CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, August 18, 2020 @ 6:00 PM
COUNCIL CHAMBERS

NOTICE: In an effort to protect health and safety of city employees, residents, and visitors, the Council Chambers will be closed to the public during this meeting. The public may access the meeting by viewing a live stream or broadcast of the meeting. To watch live, please visit www.surpriseaz.gov/surprisetv, the Surprise City Gov Facebook page at www.facebook.com/cityofsurprise. Cox channel 11 and Century Link channel 8513 will also carry the meeting live.

For instructions on how to comment on agenda items and public hearings, please go to https://bit.ly/3asyowo

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

Drowning Impact Awareness Month Proclamation

E. City Manager Report

F. City Clerk Report

G. Call To The Public

Public comment will be taken through email or via phone. To submit email comments, including Call to the Public for non-agenda items, please email publiccomments@surpriseaz.gov. Comments for Call to the Public must be submitted prior to the start of the meeting. To comment on agenda items, emails must be submitted prior to the time(s) designated for public comment by the Mayor during the meeting or before the agenda item has otherwise concluded.

To comment live by phone for Call to the Public for non-agenda items or for agenda items, please call 623-222-1250 prior to, or during, the meeting to have your name placed on a callback list. If you reach voicemail, please leave your name and phone number. The City Clerk will call those wishing to comment from the dais during the meeting, and the call will be streamed through the Council Chamber audio system. Only calls received before Call to the Public for non-agenda items or before or during the time(s) designated for public comment by the Mayor during the meeting on the subject agenda item will be accepted and streamed. No calls will be accepted after the time(s) designated by the Mayor for public comment or after an agenda item has otherwise concluded.

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

1.	Citywide	Consideration and action on the minutes of June 16, 2020 Regular City Council Work Session and Regular City Council Meeting.	None Sherry Aguilar City Clerk
2.	District 1	RESERVED	None Lee Lambert Water Resource Management
3.	District 3	Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Heritage Farm, generally located at W. Waddell Road and N. 175th Avenue; Resolution # 2020-78.	None Mike Gent Public Works
4.	District 5	Consideration and action pertaining to the conditional acceptance of the streets and public utility improvements at the Rangers Housing Facility, generally located at Bullard Avenue and W. Saguaro Lane; Resolution # 2020-79.	None Mike Gent Public Works
5.	District 3	Consideration and action pertaining to conditional acceptance of the streets and public utility improvements at Toll at Prasada Phase 1 – Cactus Road, generally located at W. Cactus Road and N. Cotton Lane; Resolution # 2020-80.	None Mike Gent Public Works
6.	District 4	Consideration and action declaring the City's intent to enlarge the existing lighting improvement district known as "Dysart Mini Storage #145" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2020-81.	None Mike Gent Public Works

7.	District 1	Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Austin Ranch East Phase 1A – Parcels 12B, 13 & 14, generally located at W. Williams Road and N. 175th Avenue; Resolution # 2020-83.	None Mike Gent Public Works
8.	District 1	Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at W. Happy Valley Road, generally located at N. 144th Drive, and N. 145th Avenue, generally located at W. Happy Valley Road; Resolution # 2020-88.	None Mike Gent Public Works
9.	District 3	Consideration and action pertaining to conditional acceptance of certain public utility improvements at Toll at Prasada, Phase 1 Unit B, generally located at N. San Clemente Street and W. Middlebury Street; Resolution # 2020-89.	None Mike Gent Public Works
10.	District 1	Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Austin Ranch East Offsite Sewer, generally located at N. Citrus Road and W. Williams Road; Resolution # 2020-97.	None Mike Gent Public Works
11.	District 1	Consideration and action declaring the City's intent to create the lighting improvement district known as " City of Surprise, Arizona, SU-Sunrise-191" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2020-17.	None Mike Gent Public Works
12.	District 1	Consideration and action declaring the City's intent to enlarge an existing lighting improvement district known as "City of Surprise, Arizona, SU-Fulton Homes at Escalante 154" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution No. 2020-87.	None Mike Gent Public Works
13.	District 4	Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Heritage at Surprise, generally located at W. Rimrock Street and N. Nash Street; Resolution # 2020-92.	None Mike Gent Public Works
14.	Citywide	Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise, City of Glendale, and the Maricopa County Department of Transportation (MCDOT) for construction, operation and maintenance of the traffic signal at Peoria Avenue and Reems Road; Resolution 2020-54.	None Kristin Tytler Public Works

15.	Internal	Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to facilitate temporary emergency shelter services, accepting grant funding, and amending the Fiscal Year 2021 budget by reallocating $100,000 within the grants fund; Resolution 2020-84.	None Seth Dyson Human Svcs and Comm Vitality
16.	Internal	Consideration and action pertaining to authorizing the City to accept grant funding in the amount of $80,000 from Area Agency on Aging for the Congregate Meal Program and amending the Fiscal Year 2021 budget by reallocating appropriations of $80,000 within the grants fund; Resolution #2020-85.	None Joseph Gladieux Human Svcs and Comm Vitality
17.	Internal	Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to provide Community Action Program Services, accepting grant funding, and amending the Fiscal Year 2021 budget by reallocating appropriations of $183,800 within the grants fund; Resolution # 2020-95.	None Seth Dyson Human Svcs and Comm Vitality
18.	District 6	Consideration and action pertaining to approval of the Final Plat entitled, “Re-plat of Stampede Junction” dated March 25, 2020, an approximately 19 acre property located on the southwest corner of Dysart and Waddell Roads within the Surprise Pointe Planned Area Development (“PAD”).	None Hobart Wingard Community Development
19.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Rancho Mercado Parcel A1”, dated April 9, 2020, an approximately 26.5 acre property located north of McMicken Way and west of 147th Avenue.	None Sergio Angulo Community Development
20.	District 1	Consideration and action pertaining to approval or disapproval of the Map of Dedication entitled, "Pinnacle Peak Road”, dated April 2, 2019, an approximately 3 acre property located east of 163th Avenue in the Escalante development.	None Sergio Angulo Community Development
21.	District 6	Consideration and action pertaining to approval of the Final Plat entitled, “Re-Plat of Lot 3 at Marley Park Square” dated June 17, 2020, an approximately 6.22 acre property located south of Waddell Road and west of Litchfield Road.	None Sergio Angulo Community Development
22.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Sunrise – Parcel A” dated May 11, 2020, an approximately 130 acre property located north of Jomax Road and east of 171st Avenue.	None Sergio Angulo Community Development
23.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Sunrise – Parcel C” dated May 11, 2020, an approximately 16.5 acre property located north of Jomax Road and east of 171st Avenue.	None Sergio Angulo Community Development

24.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Sunrise – Parcel D” dated May 11, 2020, an approximately 22 acre property located north of Jomax Road and east of 171st Avenue.	None Sergio Angulo Community Development
25.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Escalante Master Plat – Phase 1” dated June 23, 2020, an approximately 185 acre property located north of Pinnacle Peak Road and west of 155th Avenue.	None Sergio Angulo Community Development
26.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Sunrise – Parcel B” dated May 11, 2020, an approximately 36 acre property located north of Jomax Road and east of 171st Avenue.	None Sergio Angulo Community Development
27.	District 2	Consideration and action pertaining to the approval of the Final Plat entitled, “ Condominium Plat for Auviana Medical Office Complex” dated July 13, 2020, an approximately 5 acre property generally located south of Mountain View Boulevard and west of Reems Road.	None Shirley Phan Community Development
28.	District 3	Consideration and action pertaining to the approval of the Map of Dedication entitled, “Sarival Avenue realignment” dated July 20, 2020, generally located south of Waddell Road.	None Rob Kuhfuss Community Development
29.	District 1	Consideration and action pertaining to acceptance of a Warranty Deed from the Kuczyk Family Trust for roadway improvements along Happy Valley Road between 155th and 157th avenues.	None Lloyd Abrams Community Development
30.	District 1	Consideration and action pertaining to acceptance of a sewer line easement for Austin Ranch East at Citrus and Deer Valley Road.	None Lloyd Abrams Community Development
31.	Citywide	Consideration and action pertaining to approval of amendments to three Intergovernmental Agreements with the State of Arizona Department of Transportation and an amendment to the 2021 Budget by reallocating appropriations of $148, 500 from contingency within the Grants Fund; Resolution # 2020-56.	None Lloyd Abrams Community Development
32.	District 1	Consideration and action pertaining to authorizing city staff to acquire fee title or lesser interest in real property generally located along the Happy Valley Road alignment between the 155th and 163rd Avenues, within Section 7 of Township 4 North Range 1 West in Surprise, Arizona by dedication, donation, purchase, or eminent domain; Resolution # 2020-96.	None Lloyd Abrams Community Development

33.	District 1	Consideration and action pertaining to acceptance of a Quit Claim Deed from Patrick and Carrie Shelley for public right-of-way along Peakview and 157th Avenue.	None Lloyd Abrams Community Development
34.	District 1	Consideration and action pertaining to acceptance of a Drainage Easement from Ellen 40, LLC for roadway improvements along Happy Valley Road, between 163rd and 155th Avenues.	None Lloyd Abrams Community Development
35.	District 1	Consideration and action pertaining to acceptance of a Quit Claim Deed from Ronald and Marchelle Minchella for public right of way along Dale Lane near 162nd avenue.	None Lloyd Abrams Community Development
36.	District 1	Consideration and action pertaining to acceptance of a Warranty Deed and Drainage Easement from the Rebecca Daoud Living Trust for roadway improvements along Happy Valley Road between 159th and 163rd avenues.	None Lloyd Abrams Community Development
37.	District 1	Consideration and action pertaining to acceptance of a Quit Claim Deed from Kristine Bartholomew for public right of way along Dale Lane near 157th avenue.	None Lloyd Abrams Community Development
38.	District 1	Consideration and action pertaining to acceptance of a Drainage Easement from ACE PSP LLC for roadway improvements along Happy Valley Road east of 163rd Avenue.	None Lloyd Abrams Community Development
39.	District 1	Consideration and action pertaining to acceptance of a Drainage Easement from Tierra Verde 2015, LLC for roadway improvements along Happy Valley Road between 163rd and 155th Avenues.	None Lloyd Abrams Community Development
40.	District 1	Consideration and action pertaining to acceptance of a Drainage Easement from Tierra Verde East 2018, LLC for roadway improvements along Happy Valley Road between 155th and 163rd avenues.	None Lloyd Abrams Community Development
41.	District 1	Consideration and action pertaining to acceptance of a Warranty Deed and Slope Easement from the Mandou Family Trust for roadway improvements near Happy Valley Road and 147th avenue.	None Lloyd Abrams Community Development

42.	District 1	Consideration and action pertaining to acceptance of a Warranty Deed and Drainage Easement from Brenda and David Yarnell, Judith Giberson, and Anita Lorton for roadway improvements along Happy Valley Road at 163rd Avenues.	None Lloyd Abrams Community Development
43.	District 6	Consideration and action pertaining to acceptance of a Quit Claim Deed for Tract B from the Ashton Ranch Community Home Owners Association.	None Lloyd Abrams Community Development
44.	Citywide	Consideration and action pertaining to the approval of an amendment to the Intergovernmental Agreement with Maricopa County for Workforce Development Services; Resolution # 2020-86.	None Seth Dyson Human Svcs and Comm Vitality
45.	Citywide	Consideration and approval of Amendment Number 1 to Lease Agreement with Option with Ottawa University for acquisition of Communiversity; Resolution #2020-101.	None Economic Development
	REGULAR AGENDA ITEM - PUBLIC HEARING:		
46.	District 4	Consideration and action pertaining to approval a rezone from Regional Commercial (CR) to Public Facility (PF) with a Planned Unit Development (PUD) Overlay to allow for a new Public Safety Facility on Lot 7G of the Resubdivision of Sun City West Commerce Park Final Plat generally located north of Westgate Drive and west of 134th Drive; Ordinance #2020-21.	None Shirley Phan Community Development
47.	District 2	Consideration and action pertaining to the approval of a Comprehensive Sign Program entitled “Auviana Medical Office Comprehensive Sign Program,” generally located south of Mountain View Boulevard and west of Reems Road.	None Shirley Phan Community Development
48.	District 5	Consideration and action pertaining to approval of a rezone of 11.2 acres of the Mountain Vista Ranch Planned Area Development (“PAD”) from Community Commercial (C2-PAD) to High Density Residential (HDR-PAD) and to provide development standards for a one, two, and three-bedroom rental community for the entire 29.8-acre site located south of the southeast corner of Bell Road and Sarival Avenue; Ordinance #2020-24.	None Hobart Wingard Community Development
	REGULAR AGENDA ITEM - NON-PUBLIC HEARING:		
49.	Citywide	Consideration and action pertaining to approval of the Fourth Amendment to Reciprocal Easement between the City of Surprise and Surprise Center Development Company; Resolution #2020-102.	None Mike Hoover Economic Development

50.	Citywide	Consideration and action to approve or disapprove a Roadway Acquisition and Development Agreement for a portion of Elm Street between the City of Surprise and Surprise Center Development Company; Resolution #2020-103.	None Mike Hoover Economic Development
51.	Citywide	Consideration and action to accept the Dedication of Public Right-of-Way for Elm Street between Civic Center Drive and 140th Avenue.	None Mike Hoover Economic Development
52.	District 4	Consideration and action pertaining to approval of the Arizona Charter Academy application for Original Town Site Incentive Program to pay for building permit, building plan review, and development impact fees for the expansion, generally located on the southeast corner of Dysart Road and Market Street.	None Hobart Wingard Community Development
53.	District 3	Consideration and action pertaining to approval of the First Amendment to Infrastructure Improvement Repayment Agreement between the City of Surprise and Surprise Development Group, LLC; Resolution # 2020-90.	Lloyd Abrams Community Development
54.	Citywide	Consideration and action on an annual agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for the participation and support of regional economic development programs, in the amount of $66,694.00 in fiscal year 2021.	None Jeanine Jerkovic Economic Development
55.	Citywide	Consideration and action to approve resolution no. 2020-104; a resolution of the Mayor and Council of the City of Surprise, Maricopa County, Arizona declaring and adopting the results of the Primary Election held on August 4, 2020 and ordering the recording of such resolution.	None Sherry Aguilar City Clerk
56.	Internal	Consideration and action authorizing the City Attorney, or his designees, to take any and all actions necessary, including but not limited to initiating litigation, to collect moneys owed by AMR to the City of Surprise.	None Robert Wingo Legal

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

57.	Internal	Consideration and action to recess into executive session for discussion and consultation with the City Attorney for legal advice pertaining to collection of dispatch fees owed by AMR to the City of Surprise pursuant to A.R.S. 38--431.03(A)(3).	None Robert Wingo Legal

58.	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:August 13, 2020 at 1:45 PM; Amended on Monday, August 17, 2020 @ 10:00 a.m., amending/changing documents for items 49, 50 ,51 and 55.

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: August 18, 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: August 18, 2020
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
Drowning Impact Awareness Month Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:
Consideration and action on the minutes of June 16, 2020 Regular City Council Work Session and Regular City Council Meeting.

Motion:
I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
1. 061920 Regular
2. 061920 WKS

CITY OF SURPRISE

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

Tuesday, June 16, 2020 @ 6:00PM

Call To Order

Invocation

Roll Call

Vice Mayor Judd called to order the Regular City Council Meeting of June 16, 2020 at 6:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Vice Mayor Judd Council Members; Winters, Duffy, and Remley. Mayor Hall and Council Member Sanders participated telephonically.
(Excused - Hayden)

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

Pledge of Allegiance

Proclamation and Community Acknowledgements

1. Community Letter from the Surprise City Council

City Manager Report

City Clerk Report

1. Update by Police Chief Terry Young regarding current events.

City Manager Frazier asked Chief Young to give an announcement.

DCM, Mike Gent gave a brief update on Recycling. Tuesday, July 7th - Community drop-off site.

1. Reports

2. Consideration and action to reappoint the following Board/Commission members seeking reappointment: Arts & Cultural Advisory Commission - Rhiannon Miett, Susan deJong and Kathie Morgan for 4 year terms ending on June 30, 2024; City Audit Committee - John Holland and Connie Bowers for 2 year terms ending on June 30, 2022; Judicial Selection Advisory Commission - Judge, Peter Swann for a 4 year term ending on June 30, 2024; Board of Trustees - Aaron Bacon with a 4 year term ending on June 30, 2024; Personnel Appeals Board - Ira McCullough and Valerie Serrano for a 4 year term ending on June 30, 2024; Planning & Zoning Commission - Scott Krous, Dennis Smith and Mitchell Rosenbaum for a 4 year term ending on June 30, 2024; Public Safety Retirement Board (Citizen Member) Jim Conner for a 4 year term ending on June 30, 2024 and Veterans, Disabilities and Human Services Commission - Bruce Hertzog and Dan Moore with a 4 year term ending on June 30, 2024 - APPROVED

Council Member Winters reported on this item.

Council Member Winters made the motion to approve the reappointment of the following: Arts & Cultural Advisory Commission - Rhiannon Miett, Susan deJong and Kathie Morgan for 4 year terms ending on June 30, 2024; City Audit Committee - John Holland and Connie Bowers for 2 year terms ending on June 30, 2022; Judicial Selection Advisory Commission - Judge, Peter Swann for a 4 year term ending on June 30, 2024; Board of Trustees - Aaron Bacon with a 4 year term ending on June 30, 2024; Personnel Appeals Board - Ira McCullough and Valerie Serrano for a 4 year term ending on June 30, 2024; Planning & Zoning Commission - Scott Krous, Dennis Smith and Mitchell Rosenbaum for a 4 year term ending on June 30, 2024; Public Safety Retirement Board (Citizen Member) Jim Conner for a 4 year term ending on June 30, 2024 and Veterans, Disabilities and Human Services Commission - Bruce Hertzog and Dan Moore with a 4 year term ending on June 30, 2024. Council Member Remley seconded the motion. Six yes votes, one excused (Hayden), motion carried.

3. Consideration and action to appoint the following members to fill vacancies as follows: Aaron Bacon for the City Audit Committee with a term expiration of June 30, 2022; Eric Lochner for the Personnel Appeals Board with a term expiration of June 30, 2024; Jay Lickus for the Arts and Cultural Commission to serve the remainder of a term ending on June 30, 2023 and Jason Cooper to serve on the Veterans, Disabilities

and Human Services Commission with a term expiration of June 30, 2023 - APPROVED

Council Member Winters reported on this item.

Council Member Winters made the motion to approve the following appointments: Aaron Bacon for the City Audit Committee with a term expiration of June 30, 2022; Eric Lochner for the Personnel Appeals Board with a term expiration of June 30, 2024; Jay Lickus for the Arts and Cultural Commission to serve the remainder of a term ending on June 30, 2023 and Jason Cooper to serve on the Veterans, Disabilities and Human Services Commission with a term expiration of June 30, 2023. Council Member Duffy seconded the motion. Six yes votes, one excused (Hayden), motion carried.

Call To The Public

4. Update on August 4, 2020 City Primary Election

City Clerk Aguilar reported on the upcoming election.

PRIMARY ELECTION DATE IS TUESDAY, AUGUST 4, 2020

VOTER REGISTRATION CLOSES ON MONDAY, JULY 6TH â€“ 5:00 P.M. RESIDENTS CAN VOTE IN PERSON AT CITY HALL/CITY CLERK'S OFFICE OR BY VISITING THE MARICOPA COUNTY ELECTIONS DEPARTMENT WEBSITE TO REGISTER ONLINE AT LINK BELOW:

https://recorder.maricopa.gov/elections/registrationform.aspx

VOTERS THAT ARE ON THE PERMANENT EARLY VOTER LIST (PEVL) WILL RECEIVE A BALLOT AUTOMATICALLY THROUGH THE MAIL STARTING ON JULY 8TH.

CITY HALL (COMMUNITY ROOM) IS A DESIGNATED EARLY VOTING LOCATION FOR ALL VOTERS THROUGHOUT MARICOPA COUNTY STARTING ON WED., JULY 8TH 8:00 A.M. TO 5:00 P.M. (MONDAY & FRIDAY)

WEEKEND VOTING STARTING ON SATURDAY, JULY 25TH AND 26TH AND AUGUST 1ST AND AUGUST 2ND (TIMES WILL BE DETERMINED).

PRIMARY ELECTION DAY: VOTERS WILL NEED TO VOTE AT THEIR DESIGNATED POLLING LOCATION ON TUESDAY, AUGUST 4TH. ALL POLLS WILL OPEN AT 6:00 A.M. AND CLOSE AT 7:00 P.M.

CITY HALL WILL BE A DESIGNATED BALLOT DROP OFF LOCATION DURING REGULAR BUSINESS HOURS MONDAY THROUGH FRIDAY 8:00 A.M. - 5:00 P.M.

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Duffy made the motion to approve the consent agenda, excluding item #7. Council Member Sanders seconded the motion. Six yes votes, one excused (Hayden), motion carried.

5. Consideration and action on the minutes of June 2, 2020 Special City Council Meeting and Regular City Council Meeting - APPROVED

6. Consideration and action to amend the 2020 Council Meeting Schedule adding Tuesday, September 1st, 2020 to the list after the Arizona League of Cities and Towns announced the cancellation of the 2020 Arizona League of Cities and Towns Conference - APPROVED

7. Consideration and action pertaining to approval of the Final Plat entitled, Stonefield and dated March 10, 2020, an approximately 18.56 acre property located west of the northwestern corner of Reems Road and Peoria Avenue - FS19-759 Stonefield at Greer Ranch Final Plat - POSTPONED INDEFINITELY

8. Consideration and action pertaining to approval of the Second Amendment to the Intergovernmental Agreement (IGA) between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2021 Transit Services; Resolution #2020-64 - APPROVED

9. Consideration and action declaring the intent to enlarge an existing lighting improvement district pursuant to A.R.S. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Greer Ranch South Street Light Improvement District (Stonefield); Resolution No. 2020-66 - APPROVED

10. Consideration and action declaring the intent to enlarge an existing lighting improvement district pursuant to A.R.S. Â§ 48-616 for the

purpose of purchasing facilities and energy for lighting the public streets and parks for the SU-City Center 01187 Street Light Improvement District; Resolution #2020-73 - APPROVED

11. Consideration and action on granting a Quit Claim Deed to The Fountains at Surprise Center, LLC, to release restrictions on a property generally located near Bullard and Greenway Roads - Fountains at Surprise Deed Restriction Removal - APPROVED

12. Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) amendment with the City of Eloy for sale and purchase of underground Long Term Storage Credits established within the Phoenix Active Management Area in an amount not to exceed 2,120 Acre-feet year for the benefit of the City of Surprise water service area; Resolution # 2020-74 - APPROVED

13. Consideration and action pertaining to the selection of a mural for the Surprise Aquatic Center - APPROVED

14. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of $5,000 from contingency with the the Grants Fund to G54100 USTA Facility Recovery within the Grant Fund for reimbursement of expenses related to re-opening the Surprise Tennis & Racquet Complex; Resolution #2020-75 - APPROVED

15. Consideration and action amending the Surprise Municipal Code, Chapter 3 - Personnel amending Chapter 3, Article VII, Section 3-71 - Eligible employee groups; Ordinance #2020-19 - APPROVED

16. Consideration and action pertaining to the approval of an Intergovernmental Agreement with Maricopa County for Workforce Development Services; Resolution #2020-77 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

17. Consideration and action pertaining to the approval of a Comprehensive Sign Program for Abrazo at Surprise Farms Gateway entitled, Abrazo Surprise Hospital Sign Plan generally located on the southwest corner of Bell Road and State Route 303 - APPROVED

City Planner, Hobart Wingard reported on this item.

Council Member Winters - a little taller?

Mr. Wingard - yes, 12 feet

No public comments were made.

Council Member Remley made the motion to approve the Comprehensive Sign Program for Abrazo at Surprise Farms Gateway entitled, Abrazo Surprise Hospital Sign Plan generally located on the southwest corner of Bell Road and State Route 303. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

18. Consideration and action pertaining to approval of the Preliminary Plat entitled, Sycamore Farms Subdivision and dated April 29, 2020, an approximately 228 acre property generally located on the southeast corner of Cactus Road and Cotton Lane - APPROVED

City Planner, Hobart Wingard reported on this item.

Council Member Duffy made the motion to approve the Preliminary Plat entitled, Sycamore Farms Subdivision and dated April 29, 2020, an approximately 228 acre property generally located on the southeast corner of Cactus Road and Cotton Lane. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

19. Consideration and action pertaining to approval of a Development Agreement with Metro Oasis, LLLP for Sunrise Ranch; Resolution #2020-59 - APPROVED

Lloyd Abrams reported on this item.

No public comments were made.

Council Member Winters made the motion to approve Resolution 020-59. Council Member Duffy seconded the motion. Six yes votes, one excused (Hayden), motion carried.

20. Consideration and action pertaining to approval of a rezone of approximately 201.9 acres of property from Mesquite Mountain Ranch Planned Area Development (PAD) andÂ Mesquite Mountain Ranch II PADÂ to Medium and Low Density Residential with a PUD overlay, generally located on the northwest corner of Beardsley Road and 219th Avenue; Ordinance #2020-18.

City Planner, Hobart Wingard reported on this item.

Mayor Hall - there is animal access under Sun Valley Parkway, correct?

Mr. Wingard - Yes.

Council Member Winters made the motion to approve Ordinance 2020-18. Council Member Duffy seconded the motion. Six yes votes, one excused (Hayden), motion carried.

21. Consideration and action pertaining to the adoption of updated Water Resource Development Fees; Resolution # 2020-57 - APPROVED

Finance Director, Andrea Davis and Acting Director of Water Resources, Lee Lambert reported on this item.

No public comments were made.

Council Member Remley - CAGRD - group that some cities belong to, to purchase water.

Mr. Lambert - you are generally right about that, but it could happen.

Council Member Sanders - will this rate be locked in for five years?

Ms. Davis - that is correct, but we can amend it.

Council Member Duffy made the motion to approve Resolution 2020-57. Council Member Sanders seconded the motion. Six yes votes, one excused (Hayden), motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

22. Consideration and action pertaining to approval to authorize data sharing, collaboration, and exploration of West Valley Regional Solutions to address homelessness; Resolution 2020-70 - APPROVED

Seth Dyson reported on this item.

Council Member Remley - my comment is that you have just changed 12 lives!

Mr. Dyson - we changed 38 lives, it has been a great initiative a lot of

community support.

Council Member Sanders - inquired about the I-help program

Council Member Duffy made the motion to approve Resolution 2020-70. Council Member Sanders seconded the motion. Six yes votes, one excused (Hayden), motion carried.

23. Consideration and action pertaining to approval of the Preliminary Plat entitled, "Heritage Asante- Parcel 6" and dated March 26, 2020, an approximately 30 acre property generally located west of 163rd Avenue and north of Grand Avenue - APPROVED

City Planner, Serio Angulo reported on this item.

Council Member Winters - age restricted part of Asante, are they single story homes?

Mr. Angulo - we don't have the home product for this parcel yet.

Vice Mayor Judd - nice size lots.

Mr. Angulo - referred to stipulations A-C.

Council Member Winters made the motion to approve the Preliminary Plat entitled, "Heritage Asante- Parcel 6" and dated March 26, 2020 with stipulations A-C. Council Member Duffy seconded the motion. Six yes votes, one excused (Hayden), motion carried.

24. Consideration and action pertaining to an amendment to Surprise Municipal Code Section 54-89 by adding restrictions to parking near crosswalks located at intersections and crosswalks located in school zones; Ordinance #2020-06 - APPROVED

Harold Brady reported on this item.

Council Member Winters made the motion to approve Ordinance 2020-06. Council Member Duffy seconded the motion. Six yes votes, one excused (Hayden), motion carried.

25. Consideration and action levying primary property taxes at a rate of $0.7591 per hundred dollars ($100) of assessed valuation and secondary property taxes at a rate of $0.3880 per one hundred dollars ($100) of

assessed valuation for Fiscal Year 2021 within the City of Surprise; Resolution #2020-72 - APPROVED

Finance Director, Andrea Davis and Assistant Director, Holly Osborn reported on this item.

Council Member Duffy - I want to commend you for all of the work.

Council Member Duffy made the motion to approve Resolution 020-72. Council Member Remley seconded the motion. Roll call vote - Mayor Hall - yes, Vice Mayor Judd - yes; Council Member Sanders - yes; Council Member Remley - yes and Council Member Winters - yes. Six yes votes, one excused (Hayden), motion carried.

26. Consideration and action setting forth the Fiscal Year 2021 levy of property tax rates for Street Light Improvement Districts (SLID) within the City of Surprise; Resolution #2020-71 - APPROVED

Finance Director, Andrea Davis reported on Resolution 2020-71.

Council Member Sanders made the motion to approve Resolution 020-71. Council Member Remley seconded the motion. Roll call vote - Mayor Hall - yes, Vice Mayor Judd - yes; Council Member Sanders - yes; Council Member Remley - yes and Council Member Winters - yes. Six yes votes, one excused (Hayden), motion carried.

27. Consideration and action authorizing the acceptance of federal funding in the amount of $16,263,957 from the U.S. Department of the Treasury CARES Act Corona Virus Relief Fund and amending the FY2020 Adopted Budget; Resolution #2020-76 - APPROVED

- Finance Director, Andrea Davis reported on Resolution 2020-76.

  Council Member Winters made the motion to approve Resolution 2020-76. Council Member Duffy seconded the motion. Six yes votes, one excused (Hayden), motion carried.

28. Consideration and action pertaining to an amendment to Surprise Municipal Code Section 2-40(d) removing the Mayor's standing authority

to unilaterally declare a local emergency; Ordinance # 2020-22 - APPROVED

Mayor Hall reported on this item.

Mayor Hall made the motion to approve Ordinance 2020-22. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), motion carried.

Other Business and Future Agenda Items

Mayor Hall - requested a presentation regarding the Techcelerator.

City Council Reports

Council attended and/or reported on the following:

Council Member Remley - monthly meeting canceled; Salvation Army.

Council Member Duffy - Happy 4th of July; keep following the guidelines and stay safe.

Council Member Winters - don't relax your guard & 4th of July fireworks

Vice Mayor Judd on behalf of Mayor Hall - new businesses - Mr. Mesquite Taqueria, Dental Depot, Reel Pizza Pies. last meeting of the fiscal year. 4th of July fireworks; don't forget to wear your masks

Executive Session

Adjournment

Council Member Duffy made the motion to adjourn the Regular City Council Meeting of June 16, 2020 at 7:57 PM. Council Member Winters seconded the motion. Six yes votes, one excused (Hayden), 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, June 16, 2020.**

CITY OF SURPRISE

Regular City Council Work Session Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, June 16, 2020 @ 5:00PM

Call To Order

Roll Call

Vice Mayor Judd called to order the Regular City Council Work Session of June 16, 2020 at 5:30 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Vice Mayor Judd were Council Members; Winters, Duffy and Remley. Council Member Sanders participated telephonically. (Excused - Hall and Hayden)

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

Pledge of Allegiance

Call To The Public

Regular City Council Work Session Agenda

REGULAR AGENDA ITEM - PUBLIC HEARING:

1. Presentation and discussion pertaining to an ordinance to protect the badges, patches and identification cards of the City of Surprise - NO ACTION

Harold Brady reported on this item which included badges, business cards, uniforms and vehicles, all which identify employees. He asked Council for their input.

Council Member Remley - gave a scenario.

Mr. Brady - The city manager has the authority of those who can possess these items.

City Attorney Wingo explained the ordinance.

Council Member Duffy - trying to stop from replicating on their own.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Work Session at 5:20 PM. Council Member Duffy seconded the motion. Five yes votes, two excused (Hall and Hayden), 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 Work Session of **Tuesday, June 16, 2020.**

_____
Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Water Resource Management
Staff Recommendations: None

Contact Person: Lee Lambert
District: District 1

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

Agenda Wording:
RESERVED

Motion:
I move to approve Resolution # 2020-69.

Background:
The City of Surprise in partnership with Lennar and three other SPA 2 developers have engaged in expanding the arsenic treatment plant capacity at the Desert Oasis Water Supply Facility. This amended and restated development agreement will memorialize the capacity and cost allocations for the expansion of the water supply facility and repeal Council Resolution # 2018-127, which approved a similar restated agreement that was never fully executed by the Asante entities.

The Desert Oasis Water Supply Facility currently utilizes a temporary arsenic treatment plant that is owned and maintained by Lennar, the Asante developer. This project will be constructing the permanent arsenic treatment solution to serve the SPA 2 region. In addition, this project will also be providing a redundant water reservoir providing operational security and flexibility for the region.

The financial contribution to this project has been planned and programemd as part of Project P71020-Desert Oasis Water Supply Facility Phase 2. The total cost of the water plant expansion is $6,713,914.67 and the City's portion of this is 21.05%, or $1,413,454.

Objective Analysis:
This amended and restated development agreement will authorize the City to fund our contribution to the water supply facility expansion which will provide the capacity we need to sustain water service in the SPA 2 region.

Policy Compliant:
This item is policy compliant as it relates to the financial policies adopted by Mayor and Council as part of the annual budget process.

Financial Impact:

This project has been budgeted as P71020 in our Capital Improvement Program. The project budget is $2,234,100 and our contribution will be $1,413,454. The operational and maintenance costs of the plant expansion have been anticipated in the Fiscal Year 2021 Water Resource Management budget.

Budget Impact:

This project has been budgeted as P71020 in our Capital Improvement Program. The project budget is $2,234,100 and our contribution will be $1,413,454.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. Executable A&R Water (Arsenic) Dev AG (2017) v18 (05-28-20) (With Exh C -Memo of JDA-attached)
2. 20.07.16 EVR Res 2020-69 Amended Asante

After recording, return to:

City Clerk
CITY OF SURPRISE
16000 N. Civic Center Drive
Surprise, AZ 85374

AMENDED AND RESTATED
ASANTE WATER DEVELOPMENT AGREEMENT

DATE: _____, 2020 (the "**Execution Date**")

PARTIES City of Surprise, an Arizona municipal corporation (the "**City**")

LCD Asante, LLC, a Delaware limited liability company ("**LCD Asante**")

HE Capital Asante, LLC, a Delaware limited liability company ("**HEC Asante**")

For the purposes of this Agreement, City, LCD Asante, and HEC Asante shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**". Also, LCD Asante and HEC Asante may sometimes be referred to herein individually as an "**Asante Party**", or collectively as the "**Asante Parties**".

ESCROW AGENT Empire West Title Agency LLC, an Arizona limited liability company, D/B/A Thomas Title & Escrow ("**Escrow Agent**")

RECITALS

A. LCD Asante and HEC Asante are developing a master planned community known as Asante (**"Asante"**) within the City as more particularly described in that certain Asante Development Agreement, dated November 3, 2005, among Lennar Communities Development, Inc., a Delaware corporation ("**Lennar**"), the City and BMY Happy Valley Investment, LLC, an Arizona limited liability company (the **"Asante Development Agreement"**). Lennar assigned its rights and obligations in the Asante Development Agreement (and other Asante rights and obligations) to Asante LH, LLC, a Delaware limited liability company ("**Asante LH**"), and Asante LH assumed such obligations. As described more fully below, Asante LH later assigned its rights and obligations in the Asante Development Agreement (and other Asante rights and obligations) to its members, LCD Asante and HEC Asante, and LCD Asante and HEC Asante assumed such obligations.

B. The City and Asante LH entered into that certain Arsenic Treatment Development Agreement (the "**Original Arsenic Agreement**") dated February 28, 2008 and recorded April 1, 2008 as ***Instrument No. 2008-0287165*** in the Official Records of the Maricopa County Recorder's Office ("**Maricopa County Records**") to, among other things, construct the first phase of a multi-phase arsenic treatment facility to provide potable water to Asante and adjacent planned communities, and to provide for the treatment of water to the City's drinking water standards for fluoride and arsenic.

C. The Original Arsenic Agreement was amended by that certain First Amendment to Asante Arsenic Treatment Development Agreement by and between City and Asante LH dated August 6, 2008, and recorded August 12, 2008, as ***Instrument Number 2008-0701139*** of Maricopa County Records (the "**First Amendment**").

D. Following Asante LH's filing of a Certificate of Cancellation with the Arizona Corporation Commission and the assignment and assumption of Asante LH's obligations under the Original Arsenic Agreement, as amended, to its members, LCD Asante and HEC Asante (which assumption was accomplished pursuant to the "Asante JDA" described below), the Original Arsenic Agreement was further modified by that certain Second Amendment to Asante Arsenic Treatment Development Agreement by and between City, LCD Asante, and HEC Asante dated November 12, 2009, and recorded November 23, 2009, as ***Instrument Number 2009-1077305*** of Maricopa County Records (the "**Second Amendment**").

E. Collectively, the Original Arsenic Agreement as modified by the First Amendment and the Second Amendment are referred to as the "**Prior Arsenic Agreement**".

F. LCD Asante and HEC Asante have collectively assumed all obligations of Asante LH, LLC under the Prior Arsenic Agreement pursuant to that certain Joint Development, Cost Sharing and Escrow Agreement dated May 29, 2009, among and between HEC Asante, LCD Asante, Lennar Communities Development, Inc., a Delaware corporation, and North American Title Company, an Arizona corporation (the "**Asante JDA**"). The obligations of North American Title Company as escrow agent therein were subsequently assigned to, and assumed by, Empire West Title Agency LLC, an Arizona limited liability company, D/B/A Thomas Title & Escrow.

G. Pursuant to the Asante Development Agreement and/or the Prior Arsenic Agreement, LCD Asante and HEC Asante (or their predecessors in interest) have constructed and LCD Asante and HEC Asante will, as necessary continue to construct as required by the Asante Development Agreement and this Restated Agreement, among other things, potable water infrastructure improvements, including, but not limited to, drinking water wells, water storage tanks, distribution lines, electrical buildings, booster pumps, and disinfection and supplemental water treatment systems for Asante. Some of those facilities have been (or will be) situated on the

real property owned by the City of Surprise within the Desert Oasis Water Supply Facility ("**DO WSF")**, legally described on **Exhibit "A"** attached hereto and incorporated herein by reference, and graphically depicted on **Exhibit "A-1"** attached hereto and incorporated herein by reference. Other facilities have been (or will be) situated on the real property owned by HEC Asante legally described on **Exhibit "B"** attached hereto and incorporated herein by reference, and depicted as "3.5 Public Facility" on the site plan attached hereto as **Exhibit "B-1"** and by reference incorporated herein (the **"Asante Water Facility Parcel"**). As land is dedicated to the City for use in water treatment and delivery, these lands shall be incorporated in the DO WSF.

H. City, LCD Asante and HEC Asante have received and reviewed the results of an updated water master plan for Asante dated July 14, 2016 (the "**Updated Asante Master Water Plan**"), which, among other things, identifies (i) the capability of the existing Temporary Arsenic Improvements (defined in **Paragraph 3** below) to effectively continue to remove arsenic from City water to comply with current acceptable safe drinking water standards, (ii) other means of providing needed, timely arsenic remediation, and (iii) a cost-benefit analysis of alternatives to such treatment. City, LCD Asante, and HEC Asante desire to memorialize such results of such review by the execution of this Restated Agreement.

I. Prior to the Execution Date, and pursuant to the certain Cost Sharing Agreement for Arsenic Treatment System Design dated July 1, 2016 (the "**Design Cost Sharing Agreement**") by and among LCD Asante, 371 ON 163, L.L.C., an Arizona limited liability company ("**371**"), Metro Oasis, LLLP, an Arizona limited liability limited partnership ("**Metro Oasis**"), Verdugo Land, LLC, an Arizona limited liability company ("**Verdugo**"), Sandbox Development Consultants, Inc., an Arizona corporation ("**Sandbox**"), LCD Asante, 371, Metro Oasis and Verdugo, through Sandbox, have designed and engineered, only, an arsenic treatment system that has sufficient capacity to treat 3,800 gallons per minute ("**GPM**") for the benefit of the properties described therein (the "**Arsenic Treatment System**"), which design of the Arsenic Treatment System will be approved by City prior to execution of this agreement.

J. LCD Asante, acting on its own behalf and on behalf of HEC Asante, as Construction Manager pursuant to the terms of the Asante JDA and with the consent and approval of HEC Asante, has entered into a Joint Development, Cost Sharing, Reimbursement and Escrow Agreement (Arsenic Treatment Plant) dated July 1, 2019, with Metro Oasis and Fulton Homes Corporation, an Arizona corporation ("**Fulton**") relating to the construction by LCD Asante, on behalf of the Asante Parties, of the Arsenic Treatment System in accordance with the plans and specifications described in the 2019 Arsenic JDA. Such agreement was subsequently amended by a First Amendment to Joint Development, Cost Sharing, Reimbursement and Escrow Agreement (Arsenic Treatment Plant) dated April 14, 2020 and a Second Amendment to Joint Development, Cost Sharing, Reimbursement and Escrow Agreement (Arsenic Treatment Plant) dated May 6, 2020. Such July 1, 2019 agreement, as subsequently amended, is referred to as the "**2019 Arsenic**

JDA". Following execution of the initial July 1, 2019 joint development agreement, a memorandum of said agreement was recorded in the official records of the Maricopa County Recorder's office on July 2, 2019, as Instrument Number 20190502986. A copy of such recorded memorandum is attached hereto and incorporated herein by reference as **Exhibit "C"**. As more particularly set forth in the 2019 Arsenic JDA, Fulton is the successor in interest to Verdugo with respect to the Verdugo Property described on Exhibit "C" to the 2019 Arsenic JDA (the "**Verdugo Property**"), and is also the successor in interest to 371 with respect to the Altamira Property described on Exhibit "D" to the 2019 Arsenic JDA (the "**Altamira Property**"). City has reviewed the 2019 Arsenic JDA and shall be deemed as an original "Participating Owner" thereof (as defined in the 2019 Arsenic JDA).

K. In light of changed economic and other circumstances, the City, LCD Asante and HEC Asante wish to amend and restate the Prior Arsenic Agreement and memorialize a new agreement in which, among other things, LCD Asante, HEC Asante, and the City will continue operation and maintenance of the "Temporary Arsenic Improvements", (defined in **Paragraph 3** below) to provide treated, potable water to Asante and adjacent properties until the Arsenic Treatment System is completed.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, conditions and covenants contained herein, the City, LCD Asante and HEC Asante mutually agree that the Prior Arsenic Agreement is amended as follows:

1. **Restated Agreement**. This Amended and Restated Asante Water Development Agreement (this "**Restated Agreement**"), amends and restates in its entirety the Prior Arsenic Agreement. The provisions of the Prior Arsenic Agreement are of no further force or effect, and all relevant provisions thereof that continue to be applicable are set forth herein. This Restated Agreement continues to be the subject of the "Escrow" hereinafter defined in **Paragraph 5** below, which Escrow was established under the Prior Arsenic Agreement. This Restated Agreement represents the entire and integrated agreement between the City and the Asante Parties and shall supersede all drinking water related agreements. This Restated Agreement amends the Prior Arsenic Agreement effective as of the date first set forth above.

2. **Recitals**. The Recitals set forth in the beginning of this Restated Agreement are acknowledged to be true and correct, are incorporated by reference into the body of this Restated Agreement, and are acknowledged to be an integral component of this Restated Agreement.

3. **Temporary Arsenic Improvements**. The Asante Parties have caused Layne Christensen Company to install and maintain a temporary arsenic treatment facility (the "**Temporary Arsenic Improvements**"). The Temporary Arsenic Improvements are owned by

Layne Christensen Company, have been constructed and installed in accordance with all requirements of City, and are fully approved by City. The City shall continue to operate and the Asante Parties will, at their sole cost and expense, cause the Temporary Arsenic Improvements to continue to be maintained by Layne Christensen Company pursuant to its lease with the Asante Parties until the completion of the Arsenic Treatment System, including dedication of thereof to the City and the City's acceptance thereof, which acceptance shall not be unreasonably withheld, delayed, or conditioned.

4. **Arsenic Treatment System**.

a. Arsenic Treatment System. Pursuant to the attached 2019 Arsenic JDA the Asante Parties will construct the 3800 GPM Arsenic Treatment System. The Asante Parties and City will cause the Arsenic Treatment System to be completed in accordance with the provisions of the 2019 Arsenic JDA on or before the one (1) year anniversary of the issuance of the permit for the construction thereof (the "**ATS Completion Date**").

b. Procurement. The Asante Parties have demonstrated that they have followed an approved public procurement process, in accordance with the City and State public bidding regulations, and have utilized the Construction Manager at Risk (CM@R) delivery method for this project. Felix Construction, Inc. ("**Felix**") was selected and has provided preconstruction services throughout the design of the Arsenic Facility. Where possible, the Asante Parties and the CM@R will consult with and obtain City approval of the selected subcontractors and/or equipment vendors prior to sub-award.

c. Cost of Construction. The City and the Asante Parties have agreed that the current budgeted costs provided by Felix (based on a 90% design plan) for the construction of the 3800 GPM Arsenic Treatment System plus the value of equipment being donated by the Asante Parties is $6,713,914.67. This includes all labor, material, equipment, taxes, permits, fees, and contingencies to construct this project.

d. Reimbursement. Without limitation, City agrees to timely pay LCD Asante, on behalf of the Asante Parties, all amounts that are due in accordance with the terms of the 2019 Arsenic JDA with respect to a Participating Owner with a 21.0526% (or 800 GPM) "Stipulated Pro Rata Share" (as defined in said 2019 Arsenic JDA) of the Arsenic Treatment System. The City shall, without limitation, utilize funding for its share of this project from capital improvement project (CIP) #P71020 – Desert Oasis WSF – Phase II. LCD Asante, acting as construction manager for the project, will invoice the City monthly for its Stipulated Pro Rata share of work completed during the invoice period. The monthly invoices will include all relevant supporting documentation including CM@R and subcontractor pay applications. The City shall pay such monthly invoices within 30 days.

e. Completion. Upon completion and acceptance of the 3800 GPM Arsenic Treatment System, City will assume all operation and maintenance obligations. Construction shall be warranted for 2 years from the date of Final Completion (as defined in the 2019 Arsenic JDA). All contractor and subcontractor warranties shall be made to the City in addition to the CM@R.

f. Capacity Rights. Pursuant to the 2019 Arsenic JDA, City acknowledges that (i) the Asante Parties will have the right to 1589 GPM of capacity in the Arsenic Treatment System ("**Asante Parties' ATS Capacity**"), (ii) City will have the right to 800 GPM of capacity in the Arsenic Treatment System ("**City's ATS Capacity**"), and, (iii) to the extent they are "Participating Owners" under the 2019 Arsenic JDA and have timely paid their respective "Stipulated Pro Rata Shares" and all other charges and expenses contemplated in the 2019 Arsenic JDA, all in accordance with the 2019 Arsenic JDA, Fulton will have the right to up to 600 GPM of such capacity in connection with its ownership of the Altamira Property, Fulton will have an additional right to up to 600 GPM of such capacity with respect to its ownership of the Verdugo Property, and Metro Oasis will have the right to up to 211 GPM of such capacity. Collectively, such 1411 GPM of capacity in the Arsenic Treatment System (600 GPM + 600 GPM + 211 GPM) potentially allocable to Fulton and Metro Oasis, respectively, is referred to as the "**Fulton/Metro Oasis ATS Capacity**"). Notwithstanding the foregoing, however, if any of Fulton (with respect to either or both the Altamira Property or the Verdugo Property), or Metro Oasis are not "Participating Owners" under such 2019 Arsenic JDA who have paid their full allotted "Stipulated Pro Rata Share" together with all other fees and expenses contemplated therein, then LCD Asante will have the right (acting on its own behalf and on behalf of HEC Asante) to permit other property owners to become "Non-Participating Owners" (as defined in the 2019 Arsenic JDA) and be entitled to a portion of the Fulton/Metro Oasis ATS Capacity upon payment by such other property owner of the amounts set forth or referenced in the 2019 Arsenic JDA. Upon payment in full either into the escrow established in the 2019 Arsenic JDA, or to LCD Asante, as applicable under the 2019 Arsenic JDA, LCD Asante will provide written notice, which will include the amount of capacity sold and purchase price, to City confirming the capacity of the Arsenic Treatment System to which Fulton, Metro Oasis, LCD Asante (or HEC Asante), or any other "Non-Participating Owners" (as defined in the 2019 Arsenic JDA) is entitled (the "**Notice of Confirmed Capacity Allotment**").

g. City Obligation. At any time, the City may allocate City's ATS Capacity (800 GPM in the Arsenic Treatment System) to any user on a permanent or interim basis. After City has allocated all of City's ATS Capacity, the City may allocate other availible capacity in the Arsenic Treatment System to any user on an interim basis upon approval of Asante. City will take all measures required to provide the corresponding amount of treatment capacity to Asante (3000 GPM unless reduced due to the 2019 Arsenic JDA or future capacity sales contemplated in the 2019 Arsenic JDA) when and as required by the Asante Parties in accordance with the Updated

Asante Master Water Plan, and will not, in any manner, adversely affect or delay any requested development of Asante, including without limitation, preliminary plat approval, final plat approval, site plan approval, the issuance of building permits, or imposing any impact or other fee or moratorium relating to water treatment capacity.

The City agrees to not approve any final plat or site plan, or issue any building permits for Particpating Owners (as defined in the 2019 Arsenic JDA) or any other future development parcels outside of Asante but connecting to the Arsenic Treatment System unless the applicant's development is entirely included within City's ATS Capacity or the applicant shows proof of purchase of a sufficient amount of capacity in the Arsenic Treatment System from the Asante Parties to meet the needs of such development (beyond City's ATS Capacity allocated to such development) and City has received a Notice of Confirmed Capacity Allotment from LCD Asante with respect to such needed capacity in the Arsenic Treatment System over and above City's ATS Capacity allocated to such development. Any remaining capacity required for said developments beyond City's allocation of City's ATS Capacity shall either be purchased from the Asante Parties, the City, or constructed at the sole cost of such applicant(s).

Notwithstanding the above provisions, pursuant to the 2019 Arsenic JDA, in addition to reserving for the Asante Parties the Asante Parties' ATS Capacity (1589 GPM of capacity in the Arsenic Treatment System), the City covenants and agrees to reserve for each other Participating Owner listed below the following amounts of treatment capacity for a period of three (3) years after the "Substantial Completion Date" (as defined in the 2019 Arsenic JDA) of the 3800 GPM Arsenic System:

PARCEL	GPM	RATIO (%)
Altamira (Fulton)	600	15.7895
Verdugo (Fulton)	600	15.7895
Sunrise Ranch (Metro Oasis)	211	5.5526

During the 3 year period following "Substantial Completion" (as described in the 2019 Arsenic JDA) of the Arsenic Treatment System, the City agrees to not approve any final plat or site plan, or issue any building permits within the identified Parcels in the above table (which Parcels are more fully described in the 2019 Arsenic JDA) until the applicant shows proof of purchase of their entire respective Stipulated Pro Rata Share of capacity from the Asante Parties and City has received a Notice of Confirmed Capacity Allotment from LCD Asante with respect to such needed capacity in the Arsenic Treatment System over and above City's ATS Capacity allocated to such development.

5. **Financial Assurance For Temporary Arsenic Improvements**. City acknowledges that, pursuant to an April 23, 2020 Appointment of Replacement Escrow Agent

Under Asante Arsenic Treatment Development Agreement, Escrow Agent currently holds under its Escrow No. 5552TAZ (the "**Escrow**"), One Hundred Thousand Dollars ($100,000) in the form of cash and Two Hundred Thousand Dollars ($200,000) in the form of one or more letter(s) of credit as a financial assurance ("**Financial Assurance**") for the Asante Parties' obligation to lease and maintain the Temporary Arsenic Improvements. Upon the completion of Arsenic Treatment System pursuant to **Paragraph 4** of this Restated Agreement, including City's acceptance of the Arsenic Treatment System and dedication thereof to City, the Financial Assurance, whether in the form of cash or letter(s) of credit (including without limitation, any replacement letter(s) of credit), shall be released from the Escrow and returned to the applicable Asante Party that provided such Financial Assurance, and upon the request of any Asante Party, City shall execute and deliver to the applicable Asante Party, or authorize and instruct Escrow Agent to execute and deliver, a written release to the issuer of any letter(s) of credit or replacement letter(s) of credit.

6. **Dedication to City of a Portion of the Asante Water Facility Parcel**. City currently owns and operates a water treatment facility, the DO WSF, serving, among other properties, the Desert Oasis subdivision. The DO WSF is legally described on **Exhibit "A"** attached hereto and incorporated herein by reference. City desires that the size of the DO WSF be increased to include the area on which the Temporary Arsenic Improvements and the two water tanks owned by the Asante Parties are located. City requires that a portion of the Asante Water Facility Parcel be dedicated to City to enhance the efficient operation of the DO WSF and to accommodate Asante (the "**Addition to the DO WSF**"). In connection therewith, HEC Asante will dedicate that portion of the Asante Water Facility Parcel depicted on the site plan attached hereto as **Exhibit "D"** and incorporated herein by reference to City free and clear of monetary liens for the City's ownership, operation and maintenance promptly following approval and acceptance, as required, by Maricopa County, the City, the Federal Environmental Protection Agency, the Arizona Department of Water Resources and/or all other governmental or regulatory bodies or public or private utility entities with jurisdiction over the acquisition, treatment and distribution of drinking water within Asante, Desert Oasis or the properties described in the 2019 Arsenic JDA (the "**Approving Authorities**") of any improvements thereon. Following its approval of the size and configuration of the Addition to the DO WSF, HEC Asante will dedicate such property to City free and clear of monetary liens, and the City shall accept such dedication, in accordance with the City's customary practice for the dedication and acceptance similar properties; provided, however, HEC Asante shall make no representation or warranty with respect thereto other than as expressly set forth in this Restated Agreement. At the time of dedication, the Asante Parties shall provide the City with documentation identifying the costs of construction or the value of the assets being dedicated to the City.

7. **Potable Water and Water Master Plan**.

a. Potable Water Reservoir. City acknowledges that the Asante Parties have, in accordance with City's requirements, constructed a 1.89 million gallon potable water reservoir

(the "**1.89 MG Reservoir**") on the Asante Water Facility Parcel. The Asante Parties will connect the 1.89 MG Reservoir to water treatment facilities on the DO WSF in connection with the completion of construction of the Arsenic Treatment System. Asante Parties will dedicate the 1.89 MG Reservoir to the City at completion of the 3800 GPM Arsenic Treatment System, and City will and accept the 1.89 MG Reservoir for operation and maintenance.

b. Water Master Plan. The Asante Parties have caused Wilson Engineers to prepare the Updated Asante Water Master Plan. The Updated Asante Water Master Plan has been approved by City and confirmed to be consistent with City's Integrated Water Master Plan.

8. **Enclosure of the Addition to the DO WSF**. Following the dedication of the Addition to the DO WSF to City by HEC Asante, the Asante Parties will construct a perimeter fence along the portion of the exterior boundary of such property that is not contiguous to the DO WSF, as identified in Exhibit "D". This fence may be chain link type fencing. Following the completion and dedication of the first Asante Drinking Well, Asante Parties shall construct a permanent perimeter fence around the entire former Asante Water Facility Parcel. This fence will be constructed in accordance with the City's security master plans.

9. **Initial Asante Drinking Well**. Prior to the completion of the 500th dwelling unit in the Asante development, the Asante Parties will, in compliance with all applicable laws, rules and regulations of required Approving Authorities, complete construction of the first potable water well within Asante, together with above ground well equipment. The Asante Parties will also connect such well to City's water treatment facilities on the DO WSF. Upon such completion and connection, such well together with the connection lines will be dedicated to City free and clear of monetary liens and City will then assume the maintenance and operation thereof. The Asante Parties will dedicate said improvements and the City shall accept such dedication in accordance with the City's customary practice for the dedication and acceptance of water system improvements; provided, however, the Asante Parties shall make no representation or warranty with respect to any improvements other than as expressly set forth in this Restated Agreement.

10. **Future Water System Expansion**. Future expansion of the Arsenic Treatment System will be based on projected demand in accordance with the approved Updated Asante Master Water Plan. Future potable wells, reservoirs, and (to the extent required for Asante Development arsenic treatment facilities after Asante has been allocated arsenic treatment capacity equal to the difference between 3000 GPM [the original 3800 GPM capacity less City's ATS Capacity] and ATS Capacity Purchased from Asante Parties) arsenic treatment facilities will be provided by the Asante Parties in accordance with City drinking water standards and as required by the Updated Asante Master Water Plan. If warranted by the water quality of subsequent potable water wells in light of then current City drinking water standards, the Asante Parties will construct

cost effective fluoride treatment of water serving Asante, which treatment protocol will be subject to City's approval, not to be unreasonably denied, withheld, or delayed.

11. **Asante Parties Obligations Vis a Vis City and One Another**. Nothing set forth in the Prior Arsenic Agreement or this Restated Agreement shall, solely between LCD Asante and HEC Asante, in any way, expand, diminish, modify or affect the rights or obligations of LCD Asante and HEC Asante as set forth in the Asante JDA. LCD Asante and HEC Asante agree that the Asante JDA shall, solely between themselves, continue to govern their respective rights and obligations under this Restated Agreement, regardless of any contrary interpretation contained in this Restated Agreement.

12. **Assignment**. The provisions of this Restated Agreement are binding upon and shall inure to the benefit of the Asante Parties and City, and all of their successors in interest and assigns; provided; however, that the Asante Parties' rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to Asante, or a portion thereof, and only by a written instrument delivered to City, expressly assigning such rights and obligations by either LCD Asante or HEC Asante. In the event of a complete or partial assignment by either or both of the parties comprising the Asante Parties, all or a portion of such party's or parties' rights and obligations hereunder shall terminate effective upon the assumption by the assignee of such rights and obligations and the execution of an addendum that recognizes the assignment with respect to the portion of Asante transferred or conveyed. The applicable Asante Party, or its successor, shall submit each addendum on the form attached hereto and incorporated herein by reference as **Exhibit "E"**, and when such addendum has been approved and countersigned by the City Manager, it shall be incorporated into and become a part of this Restated Agreement.

13. **Escrow Agent**. Escrow Agent shall have the following rights and obligations:

a. Acceptance of Duties. Escrow Agent will maintain the Escrow for the retention of the Financial Assurance defined in **Paragraph 5 above**. Escrow Agent shall retain the Financial Assurance deposited into Escrow and disburse the same from the Escrow from time to time in accordance with the terms and conditions of this Restated Agreement

b. All sums shall be deposited into as many accounts as may be necessary to be assured that the funds (including any interest earned thereon) in each account is fully insured to the extent feasible. Escrow Agent hereby accepts the duties imposed upon it by this Restated Agreement and represents that it is fully empowered under any applicable laws and regulations to accept such duties, and agrees to perform such duties, but only upon and subject to the express terms and conditions set forth in this Restated Agreement.

c. No Implied Covenants. No implied covenants or implied obligations shall be read into this Restated Agreement against Escrow Agent.

d. Reimbursement of Escrow Agent. Escrow Agent shall be entitled to advice of counsel of its choosing concerning any dispute or controversy between the parties which may arise hereunder and may pay reasonable compensation to all attorneys retained by it in such matters. Escrow Agent shall be entitled to reimbursement from the parties in accordance with the terms of **Paragraph 13.m** below for reasonable attorneys' fees paid in connection with the foregoing, which fees shall be payable by the non-prevailing party in such dispute. Escrow Agent shall not be responsible for any loss or damage resulting from any action taken in good faith in reliance upon the opinion or advice of counsel.

e. Reliance. Escrow Agent shall incur no liability in acting upon any notice, request, consent, waiver, certificate, statement, opinion or other document which it shall reasonably believe to be genuine and to have been signed by the proper person and to have been prepared and furnished in connection with any of the provisions of this Restated Agreement, and Escrow Agent shall be under no duty to make any investigation or inquiry as to any statement contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

f. Handling of Funds. All monies held by Escrow Agent pursuant to this Restated Agreement shall, until applied as herein provided, be held in trust for the purposes for which they were received and shall be segregated from other funds. The parties shall provide such documentation as may reasonably be requested by Escrow Agent to authorize the investment of funds held by Escrow Agent pursuant to this Restated Agreement.

g. Performance. Escrow Agent shall perform such duties and only such duties as are specifically set forth in this Restated Agreement.

h. Escrow Agent Responsibility. No provision of this Restated Agreement shall be construed to relieve Escrow Agent from liability for its own negligent action, its own negligent failure to act, its own willful misconduct, or its breach of this Restated Agreement.

i. Escrow Agent's Funds. No provision of this Restated Agreement shall require Escrow Agent to expend or risk its own funds in the performance of any of its duties or the exercise of any of its rights or powers.

j. Conflicting Demands. If conflicting demands are made upon Escrow Agent to any monies or letters of credit at any time held by it hereunder, then Escrow Agent may hold the monies, letters of credit, or any documents pertaining thereto pending receipt of mutual instructions, until the rights of the parties are determined by an appropriate court of law, or Escrow Agent may interplead any and all documents held by it hereunder (other than a letter of credit), pending the outcome of the litigation, in which event, Escrow Agent shall be relieved of any and all liability to the parties hereunder.

k. Interest. Upon Escrow Agent's receipt of its required "Investment Instructions", Escrow Agent shall invest all cash funds delivered and retained by Escrow Agent in separate money market account(s) for the individual party making such deposit, subject to immediate withdrawal without penalty, with one or more federally insured banks with offices in the metropolitan Phoenix area satisfactory to the depositing party and Escrow Agent. All costs and expenses of such account and all interest earned on such sums shall belong to the individual party depositing such cash funds.

l. Requests of Accounting. Upon request of any party, a copy of Escrow Agent's record of accounting for funds received and disbursed, on Escrow Agent's form, shall be furnished in writing to the requesting party at such party's cost.

m. Indemnification. In the event of a dispute, the parties hereby indemnify and promise to save harmless Escrow Agent for, from and against all costs, damages, attorneys' fees, expenses and liabilities which it may incur or sustain in connection with these provisions, except as otherwise described in **Paragraph 13.h**, and will pay the same upon demand provided they are the non-prevailing party in such dispute. Except to the extent Escrow Agent is obligated to indemnify the parties as expressly set forth in this Restated Agreement, the parties hereby fully release and relieve Escrow Agent from any and all claims and liability that may arise as a result of Escrow Agent's good faith performance of its obligations under the terms and conditions of this Restated Agreement.

n. Escrow Agent's Fees. Escrow Agent shall be entitled to compensation from the Asante Parties for its services under this Restated Agreement. Escrow Agent shall be entitled to receive its usual and customary fees and charges in conformity with the fee schedule of the Escrow Agent then in effect and as may be amended from time to time, without notice.

o. Limitation of Liability. Notwithstanding any other provision of this Restated Agreement, Escrow Agent has no responsibility or liability hereunder, except to

the extent that Escrow Agent may fail properly to perform or disburse money pursuant to this Restated Agreement.

14. **Notices**. All notices required or permitted by this Restated Agreement shall be in writing. Such notices may be delivered in person (by hand delivery or professional messenger service) to either party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid, or may be transmitted by facsimile or electronic mail transmission and addressed as follows:

If to LCD Asante:

LCD Asante, LLC
c/o Lennar Communities Development, Inc.
Attn: Alan M. Jones and Jeffery Gunderson
1665 W. Alameda Dr., Suite 130
Gilbert, AZ 85282-3200
Fax: 480-777-4696
Email: alan.m.jones@lennar.com and jeff.gunderson@lennar.com

With a Required Copy to:

LCD Asante, LLC
Legal Dept. / Attn: Melanie M. Houk
25 Enterprise
Aliso Viejo, California 92656-2601
Fax: 949-349-8037

If to HEC Asante:

HE Capital Asante, LLC
Attn: Matt McGraner
300 Crescent Ct #700
Dallas, TX 75201
Fax: N/A
Email: mmcgraner@highlandcapital.com

HE Capital Asante, LLC
Attn: Cody Morton
300 Crescent Ct #700
Dallas, TX 75201
Fax: N/A
Email: CMorton@HighlandCapital.com

HE Capital Asante, LLC
Attn: D.C. Sauter
300 Crescent Ct #700
Dallas, TX 75201
Fax: N/A
Email: Dsauter@nexpointadvisors.com

If to City

Attn: Community Development Director
Attn: Lloyd Abrams
16000 North Civic Center Drive

With a Required Copy to:

City of Surprise
Attn: City Attorney, Robert Wingo
16000 North Civic Center Drive

Surprise, Arizona 85374
Fax: 623 222-3001
Email: Lloyd.Abrams@surpriseaz.gov

Surprise, Arizona 85374
Fax: 623-222-1101
Email: Robert.wingo@surpriseaz.gov

And if Notice or Delivery to the Project Engineer is Required Pursuant to this Agreement, to:

Water Works Engineers
Attn: John Matta
7500 N. Dobson Rd.
Suite 200
Scottsdale, AZ 85256
Fax: (480) 661-1743
Email: johnm@wwengineers.com

15. **Cooperation**. City and the Asante Parties agree to cooperate in connection with the development of Asante and the improvements described in this Restated Agreement. The City and the Asante Parties shall promptly on written request execute, acknowledge and deliver to the appropriate party any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Restated Agreement.

16. **Default and Remedies**.

a. Default by the City. Notwithstanding anything to the contrary contained in this Restated Agreement, City shall not be in default hereunder and the Asante Parties shall not be entitled to exercise any remedies hereunder (such as City's failure to pay its "Stipulated Pro Rata Share" of "Project Costs" and all other fees and expenses payable by City under the 2019 Arsenic JDA), unless the defaulting party fails to cure such default within ten (10) days after receipt of written notice specifying a monetary breach and within thirty (30) days after receipt of written notice specifying a non-monetary breach; provided however, that if a non-monetary breach cannot reasonably be cured within such thirty (30) day period, the defaulting party shall have an additional reasonable period of time within which to effect such cure on condition that the defaulting party has begun such cure within said thirty (30) day period and thereafter works diligently to complete the cure within such reasonable time. If the defaulting party fails to cure such default by the expiration of the cure period provided above, the Asante Parties shall have the right, but not the obligation, in addition to all other remedies available under this Restated Agreement or at law or in equity, to expend such reasonable sums of money as are necessary to cure the default. Any such sum paid by any of the Asante Parties shall be immediately due and payable from the defaulting party to the applicable Asante Party. In the event the defaulting party fails to pay all or any portion of any sum due and payable to the applicable Asante Party within ten (10) days after receipt of a

statement therefor, such unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the date such amount was due and payable until such amount is paid in full.

b. Default by the Asante Parties. Notwithstanding anything to the contrary contained in this Restated Agreement, the Asante Parties shall not be in default hereunder and the City shall not be entitled to exercise any remedies hereunder unless the Asante Parties fails to cure the breach within ten (10) days after the Asante Parties' receipt of written notice specifying a monetary breach and within thirty (30) days after the Asante Parties' receipt of written notice specifying a non-monetary breach; provided however, that if the breach is a non-monetary breach which cannot reasonably be cured within such thirty (30) day period, the Asante Parties shall have an additional reasonable period of time within which to effect such cure on condition that the Asante Parties have begun such non-monetary cure within said thirty (30) day period and thereafter works diligently to complete the cure within such reasonable time. If the Asante Parties fail to cure such default by the expiration of the cure period provided above, City shall have the right, but not the obligation, in addition to all other remedies available under this Restated Agreement or at law or in equity, to expend such reasonable sums of money as are necessary to cure the default. Any such sum paid by City shall be immediately due and payable from the Asante Parties to City. In the event the Asante Parties fail to pay all or any portion of any sum due and payable to City within ten (10) days after receipt of a statement therefor, such unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the date such amount was due and payable until such amount is paid in full.

c. Limitation on Monetary Damages. In no event shall any Party hereunder be liable for any general, special, consequential or punitive damages arising from its failure to perform in accordance with this Restated Agreement.

17. **Waiver of Trial by Jury**. The Asante Parties and the City hereby expressly covenant and agree to **waive the right to trial by jury** in connection with any litigation or judicial proceeding relating to, directly or indirectly, or concerning this Restated Agreement or the conduct, omission, action, obligation, duty, right, benefit, privilege or liability of a party hereunder to the full extent permitted by law. This **waiver of right to trial by jury** is separately given and is knowingly, intentionally and voluntarily made with and upon the advice of competent counsel. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue. The Asante Parties and the City further certify and represent to each other that no party, representative or agent of the Asante Parties or the City (including, but not limited to, their respective counsel) has represented, expressly or otherwise, to any the Asante Party or the City or to any agent or representative thereof (including, but not limited to, their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver shall apply to any future amendments, supplements or modifications of the Restated Agreement.

The venue for any dispute shall be in Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason.

18. **Partnership**. Nothing herein does nor shall be construed to create a partnership or joint venture among any of the Asante Parties and/or the City with respect to Asante, the improvements to be constructed pursuant to the provisions of this Restated Agreement or the development thereof.

19. **Good Standing; Authority**. The parties hereby respectively represent and warrant to one another as follows: (i) the representing party is duly formed and validly existing under the laws of its state of organization; and (ii) the individuals executing this Restated Agreement on behalf of the representing party are authorized and empowered to so sign by the party on whose behalf each such individual is signing.

20. **Time**. Time is of the essence with respect to each provision of this Restated Agreement. If under this Restated Agreement the time for performance or other action falls on a Saturday, Sunday or legal public holiday observed by the City, the performance or other act shall be due on the next day that is not a Saturday, Sunday or legal public holiday (a **"business day"**).

21. **Attorneys' Fees**. In the event arbitration or other dispute resolution measures are required by either party to enforce the terms and provisions hereof, or to recover damages for the breach of this Restated Agreement, the prevailing party shall be entitled to recover from the other party all costs, expenses and reasonable attorneys' fees incurred in connection with the exercise by the prevailing party of its rights and remedies hereunder. For purposes of this paragraph, the term "prevailing party" shall mean, in the case of the claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of the defendant, one who is successful in denying substantially all of the relief sought by the claimant. Any award of attorneys' fees shall be set by the arbitrator or judge, but in no event by a jury.

22. **Miscellaneous**. Headings in this Restated Agreement are for convenience only and shall not define or limit the provisions hereof. This Restated Agreement shall be construed according to its plain meaning and shall not be strictly construed for or against any party hereto. This Restated Agreement shall be governed by the laws of the State of Arizona. All the terms, covenants and conditions herein contained shall inure to the benefit of and be binding on the parties hereto, their successors and assigns. Any modification or waiver of any term of this Restated agreement, including a modification of this term, must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought. This Restated Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and all other prior and contemporaneous agreements, representations and understandings, written or oral, are hereby superseded and merged into this Restated Agreement. Should any term, provision,

covenant or condition of this Restated Agreement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Restated Agreement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein. This Restated Agreement may be executed in counterpart and each such counterpart, when taken together with all other counterparts, shall be deemed one and the same original document. The Asante Development Agreement is an independent agreement and is not merged herein or amended by this Restated Agreement.

23. **Expedited Resolution Process**. In the event that any objection(s) or disagreement is to be resolved by the Expedited Resolution Process, the matter shall be resolved in the following manner: (A) the City and the Asante Parties shall each promptly (and in no event later than five (5) business days after conclusion of the meet and confer process or receipt of written notice identifying a matter pursuant to this Restated Agreement to be resolved by this Expedited Resolution Process) select an engineer licensed in Arizona or other land use professional to represent it in the resolution process. (B) The two engineers and/or land use professionals so selected shall thereupon promptly (but in no event later than five (5) business days after the two are selected) select a third independent qualified engineer licensed in Arizona and/or land use professional. The three engineers and/or land use professionals so selected shall form a panel who shall thereupon arbitrate between the parties. (C) Each party shall within seven (7) days after receipt of notice of the selection of the third engineer and/or land use professional submit to the panel in writing its proposed solution to the dispute. (D) The panel may (but shall not be so obligated) require both parties to attend a hearing at which each party can present its position. The panel shall determine the rules of the arbitration and/or hearing process with a preference for whatever will help resolve the issue(s) in the most expedient manner. (E) Within ten (10) days after expiration of the period within which to submit written materials the panel shall meet, review the written materials presented, confer, and by majority vote render a decision selecting one of the two alternatives proposed by the parties and rejecting the other of them. (F) The decision of the panel shall be final and binding and the non-prevailing party shall pay the costs and expenses of the arbitrators. (G) The decision of the panel shall constitute approval of the position taken by the party in whose favor the panel shall have ruled. The foregoing process is hereinafter called the **"Expedited Resolution Process".**

24. **Recordation.** The City shall cause this Restated Agreement to be recorded in the office of the County Recorder of Maricopa County, Arizona, within ten (10) days after the date the City enters into this Restated Agreement.

25. **Conflict of Interest**. This Agreement is subject to the terms of A.R.S. § 38-511.

26. **Excess Well Capacity**. The parties mutually acknowledge that the combined capacity generated or to be generated by Asante Well No. 4, Asante Well No. 3, Asante Well No.

2 and Asante Well No. 1 exceeds the water capacity requirements for Asante South. City agrees that all such excess capacity generated at any time shall be applied to satisfy the water capacity requirements of Asante North. Further, except as provided in the 2019 Arsenic JDA, to the extent that any water treatment capacity paid for by any Asante Party in connection with Asante South exceeds the requirements of Asante South, City agrees that such excess water treatment capacity shall be applied to satisfy the water treatment capacity requirements of Asante North. If such excess water capacity or water treatment capacity is more than sufficient to meet the water requirements of Asante North, then, except as set forth in the 2019 Arsenic JDA, City is free to use all additional capacity for any City purposes.

27. **Termination**.

a. **General**. Except as set forth in the next succeeding sentence, this Restated Agreement shall terminate on the twenty fifth (25^{th}) anniversary of the date of the recordation of this Restated Agreement in the official records of the Maricopa County Recorder's office, and the parties shall have no further obligations to one another hereunder following such date. Notwithstanding the foregoing, both the (i) obligations of the parties hereto pursuant to **Paragraph 26** hereof, and (ii) City's agreement to prevent others from tying into or otherwise benefitting from the Arsenic Treatment System except upon confirmation from LCD Asante that they qualify as Participating Owners or Non-Participating Owners under the 2019 Arsenic JDA, and LCD Asante's right (on behalf of itself and HEC Asante) to recover the costs of constructing the Arsenic Treatment System pursuant to, and as stated in, the 2019 Arsenic JDA, shall continue to be enforceable beyond said twenty fifth (25th) anniversary.

b. **Sale of Residential Lots**. Except as otherwise provided herein, the parties hereby acknowledge and agree that this Restated Agreement is not intended to, and shall not create conditions or exceptions to title or covenants running with any single family or dual family residential lot within Asante or Asante North which has been finally subdivided and individually sold to the end purchaser or user ("**Residential Lot**") and any tracts or land intended to be dedicated or conveyed to the City, any utility provider, any homeowners association or any school district. Therefore, in order to alleviate any concern as to the effect of this Restated Agreement on the status of title to any such property, so long as not prohibited by law, this Restated Agreement shall terminate without the execution or recordation of any further document or installment as to any Residential Lot and any tracts or land dedicated or conveyed to the City, any utility provider, any homeowners association or any school district, and thereupon such Residential Lot and any tracts or land dedicated or conveyed to the City, any utility provider, any homeowners association or any school district shall be released from and no longer be subject to or burdened by the provisions of this Restated Agreement.

28. **Exhibits**. The following Exhibits are attached to this Restated Agreement:

Exhibit “A”	Legal Description of DO WSF
Exhibit “A-1”	Graphic Depiction of DO WSF
Exhibit “B”	Legal Description of Asante Water Facility Parcel
Exhibit “B-1”	Site Plan Depiction of Asante Water Facility Parcel
Exhibit “C”	Copy of Recorded Memorandum of 2019 Arsenic JDA
Exhibit “D”	Site Plan - Addition to the DO Water Facility Parcel
Exhibit “E”	Addendum (Regarding Assignment - Restated Agreement)

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Asante Arsenic Treatment Development Agreement as of the day and year first written above.

See Following Pages For Signatures

Signature Page To
Amended and Restated Asante Arsenic Treatment Development Agreement

CITY OF SURPRISE, an Arizona municipal corporation

By:_____
Name: Skip Hall
Its: Mayor

APPROVED AS TO FORM:

By: _____
Robert Wingo
City Attorney

ATTESTED:

By: _____
City Clerk

For City Internal Use only:

Signature for Scope/Content approval:

_____

Signature for Procurement/Budget approval:

_____

LCD ASANTE, LLC, a Delaware limited liability company

By: Lennar Communities Development, Inc., a Delaware corporation
Its: Manager

By: _____

Name: _____

Its: _____

HE CAPITAL ASANTE, LLC, a Delaware limited liability company

By: _____
Its: _____

By: _____

Name: _____

Its: _____

ESCROW AGENT

EMPIRE WEST TITLE AGENCY LLC, an Arizona limited liability company, D/B/A Thomas Title & Escrow

By: _____

Name: _____

Its: _____

EXHIBIT "A"

Legal Description of City's DO WSF

LEGAL DESCRIPTION
FOR
WATER TREATMENT FACILITY

THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND ALSO BEING PART OF THE BAER PARCEL MAP OF DEDICATION FOR DESERT OASIS OF SURPRISE, RECORDED IN BOOK 666 OF MAPS, PAGE 8, M.C.R. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE SOUTH 47°10'41" EAST, ALONG THE WEST LINE OF SAID MAP OF DEDICATION, A DISTANCE OF 94.97 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 47°10'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 638.69 FEET:
THENCE DEPARTING SAID WEST LINE, NORTH 42°49'19" EAST, A DISTANCE OF 572.09 FEET;
THENCE NORTH 00°21'58" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON A LONE WHICH IS PARALLEL WITH AND 65.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1;
THENCE SOUTH 89°38'02 WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 857.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 191,269 SQUARE FEET OR 4.39 ACRES MORE OR LESS.

EXHIBIT "A-1"

Graphic Depiction of City's DO WSF

See Following Page

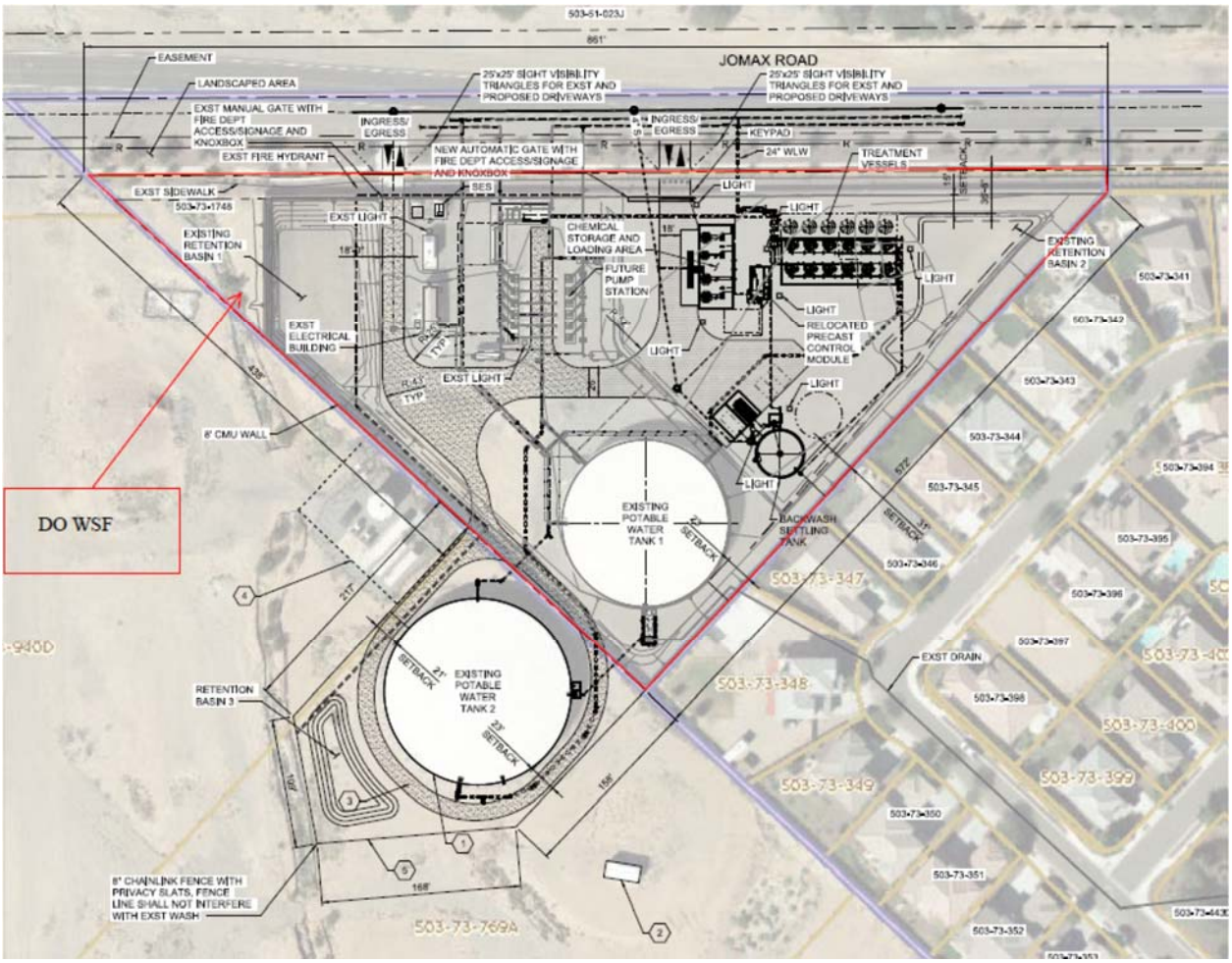

JOMAX ROAD
EASEMENT
LANDSCAPED AREA
EXST MANUAL GATE WITH FIRE DEPT ACCESS/SIGNAGE AND KNOXBOX
EXST FIRE HYDRANT
EXST SIDEWALK
INGRESS/ EGRESS
NEW AUTOMATIC GATE WITH FIRE DEPT ACCESS/SIGNAGE AND KNOXBOX
25'x25' SIGHT VISIBILITY TRIANGLES FOR EXST AND PROPOSED DRIVEWAYS
KEYPAD
24" WLW
TREATMENT VESSELS
EXST LIGHT
LIGHT
EXISTING RETENTION BASIN 1
EXISTING RETENTION BASIN 2
CHEMICAL STORAGE AND LOADING AREA
FUTURE PUMP STATION
EXST ELECTRICAL BUILDING
RELOCATED PRECAST CONTROL MODULE
8' CMU WALL
DO WSF
EXISTING POTABLE WATER TANK 1
BACKWASH SETTLING TANK
EXISTING POTABLE WATER TANK 2
SETBACK
RETENTION BASIN 3
EXST DRAIN
8' CHAINLINK FENCE WITH PRIVACY SLATS, FENCE LINE SHALL NOT INTERFERE WITH EXST WASH
503-73-769A
503-73-347
503-73-348
503-73-349
503-73-400
503-73-399

EXHIBIT "B"

Legal Description of Asante Water Facility Parcel

See Following Page

Legal Description – Asante Water Facility Parcel

DEI
Professional Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com

16 September 2005
Lennar Communities Development, Inc.
ASANTE
Job No. 03101

LEGAL DESCRIPTION

WATER CAMPUS SITE

A parcel of land located within the Northwest Quarter of Section 1, Township 4 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 1, a one inch iron pipe, from which the southwest corner of said section, an aluminum cap, bears South 00°46'32" West 4,846.33 feet;

Thence South 46°28'39" East 535.26 feet along a line connecting the said northwest corner of Section 1, with the southeast corner of said section, a brass cap in handhole, bearing South 46°28'39" East 7,182.18 feet, to the **Point of Beginning;**

Thence continuing along said line, South 46°28'39" East 362.00 feet;

Thence South 43°31'21" West 362.00 feet;

Thence North 46°28'39" West 362.00 feet;

Thence North 43°31'21" East 362.00 feet, to the **Point of Beginning.**

Said parcel contains 3.0084 acres, more or less.



J:\Projects\03101\Legal Descriptions\phase three h2o tank site doc

EXHIBIT "B-1"

Site Plan Depiction of Asante Water Facility Parcel

See Following Page

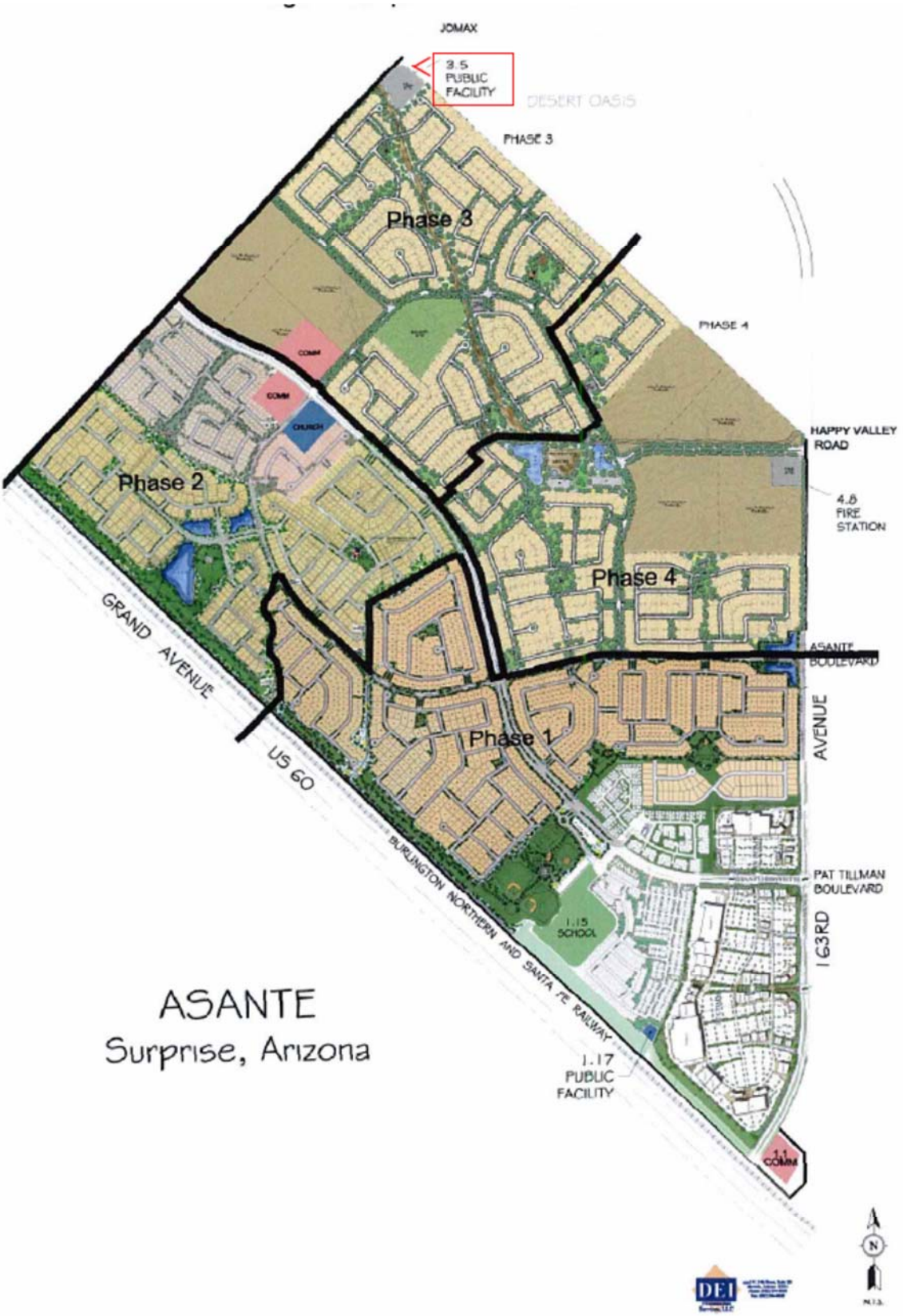

JOMAX
3.5
PUBLIC
FACILITY
DESERT OASIS
PHASE 3
Phase 3
PHASE 4
COMM
COMM
CHURCH
Phase 2
HAPPY VALLEY
ROAD
4.8
FIRE
STATION
Phase 4
ASANTE
BOULEVARD
GRAND AVENUE
US 60
Phase 1
AVENUE
PAT TILLMAN
BOULEVARD
1.15
SCHOOL
163RD
BURLINGTON NORTHERN AND SANTA FE RAILWAY
1.17
PUBLIC
FACILITY
COMM
ASANTE
Surprise, Arizona
DEI
N

EXHIBIT "C"

Copy of Recorded Memorandum of 2019 Arsenic JDA

See Following Pages

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190502986 07/02/2019 10:56
ELECTRONIC RECORDING

3955808-48-1-1--
Yorkm

When Recorded, Return to:

Gammage & Burnham, P.L.C.
Attn: Thomas J. McDonald
2 N. Central Avenue, 15th Floor
Phoenix, AZ 85004

North American Title

21800-18-04365
1 of 1

MEMORANDUM OF JOINT DEVELOPMENT, COST SHARING, REIMBURSEMENT AND ESCROW AGREEMENT

DATE: ~~June~~ JULY 1, 2019

PARTIES: LCD ASANTE, LLC, a Delaware limited liability company ("**LCD Asante**")

METRO OASIS, LLLP, an Arizona limited liability limited partnership ("**Metro Oasis**")

FULTON HOMES CORPORATION, an Arizona corporation ("**Fulton**")

ESCROW AGENT: NORTH AMERICAN TITLE COMPANY, an Arizona corporation ("**Escrow Agent**"), as escrow agent under Escrow No. 21800-18-04365

RECITALS:

A. LCD Asante owns that certain real property situated in the City of Surprise, (the "**City**"), and described on **Exhibit "A"** attached hereto and by reference incorporated herein (**"Asante Property"**).

B. Metro Oasis owns that certain real property situated in the City and described on **Exhibit "B"** attached hereto and by reference incorporated herein (**"Sunrise Ranch Property"**).

C. Fulton owns that certain real property situated in the City and described on **Exhibit "C"** and **Exhibit "D"** attached hereto and by reference incorporated herein (**"Verdugo Property"** and **"Altamira Property"** respectively and, together with the Asante Property, and the Sunrise Ranch Property, the "**Properties**").

D. The parties hereto have entered into that certain Joint Development, Cost Sharing, Reimbursement and Escrow Agreement, dated June ___, 2019 (the "**Joint Development Agreement**"), wherein the parties have set forth their rights and obligations with respect to, among other things, the duty of the Construction Manager (as defined in the Joint Development Agreement) to manage the planning and construction of certain improvements that will benefit the Property as a whole and the duty of Owners within the Property to share the cost of the construction.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purposes set forth in the foregoing recitals which are incorporated herein and acknowledged to be true and correct, the parties hereby give notice of their rights and responsibilities under the Joint Development, Cost Sharing, Reimbursement and Escrow Agreement by recordation of this Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement (the **"Memorandum"**) in the office of the County Recorder of Maricopa County, Arizona.

LCD Asante, Metro Oasis, Fulton, and Escrow Agent are in possession of a copy of the Joint Development Agreement. Their addresses for notices follow:

If to LCD Asante:

c/o Lennar Arizona, Inc.
Attention: Alan M. Jones and Jeff Gunderson
1665 W. Alameda Dr., Suite 130
Tempe, Arizona 85282-3200
Fax No.: (480) 897-2974

If to Metro Oasis:

Metro Oasis, LLLP
17700 N. Pacesetter Way, Suite 100
Scottsdale, AZ 85255
Attention: Tim Brislin
Facsimile: 480-348-8976

If to Fulton:

Fulton Homes Corporation
9140 S. Kyrene Road, Suite 202
Tempe, Arizona 85284
Attention: Norman L. Nicholls
Facsimile: 480-753-5554

If to Escrow Agent:
North American Title Company
3200 East Camelback Road, Suite 200
Phoenix, Arizona 85018
Attn: Sally Hevier and Kim Peru
Fax No.:(866) 488-1907

The parties hereto hereby agree to execute, acknowledge and record a release of this Memorandum upon the full satisfaction by Owners of their duties and obligations under the Joint Development Agreement with respect to the payment of Project Costs but the Joint Development Agreement and the other rights and obligations to be performed under the Joint Development Agreement after the payment of Project Costs shall continue in effect among the Parties notwithstanding that the Property has been released from the Memorandum. Notwithstanding anything to the contrary, in all events the Joint Development Agreement, this Memorandum shall be deemed automatically released as to a lot established by a recorded subdivision plat, without the need for any further action, upon the issuance of a certificate of

occupancy with respect to the residential dwelling unit constructed on such lot and the conveyance of such lot to a retail purchaser. Any title insurer may rely on this paragraph when issuing any commitment to insure or when issuing a title insurance policy in connection with the retail sale of any such single-family lot within the Property to a retail purchaser and, accordingly, not show the Joint Development Agreement or this Memorandum as an exception to title.

No engineer, contractor, subcontractor, supplier, vendor, lender, lienholder or other person or entity that is not an express party to the Joint Development Agreement is intended to be a third party beneficiary of the Joint Development Agreement or this Memorandum.

Any term not expressly defined in this Memorandum shall have the definition contained in the Joint Development Agreement. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto. Any party hereto or North American Title Company, as Escrow Agent, may, for purposes of recording a single document with all signature and notary pages attached, remove the signature and notary pages from duplicate counterpart copies hereof and attach said pages to the counterpart copy hereof signed by another party. All of the provisions of the Joint Development Agreement and this Memorandum constitute covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date set forth above.

SIGNATURE PAGES FOLLOW:

SIGNATURE PAGE TO MEMORANDUM OF JOINT DEVELOPMENT, COST SHARING, REIMBURSEMENT AND ESCROW AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement as of the date set forth above.

LCD ASANTE:

LCD ASANTE, LLC, a Delaware limited liability company

By: Lennar Communities Development, Inc., a Delaware corporation, its Member

By: _____

Name: Jeff Gunderson

Its: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 24th day of June, 2019 by JEFF GUNDERSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity; and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public Nichole Schultz
My Commission Expires: MARCH 23, 2020

NICHOLE SCHULTZ
Notary Public, State of Arizona
Maricopa County
Commission # 505722
My Commission Expires
March 23, 2020

SIGNATURE PAGE TO MEMORANDUM OF JOINT DEVELOPMENT, COST SHARING, REIMBURSEMENT AND ESCROW AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement as of the date set forth above.

METRO OASIS:

METRO OASIS, LLLP, an Arizona limited liability limited partnership

By: Desert Oasis Ventures, LLLP, an Arizona limited liability partnership, its General Partner

By: Harvard Ventures, Inc., a Nevada corporation, its General Partner

By: _____

Name: Timothy P Bristlin

Its: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 1st day of July, 2019 by Timothy P Bristlin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity; and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public Rhonda L Wells

My Commission Expires: 8-19-19

RHONDA L WELLS
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 19, 2019

SIGNATURE PAGE TO MEMORANDUM OF JOINT DEVELOPMENT, COST SHARING, REIMBURSEMENT AND ESCROW AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Joint Development, Cost Sharing, Reimbursement and escrow agreement as of the date set forth above.

METRO OASIS:

METRO OASIS, LLLP, an Arizona limited liability limited partners

By: Desert Oasis Ventures, LLLP, an Arizona limited liability partnership, its General Partner

By: Harvard Ventures, Inc., a Nevada corporation, its General Partner

By: _____
Name: Katherine L. Astrom
Its: Treasurer

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 1st day of July, 2019 by Katherine L. Astrom personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity; and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public _____
My Commission Expires: 9/14/2019

KIMBERLEY KORP
Notary Public - Arizona
Maricopa County
My Comm. Expires Sep 14, 2019

Second Signature Page for
Metro Oasis, LLLP

SIGNATURE PAGE TO MEMORANDUM OF JOINT DEVELOPMENT, COST SHARING, REIMBURSEMENT AND ESCROW AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement as of the date set forth above.

FULTON:

FULTON HOMES CORPORATION, an Arizona corporation

By: Norm Lee Nichols

Name: NORMAN NICHOLS

Its: PRESIDENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 18th day of June, 2019 by Norm Lee Nichols personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity; and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Melissa Murphy

Notary Public
My Commission Expires: 4-22-2020

OFFICIAL SEAL
MELISSA MURPHY
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
April 22, 2020

SIGNATURE PAGE TO MEMORANDUM OF JOINT DEVELOPMENT, COST SHARING, REIMBURSEMENT AND ESCROW AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement as of the date set forth above.

ESCROW AGENT:

NORTH AMERICAN TITLE COMPANY, an Arizona corporation

By: Sally S. Hevier
Name: SALLY S. HEVIER
Its: BRANCH MANAGER

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 2nd day of July, 2019 by Sally S. Hevier personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity; and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public
My Commission Expires: 7/15/2022

Kimberly Lynn Peru
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
Jul. 15, 2022
Commission# 547002

EXHIBIT "A"

Legal Description of the Asante Property

[see attached]

Parcel No. 1 **(Asante North Phase 2)**

LEGAL DESCRIPTION
ASANTE NORTH – PHASE 2 (A.K.A. PARCEL A) LESS PARCEL 63

A PARCEL OF LAND LOCATED WITHIN SECTIONS 2, 3 AND 11, TOWNSHIP 4 NORTH, RANGE 2 WEST, AND WITHIN THE SOUTH HALF OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REFERENCE MONUMENT FOR THE SOUTHWEST CORNER OF SAID SECTION 2, BEING AN ALUMINUM CAP FLUSH, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 2, BEING AN ALUMINUM CAP FLUSH, BEARS NORTH 01 DEGREES 53 MINUTES 43 SECONDS EAST, A DISTANCE OF 4783.13 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 43 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 625.76 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, DEPARTING SAID LINE AND ALONG THE NORTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY, A DISTANCE OF 7,524.11 FEET;

THENCE NORTH 43 DEGREES 54 MINUTES 32 SECONDS EAST, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 170.46 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,420.00 FEET;

THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90 DEGREES 27 MINUTES 40 SECONDS, A DISTANCE OF 2,241.96 FEET;

THENCE SOUTH 45 DEGREES 37 MINUTES 49 SECONDS EAST, A DISTANCE OF 2,372.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,900.00 FEET;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 28 SECONDS, A DISTANCE OF 1,068.05 FEET;

THENCE SOUTH 12 DEGREES 09 MINUTES 44 SECONDS WEST, A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, THE RADIUS OF WHICH BEARS NORTH 12 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 2,100.00 FEET;

THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22 DEGREES 59 MINUTES 11 SECONDS, A DISTANCE OF 842.49 FEET;

THENCE NORTH 79 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 56.66 FEET;

THENCE SOUTH 55 DEGREES 49 MINUTES 27 SECONDS EAST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 10 DEGREES 49 MINUTES 27 SECONDS EAST, A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,518.00 FEET;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 69 DEGREES 14 MINUTES 56 SECONDS, A DISTANCE OF 1,834.69 FEET;

THENCE SOUTH 80 DEGREES 04 MINUTES 23 SECONDS EAST, A DISTANCE OF 488.17 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,382.00 FEET;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33 DEGREES 35 MINUTES 44 SECONDS, A DISTANCE OF 810.34 FEET;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 511.74 FEET;

THENCE SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 2,709.63 FEET TO THE NORTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1,611.67 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

EXCEPT ALL COAL AND OTHER MINERALS AS RESERVED IN THE PATENTS RECORDED IN DOCKET 758, PAGE 542 AND BOOK 314 OF DEEDS, PAGE 213.

AND ALSO EXCEPTING;

A PARCEL OF LAND LOCATED WITHIN THE SOUTH HALF OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 2 WEST, AND WITHIN THE NORTH HALF OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 34, BEING A GLO BRASS CAP FLUSH, FROM WHICH THE SOUTHWEST CORNER OF SECTION 34, BEING A MARICOPA COUNTY BRASS CAP IN A HANDHOLE WITH LAND SURVEYOR NUMBER

25070, BEARS SOUTH 89 DEGREES 43 MINUTES 03 SECONDS WEST, A DISTANCE OF 2,689.07 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 16.37 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, OF WHICH THE RADIUS POINT BEARS SOUTH 69 DEGREES 01 MINUTES 39 SECONDS EAST, A DISTANCE OF 770.00 FEET;

THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 46 DEGREES 31 MINUTES 04 SECONDS, A DISTANCE OF 625.16 FEET;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 249.62 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILWAY PER NOD-55917&55918, RECORDS OF MARICOPA COUNTY;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2,433.30 FEET;

THENCE NORTH 43 DEGREES 54 MINUTES 32 SECONDS EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 169.99 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,220.00 FEET;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90 DEGREES 27 MINUTES 40 SECONDS, A DISTANCE OF 1,926.19 FEET;

THENCE SOUTH 45 DEGREES 37 MINUTES 49 SECONDS EAST, A DISTANCE OF 672.18 FEET;

THENCE SOUTH 00 DEGREES 55 MINUTES 41 SECONDS EAST, A DISTANCE OF 42.65 FEET;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 379.75 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 770.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22 DEGREES 48 MINUTES 05 SECONDS, A DISTANCE OF 306.43 FEET TO **THE POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 2 **(Asante North Phase 2 Wastewater Treatment Plant Property; aka Asante North Phase 2 Parcel B)**

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 28, BEING A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 28, BEING A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 5,281.73 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 2,457.12 FEET TO AN ALUMINUM CAP;

THENCE SOUTH 00 DEGREES 20 MINUTES 41 SECONDS WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 262.20 FEET TO A FOUND ALUMINUM CAP;

THENCE SOUTH 64 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 2,736.04 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND AN ALUMINUM CAP;

THENCE NORTH 00 DEGREES 40 MINUTES 59 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1,465.70 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 3 **(Asante Phase 2)**

LEGAL DESCRIPTION
FOR
ASANTE PHASE TWO

PARCEL 1

A PARCEL OF LAND LOCATED WITHIN THE SOUTH HALF OF SECTION 2, AND WITHIN THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REFERENCE MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 2, BEING AN ALUMINUM CAP, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION, BEING AN ALUMINUM CAP, BEARS SOUTH 88 DEGREES 58 MINUTES 47 SECONDS EAST 5,358.04 FEET;

THENCE SOUTH 88 DEGREES 58 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,622.21 FEET, TO A POINT ON A LINE COMMON TO THE PROPERTIES DESCRIBED IN DEED #2007-1325043 AND #2008-0061743, RECORDS OF MARICOPA COUNTY, ARIZONA AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 2,074.81 FEET TO THE SOUTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 5 COURSES; SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 144.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,267.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 45 SECONDS, A DISTANCE OF 741.21 FEET;

THENCE SOUTH 65 DEGREES 12 MINUTES 24 SECONDS EAST, A DISTANCE OF 350.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,132.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 45 SECONDS, A DISTANCE OF 697.08 FEET;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 6.17 FEET;

THENCE SOUTH 01 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 42.43 FEET TO THE WESTERN RIGHT OF WAY OF WEST ASANTE BOULEVARD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 4 COURSES; SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 784.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 635.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55 DEGREES 53 MINUTES 11 SECONDS, A DISTANCE OF 619.38 FEET;

THENCE SOUTH 12 DEGREES 21 MINUTES 51 SECONDS EAST, A DISTANCE OF 469.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88 DEGREES 58 MINUTES 58 SECONDS, A DISTANCE OF 23.30 FEET TO THE NORTHERN RIGHT OF WAY OF CAPITAL REEF ROAD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 4 COURSES; SOUTH 76 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 345.65 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53 DEGREES 58 MINUTES 05 SECONDS, A DISTANCE OF 14.13

FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 29.66 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 66 DEGREES 30 MINUTES 13 SECONDS, A DISTANCE OF 17.41 FEET TO THE NORTHERN RIGHT OF WAY OF CABRIN ROAD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA AND THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 375.00 FEET;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 3 COURSES; NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11 DEGREES 32 MINUTES 24 SECONDS, A DISTANCE OF 75.53 FEET;

THENCE NORTH 85 DEGREES 38 MINUTES 51 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, THE RADIUS OF WHICH BEARS SOUTH 85 DEGREES 38 MINUTES 51 SECONDS EAST, A DISTANCE OF 425.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12 DEGREES 23 MINUTES 19 SECONDS, A DISTANCE OF 91.89 FEET TO THE NORTHERN RIGHT OF WAY OF CAPITAL REEF ROAD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA AND THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES; SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58 DEGREES 02 MINUTES 03 SECONDS, A DISTANCE OF 15.19 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 70.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25 DEGREES 24 MINUTES 18 SECONDS, A DISTANCE OF 31.04 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57 DEGREES 41 MINUTES 12 SECONDS, A DISTANCE OF 15.10 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 486.85 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51 DEGREES 29 MINUTES 38 SECONDS, A DISTANCE OF 437.55 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 328.62 FEET;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHERN RIGHT OF WAY OF CAPITAL REEF ROAD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 11 COURSES; SOUTH 46 DEGREES 13 MINUTES 34 SECONDS EAST, A DISTANCE OF 365.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 513.15 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 51 DEGREES 43 MINUTES 44 SECONDS, A DISTANCE OF 463.29 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50 DEGREES 29 MINUTES 27 SECONDS, A DISTANCE OF 13.22 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 70.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27 DEGREES 50 MINUTES 41 SECONDS, A DISTANCE OF 34.02 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 61 DEGREES 55 MINUTES 39 SECONDS, A DISTANCE OF 16.21 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, THE RADIUS OF WHICH BEARS NORTH 76 DEGREES 37 MINUTES 07 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 61 DEGREES 55 MINUTES 39 SECONDS, A DISTANCE OF 16.21 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25 DEGREES 53 MINUTES 44 SECONDS, A DISTANCE OF 31.64 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53 DEGREES 58 MINUTES 05 SECONDS, A DISTANCE OF 14.13 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 07 SECONDS EAST, A DISTANCE OF 345.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88 DEGREES 40 MINUTES 03 SECONDS, A DISTANCE OF 23.21 FEET TO THE SOUTHERN RIGHT OF WAY OF WEST ASANTE BOULEVARD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA AND THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,135.00 FEET;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 38 MINUTES 13 SECONDS, A DISTANCE OF 508.15 FEET, TO THE WEST LINE OF ASANTE PHASE ONE UNIT 6 AS DESCRIBED IN THE FINAL PLAT RECORDED IN BOOK 888 OF MAPS, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID LINE THE FOLLOWING 10 COURSES; SOUTH 13 DEGREES 27 MINUTES 06 SECONDS WEST, A DISTANCE OF 185.40 FEET;

THENCE SOUTH 36 DEGREES 35 MINUTES 31 SECONDS WEST, A DISTANCE OF 148.21 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 107.48 FEET;

THENCE SOUTH 37 DEGREES 01 MINUTES 17 SECONDS EAST, A DISTANCE OF 137.39 FEET;

THENCE SOUTH 09 DEGREES 12 MINUTES 02 SECONDS EAST, A DISTANCE OF 141.79 FEET;

THENCE SOUTH 21 DEGREES 59 MINUTES 17 SECONDS WEST, A DISTANCE OF 115.66 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 03 SECONDS EAST, A DISTANCE OF 167.79 FEET;

THENCE SOUTH 46 DEGREES 13 MINUTES 34 SECONDS EAST, A DISTANCE OF 118.00 FEET;

THENCE SOUTH 08 DEGREES 23 MINUTES 45 SECONDS EAST, A DISTANCE OF 201.45 FEET;

THENCE SOUTH 01 DEGREES 00 MINUTES 28 SECONDS EAST, A DISTANCE OF 217.68 FEET TO THE WEST LINE OF THE "PARK" PARCEL AS DESCRIBED IN THE SUBDIVISION PLAT FOR ASANTE PHASE ONE RECORDED IN BOOK 938 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, ALONG THE WEST LINE OF THE "PARK" PARCEL, A DISTANCE OF 200.00 FEET TO THE NORTHERN RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 4,155.32 FEET TO A POINT ON A LINE COMMON TO THE PROPERTIES DESCRIBED IN DEED #2007-1325043 AND #2008-0061743, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 635.33 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

TOGETHER WITH:
PARCEL 2

A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 2, AND WITHIN THE EAST HALF OF SECTION 11, AND WITHIN THE WEST HALF OF SECTION 12, TOWNSHIP 4 NORTH,

RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11, AN ALUMINUM CAP, FROM WHICH A REFERENCE POINT TO THE NORTHWEST CORNER OF SECTION 11, BEING AN ALUMINUM CAP, BEARS NORTH 88 DEGREES 58 MINUTES 47 MINUTES WEST 5,358.04 FEET;

THENCE NORTH 88 DEGREES 58 MINUTES 47 MINUTES WEST, A DISTANCE OF 153.38 FEET, TO THE SOUTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 1,082.82 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,132.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23 DEGREES 00 MINUTES 34 SECONDS, A DISTANCE OF 856.39 FEET TO THE WESTERN BOUNDARY OF "TRACT O" AS DESCRIBED IN THE FINAL PLAT FOR ASANTE PHASE ONE UNIT 5, RECORDED IN BOOK 888 OF MAPS, PAGE 20, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID BOUNDARY THE FOLLOWING 3 COURSES; SOUTH 66 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 198.42 FEET;

THENCE SOUTH 61 DEGREES 17 MINUTES 19 SECONDS WEST, A DISTANCE OF 1,017.55 FEET;

THENCE SOUTH 00 DEGREES 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 800.44 FEET, TO THE NORTHERN RIGHT OF WAY OF WEST ASANTE BOULEVARD, AKA "COLLECTOR 'B'" AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 17, AND THE NORTHERN RIGHT OF WAY OF WEST ASANTE BOULEVARD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES; NORTH 46 DEGREES 24 MINUTES 18 SECONDS WEST, A DISTANCE OF 916.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,065.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES 27 SECONDS, A DISTANCE OF 1,226.87 FEET;

THENCE NORTH 12 DEGREES 21 MINUTES 51 SECONDS WEST, A DISTANCE OF 480.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 565.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55 DEGREES 53 MINUTES 11 SECONDS, A DISTANCE OF 551.10 FEET;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 784.54 FEET;

THENCE NORTH 88 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 42.43 FEET TO THE SOUTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 616.17 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL;

WELL SITE #2

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REFERENCE MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 2, BEING AN ALUMINUM CAP, FROM WHICH THE SOUTHEAST CORNER OF

SAID SECTION, BEING AN ALUMINUM CAP, BEARS SOUTH 88 DEGREES 58 MINUTES 47 SECONDS EAST 5,358.04 FEET;

THENCE SOUTH 88 DEGREES 58 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,622.21 FEET, TO A POINT ON A LINE COMMON TO THE PROPERTIES DESCRIBED IN DEED #2007-1325043 AND #2008-0061743, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 2,074.81 FEET TO THE SOUTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 MINUTES EAST, CONTINUING ALONG THE RIGHT OF WAY OF PAT TILLMAN BOULEVARD, A DISTANCE OF 94.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,267.50 FEET;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01 DEGREES 12 MINUTES 06 SECONDS, A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHERLY, DEPARTING THE RIGHT OF WAY OF WEST PAT TILLMAN BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88 DEGREES 59 MINUTES 45 SECONDS, A DISTANCE OF 23.30 FEET;

THENCE SOUTH 41 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 72.06 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 475.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 17 SECONDS, A DISTANCE OF 64.15 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 157.77 FEET;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 4 **(Asante Phase 4 Unit 406)**

A PARCEL OF LAND LOCATED WITHIN THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,

MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, BEING A BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A HANDHOLE, BEARS SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 2634.20 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1368.92 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET, TO THE WEST RIGHT OF WAY OF 163RD AVENUE AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 909.44 FEET TO A POINT ON THE NORTH LINE OF TRACT C AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 938 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS;

THENCE DEPARTING THE WEST RIGHT OF WAY OF 163RD AVENUE AND ALONG THE NORTHERN AND WESTERN LINES OF SAID TRACT THE FOLLOWING 4 COURSES NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 349.50 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.00 FEET, TO THE NORTH RIGHT OF WAY OF ASANTE BOULEVARD, AKA "COLLECTOR 'B'" AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 4 COURSES; NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 199.71 FEET;

THENCE SOUTH 88 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 400.50 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,054.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02 DEGREES 41 MINUTES 49 SECONDS, A DISTANCE OF 95.79 FEET;

THENCE NORTH 44 DEGREES 28 MINUTES 22 SECONDS EAST, DEPARTING SAID RIGHT OF WAY, A DISTANCE OF 43.00 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 551.26 FEET;

THENCE NORTH 01 DEGREES 23 MINUTES 23 SECONDS WEST, A DISTANCE OF 70.03 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 113.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 205.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, A DISTANCE OF 27.35 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, A DISTANCE OF 2.67 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 382.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,040.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03 DEGREES 02 MINUTES 37 SECONDS, A DISTANCE OF 55.25 FEET;

THENCE SOUTH 86 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 1,030.89 FEET;

THENCE SOUTH 85 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 338.15 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 781.08 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 5 **(Lennar Wastewater Treatment Plant Property)**

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, BEING AN IRON PIPE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING AN IRON PIPE, BEARS NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 2634.93 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, ALONG SAID NORTH SECTION LINE, A DISTANCE OF 173.98 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 805.45 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 33 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 212.00 FEET;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, A DISTANCE OF 135.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 33 DEGREES 33 MINUTES 46 SECONDS EAST, A DISTANCE OF 903.54 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 232.12 FEET;

THENCE SOUTH 41 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 191.42 FEET;

THENCE SOUTH 39 DEGREES 43 MINUTES 44 SECONDS EAST, A DISTANCE OF 114.09 FEET;

THENCE NORTH 50 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 270.47 FEET;

THENCE SOUTH 39 DEGREES 18 MINUTES 26 SECONDS EAST, A DISTANCE OF 281.46 FEET;

THENCE SOUTH 50 DEGREES 41 MINUTES 34 SECONDS WEST, A DISTANCE OF 514.69 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 27 SECONDS EAST, A DISTANCE OF 29.33 FEET;

THENCE NORTH 39 DEGREES 18 MINUTES 26 SECONDS WEST, A DISTANCE OF 148.76 FEET;

THENCE NORTH 89 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 524.77 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 41 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 791.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 48 DEGREES 16 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,115.51 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 286.58 FEET;

THENCE NORTH 56 DEGREES 26 MINUTES 15 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 135.48 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 6 **(Well Site No. 2)**

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2, BEING A 5/8 INCH IRON PIPE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 2, BEING AN ALUMINUM CAP, BEARS SOUTH 00 DEGREES 46 MINUTES 22 SECONDS WEST, A DISTANCE OF 2619.91 FEET;

THENCE SOUTH 00 DEGREES 46 MINUTES 22 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 1114.12 FEET;

THENCE NORTH 89 DEGREES 13 MINUTES 38 SECONDS WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 2290.70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PAT TILLMAN BOULEVARD AS SHOWN IN BOOK 857 OF MAPS, PAGE 17 IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, AND THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 94.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,267.50 FEET;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01 DEGREES 12 MINUTES 06 SECONDS, A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHERLY, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88 DEGREES 59 MINUTES 45 SECONDS, A DISTANCE OF 23.30 FEET;

THENCE SOUTH 41 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 72.06 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 475.00 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07 DEGREES 44 MINUTES 17 SECONDS, A DISTANCE OF 64.15 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 157.77 FEET;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 7 **(Well Site No. 3)**

Tract K of **ASANTE PHASE ONE UNIT FIVE**, according to the plat recorded in Book 888 of Maps at Page 20 of the records of the County Recorder of Maricopa County, Arizona.

Parcel No. 8 **(Well Site No. 4)**

Tract E of **A PORTION OF ASANTE PHASE ONE**, according to the plat recorded in Book 938 of Maps at Page 32 of the records of the County Recorder of Maricopa County, Arizona.

[END OF LEGAL DESCRIPTION]

EXHIBIT "B" TO

MEMORANDUM OF JOINT DEVELOPMENT, COST SHARING AND ESCROW AGREEMENT AND NOTICE OF EASEMENT

LEGAL DESCRIPTION FOR HEC REAL PROPERTY

Parcel No. 1 **(Asante North Phase 1, Excluding Water Campus)**

LEGAL DESCRIPTION
ASANTE NORTH – PARCEL 1
OVERALL LESS COMM 39, MOD AND WATER CAMPUS

A PARCEL OF LAND LOCATED WITHIN SECTION 2, WITHIN THE NORTHEAST QUARTER OF SECTION 3, AND WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 34, AND WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 2, BEING A 1 INCH IRON PIPE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 2, BEING AN ALUMINUM CAP, BEARS NORTH 00 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 4,846.33 FEET;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 535.26 FEET;

THENCE SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 4,008.63 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 511.74 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,382.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33 DEGREES 35 MINUTES 44 SECONDS, A DISTANCE OF 810.34 FEET;

THENCE NORTH 80 DEGREES 04 MINUTES 23 SECONDS WEST, A DISTANCE OF 488.17 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,518.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 69 DEGREES 14 MINUTES 56 SECONDS, A DISTANCE OF 1,834.69 FEET;

THENCE NORTH 10 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 128.24 FEET;

THENCE NORTH 55 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 79 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 56.66 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,100.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22 DEGREES 59 MINUTES 11 SECONDS, A DISTANCE OF 842.49 FEET;

THENCE NORTH 12 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 200.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 12 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 1,900.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05 DEGREES 44 MINUTES 36 SECONDS, A DISTANCE OF 190.45 FEET;

THENCE NORTH 15 DEGREES 50 MINUTES 04 SECONDS WEST, A DISTANCE OF 421.07 FEET;

THENCE NORTH 08 DEGREES 04 MINUTES 03 SECONDS EAST, A DISTANCE OF 181.22 FEET;

THENCE NORTH 12 DEGREES 29 MINUTES 18 SECONDS WEST, A DISTANCE OF 401.85 FEET;

THENCE NORTH 38 DEGREES 17 MINUTES 07 SECONDS EAST, A DISTANCE OF 21.51 FEET;

THENCE NORTH 79 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 1,699.91 FEET;

THENCE SOUTH 44 DEGREES 30 MINUTES 32 SECONDS EAST, A DISTANCE OF 580.73 FEET TO A POINT ON THE NORTH LINE OF SECTION 2;

THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 786.16 FEET TO THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST;

THENCE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 2,653.20 FEET TO THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST;

THENCE SOUTH 89 DEGREES 37 MINUTES 54 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 907.37 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

EXCEPTING THEREFROM;

ROADWAY AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 918 OF MAPS, PAGE 8, MARICOPA COUNTY RECORDS;

AND ALSO EXCEPTING;

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, BEING AN ALUMINUM CAP FLUSH, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, BEING AN ALUMINUM CAP FLUSH, BEARS SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 4783.13 FEET;

THENCE SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 1,140.35 FEET;

THENCE SOUTH 88 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 244.88 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN;

THENCE NORTH 34 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 79 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 132.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,550.00 FEET;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27 DEGREES 25 MINUTES 31 SECONDS, A DISTANCE OF 741.92 FEET;

THENCE NORTH 51 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 144.24 FEET;

THENCE SOUTH 21 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 614.47 FEET;

THENCE SOUTH 20 DEGREES 27 MINUTES 06 SECONDS WEST, A DISTANCE OF 398.89 FEET;

THENCE SOUTH 62 DEGREES 19 MINUTES 57 SECONDS WEST, A DISTANCE OF 717.78 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY

WHOSE RADIUS BEARS NORTH 46 DEGREES 06 MINUTES 40 SECONDS EAST, A DISTANCE OF 1,382.00 FEET;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33 DEGREES 03 MINUTES 53 SECONDS, A DISTANCE OF 797.54 FEET;

THENCE NORTH 10 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 128.24 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN.

AND FURTHER EXCEPTING;

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, BEING A 1 INCH IRON PIPE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 1, BEING A 3/4 INCH IRON PIPE, BEARS SOUTH 00 DEGREES 46 MINUTES 43 SECONDS WEST, A DISTANCE OF 2,226.42 FEET;

THENCE SOUTH 00 DEGREES 46 MINUTES 43 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 100.00 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 89 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 107.38 FEET TO THE SOUTHERLY BOUNDARY OF THE MAP OF DEDICATION FOR DESERT OASIS OF SURPRISE, RECORDED IN BOOK 666 OF MAPS, PAGE 08, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 389.05 FEET;

THENCE SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, DEPARTING THE SOUTHERLY BOUNDARY OF THE MAP OF DEDICATION FOR DESERT OASIS OF SURPRISE, RECORDED IN BOOK 666 OF MAPS, PAGE 08, RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 579.16 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 1;

THENCE NORTH 00 DEGREES 46 MINUTES 43 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 688.62 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 2 **(Asante Phase 3, Excluding Water Campus)**

A PARCEL OF LAND LOCATED WITHIN SECTION 1, SECTION 2, AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, BEING AN ALUMINUM CAP, FROM WHICH THE EAST QUARTER CORNER OF SECTION 11, BEING A 1 INCH IRON PIPE, BEARS SOUTH 00 DEGREES 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 2,644.31 FEET;

THENCE NORTH 00 DEGREES 46 MINUTES 22 SECONDS EAST, ALONG A LINE COMMON TO SECTION 1 AND 2, A DISTANCE OF 42.73 FEET, TO THE NORTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 9 COURSES; NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 695.24 FEET;

THENCE NORTH 01 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 88 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 1.17 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,267.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 45 SECONDS, A DISTANCE OF 741.21 FEET;

THENCE NORTH 65 DEGREES 12 MINUTES 24 SECONDS WEST, A DISTANCE OF 350.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,132.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 45 SECONDS, A DISTANCE OF 697.08 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 144.00 FEET TO A POINT ON A LINE COMMON TO THE PROPERTIES DESCRIBED IN DEED #2007-1067233, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 3,332.10 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 36 SECONDS EAST, DEPARTING SAID COMMON LINE, A DISTANCE OF 110.43 FEET;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 192.54 FEET;

THENCE SOUTH 01 DEGREES 13 MINUTES 39 SECONDS EAST, A DISTANCE OF 37.10 FEET;

THENCE SOUTH 23 DEGREES 27 MINUTES 34 SECONDS EAST, A DISTANCE OF 44.67 FEET;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 58.17 FEET;

THENCE SOUTH 71 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 42.31 FEET;

THENCE NORTH 80 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 56.50 FEET;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 112.00 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 28.99 FEET;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 333.98 FEET TO THE SOUTHERLY BOUNDARY OF THE MAP OF DEDICATION RECORDED IN BOOK 666 OF MAPS, PAGE 08, MARICOPA COUNTY RECORDS;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 3,089.91 FEET TO THE COMMON LINE OF THE PROPERTIES DESCRIBED IN DEEDS #2007-1290568 AND #2007-1286545, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING THE SOUTH LINE OF THE MAP OF DEDICATION RECORDED IN BOOK 666 OF MAPS, PAGE 08, MARICOPA COUNTY RECORDS AND ALONG SAID COMMON LINE THE FOLLOWING 23 COURSES, SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 1,059.84 FEET;

THENCE SOUTH 61 DEGREES 41 MINUTES 01 SECONDS WEST, A DISTANCE OF 83.16 FEET;

THENCE SOUTH 28 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 392.76 FEET;

THENCE SOUTH 29 DEGREES 57 MINUTES 11 SECONDS EAST, A DISTANCE OF 70.03 FEET;

THENCE SOUTH 28 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 113.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 205.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08 DEGREES 00 MINUTES 36 SECONDS, A DISTANCE OF 28.66 FEET;

THENCE SOUTH 28 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 653.67 FEET;

THENCE SOUTH 61 DEGREES 41 MINUTES 01 SECONDS WEST, A DISTANCE OF 230.68 FEET;

THENCE SOUTH 01 DEGREES 54 MINUTES 43 SECONDS WEST, A DISTANCE OF 88.45 FEET;

THENCE NORTH 88 DEGREES 05 MINUTES 17 SECONDS WEST, A DISTANCE OF 970.95 FEET;

THENCE SOUTH 53 DEGREES 32 MINUTES 54 SECONDS WEST, A DISTANCE OF 218.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 53 DEGREES 32 MINUTES 54 SECONDS EAST, A DISTANCE OF 350.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06 DEGREES 21 MINUTES 44 SECONDS, A DISTANCE OF 38.86 FEET;

THENCE SOUTH 59 DEGREES 54 MINUTES 39 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, THE RADIUS OF WHICH BEARS SOUTH 59 DEGREES 54 MINUTES 39 SECONDS WEST, A DISTANCE OF 15.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 44 SECONDS, A DISTANCE OF 23.62 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 376.12 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12 DEGREES 26 MINUTES 10 SECONDS, A DISTANCE OF 81.64 FEET;

THENCE SOUTH 47 DEGREES 15 MINUTES 44 SECONDS WEST, A DISTANCE OF 50.46 FEET;

THENCE SOUTH 42 DEGREES 44 MINUTES 16 SECONDS EAST, A DISTANCE OF 125.00 FEET;

THENCE SOUTH 47 DEGREES 15 MINUTES 44 SECONDS WEST, A DISTANCE OF 462.31 FEET;

THENCE SOUTH 42 DEGREES 44 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.17 FEET;

THENCE SOUTH 47 DEGREES 15 MINUTES 44 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, THE RADIUS OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 44 SECONDS WEST, A DISTANCE OF 15.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 92 DEGREES 34 MINUTES 06 SECONDS, A DISTANCE OF 24.23 FEET;

THENCE SOUTH 49 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 130.85 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88 DEGREES 44 MINUTES 41 SECONDS, A DISTANCE OF 23.23 FEET TO THE NORTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS AND THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,267.50 FEET;

THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05 DEGREES 03 MINUTES 11 SECONDS, A DISTANCE OF 199.97 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 998.74 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 3 **(Asante North Phase 1 Water Campus)**

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, BEING A 1 INCH IRON PIPE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 1, BEING A 3/4 INCH IRON PIPE, BEARS SOUTH 00 DEGREES 46 MINUTES 43 SECONDS WEST, A DISTANCE OF 2,226.42 FEET;

THENCE SOUTH 00 DEGREES 46 MINUTES 43 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 100.00 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 89 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 107.38 FEET TO THE SOUTHERLY BOUNDARY OF THE MAP OF DEDICATION FOR DESERT OASIS OF SURPRISE, RECORDED IN BOOK 666 OF MAPS, PAGE 08, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 389.05 FEET;

THENCE SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, DEPARTING THE SOUTHERLY BOUNDARY OF THE MAP OF DEDICATION FOR DESERT OASIS OF SURPRISE, RECORDED IN BOOK 666 OF MAPS, PAGE 08, RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 579.16 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 1;

THENCE NORTH 00 DEGREES 46 MINUTES 43 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 688.62 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 4 **(Asante Phase 3 Water Campus)**

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, BEING A 1 INCH IRON PIPE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 1, BEING A 3/4 INCH IRON PIPE, BEARS SOUTH 00 DEGREES 46 MINUTES 43 SECONDS WEST, A DISTANCE OF 2,226.42 FEET;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG SOUTHERLY BOUNDARY OF THE MAP OF DEDICATION FOR DESERT OASIS OF SURPRISE, RECORDED IN BOOK 666 OF MAPS, PAGE 08, RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 535.26 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, CONTINUING ALONG SAID LINE, A DISTANCE OF 441.71 FEET;

THENCE SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, DEPARTING THE SOUTHWESTERN BOUNDARY OF THE MAP OF DEDICATION FOR DESERT OASIS OF SURPRISE, RECORDED IN BOOK 666 OF MAPS, PAGE 08, RECORD OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 333.98 FEET;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 28.99 FEET;

THENCE SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 112.00 FEET;

THENCE SOUTH 80 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 56.50 FEET;

THENCE NORTH 71 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 42.31 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 58.17 FEET;

THENCE NORTH 23 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 44.67 FEET;

THENCE NORTH 01 DEGREES 13 MINUTES 39 SECONDS WEST, A DISTANCE OF 37.10 FEET;

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 192.54 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 110.43 FEET;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 541.03 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 5 **(Asante Phase 4 Excluding Unit 406)**

A PARCEL OF LAND LOCATED WITHIN THE SOUTH HALF OF SECTION 1 AND WITHIN SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A HANDHOLE, BEARS SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 88 DEGREES 55 MINUTES 04 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 67.50 FEET, TO THE WEST RIGHT OF WAY OF 163RD AVENUE AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 5 COURSES; SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 45 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 42.30 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 110.00 FEET;

THENCE SOUTH 44 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 42.55 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 2,058.75 FEET TO A POINT ON THE NORTH LINE OF TRACT C AS DESCRIBED ON THE

MAP OF DEDICATION RECORDED IN BOOK 938 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS;

THENCE DEPARTING THE WEST RIGHT OF WAY OF 163RD AVENUE AND ALONG THE NORTHERN AND WESTERN LINES OF SAID TRACT THE FOLLOWING 4 COURSES NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 349.50 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.00 FEET, TO THE NORTH RIGHT OF WAY OF ASANTE BOULEVARD, AKA "COLLECTOR 'B'" AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES; NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 199.71 FEET;

THENCE SOUTH 88 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 400.50 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,054.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 883.19 FEET;

THENCE NORTH 58 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 42.43 FEET TO THE NORTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID RIGHT OF WAY, NORTH 13 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 1,139.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,267.50 FEET;

THENCE NORTHWESTERLY CONTINUING ALONG THE NORTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 16 SECONDS, A DISTANCE OF 1,124.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE EASTERLY DEPARTING THE RIGHT OF WAY OF PAT TILLMAN BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 70 DEGREES 21 MINUTES 04 SECONDS, A DISTANCE OF 18.42 FEET TO POINT ON A COMMON LINE OF THE PROPERTIES DESCRIBED IN DEEDS #2007-1290568 AND #2007-1286545, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID COMMON LINE THE FOLLOWING 24 COURSES; NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 23 MINUTES 37 SECONDS, A DISTANCE OF 4.81 FEET,

THENCE NORTH 49 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 130.85 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 92 DEGREES 34 MINUTES 06 SECONDS, A DISTANCE OF 24.23 FEET;

THENCE NORTH 47 DEGREES 15 MINUTES 44 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 42 DEGREES 44 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.17 FEET;

THENCE NORTH 47 DEGREES 15 MINUTES 44 SECONDS EAST, A DISTANCE OF 462.31 FEET;

THENCE NORTH 42 DEGREES 44 MINUTES 16 SECONDS WEST, A DISTANCE OF 125.00 FEET;

THENCE NORTH 47 DEGREES 15 MINUTES 44 SECONDS EAST, A DISTANCE OF 50.46 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 376.12 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12 DEGREES 26 MINUTES 10 SECONDS, A DISTANCE OF 81.64 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 44 SECONDS, A DISTANCE OF 23.62 FEET;

THENCE NORTH 59 DEGREES 54 MINUTES 39 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 59 DEGREES 54 MINUTES 39 SECONDS EAST, A DISTANCE OF 350.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06 DEGREES 21 MINUTES 44 SECONDS, A DISTANCE OF 38.86 FEET;

THENCE NORTH 53 DEGREES 32 MINUTES 54 SECONDS EAST, A DISTANCE OF 218.55 FEET;

THENCE SOUTH 88 DEGREES 05 MINUTES 17 SECONDS EAST, A DISTANCE OF 970.95 FEET;

THENCE NORTH 01 DEGREES 54 MINUTES 43 SECONDS EAST, A DISTANCE OF 88.45 FEET;

THENCE NORTH 61 DEGREES 41 MINUTES 01 SECONDS EAST, A DISTANCE OF 230.68 FEET;

THENCE NORTH 28 DEGREES 18 MINUTES 59 SECONDS WEST, A DISTANCE OF 652.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, A DISTANCE OF 2.67 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 205.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, A DISTANCE OF 27.35 FEET;

THENCE NORTH 28 DEGREES 18 MINUTES 59 SECONDS WEST, A DISTANCE OF 113.00 FEET;

THENCE NORTH 29 DEGREES 57 MINUTES 11 SECONDS WEST, A DISTANCE OF 70.03 FEET;

THENCE NORTH 28 DEGREES 18 MINUTES 59 SECONDS WEST, A DISTANCE OF 392.76 FEET;

THENCE NORTH 61 DEGREES 41 MINUTES 01 SECONDS EAST, A DISTANCE OF 83.16 FEET;

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 1,059.84 FEET TO THE SOUTHERLY BOUNDARY OF THE MAP OF DEDICATION RECORDED IN BOOK 666 OF MAPS, PAGE 08, MARICOPA COUNTY RECORDS;

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG SAID BOUNDARY, A DISTANCE OF 3,023.40 FEET, TO THE WEST RIGHT OF WAY OF 163RD AVENUE AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS;

THENCE SOUTH 00 DEGREES 47 MINUTES 28 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 62.01 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

EXCEPTING THEREFROM;

A PARCEL OF LAND LOCATED WITHIN THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, BEING A BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A HANDHOLE, BEARS SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 2634.20 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1368.92 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET, TO THE WEST RIGHT OF WAY OF 163RD AVENUE AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 909.44 FEET TO A POINT ON THE NORTH LINE OF TRACT C AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 938 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS;

THENCE DEPARTING THE WEST RIGHT OF WAY OF 163RD AVENUE AND ALONG THE NORTHERN AND WESTERN LINES OF SAID TRACT THE FOLLOWING 4 COURSES NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 349.50 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.00 FEET, TO THE NORTH RIGHT OF WAY OF ASANTE BOULEVARD, AKA "COLLECTOR 'B'" AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 4 COURSES; NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 199.71 FEET;

THENCE SOUTH 88 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 400.50 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,054.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02 DEGREES 41 MINUTES 49 SECONDS, A DISTANCE OF 95.79 FEET;

THENCE NORTH 44 DEGREES 28 MINUTES 22 SECONDS EAST, DEPARTING SAID RIGHT OF WAY, A DISTANCE OF 43.00 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 551.26 FEET;

THENCE NORTH 01 DEGREES 23 MINUTES 23 SECONDS WEST, A DISTANCE OF 70.03 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 113.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 205.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, A DISTANCE OF 27.35 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, A DISTANCE OF 2.67 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 382.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,040.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03 DEGREES 02 MINUTES 37 SECONDS, A DISTANCE OF 55.25 FEET;

THENCE SOUTH 86 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 1,030.89 FEET;

THENCE SOUTH 85 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 338.15 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 781.08 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

Parcel No. 6 **(Asante Phase 1 Unit 101A)**

Lots 1 through 71, inclusive, of **ASANTE PHASE ONE UNIT 1A**, according to the plat recorded in Book 918 of Maps at Page 10 of the records of the County Recorder of Maricopa County, Arizona.

Parcel No. 7 **(Asante Phase 1 Unit 106)**

Lots 1 through 100, inclusive, of **ASANTE PHASE ONE UNIT SIX**, according to the plat recorded in Book 888 of Maps at Page 22 of the records of the County Recorder of Maricopa County, Arizona.

Parcel No. 8 **(HEC Wastewater Treatment Plant Property)**

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, BEING AN IRON PIPE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING AN IRON PIPE, BEARS NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 2634.93 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, ALONG SAID NORTH SECTION LINE, A DISTANCE OF 173.98 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 218.18 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 00 DEGREES 22 MINUTES 18 SECONDS WEST, DEPARTING SOUTH LINE OF SAID CANAL PARCEL, A DISTANCE OF 136.94 FEET;

THENCE SOUTH 50 DEGREES 41 MINUTES 34 SECONDS WEST, A DISTANCE OF 401.09 FEET;

THENCE SOUTH 39 DEGREES 18 MINUTES 26 SECONDS EAST, A DISTANCE OF 505.62 FEET TO THE NORTH LINE OF THE TRILBY WASH DETENTION BASIN PER BOOK 63 OF MAPS, PAGE 31, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 50 DEGREES 41 MINUTES 34 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRILBY PARCEL, A DISTANCE OF 1,270.23 FEET;

THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS EAST, DEPARTING THE NORTH LINE OF SAID TRILBY PARCEL, A DISTANCE OF 404.00 FEET;

THENCE NORTH 89 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 374.23 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 41 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE OF CANAL PARCEL, A DISTANCE OF 791.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 48 DEGREES 16 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,115.51 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTH LINE OF CANAL PARCEL AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 286.58 FEET;

THENCE NORTH 56 DEGREES 26 MINUTES 15 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE OF CANAL PARCEL, A DISTANCE OF 722.75 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, BEING AN IRON PIPE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING AN IRON PIPE, BEARS NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 2634.93 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, ALONG SAID NORTH SECTION LINE, A DISTANCE OF 173.98 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 805.45 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 33 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 212.00 FEET;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, A DISTANCE OF 135.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 33 DEGREES 33 MINUTES 46 SECONDS EAST, A DISTANCE OF 903.54 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 232.12 FEET;

THENCE SOUTH 41 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 191.42 FEET;

THENCE SOUTH 39 DEGREES 43 MINUTES 44 SECONDS EAST, A DISTANCE OF 114.09 FEET;

THENCE NORTH 50 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 270.47 FEET;

THENCE SOUTH 39 DEGREES 18 MINUTES 26 SECONDS EAST, A DISTANCE OF 281.46 FEET;

THENCE SOUTH 50 DEGREES 41 MINUTES 34 SECONDS WEST, A DISTANCE OF 514.69 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 27 SECONDS EAST, A DISTANCE OF 29.33 FEET;

THENCE NORTH 39 DEGREES 18 MINUTES 26 SECONDS WEST, A DISTANCE OF 148.76 FEET;

THENCE NORTH 89 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 150.53 FEET;

THENCE NORTH 89 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 374.23 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 41 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 791.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 48 DEGREES 16 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,115.51 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 286.58 FEET;

THENCE NORTH 56 DEGREES 26 MINUTES 15 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 135.48 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

[END OF LEGAL DESCRIPTION]

EXHIBIT "B"

Legal Description of the Sunrise Ranch Property

That portion of the Southwest quarter of Section 36, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Southwest quarter, said point being the TRUE POINT OF BEGINNING;

Thence north 00 degrees 28 minutes 05 seconds West (record) North 00 degrees 04 minutes 08 seconds East (measured) along the West line of said Southwest quarter, a distance of 2477.75 feet (record) 2475.27 feet (measured) to the Northwest corner of said Southwest quarter;

Thence North 89 degrees 56 minutes 06 seconds East (record) South 89 degrees 28 minutes 41 seconds East (measured) along the North line of said Southwest quarter, a distance of 1601.63 feet;

Thence South 33 degrees 22 minutes 26 seconds East, a distance of 1912.10 feet (record) South 32 degrees 52 minutes 12 seconds East 1910.75 feet (measured) to a point on the East line of said Southwest quarter;

Thence South 00 degrees 23 minutes 19 seconds (record) South 00 degrees 07 minutes 45 seconds West (measured) along the East line, a distance of 852.27 feet to the Southeast corner of said Southwest quarter;

Thence South 88 degrees 05 minutes 06 seconds West (record) South 89 degrees 55 minutes 26 seconds West (measured) along the South line of said Southwest quarter, a distance of 2639.15 feet (record) 2639.65 feet (measured) back to the TRUE POINT OF BEGINNING;

EXCEPT all minerals as reserved to the State of Arizona in Deed recorded in Docket 624, Page 452, records of Maricopa County, Arizona.

EXHIBIT "C"

Legal Description of the Verdugo Property

PARCEL I

PARCELS 1 THROUGH 5, INCLUSIVE, OF VERDUGO - MASTER PLAT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1362 OF MAPS, PAGE 45, AND INSTRUMENT NO. 20180027559, ON JANUARY 11, 2018.

PARCEL II:

TRACTS A THROUGH G OF VERDUGO - MASTER PLAT, RECORDED AT BOOK 1362 OF MAPS, PAGE 45, AND INSTRUMENT NO. 20180027559, ON JANUARY 11, 2018, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA.

EXHIBIT "D"

Legal Description of the Altamira Property

PARCEL 1:

A portion of Section 7, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 7;

THENCE South 89 degrees 55 minutes 12 seconds East, along the South line of said Section 7, a distance of 533.69 feet to the TRUE POINT OF BEGINNING;

THENCE North 00 degrees 04 minutes 45 seconds East, a distance of 786.42 feet;

THENCE North 00 degrees 27 minutes 21 seconds West, a distance of 36.19 feet;

THENCE North 02 degrees 40 minutes 08 seconds West, a distance of 113.42 feet;

THENCE North 06 degrees 01 minutes 27 seconds West, a distance of 113.42 feet;

THENCE North 09 degrees 49 minutes 48 seconds West, a distance of 143.85 feet to the beginning of a non-tangent curve;

THENCE Westerly along said curve, having a radius of 480.00 feet concave Southerly, whose radius bears South 08 degrees 36 minutes 31 seconds East, through a central angle of 01 degrees 04 minutes 36 seconds, a distance of 9.02 feet;

THENCE North 09 degrees 41 minutes 07 seconds West, a distance of 40.00 feet;

THENCE North 14 degrees 46 minutes 20 seconds West, a distance of 108.76 feet;

THENCE North 17 degrees 57 minutes 09 seconds West, a distance of 105.48 feet;

THENCE North 21 degrees 05 minutes 03 seconds West, a distance of 105.48 feet;

THENCE North 24 degrees 12 minutes 57 seconds West, a distance of 105.48 feet;

THENCE North 27 degrees 20 minutes 51 seconds West, a distance of 105.48 feet;

THENCE North 30 degrees 28 minutes 45 seconds West, a distance of 105.48 feet;

THENCE North 33 degrees 36 minutes 39 seconds West, a distance of 105.48 feet;

THENCE North 36 degrees 44 minutes 33 seconds West, a distance of 106.11 feet;

THENCE North 33 degrees 31 minutes 38 seconds West, a distance of 121.44 feet;

THENCE North 23 degrees 52 minutes 01 seconds West, a distance of 148.00 feet;

THENCE North 08 degrees 11 minutes 01 seconds West, a distance of 151.36 feet;

THENCE North 00 degrees 01 minutes 29 seconds East, a distance of 60.00 feet;

THENCE North 89 degrees 58 minutes 31 seconds West, a distance of 19.81 feet;

THENCE North 00 degrees 22 minutes 47 seconds West, a distance of 164.41 feet;

THENCE North 44 degrees 49 minutes 14 seconds East, a distance of 56.37 feet to the center of said Section 7;

THENCE South 89 degrees 58 minutes 44 seconds East, a distance of 657.68 feet;

THENCE South 89 degrees 58 minutes 31 seconds East, a distance of 176.82 feet;

THENCE South 89 degrees 59 minutes 00 seconds East, a distance of 151.91 feet;

THENCE South 89 degrees 57 minutes 40 seconds East, a distance of 328.93 feet;

THENCE North 00 degrees 25 minutes 42 seconds West, a distance of 659.44 feet;

THENCE North 00 degrees 21 minutes 05 seconds West, a distance of 659.77 feet;

THENCE South 89 degrees 59 minutes 51 seconds East, a distance of 1313.10 feet to the East line of said Section 7;

THENCE South 00 degrees 28 minutes 27 seconds East, along the East line of said Section 7, a distance of 659.96 feet;

THENCE South 00 degrees 29 minutes 58 seconds East, a distance of 659.57 feet to the East quarter corner of said Section 7;

THENCE South 00 degrees 28 minutes 48 seconds East, along the East line of said Section 7, a distance of 2638.86 feet;

THENCE North 89 degrees 55 minutes 12 seconds West, along the South line of said Section 7, a distance of 2101.30 feet to the TRUE POINT OF BEGINNING.

EXCEPT all oil and gas as reserved to the United States of America, in the patent of said land and subject to the provisions and limitation of the act of June 17,1914 (39 STAT. 509) and

EXCEPT all the mineral, gas and oil rights as granted in Deed recorded in Recording No. 1983-23170 and in
Recording No.1983-187997.

PARCEL 2:

A portion of the Southwest quarter of Section 7, Township 4 North, Range 1 West of the Gila and Salt River
Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 7, from which the South quarter corner bears South 89 degrees 54 minutes 10 Seconds East, a distance of 1893.31 feet;

THENCE along the west line of said southwest quarter, North 00 Degrees 04 minutes 45 seconds East, a distance of 976.17 feet;

THENCE departing said west line, South 89 degrees 55 minutes 15 Seconds East, a distance of 40.00 feet to the east right-of-way of Sarival Road (163rd Avenue) per Docket 10260, page 1332, Maricopa County records, and the POINT OF BEGINNING;

THENCE departing said right-of-way line and continuing, South 89 degrees 55 minutes 15 seconds East, a distance of 95.00 feet;

THENCE South 00 degrees 04 minutes 45 seconds West, a distance of 811.22 feet;

THENCE South 44 degrees 54 minutes 43 seconds East, a distance of 70.72 Feet;

THENCE South 89 degrees 54 minutes 10 seconds East, a distance of 580.00 feet;

THENCE South 00 degrees 04 minutes 45 seconds West, a distance of 75.00 Feet to the north right-of-way line of Pinnacle Peak Road per Docket 10260, page 1332, Maricopa County Records;

THENCE along said right-of-way, North 89 degrees 54 minutes 10 Seconds West, a distance of 725.00 feet to the east right-of-way of Sarival Road;

THENCE departing said north right-of-way and along said east right-of-way, North 00 degrees 04 minutes 45 seconds East to the POINT OF BEGINNING.

EXHIBIT "D"

Site Plan Depicting Addition to the DO Water Facility Parcel

(See Following Page)

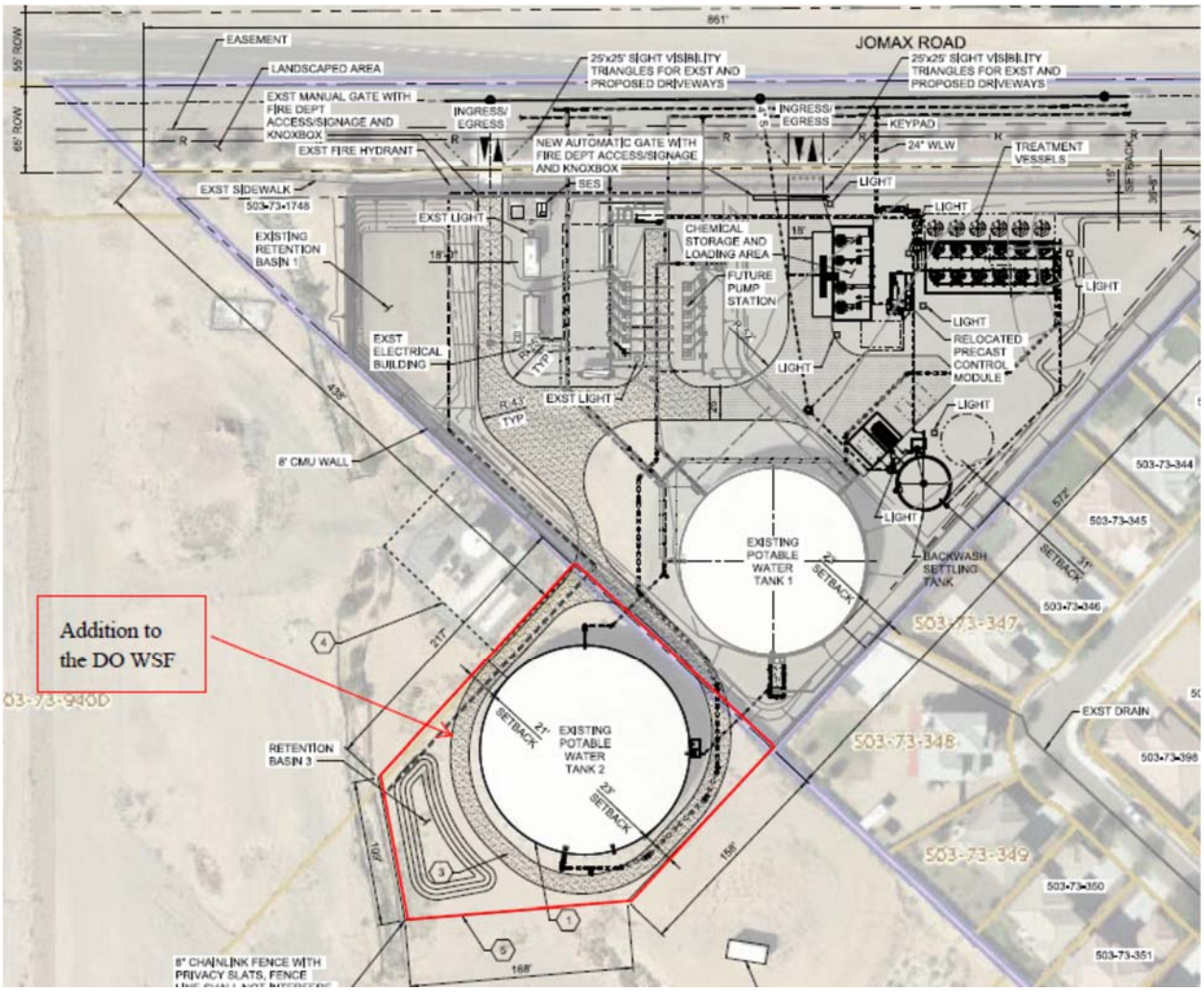

JOMAX ROAD
EASEMENT
LANDSCAPED AREA
EXST MANUAL GATE WITH FIRE DEPT ACCESS/SIGNAGE AND KNOXBOX
EXST FIRE HYDRANT
EXST SIDEWALK
503-73-1748
INGRESS/ EGRESS
NEW AUTOMATIC GATE WITH FIRE DEPT ACCESS/SIGNAGE AND KNOXBOX
25'x25' SIGHT VISIBILITY TRIANGLES FOR EXST AND PROPOSED DRIVEWAYS
KEYPAD
24" WLW
TREATMENT VESSELS
SES
EXST LIGHT
EXISTING RETENTION BASIN 1
CHEMICAL STORAGE AND LOADING AREA
FUTURE PUMP STATION
EXST ELECTRICAL BUILDING
RELOCATED PRECAST CONTROL MODULE
LIGHT
8' CMU WALL
EXISTING POTABLE WATER TANK 1
BACKWASH SETTLING TANK
SETBACK
Addition to the DO WSF
EXISTING POTABLE WATER TANK 2
RETENTION BASIN 3
EXST DRAIN
8' CHAINLINK FENCE WITH PRIVACY SLATS, FENCE
503-73-344
503-73-345
503-73-346
503-73-347
503-73-348
503-73-349
503-73-350
503-73-351
55' ROW
65' ROW
851'
435'
572'
217'
156'
168'

EXHIBIT "E"

Addendum (Regarding Assignment – Restated Agreement)

See Following Pages

AMENDED AND RESTATED ASANTE ARSENIC TREATMENT DEVELOPMENT AGREEMENT

ADDENDUM NO. ___

This Addendum No.___ ("**Addendum**") to the Amended And Restated Asante Arsenic Treatment Development Agreement is made and entered into by and between LCD Asante, LLC, a Delaware limited liability company ("**LCD Asante**") and/or HE Capital Asante, LLC, a Delaware limited liability company ("**HEC Asante**"), or its prior assignee ("**Assignor**") and Assignee (defined herein) with respect to the Agreement, and, when countersigned below by the City Manager on behalf of the City, it shall become an addendum to the Agreement for all purposes, and shall thereafter be construed to be integrated into such document.

Pursuant to Paragraph 13, the parties hereby approve the following assignment by Assignor to Assignee (defined herein), who has acquired all or a portion of Asante (attach a copy of the title report).

Assignor	"**Assignee**":
_____	_____
_____	_____
_____	_____
_____	_____

"**Affected Property**" (attach a depiction of the property transferred)

_____
_____

Any references to the parties within the Agreement shall now include Assignee, and Assignee shall be entitled to the rights and responsible for the following obligations within the Agreement:

_____
_____
_____
_____

Unless otherwise separately defined in this Addendum, all capitalized terms contained herein shall be given the meaning set forth for such terms in the Agreement. All of the terms, provisions and conditions of the Agreement which are not expressly modified, amended or clarified by this Addendum (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect.

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The parties agree that signatures transmitted by facsimile shall be binding as if they were original signatures.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Signature Page to Addendum No. ___
to
Amended and Restated Asante Arsenic Treatment Development Agreement

LCD ASANTE, LLC, a Delaware limited liability company

By: Lennar Communities Development, Inc., a Delaware corporation
Its: Manager
By: _____
Name: _____
Its: _____

[and/or]

HE CAPITAL ASANTE, LLC, a Delaware limited liability company

By: _____
Its: _____

By: _____
Name: _____
Its: _____

[Or Prior Assignee from LCD Asante or HEC Asante]

STATE OF _____)
) ss:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 202__, by _____, the _____ of _____, a(n) _____.

_____
Notary Public

My Commission Expires:
_____

Signature Page to Addendum No. ___
to
Amended and Restated Asante Arsenic Treatment Development Agreement

ASSIGNEE:

By: _____
Name: _____
Its: _____
Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 202__, by _____, the _____ of _____, a(n) _____.

_____
Notary Public

My Commission Expires:
_____

Signature Page to Addendum No. ___
to
Amended and Restated Asante Arsenic Treatment Development Agreement

CITY:
CITY OF SURPRISE, an Arizona municipal corporation

_____
City Manager
Name: _____
Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 202__, by _____.

_____
Notary Public

My Commission Expires:
_____

RESOLUTION # 2020-69

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, REPEALING RESOLUTION #2018-127 AND APPROVING THE AMENDED AND RESTATED ASANTE WATER DEVELOPMENT AGREEMENT RELATED TO WATER INFRASTRUCTURE TO INCLUDE CONSTRUCTION COSTS FOR THE EXPANSION RELATED TO THE CITY'S OBLIGATION FOR DESERT OASIS ARSENIC TREATMENT CAPACITY.

WHEREAS, in 2008, the City and Asante LH, LLC, a Delaware limited liability company ("Asante LH"), entered into the Arsenic Treatment Development Agreement for the design and construction of water infrastructure and arsenic treatment related to the Asante development.

WHEREAS, in 2018, the Mayor and City Council adopted Resolution #2018-127 approving an Amended and Restated Asante Water Development Agreement, which, however, was never fully executed by the parties to that agreement.

WHEREAS, the City and the successors to Asante LH, LCD Asante, LLC, a Delaware limited liability company ("LCD Asante") and HE Capital Asante, LLC, a Delaware limited liability company ("HEC Asante"), now wish to enter into the Amended and Restated Asante Water Development Agreement to achieve efficiencies related to the construction of the arsenic treatment facility as it relates to servicing other developments that will be using the system.

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

Section 1. City of Surprise Resolution #2018-127 is hereby repealed.

Section 2. The Mayor and Council hereby approve the Amended and Restated Asante Water Development Agreement between the City of Surprise and LCD Asante and HEC Asante attached hereto as ***Exhibit "A"***, which is incorporated by reference.

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

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:
Amended and Restated Asante Water Development Agreement

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 3

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

Agenda Wording:
Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Heritage Farm, generally located at W. Waddell Road and N. 175th Avenue; Resolution # 2020-78.

Motion:
I move to approve Resolution # 2020-78.

Background:
The Public Works Department conducted the final inspection of the public improvements for Heritage Farm on or about March 25, 2020 totaling 21,949 SY (approximately 7,477 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drain and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:
The improvements for this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within EPCOR Water jurisdiction.

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, 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 $1,283,846.26.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, 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 2020-78 Accept Infrastructure Heritage Farm (final)
2. 02_Notice of Completion
3. 03_INSPECTOR SIGN OFF FORM

RESOLUTION # 2020-78

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 TWO YEAR WARRANTY AT HERITAGE FARM, GENERALLY LOCATED AT W. WADDELL ROAD AND N. 175th AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Heritage Farm" on, September 18th, 2018;

WHEREAS, Taylor Morrison/Arizona Inc., an Arizona Limited Liability Corporation, the developer of Heritage Farm, dedicated to the City the street and public utility improvements, generally located at W. Waddell Road and N. 175th Avenue;

WHEREAS, on or about March 25th, 2020, 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 two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-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:

Sherry Aguilar, City Clerk

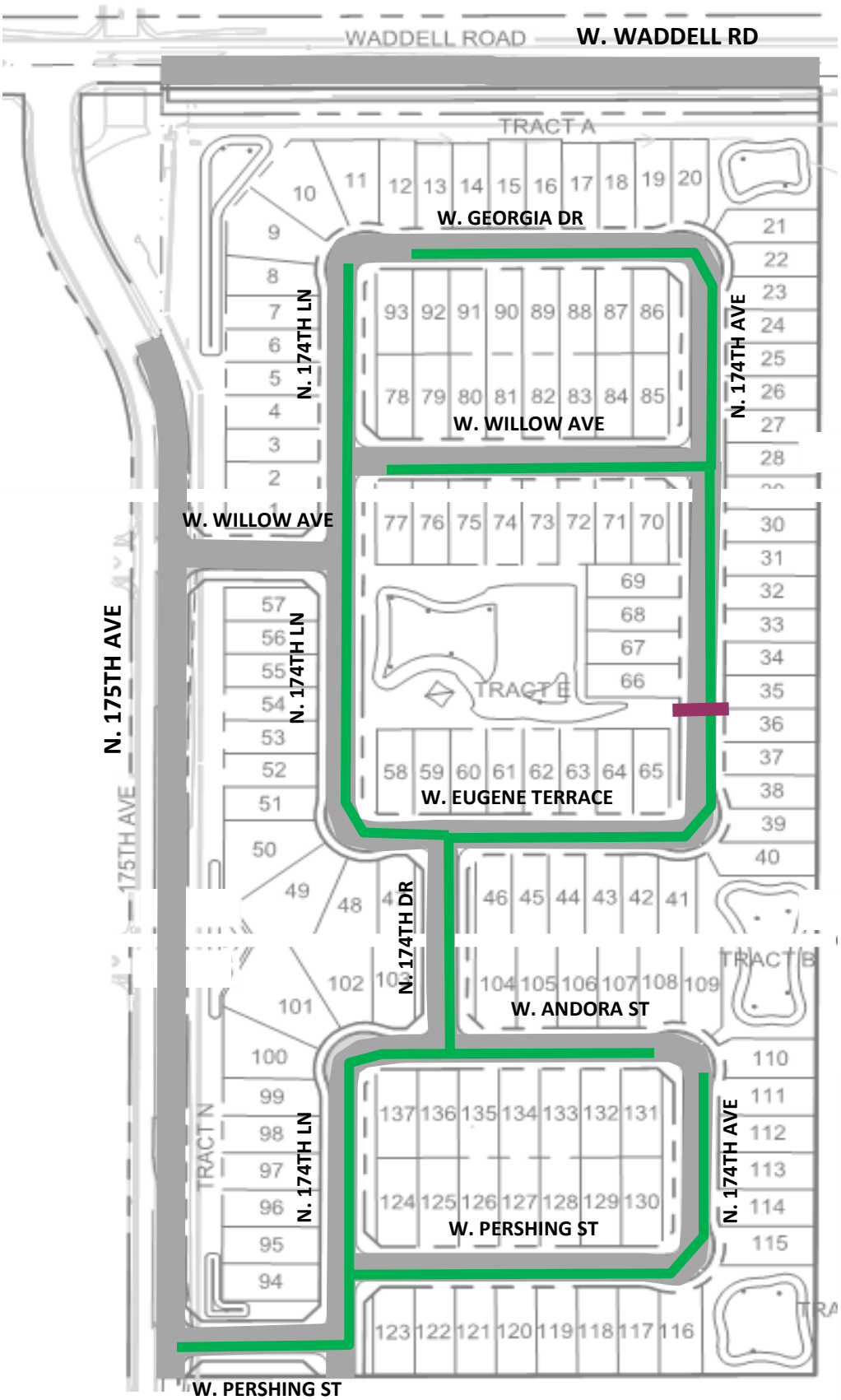
Approved as to form:

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

HERITAGE FARM



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- STORM DRAIN
- ROADWAY

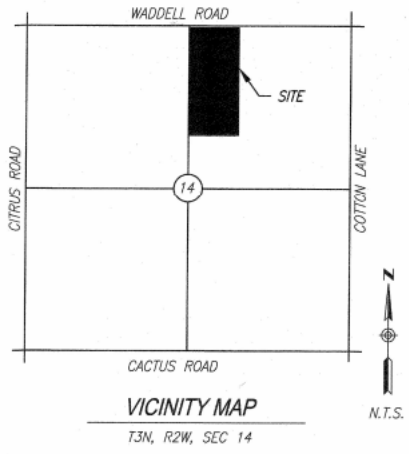


EXHIBIT B

List and Cost of Improvements

SURPRISE
ARIZONA

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: 06/08/2020

Re: Heritage Farm

The public improvements for the above project have been completed and are tentatively scheduled for the August 3rd, 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 - $113,651.50
- City Concrete - $634,787.62
- City Storm Drain - $48,953.95
- City Sewer - $486,453.19

- **Total - $1,283,846.26**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

March 27, 2020

Taylor Morrison/Arizona Inc.
9000 E Pima Center Pkwy 350
Scottsdale, AZ 85258

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR HERITAGE FARM - FS18-159

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

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 3/24/2020 ___ Commercial ___ Commercial w/Offsite X Residential

X COMPLETION ACCEPTANCE (End of Construction) ___ FINAL ACCEPTANCE (End of Warranty)

3/17/2020 Date of Punch-List Walk 3/26/2020 Date Punch-List Completed

FS Number: FS18-159 **Permit Number(s):** E18P-0770,0779,0772,0774,0771,0777

Project Name: Heritage Farms

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

Taylor Morrison/Arizona INC

9000 E Pima Center PKWY 350,Scottsdale AZ, 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
W Willow Ave	Local	174th Lane	175th Ave	2	1/4	
W Andora St	Local	174th Lane	174th Ave	2	1/4	
W Pershing St	Local	174th Lane	175th Ave	2	1/4	
175th Ave	Collector	STA: 16+53.66	32+66.41	2	1/2	Median
Waddell Lane	Minor Arterial	175th Ave	44+54.17	2	1/4	future lane

MATERIALS:

Asphalt: SouthWest Materials Supplier 2 3/4 Total Lane Miles 61,602 Total Square Yards

Water:	8" PVC	Size/Type	4,820'	Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Sewer:	8" PVC	Size/Type	4,807'	Total LF	10" PVC	Size/Type	920'	Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	18" RGRCP	Size/Type	328'	Total LF	24" RGRCP	Size/Type	275'	Total LF
	30" RGRCP	Size/Type	137'	Total LF		Size/Type		Total LF
Fire Ln:		Size/Type		Total LF		Size/Type		Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List
N/A Final Certification Letter from Engineer of Record
X Complete Geotechnical Testing Packet
X Sewer Pressure Testing Results
X Sewer Manhole Vacuum Testing Certification
X Sewer Manhole Insecticide Certification
X Sewer Videos with Operators Notes (inc. re-videos)
___ Other ___ (Specify)

X AOC
X Asphalt Concrete Ticket w/ Name of Contractor
X Streetlight Energize Letter
X As built Documents (PDF copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: David Mobley Date: 3/11/20

Civil Engineering Supervisor: Date: 03/25/2020

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 3/24/2020 ___ Commercial ___ Commercial w/Offsite X Residential

X COMPLETION ACCEPTANCE (End of Construction) ___ FINAL ACCEPTANCE (End of Warranty)

3/17/2020 Date of Punch-List Walk 3/26/2020 Date Punch-List Completed

FS Number: FS18-159 **Permit Number(s):** E18P-0770,0779,0772,0774,0771,0777

Project Name: Heritage Farms

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

Taylor Morrison/Arizona INC

9000 E Pima Center PKWY 350,Scottsdale AZ, 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Georgia Dr	Local	174th Lane	174th Ave	2	1/4	
Willow Ave	Local	174th Lane	174th Ave	2	1/4	
Eugene Terrace	Local	174th Lane	174th Ave	2	1/4	
174th Ave	Local	Georgia Drive	W. Pershing St	2	1/4	
174th Lane	Local	Georgia Drive	W. Pershing St	2	1/4	

MATERIALS:

Asphalt: Southwet Materials Supplier 2 3/4 Total Lane Miles 61,602 Total Square Yards

Water:	8" PVC	Size/Type	4,820'	Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Sewer:	8" PVC	Size/Type	4,807'	Total LF	10" PVC	Size/Type	920'	Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	18" RGRCP	Size/Type	328'	Total LF	24" RGRCP	Size/Type	275'	Total LF
	30" RGRCP	Size/Type	137'	Total LF		Size/Type		Total LF
Fire Ln:		Size/Type		Total LF		Size/Type		Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List
N/A Final Certification Letter from Engineer of Record
X Complete Geotechnical Testing Packet
X Sewer Pressure Testing Results
X Sewer Manhole Vacuum Testing Certification
X Sewer Manhole Insecticide Certification
X Sewer Videos with Operators Notes (inc. re-videos)
___ Other ___ (Specify)

X AOC
X Asphalt Concrete Ticket w/ Name of Contractor
X Streetlight Energize Letter
X As built Documents (PDF copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: David Mobley D A Mobley **Date:** 3/11/20

Civil Engineering Supervisor: [signature] **Date:** 03/25/2020

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 5

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

Agenda Wording:
Consideration and action pertaining to the conditional acceptance of the streets and public utility improvements at the Rangers Housing Facility, generally located at Bullard Avenue and W. Saguaro Lane; Resolution # 2020-79.

Motion:
I move to approve Resolution # 2020-79.

Background:
The Public Works Department conducted the final inspection of the public improvements for the Rangers Housing Facility, generally located at Bullard Avenue and W. Saguaro Lane on or about December 27th, 2019 totaling 767 SY (approximately 203 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, water and wastewater lines.

Objective Analysis:
The improvements for this property provide access and conveyance to the property, 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, and water 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 $216,726.00

Budget Impact:
Funding for the infrastructure maintenance now and in the future will be supported from the city's

HURF, Water Operations, and Wastewater 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 2020-79 Rangers Facility Infrastructure (final)
2. 02_Notice of Completion Letter
3. 03_Inspector Sign Off Form

RESOLUTION # 2020-79

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 TWO YEAR WARRANTY AT THE RANGERS HOUSING FACILITY, GENERALLY LOCATED AT N. BULLARD AVENUE AND W. SAGUARO LANE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rangers Housing at Surprise Center" on, March 5th, 2019;

WHEREAS, Surprise Center Development Company, LLC and TR Surprise, LLC, the owners of the Rangers Housing Facility property, dedicated to the City the street and public utility improvements, generally located at Bullard Avenue and W. Saguaro Lane;

WHEREAS, on or about December 27th, 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 two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-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:

Sherry Aguilar, City Clerk

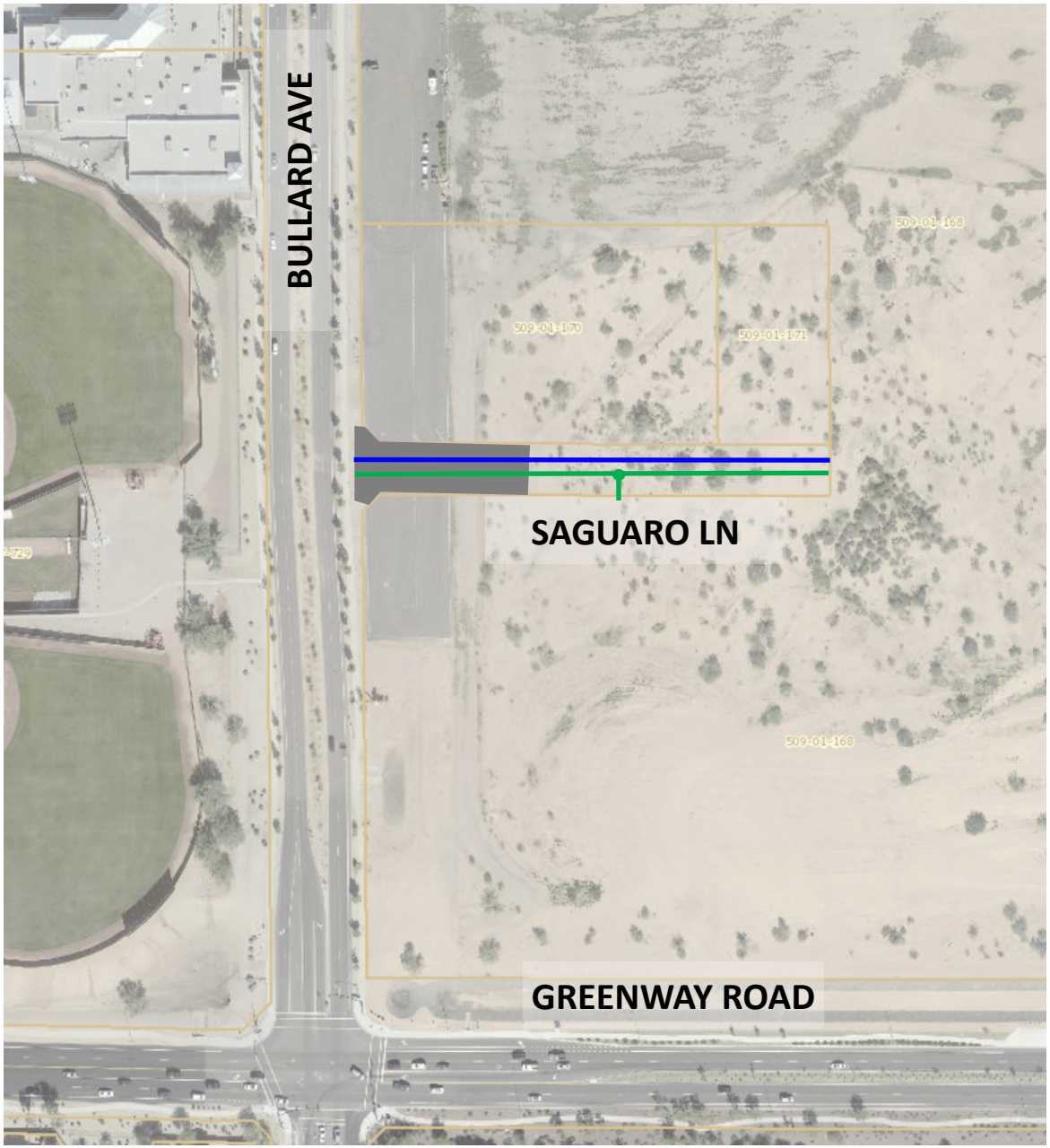
Approved as to form:

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

Rangers Housing Facility - Saguaro Lane



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- ROADWAY

EXHIBIT B

List and Cost of Improvements

SURPRISE
ARIZONA

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: 6/8/2020

Re: Texas Rangers Housing Facility

The public improvements for the above project have been completed and are tentatively scheduled for the August 3rd, 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: $36,335.00
- City Sewer: $60,625.00
- City Water: $83,710.00
- City Concrete: $36,056.00

- **Total: $216,726.00**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

January 07, 2020

GCON Inc.
1606 W. Whispering Wind Dr.
Phoenix, AZ 85085

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR TEXAS RANGER HOUSING FACILITY – FS18-615

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 Director/Operations
File

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 12/24/2019 ___ Commercial X Commercial w/Offsite ___ Residential

X COMPLETION ACCEPTANCE (End of Construction) ___ FINAL ACCEPTANCE (End of Warranty)

12/3/2019 Date of Punch-List Walk 12/18/2019 Date Punch-List Completed

FS Number: FS18-615 **Permit Number(s):** E19P-0084,83,77, 80,81,78,85,87,79

Project Name: Texas Rangers Village

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

GCON INC

1606 W Whispering Wind Dr, Phoenix AZ 85085

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Saguaro Lane	Collector	Bullard Road	STA 2+30	2	1/4	

MATERIALS:

Asphalt: Vulcan Materials Supplier 1/4 Total Lane Miles 769 Total Square Yards

Water:	12" DIP	Size/Type	222'	Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Sewer:	8"PVC	Size/Type	181'	Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	18" HDPE	Size/Type	242'	Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Fire Ln:	10" DIP	Size/Type	21'	Total LF	8" C-900 PVC	Size/Type	67'	Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List
N/A Final Certification Letter from Engineer of Record
X Complete Geotechnical Testing Packet
X Sewer Pressure Testing Results
X Sewer Manhole Vacuum Testing Certification
X Sewer Manhole Insecticide Certification
X Sewer Videos with Operators Notes (inc. re-videos)
___ Other ___ (Specify)

N/A AOC
X Asphalt Concrete Ticket w/ Name of Contractor
N/A Streetlight Energize Letter
X As built Documents (PDF copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: David Mobley **Date:** 12/24/19

Civil Engineering Supervisor: **Date:** 12/27/2019

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 3

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

Agenda Wording:
Consideration and action pertaining to conditional acceptance of the streets and public utility improvements at Toll at Prasada Phase 1 – Cactus Road, generally located at W. Cactus Road and N. Cotton Lane; Resolution # 2020-80.

Motion:
I move to approve Resolution # 2020-80.

Background:
The Public Works Department conducted the final inspection of the public improvements for Toll at Prasada Phase 1 – Cactus Road, generally located at W. Cactus Road and N. Cotton Lane, on or about May 29th, 2020 totaling 11.042 SY (approximately 2,650 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement and storm drain. Domestic water lines are located within the Epcor water jurisdiction. Sewer lines were not a part of this project.

Objective Analysis:
The improvements for this property provide roadways for conveyance through the property and storm drains to convey stormwater to retention basins. This action will accept the required infrastructure. The domestic water serving the property is within EPCOR jurisdiction.

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 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 $985,234.09.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF 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. 2020-80 Accept Infra Cactus Road (final)
2. 02_Notice of Completion letter
3. 03_Inspector Sign-off Form

RESOLUTION # 2020-80

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 TWO YEAR WARRANTY AT WEST CACTUS ROAD, GENERALLY LOCATED AT NORTH COTTON LANE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Toll at Prasada – Cactus Road" on, August 6th, 2019;

WHEREAS, Toll Brothers the developer of Toll at Prasada, dedicated to the City the street and public utility improvements, generally located at West Cactus Road, west of North Cotton Lane;

WHEREAS, on or about May 29, 2020, 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 two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-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:

Sherry Aguilar, City Clerk

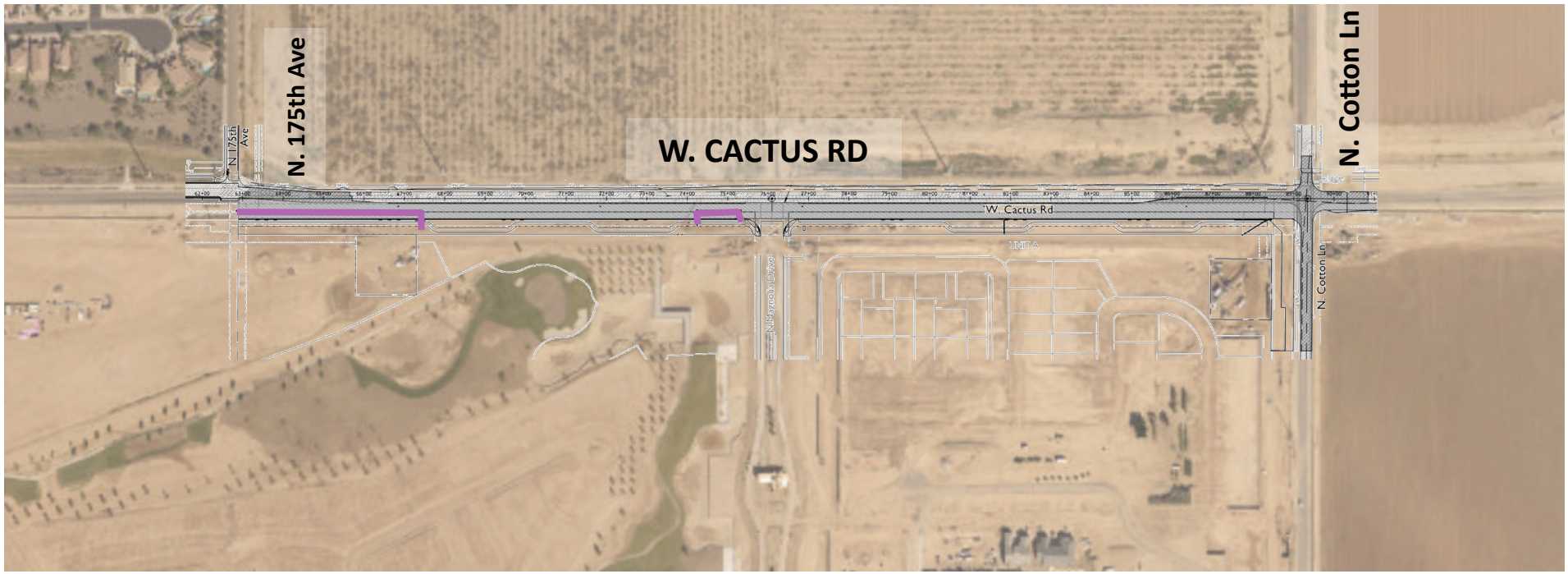
Approved as to form:

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

Toll at Prasada - Phase 1
W. Cactus Road



INFRASTRUCTURE TO BE ACCEPTED:

- ROADWAY
- STORM DRAIN

EXHIBIT B

List and Cost of Improvements

SURPRISE
ARIZONA

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: 6/8/2020

Re: Toll at Prasada Phase 1 – Cactus Road

The public improvements for the above project have been completed and are tentatively scheduled for the August 3rd, 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: $728,337.74
- City Concrete: $202,217.35
- City Storm Drain: $54,679.00
-
- **Total: $985,234.09**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

May 29, 2020

Toll Brothers
8767 E. Via De Ventura STE 390
Scottsdale, AZ 85258

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR TOLL AT PRASADA CACTUS RD PHASE 1 – FS18-342

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

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 4/30/2020 ___ Commercial ___ Commercial w/Offsite X Residential

X COMPLETION ACCEPTANCE (End of Construction) ___ FINAL ACCEPTANCE (End of Warranty)

4/7/2020 Date of Punch-List Walk 4/22/2020 Date Punch-List Completed

FS Number: FS18-342 **Permit Number(s):** E19P-0536,0540,0535,0537,0538,0539

Project Name: Toll At Surprise Phase 1 Cactus rd and Cotton

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

Toll Brothers AZ Construction Group

8767 E. Via De Ventura 390, Scottsdale Az 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Cactus Road	Collector	N. 175th Ave	Auto Show Ave	2	1/2	Median
Cotton Lane	Collector	STA: 63+86.28	STA: 59+05.05	2	1/4	

MATERIALS:

Asphalt: Vulcan Materials Supplier 3/4 Total Lane Miles 18334 Total Square Yards

Water:	12" PVC	Size/Type	1891'	Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Sewer:		Size/Type		Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	18" RGRCP	Size/Type	276'	Total LF	24" RGRCP	Size/Type	493'	Total LF
		Size/Type		Total LF		Size/Type		Total LF
Fire Ln:		Size/Type		Total LF		Size/Type		Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List
N/A Final Certification Letter from Engineer of Record
X Complete Geotechnical Testing Packet
N/A Sewer Pressure Testing Results
N/A Sewer Manhole Vacuum Testing Certification
N/A Sewer Manhole Insecticide Certification
N/A Sewer Videos with Operators Notes (inc. re-videos)
___ Other _____ (Specify)

N/A AOC
X Asphalt Concrete Ticket w/ Name of Contractor
X Streetlight Energize Letter
X As built Documents (PDF copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: David Mobley Date: 4/30/20

Civil Engineering Supervisor: Date: 05/04/2020

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 4

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

Agenda Wording:
Consideration and action declaring the City's intent to enlarge the existing lighting improvement district known as "Dysart Mini Storage #145" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2020-81.

Motion:
I move to approve Resolution # 2020-81.

Background:
The Dysart Mini Storage #145 was formed in 2016 (Resolution 2016-23). Since the time of formation, a new parcel has been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcel and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. One existing light is proposed within this enlargement which is a local road and will be billed to Dysart Mini Storage #145

Objective Analysis:
A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased

Policy Compliant:
Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:
Any financial impact on the City is anticipated to be minimal, as the ratio of the new lights to existing lights is very small.

Budget Impact:
This is an enlargement of an existing SLID, therefore no impact to the budget is anticipated. A separate fund for this District is currently in place to track the revenue and expenses.

FTE Impact:
This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2020-81 Dysart Mini Storage SLID Enlargement-1
2. 02 SLID Petition - Approved
3. 03 FS19-410 Surprise Design Center Internal Approval Tracking
4. 04 FS19-410 Surprise Design Cntr Council Map

RESOLUTION # 2020-81

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA *DYSART MINI STORAGE #145* AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on *March 1, 2016* the Mayor and City Council of the City of Surprise adopted Resolution No. 2016-23, ordering the formation of the City of Surprise, Arizona *Dysart Mini Storage #145* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to enlarge the boundaries of a street lighting improvement district ("SLID") when proper notice has been given to the owners of real property that will be added to the SLID;

WHEREAS, pursuant to Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to order the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution;

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement*. The City of Surprise, Arizona *Dysart Mini Storage #145* shall be enlarged by the addition of the property legally described in Exhibit A and shown in the map in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2020/2021 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

RECEIVED
06/01/2020

EPS GROUP

Legal Description
Parcel B "Southey's Place"
SLID Document

Job No. 19-0506 May 11, 2020

A portion of the Southwest Quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a City of Surprise brass cap flush, found at the centerline intersection of Dysart Road and Central Street, from which a City of Surprise brass cap flush, also lying on the centerline of Central Street bears North 89 degrees 50 minutes 16 seconds East (Basis of Bearing), 1,199.91 feet;

thence along the west line of said Southwest Quarter, North 0 degrees 10 minutes 03 seconds West, 25.00 feet;

thence North 89 degrees 50 minutes 16 seconds East, 262.00 feet;

thence North 0 degrees 09 minutes 43 seconds West, 203.50 feet;

thence North 89 degrees 50 minutes 16 seconds East, 199.00 feet;

thence South 0 degrees 09 minutes 43 seconds East, 228.50 feet to said centerline of Central Street;

thence along said centerline of Central Street, South 89 degrees 50 minutes 16 seconds West, 460.99 feet to the POINT OF BEGINNING.

Contains 52,021 square feet or 1.1942 acres, more or less, more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

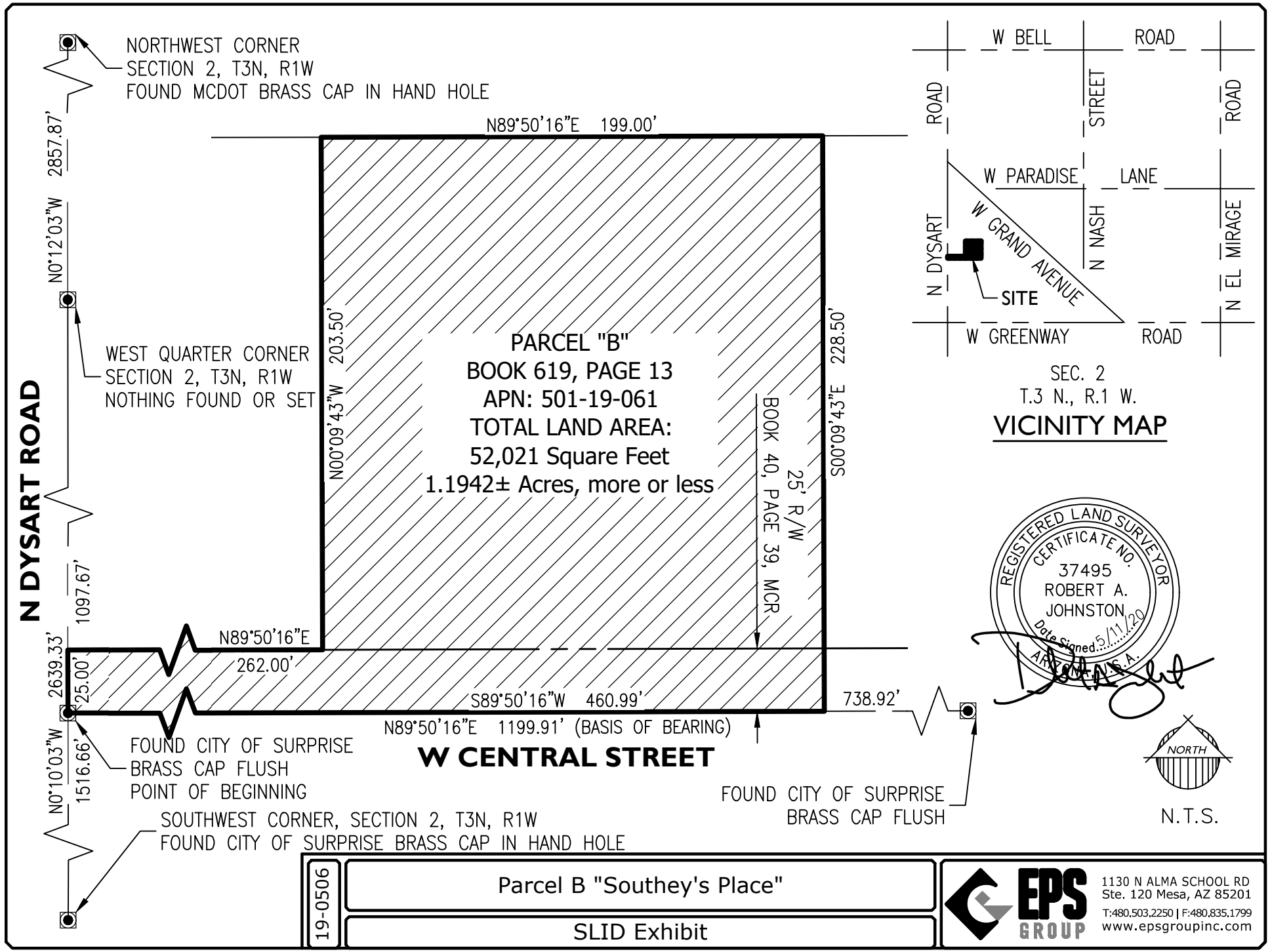
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.



EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

EXHIBIT B

Map



19-0506	Parcel B "Southey's Place"
	SLID Exhibit

EPS GROUP
1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to enlarge the existing District, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the existing street light improvements district to be enlarged:
DYSART MINI STORAGE #145

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Andrew Zalkow	13052 W. Central	501-19-0618	
	13022 W. Central		

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	$21.63	$7.59
	4,796 LED	75	26	$17.38	$6.46
	5,003 LED	100	35	$23.45	$8.71
	5,904 LED	100	35	$23.03	$8.60
	6000 IND	85	29	$19.24	$5.14
B. Architectural	6,200 IND	85	29	$10.13	$3.93
	8,400 IND	100	34	$10.69	$4.36
	10,200 IND	120	41	$11.75	$4.99
	13,000 IND	150	52	$12.98	$5.93
	20,500 IND	200	69	$14.78	$7.37
	22,500 IND	265	91	$17.63	$9.28
	3,300 LED	43	15	$10.24	$3.79
	3,800 LED	32	12	$7.73	$2.92
	3,900 LED	32	12	$9.96	$3.51
	4,050 LED	63	22	$18.63	$6.52
	4,100 LED	45	16	$10.34	$3.89
	4,800 LED	41	15	$8.27	$3.27
	5,000 LED	41	15	$9.61	$3.62

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
	5,100 LED	60	21	$10.18	$4.19
	5,300 LED	67	24	$10.47	$4.48
	5,800 LED	94	32	$17.81	$5.16
	5,890 LED	89	31	$20.56	$7.66
	6,000 LED	62	22	$18.63	$6.52
	6,000 LED	67	24	$19.89	$6.99
	6,400 LED	89	31	$17.89	$5.10
	6,810 LED	101	35	$18.89	$7.50
	7,100 LED	62	22	$19.70	$6.80
	7,400 LED	127	44	$20.42	$6.34
	7,500 LED	73	26	$20.08	$7.18
	7,700 LED	86	30	$18.41	$7.02
	8,200 LED	88	31	$10.45	$4.97
	8,200 LED	95	33	$11.87	$5.48
	8,300 LED	72	25	$17.93	$6.54
	8,300 LED	106	37	$12.45	$5.91
	8,500 LED	88	31	$11.69	$5.30
	9,020 LED	139	48	$22.94	$9.47
	9,200 LED	139	48	$25.60	$7.30
	9,900 LED	130	45	$13.82	$6.84
	10,000 LED	93	32	$21.43	$7.96
	10,000 LED	113	39	$13.26	$6.28
	10,600 LED	126	44	$22.56	$9.09
	11,100 LED	108	38	$12.76	$6.07
	11,500 LED	108	38	$13.16	$6.18
	12,300 LED	203	70	$25.48	$8.85
	12,900 LED	119	41	$22.31	$8.82
	13,260 LED	202	70	$27.11	$12.12
	13,620 LED	202	70	$28.49	$9.24
	14,000 LED	171	59	$26.07	$11.08
	15,000 LED	136	47	$24.93	$9.94
	15,400 LED	144	50	$25.21	$10.22
	18,300 LED	162	56	$16.13	$8.22
	19,200 LED	257	89	$26.87	$13.38
	20,000 LED	258	89	$26.87	$13.38
	20,300 LED	193	67	$17.17	$9.26
	21,000 LED	193	67	$24.77	$11.28
C. Cobra	6,200 IND	75	26	$10.54	$3.77
	6,400 IND	85	29	$8.97	$3.78
	8,000 IND	88	30	$10.47	$4.04
	8,400 IND	100	34	$9.70	$4.24
	10,200 IND	120	41	$10.44	$4.81

					CHARGES	
		Lumen	Watts	kWh	Investment by Company	Investment by Others
C. Cobra		13,000 IND	150	52	$11.50	$5.73
		15,250 IND	200	69	$13.86	$7.25
		22,500 IND	250	86	$18.55	$9.06
	Gray/Bronz	3,500 IND	55	19	$10.50	$3.27
		6,000 LED	95	33	$17.05	$5.13
		8,700 LED	142	49	$19.17	$6.53
		9,600 LED	157	54	$20.40	$7.04
		11,600 B-LED	181	62	$19.03	$7.44
	Gray/Bronz	3,300 LED	43	15	$9.00	$2.79
	Gray/Bronz	5,300 LED	67	23	$10.45	$3.54
	Gray/Bronz	8,300 LED	106	37	$13.55	$4.94
	Gray/Bronz	10,500 LED	130	45	$15.08	$5.69
	Gray/Bronz	20,000 LED	258	89	$26.21	$10.27
D. Decorative Transit		5,300 LED	75	26	$28.44	$6.12
		8,300 LED	100	34	$30.45	$6.97
		8,147 LED	75	26	$35.76	$11.36
		9,522 LED	100	35	$36.14	$12.09
		10,500 LED	150	52	$32.69	$8.52
		14,896 LED	150	52	$39.98	$14.29
	Double	8,147 LED	75	26	$64.74	$18.96
	Double	9,522 LED	100	35	$64.67	$19.58
	Double	14,896 LED	100	52	$70.67	$22.32
	Copper	6,000 IND	85	29	$18.87	$5.09
	Gray/Black	8,000 IND	88	30	$14.86	$4.62
	Gray/Black	4,350 LED	86	30	$13.48	$4.44
E. Flood		14,470 LED	148	51	$23.93	$9.95
		16,000 LED	125	43	$23.17	$9.19
F. Pendant		8,678 LED	75	26	$26.36	$8.85
		13,964 LED	100	35	$27.84	$9.88
G. Post Top		4,350 LED	86	30	$13.43	$5.69
		6,400 LED	30	30	$13.43	$5.69
		6,600 LED	83	29	$13.33	$5.59
H. Roadway		3,300 LED	43	15	$9.46	$3.58
		3,800 LED	32	12	$7.24	$2.79
		3,900 LED	32	12	$9.18	$3.30
		4,100 LED	45	16	$9.56	$3.68
		4,800 LED	41	15	$7.76	$3.13
		5,000 LED	41	15	$9.12	$3.49
		5,100 LED	60	21	$9.69	$4.06
		5,300 LED	67	24	$9.98	$4.35
		8,200 LED	88	31	$9.72	$4.77

	8,200 LED	95	33	$11.36	$5.34
	8,300 LED	106	37	$11.74	$5.72
	8,500 LED	88	31	$11.18	$5.16
	9,900 LED	130	45	$13.31	$6.70
	10,000 LED	113	39	$12.75	$6.14
	11,100 LED	108	38	$12.03	$5.88
	11,500 LED	108	38	$12.65	$6.04
	18,300 LED	162	56	$15.23	$7.98
	19,200 LED	257	89	$19.11	$11.32
	20,000 LED	258	89	$19.11	$11.32
	20,300 LED	193	67	$16.27	$9.02
	21,000 LED	193	67	$17.01	$9.22

FROZEN	4,000 INC	295	103	$10.54	$5.89
	7,000 MV	175	73	$13.65	$7.83
	11,000 MV	250	96	$17.09	$10.43
	20,000 MV	400	150	$26.84	$15.21
FROZEN ACORN	9,500 HPS	100	41	$29.14	$9.93
	16,000 HPS	150	69	$32.35	$12.55
FROZEN ARCHITECTURAL	9,500 HPS	100	41	$16.56	$7.90
	16,000 HPS	150	69	$19.77	$19.34
	30,000 HPS	250	99	$22.95	$13.57
	50,000 HPS	400	153	$28.32	$19.53
	14,000 MH	175	72	$23.17	$12.70
	21,000 MH	250	101	$26.31	$15.66
	36,000 MH	400	159	$32.89	$21.54
	8,000 LPS	55	30	$24.08	$10.58
	13,500 LPS	90	50	$28.39	$12.76
	22,500 LPS	135	72	$32.43	$15.56
	33,000 LPS	180	90	$39.01	$18.33
FROZEN COBRA ROADWAY	5,800 HPS	70	29	$9.40	$5.56
	9,500 HPS	100	41	$11.07	$6.81
	16,000 HPS	150	69	$13.86	$9.50
	30,000 HPS	250	99	$16.72	$12.35
FROZEN COBRA ROADWAY	50,000 HPS	400	153	$22.69	$17.63
	14,000 MH	175	72	$16.12	$10.99
	21,000 MH	250	101	$18.84	$13.67
	36,000 MH	400	159	$24.81	$18.99
	8,000 FL	100	38	$18.53	$5.43
FROZEN DECORATIVE TRANSIT	9,500 HPS	100	41	$39.95	$11.96
	16,000 HPS	150	69	$39.72	$13.36
	30,000 HPS	250	99	$45.74	$17.26
FROZEN FLOOD	30,000 HPS	250	99	$22.20	$13.79
	50,000 HPS	400	153	$27.53	$19.14
	21,000 MH	250	101	$23.69	$14.58
	36,000 MH	400	159	$28.89	$19.76
FROZEN Colonial Gray	8,000 FL	100	38	$19.97	$5.64

FROZEN

POST TOP	Colonial Gray	9,500 HPS	100	41	$11.42	$7.16
	Colonial Black	9,500 HPS	100	41	$13.15	$7.41
	Decorative	9,500 HPS	100	41	$34.97	$11.03

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.

2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.

3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.

4. HPS = High Pressure Sodium

5. MH = Metal Halide

6. LPS = Low Pressure Sodium

7. FL = Fluorescent

8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.

9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).

10. LED = Light Emitting Diode

11. IND = Induction

II. POLES

				CHARGES	
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	$13.11	$1.81
			22 ft.	$14.75	$2.03
			25 ft.	$15.97	$2.21
			30 ft.	$18.34	$2.52
			32 ft.	$19.27	$2.55
		2 Simplex Adapters	12 ft.	$13.98	$1.93
			22 ft.	$16.06	$2.22
			25 ft.	$16.75	$2.31
			30 ft.	$19.47	$2.68
			32 ft.	$20.77	$2.87
	Square Steel	5"	13 ft.	$15.03	$2.06
			15 ft.	$13.43	$1.85
			23 ft.	$15.93	$2.19
			25 ft.	$17.51	$2.41
			28 ft.	$19.44	$2.67
			32 ft.	$19.33	$2.66
	Concrete		12 ft.	$44.79	$6.17
	Fiberglass		12 ft.	$37.93	$5.22
	Decorative Transit	4"	16 ft.	$36.98	$5.10
	Decorative Transit	6"	30 ft.	$71.39	$9.83
	Hinged Poles	Square	15 ft.	$14.21	$1.16
		Round	19 ft.	$12.85	$1.05
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	$12.61	$1.73
			22 ft.	$14.26	$1.96
			25 ft.	$15.46	$2.13
			30 ft.	$17.85	$2.47
			32 ft.	$18.75	$2.58
		2 Simplex Adapters	12 ft.	$13.47	$1.85
			22 ft.	$15.05	$2.06
			25 ft.	$16.24	$2.23
			30 ft.	$18.97	$2.60
			32 ft.	$20.26	$2.79
		3 Bolt	32 ft.	$23.28	$3.20
	Square Steel	5"	13 ft.	$14.54	$2.01
			15 ft.	$14.86	$2.03
			23 ft.	$15.43	$2.13
			25 ft.	$17.02	$2.36
			28 ft.	$18.91	$2.60
			32 ft.	$19.63	$2.69

II POLES (cont)

				CHARGES	
			Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel		19 ft.	$19.84	$2.74
			30 ft.	$15.49	$2.87
			38 ft.	$18.90	$2.94
		Self	40 ft.	$23.28	$3.69
		Stepped	25 ft.	$53.55	$4.37
			32 ft.	$56.40	$4.60
			49 ft.	$70.00	$9.65
	Square Steel	4"	34 ft.	$17.09	$2.96
		5"	20 ft.	$16.23	$2.68
			30 ft.	$16.92	$2.79
			38 ft.	$18.36	$3.19
		8"	28 ft.	$30.64	$2.49
			32 ft.	$32.03	$2.62
	Decorative Transit		41 ft 6	$22.05	$3.24
	Decorative Transit		47 ft.	$27.47	$4.04
	Steel Distribution Pole (for lighting only)		35 ft.	$25.36	$3.34
D. Post Top	Decorative Transit Anchor Base		16 ft.	$37.77	$5.19
	Gray Steel/Fiberglass		23 ft.	$13.10	$2.15
	Black Steel		23 ft.	$14.44	$2.38
E. Existing distribution pole suitable for streetlight use				$1.59	--
F. FROZEN	Wood Poles		30 ft.	$9.64	$1.67
			35 ft.	$9.64	$1.59

FROZEN

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

			CHARGES	
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	$10.67	$1.47
		6 ft.	$12.73	$2.21
B. Pedestal		8 ft.	$14.59	$2.54
	For 32' Round Steel Pole only	4 ft. 6"	$10.12	$1.75

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

	CHARGE Company Owned
Underground Circuit Charges:	
a. Per foot of cable, installed under paving	$0.17000
b. Per foot of cable, not installed under paving	$0.06000

FROZEN

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type

Charge Type	Monthly Charge		Cost Inputs		PV Factor		Monthly Fixed Charge Rate
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x	1.518%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x	1.296%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%

Charge Type	Monthly Charge		kWh Input		$/kWh
6	Generation	=	kWh per month	x	0.06760
7	T&D, RCS, SB	=	kWh per month	x	0.02738

Step 2 Determination of Total Monthly Charge

The total monthly charge will be the summation of the charges for each applicable charge type

Equipment	Charge Type
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

TRIP CHARGE

A $100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. The Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.

3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.

4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.

5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

   a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.

SURPRISE
ARIZONA

Street Light Improvement District
City Department Approval Tracking

Project Name: Surprise Design Center

Project Number: FS19-410

SLID Name: Dysart Mini Storage 145

Street Light Improvement District (SLID) documents have been reviewed and approved by the following departments:

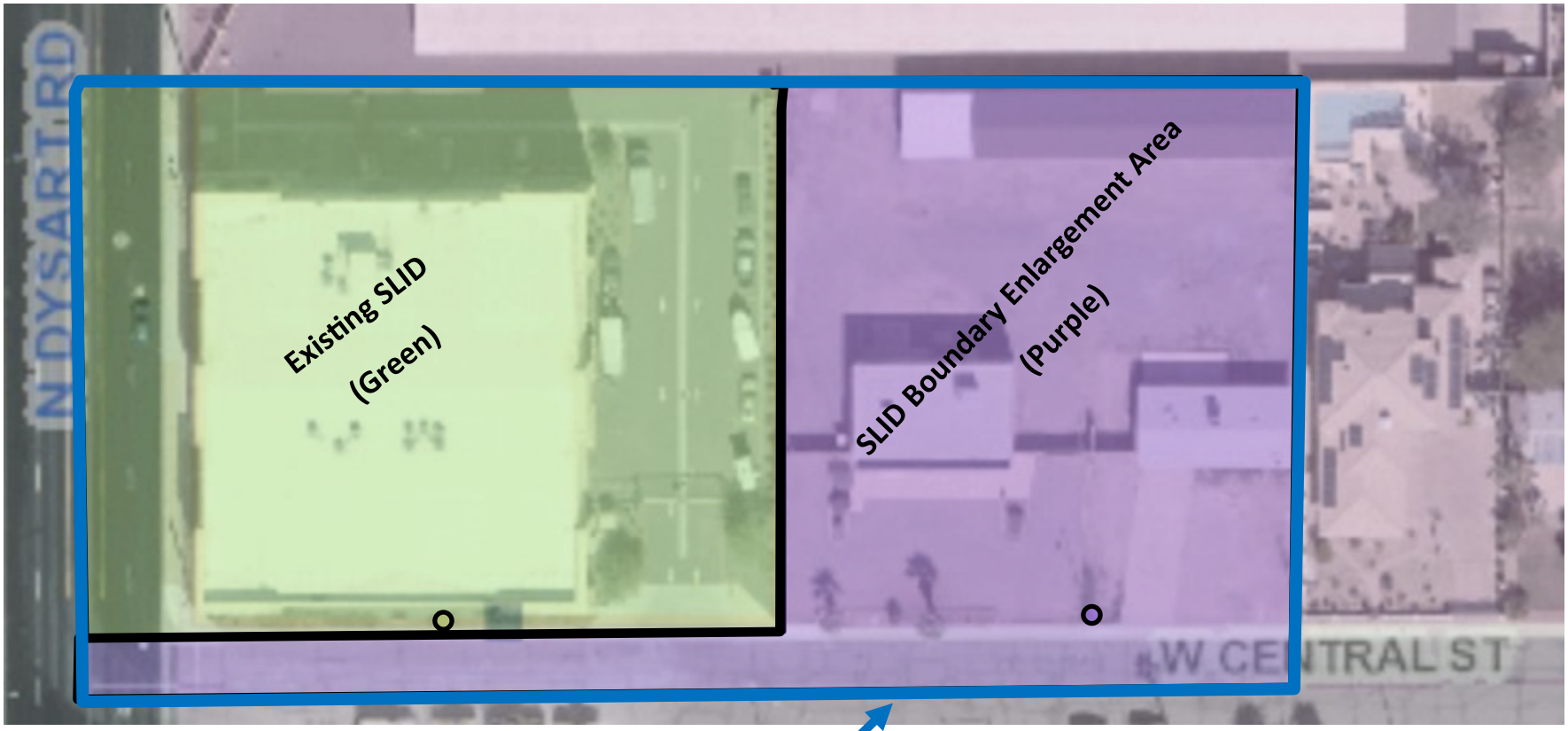
Department	Date Approved	Reviewer	Signature
Engineering	6/15/2020	Jamie Sullivan	Jamie Sullivan
Survey	4/7/2020	Ron Dry	Ron Dry
Real Property	6/17/2019	Renee Fugiel	Renee Fugiel
GIS	6/15/2020	Blake Loper	Blake Loper

DYSART SURPRISE MINI STORAGE ENLARGEMENT

Street Light Poles

1— Existing Pole (Local)

1— Existing Pole (Local)



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

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

Agenda Wording:
Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Austin Ranch East Phase 1A – Parcels 12B, 13 & 14, generally located at W. Williams Road and N. 175th Avenue; Resolution # 2020-83.

Motion:
I move to approve Resolution # 2020-83.

Background:
The Public Works Department conducted the final inspection of the public improvements for Austin Ranch East Phase 1A – Parcels 12B, 13 & 14, generally located at W. Williams Road and N. 175th Avenue on or about June 12th, 2020 totaling 60,102 SY (approximately 18,780 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drain and wastewater lines. Domestic water lines are located within the Beardsley Water jurisdiction.

Objective Analysis:
The improvements for this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Beardsley Water jurisdiction.

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, 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 $3,382,921.00.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, 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. 02_Notice of Completion Letter
2. 03_Inspector sign form
3. 01_Res 2020-83 Austin Ranch Infrastructure Acceptance-final-

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SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

June 18, 2020

Courtland Homes
19820 N 7 St., Suite 200
Phoenix, AZ 85024

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR AUSTIN RANCH EAST PH 1A PARCELS 12B, 13 & 14 – FS18-272

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 one (1) year; 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

Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, PW Field Engineering Supervisor
David Kohlbeck, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS
Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule, Water Resource Management
William Valdez, PW Civil Inspector

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/2/2020 ____ Commercial ____ Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) ____ FINAL ACCEPTANCE (End of Warranty)

12/4/2019 Date of Punch-List Walk 4/29/2020 Date Punch-List Completed

FS Number: FS18-272 **Permit Number(s):** E18P-0790,E18P-0791,E18P-0792,E18P-0794,E18P-0795,E18P-0798

Project Name: Austin Ranch East Phase 1A Parcels 12B,13,14

Project Developer/Builder: (Name, Address, and Phone #)

Courtland Homes, Inc., 4160 West Kitty Hawk, Chandler, Arizona 85226

Sheet 1 of 5

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Country Club Terrace	Local	175th Drive	177th Avenue	2	1/4	
Via De Luna Drive	Local	175th Drive	178th Avenue	2	1/4	
Daley Lane	Local	175th Avenue	178th Avenue	2	1/4	
Paraiso Drive	Local	175th Drive	176th Lane	2	1/4	
Patrick Lane	Local	175th Avenue	176th Avenue	2	1/4	

MATERIALS:

Asphalt: Markham / Vulcan Supplier 9.5 Total Lane Miles 68,175 Total Square Yards

Water:	8" PVC	Size/Type	7,504	Total Linear Feet	12" PVC	Size/Type	6,095	Total Linear Feet
	12" DIP	Size/Type	346	Total Linear Feet	6" DIP	Size/Type	312	Total Linear Feet
Sewer:	6" SDR 35	Size/Type	2,355	Total Linear Feet	8" SDR 35	Size/Type	7,299	Total Linear Feet
	15" SDR 35	Size/Type	4,306	Total Linear Feet	18" PVC	Size/Type	261	Total Linear Feet
Storm:	18"RGRCP	Size/Type	413	Total Linear Feet		Size/Type		Total Linear Feet
	30"RGRCP	Size/Type	77	Total Linear Feet		Size/Type		Total Linear Feet
Fire Ln:	N/A	Size/Type		Total Linear Feet		Size/Type		Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List
N/A Final Certification Letter from Engineer of Record
XX Complete Geotechnical Testing Packet
XX Sewer Pressure Testing Results
XX Sewer Manhole Vacuum Testing Certification
XX Sewer Manhole Insecticide Certification
XX Sewer Videos with Operators Notes (inc. re-videos)
XX Other Water Purveyor is Beardsley Water Company (Specify)

XX AOC
XX Asphalt Concrete Ticket w/ Name of Contractor
XX Streetlight Energize Letter
XX As built Documents (PDF copy on CD)
XX As Built Documents in PDF format (copy on CD)
XX Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: William Valdez **Date:** 6/9/2020

Civil Engineering Supervisor: [signature] **Date:** 06/12/2020

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SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/2/2020 ____ Commercial ____ Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) ____ FINAL ACCEPTANCE (End of Warranty)

See Sheet 1 Date of Punch-List Walk _____ Date Punch-List Completed

FS Number: FS18-272 **Permit Number(s):** See Sheet 1

Project Name: Austin Ranch East Phase 1A Parcels 12B,13,14

Project Developer/Builder: (Name, Address, and Phone #)

Courtland Homes, 4160 West Kitty Hawk, Chandler, Arizona 85226

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Jessie Lane	Local	175th Drive	176th Avenue	2	1/4	
Villa Chula Lane	Local	175th Drive	176th Avenue	2	1/4	
Villa Hermosa Lane	Local	175th Avenue	175th Lane	2	1/4	
Monte Lindo Lane	Local	Cul De Sac	175th Lane	2	1/4	
Pinnacle Peak Road	Collector	175th Avenue	Sta 36+91.81	2	1/4	

MATERIALS:

Asphalt: See Sheet 1 Supplier _____ Total Lane Miles _____ Total Square Yards

Water: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Sewer: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Storm: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Fire Ln: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

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 This is sheet 2 of 5 (Specify)

____ AOC
____ Asphalt Concrete Ticket w/ Name of Contractor
____ Streetlight Energize Letter
____ As built Documents (PDF copy on CD)
____ As Built Documents in PDF format (copy on CD)
____ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: William Valdez **Date:** 6/9/2020

Civil Engineering Supervisor: _____ **Date:** 06/12/2020

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SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/2/2020 ____ Commercial ____ Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) ____ FINAL ACCEPTANCE (End of Warranty)

See Sheet 1 Date of Punch-List Walk _____ Date Punch-List Completed

FS Number: FS18-272 **Permit Number(s):** See Sheet 1

Project Name: Austin Ranch East Phase 1A, Parcels 12B,13,14

Project Developer/Builder: (Name, Address, and Phone #)

See Sheet 1

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Williams Road	Collector	Deer Valley Road	177th Avenue	2	1/2	
175th Avenue	Collector	Williams Road	Pinnacle Peak Road	2	1/2	
175th Drive	Local	Country Club Terrace	Via de Luna Drive	2	1/4	
175th Drive	Local	Daley Lane	Parasio Drive	2	1/4	
175th Drive	Local	Jessie Lane	Villa Chula Lane	2	1/4	

MATERIALS:

Asphalt: See Sheet 1 Supplier _____ Total Lane Miles _____ Total Square Yards

Water:	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
Sewer:	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
Storm:	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		
Fire Ln:	_____ Size/Type	_____ Total Linear Feet		_____ Size/Type	_____ Total Linear Feet		

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)
____ AOC
____ Asphalt Concrete Ticket w/ Name of Contractor
____ Streetlight Energize Letter
____ As built Documents (PDF copy on CD)
____ As Built Documents in PDF format (copy on CD)
____ Updated asbuilt CAD base files (copy on CD)
____ Other Sheet 3 of 5 (Specify)

APPROVAL:

Civil Inspector: William Valdez **Date:** 6/9/2020

Civil Engineering Supervisor: [signature] **Date:** 06/12/2020

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SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/2/2020 ___ Commercial ___ Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) ___ FINAL ACCEPTANCE (End of Warranty)

See Sheet 1 Date of Punch-List Walk ___ Date Punch-List Completed

FS Number: FS18-272 **Permit Number(s):** See Sheet 1

Project Name: Austin Ranch East Phase 1A Parcels 12B,13,14

Project Developer/Builder: (Name, Address, and Phone #)

See Sheet 1

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
175th Lane	Local	Villa Chula Lane	Pinnacle Peak Road	2	1/4	
176th Avenue	Local	Via De Luna Drive	Daley Lane	2	1/4	
176th Avenue	Local	Patrick Lane	Villa Chula Lane	2	1/4	
176th Lane	Local	Daley Lane	Paraiso Drive	2	1/4	
177th Avenue	Local	Williams Road	Daley Lane	2	1/4	

MATERIALS:

Asphalt: See Sheet 1 Supplier ___ Total Lane Miles ___ Total Square Yards

Water:	___	Size/Type	___ Total Linear Feet	___	Size/Type	___	Total Linear Feet
	___	Size/Type	___ Total Linear Feet	___	Size/Type	___	Total Linear Feet
Sewer:	___	Size/Type	___ Total Linear Feet	___	Size/Type	___	Total Linear Feet
	___	Size/Type	___ Total Linear Feet	___	Size/Type	___	Total Linear Feet
Storm:	___	Size/Type	___ Total Linear Feet	___	Size/Type	___	Total Linear Feet
	___	Size/Type	___ Total Linear Feet	___	Size/Type	___	Total Linear Feet
Fire Ln:	___	Size/Type	___ Total Linear Feet	___	Size/Type	___	Total Linear Feet

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)
___ AOC
___ Asphalt Concrete Ticket w/ Name of Contractor
___ Streetlight Energize Letter
___ As built Documents (PDF copy on CD)
___ As Built Documents in PDF format (copy on CD)
___ Updated asbuilt CAD base files (copy on CD)
___ Other Sheet 4 of 5 (Specify)

APPROVAL:

Civil Inspector: William Valdez **Date:** 6/9/2020

Civil Engineering Supervisor: [signature] **Date:** 06/12/2020

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SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/2/2020 ____ Commercial ____ Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) ____ FINAL ACCEPTANCE (End of Warranty)

See Sheet 1 Date of Punch-List Walk _____ Date Punch-List Completed

FS Number: FS18-272 **Permit Number(s):** See Sheet 1

Project Name: Austin Ranch East Phase 1A Parcels 12B,13,14

Project Developer/Builder: (Name, Address, and Phone #)

See Sheet 1

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
177th Drive	Local	Daley Lane	Sta11+63.50	2	1/4	
178th Avenue	Local	Via De Luna Drive	Daley Lane	2	1/4	

MATERIALS:

Asphalt: See Sheet 1 Supplier _____ Total Lane Miles _____ Total Square Yards

Water:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
Sewer:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
Storm:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet
Fire Ln:	_____	Size/Type	_____	Total Linear Feet	_____	Size/Type	_____ Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

____ Copy of Punch List
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____ As Built Documents in PDF format (copy on CD)
____ Updated asbuilt CAD base files (copy on CD)
____ Other This is Sheet 5 0f 5 (Specify)

APPROVAL:

Civil Inspector: William Valdez **Date:** 6/9/2020

Civil Engineering Supervisor: _____ **Date:** 06/12/2020

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RESOLUTION # 2020-83

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 AUSTIN RANCH EAST PHASE 1A – PARCELS 12B, 13 & 14, GENERALLY LOCATED AT W. WILLIAMS ROAD AND N. 175TH AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Austin Ranch East Phase 1A – Parcels 12B, 13 & 14" on, October 16th, 2018;

WHEREAS, Courtland Homes Inc., an Arizona Corporation the developer of Austin Ranch East Phase 1A – Parcels 12B, 13 & 14, dedicated to the City the street and public utility improvements, generally located at W. Williams Road and N. 175th Avenue;

WHEREAS, on or about June 12, 2020, 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:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

AUSTIN RANCH PHASE 1A
PARCELS 12B, 13 & 14

INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- STORM DRAIN
- ROADWAY



VICINITY MAP
N.T.S.

PINNACLE PEAK RD
W. MONTE LINDO LN
N. 175TH LN
W. VILLA HERMOSA LN
PARCEL 14
W. VILLA CHULA LN
W. JESSE LN
N. 176TH AVE
N. 175TH AVE
W. PATRICK LN
W. PARAISO DR
N. 177TH DR
N. 176TH LN
N. 175TH DR
W. DALEY LN
SEE SHT 2
N. 178TH AVE
N. 177TH AVE
N. 176TH AVE
W. VIA DE LUNA DR
PARCEL 13
PARCEL 12C
W. COUNTRY CLUB TERRACE
N. 175TH DR
SEE SHT 3
W. WILLIAMS RD

AUSTIN RANCH PHASE 1A
PARCELS 12B, 13 & 14

INFRASTRUCTURE TO BE ACCEPTED:

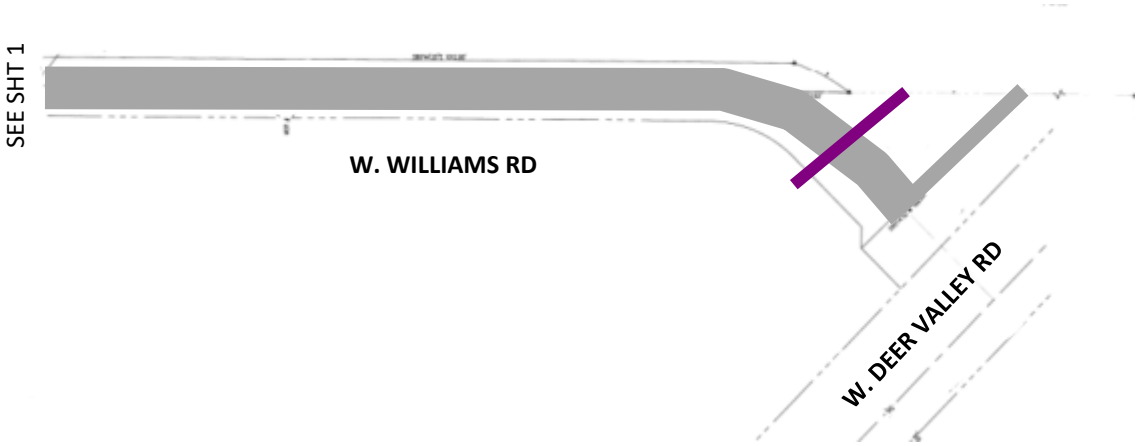
- SEWER
- STORM DRAIN
- ROADWAY



VICINITY MAP
N.T.S.



AUSTIN RANCH PHASE 1A
PARCELS 12B, 13 & 14



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- STORM DRAIN
- ROADWAY



VICINITY MAP
N.T.S.

EXHIBIT B

List and Cost of Improvements

SURPRISE
ARIZONA

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: 7/1/2020

Re: Austin Ranch East Phase 1A – Parcels 12B, 13 & 14

The public improvements for the above project have been completed and are tentatively scheduled for the August 18th, 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 - $1,392,699.00
- City Concrete - $1,085,984.00
- City Storm Drain - $29,215.00
- City Sewer - $875,023.00

- **Total - $3,382,921.00**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

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

Agenda Wording:
Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at W. Happy Valley Road, generally located at N. 144th Drive, and N. 145th Avenue, generally located at W. Happy Valley Road; Resolution # 2020-88.

Motion:
I move to approve Resolution # 2020-88.

Background:
The Public Works Department conducted the final inspection of the public improvements for W. Happy Valley Road and N. 145th Avenue on or about June19th, 2020 totaling 5,527 SY (approximately 1,671 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement and water lines. Wastewater lines are not a part of this project.

Objective Analysis:
The improvements for this property provide access and conveyance to the property 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 and water 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 $559,094.90.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF and Water 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 2020-88 Accept Infra HVR and 145th Ave
2. 02_Notice of Completion Letter
3. 03_Inspector Sign-Off

RESOLUTION # 2020-88

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 TWO YEAR WARRANTY AT W. HAPPY VALLEY ROAD, GENERALLY LOCATED AT N. 144TH DRIVE, AND N. 145TH AVENUE, GENERALLY LOCATED AT W. HAPPY VALLEY ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a Map of Dedication plat entitled "Happy Valley Road (144th Drive to 145th Avenue) and 145th Avenue" on, February 20th, 2019;

WHEREAS, William Lyon Homes, Inc., a California Corporation, the developer of Rancho Mercado, dedicated to the City the street and public utility improvements, generally located at W. Happy Valley Road and N. 145th Avenue;

WHEREAS, the Mayor and City Council of the City of Surprise also accepted dedication of Public Right-of-Way from RM 47, LLC, an Arizona Limited Liability Company, for portions of W. Happy Valley Road and N. 145th Avenue on October 31st, 2019;

WHEREAS, on or about June 19th, 2020, 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 two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-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:

Sherry Aguilar, City Clerk

Approved as to form:

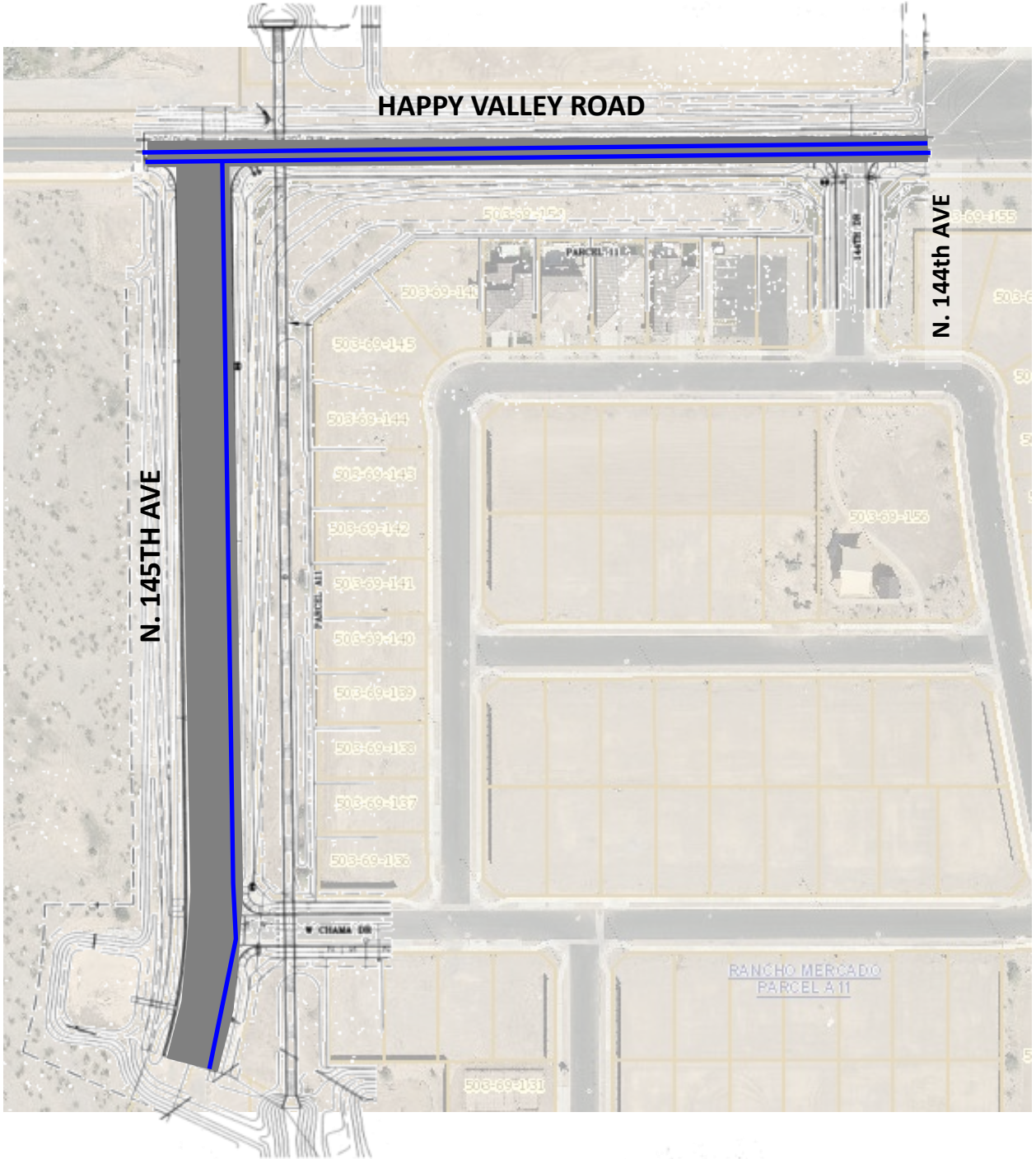
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

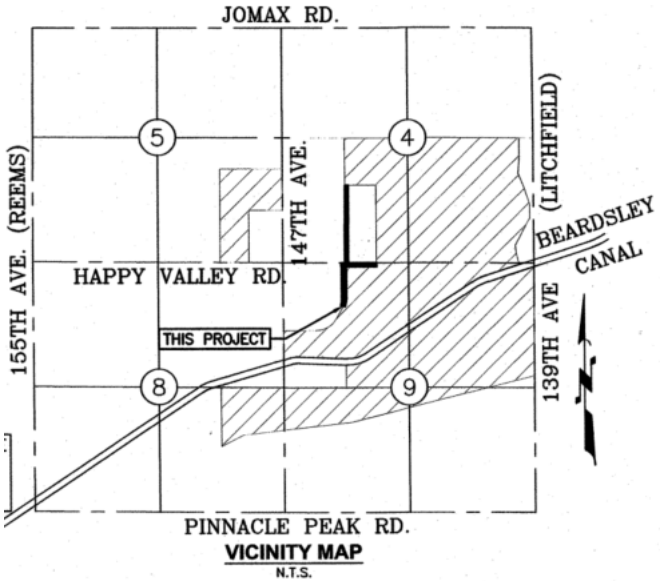
RANCHO MERCADO HAPPY VALLEY ROAD AND 147TH AVENUE



INFRASTRUCTURE TO BE ACCEPTED:

WATER

ROADWAY



VICINITY MAP
N.T.S.

EXHIBIT B

List and Cost of Improvements

SURPRISE
ARIZONA

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

To: City of Surprise City Council

From: Public Works – Engineering Services

Date: 7/10/2020

Re: Rancho Mercado Happy Valley Road Ph 1 and 145th Avenue

The public improvements for the above project have been completed and are tentatively scheduled for the August 18th, 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: $165,657.65
- City Concrete: $150,423.70
- City Water: $243,013.55

- **Total: $559,094.90**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

July 02, 2020

William Lyon Homes
8840 E Chaparral Rd., Suite 200
Scottsdale, AZ 85250

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO HAPPY VALLEY RD PHASE 1 145TH AVE – FS17-264

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, PW Field Engineering Supervisor
David Kohlbeck, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS
Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule – Water Resource Management
William Valdez – PW Civil Inspector

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/15/2020 ____ Commercial ____ Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) ____ FINAL ACCEPTANCE (End of Warranty)

9/10/2019 Date of Punch-List Walk 3/4/2020 Date Punch-List Completed

FS Number: FS17-264 **Permit Number(s):** E18P-482,E18P-0050,E18P-0051,E18P-0052,E18P-0052,E18P-0054

Project Name: Rancho Mercado Happy Valley Rd Phase 1(145th to 144th Dr.)

Project Developer/Builder: (Name, Address, and Phone #)

William Lyon Homes, 8840 E. Chaparral Rd, Suite 200, Scottsdale, Arizona 85250 480-893-1000

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Happy Valley Road	Arterial	Sta 35+33.13	Sta 42+87.13	2	1/4	
145th Avenue	Collector	Happy Valley Road	Sta 25+04.87	2	1/4	

MATERIALS:

Asphalt: DCS (Paveco) Supplier 1 Total Lane Miles 6,790 Total Square Yards

Water:	20" DIP	Size/Type	1,395	Total Linear Feet	16" DIP	Size/Type	88	Total Linear Feet
	12" DIP	Size/Type	936	Total Linear Feet	8" PVC	Size/Type	73	Total Linear Feet
Sewer:	N/A	Size/Type		Total Linear Feet		Size/Type		Total Linear Feet
		Size/Type		Total Linear Feet		Size/Type		Total Linear Feet
Storm:	18"RGRCP	Size/Type	150	Total Linear Feet		Size/Type		Total Linear Feet
	24"RGRCP	Size/Type	7	Total Linear Feet		Size/Type		Total Linear Feet
Fire Ln:	N/A	Size/Type		Total Linear Feet		Size/Type		Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List
N/A Final Certification Letter from Engineer of Record
XX Complete Geotechnical Testing Packet
N/A Sewer Pressure Testing Results
N/A Sewer Manhole Vacuum Testing Certification
N/A Sewer Manhole Insecticide Certification
N/A Sewer Videos with Operators Notes (inc. re-videos)
XX AOC
XX Asphalt Concrete Ticket w/ Name of Contractor
N/A Streetlight Energize Letter
XX As built Documents (PDF copy on CD)
XX As Built Documents in PDF format (copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)
____ Other Sheet 1 of 1 (Specify)

APPROVAL:

Civil Inspector: William Valdez **Date:** 6/15/2020

Civil Engineering Supervisor: [signature] **Date:** 06/19/2020

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 3

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

Agenda Wording:
Consideration and action pertaining to conditional acceptance of certain public utility improvements at Toll at Prasada, Phase 1 Unit B, generally located at N. San Clemente Street and W. Middlebury Street; Resolution # 2020-89.

Motion:
I move to approve Resolution # 2020-89.

Background:
The Public Works Department conducted the final inspection of the public improvements for Toll at Prasada, Phase 1 Unit B on or about May 12th, 2020 totaling approximately 7,434 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines. Roadways are private and domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:
The improvements for this property convey wastewater from the property to the City's public system. 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 sewer 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 $500,557.70

Budget Impact:
Funding for the infrastructure maintenance now and in the future will be supported from the city's Wastewater 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 2020-89 Infra Toll-Surprise Ph 1 Unit B (final)
2. 02_Notice of Completion Letter
3. 03_Inspector Sign-Off Form

RESOLUTION # 2020-89

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT TOLL AT PRASADA, PHASE 1 UNIT B, GENERALLY LOCATED AT N. SAN CLEMENTE STREET AND W. MIDDLEBURY STREET.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Toll at Prasada, Phase 1 Unit B" on March 6th, 2019;

WHEREAS, Toll Prasada LLC, an Arizona Limited Liability Company, the developer of Toll at Prasada, Phase 1 Unit B, dedicated to the public utility improvements, generally located at N. San Clemente Street and W. Middlebury Street;

WHEREAS, on or about May 12th, 2020, 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 two-year warranty period will commence upon conditional acceptance by the City; and

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

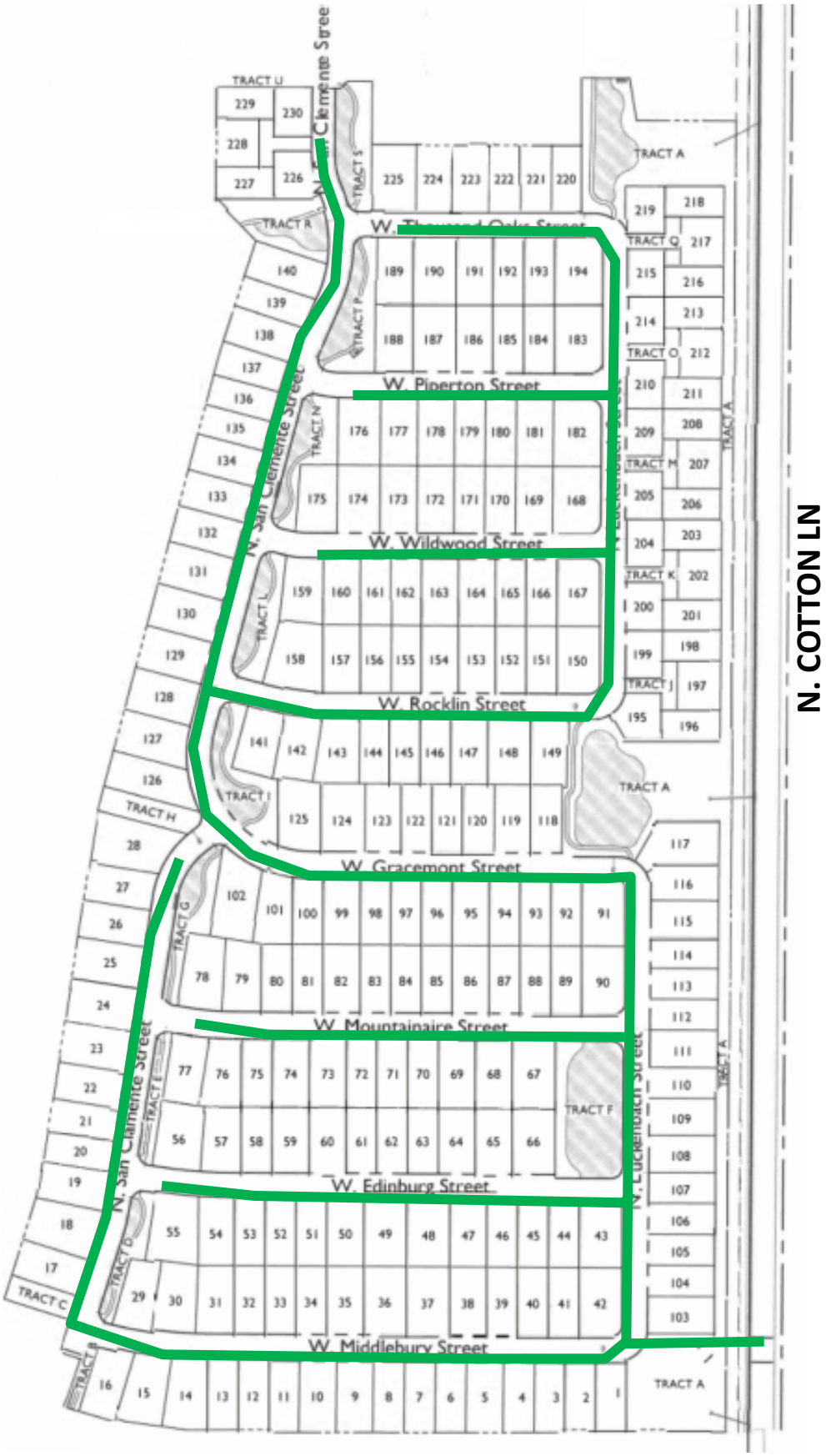
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

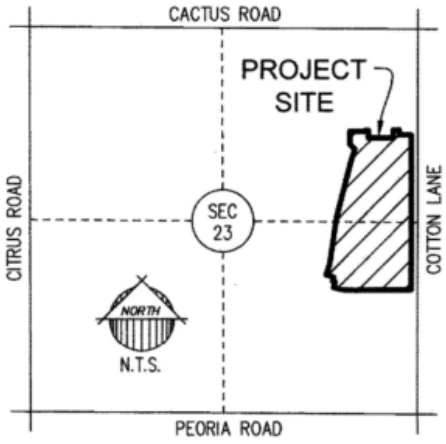
EXHIBIT A

Toll at Prasada - Phase 1 Unit B



INFRASTRUCTURE TO BE ACCEPTED:

SEWER



VICINITY MAP

EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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: 7/10/2020

Re: Toll at Prasada, Phase 1 Unit B

The public improvements for the above project have been completed and are tentatively scheduled for the August 4th, 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 sewer - $500,557.70

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

June 2, 2020

Toll Brothers AZ Construction Co.
8767 E. Via De Ventura 390
Scottsdale, AZ 85258

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR TOLL AT PRASADA PHASE 1 UNIT B – FS17-700

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

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, Acting Director - WRM
Warren Bert, GIS
Mike Gent, Deputy City Manager/Public Works Director
John McFarland, Public Works Streets Manager
Jon Gake, Finance
Michael Boule, Acting Assistant Director - WRM

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5/4/2020 ___ Commercial ___ Commercial w/Offsite X Residential

___ COMPLETION ACCEPTANCE (End of Construction) X FINAL ACCEPTANCE (End of Warranty)

4/21/2020 Date of Punch-List Walk 5/5/2020 Date Punch-List Completed

FS Number: FS17-700 **Permit Number(s):** E18P-1057,1058,1071,1051,1056,1059

Project Name: Toll At Surprise Phase 1 Unit B

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

Toll Brothers AZ Construction Co

8767 E. Via De Ventura 390 Scottsdale AZ,85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
N. San Clemente St	Local	W. San Marcos St	W. Middlebury St	2	1/4	
W.Thousand Oaks	Local	N. San Clemente	N. Luckenbach	2	1/4	
W. Piperton St	Local	N. San Clemente	N. Luckenbach	2	1/4	
W. Wildwood St	Local	N. San Clemente	N. Luckenbach	2	1/4	
W. Rocklin St	Local	N. San Clemente	N. Luckenbach	2	1/4	

MATERIALS:

Asphalt: Southwest Materials Supplier 2 1/2 Total Lane Miles 28,387 Total Square Yards

Water:	8" PVC	Size/Type	7087'	Total LF	12" PVC	Size/Type	1062'	Total LF
	6"PVC	Size/Type	603'	Total LF		Size/Type		Total LF
Sewer:	8" PVC	Size/Type	7434'	Total LF	6" PVC	Size/Type	641'	Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	18" RGRCP	Size/Type	180'	Total LF	24" RGRCP	Size/Type	60'	Total LF
	18" HDPE	Size/Type	91'	Total LF	24"HDPE	Size/Type	435'	Total LF
Fire Ln:	6" DIP	Size/Type	339'	Total LF		Size/Type		Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List
N/A Final Certification Letter from Engineer of Record
X Complete Geotechnical Testing Packet
X Sewer Pressure Testing Results
X Sewer Manhole Vacuum Testing Certification
X Sewer Manhole Insecticide Certification
X Sewer Videos with Operators Notes (inc. re-videos)
___ Other _____ (Specify)

X AOC
X Asphalt Concrete Ticket w/ Name of Contractor
X Streetlight Energize Letter
X As built Documents (PDF copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: David Mobley Date: 5/6/20

Civil Engineering Supervisor: Date: 05/12/2020

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5/4/2020 ___ Commercial ___ Commercial w/Offsite X Residential

___ COMPLETION ACCEPTANCE (End of Construction) X FINAL ACCEPTANCE (End of Warranty)

4/21/2020 Date of Punch-List Walk 5/5/2020 Date Punch-List Completed

FS Number: FS17-700 **Permit Number(s):** E18P-1057,1058,1071,1051,1056,1059

Project Name: Toll At Surprise Phase 1 Unit B

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

Toll Brothers AZ Construction Co

8767 E. Via De Ventura 390 Scottsdale AZ,85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
W GraceMont Street	Local	W. San Marcos St	W. Middlebury St	2	1/4	
W. MountainAire Str	Local	N. San Clemente	N. Luckenbach	2	1/4	
W. Edinburg Str	Local	N. San Clemente	N. Luckenbach	2	1/4	
W. Middlebury St	Local	N. San Clemente	N. Luckenbach	2	1/4	

MATERIALS:

Asphalt: Southwest Materials Supplier 2 1/2 Total Lane Miles 28,387 Total Square Yards

Water:	8" PVC	Size/Type	7087'	Total LF	12" PVC	Size/Type	1062'	Total LF
	6"PVC	Size/Type	603'	Total LF		Size/Type		Total LF
Sewer:	8" PVC	Size/Type	7434'	Total LF	6" PVC	Size/Type	641'	Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	18" RGRCP	Size/Type	180'	Total LF	24" RGRCP	Size/Type	60'	Total LF
	18" HDPE	Size/Type	91'	Total LF	24"HDPE	Size/Type	435'	Total LF
Fire Ln:	6" DIP	Size/Type	339'	Total LF		Size/Type		Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List
N/A Final Certification Letter from Engineer of Record
X Complete Geotechnical Testing Packet
X Sewer Pressure Testing Results
X Sewer Manhole Vacuum Testing Certification
X Sewer Manhole Insecticide Certification
X Sewer Videos with Operators Notes (inc. re-videos)
___ Other _____ (Specify)

X AOC
X Asphalt Concrete Ticket w/ Name of Contractor
X Streetlight Energize Letter
X As built Documents (PDF copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: David Mobley **Date:** 5/6/20

Civil Engineering Supervisor: **Date:** 05/12/2020

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

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

Agenda Wording:
Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Austin Ranch East Offsite Sewer, generally located at N. Citrus Road and W. Williams Road; Resolution # 2020-97.

Motion:
I move to approve Resolution # 2020-97.

Background:
The Public Works Department conducted the final inspection of the public improvements for Austin Ranch East Offsite Sewer, generally located at N. Citrus Road and W. Williams Road on or about June 24, 2020 totaling approximately 1,123 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes sewer lines only.

Objective Analysis:
The improvements for this property provide sewer lines to convey wastewater from the property to the City's public system. 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 sewer 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 $314,178.00.

Budget Impact:
Funding for the infrastructure maintenance now and in the future will be supported from the city's Wastewater Operations Fund. 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_Res2020-97
2. 02_Notice of Completion Letter
3. 03_Inspector Sign-Off Form

RESOLUTION # 2020-97

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER THE ONE YEAR WARRANTY FOR AUSTIN RANCH EAST OFFSITE SEWER, GENERALLY LOCATED AT N. CITRUS ROAD AND W. WILLIAMS ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a sewer easement along the alignment of the Austin Ranch East Offsite Sewer Line on August 18, 2020;

WHEREAS, Austin Ranch, LLC, the developer of the Austin Ranch East Offsite Sewer, dedicated to the City the public utility improvements, generally located at N. Citrus Road and W. Williams Road;

WHEREAS, on or about June 24, 2020, 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:

Sherry Aguilar, City Clerk

Approved as to form:

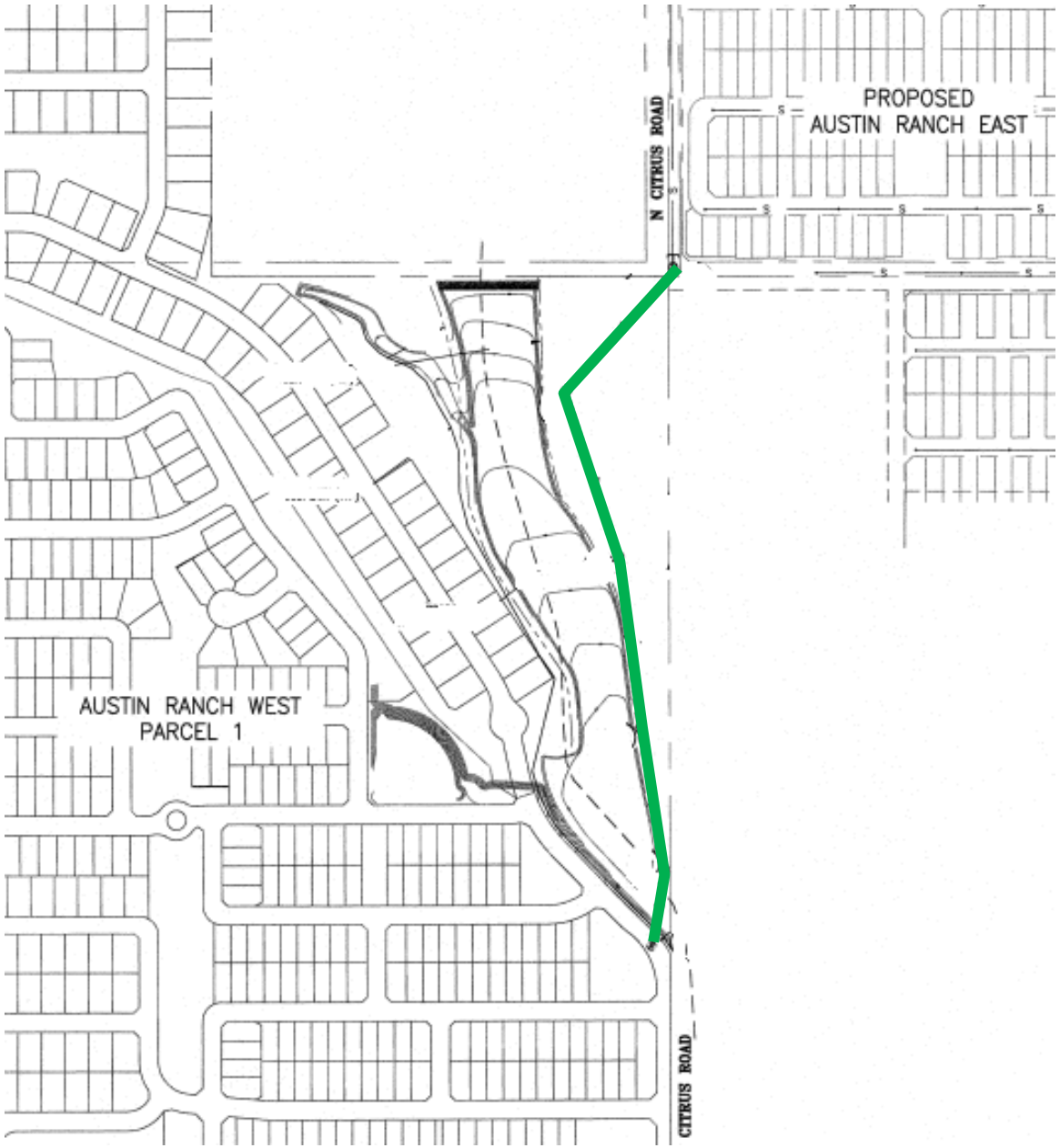
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

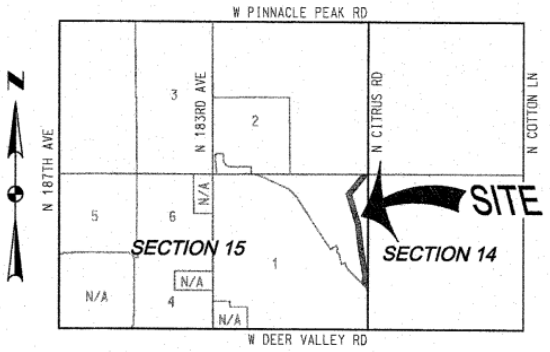
EXHIBIT A

AUSTIN RANCH EAST OFFSITE SEWER



INFRASTRUCTURE TO BE ACCEPTED:

SEWER



VICINITY MAP

SEC. 14 & 15 T4N. R2W.
N.T.S.

EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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: 7/18/2020

Re: Austin Ranch East Offsite Sewer

The public improvements for the above project have been completed and are tentatively scheduled for the June 24, 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 Sewer - $314,178.00

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

July 02, 2020

Courtland Homes Inc.
4160 W Kitty Hawk
Chandler, AZ 85226

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR AUSTIN RANCH EAST OFFSITE SEWER – FS18-281

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 one (1) year; 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, PW Field Engineering Supervisor
David Kohlbeck, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS
Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule – Water Resource Management
William Valdez – PW Civil Inspector

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/22/2020 ____ Commercial ____ Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) ____ FINAL ACCEPTANCE (End of Warranty)

10/17/2019 Date of Punch-List Walk 4/7/2020 Date Punch-List Completed

FS Number: FS18-281 **Permit Number(s):** E18P-0762, E18P-0763

Project Name: Austin Ranch East Offsite Sewer

Project Developer/Builder: (Name, Address, and Phone #)

Courtland Homes Inc. 4160 West Kitty Hawk, Chandler, Arizona 85226

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
N/A						

MATERIALS:

Asphalt: N/A Supplier ____ Total Lane Miles ____ Total Square Yards

Water:	N/A	Size/Type	____	Total Linear Feet	____	Size/Type	____	Total Linear Feet
	____	Size/Type	____	Total Linear Feet	____	Size/Type	____	Total Linear Feet
Sewer:	18" PVC	Size/Type	2,123	Total Linear Feet	____	Size/Type	____	Total Linear Feet
	____	Size/Type	____	Total Linear Feet	____	Size/Type	____	Total Linear Feet
Storm:	N/A	Size/Type	____	Total Linear Feet	____	Size/Type	____	Total Linear Feet
	____	Size/Type	____	Total Linear Feet	____	Size/Type	____	Total Linear Feet
Fire Ln:	N/A	Size/Type	____	Total Linear Feet	____	Size/Type	____	Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List
N/A Final Certification Letter from Engineer of Record
XX Complete Geotechnical Testing Packet
XX Sewer Pressure Testing Results
XX Sewer Manhole Vacuum Testing Certification
XX Sewer Manhole Insecticide Certification
XX Sewer Videos with Operators Notes (inc. re-videos)
XX AOC
N/A Asphalt Concrete Ticket w/ Name of Contractor
N/A Streetlight Energize Letter
XX As built Documents (PDF copy on CD)
XX As Built Documents in PDF format (copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)
____ Other Sheet 1 Of 1 (Specify)

APPROVAL:

Civil Inspector: William Valdez **Date:** 6/22/2020

Civil Engineering Supervisor: [signature] **Date:** 06/24/2020

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

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

Agenda Wording:
Consideration and action declaring the City's intent to create the lighting improvement district known as " City of Surprise, Arizona, SU-Sunrise-191" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2020-17.

Motion:
I move to approve Resolution # 2020-17.

Background:
The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff. The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within the district.

Objective Analysis:
A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Sunrise development.

Policy Compliant:
Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:
Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Budget Impact:

Funding was not included as part of the FY2021 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2021, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2022, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2020-17 Sunrise Ranch SLID.final
2. 02 Sunrise Ranch SLID Petition - Approved
3. 03 SR-171st.STLT - Approved
4. 03 SR-JOMAX_STLT - Approved
5. 03 SR-Parcel A_STLT - Approved
6. 03 SR-Parcel B_STLT - Approved
7. 03 SR-Parcel C_STLT - Approved
8. 03 SR-Parcel D_STLT - Approved
9. 04 Sunrise Ranch Council Exhibit

RESOLUTION # 2020-17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, *SU–SUNRISE-191* LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District, and;

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

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

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, *SU–SUNRISE-191* LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvements as so described above.

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona *SU-Sunrise-191* Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101, et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by an equal apportionment of taxes based on the number and classification of the properties within the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents ($1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

November 21, 2019

LEGAL DESCRIPTION FOR
SUNRISE
STREET LIGHT IMPROVEMENT DISTRICT

That portion of the Southwest Quarter of Section 36, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Southwest Corner of said Southwest Quarter, said point being the True Point of Beginning;

Thence North 00 Degrees 28 Minutes 05 Seconds West (record) North 00 Degrees 04 Minutes 08 Seconds East (measured) along the West line of said Southwest Quarter, a distance of 2477.75 feet (record) 2475.24 feet (measured) to the Northwest corner of said Southwest Quarter;

Thence North 89 Degrees 56 Minutes 06 Seconds East (record) South 89 Degrees 28 Minutes 41 Seconds East (measured) along the North line of said Southwest Quarter, a distance of 1601.63 feet;

Thence South 33 Degrees 22 Minutes 26 Seconds East, a distance of 1912.10 feet (record) South 32 Degrees 52 Minutes 12 Seconds East 1910.56 feet (measured) to a point on the East line of said Southwest Quarter;

Thence South 00 Degrees 23 Minutes 19 Seconds East (record) South 00 Degrees 07 Minutes 45 Seconds West (measured) along the East line, a distance of 852.46 feet to the Southeast corner of said Southwest Quarter;

Thence South 88 Degrees 05 Minutes 06 Seconds West (record) South 89 Degrees 55 Minutes 26 Seconds West (measured) along the South line of said Southwest Quarter, a distance of 2639.15 feet (record) 2639.55 feet (measured) back to the True Point of Beginning;

EXCEPT all minerals as reserved to the State of Arizona in deed recorded in Docket 624, Page 452, Records of Maricopa County, Arizona.

Containing 5,670,343 sq. ft. or 130.173 acres, more or less

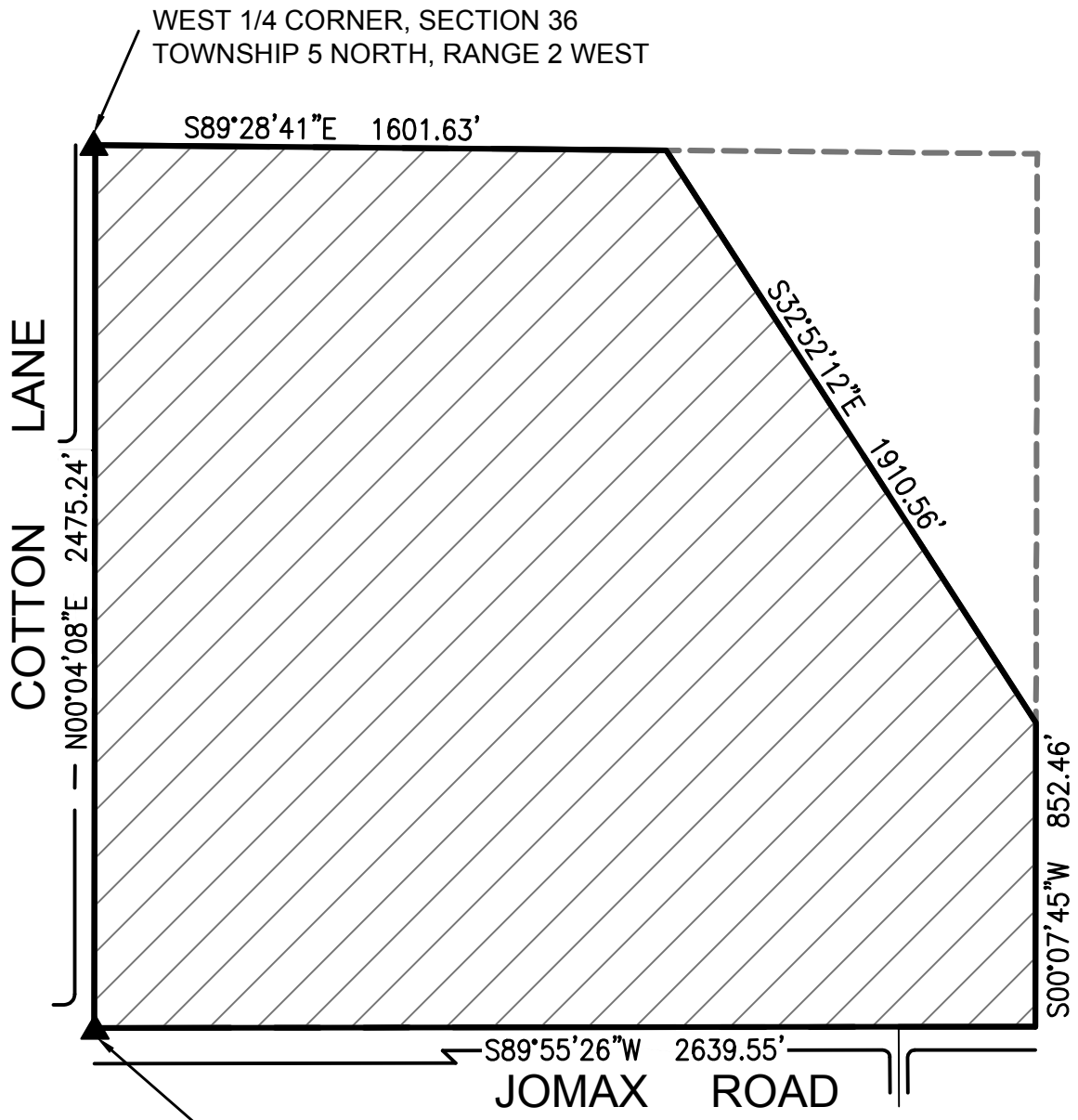


4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928

CVL CONSULTANTS

EXHIBIT B

MAP OF BOUNDARIES



Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 11/21/19
ARIZONA U.S.A.

SCALE 1" = 500' EXHIBIT 4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	SUNRISE STREET LIGHT IMPROVEMENT DISTRICT	CVL CONSULTANTS CELEBRATING 60 YEARS 1 OF 1

N:\01\0298201\Cadd\Exhibits\VX.SLID.dwg **MikeR December 11, 2019**

SUNRISE
SLID CLOSURE

BOUNDARY

N00°04'08.0000" E 2,475.24172

S89°28'41.0000" E 1,601.63000

S32°52'12.0000" E 1,910.55995

S00°07'45.0000" W 852.45842

S89°55'26.0000" W 2,639.54746
to

Area = 5,670,343 130.173 AC

Closing course: 205°59'38.6658" 0.000006

Misclosure: 1/1,000,000+

North Error: 0.000005
East Error: 0.000003

N:\01\0298201\Cadd\COGO\CB.PCL.A.MATH.dwg



STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to order the proposed improvements, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Expenses of the District shall be paid by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the proposed street light improvements district shall be:

SU-SUNRISE-191

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL#	SIGNATURE
METRO OASIS, LLLP	17534 W. JOMAX ROAD, (85387)	503-51-023J	

Metro Oasis, LLLP
By: Desert Oasis Ventures, LLLP
Its: General Partner
By: Harvard Ventures, Inc.
Its: General Partner

By: _____
Timothy P. Brislin, Vice President

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	$21.63	$7.59
	4,796 LED	75	26	$17.38	$6.46
	5,003 LED	100	35	$23.45	$8.71
	5,904 LED	100	35	$23.03	$8.60
	6000 IND	85	29	$19.24	$5.14
B. Architectural	6,200 IND	85	29	$10.13	$3.93
	8,400 IND	100	34	$10.69	$4.36
	10,200 IND	120	41	$11.75	$4.99
	13,000 IND	150	52	$12.98	$5.93
	20,500 IND	200	69	$14.78	$7.37
	22,500 IND	265	91	$17.63	$9.28
	3,300 LED	43	15	$10.24	$3.79
	3,800 LED	32	12	$7.73	$2.92
	3,900 LED	32	12	$9.96	$3.51
	4,050 LED	63	22	$18.63	$6.52
	4,100 LED	45	16	$10.34	$3.89
	4,800 LED	41	15	$8.27	$3.27
	5,000 LED	41	15	$9.61	$3.62

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
	5,100 LED	60	21	$10.18	$4.19
	5,300 LED	67	24	$10.47	$4.48
	5,800 LED	94	32	$17.81	$5.16
	5,890 LED	89	31	$20.56	$7.66
	6,000 LED	62	22	$18.63	$6.52
	6,000 LED	67	24	$19.89	$6.99
	6,400 LED	89	31	$17.89	$5.10
	6,810 LED	101	35	$18.89	$7.50
	7,100 LED	62	22	$19.70	$6.80
	7,400 LED	127	44	$20.42	$6.34
	7,500 LED	73	26	$20.08	$7.18
	7,700 LED	86	30	$18.41	$7.02
	8,200 LED	88	31	$10.45	$4.97
	8,200 LED	95	33	$11.87	$5.48
	8,300 LED	72	25	$17.93	$6.54
	8,300 LED	106	37	$12.45	$5.91
	8,500 LED	88	31	$11.69	$5.30
	9,020 LED	139	48	$22.94	$9.47
	9,200 LED	139	48	$25.60	$7.30
	9,900 LED	130	45	$13.82	$6.84
	10,000 LED	93	32	$21.43	$7.96
	10,000 LED	113	39	$13.26	$6.28
	10,600 LED	126	44	$22.56	$9.09
	11,100 LED	108	38	$12.76	$6.07
	11,500 LED	108	38	$13.16	$6.18
	12,300 LED	203	70	$25.48	$8.85
	12,900 LED	119	41	$22.31	$8.82
	13,260 LED	202	70	$27.11	$12.12
	13,620 LED	202	70	$28.49	$9.24
	14,000 LED	171	59	$26.07	$11.08
	15,000 LED	136	47	$24.93	$9.94
	15,400 LED	144	50	$25.21	$10.22
	18,300 LED	162	56	$16.13	$8.22
	19,200 LED	257	89	$26.87	$13.38
	20,000 LED	258	89	$26.87	$13.38
	20,300 LED	193	67	$17.17	$9.26
	21,000 LED	193	67	$24.77	$11.28
C. Cobra	6,200 IND	75	26	$10.54	$3.77
	6,400 IND	85	29	$8.97	$3.78
	8,000 IND	88	30	$10.47	$4.04
	8,400 IND	100	34	$9.70	$4.24
	10,200 IND	120	41	$10.44	$4.81

					CHARGES	
		Lumen	Watts	kWh	Investment by Company	Investment by Others
C. Cobra		13,000 IND	150	52	$11.50	$5.73
		15,250 IND	200	69	$13.86	$7.25
		22,500 IND	250	86	$18.55	$9.06
	Gray/Bronz	3,500 IND	55	19	$10.50	$3.27
		6,000 LED	95	33	$17.05	$5.13
		8,700 LED	142	49	$19.17	$6.53
		9,600 LED	157	54	$20.40	$7.04
		11,600 B-LED	181	62	$19.03	$7.44
	Gray/Bronz	3,300 LED	43	15	$9.00	$2.79
	Gray/Bronz	5,300 LED	67	23	$10.45	$3.54
	Gray/Bronz	8,300 LED	106	37	$13.55	$4.94
	Gray/Bronz	10,500 LED	130	45	$15.08	$5.69
	Gray/Bronz	20,000 LED	258	89	$26.21	$10.27
D. Decorative Transit		5,300 LED	75	26	$28.44	$6.12
		8,300 LED	100	34	$30.45	$6.97
		8,147 LED	75	26	$35.76	$11.36
		9,522 LED	100	35	$36.14	$12.09
		10,500 LED	150	52	$32.69	$8.52
		14,896 LED	150	52	$39.98	$14.29
	Double	8,147 LED	75	26	$64.74	$18.96
	Double	9,522 LED	100	35	$64.67	$19.58
	Double	14,896 LED	100	52	$70.67	$22.32
	Copper	6,000 IND	85	29	$18.87	$5.09
	Gray/Black	8,000 IND	88	30	$14.86	$4.62
	Gray/Black	4,350 LED	86	30	$13.48	$4.44
E. Flood		14,470 LED	148	51	$23.93	$9.95
		16,000 LED	125	43	$23.17	$9.19
F. Pendant		8,678 LED	75	26	$26.36	$8.85
		13,964 LED	100	35	$27.84	$9.88
G. Post Top		4,350 LED	86	30	$13.43	$5.69
		6,400 LED	30	30	$13.43	$5.69
		6,600 LED	83	29	$13.33	$5.59
H. Roadway		3,300 LED	43	15	$9.46	$3.58
		3,800 LED	32	12	$7.24	$2.79
		3,900 LED	32	12	$9.18	$3.30
		4,100 LED	45	16	$9.56	$3.68
		4,800 LED	41	15	$7.76	$3.13
		5,000 LED	41	15	$9.12	$3.49
		5,100 LED	60	21	$9.69	$4.06
		5,300 LED	67	24	$9.98	$4.35
		8,200 LED	88	31	$9.72	$4.77

	8,200 LED	95	33	$11.36	$5.34
	8,300 LED	106	37	$11.74	$5.72
	8,500 LED	88	31	$11.18	$5.16
	9,900 LED	130	45	$13.31	$6.70
	10,000 LED	113	39	$12.75	$6.14
	11,100 LED	108	38	$12.03	$5.88
	11,500 LED	108	38	$12.65	$6.04
	18,300 LED	162	56	$15.23	$7.98
	19,200 LED	257	89	$19.11	$11.32
	20,000 LED	258	89	$19.11	$11.32
	20,300 LED	193	67	$16.27	$9.02
	21,000 LED	193	67	$17.01	$9.22
FROZEN	4,000 INC	295	103	$10.54	$5.89
	7,000 MV	175	73	$13.65	$7.83
	11,000 MV	250	96	$17.09	$10.43
	20,000 MV	400	150	$26.84	$15.21
FROZEN ACORN	9,500 HPS	100	41	$29.14	$9.93
	16,000 HPS	150	69	$32.35	$12.55
FROZEN ARCHITECTURAL	9,500 HPS	100	41	$16.56	$7.90
	16,000 HPS	150	69	$19.77	$19.34
	30,000 HPS	250	99	$22.95	$13.57
	50,000 HPS	400	153	$28.32	$19.53
	14,000 MH	175	72	$23.17	$12.70
	21,000 MH	250	101	$26.31	$15.66
	36,000 MH	400	159	$32.89	$21.54
	8,000 LPS	55	30	$24.08	$10.58
	13,500 LPS	90	50	$28.39	$12.76
	22,500 LPS	135	72	$32.43	$15.56
	33,000 LPS	180	90	$39.01	$18.33
FROZEN COBRA ROADWAY	5,800 HPS	70	29	$9.40	$5.56
	9,500 HPS	100	41	$11.07	$6.81
	16,000 HPS	150	69	$13.86	$9.50
	30,000 HPS	250	99	$16.72	$12.35
FROZEN COBRA ROADWAY	50,000 HPS	400	153	$22.69	$17.63
	14,000 MH	175	72	$16.12	$10.99
	21,000 MH	250	101	$18.84	$13.67
	36,000 MH	400	159	$24.81	$18.99
	8,000 FL	100	38	$18.53	$5.43
FROZEN DECORATIVE TRANSIT	9,500 HPS	100	41	$39.95	$11.96
	16,000 HPS	150	69	$39.72	$13.36
	30,000 HPS	250	99	$45.74	$17.26
FROZEN FLOOD	30,000 HPS	250	99	$22.20	$13.79
	50,000 HPS	400	153	$27.53	$19.14
	21,000 MH	250	101	$23.69	$14.58
	36,000 MH	400	159	$28.89	$19.76
FROZEN Colonial Gray	8,000 FL	100	38	$19.97	$5.64

FROZEN

POST TOP	Colonial Gray	9,500 HPS	100	41	$11.42	$7.16
	Colonial Black	9,500 HPS	100	41	$13.15	$7.41
	Decorative	9,500 HPS	100	41	$34.97	$11.03

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.

2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.

3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.

4. HPS = High Pressure Sodium

5. MH = Metal Halide

6. LPS = Low Pressure Sodium

7. FL = Fluorescent

8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.

9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).

10. LED = Light Emitting Diode

11. IND = Induction

II. POLES

				CHARGES	
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	$13.11	$1.81
			22 ft.	$14.75	$2.03
			25 ft.	$15.97	$2.21
			30 ft.	$18.34	$2.52
			32 ft.	$19.27	$2.55
		2 Simplex Adapters	12 ft.	$13.98	$1.93
			22 ft.	$16.06	$2.22
			25 ft.	$16.75	$2.31
			30 ft.	$19.47	$2.68
			32 ft.	$20.77	$2.87
	Square Steel	5"	13 ft.	$15.03	$2.06
			15 ft.	$13.43	$1.85
			23 ft.	$15.93	$2.19
			25 ft.	$17.51	$2.41
			28 ft.	$19.44	$2.67
			32 ft.	$19.33	$2.66
	Concrete		12 ft.	$44.79	$6.17
	Fiberglass		12 ft.	$37.93	$5.22
	Decorative Transit	4"	16 ft.	$36.98	$5.10
	Decorative Transit	6"	30 ft.	$71.39	$9.83
	Hinged Poles	Square	15 ft.	$14.21	$1.16
		Round	19 ft.	$12.85	$1.05
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	$12.61	$1.73
			22 ft.	$14.26	$1.96
			25 ft.	$15.46	$2.13
			30 ft.	$17.85	$2.47
			32 ft.	$18.75	$2.58
		2 Simplex Adapters	12 ft.	$13.47	$1.85
			22 ft.	$15.05	$2.06
			25 ft.	$16.24	$2.23
			30 ft.	$18.97	$2.60
			32 ft.	$20.26	$2.79
		3 Bolt	32 ft.	$23.28	$3.20
	Square Steel	5"	13 ft.	$14.54	$2.01
			15 ft.	$14.86	$2.03
			23 ft.	$15.43	$2.13
			25 ft.	$17.02	$2.36
			28 ft.	$18.91	$2.60
			32 ft.	$19.63	$2.69

II POLES (cont)

				CHARGES	
			Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel		19 ft.	$19.84	$2.74
			30 ft.	$15.49	$2.87
			38 ft.	$18.90	$2.94
		Self	40 ft.	$23.28	$3.69
		Stepped	25 ft.	$53.55	$4.37
			32 ft.	$56.40	$4.60
			49 ft.	$70.00	$9.65
	Square Steel	4"	34 ft.	$17.09	$2.96
		5"	20 ft.	$16.23	$2.68
			30 ft.	$16.92	$2.79
			38 ft.	$18.36	$3.19
		8"	28 ft.	$30.64	$2.49
			32 ft.	$32.03	$2.62
	Decorative Transit		41 ft 6	$22.05	$3.24
	Decorative Transit		47 ft.	$27.47	$4.04
	Steel Distribution Pole (for lighting only)		35 ft.	$25.36	$3.34
D. Post Top	Decorative Transit Anchor Base		16 ft.	$37.77	$5.19
	Gray Steel/Fiberglass		23 ft.	$13.10	$2.15
	Black Steel		23 ft.	$14.44	$2.38
E. Existing distribution pole suitable for streetlight use				$1.59	--
F. FROZEN	Wood Poles		30 ft.	$9.64	$1.67
			35 ft.	$9.64	$1.59

FROZEN

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

			CHARGES	
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	$10.67	$1.47
		6 ft.	$12.73	$2.21
B. Pedestal		8 ft.	$14.59	$2.54
	For 32' Round Steel Pole only	4 ft. 6"	$10.12	$1.75

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

	CHARGE Company Owned
Underground Circuit Charges:	
a. Per foot of cable, installed under paving	$0.17000
b. Per foot of cable, not installed under paving	$0.06000

FROZEN

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type

Charge Type	Monthly Charge		Cost Inputs		PV Factor		Monthly Fixed Charge Rate
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x	1.518%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x	1.296%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%

Charge Type	Monthly Charge		kWh Input		$/kWh
6	Generation	=	kWh per month	x	0.06760
7	T&D, RCS, SB	=	kWh per month	x	0.02738

Step 2 Determination of Total Monthly Charge
The total monthly charge will be the summation of the charges for each applicable charge type

Equipment	Charge Type
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

TRIP CHARGE

A $100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. The Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.

3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.

4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.

5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

   a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.

SUNRISE - INFRASTRUCTURE
171ST AVENUE
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

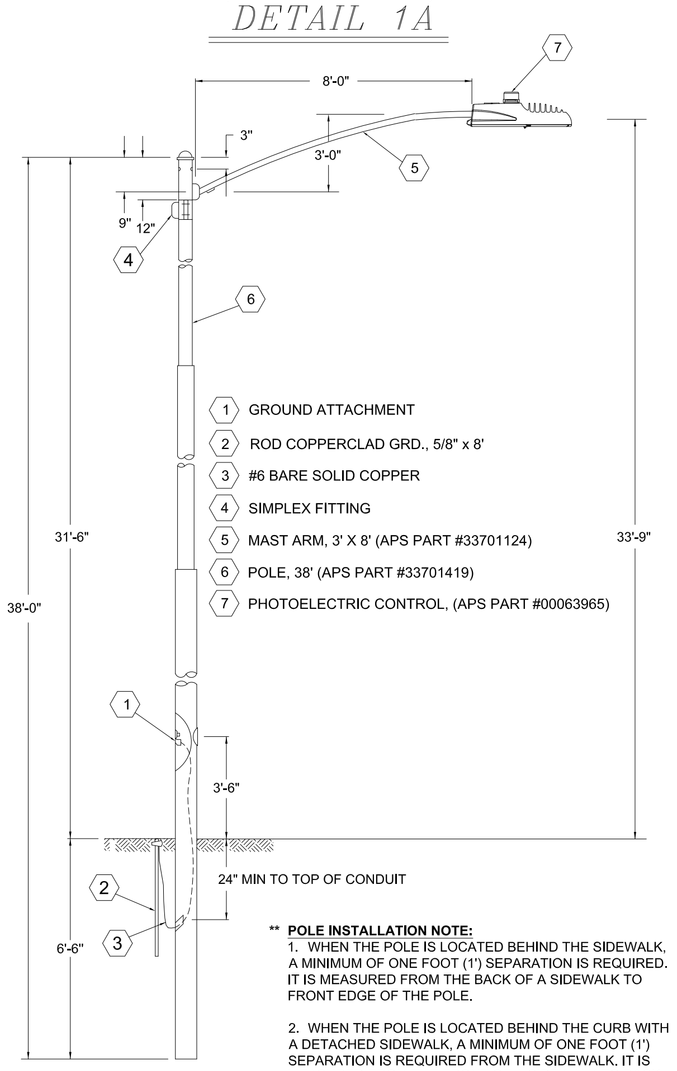
CITY OF SURPRISE NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAW (ARTIZONA REVISED STATUTES TITLE 40,CHAPTOR 2, ARTICLE 6-3, SECTION 40-360-21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIALING 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (623) 222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

GENERAL NOTE

THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

1A 120W LED (APS 8040) DETAIL 1A



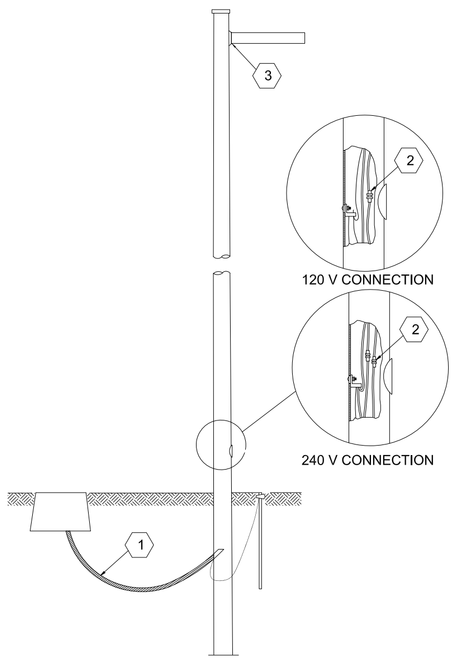
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #6 BARE SOLID COPPER
4. SIMPLEX FITTING
5. MAST ARM, 3' X 8' (APS PART #33701124)
6. POLE, 38' (APS PART #33701419)
7. PHOTOELECTRIC CONTROL, (APS PART #00063965)

** **POLE INSTALLATION NOTE:**
1. WHEN THE POLE IS LOCATED BEHIND THE SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED. IT IS MEASURED FROM THE BACK OF A SIDEWALK TO FRONT EDGE OF THE POLE.
2. WHEN THE POLE IS LOCATED BEHIND THE CURB WITH A DETACHED SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED FROM THE SIDEWALK, IT IS MEASURED FROM THE FRONT OF A SIDEWALK TO BACK EDGE OF THE POLE.

2 (APS 8130) DETAIL 2

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1A

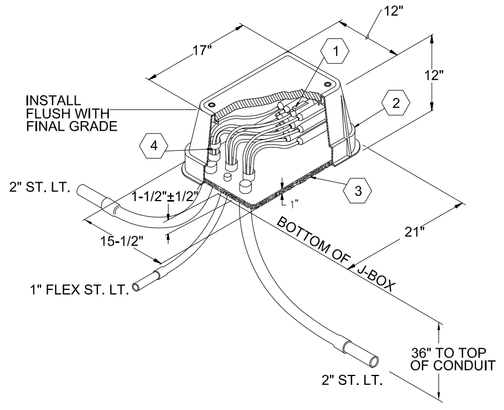
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



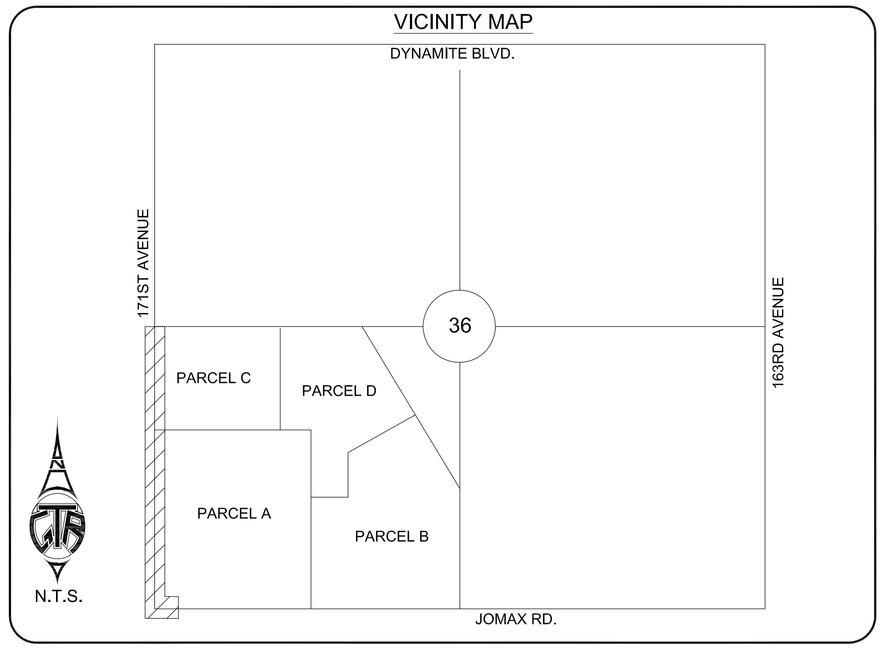
3 (APS 8655) DETAIL 3

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1A

1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



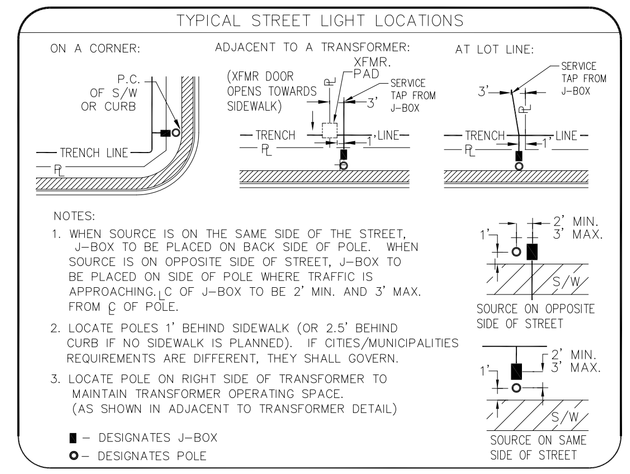
VICINITY MAP



DETAILS AND LEGEND FOR STREETLIGHTS:

- 1A — INSTALL ONE 120W,16,000 LUMEN LED FIXTURE WITH PHOTOELECTRIC CONTROL ON A 38' ROUND POLE MOUNTED AT 33'-9" WITH ONE 8' X 3' MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- 2 — INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3 — INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- EXISTING / FUTURE / PROPOSED SINGLE FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS



UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	01-16-20
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	01-16-20
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	01-16-20
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	01-16-20

* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	CCT	PHOTOMETRIC	LUMINAIRE SPECIFICATIONS
1A		ARTERIAL	11	33'-9"	38'-0"	8' X 3'	16,000	LED	120W	PER APS	4000K	TYPE III	GE EVOLVE ERL2016C340ADKBZLR
		ITEM DESCRIPTION											
2		1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

** **LED NOTE:**
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

OWNER / DEVELOPER	ELECTRICAL ENGINEER	CIVIL ENGINEER
METRO OASIS, LLLP 17700 N. PACESETTER WAY, 100 SCOTTSDALE, AZ 85255 CONTACT: TIM BRISLIN PHONE: (480) 348-1118	GTR ENGINEERING 2340 W. PARKSIDE LANE, H-109 PHOENIX, AZ 85027 PHONE: (602) 241-1144 FAX: (602) 241-1147	COE & VAN LOO, INC. 4550 N. 12TH STREET PHOENIX, AZ 85014 PHONE: (602) 285-4891 FAX: (602) 264-0928

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER _____ DATE _____

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

INDEX

1 ~ COVER SHEET
2 ~ STREET LIGHT LAYOUT
3 ~ PHOTOMETRICS

SUNRISE - 171ST AVENUE
COVER SHEET
STREET LIGHT PLANS

GTR Engineering
HTTP://WWW.GTRENGINEERING.COM

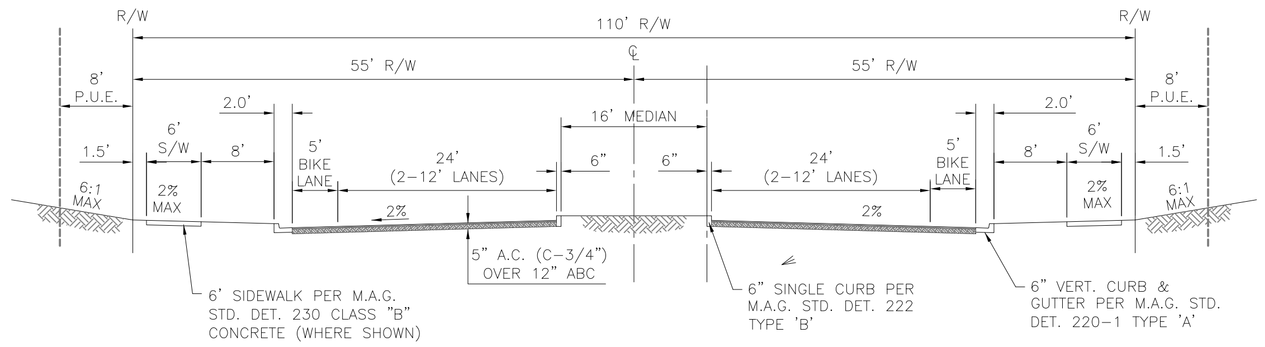
Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 01-16-20

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 1 OF 3

GTR Contact: Doug Horning
GTR Project #:19SP2318A

Designed By:	DDH	08-09-19
Drawn By:	DDH	08-09-19
Reviewed By:	JG	08-09-19



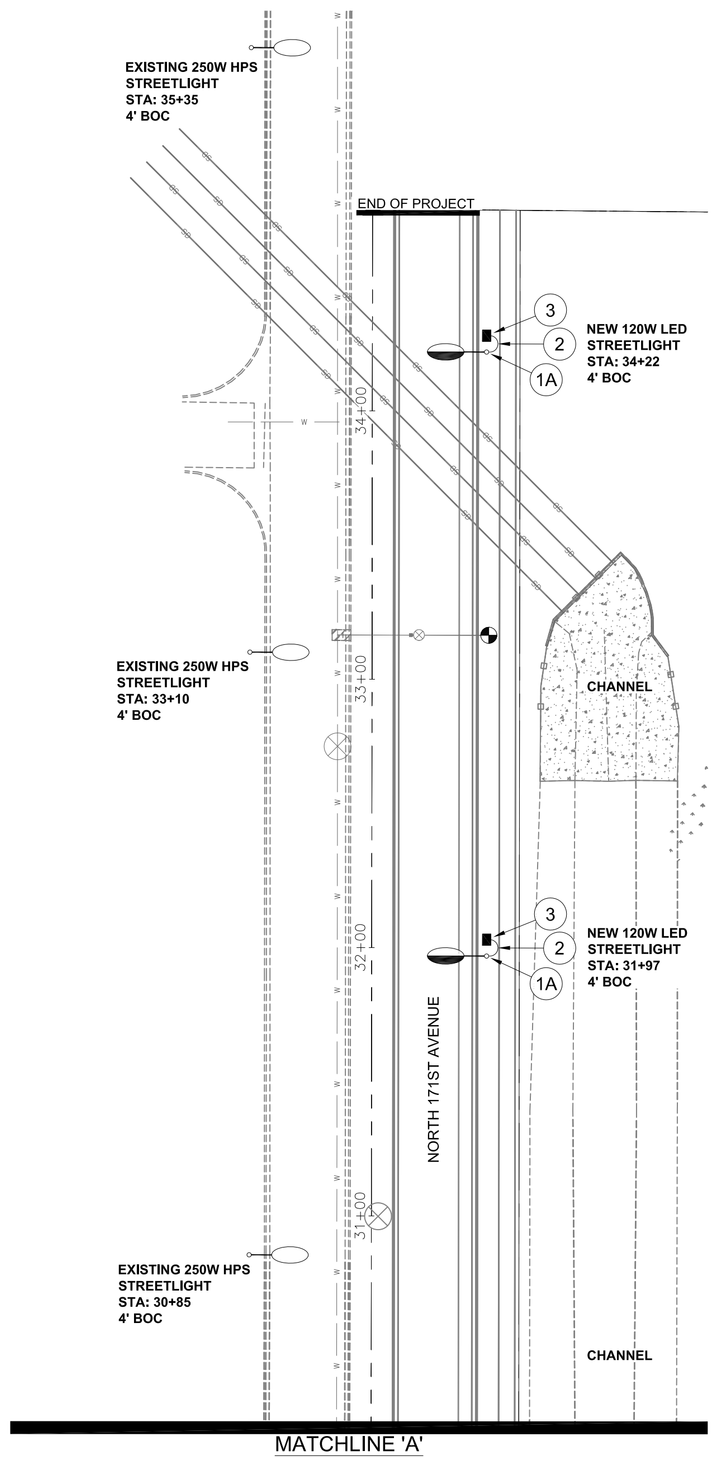
171st AVENUE
N.T.S.

SUNRISE - INFRASTRUCTURE
171ST AVENUE
STREETLIGHT PLANS
SURPRISE, ARIZONA

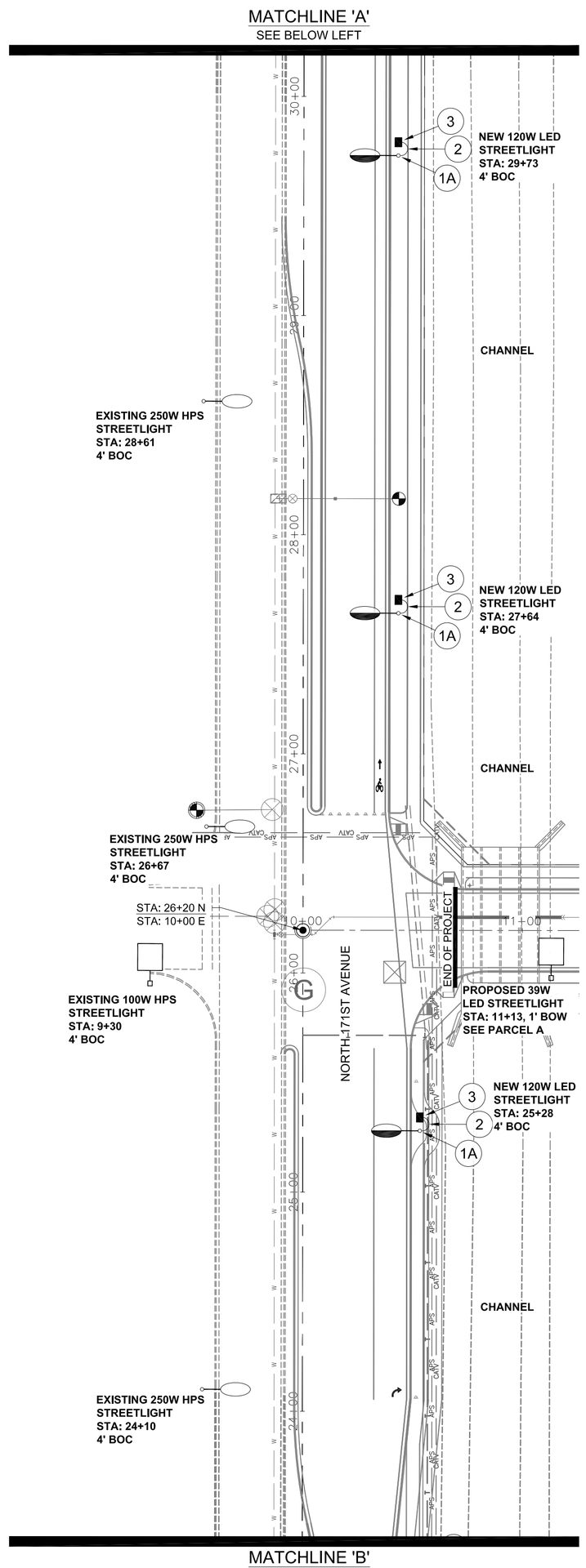
A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

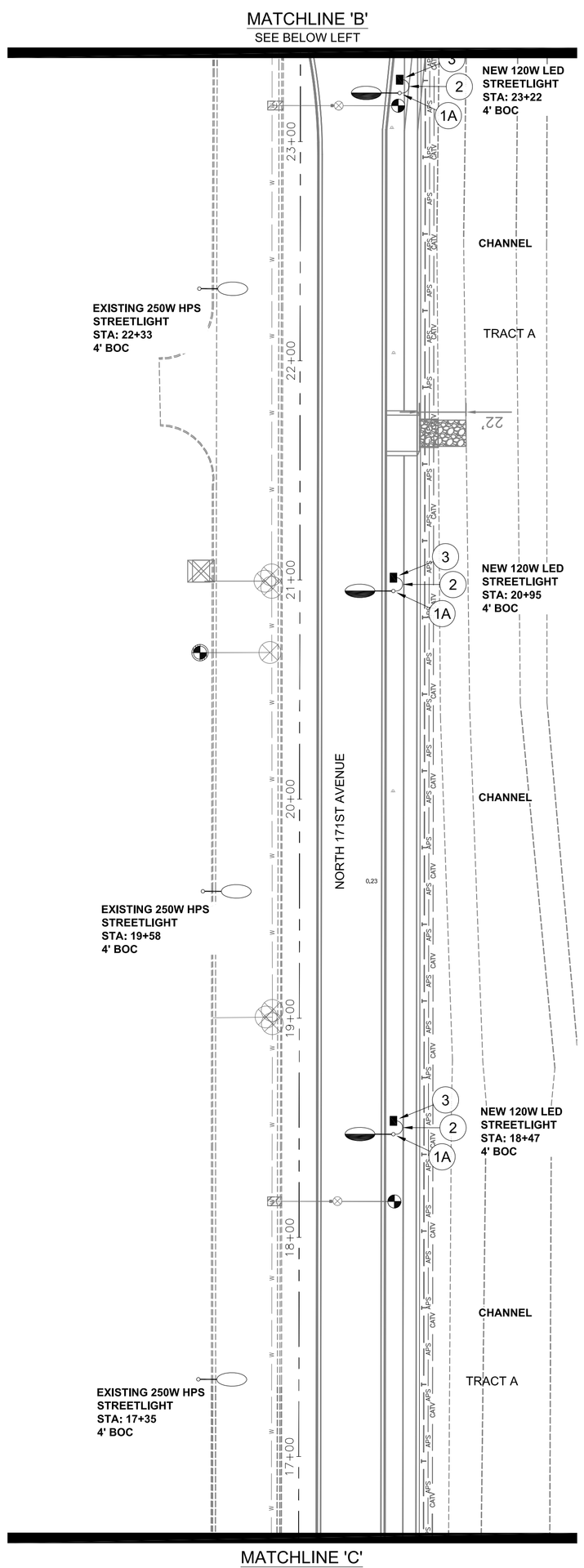
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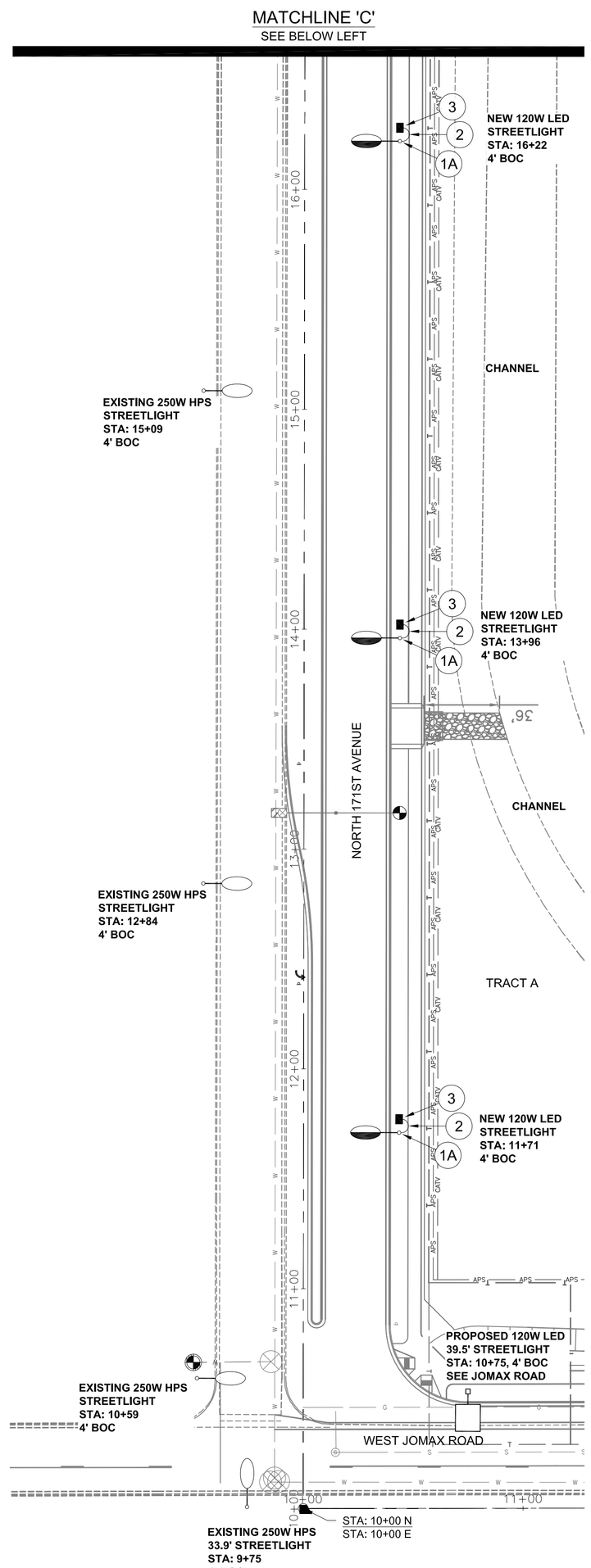
MATCHLINE 'A'
SEE ABOVE RIGHT



MATCHLINE 'B'
SEE ABOVE RIGHT



MATCHLINE 'C'
SEE ABOVE RIGHT



PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

CALL TWO WORKING DAYS BEFORE YOU DIG
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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - 171ST AVENUE
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 01-18-19

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5			
4			
3			
2			
1			

SHEET 2 OF 3

GTR Contact:	Doug Horning	
GTR Project #:	19SP2318A	
Designed By:	DDH	08-09-19
Drawn By:	DDH	08-09-19
Reviewed By:	JG	08-09-19

PHOTOMETRIC STUDY

COBRA GE LIGHTING SOLUTIONS ERL2_16C340_____
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
17041221 17041321 17041322 17041323 17041324 17041325
lamp(s): LEDs E21A
candela file 'erl2_16c340_____tcm201-129179.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 120
Outreach (from mounting axis to photometric center)= 106 in
mounting height= 33.9 ft
number locations= 11, number luminaires= 11
kw all locations= 1.3

171ST AVENUE
2894 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

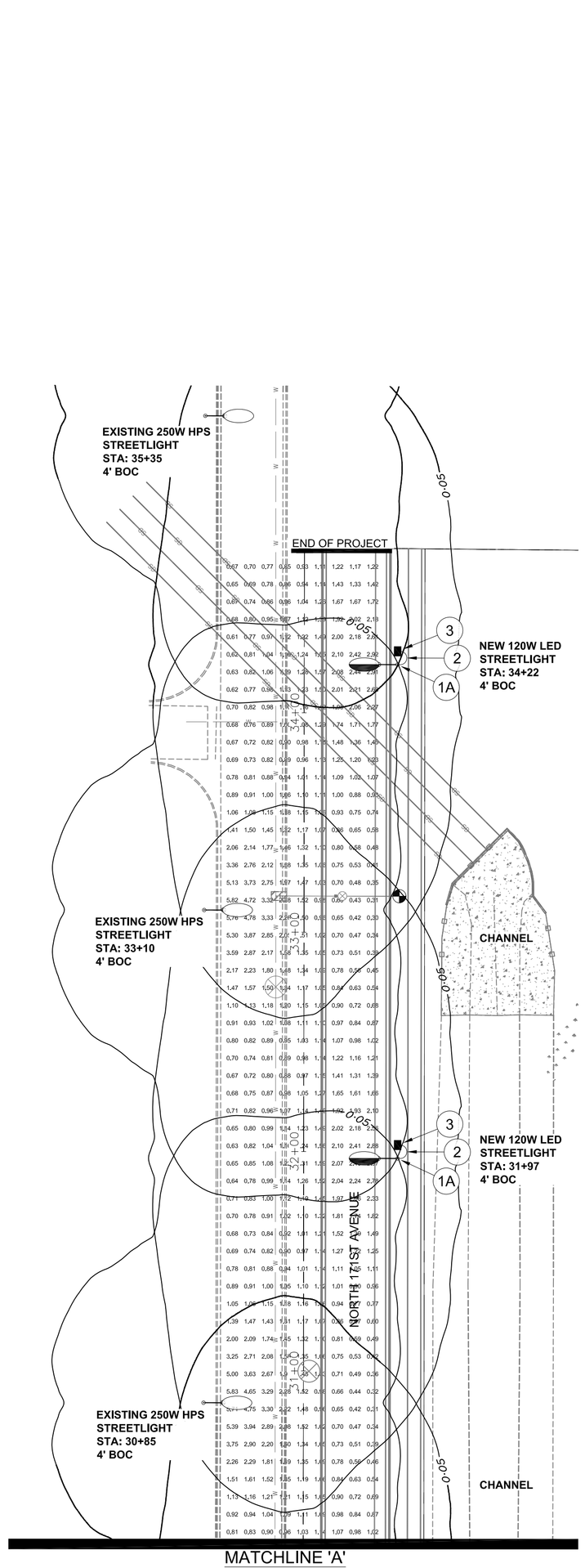
Average	1.33
Maximum	6.70
Minimum	0.23
Avg:Min	5.77
Max:Min	29.13
Coef Var	0.69
UnifGrad	1.81

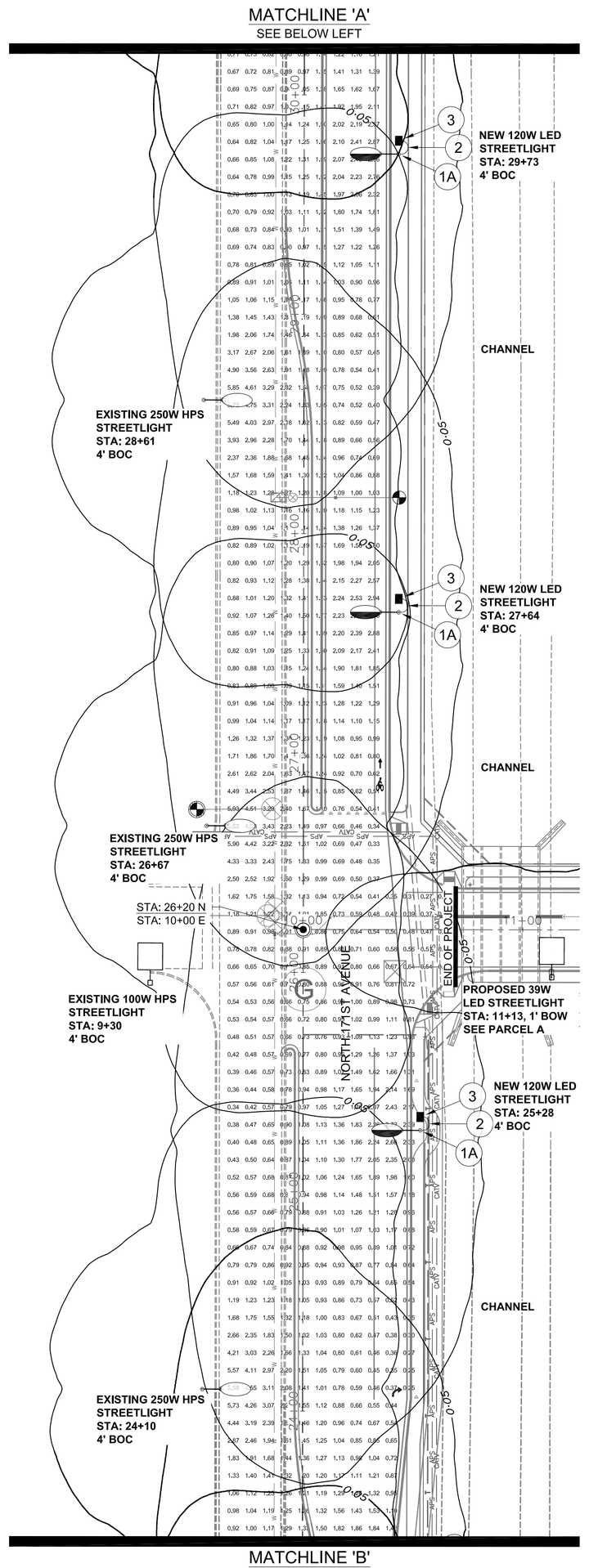
SUNRISE - INFRASTRUCTURE
171ST AVENUE
STREETLIGHT PLANS
SURPRISE, ARIZONA

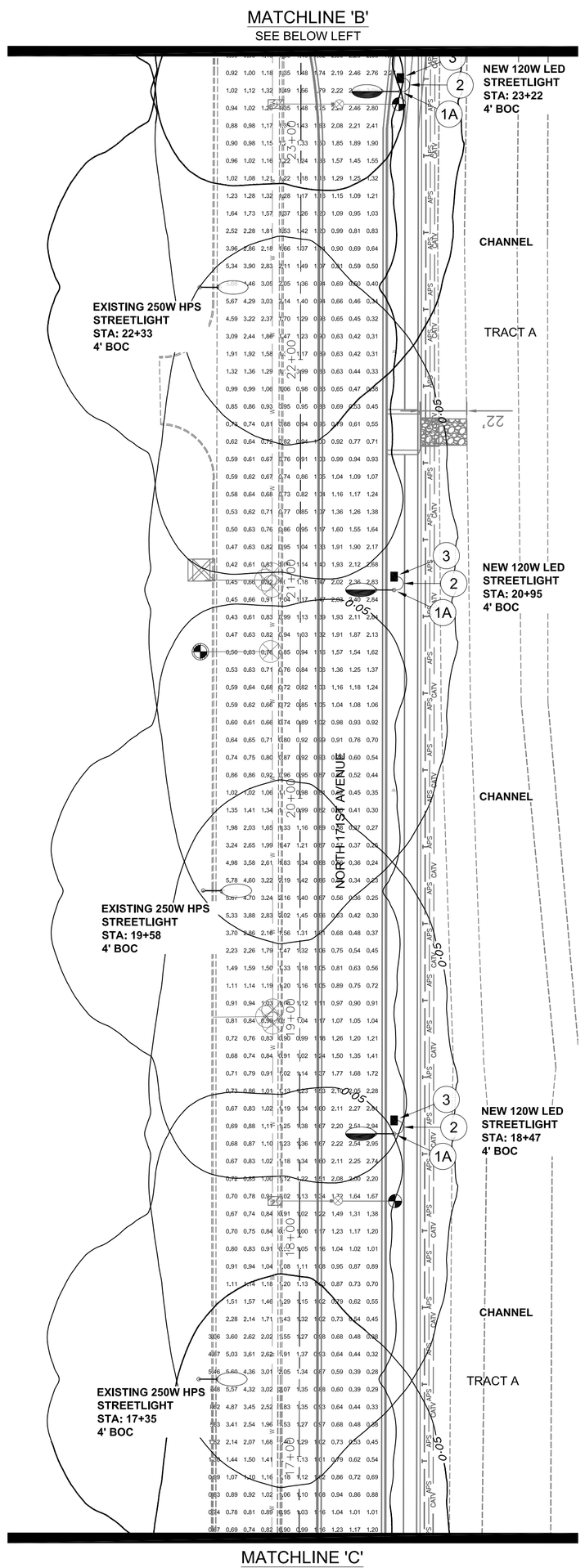
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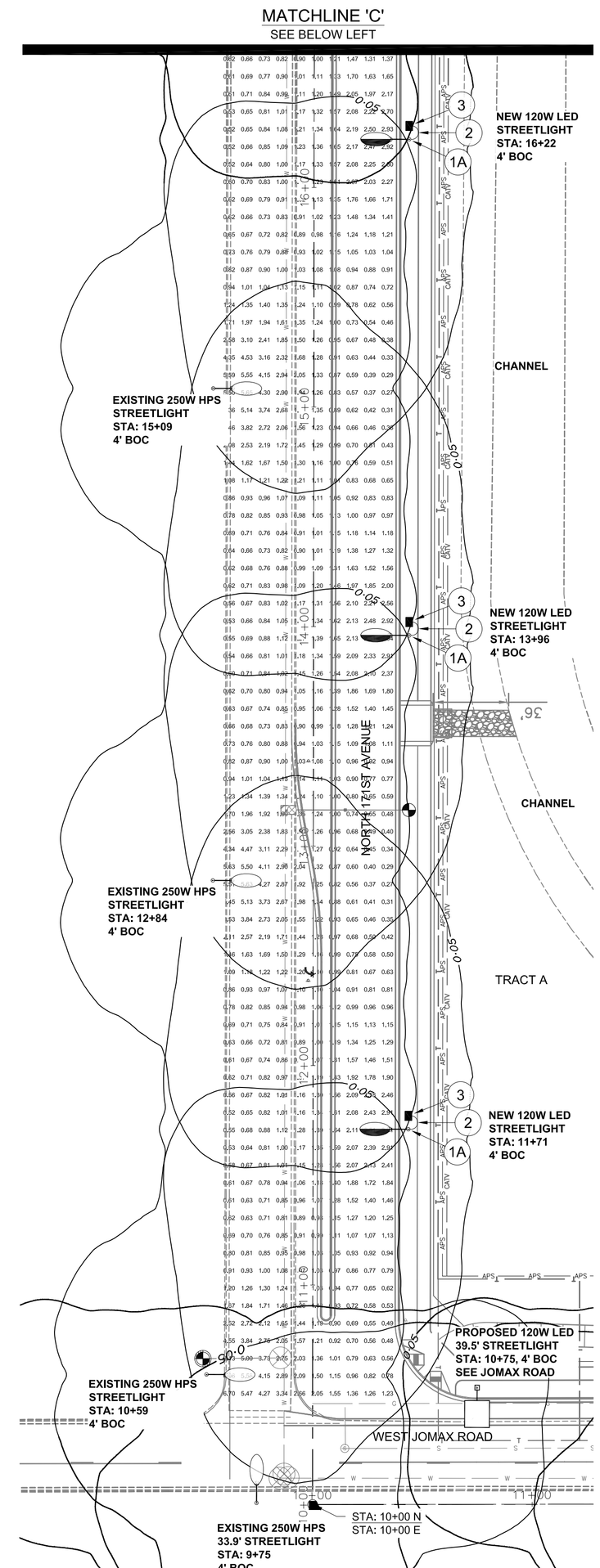
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PROJECT NORTH
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SUNRISE - 171ST AVENUE PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 01-18-19

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 3 OF 3

GTR Contact:	Doug Horning
GTR Project #:	19SP2318A

Designed By:	DDH	08-09-19
Drawn By:	DDH	08-09-19
Reviewed By:	JG	08-09-19

SUNRISE - INFRASTRUCTURE
JOMAX ROAD
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE NOTES

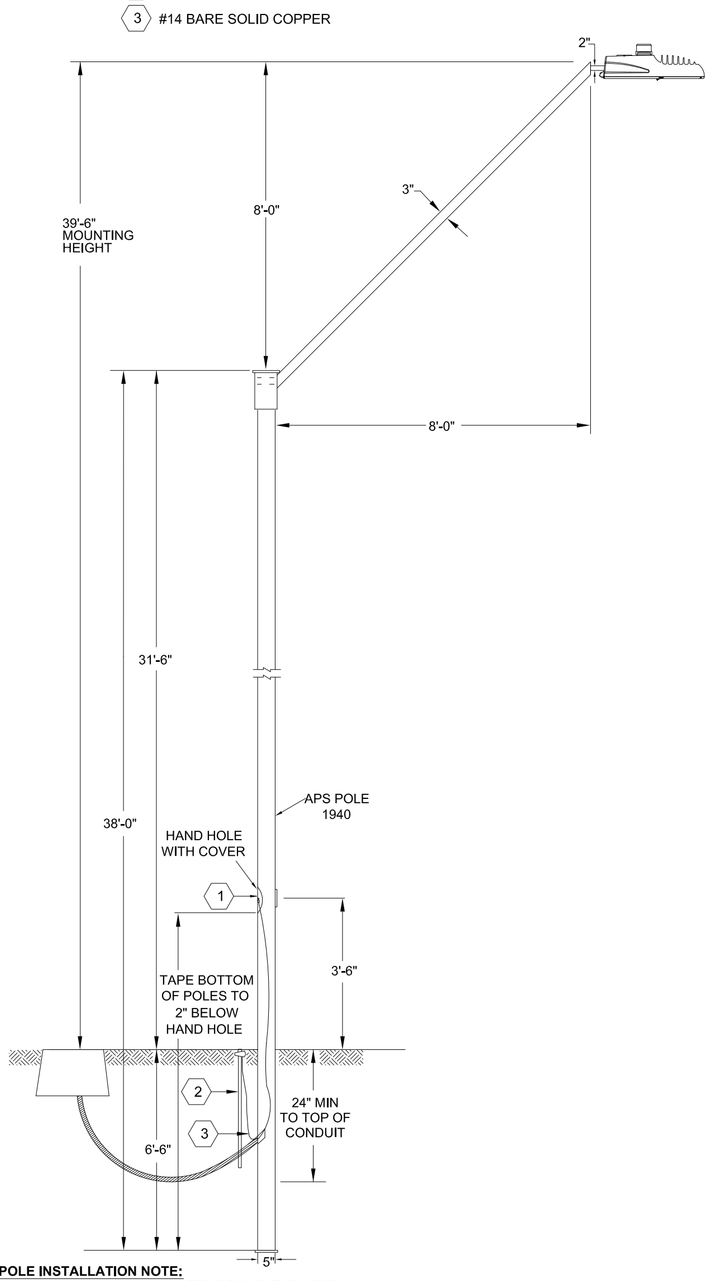
1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAW (ARTIZONA REVISED STATUTES TITLE 40,CHAPTOR 2, ARTICLE 6-3, SECTION 40-360-21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIALING 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (623) 222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

GENERAL NOTE

THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

1A 120W LED (APS 8030) DETAIL 1A

1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



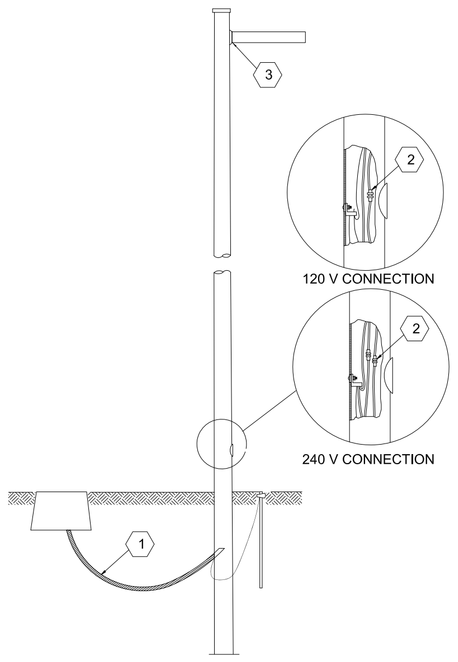
** **POLE INSTALLATION NOTE:**
1. WHEN THE POLE IS LOCATED BEHIND THE SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED. IT IS MEASURED FROM THE BACK OF A SIDEWALK TO FRONT EDGE OF THE POLE.

2. WHEN THE POLE IS LOCATED BEHIND THE CURB WITH A DETACHED SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED FROM THE SIDEWALK. IT IS MEASURED FROM THE FRONT OF A SIDEWALK TO BACK EDGE OF THE POLE.

2 (APS 8130) DETAIL 2

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1A

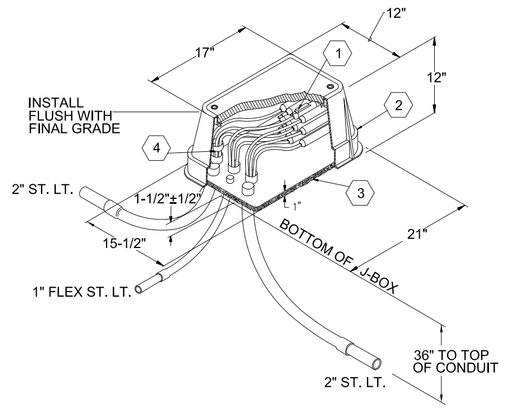
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



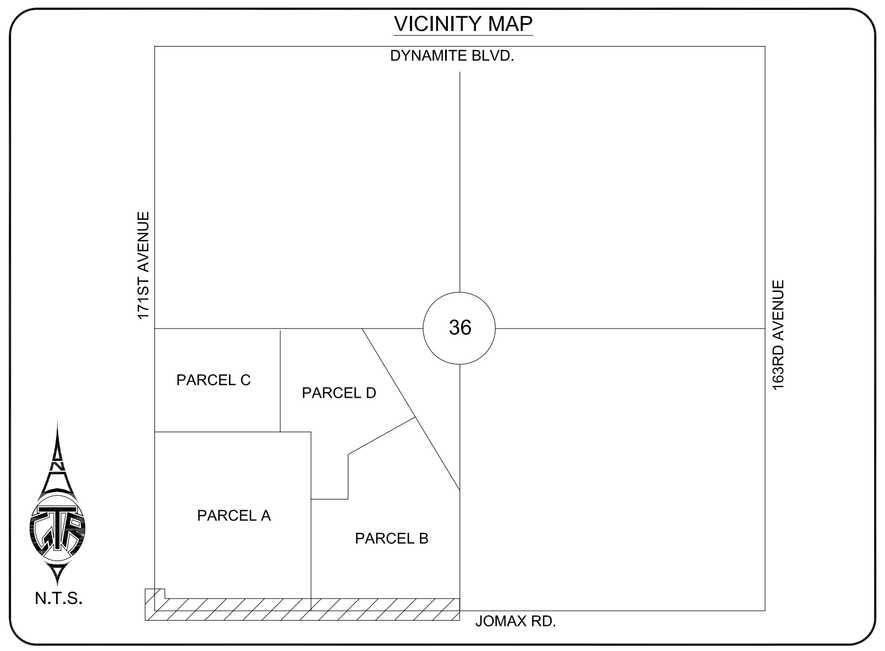
3 (APS 8655) DETAIL 3

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1A

1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



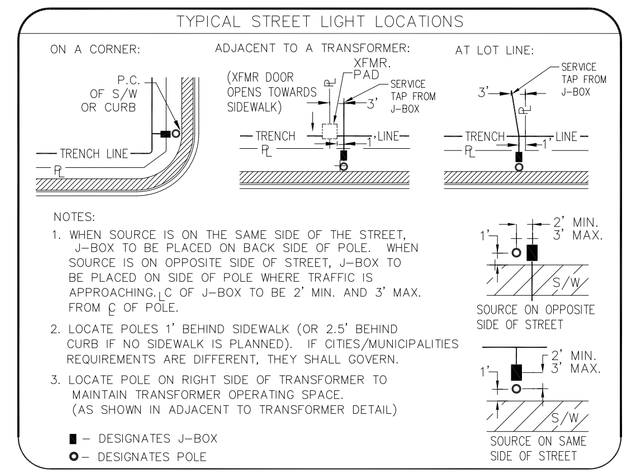
VICINITY MAP



DETAILS AND LEGEND FOR STREETLIGHTS:

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OWNER / DEVELOPER	ELECTRICAL ENGINEER	CIVIL ENGINEER
METRO OASIS, LLLP 17700 N. PACESETTER WAY, 100 SCOTTSDALE, AZ 85255 CONTACT: TIM BRISLIN PHONE: (480) 348-1118	GTR ENGINEERING 2340 W. PARKSIDE LANE, H-109 PHOENIX, AZ 85027 PHONE: (602) 241-1144 FAX: (602) 241-1147	COE & VAN LOO, INC. 4550 N. 12TH STREET PHOENIX, AZ 85014 PHONE: (602) 285-4891 FAX: (602) 264-0928

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER _____ DATE _____

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

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1 ~ COVER SHEET
2 ~ STREET LIGHT LAYOUT
3 ~ PHOTOMETRICS

SUNRISE - JOMAX ROAD
COVER SHEET
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19 Expires 9/30/20

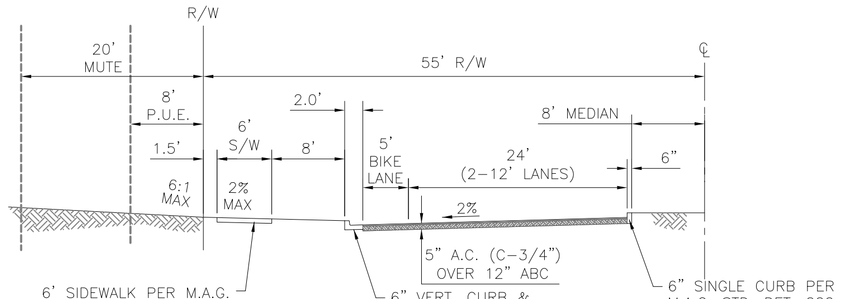
NO.	REVISIONS	BY	DATE
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SHEET 1 OF 3

GTR Contact: Doug Horning

GTR Project #:19SP2318

Designed By:	DDH	08-09-19
Drawn By:	DDH	08-09-19
Reviewed By:	JG	08-09-19



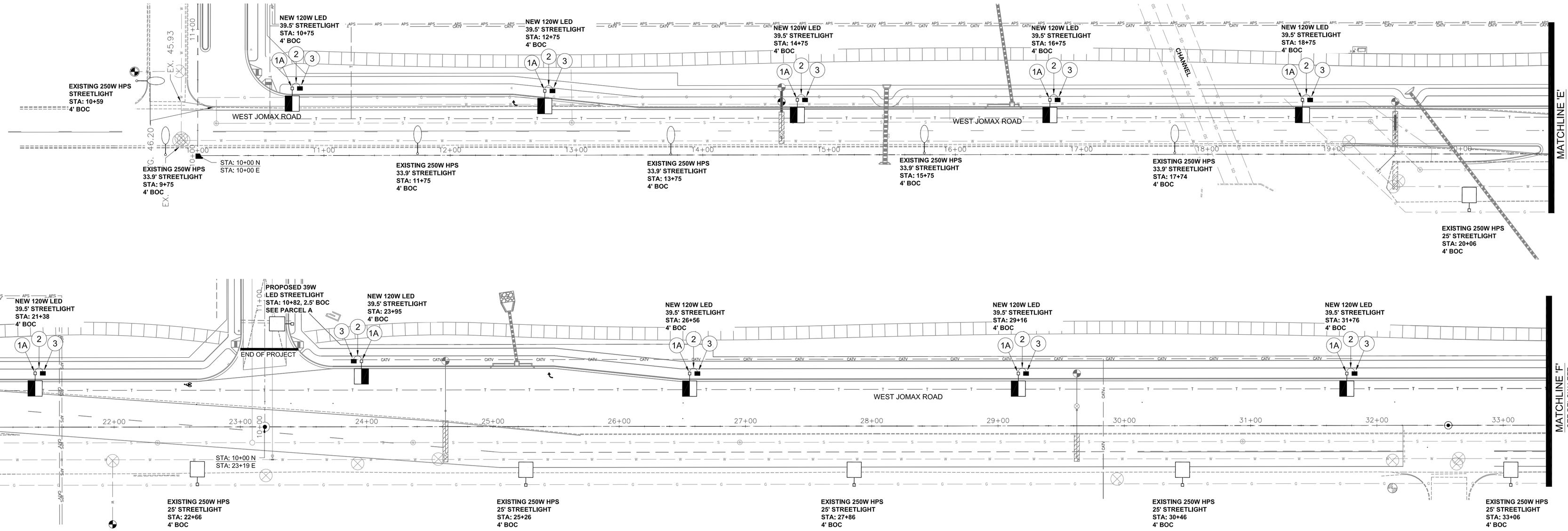
JOMAX ROAD (1/2 STREET)
N.T.S.

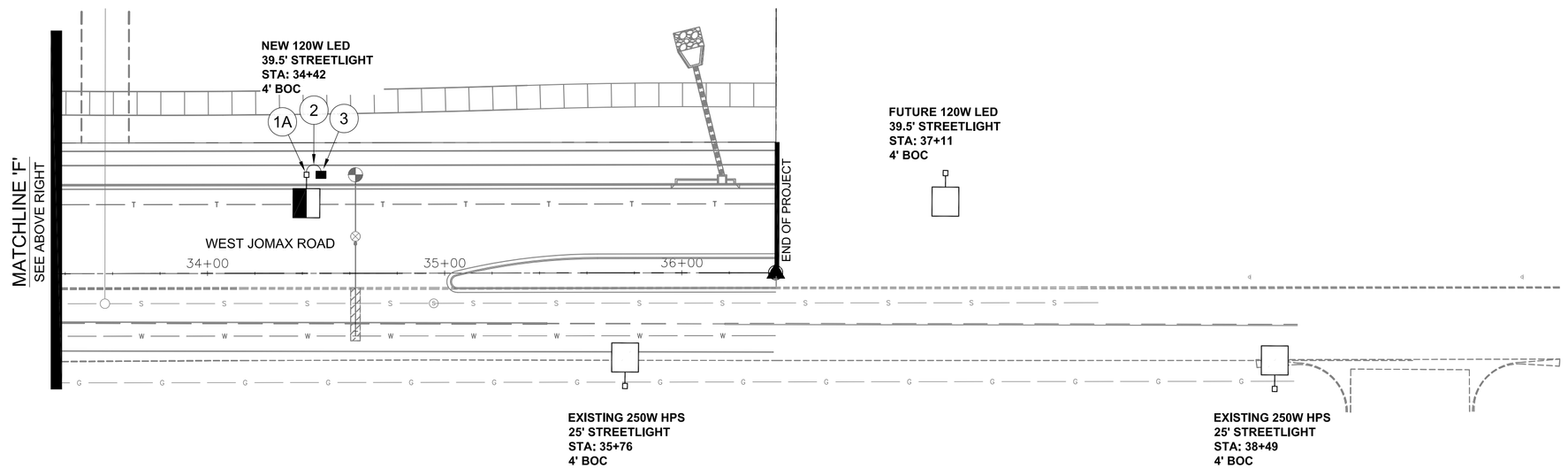
SUNRISE - INFRASTRUCTURE
JOMAX ROAD
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

- 1A — INSTALL ONE 120W,16,000 LUMEN LED FIXTURE WITH PHOTOELECTRIC CONTROL ON A 38' SQUARE POLE MOUNTED AT 39'-6" WITH ONE 8' X 8' MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- 2 — INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3 — INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- EXISTING / FUTURE / PROPOSED SINGLE FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS





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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

SUNRISE - JOMAX ROAD
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-08-19 Expires 9/30/2020

NO.	REVISIONS	BY	DATE
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4			
3			
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1			

SHEET 2 OF 3

GTR Contact: Doug Horning

GTR Project #: 19SP2318

Designed By:	DDH	08-09-19
Drawn By:	DDH	08-09-19
Reviewed By:	JG	08-09-19

PHOTOMETRIC STUDY

ARCH GE LIGHTING SOLUTIONS ERL2_16C340_____
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
17041221 17041321 17041322 17041323 17041324 17041325
lamp(s): LEDs E21A
candela file 'erl2_16c340_____tcm201-129179.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 120
Outreach (from mounting axis to photometric center)= 106 in
mounting height= 39.5 ft
number locations= 11, number luminaires= 11
kw all locations= 1.3

JOMAX ROAD
2631 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

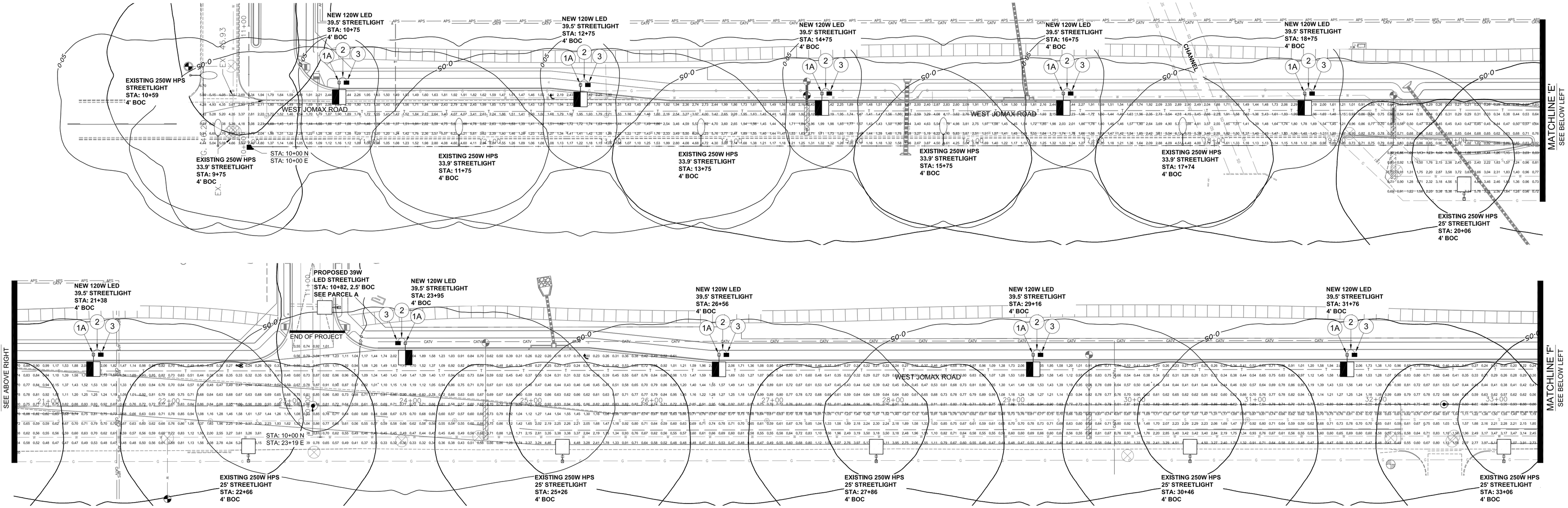
Average	1.30
Maximum	7.34
Minimum	0.17
Avg:Min	7.66
Max:Min	43.18
Coef Var	0.82
UnifGrad	1.77

SUNRISE - INFRASTRUCTURE
JOMAX ROAD
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

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PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

SUNRISE - JOMAX ROAD
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
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NO.	REVISIONS	BY	DATE
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5			
4			
3			
2			
1			

SHEET 3 OF 3

GTR Contact: Doug Horning
GTR Project #: 19SP2318

Designed By:	DDH	08-09-19
Drawn By:	DDH	08-09-19
Reviewed By:	JG	08-09-19

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE NOTES

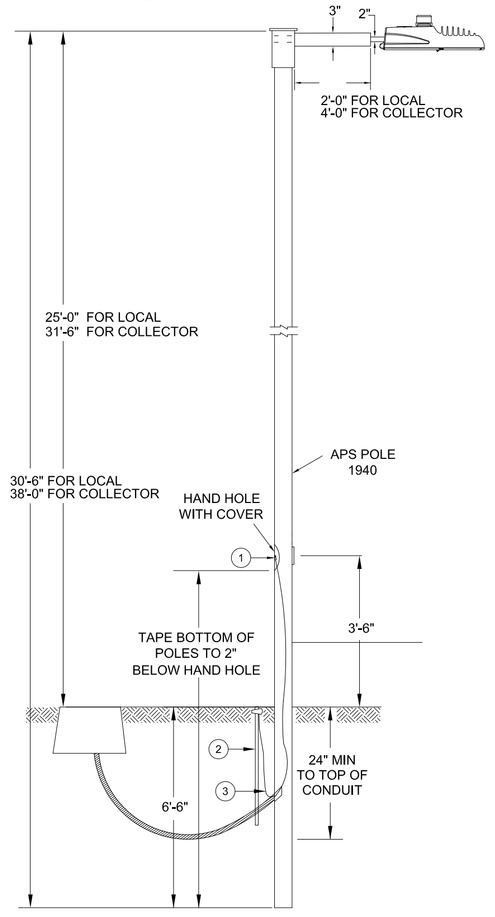
1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAW (ARTIZONA REVISED STATUTES TITLE 40,CHAPTOR 2, ARTICLE 6-3, SECTION 40-360-21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIALING 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (623) 222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

GENERAL NOTE

THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

1 39W LED (APS 8030) DETAIL 1

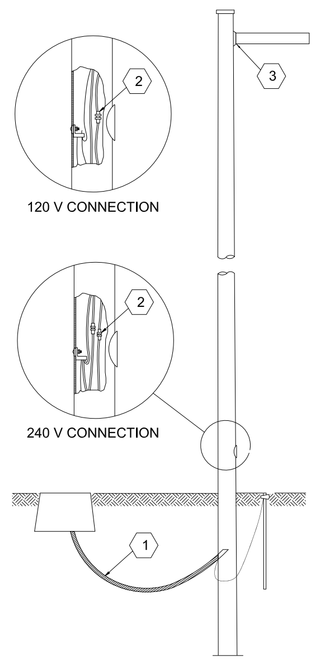
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



2 (APS 8130) DETAIL 2

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1

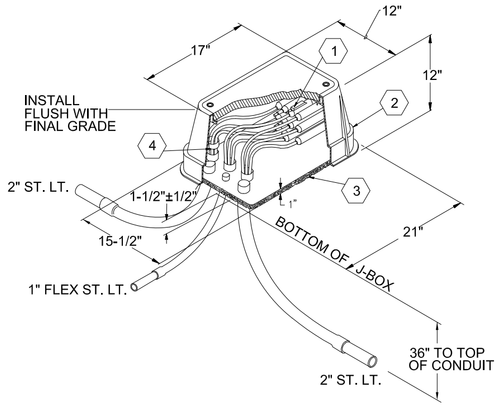
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



3 (APS 8655) DETAIL 3

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1

1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



** **POLE INSTALLATION NOTE:**
1. WHEN THE POLE IS LOCATED BEHIND THE SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED. IT IS MEASURED FROM THE BACK OF A SIDEWALK TO FRONT EDGE OF THE POLE.

2. WHEN THE POLE IS LOCATED BEHIND THE CURB WITH A DETACHED SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED FROM THE SIDEWALK. IT IS MEASURED FROM THE FRONT OF A SIDEWALK TO BACK EDGE OF THE POLE.

UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	07-09-19
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	07-09-19
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	07-09-19
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	07-09-19

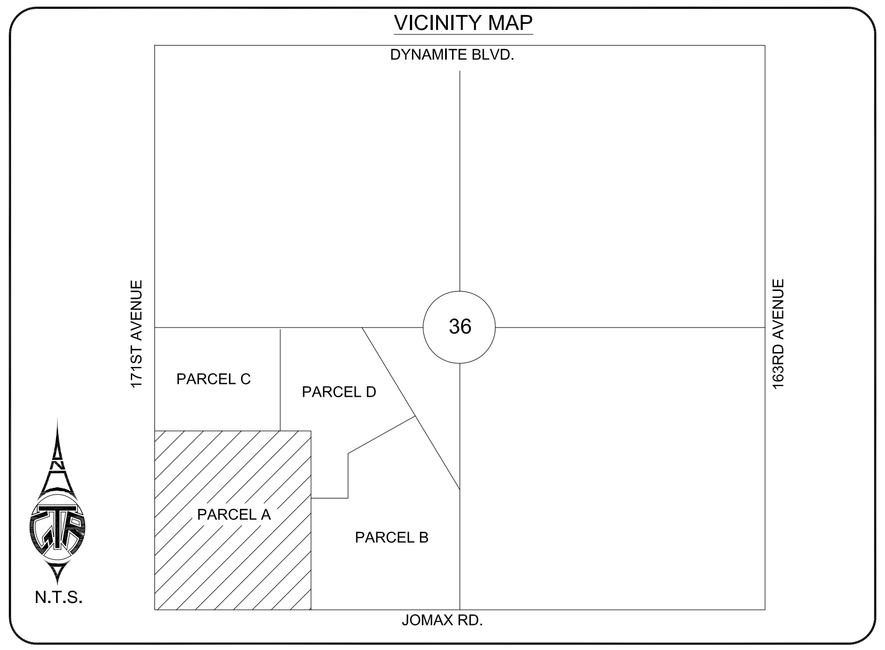
* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	CCT	PHOTOMETRIC	LUMINAIRE SPECIFICATIONS
1	■	LOCAL	53	25'-0"	30'-6"	2'-0"	4,900	LED	39W	PER APS	3000K	TYPE II (52) TYPE IV (1)	GE EVOLVE ERL1005B330ADKBZLR (TYPE II) ERL1005D330ADKBZLR (TYPE IV)
		ITEM DESCRIPTION											
2	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

** **LED NOTE:**
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

VICINITY MAP



DETAILS AND LEGEND FOR STREETLIGHTS:

■ 1 — INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1, POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK.

◠ 2 — INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.

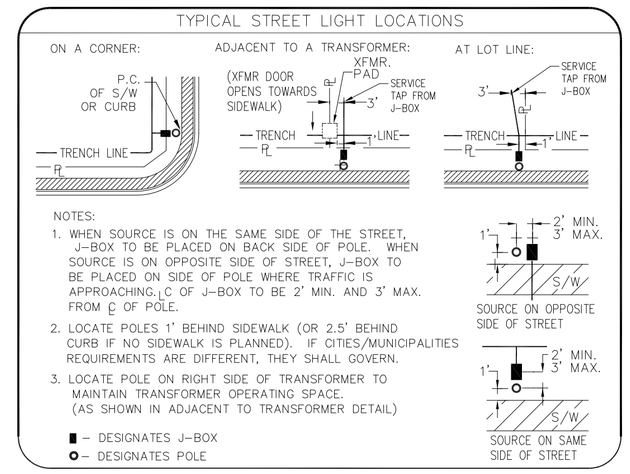
■ 3 — INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

EXISTING / FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

EXISTING / FUTURE / PROPOSED DOUBLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS



OWNER / DEVELOPER	ELECTRICAL ENGINEER	CIVIL ENGINEER
METRO OASIS, LLLP 17700 N. PACESETTER WAY, 100 SCOTTSDALE, AZ 85255 CONTACT: TIM BRISLIN PHONE: (480) 348-1118	GTR ENGINEERING 2340 W. PARKSIDE LANE, H-109 PHOENIX, AZ 85027 PHONE: (602) 241-1144 FAX: (602) 241-1147	COE & VAN LOO, INC. 4550 N. 12TH STREET PHOENIX, AZ 85014 PHONE: (602) 285-4891 FAX: (602) 264-0928

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8 ~ PHOTOMETRICS
9 ~ PHOTOMETRICS
10 ~ PHOTOMETRICS
11 ~ PHOTOMETRICS

SUNRISE - PARCEL A
COVER SHEET
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Director) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19

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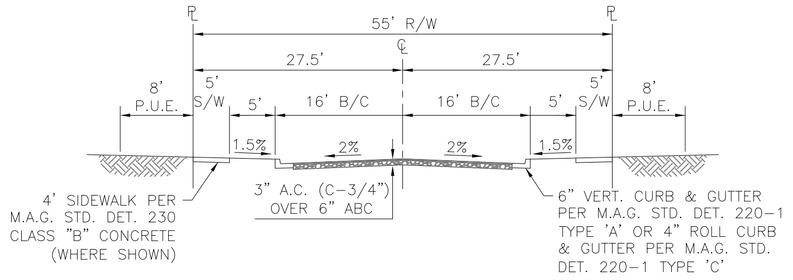
SHEET 1 OF 11

GTR Contact: Doug Horning
GTR Project #:19SP2314

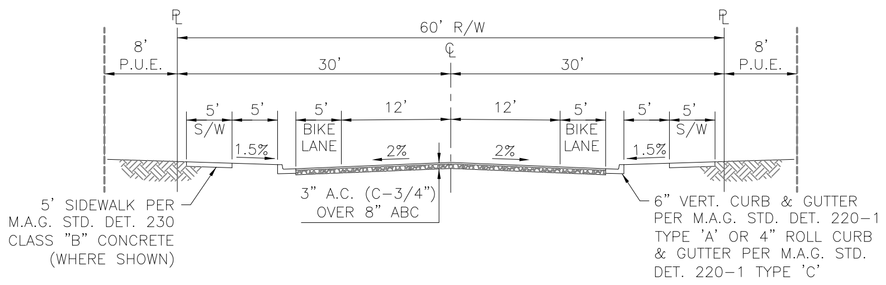
Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



TYPICAL LOCAL STREET
N.T.S.



TYPICAL ENTRY STREET (60' R/W)
N.T.S.

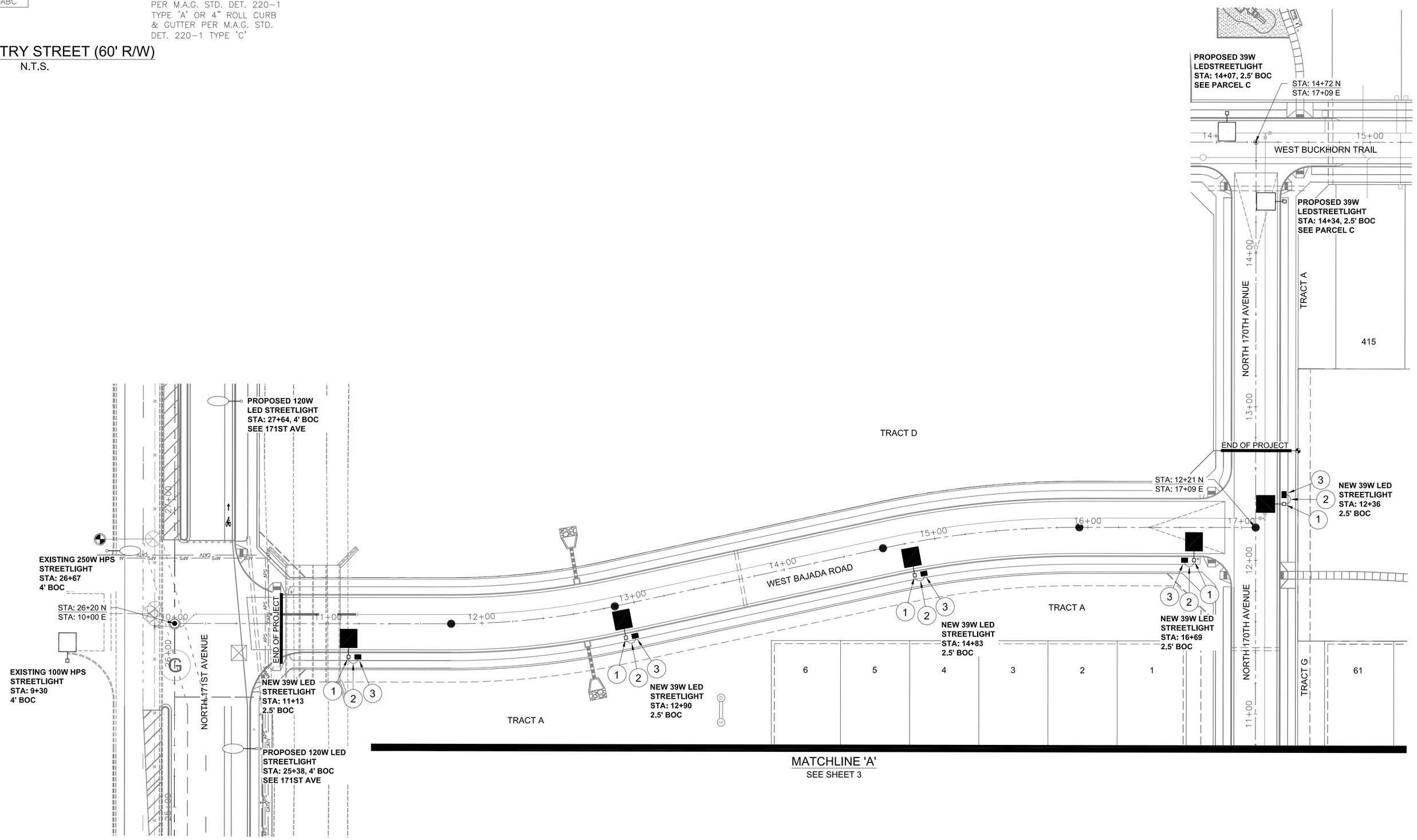
DETAILS AND LEGEND FOR STREETLIGHTS:

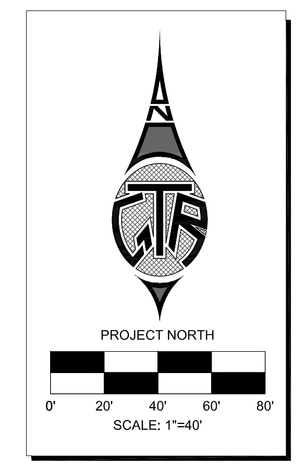
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FIRE HYDRANT LOCATION PER CIVIL PLANS





CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL A
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-08-19 Expires 09/30/2020

NO.	REVISIONS	BY	DATE
6			
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SHEET 2 OF 11

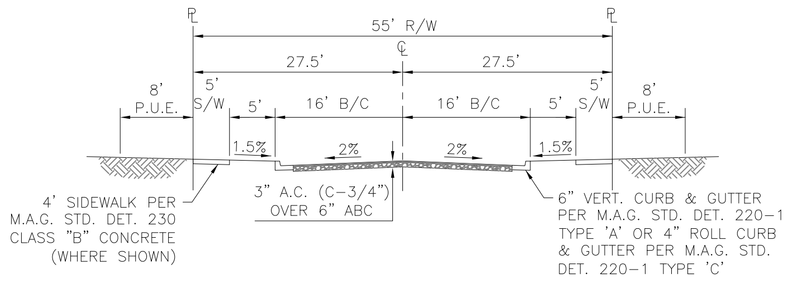
GTR Contact: Doug Horning

GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



TYPICAL LOCAL STREET
N.T.S.

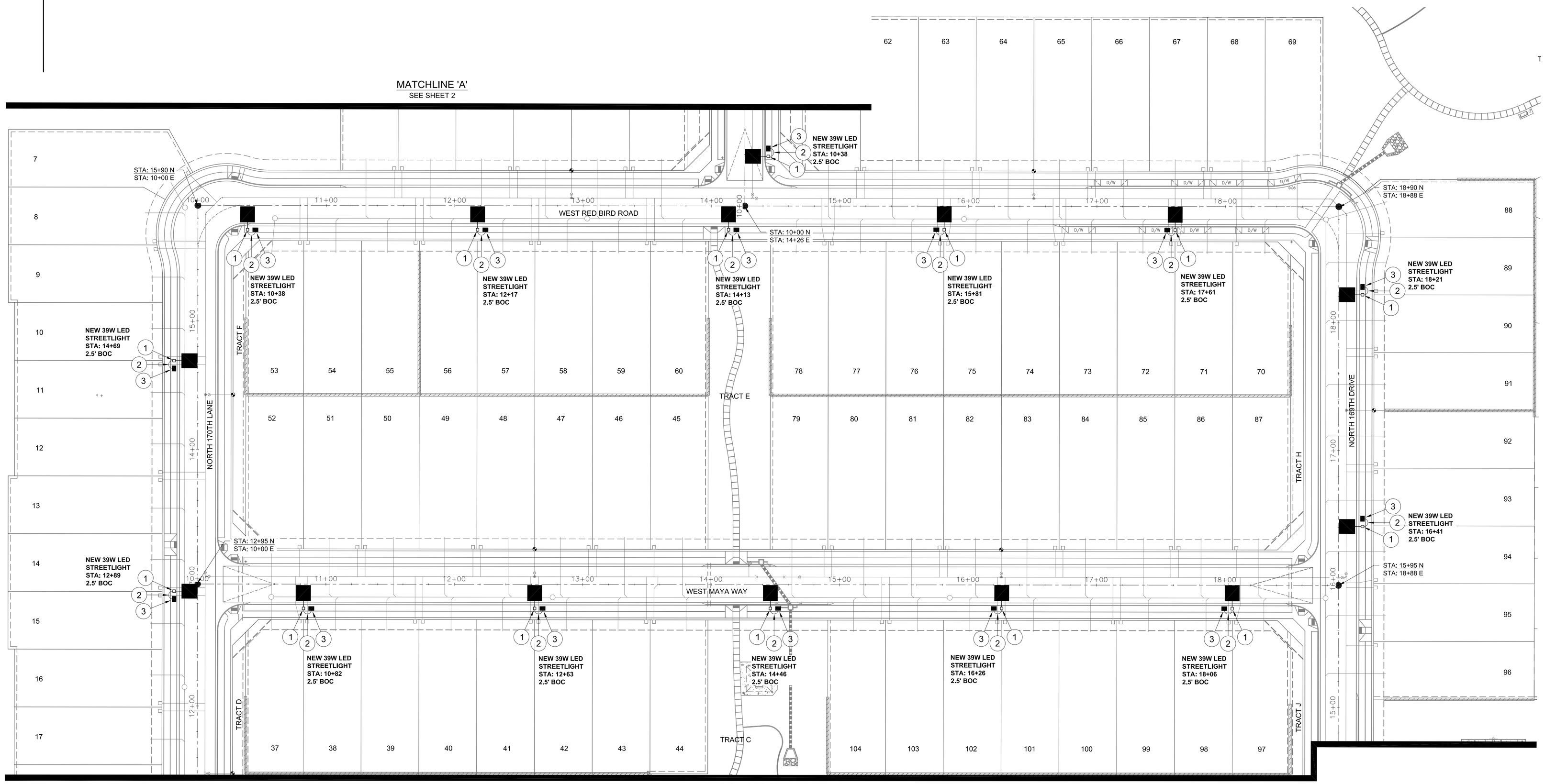
DETAILS AND LEGEND FOR STREETLIGHTS:

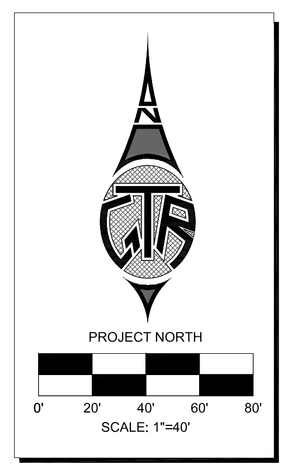
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FIRE HYDRANT LOCATION PER CIVIL PLANS





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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL A
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
29352
JADE GOULD
Date Signed 11-05-19

NO.	REVISIONS	BY	DATE
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SHEET
3 OF 11

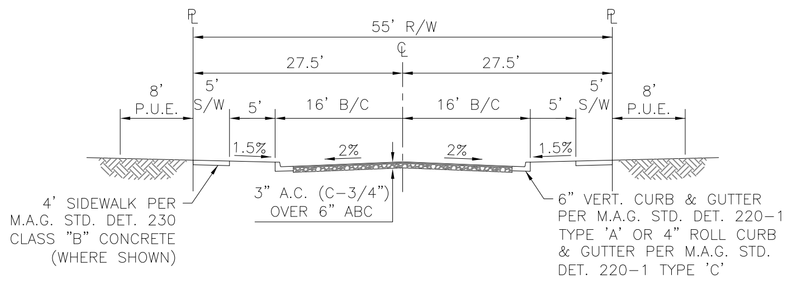
GTR Contact: Doug Horning

GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



TYPICAL LOCAL STREET
N.T.S.

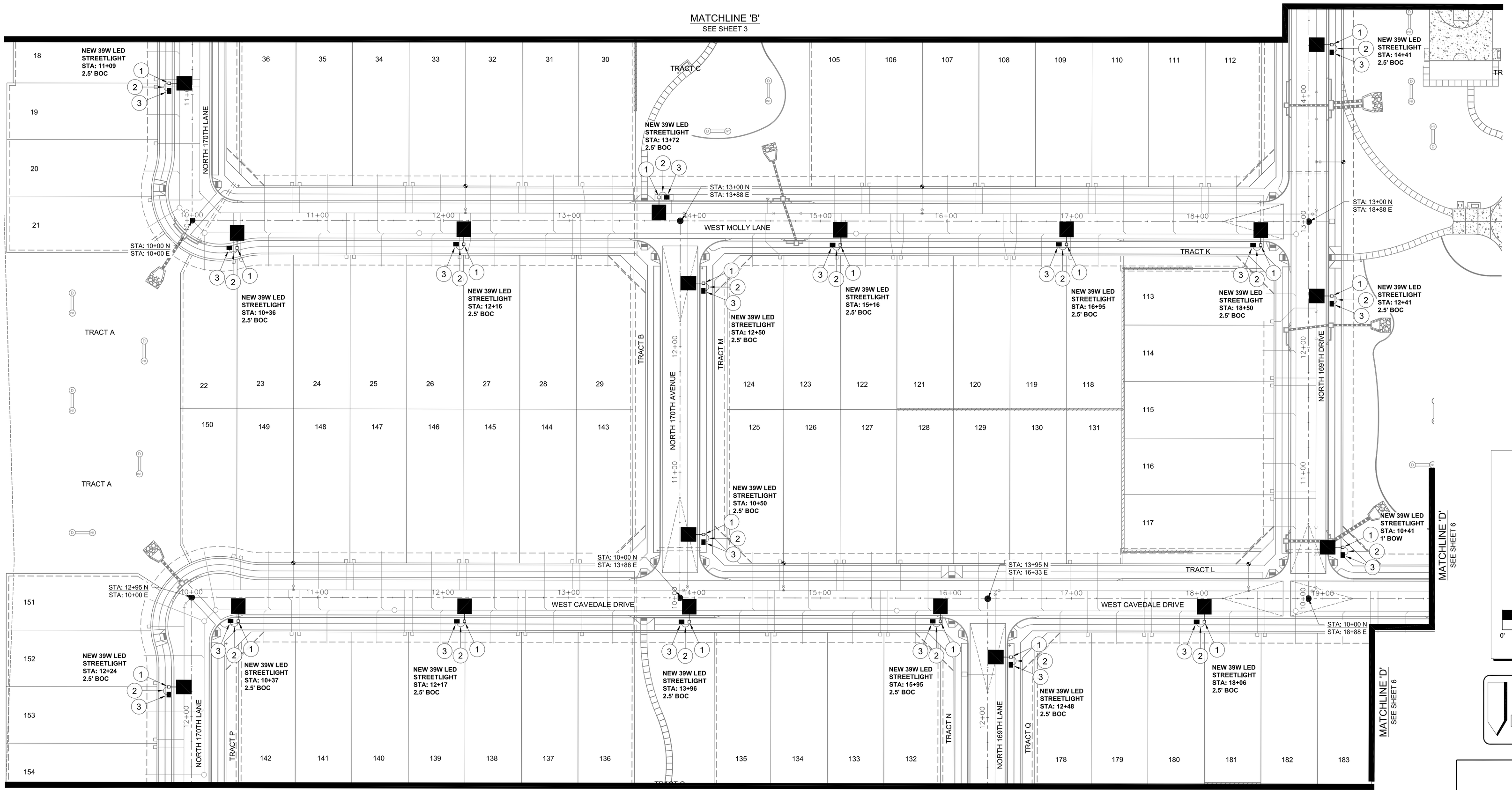
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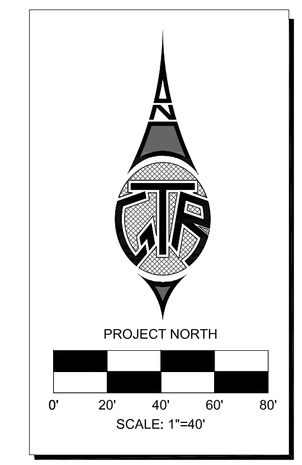
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FIRE HYDRANT LOCATION PER CIVIL PLANS





CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL A
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19 Expires 9/30/2020

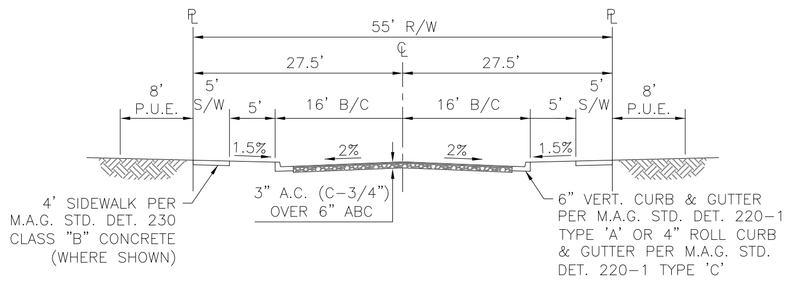
NO.	REVISIONS	BY	DATE
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SHEET 4 OF 11

GTR Contact: Doug Horning

GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19



TYPICAL LOCAL STREET
N.T.S.

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

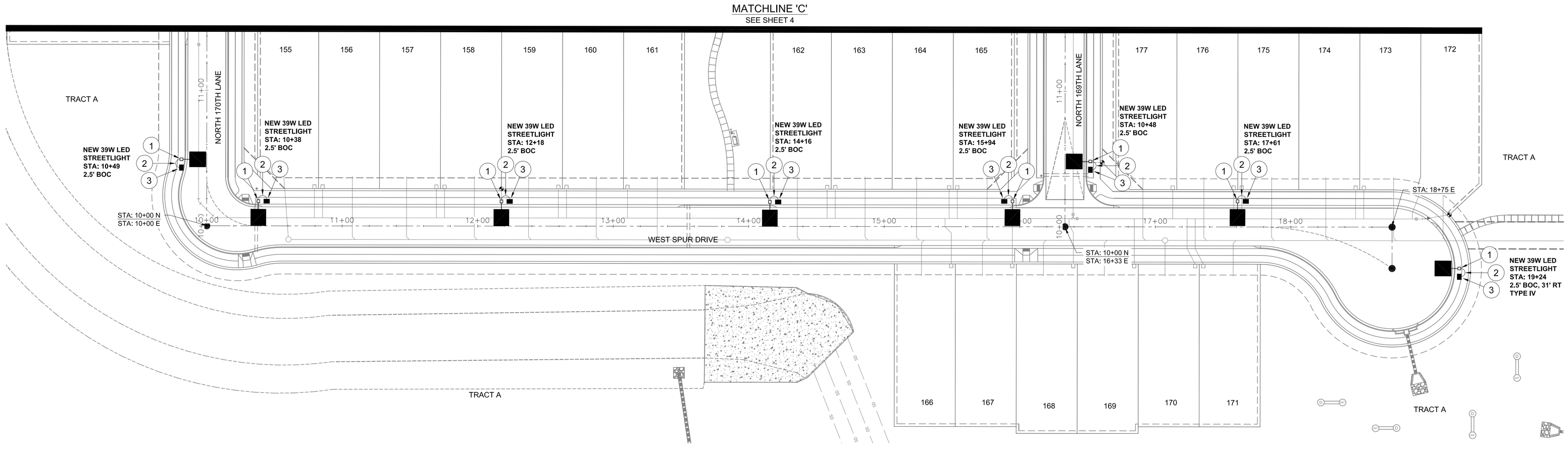
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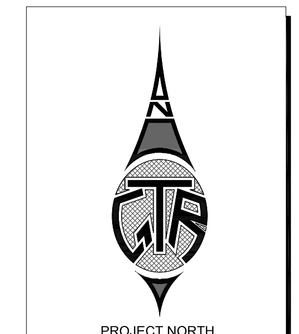
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FIRE HYDRANT LOCATION PER CIVIL PLANS

MATCHLINE 'C'
SEE SHEET 4





CALL TWO WORKING DAYS BEFORE YOU DIG
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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL A
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) Certificate No. 29352 JADE GOULD Date Signed 11-05-19 Expires 6/30/20

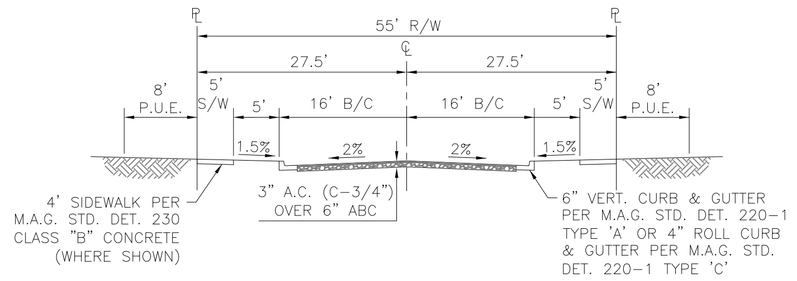
NO.	REVISIONS	BY	DATE
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SHEET 5 OF 11

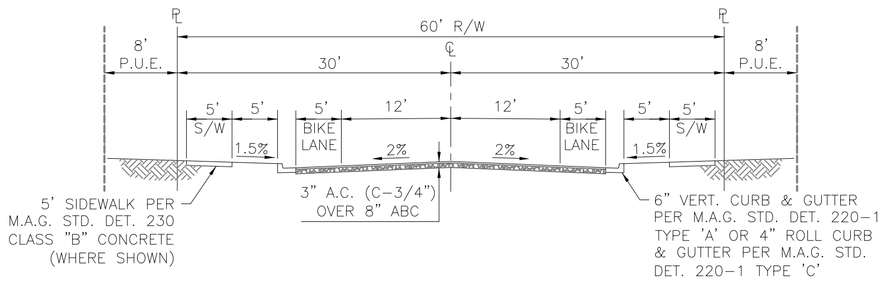
GTR Contact: Doug Horning

GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19



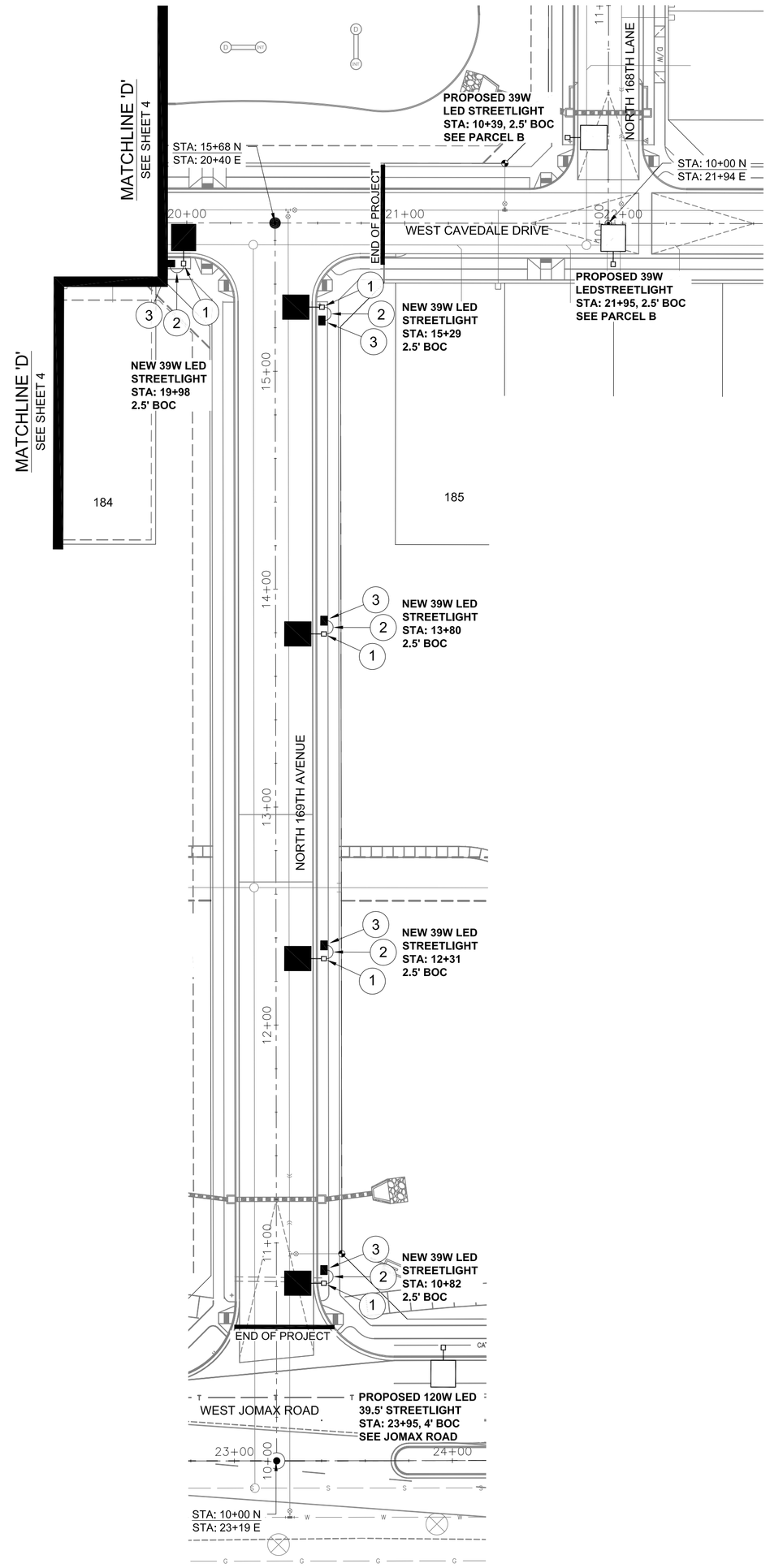
TYPICAL LOCAL STREET
N.T.S.



TYPICAL ENTRY STREET (60' R/W)
N.T.S.

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



DETAILS AND LEGEND FOR STREETLIGHTS:

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EXISTING / FUTURE / PROPOSED DOUBLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

FIRE HYDRANT LOCATION PER CIVIL PLANS

PROJECT NORTH

0' 20' 40' 60' 80'

SCALE: 1"=40'

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(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL A
STREET LIGHT LAYOUT
STREET LIGHT PLANS

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Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19 Expires 9/30/2021

NO.	REVISIONS	BY	DATE
6			
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4			
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SHEET 6 OF 11

GTR Contact: Doug Horning

GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

PHOTOMETRIC STUDY

GE LIGHTING SOLUTIONS ERL1_05B330_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17040524 17040525 17040526 17040722 17040723 17040724
lamp(s): LEDs 757G-V1
candela file 'erl1_05b330_____-120-277v_tcm201-129086.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 52, number luminaires= 52
kw all locations

GE LIGHTING SOLUTIONS ERL1_05D330_____-120-277V
GE LIGHTING SOLUTIONS-HENDERSONVILLE NC USA test report no. 17072713 17072714 17072715
lamp(s): LEDs 757G-V1
candela file 'erl1_05d330_____-120-277v_tcm201-129098.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 1, number luminaires= 1
kw all locations

PARCEL A
4043 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.55
Maximum	2.33
Minimum	0.08
Avg:Min	6.85
Max:Min	29.13
Coef Var	0.78
UnifGrad	2.17

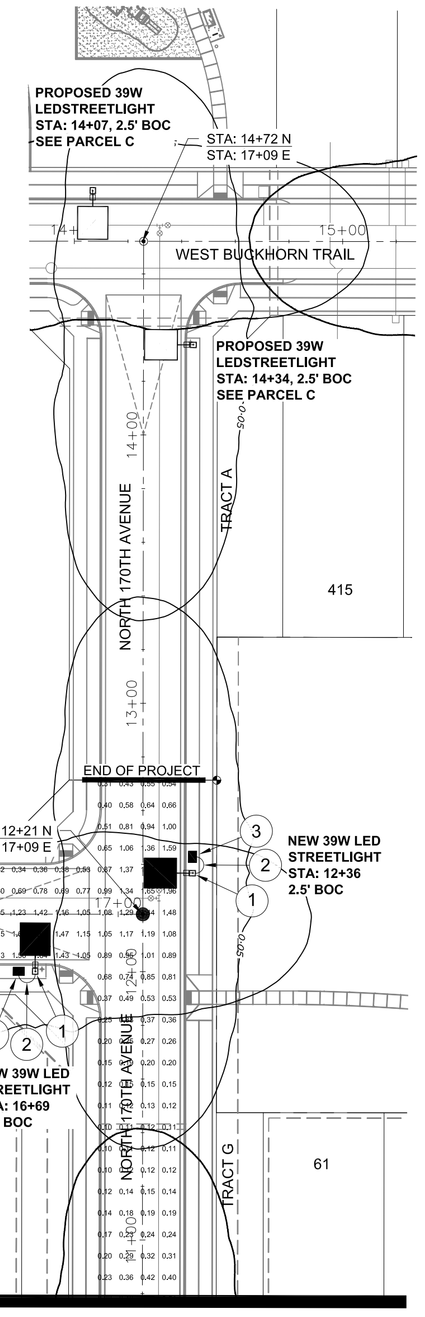
DETAILS AND LEGEND FOR STREETLIGHTS:

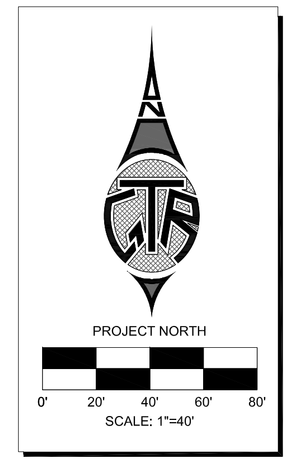
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FIRE HYDRANT LOCATION PER CIVIL PLANS





CALL TWO WORKING DAYS BEFORE YOU DIG
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SUNRISE - PARCEL A
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
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Registered Professional Engineer (Electrical)
CERTIFICATE NO.
29352
JADE GOULD
Date Signed 11-05-19
Expires 9/30/20

NO.	REVISIONS	BY	DATE
6			
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SHEET 7 OF 11

GTR Contact: Doug Horning
GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

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Minimum	0.08
Avg:Min	6.85
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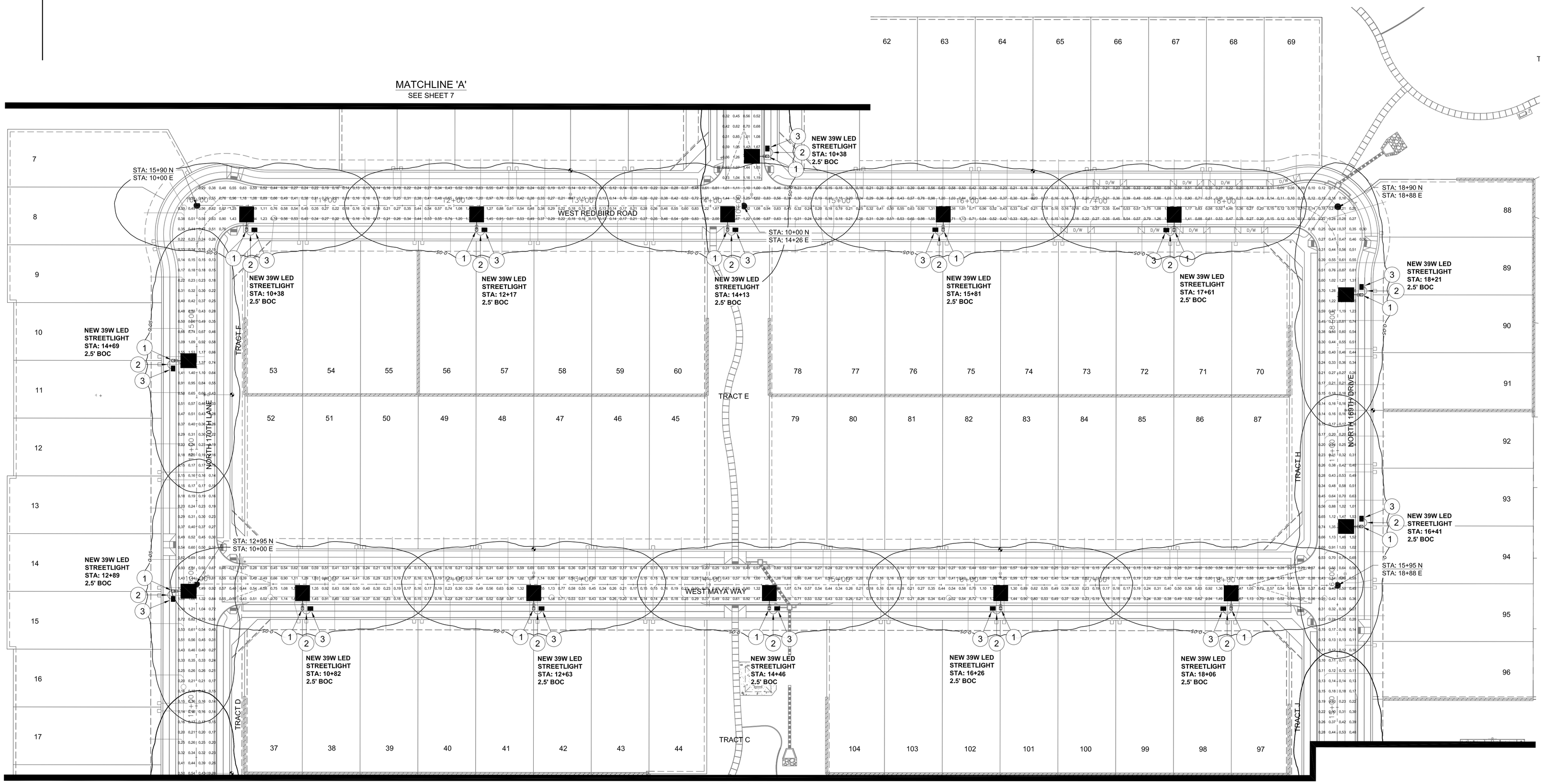
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FIRE HYDRANT LOCATION PER CIVIL PLANS



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1-800-STAKE-IT
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SUNRISE - PARCEL A
PHOTOMETRICS
STREET LIGHT PLANS

GTR Engineering
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-08-19

NO.	REVISIONS	BY	DATE
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SHEET 8 OF 11

GTR Contact: Doug Hornlng
GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

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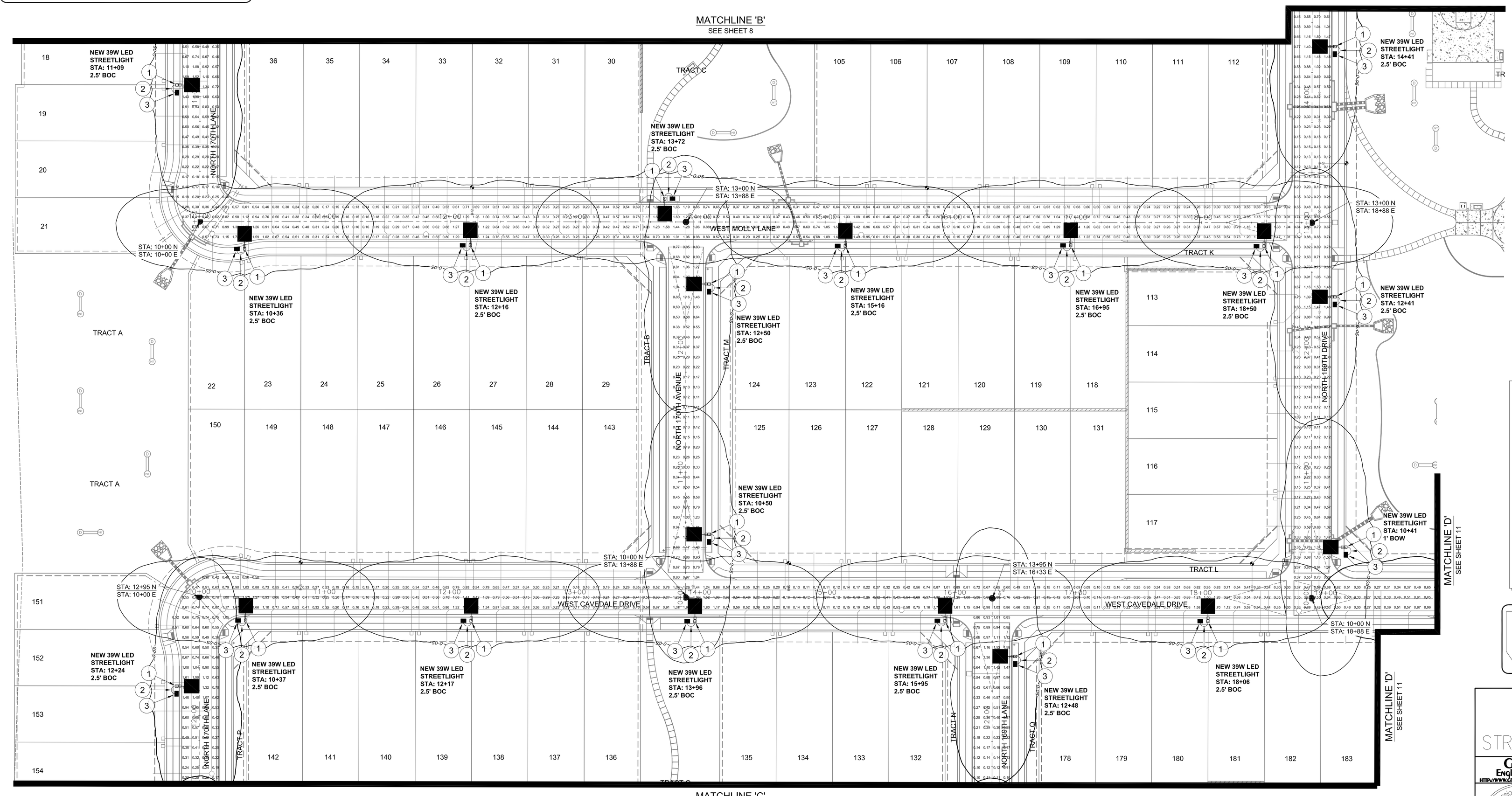
DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK.
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FIRE HYDRANT LOCATION PER CIVIL PLANS



PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL A
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-08-19 Expires 09/30/2020

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 9 OF 11

GTR Contact: Doug Horning

GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

PHOTOMETRIC STUDY

GE LIGHTING SOLUTIONS ERL1_05B330_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17040524 17040525 17040526 17040722 17040723 17040724
lamp(s): LEDs 757G-V1
candela file 'erl1_05b330_____-120-277v_tcm201-129086.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 52, number luminaires= 52
kw all locations

GE LIGHTING SOLUTIONS ERL1_05D330_____-120-277V
GE LIGHTING SOLUTIONS-HENDERSONVILLE NC USA test report no. 17072713 17072714 17072715
lamp(s): LEDs 757G-V1
candela file 'erl1_05d330_____-120-277v_tcm201-129098.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 1, number luminaires= 1
kw all locations

PARCEL A
4043 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.55
Maximum	2.33
Minimum	0.08
Avg:Min	6.85
Max:Min	29.13
Coef Var	0.78
UnifGrad	2.17

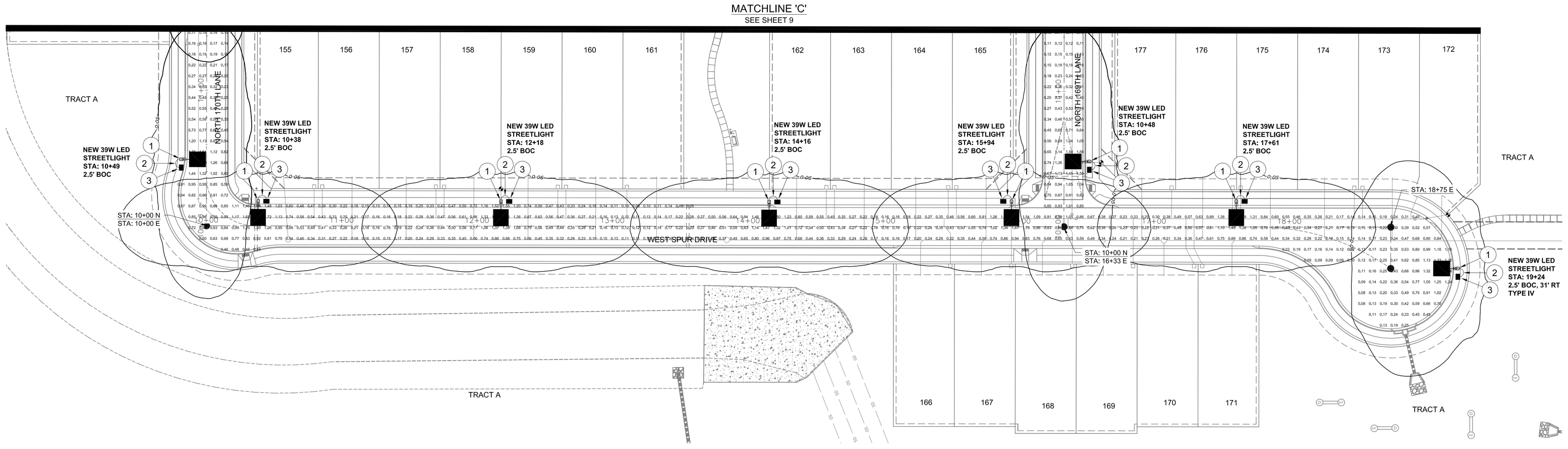
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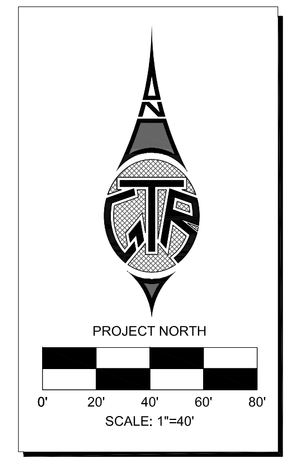
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FIRE HYDRANT LOCATION PER CIVIL PLANS





CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL A
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) Certificate No. 29352 JADE GOULD Date Signed 11-06-19

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 10 OF 11

GTR Contact: Doug Horning
GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL A
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

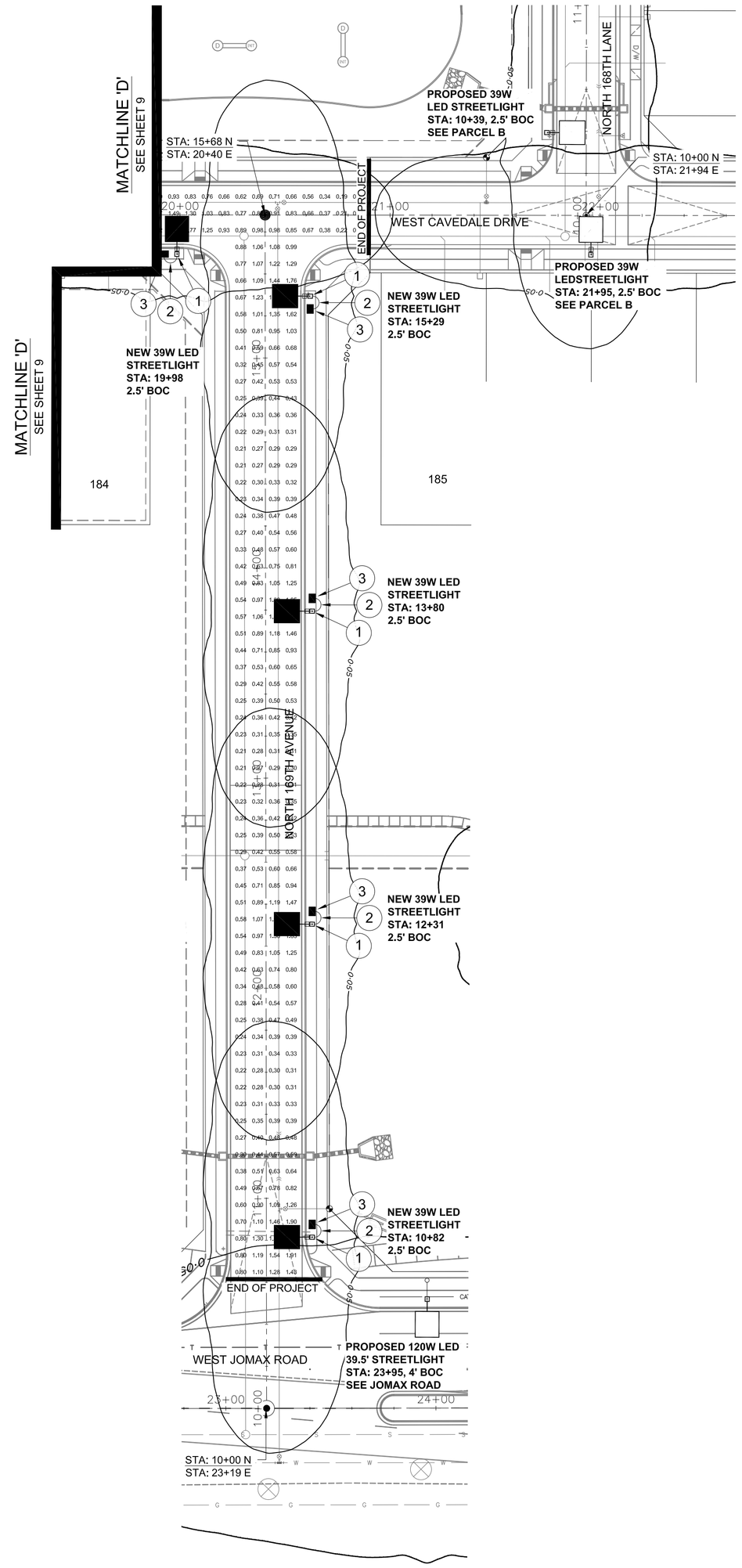
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SUNRISE - PARCEL A
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
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Registered Professional Engineer (Electrical)
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29352
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Expires 07/30/2020

NO.	REVISIONS	BY	DATE
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2			
1			

SHEET
11 OF 11

GTR Contact: Doug Horning
GTR Project #: 19SP2314

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL B
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

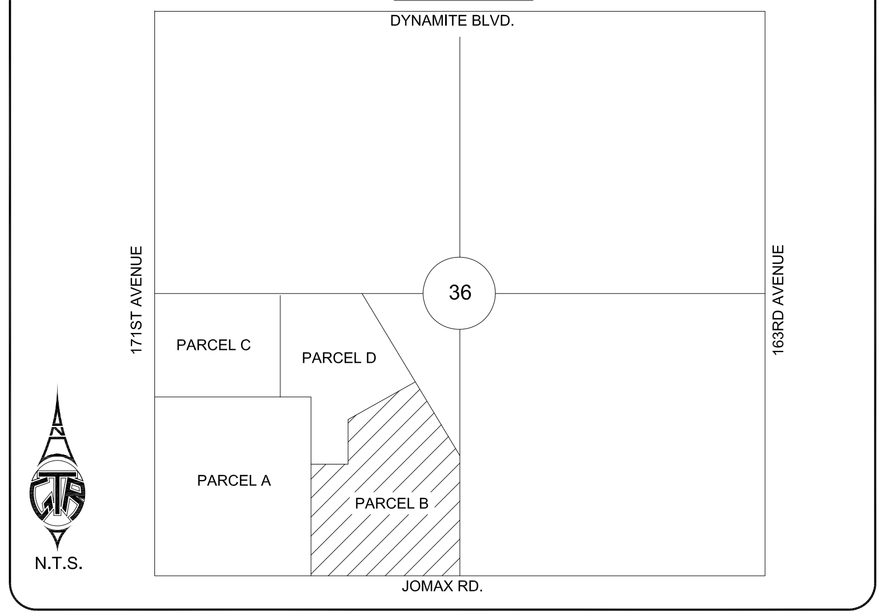
CITY OF SURPRISE NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAW (ARTIZONA REVISED STATUTES TITLE 40,CHAPTOR 2, ARTICLE 6-3, SECTION 40-360-21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIALING 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (623) 222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

GENERAL NOTE

THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

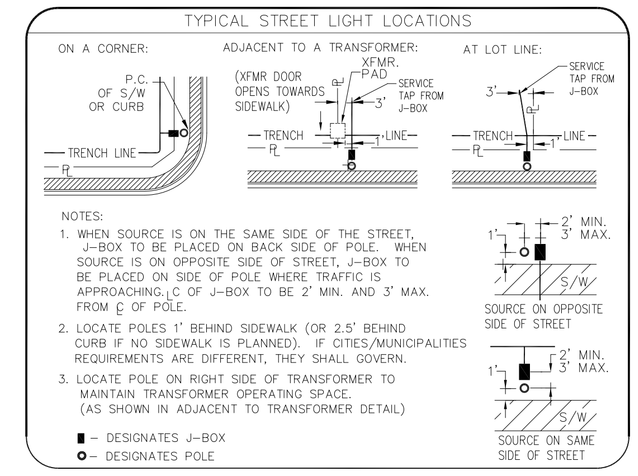
VICINITY MAP

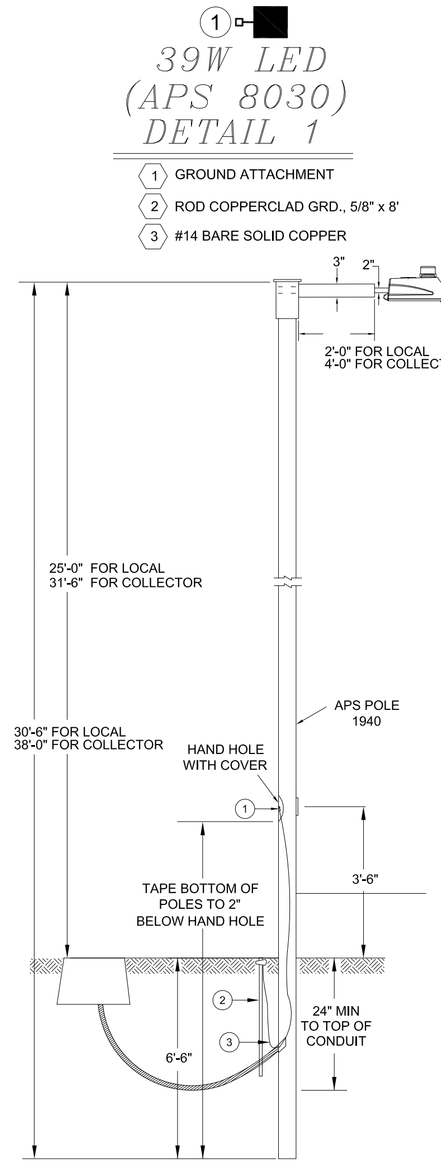


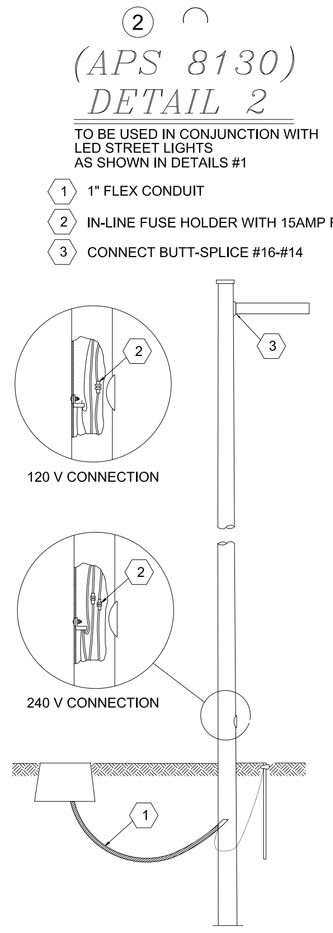
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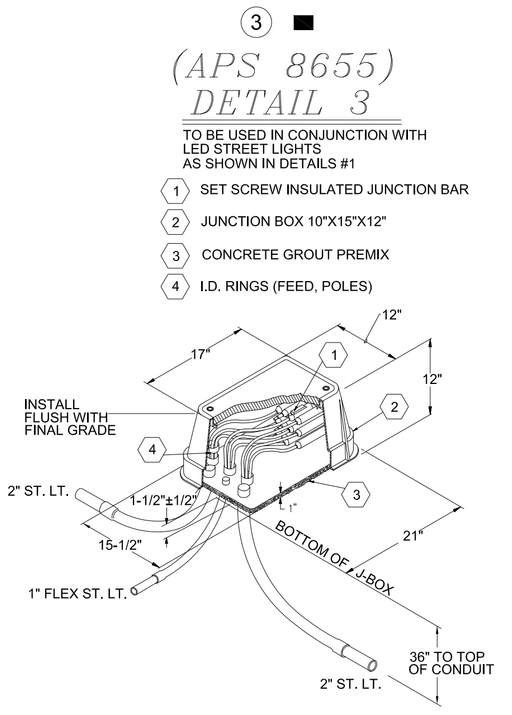
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- FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS









** **POLE INSTALLATION NOTE:**
1. WHEN THE POLE IS LOCATED BEHIND THE SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED. IT IS MEASURED FROM THE BACK OF A SIDEWALK TO FRONT EDGE OF THE POLE.
2. WHEN THE POLE IS LOCATED BEHIND THE CURB WITH A DETACHED SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED FROM THE SIDEWALK. IT IS MEASURED FROM THE FRONT OF A SIDEWALK TO BACK EDGE OF THE POLE.

UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	07-09-19
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	07-09-19
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	07-09-19
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	07-09-19

* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	CCT	PHOTOMETRIC	LUMINAIRE SPECIFICATIONS
1	■	LOCAL	39	25'-0"	30'-6"	2'-0"	4,900	LED	39W	PER APS	3000K	TYPE II (37) TYPE IV (2)	GE EVOLVE ERL1005B330ADKBZLR (TYPE II) ERL1005D330ADKBZLR (TYPE IV)
		ITEM DESCRIPTION											
2	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

** **LED NOTE:**
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

OWNER / DEVELOPER	ELECTRICAL ENGINEER	CIVIL ENGINEER
METRO OASIS, LLLP 17700 N. PACESETTER WAY, 100 SCOTTSDALE, AZ 85255 CONTACT: TIM BRISLIN PHONE: (480) 348-1118	GTR ENGINEERING 2340 W. PARKSIDE LANE, H-109 PHOENIX, AZ 85027 PHONE: (602) 241-1144 FAX: (602) 241-1147	COE & VAN LOO, INC. 4550 N. 12TH STREET PHOENIX, AZ 85014 PHONE: (602) 285-4891 FAX: (602) 264-0928

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER _____ DATE _____

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

INDEX

1 ~ COVER SHEET
2 ~ STREET LIGHT LAYOUT
3 ~ STREET LIGHT LAYOUT
4 ~ STREET LIGHT LAYOUT
5 ~ PHOTOMETRICS
6 ~ PHOTOMETRICS
7 ~ PHOTOMETRICS

SUNRISE - PARCEL B
COVER SHEET
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19

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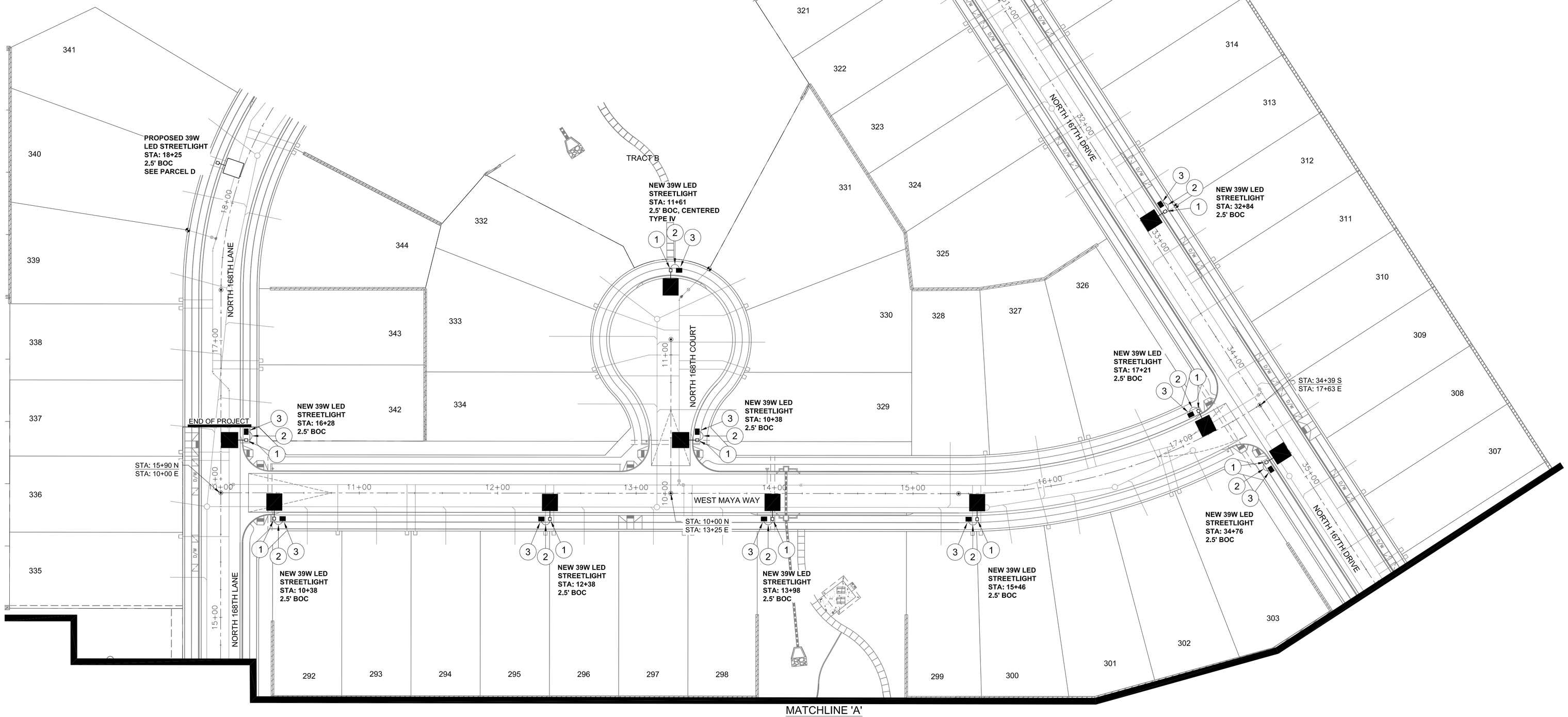
SHEET 1 OF 7

GTR Contact: Doug Horning
GTR Project #:19SP2315

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL B
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



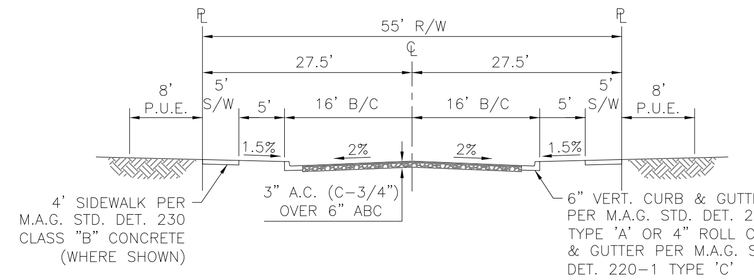
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EXISTING / FUTURE / PROPOSED DOUBLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

FIRE HYDRANT LOCATION PER CIVIL PLANS



TYPICAL LOCAL STREET
N.T.S.

PROJECT NORTH

0' 20' 40' 60' 80'

SCALE: 1"=40'

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL B
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19

NO.	REVISIONS	BY	DATE
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SHEET 2 OF 7

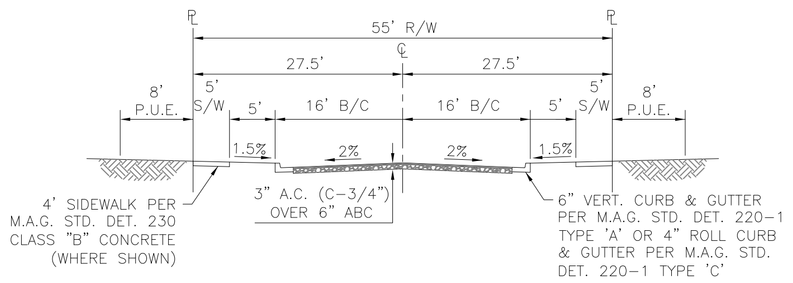
GTR Contact: Doug Horning

GTR Project #: 19SP2315

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL B
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



TYPICAL LOCAL STREET
N.T.S.

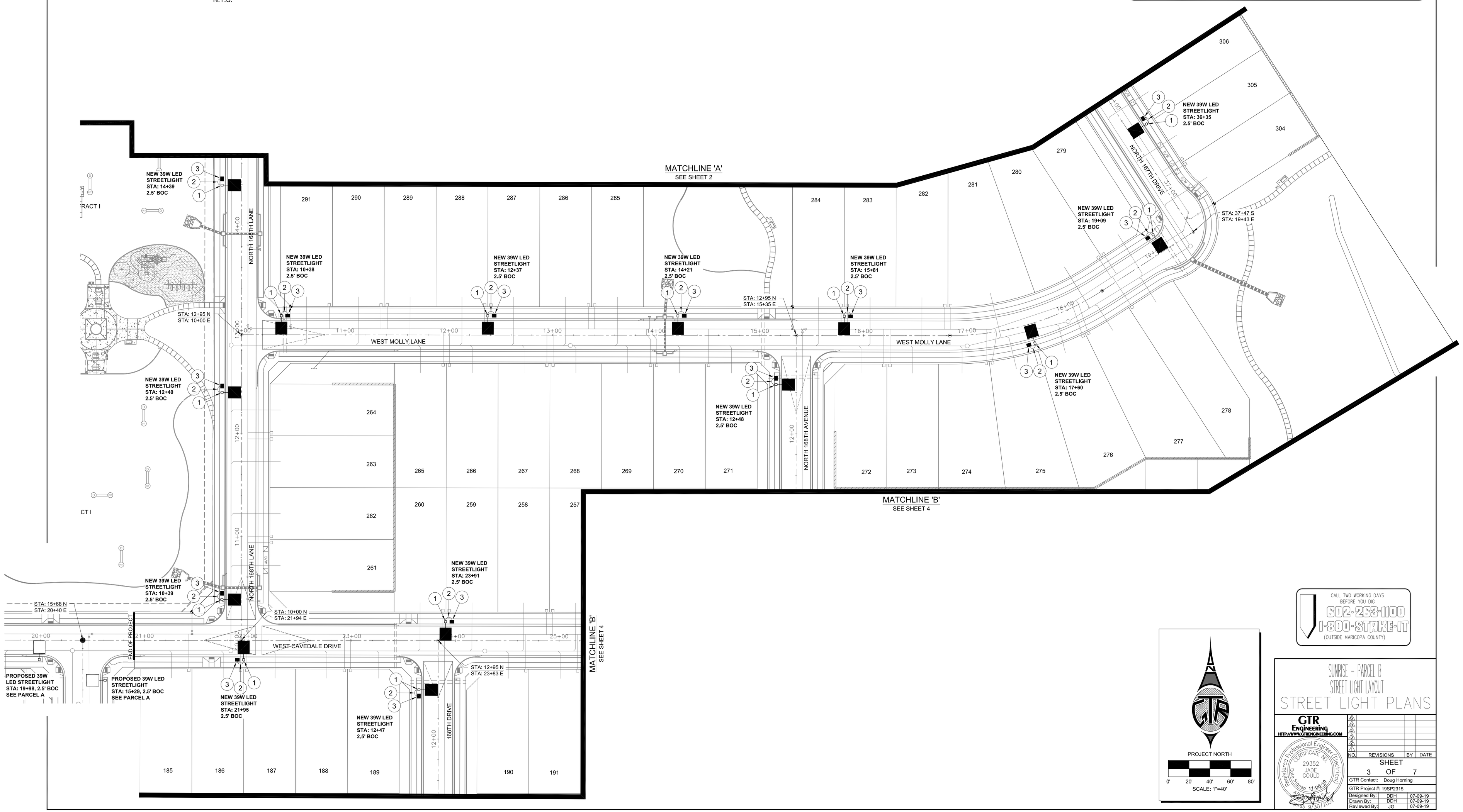
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FIRE HYDRANT LOCATION PER CIVIL PLANS



CALL TWO WORKING DAYS BEFORE YOU DIG
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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL B
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR Engineering
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19

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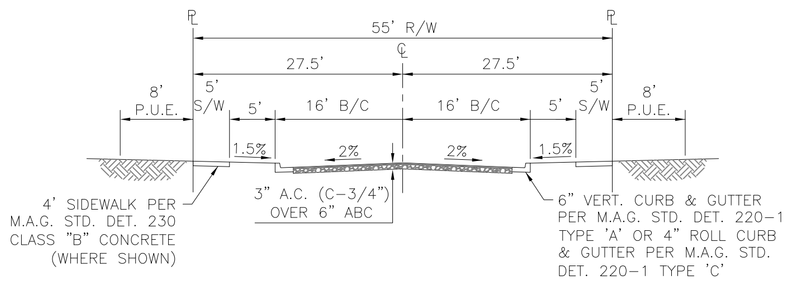
SHEET 3 OF 7

GTR Contact: Doug Horning
GTR Project #: 19SP2315

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL B
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



TYPICAL LOCAL STREET
N.T.S.

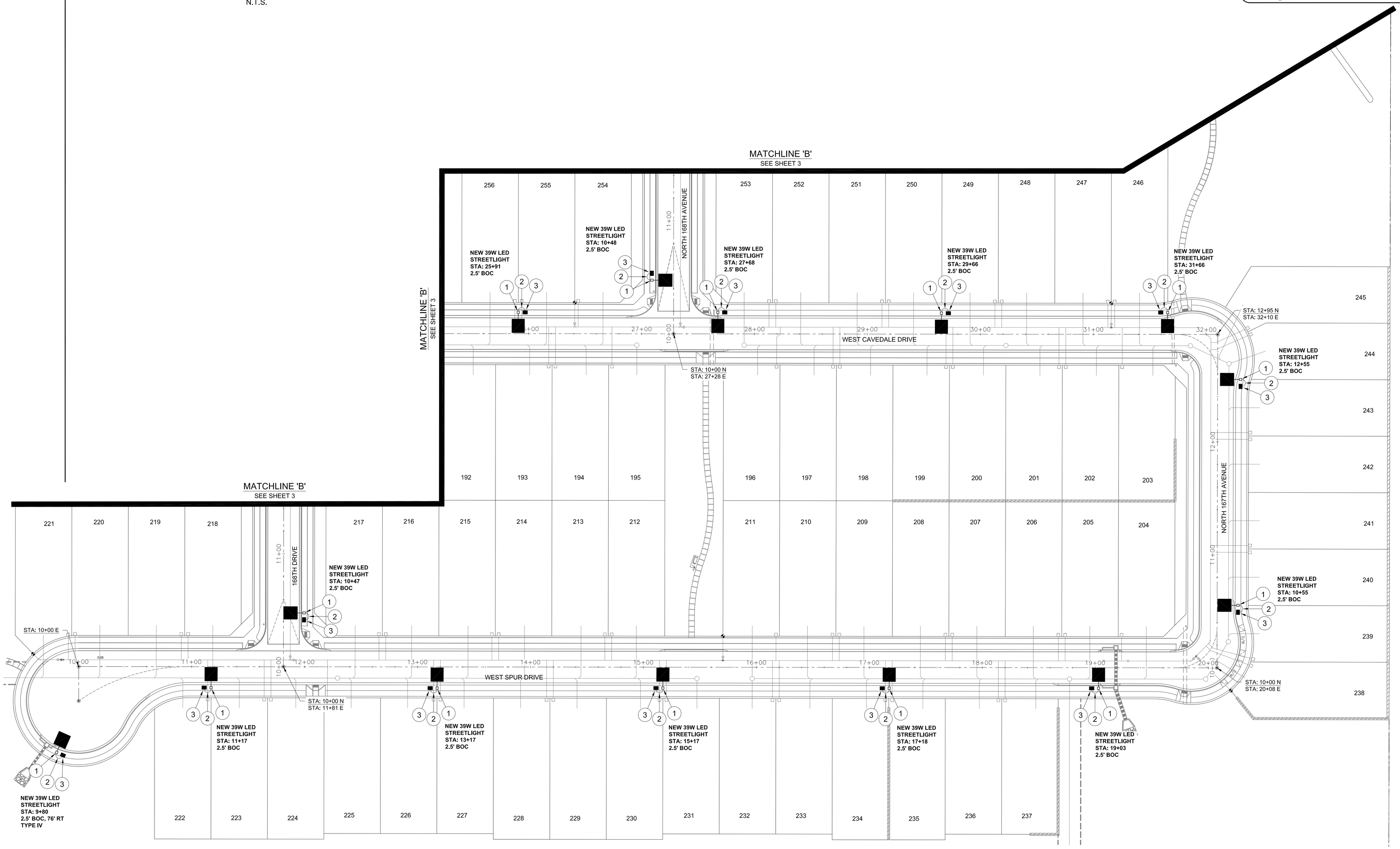
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FIRE HYDRANT LOCATION PER CIVIL PLANS



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0' 20' 40' 60' 80'
SCALE: 1"=40'

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SUNRISE - PARCEL B
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
29352
JADE GOULD
Date Signed 11-05-19
Expires 9/30/2020

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SHEET 4 OF 7

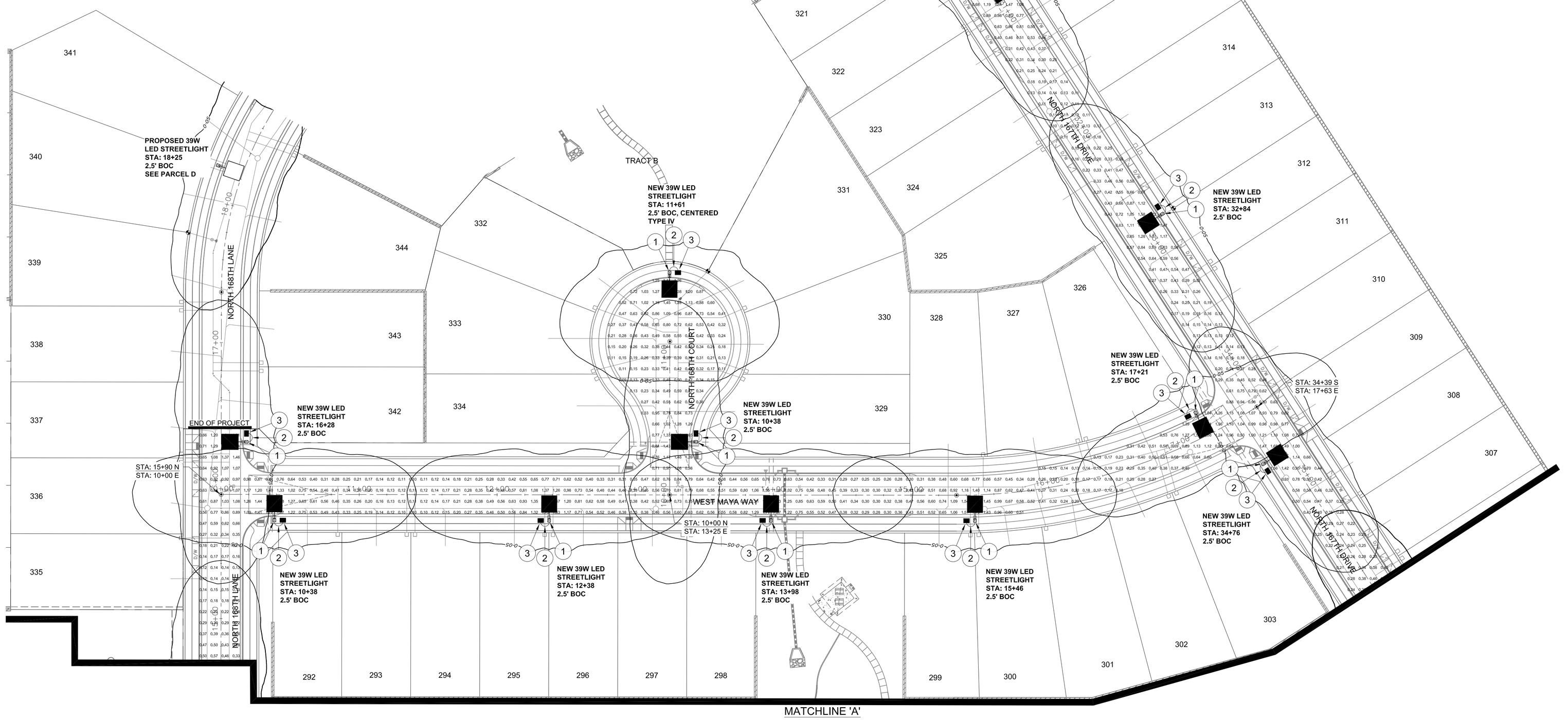
GTR Contact: Doug Horning

GTR Project #: 19SP2315

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL B
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



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FIRE HYDRANT LOCATION PER CIVIL PLANS

PHOTOMETRIC STUDY

GE LIGHTING SOLUTIONS ERL1_05B330_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
17040524 17040525 17040526 17040722 17040723 17040724
lamp(s): LEDs 757G-V1
candela file 'erl1_05b330_____-120-277v_tcm201-129086.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 37, number luminaires= 37
kw all locations

GE LIGHTING SOLUTIONS ERL1_05D330_____-120-277V
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17072713 17072714 17072715
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Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 2, number luminaires= 2
kw all locations

PARCEL B
3085 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.54
Maximum	2.44
Minimum	0.08
Avg:Min	6.80
Max:Min	30.50
Coef Var	0.79
UnifGrad	2.65

PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

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602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL B
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
29352
JADE GOULD
Date Signed 11-05-19
EXPIRES 6/30/20

NO.	REVISIONS	BY	DATE
6			
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SHEET 5 OF 7

GTR Contact: Doug Horning
GTR Project #: 19SP2315

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL B
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

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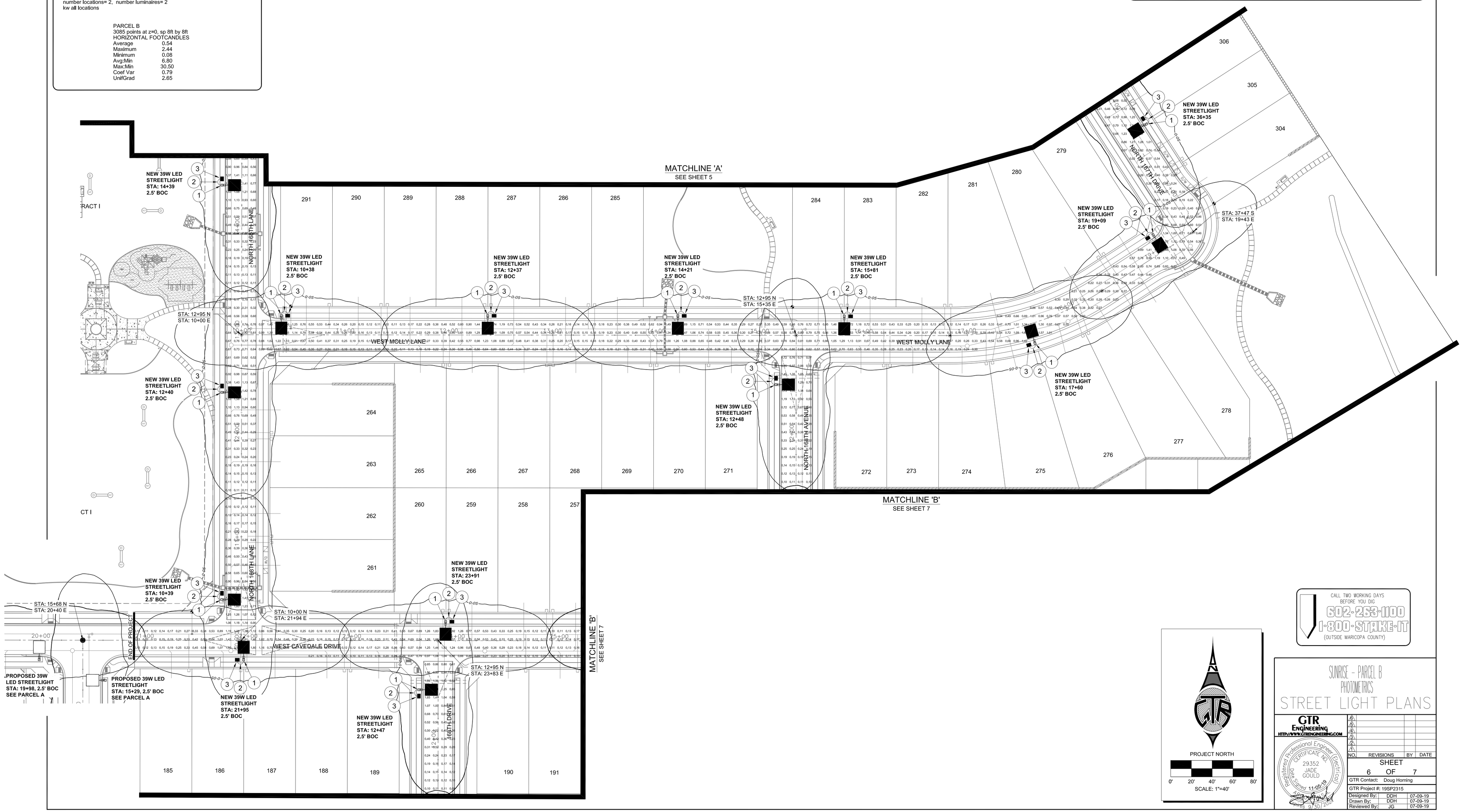
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FIRE HYDRANT LOCATION PER CIVIL PLANS



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602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT NORTH
0' 20' 40' 60' 80'
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SUNRISE - PARCEL B
PHOTOMETRICS
STREET LIGHT PLANS

GTR Engineering
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19

NO.	REVISIONS	BY	DATE
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SHEET 6 OF 7

GTR Contact: Doug Horning
GTR Project #: 19SP2315

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL B
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN,
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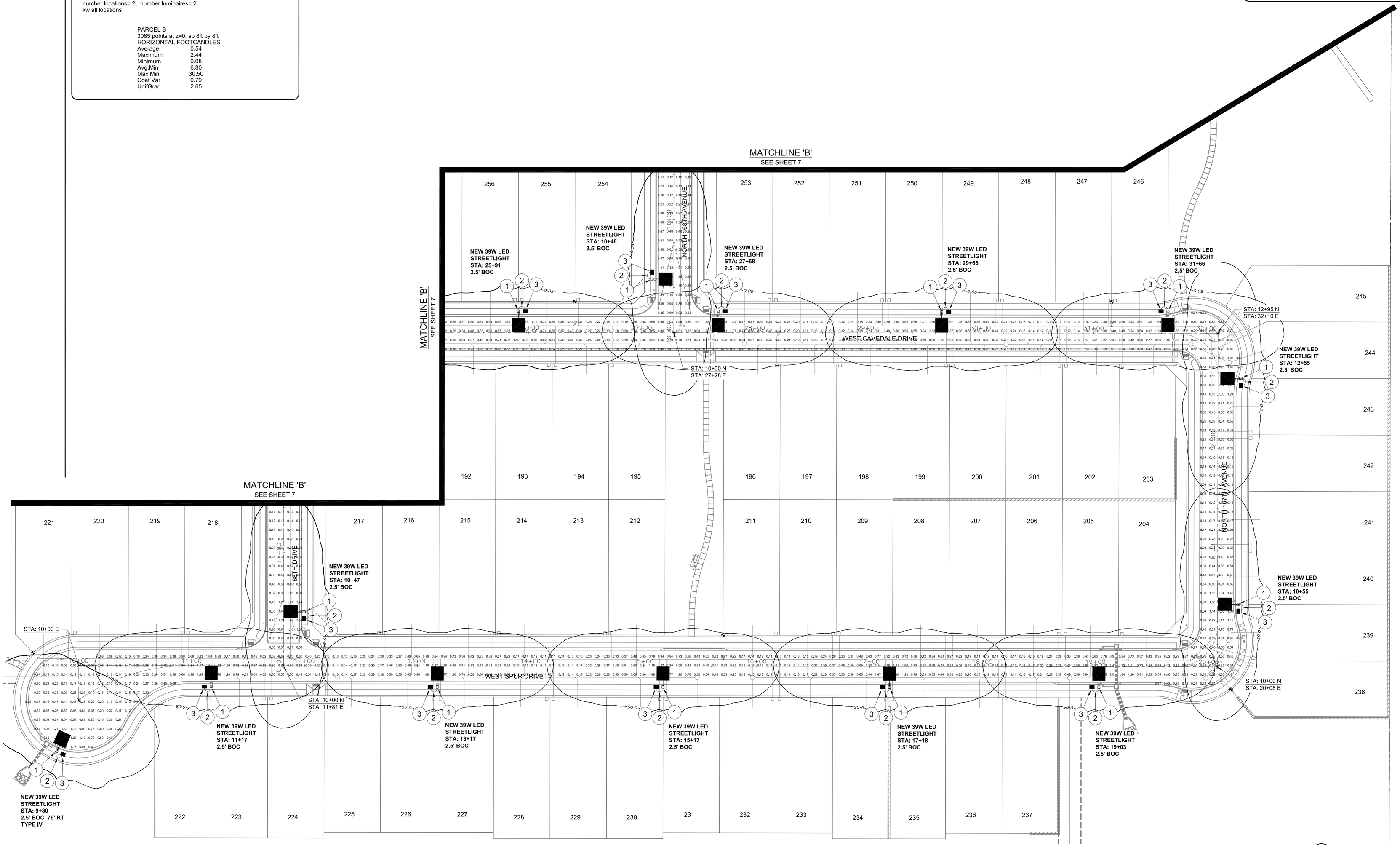
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FIRE HYDRANT LOCATION PER CIVIL PLANS



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SUNRISE - PARCEL B
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-06-19 Expires 6/30/2021

NO.	REVISIONS	BY	DATE
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SHEET 7 OF 7

GTR Contact: Doug Horning

GTR Project #: 19SP2315

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL C
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

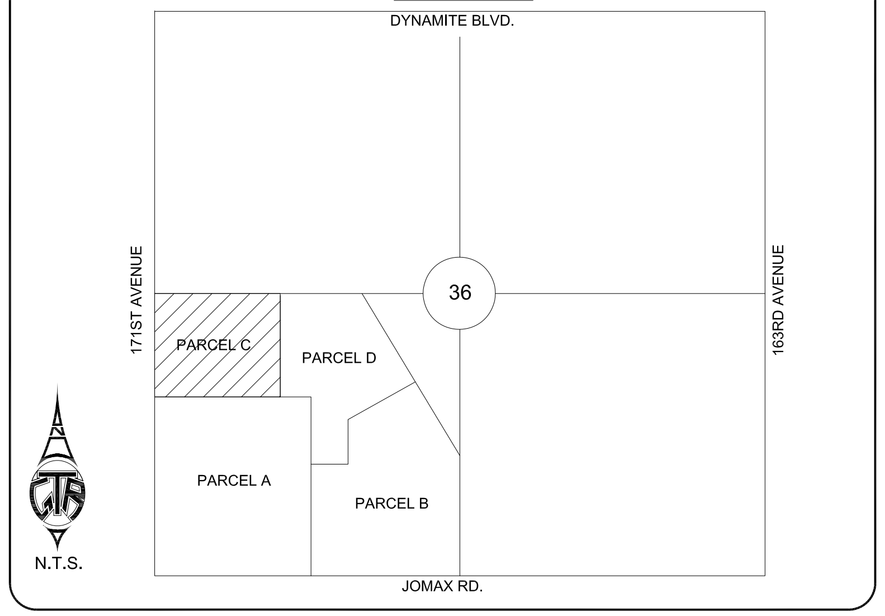
CITY OF SURPRISE NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAW (ARTIZONA REVISED STATUTES TITLE 40,CHAPTOR 2, ARTICLE 6-3, SECTION 40-360-21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIALING 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
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10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (623) 222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

GENERAL NOTE

THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

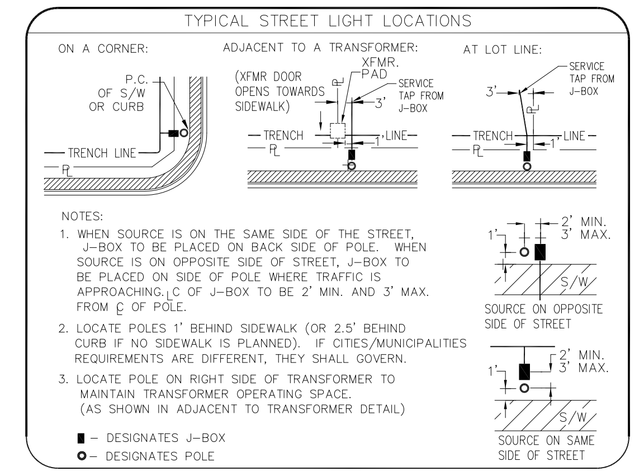
VICINITY MAP



DETAILS AND LEGEND FOR STREETLIGHTS:

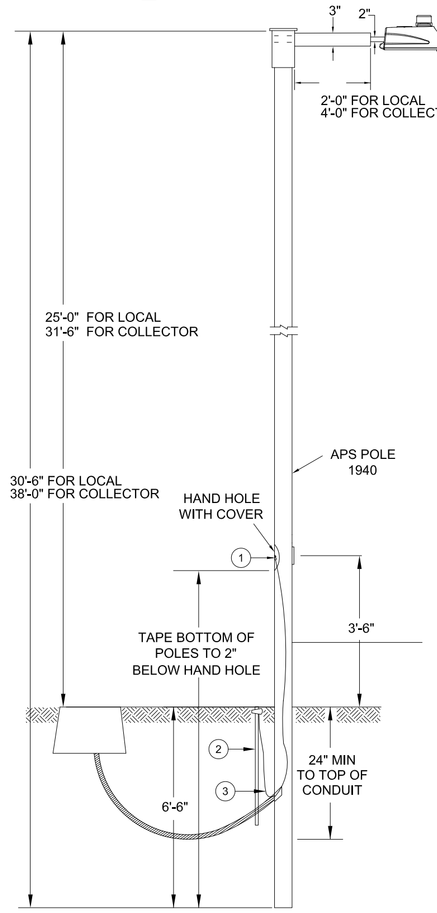
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- EXISTING / FUTURE / PROPOSED DOUBLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS



(1) 39W LED (APS 8030) DETAIL 1

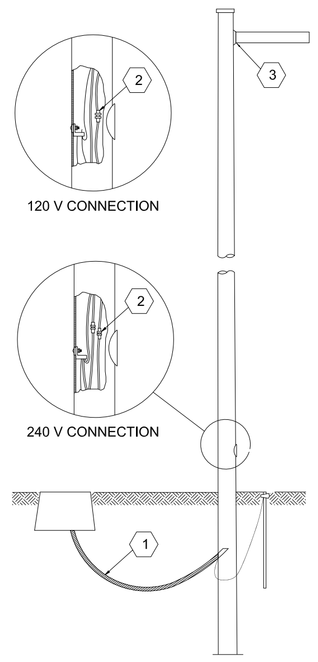
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



(2) (APS 8130) DETAIL 2

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1

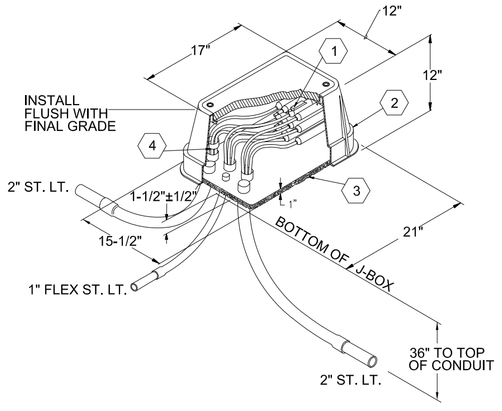
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



(3) (APS 8655) DETAIL 3

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1

1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



** **POLE INSTALLATION NOTE:**
1. WHEN THE POLE IS LOCATED BEHIND THE SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED. IT IS MEASURED FROM THE BACK OF A SIDEWALK TO FRONT EDGE OF THE POLE.

2. WHEN THE POLE IS LOCATED BEHIND THE CURB WITH A DETACHED SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED FROM THE SIDEWALK. IT IS MEASURED FROM THE FRONT OF A SIDEWALK TO BACK EDGE OF THE POLE.

UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	07-09-19
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	07-09-19
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	07-09-19
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	07-09-19

* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	CCT	PHOTOMETRIC	LUMINAIRE SPECIFICATIONS
1	■	LOCAL	11	25'-0"	30'-6"	2'-0"	4,900	LED	39W	PER APS	3000K	TYPE II	GE EVOLVE ERL1005B330ADKBZLR (TYPE II)
		ITEM DESCRIPTION											
2	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

** **LED NOTE:**
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

OWNER / DEVELOPER	ELECTRICAL ENGINEER	CIVIL ENGINEER
METRO OASIS, LLLP 17700 N. PACESETTER WAY, 100 SCOTTSDALE, AZ 85255 CONTACT: TIM BRISLIN PHONE: (480) 348-1118	GTR ENGINEERING 2340 W. PARKSIDE LANE, H-109 PHOENIX, AZ 85027 PHONE: (602) 241-1144 FAX: (602) 241-1147	COE & VAN LOO, INC. 4550 N. 12TH STREET PHOENIX, AZ 85014 PHONE: (602) 285-4891 FAX: (602) 264-0928

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER _____ DATE _____

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

INDEX

1 ~ COVER SHEET
2 ~ STREET LIGHT LAYOUT
3 ~ PHOTOMETRICS

SUNRISE - PARCEL C
COVER SHEET
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

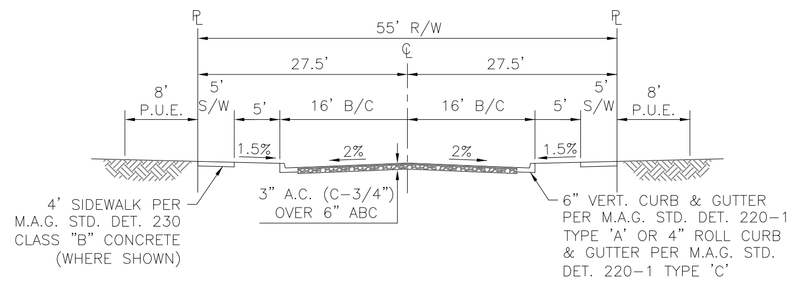
Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 1 OF 3

GTR Contact: Doug Horning
GTR Project #:19SP2316

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19



TYPICAL LOCAL STREET
N.T.S.

SUNRISE - PARCEL C
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

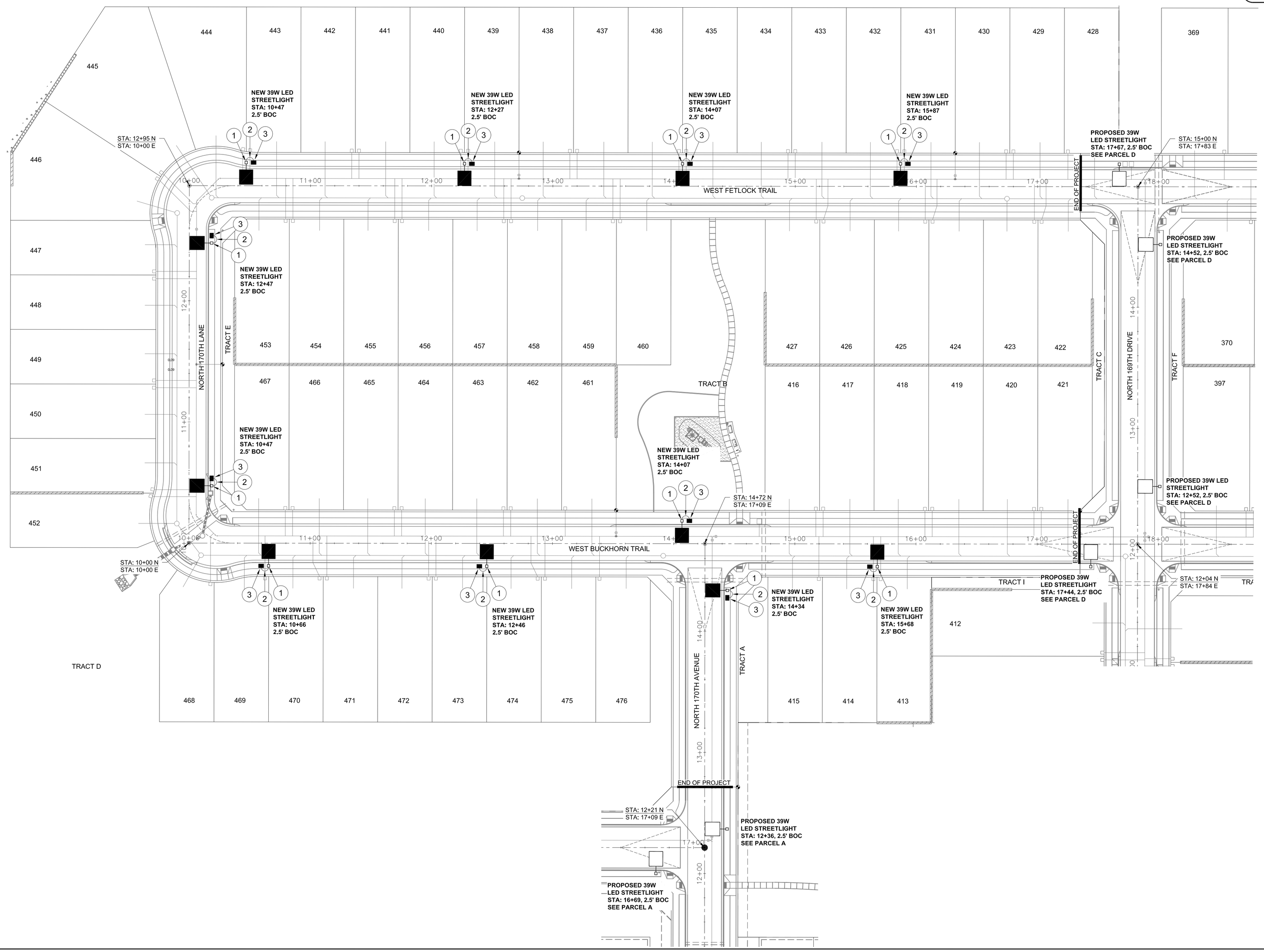
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EXISTING / FUTURE / PROPOSED DOUBLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

FIRE HYDRANT LOCATION PER CIVIL PLANS



PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL C
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 11-05-19

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 2 OF 3

GTR Contact: Doug Horning

GTR Project #: 19SP2316

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL C
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

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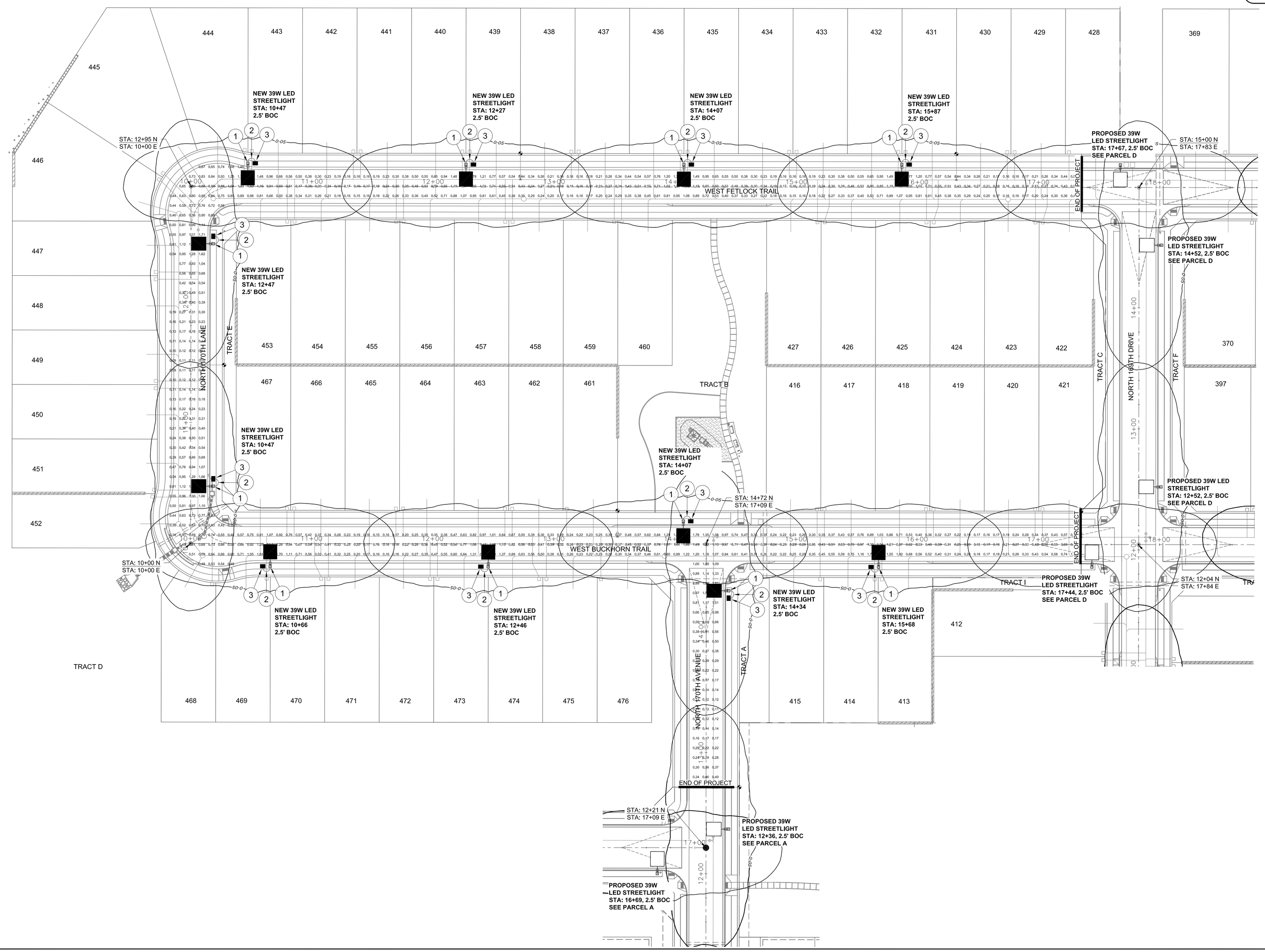
FIRE HYDRANT LOCATION PER CIVIL PLANS

PHOTOMETRIC STUDY

GE LIGHTING SOLUTIONS ERL1_05B330_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17040524 17040525 17040526 17040722 17040723 17040724
lamp(s): LEDs 757G-V1
candela file 'erl1_05b330_____-120-277v_tcm201-129086.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 11, number luminaires= 11
kw all locations

PARCEL C
1525 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.55
Maximum	2.18
Minimum	0.08
Avg:Min	6.89
Max:Min	27.25
Coef Var	0.78
UnifGrad	2.62



PROJECT NORTH

0' 20' 40' 60' 80'

SCALE: 1"=40'

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL C
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD State Arizona 11-05-19 Expires 9/30/2020

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 3 OF 3

GTR Contact: Doug Horning
GTR Project #: 19SP2316

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL D
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

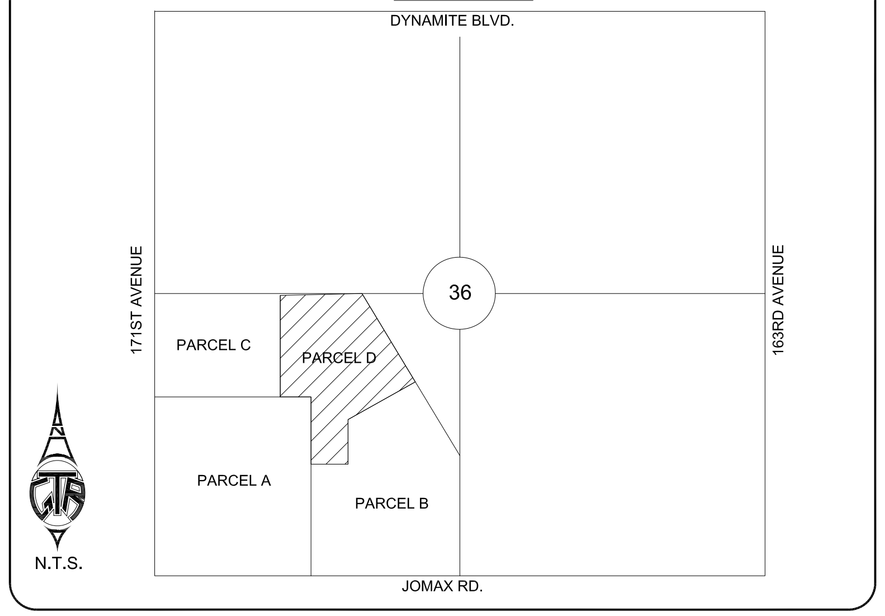
CITY OF SURPRISE NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAW (ARTIZONA REVISED STATUTES TITLE 40,CHAPTOR 2, ARTICLE 6-3, SECTION 40-360-21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIALING 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
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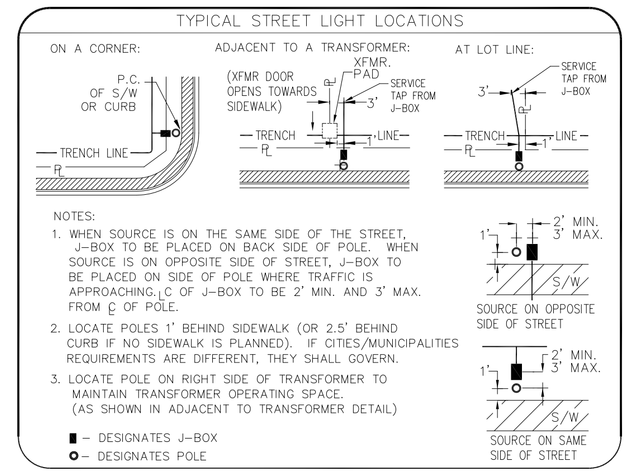
VICINITY MAP



DETAILS AND LEGEND FOR STREETLIGHTS:

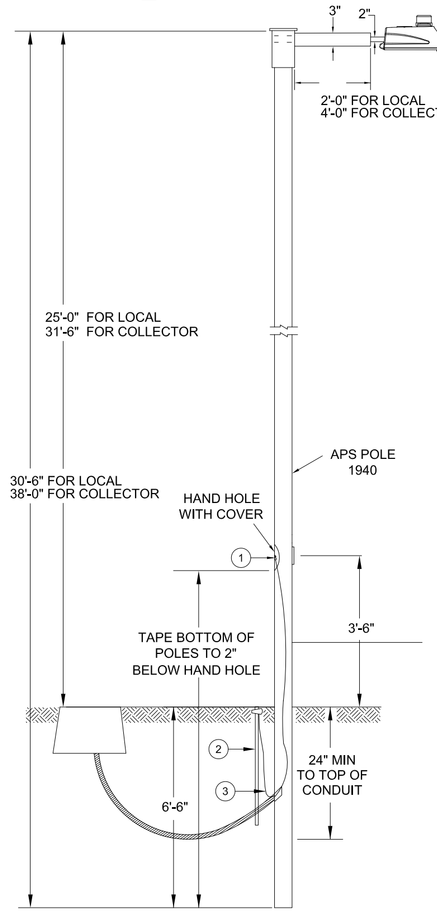
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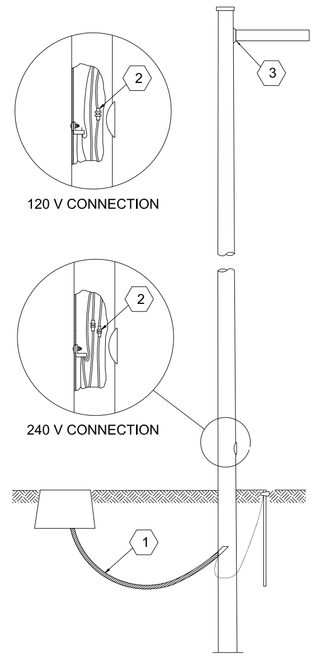
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2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



(2) (APS 8130) DETAIL 2

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1

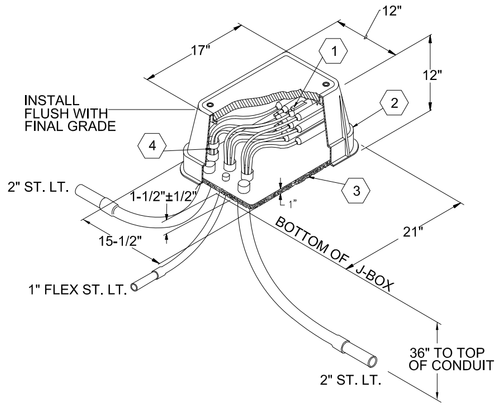
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



(3) (APS 8655) DETAIL 3

TO BE USED IN CONJUNCTION WITH LED STREET LIGHTS AS SHOWN IN DETAILS #1

1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



** **POLE INSTALLATION NOTE:**
1. WHEN THE POLE IS LOCATED BEHIND THE SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED. IT IS MEASURED FROM THE BACK OF A SIDEWALK TO FRONT EDGE OF THE POLE.
2. WHEN THE POLE IS LOCATED BEHIND THE CURB WITH A DETACHED SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED FROM THE SIDEWALK. IT IS MEASURED FROM THE FRONT OF A SIDEWALK TO BACK EDGE OF THE POLE.

UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	07-09-19
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	07-09-19
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	07-09-19
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	07-09-19

* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	CCT	PHOTOMETRIC	LUMINAIRE SPECIFICATIONS
(1)	■	LOCAL	20	25'-0"	30'-6"	2'-0"	4,900	LED	39W	PER APS	3000K	TYPE II (19) TYPE IV (1)	GE EVOLVE ERL1005B330ADKBZLR (TYPE II) ERL1005D330ADKBZLR (TYPE IV)
		ITEM DESCRIPTION											
(2)	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
(3)	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

** **LED NOTE:**
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

OWNER / DEVELOPER	ELECTRICAL ENGINEER	CIVIL ENGINEER
METRO OASIS, LLLP 17700 N. PACESETTER WAY, 100 SCOTTSDALE, AZ 85255 CONTACT: TIM BRISLIN PHONE: (480) 348-1118	GTR ENGINEERING 2340 W. PARKSIDE LANE, H-109 PHOENIX, AZ 85027 PHONE: (602) 241-1144 FAX: (602) 241-1147	COE & VAN LOO, INC. 4550 N. 12TH STREET PHOENIX, AZ 85014 PHONE: (602) 285-4891 FAX: (602) 264-0928

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER _____ DATE _____

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

INDEX

1 ~ COVER SHEET
2 ~ STREET LIGHT LAYOUT
3 ~ STREET LIGHT LAYOUT
4 ~ PHOTOMETRICS
5 ~ PHOTOMETRICS

SUNRISE - PARCEL D
COVER SHEET
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM
Registered Professional Engineer (Electrical)
CERTIFICATE NO. 29352
JADE GOULD
Date Signed 11-05-19

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 1 OF 5

GTR Contact: Doug Horning
GTR Project #:19SP2317

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL D
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

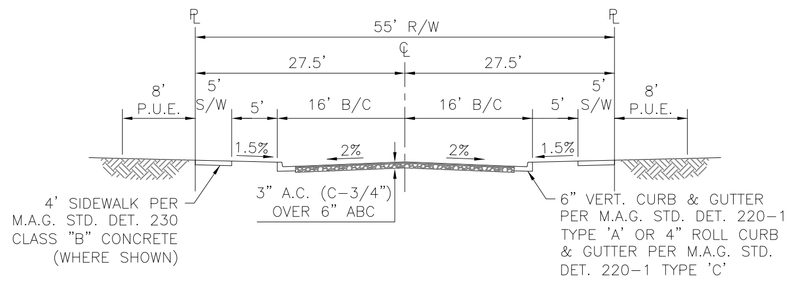
DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK.
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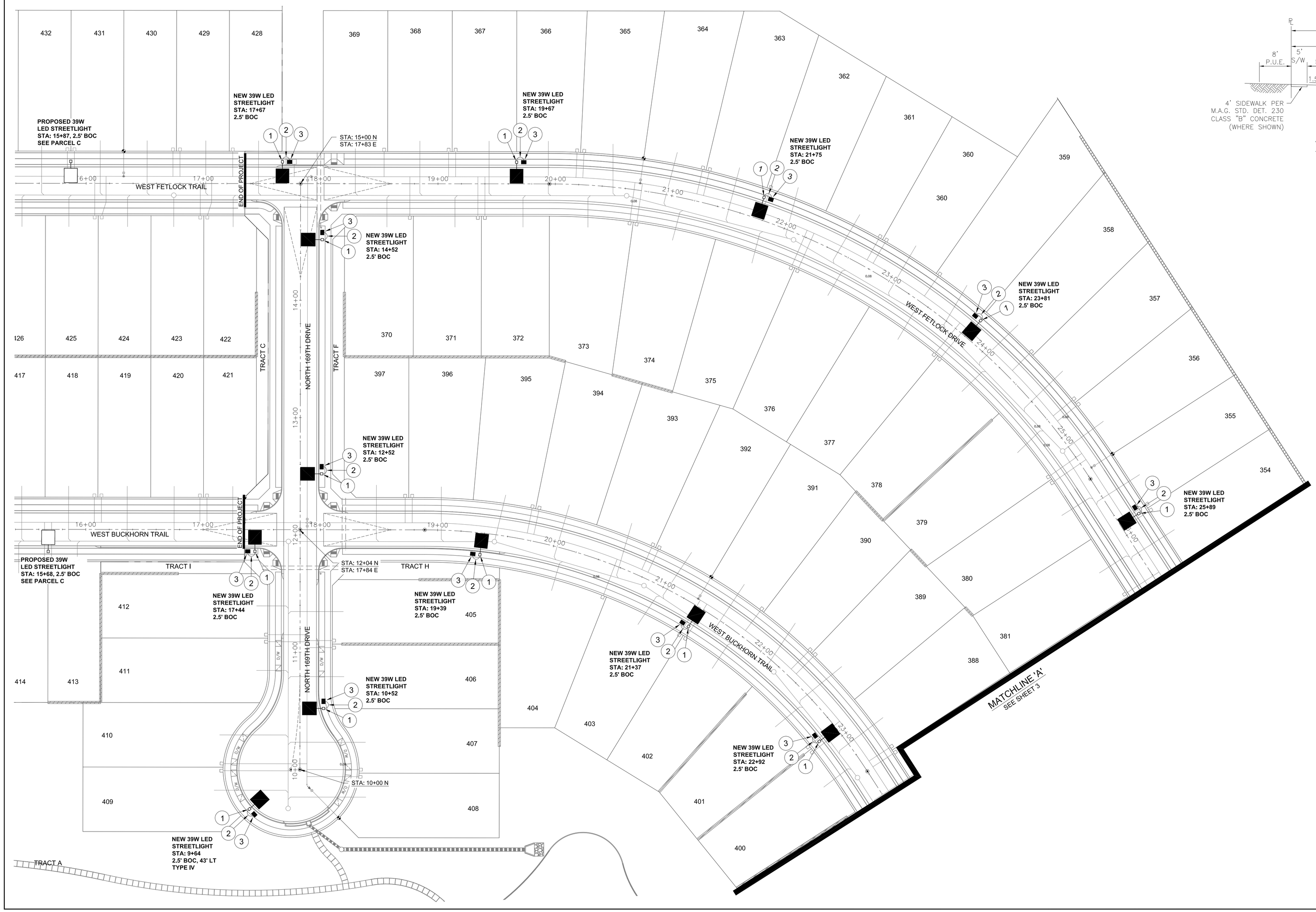
EXISTING / FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

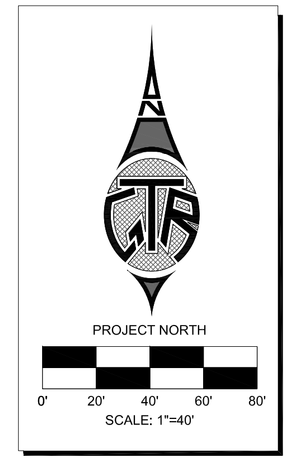
EXISTING / FUTURE / PROPOSED DOUBLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

FIRE HYDRANT LOCATION PER CIVIL PLANS



TYPICAL LOCAL STREET
N.T.S.





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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL D
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO. 29352
JADE GOULD
Date Signed 11-05-19

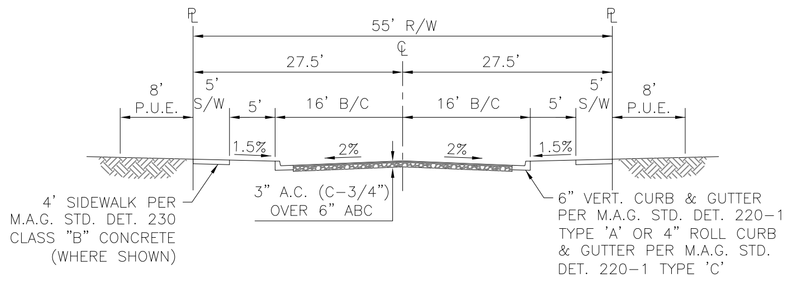
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SHEET 2 OF 5

GTR Contact: Doug Horning

GTR Project #: 19SP2317

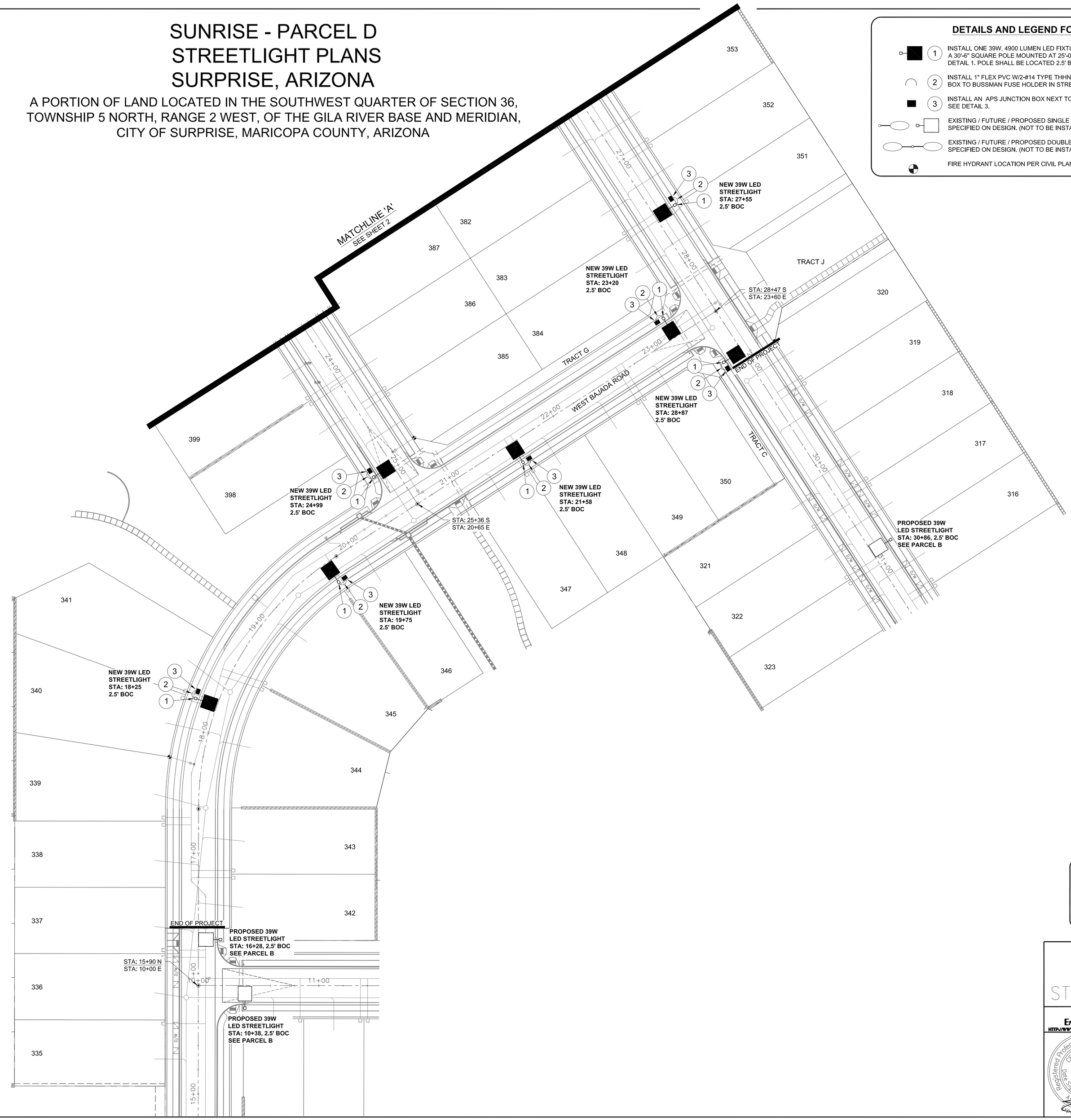
Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19



TYPICAL LOCAL STREET
N.T.S.

SUNRISE - PARCEL D
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



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FIRE HYDRANT LOCATION PER CIVIL PLANS

PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL D
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
29352
JADE GOULD
Date Signed 11-05-19
Expires 9/30/20

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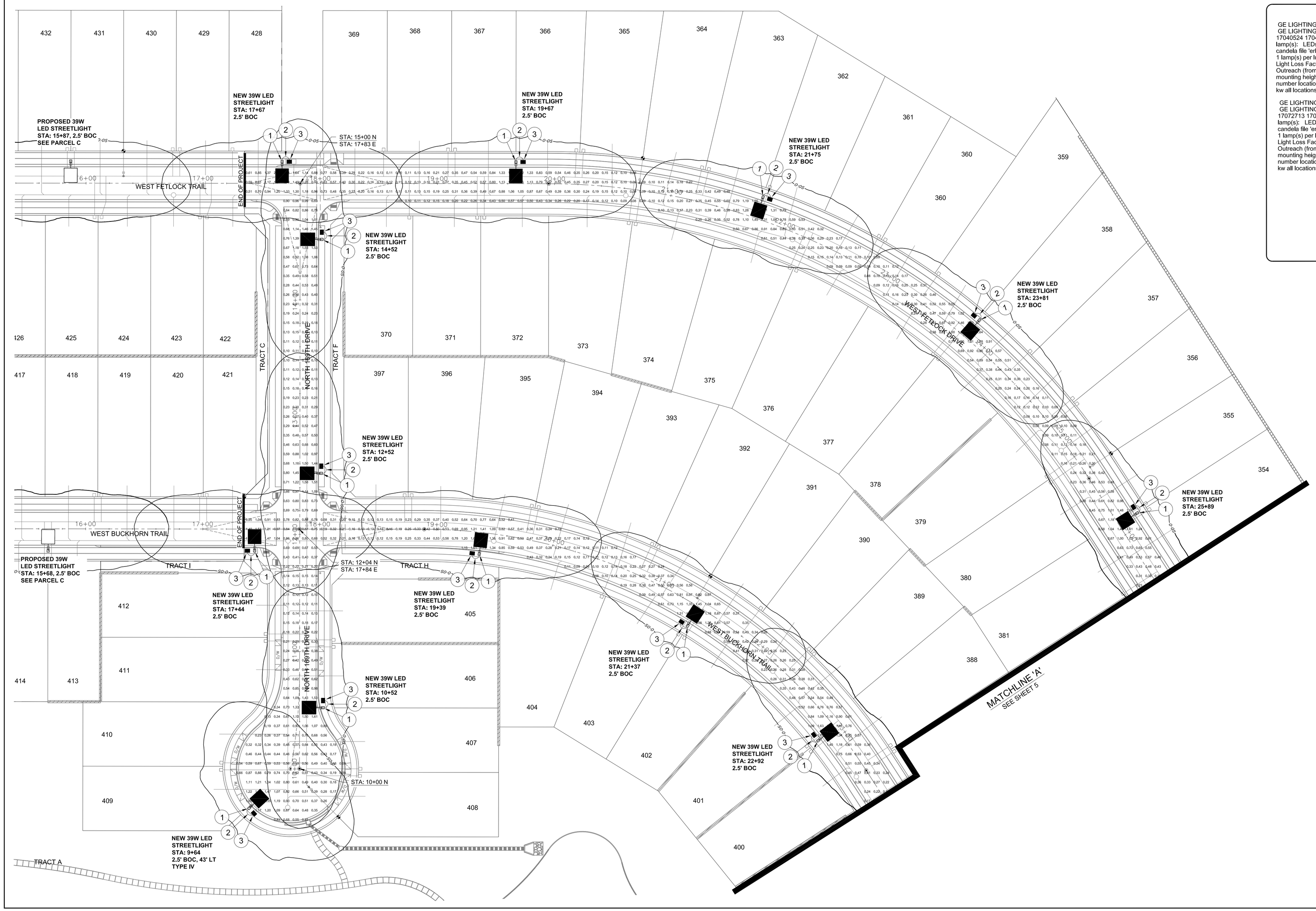
SHEET 3 OF 5

GTR Contact: Doug Horning
GTR Project #: 19SP2317

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL D
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
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FIRE HYDRANT LOCATION PER CIVIL PLANS

PHOTOMETRIC STUDY

GE LIGHTING SOLUTIONS ERL1_05B330_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
17040524 17040525 17040526 17040722 17040723 17040724
lamp(s): LEDs 757G-V1
candela file 'erl1_05b330_____-120-277v_tcm201-129086.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 19, number luminaires= 19
kw all locations

GE LIGHTING SOLUTIONS ERL1_05D330_____-120-277V
GE LIGHTING SOLUTIONS-HENDERSONVILLE NC USA test report no.
17072713 17072714 17072715
lamp(s): LEDs 757G-V1
candela file 'erl1_05d330_____-120-277v_tcm201-129098.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 1, number luminaires= 1
kw all locations

PARCEL D
777 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.56
Maximum	2.20
Minimum	0.09
Avg:Min	6.26
Max:Min	24.44
Coef Var	0.75
UnifGrad	1.84

PROJECT NORTH

0' 20' 40' 60' 80'

SCALE: 1"=40'

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL D
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
Certificate No. 29352 JADE GOULD
Date Signed 11-05-19
Expires 9/30/20

NO.	REVISIONS	BY	DATE
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SHEET 4 OF 5

GTR Contact: Doug Horning

GTR Project #: 19SP2317

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

SUNRISE - PARCEL D
STREETLIGHT PLANS
SURPRISE, ARIZONA

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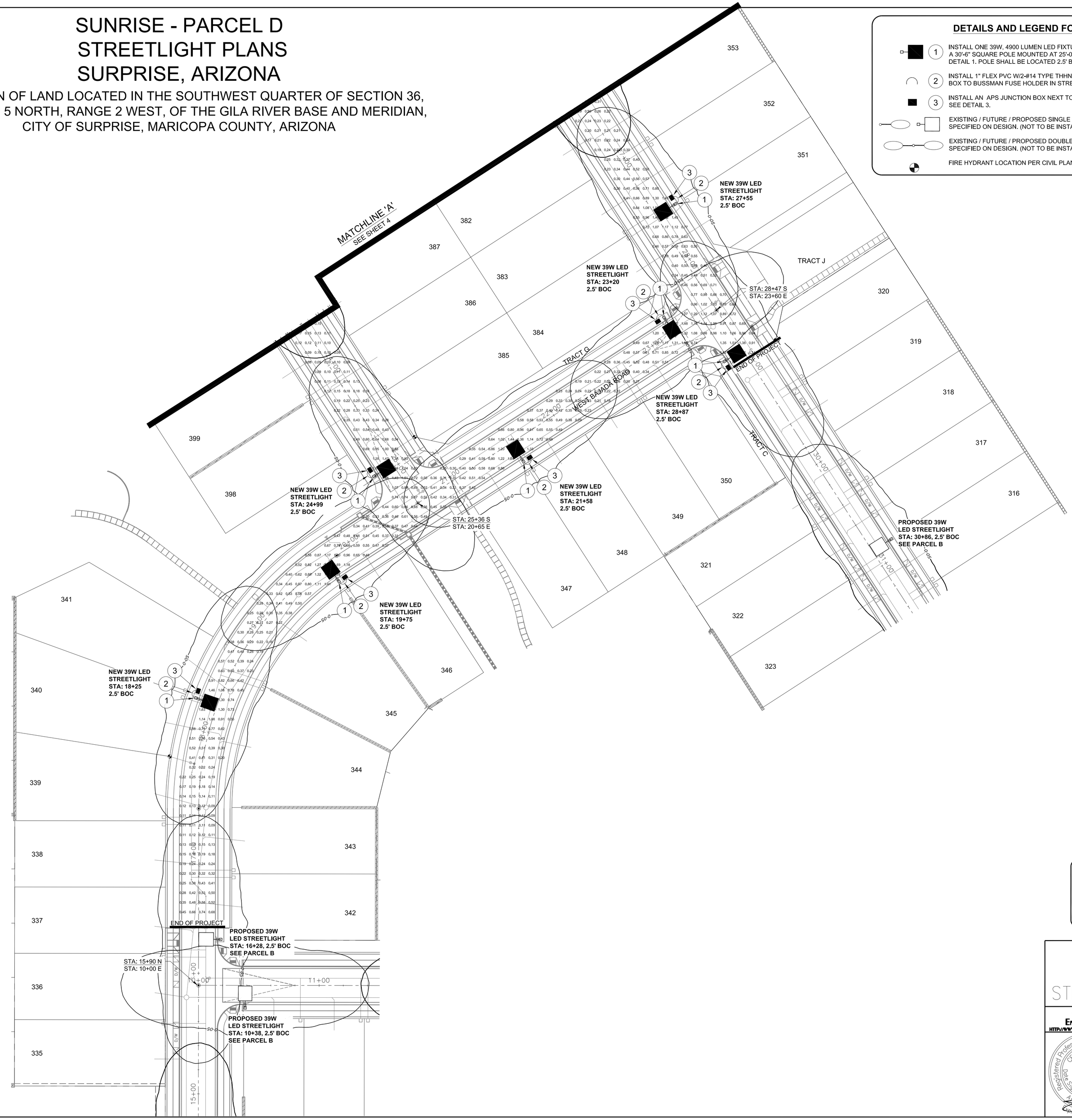
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FIRE HYDRANT LOCATION PER CIVIL PLANS



PROJECT NORTH

0' 20' 40' 60' 80'

SCALE: 1"=40'

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SUNRISE - PARCEL A
PHOTOMETRICS
STREET LIGHT PLANS

GTR ENGINEERING
HTTP://WWW.GTRENGINEERING.COM

Registered Professional Engineer (Electrical) Certificate No. 29352 JADE GOULD Date Signed 11-05-19 Expires 9/30/20

NO.	REVISIONS	BY	DATE
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SHEET 5 OF 5

GTR Contact: Doug Horning
GTR Project #: 19SP2317

Designed By:	DDH	07-09-19
Drawn By:	DDH	07-09-19
Reviewed By:	JG	07-09-19

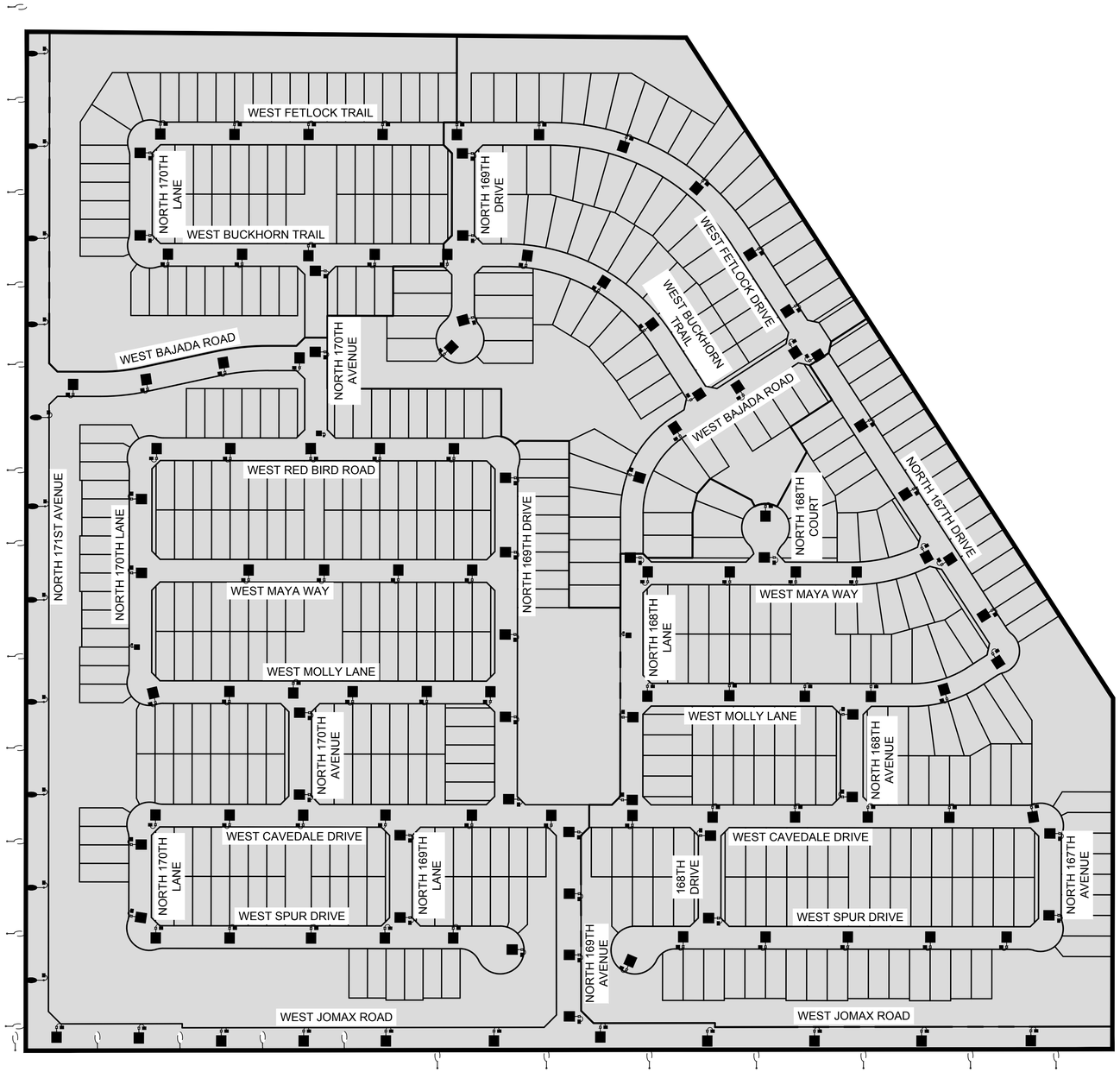
STREET LIGHTS

ONSITE STREET LIGHT POLE (PROPOSED)
143 POLES (ESTIMATED)
- ACTUAL POLE NUMBERS MAY VARY ±10%

OFFSITE STREET LIGHT POLE (PROPOSED)
11 POLES (ESTIMATED)

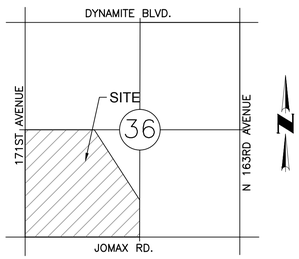
OFFSITE STREET LIGHT POLE (EXISTING)

SLID BOUNDARY



150' 75' 0 150'

SCALE: 1" = 100'



VICINITY MAP
(NOT-TO-SCALE)

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
(602) 264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

SUNRISE PARCELS A, B, C & D

PRELIMINARY STREET LIGHT PLAN

SUNRISE
SUPRISE, ARIZONA

Registered Professional Engineer
65936
PARKER
FROEHLICH--PASQUZZI
Date Signed
ARIZONA, U.S.A.
Expires 3-31-2021

SHEET 1 OF 1

CVL Contact: P. FROEHLICH
CVL Project #: 1-01-02982-01

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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

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

Agenda Wording:
Consideration and action declaring the City's intent to enlarge an existing lighting improvement district known as "City of Surprise, Arizona, SU-Fulton Homes at Escalante 154" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution No. 2020-87.

Motion:
I move to approve Resolution # 2020-87.

Background:
SU-Fulton Homes at Escalante was formed March 5, 2019 (Resolution 2019-06). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 179 (estimated) new lights are proposed within this enlargement which are local and collector roads and will be billed to the Fulton Homes at Escalante 154 SLID.

Objective Analysis:
A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:
Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is

consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the ratio of the new lights to existing lights is very small.

Budget Impact:

This is an enlargement of an existing SLID, therefore no impact to the budget is anticipated. A separate fund for this District is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 FS19-590 Res 2020-87 Escalante SLID Enlargement-final-
2. 02 FS19-590 Escalante SLID Petition - Approved
3. 03 FS19-590 Escalante Ph 1 Street Light Plans Approved
4. 03 FS19-724 - Escalante Par 6 Street Light Plans Apprvd
5. 03 FS19-726 - Escalante Par 7 Street Light Plans Apprvd
6. 04 FS19-590 Excalanate Council Map

RESOLUTION # 2020-87

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA *SU-FULTON HOMES AT ESCALANTE 154* AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on *February 5, 2019* the Mayor and City Council of the City of Surprise adopted Resolution No. 2019-06, ordering the formation of the City of Surprise, Arizona *SU-Fulton Homes at Escalante 154* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID"), when proper notice has been given to the owners of real property that will be added to the SLID;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to order the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this Resolution, with such boundaries as shown in the map in Exhibit B to this Resolution;

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement*. The City of Surprise, Arizona *SU-Fulton Homes at Escalante 154* shall be enlarged by the addition of the property legally described in Exhibit A and shown in the map in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2021/2022 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

ESCALANTE
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A portion of land lying within Section 7, Township 4 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa, Arizona, being more particularly described as follows:

Commencing at the South Quarter corner of said Section 7, being a 3" BLM brass cap, from which point the Southeast corner of said Section 7, being an aluminum cap (LS 8902), bears S 89°38'52" E, 2634.93 feet;

Thence S 89°38'52" E, 533.54 feet along the south line of the Southeast Quarter of said Section 7, to the **POINT OF BEGINNING**;

Thence N 00°21'39" E, 786.48 feet;

Thence N 00°12'16" W, 36.17 feet;

Thence N 02°23'34" W, 113.41 feet;

Thence N 05°43'43" W, 113.45 feet;

Thence N 09°33'40" W, 143.86 feet to a non-tangent curve, concave to the south, having a radius of 480.00 feet, the center of which bears S 08°07'51" E;

Thence southwesterly along said curve, through a central angle of 01°04'45", and an arc length of 9.04 feet to a non-tangent line;

Thence N 09°27'10" W, 39.94 feet;

Thence N 14°31'26" W, 108.72 feet;

Thence N 17°40'11" W, 105.57 feet;

Thence N 20°49'00" W, 105.33 feet;

Thence N 23°56'19" W, 105.61 feet;

Thence N 27°04'20" W, 105.49 feet;

Thence N 30°10'41" W, 105.48 feet;

Thence N 33°20'42" W, 105.47 feet;

Thence N 36°30'31" W, 106.11 feet;

Thence N 33°13'12" W, 121.34 feet;

Thence N 23°35'26" W, 148.04 feet;

Thence N 07°54'47" W, 151.35 feet;

Thence N 00°15'23" E, 60.09 feet;

Thence N 89°38'19" W, 19.82 feet;

Thence N 00°03'41" W, 164.35 feet;

Thence N 45°02'20" E, 56.36 feet;

Thence S 89°42'09" E, 1315.22 feet;

Thence N 00°09'18" W, 659.40 feet along the west line of GLO Lot 8;

Thence N 00°10'09" W, 659.47 feet along the west line of GLO Lot 7;

Thence S 89°41'42" E, 328.83 feet along the north line of GLO Lot 7;

Thence S 89°45'32" E, 328.34 feet along the north line of GLO Lot 6;

Thence S 89°44'41" E, 656.94 feet along the north line of GLO Lot 5;

Thence S 00°12'09" E, 659.85 feet along the east line of GLO Lot 5;

Thence S 00°13'50" E, 659.68 feet along the east line of GLO Lot 9;

Thence S 00°12'27" E, 2638.92 feet along the east line of the Southeast Quarter of Section 7;

Thence N 89°38'52" W, 2101.38 feet along the south line of said Southeast Quarter, to the **POINT OF BEGINNING**.

Said portion of land containing 7764410 square feet, or 178.2463 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.

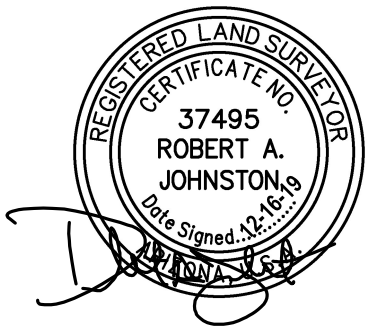
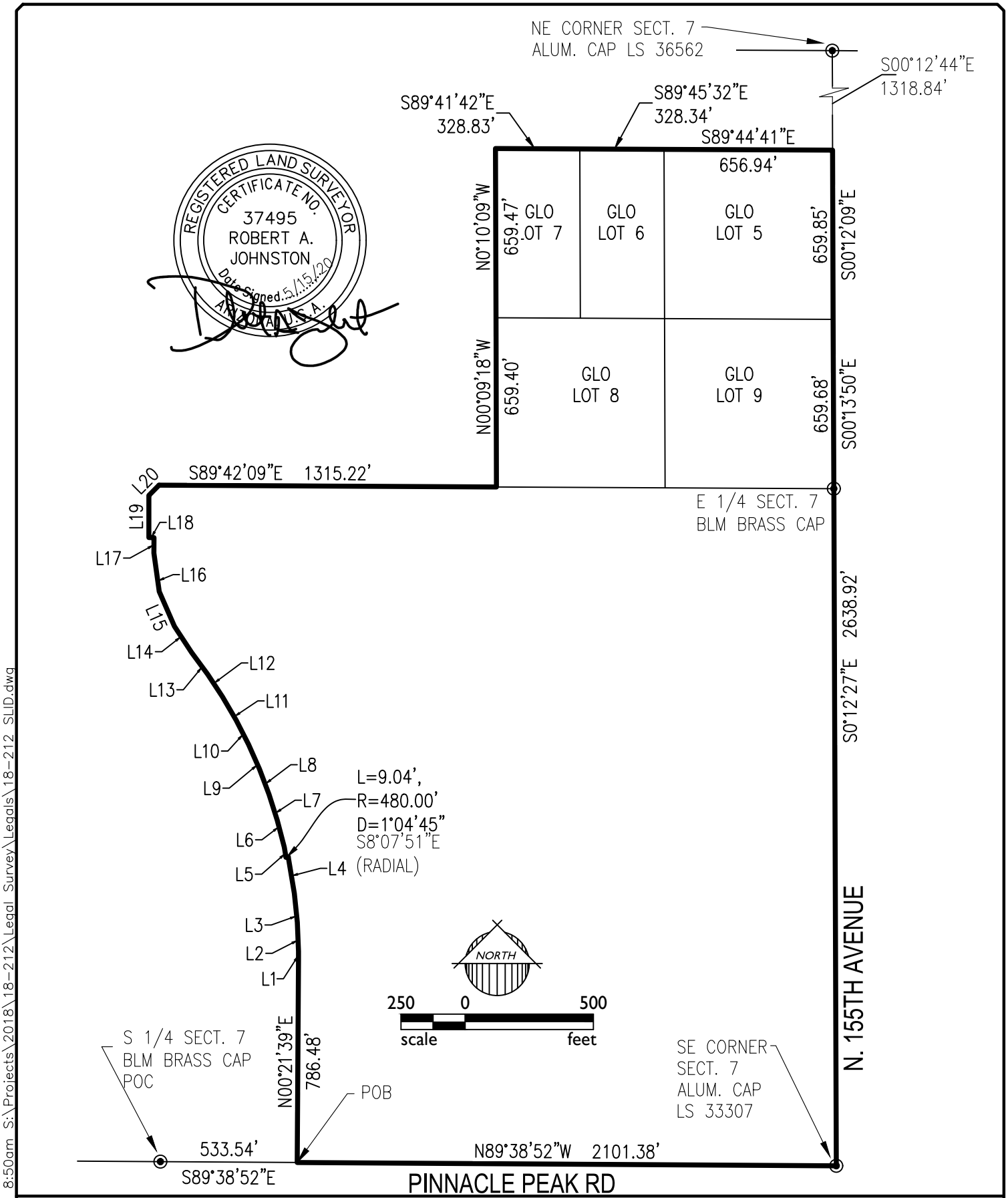


EXHIBIT B

Map



18-212

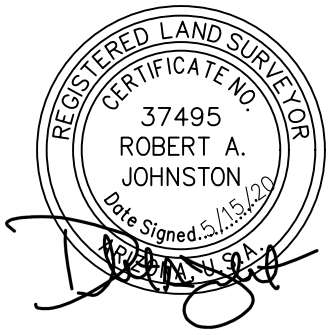
STREET LIGHT IMPROVEMENT EXHIBIT

ESCALANTE

EPS GROUP
1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

May 15, 2020 8:50am S:\Projects\2018\18-212\Legal Survey\Legals\18-212 SLID.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°12'16"W	36.17'
L2	N02°23'34"W	113.41'
L3	N05°43'43"W	113.45'
L4	N09°33'40"W	143.86'
L5	N09°27'10"W	39.94'
L6	N14°31'26"W	108.72'
L7	N17°40'11"W	105.57'
L8	N20°49'00"W	105.33'
L9	N23°56'19"W	105.61'
L10	N27°04'20"W	105.49'
L11	N30°10'41"W	105.48'
L12	N33°20'42"W	105.47'
L13	N36°30'31"W	106.11'
L14	N33°13'12"W	121.34'
L15	N23°35'26"W	148.04'
L16	N07°54'47"W	151.35'
L17	N00°15'23"E	60.09'
L18	N89°38'19"W	19.82'
L19	N00°03'41"W	164.35'
L20	N45°02'20"E	56.36'



May 15, 2020 8:50am S:\Projects\2018\18-212\Legal Survey\Legals\18-212 SLID.dwg

18-212

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STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in **Exhibit A** with such boundaries as shown in the map in **Exhibit B** attached hereto. This petition includes a charge for maintaining the lighting facilities.

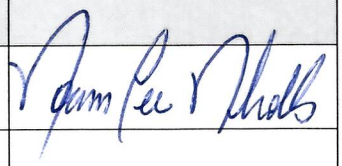
It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to enlarge the existing District, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the existing street light improvements district to be enlarged:
SU-Fulton Homes at Escalante154

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Fulton Homes Corporation (Norman L. Nicholls – President)	N/A	503-56-002R 503-56-005C	

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	$21.63	$7.59
	4,796 LED	75	26	$17.38	$6.46
	5,003 LED	100	35	$23.45	$8.71
	5,904 LED	100	35	$23.03	$8.60
	6000 IND	85	29	$19.24	$5.14
B. Architectural	6,200 IND	85	29	$10.13	$3.93
	8,400 IND	100	34	$10.69	$4.36
	10,200 IND	120	41	$11.75	$4.99
	13,000 IND	150	52	$12.98	$5.93
	20,500 IND	200	69	$14.78	$7.37
	22,500 IND	265	91	$17.63	$9.28
	3,300 LED	43	15	$10.24	$3.79
	3,800 LED	32	12	$7.73	$2.92
	3,900 LED	32	12	$9.96	$3.51
	4,050 LED	63	22	$18.63	$6.52
	4,100 LED	45	16	$10.34	$3.89
	4,800 LED	41	15	$8.27	$3.27
	5,000 LED	41	15	$9.61	$3.62

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
	5,100 LED	60	21	$10.18	$4.19
	5,300 LED	67	24	$10.47	$4.48
	5,800 LED	94	32	$17.81	$5.16
	5,890 LED	89	31	$20.56	$7.66
	6,000 LED	62	22	$18.63	$6.52
	6,000 LED	67	24	$19.89	$6.99
	6,400 LED	89	31	$17.89	$5.10
	6,810 LED	101	35	$18.89	$7.50
	7,100 LED	62	22	$19.70	$6.80
	7,400 LED	127	44	$20.42	$6.34
	7,500 LED	73	26	$20.08	$7.18
	7,700 LED	86	30	$18.41	$7.02
	8,200 LED	88	31	$10.45	$4.97
	8,200 LED	95	33	$11.87	$5.48
	8,300 LED	72	25	$17.93	$6.54
	8,300 LED	106	37	$12.45	$5.91
	8,500 LED	88	31	$11.69	$5.30
	9,020 LED	139	48	$22.94	$9.47
	9,200 LED	139	48	$25.60	$7.30
	9,900 LED	130	45	$13.82	$6.84
	10,000 LED	93	32	$21.43	$7.96
	10,000 LED	113	39	$13.26	$6.28
	10,600 LED	126	44	$22.56	$9.09
	11,100 LED	108	38	$12.76	$6.07
	11,500 LED	108	38	$13.16	$6.18
	12,300 LED	203	70	$25.48	$8.85
	12,900 LED	119	41	$22.31	$8.82
	13,260 LED	202	70	$27.11	$12.12
	13,620 LED	202	70	$28.49	$9.24
	14,000 LED	171	59	$26.07	$11.08
	15,000 LED	136	47	$24.93	$9.94
	15,400 LED	144	50	$25.21	$10.22
	18,300 LED	162	56	$16.13	$8.22
	19,200 LED	257	89	$26.87	$13.38
	20,000 LED	258	89	$26.87	$13.38
	20,300 LED	193	67	$17.17	$9.26
	21,000 LED	193	67	$24.77	$11.28
C. Cobra	6,200 IND	75	26	$10.54	$3.77
	6,400 IND	85	29	$8.97	$3.78
	8,000 IND	88	30	$10.47	$4.04
	8,400 IND	100	34	$9.70	$4.24
	10,200 IND	120	41	$10.44	$4.81

					CHARGES	
		Lumen	Watts	kWh	Investment by Company	Investment by Others
C. Cobra		13,000 IND	150	52	$11.50	$5.73
		15,250 IND	200	69	$13.86	$7.25
		22,500 IND	250	86	$18.55	$9.06
	Gray/Bronz	3,500 IND	55	19	$10.50	$3.27
		6,000 LED	95	33	$17.05	$5.13
		8,700 LED	142	49	$19.17	$6.53
		9,600 LED	157	54	$20.40	$7.04
		11,600 B-LED	181	62	$19.03	$7.44
	Gray/Bronz	3,300 LED	43	15	$9.00	$2.79
	Gray/Bronz	5,300 LED	67	23	$10.45	$3.54
	Gray/Bronz	8,300 LED	106	37	$13.55	$4.94
	Gray/Bronz	10,500 LED	130	45	$15.08	$5.69
	Gray/Bronz	20,000 LED	258	89	$26.21	$10.27
D. Decorative Transit		5,300 LED	75	26	$28.44	$6.12
		8,300 LED	100	34	$30.45	$6.97
		8,147 LED	75	26	$35.76	$11.36
		9,522 LED	100	35	$36.14	$12.09
		10,500 LED	150	52	$32.69	$8.52
		14,896 LED	150	52	$39.98	$14.29
	Double	8,147 LED	75	26	$64.74	$18.96
	Double	9,522 LED	100	35	$64.67	$19.58
	Double	14,896 LED	100	52	$70.67	$22.32
	Copper	6,000 IND	85	29	$18.87	$5.09
	Gray/Black	8,000 IND	88	30	$14.86	$4.62
	Gray/Black	4,350 LED	86	30	$13.48	$4.44
E. Flood		14,470 LED	148	51	$23.93	$9.95
		16,000 LED	125	43	$23.17	$9.19
F. Pendant		8,678 LED	75	26	$26.36	$8.85
		13,964 LED	100	35	$27.84	$9.88
G. Post Top		4,350 LED	86	30	$13.43	$5.69
		6,400 LED	30	30	$13.43	$5.69
		6,600 LED	83	29	$13.33	$5.59
H. Roadway		3,300 LED	43	15	$9.46	$3.58
		3,800 LED	32	12	$7.24	$2.79
		3,900 LED	32	12	$9.18	$3.30
		4,100 LED	45	16	$9.56	$3.68
		4,800 LED	41	15	$7.76	$3.13
		5,000 LED	41	15	$9.12	$3.49
		5,100 LED	60	21	$9.69	$4.06
		5,300 LED	67	24	$9.98	$4.35
		8,200 LED	88	31	$9.72	$4.77

	8,200 LED	95	33	$11.36	$5.34
	8,300 LED	106	37	$11.74	$5.72
	8,500 LED	88	31	$11.18	$5.16
	9,900 LED	130	45	$13.31	$6.70
	10,000 LED	113	39	$12.75	$6.14
	11,100 LED	108	38	$12.03	$5.88
	11,500 LED	108	38	$12.65	$6.04
	18,300 LED	162	56	$15.23	$7.98
	19,200 LED	257	89	$19.11	$11.32
	20,000 LED	258	89	$19.11	$11.32
	20,300 LED	193	67	$16.27	$9.02
	21,000 LED	193	67	$17.01	$9.22

FROZEN	4,000 INC	295	103	$10.54	$5.89
	7,000 MV	175	73	$13.65	$7.83
	11,000 MV	250	96	$17.09	$10.43
	20,000 MV	400	150	$26.84	$15.21
FROZEN ACORN	9,500 HPS	100	41	$29.14	$9.93
	16,000 HPS	150	69	$32.35	$12.55
FROZEN ARCHITECTURAL	9,500 HPS	100	41	$16.56	$7.90
	16,000 HPS	150	69	$19.77	$19.34
	30,000 HPS	250	99	$22.95	$13.57
	50,000 HPS	400	153	$28.32	$19.53
	14,000 MH	175	72	$23.17	$12.70
	21,000 MH	250	101	$26.31	$15.66
	36,000 MH	400	159	$32.89	$21.54
	8,000 LPS	55	30	$24.08	$10.58
	13,500 LPS	90	50	$28.39	$12.76
	22,500 LPS	135	72	$32.43	$15.56
	33,000 LPS	180	90	$39.01	$18.33
FROZEN COBRA ROADWAY	5,800 HPS	70	29	$9.40	$5.56
	9,500 HPS	100	41	$11.07	$6.81
	16,000 HPS	150	69	$13.86	$9.50
	30,000 HPS	250	99	$16.72	$12.35
FROZEN COBRA ROADWAY	50,000 HPS	400	153	$22.69	$17.63
	14,000 MH	175	72	$16.12	$10.99
	21,000 MH	250	101	$18.84	$13.67
	36,000 MH	400	159	$24.81	$18.99
	8,000 FL	100	38	$18.53	$5.43
FROZEN DECORATIVE TRANSIT	9,500 HPS	100	41	$39.95	$11.96
	16,000 HPS	150	69	$39.72	$13.36
	30,000 HPS	250	99	$45.74	$17.26
FROZEN FLOOD	30,000 HPS	250	99	$22.20	$13.79
	50,000 HPS	400	153	$27.53	$19.14
	21,000 MH	250	101	$23.69	$14.58
	36,000 MH	400	159	$28.89	$19.76
FROZEN Colonial Gray	8,000 FL	100	38	$19.97	$5.64

FROZEN

POST TOP	Colonial Gray	9,500 HPS	100	41	$11.42	$7.16
	Colonial Black	9,500 HPS	100	41	$13.15	$7.41
	Decorative	9,500 HPS	100	41	$34.97	$11.03

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.

2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.

3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.

4. HPS = High Pressure Sodium

5. MH = Metal Halide

6. LPS = Low Pressure Sodium

7. FL = Fluorescent

8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.

9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).

10. LED = Light Emitting Diode

11. IND = Induction

II. POLES

				CHARGES	
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	$13.11	$1.81
			22 ft.	$14.75	$2.03
			25 ft.	$15.97	$2.21
			30 ft.	$18.34	$2.52
			32 ft.	$19.27	$2.55
		2 Simplex Adapters	12 ft.	$13.98	$1.93
			22 ft.	$16.06	$2.22
			25 ft.	$16.75	$2.31
			30 ft.	$19.47	$2.68
			32 ft.	$20.77	$2.87
	Square Steel	5"	13 ft.	$15.03	$2.06
			15 ft.	$13.43	$1.85
			23 ft.	$15.93	$2.19
			25 ft.	$17.51	$2.41
			28 ft.	$19.44	$2.67
			32 ft.	$19.33	$2.66
	Concrete		12 ft.	$44.79	$6.17
	Fiberglass		12 ft.	$37.93	$5.22
	Decorative Transit	4"	16 ft.	$36.98	$5.10
	Decorative Transit	6"	30 ft.	$71.39	$9.83
	Hinged Poles	Square	15 ft.	$14.21	$1.16
		Round	19 ft.	$12.85	$1.05
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	$12.61	$1.73
			22 ft.	$14.26	$1.96
			25 ft.	$15.46	$2.13
			30 ft.	$17.85	$2.47
			32 ft.	$18.75	$2.58
		2 Simplex Adapters	12 ft.	$13.47	$1.85
			22 ft.	$15.05	$2.06
			25 ft.	$16.24	$2.23
			30 ft.	$18.97	$2.60
			32 ft.	$20.26	$2.79
		3 Bolt	32 ft.	$23.28	$3.20
	Square Steel	5"	13 ft.	$14.54	$2.01
			15 ft.	$14.86	$2.03
			23 ft.	$15.43	$2.13
			25 ft.	$17.02	$2.36
			28 ft.	$18.91	$2.60
			32 ft.	$19.63	$2.69

II POLES (cont)

				CHARGES	
			Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel		19 ft.	$19.84	$2.74
			30 ft.	$15.49	$2.87
			38 ft.	$18.90	$2.94
		Self	40 ft.	$23.28	$3.69
		Stepped	25 ft.	$53.55	$4.37
			32 ft.	$56.40	$4.60
			49 ft.	$70.00	$9.65
	Square Steel	4"	34 ft.	$17.09	$2.96
		5"	20 ft.	$16.23	$2.68
			30 ft.	$16.92	$2.79
			38 ft.	$18.36	$3.19
		8"	28 ft.	$30.64	$2.49
			32 ft.	$32.03	$2.62
	Decorative Transit		41 ft 6	$22.05	$3.24
	Decorative Transit		47 ft.	$27.47	$4.04
	Steel Distribution Pole (for lighting only)		35 ft.	$25.36	$3.34
D. Post Top	Decorative Transit Anchor Base		16 ft.	$37.77	$5.19
	Gray Steel/Fiberglass		23 ft.	$13.10	$2.15
	Black Steel		23 ft.	$14.44	$2.38
E. Existing distribution pole suitable for streetlight use				$1.59	--
F. FROZEN	Wood Poles		30 ft.	$9.64	$1.67
			35 ft.	$9.64	$1.59

FROZEN

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

			CHARGES	
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	$10.67	$1.47
		6 ft.	$12.73	$2.21
B. Pedestal		8 ft.	$14.59	$2.54
	For 32' Round Steel Pole only	4 ft. 6"	$10.12	$1.75

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

	CHARGE Company Owned
Underground Circuit Charges:	
a. Per foot of cable, installed under paving	$0.17000
b. Per foot of cable, not installed under paving	$0.06000

FROZEN

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type

Charge Type	Monthly Charge		Cost Inputs		PV Factor		Monthly Fixed Charge Rate
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x	1.518%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x	1.296%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%

Charge Type	Monthly Charge		kWh Input		$/kWh
6	Generation	=	kWh per month	x	0.06760
7	T&D, RCS, SB	=	kWh per month	x	0.02738

Step 2 Determination of Total Monthly Charge
The total monthly charge will be the summation of the charges for each applicable charge type

Equipment	Charge Type
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

TRIP CHARGE

A $100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. The Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.

3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.

4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.

5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

   a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.

FULTON HOMES ESCALANTE
PINNACLE PEAK RD & 163RD AVE
STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.

GENERAL ENGINEERING NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACEDIN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	6/21/2019
CENTURY LINK	6/21/2019
COX COMMUNICATIONS	6/21/2019
COS WATER	6/21/2019
SOUTHWEST GAS	6/21/2019

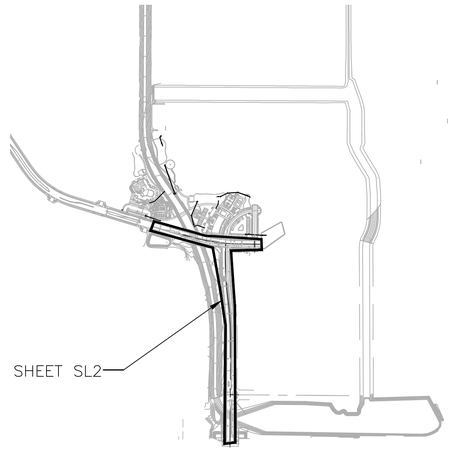
NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

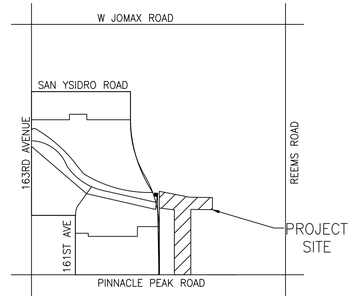
LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



NORTH

KEY MAP
N.T.S.



VICINITY MAP
NOT TO SCALE

NORTH

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS & PHOTOMETRICS	SL3
PHOTOMETRICS	SL4

CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER **DATE**

STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					APS STANDARD CODE NO.
					POLE LENGTH	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE	
(1)		COLLECTOR	PER PLANS	15	38'-0"	DIRECT BURY	4'-0"	31.5'	8,200	88W	TYPE II	ARCHITECTURAL (SHOEBOX)	8030.S4
(2)		COLLECTOR	PER PLANS	3	38'-0"	DIRECT BURY	4'-0"	31.5'	8,200	88W	TYPE II	ARCHITECTURAL (SHOEBOX)	8030.D4
(4)		LOCAL	PER PLANS	1	34'-0"	DIRECT BURY	2'-0"	28'	4,800	41W	TYPE II	ARCHITECTURAL (SHOEBOX)	8030.S2

*PER UTILITY COMPANY REQUIREMENTS

ELECTRICAL ENGINEER
WRIGHT ENGINEERING CORPORATION
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CIVIL ENGINEER
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
PHONE: (480) 503-2250
CONTACT: JOHN MCGHEE, P.E.

OWNER
MERITAGE HOMES
8800 E RAINTREE DR, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480) 515-8251
CONTACT: JASON JARVIS

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS BEFORE YOU DIG
Dial 811 or 602-263-1100
1-800-STAKE-IT (OUTSIDE MARICOPA COUNTY)

WRIGHT ENGINEERING PROJECT NO: 19083
DESIGN BY: JZH
DRAWN BY: WEH
CHECKED BY: WTW

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

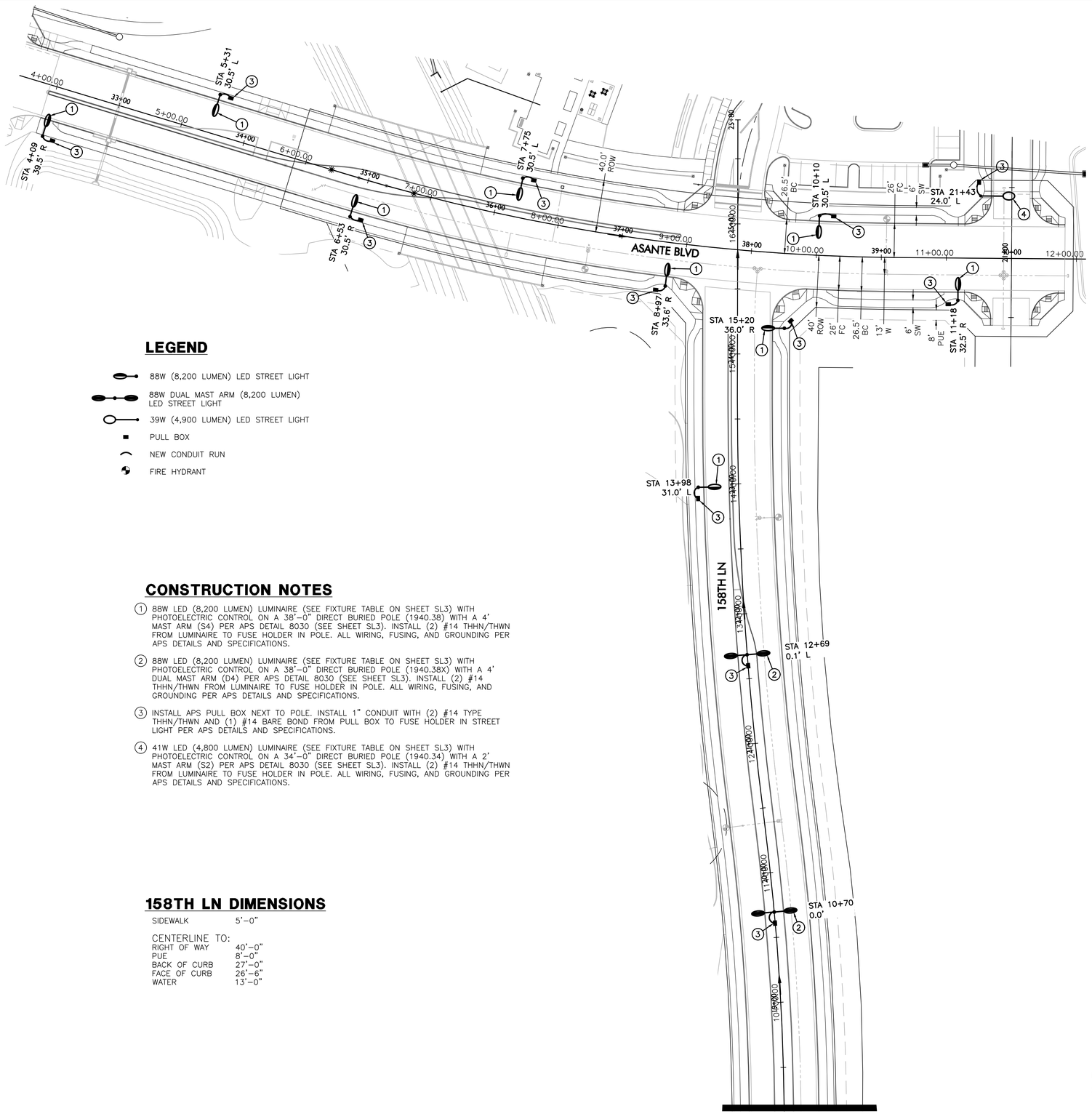
SURPRISE, ARIZONA
FULTON HOMES ESCALANTE
W PINNACLE PEAK RD & 163RD AVE
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2019	1ST SUBMITTAL
2	NOV 2019	2ND SUBMITTAL
3	APR 2020	3RD SUBMITTAL

Registered Professional Engineer (Electrical) Certificate No. 35943 WADE T. WILLIAMS Date Signed 4-17-20 ARIZONA U.S.A. Expires 3-31-22

DRAWING NO: SL1 OF 4

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LEGEND

- 88W (8,200 LUMEN) LED STREET LIGHT
- 88W DUAL MAST ARM (8,200 LUMEN) LED STREET LIGHT
- 39W (4,900 LUMEN) LED STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

CONSTRUCTION NOTES

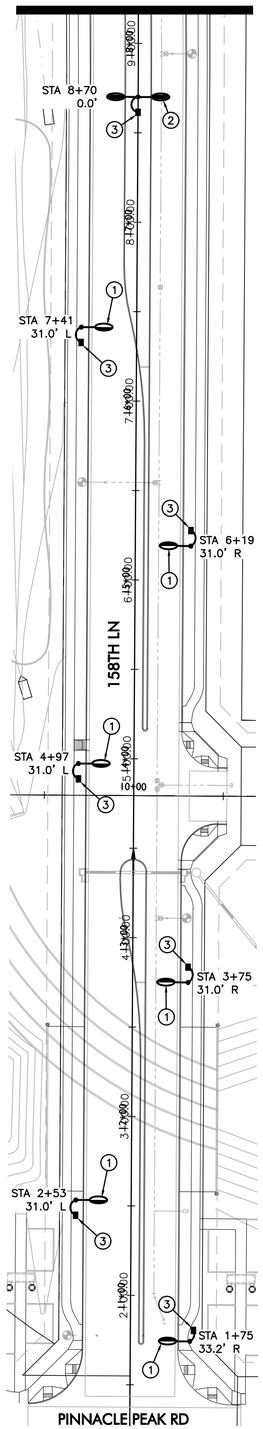
1. 88W LED (8,200 LUMEN) LUMINAIRE (SEE FIXTURE TABLE ON SHEET SL3) WITH PHOTOELECTRIC CONTROL ON A 38'–0" DIRECT BURIED POLE (1940.38) WITH A 4' MAST ARM (S4) PER APS DETAIL 8030 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
2. 88W LED (8,200 LUMEN) LUMINAIRE (SEE FIXTURE TABLE ON SHEET SL3) WITH PHOTOELECTRIC CONTROL ON A 38'–0" DIRECT BURIED POLE (1940.38X) WITH A 4' DUAL MAST ARM (D4) PER APS DETAIL 8030 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
3. INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.
4. 41W LED (4,800 LUMEN) LUMINAIRE (SEE FIXTURE TABLE ON SHEET SL3) WITH PHOTOELECTRIC CONTROL ON A 34'–0" DIRECT BURIED POLE (1940.34) WITH A 2' MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.

158TH LN DIMENSIONS

SIDEWALK	5'–0"
CENTERLINE TO:	
RIGHT OF WAY	40'–0"
PUE	8'–0"
BACK OF CURB	27'–0"
FACE OF CURB	26'–6"
WATER	13'–0"

MATCHLINE "A"
SEE ABOVE RIGHT

MATCHLINE "A"
SEE BELOW LEFT



GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS BEFORE YOU DIG
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

WRIGHT ENGINEERING PROJECT NO:
19083
DESIGN BY: JZH
DRAWN BY: WEH
CHECKED BY: WTW

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
FULTON HOMES ESCALANTE
W PINNACLE PEAK RD & 163RD AVE

STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2019	1ST SUBMITTAL
2	NOV 2019	2ND SUBMITTAL
3	APR 2020	3RD SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
35943
WADE T
WILLIAMS
Date Signed 4-17-20
ARIZONA U.S.A.
Expires 3-31-22

DRAWING NO:
SL2
OF 4

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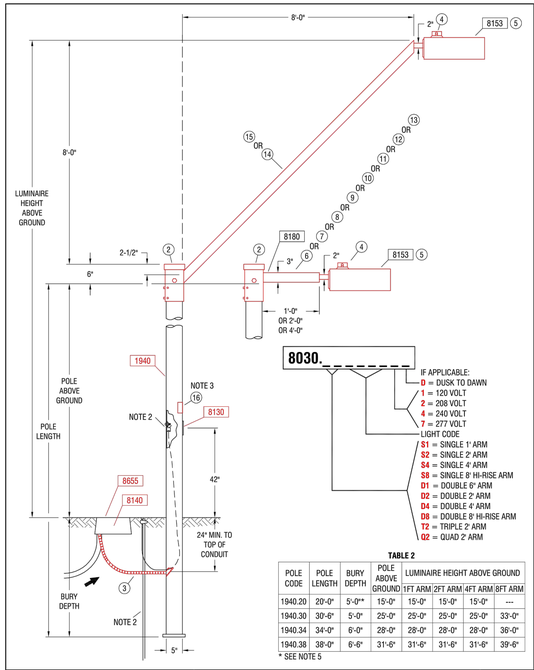


TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND			
				1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"*	15'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-0"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	34'-0"	6'-0"	28'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	31'-6"	39'-6"

* SEE NOTE 5

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY

SH 1 OF 2

8030

NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAT THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

TABLE 1

LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AH16	00099450	100	2100	HPS	120/208/240/277	9,500	SEE TABLE 2
AH17	00099451	150			120/208/240/277	16,000	
AH18	00099452	250			120/208/240/277	30,000	
AH19	00099454	400			120/208/240/277	50,000	
RN40	00128250	55	5000	IND	120/208/240/277	3,500	
RN41	00126667	100			120/208/240/277	8,400	
RN42	00132846	120			120/208/240/277	10,200	
RN43	00132850	150			120/208/240/277	13,000	
RN44	00121153	200			120/208/240/277	15,250	
RN45	00116527	250			120/208/240/277	22,500	
RL40	00141047	32	3000	LED S	120/208/240/277	3,800	
RL41	00141048	41			120/208/240/277	4,800	
RL42	00141049	88			120/208/240/277	8,200	
RL43	00141050	108			120/208/240/277	11,000	
RL44	00141051	162			120/208/240/277	19,000	
RL50	00128251	45	4000	LED S	120/208/240/277	4,300	
RL52	00126804	60			120/208/240/277	5,400	
RL53	00126805	95			120/208/240/277	8,600	
RL54	00126806	113			120/208/240/277	10,000	
RL56	00128365	257			120/208/240/277	19,200	
AL56	00113722	62	4000	LED M	120/208/240/277	7,100	
AL58	00129911	72			120/208/240/277	8,300	
AL60	00113723	119			120/208/240/277	12,900	
AL61	00116525	119R*			120/208/240/277	12,900	
AL62	00116526	119L*			120/208/240/277	12,900	
AL65	00107462	144			120/208/240/277	15,400	
AS20	33806772	55	1700	LPS	120/240	8,000	
AS21	33806774	90			120/240	13,500	
AS22	33806776	135			120/240	22,500	
AS23	33806778	180			120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

MATERIAL LIST

CODE	8030.S1	8030.S2	8030.S4	8030.S8	8030.D1	8030.D2	8030.D4	8030.D8	8030.T2	8030.Q2	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION / APN
1	1	-	-	-	-	-	-	1	-	-	BRACKET ARCH SLIP BOLTED 00092251
2	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM 00100036
3	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR 32900891
4	1	1	1	1	2	2	2	3	3	4	CONTROL PHOTO MULTI BR-20 00073241
5	1	1	1	1	2	2	2	3	4	4	LUMINAIRE - SEE TABLE 1
6	-	-	-	-	1	-	-	-	-	-	MAST ARM STLT 3" SQ X 1' DBL 00121154
7	1	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 1' SGL 00088370
8	-	-	-	-	-	1	-	-	-	-	MAST ARM STLT 3"SQ X 2' DBL 33701117
9	-	-	-	-	-	-	-	-	-	1	MAST ARM STLT 3"SQ X 2' QUAD 00052665
10	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 2' SGL 33701116
11	-	-	-	-	-	-	-	-	1	-	MAST ARM STLT 3"SQ X 2' TPL 00052664
12	-	-	-	-	-	-	1	-	-	-	MAST ARM STLT 3"SQ X 4' DBL 00073267
13	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 4' SGL 00061738
14	-	-	-	1	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 8' SGL 33701120
15	-	-	-	-	-	-	-	2	-	-	MAST ARM STLT 8' BOLT-ON 00092252
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS 00050092

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY

SH 2 OF 2

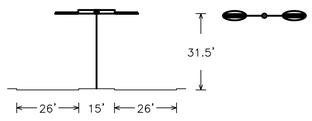
8030

ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	PHOTOMETRIC CURVE
RL40	BRONZE	00140047	32	120/208/240/277	3,800	ERL1_04B130_120-277VIES
RL41		00140048	41	120/208/240/277	4,800	ERL1_05E130_120-277VIES
RL42		00140049	88	120/208/240/277	8,200	ERL1_08E130_120-277VIES
RL43		00140050	108	120/208/240/277	11,000	ERS1_11E130_120-277VIES
RL44		00140051	162	120/208/240/277	19,000	ERS2_19E130_120-277VIES

199'

0.93	0.74	0.58	0.54	0.44	0.34	0.31	0.34	0.44	0.54	0.58	0.74	0.93	
1.22	0.99	0.72	0.64	0.49	0.36	0.32	0.36	0.49	0.64	0.72	0.99	1.22	
1.63	1.34	0.85	0.66	0.49	0.37	0.32	0.37	0.49	0.66	0.85	1.34	1.63	
2.72	1.76	1.13	0.81	0.55	0.38	0.32	0.38	0.55	0.81	1.13	1.76	2.72	
1.36	1.17	0.77	0.64	0.49	0.37	0.32	0.37	0.49	0.64	0.77	1.17	1.36	
1.00	0.82	0.65	0.59	0.46	0.36	0.31	0.36	0.46	0.59	0.65	0.82	1.00	
0.80	0.66	0.51	0.47	0.39	0.31	0.29	0.31	0.39	0.47	0.51	0.66	0.80	
0.67	0.56	0.41	0.37	0.32	0.27	0.25	0.27	0.32	0.37	0.41	0.56	0.67	



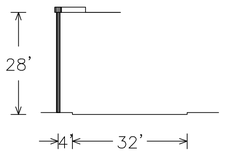
GE LIGHTING SOLUTIONS ERL1_09C330_____
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH
USA test report no. 17041721 17041722 17041723 17041724 17041725 17041726
lamp(s): LEDs 757G-V1
2 luminaires per location, candela file 'ERL1_09C330_____.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 84
mounting height= 31.5 ft
number locations= 4, number luminaires= 8
kw all locations= 0.7

Roadway Grid
104 points at z=0, sp 15.308ft by 0.5ft
HORIZONTAL FOOTCANDLES

Average	0.70
Maximum	2.72
Minimum	0.25
Avg:Min	2.79
Max:Min	10.88
Coef Var	0.64
UnifGrad	1.58

224'

0.34	0.28	0.16	0.16	0.13	0.09	0.08	0.08	0.09	0.13	0.16	0.16	0.28	0.34
1.03	0.61	0.31	0.29	0.19	0.12	0.10	0.10	0.12	0.19	0.29	0.31	0.61	1.03
1.71	0.79	0.46	0.40	0.24	0.15	0.11	0.11	0.15	0.24	0.40	0.46	0.79	1.71
1.47	0.61	0.46	0.34	0.22	0.14	0.10	0.10	0.14	0.22	0.34	0.46	0.61	1.47



39W LED STREET LIGHT
candela file 'ERL1_05A330_____-120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
mounting height= 28 ft
number locations= 4, number luminaires= 4
kw all locations= 0.2

Roadway Grid
56 points at z=0, sp 16ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.40
Maximum	1.71
Minimum	0.08
Avg:Min	4.95
Max:Min	21.38
Coef Var	1.01
UnifGrad	2.41

GRAPHIC SCALE

40 20 0 20 40 80

1 INCH = 40 FEET

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS BEFORE YOU DIG.
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

WRIGHT ENGINEERING PROJECT NO:
19083
DESIGN BY: JZH
DRAWN BY: WEH
CHECKED BY: WTW

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
FULTON HOMES ESCALANTE
W PINNACLE PEAK RD & 163RD AVE

STREET LIGHT DETAILS

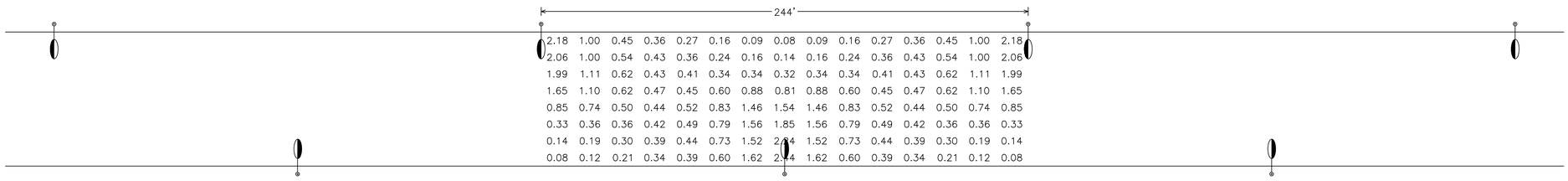
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2019	1ST SUBMITTAL
2	NOV 2019	2ND SUBMITTAL
3	APR 2020	3RD SUBMITTAL

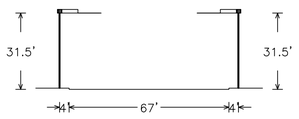
Registered Professional Engineer (Electrical) Certificate No. 35943 WADE T. WILLIAMS Date Signed 4-17-20 ARIZONA U.S.A. Expires 3-31-22

DRAWING NO:
SL3
OF 4

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GE LIGHTING ERL1_08E130_____
GE LIGHTING – EAST CLEVELAND, OH test report no. 15091725, 15091726, 15092123, 15092124
lamp(s): LEDs 757G
candela file 'erl1_08e130_tcm201-103998.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 88
mounting height= 31.5 ft
number locations= 7, number luminaires= 7
kw all locations= 0.6

Roadway Grid
120 points at z=0, sp 16.267ft by 8.375ft
HORIZONTAL FOOTCANDLES

Average	0.70
Maximum	2.44
Minimum	0.08
Avg:Min	8.70
Max:Min	30.50
Coef Var	0.81
UnifGrad	2.70

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS BEFORE YOU DIG
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WRIGHT ENGINEERING PROJECT NO:
19083
DESIGN BY: JZH
DRAWN BY: WEH
CHECKED BY: WTW

WRIGHT engineering corporation
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165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
SURPRISE, ARIZONA
FULTON HOMES ESCALANTE
W PINNACLE PEAK RD & 163RD AVE
STREET LIGHT DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2019	1ST SUBMITTAL
2	NOV 2019	2ND SUBMITTAL
3	APR 2020	3RD SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
35943
WADE T.
WILLIAMS
Date Signed 4-17-20
ARIZONA U.S.A.
Expires 3-31-22

DRAWING NO:
SL4
OF 4

H:\2019\19083-Escalante SL & SE\19083 - SL - inf 1.dwg

FULTON HOMES ESCALANTE - PARCEL 6

PINNACLE PEAK RD & 163RD AVE

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

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GENERAL ENGINEERING NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACEDIN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	9/18/2019
CENTURY LINK	9/18/2019
COX COMMUNICATIONS	9/18/2019
SOUTHWEST GAS	9/18/2019

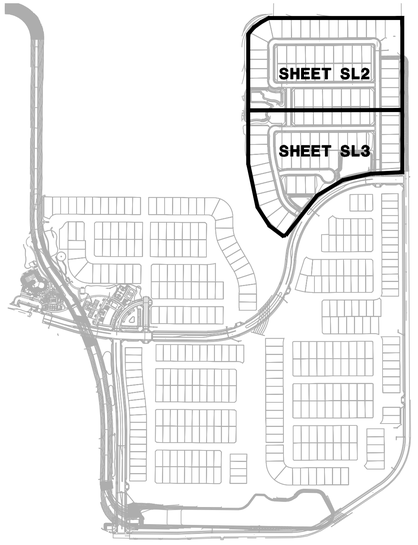
NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

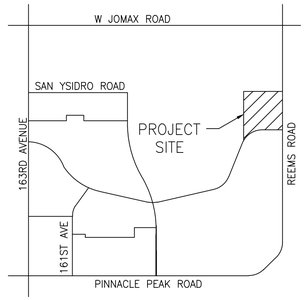
LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



NORTH

KEY MAP
N.T.S.



VICINITY MAP
NOT TO SCALE

NORTH

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT DETAILS & PHOTOMETRICS	SL4
INTERSECTION PHOTOMETRICS	PH1

CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER **DATE**

ELECTRICAL ENGINEER
WRIGHT ENGINEERING CORPORATION
165 E. CHILTON DRIVE
CHANDLER, AZ 85225
PHONE: (480) 497-5829
FAX: (480) 497-5802
CONTACT: JORDAN HUGHES
EMAIL: JHUGHES@WRIGHTENGINEERING.US

CIVIL ENGINEER
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
PHONE: (480) 503-2250
CONTACT: JOHN MCGHEE, P.E.

OWNER
MERITAGE HOMES
8800 E RAINTREE DR, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480) 515-8251
CONTACT: JASON JARVIS

STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					APS STANDARD CODE NO.
					POLE LENGTH	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE	
(1)		LOCAL	PER PLANS	26	34'-0"	DIRECT BURY	2'-0"	28'-0"	4,900	39W	TYPE I	ARCHITECTURAL (SHOEBOX)	8030.S2

*PER UTILITY COMPANY REQUIREMENTS

FS19-724
Received 7-20-2020

FS19-724

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CALL TWO WORKING DAYS BEFORE YOU DIG
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602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

WRIGHT ENGINEERING PROJECT NO:
19083-01
DESIGN BY: JZH
DRAWN BY: JZH
CHECKED BY: WTW

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: FULTON HOMES ESCALANTE - PARCEL 6
W PINNACLE PEAK RD & 163RD AVE
SURPRISE, ARIZONA

TITLE: STREET LIGHT COVER SHEET

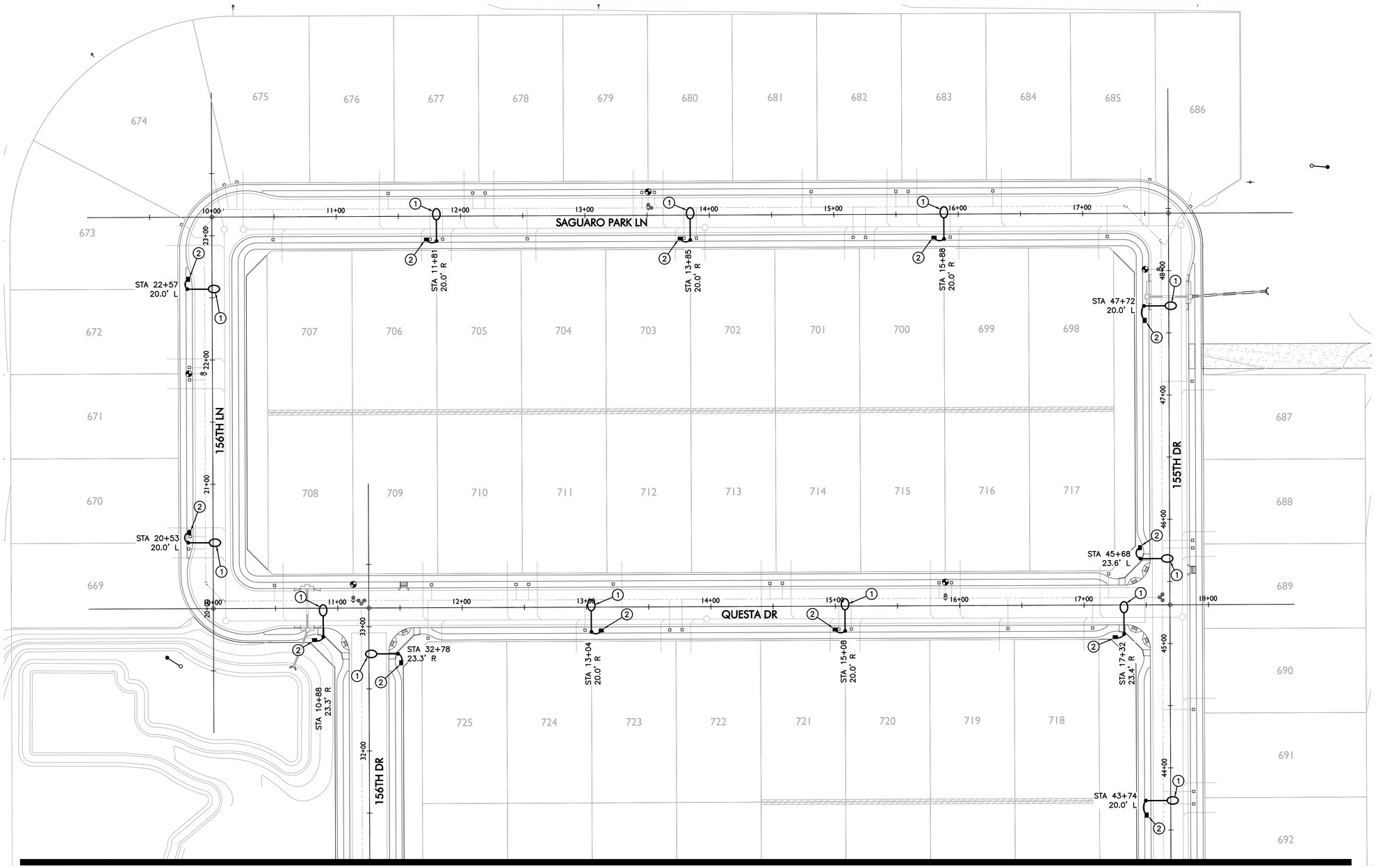
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	SEP 2019	1ST SUBMITTAL
2	JAN 2020	2ND SUBMITTAL
3	JUN 2020	3RD SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
35943
WADE T. WILLIAMS
Date Signed 6-12-2020
ARIZONA U.S.A.
Expires 3-31-22

DRAWING NO:
SL1
OF 4

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MATCHLINE "A"
SEE SHEET SL3

LEGEND

- 39W (4,900 LUMEN) LED STREET LIGHT
- FUTURE 88W LED LIGHT PER WEC JOB# 19083-07
- FUTURE 88W DUAL MAST ARM LED LIGHT PER WEC JOB# 19083-07
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

CONSTRUCTION NOTES

(1) 39W LED (4,900 LUMEN) LUMINAIRE (GE CAT# ERL1005A330ADKBZGLRX) WITH PHOTOELECTRIC CONTROL ON A 34'-0" DIRECT BURIED POLE (1940.34) WITH A 2' MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.

(2) INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

(3) PROPOSED STREET LIGHT TO BE BUILT PER WEC JOB #19083-07.

STREET DIMENSIONS

LOCAL:	
SIDEWALK	5'-0"
CENTERLINE TO:	
RIGHT OF WAY	27'-6"
BACK OF CURB	16'-0"
FACE OF CURB	15'-6"
WATER	6'-0" N & W
SEWER	10'-0" S & E

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

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FS19-724

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DRAWN BY: JZH
CHECKED BY: WTW

WRIGHT engineering corporation
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165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
SURPRISE, ARIZONA
FULTON HOMES ESCALANTE - PARCEL 6
W PINNACLE PEAK RD & 163RD AVE
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	SEP 2019	1ST SUBMITTAL
2	JAN 2020	2ND SUBMITTAL
3	JUN 2020	3RD SUBMITTAL

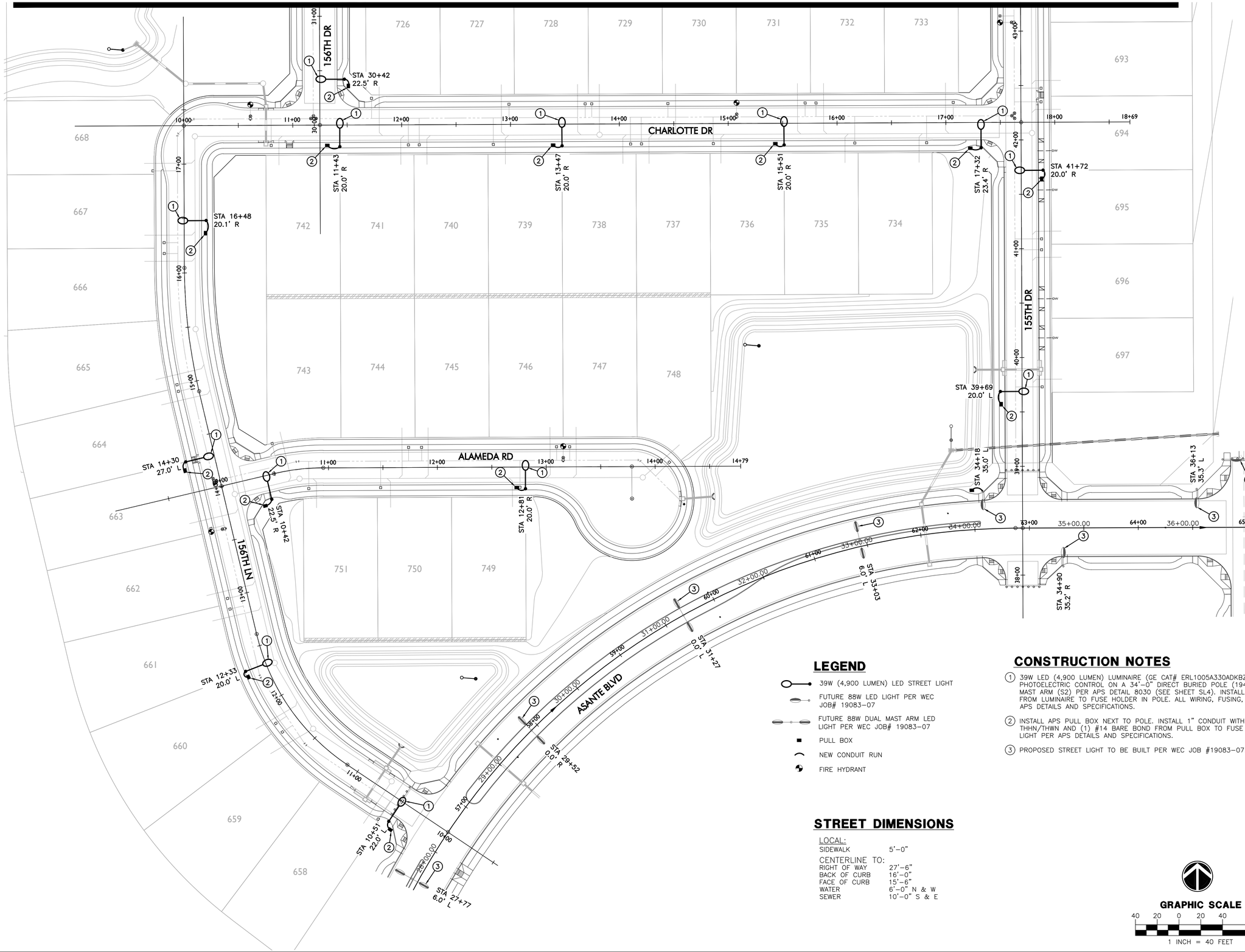
Registered Professional Engineer (Retired)
Certificate No.
35943
WADE T
WILLIAMS
Date Signed 12-20-19
ARIZONA U.S.A.
Expires 3-31-22

DRAWING NO:
SL2
OF 4

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MATCHLINE "A"
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LEGEND

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3. PROPOSED STREET LIGHT TO BE BUILT PER WEC JOB #19083-07.

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

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WRIGHT ENGINEERING PROJECT NO:
19083-01
DESIGN BY: JZH
DRAWN BY: JZH
CHECKED BY: WTW

WRIGHT engineering corporation
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165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
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PROJECT: TITLE:
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FULTON HOMES ESCALANTE - PARCEL 6
W PINNACLE PEAK RD & 163RD AVE
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
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Date Signed 6-12-2020
ARIZONA U.S.A.
Expires 3-31-22

DRAWING NO:
SL3
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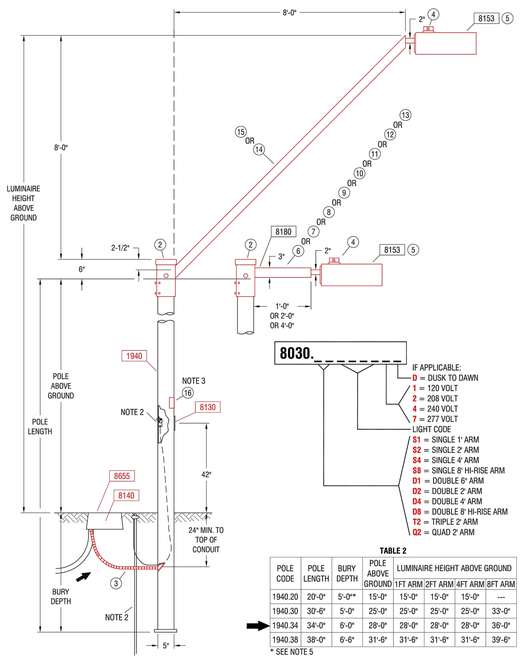


TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND			
				1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"*	15'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-0"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	34'-0"	6'-0"	28'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	31'-6"	39'-6"

* SEE NOTE 5

NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAT THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

TABLE 1

LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AH16	00099450	100	2100	HPS	120/208/240/277	9,500	SEE TABLE 2
AH17	00099451	150			120/208/240/277	16,000	
AH18	00099452	250			120/208/240/277	30,000	
AH19	00099454	400			120/208/240/277	50,000	
RM40	00128250	55	2700	IND	120/208/240/277	3,500	
RM41	00126667	100	5000		120/208/240/277	8,400	
RM42	00132846	120			120/208/240/277	10,200	
RM43	00132850	150			120/208/240/277	13,000	
RM44	00121153	200			120/208/240/277	15,250	
RM45	00116527	250			120/208/240/277	22,500	
RL40	00141047	32	3000	LED S	120/208/240/277	3,800	
RL41	00141048	41			120/208/240/277	4,800	
RL42	00141049	88			120/208/240/277	8,200	
RL43	00141050	108			120/208/240/277	11,000	
RL44	00141051	162			120/208/240/277	19,000	
RL50	00128251	45	4000	LED S	120/208/240/277	4,300	
RL52	00126804	60			120/208/240/277	5,400	
RL53	00126805	95			120/208/240/277	8,600	
RL54	00126806	113			120/208/240/277	10,000	
RL55	00128365	257			120/208/240/277	19,200	
AL56	00113722	62	4000	LED M	120/208/240/277	7,100	
AL58	00129911	72			120/208/240/277	8,300	
AL60	00113723	119			120/208/240/277	12,900	
AL61	00116525	119R*			120/208/240/277	12,900	
AL62	00116526	119L*			120/208/240/277	12,900	
AL65	00107462	144			120/208/240/277	15,400	
AS20	33806772	55	1700	LPS	120/240	8,000	
AS21	33806774	90			120/240	13,500	
AS22	33806776	135			120/240	22,500	
AS23	33806778	180			120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

CODE	8030.S1	8030.S2	8030.S4	8030.S8	8030.D1	8030.D2	8030.D4	8030.D8	8030.T2	8030.Q2	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	1	-	-	BRACKET ARCH SLIP BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM	00100036
3	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
4	1	1	1	1	2	2	2	2	3	4	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	2	2	3	4	LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	1	-	-	-	-	-	MAST ARM STLT 3" SQ X 1' DBL	00121154
7	1	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 1' SGL	00088370
8	-	-	-	-	-	1	-	-	-	-	MAST ARM STLT 3"SQ X 2' DBL	33701117
9	-	-	-	-	-	-	-	-	-	1	MAST ARM STLT 3"SQ X 2' QUAD	00052665
10	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 2' SGL	33701116
11	-	-	-	-	-	-	-	-	1	-	MAST ARM STLT 3"SQ X 2' TPL	00052664
12	-	-	-	-	-	-	-	1	-	-	MAST ARM STLT 3"SQ X 4' DBL	00073267
13	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 4' SGL	00061738
14	-	-	-	1	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 8' SGL	33701120
15	-	-	-	-	-	-	-	2	-	-	MAST ARM STLT 8' BOLT-ON	00092252
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY

SH 1 OF 2 — **8030**

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS

BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

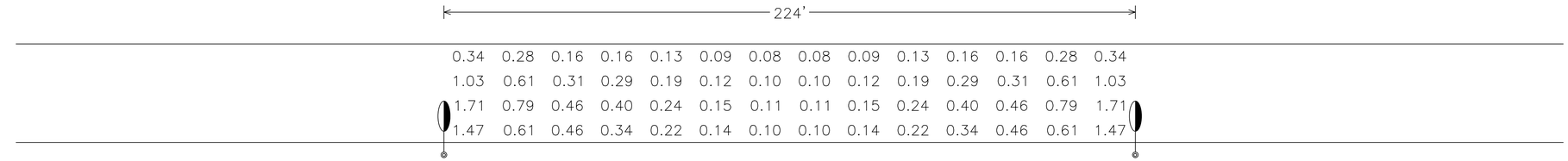
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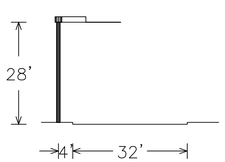
SH 2 OF 2 — 8030

LUMINAIRE TABLE

DARK BRONZE ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141047	31	120/208/240/277	3,900	ERL1004B330ADKBZGLRX
RL41		00141048	39	120/208/240/277	4,900	ERL1005A330ADKBZGLRX
RL42		00141049	71	120/208/240/277	7,800	ERL1008C330ADKBZGLRX
RL43		00141050	97	120/208/240/277	9,600	ERL1010C330ADKBZGLRX
RL44		00141051	174	120/208/240/277	20,100	ERL2021C330ADKBZGLR





39W LED STREET LIGHT
candela file 'ERL1_05A330_____-120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
mounting height= 28 ft
number locations= 4, number luminaires= 4
kw all locations= 0.2

Roadway Grid
56 points at z=0, sp 16ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.40
Maximum	1.71
Minimum	0.08
Avg:Min	4.95
Max:Min	21.38
Coef Var	1.01
UnifGrad	2.41

WRIGHT ENGINEERING PROJECT NO:
19083-01
DESIGN BY: JZH
DRAWN BY: JZH
CHECKED BY: WTW

WRIGHT engineering corporation
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165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
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PROJECT: TITLE:

SURPRISE, ARIZONA
FULTON HOMES ESCALANTE - PARCEL 6
W PINNACLE PEAK RD & 163RD AVE
STREET LIGHT DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
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Registered Professional Engineer (Retired) Certificate No. 15943 WADE T. WILLIAMS Date Signed 6-12-2020 ARIZONA U.S.A.
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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

H:\2019\19083-Escalante SL & SE\19083 - SL - Parcel 6.dwg

FULTON HOMES ESCALANTE - PARCEL 7

PINNACLE PEAK RD & 163RD AVE

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.

GENERAL ENGINEERING NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACEDIN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	9/18/2019
CENTURY LINK	9/18/2019
COX COMMUNICATIONS	9/18/2019
SOUTHWEST GAS	9/18/2019

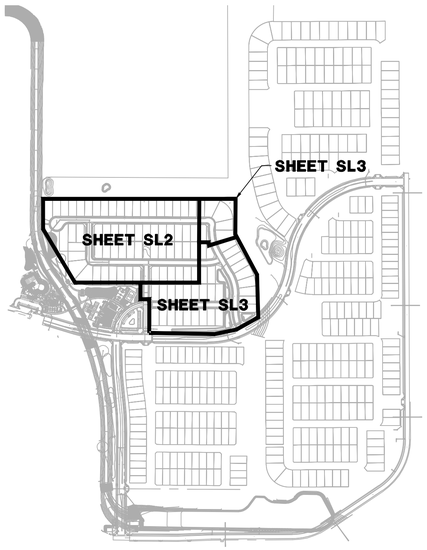
NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

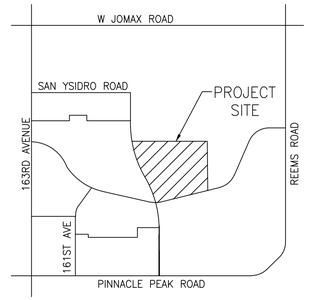
LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



NORTH

KEY MAP
N.T.S.



VICINITY MAP
NOT TO SCALE

NORTH

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT PLAN	SL4
STREET LIGHT DETAILS & PHOTOMETRICS	SL5

CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER **DATE**

STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					APS STANDARD CODE NO.
					POLE LENGTH	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE	
(1)	○—	LOCAL	PER PLANS	26	34'-0"	DIRECT BURY	2'-0"	28'-0"	4,900	39W	TYPE I	ARCHITECTURAL (SHOEBOX)	8030.S2

*PER UTILITY COMPANY REQUIREMENTS

ELECTRICAL ENGINEER
WRIGHT ENGINEERING CORPORATION
165 E. CHILTON DRIVE
CHANDLER, AZ 85225
PHONE: (480) 497-5829
FAX: (480) 497-5802
CONTACT: JORDAN HUGHES
EMAIL: JHUGHES@WRIGHTENGINEERING.US

CIVIL ENGINEER
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
PHONE: (480) 503-2250
CONTACT: JOHN MCGHEE, P.E.

OWNER
MERITAGE HOMES
8800 E RAINTREE DR, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480) 515-8251
CONTACT: JASON JARVIS

WRIGHT ENGINEERING PROJECT NO:
19083-02

DESIGN BY: JZH
DRAWN BY: JZH
CHECKED BY: WTW

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
FULTON HOMES ESCALANTE - PARCEL 7
W PINNACLE PEAK RD & 163RD AVE
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	SEP 2019	1ST SUBMITTAL
2	JAN 2020	2ND SUBMITTAL
3	JUN 2020	3RD SUBMITTAL

Registered Professional Engineer (Electrical)
Certificate No. 35943
WADE T. WILLIAMS
Date Signed 6-17-2020
ARIZONA U.S.A.
Expires 3-31-22

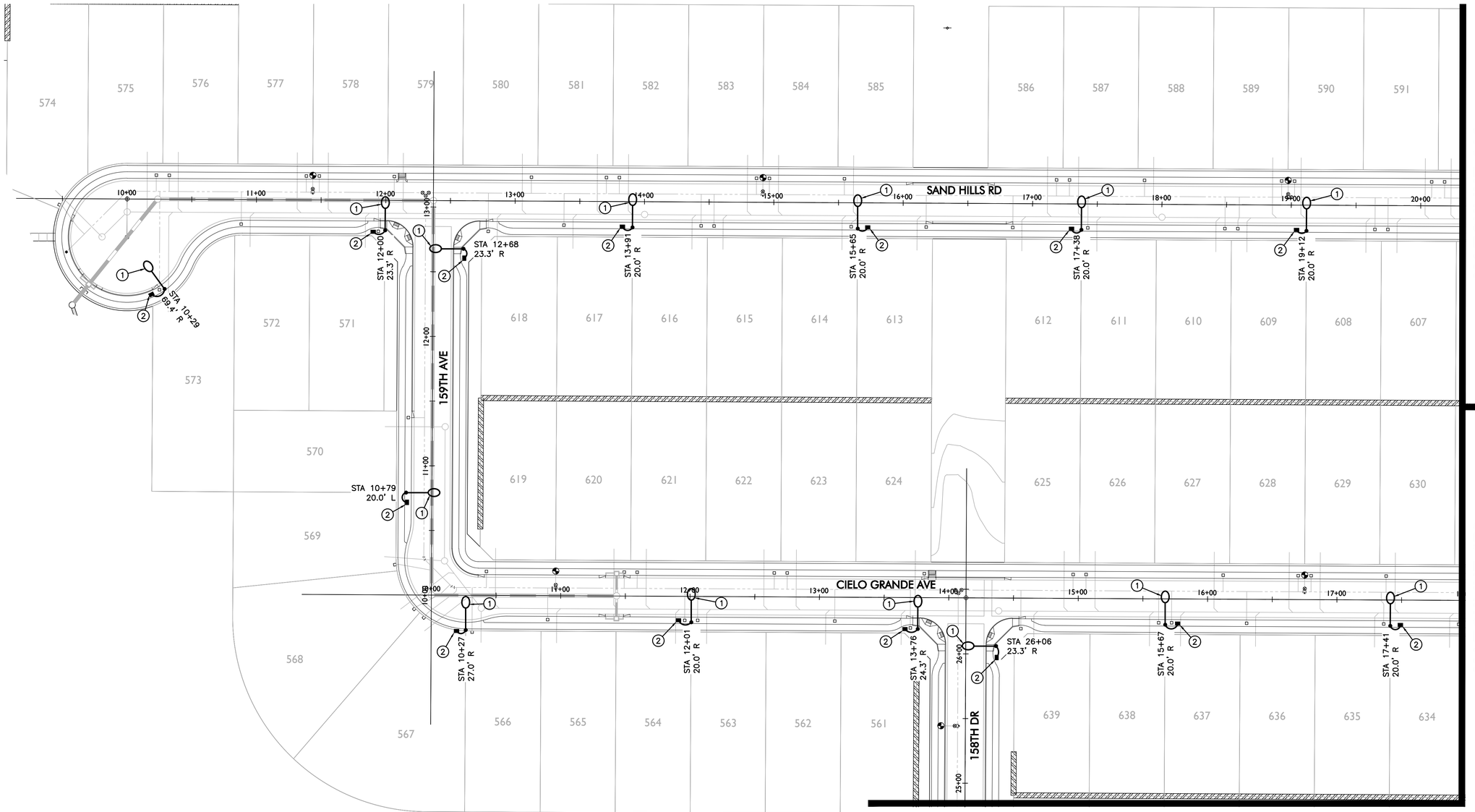
DRAWING NO:
SL1
OF 4

FS19-726

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS BEFORE YOU DIG
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

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LEGEND

- 39W (4,900 LUMEN) LED STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

CONSTRUCTION NOTES

(1) 39W LED (4,900 LUMEN) LUMINAIRE (GE CAT# ERL1005A330ADKBZGLRX) WITH PHOTOELECTRIC CONTROL ON A 34'–0" DIRECT BURIED POLE (1940.34) WITH A 2' MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.

(2) INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL VERIFY FINAL LOCATION.

STREET DIMENSIONS

LOCAL:

SIDEWALK	5'–0"

CENTERLINE TO:

RIGHT OF WAY	27'–6"
BACK OF CURB	16'–0"
FACE OF CURB	15'–6"
WATER	6'–0" N & W
SEWER	10'–0" S & E

GRAPHIC SCALE

40 20 0 20 40 80

1 INCH = 40 FEET

FS19-726

ARIZONA BLUE STAKE
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(OUTSIDE MARICOPA COUNTY)

WRIGHT ENGINEERING PROJECT NO:
19083-02

DESIGN BY: JZH
DRAWN BY: JZH
CHECKED BY: WTW

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
FULTON HOMES ESCALANTE - PARCEL 7
W PINNACLE PEAK RD & 163RD AVE
STREET LIGHT PLAN

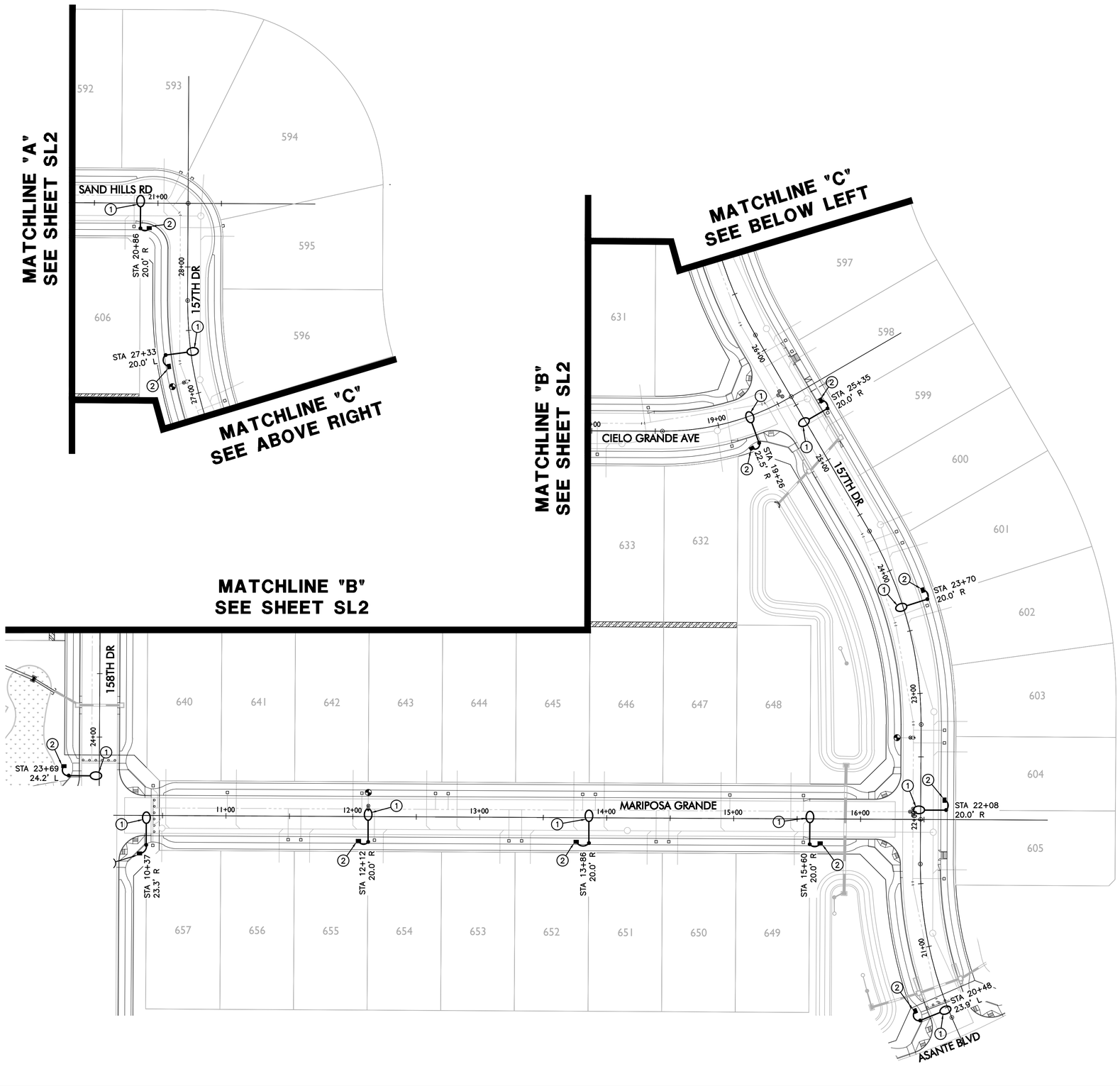
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	SEP 2019	1ST SUBMITTAL
2	JAN 2020	2ND SUBMITTAL
3	JUN 2020	3RD SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
35943
WADE T. WILLIAMS
Date Signed 12-2020
ARIZONA U.S.A.
Expires 3-31-22

DRAWING NO:
SL2
OF 4

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2. INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL VERIFY FINAL LOCATION.

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GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

FS19-726

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WRIGHT ENGINEERING PROJECT NO:
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DESIGN BY: JZH
DRAWN BY: JZH
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WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

FULTON HOMES ESCALANTE - PARCEL 7
W PINNACLE PEAK RD & 163RD AVE
SURPRISE, ARIZONA

STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	SEP 2019	1ST SUBMITTAL
2	JAN 2020	2ND SUBMITTAL
3	JUN 2020	3RD SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
35943
WADE T. WILLIAMS
Date Signed: 12-2020
ARIZONA U.S.A.
Expires 3-31-22

DRAWING NO:
SL3
OF 4

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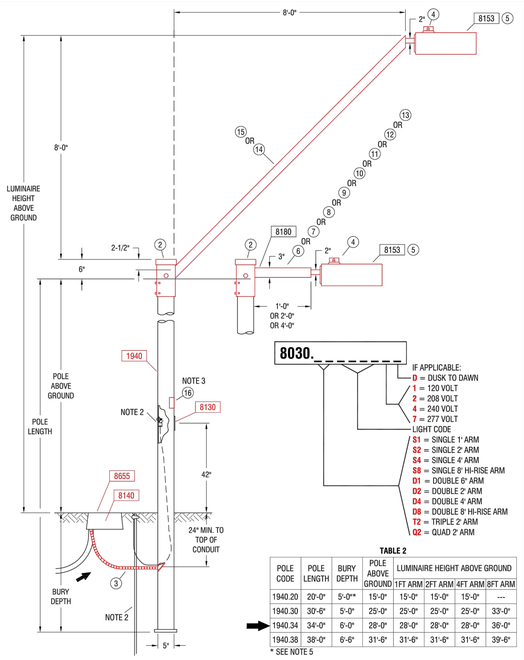


TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND			
				1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"*	15'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-0"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	34'-0"	6'-0"	28'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	31'-6"	39'-6"

* SEE NOTE 5

NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAT THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

TABLE 1

LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AH16	00099450	100	2100	HPS	120/208/240/277	9,500	SEE TABLE 2
AH17	00099451	150			120/208/240/277	16,000	
AH18	00099452	250			120/208/240/277	30,000	
AH19	00099454	400			120/208/240/277	50,000	
RM40	00128250	55	2700	IND	120/208/240/277	3,500	
RM41	00126667	100	5000		120/208/240/277	8,400	
RM42	00132846	120			120/208/240/277	10,200	
RM43	00132850	150			120/208/240/277	13,000	
RM44	00121153	200			120/208/240/277	15,250	
RM45	00116527	250			120/208/240/277	22,500	
RL40	00141047	32	3000	LED S	120/208/240/277	3,800	
RL41	00141048	41			120/208/240/277	4,800	
RL42	00141049	88			120/208/240/277	8,200	
RL43	00141050	108			120/208/240/277	11,000	
RL44	00141051	162			120/208/240/277	19,000	
RL50	00128251	45	4000	LED S	120/208/240/277	4,300	
RL52	00126804	60			120/208/240/277	5,400	
RL53	00126805	95			120/208/240/277	8,600	
RL54	00126806	113			120/208/240/277	10,000	
RL55	00128365	257			120/208/240/277	19,200	
AL56	00113722	62	4000	LED M	120/208/240/277	7,100	
AL58	00129911	72			120/208/240/277	8,300	
AL60	00113723	119			120/208/240/277	12,900	
AL61	00116525	119R*			120/208/240/277	12,900	
AL62	00116526	119L*			120/208/240/277	12,900	
AL65	00107462	144			120/208/240/277	15,400	
AS20	33806772	55	1700	LPS	120/240	8,000	
AS21	33806774	90			120/240	13,500	
AS22	33806776	135			120/240	22,500	
AS23	33806778	180			120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

CODE	8030.S1	8030.S2	8030.S4	8030.S8	8030.D1	8030.D2	8030.D4	8030.D8	8030.T2	8030.Q2	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	1	-	-	BRACKET ARCH SLIP BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM	00100036
3	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
4	1	1	1	1	2	2	2	2	3	4	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	2	2	3	4	LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	1	-	-	-	-	-	MAST ARM STLT 3" SQ X 1' DBL	00121154
7	1	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 1' SGL	00088370
8	-	-	-	-	-	1	-	-	-	-	MAST ARM STLT 3"SQ X 2' DBL	33701117
9	-	-	-	-	-	-	-	-	-	1	MAST ARM STLT 3"SQ X 2' QUAD	00052665
10	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 2' SGL	33701116
11	-	-	-	-	-	-	-	-	1	-	MAST ARM STLT 3"SQ X 2' TPL	00052664
12	-	-	-	-	-	-	-	1	-	-	MAST ARM STLT 3"SQ X 4' DBL	00073267
13	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 4' SGL	00061738
14	-	-	-	1	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 8' SGL	33701120
15	-	-	-	-	-	-	-	2	-	-	MAST ARM STLT 8' BOLT-ON	00092252
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY

SH 1 OF 2 — **8030**

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS

BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

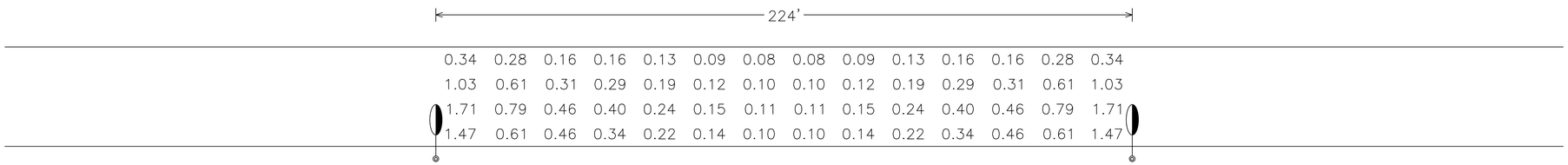
LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY

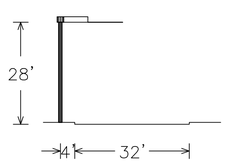
SH 2 OF 2 — 8030

LUMINAIRE TABLE

DARK BRONZE ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141047	31	120/208/240/277	3,900	ERL1004B330ADKBZGLRX
RL41		00141048	39	120/208/240/277	4,900	ERL1005A330ADKBZGLRX
RL42		00141049	71	120/208/240/277	7,800	ERL1008C330ADKBZGLRX
RL43		00141050	97	120/208/240/277	9,600	ERL1010C330ADKBZGLRX
RL44		00141051	174	120/208/240/277	20,100	ERL2021C330ADKBZGLR





39W LED STREET LIGHT
candela file 'ERL1_05A330_____-120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
mounting height= 28 ft
number locations= 4, number luminaires= 4
kw all locations= 0.2

Roadway Grid
56 points at z=0, sp 16ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.40
Maximum	1.71
Minimum	0.08
Avg:Min	4.95
Max:Min	21.38
Coef Var	1.01
UnifGrad	2.41

WRIGHT ENGINEERING PROJECT NO:
19083-02
DESIGN BY: JZH
DRAWN BY: JZH
CHECKED BY: WTW

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
FULTON HOMES ESCALANTE - PARCEL 7
W PINNACLE PEAK RD & 163RD AVE
STREET LIGHT DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	SEP 2019	1ST SUBMITTAL
2	JAN 2020	2ND SUBMITTAL
3	JUN 2020	3RD SUBMITTAL

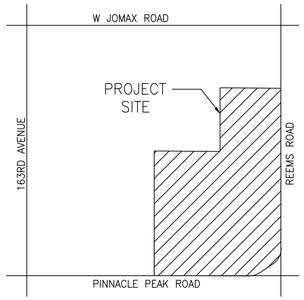
Registered Professional Engineer (Retired) Certificate No. 15943 WADE T. WILLIAMS Date Signed 6-12-2020 ARIZONA U.S.A.
Expires 3-31-22

DRAWING NO:
SL4
OF 4

FS19-726

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS BEFORE YOU DIG
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

H:\2019\19083-Escalante SL & SE\19083 - SL - Parcel 7.dwg



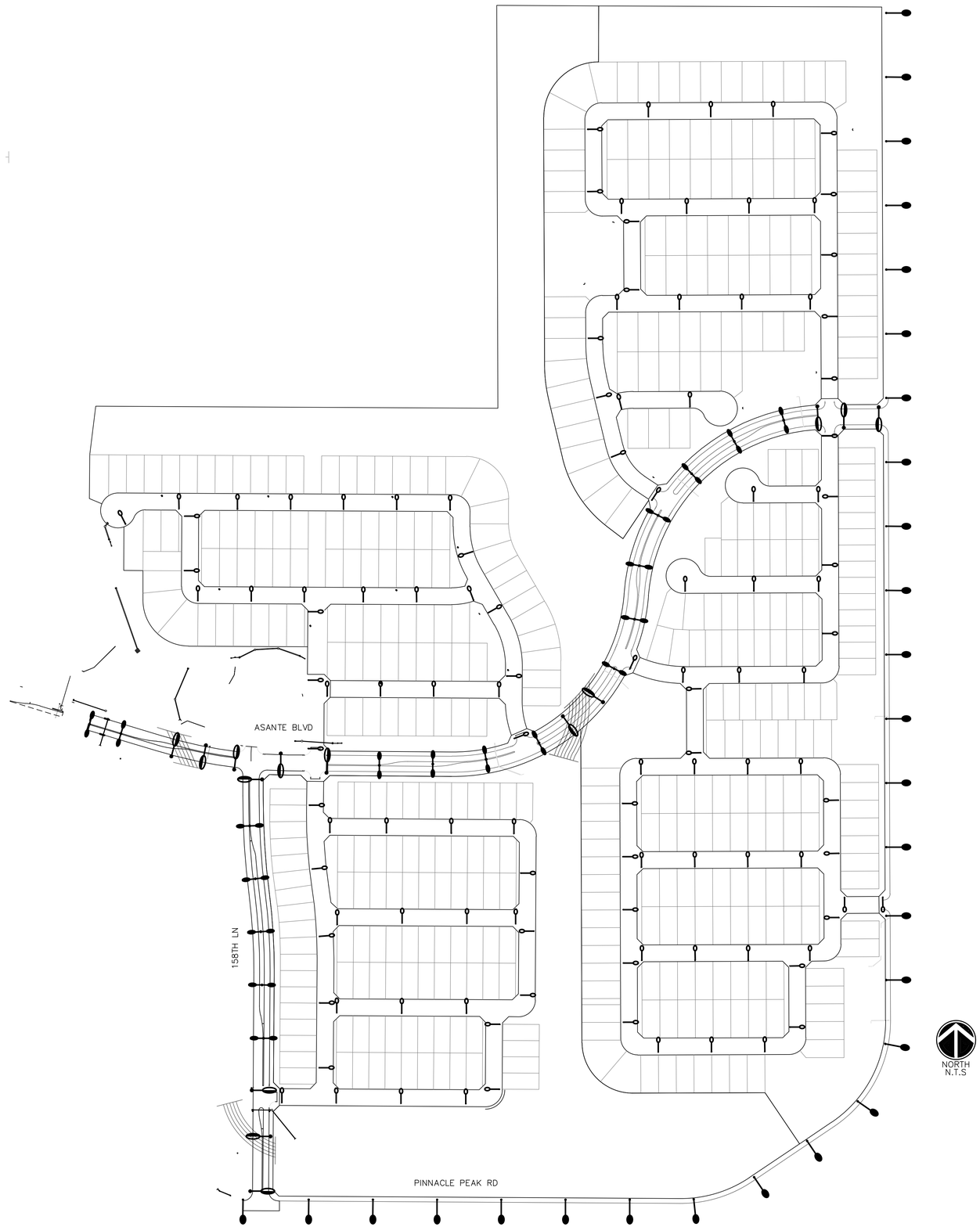
VICINITY MAP

NOT TO SCALE

STREET LIGHTS:

- 41W – 119 POLES
- 88W X2 – 18 POLES
- 88W – 14 POLES
- 136W – 28 POLES

ACTUAL POLE NUMBERS MAY VARY ±10%



THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.

WRIGHT ENGINEERING PROJECT NO:

19083

DESIGN BY: NAK
DRAWN BY: JZH
CHECKED BY: WTW

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
ESCALANTE
PINNACLE PEAK RD & REEMS RD
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	APR 2020	1ST SUBMITTAL

Registered Professional Engineer (Technical)
Certificate No.
35943
WADE T. WILLIAMS
Date Signed 4-21-20
ARIZONA U.S.A.
Expires 3-31-22

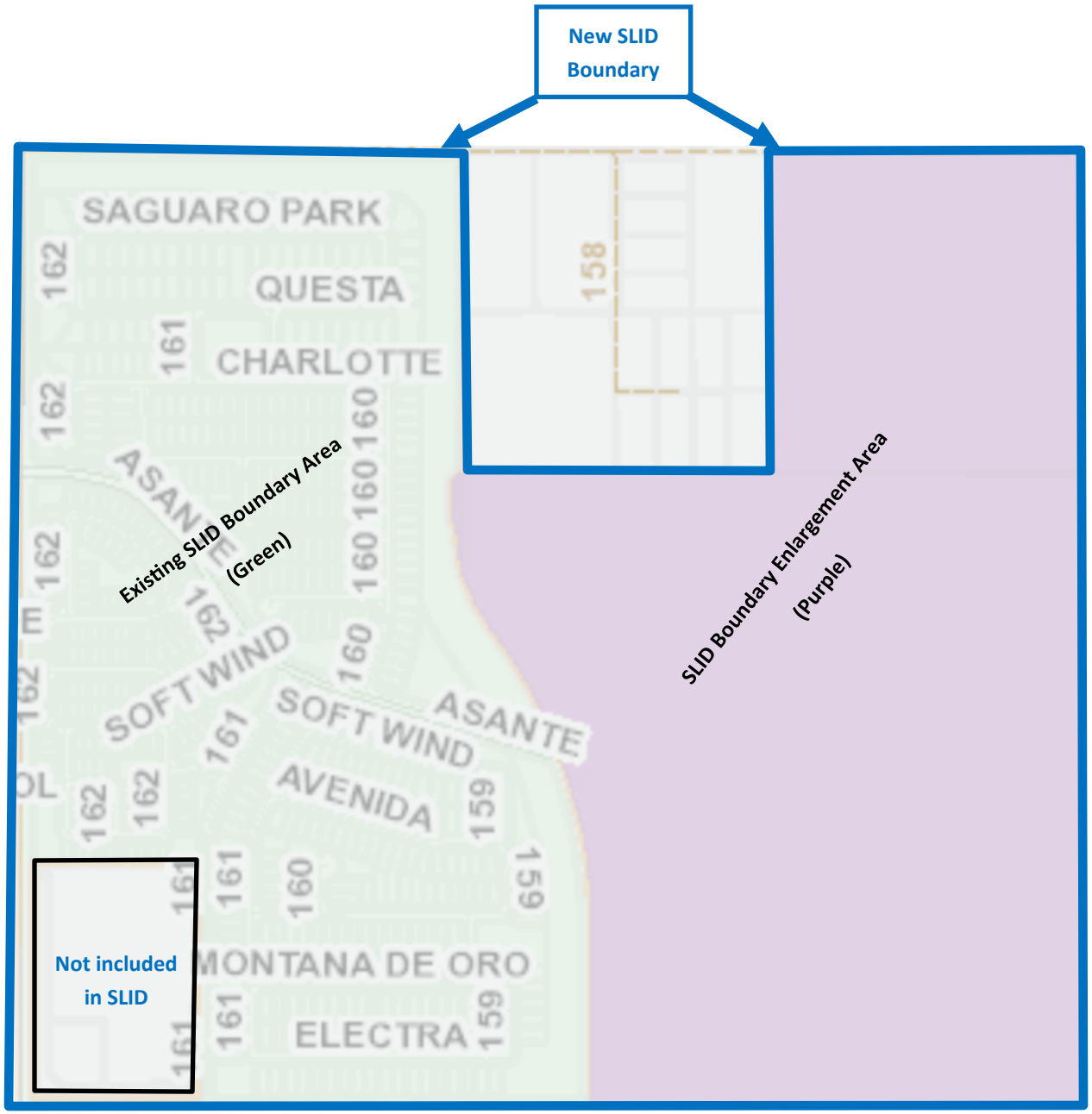
DRAWING NO:

1

OF 1

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Fulton Homes at Escalante 154 SLID Enlargement



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 4

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

Agenda Wording:
Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Heritage at Surprise, generally located at W. Rimrock Street and N. Nash Street; Resolution # 2020-92.

Motion:
I move to approve Resolution No. 2020-92.

Background:
The Public Works Department conducted the final inspection of the public improvements for Heritage at Surprise, generally located at W. Rimrock Street and N. Nash Street on or about July 1st, 2020 totaling 1,000 SY (approximately 900 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement and concrete only.

Objective Analysis:
The improvements for this property provide access and parking for 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 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 $83,200.00.

Budget Impact:
Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF Fund. 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 2020-92 Infra Accept for Heritage at Surprise-final
2. 02_Notice of Completion Letter
3. 03_Inspection Sign-off Form

RESOLUTION # 2020-92

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 TWO YEAR WARRANTY AT HERITAGE AT SURPRISE, GENERALLY LOCATED AT W. RIMROCK STREET AND N. NASH STREET.

WHEREAS, property along Nash Street was dedicated to the City of Surprise for the use of roadways and utilities by Elizabeth Wusich on August 18th, 1966;

WHEREAS, property along Rimrock Street was dedicated to the City of Surprise for the use of roadways and utilities by the legal owner of lot 1 identified as Tax Parcel 501-79-039 on March 13th, 2001;

WHEREAS, on or about July 1st, 2020, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements, completed in association with the Heritage at Surprise project by Gorman & Company, Inc., 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 two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-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:

Sherry Aguilar, City Clerk

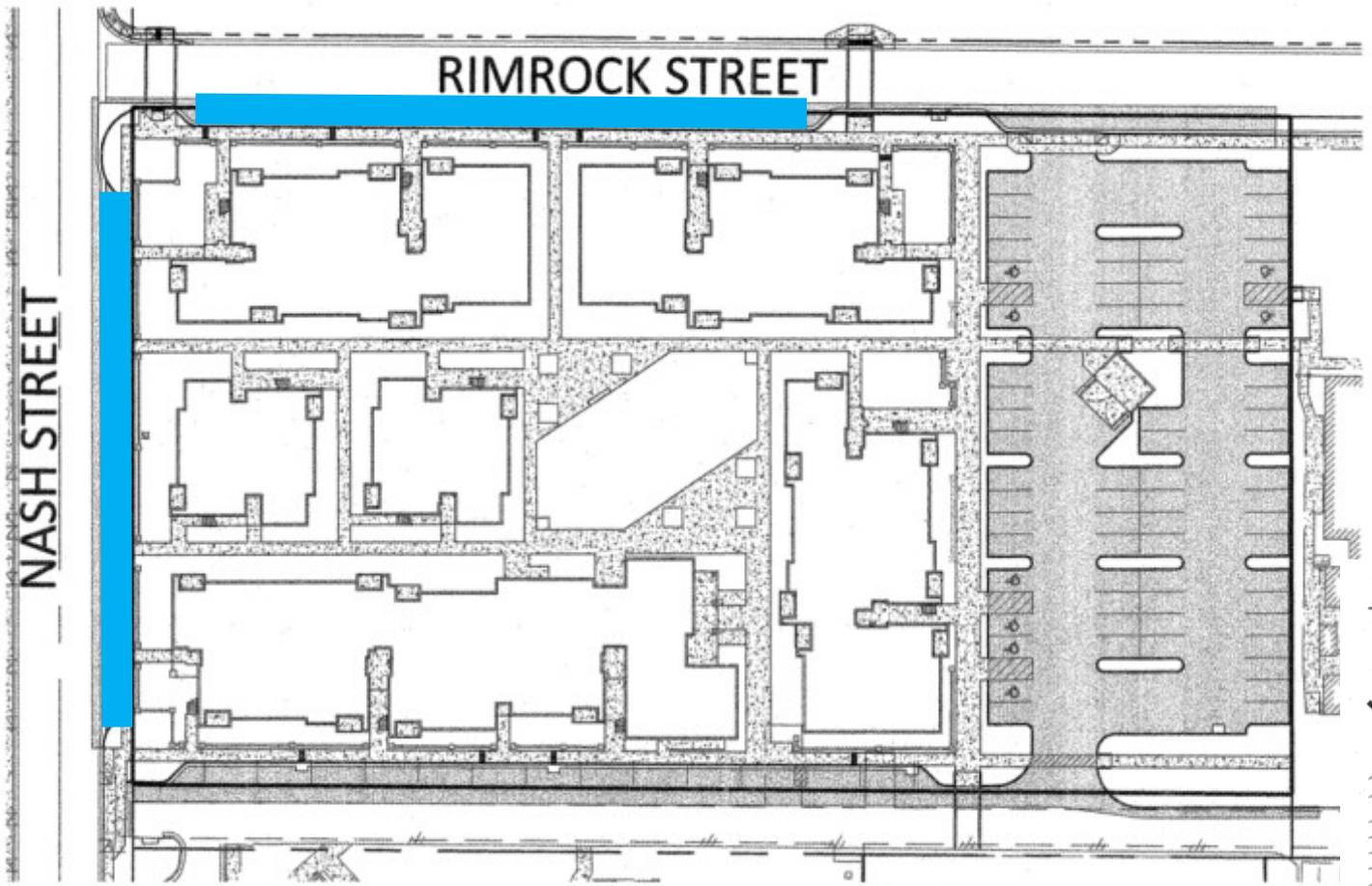
Approved as to form:

Robert Wingo, City Attorney

Exhibit A

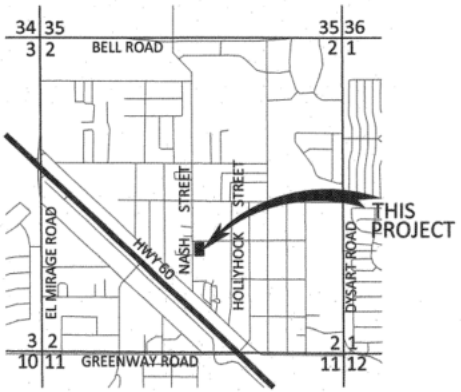
Map of Infrastructure

HERITAGE AT SURPRISE



INFRASTRUCTURE TO BE ACCEPTED:

ROADWAY



IN THE NW 1/4 OF THE SE 1/4 OF SECTION 2,
T. 3 N., R. 1 W., G.&S.R.M.,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

LOCATION MAP

NORTH

3" = 1 MILE

EXHIBIT B

List and Cost of Improvements

SURPRISE
ARIZONA

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: 7/12/2020

Re: Heritage at Surprise

The public improvements for the above project have been completed and are tentatively scheduled for the August 18th, 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 - $34,250.00
- City Concrete - $48,950.00

- **Total: $83,200.00**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

July 10, 2020

Gorman General Contractors LLC
200 N Main St.
Oregon, WI 53575

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR HERITAGE AT SURPRISE – FS18-351

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, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS
Mike Gent, Deputy City Manager/Public Works Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule, Water Resource Management
Dennis Martinez, PW Civil Inspector

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/1/2020 ____ Commercial X Commercial w/Offsite ____ Residential

X COMPLETION ACCEPTANCE (End of Construction) ____ FINAL ACCEPTANCE (End of Warranty)

5/29/2020 Date of Punch-List Walk 7/1/2020 Date Punch-List Completed

FS Number: FS18-351 **Permit Number(s):** E19P-0064

Project Name: HERITAGE AT SURPRISE

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

GORMAN GENERAL CONTRACTORS LLC. 200 N. MAIN ST. OREGON, WI53575 602-558-7115

"shornyak@gormanusa.com"

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features

MATERIALS:

Asphalt: _____ Supplier _____ Total Lane Miles _____ Total Square Yards

Water:	4" in SCH80 PVC	Size/Type	606'	Total LF	2" in SCH80 PVC	Size/Type	66'	Total LF
	2" in CU PIPE	Size/Type	90'	Total LF		Size/Type		Total LF
Sewer:	6" in SDR35 PVC	Size/Type	1,805'	Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	24" in HDPE PIPE	Size/Type	211'	Total LF	18" in HDPE PIPE	Size/Type	831'	Total LF
	12" in HDPE PIPE	Size/Type	457'	Total LF	4" in HDPE PIPE	Size/Type	313'	Total LF
Fire Ln:	6" in DIP PIPE	Size/Type	1,115'	Total LF		Size/Type		Total LF

Additional Comments:

_____

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List
X Final Certification Letter from Engineer of Record
X Complete Geotechnical Testing Packet
N/A Sewer Pressure Testing Results
N/A Sewer Manhole Vacuum Testing Certification
N/A Sewer Manhole Insecticide Certification
N/A Sewer Videos with Operators Notes (inc. re-videos)
___ Other _____ (Specify)

N/A AOC
X Asphalt Concrete Ticket w/ Name of Contractor
X Streetlight Energize Letter
X As built Documents (PDF copy on CD)
N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: DENNIS R. MARTINEZ, CCI **Date:** 7/1/2020

Civil Engineering Supervisor: NUNING D. LEMKE, P.E. CMF **Date:** 7/1/2020

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Kristin Tytler
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise, City of Glendale, and the Maricopa County Department of Transportation (MCDOT) for construction, operation and maintenance of the traffic signal at Peoria Avenue and Reems Road; Resolution 2020-54.

Motion:
I move to approve Resolution # 2020-54.

Background:
The intersection of Peoria Avenue and Reems Road is an existing unsignalized four-way intersection with stop control. The City of Surprise, the City of Glendale, and MCDOT each have jurisdictional area within the intersection (the County's jurisdiction includes the west half of the south leg. Surprise's jurisdiction includes the west leg, the north leg, and the north half of the east leg. Glendale's jurisdiction includes the south half of the east leg and the east half of the south leg.)

An adjacent development project is currently underway in Glendale's city limits and part of the project includes a traffic signal, which will be constructed FY21. The City of Glendale is the lead agency in the management and construction of the signal.

The purpose of this Agreement is to identify and define the responsibilities of the County, Surprise, and Glendale for the signal project, including but not limited to cost-sharing, permitting, utility relocation, construction, and construction management.

Surprise will be responsible for a portion of the signal cost and, upon completion of the project, Surprise will assume full responsibility for the operation and maintenance costs of the signal.

Objective Analysis:
This IGA will allow for Surprise to maintain control of the signal corridor along Peoria Avenue. The City's ownership of the traffic signal at Reems Road and Peoria Avenue is consistent with the agreements in place for the two adjacent traffic signals on Peoria Avenue at both Litchfield Road and

SR303L. These agreements allow the City to best manage the traffic signal timing and operations with a focus on the residents of the City of Surprise. Additionally, the City of Surprise is the closest agency in proximity to the traffic signal which allows for prompt and efficient response to outages and malfunctions.

Policy Compliant:

Pursuant to Arizona Revised Statute §11-951, et seq., the City of Surprise has the authority to enter into an intergovernmental agreement (IGA) with other governmental entities for the purposes set forth in this agreement.

Financial Impact:

The estimated cost of the signal is $270,805.00. Surprise shall be responsible for fifty percent (50%) of the Net Project Cost, which is estimated at $135,402.50. Surprise shall also be credited for work already completed towards the installation of the Project. This credit is estimated to be $82,650, therefore, the estimated cost obligation for the installation is $52,752.50.

Budget Impact:

Funding for the capital infrastructure costs for this project are programmed in the FY2021 budget in capital project P61500 Traffic Signals.

Operations and maintenance, now and in the future, will be supported from the city's HURF Fund. 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. Res2020-54_MCDOT_GLENDALE_Peoria Avenue Signal

RESOLUTION # 2020-54

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND THE CITY OF GLENDALE FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE TRAFFIC SIGNAL AT PEORIA AVENUE AND REEMS ROAD.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.,* the City of Surprise ("City") has the authority to enter into an intergovernmental agreement ("IGA") with other governmental entities for the purposes set forth herein;

WHEREAS, the City desires to enter into this IGA with Maricopa County and the City of Glendale (collectively the "Parties") in order to facilitate the construction of the traffic signal at Peoria Avenue and Reems Road ("Traffic Signal");

WHEREAS, the City desires to enter into this IGA in order to identify and allocate between the Parties, future maintenance responsibilities for the Traffic Signal; and

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

Section 1. The Intergovernmental Agreement between the City of Surprise, Maricopa County, and the City of Glendale, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE, MARICOPA COUNTY AND
THE CITY OF GLENDALE

DocuSign Envelope ID: D5841A44-D9BC-4A23-A462-BA995749BFAA

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY, THE CITY OF SURPRISE, AND THE CITY OF GLENDALE FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE TRAFFIC SIGNAL AT PEORIA AVENUE AND REEMS ROAD

(TT0672)

(C-64-20-_____-M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Surprise (**Surprise**), a municipal corporation, and the City of Glendale (**Glendale**), a municipal corporation. The County, Surprise and Glendale are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorize the County to lay out, maintain, control and manage public roads within the County.

2. A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize Surprise and Glendale to lay out and establish, regulate and improve streets within their respective jurisdictions and to enter into this Agreement.

BACKGROUND

4. The intersection of Peoria Avenue and Reems Road is an existing unsignalized four-way intersection with stop control (see Exhibit A). The County's jurisdiction includes the west half of the south leg. Surprise's jurisdiction includes the west leg, the north leg, and the north half of the east leg. Glendale's jurisdiction includes the south half of the east leg and the east half of the south leg.

5. The intersection meets signal warrants. The proposed project is to install a new traffic signal at the Peoria Avenue and Reems Road intersection (**Project**).

6. The Project design for the signal has been completed and approved by Surprise and Glendale. The Project is anticipated to be constructed in Fiscal Year 2021.

7. The estimated total Project cost is currently $270,805 (Exhibit B). The adjacent Developer previously paid the Design and Right-of-Way costs.

8. The County will not financially participate in Project enhancements inconsistent with the County's Roadway Design Manual, including but not limited to landscaping, irrigation, street lighting, visual mitigation, decorative pavers, street furniture and any other items inconsistent with the County's Roadway Design Manual, unless otherwise specifically identified in this Agreement.

PURPOSE OF THE AGREEMENT

9. The purpose of this Agreement is to identify and define the responsibilities of the County, Surprise, and Glendale for the Project, including but not limited to cost-sharing, permitting, utility relocation, construction, and construction management.

TERMS OF THE AGREEMENT

10. This Agreement does not alter the ownership, operation, liabilities, or maintenance responsibilities of the Parties for the Project roadways.

11. This agreement includes an estimated cost for the Project. The final cost shares shall be based on the actual cost of constructing the Project.

12. **Responsibilities of County:**

    12.1 County shall be responsible for twenty-five percent (25%) of the Net Project Cost and shall not to exceed $75,000.

    12.2 County shall remit payment within thirty (30) days of the receipt of an invoice from Glendale.

    12.3 County shall issue no-cost permits for any necessary Project related work performed within the County.

    12.4 County shall participate in the Project's substantial completion, final inspection, and acceptance of the Project.

13. **Responsibilities of Glendale:**

    13.1 Glendale, or their representative, shall construct the Project and apply to the County and Surprise for no-cost permits for any necessary Project related work performed outside of their jurisdictions.

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13.2 Glendale's construction plans, as-built plans, and the completed project shall first be reviewed and approved by the City of Surprise and Maricopa County before the City of Surprise accepts responsibility for maintenance as set forth herein in paragraph 14.2. In the event Surprise finds, decides, or determines, in Surprise's sole discretion, that any aspect of the construction plans or the construction itself is unsafe or hazardous in any way, Glendale shall cure such hazard to Surprise's satisfaction before Surprise accepting maintenance responsibilities.

13.3 Glendale shall be responsible for twenty-five percent (25%) of the Net Project Cost. In the event the Net Project Cost exceeds $300,000, Glendale shall be responsible for thirty-seven, and one-half percent (37.5%) of the Net Project Cost in excess of $300,000.

13.4 Glendale shall participate in the Project's substantial completion, final inspection, and acceptance of the Project.

13.5 Upon the substantial completion of the Project, Glendale shall invoice the County for the County's Net Project Cost-share contribution for the intersection. Glendale shall not invoice the County before July 1, 2021.

13.6 Upon the substantial completion of the Project, Glendale shall invoice Surprise for Surprise's Net Project Cost-share contribution for the intersection. Glendale shall not invoice Surprise before July 1, 2022.

14. **Responsibilities of Surprise:**

14.1 Surprise shall lead the Project's substantial completion, final inspection and acceptance of the Project.

14.2 After reviewing and approving Glendale's pre-construction plans, as-built plans, and final construction of the project, Surprise shall assume full responsibility for the operation and maintenance costs of the Project, including electrical power and communication to the traffic signal and any associated luminaries.

14.3 Surprise shall be responsible for fifty percent (50%) of the Net Project Cost. Surprise shall be credited for work already completed towards the installation of the Project. This credit is estimated to be $82,650. In the event the Net Project Cost exceeds $300,000, Surprise shall be responsible for sixty-two and one-half percent (62.5%) of the Net Project Cost in excess of $300,000.

14.4 Surprise shall remit payment within thirty (30) days of the receipt of an invoice from Glendale.

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14.5 Surprise shall issue no-cost permits to Glendale for any necessary Project related work performed within Surprise.

GENERAL TERMS AND CONDITIONS

15. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save and hold the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the others against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Parties. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

16. This Agreement shall become effective as of the date it is approved by Glendale City Council, the Surprise City Council, and the Maricopa County Board of Supervisors and remain in full force and effect until all stipulations previously indicated have been satisfied, except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

17. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.

18. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:

    18.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

    18.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

18.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.

18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

19. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.

20. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

21. All notices required under this agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

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City of Surprise:

City of Surprise
Attn: City Manager
16000 North Civic Center Plaza
Surprise, Arizona 85374

City of Glendale:

City of Glendale
Attn: City Manager
6210 West Myrtle Avenue
Glendale, Arizona 85301

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

22. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.

23. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.

24. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.

25. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Surprise and Glendale City Councils in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.

26. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.

27. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

28. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

29. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

30. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

31. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

32. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term “day” as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.

33. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

34. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

35. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

36. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

37. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF SURPRISE

Recommended by:

Michael T. Frazier Date
City Manager

Approved and Accepted by:

Skip Hall Date
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

City Attorney Date

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GLENDALE

Recommended by:

Kevin R. Phelps Date
City Manager

Approved and Accepted by:

Jerry P. Weiers Date
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
Jennifer Toth 7/9/2020
89E8452A6BB0459...

Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Clint L. Hickman, Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the County by the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
Chad McBride 7/13/2020
9B0782D9F1CF48E...

Deputy County Attorney Date

EXHIBIT A
Map

EXHIBIT A

AGENCY JURISDICTIONS

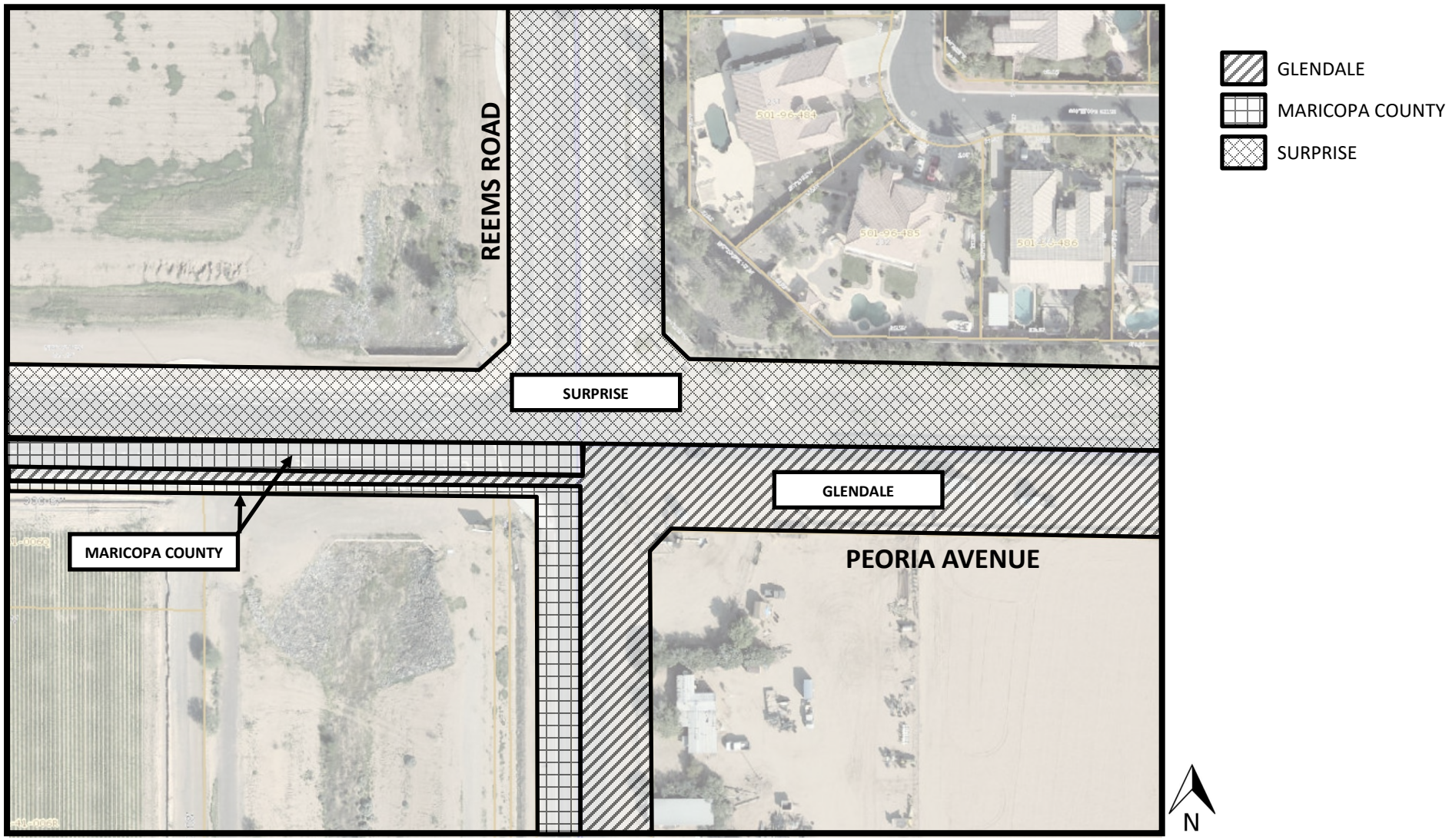


EXHIBIT B
Cost Estimate

CITY OF SURPRISE

Project T2
Peoria Ave and Reems Rd
TRAFFIC SIGNAL IMPROVEMENTS

	NO.	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE
New Infrastructure	1	TRAFFIC SIGNAL 'A' POLE (10')	1	EACH	$1,500.00	**$1,500.00**
	2	TRAFFIC SIGNAL 'J' POLE	0	EACH	$6,500.00	**$0.00**
	3	TRAFFIC SIGNAL 'K' POLE	0	EACH	$7,500.00	**$0.00**
	4	TRAFFIC SIGNAL 'R' POLE	3	EACH	$9,000.00	**$27,000.00**
	5	TRAFFIC SIGNAL FOUNDATION FOR TYPE J, K, Q, OR R POLE	3	EACH	$4,000.00	**$12,000.00**
	6	TRAFFIC SIGNAL FOUNDATION FOR TYPE 'A' POLE	1	EACH	$600.00	**$600.00**
	7	25' SIGNAL MAST ARM	0	EACH	$2,000.00	**$0.00**
	8	30' SIGNAL MAST ARM	0	EACH	$2,500.00	**$0.00**
	9	35' SIGNAL MAST ARM	1	EACH	$3,000.00	**$3,000.00**
	10	40' SIGNAL MAST ARM	0	EACH	$3,500.00	**$0.00**
	11	45' SIGNAL MAST ARM	0	EACH	$4,000.00	**$0.00**
	12	50' SIGNAL MAST ARM	3	EACH	$4,500.00	**$13,500.00**
	13	55' SIGNAL MAST ARM	0	EACH	$5,000.00	**$0.00**
	14	20' LUMINAIRE MAST ARM WITH 250W HPS LUMINAIRE	3	EACH	$1,800.00	**$5,400.00**
	15	TYPE 'F' SIGNAL HEAD	8	EACH	$600.00	**$4,800.00**
	16	TYPE 'G' SIGNAL HEAD	8	EACH	$1,100.00	**$8,800.00**
	17	TYPE 'R' SIGNAL HEAD	0	EACH	$600.00	**$0.00**
	18	PEDESTRIAN SIGNAL HEAD	8	EACH	$600.00	**$4,800.00**
	19	VIDEO DETECTION CAMERA WITH ALL MOUNTING HARDWARE	4	EACH	$8,000.00	**$32,000.00**
	20	EMERGENCY PREMPTION SENSOR	4	EACH	$1,000.00	**$4,000.00**
	21	INTERNALLY ILLUMINATED STREET NAME SIGN	4	EACH	$7,000.00	**$28,000.00**
	22	PEDESTRIAN PUSH BUTTON	8	EACH	$400.00	**$3,200.00**
	23	TYPE II HEAD MOUNTING	4	EACH	$150.00	**$600.00**
	24	ASTRO BRACKET MOUNTING	8	EACH	$150.00	**$1,200.00**
	25	TYPE IV HEAD MOUNTING	1	EACH	$300.00	**$300.00**
	26	TYPE V HEAD MOUNTING	5	EACH	$350.00	**$1,750.00**
	27	TYPE VI HEAD MOUNTING	0	EACH	$350.00	**$0.00**
	28	TYPE VII HEAD MOUNTING	3	EACH	$350.00	**$1,050.00**
	29	TYPE VIII HEAD MOUNTING	0	EACH	$375.00	**$0.00**
	30	#5 TRAFFIC SIGNAL PULL BOX	0	EACH	$375.00	**$0.00**
	31	#7 TRAFFIC SIGNAL PULL BOX	2	EACH	$600.00	**$1,200.00**
	32	#7 TRAFFIC SIGNAL PULL BOX WITH EXTENSION	0	EACH	$650.00	**$0.00**
	33	2" SCH 40 PVC CONDUIT	50	L.F.	$15.00	**$750.00**
	34	3" SCH 40 PVC CONDUIT	200	L.F.	$18.00	**$3,600.00**
	35	REMOVE EXISTING EQUIPMENT AND DELIVER TO CITY OF SURPRISE YARD	0	LUMP SUM	$4,300.00	**$0.00**
	36	TRAFFIC SIGNAL CONDUCTORS AND CABLES	1	LUMP SUM	$12,000.00	**$12,000.00**
	37	CONTINGENCY	10	%	$171,050.00	**$17,105.00**
					SUB-TOTAL:	**$188,155.00**
Existing Infrastructure	38	EXISTING TRAFFIC SIGNAL 'Q' POLE	1	EACH	$8,000.00	**$8,000.00**
	39	EXISTING TRAFFIC SIGNAL 'Q' POLE (SALVAGE)	1	EACH	$8,000.00	**$8,000.00**
	40	EXISTING TRAFFIC SIGNAL FOUNDATION FOR TYPE J, K, Q, OR R POLE	1	EACH	$4,000.00	**$4,000.00**
	41	EXISTING TRAFFIC SIGNAL CONTROLLER CABINET WITH ALL CONTROL MODULES	1	EACH	$30,000.00	**$30,000.00**
	42	EXISTING UNINTURRUPTED POWER SUPPLY	1	EACH	$5,000.00	**$5,000.00**
	43	EXISTING PEDESTAL MOUNTED METERED SERVICE ENCLOSURE	1	EACH	$5,000.00	**$5,000.00**
	44	EXISTING CCTV CAMERA	1	EACH	$5,000.00	**$5,000.00**
	45	EXISTING RADIO	1	EACH	$4,900.00	**$4,900.00**
	46	EXISTING #7 TRAFFIC SIGNAL PULL BOX	3	EACH	$600.00	**$1,800.00**
	47	EXISTING #7 TRAFFIC SIGNAL PULL BOX WITH EXTENSION	1	EACH	$650.00	**$650.00**
	48	EXISTING #9 VAULT	1	EACH	$2,500.00	**$2,500.00**
	49	EXISTING (2) 3" SCH 40 PVC CONDUIT	300	L.F.	$20.00	**$6,000.00**
	50	EXISTING FIBER OPTIC CONDUIT	100	L.F.	$18.00	**$1,800.00**
					SUB-TOTAL:	**$82,650.00**
					TOTAL:	**$270,805.00**

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
68244
DIEGO
ORTIZ
10/3/19
Date Signed
ARIZONA U.S.A.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations: None

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Internal

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

Agenda Wording:
Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to facilitate temporary emergency shelter services, accepting grant funding, and amending the Fiscal Year 2021 budget by reallocating $100,000 within the grants fund; Resolution 2020-84.

Motion:
I move to approve Resolution # 2020-84.

Background:
The Interfaith Homeless Emergency Program (I-HELP) is designed to provide temporary shelter to eligible individuals experiencing homelessness on a short-term basis with the goal of connecting people to housing, employment, health care and other critical services. This topic first arose in Surprise through the Compassionate Surprise initiative in 2011. I-HELP has been very successful in other parts of the valley, led by non-profit organizations with support from local governments and other donors.

Regional Partners - El Mirage, Youngtown, Peoria and Maricopa County. I-HELP is part of the larger Maricopa County system of addressing homelessness in collaboration with the MAG Regional Continuum of Care (CoC). I-HELP seeks to provide local shelter options, while supporting a coordinated regional plan to end homelessness while igniting investment in the region. The I-HELP model is currently being utilized successfully in several east and west valley communities, has been found to be effective in providing access to safe shelter, personalized service plans detailing the steps necessary to transition to a life of stability, as well as links to healthcare resources including substance abuse, behavioral health counseling, primary care and health screenings, employment and job training resources, and housing and benefits advocacy.

The NW I-HELP program has served more than 40 individuals experiencing homelessness since the program launched Oct 27, 2019.

The other I-HELP communities:
Chandler/Gilbert (AZCEND)
Tempe (Tempe Community Action Agency)
Mesa – (Lutheran Social Services)

Avondale/Goodyear/Litchfield Park – (Lutheran Social Services)

Objective Analysis:
This action will allow the Human Service & Community Vitality Department to continue to facilitate temporary emergency shelter services within the Northwest Valley through a contracted program operator.

Policy Compliant:
This action is compliant with City and Council policies.

Financial Impact:
All service expenditures will be on a monthly reimbursement basis. Services will be provided by a non-profit partner through a pass-through one-time grant effective 7/1/2020 - 6/30/2021 in an amount not to exceed $100,000. There is no city-match requirement.

Budget Impact:
This action will require a reallocation of appropriations in the amount of $100,000 within the Grants Fund from contingency to project G51691 to cover the projected expenses associated with the program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:
This item does not impact the overall full-time equivalent count.

ATTACHMENTS:
1. RES 2020-84 IGA Amend 1 Homeless Services

RESOLUTION # 2020-84

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO FACILITATE TEMPORARY EMERGENCY SHELTER SERVICES, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF $100,000 WITHIN THE GRANTS FUND.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.,* the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

WHEREAS, the City and County ("Parties") previously entered into an IGA in 2019 in order to facilitate the services to include temporary emergency shelter services in the Northwest Valley from July 1, 2019 through June 30, 2020;

WHEREAS, the parties desire to enter into Amendment No. 1 to extend the Agreement term from July 1, 2020 through June 30, 2021;

WHEREAS, all service expenditures are on a reimbursement basis, up to $100,000;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

Section 2. The Intergovernmental Agreement between the City of Surprise and the Maricopa County, attached as *Exhibit B*, is approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of $100,000 within the Grants Fund to cover projected expenditures associated with temporary emergency shelter services. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51691 FY21 Maricopa Homelessness Grant	E	-	100,000	100,000
Grants	Human Svcs and Comm Vitality	#G51691 FY21 Maricopa Homelessness Grant	R	-	100,000	100,000
Grants	General Operations	Contingency	E	25,000,000	(100,000)	24,900,000
Grants	General Operations	Other	R	25,000,000	(100,000)	24,900,000
			Expense Total	**25,000,000**	**-**	**25,000,000**
			Revenue Total	**25,000,000**	**-**	**25,000,000**

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *MARICOPA COUNTY*

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF SURPRISE

I. Maricopa County ("County") administered by its Human Services Department entered into a financial Intergovernmental Agreement ("Agreement") with the City of Surprise ("Contractor"), which was fully executed on or about July 25, 2019, for the provision of temporary emergency shelter services, outreach, and case management to people experiencing homelessness in Surprise. Under the Agreement, the County provided the Contractor with $100,000 in Community Service Block Grant (CSBG) funds for the services. The Agreement term is from July 1, 2019, through June 30, 2020. The County and the Contractor are referred to as the "Parties."

II. The Parties agree to enter into this Amendment No. 1 to amend the Agreement as follows:

A. In accordance with Section I (GENERAL PROVISIONS), Paragraphs 2.0 (TERM/EFFECTIVE DATE/RENEWAL LIFE OF THE AGREEMENT) and 3.0 (AMENDMENTS), extend the Agreement term from July 1, 2020, through June 30, 2021 ("Renewal Period No. 1).

B. Add that the County shall provide the Contractor with $100,000 for the extension period.

C. Add the following new paragraph to Section I (GENERAL PROVISIONS):

48.0 WRITTEN CERTIFICATION IN ACCORDANCE WITH A.R.S. § 35-393.01
If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, then the Subrecipient certifies it is not currently engages in, and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

D. Add the following new paragraph to Section I (GENERAL PROVISIONS):

49.0 FORCE MAJEURE

49.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or

confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

49.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

49.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

E. Revise Section IV (COMPENSATION), Paragraph 4.0 (FUNDING), Subparagraph 4.5, as follows:

Subject to the availability and authorization of funds, the anticipated funding for this Agreement for fiscal year 2021 is $100,000.

F. Revise Section V (ATTACHMENTS) to add for fiscal year 2021 the attached Attachment B Operating Budget for Fiscal Year 2021.

III. This Amendment No. 1 is subject to the provisions of A.R.S. § 38-511.

IV. The Agreement is amended to incorporate the changes contained in this Amendment No.1. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as executed by the Parties.

V. The Parties have authorized the undersigned to execute this Amendment No. 1, which shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

FOR CITY OF SURPRISE:

_____

_____
Date

Attested To:

_____
City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

_____
Attorney for the Contractor Date

FOR MARICOPA COUNTY:

_____
Chairman of the Board of Supervisors

Attested To:

_____
Fran McCarroll, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

_____
Deputy County Attorney Date

Attachment B Operating Budget for Fiscal Year 2021

I-HELP Shelter - Year Two
City of Surprise CSBG

Line Item	Justification			Total
Revenue				
I-HELP Shelter CSBG				$100,000
	TOTAL			**$100,000**
Expense				
Line Item	**Justification**			**Total**
Personnel		**FTE**	Hours	
Position 1	Regional Director	0.05		$4,325
Position 2	Program Coordinator	1.00		$47,000
Position 3	Case Manager: Northwest Valley: ($17 per hour/40 hour per week)	0.50		$17,680
	TOTAL	**1.55**		**$69,005**
Fringe Benefits				
Benefits-FICA (0.0765% total salaries)	16 % of total salaries			
Benefits-Health Insurance				
Benefits-Unemployment				
Benefits-Life & STD				
Benefits-Workers Compensation				
			TOTAL	**$11,041**
Travel				
Local Program Mileage	(250 miles/month x $0.45/mile x 12 months)			$1,350
			TOTAL	**$1,350**
Transportation: LSS-SW Vehicles				
Insurance	Not Requested			$0
Fuel	Not Requested			$0
Maintenance and Repairs	Not Requested			$0
Van for Northwest Valley	Not Requested			$0
			TOTAL	**$0**
Equipment				
1 Computer	$1,000			$1,000
Printer	$300			$300
Cell phones/data	(12 months)			$0
			TOTAL	**$1,300**
Supplies				
Office Supplies	(12 months)			$250
Postage	(12 months)			$0
Printing/Copying Supplies	(12 months)			$200
Program Supplies - Other	(Misc. printer cartridges and supplies)			$250
			TOTAL	**$700**
Contractual				
Employee Background Checks	$85 per 1 employees background check)			$0
Operational leases				$0
Advertising and Promotion	print and electronic media			$350
Conferences and meeting	Training and development			$450
Fees and dues	HMIS user licenses			$200
Peer Monitors	Not Requested			$0
			TOTAL	**$1,000**
Other				
Rent	Space is donated by the churches (in-kind)			$0
Food	Meals are donated			$0
Phones, fax, and internet	$70 per month x 12 months)			$840
2 cell phones/data	$80 x 2			$160
Insurance-Building related	None Requested			$0
West Valley Start up costs for additional host sites				$1,000
			TOTAL	**$2,000**
Direct Client Assistance				
Bus passes, fuel cards, job training, uniforms				$4,513
			TOTAL	**$4,513**
Total Direct Costs				**$90,909**
Allocated Indirect Charges				
Total Indirect = x 10% City of Surprise approved indirect cost rate.				**$9,090.88**
Indirect Cost			TOTAL	**$9,091**
TOTAL PROGRAM COSTS				**$100,000**
Net Revenue Over/(Under) Expenses				**$0**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020

Contact Person: Joseph Gladieux, SENIOR SVCS PRG SUPV

Submitting Department: Human Svcs and Comm Vitality

District: Internal

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to authorizing the City to accept grant funding in the amount of $80,000 from Area Agency on Aging for the Congregate Meal Program and amending the Fiscal Year 2021 budget by reallocating appropriations of $80,000 within the grants fund; Resolution #2020-85.

Motion:

I move to approve Resolution # 2020-85.

Background:

The City of Surprise, through its Human Service & Community Vitality (HSCV) Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004. The grant award will serve to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the program.

Objective Analysis:

This action will allow the HSCV Department to maintain the congregate meal service program at the Senior Center.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This grant award is $21,700 for part-time salaries and $58,300 for special event hosting for a one-time total of $80,000. There is a 10% in-kind City match requirement in the amount of $8,000 which will be met with HSCV's General Fund operating budget for a total grant budget of $88,000.

Budget Impact:

This action requires a reallocation of appropriations in the amount of $80,000 within the Grants Fund from contingency to project G51503 and project G51513 to cover projected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:
This item does not impact the full-time equivalent count.

ATTACHMENTS:
1. RES 2020-85 AAA
2. 2021-36-SUR

RESOLUTION # 2020-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF $80,000 FROM AREA AGENCY ON AGING FOR THE CONGREGATE MEAL PROGRAM AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF $80,000 WITHIN THE GRANTS FUND.

WHEREAS, the City of Surprise, through its Human Service & Community Vitality Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004;

WHEREAS, the $80,000 grant award will serve to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the congregate meal program;

WHEREAS, all service expenditures are on a reimbursement basis, up to $80,000;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

Section 2. The City of Surprise is authorized to accept a grant in the amount of $80,000 from Area Agency on Aging for Congregate Meals.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of $80,000 within the Grants Fund to cover projected expenditures for the Congregate Meal Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51503 FY21 AAA Meals	E	-	68,300	68,300
Grants	Human Svcs and Comm Vitality	#G51503 FY21 AAA Meals	R	-	68,300	68,300
Grants	Human Svcs and Comm Vitality	#G51513 FY21 AAA Senior Center	E		11,700	11,700
Grants	Human Svcs and Comm Vitality	#G51513 FY21 AAA Senior Center	R		11,700	11,700
Grants	General Operations	Contingency	E	25,000,000	(80,000)	24,920,000
Grants	General Operations	Other	R	25,000,000	(80,000)	24,920,000
			Expense Total	**25,000,000**	**-**	**25,000,000**
			Revenue Total	**25,000,000**	**-**	**25,000,000**

Contract #2021-36-SUR

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

AND

City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374
623-222-1500 fax: 623-222-1501
EIN: 86-6007796

DURATION OF THE CONTRACT, FY 2021: July 1, 2020 and shall end June 30, 2021

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO	Seth Dyson, Human Service & Community Vitality Director
Programmatic Authority: Lizzie Kazan, Lead Contract Specialist	Joe Gladieux, Human Service & Community Vitality Manager
Daily Contacts: Michael Ashton, Contract Specialist	Joe Gladieux, Human Service & Community Vitality Manager

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:
Nick Sarpy, Accounting Manager, 16000 North Civic Center Plaza, Surprise Arizona 85374

This Contract is entered into by and between City of Surprise, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING, REGION ONE, INCORPORATED

Signature and Date

Mary Lynn Kasunic, President & CEO
Area Agency on Aging, Region One

CITY OF SURPRISE

Signature and Date

Seth Dyson, Human Service & Community Vitality Director

CONTRACT SUMMARY

FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2021-36-SUR

CONTRACTOR: City of Surprise

TYPE: ***Original Contract***

CONTRACT TERM: July 1, 2020 to June 30, 2021

Contract Reimbursement Ceiling for all Services: **TOTAL: $ 80,000**

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Multipurpose Operations
Area Agency	68,300	11,700
Project Income	12,180	-
Non-Fed Inkind	-	-
Non-Fed Cash	112,744	156,005
Other Federal	-	-
TOTAL	193,224	167,705
EXPENSES		
Personnel	105,976	125,077
ERE	20,798	24,928
Prof&Outside	-	-
Travel	200	-
Space	8,550	12,400
Equipment	-	-
Materials/Supl	56,100	4,900
Operating Svc	1,600	400
Indirect	-	-
TOTAL	193,224	167,705
UNITS	11,500	3,837
UNIT RATE	$ 16.80	$ 43.71

ADES Special Terms and Conditions

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

1.1 **"***Award Date***"** The date the Contract is executed by Area Agency. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.

1.2 "*Client Specific Referral*" Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.

1.3 **"***Department***"** The Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.4 **"***Effective Date***"** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.

1.5 **"***Equipment***"** All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

1.6 **"***May***"** Indicates something that is not mandatory but permissible.

1.7 "*Purchase Order*" also known as "Purchase Authorization" or "Release Order" is an authorized document to procure goods or services.

1.8 **"***Shall, Must***"** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.

1.9 **"***Should***"** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.

1.10 **"***Vulnerable adult***"** An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.

1.11 *"Additional Insured"* Specifically includes all agencies and requirements as identified in Section 26.4.3.

1.12 *"Area Agency"* Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.

1.13 *"Contract Specialist"* Is the Area Agency staff person who is assigned managerial responsibility for the contract.

1.14 *"Scope of Work"* The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.

1.15 *"Service Specification"* The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency."

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 **Merger, Reorganization or Change of Ownership**

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

If providing direct services to children or vulnerable adults, the following shall apply:

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor will conduct A Central Registry Background Check *(Exhibit A)* using the Area Agency contract number **CTR048037** and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

6.2.1 Any person who applies for a contract with Area Agency and that person's employees;

6.2.2 All employees of a contractor;

6.2.3 A subcontractor of a contractor and the subcontractor's employees; and

6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form *(Exhibit B)* if the certification states:

6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

6.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.

6.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: https://des.az.gov/documents-center.

6.7.1 In the Document Center "Filter by Category "Select Aging" and click on "Search". This will produce the following result:

1. Document Number AAA-1344A

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;

9.3 Provided favorable or unfavorable treatment to anyone;

9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;

9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or

9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of $5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12.0 CONFIDENTIALITY

12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.

12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.

13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.

13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14.0 COOPERATION

14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.

16.2 The Data Sharing Request Agreement is located at: http://des.az.gov/documents-center. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:

16.2.1 Document Number J-119-Single (For requests involving a single division or program).

16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17.0 EQUIPMENT

17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.

17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

18.0 EVALUATION

18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

19.0 E-VERIFY

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*

19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES

20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22.0 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23.0 FINGERPRINTING

23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to

contract performance.

23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

Exhibit C English

Exhibit D Spanish

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.

24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0 INCLUSIVE CONTRACTOR

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0 INDEMNIFICATION AND INSURANCE

26.1 **Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials,

agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2 **Insurance Requirements**

26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3 **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability (CGL) – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $3,000,000 (ALTCS) / $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $ 50,000
- Each Occurrence $1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*

4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the

performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than $500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is $100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following

provisions:

26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.4.3 Required Agencies:

_✓_ Area Agency on Aging, Region One Incorporated
_✓_ State of Arizona and Department of Economic Security
___ Banner University Family Plan
___ UnitedHealthcare Community Plan
___ Mercy Care Plan

26.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

26.6.2 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall

be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

26.10 **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 LEVELS OF SERVICE

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location: https://des.az.gov/digital- library/limited-english-proficiency.

30.0 NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

31.3.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, (**insert Contractor name here**) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (**insert Contractor name here**) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (**insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** "*Para obtener este documento en otro formato o obtener información adicional sobre esta política***, (insert Contractor contact person and phone number here**)."

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

32.1 All notices shall reference the contract number.

32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:

32.2.1 Change of telephone number;

32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;

32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or

32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

33.1.1 ADES Special Terms and Conditions;

33.1.2 Uniform Terms and Conditions;

33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services
33.1.4 Scope of Work;

33.1.5 Service Specifications

33.1.6 Area Agency Manuals, Policies and Directives

33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;

33.1.8 Exhibits;

33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

34.1.2 Alternative methods to ensure there are services or products in the supply chain.

34.1.3 An up to date list of company contacts and organizational chart.

34.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, Area Agency shall have the following rights:

34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.

34.2.2 Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36.0 PAYMENTS

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:

36.1.1 ✓ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall be only be made by a Contract Amendment.

36.1.2 __ Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.

36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary,

or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.

36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.

36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.

36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.

36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.

36.6 Under no circumstances shall Area Agency make payment to the Contractor:

36.6.1 That exceeds the unit authorized without an amendment to this contract;

36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or

36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.

36.8 Compensation for Rate or Fixed Price

36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.

36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.

36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.

36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.

36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.

36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

36.9 Compensation for Fixed Price with Price Adjustment

36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.

36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.

36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.

36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;

37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;

37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the “Substantial Interest” section of these terms and conditions;

37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the “Unallowable Costs” section of these terms and conditions;

37.6 Any amounts paid by Area Agency for which the Contractor’s books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;

37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the “Certification of Cost or Pricing Data” section of these terms and conditions; and

37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41.0 RATE ADJUSTMENT

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department
1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per

contract requirements.

42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.

42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.

42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.

43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*

44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.

44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.

44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and

ensure performance, is in accordance with the requirements of the Contract.

46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:

46.2.1 Be on the Contractors company letterhead;

46.2.2 Be signed by an authorized representative of the Contractor; and

46.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.

46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.

47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to,

the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 "*Contract*" means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.

1.3 "*Contract Amendment*" means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.

1.4 "*Contractor*" means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.

1.5 "*Days*" means calendar days unless otherwise specified.

1.6 "*Exhibit*" means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.

1.7 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 "*Procurement Officer*" means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 ADES Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services

2.3.4 Scope of Work;

2.3.5 Service Specifications;

2.3.6 Area Agency manuals, policies and directives;

2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions

2.3.8 Exhibits;

2.3.9 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties**. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence**. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 CONTRACT ADMINISTRATION AND OPERATION

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination**. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing**. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.

3.5 **Notices**. Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.

3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.

3.8 **Ownership of Intellectual Property**. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.

3.9 **Federal Immigration and Nationality Act**. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years whichever is longer."*

3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 COSTS AND PAYMENTS

4.1 **Payments**. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and it's funders harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.

4.4 **Availability of Funds for the Next State fiscal year**. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 **Availability of Funds for the current State fiscal year**. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or Area Agency may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

5.0 CONTRACT CHANGES

5.1 **Amendments**. This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 **Subcontracts**. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 **Assignment and Delegation**. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 RISK AND LIABILITY

6.1 **Risk of Loss**: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.2.3 **Indemnification for Subcontractor**. In addition, the Contractor shall cause its contractor(s) and

subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 WARRANTIES

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that,

for one year after acceptance by the Area Agency of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.

7.5 **Compliance With Applicable Laws**. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 CONTRACTUAL REMEDIES

8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.

8.4 **Nonconforming Tender**. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Area

Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 CONTRACT TERMINATION

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities**. The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment**. The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.

9.4 **Termination for Convenience.** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default**.

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in

accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

16.0 CONGREGATE MEALS

16.1 **Purpose Statement**

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 **Service Description**

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 **Service Requirements – The Contractor shall provide:**

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
   a) A dietitian or other individual meeting the requirements in Section 17.4;
   b) Meal participants; and
   c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
   a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
   b) Plan menus considering the availability of foods during seasons when they are most plentiful.
   c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS "Nutrition, Food Service, and Wellness Manual as amended.
   d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
      i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
      ii. Plan the menu with a majority (≥ 80%) as hot meals.
      iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor's standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
   a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS "Nutrition, Food Service, and Wellness Manual" and as may be amended.

16.3.2 Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.

2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
   b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
   c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
   d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3 Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4 Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
5. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.

8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
    a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 Social Interaction

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 Site Monitoring

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION
    a. To provide for delivery of congregate meals.

2. STAFFING REQUIREMENTS
    a. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
        1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
        2. Document staff certification and training in personnel files.
        3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. CLIENT CONTRIBUTION POLICIES
    a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
    b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
    c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
    d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
    e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
    f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

4. REPORTING REQUIREMENTS
    Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
    a. All congregate meal operations must be conducted using the Area Agency electronic database.
    b. Reports and documentation must be reported on a calendar month only as follows:
        i. program reports completed by the 5th of each month.
        ii. financial statement completed by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE
    a. One unit of service equals one meal served to a client.

29.0 MULTIPURPOSE CENTER OPERATIONS

29.1 **Purpose Statement**

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 **Service Description**

29.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 **Service Requirements – The Contractor shall provide:**

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and
3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.

29.3.5 Education:

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
4. Develop and maintain on-going physical activity programs;
5. Coordinate with local community resources to provide health screening and health risk assessments; and
6. Provide training on the self-management of chronic conditions.

29.3.6 Volunteer Opportunities:

1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
2. Implement a volunteer recruitment system;
3. Provide job descriptions for volunteers; and
4. Provide and document training for volunteers.

29.3.7 Recreational Activities:

1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;

29.3.8 Intergenerational Programs:

1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.

29.4 **Licensure/Certification Requirements**

29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.

29.5 **Reporting Unit**

29.5.1 One (1) unit of service equals 60 minutes of service time.

39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION

1. SERVICE STANDARDS
   Contractor shall comply with the following minimum standards:
   a. Health Promotion
      Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
   b. Exercise
      Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION
   Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS
   Area Agency recognizes two forms of units for this service:
   a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
   b. Staff hour: the staff reporting time is limited to the following categories:
      i. program planning.
      ii. conducting activities.
      iii. providing social services.
      iv. conducting outreach.
      v. volunteer coordination to include recruitment, supervision, recognition.
      vi. staff training provided to contractor staff / volunteers.
      vii. continuing education for staff / volunteers.

   For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS
   Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
   a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
   b. reports and documentation must be reported as follows:
      i. program report for activities completed by the 5th of each month.
      ii. program report for MCO units completed by the 5th of each month.
      iii. financial statement completed by the 10th of each month.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

Organization (Contractor / Subcontractor)	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area to be Served	Adult Day Health Care or Home Delivered Meal Delivery Area
City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 P: 623-222-1500 F: 623-222-1501	☐	Administrative		N/A	N/A
City of Surprise Senior Center 15832 N. Hollyhock St. Surprise, AZ 85378 P: 623-222-1500 F: 623-222-1501	☐	Congregate Meals Multipurpose Center Operations	Monday – Friday 8:00am – 4:00pm	PSA 1	N/A

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

☒ New Year's Day	☒ Independence Day *(observed)*	☒ Thanksgiving Day	☐ Other
☒ Martin Luther King Jr's	☐ Rosh Hashanah	☒ Day after Thanksgiving	☐ Other: Type here
☒ President's Day	☒ Labor Day	☐ Christmas Eve	☐ Other: Type here
☐ Cesar Chavez Day	☐ Yom Kippur	☒ Christmas Day	☐ Other: Type here
☐ Good Friday	☐ Columbus Day	☐ New Year's Eve	☐ Other: Type here
☒ Memorial Day	☒ Veteran's Day	☒ Other: Staff service day in July TBD	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF SURPRISE

Signature and Date

Seth Dyson, Human Service & Community Vitality Director

CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," " proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF SURPRISE

_____

Signature and Date

Seth Dyson, Human Service & Community Vitality Director

AAA-1343A FORENG (12-19)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK-COVER SHEET

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Central Registry and any attached files shall be used as a factor to determine qualifications for individuals/agencies applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. **The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.**

PLEASE COMPLETE ALL FIELDS ACCURATELY AND LEGIBLY.

Organization Name _____

ADES/DAAS Contract Number CTR048037

Check One: ☐ Prospective ADES/DAAS Contractor ☐ Current ADES/DAAS Contractor

☑ Subcontractor to ADES/DAAS Contractor - Identify ADES/DAAS Contractor:

Area Agency on Aging, Region One

Tracking Number *(You must provide your unique tracking number as it will be used to identify and track this document and the individuals linked to it.)*: _____

Check One: ☐ New Contract with ADES/DAAS ☐ ADES/DAAS Contract Extension ☑ New employee hire

Requester's Phone Number _____ Requester's Email Address _____

Requester's Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

Name of person authorized to submit request attesting to the presence of a Signed Direct Service form for each request

_____

Requester's Signature _____ Date of Request _____

SUBMIT THIS COMPLETED COVER SHEET AND REQUEST FORM(S) THROUGH ONE OF THE FOLLOWING METHODS:

Email *(secured)* to: DAAS-CR@azdes.gov Please indicate Organization Name in subject line.

Fax to: Central Registry Request at 602-542-6636

RESULTS of this check will be:

1. **EMAILED** to the address above indicating that one or more individuals on the request was *(were)* unable to be processed with the information provided. The Signatory will be required to respond to DAAS-CR@azdes.gov within 10 working days with a statement verifying that the person(s) is(are) not providing a direct service to a child or vulnerable adult; or
2. **EMAILED** to the address above if all names are cleared; or
3. **EMAILED** to the address above with information on individuals found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. **MAILED** to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of ADES.

Illegible, inaccurate, or incomplete information on the Cover Sheet or Request Form will delay your response from ADES/DAAS.

See page 3 for EOE/ADA disclosures

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, and information must be accurate and legible.)

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

DISQUALIFICATION ACTS

A person is disqualified from providing services to ADES clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

24 Child death due to alleged abuse or neglect, or suspicious death

25 Injuries requiring emergency medical treatment

27 Child age 24 months is shaken (shaken baby syndrome)

33 Untreated life threatening condition, Infant Doe, Non-organic FTT

37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker

38 Neglect results in injury/illness requiring emergency medical treatment

39 Imminent harm to child due to health or safety hazards in living environmenUexposure to the elements

40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment

41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days

42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined

43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now

45 Injuries may require medical treatment

46 P3 Injury to child under age six years

50 Living environment presents health or safety hazards to a child under the age of six

51 Sexual conduct/physical injury between children due to inadequate supervision

54 Sexual behavior within the past 8-14 days

55 Child diagnosed by mental health professional with behavior consistent with emotional abuse

56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week

66 Significant developmental delays due to neglect

69 Attempted sexual behavior or sexual behavior, 14 days to three years or last occur unknown

72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching

76 Use of child by parent, guardian or custodian for material gain

82 Parent, guardian or custodian sexually abused a child in past, now in home with a child

83 Attempted sexual behavior or sexual behavioral when last occurred more than three years

101 Death of a child due to neglect

111 Death of a child due to physical abuse or suspicious death

201 Physical abuse high risk

202 Physical abuse moderate risk

301 Neglect, high risk

302 Neglect, moderate risk

401 Sexual abuse, high risk

402 Sexual abuse, moderate risk

403 Sexual Abuse, low risk

404 Sexual Abuse, response 4

501 Emotion Abuse, high risk

502 Emotional abuse, moderate risk

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local

AAA-1344A FORENG (11-19)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name *(Last, First, M.I.)* _____ SOC.SEC.NO. _____

Date of Birth _____ Aliases *(e.g., maiden, nicknames)* _____

Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occured)* finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

See reverse for EOE/ADA disclosures

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

LCR-1034A FORNA (10-19)
Previous versions not accepted

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statues, to help us determine your fitness to have unsupervised access to vulnerable persons. **Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.**

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name *(First, Middle, Last)*: _____ Date of Birth *(MM/DD/YY)*: _____

Address *(No., Street, Apt. No.)*: _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

☐ I have not been convicted of nor am I under pending indictment for any crimes.

☐ I have been convicted of or I am under pending indictment for the following crime(s) *(Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed)*:

ALSO – Check one of the following:

☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.

☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. *(If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)*

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage		
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555		
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558		
35. Any felony offense involving contributing to the delinquency of a minor		
36. Unlawful sale or purchase of children		
37. Child bigamy		
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than $250, but less than $1000 if the offense was committed before June 29, 2009		
39. Felony indecent exposure		
40. Felony public sexual indecency		
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card		
42. Terrorism		
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03		

Appealable 5 Years After Conviction

The following **felony** offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment			
2. Threatening or intimidating			
3. Assault			
4. Aggravated assault			
5. Unlawfully administrating intoxicating liquors, narcotic drugs or dangerous drugs			
6. Dangerous or deadly assault by prisoner or juvenile			
7. Prisoners who commit assault with intent to incite to riot or participate in riot			
8. Assault by vicious animals			
9. Drive by shooting			
10. Assaults on public safety employees or volunteers and state hospital employees			
11. Discharging a firearm at a structure			
12. Prisoner assault with bodily fluids			
13. Aiming a laser pointer at a peace officer			
14. Possession and sale of peyote			
15. Possession and sale of a vapor-releasing substance containing a toxic substance			

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons			
17. Sale of regulated chemicals			
18. Sale of precursor chemicals			
19. Production or transportation of marijuana			
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs			
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs			
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs			
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15			
24. Involving or using minors in drug offenses			
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone			
26. Possession, manufacture, delivery and advertisement of drug paraphernalia			
27. Use of wire communication or electronic communication in drug-related transactions			
28. Using a building for sale or manufacture of dangerous or narcotic drugs			
29. Manufacture or distribution of prescription-only drug			
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs			
31. Manufacture of certain substances and drugs by certain means			

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft		
2. Theft by extortion		
3. Shoplifting		
4. Forgery		
5. Criminal possession of a forgery device		
6. Obtaining a signature by deception		
7. Criminal impersonation		
8. Theft of a credit card or obtaining a credit card by fraudulent means		
9. Receipt of anything of value obtained by fraudulent use of a credit card		
10. Forgery of a credit card		

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of $250 but less than $1000 and the offense was committed before June 29, 2009	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile		
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot		
51. Misdemeanor assault by vicious animals		
52. Misdemeanor drive-by shooting		
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees		
54. Misdemeanor discharging a firearm at a structure		
55. Misdemeanor prisoner assault with bodily fluids		
56. Misdemeanor aiming a laser pointer at a peace officer		
57. Misdemeanor possession and sale of peyote		
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance		
59. Misdemeanor selling or giving nitrous oxide to underage persons		
60. Misdemeanor sale of regulated chemicals		
61. Misdemeanor sale of precursor chemicals		
62. Misdemeanor production or transportation of marijuana		
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs		
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs		
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs		
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15		
67. Misdemeanor involving or using minors in drug offenses		
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone		
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia		
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions		
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs		
72. Misdemeanor manufacture or distribution of prescription-only drug		
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs		
74. Misdemeanor manufacture of certain substances and drugs by certain means		

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

LCR-1034A FORS (10-19)
No se aceptan versiones anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este afidávit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. **El dejar de revelar información verdadero y preciso en este afidávit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.**

Asegúrese que revise todas las seis (6) páginas del afidávit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre *(Nombre, segundo, apellido)*: _____ Fecha de nacimiento *(MM/DD/YY)*: _____

Dirección *(Núm., calle, núm. de apto.)*: _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

☐ No he sido declarado culpable ni estoy acusado de ningún delito.

☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) *(Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario)*:

TAMBIÉN – Marque una de lo siguiente:

☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.

☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. *(Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y* ***NO TENDRÁ*** *derecho de apelar la decisión.)*

Certifico que entiendo este afidávit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public *(Notario publico)*

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inmoral de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	☐	☐
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	☐	☐
33. Representar un adulto como un menor según A.R.S. § 13 3555	☐	☐
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	☐	☐
35. Algún delito que incluye contribuir a la delincuencia de un menor	☐	☐
36. La venta o compra ilegal de niños	☐	☐
37. Bigamia infantil	☐	☐
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de $250, pero menos de $1000 si los delitos fueron cometidos antes del 29 de juno de 2009	☐	☐
39. Delito grave de exhibicionismo	☐	☐
40. Delito grave de indecencia sexual pública	☐	☐
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1	☐	☐
42. Terrorismo	☐	☐
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	☐	☐

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos **graves** si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa	☐	☐	☐
2. Incendio intencional	☐	☐	☐
3. Agresión	☐	☐	☐
4. Agresión agravada	☐	☐	☐
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	☐	☐	☐
6. Agresión peligrosa o mortal por parte de prisionero o menor	☐	☐	☐
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	☐	☐	☐
8. Agresión mediante animales viciosos	☐	☐	☐
9. Tiroteo desde auto	☐	☐	☐
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	☐	☐	☐
11. Disparar un arma de fuego contra una estructura	☐	☐	☐
12. Agresión por parte de prisionero con fluidos corporales	☐	☐	☐

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden			
14. Posesión y venta de peyote			
15. Posesión y venta de alguna sustancia vaporoso que contiene substancias tóxicas			
16. Vender o dar óxido nitroso a personas de menor de edad			
17. La venta de químicas reglamentadas			
18. La venta de químicos precursores			
19. Producción o transportación de la marihuana			
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas			
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta			
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas			
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años			
24. El hacer participar o usar menores durante delitos de drogas			
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas			
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas			
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas			
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas			
29. El fabricar o distribuir drogas disponibles solo por receta			
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación			
31. Manufactura de ciertas substancias y drogas a través de ciertos medios			

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto		
2. Robo mediante extorsión		
3. Hurto de mercancías en una tienda o negocio		
4. Falsificación		
5. Posesión criminal de un instrumento de falsificación		
6. Obtener una firma mediante decepción		
7. Personificación criminal		
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos		

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-Billing Due	Re-Billing Time Limit
July	August 10th	November 10th	3 months
August	September 10th	December 10th	3 months
September	October 10th	January 10th	3 months
October	November 10th	February 10th	3 months
November	December 10th	March 10th	3 months
December	January 10th	April 10th	3 months
January	February 10th	May 10th	3 months
February	March 10th	June 10th	3 months
March	April 10th	July 10th	3 months
April	May 10th	July 10th	2 months
May	June 10th	July 10th	1 month
June	July 10th	July 10th	0 month

COMMUNICATION PAGE

(not an integral page of the Contract)

6/12/2020 EMAILED TO:

Seth.Dyson@surpriseaz.gov

Joe.Gladieux@surpriseaz.gov

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations: None

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Internal

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

Agenda Wording:
Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to provide Community Action Program Services, accepting grant funding, and amending the Fiscal Year 2021 budget by reallocating appropriations of $183,800 within the grants fund; Resolution # 2020-95.

Motion:
I move to approve Resolution # 2020-95.

Background:
Maricopa County and the City of Surprise entered into an IGA in 2016 to provide Community Action Program services from the Surprise Resource Center. The parties wish to enter into Amendment Number five to amend the following:

* Extend the agreement date from January 1,2021 through June 30, 2021.
* Increase agreement funding in the amount of $183,774 for the period of July 1, 2020 through December 31,2020

This funding is from the Coronavirus Relief Funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for the provision of rental and utility assistance services.

Objective Analysis:
This action will allow HSCV to expend additional administrative resources to operate the Community Action Program services from the Surprise Resource Center from July 1, 2020 - December 31, 2020 and to extend the agreement until June 30, 2021.

Policy Compliant:
This action is compliant with City and Council policies.

Financial Impact:
This one-time grant award is $183,774 for temporary personnel, employee related expenses, and other administrative support costs from July 1, 2020 - December 31, 2020. All expenditures will be reimbursed on a monthly basis. There is no city-match requirement for the additional funding.

Budget Impact:

This action will require a reallocation of appropriations within the grants fund in the amount of $183,800 to cover the projected expenditures of the program for a total project budget of $227,300. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

Temporary staff will be hired to assist with administration of the additional rental voucher program funds; however, temporary personnel does not impact the overall full-time equivalent count.

ATTACHMENTS:

1. Res 2020-95 CAP IGA Amend 5

RESOLUTION # 2020-95

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE COMMUNITY ACTION PROGRAM SERVICES, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF $183,800 WITHIN THE GRANTS FUND.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.,* the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

WHEREAS, Maricopa County and the City of Surprise entered into a financial Intergovernmental Agreement ("IGA" or "Agreement") on or about June 30, 2016, for the term of July 1, 2016 through June 30, 2017;

WHEREAS, the Parties have executed four additional amendments to this IGA, including most recently, Amendment No. 4 on or about June 10, 2020, which extended the Agreement term and provided funding for the period July 1, 2020, through December 31, 2020;

WHEREAS, the parties desire to extend the Agreement Termination date from January 1, 2021 through June 30, 2021;

WHEREAS, the parties desire to enter into Amendment No. 5 to increase Agreement funding in the amount of $183,774 for the period of July 1, 2020 through December 31, 2020;

WHEREAS, all other terms and conditions of the Agreement remain in full force and effect as amended by Amendment Nos. 1, 2, 3, and 4;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

Section 2. The Intergovernmental Agreement Amendment No. 5 between the City of Surprise and the Maricopa County, attached as *Exhibit B*, is approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of $183,800 within the Grants Fund to cover projected expenditures for administrative expenses for the Community Action Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51591 FY20 CAP	R	43,500	183,800	227,300
Grants	Human Svcs and Comm Vitality	#G51591 FY20 CAP	E	43,500	183,800	227,300
Grants	General Operations	Contingency	E	25,000,000	(183,800)	24,816,200
Grants	General Operations	Other	R	25,000,000	(183,800)	24,816,200
			Expense Total	**25,043,500**	**-**	**25,043,500**
			Revenue Total	**25,043,500**	**-**	**25,043,500**

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 5 BETWEEN
THE CITY OF SURPRISE AND *MARICOPA COUNTY*

AMENDMENT NO. 5 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF SURPRISE

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise ("Subrecipient") entered into a financial Intergovernmental Agreement ("Agreement") on or about June 30, 2016, for the term of July 1, 2016, through June 30, 2017. The purpose of the Agreement is for the County to provide the Subrecipient with funds for the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA). The County and the Subrecipient are referred to individually as the "Party" or collectively as the "Parties."

The Parties executed Amendment No. 1 on or about June 21, 2017, which extended the Agreement term and provided funding for the period July 1, 2017, through June 30, 2018. The Parties executed Amendment No. 2 on or about June 13, 2018, which extended the Agreement term and provided funding for the period July 1, 2018, through June 30, 2019. The Parties executed Amendment No. 3 on or about June 26, 2019, which extended the Agreement term and provided funding for the period July 1, 2019, through June 30, 2020.The Parties executed Amendment No. 4 on or about June 10, 2020, which extended the Agreement term and provided funding for the period July 1, 2020, through December 31, 2020.

II. The Parties agree to enter into this Amendment No. 5 to the Agreement to amend the Agreement as follows:

A. Increase Agreement funding in the amount of $183,774. The period of availability of funds shall be from July 1, 2020, through December 31, 2020.

B. The County shall provide the Subrecipient funds not to exceed $227,252. The period of availability for these funds shall be from July 1, 2020 through December 31, 2020.

i. Funding from the Coronavirus Relief Funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for the provision of rental and utility assistance services in the amount of $195,562 shall be provided within this not to exceed amount.

C. For the period Extend the Agreement Termination Date from January 1, 2021, through June 30, 2021.

III. This Amendment No. 5 is subject to and incorporates the provisions of A.R.S. § 38-511.

IV. The foregoing paragraphs contain all the changes made by this Amendment No. 5. All other terms and conditions of the Agreement remain in full force and effect as amended by Amendment Nos. 1, 2, 3, and 4.

V. The County is empowered by A.R.S. §§ 11-201, 11-251, and 11-952 to enter into this Amendment No. 5 and has delegated to the undersigned the authority to execute this Amendment No. 5 on behalf of the County.

VI. The Subrecipient is empowered by A.R.S. §§ 9-240, 9-500.11, 11-952, and 46-241, *et seq.* to enter into this Amendment No. 5 and has by resolution delegated to the undersigned the authority to execute this Amendment No. 5 on behalf of the Subrecipient.

VII. This Amendment No. 5 shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 5:

APPROVED BY:
SUBRECIPIENT

_____
Mayor Date

Attested To:

_____
City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 5 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Attorney for the Subrecipient Date

APPROVED BY:
MARICOPA COUNTY

_____
Chairman, Board of Supervisors Date

Attested To:

_____
Fran McCarroll, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 5 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Deputy County Attorney Date

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 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 Stampede Junction" dated March 25, 2020, an approximately 19 acre property located on the southwest corner of Dysart and Waddell Roads within the Surprise Pointe Planned Area Development ("PAD").

Motion:
I move to approve the Final Plat entitled "Re-plat of Stampede Junction" dated March 25, 2020.

Background:
Merge Architectural Group, on behalf of Hardy World, LLC, seeks approval of a Final Plat for three (3) lots on 19.01 gross acres.

Objective Analysis:
The proposed Final Plat will provide three (3) lots on 19.01 acres.

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:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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. 00 - FS19-858 - Stampede Junction Re-Plat - CC Staff Report - 081820
2. 01 - FS19-858 - Stampede Junction Re-Plat - Vicinity Maps - 081820
3. 02 - FS19-858 - Stampede Junction Re-Plat - 081820

4. PP - FS19-858 - Stampede Junction Re-Plat - CC PowerPoint - 081820

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS19-858**
Project Name:	Stampede Junction Re-Plat
Council District:	6
City Council Date:	**August 18, 2020**
Planner:	Hobart Wingard
Owner:	Hardy World, LLC
Applicant:	James Wesala of Merge Architectural Group
Request:	Re-Plat of Stampede Junction, a Final Plat for a three (3) lot subdivision in the Surprise Pointe Planned Area Development C2-C3-I1-PAD zoning district.
Site Location:	Generally, on the southwest corner of Dysart and Waddell Roads
Site Size:	19.01 acres (approx.)

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Zone Change as approved under case FS18-366.
- The proposed Final Plat is consistent with the Site Plan approved under case FS19-858.
- The proposed Final Plat is consistent with the Surprise Municipal Code.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

The purpose of the subject Final Plat is to provide a larger lot for Lot 1A to accommodate additional Parking. The division line between Lots 1B and 2A follow the 65 ldn Luke noise contour, allowing for uses such as a school north of the diagonal parcel line.

Attachments:

01 Vicinity Maps
02 Final Plat

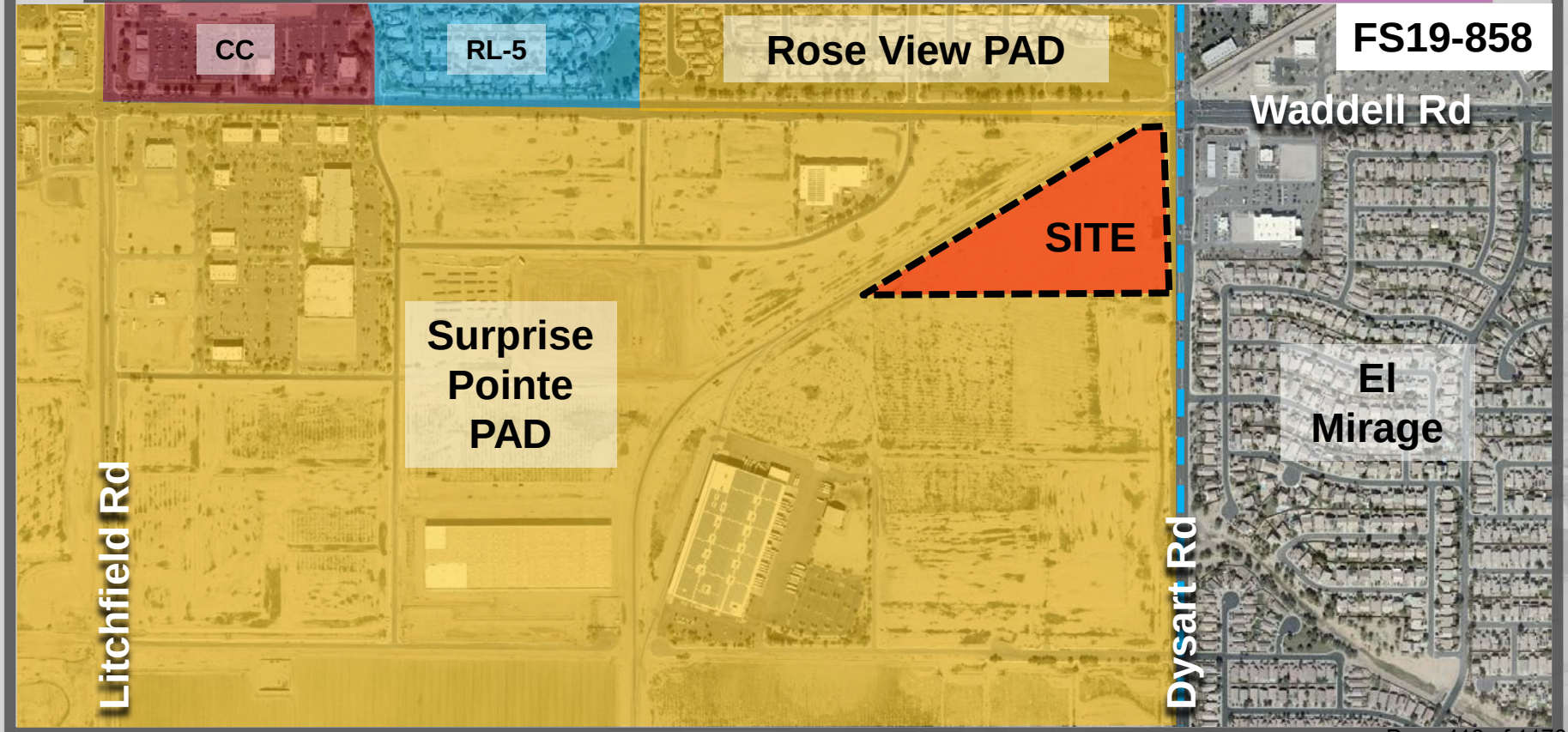
VICINITY MAP



VICINITY MAP



ZONING MAP


CC
RL-5
Rose View PAD
FS19-858
Waddell Rd
SITE
Surprise Pointe PAD
El Mirage
Litchfield Rd
Dysart Rd

RE-PLAT
OF
STAMPEDE JUNCTION

RECORDED IN BOOK 1441 OF MAPS, PAGE 15, M.C.R.
A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, CITY OF SURPRISE, ARIZONA.

DEDICATION:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT STAMPEDE INDUSTRIES, LLC A PENNSYLVANIA LIMITED LIABILITY COMPANY, AS OWNER, HAVE PLATTED THE PROPERTY SHOWN HEREON UNDER THE NAME OF RE-PLAT OF STAMPEDE JUNCTION A PLAT OF PROPERTY LOCATED IN A PORTION OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HAS PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID RE-PLAT OF STAMPEDE JUNCTION AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREET AND EASEMENTS CONSTITUTING THE SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME, GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT THE OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREET AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL 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 TRASH COLLECTION VEHICLES.

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.

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 AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

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 PURPOSES 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.

STAMPEDE INDUSTRIES, LLC A PENNSYLVANIA LIMITED LIABILITY COMPANY ("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 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 IMPOSED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPING 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.

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.

OWNER HEREBY DECLARES AND ESTABLISHES A VEHICULAR AND PEDESTRIAN CROSS ACCESS EASEMENT OVER AND ACROSS THE ROADS/DRIVE AISLES OF LOT 1A FOR THE BENEFIT OF LOT 2A AS SUCH DRIVE AISLES MAY BE CONSTITUTED AND CONFIGURED IN THE REASONABLE DISCRETION OF THE OWNER OF LOT 1A FOR THE PURPOSE OF PROVIDING ACCESS TO LOT 2A TO AND FROM DYSART ROAD

EACH FUTURE OWNER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, INVITEES AND LICENSEES, AGREES TO BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE EASEMENTS, PRIVATE FIRE LINE EASEMENTS, DRAINAGE EASEMENTS AND INGRESS AND EGRESS EASEMENT, DESCRIBED ON SUCH PLAT IN A PRORATE SHARE BASED UPON ACREAGE OF LOTS, PROVIDED, HOWEVER, THAT EACH FUTURE OWNER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, INVITEES AND LICENSEES, SHALL ALSO HAVE THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE LOTS TO PERFORM ANY EMERGENCY OR NECESSARY MAINTENANCE, REPAIRS OR REPLACEMENT OF THE EASEMENTS WHICH THE FUTURE OWNER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, INVITEES AND LICENSEES, OF A LOT REFUSES OR IS UNABLE TO PERFORM AFTER REASONABLE NOTICE, PROVIDED THAT THE EXERCISE OF SUCH RIGHT SHALL NOT MATERIALLY INTERFERE WITH THE USE, ENJOYMENT OR DEVELOPMENT OF, OR CAUSE DAMAGE TO, SUCH LOT. IN THE EVENT A FUTURE OWNER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, INVITEES AND LICENSEES, PERFORMS MAINTENANCE OR REPAIRS TO THE EASEMENTS, THEN THE FUTURE OWNER OF THE OTHER LOT SHALL REIMBURSE THE OTHER FUTURE OWNER FOR EACH PRO RATA SHARE OF THE COSTS AND EXPENSES INCURRED IN PERFORMING SUCH MAINTENANCE OR REPAIRS WITHIN THIRTY (30) DAYS OF RECEIPT OF A WRITTEN INVOICE FOR THE SAME.

IN WITNESS WHEREOF, JOSEPH A. HARDY, AS MANAGER OF STAMPEDE INDUSTRIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, HEREUNTO CAUSES ITS COMPANY NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED MANAGER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2020.

BY: _____

ITS: _____

RELEASE OF LIABILITY:

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 LOCATED WITHIN THE RIGHT OF WAY 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 OVER FLIGHTS 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 1988 MAG NOISE CONTOUR LINES 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 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.

STAMPEDE INDUSTRIES, LLC A PENNSYLVANIA LIMITED LIABILITY COMPANY ("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.

ACKNOWLEDGMENT:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2020, PERSONALLY APPEARED JOSEPH A. HARDY, THE MANAGER OF STAMPEDE INDUSTRIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, AS MANAGER OF STAMPEDE INDUSTRIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, WHOSE IDENTITY WAS PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS DOCUMENT, AND WHO ACKNOWLEDGED THAT HE SIGNED THE ABOVE ATTACHED DOCUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 15 BEING A BRASS CAP IN HANDHOLE FROM WHICH THE EAST QUARTER QUARTER A BRASS CAP IN HANDHOLE BEARS SOUTH 00 DEGREES 06 MINUTES 59 SECONDS WEST AND A DISTANCE OF 2638.82 FEET (BASIS OF BEARING);

THENCE SOUTH 00 DEGREES 06 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, 75.00 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 25 SECONDS WEST PARALLEL WITH THE NORTH LINE OF NORTHWEST QUARTER, A DISTANCE 75.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 75.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15 AND THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 06 MINUTES 59 SECONDS WEST ALONG SAID PARALLEL LINE, 952.50 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 56 SECONDS WEST, 1662.67 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SANTA FE RAILROAD SPUR;

THENCE NORTH 59 DEGREES 35 MINUTES 33 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 1,841.70 FEET TO A POINT ON A LINE PARALLEL WITH AND 75.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 15;

THENCE SOUTH 89 DEGREES 15 MINUTES 25 SECONDS EAST ALONG SAID PARALLEL LINE, 76.11 FEET TO THE POINT OF BEGINNING;

SURVEYOR'S NOTES:

1. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY MAP IS NOTED HEREON.

2. THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

3. CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, AND WOOD, WIRE, OR REMOVABLE FENCING AND MUST BE IN CONFORMANCE WITH THE APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS.

4. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100 YEAR ASSURED WATER SUPPLY.

5. ALL EASEMENTS CREATED BY PRIOR CONVEYANCE OR DEED AS SHOWN HEREON ARE NOT CREATED BY OR DEDICATED ON THIS PLAT, BUT ARE SHOWN FOR INFORMATION PURPOSES ONLY AND MAY BE SUBJECT TO MODIFICATION PER THE TERMS OF THE INSTRUMENT OR DEED CREATING THE SAME.

6. OWNER INFORMATION WAS OBTAINED FROM THE MARICOPA COUNTY ASSESSOR'S WEBSITE.

7. LOT ARRANGEMENT SHOWN IS PER INSTRUCTIONS GIVEN TO SURVEYOR BY OWNER. SURVEYOR MAKES NO REPRESENTATION THAT LOTS SHOWN MEET APPLICABLE REGULATIONS CONCERNING LOT SIZE, SETBACK REQUIREMENTS, ECT.

8. ALL COMMERCIAL/INDUSTERIAL BUILDINGS SHALL BE EQUIPPED WITH A FIRE SPRINKLING SYSTEM, SUBJECT TO THE REVIEW AND APPROVAL BY THE CITY OF SURPRISE FIRE CHIEF OR THE FIRE CHIEF'S DESIGNEE.

9. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE X. ZONE X IS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS AREAS DETERMINED TO BE AREAS OF 0.2% ANNUAL FLOOD; AREAS OF 1% ANNUAL FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL FLOOD. BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 0401C1618L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

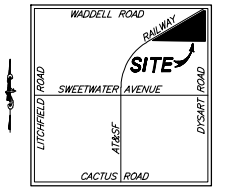
10. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

RECORD OWNER:

STAMPEDE INDUSTRIES, LLC.
61 SR 2044
BENTLEYVILLE, PENNSYLVANIA 15317

DEVELOPER:

STAMPEDE/HWLLC AZ
61 SR 2044
BENTLEYVILLE, PENNSYLVANIA 15317



VICINITY MAP
SECTION 15, T.3N.-R.1W.
NOT TO SCALE

SERVING UTILITIES:

SEWER	CITY OF SURPRISE
WATER	CITY OF SURPRISE
ELECTRICITY	ARIZONA PUBLIC SERVICE
TELEPHONE	COX COMMUNICATIONS AND CENTURY LINK
CABLE TV	COX COMMUNICATIONS AND CENTURY LINK
INTERNET	COX COMMUNICATIONS AND CENTURY LINK
GAS	SOUTHWEST GAS COMPANY
FIRE AND EMERGENCY	CITY OF SURPRISE
POLICE	CITY OF SURPRISE

CITY OF SURPRISE ENGINEERING APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THE _____ 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.

_____
MAYOR DATE

ATTEST:

_____
CITY CLERK DATE

CERTIFICATION:

I, LANCE C. DICKSON, BEING A LICENSED LAND SURVEYOR IN THE STATE OF ARIZONA, HEREBY STATE THAT THIS PLAT CONSISTING OF TWO (2) SHEETS, CORRECTLY REPRESENTS A SUBDIVISION PLAT PREPARED UNDER MY SUPERVISION DURING THE MONTH OF FEBRUARY, 2020; AND THAT SAID PLAT MONUMENTS ARE SUFFICIENT TO ENABLE THE PLAT TO BE RETRACED.

_____
LANCE C. DICKSON RLS #46643 DATE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C. DICKSON
03/25/2020
ARIZONA U.S.A.

CITY OF SURPRISE CASE NUMBER FSI9-858

REVISIONS

RE-PLAT
STAMPEDE JUNCTION
RECORDED IN BOOK 1441 OF MAPS, PAGE 15, M.C.R.
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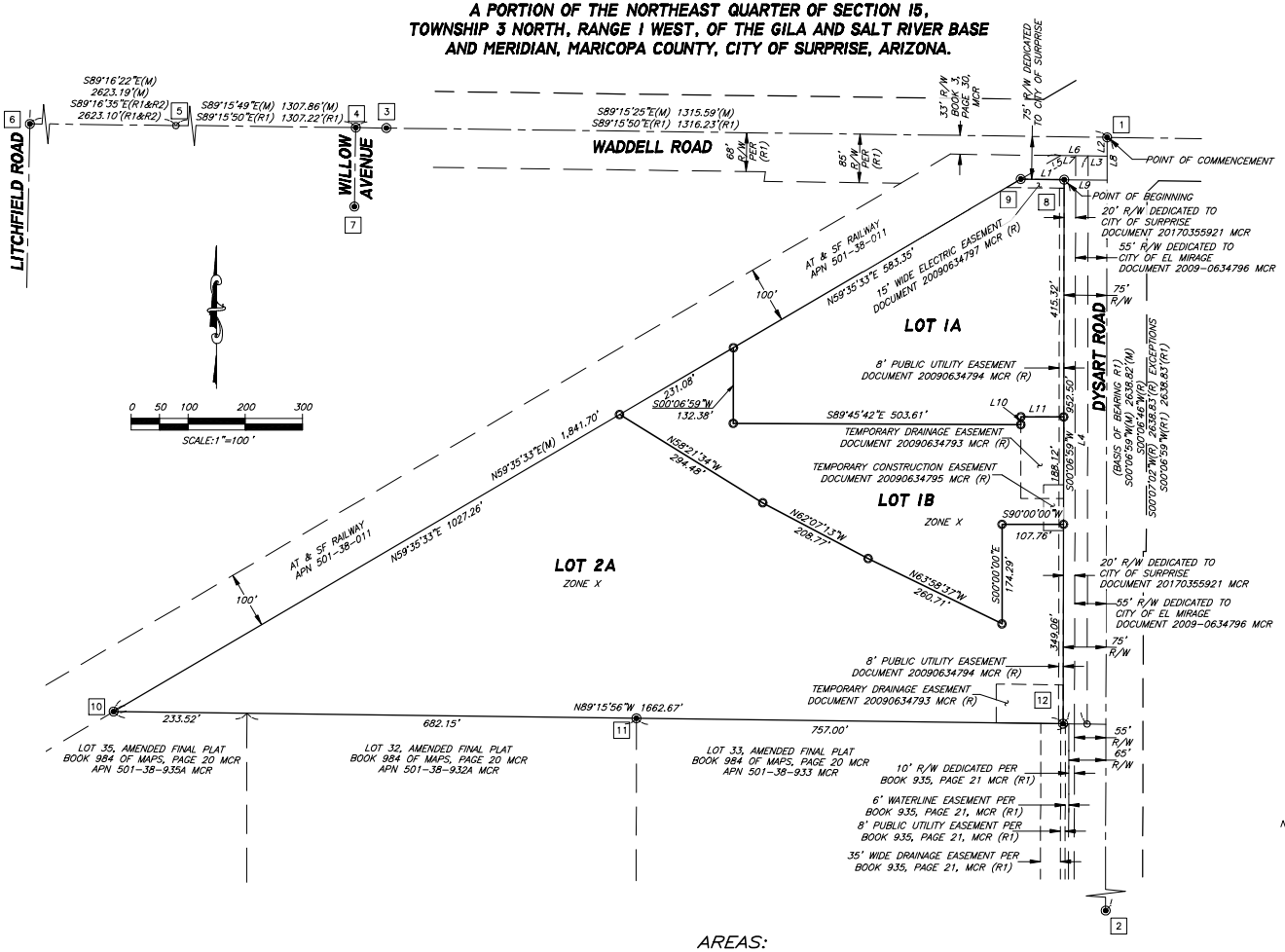
Arizona Surveying and Mapping
ABSOLUTE CONFIDENCE SINCE 1988
MAILING: P.O. BOX 35455, PHX. 85069
2440 W. MISSION LANE, SUITE 4
PHOENIX, ARIZONA 85021
TEL (602) 246-9919 FAX (602) 246-9944
INFO@ASAM1.COM

FIELDWORK BY :	LCD
DRAWN BY :	REW
CHECKED BY :	LCD
JOB #	P17-186
DATE :	03/25/2020

SHEET NO.
1
1 OF 2

RE-PLAT
OF
STAMPEDE JUNCTION

RECORDED IN BOOK 1441 OF MAPS, PAGE 15, M.C.R.
A PORTION OF THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, MARICOPA COUNTY, CITY OF SURPRISE, ARIZONA.



MONUMENT NOTES:

ALL MONUMENTATION SHOWN HEREON WAS ACCEPTED UNLESS OTHERWISE NOTED

1. FOUND MARICOPA COUNTY BRASS CAP IN HANDHOLE 0.40' DOWN AT THE NORTHEAST CORNER OF SECTION 15, T.3N.–R.1W.
2. FOUND CITY OF SURPRISE BRASS CAP IN HANDHOLE 0.33' DOWN AT THE EAST QUARTER CORNER OF SECTION 15, T.3N.–R.1W.
3. FOUND CITY OF SURPRISE BRASS CAP FLUSH.
4. FOUND CITY OF SURPRISE BRASS CAP FLUSH AT THE INTERSECTION OF WADDELL ROAD AND WILLOW AVENUE.
5. CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SECTION 15, T.3N.–R.1W. NOTHING FOUND AND NOTHING SET.
6. FOUND BRASS CAP IN HANDHOLE 0.40' DOWN AT THE NORTHWEST CORNER OF SECTION 15, T.3N.–R.1W.
7. FOUND CITY OF SURPRISE BRASS CAP FLUSH AT THE FIRST POINT OF CURVATURE OF THE MONUMENT LINE OF WILLOW AVENUE WEST OF WADDELL ROAD.
8. FOUND CONCRETE NAIL WITH BRASS TAG 23385 AT THE NORTHEAST BOUNDARY CORNER.
9. FOUND REBAR WITH YELLOW CAP RLS 23385 AT THE NORTHEAST BOUNDARY CORNER.
10. FOUND 1/2 INCH REBAR (NO TAG) AT THE SOUTHWEST BOUNDARY CORNER.
11. FOUND 1/2 INCH REBAR WITH YELLOW CAP RLS 45835.
12. FOUND 1/2 INCH REBAR WITH YELLOW CAP RLS 23385 AT THE SOUTHEAST BOUNDARY CORNER.

LEGEND:

- BOUNDARY LINE
- MONUMENT LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- ADJOINING PROPERTY
- SET 1/2" REBAR RLS #46643 UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- CALCULATED POINT. NOTHING FOUND AND NOTHING SET
- (M) MEASURED DATA
- (R) RECORDED DATA
- MCR MARICOPA COUNTY RECORDS
- R/W RIGHT-OF-WAY
- APN ASSESSOR'S PARCEL NUMBER
- [#] MONUMENT NOTE

REFERENCE DATA:

THIS SURVEY IS SUPPORTED BY THE FOLLOWING RECORD INFORMATION:

(R) EXHIBIT A LEGAL DESCRIPTION FROM A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY LOCAL NUMBER 16000597-040-DO, DATED DECEMBER 6, 2016 AT 5:00 P.M.

(R1) AMENDED FINAL PLAT FOR SURPRISE POINTE AS RECORDED IN BOOK 984 OF MAPS, PAGE 20, MCR.

(R2) AMENDED FINAL PLAT SURPRISE POINTE NORTH AS RECORDED IN BOOK 1245 OF MAPS, PAGE 33, MCR.

AREAS:

LOT 1A – ±172,888 SQUARE FEET OR ±3.97 ACRES
LOT 1B – ±153,137 SQUARE FEET OR ±3.52 ACRES
LOT 2A – ±502,027 SQUARE FEET OR ±11.52 ACRES

TOTALS – ±828,052 SQUARE FEET OR ±19.01 ACRES

BASIS OF BEARING:

S00°06'59"W ALONG THE MONUMENT LINE OF DYSART ROAD AS MEASURED BETWEEN MONUMENTS NUMBERED 1 AND 2 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES. ALSO SHOWN ON THE AMENDED FINAL PLAT FOR SURPRISE POINTE AS RECORDED IN BOOK 984 OF MAPS, PAGE 20, MCR. (R1)

NOTE: ALL DATA IS MEASURED UNLESS OTHERWISE NOTED

LINE TABLE

LINE	LENGTH	BEARING
L1	76.11'	S89°15'25"E
	76.06'(R)	S89°15'48"E(R)
L2	33.00'	S00°06'59"W
	32.65'(R)	S00°16'46"W(R)
L3	33.00'	N89°15'25"W
	33.00'(R)	N89°53'14"W(R)
L4	994.50'	S00°06'59"W
	994.50'(R)	S00°06'46"W(R)
	994.50'(R1)	S00°06'59"W(R1)
L5	81.19'	N59°35'33"E
	81.20'(R)	N59°35'18"E(R)
L6	48.16'	S89°15'25"E
	48.13'(R)	S89°16'12"W(R)
	48.11'(R1)	S89°15'52"W(R1)
L7	26.16'	S89°15'25"E
	26.11'(R)	S89°15'48"E(R)
L8	75.00'(M)	S00°06'59"W(M)
L9	75.00'(M)	N89°15'25"W(M)
L10	13.59'	N00°06'59"E
L11	75.00'	N89°53'01"E

REVISIONS

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REGISTERED LAND SURVEYOR
ARIZONA
46643
LANCE C. DICKSON
03/25/2020

FIELDWORK BY : LCD
DRAWN BY : REW
CHECKED BY : LCD
JOB # P17-186
DATE : 03/25/2020

SHEET NO.
2
2 OF 2

SURPRISE
ARIZONA

FS19-858
Stampede Junction Re-Plat

Mayor and City Council – August 18, 2020

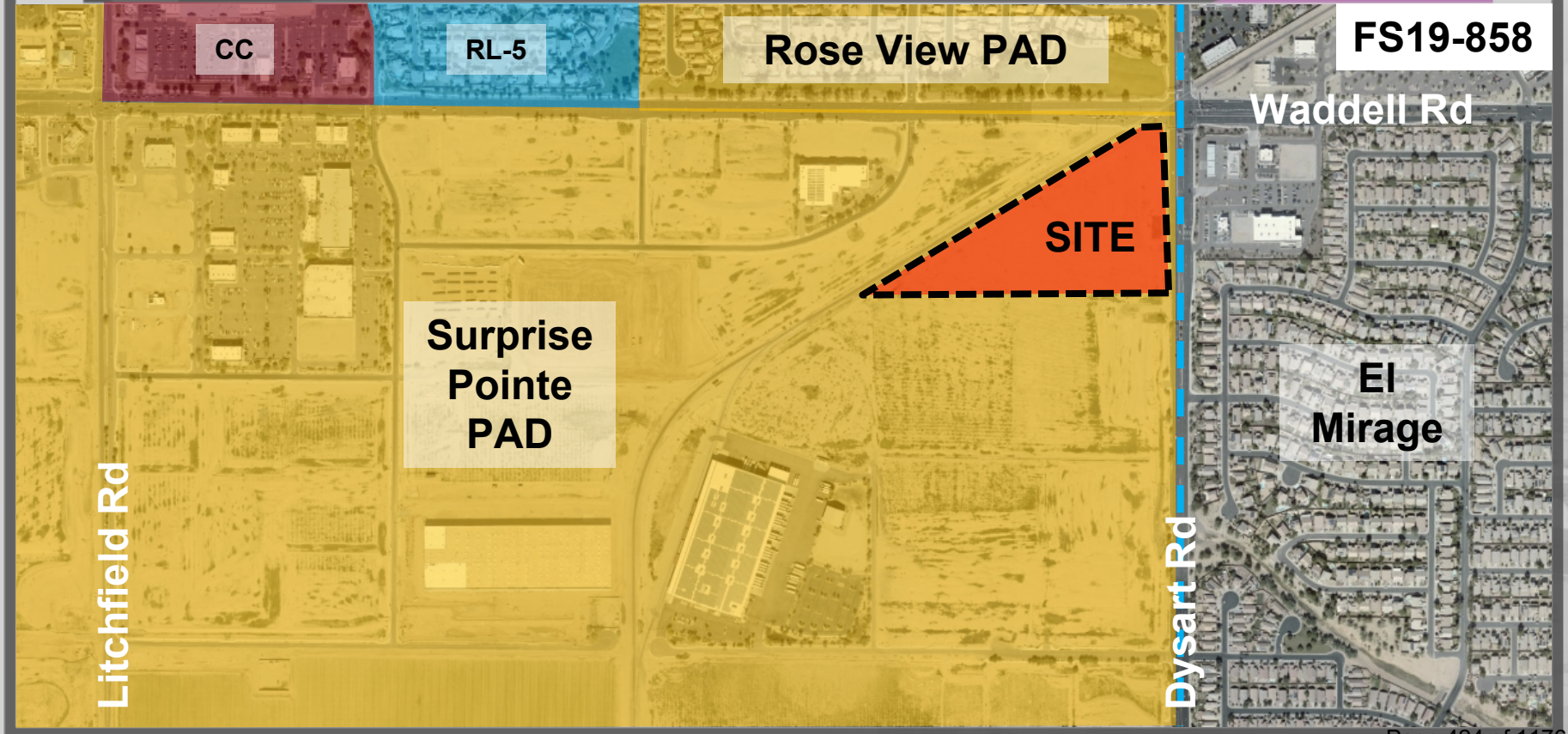
VICINITY MAP

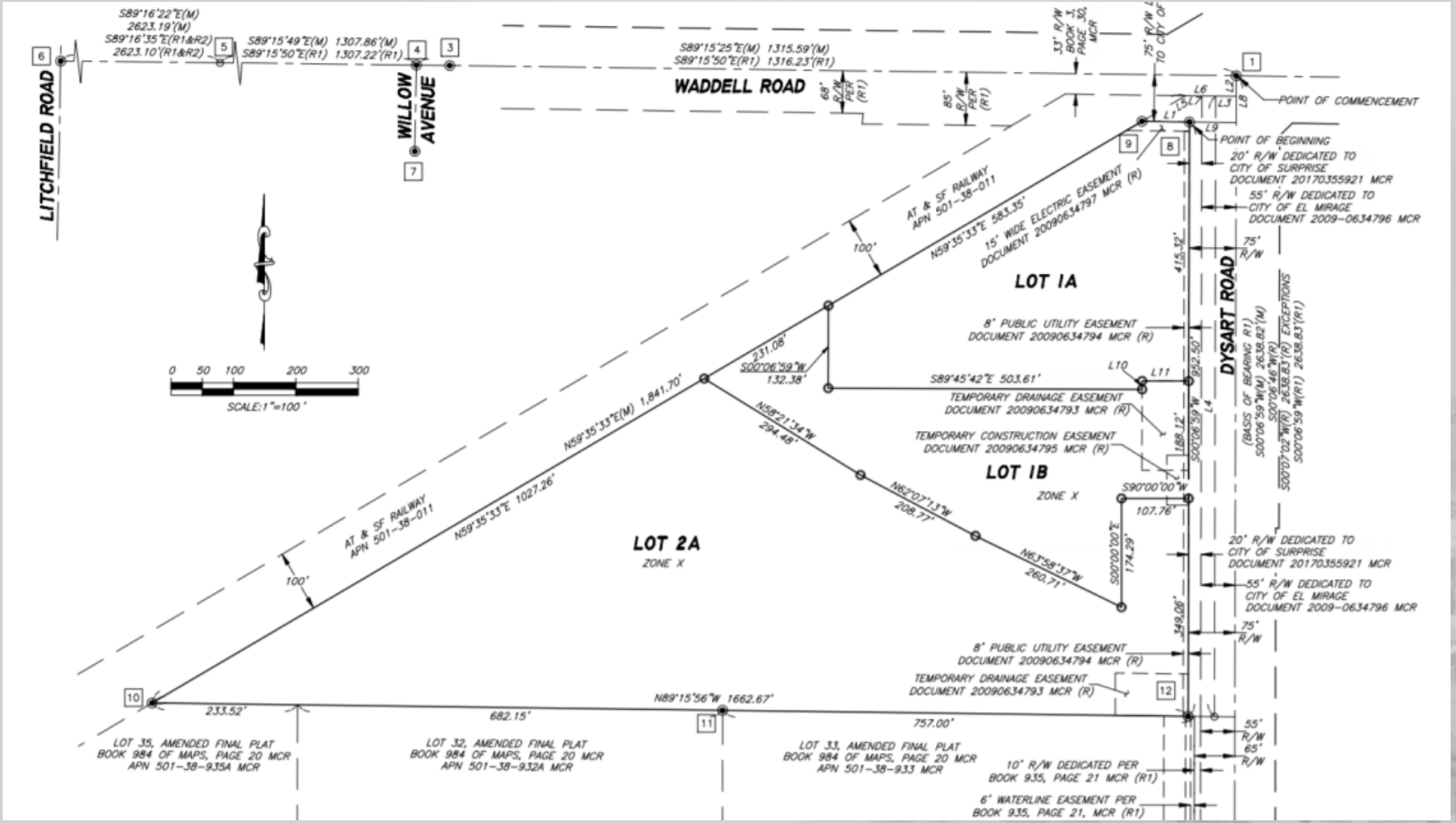


VICINITY MAP

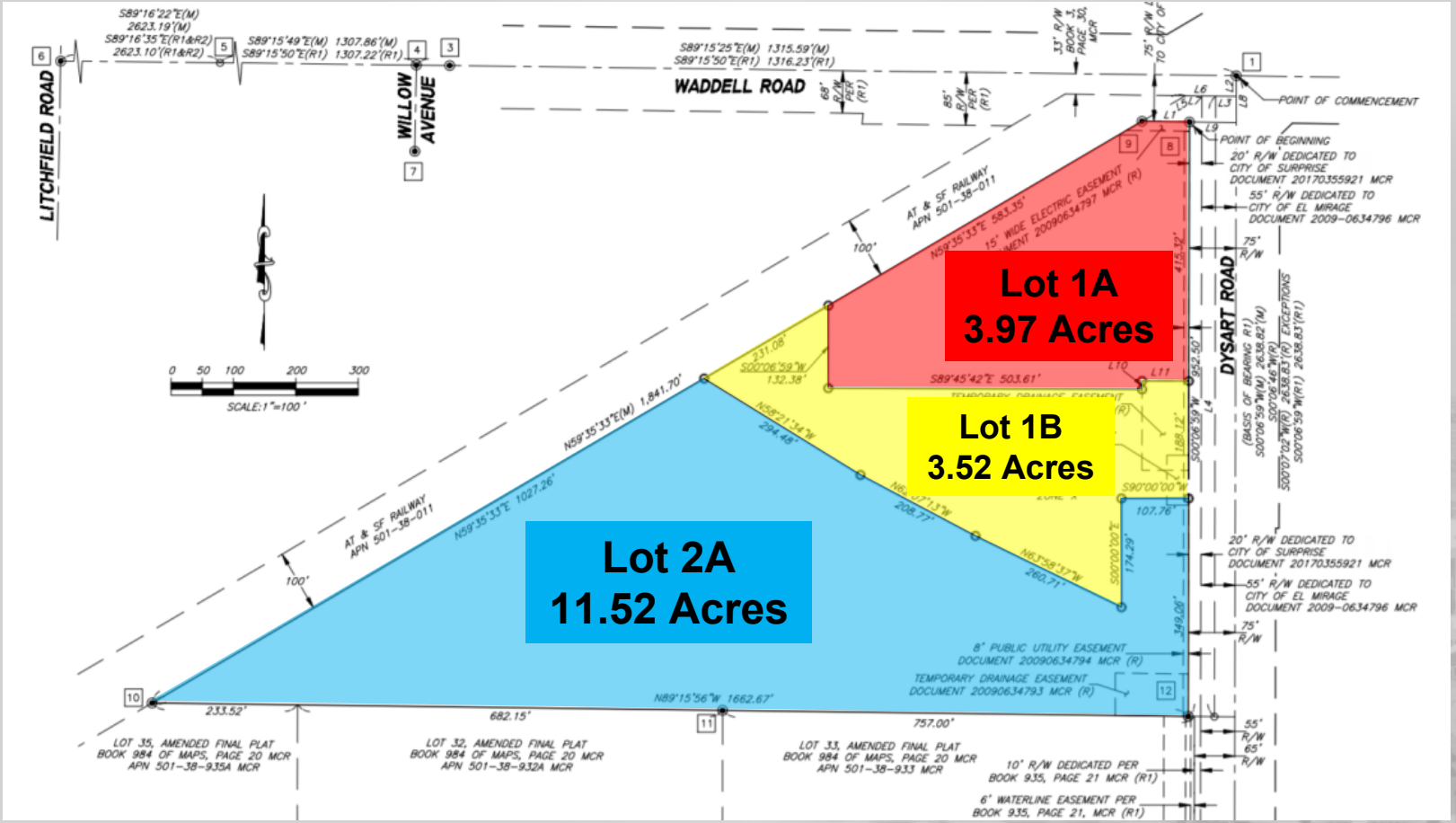


ZONING MAP


CC
RL-5
Rose View PAD
FS19-858
Waddell Rd
SITE
Surprise Pointe PAD
El Mirage
Litchfield Rd
Dysart Rd


WADDELL ROAD
LITCHFIELD ROAD
WILLOW AVENUE
DYSART ROAD
POINT OF COMMENCEMENT
POINT OF BEGINNING
LOT 1A
LOT 1B
LOT 2A
ZONE X
AT & SF RAILWAY APN 501-38-011
15' WIDE ELECTRIC EASEMENT DOCUMENT 20090634797 MCR (R)
8' PUBLIC UTILITY EASEMENT DOCUMENT 20090634794 MCR (R)
TEMPORARY DRAINAGE EASEMENT DOCUMENT 20090634793 MCR (R)
TEMPORARY CONSTRUCTION EASEMENT DOCUMENT 20090634795 MCR (R)
20' R/W DEDICATED TO CITY OF SURPRISE DOCUMENT 20170355921 MCR
55' R/W DEDICATED TO CITY OF EL MIRAGE DOCUMENT 2009-0634796 MCR
10' R/W DEDICATED PER BOOK 935, PAGE 21 MCR (R1)
6' WATERLINE EASEMENT PER BOOK 935, PAGE 21, MCR (R1)
LOT 35, AMENDED FINAL PLAT BOOK 984 OF MAPS, PAGE 20 MCR APN 501-38-935A MCR
LOT 32, AMENDED FINAL PLAT BOOK 984 OF MAPS, PAGE 20 MCR APN 501-38-932A MCR
LOT 33, AMENDED FINAL PLAT BOOK 984 OF MAPS, PAGE 20 MCR APN 501-38-933 MCR
SCALE:1"=100'

FINAL PLAT


LITCHFIELD ROAD
WILLOW AVENUE
WADDELL ROAD
DYSART ROAD
POINT OF COMMENCEMENT
POINT OF BEGINNING
20' R/W DEDICATED TO CITY OF SURPRISE DOCUMENT 20170355921 MCR
55' R/W DEDICATED TO CITY OF EL MIRAGE DOCUMENT 2009-0634796 MCR
Lot 1A
3.97 Acres
Lot 1B
3.52 Acres
Lot 2A
11.52 Acres
AT & SF RAILWAY APN 501-38-011
8' PUBLIC UTILITY EASEMENT DOCUMENT 20090634794 MCR (R)
TEMPORARY DRAINAGE EASEMENT DOCUMENT 20090634793 MCR (R)
10' R/W DEDICATED PER BOOK 935, PAGE 21 MCR (R1)
6' WATERLINE EASEMENT PER BOOK 935, PAGE 21, MCR (R1)
LOT 35, AMENDED FINAL PLAT BOOK 984 OF MAPS, PAGE 20 MCR APN 501-38-935A MCR
LOT 32, AMENDED FINAL PLAT BOOK 984 OF MAPS, PAGE 20 MCR APN 501-38-932A MCR
LOT 33, AMENDED FINAL PLAT BOOK 984 OF MAPS, PAGE 20 MCR APN 501-38-933 MCR
SCALE:1"=100'

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Sergio Angulo
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, “Rancho Mercado Parcel A1”, dated April 9, 2020, an approximately 26.5 acre property located north of McMicken Way and west of 147th Avenue.

Motion:
I move to approve the Final Plat entitled, "Rancho Mercado Parcel A1” dated April 9, 2020.

Background:
Taylor Morrison, on behalf of Brookfield Holdings (Mercado), LLC, seeks approval of a Final Plat for a 120-lot single-family residential subdivision in Parcel A1 of the Rancho Mercado PAD.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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. 00 - FS19-104 - Staff Report
2. 01 - FS19-104 - Vicinity Map

3. 02 - FS19-104 - Final Plat
4. FS19-104 - PowerPoint
5. FS19-104 - Right-of-Way Valuation Memo

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS19-104**

Project Name: Rancho Mercado Phase 2 Parcel A1 Final Plat

Council District: 1

City Council Date: **August 18, 2020**

Planner: Sergio Angulo, Planner II

Owner: Brookfield Holdings, LLC

Applicant: Stefanie Crerie of Taylor Morrison

Request: Final Plat for a 120 lot, single-family subdivision in Parcel A1 of the Rancho Mercado PAD

Site Location: Northwest corner of McMicken Way and 147th Avenue.

Site Size: 26.5 acres (approx.)

Density: 4.52 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the latest amendment of the Rancho Mercado PAD amendment as approved under case FS10-210.
- The Final Plat is consistent with the Preliminary Plat approved under case FS15-069.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

Taylor Morrison, on behalf of Brookfield Holdings, LLC, requests approval of the Final Plat of Rancho Mercado Parcel A1. The subject property is approximately 26.5 acres and it is located on the northwest corner of McMicken Way and 147th Avenue in Rancho Mercado. The subject property is zoned PAD and has a land use designation of Low/Medium Density Residential.

Onsite the applicant proposes a total of 120 single-family lots for a total density of 4.52 dwelling units per acres. The typical lot proposed is 53' x 105'. This plat includes a total of 4.759 acres of open space that includes a 0.8-acre open space recreation tract (Tract 1D) with amenities such as playground equipment, BBQ area, a ramada, and a large open turf area. The proposed project also includes a separate 0.6-acre turf area (Tract 1B) with additional benches for recreation. The proposed final plat is in compliance with the latest approved Rancho Mercado PAD Amendment (case FS10-210) and the preliminary plat approved under case FS15-069.

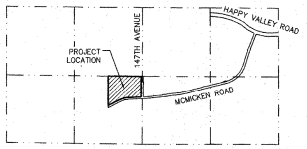
Attachments:

01 Vicinity Map
02 Final Plat



VICINITY MAP

FINAL PLAT
OF
RANCHO MERCADO PARCEL A1
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



N.T.S.
VICINITY MAP
SECTION 8, T.4N., R.1W.

DEDICATION

STATE OF ARIZONA:)
) SS
COUNTY OF MARICOPA:)

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "RANCHO MERCADO PARCEL A1", LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE 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 FINAL PLAT.
2. "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE FINAL PLAT.
3. 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.
4. "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 FINAL PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
5. "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL 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.
6. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN OVER EASEMENT OVER, UPON AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITY.
7. 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 FINAL PLAT OR ANY PARCEL THEREOF.
8. "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
9. "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.
10. THE VEHICULAR NON ACCESS EASEMENTS " VNAE " ARE HEREBY DEDICATED TO THE RANCHO MERCADO COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID " VNAE " AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE " VNAE " ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID " VNAE " DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
11. ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
12. TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY RANCHO MERCADO COMMUNITY ASSOCIATION.
13. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE FINAL 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.
14. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE FINAL PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

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 27th DAY OF April, 2020.

BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: _____

ITS: SVP

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
) SS
COUNTY OF New York)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF April, 2020, BY ANDREW BRAUSA, THE SENIOR VICE PRESIDENT OF BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC

BRIGINE M HO
Notary Public, State of New York
No. 01HO6371584
Qualified in New York County
Commission Expires 09/03/2022

RANCHO MERCADO COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, KAREN BEACOM, DULY ELECTED PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____ ITS PRESIDENT
KAREN BEACOM

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA:)
) SS
COUNTY OF MARICOPA:)

ON THIS 29th DAY OF April, 2020, KAREN BEACOM PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE THE PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AND THAT SHE, AS PRESIDENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: Kimberly St. John MY COMMISSION EXPIRES 4/6/24
NOTARY PUBLIC DATE

KIMBERLY ST. JOHN
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 599967
MY COMMISSION EXPIRES
APRIL 06, 2024

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.

_____ _____
MAYOR DATE

ATTEST:

_____ _____
CITY CLERK DATE

AREA CALCULATIONS

TRACTS	207,291 SQ.FT.	4.759 AC
LOTS = 120	694,284 SQ.FT.	15.939 AC
RIGHT OF WAY	254,561 SQ.FT.	5.844 AC
TOTAL	1,156,136 SQ.FT.	26.541 AC

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION	2
PLAT SHEETS	3–6

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.

OWNER

BROOKFIELD HOLDINGS (MERCADO) LLC,
A DELAWARE LIMITED LIABILITY COMPANY
250 VESEY STREET, 15TH FLOOR
NEW YORK, NEW YORK 10281
PHONE NO: 212-301-2393
CONTACT: ANDREW BRAUSA, SENIOR VICE PRESIDENT

RELEASE OF LIABILITY

1. BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIRFORCE ("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.
2. BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "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 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.
3. BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "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 LOCATED WITHIN THE RIGHT OF WAY 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.

100 YEAR ASSURED WATER SUPPLY LANGUAGE

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

GENERAL NOTES

1. IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
2. PURSUANT TO A.R.S. § 42-11102, 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.
3. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. HAPPY VALLEY ROAD WILL BECOME A 6 LANE MAJOR ARTERIAL AT SOME FUTURE POINT.
5. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
6. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE PS15-069.
7. A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "X", "A" AND"AE", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1210L AND NO. 04013C1230L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED, AS MAY BE AMENDED FROM TIME TO TIME.
8. 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.
9. THE MAINTENANCE OF THE LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPE MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPE 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.
10. DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE CASE PS15-210 OR AS SUBSEQUENTLY AMENDED.

BASIS OF BEARING

THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN WHICH BEARS S89°46'48"E, A DISTANCE OF 5255.54'
THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ3867
PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.00031766895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (00"00'01")

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF SIX SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 2020; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206

NOTE:
A.R.S. § 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

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ATWELL
866.850.2500 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8651

COUNTY: MARICOPA
SECTION: 8
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO PARCEL A1
CITY OF SURPRISE, ARIZONA

APRIL 2020

REVISIONS:

ATWELL
PM. J. SPRING
DR. R. GILES
JOB NO. 09001944
N.T.S.
0803314 IT ALDC
SHEET NO. 1 OF 6

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LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35832 2003, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BRASS CAP IN HANDHOLE STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 36770, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°46'48"E A DISTANCE OF 5255.54 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 4, S00°07'05"E A DISTANCE OF 2645.63 FEET TO THE SOUTHWEST CORNER OF SECTION 4, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 8;

THENCE, CONTINUING ALONG THE EAST LINE OF SAID SECTION 8, S00°06'42"E A DISTANCE OF 2645.56 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 8;

THENCE, ALONG THE EAST–WEST MID–SECTION LINE OF SAID SECTION 8, N89°32'31"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE, S00°08'10"E A DISTANCE OF 224.71 FEET;

THENCE, S44°51'50"W A DISTANCE OF 9.19 FEET;

THENCE, S00°08'10"E A DISTANCE OF 74.00 FEET;

THENCE, S45°08'10"E A DISTANCE OF 9.19 FEET;

THENCE, S00°08'10"E A DISTANCE OF 474.87 FEET;

THENCE, S43°21'50"W A DISTANCE OF 29.01 FEET;

THENCE, S86°51'50"W A DISTANCE OF 467.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 393.06 FEET, WITH A RADIUS OF 940.00 FEET AND A CENTRAL ANGLE OF 23°57'30";

THENCE, S62°54'20"W A DISTANCE OF 155.85 FEET;

THENCE, N72°05'40"W A DISTANCE OF 9.19 FEET;

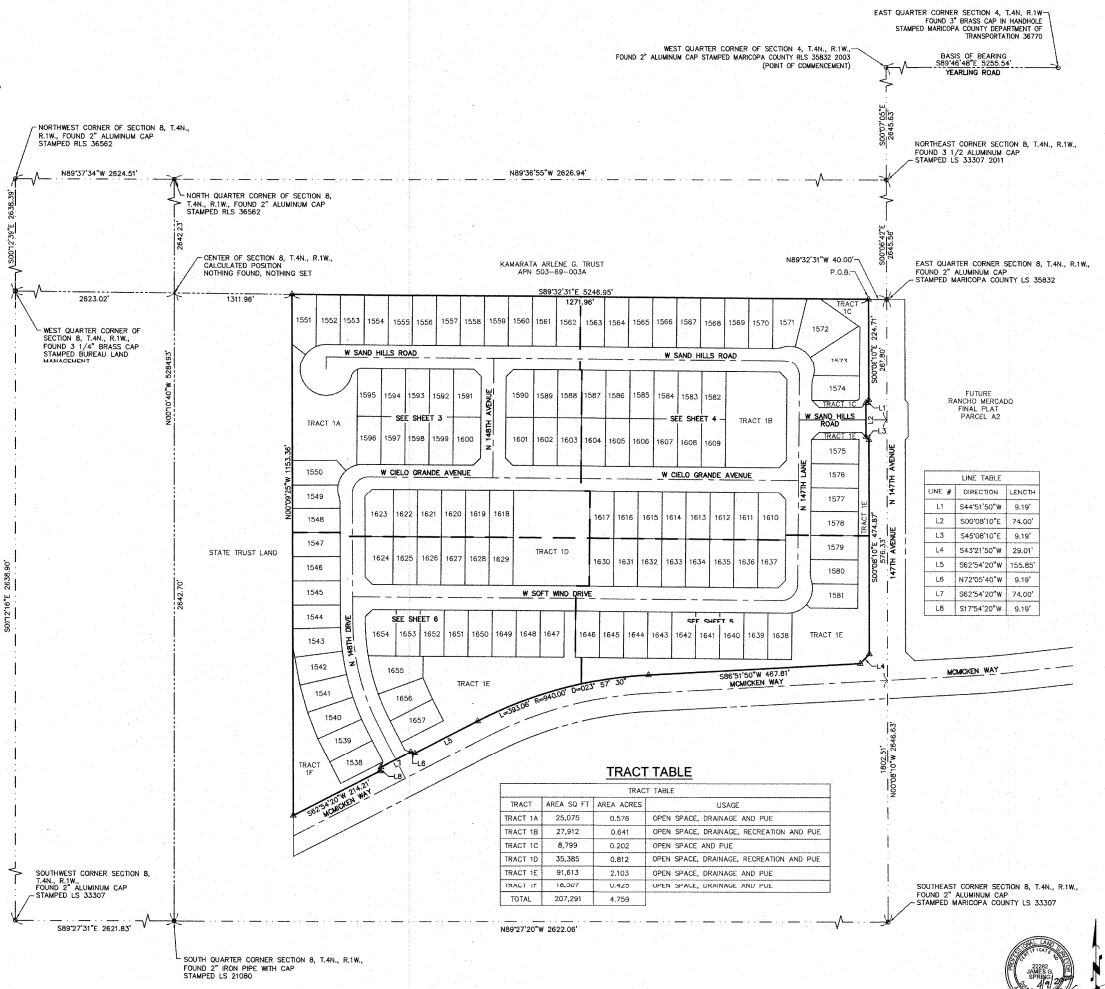
THENCE, S62°54'20"W A DISTANCE OF 74.00 FEET;

THENCE, S17°54'20"W A DISTANCE OF 9.19 FEET;

THENCE, S62°54'20"W A DISTANCE OF 214.21 FEET;

THENCE, N00°09'25"W A DISTANCE OF 1153.36 FEET;

THENCE, S89°32'31"E A DISTANCE OF 1271.96 FEET TO THE POINT OF BEGINNING.



LEGEND

	SUBDIVISION BOUNDARY
	RIGHT OF WAY LINE
	EXISTING RIGHT OF WAY LINE
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	AUGUST SECTION LINE
⊕	SUBDIVISION CORNER TO BE SET
○	FOUND MONUMENT AS NOTED
◉	CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
①	30'x30' SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
M.O.D.	MAP OF DEDICATION
M.C.R.	MARICOPA COUNTY RECORDER
R/W	RIGHT-OF-WAY
FBSL	FRONT BUILDING SETBACK LINE
D	DELTA
C1	CURVE TABLE NUMBER
L1	LINE TABLE NUMBER
FP	FINAL PLAT
DOC.	DOCUMENT

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S44°51'50"W	9.19'
L2	S00°08'10"E	74.00'
L3	S45°08'10"E	9.19'
L4	S43°21'50"W	29.01'
L5	S62°54'20"W	155.85'
L6	N72°05'40"W	9.19'
L7	S62°54'20"W	74.00'
L8	S17°54'20"W	9.19'

TRACT TABLE

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGE
TRACT 1A	25,075	0.576	OPEN SPACE, DRAINAGE AND PUE
TRACT 1B	27,912	0.641	OPEN SPACE, DRAINAGE, RECREATION AND PUE
TRACT 1C	8,799	0.202	OPEN SPACE AND PUE
TRACT 1D	35,385	0.812	OPEN SPACE, DRAINAGE, RECREATION AND PUE
TRACT 1E	91,613	2.103	OPEN SPACE, DRAINAGE AND PUE
TRACT 1F	18,307	0.420	OPEN SPACE, DRAINAGE AND PUE
TOTAL	207,291	4.759	

CITY OF SURPRISE CASE ZONING

DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE FS10-210 OR AS SUBSEQUENTLY AMENDED.

ATWELL
8655 E. 32ND ST. N. WICHITA, KS 67226
4700 E. SOUTHERN AVENUE MESA, AZ 85206

COUNTY: MARICOPA
SECTION: 8
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO PARCEL A1
CITY OF SURPRISE, ARIZONA

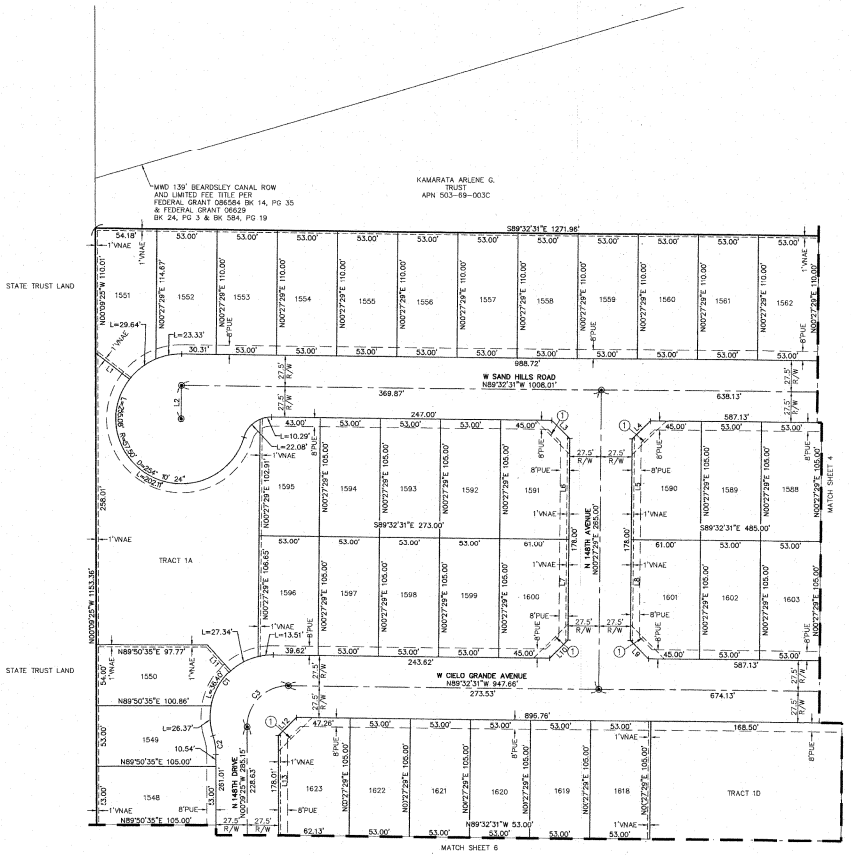
APRIL 2020

REVISIONS:

ATWELL

PM. J. SPRING
DR. R. GILES
JOB NO. 09001944
SCALE 0 50 100
1" = 100 FEET
SHEET NO. 2 OF 6

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LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1548	5565	0.128	53.0'	1592	5565	0.128	53.0'
1549	5437	0.125	53.0'	1593	5565	0.128	53.0'
1550	5809	0.133	54.0'	1594	5565	0.128	53.0'
1551	6514	0.150	53.2'	1595	5558	0.128	53.0'
1552	5865	0.135	53.0'	1596	5572	0.128	53.0'
1553	5830	0.134	53.0'	1597	5565	0.128	63.0'
1554	5830	0.134	53.0'	1598	5565	0.128	53.0'
1555	5830	0.134	53.0'	1599	5565	0.128	53.0'
1556	5830	0.134	53.0'	1600	6277	0.144	60.0'
1557	5830	0.134	53.0'	1601	6277	0.144	60.0'
1558	5830	0.134	53.0'	1602	5565	0.128	53.0'
1559	5830	0.134	53.0'	1603	5565	0.128	53.0'
1560	5830	0.134	53.0'	1618	5565	0.128	53.0'
1561	5830	0.134	53.0'	1619	5565	0.128	53.0'
1562	5830	0.134	53.0'	1620	5565	0.128	53.0'
1588	5565	0.128	53.0'	1621	5565	0.128	53.0'
1589	5565	0.128	53.0'	1622	5565	0.128	53.0'
1590	6277	0.144	60.0'	1623	6455	0.148	62.1'
1591	6277	0.144	60.0'				

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S52°19'13"E	37.56'	L8	N00°27'29"E	89.00'
L2	N00°27'29"E	30.00'	L9	N44°32'31"W	22.63'
L3	S44°32'31"E	22.63'	L10	S45°27'29"W	22.63'
L4	N45°27'29"E	22.63'	L11	S42°06'10"E	30.61'
L5	N00°27'29"E	89.00'	L12	N45°09'02"E	22.51'
L6	N00°27'29"E	89.00'	L13	N00°09'25"W	89.01'
L7	N00°27'29"E	89.00'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	103.63'	55.00'	107°57'23"
C2	16.65'	55.00'	017°20'29"
C3	56.94'	36.00'	090°36'54"

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480.218.8831

COUNTY: MARICOPA
SECTION: 8
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

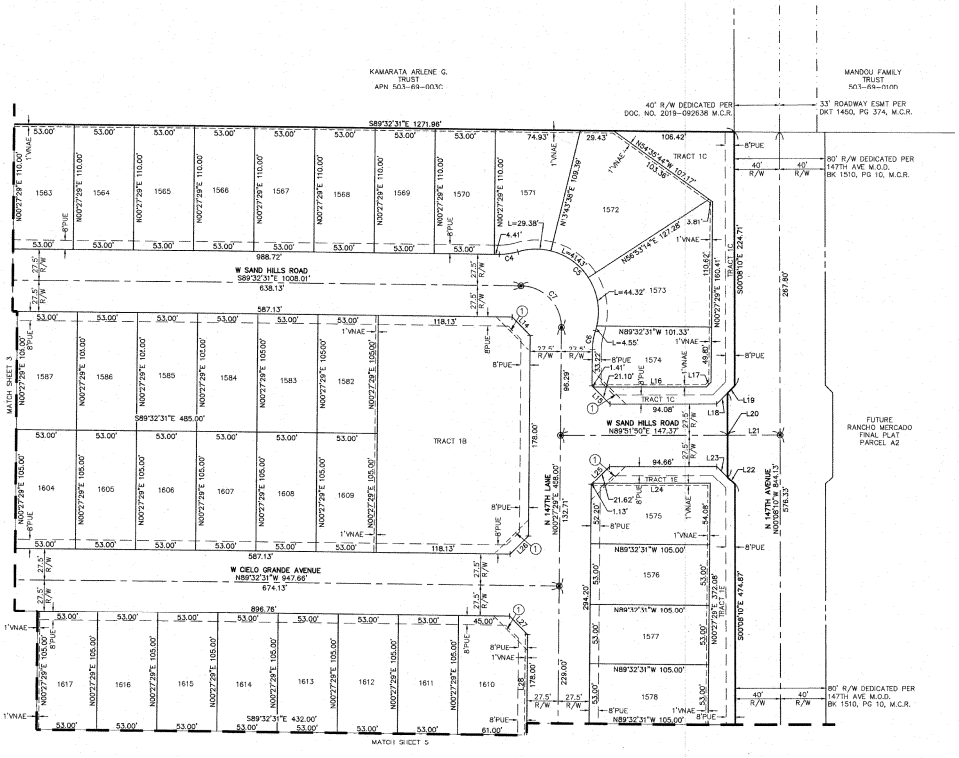
FINAL PLAT
RANCHO MERCADO PARCEL A1
CITY OF SURPRISE, ARIZONA

APRIL 2020

REVISIONS:

ATWELL
PM. J. SPRING
DR. R. GILES
JOB NO. 09001944
SCALE 0 20 40
1" = 40 FEET
ORIGINAL IF ALONE
SHEET NO. 3 OF 6

K:\09001944\Dwg\Survey\Plat plat\sf\09001944 fp_sf.dwg Standard, 4/7/2020 8:07 AM Ronaldo, 4/6/2020 7:39 AM



LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1563	5830	0.134	53.0'	1584	5565	0.128	53.0'
1564	5830	0.134	53.0'	1585	5565	0.128	53.0'
1565	5830	0.134	53.0'	1586	5565	0.128	53.0'
1566	5830	0.134	53.0'	1587	5565	0.128	53.0'
1567	5830	0.134	53.0'	1604	5565	0.128	53.0'
1568	5830	0.134	53.0'	1605	5565	0.128	53.0'
1569	5830	0.134	53.0'	1606	5565	0.128	53.0'
1570	5830	0.134	53.0'	1607	5565	0.128	53.0'
1571	6678	0.153	53.4'	1608	5565	0.128	53.0'
1572	9980	0.229	55.0'	1609	5565	0.128	53.0'
1573	8285	0.190	55.1'	1610	6277	0.144	60.0'
1574	5682	0.130	54.9'	1611	5565	0.128	53.0'
1575	3961	0.091	53.4'	1612	5565	0.128	53.0'
1576	5565	0.128	53.0'	1613	5565	0.128	53.0'
1577	5565	0.128	53.0'	1614	5565	0.128	53.0'
1578	5565	0.128	53.0'	1615	5565	0.128	53.0'
1582	5565	0.128	53.0'	1616	5565	0.128	53.0'
1583	5565	0.128	53.0'	1617	5565	0.128	53.0'

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L14	S44°32'31"E	22.63'	L22	S45°08'10"E	9.19'
L15	N44°50'20"W	22.51'	L23	N45°08'10"W	13.44'
L16	N89°51'50"E	99.93'	L24	N89°51'50"E	104.21'
L17	N44°51'50"E	5.83'	L25	S45°09'40"W	22.74'
L18	S44°51'50"W	13.44'	L26	S45°27'29"W	22.63'
L19	S44°51'50"W	9.19'	L27	S44°32'31"E	22.63'
L20	S00°08'10"E	74.00'	L28	N00°27'29"E	89.00'
L21	S89°51'50"W	46.50'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C4	16.65'	55.00'	017°20'29"
C5	119.69'	55.00'	124°40'58"
C6	16.65'	55.00'	017°20'29"
C7	56.55'	36.00'	090°00'00"

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MESA, ARIZONA 85206

COUNTY: MARICOPA
SECTION: 8
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A1
CITY OF SURPRISE, ARIZONA

APRIL 2020

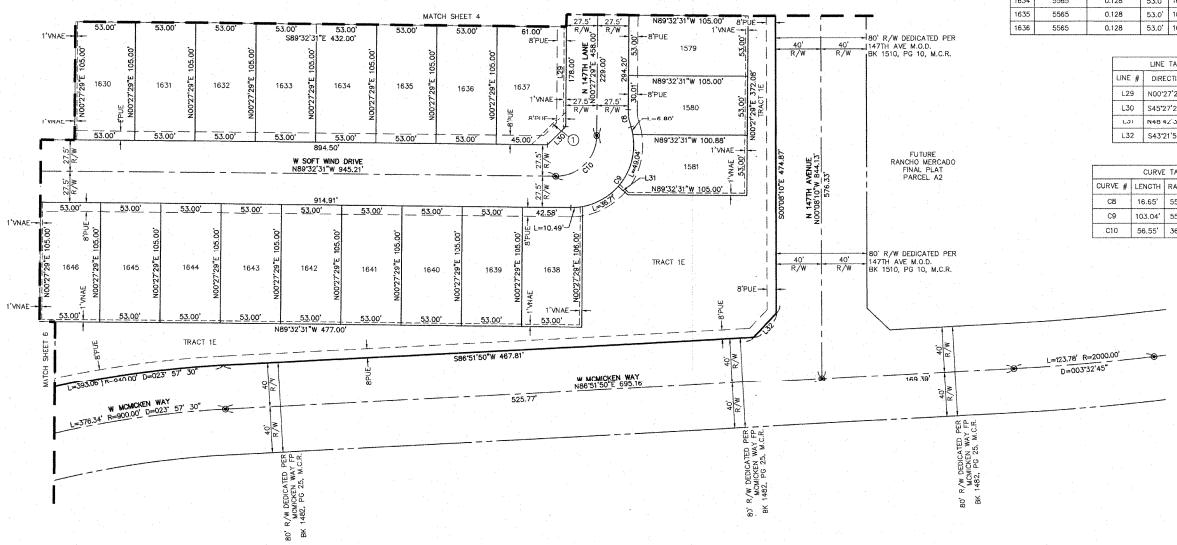
REVISIONS:

ATWELL

PM. J. SPRING
DR. R. GILES
JOB NO. 09001944
SCALE 0 20 40
1" = 40 FEET
DRAWN IF ALONE
SHEET NO. 4 OF 6

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LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1579	5565	0.128	53.0'	1637	6277	0.144	60.0'
1580	5529	0.127	53.0'	1638	5568	0.128	53.0'
1581	5521	0.127	53.0'	1639	5565	0.128	53.0'
1630	5565	0.128	53.0'	1640	5565	0.128	53.0'
1631	5565	0.128	53.0'	1641	5565	0.128	53.0'
1632	5565	0.128	53.0'	1642	5565	0.128	53.0'
1633	5565	0.128	53.0'	1643	5565	0.128	53.0'
1634	5565	0.128	53.0'	1644	5565	0.128	53.0'
1635	5565	0.128	53.0'	1645	5565	0.128	53.0'
1636	5565	0.128	53.0'	1646	5565	0.128	53.0'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L29	N00°27'29"E	89.00'
L30	S45°27'29"W	22.63'
L31	N45°32'31"W	11.06'
L32	S43°21'50"W	29.01'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	16.65'	55.00'	017°20'29"
C9	103.04'	55.00'	107°20'29"
C10	56.55'	36.00'	090°00'00"

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MESA, AZ 85206
(480) 218-8233

COUNTY: MARICOPA
SECTION: 8
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A1
CITY OF SURPRISE, ARIZONA

APRIL 2020

REVISIONS:

ATWELL

PM: J. SPRING
DR: R. GILES
JOB NO. 09001944
SCALE 0 20 40
1" = 40 FEET
ORIGIN IT ALONG
SHEET NO. 5 OF 6


MATCH SHEET 3
MATCH SHEET 5
TRACT 10
TRACT 1E
TRACT 1F
W SOFT WIND DRIVE
N89°32'31"W 945.21'
894.50'
914.91'
168.50'
N 146TH DRIVE
N00°27'29"E 1285.15'
228.63'
W MOMOKEN WAY
S89°54'20"W 214.21'
S89°54'20"W 477.39'
2178.04'
L=383.06' R=940.00' Δ=023° 57' 30"
L=376.54' R=900.00' Δ=023° 57' 30"
199.35'
155.85'
372.14'
STATE TRUST LAND
N00°09'25"W 1153.36'
45' R/W (BK 1422, PG 22 M.C.R.)
50' R/W (MONUMENTED PER BK 1422, PG 22 M.C.R.)
1547
1546
1545
1544
1543
1542
1541
1540
1539
1538
1624
1625
1626
1627
1628
1629
1654
1653
1652
1651
1650
1649
1648
1647
1655
1656
1657
L=14.26'
L=25.61'
L=6.54'
L=12.02'
L=1.41'
L=24.02'
L=6.54'
L=6.54'
L=6.54

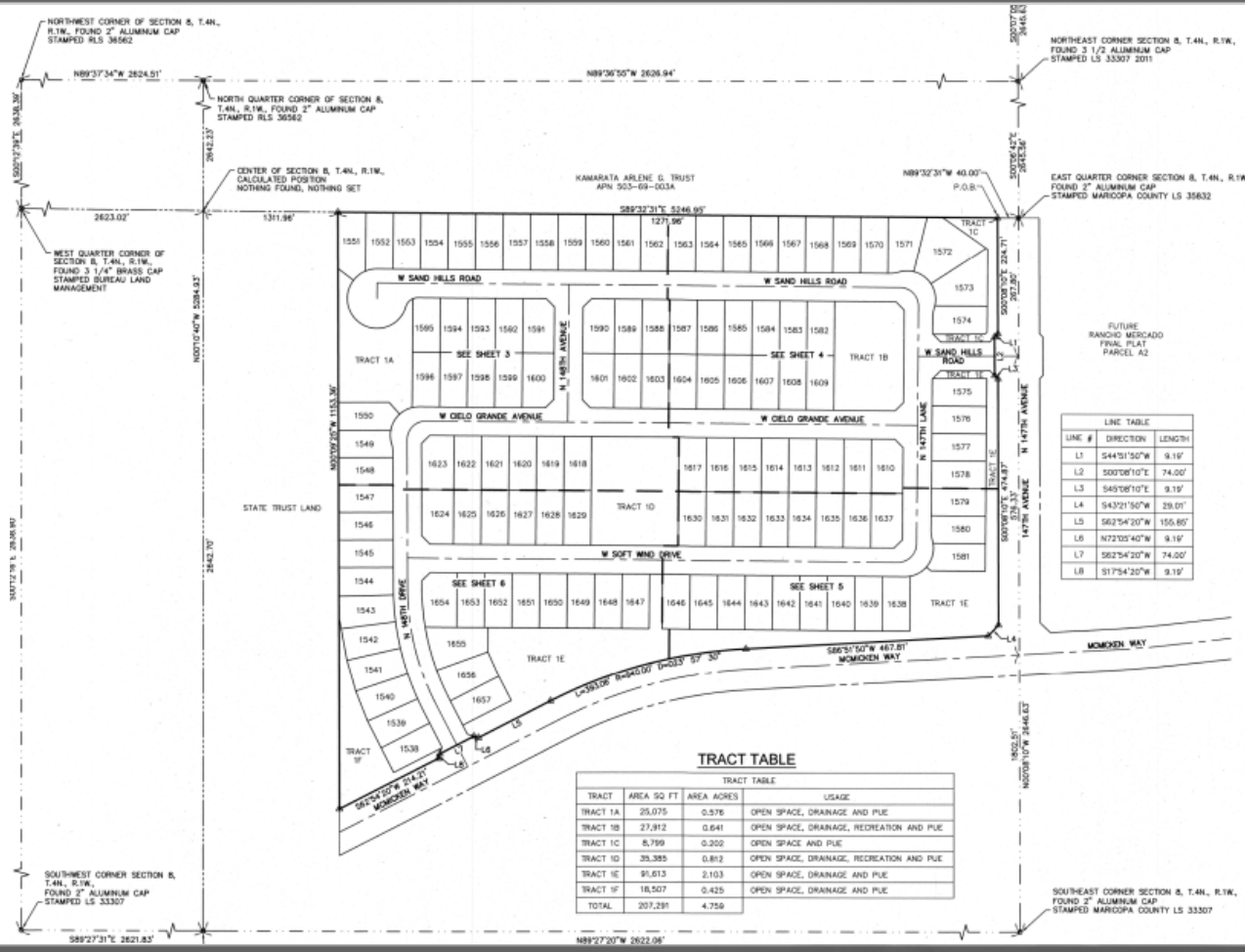
SURPRISE
ARIZONA

Rancho Mercado Parcel A1 Final Plat – FS19-104

City Council

August 18, 2020


Happy Valley Rd Alignment
State Lands
Rancho Mercado
147th Ave
Beardsley Canal
FS19-104
RM A1
McMicken Way
VICINITY MAP

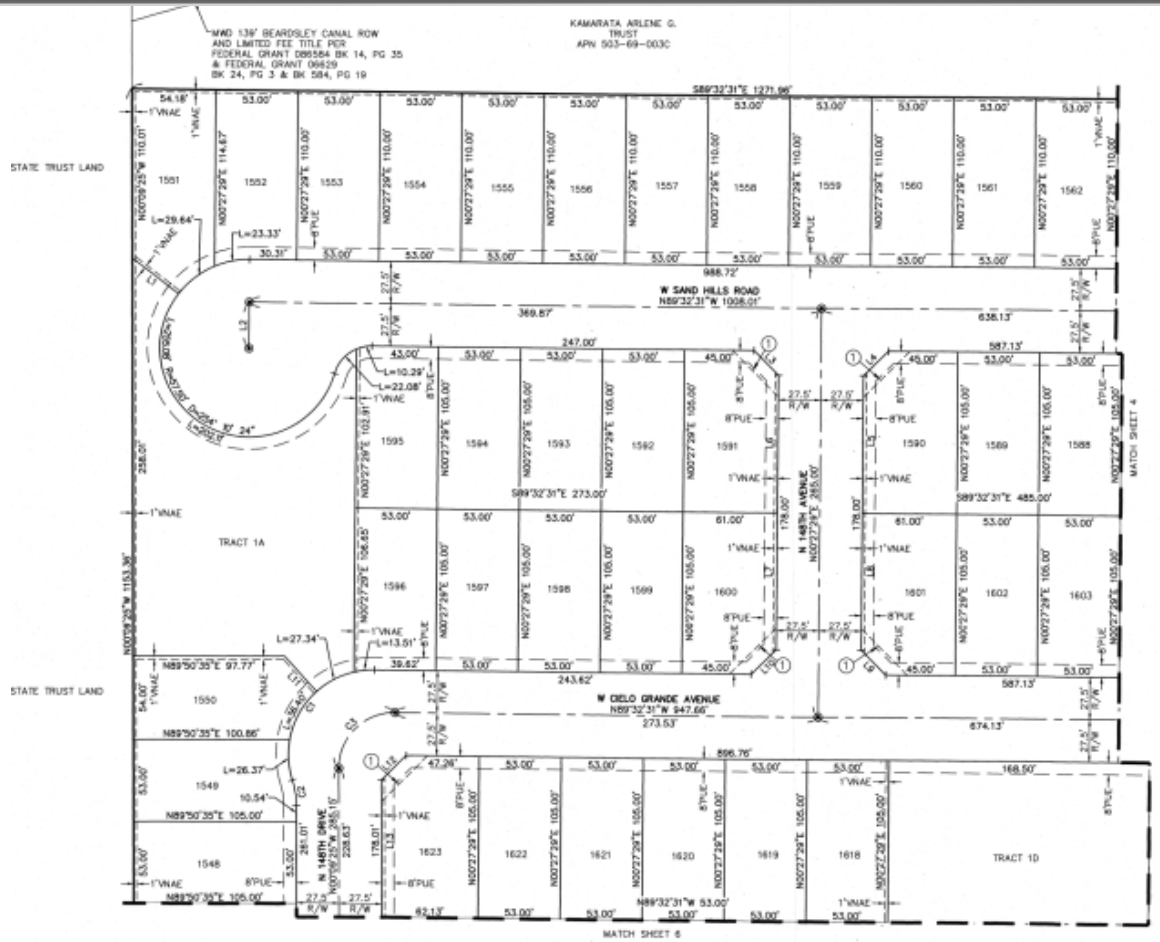


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S44°51'50"W	9.19'
L2	S00°08'10"E	74.00'
L3	S45°08'10"E	9.19'
L4	S43°21'50"W	29.01'
L5	S62°54'20"W	155.86'
L6	N72°05'40"W	9.19'
L7	S62°54'20"W	74.00'
L8	S17°54'20"W	9.19'

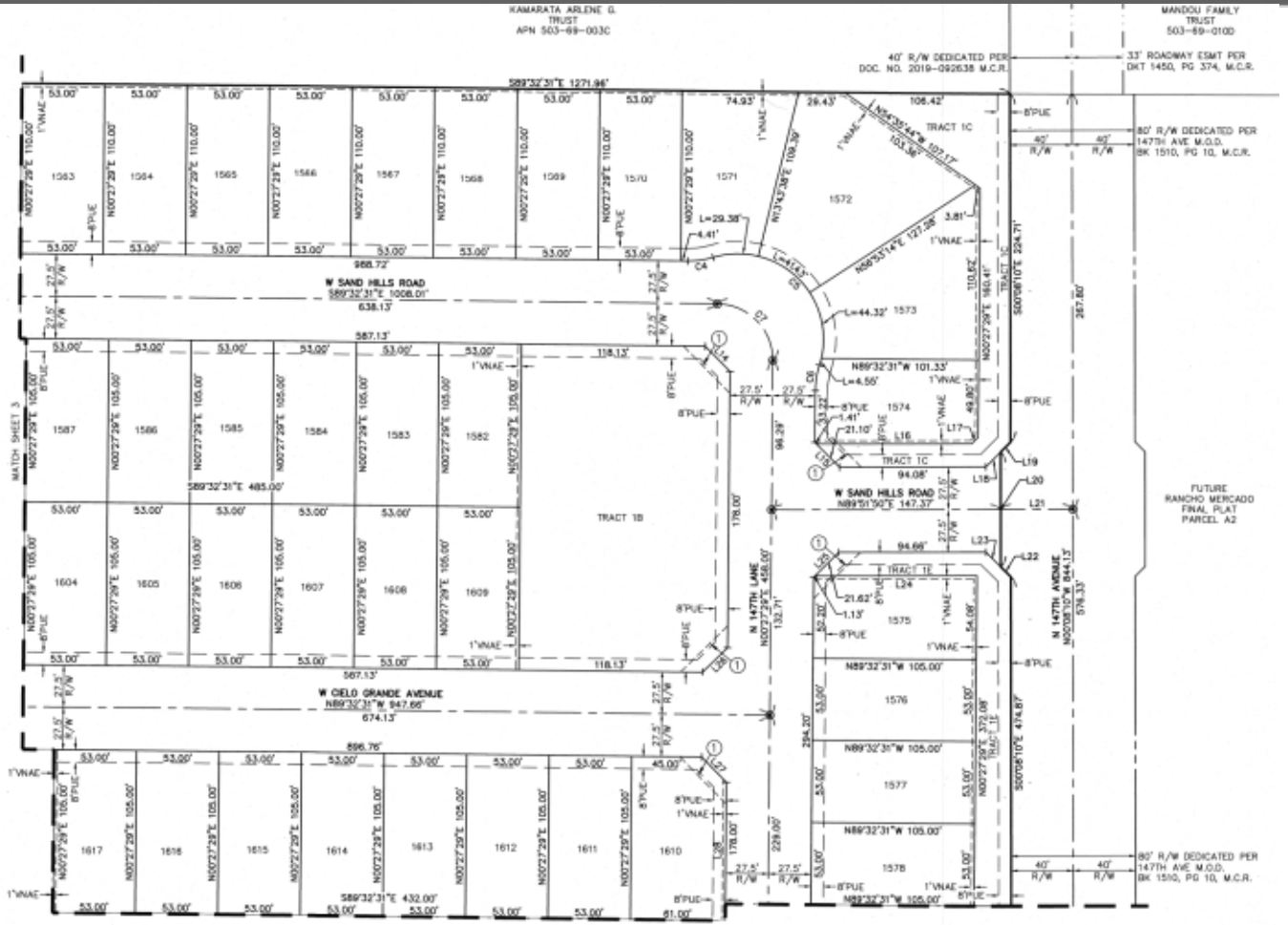
TRACT TABLE

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGE
TRACT 1A	25,075	0.576	OPEN SPACE, DRAINAGE AND PUE
TRACT 1B	27,912	0.641	OPEN SPACE, DRAINAGE, RECREATION AND PUE
TRACT 1C	8,799	0.202	OPEN SPACE AND PUE
TRACT 1D	35,385	0.812	OPEN SPACE, DRAINAGE, RECREATION AND PUE
TRACT 1E	91,613	2.103	OPEN SPACE, DRAINAGE AND PUE
TRACT 1F	18,507	0.425	OPEN SPACE, DRAINAGE AND PUE
TOTAL	207,291	4.759	

FINAL PLAT


MWD 138' BEARDSLEY CANAL ROW AND LIMITED FEE TITLE PER FEDERAL GRANT 080584 BK 14, PG 35 & FEDERAL GRANT 06629 BK 24, PG 3 & BK 584, PG 19
KAMARATA ARLENE G. TRUST APN 503-69-003C
STATE TRUST LAND
STATE TRUST LAND
W SAND HILLS ROAD N89°32'31"W 1008.01'
W CIELO GRANDE AVENUE N89°32'31"W 947.66'
N 148TH AVENUE
TRACT 1A
TRACT 1D
MATCH SHEET 4
MATCH SHEET 6

FINAL PLAT


KAMARATA ARLENE G. TRUST APN 503-69-003C
MANDOU FAMILY TRUST 503-69-0100
40' R/W DEDICATED PER DOC. NO. 2019-092638 M.C.R.
33' ROADWAY ESMT PER BK 1450, PG 374, M.C.R.
80' R/W DEDICATED PER 147TH AVE M.O.D. BK 1510, PG 10, M.C.R.
W SAND HILLS ROAD
W CIELO GRANDE AVENUE
N 147TH LANE
N 147TH AVENUE
TRACT 1B
TRACT 1C
FUTURE RANCHO MERCADO FINAL PLAT PARCEL A2
MATCH SHEET 3

FINAL PLAT


MATCH SHEET 4
MATCH SHEET 6
W SOFT WIND DRIVE
N89°32'31"W 945.21'
914.91'
894.50'
TRACT 1E
N89°32'31"W 477.00'
S86°51'50"W 467.81'
W MCMICKEN WAY
N86°51'50"E 695.16'
525.77'
L=393.06' R=940.00' D=023° 57' 30"
L=376.34' R=900.00' D=023° 57' 30"
N 147TH LANE
N 147TH AVENUE
N00°08'10"E 474.67'
N00°08'10"E 844.13'
FUTURE RANCHO MERCADO FINAL PLAT PARCEL A2
80' R/W DEDICATED PER 147TH AVE M.O.D. BK 1510, PG 10, M.C.R.
80' R/W DEDICATED PER MCMICKEN WAY FP BK 1482, PG 25, M.C.R.
1579
1580
1581
1630
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1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646

FINAL PLAT


MATCH SHEET 3
W SOFT WIND DRIVE
N89°32'31"W 949.21'
914.91'
894.50'
TRACT 1D
TRACT 1E
TRACT 1F
N. 146TH DRIVE
W MOMOKEN WAY
S62°54'20"W 277.43'
S62°54'20"W 477.36'
278.04'
199.35'
STATE TRUST LAND
MATCH SHEET 5

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **May 27, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS19-104 Final Plat of Rancho Mercado Parcel A1- Right of Way Valuation**

The Value of the Right of Way associated with FS19-104 Final Plat of Rancho Mercado Parcel A1 is $1,272,805.00.

The area being acquired as right-of-way is 254,561 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Sergio Angulo
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 or disapproval of the Map of Dedication entitled, "Pinnacle Peak Road", dated April 2, 2019, an approximately 3 acre property located east of 163th Avenue in the Escalante development.

Motion:
I move to approve the Map of Dedication entitled, "Pinnacle Peak Road", dated April 2, 2019.

Background:
This request involves a Map of Dedication that will dedicate 3.0174 acres (approx.) for the right-of-way of Pinnacle Peak Road east of 163rd Avenue in the Escalante (FKA Verdugo) development.

Objective Analysis:
Approval of this Map of Dedication will allow for the development of Pinnacle Peak Road, providing the required access to the Escalante development.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Map of Dedication.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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. 00 - FS16-472 - Staff Report
2. 01 - FS16-472 - Vicinity Map

3. 02 - FS16-472 - Map of Dedication
4. 03 - FS16-472 - PowerPoint
5. RW value FS 16-472 Map of Dedication for Pinnacle Peak Road

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SURPRISE
ARIZONA

MAP OF DEDICATION

REPORT TO THE CITY COUNCIL

Case:	**FS16-472**
Project Name:	Pinnacle Peak Road Map of Dedication
Council District:	1
City Council Date:	**August 18, 2020**
Planner:	Sergio Angulo, Planner II

Owner:	Fulton Homes Corporation
Applicant:	Dan Pottinger of Cardno, Inc.
Request:	Map of Dedication for a portion of Pinnacle Peak Road
Site Location:	Pinnacle Peak Road alignment, east of 163rd Avenue
Site Size:	3.0174 acres (approx.)
Density:	N/A

Findings:

- The proposed Map of Dedication is consistent with the Surprise General Plan 2035.
- The Map of Dedication is consistent with the Preliminary Plat approved under case FS14-159.

Alternative Actions:

Approve – Approval of the proposed Map of Dedication will allow for the development of this portion of Pinnacle Peak Road.

Deny – Denial of the requested Map of Dedication will the development of this portion of Pinnacle Peak Road.

Additional Information:

Cardno, Inc., on behalf of Fulton Homes Corporation, requests approval of a Map of Dedication that dedicates 3.0174 acres (approx.) of right-of-way for Pinnacle Peak Road in the Escalante development. The subject property is the portion of Pinnacle Peak Road between 163rd Avenue and 158th Lane. This Map of Dedication will allow for the development of Pinnacle Peak Road, providing the required access to the Escalante development.

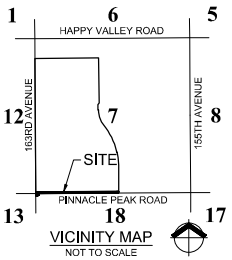
Attachments:

01 Vicinity Map
02 Map of Dedication


VICINITY MAP
Asante
163rd Ave
Asante Blvd
Escalante
158th Ln
Pinnacle Peak Rd
Asante
Maricopa
County
(Unincorporated)

MAP OF DEDICATION
FOR PINNACLE PEAK ROAD

A REPLAT OF TRACT A OF VERDUGO MASTER PLAT
RECORDED IN BOOK 1362, PAGE 45, M.C.R.,
LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 7,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA
OWNER/DEVELOPER: VERDUGO LAND, LLC



VICINITY MAP
NOT TO SCALE

COUNTY RECORDER INFO

DEDICATION AND DECLARATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME "PINNACLE PEAK ROAD", A MAP OF DEDICATION BEING A REPLAT OF TRACT A OF "VERDUGO MASTER PLAT" AS RECORDED IN BOOK 1362, PAGE 45 OF OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER AND BEING LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS MAP OF DEDICATION AS AND FOR THE "MAP OF DEDICATION OF PINNACLE PEAK ROAD" AND DECLARES THAT THIS MAP OF DEDICATION 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 MAP OF DEDICATION.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAY AS SHOWN ON THE MAP OF DEDICATION.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS MAP OF DEDICATION AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS MAP OF DEDICATION, 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 OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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.

LANDSCAPE 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.

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.

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_____, 20____.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION:

BY_____

ITS_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER,

PERSONALLY APPREARED BY_____, WHO ACKNOWLEDGED

HIMSELF TO BE _____ OF FULTON HOMES CORPORARTION, AN ARIZONA CORPORATION, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY_____

MY COMMISSION EXPIRES:_____

DEVELOPER

FULTON HOMES CORPORATION
AN ARIZONA CORPORATION
NORM NICHOLLS
9140 S. KYRENE ROAD, SUITE 202
TEMPE, AZ 85284
PHONE: (480) 753-6789

SURVEYOR

ARTHUR L. SEARS III, R.L.S.
CARDNO INC.
19621 N. 23RD DRIVE, SUITE 150
PHOENIX, AZ 85027
PHONE: (602) 977-8000
FAX: (602) 977-8099

ENGINEER

DANIEL J. POTTINGER, P.E.
CARDNO INC.
19621 N. 23RD DRIVE, SUITE 150
PHOENIX, AZ 85027
PHONE: (602) 977-8000
FAX: (602) 977-8099

SHEET INDEX

SHEET 1 - DEDICATIONS, APPROVALS, CERTIFICATIONS AND NOTES

SHEET 2 - MAP OF DEDICATION PINNACLE PEAK ROAD

RELEASE OF LIABILITY

FULTON HOMES CORPORATION, AN ARIZONA 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 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 MAP OF DEDICATION 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.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, ("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 MAP OF DEDICATION 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 MAP OF DEDICATION 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.

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.

LEGAL DESCRIPTION

TRACT A OF VERDUGO MASTER PLAN AS RECORDED IN BOOK 1362, PAGE 45, M.C.R.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 00°21'11" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, PER UNRECORDED A.L.T.A./N.S.P.S. LAND TITLE SURVEY FOR VERDUGO SURPRISE, ARIZONA PERFORMED BY COE &VAN LOO CONSULTANTS, INC., DATED 06-08-2016.

NOTES

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "A" AND ZONE "X"," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

ZONE "A" AS DEFINED BY FEMA IS:

SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED.

ZONE "X" AS DEFINED BY FEMA IS:

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.

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

4. PURSUANT TO A.R.S. § 42-11102, 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.

5. THIS MAP OF DEDICATION IS IN SUBSTANTIAL CONFORMANCE WITH THE VERDUGO PRELIMINARY PLAT, APPROVED 08-28-2015 UNDER CASE FS14-159.

6. LANDSCAPE AND IRRIGATIONDESIGN SHALL COMPLY WITH CURRENT CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS - CHAPTER 8.

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____, 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_____, 20____.

_____
MAYOR DATE

ATTEST:

_____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2017 AND 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.

Arthur L. Sears III
ARTHUR L. SEARS III, R.L.S. #19846

GROSS SITE AREA:

TOTAL ACRAGE: 131,439 SQ. FT. OR
3.0174 ACRES MORE OR LESS

Cardno
Shaping the Future
PHOENIX
19621 N. 23RD DRIVE, SUITE 150,
PHOENIX, AZ 85027
TEL (602)977-8000 FAX (602)977-8099 www.cardno.com

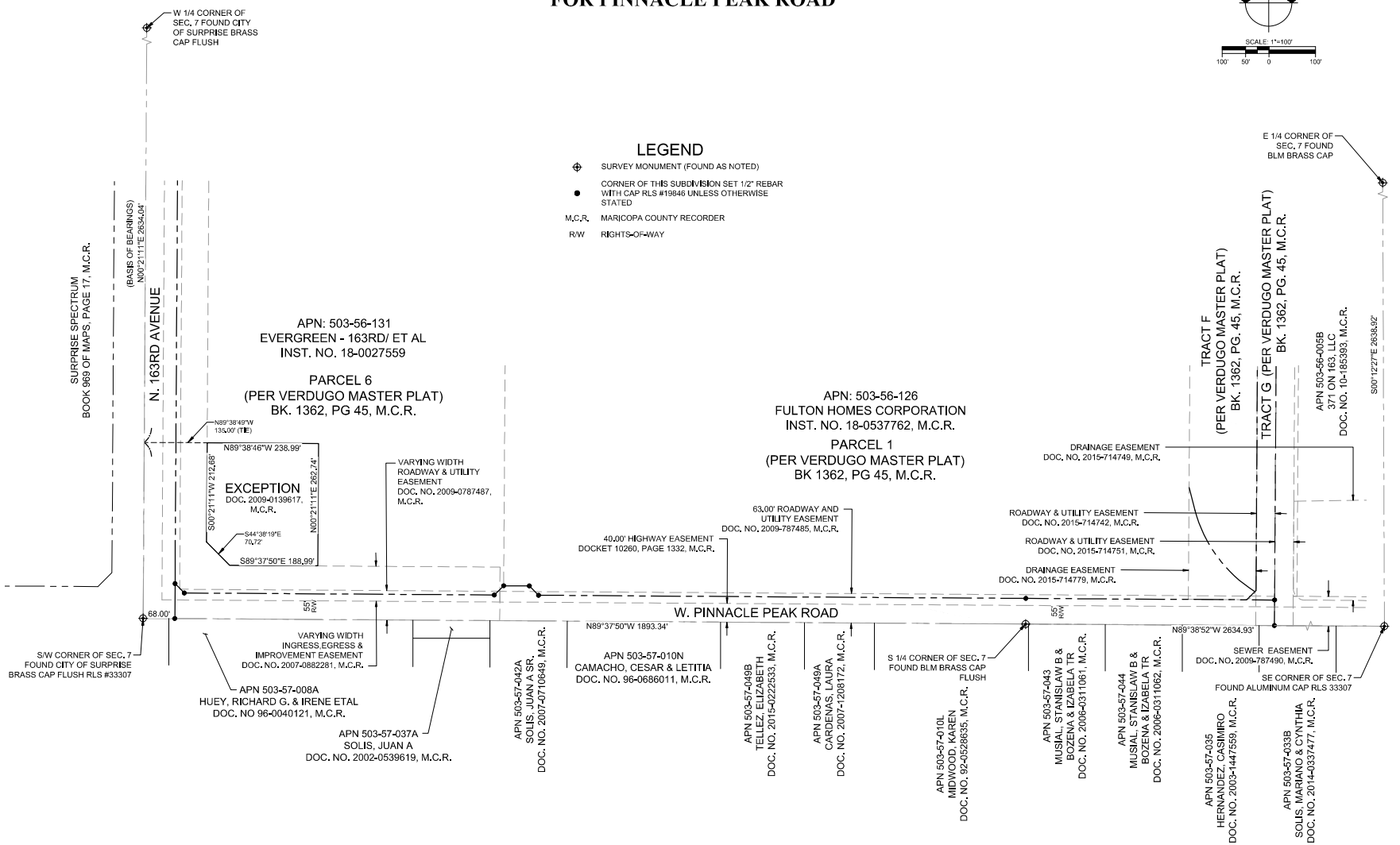
MAP OF DEDICATION-PINNACLE PEAK ROAD
VERDUGO
VERDUGO LAND, LLC
SURPRISE, AZ

NO.	DATE	DESCRIPTION	BY
1	6/30/2019	PER CITY COMMENTS	MAS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19846
ARTHUR L.
SEARS III
ARIZONA U.S.A.
Expires 6/30/2019

DATE	APR 2019
DRAWN	RDC
SURVEYED	MAS
CHECKED	ALS
PROJECT #	4161214000
SHEET TITLE	COVER
SHEET NUMBER	1 of 2

MAP OF DEDICATION
FOR PINNACLE PEAK ROAD



COUNTY RECORDER INFO

Cardno
Shaping the Future
PHOENIX
1962 N. 23RD DRIVE, SUITE 150,
PHOENIX, AZ 85027
TEL (602)977-6000 FAX (602)977-6099 www.cardno.com

MAP OF DEDICATION-PINNACLE PEAK ROAD
VERDUGO
VERDUGO LAND, LLC
SURPRISE, AZ

NO.	DATE	DESCRIPTION	BY
1			

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19846
ARTHUR L. SEARS III
ARIZONA U.S.A.
Expires 6/30/2019

DATE	APR 2019
DRAWN	DME
SURVEYED	MAS
CHECKED	ALS
PROJECT #	4161214000

SHEET TITLE
MAP OF DEDICATION

SHEET NUMBER
2 of 2

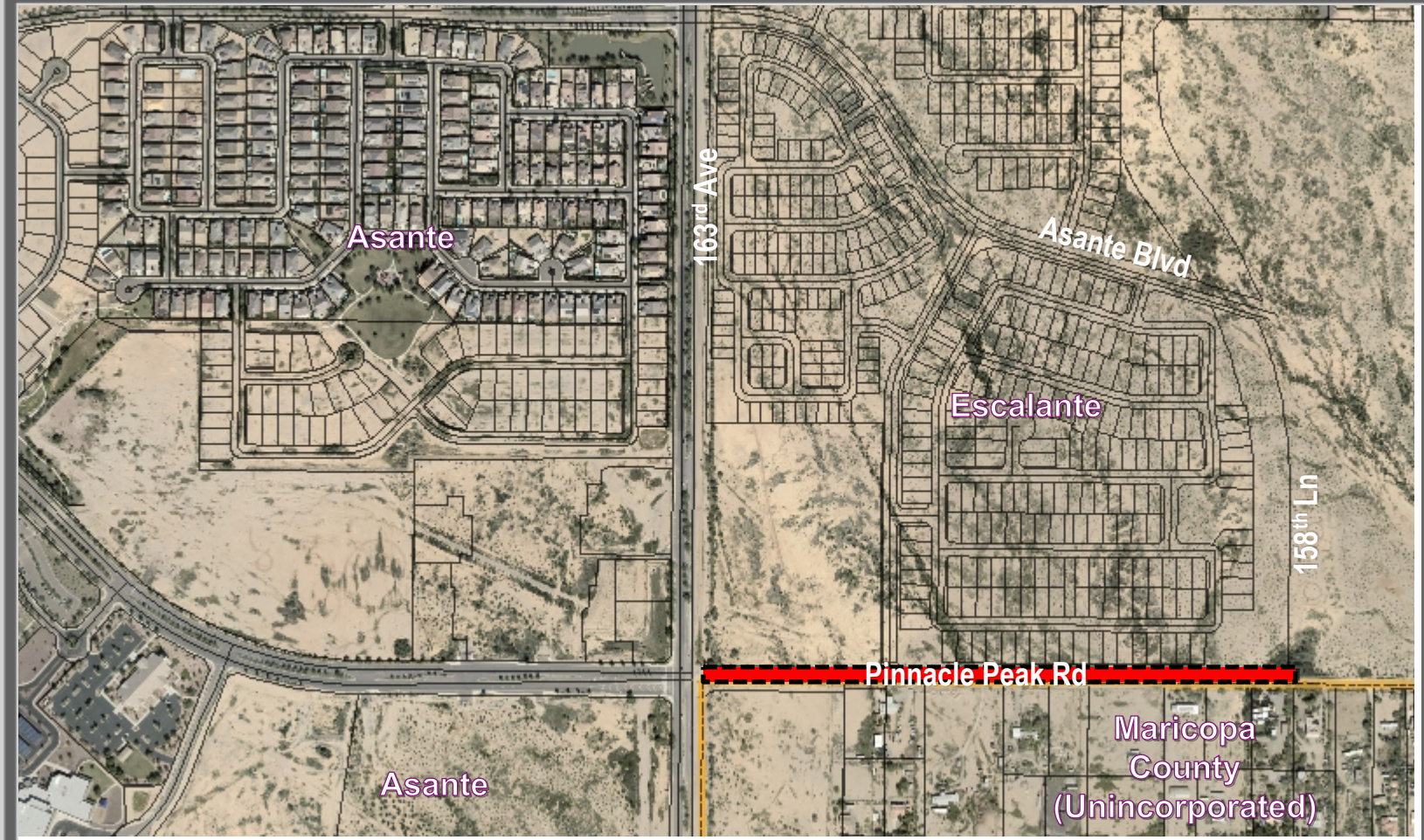
SURPRISE
ARIZONA

Pinnacle Peak Road Map of Dedication

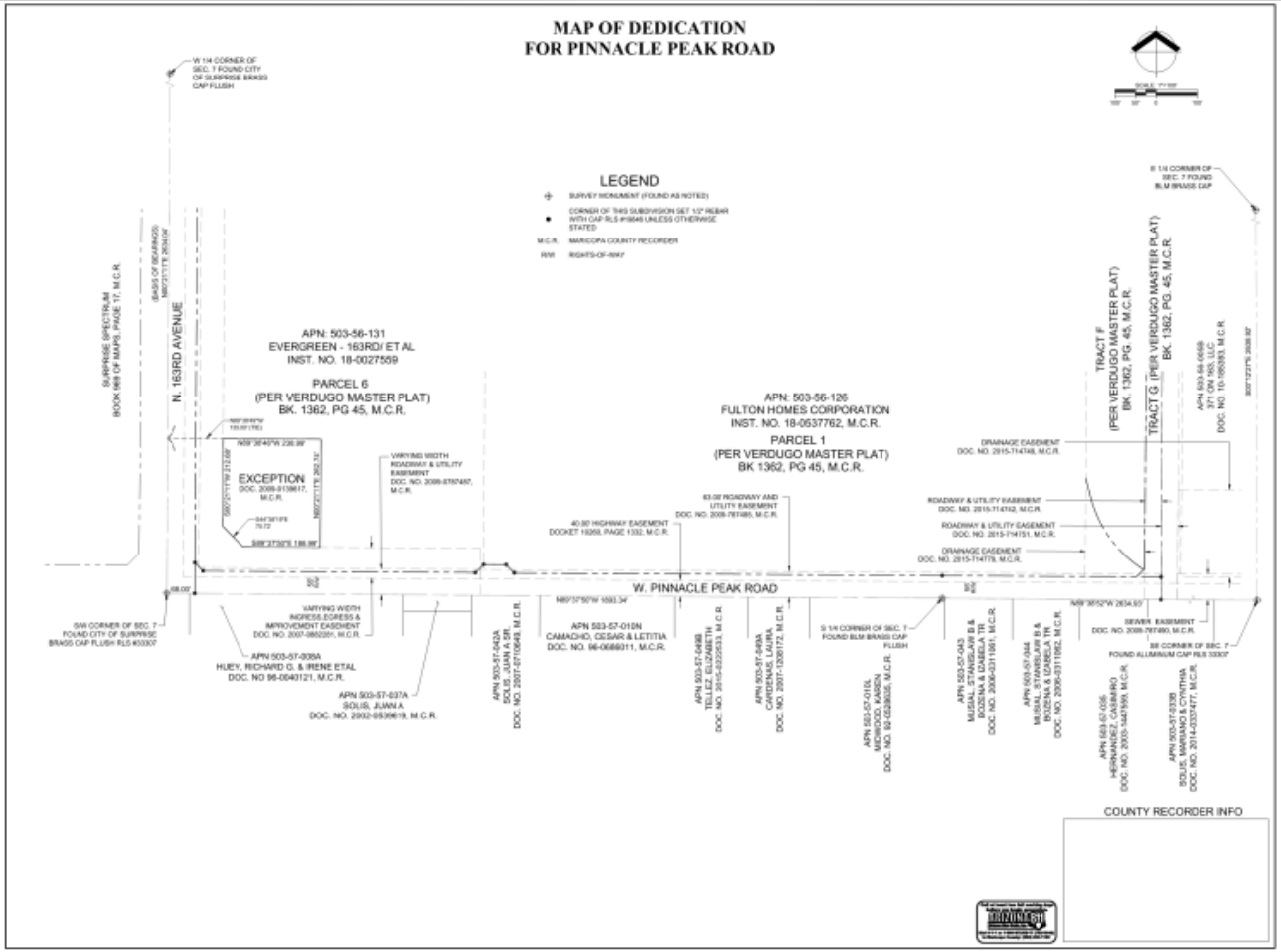
FS16-472

City Council

August 18, 2020



FS16-472 VICINITY MAP


MAP OF DEDICATION
FOR PINNACLE PEAK ROAD
LEGEND
SURVEY MONUMENT (FOUND AS NOTED)
CORNER OF THIS SUBDIVISION SET 1/2" REBAR WITH CAP RLS #19648 UNLESS OTHERWISE STATED
M.C.R. MARICOPA COUNTY RECORDER
R/W RIGHTS-OF-WAY
W 1/4 CORNER OF SEC. 7 FOUND CITY OF SURPRISE BRASS CAP FLUSH
SURPRISE SPECTRUM (BOOK 969 OF MAPS, PAGE 17, M.C.R.
N. 163RD AVENUE
APN: 503-56-131
EVERGREEN - 163RD/ ET AL.
INST. NO. 18-0027559
PARCEL 6
(PER VERDUGO MASTER PLAT)
BK. 1362, PG 45, M.C.R.
EXCEPTION
DOC. 2008-0139617, M.C.R.
VARYING WIDTH ROADWAY & UTILITY EASEMENT DOC. NO. 2008-0787487, M.C.R.
APN: 503-56-126
FULTON HOMES CORPORATION
INST. NO. 18-0537762, M.C.R.
PARCEL 1
(PER VERDUGO MASTER PLAT)
BK. 1362, PG 45, M.C.R.
40.00' HIGHWAY EASEMENT DOCKET 10255, PAGE 1332, M.C.R.
63.00' ROADWAY AND UTILITY EASEMENT DOC. NO. 2008-787485, M.C.R.
DRAINAGE EASEMENT DOC. NO. 2015-714748, M.C.R.
ROADWAY & UTILITY EASEMENT DOC. NO. 2015-714742, M.C.R.
ROADWAY & UTILITY EASEMENT DOC. NO. 2015-714751, M.C.R.
DRAINAGE EASEMENT DOC. NO. 2015-714779, M.C.R.
TRACT F (PER VERDUGO MASTER PLAT) BK. 1362, PG 45, M.C.R.
TRACT G (PER VERDUGO MASTER PLAT) BK. 1362, PG. 45, M.C.R.
E 1/4 CORNER OF SEC. 7 FOUND BLM BRASS CAP
APN 503-56-056B 371 DW 163, LLC DOC. NO. 18-1050553, M.C.R.
W. PINNACLE PEAK ROAD
SW CORNER OF SEC. 7 FOUND CITY OF SURPRISE BRASS CAP FLUSH RLS #33307
VARYING WIDTH INGRESS,EGRESS & IMPROVEMENT EASEMENT DOC. NO. 2007-0802201, M.C.R.
APN 503-57-008A HUEY, RICHARD G. & IRENE ETAL DOC. NO 96-0640121, M.C.R.
APN 503-57-037A SOLIS, JUAN A. DOC. NO. 2002-0536619, M.C.R.
APN 503-57-042A SOLIS, JUAN A SR. DOC. NO. 2007-0710648, M.C.R.
APN 503-57-010N CAMACHO, CESAR & LETITIA DOC. NO. 96-0686311, M.C.R.
APN 503-57-049B TELLEZ, CESAR DOC. NO. 2016-0220533, M.C.R.
APN 503-57-049A CARDENAS, LAURA DOC. NO. 2007-1208172, M.C.R.
S 1/4 CORNER OF SEC. 7 FOUND BLM BRASS CAP FLUSH
APN 503-57-010L MIDWOOD, KAREN DOC. NO. 94-0528605, M.C.R.
APN 503-57-043 MURIAL, STANISLAW B & BOZENA & IZABELA TR DOC. NO. 2006-0311061, M.C.R.
APN 503-57-044 MURIAL, STANISLAW B & BOZENA & IZABELA TR DOC. NO. 2006-0311062, M.C.R.
N89°38'52"W 2634.93'
SEWER EASEMENT DOC. NO. 2008-787490, M.C.R.
SE CORNER OF SEC. 7 FOUND ALUMINUM CAP RLS 33307
APN 503-57-035 HERNANDEZ, CASIMIRO DOC. NO. 2000-1441994, M.C.R.
APN 503-57-033B SOLIS, MARIANO & CYNTHIA DOC. NO. 2014-0200477, M.C.R.
COUNTY RECORDER INFO

FS16-472 MOD

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 17, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS16-472 Map of Dedication for Pinnacle Peak Road Right of Way Valuation**

The Value of the Right of Way associated with the Map of Dedication for Pinnacle Peak Road FS16-472 is $657,195.00.
The area being dedicated as right-of-way is 131,439 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Sergio Angulo
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 Lot 3 at Marley Park Square" dated June 17, 2020, an approximately 6.22 acre property located south of Waddell Road and west of Litchfield Road.

Motion:
I move to approve the Final Plat entitled, "Re-Plat of Lot 3 at Marley Park Square" dated June 17, 2020.

Background:
3 Engineering LLC., on behalf of MP Park Square II, LLLP, seeks approval of a Final Plat to subdivide Lot 3 of the Marley Park Square commercial plaza into two (2) new lots; Lot 3A and Lot 3B.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed. Currently a fitness center is proposed in Lot 3A and approval of this Final Plat will allow the applicant of the fitness center to move forward with their Site Plan application.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Employment Character Area, which supports the proposed Final Plat.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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. 00 - FS20-188 - Staff Report
2. 01 - FS20-188 - Vicinity Map
3. 02 - FS20-188 -Final Plat
4. FS20-188 - PowerPoint

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS20-188**

Project Name: Marley Park Square

Council District: 6

City Council Date: **August 18, 2020**

Planner: Sergio Angulo, Planner II

Owner: MP Park Square II, LLLP

Applicant: Matthew Mancini of 3 Engineering, LLC

Request: Final Plat to re-plat Lot 3 of the Marley Park Square commercial plaza.

Site Location: South of Waddell Road and west of Litchfield Road.

Site Size: 6.22 acres (approx.)

Density: N/A

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Marley Park PAD.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

3 Engineering, LLC., on behalf of MP Park Square II, LLLP., requests approval of the Re-Plat of Lot 3 at Marley Park Square. The subject property is approximately 6.22 acres and it is located south of Waddell Road and east of Litchfield Road in Marley Park. The subject property is zoned PAD and has a land use designation of Employment.

This Final Plat subdivides Lot 3 of the Marley Park Square commercial plaza into two (2) new lots; Lot 3A and Lot 3B. Lot 3A has a proposed size of 3.74 acres and Lot 3B of 2.48 acres. Currently a fitness center is proposed in Lot 3A and approval of this Final Plat will allow the applicant of the fitness center to move forward with their Site Plan application which is being reviewed under case FS20-437. This Final Plat does not dedicate any new right-of-way and it is in compliance with Marley Park PAD.

Attachments:

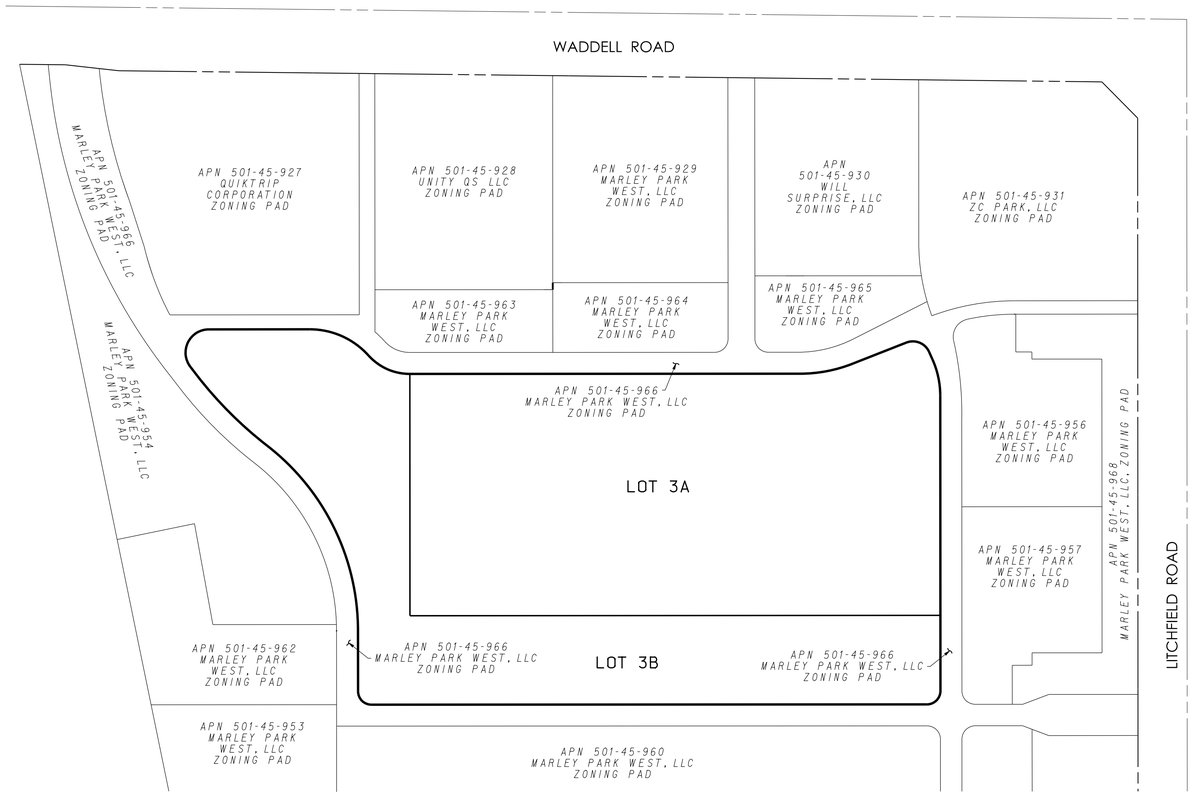
01 Vicinity Map
02 Final Plat

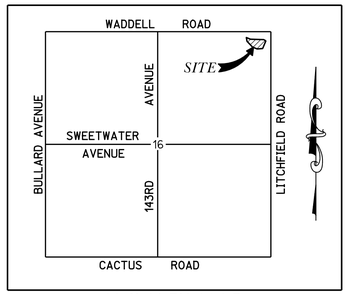

Sierra Verde
Surprise Crossing
Waddell Rd
Litchfield Rd
FS20-188 Marley Park Square
Marley Park
Surprise Pointe
VICINITY MAP

RE-PLAT
OF
LOT 3 AT MARLEY PARK SQUARE

A RE-PLAT OF LOT 3, "RE-PLAT OF MARLEY PARK SQUARE AMENDED" PER BOOK 1283, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
CASE #FS20-188

RECEIVED
06/18/2020





VICINITY MAP
N.T.S.

DEDICATION:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS

THAT MARLEY PARK WEST, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "RE-PLAT OF LOT 3 AT MARLEY PARK SQUARE", A RE-PLAT OF LOT 3, "RE-PLAT OF MARLEY PARK SQUARE AMENDED" PER BOOK 1283, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF SECTION 16, 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 RE-PLAT AS AND FOR THE "RE-PLAT OF LOT 3 AT MARLEY PARK SQUARE", A RE-PLAT OF LOT 3, "RE-PLAT OF MARLEY PARK SQUARE AMENDED" PER BOOK 1283, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA, AND DOES HEREBY DECLARE THAT SAID RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE RE-PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE RE-PLAT OWNED BY THE OWNERS' 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 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 OPERATIONS OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS RE-PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE RE-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 AN ODOR EASEMENT OVER, UPON, AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS
ALL AREAS DESIGNATED ON THE PLAT AS SHOWN, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

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 RE-PLAT OR ANY PARCEL OR LOT THEREOF.

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

IN WITNESS WHEREOF:

THAT MARLEY PARK WEST, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE UNDERSIGNED OFFICER, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2020.

BY: _____

ITS: _____

BY: _____ _____
NAME DATE

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

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

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

_____ _____
NOTARY PUBLIC EXPIRES

CLIENT/DEVELOPER:

MARLEY PARK WEST, LLC,
34406 N. 27TH DRIVE
SUITE 140
PHOENIX, ARIZONA 85085
CONTACT: MATT BOEDDEKER
EMAIL: MBOEDDEKER@TRANSCONPROP.COM

SURVEYOR:

3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251
CONTACT: JAMES LOFTIS, R.L.S.
PHONE: (602) 334-4387
EMAIL: JIM@3ENGINEERING.COM

ZONING:

PAD

BASIS OF BEARING:

THE CENTERLINE OF WADDELL ROAD BETWEEN LITCHFIELD ROAD AND 140TH DRIVE. SAID LINE BEARS SOUTH 89°21'06" EAST, AS SHOWN IN THE FINAL PLAT FOR "MARLEY PARK SQUARE", BOOK 1016, PAGE 17, M.C.R.

INDEX OF SHEETS

	DESCRIPTION
PT01	COVER SHEET
PT02	RE-PLAT SHEET

RELEASE OF LIABILITY:

MARLEY PARK WEST, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS 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 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.

RELEASE OF LIABILITY:

MARLEY PARK WEST, LLC, AN ARIZONA LIMITED LIABILITY COMPANY 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 LOCATED WITHIN THE RIGHT-OF-WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME AS 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. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY:

MARLEY PARK WEST, LLC, AN ARIZONA LIMITED LIABILITY COMPANY "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.

NOTES:

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE MAP NO. 04013C1680L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY NUMBER 040053 IN MARICOPA COUNTY, STAE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

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

4. 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 ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

5. 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.

6. THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR 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.

7. PURSUANT TO A.R.S. 42-11102, 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.

8. IF ANY IRRIGATION GRANDFATHER RIGHTS EXIST ON PROPERTY, OWNER SHALL EXTINGUISH SUCH RIGHTS AND DEDICATED THEM TO THE CITY.

LEGAL DESCRIPTION

LOT 3, "RE-PLAT OF MARLEY PARK SQUARE AMENDED" PER BOOK 1283, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.

100 YEAR ASSURED WATER SUPPLY NOTE:

HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS No. 2010-012, SIGNED ON 9-29-2011, DECISION AND ORDER NUMBER 86-002344.001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45-576.

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS_____DAY OF_____, 2020

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

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

SURVEYOR CERTIFICATION:

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMNETS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL LOT CORNERS WILL BE PERMAMENTLY SET BY COMPLETION OF CONSTRUCTION.

REGISTERED LAND SURVEYED
CERTIFICATE NO. 26404 JAMES A. LOFTIS 6/17/20 ARIZONA, U.S.A.

_____ 6/17/20
REGISTERED LAND SURVEYOR DATE

RE-PLAT OF LOT 3 AT MARLEY PARK SQUARE - CASE FS20-188

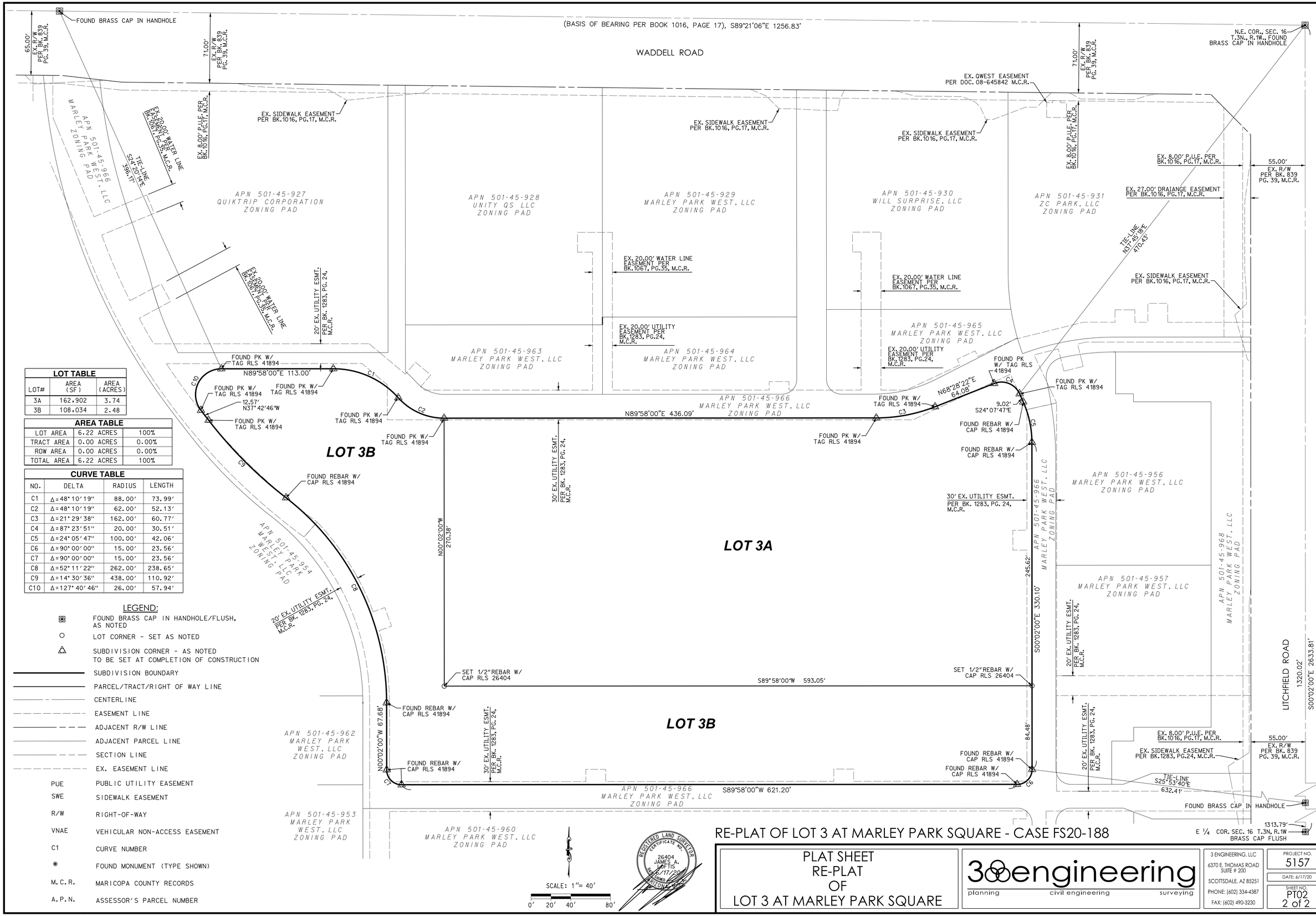
COVER SHEET
RE-PLAT
OF
LOT 3 AT MARLEY PARK SQUARE

3engineering
planning civil engineering surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD
SUITE # 200
SCOTTSDALE, AZ 85251
PHONE: (602) 334-4387
FAX: (602) 490-3230

PROJECT NO. 5157
DATE: 6/17/20
SHEET NO. PT01 1 of 2

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LOT TABLE		
LOT#	AREA (SF)	AREA (ACRES)
3A	162,902	3.74
3B	108,034	2.48

AREA TABLE		
LOT AREA	6.22 ACRES	100%
TRACT AREA	0.00 ACRES	0.00%
ROW AREA	0.00 ACRES	0.00%
TOTAL AREA	6.22 ACRES	100%

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=48°10'19"	88.00'	73.99'
C2	Δ=48°10'19"	62.00'	52.13'
C3	Δ=21°29'38"	162.00'	60.77'
C4	Δ=87°23'51"	20.00'	30.51'
C5	Δ=24°05'47"	100.00'	42.06'
C6	Δ=90°00'00"	15.00'	23.56'
C7	Δ=90°00'00"	15.00'	23.56'
C8	Δ=52°11'22"	262.00'	238.65'
C9	Δ=14°30'36"	438.00'	110.92'
C10	Δ=127°40'46"	26.00'	57.94'

LEGEND:

- FOUND BRASS CAP IN HANDHOLE/FLUSH, AS NOTED
- LOT CORNER - SET AS NOTED
- SUBDIVISION CORNER - AS NOTED TO BE SET AT COMPLETION OF CONSTRUCTION
- SUBDIVISION BOUNDARY
- PARCEL/TRACT/RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT LINE
- ADJACENT R/W LINE
- ADJACENT PARCEL LINE
- SECTION LINE
- EX. EASEMENT LINE
- PUE — PUBLIC UTILITY EASEMENT
- SWE — SIDEWALK EASEMENT
- R/W — RIGHT-OF-WAY
- VNAE — VEHICULAR NON-ACCESS EASEMENT
- C1 — CURVE NUMBER
- FOUND MONUMENT (TYPE SHOWN)
- M.C.R. — MARICOPA COUNTY RECORDS
- A.P.N. — ASSESSOR'S PARCEL NUMBER

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26404 JAMES A. LOFTIS 6/17/20 ARIZONA U.S.A.

RE-PLAT OF LOT 3 AT MARLEY PARK SQUARE - CASE FS20-188

PLAT SHEET
RE-PLAT
OF
LOT 3 AT MARLEY PARK SQUARE

3 engineering
planning civil engineering surveying
3 ENGINEERING, LLC
6370 E. THOMAS ROAD
SUITE # 200
SCOTTSDALE, AZ 85251
PHONE: (602) 334-4387
FAX: (602) 490-3230

PROJECT NO. 5157
DATE: 6/17/20
SHEET NO. PT02 2 of 2

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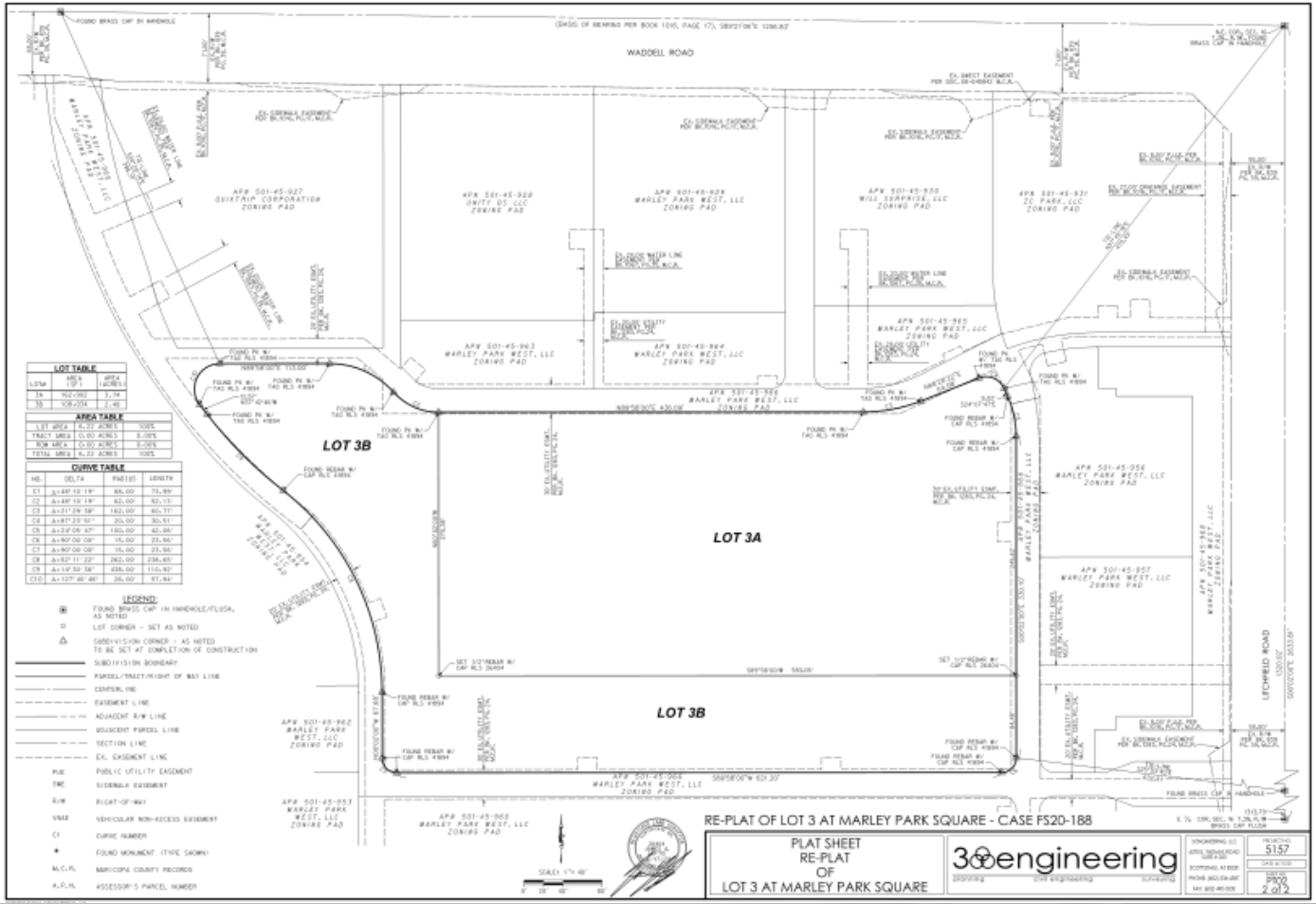
SURPRISE
ARIZONA

MARLEY PARK SQUARE
Final Plat – FS20-188

City Council

August 18, 2020


Sierra Verde
Surprise Crossing
Waddell Rd
Litchfield Rd
FS20-188 Marley Park Square
Marley Park
Surprise Pointe
VICINITY MAP


WADDELL ROAD
LOT 3B
LOT 3A
LOT 3B
LITCHFIELD ROAD
LOT TABLE
AREA TABLE
CURVE TABLE
LEGEND:
RE-PLAT OF LOT 3 AT MARLEY PARK SQUARE - CASE FS20-188
PLAT SHEET
RE-PLAT
OF
LOT 3 AT MARLEY PARK SQUARE
3Deengineering
planning civil engineering surveying
5157
2 of 2

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Sergio Angulo
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, "Sunrise – Parcel A" dated May 11, 2020, an approximately 130 acre property located north of Jomax Road and east of 171st Avenue.

Motion:
I move to approve the Final Plat entitled, " Sunrise – Parcel A" dated May 11, 2020.

Background:
Coe and Van Loo Consultants, Inc., on behalf of Metro Oasis, LLLC, seeks approval of a Final Plat for a 184-lot single-family residential subdivision in Parcel A of the Sunrise Ranch PUD.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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. 00 - FS19-595 - Staff Report
2. 01 - FS19-595 - Vicinity Map

3. 02 - FS19-595 - Final Plat
4. FS19-595 - PowerPoint
5. RW value FS19-595 Final Plat for Sunrise Parcel A

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS19-595**
Project Name:	Sunrise Parcel A
Council District:	1
City Council Date:	**August 18, 2020**
Planner:	Sergio Angulo, Planner II

Owner:	Metro Oasis, LLLP
Applicant:	Parker Froehlich of Coe and Van Loo Consultants, Inc.
Request:	Final Plat for a 184 lot, single-family subdivision in Parcel A of the Sunrise Ranch PUD
Site Location:	Northeast corner of Jomax Road and 171st Avenue.
Site Size:	130.17 acres (approx.)
Density:	1.41 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Sunrise Ranch PUD as approved under case FS17-671.
- The Final Plat is consistent with the Preliminary Plat approved under case FS18-603.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

Coe and Van Loo Consultants, LLC, on behalf of Metro Oasis, LLLP, requests approval of the Final Plat for Sunrise – Parcel A. The overall property is approximately 130.17 acres and it is located on the northeast corner of Jomax Road and 171st Avenue. In addition to the subdivision of Parcel A, this Final Plat also sets the property boundaries for Parcels B (Tract R), C (Tract S), and D (Tract T). The subject property is zoned RM-9 PUD.

Onsite the applicant proposes a total of 184 single-family lots for a total density of 1.41 dwelling units per acres. The typical lot proposed is 45' x 120'. This plat includes a total of 14.068 acres of open space that includes a 2.7-acre neighborhood park (Tract I) with amenities such as playground equipment, BBQ area, a ramada, a half basketball court, and a large open turf area. The proposed project also includes an additional 0.6-acre open space tract (Tract C), which includes a BBQ area, a ramada, and an open turf area for recreation.

The proposed final plat is in compliance with the approved Sunrise Ranch PUD (case FS17-671) and the preliminary plat approved under case FS18-603.

Attachments:

01 Vicinity Map
02 Final Plat


State
Lands
171st Ave
Desert
Oasis
FS19-595
Sunrise
Parcel A
Jomax Rd
Asante
Desert
Oasis
VICINITY MAP

FS19-595

FINAL PLAT FOR SUNRISE - PARCEL A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

RECEIVED
06/02/2020

COUNTY RECORDER

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "SUNRISE PARCEL A", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, 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 "SUNRISE PARCEL A" 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.
2. OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.
3. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTION, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.
4. 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.
5. 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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
6. 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.
7. OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION 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.
8. 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.
9. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
10. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.
11. OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.
12. 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.
13. 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.
14. IN WITNESS WHEREOF, METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, 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 _____, 2020.

METRO OASIS, LLLP,
AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,
BY: SUNRISE VENTURES, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP
ITS GENERAL PARTNER,
BY: HARVARD VENTURES, INC., A NEVADA CORPORATION
ITS GENERAL PARTNER

BY: _____
NAME: TIMOTHY P. BRISLIN
ITS: VICE PRESIDENT

NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. 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.
3. DEVELOPMENT STANDARDS ARE PER THE APPROVED SUNRISE RANCH PUD CASE FS17-671 OR AS SUBSEQUENTLY AMENDED.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
6. STRUCTURES AND PLANT MATERIAL PLACEMENT SHALL BE IN CONFORMANCE WITH THE LINE OF SIGHT AND SIGHT VISIBILITY TRIANGLE REQUIREMENTS REFERENCED IN THE CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS DETAIL 4.01 AND 4.02.
7. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT FOR SUNRISE APPROVED 09-05-2019 UNDER CASE FS18-603.
8. THE OWNER OR SUBSEQUENT OWNERS OF ANY EXISTING OR FUTURE WELLS ON THE LAND DESCRIBED IN THIS PLAT SHALL BE REQUIRED TO SIGN A WELL IMPACT WAIVER(S) WITH THE CITY OF SURPRISE.
9. PURSUANT TO A.R.S. § 42-11102, 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.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2020, TIMOTHY P. BRISLIN, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC , WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF HARVARD VENTURES, INC., A NEVADA CORPORATION, THE GENERAL PARTNER OF SUNRISE VENTURES, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, THE GENERAL PARTNER OF METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, THE OWNER AND ACKNOWLEDGED THAT HE, AS VICE PRESIDENT OF THE GENERAL PARTNER, THE GENERAL PARTNER OF OWNER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

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

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE "A" AND ZONE "X" (SHADED)", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NUMBER 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NUMBERS 040053 AND 040037, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

DEVELOPER/OWNER

METRO OASIS, LLLP
17700 N. PACESETTER WAY
SUITE 100
SCOTTSDALE, AZ 85255
PHONE: (480) 515-3255
CONTACT: TIM BRISLIN

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: PARKER FROEHLICH, P.E.

BASIS OF BEARING

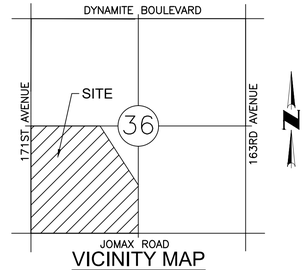
THE BASIS OF BEARINGS FOR THIS PLAT IS NORTH 00°04'08" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, AS CITED IN THE VESTING DEED.

RELEASE OF LIABILITY

1. METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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.
2. METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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 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.
3. THE CITY OF SURPRISE AGREES TO INDEMNIFY METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLEY FROM THE NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF METRO OASIS, LLLP, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.
4. 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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT ARS § 45-576.



VICINITY MAP
(NOT-TO-SCALE)

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, DULY AUTHORIZED AGENT OF "SUNRISE" HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "SUNRISE PARCEL A" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NAME:_____

TITLE: _____ DATE:_____

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS____DAY OF_____ , 2020, BEFORE ME PERSONALLY

APPEARED _____ , 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 ABOVE/ATTACHED DOCUMENT.

_____ _____
NOTARY PUBLIC SEAL NOTARY PUBLIC SIGNATURE

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 SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2020

MAYOR:

_____
MAYOR DATE

ATTEST:

_____
CITY CLERK DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF NINE (9) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2018, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL 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.

BY:_____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

CASE FS19-595
DATE: 1/13/2020

GROSS AREA = 130.173 ACRES
NUMBER OF LOTS = 184

SEE SHEET 2 FOR LEGAL DESCRIPTION, CURVE & LAND USE TABLES AND SHEET 9 FOR TRACT & LOT AREA TABLES.

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT
SUNRISE - PARCEL A
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 5/11/2020

SHEET 1 OF 9

CVL Contact: P. FROEHLICH
CVL Project #: 01-2982-01

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FINAL PLAT FOR
SUNRISE - PARCEL A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	107.30'	500.00'	012°17'45"	53.86	107.09	N83°55'16"E
C2	128.75'	600.00'	012°17'39"	64.62	128.50	S83°55'13"W
C3	16.65'	55.00'	017°20'29"	8.39	16.58	S08°44'17"W
C4	119.69'	55.00'	124°40'58"	104.94	97.43	N44°55'57"W
C5	16.65'	55.00'	017°20'29"	8.39	16.58	N81°23'48"E
C6	135.18'	630.00'	012°17'39"	67.85	134.92	S83°55'13"W
C7	100.86'	470.00'	012°17'45"	50.63	100.67	N83°55'16"E
C8	113.74'	530.00'	012°17'45"	57.09	113.52	N83°55'16"E
C9	122.31'	570.00'	012°17'39"	61.39	122.07	S83°55'13"W
C10	16.65'	55.00'	017°20'29"	8.39	16.58	S81°15'43"E
C11	119.69'	55.00'	124°40'58"	104.94	97.43	S45°04'03"W
C12	16.65'	55.00'	017°20'29"	8.39	16.58	N08°36'12"W
C13	16.65'	55.00'	017°20'29"	8.39	16.58	N08°44'17"E
C14	119.69'	55.00'	124°40'58"	104.94	97.43	S44°55'57"E
C15	16.65'	55.00'	017°20'29"	8.39	16.58	S81°23'48"W
C16	16.65'	55.00'	017°20'29"	8.39	16.58	S81°15'43"E
C17	119.69'	55.00'	124°40'58"	104.94	97.43	S45°04'03"W
C18	16.65'	55.00'	017°20'29"	8.39	16.58	N08°36'12"W
C19	16.65'	55.00'	017°20'29"	8.39	16.58	N08°44'17"E
C20	119.69'	55.00'	124°40'58"	104.94	97.43	S44°55'57"E
C21	16.65'	55.00'	017°20'29"	8.39	16.58	S81°23'48"W
C22	56.03'	50.00'	064°12'11"	31.37	53.14	N57°49'52"W
C23	247.20'	58.00'	244°12'11"	−92.45	98.26	N32°10'08"E
C24	56.31'	58.00'	055°37'27"	30.60	54.12	N89°18'33"W

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 28 MINUTES 05 SECONDS WEST (RECORD) NORTH 00 DEGREES 04 MINUTES 08 SECONDS EAST (MEASURED) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2477.75 FEET (RECORD) 2475.27 FEET (MEASURED) TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89 DEGREES 56 MINUTES 06 SECONDS EAST (RECORD) SOUTH 89 DEGREES 28 MINUTES 41 SECONDS EAST (MEASURED) ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1601.63 FEET;

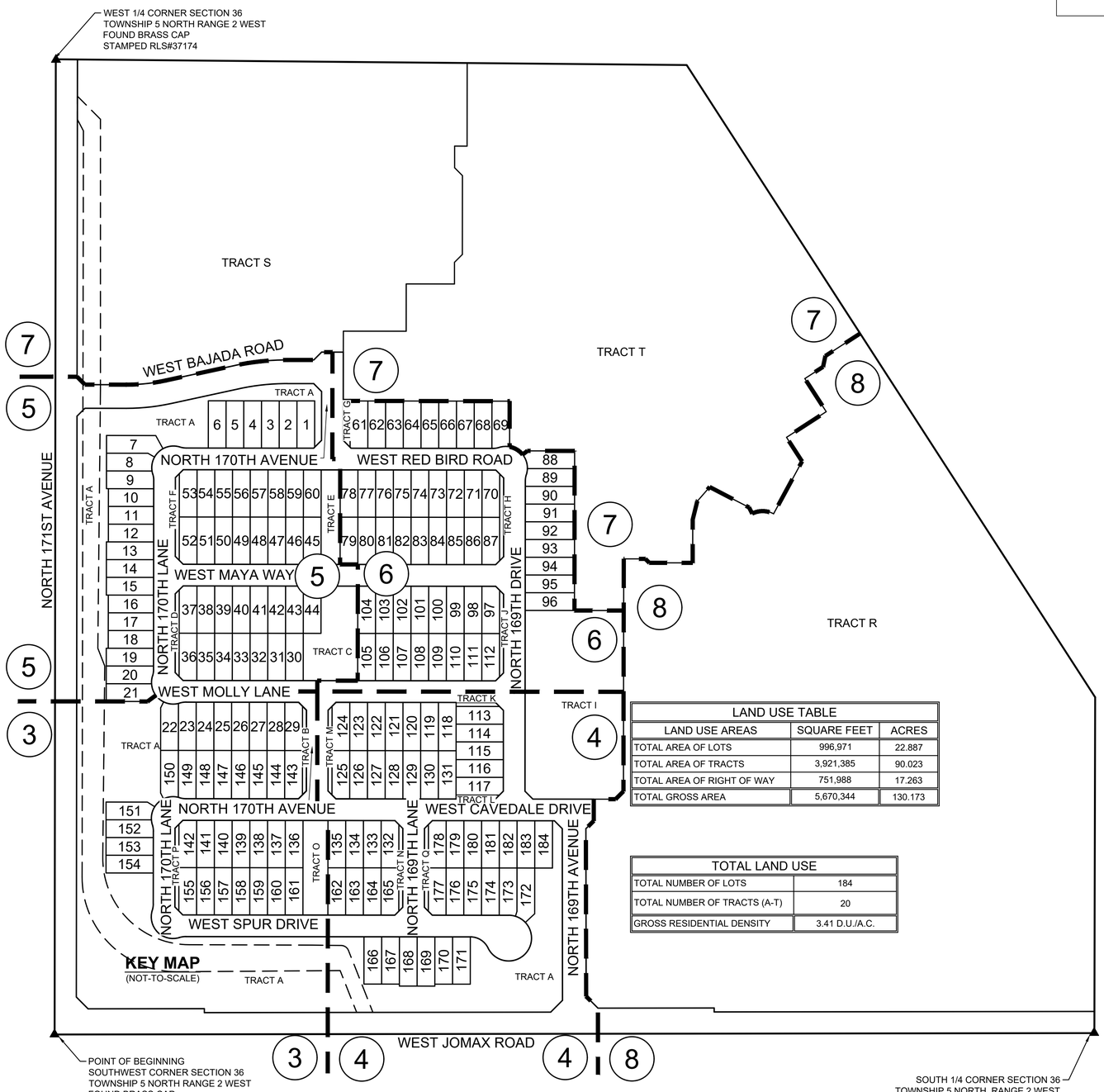
THENCE SOUTH 33 DEGREES 22 MINUTES 26 SECONDS EAST, A DISTANCE OF 1912.10 FEET (RECORD) SOUTH 32 DEGREES 52 MINUTES 12 SECONDS EAST 1910.75 FEET (MEASURED) TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00 DEGREES 23 MINUTES 19 SECONDS EAST (RECORD) SOUTH 00 DEGREES 07 MINUTES 45 SECONDS WEST (MEASURED) ALONG THE EAST LINE, A DISTANCE OF 852.27 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 88 DEGREES 05 MINUTES 06 SECONDS WEST (RECORD) SOUTH 89 DEGREES 55 MINUTES 26 SECONDS WEST (MEASURED) ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2639.15 FEET (RECORD) 2639.65 FEET (MEASURED) BACK TO THE TRUE POINT OF BEGINNING;

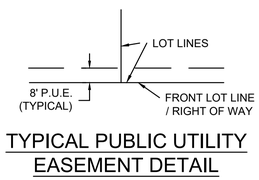
EXCEPT ALL MINERALS AS RESERVED TO THE STATE OF ARIZONA IN DEED RECORDED IN DOCKET 624, PAGE 452, RECORDS OF MARICOPA COUNTY, ARIZONA.

CONTAINING 5,670,343 SQ. FT. OR 130.173 ACRES, MORE OR LESS



LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	996,971	22.887
TOTAL AREA OF TRACTS	3,921,385	90.023
TOTAL AREA OF RIGHT OF WAY	751,988	17.263
TOTAL GROSS AREA	5,670,344	130.173

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	184
TOTAL NUMBER OF TRACTS (A-T)	20
GROSS RESIDENTIAL DENSITY	3.41 D.U./A.C.



TYPICAL PUBLIC UTILITY EASEMENT DETAIL
(NOT-TO-SCALE)

SEE SHEET 2 FOR LEGAL DESCRIPTION, CURVE & LAND USE TABLES AND SHEET 9 FOR TRACT & LOT AREA TABLES.

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

DATE | REVISION | NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT

SUNRISE - PARCEL A
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 5/11/2020

SHEET 2 OF 9

CVL Contact: P. FROEHLICH
CVL Project #: 01-2982-01

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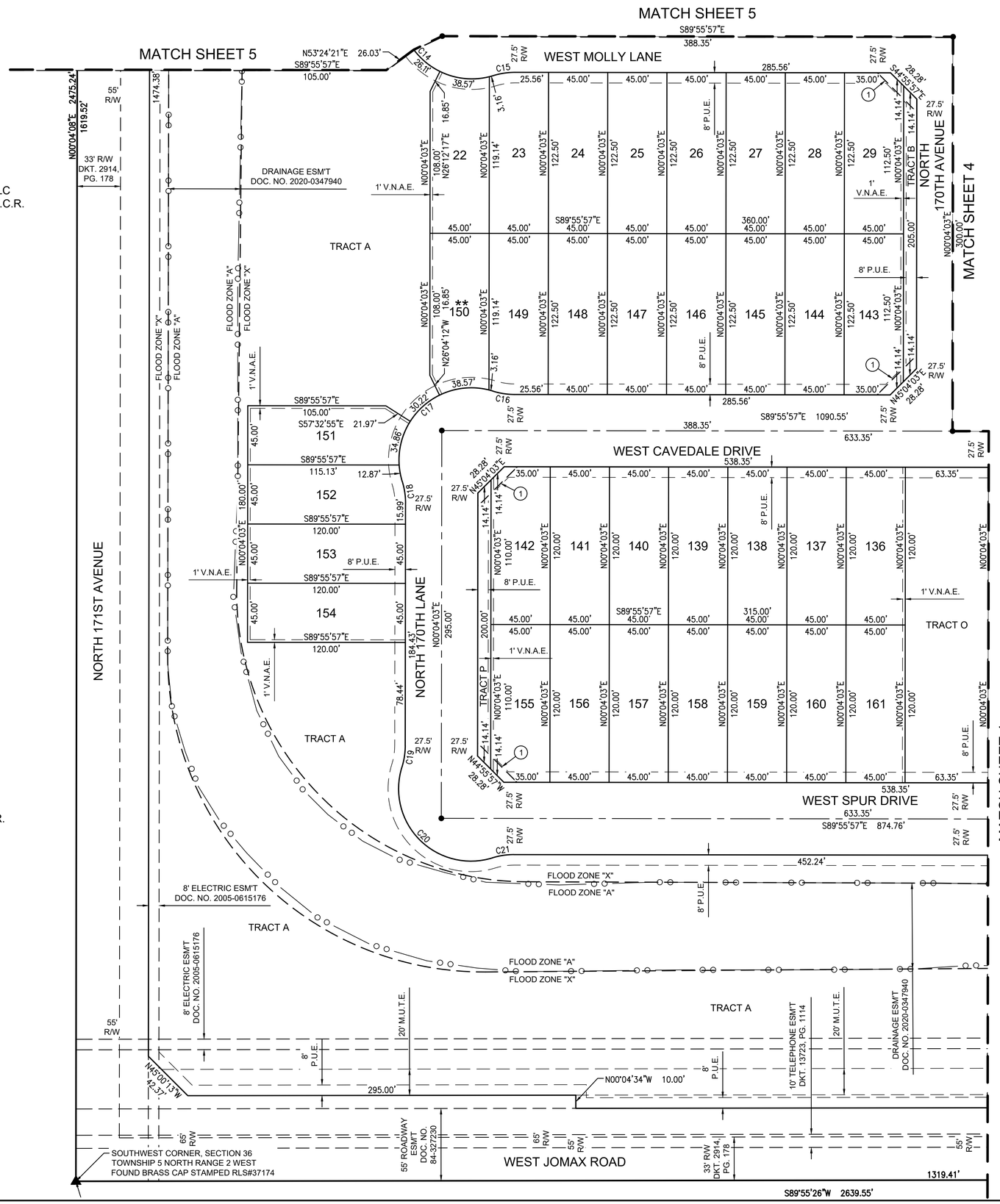
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FINAL PLAT FOR SUNRISE - PARCEL A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COURTLAND COMMUNITIES LLC
BOOK 1388 OF MAPS, PAGE 46 M.C.R.

SIMONCRE HIGHLANDS LLC
BOOK 1425 OF MAPS, PAGE 27 M.C.R.



COUNTY RECORDER

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE
- (#) SHEET NUMBER
- (1) SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'

AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
ESM'T	EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
M.U.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC. NO.	DOCUMENT NUMBER
APN	ASSESSOR PARCEL NUMBER
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
MWD	MARICOPA WATER DISTRICT
G.L.O.	GENERAL LAND OFFICE
**	HEADLIGHT INTRUSION
DK.	DOCKET
PG.	PAGE

SCALE: 1" = 40'

SEE SHEET 2 FOR LEGAL DESCRIPTION, CURVE & LAND USE TABLES AND SHEET 9 FOR TRACT & LOT AREA TABLES.

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DATE | REVISION | NO.

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FINAL PLAT

SUNRISE - PARCEL A
SURPRISE, ARIZONA

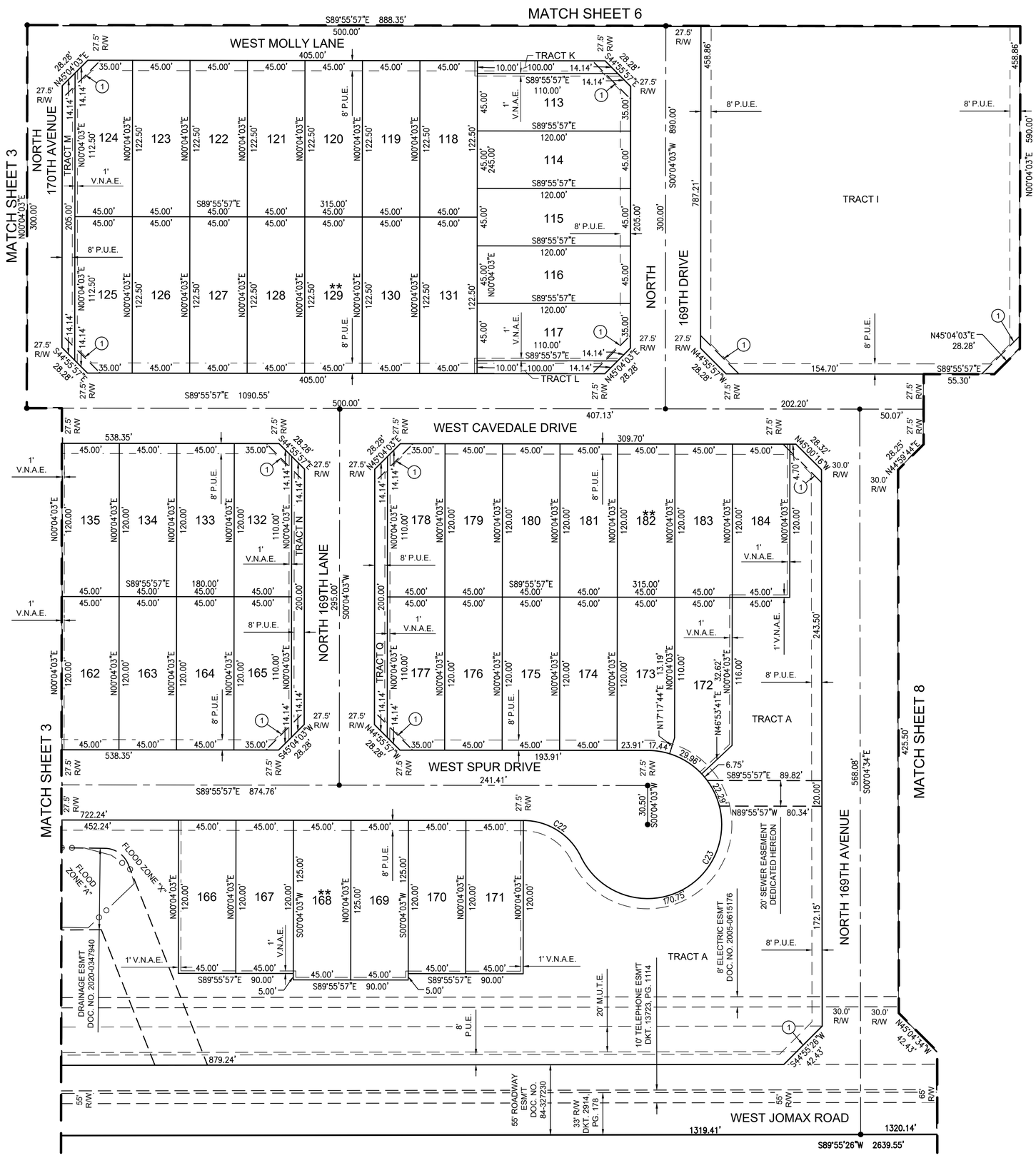
Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 5/11/2020

SHEET 3 OF 9

CVL Contact: P. FROEHLICH
CVL Project #: 01-2982-01

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COUNTY RECORDER

FINAL PLAT FOR SUNRISE - PARCEL A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE
- (#) SHEET NUMBER
- (1) SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'

AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
ESM'T	EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
M.U.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC. NO.	DOCUMENT NUMBER
APN	ASSESSOR PARCEL NUMBER
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
MWD	MARICOPA WATER DISTRICT
G.L.O.	GENERAL LAND OFFICE
**	HEADLIGHT INTRUSION
DK.	DOCKET
PG.	PAGE

SCALE: 1" = 40'

SEE SHEET 2 FOR LEGAL DESCRIPTION, CURVE & LAND USE TABLES AND SHEET 9 FOR TRACT & LOT AREA TABLES.

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DATE | REVISION | NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT

SUNRISE - PARCEL A
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 4/15/20
Not Valid Unless Signed

SHEET 4 OF 9

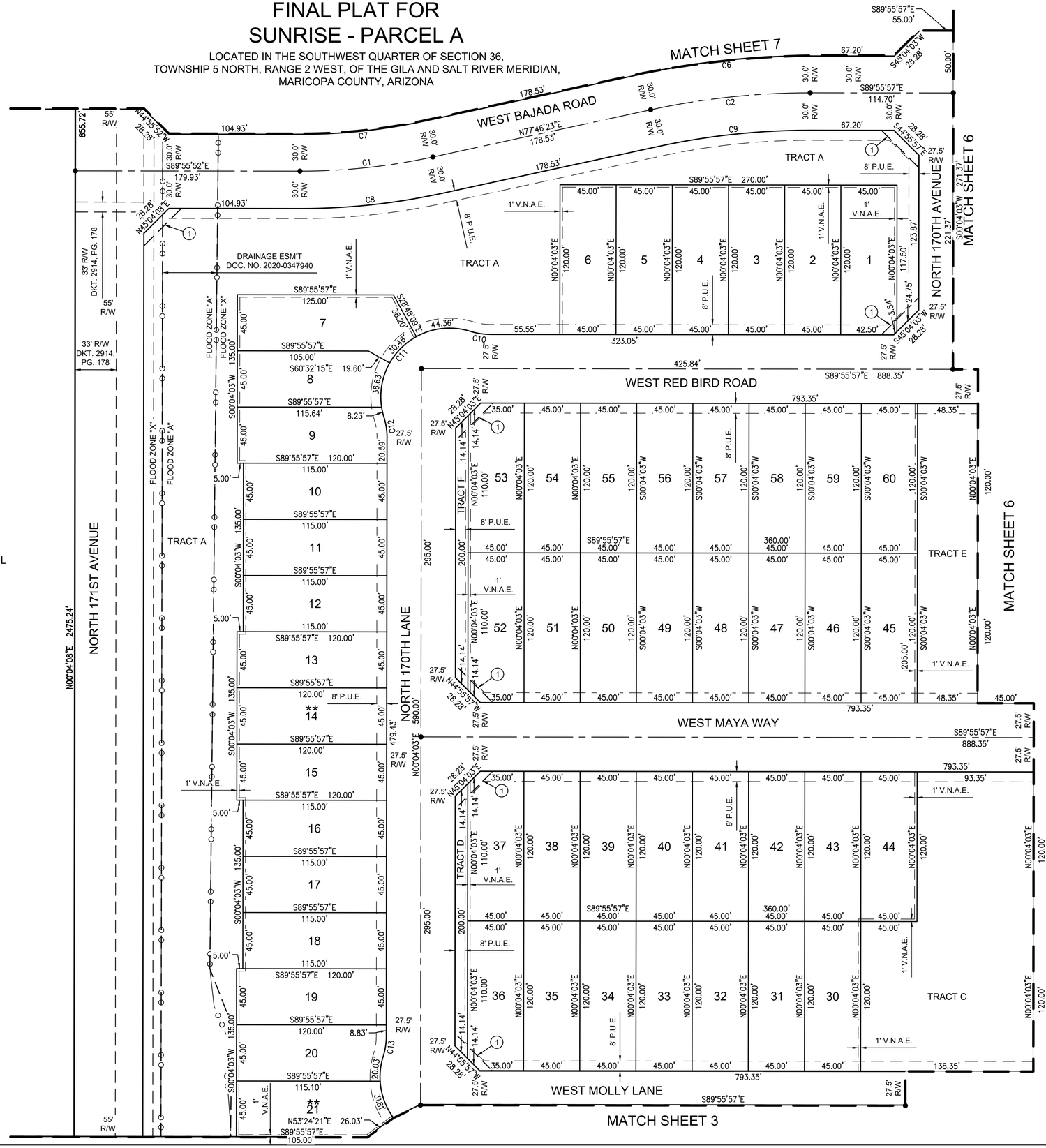
CVL Contact: P. FROEHLICH
CVL Project #: 01-2982-01

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FINAL PLAT FOR
SUNRISE - PARCEL A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



NADABURG UNIFIED SCHOOL
APN# 503-51-019D
DOC# 2007-0936908

COUNTY RECORDER

LEGEND

	SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
	CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, (UNLESS OTHERWISE NOTED)
	CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, (UNLESS OTHERWISE NOTED)
	CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, (UNLESS OTHERWISE NOTED)
	FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, (UNLESS OTHERWISE NOTED)
	SECTION LINE
	MID-SECTION LINE
	BOUNDARY LINE
	LOT LINE
	CENTERLINE
	EASEMENT
	EXISTING R/W
	FLOOD ZONE
(#)	SHEET NUMBER
(1)	SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'
AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
ESM'T	EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
M.U.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC. NO.	DOCUMENT NUMBER
APN	ASSESSOR PARCEL NUMBER
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
MWD	MARICOPA WATER DISTRICT
G.L.O.	GENERAL LAND OFFICE
**	HEADLIGHT INTRUSION
DK.	DOCKET
PG.	PAGE

SCALE: 1" = 40'

SEE SHEET 2 FOR LEGAL DESCRIPTION, CURVE & LAND USE TABLES AND SHEET 9 FOR TRACT & LOT AREA TABLES.

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www.cvlci.com

Coe & Van Loo Consultants, Inc.

NO.	REVISION	DATE

FINAL PLAT
SUNRISE - PARCEL A
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
ARIZONA U.S.A.

SHEET 5 OF 9

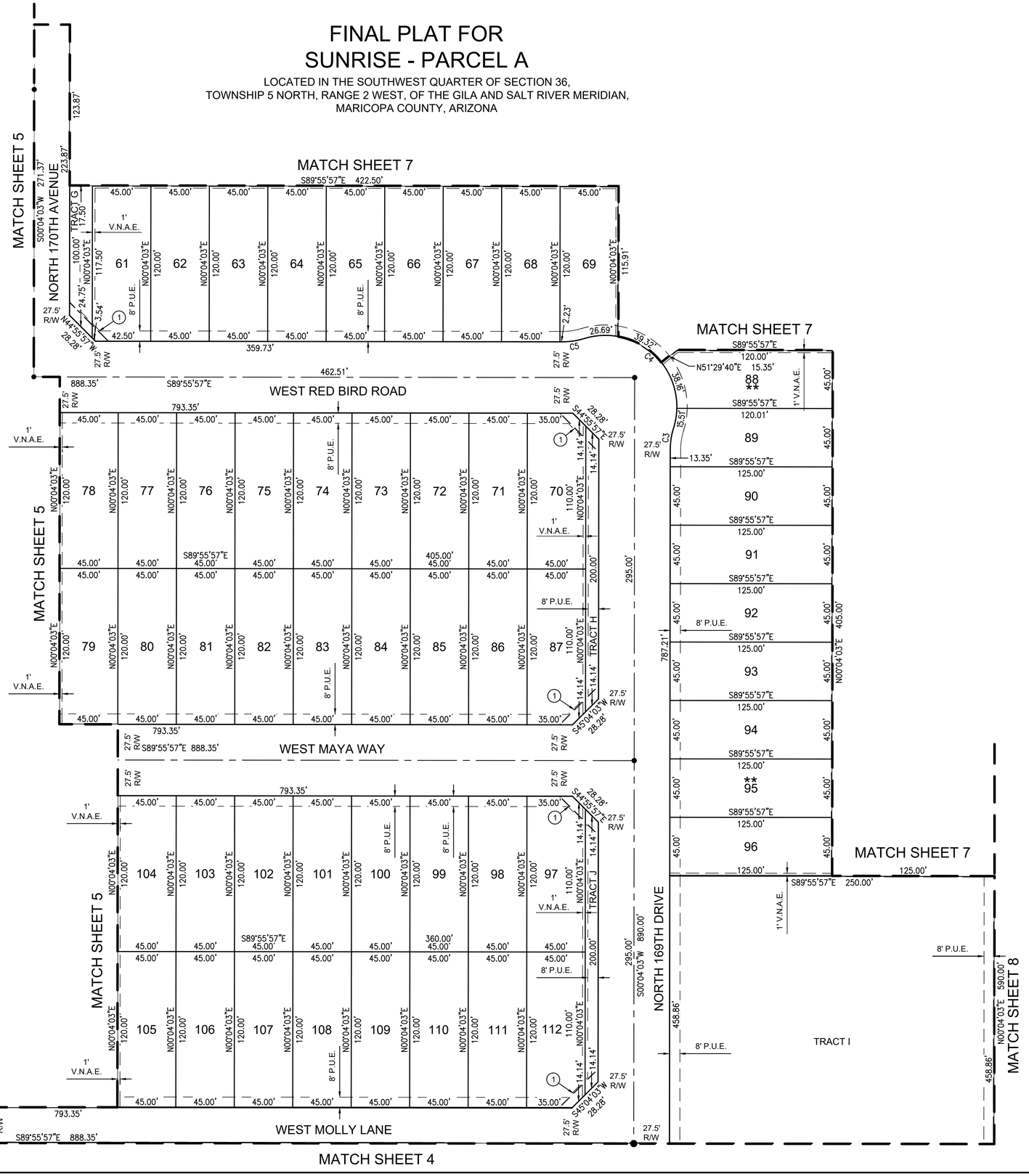
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FINAL PLAT FOR
SUNRISE - PARCEL A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, (UNLESS OTHERWISE NOTED)
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- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE
- (#) SHEET NUMBER
- (1) SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'

AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
ESM'T	EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
M.U.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC. NO.	DOCUMENT NUMBER
APN	ASSESSOR PARCEL NUMBER
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
MWD	MARICOPA WATER DISTRICT
G.L.O.	GENERAL LAND OFFICE
**	HEADLIGHT INTRUSION
DK.	DOCKET
PG.	PAGE

COUNTY RECORDER

SEE SHEET 2 FOR LEGAL DESCRIPTION, CURVE & LAND USE TABLES AND SHEET 9 FOR TRACT & LOT AREA TABLES.

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DATE | REVISION | NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT

SUNRISE - PARCEL A
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Expiration 9/30/2020
ARIZONA U.S.A.

SHEET 6 OF 9

CVL Contact: P. FROEHLICH
CVL Project #: 01-2982-01

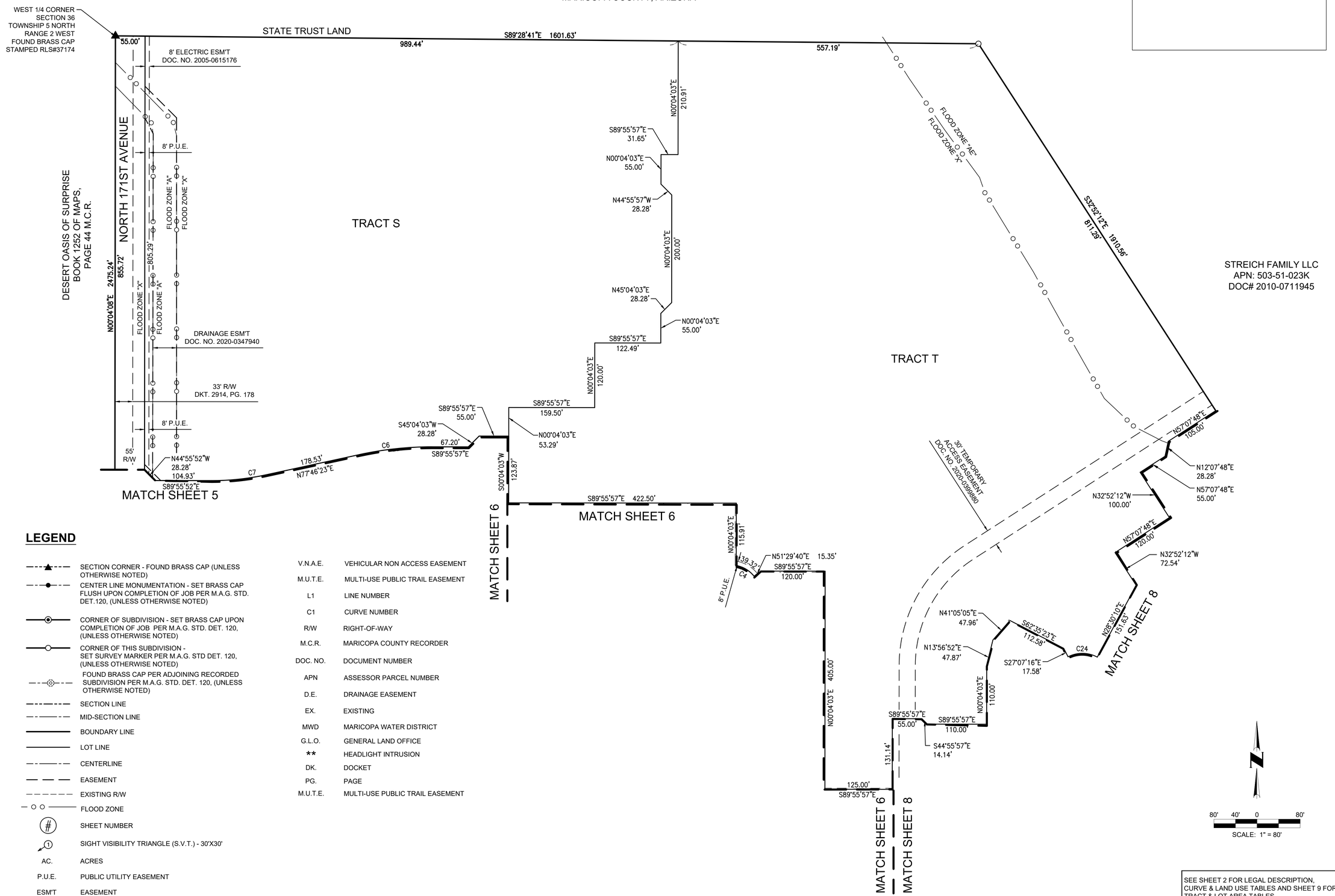
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FINAL PLAT FOR
SUNRISE - PARCEL A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



LEGEND

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MID-SECTION LINE	
BOUNDARY LINE	
LOT LINE	
CENTERLINE	
EASEMENT	
EXISTING R/W	
FLOOD ZONE	
#	SHEET NUMBER
1	SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'
AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
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V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
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MWD	MARICOPA WATER DISTRICT
G.L.O.	GENERAL LAND OFFICE
**	HEADLIGHT INTRUSION
DK.	DOCKET
PG.	PAGE
M.U.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT

SEE SHEET 2 FOR LEGAL DESCRIPTION, CURVE & LAND USE TABLES AND SHEET 9 FOR TRACT & LOT AREA TABLES.

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FINAL PLAT

SUNRISE - PARCEL A
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 5/11/2020

SHEET 7 OF 9

CVL Contact: P. FROEHLICH
CVL Project #: 01-2982-01

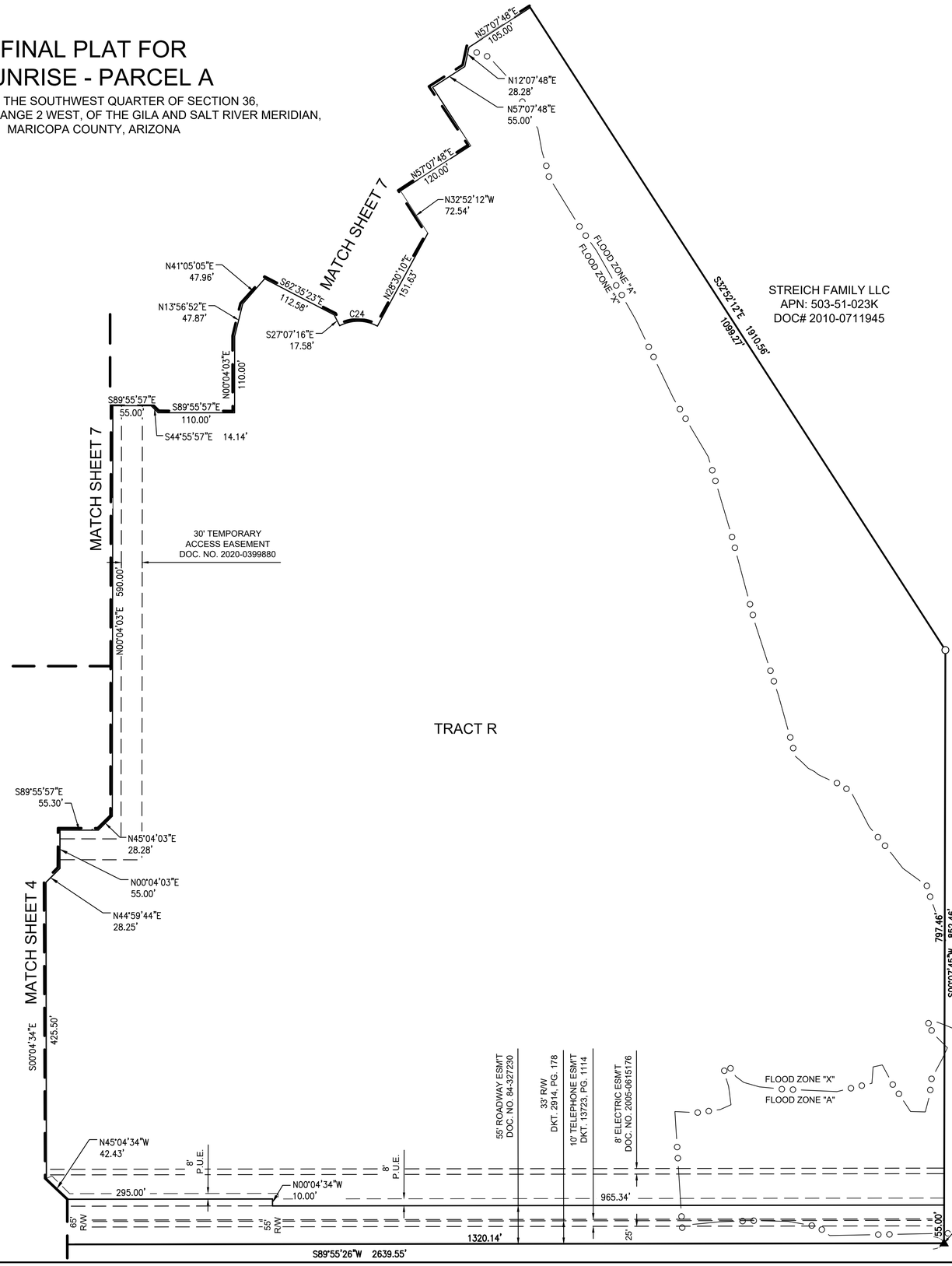
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FINAL PLAT FOR SUNRISE - PARCEL A

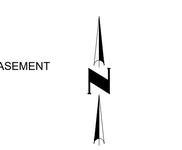
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MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



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FINAL PLAT

SUNRISE - PARCEL A
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 5/11/2020

SHEET 8 OF 9

CVL Contact: P. FROEHLICH
CVL Project #: 01-2982-01

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FINAL PLAT FOR
SUNRISE - PARCEL A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

TRACT TABLE		
TRACT	AREA	DESCRIPTION
TRACT 'A'	9.277 ACRES	LANDSCAPE, P.U.E., S.V.T., TELEPHONE, UTILITY, SEWER, DRAINAGE, ROADWAY AND EMERGENCY ACCESS EASEMENTS, MULTI-USE PUBLIC TRAIL EASEMENT
TRACT 'B'	0.049 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'C'	0.638 ACRES	LANDSCAPE, P.U.E.
TRACT 'D'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'E'	0.266 ACRES	LANDSCAPE, P.U.E.
TRACT 'F'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'G'	0.044 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'H'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'I'	2.739 ACRES	LANDSCAPE, P.U.E., S.V.T., RETENTION
TRACT 'J'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'K'	0.024 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'L'	0.024 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'M'	0.049 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'N	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'O'	0.349 ACRES	LANDSCAPE, P.U.E.
TRACT 'P'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'Q'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'R'	36.803 ACRES	FUTURE DEVELOPMENT
TRACT 'S'	16.547 ACRES	FUTURE DEVELOPMENT
TRACT 'T'	22.858 ACRES	FUTURE DEVELOPMENT, PUBLIC TRAIL
TOTAL	90.003 ACRES	

LEGEND

AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
ESM'T	EASEMENT
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PG.	PAGE

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
1	5,397
2	5,400
3	5,400
4	5,400
5	5,400
6	5,400
7	6,166
8	5,225
9	5,358
10	5,175
11	5,175
12	5,175
13	5,400
14	5,400
15	5,400
16	5,175
17	5,175
18	5,175
19	5,400
20	5,301
21	5,296
22	5,325
23	5,490

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
24	5,513
25	5,513
26	5,513
27	5,512
28	5,513
29	5,463
30	5,400
31	5,400
32	5,400
33	5,400
34	5,400
35	5,400
36	5,350
37	5,350
38	5,400
39	5,400
40	5,400
41	5,400
42	5,400
43	5,400
44	5,400
45	5,400
46	5,400

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
47	5,400
48	5,400
49	5,400
50	5,400
51	5,400
52	5,350
53	5,350
54	5,400
55	5,400
56	5,400
57	5,400
58	5,400
59	5,400
60	5,400
61	5,397
62	5,400
63	5,400
64	5,400
65	5,400
66	5,400
67	5,400
68	5,400
69	5,271

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
70	5,350
71	5,400
72	5,400
73	5,400
74	5,400
75	5,400
76	5,400
77	5,400
78	5,400
79	5,400
80	5,400
81	5,400
82	5,400
83	5,400
84	5,400
85	5,400
86	5,400
87	5,350
88	5,588
89	5,549
90	5,625
91	5,625
92	5,625

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
93	5,625
94	5,625
95	5,625
96	5,625
97	5,350
98	5,400
99	5,400
100	5,400
101	5,400
102	5,400
103	5,400
104	5,400
105	5,400
106	5,400
107	5,400
108	5,400
109	5,400
110	5,400
111	5,400
112	5,350
113	5,350
114	5,400
115	5,400

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
116	5,400
117	5,350
118	5,512
119	5,513
120	5,512
121	5,513
122	5,512
123	5,513
124	5,462
125	5,462
126	5,513
127	5,512
128	5,513
129	5,512
130	5,513
131	5,512
132	5,350
133	5,400
134	5,400
135	5,400
136	5,400
137	5,400
138	5,400

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
139	5,400
140	5,400
141	5,400
142	5,350
143	5,462
144	5,512
145	5,512
146	5,513
147	5,512
148	5,513
149	5,490
150	5,325
151	5,248
152	5,337
153	5,400
154	5,400
155	5,350
156	5,400
157	5,400
158	5,400
159	5,400
160	5,400
161	5,400

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
162	5,400
163	5,400
164	5,400
165	5,350
166	5,400
167	5,400
168	5,625
169	5,625
170	5,400
171	5,400
172	5,809
173	5,400
174	5,400
175	5,400
176	5,400
177	5,350
178	5,350
179	5,400
180	5,400
181	5,400
182	5,400
183	5,400
184	5,400
TOTAL	996,971

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FINAL PLAT

SUNRISE - PARCEL A
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date: 05/11/2020
ARIZONA U.S.A.

SHEET 9 OF 9

SEE SHEET 2 FOR LEGAL DESCRIPTION, CURVE & LAND USE TABLES AND SHEET 9 FOR TRACT & LOT AREA TABLES.

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SURPRISE
ARIZONA

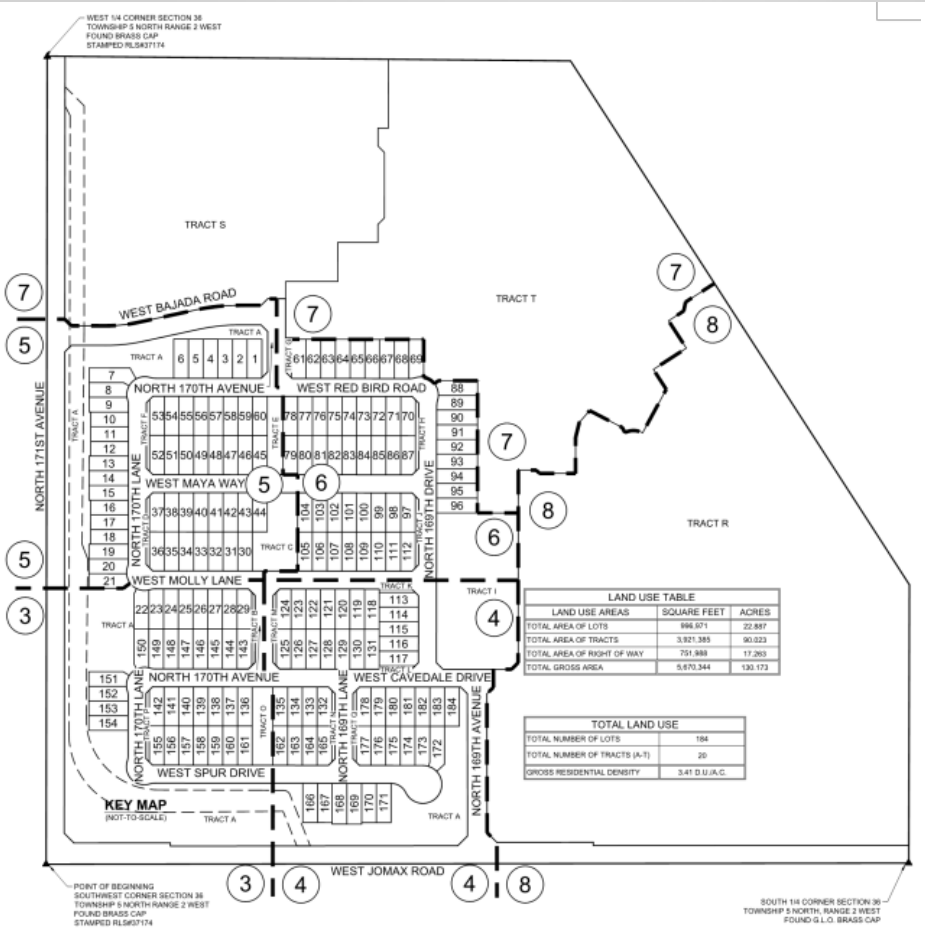
Sunrise Parcel A
Final Plat – FS19-595

City Council

August 18, 2020



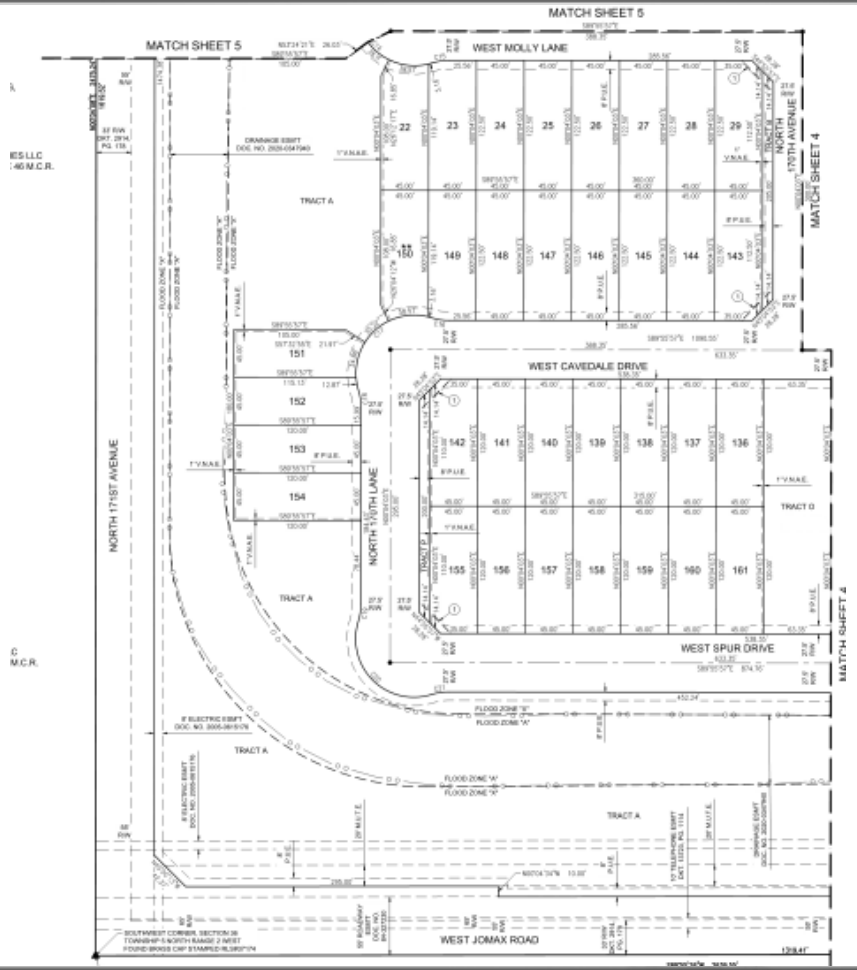
VICINITY MAP



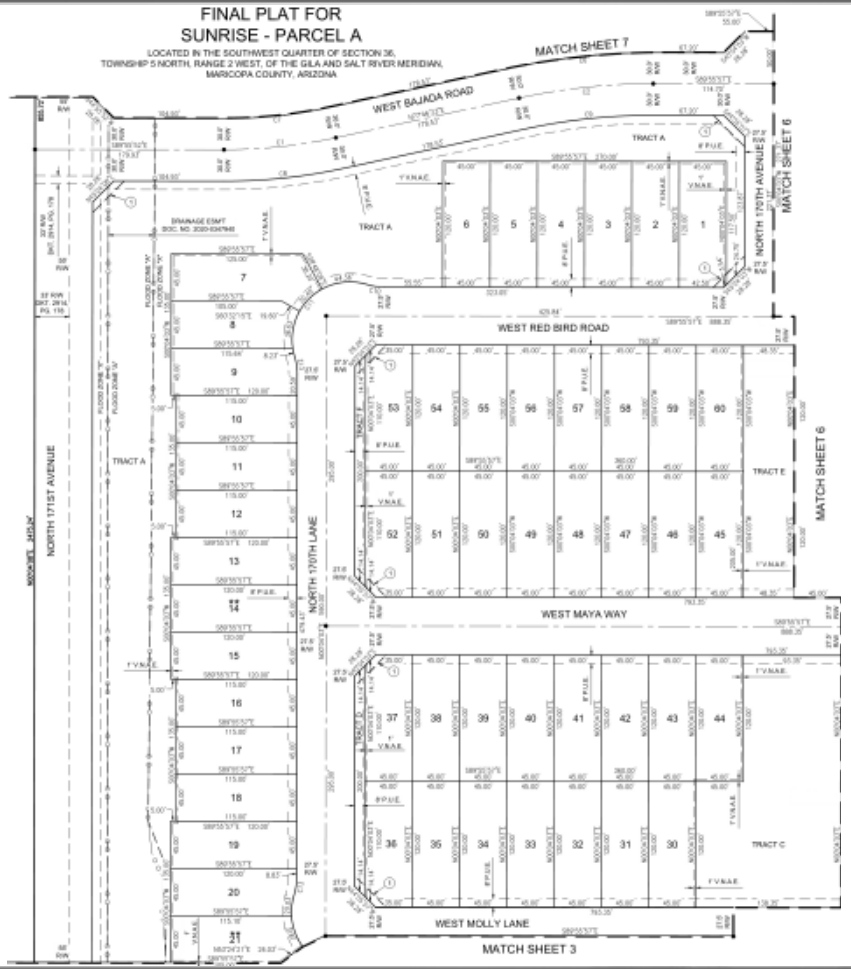
LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	996,971	22.887
TOTAL AREA OF TRACTS	3,921,385	90.023
TOTAL AREA OF RIGHT OF WAY	751,988	17.263
TOTAL GROSS AREA	5,670,344	130.173

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	184
TOTAL NUMBER OF TRACTS (A-T)	20
GROSS RESIDENTIAL DENSITY	3.41 D.U./A.C.

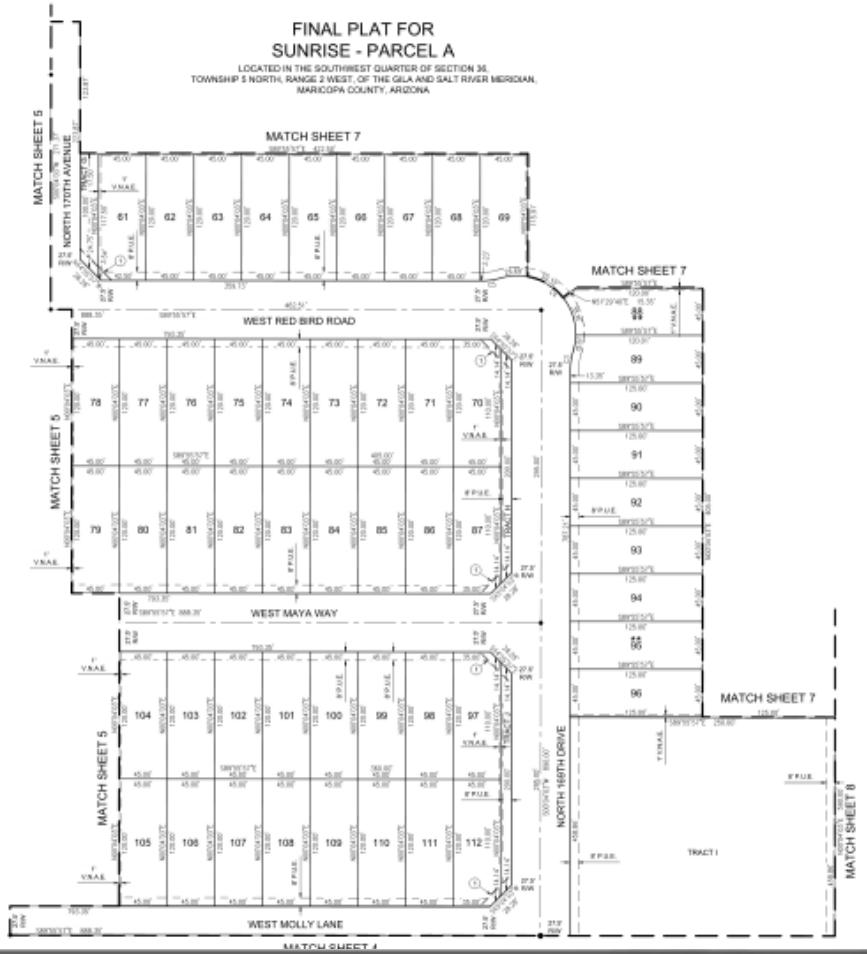
FINAL PLAT


MATCH SHEET 5
MATCH SHEET 5
WEST MOLLY LANE
NORTH 175TH AVENUE
MATCH SHEET 4
WEST CAVEDALE DRIVE
NORTH 175ST AVENUE
NORTH 174TH LANE
TRACT O
WEST SPUR DRIVE
MATCH SHEET 4
TRACT A
TRACT A
TRACT A
WEST JOMAX ROAD

FINAL PLAT


FINAL PLAT FOR
SUNRISE - PARCEL A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA
MATCH SHEET 7
WEST BAJADA ROAD
TRACT A
MATCH SHEET 6
NORTH 170TH AVENUE
NORTH 171ST AVENUE
NORTH 170TH LANE
WEST RED BIRD ROAD
WEST MAYA WAY
WEST MOLLY LANE
TRACT E
TRACT C
MATCH SHEET 3

FINAL PLAT

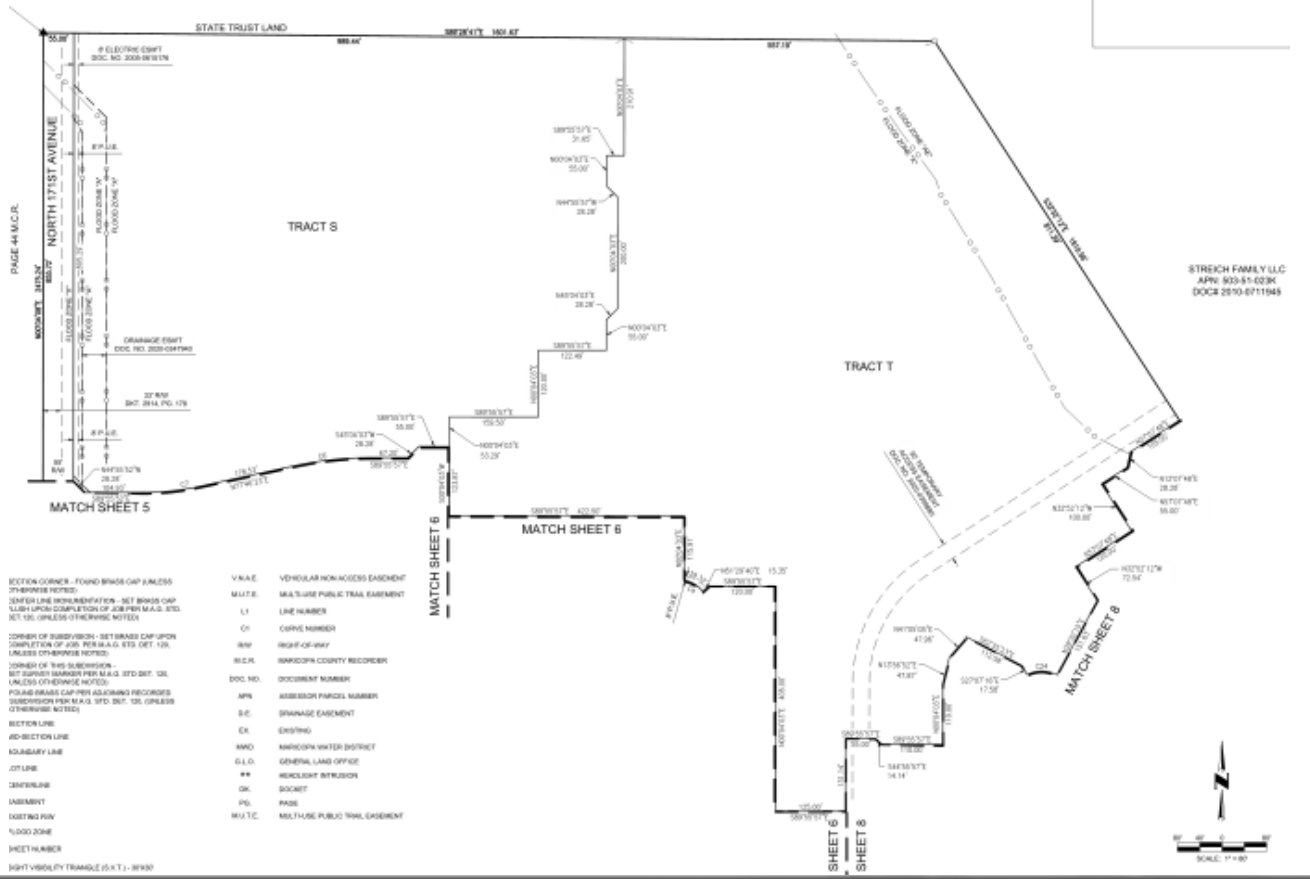

FINAL PLAT FOR
SUNRISE - PARCEL A
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA
MATCH SHEET 5
NORTH 170TH AVENUE
MATCH SHEET 7
WEST RED BIRD ROAD
WEST MAYA WAY
WEST MOLLY LANE
NORTH 169TH DRIVE
TRACT I
MATCH SHEET 8
MATCH SHEET 4

FINAL PLAT

FINAL PLAT FOR
SUNRISE - PARCEL A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

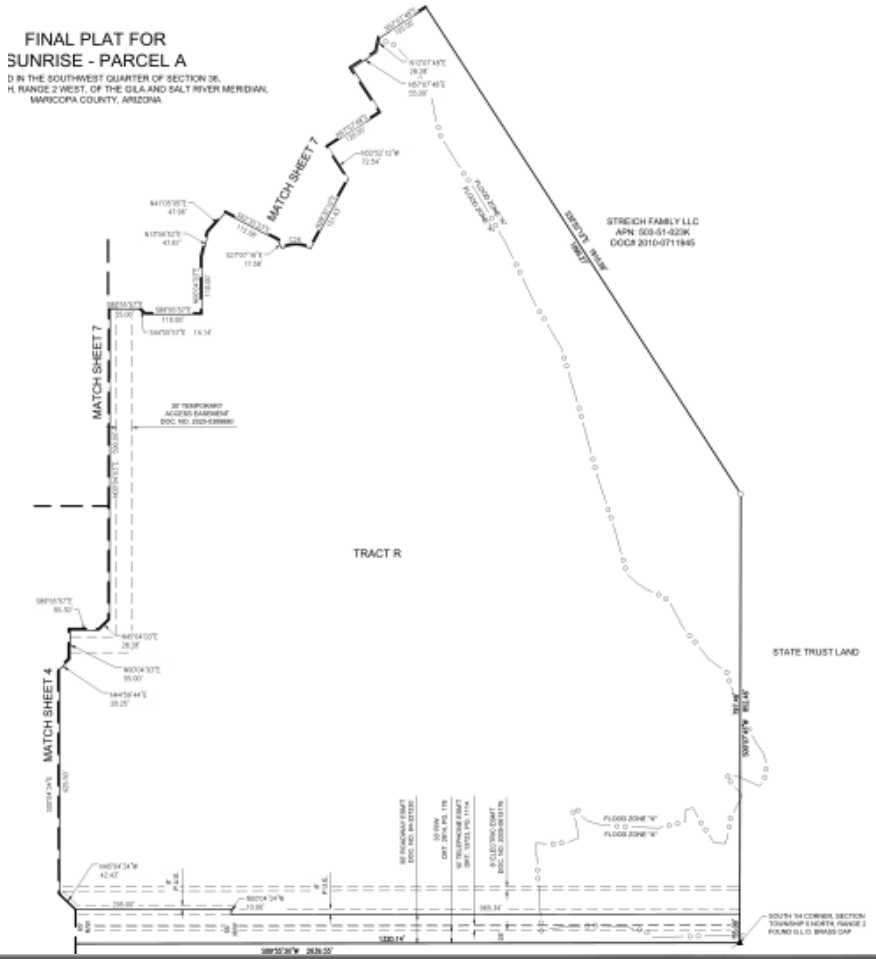
COUNTY RECORDER



SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, (UNLESS OTHERWISE NOTED)
CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, UNLESS OTHERWISE NOTED)
CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, UNLESS OTHERWISE NOTED)
FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, (UNLESS OTHERWISE NOTED)
SECTION LINE
MID-SECTION LINE
BOUNDARY LINE
LOT LINE
CENTERLINE
EASEMENT
EXISTING R/W
FLOOD ZONE
SHEET NUMBER
SIGHT VISIBILITY TRIANGLE (S.V.T.) - SEE

V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT
M.U.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC. NO.	DOCUMENT NUMBER
APN	ASSESSOR PARCEL NUMBER
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
MWD	MARICOPA WATER DISTRICT
G.L.O.	GENERAL LAND OFFICE
**	HEADLIGHT INTRUSION
DK.	DOCKET
PG.	PAGE
M.U.T.C.	MULTI-USE PUBLIC TRAIL EASEMENT

FINAL PLAT


FINAL PLAT FOR
SUNRISE - PARCEL A
D IN THE SOUTHWEST QUARTER OF SECTION 36,
H, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA
MATCH SHEET 7
MATCH SHEET 7
MATCH SHEET 4
STREICH FAMILY LLC
APN: 503-51-023K
DOC# 2010-0711945
TRACT R
STATE TRUST LAND
FLOOD ZONE "X"
FLOOD ZONE "A"
SOUTH 1/4 CORNER, SECTION
TOWNSHIP 5 NORTH, RANGE 2
FOUND G.L.O. BRASS CAP

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **August 28, 2019**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS19-595 Final Plat for Sunrise Parcel A Right of Way Valuation**

The Value of the Right of Way associated with the Final Plat for Sunrise Parcel A is $3,759,665.00.

The area being dedicated as right-of-way is 751,933 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Sergio Angulo
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, "Sunrise – Parcel C" dated May 11, 2020, an approximately 16.5 acre property located north of Jomax Road and east of 171st Avenue.

Motion:
I move to approve/deny the Final Plat entitled, "Final Plat for Sunrise – Parcel C" dated May 11, 2020.

Background:
Coe and Van Loo Consultants, Inc., on behalf of Metro Oasis, LLLC, seeks approval of a Final Plat for a 64-lot single-family residential subdivision in Parcel C of the Sunrise Ranch PUD.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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. 00 - FS19-597 - Staff Report
2. 01 - FS19-597 - Vicinity Map

3. 02 - FS19-597 - Final Plat
4. FS19-597 - PowerPoint
5. FS19-597 - Right-of-Way Valuation Memo

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS19-597**
Project Name:	Sunrise Parcel C
Council District:	1
City Council Date:	**August 18, 2020**
Planner:	Sergio Angulo, Planner II

Owner:	Metro Oasis, LLLP
Applicant:	Parker Froehlich of Coe and Van Loo Consultants, Inc.
Request:	Final Plat for a 64 lot, single-family subdivision in Parcel C of the Sunrise Ranch PUD
Site Location:	Northeast corner of Jomax Road and 171st Avenue.
Site Size:	16.5 acres (approx.)
Density:	3.86 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Sunrise Ranch PUD as approved under case FS17-671.
- The Final Plat is consistent with the Preliminary Plat approved under case FS18-603.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

Coe and Van Loo Consultants, LLC, on behalf of Metro Oasis, LLLP, requests approval of the Final Plat for Sunrise – Parcel C. The subject property is approximately 16.5 acres and it is located on the northeast corner of Jomax Road and 171st Avenue. The subject property is zoned RM-9 PUD.

Onsite the applicant proposes a total of 64 single-family lots for a total density of 3.86 dwelling units per acres. The typical lot proposed is 45' x 120'. This plat includes a total of 5.9 acres of open space that includes a 0.5-acre open space tract (Tract B), which includes seating benches, playground equipment, and an open turf area for recreation. The proposed final plat is in compliance with the approved Sunrise Ranch PUD (case FS17-671) and the preliminary plat approved under case FS18-603.

Attachments:

01 Vicinity Map
02 Final Plat


State
Lands
FS19-597
Sunrise
Parcel C
Desert
Oasis
171st Ave
Jomax Rd
Asante
Desert
Oasis
VICINITY MAP

FINAL PLAT FOR SUNRISE - PARCEL C

A REPLAT OF TRACT S OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R.,
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "SUNRISE PARCEL C", A REPLAT OF TRACT S OF THE FINAL PLAT FOR SUNRISE PARCEL A, AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R. BEING A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, 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 "SUNRISE PARCEL C" 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.
2. OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.
3. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTION, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.
4. 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.
5. 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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
6. 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.
7. OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION 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.
8. 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.
9. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
10. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.
11. 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.
12. 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.
13. IN WITNESS WHEREOF, METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, 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 _____, 2020.

METRO OASIS, LLLP,
AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,
BY: SUNRISE VENTURES, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP
ITS GENERAL PARTNER,
BY: HARVARD VENTURES, INC., A NEVADA CORPORATION
ITS GENERAL PARTNER

BY: _____
NAME: TIMOTHY P. BRISLIN
ITS: VICE PRESIDENT

NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. 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.
3. DEVELOPMENT STANDARDS ARE PER THE APPROVED SUNRISE RANCH PUD CASE FS17-671 OR AS SUBSEQUENTLY AMENDED.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
6. STRUCTURES AND PLANT MATERIAL PLACEMENT SHALL BE IN CONFORMANCE WITH THE LINE OF SIGHT AND SIGHT VISIBILITY TRIANGLE REQUIREMENTS REFERENCED IN THE CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS DETAIL 4.01 AND 4.02.
7. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT FOR SUNRISE APPROVED 09-05-2019 UNDER CASE FS18-603.
8. PURSUANT TO A.R.S. § 42-11102, 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.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2020, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC , WHO ACKNOWLEDGE HIMSELF TO BE THE VICE PRESIDENT OF HARVARD VENTURES, INC., A NEVADA CORPORATION, THE GENERAL PARTNER OF SUNRISE VENTURES, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, THE GENERAL PARTNER OF METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, THE OWNER AND ACKNOWLEDGED THAT HE, AS VICE PRESIDENT OF THE GENERAL PARTNER, THE GENERAL PARTNER OF OWNER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

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

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE "A" AND ZONE "X" (SHADED)", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NUMBER 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NUMBERS 040053 AND 040037, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

DEVELOPER/OWNER

METRO OASIS, LLLP
17700 N. PACESETTER WAY
SUITE 100
SCOTTSDALE, AZ 85255
PHONE: (480) 515-3255
CONTACT: TIM BRISLIN

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: PARKER FROEHLICH, P.E.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS NORTH 00°04'08" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, AS CITED IN THE VESTING DEED.

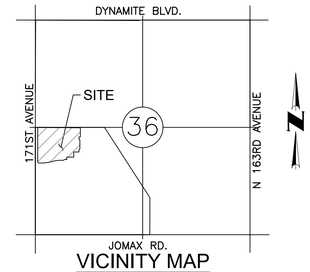
RELEASE OF LIABILITY

1. METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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.
2. METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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 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.
3. THE CITY OF SURPRISE AGREES TO INDEMNIFY METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLEY FROM THE NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF METRO OASIS, LLLP, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.
4. 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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT ARS § 45-576.

COUNTY RECORDER



VICINITY MAP
(NOT-TO-SCALE)

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, DULY AUTHORIZED AGENT OF

"SUNRISE" HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "SUNRISE PARCEL C" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NAME:_____

TITLE: _____ DATE:_____

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS_____DAY OF_____ , 2020, BEFORE ME PERSONALLY

APPEARED _____ , 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 ABOVE/ATTACHED DOCUMENT.

_____ NOTARY PUBLIC SEAL

_____ NOTARY PUBLIC SIGNATURE

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 SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2020

MAYOR:_____
MAYOR DATE

ATTEST:_____
CITY CLERK DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF THREE (3) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2018, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL 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.

BY:_____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

CASE FS19-597
DATE: 1/13/2020

GROSS AREA = 16.547 ACRES
NUMBER OF LOTS = 64

SEE SHEET 2 FOR KEYMAP, CURVE & TRACT TABLES, LEGEND, LOT AREA TABLES & LEGAL DESCRIPTION

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

SUNRISE - PARCEL C
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 10/1/2020
ARIZONA U.S.A.

SHEET 1 OF 3

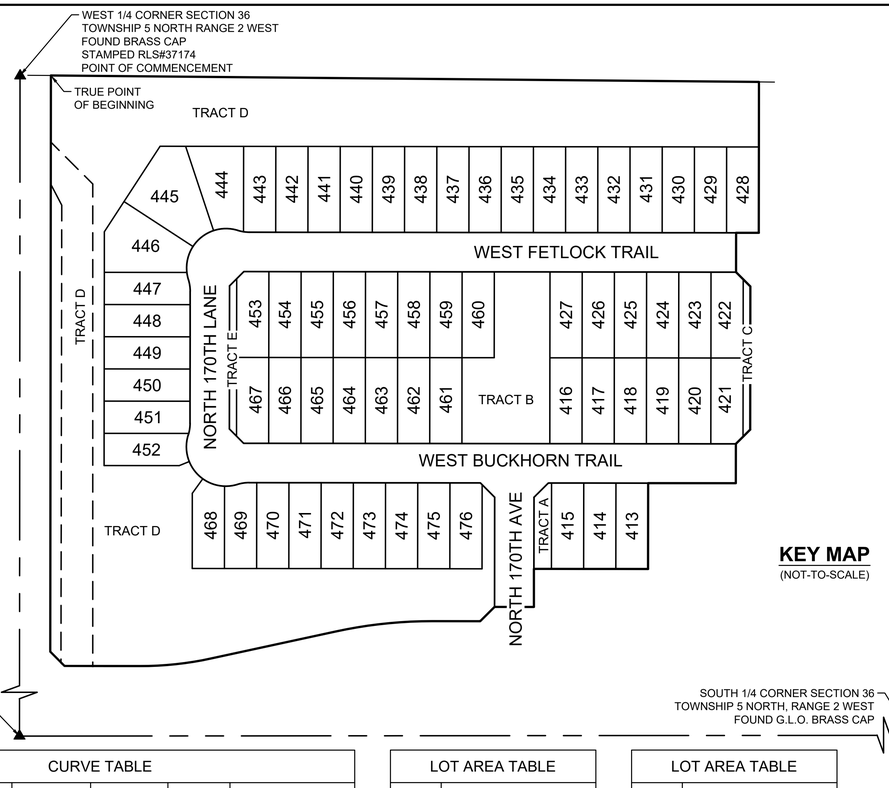
CVL Contact: P. FROEHLICH
CVL Project #: 01-0298201

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Printed By: Parker Print Date: May 11, 2020 Filename: N:\01\0298201\Cadd\Parcel-C\DS_SR-C_FPLAT.01.dwg

FINAL PLAT FOR SUNRISE - PARCEL C

A REPLAT OF TRACT S OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R.,
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



KEY MAP
(NOT-TO-SCALE)

LEGAL DESCRIPTION

TRACT S OF SUNRISE - PARCEL A, AS RECORDED IN BOOK ____, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP FLUSH STAMPED LS#37174 MARKING THE WEST QUARTER CORNER OF SAID SECTION 36, FROM WHICH THE BRASS CAP FLUSH STAMPED LS#37174 MARKING THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS SOUTH 00°04'08" WEST, A DISTANCE OF 2475.27 FEET;

THENCE SOUTH 89°28'41" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°28'41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 989.44 FEET;

THENCE SOUTH 00°04'03" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 210.91 FEET;

THENCE NORTH 89°55'57" WEST, A DISTANCE OF 31.65 FEET;
THENCE SOUTH 00°04'03" WEST, A DISTANCE OF 55.00 FEET;
THENCE SOUTH 44°55'57" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 00°04'03" WEST, A DISTANCE OF 200.00 FEET;
THENCE SOUTH 45°04'03" WEST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 00°04'03" WEST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 89°55'57" WEST, A DISTANCE OF 122.49 FEET;
THENCE SOUTH 00°04'03" WEST, A DISTANCE OF 120.00 FEET;
THENCE NORTH 89°55'57" WEST, A DISTANCE OF 159.50 FEET;
THENCE SOUTH 00°04'03" WEST, A DISTANCE OF 53.29 FEET;
THENCE NORTH 89°55'57" WEST, A DISTANCE OF 55.00 FEET;
THENCE SOUTH 45°04'03" WEST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 89°55'57" WEST, A DISTANCE OF 67.20 FEET TO THE BEGINNING OF A TANGENT CURVE OF 630.00 FOOT RADIUS, CONCAVE SOUTHERLY;

THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°17'39", A DISTANCE OF 135.18 FEET;

THENCE SOUTH 77°46'23" WEST, A DISTANCE OF 178.53 FEET TO THE BEGINNING OF A TANGENT CURVE OF 470.00 FOOT RADIUS, CONCAVE NORTHERLY;

THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°17'45", A DISTANCE OF 100.86 FEET;

THENCE NORTH 89°55'52" WEST, A DISTANCE OF 104.93 FEET;

THENCE NORTH 44°55'52" WEST, A DISTANCE OF 28.28 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COTTON LANE, AS DEPICTED ON SAID PLAT OF SUNRISE – PARCEL A;

THENCE NORTH 00°04'08" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 805.29 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 720,792 SQUARE FEET OR 16.547 ACRES, MORE OR LESS.

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	135.18'	630.00'	012°17'39"	67.85	134.92	S83°55'13"W
C2	100.86'	470.00'	012°17'45"	50.63	100.67	N83°55'16"E
C3	16.65'	55.00'	017°20'29"	8.39	16.58	S81°23'48"W
C4	119.69'	55.00'	124°40'58"	104.94	97.43	S44°55'57"E
C5	16.65'	55.00'	017°20'29"	8.39	16.58	N08°44'17"E
C6	16.65'	55.00'	017°20'29"	8.39	16.58	N08°36'12"W
C7	119.69'	55.00'	124°40'58"	104.94	97.43	S45°04'03"W
C8	16.65'	55.00'	017°20'29"	8.39	16.58	S81°15'43"E

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	354,190	8.131
TOTAL AREA OF TRACTS	259,080	5.948
TOTAL AREA OF RIGHT OF WAY	107,521	2.468
TOTAL GROSS AREA	720,791	16.547

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	64
TOTAL NUMBER OF TRACTS (A-Q)	5
GROSS RESIDENTIAL DENSITY	3.86 D.U./A.C.

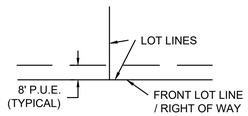
TRACT TABLE		
TRACT	AREA	DESCRIPTION
TRACT 'A'	0.063 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'B'	0.553 ACRES	LANDSCAPE, P.U.E., DRAINAGE, RETENTION,
TRACT 'C'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'D'	5.236 ACRES	LANDSCAPE, P.U.E., S.V.T., DRAINAGE, RETENTION
TRACT 'E'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TOTAL	5.948 ACRES	

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
413	5,400
414	5,400
415	5,400
416	5,400
417	5,400
418	5,400
419	5,400
420	5,400
421	5,350
422	5,350
423	5,400
424	5,400
425	5,400
426	5,400
427	5,400
428	5,400
429	5,400
430	5,400
431	5,400
432	5,400
433	5,400
434	5,400
435	5,400
436	5,400
437	5,400
438	5,400
439	5,400
440	5,400
441	5,400
442	5,400
443	5,398
444	7,181

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
445	9,859
446	8,418
447	5,349
448	5,400
449	5,400
450	5,400
451	5,391
452	5,205
453	5,350
454	5,400
455	5,400
456	5,400
457	5,400
458	5,400
459	5,400
460	5,400
461	5,400
462	5,400
463	5,400
464	5,400
465	5,400
466	5,350
467	5,283
468	5,310
469	5,400
470	5,400
471	5,400
472	5,400
473	5,400
474	5,400
475	5,400
476	5,397
TOTAL	354,190

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120,TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE BOUNDARY
- (1) SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'
- AC. ACRES
- P.U.E. PUBLIC UTILITY EASEMENT
- ESM'T EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- L1 LINE NUMBER
- C1 CURVE NUMBER
- R/W RIGHT-OF-WAY
- M.C.R. MARICOPA COUNTY RECORDER
- DOC.# DOCUMENT NUMBER
- APN ASSESSOR PARCEL NUMBER
- EX. EXISTING
- G.L.O. GENERAL LAND OFFICE
- ** HEADLIGHT INTRUSION



TYPICAL PUBLIC UTILITY EASEMENT DETAIL
(NOT-TO-SCALE)

COUNTY RECORDER

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
(602) 264-6831
www.cvlci.com

DATE | REVISION | NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT

SUNRISE - PARCEL C
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 5/11/2020
AZ U.S.A.

SHEET 2 OF 3

CVL Contact: P. FROEHLICH
CVL Project #: 01-0298201

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FINAL PLAT FOR SUNRISE - PARCEL C

A REPLAT OF TRACT S OF THE FINAL PLAT FOR SUNRISE PARCEL A, AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R., BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

TRACT T
FINAL PLAT SUNRISE PARCEL A
BOOK ___, OF MAPS,
PAGE ___, M.C.R.

WEST 1/4 CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 2 WEST
FOUND BRASS CAP STAMPED RLS#37174
POINT OF COMMENCEMENT

TRUE POINT OF BEGINNING

STATE TRUST LAND

S89°28'41"E 55.00'

S89°28'41"E 989.44'

TRACT D

DRAINAGE ESMT DOC. NO. 2020-0347940

FLOOD ZONE "A"

FLOOD ZONE "X"

NORTH 171ST AVENUE

N00°04'08"E 2475.24'

N00°04'08"E 805.29'

33' R/W DKT. 2914, PG. 178

55' R/W PER SUNRISE PARCEL A BOOK ___, PAGE __, M.C.R.

8' P.U.E. PER SUNRISE PARCEL A BOOK ___, PAGE __, M.C.R.

1' V.N.A.E.

8' P.U.E.

S89°55'57"E 836.75'

S00°04'03"W 210.91'

90.91'

680.03'

N89°55'57"W 31.65'

WEST FETLOCK TRAIL

S89°55'57"E 735.32'

687.82'

S00°04'03"W 55.00'

WEST BUCKHORN TRAIL

425.84'

309.49'

NORTH 170TH LANE

NORTH 170TH AVE

TRACT A

TRACT B

TRACT C

TRACT D

TRACT E

S89°55'57"E 405.00'

N89°55'57"W 122.49'

N89°55'57"W 159.50'

S00°04'03"W 53.29'

N89°55'57"W 55.00'

S00°04'03"W 200.00'

N89°55'57"W 67.20'

S45°04'03"W 28.28'

N44°55'57"W 28.28'

S77°46'23"W 178.53'

WEST BAJADA ROAD

C1 C2 C3 C4 C5 C6 C7 C8

N33°04'42"E 142.66'

S36°55'18"E 115.00'

S18°20'05"E 124.17'

N89°55'52"W 104.93'

SOUTHWEST CORNER, SECTION 36
TOWNSHIP 5 NORTH RANGE 2 WEST
FOUND BRASS CAP STAMPED RLS#37174

FINAL PLAT SUNRISE PARCEL A BOOK ___, OF MAPS, PAGE ___, M.C.R.

COUNTY RECORDER

SCALE: 1" = 40'

SEE SHEET 2 FOR KEYMAP, CURVE & TRACT TABLES, LEGEND, LOT AREA TABLES & LEGAL DESCRIPTION

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Expiration 9/11/2020
ARIZONA U.S.A.

SHEET 3 OF 3

CVL Contact: P. FROEHLICH

CVL Project #: 01-0298201

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Phoenix, Arizona 85014
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DATE | REVISION | NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT
SUNRISE - PARCEL C
SURPRISE, ARIZONA

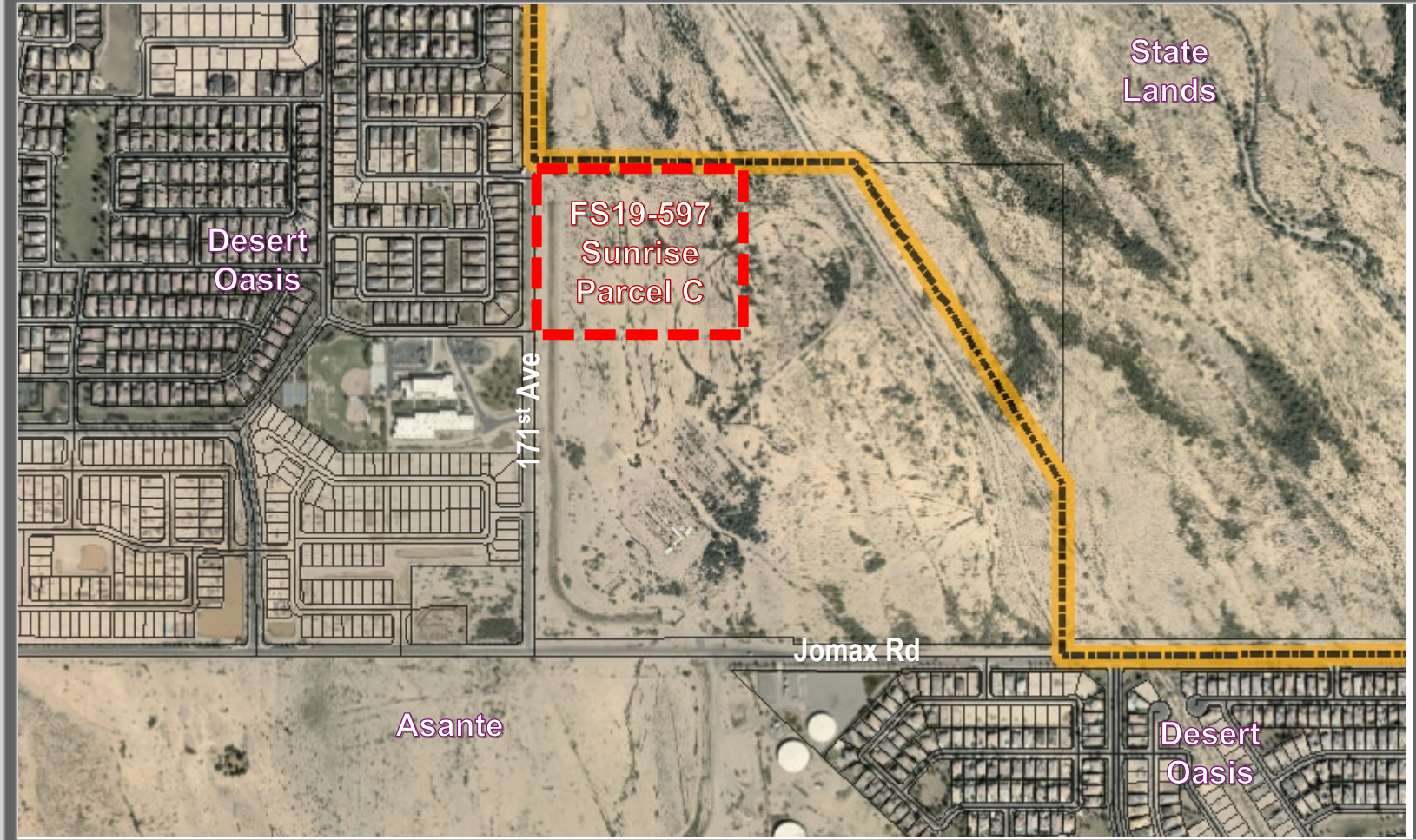
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SURPRISE
ARIZONA

Sunrise Parcel C
Final Plat – FS19-597

City Council

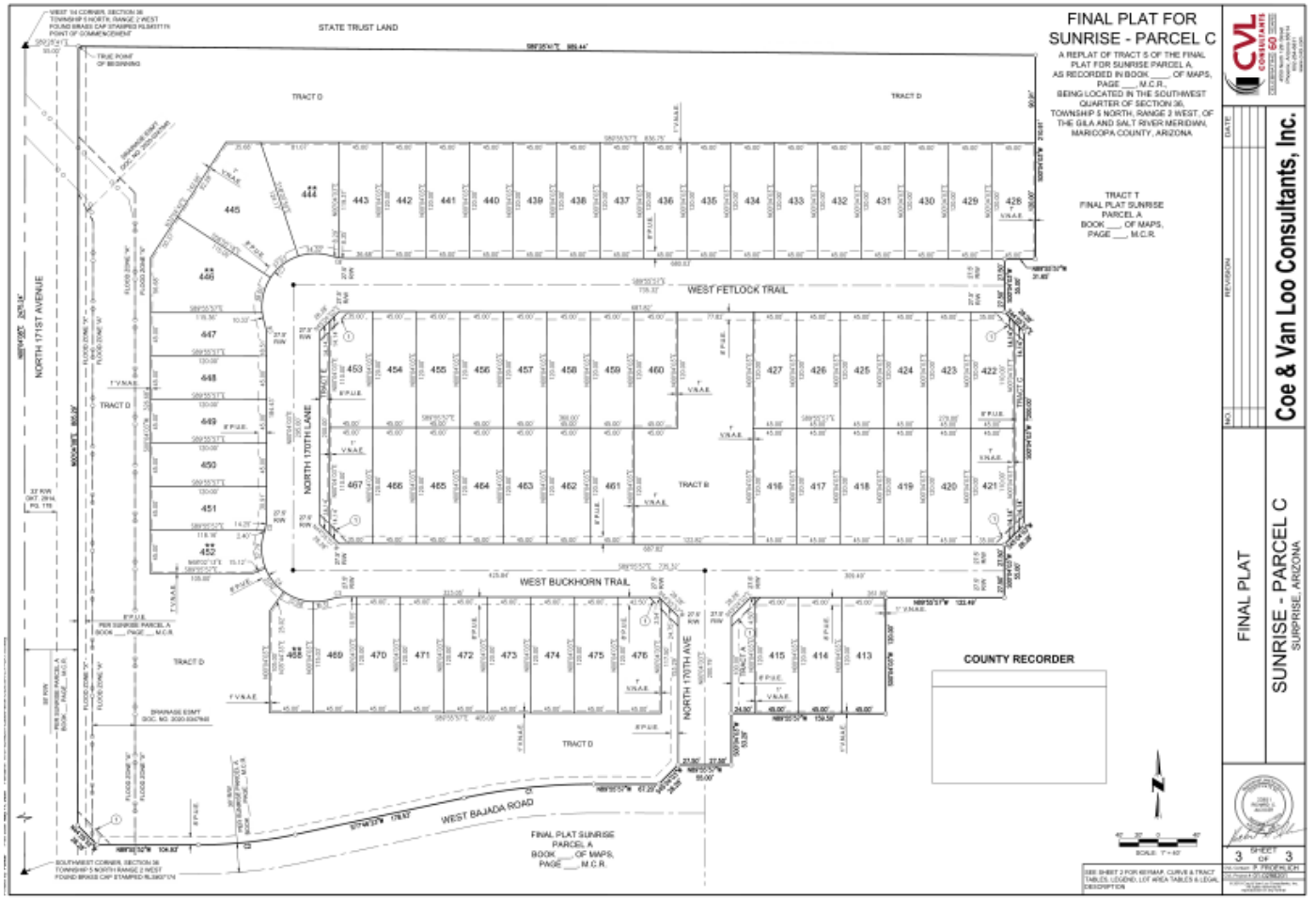
August 18, 2020



VICINITY MAP


WEST 1/4 CORNER SECTION 36
TOWNSHIP 5 NORTH RANGE 2 WEST
FOUND BRASS CAP
STAMPED RLS#37174
POINT OF COMMENCEMENT
TRUE POINT
OF BEGINNING
TRACT D
445
444
443
442
441
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429
428
446
447
448
449
450
451
452
WEST FETLOCK TRAIL
NORTH 170TH LANE
TRACT E
453
454
455
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457
458
459
460
427
426
425
424
423
422
TRACT C
467
466
465
464
463
462
461
TRACT B
416
417
418
419
420
421
WEST BUCKHORN TRAIL
TRACT D
468
469
470
471
472
473
474
475
476
NORTH 170TH AVE
TRACT A
415
414
413
KEY MAP
(NOT-TO-SCALE)
SOUTH 1/4 CORNER SECTION 36

FINAL PLAT


FINAL PLAT FOR
SUNRISE - PARCEL C
A REPLAT OF TRACT 5 OF THE FINAL PLAT FOR SUNRISE PARCEL A, AS RECORDED IN BOOK ___ OF MAPS, PAGE ___ M.C.R., BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
STATE TRUST LAND
TRACT D
TRACT T
FINAL PLAT SUNRISE PARCEL A BOOK ___ OF MAPS, PAGE ___ M.C.R.
WEST FETLOCK TRAIL
WEST BUCKHORN TRAIL
WEST BAJADA ROAD
NORTH 171ST AVENUE
NORTH 170TH LANE
NORTH 170TH AVE
TRACT B
TRACT C
TRACT A
COUNTY RECORDER
FINAL PLAT SUNRISE PARCEL A BOOK ___ OF MAPS, PAGE ___ M.C.R.
SEE SHEET 2 FOR KEYMAP, CURVE & TRACT TABLES, LEGEND, LOT AREA TABLES & LEGAL DESCRIPTION
CVL CONSULTANTS
Coe & Van Loo Consultants, Inc.
FINAL PLAT
SUNRISE - PARCEL C
SURPRISE, ARIZONA
SHEET 3 OF 3
FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **August 28, 2019**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS19-597 Final Plat for Sunrise Parcel C Right of Way Valuation**

The Value of the Right of Way associated with the Final Plat for Sunrise Parcel C is $537,605.00.

The area being dedicated as right-of-way is 107,521square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Sergio Angulo
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, "Sunrise – Parcel D" dated May 11, 2020, an approximately 22 acre property located north of Jomax Road and east of 171st Avenue.

Motion:
I move to approve the Final Plat entitled, "Sunrise – Parcel D" dated May 11, 2020.

Background:
Coe and Van Loo Consultants, Inc., on behalf of Metro Oasis, LLLC, seeks approval of a Final Plat for a 78-lot single-family residential subdivision in Parcel D of the Sunrise Ranch PUD.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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. 00 - FS19-598 - Staff Report
2. 01 - FS19-598 - Vicinity Map

3. 02 - FS19-598 - Final Plat
4. FS19-598 - PowerPoint
5. FS19-598 - Right-of-Way Valuation Memo

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS19-598**

Project Name: Sunrise Parcel D

Council District: 1

City Council Date: **August 18, 2020**

Planner: Sergio Angulo, Planner II

Owner: Metro Oasis, LLLP

Applicant: Parker Froehlich of Coe and Van Loo Consultants, Inc.

Request: Final Plat for a 78 lot, single-family subdivision in Parcel D of the Sunrise Ranch PUD

Site Location: Northeast corner of Jomax Road and 171st Avenue.

Site Size: 22.858 acres (approx.)

Density: 3.41 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Sunrise Ranch PUD as approved under case FS17-671.
- The Final Plat is consistent with the Preliminary Plat approved under case FS18-603.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

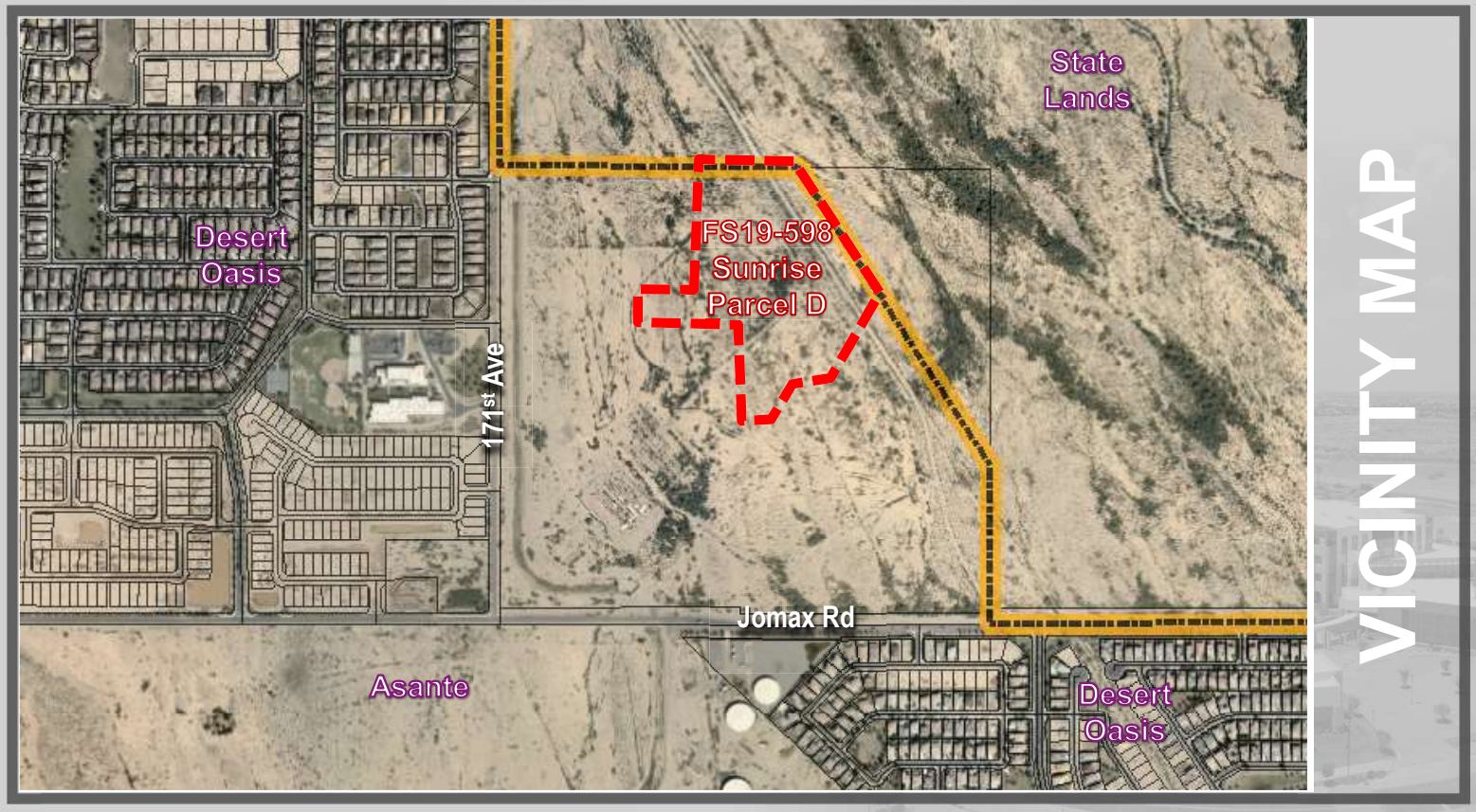
Additional Information:

Coe and Van Loo Consultants, LLC, on behalf of Metro Oasis, LLLP, requests approval of the Final Plat for Sunrise – Parcel D. The subject property is approximately 22.858 acres and it is located on the northeast corner of Jomax Road and 171st Avenue. The subject property is zoned RM-9 PUD.

Onsite the applicant proposes a total of 78 single-family lots for a total density of 3.41 dwelling units per acres. The typical lot proposed is 55' x 120'. This plat includes a total of 5.37 acres of open space that includes a 2.7-acre open space tract (Tract A), which includes seating benches, pedestrian trails, and an open turf area for recreation. The proposed final plat is in compliance with the approved Sunrise Ranch PUD (case FS17-671) and the preliminary plat approved under case FS18-603.

Attachments:

01 Vicinity Map
02 Final Plat


State
Lands
FS19-598
Sunrise
Parcel D
Desert
Oasis
171st Ave
Jomax Rd
Asante
Desert
Oasis
VICINITY MAP

FINAL PLAT FOR SUNRISE - PARCEL D

A REPLAT OF TRACT T OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R.,
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "SUNRISE PARCEL D", A REPLAT OF TRACT T OF THE FINAL PLAT FOR SUNRISE PARCEL A, AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R. BEING A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, 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 "SUNRISE PARCEL D" 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.
2. OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.
3. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTION, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.
4. 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.
5. 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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
6. 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.
7. OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION 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.
8. 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.
9. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
10. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.
11. 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.
12. 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.
13. IN WITNESS WHEREOF, METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, 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 _____, 2020.

METRO OASIS, LLLP,
AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,
BY: SUNRISE VENTURES, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP
ITS GENERAL PARTNER,
BY: HARVARD VENTURES, INC., A NEVADA CORPORATION
ITS GENERAL PARTNER

BY: _____
NAME: TIMOTHY P. BRISLIN
ITS: VICE PRESIDENT

NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. 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.
3. DEVELOPMENT STANDARDS ARE PER THE APPROVED SUNRISE RANCH PUD CASE FS17-671 OR AS SUBSEQUENTLY AMENDED.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
6. STRUCTURES AND PLANT MATERIAL PLACEMENT SHALL BE IN CONFORMANCE WITH THE LINE OF SIGHT AND SIGHT VISIBILITY TRIANGLE REQUIREMENTS REFERENCED IN THE CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS DETAIL 4.01 AND 4.02.
7. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT FOR SUNRISE APPROVED 09-05-2019 UNDER CASE FS18-603.
8. PURSUANT TO A.R.S. § 42-11102, 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.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2020, _____ PERSONALLY

APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC , WHO ACKNOWLEDGE HIMSELF TO BE THE VICE PRESIDENT OF HARVARD VENTURES, INC., A NEVADA CORPORATION, THE GENERAL PARTNER OF SUNRISE VENTURES, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, THE GENERAL PARTNER OF METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, THE OWNER AND ACKNOWLEDGED THAT HE, AS VICE PRESIDENT OF THE GENERAL PARTNER, THE GENERAL PARTNER OF OWNER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHT'S 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

FLOOD ZONE INFORMATION

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" (SHADED), "A" & "AE" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NUMBER 04013C-1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY NUMBER 040053 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED

DEVELOPER/OWNER

METRO OASIS, LLLP
17700 N. PACESETTER WAY
SUITE 100
SCOTTSDALE, AZ 85255
PHONE: (480) 515-3255
CONTACT: TIM BRISLIN

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: PARKER FROEHLICH, P.E.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS NORTH 00°04'08" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, AS CITED IN THE VESTING DEED.

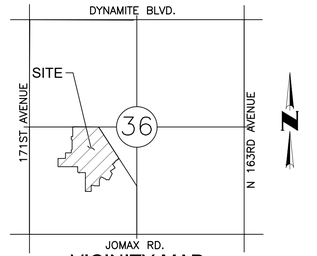
RELEASE OF LIABILITY

1. METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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.
2. METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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 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.
3. THE CITY OF SURPRISE AGREES TO INDEMNIFY METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLEY FROM THE NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF METRO OASIS, LLLP, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.
4. 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 LOCATED THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TUNE THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT ARS § 45-576.

COUNTY RECORDER



VICINITY MAP
(NOT-TO-SCALE)

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, DULY AUTHORIZED AGENT OF

"SUNRISE" HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "SUNRISE PARCEL D" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NAME:_____

TITLE: _____ DATE:_____

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS____DAY OF_____ , 2020, BEFORE ME PERSONALLY

APPEARED _____ , 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 ABOVE/ATTACHED DOCUMENT.

_____ _____
NOTARY PUBLIC SEAL NOTARY PUBLIC SIGNATURE

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 SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2020

MAYOR:_____
MAYOR DATE

ATTEST:_____
CITY CLERK DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF FOUR (4) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2018, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL 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.

BY:_____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 9/17/2020
ARIZONA U.S.A.

CASE FS19-598
DATE: 1/13/2020

GROSS AREA = 22.858 ACRES
NUMBER OF LOTS = 78

SEE SHEET 2 FOR LEGAL, KEYMAP, CURVE & LINE TABLES, SEE SHEET 3 FOR TRACT AND LOT AREA TABLES.

SHEET 1 OF 4

CVL Contact: P. FROEHLICH
CVL Project #: 01-0298201

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CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

SUNRISE - PARCEL D
SURPRISE, ARIZONA

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FINAL PLAT FOR
SUNRISE - PARCEL D

A REPLAT OF TRACT T OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R.,
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

LEGAL DESCRIPTION

TRACT T OF SUNRISE - PARCEL A, AS RECORDED IN BOOK ____, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP FLUSH STAMPED LS#37174 MARKING THE WEST QUARTER CORNER OF SAID SECTION 36, FROM WHICH THE BRASS CAP FLUSH STAMPED LS#37174 MARKING THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS SOUTH 00°04'08" WEST, A DISTANCE OF 2475.27 FEET;

THENCE SOUTH 89°28'41" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1,044.44 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°28'41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 557.19 FEET;

THENCE SOUTH 32°52'12" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 811.29 FEET;

THENCE SOUTH 57°07'48" WEST, A DISTANCE OF 105.00 FEET;
THENCE SOUTH 12°07'48" WEST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 57°07'48" WEST, A DISTANCE OF 55.00 FEET;
THENCE SOUTH 32°52'12" EAST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 57°07'48" WEST, A DISTANCE OF 120.00 FEET;
THENCE SOUTH 32°52'12" EAST, A DISTANCE OF 72.54 FEET;

THENCE SOUTH 28°30'10" WEST, A DISTANCE OF 151.63 FEET TO A POINT ON A 58.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 28°30'10" WEST;

THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°37'27", A DISTANCE OF 56.31 FEET;

THENCE NORTH 27°07'16" WEST, A DISTANCE OF 17.58 FEET;
THENCE NORTH 62°35'23" WEST, A DISTANCE OF 112.58 FEET;
THENCE SOUTH 41°05'05" WEST, A DISTANCE OF 47.96 FEET;
THENCE SOUTH 13°56'52" WEST, A DISTANCE OF 47.87 FEET;
THENCE SOUTH 00°04'03" WEST, A DISTANCE OF 110.00 FEET;
THENCE NORTH 89°55'57" WEST, A DISTANCE OF 110.00 FEET;
THENCE NORTH 44°55'57" WEST, A DISTANCE OF 14.14 FEET;
THENCE NORTH 89°55'57" WEST, A DISTANCE OF 55.00 FEET;
THENCE SOUTH 00°04'03" WEST, A DISTANCE OF 131.14 FEET;
THENCE NORTH 89°55'57" WEST, A DISTANCE OF 125.00 FEET;
THENCE NORTH 00°04'03" EAST, A DISTANCE OF 405.00 FEET;
THENCE NORTH 89°55'57" WEST, A DISTANCE OF 120.00 FEET;

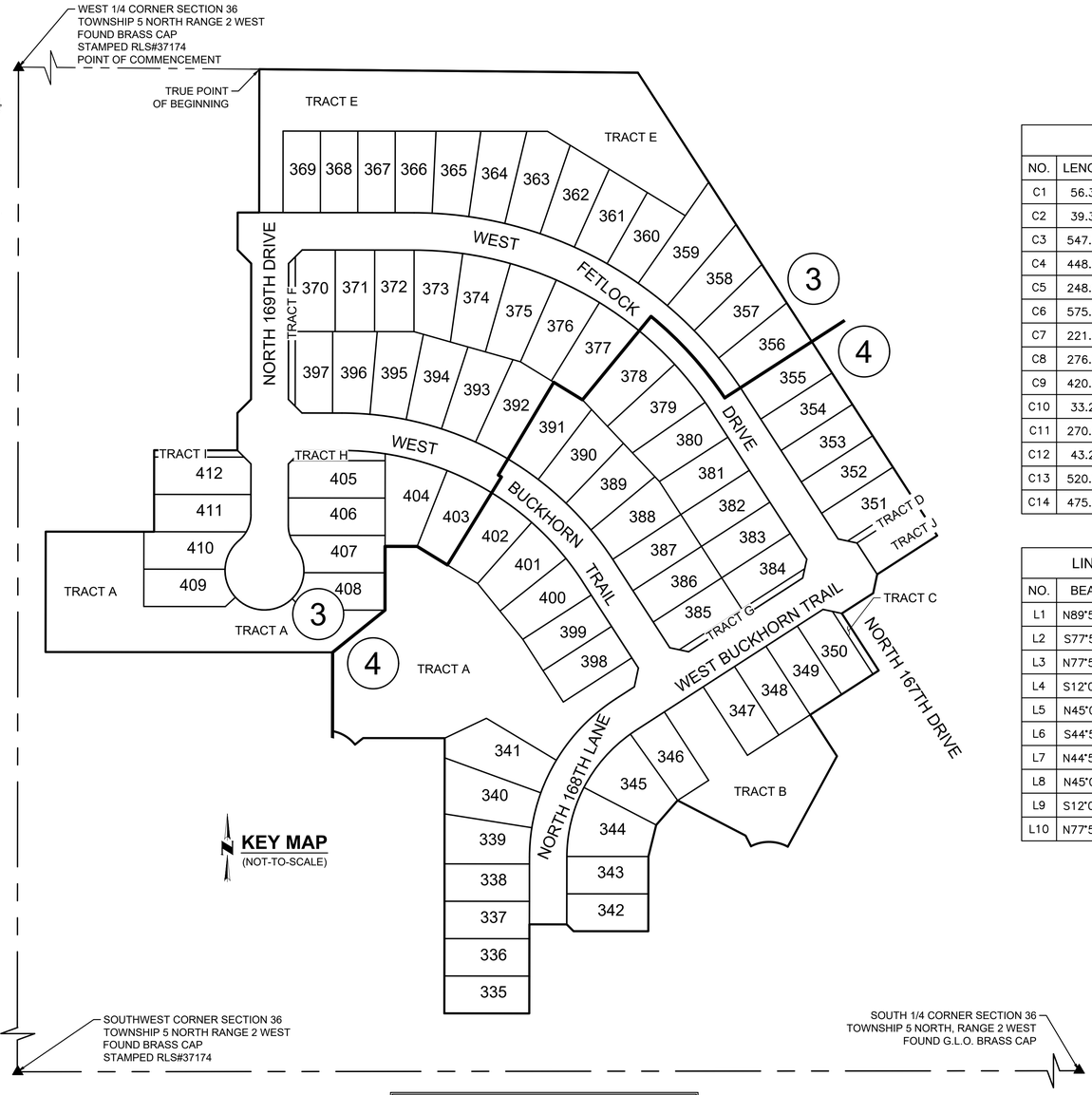
THENCE SOUTH 51°29'40" WEST, A DISTANCE OF 15.35 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 51°29'40" WEST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°57'58", A DISTANCE OF 39.32 FEET;

THENCE NORTH 00°04'03" EAST, A DISTANCE OF 115.91 FEET;
THENCE NORTH 89°55'57" WEST, A DISTANCE OF 422.50 FEET;
THENCE NORTH 00°04'03" EAST, A DISTANCE OF 177.17 FEET;
THENCE SOUTH 89°55'57" EAST, A DISTANCE OF 159.50 FEET;
THENCE NORTH 00°04'03" EAST, A DISTANCE OF 120.00 FEET;
THENCE SOUTH 89°55'57" EAST, A DISTANCE OF 122.49 FEET;
THENCE NORTH 00°04'03" EAST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 45°04'03" EAST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 00°04'03" EAST, A DISTANCE OF 200.00 FEET;
THENCE NORTH 44°55'57" WEST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 00°04'03" EAST, A DISTANCE OF 55.00 FEET;
THENCE SOUTH 89°55'57" EAST, A DISTANCE OF 31.65 FEET;

THENCE NORTH 00°04'03" EAST, A DISTANCE OF 210.91 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 995,687 SQUARE FEET OR 22.858 ACRES, MORE OR LESS.



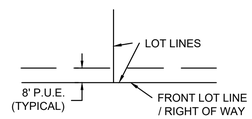
CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	56.31'	58.00'	055°37'27"	30.60	54.12	N89°18'33"W
C2	39.32'	55.00'	040°57'58"	20.55	38.49	N58°59'20"W
C3	547.76'	550.00'	057°03'45"	299.01	525.40	N61°24'05"W
C4	448.17'	450.00'	057°03'45"	244.65	429.87	N61°24'05"W
C5	248.98'	250.00'	057°03'45"	135.92	238.82	S28°35'55"W
C6	575.15'	577.50'	057°03'45"	313.97	551.67	N61°24'05"W
C7	221.59'	222.50'	057°03'45"	120.96	212.55	S28°35'55"W
C8	276.37'	277.50'	057°03'45"	150.87	265.09	S28°35'55"W
C9	420.78'	422.50'	057°03'45"	229.70	403.60	N61°24'05"W
C10	33.24'	50.00'	038°05'26"	17.26	32.63	S18°58'40"E
C11	270.98'	58.00'	267°41'18"	−60.39	83.66	S84°10'44"E
C12	43.28'	50.00'	049°35'52"	23.10	41.94	N24°51'59"E
C13	520.37'	522.50'	057°03'45"	284.06	499.13	N61°24'05"W
C14	475.56'	477.50'	057°03'45"	259.60	456.14	N61°24'05"W

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°55'57"W	7.50'
L2	S77°52'12"E	28.28'
L3	N77°52'12"W	28.28'
L4	S12°07'48"W	28.28'
L5	N45°04'03"E	28.28'
L6	S44°55'57"E	28.28'
L7	N44°55'57"W	28.28'
L8	N45°04'03"E	28.28'
L9	S12°07'48"W	28.28'
L10	N77°52'12"W	28.28'

TRACT TABLE		
TRACT	AREA	DESCRIPTION
TRACT 'A'	2.709 ACRES	LANDSCAPE, OPEN SPACE P.U.E., S.V.T., DRAINAGE, RETENTION
TRACT 'B'	0.707 ACRES	LANDSCAPE, OPEN SPACE P.U.E., DRAINAGE, RETENTION
TRACT 'C'	0.024 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'D'	0.025 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'E'	1.612 ACRES	LANDSCAPE, OPEN SPACE, DRAINAGE, RETENTION
TRACT 'F'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'G'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'H'	0.042 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'I'	0.029 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'J'	0.133 ACRES	LANDSCAPE, OPEN SPACE, FUTURE RIGHT-OF-WAY, ACCESS EASEMENT
TOTAL	5.377 ACRES	

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	78
TOTAL NUMBER OF TRACTS (A-Q)	10
GROSS RESIDENTIAL DENSITY	3.41 D.U./A.C.

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	582,715	13.377
TOTAL AREA OF TRACTS	234,288	5.379
TOTAL AREA OF RIGHT OF WAY	178,684	4.102
TOTAL GROSS AREA	995,687	22.858



TYPICAL PUBLIC UTILITY EASEMENT DETAIL
(NOT-TO-SCALE)

SEE SHEET 3 FOR TRACT AND LOT AREA TABLES.

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

DATE | REVISION | NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT

SUNRISE - PARCEL D
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 5/11/2020
ARIZONA U.S.A.

SHEET 2 OF 4

CVL Contact: P. FROEHLICH

CVL Project #: 01-0298201

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FINAL PLAT FOR
SUNRISE - PARCEL D

A REPLAT OF TRACT T OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ___, OF MAPS, PAGE ___, M.C.R.,
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

WEST 1/4 CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 2 WEST
FOUND BRASS CAP STAMPED RLS#37174
POINT OF COMMENCEMENT

S89°28'41"E 1044.44'

TRUE POINT OF BEGINNING

STATE TRUST LAND

S89°28'41"E 557.19'

FLOOD ZONE "A"
FLOOD ZONE "X"

TRACT E

1' V.N.A.E.

S89°55'57"E 389.12'

191.82'

TRACT E

STREICH FAMILY LLC
APN: 503-51-023K
DOC# 2010-0711945

N00°04'03"E 210.91'

S89°55'57"E 31.65'

S89°55'57"E 259.69'
212.19'

27.5' R/W

164.69'

WEST FETLOCK DRIVE

N44°55'57"W 28.28'

NORTH 169TH DRIVE

N00°04'03"E 200.00'

N00°04'08"E 2475.24'

S00°04'03"W 499.43'

N45°04'03"E 28.28'

TRACT F

8' P.U.E.

S89°55'57"E 58.69'

174.69'

1' V.N.A.E.

TRACT S
FINAL PLAT SUNRISE
PARCEL A
BOOK ___, OF MAPS,
PAGE ___, M.C.R.

MATCH SHEET 4

S89°55'57"E 122.49'

153.68'

S89°55'57"E 106.18'

WEST BUCKHORN TRAIL

TRACT H

TRACT I

S89°55'57"E 132.49'

S89°55'57"E 142.49'

S89°55'57"E 137.47'

S89°55'57"E 142.50'

S89°55'57"E 159.50'
144.50'

15.00'

S89°55'57"E 150.60'

135.60'

S89°55'57"E 119.52'

S89°55'57"E 119.58'

S89°55'57"E 47.21'

N89°55'57"W 422.50'

TRACT A

TRACT A

L1

C11 93.15'

S44°40'00"E 23.70'

N47°21'19"E 20.24'

FINAL PLAT SUNRISE
PARCEL A
BOOK ___, OF MAPS,
PAGE ___, M.C.R.

SOUTHWEST CORNER SECTION 36
TOWNSHIP 5 NORTH RANGE 2 WEST
FOUND BRASS CAP
STAMPED RLS#37174

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120,TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- INDICATES CENTERLINE MONUMENTATION AND STREET ADDRESSING CHANGE - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, TYPE "B" (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE
- (#) SHEET NUMBER
- (1) SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'

AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC.#	DOCUMENT NUMBER
APN	ASSESSOR PARCEL NUMBER
EX.	EXISTING
G.L.O.	GENERAL LAND OFFICE
RB	RADIAL BEARING

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
335	6,875
336	6,875
337	6,875
338	6,875
339	8,017
340	9,229
341	9,713
342	6,550
343	6,600
344	9,324
345	9,291
346	6,845
347	6,600
348	6,600
349	6,600
350	6,550
351	6,825
352	6,875
353	6,875
354	6,875
355	6,875
356	7,706
357	8,067
358	8,990
359	10,433
360	7,185

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
361	7,331
362	7,891
363	8,659
364	7,994
365	7,379
366	6,881
367	6,600
368	6,600
369	6,600
370	6,993
371	6,960
372	6,960
373	7,975
374	8,379
375	8,379
376	8,379
377	8,379
378	8,364
379	8,333
380	7,410
381	6,960
382	6,701
383	6,600
384	6,550
385	6,550
386	6,600

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
387	6,646
388	7,365
389	7,389
390	7,622
391	8,069
392	8,158
393	7,903
394	7,728
395	7,681
396	7,269
397	6,550
398	6,600
399	6,600
400	7,279
401	7,694
402	7,703
403	7,703
404	9,020
405	7,825
406	7,827
407	6,992
408	6,941
409	6,870
410	7,184
411	7,780
412	7,787
TOTAL	582,715

50' 25' 0 50'
SCALE: 1" = 50'

SEE SHEET 2 FOR LEGAL, KEYMAP, CURVE & LINE TABLES.

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
(602) 264-6831
www.cvlci.com

DATE
REVISION
NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT
SUNRISE - PARCEL D
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 5/11/2020
ARIZONA U.S.A.

SHEET 3 OF 4

CVL Contact: P. FROEHLICH
CVL Project #: 01-0298201

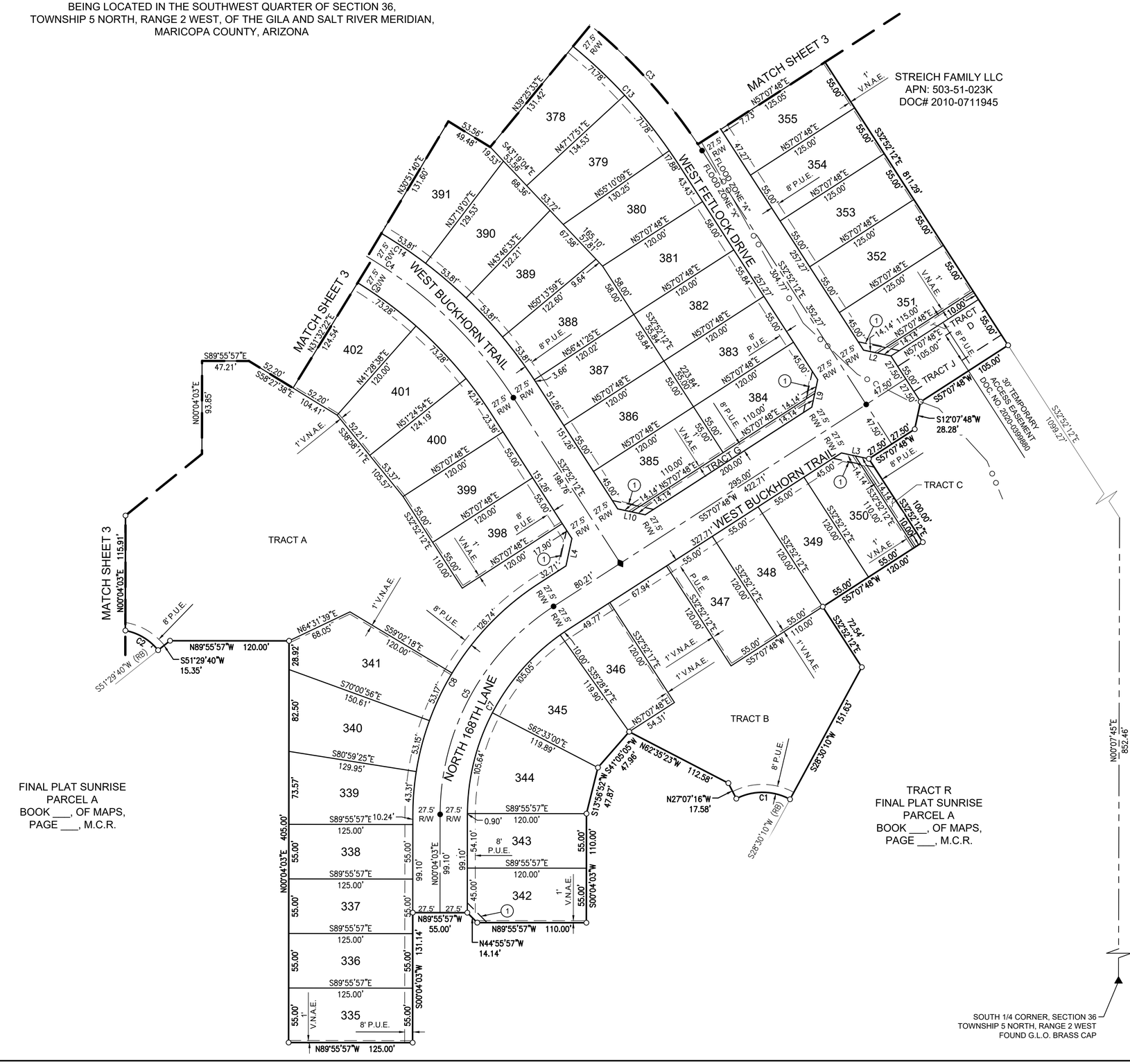
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FINAL PLAT FOR
SUNRISE - PARCEL D

A REPLAT OF TRACT T OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ___, OF MAPS, PAGE ___, M.C.R.,
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120,TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- INDICATES CENTERLINE MONUMENTATION AND STREET ADDRESSING CHANGE - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, TYPE "B" (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE
- (#) SHEET NUMBER
- (1) SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'

AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC.#	DOCUMENT NUMBER
APN	ASSESSOR PARCEL NUMBER
EX.	EXISTING
G.L.O.	GENERAL LAND OFFICE
RB	RADIAL BEARING

50' 25' 0 50'
SCALE: 1" = 50'

SEE SHEET 2 FOR LEGAL, KEYMAP, CURVE & LINE TABLES, SEE SHEET 3 FOR TRACT AND LOT AREA TABLES.

CVL CONSULTANTS
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Phoenix, Arizona 85014
(602) 264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

SUNRISE - PARCEL D
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 5/11/2020
ARIZONA U.S.A.

SHEET 4 OF 4

CVL Contact: P. FROEHLICH
CVL Project # 01-0298201

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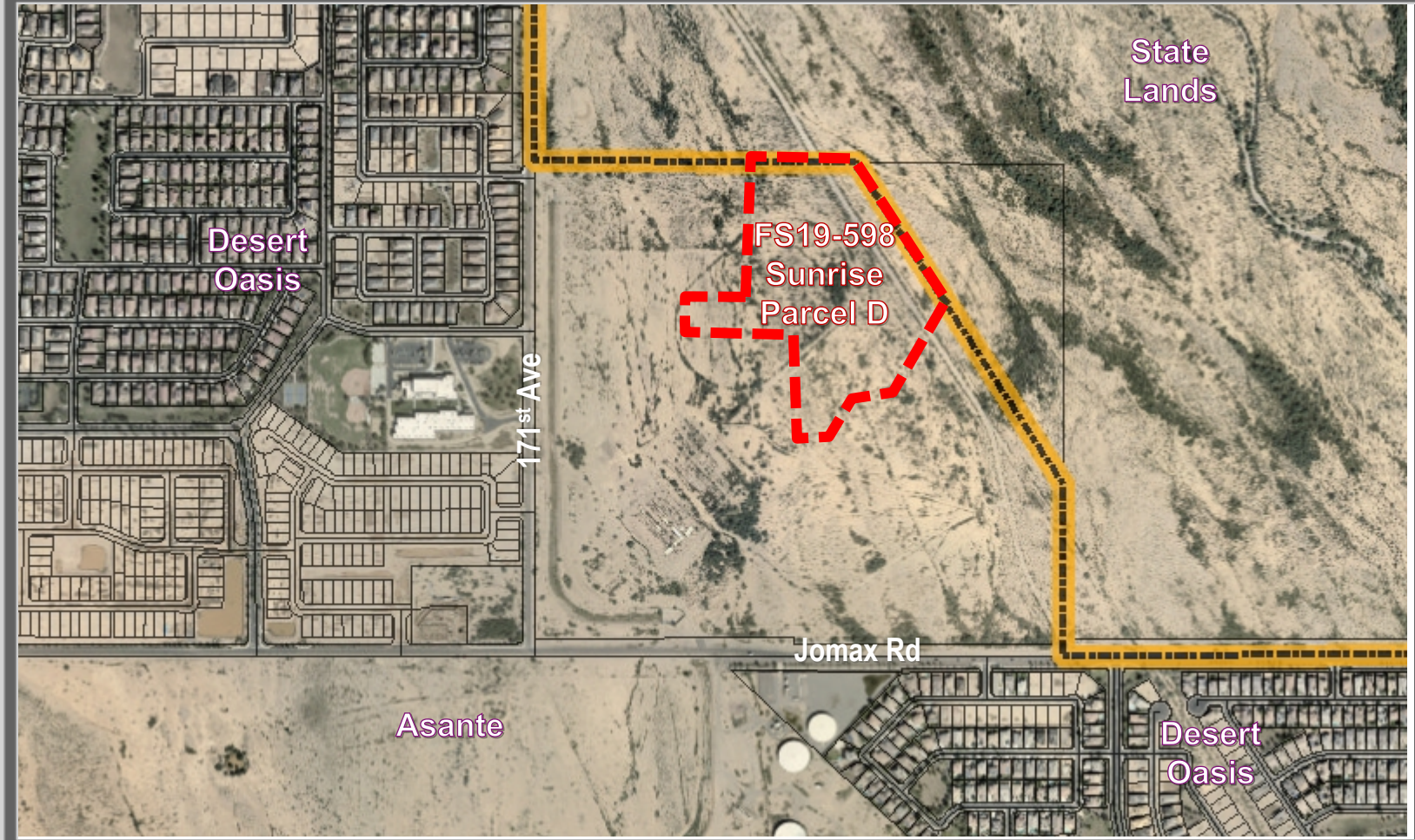
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SURPRISE
ARIZONA

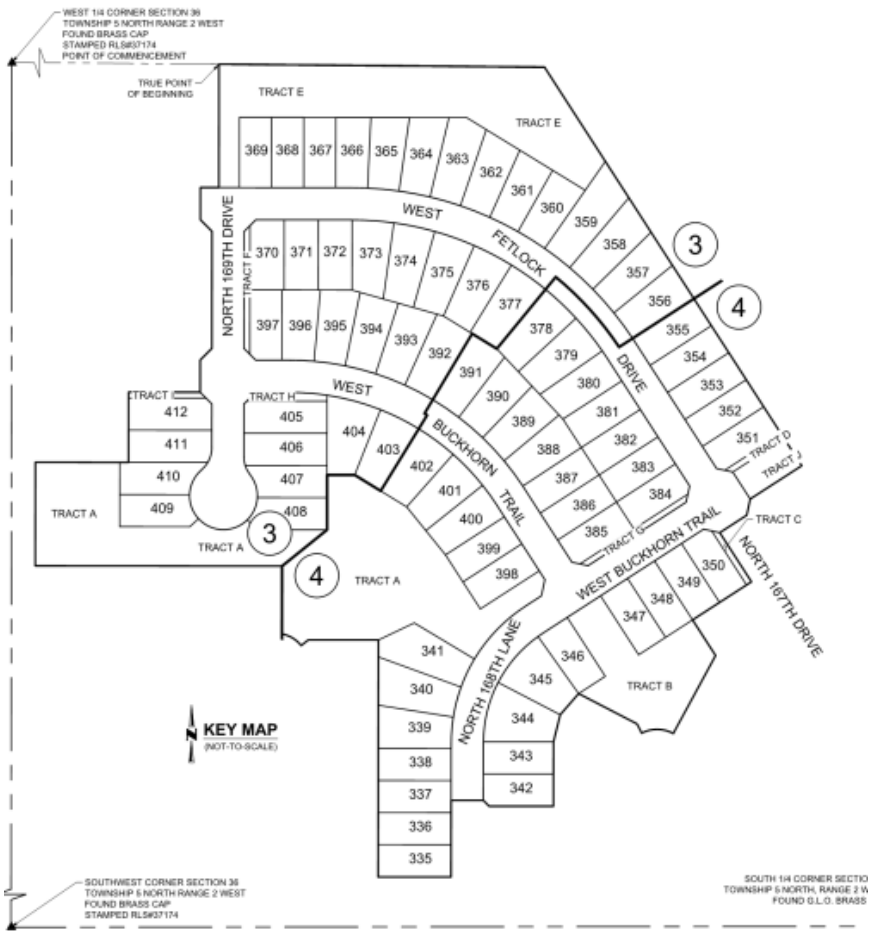
Sunrise Parcel D
Final Plat – FS19-598

City Council

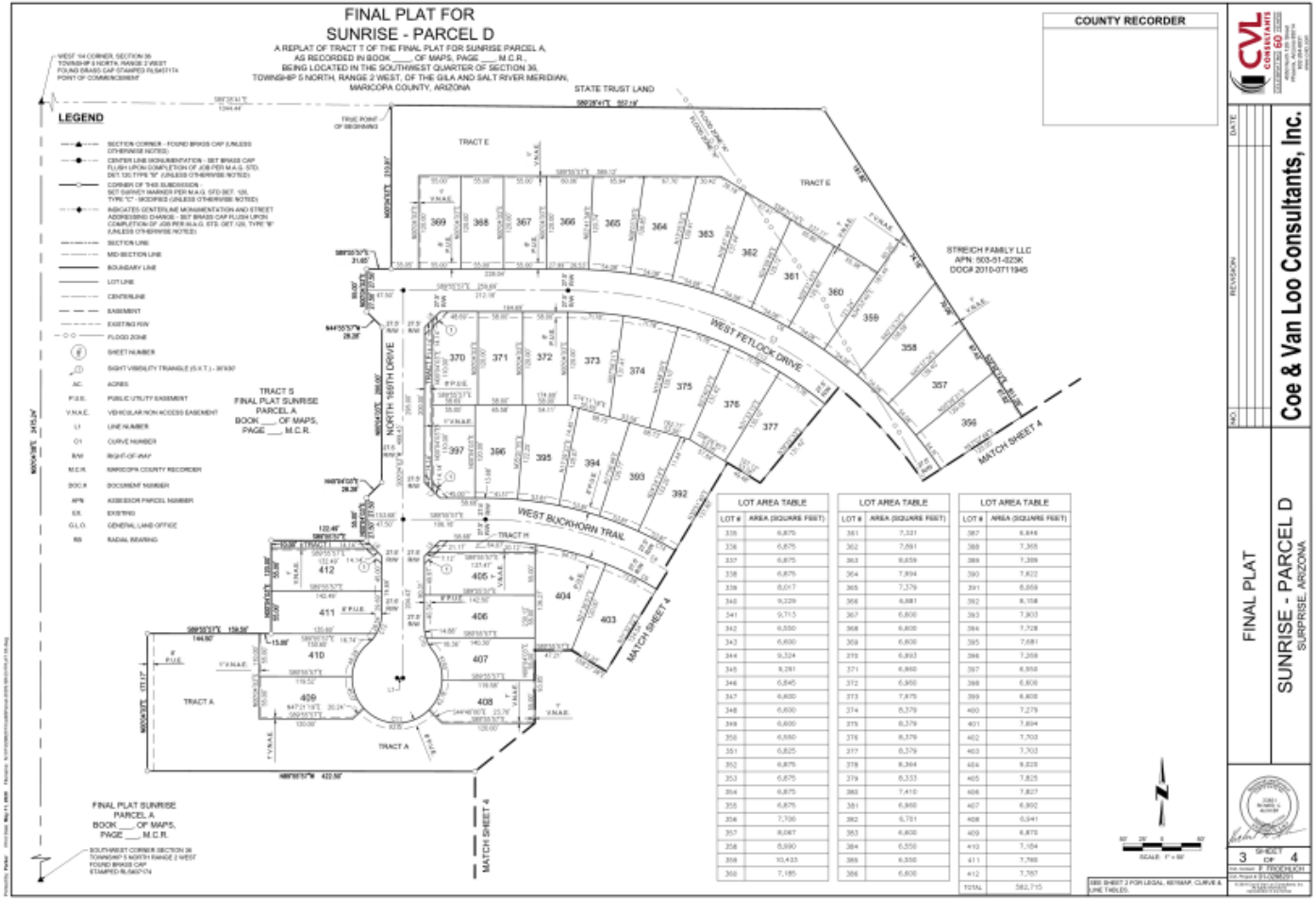
August 18, 2020



VICINITY MAP

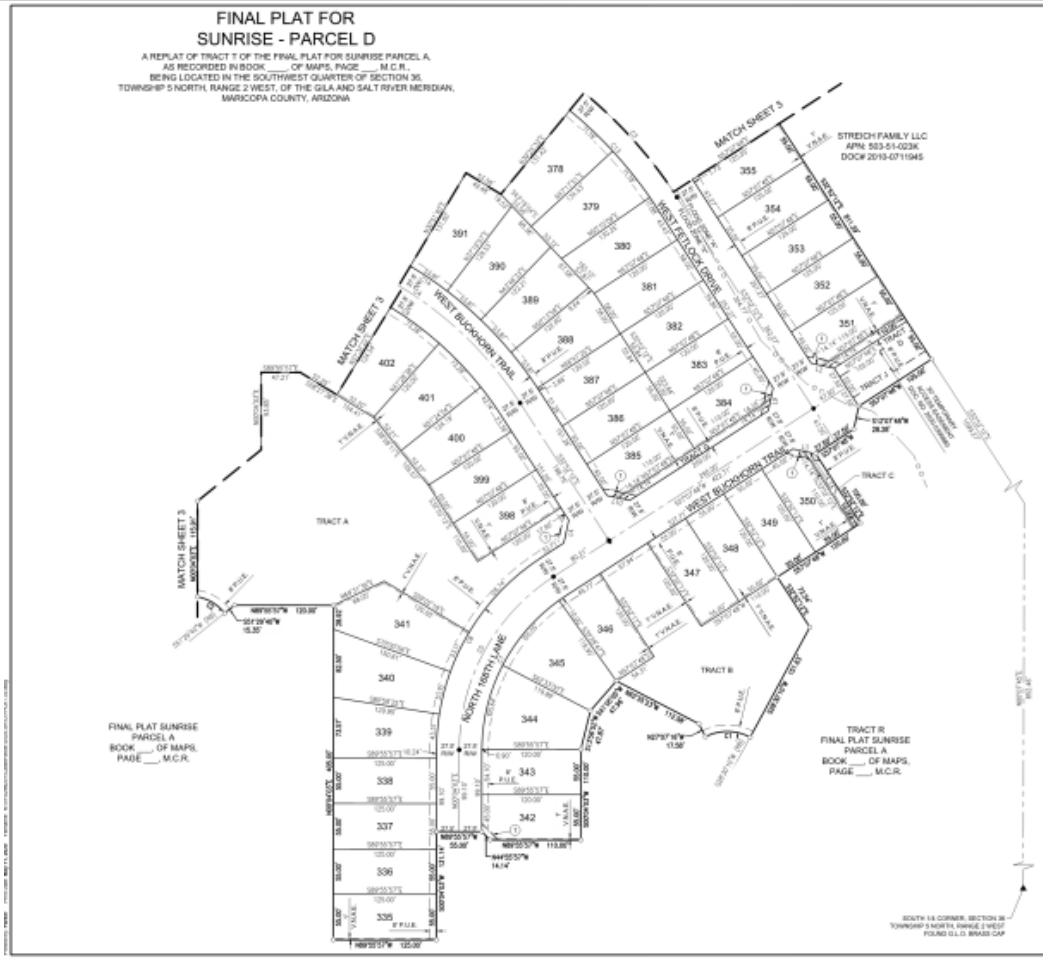

WEST 1/4 CORNER SECTION 36
TOWNSHIP 5 NORTH RANGE 2 WEST
FOUND BRASS CAP
STAMPED RLS#37174
POINT OF COMMENCEMENT
TRUE POINT
OF BEGINNING
TRACT E
TRACT E
369 368 367 366 365 364 363 362 361 360 359 358 357 356 355 354 353 352 351
NORTH 168TH DRIVE
WEST
FETLOCK
DRIVE
TRACT F
370 371 372 373 374 375 376 377 378 379 380 381 382 383 384
397 396 395 394 393 392 391 390 389 388 387 386 385
TRACT G
3
4
TRACT C
TRACT H
412 411 410 409
405 406 407 408
404 403 402 401 400 399 398
BUCKHORN TRAIL
TRACT A
TRACT A
TRACT A
3
4
TRACT D
TRACT J
TRACT C
WEST BUCKHORN TRAIL
NORTH 167TH DRIVE
350 349 348 347
346 345 344 343 342
341 340 339 338 337 336 335
NORTH 168TH LANE
TRACT B
KEY MAP
(NOT-TO-SCALE)
SOUTHWEST CORNER SECTION 36
TOWNSHIP 5 NORTH RANGE 2 WEST
FOUND BRASS CAP
STAMPED RLS#37174
SOUTH 1/4 CORNER SECTIO
TOWNSHIP 5 NORTH, RANGE 2 W
FOUND G.L.O. BRASS

FINAL PLAT


FINAL PLAT FOR
SUNRISE - PARCEL D
A REPLAT OF TRACT T OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ___ OF MAPS, PAGE ___, M.C.R.,
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA
COUNTY RECORDER
LEGEND
TRACT E
TRACT S
FINAL PLAT SUNRISE
PARCEL A
BOOK ___ OF MAPS,
PAGE ___, M.C.R.
STREICH FAMILY LLC
APN: 503-51-823K
DOC# 2010-0711945
WEST FETLOCK DRIVE
NORTH 166TH DRIVE
WEST BUCKHORN TRAIL
TRACT H
TRACT A
MATCH SHEET 4
LOT AREA TABLE
LOT # AREA (SQUARE FEET)
335 6,875
336 6,875
337 6,875
338 6,875
339 8,017
340 9,229
341 9,715
342 6,550
343 6,600
344 9,324
345 9,291
346 6,845
347 6,600
348 6,600
349 6,600
350 6,550
351 6,825
352 6,875
353 6,875
354 6,875
355 6,875
356 7,706
357 8,087
358 8,990
359 10,433
360 7,185
361 7,331
362 7,591
363 8,659
364 7,994
365 7,379
366 6,881
367 6,600
368 6,600
369 6,600
370 6,993
371 6,940
372 6,950
373 7,875
374 8,379
375 8,379
376 8,379
377 8,379
378 8,364
379 8,333
380 7,410
381 6,950
382 6,781
383 6,600
384 6,556
385 6,556
386 6,600
387 6,844
388 7,365
389 7,389
390 7,822
391 8,059
392 8,158
393 7,903
394 7,728
395 7,681
396 7,269
397 6,956
398 6,606
399 6,606
400 7,279
401 7,894
402 7,703
403 7,703
404 8,028
405 7,825
406 7,827
407 6,992
408 6,941
409 6,875
410 7,164
411 7,766
412 7,767
TOTAL 582,715
FINAL PLAT SUNRISE
PARCEL A
BOOK ___ OF MAPS,
PAGE ___, M.C.R.
SEE SHEET 2 FOR LEGAL, KEYMAP, CURVE & LINE TABLES.
SCALE: 1" = 80'
CVL CONSULTANTS
Coe & Van Loo Consultants, Inc.
DATE
REVISION
NO.
FINAL PLAT
SUNRISE - PARCEL D
SURPRISE, ARIZONA
SHEET 3 OF 4
FINAL PLAT

FINAL PLAT FOR
SUNRISE - PARCEL D

A REPLAT OF TRACT T OF THE FINAL PLAT FOR SUNRISE PARCEL A, AS RECORDED IN BOOK ____ OF MAPS, PAGE ____ M.C.R., BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



COUNTY RECORDER

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120,TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "CI" - MODIFIED (UNLESS OTHERWISE NOTED)
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- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE
- SHEET NUMBER
- SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'
- AC. ACRES
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- L1 LINE NUMBER
- C1 CURVE NUMBER
- R/W RIGHT-OF-WAY
- M.C.R. MARICOPA COUNTY RECORDER
- DOC.# DOCUMENT NUMBER
- APN ASSESSOR PARCEL NUMBER
- EX. EXISTING
- G.L.O. GENERAL LAND OFFICE
- RB RADIAL BEARING

SCALE: 1" = 60'

SEE SHEET 2 FOR LEGAL, KEYMAP, CURVE & LINE TABLES. SEE SHEET 3 FOR TRACT AND LOT AREA TABLES

CVL CONSULTANTS

Coe & Van Loo Consultants, Inc.

DATE | NO. | REVISION

FINAL PLAT

SUNRISE - PARCEL D
SURPRISE, ARIZONA

4 SHEET OF 4

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **January 29, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS19-598 Sunrise Parcel D Right of Way Valuation**

The Value of the Right of Way associated with the Sunrise Parcel D FS19-5985 is $893,420.00.

The area being dedicated as right-of-way is 178,684 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Sergio Angulo
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, "Escalante Master Plat – Phase 1" dated June 23, 2020, an approximately 185 acre property located north of Pinnacle Peak Road and west of 155th Avenue.

Motion:
I move to approve the Final Plat entitled, "Escalante Master Plat – Phase 1" dated June 23, 2020.

Background:
EPS Group, Inc., on behalf of Fulton Homes Corporation, seeks approval of a Final (Master) Plat to establish the parcel boundaries of this portion of the Escalante development. This plat also dedicates the right-of-way for 158th Lane and a portion of Asante Boulevard.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to establish development parcel boundaries and dedicate the right-of-way for 158th Lane and a portion of Asante Boulevard.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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. 00 - FS19-590 - Staff Report

2. 01 - FS19-590 - Vicinity Map
3. 02 - FS19-590 - Final Plat
4. FS19-590 - PowerPoint
5. FS19-590 - Right-of-Way Valuation Memo

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS19-590**

Project Name: Fulton Homes Escalante - Phase 1A 158 Ave & Tract G

Council District: 1

City Council Date: **August 18, 2020**

Planner: Sergio Angulo, Planner II

Owner: Fulton Homes Corporation

Applicant: Brian Nicholls of EPS Group, Inc.

Request: Final (Master) Plat for the dedication of 158th Lane and to establish parcel boundaries for future development parcels.

Site Location: North of Pinnacle Peak Road and west of 155thAvenue.

Site Size: 185.157 acres (approx.)

Density: N/A

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the latest amendment to the Altamira PAD as approved under case FS18-488.
- The Final Plat is consistent with the Preliminary Plat approved under case FS16-301.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

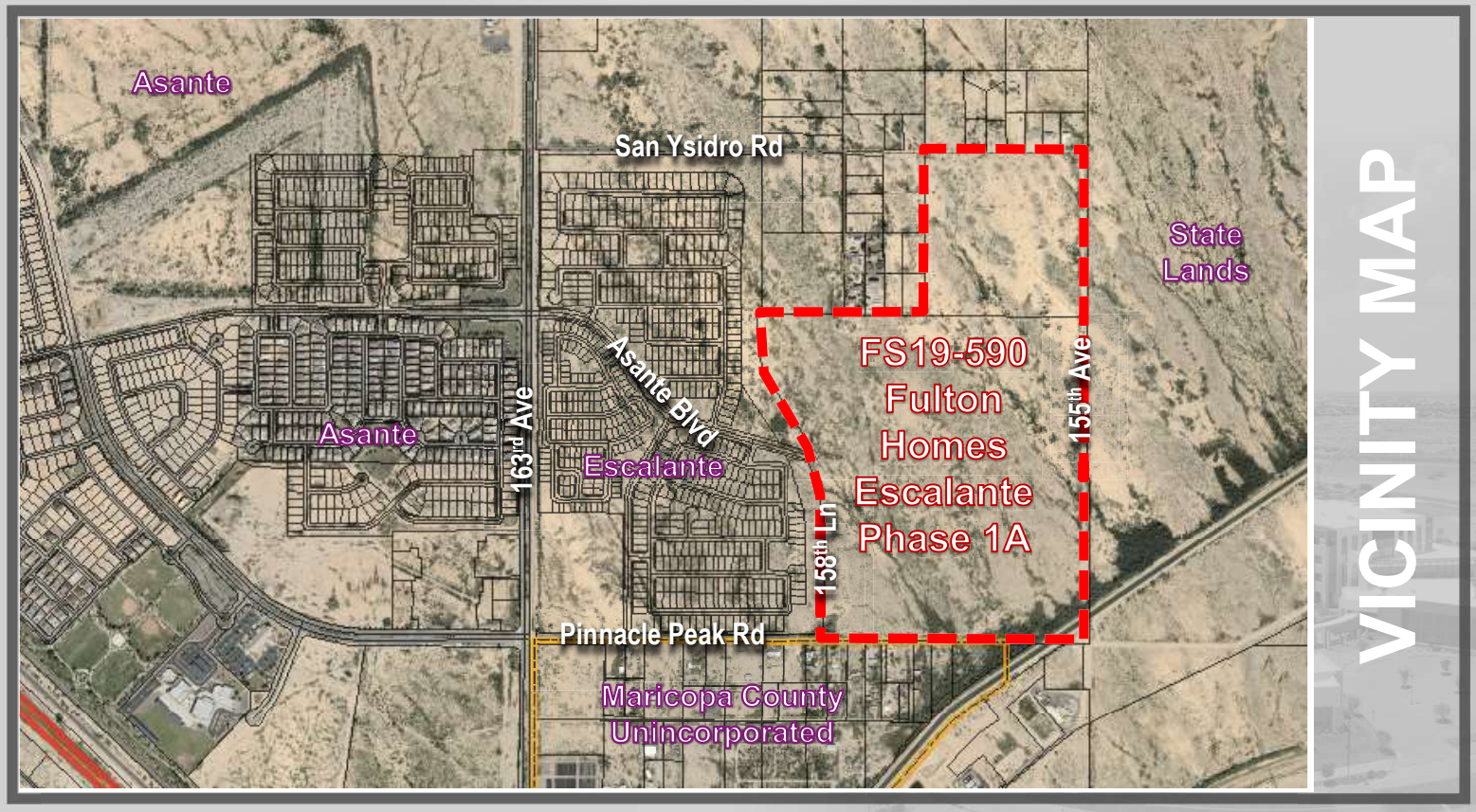
EPS Group, Inc., on behalf of Fulton Homes Corporation, requests approval of the Escalante Master Plat – Phase 1. The subject property is approximately 185.157 acres and it is located north of Pinnacle Peak Road and west of 155thAvenue in the Escalante development. The subject property is zoned PAD and has a land use designation of Single-Family Residential.

This Final Plat dedicates the right-of-way for 158th Lane north of Pinnacle Peak and the right-of-way for a portion of Asante Boulevard. This plat also sets the location and boundary for future development parcels within the Escalante development. These include development parcels 6-10 (Tracts E, F, H, and I), an aquatic center (Tract D), the street locations for Asante Boulevard (Tract G1) and for Pinnacle Peak Road and 155th Avenue (Tract G2) east of 158th Lane.

The proposed final plat is in compliance with the latest amendment to the Altamira PAD (case FS18-488) and the preliminary plat approved under case FS16-301.

Attachments:

01 Vicinity Map
02 Final Plat


Asante
San Ysidro Rd
State Lands
FS19-590
Fulton Homes
Escalante
Phase 1A
Asante Blvd
163rd Ave
155th Ave
158th Ln
Asante
Escalante
Pinnacle Peak Rd
Maricopa County
Unincorporated
VICINITY MAP

ESCALANTE MASTER PLAT - PHASE 1

BEING A RE-SUBDIVISION OF A PORTION OF TRACTS E, F AND G OF "VERDUGO MASTER PLAT" AS RECORDED IN BOOK 1362, PAGE 45, MARICOPA COUNTY RECORDS, A PORTION OF TRACT L OF THE FINAL PLAT OF "FULTON HOMES ESCALANTE - PARCEL 3" AS RECORDED IN BOOK 1429, PAGE 50, MARICOPA COUNTY RECORDS, AND A PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER, BEING WITHIN A PORTION OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

RECEIVED
06/23/2020

LEGAL DESCRIPTION

A PORTION OF TRACTS E, F AND G OF "VERDUGO MASTER PLAT" AS RECORDED IN BOOK 1362, PAGE 45, MARICOPA COUNTY RECORDS, A PORTION OF TRACT L OF THE FINAL PLAT OF "FULTON HOMES ESCALANTE – PARCEL 3" AS RECORDED IN BOOK 1429, PAGE 50, MARICOPA COUNTY RECORDS, AND A PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER, BEING WITHIN A PORTION OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7, FROM WHICH THE SOUTH QUARTER CORNER THEREOF BEARS NORTH 89 DEGREES 38 MINUTES 52 SECONDS WEST, 2634.92 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 52 SECONDS WEST, 2041.40 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 38 MINUTES 52 SECONDS WEST, 59.98 FEET TO THE SOUTHEAST CORNER OF VERDUGO MASTER PLAT AS RECORDED IN BOOK 1362, PAGE 45, OFFICE OF THE MARICOPA COUNTY RECORDER;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00 DEGREES 21 MINUTES 39 SECONDS EAST, 55.00 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 52 SECONDS WEST, 60.00 FEET;

THENCE NORTH 45 DEGREES 21 MINUTES 24 SECONDS EAST, 25.09 FEET ALONG SAID EASTERLY LINE TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 32 DEGREES 00 MINUTES 29 SECONDS EAST A DISTANCE OF 294.00 FEET;

THENCE NORTHWESTERLY 221.70 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43 DEGREES 12 MINUTES 20 SECONDS;

THENCE NORTH 14 DEGREES 47 MINUTES 12 SECONDS WEST, 50.57 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 39 SECONDS EAST, 533.66 FEET;

THENCE NORTH 02 DEGREES 54 MINUTES 44 SECONDS WEST, 53.09 FEET;

THENCE NORTH 04 DEGREES 17 MINUTES 12 SECONDS WEST, 64.07 FEET;

THENCE NORTH 06 DEGREES 27 MINUTES 35 SECONDS WEST, 58.43 FEET;

THENCE NORTH 08 DEGREES 26 MINUTES 12 SECONDS WEST, 53.01 FEET;

THENCE NORTH 10 DEGREES 18 MINUTES 49 SECONDS WEST, 52.79 FEET;

THENCE SOUTH 88 DEGREES 55 MINUTES 51 SECONDS WEST, 12.78 FEET TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 79 DEGREES 25 MINUTES 56 SECONDS WEST A DISTANCE OF 1700.00 FEET;

THENCE NORTHWESTERLY 410.47 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 50 MINUTES 03 SECONDS;

THENCE ON A NON–TANGENT LINE NORTH 73 DEGREES 12 MINUTES 41 SECONDS WEST, 37.34 FEET TO THE POINT ON THE EAST RIGHT–OF–WAY LINE OF ASANTE BOULEVARD AS RECORDED IN BOOK 1429, PAGE 48, OFFICE OF THE MARICOPA COUNTY RECORDER;

THENCE NORTH 16 DEGREES 47 MINUTES 19 SECONDS EAST, 80.00 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE EAST LINE OF SAID VERDUGO MASTER PLAT;

THENCE NORTH 73 DEGREES 12 MINUTES 41 SECONDS WEST, 452.80 FEET;

THENCE NORTH 16 DEGREES 49 MINUTES 13 SECONDS EAST, 226.91 FEET TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 73 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 503.40 FEET;

THENCE NORTHEASTERLY 152.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 23 MINUTES 43 SECONDS;

THENCE ON A NON–TANGENT LINE NORTH 00 DEGREES 25 MINUTES 00 SECONDS WEST, 70.94 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 48 SECONDS EAST, 181.85 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS EAST, 146.16 FEET;

THENCE SOUTH 67 DEGREES 19 MINUTES 53 SECONDS EAST, 6.30 FEET;

THENCE NORTH 07 DEGREES 54 MINUTES 47 SECONDS WEST, 40.48 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS EAST, 60.09 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 19 SECONDS WEST, 19.82 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 41 SECONDS WEST, 164.35 FEET;

THENCE NORTH 45 DEGREES 02 MINUTES 20 SECONDS EAST, 56.36 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7,

THENCE SOUTH 89 DEGREES 42 MINUTES 09 SECONDS EAST, 1315.22 FEET ALONG SAID NORTHERLY LINE;

THENCE NORTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, 659.40 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 09 SECONDS WEST, 659.47 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 45 SECONDS EAST, 333.45 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 32 SECONDS EAST, 323.72 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 41 SECONDS EAST, 656.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 7;

THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 659.85 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 50 SECONDS EAST, 659.68 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 7;

THENCE SOUTH 00 DEGREES 12 MINUTES 27 SECONDS EAST, 2353.73 FEET;

THENCE SOUTH 56 DEGREES 01 MINUTES 53 SECONDS WEST, 505.79 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 7;

THENCE NORTH 89 DEGREES 38 MINUTES 52 SECONDS WEST, 1620.89 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7, FROM WHICH THE SOUTH QUARTER CORNER THEREOF BEARS NORTH 89 DEGREES 38 MINUTES 52 SECONDS WEST, 2634.92 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 52 SECONDS WEST, 173.98 FEET ALONG THE SOUTHERLY LINE OF SAID SECTION 7;

THENCE NORTH 56 DEGREES 01 MINUTES 55 SECONDS EAST, 209.26 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 7;

THENCE SOUTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, 117.99 FEET ALONG SAID EASTERLY LINE OF SECTION 7 TO THE POINT OF BEGINNING.

RELEASE OF LIABILITY

FULTON HOMES CORPORATION, AN ARIZONA 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 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.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, ("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 ANY NEWLY DEDICATED RIGHT–OF–WAY AS SHOWN ON THIS FINAL PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID FINAL PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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.

NOTES

1. NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "A" AND ZONE "X"," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
3. IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42–11102, 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 #14751AND14710, WHEN APPLICABLE. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE VERDUGO PRELIMINARY PLAT, APPROVED 08–28–2015 UNDER CASE FS14–159.
5. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH PRELIMINARY PLAT APPROVED UNDER CASE FS14–159.
6. DEVELOPMENT STANDARDS ARE PER THE VERDUGO PAD CASE FS14–159 OR AS SUBSEQUENTLY AMENDED.

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.

BASIS OF BEARINGS

SOUTH 89 DEGREES 38 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST AS SHOWN IN BOOK 1430, PAGE 7, MARICOPA COUNTY RECORDS.

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 _____ _____ 20__.

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS § 45–576.

RIGHT OF WAY TABLE

STREET	USE	AREA (SF)	AREA (AC)
158TH LANE	PUBLIC RIGHT–OF–WAY	167,898	3.8544

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	OPEN SPACE / DRAINAGE / LANDSCAPING / **PUE	212,007	4.8670
TRACT B	OPEN SPACE / DRAINAGE / LANDSCAPING / **PUE	27,489	0.6311
TRACT C	OPEN SPACE / DRAINAGE / LANDSCAPING / **PUE	29,295	0.6725
TRACT D	OPEN SPACE / DRAINAGE / LANDSCAPING / **PUE	404,814	9.2933
TRACT E	OPEN SPACE / DRAINAGE / LANDSCAPING / **PUE	1,753,764	40.2609
TRACT F	OPEN SPACE / DRAINAGE / LANDSCAPING / **PUE	1,560,520	35.8246
TRACT G1	OPEN SPACE / DRAINAGE / LANDSCAPING	190,985	4.3844
TRACT G2	OPEN SPACE / DRAINAGE / LANDSCAPING	465,217	10.6799
TRACT H	OPEN SPACE / DRAINAGE / LANDSCAPING / **PUE	1,876,586	43.0805
TRACT I	OPEN SPACE / DRAINAGE / LANDSCAPING / **PUE	1,534,509	35.2275
TRACT J	OPEN SPACE / DRAINAGE / LANDSCAPING	10,263	0.2356

NET AREA: 8,065,449 SQUARE FEET OR 185.1572 ACRES

NOTES

1. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
2. ** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERISK **) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. OTHER "USES" LISTED ABOVE ARE COMMON AREA.

DEVELOPER / OWNER

FULTON HOMES OF ARIZONA
9140 S. KYRENE, SUITE 202,
TEMPE, AZ 85284
PHONE: (480) 753–6789

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT FULTON HOMES OF ARIZONA, AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME "ESCALANTE MASTER PLAT – PHASE 1", A FINAL PLAT BEING A RE–SUBDIVISION OF A PORTION OF TRACTS E, F AND G OF "VERDUGO MASTER PLAT" AS RECORDED IN BOOK 1362, PAGE 45, MARICOPA COUNTY RECORDS, A PORTION OF TRACT L OF THE FINAL PLAT OF "FULTON HOMES ESCALANTE – PARCEL 3" AS RECORDED IN BOOK 1429, PAGE 50, MARICOPA COUNTY RECORDS, AND A PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER, BEING WITHIN A PORTION OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE "ESCALANTE MASTER PLAT – PHASE 1" AND DECLARES THAT THIS FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/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.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL 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.

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.

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.

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

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.

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 _____ 2020.

FULTON HOMES OF ARIZONA, AN ARIZONA CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____ 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE _____ OF **FULTON HOMES OF ARIZONA, AN ARIZONA CORPORATION,** AND BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

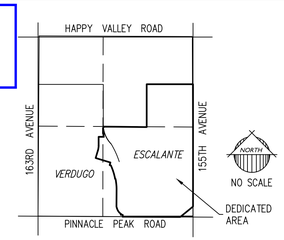
MY COMMISSION EXPIRES: _____

CERTIFICATION

I, ROBERT A. JOHNSTON HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2019; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

LAND SURVEYOR:
ROBERT A. JOHNSTON, RLS 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD SUITE. 120
MESA, AZ 85201

SURPRISE PLANNING CASE: FS19–590



VICINITY MAP

SECTION 7
T4N, R1W

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m
EPS GROUP

ESCALANTE MASTER PLAT - PHASE 1
SURPRISE, ARIZONA
FINAL PLAT

Project: ESCALANTE

Revisions:
(1) 7/7/2019 ADDRESSED 1ST REVIEW COMMENTS
DATED 9/26/2019
4/9/2020 ADDRESSED 2ND REVIEW COMMENTS
DATED 3/25/2020
6/23/2020 ADDRESSED 3RD REVIEW COMMENTS
DATED 6/15/2020

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: SWR
Reviewed by: RAJ

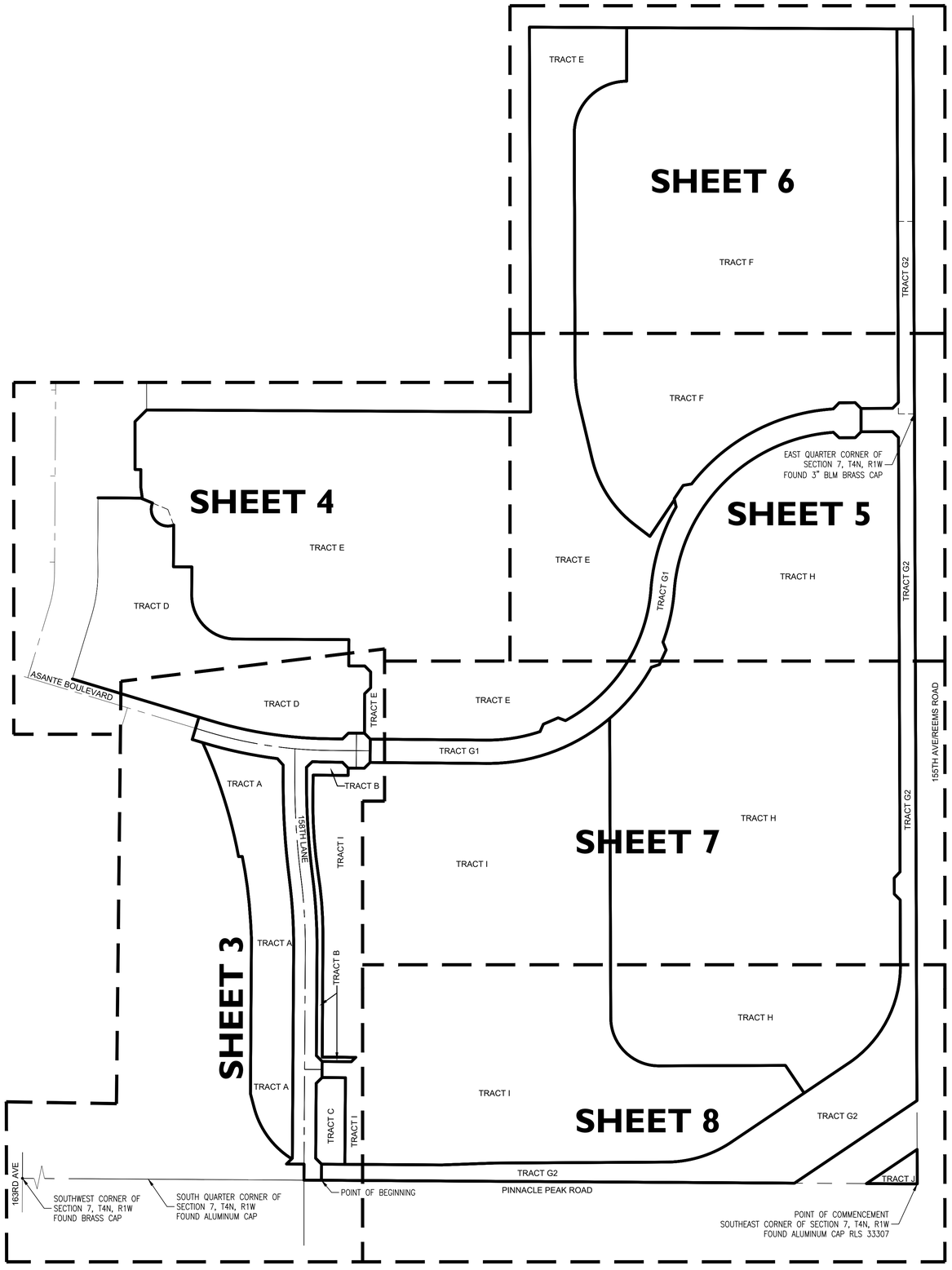
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
ARIZONA U.S.A.

Job No.
18-212

COVER

Sheet No.
1
of 8

Jun 23, 2020 11:00am S:\Projects\2018\18-212\Legal Survey\Dwgs\Final Plats\Infra PH1\18-212 Plat Infra PH1.dwg
ltokos



EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

ESCALANTE MASTER PLAT - PHASE I

SURPRISE, ARIZONA

FINAL PLAT

Project:

Revisions:

11/7/2019 ADDRESSED 1ST REVIEW COMMENTS
DATED 9/26/2019
4/9/2020 ADDRESSED 2ND REVIEW COMMENTS
DATED 3/25/2020
6/23/2020 ADDRESSED 3RD REVIEW COMMENTS
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ARIZONA 811 (Arizona Blue Stake, Inc.)
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: SWR
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
ARIZONA U.S.A.

Job No.
18-212

PLAT

Sheet No.
2
of 8

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SEE SHEET 4

SEE SHEET 7

SEE BELOW LEFT

SEE ABOVE RIGHT

TRACT D

TRACT E

TRACT G1

TRACT A

TRACT B

TRACT G

TRACT H
FULTON HOMES ESCALANTE
PARCEL 1
BOOK 1430, PAGE 7, MCR

TRACT I
APN: 503-56-005C

TRACT C

TRACT G2

ASANTE BOULEVARD
MAP OF DEDICATION
BOOK 1429, PAGE 48, MCR

158TH LANE

159TH LANE
BOOK 1430, PAGE 2, MCR

159TH AVENUE
BOOK 1430, PAGE 2, MCR

163RD AVE

SOFT WIND DRIVE
BOOK 1430, PAGE 2, MCR

PINNACLE PEAK ROAD

TRACT G
FULTON HOMES ESCALANTE
PARCEL 2
BOOK 1430, PAGE 2, MCR

LOT 175
FULTON HOMES ESCALANTE
PARCEL 2
BOOK 1430, PAGE 2, MCR

LOT 176
FULTON HOMES ESCALANTE
PARCEL 2
BOOK 1430, PAGE 2, MCR

LOT 177
FULTON HOMES ESCALANTE
PARCEL 2
BOOK 1430, PAGE 2, MCR

LOT 178
FULTON HOMES ESCALANTE
PARCEL 2
BOOK 1430, PAGE 2, MCR

LOT 179
FULTON HOMES ESCALANTE
PARCEL 2
BOOK 1430, PAGE 2, MCR

LOT 180
FULTON HOMES ESCALANTE
PARCEL 2
BOOK 1430, PAGE 2, MCR

LOT 64
FULTON HOMES ESCALANTE
PARCEL 1
BOOK 1430, PAGE 7, MCR

LOT 63
FULTON HOMES ESCALANTE
PARCEL 1
BOOK 1430, PAGE 7, MCR

LOT 62
FULTON HOMES ESCALANTE
PARCEL 1
BOOK 1430, PAGE 7, MCR

LOT 61
FULTON HOMES ESCALANTE
PARCEL 1
BOOK 1430, PAGE 7, MCR

LOT 60
FULTON HOMES ESCALANTE
PARCEL 1
BOOK 1430, PAGE 7, MCR

TRACT A
VERDUGO MASTER PLAT
BOOK 1362, PAGE 45, MCR

HERNANDEZ CASIMIRO
APN: 503-57-035

SOLIS MARIANO/CYNTHIA
APN: 503-57-033B

FERNANDEZ CARMEN R
APN: 503-57-009W

1' VNAE
BOOK 1362,
PAGE 45, MCR

63' ACCESS AND UTILITY EASEMENT
DOC. 2009-0787485, MCR

40' EASEMENT FOR HIGHWAY PURPOSES
DOCKET 10260, PAGE 1332, MCR

8' PUE
BOOK 1428,
PAGE 561, MCR

8' PUE
BOOK 1430,
PAGE 2, MCR

S73°12'41"W 452.80'

S73°12'41"E 42.01'

S73°12'41"E 196.34'

S73°12'41"E 238.35'

N73°12'41"W 42.01'

N18°47'19"E 80.00'

37.34'

4.67'

L=415.60' R=1460.00' D=16°18'34"

L=426.98' R=1500.00' D=16°18'34"

L=306.10'

L=257.57' R=1540.00' D=9°34'58"

L=120.88'

S41°32'04"E 29.90'

N46°35'59"E 27.54'

N0°05'49"E 57.74'

N0°05'49"E 113.96'

N0°05'49"E 50.92'

L=410.41' R=1100.00' D=21°22'55"

L=60.49', R=1540.00' D=2°15'02"

L=229.47' R=2540.00' D=5°10'55"

L=324.29' R=2500.00' D=7°25'55"

L=319.10' R=2460.00' D=7°25'55"

S0°17'51"W 55.00'

S45°17'51"W 28.28'

S0°17'51"W 135.54'

N89°31'15"W 55.00'

S89°31'15"E 42.21'

N45°23'18"E 28.24'

S44°36'42"E 28.33'

398.43'

N89°31'15"W

27.50'

27.50'

40.00'

89.83'

S89°31'15"E 137.27'

47.44'

N89°31'15"W 42.33'

N0°17'51"E 60.00'

N0°28'45"E 60.01'

S0°23'05"W 80.00'

N89°31'15"W

398.29'

S45°28'45"W 28.29'

N89°31'15"W 55.00'

S0°28'45"W 24.99'

N89°31'15"W 120.00'

N44°31'15"W 28.29'

S0°28'45"W 108.13'

S1°12'08"E 56.43'

S2°26'43"E 96.43'

S5°40'49"E 96.43'

S7°54'19"E 96.43'

S9°09'55"E 52.60'

S5°44'09"E 52.42'

S5°05'55"E 52.42'

S88°55'51"W 12.78'

S79°25'59"W (RADIAL)

N10°18'49"W 52.79'

N8°26'12"W 53.01'

N6°27'35"W 56.43'

N4°17'12"W 64.07'

N4°17'12"W 64.07'

N2°54'44"W 53.09'

L=249.84' R=1860.00' D=7°41'45"

L=255.21' R=1900.00' D=7°41'45"

L=260.58' R=1940.00' D=7°41'45"

S1°17'40"E 52.42'

S0°17'41"W 53.00'

S0°21'39"W 359.56'

S0°21'39"W 371.50'

N0°21'39"E 533.66'

N0°21'39"E 711.54'

N0°21'39"E 786.52'

S89°38'21"E 115.00'

S44°38'21"E 28.29'

N89°38'21"W 100.00'

S45°21'39"W 21.21'

N89°38'21"W 60.00'

S0°21'39"W 55.00'

S45°21'39"W 28.29'

S89°38'21"E 80.00'

S0°21'39"W 256.97'

S0°21'39"W 296.94'

379.46'

N14°47'12"W 50.57'

L=212.70' R=284.00' D=42°52'03"

N32°00'29"E (RADIAL)

3.19'

25.09'

N45°21'24"E 28.29'

N89°38'52"W 60.00'

N0°21'39"E 55.00'

N89°38'52"W 59.98'

S0°21'08"W 55.00'

N44°38'06"W 28.25'

80.02'

332.93'

S89°38'52"E

S89°38'52"E

117.99'

N89°37'50"W 1893.34'

SOUTHWEST CORNER OF
SECTION 7, T4N, R1W
FOUND BRASS CAP

SOUTH QUARTER CORNER OF
SECTION 7, T4N, R1W
FOUND ALUMINUM CAP

N89°38'52"W 2634.92'
(BASIS OF BEARINGS)

533.54'

POINT OF BEGINNING

1620.89'

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 7, T4N, R1W
FOUND ALUMINUM CAP RLS 33307

NORTH

50 0 50 100
scale feet

ABBREVIATIONS

R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
APN	ASSESSORS PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
BLM	BUREAU OF LAND MANAGEMENT

LEGEND

- RIGHT OF WAY/TRACT LINE
- EASEMENT LINE
- PARCEL LINE
- EXISTING LOT LINE
- SECTION LINE
- EXISTING STREET CENTERLINE
- EXISTING EASEMENT LINE
- EXISTING R/W
- FOUND BRASS IN HAND HOLE
- FOUND BRASS/ALUMINUM CAP FLUSH AS NOTED
- INTERIOR MONUMENT, SET BRASS CAP PER MAG STANDARD DETAIL 220
- SET REBAR WITH CAP, RLS 37495
- FOUND MONUMENT AS NOTED

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project:
ESCALANTE MASTER PLAT - PHASE I
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
11/7/2019 ADDRESSED 1ST REVIEW COMMENTS
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4/9/2020 ADDRESSED 2ND REVIEW COMMENTS
DATED 3/25/2020
6/23/2020 ADDRESSED 3RD REVIEW COMMENTS
DATED 6/18/2020

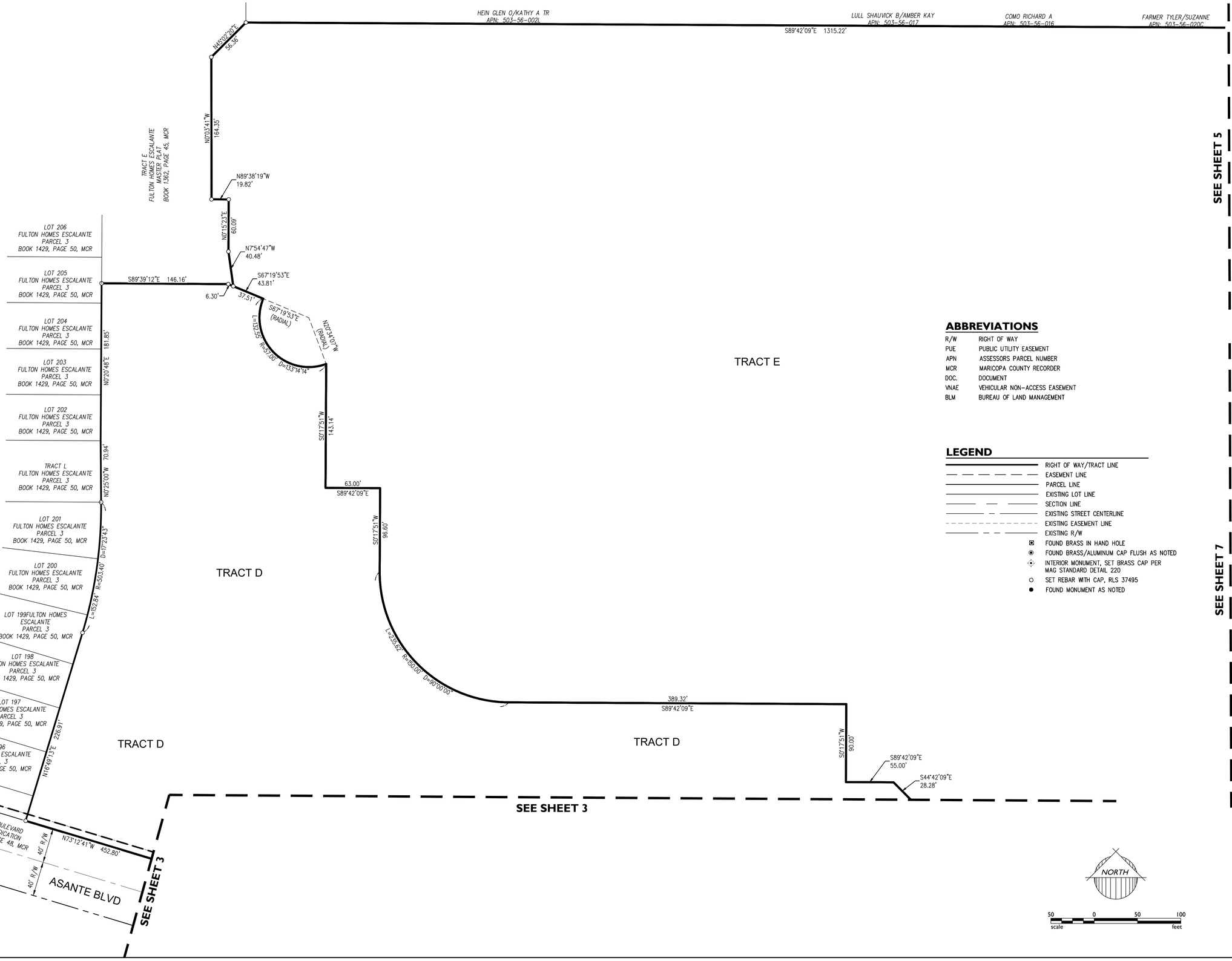
Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602)263-1100

Drawn by: SWR
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON

Job No.
18-212
PLAT
Sheet No.
3
of 8

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ESCALANTE MASTER PLAT - PHASE I
SURPRISE, ARIZONA

FINAL PLAT

Project:

Revisions:

11/7/2019 ADDRESSED 1ST REVIEW COMMENTS
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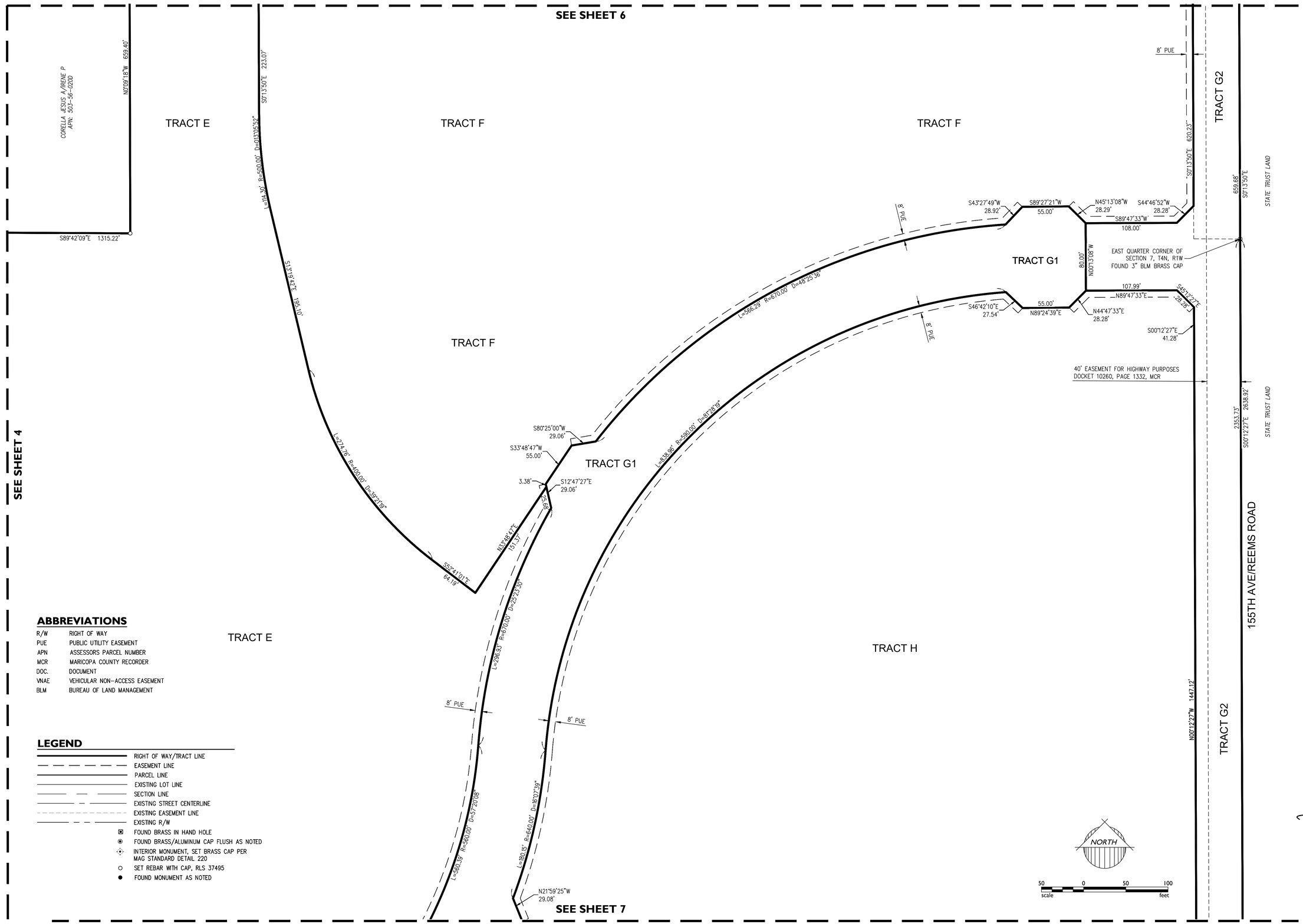
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ARIZONA U.S.A.

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PLAT

Sheet No.
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of 8

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ABBREVIATIONS

R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
APN	ASSESSORS PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
BLM	BUREAU OF LAND MANAGEMENT

LEGEND

- RIGHT OF WAY/TRACT LINE
- EASEMENT LINE
- PARCEL LINE
- EXISTING LOT LINE
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Sheet No.
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of 8

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FIORETTO JOSEPH/CHARLOTTE APN: 503-56-012

VALLEY FRAMING LLC APN: 503-56-028

VALLEY FRAMING LLC APN: 503-56-029

BROST ROBERT/DONNA L APN: 503-56-021

BROST ROBERT/DONNA L APN: 503-56-022

MILLIKAN KRISTY APN: 503-56-015A

UDALL BRIAN K APN: 503-56-015G

MCQUEEN MICHAEL S/DELENE K TR APN: 503-56-015H

HARRIS CODY T APN: 503-56-014

NE COR. SECT. 7, T.4N, R.1W. 2"ALUM. CAP RLS 36562

N00°12'44"W 1318.84'

S89°41'45"E 333.45'

S89°45'32"E 323.72'

601.94'

S89°44'41"E 656.94'

55.00'

S0°14'28"W 183.76'

TRACT E

TRACT F

TRACT F

TRACT G2

8' PUE

L=282.72' R=180.00' D=89°59.31'

PENSCO TRUST COMPANY LLC/TAPROOT-HIGLEY LLC APN: 503-56-010

N0°10'09"W 659.47'

S0°12'09"E 660.30'

659.85'

S0°12'09"E

STATE TRUST LAND

TRACT F

S0°13'21"E 311.49'

155TH AVE/REEMS ROAD

8' PUE

659.68'

S0°13'50"E

STATE TRUST LAND

40' EASEMENT FOR HIGHWAY PURPOSES DOCKET 10260, PAGE 1332, MCR

HOOKS RUSSELL W/ERIN L APN: 503-56-020B

N0°09'18"W 659.40'

TRACT E

S0°11'05"E 276.53'

TRACT F

TRACT F

S0°13'50"E 620.23'

TRACT G2

CORELLA JESUS A/IRENE P APN: 503-56-020D

S0°13'50"E 223.07'

SEE SHEET 5

ABBREVIATIONS

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NORTH

50 0 50 100

scale feet

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ESCALANTE MASTER PLAT - PHASE I

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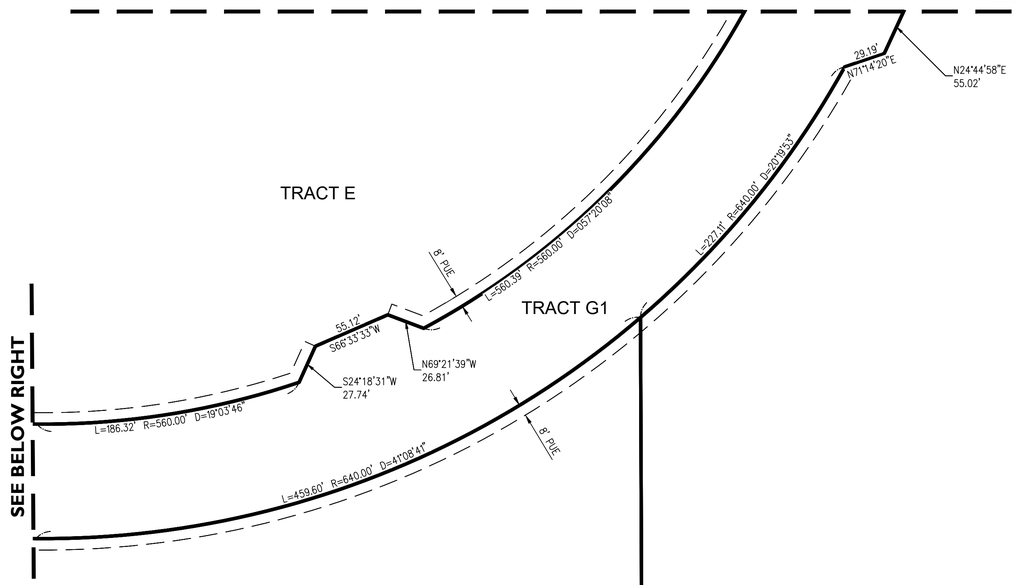
Job No.
18-212

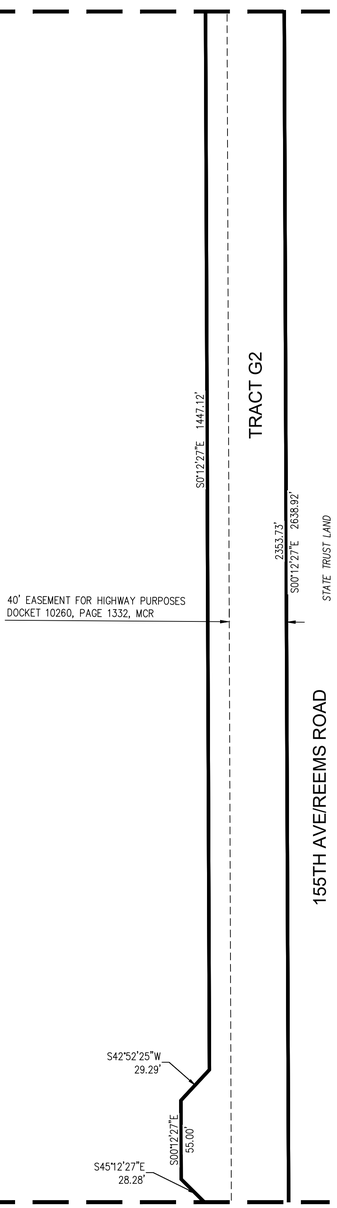
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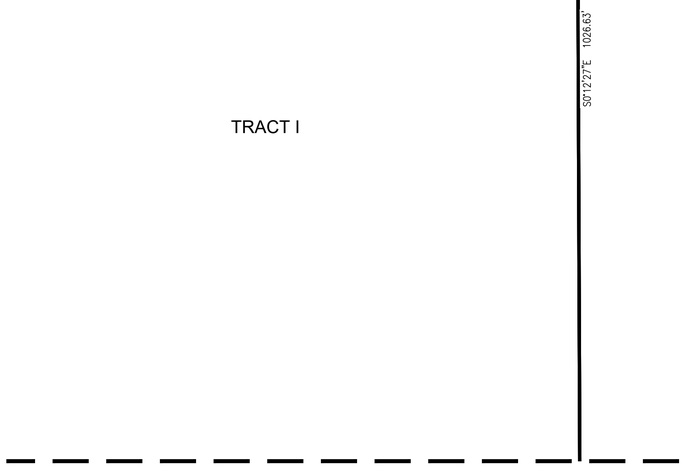
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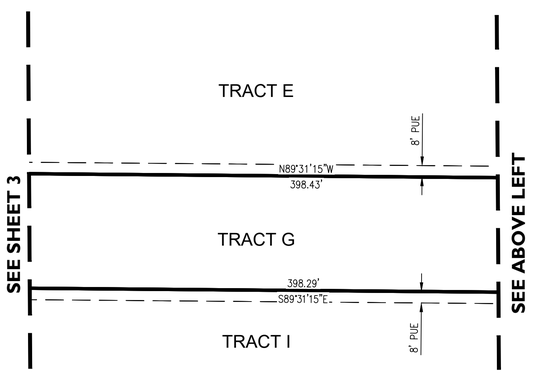
SEE SHEET 5







SEE SHEET 8



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NORTH

50 0 50 100
scale feet

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Drawn by: SWR
Reviewed by: RAJ

REGISTERED LAND SURVEYOR CERTIFICATE NO. 37495 ROBERT A. JOHNSTON

Job No. 18-212

PLAT

Sheet No. 7 of 8

Jun 23, 2020 11:01am S:\Projects\2018\18-212\Legal Survey\Dwgs\Final Plats\Infra PH1\18-212 Plat Infra PH1.dwg
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SEE SHEET 7

TRACT G2

40' EASEMENT FOR HIGHWAY PURPOSES DOCKET 10260, PAGE 1332, MCR

S89°38'52"E 332.93'

S87°58'01"W 179.19'

PINNACLE PEAK ROAD

1620.89'

N89°38'52"W 2634.92' (BASIS OF BEARINGS)

S00°12'27"E 1026.63'

SEE SHEET 3

SEE BELOW LEFT

SOLIS MARIANO/CYNTHIA APN: 503-57-009X

VARGAS ALEJANDRINA HERNANDEZ APN: 503-57-051

VARGAS ALEJANDRINA HERNANDEZ APN: 503-57-052

ABBREVIATIONS

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- SET REBAR WITH CAP, RLS 37495
- FOUND MONUMENT AS NOTED

S0°12'27"E 224.38'

TRACT G2

40' EASEMENT FOR HIGHWAY PURPOSES DOCKET 10260, PAGE 1332, MCR

2353.73'

S00°12'27"E 2638.92'

STATE TRUST LAND

TRACT H

L=396.08' R=402.50' D=56°24'22"

L=259.19' R=165.00' D=90°00'00"

N89°47'33"E 433.00'

114.41'

S33°58'05"E

183.55'

S56°01'55"W

155TH AVE/REEMS ROAD

TRACT I

TRACT G2

40' EASEMENT FOR HIGHWAY PURPOSES DOCKET 10260, PAGE 1332, MCR

350.34'

S56°01'55"W

167.20'

S56°01'53"W 505.78'

BEARDSLEY CANAL R/W BOOK 584 OF MAPS, PAGE 19, MCR

N89°40'46"E 589.75'

L=236.38' R=402.50' D=33°38'51"

N55°01'55"E 209.28'

117.99'

SEE ABOVE RIGHT

TRACT G2

TRACT J

1620.89'

246.53'

173.98'

PASILLAS ANTONIO/AUGUSTIN APN: 503-57-009P

MC REAL ESTATE DEVELOPMENT LLC APN: 503-57-007A

PINNACLE PEAK ROAD

MC REAL ESTATE DEVELOPMENT LLC APN: 503-57-007B, 503-57-007C & 503-57-007D

LENNAR COMMUNITIES DEVELOPMENT INC APN: 503-57-028B

N89°38'52"W 2634.92' (BASIS OF BEARINGS)

BEARDSLEY CANAL R/W BOOK 584 OF MAPS, PAGE 19, MCR

ARIZONA PUBLIC SERVICE COMPANY APN: 503-57-028A

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 7, T4N, R1W
FOUND ALUMINUM CAP RLS 33307

NORTH

50 0 50 100
scale feet

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Project: ESCALANTE MASTER PLAT - PHASE I
SURPRISE, ARIZONA

FINAL PLAT

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Job No.
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PLAT

Sheet No.
8
of 8

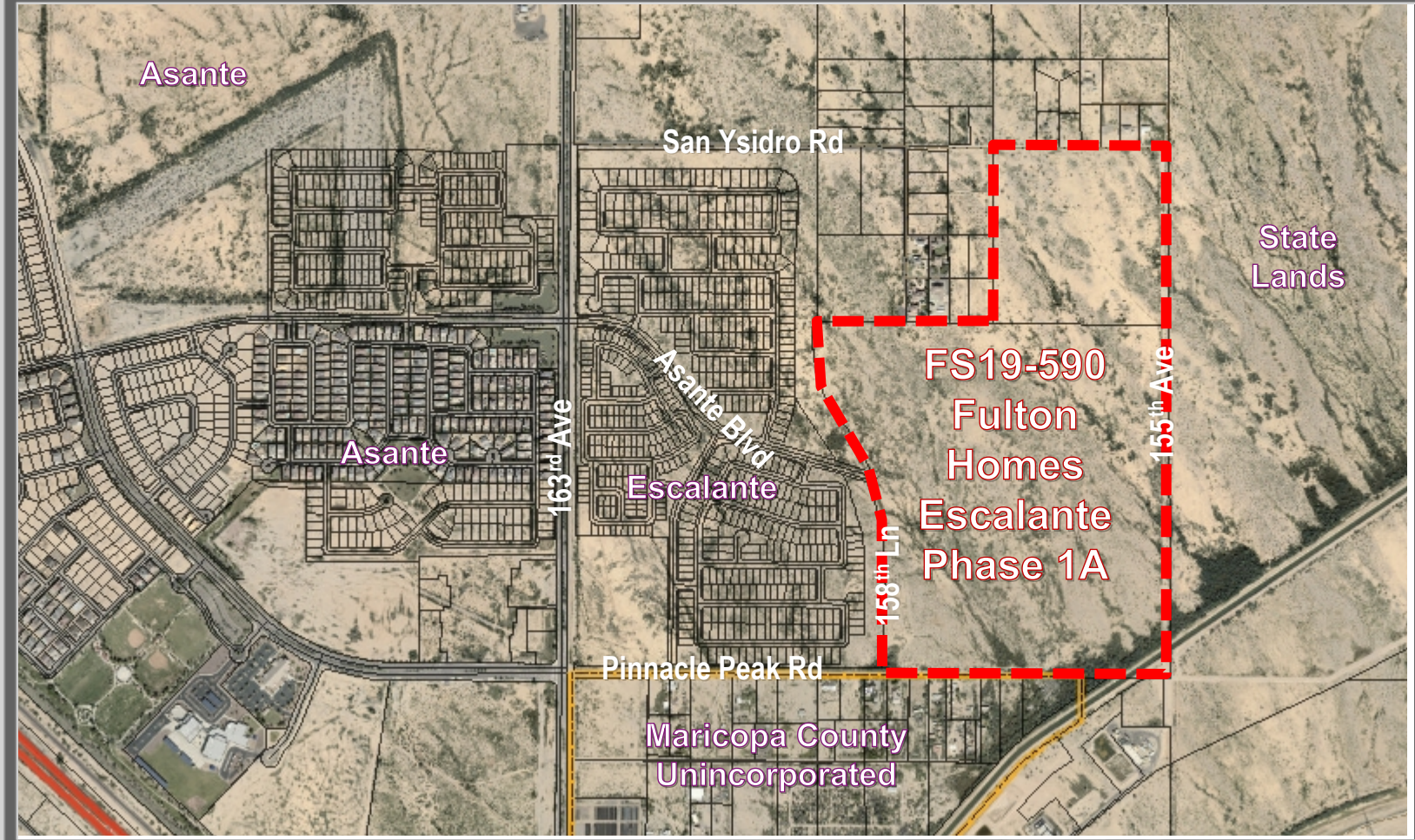
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SURPRISE
ARIZONA

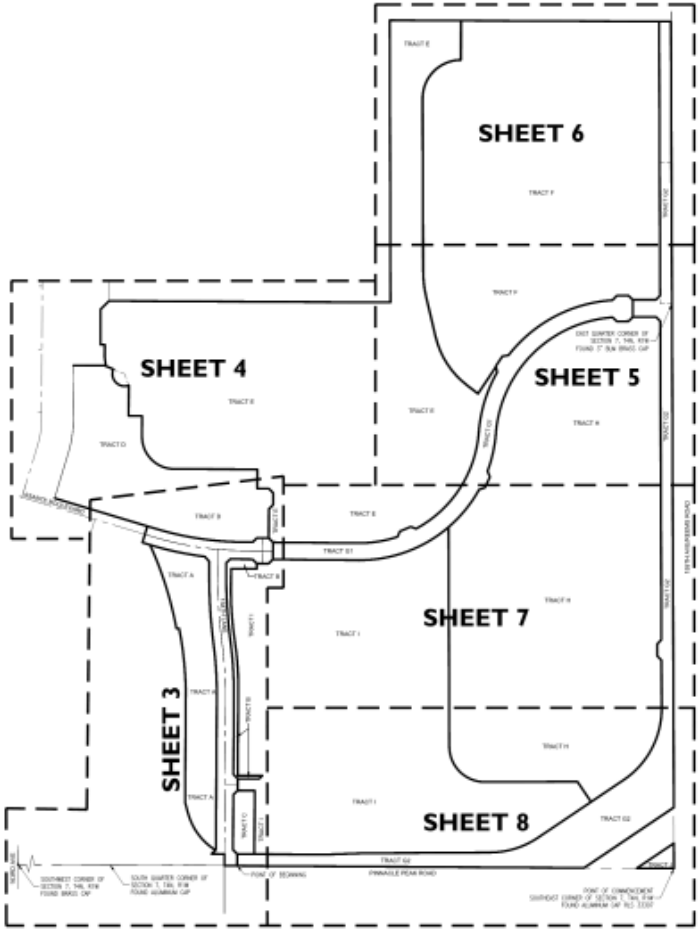
FULTON HOMES ESCALANTE PHASE 1A 158 AVE & TRACT G Final Plat – FS19-590

City Council

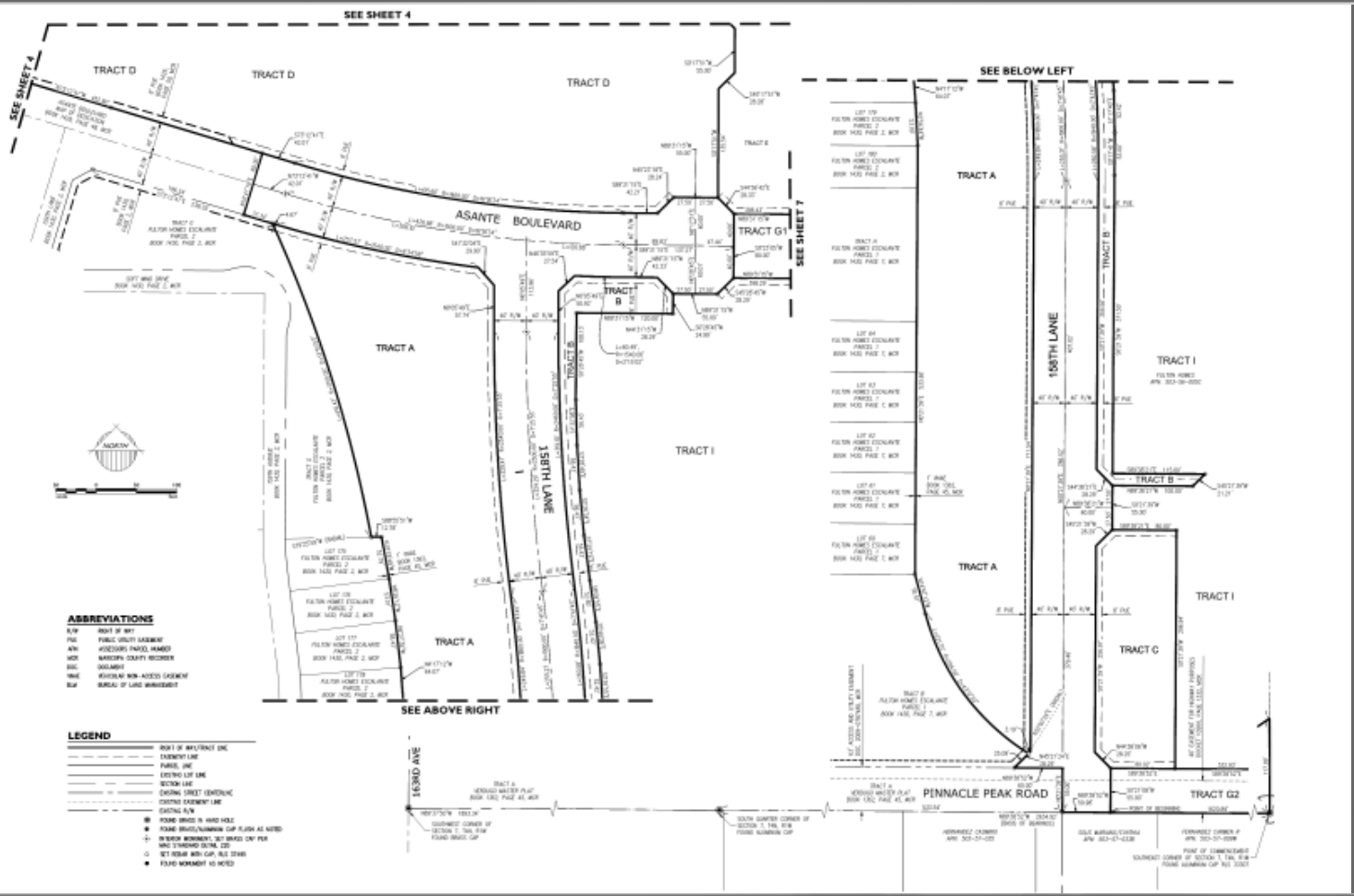
August 18, 2020



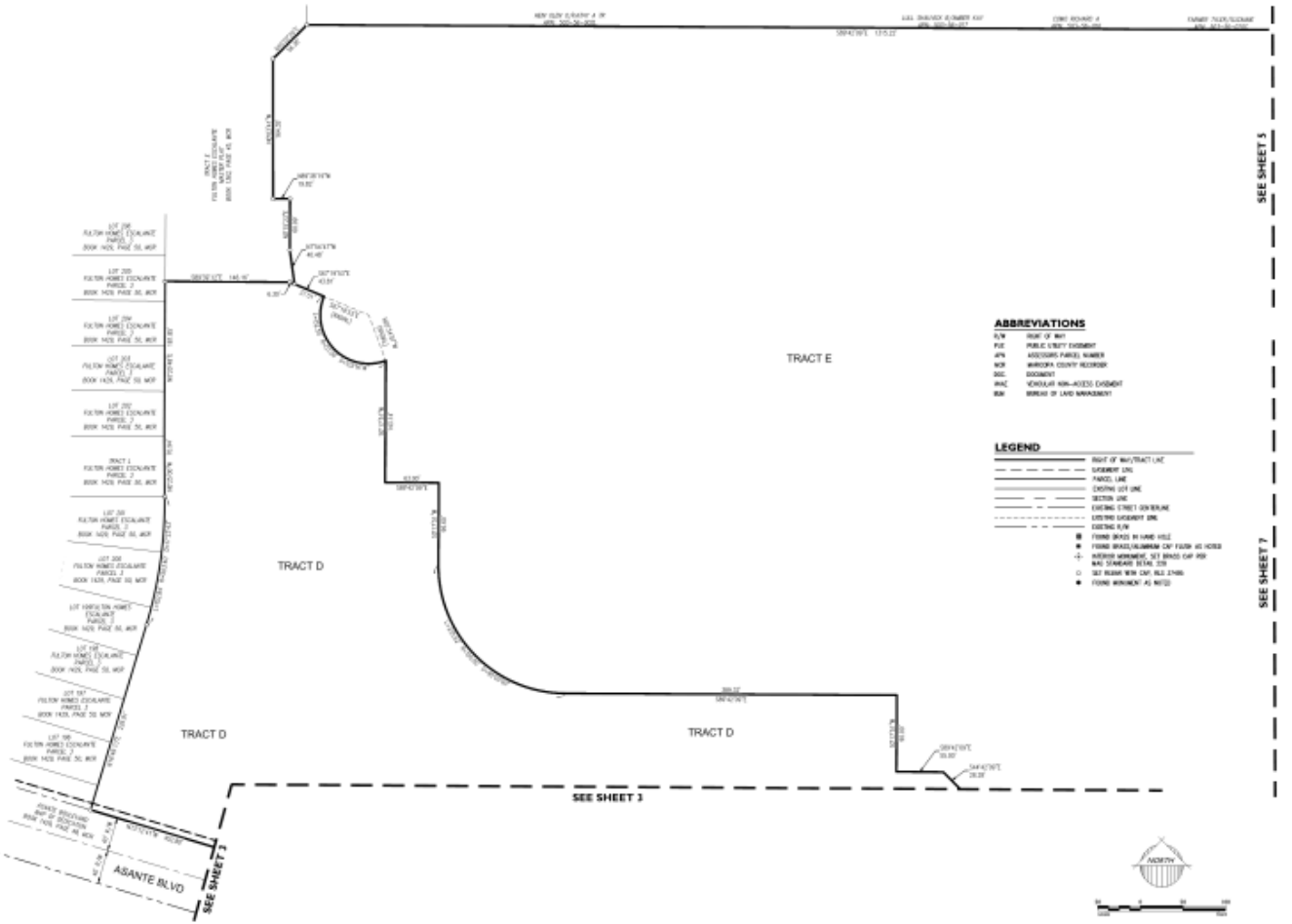
VICINITY MAP



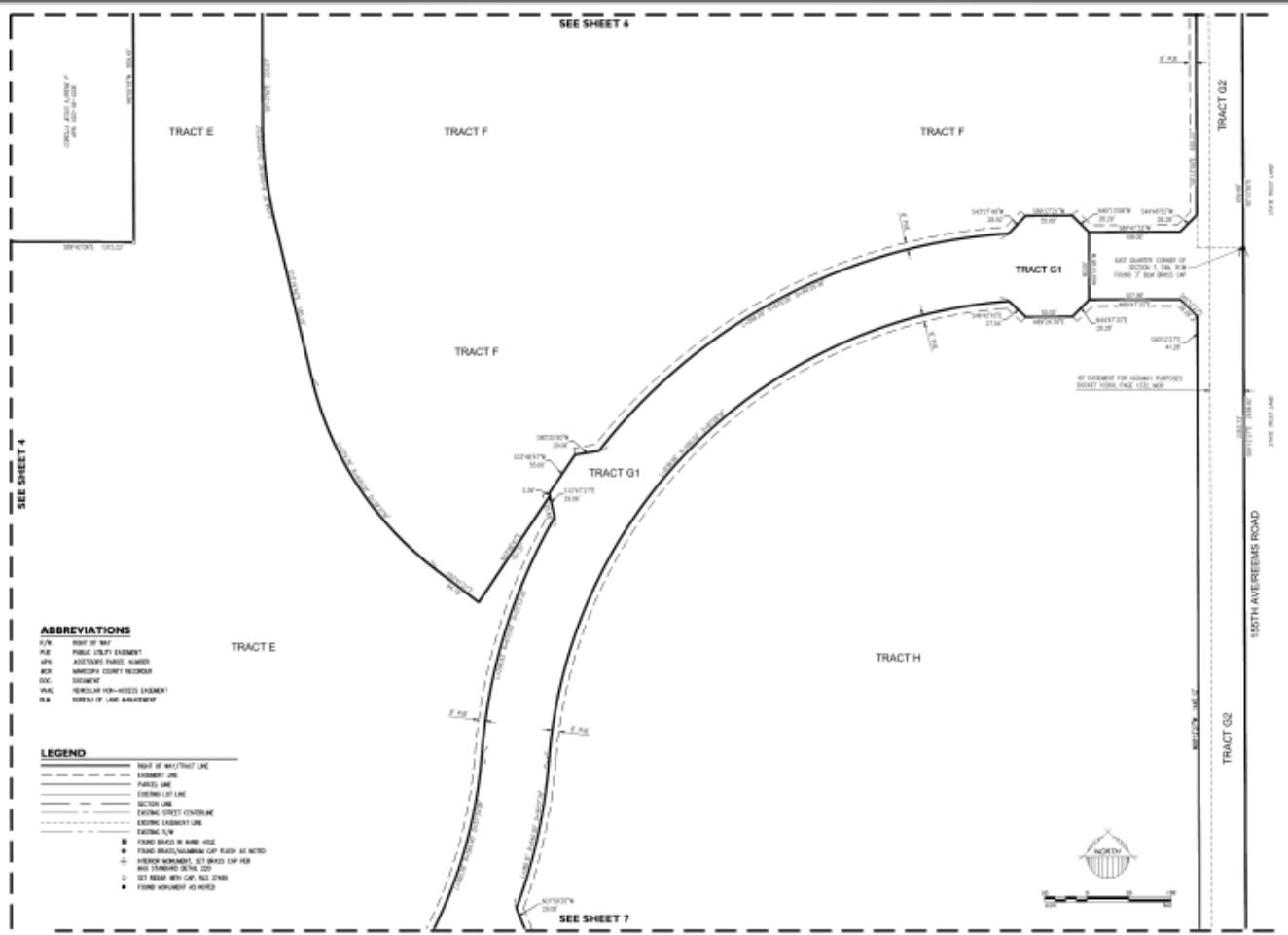
FINAL PLAT


SEE SHEET 4
SEE SHEET 4
TRACT D
TRACT D
TRACT D
ASANTE BOULEVARD
SEE SHEET 7
TRACT G1
TRACT B
TRACT A
TRACT I
158TH LANE
SEE ABOVE RIGHT
SEE BELOW LEFT
TRACT A
TRACT B
158TH LANE
TRACT I
TRACT B
TRACT A
TRACT I
TRACT C
TRACT A
TRACT G2
PENNACLE PEAK ROAD
163RD AVE
NORTH
ABBREVIATIONS
LEGEND

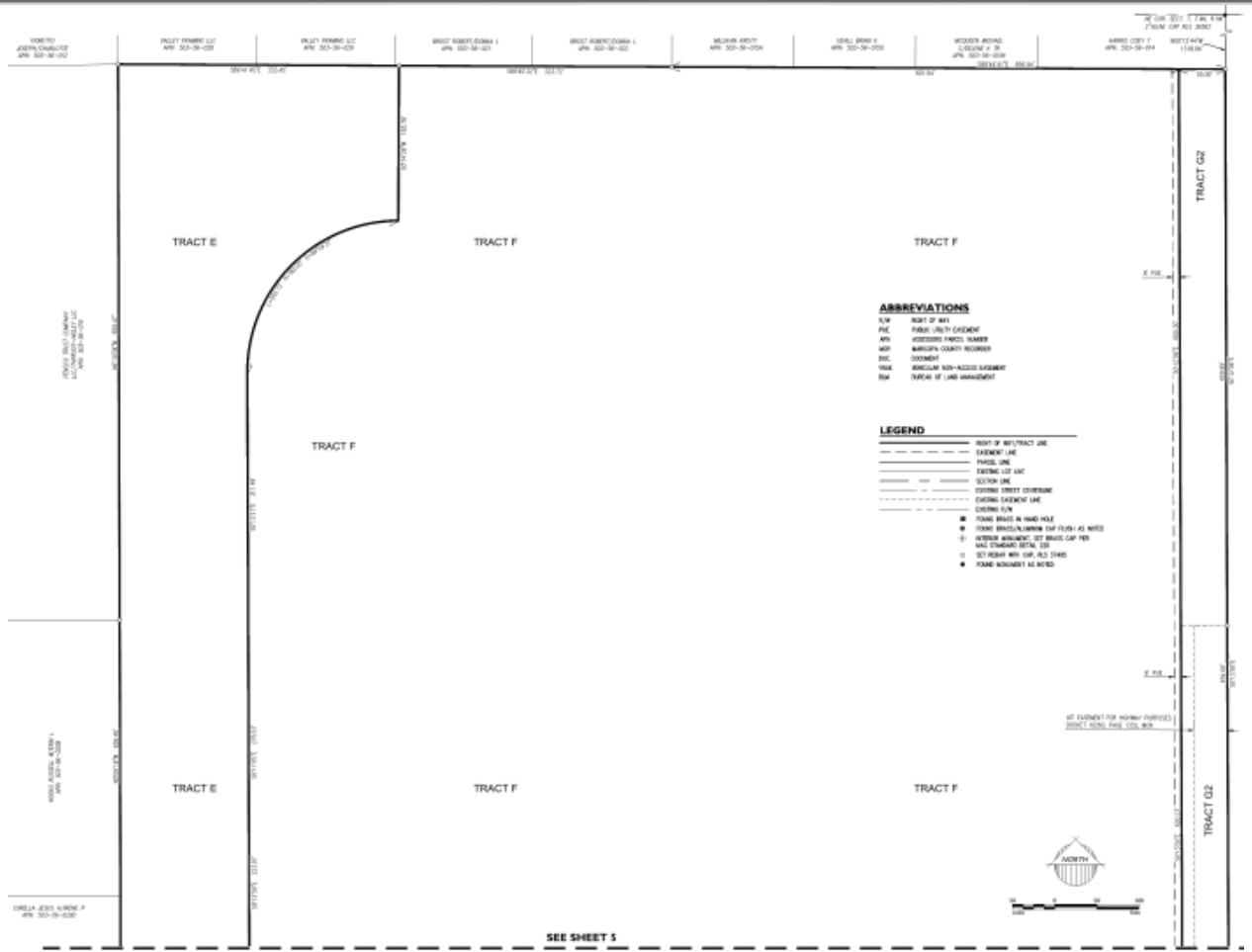
FINAL PLAT


TRACT E
TRACT D
TRACT D
TRACT D
SEE SHEET 5
SEE SHEET 7
SEE SHEET 3
SEE SHEET 7
ASANTE BLVD
ABBREVIATIONS
LEGEND
NORTH

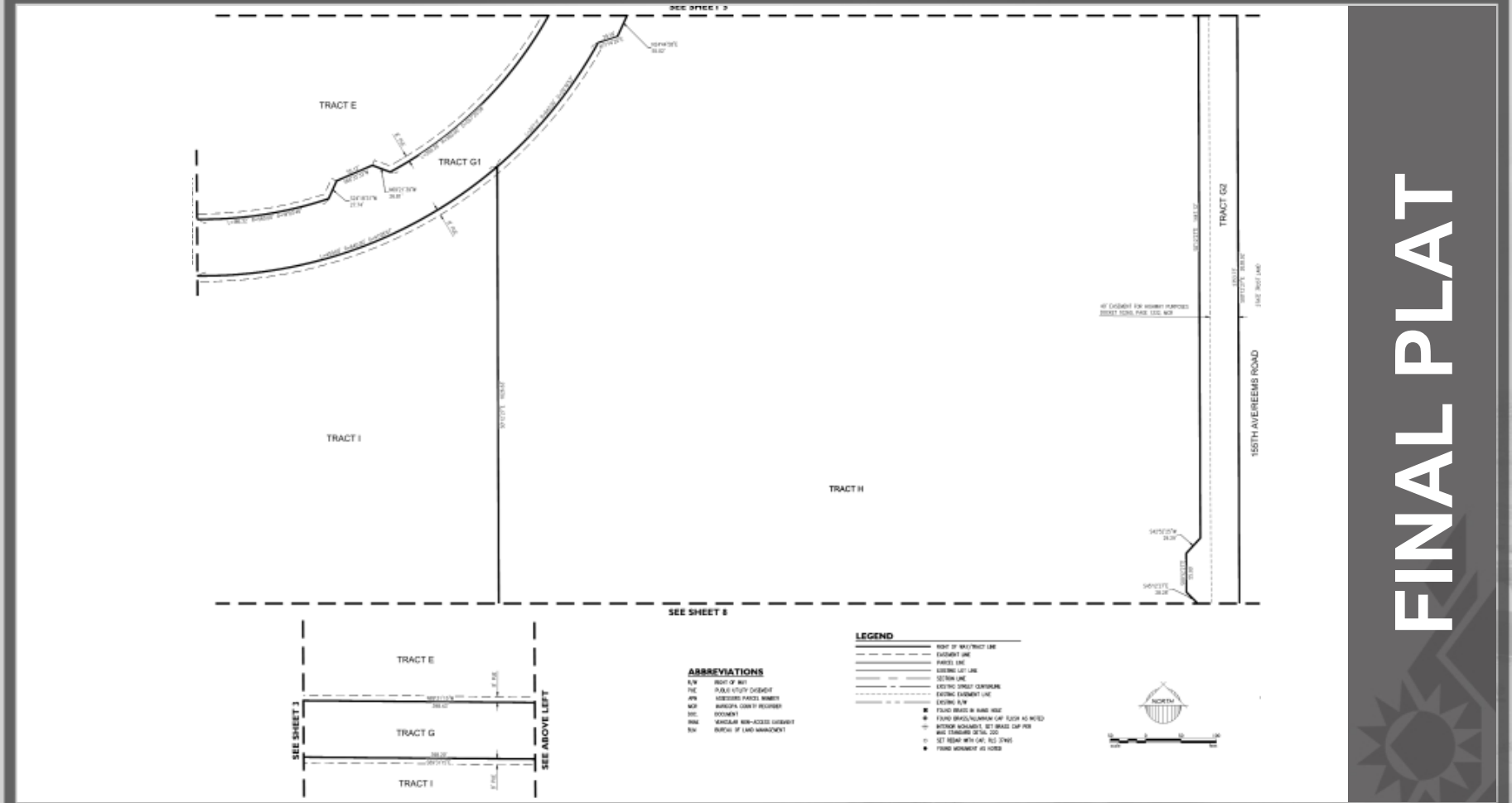
FINAL PLAT


SEE SHEET 6
SEE SHEET 4
SEE SHEET 7
TRACT E
TRACT F
TRACT F
TRACT G2
TRACT G1
TRACT F
TRACT G1
TRACT E
TRACT H
TRACT G2
155TH AVE/REEMS ROAD
ABBREVIATIONS
LEGEND
NORTH

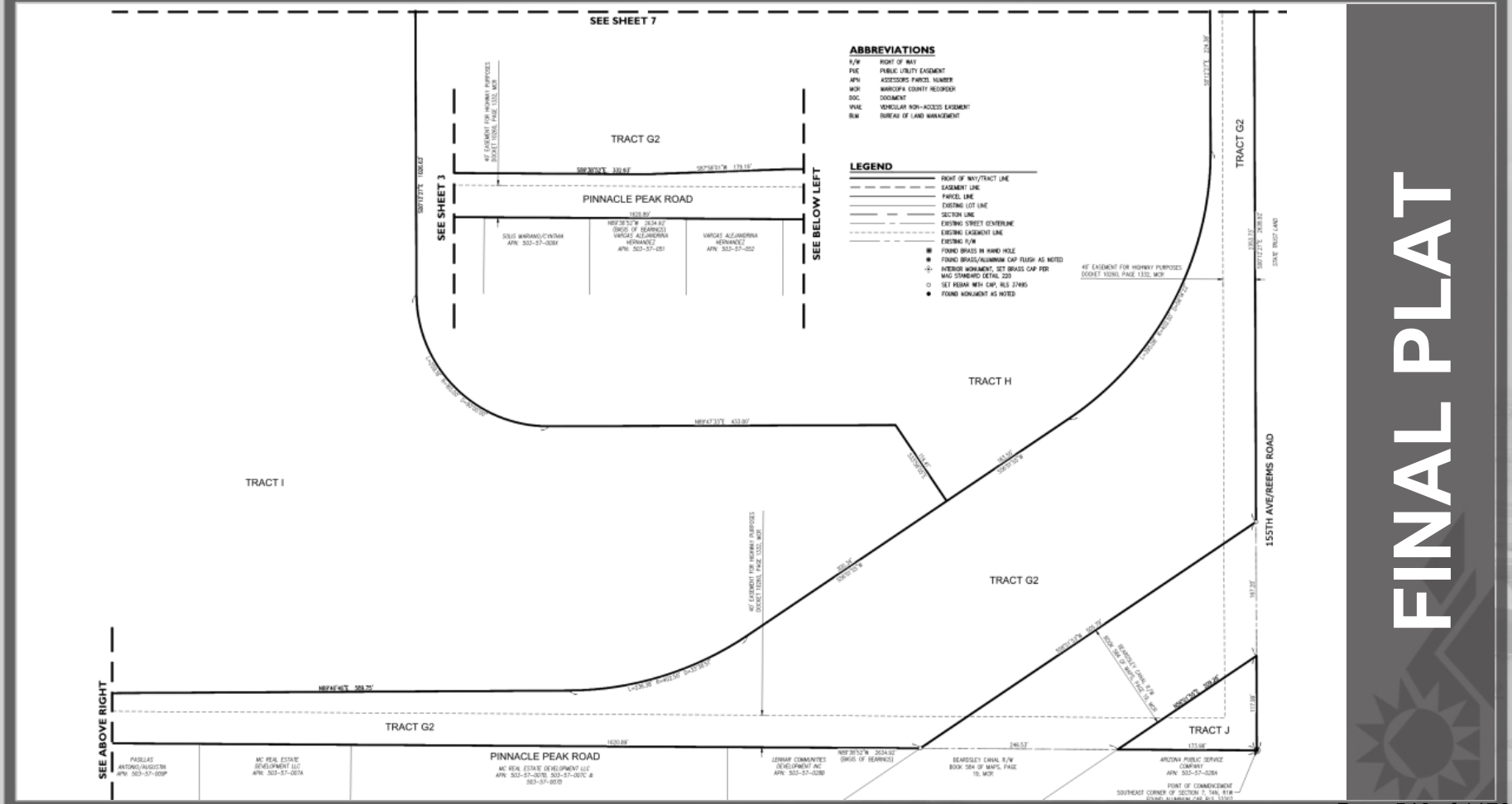
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TRACT E
TRACT F
TRACT F
TRACT F
TRACT G2
TRACT E
TRACT F
TRACT F
TRACT G2
ABBREVIATIONS
LEGEND
NORTH
SEE SHEET 5

FINAL PLAT


SEE SHEET 3
TRACT E
TRACT G1
TRACT G2
TRACT I
TRACT H
155TH AVE/REEMS ROAD
SEE SHEET 8
TRACT E
TRACT G
TRACT I
SEE SHEET 3
SEE ABOVE LEFT
ABBREVIATIONS
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DOC. DOCUMENT
VNAE VEHICULAR NON-ACCESS EASEMENT
BLM BUREAU OF LAND MANAGEMENT
LEGEND
NORTH

FINAL PLAT


SEE SHEET 7
ABBREVIATIONS
R/W RIGHT OF WAY
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SET REBAR WITH CAP, RLS 37495
FOUND MONUMENT AS NOTED
TRACT G2
PINNACLE PEAK ROAD
SEE SHEET 3
SEE BELOW LEFT
TRACT H
TRACT I
TRACT G2
TRACT G2
TRACT J
155TH AVE/REEMS ROAD
SEE ABOVE RIGHT
PINNACLE PEAK ROAD
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 7, T4N, R1W

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **August 28, 2019**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS19-590 Escalante Infrastructure Plat – Phase I Right of Way Valuation**

The Value of the Right of Way associated with the Final Plat for Sunrise Parcel A is $839,490.00.

The area being dedicated as right-of-way is 167,898 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Sergio Angulo
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, "Sunrise – Parcel B" dated May 11, 2020, an approximately 36 acre property located north of Jomax Road and east of 171st Avenue.

Motion:
I move to approve the Final Plat entitled, "Sunrise – Parcel B" dated May 11, 2020.

Background:
Coe and Van Loo Consultants, Inc., on behalf of Metro Oasis, LLLC, seeks approval of a Final Plat for a 150-lot single-family residential subdivision in Parcel B of the Sunrise Ranch PUD.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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. 00 - FS19-596 - Staff Report
2. 01 - FS19-596 - Vicinity Map

3. 02 - FS19-596 - Final Plat
4. FS19-596 - PowerPoint
5. FS19-596 - Right-of-Way Valuation Memo

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS19-596**
Project Name:	Sunrise Parcel B
Council District:	1
City Council Date:	**August 18, 2020**
Planner:	Sergio Angulo, Planner II

Owner:	Metro Oasis, LLLP
Applicant:	Parker Froehlich of Coe and Van Loo Consultants, Inc.
Request:	Final Plat for a 150 lot, single-family subdivision in Parcel B of the Sunrise Ranch PUD
Site Location:	Northeast corner of Jomax Road and 171st Avenue.
Site Size:	36.8 acres (approx.)
Density:	4.07 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Sunrise Ranch PUD as approved under case FS17-671.
- The Final Plat is consistent with the Preliminary Plat approved under case FS18-603.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

Coe and Van Loo Consultants, LLC, on behalf of Metro Oasis, LLLP, requests approval of the Final Plat for Sunrise – Parcel B. The subject property is approximately 36.8 acres and it is located on the northeast corner of Jomax Road and 171st Avenue. The subject property is zoned RM-9 PUD.

Onsite the applicant proposes a total of 150 single-family lots for a total density of 4.07 dwelling units per acres. The typical lot proposed is 50' x 120'. This plat includes a total of 6.8 acres of open space that includes a 0.69-acre open space tract (Tract L), which includes a BBQ area, a ramada, and an open turf area for recreation. The proposed final plat is in compliance with the approved Sunrise Ranch PUD (case FS17-671) and the preliminary plat approved under case FS18-603.

Attachments:

01 Vicinity Map
02 Final Plat


State
Lands
171st Ave
Desert
Oasis
FS19-596
Sunrise
Parcel B
Jomax Rd
Asante
Desert
Oasis
VICINITY MAP

FINAL PLAT FOR
SUNRISE - PARCEL B

A REPLAT OF TRACT R OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R.
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "SUNRISE PARCEL B", A REPLAT OF TRACT R OF THE FINAL PLAT FOR SUNRISE PARCEL A, AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R. BEING A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, 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 "SUNRISE PARCEL B" 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.
2. OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.
3. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTION, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.
4. 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.
5. 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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
6. 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.
7. OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION 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.
8. 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.
9. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
10. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.
11. OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.
12. 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.
13. 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.
14. IN WITNESS WHEREOF, METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, 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 _____, 2020.

METRO OASIS, LLLP,
AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,
BY: SUNRISE VENTURES, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP
ITS GENERAL PARTNER,
BY: HARVARD VENTURES, INC., A NEVADA CORPORATION
ITS GENERAL PARTNER

BY: _____
NAME: TIMOTHY P. BRISLIN
ITS: VICE PRESIDENT

NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. 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.
3. DEVELOPMENT STANDARDS ARE PER THE APPROVED SUNRISE RANCH PUD CASE FS17-671 OR AS SUBSEQUENTLY AMENDED.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
6. STRUCTURES AND PLANT MATERIAL PLACEMENT SHALL BE IN CONFORMANCE WITH THE LINE OF SIGHT AND SIGHT VISIBILITY TRIANGLE REQUIREMENTS REFERENCED IN THE CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS DETAIL 4.01 AND 4.02.
7. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT FOR SUNRISE APPROVED 09-05-2019 UNDER CASE FS18-603.
8. PURSUANT TO A.R.S. § 42-11102, 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.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2020, TIMOTHY P BRISLIN PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC , WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF HARVARD VENTURES, INC., A NEVADA CORPORATION, THE GENERAL PARTNER OF SUNRISE VENTURES, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, THE GENERAL PARTNER OF METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, THE OWNER AND ACKNOWLEDGED THAT HE, AS VICE PRESIDENT OF THE GENERAL PARTNER, THE GENERAL PARTNER OF OWNER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

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

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE "A" AND ZONE "X" (SHADED)", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NUMBER 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NUMBERS 040053 AND 040037, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

DEVELOPER/OWNER

METRO OASIS, LLLP
17700 N. PACESETTER WAY
SUITE 100
SCOTTSDALE, AZ 85255
PHONE: (480) 515-3255
CONTACT: TIM BRISLIN

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: PARKER FROEHLICH, P.E.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS NORTH 00°04'08" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, AS CITED IN THE VESTING DEED.

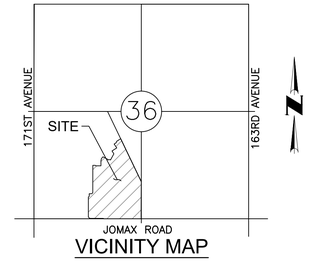
RELEASE OF LIABILITY

1. METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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.
2. METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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 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.
3. THE CITY OF SURPRISE AGREES TO INDEMNIFY METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLEY FROM THE NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF METRO OASIS, LLLP, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.
4. 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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT ARS § 45-576.

COUNTY RECORDER



VICINITY MAP

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, DULY AUTHORIZED AGENT OF "SUNRISE" HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "SUNRISE PARCEL B" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NAME:_____

TITLE: _____ DATE:_____

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS_____DAY OF_____ , 20__, BEFORE ME PERSONALLY

APPEARED _____ , 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 ABOVE/ATTACHED DOCUMENT.

_____ NOTARY PUBLIC SEAL

_____ NOTARY PUBLIC SIGNATURE

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 SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2020

MAYOR:

_____
MAYOR DATE

ATTEST:

_____
CITY CLERK DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF FIVE (5) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2018, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL 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.

BY:_____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 4/17/2020

CASE FS19-596
DATE: 1/13/2020

GROSS AREA = 36.803 ACRES
NUMBER OF LOTS = 150

SEE SHEET 2 FOR LEGAL DESCRIPTION, KEYMAP, CURVE & LINE TABLES SEE SHEET 3 FOR TRACT TABLE AND LOT AREA TABLES.

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT
SUNRISE - PARCEL B
SURPRISE, ARIZONA

SHEET 1 OF 5

CVL Contact: P. FROEHLICH
CVL Project #: 01-02982-01

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Printed By: **Parker** Print Date: **May 11, 2020** Filename: N:\01\02982\01\Cadd\Parcel-B\DS\SR-B.FPLAT.01.dwg

FINAL PLAT FOR
SUNRISE - PARCEL B

A REPLAT OF TRACT R OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R.
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

LEGAL DESCRIPTION

TRACT R OF SUNRISE - PARCEL A, AS RECORDED IN BOOK ____, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE G.L.O. BRASS CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 36, FROM WHICH THE BRASS CAP FLUSH STAMPED LS#37174 MARKING THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 89°55'26" WEST, A DISTANCE OF 2,639.55 FEET;

THENCE NORTH 00°07'45" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF JOMAX ROAD AS DEPICTED ON SAID PLAT OF SUNRISE – PARCEL A, BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

THENCE SOUTH 89°55'26" WEST, A DISTANCE OF 965.34 FEET;
THENCE NORTH 00°04'34" WEST, A DISTANCE OF 10.00 FEET;
THENCE SOUTH 89°55'26" WEST, A DISTANCE OF 295.00 FEET;

THENCE NORTH 45°04'34" WEST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.43 FEET;

THENCE NORTH 00°04'34" WEST, A DISTANCE OF 425.50 FEET;
THENCE NORTH 44°59'44" EAST, A DISTANCE OF 28.25 FEET;
THENCE NORTH 00°04'03" EAST, A DISTANCE OF 55.00 FEET;
THENCE SOUTH 89°55'57" EAST, A DISTANCE OF 55.30 FEET;
THENCE NORTH 45°04'03" EAST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 00°04'03" EAST, A DISTANCE OF 590.00 FEET;
THENCE SOUTH 89°55'57" EAST, A DISTANCE OF 55.00 FEET;
THENCE SOUTH 44°55'57" EAST, A DISTANCE OF 14.14 FEET;
THENCE SOUTH 89°55'57" EAST, A DISTANCE OF 110.00 FEET;
THENCE NORTH 00°04'03" EAST, A DISTANCE OF 110.00 FEET;
THENCE NORTH 13°56'52" EAST, A DISTANCE OF 47.87 FEET;
THENCE NORTH 41°05'05" EAST, A DISTANCE OF 47.96 FEET;
THENCE SOUTH 62°35'23" EAST, A DISTANCE OF 112.58 FEET;

THENCE SOUTH 27°07'16" EAST, A DISTANCE OF 17.58 FEET; TO A POINT ON A 58.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 27°07'16" EAST;

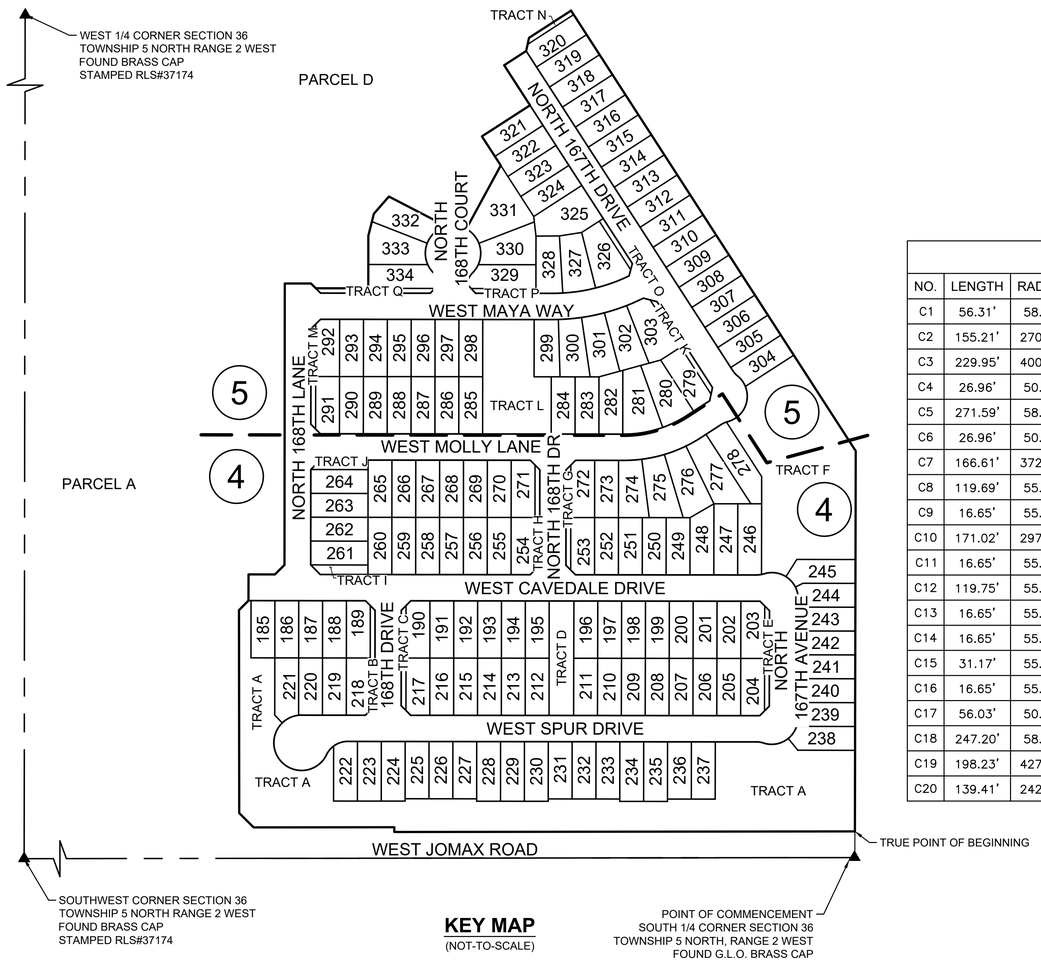
THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°37'27", A DISTANCE OF 56.31 FEET;

THENCE NORTH 28°30'10" EAST, A DISTANCE OF 151.63 FEET;
THENCE NORTH 32°52'12" WEST, A DISTANCE OF 72.54 FEET;
THENCE NORTH 57°07'48" EAST, A DISTANCE OF 120.00 FEET;
THENCE NORTH 32°52'12" WEST, A DISTANCE OF 100.00 FEET;
THENCE NORTH 57°07'48" EAST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 12°07'48" EAST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 57°07'48" EAST, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 32°52'12" EAST, A DISTANCE OF 1,099.27 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 00°07'45" WEST, ALONG SAID EAST LINE, A DISTANCE OF 797.46 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,603,118 SQUARE FEET OR 36.803 ACRES, MORE OR LESS.



KEY MAP
(NOT-TO-SCALE)

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	56.31'	58.00'	055°37'27"	30.60	54.12	N89°18'33"W
C2	155.21'	270.00'	032°56'15"	79.82	153.09	N73°35'55"E
C3	229.95'	400.00'	032°56'15"	118.25	226.79	N73°35'55"E
C4	26.96'	50.00'	030°53'56"	13.82	26.64	N28°37'37"W
C5	271.59'	58.00'	268°17'16"	59.76	83.24	N89°55'57"W
C6	26.96'	50.00'	030°53'56"	13.82	26.64	S28°45'43"W
C7	166.61'	372.50'	025°37'37"	84.72	165.23	N77°15'14"E
C8	119.69'	55.00'	124°40'58"	104.94	97.43	N12°07'48"E
C9	16.65'	55.00'	017°20'29"	8.39	16.58	S65°48'03"W
C10	171.02'	297.50'	032°56'15"	87.95	168.68	N73°35'55"E
C11	16.65'	55.00'	017°20'29"	8.39	16.58	N81°23'48"E
C12	119.75'	55.00'	124°44'41"	105.08	97.46	N44°54'06"W
C13	16.65'	55.00'	017°20'29"	8.39	16.58	S08°48'00"W
C14	16.65'	55.00'	017°20'29"	8.39	16.58	S08°32'30"E
C15	31.17'	55.00'	032°28'09"	16.01	30.75	N34°36'04"E
C16	16.65'	55.00'	017°20'28"	8.39	16.58	N81°15'43"W
C17	56.03'	50.00'	064°12'11"	31.37	53.14	S57°57'58"W
C18	247.20'	58.00'	244°12'11"	−92.45	98.26	S32°02'02"E
C19	198.23'	427.50'	026°34'06"	100.93	196.46	N76°47'00"E
C20	139.41'	242.50'	032°56'15"	71.69	137.49	N73°35'55"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	N44°55'57"W	14.14'
L2	S43°09'39"W	27.33'
L3	N43°01'34"W	27.33'
L4	S15°00'58"W	26.82'
L5	N45°04'03"E	28.28'
L6	N44°55'57"W	28.28'
L7	N45°04'03"E	28.28'
L8	S44°55'57"E	28.28'
L9	N45°04'03"E	28.28'
L10	S75°21'20"E	29.50'
L11	S12°07'48"W	28.28'
L12	N44°55'57"W	28.28'
L13	N45°04'03"E	28.28'
L14	S44°55'57"E	28.28'
L15	S45°04'03"W	28.28'
L16	N44°55'57"W	28.28'
L17	N45°04'03"E	28.28'
L18	S44°54'06"E	28.27'
L19	S45°05'54"W	28.30'
L20	N44°55'57"W	28.28'

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DATE
REVISION
NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT
SUNRISE - PARCEL B
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 5/11/2020
4/12 PM

SHEET 2 OF 5

SEE SHEET 2 FOR LEGAL DESCRIPTION, KEYMAP, CURVE & LINE TABLES SEE SHEET 3 FOR TRACT TABLE AND LOT AREA TABLES.

CVL Contact: P. FROEHLICH
CVL Project #: 01-02982-01

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FINAL PLAT FOR SUNRISE - PARCEL B

A REPLAT OF TRACT R OF THE FINAL PLAT FOR SUNRISE PARCEL A, AS RECORDED IN BOOK ____, OF MAPS, PAGE ___, M.C.R. BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
185	6,000
186	6,000
187	6,000
188	6,000
189	5,950
190	5,950
191	6,000
192	6,000
193	6,000
194	6,000
195	6,000
196	6,000
197	6,000
198	6,000
199	6,000
200	6,000
201	6,000
202	6,000
203	5,950
204	5,950
205	6,000
206	6,000
207	6,000
208	6,000
209	6,000
210	6,000

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
211	6,000
212	6,000
213	6,000
214	6,000
215	6,000
216	6,000
217	5,950
218	5,950
219	6,000
220	6,001
221	6,335
222	6,154
223	6,250
224	6,250
225	6,000
226	6,000
227	6,000
228	6,250
229	6,250
230	6,250
231	6,000
232	6,000
233	6,000
234	6,250
235	6,250
236	6,000

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
237	6,000
238	6,494
239	6,098
240	6,250
241	6,250
242	6,250
243	6,238
244	6,047
245	6,842
246	7,458
247	7,462
248	6,731
249	6,000
250	6,000
251	6,000
252	6,000
253	5,950
254	5,950
255	6,000
256	6,000
257	6,000
258	6,000
259	6,000
260	6,000
261	6,000
262	6,000

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
263	6,000
264	6,000
265	6,000
266	6,000
267	6,000
268	6,000
269	6,000
270	6,000
271	5,950
272	5,950
273	6,000
274	6,842
275	7,661
276	8,258
277	8,879
278	8,412
279	6,325
280	7,738
281	8,476
282	6,343
283	6,000
284	6,000
285	6,000
286	6,000
287	6,000
288	6,000

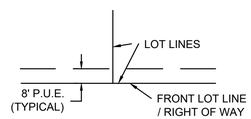
LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
289	6,000
290	6,000
291	5,950
292	5,950
293	6,000
294	6,000
295	6,000
296	6,000
297	6,000
298	6,000
299	6,305
300	6,841
301	7,150
302	7,160
303	7,970
304	6,119
305	6,250
306	6,250
307	6,250
308	6,250
309	6,250
310	6,250
311	6,250
312	6,250
313	6,250
314	6,250

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
315	6,250
316	6,250
317	6,250
318	6,250
319	6,250
320	6,200
321	6,000
322	6,000
323	6,000
324	6,000
325	9,339
326	7,993
327	7,054
328	6,333
329	6,772
330	7,973
331	11,550
332	7,099
333	8,258
334	6,950
TOTAL	951,512

TRACT TABLE		
TRACT	AREA	DESCRIPTION
TRACT 'A'	3.448 ACRES	LANDSCAPE, P.U.E., TELEPHONE, UTILITY, SEWER, DRAINAGE, RETENTION, RIGHT OF WAY AND EMERGENCY ACCESS EASEMENTS, MULTI-USE PUBLIC TRAIL EASEMENT
TRACT 'B'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'C'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'D'	0.285 ACRES	LANDSCAPE, OPEN SPACE P.U.E.
TRACT 'E'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'F'	1.821 ACRES	LANDSCAPE, P.U.E., DRAINAGE, RETENTION
TRACT 'G'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'H'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'I'	0.051 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'J'	0.051 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'K'	0.052 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'L'	0.693 ACRES	LANDSCAPE, P.U.E., DRAINAGE, RETENTION
TRACT 'M'	0.048 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'N	0.025 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'O'	0.027 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'P'	0.030 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'Q'	0.055 ACRES	LANDSCAPE, P.U.E., S.V.T.
TOTAL	6.826 ACRES	

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	951,512	21.844
TOTAL AREA OF TRACTS	297,332	6.826
TOTAL AREA OF RIGHT OF WAY	354,274	8.133
TOTAL GROSS AREA	1,603,118	36.803

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	150
TOTAL NUMBER OF TRACTS (A-Q)	17
GROSS RESIDENTIAL DENSITY	4.07 D.U./A.C.



TYPICAL PUBLIC UTILITY EASEMENT DETAIL

(NOT-TO-SCALE)

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120 (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, MODIFIED (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE
- (#) SHEET NUMBER
- (1) SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'

AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC. NO	DOCUMENT NUMBER
APN	ASSESSOR PARCEL NUMBER
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
MWD	MARICOPA WATER DISTRICT
G.L.O.	GENERAL LAND OFFICE
**	HEADLIGHT INTRUSION
DKT.	DOCKET
PG.	PAGE
RB	RADIAL BEARING
M.U.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT

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FINAL PLAT

SUNRISE - PARCEL B
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 5/11/2020
ARIZONA U.S.A.

SHEET 3 OF 5

SEE SHEET 2 FOR LEGAL DESCRIPTION, KEYMAP, CURVE & LINE TABLES SEE SHEET 3 FOR TRACT TABLE, AND LOT AREA TABLES.

CVL Contact: P. FROEHLICH
CVL Project #: 01-02982-01

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FINAL PLAT FOR SUNRISE - PARCEL B

A REPLAT OF TRACT R OF THE FINAL PLAT FOR SUNRISE PARCEL A,
AS RECORDED IN BOOK ___, OF MAPS, PAGE ___, M.C.R.
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120 (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120 (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120 MODIFIED (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE
- (#) SHEET NUMBER
- (1) SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'

AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
ESM'T	EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
M.U.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC. NO.	DOCUMENT NUMBER
APN	ASSESSOR PARCEL NUMBER
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
MWD	MARICOPA WATER DISTRICT
G.L.O.	GENERAL LAND OFFICE
**	HEADLIGHT INTRUSION
DKT.	DOCKET
PG.	PAGE
RB	RADIAL BEARING

FINAL PLAT SUNRISE PARCEL A BOOK ___, OF MAPS, PAGE ___, M.C.R.

MATCH SHEET 5

MATCH SHEET 5

WEST MOLLY LANE

NORTH 168TH LANE

NORTH 168TH DRIVE

WEST CAVEDALE DRIVE

WEST SPUR DRIVE

NORTH 169TH AVENUE

NORTH 167TH AVENUE

WEST JOMAX ROAD

STATE TRUST LAND

TRACT A

TRACT D

TRACT F

TRACT I

TRACT J

20' SEWER EASEMENT DEDICATED HEREON

8' ELECTRIC ESM'T DOC. NO. 2005-0615176

FLOOD ZONE "X"

FLOOD ZONE "A"

TRUE POINT OF BEGINNING

SOUTHWEST CORNER, SECTION 36 TOWNSHIP 5 NORTH RANGE 2 WEST FOUND BRASS CAP STAMPED RLS#37174

POINT OF COMMENCEMENT SOUTH 1/4 CORNER, SECTION 36 TOWNSHIP 5 NORTH, RANGE 2 WEST FOUND G.L.O. BRASS CAP

SCALE: 1" = 50'

SEE SHEET 2 FOR LEGAL DESCRIPTION, KEYMAP, CURVE & LINE TABLES SEE SHEET 3 FOR TRACT TABLE AND LOT AREA TABLES.

Registered Land Surveyor CERTIFICATE NO. 33851 RICHARD G. ALCOCER Date 09/17/2020 ARIZONA U.S.A.

SHEET 4 OF 5

CVL Contact: P. FROEHLICH

CVL Project #: 01-02982-01

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DATE | REVISION | NO.

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FINAL PLAT

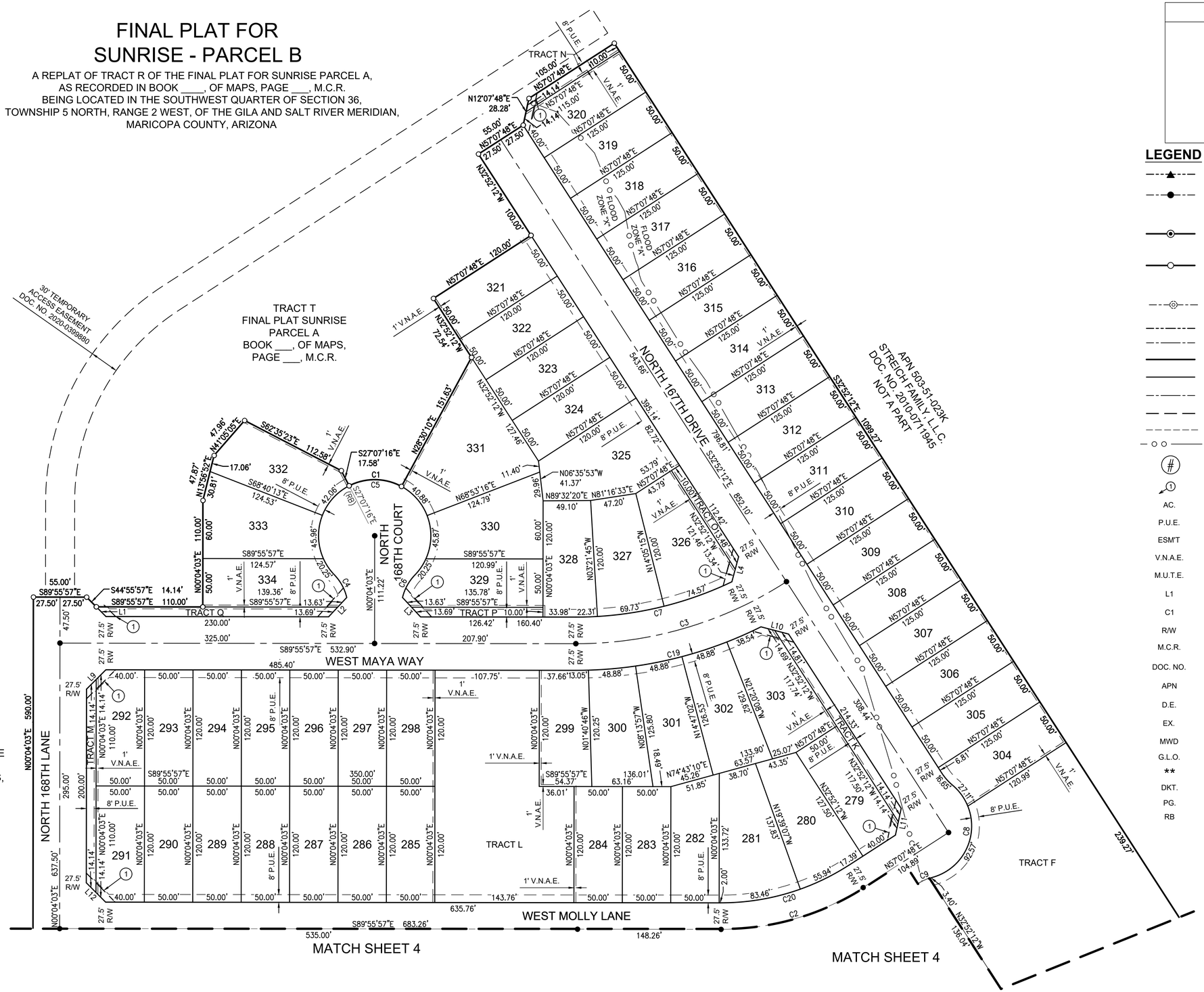
SUNRISE - PARCEL B

SURPRISE, ARIZONA

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FINAL PLAT FOR SUNRISE - PARCEL B

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BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



COUNTY RECORDER

LEGEND

▲	SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
●	CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD DET.120 (UNLESS OTHERWISE NOTED)
⊙	CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120 (UNLESS OTHERWISE NOTED)
○	CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120 MODIFIED (UNLESS OTHERWISE NOTED)
⊗	FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
	SECTION LINE
	MID-SECTION LINE
	BOUNDARY LINE
	LOT LINE
	CENTERLINE
	EASEMENT
	EXISTING R/W
	FLOOD ZONE
#	SHEET NUMBER
1	SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'
AC.	ACRES
P.U.E.	PUBLIC UTILITY EASEMENT
ESM'T	EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
M.U.T.E.	MULTI-USE PUBLIC TRAIL EASEMENT
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
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D.E.	DRAINAGE EASEMENT
EX.	EXISTING
MWD	MARICOPA WATER DISTRICT
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**	HEADLIGHT INTRUSION
DKT.	DOCKET
PG.	PAGE
RB	RADIAL BEARING

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FINAL PLAT

SUNRISE - PARCEL B
SURPRISE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date of Registration
4/30/2021
ARIZONA U.S.A.

SHEET 5 OF 5

SEE SHEET 2 FOR LEGAL DESCRIPTION, KEYMAP, CURVE & LINE TABLES SEE SHEET 3 FOR TRACT TABLE, LEGEND, & LOT AREA TABLES.

CVL Contact: P. FROEHLICH
CVL Project #: 01-02982-01

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SURPRISE
ARIZONA

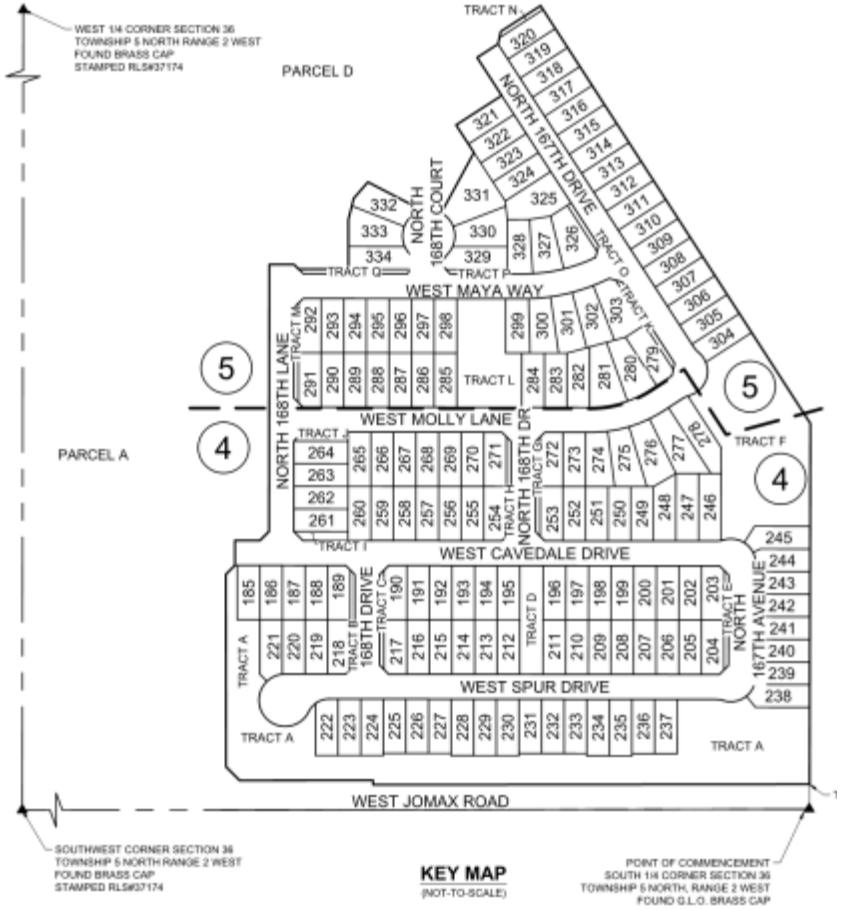
Sunrise Parcel B
Final Plat – FS19-596

City Council

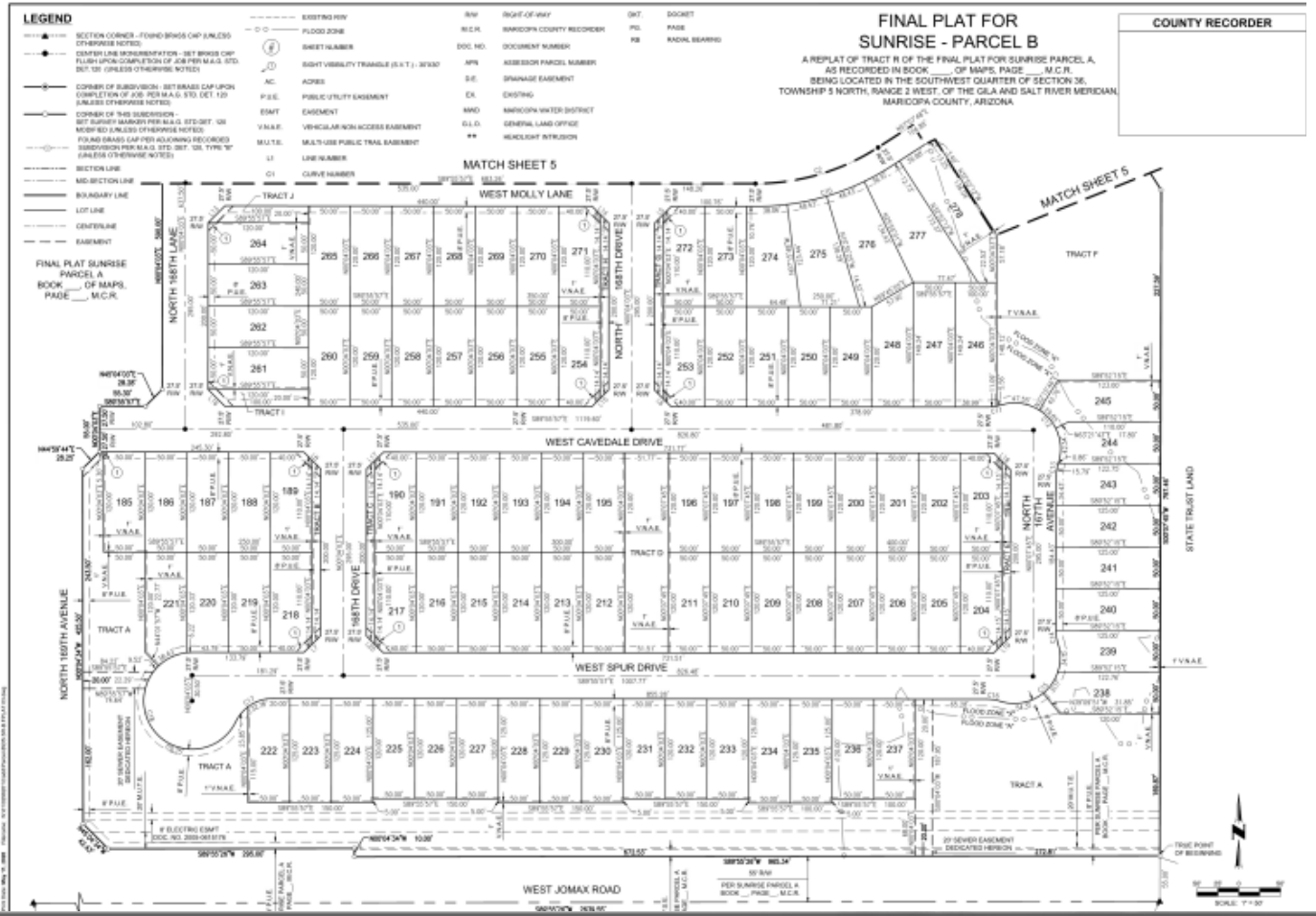
August 18, 2020



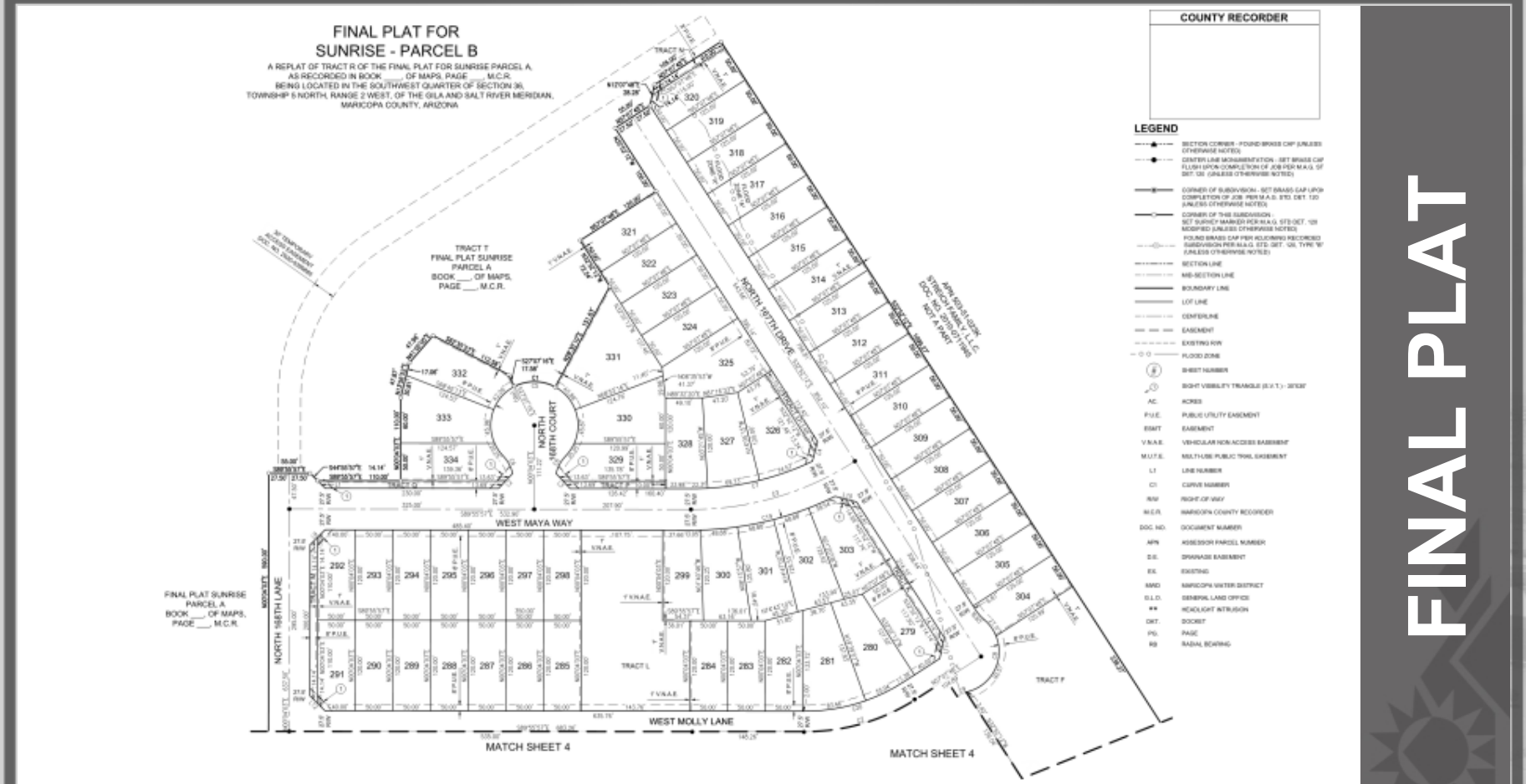
VICINITY MAP


WEST 1/4 CORNER SECTION 36
TOWNSHIP 5 NORTH RANGE 2 WEST
FOUND BRASS CAP
STAMPED RLS#37174
PARCEL D
TRACT N
NORTH 167TH DRIVE
NORTH 168TH COURT
TRACT O
TRACT P
TRACT Q
WEST MAYA WAY
TRACT M
NORTH 168TH LANE
TRACT L
WEST MOLLY LANE
TRACT J
NORTH 168TH DR
TRACT G
TRACT F
PARCEL A
TRACT I
WEST CAVEDALE DRIVE
TRACT H
TRACT B
168TH DRIVE
TRACT C
TRACT D
TRACT E
NORTH 167TH AVENUE
TRACT A
WEST SPUR DRIVE
WEST JOMAX ROAD
SOUTHWEST CORNER SECTION 36
TOWNSHIP 5 NORTH RANGE 2 WEST
FOUND BRASS CAP
STAMPED RLS#37174
KEY MAP
(NOT-TO-SCALE)
POINT OF COMMENCEMENT
SOUTH 1/4 CORNER SECTION 36
TOWNSHIP 5 NORTH, RANGE 2 WEST
FOUND G.L.O. BRASS CAP

FINAL PLAT


LEGEND
FINAL PLAT FOR
SUNRISE - PARCEL B
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TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA
COUNTY RECORDER
MATCH SHEET 5
WEST MOLLY LANE
WEST CAVEDALE DRIVE
WEST SPUR DRIVE
WEST JOMAX ROAD
NORTH 168TH LANE
168TH DRIVE
NORTH 169TH AVENUE
NORTH 167TH AVENUE
TRACT A
TRACT F
STATE TRUST LAND
FINAL PLAT SUNRISE PARCEL A BOOK ___, OF MAPS, PAGE ___, M.C.R.

FINAL PLAT


FINAL PLAT FOR
SUNRISE - PARCEL B
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MARICOPA COUNTY, ARIZONA
COUNTY RECORDER
LEGEND
NORTH 168TH DRIVE
NORTH 168TH COURT
WEST MAYA WAY
WEST MOLLY LANE
TRACT T
FINAL PLAT SUNRISE
PARCEL A
BOOK ___, OF MAPS,
PAGE ___, M.C.R.
TRACT L
TRACT F
MATCH SHEET 4
MATCH SHEET 4
FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **August 28, 2019**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS19-596 Final Plat for Sunrise Parcel B Right of Way Valuation**

The Value of the Right of Way associated with the Final Plat for Sunrise Parcel B is $1,771,370.00.

The area being dedicated as right-of-way is 354,274 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Shirley Phan
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 the approval of the Final Plat entitled, " Condominium Plat for Auviana Medical Office Complex" dated July 13, 2020, an approximately 5 acre property generally located south of Mountain View Boulevard and west of Reems Road.

Motion:
I move to approve the Final Plat entitled "Condominium for Auviana Medical Office Complex" dated July 13, 2020.

Background:
On April 1, 2020, Ament Professional Service submitted a request for a Condominium Plat for the Auviana Medical Office Complex in the Sun City Grand PAD generally located south of Mountain View Boulevard and west of Reems Road.

Objective Analysis:
Staff believes the proposed Final Plat/Condo Plat is consistent with the manner and intent of the Surprise Municipal Code. Once platted, the site will be able to be marketed as condominium office suites.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat/Condo Plat.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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-FS20-235-Auviana- Condo Staff Report Revised
2. 01-FS20-235- Auviana Medical Office Complex- Condo- Vicinity Map Revised
3. 02-FS20-235- Auviana Medical Office Complex- Condo- Final Condo Plat
4. FS20-235- Auviana Medical Office Complex- Condo 08182020 revised

SURPRISE
ARIZONA

Final Plat

REPORT TO THE CITY COUNCIL

Case:	**FS20-235**
Project Name:	Final Plat Auviana Medical Office Complex
Council District:	2-Cottonwood
City Council Date:	**August 18, 2020**
Planner:	Shirley Phan
Owner:	Regency Sun City Grand Holdings, LLC
Applicant:	Scott McMahon, Ament Professional Service
Request:	A Final Condominium Plat for the Auviana Medical Office Complex in the Sun City Grand PAD
Site Location:	Generally south of Mountain View Boulevard and west of Reems Road
Site Size:	5.09 acres (approx.)
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 Surprise Municipal Code.
Alternative Actions:	**Approval** of the requested Final Condominium Plat for Auviana Medical Office Complex will allow the applicant to sell individual units in fee title as condominium units. **Denial** of the requested Final Condominium Plat for Auviana Medical Office Complex will prevent the applicant from selling the individual units in fee title as condominium units.

PROJECT DESCRIPTION:

The subject request involves a Condominium Plat for the Auviana Medical Center. In keeping with traditional office condominiums, the property will consist of Common Elements (CE), Limited Common Elements (LCE), and fee title areas. The CE and LCE will be held in an equal and undivided interest amongst all of the unit owners in the complex.

Attachments:

01 Vicinity Map
02 Condominium Plat

VICINITY MAP

FS20-235- Auviana Medical Office Complex Condo Plat



CONDOMINIUM PLAT
FOR
AUVIANA MEDICAL COMPLEX

THIS IS PARCEL 2 OF MORNING STAR PRESBYTERIAN CHURCH MINOR LAND DIVISION LOCATED INSECTIONS 29 & 32 T4N, R1W

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT REGENCY SUN CITY GRAND HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME CONDOMINIUM PLAT FOR "AUVIANA MEDICAL COMPLEX", A SUBDIVISION OF PARCEL 2, OF MORNING STAR PRESBYTERIAN CHURCH MINOR LAND DIVISION, BEING LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS DESCRIBED HEREON, AND HEREBY PUBLISHES THIS CONDOMINIUM PLAT AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT AS DESCRIBED HEREON.

EASEMENT ARE DEDICATED AS SHOWN ON THIS PLAT.

OWNER 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 OWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NONEXCLUSIVE 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.

ALL PROPERTY, AMENITIES AND FACILITIES PROPOSED TO BE MAINTAINED BY THE UNIT OWNERS' ASSOCIATION ARE HEREWITH PLATTED AS COMMON ELEMENTS WITH AN UNDIVIDED INTEREST OWNED IN COMMON BY EACH UNIT OWNER.

AN EMERGENCY VEHICULAR ACCESS EASEMENT IS HEREIN DEDICATED TO THE CITY OF SURPRISE OVER THE COMMON ELEMENTS.

EXCEPT AS TO ANY AREAS SUBJECT TO THE EASEMENT OR EASEMENTS GRANTED TO MARICOPA WATER DISTRICT, AS DEPICTED ON THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, A PERPETUAL WATER AND SEWER EASEMENT ("EASEMENTS") AS DESCRIBED IN THE PLAT ARE GRANTED TO EPCOR WATER ARIZONA INC, AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER AND SEWER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN, GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES THAT ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER THAT WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

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.

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.

RELEASE OF LIABILITY
REGENCY SUN CITY GRAND HOLDINGS, LLC 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.

IN WITNESS WHEREOF:

THE UNDERSIGNED HAVE SIGNED THEIR NAMES ON THIS _____ DAY OF _____, 20____.

REGENCY SUN CITY GRAND HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

BY: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

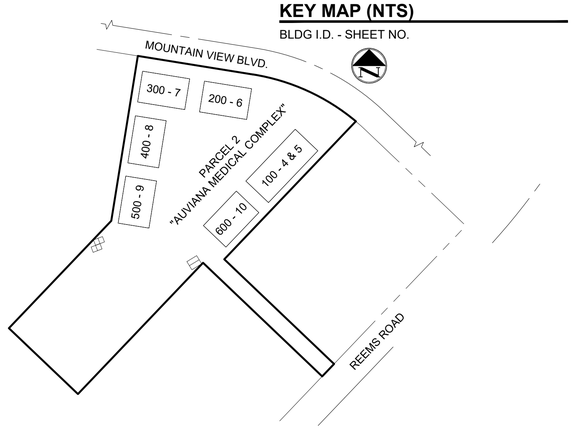
BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20____

KEY MAP (NTS)

BLDG I.D. - SHEET NO.



SHEET INDEX

1. COVER SHEET
2. SITE BOUNDARY & EASEMENTS
3. SITE PLAN & BUILDING TIES
4. BUILDING 100 - FIRST FLOOR
5. BUILDING 100 - SECOND FLOOR
6. BUILDING 200
7. BUILDING 300
8. BUILDING 400
9. BUILDING 500
10. BUILDING 600

APN

232-41-877

ZONING

SUN CITY GRAND PAD-C1

LOT 1 OVERALL AREA

221,984 S.F.
5.096 AC

COMMON ELEMENT AREA

179,827 S.F.
4.128 AC

OWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION _____

DULY ELECTED PRESIDENT

OF THE AUVIANA MEDICAL PLAZA CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

ACKNOWLEDGES THE RESPONSIBILITIES HEREON.

IN WITNESS HEREOF THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS _____ DAY OF _____, 20____.

BY: AUVIANA MEDICAL PLAZA CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., ITS PRESIDENT

BY: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20____

LIENHOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, SUCCESSOR IN INTEREST TO THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR _____, AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED _____, 20____ AT RECORDER'S NO. _____, RECORDS OF MARICOPA COUNTY, ARIZONA, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT, AND EACH AND EVERY DEDICATION CONTAINED HEREIN.

IN WITNESS HEREOF THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS _____ DAY OF _____, 20____.

BY: _____

BY: _____

ACKNOWLEDGEMENT

STATE OF)
) SS
COUNTY OF)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20____

NOTICE OF SUN CITY GRAND DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A SUN CITY GRAND DEVELOPMENT AGREEMENT DATED JANUARY 16, 1996 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JULY 23, 1996, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO.1996-0513492. 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, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND 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 REGENCY SUN CITY GRAND HOLDINGS, LLC, 10240 W. INDIAN SCHOOL RD. SUITE 115, PHOENIX, AZ 85037, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 20____.

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

BY:_____
CHRISTINE CAIN

ITS: PROPERTY & CONTRACTS MANAGER

REGENCY SUN CITY GRAND HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY:_____

ITS:_____

ATTEST:

BY:_____
GLEN VORTHERMS

ITS:_____ASSISTANT SECRETARY____

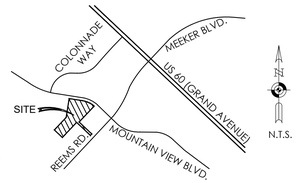
NOTES

1. ALL EASEMENTS SHALL BE MAINTAINED IN ACCORDANCE WITH THE CONDOMINIUM DECLARATION FOR PARCEL 2 OF "PLAT OF AUVIANA MEDICAL COMPLEX".
2. NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
3. THE UNIT NUMBERS SHOWN ON THIS PLAT ARE NOT TO BE MISCONSTRUED AS SUITE NUMBERS ASSIGNED BY THE CITY FOR ADDRESSING PURPOSES.
4. THE UNIT OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR IRRIGATION OF THE COMMON ELEMENTS. THE SOURCE OF IRRIGATION WATER FOR THE COMMON ELEMENTS SHALL BE AS IDENTIFIED IN THE CITY APPROVED CONSTRUCTION PLANS OR AS ALTERED BY CITY APPROVED PLANS.
5. ALL COMMON ELEMENTS SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE CITY OF SURPRISE AND SHALL BE OWNED IN COMMON, WITH AN UNDIVIDED INTEREST, BY ALL UNIT OWNERS OF THE SUBDIVISION. THE COMMON PROPERTY SHALL BE INCLUDED WITHIN THE SCOPE OF THE DEEDS TRANSFERRING OWNERSHIP OF UNITS IN THIS CONDOMINIUM. THE UNIT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
6. A BLANKET EASEMENT IS HEREIN DEDICATED OVER THE COMMON ELEMENTS FOR THE PURPOSE OF INGRESS/EGRESS, POTABLE WATER, SANITARY SEWER, FIRE LINE, PEDESTRIAN ACCESS, VEHICULAR ACCESS, DRAINAGE AND DRAINAGE FACILITIES.
7. 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.
8. 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.
9. 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.
10. 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.

SURVEYOR

AMENT PROFESSIONAL SERVICES, LLC
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
PHONE: 480-656-0191

CONTACT: MATTHEW E. AMENT R.L.S.



VICINITY MAP

DEVELOPER

REGENCY SUN CITY GRAND HOLDINGS, LLC
10766 E. PALM RIDGE DR
SCOTTSDALE, AZ 85255

CONTACT: RICK RICHMOND
PHONE: 480-659-5219

LEGAL DESCRIPTION

PARCEL 2, OF MORNING STAR PRESBYTERIAN CHURCH, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 922 OF MAPS, PAGE 50.

BASIS OF BEARING

THE MONUMENT LINE OF W. MOUNTAIN VIEW BLVD. NORTHWEST FROM N. REEMS RD., USING A BEARING OF NORTH 46° 17' 55" WEST, PER THE PLAT OF RECORD "SUN CITY GRAND DESERT TRAILS II", PER BOOK 540, PAGE 12, M.C.R.

BENCHMARK

CITY OF SURPRISE BENCHMARK 41-13, BEING A 3" CITY OF SURPRISE BRASS CAP FLUSH STAMPED "BM 41-13", LOCATED AT THE INTERSECTION OF GOLDWATER RIDGE DRIVE & WATERFORD LANE, HAVING AN ELEVATION OF 1259.40' (NAVD88).

NOTICE OF 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 DOCUMENT NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. 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 ANY 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 THE 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.

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREON HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MATTHEW E. AMENT
REGISTERED LAND SURVEYOR NO. 49333
18206 N 19TH AVE SUITE 2B
PHOENIX, AZ 85023

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49333
MATTHEW E.
AMENT
ARIZONA U.S.A.

EXPIRES 03/31/2021

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED:_____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF SURPRISE, ARIZONA THIS _____ DAY OF _____, 20____.

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

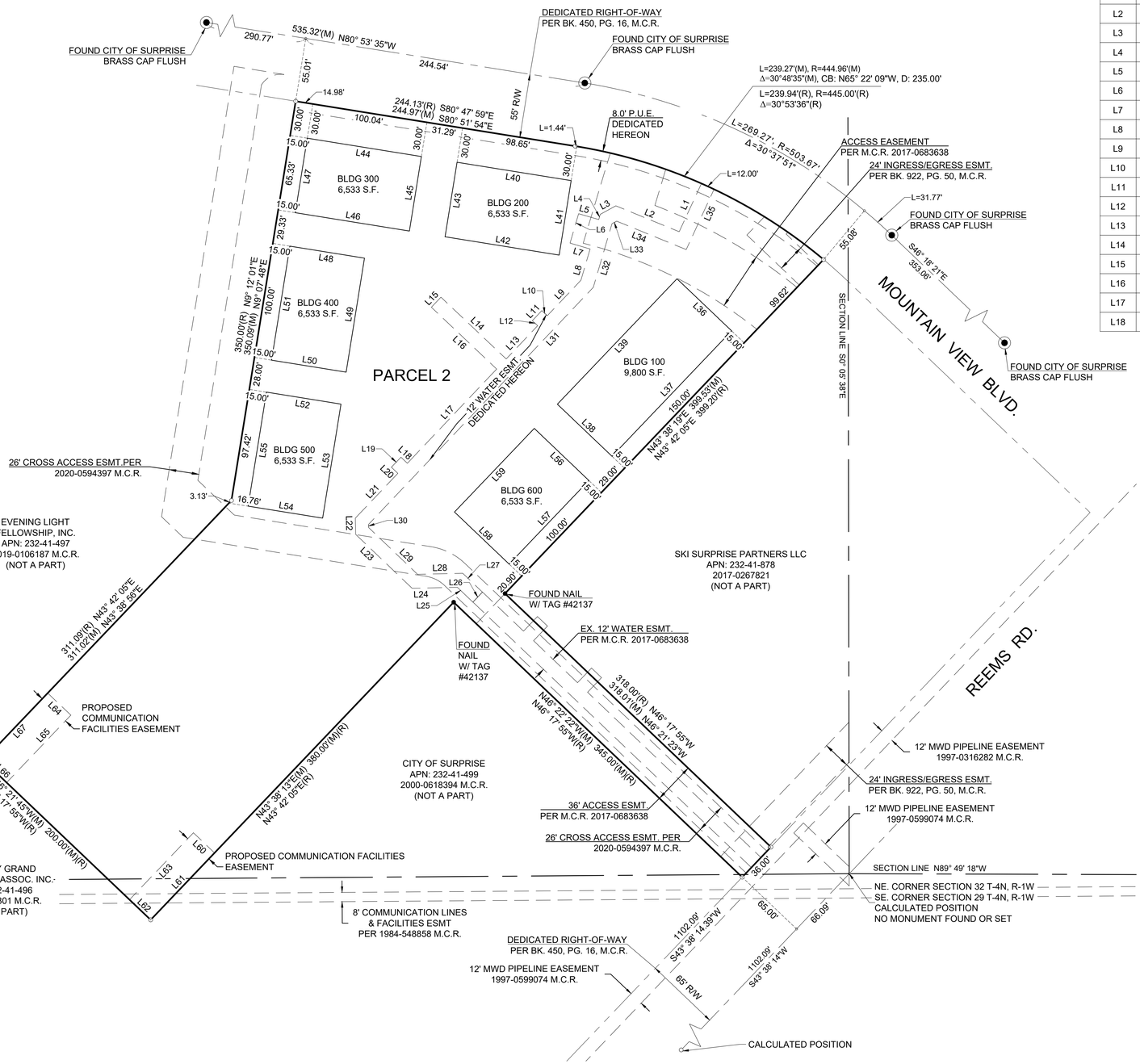
CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR PRESBYTERIAN CHURCH MINOR LAND DIVISION LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	1 OF 10

FS20-235

Plotted: 07/13/20 - 11:57 AM By: matt@
File: K:\Projects\20005 - Auviana Medical Plat - Regency - Surprise\DWG\20005_CONDO PLAT.dwg ---> 1-COVER

CONDOMINIUM PLAT
FOR
AUVIANA MEDICAL COMPLEX



Line Table		
Line #	Direction	Length
L1	S24° 47' 23"W	45.97
L2	N67° 44' 29"W	59.22
L3	S61° 21' 02"W	15.36
L4	S16° 21' 02"W	4.71
L5	N73° 46' 14"W	18.12
L6	S16° 13' 46"W	26.52
L7	S73° 38' 58"E	18.07
L8	S16° 21' 02"W	28.20
L9	S43° 26' 26"W	42.35
L10	N46° 33' 34"W	6.48
L11	S43° 26' 26"W	12.00
L12	S46° 33' 34"E	6.35
L13	S43° 23' 17"W	39.61
L14	N46° 33' 34"W	77.82
L15	S43° 26' 26"W	12.00
L16	S46° 33' 34"E	77.83
L17	S43° 27' 00"W	112.37
L18	N46° 17' 16"W	7.66

Line Table		
Line #	Direction	Length
L19	S43° 41' 41"W	12.00
L20	S46° 17' 16"E	7.71
L21	S43° 28' 01"W	53.48
L22	S01° 17' 17"E	14.02
L23	S46° 17' 13"E	67.56
L24	N88° 42' 43"E	39.13
L25	S46° 17' 17"E	18.61
L26	N43° 38' 15"E	12.00
L27	N46° 17' 17"W	23.57
L28	S88° 42' 43"W	39.13
L29	N46° 17' 17"W	58.65
L30	N01° 17' 17"W	2.65
L31	N43° 28' 01"E	282.79
L32	N16° 21' 02"E	57.39
L33	N61° 21' 02"E	4.68
L34	S67° 44' 29"E	64.98
L35	N24° 47' 23"E	57.48

Line Table		
Line #	Direction	Length
L36	N46° 21' 46"W	65.33
L37	N43° 38' 15"E	150.00
L38	S46° 21' 46"E	65.33
L39	S43° 38' 15"W	150.00
L40	N80° 51' 49"W	100.00
L41	N09° 08' 11"E	65.33
L42	S80° 51' 49"E	100.00
L43	S09° 08' 10"W	65.33
L44	N80° 51' 49"W	100.00
L45	N09° 08' 10"E	65.33
L46	S80° 51' 49"E	100.00
L47	S09° 08' 11"W	65.33
L48	N80° 51' 50"W	65.33
L49	N09° 08' 11"E	100.00
L50	S80° 51' 49"E	65.33
L51	S09° 08' 11"W	100.00
L52	N80° 51' 50"W	65.33

Line Table		
Line #	Direction	Length
L53	N09° 08' 11"E	100.00
L54	S80° 51' 49"E	65.33
L55	S09° 08' 11"W	100.00
L56	N46° 21' 45"W	65.33
L57	N43° 38' 15"E	100.00
L58	S46° 21' 45"E	65.33
L59	S43° 38' 15"W	100.00

Line Table		
Line #	Direction	Length
L60	N46° 22' 21"W	25.26
L61	N43° 38' 13"E	80.10
L62	S46° 21' 45"E	25.26
L63	S43° 38' 15"W	80.09
L64	S46° 21' 10"E	27.73
L65	S43° 38' 15"W	80.59
L66	N46° 21' 45"W	27.74
L67	N43° 38' 56"E	80.60

LEGEND

	SECTION LINE
	BOUNDARY LINE
	EASEMENT LINE (AS NOTED)
	RIGHT-OF-WAY LINE
	CENTER LINE
◉	BRASS CAP IN HAND HOLE
◉	BRASS CAP FLUSH
○	SET REBAR WITH CAP NO. 49333
•	FOUND MONUMENT AS NOTED
APN	ASSESSOR'S PARCEL NUMBER
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITIES EASEMENT

SCALE IN FEET
0 50 100

AREAS

GROSS AREA (TO C_L):	251,892 S.F. (±5.783 AC)
NET AREA:	221,984 S.F. (±5.096 AC)
APN:	232-41-877
ZONING:	SUN CITY GRAND PAD-C1
NUMBER OF LOTS:	1

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	2 OF 10

FS20-235

Plotted: 07/13/20 - 11:12 AM, By: USER
File: Z:\Projects\20005 - Auviana Condo Plat - Regency - Surprise\DWG\20005_FINAL PLAT.dwg — J:\CONDO PLAT FIG 2

CONDOMINIUM PLAT
FOR
AUVIANA MEDICAL COMPLEX

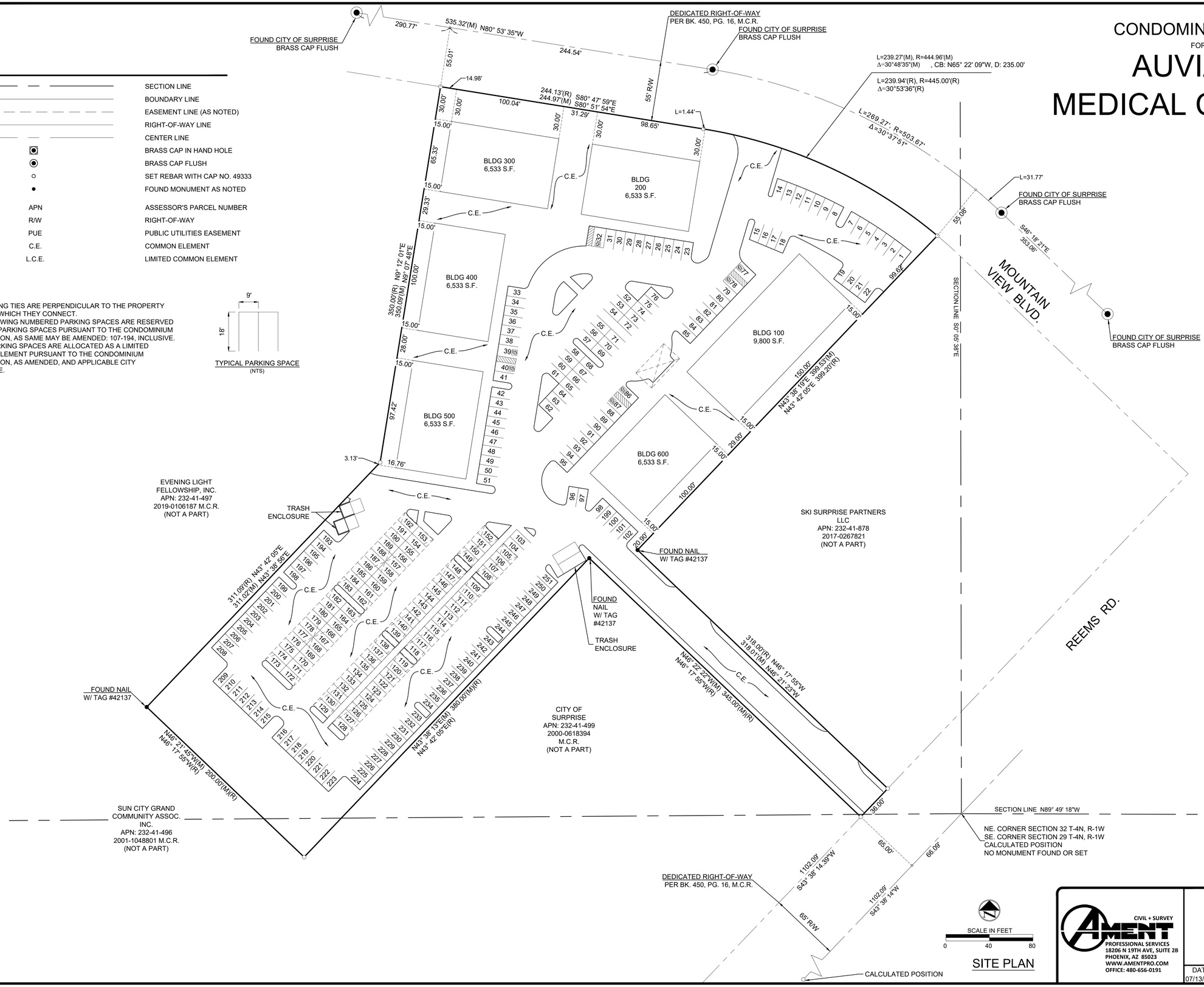
LEGEND

———	SECTION LINE
———	BOUNDARY LINE
— — —	EASEMENT LINE (AS NOTED)
———	RIGHT-OF-WAY LINE
———	CENTER LINE
⊠	BRASS CAP IN HAND HOLE
◉	BRASS CAP FLUSH
○	SET REBAR WITH CAP NO. 49333
●	FOUND MONUMENT AS NOTED
APN	ASSESSOR'S PARCEL NUMBER
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITIES EASEMENT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

NOTES:

1. ALL BUILDING TIES ARE PERPENDICULAR TO THE PROPERTY LINE WITH WHICH THEY CONNECT.
2. THE FOLLOWING NUMBERED PARKING SPACES ARE RESERVED COVERED PARKING SPACES PURSUANT TO THE CONDOMINIUM DECLARATION, AS SAME MAY BE AMENDED: 107-194, INCLUSIVE. THESE PARKING SPACES ARE ALLOCATED AS A LIMITED COMMON ELEMENT PURSUANT TO THE CONDOMINIUM DECLARATION, AS AMENDED, AND APPLICABLE CITY ORDINANCE.

TYPICAL PARKING SPACE
(NTS)



SCALE IN FEET
0 40 80

SITE PLAN

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	3 OF 10

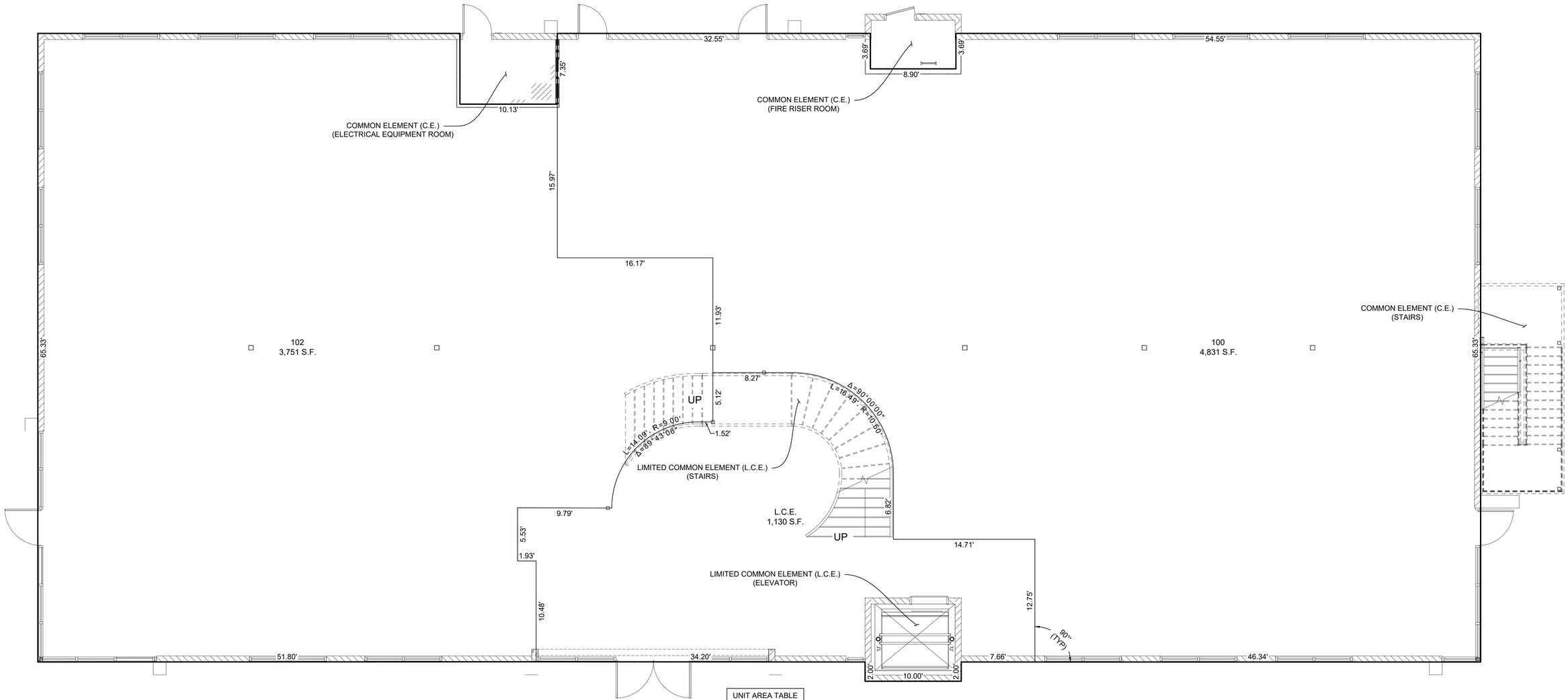
FS20-235

Plotted: 07/13/20 - 1:29 AM, By: USER
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CONDOMINIUM PLAT

FOR

AUVIANA MEDICAL COMPLEX



UNIT AREA TABLE	
UNIT	AREA (SF)
100	4,831.09
102	3,750.95
LCE	1,129.58
TOTAL	9,711.62

NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

REGISTERED LAND SURVEYOR
49333
MATTHEW E. AMENT
Date Signed 07/ 13/2020
ARIZONA U.S.A.

EXPIRES 03/31/2021

SCALE IN FEET
0 5 10
1 INCH = 5 FEET

BUILDING 100 - FIRST FLOOR LAYOUT

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	4 OF 10

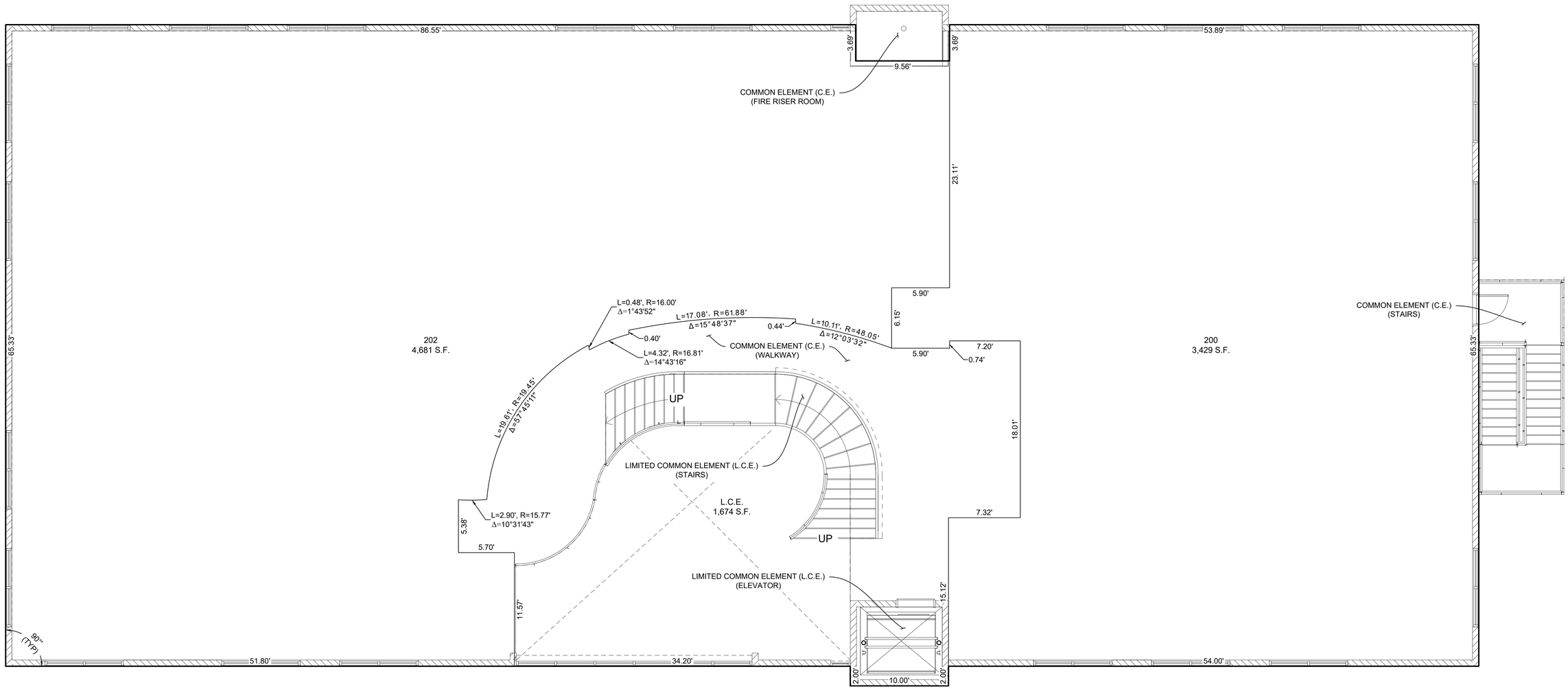
FS20-235

Plotted: 07/13/20 - 11:12 AM By: DJSER
File: K:\Projects\20005\1-7-Auviana Condo Plat - Regency - Surprise\DWG\20005_CONDO PLAT.dwg, --> 4-81/00 FLR 1

CONDOMINIUM PLAT

FOR

AUVIANA MEDICAL COMPLEX



UNIT AREA TABLE	
UNIT	AREA (SF)
200	3,428.85
202	4,681.47
LCE	1,674.43
TOTAL	9,784.75

NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49333
MATTHEW E. AMENT
Date Signed 07/10/2020
ARIZONA, U.S.A.

EXPIRES 03/31/2021

SCALE IN FEET
0 5 10
1 INCH = 5 FEET

BUILDING 100 - SECOND FLOOR LAYOUT

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	5 OF 10

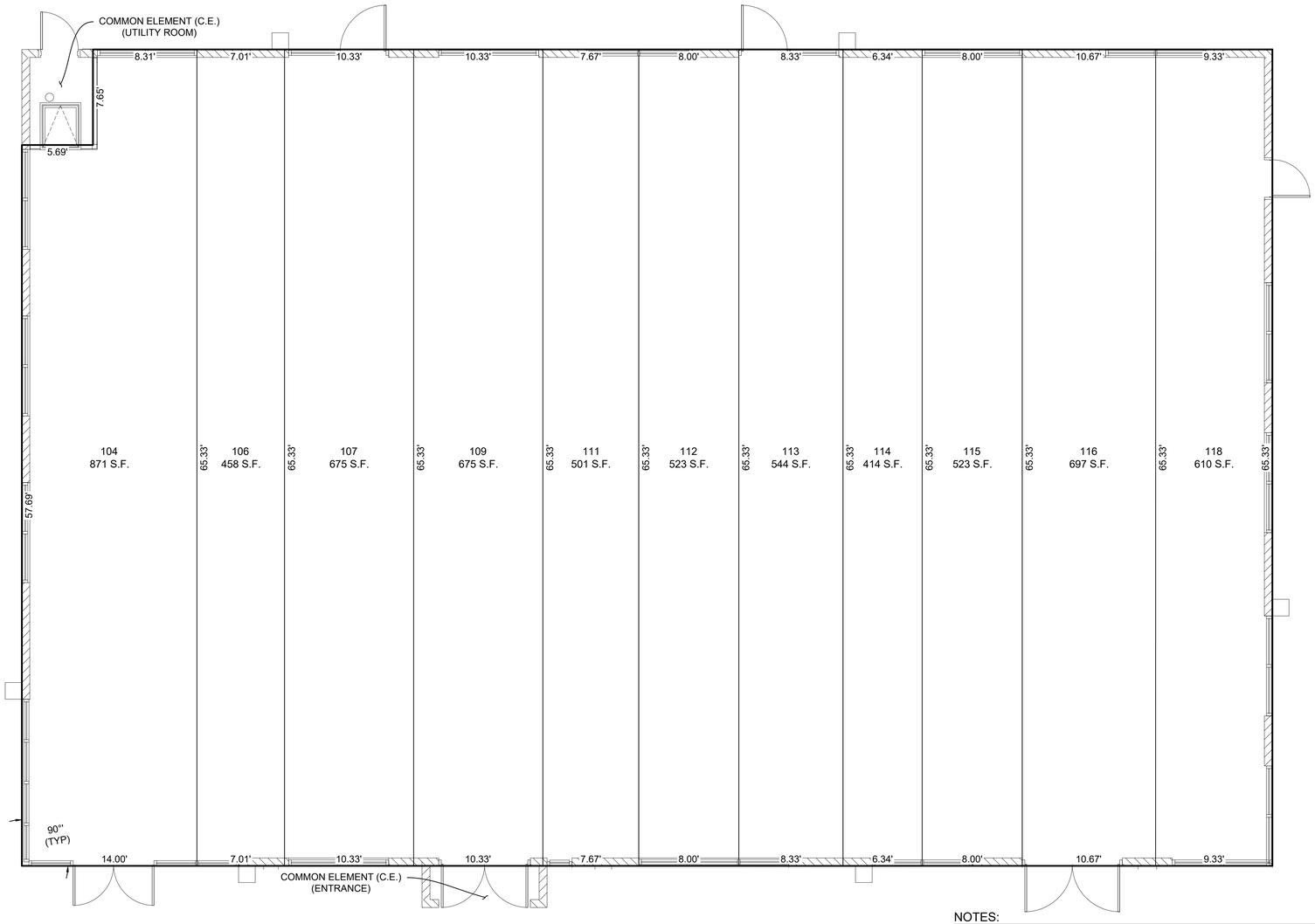
FS20-235

Plotted: 07/17/20 - 11:25 AM By: USER
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CONDOMINIUM PLAT

FOR

AUVIANA MEDICAL COMPLEX



UNIT AREA TABLE	
UNIT	AREA (SF)
104	871.19
106	457.71
107	674.97
109	674.97
111	501.03
112	522.67
113	544.20
114	413.98
115	522.67
116	696.85
118	609.85
TOTAL	6,490.09

NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49333
MATTHEW E.
AMENT
Date Signed 07/ 03/2020
ARIZONA U.S.A.

EXPIRES 03/31/2021

SCALE IN FEET
0 5 10
1 INCH = 5 FEET

BUILDING 200 LAYOUT

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	6 OF 10

FS20-235

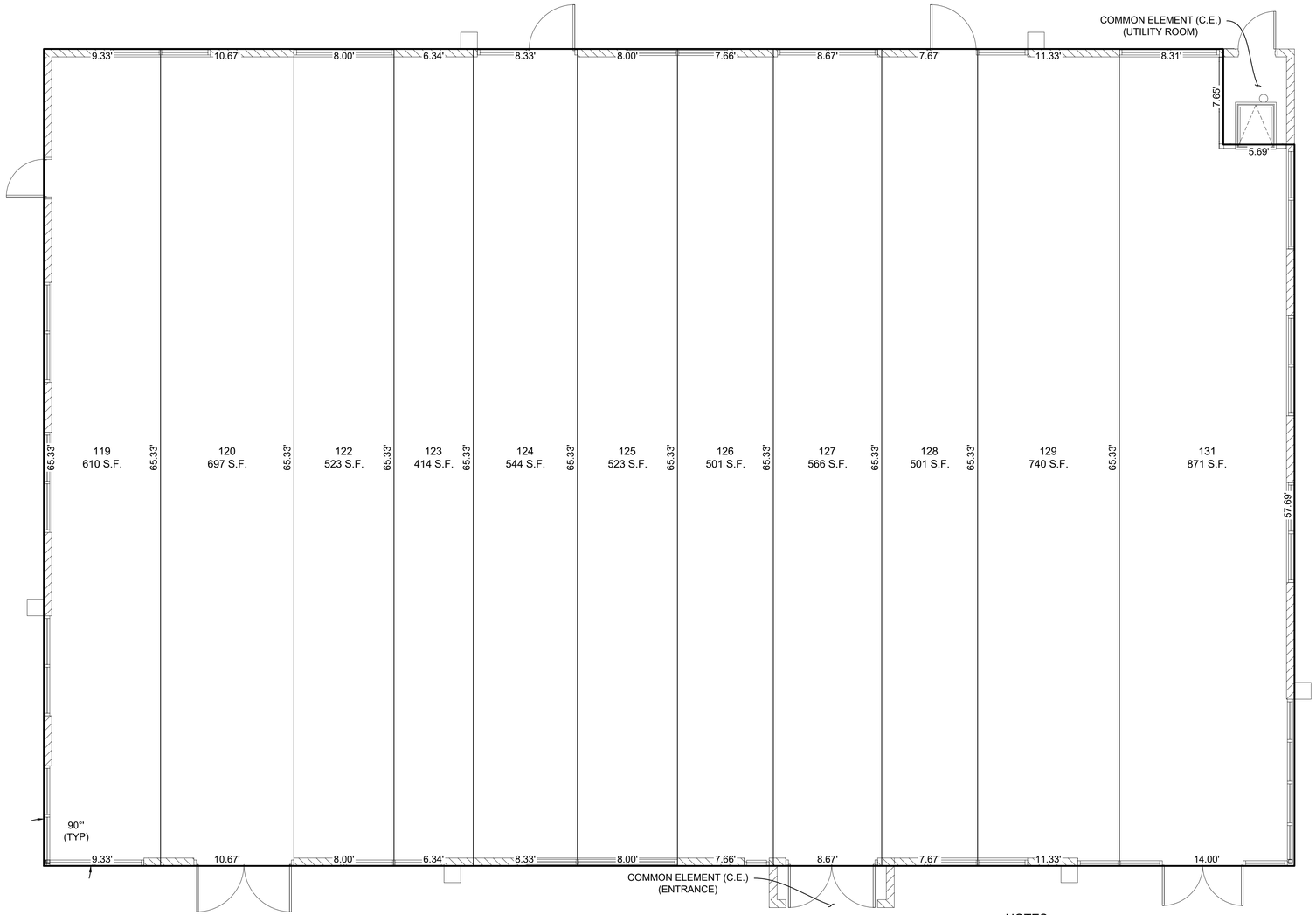
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CONDOMINIUM PLAT

FOR

AUVIANA MEDICAL COMPLEX

UNIT AREA TABLE	
UNIT	AREA (SF)
119	609.78
120	696.89
122	522.67
123	414.00
124	544.23
125	522.67
126	500.67
127	566.22
128	501.11
129	740.44
131	871.18
TOTAL	6489.86



NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49333
MATTHEW E.
AMENT
Date Signed 07/13/2020
ARIZONA U.S.A.

EXPIRES 03/31/2021

SCALE IN FEET
0 5 10
1 INCH = 5 FEET

BUILDING 300 LAYOUT

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	7 OF 10

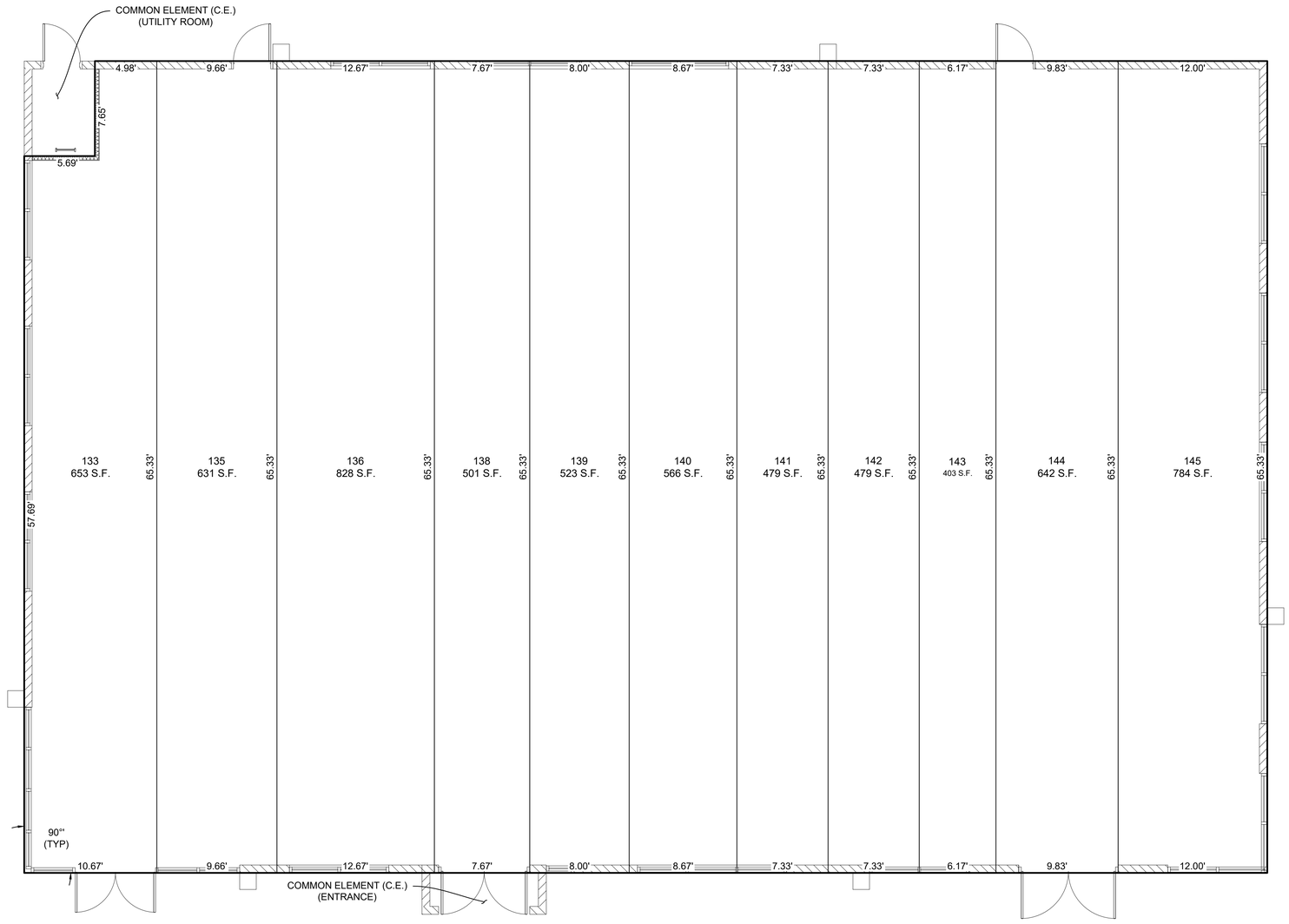
FS20-235

Plotted: 07/13/20 - 11:13 AM, By: DJEB
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CONDOMINIUM PLAT

FOR

AUVIANA MEDICAL COMPLEX



UNIT AREA TABLE	
UNIT	AREA (SF)
133	653.36
135	631.42
136	827.55
138	501.10
139	522.66
140	566.14
141	479.11
142	479.10
143	402.96
144	642.36
145	784.04
TOTAL	6489.80

NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49333
MATTHEW E. AMENT
Date Signed 07/ 01/2020
ARIZONA, U.S.A.

EXPIRES 03/31/2021

SCALE IN FEET
0 5 10
1 INCH = 5 FEET

BUILDING 400 LAYOUT

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	8 OF 10

FS20-235

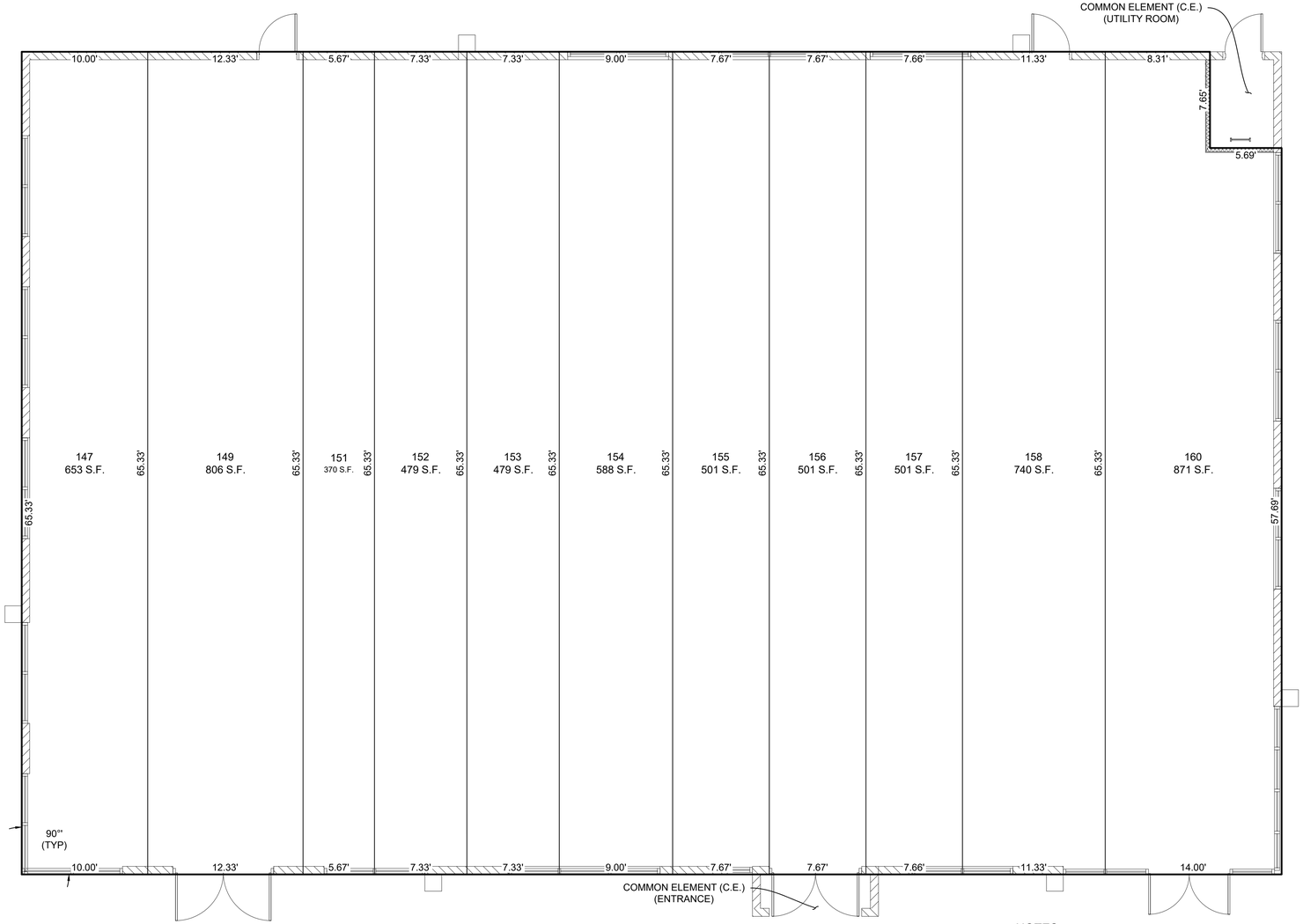
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CONDOMINIUM PLAT

FOR

AUVIANA MEDICAL COMPLEX

UNIT AREA TABLE	
UNIT	AREA (SF)
147	653.29
149	805.64
151	370.36
152	479.11
153	479.11
154	587.86
155	501.10
156	501.10
157	500.58
158	740.44
160	871.22
TOTAL	6492.81



NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49333
MATTHEW E.
AMENT
Date Signed 07/13/2020
ARIZONA U.S.A.

EXPIRES 03/31/2021

SCALE IN FEET
0 5 10
1 INCH = 5 FEET

BUILDING 500 LAYOUT

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	9 OF 10

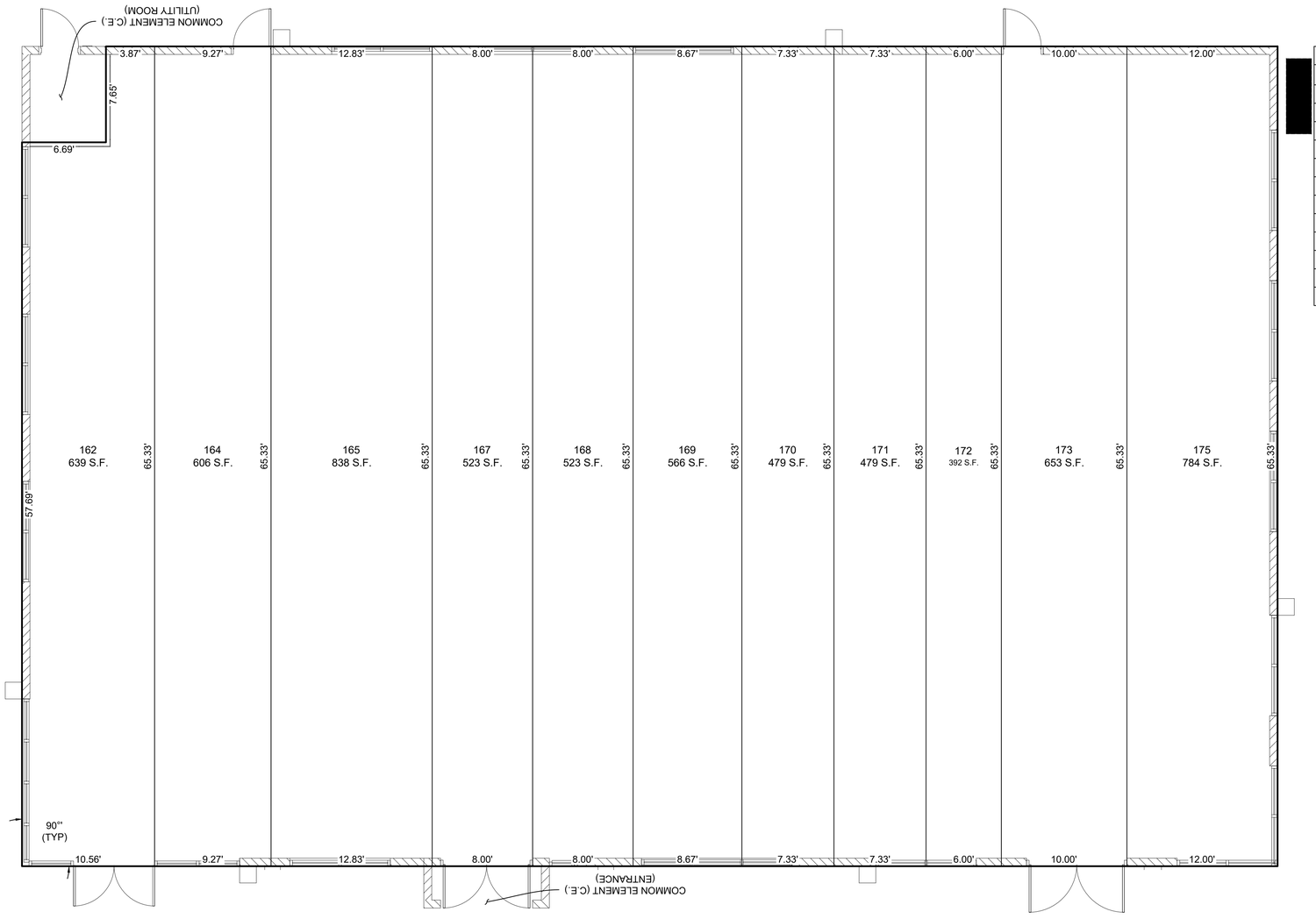
FS20-235

Plotted: 07/13/21 - 11:13 AM, By: USER
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CONDOMINIUM PLAT

FOR

AUVIANA MEDICAL COMPLEX



UNIT AREA TABLE	
UNIT	AREA (SF)
162	638.91
164	605.78
165	838.44
167	522.66
168	522.66
169	566.14
170	479.10
171	479.10
172	391.99
173	653.32
175	784.03
TOTAL	6482.13

NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49333
MATTHEW E. AMENT
Date Signed 07/13/2020
ARIZONA U.S.A.

EXPIRES 03/31/2021

SCALE IN FEET
0 5 10
1 INCH = 5 FEET

BUILDING 600 LAYOUT

CIVIL + SURVEY
AMENT
PROFESSIONAL SERVICES
18206 N 19TH AVE, SUITE 2B
PHOENIX, AZ 85023
WWW.AMENTPRO.COM
OFFICE: 480-656-0191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED INSECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE:	FIELD:	DR / CHK:	JOB NO:	SHEET:
07/13/2020	BM	KMT / MEA	20005	10 OF 10

FS20-235

Plotted: 07/13/20 - 11:12 AM By: kaitlin
File: K:\Projects\20005-2-Auviana Condo\Plat - Regency - Surprise\DWG\20005_CONDO PLAT.dwg --> 10-fold/2

SURPRISE
ARIZONA

FS20-235
Auviana Medical Office Complex- Condo Plat

City Council

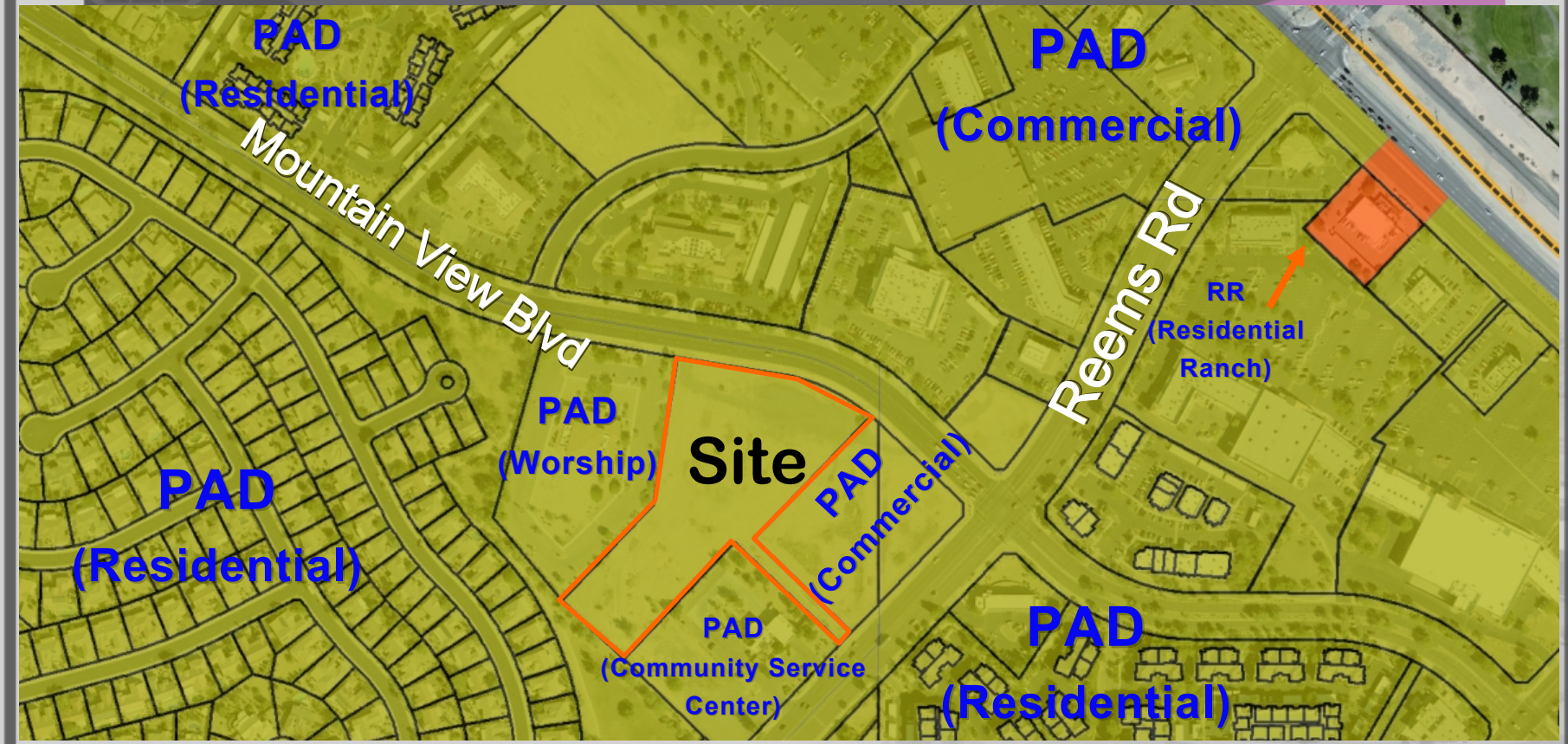
August 18, 2020

VICINITY MAP

FS20-235- Auviana Medical Office Complex Condo Plat



SURROUNDING ZONING



CONDOMINIUM PLAT
FOR
AUVIANA MEDICAL COMPLEX

THIS IS PARCEL 2 OF WORNING STAR PRESBYTERIAN CHURCH MINOR LAND DIVISION LOCATED IN SECTIONS 29 & 32 T4N, R1W
LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT REGENCY SUN CITY GRAND HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME CONDOMINIUM PLAT FOR "AUVIANA MEDICAL COMPLEX" A SUBDIVISION OF PARCEL 2 OF WORNING STAR PRESBYTERIAN CHURCH MINOR LAND DIVISION, RECORDED IN BOOK 1222 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS DESCRIBED HEREON, AND HEREBY PUBLISHES THIS CONDOMINIUM PLAT AND HEREBY DECLARES THAT SUCH PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT AS DESCRIBED HEREIN.

EASEMENT ARE DEDICATED AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE US TIMES OWNER OF ANCH 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 SUCH PARCEL CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT IN LOCATIONS DESIGNATED AS SITE ACCESS, COMMUNITY FACILITIES, TRACTS, ROADWAYS, DRIVEWAYS AND ANY PROPERTY WITHIN THE PLAT DEDICATED TO OWNERS ASSOCIATIONS FOR THE PURPOSE OF PROVIDING OWNERS AND EMERGENCY AND SERVICE PERSONNEL INGRESS AND EGRESS FOR EMERGENCY SERVICES.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL, NONEXCLUSIVE 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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NONEXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS EIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT TRAFFIC SIGNS REMAIN FREE OF EIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") PERPETUAL EASEMENTS AND RIGHTS OF WAY AS DESIGNATED ON THE PLAT FOR THE USE BY THE USAF AND ITS ASSIGNEES, INCLUDE, BUT ARE NOT LIMITED TO, THE RIGHT OF USE AND ASSIGNMENT TO THE CITY OF SURPRISE FOR THE PURPOSE OF OPERATIONS, PUBLIC USE, 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.

ALL PROPERTY, AMENITIES AND FACILITIES PROPOSED TO BE MAINTAINED BY THE UNIT OWNERS ASSOCIATION ARE SUBJECT TO FACILITIES AS COMMON ELEMENTS WITH AN UNDIVIDED INTEREST OWNED IN COMMON BY EACH UNIT OWNER.

AN EMERGENCY VEHICULAR ACCESS EASEMENT IS HEREIN DEDICATED TO THE CITY OF SURPRISE OVER THE COMMON ELEMENTS.

EXCEPT AS TO ANY AREAS SUBJECT TO THE EASEMENT OR EASEMENTS GRANTED TO MARICOPA WATER DISTRICT, AS DEPICTED ON THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, A PERPETUAL WATER AND SEWER EASEMENT ("EASEMENTS") AS DESCRIBED IN THE CC&RS IS HEREBY GRANTED TO MARICOPA WATER DISTRICT, AN ARIZONA MUNICIPAL CORPORATION ("CORPORATION"), ITS SUCCESSORS AND ASSIGNS, FOR THE USE, MAINTENANCE AND REPAIR (AND SIMILAR) AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES"), UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE FOLLOWING DESCRIBED REAL PROPERTY ("PROPERTY") WITH THE RIGHT TO CONSTRUCT, REPLACE, REMOVE, REPLACE, MAINTAIN, AND MINIMIZE THE FACILITIES FROM TIME TO TIME, TO ADD OR TO ALTER THE FACILITIES, AND TO REMOVE ANY OBSTRUCTIONS THAT INTERFERE WITH THE USE OF THE FACILITIES, TOGETHER WITH THE RIGHT OF UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

GRANTOR SHALL NOT ERECT OR CONSTRUCT, OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE, OR OTHER IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN. GRANTOR SHALL NOT, NOR PERMIT THE LESSEE OVER GRANTED'S FACILITIES TO BE CONSTRUCTED, ANY TREES, SHRUBS, OR OTHER VEGETATION WITHIN THE EASEMENTS. GRANTEE SHALL USE GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED OVER WITHIN THE EASEMENTS EXCEPT AS APPROVED BY GRANTEE, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED. GRANTEE SHALL USE ITS BEST EFFORTS TO LOCATE ITS FACILITIES WITHIN THE EASEMENTS SUCH THAT THE CLOSEST POINTS ON THE OUTSIDE EDGES SHALL BE MAINTAINED BETWEEN GRANTED'S FACILITIES AND GRANTOR'S FACILITIES OR IMPROVEMENTS A MINIMUM OF FIVE (5) FEET, UNLESS OTHERWISE AGREED TO BY GRANTEE. GRANTOR HEREBY GRANTS TO GRANTEE THE EASEMENT GRANTED HEREIN SHALL BE USED FOR ALL PURPOSES NECESSARY OR INCIDENTAL TO THE EASEMENT GRANTED HEREIN, SUBJECT TO THE DIRECT TERMS, IF ANY, HEREOF. GRANTOR ALSO GRANTS TO GRANTEE THE RIGHT TO USE ANY OTHER LOTS THAT ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENTS IN A MANNER THAT NOT UNREASONABLY INTERFERES WITH GRANTEE'S ACCESS TO THE FACILITIES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES DEPICTED AND DRAWN FROM THIS CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE TURN OF THE CENTURY DRIVE AND THE EASEMENTS, OR ANY TRACTS OF PARCEL 2 SHALL BE DEDICATED TO THE CITY OF SURPRISE SHALL BE DEDICATED TO CITY WITH ESTABLISHMENT OF THE FINAL PLAT. THE EASEMENTS AND TRACTS HEREIN DEDICATED TO THE CITY SHALL NOT OCCUR UNTIL FOR THE CITY OF SURPRISE EXHIBITED TO ACCEPTANCE BY SEPARATE DEDICATION DOCUMENT.

PUBLIC NOTICE

ALL OF THE PROPERTIES ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHT BY AIRCRAFT USING THE AIRFIELD. ALL PROPERTIES ARE SUBJECT TO AIRCRAFT OPERATIONS (INCLUDING BUT NOT LIMITED TO NOISE, VIBRATION, AND OTHER EFFECTS) AS ADOPTED BY THE CITY OF SURPRISE. A NOISE DISCLOSURE STATEMENT MUST BE SIGNED BY EACH BUYER CONTAINING IN FUTURE TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

REGENCY SUN CITY GRAND HOLDINGS, LLC DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) WAIVES ANY AND ALL CLAIMS AGAINST THE USAF AND THE CITY OF SURPRISE FOR DAMAGES OR LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OR ANY AND ALL PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE DUE, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL OCCASION 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 AUXILIARY FIELD. THE RELEASE AND WAIVER IS BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS RELEASE AND WAIVER SHALL NOT BE CONSTRUED TO LIMIT OR ALLEVIATE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FAILING AIRCRAFT OR FALLING PHYSICAL OBJECTS EMANATING FROM AIRCRAFT IN FLIGHT AS STATED IN 10 USCS § 2687 AND WITH RESPECT TO NOISE, VIBRATION, DUST, FUEL, AND LUBRICANT PARTICLES.

IN WITNESS WHEREOF:

THE UNDERSIGNED HAVE SIGNED THEIR NAMES ON THIS _____ DAY OF _____, 20___.

REGENCY SUN CITY GRAND HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

BY: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20___

OWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION _____

DULY ELECTED PRESIDENT

OF THE AUVIANA MEDICAL PLAZA CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

ACKNOWLEDGES THE RESPONSIBILITIES HEREON.

IN WITNESS HEREOF THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS _____ DAY OF _____, 20___.

BY: AUVIANA MEDICAL PLAZA CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., ITS PRESIDENT

BY: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20___

LIENHOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
SUCCESSOR IN INTEREST TO THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR _____ AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED _____, 20___, AT RECORDER'S NO. _____ RECORDS OF MARICOPA COUNTY, ARIZONA, HEREBY RATIFIES, APPROVES AND APPROVES THIS PLAT, AND EACH AND EVERY DEDICATION CONTAINED HEREIN.

IN WITNESS HEREOF THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS _____ DAY OF _____, 20___.

BY: _____

BY: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20___

KEY MAP (NTS)

BLDG I.D. - SHEET NO.



SHEET INDEX

1. COVER SHEET
2. SITE BOUNDARY & EASEMENTS
3. SITE PLAN & BUILDING TIES
4. BUILDING 100 - FIRST FLOOR
5. BUILDING 100 - SECOND FLOOR
6. BUILDING 200
7. BUILDING 300
8. BUILDING 400
9. BUILDING 500
10. BUILDING 600

APN

232-47-877

ZONING

SUN CITY GRAND PAD C1

LOT 1 OVERALL AREA

631,994 S.F.
1.994 AC

COMMON ELEMENT AREA

178,647 S.F.
4.135 AC

NOTICE OF SUN CITY GRAND DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A SUN CITY GRAND DEVELOPMENT AGREEMENT DATED JANUARY 16, 1996 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JULY 15, 1996, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 1996-0313650. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THE 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 WATER FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE WMD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT REGENCY SUN CITY GRAND HOLDINGS, LLC, 10280 E. INDIAN SCHOOL RD., SUITE 110, PHOENIX, AZ 85037, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 13, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 20___.

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

BY: _____
CHRISTINE CAN
ITS: PROPERTY & CONTRACTS MANAGER

ATTEST:

BY: _____
OLEN VORTHEIMER
ITS: ASSISTANT SECRETARY

REGENCY SUN CITY GRAND HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
ITS: _____

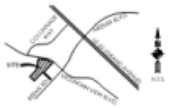
NOTES

1. ALL EASEMENTS SHALL BE MAINTAINED IN ACCORDANCE WITH THE CONDOMINIUM DECLARATION FOR PARCEL 2 OF "PLAT OF AUVIANA MEDICAL COMPLEX".
2. NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
3. THE UNIT NUMBERS SHOWN ON THIS PLAT ARE NOT TO BE MISCONSTRUED AS SUITE NUMBERS ASSIGNED BY THE CITY FOR ADDRESSING PURPOSES.
4. THE UNIT OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR IRRIGATION OF THE COMMON ELEMENTS. THE SOURCE OF IRRIGATION WATER FOR THE COMMON ELEMENTS SHALL BE AS DEFINED IN THE CITY APPROVED CONSTRUCTION PLANS OR AS ALTERED BY CITY APPROVED PLANS.
5. ALL COMMON ELEMENTS SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE CITY OF SURPRISE AND SHALL BE OWNED IN COMMON, WITH AN UNDIVIDED INTEREST, BY ALL UNIT OWNERS OF THE SUBDIVISION. THE COMMON PROPERTY SHALL BE INCLUDED WITHIN THE SCOPE OF THE DEED TRANSFERRING OWNERSHIP OF UNITS IN THIS CONDOMINIUM. THE UNIT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
6. A SURFACE EASEMENT IS HEREIN DEDICATED OVER THE COMMON ELEMENTS FOR THE PURPOSE OF INGRESS/EGRESS, POTABLE WATER, SANITARY SEWER, FIRE LINE, PEDESTRIAN ACCESS, VEHICULAR ACCESS, DRAINAGE AND DRAINAGE FACILITIES.
7. 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.
8. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPING MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE SIDEWALK/BERM/PAD, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
9. 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 AT TIER ACCEPTANCE.
10. IN ACCORDANCE WITH ARS § 9-463.01, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

SURVEYOR

AMENT PROFESSIONAL SERVICES, LLC
10150 S 15TH AVE, SUITE 2B
PHOENIX, AZ 85023
PHONE: 480-626-5191

CONTACT: MATTHEW E. AMENT R.L.S.



VICINITY MAP

DEVELOPER

REGENCY SUN CITY GRAND HOLDINGS, LLC
10150 E. PALM RIDGE DR.
SCOTTSDALE, AZ 85255

CONTACT: RON RICHMOND
PHONE: 480-659-5210

LEGAL DESCRIPTION

PARCEL 2, OF WORNING STAR PRESBYTERIAN CHURCH, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 922 OF MAPS, PAGE 50.

BASIS OF BEARING

THE MONUMENT LINE OF N. MOUNTAIN VIEW BLVD. NORTHWEST FROM N. REDHILL RD., USING A BEARING OF NORTH 40° 15' 00" WEST, PER THE PLAT OF RECORD "SUN CITY GRAND DESERT TRAILS II", PER BOOK 595, PAGE 13, M.C.R.

BENCHMARK

CITY OF SURPRISE BENCHMARK #1-10, BEING A 3" CITY OF SURPRISE BRASS CAP FLUSH STAMPED "BM #1-10" LOCATED AT THE INTERSECTION OF SUDDWATER RIDGE DRIVE & WATERFORD LANE, HAVING AN ELEVATION OF 1249.87 (NAVD88).

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE (CITY) AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 6, 1987 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1987, UNDER DOCUMENT NO. 87-0231170 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DEPICTED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DELINEATIONS OF UNMANNED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. 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 ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE WMD 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 PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS AGREE TO BE BOUND BY THE 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.

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREON HAVE EITHER BEEN SET OR LOCATED AS OCCURRED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MATTHEW E. AMENT
REGISTERED LAND SURVEYOR NO. 49333
10280 E 15TH AVE SUITE 2B
PHOENIX, AZ 85023

EXPIRES 09/30/2021

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT WAS RECEIVED AND APPROVED THIS _____ DAY OF _____, 20___, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED:

CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF SURPRISE, ARIZONA THIS _____ DAY OF _____, 20___.

ATTEST:

MAYOR DATE

CITY CLERK DATE

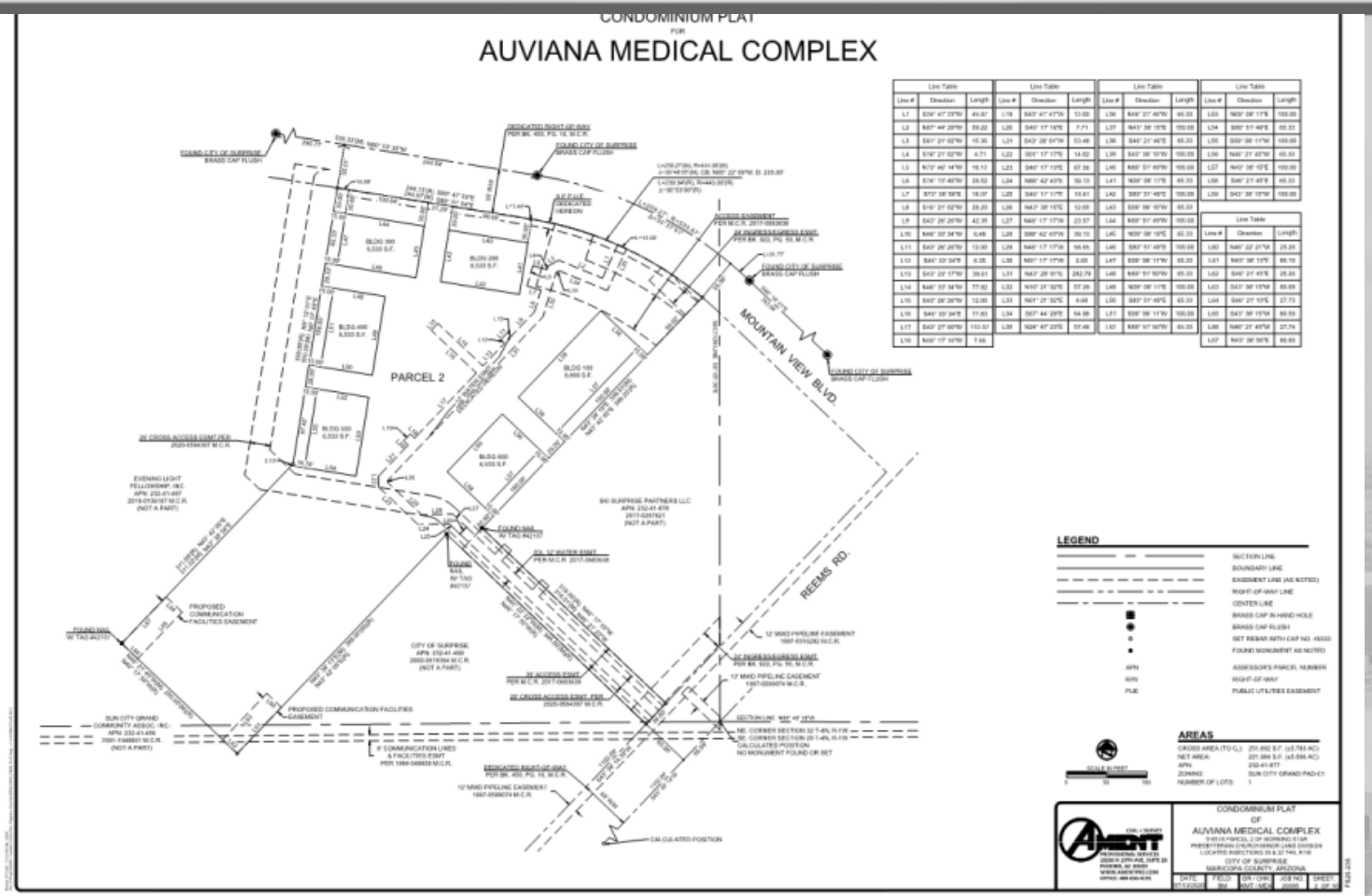
AMENT PROFESSIONAL SERVICES
10150 E. 15TH AVE, SUITE 2B
PHOENIX, AZ 85023
OFFICE: 480-626-5191

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF WORNING STAR PRESBYTERIAN CHURCH MINOR LAND DIVISION LOCATED IN SECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE	FIELD	DR / CHK	JOB NO	SHEET
07/12/2021	BW	MWT / MEA	20005	1 OF 10

Condo/Final Plat

CONDOMINIUM PLAT
FOR
AUVIANA MEDICAL COMPLEX



Line Table		
Line #	Direction	Length
L1	S24° 47' 23"W	44.97
L2	N67° 44' 29"W	59.22
L3	S41° 21' 02"W	16.36
L4	S18° 21' 02"W	4.71
L5	N13° 46' 14"W	16.12
L6	S18° 13' 46"W	26.52
L7	S73° 38' 58"E	18.07
L8	S18° 21' 02"W	28.23
L9	S43° 26' 26"W	42.35
L10	N46° 33' 34"W	0.46
L11	S43° 26' 26"W	13.00
L12	S46° 33' 34"E	0.35
L13	S43° 22' 17"W	39.61
L14	N46° 33' 34"W	77.62
L15	S43° 26' 26"W	13.00
L16	S46° 33' 34"E	77.63
L17	S43° 27' 00"W	112.37
L18	N46° 17' 10"W	7.44

Line Table		
Line #	Direction	Length
L19	S43° 41' 47"W	13.00
L20	S46° 17' 10"E	7.71
L21	S43° 28' 01"W	53.48
L22	S01° 17' 17"E	14.02
L23	S46° 17' 13"E	67.56
L24	N88° 42' 43"E	30.13
L25	S46° 17' 17"E	15.61
L26	N43° 26' 15"E	12.00
L27	N46° 17' 17"W	23.57
L28	S88° 42' 43"W	30.13
L29	N46° 17' 17"W	66.65
L30	N01° 17' 17"W	2.05
L31	N43° 28' 01"E	282.74
L32	N10° 21' 32"E	57.35
L33	N41° 21' 32"E	4.68
L34	S07° 44' 28"E	64.56
L35	N24° 47' 23"E	57.46

Line Table		
Line #	Direction	Length
L36	N46° 21' 46"W	65.33
L37	N43° 38' 15"E	100.00
L38	S46° 21' 46"E	65.33
L39	S43° 38' 15"W	100.00
L40	N88° 51' 49"W	100.00
L41	N09° 08' 11"E	65.33
L42	S88° 51' 49"E	100.00
L43	S09° 08' 10"W	65.33
L44	N88° 51' 49"W	100.00
L45	N09° 08' 10"E	65.33
L46	S88° 51' 49"E	100.00
L47	S09° 08' 11"W	65.33
L48	N88° 51' 50"W	65.33
L49	N09° 08' 11"E	100.00
L50	S88° 51' 49"E	65.33
L51	S09° 08' 11"W	100.00
L52	N88° 51' 50"W	65.33

Line Table		
Line #	Direction	Length
L53	N09° 08' 11"E	100.00
L54	S88° 51' 49"E	65.33
L55	S09° 08' 11"W	100.00
L56	N46° 21' 45"W	65.33
L57	N43° 38' 15"E	100.00
L58	S46° 21' 45"E	65.33
L59	S43° 38' 15"W	100.00

Line Table		
Line #	Direction	Length
L60	N46° 22' 21"W	25.26
L61	N43° 38' 13"E	80.10
L62	S46° 21' 45"E	25.26
L63	S43° 38' 15"W	80.09
L64	S46° 21' 13"E	27.73
L65	S43° 38' 15"W	80.59
L66	N46° 21' 45"W	27.74
L67	N43° 38' 56"E	80.60

LEGEND

	SECTION LINE
	BOUNDARY LINE
	EASEMENT LINE (AS NOTED)
	RIGHT-OF-WAY LINE
	CENTER LINE
	BRASS CAP IN HAND HOLE
	BRASS CAP FLUSH
	SET REBAR WITH CAP NO. 49333
	FOUND MONUMENT AS NOTED
APN	ASSESSOR'S PARCEL NUMBER
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITIES EASEMENT

SCALE IN FEET
0 50 100

AREAS

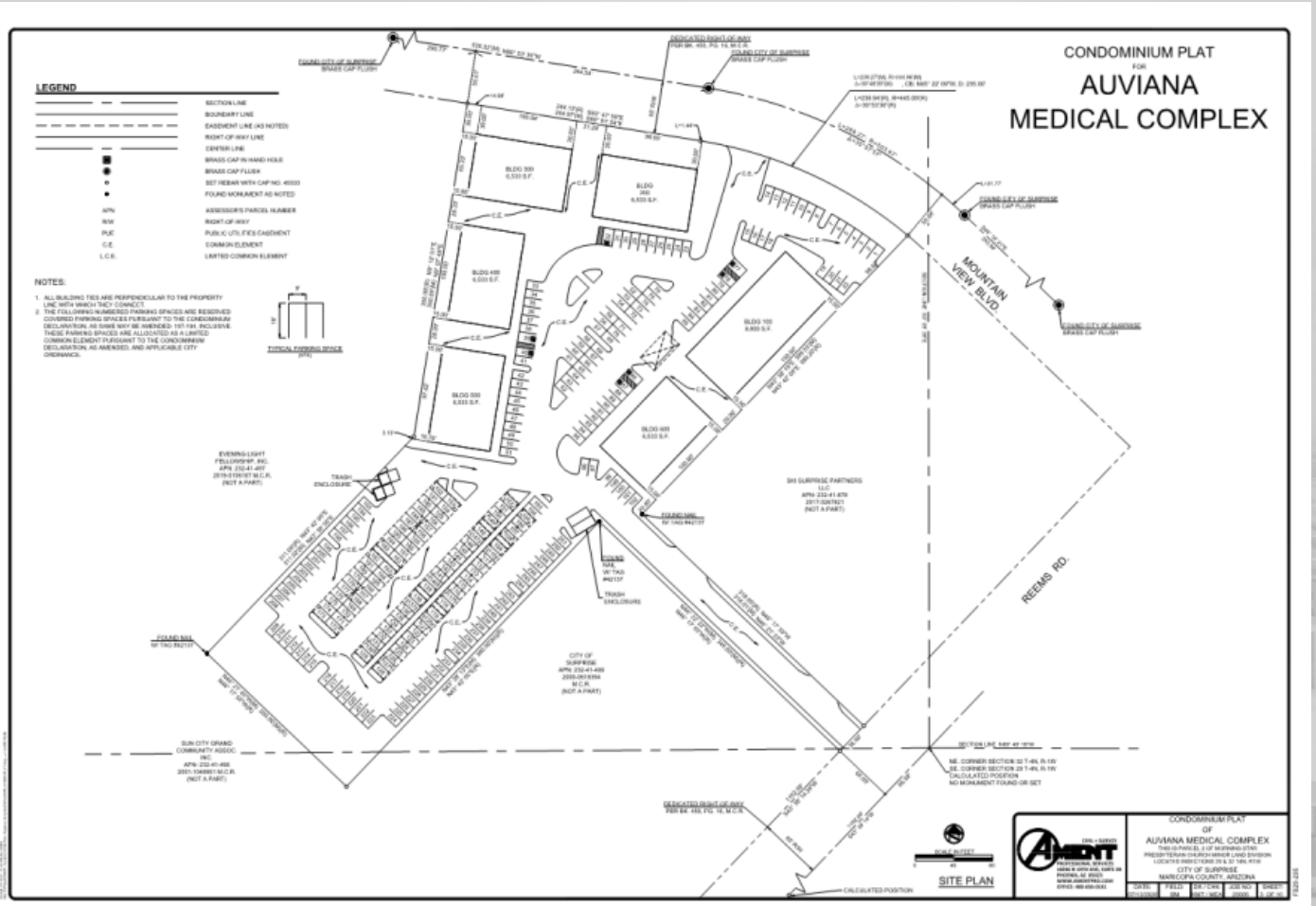
GROSS AREA (TO C/L)	251,692 S.F. (±5.743 AC)
NET AREA:	221,984 S.F. (±5.096 AC)
APN:	232-41-477
ZONING:	SUN CITY GRAND PAD-C1
NUMBER OF LOTS:	1

AMENT
CIVIL | SURVEY
PROFESSIONAL SERVICES
2929 N. 27TH AVE, SUITE 20
PHOENIX, AZ 85017
WWW.AMENTPRO.COM
OFFICE: 480-656-4185

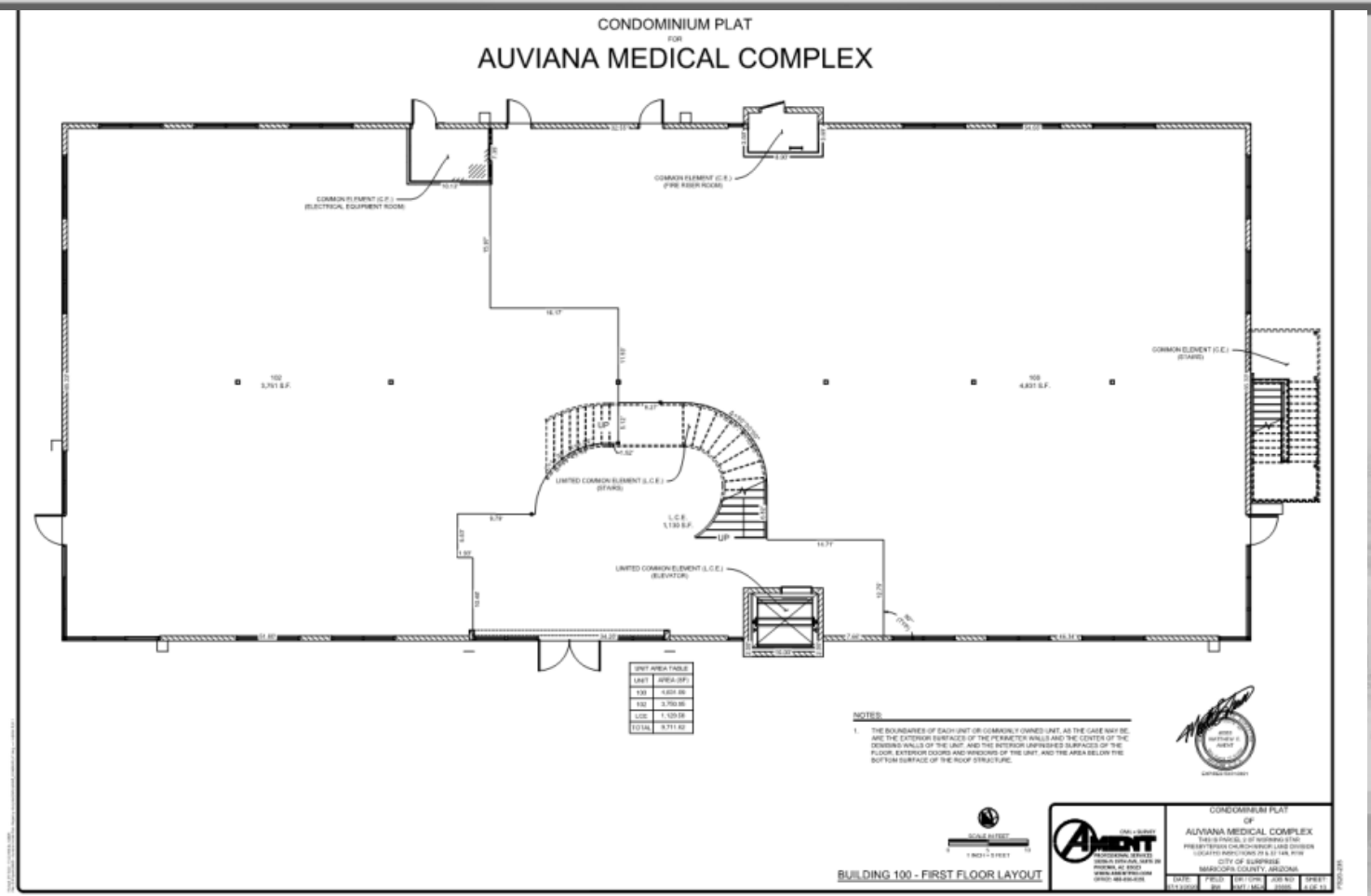
CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
A SUBDIVISION OF PARCEL 2 OF MORNING STAR PRESBYTERIAN CHURCH (NEW LAND) DIVISION LOCATED IN SECTIONS 29 & 32 T4S, R1E
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE	FIELD	DR / CHK	JOB NO.	SHEET
01/13/2022	BM	DMT / MEA	20005	1 OF 1

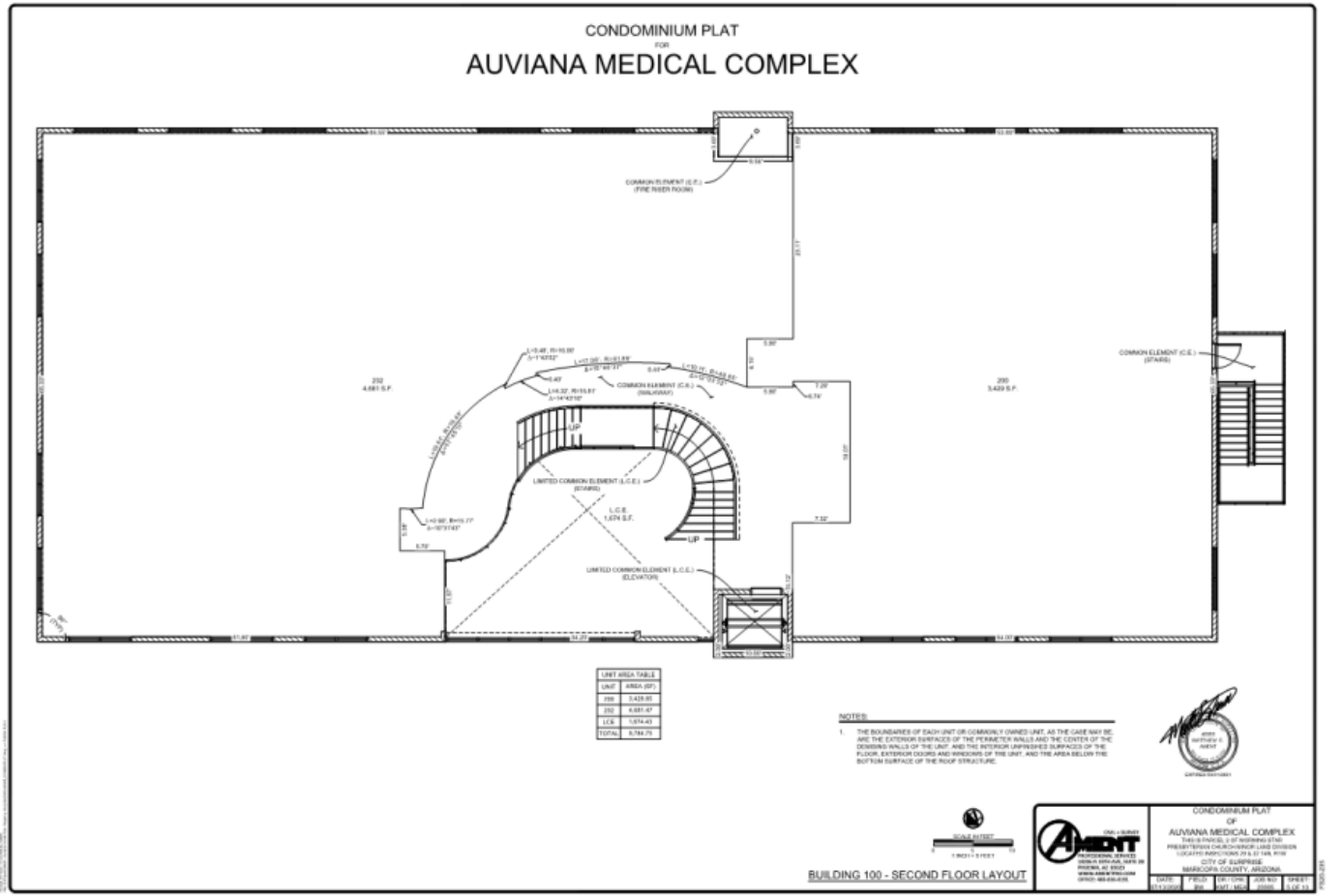
Condo/Final Plat



Condo/Final Plat

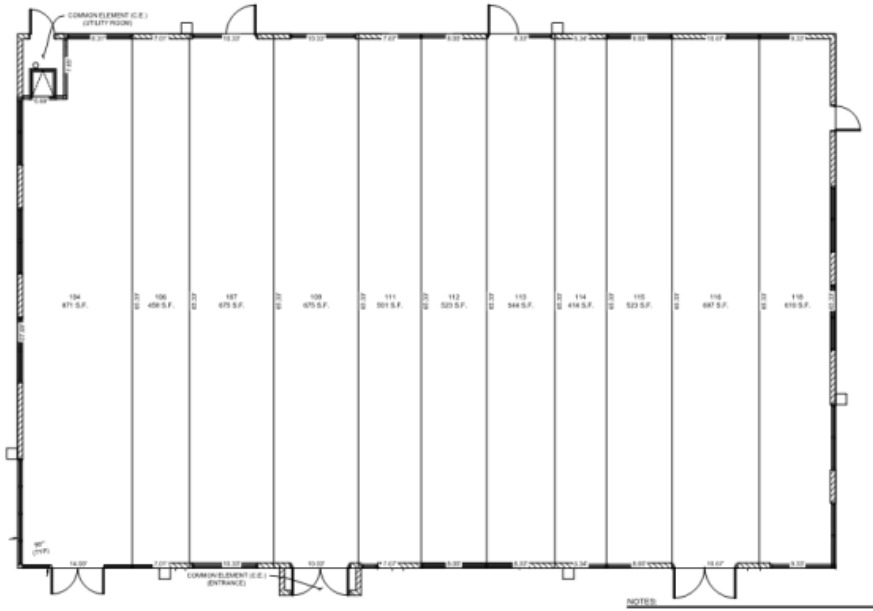


Condo/Final Plat



Condo/Final Plat

CONDOMINIUM PLAT
FOR
AUVIANA MEDICAL COMPLEX



UNIT AREA TABLE	
UNIT	AREA (SF)
104	671.13
106	457.71
107	674.97
109	674.97
111	501.03
112	522.67
113	544.70
114	413.98
115	522.67
116	696.85
118	609.85
TOTAL	6,490.09

NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

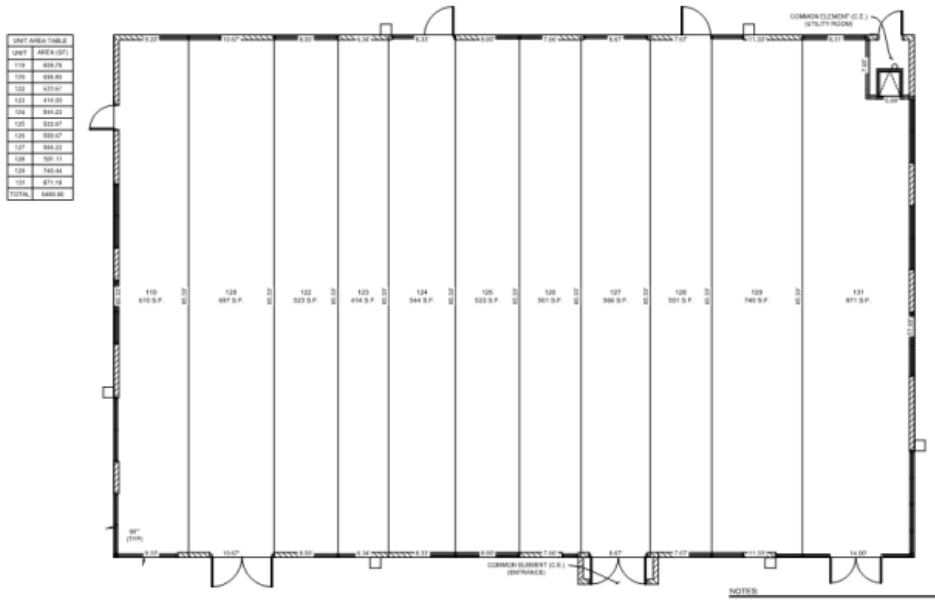
BUILDING 200 LAYOUT

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE	FIELD	DR / CHK	JOB NO.	SHEET
07/11/2022	BM	MT / MEJ	20220	1 OF 11

Condo/Final Plat

CONDOMINIUM PLAT
FOR
AUVIANA MEDICAL COMPLEX



NOTES:

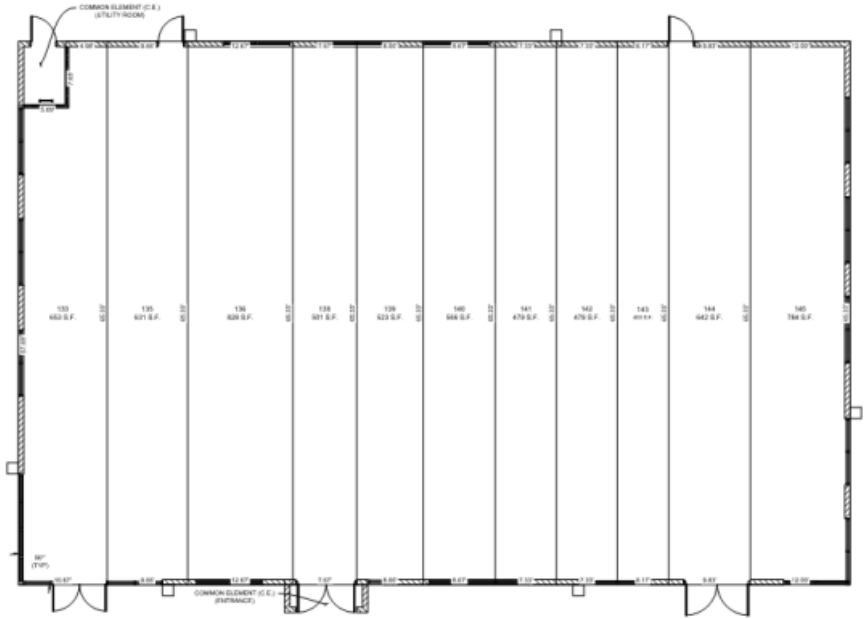
1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

BUILDING 300 LAYOUT

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

Condo/Final Plat

CONDOMINIUM PLAT
FOR
AUVIANA MEDICAL COMPLEX



UNIT AREA TABLE	
UNIT	AREA (SF)
133	652.36
135	631.42
136	627.55
139	551.19
140	522.66
141	566.14
142	479.11
143	479.13
144	462.36
145	642.36
TOTAL	784.04
	6459.80

NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

SCALE IN FEET
0 1 INCH = 5 FEET 10

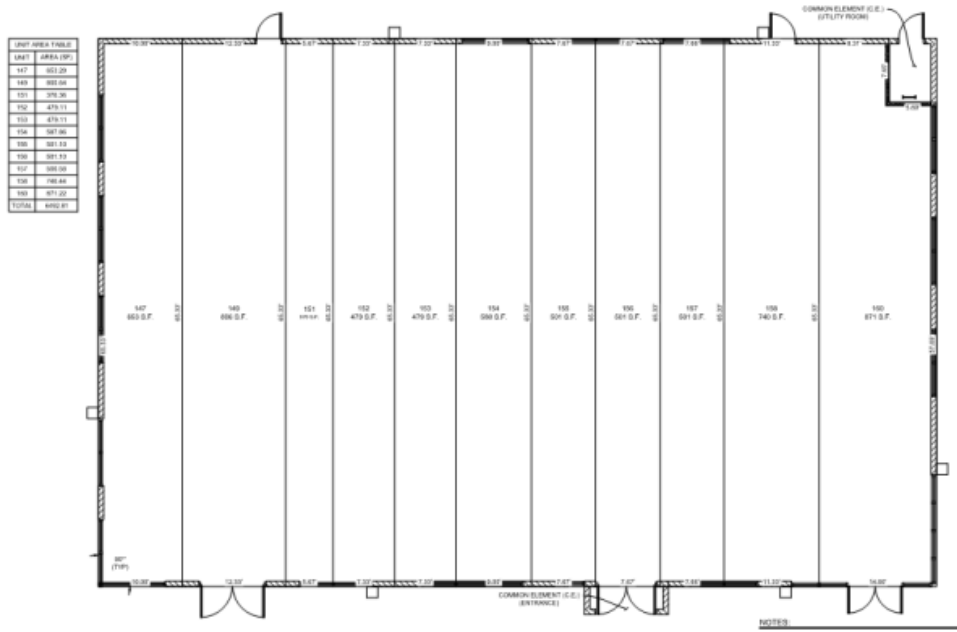
BUILDING 400 LAYOUT

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR
PRESBYTERIAN CHURCH MINOR LAND DIVISION
LOCATED WITHIN SECTIONS 15 & 22 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE	FIELD	DR / CHK	JOB NO.	SHEET
01/13/2023	BM	MAT / MEA	20005	4 OF 7

Condo/Final Plat

CONDOMINIUM PLAT
FOR
AUVIANA MEDICAL COMPLEX



UNIT AREA TABLE	
UNIT	AREA (SF)
147	663.29
149	695.68
151	376.36
152	479.11
153	479.11
154	597.86
155	501.13
156	501.13
157	500.58
158	740.44
159	871.22
TOTAL	6492.91

NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

BUILDING 500 LAYOUT

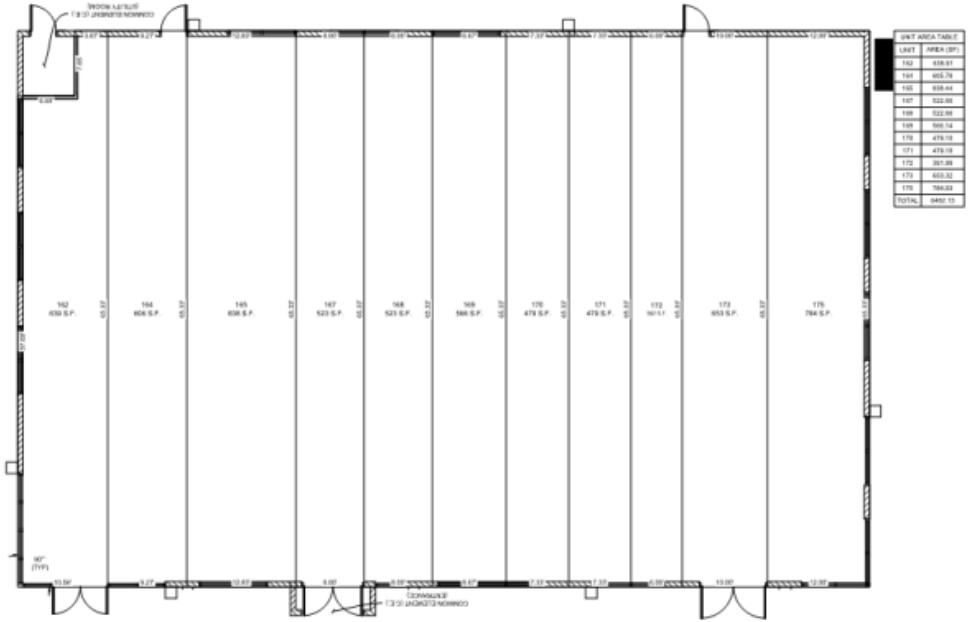
CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

Condo/Final Plat

CONDOMINIUM PLAT

FOR

AUVIANA MEDICAL COMPLEX



UNIT AREA TABLE	
UNIT	AREA (SF)
152	638.91
164	605.78
165	638.44
167	522.95
168	522.95
169	566.14
170	479.16
171	479.16
173	267.89
173	653.32
175	784.03
TOTAL	6450.13

NOTES:

1. THE BOUNDARIES OF EACH UNIT OR COMMONLY OWNED UNIT, AS THE CASE MAY BE, ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS AND THE CENTER OF THE DEMISING WALLS OF THE UNIT, AND THE INTERIOR UNFINISHED SURFACES OF THE FLOOR, EXTERIOR DOORS AND WINDOWS OF THE UNIT, AND THE AREA BELOW THE BOTTOM SURFACE OF THE ROOF STRUCTURE.

BUILDING 600 LAYOUT

CONDOMINIUM PLAT
OF
AUVIANA MEDICAL COMPLEX
THIS IS PARCEL 2 OF MORNING STAR PRESBYTERIAN CHURCH MINOR LAND DIVISION LOCATED IN SECTIONS 29 & 32 T4N, R1W
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

DATE: 07/13/2022 | FIELD: BM | DR / CHK: SMT / MEA | JOB NO: 20005 | SHEET: 10 OF 11

FSUD-245

Condo/Final Plat

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Rob 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 the approval of the Map of Dedication entitled, "Sarival Avenue realignment" dated July 20, 2020, generally located south of Waddell Road.

Motion:
I move to approve the Map of Dedication entitled, "Sarival Avenue Realignment" dated July 20, 2020.

Background:
Olsson, on behalf of Suburban Land Reserve, seeks approval of a Map of Dedication for a segment of Sarival Avenue located south of Waddell Road near COSTCO. The original MOD was recorded under Book 1011, Page 40 MCR.

Objective Analysis:
This MOD will reconfigure the Sarival Avenue alignment and runs concurrently with a Re-Plat for Prasada Phase 1B North, Lot 3 being processed under case FS20-077, also on this agenda.

Policy Compliant:
The requested Re-Plat is consistent with the Prasada PAD and advances the goals and policies of the General Plan.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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 FS20-088 Prasada Sarival MOD 08-18-20 CC Staff Report
2. 01 FS20-088 Prasada Sarival MOD Vicinity Map
3. 02 FS20-088 Prasada Sarival MOD Case Map
4. 03 FS20-088 Prasada Sarival MOD
5. 04 FS20-088 Prasada Sarival MOD Luke AFB Comments
6. 05 FS20-088 Prasada Sarival MOD Presentation
7. RW value FS20-088 Prasada Lot 1 Phase 1B North MOD

SURPRISE
ARIZONA

Map of Dedication

REPORT TO THE CITY COUNCIL

Case:	**FS20-088**
Project Name:	Prasada Sarival Map of Dedication
Council District:	3 - Mesquite
City Council Date:	**August 18, 2020**
Planner:	Robert H. Kuhfuss, AICP

Owner:	Suburban Land Reserve
Applicant:	Olsson
Request:	Map of Dedication for a portion of Sarival Avenue located south of Waddell Road
Site Location:	Generally located south of Waddell Road
Site Size:	0.448 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 MOD is consistent with the Prasada PAD.
- The proposed MOD is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

Approval of the requested MOD will allow a minor adjustment to be made to the Sarival Avenue alignment.

Denial of the requested MOD will cause the Sarivial Avenue alignment to remain in its current state.

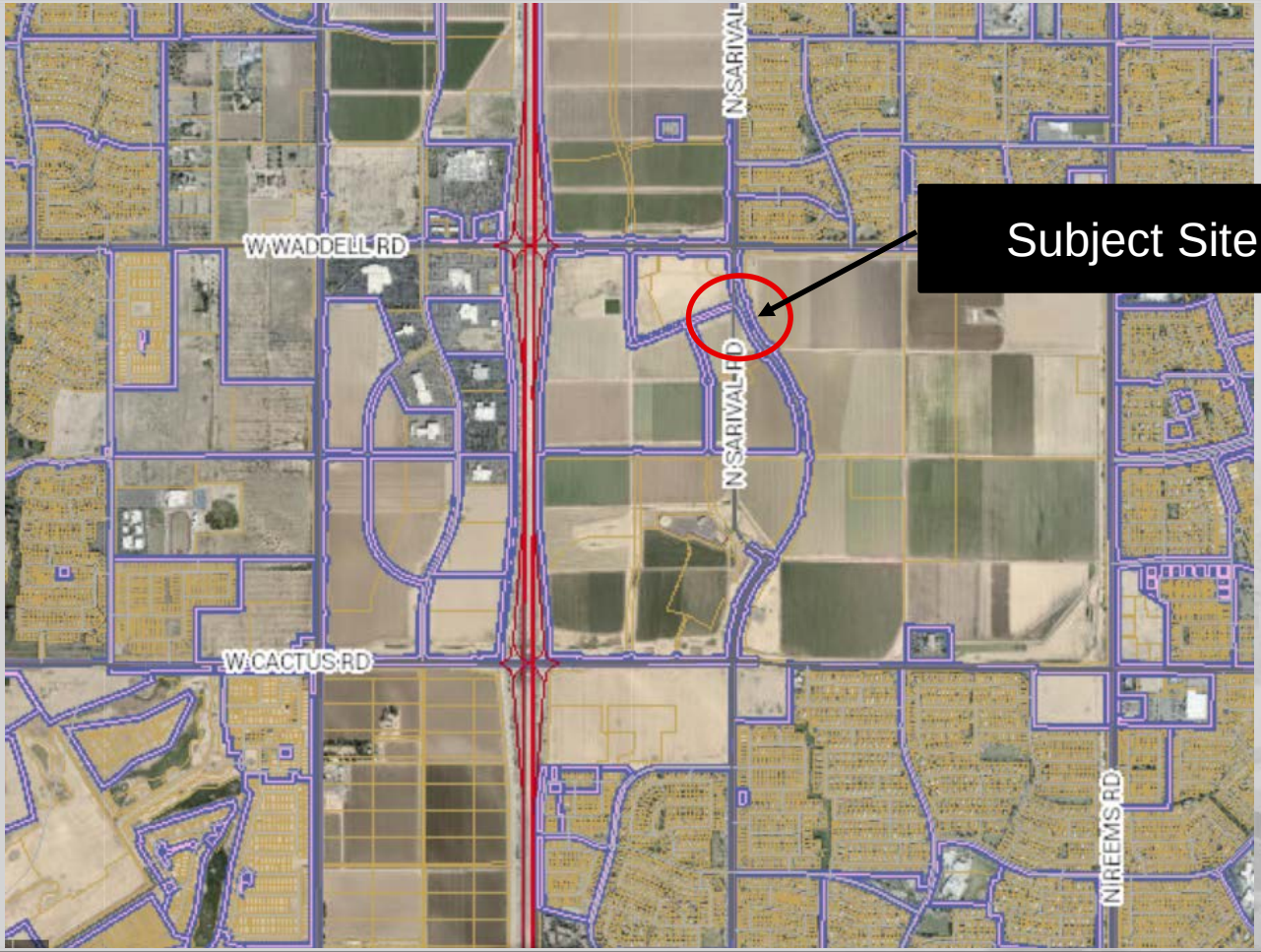
Additional Information:

The subject request involves a Map of Dedication for a segment of Sarival Avenue located south of Waddell Road near COSTCO. The subject MOD will serve to re-align the Sarival Avenue right-of-way and is being processed together with a companion Amended Re-Plat for Prasada Phase 1B North, Lot 3 under FS20-077, also on this agenda.

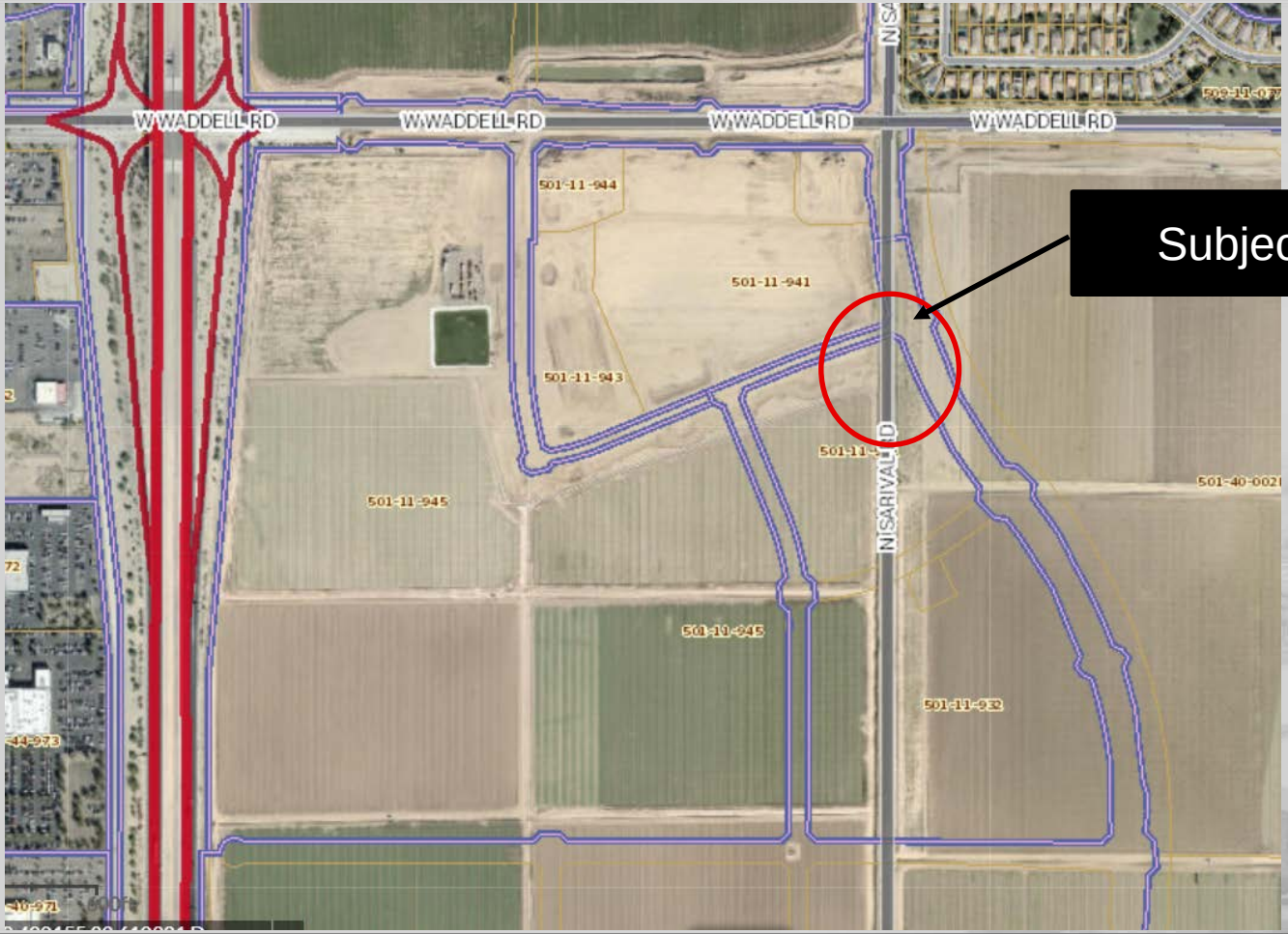
Attachments:

01 Vicinity Map
02 Case Map
03 Final Plat
04 Luke AFB comments

FS20-088 Vicinity Map



FS20-088 Case Map



MAP OF DEDICATION FOR SARIVAL AVENUE REALIGNMENT

A PORTION OF "LOT 1, PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT SUBURBAN LAND RESERVE, INC. AND WESTCOR SURPRISE RSC, LLC/SUBURBAN LAND ETAL ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "MAP OF DEDICATION FOR SARIVAL AVENUE REALIGNMENT", A COMMERCIAL SUBDIVISION, BEING A PORTION OF LOT 1 OF "PRASADA–PHASE 1B NORTH", AS RECORDED IN BOOK 1011, PAGE 40, BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS MAP OF DEDICATION FOR SARIVAL AVENUE REALIGNMENT AS AND FOR THE PLAT OF "PRASADA–PHASE 1B NORTH" AND DECLARES THAT THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE RIGHT–OF–WAY AND MULTI–USE EASEMENT CONSTITUTING SAME, AND THAT EACH SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS MAP OF DEDICATION.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE (THE "CITY") FEE TITLE TO ALL PUBLIC RIGHTS–OF–WAY AS SHOWN ON THE MAP OF DEDICATION.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS–OF–WAY 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 FORMAL COUNCIL ACTION.

SUBURBAN LAND RESERVE, INC. AND WESTCOR SURPRISE RSC, LLC/SUBURBAN LAND ETAL ("GRANTOR") HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THE PROPERTY SHOWN ON THIS MAP OF DEDICATION AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER SUCH PROPERTY, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, 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, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

SUBURBAN LAND RESERVE, INC.

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20___. BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

WESTCOR SURPRISE RSC, LLC/SUBURBAN LAND ETAL

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20___. BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

RELEASE OF LIABILTY

SUBURBAN LAND RESERVE, INC. AND WESTCOR SURPRISE RSC, LLC/SUBURBAN LAND ETAL ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANT 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 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 MAP OF DEDICATION OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGES 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.

MAP OF DEDICATION NOTES

1. PURSUANT TO A.R.S. § 42–11102, 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.
2. IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP OF DEDICATION ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
3. NO ON–SITE GRADING OR EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, PARKS AND PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BACK OF CURB, SHALL BE THE RESPONSIBILITY OF THE GRANTORS OR THEIR SUCCESSORS, ASSIGNEES AND DESIGNEES.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, FOR COMMUNITY NO. 040053. IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
6. THE EXISTING 66' COUNTY RIGHT–OF–WAY PER BK 6, PG 27, MCR AND THE RIGHT–OF–WAY DEDICATED BY THIS MAP OF DEDICATION ARE TO BE VACATED WITH FUTURE CONSTRUCTION OF THE FULL BUILD–OUT OF SARIVAL AVENUE IN THE RIGHT–OF–WAY PLATTED PER BK 1011 PG 40, MCR.
7. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT–OF–WAY AS SHOWN ON THIS MAP OF DEDICATION SHALL BE THE RESPONSIBILITY OF WESTCOR SURPRISE RSC, LLC. UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.
8. 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.

AREAS	SQ FT	ACRES (MORE OR LESS)
RIGHT–OF–WAY (R/W)	19,498	0.448

LEGAL DESCRIPTION

A TRACT OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, BEING MARKED BY A 3" CITY OF SURPRISE BRASS CAP, FROM WHICH THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, BEING MARKED BY A 2" ALUMINUM CAP, BEARS SOUTH 00°26'49" W A DISTANCE OF 2635.17 FEET,

THENCE ALONG SAID WEST LINE OF THE NORTHWEST QUARTER SOUTH 00°26'49" WEST, A DISTANCE OF 1306.21 FEET;

THENCE LEAVING SAID WEST LINE SOUTH 89°33'11" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST LINE OF COUNTY RIGHT–OF–WAY AS RECORDED IN BOOK 6 AT PAGE 27 IN THE OFFICE OF THE MARICOPA COUNTY RECORDER AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID EAST LINE NORTH 00°26'49" EAST, A DISTANCE OF 366.94 FEET;

THENCE LEAVING SAID EAST LINE ALONG A NON–TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1930.00 FEET FOR AN ARC LENGTH OF 34.69 FEET (SAID CURVE HAVING A DELTA ANGLE OF 01°01'48", WITH A CHORD WHICH BEARS SOUTH 24°19'57" EAST A DISTANCE OF 34.69 FEET);

THENCE ALONG A NON–TANGENT CURVE TO THE LEFT WITH A RADIUS OF 463.78 FEET FOR AN ARC LENGTH OF 13.01 FEET (SAID CURVE HAVING A DELTA ANGLE OF 01°36'28", WITH A CHORD WHICH BEARS NORTH 7°50'41" EAST A DISTANCE OF 13.01 FEET);

THENCE NORTH 07°02'26" EAST, A DISTANCE OF 29.91' TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 464.78 FEET FOR AN ARC LENGTH OF 147.27 FEET (SAID CURVE HAVING A DELTA ANGLE OF 18°09'18", WITH A CHORD WHICH BEARS NORTH 02°02'12" WEST A DISTANCE OF 146.65 FEET) TO THE WESTERN LINE OF NORTH SARIVAL AVENUE AS SHOWN ON THE FINAL PLAT OF PRASADA PHASE 1B SOUTH BEING RECORDED IN BOOK 954 AT PAGE 50 IN OFFICE OF THE MARICOPA COUNTY RECORDER;

THENCE ALONG SAID WESTERN LINE SOUTH 63°46'28" EAST, A DISTANCE OF 3.23 FEET;

THENCE CONTINUING ALONG SAID WESTERN LINE ALONG A NON–TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1856.00 FEET FOR AN ARC LENGTH OF 195.94 FEET (SAID CURVE HAVING A DELTA ANGLE OF 06°02'56", WITH A CHORD WHICH BEARS SOUTH 22°38'48" EAST A DISTANCE OF 195.85 FEET);

THENCE LEAVING SAID WESTERN LINE ALONG A NON–TANGENT CURVE TO THE LEFT WITH A RADIUS OF 530.78 FEET FOR AN ARC LENGTH OF 131.17 FEET (SAID CURVE HAVING A DELTA ANGLE OF 14°09'32", WITH A CHORD WHICH BEARS SOUTH 17°48'07" WEST A DISTANCE OF 130.83 FEET);

THENCE SOUTH 24°52'53" WEST, A DISTANCE OF 28.94 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 469.22 FEET FOR AN ARC LENGTH OF 197.81 FEET (SAID CURVE HAVING A DELTA ANGLE OF 24°09'14", WITH A CHORD WHICH BEARS SOUTH 12°48'16" WEST A DISTANCE OF 196.35 FEET) TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINS 19,498 SQUARE FEET OR 0.448 ACRES OF LAND, MORE OR LESS.

OWNER

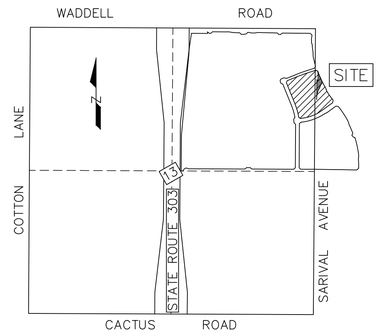
SUBURBAN LAND RESERVE
51 S. MAIN ST., SUITE 301
SALT LAKE CITY, UT 84111
PHONE: (801) 321–7533
CONTACT: DANNY OWEN

DEVELOPER

WESTCOR SURPRISE RSC LLC
11411 N TATUM BLVD
PHOENIX, ARIZONA 85028
PHONE: (480) 556–7741
CONTACT: SCOTT WAGNER

SURVEYOR

OLSSON
7878 N 16TH STREET, STE 105
PHOENIX, AZ 85020
PHONE: (602) 748–1000
CONTACT: JONATHAN PITTMANN, RLS



SECTION 13, T3N, R2W

VICINITY MAP

NTS

SURVEYOR'S NOTES

1. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
2. ALL CORNERS SHOWN WILL HAVE MONUMENTS SET AT THE TIME OF APPROVAL OF THIS MAP OF DEDICATION.
3. NO DOCUMENTATION WAS FOUND OR PROVIDED THAT CALLS FOR THE ABANDONING OF THE EXISTING PAVED SARIVAL AVENUE ALONG THE EAST LINE OF SECTION 13, T3N, R2W, G&SRM, FROM WADDELL ROAD TO CACTUS ROAD.

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID LINE BEARING N00°26'49"E AS MEASURED AND RECORDED IN REPLAT OF LOT 3 PRASADA PHASE 1B NORTH IN BOOK 1477, PAGE 13, MARICOPA COUNTY RECORDS.

FLOOD ZONE

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION 'ZONE X', BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 04013C1660L, WITH AN REVISION DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, SURPRISE, ARIZONA. ZONE X BEING 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.

APPROVALS

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED

THIS ___ DAY OF _____, 20___.

_____
CITY ENGINEER

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

THIS ___ DAY OF _____, 20___.

_____
MAYOR

ATTEST:

_____
CITY CLERK DATE

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 JUNE 2019, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED. THE BOUNDARY SURVEY, AS SHOWN ON THIS MAP OF DEDICATION, MEETS THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

JONATHAN PITTMANN
REGISTERED LAND SURVEYOR
ARIZONA REG. NO. 48008
7878 N 16TH STREET, STE 105
PHOENIX, AZ 85020

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48008
JONATHAN
PITTMANN
Date Signed 06/12/2020
ARIZONA U.S.A.

CASE NO.: FS20-088

olsson
www.olsson.com
TEL 602.748.1000
7878 North 16th Street, Suite 105
Phoenix, AZ 85020-5282

REVISIONS

REV NO.	DATE	REVISIONS DESCRIPTION

MAP OF DEDICATION FOR SARIVAL AVENUE REALIGNMENT
"LOT 1, PRASADA - PHASE 1B NORTH", A COMMERCIAL SUBDIVISION

A PORTION OF "LOT 1, PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

2020

SURPRISE, ARIZONA

drawn by: EM
designed by:
checked by: GCH
project no.: 018-3610
date: 06/12/2020

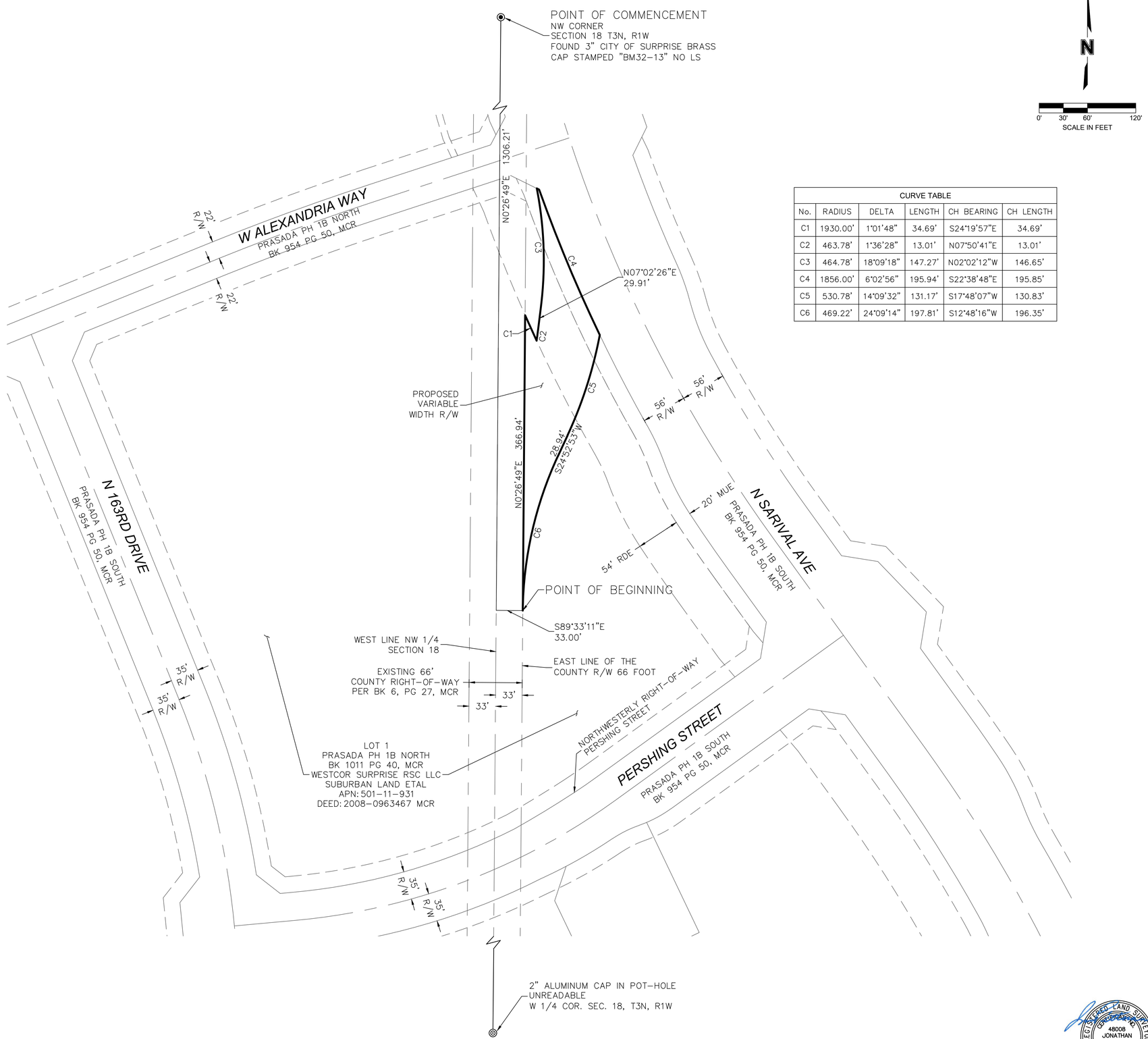
SHEET
1 of 2

DWG: F:\2018\3501-4000\018-3610\40-Design\Survey\SRVY\Map of Dedication\CAD\SRVY_MAP OF DEDICATION_0183610.dwg USER: emorton
DATE: Jul 02, 2020 11:03am XREFS: SRVY_BASE_0183610_RV3 GENE_HARRISON_LS_AZ

LEGEND

- SUBJECT PROPERTY BOUNDARY
- CALCULATED LINES OR TIES
- SECTION LINE
- ROAD CENTERLINE
- PUBLIC RIGHT-OF-WAY (R/W)
- EASEMENT LINE

APN = ASSESSORS PARCEL NUMBER
MCR = MARICOPA COUNTY RECORDS
RDE = REGIONAL DRAINAGE EASEMENT
MUE = MULTI-USE EASEMENT
R/W = PUBLIC RIGHT-OF-WAY



CURVE TABLE					
No.	RADIUS	DELTA	LENGTH	CH BEARING	CH LENGTH
C1	1930.00'	1°01'48"	34.69'	S24°19'57"E	34.69'
C2	463.78'	1°36'28"	13.01'	N07°50'41"E	13.01'
C3	464.78'	18°09'18"	147.27'	N02°02'12"W	146.65'
C4	1856.00'	6°02'56"	195.94'	S22°38'48"E	195.85'
C5	530.78'	14°09'32"	131.17'	S17°48'07"W	130.83'
C6	469.22'	24°09'14"	197.81'	S12°48'16"W	196.35'

olsson
7878 North 16th Street, Suite 105
Phoenix, AZ 85020-5282
TEL 602.748.1000
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

MAP OF DEDICATION FOR SARIVAL AVENUE REALIGNMENT
"LOT 1, PRASADA - PHASE 1B NORTH", A COMMERCIAL SUBDIVISION

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SURPRISE, ARIZONA

2020

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48008
JONATHAN
PITTMANN
Date Signed 06/12/2020
ARIZONA, U.S.A.

drawn by: EM
designed by:
checked by: GCH
project no.: 018-3610
date: 06/12/2020

SHEET
2 of 2

DWG: F:\2018\3501-4000\018-3610\40-Design\Survey\SRVY\Map of Dedication\CAD\SRVY_MAP OF DEDICATION_0183610.dwg USER: emorton
DATE: Jul 02, 2020 11:03am XREFs: SRVY_BASE_0183610_RV3 GENE_HARRISON_LS_AZ

From: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Sent: Friday, February 7, 2020 9:12 AM
To: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Subject: RE: [Non-DoD Source] FS20-088 Prasada Lot 1 Phase 1B North - MOD - New submittal (APN: 501-11-931)

Lorraine,

Thank you for the opportunity to provide comments on the Prasada Lot 1 Phase 1B North – Map of Dedication Project. The site is located at the southwest corner of Waddell Rd and Sarival Ave on the Prasada Lake Village Master Plan in Surprise, AZ. The application is to create a temporary roadway connection from the ultimate Sarival Ave to existing Sarival Ave. The site is located 2 miles outside the Luke AFB 1988 JLUS 65 LDN, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described, this project will not negatively impact the flying operations at Luke AFB. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform any potential tenants about Luke AFB operations.

Respectfully,
Reg

Reggie A Christianson
Strategic Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-6115
DSN: 896-6115

SURPRISE
ARIZONA

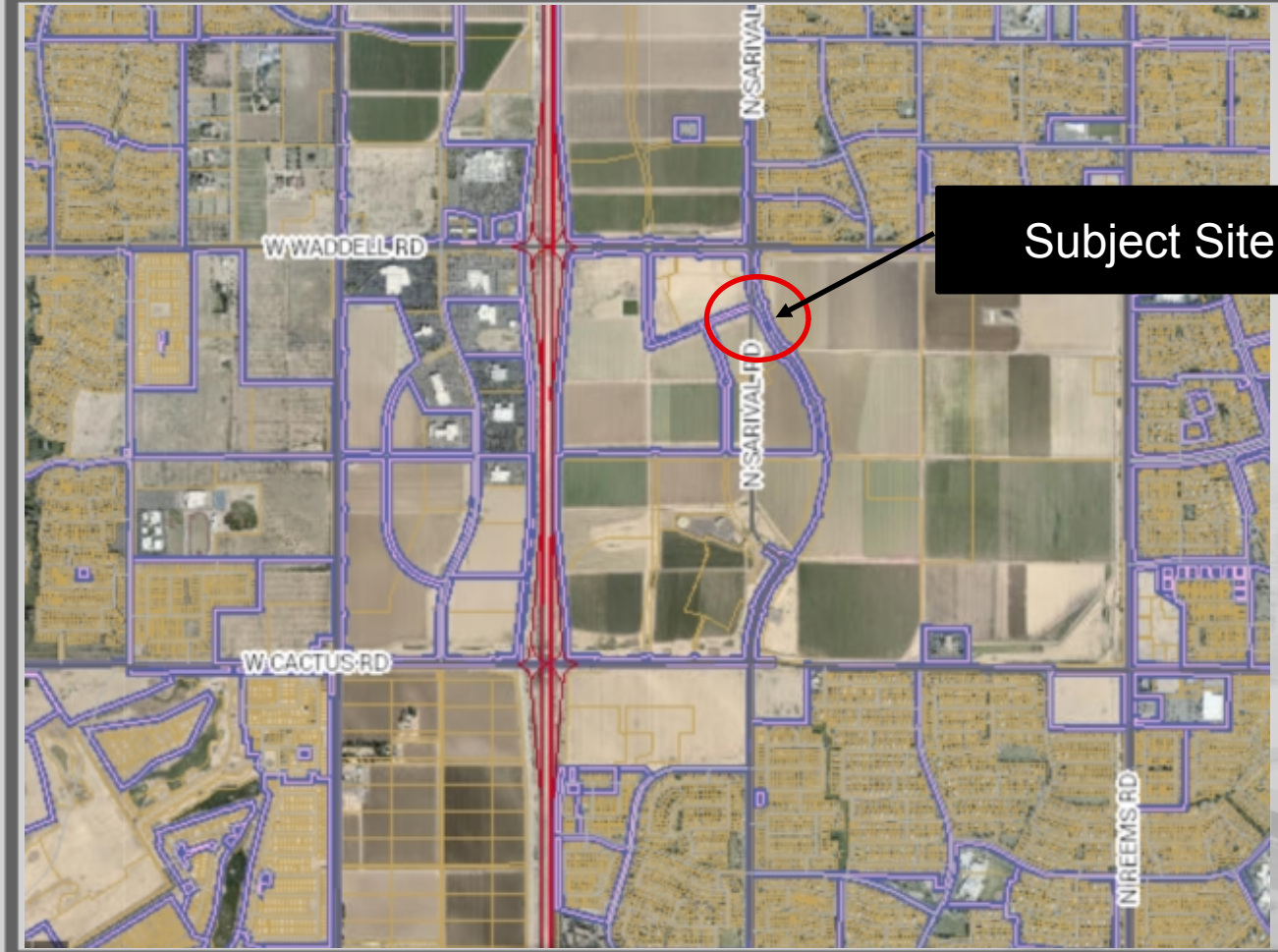
City Council

August 18, 2020

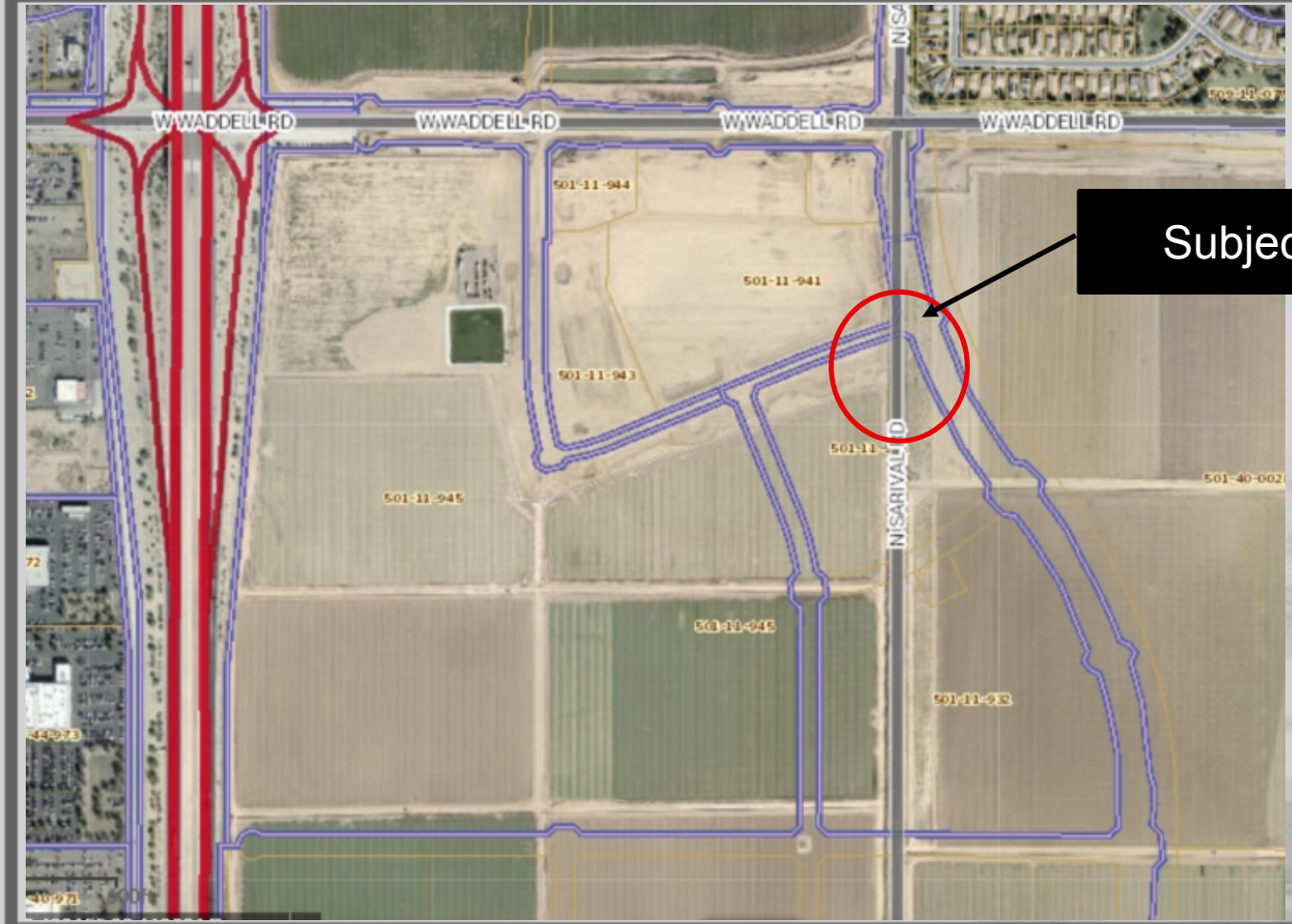
Prasada Sarival MOD

FS20-088

FS20-088 Vicinity Map



FS20-088 Case Map



MAP OF DEDICATION FOR SARIVAL AVENUE REALIGNMENT

A PORTION OF "LOT 1, PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT SUBURBAN LAND RESERVE, INC. AND WESTCOR SURPRISE RSC, LLC/SUBURBAN LAND ETAL ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "MAP OF DEDICATION FOR SARIVAL AVENUE REALIGNMENT", A COMMERCIAL SUBDIVISION, BEING A PORTION OF LOT 1 OF "PRASADA–PHASE 1B NORTH", AS RECORDED IN BOOK 1011, PAGE 40, BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS MAP OF DEDICATION FOR SARIVAL AVENUE REALIGNMENT AS AND FOR THE PLAT OF "PRASADA–PHASE 1B NORTH" AND DECLARES THAT THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE RIGHT-OF-WAY AND MULTI-USE EASEMENTS CONSTITUTING SAME, AND THAT EACH SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS MAP OF DEDICATION.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE (THE "CITY") FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE MAP OF DEDICATION.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY 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 FORMAL COUNCIL ACTION.

SUBURBAN LAND RESERVE, INC. AND WESTCOR SURPRISE RSC, LLC/SUBURBAN LAND ETAL ("GRANTOR") HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THE PROPERTY SHOWN ON THIS MAP OF DEDICATION AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER SUCH PROPERTY, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, 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, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

SUBURBAN LAND RESERVE, INC.

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

WESTCOR SURPRISE RSC, LLC/SUBURBAN LAND ETAL

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

RELEASE OF LIABILITY

SUBURBAN LAND RESERVE, INC. AND WESTCOR SURPRISE RSC, LLC/SUBURBAN LAND ETAL ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF), 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 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 MAP OF DEDICATION OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGES OR INJURY TO PERSON OR PROPERTY CAUSED BY FAILING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

MAP OF DEDICATION NOTES

1. PURSUANT TO A.R.S. § 42–11102, 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 14770, WHEN APPLICABLE.
2. IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP OF DEDICATION ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
3. NO ON–SITE GRADING OR EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, PARKS AND PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BACK OF CURB, SHALL BE THE RESPONSIBILITY OF THE GRANTORS OR THEIR SUCCESSORS, ASSIGNEES AND DESIGNEES.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1650L, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
6. THE EXISTING 66' COUNTY RIGHT–OF–WAY PER BK 6, PG 27, MCR AND THE RIGHT–OF–WAY DEDICATED BY THIS MAP OF DEDICATION ARE TO BE VACATED WITH FUTURE CONSTRUCTION OF THE FULL BUILD–OUT OF SARIVAL AVENUE IN THE RIGHT–OF–WAY PLATTED PER BK 1011 PG 40, MCR.
7. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT–OF–WAY AS SHOWN ON THIS MAP OF DEDICATION SHALL BE THE RESPONSIBILITY OF WESTCOR SURPRISE RSC, LLC, UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.
8. 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.

AREAS	SQ FT	ACRES (MORE OR LESS)
RIGHT–OF–WAY (R/W)	19,498	0.448

LEGAL DESCRIPTION

A TRACT OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, BEING MARKED BY A 3" CITY OF SURPRISE BRASS CAP, FROM WHICH THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, BEING MARKED BY A 3" ALUMINUM CAP, BEARS SOUTH 00°26'49" W A DISTANCE OF 2638.17 FEET;

THENCE ALONG SAID WEST LINE OF THE NORTHWEST QUARTER SOUTH 00°26'49" WEST, A DISTANCE OF 1306.21 FEET;

THENCE LEAVING SAID WEST LINE SOUTH 89°33'11" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST LINE OF COUNTY RIGHT–OF–WAY AS RECORDED IN BOOK 6 AT PAGE 27 IN THE OFFICE OF THE MARICOPA COUNTY RECORDER AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID EAST LINE NORTH 00°26'49" EAST, A DISTANCE OF 366.94 FEET;

THENCE LEAVING SAID EAST LINE ALONG A NON–TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1930.00 FEET FOR AN ARC LENGTH OF 34.89 FEET (SAID CURVE HAVING A DELTA ANGLE OF 01°01'48", WITH A CHORD WHICH BEARS SOUTH 24°19'57" EAST A DISTANCE OF 34.89 FEET);

THENCE ALONG A NON–TANGENT CURVE TO THE LEFT WITH A RADIUS OF 463.76 FEET FOR AN ARC LENGTH OF 13.01 FEET (SAID CURVE HAVING A DELTA ANGLE OF 01°36'28", WITH A CHORD WHICH BEARS NORTH 7°50'41" EAST A DISTANCE OF 13.01 FEET);

THENCE NORTH 07°02'26" EAST, A DISTANCE OF 29.91' TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 464.78 FEET FOR AN ARC LENGTH OF 147.27 FEET (SAID CURVE HAVING A DELTA ANGLE OF 18°09'18", WITH A CHORD WHICH BEARS NORTH 02°02'12" WEST A DISTANCE OF 146.66 FEET) TO THE WESTERN LINE OF SARIVAL AVENUE AS SHOWN ON THE FINAL PLAT OF PRASADA PHASE 1D SOUTH BEING RECORDED IN BOOK 954 AT PAGE 50 IN OFFICE OF THE MARICOPA COUNTY RECORDER;

THENCE ALONG SAID WESTERN LINE SOUTH 63°46'28" EAST, A DISTANCE OF 3.23 FEET;

THENCE CONTINUING ALONG SAID WESTERN LINE ALONG A NON–TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1956.00 FEET FOR AN ARC LENGTH OF 195.94 FEET (SAID CURVE HAVING A DELTA ANGLE OF 06°02'56", WITH A CHORD WHICH BEARS SOUTH 22°38'48" EAST A DISTANCE OF 195.85 FEET);

THENCE LEAVING SAID WESTERN LINE ALONG A NON–TANGENT CURVE TO THE LEFT WITH A RADIUS OF 530.78 FEET FOR AN ARC LENGTH OF 131.17 FEET (SAID CURVE HAVING A DELTA ANGLE OF 14°09'32", WITH A CHORD WHICH BEARS SOUTH 17°46'07" WEST A DISTANCE OF 130.83 FEET);

THENCE SOUTH 24°50'53" WEST, A DISTANCE OF 28.94 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 469.22 FEET FOR AN ARC LENGTH OF 197.81 FEET (SAID CURVE HAVING A DELTA ANGLE OF 24°09'14", WITH A CHORD WHICH BEARS SOUTH 12°48'16" WEST A DISTANCE OF 196.35 FEET) TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINS 19,498 SQUARE FEET OR 0.448 ACRES OF LAND, MORE OR LESS.

OWNER

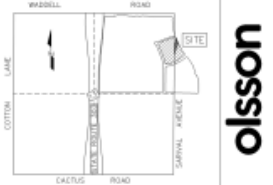
SUBURBAN LAND RESERVE
51 S. MAIN ST., SUITE 301
SALT LAKE CITY, UT 84111
PHONE: (801) 321–7533
CONTACT: DANNY OWEN

DEVELOPER

WESTCOR SURPRISE RSC LLC
11411 N TATUM BLVD
PHOENIX, ARIZONA 85028
PHONE: (480) 556–7741
CONTACT: SCOTT WAGNER

SURVEYOR

OLSSON
7878 N 16TH STREET, STE 105
PHOENIX, AZ 85020
PHONE: (602) 748–1000
CONTACT: JONATHAN PITTMANN, PLS



SECTION 13, T3N, R2W

VICINITY MAP
NTS

SURVEYOR'S NOTES

1. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
2. ALL CORNERS SHOWN WILL HAVE MONUMENTS SET AT THE TIME OF APPROVAL OF THIS MAP OF DEDICATION.
3. NO DOCUMENTATION WAS FOUND OR PROVIDED THAT CALLS FOR THE ABANDONING OF THE EXISTING PAVED SARIVAL AVENUE ALONG THE EAST LINE OF SECTION 13, T3N, R2W, GSRM FROM WADDELL ROAD TO CACTUS ROAD.

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID LINE BEARING N00°26'49"E AS MEASURED AND RECORDED IN REPLAT OF LOT 3 PRASADA PHASE 1B NORTH IN BOOK 1477, PAGE 13, MARICOPA COUNTY RECORDS.

FLOOD ZONE

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "ZONE X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 04013C1650L, WITH AN REVISION DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, SURPRISE, ARIZONA. ZONE X BEING 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.

APPROVALS

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED

THIS ____ DAY OF _____, 20____

_____
CITY ENGINEER

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

THIS ____ DAY OF _____, 20____

_____
MAYOR

ATTEST:

_____
CITY CLERK DATE

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 JUNE 2019, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED. THE BOUNDARY SURVEY, AS SHOWN ON THIS MAP OF DEDICATION, MEETS THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

JONATHAN PITTMANN
REGISTERED LAND SURVEYOR
ARIZONA REG. NO. 48008
7878 N 16TH STREET, STE 105
PHOENIX, AZ 85020

CASE NO.: FS20-088

olsson
2616 North 16th Street, Suite 105
Phoenix AZ 85020-5242
TEL: 602.748.1000
www.olsson.com

REVISIONS

NO.	DATE	REVISION DESCRIPTION

MAP OF DEDICATION FOR SARIVAL AVENUE REALIGNMENT
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2020
SURPRISE, ARIZONA

drawn by: SD
designed by:
checked by:
project no.: 2018.0803
date: 06/2020

SHEET
1 of 2

FS20-088 MOD



FS20-088 MOD

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **March 17, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS20-088 Prasada Lot 1 Phase 1B North MOD Right of Way Valuation**

The Value of the Right of Way associated with FS20-088 Prasada Lot 1 Phase 1B North MOD is $97,490.00.

The area being dedicated as right-of-way is 19,498 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Warranty Deed from the Kuczyk Family Trust for roadway improvements along Happy Valley Road between 155th and 157th avenues.

Motion:
I move to accept a Warranty Deed from the Kuczyk Family Trust.

Background:
The right of way being dedicated is in association with the road improvements being done by the developer to improve Happy Valley Road to access the Rancho Mercado Development.

Objective Analysis:
The planned improved roadway will need the additional right of way on the south side of Happy Valley Road for the completion of the roadway improvement leading into the Rancho Mercado Development.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M as part of the annual budget process when the road is in place and is accepted by the City.

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

ATTACHMENTS:
1. Kuczyk Warranty Deed
2. RW value for Kuczyk dedication

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

DANIEL N. KUCZYK AND KENNETH N. KUCZYK, Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995 ("Grantor"),

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

IN WITNESS WHEREOF, the Grantor has caused this ~~Special~~ Warranty Deed to be executed this 6 day of July, 2020.

GRANTOR:

DANIEL N. KUCZYK and KENNETH N. KUCZYK, Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995

DANIEL N. KUCZYK,
Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995

Date: 7-6-2020

KENNETH N. KUCZYK,
Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995

Date: _____

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6 day of July, 2020, by DANIEL N. KUCZYK, as Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995.

JULIE A ANDERSON
Notary Public - Arizona
Maricopa County
Commission # 562716
My Commission Expires May 02, 2023

Julie A Anderson
Notary Public

My Commission Expires:

5-2-2023

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by KENNETH N. KUCZYK, as Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995.

Notary Public

My Commission Expires:

_____

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this _____ day of _____. 2020.

GRANTOR:

DANIEL N. KUCZYK and KENNETH N. KUCZYK, Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995

_____

DANIEL N. KUCZYK,
Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995

Date: _____

_____

KENNETH N. KUCZYK,
Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995

Date: 7/2/2020

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by DANIEL N. KUCZYK, as Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995.

_____
Notary Public

My Commission Expires:

_____

STATE OF New York)
) ss.
County of Erie)

The foregoing instrument was acknowledged before me this 7 day of July 2020, 2020, by KENNETH N. KUCZYK, as Trustees of the Kuczyk Family Trust, Trust No. NHK-One, dated April 3, 1995.

Notary Public Debra S. VanMatter

My Commission Expires:

09-06-2023

DEBRA S VANNATTER
Notary Public - State of New York
NO. 01VA6171928
Qualified in Erie County
My Commission Expires Sep 6, 2023

GRANTEE: City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

My commission expires:

_____

Notary Public:

_____

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"

LEGAL DESCRIPTION
RANCHO MERCADO
HAPPY VALLEY ROAD RIGHT OF WAY
A.P.N. 503-56-002H

A PORTION OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 7 , TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3 1/2 INCH ALUMINUM CAP ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N89°44'45"W A DISTANCE OF 2625.84 FEET;

THENCE, ALONG SAID NORTH LINE OF SAID SECTION 7, N89°44'45"W A DISTANCE OF 656.46 FEET TO THE **POINT OF BEGINNING**;

THENCE, LEAVING SAID NORTH LINE OF SAID SECTION 7, S00°11'08"E A DISTANCE OF 160.00 FEET;

THENCE, N89°44'45"W A DISTANCE OF 656.53 FEET;

THENCE, N00°09'36"W A DISTANCE OF 160.00 FEET;

THENCE, S89°44'45"E A DISTANCE OF 656.46 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 105,035 SQUARE FEET OR 2.411 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
APRIL 16TH, 2020

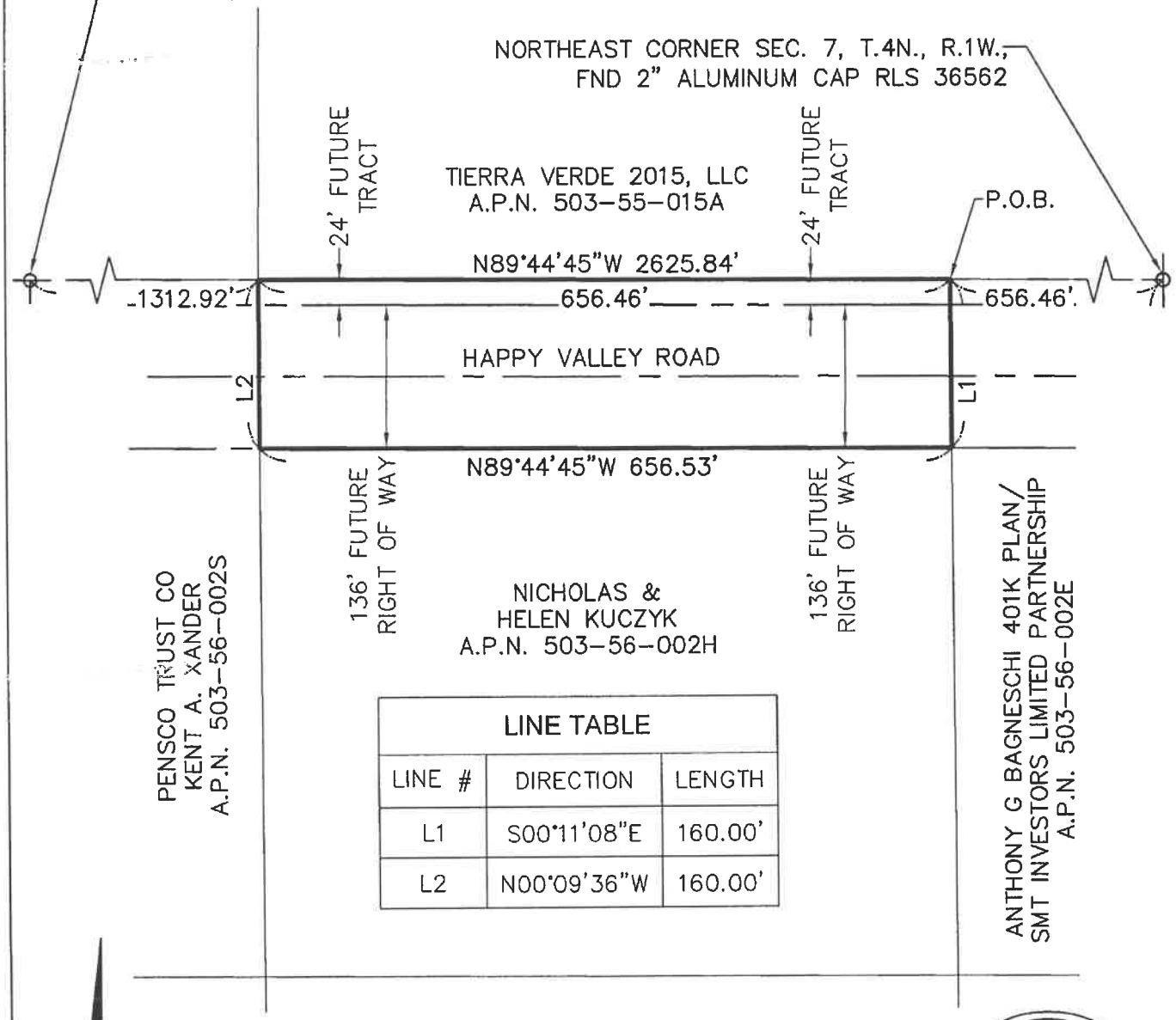


EXHIBIT "B"

HAPPY VALLEY RD 136' RIGHT OF WAY & 24' TRACT BEING A PART OF A.P.N. 503-56-002H

NORTH 1/4 CORNER SEC. 7, T.4N., R.1W., FND 3 1/2" ALUMINUM CAP

NORTHEAST CORNER SEC. 7, T.4N., R.1W., FND 2" ALUMINUM CAP RLS 36562



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°11'08"E	160.00'
L2	N00°09'36"W	160.00'

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed: 4/23/2020
ARIZONA, U.S.A.

Scale: 1"=150'

RIGHT OF WAY AND TRACT AREA
105,040 SQUARE FEET OR 2.411 ACRES±

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB NO# 09001944 -Sheet 2 of 2 04-16-2020
RANCHO MERCADO
HAPPY VALLEY ROAD RIGHT OF WAY
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

k:\09001944\dwg\survey\exhibits\happy valley road west rw\503-56-002h\09001944 happy valley rd west right of way 503-56-002h.dwg SAVE DATE: 4/16/2020 10:12 AM PLOT DATE: 5/11/2020 3:48 PM

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 28, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **Kuczyk dedication Right of Way Valuation**

The Value of the Right of Way associated with the Kuczyk dedication is $525,168.00.

The area being dedicated as right-of-way is 105,033.6 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a sewer line easement for Austin Ranch East at Citrus and Deer Valley Road.

Motion:
I move to accept the Sewer Line Easement for Austin Ranch East.

Background:
The sewer line will serve the Austin Ranch East development. It is needed in order for the project to move forward. The sewer line is near Citrus Road and Deer Valley Road.

Objective Analysis:
Approval of this item will allow the appropriate easement for the sewer line associated with the Austin Ranch East development.

Policy Compliant:
Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the sewer line is in place and is accepted by the City.

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

ATTACHMENTS:
1. 9.17.18 Sewer Line Easement Austin Ranch East -7.23.20 Update

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

SEWER LINE EASEMENT

This Sewer Line Easement (the "Easement") Agreement is executed this ____ day of _____, 20__, by and between Austin Ranch LLC, a limited liability company, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

A. Grantor is the fee title owner of a parcel of land as described in Deed # 20050753557 (as corrected by Deed #20051158226), public records of Maricopa County, Arizona.

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, non-exclusive sewer line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:

   a. Easements. Grantee shall maintain the sewer line and appurtenances thereto. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the sewer line for installation and maintenance of a sewer line). Grantor shall not erect or construct or permit to be erected or constructed any structure or other improvements within the Easement Areas other than the 12' Wide Decomposed Granite Access Road as depicted on Exhibit "C" ("Access Road"). This Sewer Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said sewer line.
   b. Restoration of Property. Grantee, its successors and assigns, and any employee, agent, or contractor of Grantee entering upon to perform any work within the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement Areas resulting from any such entry or work; (b) promptly remove any mechanic's or materialmen's

lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorneys' fees, solely to the extent arising from injuries to any person or property caused by Grantee's negligent performance of such maintenance, entry or work. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licensees and invitees in connection with Grantor's operations. Notwithstanding the foregoing, Grantor, its successors and assigns, shall (a) promptly repair and restore any damage to the landscape within the Easement Areas, including the Access Road, provided that the Access Road is not exclusive to the construction, installation, maintenance and/or replacement of the sewer line, resulting from manmade or natural causes or events, including, but not limited to, unauthorized motorized vehicle use, storms, fires, high winds, subsidence, erosion, and storm water runoff; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold Grantee, its successors and assigns, elected and appointed officials, employees, and agents, harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorneys' fees, solely to the extent arising from injuries to any person or property caused by Grantor's sole negligent performance of such repairs or restoration to the Easement Areas. Grantor will cause the least possible interference with the activities of Grantee and members of the public using the trail portions of the Easement Areas.

c. Term of Easement. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantors, Grantee and their respective heirs, administrator, personal representatives, successors and assigns. This Easement is effective as of the date and time that the Austin Ranch West Parcel 2 Final Plat is recorded in the official records of the Maricopa County Recorder's Office.

d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.

e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.

f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from

the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the gross negligence or intentional misconduct of Grantor.

g. Miscellaneous. Headings in this Sewer Line Easement are for convenience only and shall not define or limit the provision hereof. This Sewer Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Sewer Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Sewer Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Sewer Line Easement as of the date above-written.

GRANTOR:

Austin Ranch LLC
An Arizona limited liability company

By: _____

Its: MANAGER

STATE OF AZ)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 23rd day of July, 2020 by Alan Hamberlin, known by me as personally known.

_____
Notary Public

My Commission Expires: 11/21/2021

_____
GRANTEE:

Notary Public State of Arizona
Maricopa County
Amy Kathleen McDonough
My Commission Expires 11/21/2021

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20_, by _____, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

LEGAL DESCRIPTION OF
SEWER EASEMENT

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 15;
THENCE COINCIDENT WITH THE EAST LINE OF SAID SECTION,
S 00°12’48” E, A DISTANCE OF 13.87 FEET;
THENCE S 40°10’20” W, A DISTANCE OF 386.25 FEET TO A POINT ON A NON-TANGENT CURVE FROM WHICH POINT THE CENTER BEARS
S 55°59’56” W AT A DISTANCE OF 55.00 FEET;
THENCE ALONG A CURVE ON AN ARC TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 90°23’16”, A DISTANCE OF 86.77 FEET;
THENCE S 17°47’12” E, A DISTANCE OF 448.52 FEET;
THENCE S 06°53’08” E, A DISTANCE OF 501.01 FEET;
THENCE S 10°06’37” E, A DISTANCE OF 412.18 FEET;
THENCE S 09°33’05” W, A DISTANCE OF 196.89 FEET TO A POINT ON A NON-TANGENT CURVE FROM WHICH POINT THE CENTER BEARS
S 51°29’59” W AT A DISTANCE OF 345.84 FEET;
THENCE ALONG A CURVE ON AN ARC TO THE LEFT, HAVING A RADIUS OF 345.84 FEET, THROUGH A CENTRAL ANGLE OF 05°21’08”, A DISTANCE OF 32.31 FEET;
THENCE N 09°33’05” E, A DISTANCE OF 172.11 FEET;
THENCE N 10°06’37” W, A DISTANCE OF 408.55 FEET;
THENCE N 06°53’08” W, A DISTANCE OF 499.33 FEET;
THENCE N 17°47’12” W, A DISTANCE OF 444.96 FEET TO A POINT ON A NON-TANGENT CURVE FROM WHICH POINT THE CENTER BEARS
N 07°18’59” W AT A DISTANCE OF 55.00 FEET;
THENCE ALONG A CURVE ON AN ARC TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 217°00’27”, A DISTANCE OF 208.31 FEET;
THENCE N 40°10’20” E, A DISTANCE OF 382.08 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 15;

THENCE COINCIDENT WITH SAID MID-SECTION LINE, N 89°53’00” E, A DISTANCE OF 20.99 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING IN AREA 57,740.96 SQUARE FEET OR 1.326 ACRES MORE OR LESS.

DESCRIPTION PREPARED BY
MICHAEL J. THOLL, RLS # 22283
SAGE LAND SURVEYING
4897 S. MOSLEY DRIVE
CHANDLER, ARIZONA 85249
(480) 270-1538

AUGUST 6, 2018

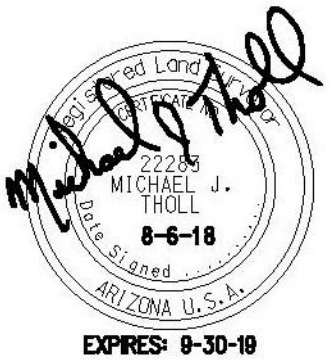
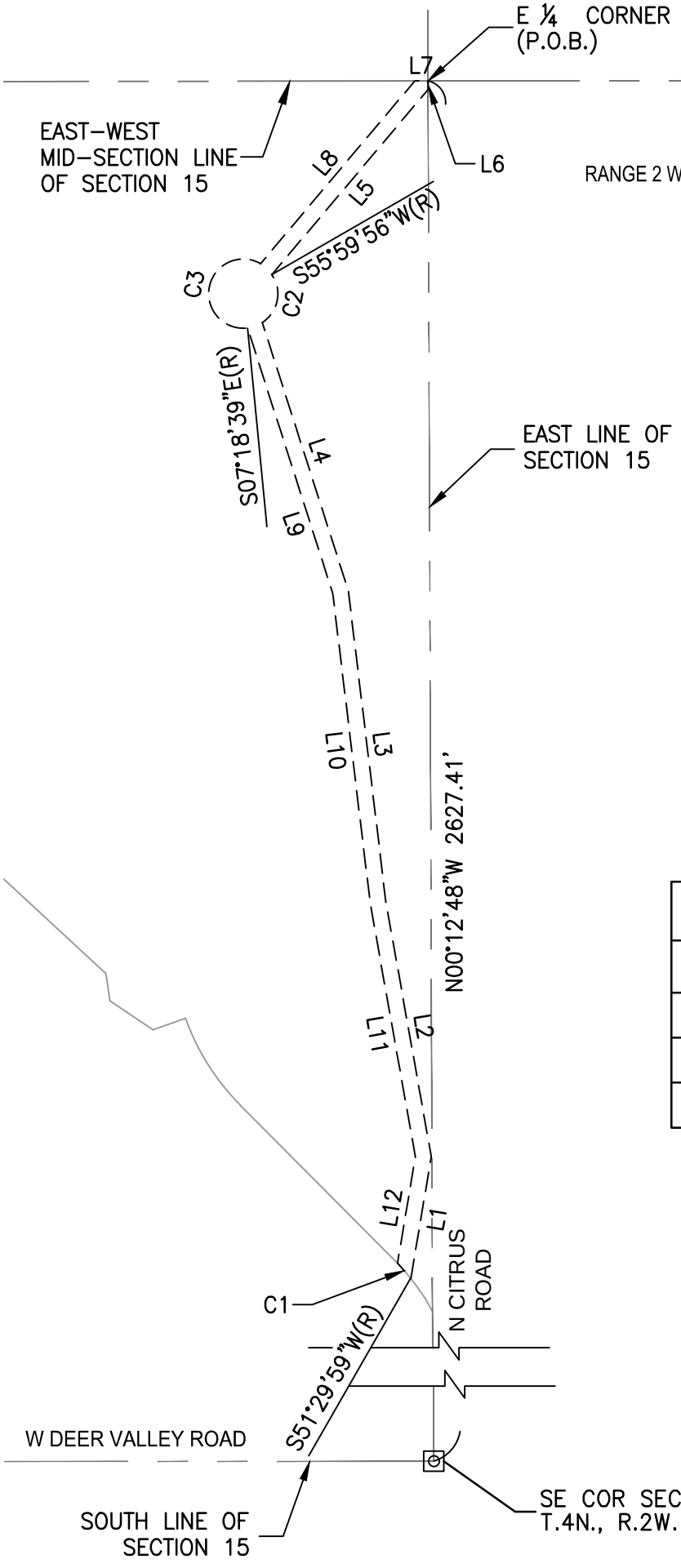


EXHIBIT "B"

PROP SEWER EASEMENT
FOR

AUSTIN RANCH EAST

A PORTION OF SECTION 15, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA & SALT RIVER MERIDIAN, CITY OF SURPRISE,
MARICOPA COUNTY, ARIZONA



LINE TABLE		
LINE #	LENGTH	BEARING
L1	196.89'	S09°33'05"W
L2	412.18'	S10°06'37"E
L3	501.01'	S06°53'08"E
L4	448.52'	S17°47'12"E
L5	386.25'	S40°10'20"W
L6	13.87'	S00°12'17"E
L7	20.99'	N89°53'00"E
L8	382.08'	N40°10'20"E
L9	444.96'	N17°47'12"W
L10	499.33'	N06°53'08"W
L11	408.55'	N10°06'37"W
L12	172.11'	N09°33'05"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	32.31	345.84	5°21'08"	16.16
C2	86.77	55.00	90°23'16"	55.37
C3	208.31	55.00	217°00'27"	164.34

Registered Land Surveyor
CERTIFICATE NO.
22283
MICHAEL J.
THOLL
7-23-18
Date Signed
ARIZONA U.S.A.

EXPIRES: 9-30-19

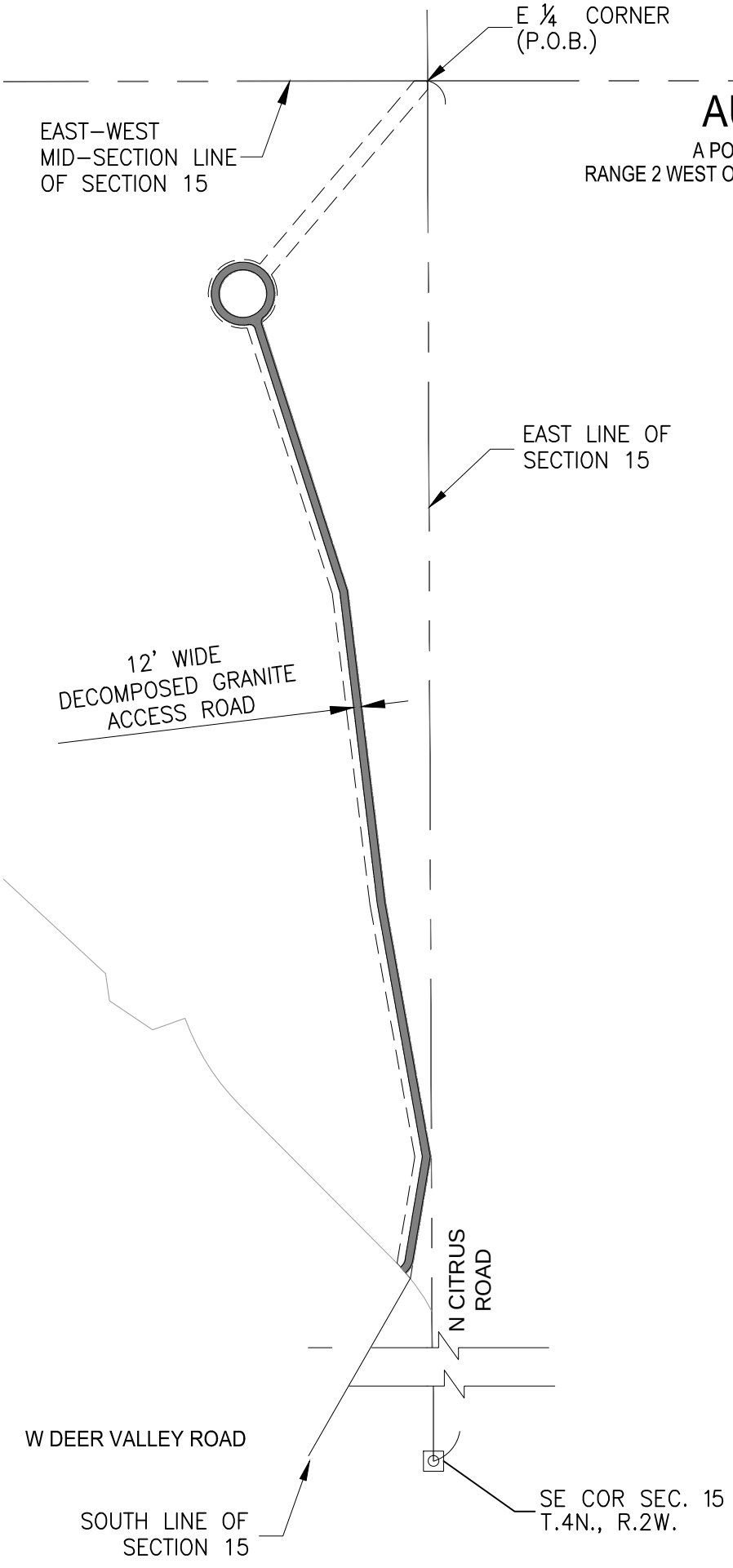
Sage Land Surveying
4897 S. MOSLEY DRIVE
CHANDLER, ARIZONA 85249
(480) 270-1538

EXHIBIT "C"

ACCESS ROAD

AUSTIN RANCH EAST

A PORTION OF SECTION 15, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA & SALT RIVER MERIDIAN, CITY OF SURPRISE,
MARICOPA COUNTY, ARIZONA



Sage Land Surveying
4897 S. MOSLEY DRIVE
CHANDLER, ARIZONA 85249
(480) 270-1538

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: Citywide
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of amendments to three Intergovernmental Agreements with the State of Arizona Department of Transportation and an amendment to the 2021 Budget by reallocating appropriations of $148, 500 from contingency within the Grants Fund; Resolution # 2020-56.

Motion:
I move to approve Resolution # 2020-56.

Background:
June 27, 2018, the City of Surprise entered into an Inter-Governmental Agreement with Arizona Department of Transportation, for a multi-year award, to fund a safe routes to school encouragement program at 9 local elementary schools. The original IGA did not authorize the City to utilize the subsequent years of funding. Additionally ADOT has moved the final funding year to FY2021.

Objective Analysis:
The Surprise SRTS Program is a partnership with schools, neighborhoods, community organizations and ADOT to make walking and biking around our neighborhoods and schools fun, easy, safe and healthy for all students and families while reducing our reliance on cars. The Surprise SRTS has a proven track record of providing schools with educational resources for improving the safety of commutes to and from school, as well as access to resources to make needed infrastructure improvements to the public right-of-way to improve safety. Accepting the amendments to IGAs 1-0006861, 18-0006862 and 18-0006863 would provide additional resources to continue the encouragement and educational efforts at 9 elementary schools within the City of Surprise.

Policy Compliant:
This is compliant with the City of Surprise Strategic Plan under Transportation- Goal 7: Identify funding sources for the transportation system. Strategies: d. Review federal MAP-21 legislation and grant programs to identify potential federal funding opportunities for City of Surprise transportation system projects.

Financial Impact:
Acceptance of these three Safe Routes to Schools IGAs authorizes the City to utilize subsequent years of funding and defer the final year of funding to fiscal year 2021, due to Covid-19 impacts. The FFY19

and FFY21 grant awards include $148,652 in federal funding and $8,985 in General Fund local match. The FFY18 awards and match for these three grants were previously accepted via Resolution 2018-076. Acceptance of these IGAs will bring the project total to $195,683 in Federal Funding with a local match requirement of $11,828 and Project Development Administration (PDA) costs of $6,000 which were paid in fiscal year 2019.

Budget Impact:

This action will reallocate $148,500 in appropriations within the Grants fund from contingency to three Safe Routes to Schools projects. Local match for the FY2021 project and carryforward funding for the FFY2018 and FFY2019 awards have been included in the FY2021 Adopted Budget. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Arizona Department of Transportation - IGA Amendment Report
2. City Council Presentation SRTS 8-18-20 ADOT IGA
3. Res # 2020-56

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT

Date: August 18, 2020

To: Mayor and City Council

From: Martin Lucero, Transportation Planning Manager
martin.lucero@surpriseaz.gov, 623-222-3142
Chris Boyd, Community Development Director

Re: Arizona Department of Transportation - IGA Amendment

Background

In June of 2018, the City of Surprise entered into three Inter-Governmental Agreement with Arizona Department of Transportation, for a multi-year award, to fund a safe routes to school encouragement program at 9 local elementary schools.

The school locations were previously identified in prior safe route to schools plans. These plans outlined additional strategies that could be taken to help increase the number of students walking and biking to school.

Key Facts and Information

The Surprise Safe Routes to School (SRTS) Program has started to take hold in a number of schools. While each school's program is different, staff works to develop a comprehensive program for each area elementary school. The following are a few examples of how a SRTS program is being implemented:

- Action Plans – ACA, Imagine Prep, and Imagine Rosefield were the first schools to complete their Action Plan in April 2016
- The City has worked with Dysart Unified School District to complete Action Plans for each elementary school within Surprise.
- Key project priorities from the SRTS Action Plan have been identified. Examples include:
    - Improving the safety of the crosswalk at West Point Pkwy and Greenway Rd.
    - Enhanced crossing signs and markings at multiple locations.
    - Creating Walking and Biking Maps for each elementary school.
    - Creating No Parking Zone near schools crosswalks to improve the visibility of those using the crosswalk;

In addition to these activities, staff is working to build a lasting foundation for a SRTS program at each school by working with school districts, school staff, PSO groups, and others

within the school. These groups of interested parents, students, school staff, and community members are key to creating a self-sustaining program at each school that continue to support safe and active transportation for students.

Shifting the way students arrive and leave schools will take time. The staff will continue to work to create a self-sustaining program at each school to support safe and active transportation for students.

IGA Amendment

ADOT's IGA Amendment defines the level of financial participation between both parties as out lined below.

Amendment to IGA 1-0006861, 18-0006862 and 18-0006863

			Federal Funds			Match			
Schools	Grant #	IGA #	FY18	FY19	FY21	PDA	FY18	FY19	FY21
ACA, Imagine Prep, Imagine Rosefield	G42110	18-0006861	15,677	21,739	27,811	2,000	948	1,314	1,681
Kingswood, West Point, Sonoran	G42110	18-0006862	15,677	21,740	27,811	2,000	947	1,314	1,681
Ashton, Countryside, Parkview	G42110	18-0006863	15,677	21,740	27,811	2,000	948	1,314	1,681
			47,031	65,219	83,433	6,000	2,843	3,942	5,043

Federal Funds Totals 195,683 | Match Total 17,828

Project Total Cost 213,511 (Federal Funds and Match)

Fiscal Implication

The 3 IGA authorize the City to utilize subsequent years of funding and adjust the final year of funding to fiscal year 2021.

Recommendation

City Staff recommends approval of Resolution No. 2020-56, authorizing subsequent funding years and adjusting the final award year to fiscal year 2021 to IGAs 1-0006861, 18-0006862 and 18-0006863.

ATTACHMENTS:
1. Resolution #2020-56 and IGAs
2. PowerPoint Presentation

SURPRISE
ARIZONA

Arizona Department of Transportation IGA Amendment

Community Development, August 18, 2020

History

Safe Route to School Plans

- ACA, Imagine Prep, Imagine Rosefield — Completion March 2016
- Kingswood, West Point, Sonoran Heights — Completion April 2018
- Ashton Ranch, Countryside, Parkview — Completion April 2019

These plans identified strategies to increase the number of students walking and biking to school.

- Education
- Encouragement
- Enforcement

History

Safe Route to School Grants

• ACA, Imagine Prep, Imagine Rosefield	Multi Year Award FY18, 19 and 21
• Ashton Ranch, Countryside, Parkview	Multi Year Award FY18, 19 and 21
• Kingswood, West Point, Sonoran Heights	Multi Year Award FY18, 19 and 21
Initial IGA - Accepted by Council	June 2018

AMENDMENT INTERGOVERNMENTAL AGREEMENT

Amendment to Three Existing IGAs

- Authorizes subsequent years of IGA
- Adjusts final Fiscal Year of funding to FY21

			Federal Funds			Match			
Schools	Grant #	IGA #	FY18	FY19	FY21	PDA	FY18	FY19	FY21
ACA, Imagine Prep, Imagine Rosefield	G42110	18-0006861	15,677	21,739	27,811	2,000	948	1,314	1,681
Kingswood, West Point, Sonoran	G42110	18-0006862	15,677	21,740	27,811	2,000	947	1,314	1,681
Ashton, Countryside, Parkview	G42110	18-0006863	15,677	21,740	27,811	2,000	948	1,314	1,681
			47,031	65,219	83,433	6,000	2,843	3,942	5,043

Federal Funds Totals 195,683 Match Total 17,828

Project Total Cost 213,511 (Federal Funds and Match)

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

RESOLUTION # 2020-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AMENDMENTS TO THREE INTER-GOVERNMENTAL AGREEMENTS WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR TRANSPORTATION ALTERNATIVE NON-INFRASTRUCTURE GRANT FUNDS TO ESTABLISH A SAFE ROUTES TO SCHOOL COORDINATORS AND INCENTIVE PROGRAM AND AMMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF $148,500 FROM CONTINGENCY WITHIN THE GRANTS FUND TO THREE SAFE ROUTES TO SCHOOLS PROJECTS TO ACCEPT THE FY2021 ADOT GRANT AWARD.

WHEREAS, pursuant to A.R.S. §§ 11-952, 9-240, and 9-276, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities;

WHEREAS, the City supports policies and programs that focus on health and wellness and healthier community environments;

WHEREAS, the health and safety of children is of the highest concern to the Mayor, Council and citizens of the City;

WHEREAS, the City has established the Safe Routes To School ("SRTS") initiatives, and wishes to utilize grant funding to develop a Safe Routes To School coordinators and incentives program;

WHEREAS, the Arizona Department of Transportation ("ADOT"), as prime recipient of U.S. Department of Transportation pass-through funding, awarded the City, as sub-recipient, three Transportation Alternative Non-Infrastructure grants;

WHEREAS, IGA 18-0006861, IGA 18-0006862, and IGA 18-0006863, and federal fiscal year (FFY) 2018 funding allocations were accepted by Resolution 2018-076 on June 5, 2018, and programmed in the City's FY2019 budget;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020, including funding for *Transportation Alternative Non-Infrastructure Grant Funds for the Safe Routes to School Program*; and

WHEREAS, the City and ADOT now wish to amend each IGA to revise Project costs to include FFY2019 and FFY2021 funding allocations to be programmed in the City's FY2021 budget for an estimated total of $195,683 in federal funding, with a City

match requirement and Project Development Administration (PDA) cost estimated at $17,828 for a total budget estimated at $213,511 as set forth in the following Attachments;

A. IGA 18-0006861 is hereby amended as set forth in the attached IGA 20-0007706 Amendment No. One; and
B. IGA 18-0006862 is hereby amended for as set forth in the attached IGA 20-0007707 Amendment No. One; and
C. IGA 18-0006863 is hereby amended for as set forth in the attached IGA 20-0007708 Amendment No. One.

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature;

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

Section 1. The three Intergovernmental Agreements Amendments, including their respective exhibits, between the City of Surprise and the Arizona Department of Transportation for the funding of Safe Routes to School coordinators and incentive programs for FY2021, attached as Attachments A, B, and C are hereby approved.

Section 2. The City of Surprise is authorized to accept grant funding in the amount of $148,652 with a City match requirement of $8,985 from the Arizona Department of Transportation for the City of Surprise Community Development Department to develop a Safe Routes to School coordinators and incentives program.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

Section 4. That the statements and schedules attached as Attachment D and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

ATTACHMENT A

AMENDED INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE, ARIZONA
AND
ARIZONA DEPARTMENT OF TRANSPORTATION

ADOT File No.: IGA 18-0006861-I
Amendment No. One: 20-0007706-I
AG Contract No.: P001 2018 001543
Project Location/Name: ACA, Imagine Prep, and Imagine Rosefield Elementary
Type of Work: SRTS Coordinator, Incentives & Promo Materials
Federal-aid No.: SRTS-SUR-0(232)D
ADOT Project No.: T0172 01D/01X
TIP/STIP No.: SUR18-702
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 18-0006861-I, A.G. Contract No. P001 2018 001543, was executed on June 27, 2018, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. §§ 9-240, 9-276, 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, **in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs to include funding for fiscal year (FY) 18, FY19 and FY21; Exhibit A and B are revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:**

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

Section II, Paragraph 1.d. is revised, as follows:

1. The State will:

    d. Within 30 days of receipt of a Progress Payment Report (Exhibit B), reimburse the City for eligible costs incurred, not to exceed the following amounts, as shown in Exhibit A:

    - FY18 - $15,667.00
    - FY19 - $21,739.00
    - FY21 – $27,811.00

    Any costs incurred prior to the date of Federal Authorization will not be eligible for reimbursement.

Section II, Paragraph 2.d. is revised, as follows:

2. The City will:
    d. Within 30 days of payment to a vendor, not less than quarterly, complete and submit a Progress Payment Report (Exhibit B), and all documentation necessary for reimbursement of eligible costs incurred, not to exceed the following amounts, as shown in Exhibit A:

    - FY18 - $15,667.00
    - FY19 - $21,739.00
    - FY21 – $27,811.00

Any costs incurred prior to the date of Federal Authorization will not be eligible for reimbursement.

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO.ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF SURPRISE

By _____

SKIP HALL

Mayor

ATTEST:

By _____

SHERRY AGUILAR

City Clerk

STATE OF ARIZONA

Department of Transportation

By _____

STEVE BOSCHEN, PE

Division Director

ATTORNEY APPROVAL FORM FOR THE CITY OF SURPRISE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SURPRISE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

_____ _____

City Attorney Date

EXHIBIT A

IGA 1-0006861-I
Amendment No. One
Cost Estimate

T0172 01D/01X

The federal funds will be used for the procurement of the Project. The estimated Project costs are as follows:

T0172 01D (ADOT Project Development Administration (PDA) Cost, non-federal-aid):

PDA costs*	$ 2,000.00

T0172 01X (procurement):

FY18:	
Federal-aid funds @ 94.3%	$ 15,677.00
City's match @ 5.7%	$ 948.00
Subtotal – FY 18 Procurement	**$ 16,625.00**
FY19:	
Federal-aid funds @94.3%	$ 21,739.00
City's match @ 5.7%	$ 1,314.00
Subtotal – FY 19 Procurement	**$ 23,053.00**
FY21:	
Federal-aid funds @94.3%	$ 27,811.00
City's match @ 5.7%	$ 1,681.00
Subtotal – FY 21 Procurement	**$ 29,492.00**
Estimated TOTAL Project Cost	**$ 71,170.00**
Total Estimated City Funds	**$ 5,943.00**
Total Federal Funds	**$ 65,227.00**

* (Included in the City Estimated Funds)

EXHIBIT B

ARIZONA DEPARTMENT OF TRANSPORTATION

SAFE ROUTES TO SCHOOL / NON-INFRASTRUCTURE

PROGRESS PAYMENT REPORT

Report No.					**JPA #**
SRTS Cycle				**PROGRESS**	
TRACS No.					
Federal Aid No.					
Name of Project					
Name of Vendor					
REMIT PAYMENT TO:					
JPA Start Date:		Billing Period:			

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	**CONTRACT AMOUNT**	Previous Accumulative Amount	Current Request	Accumulative Amount
					$ -
					$ -
					$ -

ATTACHMENT B

ADOT File No.: IGA 18-0006862-I
Amendment No. One: 20-0007707-I
AG Contract No.: P001 2018 001544
Project Location/Name: Kingswood-West Point Sonoran Heights Elementary
Type of Work: SRTS Coordinator, Incentives & Promo Materials
Federal-aid No.: SRTS-SUR-0(233)D
ADOT Project No.: T0173 01D/01X
TIP/STIP No.: SUR18-701
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 18-0006862-I, A.G. Contract No. P001 2018 001544, was executed on June 27, 2018, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. §§ 9-240, 9-276, 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs to include funding for fiscal year (FY) 18, FY19 and FY21; Exhibit A and B are revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

Section II, Paragraph 1.d. is revised, as follows:

3. The State will:

    d. Within 30 days of receipt of a Progress Payment Report (Exhibit B), reimburse the City for eligible costs incurred, not to exceed amounts as follows, as shown in Exhibit A:

    - FY18 - $15,667.00
    - FY19 - $21,740.00
    - FY21 – $27,811.00

    Any costs incurred prior to the date of Federal Authorization will not be eligible for reimbursement.

Section II, Paragraph 2.d. is revised, as follows:

4. The City will:

    d. Within 30 days of payment to a vendor, not less than quarterly, complete and submit a Progress Payment Report (Exhibit B), and all documentation necessary for reimbursement of eligible costs incurred, not to exceed the amounts as follows, as shown in Exhibit A:

    - FY18 - $15,667.00
    - FY19 - $21,740.00
    - FY21 – $27,811.00

    Any costs incurred prior to the date of Federal Authorization will not be eligible for reimbursement.

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO.ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF SURPRISE

By _____

SKIP HALL

Mayor

ATTEST:

By _____

SHERRY AGUILAR

City Clerk

STATE OF ARIZONA

Department of Transportation

By _____

STEVE BOSCHEN, PE

Division Director

ATTORNEY APPROVAL FORM FOR THE CITY OF SURPRISE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SURPRISE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

_____ _____

City Attorney Date

EXHIBIT A

IGA 18-0006862-I
Amendment No. One
Cost Estimate

T0173 01D/01X

The federal funds will be used for the procurement of the Project. The estimated Project costs are as follows:

T0173 01D (ADOT Project Development Administration (PDA) Cost, non-federal-aid):

PDA costs*	$ 2,000.00

T0173 01X (procurement):

FY18:	
Federal-aid funds @ 94.3%	$ 15,677.00
City's match @ 5.7%	$ 947.00
Subtotal – FY18 Procurement	**$ 16,624.00**
FY19:	
Federal-aid funds @94.3%	$ 21,740.00
City's match @ 5.7%	$ 1,314.00
Subtotal – FY19 Procurement	**$ 23,054.00**
FY21:	
Federal-aid funds @94.3%	$ 27,811.00
City's match @ 5.7%	$ 1,681.00
Subtotal – FY21 Procurement	**$ 29,492.00**
Estimated TOTAL Project Cost	**$ 71,170.00**
Total Estimated City Funds	**$ 5,942.00**
Total Federal Funds	**$ 65,228.00**

* (Included in the City Estimated Funds)

EXHIBIT B

ARIZONA DEPARTMENT OF TRANSPORTATION

SAFE ROUTES TO SCHOOL / NON-INFRASTRUCTURE

PROGRESS PAYMENT REPORT

Report No.					**JPA #**
SRTS Cycle				**PROGRESS**	
TRACS No.					
Federal Aid No.					
Name of Project					
Name of Vendor					
REMIT PAYMENT TO:					
JPA Start Date:		Billing Period:			

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	**CONTRACT AMOUNT**	Previous Accumulative Amount	Current Request	Accumulative Amount
					$ -
					$ -
					$ -

ATTACHMENT C

ADOT File No.: IGA 18-0006863-I
Amendment No. One: 20-0007708-I
AG Contract No.: P001 2018 001545
Project Location/Name: Ashton Ranch-Countryside-Parkview Elementary
Type of Work: SRTS Coordinator, Incentives & Promo Materials
Federal-aid No.: SRTS-SUR-0(234)D
ADOT Project No.: T0174 01D/01X
TIP/STIP No.: SUR18-704
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 18-0006863-I, A.G. Contract No. P001 2018 001545, was executed on June 27, 2018, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. §§ 9-240, 9-276, 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, **in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs to include funding for fiscal year (FY) 18,**

FY19 and FY21; Exhibits A and B are revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

Section II, Paragraph 1.d. is revised, as follows:

5. The State will:

   d. Within 30 days of receipt of a Progress Payment Report (Exhibit B), reimburse the City for eligible costs incurred, not to exceed the following amounts, as shown in Exhibit A:

   - FY18 - $15,677.00
   - FY19 - $21,740.00
   - FY21 – $27,811.00

   Any costs incurred prior to the date of Federal Authorization will not be eligible for reimbursement.

Section II, Paragraph 2.d. is revised, as follows:

6. The City will:

   d Within 30 days of payment to a vendor, not less than quarterly, complete and submit a Progress Payment Report (Exhibit B), and all documentation necessary for reimbursement of eligible costs incurred, not to exceed the following amounts, as shown in Exhibit A:

   - FY18 - $15,677.00
   - FY19 - $21,740.00
   - FY21 – $27,811.00

   Any costs incurred prior to the date of Federal Authorization will not be eligible for reimbursement.

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO.ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF SURPRISE

By _____

SKIP HALL

Mayor

ATTEST:

By _____

SHERRY AGUILAR

City Clerk

STATE OF ARIZONA

Department of Transportation

By _____

STEVE BOSCHEN, PE

Division Director

ATTORNEY APPROVAL FORM FOR THE CITY OF SURPRISE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SURPRISE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

_____ _____

City Attorney Date

EXHIBIT A

IGA 18-0006863-I
Amendment No. One
Cost Estimate

T0174 01D/01X

The federal funds will be used for the procurement of the Project. The estimated Project costs are as follows:

T0174 01D (ADOT Project Development Administration (PDA) Cost, non-federal-aid):

PDA costs*	$ 2,000.00

T0174 01X (procurement):

FY18:	
Federal-aid funds @ 94.3%	$ 15,677.00
City's match @ 5.7%	$ 948.00
Subtotal – FY18 Procurement	**$ 16,625.00**
FY19:	
Federal-aid funds @94.3%	$ 21,740.00
City's match @ 5.7%	$ 1,314.00
Subtotal – FY19 Procurement	**$ 23,054.00**
FY21:	
Federal-aid funds @94.3%	$ 27,811.00
City's match @ 5.7%	$ 1,681.00
Subtotal – FY21 Procurement	**$ 29,492.00**
Estimated TOTAL Project Cost	**$ 71,171.00**
Total Estimated City Funds	**$ 5,943.00**
Total Federal Funds	**$ 65,228.00**

* (Included in the City Estimated Funds)

EXHIBIT B

ARIZONA DEPARTMENT OF TRANSPORTATION

SAFE ROUTES TO SCHOOL / NON-INFRASTRUCTURE

PROGRESS PAYMENT REPORT

Report No.					**JPA #**
SRTS Cycle				**PROGRESS**	
TRACS No.					
Federal Aid No.					
Name of Project					
Name of Vendor					
REMIT PAYMENT TO:					
JPA Start Date:		Billing Period:			

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	**CONTRACT AMOUNT**	Previous Accumulative Amount	Current Request	Accumulative Amount
					$ -
					$ -
					$ -

Attachment D

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of $148,500 from Contingency within the Grants Fund to three Safe Routes to Schools Grants; $49,500 to G42100 Arizona Charter Academy, Imagine Prep, and Rosefield Elementary Schools, $49,500 to G42110 Kingswood, West Point, and Sonoran Elementary Schools, and $49,500 to G42150 Ashton Ranch, Countryside, and Parkview Elementary Schools to accept the FY21 grant award from ADOT in support of the Safe Routes to School program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Contingency	E	4,043,100	(148,500)	3,894,600
Grants	General Operations	Other	R	6,847,000	(148,500)	6,698,500
Grants	Community Development	#G42100 SRTS FY 18 Kingswood-West	E	-	49,500	49,500
Grants	Community Development	#G42100 SRTS FY 18 Kingswood-West	R	-	49,500	49,500
Grants	Community Development	#G42110 SRTS FY 18 Grant ACA, Imagine Prep	E	-	49,500	49,500
Grants	Community Development	#G42110 SRTS FY 18 Grant ACA, Imagine Prep	R	-	49,500	49,500
Grants	Community Development	#G42150 SRTS FY18 Grant Ashton-Countryside	E	-	49,500	49,500
Grants	Community Development	#G42150 SRTS FY18 Grant Ashton-Countryside	R	-	49,500	49,500
			Expense Total	**4,043,100**	**-**	**4,043,100**
			Revenue Total	**6,847,000**	**-**	**6,847,000**

Resolution #2020-56
RFLS #7270

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to authorizing city staff to acquire fee title or lesser interest in real property generally located along the Happy Valley Road alignment between the 155th and 163rd Avenues, within Section 7 of Township 4 North Range 1 West in Surprise, Arizona by dedication, donation, purchase, or eminent domain; Resolution # 2020-96.

Motion:
I move to approve resolution #2020-96

Background:
Arizona Revised Statutes 9-241 and 12-1111, among others, provides authority for the City of Surprise Arizona to acquire real property necessary or proper to carry out its purposes. The City is looking to expand roadway capacity and drainage along the Happy Valley Road alignment between the 155th and 163rd Avenues. Due to the Rancho Mercado development and adjacent owned properties, it is necessary and proper to acquire fee title or lesser interest in real property which is along the Happy Valley Road alignment between the 155th and 163rd Avenues,. Staff is seeking authority to acquire this real property and lesser interest by any means authorized by law.

Objective Analysis:
Acquisition of fee title to property or a lesser interest along Happy Valley Road alignment between the 155th and 163rd Avenues will allow the development of Happy Valley Road to facilitate improved traffic patterns and public safety response in the area.

Policy Compliant:
City Council has charged staff with maintaining a certain level of service, programs, and amenities throughout the community to maintain a certain quality of life for Surprise residents. This action will support that practice by ensuring that transportation and drainage facilities are improved within the City.

Financial Impact:
The real and lesser acquisition of property is being appraised and the fair market value will be used as a guide to acquire the real and lesser interest in the property by means of the most cost effective and least expensive methods necessary. Acquisition costs will be a one time expenditure by developer and developer interests within the area.

Budget Impact:

Acquisition costs for this real and lesser title to the property were not anticipated nor included in the fiscal year 2021 budget but will be born by development and developers within the area.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2020-96 Happy Valley Road Resolution

RESOLUTION # 2020-96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY ATTORNEY AND CITY STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO ACQUIRE FEE TITLE, OR A LESSER INTEREST IN, INCLUDING BUT NOT LIMITED TO, RIGHT OF WAY AND/OR EASEMENTS FOR DRAINAGE, TO CERTAIN REAL PROPERTY INCLUDING ANY ASSOCIATED PERSONAL PROPERTY, AS A MATTER OF PUBLIC NECESSITY BY DEDICATION, DONATION, PURCHASE, EXCHANGE, OR BY THE EXERCISE OF THE POWER OF EMINENT DOMAIN; AND TO SIGN ANY DOCUMENTS AND ENTER INTO ANY CONTRACTS NECESSARY TO EFFECT THE PURPOSES OF THIS RESOLUTION; AND TO TAKE ANY AND ALL OTHER ACTION AS IS LEGALLY NECESSARY TO ACQUIRE FEE TITLE, OR AN EASEMENT INTEREST IN, TO AND FOR ALL NECESSARY RIGHTS-OF-WAY GENERALLY LOCATED ALONG THE HAPPY VALLEY ROAD ALIGNMENT BETWEEN THE 155TH AVENUE ALIGNMENT AND 163RD AVENUE WITHIN SECTION 7 OF TOWNSHIP 4 NORTH RANGE 1 WEST IN SURPRISE, ARIZONA.

WHEREAS, pursuant to ARS § 9-241(A), a municipal corporation may purchase, receive, hold, lease and convey property, real and personal, as may be necessary or proper to carry out the purposes of the corporation, within or without its limits;

WHEREAS, pursuant to ARS §§ 9-240, 9-276, and 12-1111 et seq., a city may exercise its power of eminent domain to acquire any property necessary or convenient for the purpose of laying out, establishing, improving and regulating the use of streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites;

WHEREAS, the City Council of the City of Surprise ("City") has identified certain real property located generally located along the Happy Valley Road alignment between the 155th Avenue alignment and 163rd Avenue, within Section 7 of Township 4 North Range 1 West in Surprise, Arizona ("Property") as necessary for the construction and/or expansion of roadway and/or drainage improvements;

WHEREAS, the City has determined and does hereby find that the acquisition of the Property for the construction and/or expansion of roadway and drainage improvements and related public uses and public facilities is a necessary public use and will benefit the health, safety and convenience of the City's residents;

WHEREAS, the City has authorized the expenditure, and has expended considerable public funds for the appraisal, purchase, and acquisition of real property and any necessary and associated easements;

WHEREAS, the City has acquired, will acquire, and currently owns real property and easement within the general area of and adjacent to Property; and

WHEREAS, the City Manager, City Attorney and City staff may, and are hereby authorized to, initiate condemnation proceedings to acquire fee title and any necessary easements to the Property and any associated personal property needed for the construction and/or expansion of roadway and drainage improvements and related public uses and facilities.

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

Section 1. That it is deemed necessary and essential as a matter of public health, safety, general welfare and convenience for the City of Surprise that the City acquire by dedication, donation, purchase, or eminent domain, all real and/or personal property and necessary or associated easements needed for the construction and/or expansion of roadway and drainage improvements and all related public uses and facilities at or near the Happy Valley Road alignment between the 155th Avenue alignment and 163rd Avenue, including real property located within Section 7 Township 4 North Range 1 West in Surprise, Arizona.

Section 2. That, in the event the City is unable to acquire the Property and/or easement by dedication, donation, or purchase, acquisition by the City's power of eminent domain is hereby authorized in order to acquire fee title to the Property along with any associated interests or easements.

Section 3. That the City Manager, City Attorney, City Staff and/or any other appropriate City official or employee, including any retained legal counsel, contractors or consultants, are hereby authorized to take all legal action necessary to acquire fee title to the Property, along with any associated interests or easements, including the right of immediate possession, by filing an action in eminent domain and/or otherwise executing and submitting all documents necessary or desirable for the City to acquire fee title to the Property.

Section 4. That the duly authorized finance officers or disbursing agents of the City are hereby authorized to pay all sums necessary to acquire fee title and any necessary or associated interests and easements in or to the Property including but not limited to, payment of all associated fees and costs for the purchase of any necessary title reports, litigation guarantees, title insurance, title policies, appraisal reports, appraisal review services, escrow fees and services, and/or closing costs, necessary for the acquisition of the Property.

APPROVED AND ADOPTED this __day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Quit Claim Deed from Patrick and Carrie Shelley for public right-of-way along Peakview and 157th Avenue.

Motion:
I move to accept the Quit Claim Deed from Patrick and Carrie Shelley.

Background:
The property being dedicated is along Peakview and 157th avenue. The City has been working with the Saguaro View Community to obtain contiguous right of way in this area for roadway maintenance.

Objective Analysis:
The City will continue to accept right of way in the Saguaro View Community.

Policy Compliant:
Approval of this item is policy compliant.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road has contiguous right of way and the City can legally maintain it.

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

ATTACHMENTS:
1. Shelley
2. RW value for Shelley dedication

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

PATRICK & CARRIE SHELLEY ("Grantors")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this 23rd day of March, 2020.

GRANTOR:

By: Carrie Shelley

STATE OF Arizona)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 23rd day of March, 2020, by Joy Gyde.

My Commission Expires: 12/13/2023

NOTARY PUBLIC

JOY GYDE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 573702
MY COMMISSION EXPIRES
DECEMBER 13, 2023

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

PATRICK & CARRIE SHELLEY ("Grantors")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this 16th day of March, 2020.

GRANTOR:

By: Patrick Shelley

STATE OF Washington)
)ss.
County of ~~Maricopa~~ Island)

This instrument was acknowledged and executed before me this 16th day of March, 2020, by Alycya K. Bruce.

My Commission Expires: 11/18/2023

NOTARY PUBLIC

ALYCYA K BRUCE
NOTARY PUBLIC #20101880
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 18, 2023

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT OF WAY DEDICATION

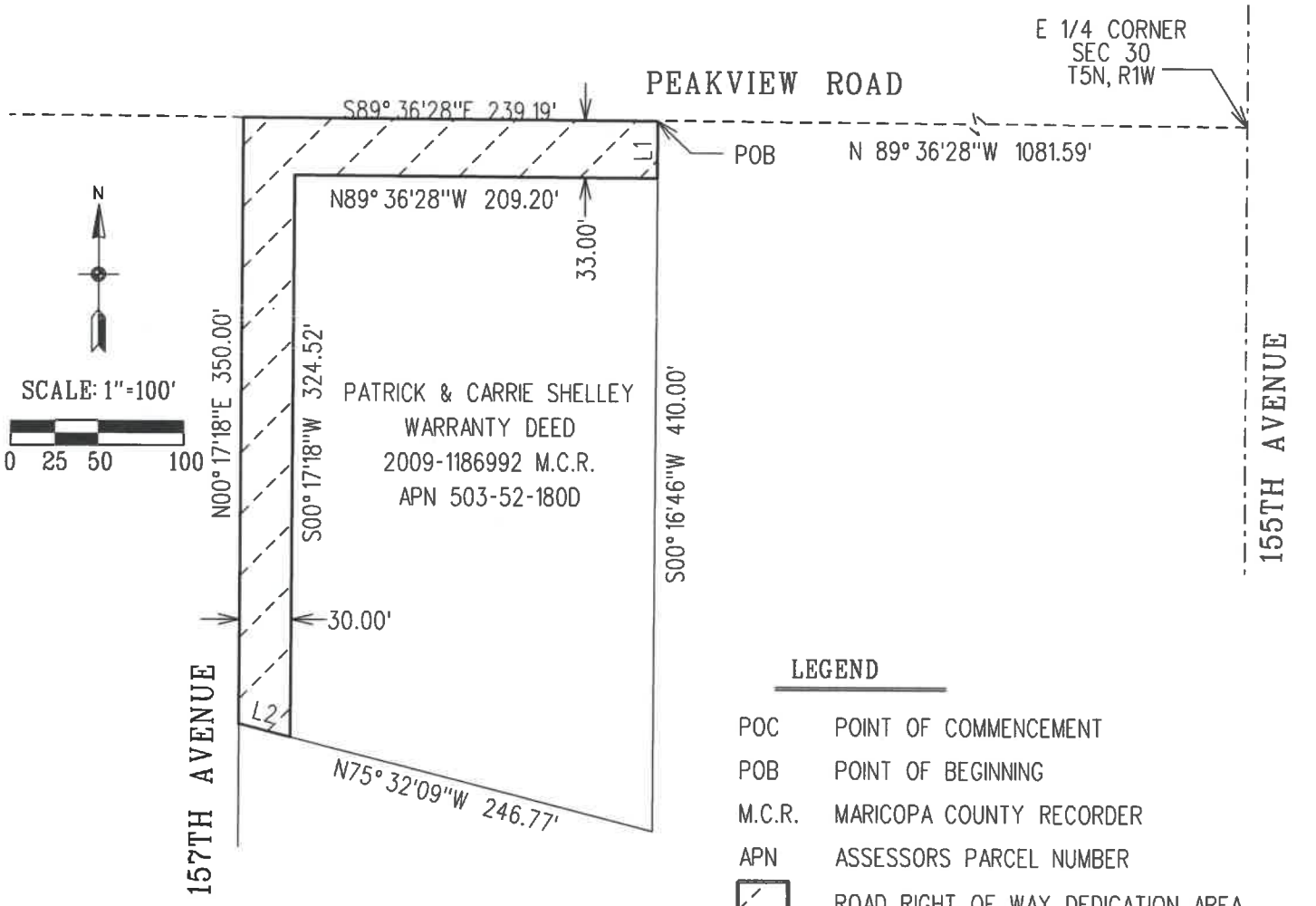
A portion of the real property as described in that Warranty Deed recorded as Instrument 20091186992, Records of Maricopa County, Arizona, located in the southeast quarter of Section 30, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:
BEGINNING at the northeast corner of said property;
Thence along the east line of said property South 00°16'46" West 33.00 feet;
Thence North 89°36'28" West 209.20 feet;
Thence South 00°17'18" West 324.52 feet to the southerly line of said property;
Thence along said southerly line North 75°32'09" West 30.94 feet to the west line of said property;
Thence along said west line North 00°17'18" East 350.00 feet to the northwest corner of said property;
Thence along the north line of said property South 89°36'28" East 239.19 feet to the POINT OF BEGINNING.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
	ROAD RIGHT OF WAY DEDICATION AREA

LINE TABLE

LINE	BEARING	LENGTH
L1	S00° 16'46"W	33.00'
L2	N75° 32'09"W	30.94'

BEARING BASE: The East-West midsection line of Section 30, T5N, R1W as stated in Warranty Deed 20091186992, Records of Maricopa County, cited as North 89° 36'28" West

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
02-25-2020
Date Signed
ARIZONA • U.S.A.

ROAD RIGHT OF WAY DEDICATION	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT # 20009	DRAWN BY RCD	DATE 02-25-2020	SHEET 1 OF 1

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Skip Hall, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 21, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **Shelley dedication Right of Way Valuation**

The Value of the Right of Way associated with the Shelley dedication is $51,000.00.

The area being dedicated as right-of-way is 10,200 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Drainage Easement from Ellen 40, LLC for roadway improvements along Happy Valley Road, between 163rd and 155th Avenues.

Motion:
I move to accept the Drainage Easement from the Ellen 40, LLC.

Background:
The easement being dedicated is in association with the road improvements being done by the developer to improve Happy Valley Road to access the Rancho Mercado Development to allow them to move forward in their development of their community.

Objective Analysis:
The planned improved roadway will need the additional drainage area on the north side of Happy Valley Road for the completion of the roadway improvement leading into the Rancho Mercado Development.

Policy Compliant:
Approval of this item is policy compliant.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

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

ATTACHMENTS:

1. Drainage Easement - Ellen 40, LLC

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "**Easement**") is executed as of the ____ day of _____, 2020 by and between **Ellen 40, LLC**, an Arizona limited liability company, ("**Grantor**" or "**Owner**") and the **City of Surprise**, an Arizona municipal corporation ("**Grantee**" or "**City**"). Grantor and Grantee may individually be referred to herein as "**Party**" or collectively as "**Parties.**"

RECITALS

A. Grantor is the fee title owner of a parcel of land located in Maricopa County, Arizona described on Exhibit 1 attached hereto (the "**Property**").

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "**Easement Area**") of the Property. The Easement Area is legally described in Exhibit 2 attached hereto and depicted on Exhibit 3 attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an exclusive easement over the Easement Area for drainage purposes, including but not limited to, the installation, construction, improvement, maintenance, repair and utilization of drainage improvements for all drainage purposes). Grantor shall not erect or construct or permit to be erected or constructed any structure or improvement within the Easement Area that unreasonably interferes with the Easement and drainage purposes set forth herein, provided, however, Grantor shall have the right to make use of the Easement Area to the extent said use(s) are not inconsistent with and do not unreasonably interfere with Grantee's use of the Easement granted herein.

2. Maintenance/Future Development/Relocation. The Parties understand that this Easement, and the City's obligation to maintain the Easement Area, shall remain in place only until such time as development occurs on at least one of the properties and/or lots impacted, benefited, or associated with the Easement. Until such development, Grantee shall maintain the Easement Area. At the time of the City's issuance of any development approval or permit, the obligation and responsibility for maintenance of the Easement Area

shall automatically revert to the owner of the Property. The City and Owner will document this transfer of maintenance responsibility via an assignment, referencing this Drainage Easement, which shall then be recorded with the Maricopa County Recorder. The Parties may assign maintenance responsibility to an existing homeowner's association currently servicing the Property, and maintenance thereafter shall become the responsibility of such homeowner's association). The Easement Area may be redefined only with the prior approval of Grantee (granted in its sole discretion) in connection with Grantee's granting approvals with respect to the development of the Property. Any redefined Easement Area shall account for, handle, and otherwise address all drainage issues, both on site and off site, associated with developing the Property including channelization, conveyance, detention, and retention.

3. Restoration of Property. Grantee, its successors or assigns, or any other person or entity specifically permitted by Grantee to enter upon, perform any work within, or otherwise use the Easement Area pursuant to the rights granted pursuant to this Easement. shall (a) promptly repair and restore any damage to the landscaping or other improvements placed upon the Easement Area by Grantor that do not unreasonably interfere with Grantee's rights herein and resulting from Grantee's entry, work or use. In no event shall there be any obligation to repair or restore any damage to landscaping or any other improvement (or salvage any landscaping or any other improvement) which impairs the authorized use of the Easement Area by Grantee, its successors and assigns.; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither Grantee nor any person or entity shall be obligated to indemnify or hold Grantor harmless from any claims, judgments, loss, cost or expense arising out of Grantor's negligence, grossly negligent act, or willful misconduct.

4. Not a Public Dedication. Other than the grant of the Easement for drainage purposes as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

5. Miscellaneous. The Recitals are incorporated herein. The Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTOR:

ELLEN 40 LLC
an Arizona limited liability company

By: _____

Name: John W. Wittrock

Title: Manager

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of June, 2020, by John Wittrock of ELLEN 40, LLC, an Arizona limited liability company, that he executed the foregoing instrument on behalf of said corporation.

_____
Notary Public

My Commission Expires:

6/1/2022

OFFICIAL SEAL
RENAE LINDLEY
Notary Public - Arizona
MARICOPA COUNTY
Commission # 552558
My Commission Expires
AUGUST 1, 2022

GRANTEE:

City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by SKIP HALL, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit 1

Legal Description

The Southeast Quarter of the Southwest Quarter of Section 6, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

Exhibit 2

Legal Description of the Easement Area

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-55-016
DRAINAGE EASEMENT #1

A PORTION OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 1/2 INCH ALUMINUM CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N89°44'52"W A DISTANCE OF 1850.82 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 6, N89°44'52"W A DISTANCE OF 436.60 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 6, N89°44'52"W A DISTANCE OF 63.00 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 6, N00°15'08"E A DISTANCE OF 46.70 FEET;

THENCE, S89°44'52"E A DISTANCE OF 63.00 FEET;

THENCE, S00°15'08"W A DISTANCE OF 46.70 FEET TO THE SOUTH LINE OF SAID SECTION 6 ALSO BEING THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 2,942 SQUARE FEET OR 0.068 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
OCTOBER 17TH, 2017



ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-55-016
DRAINAGE EASEMENT 2

A PORTION OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 1/2 INCH ALUMINUM CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N89°44'52"W A DISTANCE OF 1850.82 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 6, N89°44'52"W A DISTANCE OF 48.83 FEET TO THE **POINT OF BEGINNING;**

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 6, N89°44'52"W A DISTANCE OF 69.00 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 6, N00°15'08"E A DISTANCE OF 53.00 FEET;

THENCE, S89°44'52"E A DISTANCE OF 69.00 FEET;

THENCE, S00°15'08"W A DISTANCE OF 53.00 FEET TO THE SOUTH LINE OF SAID SECTION 6 ALSO BEING THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 3,657 SQUARE FEET OR 0.084 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
OCTOBER 20TH, 2017



Exhibit 3

Depiction of the Easement Area

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°44'52"W	63.00'
L2	S00°15'08"W	46.70'
L3	S89°44'52"E	63.00'
L4	S00°15'08"W	46.70'

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB NO# 09001944 -Sheet 2 of 2 10-17-2017

RANCHO MERCADO
HAPPY VALLEY RD DRAINAGE EASEMENT
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

k:\09001944\dwg\survey\exhibits\happy valley road west drainage esmt\503-55-016\09001944 happy valley rd west drainage esmt 503-55-016.dwg SAVE DATE: 10/16/2017 3:39 PM PLOT DATE: 10/17/2017 8:22 AM

k:\09001944\dwg\survey\exhibits\happy valley road west drainage esmt\503-55-016\09001944 happy valley rd west drainage esmt 2 503-55-016.dwg SAVE DATE: 10/23/2017 5:23 AM PLOT DATE: 10/23/2017 5:24 AM

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Quit Claim Deed from Ronald and Marchelle Minchella for public right of way along Dale Lane near 162nd avenue.

Motion:
I move to accept a Quit Claim Deed for public right of way from Ronald and Marchelle Minchella.

Background:
The property being dedicated is along Dale Lane. The City has been working with the Saguaro View Community to obtain contiguous right of way in this area for roadway maintenance.

Objective Analysis:
The City will continue to accept right of way in the Saguaro View Community.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road has contiguous right of way and the City can legally maintain it.

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

ATTACHMENTS:
1. 503-76-951 Mincella Dale Lane

2. RW value for Minchella dedication

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

RONALD & MARCHELLE MINCHELLA ("Grantors")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this 29 day of June, 2020.

GRANTOR:

By: _____

STATE OF)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 24th day of June, 2020, by _____.

My Commission Expires:

May 26, 2023

_____
NOTARY PUBLIC

RENEE FUGIEL
Notary Public, State of Arizona
Maricopa County
Commission # 569452
My Commission Expires
May 26, 2023

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Skip Hall, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

Parcel: 503-76-951

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT OF WAY DEDICATION

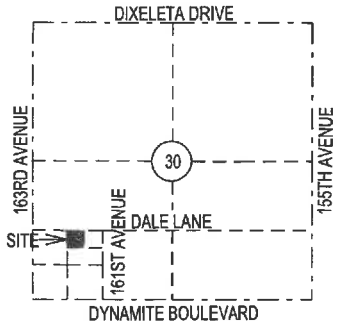
The north 30.00 feet of Lot 1 of the FINAL PLAT of "16157 WEST DALE LANE" as recorded in Book 1048, Page 11, Records of Maricopa County, Arizona, located in the southwest quarter of Section 30, Township 5 North, Range 1 West, Maricopa County, Arizona.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



VICINITY MAP
SECTION 30
T5N, R1W

DALE LANE

30.00'

EXISTING 30' EASEMENT FOR INGRESS, EGRESS & PUE

RONALD & MARCHELLE MINCHELLA
QCD 99-0808822 M.C.R.
APN 503-76-951
LOT 1
of FINAL PLAT "16157 WEST DALE LANE"
BOOK 1048 PAGE 11 M.C.R.

LOT 2

N

SCALE: 1"=80'

0 20 40 80

LEGEND

M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
	ROAD RIGHT OF WAY DEDICATION AREA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
06-07-2020
Date Signed
ARIZONA • U.S.A.

ROAD RIGHT OF WAY DEDICATION APN 503-76-951	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT # 20024	DRAWN BY RCD	DATE 06-07-2020	SHEET 1 OF 1

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 21, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **Minchella dedication Right of Way Valuation**

The Value of the Right of Way associated with the Minchella dedication is $38,000.00.

The area being dedicated as right-of-way is 7,600 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Warranty Deed and Drainage Easement from the Rebecca Daoud Living Trust for roadway improvements along Happy Valley Road between 159th and 163rd avenues.

Motion:
I move to approve accept the Warranty Deed and Drainage Easement from Rebecca Daoud Living Trust.

Background:
The right of way and easement being dedicated are in association with the road improvements being done by the developer to improve Happy Valley Road to access the Rancho Mercado Development.

Objective Analysis:
The planned improved roadway will need the additional right of way and drainage area on the south side of Happy Valley Road for the completion of the roadway improvement leading into the Rancho Mercado Development.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

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

ATTACHMENTS:

1. Daoud Warranty Deed
2. Daoud Drainage easement
3. RW value for Daoud dedication

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S: §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

REBECCA K. DAOUD, AS TRUSTEE OF THE REBECCA DAOUD LIVING TRUST, U/A DATED MAY 9, 2015 ("Grantor"),

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

IN WITNESS WHEREOF, the Grantor has caused this ~~Special~~ Warranty Deed to be executed this 30 day of June, 2020.

GRANTOR:

REBECCA K. DAOUD
as TRUSTEE OF THE REBECCA DAOUD LIVING TRUST, U/A dated May 9, 2015

REBECCA K DAOUD
Rebecca K. Daoud, Trustee of the Rebecca Daoud Living Trust, U/A, dated May 9, 2015

Date: 6-30-~~200~~ 2020 R.D

STATE OF AZ)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30 day of June, 2020, by Rebecca K Daoud of REBECCA K. DAOUD, as TRUSTEE OF THE REBECCA DAOUD LIVING TRUST, U/A dated May 9, 2015.

OFFICIAL SEAL
RAY LUCERO
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 10, 2020

Ray Lucero
Notary Public

My Commission Expires:

9-10-2020

GRANTEE: City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit A

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"

LEGAL DESCRIPTION
RANCHO MERCADO
HAPPY VALLEY ROAD RIGHT OF WAY
A.P.N. 503-56-002N

A PORTION OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 3 1/2 INCH ALUMINUM CAP ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°44'45"E A DISTANCE OF 2625.84 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 7, S89°44'45"E A DISTANCE OF 656.46 FEET;

THENCE, LEAVING THE NORTH LINE OF SAID SECTION 7, S00°08'05"E A DISTANCE OF 160.00 FEET;

THENCE, N89°44'45"W A DISTANCE OF 656.53 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 7;

THENCE, ALONG THE NORTH-SOUTH MID-SECTION LINE N00°06'34"W A DISTANCE OF 160.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 105,035 SQUARE FEET OR 2.411 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

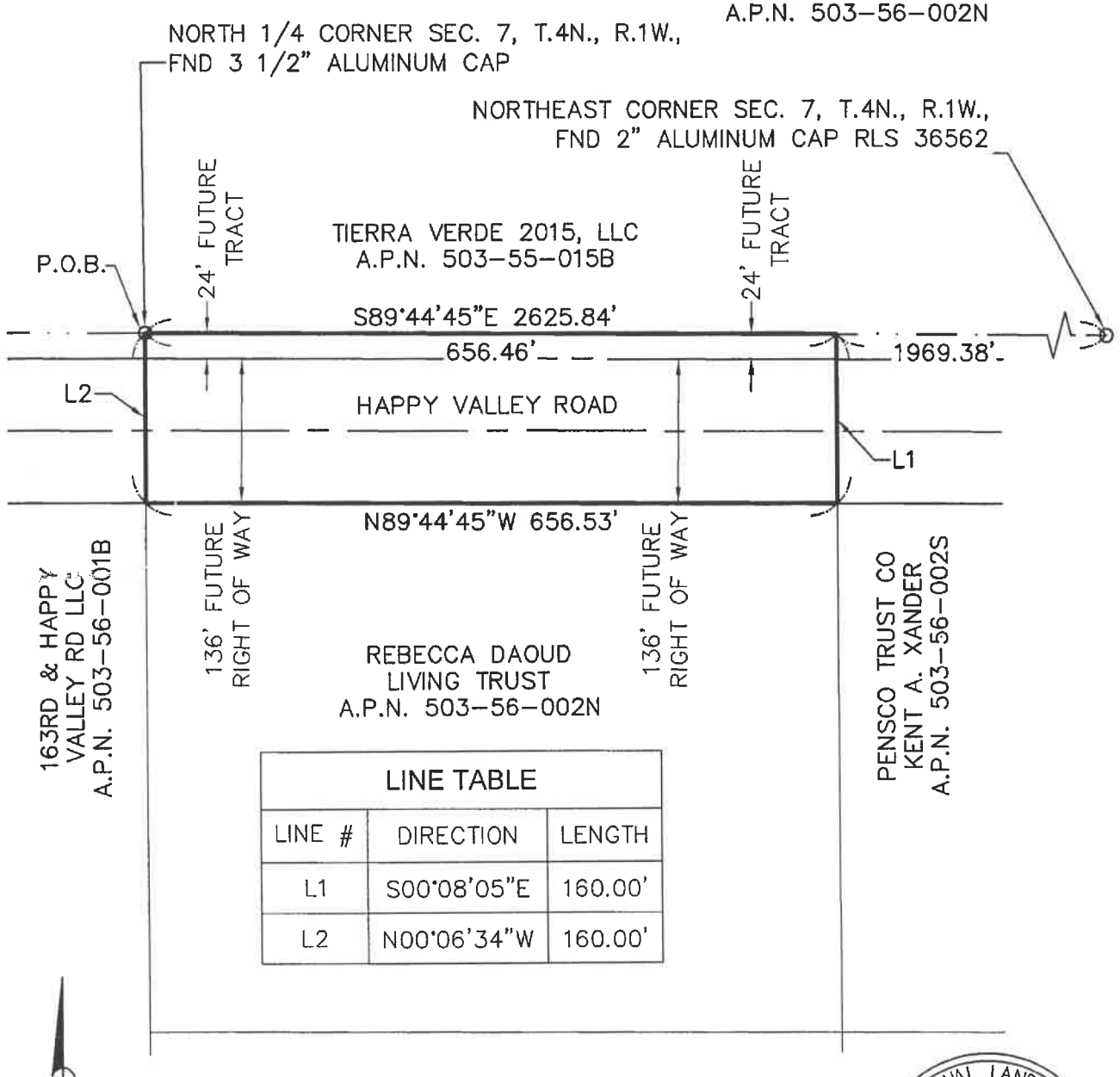
THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
APRIL 16TH, 2020



EXHIBIT "B"

HAPPY VALLEY RD 136' RIGHT OF WAY
& 24' TRACT BEING A PART OF
A.P.N. 503-56-002N



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°08'05"E	160.00'
L2	N00°06'34"W	160.00'

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G.
SPRING
Date Signed: 4/23/2020
ARIZONA, U.S.A.

Scale: 1"=150'

RIGHT OF WAY AND TRACT AREA
105,040 SQUARE FEET OR 2.411 ACRES±

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB# 09001944 -Sheet 2 of 2 04-16-2020
RANCHO MERCADO
HAPPY VALLEY ROAD RIGHT OF WAY
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

k:\09001944\dwg\survey\exhibits\happy valley road west rw\503-56-002n\09001944 happy valley rd west right of way 503-56-002n.dwg SAVE DATE: 6/26/2017 2:01 PM PLOT DATE: 4/16/2020 9:50 AM

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "**Easement**") is executed as of the ____ day of _____, 2020 by and between **REBECCA K. DAOUD, as TRUSTEE OF THE REBECCA DAOUD LIVING TRUST,** U/A dated May 9, 2015, ("**Owner**") and the City of Surprise, an Arizona municipal corporation ("**Grantee**" or "**City**"). Grantor and Grantee may individually be referred to herein as "**Party**" or collectively as "**Parties.**"

RECITALS

A. Grantor is the fee title owner of a parcel of land located in Maricopa County, Arizona described on Exhibit 1 attached hereto (the "**Property**").

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "**Easement Area**") of the Property. The Easement Area is legally described in Exhibit 2 attached hereto and depicted on Exhibit 3 attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an exclusive easement over the Easement Area for drainage purposes, including but not limited to, the installation, construction, improvement, maintenance, repair and utilization of drainage improvements for all drainage purposes). Grantor shall not erect or construct or permit to be erected or constructed any structure or improvement within the Easement Area that unreasonably interferes with the Easement and drainage purposes set forth herein, provided, however, Grantor shall have the right to make use of the Easement Area to the extent said use(s) are not inconsistent with and do not unreasonably interfere with Grantee's use of the Easement granted herein.

2. Maintenance/Future Development/Relocation. The Parties understand that this Easement, and the City's obligation to maintain the Easement Area, shall remain in place only until

such time as development occurs on at least one of the properties and/or lots impacted, benefited, or associated with the Easement. Until such development, Grantee shall maintain the Easement Area. At the time of the City's issuance of any development approval or permit, the obligation and responsibility for maintenance of the Easement Area shall automatically revert to the owner of the Property. The City and Owner will document this transfer of maintenance responsibility via an assignment, referencing this Drainage Easement, which shall then be recorded with the Maricopa County Recorder. The Parties may assign maintenance responsibility to an existing homeowner's association currently servicing the Property, and maintenance thereafter shall become the responsibility of such homeowner's association). The Easement Area may be redefined only with the prior approval of Grantee (granted in its sole discretion) in connection with Grantee's granting approvals with respect to the development of the Property. Any redefined Easement Area shall account for, handle, and otherwise address all drainage issues, both on site and off site, associated with developing the Property[ies] including channelization, conveyance, detention, and retention.

3. Restoration of Property. Grantee, its successors or assigns, or any other person or entity specifically permitted by Grantee to enter upon, perform any work within, or otherwise use the Easement Area pursuant to the rights granted pursuant to this Easement. shall (a) promptly repair and restore any damage to the landscaping or other improvements placed upon the Easement Area by Grantor that do not unreasonably interfere with Grantee's rights herein and resulting from Grantee's entry, work or use. In no event shall there be any obligation to repair or restore any damage to landscaping or any other improvement (or salvage any landscaping or any other improvement) which impairs the authorized use of the Easement Area by Grantee, its successors and assigns.; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither Grantee nor any person or entity shall be obligated to indemnify or hold Grantor harmless from any claims, judgments, loss, cost or expense arising out of Grantor's negligence, grossly negligent act, or willful misconduct.

4. Not a Public Dedication. Other than the grant of the Easement for drainage purposes as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

5. Miscellaneous. The Recitals are incorporated herein. The Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the

remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTOR:

REBECCA K. DAOUD
as TRUSTEE OF THE REBECCA DAOUD LIVING TRUST, U/A dated May 9, 2015

REBECCA K DAOUD
Rebecca K. Daoud, Trustee of the Rebecca Daoud Living Trust, U/A, dated May 9, 2015

Date: 6.30.2020

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30 day of June, 2020, by REBECCA K. DAOUD, as TRUSTEE OF THE REBECCA DAOUD LIVING TRUST, U/A dated May 9, 2015.

OFFICIAL SEAL
RAY LUCERO
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 10, 2020

Ray Lucero
Notary Public

My Commission Expires:

9-10-2020

GRANTEE:

City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by SKIP HALL, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit 1

Legal Description of the Property

The Northwest quarter of the Northwest quarter of the Northeast quarter of Section 7, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

Exhibit 2

Legal Description of the Easement Area

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-56-002N
DRAINAGE EASEMENT

A PORTION OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 1/2 INCH ALUMINUM CAP ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°44'45"E A DISTANCE OF 2625.84 FEET;

THENCE, LEAVING SAID NORTH QUARTER CORNER OF SAID SECTION 7, S00°06'34"E A DISTANCE OF 160.00 FEET TO THE **POINT OF BEGINNING;**

THENCE, S89°44'45"E A DISTANCE OF 100.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 137.75 FEET, WITH A RADIUS OF 205.00 FEET AND THE RADIAL BEARING OF N45°51'58"E AND A CENTRAL ANGLE OF 38°30'04" TO A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHEASTERLY ALONG SAID REVERSE CURVE AN ARC LENGTH OF 253.59 FEET, WITH A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 49°15'13";

THENCE, S33°22'53"E A DISTANCE OF 162.69 FEET;

THENCE, S56°37'07"W A DISTANCE OF 120.00 FEET;

THENCE, N33°22'53"W A DISTANCE OF 162.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 150.44 FEET, WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 49°15'13" TO A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHWESTERLY ALONG SAID REVERSE CURVE AN ARC LENGTH OF 239.61 FEET, WITH A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 42°14'31";

THENCE, N00°06'34"W A DISTANCE OF 68.30 FEET TO THE **POINT OF BEGINNING**.

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 69,842 SQUARE FEET OR 1.603 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

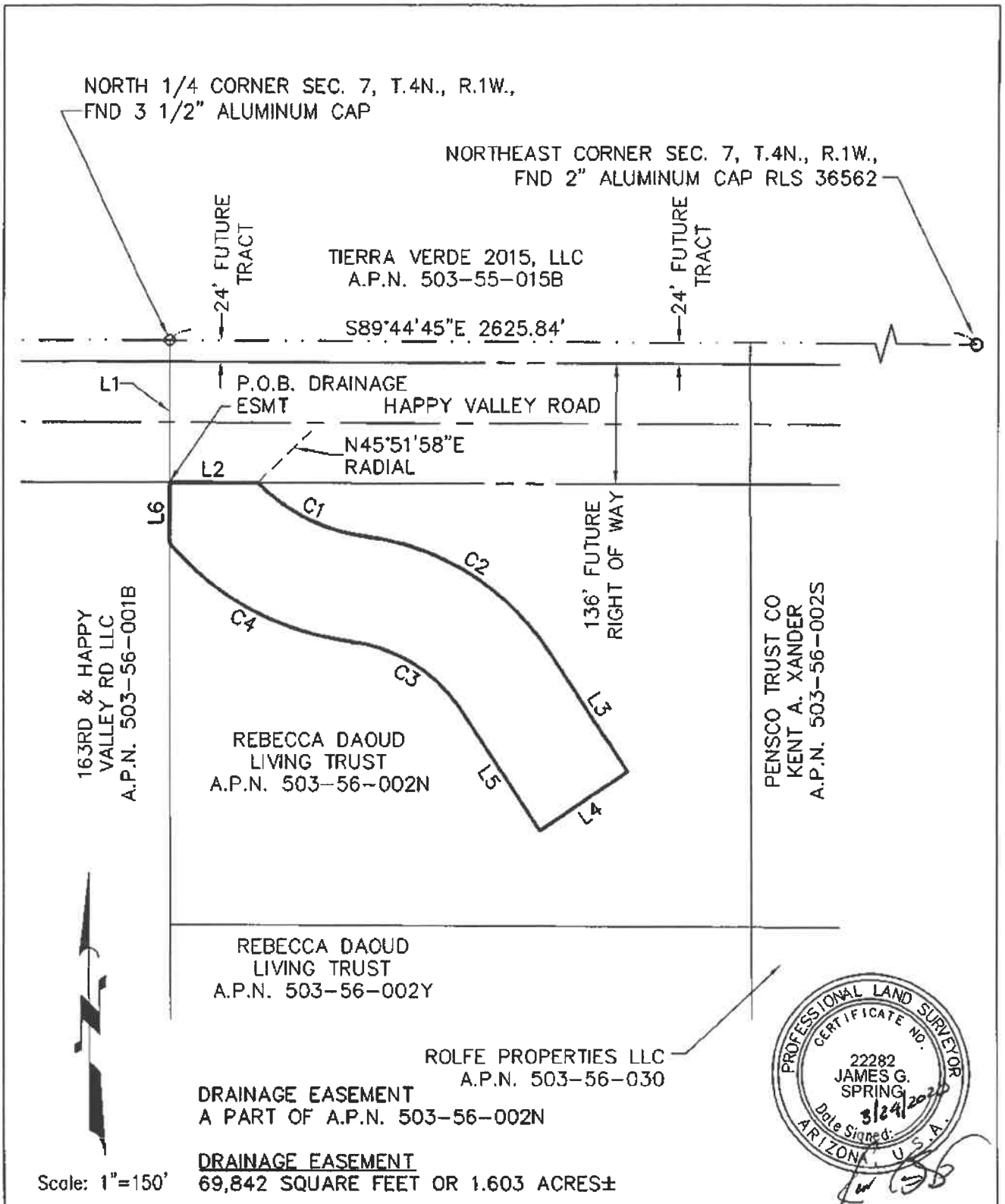
THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
March 24, 2020



Exhibit 3

Depiction of the Easement Area



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB# 09001944 -Sheet 3 of 4 03-24-2020
RANCHO MERCADO
A.P.N. 503-56-002N DRAINAGE EASEMENT
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°06'34"E	160.00'
L2	S89°44'45"E	100.53'
L3	S33°22'53"E	162.69'
L4	S56°37'07"W	120.00'
L5	N33°22'53"W	162.69'
L6	N00°06'34"W	68.30'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	137.75'	205.00'	038°30'04"
C2	253.59'	295.00'	049°15'13"
C3	150.44'	175.00'	049°15'13"
C4	239.61'	325.00'	042°14'31"



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB# 09001944 -Sheet 4 of 4 03-24-2020

RANCHO MERCADO
A.P.N. 503-56-002N DRAINAGE EASEMENT
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

fc:\09001944\dwg\survey\exhibits\happy valley road west drainage esmt\503-56-002n\09001944 happy valley rd west drainage esmt 503-56-002n.dwg SAVE DATE: 5/10/2019 8:15 AM PLOT DATE: 3/24/2020 2:49 PM

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 28, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **Daoud Living Trust dedication Right of Way Valuation**

The Value of the Right of Way associated with the Daoud Living Trust dedication is $525,168.00.

The area being dedicated as right-of-way is 105,033.6 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Quit Claim Deed from Kristine Bartholomew for public right of way along Dale Lane near 157th avenue.

Motion:
I move to accept a Quit Claim Deed for public right of way from Kristine Bartholomew.

Background:
The property being dedicated is along Dale Lane. The City has been working with the Saguaro View Community to obtain contiguous right of way in this area for roadway maintenance.

Objective Analysis:
The City will continue to accept right of way in the Saguaro View Community.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road has contiguous right of way and the City can legally maintain it.

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

ATTACHMENTS:
1. RW value for Bartholomew dedication
2. signed deed clean

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 21, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **Bartholomew dedication Right of Way Valuation**

The Value of the Right of Way associated with the Bartholomew dedication is $38,125.00.

The area being dedicated as right-of-way is 7,625 square feet. The value of the land is $5.00/sq foot.

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

KRISTINE BARTHOLOMEW ("Grantor")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this 7 day of March, 2020.

GRANTOR:

By: Kristine Bartholomew

STATE OF)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 25 day of March, 2020, by Kristine Bartholomew.

My Commission Expires: 6/28/2023

Kristen L Anderson
NOTARY PUBLIC

KRISTEN L ANDERSON
NOTARY PUBLIC for the
State of Montana
Residing at Miles City, Montana
My Commission Expires
June 28, 2023

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Skip Hall, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT OF WAY DEDICATION
APN 503-52-071C

The south 25.00 feet of the south half of the east half of the south half of the east half of the northwest quarter of the southwest quarter of Section 30, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona;

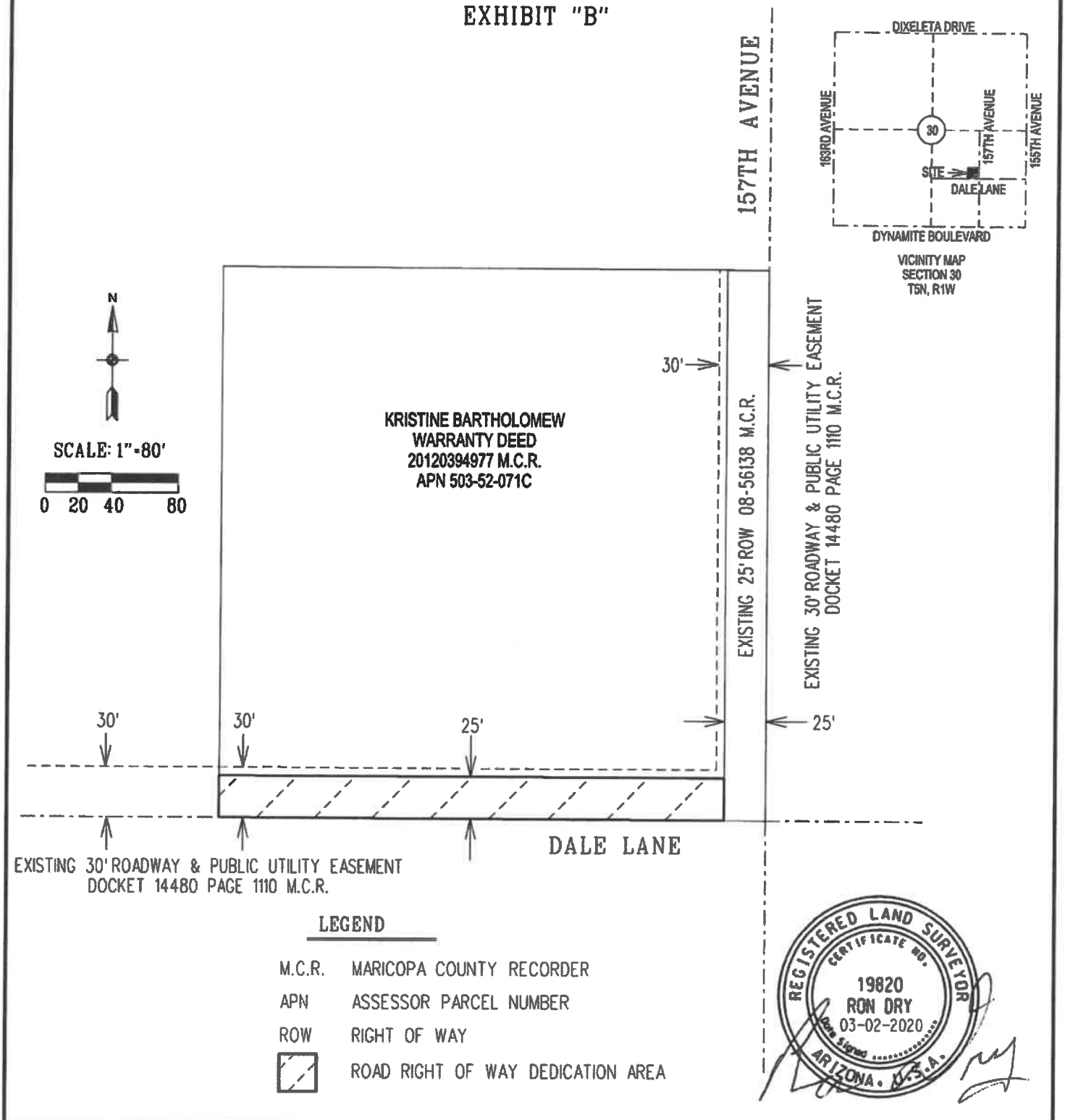
EXCEPT the east 25 feet thereof.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



LEGEND

M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
ROW	RIGHT OF WAY
	ROAD RIGHT OF WAY DEDICATION AREA

ROAD RIGHT OF WAY DEDICATION APN 503-52-071C	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT # 20010	DRAWN BY RCD	DATE 03-02-2020	SHEET 1 OF 1

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Drainage Easement from ACE PSP LLC for roadway improvements along Happy Valley Road east of 163rd Avenue.

Motion:
I move to accept a Drainage Easement from ACE PSP, LLC.

Background:
The easement being dedicated are in association with the road improvements being done by the developer to improve Happy Valley Road to access the Rancho Mercado Development.

Objective Analysis:
The planned improved roadway will need the additional drainage area on the north side of Happy Valley road for the completion of the roadway improvement leading into the Rancho Mercado Development.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

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

ATTACHMENTS:

1. Taylor Morrison - Rancho Mercado ACE PSP Drainage Easement

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "**Easement**") is executed as of the 6TH day of July, 2020 by and between **ACE PSP, LLC**, an Arizona limited liability company, ("**Grantor**" or "**Owner**") and the **City of Surprise**, an Arizona municipal corporation ("**Grantee**" or "**City**"). Grantor and Grantee may individually be referred to herein as "**Party**" or collectively as "**Parties.**"

RECITALS

A. Grantor is the fee title owner of a parcel of land located in Maricopa County, Arizona described on Exhibit 1 attached hereto (the "**Property**").

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "**Easement Area**") of the Property. The Easement Area is legally described in Exhibit 2 attached hereto and depicted on Exhibit 3 attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an exclusive easement over the Easement Area for drainage purposes, including but not limited to, the installation, construction, improvement, maintenance, repair and utilization of drainage improvements for all drainage purposes). Grantor shall not erect or construct or permit to be erected or constructed any structure or improvement within the Easement Area that unreasonably interferes with the Easement and drainage purposes set forth herein, provided, however, Grantor shall have the right to make use of the Easement Area to the extent said use(s) are not inconsistent with and do not unreasonably interfere with Grantee's use of the Easement granted herein.

2. Maintenance/Future Development/Relocation. The Parties understand that this Easement, and the City's obligation to maintain the Easement Area, shall remain in place only until such time as development occurs on at least one of the properties and/or lots impacted, benefited, or associated with the Easement. Until such development, Grantee shall maintain the Easement Area. At the time of the City's issuance of any development approval or permit, the obligation and responsibility for maintenance of the Easement Area

shall automatically revert to the owner of the Property. The City and Owner will document this transfer of maintenance responsibility via an assignment, referencing this Drainage Easement, which shall then be recorded with the Maricopa County Recorder. The Parties may assign maintenance responsibility to an existing homeowner's association currently servicing the Property, and maintenance thereafter shall become the responsibility of such homeowner's association). The Easement Area may be redefined only with the prior approval of Grantee (granted in its sole discretion) in connection with Grantee's granting approvals with respect to the development of the Property. Any redefined Easement Area shall account for, handle, and otherwise address all drainage issues, both on site and off site, associated with developing the Property including channelization, conveyance, detention, and retention.

3. Restoration of Property. Grantee, its successors or assigns, or any other person or entity specifically permitted by Grantee to enter upon, perform any work within, or otherwise use the Easement Area pursuant to the rights granted pursuant to this Easement. shall (a) promptly repair and restore any damage to the landscaping or other improvements placed upon the Easement Area by Grantor that do not unreasonably interfere with Grantee's rights herein and resulting from Grantee's entry, work or use. In no event shall there be any obligation to repair or restore any damage to landscaping or any other improvement (or salvage any landscaping or any other improvement) which impairs the authorized use of the Easement Area by Grantee, its successors and assigns.; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither Grantee nor any person or entity shall be obligated to indemnify or hold Grantor harmless from any claims, judgments, loss, cost or expense arising out of Grantor's negligence, grossly negligent act, or willful misconduct.

4. Not a Public Dedication. Other than the grant of the Easement for drainage purposes as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

5. Miscellaneous. The Recitals are incorporated herein. The Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTOR:

ACE PSP, LLC
an Arizona limited liability company

By: _____

Name: DAVID McHENRY

Title: MEMBER

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of July, 2020, by David McHenry of ACE PSP, LLC, an Arizona limited liability company, that he executed the foregoing instrument on behalf of said corporation.

_____
Notary Public

My Commission Expires:

7-18-2020

CHRISTINE A. LEITCH
Notary Public - Arizona
Maricopa County
My Commission Expires
July 18, 2020

GRANTEE:

City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by SKIP HALL, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit 1

Legal Description

Lot 7 of the Southwest quarter of Section 6, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

Exhibit 2

Legal Description of the Easement Area

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-55-004
DRAINAGE EASEMENT

A PORTION OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3 1/2 INCH ALUMINUM CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°44'52"E A DISTANCE OF 1850.82 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 6, S89°44'52"E A DISTANCE OF 155.00 FEET TO THE **POINT OF BEGINNING**

THENCE, LEAVING SAID SOUTH LINE OF SAID SECTION 6, N00°23'32"E A DISTANCE OF 54.62 FEET;

THENCE, S89°44'52"E A DISTANCE OF 136.41 FEET;

THENCE, S00°15'08"W A DISTANCE OF 54.62 FEET TO THE SOUTH LINE OF SAID SECTION 6;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 6, N89°44'52"W A DISTANCE OF 136.54 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 7,454 SQUARE FEET OR 0.171 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

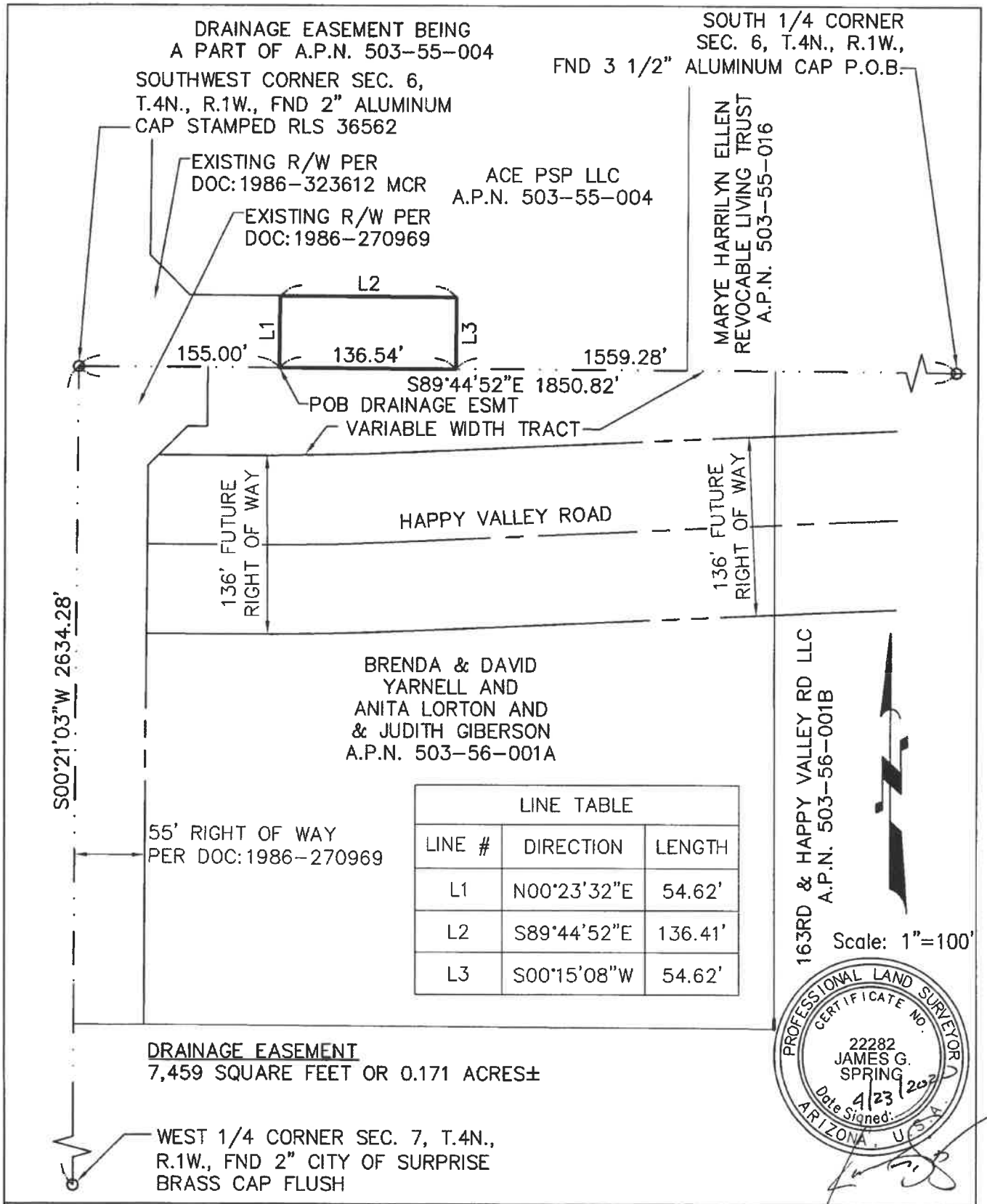
THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
April 23, 2020



Exhibit 3

Depiction of the Easement Area



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°23'32"E	54.62'
L2	S89°44'52"E	136.41'
L3	S00°15'08"W	54.62'

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

09001944 -Sheet 2 of 2 4-23-2020

RANCHO MERCADO
HAPPY VALLEY RD DRAINAGE EASEMENT
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

k:\09001944\dwg\survey\exhibits\happy valley road west drainage esmt\503-55-004\09001944 happy valley rd west drainage 503-55-004.dwg SAVE DATE: 5/9/2019 12:07 PM PLOT DATE: 4/23/2020 1:49 PM

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Drainage Easement from Tierra Verde 2015, LLC for roadway improvements along Happy Valley Road between 163rd and 155th Avenues.

Motion:
I move to accept a Drainage Easement from Tierra Verde 2015, LLC.

Background:
The easement being dedicated are in association with the road improvements being done by the developer to improve Happy Valley Road to access the Rancho Mercado Development.

Objective Analysis:
The planned improved roadway will need the additional drainage area on the north side of Happy Valley road for the completion of the roadway improvement leading into the Rancho Mercado Development.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

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

ATTACHMENTS:

1. 50355015A DE

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "**Easement**") is executed as of the ____ day of _____, 2020 by and between **TIERRA VERDE 2015, LLC**, a Delaware limited liability company, ("**Grantor**" or "**Owner**") and the **City of Surprise**, an Arizona municipal corporation ("**Grantee**" or "**City**"). Grantor and Grantee may individually be referred to herein as "**Party**" or collectively as "**Parties**."

RECITALS

A. Grantor is the fee title owner of a parcel of land located in Maricopa County, Arizona described on Exhibit 1 attached hereto (the "**Property**").

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "**Easement Area**") of the Property. The Easement Area is legally described in Exhibit 2 attached hereto and depicted on Exhibit 3 attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an exclusive easement over the Easement Area for drainage purposes, including but not limited to, the installation, construction, improvement, maintenance, repair and utilization of drainage improvements for all drainage purposes). Grantor shall not erect or construct or permit to be erected or constructed any structure or improvement within the Easement Area that unreasonably interferes with the Easement and drainage purposes set forth herein, provided, however, Grantor shall have the right to make use of the Easement Area to the extent said use(s) are not inconsistent with and do not unreasonably interfere with Grantee's use of the Easement granted herein.

2. Maintenance/Future Development/Relocation. The Parties understand that this Easement, and the City's obligation to maintain the Easement Area, shall remain in place only until such time as development occurs on at least one of the properties and/or lots impacted, benefited, or associated with the Easement. Until such development, Grantee shall maintain the Easement Area. At the time of the City's issuance of any development

approval or permit, the obligation and responsibility for maintenance of the Easement Area shall automatically revert to the owner of the Property. The City and Owner will document this transfer of maintenance responsibility via an assignment, referencing this Drainage Easement, which shall then be recorded with the Maricopa County Recorder. The Parties may assign maintenance responsibility to an existing homeowner's association currently servicing the Property, and maintenance thereafter shall become the responsibility of such homeowner's association). The Easement Area may be redefined only with the prior approval of Grantee (granted in its sole discretion) in connection with Grantee's granting approvals with respect to the development of the Property. Any redefined Easement Area shall account for, handle, and otherwise address all drainage issues, both on site and off site, associated with developing the Property including channelization, conveyance, detention, and retention.

3. Restoration of Property. Grantee, its successors or assigns, or any other person or entity specifically permitted by Grantee to enter upon, perform any work within, or otherwise use the Easement Area pursuant to the rights granted pursuant to this Easement. shall (a) promptly repair and restore any damage to the landscaping or other improvements placed upon the Easement Area by Grantor that do not unreasonably interfere with Grantee's rights herein and resulting from Grantee's entry, work or use. In no event shall there be any obligation to repair or restore any damage to landscaping or any other improvement (or salvage any landscaping or any other improvement) which impairs the authorized use of the Easement Area by Grantee, its successors and assigns.; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither Grantee nor any person or entity shall be obligated to indemnify or hold Grantor harmless from any claims, judgments, loss, cost or expense arising out of Grantor's negligence, grossly negligent act, or willful misconduct.

4. Not a Public Dedication. Other than the grant of the Easement for drainage purposes as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

5. Miscellaneous. The Recitals are incorporated herein. The Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTOR:

TIERRA VERDE 2015, LLC
a Delaware limited liability company

By: Scott M Switzer

Name: SCOTT M SWITZER

Title: DIRECTOR of LAND

STATE OF ~~WASHINGTON~~ ARIZONA)
) SS.
County of ~~Spokane~~ MARICOPA)

The foregoing instrument was acknowledged before me this 17 day of June, 2020, by ~~Scott M. Switzer~~ of TIERRA VERDE 2015, LLC, a Delaware limited liability company, that he executed the foregoing instrument on behalf of said corporation.

Olivia I. Bellato
Notary Public

My Commission Expires:

March 15, 2023

OFFICIAL SEAL
OLIVIA I. BELLATO
Notary Public - State of Arizona
MARICOPA COUNTY
Comm. #559866 Exp. March 15, 2023

GRANTEE:

City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by SKIP HALL, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-55-015A
DRAINAGE EASEMENT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3 1/2 INCH ALUMINUM CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N89°44'45"W A DISTANCE OF 2625.84 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 6, N89°44'45"W A DISTANCE OF 338.58 FEET;

THENCE, LEAVING SAID SOUTH LINE OF SAID SECTION 6, N00°15'15"E A DISTANCE OF 215.12 FEET;

THENCE, S89°51'12"E A DISTANCE OF 117.79 FEET;

THENCE, N00°08'48"E A DISTANCE OF 29.88 FEET;

THENCE, S89°51'12"E A DISTANCE OF 220.39 FEET TO THE EAST LINE OF SAID SECTION 6;

THENCE, ALONG THE EAST LINE OF SAID SECTION 6, S00°08'48"W A DISTANCE OF 245.63 FEET TO THE **POINT OF BEGINNING**.

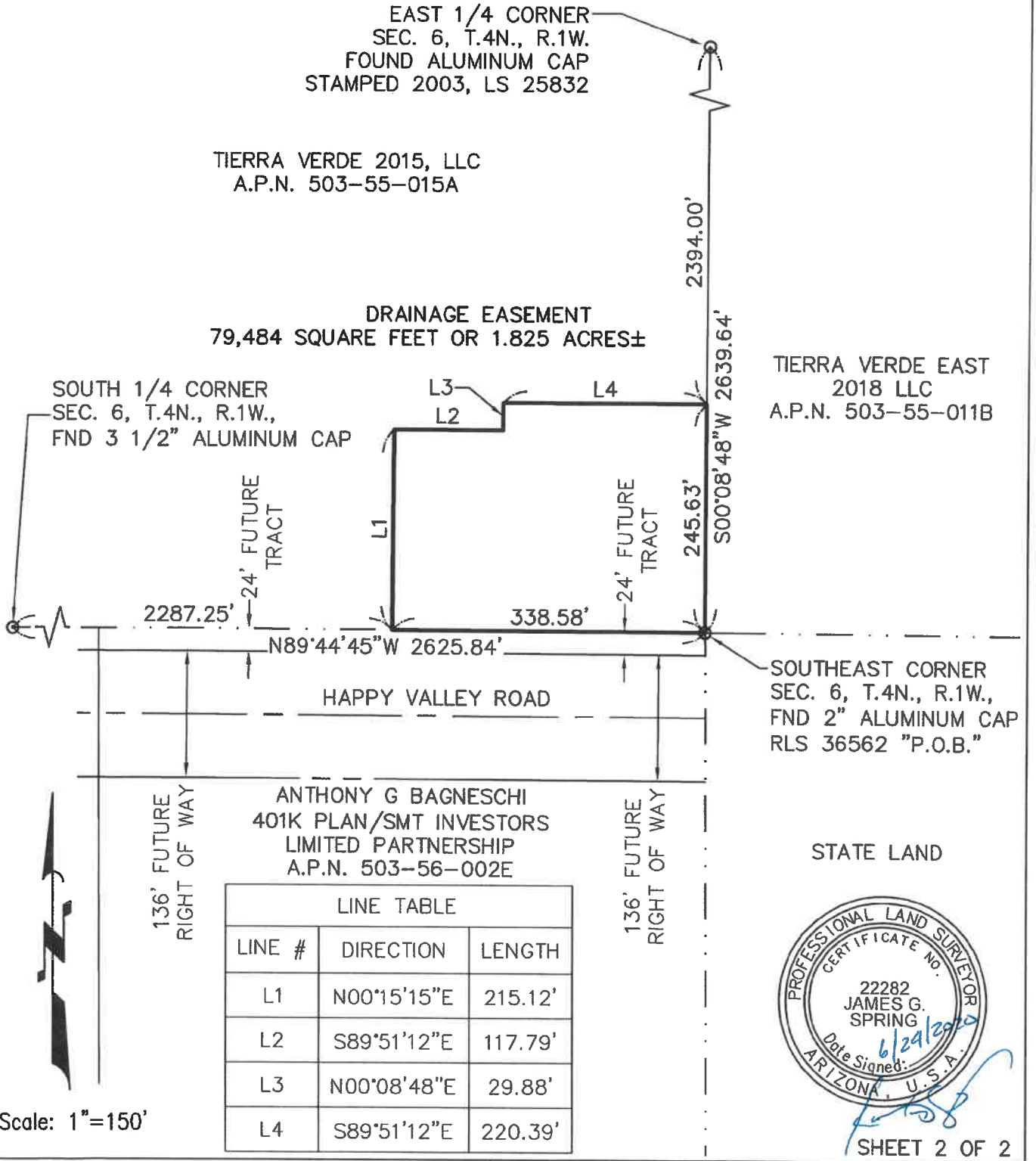
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 79,484 SQUARE FEET OR 1.825 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
June 24, 2020



DRAINAGE EASEMENT
BEING A PART OF A.P.N. 503-55-015A



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°15'15"E	215.12'
L2	S89°51'12"E	117.79'
L3	N00°08'48"E	29.88'
L4	S89°51'12"E	220.39'

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G.
SPRING
Date Signed: 6/24/2020
ARIZONA, U.S.A.

SHEET 2 OF 2

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB NO# 09001944 6/24/2020

RANCHO MERCADO
A.P.N. 503-55-015B DRAINAGE EASEMENT
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

k:\09001944\dwg\survey\exhibits\happy valley road west drainage esmt\503-55-015a\09001944 happy valley rd west multi-use esmt 503-55-015a.dwg SAVE DATE: 6/24/2020 8:50 AM PLOT DATE: 6/24/2020 11:26 AM

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Drainage Easement from Tierra Verde East 2018, LLC for roadway improvements along Happy Valley Road between 155th and 163rd avenues.

Motion:
I move to accept a Drainage Easement from Tierra Verde East 2018, LLC.

Background:
The easement being dedicated is in association with the road improvements being done by the developer to improve Happy Valley Road to access the Rancho Mercado Development.

Objective Analysis:
The planned improved roadway will need the additional drainage area on the north side of Happy Valley Road for the completion of the roadway improvement leading into the Rancho Mercado Development.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

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

ATTACHMENTS:

1. Tierra Verde East 2018 DE

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "**Easement**") is executed as of the ____ day of _____, 2020 by and between **Tierra Verde East 2018, LLC**, a Delaware limited liability company ("**Grantor**" or "**Owner**") and the **City of Surprise**, an Arizona municipal corporation ("**Grantee**" or "**City**"). Grantor and Grantee may individually be referred to herein as "**Party**" or collectively as "**Parties**."

RECITALS

A. Grantor is the fee title owner of a parcel of land located in Maricopa County, Arizona described on Exhibit 1 attached hereto (the "**Property**").

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "**Easement Area**") of the Property. The Easement Area is legally described in Exhibit 2 attached hereto and depicted on Exhibit 3 attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an exclusive easement over the Easement Area for drainage purposes, including but not limited to, the installation, construction, improvement, maintenance, repair and utilization of drainage improvements for all drainage purposes). Grantor shall not erect or construct or permit to be erected or constructed any structure or improvement within the Easement Area that unreasonably interferes with the Easement and drainage purposes set forth herein, provided, however, Grantor shall have the right to make use of the Easement Area to the extent said use(s) are not inconsistent with and do not unreasonably interfere with Grantee's use of the Easement granted herein.

2. Maintenance/Future Development/Relocation. The Parties understand that this Easement, and the City's obligation to maintain the Easement Area, shall remain in place only until such time as development occurs on at least one of the properties and/or lots impacted, benefited, or associated with the Easement. Until such development, Grantee shall maintain the Easement Area. At the time of the City's issuance of any development

approval or permit, the obligation and responsibility for maintenance of the Easement Area shall automatically revert to the owner of the Property. The City and Owner will document this transfer of maintenance responsibility via an assignment, referencing this Drainage Easement, which shall then be recorded with the Maricopa County Recorder. The Parties may assign maintenance responsibility to an existing homeowner's association currently servicing the Property, and maintenance thereafter shall become the responsibility of such homeowner's association). The Easement Area may be redefined only with the prior approval of Grantee (granted in its sole discretion) in connection with Grantee's granting approvals with respect to the development of the Property. Any redefined Easement Area shall account for, handle, and otherwise address all drainage issues, both on site and off site, associated with developing the Property including channelization, conveyance, detention, and retention.

3. Restoration of Property. Grantee, its successors or assigns, or any other person or entity specifically permitted by Grantee to enter upon, perform any work within, or otherwise use the Easement Area pursuant to the rights granted pursuant to this Easement. shall (a) promptly repair and restore any damage to the landscaping or other improvements placed upon the Easement Area by Grantor that do not unreasonably interfere with Grantee's rights herein and resulting from Grantee's entry, work or use. In no event shall there be any obligation to repair or restore any damage to landscaping or any other improvement (or salvage any landscaping or any other improvement) which impairs the authorized use of the Easement Area by Grantee, its successors and assigns.; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither Grantee nor any person or entity shall be obligated to indemnify or hold Grantor harmless from any claims, judgments, loss, cost or expense arising out of Grantor's negligence, grossly negligent act, or willful misconduct.

4. Not a Public Dedication. Other than the grant of the Easement for drainage purposes as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

5. Miscellaneous. The Recitals are incorporated herein. The Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTOR:

Tierra Verde East 2018, LLC,
a Delaware limited liability company

By: Scott M Switzer

Name: SCOTT M. SWITZER

Title: DIRECTOR of LAND

STATE OF ~~WASHINGTON~~ ARIZONA)
) SS.
County of ~~Spokane~~ MARICOPA)

The foregoing instrument was acknowledged before me this 12TH day of JUNE, 2020, by SCOTT M. SWITZER of Tierra Verde East 2018, LLC, a Delaware limited liability company.

Olivia I. Bellato
Notary Public

My Commission Expires:

March 15, 2023

OFFICIAL SEAL
OLIVIA I. BELLATO
Notary Public - State of Arizona
MARICOPA COUNTY
Comm. #559668 Exp. March 15, 2023

GRANTEE:

City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by SKIP HALL, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit 1

Legal Description & Depiction of the Property

Parcel No. 1:
The West Half of the Southwest Quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the North Half of the North Half thereof.

Parcel No. 2:
The Southeast Quarter of the Southwest Quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-54-012
DRAINAGE EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N89°37'34"W A DISTANCE OF 2624.51 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 5, N89°37'34"W A DISTANCE OF 362.30 FEET TO THE **POINT OF BEGINNING;**

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 5, N89°37'34"W A DISTANCE OF 96.00 FEET;

THENCE, LEAVING SAID SOUTH LINE OF SAID SECTION 5, N00°22'26"E A DISTANCE OF 35.96 FEET;

THENCE, S89°37'34"E A DISTANCE OF 94.32 FEET;

THENCE, S02°17'45"E A DISTANCE OF 36.00 FEET TO THE SOUTH LINE OF SAID SECTION 5, ALSO BEING THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 3,422 SQUARE FEET OR 0.079 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
APRIL 13TH, 2020



DRAINAGE EASEMENT
BEING A PART OF A.P.N. 503-54-012

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G.
SPRING
Date Signed 4/14/2020
ARIZONA, U.S.A.

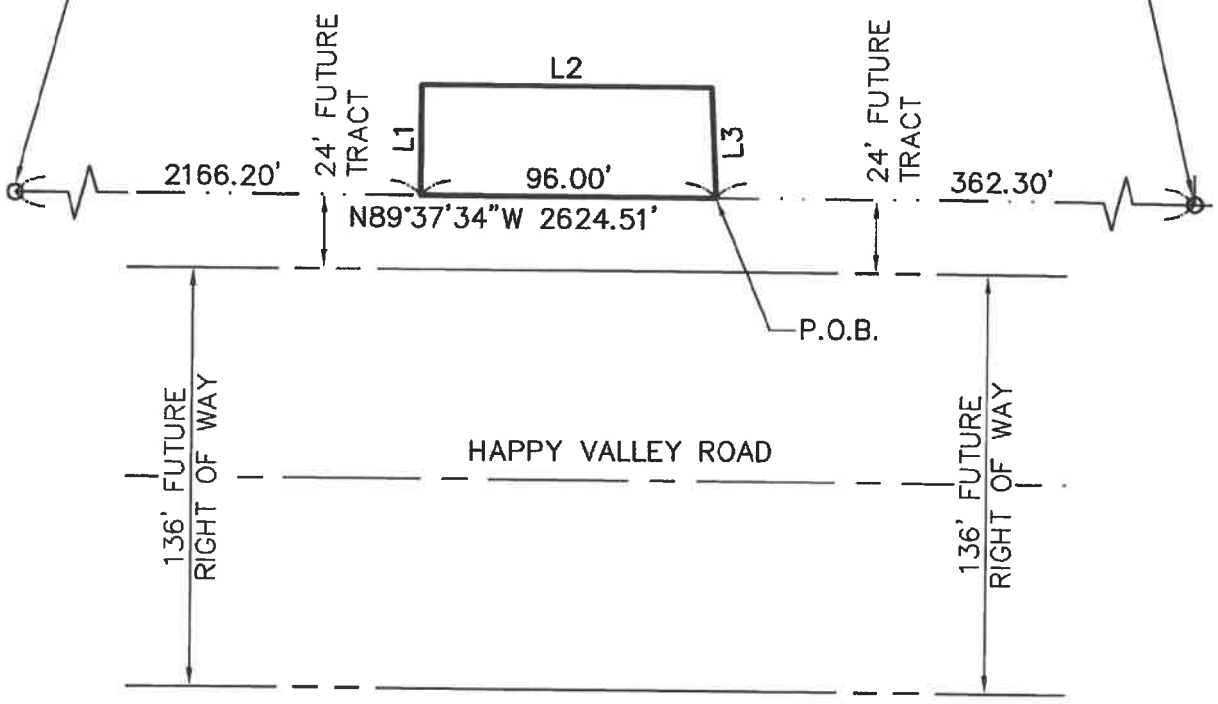
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°22'26"E	35.96'
L2	S89°37'34"E	94.32'
L3	S02°17'45"E	36.00'

Scale: 1"=60'

TIERRA VERDE EAST 2018 LLC
A.P.N. 503-54-012

SOUTHWEST CORNER
SEC. 5, T.4N., R.1W.,
FND 2" ALUMINUM CAP
RLS 36562

SOUTH 1/4 CORNER
SEC. 5, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP
RLS 36562



STATE LAND

DRAINAGE EASEMENT
3,422 SQUARE FEET OR 0.079 ACRES±

SHEET 2 OF 2

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB NO# 09001944 4/13/2020
RANCHO MERCADO
A.P.N. 503-54-012 DRAINAGE EASEMENT
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

k:\09001944\dwg\survey\exhibits\happy valley road west drainage esmt\503-54-012\09001944 happy valley rd west drainage esmt 503-54-012.dwg SAVE DATE: 10/31/2017 1:48 PM PLOT DATE: 4/13/2020 11:25 AM

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-55-011B
DRAINAGE EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND ALUMINUM CAP ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N00°08'46"E A DISTANCE OF 2639.64 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 5, N00°08'46"E A DISTANCE OF 245.63 FEET;

THENCE, LEAVING SAID WEST LINE OF SAID SECTION 5, S57°00'39"E A DISTANCE OF 288.61 FEET;

THENCE, S00°22'26"W A DISTANCE OF 90.07 FEET TO THE SOUTH LINE OF SAID SECTION 5;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 5, N89°37'34"W A DISTANCE OF 242.12 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 40,685 SQUARE FEET OR 0.934 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
JUNE 24, 2020



DRAINAGE EASEMENT
BEING A PART OF A.P.N. 503-55-011B

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 22282
JAMES G. SPRING
Date Signed 6/24/2020
ARIZONA, U.S.A.



Scale: 1"=150'

WEST 1/4 CORNER
SEC. 5, T.4N., R.1W.
FOUND ALUMINUM CAP
STAMPED 2003, LS 25832

DRAINAGE EASEMENT
40,685 SQUARE FEET OR 0.934 ACRES±

SOUTH 1/4 CORNER
SEC. 5, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP
RLS 36562

SOUTHWEST CORNER
SEC. 5, T.4N., R.1W.,
FND 2" ALUMINUM CAP
RLS 36562 "P.O.B."

TIERRA VERDE 2015, LLC
A.P.N. 503-55-015A

TIERRA VERDE EAST 2018 LLC
A.P.N. 503-55-011B

2394.00'

N00°08'48"E 2639.64'

245.63'

24' FUTURE TRACT

L1

L2

242.12'

2382.38'

N89°37'34"W 2624.51'

24' FUTURE TRACT

HAPPY VALLEY ROAD

136' FUTURE RIGHT OF WAY

136' FUTURE RIGHT OF WAY

136' FUTURE RIGHT OF WAY

STATE LAND

ANTHONY G BAGNESCHI
401K PLAN/SMT INVESTORS
LIMITED PARTNERSHIP
A.P.N. 503-56-002E

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S57°00'39"E	288.61'
L2	S00°22'26"W	90.07'

SHEET 2 OF 2

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB NO# 09001944 6/24/2020
RANCHO MERCADO
A.P.N. 503-55-011B DRAINAGE EASEMENT
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

k:\09001944\dwg\survey\exhibits\happy valley road west drainage esmt\503-55-011b\09001944 happy valley rd west multi-use esmt 503-55-011b.dwg SAVE DATE: 6/24/2020 11:25 AM PLOT DATE: 6/24/2020 1:02 PM

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Warranty Deed and Slope Easement from the Mandou Family Trust for roadway improvements near Happy Valley Road and 147th avenue.

Motion:
I move to accept the Warranty Deed and Slope Easement from the Mandou Family Trust.

Background:
The right of way and easement being dedicated are in association with the road improvements being done by the developer to improve 147th Avenue to access the Rancho Mercado Development.

Objective Analysis:
The planned improved roadway will need the additional right of way and Slope Easement for the completion of the roadway improvement leading into the Rancho Mercado Development.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M as part of the annual budget process when the road is in place and is accepted by the City.

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

ATTACHMENTS:
1. Mandou Deed
2. Slope Easement

3. RW value for Mandou dedication

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOMA MANDOU and MARIM MANDOU, as Trustees for the MANDOU FAMILY TRUST, dated May 7, 2014 ("Grantor"),

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

IN WITNESS WHEREOF, the Grantor has caused this ~~Special~~ Warranty Deed to be executed this 3rd day of June, 2020.

GRANTOR:

TOMA MANDOU and MARIM MANDOU,
Trustees of the Mandou Family Trust, dated May 7, 2014

Toma Mandou

Toma Mandou, Co-Trustee of the Mandou Family Trust, dated May 7, 2014

Date: 6-3-20

Marim Mandou

Marim Mandou, Co-Trustee of the Mandou Family Trust, dated May 7, 2014

Date: 6.3.20

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 3rd day of _____, 2020, by Toma Mandou, as Co-Trustee of the Mandou Family Trust, dated May 7, 2014.

Laurie Roza
Notary Public

My Commission Expires:

03/31/2024

LAURIE ROZA
Notary Public - Arizona
Maricopa County
Commission # 578377
My Comm. Expires Mar 31, 2024

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 3rd day of June, 2020, by Marim Mandou, as Co-Trustee of the Mandou Family Trust, dated May 7, 2014.

Laurie Roza
Notary Public

My Commission Expires:

03/31/2024

LAURIE ROZA
Notary Public - Arizona
Maricopa County
Commission # 578377
My Comm. Expires Mar 31, 2024

GRANTEE: City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

My commission expires: Notary Public:

_____ _____

Exhibit A

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
147TH AVENUE 40' RIGHT OF WAY
APN 503-69-010D

A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35832 2003, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BRASS CAP IN HANDHOLE STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 36770, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°46'48"E A DISTANCE OF 5255.54 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 4, S00°07'05"E A DISTANCE OF 2645.63 FEET TO THE NORTHWEST CORNER OF SECTION 9;

THENCE, CONTINUING ALONG THE WEST LINE OF SAID SECTION 9, S00°06'42"E A DISTANCE OF 2203.57 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY OF THE MWD 139' BEARDSLEY CANAL R/W ALSO BEING THE **POINT OF BEGINNING**;

THENCE, ALONG THE SOUTH LINE OF SAID SOUTHERLY R/W LINE, N73°30'56"E A DISTANCE OF 41.69 FEET

THENCE, LEAVING THE SAID SOUTHERLY R/W LINE, S00°06'42"E A DISTANCE OF 453.92 FEET TO A POINT ON THE EAST-WEST MID SECTION LINE OF SAID SECTION 9;

THENCE, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 9, N89°51'16"W A DISTANCE OF 40.00 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE, LEAVING THE WEST QUARTER CORNER OF SAID SECTION 9, N00°06'42"W A DISTANCE OF 441.99 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY OF THE MWD 139' BEARDSLEY CANAL R/W AND ALSO BEING THE **POINT OF BEGINNING**;

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 17,918 SQUARE FEET OR 0.411 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

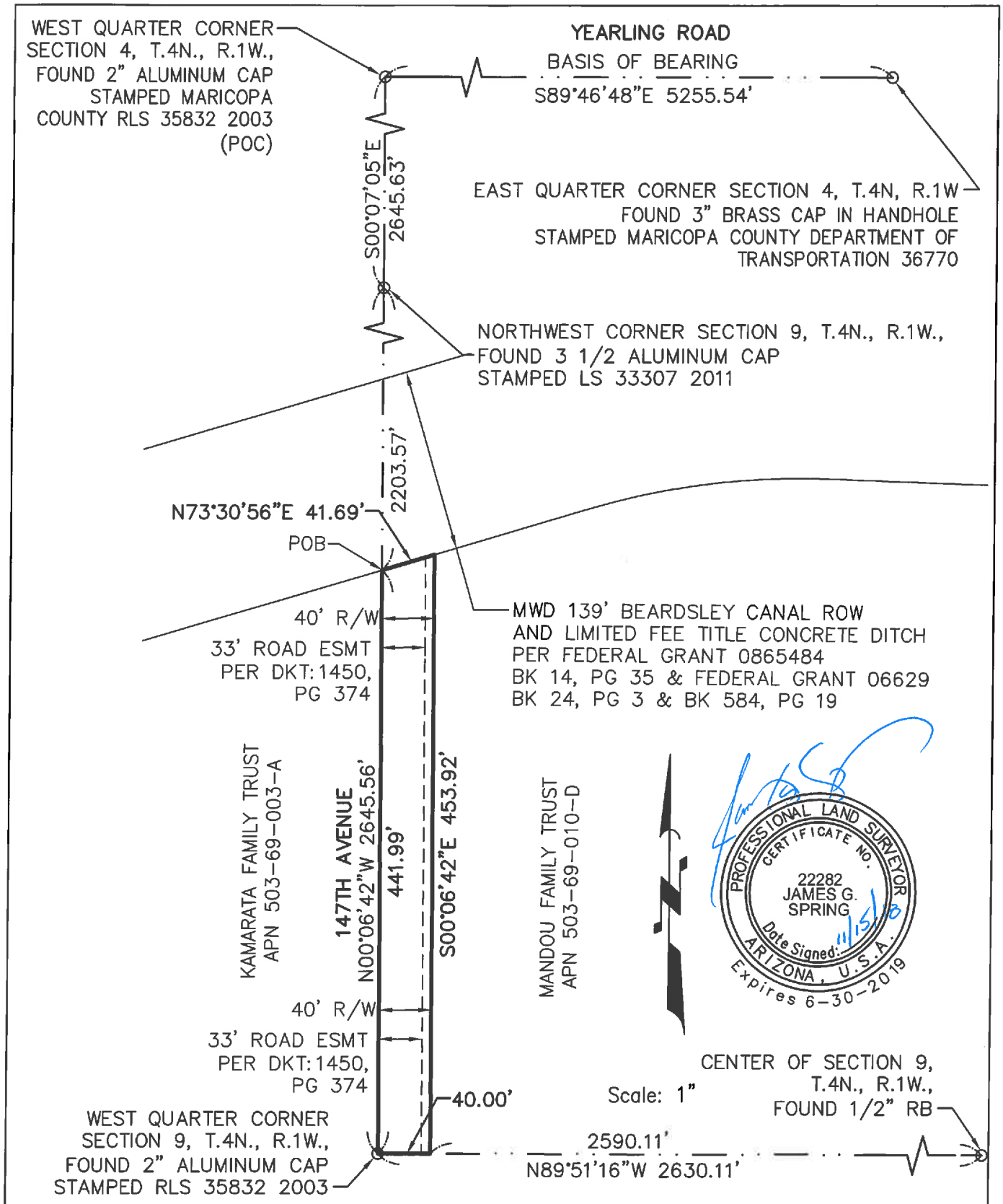
THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
NOVEMBER 15TH, 2018



Exhibit B

Exhibit B



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB #09001944 –SHEET 3 OF 3 11-15-2018
RANCHO MERCADO 147TH AVENUE 40' R/W
APN 503-69-010D
CITY OF SURPRISE, ARIZONA

k:\09001944\dwg\survey\exhibits\147th ave right of ways 2018\503-69-010d\09001944 rancho mercado 147th ave apn 503-69-010d.dwg SAVE DATE: 11/15/2018 9:48 AM PLOT DATE: 11/15/2018 10:23 AM

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85347

SLOPE EASEMENT

TOMA MANDOU and MARIM MANDOU, as Trustees for the MANDOU FAMILY TRUST, dated May 7, 2014, ("GRANTOR"), for the payment of ten dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the City of Surprise, Arizona, ("GRANTEE" or "City"), and to its agents, successors and assigns, a Slope Easement in, on, over, under, across and through that certain parcel of land located in Maricopa County, State of Arizona, and described as set forth in Exhibit "A" (hereinafter "Slope Easement Property"). The GRANTOR and GRANTEE may individually be referred to herein as "Party", or may collectively be referred to herein as "Parties."

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

The GRANTEE or its agents, successors and assigns shall at all times have the right of full and free ingress, egress and access to said Slope Easement Property for the purposes stated herein.

The covenants and agreements herein shall run with the land and shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors and assigns of the Parties hereto.

RECITALS

WHEREAS, the GRANTOR owns the Slope Easement Property and desires to grant an easement to the GRANTEE for the purpose of locating, installing, constructing, reconstructing, repairing, maintaining, utilizing and replacing a street and/or roadway embankment and excavation slopes that may be necessary to ensure structural stability, including appropriate drainage;

WHEREAS, in order to ensure the structural stability of the street and/or roadway, including appropriate drainage, the City is desirous of obtaining an easement, in, on, over, under, across and through the Slope Easement Property for the purpose of locating, installing, constructing, reconstructing, repairing, maintaining, utilizing and replacing a street and/or roadway embankment and excavation slopes; and

NOW THEREFORE, in consideration of the terms and conditions as set herein, the Parties agree as follows and there being no further consideration other than specified herein.

GRANTEE, CITY OF SURPRISE, AGREES:

A. To use the property described in Exhibit A for the general welfare and benefit of the public;
B. To perform all the construction and maintenance of the street and/or roadway construction embankment and excavation slopes in a workmanlike manner; and
C. That no costs relating to construction of street and/or roadway construction embankment and excavation slopes will be charged to the Grantor.

GRANTOR, TOMA MANDOU and MARIM MANDOU, as Trustees for the MANDOU FAMILY TRUST, AGREES:

1. To grant a slope easement to the City in, on, over, under and across that certain parcel of land located in Maricopa County, State of Arizona, and described as set forth in Exhibit "A" for the general welfare and benefit of the public for the purpose of locating, constructing, reconstructing, repairing, and maintaining a street and/or roadway construction embankment and excavation slopes to ensure the structural stability of the road including appropriate drainage;
2. That the City, or its agents, successors and assigns shall at all times have the right of full and free ingress, egress and access to said Slope Easement Property for the purposes stated herein;
3. That Grantee may alter the grade and slope of the Slope Easement Property and install permanent improvements within the easement area (e.g. pour asphalt) in furtherance of the purposes described herein;
4. That Grantor shall not erect or construct or permit to be erected or constructed any structure within the Slope Easement Property;
5. That this Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, administrators, personal representatives, successors and assigns; and
6. That in the event of default of any of the terms herein, any claim or suit brought hereunder against Grantee shall be limited to a claim for equitable remedies, including specific performance. But in no event shall Grantor be entitled to recover from Grantee monetary or any other financial damages.

Dated this 3 day of June, 2020.

GRANTOR:
TOMA MANDOU and MARIM MANDOU,
Trustees of the Mandou Family Trust, dated May 7, 2014

Toma Mandou, Co-Trustee of the Mandou Family Trust, dated May 7, 2014

Date: 6-3-20

Marim Mandou, Co-Trustee of the Mandou Family Trust, dated May 7, 2014

Date: 6-3-20

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 3rd day of June, 2020, by Toma Mandou, as Co-Trustee of the Mandou Family Trust, dated May 7, 2014.

Laurie Roza
Notary Public

My Commission Expires:

03/31/2024

LAURIE ROZA
Notary Public - Arizona
Maricopa County
Commission # 578377
My Comm. Expires Mar 31, 2024

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 3rd day of June, 2020, by Marim Mandou, as Co-Trustee of the Mandou Family Trust, dated May 7, 2014.

Laurie Roza
Notary Public

My Commission Expires:

03/31/2024

LAURIE ROZA
Notary Public - Arizona
Maricopa County
Commission # 578377
My Comm. Expires Mar 31, 2024

Exhibit A
Slope Easement Property

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"
APN 503-69-010D
EASEMENT AREA
CITY OF SURPRISE, ARIZONA

A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35832 2003, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BRASS CAP IN HANDHOLE STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 36770, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°46'48"E A DISTANCE OF 5255.54 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 4, S00°07'05"E A DISTANCE OF 2645.63 FEET TO THE NORTHWEST CORNER OF SECTION 9;

THENCE, CONTINUING ALONG THE WEST LINE OF SAID SECTION 9, S00°06'42"E A DISTANCE OF 2645.56 FEET TO THE WEST QUARTER CORNER OF SECTION 9;

THENCE, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 9, S89°51'16"W A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE, LEAVING THE WEST-EAST MID-SECTION LINE OF SAID SECTION 9, N00°06'42"W A DISTANCE OF 453.92 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY OF THE MWD 139' BEARDSLEY CANAL R/W;

THENCE, ALONG THE SOUTH LINE OF SAID SOUTHERLY R/W LINE, N73°30'56"E A DISTANCE OF 123.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 17.52 FEET, WITH A RADIUS OF 560.59 FEET AND A CENTRAL ANGLE OF 01°47'25";

THENCE, LEAVING SAID SOUTHERLY R/W LINE, S49°42'01"W A DISTANCE OF 107.34 FEET;

THENCE, S07°10'10"W A DISTANCE OF 220.93 FEET;

THENCE, S00°06'42"E A DISTANCE OF 205.00 FEET TO A POINT ON THE EAST-WEST MID SECTION LINE OF SAID SECTION 9;

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

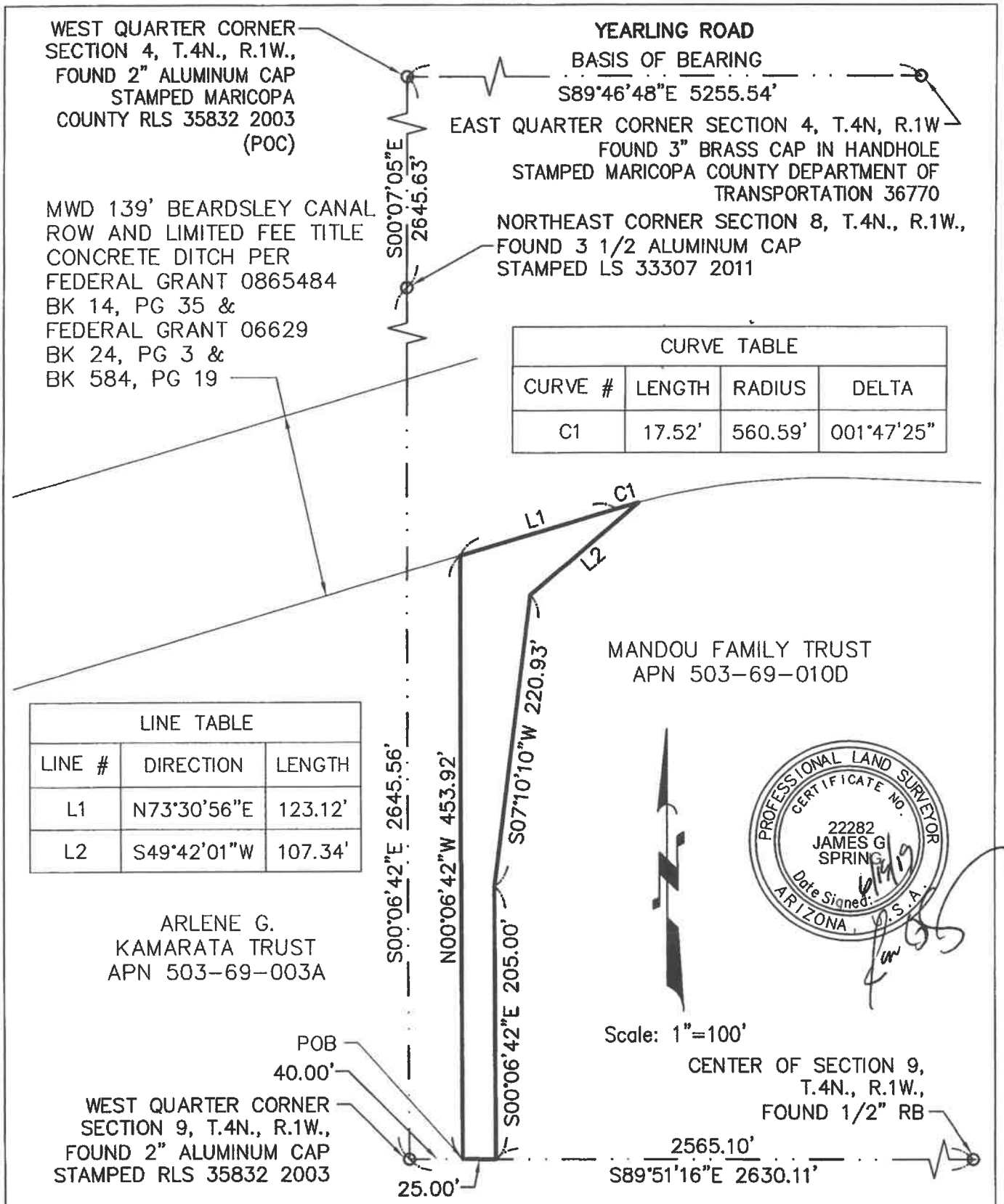
THENCE, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 9, N89°51'16"W A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 17,543 SQUARE FEET OR 0.403 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
JUNE 19RD, 2019





ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

JOB #09001944 -SHEET 3 OF 3 06-19-2019

MANDOU FAMILY TRUST
APN 503-69-010D
CITY OF SURPRISE, ARIZONA

k:\09001944\dwg\survey\exhibits\147th ave tce-slope esmt\09001944 147th ave tc-slope esmt 503-69-010d.dwg SAVE

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 31, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **Mandou dedication Right of Way Valuation**

The Value of the Right of Way associated with the Mandou dedication is $88,398.00.

The area being dedicated as right-of-way is 17,679.6 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Warranty Deed and Drainage Easement from Brenda and David Yarnell, Judith Giberson, and Anita Lorton for roadway improvements along Happy Valley Road at 163rd Avenues.

Motion:
I move to accept the Warranty Deed and Drainage Easement from Brenda and David Yarnell, Judith Giberson, and Anita Lorton.

Background:
The right of way and easement being dedicated are in association with the road improvements being done by the developer to improve Happy Valley Road to access the Rancho Mercado Development.

Objective Analysis:
The planned improved roadway will need the additional right of way and drainage area on the south side of Happy Valley Road for the completion of the roadway improvement leading into the Rancho Mercado Development.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

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

ATTACHMENTS:

1. Yarnell Warranty Deed-Right of Way
2. Yarnell - Drainage Easement
3. RW value for Yarnell dedication

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

BRENDA YARNELL, a single woman, DAVID YARNELL, a married man as his sole and separate property, JUDITH GIBERSON, a married woman as her sole and separate property and ANITA J. LORTON, a married woman as her sole and separate property ("**Grantors**"),

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

IN WITNESS WHEREOF, the Grantor has caused this Special ~~Warranty~~ Deed to be executed this _____ day of _____, 2020.

GRANTORS:

BRENDA YARNELL

By: Brenda Yarnell

Date: 5/26/2020

DAVID YARNELL

By: David Yarnell

Date: 5/24/2020

JUDITH GIBERSON

By: _____

Date: _____

ANITA J. LORTON

By: Anita J. Lorton

Date: 05/24/2020

STATE OF Illinois)
) ss.
County of Shelby)

The foregoing instrument was acknowledged before me this 31st day of May, 2020, by BRENDA YARNELL and DAVID YARNELL known by me as owners of the subject property.

Stephanie Cosart
Notary Public

My Commission Expires:

11-13-2023

STEPHANIE R L COSART
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 13, 2023

147557731.8

STATE OF _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by JUDITH GIBERSON known by me as owners of the subject property.

Notary Public

My Commission Expires:

STATE OF Illinois)
) SS.
County of Shelby)

The foregoing instrument was acknowledged before me this 31st day of May, 2020, by ANITA J. LORTON known by me as owners of the subject property.

Notary Public Stephanie Cosart

My Commission Expires: 11-13-2023

STEPHANIE R L COSART
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 13, 2023

147928595.6

STATE OF _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by JUDITH GIBERSON known by me as owners of the subject property.

Notary Public

My Commission Expires:

STATE OF Illinois)
) SS.
County of Shelby)

The foregoing instrument was acknowledged before me this 31st day of May, 2020, by ANITA J. LORTON known by me as owners of the subject property.

Notary Public Stephanie Cosart

My Commission Expires: 11-13-2023

STEPHANIE R L COSART
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 13, 2023

GRANTEE: City of Surprise, an Arizona
municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

My commission expires: Notary Public:

_____ _____

Exhibit A

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
HAPPY VALLEY ROAD RIGHT OF WAY
A.P.N. 503-56-001A

A PORTION OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3 1/2 INCH ALUMINUM CAP, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°44'52"E A DISTANCE OF 1850.82 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 7, S89°44'52"E A DISTANCE OF 538.23 FEET;

THENCE, LEAVING SAID NORTH LINE OF SAID SECTION 7, S00°03'14"E A DISTANCE OF 49.41 FEET TO THE **POINT OF BEGINNING**;

THENCE, S00°03'14"E A DISTANCE OF 136.14 FEET;

THENCE, S87°23'26"W A DISTANCE OF 272.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 153.24 FEET, WITH A RADIUS OF 3,068.00 FEET AND A CENTRAL ANGLE OF 02°51'42";

THENCE, N89°44'52"W A DISTANCE OF 59.13 FEET;

THENCE, N00°21'03"E A DISTANCE OF 127.98 FEET;

THENCE, N45°18'06"E A DISTANCE OF 11.35 FEET;

THENCE, S89°44'52"E A DISTANCE OF 50.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 146.44 FEET, WITH A RADIUS OF 2,932.00 FEET AND A CENTRAL ANGLE OF 02°51'42";

THENCE, N87°23'26"E A DISTANCE OF 278.68 FEET TO THE **POINT OF BEGINNING**.

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 65,859 SQUARE FEET OR 1.512 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
April 23, 2020



ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
HAPPY VALLEY ROAD VARIABLE WIDTH TRACT
A.P.N. 503-56-001A

A PORTION OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3 1/2 INCH ALUMINUM CAP, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°44'52"E A DISTANCE OF 1850.82 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 7, S89°44'52"E A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID NORTH LINE OF SAID SECTION 7, S89°44'52"E A DISTANCE OF 438.23 FEET;

THENCE, LEAVING SAID NORTH LINE OF SAID SECTION 7, S00°03'14"E A DISTANCE OF 49.41 FEET;

THENCE, S87°23'26"W A DISTANCE OF 278.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 146.44 FEET, WITH A RADIUS OF 2,932.00 FEET AND A CENTRAL ANGLE OF 02°51'42";

THENCE, N89°44'52"W A DISTANCE OF 50.88 FEET;

THENCE, N45°18'06"E A DISTANCE OF 31.11 FEET;

THENCE, S89°44'52"E A DISTANCE OF 15.00 FEET;

THENCE, N00°21'03"E A DISTANCE OF 45.00 FEET TO THE **POINT OF BEGINNING**.

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 26,806 SQUARE FEET OR 0.615 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

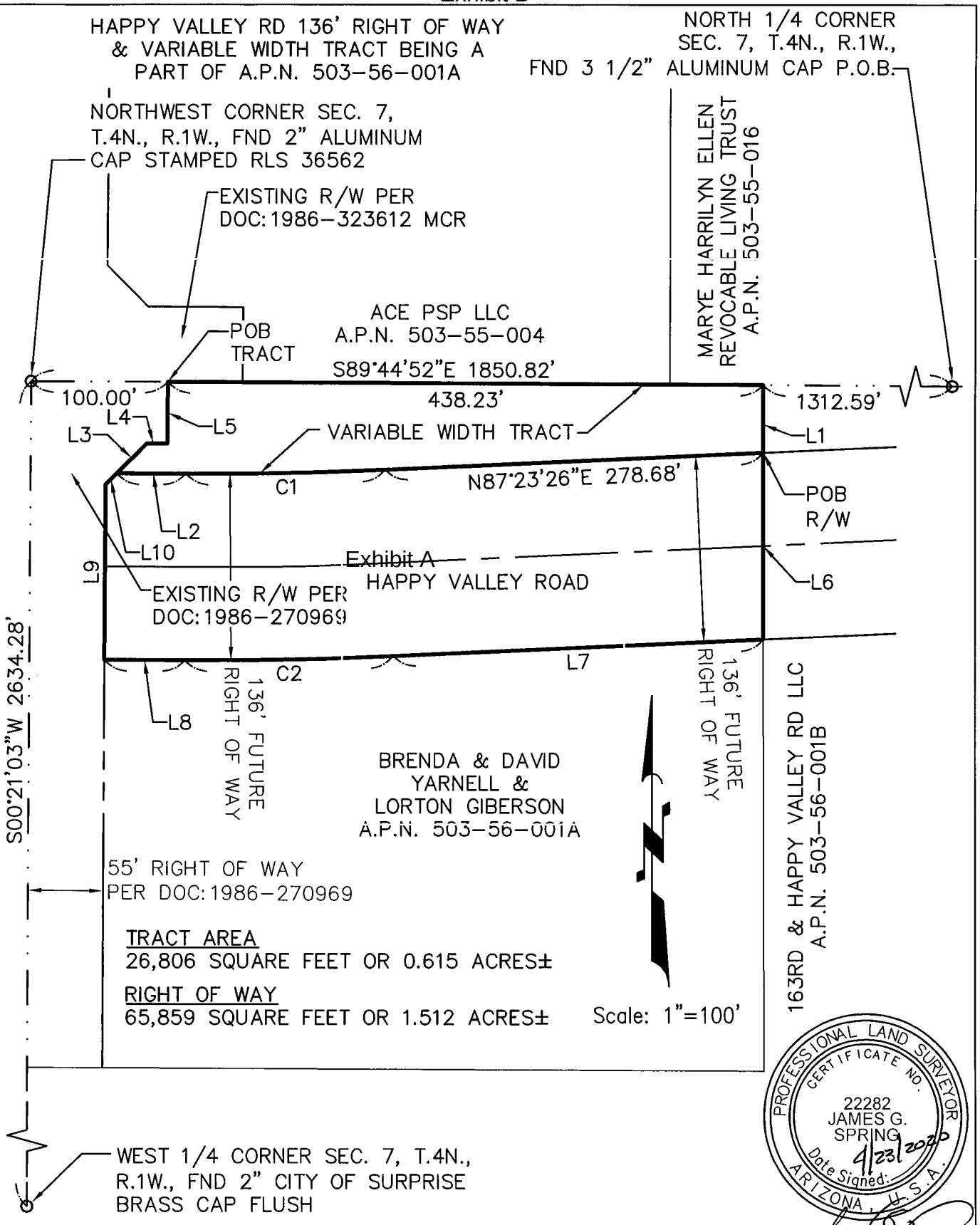
THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.
PREPARED BY:

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
April 23, 2020



Exhibit B

.



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

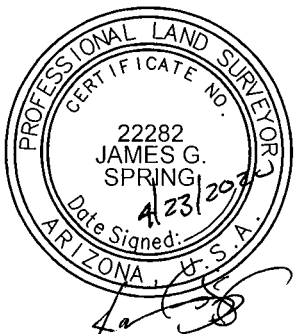
09001944 -Sheet 5 of 6 4-23-2020

RANCHO MERCADO
HAPPY VALLEY RD RIGHT OF WAY EASEMENT
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

k:\09001944\dwg\survey\exhibits\happy valley road west rw\503-56-001a\09001944 happy valley rd west right of way 503-56-001a.dwg SAVE DATE: 7/5/2017 3:54 PM PLOT DATE: 4/23/2020 2:10 PM

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	146.44'	2932.00'	002°51'42"
C2	153.24'	3068.00'	002°51'42"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°03'14"E	49.41'
L2	S89°44'52"E	50.88'
L3	N45°18'06"E	31.11'
L4	S89°44'52"E	15.00'
L5	N00°21'03"E	45.00'
L6	S00°03'14"E	136.14'
L7	S87°23'26"W	272.61'
L8	N89°44'52"W	59.13'
L9	N00°21'03"E	127.98'
L10	N45°18'06"E	11.35'



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

09001944 -Sheet 6 of 6 4-23-2020

RANCHO MERCADO
HAPPY VALLEY RD RIGHT OF WAY EASEMENT
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "**Easement**") is executed as of the ____ day of _____, 2020 by and between **BRENDA YARNELL**, a single woman, **DAVID YARNELL**, a married man as his sole and separate property, **JUDITH GIBERSON,** a married woman as her sole and separate property and **ANITA J. LORTON**, a married woman as her sole and separate property ("**Grantors**" or "**Owners**") and the City of Surprise, an Arizona municipal corporation ("**Grantee**" or "**City**"). Grantor and Grantee may individually be referred to herein as "**Party**" or collectively as "**Parties.**"

RECITALS

A. Grantors are the fee title owner of a parcel of land located in Maricopa County, Arizona described on Exhibit 1 attached hereto (the "**Property**").

B. Grantee desires to acquire from Grantors and Grantors desire to grant to Grantee an exclusive drainage easement over, under and across a portion (the "**Easement Area**") of the Property. The Easement Area is legally described in Exhibit 2 attached hereto and depicted on Exhibit 3 attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

1. Easements. Grantors hereby grant and convey to Grantee, its successors and assigns, an exclusive easement over the Easement Area for drainage purposes, including but not limited to, the installation, construction, improvement, maintenance, repair and utilization of drainage improvements for all drainage purposes). Grantors shall not erect or construct or permit to be erected or constructed any structure or improvement within the Easement Area that unreasonably interferes with the Easement and drainage purposes set forth herein, provided, however, Grantors shall have the right to make use of the Easement Area to the extent said use(s) are not inconsistent with and do not unreasonably interfere with Grantee's use of the Easement granted herein.

2. Maintenance/Future Development/Relocation. The Parties understand that this Easement, and the City's obligation to maintain the Easement Area, shall remain in place only until

such time as development occurs on at least one of the properties and/or lots impacted, benefited, or associated with the Easement. Until such development, Grantee shall maintain the Easement Area. At the time of the City's issuance of any development approval or permit, the obligation and responsibility for maintenance of the Easement Area shall automatically revert to the owner of the Property. The City and Owner will document this transfer of maintenance responsibility via an assignment, referencing this Drainage Easement, which shall then be recorded with the Maricopa County Recorder. The Parties may assign maintenance responsibility to an existing homeowner's association currently servicing the Property, and maintenance thereafter shall become the responsibility of such homeowner's association). The Easement Area may be redefined only with the prior approval of Grantee (granted in its sole discretion) in connection with Grantee's granting approvals with respect to the development of the Property. Any redefined Easement Area shall account for, handle, and otherwise address all drainage issues, both on site and off site, associated with developing the Property including channelization, conveyance, detention, and retention.

3. Restoration of Property. Grantee, its successors or assigns, or any other person or entity specifically permitted by Grantee to enter upon, perform any work within, or otherwise use the Easement Area pursuant to the rights granted pursuant to this Easement. shall (a) promptly repair and restore any damage to the landscaping or other improvements placed upon the Easement Area by Grantors that do not unreasonably interfere with Grantee's rights herein and resulting from Grantee's entry, work or use. In no event shall there be any obligation to repair or restore any damage to landscaping or any other improvement (or salvage any landscaping or any other improvement) which impairs the authorized use of the Easement Area by Grantee, its successors and assigns.; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantors harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither Grantee nor any person or entity shall be obligated to indemnify or hold Grantors harmless from any claims, judgments, loss, cost or expense arising out of Grantors' negligence, grossly negligent act, or willful misconduct.

4. Not a Public Dedication. Other than the grant of the Easement for drainage purposes as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

5. Miscellaneous. The Recitals are incorporated herein. The Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantors or Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTORS:

BRENDA YARNELL

Brenda Yarnell

Date: 6-8-2020

DAVID YARNELL

_____

Date: _____

JUDITH GIBERSON

_____

Date: _____

ANITA J. LORTON

_____

Date: _____

STATE OF Illinois)
) ss.
County of Sangamon)

The foregoing instrument was acknowledged before me this 8th day of June, 2020, by BRENDA YARNELL known by me as owners of the subject property.

Lori Langan
Notary Public

My Commission Expires:

12/16/2021

LORI LANGAN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 16, 2021

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTORS:

BRENDA YARNELL

_____

Date: _____

DAVID YARNELL

David Yarnell

Date: 6/9/20

JUDITH GIBERSON

_____

Date: _____

ANITA J. LORTON

_____

Date: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by BRENDA YARNELL known by me as owners of the subject property.

_____
Notary Public

My Commission Expires:

_____

STATE OF Illinois)
) ss.
County of Shelby)

The foregoing instrument was acknowledged before me this 9th day of June, 2020, by DAVID YARNELL known by me as owners of the subject property.

Stephanie Cosart
Notary Public

My Commission Expires:
11-13-2023

STEPHANIE R L COSART
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 13, 2023

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by JUDITH GIBERSON known by me as owners of the subject property.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by ANITA J. LORTON known by me as owners of the subject property.

_____
Notary Public

My Commission Expires:

_____

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTORS:

BRENDA YARNELL

_____

Date: _____

DAVID YARNELL

_____

Date: _____

JUDITH GIBERSON

Judith Giberson

Date: 6/8/2020

ANITA J. LORTON

_____

Date: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by BRENDA YARNELL known by me as owners of the subject property.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by DAVID YARNELL known by me as owners of the subject property.

_____
Notary Public

My Commission Expires:

_____

STATE OF South Dakota)
) ss.
County of Custer)

The foregoing instrument was acknowledged before me this 8 day of June, 2020, by JUDITH GIBERSON known by me as owners of the subject property.

Lavina Sharp
Notary Public

My Commission Expires:

8-26-21

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by ANITA J. LORTON known by me as owners of the subject property.

_____
Notary Public

My Commission Expires:

_____

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTORS:

BRENDA YARNELL

_____

Date: _____

DAVID YARNELL

_____

Date: _____

JUDITH GIBERSON

_____

Date: _____

ANITA J. LORTON

Anita J. Lorton

Date: 06-07-2020

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by BRENDA YARNELL known by me as owners of the subject property.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by DAVID YARNELL known by me as owners of the subject property.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by JUDITH GIBERSON known by me as owners of the subject property.

_____
Notary Public

My Commission Expires:

_____

STATE OF Illinois)
) ss.
County of Shelby)

The foregoing instrument was acknowledged before me this 7th day of June, 2020, by ANITA J. LORTON known by me as owners of the subject property.

Stephanie Cosart
Notary Public

My Commission Expires:

11-13-2023

STEPHANIE R L COSART
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 13, 2023

GRANTEE:

City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

_____
Sherry Aguilar, City Clerk

My Commission Expires:

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this___ day of _____, 2020, by SKIP HALL, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit 1

Legal Description of the Property

THE NORTH 500 FEET OF LOT 1, SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED ONE-HALF OF 1/8TH OF ALL OIL AND GAS, AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 18 OF AGREEMENTS, PAGE 96, RECORDS OF MARICOPA COUNTY, ARIZONA.

Exhibit 2

Legal Description of the Easement Area

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-56-001A
DRAINAGE EASEMENT

A PORTION OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3 1/2 INCH ALUMINUM CAP ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°44'52"E A DISTANCE OF 1850.82 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 7, S89°44'52"E A DISTANCE OF 320.69 FEET;

THENCE, LEAVING THE NORTH LINE OF SAID SECTION 7, S00°15'08"W A DISTANCE OF 196.47 FEET TO THE **POINT OF BEGINNING**;

THENCE, S12°26'33"E A DISTANCE OF 14.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 216.44 FEET, WITH A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 35°25'54";

THENCE, S47°52'27"E A DISTANCE OF 146.48 FEET;

THENCE, S00°03'14"E A DISTANCE OF 7.50 FEET;

THENCE, N89°44'52"W A DISTANCE OF 141.49 FEET;

THENCE, N47°52'27"W A DISTANCE OF 46.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 278.28 FEET, WITH A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 35°25'54";

THENCE, N12°26'33"W A DISTANCE OF 32.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 47.76 FEET, WITH A RADIUS OF 3,068.00 FEET AND THE RADIAL BEARING OF N01°43'03"W AND A CENTRAL ANGLE OF 00°53'31";

THENCE, N87°23'26"E A DISTANCE OF 53.80 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 37,263 SQUARE FEET OR 0.855 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
April 23, 2020

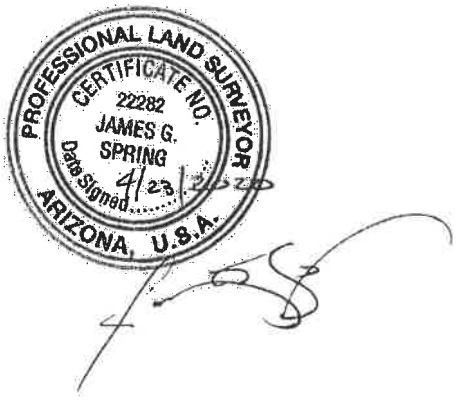
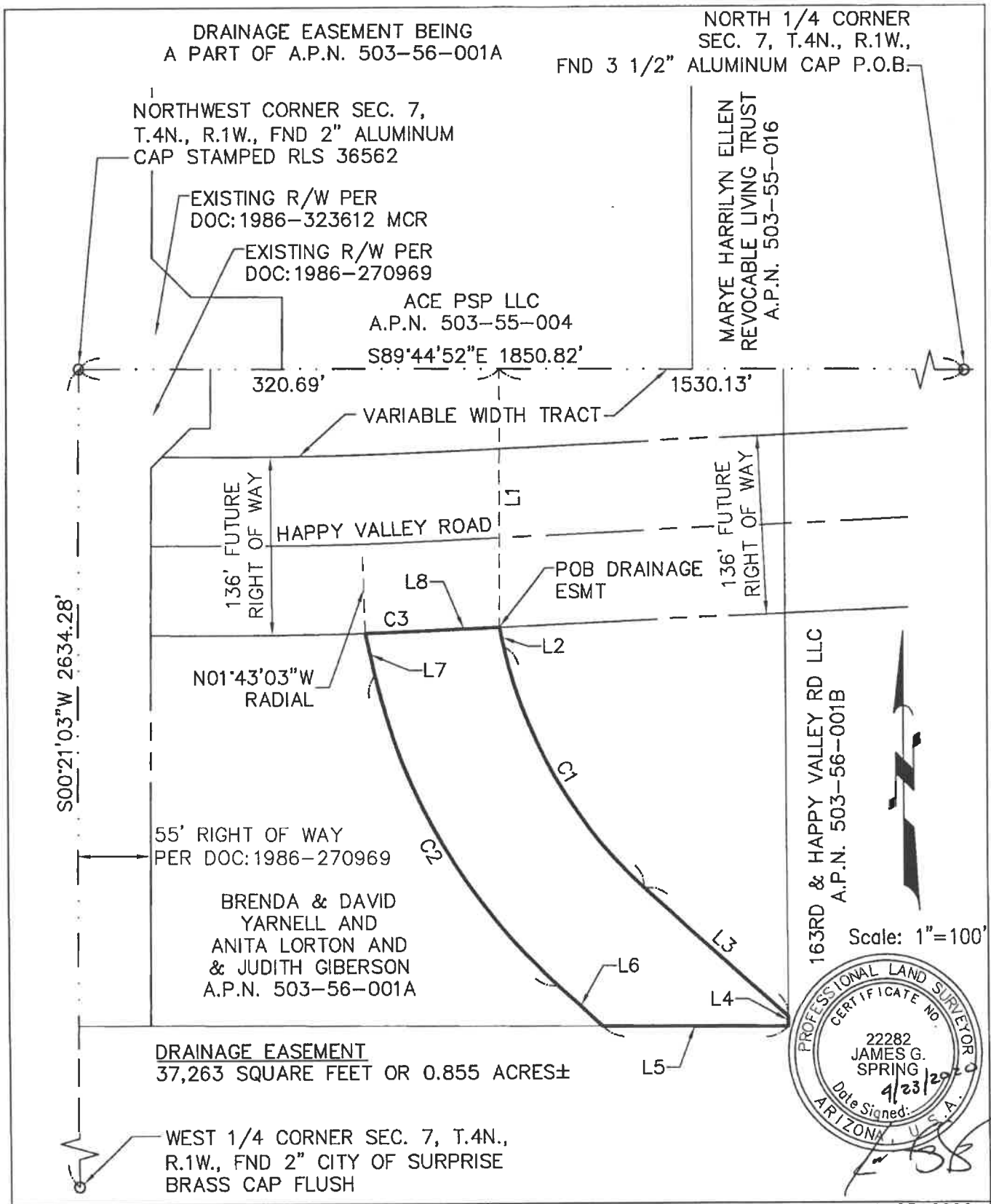


Exhibit 3

Depiction of the Easement Area



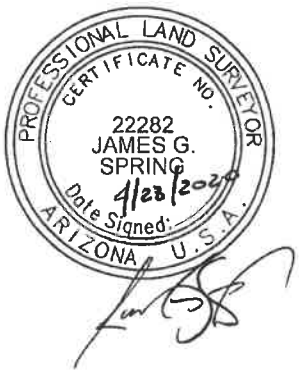
ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

09001944 -Sheet 3 of 4 4-23-2020
RANCHO MERCADO
HAPPY VALLEY RD DRAINAGE EASEMENT
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

k:\09001944\dwg\survey\exhibits\happy valley road west drainage esmt\503-56-001a\09001944 happy valley rd west drainage 503-56-001a.dwg SAVE DATE: 5/9/2019 12:07 PM PLOT DATE: 4/23/2020 1:28 PM

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°15'08"W	196.47'
L2	S12°26'33"E	14.92'
L3	S47°52'27"E	146.48'
L4	S00°03'14"E	7.50'
L5	N89°44'52"W	141.49'
L6	N47°52'27"W	46.16'
L7	N12°26'33"W	32.63'
L8	N87°23'26"E	53.80'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	216.44'	350.00'	035°25'54"
C2	278.28'	450.00'	035°25'54"
C3	47.76'	3068.00'	000°53'31"



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

09001944 –Sheet 4 of 4 4-23-2020

RANCHO MERCADO
HAPPY VALLEY RD RIGHT OF WAY EASEMENT
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

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SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 28, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **Yarnell dedication Right of Way Valuation**

The Value of the Right of Way associated with the Yarnell dedication is $329,295.00.

The area being dedicated as right-of-way is 65,859 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
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 acceptance of a Quit Claim Deed for Tract B from the Ashton Ranch Community Home Owners Association.

Motion:
I move to accept a Quit Claim Deed for Tract B from Ashton Ranch Community Home Owners Association.

Background:
In 1999, the Final Plat of Ashton Ranch Unit II called out Tract B for a well site. Until this time, the tract has been set aside for additional drainage if needed to benefit the community. The Tract has also been maintained by the HOA. The HOA is ready to turn Tract B over to the City for the wellsite that the plat initially intended the tract to be. The City is ready to accept the tract.

Objective Analysis:
Acceptance of the Quit Claim Deed for Tract B-Well Site within the Ashton Ranch Unit II community will allow the City to plan for additional water service to this community when it is determined it is needed.

Policy Compliant:
Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:
This item does not have a direct financial impact, however While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M as part of the annual budget process.

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

ATTACHMENTS:
1. 501 17 704 Ashton HOA
2. Value for Ashton Ranch lot B

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

ASHTON RANCH COMMUNITY HOMEOWNERS ASSOCIATION INC. ("Grantors")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A.

Dated this 15 day of May, 2020.

GRANTOR:

By: R. Bowles AK Its President

STATE OF Arizona)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 15 day of May, 2020, by R. Bowles.

My Commission Expires:

Gerrick S Garrett
NOTARY PUBLIC

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
GERRICK S GARRETT
My Commission Expires May 22, 2022

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

Attest:

_____
Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Skip Hall, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

PARCEL: 501-17-704

EXHIBIT "A"

DESCRIPTION

APN 501-17-704

Tract "B" of Ashton Ranch Unit II as recorded in Book 494 Page 14, records of Maricopa County, Arizona, situated in Section 8, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

End of description



SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 21, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **Valuation for Ashton Ranch Well Site Lot B**

The Value of the land associated with the Ashton Ranch Well Site Lot B is $45,567.00.

The area being dedicated is 13,094 square feet. The value of the land is $3.48/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations: None

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to the approval of an amendment to the Intergovernmental Agreement with Maricopa County for Workforce Development Services; Resolution # 2020-86.

Motion:
I move to approve Resolution # 2020-86.

Background:
In 2018, the city entered into an IGA with the County for Workforce Development Services to be offered out of the Surprise Resource Center. Workforce Development services are critical to the City's economic health, and a strategic investment and partnership with Arizona@Work Maricopa County will enhance employment services for Surprise businesses and career seekers. This amended IGA allows for the addition of a full-time County Career Advisor to serve our residents.

Objective Analysis:
This action allows Workforce Development Services to expand at the Surprise Resource Center by adding a Maricopa County Career Advisor.

Policy Compliant:
This action is compliant with City and Council policies.

Financial Impact:
There is no financial impact to this amendment.

Budget Impact:
There is no budget impact to this amendment.

FTE Impact:
This item does not impact the overall full-time equivalent count.

ATTACHMENTS:
1. RES 2020-86 IGA Amend 1 WF Dev

RESOLUTION # 2020-86

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT SERVICES.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.,* the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

WHEREAS, the City and County ("Parties") previously entered into an IGA to facilitate the integration of the County's workforce development system in the Surprise Resource Center, which was fully executed on or about July 1, 2020 expiring June 30, 2023;

WHEREAS, the parties desire to enter into Amendment No. 1 to delete subsection 2.3 in its entirety and replace with the following:

2.3 The County shall assign the following staff to be located at the location listed in subparagraph 2.2 for 40 hours per week: 2.3.1 County Workforce Development Coordinator; and County Career Advisor.

WHEREAS, the Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as executed by the Parties.

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

Section 1. The Intergovernmental Agreement Amendment No. 1 between the City of Surprise and the Maricopa County, attached as *Exhibit A*, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES TO FOLLOW ON NEXT PAGE

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT AMENDMENT NO 1 BETWEEN
THE CITY OF SURPRISE AND *MARICOPA COUNTY*

AMENDMENT NO. 1
TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

I. Maricopa County ("County") administered by its Human Services Department, entered into a financial Intergovernmental Agreement ("Agreement") with the City of Surprise ("City"), which was fully executed on or about July 1, 2020. The purpose of the Agreement is to integrate the County's workforce development system into the City's social services network. The term of the Agreement is July 1, 2020, through June 30, 2023. The County and the City collectively are referred to here as the "Parties."

II. The Parties now agree to amend the Agreement by this Amendment No. 1 as follows:

A. Delete subsection 2.3 in its entirety and replace with the following:

2.3 The County shall assign the following staff to be located at the location listed in subparagraph 2.2 for 40 hours per week:
2.3.1 County Workforce Development Coordinator; and
2.3.2 County Career Advisor.

III. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as executed by the Parties.

IV. The Parties have authorized the undersigned to execute this Amendment No. 1, and it shall be effective upon approval and signature by both Parties.

V. This Amendment No. 1 is subject to and incorporates the provisions of A.R.S. § 38-511.

[Signatures on following page]

IN WITNESS, the Parties have approved and signed this Amendment No.1:

FOR AND ON BEHALF OF CITY OF SURPRISE:

Mayor Date

Attested to:

Clerk for the City Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF TOLLESON UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Attorney for the City Date

FOR AND ON BEHALF OF MARICOPA COUNTY:

Chairman, Board of Supervisors Date

Attested to:

Fran McCarroll, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: Economic Development
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:
Consideration and approval of Amendment Number 1 to Lease Agreement with Option with Ottawa University for acquisition of Communiversity; Resolution #2020-101.

Motion:
I move to approve Resolution #2020-101.

Background:
Ottawa University entered into a ground lease in 2018 on approximately 14 acres of city-owned real estate property. The ground lease agreement provides for a ground lease option on approximately 23 acres, including +/- 1 acre of the Communiversity Parcel. The education building (Communiversity) is owned by the Maricopa County Community College District and is in the process of being purchased by Ottawa University. Ottawa University informed the City of Surprise of its intent to exercise its ground lease option with the city.

Objective Analysis:
The exercising of the ground lease option for the Communiversity Parcel has come after Ottawa University completed development of three buildings (O'Dell Center, student housing, university union) on the 14 acre parcel. The proposed change in building ownership from the Maricopa County Community College District to Ottawa University furthers Ottawa University's investment in the City of Surprise.

Policy Compliant:
The ground lease option was approved by the City Council as part of the 2018 ground lease agreement and is consistent with the City Council Strategic Plan for Education.

Financial Impact:
The +/- 1 acre will be added to the existing ground lease of +/- 14 acres with an annual market-rate rent payment that is adjusted annually by a Consumer Price Index. The proposed purchase of the education building (Communiversity) will relieve the city of any future purchase obligations with the community college district.

Budget Impact:

The city will receive an increase in ground lease rent from the additional +/- 1 acre.

FTE Impact:

None.

ATTACHMENTS:

1. 20.07.21 EVR Ground Lease Amend 1
2. 20.08.06 EVR Resolution 2020-101

AMENDMENT NUMBER 1 TO

LEASE AGREEMENT WITH OPTION

This Amendment Number 1 (this "Amendment") is dated _____, 2020 and is to that certain Lease Agreement With Option dated March 20, 2018 (the "Lease") by and between the City of Surprise, an Arizona municipal corporation, as landlord (the "City"), and Ottawa University, a Kansas non-profit corporation ("OU"). The City and OU are jointly referred to herein as the "Parties" and may be singularly referred to herein as a "Party".

RECITALS

A. The Parties are the sole parties to the Lease.

B. OU has delivered to the City the Communiversity Parcel Option Exercise Notice as defined in Section 5.3.4 of the Lease (the "Notice").

C. As a result of such Notice and the consummation of OU's acquisition of the Communiversity Parcel as defined in Recital D of the Lease, the Parties desire to amend the Lease as set forth herein.

AGREEMENTS

1. Accuracy of Recitals. The foregoing Recitals are true and correct and are adopted herein as agreements.

2. Lease Status. As of the date hereof, the Parties acknowledge and agree that the Lease is in full force and effect, that neither Party is in default of any material term or provision thereof, and that OU's acquisition of the Communiversity Building (as defined in Recital D of the Lease) is not a violation of any of the provisions of the Lease.

3. Addition to *Premises*. Effective as of the Communiversity Parcel Premises Date as defined in Section 5.3.4 of the Lease, the Communiversity Parcel shall be included in the defined word *Premises* in the Lease for all purposes.

4. Modification of Notice Address. Effective immediately, the notice copy address for OU is changed to read:

Gammage & Burnham
Patricia E. Nolan
40 North Central Avenue, 20th Floor
Phoenix, Arizona 85004

///

5. Defined Words or Phrases. Any word or phrase used but not defined herein shall have the meaning ascribed to such word or phrase in the Lease.

6. Ratification. Except as expressly modified hereby all terms and provisions of the Lease are hereby ratified and affirmed.

<<Signatures and notaries on following pages>>

SIGNATURE PAGE TO AMENDMENT NUMBER 1 TO LEASE AGREEMENT WITH OPTION

LANDLORD: THE CITY OF SURPRISE, ARIZONA
By:

_____
Name: Skip Hall
Title: Mayor

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this ___ day of _____, 2020, by Skip Hall, who identified himself as acting in his capacity as the Mayor of the City of Surprise, Arizona.

_____
Notary Public

*****

TENANT: OTTAWA UNIVERSITY,
A KANSAS NOT-FOR-PROFIT CORPORATION

By: _____
Name:
Title:

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this ___ day of _____, 2020, by _____, who identified himself as acting in his capacity as _____ of Ottawa University, a Kansas not-for-profit corporation.

_____
Notary Public

RESOLUTION # 2020-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AMENDMENT NUMBER 1 TO LEASE AGREEMENT WITH OPTION BETWEEN THE CITY OF SURPRISE AND OTTAWA UNIVERISTY, A KANSAS NOT-FOR-PROFIT CORPORATION

WHEREAS, in March 2018, the City approved a Lease Agreement with Option with Ottawa University for approximately 14 acres of city-owned property located adjacent to City Hall that includes the Communiversity;

WHEREAS, the leased property totaled +/- 14 acres and the option parcels totaled +/- 23 acres;

WHEREAS, +/- 1 acre of the option parcels is the Communiversity Parcel;

WHEREAS, pursuant to Section 5.3 of the Lease Agreement with Option, Ottawa University provided notice to the City of its intent to add the Communiversity Parcel to the leased property subject to the Lease Agreement with Option;

WHEREAS, the Community Parcel will be added to the leased property subject to the Lease Agreement with Option with an annual market-rate rent payment that is adjusted annually by a Consumer Price Index.

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

Section 1. The Amendment Number 1 to the Lease Agreement with Option between the City of Surprise and Ottawa University, a Kansas not-for-profit corporation, attached hereto as Exhibit "A," is hereby approved.

Section 2. The Mayor is hereby directed to execute the Amendment on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

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” – Amendment Number 1 to Lease Agreement with Option

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Shirley Phan
Submitting Department: Community Development District: District 4
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval a rezone from Regional Commercial (CR) to Public Facility (PF) with a Planned Unit Development (PUD) Overlay to allow for a new Public Safety Facility on Lot 7G of the Resubdivision of Sun City West Commerce Park Final Plat generally located north of Westgate Drive and west of 134th Drive; Ordinance #2020-21.

Motion:
I move to approve Ordinance #2020-21.

Background:
On December 4, 2019, City of Surprise submitted a request for a Rezone and Site Plan to allow for a new Public Safety Facility on Lot 7G of the Resubdivision of Sun City West Commerce Park Final Plat generally located north of Westgate Drive and west of 134th Drive, case FS19-844.

Objective Analysis:
This Zone Change Regional Commercial (CR) to Public Facility (PF) with a Planned Unit Development (PUD) Overlay to allow for a new Public Safety Facility to expand on the existing property.

Policy Compliant:
This proposed Rezone is consistent with the Surprise General Plan 2035 and the Surprise Municipal Code.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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-FS19-844-Public Safety Evidence and Readiness Center- CC Rezone Staff Report
2. 01-FS19-844-Public Safety Evidence and Readiness Center- RZ- Vicinity Map Revised
3. 02-FS19-844-Public Safety Evidence and Readiness Center-RZ - Rezone Document Revised
4. 03-FS19-844- Public Safety Evidence and Readiness Center- RZ- citizen particaption report Revised
5. Ord 2020-21 Rezone Public Safety Evidence Facility-final
6. FS19-844- Public Safety Evidence Facility- CC Rezone

SURPRISE
ARIZONA

Zone Change

REPORT TO THE CITY COUNCIL

Case:	**FS19-844**
Project Name:	Public Safety Evidence and Readiness Center
Council District:	4- Mulberry
City Council Date:	**August 18, 2020**
Planner:	Shirley Phan

Owner:	Jeff Martin, City of Surprise
Request:	Zone Change from Regional Commercial (CR) to Public Facility (PF) with a Planned Unit Development (PUD) Overlay
Site Location:	Generally, north of Westgate Drive and west of 134th Drive
Site Size:	4.54 acres net (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035.
Support/Opposition:	A citizen outreach meeting was held on May 20, 2020, and a Resident from the surrounding area attended the meeting via WebEx to show their support for this project.
Commission Recommendation:	On July 16, 2020 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS19-844, subject to stipulation 'A'.

Project Description:

Jeffery Martin with City of Surprise, requests a Zone Change from Regional Commercial (CR) to Public Facility (PF) with a PUD Overlay to allow for a new Public Facility, to be located on a 4.54 acre (approx.) property located generally north of Westgate Drive and west of 134th Drive, in the Foxfire area.

Citizen Outreach:

The applicant held a Citizen Review Meeting on May 20, 2020. Due to COVID-19 the meeting was held via WebEx Meeting. Residents from the vicinity were notified to attend and to ask questions about the project and voice their concerns. One resident attended the meeting in support of the project.

Background:

May 23, 1996: The subject parcel was annexed into the City under Ordinance 96-08.

June 12, 2000: The Mayor and City Council approved the Final Plat for Resubdivision of Sun City West-Commerce Park under the recordation number of 536-27.

March 21, 2017: The Mayor and City Council approved the Minor General Plan Amendment for FoxFire Commerce Park under FS16-345.

October 10, 2019: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR19-680.

December 4, 2019: The applicant filed a request for a Rezone and Site Plan under case FS19-844, the subject request.

May 20, 2020: The applicant held a neighborhood outreach meeting via WebEx to discuss the project.

July 16, 2020: The Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS19-844, subject to stipulation 'A'.

Analysis and Discussion:

The subject property is 4.54 acres (approx.) which is an existing public works facility located north of Westgate Drive and west of 134th Drive. The current zoning of the subject property is Regional Commercial (CR). The proposed zone change will allow a new public facility to expand on the existing property.

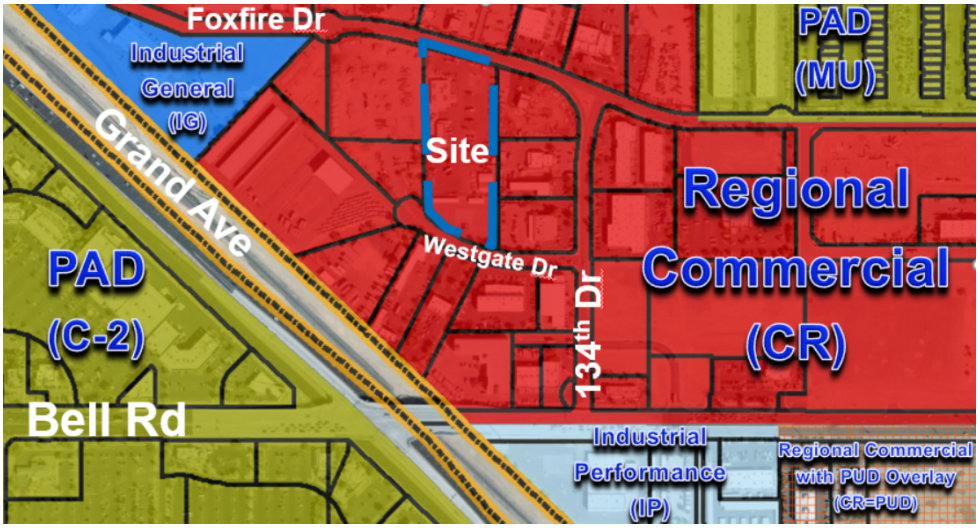
The proposed Zone Change includes a PUD Overlay for the purpose of amending certain development standards in support of site development. SUDC Section 122-64(c) states that dimensional requirements are to be comparable to the zoning of the surrounding area. Since the surrounding area is zoned CR, those development standards would normally apply; however, in order to ensure the site may be developed in a manner that best meets the needs of the City, the City requests that some of these development standards be relaxed. The following table expresses the proposed development standards for the site.

DIMENSIONAL STANDARDS								
Zoning District	Min. Lot Area	Min. Lot Width	Min. Front Setback	Min. Side Setback	Min. Rear Setback	Max. Building Height	Landscape Setback	Landscape (Collector)
CR	18,000 SF	100’	35’	24’	24’	35’	10’	25’
PF-PUD	18,000 SF	100’	35’	**0’**	**0’**	25’	**0’**	**0’**

Utility and Services Table:

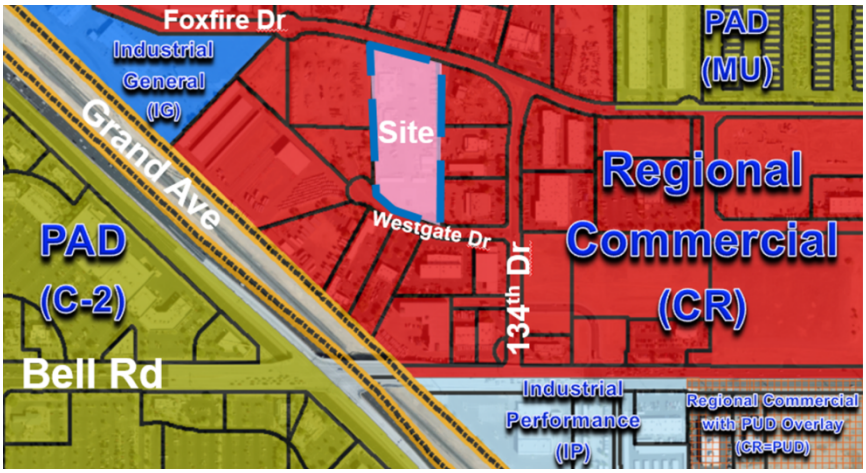
Water:	EPCOR
Wastewater:	City of Surprise
Schools:	Dysart U.S.D.

Existing Zoning:



Regional Commercial (CR)	Regional Commercial (CR)	Regional Commercial (CR)
Regional Commercial (CR)	**Regional Commercial (CR)**	Regional Commercial (CR)
Regional Commercial (CR)	Regional Commercial (CR)	Regional Commercial (CR)

Proposed Zoning:



Regional Commercial (CR)	Regional Commercial (CR)	Regional Commercial (CR)
Regional Commercial (CR)	**Public Facility (PF-PUD)**	Regional Commercial (CR)
Regional Commercial (CR)	Regional Commercial (CR)	Regional Commercial (CR)

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Commerce & Office Character Area, which supports regional commercial and commercial office use, provided appropriate transitions are made between the various commercial types included within the character area. As such the proposed zoning most closely align with the Regional Commercial type and is consistent with the General Plan.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Arizona Department of Transportation, Flood Control District of Maricopa County, Maricopa Water District, and Luke AFB were included in the routing of this request. None of the external reviewing agencies indicated any concerns over the request.

Summary:

The proposed Rezone meets the requirements of the SUDC and General Plan.

Findings:

- The proposed Rezone is consistent with the SUDC.
- The proposed PUD Overlay will increase the City's ability to fully utilize the site.
- The proposed Rezone will allow the City of Surprise to establish a much needed facility in support of City residents.
- There is no known opposition to the request.

Commission Recommendation:

On July 16, 2020 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of Zone Change case FS19-844, subject to the following stipulation:

A. Development and use of the site shall be consistent with the Rezone Document entitled "The City of Surprise Public Safety Evidence and Readiness Center Rezone" prepared by The City of Surprise Community Development Department, dated revised and stamped received March 30, 2020.

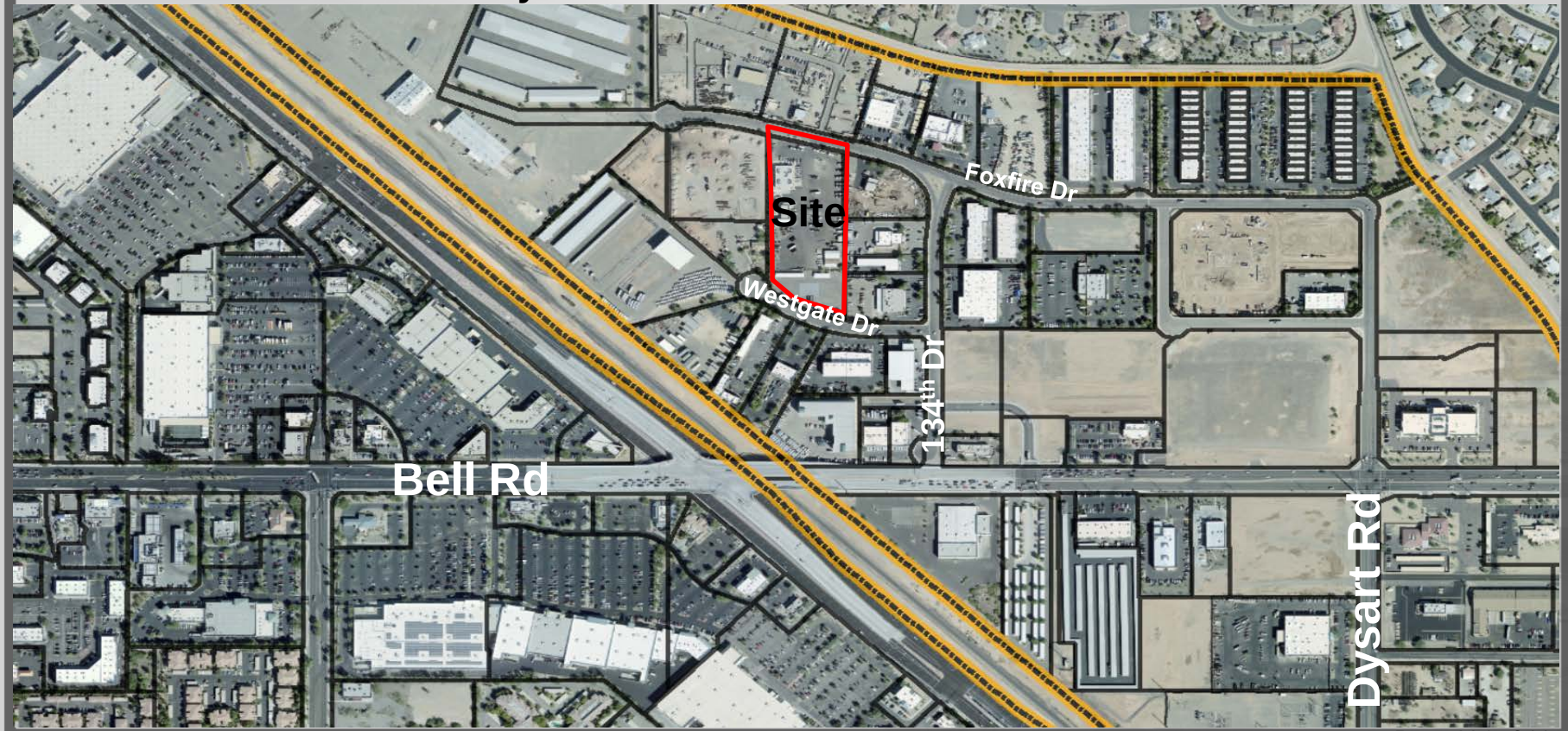
However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 Rezone document
03 Citizen Participation Report
04 Adopting Ordinance

Vicinity MAP

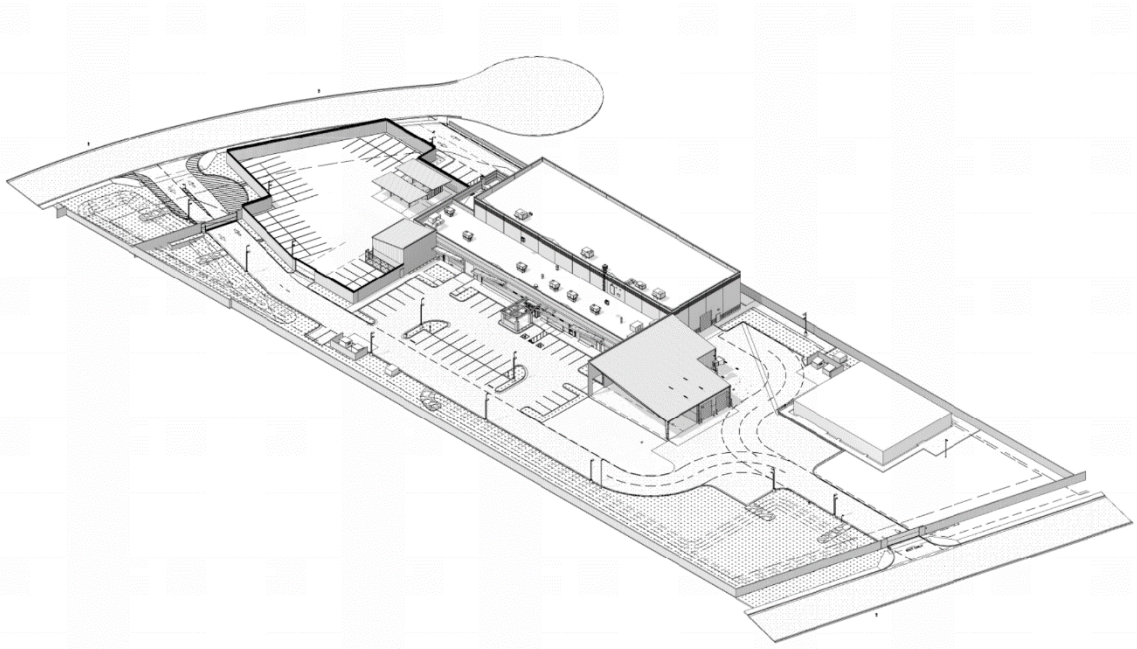
Public Safety Evidence and Readiness Center FS19-844



Recieved
3-30-2020

The City of Surprise Public Safety Evidence and Readiness Center Rezone

FS19-844



Prepared By:

City of Surprise Community Development Department

16000 North Civic Center Plaza

Surprise, Arizona 85374-7470

623-222-3000

December 2019

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Legal Description 9

Narrative

The City of Surprise Public Safety Evidence & Readiness Center will be located on Lot 7G of the Resubdivision of Sun City West-Commerce Park (Case# FPA00-05) as recorded under Book 536, Page 27 MCR., located west of 134th Drive and north of Westgate Drive. The property is approximately 4.54 acres and is currently zoned Regional Commercial (CR). The Assessor Parcel Number is 503-66-024. In addition, a companion Site Plan is also being processed under Case #FS19-844, which is discussed under separate cover.

The purpose of this request is to rezone the subject property from Regional Commercial (CR) to Public Facility with a PUD Overlay (PF-PUD). The proposed Zone Change will allow the Public Safety Evidence & Readiness Center to have flexibility on the building setbacks and landscape setbacks.

The revision of the building and landscape setbacks would allow the Public Safety Evidence & Readiness Center to meet all the regulations with the exception of the development standards outlined below, the use and development of the site will meet the requirements of the PF Zoning District as may be amended from time to time.

The following table compares the existing CR Development Standards with the propose PF-PUD Standards. The proposed modifications will allow flexibility regarding setbacks and landscaping thereby maximizing the utility of the site.

Commercial District Dimensional Requirements								
Zoning District	Min. Lot Area	Min. Lot Width	Min. Front Yard Setback	Min. Yard Setback Side	Min. Yard Setback Rear	Maximum Building Height	Landscape Requirements	Landscape (Collector) requirement
CR	18,000 sq.ft.	100'	35'	24'	24'	35'	10'	25'
PF	18,000 sq.ft.	100'	35'	**0'**	0'	35'	**0'**	**0'**

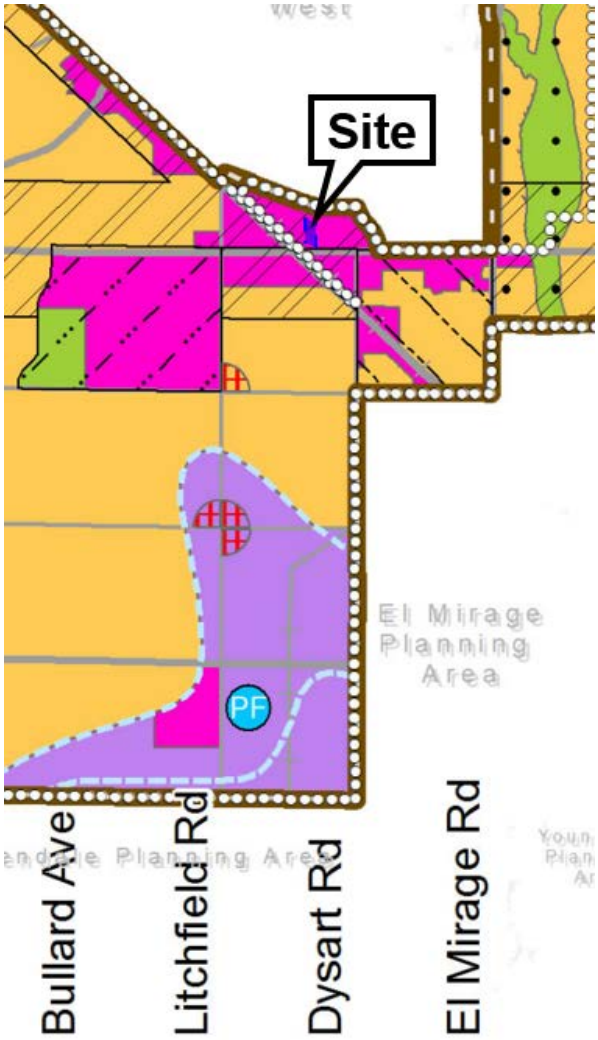
Vicinity Map

Close Location Map

Existing Zoning Map

Proposed Zoning Map

General Plan





Due to their prominent geographic location, relationship to adjacent land uses and/or proximity to regional transportation corridors, some areas within the City allow for and encourage greater flexibility in the application of future land uses. The Commerce & Office Land Use Character Area defines those unique areas within the City that, because of their broad development potential, can comfortably accommodate a variety of land uses. These areas contain the highest intensity of development in the City and are intended to provide opportunities for a mixture of commercial and retail uses, office and employment areas, higher density housing, hospitality developments, government and civic uses, educational and medical campuses, and entertainment choices to encourage a true live, work, play environment.

The subject site lies within the Commerce and Office Character Area as identified in the General Plan. The commerce and Office Character Area is generally intended for Mixed Use, Regional Commercial, and Commercial Office land uses, but will also accommodate Government and Character Uses.

Legal Description

DESCRIPTION

Lot 7G of the Resubdivision of Sun City West-Commerce Park according to Book 536 Page 27, Records of Maricopa County, Arizona.

End of description

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

May 22, 2020

Planning and Zoning
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

RE: Citizen Participation Report

City of Surprise posted the affidavit signs on May 7, 2020 and sent the legal AD to two separate newspapers; Daily News Sun Class and Surprise Independent Class. The planning staff mailed out notification letters to the surrounding property owners that are within 300' away from the proposed property. Due to the health concerns of the Covid-19 the outreach meeting was scheduled through a conference call/video via WebEx which was shown on the mailers and sign posting with instructions to access the online meeting.

The neighborhood outreach meeting was held on Wednesday May 20, 2020 at 6 PM. The meeting was attended by Shirley Phan (Planner), Robert Kuhfuss (Current Planning Supervisor), Lloyd Abrams (Assistant Community Development Director), Jeffery Martin (Engineering Manager), and Patrick Tucker (Southwest Center for Policy and Law). There were no other members of the public that attended the meeting. Patrick Tucker had a questions regarding the setbacks. The answer given to Mr. Tucker's question was that the current side setbacks was 24' in the Regional Commercial (CR) zoning district, so the rezone from CR to Public Facility with a Planned Unit Development (PF-PUD) will allow the side setback to be flexible with the existing building and the new proposed facility with a 0' setback. Mr. Tucker did not have any other concerns with the project and was in favor for the proposed facility. The meeting ended at 6:45PM.

Sincerely,

Shirley Phan
Planner I

ORDINANCE # 2020-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM REGIONAL COMMERCIAL (CR) TO PUBLIC FACILITY (PF) FOR PUBLIC SAFETY EVIDENCE AND READINESS CENTER, LOCATED NORTH OF WESTGATE DRIVE AND WEST OF 134TH DRIVE.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located north of Westgate Drive and west of 134th Drive;

WHEREAS, the subject site is zoned Regional Commercial (CR);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed Rezone to Public Facility (PF), satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on July 16, 2020, the Planning and Zoning Commission recommended approval of *The City of Surprise Public Safety Evidence and Readiness Center*.

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

Section 1. *Rezoning.* The parcel legally described on Exhibit A and depicted on Exhibit B, known as "Public Safety Evidence and Readiness Center" is rezoned from Regional Commercial (CR) to Public Facility (PF) subject to the following stipulations:

A. Development and use of the site shall be consistent with the Rezone Document entitled "The City of Surprise Public Safety Evidence and Readiness Center Rezone" prepared by The City of Surprise Community Development Department, dated revised and stamped received March 30, 2020.

B. Non-compliance with the approved plan for this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this_____day of _____2020.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

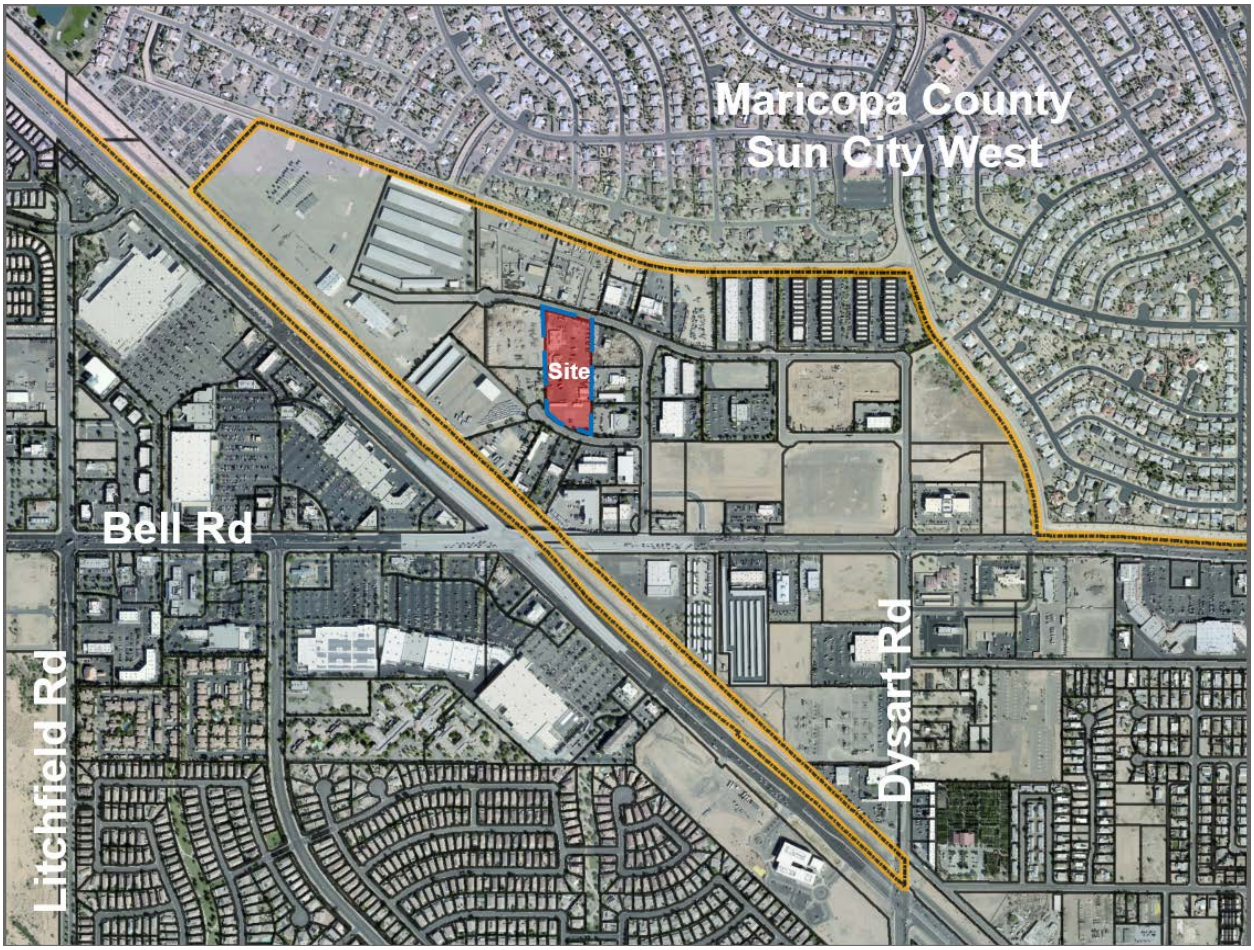
EXHIBIT A

DESCRIPTION

Lot 7G of the Resubdivision of Sun City West-Commerce Park according to Book 536 Page 27, Records of Maricopa County, Arizona.

End of description

EXHIBIT B



Ordinance No. 2020-21
RFLS #7317
Rev 06/20

SURPRISE
ARIZONA

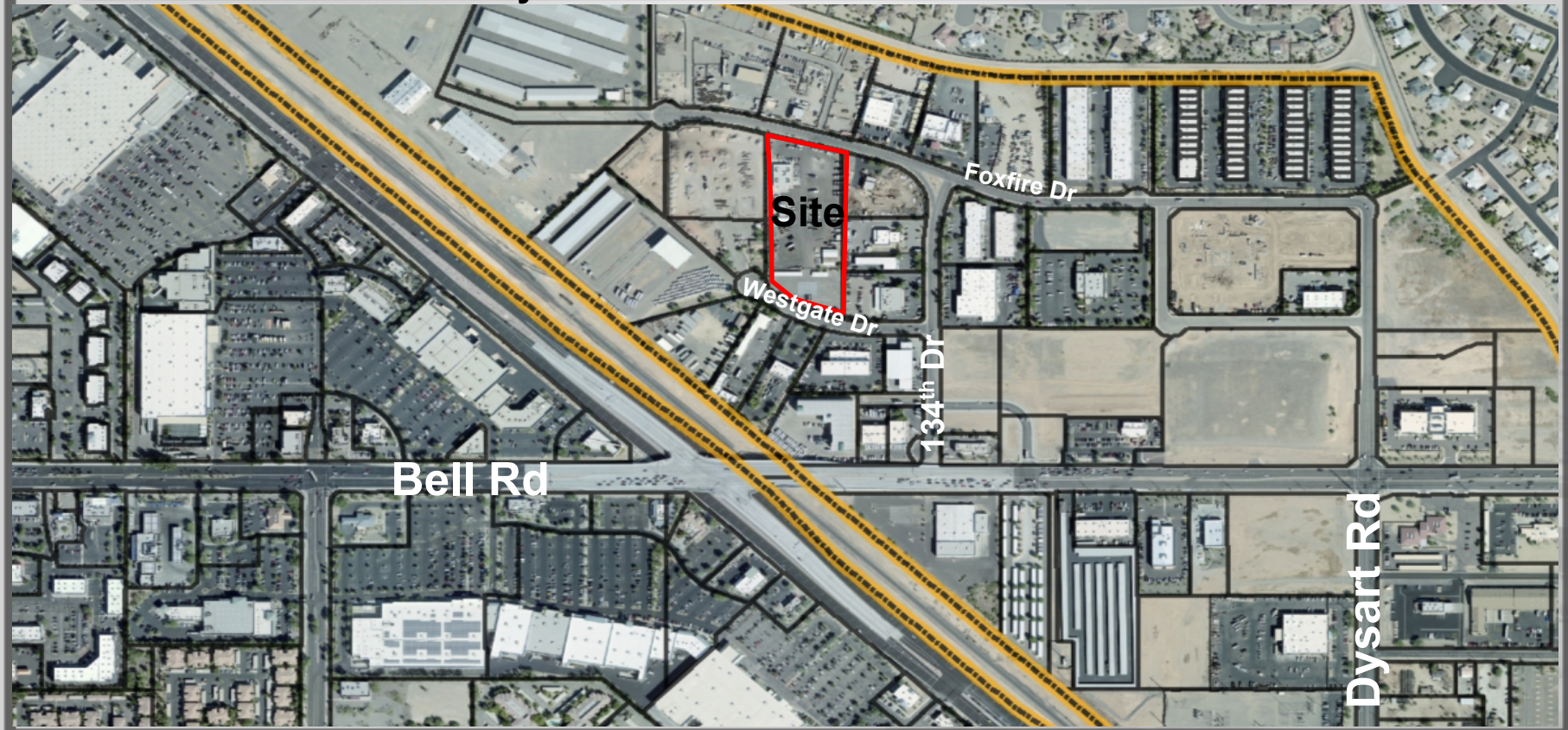
FS19-844
Public Safety Evidence and Readiness Center- Rezone

City Council

August 18, 2020

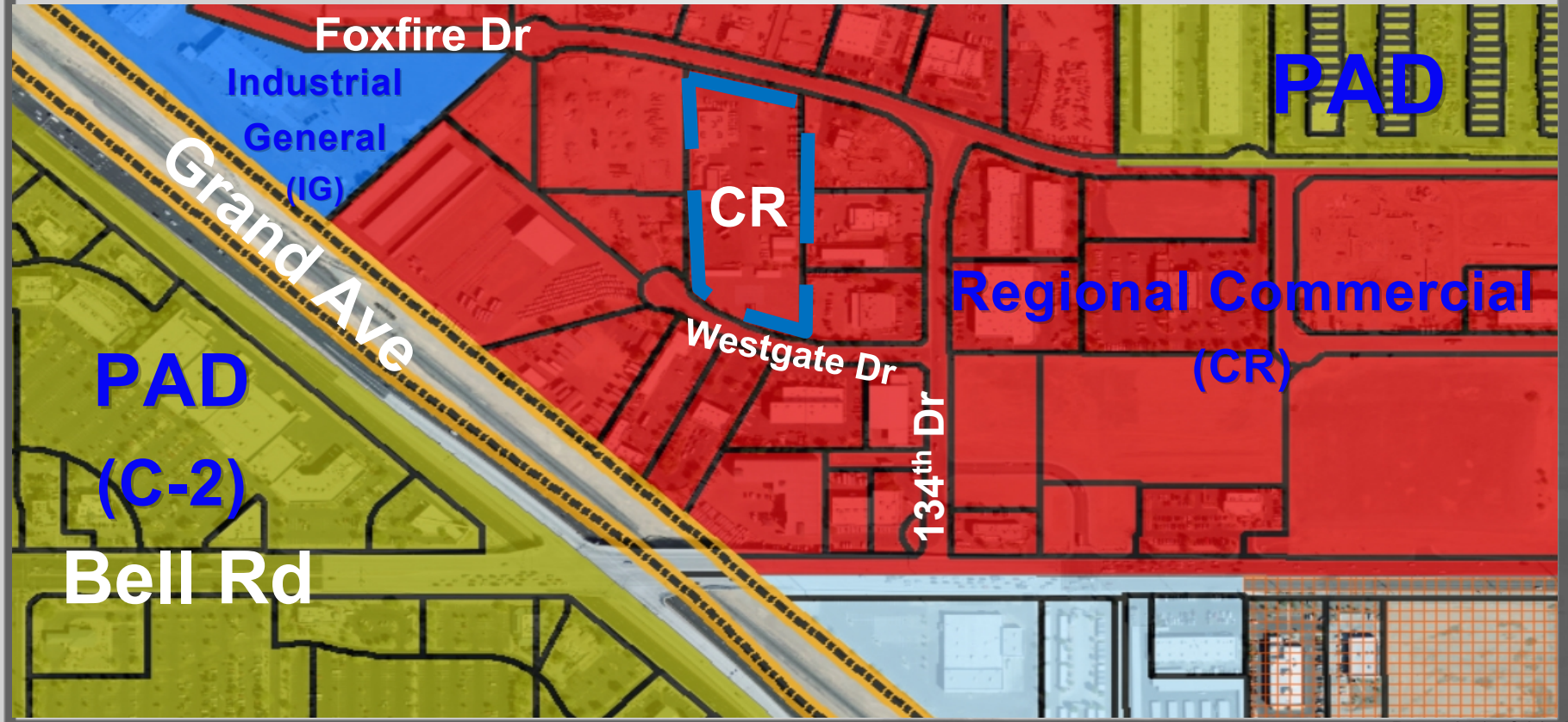
Vicinity MAP

Public Safety Evidence and Readiness Center FS19-844



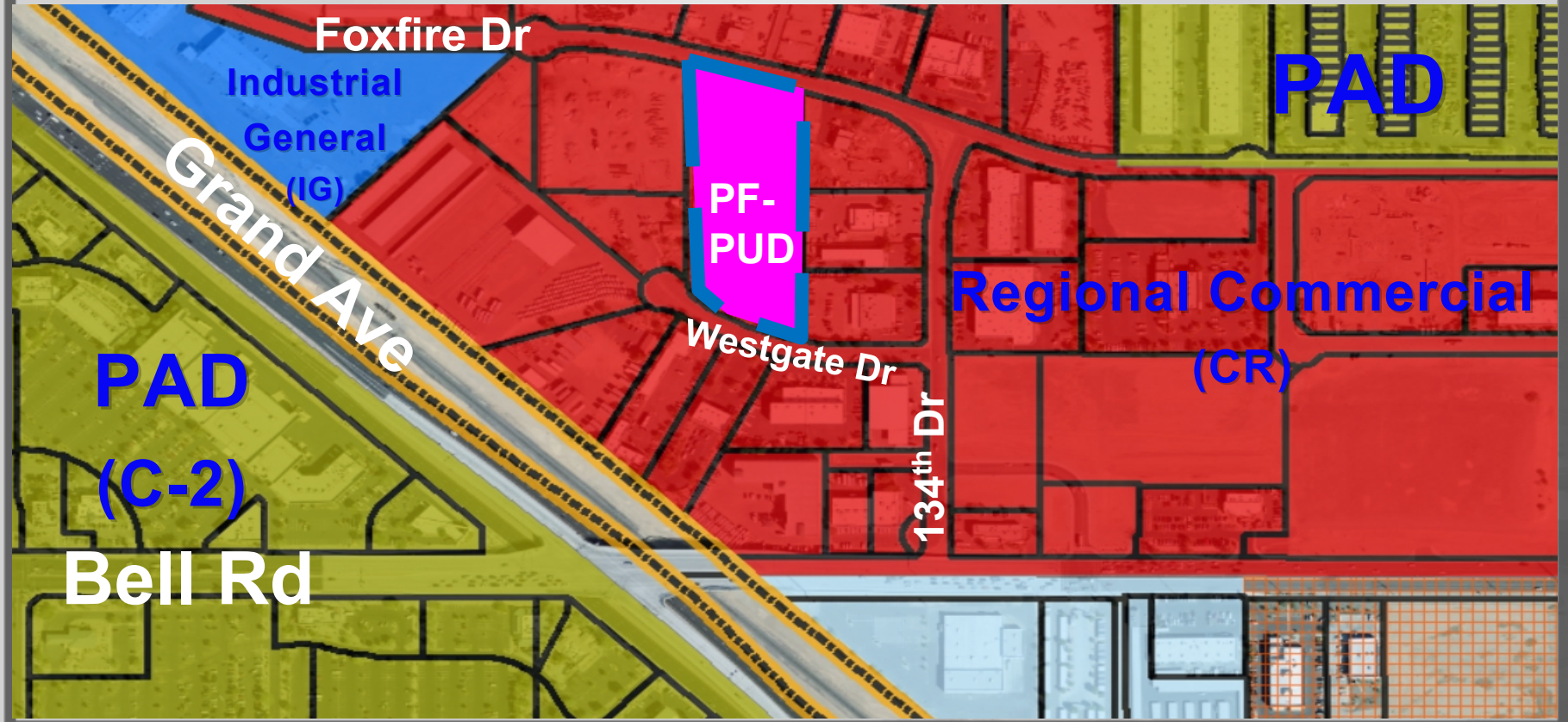
Case Map

Public Safety Evidence and Readiness Center FS19-844



Case Map

Public Safety Evidence and Readiness Center FS19-844



Proposed Development Standards

Commercial District Dimensional Requirements								
Zoning District	Min. Lot Area	Min. Lot Width	Min. Front Yard Setback	Min. Yard Setback Side	Min. Yard Setback Rear	Maximum Building Height	Landscape Requirements	Landscape (Collector) requirement
CR	18,000 sq.ft.	100'	35'	24'	24'	35'	10'	25'
PF	18,000 sq.ft.	100'	35'	**0'**	0'	35'	**0'**	**0'**

General Plan



Character Areas

- Neighborhood
  - *Rural*
  - *Suburban*
  - *Urban*
- Commerce & Office
  - *Mixed Use: Residential*
  - *Mixed Use: Commercial*
  - *Regional Commercial*
  - *Commercial Office*
- Employment
  - *Business Park*
  - *Industrial*
- Open Space

General Plan 2035

CITIZEN OUTREACH

Citizen Outreach Meeting

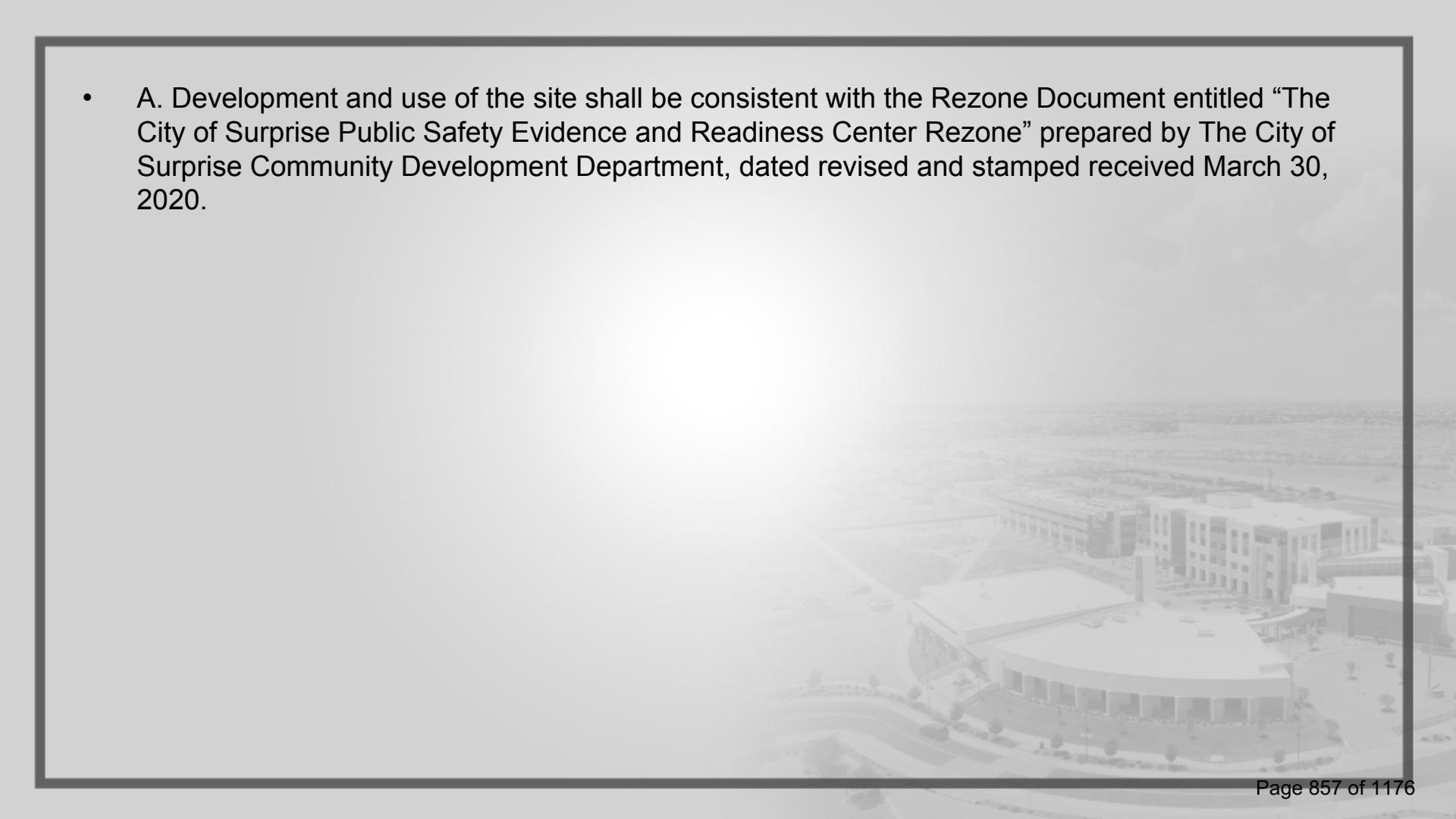
- May 20, 2020

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

- A. Development and use of the site shall be consistent with the Rezone Document entitled “The City of Surprise Public Safety Evidence and Readiness Center Rezone” prepared by The City of Surprise Community Development Department, dated revised and stamped received March 30, 2020.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Shirley Phan
Submitting Department: Community Development District: District 2
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to the approval of a Comprehensive Sign Program entitled "Auviana Medical Office Comprehensive Sign Program," generally located south of Mountain View Boulevard and west of Reems Road.

Motion:
I move to approve/deny the Comprehensive Sign Program entitled "Auviana Medical Office Comprehensive Sign Program," generally located south of Mountain View Boulevard and west of Reems Road.

If approved, the approval should be subject to Stipulations A & B as identified in the Staff Report.

Background:
On December 5, 2019, Signs Plus submitted a request for a Comprehensive Sign Program (CSP) for the Auviana Medical Office Complex in the Sun City Grand PAD generally located south of Mountain View Boulevard and west of Reems Road.

Objective Analysis:
One (1) of the proposed monument signs is intended to provide easy identification for the medical facility but fails to meet the requirement of the current sign code. The proposed CSP will allow for an increase in sign dimensional regulations. The proposed signage meets the requirements of the Sign Code with respect to Comprehensive Sign Programs and does not introduce a sign type that is otherwise prohibited.

Policy Compliant:
Staff believes the proposed CSP provides a mechanism whereby the applicant may create a monument and directional signage necessary for a Medical facility. The proposed signage meets the requirements of the Sign Code with respect to Comprehensive Sign Programs and does not introduce a sign type that is otherwise prohibited.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city

services.

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 - FS19-847- Auviana CSP - Staff Report Revised 08102020 (002) (1)
2. 01-FS19-847 - Auviana CSP - Vicinity Map revised
3. 02- FS19-847 Auviana CSP - CSP document
4. 03-FS19-847- Auviana CSP- Citizen Participation Report
5. FS19-847 - Auviana CSP - CC PowerPoint

COMPREHENSIVE SIGN PROGRAM

REPORT TO THE CITY COUNCIL

Case: **FS19-847**

Project Name: Auviana Medical Office Complex Comprehensive Sign Program

Council District: 2 – Cottonwood

Meeting Date: **August 18, 2020**

Planner: Shirley Phan

Owner: Regency Sun City Grand Holdings, LLC

Applicant: Michael Donada, Signs Plus

Request: Comprehensive Sign Program (CSP) for Auviana Medical Office Complex

Site Location: Generally south of Mountain View Boulevard and west Reems Road

Site Size: 5.08 acres (approx.)

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

Support/Opposition: Refer to the attached Citizen Review Participation Report

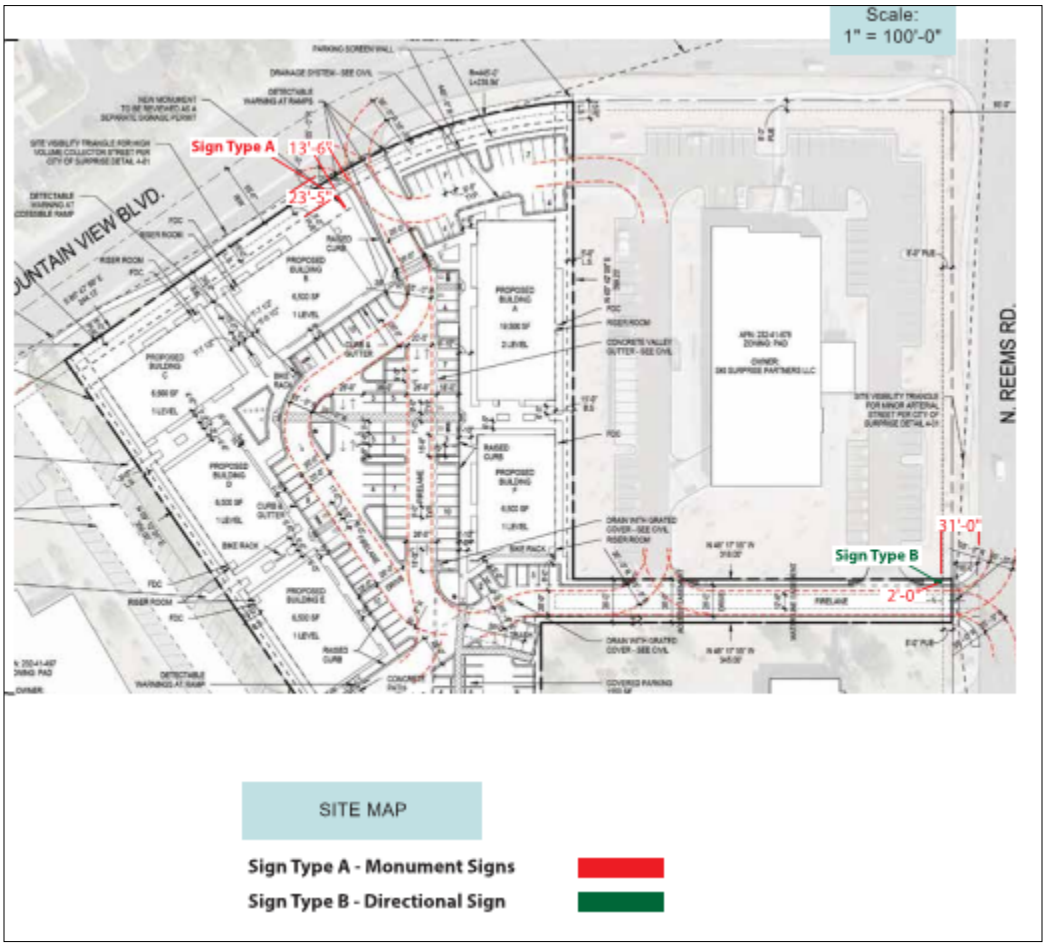
Findings:

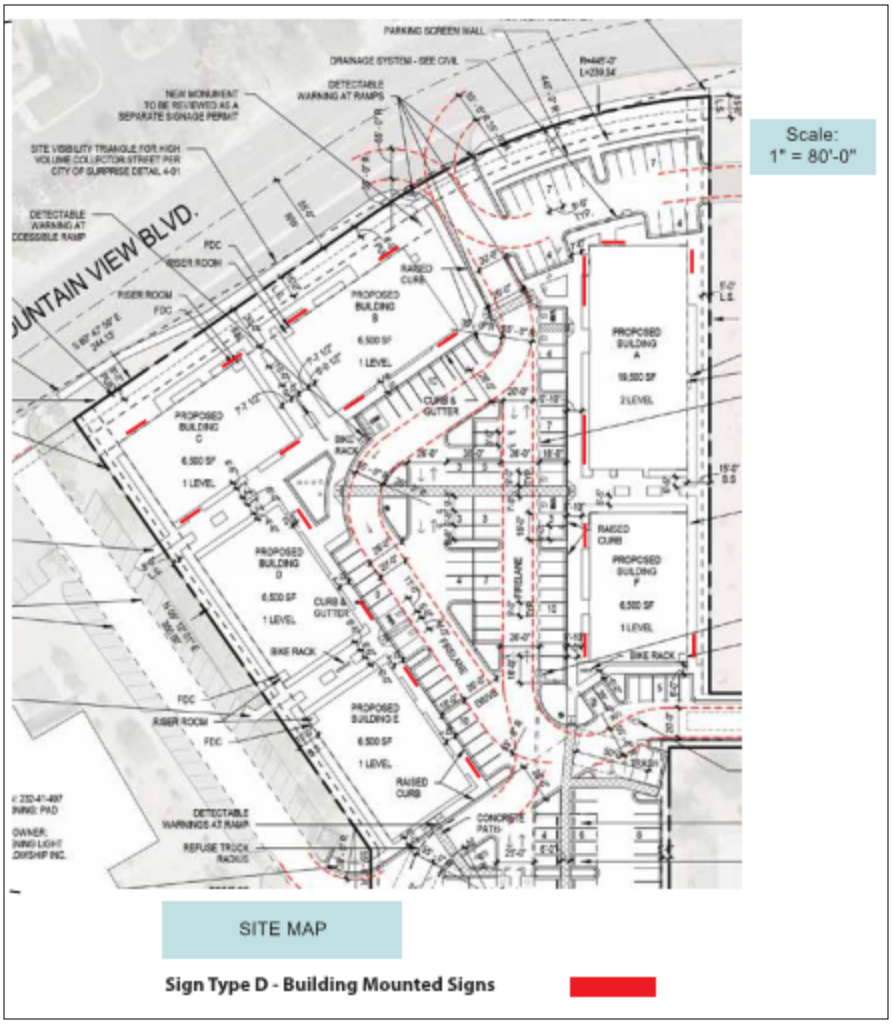
- The proposed signs may be approved through a Comprehensive Sign Program.
- The reviewing agencies have indicated no objections to the request.

Commission Recommendation: A motion to approve the proposed Comprehensive Sign Program failed by a 2/4 vote, citing incompatibility with the surrounding neighborhood.

Project Description:

Michael Donada of Signs Plus, on behalf of Regency Sun City Grand Holdings, LLC, Michael Donada of Signs Plus, on behalf of Regency Sun City Grand Holdings, LLC, requests a Comprehensive Sign Program (CSP) for the Auviana Medical Office Complex located generally south of Mountain View Boulevard and west of Reems Road. This CSP anticipates one (1) Class VI Monument Sign, one (1) Class III Monument Sign (directional sign), and nineteen (19) wall signs to be located in the general areas as shown on the following maps:





Background:

April 28, 1994: The Mayor and City Council approved the Sun City Grand PAD (Planned Area Development) under case PAD94-007.

November 8, 2018: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR18-570 Regency Medical Office Complex.

February 22, 2019: Edifice filed a request for a Site Plan for a new Auviana Medical Office Complex under case FS19-130.

June 17, 2019: Edifice held a neighborhood outreach meeting to discuss the project.

August 15, 2019: The Planning and Zoning Commission approved the Site Plan for Auviana Medical Office under case FS19-130, subject to stipulation A through H.

August 15, 2019: The Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS19-130, subject to stipulation A and B.

September 17, 2019: The Mayor and City Council passed approval the Zone change for Auviana Medical Office under case FS19-130.

October 17, 2019: The Planning and Zoning Commission approved the Revised Site Plan for Auviana Medical Office under case FS19-130, subject to stipulation A through E.

December 5, 2019: The applicant filed a request for a Comprehensive Sign Program for the Auviana Medical Office Complex under case FS19-847.

August 6, 2020: The Planning and Zoning Commission will consider the proposed CSP for Auviana Medical Office Complex.

Reviewing Agencies:

The request was routed to the standard reviewing agencies who have reviewed the proposal and indicated no objections to the request.

Citizen Outreach:

As mentioned above, the applicant held a Citizen Review Meeting on February 26, 2020 in the Residence Inn Marriott located at 16418 N. Bullard Avenue. Residents from the vicinity were notified to attend and to ask questions about the project and voice their concerns.

Three (3) residents attended the meeting and voiced their concerns. The main concern that the individuals had was that the signs would be shining into their backyards. The applicant and city staff informed the residents the sign would be approximately 800 feet away from their house. Another concern was the monument 'A' sign is much larger and taller than the other signs in the area which is not required. The neighbors would be sleeping, so they did not feel the need for the sign to be illuminated at night. The applicant informed them that the sign will be facing perpendicular to the streets which will shed light away from any close residential neighborhoods. The EMC will be dimmed at night to be in compliance with the Surprise Municipal Code.

Discussion:

The subject site is located on Mountain View Boulevard with access to Reems Road via a driveway extending from the main site to Reems. The applicant seeks approval of two (2) monument signs and a series of wall signs. One monument sign meeting the physical requirements of a Class VI Monument Sign is proposed along Mountain View Boulevard; however, said roadway is classified as a collector route. As such, a Class VI Monument sign would not be allowed in this location absent a Comprehensive Sign Program; however, Mountain View Boulevard is constructed as a four lane road with median that exists within a 110' right-of-way, which is in keeping with the physical characteristics an arterial street. The proposed sign will be located outside of the sight visibility triangle associated with this driveway. Staff does not object to this request.

The aforementioned Class VI Monument sign will also be outfitted with an Electronic Messaging Center (EMC). The Sign Code will allow up to 50% of the sign area to be in the form of an EMC. Staff notes that the sign code also requires that the increase in night time lighting levels not exceed 0.3 Foot-Candle above ambient. The applicant will comply with this provision.

The second monument sign is defined in the Sign Code as a Class III Monument Sign or "directional sign". This sign will be located where the driveway meets Reems road. Class III Monument Signs are permitted in proposed location; however, per the Sign Code, the maximum height is limited to 30 inches, while the sign area is limited to six (6) square feet. The applicant proposes the height be increased to six (6) feet overall, with a sign area of twelve (12) square feet. The proposed sign will also be located outside of the sight visibility triangle for this driveway. Given that Reems Road is a Major Arterial within a 130' wide right-of-way, staff does not object to this request.

The applicant also proposes a number of wall signs. The Sign Code will allow 1.5 square feet of sign area for every linear foot of leased tenant space. The applicant proposes that wall signs be located in specific locations on each of the various buildings without respect to "leased frontage"; however, the amount of signage proposed does not exceed 1.5 square feet per linear foot of overall elevation.

Summary:

Staff believes the proposed CSP provides a mechanism whereby the applicant may create a monument and directional signage necessary for this medical facility. The proposed signage meets the requirements of the Sign Code with respect to Comprehensive Sign Programs and does not introduce a sign type that is otherwise prohibited.

Findings:

- The proposed signs may be approved through a Comprehensive Sign Program.
- The reviewing agencies have indicated no objections to the request.

Commission Recommendation:

On August 6, 2020, a motion to approve the proposed Comprehensive Sign Program failed by a 2/4 vote, citing incompatibility with the surrounding neighborhood.

In the event City Council approves the subject Comprehensive Sign Program, approval should be subject to stipulations 'a' and 'b' as outlined below:

A. Development and use of the signage for the site shall be consistent with the project narrative entitled "Auviana Medical Office Complex Comprehensive Sign Plan", prepared by SignsPlus, consisting of sixteen (16) pages and stamped received June 24, 2020.

B. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Attachments:

01 Vicinity Maps
02 CSP Document
03 Citizen Participation Report

VICINITY MAP

FS19-847- Auviana Medical Office Complex- CSP





AUVIANA MEDICAL OFFICE COMPLEX

Comprehensive Sign Program | August 28, 2019

14753 West Mountain View Surprise, AZ

Revision 11 - 06/24/2020

Recieved
6-24-2020

SIGNS PLUS
Steven Johnson
Cell - 602.526.5563
Office - 623.780.1544
2507 W. Villa Rita Dr.
Phoenix, AZ 85023

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Wall Signage Location Plan	Page 10
Wall Signage Elevation	Page 11-15
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PARCEL NUMBER

232-41-877

ZONING

PAD-C1

LANDLORD CONTACT

Regency Sun City Grand Holdings LLC

PAINT COLOR PALETTE

P1

TBD

P2

TBD

P3

Matthews Paint
White

MATERIAL PALETTE

V1

White Translucent
Vinyl
(3630-20)



White Acrylic

SIGN SPECIFICATIONS AND REQUIREMENTS

PURPOSE

The purpose of this Comprehensive Sign Package (CSP) is to create a graphic environment that is individual and distinctive in identity for each business. The overall concept should give an impression of quality and professionalism, and provide for a good business image. Therefore, the specifications in this CSP shall apply to all signage proposed within this Office Complex.

NOTICE:

WRITTEN APPROVAL AND CONFORMANCE WITH THE REQUIREMENTS SET FORTH HEREIN DOES NOT IMPLY CONFORMANCE WITH APPLICABLE LAWS, CODES, RULES, AND REGULATIONS PROMULGATED BY THE CITY OF SURPRISE OR ANY OTHER APPLICABLE GOVERNMENTAL AGENCY OR BODY (COLLECTIVELY, THE "LAWS"). ALL SIGNAGE LOCATED WITHIN THE PROPERTY SHALL BE APPROVED IN WRITING BY DECLARANT, SHALL COMPLY WITH THE APPLICABLE LAWS AND RECEIPT BY OWNER OF A SIGN PERMIT MUST BE RECEIVED PRIOR TO MANUFACTURING AND INSTALLATION OF ANY SIGNAGE.

A. GENERAL PROVISIONS

1. All signs and signage programs must conform to the requirements of this CSP, the City of Surprise, and all applicable Laws. Applications and submittals for signage permits shall be per the City of Surprise procedure and requirements.

2. Signs shall identify the person or company operating the use conducted on the Parcel. No off-premises advertising is permitted.

B. GENERAL REQUIREMENTS

1. Each electrical sign, and the installation thereof, shall be UL Listed or equivalent and comply with all applicable Laws.

2. No labels shall be placed on the exposed surfaces of signs except those required by applicable Laws. Required labels shall be applied in inconspicuous locations.

3. All penetrations of the building structure required for installation shall be neatly sealed in a watertight manner.

C. SPECIFIC REQUIREMENTS FOR BUILDING SIGNAGE

1. Tenants signage (Sign D) will be mounted flush to the wall and be individual pan channel letters or reverse pan channel letters. See page 12 for detail.

2. The use of a formed crest, shield, logo, or other established corporate insignia or modifier which has been displayed or associated with Owner's firm name is acceptable.

3. Each Tenant will be allowed one & one-half (1.5) square feet of building signage per foot of linear building frontage. Each frontage will be calculated independently (Example: If an In-Line Tenant has 2 elevations, each elevation is entitled to have a building sign based on that elevation frontage).

4. Length: The overall length of spread of letters shall not exceed 80% of the total tenant lease space. (Example: Tenant lease space is thirty (30) feet wide than the sign will be twenty-four (24) feet.

SIGNS SPECIFICATIONS AND REQUIREMENTS (Continued)

4. LIGHTING

1. All electrical will be U.L. or equivalent approved.

2. Signs are required to be internally illuminated.

3. Transformers or power supplies shall be concealed in raceways or behind fascia mounted in metal boxes.

5. WINDOW SIGNAGE

1. Window signs are allowed provided the combined sign area for all window signs affixed to a particular window does not exceed 40 percent of the individual window pane.

2. 3M Vinyl is the only vinyl allowed.

3. Window signs shall not contribute towards the aggregate building wall sign area of a building.

6. THE FOLLOWING ARE NOT ALLOWED

Roof signs
Cloth signs or streamers hanging in front of business.
Exposed seam tubing.
Animated or moving components.
Intermittent or flashing illumination.
Iridescent painted signs
Letter mounted or painted-on illuminated panels.
Signs or letters painted directly on any surface.
Signs will not be permitted to be installed or placed along perimeter of Property.

NOTE: Any sign that is listed as a Prohibited sign as stated in the Surprise Sign Code.

D. SPECIFIC REQUIREMENTS FOR MONUMENT SIGNS

1. MONUMENT SIGNS

Class VI monument signs will be designed, fabricated, illuminated and installed on W. Mountain View Blvd. in accordance with the City of Surprise Municipal Code and the design, specifications, and general locations contained within this CSP.

	Class V Monument Sign		Class VI Monument Sign (for Comparison)
	Base	**Proposed**	**Base**
Maximum Height	8 feet	16'-10"	17'
Maximum Sign Area	32 square feet	99 Square feet	120 square feet
Minimum Distance to Residential	N/A	700 feet +	80'

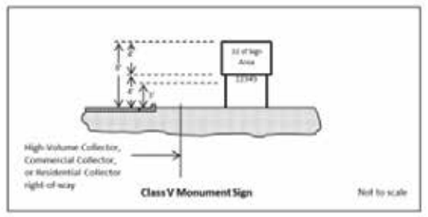
All other signs to meet the requirements of the Surprise Municipal Code at the time of permit application

(4) *Class V monument signs (minor monument signs).*

a. Class V monument signs are permitted in conjunction with non-residential uses in a residential zone, not including cottage industries or home occupations; or in multi-family uses in multi-family zoning; or in non-residential uses in a non-residential zone.

b. One class V monument sign meeting the requirements outlined below is permitted for every 150 feet of collector or arterial street frontage or portion thereof, regardless of the presence or location of driveway, provided sight distance requirements are met. The minimum spacing between individual class V monument signs, or between a class V monument sign and a class VI monument signs, located on the same property shall be not less than 150 feet measured radially.

c. When allowed, the height of the class V monument sign shall not exceed eight feet as measured from the edge of pavement of the street being served by the sign, nor shall the maximum sign area exceed 32 square feet. The bottom edge of the sign copy shall be no lower than four feet above the adjacent edge of pavement of the street being served by the sign. The height of the sign structure may extend an additional two feet above the face if the sign provided said extension is limited to non-illuminated architectural embellishments and contains no sign copy.



d. The base of a class V monument sign shall be fitted with the address of the property or properties in a manner that is consistent with section 113-13.

e. A class V monument sign shall be located within a landscape area not less than 80 square feet.

f. Class V monument signs shall be setback not less than two feet from the right-of-way line except that in the event a public utility easement is present, in which case the sign shall be setback not less than two feet from the easement.

g. Class V monument signs may be internally illuminated, back-lit or externally illuminated in accordance with the requirements set forth in section 113-10.

h. Level 1 electronic messaging and level 2 electronic messaging are permitted on a monument sign, subject to the provisions outlined in section 113-11.

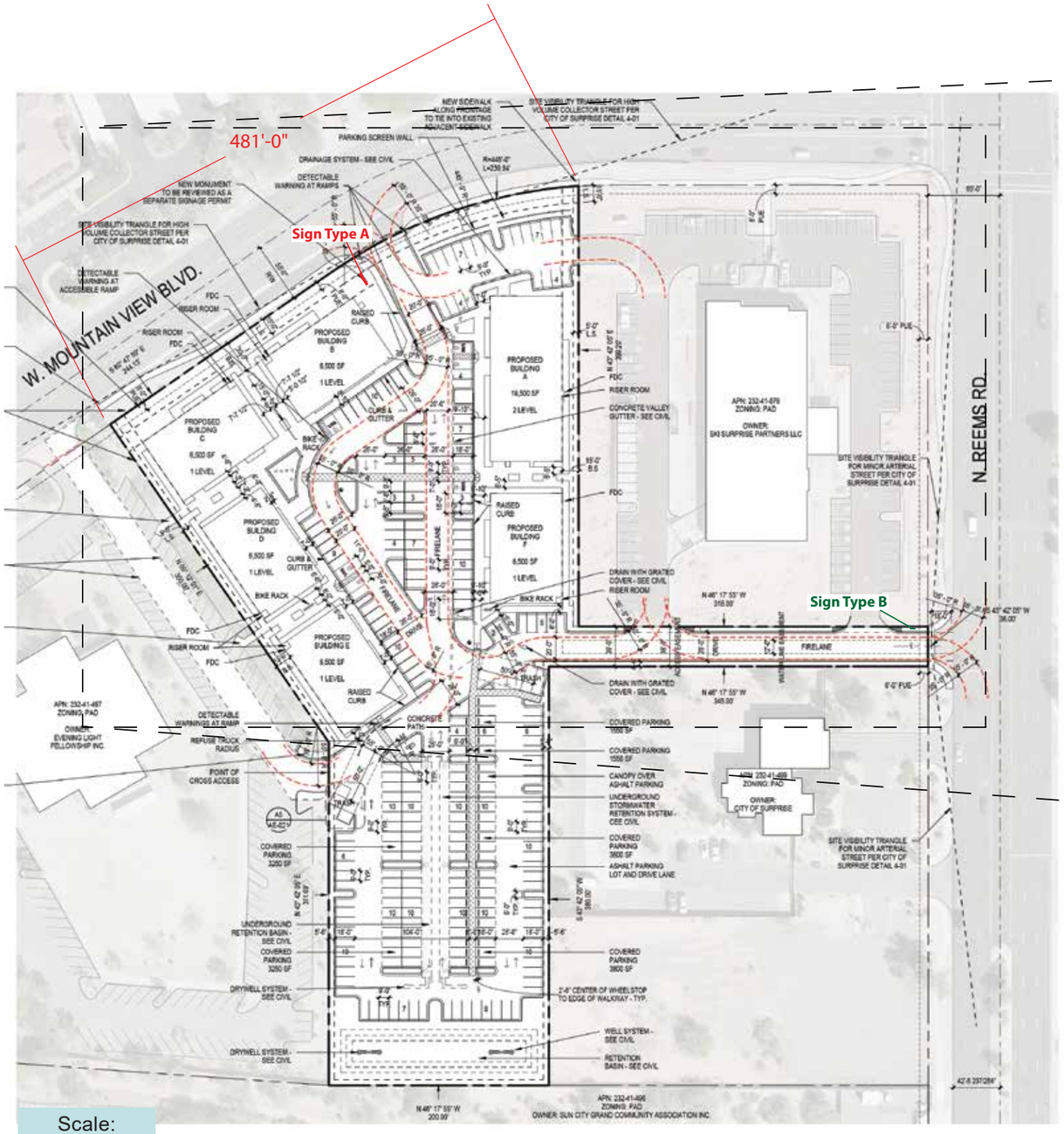
FREE STANDING SIGN MATRIX

SIGN TYPE	SIGN DESCRIPTION	FUNCTION	PLACEMENT	QUANTITY	SIZE	MATERIALS	ILLUMINATION
A Freestanding Monument Sign	Freestanding sign that shows Multi tenants.	Identification of tenants located in the Complex	Located along West Mountain View Blvd.	1	Overall Size: 16’-3”x12’-1” SQFT: 107.74	• Aluminum, Vinyl, Acrylic	Internally LED Illuminated w/ EMC
B Directional Sign	Freestanding sign that shows the location of the Main Entrance	Directing traffic towards the Main Entrance	Located along North Reems Road	1	Overall Size: 6’-0”x4’-5 1/4” SQFT: 12	• Aluminum, Vinyl, Acrylic	Internally LED Illuminated

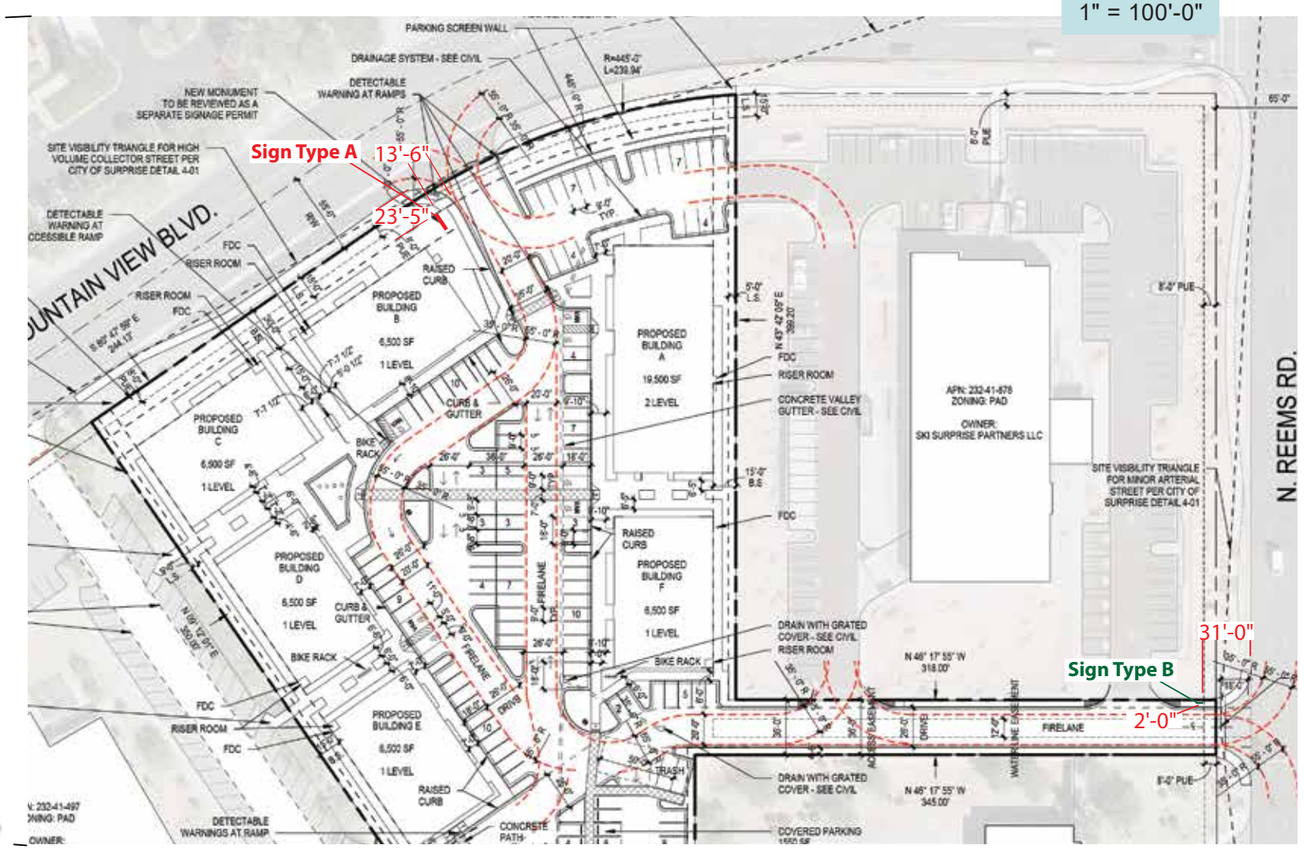
WALL SIGN MATRIX

SIGN TYPE	SIGN DESCRIPTION	FUNCTION	PLACEMENT	QUANTITY	SIZE	MATERIALS	ILLUMINATION
D Tenant Wall Signage	Reverse Pan Channel / Pan Channel letters mounted to the wall.	Identification of tenant.	Flush to the building where shown on the elevations.	TBD	Overall Size: See page 3-4 section C 1-6	• Aluminum, Vinyl, Acrylic	Internally LED Illuminated

MONUMENT & DIRECTIONAL SIGNAGE LOCATION PLAN



Scale:
1" = 120'-0"



Scale:
1" = 100'-0"

SITE MAP

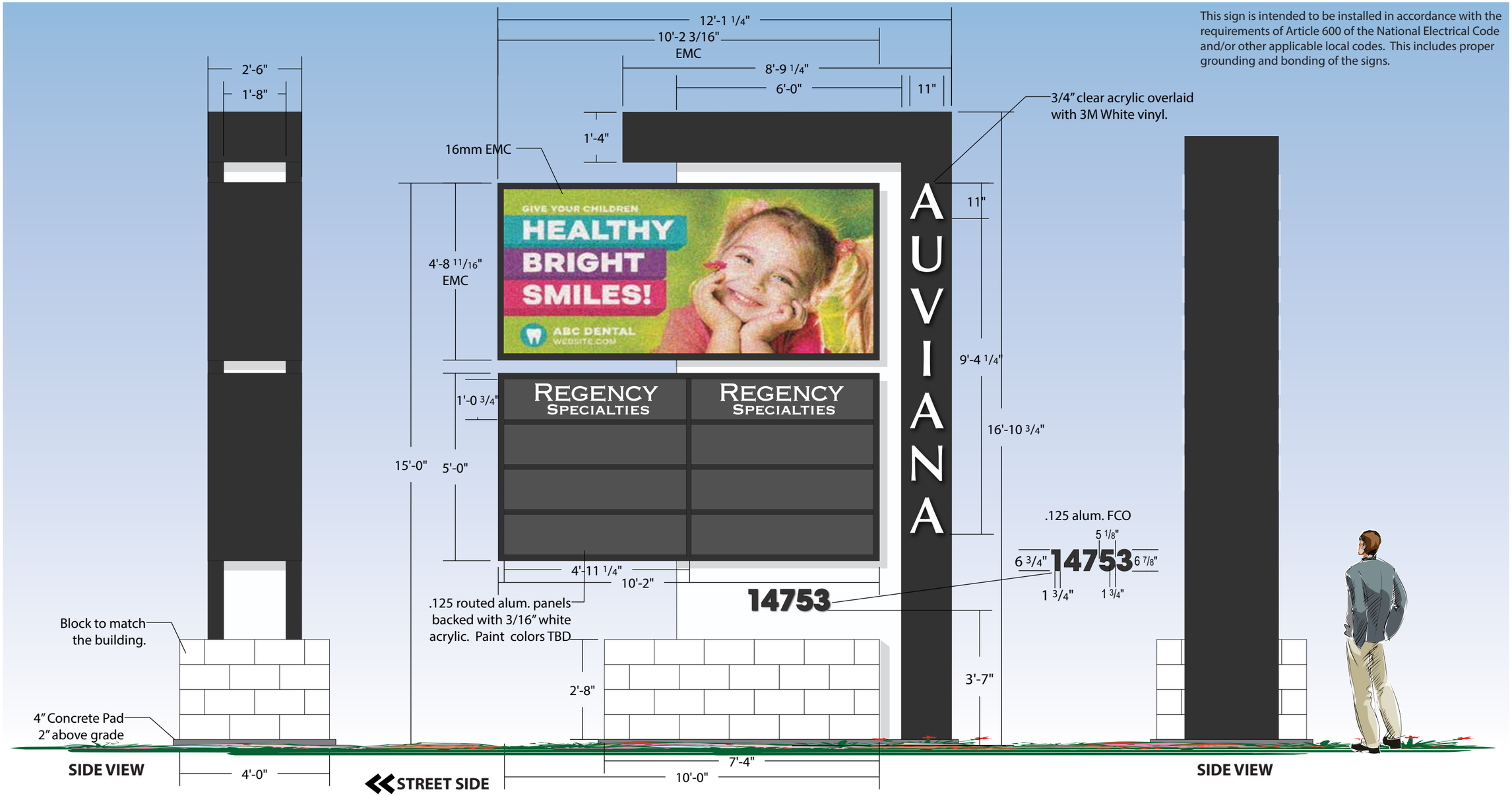
Sign Type A - Monument Signs

Sign Type B - Directional Sign

AUVIANA MEDICAL OFFICE COMPLEX

14753 West Mountain View Surprise, AZ

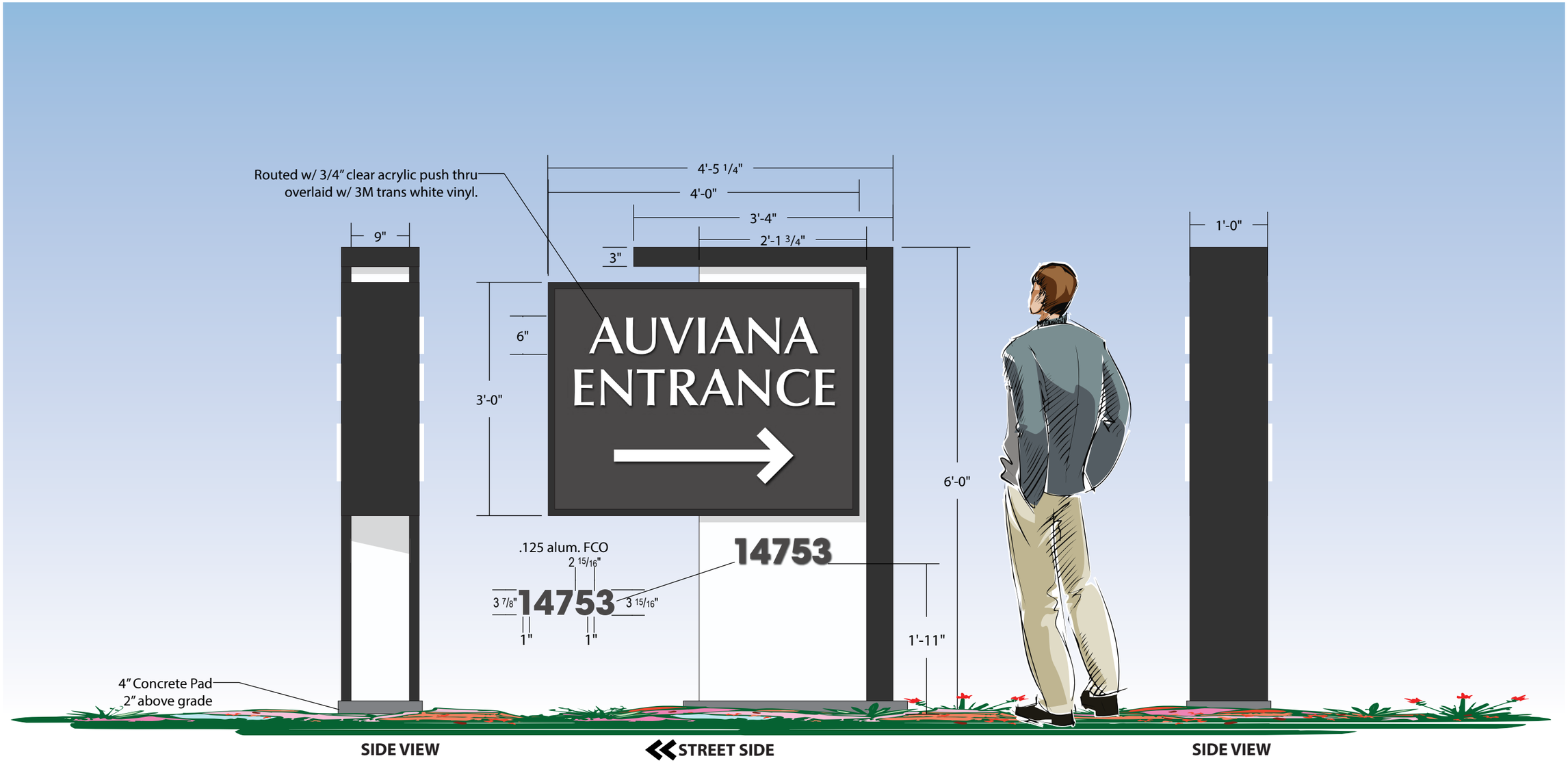
MONUMENT SIGN LAYOUT



A	ILLUMINATED MONUMENT SIGN	Scale: 3/8" = 1'-0"	SQFT: 99.15

Manufacture and install two (2) LED illuminated double sided monument signs. All paint colors are TBD.

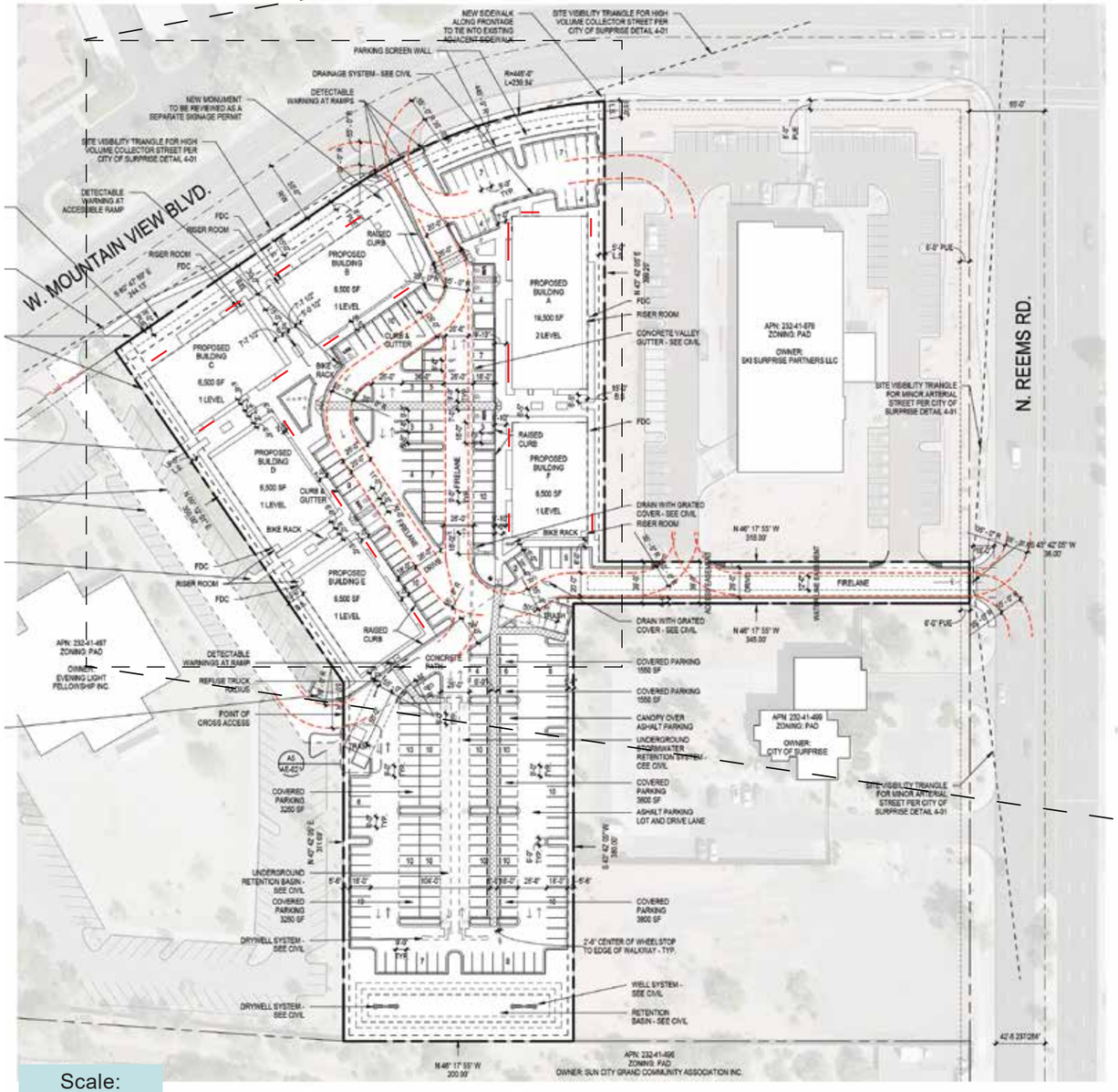
DIRECTIONAL SIGN LAYOUT



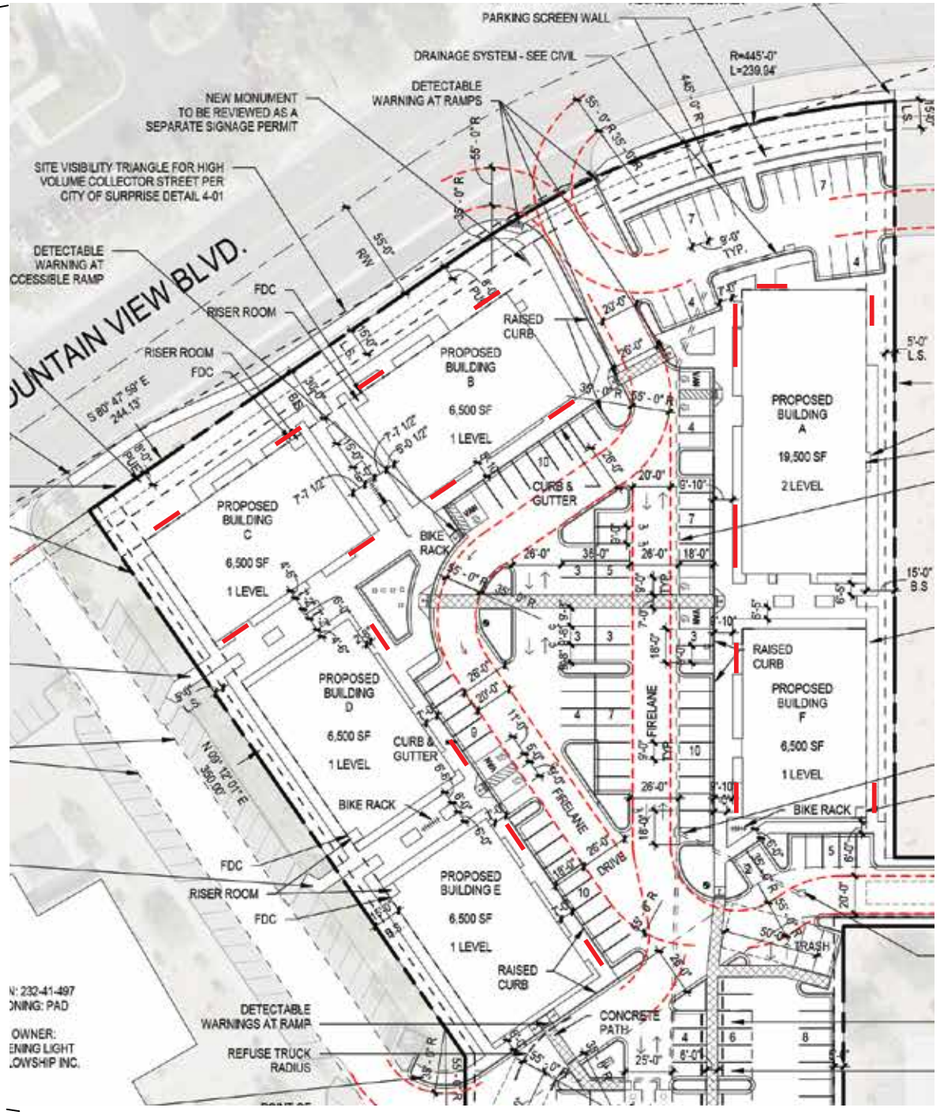
B	ILLUMINATED DIRECTIONAL SIGN	Scale: 3/4" = 1'-0"	SQFT: 12

Manufacture and install one (1) LED illuminated double sided class 3 directional sign. All paint colors are TBD.

WALL SIGN SITE MAP



Scale:
1" = 120'-0"

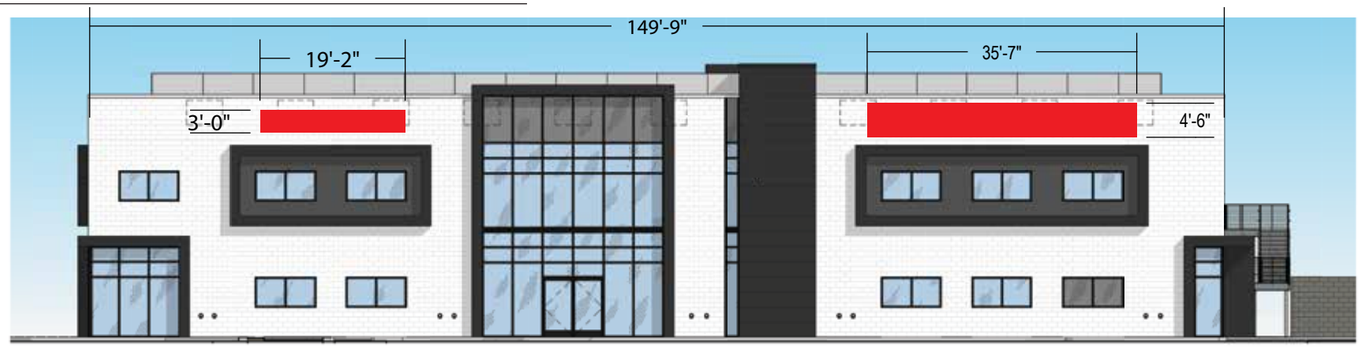


Scale:
1" = 80'-0"

SITE MAP

Sign Type D - Building Mounted Signs

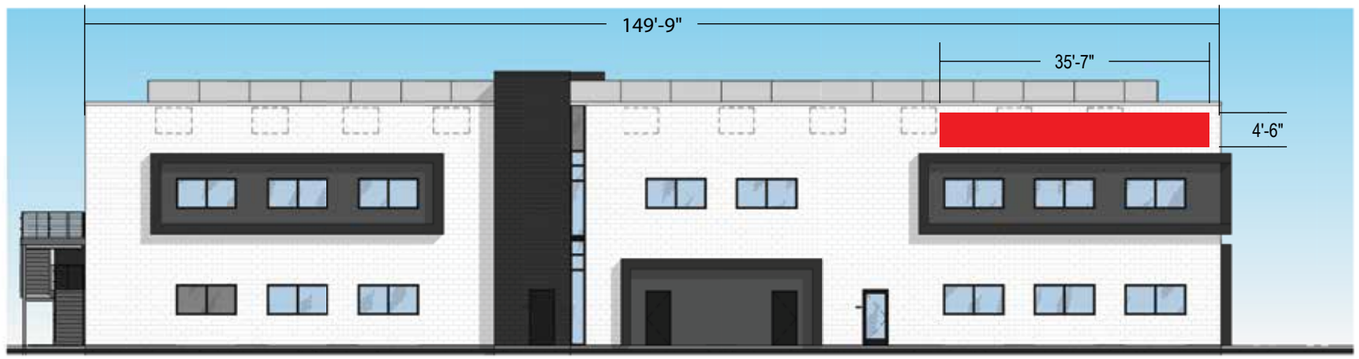
WALL SIGN ELEVATIONS



Building A

ELEVATION SIGN BANDS	Scale: 1" = 20'-0"

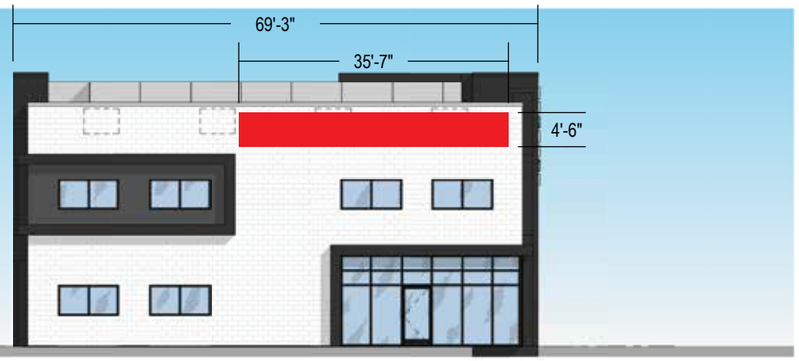
Sign Type D - Building Mounted Signs



Building A

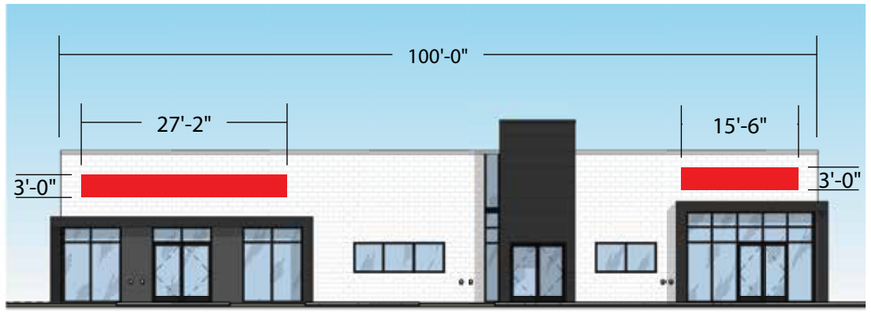


Building A

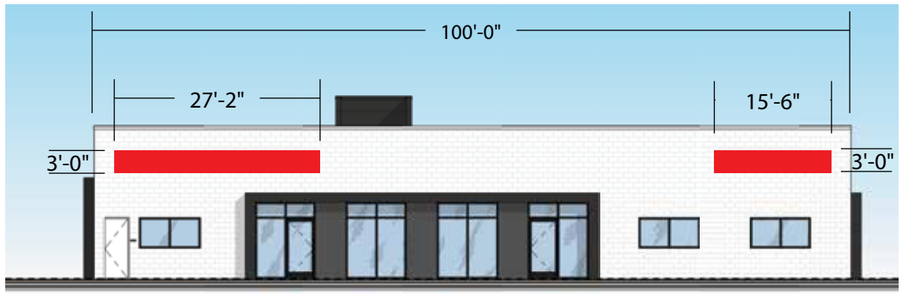


Building A

WALL SIGN ELEVATIONS



FRONT ELEVATION_BUILDING C (MIRRORED FOR BUILDING B)



BACK ELEVATION_BUILDING C (MIRRORED FOR BUILDING B)

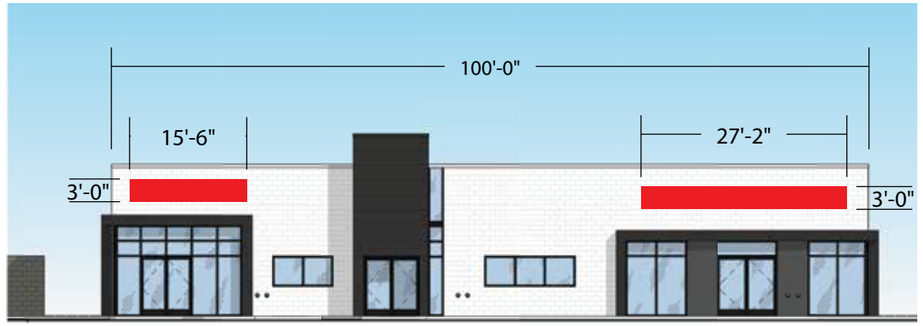




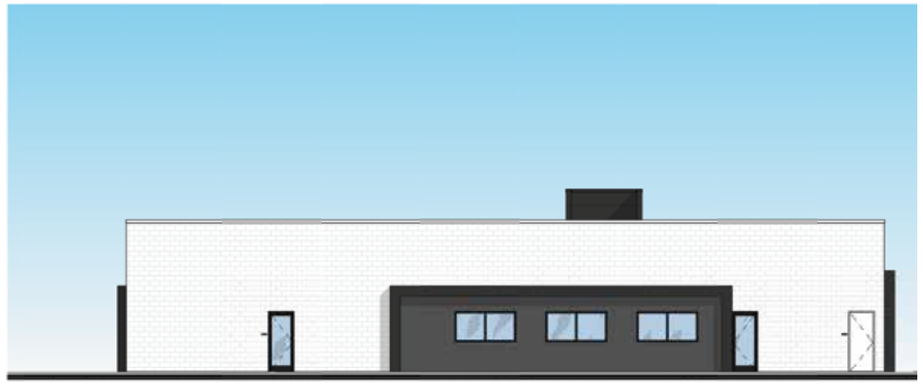
ELEVATION SIGN BANDS	Scale: 1" = 20'-0"

Sign Type D - Building Mounted Signs

WALL SIGN ELEVATIONS



FRONT ELEVATION_BUILDING D



BACK ELEVATION_BUILDING D

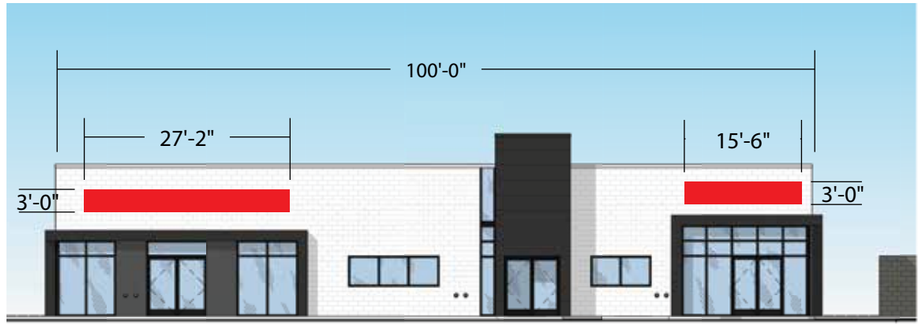




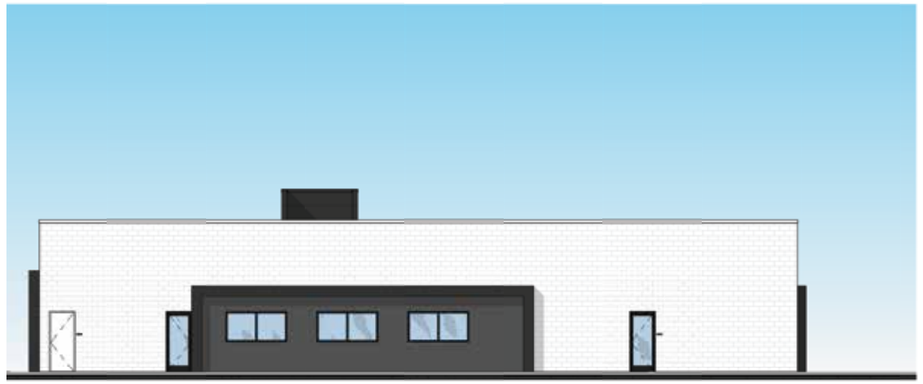
ELEVATION SIGN BANDS	Scale: 1" = 20'-0"

Sign Type D - Building Mounted Signs

WALL SIGN ELEVATIONS



FRONT ELEVATION_BUILDING E



BACK ELEVATION_BUILDING E

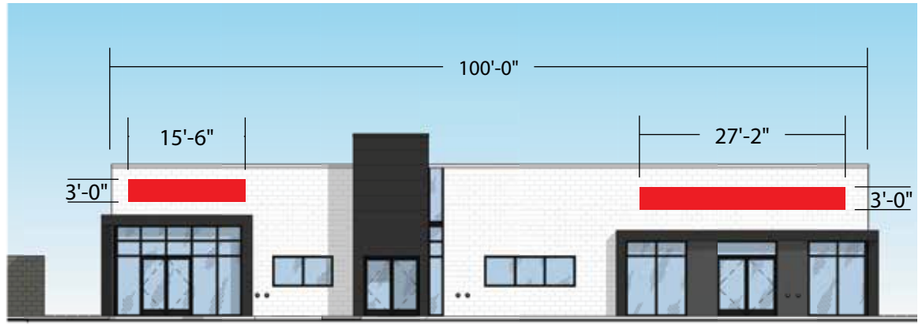




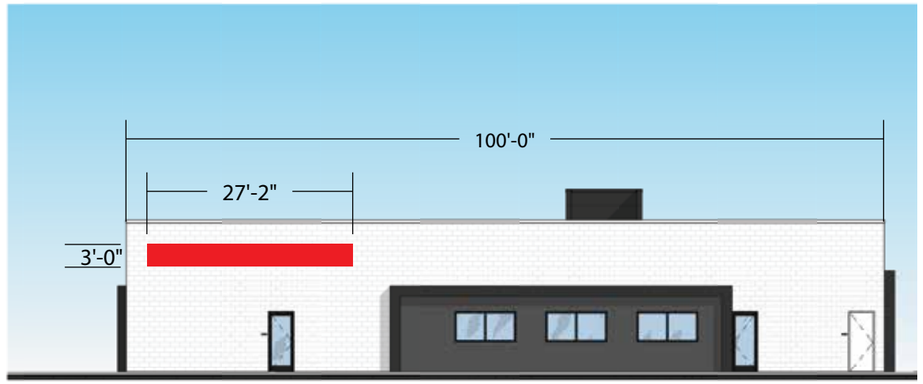
ELEVATION SIGN BANDS	Scale: 1" = 20'-0"

Sign Type D - Building Mounted Signs

WALL SIGN ELEVATIONS



FRONT ELEVATION_BUILDING F



BACK ELEVATION_BUILDING F





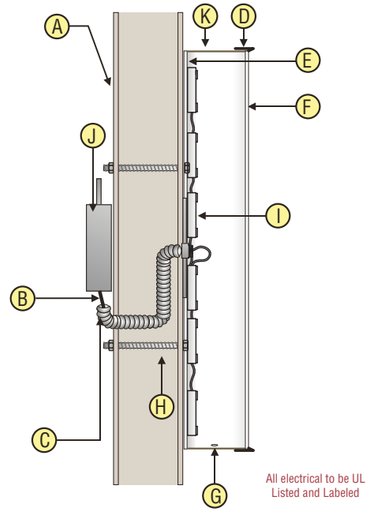
ELEVATION SIGN BANDS	Scale: 1" = 20'-0"

Sign Type D - Building Mounted Signs

BUILDING SIGN EXAMPLES



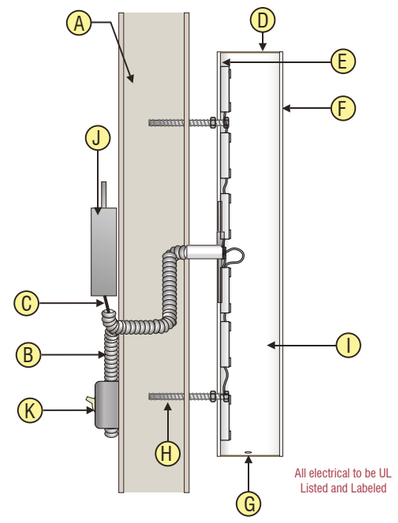
Pan-Channel Letter / LEDs



A	wall
B	conduit (1/2" min.)
C	low voltage wiring
D	trim cap
E	aluminum back
F	acrylic Face
G	weep holes
H	mounting varies
I	LED lights
J	remote low voltage trans.
K	5” alum. return



RPC Letter / LEDs - Cross Section Detail



A	wall
B	conduit (1/2" min.)
C	low voltage wiring
D	alum return welded
E	Lexan back
F	aluminum face
G	weep holes
H	stud mounting
I	LED lights
J	remote low voltage trans.
K	disconnect switch

Participation report - The applicant shall provide a written report on the results of their citizen participation effort prior to the notice of public hearing. At a minimum, the citizen participation report shall include the following information:

1. Details of the techniques used to involve the public, including dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;

A neighborhood outreach meeting was scheduled for 2/26/20 at 6PM. In addition to Signs Plus and city staff, four (4) attendees were in attendance, three (3) of which were concerned neighbors and the other being a representative of the owner.

2. Content, dates mailed, and numbers of mailings, including letters, newsletters and other publications;

Information was provided to the city to allow for city staff to post our citizen outreach meeting in a newspaper. Signs Plus also posted two (2) 8' x 8' double sided signs announcing the meeting details on 2/11/20 on the property in question.

3. A summary of concerns, issues and problems expressed during the process, including:

a. The substance of the concerns, issues, and problems;

- The only sign that is a major concern is monument "A", our largest sign.
- Citizens felt the sign was much larger and taller than any other signs in the area and was not needed.
- Citizens felt that the surrounding neighborhood was sleeping by 9PM as it's an elderly community so didn't feel the need for the sign being illuminated at night.
-The attending citizens felt that the sign might be visible from their homes across the gully south of the property.

b. How the applicant has addressed or intends to address concerns, issues and problems expressed during the process; and

- The building at the height in which they will be built, will block any direct visibility of the sign from any surrounding residential neighborhoods. In addition, this sign will be perpendicular to the street which will shed light away from any close residential neighborhoods that might be affected.
- The EMC will be dimmed at night (and during the day) to be in compliance with the Surprise code which restricts the lumen output to a level that is very reasonable.

c. Concerns, issues and problems the applicant is unwilling or unable to address and why.

- The proposed height and size is the correct amount to be effective as a multi-tenant sign for the amount of the tenants located within the plaza. For this reason, we are unwilling and unable to reduce the size or height of the monument “A” that the citizens were concerned about.
- The city of Surprise sign code allows for the types of signs requested to be illuminated at all hours. For this reason, and for the benefit of the tenants of this medical plaza, we will continue with our request for illuminated signage at night.

SURPRISE
ARIZONA

FS19-847
Auviana Medical Office Complex CSP

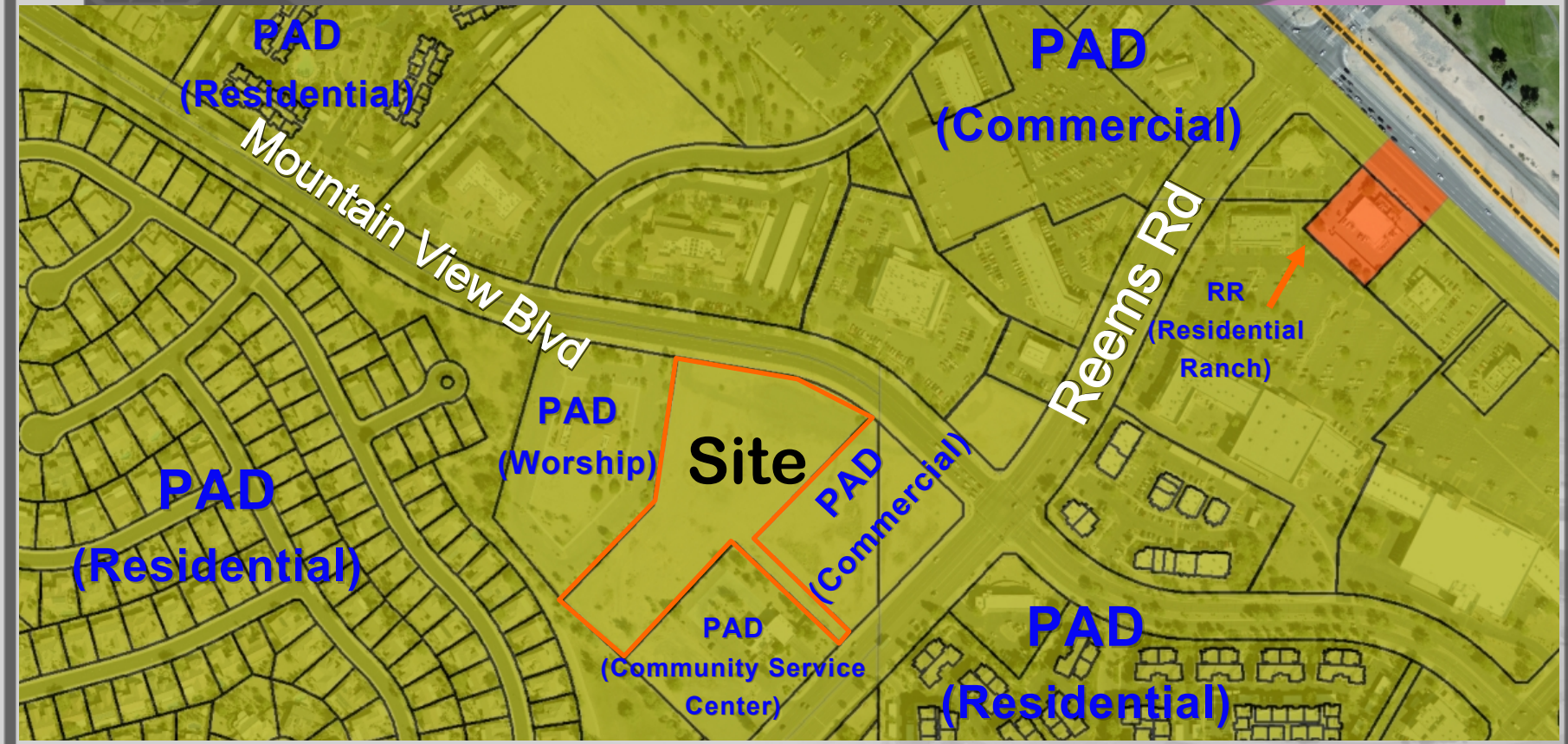
City Council – August 18, 2020

VICINITY MAP

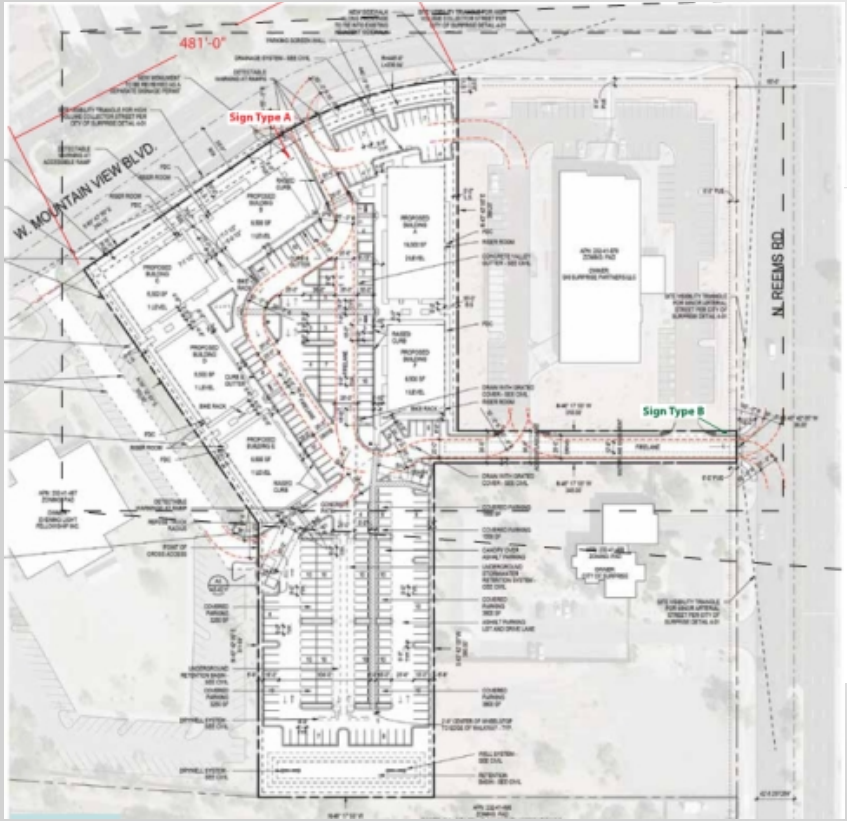
FS19-847- Auviana Medical Office Complex- CSP

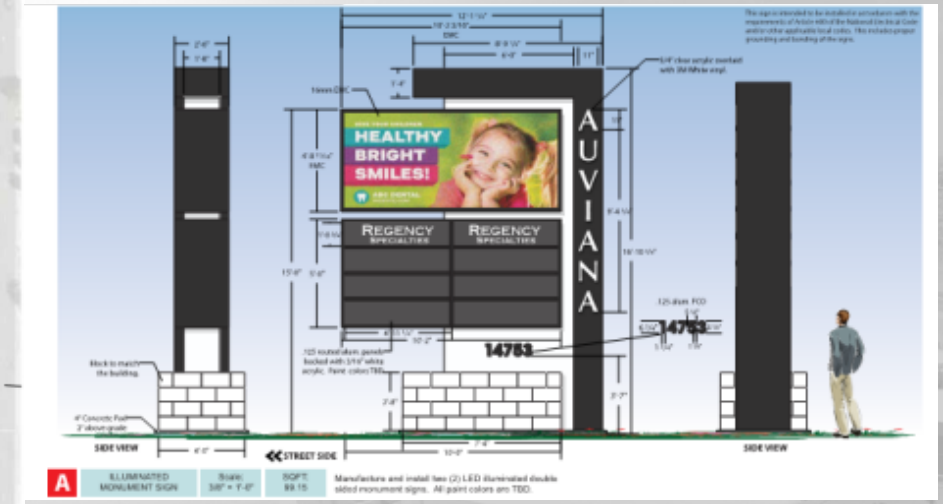


SURROUNDING ZONING



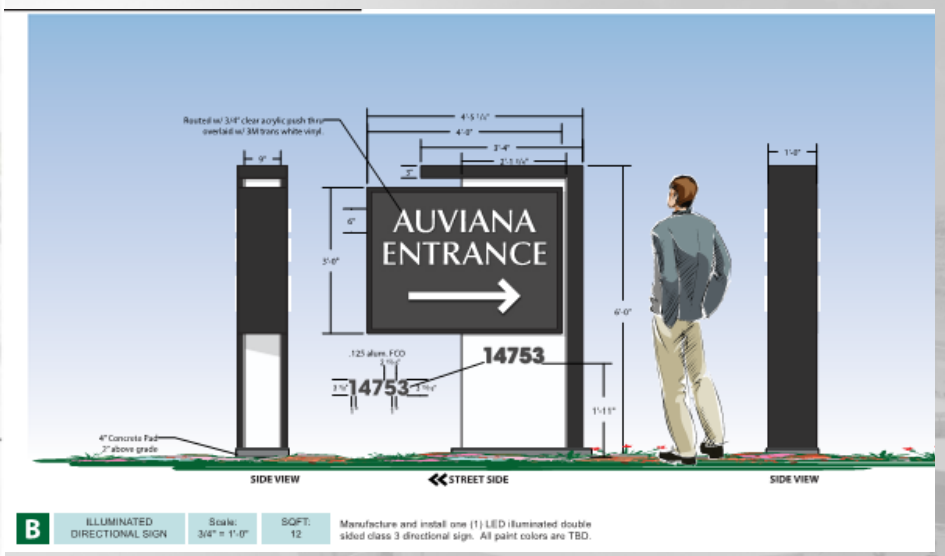
A MONUMENT SIGN



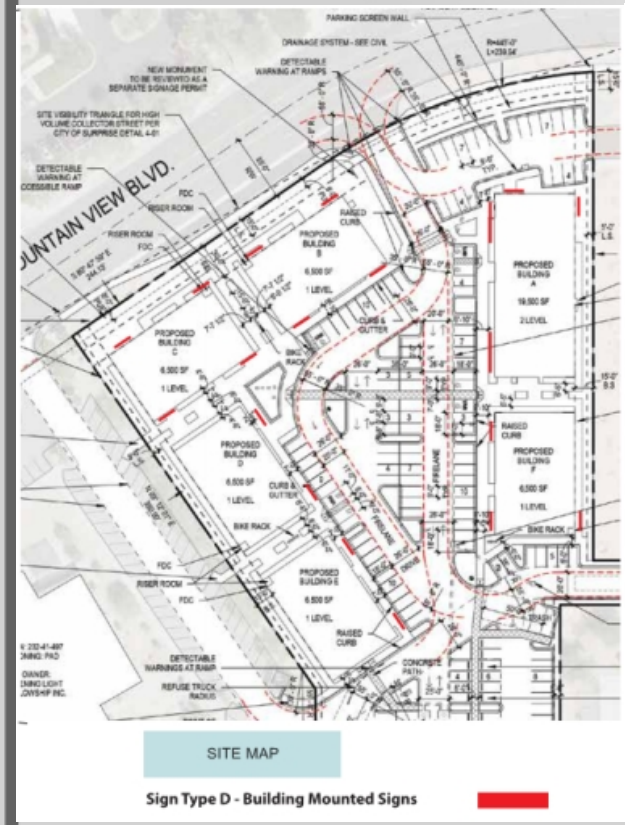


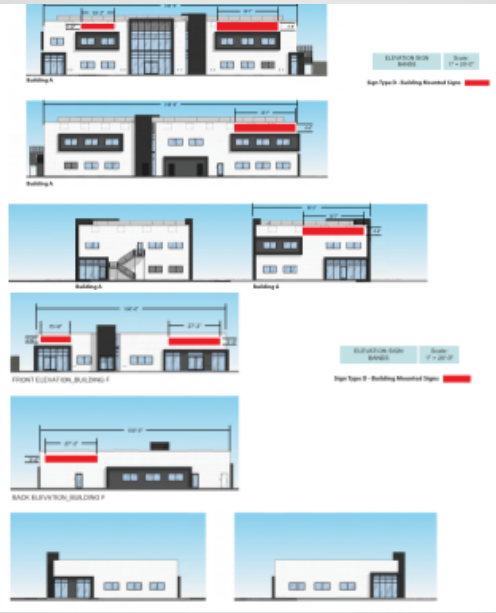
B DIRECTIONAL SIGN

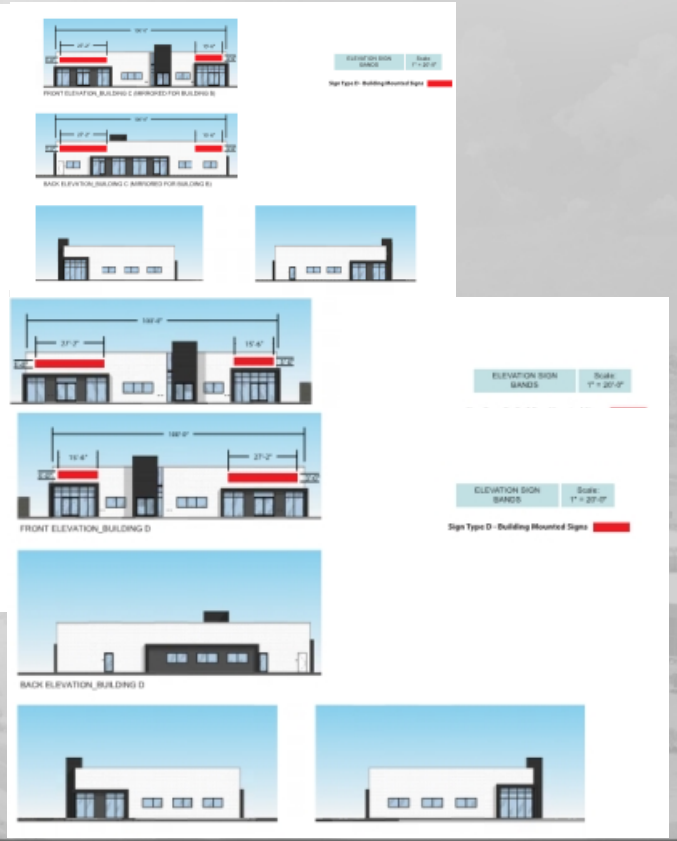




BUILDING WALL SIGNS







SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 5
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of a rezone of 11.2 acres of the Mountain Vista Ranch Planned Area Development ("PAD") from Community Commercial (C2-PAD) to High Density Residential (HDR-PAD) and to provide development standards for a one, two, and three-bedroom rental community for the entire 29.8-acre site located south of the southeast corner of Bell Road and Sarival Avenue; Ordinance #2020-24.

Motion:
I Move to approve Ordinance #2020-24.

Background:
RVI Planning and Landscape Architecture, on behalf of Westfield Commons LLC and Castellina LLC, requests to rezone 11.2 acres from Community Commercial C2-PAD to HDR-PAD and to provide development standards for a one, two, and three-bedroom rental community over the larger site.

Objective Analysis:
The applicant seeks a Zone Change over 11.2 acres of Community Commercial (C2-PAD) to High Density Residential (HDR-PAD) and to provide development standards for a one, two, and three-bedroom rental community for the entire 29.8-acre site.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

Financial Impact:
While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

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 - FS20-234 - Bungalows at MVR PADA - CC Staff Report - 081820
2. 01 - FS20-234 - Bungalows at MVR PADA - Maps - 081820
3. 02 - FS20-234 - Bungalows at MVR PADA - PADA Document - 081820
4. 03 - FS20-234 - Bungalows at MVR PADA - Citizen Participation - 081820
5. 04 - FS20-234 - Bungalows at MVR PADA - Luke Letter - 081820
6. 05 - FS20-234 - Bungalows at MVR PADA - Ordinance - 081820
7. PP - FS20-234 - Bungalows at MVR PADA - CC PowerPoint - 081820

MAJOR PAD AMENDMENT

REPORT TO THE MAYOR AND CITY COUNCIL

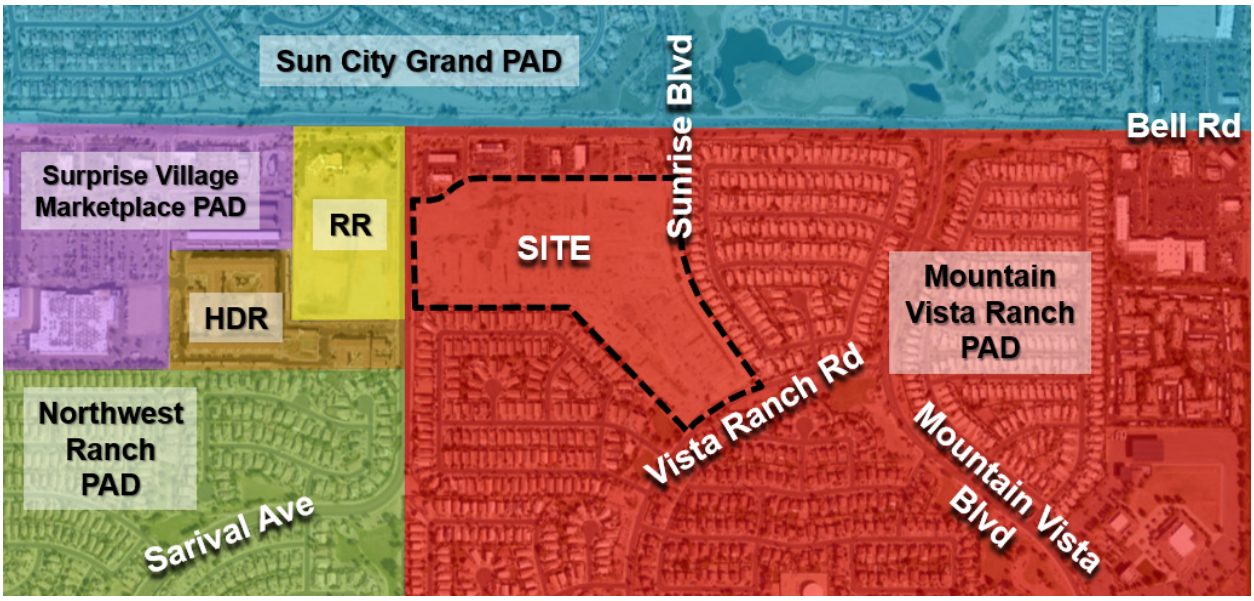
Case:	**FS20-234**
Project Name:	Bungalows at Mountain Vista Ranch
Council District:	5 - Palm
Meeting Date:	**August 18, 2020**
Planner:	Hobart Wingard

Owner:	Westfield Commons, LLC
Applicant:	Mark Reddie of RVI Planning and Landscape Architecture on behalf of Westfield Commons, LLC
Request:	Major Planned Area Development (PAD) Zone Change to rezone 11.2 acres from Community Commercial (C2-PAD) to High Density Residential (HDR-PAD) and to provide development standards for one, two, and three-bedroom attached and detached rental products on the overall 29.8-acre site.
Site Location:	South of the southeast corner of Bell Road and Sarival Avenue
Dwelling Units:	339 units
Site Size:	Rezone of 11.2 acres and development standards for the 29.8-acre overall site
Density:	11.4 DU/Ac
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	Refer to the Citizen Review Participation Report
Commission Recommendation:	Unknown as of the writing of this report

Project Description:

Mark Reddie of RVI Planning and Landscape Architecture on behalf of Westfield Commons, LLC, requests a modification of the Mountain Vista Ranch PAD to rezone 11.2 acres from Community Commercial (C2-PAD) to High Density Residential (HDR-PAD) and to provide development standards for one, two, and three-bedroom detached and attached rental products over the entire 29.8-acre site. The proposed Zone Change is in conjunction with a related Site Plan and Final Plat, which is currently under review under separate cover. Both requests anticipate the eventual development of the property into a 339-unit multifamily community although only the merits of the zone change are discussed in this report.

Surrounding Land Zoning:



Residential Ranch (RR)	Mountain Vista Ranch Community Commercial (CC-PAD)	Mountain Vista Ranch Low Density Residential (LDR-PAD)
Residential Ranch (RR)	**Mountain Vista Ranch PAD**	Mountain Vista Ranch Low Density Residential (LDR-PAD)
High Density Residential (HDR)	Mountain Vista Ranch Low Density Residential (LDR-PAD)	Mountain Vista Ranch Low Density Residential (LDR-PAD)

Background:

June 20, 1984: The subject properties were annexed into the City of Surprise via Ordinance 84-03.

July 28, 1994: The Mountain Vista Ranch PAD was approved by the City Council under Case PAD94-002.

May 28, 1998: The Mountain Vista Ranch PAD was amended to accommodate a multifamily project under Case PADA97-124.

July 17, 2007: A site plan for Castellina Condos was approved by the Planning and Zoning Commission under Case SP06-369. The site plan has since expired.

PADA07-011: A PAD amendment reorienting commercial and multifamily zoned properties was administratively approved under Case PADA07-011.

October 24, 2019: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR19-706.

March 4, 2020: The applicant hosted a preliminary outreach meeting to discuss the project.

April 1, 2020: The applicant filed a request for a major PAD amendment to rezone 11.2 acres from Community Commercial (C2-PAD) to High Density Residential (HDR-PAD) and to provide development standards over the entire 29.8-acre site under case FS20-234, the subject case.

July 8, 2020: The applicant held a neighborhood outreach meeting to discuss the project.

August 6, 2020: The Planning and Zoning Commission will consider the subject request. The results of the hearing are unknown as of the writing of this report.

Citizen Outreach:

As noted above, the applicant held Citizen Review meetings on March 4, 2020 and July 8, 2020. The concerns provided by residents include opposition to extending Sunrise Boulevard to Vista Ranch Road and the effect the home will have on traffic volumes on Bell Road and Sarival Avenue. Refer to the Citizen Participation Report.

Analysis and Discussion:

The proposed Major PAD Amendment will rezone 11.2 acres of the approximately 640-acre Mountain Vista Ranch PAD from Community Commercial (C2-PAD) to High Density Residential (HDR-PAD). The modifications will provide a density of 11.4 DU/Ac for the overall multifamily community.

The Major PAD Amendment will also modify development standards on the entire 29.8-acre site to accommodate a detached and attached High Density Residential (HDR) product similar to a Christopher Todd multifamily community type development. The proposed modifications are outlined below.

Development Standards Table:

A modification to the High Density Residential (HDR-PAD) standards will accommodate detached apartments similar to the Christopher Todd multi-family product:

HDR-PAD Multifamily Development Standards	
Minimum Lot Area Per Unit	3,000 square feet
Minimum Dwelling Unit Separation	Minimum dwelling unit separation to be 10 feet apart except for attached duplex units.
Minimum Building Separation	10 feet for dwelling units and 5 feet for garages.
Maximum Building Height	26 feet
Sarival Avenue (West)	20 feet
Private Access Road (North)	15 feet
Sunrise Blvd (East)	15 feet
South Perimeter	20 feet – Rear yards are permitted in required landscape setback.
North Perimeter (Not adjacent to Road)	20 feet – Rear yards are permitted in required landscape setback.
Perimeter Building and Landscape Setbacks	Rear yards are permitted in required landscape setback.
Required Open Space	900 square foot per unit average – Open space includes a combination of common open space and private outdoor backyards with a minimum of 700 square feet per unit provided as common open space.

Utility and Services Table:

Water:	EPCOR Water
Wastewater:	City of Surprise
School District:	Dysart Unified

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

Reviewing Agencies:

In addition to the standard city reviewing agencies, the Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in the routing of this request and indicated no concerns regarding the request.

Currently, the applicant is working with Dysart Unified School District on a donation agreement for the subject project.

Summary:

The applicant seeks a Major PAD Amendment to rezone 11.2 acres of the overall 29.8-acre multifamily development from Community Commercial (C2-PAD) to High Density Residential (HDR-PAD). The PAD Amendment will also provide development standards to accommodate one, two, and three-bedroom attached and detached rental products on the entire 29.8-acre site. The development standards are included with this PAD Amendment will run with the land unless subsequently amended. The project will have a minimum of 20 percent common open space and approximately 10 percent of private backyard open space. The zone change will result in an overall density of 11.4 DU/Ac.

Findings:

- The proposed PAD Zone Change is consistent with the Surprise General Plan 2035
- The proposed PAD Zone Change will advance the goals and policies of the General Plan.
- The proposed development standards will run with the land and allow the property to be reasonably developed.

Commission Recommendation:

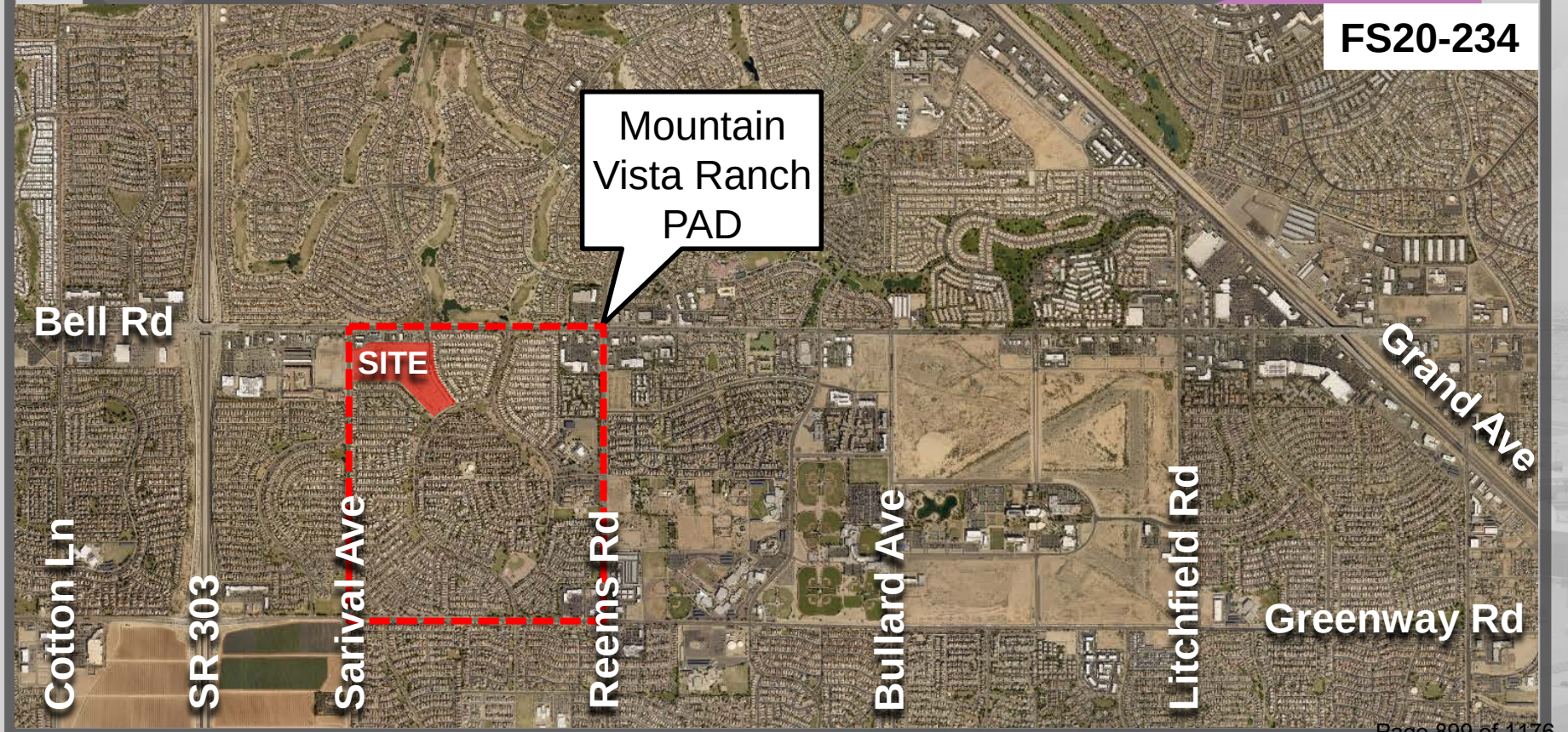
Unknown as of the writing of this report; however, the matter is scheduled for public hearing with the Planning and Zoning Commission on August 6, 2020. Based on the findings noted above, staff is recommending the Commission forward a recommendation of approval of case FS20-234 to the City Council subject to stipulations 'a' and 'b' as follows:

a. Development and use of the site shall be in substantial conformance with the project narrative entitled "Mountain Vista Ranch Planned Area Development Amendment No. 4", prepared by RVI Planning and Landscape Architecture, consisting of 13 pages dated revised June 2020 and stamped received June 5, 2020, except as modified by the following stipulations.
b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Attachments:
01 Vicinity Maps

02 PAD Rezone Document
03 Citizen Participation Report
04 Luke AFB comments
05 Adopting Ordinance 2020-24

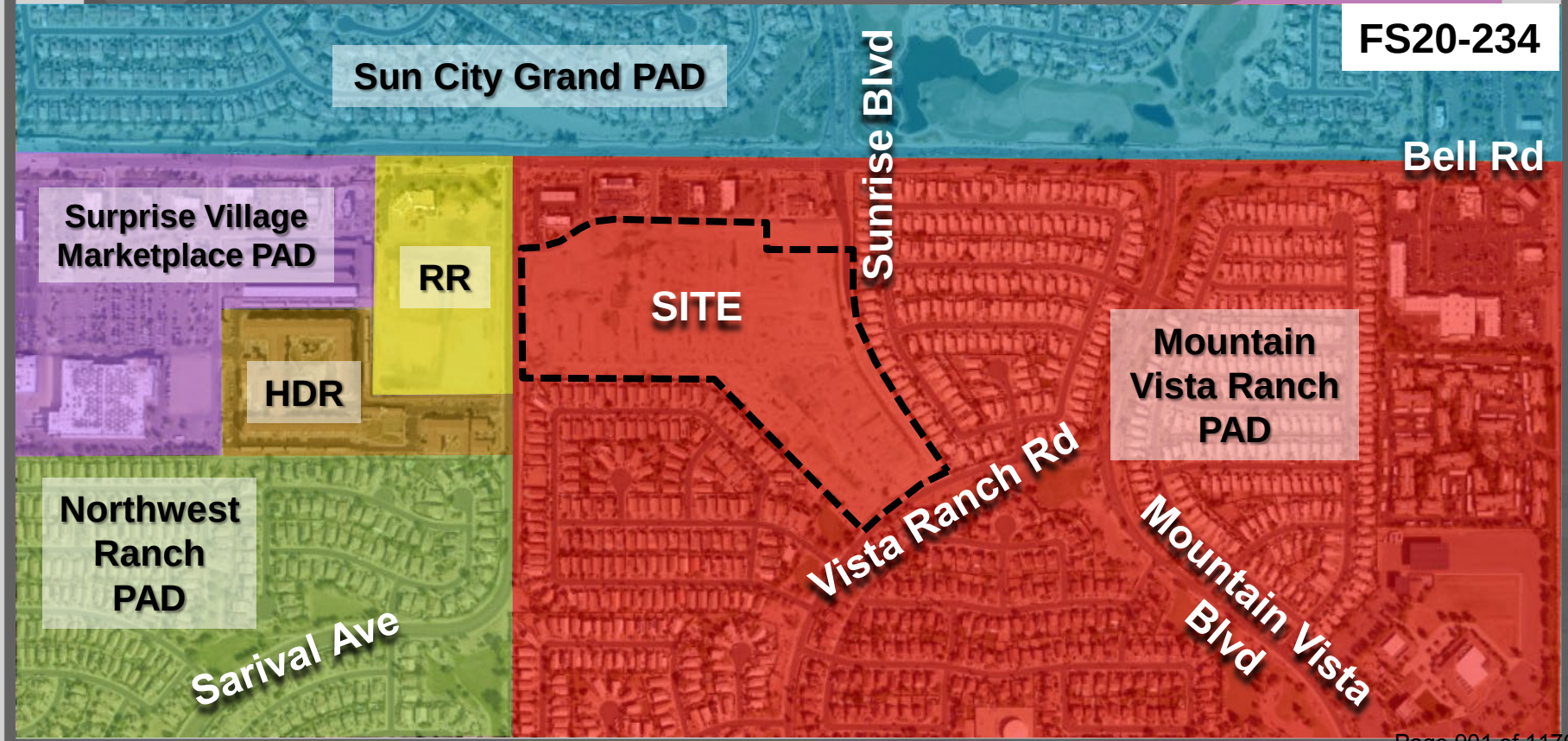
VICINITY MAP



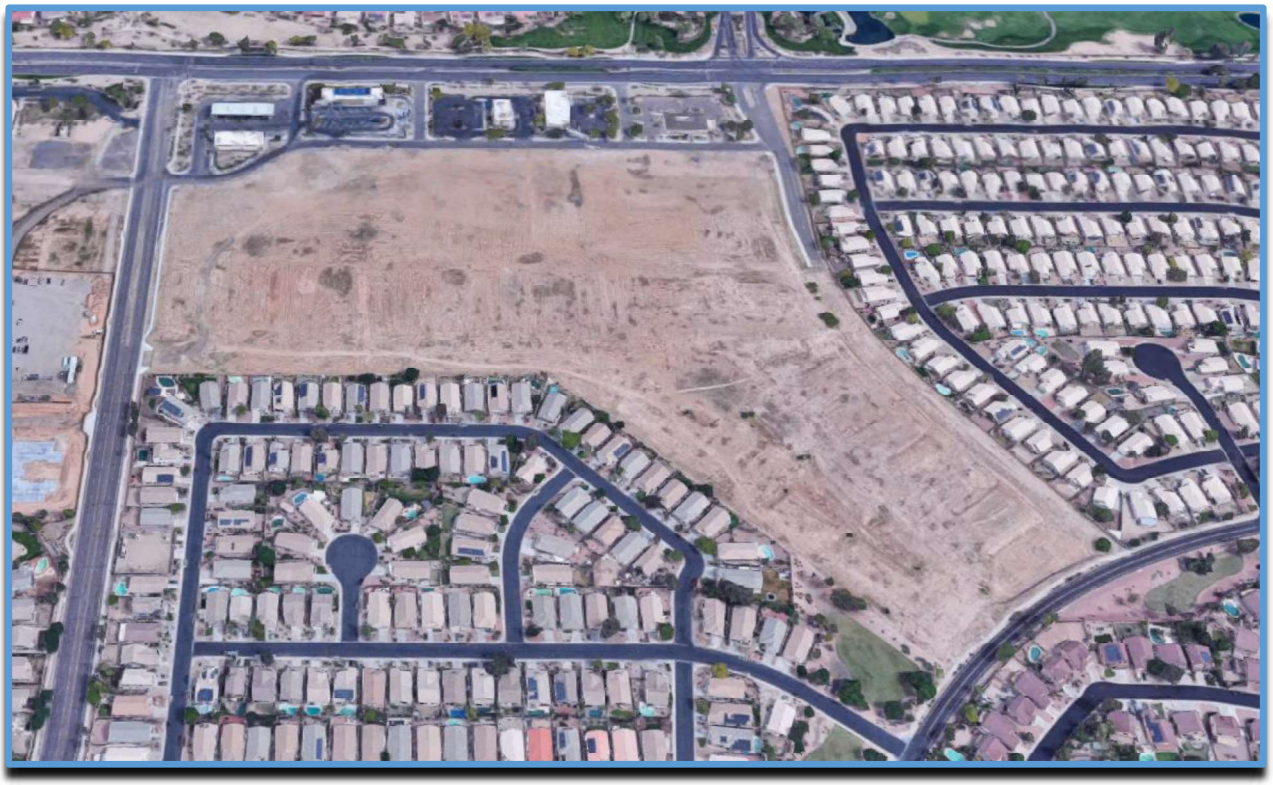
VICINITY MAP



ZONING MAP


FS20-234
Sun City Grand PAD
Sunrise Blvd
Bell Rd
Surprise Village Marketplace PAD
RR
SITE
HDR
Mountain Vista Ranch PAD
Northwest Ranch PAD
Vista Ranch Rd
Mountain Vista Blvd
Sarival Ave

FS20-234 RECEIVED 6-5-2020



Mountain Vista Ranch

Planned Area

Development

Amendment No. 4

Case# FS20-234

Revised June 2020

CELEBRATING 10 YEARS
2009 - 2019

the BUNGALOWS™

RVi

1. Introduction

RVi Planning + Landscape Architecture, on behalf of Advanced Acquisitions, LLC (an affiliate of Cavan Companies), is pleased to submit this PAD Amendment application for the Mountain Vista Ranch PAD to facilitate the development of a new residential community on a 29.8-acre parcel located south of the southeast corner of Bell Road and Sarival Avenue. The property is in the City of Surprise and is comprised of five (5) vacant parcels. The proposed PAD amendment request will change the zoning designation to allow for the development of a residential detached and duplex gated community with one-story rental homes designed in a cluster configuration on a single lot. This PAD Amendment will only apply to the subject parcel and will not impact any other parcels within the existing approved Mountain Vista Ranch PAD.

2. Site Location

The Mountain Vista Ranch Planned Area Development (PAD) consists of approximately 548 gross acres and is designated for a mix of commercial, residential, and open space uses. The Site is located within the most recently amended area of the PAD (PADA07-011) that shows a combination of C-2 Commercial PAD and HDR Multi Family PAD zoning designations. The property is currently vacant with relatively flat topography. However underground utilities have been installed in anticipation of a previous development plan that never went vertical. The approved plan has since expired and a majority of the underground utilities will need to be removed and/or relocated to support the new development plan, with the exception of a publicly dedicated sewer line and associated easement that runs through the property from the north and east of the site. See Figure 1: *Vicinity Map* and Figure 2: *Mountain Vista Ranch PAD Existing Land Use*, below for a visual depiction of the Site's location and current land use designation.



Figure 1: *Vicinity Map*

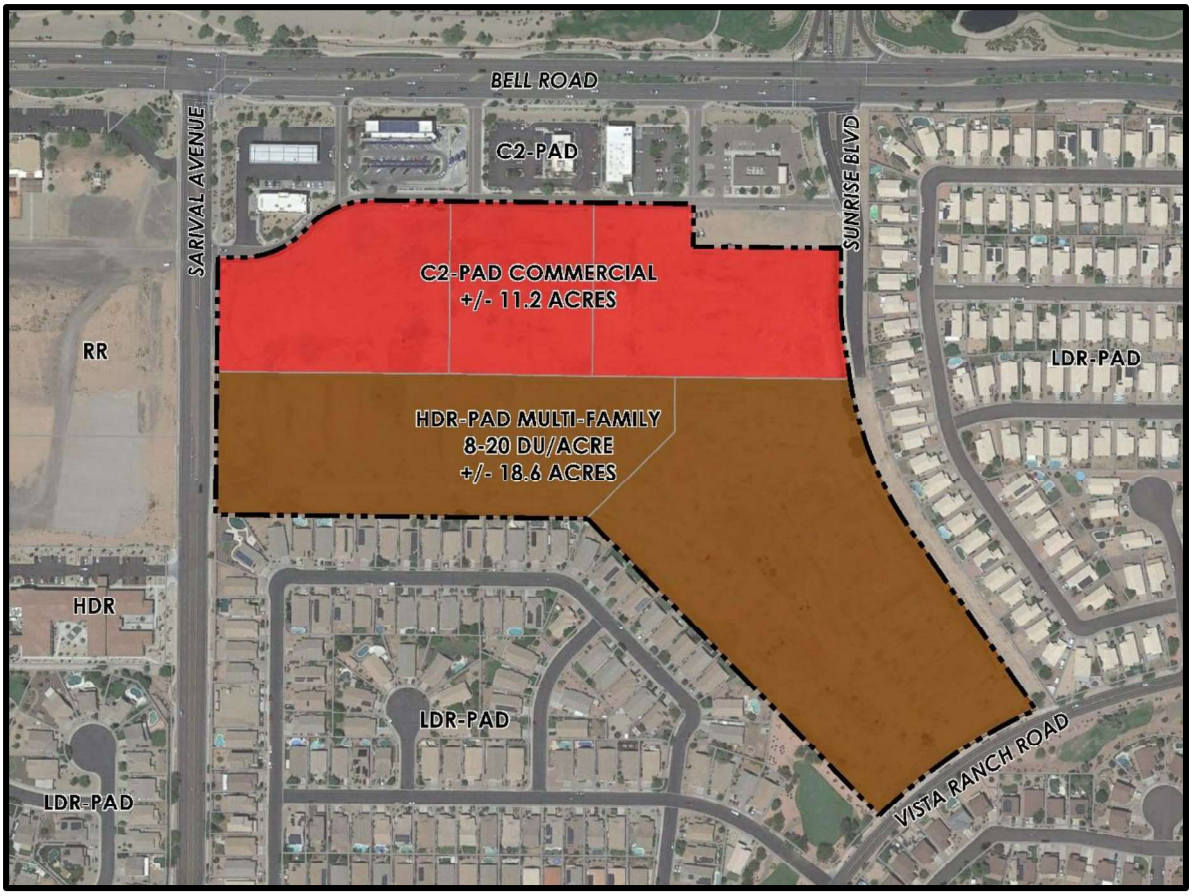


Figure 2: *Mountain Vista Ranch PAD Existing Land Use Map*

3. Community Overview

The site is currently zoned C-2 Commercial PAD and HDR Multi Family PAD which allows for commercial uses on the northern portion and multi-family residential development on the southern portion (See Figure 2: *Mountain Vista Ranch PAD Existing Land Use*). This requested PAD Amendment will modify the land use designation for approximately 11.2-acres of the existing C2 PAD to HDR PAD, and also introduces new HDR Multi Family PAD development standards that will provide appropriate standards for the planned new single-story detached and duplex residential rental community while ensuring similar buffers and standards adjacent to existing uses. See Figure 3, *Mountain Vista Ranch PAD Proposed Land Use Map.* These new standards and provisions do not replace any existing standards or provisions under the current approved PAD, they simply add new development standards and provisions that apply only to the development parcel subject to this amendment. The new additional development standards will allow for a luxury residential rental community to include approximately 339 single-story residential homes with a mix of 1, 2 and 3-bedroom units. The development will have an overall net density of 11.4 du/ac. This is consistent with the 8-20 du/ac density range permitted within the HDR Multi Family District within the Mountain Vista Ranch PAD and the Neighborhood General Plan Land Use designation. The one-bedroom units are duplexes while the two and three-bedroom units are detached. All residential structures are separated by a minimum of 10 feet from each other, similar to single family homes.



Figure 3: *Mountain Vista Ranch PAD Proposed Land Use Map*

The community will be gated and will include an abundance of common open space, including a central project amenity area at the primary entry with a community clubhouse and leasing office, resort-style pool and spa, shaded gathering areas, fire pits, turf lawn, dog park, landscaped areas and/or other active and passive amenities for residents. Additionally, each unit will include a private backyard with additional private open space for the use and enjoyment of residents, providing a nice balance between common and private outdoor living. Overall, the development will include a minimum of 20% -common open space and approximately 10% +/- of additional private open space within the outdoor backyards, a substantial increase of the 7% overall open space requirement defined within the PAD. The exact percentage of common open space will be determined during the site plan review process once the detailed site plan is developed.

Primary access to the Subject Site will include full movement entry from the Commercial Access Road at the northwest portion of the property. This entry will allow both residents and visitors access to the clubhouse and leasing office. The private gates are located east and west of the community clubhouse to allow visitors, deliveries and prospective residents access to parking and the leasing office outside the gates, with private resident access only through the security gates. A second full access resident only location will be provided from S. Sunrise Boulevard at the east side of the property. This access point will be full access for residents only, while visitors will need to access the primary entry off the commercial access road. Gates and a turnaround at this entry will be provided for vehicles that cannot access the gates at this location. Having two full resident access points will

provide better distribution of vehicles into and out of the development, particularly during peak times.

The residential units are designed in a cluster configuration, with typically 4-8 units clustered around a common connected pedestrian courtyard area. Common amenities and open spaces are provided in central locations, including a linear spine through the center of the community, providing easy access for residents to access the central amenity. Each unit also includes a private backyard with a shade tree for additional private outdoor space for residents. These backyards range from 8' deep to 20' deep and cover the entire length of each unit, providing a minimum of 200 square feet per unit.

A connected pedestrian circulation system will be provided so that every unit will be accessible via a sidewalk from their parking space to their unit. Internal sidewalks will also be provided so that all units can access all central amenities within the development. Additionally, at least two pedestrian connections will be provided to the existing commercial development to the north so residents can easily access the commercial property without the need to get in their cars. All common sidewalks that connect from adjacent properties, parking areas and community amenities will be 5' in width as required, while sidewalks that only access individual unit clusters will be 4' in width.

The vehicular circulation and parking plan will comply with the applicable City of Surprise requirements. The proposed parking plan will offer enclosed parking garages, covered space and open public parking that will adequately meet parking demand for residents and visitors. Each residential unit will have one designated carport shaded space or private garage parking space, with all remaining unshaded spaces for residents will additional vehicles and visitors.

Sunrise Boulevard is the roadway planned along the eastern perimeter of the development. In discussion with staff, this roadway right-of-way and cross section will be modified to include a total 55' right-of-way with a modified cross section as shown below in **Figure 4**: *Sunrise Blvd. Cross Section*. All required right-of-way dedications and roadway improvements per the below cross section will be provided as part of this development. Additional off-site and on-site roadway and access improvements will be defined and confirmed during the site planning stage of the development.

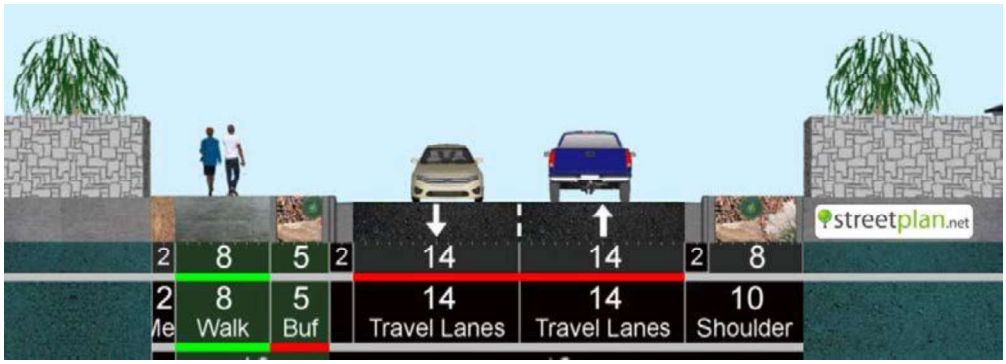


Figure 4: *Sunrise Blvd. Cross Section*

Retention for the community may include a combination of surface storage and underground storage tanks. See **Figure 5**: *Preliminary Site Plan* for a graphic depiction of the proposed site plan for the property. Note this site plan is conceptual only and will be modified as needed to address all site plan comments prior to formal site plan submittal.



Figure 5: *Preliminary Site Plan*

4. Description of Request

This amendment request includes two items:

1. Amend approximately 11.2-acres of C-2 PAD land use designation to HDR PAD.
2. Add new development standards to the HDR PAD for the Subject Site.

Per the Mountain Vista Ranch Master Land Use Plan, the site is zoned PAD with a combination of C-2 Commercial & HDR Multi Family. The first items within this request is to modify the land use designation from the C-2 PAD portion of the property to HDR PAD to allow the entire site to develop as multi-family residential.

The second item within this request is to amend development standards associated with the proposed development project. The Mountain Vista Ranch PAD includes HDR Multi Family development standards for traditional multi-story garden-style high density residential developments and for zero lot line developments but does not include development standards for the single lot, single story detached and duplex residential rental community as proposed for the Subject Site. As such, this PAD Amendment identifies an additional set of HDR Multi Family development standards that will be applicable to the new proposed use for the Subject Site. These development standards will not replace

any existing development standards but will provide an additional set of standards that have been designed to respond to the needs of a new development plan and product type, while establishing adequate buffers to surrounding parcels and developments. See Table 1: *HDR Multi Family Development Standards* below.

Table 1: HDR PAD Multi Family Development Standards Comparison		
STANDARD	***EXISTING PAD STANDARD***	***PROPOSED PAD STANDARD***
Min. Lot Area (Per Unit)	2,000 sf	3,000 sf
Min. Dwelling Unit Separation	20‘	10' *(1, 2)*
Min. Building Separation	20'	10’ for dwelling unit, 5’ for garages
Max. Building Height	35’	26'
Perimeter Building & Landscape Setbacks *(3)*		
Sarival Ave. (West)	Per code	20’
Commercial Access Road (North)	Per code	15’
Sunrise Blvd. (East)	Per code	15’
South Perimeter	Per code	20’ *(3)*
North Perimeter (where not adjacent to road)	Per code	20’ *(3)*
Open Space		
Required Open Space	300 sf/unit avg.	900 sf/unit avg. (4)

Footnotes to Table 1:

(1) Minimum dwelling unit separation to be 10’ apart except for attached duplex units and accessory and garage structures.

(2) Non-residential walls located less than 10’ apart to be fire rated as required by the fire code.

(3) Rear yards are permitted in required landscape setback with a minimum of 1 tree per yard.

(4) Open space includes a combination of common open space and private outdoor backyards, with a minimum of 700 square feet per unit provided as common open space.

Appendix A: ALTA Survey

FS20-234 RECEIVED 4-1-2020

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

OF

A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

TITLE REFERENCE

THIS SURVEY IS BASED UPON THE TITLE COMMITMENT PREPARED BY PREMIER TITLE AGENCY A MOTHER LODE COMPANY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. A-113507, DATED NOVEMBER 25, 2019.

HILGARTWILSON, LLC HAS RELIED SOLELY UPON THE INFORMATION CONTAINED WITHIN THE TITLE COMMITMENT AND SCHEDULE B DOCUMENTS PROVIDED BY PREMIER TITLE AGENCY A MOTHER LODE COMPANY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS LISTED HEREON. HILGARTWILSON, LLC AND JOHN W. MARSHALL (RLS) MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT REPORT.

LEGAL DESCRIPTION

PARCEL NO. 1:

A PORTION OF LOT 5, OF WESTFIELD COMMONS SUBDIVISION, ACCORDING TO BOOK 863 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA AND THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 6;
THENCE SOUTH 00 DEGREES 31 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 983.72 FEET;
THENCE SOUTH 89 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 55.00 FEET TO THE NORTHWEST CORNER OF MOUNTAIN VISTA RANCH PARCEL 14, A SUBDIVISION RECORDED IN BOOK 476 OF MAPS, PAGE 16 AT THE OFFICE OF THE MARICOPA COUNTY RECORDER, SAID POINT ALSO BEING THE **POINT OF BEGINNING;**
THENCE NORTH 00 DEGREES 31 MINUTES 56 SECONDS EAST, BEING PARALLEL WITH AND 65.00 FEET EAST OF SAID WEST LINE, A DISTANCE OF 318.72 FEET;
THENCE SOUTH 89 DEGREES 24 MINUTES 05 SECONDS EAST, BEING PARALLEL WITH AND 665.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,407.02 FEET;
THENCE NORTH 81 DEGREES 25 MINUTES 55 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 81 DEGREES 28 MINUTES 55 SECONDS, A DISTANCE OF 750.00 FEET;
THENCE SOUTHERLY 343.52 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST, THROUGH A CENTRAL ANGLE OF 26 DEGREES 14 MINUTES 34 SECONDS;
THENCE SOUTH 34 DEGREES 45 MINUTES 38 SECONDS EAST, A DISTANCE OF 507.33 FEET TO A POINT ON THE NORTHERLY 30.00 FOOT RIGHT-OF-WAY LINE OF VISTA RANCH ROAD, AS SHOWN ON VISTA RANCH PARCEL 7, A SUBDIVISION RECORDED AT BOOK 441 OF MAPS, PAGE 10, MARICOPA COUNTY RECORDS, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 21 DEGREES 18 MINUTES 24 SECONDS EAST, A DISTANCE OF 1,175.00 FEET;
THENCE SOUTHWESTERLY 474.22 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF WAY, BEING CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 23 DEGREES 07 MINUTES 27 SECONDS;
THENCE NORTH 44 DEGREES 25 MINUTES 53 SECONDS WEST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 14, A DISTANCE OF 934.53 FEET;
THENCE NORTH 89 DEGREES 24 MINUTES 05 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 14, A DISTANCE OF 834.28 FEET TO THE **POINT OF BEGINNING.**

ALSO KNOWN AS LOT 1 OF LOT COMBINATION RECORDED IN BOOK 1006, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA.

(SEE NOTE #12 HEREON)

PARCEL NO. 2:

TRACT A, OF WESTFIELD COMMONS SUBDIVISION AMENDED, ACCORDING TO BOOK 954 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AFFIDAVIT OF CORRECTION RECORDED ON DOCUMENT NO. 2008-733200 AND AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. 2008-1064426.

PARCEL NO. 3:

LOTS 6, 7 AND 8, OF WESTFIELD COMMONS SUBDIVISION AMENDED, ACCORDING TO BOOK 954 OF MAPS, PAGE 5, AND AFFIDAVIT OF CORRECTION IN RECORDING NO. 2008-0733200 AND AFFIDAVIT OF CORRECTION IN RECORDING NO. 2008-1064426, RECORDS OF MARICOPA COUNTY, ARIZONA,

EXCEPT THAT PORTION OF LOT 8, OF WESTFIELD COMMONS SUBDIVISION AMENDED, ACCORDING TO BOOK 954 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8;
THENCE SOUTH 17 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 8, A DISTANCE OF 52.41 FEET TO THE BEGINNING OF A TANGENT CURVE;
THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTHERLY 15.42 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 40 MINUTES 01 SECONDS;
THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00 DEGREES 31 MINUTES 55 SECONDS WEST, A DISTANCE OF 31.40 FEET;
THENCE LEAVING SAID EASTERLY LINE, NORTH 89 DEGREES 24 MINUTES 05 SECONDS WEST, BEING PARALLEL WITH AND 98.49 FEET SOUTH OF THE NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 322.24 FEET;
THENCE NORTH 00 DEGREES 35 MINUTES 55 SECONDS EAST, A DISTANCE OF 98.49 FEET TO A POINT ON SAID NORTHERLY LINE;
THENCE SOUTH 89 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 313.86 FEET TO THE **POINT OF BEGINNING.**

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF:
0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 0401J1221L, PANEL NUMBER 1220 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

REFERENCE DOCUMENTS

1. FINAL PLAT OF MOUNTAIN VISTA RANCH PARCEL 10 PER BOOK 417, PAGE 34, M.C.R.
2. FINAL PLAT OF MOUNTAIN VISTA RANCH PARCEL 15 PER BOOK 475, PAGE 23, M.C.R.
3. FINAL PLAT OF MOUNTAIN VISTA RANCH PARCEL 7 AMENDED PER BOOK 475, PAGE 47, M.C.R.
4. FINAL PLAT OF MOUNTAIN VISTA RANCH PARCEL 14 PER BOOK 476, PAGE 16, M.C.R.
5. RECORD OF SURVEY PLSS SUBDIVISION (GDACS) PER BOOK 661, PAGE 18, M.C.R.
6. PLSS SUBDIVISION RECORD OF SURVEY (GDACS) PER BOOK 688, PAGE 41, M.C.R.
7. FINAL PLAT OF WESTFIELD COMMONS SUBDIVISION PER BOOK 863, PAGE 47, M.C.R.
8. FINAL PLAT OF WESTFIELD COMMONS SUBDIVISION AMENDED PER BOOK 954, PAGE 05, M.C.R.
9. LOT COMBINATION FOR "CASTELLINA APARTMENTS" PER BOOK 1006, PAGE 02, M.C.R.
10. RESULTS OF SURVEY FOR CIRCLE K STORES, INC. PER BOOK 1038, PAGE 27, M.C.R.
11. 3RD AMENDED PLSS SUBDIVISION RECORD OF SURVEY PER BOOK 1049, PAGE 26, M.C.R.
12. RESULTS OF SURVEY PER BOOK 1078, PAGE 44, M.C.R.

SCHEDULE "B" - EXCEPTIONS (F)

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I –REQUIREMENTS ARE MET.

2. RESERVATIONS OR EXCEPTIONS IN PATENT OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.

3. WATER RIGHTS, CLAIMS OR TITLE TO WATER, AND AGREEMENTS, COVENANTS, CONDITIONS OR RIGHTS INCIDENT THERETO, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

4. SECOND HALF TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LIEN PAYABLE, BUT NOT YET DUE FOR THE YEAR 2019.

5. EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS, SET BACK LINES AND ALL OTHER MATTERS AS SET FORTH ON THE PLAT OF WESTFIELD COMMONS SUBDIVISION AMENDED, RECORDED IN BOOK 954 OF MAPS, PAGE 5, AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. 2008-733200, AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. 2008-1064426, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN. **(SHOWN)**

6. EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS, SET BACK LINES AND ALL OTHER MATTERS AS SET FORTH ON THE PLAT OF WESTFIELD COMMONS, RECORDED IN BOOK 863 OF MAPS, PAGE 47, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN. **(NOT SHOWN – SUPERCEDED BY BOOK 954, PAGE 05, M.C.R.)**

7. SECTION CORNERS, STREET RIGHT OF WAYS, MONUMENT MARKERS, COORDINATES, COURSES, DISTANCES AND OTHER MATTERS AS SET FORTH ON LOT COMBINATION RECORDED IN BOOK 1006 OF MAPS, PAGE 2. **(SHOWN)**

8. SECTION CORNERS, STREET RIGHT OF WAYS, MONUMENT MARKERS, COORDINATES, COURSES, DISTANCES AND OTHER MATTERS AS SET FORTH ON RECORD OF SURVEY RECORDED IN BOOK 1488 OF MAPS, PAGE 43. **(SHOWN)**

9. TERMS, RESTRICTIONS, COVENANTS, CONDITIONS, LIABILITIES AND OBLIGATIONS CONTAINED IN AN INSTRUMENT ENTITLED SEWER, WATER AND DRAINAGE EASEMENT, RECORDED JULY 20, 2004, IN DOCUMENT NO. 2004-828262. **(SHOWN)**

10. TERMS, RESTRICTIONS, COVENANTS, CONDITIONS, LIABILITIES AND OBLIGATIONS CONTAINED IN AN INSTRUMENT ENTITLED MEMORANDUM OF WESTFIELD COMMONS SUBDIVISION AMENDED DEVELOPMENT AGREEMENT, RECORDED APRIL 4, 2008, IN DOCUMENT NO. 2008-298014. **(NOT SHOW – AGREEMENT – NOTHING PLOTTABLE)**

11. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, INCLUDING BUT NOT LIMITED TO ANY RECITALS CREATING EASEMENTS OR PARTY WALLS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN CONTAINED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2008-829625, AND THEREAFTER SUPPLEMENT RECORDED IN DOCUMENT NO. 2008-830208, AND THEREAFTER SUPPLEMENT RECORDED IN DOCUMENT NO. 2008-756425. **(NOT SHOWN – BLANKET IN NATURE – COVERS PARCEL NO.S 2 AND 3)**

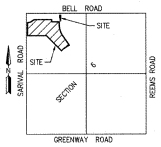
12. EASEMENT FOR UTILITIES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT NO. 2008-960714. **(SHOWN)**

13. EASEMENT FOR UTILITIES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT NO. 2008-960718. **(SHOWN)**

14. EASEMENT FOR UTILITIES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT NO. 2009-077756. **(SHOWN)**

15. TERMS, RESTRICTIONS, COVENANTS, CONDITIONS, LIABILITIES AND OBLIGATIONS CONTAINED IN AN INSTRUMENT ENTITLED GRANT OF EASEMENT, RECORDED MAY 7, 2009, IN DOCUMENT NO. 2009-410439. **(CENTERLINE SHOWN – NO WIDTH GIVEN – APPROXIMATE LOCATION)**

16. ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON AN UNRECORDED AGREEMENT, CONTRACT OR LEASE, THAT MAY BE DISCLOSED BY INSPECTION AND INVESTIGATION.



VICINITY MAP
NOT TO SCALE

OWNER/CLIENT

ADVANCED ACQUISITIONS, LLC
15300 N. 90TH STREET, SUITE 200
SCOTTSDALE, ARIZONA 85260
CONTACT: MR. JON HAMEL

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: JOHN W. MARSHALL, RLS

BASIS OF BEARING

BASIS OF BEARING IS S89°24'05"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

NOTES

1. AREA IS 1,301,203 SQ. FT. OR 29.8715 ACRES MORE OR LESS.
2. THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT ALL OF THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION PROVIDED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES. (TABLE A, ITEM #11, & #21 IN REFERENCE TO VISIBLE SURFACE UTILITIES)
3. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF SURVEY AND ALL PARTIES LISTED IN THE SURVEYORS CERTIFICATION. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS WITHOUT WRITTEN PERMISSION OF THE SURVEYOR.
4. THIS SURVEY IS VALID ONLY WHEN BEARING SEAL AND SIGNATURE OF SURVEYOR.
5. THIS SURVEY IS BASED ON FIELD WORK LAST PERFORMED BY HILGARTWILSON, LLC IN JANUARY, 2020. SITE CONDITIONS THAT MAY HAVE CHANGED SUBSEQUENT TO FIELD WORK WILL NOT BE REFLECTED HEREON.
6. THE INTENT OF THIS SURVEY IS NOT TO CREATE AN ILLEGAL LAND SPLIT PER THE APPLICABLE ARIZONA LAW AND/OR STATUTES.
7. THE POTENTIAL BUYER(S) OF THIS SITE IS HEREBY ADVISED THAT THIS SITE MAY BE SUBJECT TO ARIZONA PLATTING LAWS PRIOR TO THE DEVELOPMENT OF THIS SITE.
8. KNOWN SITE ADDRESS IS 16081 W. BELL ROAD, SURPRISE ARIZONA, 85374. (TABLE A, ITEM #2)
9. THIS SURVEY IS LIMITED TO SURFACE AND ABOVE SURFACE OBSERVATIONS OF EXISTING UTILITIES. NO UNDERGROUND UTILITY INFORMATION IS SHOWN HEREON. (TABLE A, ITEM #11)
10. THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (TABLE A, ITEM #16)
11. THERE ARE NO KNOWN WETLAND AREAS AS DELINEATED BY A QUALIFIED SPECIALIST. (TABLE A, ITEM #18)
12. A PORTION OF PARCEL NO. 1 OF THE LEGAL DESCRIPTION AS SHOWN ON THE TITLE REPORT PROVIDED IS NOT A PART OF THIS SURVEY. SAID PORTION OVERLAPS THE PUBLICLY DEDICATED RIGHT-OF-WAY KNOWN AS 160TH AVENUE AS SHOWN ON THE FINAL PLAT OF WESTFIELD COMMONS SUBDIVISION AMENDED, PER BOOK 954, PAGE 05, M.C.R.
13. THERE ARE EXISTING UNDERGROUND UTILITY LINES AND UTILITY IMPROVEMENTS LOCATED ON THE SITE THAT HAVE NO KNOWN EASEMENTS PROVIDED TO THE SURVEYOR BY EITHER THE OWNER OR THE TITLE COMPANY.
14. ALL ADJACENT PROPERTY OWNERS AS SHOWN PER TABLE ON SHEET 2. (TABLE A, ITEM #13)

SURVEYOR'S CERTIFICATION

TO:

1. WESTFIELD COMMONS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS TO PARCEL NO'S. 1 AND 2
2. CASTELLINA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS TO PARCEL NO. 3
3. PREMIER TITLE AGENCY AND ITS UNDERWRITER, FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR A.L.T.A./N.S.P.S. LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11, 13, 16, 18, AND 21 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED IN JANUARY, 2020.

JOHN W. MARSHALL
RLS# 53151
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
jmarshall@hilgartwilson.com



NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

REV.:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | PHOENIX, AZ 85016
P: 602.490.0535 | F: 602.368.2436
www.hilgartwilson.com

BELL & SARIVAL
SOUTHEAST CORNER OF BELL ROAD & SARIVAL ROAD
SURPRISE, ARIZONA

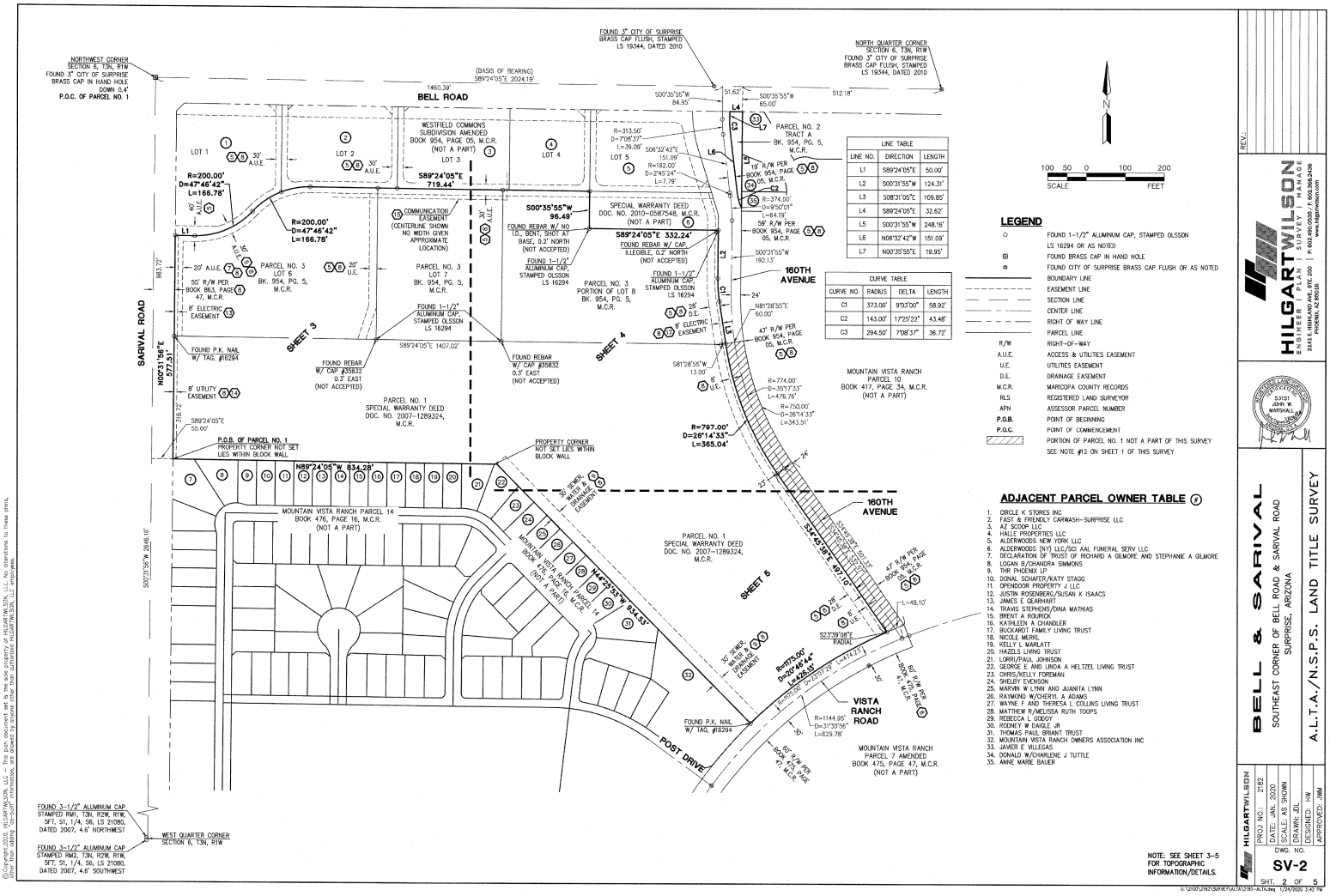
A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON	
PROJ NO.:	2182
DATE:	JAN. 2020
SCALE:	AS SHOWN
DRAWN:	JDL
DESIGNED:	HW
APPROVED:	JWM

DWG. NO.
SV-1
SHT. 1 OF 5

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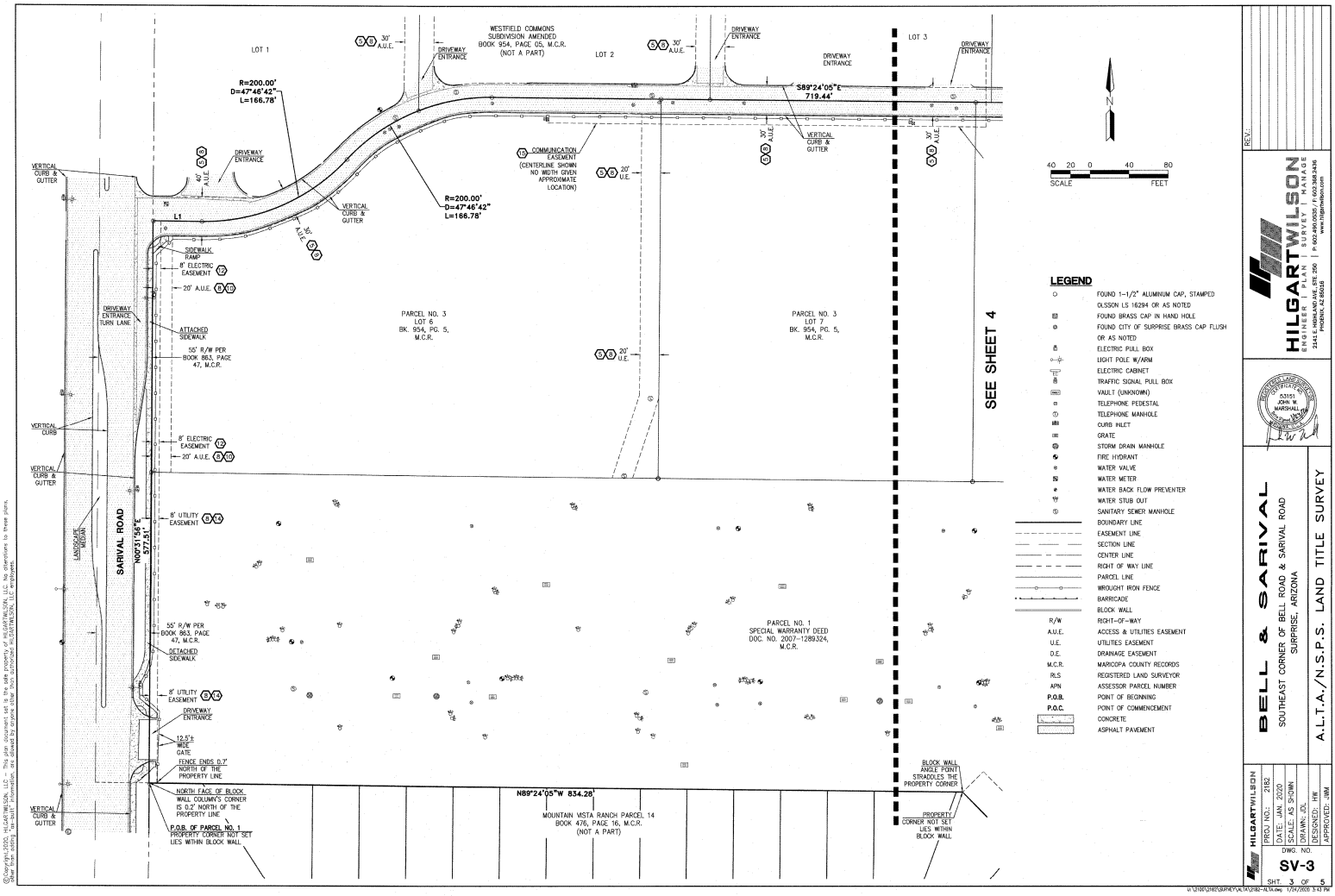
BELL & SARIVAL
SOUTHEAST CORNER OF BELL ROAD & SARIVAL ROAD
SURPRISE, ARIZONA
A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON
PROJ NO.: 2182
DATE: JAN. 2020
SCALE: AS SHOWN
DRAWN: JDL
DESIGNED: HW
APPROVED: WM

DWG. NO.
SV-2
SHT. 2 OF 5

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53151
JOHN W. MARSHALL
REGISTERED LAND SURVEYOR

BELL & SARIVAL

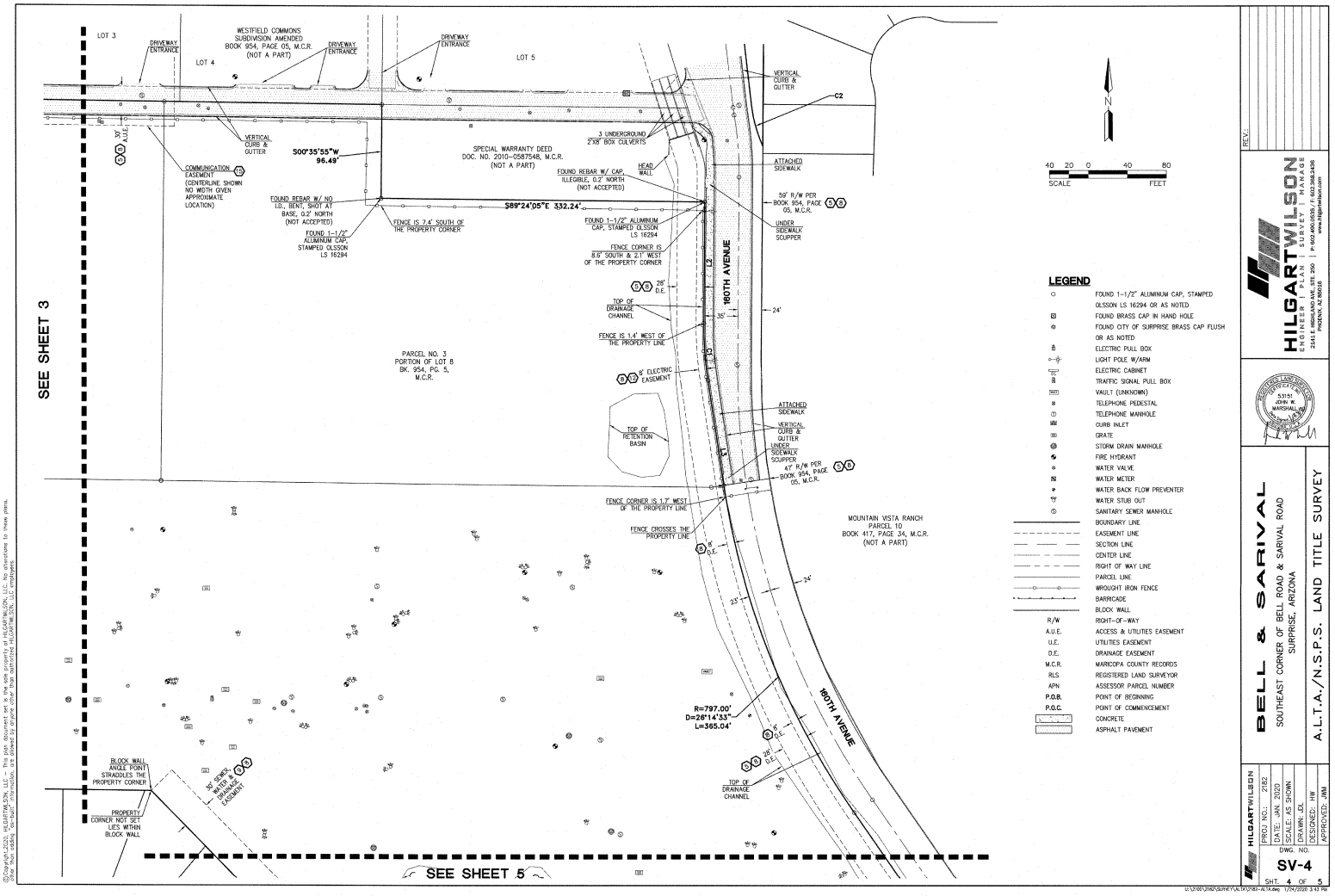
SOUTHEAST CORNER OF BELL ROAD & SARIVAL ROAD
SURPRISE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

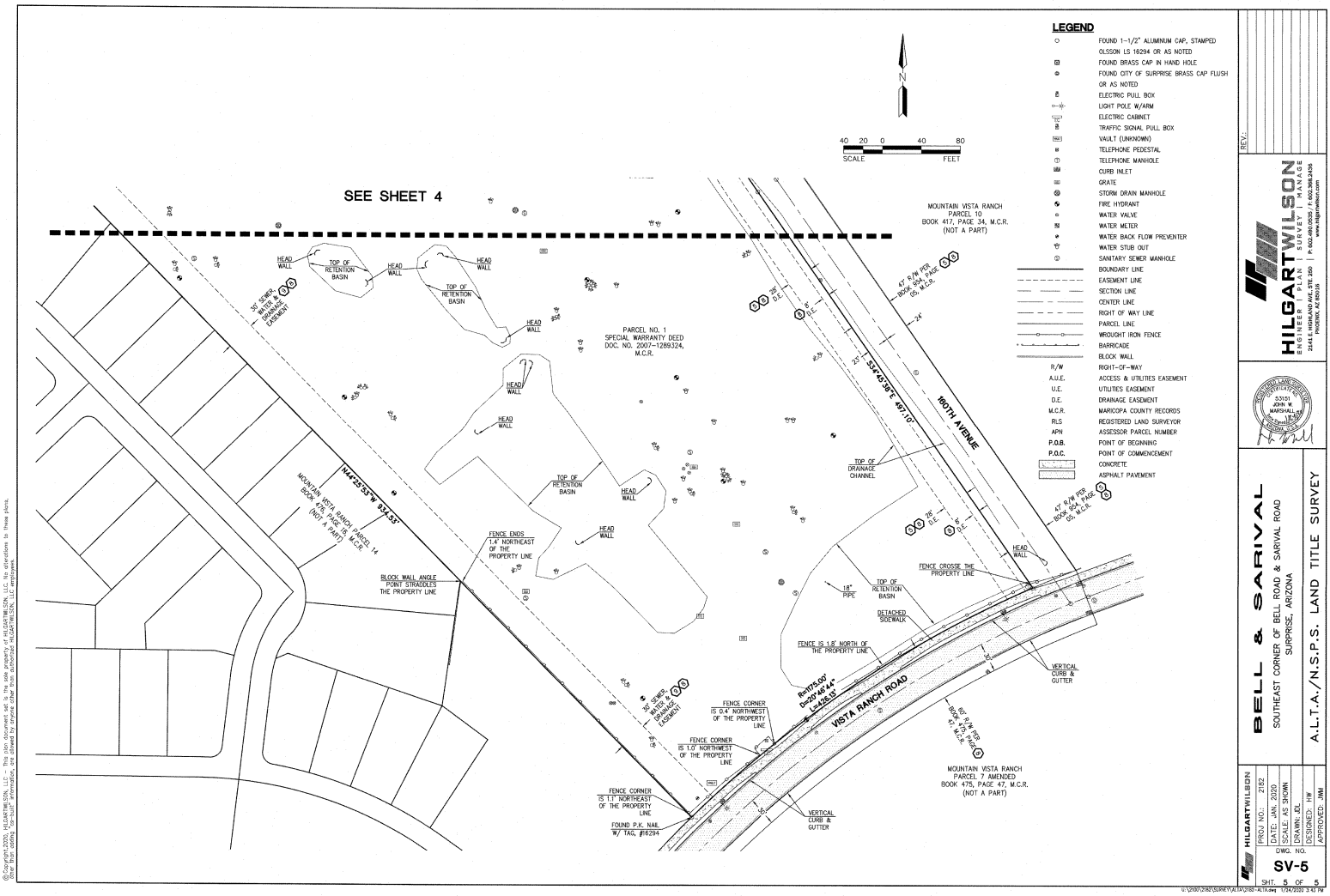
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PROJ. NO.:	2182
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DESIGNED:	HW
APPROVED:	JWM

DWG. NO.
SV-3

SHT. 3 OF 5



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EXPIRES 12/31/20
53151
JOHN W. MARSHALL
REGISTERED LAND SURVEYOR

BELL & SARIVAL

SOUTHEAST CORNER OF BELL ROAD & SARIVAL ROAD
SURPRISE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON	
PROJ NO.:	2182
DATE:	JAN. 2020
SCALE:	AS SHOWN
DRAWN:	JDL
DESIGNED:	HW
APPROVED:	JWM
DWG. NO.	SV-5
SHT.	5 OF 5

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CITIZEN PARTICIPATION REPORT

THE BUNGALOWS AT BELL & SARIVAL,
MOUNTAIN VISTA RANCH PAD AMENDMENT No. 4
CITY OF SURPRISE

Property Location:
South of the southeast corner of Bell Road and Sarival Avenue

Prepared by:
RVi Planning + Landscape Architecture
120 E. Ash Ave.
Tempe, AZ 85281

Prepared For:
City of Surprise

Case: FS20-234

July 15, 2020

Project Summary

RVi Planning + Landscape Architecture, on behalf of Advanced Acquisitions, LLC (an affiliate of Cavan Companies), is pleased to submit this PAD Amendment application for the Mountain Vista Ranch PAD to facilitate the development of a new residential community with Surprise. The proposed PAD amendment request will change the zoning designation to allow for the development of a residential detached and duplex gated community with one-story rental homes designed in a cluster configuration on a single lot. See the *Project Narrative* for a complete description of this request.

The site is currently zoned with a mix of C-2 (Commercial) and HDR (Multi-family). As shown on *Existing and Proposed Zoning Exhibit*, below, this request seeks to rezone the entirety of the Site to HDR (multi-family). This request is consistent with the Site's existing General Plan land use designation of "Neighborhood".



Figure 1: Existing & Proposed Zoning Map

This zone change will allow for the development of a 339-unit residential community. The Site's main access will be off the Commercial Access Road at the northwest portion of the property with a secondary, resident-only access off S. Sunrise Boulevard. This will be a gated, single-story, luxury rental community with 1, 2, and 3 bedroom detached and duplex residential units. The residential units are designed in a cluster configuration, with typically 4-8 units clustered around a common connected pedestrian courtyard area. The community features private yards for all residences as well as three community amenity areas with a community center/leasing office, resort-style pool and spa, dog park, fire pits, turf lawns and seating areas.

As part of the City’s review process, staff is requiring the developer to providing a roadway connection along Sunrise Boulevard from its current terminus south of Bell Road to W. Vista Ranch Road. While the proposed development does not require this road to extend south past the proposed secondary access point on Sunrise Boulevard for access, the City has indicated this connection is critical to overall

circulation within the area, and has required that it be provided. However, while originally designated as a collector road, the City has agreed to a reduce roadway section consistent with a modified local street standard, so less right-of-way and pavement will be required. The cross section for this roadway is provided on Page 4 of the Project Narrative.



Figure 2: Conceptual Development Plan

Summary of Neighborhood Outreach Efforts

The development team understands the importance of reaching out to area residents and proactively working with neighborhood stakeholders to gain their feedback and address any potential site plan concerns. The development team presented the site plan and application request to area residents at two neighborhood meetings. In these meetings, residents had the opportunity to view the proposed rezoning and site plan concepts and voice their thoughts and concerns. The development team recorded this feedback and worked to incorporate it into subsequent site plan iterations. While we understand that not everyone will be fully satisfied with the revised plan, we feel that we have made a good faith effort to address as many concerns as possible. Summaries of the neighborhood meetings where the application was presented have been provided below.

MEETING 1: *Initial Presentation to Nearby Neighbors*

Location: Kingswood Elementary School, Library (Media Room)
Date: March 4, 2020
Time: 6:30pm

On March 4, 2020, members of the Development Team held a neighborhood meeting. The meeting was held at 6:30pm in the Library (Media Room) at Kingswood Elementary School. The

purpose of this meeting was to notify the public of the Mountain Vista Ranch PAD Amendment, Site Plan and Final Plat Applications being processed by the City of Surprise and to receive their initial feedback regarding the proposed layout/design. The Site Plan presented included 339 lots on the 30+/-acre site for an overall density of 11.38 dwelling units per acre. In total there were ten community members present, Councilman David Sanders and two (2) members of the City of Surprise Planning Department (Lloyd Abrams and Robert Kuhfuss).

The community members had several comments/concerns primarily pertaining to circulation and pedestrian connection as detailed below. The team members present agreed to address these concerns as the project moves forward.

- **Pathway connection from development and neighboring community to the existing Commercial center to the north.** Additional pedestrian pathways were added to the Site Plan.

- **There was concern about extending Sunrise Boulevard south to Vista Ranch Road.** While the proposed development does not require this road to extend south past the proposed secondary access point on Sunrise Boulevard for access, the City has indicated this connection is critical to overall circulation within the area, and has required that it be provided. However, while originally designated as a collector road, the City has agreed to a reduce roadway section consistent with a modified local street standard, so less right-of-way and pavement will be required.

MEETING 2: *Formal Public Neighborhood Meeting*

Location: Virtual meeting held over Zoom
Date: July 8, 2020
Time: 6:00pm

On July 8th, 2020, members of the Development Team held the official, City-required virtual neighborhood meeting regarding the proposed project via Zoom. The meeting was held at 6:00pm. As this was the official neighborhood meeting, the City of Surprise handled the meeting notification and sent invitations to area residents. Additionally, City Staff posted the neighborhood meeting information in a local newspaper. A double-sided sign was posted on the site alerting area residents to the upcoming meeting.

At this meeting, the development team presented the application request and facilitated a question and answer session where residents could ask questions and share comments regarding the request. In total, 27 community members signed on to attend and approximately 14 of them requested to speak. Additionally, approximately 10 neighbors posted written questions via the meeting chat feature. These written questions were also responded to by the development team. A mix of feedback was received including the following:

- As expressed in the first neighborhood meeting, many neighbors were disappointed that the City is requesting that Sunrise Boulevard be extended to Vista Ranch Road. There is concern that this will generate undesirable traffic adjacent to their community.

- Some neighbors expressed concern that the project is too crowded with too many units. Other neighbors appreciated the product and felt the single-story detached units were a good fit for this location.
- Some neighbors were concerned that the project would generate too much traffic. Others thought the residential use, as opposed to a commercial use, at the north of the site would result in lower traffic generation.
- Neighbors asked the development team questions about the proposed rents, perimeter walls and yards, the project's impact on surrounding property values, whether the project would be part of their HOA (it will not) and whether renters' insurance will be required (it will).

While this was the development team's first time hosting a virtual neighborhood meeting over Zoom, the meeting seemed to go smoothly and residents had the opportunity to participate and voice their comments. Following the meeting, several neighbors thanked the development team for hosting such a smooth meeting.

Dysart Unified School District

The project is located within the boundaries of the Dysart Unified School District. On July 1, 2020 the Development Team reached out to the Dysart Unified School District notifying them of the project. On July 6, 2020 the School District replied with a donation request and the development team is currently reviewing that request.

Sign Posting

Two neighborhood notification signs were posted on the site on June 22, 2020. The signs were revised to include the public hearings dates on July 7, 2020 and were revised again to update the project case number on July 9, 2020. The signs included information about the application request, the case number, and information regarding the official neighborhood meeting (Meeting #2). The sign posting conformed to City of Surprise notification requirements. The sign was later updated to include the upcoming Planning & Zoning and City Council hearing dates once these dates when they were confirmed.

Conclusion

The Bungalows at Bell & Sarival rezoning application and development plan is the result of a concerted effort to engage our neighbors and respond to their comments while maintaining a financially viable community. Over the course of the two neighborhood meetings and additional neighbor correspondence, the development team received a wide array of feedback and the request was adjusted to take that feedback into account. We hope you can support the development plan we worked hard to create.

Attachments

A. Neighborhood Meeting #1 – Outreach Letter
B. Neighborhood Meeting #1 – 300’ Mailing List
C. Neighborhood Meeting #1 – 300’ Mailing Map
D. Neighborhood Meeting #1 – Sign in Sheet
E. Neighborhood Meeting #2 – Affidavit of Neighborhood Notification
F. Affidavits of Sign Posting
G. Neighbor Email Correspondence

Attachment A
Neighborhood Meeting #1 – Outreach Letter

Neighborhood Meeting Notice

February 19, 2020

RE: Bell & Sarival Bungalows

Dear Neighbor,

RVi Planning + Landscape Architecture is representing Advanced Acquisitions, LLC regarding an amendment to the approved Mountain Vista Ranch PAD (PAD94-002, PADA96-005, PAD97-124 & PADA07-011). The subject site is located south of the southeast corner of Bell Road and Sarival Avenue. Our request to the City of Surprise is to amend the subject parcel from C-2 PAD and HDR PAD to all HDR (Multi-Family) PAD for the approximately 29.7-acre property. The proposed development requests will allow for the development of a professionally managed, residential detached and duplex gated community with one-story rental homes designed in a cluster configuration on a single lot. This proposed PAD amendment will allow for up to 350 residential units, for a maximum density of 12 du/ac. (see **Property Location Map** on reverse side for the subject property).

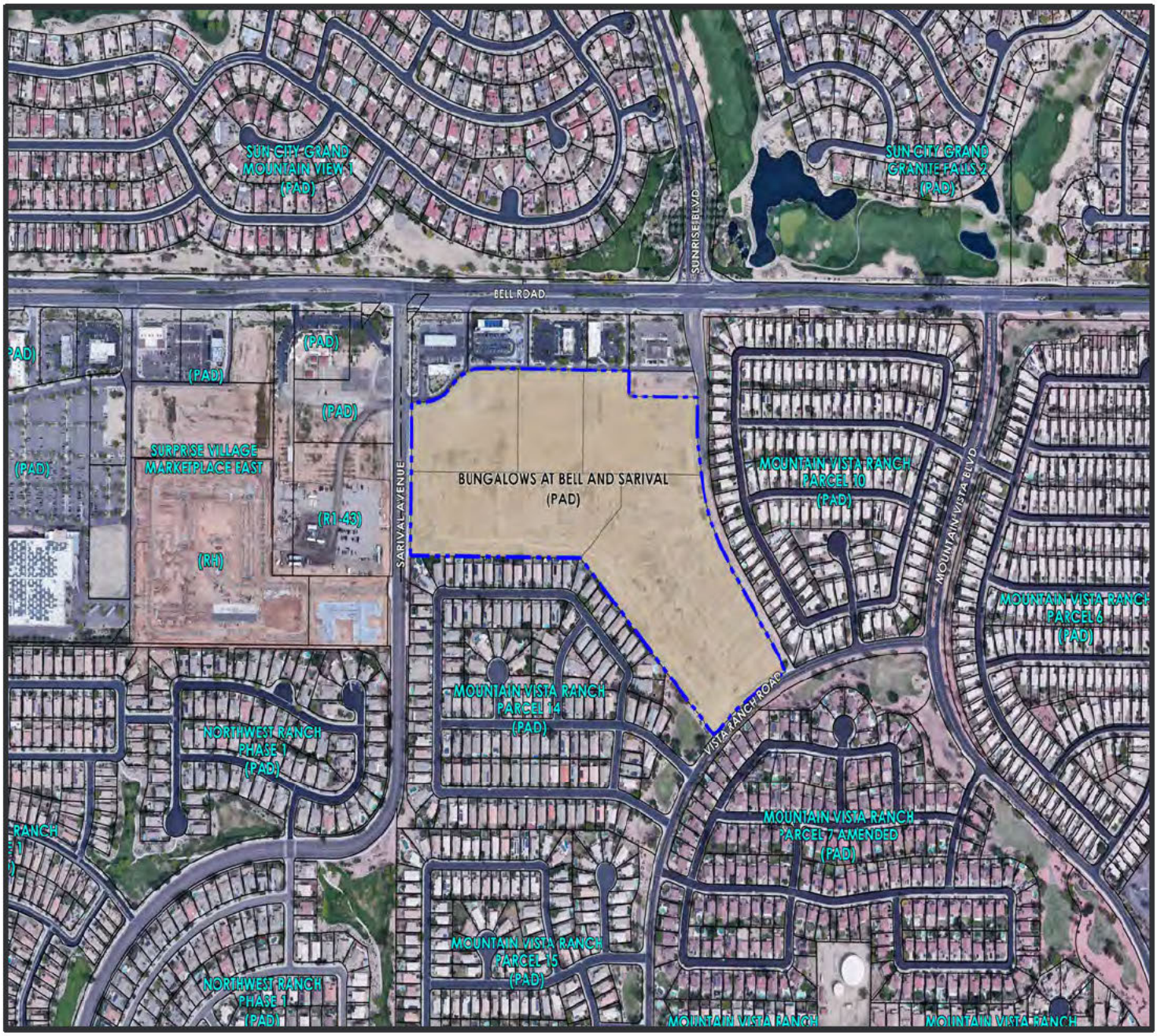
The project team is interested in your feedback regarding this proposal. A neighborhood meeting has been scheduled to give you and the other neighboring property owners an opportunity to meet with the applicant and ask questions or provide comments about the proposal. The neighborhood meeting will be held at the below listed time and place:

Wednesday, March 4th, 2020 at 6:30 p.m.
Kingswood Elementary School, Cafeteria
15150 W. Mondell Rd.
Surprise, AZ 85374

If you have any questions regarding this proposal prior to the neighborhood meeting, please contact me at (480) 586-2100.

Sincerely,
RVi Planning + Landscape Architecture,

Mark Reddie
Vice President


SUN CITY GRAND
MOUNTAIN VIEW 1
(PAD)
SUN CITY GRAND
GRANITE FALLS 2
(PAD)
SUNRISE BLVD
BELL ROAD
(PAD)
(PAD)
(PAD)
(PAD)
SURPRISE VILLAGE
MARKETPLACE EAST
(R1-43)
(RH)
SARIVAL AVENUE
BUNGALOWS AT BELL AND SARIVAL
(PAD)
MOUNTAIN VISTA RANCH
PARCEL 10
(PAD)
MOUNTAIN VISTA BLVD
MOUNTAIN VISTA RANCH
PARCEL 6
(PAD)
MOUNTAIN VISTA RANCH
PARCEL 14
(PAD)
VISTA RANCH ROAD
NORTHWEST RANCH
PHASE 1
(PAD)
MOUNTAIN VISTA RANCH
PARCEL 7 AMENDED
(PAD)
MOUNTAIN VISTA RANCH
PARCEL 15
(PAD)
NORTHWEST RANCH
PHASE 1
(PAD)
MOUNTAIN VISTA RANCH
MOUNTAIN VISTA RANCH

Attachment B
Neighborhood Meeting #1 – 300’ Mailing List

The Bungalows at Bell & Sarival

Neighborhood Meeting #1 - 300' Neighborhood Notification List

OWNER	ADDRESS	CITY	STATE	ZIP
2017-1 IH BORROWER LP	[redacted]			
ADAMS RAYMOND W/CHERYLL A				
AH4R PROPERTIES TWO LLC				
ALDERWOODS (NY) LLC/SCI AL FUNERAL SERV LLC				
ALDERWOODS NEW YORK LLC				
ALMASAN EUGENIA/OANA				
ANNALA LOWELL CRAIG/JILL				
AZ SCOOP LLC				
BAKER RONALD ANTHONY II				
BANIEWICZ STAN L/LAURA D				
BARKER JOHN				
BAUER ANNE MARIE				
BERIS LOUIS/DEMETRA				
BHATIA STEVE				
BODEEN MARIE-CAROLE/MICHAEL D				
BOLOGNA GEAN S				
BROSOR JORDAN D/NICOLE				
BUETTGENBACH AARON M/COOK MIRANDA R				
BURKARDT FAMILY LIVING TRUST				
CASO GARY				
CASTELLINA LLC				
CHANDLER KATHLEEN A				
CIRCLE K STORES INC				
CISNEROS CARLOS				
CLENDENNING MURRAY/DARLENE				
COLVIN RONALD S				
COREY WILLIAM S				
CORNFIELD LOUISE VICKI				
CPI AMHERST SFR PROGRAM OWNER L L C				
CROOK RUBY				

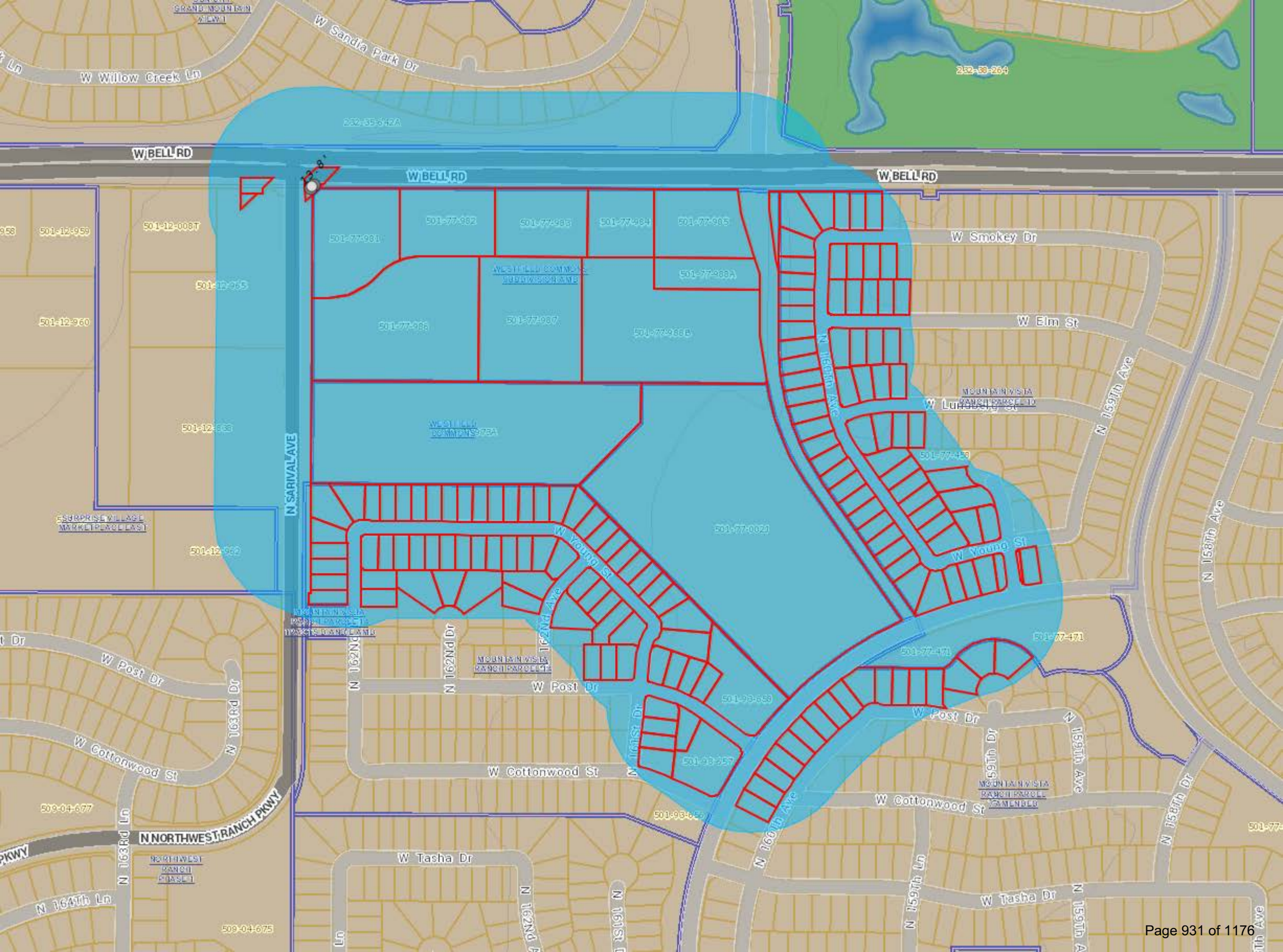
OWNER	ADDRESS	CITY	STATE	ZIP
DAIGLE RODNEY W JR	[redacted]			
DAVID WATKINS ASHLEY				
DECL OF TR OF RICHARD A & STEPHANIE A GILMORE				
DONNA F VISCONTI LIVING TRUST				
DUERR DENNIS A				
DUPLESSIS GAIL				
EVENSON SHELBY				
FAST & FRIENDLY CARWASH-SURPRISE LLC				
FLANAGAN PATRICIA A				
FLANAGAN RICHARD/TAMMIE				
FOREMAN CHRIS/KELLY				
FRYAR NICOLE M				
GAMEN RUSSEL J				
GARBER DANIEL E/DAWN D				
GATTIS MICHAEL W/SHELBY M TR				
GEARHART JAMES E				
GIBB GARY				
GIUNTA JOSEPH A				
GODOY REBECCA L				
GRAZIOSI EDWARD A/PATRICIA C				
GRUSENDORF SHAUNA C/HENRY C/NITA A				
GUERECA ANGELICA/JOSEPH				
HALLE PROPERTIES LLC				
HARRISON MATTHEW J				
HAVALYOV ARNAUDVOA FAMILY TRUST				
HAZELS LIVING TRUST				
HELTZEL GEORGE E/LINDA A TR				
HERNANDEZ ISHMAEL/GLORIA				
HERTLING REVOCABLE LIVING TRUST				
HEY GEORGE M/TORREANO RITA M				
HICKS FRANCI M TR				
HOADE DEBORAH A				
HODSON SHEILA E				

OWNER	ADDRESS	CITY	STATE	ZIP
HOLMAN QUALITY RENTALS LLC	[redacted]			
HUENERGARDT CRAIG R/CHERI L TR				
HUNTER TIFFANI				
JOHNSON LORRI/PAUL				
JOHNSON TODD G/LESLEY K				
JONES GARY W/ELIZABETH J				
KADLECK PROPERTIES LLC				
KERMAN DAVID R/KIM M				
KOSKI CATHI S/DAVID B/LOGAN A				
KRAL JEFFREY J/SUSAN M				
KUHFAHL DAVID J/ELIZABETH A				
LABADIE JOSHUA				
LARRY AND LUCILLE PEEK LIVING TRUST				
LEALOS DONALD J/DARA EDEN				
LEMING DAVID L/CARLA K				
LUJAN AARON D/DEBRA L				
LUNN FAMILY LIVING TRUST				
LUTES SCOTT/SEEGERS MERIDITH				
MACKLIN WILLIAM/KAREN				
MARICOPA COUNTY MUN WATER CONS DEPT				
MARK CHARLES & PATRICIA ANN SALYER REV TRUST				
MARLATT KELLY L				
MARVIN W LYNN AND JUANITA L LYNN 2001 TRUST				
MARX JACQUELINE A				
MCMINN STEPHEN K/RYAN CARLA M				
MERKL NICOLE				
MESA EDWARD M/DOMINGUEZ PATRICIA ANN				
MILLER ROSEMARY				
MOLSKNESS STACY				
MONSARRAT MARK				
MOSIJ DEBORAH/MICHAEL J				
MOUNTAIN VISTA RANCH OWNERS ASSOCIATION INC				
MOUNTAIN VISTA RANCH OWNERS ASSOCIATION INC				

OWNER	ADDRESS	CITY	STATE	ZIP
NAPIER CANDACE M	[redacted]			
NEW SONG UNITED METHODIST CHURCH				
NICHOLS EDWARD L/LYNDA L				
NICHOLSON IVAN C/CHELSEY				
NOTTKE AUSTIN J				
NUFF SAID HOLDINGS II LLC				
PADILLA ANA C				
PARKER FAMILY TRUST				
PELLOUCHOUD MATTHEW/MARILYN				
POLESAK CHAD/SANCHEZ ENRIQUE				
POLK RICHARD				
PRESTIA JOHN DOMENICK/CARRIE E				
PROGRESS RESIDENTIAL BORROWER 6 LLC				
QUIOCHO CYNTHIA				
RAMSAY TAYLER M/CASSIDY R				
RAYMOND JUDD/PAULA				
RINDERER ADAM T/CHERYL D				
ROSENBERG JUSTIN/ISAACS SUSAN K				
ROURICK BRENT A				
SALDANA ANTHONY				
SAMIR HOLDINGS INC				
SCHAFER DONAL/STAGG KATY				
SCRUGGS RYAN T/VICTORIA L				
SEGARRA ANTONIO/LUCILLE TR				
SHAHNAZARIAN RABEAK				
SIERACKI THOMAS/NANCY				
SIMMONS LOGAN B/CHANDRA E				
SKOK FAMILY TRUST				
SKYLES ELLEN				
SMITH REUBEN K				
SNIEGOWSKI STEPHEN				
SPANGLER DEL W				
SPIVEY STEVE L/WALDEN GARY J				

OWNER	ADDRESS	CITY	STATE	ZIP
STARCEVICH WILLIAM	[redacted]			
STEPHENS TRAVIS/MATHIAS DINA				
STONE ROBERT V JR/GINGER A				
SUNDEERLAND FLOYD L/RAOLA D				
TAH MS BORROWER LLC				
THOLE DANIEL P				
THOMAS PAUL BRIANT TRUST				
THR PHOENIX LP				
TITAN REALTY INC				
TOOPS MATTHEW R/MELISSA RUTH				
TUTTLE DONALD W/CHARLENE J				
VICKIE A ROCHELLE CHARITABLE REMAINDER UNITRUST				
VIERCK JON				
VILLEGAS JAVIER E				
VOGT ALLISON MARIE				
VON SONNWALDEN JOHANNA/MICHAEL/JEANETTE				
WALLIS LARRY W/LOIS A				
WARREN FRAN J				
WAYNE F AND THERESA L COLLINS LIVING TRUST				
WELLS MARK/STRAUB-WELLS LAUREN				
WESTFIELD/AZ LLC/CASTELLINA LLC				
WILLIAM MICHAEL DANKWARDT LIVING TRUST				
WILLIAMS AMANDA/TREY				
WILLIAMS TODD R				
WINGERT PHILIP M/DELORES J				
WIRTH MICHAEL ROLF				
WSAS PROPERTIES LLC				
YOUNG JODI L				
ZEITER CHRISTOPHER				
ZEITLIN FAMILY TRUST				

Attachment C
Neighborhood Meeting #1 – 300’ Mailing Map


W BELL RD
W BELL RD
W BELL RD
N SARIVAL AVE
W Willow Creek Ln
W Sandia Park Dr
W Smokey Dr
W Elm St
W Young St
W Post Dr
W Cottonwood St
W Tasha Dr
N NORTHWEST RANCH PKWY
N 162Nd Dr
N 163Rd Dr
N 163Rd Ln
N 164th Ln
N 166th Ave
N 159th Ln
N 159th Ave
N 158th Dr
N 158th Ave
501-77-981
501-77-982
501-77-983
501-77-984
501-77-985
501-77-986
501-77-987
501-77-988A
501-77-988B
501-77-0021
501-77-471
501-12-959
501-12-960
501-12-962
501-93-657
501-93-658
509-04-677
509-04-675
252-33-264

Attachment D
Neighborhood Meeting #1 – Sign in Sheet

Project: Neighborhood Meeting – Bell and Sarival Bungalows

Location: Kingswood Elementary School Cafeteria

Date and Time: **March 4th, 2020**

PUBLIC MEETING SIGN-IN SHEET

	Name	Address	Phone	Email
1	Kathy Chandler	[redacted]		
2	Charlene Tuttle			
3	Don Levy			
4	David Sargeus			
5	Lloyd Abrams			
6	Yvonne Uhlmann			
7	Shawna Daigle			
8	Wayne Tuttle			
9				
10				

Attachment E
Neighborhood Meeting #2 – Affidavit of Neighborhood Notification

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

AFFIDAVIT OF PUBLIC NOTICE MAILOUT

I, Hobart Wingard, being duly authorized to complete the task as stated herein, did on June 23, 2020 send the attached written notification pertaining to the case(s) listed below to the entities as stated in the attached Mailing List via 1st Class Mail as required by State and Local law. I obtained the names and addresses as stated on said Mailing List from the following source(s):

- [X] Maricopa County Accessor Website
- [ ] Agency Website
- [ ] City Database
- [ ] Other

Case #: FS20-234 [Case #]

Project Name: Bungalows at Mountain Vista Ranch [Case Name]

Signed this 23rd day of June, 2020
[Day] [Month] [Year]

By: _____
[Signature]

Rev. 07/10/19

CITY OF SURPRISE
CITIZEN REVIEW MEETING

Take notice that at the date, time, and place listed below, there will be a Citizen Review meeting to discuss the below-referenced project. Due to the current COVID-19 public health emergency, the meeting will be conducted electronically. By using a computer and the access information provided below, any member of the public may participate and be heard relative to this project. The City of Surprise Community Development Department may be contacted prior to the scheduled meeting for additional information.

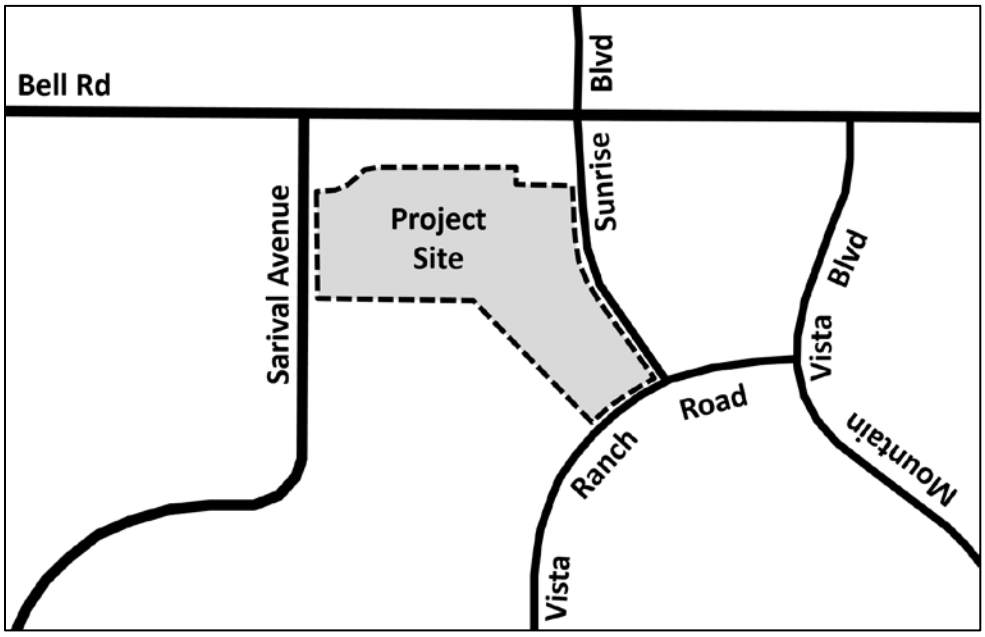
City of Surprise Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

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CITIZEN REVIEW MEETING DETAILS

DATE: Wednesday July 8, 2020
TIME: 6:00 PM
ONLINE ACCESS: https://bit.ly/3dbHY7n

Project Location



PROJECT DESCRIPTION: A Planned Area Development (PAD) Rezone to accommodate a High Density Residential (HDR) Community within the Mountain Vista Ranch PAD. This application seeks to Rezone 11.2 acres from Community Commercial C2-PAD to HDR-PAD and to provide development standards for the one, two, and three-bedroom rental product. Case FS20-234.

2017-1 IH BORROWER LP

ADAMS RAYMOND W/CHERYLL A

AH4R PROPERTIES TWO LLC

ALDERWOODS NEW YORK LLC

ALMASAN EUGENIA/OANA

ANDERSON DAVID E/PATRICIA M

ANNALA LOWELL CRAIG/JILL

AZ SCOOP LLC

BAKER RONALD ANTHONY II

BANIEWICZ STAN L/LAURA D

BARKER JOHN

BAUER ANNE MARIE

BERIS LOUIS/DEMETRA

BHATIA STEVE

BODEEN MARIE-CAROLE/MICHAEL D

BOLOGNA GEAN S

BROSOR JORDAN D/NICOLE

BUETTGENBACH AARON M/COOK MIRANDA R

BURKARDT FAMILY LIVING TRUST

CASO GARY

CASTELLINA LLC

CHANDLER KATHLEEN A

CHRISTIAN CARE SURPRISE INC

CIRCLE K STORES INC

CISNEROS CARLOS

CLENDENNING MURRAY/DARLENE

COLVIN RONALD S

COREY WILLIAM S

CORNFIELD LOUISE VICKI

CPI AMHERST SFR PROGRAM OWNER L L C

CROOK RUBY

DAIGLE RODNEY W JR

DAVID WATKINS ASHLEY

DECL OF TR OF RICHARD A & STEPHANIE A GILMORE

DONNA F VISCONTI LIVING TRUST

DUERR DENNIS A

DUPLESSIS GAIL

EVENSON SHELBY

FAST & FRIENDLY CARWASH-SURPRISE LLC

FLANAGAN PATRICIA A

FLANAGAN RICHARD/TAMMIE

FOREMAN CHRIS/KELLY

GAMEN RUSSEL J

GARBER DANIEL E/DAWN D

GARY & CHRIS LLC

GATTIS MICHAEL W/SHELBY M TR

GEARHART JAMES E

GIUNTA JOSEPH A

GODOY REBECCA L

GRAZIOSI EDWARD A/PATRICIA C

GRUSENDORF SHAUNA C/HENRY C/NITA A

GUERECA ANGELICA/JOSEPH

HALLE PROPERTIES LLC

HARRISON MATTHEW J

HAVALYOV ARNAUDVOA FAMILY TRUST

HAZELS LIVING TRUST

HELTZEL GEORGE E/LINDA A TR

HERNANDEZ ISHMAEL/GLORIA

HERTLING REVOCABLE LIVING TRUST

HEY GEORGE M/TORREANO RITA M

HICKS FRANCI M TR

HOADE DEBORAH A

HODSON SHEILA E

[redacted]

HORSKEY NANCY L/MICHAEL R

HUENERGARDT CRAIG R/CHERI L TR

HUNTER TIFFANI

[redacted]

JOHNSON LORRI/PAUL

JOHNSON TODD G/LESLEY K

JONES GARY W/ELIZABETH J

[redacted]

KADLECK PROPERTIES LLC

KERMAN DAVID R/KIM M

KOSKI CATHI S/DAVID B/LOGAN A

[redacted]

KUHFAHL FAMILY LIVING TRUST

LABADIE JOSHUA

LARRY AND LUCILLE PEEK LIVING TRUST

[redacted]

LEALOS DONALD J/DARA EDEN

LEMING DAVID L/CARLA K

LUJAN AARON D/DEBRA L

[redacted]

LUNN FAMILY LIVING TRUST

LUTES SCOTT/SEEGERS MERIDITH

MACKLIN WILLIAM/KAREN

[redacted]

MARK CHARLES & PATRICIA ANN SALYER REV TRUST

[redacted]

MARLATT KELLY L

[redacted]

MARTIN LARRY A/BETSCHART ALISHA R

MARVIN W LYNN AND JUANITA L LYNN 2001 TRUST

[redacted]

MARX JACQUELINE A

[redacted]

MATTHEW F AND MARILYN A PELLOUCHOUD TRUST

[redacted]

MCMINN STEPHEN K/RYAN CARLA M

[redacted]

MEDUNA BRADLEY/DARLEEN

MERKL NICOLE

[redacted]

MESA EDWARD M/DOMINGUEZ PATRICIA ANN

MONSARRAT MARK

MOUNTAIN VISTA RANCH OWNERS ASSOCIATION INC

MOUNTAIN VISTA RANCH OWNERS ASSOCIATION INC

NAPIER CANDACE M

NEW SONG UNITED METHODIST CHURCH

NICHOLS EDWARD L/LYNDA L

NITSCHKE ERIC/ANN

NOTTKE AUSTIN J

NUFF SAID HOLDINGS II LLC

PADILLA ANA C

PARKER FAMILY TRUST

PRESTIA JOHN DOMENICK/CARRIE E

PROGRESS PHOENIX LLC

PROGRESS RESIDENTIAL BORROWER 6 LLC

QUIOCHO CYNTHIA

RAMSAY TAYLER M/CASSIDY R

RINDERER ADAM T/CHERYL D

RODRIGUEZ MELISSA ANN

ROSENBERG JUSTIN/ISAACS SUSAN K

ROURICK BRENT A

SALDANA ANTHONY

SAMIR HOLDINGS INC

SCHAFER DONAL/STAGG KATY

SCRUGGS RYAN T/VICTORIA L

SIERACKI THOMAS/NANCY

SIMMONS LOGAN B/CHANDRA E

SKOK FAMILY TRUST

SKOK JOSEPH/TRACIE L

SNIEGOWSKI STEPHEN

STEPHENS TRAVIS/MATHIAS DINA

SUNDEERLAND FLOYD L/RAOLA D

SURPRISE CITY OF

[redacted]

TAH MS BORROWER LLC

TAH MS-2 BORROWER LLC

TAYLOR RICHIE L/ROSARIO A

[redacted]

THOLE DANIEL P

THOMAS PAUL BRIANT TRUST

THR PHOENIX LP

[redacted]

TOOPS MATTHEW R/MELISSA RUTH

TRADUP LYLE G/SARA L

TUTTLE DONALD W/CHARLENE J

[redacted]

VIERCK JON

VILLEGAS JAVIER E

VOGT ALLISON MARIE

[redacted]

VON SONNWALDEN JOHANNA/MICHAEL/JEANETTE

[redacted]

WALLIS LARRY W/LOIS A

[redacted]

WAYNE F AND THERESA L COLLINS LIVING TRUST

[redacted]

WELLS MARK/STRAUB-WELLS LAUREN

[redacted]

WESTFIELD COMMONS LLC

WESTFIELD/AZ LLC/CASTELLINA LLC

[redacted]

WILLIAM MICHAEL DANKWARDT LIVING TRUST

[redacted]

WILLIAMS AMANDA/TREY

[redacted]

WINGERT PHILIP M/DELORES J

[redacted]

WSAS PROPERTIES LLC

[redacted]

YOUNG JODI L

[redacted]

ZEITER CHRISTOPHER

[redacted]

ZEITLIN FAMILY TRUST

[redacted]

MR CHRISTOPHER P TOALE

[redacted]

Attachment F
Neighborhood Meeting #2 – PowerPoint Presentation

the BUNGALOWS™
at Bell & Sarival



Neighborhood Meeting

July 8, 2020

Bell & Sarival Bungalows, City of Surprise

Aerial Map

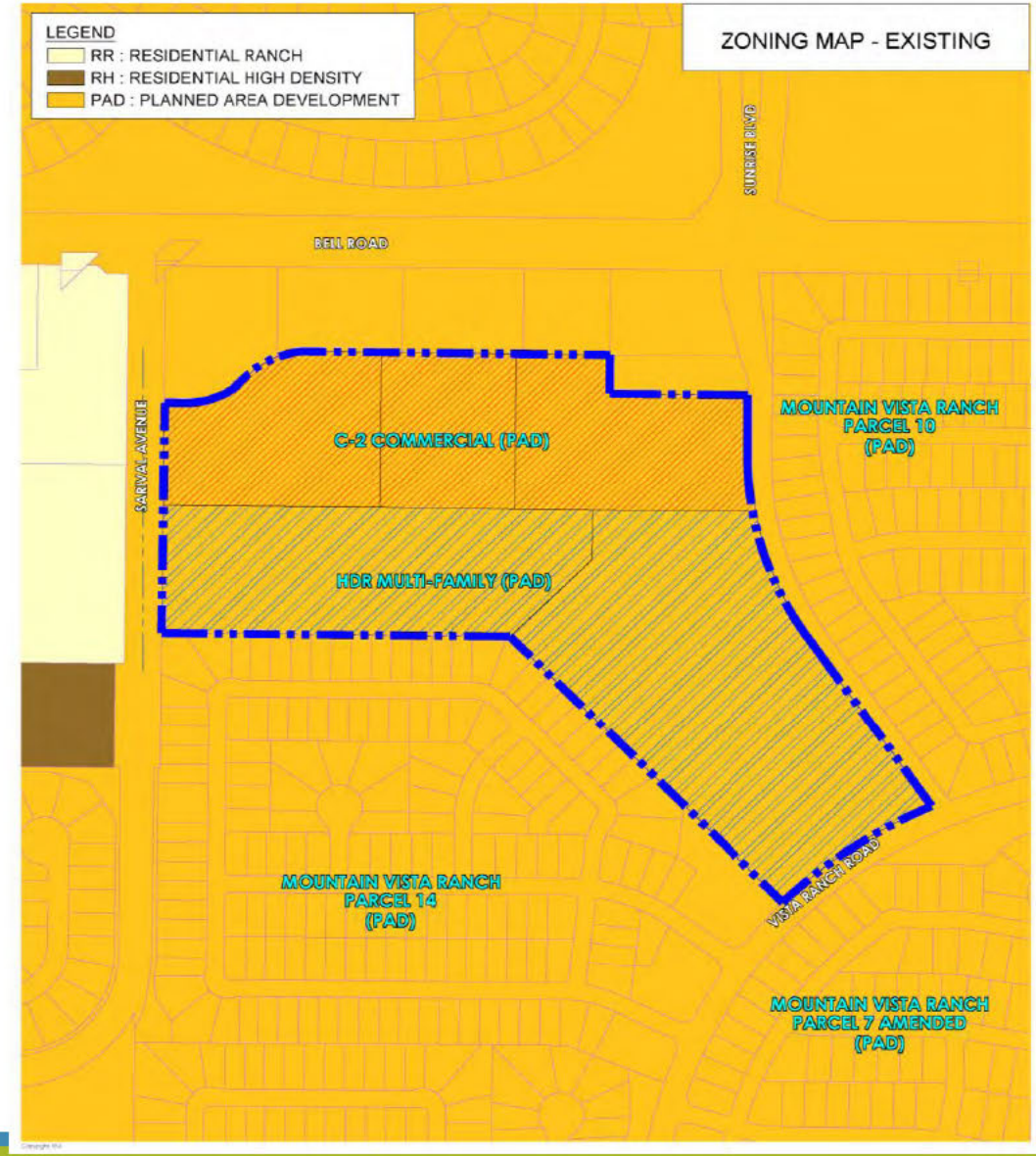

SUN CITY GRAND MOUNTAIN VIEW 1 (PAD)
SUNRISE BLVD
SUN CITY GRAND GRANITE FALLS 2 (PAD)
BELL ROAD
(PAD)
SURPRISE VILLAGE MARKETPLACE EAST (PAD)
LOOP 303
(PAD)
(RR)
BUNGALOWS AT BELL AND SARIVAL (PAD)
MOUNTAIN VISTA RANCH PARCEL 10 (PAD)
MOUNTAIN VISTA BLVD
BELL ROAD & 303 LLC (PAD)
(RH)
SARIVAL AVENUE
(RH)
MOUNTAIN VISTA RANCH PARCEL 6 (PAD)
MOUNTAIN VISTA RANCH PARCEL 14 (PAD)
VISTA RANCH ROAD
NORTHWEST RANCH PHASE 1 (PAD)
MOUNTAIN VISTA RANCH PARCEL 7 AMENDED (PAD)
NORTHWEST RANCH PHASE 1 (PAD)
MOUNTAIN VISTA RANCH PARCEL 15 (PAD)
NORTHWEST RANCH PHASE 1 (PAD)
MOUNTAIN VISTA RANCH PARCEL 11 (PAD)
MOUNTAIN VISTA RANCH PARCEL 8 (PAD)

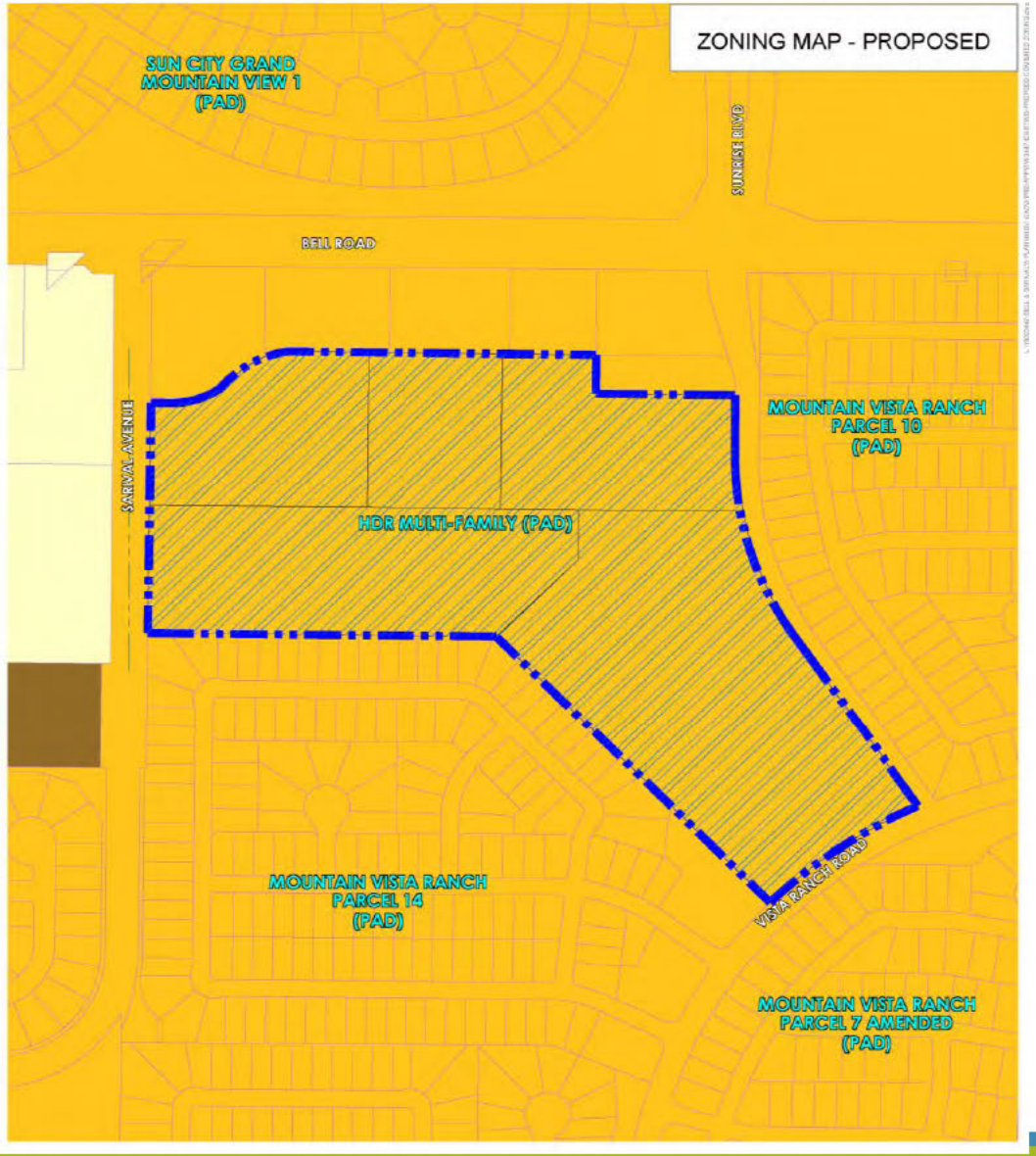
Request for Development

- Rezoning
  - Amend the Mountain Vista Ranch PAD zoning designation from C-2 Commercial (PAD) & HDR Multi-Family (PAD) to all HDR Multi-Family (PAD).
- Development Review Permit (Site Plan/Design Review)
  - Ensure conformance of Site Plan to meet required development standards and design guidelines.



Existing and Proposed Zoning





Current Vs. Proposed Land Use Impacts

CURRENT C-2 & HDR PERMITTED LAND USE	PROPOSED RESIDENTIAL DEVELOPMENT
Intensity of various commercial uses and multi-story residential density up to 20 du/ac	Single-story residential uses with a maximum of 12 du/ac Proposed
Total Units Allowed: 390 units plus ~10 acres of additional commercial development	Total Units Proposed: 339 and no additional commercial buildings
35 Foot Maximum Building Height for Commercial and Residential Uses	26 Foot Single-Story Maximum Building Height Proposed
7% Open Space Required per Mountain Vista Ranch PAD	Approximately 40% Open Space provided on site
More residential and commercial traffic throughout the day	Residential traffic only with reduced density and reduced traffic

Development Plan

- Single-story, residential luxury rental community
- Site Plan Features:
  - Cluster configuration, varying rooflines
  - Front porches and private backyards
  - Minimum 10’ separation between units
  - Similar unit count adjacent to existing
  - Gated community
  - Looped circulation and parking
  - Garage / shaded space for each unit
  - Pedestrian connectivity
  - Direct access to adjacent commercial
  - Primary access from Sarival Ave., with secondary to Sunrise Blvd.
  - Decorative theme wall, view fencing



Development Plan

- Amenities:
  - Community Clubhouse
  - Resort-style pool and spa
  - ~40% overall open space
  - Central linear park
  - Lawn games
  - Dog park
  - Fire pit
  - Shade ramadas with seating
  - Shaded pedestrian paths
  - Pocket parks and open space
  - Landscaping throughout, including perimeter and tree in each backyard



Representative Imagery



Representative Imagery: Site Exterior







Representative Imagery: Building Exterior

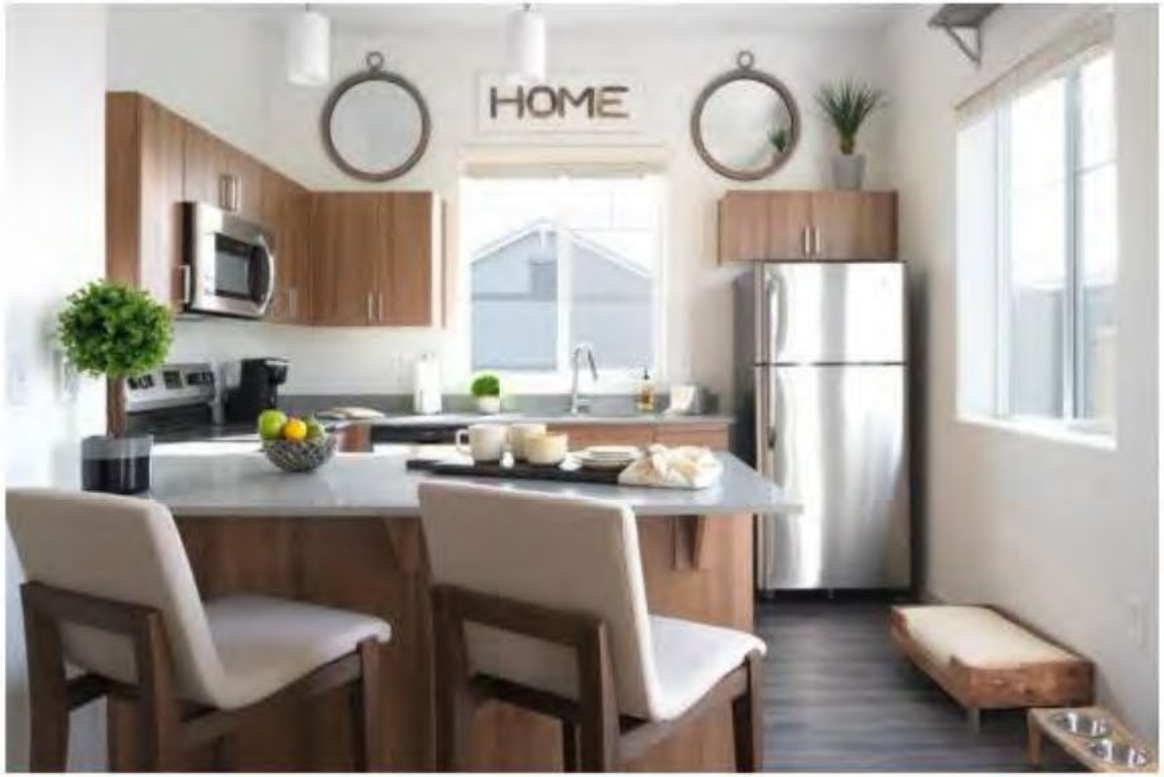


Representative Imagery: Community Clubhouse

- Leasing Office
- Meeting Space
- Outdoor Patio
- 4-Sided Architecture



Representative Imagery: Interior Units





Privacy of single-family living with apartment-like amenities, rental terms, and management

Representative Imagery: Interior units





Stainless steel appliances, 10-foot ceilings, wood-like floors, quartz counters, private backyards

the BUNGALOWS™

SEC of Bell Road and Sarival Avenue



Questions?

Attachment G
Affidavit of Sign Postings

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: CR19-706

Applicant Name:

Location: South of Bell Road and Sarival Road

Date Site Posted: June 22nd, 2020

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Maria Hitt — 6/22/2020

Applicant/Representative Signature — Date

This instrument was acknowledged before me on this 22nd day of June, 2020, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad
Notary Public

10.25.20
My commission expires

MARYBETH CONRAD
Notary Public, State of Arizona
Maricopa County
My Commission Expires
October 25, 2020


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 8, 2020
Time: 6:00 P.M.
Virtual Meeting/Project Website
Link: https://bit.ly/3dbHY7n
Planning & Zoning
Date: TBD
Time: TBD
Location: TBD
City Council
Date: TBD
Time: TBD
TBD
Case #: CR19-706
Request: The "Mountain Vista Ranch, PAD Amendment No. 4" is a request to facilitate a new residential community on the Site located south of the southeast corner of Bell Road and Sarival Avenue. This application seeks to rezone the 29.8-acre Site from a mix of C-2 (Commercial) PAD and HDR (High Density Residential) PAD to HDR (High Density Residential) PAD. The proposed community will consist of one, two and three bedroom single-story single-family for rent units with central amenity areas.
Please call to confirm dates:
623-222-3011
6/22/20 11:37:08


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 8, 2020
Time: 6:00 P.M.
Virtual Meeting/Project Website
Link: https://bit.ly/3dbHY7n
Planning & Zoning
Date: TBD
Time: TBD
Location: TBD
City Council
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Please call to confirm dates:
623-222-3011
6/22/20 11:37:34


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 8, 2020
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Please call to confirm dates:
623-222-3011
6/22/20 11:56:04


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
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Link: https://bit.ly/3dbHY7n
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Please call to confirm dates:
623-222-3011
6/22/20 11:57:07

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: CR19-706

Applicant Name:

Location: South of Bell Road and Sarival Road

Date Site Posted: July 7th, 2020

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

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I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

[signature] 7/7/2020
Applicant/Representative Signature Date

This instrument was acknowledged before me on this 7th day of July,

2020, and by Maria Hitt. I witness whereof I hereunto

set my hand and official seal. [signature]
Notary Public

10-25-20
My commission expires

MARYBETH CONRAD
Notary Public, State of Arizona
Maricopa County
My Commission Expires
October 25, 2020


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 8, 2020
Time: 6:00 P.M.
Virtual Meeting/Project Website
Link: https://bit.ly/3dbHY7n
Planning & Zoning
Date: August 6, 2020
Time: 6:00 P.M.
Location: https://www.surpriseaz.gov/CivicAlerts.aspx?AID=4802
City Council
Date: August 18, 2020
Time: 6:00 P.M.
In an effort to protect public health during the COVID-19 pandemic, public comment options have changed for City Council and Planning and Zoning Commission Meetings. Visit the following website for information:
Case #: CR19-706
Request: The "Mountain Vista Ranch, PAD Amendment No. 4" is a request to facilitate a new residential community on the Site located south of the southeast corner of Bell Road and Sarival Avenue. This application seeks to rezone the 29.8-acre Site from a mix of C-2 (Commercial) PAD and HDR (High Density Residential) PAD to HDR (High Density Residential) PAD. The proposed community will consist of one, two and three bedroom single-story single-family for rent units with central amenity areas.
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623-222-3011
7/7/20 10:57:10


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Please call to confirm dates:
623-222-3011
7/7/20 10:56:56


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Please call to confirm dates:
623-222-3011
7/7/20 11:07:44

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING
(Sign modification)

Application No: FS20-234

Applicant Name: _____.

Location: South of the southeast corner of Bell Road and Sarival Avenue

Date Site Posted: June 22nd, 2020 sign modified: July 9th, 2020

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

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[signature] 7/9/2020
Applicant/Representative Signature Date

This instrument was acknowledged before me on this 9th day of July, 2020, and by MariaHitt. I witness whereof I hereunto set my hand and official seal.

MaryBeth Conrad
Notary Public

10.25.20
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning andZoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

MARYBETH CONRAD
Notary Public, State of Arizona
Maricopa County
My Commission Expires
October 25, 2020


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Time: 6:00 P.M.
Case #: FS20-234
Request: The "Mountain Vista Ranch, PAD Amendment No. 4" is a request to facilitate a new residential community on the Site located south of the southeast corner of Bell Road and Sarival Avenue. This application seeks to rezone the 29.8-acre Site from a mix of C-2 (Commercial) PAD and HDR (High Density Residential) PAD to HDR (High Density Residential) PAD. The proposed community will consist of one, two and three bedroom single-story single-family for rent units with central amenity areas.
Please call to confirm dates:
623-222-3011
7/9/20 11:00:11


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 8, 2020
Time: 6:00 P.M.
Virtual Meeting/Project Website
Link: https://bit.ly/3dbHY7n
Planning & Zoning
Date: August 6, 2020
Time: 6:00 P.M.
Location: https://www.surpriseaz.gov/CivicAlerts.aspx?AID=4802
In an effort to protect public health during the COVID-19 pandemic, public comment options have changed for City Council and Planning and Zoning Commission Meetings. Visit the following website for information:
City Council
Date: August 18, 2020
Time: 6:00 P.M.
Case #: FS20-234
Request: The "Mountain Vista Ranch, PAD Amendment No. 4" is a request to facilitate a new residential community on the Site located south of the southeast corner of Bell Road and Sarival Avenue. This application seeks to rezone the 29.8-acre Site from a mix of C-2 (Commercial) PAD and HDR (High Density Residential) PAD to HDR (High Density Residential) PAD. The proposed community will consist of one, two and three bedroom single-story single-family for rent units with central amenity areas.
Please call to confirm dates:
623-222-3011
7/9/20 11:06:58


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 8, 2020
Time: 6:00 P.M.
Virtual Meeting/Project Website
Link: https://bit.ly/3dbHY7n
Planning & Zoning
Date: August 6, 2020
Time: 6:00 P.M.
Location: https://www.surpriseaz.gov/CivicAlerts.aspx?AID=4802
In an effort to protect public health during the COVID-19 pandemic, public comment options have changed for City Council and Planning and Zoning Commission Meetings. Visit the following website for information:
City Council
Date: August 18, 2020
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Please call to confirm dates:
623-222-3011
7/9/20 11:00:23


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: July 8, 2020
Time: 6:00 P.M.
Virtual Meeting/Project Website
Link: https://bit.ly/3dbHY7n
Planning & Zoning
Date: August 6, 2020
Time: 6:00 P.M.
Location: https://www.surpriseaz.gov/CivicAlerts.aspx?AID=4802
City Council
Date: August 18, 2020
Time: 6:00 P.M.
Case #: FS20-234
Request: The "Mountain Vista Ranch, PAD Amendment No. 4" is a request to facilitate a new residential community on the Site located south of the southeast corner of Bell Road and Sarival Avenue. This application seeks to rezone the 29.8-acre Site from a mix of C-2 (Commercial) PAD and HDR (High Density Residential) PAD to HDR (High Density Residential) PAD. The proposed community will consist of one, two and three bedroom single-story single-family for rent units with central amenity areas.
Please call to confirm dates:
623-222-3011
7/9/20 11:07:10

Attachment H
Neighbor Email Correspondence

From: Mark Reddie
To: Annie Vos
Subject: FW: Zoning hearing July 8 for Sarival and Bell
Date: Tuesday, July 7, 2020 8:50:48 AM

Annie, can you make a note to log this for the citizen participation plan for Bell & Sarival. See e-mail below.

Mark Reddie
Vice President

RVi Planning + Landscape Architecture
120 South Ash Avenue, Suite 201 • Tempe, AZ 85281
480.586.2349 Direct • 480.994.0994 Main • [redacted]
www.rviplanning.com

This email is intended exclusively for the individual or entity to which it is addressed. This message and attachments may contain confidential information. Unauthorized review or use is strictly prohibited. If you received this message in error, please advise the sender and delete all copies of this message.

In response to the current health crisis, many RVi employees have transitioned to working remotely. To contact an RVi team member by phone, please refer to our individual email signatures for current contact information. We remain dedicated to providing the same level of client service you have come to expect from us, and we look forward to hearing from you!

[redacted]
Sent: Sunday, July 5, 2020 4:24 PM
To: Mark Reddie [redacted]>
Subject: Zoning hearing July 8 for Sarival and Bell

I Do not want this plan.
Thank you,
Lori B

Sent from my iPhone

Annie Vos

From: Mark Reddie
Sent: Saturday, July 11, 2020 4:57 PM
To: Annie Vos
Subject: Fwd: The Bungalows at Bell & Sarival - Case #FS20-234

For the CPR for Bell Bungalows

Mark Reddie
Sent from my iPhone

Begin forwarded message:

From: [redacted]
Date: July 10, 2020 at 10:29:45 PM MST
To: Mark Reddie [redacted]>
Subject: The Bungalows at Bell & Sarival - Case #FS20-234

Dear Mr. Reddie,

I live in Mountain Vista Ranch and regarding the proposed Bungalows I would like to be made part of the public record my objection to more high density residential housing in Surprise. In this day of staying 6 feet apart to keep healthy it is ridiculous to be building homes so close not to mention that our beautiful city is already beginning to look like a slum in the areas where these HDR's have already been built.

Sincerely,

Catherine Jackson
[redacted]

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

14 April 2020

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Nichole Flores
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS20-234; Bell & Sarival Bungalows (APNs: 501-77-973A, 501-77-002J, 501-77-986, 501-77-987 and 501-77-9888)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the Zoning-Minor PAD Amendment Applications for Bell & Sarival Bungalows. The site is located on approximately 30 acres of undeveloped land at the south of Bell Rd between Sarival and Sunrise Pkwy in Surprise AZ. This request is to develop a 339 unit gated community with an overall density of 11.3 du/ac. The site is located approximately 2.6 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461, and falls inside and outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. This project with a density of 11.3 du/ac does not fall within these guidelines. However, the City of Surprise previously requested that Luke AFB use the larger area of the entire Mountain Vista Ranch PAD in evaluating this development. As such, the City of Surprise guarantees the overall density does not grow beyond the density for the Mountain Vista Ranch PAD, which does fall within the GDC guidelines. Given the city's assurances, Bell & Sarival Bungalows will not negatively impact the flying operations at Luke AFB.

Although these parcels will be located inside and outside the "territory in the vicinity of a military airport," they will still be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation

requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential residents about Luke AFB operations.

If there are any questions, please contact my Community Planner, Mr. Reggie Christianson at (623) 856-9981.

Sincerely

JAMES R. MITCHELL

cc:
Colonel Scott W. Walker, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

ORDINANCE # 2020-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A PLANNED AREA DEVELOPMENT (PAD) REZONE FOR THE BUNGALOWS AT MOUNTAIN VISTA RANCH, LOCATED SOUTH OF THE SOUTHEAST CORNER OF BELL ROAD AND SARIVAL AVENUE.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located south of the southeast corner of Bell Road and Sarival Avenue;

WHEREAS, the subject site is zoned as Mountain Vista Ranch PAD;

WHEREAS, the PAD rezone is authorized by and satisfies the requirements of Surprise Municipal Code §122-68;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, this rezone with PAD overlay is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on August 6, 2020, the Planning and Zoning Commission recommended approval of the Mountain Vista Ranch PAD rezone.

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

Section 1. *PAD Rezone.* The parcels legally described on Exhibit A and depicted on Exhibit B, known as The Bungalows at Mountain Vista Ranch, are rezoned from Community Commercial (CC-PAD) and High Density Residential (HDR-PAD) to High Density Residential (HDR-PAD) subject to the following stipulations:

a. Development and use of the site shall be in substantial conformance with the project narrative entitled “Mountain Vista Ranch Planned Area Development Amendment No. 4”, prepared by RVI Planning and Landscape Architecture, consisting of 13 pages dated revised June 2020 and stamped received June 5, 2020, except as modified by the following stipulations.

b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This ordinance is not of a general nature and will not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this_____day of _____2020.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

PARCEL NO. 1:

A PORTION OF LOT 5, OF WESTFIELD COMMONS SUBDIVISION, ACCORDING TO BOOK 863 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA AND THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 6;
THENCE SOUTH 00 DEGREES 31 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 983.72 FEET;
THENCE SOUTH 89 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 55.00 FEET TO THE NORTHWEST CORNER OF MOUNTAIN VISTA RANCH PARCEL 14, A SUBDIVISION RECORDED IN BOOK 476 OF MAPS, PAGE 16 AT THE OFFICE OF THE MARICOPA COUNTY RECORDER, SAID POINT ALSO BEING THE **POINT OF BEGINNING;**
THENCE NORTH 00 DEGREES 31 MINUTES 56 SECONDS EAST, BEING PARALLEL WITH AND 65.00 FEET EAST OF SAID WEST LINE, A DISTANCE OF 318.72 FEET;
THENCE SOUTH 89 DEGREES 24 MINUTES 05 SECONDS EAST, BEING PARALLEL WITH AND 665.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,407.02 FEET;
THENCE NORTH 81 DEGREES 25 MINUTES 55 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 81 DEGREES 28 MINUTES 55 SECONDS, A DISTANCE OF 750.00 FEET;
THENCE SOUTHERLY 343.52 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST, THROUGH A CENTRAL ANGLE OF 26 DEGREES 14 MINUTES 34 SECONDS;
THENCE SOUTH 34 DEGREES 45 MINUTES 38 SECONDS EAST, A DISTANCE OF 507.33 FEET TO A POINT ON THE NORTHERLY 30.00 FOOT RIGHT-OF-WAY LINE OF VISTA RANCH ROAD, AS SHOWN ON VISTA RANCH PARCEL 7, A SUBDIVISION RECORDED AT BOOK 441 OF MAPS, PAGE 10, MARICOPA COUNTY RECORDS, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 21 DEGREES 18 MINUTES 24 SECONDS EAST, A DISTANCE OF 1,175.00 FEET;
THENCE SOUTHWESTERLY 474.22 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF WAY, BEING CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 23 DEGREES 07 MINUTES 27 SECONDS;
THENCE NORTH 44 DEGREES 25 MINUTES 53 SECONDS WEST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 14, A DISTANCE OF 934.53 FEET;
THENCE NORTH 89 DEGREES 24 MINUTES 05 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 14, A DISTANCE OF 834.28 FEET TO THE **POINT OF BEGINNING.**

ALSO KNOWN AS LOT 1 OF LOT COMBINATION RECORDED IN BOOK 1006, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA.

(SEE NOTE #12 HEREON)

PARCEL NO. 2:

TRACT A, OF WESTFIELD COMMONS SUBDIVISION AMENDED, ACCORDING TO BOOK 954 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AFFIDAVIT OF CORRECTION RECORDED ON DOCUMENT NO. 2008-733200 AND AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. 2008-1064426.

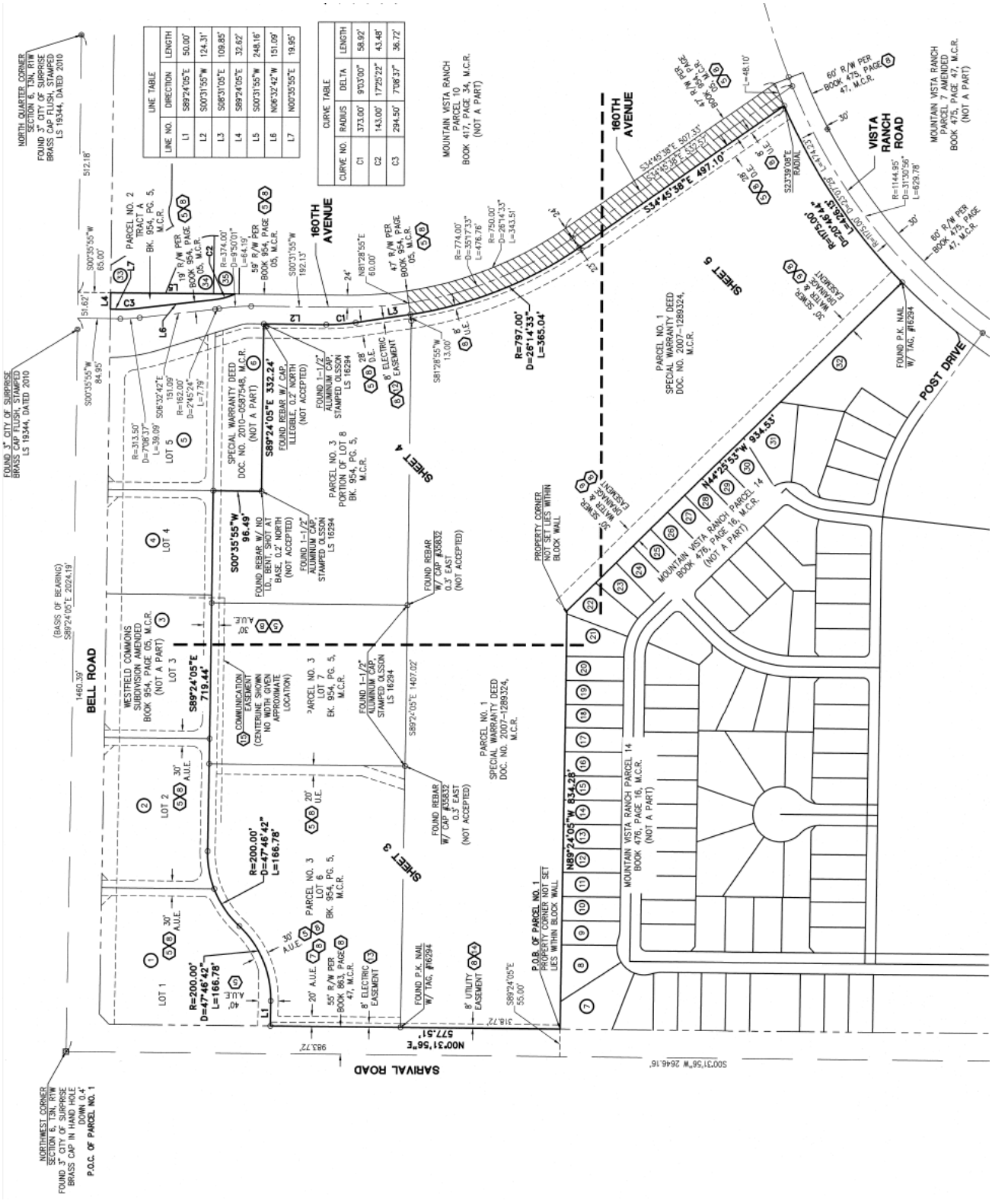
PARCEL NO. 3:

LOTS 6, 7 AND 8, OF WESTFIELD COMMONS SUBDIVISION AMENDED, ACCORDING TO BOOK 954 OF MAPS, PAGE 5, AND AFFIDAVIT OF CORRECTION IN RECORDING NO. 2008-0733200 AND AFFIDAVIT OF CORRECTION IN RECORDING NO. 2008-1064426, RECORDS OF MARICOPA COUNTY, ARIZONA,

EXCEPT THAT PORTION OF LOT 8, OF WESTFIELD COMMONS SUBDIVISION AMENDED, ACCORDING TO BOOK 954 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8;
THENCE SOUTH 17 DEGREES 38 MINUTES 07 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 8, A DISTANCE OF 52.41 FEET TO THE BEGINNING OF A TANGENT CURVE;
THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTHERLY 15.42 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 40 MINUTES 01 SECONDS;
THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00 DEGREES 31 MINUTES 55 SECONDS WEST, A DISTANCE OF 31.40 FEET;
THENCE LEAVING SAID EASTERLY LINE, NORTH 89 DEGREES 24 MINUTES 05 SECONDS WEST, BEING PARALLEL WITH AND 96.49 FEET SOUTH OF THE NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 332.24 FEET;
THENCE NORTH 00 DEGREES 35 MINUTES 55 SECONDS EAST, A DISTANCE OF 96.49 FEET TO A POINT ON SAID NORTHERLY LINE;
THENCE SOUTH 89 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 313.86 FEET TO THE **POINT OF BEGINNING.**

EXHIBIT B


BELL ROAD
160TH AVENUE
VISTA RANCH ROAD
POST DRIVE
SARIVAL ROAD
SHEET 3
SHEET 4
SHEET 5
SHEET 6
WESTFIELD COMMONS SUBDIVISION AMENDED BOOK 954, PAGE 05, M.C.R. (NOT A PART)
MOUNTAIN VISTA RANCH PARCEL 10 BOOK 417, PAGE 34, M.C.R. (NOT A PART)
MOUNTAIN VISTA RANCH PARCEL 14 BOOK 476, PAGE 16, M.C.R. (NOT A PART)
MOUNTAIN VISTA RANCH PARCEL 7 AMENDED BOOK 475, PAGE 47, M.C.R. (NOT A PART)
PARCEL NO. 1 SPECIAL WARRANTY DEED DOC. NO. 2007-1289324, M.C.R.
PARCEL NO. 2 TRACT A BK. 954, PG. 5, M.C.R.
PARCEL NO. 3 LOT 1 BK. 954, PG. 5, M.C.R.
PARCEL NO. 3 LOT 2 BK. 954, PG. 5, M.C.R.
PARCEL NO. 3 LOT 6 BK. 954, PG. 5, M.C.R.
PARCEL NO. 3 LOT 7 BK. 954, PG. 5, M.C.R.
PARCEL NO. 3 PORTION OF LOT 8 BK. 954, PG. 5, M.C.R.
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
SPECIAL WARRANTY DEED DOC. NO. 2010-0587548, M.C.R. (NOT A PART)
NORTH QUARTER CORNER SECTION 6, T3N, R1W FOUND 3" CITY OF SURPRISE BRASS CAP FLUSH, STAMPED LS 19344, DATED 2010
NORTHWEST CORNER SECTION 6, T3N, R1W FOUND 3" CITY OF SURPRISE BRASS CAP IN HAND HOLE DOWN 0.4'
P.O.C. OF PARCEL NO. 1
P.O.B. OF PARCEL NO. 1
PROPERTY CORNER NOT SET LIES WITHIN BLOCK WALL
FOUND P.K. NAIL W/ TAG, #16294
FOUND REBAR W/ CAP #35832 0.3' EAST (NOT ACCEPTED)
FOUND 1-1/2" ALUMINUM CAP STAMPED OLSSON LS 16294
FOUND REBAR W/ NO I.D., BENT, SHOT AT BASE, 0.2' NORTH (NOT ACCEPTED)
FOUND REBAR W/ CAP, ILLEGIBLE, 0.2' NORTH (NOT ACCEPTED)
(BASIS OF BEARING) S89°24'05"E 2024.19'
1460.39'
512.18'
S00°35'55"W 65.00'
S00°35'55"W 84.95'
S00°35'55"W 192.13'
S00°35'55"W 13.00'
S89°24'05"E 719.44'
S89°24'05"E 332.24'
S00°35'55"W 96.49'
S89°24'05"E 1407.02'
N89°24'05"W 834.26'
N00°31'56"E 577.51'
S00°31'56"W 2646.16'
S34°45'38"E 497.10'
S23°39'08"E RADIAL
R=200.00' D=47°46'42" L=166.78'
R=313.50' D=7°06'37" L=39.09'
R=162.00' D=2°45'24" L=7.79'
R=374.00' D=9°50'01" L=64.19'
R=774.00' D=35°17'33" L=476.76'
R=750.00' D=26°14'33" L=343.51'
R=797.00' D=26°14'33" L=365.04'
R=1144.95' D=3°13'56" L=64.58'
R=1175.00' D=20°48'44" L=426.83'
L=48.10'
N81°28'55"E 60.00'
S81°28'55"W 13.00'
S89°24'05"E 55.00'
318.72'
98.77'
24'
30' A.U.E.
20' A.U.E.
20' U.E.
55' R/W PER BOOK 863, PAGE 47, M.C.R.
19' R/W PER BOOK 954, PAGE 05, M.C.R.
59' R/W PER BOOK 954, PAGE 05, M.C.R.
47' R/W PER BOOK 954, PAGE 05, M.C.R.
60' R/W PER BOOK 475, PAGE 47, M.C.R.
8' ELECTRIC EASEMENT
8' UTILITY EASEMENT
28' U.E.
COMMUNICATION EASEMENT (CENTERLINE SHOWN NO WIDTH GIVEN APPROXIMATE LOCATION)
MATCH EXISTING 30' SRWD DRAINAGE EASEMENT
LINE TABLE
LINE NO. | DIRECTION | LENGTH
L1 | S89°24'05"E | 50.00'
L2 | S00°31'55"W | 124.31'
L3 | S08°31'05"E | 109.85'
L4 | S89°24'05"E | 32.62'
L5 | S00°31'55"W | 248.16'
L6 | N06°32'42"W | 151.09'
L7 | N00°35'55"E | 19.95'
CURVE TABLE
CURVE NO. | RADIUS | DELTA | LENGTH
C1 | 373.00' | 9°03'00" | 58.92'
C2 | 143.00' | 17°25'22" | 43.48'
C3 | 294.50' | 7°08'37" | 36.72'

SURPRISE
ARIZONA

FS20-234
Bungalows at Mountain Vista Ranch PAD Rezone

Mayor and City Council – August 18, 2020

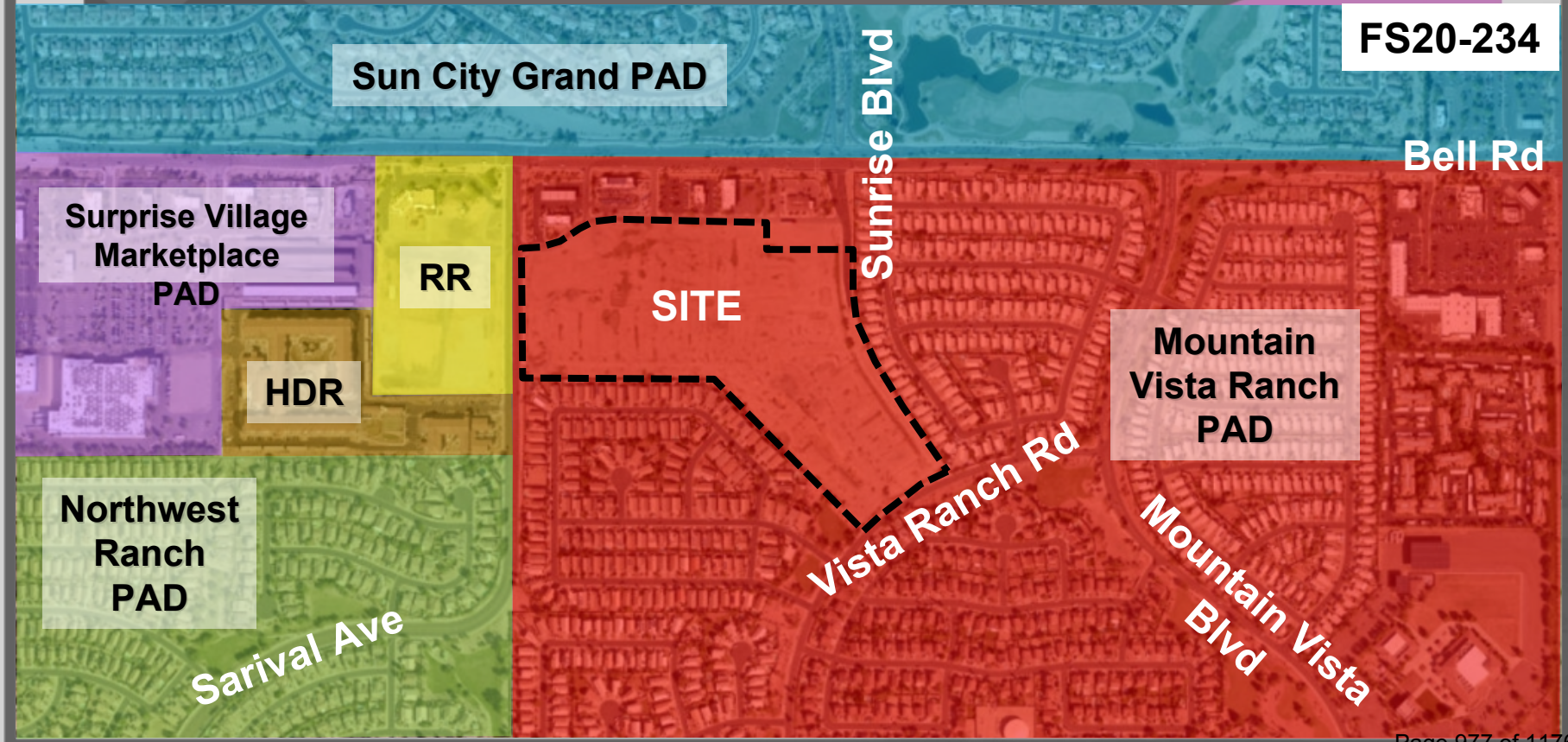
VICINITY MAP

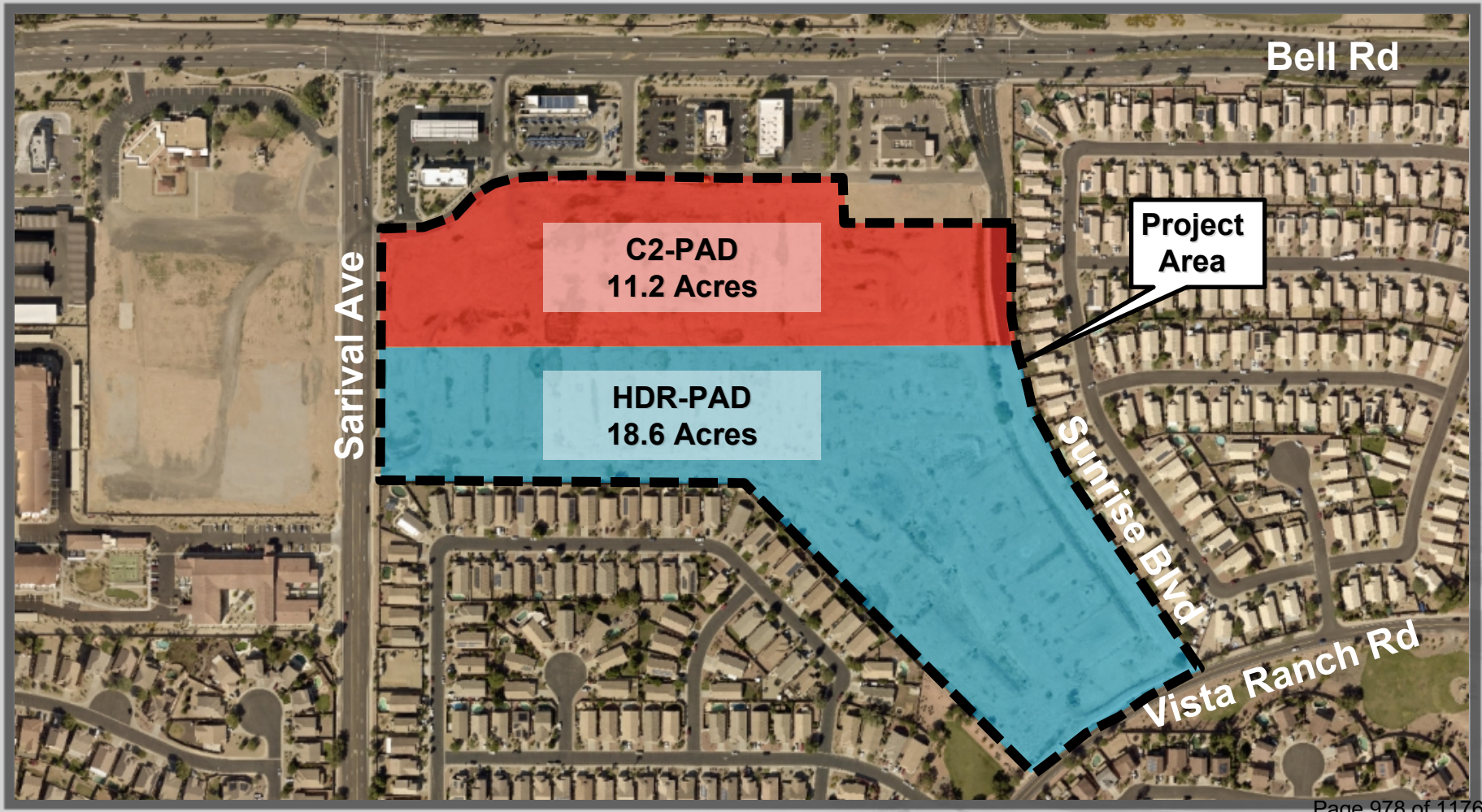


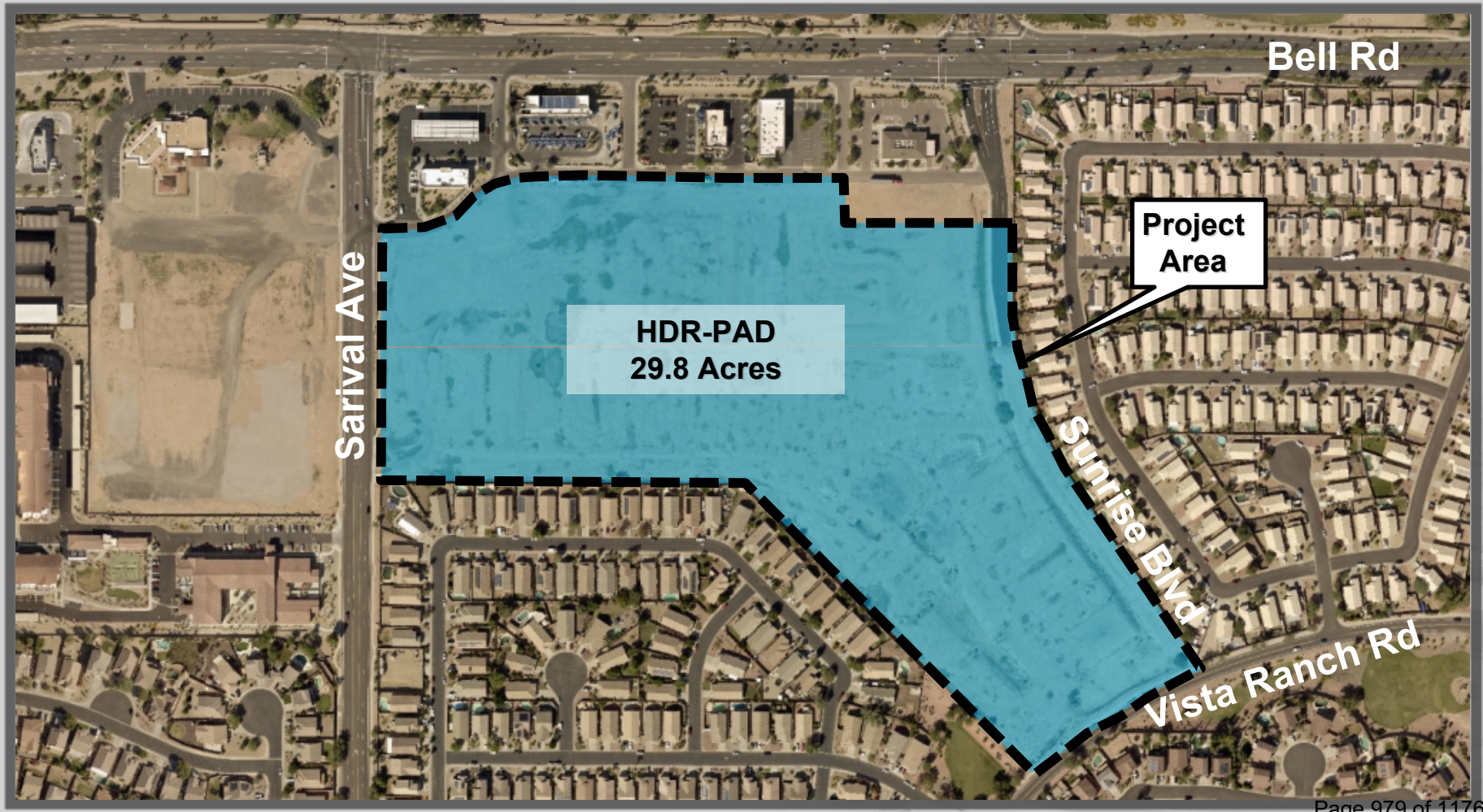
VICINITY MAP



ZONING MAP


FS20-234
Sun City Grand PAD
Sunrise Blvd
Bell Rd
Surprise Village Marketplace PAD
RR
HDR
SITE
Mountain Vista Ranch PAD
Northwest Ranch PAD
Vista Ranch Rd
Mountain Vista Blvd
Sarival Ave


Bell Rd
Project Area
C2-PAD
11.2 Acres
HDR-PAD
18.6 Acres
Sarival Ave
Sunrise Blvd
Vista Ranch Rd


Bell Rd
Project Area
HDR-PAD
29.8 Acres
Sarival Ave
Sunrise Blvd
Vista Ranch Rd

HDR-PAD Multifamily Development Standards

Minimum Lot Area Per Unit	3,000 square feet
Minimum Dwelling Unit Separation	Minimum dwelling unit separation to be 10 feet apart except for attached duplex units.
Minimum Building Separation	10 feet for dwelling units and 5 feet for garages.
Maximum Building Height	26 feet
Sarival Avenue (West)	20 feet
Private Access Road (North)	15 feet
Sunrise Blvd (East)	15 feet
South Perimeter	20 feet – Rear yards are permitted in required landscape setback.
North Perimeter (Not adjacent to Road)	20 feet – Rear yards are permitted in required landscape setback.
Perimeter Building and Landscape Setbacks	Rear yards are permitted in required landscape setback.
Required Open Space	900 square foot per unit average – Open space includes a combination of common open space and private outdoor backyards with a minimum of 700 square feet per unit provided as common open space.


SITE PLAN DATA
GROSS AC.
NET AC.
APN#:
EXISTING ZONING:
PROPOSED USE:
TOTAL # OF UNITS:
DENSITY (NET):
PROPOSED BUILDING HEIGHT:
OPEN SPACE PROVIDED:
LOT COVERAGE PROVIDED:
REQUIRED PARKING:
PROPOSED PARKING:
11.4 DU/AC (Net)
Single story

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020

Contact Person: Mike Hoover, STRATEGIC PTNR LIASN

Submitting Department: Economic Development

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Fourth Amendment to Reciprocal Easement between the City of Surprise and Surprise Center Development Company; Resolution #2020-102.

Motion:

I move to approve Resolution # 2020-102.

Background:

Surprise Center Development Company (SCDC) owns approximately 472 acres of real property, located in the square mile area bounded by Bell Road on the north, Greenway Road on the south, Litchfield Road on the east, and Bullard Avenue on the west. The City Center includes the Surprise Center Development's property, and separate property owned by the City upon which the Surprise City Hall, Ottawa University, the Surprise tennis center, Dreamcatcher Park, and other government facilities are located. In 2017 the city approved a 3rd Amendment to the Reciprocal Easement Agreement allowing for post-secondary education on city land adjacent to City Hall.

The City of Surprise and Surprise Center Development Company recognize the value of the incentive agreement approved in 2019. In effort to continue to work closely, both parties have developed two beneficial agreements, Fourth Amendment to the Reciprocal Easement Agreement, and the Roadway Acquisition and Development Agreement.

Objective Analysis:

The Fourth Amendment to the Reciprocal Easement Agreement (REA) addresses approximately +/- 5 acres of city land under lease with Ottawa University. The university leased approximately +/- 14 acres of city land in 2018. The subject +/-5 acres are occupied by the recently completed (2019) student housing and union buildings. The amendment to the REA benefits the city's long-term planning and reuse abilities by providing the property additional uses beyond government and post-secondary education. The reuse categories included in the amendment are hotel, multi-family apartment, and conference center. The amendment may also aid development capacity on the +/- 5 acres from financial institutions due to reuse abilities.

Policy Compliant:

The agreement is consistent with the City Council Strategic Plan, Strategy 2.6, "Foster the development of Surprise City Center".

Financial Impact:

No financial impact.

Budget Impact:

No budget impact.

FTE Impact:

No FTE impact.

ATTACHMENTS:

1. 20.08.06 EVR Resolution 2020-102
2. REA
3. Signed Fourth Amendment REA v4 Final Execution

RESOLUTION # 2020-102

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FOURTH AMENDMENT TO THE RECIPROCAL EASEMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

WHEREAS, the City of Surprise and Surprise Center Development Company, LLC ("SCDC") entered into a Reciprocal Easement Agreement dated April 28, 2000 for development of Surprise City Center, which includes property owned by the City improved with several public facilities, including the Surprise City Hall, leased city-owned property upon which is located Ottawa University, and several other separate parcels owned by SCDC;

WHEREAS, the Reciprocal Easement Agreement has been previously amended three times, with the Third Amendment to Reciprocal Easement Agreement approved in January 2017 to allow for post-secondary education uses on city-owned land adjacent to City Hall, where Ottawa University is now located;

WHEREAS, the City and SCDC now desire to enter into the Fourth Amendment to Reciprocal Easement Agreement which would allow for reuse of approximately +/- 5 acres of the Ottawa University site for a hotel, multi-family, and/or conference center, if the property ceases to be used for post-secondary education purposes or government purposes;

WHEREAS, these additional reuse options of hotel, multi-family, and conference center, along with existing use options of government and post-secondary education, all provide the City land increased opportunity for development; and

WHEREAS, the Mayor and City Council find that the Fourth Amendment to Reciprocal Easement Agreement aids long-term planning and development capabilities for the +/- 5 acres of City land adjacent to City Hall.

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

Section 1. The Fourth Amendment to the Reciprocal Easement Agreement between the City of Surprise and Surprise Center Development Company, L.L.C., an Arizona limited liability company, attached hereto as Exhibit "A," is hereby approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit “A” – Fourth Amendment to Reciprocal Easement Agreement

SURPRISE
ARIZONA

Reciprocal Easement Agreement

August 18, 2020

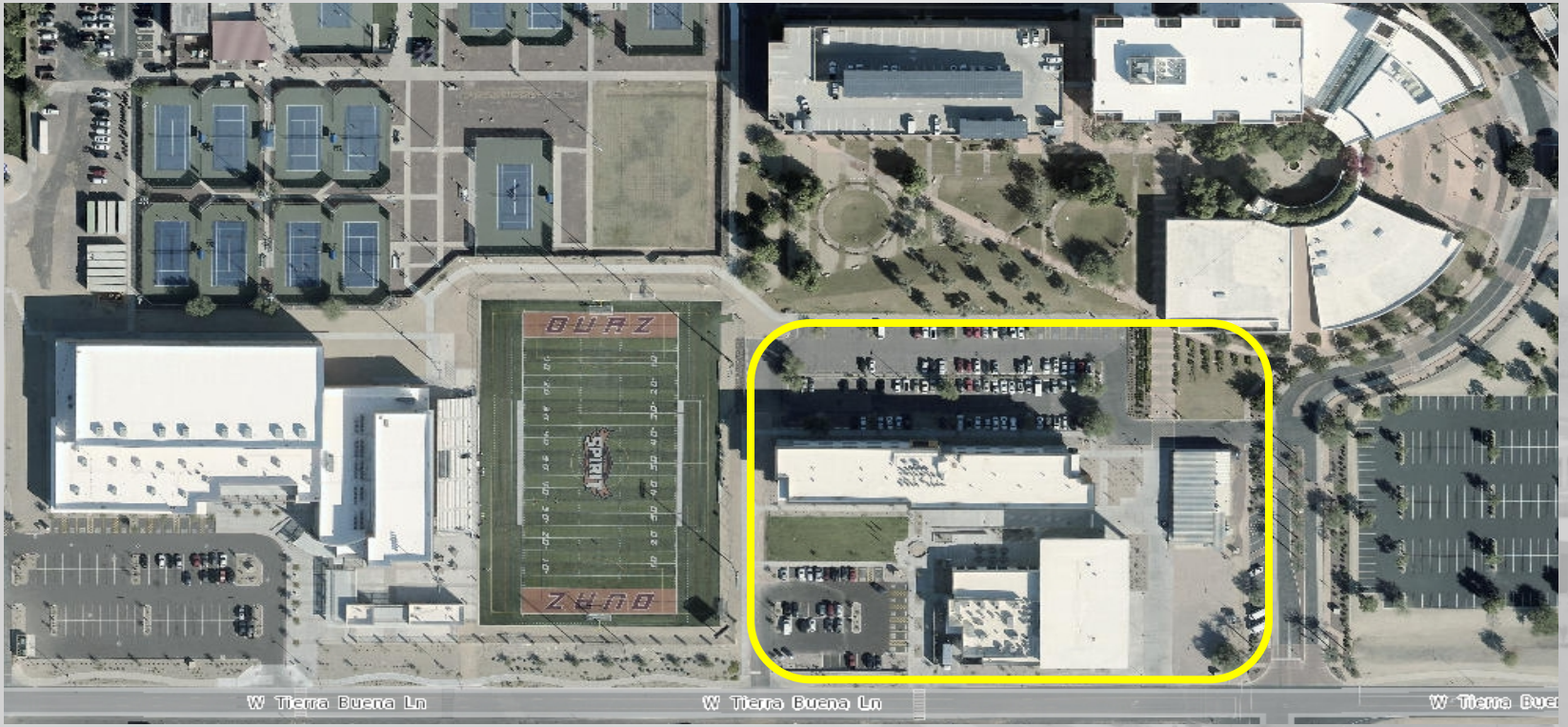
Reciprocal Easement Agreement

4TH AMENDMENT

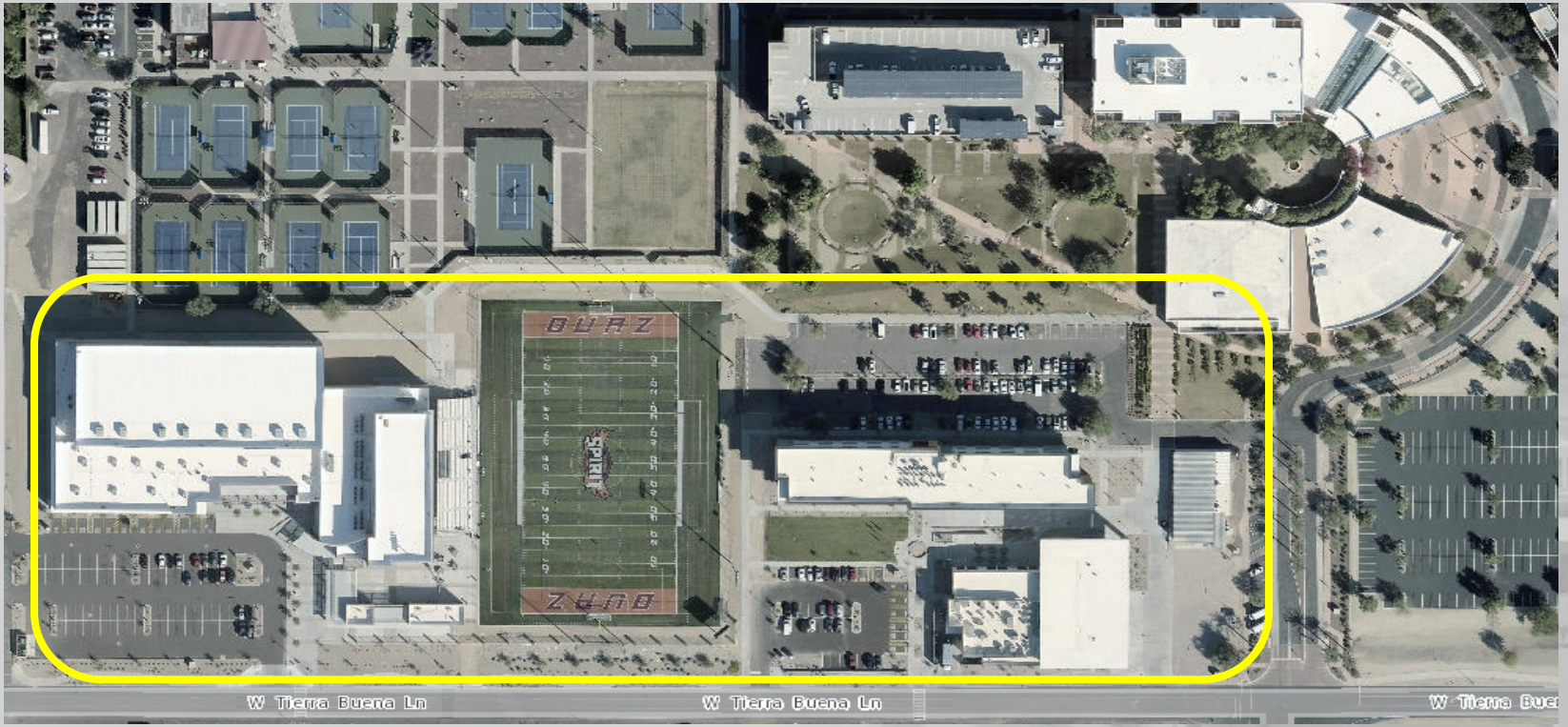
- Location
- Previous Amendment
- 4th Amendment



Location



Previous Amendment



4th Amendment

- Long Term Planning
- Potential Reuse Options
- Hotel, Multi-Family
- Conference Center



SURPRISE
ARIZONA

Thank You

When recorded, return to:

City Clerk, City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374

FOURTH AMENDMENT
TO
RECIPROCAL EASEMENT AGREEMENT

This Fourth Amendment to Reciprocal Easement Agreement (the "**Fourth Amendment**") is made and entered into as of the ____ day of _____, 2020, by and between the **CITY OF SURPRISE,** an Arizona municipal corporation (the "**City**"), and **SURPRISE CENTER DEVELOPMENT COMPANY L.L.C.,** an Arizona limited liability company ("**Developer**").

RECITALS

A. Developer and the City have entered into that certain Reciprocal Easement Agreement dated April 28, 2000 and recorded on April 28, 2000 in Instrument No. 2000-0325408, official records of Maricopa County, Arizona (the "**Original Agreement**"), as amended by that certain First Amendment to Reciprocal Easement Agreement dated September 27, 2001 and recorded on October 9, 2001 in Instrument No. 2001-0934096, official records of Maricopa County, Arizona (the "**First Amendment**"), and by that certain First Amendment to the Reciprocal Easement Agreement (which, although denominated as a First Amendment, is in fact a second amendment) recorded on September 2, 2003 in Instrument No. 2003-1220236, official records of Maricopa County, Arizona (the "**Second Amendment**"), and by that certain Third Amendment to Reciprocal Easement Agreement recorded on January 4, 2017 in Instrument No. 2017-0004663, official records of Maricopa County (the "**Third Amendment**") (the Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment is hereinafter referred to as the "**REA**").

B. Defined terms appear in this Fourth Amendment with the first letter of each word in the term capitalized. Unless otherwise defined herein, defined terms shall have the meanings attributed to them in the REA.

C. The parties desire to amend the REA to remove the restrictions that limit the uses on approximately 16 acres of City owned property to encourage the use of that property for a residential University.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Use of City Site.** Section 2 of the REA (as most recently amended in the Third Amendment and approved by the City Council on January 3, 2017) is hereby amended by adding the following

sentences. The revised Section 2 will hereafter read as follows (new text appears in ALL CAPITAL LETTERS):

> **2.** **Use of City Site.** The City Site shall be used only for public purposes that are directly related to the governance, operation, maintenance, or administration of any governmental agency or subdivision of the State of Arizona, which shall include without limitation, parks, libraries, museums, amphitheaters, facilities for underground storage and recovery of effluent and/or CAP water, police, fire, courts, governmental offices, and other similar uses. Notwithstanding the forgoing, all postsecondary education campus uses shall, in addition to the public purposes use above, be an allowed use on the Property described on the attached Exhibit entitled: Description of three parcels with the approximate acreage as follows: 13 acre City Parcel located north of Tierra Buena, 0.6 acre parcel occupied by the Communiversity building, and the 2 acre parcel west of the City Hall Parking Garage, all owned by City and more particularly described on exhibits attached hereto and incorporated herein by this reference.
>
> THAT PORTION OF THE CITY SITE THAT HAS BEEN AND WILL BE DEVELOPED BY OTTAWA UNIVERSITY OF ARIZONA ("OUAZ") FOR POSTSECONDARY EDUCATION CAMPUS USES IDENTIFIED AS "ZONE 3" ON THE ATTACHED EXHIBIT "A-2-3 ZONE 3 OF INITIAL PARCEL" AND DEPICTED ON THE ATTACHED EXHIBIT "A-2-3-1", MAY BE CONVERTED AND/OR REPURPOSED FOR COMMERCIAL OPERATION AS A HOTEL, MULTI-FAMILY APARTMENT BUILDING (WITH NO AGE-RESTRICTION OR ASSISTED LIVING), AND/OR A CONFERENCE CENTER IN THE EVENT THAT (1) THIS PORTION OF THE CITY PROPERTY CEASES TO BE USED FOR POSTSECONDARY EDUCATION BY OUAZ OR A SUCCESSOR COLLEGE OR UNIVERSITY, AND (2) THE CITY AND THE LESSEE OR OTHER OPERATOR (IF ANY) OF THIS PORTION OF THE CITY PROPERTY HAVE MADE A DILIGENT AND GOOD FAITH EFFORT, FOR A PERIOD OF AT LEAST ONE (1) YEAR, TO SECURE A REPLACEMENT POSTSECONDARY COLLEGE OR UNIVERSITY USER FOR SUCH PORTION OF THE CITY PROPERTY AND THOSE EFFORTS ARE NOT SUCCESSFUL (IT BEING AGREED, HOWEVER, THAT THE CITY AND THE LESSEE OR OTHER OPERATOR, IF ANY, SHALL NOT BE REQUIRED TO ACCEPT RATES OR TERMS THAT ARE LESS FAVORABLE THAN THEN-EXISTING MARKET RATES AND TERMS). ANY FUTURE CONVERSION AND/OR REPURPOSING SHALL BE ACCOMPLISHED FOLLOWING THE CITY'S THEN STANDARD APPROVAL PROCESSES AND PROCEDURES FOR DEVELOPMENT OF REAL PROPERTY LOCATED WITHIN THE CITY OF SURPRISE AND FOR LEASE OF CITY-OWNED LAND, AS APPLICABLE.

2. **Counterparts.** This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. **Effect of Amendment.** The REA, as amended and supplemented by this Fourth Amendment, is hereby ratified and shall remain in full force and effect.

[NO FURTHER TEXT ON THIS PAGE—SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date set forth above.

"DEVELOPER"

SURPRISE CENTER DEVELOPMENT COMPANY L.L.C.,
an Arizona limited liability company

By: AIRFIELD CAPITAL PARTNERS L.L.C., an Arizona limited liability company, its Manager

By: AIRFIELD MANAGEMENT ASSOCIATES L.L.C., an Arizona limited liability company, its Member

By: TRW Partners LLC, an Arizona limited liability company, its Member

By: The Richard West Company, an Arizona corporation, its Manager

By: _____
Richard B. West III, its President

STATE OF ARIZONA)
) ss.
Country of Maricopa)

The foregoing instrument was acknowledged before me this 11th day of August, 2020, by Scott Phillips for Richard B. West III, the President of The Richard West Company, an Arizona corporation, the Manager of TRW Partners LLC, an Arizona limited liability company, a Member in Airfield Management Associates L.L.C., an Arizona limited liability company, a Member in Airfield Capital Partners L.L.C., an Arizona limited liability company, the Manager of SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., an Arizona limited liability company, on behalf thereof.

_____
Notary Public

My Commission Expires:

CRISTINE REYNOLDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 2, 2020

"THE CITY"

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, its Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Skip Hall, Mayor of the CITY OF SURPRISE, an Arizona municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires:

EXHIBIT "A-2-3 ZONE 3 of INITIAL PARCEL"

DESCRIPTION

A parcel of land situated in the south half of Section 4, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows;

COMMENCING at the south quarter corner of said section 4, marked with a City of Surprise brass cap monument in a hand hole from which the southwest corner of said Section 4, marked with a City of Surprise brass cap flush, lies North 89°09'02" West 2636.03 feet;

Thence along the north–south midsection line of said Section 4 North 00°12'57" East 1382.37 feet;

Thence North 89°05'13" West 88.01 feet to the POINT OF BEGINNING;

Thence along the north line of Tierra Buena Lane North 89°05'13" West 435.14 feet;

Thence departing said north line North 00°54'47" East 417.43 feet;

Thence South 89°07'22"E 395.17 feet;

Thence North 00°56'47" East 10.99 feet;

Thence South 89°03'14" East 123.17 feet;

Thence North 00°57'10" East 4.63 feet;

Thence South 89°04'52" East 40.03 feet to the beginning of a non-radial curve, concave northwesterly, the center of which lies North 12°42'42" West 180.36 feet;

Thence northeasterly along the arc of said curve through a central angle of 50°36'17" a distance of 159.30 feet;

Thence South 63°18'59" East 38.64 feet to a point on a non-tangent curve, concave northwesterly, the center of which lies North 63°18'59" West 219.00 feet;

DESCRIPTION continued on page 2 of 2

DESCRIPTION (continued from page 2 of 3)

Thence southwesterly along the arc of said curve through a central angle of 57°28'25" a distance of 219.68 feet to the beginning of a compound curve, concave southeasterly having a radius of 87.50 feet;

Thence southwesterly along the arc of said curve through a central angle of 83°56'30" a distance of 128.19 feet;

Thence South 00°12'57" West 270.10 feet;

Thence South 45°34'25" West 46.38 feet to the POINT OF BEGINNING.

Containing 4.7521 acres, more or less.

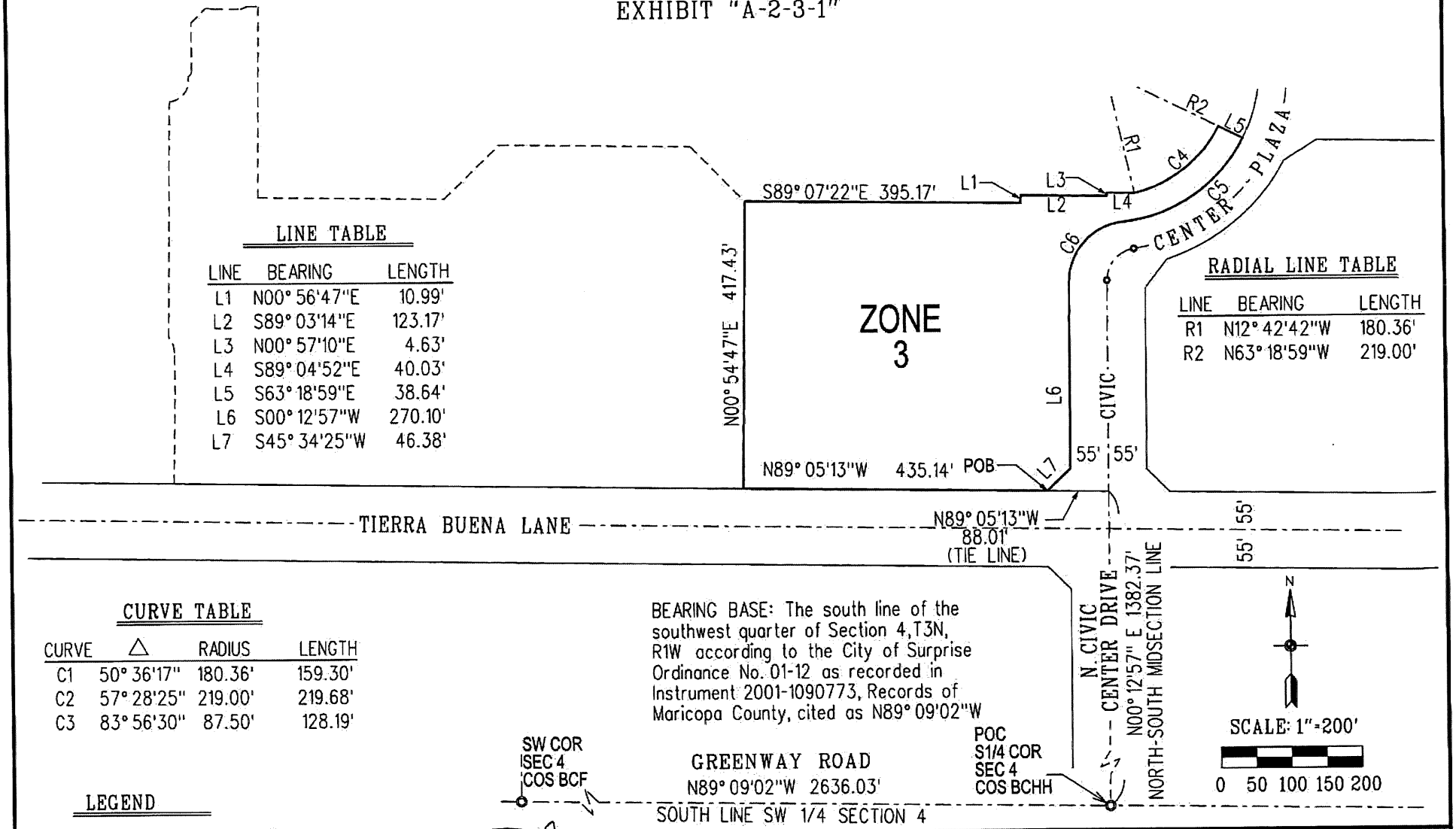
Attached is Exhibit "A-2-3-1" and by this reference is made a part hereof.

End of description



EXPIRES 09-30-2020

EXHIBIT "A-2-3-1"



LINE TABLE

LINE	BEARING	LENGTH
L1	N00° 56'47"E	10.99'
L2	S89° 03'14"E	123.17'
L3	N00° 57'10"E	4.63'
L4	S89° 04'52"E	40.03'
L5	S63° 18'59"E	38.64'
L6	S00° 12'57"W	270.10'
L7	S45° 34'25"W	46.38'

RADIAL LINE TABLE

LINE	BEARING	LENGTH
R1	N12° 42'42"W	180.36'
R2	N63° 18'59"W	219.00'

CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	50° 36'17"	180.36'	159.30'
C2	57° 28'25"	219.00'	219.68'
C3	83° 56'30"	87.50'	128.19'

BEARING BASE: The south line of the southwest quarter of Section 4, T3N, R1W according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as N89° 09'02"W

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
COS	CITY OF SURPRISE
BCF	BRASS CAP FLUSH
BCHH	BRASS CAP IN HANDHOLE
☐	SUBJECT PROPERTY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
01-22-18
Date Signed
ARIZONA, U.S.A.

EXPIRES 09/30/20

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

ZONE 3 OF INITIAL PARCEL

PROJECT # 15030	DRAWN BY RCD	DATE 01-22-18	SHEET 1 OF 1

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020

Contact Person: Mike Hoover, STRATEGIC PTNR LIASN

Submitting Department: Economic Development

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action to approve or disapprove a Roadway Acquisition and Development Agreement for a portion of Elm Street between the City of Surprise and Surprise Center Development Company; Resolution #2020-103.

Motion:

I move to approve/deny Resolution #2020-103, Roadway Acquisition and Development Agreement for a portion of Elm Street.

Background:

Surprise Center Development Company (SCDC) owns approximately 472 acres of real property, located in the square mile area bounded by Bell Road on the north, Greenway Road on the south, Litchfield Road on the east, and Bullard Avenue on the west. The City Center includes the Surprise Center Development's property, and separate property owned by the City upon which the Surprise City Hall, Ottawa University, the Surprise tennis center, Dreamcatcher Park, and other government facilities are located.

The City of Surprise and Surprise Center Development Company recognize the value of the incentive agreement approved in 2019. In effort to continue to work closely, both parties have developed two beneficial agreements, Fourth Amendment to the Reciprocal Easement Agreement, and the Roadway Acquisition and Development Agreement.

Objective Analysis:

The Roadway Acquisition and Development Agreement will turn over ownership of Elm Street from Civic Center Drive to 140th Avenue to the city. The city will be obligated to maintain the road from Civic Center Drive to 142nd Avenue. The city will have discretion regarding maintenance and traffic access from 142nd Avenue to 140th Avenue. Future development to the south of Elm Street will be obligated to build the full cross section of a new road. Surprise Center Development Company will perform pavement preservation consisting of patch and seal, and striping prior to roadway dedication. Surprise Center Development Company will also close the driveway from Litchfield Road onto Elm Street. The current driveway does not align with the driveway across Litchfield Road. Future driveway development will realign with the driveway across Litchfield Road, creating safer traffic movements. Future development to the south of Elm Street will be required to build the full street.

Policy Compliant:

The agreement is consistent with the City Council Strategic Plan, Strategy 2.6, "Foster the development of Surprise City Center."

Financial Impact:

This action has no financial impact. The current road condition is distressed and will be addressed by the pavement preservation Surprise Center Development is performing.

Budget Impact:

This action has no budgetary impact. The current road condition is distressed and will be addressed by the pavement preservation Surprise Center Development is performing. The road could need additional maintenance in the future with another micro seal to raise the level of condition. The estimated cost to micro seal the area between Civic Center Drive and 142nd Avenue is $8,000 – $10,000. If the city were to choose to micro seal the additional

segment of Elm Street from 142nd Avenue to 140th Avenue, it is estimated to be an additional $16,000 to $20,000. The city has existing funds in pavement preservation and/or the city center infrastructure/maintenance account to cover the cost of Elm Street maintenance.

FTE Impact:

No FTE impact.

ATTACHMENTS:

1. Exhibit A_Property Depiction
2. Exhibit D_Elm Street Depiction
3. Elm Street ROW
4. 20.08.06 EVR Resolution 2020-103
5. Signed Roadway Aquisiton and Exhange
6. Exhibit B NE QUADRANT LEGAL DESCRIPTION
7. EXHIBIT C Elm Legal
8. Signed Exhibit E Roadyway Dedication

EXHIBIT A

Depiction of City Center

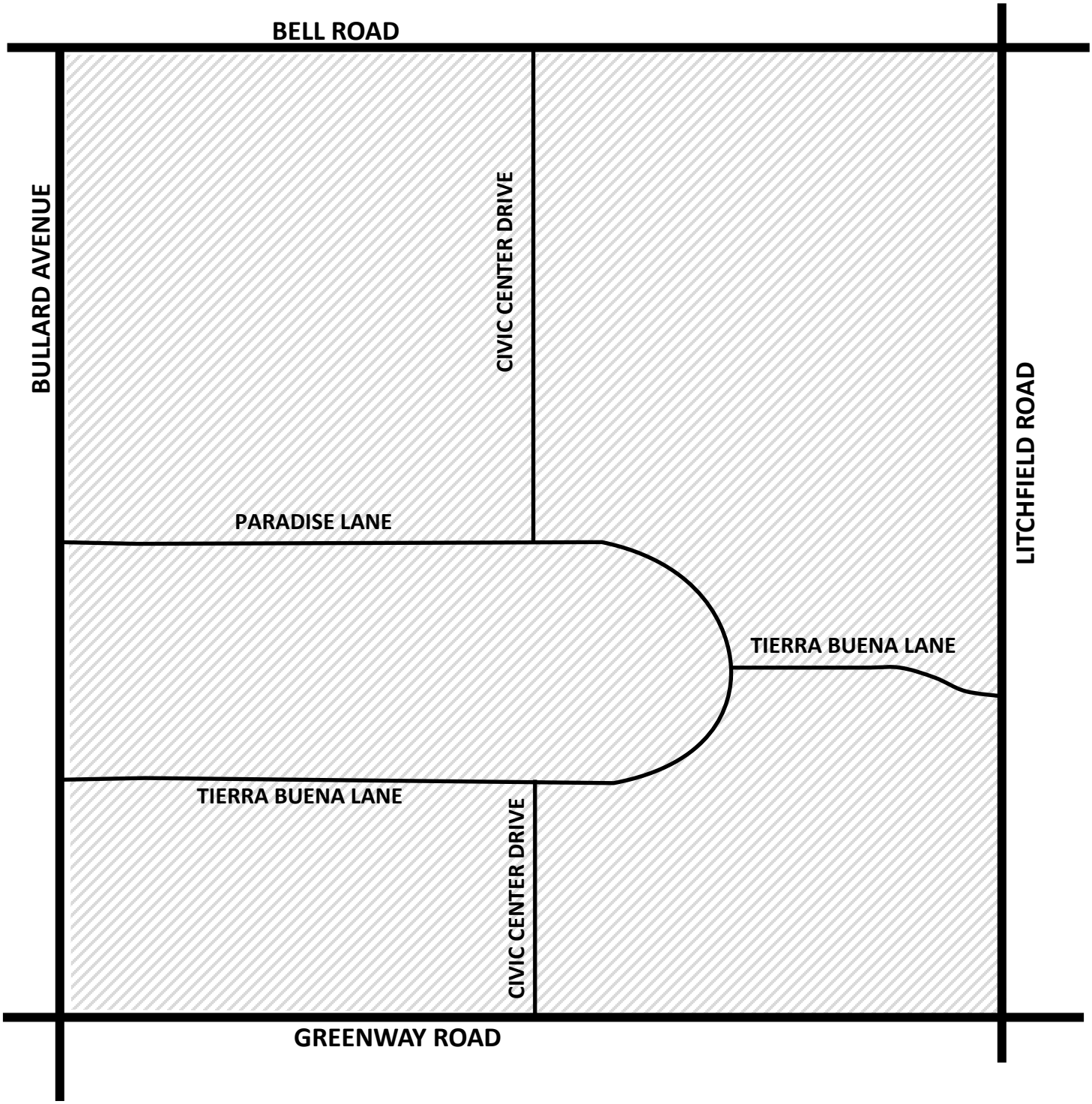
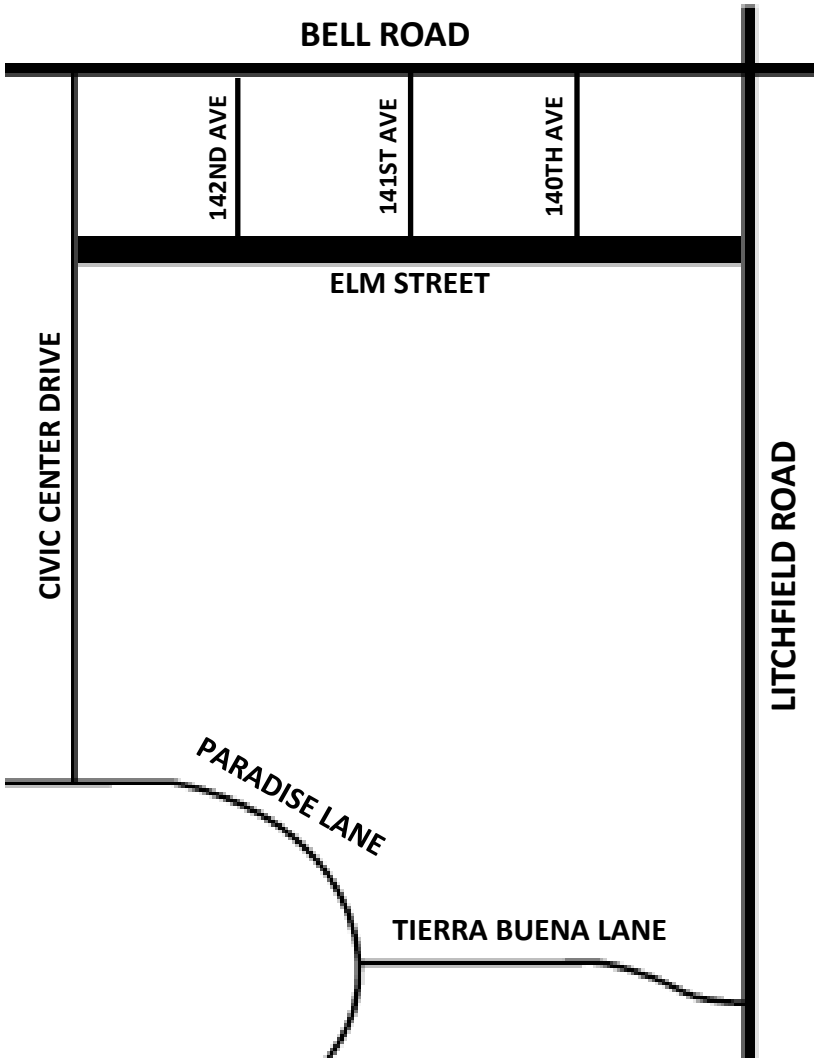


EXHIBIT D

Depiction of Elm Street



SURPRISE
ARIZONA

Elm Street ROW Acquisition

August 18, 2020

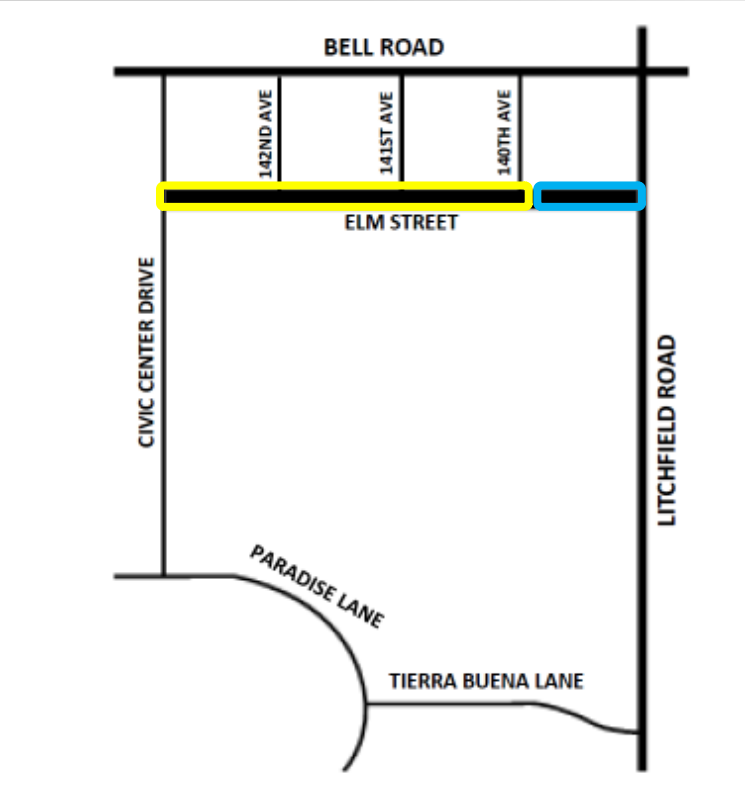
ROW Acquisition

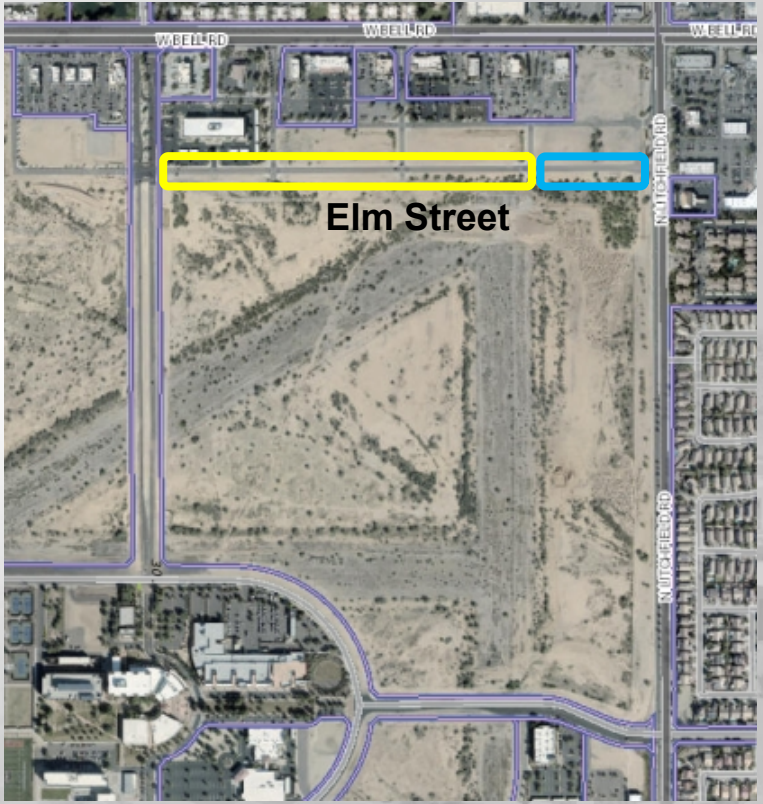
ELM STREET

- Location
- Previous Amendment
- Acquisition Agreement



Location

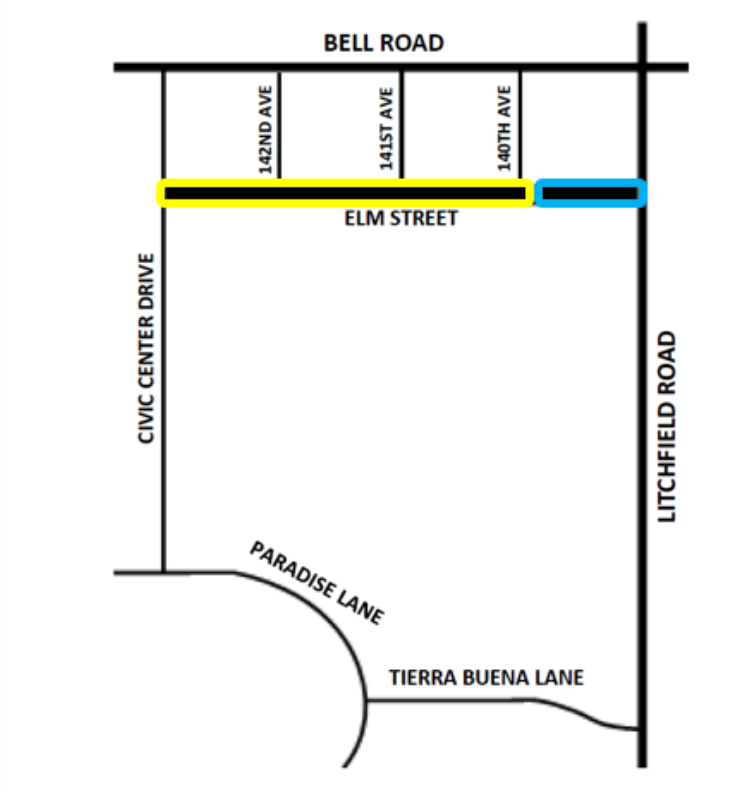

BELL ROAD
142ND AVE
141ST AVE
140TH AVE
ELM STREET
CIVIC CENTER DRIVE
LITCHFIELD ROAD
PARADISE LANE
TIERRA BUENA LANE


W BELL RD
W BELL RD
N LITCHFIELD RD
Elm Street
N LITCHFIELD RD

ROW Acquisition

City
- Acquisition, Civic to 140th
- Interim Maintenance

Surprise Center Development
- New Seal on Elm Street
- Driveway Coordination



SURPRISE
ARIZONA

Thank You

RESOLUTION # 2020-103

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A ROADWAY ACQUISITION AND DEVELOPMENT AGREEMENT FOR A PORTION OF ELM STREET BETWEEN THE CITY OF SURPRISE AND SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

WHEREAS, in 1997, the City of Surprise and Surprise Center Development Company, LLC ("SCDC") entered into a Redevelopment and Disposition Agreement (the "RDA") relating to property owned by SCDC within City Center, which is generally bounded by Bell Road to the north, Litchfield Road to the east, Greenway Road to the south, and Bullard Avenue to the West. The RDA has been amended several times, most recently in 2001;

WHEREAS, SCDC currently owns the right-of-way for Elm Street running east to west between Litchfield Road and North Civic Center Drive;

WHEREAS, the City desires to acquire, and SCDC desires to dedicate to the City, the portion of Elm Street between the eastern curb of North 140th Avenue to North Civic Center Drive;

WHEREAS, the City has agreed to accept Elm Street in "as is" condition, however, SCDC has agreed to perform pavement preservation and striping on the roadway to be dedicated;

WHEREAS, after the dedication, the City may, in its absolute discretion, close Elm Street between the eastern curb of North 140th Avenue and the eastern curb of North 142nd Avenue;

WHEREAS, the City and SCDC desire to enter into the Roadway Acquisition and Development Agreement attached as Exhibit "A" to memorialize their respective rights and obligations in regard to dedication of this portion of Elm Street to the City; and

WHEREAS, the Mayor and City Council find that the Roadway Acquisition and Development Agreement will aid long-term planning and development of City Center.

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

Section 1. The Roadway Acquisition and Development Agreement between the City of Surprise and Surprise Center Development Company, L.L.C., an Arizona limited liability company, attached hereto as Exhibit "A," is hereby approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this _____day of _____, 2020.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

Exhibit "A" – Roadway Acquisition and Development Agreement

When recorded, return to:

City Clerk
City of Surprise
16000 North Civic Plaza
Surprise, Arizona 85374-7470

ROADWAY ACQUISITION AND DEVELOPMENT AGREEMENT

(Surprise, Arizona)

This Roadway Acquisition and Development Agreement (the "Agreement") is made to be effective as of _____, 2020 ("Effective Date"), by and between Surprise Center Development Company L.L.C., an Arizona limited liability company ("SCDC" or "Developer") and the City of Surprise, an Arizona municipal corporation ("City"). SCDC and City may be referred to individually as a "Party" or collectively as the "Parties." The term of this Agreement shall be twenty years (20) from the Effective Date ("Term").

1. Recitals. As background to this Agreement, the Parties state, recite, agree, and acknowledge the following Recitals, each of which is a material term and provision of this Agreement:

A. The Developer Property. The real property in Surprise, Arizona that is located in the square mile area bounded by Bell Road on the north, West Greenway Road on the south, North Litchfield Road on the east, and North Bullard Avenue on the west, and as generally depicted on ***Exhibit A*** attached to this Agreement and fully incorporated into this Agreement ("City Center") includes (i) approximately 472.23 acres of real property owned by SCDC (the "Developer Property"), (ii) separate property that has been sold by SCDC to third parties, and (iii) separate owned by the City upon which the Surprise City Hall, Ottawa University, the Surprise tennis center, Dreamcatcher Park, and other government facilities are located.

B. The Northeast Quadrant. The subject of this Agreement is the portion of the Developer Property that is located within the northeast quadrant of the City Center (i.e., within the portion of the City Center that is generally bounded by Bell Road on the north, the alignment of West Paradise Lane on the south, North Litchfield Road on the east, and North Civic Center Drive on the west). The portion of the Developer Property that is located within the northeast quadrant of the City Center is legally described on ***Exhibit B*** attached to this Agreement and fully incorporated into this Agreement ("Northeast Quadrant"). Although the Developer Property is referenced herein, this Agreement is not intended to (and shall not) create any exception to title or otherwise encumber any portion of the Developer Property other than the Northeast Quadrant, as described in ***Exhibit B***. The Northeast Quadrant is currently vacant, unimproved land.

C. West Elm Street. Located immediately south of the existing commercial development adjacent to the south side of Bell Road is West Elm Street, a roadway that was constructed by SCDC that currently runs from North Litchfield Road west to North Civic Center Drive ("West Elm Street"), as generally depicted on ***Exhibit D*** to this Agreement. By operation of this Agreement, SCDC desires to convey to the City, and the City desires to accept, fee title to West Elm Street between 140th Avenue and North Civic Center Drive, as legally described on ***Exhibit C***, until such time as SCDC submits a development plan to the City for the Northeast Quadrant that includes either a realigned West Elm Street or another future roadway constructed by SCDC (or a third party other than the City) to an agreed-upon street standard and dedicated as a public right-of-way connecting North Litchfield Road to North Civic Center Drive located within the Northeast Quadrant. When this occurs during the Term of this Agreement, SCDC may request that the City abandon all or a portion of West Elm Street between North 140th Avenue and North 142nd Avenue upon satisfaction of the preconditions for abandonment set forth in this Agreement.

D. Existing Development Agreement. SCDC and City previously entered into a Redevelopment and Disposition Agreement relating to the Developer Property, dated June 19, 1997, and recorded June 23, 1997, as Instrument No. 97-0421643, in the Official Records of Maricopa County, Arizona ("Official Records"); and later amended by a First Amendment to Redevelopment and Disposition Agreement dated December 13, 1999, and recorded February 10, 2000, as Instrument No. 2000-0099654, in the Official Records; and later amended by a Second Amendment to Redevelopment and Disposition Agreement dated December 23, 1999, and recorded April 28, 2000, as Instrument No. 2000-0325399, in the Official Records; and later amended by a Third Amendment to Redevelopment and Disposition Agreement dated April 28, 2000, and recorded April 28, 2000, as Instrument No. 2000-0325401, in the Official Records; and later amended by a Fourth Amendment to Redevelopment and Disposition Agreement dated September 27, 2001, and recorded October 9, 2001, as Instrument No. 2001-0934097, in the Official Records (all of the foregoing referred to collectively in this Agreement as the "RDA").

E. Existing Planned Area Development Zoning. The City approved SCDC's Planned Area Development (PAD 00-105) on January 25, 2001 ("PAD"). SCDC's rights pursuant to the PAD are vested pursuant to the RDA and applicable law.

F. Development Incentive Agreement. SCDC and City previously entered into a Development Incentive Agreement relating to the Developer Property, dated August 6, 2019, and recorded on August 14, 2019, as Instrument No. 2019-0626392, in the Official Records of Maricopa County, Arizona, pursuant to which the Parties memorialized satisfaction of certain obligations imposed upon them by the Compromise Settlement Agreement and Full and Final Release of All Claims dated May 5, 2016 ("Settlement Agreement") that settled all claims and matters related to a lawsuit that had been filed by the City against SCDC in 2014 in the Maricopa County Superior Court as CIV2014-011510.

G. Development Agreement. The Parties understand and acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of A.R.S. § 9 500.05, and it shall be recorded against the interest of SCDC in the Northeast Quadrant in the Official Records of Maricopa County, Arizona to give notice to all persons of its existence and

of the Parties' intent that the burdens and benefits contained herein be binding on and inure to the benefit of the Parties and all their successors in interest and assigns.

2. Definitions. Unless otherwise defined in this Agreement, the following defined terms have the meanings set forth below:

"Developer" means SCDC and its successors, grantees, transferees, and assignees as to all or any portion of the Northeast Quadrant

"SCDC" means Surprise Center Development Company L.L.C., an Arizona limited liability company, and its successors, grantees, transferees, and assignees as to all or any portion of the Northeast Quadrant.

"Term" means twenty (20) years from the Effective Date of this Agreement.

3. Conveyance of West Elm Street by Developer to City. Within ten (10) City business days of the Effective Date, Developer shall dedicate as a public right-of-way, using the Dedication of Public Right-of-Way form attached hereto as ***Exhibit E*** the fee title to West Elm Street between North 140th Avenue and North Civic Center Drive, as legally described in ***Exhibit C*** attached to this Agreement and generally depicted on ***Exhibit D*** attached to this Agreement. Upon conveyance, the City will assume from Developer responsibility for maintenance and repair of the roadway surface for West Elm Street between North 140th Avenue and North Civic Center Drive. Such dedication of West Elm Street shall be on an "AS IS" basis, without warranty of any kind by Developer and without any obligation of Developer to repair, enhance or improve the right-of-way as so dedicated, except that prior to dedicating West Elm Street to the City, Developer will perform pavement preservation consisting of patch, seal, and striping. In addition, the City, in its sole and absolute discretion, may elect to close any portion or all of West Elm Street between the eastern curb of North 140th Avenue and the eastern curb of North 142nd Avenue, as generally depicted on ***Exhibit D*** to this Agreement. It is acknowledged that Developer is retaining fee title to West Elm Street between North Litchfield Road and North 140th Avenue, and Developer agrees to promptly close West Elm Street at North Litchfield Road to vehicular traffic until such time as further development occurs in this area of the Northeast Quadrant. The existing road located north of West Elm Street and south of Bell Road may remain open. When this area develops further in the future, any driveways or roads accessing North Litchfield Road will align with existing driveways and/or roads on the east side of North Litchfield Road.

4. Abandonment of West Elm Street by the City to SCDC. When, during the Term, Developer submits to the City a plan for development for a parcel within the Northeast Quadrant, the Developer may request, as a part of the development application, that the City abandon all or a portion of West Elm Street between North 140th Avenue and the eastern curb of North 142nd Avenue, as generally depicted on ***Exhibit D*** to this Agreement, provided the development application includes either a realigned West Elm Street or another east-west road south of the current West Elm Street location and north of the West Paradise Lane alignment connecting North Litchfield Road to North Civic Center Drive to be constructed by Developer (or a third party other than the City) to at least the then current City of Surprise arterial standards and dedicated to the City as a public right-of-way. The abandonment will be reviewed and

considered during the final plat or site plan approval process, as appropriate, but will not be approved until after the east-west road has been fully constructed and accepted by the City or the Developer (or a successor) has posted acceptable financial assurances to guarantee full completion of the construction.

5. City Representations. City represents and warrants to Developer that:

5.1 City has the full right, power, and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery, and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the City Code.

5.2 All consents and approvals necessary to the execution, delivery, and performance of this Agreement have been obtained, and no further action, other than that expressly stated herein, needs to be taken in connection with such execution, delivery, and performance.

5.3 City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence, and enforce this Agreement.

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

5.5 This Agreement (and each undertaking of City contained herein), constitutes a valid, binding, and enforceable obligation of City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. City will act consistent with its obligation of good-faith and fair dealing implied in every contract in the event of any proceeding or litigation arises from its terms that names City as a party or which challenges the authority of City to enter into or perform any of its obligations hereunder and will cooperate with Developer in connection with any other action by a third party in which Developer is a party and the benefits of this Agreement to Developer are challenged. The severability and reformation provisions of Section 14.3 below shall apply in the event of any successful challenge to this Agreement.

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

6. Developer Representations. Developer represents and warrants to City that:

6.1 Developer has the full right, power, and authorization to enter into this Agreement and perform its undertakings contemplated by this Agreement, and the execution, delivery, and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with the organizational documents of Developer.

6.2 All consents and approvals necessary to the execution, delivery, and performance of this Agreement have been obtained, and no further action, other than that expressly stated herein, needs to be taken in connection with such execution, delivery, and performance.

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

6.4 This Agreement (and each undertaking of Developer contained herein) constitutes a valid, binding, and enforceable agreement of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Developer will act consistent with its obligation of good-faith and fair dealing implied in every contract in the event of any proceeding or litigation arising from its terms that names Developer as a party or which challenges the authority of Developer to enter into or perform hereunder and will cooperate with City in connection with any other action by a third party in which City is a party and the benefits of this Agreement to City are challenged. The severability and reformation provisions of Section 14.3 below shall apply in the event of any successful challenge to this Agreement.

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

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

7. Events of Non-Performance; Remedies.

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

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

(b) Developer fails to observe or perform any other material covenant, obligation, or agreement required of it under this Agreement, which failure is not cured.

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

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

(b) City fails to observe or perform any other material covenant, obligation, or agreement required of it under this Agreement, which failure is not cured.

7.3 Grace Periods; Notice and Cure. Upon the occurrence of an Event of Non-Performance by any Party, such Party shall, upon written notice from a performing Party, proceed immediately to cure or remedy such Non-Performance and, in any event, such Non-Performance shall be cured within thirty (30) days after receipt of such notice.

7.4 Remedies on Non-Performance. Whenever any Event of Non-Performance occurs and is not cured (or cure undertaken and diligently pursued to completion) in accordance with Section 7.3 above the performing Party may take any of one or more of the following actions:

(a) Remedies of City. City's exclusive remedies for an Event of Non-Performance by SCDC shall consist of, and shall be limited to, suspending any of its obligations under this Agreement, during the period of the Non-Performance. If the Non-Performance is not cured within the time specified in this Agreement after written notice by City to Developer of such Non-Performance, City may terminate this Agreement by written notice thereof to Developer.

(b) Remedies of Developer. Developer's exclusive remedies for an Event of Non-Performance by City shall consist of, and shall be limited to, seeking equitable remedies or other similar relief requiring City to undertake and to fully and timely perform its obligations under this Agreement. Developer expressly waives any right to seek consequential, punitive, multiple, exemplary, or any other monetary damages.

8. Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Non-Performance by the other Party shall not be considered as a waiver of rights with respect to any other Non-Performance by the performing Party or with respect to the particular Non-Performance except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches, or otherwise at a time when it may still hope to resolve the problems created by the Non-Performance involved.

9. Enforced Delay in Performance for Causes Beyond Control of Party. All periods of time in this Agreement are subject to this Section. Neither City nor Developer, as the case may be, shall be considered in Non-Performance of its obligations under this Agreement in the event of enforced delay ("Enforced Delay") due to causes beyond its control and without its fault, negligence, or failure to comply with applicable laws, including, but not restricted to, acts of God, acts of the Federal, state or local government, acts of the other Party, acts of a third

party, litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or acts of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Northeast Quadrant (whether permanent or temporary) by any public, quasi-public, or private entity. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided that the Party seeking the benefit of the provisions of this Section 9 shall, within thirty (30) days after such Party knows of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either Party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from, or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such Party.

10. Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Non-Performance by the other Party.

11. Cooperation and Alternative Dispute Resolution.

11.1 Representatives. To further the cooperation of the Parties in implementing this Agreement, City and Developer each shall designate and appoint a representative to act as a liaison between City and its various departments and Developer. The initial representative for City shall be its City Manager ("City Representative"), and the initial representative for Developer shall be Richard B. West III ("Developer Representative"). The Parties' respective Representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Developer Property.

11.2 Mediation. If there is a dispute hereunder which is an Event of Non-Performance and which the Parties cannot resolve between themselves in the time frame set forth in Section 7.3 above, the Parties agree that there shall be a ninety (90) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association but shall not be under the administration of the AAA unless agreed to by the Parties in writing, in which case all administrative fees shall be divided evenly between City and Developer.. The matter in dispute shall be submitted to a mediator mutually selected by Developer and City. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, City and Developer shall request that the Presiding Judge of the Superior Court in and for the

County of Maricopa, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years' experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be divided equally between City and Developer. The results of the mediation shall be nonbinding with any Party free to initiate litigation upon the conclusion of the latter of the mediation or of the ninety (90) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238, to the extent not superseded by the Arizona Open Meeting Law, A.R.S. §38-431, et seq.

12. Proposition 207 Waiver. The Developer hereby waives and releases the City from any and all claims under A.R.S. § 12-1134 et seq., including any right to compensation for reduction to the fair market value of the Northeast Quadrant as a result of the City's approval or implementation of this Agreement. The terms of this waiver will run with the land and will be binding upon all subsequent landowners and will survive the expiration or earlier termination of this Agreement.

13. Release and Waiver by Developer. Developer currently owns all property within the Northeast Quadrant that is located adjacent to West Elm Street or that is accessed from West Elm Street. Developer hereby waives and releases the City from any and all claims, including a claim made under A.R.S. § 12-1134, et seq., arising from or in connection with the City's closure of all or part of West Elm Street, as permitted by this Agreement, and/or the City's later abandonment of any portion of West Elm Street to Developer, as permitted by this Agreement. The foregoing waiver and release shall be binding upon Developer and its successors in interest including, but not limited to, all future owners of such property or anyone having an interest therein (including, but not limited to, any lender or lessee).

14. Miscellaneous Provisions.

14.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). The Parties wish to confer exclusive jurisdiction, to the extent possible, upon the Superior Court of Maricopa County for the purpose of coordinating and centralizing any required judicial administration of this Agreement. Accordingly, any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 14.1.

14.2 Assignment and Transfer. Developer may assign, pledge, transfer, convey, and hypothecate all or any portion of its rights in and under this Agreement including (but not limited to) a pledge, collateral assignment, encumbrance, or similar financing or refinancing transaction to any lender which provides acquisition, construction, permanent, working capital,

tenant improvement, or other financing, directly or indirectly, to Developer for all or any part of the Northeast Quadrant.

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

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

14.5 Notices.

(a) Form of Notices and Addresses. Any notice required or permitted under this Agreement (each, a "Notice") shall be in writing and shall be given (i) by personal delivery, (ii) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid, or (iii) by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section:

To City: City Manager
City of Surprise
16000 North Civic Plaza
Surprise, Arizona 85374-7474

With a copy to: City Attorney
City of Surprise
16000 North Civic Plaza
Surprise, Arizona 85374-7470

To Developer: Surprise Center Development Company, LLC
Attn: Richard B. West III
c/o Carefree Partners
11811 North Tatum Boulevard, Suite 4052
Phoenix, Arizona 85028-2300

With a copy to: Surprise Center Development Company, LLC
Attn: Scott Phillips
c/o Carefree Partners
11811 North Tatum Boulevard, Suite 4052
Phoenix, Arizona 85028-2300

With a copy to: Storey Law Firm PLC
Attn: Lesa J. Storey
2824 N. Power Rd., #113-423
Mesa, AZ 85215

Any communication sent by electronic or digital means (e.g., e-mail) is not Notice under the terms of this Agreement.

(b) Effective Date of Notices. Any notice sent by United States Postal Service as certified mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective two (2) business days after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt or refusal to accept receipt by the addressee. Any Party may designate a different person or entity or change the place to which any notice shall be given as herein provided.

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

14.7 Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

14.8 Attorneys' Fees and Costs. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party in any

such dispute shall be entitled to reimbursement of its reasonable attorney's fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

14.9 Waiver. Without limiting the provisions of Section 8 above, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver of such right, remedy, power, or privilege, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

14.10 Third Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement, except for permitted lenders under Section 14.2 above to the extent that they assume or succeed to the rights and obligations of SCDC under this Agreement.

14.11 Exhibits. Without limiting the provisions of Section 1, 3 and 4 of this Agreement, the Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

14.12 Integration; Priority. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation, or representation regarding the subject matters covered by this Agreement. Notwithstanding the foregoing, City agrees and acknowledges that the RDA remains in full force and effect, and that this Agreement is a supplement to, and not a replacement of, the RDA. In the event of an ambiguity in the interpretation of this Agreement, the ambiguity shall be resolved in favor of this Agreement and then the RDA in that order.

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

14.14 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday, or City holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or City holiday.

14.15 Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use, or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise.

14.16 Covenants Running with Land; Inurement. The covenants, conditions, terms, and provisions of this Agreement relating to the Northeast Quadrant shall run with the Northeast Quadrant and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such Northeast Quadrant, and the covenants, conditions, terms and provisions of this Agreement relating to the West Elm Street right-of-way shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such West Elm Street right-of-way. Wherever the term "Party" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns.

14.17 Recordation. Within ten (10) days after this Agreement has been approved by City and executed by the Parties, City shall cause this Agreement to be recorded in the Official Records.

14.18 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Developer. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records. Upon amendment of this Agreement as established herein, references to "Agreement" shall mean the Agreement as amended. The effective date of any amendment shall be the date on which the last representative for the Parties executes the amendment. If, after the effective date of any amendment(s), the Parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the "Original Agreement." When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

14.19 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, or capriciously and will not unreasonably withhold, delay, or condition any requested approval, acknowledgment, or consent.

14.20 Rights of Lenders. City shall, at any time upon reasonable request by Developer, provide to any lender or any purchaser of all or any portion of the Northeast Quadrant an estoppel certificate or other document evidencing that this Agreement is in full force and effect and that no Event of Non-Performance by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing Event of Non-Performance). Upon request by a lender, City will enter into a separate nondisturbance agreement with such lender, in lender's standard form or a form reasonably consistent with such agreements as customarily utilized by lenders in Maricopa County.

14.21 Nonliability of City Officials, Etc., and of Employees, Members and Managers of Developer. No City Council member, official, representative, agent, attorney, or employee of City shall be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any Non-Performance or breach by City or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of City under the terms of this Agreement. No member, manager, representative, agent, attorney, or employee of Developer shall be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any Non-Performance or breach by Developer or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of Developer under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer and shall not extend to or be enforceable against: (a) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers, or directors of the general partners or members of Developer; (b) the shareholders, members, or managers or constituent partners of Developer; or (c) officers of Developer.

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

14.23 No Boycott of Israel. Developer certifies pursuant to A.R.S. §35-393.01 that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of Israel.

[signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

DEVELOPER:

Surprise Center Development Company L.L.C., an Arizona limited liability company

By: Airfield Capital Partners L.L.C., an Arizona limited liability company, its Manager

By: Airfield Management Associates L.L.C., an Arizona limited liability company, its Member

By: TRW Partners LLC, an Arizona limited liability company, its Member

By: The Richard West Company, an Arizona corporation, its Manager

By: _____
Richard B. West III, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 11th day of August, 2020, by Scott Phillips for Richard B. West III, the President of The Richard West Company, an Arizona corporation, the Manager of TRW Partners LLC, an Arizona limited liability company, a Member in Airfield Management Associates L.L.C., an Arizona limited liability company, a Member in Airfield Capital Partners L.L.C., an Arizona limited liability company, the Manager of Surprise Center Development Company L.L.C., an Arizona limited liability company, for and on behalf of the limited liability company.

_____
Notary Public

My commission expires:

CRISTINE REYNOLDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 2, 2020

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Its: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, City _____ of the City of Surprise, an Arizona municipal corporation, on behalf of the corporation.

_____
Notary Public

My commission expires:

_____

EXHIBIT A
Depiction of City Center

(see attached)

EXHIBIT A

Depiction of City Center

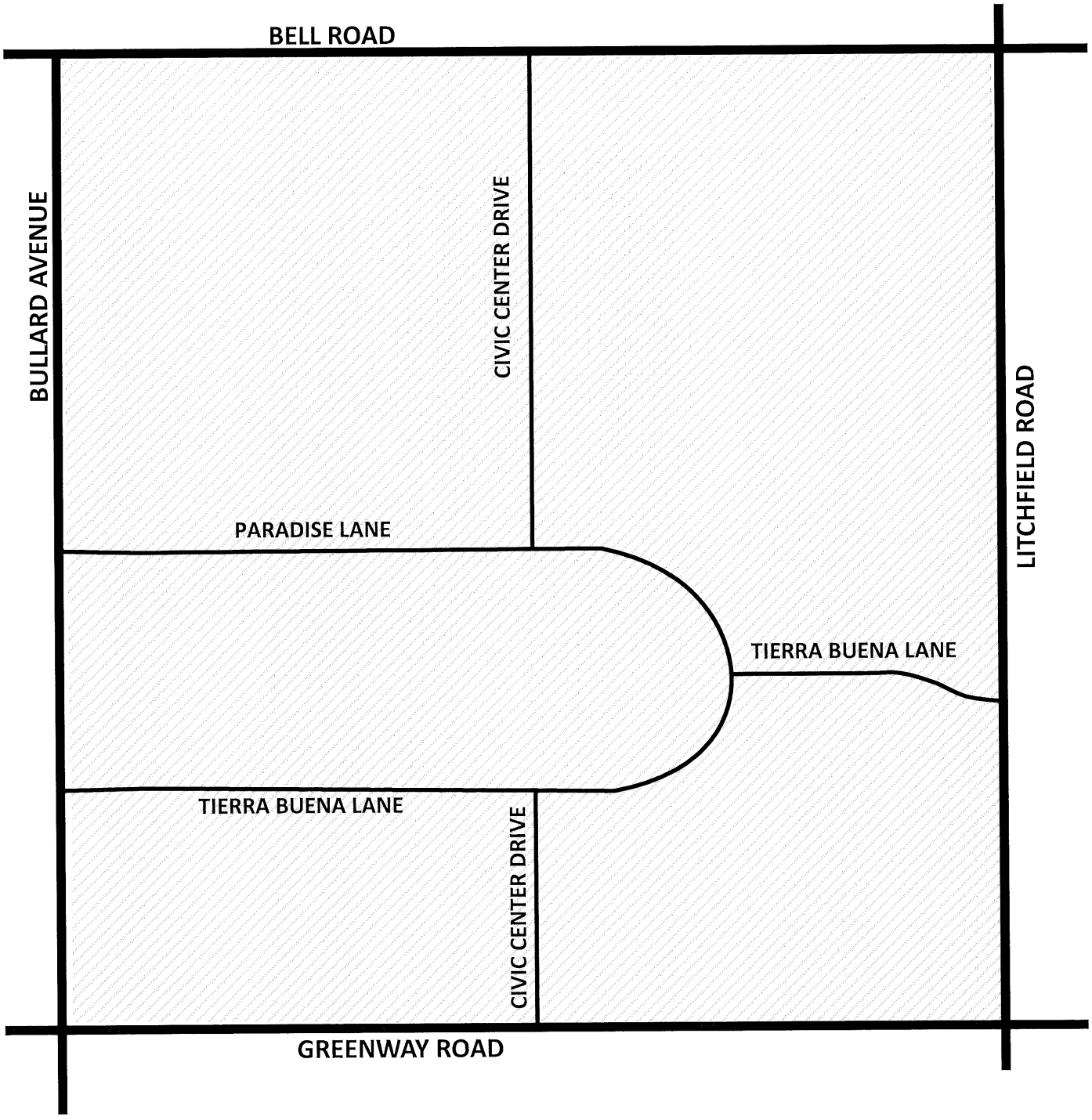


EXHIBIT B
Legal Description of Northeast Quadrant

(see attached)

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 4, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 89 DEGREES 23 MINUTES 04 SECONDS WEST A DISTANCE OF 2638.64 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 442.19 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 36 MINUTES 56 SECONDS WEST, A DISTANCE OF 65.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BELL ROAD AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 387.63 FEET, TO THE EAST RIGHT-OF-WAY OF LITCHFIELD ROAD;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 2,711.77 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 710.58 FEET;

THENCE SOUTH 45 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 46.67 FEET TO THE NORTH RIGHT-OF-WAY OF STATLER BOULEVARD;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 66.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 245.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 39 MINUTES 34 SECONDS, A DISTANCE OF 96.89 FEET;

THENCE NORTH 67 DEGREES 06 MINUTES 27 SECONDS WEST, A DISTANCE OF 252.48 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 355.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 56 MINUTES 43 SECONDS, A DISTANCE OF 135.97 FEET;

THENCE NORTH 89 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 845.83 FEET;

THENCE NORTH 46 DEGREES 54 MINUTES 32 SECONDS WEST, A DISTANCE OF 48.94 FEET TO THE BEGINNING OF NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 718.25 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES 56 MINUTES 31 SECONDS A DISTANCE OF 1039.79 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 06 SECONDS WEST, A DISTANCE OF 329.34 FEET;

THENCE NORTH 44 DEGREES 24 MINUTES 05 SECONDS WEST, A DISTANCE OF 47.00 FEET TO A POINT OF THE EAST RIGHT-OF-WAY LINE OF CIVIC CENTER DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00 DEGREES 12 MINUTES 56 SECONDS EAST, A DISTANCE OF 1933.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 44 DEGREES 47 MINUTES 03 SECONDS EAST, A DISTANCE OF 46.67 FEET;

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THENCE SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 94.20 FEET;

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EXHIBIT C
Legal Description of Portion of West Elm to be Conveyed to City
(West Elm Street between 140th Avenue and North Civic Center Drive)

(see attached)

EXHIBIT "A"

DESCRIPTION

RIGHT OF WAY DEDICATION

A portion of the northeast quarter of Section 4, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows;

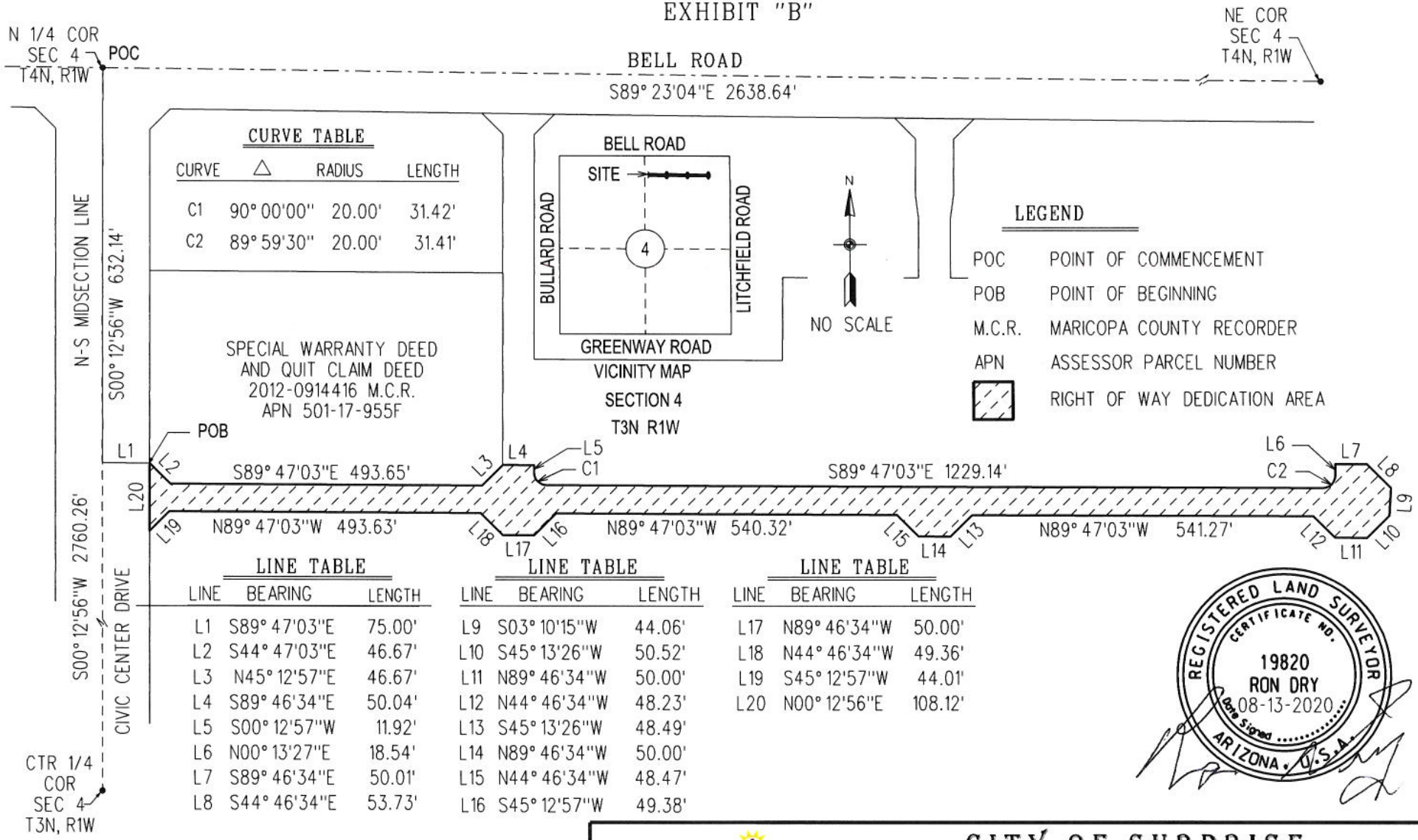
COMMENCING at the north quarter corner of said Section 4 from which the northeast corner of said Section 4 lies South 89°23'04" East 2638.64 feet;
Thence along the north-south midsection line of said Section 4 South 00°12'56" West 632.14 feet;
Thence departing said line South 89°47'03" East 75.00 feet to the most westerly southwest corner of that real property as defined in Special Warranty Deed and Quit Claim Deed as recorded in Instrument 2012-0914416 Records of said County being also the POINT OF BEGINNING;
Thence along the southwest line of said real property South 44°47'03" East 46.67 feet;
Thence along the south line of said real property South 89°47'03" East 493.65 feet;
Thence along the southeast line of said real property North 45° 12'57" East 46.67 feet;
Thence South 89°46'34" East 50.04 feet;
Thence South 00°12'57" East 11.92 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 20.00 feet;
Thence southeasterly along the arc of said curve through a central angle of 90°00'00" a distance of 31.42 feet;
Thence South 89°47'03" East 1229.14 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 20.00 feet;
Thence northeasterly along the arc of said curve through a central angle of 89°59'30" a distance of 31.41 feet;
Thence North 00°13'27" East 18.54 feet;
Thence South 89°46'34" East 50.01 feet;
Thence South 44°46'34" East 53.73 feet;
Thence South 03°10'15" West 44.06 feet;
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Thence North 89°46'34" West 50.00 feet;
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Thence North 00°12'56" East 108.12 feet to the POINT OF BEGINNING.



Containing 2.361 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

EXHIBIT "B"



CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	90° 00'00"	20.00'	31.42'
C2	89° 59'30"	20.00'	31.41'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89° 47'03"E	75.00'
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LINE TABLE

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L19	S45° 12'57"W	44.01'
L20	N00° 12'56"E	108.12'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
08-13-2020
Date Signed
ARIZONA, U.S.A.

BEARING BASE:

The north line of the northeast quarter of Section 4, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as S89° 23'04"E

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

ROAD RIGHT OF WAY DEDICATION

PROJECT # 19036	DRAWN BY RCD	DATE 08-13-2020	SHEET 1 OF 1

EXHIBIT D
Depiction of Existing West Elm Street
(North Litchfield Road west to North Civic Center Drive)

(see attached)

EXHIBIT D

Depiction of Elm Street

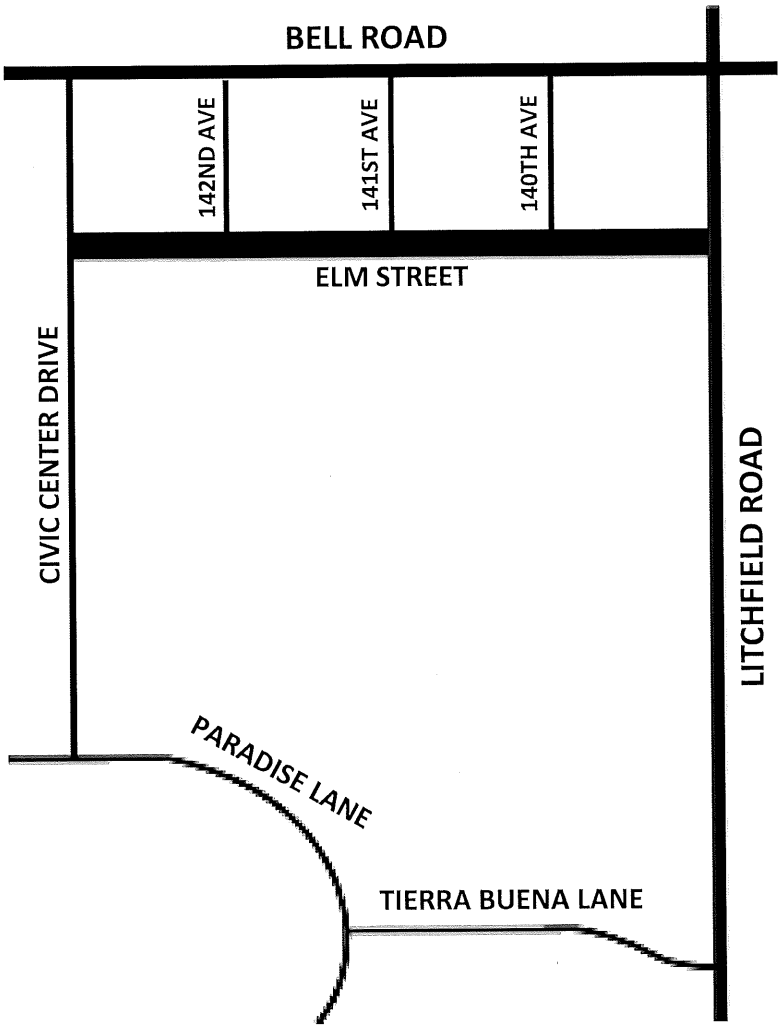


EXHIBIT E
Form of Dedication of Public Right-of-Way

(see attached)

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: Surprise Center Development Company L.L.C., an Arizona limited liability company

GRANTEE: City of Surprise, an Arizona municipal corporation (the "City")

Grantor, for and in consideration of the sum of $1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City fee title to the following described real property:

See Exhibit A attached hereto and incorporated herein by reference (the "Property")

for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other, subject to existing matters of public record.

DATED:_____, 20__.

[SIGNATURE FOLLOWING PAGE]

GRANTOR:

SURPRISE CENTER DEVELOPMENT COMPANY L.L.C.,
An Arizona limited liability company

By: AIRFIELD CAPITAL PARTNERS L.L.C.,
an Arizona limited liability company, its Manager

By: AIRFIELD MANAGEMENT ASSOCIATES L.L.C.,
an Arizona limited liability company, its Member

By: TRW PARTNERS LLC, an Arizona limited liability company, its Member

By: The Richard West Company, an Arizona corporation, its Manager

By: _____
Richard B. West, III, President

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) SS.
County of Maricopa)

This instrument was acknowledged before me on August, 2020 by Scott Phillips for Richard B. West III, the President of The Richard West Company, an Arizona corporation, the Manager of TRW Partners LLC, an Arizona limited liability company, a Member in Airfield Management Associates L.L.C., an Arizona limited liability company, a Member in Airfield Capital Partners L.L.C., an Arizona limited liability company, the Manager of SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., an Arizona limited liability company, on behalf thereof.

Cristine Reynolds
Notary Public in and for the State of Arizona

CRISTINE REYNOLDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 2, 2020

ACCEPTED BY:
CITY OF SURPRISE, an Arizona
Municipal corporation

By:_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__, by Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT "A"

DESCRIPTION

RIGHT OF WAY DEDICATION

A portion of the northeast quarter of Section 4, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows;

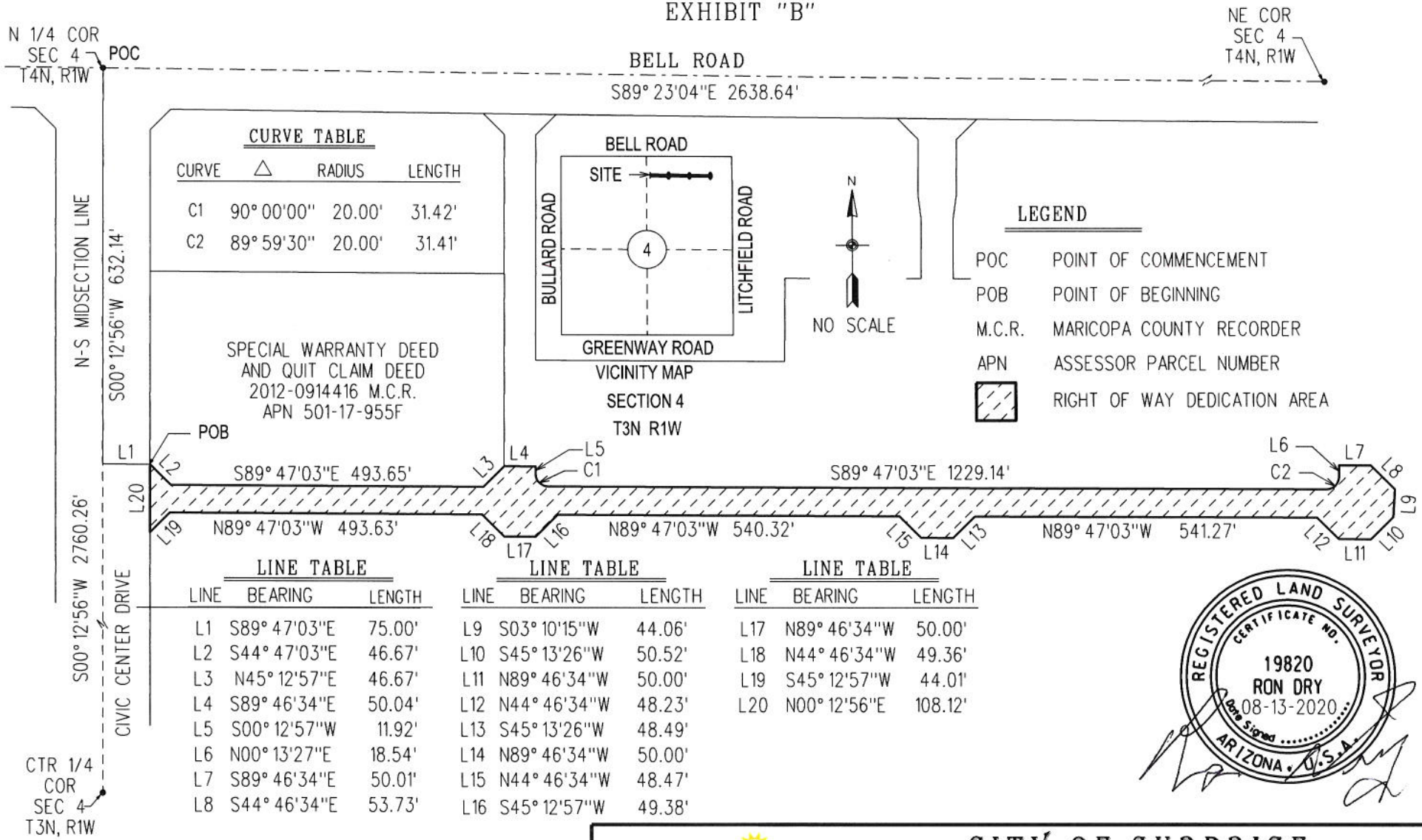
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Containing 2.361 acres, more or less.

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EXHIBIT "B"



CURVE TABLE

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
08-13-2020
Date Signed
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SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

ROAD RIGHT OF WAY DEDICATION

PROJECT # 19036	DRAWN BY RCD	DATE 08-13-2020	SHEET 1 OF 1

EXHIBIT B
Legal Description of Northeast Quadrant

(see attached)

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 4, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 89 DEGREES 23 MINUTES 04 SECONDS WEST A DISTANCE OF 2638.64 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 442.19 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 36 MINUTES 56 SECONDS WEST, A DISTANCE OF 65.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BELL ROAD AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 387.63 FEET, TO THE EAST RIGHT-OF-WAY OF LITCHFIELD ROAD;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 2,711.77 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 710.58 FEET;

THENCE SOUTH 45 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 46.67 FEET TO THE NORTH RIGHT-OF-WAY OF STATLER BOULEVARD;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 66.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 245.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 39 MINUTES 34 SECONDS, A DISTANCE OF 96.89 FEET;

THENCE NORTH 67 DEGREES 06 MINUTES 27 SECONDS WEST, A DISTANCE OF 252.48 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 355.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 56 MINUTES 43 SECONDS, A DISTANCE OF 135.97 FEET;

THENCE NORTH 89 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 845.83 FEET;

THENCE NORTH 46 DEGREES 54 MINUTES 32 SECONDS WEST, A DISTANCE OF 48.94 FEET TO THE BEGINNING OF NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 718.25 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES 56 MINUTES 31 SECONDS A DISTANCE OF 1039.79 FEET;

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(West Elm Street between 140th Avenue and North Civic Center Drive)

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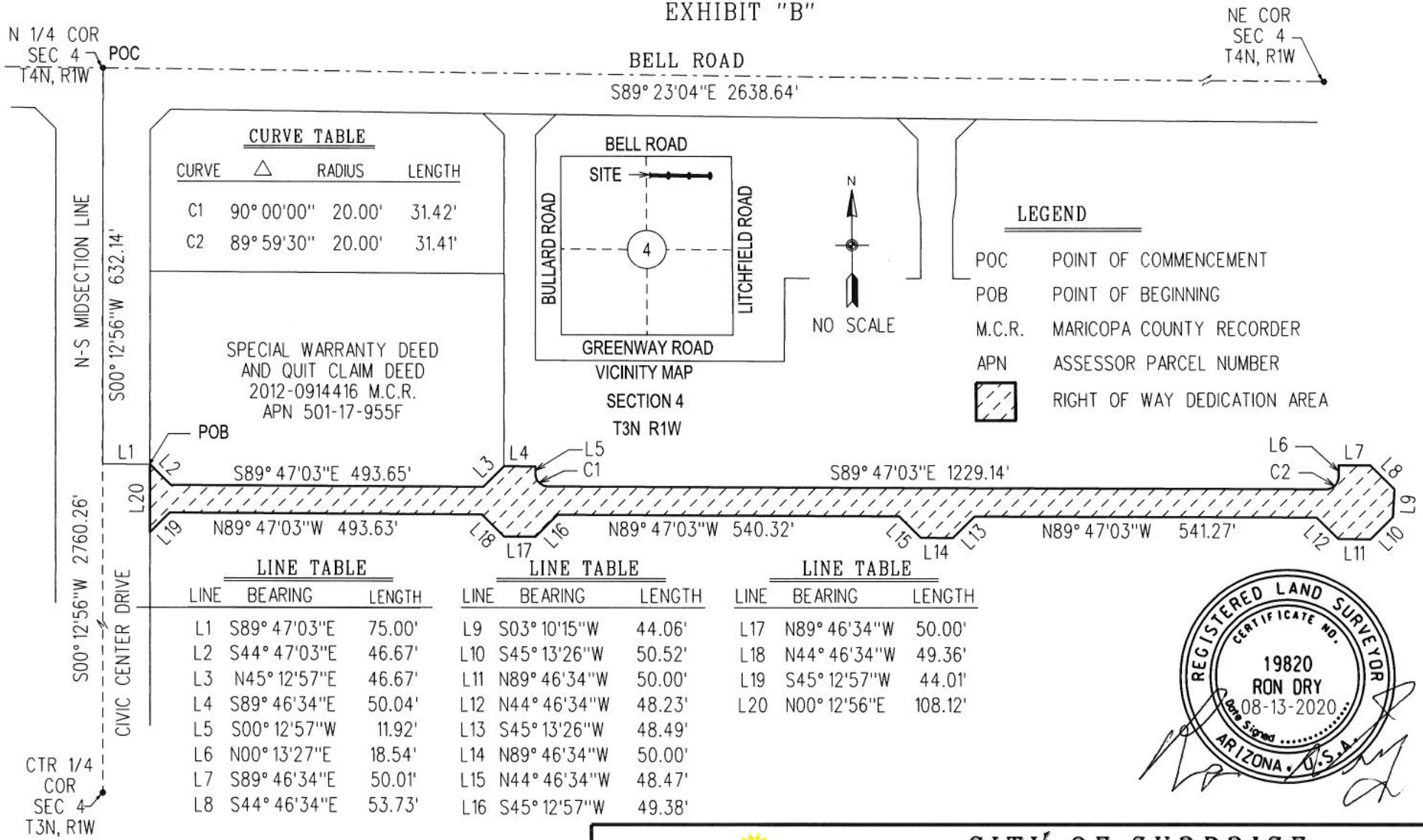
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EXHIBIT "B"



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L10	S45° 13'26"W	50.52'
L11	N89° 46'34"W	50.00'
L12	N44° 46'34"W	48.23'
L13	S45° 13'26"W	48.49'
L14	N89° 46'34"W	50.00'
L15	N44° 46'34"W	48.47'
L16	S45° 12'57"W	49.38'

LINE TABLE

LINE	BEARING	LENGTH
L17	N89° 46'34"W	50.00'
L18	N44° 46'34"W	49.36'
L19	S45° 12'57"W	44.01'
L20	N00° 12'56"E	108.12'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
08-13-2020
Date Signed
ARIZONA, U.S.A.

BEARING BASE:

The north line of the northeast quarter of Section 4, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as S89° 23'04"E

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

ROAD RIGHT OF WAY DEDICATION

PROJECT # 19036	DRAWN BY RCD	DATE 08-13-2020	SHEET 1 OF 1

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: Surprise Center Development Company L.L.C., an Arizona limited liability company

GRANTEE: City of Surprise, an Arizona municipal corporation (the "City")

Grantor, for and in consideration of the sum of $1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City fee title to the following described real property:

See Exhibit A attached hereto and incorporated herein by reference (the "Property")

for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other, subject to existing matters of public record.

DATED:_____, 20__.

[SIGNATURE FOLLOWING PAGE]

GRANTOR:

SURPRISE CENTER DEVELOPMENT COMPANY L.L.C.,
An Arizona limited liability company

By: AIRFIELD CAPITAL PARTNERS L.L.C.,
an Arizona limited liability company, its Manager

By: AIRFIELD MANAGEMENT ASSOCIATES L.L.C.,
an Arizona limited liability company, its Member

By: TRW PARTNERS LLC, an Arizona limited liability company, its Member

By: The Richard West Company, an Arizona corporation, its Manager

By: _____
Richard B. West, III, President

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) SS.
County of Maricopa)

This instrument was acknowledged before me on August, 2020 by Scott Phillips for Richard B. West III, the President of The Richard West Company, an Arizona corporation, the Manager of TRW Partners LLC, an Arizona limited liability company, a Member in Airfield Management Associates L.L.C., an Arizona limited liability company, a Member in Airfield Capital Partners L.L.C., an Arizona limited liability company, the Manager of SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., an Arizona limited liability company, on behalf thereof.

Cristine Reynolds
Notary Public in and for the State of Arizona

CRISTINE REYNOLDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 2, 2020

ACCEPTED BY:
CITY OF SURPRISE, an Arizona
Municipal corporation

By:_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__, by Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020

Contact Person: Mike Hoover, STRATEGIC PTNR LIASN

Submitting Department: Economic Development

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action to accept the Dedication of Public Right-of-Way for Elm Street between Civic Center Drive and 140th Avenue.

Motion:

I move to conditionally approve the Dedication of Public Right-of-way of Elm Street between Civic Center Drive and 140th Avenue subject to SCDC performing pavement preservation in accordance with the Roadway Acquisition and Development Agreement.

Background:

The City of Surprise and Surprise Center Development Company recognize the value of the incentive agreement approved in 2019. In effort to continue to work closely, both parties have developed two beneficial agreements, Fourth Amendment to the Reciprocal Easement Agreement, and the Roadway Acquisition and Development Agreement.

Objective Analysis:

The subject Dedication of Public Right-of-Way is necessary to implement the Roadway Acquisition and Development Agreement also on this agenda, which will turn over ownership of Elm Street from Civic Center Drive to 140th Avenue to the city. The city will be obligated to maintain the road from Civic Center Drive to 142nd Avenue. The city will have discretion regarding maintenance and traffic access from 142nd Avenue to 140th Avenue. Future development to the south of Elm Street will be obligated to build the full cross section of a new road.
Surprise Center Development Company will perform pavement preservation consisting of patch and seal, and striping prior to roadway dedication. Surprise Center Development Company will also close the driveway from Litchfield Road onto Elm Street. The current driveway does not align with the driveway across Litchfield Road. Future driveway development will realign with the driveway across Litchfield Road, creating safer traffic movements. Future development to the south of Elm Street will be required to build the full street.

Policy Compliant:

The Roadway Acquisition and Development Agreement is consistent with the City Council Strategic Plan, Strategy 2.6, "Foster the development of Surprise City Center."

Financial Impact:

This action has no financial impact. If the roadway needs further improvements those will be done with the existing resources available in the pavement preservation funds.

The current road condition is distressed and will be addressed by the pavement preservation Surprise Center Development is performing. The road could need additional maintenance in the future with another micro seal to raise the level of condition. The estimated cost to micro seal the area between Civic Center Drive and 142nd Avenue is $8,000 – $10,000. If the city were to choose to micro seal the additional segment of Elm Street from 142nd Avenue to 140th Avenue, it is estimated to be an additional $16,000 to $20,000. The city has existing funds in pavement preservation and/or the city center infrastructure/maintenance account to cover the cost of Elm Street maintenance.

Budget Impact:
This action has no budget impact. If the roadway needs further improvements those will be done with the existing budget in the pavement preservation funds.

FTE Impact:
none

ATTACHMENTS:

1. RW value for SCDC Elm Street dedication
2. Signed Dedicaton of Public Right of Way
3. EXHIBIT A Property Elm Legal

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Date: **July 28, 2020**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **SCDC Elm Street dedication Right of Way Valuation**

The Value of the Right of Way associated with the SCDC Elm Street dedication is $524,853.00.

The area being dedicated as right-of-way is 104,853 square feet. The value of the land is $5.00/sq foot.

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: Surprise Center Development Company L.L.C., an Arizona limited liability company

GRANTEE: City of Surprise, an Arizona municipal corporation (the "City")

Grantor, for and in consideration of the sum of $1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City fee title to the following described real property:

See Exhibit A attached hereto and incorporated herein by reference (the "Property")

for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other, subject to existing matters of public record.

DATED:_____, 20__.

[SIGNATURE FOLLOWING PAGE]

GRANTOR:

SURPRISE CENTER DEVELOPMENT COMPANY L.L.C.,
An Arizona limited liability company

By: AIRFIELD CAPITAL PARTNERS L.L.C.,
an Arizona limited liability company, its Manager

By: AIRFIELD MANAGEMENT ASSOCIATES L.L.C.,
an Arizona limited liability company, its Member

By: TRW PARTNERS LLC, an Arizona limited liability company, its Member

By: The Richard West Company, an Arizona corporation, its Manager

By: _____
Richard B. West, III, President

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) SS.
County of Maricopa)

This instrument was acknowledged before me on August, 2020 by Scott Phillips for Richard B. West III, the President of The Richard West Company, an Arizona corporation, the Manager of TRW Partners LLC, an Arizona limited liability company, a Member in Airfield Management Associates L.L.C., an Arizona limited liability company, a Member in Airfield Capital Partners L.L.C., an Arizona limited liability company, the Manager of SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., an Arizona limited liability company, on behalf thereof.

Cristine Reynolds
Notary Public in and for the State of Arizona

CRISTINE REYNOLDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 2, 2020

ACCEPTED BY:
CITY OF SURPRISE, an Arizona
Municipal corporation

By:_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__, by Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT "A"

DESCRIPTION

RIGHT OF WAY DEDICATION

A portion of the northeast quarter of Section 4, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows;

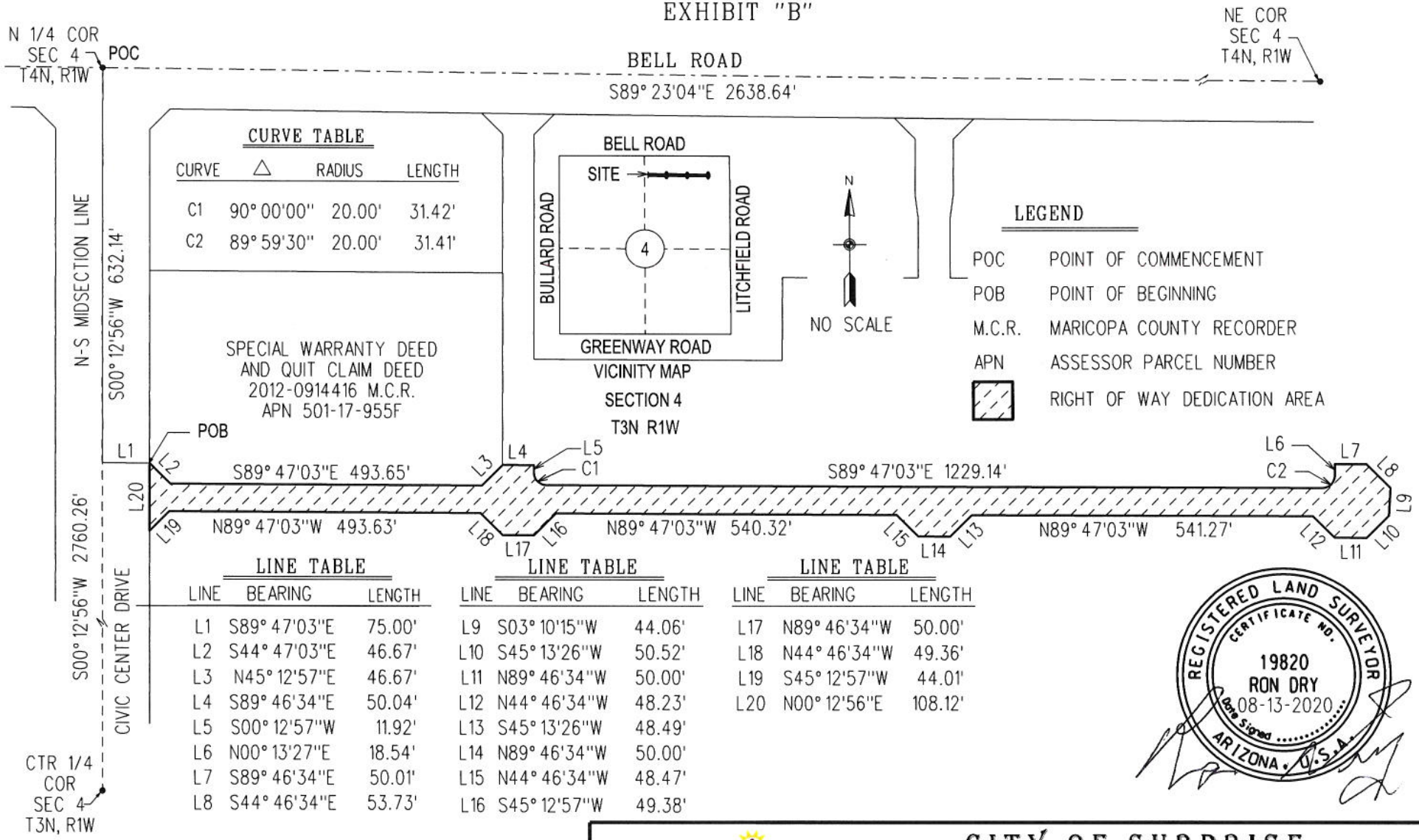
COMMENCING at the north quarter corner of said Section 4 from which the northeast corner of said Section 4 lies South 89°23'04" East 2638.64 feet;
Thence along the north-south midsection line of said Section 4 South 00°12'56" West 632.14 feet;
Thence departing said line South 89°47'03" East 75.00 feet to the most westerly southwest corner of that real property as defined in Special Warranty Deed and Quit Claim Deed as recorded in Instrument 2012-0914416 Records of said County being also the POINT OF BEGINNING;
Thence along the southwest line of said real property South 44°47'03" East 46.67 feet;
Thence along the south line of said real property South 89°47'03" East 493.65 feet;
Thence along the southeast line of said real property North 45° 12'57" East 46.67 feet;
Thence South 89°46'34" East 50.04 feet;
Thence South 00°12'57" East 11.92 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 20.00 feet;
Thence southeasterly along the arc of said curve through a central angle of 90°00'00" a distance of 31.42 feet;
Thence South 89°47'03" East 1229.14 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 20.00 feet;
Thence northeasterly along the arc of said curve through a central angle of 89°59'30" a distance of 31.41 feet;
Thence North 00°13'27" East 18.54 feet;
Thence South 89°46'34" East 50.01 feet;
Thence South 44°46'34" East 53.73 feet;
Thence South 03°10'15" West 44.06 feet;
Thence South 45°13'26" West 50.52 feet;
Thence North 89°46'34" West 50.00 feet;
Thence North 44°46'34" West 48.23 feet;
Thence North 89°47'03" West 541.27 feet;
Thence South 45°13'26" West 48.49 feet;
Thence North 89°46'34" West 50.00 feet;
Thence North 44°46'34" West 48.47 feet;
Thence North 89°47'03" West 540.32 feet;
Thence South 45°12'57" West 49.38 feet;
Thence North 89°46'34" West 50.00 feet;
Thence North 44°46'34" West 49.36 feet;
Thence North 89°47'03" West 493.63 feet;
Thence South 45°12'57" West 44.01 feet;
Thence North 00°12'56" East 108.12 feet to the POINT OF BEGINNING.



Containing 2.361 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

EXHIBIT "B"



CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	90° 00'00"	20.00'	31.42'
C2	89° 59'30"	20.00'	31.41'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89° 47'03"E	75.00'
L2	S44° 47'03"E	46.67'
L3	N45° 12'57"E	46.67'
L4	S89° 46'34"E	50.04'
L5	S00° 12'57"W	11.92'
L6	N00° 13'27"E	18.54'
L7	S89° 46'34"E	50.01'
L8	S44° 46'34"E	53.73'

LINE TABLE

LINE	BEARING	LENGTH
L9	S03° 10'15"W	44.06'
L10	S45° 13'26"W	50.52'
L11	N89° 46'34"W	50.00'
L12	N44° 46'34"W	48.23'
L13	S45° 13'26"W	48.49'
L14	N89° 46'34"W	50.00'
L15	N44° 46'34"W	48.47'
L16	S45° 12'57"W	49.38'

LINE TABLE

LINE	BEARING	LENGTH
L17	N89° 46'34"W	50.00'
L18	N44° 46'34"W	49.36'
L19	S45° 12'57"W	44.01'
L20	N00° 12'56"E	108.12'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
08-13-2020
Date Signed
ARIZONA, U.S.A.

BEARING BASE:

The north line of the northeast quarter of Section 4, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as S89° 23'04"E

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

ROAD RIGHT OF WAY DEDICATION

PROJECT # 19036	DRAWN BY RCD	DATE 08-13-2020	SHEET 1 OF 1

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 4
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Arizona Charter Academy application for Original Town Site Incentive Program to pay for building permit, building plan review, and development impact fees for the expansion, generally located on the southeast corner of Dysart Road and Market Street.

Motion:
I Move to approve the application for Original Town Site Incentive Program for the expansion of the Arizona Charter Academy.

Background:
The applicant is seeking incentives provided under the Original Town Site Incentive program found in Section 109-48 of the Surprise Municipal Code. This program includes the 100 percent waiver of building permit, building plan review, and Surprise development impact fees for projects located in the Original Town Site. The request, if approved, will reallocate $26,673.25 from the General Operations General fund.

Objective Analysis:
The subject incentives will provide 100 percent waiver of building permit, building plan review, and Surprise development impact fees for a proposed expansion of the school campus.

Policy Compliant:
This action is consistent with City and Council Policy.

Financial Impact:
The request, if approved, will waive $26,673.25 for the applicant per sec 109-47, 48 - Infill incentive and Sec. 122-69.1. - Surprise Heritage District (SHD) and paid out of the General Fund. The fees are outlined as follows:
Building Permit Fees-$9,085.00
Building Plan Review Fees-$5,905.25
Development Impact Fees- $11,683.00
Total- $26,673.25

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 - FS19-582 - Arizona Charter Academy OTI - CC Staff Report - 081820
2. 01 - FS19-582 - Arizona Charter Academy OTI - Maps - 081820
3. 02 - FS19-582 - Arizona Charter Academy OTI - Site Plan - 081820
4. PP - FS19-582 - Arizona Charter Academy OTI - PowerPoint - 081820

ORIGINAL TOWN SITE INCENTIVE

REPORT TO THE CITY COUNCIL

Case:	**FS19-582**
Project Name:	Arizona Charter Academy Original Town Site Incentive (OTI)
Council District:	4 - Mulberry
City Council Date:	**August 18, 2020**
Planner:	Hobart Wingard, Planner II

Owner:	Arizona Charter Academy
Applicant:	Melissa Holdaway of Arizona Charter Academy
Request:	The applicant is seeking incentives provided under the Municipal Code regarding the construction related to expansion of Arizona Charter Academy
Site Location:	Generally located on the southeast corner of Dysart Road and Market Street
Site Size:	Approximately 5.25 acres
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	No communication regarding support or opposition was received

Project Description:

The applicant is seeking incentives provided under the Original Town Site Incentive program found in Section 109-48 of the Surprise Municipal Code. This program includes the 100 percent waiver of building permit, building plan review, and Surprise development impact fees for projects located in the Original Town Site. The request, if approved, will reallocate $26,673.25 from the General Operations General fund.

History:

December 6, 1960 - The subject parcel was part of the original incorporation of the Town of Surprise.

March 2, 2004 – A site plan for Arizona Charter Academy was approved by the Planning and Zoning Commission under Case SP03-171.

December 18, 2019 - A site plan amendment was administratively approved by the Community Development Director for an addition to the Arizona Charter Academy Campus under Case FS19-582.

Summary:

Arizona Charter Academy campus is located on the southeast corner of Dysart Road and Market Street. On December 18, 2019, a site plan amendment was approved for 2-story, 11,876 square foot classroom facility. The expansion will increase the student capacity from 850 to 1,100 students. The Original Town Site Incentive program will include the 100 percent waiver of building permit, building plan review, and Surprise development impact fees for projects located in the Original Town Site. The request, if approved, will waive $26,673.25 to the applicant per sec 109-47, 48 - Infill incentive and Sec. 122-69.1. - Surprise Heritage District (SHD) and paid out of the General Fund. The fees are outlined as follows:

- Building Permit Fees - $9,085.00
- Building Plan Review Fees - $5,905.25
- Development Impact Fees - $11,683.00
- Total - $26,673.25

Findings:

- The proposed grant of incentives to Arizona Charter Academy is consistent with the Surprise General Plan 2035.
- The proposed grant of incentives to Arizona Charter Academy is consistent with the Surprise Municipal Code.
- The proposed grant of incentives to Arizona Charter Academy is consistent with the Specific Plan for the Revitalization of the Original Town Site

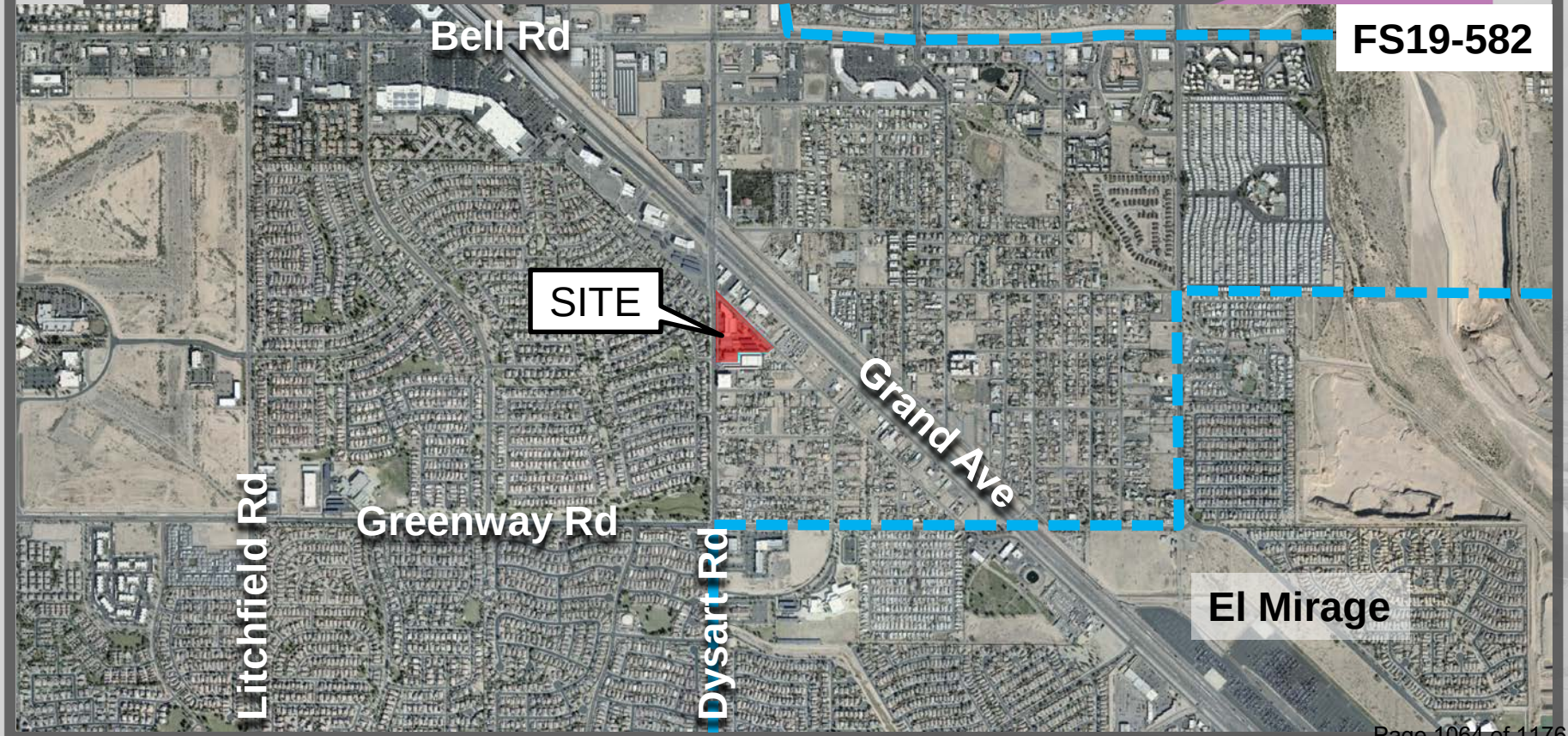
Recommendation:

Staff recommends that the Mayor and City Council approve the subject incentive program. The program defines qualifying development as one that expands an existing business facility by at least 1,000 square feet and increasing the number of employees by ten percent. The expansion will add 11,876 square feet and increase the employment by 10 to 12 percent.

Attachments:

01 – Vicinity Maps
02 – Site Plan

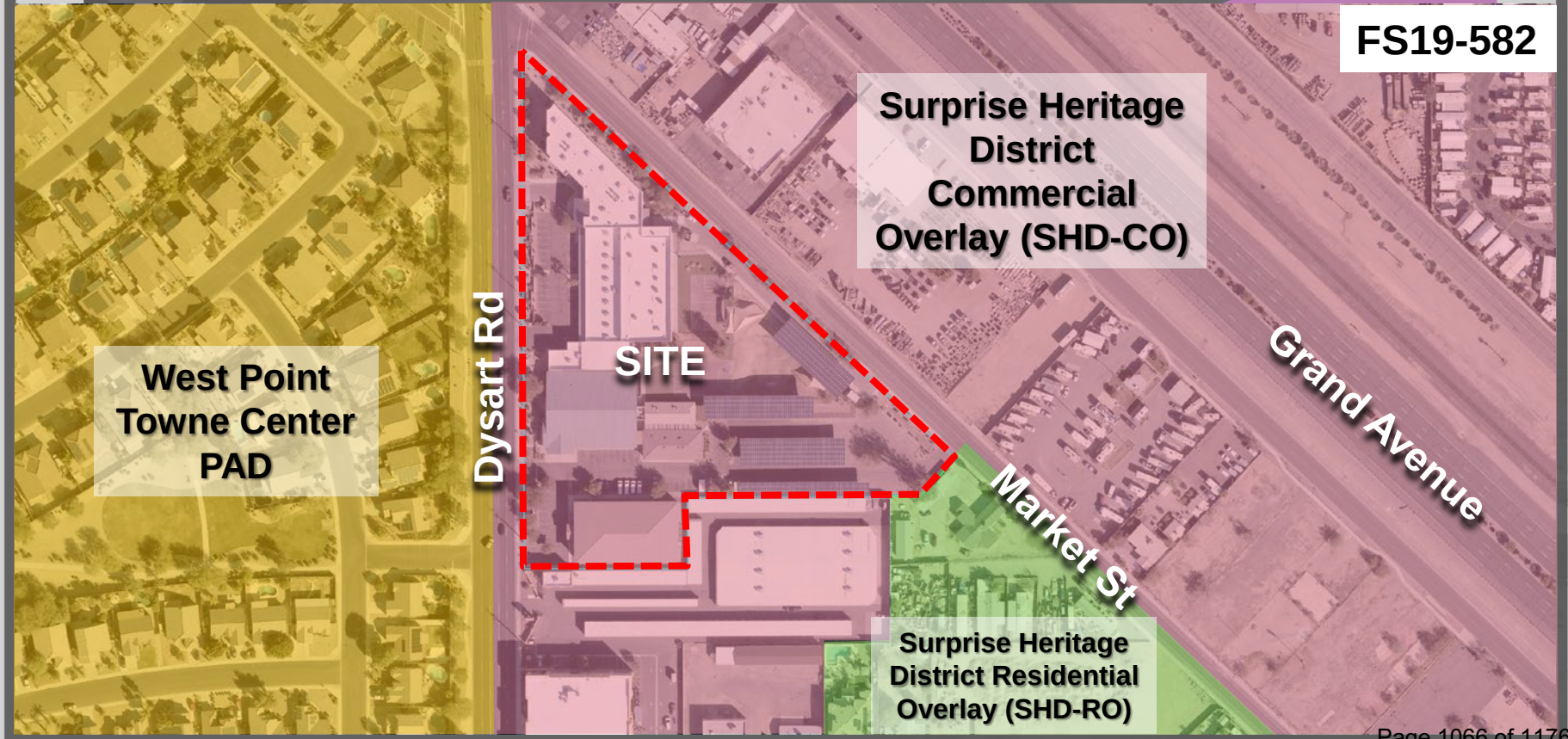
VICINITY MAP



VICINITY MAP

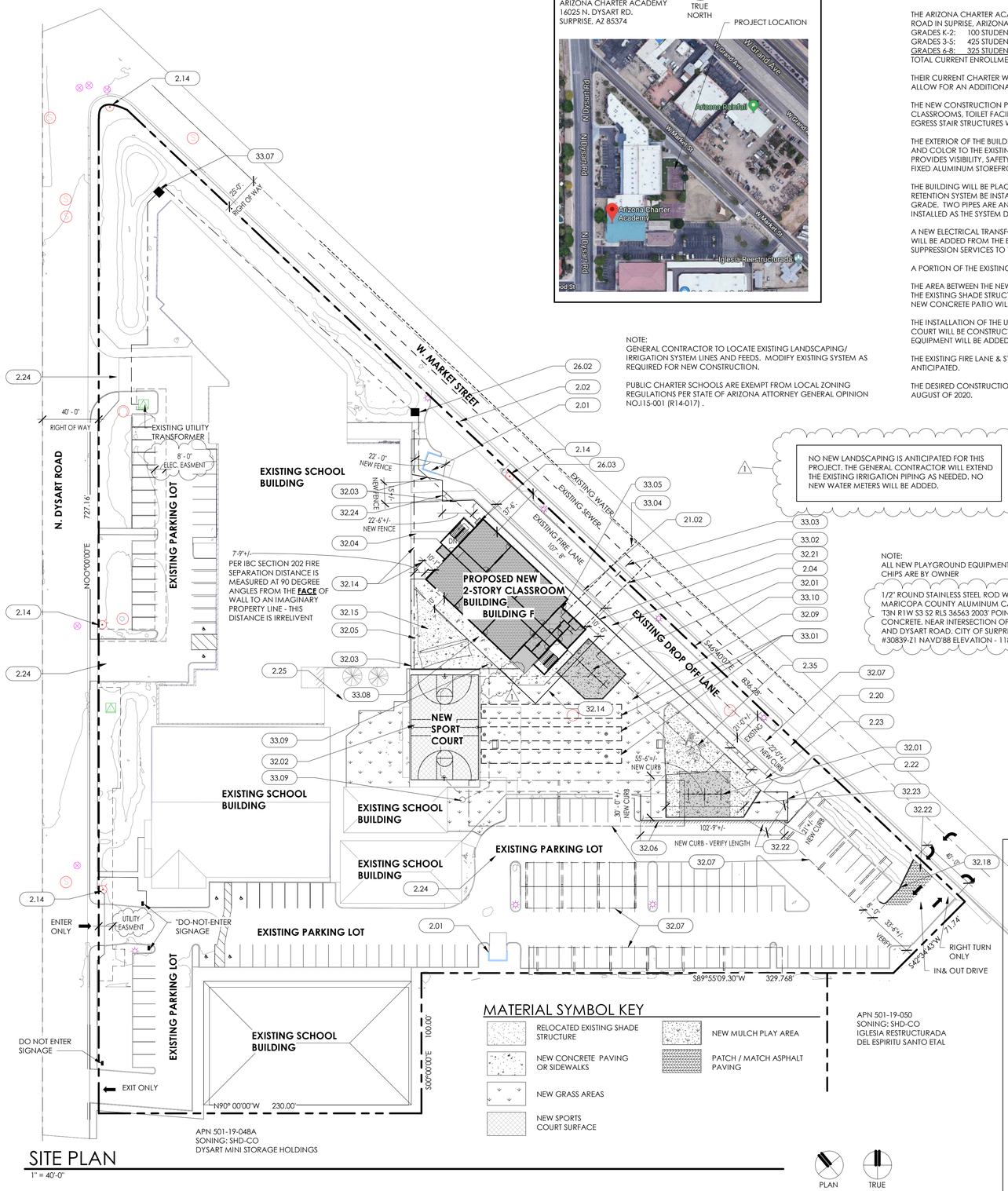


ZONING MAP


FS19-582
Surprise Heritage District Commercial Overlay (SHD-CO)
West Point Towne Center PAD
SITE
Dysart Rd
Grand Avenue
Market St
Surprise Heritage District Residential Overlay (SHD-RO)

LEGEND

CACTUS
PALM
TREE
TREE
FLAG
PHILL
PB BOX
SIGN
FIBER OPTIC
MANHOLE
F FIBER OPTIC
METER
F ELECTRIC
MANHOLE
E SEWER
CLEANOUT
FIRE
HYDRANT
GAS
METER
G CABLE
C MANHOLE
VALVE
CATCH
BASIN
DOWN
GUY
JUNCTION
BOX
STREET
LIGHT
MONITORING
MW WELL
LIGHT
POLE
STORM DRAIN
MANHOLE
S SANITARY SEWER
MANHOLE
T TRAFFIC
SIGNAL
TRAFFIC
PEDESTAL
WATER
W METER
TRANSFORMER
POWER
POLE
TV
PEDESTAL
GAS
VALVE
TELEPHONE
MANHOLE
T RIGHT OF WAY
CENTERLINE
VEGETATION
BUILDING
BRIDGE
CANOPY
ROCKS
ROAD/PAVEMENT
DIRT
ROAD/TRAIL
CURB/GUTTER
CONCRETE
CONCRETE
SIDEWALK
RAILROAD
FENCE
WALL
GUARD RAIL
MAJOR
CONTOUR
MINOR
CONTOUR
FIELD/GRASS
WASH/WATER
DITCH
OVERHEAD ELECTRIC
LINE
GAS
LINE
FIBER OPTIC
LINE
TELEPHONE
LINE
ELECTRIC POWER
LINE
SANITARY SEWER
LINE
WATER
LINE
EXISTING UNDERGROUND CABLE
TV
EXISTING
STORM



VICINITY MAP

ARIZONA CHARTER ACADEMY
16025 N. DYSART RD.
SURPRISE, AZ 85374

TRUE NORTH

PROJECT LOCATION

NOTE:
GENERAL CONTRACTOR TO LOCATE EXISTING LANDSCAPING/ IRRIGATION SYSTEM LINES AND FEEDS. MODIFY EXISTING SYSTEM AS REQUIRED FOR NEW CONSTRUCTION.

PUBLIC CHARTER SCHOOLS ARE EXEMPT FROM LOCAL ZONING REGULATIONS PER STATE OF ARIZONA ATTORNEY GENERAL OPINION NO.I15-001 (R14-017) .

1 NO NEW LANDSCAPING IS ANTICIPATED FOR THIS PROJECT. THE GENERAL CONTRACTOR WILL EXTEND THE EXISTING IRRIGATION PIPING AS NEEDED. NO NEW WATER METERS WILL BE ADDED.

NOTE:
ALL NEW PLAYGROUND EQUIPMENT AND BARK CHIPS ARE BY OWNER

1/2" ROUND STAINLESS STEEL ROD WIHT 2" MARICOPA COUNTY ALUMINUM CAP STAMPED 'T3N R1W S3 S2 RLS 36563 2003' POINT SET IN CONCRETE, NEAR INTERSECTION OF MARKET STREET AND DYSART ROAD. CITY OF SURPRISE BENCHMARK #30839-Z1 NAVD'88 ELEVATION - 1181.116

APN 501-19-050
SONING: SHD-CO
IGLESIA RESTRUCTURADA
DEL ESPIRITU SANTO ETAL

MATERIAL SYMBOL KEY

- RELOCATED EXISTING SHADE STRUCTURE
- NEW CONCRETE PAVING OR SIDEWALKS
- NEW GRASS AREAS
- NEW SPORTS COURT SURFACE
- NEW MULCH PLAY AREA
- PATCH / MATCH ASPHALT PAVING

PLAN NORTH
TRUE NORTH

SITE PLAN

1" = 40'-0"

PROPOSED PROJECT NARRATIVE

PROJECT ADDRESS:
ARIZONA CHARTER ACADEMY
16025 N. DYSART RD.
SURPRISE, AZ 85374
PHONE: 623-974-4959

THE ARIZONA CHARTER ACADEMY IS A K-8 PUBLIC CHARTER SCHOOL OPERATING OUT OF A CAMPUS LOCATED AT 16025 N. DYSART ROAD IN SUPRISE, ARIZONA. THE CURRENT STUDENT POPULATION IS BROKEN DOWN AS FOLLOWS:
GRADES K-2: 100 STUDENTS
GRADES 3-5: 425 STUDENTS
GRADES 6-8: 325 STUDENTS
TOTAL CURRENT ENROLLMENT IS 850 STUDENTS.

THEIR CURRENT CHARTER WILL ALLOW FOR A MAXIMUM STUDENT CAPACITY OF 1,100 STUDENTS. THE PROPOSE NEW BUILDING WILL ALLOW FOR AN ADDITIONAL 250 STUDENTS ON CAMPUS.

THE NEW CONSTRUCTION PROJECT WILL ENTAIL THE CONSTRUCTION OFA NEW 2-STORY CLASSROOM BUILDING THAT WILL CONTAIN 12 CLASSROOMS, TOILET FACILITIES FOR STUDENTS & STAFF, STORAGE AND OFFICE SPACE. TWO (2) STEEL FRAMED EXTERIOR & CONCRETE EGRESS STAIR STRUCTURES WILL CONSTRUCTED ALONG WITH A MASONRY ELEVATOR SHAFT AND ELEVATOR FOR ACCESSIBILITY.

THE EXTERIOR OF THE BUILDING WILL BE CONSTRUCTED WITH MULTI-COLORED & TEXTURED E.I.F.S. CLADDING TO BE SIMILAR IN STYLE AND COLOR TO THE EXISTING CAMPUS FACILITIES. THE EXTERIOR STAIRS WILL BE COVERED WITH A METALSCREEN MATERIAL THAT PROVIDES VISIBILITY, SAFETY, AND ACCENT TO THE MAIN BUILDING STRUCTURE. ALL EXTERIOR DOOR & WINDOW SYSTEMS SHALL BE OF FIXED ALUMINUM STOREFRONT MATERIAL WITH ENERGY EFFICIENT GLAZING TO MATCH EXISTING.

THE BUILDING WILL BE PLACED OVER THE EXISTING PLAYGROUND AND WILL REQUIRE THAT A NEW UNDERGROUND STORMWATER RETENTION SYSTEM BE INSTALLED. THIS WILL CONSIST OF THREE (3) 10' DIAMETER RETENTION PIPES BURIED APPROXIMATELY 15' BELOW GRADE. TWO PIPES ARE ANTICIPATED TO BE 100 FEET IN LENGTH AND THE THIRD IS TO BE 120 FEET. TWO (2) NEW DRYWELLS WILL BE INSTALLED AS THE SYSTEM DICTATES. ALL MATERIAL SIWLL BE DESIGNED TO MEET CURRENT CODES.

A NEW ELECTRICAL TRANSFORMER WILL BE ADDED TO PROVIDE THE REQUIRED POWER. NEW WATER AND SANITARY SEWER LATERALS WILL BE ADDED FROM THE EXISTING MAINS LOCATED IN MARKET STREET. A NEW FIRELINE WILL ALSO BE BROUGHT IN TO PROVIDE FIRE SUPPRESSION SERVICES TO THE NEW FACILITY.

A PORTION OF THE EXISTING PARKING LOT ALONG THE NORTH END WILL BE RENOVATED TO ADD ADDITIONAL PLAYGROUND SPACE.

THE AREA BETWEEN THE NEW BUILDING STRUCTURE AND THE EXISTING BUILDING TO THE WEST WILL BECOME A NEW PATIO/YARD SPACE. THE EXISTING SHADE STRUCTURE LOCATED WITHIN THE NEW BUILDING FOOTPRINT WIL BE REMOVED AND RELOCATED TO THIS AREA. A NEW CONCRETE PATIO WILL BE CONSTRUCTED IN THIS AREA TO SERVE AS A LUNCH AND GATHERING SPACE.

THE INSTALLATION OF THE UNDERGROUND RETENTION WILL REQUIRE THE REMOVAL OF THE EXISTING BASKETBALL COURT. A NEW SPORTS COURT WILL BE CONSTRUCTED AND GRASS WILL BE ADDED THROUGHOUT THE REMAINING PLAYGROUND AREA. NEW PLAYGROUND EQUIPMENT WILL BE ADDED OR EXISTING EQUIPMENT WILL BE RELOCATED.

THE EXISTING FIRE LANE & STUDENT DROP OFF AREAS WILL REMAIN INTACT EXCEPT FOR UTILITY TIE-INS. MINIMAL OFF-SITE WORK IS ANTICIPATED.

THE DESIRED CONSTRUCTION IS SCHEDULED TO BEGIN IN THE SUMMER OF 2019 AND BE COMPLETED BEFORE THE START OF SCHOOL IN AUGUST OF 2020.

PROJECT INFORMATION

PROJECT ADDRESS:
ARIZONA CHARTER ACADEMY
16025 N. DYSART RD.
SURPRISE, AZ 85374
PHONE: 623-974-4959

PARCEL NUMBER: 501-19-062
LOT SIZE: 228,618 SQ. FT.
5.248 ACRES

ZONING: SHD-CO

SURPRISE HERITAGE DISTRICT COMMERICAL OVERLAY REQUIREMENTS (EXEMPT)
MIN. LOT AREA: N/A
MIN. LOT WIDTH: N/A
MIN. LOT DEPTH: N/A
FRONT YEARD SETBACK: 15'
SIDE YARD SETBACK: 10'/0' (9 FEET SIDE YARD PERMITTED FOR COMMON WALL OPTION)
REAR YARD SETBACK: 10'
MAX. BUILDING HEIGHT: 45'/35' (45 FOOT HEIGHT LIMIT FOR MIXED -USE, MULTI-FAMILY & ASSEMBLY. ALL OTHERS 35')
LOT COVERAGE %: 85%

PROJECT DESCRIPTION
PROPOSE NEW 2-STORY WOOD FRAMED CLASSROOM BUILDING

CLASS OF CONSTRUCTION: TYPE VB
SPRINKLER SYSTEM: YES FULLY PROTECTED WITH NFPA 13 SYSTEM

BUILDING AREA:
1ST FLOOR: 6,038 SF (FOOTPRINT)
2ND FLOOR: 5,838 SF
TOTAL: 11,876 SF

BUILDING HEIGHT: 30' TOP OF PARAPET
ELEVATOR: (1) MACHINE-ROOMLESS
STAIRS: (2) EXTERIOR STEEL STAIR W/ CANOPY
TOILET ROOMS: (2) SETS OF GANG TOILET ROOMS - 2 FIXTURES IN EACH ROOM (PER FLOOR) (2) SINGLE FIXTURE TOILET ROOMS (ON 2ND FLOOR)
FIRST FLOOR: 6 CLASSROOMS, 1 TEACHER OFFICE, 2 GANG TOILETS
SECOND FLOOR: 6 CLASSROOMS, 2 GANG TOILETS, 2 SINGLE FIXTURE TOILET ROOMS

KEY NOTES

2.01 EXISTING MASONRY DUMPSTER ENCLOSURE TO REMAIN
2.02 EXISTING ENTRANCE TO FIRE LANE TO REMAIN (NO PROPOSED CHANGES)
2.04 EXISTING CONCRETE SIDEWALK TO REMAIN
2.14 EXISTING FIRE HYDRANT TO REMAIN - MAINTAIN FUNCTION DURING ALL PHASES OF CONSTRUCTION
2.20 EXISTING EXIT DRIVE FROM FIRE LANE (NO PROPOSED CHANGES)
2.22 REMOVE EXISTING PLAY SWINGS - SAVE FOR REUSE/REINSTALLATION
2.23 EXISTING STORAGE SHED TO REMAIN
2.24 EXISTING SITE ACCESS (NO CHANGES PROPOSED)
2.25 EXISTING CONCRETE WALKS AND PATIO TO REMAIN
2.35 EXISTING PLAYGROUND EQUIPMENT TO REMAIN
21.02 REMOTE FIRE DEPARTMENT CONNECTION & SIGNAGE
26.02 NEW ELECTRICAL TRANSFORMER
26.03 NEW EXTERIOR SES - RELOCATE FENCE TO ALLOW APS PERMANENT ACCESS TO SES AND TRANSFORMER
32.01 PLAYGROUND EQUIPMENT - 4 SEAT SWING AREA BY OWNER
32.02 NEW EXTERIOR SPORTS FLOOR BASKETBALL COURT, POLES AND HOOPS. POLES AND HOOPS ARE OWNER PROVIDED; CONTRACTOR INSTALLED
32.03 RECONFIGURE EXISTING WROUGHT IRON FENCE AS REQUIRED & INSTALL IN NEW LOCATION
32.04 NEW CONCRETE SIDEWALK
32.05 NEW CONCRETE PATIO - 4" CONCRETE W/6x6 #10 WWF ON 8" COMPACTED GANULAR FILL
32.06 NEW CONCRETE CURB TO MATCH EXISTING
32.07 SOLAR PANELS SHADE STRUCTURE ABOVE BY OTHERS - NOT PART OF THIS REVIEW
32.09 SHADED AREA INDICATES LOCATIONS FOR PRACTICE FIELD (APPOX. 62' X 122')
32.14 PER IBC SECTION 602 - IMAGINARY PROPERTY LINES FOR FIRE SEPARATION DISTANCE
32.15 RELOCATE SALVAGED SHADE STRUCTURE TO THIS LOCATION
32.18 NEW CONCRETE CURB AND DRIVEWAY, REFER TO CIVIL DRAWINGS
32.21 RELOCATE EXISTING WROUGHT IRON GATE - RECONFIGURE AS REQUIRED
32.22 PATCH/MATCH EXISTING ASPHALT PAVING AS REQUIRED
32.23 NEW CONCRETE LANDSCAPE CURBING TO MATCH EXISTING
32.24 RELOCATE EXISTING WROUGHT IRON GATE & FENCING, MODIFY AS REQUIRED
33.01 PROPOSED NEW UNDERGROUND RETENTION PIPES - REFER TO CIVIL - ALL NEW DRAINAGE GRATES LOCATED IN GRASS PLAY AREAS SHALL BE SLIGHTLY RECESSED FROM ADJACENT GRADES TO AVOID TRIPPING. ALL NEW GRATES ARE TO HAVE AS SMALL AN OPENING SIZE AS POSSIBLE TO MAINTAIN SAFETY
33.02 NEW WATER METER TAP - REFER TO CIVIL
33.03 NEW SEWER TAP - REFER TO CIVIL
33.04 NEW FIRE LINE TAP - REFER TO CIVIL
33.05 NEW FIRE RISER LOCATION - REFER TO CIVIL
33.07 NEW PULL BOX
33.08 CONNECT NEW ROOF SCUPPERS TO UNDEGROUND PIPING AND RETENTION AREA - REFER TO CIVIL PLANS
33.09 PROPOSED NEW MAN HOLE FOR UNDERGROUND RETENTION PIPES. COORDINATE WIHT CIVIL
33.10 NEW FIRE HYDRANT PER CITY OF SURPRISE REQUIREMENTS - REFER TO CIVIL & WATER PLANS

Administrative Approval	
Community Development Director	Date:
City Engineer	Date:

ARIZONA CHARTER ACADEMY

GCON Plan. Build. Deliver.

SPS+ ARCHITECTS
SPS+ ARCHITECTS LLP.
8681 E. VIA DE NEGOCIO
SCOTTSDALE, AZ 85258
TEL: 480.991.0800
FAX: 480.991.2623
spsplusarchitects.com

ARIZONA CHARTER ACADEMY
NEW CLASSROOM BUILDING E
16011 N DYSART RD
SURPRISE, AZ 85374
OVERALL SITE PLAN

CITY REVIEW

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REVISIONS		
MARK	DATE	DESCRIPTION
1	10/4/19	CITY COMMENTS

REVIEWED BY: SAT
DRAWN BY: SAT

REGISTERED ARCHITECT CERTIFICATE NO. 45840 MARK A. DAVENPORT Date Signed ARIZONA, U.S.A.

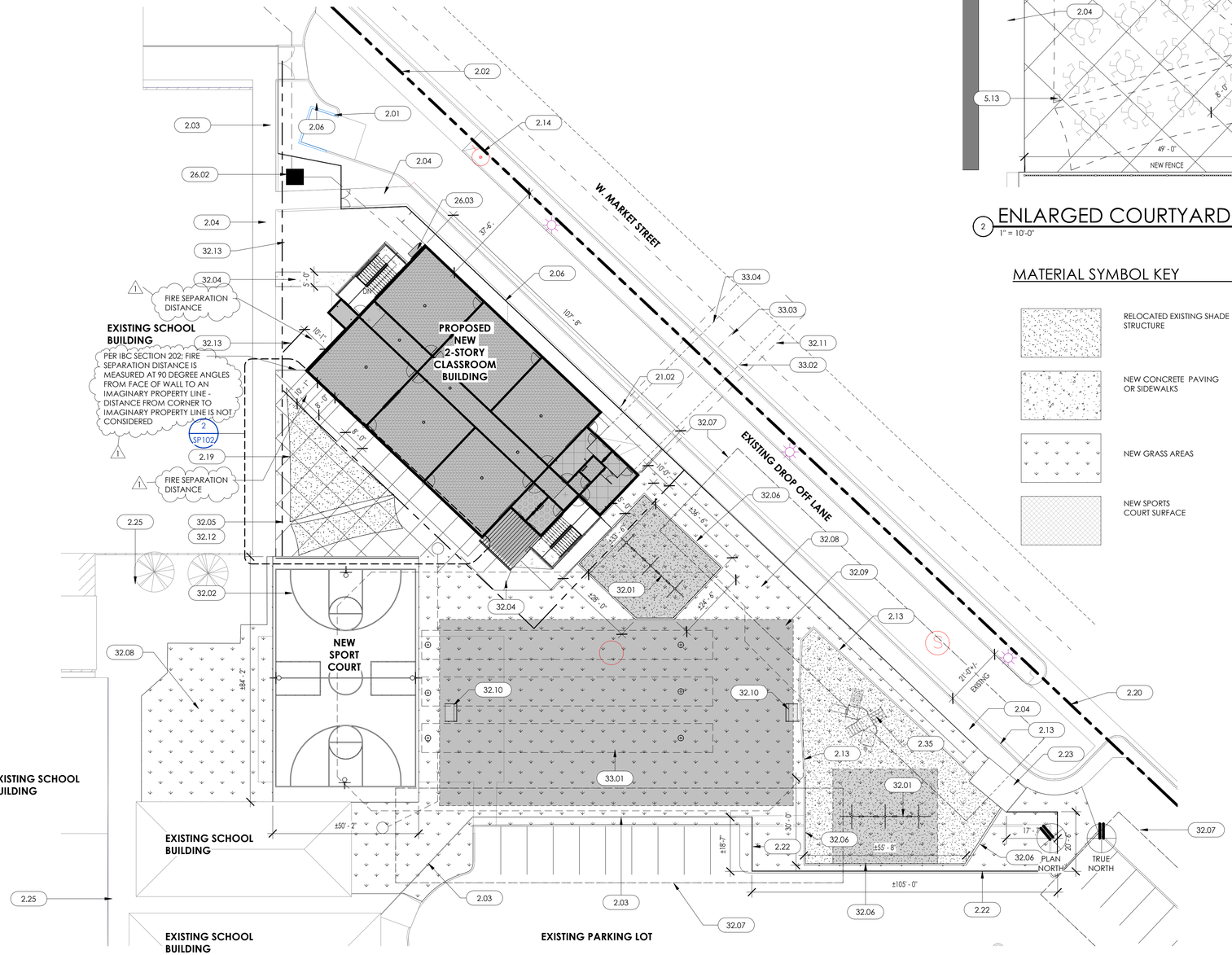
ORIGINAL ISSUE DATE: 8/8/2019

JOB No: 1916

SHEET: SP101

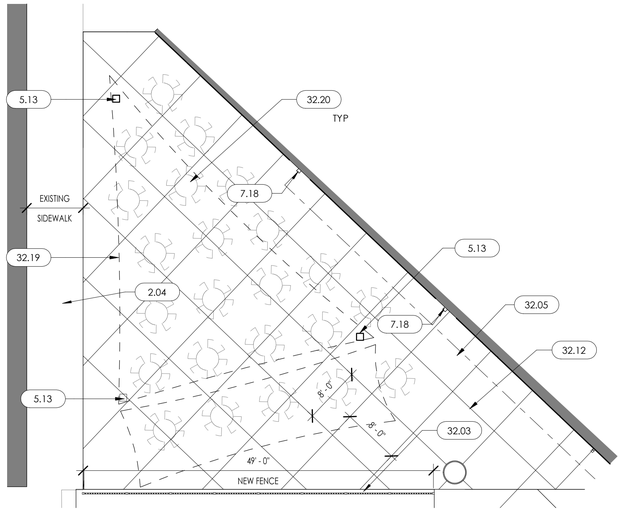
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ENLARGED SITE PLAN

1" = 20'-0"



ENLARGED COURTYARD PLAN

2 1" = 10'-0"

MATERIAL SYMBOL KEY

- RELOCATED EXISTING SHADE STRUCTURE
- NEW CONCRETE PAVING OR SIDEWALKS
- NEW GRASS AREAS
- NEW SPORTS COURT SURFACE
- NEW MULCH PLAY AREA
- PATCH / MATCH ASPHALT PAVING

KEY NOTES

2.01 EXISTING MASONRY DUMPSTER ENCLOSURE TO REMAIN
2.0# EXISTING ENTRANCE TO FIRE LANE TO REMAIN (NO PROPOSED CHANGES)
2.03 EXISTING WROUGHT IRON FENCE TO REMAIN
2.04 EXISTING CONCRETE SIDEWALK TO REMAIN
2.06 REMOVE EXISTING WROUGHT IRON FENCING AS REQUIRED FOR NEW CONSTRUCTION. SALVAGE AND RECONFIGURE FOR REUSE - SEE DEMOLITION SITE PLAN SD101
2.13 EXISTING CONCRETE CURBING TO REMAIN
2.14 EXISTING FIRE HYDRANT TO REMAIN - MAINTAIN FUNCTION DURING ALL PHASES OF CONSTRUCTION
2.19 EXISTING PLAYGROUND EQUIPMENT TO REMAIN
2.20 EXISTING EXIT DRIVE FROM FIRE LANE (NO PROPOSED CHANGES)
2.22 REMOVE EXISTING PLAY SWINGS - SAVE FOR REUSE/REINSTALLATION
2.23 EXISTING STORAGE SHED TO REMAIN
2.25 EXISTING CONCRETE WALKS AND PATIO TO REMAIN
2.35 EXISTING PLAYGROUND EQUIPMENT TO REMAIN
5.13 STEEL COLUMNS FOR RELOCATED SHADE CANOPY.
7.18 PREFINISHED METAL GUTTER & DOWNSPOUT - CONNECT TO UNDERGROUND DRAINAGE LEADER - REFER TO CIVIL PLANS
21.02 REMOTE FIRE DEPARTMENT CONNECTION & SIGNAGE
26.02 NEW ELECTRICAL TRANSFORMER
26.03 NEW EXTERIOR SES - RELOCATE FENCE TO ALLOW APS PERMANENT ACCESS TO SES AND TRANSFORMER
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32.07 SOLAR PANELS SHADE STRUCTURE ABOVE BY OTHERS - NOT PART OF THIS REVIEW
32.08 NEW SOD PER SPECIFICATIONS
32.09 SHADED AREA INDICATES LOCATIONS FOR PRACTICE FIELD (APPOX. 62' X 122')
32.10 SOCCER PRACTICE GOAL BY OWNER
32.11 PATCH/MATCH EXISTING STREET PAVING, CONCRETE CURBS, LANDSCAPE BED AND CONCRETE SIDEWALK AS REQUIRED FOR NEW UTILITY LATERAL INSTALLATION
32.12 PROVIDE SAWCUT EXPANSION JOINT PATTERN IN NEW CONCRETE PATIO - 8' X 8' SCORE PATTERN
32.13 NEW CRUSHED D/G PLANTER BED
32.19 RELOCATED SHADE STRUCTURE
32.20 RELOCATED CONCRETE PICNIC TABLES BY OWNER
33.01 PROPOSED NEW UNDERGROUND RETENTION PIPES - REFER TO CIVIL - ALL NEW DRAINAGE GRATES LOCATED IN GRASS PLAY AREAS SHALL BE SLIGHTLY RECESSED FROM ADJACENT GRADES TO AVOID TRIPPING. ALL NEW GRATES ARE TO HAVE AS SMALL AN OPENING SIZE AS POSSIBLE TO MAINTAIN SAFETY
33.02 NEW WATER METER TAP - REFER TO CIVIL
33.03 NEW SEWER TAP - REFER TO CIVIL
33.04 NEW FIRE LINE TAP - REFER TO CIVIL

GENERAL SITE PLAN NOTES

1. LEGAL EXITS SHALL NOT BE BLOCKED AT ANY TIME.
2. TEMPORARY PEDESTRIAN PROTECTION SHALL BE PROVIDED WHERE REQUIRED BY STUDENT / EMPLOYEE TRAFFIC.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES BELOW GRADE AND RELATED SERVICE CONNECTIONS WITH THE RESPECTIVE UTILITY COMPANIES.
4. CONTRACTOR SHALL COORDINATE THE REMOVAL, ABANDONMENT, AND/OR RELOCATION OF EXISTING UTILITIES ABOVE OR BELOW GRADE WITH THE RESPECTIVE UTILITY COMPANIES.
5. REFER TO CIVIL & ELECTRIC PLANS FOR ADDITIONAL INFO.
6. EXTEND/MODIFY EXISTING LANDSCAPE IRRIGATION SYSTEM AS REQUIRED. VERIFY LOCATION AND EXTENT ON SITE.

Administrative Approval	
Community Development Director	Date:
City Engineer	Date:

ARIZONA CHARTER ACADEMY

GCON Plan. Build. Deliver.

SPS+ ARCHITECTS

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ARIZONA CHARTER ACADEMY
NEW CLASSROOM BUILDING E
16011 N DYSART RD
SURPRISE, AZ 85374
ENLARGED SITE PLAN

CITY REVIEW

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REVISIONS		
MARK	DATE	DESCRIPTION
1	10/4/19	CITY COMMENTS

REVIEWED BY: Checker
DRAWN BY: Author

REGISTERED ARCHITECT CERTIFICATE NO. 45840 MARK A. DAVENPORT Date Signed ARIZONA, U.S.A.

ORIGINAL ISSUE DATE: 8/8/2019
JOB No: 1916
SHEET: SP102

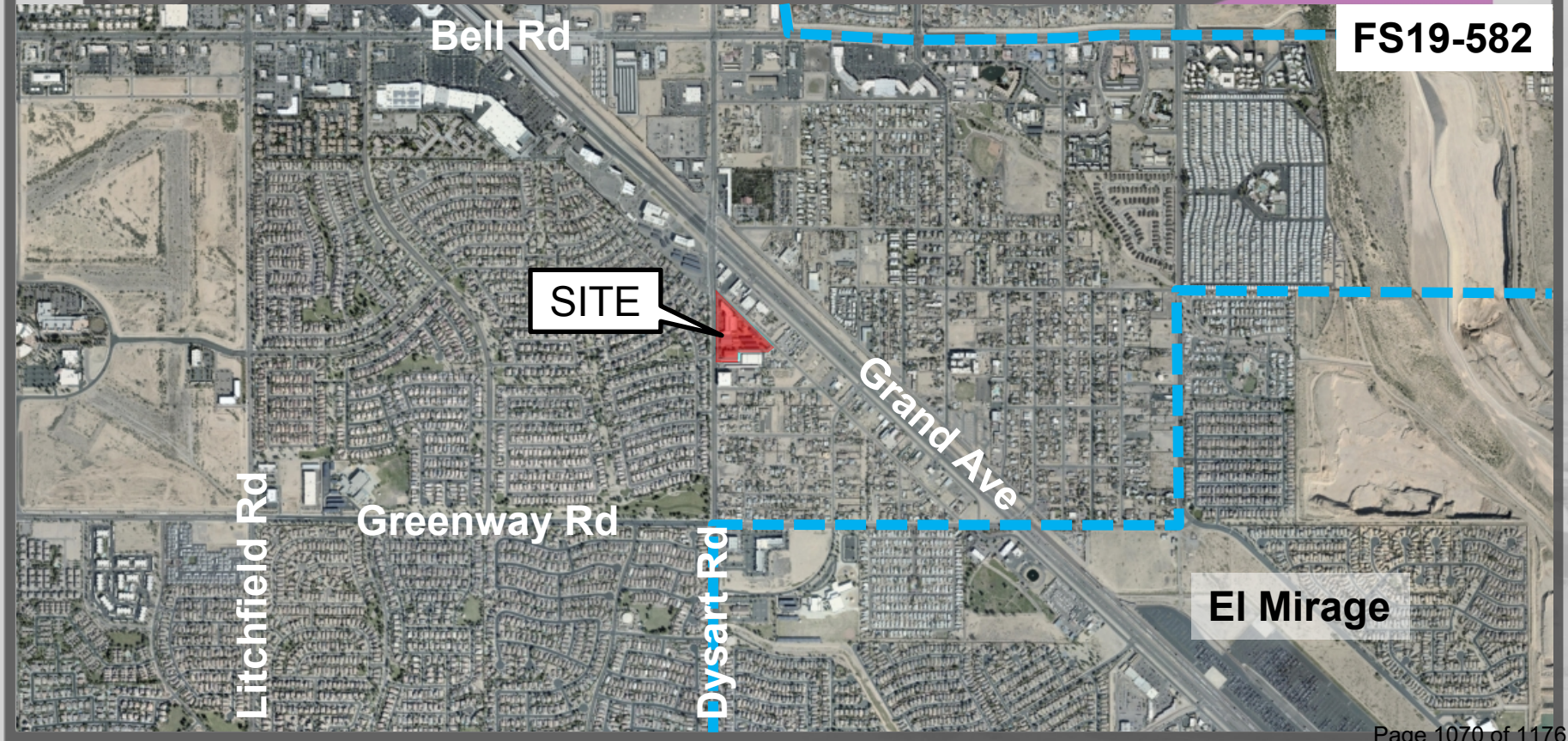
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SURPRISE
ARIZONA

FS19-582
Arizona Charter Academy Original Townsite Incentive

Mayor and City Council – August 18, 2020

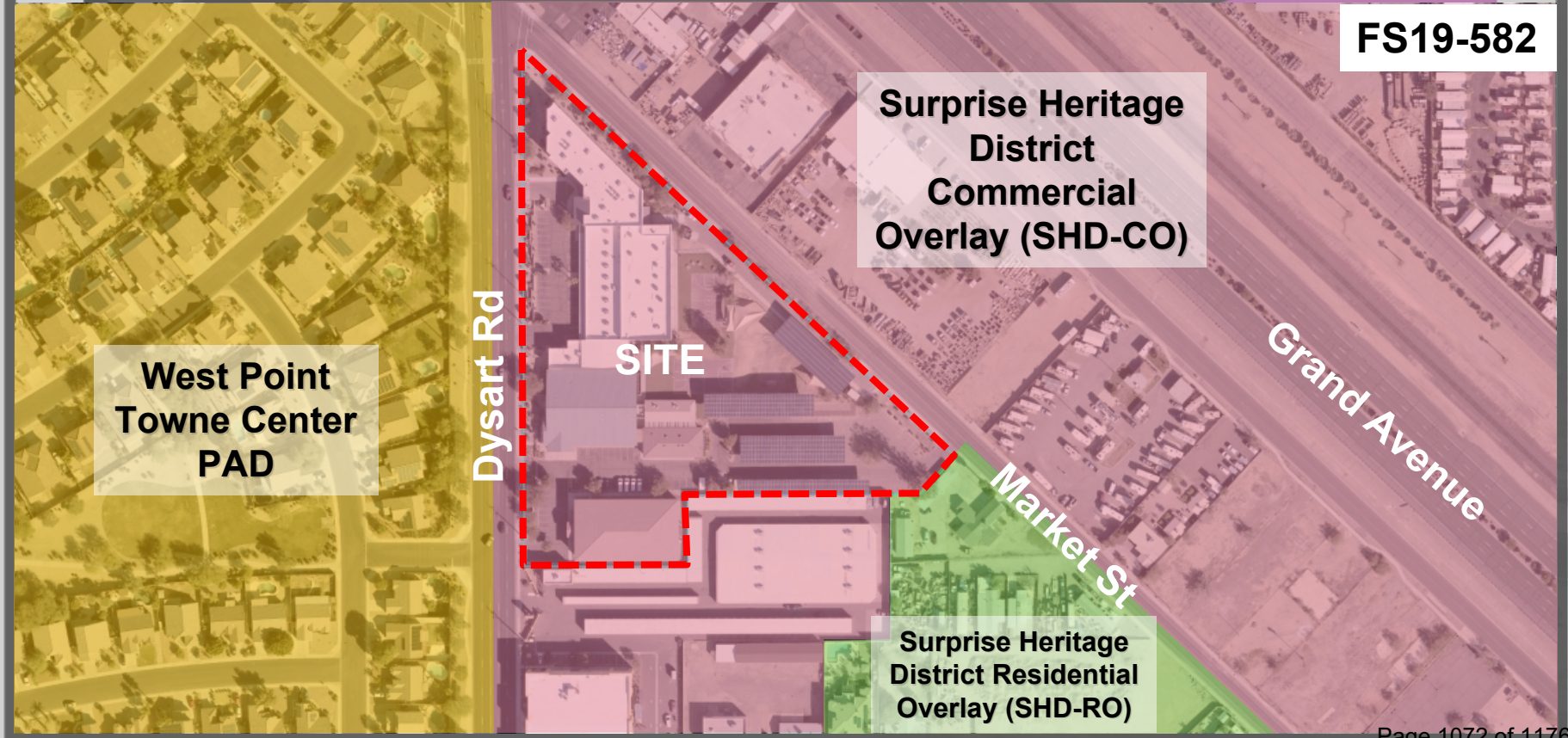
VICINITY MAP



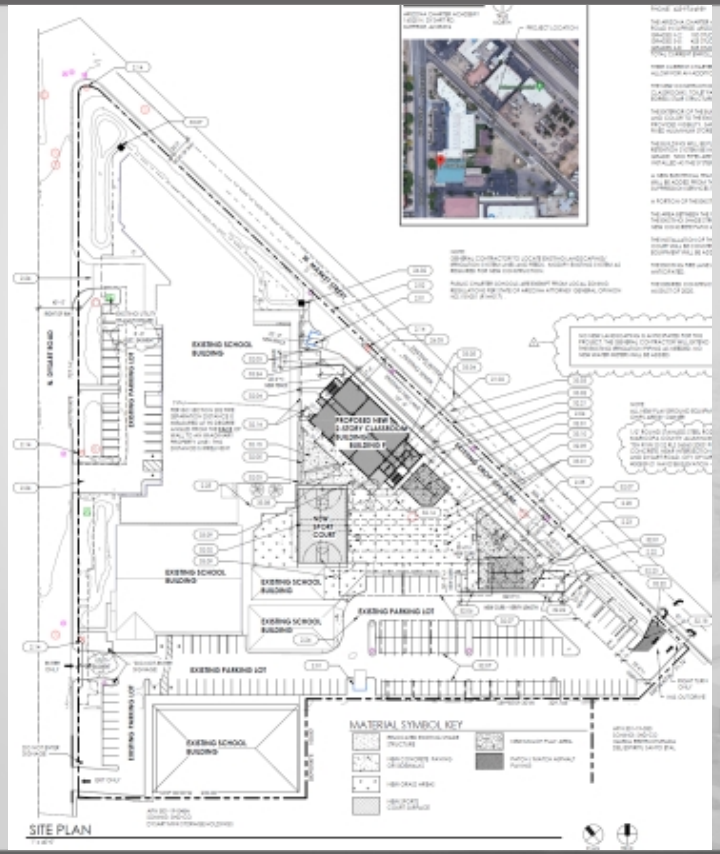
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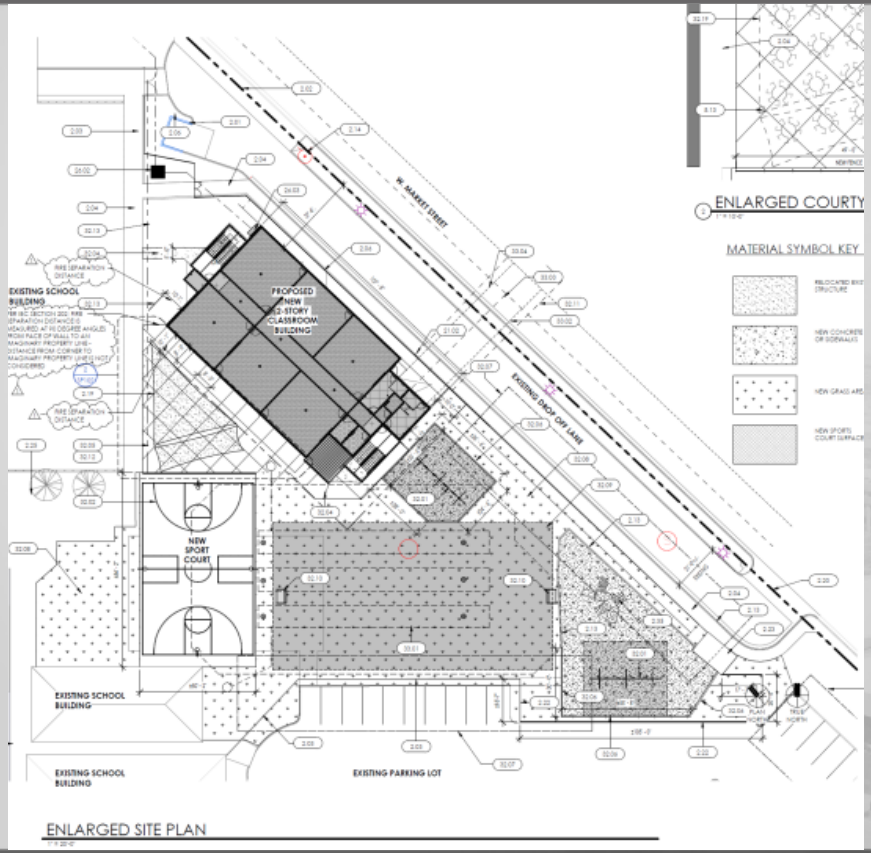
ZONING MAP


FS19-582
Surprise Heritage District Commercial Overlay (SHD-CO)
West Point Towne Center PAD
SITE
Dysart Rd
Grand Avenue
Market St
Surprise Heritage District Residential Overlay (SHD-RO)

SITE PLAN


EXISTING SCHOOL BUILDING
PROPOSED NEW 1-STORY CLASSROOM BUILDING
NEW SPORT COURT
EXISTING PARKING LOT
MATERIAL SYMBOL KEY
SITE PLAN

SITE PLAN


PROPOSED NEW 3-STORY CLASSROOM BUILDING
EXISTING SCHOOL BUILDING
NEW SPORT COURT
EXISTING DROP OFF LANE
EXISTING PARKING LOT
ENLARGED SITE PLAN
ENLARGED COURTY
MATERIAL SYMBOL KEY

INCENTIVES

Fee Description	Fees to be Reimbursed
Building Permit Fees	$9,085.00
Building Plan Review Fees	$5,905.25
Development Impact Fees	$11,683.00
Total	$26,673.25

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the First Amendment to Infrastructure Improvement Repayment Agreement between the City of Surprise and Surprise Development Group, LLC; Resolution # 2020-90.

Motion:
I move to approve Resolution # 2020-90.

Background:
Surprise Development Group, LLC is 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 1200' sewer trunk line, a water line extension from Cotton Lane to and along Custer Lane and Cotton Lane and Custer Lane roadway improvements. On January 21, 2020 City Council approved the Surprise Development Group Infrastructure Improvement Repayment Agreement. Since that time Surprise Development Group, LLC have received bids that are greater than the cost figures set forth in the estimated budget. Therefore, Surprise Development Group, LLC is seeking an amendment updating the estimated costs.

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. SDG First Amendment to Infrastructure Improvement Repayment Agreement
2. 20.08.05 EVR Resolution 2020-90

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

FIRST AMENDMENT TO

INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT

This First Amendment to Infrastructure Improvement Repayment Agreement dated July 7, 2020 (**"First Amendment"**) is made and entered by and between the City of Surprise, an Arizona municipal corporation (**"City"**) and Surprise Development Group, LLC, a North Carolina limited liability company (**"SDG"**) with respect to that Infrastructure Improvement Repayment Agreement recorded January 28, 2020 as Instrument No. 20200075028, Official Records of Maricopa County, Arizona (**"Agreement").**

RECITALS:

A. Whereas the City and SDG entered into the 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; and

B. Whereas the Agreement included an estimated budget for the Design and Construction Costs for the Public Improvements based on estimates provided by engineers and contractors; and

C. Whereas, SDG bid out the design and construction of the Public Improvements in accordance with state and local laws and ordinances; and

D. Whereas, the bid submitted by Buffalo Construction was determined to be the most responsive ("**Bid**"); and

E. Whereas the cost figures set forth in the Bid (shown and described on Exhibit G attached

hereto) are greater than the cost figures set forth in the estimated budget; and

F. Whereas the City and SDG desire to enter into this First Amendment for the purpose of amending the budget for the Public Improvements (as defined in the Agreement) and revising the cost figures set forth in the exhibits to the Agreement.

AGREEMENT:

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

1. The Median and Decel Lane North of Custer Improvements Budget is hereby amended and is as set forth in Exhibit B-2 attached hereto.

2. The Decel S Improvements Budget is hereby amended and is as set forth in Exhibit C-2 attached hereto.

3. The Decel S By-In Fee is hereby amended and is as set forth in Exhibit C-4 attached hereto.

4. The Sewer System Improvements Budget is hereby amended and is as set forth in Exhibit D-2 attached hereto.

5. The Sewer Buy-In Fee is hereby amended and is as set forth in Exhibit D-4 attached hereto.

6. The Water System Improvements Budget is hereby amended and is as set forth in Exhibit E-2 attached hereto.

7. The Water Buy-In Fee is hereby amended and is as set forth in Exhibit E-4 attached hereto.

8. Exhibit G attached hereto is hereby made part of the Agreement and attached as Exhibit G thereto.

9. Unless otherwise separately defined in this First Amendment, all capitalized terms contained herein shall be given the meaning set forth for such terms in the Agreement. All of the terms, provisions and conditions of the Agreement which are not expressly modified, amended or clarified by this First Amendment (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment 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_____2020, 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: William C Ronalter
Name: William C Ronalter
Title: Member and Manager

STATE of North Carolina
County of Moore

The forgoing instrument was acknowledged before me this 7 day of July, 2020 by William C Ronalter as the Member and Manager of Surprise Development Group, LLC, a North Carolina limited liability company, on behalf of the company.

LINDA SUYDAM NOTARY PUBLIC SCOTLAND COUNTY, N.C.

BY: Linda Suydam
Notary Public Linda Suydam
Commission Expires: 4-26-2025

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	1		$ 4,992	$ 4,992
Bond/Letter of Credit	1		$ 2,138	$ 2,138
Traffic Control	1		$ 1,568	$ 1,568
Reproduction	0.2	%	$ 300	$ 60
Total Soft Costs				**$ 14,694**
Demo	7196	SF	$ 1.09	$ 7,870
Earthwork		Bid		$ 16,633
Asphalt 5" AC over 9" ABC	9100	SF	$ 4.28	$ 38,985
Curb and gutter	377	LF	$ 31.83	$ 12,000
Single curb (median)	456	LF	$ 21.93	$ 10,000
Sidewalk	2203	SF	$ 5.22	$ 11,500
Scupper/CB	1	EA	$ 4,500.00	$ 4,500
Striping	1	bid	$ 3,000.00	$ 3,000
Street Lights	1	EA	$ 5,000.00	$ 5,000
8" Building Fire Stubs	1	EA	$ 4,000.00	$ 4,000
12" DIP Public Waterline	42	LF	$ 152.38	$ 6,400
Total Hard Costs				**$ 119,888**
Total Costs				**$ 134,582**
Taxes	1		$ 14,925	$ 14,925
Contingency @ 15%	1		$ 3,451	$ 3,451
GC Overhead and Profit	1		$ 9,167	$ 9,167
Project Management	1		$ 8,512	$ 8,512
TOTAL PROJECT COST				**$ 170,639**

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	1		$ 4,992	$ 4,992
Bond/Letter of Credit	1		$ 2,138	$ 2,138
Traffic Control	1		$ 1,568	$ 1,568
Reproduction	0.1	%	$ 300	$ 30
Total Soft Costs				**$ 11,696**
Demo	3084	SF	$ 1.09	$ 3,374
Earthwork		BID		$ 8,317
Asphalt 5" AC over 9" ABC	3850	SF	$ 4.28	$ 16,494
Striping	1	BID	$ 1,000.00	$ 1,000
Total Hard Costs				**$ 29,185**
Total Costs				**$ 40,881**
Taxes				$ 3,633
Contingency @ 15%				$ 840
GC Profit and Overhead				$ 2,231
Project Management				$ 2,072
TOTAL PROJECT COST				**$ 49,657**

EXHIBIT C-4

Decel S Improvements Buy-In Fee Spreadsheet

100% Benefitting #1 since it fronts their parcel

	Decel S Budget			$ 49,657
	Parcel APN	Owner/Developer	%Total	Buy-In Fee
	Part of 501-12-926	TSC	0%	$ -
	Part of 501-12-926	Benefitting #1	100%	$ 49,657
Total			**100%**	**$ 49,657**

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	1		$ 4,992	$ 4,992
Bond/Letter of Credit	1		$ 2,138	$ 2,138
Traffic Control	1		$ 1,568	$ 1,568
Reproduction	0.3	%	$ 300	$ 90
Total Soft Costs				**$ 17,692**
Earthwork				
8" PVC Sewer main extension	1116	LF	$ 138.90	$ 155,010
5' DIA sewer manholes	4	EA	$ 3,450.00	$ 13,800
Total Hard Costs				**$ 168,810**
Total Costs				**$ 186,502**
Taxes				$ 21,016
Contingency @ 15%				$ 4,859
GC Profit and Overhead				$ 12,907
Project Management				$ 11,985
TOTAL PROJECT COST				**$ 237,269**

Earthwork costs are included in the sewer line extension $/Unit

EXHIBIT D-4

Sewer Buy-In Fee

Sewer System Improvements Budget	$ 237,269
Total Area Benefitted in Acres	26.92
Per Acre Buy-In	$8,813.86

Parcel APN	Benefitting Site	Owner/Developer	Total	Buy-In Fee
Part of 501-12-926	TSC Site	SLR/TSC	4.02	$ 35,432
Part of 501-12-926	#1	SLR/Omni	4.80	$ 42,307
Part of 501-12-926	#2	SLR/NE Area	9.10	$ 80,206
Part of 501-12-926	#3	SLR/SE Area	9.00	$ 79,325
Total			**26.92**	**$ 237,269**

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	1		$ 4,992	$ 4,992
Bond/Letter of Credit	1		$ 2,138	$ 2,138
Traffic Control	1		$ 1,568	$ 1,568
Reproduction	0.1	%	$ 300	$ 30
Total Soft Costs				**$ 11,696**
CUSTER LANE Water Improvements				
Earthwork				inc
12" DIP public water line	577	LF	$ 207.97	$ 120,000
Fire hydrant	2	EA	$ 1,500.00	$ 3,000
8" Building fire stubs	2	EA	$ 3,500.00	$ 7,000
2" water service	159	EA	$ 81.76	$ 13,000
1" water service				
Total Hard Costs				**$ 143,000**
Total Costs				**$ 154,696**
Taxes				$ 18,886
Contingency @ 15%				$ 4,367
GC Profit and Overhead				$ 11,599
Project Management				$ 10,770
TOTAL PROJECT COST				**$200,318**

Earthwork associated with work is included in the waterline $/Unit

EXHIBIT E-4

Water Buy-In Fee

Water System Improvements Budget			$ 200,318
Split 50/50			

Parcel APN	Owner/Developer	Total	Buy-In Fee
Part of 501-12-926	TSC	50%	$ 100,158.92
Part of 501-12-926	Benefitting #1	50%	$ 100,158.92
Total		**1.00**	**$ 200,318**

Exhibit G – Buffalo Bid

Buffalo Bid

Total Project Cost		
North of Custer Lane	$	164,641
Custer Lane	$	301,640
South of Custer Lane	$	46,660
Sewer System	$	228,275
Water System	$	197,319
Total Project Cost	$	938,535

Buffalo Bid

Median and Decel Lane North of Custer Lane Improvements Budget

ITEM	QTY	UNIT	$/UNIT	EXTENSION
Engineering		%	SDG	$ -
Traffic Impact Study		%	SDG	$ -
Civil Review Fees		%	SDG	$ -
Construction Permit		%	SDG	$ -
Maricopa Water District		%	SDG	$ -
Dust Control Permit estimate		%	SDG	$ -
Staking/Survey estimate	1	%	$ 4,992	$ 4,992
Bond/Letter of Credit	1	%	$ 2,138	$ 2,138
Traffic Control	1	%	$ 1,568	$ 1,568
Reproduction		%	$ -	$ -
Total Soft Costs				**$ 8,698**
Demo	7196	SF	$ 1.09	$ 7,870
Earthwork		BID		$ 16,633
Asphalt 5" AC over 9" ABC	9100	SF	$ 4.28	$ 38,985
Curb and gutter	377	LF	$ 31.83	$ 12,000
Single curb (median)	456	LF	$ 21.93	$ 10,000
Sidewalk	2203	SF	$ 5.22	$ 11,500
Scupper/CB	1	EA	$ 4,500.00	$ 4,500
Median concrete		N/A		$ -
Median DG		N/A		$ -
Striping	1	BID	$ 3,000.00	$ 3,000
Street Lights	1	EA	$ 5,000.00	$ 5,000
8" Building Fire Stubs	1	EA	$ 4,000.00	$ 4,000
12" DIP Public Waterline	42	LF	$ 152.38	$ 6,400
Total Hard Costs				**$ 119,888**
Total Costs				**$ 128,586**
Taxes				
AZ Transaction Priviledge Tax				$ 14,925
Contingency @ 15%				$ 3,451
GC Profit and Overhead				$ 9,167
Project Management				$ 8,512
TOTAL PROJECT COST				**$ 164,641**

Buffalo Bid

Decel S Improvements Budget

ITEM	QTY	UNIT	$/UNIT	EXTENSION
Engineering		%	SDG	$ -
Traffic Impact Study		%	SDG	$ -
Civil Review Fees		%	SDG	$ -
Construction Permit		%	SDG	$ -
Maricopa Water District		%	SDG	$ -
Dust Control Permit estimate		%	SDG	$ -
Staking/Survey estimate		%	bid	$ 4,992
Bond/Letter of Credit		%	bid	$ 2,138
Traffic Control		%	bid	$ 1,568
Reproduction		%		$ -
Total Soft Costs				**$ 8,698**
Demo	3084	SF	$ 1	$ 3,374.00
Earthwork		BID		$ 8,317.00
Asphalt 5" AC over 9" ABC	3850	SF	$ 4.28	$ 16,494
Striping		BID		$ 1,000
Total Hard Costs				**$ 29,185**
Total Costs				**$ 37,883**
Taxes		%		
AZ Transaction Priviledge Tax				$ 3,633
Contingency @ 15%		%		$ 840
GC Profit and Overhead				$ 2,231
Project Management		%		$ 2,072
TOTAL PROJECT COST				**$ 46,660**

Buffalo Bid

Sewer System Improvements Budget

ITEM	QTY	UNIT	$/UNIT		EXTENSION
Engineering		%	SDG	$	-
Traffic Impact Study		%	SDG	$	-
Civil Review Fees		%	SDG	$	-
Construction Permit		%	SDG	$	-
Maricopa Water District		%	SDG	$	-
Dust Control Permit estimate		%	SDG	$	-
Staking/Survey estimate		%	bid	$	4,992
Bond/Letter of Credit		%	bid	$	2,138
Traffic Control		%	bid	$	1,568
Reproduction				$	-
Total Soft Costs				**$**	**8,698**
Earthwork		BID		$	-
8" PVC Sewer main extension	1116	LF	$ 138.90	$	155,010
5' DIA sewer manholes	4	EA	$ 3,450.00	$	13,800
Total Hard Costs				**$**	**168,810**
Total Costs				**$**	**177,508**
Taxes		%	bid		
AZ Transaction Priviledge Tax				$	21,016
Contingency @ 15%		%	bid	$	4,859
GC Profit and Overhead				$	12,907
Project Management		%	bid	$	11,985
TOTAL PROJECT COST				**$**	**228,275**

NOTE : The earthwork cost associated with the Sewer Improvements is included in the sewer line cost.

Buffalo Bid

Water Systems Improvements Budget

ITEM	QTY	UNIT	$/UNIT	EXTENSION
Engineering		%	SDG	$ -
Traffic Impact Study		%	SDG	$ -
Civil Review Fees		%	SDG	$ -
Construction Permit		%	SDG	$ -
Maricopa Water District		%	SDG	$ -
Dust Control Permit estimate		%	SDG	$ -
Staking/Survey estimate		%	bid	$ 4,992
Bond/Letter of Credit		%	bid	$ 2,138
Traffic Control		%	bid	$ 1,568
Reproduction				$ -
Total Soft Costs				**$ 8,698**
CUSTER LANE Water Improvements				
Earthwork		BID		$ -
12" DIP public water line	577	LF	$ 207.97	$ 120,000
12"X8" TSVBC		N/A		$ -
Fire hydrant	2	EA	$ 1,500.00	$ 3,000
8" Building fire stubs	2	EA	$ 3,500.00	$ 7,000
2" water service	159	LF	$ 81.76	$ 13,000
1" water service		EA		$ -
Total Hard Costs				**$ 143,000**
Total Costs				**$ 151,698**
Taxes		%	bid	
AZ Transaction Priviledge Tax				$ 18,886
Contingency @ 15%		%	bid	$ 4,367
GC Profit and Overhead				$ 11,599
Project Management		%	bid	$ 10,770
TOTAL PROJECT COST				**$ 197,319**

NOTE : The earthwork cost associated with the Water Improvements is included in the water line cost.

RESOLUTION # 2020-90

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE SURPRISE DEVELOPMENT GROUP, LLC INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT

WHEREAS, the City and Surprise Development Group, LLC, a North Carolina limited liability company ("SDG"), entered into an Infrastructure Improvement Repayment 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; and

WHEREAS, the Agreement included an estimated budget for the Design and Construction Costs for the Public Improvements based on estimates provided by engineers and contractors; and

WHEREAS, SDG bid out the design and construction of the Public Improvements in accordance with state and local laws and ordinances; and

WHEREAS, the bid submitted by Buffalo Construction was determined to be the most responsive ("Bid"); and

WHEREAS, the cost figures set forth in the Bid are greater than the cost figures set forth in the estimated budget; and

WHEREAS, the City and SDG desire to enter into the First Amendment to the Infrastructure Improvement Repayment Agreement attached hereto as Exhibit "A" for the purpose of amending the budget for the Public Improvements (as defined in the Agreement) and revising the cost figures set forth in the exhibits to the Agreement.

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

Section 1. The City of Surprise Mayor and City Council approves the First Amendment to the Infrastructure Improvement Repayment Agreement with Surprise Development Group, LLC, attached as Exhibit "A".

Section 2. The Mayor is hereby authorized to execute the First Amendment on behalf of the City of Surprise and to take all other actions necessary to implement the Agreement.

APPROVED AND ADOPTED this _____day of _____, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020

Contact Person: Jeanine Jerkovic, DIRECTOR - ECON DEV

Submitting Department: Economic Development

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action on an annual agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for the participation and support of regional economic development programs, in the amount of $66,694.00 in fiscal year 2021.

Motion:

I move to approve the fiscal year 2021 agreement with Greater Phoenix Economic Council in an amount not to exceed $66,694.00.

Background:

Over the history of our membership, GPEC has assisted Surprise with the location of several local employers such as Central Garden and Pet and Seattle Tacoma Box Company most recently – previous locates have included Janus International, RioGlass Solar, Brentwood Industries, Gestamp Solar Steel, Campcorp Structures, Cobalt Rehabilitation Hospital, and IRIS USA.

Over the last five years, GPEC has directly assisted the City of Surprise with the creation of 188 direct jobs and $44.3 million in investment in the community, 1,516 jobs in the Surprise region for residents, creating a 18-to-1 return-on-investment (ROI). The GPEC ROI assumes that on a 5 year average, the economic impact of our annual contract produces 18 times what we pay for the contract on the basis of the newly generated taxes and revenues created by jobs and capital investment of projects introduced in and around our community.

Objective Analysis:

The amount of the FY 2021 proposed contract is based on $.4897 per capita, using the 2019 Office of Employment and Population Statistics, Arizona Department of Administration, estimating the City's population as 136,194.

Policy Compliant:

This action item is consistent with City Council policy and the City Council Strategic Plan adopted in 2019.

Financial Impact:

The City agrees to pay $66,694.00 for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2021. This amount is based on approximately $.4897 per capita, based upon the 2019 Office of Economic Opportunity population estimate, listing the City's population as 136,194.

Budget Impact:

The FY2021 Adopted Budget includes appropriation in the amount of $61,000.00 within the Economic Development Department's General Fund budget for the annual GPEC contract. The remaining $5,694 required will be absorbed by the Economic Development Department's General Fund operating budget.

FTE Impact:

No FTE impact.

ATTACHMENTS:

1. GPEC Agreement Surprise FY21.cos (002)
2. Exhibit A FY21 Action Plan
3. Exhibit B FY21 Metrics
4. Exhibit C Target Industries
5. Exhibit D FY21 Reporting draft
6. Exhibit E FY21 City default
7. Exhibit F FY21 Regional Cooperation Protocol Policy
8. Community Benefits Report - Surprise
9. GPEC FY 2021 FINAL presentation for Surprise City Council-

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020

Contact Person: Jeanine Jerkovic, DIRECTOR - ECON DEV

Submitting Department: Economic Development

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action on an annual agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for the participation and support of regional economic development programs, in the amount of $66,694.00 in fiscal year 2021.

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Over the last five years, GPEC has directly assisted the City of Surprise with the creation of 188 direct jobs and $44.3 million in investment in the community, 1,516 jobs in the Surprise region for residents, creating a 18-to-1 return-on-investment (ROI). The GPEC ROI assumes that on a 5 year average, the economic impact of our annual contract produces 18 times what we pay for the contract on the basis of the newly generated taxes and revenues created by jobs and capital investment of projects introduced in and around our community.

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This action item is consistent with City Council policy and the City Council Strategic Plan adopted in 2019.

Financial Impact:

The City agrees to pay $66,694.00 for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2021. This amount is based on approximately $.4897 per capita, based upon the 2019 Office of Economic Opportunity population estimate, listing the City's population as 136,194.

Budget Impact:

The FY2021 Adopted Budget includes appropriation in the amount of $61,000.00 within the Economic Development Department's General Fund budget for the annual GPEC contract. The remaining $5,694 required will be absorbed by the Economic Development Department's General Fund operating budget.

FTE Impact:

No FTE impact.

ATTACHMENTS:

1. GPEC Agreement Surprise FY21.cos (002)
2. Exhibit A FY21 Action Plan
3. Exhibit B FY21 Metrics
4. Exhibit C Target Industries
5. Exhibit D FY21 Reporting draft
6. Exhibit E FY21 City default
7. Exhibit F FY21 Regional Cooperation Protocol Policy
8. Community Benefits Report - Surprise
9. GPEC FY 2021 FINAL presentation for Surprise City Council-

AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF SURPRISE

The City Council of the CITY OF SURPRISE, an Arizona municipal corporation (the "City"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL, an Arizona non-profit corporation ("GPEC"). The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City, and the payments of the City to GPEC for the fiscal year July 1, 2020 - June 30, 2021 ("FY2021").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. **MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.

B. **GOALS**: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.

2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. **RETENTION AND EXPANSION POLICY:**

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.

2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.

3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.

4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. **ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC will implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). GPEC will inform the City of any changes in the adopted Action Plan which materially affect or alter the priorities

established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, after providing the City with reasonable notice, in GPEC's reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required as a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC will solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. **PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and will be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, GPEC may revise these performance targets with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC will provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2020. Monthly Activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

In the event GPEC fails to meet any benchmark, GPEC will meet with the EDDT within 30 calendar days to provide an explanation of the relevant factors and circumstances, and to present a plan for improving performance in order to achieve the target(s) within the term of this Agreement. Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event, or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement. Such an event of default allows the City to terminate this Agreement pursuant to paragraph IV.J below.

II. RESPONSIBILITIES OF THE CITY

A. **STAFF SUPPORT OF GPEC EFFORTS:** To the extent permitted by law and/or the City's internal policies, the City will provide staff support to GPEC's economic development efforts as follows:

1. The City will respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if, in the City's sole discretion, the City desires to compete. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;

2. The City will provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;

3. The City will provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;

4. The City will cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;

5. The City will attempt in good faith to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;

6. In order to enable GPEC to be more sensitive to the City's requirements, the City will, at the City's sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC may not disclose the same to the other participants in GPEC, their representatives, or any other third parties without the express written permission of the City Manager;

7. The City will utilize good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself;

8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries");

B. **RECOGNITION OF GPEC:** The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. **PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:** Representative(s) of the City, at the City's own expense, are entitled to participate in GPEC's marketing events. GPEC will provide no funding or otherwise share in any way the expense with the City's expense related to participating in any GPEC marketing events. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. **COMPENSATION**:

1. The City agrees to pay **$66,694.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2021. This amount is based on approximately $.4897 per capita, based upon the 2019 Office of Economic Opportunity population estimate, listing the City's population as **136,194**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased during the term of this Agreement consistent with any changes in the per capita payments by other municipalities which support GPEC.

2. Funding of this Agreement is subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

3. Nothing herein precludes the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder; and

4. GPEC will submit an invoice for payment due under this agreement pursuant to Paragraph III.B.1 on an annual basis within 30 days of City Council approval of Agreement.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, and to cooperate in furthering GPEC's goals for FY2021. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.

2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2022 contract.

3. The City agrees to work with GPEC during FY2021 to develop a revised public sector funding plan, including a regional allocation formula FY2022, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

A. COVENANT AGAINST CONTINGENT FEES: GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City has the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.

B. PAYMENT DEDUCTION OFFSET PROVISION: GPEC recognizes the provisions of the City Code of the City of Surprise which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.

C. ASSIGNMENT PROHIBITED: No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and no effect.

D. INDEPENDENT CONTRACTOR; NO AGENCY: Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. The parties acknowledge that the services provided under this Agreement are being provided as an independent contract, not as an employee or agent of the City. City has no right to control GPEC beyond the results of GPEC's services contemplated pursuant to this

Agreement. GPEC has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC has no authority, express or implied, under to this Agreement to bind City to any obligation whatsoever.

E. **INDEMNIFICATION AND HOLD HARMLESS:** GPEC agrees to indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees for, from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, arising out of this Agreement for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity must notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and must give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E may be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

F. **INSURANCE:** GPEC must procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

G. **GRATUITIES**. The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings may be reviewed by any competent court consistent with Subsection L. In the event of such termination, the City is entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, including travel shall not be deemed a gratuity.

H. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.

3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions do not apply to Agreements or subcontracts for standard commercial supplies or new materials.

4. Upon request by the City, GPEC will provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports will be accomplished upon forms furnished by the City or in such other format as the City may prescribe.

I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.

1. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

2. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The City retains the legal right to inspect the papers of any employee of GPEC who works on this Agreement to ensure compliance with this warranty.

3. The City will not consider GPEC in material breach of the foregoing warranty if GPEC establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

4. GPEC hereby certifies that it does not, and will not, participate in during the term of this contract, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. GPEC hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's

action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

J. **TERMINATION.** This Agreement will expire on June 30, 2021 unless otherwise extended by the Parties. In addition to the termination provisions otherwise set forth in this Agreement, including Section III(B)(2) above, City has the right to terminate this Agreement if GPEC fails to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied is given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default will be deemed to have occurred or to exist if, and so long as, GPEC commences such action within that period and diligently and continuously prosecutes the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder must materially comply with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. **INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona, in Phoenix, Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

M. **APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, will be tried according to the laws of the State of Arizona, and GPEC agrees that the venue for any such action will be in the State of Arizona as set forth above.

N. **CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.

O. **CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.

P. **NOTICES.** Any notice, consent or other communication required or permitted under this Agreement must be in writing and is deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Michael Frazier
City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-3300
FAX: (623) 222-3301

And to: Surprise City Attorney's Office
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-1120
FAX: (623) 222-1101

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this section.

Q. **TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

R. **NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No councilmember, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

S. **NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

T. **SEVERABILITY.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law,

provided that the fundamental purposes of this Agreement are not defeated by such severability.

U. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

V. **NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity has any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.

W. **DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** To the extent permitted by law recognizing that the City is subject to Arizona Public Records laws set forth in the Arizona Revised Statutes, Title 39, this Agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

X. **ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2020.

CITY OF SURPRISE, a municipal corporation

By: _____
Honorable Skip Hall, Mayor

ATTEST:

By:_____
Its: City Clerk

APPROVED AS TO FORM:
By:_____
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL, an Arizona nonprofit corporation

By:_____

Chris Camacho
President & Chief Executive Officer



Greater Phoenix Economic Council

Action Plan

FISCAL YEAR 2021

Greater Phoenix Economic Council

Our Mission

To attract and grow quality businesses, and advocate for Greater Phoenix's competitiveness.



A letter from

Chris Camacho

President & CEO, Greater Phoenix Economic Council

2020 was a year unlike any other seen before. At the beginning of FY20, we celebrated our 30th anniversary by unveiling our brand refresh and instituting a new tagline, "Greater Phoenix, Greater Together". This message very quickly took on extraordinary significance not long after, as the world was altered by the COVID-19 virus and the economic crisis that followed. To rebound from this crisis, it is more important than ever for the region to work together.

Greater Phoenix is uniquely positioned to rise out of this economic downturn thanks to the collaboration and collective vision of our regional partners. Coming out of the last recession, the region pivoted to a more diversified industry base which laid a foundation for us to now build on. The current economic climate presents us with an opportunity to drive the region to a more resilient future.

The tactics set forth in this Action Plan will move us towards that future. We will continue to construct our data science toolkit to expand our capacity to target leads and prospects. We will amplify our brand message through creative digital storytelling strategies. We will design policy proposals that drive a modern economy. We can only do this with strong stakeholder support.

The work won't be without its challenges. However, I believe this organization and its stakeholders are equipped to handle anything. We will move forward to a brighter future for the residents and businesses in this region because we are Greater Phoenix, Greater Together.



"We will move forward to a brighter future for the residents and businesses in this region because we are Greater Phoenix, Greater Together."



Strategic Plan Goals

FY21 marks the second year of GPEC's current strategic plan. The FY20-22 Strategic Plan outlines a vision whereby GPEC will support the transformation of Greater Phoenix into a place where all businesses and residents can create their own success through programs that target equity, innovation and quality jobs. This will be accomplished through two overarching goals that drive the organization forward:



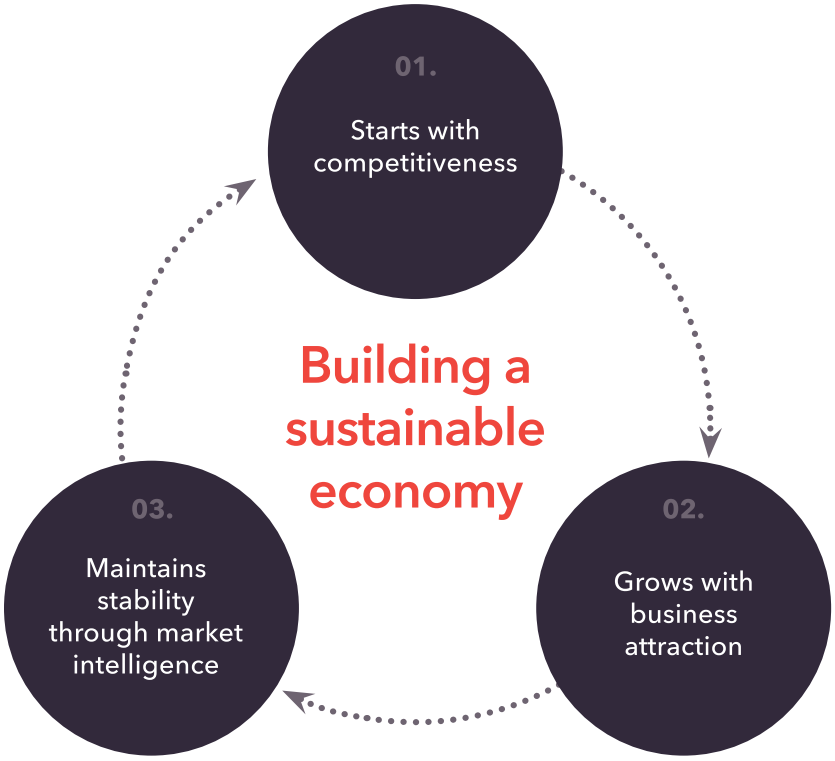
Goal #1

Redefine regional economic resilience and competitiveness to meet 21st century challenges and opportunities.

Goal #2

Demonstrate what it means to be a best-in-class economic development organization.

The tactics and milestones outlined in the FY21 Action Plan demonstrate the activities GPEC will undertake to achieve its Strategic Plan goals.



Tactics & Milestones

GOAL #01

Elevate the GPEC and Greater Phoenix brand regionally, nationally and globally



In FY20, GPEC unveiled its brand refresh, uniting the region around the Greater Phoenix, Greater Together message. In FY21, the organization will amplify that message through the creation of a new regional storytelling platform that will communicate the Greater Phoenix value proposition to audiences around the world. GPEC will also share this message to the broader economic development community by hosting the 2021 IEDC Leadership Summit.

Tactics:

- Enhance investors' and communities' access to GPEC resources that supports their business efforts
- Share the Greater Phoenix story with the broader economic development community
- Communicate the Greater Phoenix value proposition regionally, nationally, and globally
- Enhance GPEC's digital presence to reach target demographics
- Evaluate a reputation management platform to determine market sentiment
- Consolidate client journey data points to further evaluate marketing tactics for automation

Milestones:

- Implement a central repository of data, available online for investors and communities to have access to regional information
- Host the 2021 IEDC Leadership Summit
- Explore the creation of a new regional media platform
- Drive an increase in leads that benefit Greater Phoenix
- Research tools to evaluate market sentiment and contact partner organizations to determine best practices
- Implement a business intelligence tool and evaluate data to generate actionable tactics, improving GPEC's engagement with clients

Strategic Plan Objectives:

- ☑ Elevate the brand identity using new forms of media to deepen reach into targeted markets
- ☑ Create an enhanced and efficient stakeholder engagement model

GOAL #02

Attract and grow quality businesses through established programs and new models



In this time of economic uncertainty, GPEC will deploy new strategies to foster economic activity, increasing outreach to direct prospects. GPEC will continue to focus on its core business development efforts through engagement with key brokers and site selectors. Building off a successful campaign at the 2020 Waste Management Phoenix Open, the organization will engage with venture capital firms to increase their knowledge of the Greater Phoenix market.

Tactics:

- Develop touch points with prospects and leads in targeted industry sectors
- Provide general market knowledge to GPEC locates
- Conduct outreach to key brokers, site selectors and other prospect sources
- Engage with venture capital firms to demonstrate the value of GPEC services

Milestones:

- Surpass contracted jobs and prospects with a focus on targeted industry sectors
- Generate strategic industry knowledge and maintain relationship for engagement with prospects
- Convert leads to prospects and prospects to locates
- Increase the number of capital-backed deals in Greater Phoenix

Strategic Plan Objectives:

- ☑ Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- ☑ Utilize market and industry intelligence to drive economic diversification and resilience

GOAL #03

Drive the region forward through enhanced research and data analytics capabilities



Research and analytics drive every business decision. GPEC will remain on the cutting edge of economic development in focusing on new and innovative data solutions by expanding its data science capabilities and by providing customized research solutions to investors, communities and other stakeholders. Enhanced industry use cases and market intelligence reports will demonstrate the value proposition of Greater Phoenix's core industries.

Tactics:

- Boost the effectiveness of GPEC's industry use cases in demonstrating Greater Phoenix's value proposition
- Increase knowledge of new and emerging industry trends
- Expand the use of state-of-the-art analytical and automated platforms to systematize tailored recruitment efforts

Milestones:

- Enhance content for existing use cases and create new use cases for industries identified in targeted industry analysis
- Complete market intelligence reports that detail the past, present and future evolution of industries in Greater Phoenix
- Provide meaningful, accurate and timely information to stakeholders
- Increase leads and prospects through marketing automation, analytics, predictive targeting and active lead, prospect and key account monitoring
- Optimize the organization's tools, databases and resources

Strategic Plan Objectives:

- ☑ Promote initiatives that reinforce the region as a place to test, launch and advance innovation
- ☑ Utilize market and industry intelligence to drive economic diversification and resilience
- ☑ Deepen internal expertise and upgrade research & analytics capacity

GOAL #04

Promote stakeholder engagement through meaningful content



GPEC's investors propel the region as a dynamic place for business. GPEC will engage investors with meaningful content through its Ambassador program, providing opportunities to learn about the region's industries and sharing key messaging points to ensure the region is aligned on critical issues. To grow its investor base, GPEC will continue the relationship with companies that located to Greater Phoenix to demonstrate the ongoing value of the organization.

Tactics:

- Complete a comprehensive assessment of contacts within each investor and member community
- Empower Certified Ambassadors to become advocates for GPEC's mission
- Maintain an ongoing relationship with locates by engaging them with investor base
- Develop meaningful content to engage GPEC's Ambassador network

Milestones:

- Create multiple touchpoints within each investor company and member community
- Increase retention of Certified Ambassadors
- Continue the conversation with locates by continually staying in contact, in partnership with the community
- Create an Ambassador event series focused around the organization's targeted industries
- Share key messaging points about the region with GPEC Ambassadors to increase alignment about topics critical to the region

Strategic Plan Objectives:

- ☑ Increase and diversify GPEC's financial resources in alignment with regional priorities
- ☑ Create an enhanced and efficient stakeholder engagement model

GOAL #05

Build a resilient economy through comprehensive planning that focuses on inclusion, diversity and equity

Developing a modern economy is now more important than ever. GPEC will implement a recovery plan to rebound from the current economic downturn, building an economy that is more resilient while focusing on key issues of equity and inclusion. Working closely with member communities, the organization will build up key commerce corridors in the region to support continued economic activity.

Tactics:

- Support community placemaking through existing, emerging and future commerce corridors
- Promote the ongoing efforts of The Connective, Greater Phoenix's new smart region initiative
- Focus on issues of equity, inclusion and resilience to ensure Greater Phoenix grows in a sustainable manner
- Educate the federal delegation on issues important to Greater Phoenix
- Advocate for the region's competitiveness

Milestones:

- Use the Community Partnership Program to engage member communities in implementing best practices to support employment corridor growth
- Increase collaboration between business, universities and communities to develop Greater Phoenix as a smart region
- Complete an analysis around equitable development and measure relevant society metrics
- Develop and implement a recovery plan to restart the Greater Phoenix economy
- Conduct the biennial Washington, D.C. mission
- Support policy proposals around P-20 education, workforce, infrastructure and other critical economic development areas that drive a modern economy

Strategic Plan Objectives:

- ☑ Promote initiatives that reinforce the region as a place to test, launch and advance innovation
- ☑ Develop regional resilience programs
- ☑ Change the paradigm among community and civic leadership to one that prioritizes education, job access and intentional long-term investment into drivers of competitiveness

GOAL #06

Be a leader in economic development through relentless commitment to organizational culture and *The GPEC Way*



The organization is committed to a core set of values known as *The GPEC Way*. These values drive GPEC to be on the cutting edge of economic development. Through this, the organization will invest in staff and resources through professional development, increased knowledge management and streamlined operational processes.

Tactics:

- Mitigate organizational risk through improved data management
- Streamline internal operational processes
- Support professional development opportunities for staff through internal and external industry and managerial training and credentialing
- Enhance knowledge management between departments
- Foster an environment that leads to a smart and healthy organization
- Understand and develop the ideal metrics for organizational performance

Milestones:

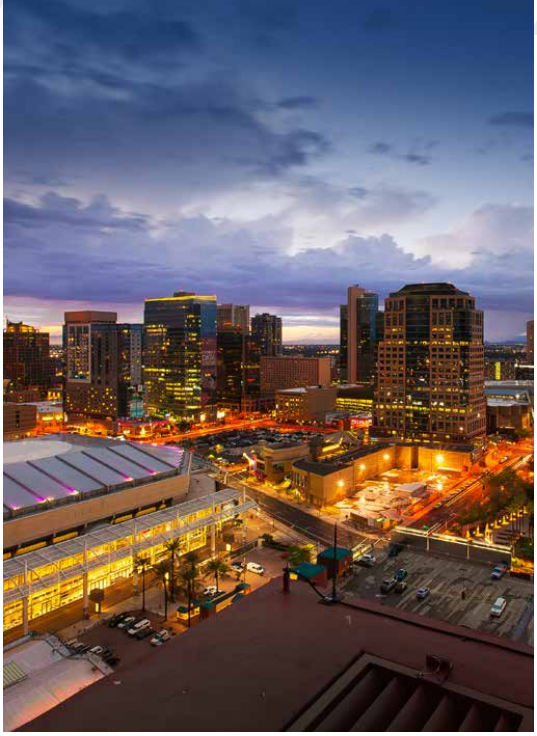
- Implement best practices in data security
- Increase organizational transparency in internal operations
- Increase managerial and functional expertise across all staff
- Recruit and retain staff with an established presence in Greater Phoenix and nationally
- Create a playbook for each department
- Maintain its position as one of the nation's top EDOs
- Analyze and evaluate key internal and top line metrics

Strategic Plan Objectives:

- ☑ Deepen internal expertise and upgrade research and analytics capacity
- ☑ Earn regional and national recognition as a leader in effective regional governance
- ☑ *Cultivate a world-class organization that exemplifies The GPEC Way*

FY21 Metrics

GPEC calculated metrics for FY21 based on historical performance including recent trends in prospect activity during the economic crisis. The organization will revisit these metrics with the Economic Development Directors Team in Q2 of the fiscal year once the full impact of the COVID-19 virus on the economy is known.



	FY21 Proposed		
	Contract	Target	Stretch
Payroll (in millions)	$340.62	$378.46	$416.31
Jobs	6,125	6,806	7,486
- High Wage Jobs	3,075	3,417	3,759
Average High Wage Salary	$59,113	$65,681	$72,249
Qualified Prospects	206	229	252
- Qualified International Prospects	34	38	42
GPEC Assists	10	12	14

Budget Overview

Revenues	FY 2019 Forecast	% of Total	FY 2020 Budget	% of Total	FY 2019 Budget	$ Change	% Change
Public Funds	2,577,000	40%	2,717,700	39%	2,577,000	140,700	5%
Private Funds	2,686,000	41%	3,146,900	45%	2,820,900	326,000	12%
New Pledge Revenue	425,000	7%	350,000	5%	350,000	-	0%
In-Kind Pledges	78,000	1%	253,500	4%	118,500	135,000	114%
Events & Programs	215,000	3%	150,000	2%	200,000	(50,000)	-25%
Sponsorships	70,000	1%	55,000	1%	-	55,000	-
Grant Income	425,000	7%	324,600	5%	182,800	141,800	78%
Other	1,400	0%	1,300	0%	1,300	-	0%
Total Revenues	**6,477,400**	**100%**	**6,999,000**	**100%**	**6,250,500**	**748,500**	**12%**
Operating Expenditures							
Business Development	487,000	7%	449,600	6%	395,300	54,300	14%
Marketing & Communications	526,800	8%	492,000	7%	536,000	(44,000)	-8%
Research & Analytics (Formerly Research & Strategy)	209,400	3%	249,300	3%	225,000	24,300	11%
Engagement	118,000	2%	152,500	2%	120,300	32,200	27%
Strategy & Regional Initiatives (Formerly Other Initiatives)	99,000	1%	362,900	5%	80,400	282,500	351%
Administration/Operations	480,500	7%	552,200	7%	444,200	108,000	24%
Personnel	3,831,400	57%	3,828,500	51%	3,781,500	47,000	1%
Facilities	695,000	10%	737,000	10%	728,500	8,500	1%
Events & Programs	257,000	4%	160,000	2%	280,000	(120,000)	-43%
Total Operating Expenditures	**6,704,100**	**99%**	**6,984,000**	**94%**	**6,591,200**	**392,800**	**6%**
Non-Operating Expenditures							
Grant Expenses	50,000	1%	470,000	6%	50,000	420,000	840%
Total Expenses	6,754,100	100%	7,454,000	100%	6,641,200	812,800	12%
Net Gain (Loss)	(276,700)		(455,000)		(390,700)	812,800	
Less: Capital Expenditures			(45,000)		(40,000)	(5,000)	
Amortization Of Deferred Rent	(86,000)		(86,000)		(86,000)	-	
Add: Depreciation	373,000		374,500		372,900	1,600	
Add: Allowance For Doubtful Accounts	-		-		25,000	(25,000)	
Changes From Operating Activities	5,000		-		1,100	(1,100)	
Net Cash Flows	15,300		(211,500)		(117,700)	(93,800)	
Beginning Cash	2,572,200		2,587,500		2,572,200	15,300	
Ending Cash	**2,587,500**		**2,376,000**		**2,454,500**	**(78,500)**	

PLACE HOLDER

GPEC Investors

As of April 2020

Chairman's Council

Corporate Council

Executive Council

Directors Council

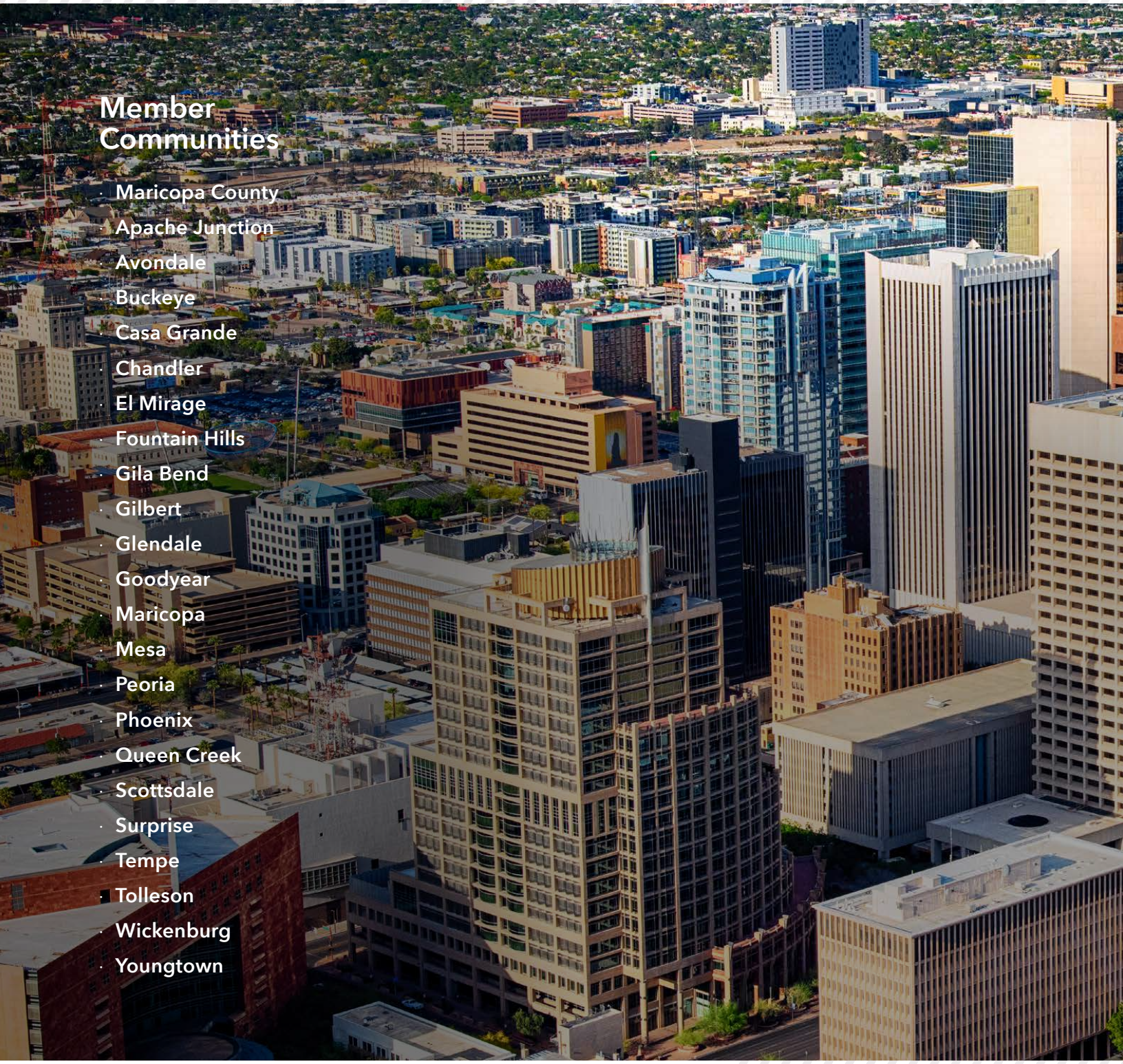
- Acronis SCS
- Alliance Bank of Arizona
- American Airlines
- Arizona Coyotes
- Arizona Diamondbacks
- Ballard Spahr
- Bank of America
- Banner Health
- BBVA
- CBRE
- CenturyLink
- Chicanos Por La Causa
- CIT Bank
- Cousins Properties
- Creighton University
- Cypress Office Properties
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- Empire Southwest
- Ernst & Young
- Freeport McMoRan Inc.
- Goodmans Interior Structures
- Goodwill of Central Arizona
- Grand Canyon University
- Highnoon
- Intel Corporation
- Kitchell
- Knight-Swift Transportation
- Lyft
- M Culinary
- Maracay Homes
- Mayo Clinic
- MidFirst Bank
- Mortenson
- Northern Trust
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- PNC Financial
- Quarles & Brady
- Republic Media
- Sherman & Howard
- Snell & Wilmer
- Squire Patton Boggs
- University of Phoenix
- Valley Metro

Leadership Council

- Adolfson & Peterson Construction
- Aerotek
- Aetna
- American Express
- Archicon Architecture
- Arizona Israel Technology Alliance
- Benchmark Electronics, Inc.
- Blue Cross Blue Shield of Arizona
- Brookfield Residential
- Bryan Cave Leighton Paisner LLP
- BRYCON Construction
- Caliber Companies
- Celgene Corporation
- Colliers International
- Commonwealth Land Title National Commercial Services
- Cresa
- Crescent Crown Distributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- Deloitte
- Deutsch Architecture Group
- DP Electric
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Equality Health
- Gammage & Burnham
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- Honeywell
- IMEG Corp
- IntraEdge
- JLL
- Layton Construction
- Lee & Associates
- LGE Design Build
- Meritage Homes
- MST Solutions
- Nationwide Realty Investors
- Newmark Knight Frank
- Okland Construction
- OneAZ Credit Union
- Opus Development Company
- Phoenix Children's Hospital
- Renaissance Companies
- Saint Holdings
- Savills Inc.
- Silicon Valley Bank
- Skanska USA Building
- SmithGroup
- Southland Industries
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- The Plaza Companies
- Transwestern Commercial Services
- Tratt Properties
- Tuft & Needle
- University of Arizona
- USAA
- Van Trust Real Estate LLC
- Veregy
- ViaWest Group
- Weitz Company
- Wespac Construction
- Willmeng Construction
- Wist Office Products

Ambassador

- Acronis
- ADP
- Air Products and Chemicals
- Arizona Community Foundation
- Atmosphere Commercial Interiors
- AvenueWest Phoenix Corporate Housing
- Avnet Inc.
- BNSF Railway
- Cancer Treatment Centers of America
- Carvana
- CBIZ
- CoStar Group
- ExecHQ
- Industrial Storage
- Jokake Construction
- KTAR
- Macerich
- Merit Partners
- Midwestern University
- MSS Technologies
- OnMedia
- Ottawa University
- Phoenix Relocation Source
- Prestige Accommodations
- Prologis
- RED Development
- Rose Law Group PC
- Ryan Companies US Inc.
- St. Clair Technologies
- Sunstate Equipment Company
- Union Pacific Railroad Company
- Wonolo



Greater Phoenix Economic Council

2 N. Central Ave. Suite 2500, Phoenix, AZ 85004 602.256.7700 gpec.org

EXHIBIT B

GPEC PERFORMANCE MEASURES
FY 2021[1]

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	**$340.62M**
2. Total Number of Jobs Created	**6,125**
3. Total Number of High-Wage Jobs[2]	**3,075**
4. Average High-Wage Salary	**$59,113**
5. GPEC Assists[3]	**10**
6. Number of Qualified Prospects	**206**
7. Number of Qualified International Prospects	**34**

Footnotes:

1. FY21 performance measures will be re-evaluated by GPEC staff and community Economic Development Directors in Q2 of FY21 due to possible business development impacts from COVID-19.
2. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently $49,370).
3. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size, for example; and would otherwise be listed as "non-reported locates."

EXHIBIT C

TARGETED INDUSTRIES
FY2021

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2021, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

Apache Junction
Business services; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; expanded retail opportunities; and high-density residential

Avondale
Financial business services; manufacturing; amateur sports; tourism and hospitality; healthcare/medical services; emerging technology and innovation; and corporate regional headquarters

Buckeye
Advanced business services; renewable energy; high tech (data center and services); environmental technology/sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

Casa Grande
Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler
Advanced business services; corporate/regional headquarters; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage
Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills
Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; and retail

Gila Bend
Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert
Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale
Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear
Advanced business services; advanced manufacturing and logistics; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial / start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)
Professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce

Mesa
Standard and advanced manufacturing including medical device; technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and research & development

Peoria
Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix
BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries; higher education; trade and FDI

Queen Creek
Agritainment/agribusiness; healthcare and biotechnology; higher education; software and information technology; and manufacturing

Scottsdale
Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise
Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; specialty services for global companies/FDI; tourism and hospitality

Tempe
Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

Tolleson
E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg
Standard manufacturing; transportation & distribution; rail services; mining support facilities; healthcare and medical (emphasis on behavioral healthcare); senior industries; tourism and filmmaking (location shooting); resort/tourist-oriented development; equestrian entertainment; and expanded retail operations

Youngtown
Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2021

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project	
Products-Completed Operations Aggregate	
Personal & Advertising Injury	
Each Occurrence	
Fire Damage (Any one fire)	
Directors and Officers	
Medical Expense (Any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles (Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit Per Accident for Bodily Injury and Property Damage

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. **Verification of Coverage**. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. **Approval**. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.

2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.

3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.

4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.

5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.

6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.

9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.

12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.

13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.

14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.

15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.

16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

Greater Phoenix Economic Council

City of Surprise Community Benefits Report

18:1
Revenue Return

Surprise Investment

$66,694
Funding Request for FY20

AZ Office of Economic Opportunity 2019 population

$65,058
Previous Funding for FY20

AZ Office of Economic Opportunity 2018 population

GPEC has assisted 212 locates in Greater Phoenix in the last five years, including 3 in Surprise, creating 188 jobs and $44.3 million in capital investment.

Results Through Regional Success

The City of Surprise benefits from site location projects and GPEC activities that occur across the region. Economic development projects create value by generating public and private revenues.

Commute patterns and retail studies show that employees of 'locates' live and spend their incomes in all Greater Phoenix communities. Thus, when a company selects a Greater Phoenix location, all communities benefit with increased tax revenues. GPEC-assisted locates have created 1,516 jobs region-wide for Surprise residents over the past five years.

Return on Investment
(5-Yr Trend)

$18
of direct revenue[1] for every $1 invested

$35
of total revenue[2] for every $1 invested

$84.7M
in new consumer spending generated by new Surprise jobs and employed Surprise residents. An addition of $72.7 million created by multiplier effects results in total consumer spending of $157.4 million.

$5.3M
in new Surprise direct revenues (boosted to $10.3 million when including related multiplier effects of $5 million).

[1] Includes property, sales and utility taxes, as well as state-shared and other local revenues.

[2] Includes direct revenues plus those generated by related supplier and consumer jobs.

[3] Estimates are from the Greater Phoenix Consensus Impact Model. In 1999, GPEC and our members developed the region's first-ever consensus-based revenue and economic impact model. Based on nationally accepted multiplier data provided by IMPLAN, the model is customized to calculate economic and revenue benefits for GPEC's members and the State of Arizona.

Community Leadership

Leadership is critical to ensuring the success of your community, GPEC and the region's economic vitality.

Engagement Opportunity	Surprise Involvement
GPEC Board of Directors	Chet Keizer Scott Phillips
Executive Committee	Chet Keizer
Economic Development Directors Team (EDDT)	Jeanine Jerkovic Mike Hoover Samantha Pinkal Heather Donaldson

Community Involvement

4	20
Research Requests Fulfilled	EDDT and Council Meetings

About GPEC

Established in 1989, the Greater Phoenix Economic Council (GPEC) actively works to attract and grow quality businesses and advocate for the competitiveness of Greater Phoenix. As the regional economic development organization, GPEC works with 22 member communities including Surprise, Maricopa County and more than 160 private investors to accomplish its mission and serve as a strategic partner to companies across the world as they expand or relocate.

Regional Results Summary

	*FY20**	*FY19*	*5 Year Total*
Payroll Generated	$474.77	$524.58	$2,339.7
Jobs	7,745	8,791	40,975
Hi-Wage Jobs	5,874	5,153	22,408
Average Salary	$61,300	$59,672	$57,100
Qualified Prospects	196	277	1,274
Assisted Locates	35	50	212
Capital Investment	$3,959.0	$1,181.2	$8,183.9

*Through April 30, 2020

Strategic Collaboration

Surprise advances GPEC's mission of attracting quality companies to the region by:

- Responding to prospect requests for proposals
- Participating in prospect community visits
- Hosting ExecuTours, tailored events for high-level decision-makers
- Prospecting at trade shows, conferences and sales missions to expand the project pipeline

Competitive Intelligence

GPEC offers Surprise access to the following unique tools and expertise:

- Comprehensive demographic, labor, targeted industry information and marketing assistance
- CoStar real estate database
- MetroComp operating cost-comparison software for 50 markets
- Greater Phoenix Consensus Impact Model analysis
- Customized research requests

GPEC FY20-22 Strategic Plan

Over the next three years, GPEC will support the transformation of Greater Phoenix into the place where all businesses and residents can create their own success through programs that target equity, innovation and quality jobs through two distinct goals:

- Redefine regional economic resilience and competitiveness to meet 21st century challenges and opportunities
- Demonstrate what it means to be a best in class economic development organization

SURPRISE
ARIZONA

Greater Phoenix Economic Council FY2021 Annual Contract

Jeanine Jerkovic
Surprise Economic Development Department
August 18, 2020

Mission: Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.



GPEC OVERVIEW

- Surprise = founding member of GPEC (founded 1989)
- Public-private partnership: 22 cities / 175+ investors
- Core competencies: market analysis & site selection
- Assisted regionally with 212 corporate locates in 5 years, including 3 in the City of Surprise, creating 188 jobs and $44.3 million in capital investment.

GPEC SERVICES

- Building a Regional Brand Identity
- In-Depth Market Data and Analysis
- Operational Cost Analysis
- Connectivity to Key Resources
- Speed-to-Market Support
- Site Selection Assistance
- Economic Impact Analysis
- Economic Policy Competitiveness



GPEC = TOP QUALITY PARTNER

Over 5 years

- $18-to-$1 direct ROI / $35-to-1 total (direct & indirect)
- $84.7 million in new Surprise consumer spending
- Estimated $5.3 million in direct city revenues
- 1,516 region-wide jobs for Surprise residents

GPEC-Surprise Activity	FY17	FY18	FY19	FY20
COS Proposals Submitted	61	51	38	51
COS Site Visits	3	5	4	3

GPEC VALUE PROVIDED

City of Surprise – GPEC Annual Contract	
FY 2021 Contract $66,694	$0.4897 per capita / 136,194 pop.
FY 2020 Contract $65,058	$0.4897 per capita / 132,852 pop.
FY 2019 Contract $60,471	$0.4647 per capita / 130,129 pop.
FY 2018 Contract $56,362	$0.4397 per capita / 128,182 pop.
FY 2017 Contract $55,236	$0.4397 per capita / 125,621 pop.

Prospect Generation / 18:1 ROI

Board Level Engagement

Strategic Support

Regional Branding

City of Surprise



GPEC SURPRISE RESULTS

2012
- Park Skyway SWP
- Intrepid Tool Industries
- CampCorp Structures

2013
- Cobalt Rehabilitation Hospital

2014
- IRIS USA

2015
- Mainstreet Transitional Care Center* (*Now Surprise Rehabiliation)

2016

2017
- Central Garden & Pet
- Seattle Tacoma Box Company

2018

WHAT'S NEXT?

GPEC Economic Catalyst Program

	Economic Acceleration	Path to Opportunity
Goals	Accelerate growth and diversification	Create promising jobs and attract investment in designated areas
Incentive (set at the city level)	Rebate portion of direct local revenue generated by the project over 10 years, pursuant to AZ Constitution, Article 9, Section 7	Rebate portion of direct local revenue generated by the project over 10 years, pursuant to AZ Constitution, Article 9, Section 7
Use of Funds	Job Creation, Job Training, Infrastructure Development, R&D partnerships	Job Creation, Job Training, Infrastructure Development
Type of Projects	Headquarters, high-tech manufacturing, advanced tech, e-commerce	Standard manufacturing, transportation and logistics, info tech, business services

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:
Consideration and action to approve resolution no. 2020-104; a resolution of the Mayor and Council of the City of Surprise, Maricopa County, Arizona declaring and adopting the results of the Primary Election held on August 4, 2020 and ordering the recording of such resolution.

Motion:
I move to approve resolution no. 2020-104; a resolution of the Mayor and Council of the City of Surprise, Maricopa County, Arizona declaring and adopting the results of the Primary Election held on August 4, 2020 and ordering the recording of such resolution.

Background:
This action will finalize the results of the Primary Election held on August 4, 2020. Attachments include Resolution No. 2020-104 and Final Official Results.

Objective Analysis:

Policy Compliant:
This item is compliant.

Financial Impact:

Budget Impact:
None

FTE Impact:

ATTACHMENTS:
1. PRIMARY ELECTION RESULTS RESO 2020 104 (003)rw
2. Final Official Canvass Report-Surprise SOV
3. Surprise Summary-rev1

RESOLUTION NO. 2020-104

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 4, 2020 AND ORDERING THE RECORDING OF SUCH RESOLUTION

WHEREAS, the City of Surprise did hold a Primary election on the 4th day of August, 2020 for the election of Mayor and four (4) Council members; and

WHEREAS, the election returns have been presented to and have been canvassed by the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Surprise, Maricopa County, Arizona, that:

SECTION 1: The total number of ballots cast at said Primary Election minus Over/Under votes and Write-ins for whom no timely nomination papers were filed was 31,141 and were distributed as follows:

Districts:	**Actual Vote Total:**
District 1 (Acacia)	5,449
District 2 (Cottonwood)	9,057
District 3 (Mesquite)	5,077
District 4 (Mulberry)	3,223
District 5 (Palm)	4,080
District 6 (Palo Verde)	4,255

SECTION 2: The total number of ballots cast at said Primary Election for the Office of Mayor was 31,141**.** Total number of ballots rejected (Write-ins for whom no timely nomination papers were filed and Over/Under votes) were 3,891. The actual votes cast for the candidate(s) were as follows:

Candidate:	**Actual Vote Total:**	
Skip Hall	**26,755**	**96.81%**
Cheryl Packham (Write-In)	495	3.19%

That it is hereby found, determined and declared of record, that the following candidate for Office of the Mayor did receive more than one half of the total number of votes cast for Mayor at said election, and such candidate shall be declared elected and shall receive a certificate of election:

Skip Hall

SECTION 3: The total number of ballots cast at said Primary Election for the Office of Councilmember of District 2 (Cottonwood) was 9,057. Total number of ballots rejected (Write-ins for who no timely nomination papers were filed and Over/Under votes) were 1,372 . The actual votes cast for the candidate(s) were as follows:

Candidate:	**Actual Vote Total:**	
Alyson Cline	**4,907**	**63.61%**
Wendell Fountain	2,778	36.01%

It is hereby found, determined and declared of record, that the following candidate for Councilmember of District 2 (Cottonwood) did receive more than one half of the total number of votes cast for Councilmember at said election, and such candidate shall be declared elected and shall receive a certificate of election:

Alyson Cline

SECTION 4: The total number of ballots cast at said Primary Election for the Office of Councilmember of District 3 (Mesquite) was 5,077**.** Total number of ballots rejected (Write-ins for whom no timely nomination papers were filed and Over/Under votes) was 416. The actual votes cast for the candidate(s) were as follows:

Candidate:	**Actual Vote Total:**	
Patrick Duffy	**3,193**	**68.04%**
Greg Norberg	1,468	31.28%

It is hereby found, determined and declared of record, that the following candidate for Councilmember of District 3 (Mesquite) did receive more than one half of the total number of votes cast for Councilmember at said election, and such candidate shall be declared elected and shall receive a certificate of election:

Patrick Duffy

SECTION 5: The total number of ballots cast at said Primary Election for the Office of Councilmember of District 4 (Mulberry) was 3,223**.** Total number of ballots rejected (Write-ins for whom no timely nomination papers were filed and Over/Under votes) were 501. The actual votes cast for the candidate(s) were as follows:

Candidate:	**Actual Vote Total:**	
Ken Remley	**2,722**	**98.52%**

It is hereby found, determined and declared of record, that the following candidate for Councilmember of District 4 (Mulberry) did receive more than one half of the total number of votes cast for Councilmember at said election, and such candidate shall be declared elected and shall receive a certificate of election:

Ken Remley

SECTION 6: The total number of ballots cast at said Primary Election for the Office of Councilmember of District 5 (Palm) was 4,080**.** Total number of ballots rejected (Write-ins for whom no timely nomination papers were filed and Over/Under votes) was 272. The actual votes cast for the candidate(s) were as follows:

Candidate:	**Actual Vote Total:**	
Jack Hastings	**2,236**	**58.58%**
David Sanders	1,460	38.25%
Kawika Henderson (Write-in)	112	2.93%

It is hereby found, determined and declared of record, that the following candidate~~s~~ for District 5 (Palm) did receive more than one half of the total number of votes cast for Councilmember at said election, and such candidate shall be declared elected and shall receive a certificate of election:

Jack Hastings

SECTION 7: It is ordered that, directly following the adoption of this Resolution, the City Clerk shall record this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and City Council of the City of Surprise, Arizona, this _____ **day of August, 2020.**

_____
Mayor, Skip Hall

ATTEST:

_____
Sherry Ann Aguilar, City Clerk

APPROVED TO FORM:

_____
Robert Wingo, City Attorney

Resolution No. 2020-104

FINAL OFFICIAL RESULTS
STATEMENT OF VOTES CAST
Primary Election
Maricopa County
August 4, 2020

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
CITY				
Surprise				
0150 COYOTE LAKES	2,386	909	909	38.10%
0182 DESERT OASIS	4,873	1,863	1863	38.23%
0269 GRAND	4,831	3,058	3058	63.30%
0270 GRANITE FALLS	4,368	2,101	2101	48.10%
0284 HAPPY TRAILS	817	461	461	56.43%
0342 KENLY FARMS	5,798	1,844	1844	31.80%
0347 KODIAK	2	0	0	0.00%
0351 LA SOLANA	4,398	2,800	2800	63.67%
0386 LUDDEN	7,109	2,102	2102	29.57%
0404 MARLEY PARK	3,409	1,076	1076	31.56%
0420 MESQUITE	6,733	2,367	2367	35.16%
0483 PARADISE	1,605	450	450	28.04%
0533 REEMS	7,015	2,390	2390	34.07%
0579 SARIVAL	3,171	1,079	1079	34.03%
0621 SPANISH GARDEN	2,205	1,069	1069	48.48%
0658 SURPRISE	2,325	513	513	22.06%
0659 SURPRISE FARMS	6,668	2,066	2066	30.98%
0676 TRADITIONS	2,725	1,401	1401	51.41%
0713 WEST POINT	6,868	2,287	2287	33.30%
0737 WILLOW CANYON	3,924	1,305	1305	33.26%
Surprise - Total	81,230	31,141	31,141	38.34%
CITY - Total	81,230	31,141	31,141	38.34%
CITY BY DISTRICT				
Surprise-Acacia				
0182 DESERT OASIS	4,873	1,863	1863	38.23%

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
0284 HAPPY TRAILS	817	461	461	56.43%
0659 SURPRISE FARMS	4,988	1,505	1505	30.17%
0676 TRADITIONS	976	315	315	32.27%
0737 WILLOW CANYON	3,924	1,305	1305	33.26%
Surprise-Acacia - Total	15,578	5,449	5,449	34.98%
Surprise-Cottonwood				
0269 GRAND	4,831	3,058	3058	63.30%
0270 GRANITE FALLS	2,197	1,287	1287	58.58%
0351 LA SOLANA	4,398	2,800	2800	63.67%
0621 SPANISH GARDEN	784	265	265	33.80%
0659 SURPRISE FARMS	1,680	561	561	33.39%
0676 TRADITIONS	1,749	1,086	1086	62.09%
Surprise-Cottonwood - Total	15,639	9,057	9,057	57.91%
Surprise-Mesquite				
0386 LUDDEN	907	320	320	35.28%
0420 MESQUITE	6,733	2,367	2367	35.16%
0533 REEMS	7,015	2,390	2390	34.07%
Surprise-Mesquite - Total	14,655	5,077	5,077	34.64%
Surprise-Mulberry				
0150 COYOTE LAKES	2,386	909	909	38.10%
0347 KODIAK	2	0	0	0.00%
0658 SURPRISE	2,325	513	513	22.06%
0713 WEST POINT	5,538	1,801	1801	32.52%
Surprise-Mulberry - Total	10,251	3,223	3,223	31.44%
Surprise-Palm				
0270 GRANITE FALLS	2,171	814	814	37.49%
0386 LUDDEN	1,667	447	447	26.81%
0483 PARADISE	1,605	450	450	28.04%
0579 SARIVAL	3,171	1,079	1079	34.03%
0621 SPANISH GARDEN	1,421	804	804	56.58%
0713 WEST POINT	1,330	486	486	36.54%
Surprise-Palm - Total	11,365	4,080	4,080	35.90%
Surprise-Palo Verde				
0342 KENLY FARMS	5,798	1,844	1844	31.80%
0386 LUDDEN	4,535	1,335	1335	29.44%

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
0404 MARLEY PARK	3,409	1,076	1076	31.56%
Surprise-Palo Verde - Total	13,742	4,255	4,255	30.96%
CITY BY DISTRICT - Total	81,230	31,141	31,141	38.34%

Surprise-Mayor (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

Precinct	Registered Voters	Undervotes	Overvotes
CITY			
Surprise			
0150 COYOTE LAKES	2,386	84	0
0182 DESERT OASIS	4,873	218	1
0269 GRAND	4,831	386	0
0270 GRANITE FALLS	4,368	242	0
0284 HAPPY TRAILS	817	58	0
0342 KENLY FARMS	5,798	183	1
0347 KODIAK	2	0	0
0351 LA SOLANA	4,398	311	2
0386 LUDDEN	7,109	211	0
0404 MARLEY PARK	3,409	109	1
0420 MESQUITE	6,733	232	0
0483 PARADISE	1,605	74	0
0533 REEMS	7,015	295	0
0579 SARIVAL	3,171	122	0
0621 SPANISH GARDEN	2,205	117	1
0658 SURPRISE	2,325	52	0
0659 SURPRISE FARMS	6,668	221	0
0676 TRADITIONS	2,725	170	0
0713 WEST POINT	6,868	277	2
0737 WILLOW CANYON	3,924	135	0
Surprise - Total	81,230	3,497	8
CITY - Total	81,230	3,497	8
CITY BY DISTRICT			
Surprise-Acacia			
0182 DESERT OASIS	4,873	218	1
0284 HAPPY TRAILS	817	58	0
0659 SURPRISE FARMS	4,988	145	0
0676 TRADITIONS	976	41	0

Precinct	HALL, SKIP (NON)		Write-in		Total Votes
CITY					
Surprise					
0150 COYOTE LAKES	819	99.27%	6	0.73%	825
0182 DESERT OASIS	1,594	96.96%	50	3.04%	1,644
0269 GRAND	2,624	98.20%	48	1.80%	2,672
0270 GRANITE FALLS	1,822	98.01%	37	1.99%	1,859
0284 HAPPY TRAILS	403	100.00%	0	0.00%	403
0342 KENLY FARMS	1,596	96.14%	64	3.86%	1,660
0347 KODIAK	0		0		0
0351 LA SOLANA	2,441	98.15%	46	1.85%	2,487
0386 LUDDEN	1,810	95.72%	81	4.28%	1,891
0404 MARLEY PARK	916	94.82%	50	5.18%	966
0420 MESQUITE	2,027	94.94%	108	5.06%	2,135
0483 PARADISE	361	96.01%	15	3.99%	376
0533 REEMS	2,013	96.09%	82	3.91%	2,095
0579 SARIVAL	906	94.67%	51	5.33%	957
0621 SPANISH GARDEN	935	98.32%	16	1.68%	951
0658 SURPRISE	447	96.96%	14	3.04%	461
0659 SURPRISE FARMS	1,757	95.23%	88	4.77%	1,845
0676 TRADITIONS	1,205	97.89%	26	2.11%	1,231
0713 WEST POINT	1,947	96.96%	61	3.04%	2,008
0737 WILLOW CANYON	1,132	96.75%	38	3.25%	1,170
Surprise - Total	26,755	96.81%	881	3.19%	27,636
CITY - Total	26,755	96.81%	881	3.19%	27,636
CITY BY DISTRICT					
Surprise-Acacia					
0182 DESERT OASIS	1,594	96.96%	50	3.04%	1,644
0284 HAPPY TRAILS	403	100.00%	0	0.00%	403
0659 SURPRISE FARMS	1,293	95.07%	67	4.93%	1,360
0676 TRADITIONS	263	95.99%	11	4.01%	274

Precinct	NOT QUALIFIED Qualified Write In		PACKHAM, CHERYL Qualified Write In	
CITY				
Surprise				
0150 COYOTE LAKES	5	0.61%	1	0.12%
0182 DESERT OASIS	23	1.40%	27	1.64%
0269 GRAND	12	0.45%	36	1.35%
0270 GRANITE FALLS	11	0.59%	26	1.40%
0284 HAPPY TRAILS	0	0.00%	0	0.00%
0342 KENLY FARMS	26	1.57%	38	2.29%
0347 KODIAK	0		0	
0351 LA SOLANA	12	0.48%	34	1.37%
0386 LUDDEN	41	2.17%	40	2.12%
0404 MARLEY PARK	21	2.17%	29	3.00%
0420 MESQUITE	38	1.78%	70	3.28%
0483 PARADISE	10	2.66%	5	1.33%
0533 REEMS	41	1.96%	41	1.96%
0579 SARIVAL	23	2.40%	28	2.93%
0621 SPANISH GARDEN	11	1.16%	5	0.53%
0658 SURPRISE	12	2.60%	2	0.43%
0659 SURPRISE FARMS	37	2.01%	51	2.76%
0676 TRADITIONS	10	0.81%	16	1.30%
0713 WEST POINT	35	1.74%	26	1.29%
0737 WILLOW CANYON	18	1.54%	20	1.71%
Surprise - Total	386	1.40%	495	1.79%
CITY - Total	386	1.40%	495	1.79%
CITY BY DISTRICT				
Surprise-Acacia				
0182 DESERT OASIS	23	1.40%	27	1.64%
0284 HAPPY TRAILS	0	0.00%	0	0.00%
0659 SURPRISE FARMS	29	2.13%	38	2.79%
0676 TRADITIONS	3	1.09%	8	2.92%

Precinct	Registered Voters	Undervotes	Overvotes
0737 WILLOW CANYON	3,924	135	0
Surprise-Acacia - Total	15,578	597	1
Surprise-Cottonwood			
0269 GRAND	4,831	386	0
0270 GRANITE FALLS	2,197	150	0
0351 LA SOLANA	4,398	311	2
0621 SPANISH GARDEN	784	35	1
0659 SURPRISE FARMS	1,680	76	0
0676 TRADITIONS	1,749	129	0
Surprise-Cottonwood - Total	15,639	1,087	3
Surprise-Mesquite			
0386 LUDDEN	907	37	0
0420 MESQUITE	6,733	232	0
0533 REEMS	7,015	295	0
Surprise-Mesquite - Total	14,655	564	0
Surprise-Mulberry			
0150 COYOTE LAKES	2,386	84	0
0347 KODIAK	2	0	0
0658 SURPRISE	2,325	52	0
0713 WEST POINT	5,538	214	2
Surprise-Mulberry - Total	10,251	350	2
Surprise-Palm			
0270 GRANITE FALLS	2,171	92	0
0386 LUDDEN	1,667	56	0
0483 PARADISE	1,605	74	0
0579 SARIVAL	3,171	122	0
0621 SPANISH GARDEN	1,421	82	0
0713 WEST POINT	1,330	63	0
Surprise-Palm - Total	11,365	489	0
Surprise-Palo Verde			
0342 KENLY FARMS	5,798	183	1
0386 LUDDEN	4,535	118	0

Precinct	HALL, SKIP (NON)		Write-in		Total Votes
0737 WILLOW CANYON	1,132	96.75%	38	3.25%	1,170
Surprise-Acacia - Total	4,685	96.58%	166	3.42%	4,851
Surprise-Cottonwood					
0269 GRAND	2,624	98.20%	48	1.80%	2,672
0270 GRANITE FALLS	1,129	99.30%	8	0.70%	1,137
0351 LA SOLANA	2,441	98.15%	46	1.85%	2,487
0621 SPANISH GARDEN	228	99.56%	1	0.44%	229
0659 SURPRISE FARMS	464	95.67%	21	4.33%	485
0676 TRADITIONS	942	98.43%	15	1.57%	957
Surprise-Cottonwood - Total	7,828	98.26%	139	1.74%	7,967
Surprise-Mesquite					
0386 LUDDEN	272	96.11%	11	3.89%	283
0420 MESQUITE	2,027	94.94%	108	5.06%	2,135
0533 REEMS	2,013	96.09%	82	3.91%	2,095
Surprise-Mesquite - Total	4,312	95.55%	201	4.45%	4,513
Surprise-Mulberry					
0150 COYOTE LAKES	819	99.27%	6	0.73%	825
0347 KODIAK	0		0		0
0658 SURPRISE	447	96.96%	14	3.04%	461
0713 WEST POINT	1,533	96.72%	52	3.28%	1,585
Surprise-Mulberry - Total	2,799	97.49%	72	2.51%	2,871
Surprise-Palm					
0270 GRANITE FALLS	693	95.98%	29	4.02%	722
0386 LUDDEN	373	95.40%	18	4.60%	391
0483 PARADISE	361	96.01%	15	3.99%	376
0579 SARIVAL	906	94.67%	51	5.33%	957
0621 SPANISH GARDEN	707	97.92%	15	2.08%	722
0713 WEST POINT	414	97.87%	9	2.13%	423
Surprise-Palm - Total	3,454	96.18%	137	3.82%	3,591
Surprise-Palo Verde					
0342 KENLY FARMS	1,596	96.14%	64	3.86%	1,660
0386 LUDDEN	1,165	95.73%	52	4.27%	1,217

Precinct	NOT QUALIFIED Qualified Write In		PACKHAM, CHERYL Qualified Write In	
0737 WILLOW CANYON	18	1.54%	20	1.71%
Surprise-Acacia - Total	73	1.50%	93	1.92%
Surprise-Cottonwood				
0269 GRAND	12	0.45%	36	1.35%
0270 GRANITE FALLS	1	0.09%	7	0.62%
0351 LA SOLANA	12	0.48%	34	1.37%
0621 SPANISH GARDEN	0	0.00%	1	0.44%
0659 SURPRISE FARMS	8	1.65%	13	2.68%
0676 TRADITIONS	7	0.73%	8	0.84%
Surprise-Cottonwood - Total	40	0.50%	99	1.24%
Surprise-Mesquite				
0386 LUDDEN	6	2.12%	5	1.77%
0420 MESQUITE	38	1.78%	70	3.28%
0533 REEMS	41	1.96%	41	1.96%
Surprise-Mesquite - Total	85	1.88%	116	2.57%
Surprise-Mulberry				
0150 COYOTE LAKES	5	0.61%	1	0.12%
0347 KODIAK	0		0	
0658 SURPRISE	12	2.60%	2	0.43%
0713 WEST POINT	31	1.96%	21	1.32%
Surprise-Mulberry - Total	48	1.67%	24	0.84%
Surprise-Palm				
0270 GRANITE FALLS	10	1.39%	19	2.63%
0386 LUDDEN	6	1.53%	12	3.07%
0483 PARADISE	10	2.66%	5	1.33%
0579 SARIVAL	23	2.40%	28	2.93%
0621 SPANISH GARDEN	11	1.52%	4	0.55%
0713 WEST POINT	4	0.95%	5	1.18%
Surprise-Palm - Total	64	1.78%	73	2.03%
Surprise-Palo Verde				
0342 KENLY FARMS	26	1.57%	38	2.29%
0386 LUDDEN	29	2.38%	23	1.89%

Precinct	Registered Voters	Undervotes	Overvotes
0404 MARLEY PARK	3,409	109	1
Surprise-Palo Verde - Total	13,742	410	2
CITY BY DISTRICT - Total	81,230	3,497	8

Precinct	HALL, SKIP (NON)		Write-in		Total Votes
0404 MARLEY PARK	916	94.82%	50	5.18%	966
Surprise-Palo Verde - Total	3,677	95.68%	166	4.32%	3,843
CITY BY DISTRICT - Total	26,755	96.81%	881	3.19%	27,636

Precinct	NOT QUALIFIED Qualified Write In		PACKHAM, CHERYL Qualified Write In	
0404 MARLEY PARK	21	2.17%	29	3.00%
Surprise-Palo Verde - Total	76	1.98%	90	2.34%
CITY BY DISTRICT - Total	386	1.40%	495	1.79%

Surprise-Cottonwood-Councilmember (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

Precinct	Registered Voters	Undervotes	Overvotes
CITY			
Surprise			
0269 GRAND	4,831	451	3
0270 GRANITE FALLS	2,197	174	4
0351 LA SOLANA	4,398	369	6
0621 SPANISH GARDEN	784	47	0
0659 SURPRISE FARMS	1,680	72	0
0676 TRADITIONS	1,749	216	1
Surprise - Total	15,639	1,329	14
CITY - Total	15,639	1,329	14
CITY BY DISTRICT			
Surprise-Cottonwood			
0269 GRAND	4,831	451	3
0270 GRANITE FALLS	2,197	174	4
0351 LA SOLANA	4,398	369	6
0621 SPANISH GARDEN	784	47	0
0659 SURPRISE FARMS	1,680	72	0
0676 TRADITIONS	1,749	216	1
Surprise-Cottonwood - Total	15,639	1,329	14
CITY BY DISTRICT - Total	15,639	1,329	14

Precinct	CLINE, ALYSON "ALY" (NON)		FOUNTAIN, WENDELL (NON)	
CITY				
Surprise				
0269 GRAND	1,700	65.28%	896	34.41%
0270 GRANITE FALLS	640	57.71%	464	41.84%
0351 LA SOLANA	1,516	62.52%	903	37.24%
0621 SPANISH GARDEN	116	53.21%	100	45.87%
0659 SURPRISE FARMS	337	68.92%	149	30.47%
0676 TRADITIONS	598	68.81%	266	30.61%
Surprise - Total	4,907	63.61%	2,778	36.01%
CITY - Total	4,907	63.61%	2,778	36.01%
CITY BY DISTRICT				
Surprise-Cottonwood				
0269 GRAND	1,700	65.28%	896	34.41%
0270 GRANITE FALLS	640	57.71%	464	41.84%
0351 LA SOLANA	1,516	62.52%	903	37.24%
0621 SPANISH GARDEN	116	53.21%	100	45.87%
0659 SURPRISE FARMS	337	68.92%	149	30.47%
0676 TRADITIONS	598	68.81%	266	30.61%
Surprise-Cottonwood - Total	4,907	63.61%	2,778	36.01%
CITY BY DISTRICT - Total	4,907	63.61%	2,778	36.01%

Precinct	Write-in		Total Votes
CITY			
Surprise			
0269 GRAND	8	0.31%	2,604
0270 GRANITE FALLS	5	0.45%	1,109
0351 LA SOLANA	6	0.25%	2,425
0621 SPANISH GARDEN	2	0.92%	218
0659 SURPRISE FARMS	3	0.61%	489
0676 TRADITIONS	5	0.58%	869
Surprise - Total	29	0.38%	7,714
CITY - Total	29	0.38%	7,714
CITY BY DISTRICT			
Surprise-Cottonwood			
0269 GRAND	8	0.31%	2,604
0270 GRANITE FALLS	5	0.45%	1,109
0351 LA SOLANA	6	0.25%	2,425
0621 SPANISH GARDEN	2	0.92%	218
0659 SURPRISE FARMS	3	0.61%	489
0676 TRADITIONS	5	0.58%	869
Surprise-Cottonwood - Total	29	0.38%	7,714
CITY BY DISTRICT - Total	29	0.38%	7,714

Surprise-Mesquite-Councilmember (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

Precinct	Registered Voters	Undervotes	Overvotes
CITY			
Surprise			
0386 LUDDEN	907	33	1
0420 MESQUITE	6,733	154	1
0533 REEMS	7,015	193	2
Surprise - Total	14,655	380	4
CITY - Total	14,655	380	4
CITY BY DISTRICT			
Surprise-Mesquite			
0386 LUDDEN	907	33	1
0420 MESQUITE	6,733	154	1
0533 REEMS	7,015	193	2
Surprise-Mesquite - Total	14,655	380	4
CITY BY DISTRICT - Total	14,655	380	4

Precinct	DUFFY, PATRICK (NON)		NORBERG, GREG (NON)	
CITY				
Surprise				
0386 LUDDEN	179	62.59%	105	36.71%
0420 MESQUITE	1,455	65.78%	738	33.36%
0533 REEMS	1,559	71.03%	625	28.47%
Surprise - Total	3,193	68.04%	1,468	31.28%
CITY - Total	3,193	68.04%	1,468	31.28%
CITY BY DISTRICT				
Surprise-Mesquite				
0386 LUDDEN	179	62.59%	105	36.71%
0420 MESQUITE	1,455	65.78%	738	33.36%
0533 REEMS	1,559	71.03%	625	28.47%
Surprise-Mesquite - Total	3,193	68.04%	1,468	31.28%
CITY BY DISTRICT - Total	3,193	68.04%	1,468	31.28%

Precinct	Write-in		Total Votes
CITY			
Surprise			
0386 LUDDEN	2	0.70%	286
0420 MESQUITE	19	0.86%	2,212
0533 REEMS	11	0.50%	2,195
Surprise - Total	32	0.68%	4,693
CITY - Total	32	0.68%	4,693
CITY BY DISTRICT			
Surprise-Mesquite			
0386 LUDDEN	2	0.70%	286
0420 MESQUITE	19	0.86%	2,212
0533 REEMS	11	0.50%	2,195
Surprise-Mesquite - Total	32	0.68%	4,693
CITY BY DISTRICT - Total	32	0.68%	4,693

Surprise-Mulberry-Councilmember (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

Precinct	Registered Voters	Undervotes	Overvotes
CITY			
Surprise			
0150 COYOTE LAKES	2,386	116	0
0347 KODIAK	2	0	0
0658 SURPRISE	2,325	76	0
0713 WEST POINT	5,538	268	0
Surprise - Total	10,251	460	0
CITY - Total	10,251	460	0
CITY BY DISTRICT			
Surprise-Mulberry			
0150 COYOTE LAKES	2,386	116	0
0347 KODIAK	2	0	0
0658 SURPRISE	2,325	76	0
0713 WEST POINT	5,538	268	0
Surprise-Mulberry - Total	10,251	460	0
CITY BY DISTRICT - Total	10,251	460	0

Precinct	REMLEY, KEN (NON)		Write-in		Total Votes
CITY					
Surprise					
0150 COYOTE LAKES	788	99.37%	5	0.63%	793
0347 KODIAK	0		0		0
0658 SURPRISE	422	96.57%	15	3.43%	437
0713 WEST POINT	1,512	98.63%	21	1.37%	1,533
Surprise - Total	2,722	98.52%	41	1.48%	2,763
CITY - Total	2,722	98.52%	41	1.48%	2,763
CITY BY DISTRICT					
Surprise-Mulberry					
0150 COYOTE LAKES	788	99.37%	5	0.63%	793
0347 KODIAK	0		0		0
0658 SURPRISE	422	96.57%	15	3.43%	437
0713 WEST POINT	1,512	98.63%	21	1.37%	1,533
Surprise-Mulberry - Total	2,722	98.52%	41	1.48%	2,763
CITY BY DISTRICT - Total	2,722	98.52%	41	1.48%	2,763

Surprise-Palm-Councilmember-2yr (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

Precinct	Registered Voters	Undervotes	Overvotes
CITY			
Surprise			
0270 GRANITE FALLS	2,171	37	5
0386 LUDDEN	1,667	29	5
0483 PARADISE	1,605	29	0
0579 SARIVAL	3,171	60	2
0621 SPANISH GARDEN	1,421	55	0
0713 WEST POINT	1,330	40	1
Surprise - Total	11,365	250	13
CITY - Total	11,365	250	13
CITY BY DISTRICT			
Surprise-Palm			
0270 GRANITE FALLS	2,171	37	5
0386 LUDDEN	1,667	29	5
0483 PARADISE	1,605	29	0
0579 SARIVAL	3,171	60	2
0621 SPANISH GARDEN	1,421	55	0
0713 WEST POINT	1,330	40	1
Surprise-Palm - Total	11,365	250	13
CITY BY DISTRICT - Total	11,365	250	13

Precinct	HASTINGS, JACK (NON)		SANDERS, DAVID (NON)	
CITY				
Surprise				
0270 GRANITE FALLS	441	57.12%	310	40.16%
0386 LUDDEN	231	55.93%	168	40.68%
0483 PARADISE	252	59.86%	160	38.00%
0579 SARIVAL	628	61.75%	322	31.66%
0621 SPANISH GARDEN	412	55.01%	334	44.59%
0713 WEST POINT	272	61.12%	166	37.30%
Surprise - Total	2,236	58.58%	1,460	38.25%
CITY - Total	2,236	58.58%	1,460	38.25%
CITY BY DISTRICT				
Surprise-Palm				
0270 GRANITE FALLS	441	57.12%	310	40.16%
0386 LUDDEN	231	55.93%	168	40.68%
0483 PARADISE	252	59.86%	160	38.00%
0579 SARIVAL	628	61.75%	322	31.66%
0621 SPANISH GARDEN	412	55.01%	334	44.59%
0713 WEST POINT	272	61.12%	166	37.30%
Surprise-Palm - Total	2,236	58.58%	1,460	38.25%
CITY BY DISTRICT - Total	2,236	58.58%	1,460	38.25%

Precinct	Write-in		Total Votes	HENDERSON, KAWIKA Qualified Write In		NOT QUALIFIED Qualified Write In	
CITY							
Surprise							
0270 GRANITE FALLS	21	2.72%	772	20	2.59%	1	0.13%
0386 LUDDEN	14	3.39%	413	13	3.15%	1	0.24%
0483 PARADISE	9	2.14%	421	9	2.14%	0	0.00%
0579 SARIVAL	67	6.59%	1,017	63	6.19%	4	0.39%
0621 SPANISH GARDEN	3	0.40%	749	1	0.13%	2	0.27%
0713 WEST POINT	7	1.57%	445	6	1.35%	1	0.22%
Surprise - Total	121	3.17%	3,817	112	2.93%	9	0.24%
CITY - Total	121	3.17%	3,817	112	2.93%	9	0.24%
CITY BY DISTRICT							
Surprise-Palm							
0270 GRANITE FALLS	21	2.72%	772	20	2.59%	1	0.13%
0386 LUDDEN	14	3.39%	413	13	3.15%	1	0.24%
0483 PARADISE	9	2.14%	421	9	2.14%	0	0.00%
0579 SARIVAL	67	6.59%	1,017	63	6.19%	4	0.39%
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0713 WEST POINT	7	1.57%	445	6	1.35%	1	0.22%
Surprise-Palm - Total	121	3.17%	3,817	112	2.93%	9	0.24%
CITY BY DISTRICT - Total	121	3.17%	3,817	112	2.93%	9	0.24%

FINAL OFFICIAL RESULTS
Primary Election
Maricopa County
August 4, 2020

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
REP	EARLY VOTE	17,421	17,421		52.09%
	ELECTION DAY	1,075	1,075		3.21%
	PROVISIONAL	21	21		0.06%
	Total	18,517	18,517	33,441	55.37%
DEM	EARLY VOTE	11,741	11,741		57.49%
	ELECTION DAY	296	296		1.45%
	PROVISIONAL	3	3		0.01%
	Total	12,040	12,040	20,421	58.96%
LBT	EARLY VOTE	65	65		11.63%
	ELECTION DAY	4	4		0.72%
	PROVISIONAL	0	0		0.00%
	Total	69	69	559	12.34%
NON	EARLY VOTE	469	469		1.75%
	ELECTION DAY	46	46		0.17%
	PROVISIONAL	0	0		0.00%
	Total	515	515	26,809	1.92%
Total	EARLY VOTE	29,696	29,696		36.56%
	ELECTION DAY	1,421	1,421		1.75%
	PROVISIONAL	24	24		0.03%
	Total	31,141	31,141	81,230	38.34%

Registered Voters: 31,141 of 81,230 (38.34%)

Ballots Cast: 31,141

Surprise-Mayor (Vote for 1)

	Total	
Times Cast	31,141 / 81,230	38.34%
Undervotes	3,497	
Overvotes	8	

Candidate	Total	
HALL, SKIP	26,755	96.81%
Write-in	881	3.19%
Total Votes	27,636	

		Total	
PACKHAM, CHERYL	WRITE-IN	495	1.79%
NOT QUALIFIED	WRITE-IN	386	1.40%

Surprise-Cottonwood-Councilmember (Vote for 1)

	Total	
Times Cast	9,057 / 15,639	57.91%
Undervotes	1,329	
Overvotes	14	

Candidate	Total	
CLINE, ALYSON "ALY"	4,907	63.61%
FOUNTAIN, WENDELL	2,778	36.01%
Write-in	29	0.38%
Total Votes	7,714	

		Total

Surprise-Mesquite-Councilmember (Vote for 1)

	Total	
Times Cast	5,077 / 14,655	34.64%
Undervotes	380	
Overvotes	4	

Candidate	Total	
DUFFY, PATRICK	3,193	68.04%
NORBERG, GREG	1,468	31.28%
Write-in	32	0.68%
Total Votes	4,693	

		Total

Surprise-Mulberry-Councilmember (Vote for 1)

	Total	
Times Cast	3,223 / 10,251	31.44%
Undervotes	460	
Overvotes	0	

Candidate	Total	
REMLEY, KEN	2,722	98.52%
Write-in	41	1.48%
Total Votes	2,763	

		Total

Surprise-Palm-Councilmember-2yr (Vote for 1)

	Total	
Times Cast	4,080 / 11,365	35.90%
Undervotes	250	
Overvotes	13	

Candidate	Total	
HASTINGS, JACK	2,236	58.58%
SANDERS, DAVID	1,460	38.25%
Write-in	121	3.17%
Total Votes	3,817	

		Total	
HENDERSON, KAWIKA	WRITE-IN	112	2.93%
NOT QUALIFIED	WRITE-IN	9	0.24%

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020

Contact Person: Robert Wingo, CITY ATTORNEY

Submitting Department: Legal

District: Internal

Staff Recommendations: None

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

Agenda Wording:

Consideration and action authorizing the City Attorney, or his designees, to take any and all actions necessary, including but not limited to initiating litigation, to collect moneys owed by AMR to the City of Surprise.

Motion:

I move to authorize the City Attorney, or his designees, to take any and all actions necessary, including but not limited to initiating litigation, to collect moneys owed to Surprise by AMR.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020

Contact Person: Robert Wingo, CITY ATTORNEY

Submitting Department: Legal

District: Internal

Staff Recommendations: None

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

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 dispatch fees owed by AMR to the City of Surprise 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:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 18, 2020

Contact Person: Robert Wingo, CITY ATTORNEY

Submitting Department: Legal

District: Internal

Staff Recommendations: None

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

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: