



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, October 20, 2020 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

AZ Cities and Towns Week - October 18-24

E. City Manager Report

F. City Clerk Report

G. Call To The Public

NOTICE: In an effort to protect health and safety of city employees, residents, and visitors, the Council Chambers will be partially open to the public with limited seating. 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/3k2NIV1>

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|---|--------------------------------------|
| 1. | Citywide | Consideration and action on the minutes of Regular City Council Work Session and Regular City Council Meeting of October 6, 2020. | None
Sherry Aguilar
City Clerk |
| 2. | District 4 | Consideration and action to approve a Series 10 - Beer and Wine liquor license request by Victoria Conner/Agent for Infinity Floral Designs, LLC, located at 12801 W. Bell Road, #107, Surprise, AZ. 85378. | None
Sherry Aguilar
City Clerk |
| 3. | Internal | Consideration and action to approve the 2021 Council Work Session and Regular Meeting schedule. | None
Sherry Aguilar
City Clerk |

4.	District 1	Consideration and action pertaining to the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 1A.2", generally located south of the intersection of Rio Rancho Blvd. and Hobby Horse Drive; Case FS18-523.	None Hobart Wingard Community Development
5.	District 1	Consideration and action pertaining to the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 3A", generally located on the northwest corner of 185th Drive and Swayback Pass; Case FS18-662.	None Hobart Wingard Community Development
6.	District 1	Consideration and action pertaining to the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 3B", generally located southwest of the intersection of Grand Avenue and Frontier Drive; Case FS18-661.	None Hobart Wingard Community Development
7.	District 3	RESERVED	None
8.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Final Plat Escalante – Parcel 6", generally located north of Asante Boulevard and west of 155th Avenue; Case FS19-724.	Community Development None Sergio Angulo Community Development
9.	District 1	Consideration and action pertaining to acceptance of a Warranty Deed from Brookfield Holdings (Mercado) LLC for public right of way for roadway and utility purposes.	Lloyd Abrams Community Development
10.	District 1	Consideration and action pertaining to acceptance of the Austin Ranch Turnover and Shortfall Agreement, and Release and Covenant Not To Sue; Resolution # 2020-137	None Lee Lambert Water Resource Management
11.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$425,000 from the Grants Fund to project A34100 for the purpose of re-establishing the Type 3 urban interface vehicle project; Resolution # 2020-134.	None Tom Abbott Fire - Medical
12.	District 1	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$292, 200 from Wastewater Operations Fund contingency and \$20, 600 from WRM Wastewater Operations Fund Unforeseen Expense to the Wastewater Operations Fund services, and Contract Awarding Authority list; Resolution # 2020-138.	None Lee Lambert Water Resource Management

- | | | | |
|-----|------------|---|---|
| 13. | District 1 | Consideration and action pertaining to approval of a First Amendment to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement; Resolution # 2020-139. | Lee Lambert
Water Resource
Management |
| 14. | District 3 | Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements for Toll at Prasada Ph1 Onsite Infrastructure, generally located at West Cactus Road and North Magnolia Drive; Resolution # 2020-130. | None

Mike Gent
Public Works |
| 15. | District 1 | Consideration and action pertaining to the conditional acceptance of certain streets and public utility improvements at Escalante Verdugo 163rd Avenue, generally located at North 163rd Avenue and West Pinnacle Peak Road; Resolution # 2020-131. | None

Mike Gent
Public Works |
| 16. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$40,000 within the Grants Fund from Contingency to Project G31223 for training and equipment and for the acceptance of a grant award from the Arizona Department of Homeland Security; Resolution # 2020-129. | None

Terry Young
Police |
| 17. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$1,500 from Contingency within the Grants Fund to Project G31056 and acceptance of the FY20 Walmart Emergency Assistance Program Grant; Resolution # 2020-128. | Christine DeSanti
Police |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|-----|------------|--|--|
| 18. | District 6 | Consideration and action pertaining to approval of a Major Planned Area Development (PAD) Amendment for Marley Park Phase 4 & 5 Parcel 2, generally located at the northeast corner of Bullard and Sweetwater; Ordinance # 2020-28. | None

Shirley Phan
Community
Development |
| 19. | District 6 | Consideration and action pertaining to approval of the Preliminary Plat entitled, "Marley Park Phase 4 & 5 - Parcel 2", dated August 26, 2020, an approximately 31 acre property generally located at the northeast corner of Bullard and Sweetwater. | None

Shirley Phan
Community
Development |
| 20. | District 1 | Consideration and action pertaining to the approval of a rezone of 39.75 acres from Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) amending development standards and limiting residential density to 5.53 dwelling units per acre for Ellen Ranch; Ordinance #2020-30. | ROB KUHFUSS
Community
Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|--|--|
| 21. | Citywide | Consideration and action pertaining to approval of an amendment to the Surprise Municipal Code, Chapter 3, Article I, Section 3-4 - <i>Equal Employment Opportunity</i> ; Section 3-15 - <i>Categories of employment</i> ; and Article VII, Section 3-71 - <i>Eligible employee groups</i> ; Ordinance #2020-29. | None

Lisa Angelini
Human Resources |
| 22. | Internal | Consideration and action pertaining to an amendment to the Surprise Municipal Code, Sections 2-297 and 298, pertaining to televising the Veterans, Disability, and Human Services Commission and Public Safety Personnel Retirement System Local Boards regular meetings; Ordinance # 2020-35. | Mayor and Council |
- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

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

POSTED:October 15, 2020 at 12:10 PM

Amended documents for item #20 October 19, 2020 at 10: 15 AM

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: October 20, 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: October 20, 2020
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

AZ Cities and Towns Week - October 18-24

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 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:

General Election Update

Motion:

No action requested.

Background:

General Election informational update.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 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 Regular City Council Work Session and Regular City Council Meeting of October 6, 2020.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. work session
 2. Reg Minutes
-

CITY OF SURPRISE
Regular City Council Work Session
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, October 6, 2020 @ 4:00PM

- **Call To Order**

- **Roll Call**

- Mayor Hall called to order the Regular City Council Work Session of October 6, 2020 at 4:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Judd, Council Members; Winters, Hayden, Duffy, Sanders and Remley.

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

- **Pledge of Allegiance**

- **REGULAR AGENDA ITEM - NON-PUBLIC HEARING:**

- **1. Presentation and discussion pertaining to Community Facilities Districts and the Surprise CFD Policy - NO ACTION**

- Andrea Davis, Finance Director and Attorney Ellen Van Riper gave a powerpoint presentation pertaining to Community Facilities District and the Surprise CFD Policy.

Vice-Mayor Judd asked that if the City denied forming a CFD, can the developer take us to court? Attorney VanRiper commented, yes they can always take you to court, however there are guidelines created and are in place to follow and that is part of the process included in the Surprise CFD Policy.

Council questions included finance mechanism, current laws governing CFD's, developer responsibilities including

infrastructure, financing, etc.,

Ellen VanRiper continued discussion for other development options including buy-in agreements as an option as well as plans for public input.

- **Call To The Public**
- **Regular City Council Work Session Agenda**
- **2. Presentation and discussion regarding residential development standards and narrow lot subdivisions as part of the development code update - NO ACTION**

- City Planner, Joshua Mike gave a powerpoint presentation regarding residential development standards and narrow lot subdivisions as part of the development code update.

Council questions included clarification on design setbacks, lot sizes, lot diversity, planned unit development overlay (PUD) process, closeness of homes, has this been coordinated with the fire departments, etc.

- **3. Presentation and discussion pertaining to proposed amendments to Surprise Municipal Code Chapter 105, Article II, Division 1, Section 105-19 as it pertains to the 2018 International Fire Code, Chapters 5, 9, and 12 - NO ACTION**

- Asst. Fire Chief, Keith Tanner gave a powerpoint presentation regarding proposed amendments to Surprise Municipal Code Chapter 105, Article II, Division 1, Section 105-19 as it pertains to the 2018 International Fire Code, Chapters 5, 9, and 12.

Mr. Tanner commented that there will be a 60 days public input process and notices will be provided on the City's website and social media postings.

- **Executive Session**
- **Adjournment**

- Councilmember Winters made the motion to adjourn the Regular Council Work Session at 5:44 p.m. Councilmember Hayden seconded the motion. Seven yes votes.

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, October 6, 2020.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, October 6, 2020 @ 6:00PM

• Call To Order

- Mayor Hall called to order the Regular City Council Meeting of October 6, 2020 at 6:04 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Members; Duffy, Hayden, Judd and Sanders and Remley.

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

• Invocation

- Led by Steve Pleasants

• Roll Call

• Pledge of Allegiance

• Proclamation and Community Acknowledgements

• 1. Domestic Violence Awareness Month Proclamation

- Mayor Hall read the proclamation aloud and presented the proclamation to the SoJourney Center, Brianda Aguayo and Rosa Mireles.

• City Manager Report

• 1. Reports

• City Clerk Report

• 1. Reports

- **General Elections Update** - City Clerk, Sherry Ann Aguilar gave a brief powerpoint report on the Upcoming 2020 General Election and the start of Early Voting sites, election day polling sites and ballot drop off locations. Ms. Aguilar also reported that a Judge ruled to extend the Voter Registration cut-off date to October 23, 2020.
- **Call To The Public**
- **Regular City Council Meeting Agenda**
- **CONSENT AGENDA:**
- **2. Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of September 15, 2020 and the Executive Session of September 1, 2020 - APPROVED.**

- Item #9 was removed from the Consent Agenda by Councilmembers Sanders.

Vice-Mayor Judd made the motion to approve the Consent Agenda minus #9. Councilmember Duffy seconded the motion. 7 yes votes. Motion carried.

- **3. Consideration and action to move the Regular Work Session and Regular Council Meeting scheduled for Tuesday, November 3rd, 2020 to Monday, November 2nd, 2020 due to the General Election - APPROVED.**
- **4. Consideration and action to approve a Liquor License request by David Anthony Monohan (Agent) for a Series 12 (Restaurant - New License) for Irish Wolfhound Restaurant and Pub located at 16811 N. Litchfield Road, #102 - 104, Surprise, AZ 85374 - APPROVED.**
- **5. Consideration and action pertaining to approval of an intergovernmental agreement (IGA) between the City of Surprise and the Buckeye Valley Fire District for sharing fire-medical record software; Resolution # 2020-108 - APPROVED.**
- **6. Consideration and action pertaining to acceptance of a grant from the Arizona State Department of Forestry and Fire Management (G71011), acceptance of proposed amendment to**

the terms of existing Arizona Department of Water Resources Water Management Assistance Program grant (G71010) and approval of an amendment to the Fiscal Year 2021 Budget by reallocating appropriations of \$15,000 from Project G71010 to Project G71011, to account for the match required by accepting the Arizona Department of Forestry and Fire Management Community Challenge Grant (G71011) in the amount of \$15,000; Resolution #2020-125 - APPROVED.

- **7. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$95,000 within the Grants Fund and authorizing acceptance of a subrecipient grant award from the Maricopa County Sheriffs Department for overtime reimbursement for Surprise officers/investigators; Resolution # 2020-111 - APPROVED.**
- **8. Consideration and action pertaining to an amendment to the 2020 Intergovernmental Agreement (IGA) with the Arizona Department of Homeland Security by extending the IGA for a period of twelve months; Resolution # 2020-118 - APPROVED.**
- **9. Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$693,900 associated with the Police Training Center Project P31020 to the Public Safety Evidence Readiness Center (PSERC) project budget P31030, Resolution # 2020-124 - CONTINUED TO NOVEMBER 2, 2020**
- **10. Consideration and action pertaining to the conditional acceptance of certain street and public utility improvements at Austin Ranch East Phase 2 Parcels 9, 10 & 11, generally located at W. Pinnacle Peak Road and N. Citrus Road; Resolution # 2020-121 - APPROVED.**

- Councilmember Sanders made the motion to continue this item to the November 2nd, 2020 Regular Council Meeting at the request of staff. Vice-Mayor Judd seconded the motion. 7 yes votes. Motion carried to move this item to November 2, 2020.

- **11. Consideration and action pertaining to the conditional acceptance of street and public utility improvements at Tractor**

Supply – Surprise, generally located at N. Cotton Lane and W. Custer Lane. Resolution # 2020-123 - APPROVED.

- **12. Consideration and action declaring the City's intent to enlarge and enlarging an existing lighting improvement district known as, "SU-Rio Rancho Estates 179" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2020-116 - APPROVED.**
- **13. Consideration and action pertaining to approval of the Final Plat entitled, "The Northwest Corner of Peoria Avenue & Reems Road" dated April 24, 2020, an approximately 37.50 acre real property located on the northwest corner of Peoria Avenue and Reems Road within the Greer Ranch Planned Area Development ("PAD"); Case FS20-108 - APPROVED.**
- **14. Consideration and action pertaining to the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 1A.1" dated July 30, 2020, an approximately 28.70 acre real property generally located on the northwest corner of Happy Valley Road and 183rd Avenue; Case FS18-518 - APPROVED.**
- **15. Consideration and action pertaining to the approval of the Map of Dedication entitled, "Project Baxter" dated July 8, 2020, generally located on the northeast corner of Litchfield Road and Sweetwater Avenue; Case FS20-300 - APPROVED.**
- **16. Consideration and action pertaining to acceptance of a Drainage Easement from Pensco Trust Company, LLC for roadway improvements along Happy Valley Road, near 147th avenue - APPROVED.**
- **17. Consideration and action pertaining to acceptance of a Quit Claim Deed from David and Lisa Staley for public rights-of-way along Dale Lane near 158th avenue - APPROVED.**
- **18. Consideration and action pertaining to acceptance of a Dedication of Public Right-of-Way from The Gerald L Schneerer and Linda M Schneerer Living Trust along 163rd Avenue north of Jomax Road - APPROVED.**
- **19. Consideration and action pertaining to acceptance of a Warranty Deed from Ace PSP, L.L.C. for public right of way for**

roadway and utility purposes at 163rd Avenue north of Happy Valley Road - APPROVED.

- 20. Consideration and action pertaining to the approval of the Re-Plat entitled, “Amended Replat of Lot 3, ‘Replat of Lot 3, Prasada Phase 1B North’” dated June 11, 2020, an approximately 120.288 acre real property generally located south of Waddell Road and east of Loop 303; Case FS20-077 - APPROVED.

- **REGULAR AGENDA ITEM - PUBLIC HEARING:**

- 21. Consideration and action pertaining to approval a Zoning Text Amendment to regulate municipal towers; Ordinance #2020-16 – APPROVED

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

No public comments were made.

Vice Mayor Judd made the motion to approve Ordinance 2020-25. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

- **REGULAR AGENDA ITEM - NON-PUBLIC HEARING:**

- 22. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article VII, Section 2-269, Notice of Official Possession of unclaimed property, by allowing publication on the official City website or social media account, as an alternative to newspaper publication; Ordinance # 2020-25 - APPROVED

- 23. Consideration and action pertaining to the Surprise Community Outreach Program (SCOP) funding recommendations for Fiscal Year 2021, by the Council Subcommittee on Community Outreach, Partnerships, and Grants - APPROVED

-

- Intergov., Jodi Tas gave a powerpoint presentation on this item. Vice-Mayor Judd led the committee to review all of the applications presented for consideration. Vice-Mayor Judd commented that he has a conflict since he is a member of the Rotary Club, that he will be abstaining from voting on this item.

Councilmember Sanders made the motion to approve the recommendations as presented. Councilmember Hayden seconded the motion. 6 yes votes, 1 abstained (VM Judd). Motion carried.

- **24. Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$9,537,400 and amending the FY2021 Contract Awarding Authority List; Resolution #2020-126 - APPROVED**

- Assistant Finance Director, Holly Osborn and Finance Director, Andrea Davis gave a powerpoint presentation on this item.

Council questions included the City's budget availability, projected revenues for the fiscal year and necessity of requested items.

Council Member Sanders commented on overall minimal savings at the end of the fiscal year. Do you see us running into an issue that we may not be able to provide the services.

Council Member Remley commented on the Pre-COVID slide and revenue projections.

Councilmember Winters made the motion to approve Resolution #2020-126 as presented. Councilmember Sanders seconded the motion. 7 yes votes. Motion carried.

- **25. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article 2, Division 1, Section 2-21, setting the date of the oath of office for certain elected officials; Ordinance # 2020-31 - APPROVED**

- City Attorney Wingo gave a brief report on this item.

No public or Council comments were made.

Councilmember Winters made the motion to approve Ordinance # 2020-31 as presented. Councilmember Hayden seconded the motion. 7 yes votes. Motion carried.

- **26. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 3, Article IV, Section 3-41(D), Personnel Appeals Board Composition and Quorum; Ordinance # 2020-34 - APPROVED**

- HR Director, Lisa Angelini gave a brief report on Ordinance No. 2020-34. No public comments or Council questions.

Councilmember Remley made the motion to approve Ordinance # 2020-34 as presented. Councilmember Hayden seconded the motion. 7 yes votes. Motion carried.

- **27. Consideration and action pertaining to City Council support of the implementation of a Temporary Extension of Premises Permit process for local restaurants by Executive Order of the Mayor - APPROVED**

- Assistant Community Development Director, Tiffany Copp gave a brief report on this item.

Council Member Sanders thanked staff and Council for considering this item. We are very pro business in Surprise.

Councilmember Sanders made the motion to approve an action pertaining to City Council support of the implementation of a Temporary Extension of Premises Permit process for local

restaurants by Executive Order of the Mayor. Councilmember Winters seconded the motion. 7 yes votes. Motion carried.

- **Other Business and Future Agenda Items**

- Vice-Mayor Judd ask that an item come back to Council to discuss the possibility of adding another park to Surprise. Seconded by Councilmember Sanders.

Mayor Hall asked for an item to memorialize televising the Public Safety Retirement System Board and Veterans, Disability and Human Services Meetings.

- **City Council Reports:**

- Mayor and Council reported on and/or attended the following:

Councilmember Hayden reported that she has attended several meetings by ZOOM and thanked staff for making the arrangements to stay safe in our current environment.

Councilmember Winters - No report.

Vice-Mayor Judd reported that there will be a 2nd Meet & Greet Saturday, October 17th at Spencers Place.

Councilmember Duffy - No report.

Councilmember Remley reported that groundbreaking has taken place at the new Gaines Park location. Also, commented that the Bi-Centennial Park in the OTS is also complete and the field is currently being used. Encouraged everyone to stop by and take a look.

Councilmember Sanders reported that he attended the Surprise Youth Council Meeting by ZOOM on September 23rd. Very impressed with the process. He also encouraged small businesses in Surprise to take advantage of grant funding that is available through October 16th.

Mayor Hall commented that Water Heroes Day was celebrated on September 23rd. He gave special thanks to Amy Peterson and

Jennifer Davidson for their presentation on Water Conservation at the WESTMARC Meeting. Mayor Hall also encouraged residents to sign up for the Volunteer Day of Service taking place on October 10th.

- **Executive Session**

- **Adjournment**

- Vice Mayor Judd made the motion to adjourn the Regular City Council Meeting of October 6, 2020 at 7:43 PM. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, October 6, 2020**.

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 4

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

Agenda Wording:

Consideration and action to approve a Series 10 - Beer and Wine liquor license request by Victoria Conner/Agent for Infinity Floral Designs, LLC, located at 12801 W. Bell Road, #107, Surprise, AZ. 85378.

Motion:

I move to approve a Series 10 - Beer and Wine liquor license request by Victoria Conner/Agent for Infinity Floral Designs, LLC, located at 12801 W. Bell Road, #107, Surprise, AZ. 85378.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. infinity floral
2. Infinity Floral Design - Series 10
3. INFINITY FLORAL DESIGNS LL MAP
4. INFINITY FLORAL DESIGNS OCTOBER 2020 Report
5. Infinity Floral Designs_Memo to Clerk_20200921
6. Fire Report Infinity Floral Designs Liquor License

State of Arizona
Department of Liquor Licenses and Control

Created 09/18/2020 @ 01:59:32 PM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	INFINITY FLORAL DESIGNS	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	12801 W BELL ROAD #107 SURPRISE, AZ 85378 USA	
Mailing Address:	12801 W BELL ROAD #107 SURPRISE, AZ 85378 USA	
Phone:	(623)404-3200	
Alt. Phone:	(623)241-0504	
Email:	VICTORIA@INFINITYDESIGNLLC.COM	

AGENT

Name:	VICTORIA CONNER
Gender:	Female
Correspondence Address:	12801 W BELL ROAD #107 SURPRISE, AZ 85378 USA
Phone:	(623)241-0504
Alt. Phone:	
Email:	VICTORIA@INFINITYDESIGNLLC.COM

OWNER

Name: INFINITY DESIGN GROUP LLC
Contact Name: VICTORIA CONNER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L15791158 State of Incorporation: AZ
Incorporation Date: 02/05/2010
Correspondence Address: 12801 W BELL ROAD
#107
SURPRISE, AZ 85378
USA
Phone: (623)241-0504
Alt. Phone:
Email: VICTORIA@INFINITYDESIGNLLC.COM

Officers / Stockholders

Name:	Title:	% Interest:
VICTORIA CONNER	MEMBER/MGR	95.00

INFINITY DESIGN GROUP LLC - MEMBER/MGR

Name: VICTORIA CONNER
Gender: Female
Correspondence Address: 12801 W BELL ROAD
#107
SURPRISE, AZ 85378
USA
Phone: (623)241-0504
Alt. Phone:
Email: VICTORIA@INFINITYDESIGNLLC.COM

APPLICATION INFORMATION

Application Number: 120469
Application Type: New Application
Created Date: 09/18/2020 Cynthia

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)
ARIZONA CHARTER ACADEMY 16025 N DYSART SURPRISE AZ 85374
1.3 MILES

KINGDOM HALL OF JEHOVAH'S WITNESSES 13016 W ELM ST SURPRISE AZ 85378
0.6 MILES -3168 FEET
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$60,000

SBA 409 3RD ST SW WASHINGTON DC 20416
- 7) Is there a drive through window on the premises?
No
- 8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

DATE: September 29, 2020

Job Number- 120469

Series #10 – Beer and Wine Store / New License

APPLICANT:

Infinity Floral Designs

12801 W. Bell Road #107

Surprise, Arizona 85378

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***

Infinity Floral Designs is a full-service floral store in the Crossroads Shopping Plaza and has been in existence at this location for approximately four years. The market is open to anyone in Surprise and the northwest valley who may want to come in and pick up an item or receive a delivery. Infinity Floral Design is seeking this license at this time in hopes of being able to take advantage of the upcoming holiday season.

- 2) ***Effect of vehicular traffic in close proximity.***

The location of the store is in the established plaza on the south side of Bell, between Dysart and El Mirage Roads. There are multiple ingress/egress locations off of Bell Road, including a traffic signal at Crossroads Plaza. There should be no altering effect on traffic resulting from the liquor license requested at this location.

- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***

There have not been any calls for services at Infinity Floral Designs.

- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***

Infinity Floral Designs hours of operation regularly are Monday through Saturday, from 10 AM to 4:30 PM and closed on Sundays. There are a wide variety of businesses in this retail plaza, with the anchor store being a 99 Cent store (Series #10), which happens to close at 9 PM every day. Other retailers that have liquor licenses in this plaza are Runner's Sports Bar (Series #6), which closes at 2 AM every day. Portofino Restaurant (Series #12) is open every day except Mondays and closes by 8 PM during the week and by 8:30 PM on Friday and Saturday nights. Peter Piper Pizza (Series #12) is open until 9 PM throughout the week and until 10 PM on Friday and Saturday nights. Most other retailers close by early evening, with the exception of Big 5 Sporting Goods, which is open every day and closes between 7:30 PM and 8:30 PM, depending on the day of the week.

- 5) ***Appropriateness of series license requested.***

This license request is for the ability to sell gift baskets that contain wine for off sight consumption. This license request appears appropriate for this type of business.

Submitted by Officer C. E. Tovar #2059

INFINITY FLORAL DESIGNS

CR, C-3

UINCORPORATED MARICOPA
COUNTY

BELL ROAD

CR-PUD

IP, I-1

DYSART
ROAD

CR, C-3

ELM ST.

SITE

SHD-CO

GREASEWOOD
STREET

NASH
ST.

COTTONWOOD ST.

SHD-CO

SHD-RO

PAD - WEST POINT
TOWN CENTER

SHD-CC

PARADISE LANE

GRAND
AVE



COMMUNITY DEVELOPMENT DEPARTMENT

Date: October 5, 2020
To: Sherry Aguilar, City Clerk
From: Chris Boyd, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Victoria Conner, Agent
INFINITY FLORAL DESIGNS
12801 W. Bell Road, #107
Surprise, Arizona 85378**

SERIES 10 – BEER AND WINE STORE – NEW LICENSE – JOB # 120469

The number and series of licenses in close proximity to the subject site are:

1. Qwik Stop (Series 10) – 16551 N. Dysart Rd. #123
2. Las Cazuelas Restaurant (Series 12) – 16551 N. Dysart Rd. #101
3. Peter Piper Pizza #1291 (Series 12) – 12851 W Bell Rd. #20
4. Portofina West Ristorante (Series 12) – 12851 W. Bell Rd. #15
5. 99 Cents Only Store #161 (Series 10) – 12801 W. Bell Rd.
6. Runners Sports Bar (Series 6) – 12751 W. Bell Rd. #117
7. Bayrischer Hof Restaurant (Series 12) – 12535 W. Bell Rd.(Expired)
8. Lou's Tivoli Gardens (Series 12) – 12555 W. Bell Rd.
9. Bert's Bistro and Bookstore (Series 12) – 16752 N. Greasewood St.
10. Surprise AZ Aerie #4534 FOE (Series 14) – 12425 W. Bell Rd.
11. Desert Palms Restaurant (Series 12) – 12425 W. Bell Rd. (Expired)

The immediate area is comprised of commercial establishments. The property is zoned SHD-CO which is consistent with the proposed use.

Commercial and residential growth is expected to remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.



MEMO

Date: 10/8/2020

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Accounting Support Specialist

RE: Liquor License Application – Infinity Floral Designs

Business License Status:

License/Account ID #1021119, current and valid for 2020.



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



October 12, 2020

To: Sherry Ann Aguilar, City Clerk
From: Keith Tanner, Fire Marshal
Subject: Liquor License Application
Applicant: Infinity Floral Designs
12801 W Bell Road, #107

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location within the last 12 months to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

Therefore fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner
Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action to approve the 2021 Council Work Session and Regular Meeting schedule.

Motion:

I move to approve the 2021 Council Work Session and Regular Meeting schedule

Background:

This document is used to prepare for upcoming Council Work Sessions and Regular Council Meetings for the entire year and is subject to change.

Objective Analysis:

Policy Compliant:

Yes

Financial Impact:

None

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. CIVICCLERK TIMELINE 2021 updated
-

CIVICCLERK TIMELINE

JANUARY 2021 THROUGH DECEMBER 2021

COUNCIL WORK SESSION/REGULAR MEETING DATES:	ITEMS DUE INTO WORKFLOW (15 days prior to meeting)	AGENDA CALL MEETING DATES (14 days prior to meeting)
TUESDAY, JANUARY 5, 2021	MONDAY, DECEMBER 21, 2020	TUESDAY, DECEMBER 22, 2020
TUESDAY, JANUARY 19, 2021	MONDAY, JANUARY 4, 2021	TUESDAY, JANUARY 5, 2021
TUESDAY, FEBRUARY 2, 2021	MONDAY, JANUARY 18, 2021 (FALLS ON MARTIN LUTHER KING DAY)	TUESDAY, JANUARY 19, 2021
TUESDAY, FEBRUARY 16, 2021	MONDAY, FEBRUARY 1, 2021	TUESDAY, FEBRUARY 2, 2021
TUESDAY, MARCH 2, 2021	MONDAY, FEBRUARY 15, 2021 (FALLS ON PRESIDENT'S DAY)	TUESDAY, FEBRUARY 16, 2021
TUESDAY, MARCH 16, 2021	MONDAY, MARCH 1, 2021	TUESDAY, MARCH 2, 2021
TUESDAY, APRIL 6, 2021	MONDAY, MARCH 22, 2021	TUESDAY, MARCH 23, 2021
TUESDAY, APRIL 20, 2021	MONDAY, APRIL 5, 2021	TUESDAY, APRIL 6, 2021
TUESDAY, MAY 4, 2021	MONDAY, APRIL 19, 2021	TUESDAY, APRIL 20, 2021
TUESDAY, MAY 18, 2021	MONDAY, MAY 3, 2021	TUESDAY, MAY 4, 2021
TUESDAY, JUNE 1, 2021	MONDAY, MAY 17, 2021	TUESDAY, MAY 18, 2021
TUESDAY, JUNE 15, 2021	MONDAY, MAY 31, 2021	TUESDAY, JUNE 1, 2021
NO MEETINGS IN JULY 2021	SUMMER BREAK	
TUESDAY, AUGUST 3, 2021	NO MEETING	NO MEETING
TUESDAY, AUGUST 17, 2021	MONDAY, AUGUST 2, 2021	TUESDAY, AUGUST 3, 2021

COUNCIL WORK SESSION/REGULAR MEETING DATES:	ITEMS DUE INTO WORKFLOW (15 days prior to meeting)	AGENDA CALL MEETING DATES (14 days prior to meeting)
TUESDAY, SEPTEMBER 7, 2021 MONDAY, SEPT 6 TH IS LABOR DAY)	MONDAY, AUGUST 23, 2021	TUESDAY, AUGUST 24, 2021
TUESDAY, SEPTEMBER 21, 2021	MONDAY, SEPTEMBER 6, 2021 (FALLS ON LABOR DAY)	TUESDAY, SEPTEMBER 7, 2021
TUESDAY, OCTOBER 5, 2021	MONDAY, SEPTEMBER 20, 2021	TUESDAY, SEPTEMBER 21, 2021
TUESDAY, OCTOBER 19, 2021	MONDAY, OCTOBER 4, 2021	TUESDAY, OCTOBER 5, 2021
TUESDAY, NOVEMBER 2, 2021	MONDAY, OCTOBER 18, 2021	TUESDAY, OCTOBER 19, 2021
TUESDAY, NOVEMBER 16, 2021	MONDAY, NOVEMBER 1, 2021	TUESDAY, NOVEMBER 2, 2021
TUESDAY, DECEMBER 7, 2021	MONDAY, NOVEMBER 22, 2021	TUESDAY, NOVEMBER 23, 2021
TUESDAY, DECEMBER 21, 2021	MONDAY, DECEMBER 6, 2021	TUESDAY, DECEMBER 7, 2021

JANUARY 2022

TUESDAY, JANUARY 4, 2022	MONDAY, DECEMBER 20, 2021	TUESDAY, DECEMBER 21, 2021
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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 2020 Contact Person: Hobart Wingard, PLANNER II
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 the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 1A.2", generally located south of the intersection of Rio Rancho Blvd. and Hobby Horse Drive; Case FS18-523.

Motion:

I move to approve the Final Plat entitled, "Rio Rancho Estates, Parcel 1A.2."

Background:

Goodwin and Marshall, Inc., on behalf of Forestar USA Real Estate Group, Inc., seeks approval of a Final Plat for a 62-lot single-family residential subdivision in Parcel 1A.2 of the Rio Rancho Estates PUD.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The requested Final Plat is consistent with the Rio Rancho Estates PUD 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 - FS18-523 - Rio Rancho 1A.2 FP - CC Staff Report - 102020
 2. 01 - FS18-523 - Rio Rancho 1A.2 FP - Vicinity Map - 102020
 3. 02 - FS18-523 - Rio Rancho 1A.2 FP - Case Map - 102020
 4. 03 - FS18-523 - Rio Rancho 1A.2 FP - Plat - 102020
 5. 04 - FS18-523 - Rio Rancho 1A.2 FP - Landscape - 102020
 6. PP - FS18-523 - Rio Rancho 1A.2 FP - CC PowerPoint - 102020
-

Case: FS18-523

Project Name: Rio Rancho Parcel 1A.2 Final Plat

Council District: 1 - Acacia

City Council Date: October 20, 2020

Planner: Hobart Wingard, Planner II

Owner: Forestar USA Real Estate Group, Inc.

Applicant: Matthew Goodwin of Goodwin and Marshall, Inc.

Request: Final Plat for a 62 lot, single-family subdivision in Parcel 1A.2 of the Rio Rancho Estates PUD

Site Location: Generally, on the southern corner of Rio Rancho Blvd. and Hobby Horse Drive.

Site Size: 14.17 acres (approx.)

Density: 4.37 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Rio Rancho Estates PUD as approved under case FS17-259.
- The Final Plat is consistent with the Preliminary Plat approved under case FS18-071.

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:

43

44 Goodwin and Marshall, Inc., on behalf of Forestar USA Real Estate Group, Inc., requests approval of
45 the Final Plat for Rio Rancho Estates, Parcel 1A.2. The subject property is approximately 14.17 acres
46 and it is located on the southern corner of Rio Rancho Blvd. and Hobby Horse Drive. The subject
47 property is zoned RM-6-PUD.

48

49 The applicant proposes 62 single-family lots for a total density of 4.37 dwelling units per acre. The
50 typical lot proposed is 53' x 115'. This plat includes a total of 1.33 acres of open space.

51

52 The proposed Final Plat is in compliance with the approved Rio Rancho Estates PUD approved under
53 Case FS17-259 and the preliminary plat approved under case FS18-071.

54

55 **Attachments:**

56

57 01 Vicinity Map

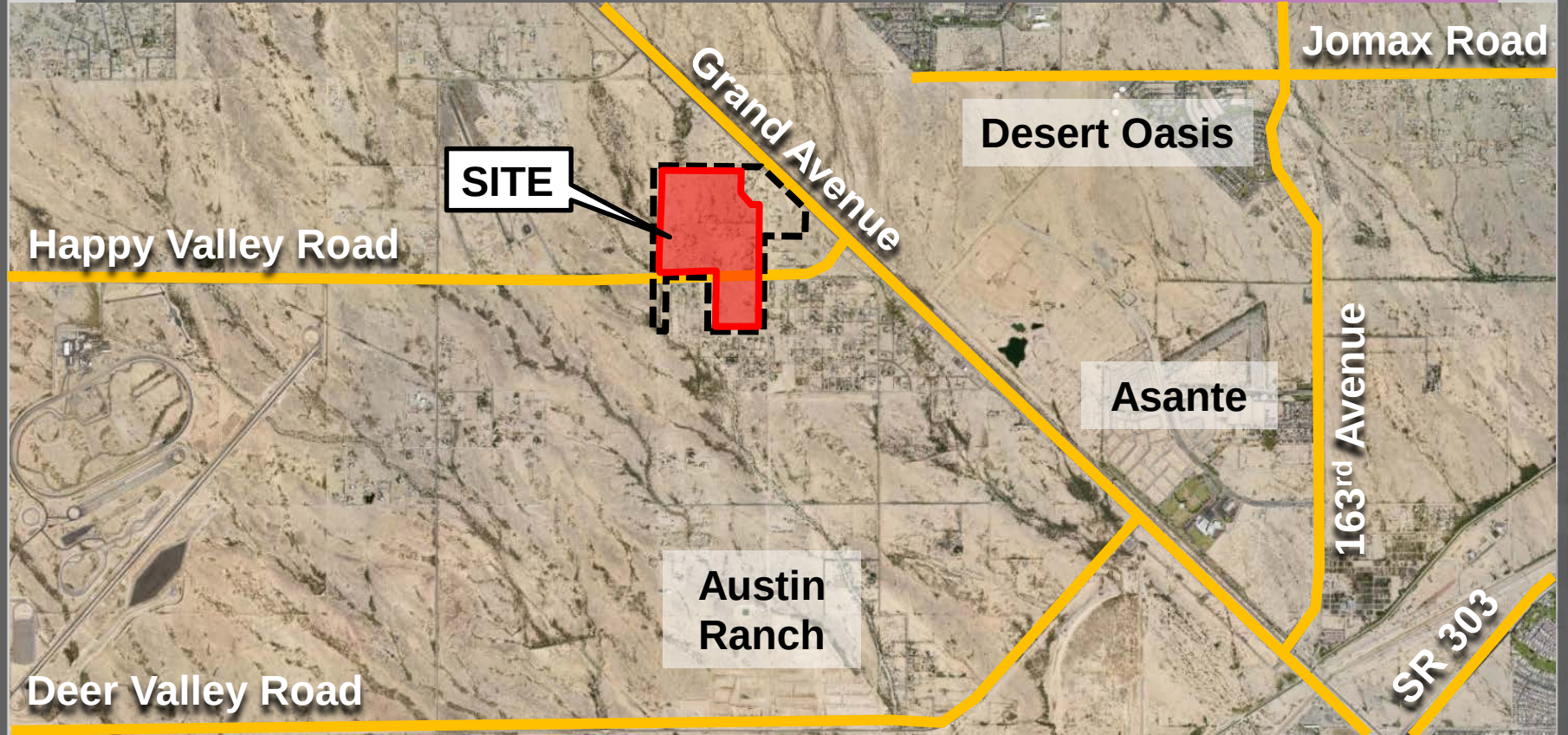
58 02 Case Map

59 03 Final Plat

60 04 Landscape Plans

VICINITY MAP

FS18-523
Rio Rancho 1A.2



CASE MAP

FS18-523
Rio Rancho 1A.2



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT OF "RIO RANCHO ESTATES PARCEL 1A.2" SURPRISE, ARIZONA, A REPLAT OF PARCEL 1A.2 OF THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, 8 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 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 SAID "RIO RANCHO ESTATES PARCEL 1A.2" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF SURPRISE FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, 8 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS FINAL PLAT.

OWNER, HEREBY DEDICATES TO THE CITY THE RIGHTS-OF-WAY AS SHOWN HEREON.

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

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

OWNER, HEREBY DEDICATES 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 FIELDS.

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

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

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

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

THE EASEMENTS GRANTED WITHIN THIS DEDICATION AS 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 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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS SEWER LINES AND MANHOLES FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE SEWER LINES AND MANHOLES.

TRACTS A, B, C, D, E, F, G, AND H ARE HEREBY DEDICATED TO A FUTURE HOMEOWNER'S ASSOCIATION AND ARE DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREIN ON PAGE 2 OF THIS FINAL PLAT AND SUBJECT TO THE EASEMENTS DEDICATED TO THE CITY OF SURPRISE.

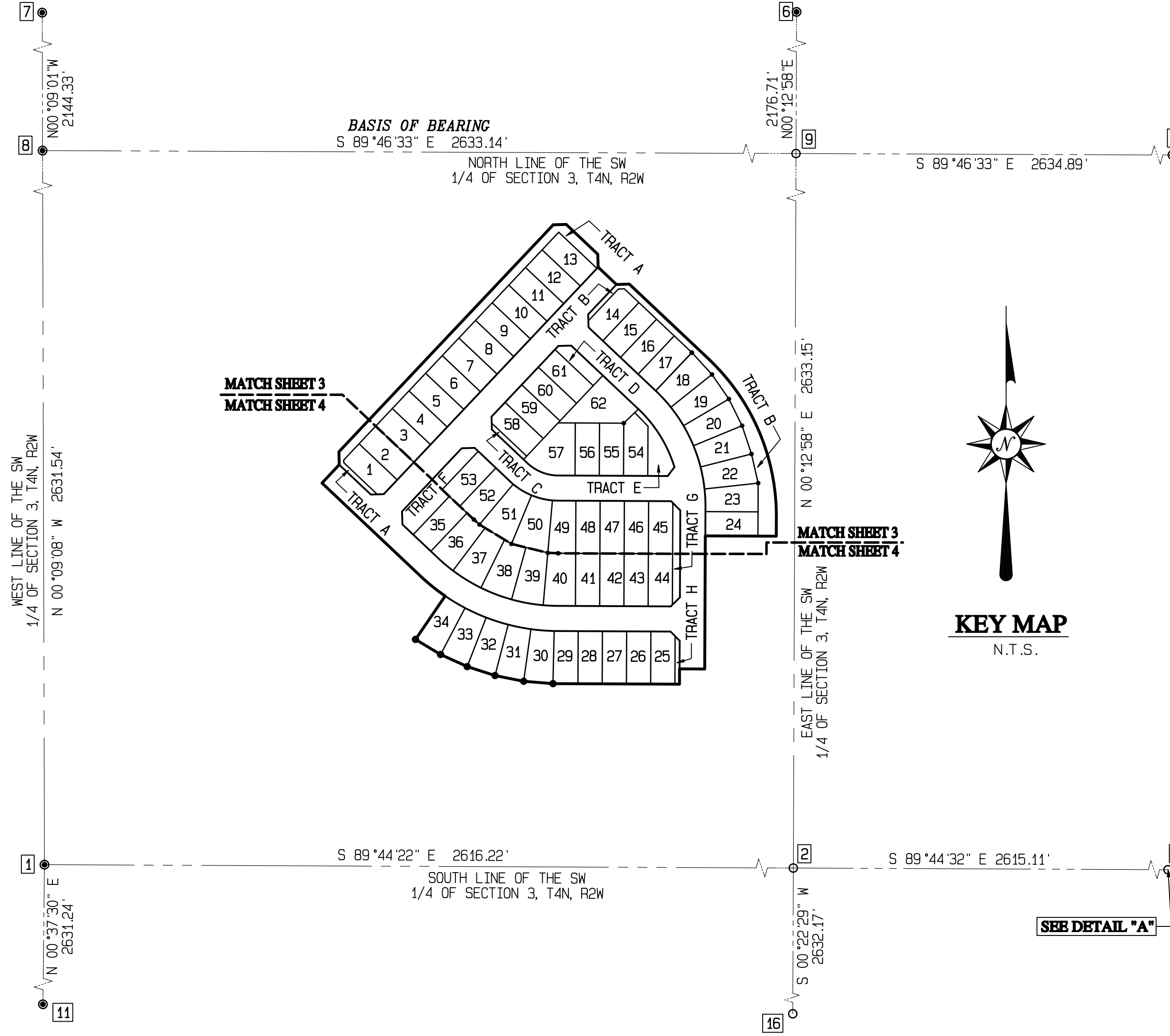
IN WITNESS WHEREOF: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS ____ DAY OF _____, 20____.

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

BY: _____
BRIAN KONDERIK, DIVISION PRESIDENT

SHEET INDEX

SHEET 1 COVER
SHEET 2 LOT SUMMARY TABLE, TRACT SUMMARY TABLE, LEGAL DESCRIPTION, AND DETAILS
SHEETS 3-4 TYPICAL PLAT PLAN SHEETS, CURVE AND LINE TABLES



RELEASE OF LIABILITY

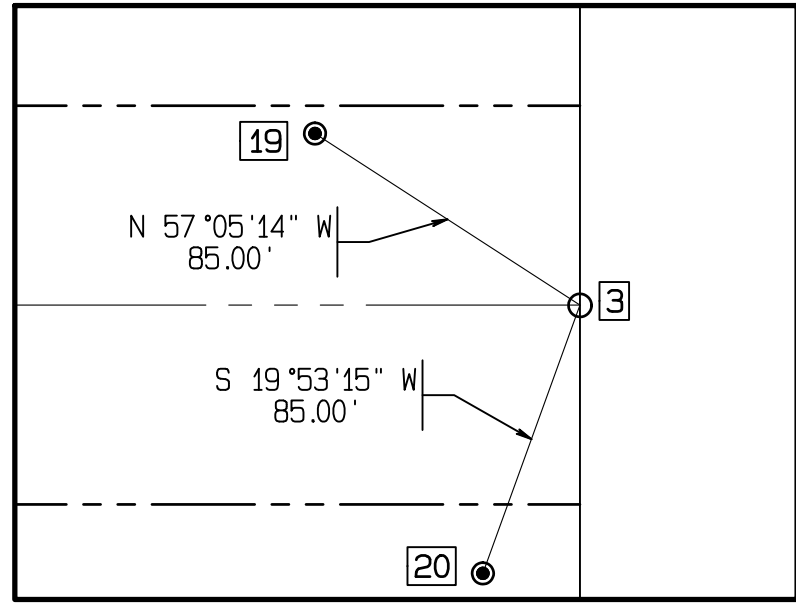
FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH 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, 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.

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE 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 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.

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.

KEY MAP
N.T.S.

DETAIL "A"
N.T.S.



OWNER:

FORESTAR (USA) REAL ESTATE GROUP INC.
20410 NORTH 19TH AVENUE
SUITE 100
PHOENIX, ARIZONA 85027
(480) 368-2357

CERTIFICATE OF ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-401762_0000 MAY 08, 2008
CERTIFICATE NUMBER DATE

PUBLIC NOTICE

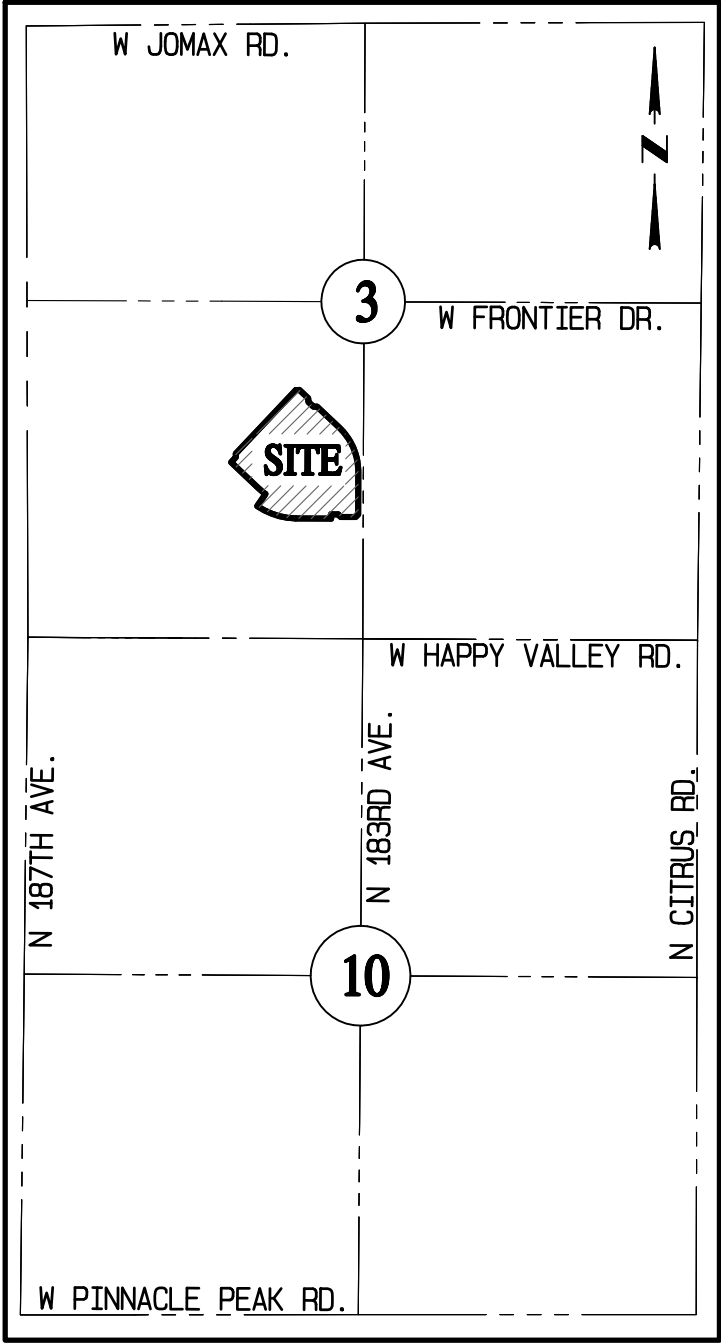
THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT 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.

NOTES

1. NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS, AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
3. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. STRUCTURES AND LANDSCAPING AT ALL INTERSECTIONS OF STREET RIGHTS-OF-WAY WILL BE MAINTAINED AT A MAXIMUM OF 30" IN HEIGHT ABOVE PAVEMENT IN TRIANGLE MEASURED ALONG THE RIGHT-OF-WAY LINES PER CITY OF SURPRISE STANDARD DETAILS 4-01 AND 4-02.
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "AE" AND "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1205L, 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.
8. IN ACCORDANCE WITH A.R.S. SS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
9. PURSUANT TO A.R.S. SS 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.
10. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE RIO RANCHO ESTATES PRELIMINARY PLAT, APPROVED OCTOBER 16, 2018 UNDER CASE NO. FS18-071.

BASIS OF BEARINGS

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST AS SHOWN ON THE UNRECORDED ALTA/MSPS LAND TITLE SURVEY PREPARED BY ARIZONA SURVEYING AND MAPPING, DATED JANUARY 19, 2018, JOB NO. P17-333, SAID BEARING BEING SOUTH 89°46'33" EAST AS MEASURED BETWEEN MONUMENT NUMBER 8 AND 4 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES.



VICINITY MAP
N. T. S.

SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BY: LANCE C. DICKSON, R.L.S. #46643
ARIZONA SURVEYING AND MAPPING
2411 W. NORTHERN, SUITE 110
PHOENIX, ARIZONA 85021
(602) 246-9919

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.



BY: JOHN N. ROGERS, R.L.S. #54332
GOODWIN AND MARSHALL, INC.
2705 S. ALMA SCHOOL RD., SUITE 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE: A.R.S. 32-151 STATES THAT THE USE OF 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.

PREPARED AUGUST 2020

SHEET 1 OF 4

PREPARED BY:

GOODWIN & MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 South Alma School Road, Suite 2
Chandler, Arizona 85286
(602) 218-7285

SURVEYED BY:



2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246-9919

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found 3" Maricopa County Department of Transportation brass cap on concrete base for the West Quarter corner of said Section 3, from which a found 2" Maricopa County Aluminum cap on bar for the East Quarter corner of said Section 3 bears South 89 deg. 46 min. 33 sec. East (Basis of Bearings) - 5268.03 feet,

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 2103.00 feet,

THENCE South 00 deg. 13 min. 27 sec. West departing said North line, a distance of 691.78 feet to the TRUE POINT OF BEGINNING,

THENCE North 88 deg. 22 min. 06 sec. East, a distance of 28.28 feet,

THENCE South 46 deg. 37 min. 57 sec. East, a distance of 95.00 feet,

THENCE South 01 deg. 37 min. 54 sec. East, a distance of 28.28 feet,

THENCE South 46 deg. 37 min. 57 sec. East, a distance of 55.00 feet,

THENCE North 88 deg. 22 min. 06 sec. East, a distance of 28.28 feet,

THENCE South 46 deg. 37 min. 57 sec. East, a distance of 238.51 feet to a Point of Curvature of a circular curve to the right, having a radius of 472.50 feet, a central angle of 46 deg. 50 min. 55 sec., and being subtended by a chord which bears South 23 deg. 12 min. 30 sec. East - 375.67 feet,

THENCE in a southeasterly direction along said curve to the right, a distance of 386.35 feet,

THENCE South 00 deg. 12 min. 58 sec. West tangent to said curve and being 40.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 3, a distance of 41.99 feet,

THENCE North 89 deg. 44 min. 22 sec. West, a distance of 155.15 feet,

THENCE South 00 deg. 15 min. 38 sec. West, a distance of 291.02 feet,

THENCE North 89 deg. 44 min. 22 sec. West, a distance of 55.00 feet,

THENCE South 00 deg. 15 min. 38 sec. West, a distance of 33.53 feet,

THENCE North 89 deg. 44 min. 22 sec. West, a distance of 276.70 feet,

THENCE North 85 deg. 19 min. 13 sec. West, a distance of 64.16 feet,

THENCE North 78 deg. 47 min. 02 sec. West, a distance of 63.95 feet,

THENCE North 72 deg. 10 min. 44 sec. West, a distance of 63.95 feet,

THENCE North 65 deg. 34 min. 25 sec. West, a distance of 63.95 feet,

THENCE North 58 deg. 58 min. 07 sec. West, a distance of 63.95 feet,

THENCE North 34 deg. 20 min. 02 sec. East, a distance of 115.00 feet to a Point of Curvature radial to said line and being a circular curve to the right, having a radius of 440.00 feet, a central angle of 9 deg. 02 min. 07 sec., and being subtended by a chord which bears North 51 deg. 08 min. 54 sec. West - 69.31 feet,

THENCE in a northwesterly direction along said curve to the right, a distance of 69.39 feet,

THENCE North 46 deg. 37 min. 51 sec. West tangent to said curve, a distance of 296.29 feet,

THENCE North 43 deg. 22 min. 09 sec. East, a distance of 55.00 feet,

THENCE North 01 deg. 37 min. 51 sec. West, a distance of 28.28 feet,

THENCE North 43 deg. 22 min. 09 sec. East, a distance of 682.62 feet to the POINT OF BEGINNING, containing 617,387 square feet or 14.173 acres of land, more or less.

LOT SUMMARY TABLE

LOT	(SQ. FT.)
1	6036
2	6095
3	6095
4	6095
5	6095
6	6095
7	6095
8	6095
9	6095
10	6095
11	6095
12	6095
13	6095
14	6003
15	6095
16	6095
17	6092
18	6516
19	6513
20	6513
21	6513
22	6611
23	6498
24	6095
25	6045
26	6095
27	6095
28	6095
29	6173
30	6580
31	6556
32	6556
33	6556
34	6556
35	6095

LOT SUMMARY TABLE

LOT	(SQ. FT.)
36	6669
37	7150
38	7094
39	6995
40	7566
41	6095
42	6095
43	6095
44	6088
45	6088
46	6095
47	6095
48	6095
49	6453
50	7260
51	7260
52	6356
53	6095
54	6618
55	6095
56	6095
57	9132
58	6045
59	6095
60	6095
61	6095
62	9860
TOTAL	397,896

TRACT SUMMARY TABLE

TRACT	AREA (SQ. FT.)	USAGE	MAINTENANCE RESPONSIBILITY
A	17578	L.S.	H.O.A.
B	17590	L.S., D/R	H.O.A.
C	1000	L.S.	H.O.A.
D	3323	L.S.	H.O.A.
E	4940	L.S.	H.O.A.
F	9205	L.S.	H.O.A.
G	3378	L.S.	H.O.A.
H	1000	L.S., D/R	H.O.A.
58,014 TOTAL AREA OF TRACTS (SQ. FT.)			

LAND USAGE LEGEND

D/R DRAINAGE/RETENTION
L.S. LANDSCAPE

MAINTENANCE LEGEND

H.O.A. HOME OWNERS ASSOCIATION

LEGEND

●	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120 TYPE "B"
○	CALCULATED POINT. NOTHING FOUND AND NOTHING SET
(M)	MEASURED
(R)	RECORD
W.E.	WATER EASEMENT
W.S.E.	WATER & SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT-OF-WAY
MCR	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
—	PLAT BOUNDARY LINE
— — —	RIGHT-OF-WAY LINE
- - - - -	EASEMENT LINE
· · · · ·	SECTION LINE
- - - - -	CENTER LINE
----	MATCH LINE

LAND USE TABLE

GROSS ACREAGE (TO BOUNDARY LINE)	14.173 ACRES
AREA OF PUBLIC STREETS	3.707 ACRES
NET ACREAGE	11.566 ACRES
AREA OF TRACTS	1.332 ACRES
TOTAL NUMBER OF LOTS	62 LOTS
OVERALL DENSITY	4.37 DU/ "GROSS" ACRE
AVERAGE AREA PER LOT	6,418 SQUARE FEET
PERCENTAGE OF OPEN SPACE	9.4%

RIO RANCHO ESTATES PRELIMINARY PLAT CONFORMANCE

PARCEL	CASE	LOT WIDTH				TOTAL	PP TOTAL	DIFFERENCE
		48'	53'	58'	63'			
IA.2	FS18-523	0	62	0	0	62	62	0

RESIDENTIAL DEVELOPMENT STANDARDS

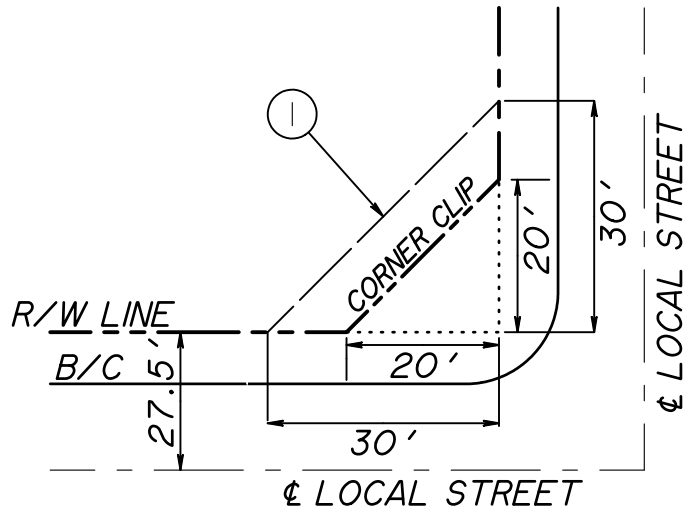
CASE NUMBER: FS17-259

ZONING DISTRICT	MINIMUM LOT SIZE		MINIMUM DEPTH	BUILDING HEIGHT	MINIMUM YARD SETBACKS			
	AREA	WIDTH			FRONT	SIDE	TOTAL SIDE	REAR
PUD-RM-6	6,000	50	100'	35	12' / 20'	5	13	20

NOTE:
1.) FRONT FACING GARAGES SHALL HAVE A MINIMUM 21-FOOT FRONT YARD SETBACK.
2.) MAXIMUM COVERAGE OF 55% FOR ALL ZONING DISTRICTS.

AREA SUMMARY TABLE

	AREA (SQ. FT.)	AREA ACRES
GROSS ACREAGE	617387	14.173 AC.
RIGHT-OF-WAY	161477	3.707 AC.
AREA OF LOTS	397896	9.134 AC.
AREA OF TRACTS	58014	1.332 AC.



NOTE:
1.) DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS.
2.) ARTERIAL STREET INTERSECTIONS SHOWN PER C.O.S. STANDARD DETAIL 4-01.
① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

LOCAL SIGHT VISIBILITY TRIANGLES PER C.O.S. DETAIL 4-02

N.T.S.

MONUMENT NOTES

- FOUND 1/2" REBAR RLS# 38863 LOCALLY ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 3,T4N, R2W, SHOWN IN LAND DIVISION SURVEY BOOK 1110, PAGE 49, M.C.R.
- CALCULATED POSITION OF THE SOUTH QUARTER CORNER OF SECTION 3, T4N, R2W PER BOOK 888 OF MAPS, PAGE 24, M.C.R., MAG STD. DTL. TYPE "A" WILL BE SET AFTER FINAL IMPROVEMENTS TO WEST HAPPY VALLEY ROAD ARE IN PLACE.
- CALCULATED POSITION OF SOUTHEAST CORNER OF SECTION 3, T4N, R2W BASED ON REFERENCE MONUMENTS PER PLSS SUBDIVISION MAP BOOK 1029 OF SURVEYS, PAGE 48, M.C.R.
- FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE EAST QUARTER CORNER OF SECTION 3, T4N, R2W RLS# 35832 DATED 2004
- FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE NORTH QUARTER CORNER OF SECTION 3, T4N, R2W RLS# 35832 DATED 2004
- FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE AT THE NORTHWEST CORNER OF SECTION 3, T4N, R2W
- FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN CONCRETE BASE AT THE WEST CORNER OF SECTION 3, T4N, R2W
- CALCULATED CENTER OF SECTION 3, T4N, R2W
- FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE WEST QUARTER CORNER OF SECTION 10, T4N, R2W RLS# 35832 DATED 2004
- CALCULATED CENTER OF SECTION 10, T4N, R2W
- FOUND ALUMINUM CAPPED IRON ROD DATED, 2004 RLS# 35832
- FOUND 5/8" REBAR

PREPARED AUGUST 2020 SHEET 2 OF 4

PREPARED BY:

SURVEYED BY:

GOODWIN
MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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ASAM
Arizona Surveying & Mapping

2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246 - 9919

FINAL PLAT OF "RIO RANCHO ESTATES, PARCEL 1A.2"

CASE NO. FS-18-523

W:\10692A - Rio Rancho\COGO\PARCEL 1A2\1A.2 FLAT.pro Plotted: Tue Aug 18 16:17:50 2020

POINT OF COMMENCING

PARCEL 3B
MASTER PLAT OF RIO RANCHO ESTATES
PARCELS 1A.1, 1A.2, 2A, 2B, 3A, AND 3B
BK. 1513 OF MAPS, PG. 23, MCR

BASIS OF BEARING
S 89°46'33" E 5268.03'

POINT OF BEGINNING

SUMMER WINDS
1998-0949669, MCR

SUMMER WINDS LLC
2000-0107023, MCR

CURVE TABLE					
CURVE	RADIUS	APC	DELTA	CHORD BEARING	CHORD
C1	472.50'	386.35'	46°50'55"	S23°12'30"E	375.67'
C2	440.00'	69.39'	9°02'07"	N51°08'54"W	69.31'
C3	412.50'	310.36'	43°06'31"	S68°11'06"E	303.09'
C4	320.00'	261.90'	46°53'35"	N23°11'10"W	254.65'
C5	127.50'	95.93'	43°06'31"	N68°11'06"W	93.68'
C6	100.00'	75.24'	43°06'31"	N68°11'06"W	73.48'
C7	155.00'	116.62'	43°06'31"	N68°11'06"W	113.89'
C8	347.50'	284.41'	46°53'35"	N23°11'10"W	275.54'
C9	292.50'	151.29'	29°38'09"	N31°48'53"W	149.61'
C10	385.00'	289.67'	43°06'31"	N68°11'06"W	282.89'
C11	440.00'	261.66'	34°04'24"	N72°42'10"W	257.83'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°22'06"E	28.28
L2	S01°37'54"E	28.28
L3	S46°37'57"E	55.00
L4	N88°22'06"E	28.28
L5	S00°12'58"W	41.99
L6	N89°44'22"W	95.00
L7	S00°15'38"W	33.53
L8	N43°22'09"E	55.00
L9	N01°37'51"W	28.28
L10	N88°22'09"E	28.28
L11	N01°37'51"W	28.28
L12	S44°44'22"E	28.28
L13	S45°15'38"W	28.28
L14	S45°07'16"E	28.47
L15	N37°36'41"E	24.27
L16	N01°37'54"W	28.28
L17	S88°22'06"W	28.28
L18	S01°37'51"E	28.28
L19	N88°22'09"E	28.28
L20	N01°37'51"W	5.86
L21	S48°22'15"E	16.40
L22	S87°20'41"E	22.56
L23	N46°00'31"E	44.52
L24	N88°22'06"E	12.93

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 4

PREPARED AUGUST 2020 SHEET 3 OF 4

PREPARED BY:

SURVEYED BY:

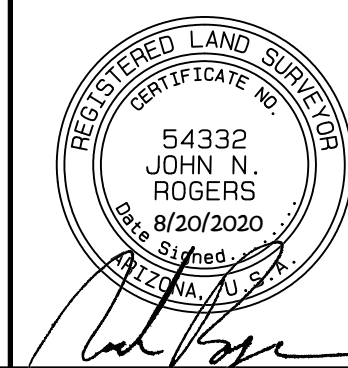
GOODWIN & MARSHALL

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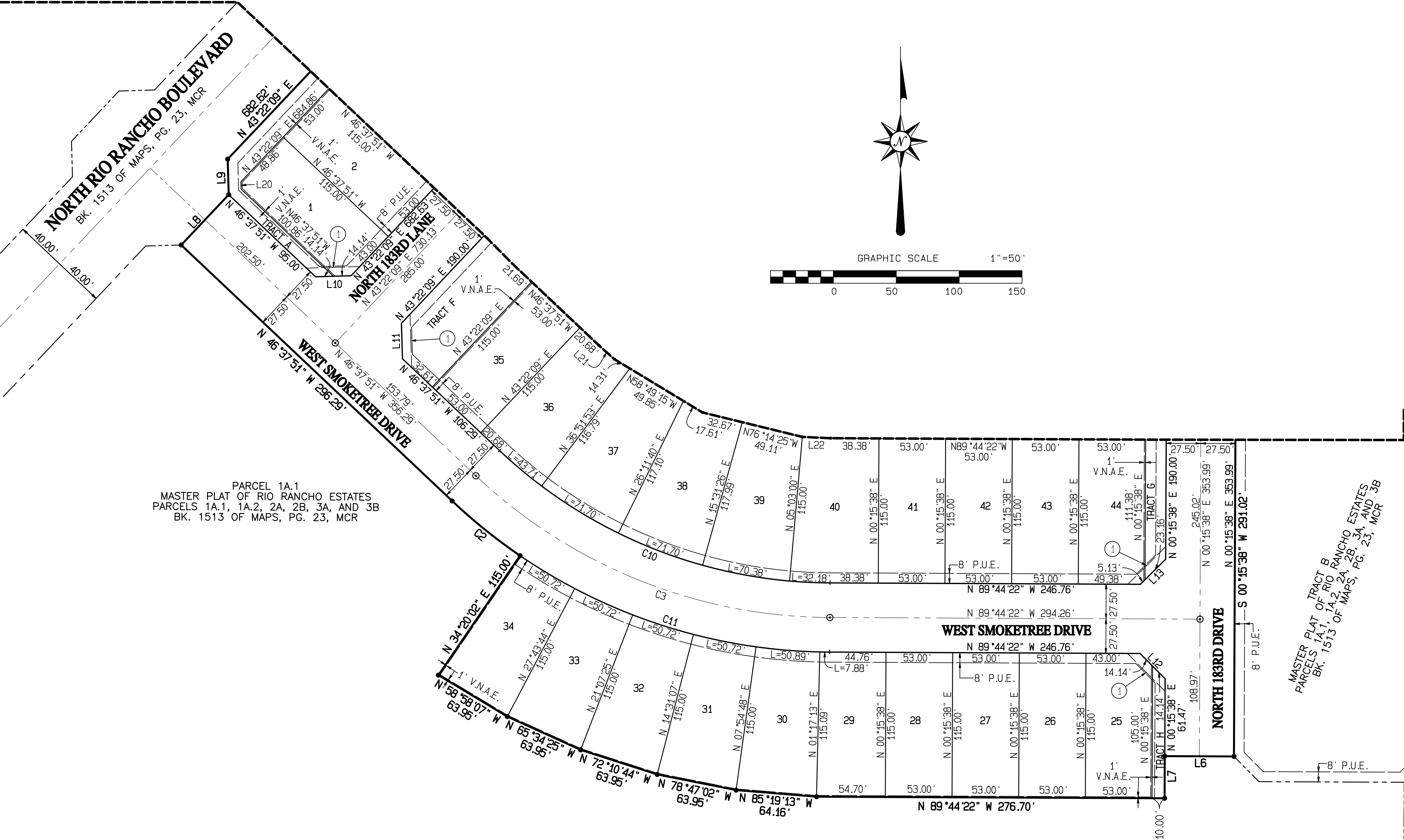


① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT
SEE SHEET TWO FOR DETAIL

FINAL PLAT OF "RIO RANCHO ESTATES, PARCEL 1A.2"

CASE NO. FS-18-523
W:\10692A - Rio Rancho\COGO\PARCEL 1A2\1A.2 FPLAT.pro Plotted: Tue Aug 18 16:18:26 2020

MATCH LINE SEE SHEET 3



PARCEL 1A.1
MASTER PLAT OF RIO RANCHO ESTATES
PARCELS 1A.1, 1A.2, 2A, 2B, 3A, AND 3B
BK. 1513 OF MAPS, PG. 23, MCR

PARCEL 1A.1
MASTER PLAT OF RIO RANCHO ESTATES
PARCELS 1A.1, 1A.2, 2A, 2B, 3A, AND 3B
BK. 1513 OF MAPS, PG. 23, MCR

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°22'06"E	28.28'
L2	S01°37'54"E	28.28'
L3	S46°37'57"E	55.00'
L4	N88°22'06"E	28.28'
L5	S00°12'58"W	41.93'
L6	N89°44'22"W	53.00'
L7	S00°15'38"W	33.53'
L8	N43°22'09"E	55.00'
L9	N01°37'51"W	28.28'
L10	N88°22'09"E	28.28'
L11	N01°37'51"W	28.28'
L12	S44°44'22"E	28.28'
L13	S45°10'16"E	28.28'
L14	S45°10'16"E	28.27'
L15	N37°36'41"E	24.27'
L16	N01°37'54"W	28.28'
L17	S88°22'06"W	28.28'
L18	S01°37'51"E	28.28'
L19	N88°22'09"E	28.28'
L20	N01°37'51"W	5.86'
L21	S48°22'15"E	16.40'
L22	S87°20'41"E	22.56'
L23	N46°00'31"E	44.52'
L24	N88°22'06"E	12.93'

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	472.50'	386.35'	46°50'55"	S23°12'30"E	375.67'
C2	440.00'	69.39'	9°02'07"	N51°08'54"W	69.31'
C3	412.50'	310.36'	43°06'31"	S68°11'06"E	303.09'
C4	320.00'	261.90'	46°53'35"	N23°11'10"W	254.65'
C5	127.50'	95.93'	43°06'31"	N68°11'06"W	93.68'
C6	100.00'	75.24'	43°06'31"	N68°11'06"W	73.48'
C7	155.00'	116.62'	43°06'31"	N68°11'06"W	113.89'
C8	347.50'	284.41'	46°53'35"	N23°11'10"W	276.54'
C9	292.50'	151.29'	29°38'09"	N31°48'53"W	149.61'
C10	385.00'	289.67'	43°06'31"	N68°11'06"W	282.89'
C11	440.00'	261.65'	34°04'24"	N72°42'10"W	257.83'

MATCH LINE SEE SHEET 3

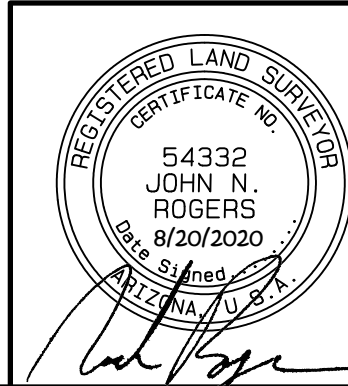
SUMMER WINDS LLC
2000-0107023, MCR

BRIDGEPORT FINANCIAL SERVICES
2012-0168413, MCR

NORTH 183RD AVENUE
BK. 1513 OF MAPS, PG. 23, MCR

MASTER PLAT OF RIO RANCHO ESTATES
PARCELS 1A.1, 1A.2, 2A, 2B, 3A, AND 3B
BK. 1513 OF MAPS, PG. 23, MCR

① = 30' x 30' UNOBSTRUCTED VIEW EASEMENT
SEE SHEET TWO FOR DETAIL



PREPARED AUGUST 2020 SHEET 4 OF 4

PREPARED BY:

GOODWIN & MARSHALL

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SURVEYED BY:



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FINAL PLAT OF "RIO RANCHO ESTATES, PARCEL 1A.2"

CASE NO. FS-18-523
W:\10692A - Rio Rancho\COGO\PARCEL 1A2\1A.2 FLAT.pro Plotted: Tue Aug 18 16:19:52 2020

RIO RANCHO

Phase 1A.2 Hardscape Construction Documents

Hardscape Quantities:

	Type	Units	Quantity
Masonry Walls			
COMMUNITY WALL	6'-0"	L.F.	3,010
GABION BASKET COLUMN	6'-0"	EA.	1
COMMUNITY & PRIVACY WALL COLUMN	6'-0"	EA.	53

Entry Features

NEIGHBORHOOD ENTRANCE	N/A	EA.	2
-----------------------	-----	-----	---

1. QUANTITIES ARE FOR REFERENCE PURPOSES ONLY.
2. WALLS, RAMADAS AND OTHER AMENITIES SHALL BE SUBMITTED TO BUILDING SAFETY FOR REVIEW, APPROVAL, PERMITTING AND INSPECTION

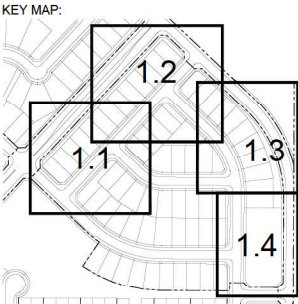
Callout Notes:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4-5, SHEET H1.5
- COMMUNITY WALL (TYP.)
SEE DETAIL 1-2, SHEET H1.5
- GABION BASKET COLUMN (TYP.)
SEE DETAIL 3, SHEET H1.5
- CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.5
- CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 4" x 6" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 8, SHEET H1.5
- ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- SIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.S. DETAIL 4-01 AND 4-02
- STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- ENTRY GABION BASKET
SEE DETAIL 5, SHEET H1.5

ALL SIDEWALKS LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED FROM THE APPROVED CIVIL ENGINEERING PLANS.

Sheet Index:

SHEET H0.1	HARDSCAPE COVER SHEET
SHEET H0.2	OVERALL HARDSCAPE PLAN
SHEET H1.1	HARDSCAPE PLAN
SHEET H1.2	HARDSCAPE PLAN
SHEET H1.3	HARDSCAPE PLAN
SHEET H1.4	HARDSCAPE DETAILS
SHEET H1.5	HARDSCAPE DETAILS



EST. 2004

LDG

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RIO RANCHO

PHASE 1A.2

CONSTRUCTION DOCUMENTS

CITY OF SURPRISE, ARIZONA

ASST. CHIEF ENG. LANDSCAPE

PREPARED FOR:

DATE: JUNE 2019

PROJECT: 000.000.01

DRAWN BY: TK

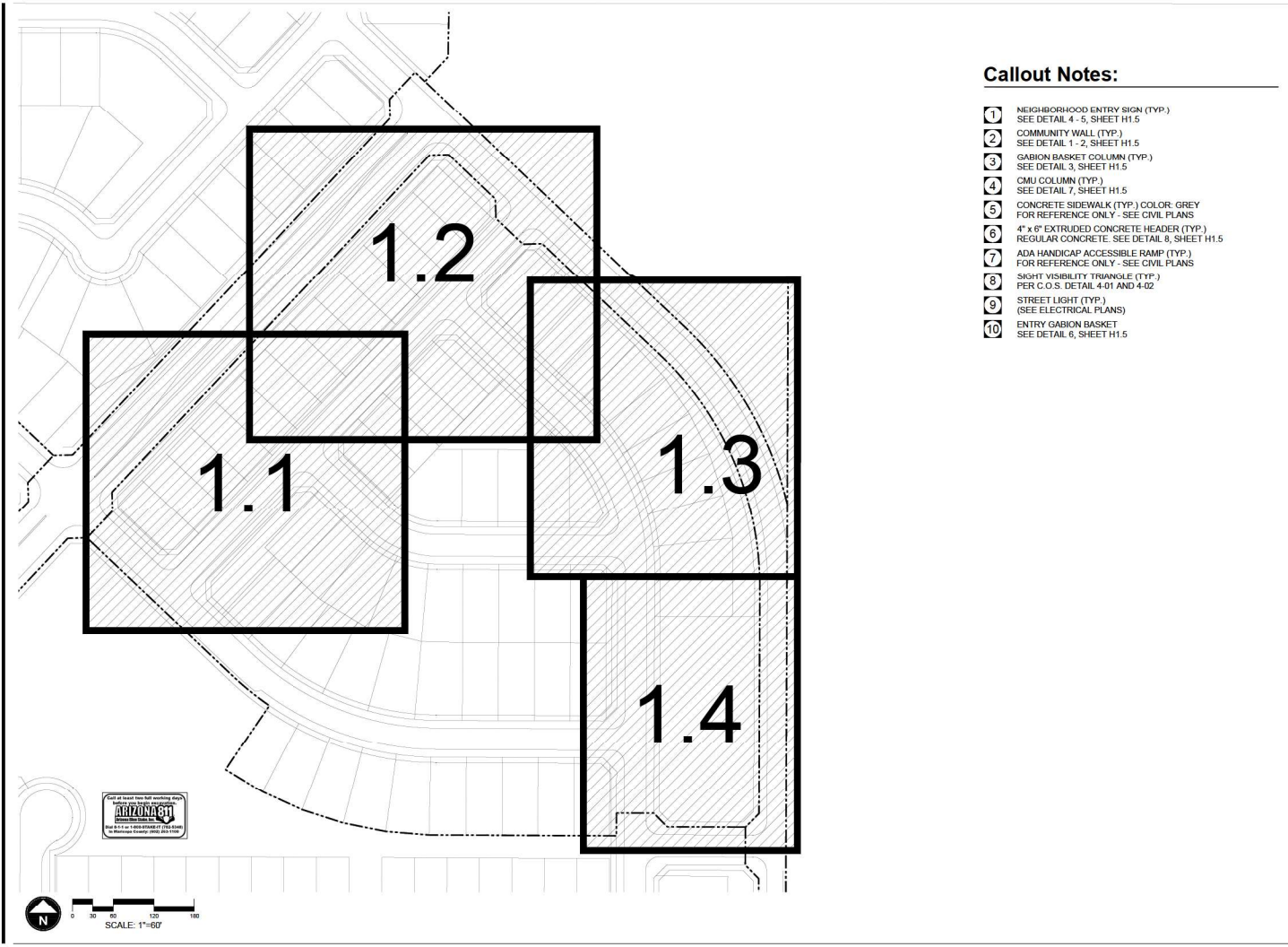
REVIEW BY: DL

VERSION:

REVISIONS:

SHEET TITLE: HARDSCAPE COVER SHEET

SHEET NO.: H0.1



Callout Notes:

- 1 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4 - 5, SHEET H1.5
- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 1 - 2, SHEET H1.5
- 3 GABION BASKET COLUMN (TYP.)
SEE DETAIL 3, SHEET H1.5
- 4 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.5
- 5 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 6 4" x 6" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 8, SHEET H1.5
- 7 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 SIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.S. DETAIL 4-01 AND 4-02
- 9 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 10 ENTRY GABION BASKET
SEE DETAIL 6, SHEET H1.5



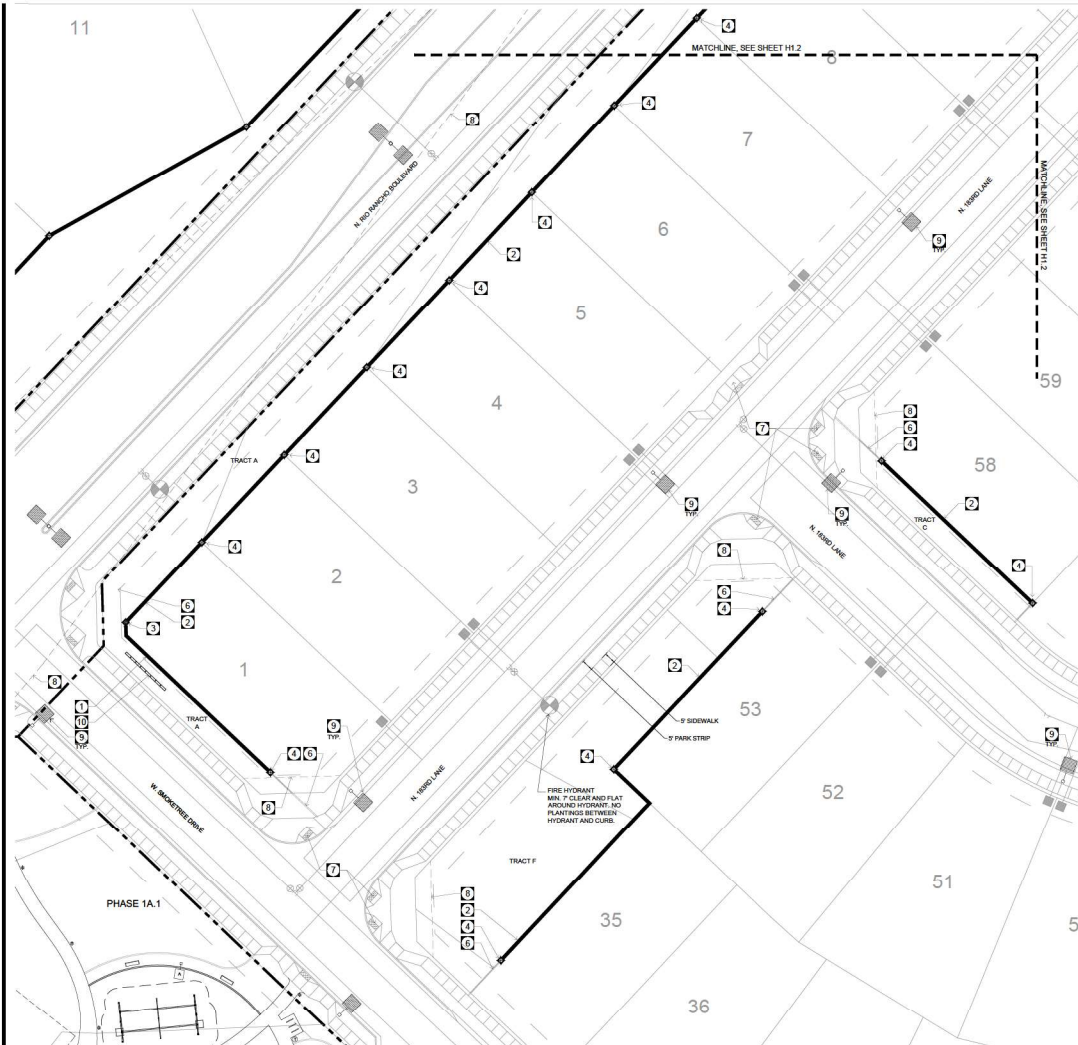
RIO RANCHO
PHASE 1A.2
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



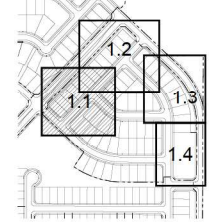
PREPARED FOR:

DATE:	JUNE 2019
PROJECT:	000.000.01
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISIONS:	

SHEET TITLE: OVERALL
HARDSCAPE PLAN
SHEET NUMBER: H0.2

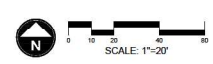


KEY MAP:



Callout Notes:

- 1 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4-1, SHEET H1.5
- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 1-2, SHEET H1.5
- 3 GABION BASKET COLUMN (TYP.)
SEE DETAIL 3, SHEET H1.5
- 4 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.5
- 5 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 6 4" x 8" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE SEE DETAIL 8, SHEET H1.5
- 7 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 SIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.S. DETAIL 4-01 AND 4-02
(SEE ELECTRICAL PLANS)
- 9 STREET LIGHT (TYP.)
ENTRY GABION BASKET
SEE DETAIL 6, SHEET H1.5
- 10 FIRE HYDRANT
MIN. 1' CLEAR AND FLAT
AROUND HYDRANT. NO
PLANTINGS BETWEEN
HYDRANT AND CURB.





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PHASE 1A.2
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA

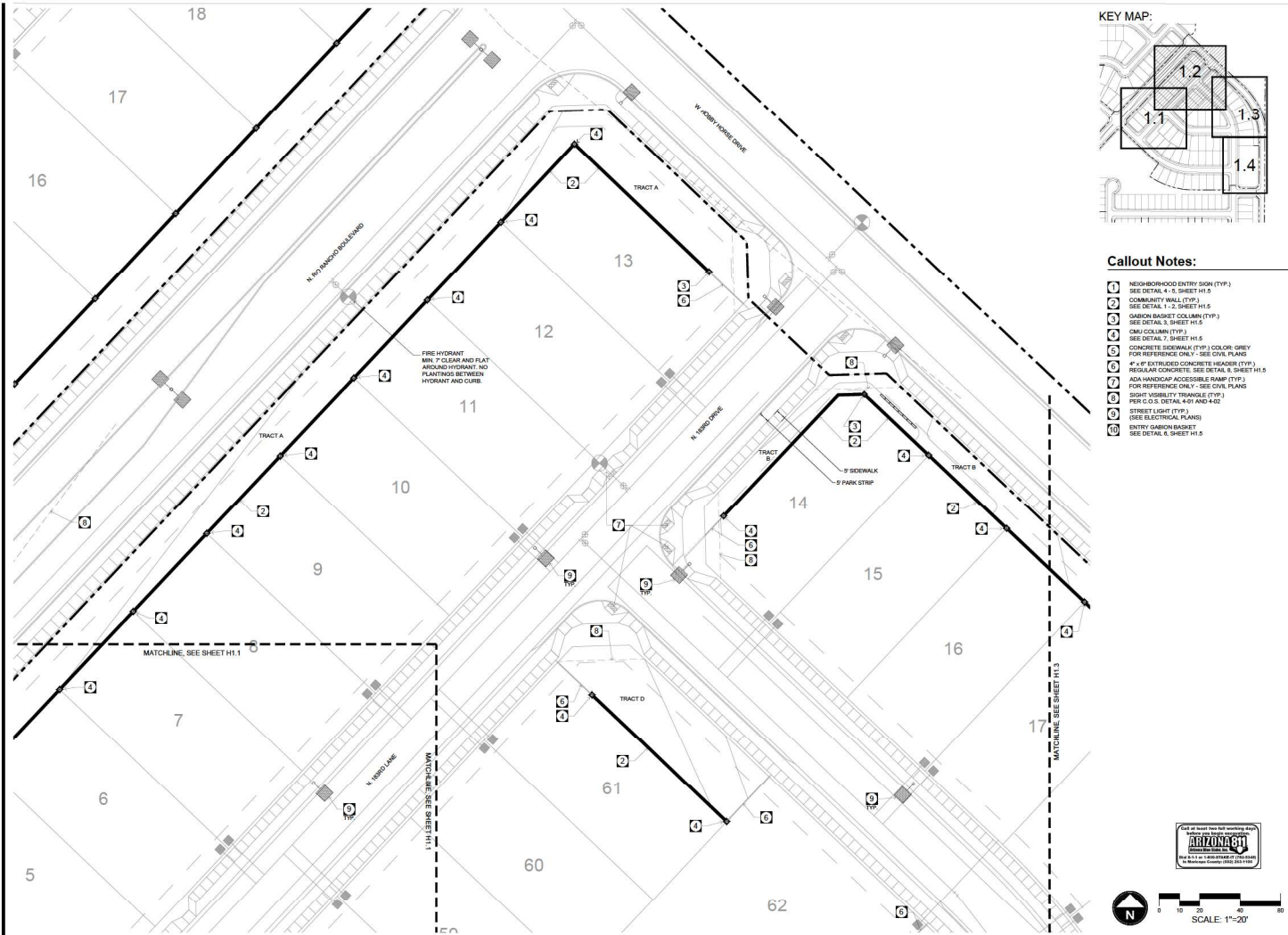


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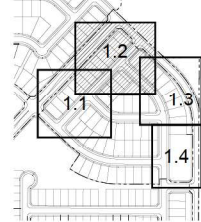
DATE:	JUNE 2019
PROJECT:	000.000.01
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISIONS:	

SHEET TITLE:
HARDSCAPE PLAN

SHEET NO.:
H1.1



KEY MAP:



Callout Notes:

- 1 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4-1, SHEET H1.5
- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 1-2, SHEET H1.5
- 3 GABION BASKET COLUMN (TYP.)
SEE DETAIL 3, SHEET H1.5
- 4 CUL-DE-SAC (TYP.)
SEE DETAIL 7, SHEET H1.5
- 5 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 6 4" x 8" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE SEE DETAIL 8, SHEET H1.5
- 7 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 SIGHT TRIANGLE (TYP.)
PER C.O.S. DETAIL 4-01 AND 4-02
(SEE ELECTRICAL PLANS)
- 9 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 10 ENTRY GABION BASKET
SEE DETAIL 6, SHEET H1.5



RIO RANCHO PHASE 1A.2 CONSTRUCTION DOCUMENTS CITY OF SURPRISE, ARIZONA



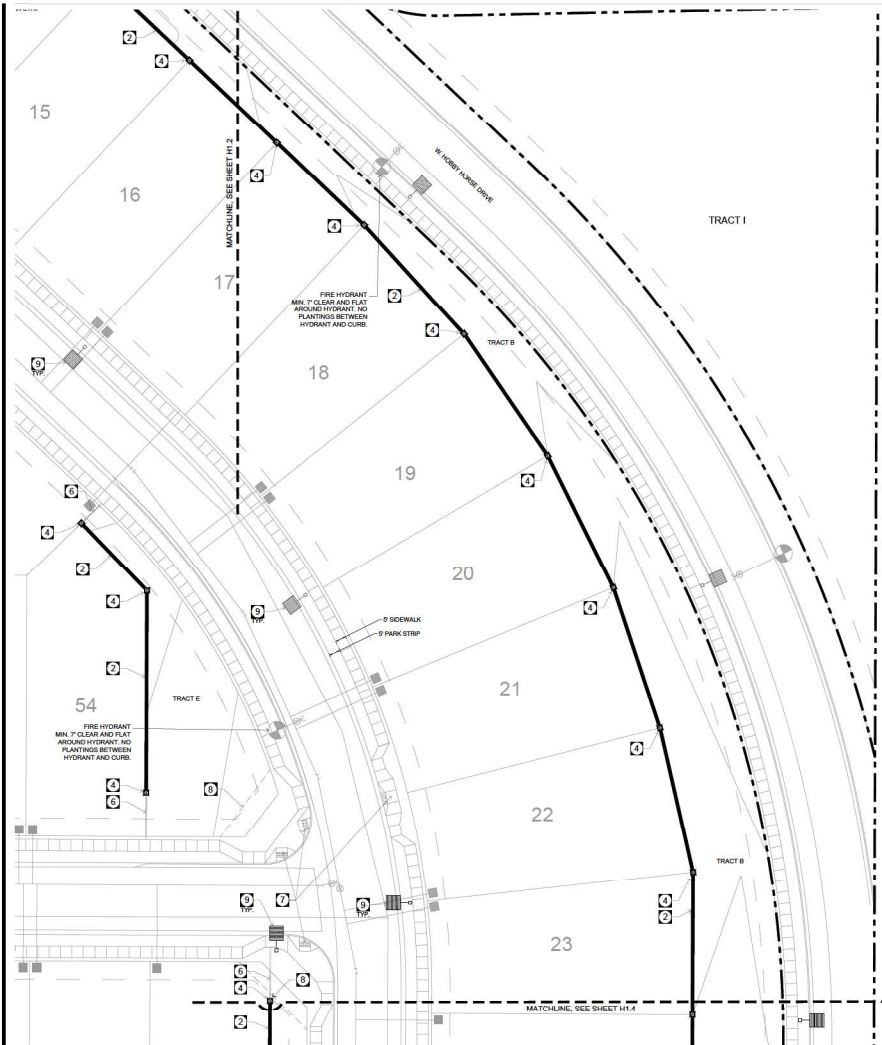
PREPARED FOR:

DATE: JUNE 2019
PROJECT: 000.000.01
DRAWN BY: TK
REVIEW BY: DL
REVISIONS:

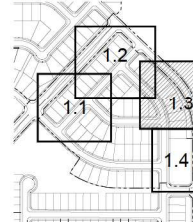
SHEET TITLE: HARDSCAPE PLAN

SHEET NO.: H1.2





KEY MAP:



Callout Notes:

- 1 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4-1, SHEET H1.5
- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 1-2, SHEET H1.5
- 3 GABION BASKET COLUMN (TYP.)
SEE DETAIL 3, SHEET H1.5
- 4 CNU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.5
- 5 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 6 4" x 8" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE SEE DETAIL 8, SHEET H1.5
- 7 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 SIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.S. DETAIL 4-01 AND 4-02
- 9 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 10 ENTRY GABION BASKET
SEE DETAIL 6, SHEET H1.5



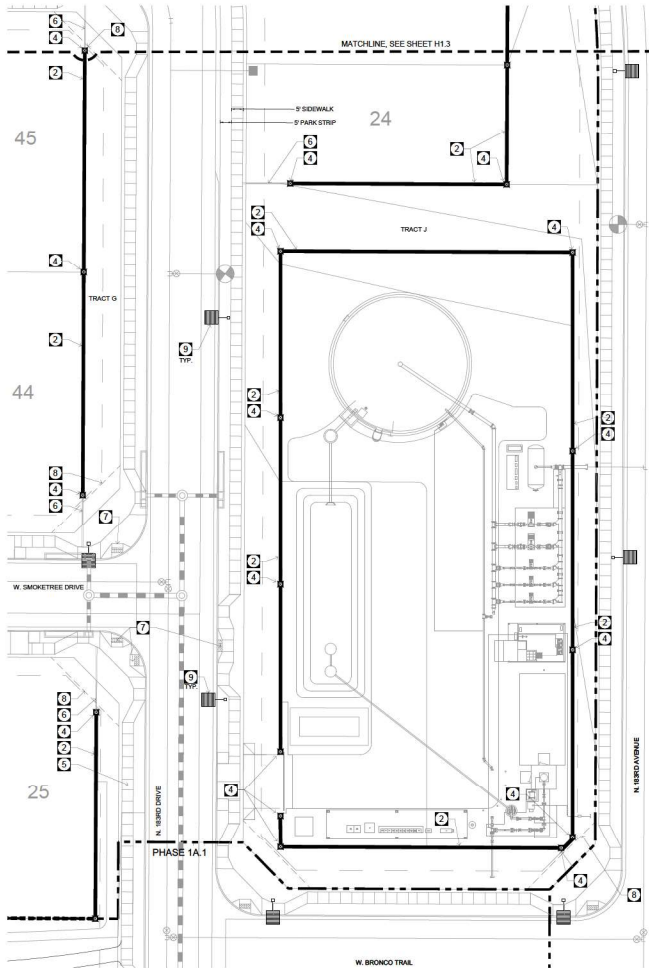


RIO RANCHO
PHASE 1A.2
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA

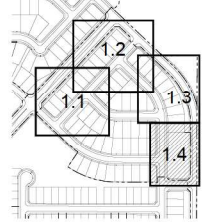


PREPARED FOR:

DATE:	JUNE 2019
PROJECT:	000.000.01
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISIONS:	
SHEET TITLE: HARDSCAPE PLAN	
SHEET NO.: H1.3	



KEY MAP:



Callout Notes:

- 1 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4-1, SHEET H1.5
- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 1-2, SHEET H1.5
- 3 GABION BASKET COLUMN (TYP.)
SEE DETAIL 3, SHEET H1.5
- 4 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.5
- 5 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 6 4" x 8" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE SEE DETAIL 8, SHEET H1.5
- 7 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 SIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.S. DETAIL 4-01 AND 4-02
(SEE ELECTRICAL PLANS)
- 9 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 10 ENTRY GABION BASKET
SEE DETAIL 6, SHEET H1.5



RIO RANCHO PHASE 1A.2 CONSTRUCTION DOCUMENTS CITY OF SURPRISE, ARIZONA

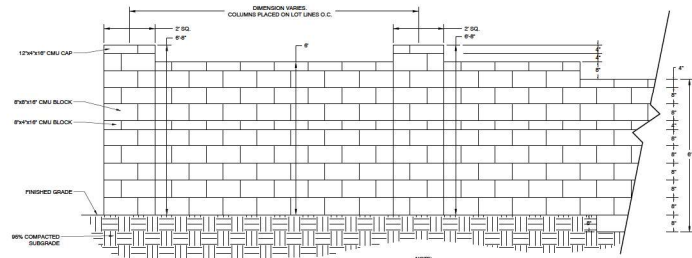


PREPARED FOR:

DATE: JUNE 2019
PROJECT: 000.000.01
DRAWN BY: TK
REVIEW BY: DL
VERSION:
REVISIONS:

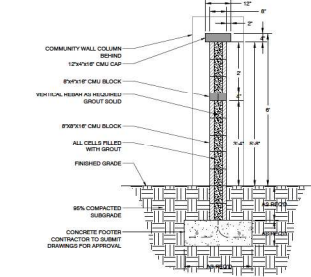
SHEET TITLE:
HARDSCAPE
PLAN

SHEET NO.: H1.4



1 COMMUNITY WALL ELEVATION

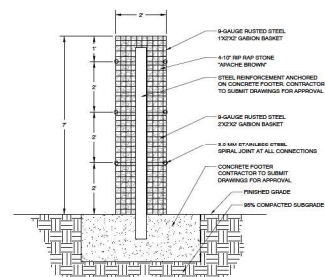
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2 COMMUNITY WALL SECTION

NTS

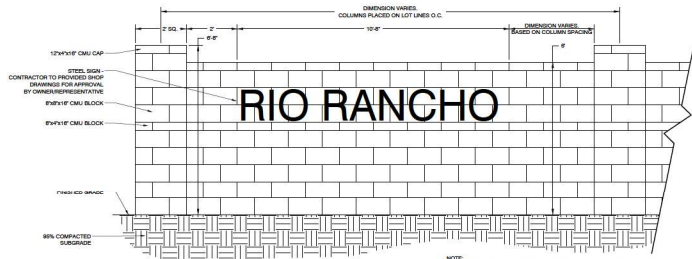
042280-03



3 GABION BASKET COLUMN

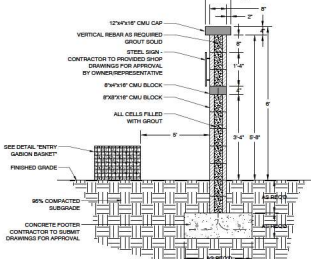
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042280-08



4 NEIGHBORHOOD ENTRY SIGN ELEVATION

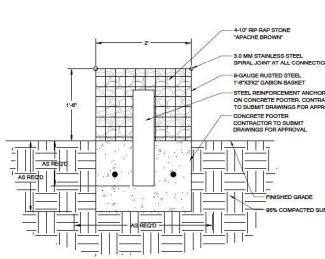
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5 NEIGHBORHOOD ENTRY SIGN SECTION

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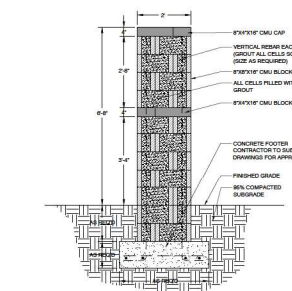
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6 ENTRY GABION BASKET

NTS

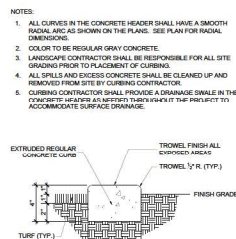
042280-13



7 CMU COLUMN

NTS

042280-09



8 CONCRETE HEADER

NTS



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PHASE 1A.2
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



DATE:	JUNE 2019
PROJECT:	000.0000.01
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISION:	

SHEET TITLE:
HARDSCAPE
DETAILS

SHEET NO.: E

H1.5

	RIO RANCHO PHASE 1A.2 CONSTRUCTION DOCUMENTS CITY OF CHANDLER 483724A
PREPARED FOR:	
DATE: JUNE 2024 PROJECT: 000-00000-0 DRAWN BY: T REVIEW BY: D VERSION: FILE INFORMATION:	
SHEET TITLE LANDSCAPE COVER SHEET SHEET NUMBER L0.1	

[illegible]

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITIES COMPANIES
2. CONTRACTOR TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY
3. EXCAVATION

4. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO
5. COMPLETE THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL
6. RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF THE PLANS, AND
7. COMPLIANCE WITH ALL CONTRACT REQUIREMENTS AND ALL CITY ORDINANCES. ANY
8. DISCREPANCY BETWEEN CONTRACT DOCUMENTS SHALL BE SUBJECT TO THE JUDGMENT OF THE
9. AGENT.

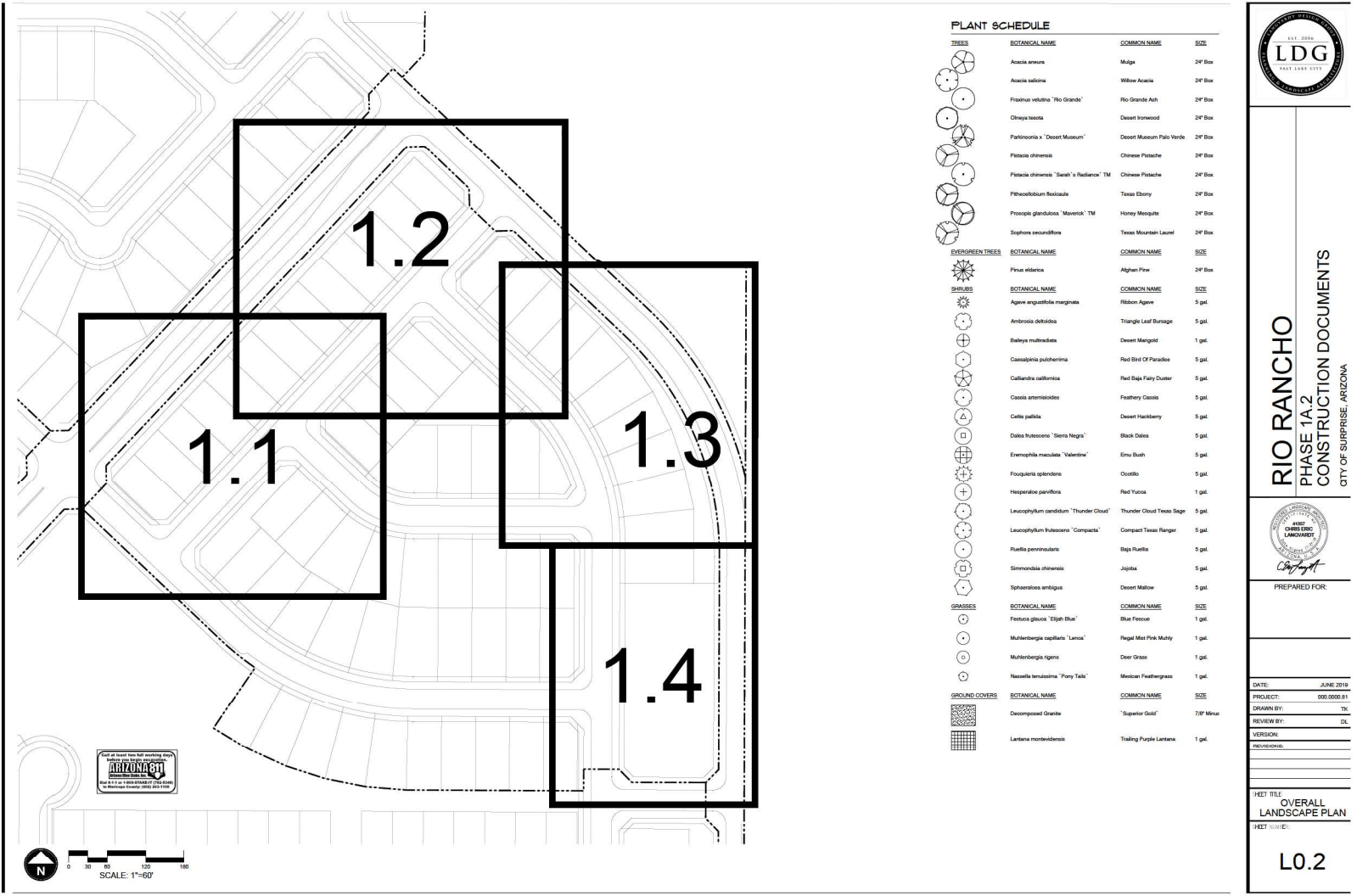
10. PRIOR TO INITIATING THESE LANDSCAPE IMPROVEMENTS, THE LANDSCAPE
11. CONTRACTOR MUST SCHEDULE A PRE-CONSTRUCTION MEETING ON-SITE WITH THE
12. CITY ENGINEER, CITY PLANNING DEPARTMENT, AND THE CITY LANDSCAPE ARCHITECT.
13. REPRESENTATIVE AND/OR THE PROJECT LANDSCAPE ARCHITECT MUST PRESENT THE
14. PROJECT PLANS AND EXPLAIN THE PROJECT TO THE CITY ENGINEER, CITY PLANNING
15. DEPARTMENT, AND THE CITY LANDSCAPE ARCHITECT. THE MEETING MUST BE IN
16. ACCORDANCE WITH THESE LANDSCAPE CONSTRUCTION DOCUMENTS AND THEREFORE
17. THE MEETING MUST BE SCHEDULED TO OCCUR AFTER THE COMPLETION OF SITE AND
18. OFF-SITE IMPROVEMENTS INCLUDING ALL UNDERGROUND UTILITIES, MASS GRADING AND
19. DRAINAGE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES,
20. ELEC. LINES, AND ALL OTHER UTILITIES. ATTENTION TO THE FOLLOWING: THE PROJECT
21. ANY DISCREPANCIES FOUND BETWEEN THE PLANS AND THE SITE CONDITIONS SHALL
22. BE REPORTED TO THE CITY ENGINEER, CITY PLANNING DEPARTMENT, AND THE CITY
23. LANDSCAPE ARCHITECT IMMEDIATELY.
24. ALL QUANTITIES PROVIDED ARE FOR REFERENCE ONLY. LANDSCAPE CONTRACTOR
25. SHALL BE RESPONSIBLE FOR OBTAINING ALL MATERIALS AND EQUIPMENT. THE
26. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADING, THE EXISTED PROPOSED
27. GRADING AND FINAL FINISHING TO BE ESTABLISHED BY OTHERS.

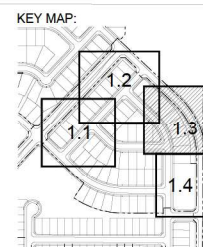
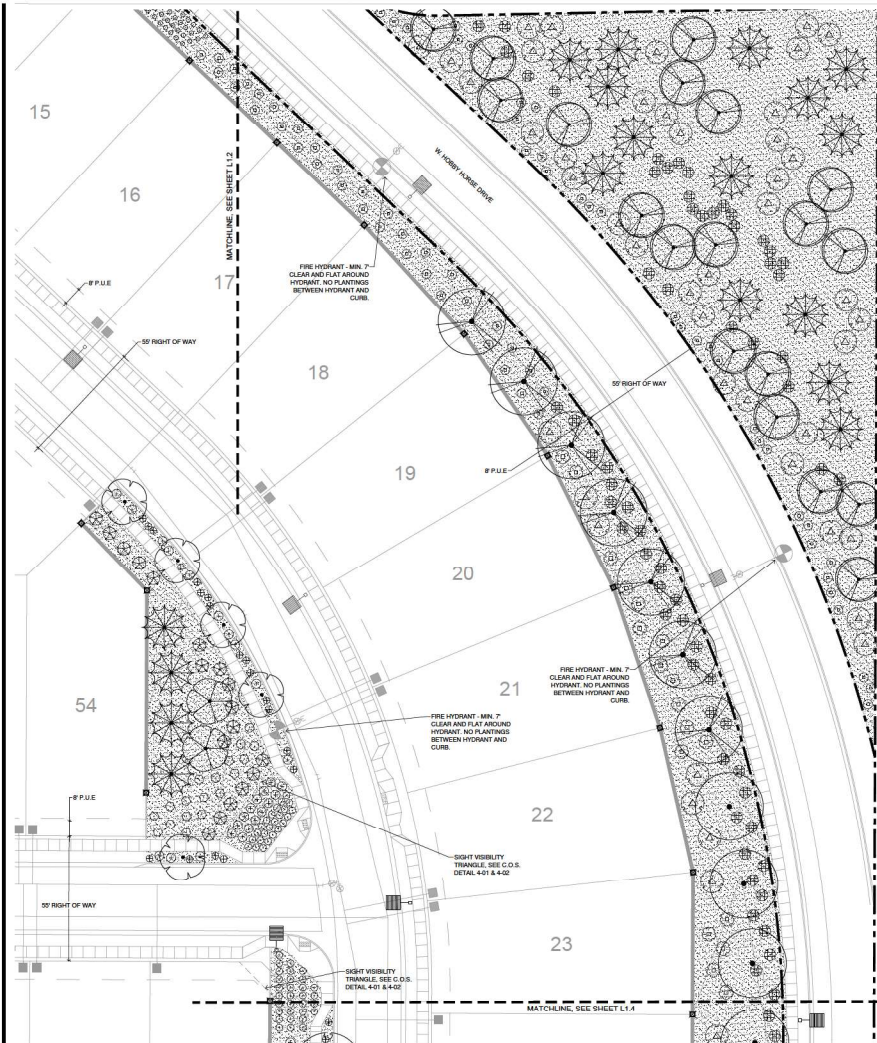
28. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS AND PROVED
29. TO BE IN ACCORDANCE WITH THE CITY ENGINEER, CITY PLANNING DEPARTMENT, AND
30. POSITIVE DRAINAGE AWAY FROM THE BUILDINGS IN ALL CONDITIONS. CONTRACTOR TO
31. PROVIDE A DRAINAGE PLAN TO THE CITY ENGINEER, CITY PLANNING DEPARTMENT, AND
32. THE CITY LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE START
33. OF THE TOP OF ADJACENT WALKS, CURBS AND HEADERS FOR PLANTER BEDS.
34. ALL EXISTING AND PROPOSED PLANTING SHALL BE IN ACCORDANCE WITH THE PLANS
35. UNDISTURBED AREAS DAMAGED OR DISTURBED TO BE RESTORED TO ITS ORIGINAL
36. CONDITION.

37. ALL PLANTING AREAS INDICATED ON THE LANDSCAPE PLANS SHALL RECEIVE A TOP
38. SOIL LAYER OF 12" OF TOP SOIL. TOP SOIL SHALL BE ANALYZED FOR pH, NUTRIENT
39. LEVELS, AND PLANTING MATERIALS. TOP SOIL SHALL BE ANALYZED FOR pH, NUTRIENT
40. LEVELS, AND PLANTING MATERIALS. TOP SOIL SHALL BE ANALYZED FOR pH, NUTRIENT
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99. LEVELS, AND PLANTING MATERIALS. TOP SOIL SHALL BE ANALYZED FOR pH, NUTRIENT
100. LEVELS, AND PLANTING MATERIALS. TOP SOIL SHALL BE ANALYZED FOR pH, NUTRIENT

SHEET L0.1	LANDSCAPE COVER SHEET
SHEET L0.2	OVERALL LANDSCAPE PLAN
SHEET L1.1	LANDSCAPE PLAN
SHEET L1.2	LANDSCAPE PLAN
SHEET L1.3	LANDSCAPE PLAN
SHEET L1.4	LANDSCAPE PLAN
SHEET L1.5	LANDSCAPE DETAILS
SHEET L1.6	LANDSCAPE MAINTENANCE SCHEDULE

SIZE	EMITTER ALLOCATION
15 GAL.	(3) 2 GPH OUTLETS
24" BOX	(4) 2 GPH OUTLETS
30" BOX	(5) 2 GPH OUTLETS
36" BOX	(6) 2 GPH OUTLETS
42" BOX	(7) 2 GPH OUTLETS
48" BOX	(8) 2 GPH OUTLETS
54" BOX	(9) 2 GPH OUTLETS
60" BOX	(10) 2 GPH OUTLETS
72" BOX	(12) 2 GPH OUTLETS





PLANT SCHEDULE			
SYMBOL	Botanical Name	COMMON NAME	SIZE
	Anemone	Wides	24" x 24"
	Aspidistra	White Beauty	24" x 24"
	Begonia Rex "The Queen"	Red Queen Rex	24" x 24"
	Calceolaria	Red Queen Rex	24" x 24"
	Cyclamen	Queen Rex Rex	24" x 24"
	Fuchsia "Queen Rex Rex"	Queen Rex Rex Rex	24" x 24"
	Geranium	Queen Rex Rex	24" x 24"
	Impatiens	Queen Rex Rex	24" x 24"
	Lantana	Queen Rex Rex	24" x 24"
	Marigold	Queen Rex Rex	24" x 24"
	Petunia	Queen Rex Rex	24" x 24"
	Salvia	Queen Rex Rex	24" x 24"
	Verbena	Queen Rex Rex	24" x 24"
	Zinnia	Queen Rex Rex	24" x 24"
	Begonia Rex "The Queen"	Red Queen Rex	24" x 24"
	Calceolaria	Red Queen Rex	24" x 24"
	Cyclamen	Queen Rex Rex	24" x 24"
	Fuchsia "Queen Rex Rex"	Queen Rex Rex Rex	24" x 24"
	Geranium	Queen Rex Rex	24" x 24"
	Impatiens	Queen Rex Rex	24" x 24"
	Lantana	Queen Rex Rex	24" x 24"
	Marigold	Queen Rex Rex	24" x 24"
	Petunia	Queen Rex Rex	24" x 24"
	Salvia	Queen Rex Rex	24" x 24"
	Verbena	Queen Rex Rex	24" x 24"
	Zinnia	Queen Rex Rex	24" x 24"
	Begonia Rex "The Queen"	Red Queen Rex	24" x 24"
	Calceolaria	Red Queen Rex	24" x 24"
	Cyclamen	Queen Rex Rex	24" x 24"
	Fuchsia "Queen Rex Rex"	Queen Rex Rex Rex	24" x 24"
	Geranium	Queen Rex Rex	24" x 24"
	Impatiens	Queen Rex Rex	24" x 24"
	Lantana	Queen Rex Rex	24" x 24"
	Marigold	Queen Rex Rex	24" x 24"
	Petunia	Queen Rex Rex	24" x 24"
	Salvia	Queen Rex Rex	24" x 24"
	Verbena	Queen Rex Rex	24" x 24"
	Zinnia	Queen Rex Rex	24" x 24"
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	Zinnia	Queen Rex Rex	24" x 24"
	Begonia Rex "The Queen"	Red Queen Rex	24" x 24"
	Calceolaria	Red Queen Rex	24" x 24"
	Cyclamen	Queen Rex Rex	24" x 24"
	Fuchsia "Queen Rex Rex"	Queen Rex Rex Rex	24" x 24"</



RIO RANCHO
PHASE 1A.2
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR

DATE:	JUNE 2019
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	

SHEET TITLE:
**LANDSCAPE
PLAN**

4444 JGIM

L1.3



FS18-523 Rio Rancho Estates Parcel 1A.2 Final Plat

City Council – October 20, 2020



VICINITY MAP

FS18-523
Rio Rancho 1A.2



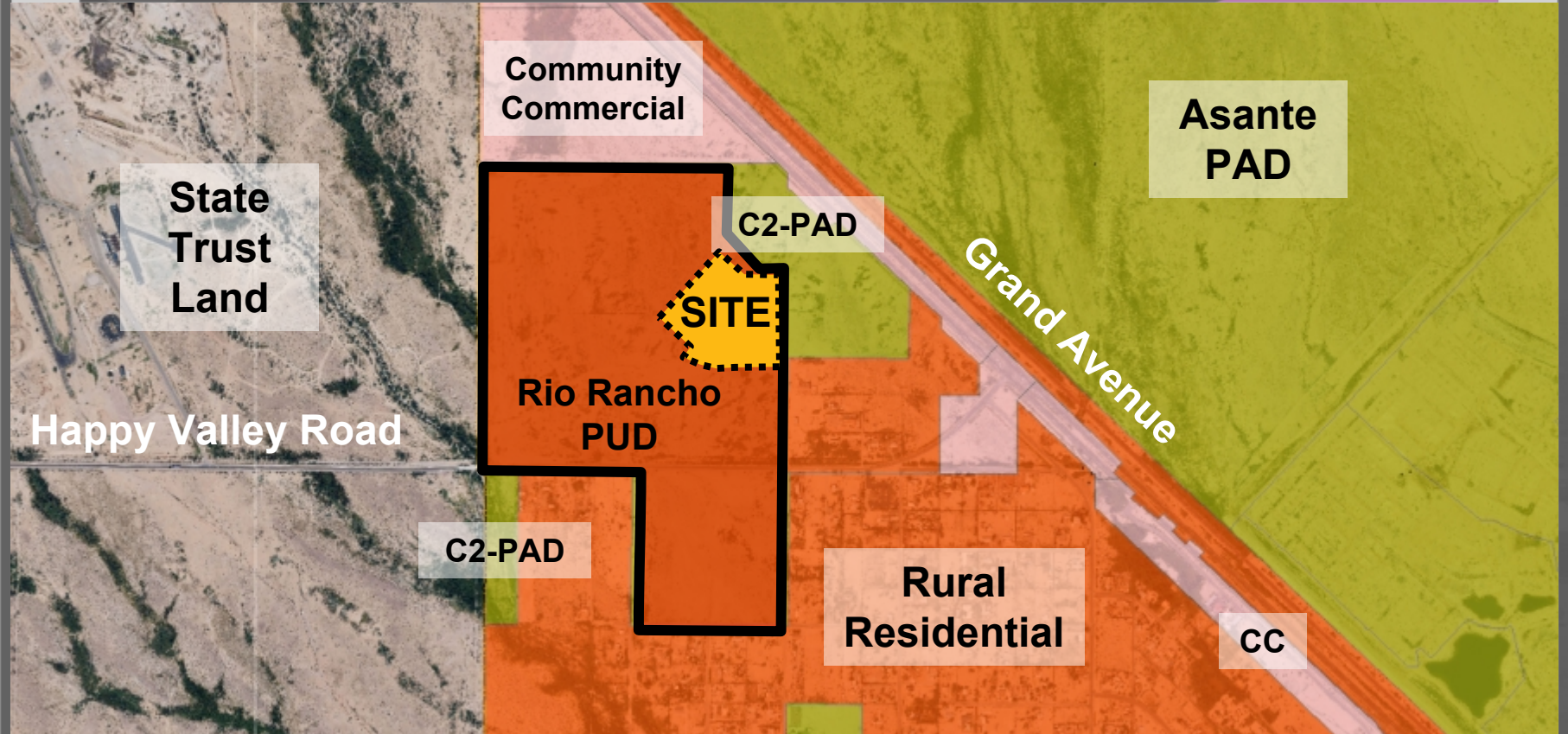
CASE MAP

FS18-523
Rio Rancho 1A.2



ZONING MAP

FS18-523
Rio Rancho 1A.2



All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the G to and Salt River Base and Meridian, Western County, Arizona, and better more completely described as follows: to-wit:

COMMENTS of a found 3" Merlupo County Department of Transportation brass cap on concrete base for the West Quarter corner of said Section 3, from which a found 2" Merlupo County aluminum cap on bar for the East Quarter corner of said Section 3 bears south 89 deg. 46 min. 33 sec. East (Back of Bearings) - 5026.03 feet.

THENCE South 09 deg. 46 min. 53 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 2105.00 feet,

197	199, P2
1	0036
2	0098
3	0095
4	0095
5	0095
6	0095
7	0095
8	0095
9	0095
10	0095
11	0095
12	0095
13	0095
14	0003
15	0095
16	0095
17	0092
18	0092
19	0092
20	0092
21	0092
22	0092
23	0092
24	0092
25	0092
26	0095
27	0095
28	0095
29	0095
30	0095
31	0095
32	0095
33	0095
34	0095
35	0095

AGE	199. 77
35	6659
37	7362
38	7094
40	7949
41	8095
42	8095
43	8095
44	8008
45	8008
46	8095
47	8095
48	8453
50	7260
51	7260
52	8154
53	8008
54	8453
55	8008
56	8095
57	8032
58	8025
59	8095
60	8095
61	8095
62	8095
TOTAL	557, 66

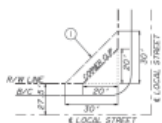
LAND USE TABLE	
GROSS ACREAGE (TO BOUNDARY LINE)	14.173 ACRES
AREA OF PUBLIC STREETS	3.707 ACRES
NET ACREAGE	11.566 ACRES
AREA OF TRACTS	1.332 ACRES
TOTAL NUMBER OF LOTS	62 LOTS
OVERALL DENSITY	4.37 DU / "GROSS" ACRE
AVERAGE AREA PER LOT	6,416 SQUARE FEET
PERCENTAGE OF OPEN SPACE	19.4%

RIO RANCHO ESTATES PRELIMINARY PLAT CONFORMANCE								
PARCEL	CASE	LOT WIDTH				TOTAL	PP TOTAL	DIFFERENCE
		46'	55'	56'	63'			
18.2	PG00-523	0	62	0	0	62	62	0

RESIDENTIAL DEVELOPMENT STANDARDS				CASE NUMBER: PS17-258				
ZONING DISTRICT	MINIMUM LOT SIZE		MINIMUM DEPTH	BUILDING HEIGHT	MINIMUM YARD SETBACKS			
	AREA	WIDTH			FRONT	SIDE	TOTAL SIDE	REAR
PUD-RM-E	6,000	50	100'	35	12'/20'	5	15	20

NOTE:
1. FRONT FACING GARAGES SHALL HAVE A MINIMUM 21-FOOT FRONT YARD SETBACK
2. MAXIMUM COVERAGE OF 55% FOR ALL ZONING DISTRICTS.

	AREA (SQ. FT.)	AREA ACRES
GROSS ACREAGE	67,567	1.539 AC.
RIGHT-OF-WAY	64,477	1.477 AC.
AREA OF LOTS	59,996	1.364 AC.
AREA OF TRACT	59,996	1.364 AC.



NOTE:
1. 1 DETAIL PERTAINS TO ALL LOCAL
INTERSECTIONS.

2.1 ARTERIAL STREET INTERSECTIONS

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

LOCAL SIGHT VISIBILITY TRIANGLES PER C.O.S. DETAIL 4-02

OVR
L.S.

H.O.A. HOME OWNERS ASSOCIATION

LEGEND	
●	FOUND MONUMENT AS NOTED
—	SET CORNER OF TRAIL PLAT FOR NAD. STATION 100 TO 119° 12'
—	SET BRASS CUP PILEDR FOR NAD. STATION 120 TO 119° 12'
○	CALCULATED POINT, NOTHING FOUND AND NOTHING SET
—	MEASURED
—	RECORD
W.E.	WATER EVIDENCE
M.S.E.	WATER IS SENSIBLE EVIDENCE
P.U.E.	PUBLIC UTILITY EVIDENCE
V.A.N.	VEHICULAR NON-ACCESS EVIDENCE
RD-7	RD-7-9 HWY
NC	NORTH CAROLINA COUNTY RECORDS
BN	BOOK
PG	PAGE
—	PLAT BOUNDARY LINE
—	SET-79 HWY LINE
—	EASEMENT LINE
—	SECTION LINE
—	CENTER LINE
—	NATCH LINE

[illegible]

ORIGINAL PLAT ON "RIO RANCHO ESTATES, PARCEL 1A.2"

CASE NO. _____

FINAL PLAT

PREPARED BY:

SURVEYED BY:

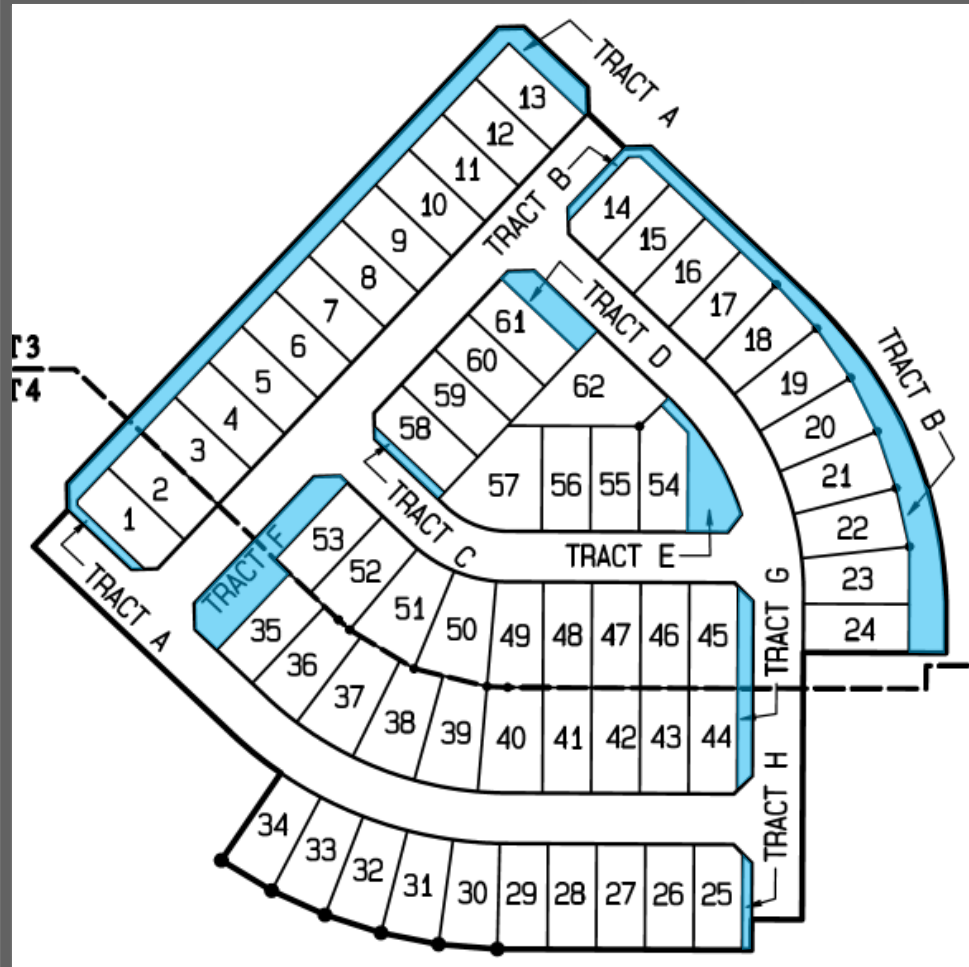
GOODWIN
MARSHALL

ONLINE - FLAMINGO - BURNING

2705 South Alma School Road, Suite 2
Chandler, Arizona 85286
(602) 218-7285







SUDC - 20.00%
PUD - 20.63%

SITE

- 1.33 acres
- 9.38%

Active

- 0.00 ac.
- 0.00%

Passive

- 1.33 ac.
- 100.00%

OPEN SPACE



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 2020 Contact Person: Hobart Wingard, PLANNER II
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 the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 3A", generally located on the northwest corner of 185th Drive and Swayback Pass; Case FS18-662.

Motion:

I move to approve the Final Plat entitled, "Rio Rancho Estates, Parcel 3A."

Background:

Goodwin and Marshall, Inc., on behalf of Forestar USA Real Estate Group, Inc., seeks approval of a Final Plat for a 97 lot single-family residential subdivision in Parcel 3A of the Rio Rancho Estates PUD.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The requested Final Plat is consistent with the Rio Rancho Estates PUD 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 - FS18-662 - Rio Rancho 3A FP - CC Staff Report - 102020
 2. 01 - FS18-662 - Rio Rancho 3A FP - Vicinity Map - 102020
 3. 02 - FS18-662 - Rio Rancho 3A FP - Case Map - 102020
 4. 03 - FS18-662 - Rio Rancho 3A FP - Plat - 102020
 5. 04 - FS18-662 - Rio Rancho 3A FP - Landscape - 102020
 6. PP - FS18-662 - Rio Rancho 3A FP - CC PowerPoint - 102020
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS18-662

Project Name: Rio Rancho Parcel 3A Final Plat

Council District: 1 - Acacia

City Council Date: October 20, 2020

Planner: Hobart Wingard, Planner II

Owner: Forestar USA Real Estate Group, Inc.

Applicant: Matthew Goodwin of Goodwin and Marshall, Inc.

Request: Final Plat for a 97 lot, single-family subdivision in Parcel 3A of the Rio Rancho Estates PUD

Site Location: Generally, on the northwest corner of 185th Drive and Swayback Pass.

Site Size: 29.68 acres (approx.)

Density: 3.27 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Rio Rancho Estates PUD as approved under case FS17-259.
- The Final Plat is consistent with the Preliminary Plat approved under case FS18-071.

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:

43

44 Goodwin and Marshall, Inc., on behalf of Forestar USA Real Estate Group, Inc., requests approval of
45 the Final Plat for Rio Rancho Estates, Parcel 3A. The subject property is approximately 29.68 acres
46 and it is located on the northwest corner of 185th Drive and Swayback Pass. The subject property is
47 zoned RL-5-PUD.

48

49 The applicant proposes 97 single-family lots for a total density of 3.27 dwelling units per acre. The
50 typical lot proposed is 63' x 120'. This plat includes a total of 6.60 acres of open space.

51

52 The proposed Final Plat is in compliance with the approved Rio Rancho Estates PUD approved under
53 Case FS17-259 and the preliminary plat approved under case FS18-071.

54

55 **Attachments:**

56

57 01 Vicinity Map

58 02 Case Map

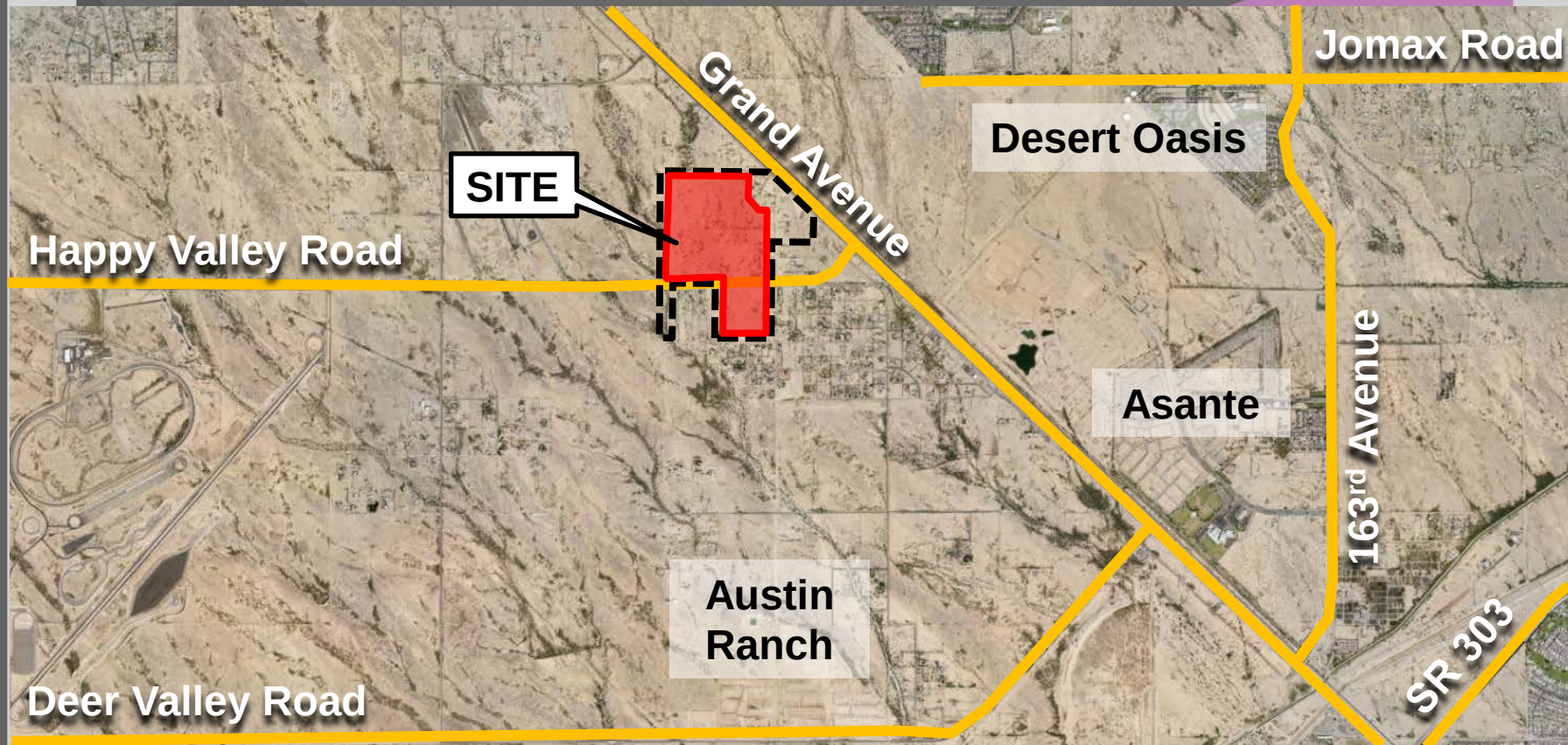
59 03 Final Plat

60 04 Landscape Plans



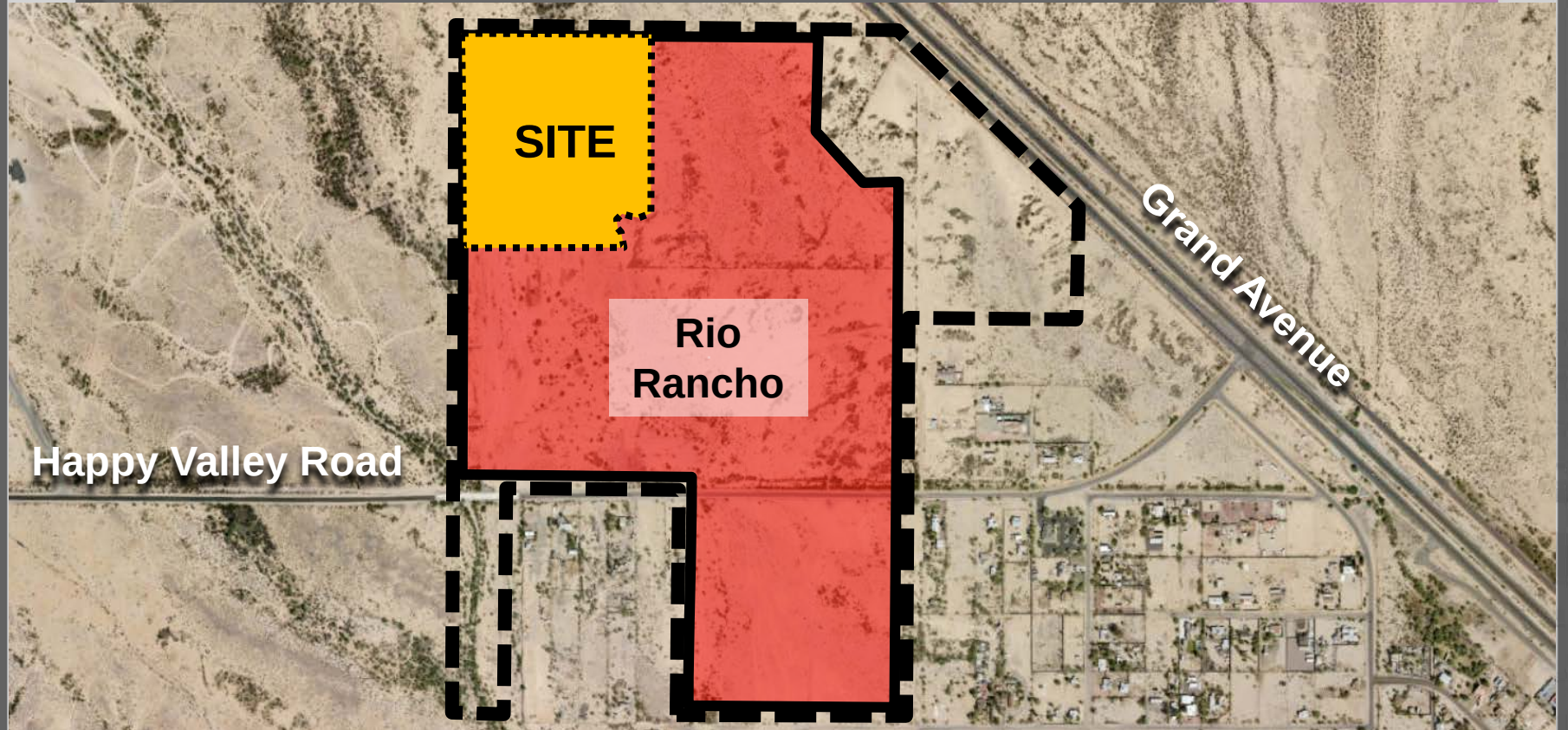
VICINITY MAP

FS18-662
Rio Rancho 3A



CASE MAP

FS18-662
Rio Rancho 3A



DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT OF "RIO RANCHO ESTATES" PARCEL 3A" SURPRISE, ARIZONA, A REPLAT OF PARCEL 3A OF THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, 8 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 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 SAID "RIO RANCHO ESTATES" PARCEL 3A" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF SURPRISE FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, 8 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS FINAL PLAT.

OWNER, HEREBY DEDICATES TO THE CITY THE RIGHTS-OF-WAY AS SHOWN HEREON.

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 NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER, HEREBY DEDICATES 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 FIELDS.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, A PUBLIC RECREATION/TRAIL EASEMENT FOR BICYCLING AND OTHER NON-MOTORIZED FORMS OF PEDESTRIAN 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.

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

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.

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.

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

THE EASEMENTS GRANTED WITHIN THIS DEDICATION AS 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 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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, AND O ARE HEREBY DEDICATED TO A FUTURE HOMEOWNER'S ASSOCIATION AND ARE DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREIN ON PAGE 2 OF THIS FINAL PLAT AND SUBJECT TO THE EASEMENTS DEDICATED TO THE CITY OF SURPRISE.

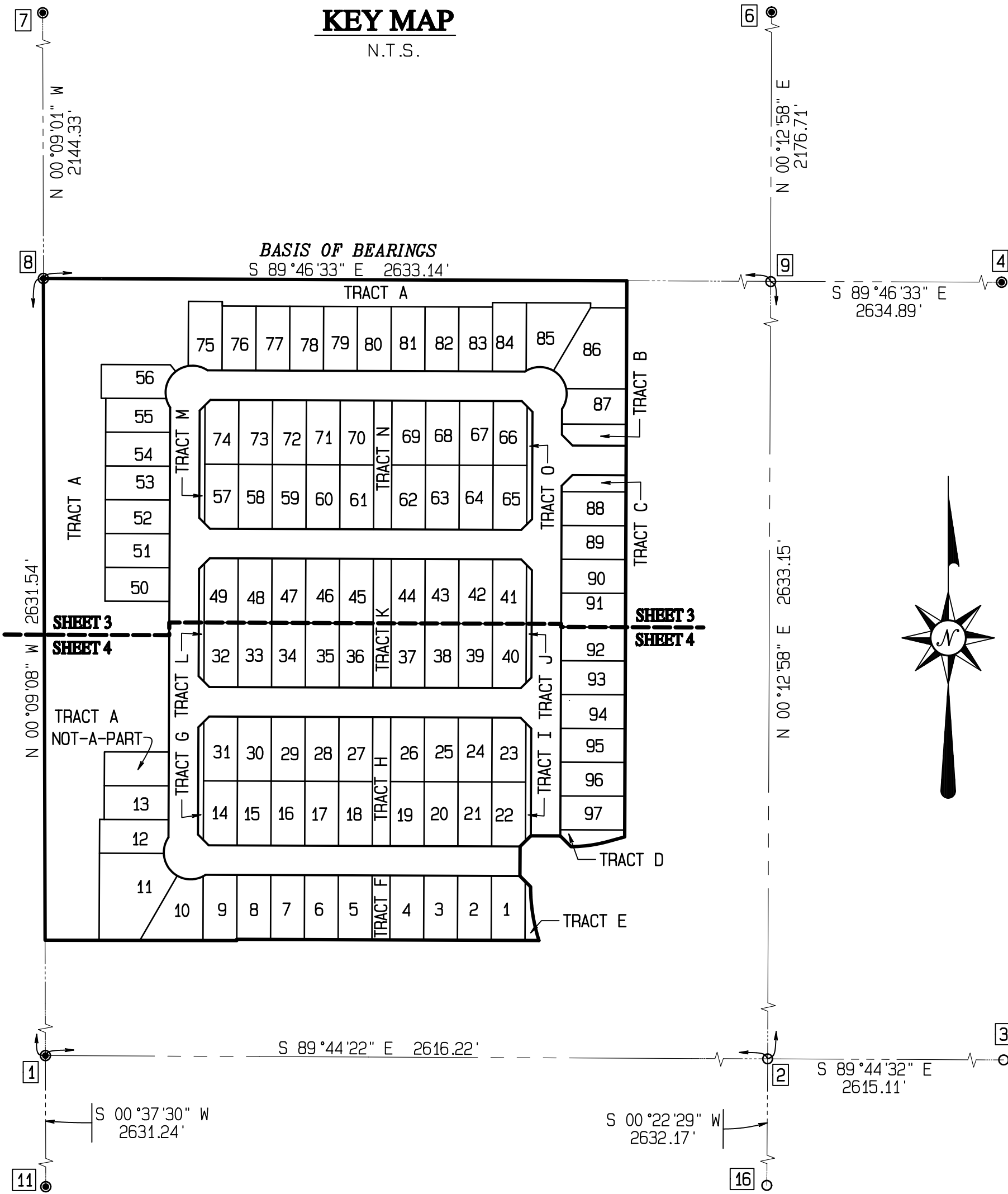
IN WITNESS WHEREOF:
FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS ____ DAY OF _____, 20____.

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

BY: _____
BRIAN KONDERIK, DIVISION PRESIDENT

FINAL PLAT
"RIO RANCHO ESTATES, PARCEL 3A"
SURPRISE, ARIZONA

A REPLAT OF PARCEL 3A OF THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, & 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



BASIS OF BEARINGS

NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST AS SHOWN ON THE UNRECORDED ALTA/NSPS LAND TITLE SURVEY PREPARED BY ARIZONA SURVEYING AND MAPPING, DATED JANUARY 19, 2018 JOB NO. P17-333, SAID BEARINGS BEING SOUTH 89°46'33" EAST AS MEASURED BETWEEN MONUMENT NUMBER 8 AND 4 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES.

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED BRIAN KONDERIK, PERSONALLY APPEARED, WHO ACKNOWLEDGED HIMSELF TO BE THE DIVISION PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN 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.

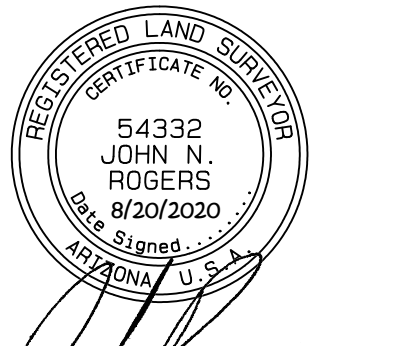
SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE, AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS. ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BY:
LANCE C. DICKSON, R.L.S. #46643
ARIZONA SURVEYING AND MAPPING
2411 W. NORTHERN, SUITE 110
PHOENIX, ARIZONA 85021
(602) 246-9919

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.



BY:
JOHN N. ROGERS, R.L.S. #54332
GOODWIN AND MARSHALL, INC.
2705 S. ALMA SCHOOL RD., SUITE 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF 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.

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS DAY ____ OF _____, 20____, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED BY: _____ DATE: _____
CITY ENGINEER

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS DAY ____ OF _____, 20____.

APPROVED BY: _____ DATE: _____
MAYOR

ATTESTED BY: _____ DATE: _____
CLERK

RELEASE OF LIABILITY

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE 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. 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.

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE 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 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.

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.

NOTES

1. NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS, AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
3. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
6. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "A" AND "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1202L 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.
7. IN ACCORDANCE WITH A.R.S. SS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. SS 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.
9. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE RIO RANCHO ESTATES PRELIMINARY PLAT, APPROVED OCTOBER 16, 2018 UNDER CASE NO. FS18-071.

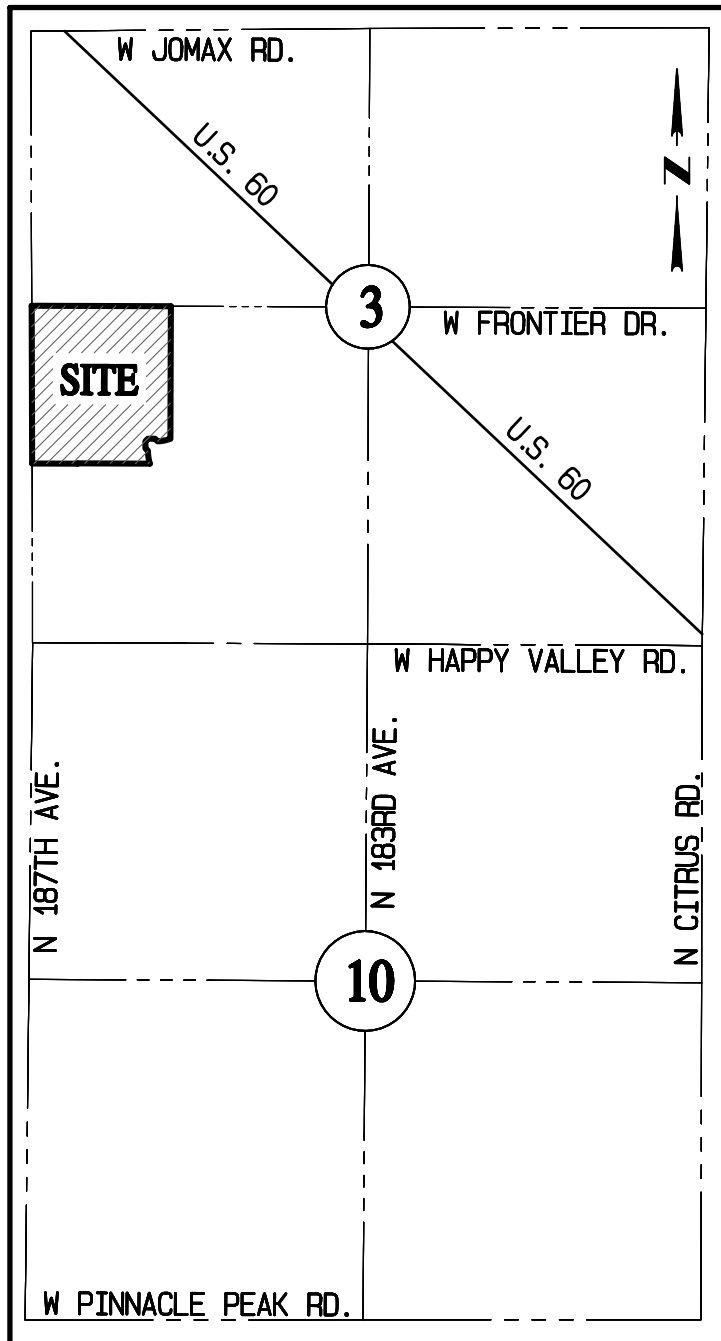
CERTIFICATE OF ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-401762.0000 MAY 08, 2008
CERTIFICATE NUMBER DATE

OWNER:

FORESTAR (USA) REAL ESTATE GROUP INC.
20410 NORTH 19TH AVENUE
SUITE 100
PHOENIX, ARIZONA 85027
(480) 368-2357



VICINITY MAP

N.T.S.

SHEET INDEX

SHEET 1	COVER
SHEET 2	LOT SUMMARY TABLE, TRACT SUMMARY TABLE, LEGAL DESCRIPTION, AND DETAILS
SHEET 3-4	TYPICAL PLAT PLAN SHEETS LINE & CURVE TABLES

PREPARED AUGUST 2020

SHEET 1 OF 4

PREPARED BY:

GOODWIN & MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 South Alma School Road, Suite 2
Chandler, Arizona 85286
(602) 218-7285

SURVEYED BY:



2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246-9919

FINAL PLAT OF "RIO RANCHO ESTATES, PARCEL 3A"

CASE NO. FS18-0662

W:\10692A - Rio Rancho\COGO\PARCEL 3A\3A FPLAT.pro Plotted: Tue Aug 18 15:52:42 2020

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 1087.79 feet,

THENCE South 74 deg. 37 min. 38 sec. West, a distance of 31.91 feet to a Point of Curvature of a circular curve to the right, having a radius of 272.50 feet, a central angle of 14 deg. 45 min. 22 sec., and being subtended by a chord which bears South 82 deg. 00 min. 19 sec. West - 69.99 feet;

THENCE North 44 deg. 49 min. 05 sec. West non-tangent to said curve, a distance of 28.26 feet,

THENCE South 45 deg. 13 min. 27 sec. West, a distance of 28.28 feet,

THENCE South 44 deg. 46 min. 40 sec. East, a distance of 28.29 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 327.50 feet, a central angle of 17 deg. 47 min. 13 sec., and being subtended by a chord which bears South 08 deg. 49 min. 50 sec. East - 101.26 feet,

THENCE North 89 deg. 46 min. 33 sec. West non-tangent to said curve, a distance of 563.42 feet,

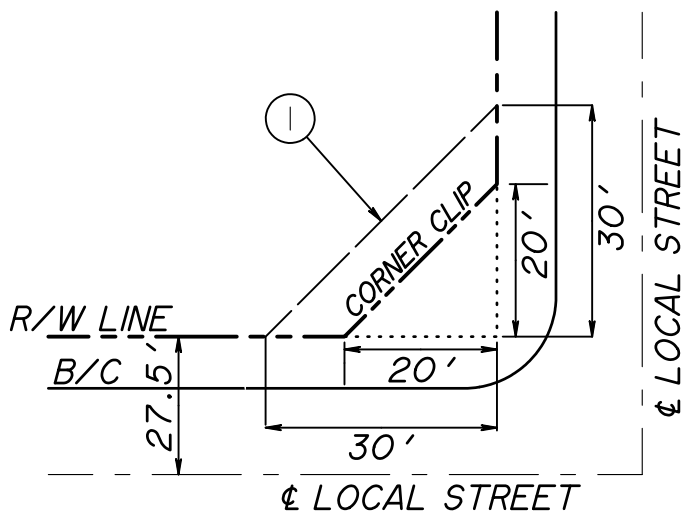
THENCE North 89 deg. 52 min. 55 sec. West, a distance of 357.21 feet to the West line of the Southwest Quarter of said Section 3, from which a found 1/2" rebar stamped "RLS# 38863" for the Southwest corner of said Section 3 bears South 00 deg. 09 min. 08 sec. East - 1398.40 feet,

EXCEPT FROM THEREOF:

Tract C of the Amendment to the Master Plat of Rio Rancho Estates Parcels 1A.A, 1A.2, 2A, 2B, 3A, & 3B, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona recorded in Book 1513 of Maps, Page 23.

LEAVING A NET AREA OF 1,292,874 SQUARE FEET OR 29.680 ACRES OF LAND, MOE OR LESS.

- 1 FOUND 1/2" REBAR RLS# 38863 LOCALLY ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 3, T4N, R2W, SHOWN IN LAND DIVISION SURVEY BOOK 1110, PAGE 49, M.C.R.
- 2 CALCULATED POSITION OF THE SOUTH QUARTER CORNER OF SECTION 3, T4N, R2W PER BOOK 988 OF MAPS, PAGE 24, M.C.R., MAG. STD. DTL. TYPE "A" WILL BE SET AFTER FINAL IMPROVEMENTS TO WEST HAPPY VALLEY ROAD ARE IN PLACE.
- 3 CALCULATED POSITION OF SOUTHEAST CORNER OF SECTION 3, T4N, R2W BASED ON REFERENCE MONUMENTS PER PLSS SUBDIVISION MAP BOOK 1029 OF SURVEYS, PAGE 48, M.C.R.
- 4 FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE EAST QUARTER CORNER OF SECTION 3, T4N, R2W RLS# 35832 DATED 2004
- 6 FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE NORTH QUARTER CORNER OF SECTION 3, T4N, R2W RLS# 35832 DATED 2004
- 7 FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE AT THE NORTHWEST CORNER OF SECTION 3, T4N, R2W
- 8 FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN CONCRETE BASE AT THE WEST QUARTER CORNER OF SECTION 3, T4N, R2W
- 9 CALCULATED CENTER OF SECTION 3, T4N, R2W
- 11 FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE WEST QUARTER CORNER OF SECTION 10, T4N, R2W RLS# 35832 DATED 2004
- 16 CALCULATED CENTER OF SECTION 10, T4N, R2W
- 19 FOUND ALUMINUM CAPPED ROD DATED, 2004 RLS# 35832
- 20 FOUND 5/8" REBAR



NOTE:
DETAIL PERTAINS TO ALL LOCAL
INTERSECTIONS.

① = 30' X 30' SIGHT VISIBILITY TRIANGLE

N.T.S.

GROSS ACREAGE (TO BOUNDARY LINE)	29.680 ACRES
AREA OF PUBLIC STREETS	5.638 ACRES
NET ACREAGE	24.042 ACRES
AREA OF TRACTS	6.606 ACRES
TOTAL NUMBER OF LOTS	97 LOTS
OVERALL DENSITY	3.27 DU/ "GROSS" ACRE
AVERAGE AREA PER LOT	7,830 SQUARE FEET
PERCENTAGE OF OPEN SPACE	22.3%

	AREA (SQ. FT.)	AREA ACRES
GROSS ACREAGE	1,292,874	29.680 AC.
RIGHT-OF-WAY	245,607	5.638 AC.
AREA OF LOTS	759,505	17.436 AC.
AREA OF TRACTS	287,762	6.606 AC.

PARCEL	CASE	LOT WIDTH				TOTAL	PP TOTAL	DIFFERENCE
		48'	53'	58'	63'			
3A	FS18-662	0	0	0	98	98	98	0

* = DENOTE LOTS MEASURED AT 20' FRONT BUILDING LINE ON VARIOUS PLAT SHEETS.

CASE NUMBER: FS17-259

ZONING DISTRICT	MINIMUM LOT SIZE		MINIMUM DEPTH	BUILDING HEIGHT	MINIMUM YARD SETBACKS			
	AREA	WIDTH			FRONT	SIDE	TOTAL SIDE	REAR
PUD-RL-5	7,200	60	100'	35	15	5	13	20

NOTE:
1.) FRONT FACING GARAGES SHALL HAVE A MINIMUM 21-FOOT FRONT YARD SETBACK.
2.) MAXIMUM COVERAGE OF 55% FOR ALL ZONING DISTRICTS.

TRACT	AREA (SQ. FT.)	USAGE	MAINTENANCE RESPONSIBILITY
A	234436	L.S., D/R, P.A.E., TRAIL	H.O.A.
B	4600	L.S.	H.O.A.
C	3520	L.S.	H.O.A.
D	2896	L.S., D/R, TRAIL	H.O.A.
E	1581	L.S.	H.O.A.
F	4018	L.S.	H.O.A.
G	2100	L.S., D/R, TRAIL	H.O.A.
H	8037	L.S.	H.O.A.
I	2100	L.S.	H.O.A.
J	2100	L.S., D/R, TRAIL	H.O.A.
K	8037	L.S.	H.O.A.
L	2100	L.S., D/R, TRAIL	H.O.A.
M	2100	L.S.	H.O.A.
N	8037	L.S.	H.O.A.
O	2100	L.S.	H.O.A.
287,762 TOTAL AREA OF TRACTS (SQ. FT.)			

L.S. LANDSCAPE
D/R DRAINAGE/RETENTION
P.A.E. PUBLIC ACCESS EASEMENT

H.O.A. HOME OWNERS ASSOCIATION

●	FOUND MONUMENT AS NOTED
●	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120 TYPE "C"
⊙	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120 TYPE "B"
○	CALCULATED POINT. NOTHING FOUND AND NOTHING SET
(M)	MEASURED
(R)	RECORD
W.E.	WATER EASEMENT
W.S.E.	WATER & SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT-OF-WAY
MCR	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
—	PLAT BOUNDARY LINE
— — — —	RIGHT-OF-WAY LINE
— · — · —	EASEMENT LINE
- - - - -	SECTION LINE
- - - - -	CENTER LINE
- - - - -	MATCH LINE

PREPARED BY:

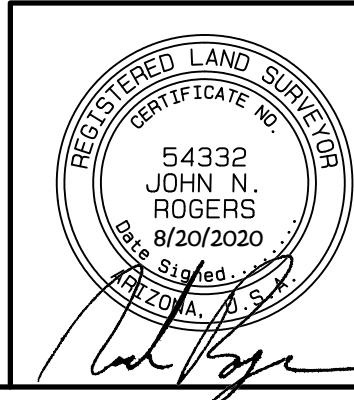
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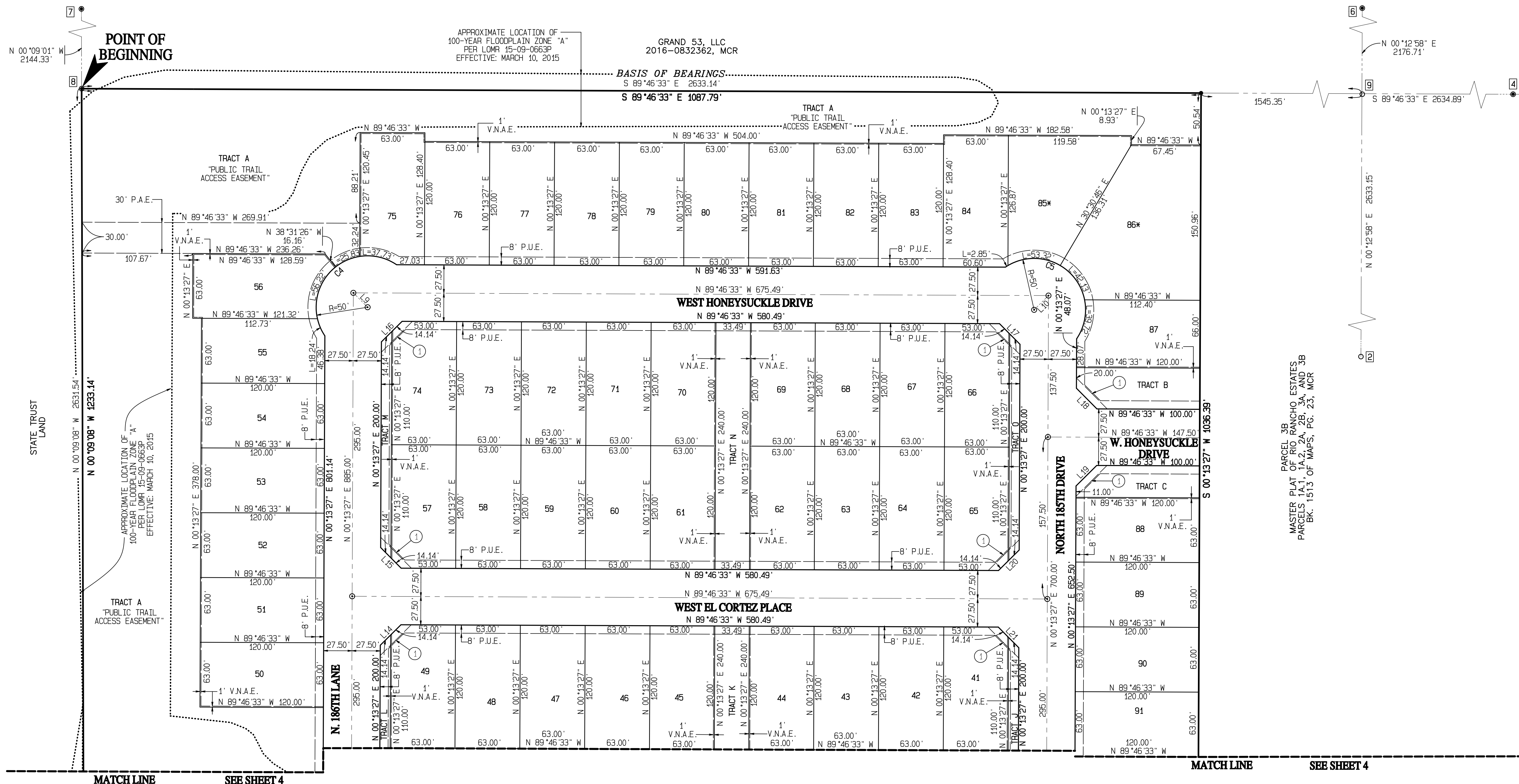
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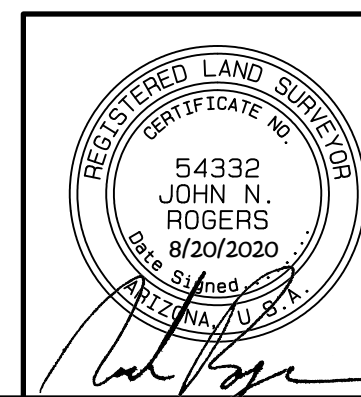


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S74°37'38\"	31.91'
L2	N44°49'05\"	28.26'
L3	N89°46'33\"	55.00'
L4	S45°13'27\"	28.28'
L5	S00°13'27\"	55.00'
L6	S44°46'40\"	28.29'
L7	S00°13'27\"	2.45'
L8	N45°13'27\"	19.68'
L9	N44°46'33\"	19.68'
L10	N45°13'27\"	19.68'
L11	N44°46'33\"	28.28'
L12	N45°13'27\"	28.28'
L13	N44°46'33\"	28.28'
L14	N45°13'27\"	28.28'
L15	N44°46'33\"	28.28'
L16	N45°13'27\"	28.28'
L17	S44°46'33\"	28.28'
L18	S44°46'33\"	28.28'
L19	N45°13'27\"	28.28'
L20	S45°13'27\"	28.28'
L21	N44°46'33\"	28.28'
L22	S45°13'27\"	28.28'
L23	N44°46'33\"	28.28'

CURVE TABLE				
CURVE	RADIUS	APC	DELTA	CHORD BEARING
C1	272.50'	70.18'	14°45'22\"	S82°00'19\"
C2	327.50'	101.67'	17°47'13\"	S08°49'50\"
C3	50.00'	138.02'	158°09'41\"	S44°46'33\"
C4	50.00'	138.02'	158°09'41\"	N45°13'27\"
C5	50.00'	138.02'	158°09'41\"	N44°46'33\"

* = DENOTE LOTS MEASURED AT 20' FRONT BUILDING LINE.

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT
SEE SHEET TWO FOR DETAIL



PREPARED AUGUST 2020 SHEET 3 OF 4

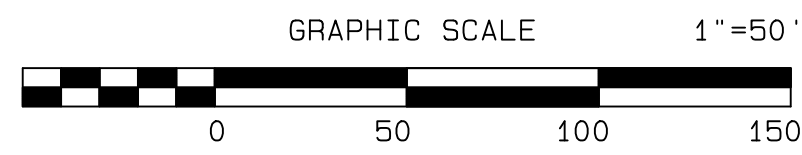
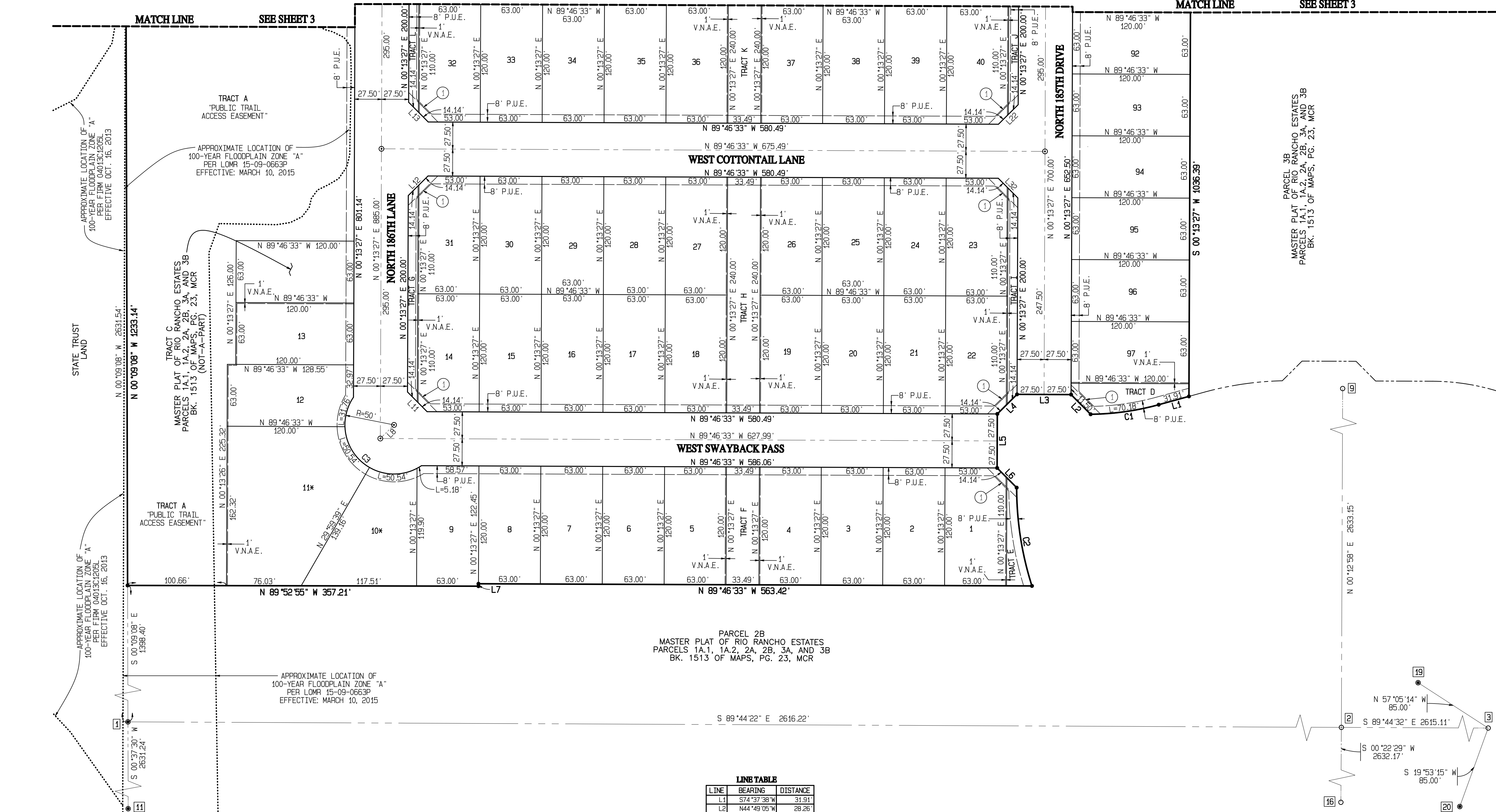
PREPARED BY:
GOODWIN & MARSHALL
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(602) 218-7285

SURVEYED BY:
ASAM
Arizona Surveying & Mapping
2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246-9919

FINAL PLAT OF "RIO RANCHO ESTATES, PARCEL 3A"

CASE NO. FS18-662

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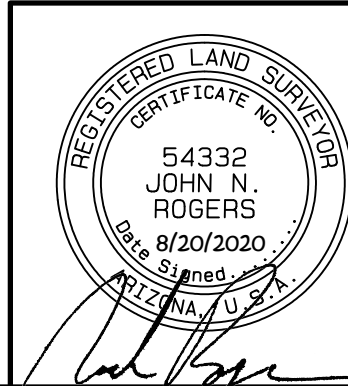


CURVE TABLE				
CURVE	RADIUS	ARC	DELTA	CHORD BEARING
C1	272.50'	70.18'	14°45'22"	S82°00'19"W 69.99'
C2	327.50'	101.67'	17°47'13"	S08°49'50"E 101.26'
C3	50.00'	138.02'	158°09'41"	S44°46'33"E 98.19'
C4	50.00'	138.02'	158°09'41"	N45°13'27"E 98.19'
C5	50.00'	138.02'	158°09'41"	N44°46'33"W 98.19'

LINE TABLE		
LINE	BEARING	DISTANCE
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L6	S44°46'40"E	28.29'
L7	S80°14'40"E	2.45'
L8	N45°13'27"E	49.68'
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L12	N45°13'27"E	28.28'
L13	N44°46'33"W	28.28'
L14	N45°13'27"E	28.28'
L15	N44°46'33"W	28.28'
L16	N45°13'27"E	28.28'
L17	S44°46'33"E	28.28'
L18	S44°46'33"E	28.28'
L19	N45°13'27"E	28.28'
L20	S45°13'27"W	28.28'
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L23	N44°46'33"W	28.28'

* = DENOTE LOTS MEASURED AT 20' FRONT BUILDING LINE.

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT
SEE SHEET TWO FOR DETAIL



PREPARED AUGUST 2020 SHEET 4 OF 4

PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

SURVEYED BY:
AS&M
Arizona Surveying & Mapping

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RIO RANCHO

Phase 3A Hardscape Construction Documents

Hardscape Quantities:

	Type	Units	Quantity
Concrete			
OPEN SPACE SIDEWALK	GREY	S.F.	4,400
Masonry Walls			
COMMUNITY WALL	8'-0"	L.F.	4,410
PARTIAL VIEW WALL	8'-0"	L.F.	1,330
CNU COLUMN	8'-0"	EA.	75

1. QUANTITIES ARE FOR REFERENCE PURPOSES ONLY.
2. WALLS, RAMADAS AND OTHER AMENITIES SHALL BE SUBMITTED TO BUILDING SAFETY FOR REVIEW, APPROVAL, PERMITTING AND INSPECTION

Callout Notes:

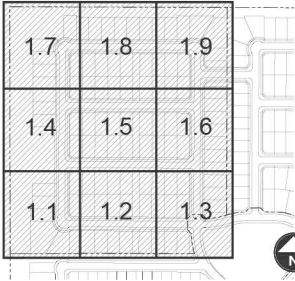
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ALL SIDEWALKS LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED FROM THE APPROVED CIVIL ENGINEERING PLANS.

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KEY MAP:



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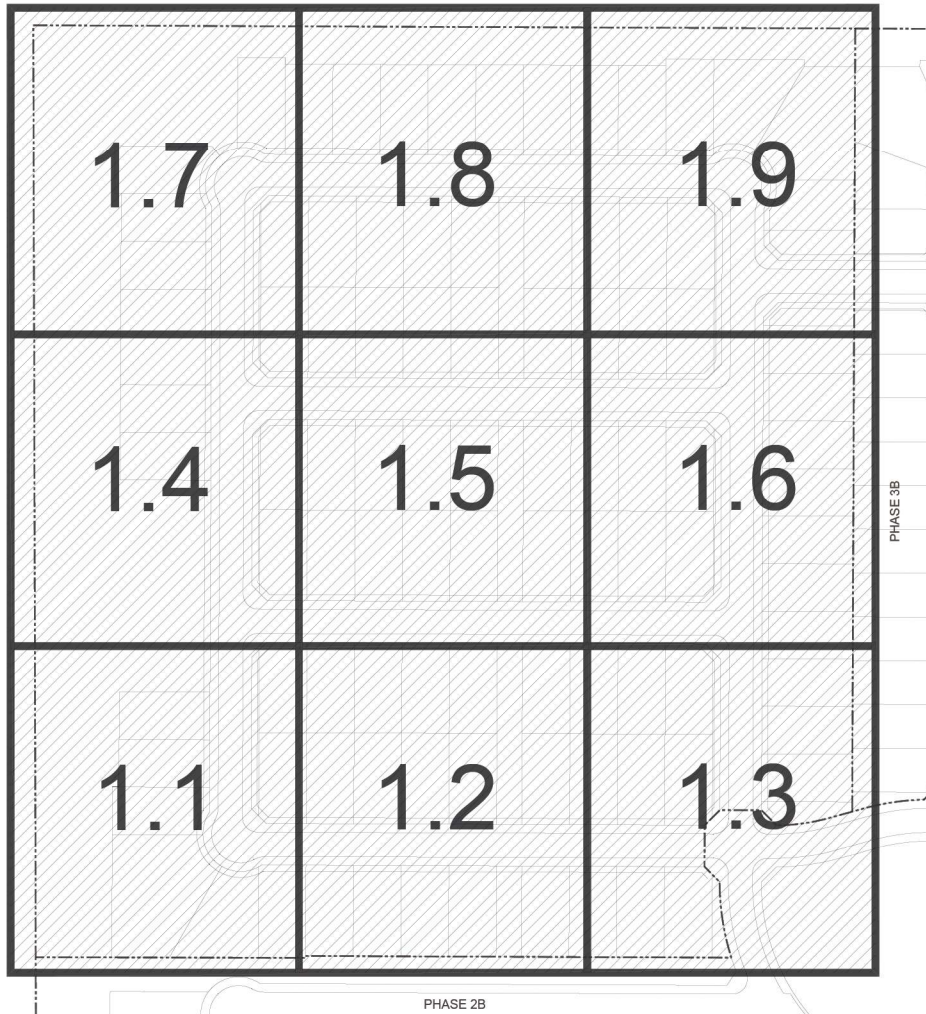
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VERSION:
REVISIONS:

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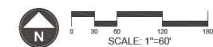
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H0.1



Callout Notes:

- 1 COMMUNITY WALL (TYP.)
SEE DETAIL 4 - 5, SHEET H1.10
- 2 PARTIAL VIEW WALL
SEE DETAIL 7 - 8, SHEET H1.10
- 3 CMU COLUMN (TYP.)
SEE DETAIL 6, SHEET H1.10
- 4 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 5 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAILS 2 - 3, SHEET H1.10
- 6 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 7 4" X 6" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.10
- 8 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 9 LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02



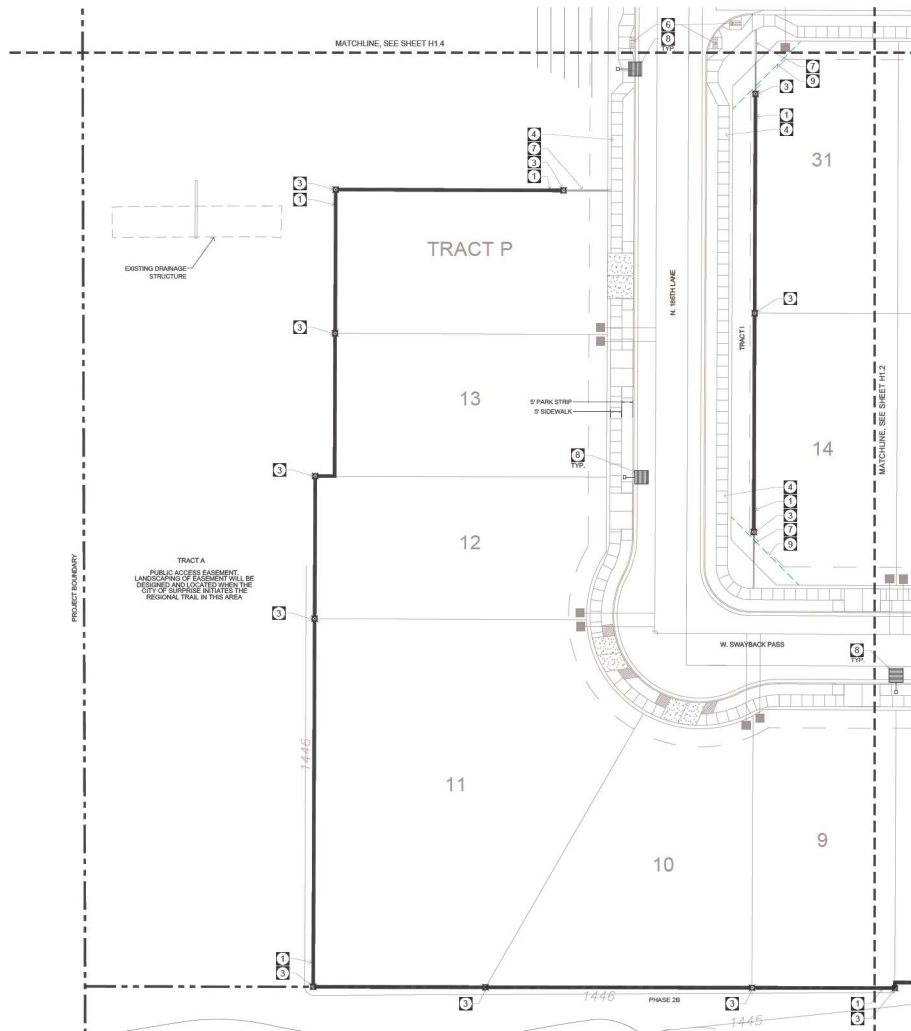
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VERSION:
REVISIONS:

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HARDSCAPE PLAN
SHEET NO.: H0.2



KEY MAP:



Callout Notes:

- 1 COMMUNITY WALL (TYP.)
SEE DETAIL 4 - 8, SHEET H1.10
- 2 PARTIAL VIEW WALL
SEE DETAIL 7 - 8, SHEET H1.10
- 3 CMU COLUMN (TYP.)
SEE DETAIL 5, SHEET H1.10
- 4 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR PAVING ONLY - SEE CIVIL PLAN
- 5 8 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 5 - 8, SHEET H1.10
- 6 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLAN
- 7 4" X 4" EXTRUDED CONCRETE HEAVEN (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.10
- 8 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLAN)
- 9 LOCAL NIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4.02



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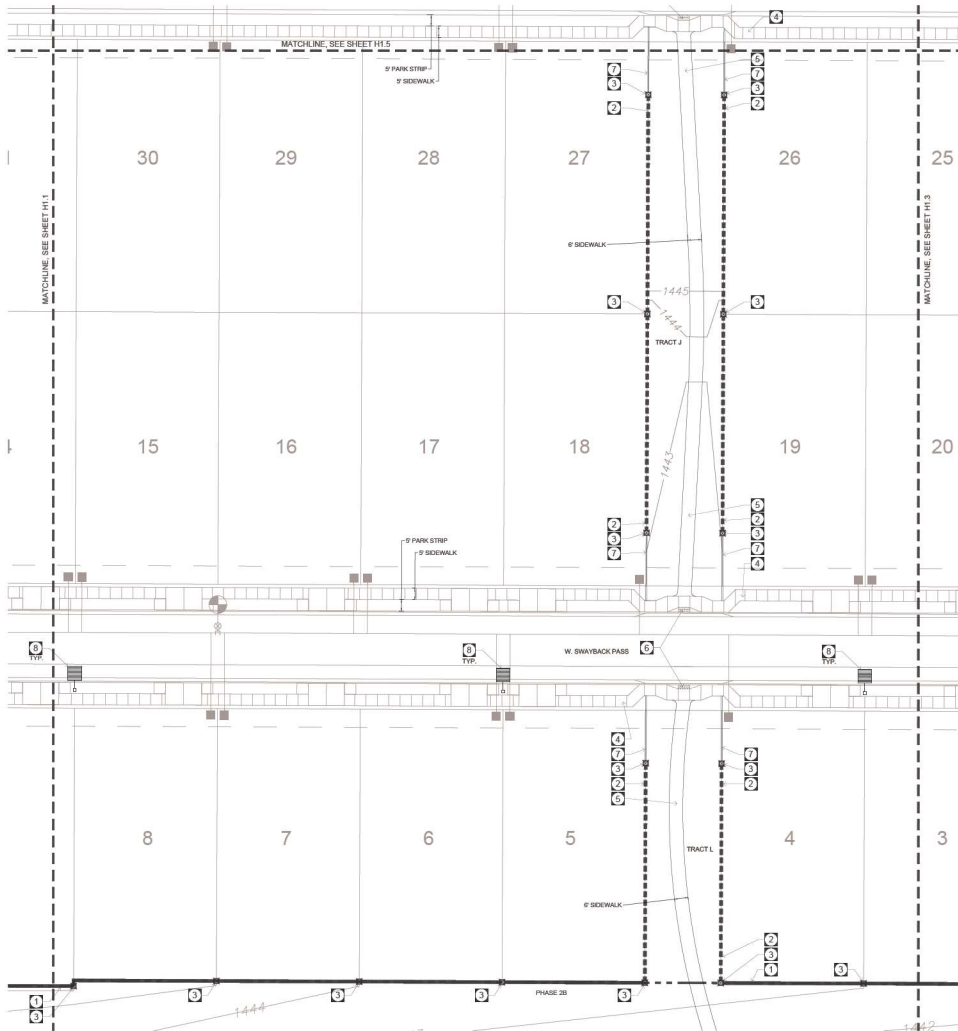
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VERSION:
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SHEET TITLE:
**HARDSCAPE
PLAN**

SHEET NO.:

H1.1



KEY MAP:



Callout Notes:

- 1 COMMUNITY WALL (TYP.)
SEE DETAIL 4 - 5, SHEET H1.10
- 2 PARTIAL VIEW WALL
SEE DETAIL 7 - 8, SHEET H1.10
- 3 CMU COLUMN (TYP.)
SEE DETAIL 5, SHEET H1.10
- 4 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR FINISHING ONLY - SEE CIVIL PLANS
- 5 8 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 2 - 3, SHEET H1.10
- 6 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 7 4" X 4" EXTRUDED CONCRETE HEAVEN (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.10
- 8 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 9 LOCAL NIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4.02



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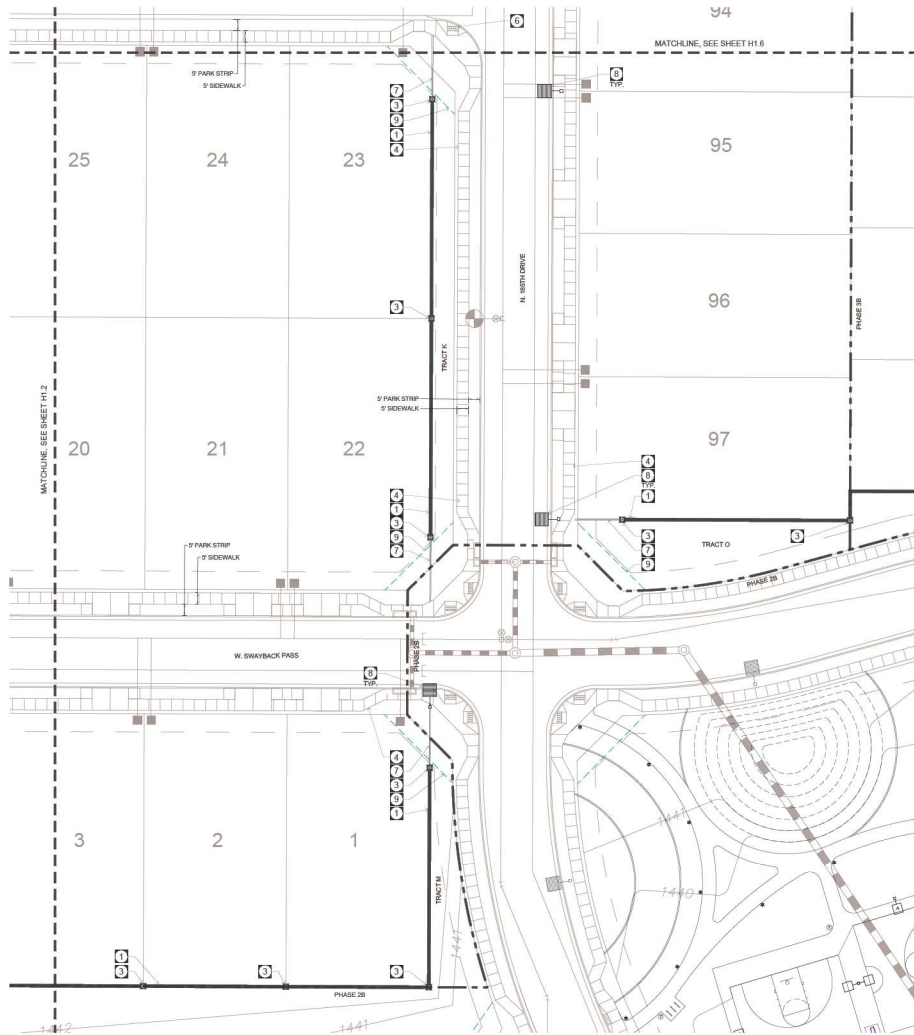
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VERSION:
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SHEET TITLE:
**HARDSCAPE
PLAN**

SHEET NUMBER:

H1.2



KEY MAP:



Callout Notes:

- 1 COMMUNITY WALL (TYP.)
SEE DETAIL 4, 5, SHEET H1.10
- 2 PARTIAL VIEW WALL
SEE DETAIL 7, 8, SHEET H1.10
- 3 CMU COLUMN (TYP.)
SEE DETAIL 6, SHEET H1.10
- 4 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR PAVING ONLY - SEE CIVIL PLANS
- 5 8 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 9, 10, SHEET H1.10
- 6 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 7 4" X 4" EXTRUDED CONCRETE HEAVEN (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.10
- 8 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 9 LOCAL NIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4.02



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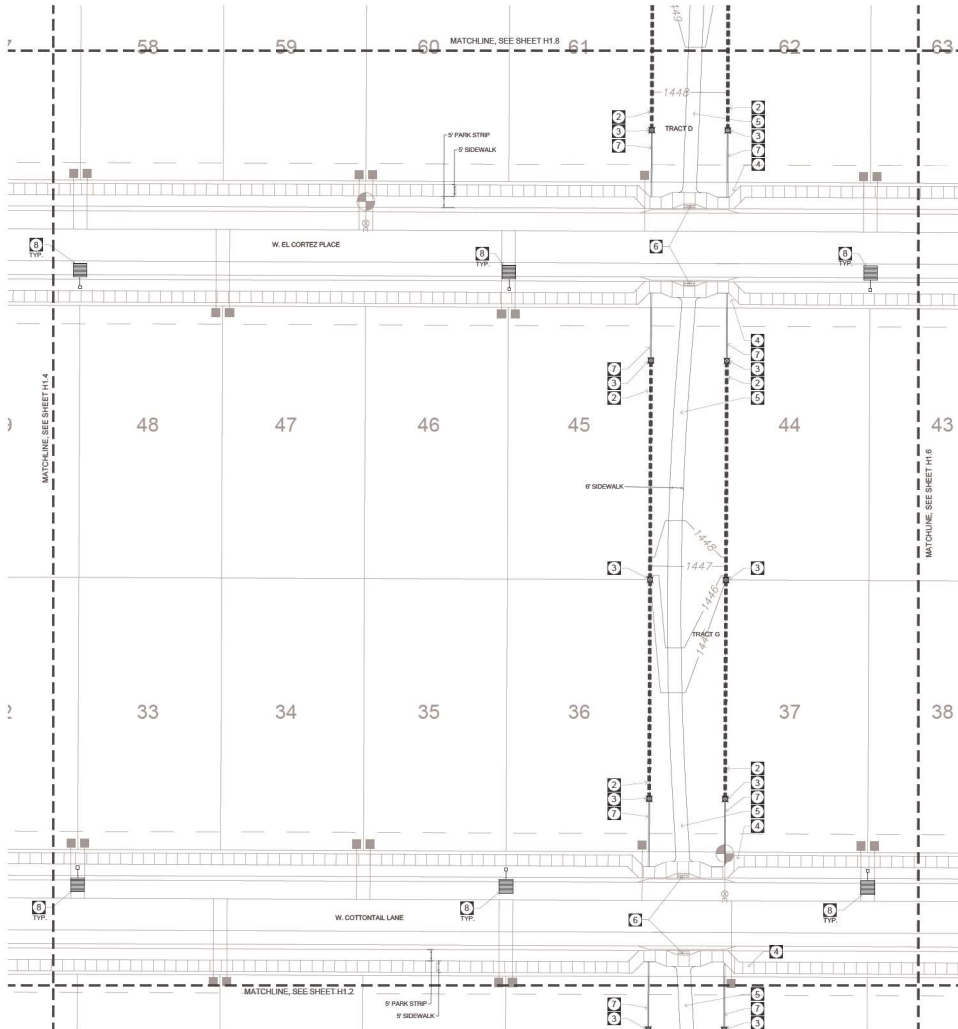
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REVISIONS:



SHEET TITLE:
HARDSCAPE PLAN

SHEET NO.:

H1.3



KEY MAP:



Callout Notes:

- 1 COMMUNITY WALL (TYP.)
SEE DETAIL 4, 5, SHEET H1.10
- 2 PARTIAL VIEW WALL
SEE DETAIL 7, 8, SHEET H1.10
- 3 CMU COLUMN (TYP.)
SEE DETAIL 9, SHEET H1.10
- 4 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR PAVING ONLY - SEE CIVIL PLAN
- 5 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 9, SHEET H1.10
- 6 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLAN
- 7 4" X 8" EXTRUDED CONCRETE HEAVEN (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.10
- 8 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLAN)
- 9 LOCAL NIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4.02



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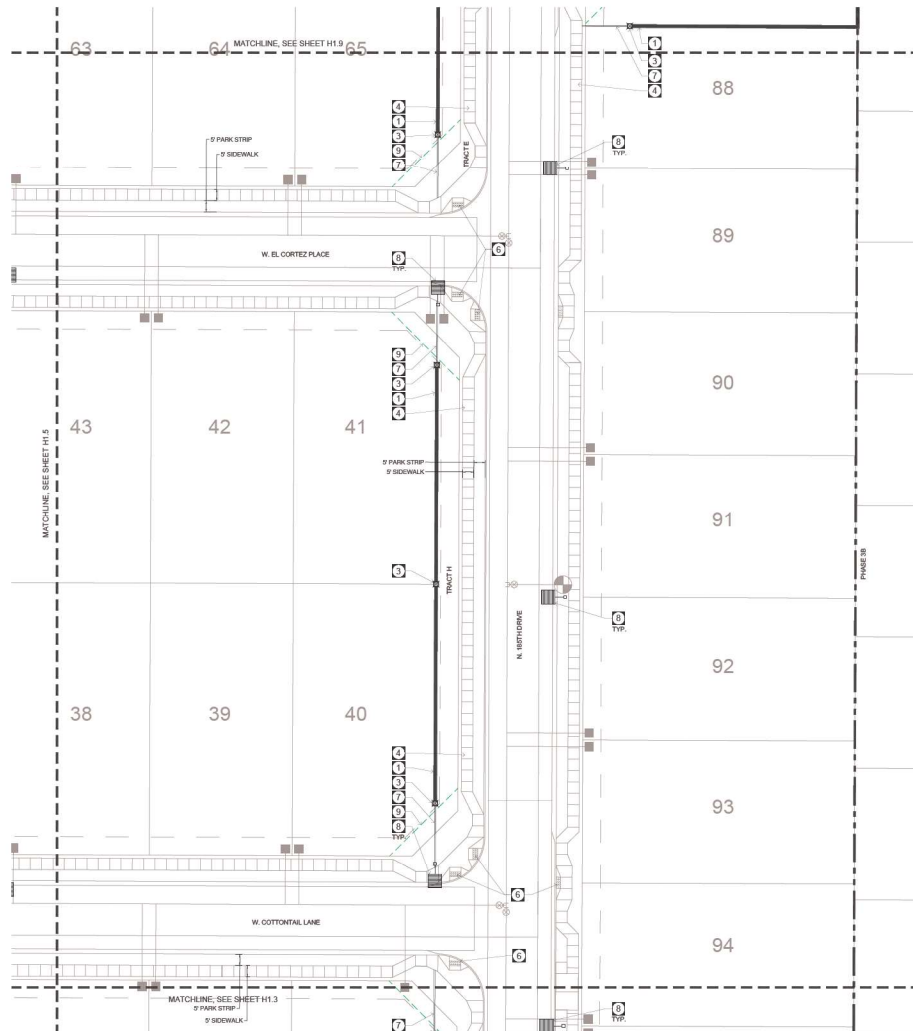
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REVISIONS:



SHEET TITLE: **HARDSCAPE PLAN**

SHEET NO.: H1.5

H1.5



KEY MAP:



Callout Notes:

- 1 COMMUNITY WALL (TYP.)
SEE DETAIL 4 - S. SHEET H1.10
- 2 PARTIAL VIEW WALL
SEE DETAIL 7 - S. SHEET H1.10
- 3 CMU COLUMN (TYP.)
SEE DETAIL 5 - SHEET H1.10
- 4 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR PAVING ONLY - SEE CIVIL PLAN
- 5 8 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 5 - S. SHEET H1.10
- 6 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLAN
- 7 4" X 4" EXTRUDED CONCRETE HEAVEN (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.10
- 8 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 9 LOCAL NIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4.02



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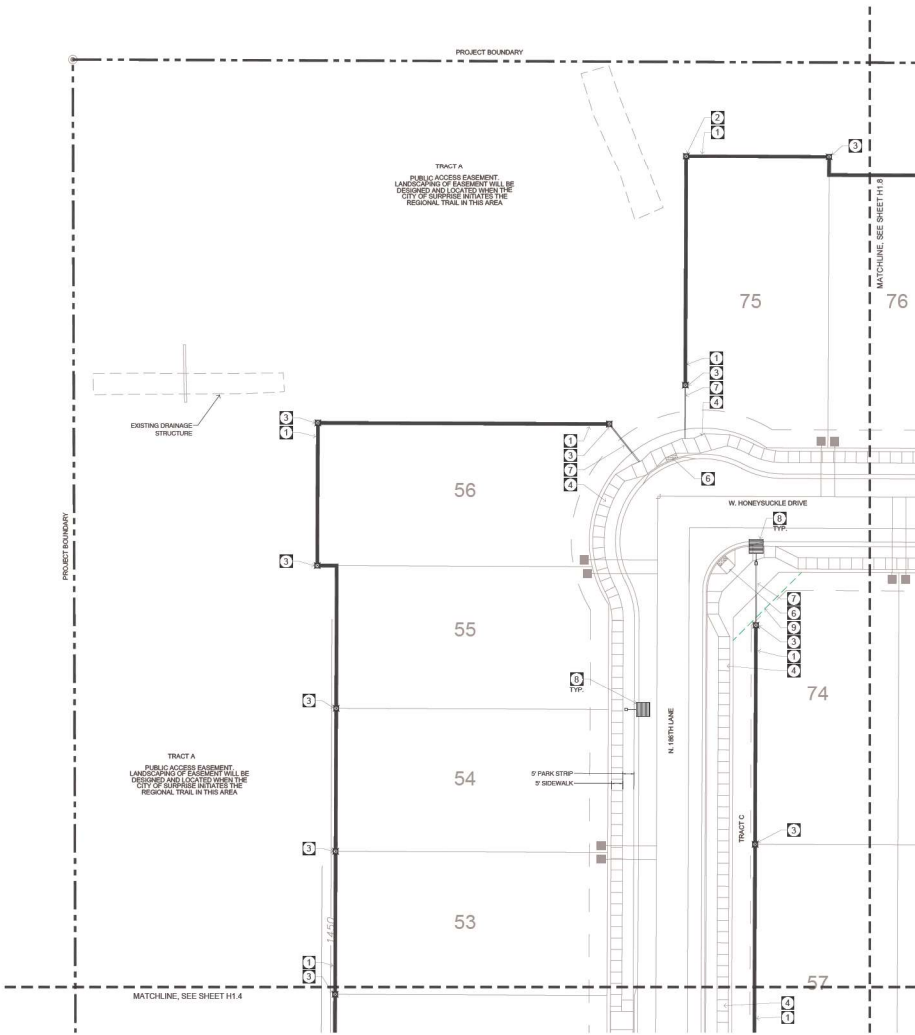


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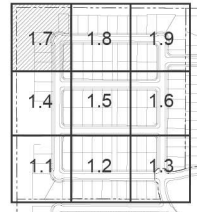
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REVISIONS:

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SHEET NO.: **H1.6**

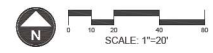


KEY MAP:



Callout Notes:

- 1 COMMUNITY WALL (TYP.)
SEE DETAIL 4, 5, SHEET H1.10
- 2 PARTIAL VIEW WALL
SEE DETAIL 7, 8, SHEET H1.10
- 3 CMU COLUMN (TYP.)
SEE DETAIL 5, SHEET H1.10
- 4 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR PAVING ONLY - SEE CIVIL PLANS
- 5 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 5, 6, SHEET H1.10
- 6 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 7 4" X 8" EXTRUDED CONCRETE HEAVEN (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.10
- 8 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 9 LOCAL NIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4.02



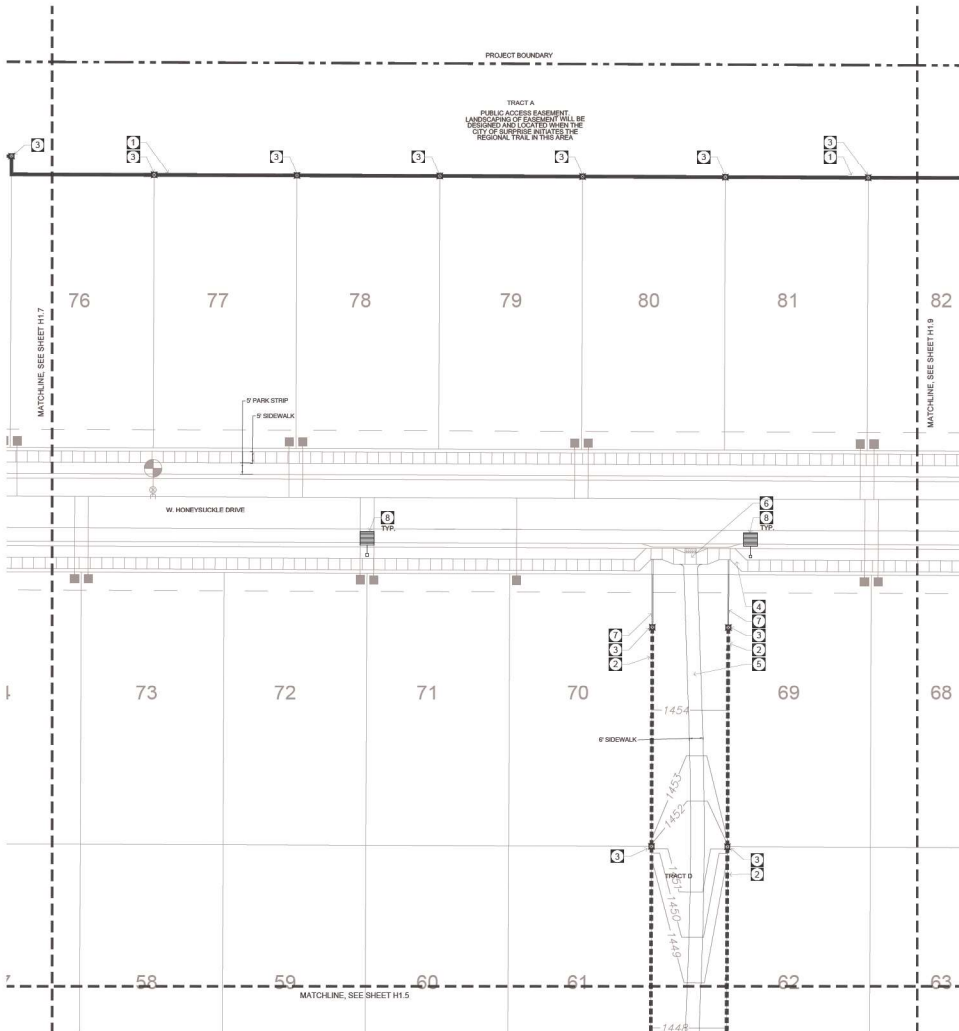


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REVISIONS:	
SHEET TITLE: HARDSCAPE PLAN	
SHEET NO.: H1.7	



KEY MAP:



Callout Notes:

- 1 COMMUNITY WALL (TYP.)
SEE DETAIL 4, SHEET H1.10
- 2 PARTIAL VIEW WALL
SEE DETAIL 7, SHEET H1.10
- 3 CMU COLUMN (TYP.)
SEE DETAIL 5, SHEET H1.10
- 4 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR PAVING ONLY - SEE CIVIL PLAN
- 5 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 5, SHEET H1.10
- 6 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLAN
- 7 4" X 4" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.10
- 8 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLAN)
- 9 LOCAL NIGHT VISIBILITY TRIANGLE (TYP.)
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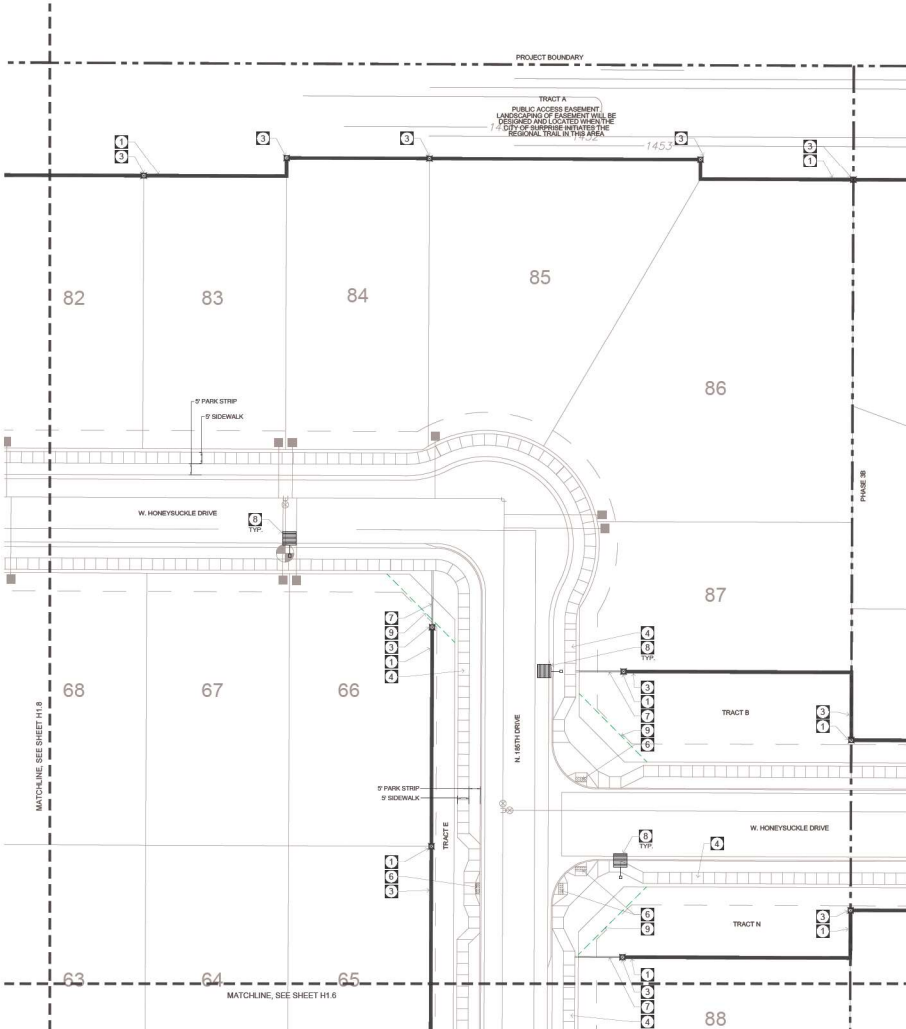
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REVIEW BY: DL
VERSION:
REVISIONS:



SHEET TITLE:
**HARDSCAPE
PLAN**

SHEET NO.:

H1.8



KEY MAP:



Callout Notes:

- 1 COMMUNITY WALL (TYP.)
SEE DETAIL 4, SHEET H1.10
- 2 PARTIAL VIEW WALL
SEE DETAIL 7, SHEET H1.10
- 3 CMU COLUMN (TYP.)
SEE DETAIL 5, SHEET H1.10
- 4 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR PAVING ONLY - SEE CIVIL PLANS
- 5 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 5, SHEET H1.10
- 6 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 7 4" X 4" EXTRUDED CONCRETE HEAVER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.10
- 8 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 9 LOCAL NIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4.02





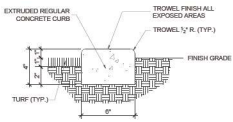
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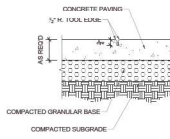
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SHEET NO.: H1.9	

- NOTES:
1. ALL CURVES IN THE CONCRETE HEADER SHALL HAVE A SMOOTH RADIAL AND AS SHOWN ON THE PLANS. SEE PLAN FOR RADIAL DIMENSIONS.
 2. COLOR TO BE REGULAR GRAY CONCRETE.
 3. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE GRADING PRIOR TO PLACEMENT OF CURBING.
 4. ALL SPILLS AND EXCESS CONCRETE SHALL BE CLEANED UP AND REMOVED FROM SITE BY CURBING CONTRACTOR.
 5. CURBING CONTRACTOR SHALL PROVIDE A DRAINAGE DRAKE IN THE CONCRETE HEADER AS NEEDED THROUGHOUT THE PROJECT TO ACCOMMODATE SURFACE DRAINAGE.



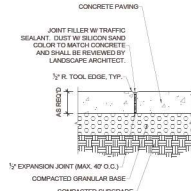
1 CONCRETE HEADER

NTS



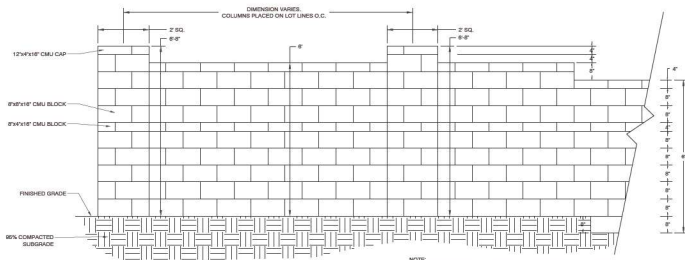
2 CONCRETE WALK CONTROL JOINT

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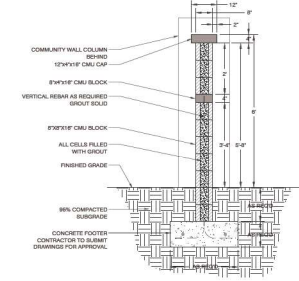
3 CONCRETE WALK EXPANSION JOINT

NTS



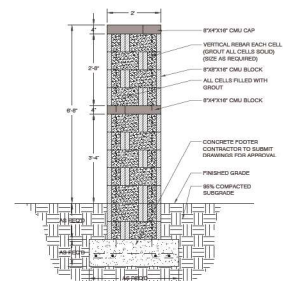
4 COMMUNITY WALL ELEVATION

NTS



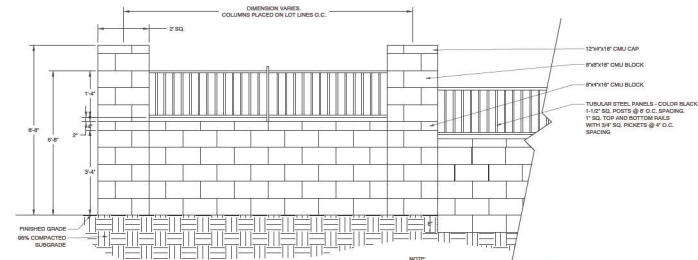
5 COMMUNITY WALL SECTION

NTS



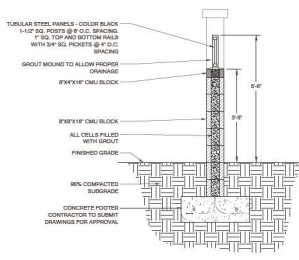
6 CMU COLUMN

NTS



7 PARTIAL VIEW WALL ELEVATION

NTS



8 PARTIAL VIEW WALL SECTION

NTS



RIO RANCHO
PHASE 3A
CONSTRUCTION DOCUMENTS
CITY OF SUPRISE, ARIZONA



PREPARED FOR:

DATE: JUNE 2016
PROJECT: 000-0000-01
DRAWN BY: TK
REVIEW BY: DL
VERSION:
REVISIONS:

SHEET TITLE:
HARDSCAPE
DETAILS

SHEET NO.: E

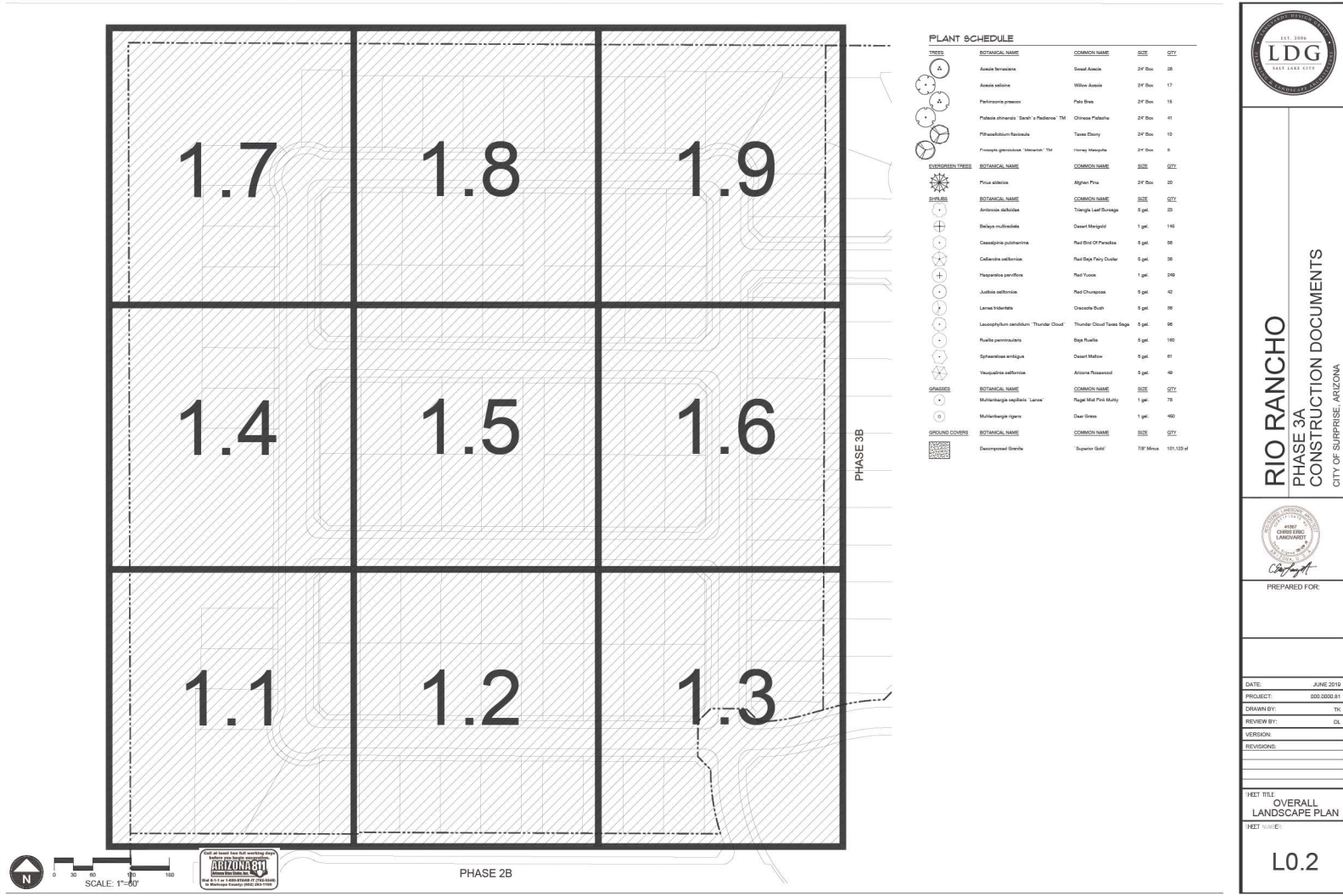
H1.10

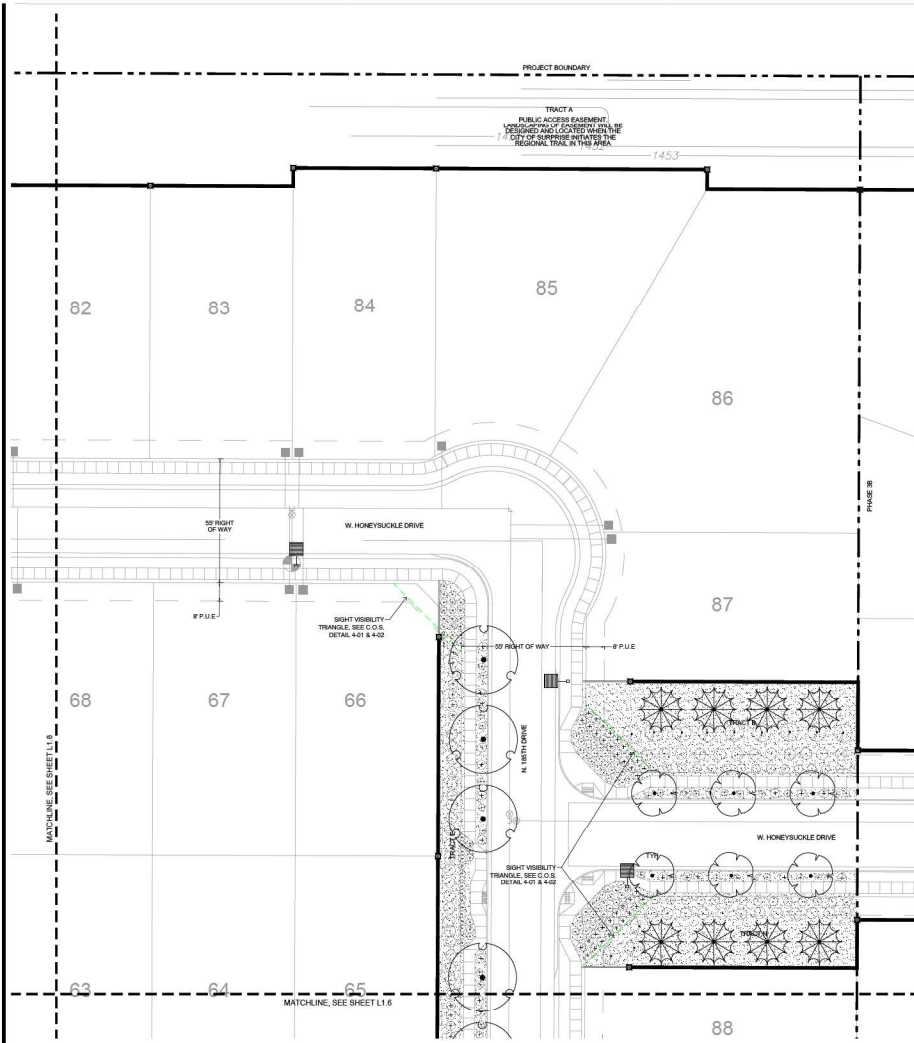
		RIO RANCHO PHASE 3A CONSTRUCTION DOCUMENTS	
PREPARED FOR:		CITY OF LANDERS - 43872024	
DATE: JUNE 2024		PROJECT: 000.0000.00	
DRAWN BY: T		REVIEW BY: E	
VERSION:		REVISIONS:	
SHEET TITLE: LANDSCAPE COVER SHEET		SHEET NUMBER: L0.1	

	BOTANICAL NAME	COMMON NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
(A)	Asclepias tuberosa	Sweet Asclepi	2' H Bin	18	See Tree Center Schedule	Much-Turn Tree - Status As Req. - See Tree Planting Detail Tree Canopy To Top Form
(A)	Asclepias syriaca	White Asclepi	2' H Bin	17	See Tree Center Schedule	As Req. Required - See Tree Planting Detail Tree Canopy To 70% Height Of Tree - Remove Suckers
	Falcataria pinnatifida	Pink Bush	2' H Bin	16	See Tree Center Schedule	Much-Turn Tree - Status As Req. - See Tree Planting Detail Tree Canopy To Top Form
(A)	Fragaria virginiana - Steud. x F. vesca L.	Crown Pineapple	2' H Bin	41	See Tree Center Schedule	As Req. Required - See Tree Planting Detail This & Tree Canopy To 70% Height Of Tree
	Fragaria virginiana	Strawberry	2' H Bin	10	See Tree Center Schedule	As Req. Required - See Tree Planting Detail This & Tree Canopy To 70% Height Of Tree
	Prunella virginiana - "Marianne" L.	Young Murrain	2' H Bin	5	See Tree Center Schedule	Status As Req. - See Tree Planting Detail This & Tree Canopy To 70% Height Of Tree
BRUSHY TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
(B)	Alnus incana	Alpha Firn	2' H Bin	33	See Tree Center Schedule	Status As Req. Required - See Tree Planting Detail
(B)	BOTANICAL NAME	COMMON NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
	Artemisia ludoviciana	Triang Leaf Bursage	6 gal 33	1	1.0 GPH Emitter	Plant Does Not Require Maintenance
	Artemisia tridentata	Desert Marigold	1 gal 140	1	0.5 GPH Emitter	Purge And Remove Spent Blooms Throughout The Year Do Not Cut Below 0.50' Dia
	Ceanothus americanus	Red Leaf Of Paradise	6 gal 38	1	1.0 GPH Emitter	Tree Should Be 1/2 Height November 1st Each Year
	Calceola occidentalis	Red Leaf Tree Cudler	6 gal 38	1	1.0 GPH Emitter	Tree Should Be 1/2 Height November 1st Each Year
	Hesperaloe parviflora	Red Tunes	1 gal 240	1	1.0 GPH Emitter	Tree Dead Or Dying Remove Stake By June 1st Each Year
	Junonia californica	Red Chuparosa	6 gal 42	1	1.0 GPH Emitter	Tree Should Be To 1/2 Height April 1st Each Year Do Not Cut Below 0.50' Dia
	Larrea tridentata	Crescent Bush	6 gal 38	1	1.0 GPH Emitter	Remove Dead Branches As Necessary
	Lasiacis parviflora - "Thunder Clod"	Thunder Clod Tunes Sage	6 gal 38	1	1.0 GPH Emitter	Tree Should Be To 1/2 Height April 1st Each Year Do Not Cut Below 0.50' Dia
	Leucodermis parviflora	Sage Rattle	6 gal 38	1	1.0 GPH Emitter	Tree Should Be To 1/2 Height March 1st Each Year
	Sphaeralcea ambigua	Desert Madron	6 gal 38	1	1.0 GPH Emitter	Tree Should Be To 1/2 Height March 1st Each Year
	Vaccinium californicum	Arizona Rosewood	6 gal 48	1	1.0 GPH Emitter	Do Not Prune To Encourage Sprout Form
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
	Muhlenbergia repens - "Lance"	Regal Mat Pink Maltby	1 gal 78	2	2.0 GPH Emitter	Tree Grass To 1/2 Height, Feb. 15th Each Year
	Muhlenbergia repens	Over Grass	1 gal 40	1	2.0 GPH Emitter	Tree Grass To 1/2 Height, Feb. 15th Each Year
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
	Desmodium illinoense	"Superior Gold"	70" Wx60" L	11,122 of		Contractor To Submit Sample For Approval

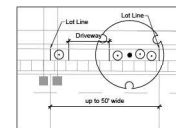
1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION.
3. CONTRACTOR SHALL PROVIDE FOR LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. THEY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
4. PRIOR TO INITIATING THESE LANDSCAPE IMPROVEMENTS, THE LANDSCAPE CONTRACTOR SHALL MEET WITH THE OWNER AND THE CITY ENGINEER TO OBTAIN THE APPROVAL OF THE OWNER AND THE GENERAL CONTRACTOR. CONDITIONS SHALL BE SET FORTH IN WRITING. THE MEETING SHALL BE HELD AT THE CITY ENGINEER'S OFFICE. THE PURPOSE OF THIS MEETING IS TO RESOLVE ANY EXISTING SITE OWNERS THAT MAY BE IN CONFLICT WITH THE LANDSCAPE CONTRACTOR'S PROPOSED IMPROVEMENTS. THE IMPACT THE INSTALLATION OF ANY OF THESE PROPOSED IMPROVEMENTS THIS FIRST MEETING SHOULD BE SCHEDULED TO OCCUR AFTER THE COMPLETION OF ON-SITE AND OFF-SITE CONSTRUCTION AND BEFORE THE BEGINNING OF LANDSCAPE AND STREET IMPROVEMENTS.
5. DAMAGE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC. SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
6. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES BY ANY INSTALLATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE CONTRACTOR IMMEDIATELY.
7. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO FINAL BID.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPED AREAS. THE FINISH GRADE TO BE ESTABLISHED BY THE CONTRACTOR. THE EXTENT OF ROUGH GRADING AND FINAL FINISH GRADING TO BE ESTABLISHED BY OTHERS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER, OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE THE CONTRACTOR WITH ALL NECESSARY INFORMATION TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE SHALL BE 1" BELOW THE TOP OF ADJACENT WALK, CURBS AND HEADERS FOR PLANTER BEDS.
10. ALL AREAS DISTURBED DURING CONSTRUCTION TO BE FINISH GRADED. ADJACENT UNDERGROUND UTILITIES NOT OBTAINED TO BE RESTORED TO ITS ORIGINAL LOCATION AT THE CONTRACTOR'S EXPENSE.
11. ALL PLANTING AREAS INDICATED ON THE LANDSCAPE PLANS SHALL RECEIVE A 2" TOP DRESSING OF PLANTER MIX.
12. STAKE LOCATIONS OF ALL TREES AND HEADERS FOR APPROVAL PRIOR TO INSTALLATION.
13. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY LEAFED. ALL PLANT MATERIAL SHALL BE FREE OF DISEASE, INJURY, DEFOLIATION, AND ABNORMALITIES. PLANT MATERIAL SHALL BE USED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
14. ALL PLANTING OF WAY-PLANT MATERIAL, MUST BE IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST. DO NOT SUBSTITUTE PLANT MATERIAL NOT ON THE LIST.

SHEET L0.1	LANDSCAPE COVER SHEET
SHEET L0.2	OVERALL LANDSCAPE PLAN
SHEET L1.1	LANDSCAPE PLAN
SHEET L1.2	LANDSCAPE PLAN
SHEET L1.3	LANDSCAPE PLAN
SHEET L1.4	LANDSCAPE PLAN
SHEET L1.5	LANDSCAPE PLAN
SHEET L1.6	LANDSCAPE PLAN
SHEET L1.7	LANDSCAPE PLAN
SHEET L1.8	LANDSCAPE PLAN
SHEET L1.9	LANDSCAPE PLAN
SHEET L1.10	LANDSCAPE DETAILS
SHEET L1.11	LANDSCAPE MAINTENANCE SCHEDULE

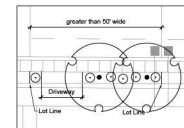




TYPICAL FRONT YARD
PARK STRIP LANDSCAPING

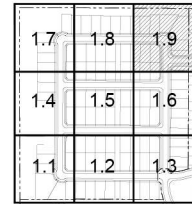


A MINIMUM OF ONE (1) 24-INCH BOX TREE AND FOUR (4) FIVE-GALLON SHRUBS AND/OR GROUND COVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE IN THE PARKSTRIP.



HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE SHALL HAVE AN ADDITIONAL TREE AND TWO (2) SHRUBS AND/OR GROUNDCOVER PLANTS.

KEY MAP:



PLANT SCHEDULE

	REFUGEE NAME	REFUGEE NAME	AGE
	Abdullahi	Abdullahi	24 years
	Abdullahi	Abdullahi	24 years
	Abdullahi	Abdullahi	24 years
	Abdullahi	Abdullahi	24 years
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	Abdullahi	Abdullahi	24 years
	Abdullahi	Abdullahi	24 years



RIO RANCHO
PHASE 3A
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE:	JUNE 2019
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISIONS:	

(SHEET TITLE)
LANDSCAPE
PLAN

SHEET NUMBER: _____

L1.9



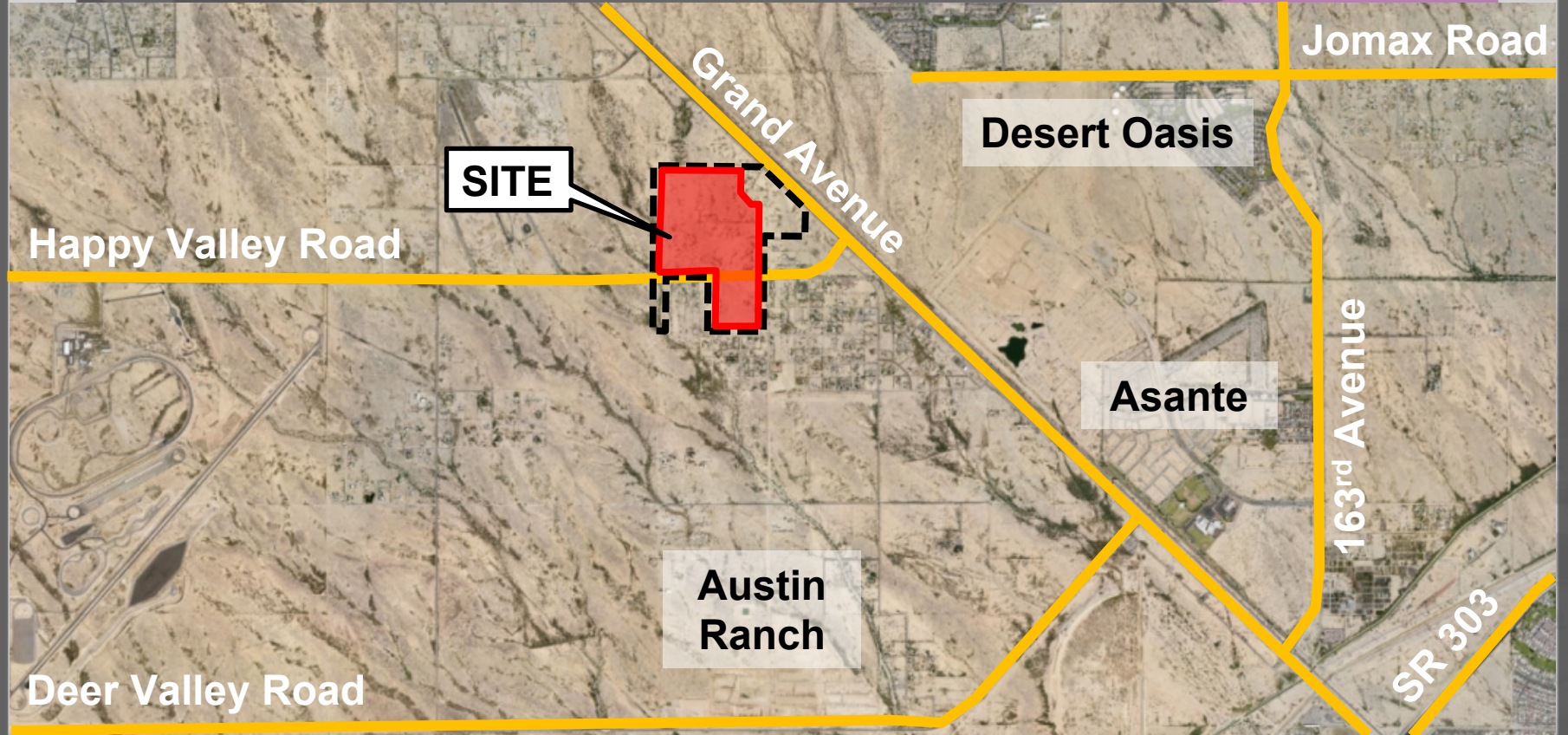
FS18-662 Rio Rancho Estates Parcel 3A Final Plat

City Council – October 20, 2020



VICINITY MAP

FS18-662
Rio Rancho 3A



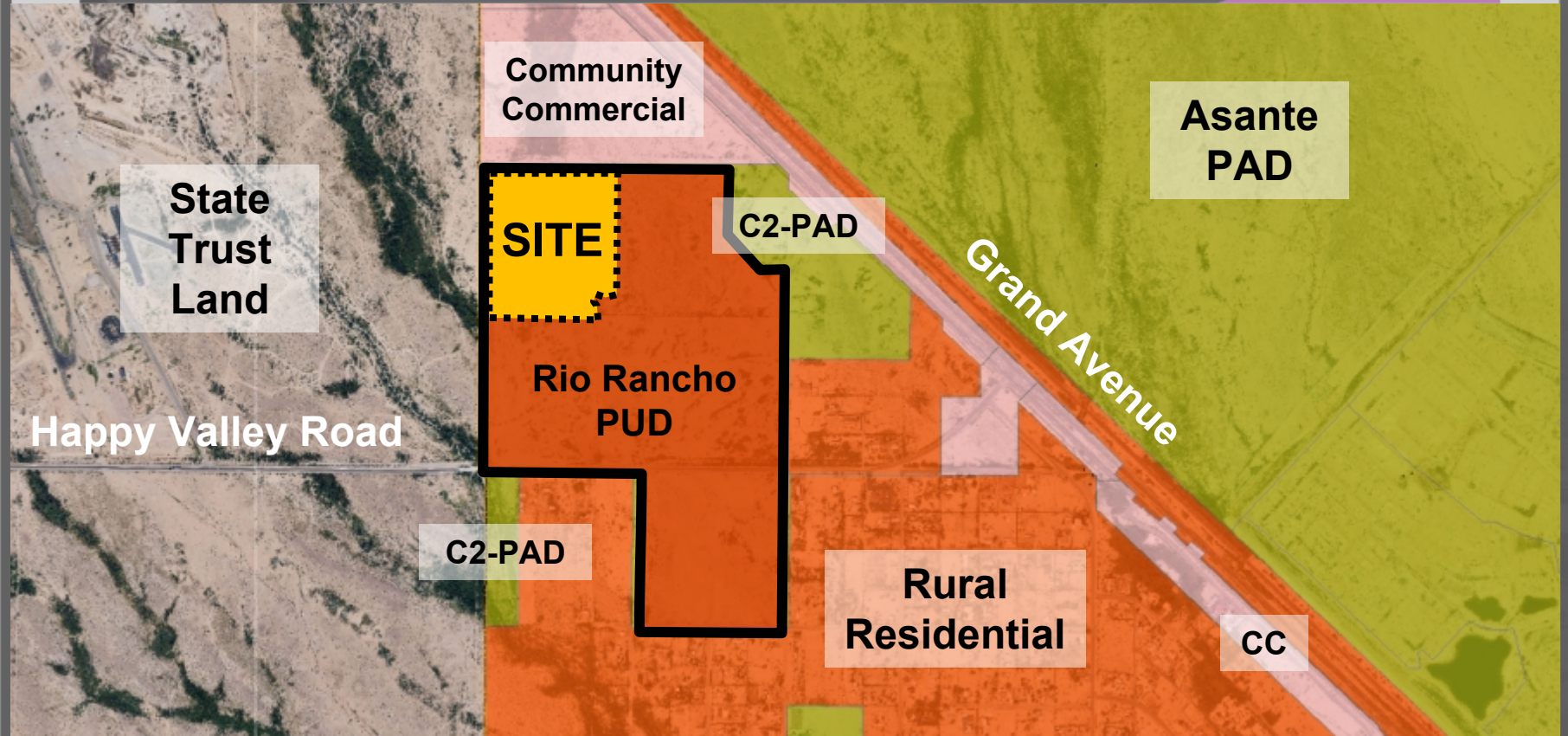
CASE MAP

FS18-662
Rio Rancho 3A



ZONING MAP

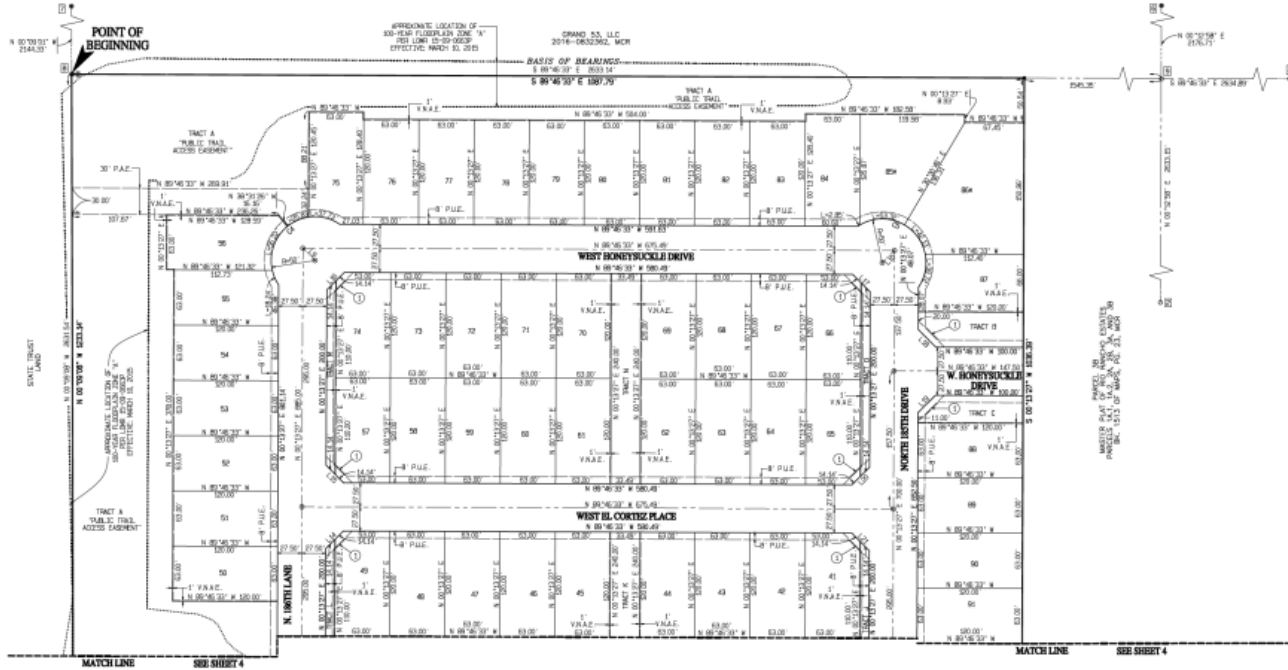
FS18-662
Rio Rancho 3A



THIS REPORT IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

2705 South Alma
Chandler,
(602)

Phoenix, Arizona 85001
1990-1991-1992



LINE TABLE

LINE	BEARING	DISTANCE
1	N 80°45'33\"	100.00
2	N 80°45'33\"	100.00
3	N 80°45'33\"	100.00
4	N 80°45'33\"	100.00
5	N 80°45'33\"	100.00
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7	N 80°45'33\"	100.00
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100	N 80°45'33\"	100.00

CURVE TABLE

POINT	BEARING	ANGLE	DATE	NAME	SCALE
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6	N 80°45'33\"	100.00	10/10/14	100.00	100.00
7	N 80°45'33\"	100.00	10/10/14	100.00	100.00
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61	N 80°45'33\"	100.00	10/10/14	100.00	100.00
62	N 80°45'33\"	100.00	10/10/14	100.00	100.00
63	N 80°45'33\"	100.00	10/10/14	100.00	100.00
64	N 80°45'33\"	100.00	10/10/14	100.00	100.00
65	N 80°45'33\"	100.00	10/10/14	100.00	100.00
66	N 80°45'33\"	100.00	10/10/14	100.00	100.00
67	N 80°45'33\"	100.00	10/10/14	100.00	100.00
68	N 80°45'33\"	100.00	10/10/14	100.00	100.00
69	N 80°45'33\"	100.00	10/10/14	100.00	100.00
70	N 80°45'33\"	100.00	10/10/14	100.00	100.00
71	N 80°45'33\"	100.00	10/10/14	100.00	100.00
72	N 80°45'33\"	100.00	10/10/14	100.00	100.00
73	N 80°45'33\"	100.00	10/10/14	100.00	100.00
74	N 80°45'33\"	100.00	10/10/14	100.00	100.00
75	N 80°45'33\"	100.00	10/10/14	100.00	100.00
76	N 80°45'33\"	100.00	10/10/14	100.00	100.00
77	N 80°45'33\"	100.00	10/10/14	100.00	100.00
78	N 80°45'33\"	100.00	10/10/14	100.00	100.00
79	N 80°45'33\"	100.00	10/10/14	100.00	100.00
80	N 80°45'33\"	100.00	10/10/14	100.00	100.00
81	N 80°45'33\"	100.00	10/10/14	100.00	100.00
82	N 80°45'33\"	100.00	10/10/14	100.00	100.00
83	N 80°45'33\"	100.00	10/10/14	100.00	100.00
84	N 80°45'33\"	100.00	10/10/14	100.00	100.00
85	N 80°45'33\"	100.00	10/10/14	100.00	100.00
86	N 80°45'33\"	100.00	10/10/14	100.00	100.00
87	N 80°45'33\"	100.00	10/10/14	100.00	100.00
88	N 80°45'33\"	100.00	10/10/14	100.00	100.00
89	N 80°45'33\"	100.00	10/10/14	100.00	100.00
90	N 80°45'33\"	100.00	10/10/14	100.00	100.00
91	N 80°45'33\"	100.00	10/10/14	100.00	100.00
92	N 80°45'33\"	100.00	10/10/14	100.00	100.00
93	N 80°45'33\"	100.00	10/10/14	100.00	100.00
94	N 80°45'33\"	100.00	10/10/14	100.00	100.00
95	N 80°45'33\"	100.00	10/10/14	100.00	100.00
96	N 80°45'33\"	100.00	10/10/14	100.00	100.00
97	N 80°45'33\"	100.00	10/10/14	100.00	100.00
98	N 80°45'33\"	100.00	10/10/14	100.00	100.00
99	N 80°45'33\"	100.00	10/10/14	100.00	100.00
100	N 80°45'33\"	100.00	10/10/14	100.00	100.00

• DENOTE LOTS MEASURED AT 30' FRONT BOUNDING LINE.
 ① = 30' x 30' UNOBTAINED VIEW EASEMENT
 SEE SHEET TWO FOR DETAIL



PREPARED AUGUST 2020 SHEET 3 OF 4

PREPARED BY: SURVEYED BY:

GOODWIN
 MARSHALL
 CIVIL ENGINEERS - SURVEYORS - PLANNERS



2700 South Alma School Road, Suite 2
 Chandler, Arizona 85226
 (602) 210-7285

David W. Marshall, Suite 4
 Phoenix, Arizona 85017
 (602) 948-9919

CASE NO.
 1518-852

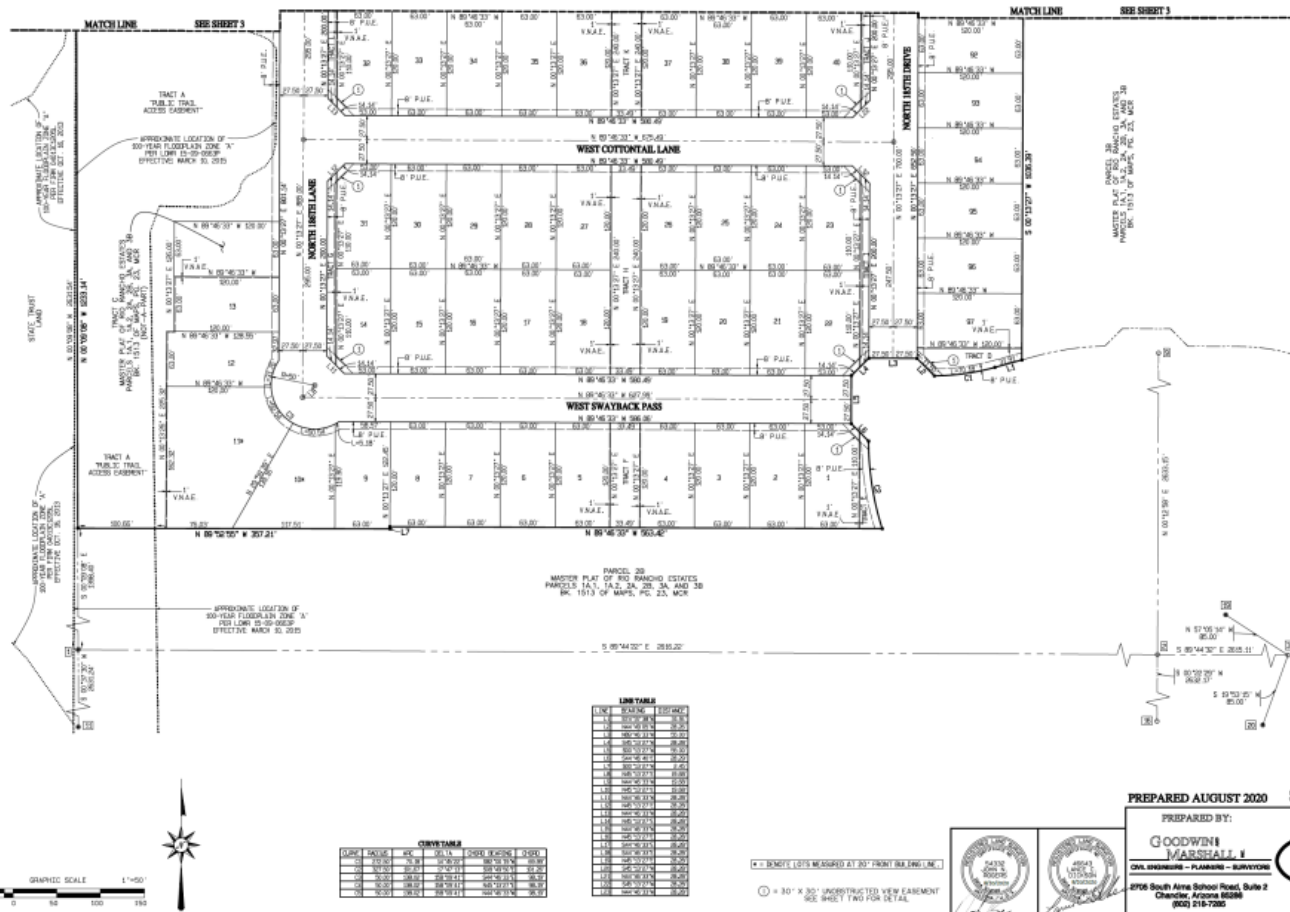
FINAL PLAT OF "RED MANCHO ESTATES, PARCEL 3A"

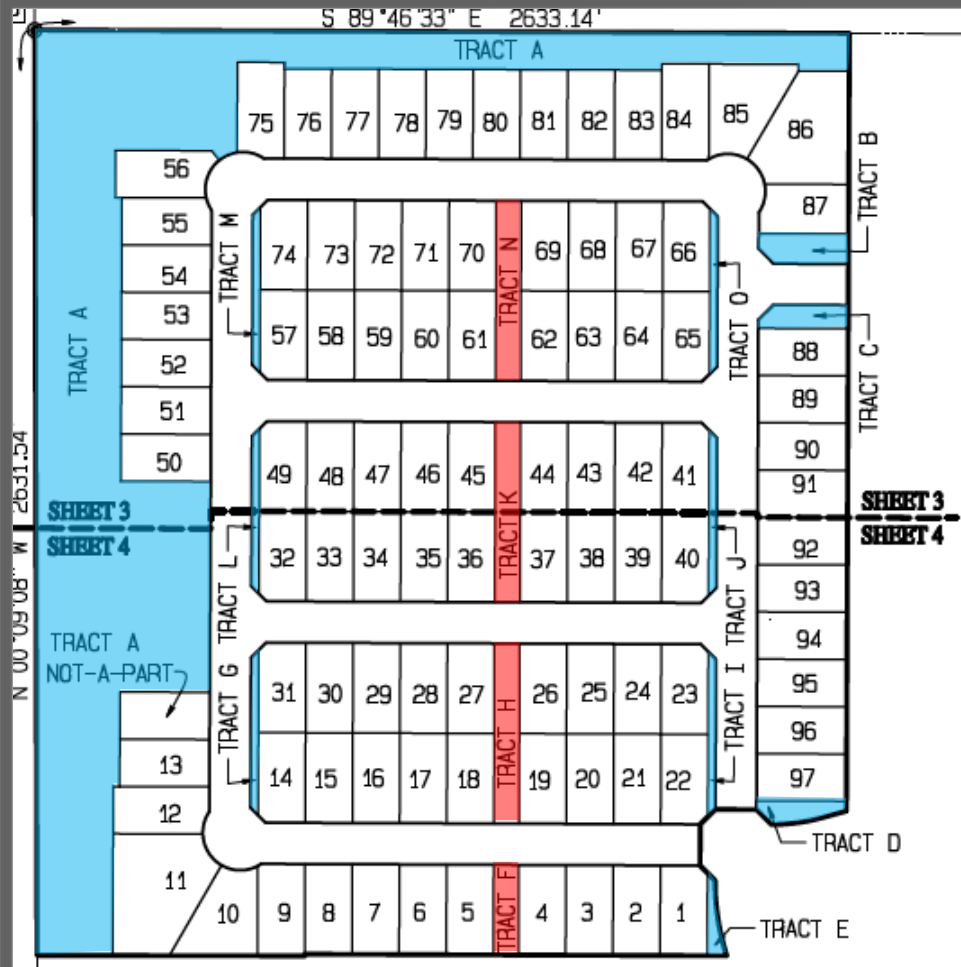
FINAL PLAT

FINAL PLAT

FINAL PLAT OF "RED RANCHO ESTATES, PARCELS 3A"

CASE NO.
17-000-0552





SUDC - 20.00%

PUD - 20.63%

SITE

- 6.61 acres
- 22.27%

Active

- 0.21 acres
- 3.18%

Passive

- 6.4 acres
- 96.82%

OPEN SPACE

OPEN SPACE

SUDC - 20.00%

PUD - 20.63%

Provided

- 38.78 acres
- 20.63%





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 2020 Contact Person: Hobart Wingard, PLANNER II
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 the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 3B", generally located southwest of the intersection of Grand Avenue and Frontier Drive; Case FS18-661.

Motion:

I move to approve the Final Plat entitled, "Rio Rancho Estates, Parcel 3B"

Background:

Goodwin and Marshall, Inc., on behalf of Forestar USA Real Estate Group, Inc., seeks approval of a Final Plat for an 88-lot single-family residential subdivision in Parcel 3B of the Rio Rancho Estates PUD.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The requested Final Plat is consistent with the Rio Rancho Estates PUD 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 - FS18-661 - Rio Rancho 3B FP - CC Staff Report - 102020

2. 01 - FS18-661 - Rio Rancho 3B FP - Vicinity Map - 102020
 3. 02 - FS18-661 - Rio Rancho 3B FP - Case Map - 102020
 4. 03 - FS18-661 - Rio Rancho 3B FP - Plat - 102020
 5. 04 - FS18-661 - Rio Rancho 3B FP - Landscape - 102020
 6. PP - FS18-661 - Rio Rancho 3B FP - CC PowerPoint - 102020
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS18-661

Project Name: Rio Rancho Parcel 3B Final Plat

Council District: 1 - Acacia

City Council Date: October 20, 2020

Planner: Hobart Wingard, Planner II

Owner: Forestar USA Real Estate Group, Inc.

Applicant: Matthew Goodwin of Goodwin and Marshall, Inc.

Request: Final Plat for an 88 lot, single-family subdivision in Parcel 3B of the Rio Rancho Estates PUD

Site Location: Generally, southwest of the intersection of Grand Avenue and Frontier Drive.

Site Size: 22.39 acres (approx.)

Density: 3.93 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Rio Rancho Estates PUD as approved under case FS17-259.
- The Final Plat is consistent with the Preliminary Plat approved under case FS18-071.

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:

43

44 Goodwin and Marshall, Inc., on behalf of Forestar USA Real Estate Group, Inc., requests approval of
45 the Final Plat for Rio Rancho Estates, Parcel 3B. The subject property is approximately 22.39 acres
46 and is located southwest of the intersection of Grand Avenue and Frontier Drive. The subject
47 property is zoned RM-6-PUD.

48

49 The applicant proposes 88 single-family lots for a total density of 3.93 dwelling units per acre. The
50 typical lot proposed is 58' x 115'. This plat includes a total of 2.84 acres of open space.

51

52 The proposed Final Plat is in compliance with the approved Rio Rancho Estates PUD approved under
53 Case FS17-259 and the preliminary plat approved under case FS18-071.

54

55 **Attachments:**

56

57 01 Vicinity Map

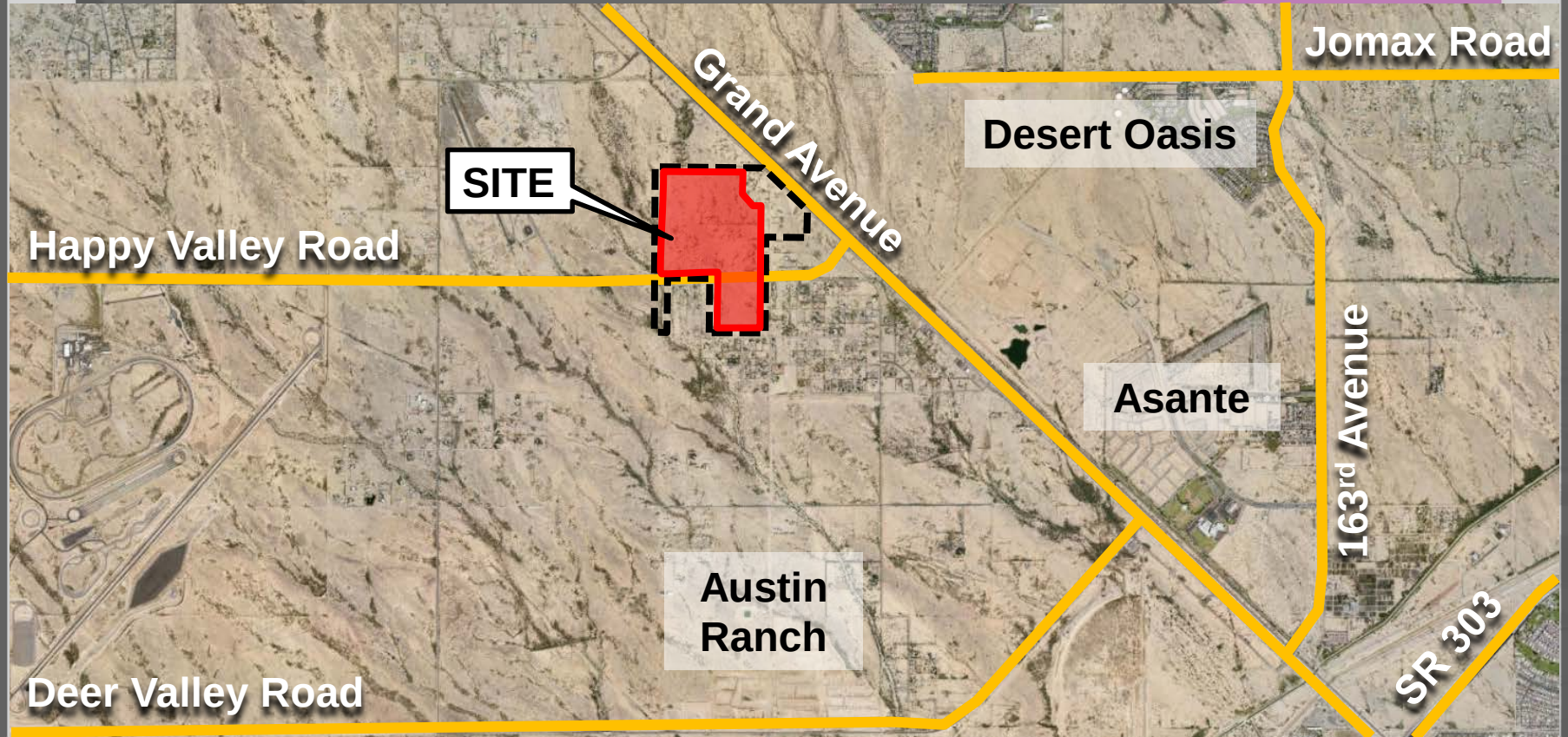
58 02 Case Map

59 03 Final Plat

60 04 Landscape Plans

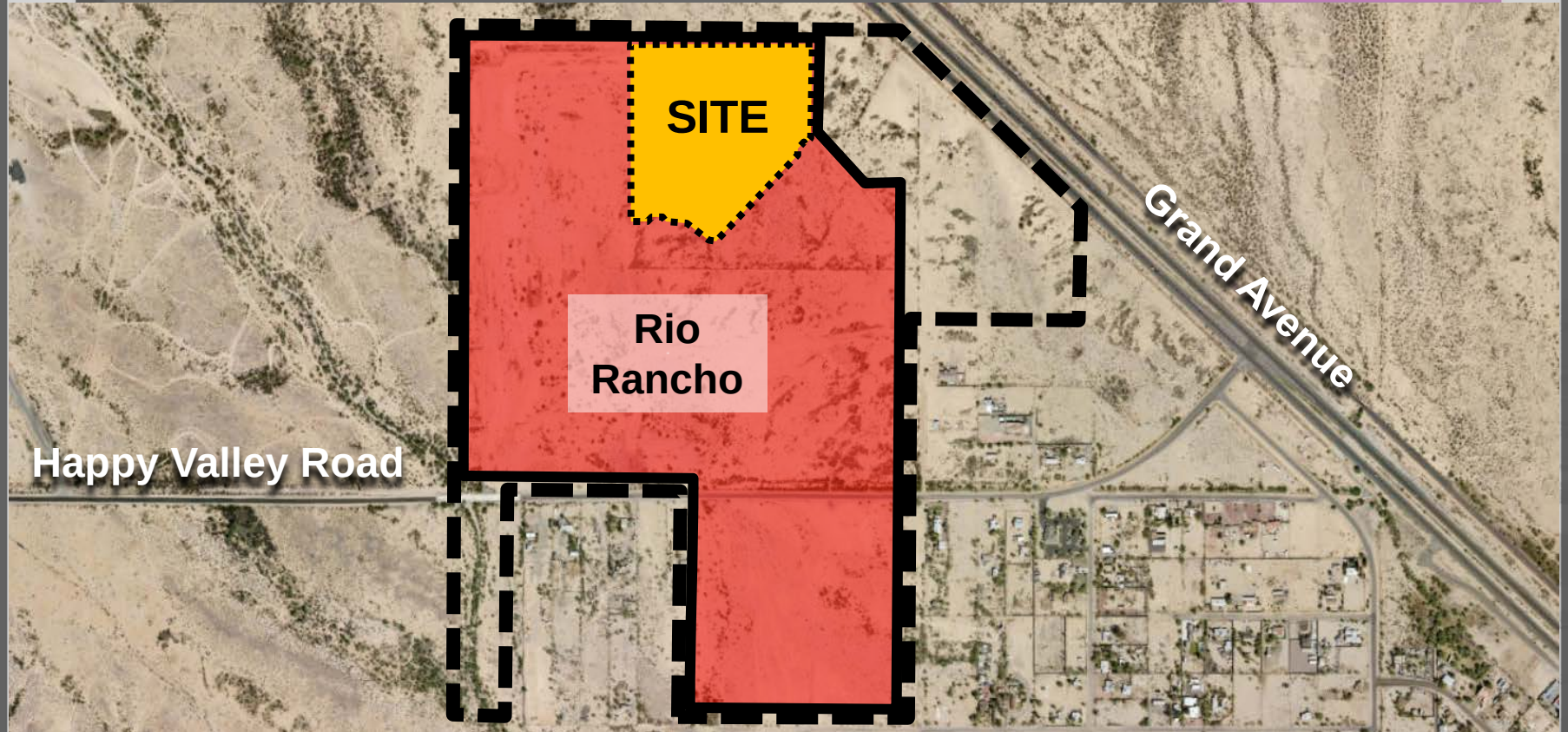
VICINITY MAP

FS18-661
Rio Rancho 3B



CASE MAP

FS18-661
Rio Rancho 3B



DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT OF "RIO RANCHO ESTATES PARCEL 3B" SURPRISE, ARIZONA, A REPLAT OF PARCEL 3B OF THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, 8 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 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 SAID "RIO RANCHO ESTATES PARCEL 3B" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF SURPRISE FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, 8 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS FINAL PLAT.

OWNER, HEREBY DEDICATES TO THE CITY THE RIGHTS-OF-WAY AS SHOWN HEREON.

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 NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER, HEREBY DEDICATES 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 FIELDS.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, A PUBLIC RECREATION/TRAIL EASEMENT FOR BICYCLING AND OTHER NON-MOTORIZED FORMS OF PEDESTRIAN 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.

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

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

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

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

THE EASEMENTS GRANTED WITHIN THIS DEDICATION AS 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 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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, AND N ARE HEREBY DEDICATED TO A FUTURE HOMEOWNERS ASSOCIATION AND ARE DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREIN ON PAGE 2 OF THIS FINAL PLAT AND SUBJECT TO THE EASEMENTS DEDICATED TO THE CITY OF SURPRISE.

IN WITNESS WHEREOF: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS ____ DAY OF _____, 20__.

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

BY: BRIAN KONDERIK, DIVISION PRESIDENT

BASIS OF BEARINGS

NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST AS SHOWN ON THE UNRECORDED ALTA/NSPS LAND TITLE SURVEY PREPARED BY ARIZONA SURVEYING AND MAPPING, DATED JANUARY 19, 2018 JOB NO. P17-333, SAID BEARING BEING SOUTH 89°46'33" EAST AS MEASURED BETWEEN MONUMENT NUMBER 8 AND 4 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES.

KEY MAP

N.T.S.

BASIS OF BEARINGS

S 89°46'33" E 2633.14'



MATCH LINE
MATCH LINE

SEE DETAIL "A"

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS DAY ____ OF ____ 20__, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED BY: _____ DATE: _____
CITY ENGINEER

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS DAY ____ OF _____, 20__.

APPROVED BY: _____ DATE: _____
MAYOR

ATTESTED BY: _____ DATE: _____
CLERK

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED BRIAN KONDERIK, PERSONALLY APPEARED, WHO ACKNOWLEDGED HIMSELF TO BE THE DIVISION PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

FINAL PLAT
"RIO RANCHO ESTATES, PARCEL 3B"
SURPRISE, ARIZONA

A REPLAT OF PARCEL 3B OF THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, & 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

CERTIFICATE OF ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-401762.0000 MAY 08, 2008
CERTIFICATE NUMBER DATE

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

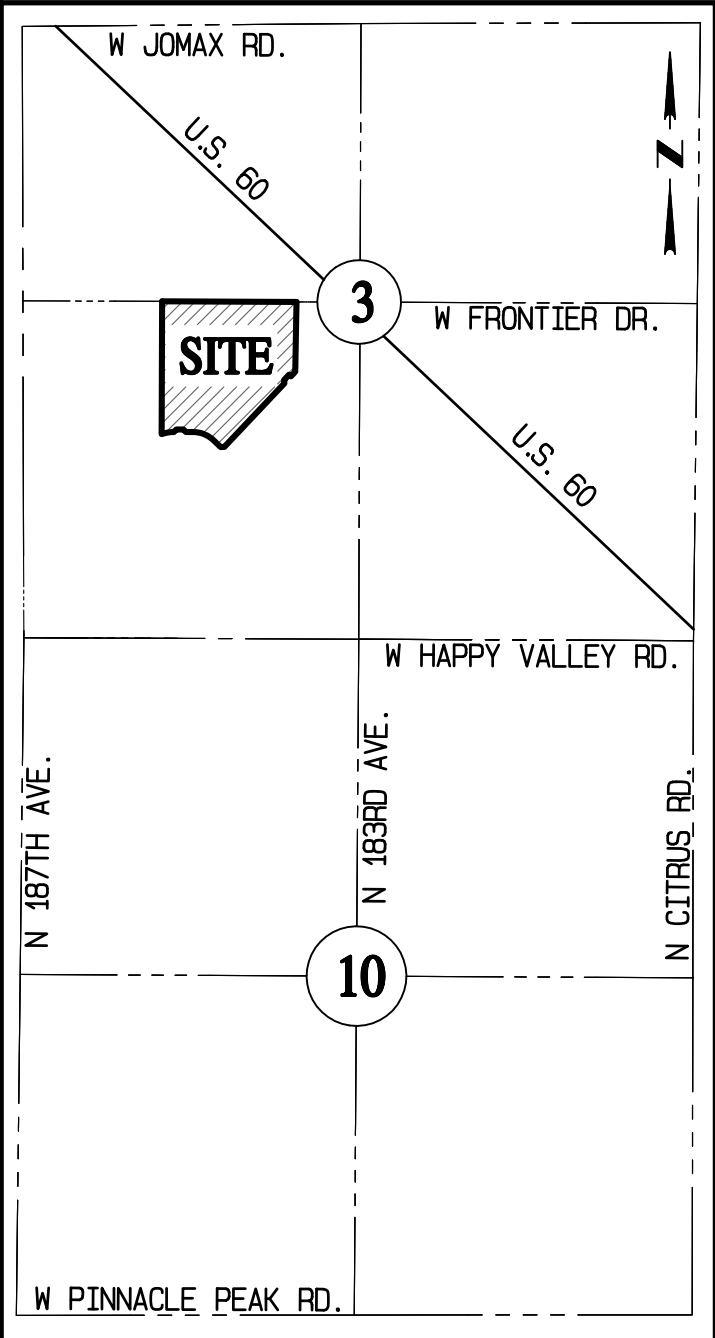
FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH 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. 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.

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE 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 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.

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.

NOTES

- NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS, AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1205L, 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.
- IN ACCORDANCE WITH A.R.S. SS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. SS 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.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE RIO RANCHO ESTATES PRELIMINARY PLAT, APPROVED OCTOBER 16, 2018 UNDER CASE NO. FS18-071.



VICINITY MAP

N.T.S.

SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY:

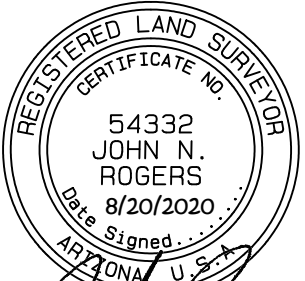
LANCE C. DICKSON, R.L.S. #46643
ARIZONA SURVEYING AND MAPPING
2411 W. NORTHERN, SUITE 110
PHOENIX, ARIZONA 85021
(602) 246-9919



I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.

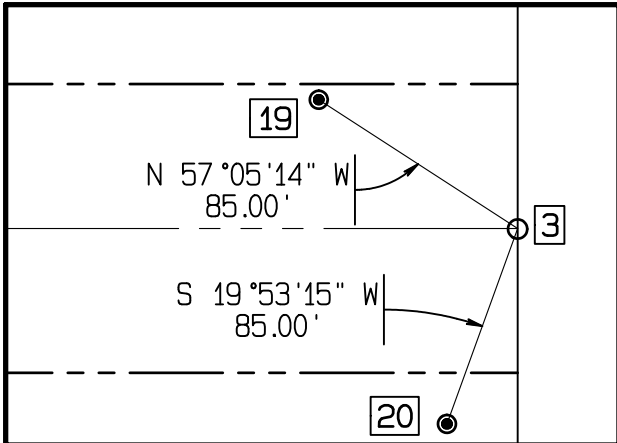
BY:

JOHN N. ROGERS, R.L.S. #54332
GOODWIN AND MARSHALL, INC.
2705 S. ALMA SCHOOL RD., SUITE 2
CHANDLER, ARIZONA 85286
(602) 218-7285



NOTE: A.R.S. 32-151 STATES THAT THE USE OF 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.

DETAIL "A"



PREPARED AUGUST 2020

SHEET 1 OF 4

PREPARED BY:

GOODWIN & MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 South Alma School Road, Suite 2
Chandler, Arizona 85286
(602) 218-7285

SURVEYED BY:



2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246-9919

FINAL PLAT OF "RIO RANCHO, PARCEL 3B"

CASE NO. FS18-661

W:\06962A - Rio Rancho\COGO\PARCEL 3B\3B FPLAT.pro Plotted: Thu Aug 20 10:02:46 2020

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found 3" Maricopa County Department of Transportation brass cap in concrete base for the West Quarter corner of said Section 3, from which a found 2" Maricopa County aluminum cap on bar for the East Quarter corner of said Section 3 bears South 89 deg. 46 min. 33 sec. East (Basis of Bearings) - 5268.03 feet,

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 1087.79 feet to the TRUE POINT OF BEGINNING,

THENCE South 89 deg. 46 min. 33 sec. East along said North line, a distance of 1049.72 feet,

THENCE South 01 deg. 01 min. 16 sec. West departing said North line, a distance of 545.88 feet,

THENCE South 43 deg. 22 min. 03 sec. West, a distance of 49.90 feet,

THENCE North 46 deg. 37 min. 57 sec. West, a distance of 19.83 feet,

THENCE South 43 deg. 22 min. 03 sec. West, a distance of 55.00 feet,

THENCE South 01 deg. 37 min. 54 sec. East, a distance of 28.28 feet,

THENCE South 43 deg. 22 min. 09 sec. West, a distance of 682.62 feet,

THENCE South 88 deg. 22 min. 09 sec. West, a distance of 28.28 feet,

THENCE North 46 deg. 37 min. 51 sec. West, a distance of 79.75 feet to a Point of Curvature of a circular curve to the left, having a radius of 227.50 feet, a central angle of 43 deg. 08 min. 42 sec., and being subtended by a chord which bears North 68 deg. 12 min. 12 sec. West - 167.29 feet,

THENCE in a northwesterly direction along said curve to the left, a distance of 171.31 feet,

THENCE North 89 deg. 46 min. 33 sec. West tangent to said curve, a distance of 57.99 feet,

THENCE North 44 deg. 46 min. 33 sec. West, a distance of 28.28 feet,

THENCE North 89 deg. 46 min. 33 sec. West, a distance of 55.00 feet,

THENCE South 45 deg. 03 min. 50 sec. West, a distance of 28.36 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 327.50 feet, a central angle of 14 deg. 05 min. 59 sec., and being subtended by a chord which bears South 81 deg. 40 min. 38 sec. West - 80.39 feet,

THENCE in a westerly direction along said curve to the left, a distance of 80.59 feet,

THENCE South 74 deg. 37 min. 38 sec. West tangent to said curve, a distance of 16.10 feet,

THENCE North 00 deg. 13 min. 27 sec. East, a distance of 1036.39 feet to the POINT OF BEGINNING, containing 975,185 square feet or 22.387 acres of land, more or less.

LOT SUMMARY TABLE

LOT	(SQ. FT.)
1	6677
2	7573
3	7706
4	7562
5	6620
6	6620
7	7469
8	8075
9	9855
10	7783
11	13793
12	8634
13	7183
14	6670
15	6670
16	6670
17	6670
18	6670
19	6611
20	10175
21	9580
22	6684
23	6670
24	6670
25	6620
26	6620
27	6670
28	6670
29	6670
30	6670
31	6670
32	6620
33	6859
34	11154
35	10603

LOT SUMMARY TABLE

LOT	(SQ. FT.)
36	6670
37	6670
38	6670
39	6670
40	6670
41	6620
42	6620
43	6670
44	6670
45	6670
46	6670
47	6670
48	6670
49	6670
50	6670
51	6670
52	6620
53	7622
54	8894
55	7598
56	7442
57	7471
58	7518
59	7412
60	11981
61	13959
62	7264
63	6670
64	6670
65	6670
66	6670
67	6670
68	6670
69	6670
70	6670

LOT SUMMARY TABLE

LOT	(SQ. FT.)
71	6670
72	6670
73	6670
74	8802
75	13460
76	7618
77	6620
78	6620
79	6670
80	6670
81	6670
82	6670
83	6670
84	6670
85	6670
86	6670
87	6670
88	6615
TOTAL	650,652

TRACT SUMMARY TABLE

TRACT	AREA (SQ. FT.)	USAGE	MAINTENANCE RESPONSIBILITY
A	49720	L.S.	H.O.A.
B	6101	L.S.	H.O.A.
C	16802	L.S.	H.O.A.
D	5180	L.S.	H.O.A.
E	2000	L.S., D/R, TRAIL	H.O.A.
F	1520	L.S.	H.O.A.
G	1000	L.S.	H.O.A.
H	1000	L.S.	H.O.A.
I	2000	L.S., D/R, TRAIL	H.O.A.
J	7637	L.S.	H.O.A.
K	1000	L.S., TRAIL	H.O.A.
L	1000	L.S.	H.O.A.
M	26865	L.S.	H.O.A.
N	2000	L.S.	H.O.A.
123,825 TOTAL AREA OF TRACTS (SQ. FT.)			

LAND USAGE LEGEND

L.S. LANDSCAPE
D/R DRAINAGE/RETENTION

MAINTENANCE LEGEND

H.O.A. HOME OWNERS ASSOCIATION

LAND USE TABLE

GROSS ACREAGE (TO BOUNDARY LINE)	22.387 ACRES
AREA OF PUBLIC STREETS	4.608 ACRES
NET ACREAGE	17.779 ACRES
AREA OF TRACTS	2.843 ACRES
TOTAL NUMBER OF LOTS	88 LOTS
OVERALL DENSITY	3.93 DU/ " GROSS" ACRE
AVERAGE AREA PER LOT	7,394 SQUARE FEET
PERCENTAGE OF OPEN SPACE	12.7%

AREA SUMMARY TABLE

	AREA (SQ. FT.)	AREA ACRES
GROSS ACREAGE	975185	22.387 AC.
RIGHT-OF-WAY	200708	4.607 AC.
AREA OF LOTS	650652	14.937 AC.
AREA OF TRACTS	123825	2.843

LEGEND

●	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120 TYPE "B"
○	CALCULATED POINT. NOTHING FOUND AND NOTHING SET
(M)	MEASURED
(R)	RECORD
W.E.	WATER EASEMENT
W.S.E.	WATER & SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT-OF-WAY
MCR	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
—	PLAT BOUNDARY LINE
—	RIGHT-OF-WAY LINE
---	EASEMENT LINE
----	SECTION LINE
- - -	CENTER LINE
----	MATCH LINE

RIO RANCHO ESTATES PRELIMINARY PLAT CONFORMANCE

PARCEL	CASE	LOT WIDTH				TOTAL	PP TOTAL	DIFFERENCE
		48'	53'	58'	63'			
3B	FS18-661	0	0	88	0	88	88	0

* = DENOTE LOTS MEASURED AT 20' FRONT BUILDING LINE ON VARIOUS PLAT SHEETS.

RESIDENTIAL DEVELOPMENT STANDARDS

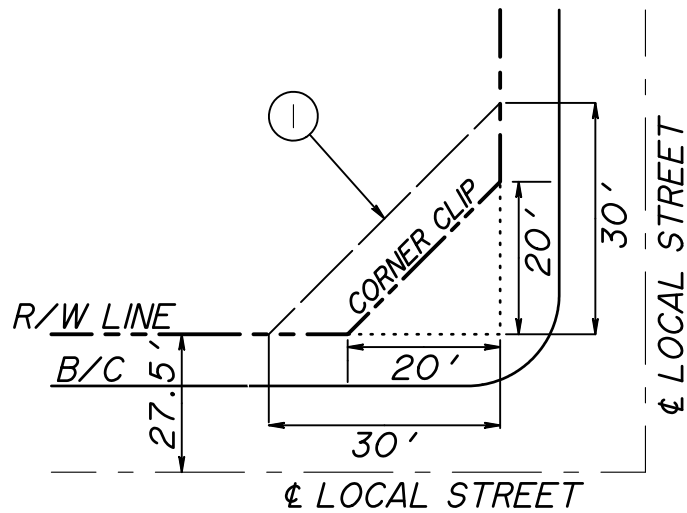
CASE NUMBER: FS17-259

ZONING DISTRICT	MINIMUM LOT SIZE		MINIMUM DEPTH	BUILDING HEIGHT	MINIMUM YARD SETBACKS			
	AREA	WIDTH			FRONT	SIDE	TOTAL SIDE	REAR
PUD-RM-6	6,600	50	100'	35	12' / 20'	5	13	20

NOTE:
1. 1 FRONT FACING GARAGES SHALL HAVE A MINIMUM 21-FOOT FRONT YARD SETBACK.
2. 1 MAXIMUM COVERAGE OF 55% FOR ALL ZONING DISTRICTS.

MONUMENT NOTES

- FOUND 1/2" REBAR RLS# 38863 LOCALLY ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 3, T4N, R2W, SHOWN IN LAND DIVISION SURVEY BOOK 1110, PAGE 49, M.C.R.
- CALCULATED POSITION OF THE SOUTH QUARTER CORNER OF SECTION 3, T4N, R2W PER BOOK 888 OF MAPS, PAGE 24, M.C.R. MAG STD. DTL. TYPE "A" WILL BE SET AFTER FINAL IMPROVEMENTS TO WEST HAPPY VALLEY ROAD ARE IN PLACE.
- CALCULATED POSITION OF SOUTHEAST CORNER OF SECTION 3, T4N, R2W BASED ON REFERENCE MONUMENTS PER PLSS SUBDIVISION MAP BOOK 1029 OF SURVEYS, PAGE 48, M.C.R.
- FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE EAST QUARTER CORNER OF SECTION 3, T4N, R2W RLS# 35832 DATED 2004
- FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE NORTH QUARTER CORNER OF SECTION 3, T4N, R2W RLS# 35832 DATED 2004
- FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE AT THE NORTHWEST CORNER OF SECTION 3, T4N, R2W
- FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN CONCRETE BASE AT THE WEST QUARTER CORNER OF SECTION 3, T4N, R2W
- CALCULATED CENTER OF SECTION 3, T4N, R2W
- FOUND ALUMINUM CAPPED ROD DATED, 2004 RLS# 35832
- FOUND 5/8" REBAR



NOTE:
DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS.

① = 30' X 30' SIGHT VISIBILITY TRIANGLE

LOCAL SIGHT VISIBILITY TRIANGLES PER C.O.S. DETAIL 4-02

N. T. S.

PREPARED AUGUST 2020 SHEET 2 OF 4

PREPARED BY:

GOODWIN & MARSHALL

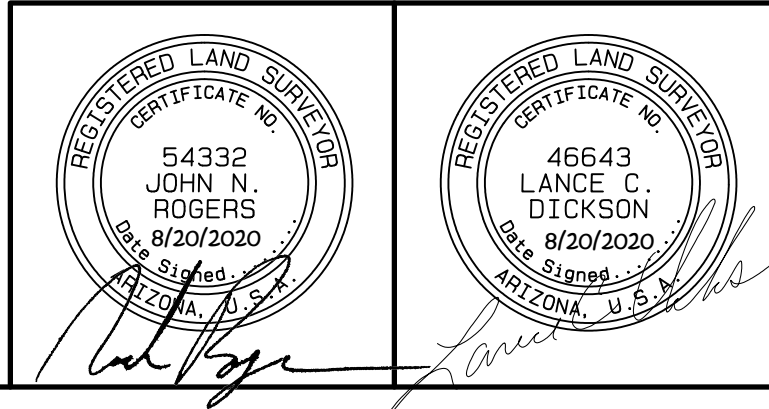
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 South Alma School Road, Suite 2
Chandler, Arizona 85286
(602) 218-7285

SURVEYED BY:



2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246 - 9919



FINAL PLAT OF "RIO RANCHO, PARCEL 3B"

CASE NO. FS18-661

W:\10692A - Rio Rancho\COGO\PARCEL 3B\3B FPLAT.pro Plotted: Thu Aug 20 10:03:56 2020



GRAND 53, LLC
2016-0832362, MCR

NORTH LINE OF THE SW 1/4
OF SEC. 3, T4N, R2W
S 89°46'33" E 1049.72' BASIS OF BEARINGS

SUMMER WINDS
1998-0949669, MCR

LINE TABLE

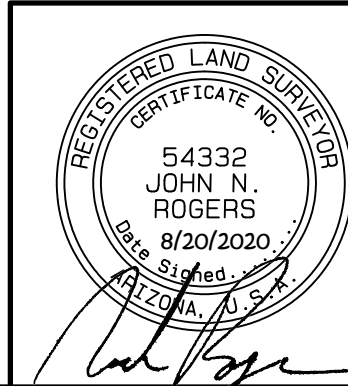
LINE	BEARING	DISTANCE
L1	S43°22'03"W	49.90'
L2	N46°37'57"W	19.83'
L3	S43°22'03"W	55.00'
L4	S01°37'54"E	28.28'
L5	S88°22'09"W	28.28'
L6	N89°46'33"W	57.99'
L7	N44°46'33"W	28.28'
L8	N89°46'33"W	55.00'
L9	S45°03'50"W	28.36'
L10	S74°37'38"W	46.10'
L11	S44°46'33"E	19.68'
L12	S45°13'27"E	19.68'
L13	N01°37'51"W	19.68'
L14	N46°37'51"E	64.48'
L15	S44°46'33"E	28.28'
L16	N45°13'27"E	28.28'
L17	N45°13'27"E	28.28'
L18	S44°46'33"E	28.28'
L19	S13°16'15"E	33.41'
L20	S88°22'06"W	28.28'
L21	S88°22'09"W	28.28'
L22	S01°37'51"E	28.28'
L23	S88°22'09"W	28.28'
L24	N46°37'51"W	16.98'
L25	S46°37'51"E	22.55'
L26	N45°13'27"E	28.28'
L27	N44°46'33"W	28.28'
L28	N45°13'27"E	28.28'
L29	N44°46'33"W	28.28'
L30	S64°06'38"E	7.40'
L31	N01°37'54"W	5.86'

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	227.50'	171.31'	43°08'42"	N68°12'12"W	167.29'
C2	327.50'	80.59'	14°05'59"	S81°40'38"W	80.39'
C3	150.00'	112.95'	43°08'42"	S21°47'48"W	110.30'
C4	175.00'	131.78'	43°08'42"	N68°12'12"W	128.69'
C5	150.00'	112.95'	43°08'42"	N68°12'12"W	110.30'
C6	177.50'	51.54'	16°38'13"	S08°32'33"W	51.36'
C7	122.50'	92.25'	43°08'42"	S21°47'48"W	90.08'
C8	147.50'	111.07'	43°08'42"	N68°12'12"W	108.47'
C9	202.50'	152.49'	43°08'42"	N68°12'12"W	148.91'
C10	122.50'	92.25'	43°08'42"	N68°12'12"W	90.08'
C11	177.50'	133.66'	43°08'42"	N68°12'12"W	130.53'
C12	50.00'	138.02'	158°09'41"	N45°13'27"E	98.19'
C13	50.00'	138.02'	158°09'41"	N44°46'33"W	98.19'
C14	50.00'	138.02'	158°09'41"	S88°22'09"W	98.19'

* = DENOTE LOTS MEASURED AT 20' FRONT BUILDING LINE.

① = 30' X 30' SIGHT VISIBILITY TRIANGLE
SEE SHEET TWO FOR DETAIL



PREPARED AUGUST 2020 SHEET 3 OF 4

PREPARED BY:

GOODWIN & MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 South Alma School Road, Suite 2
Chandler, Arizona 85286
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SURVEYED BY:

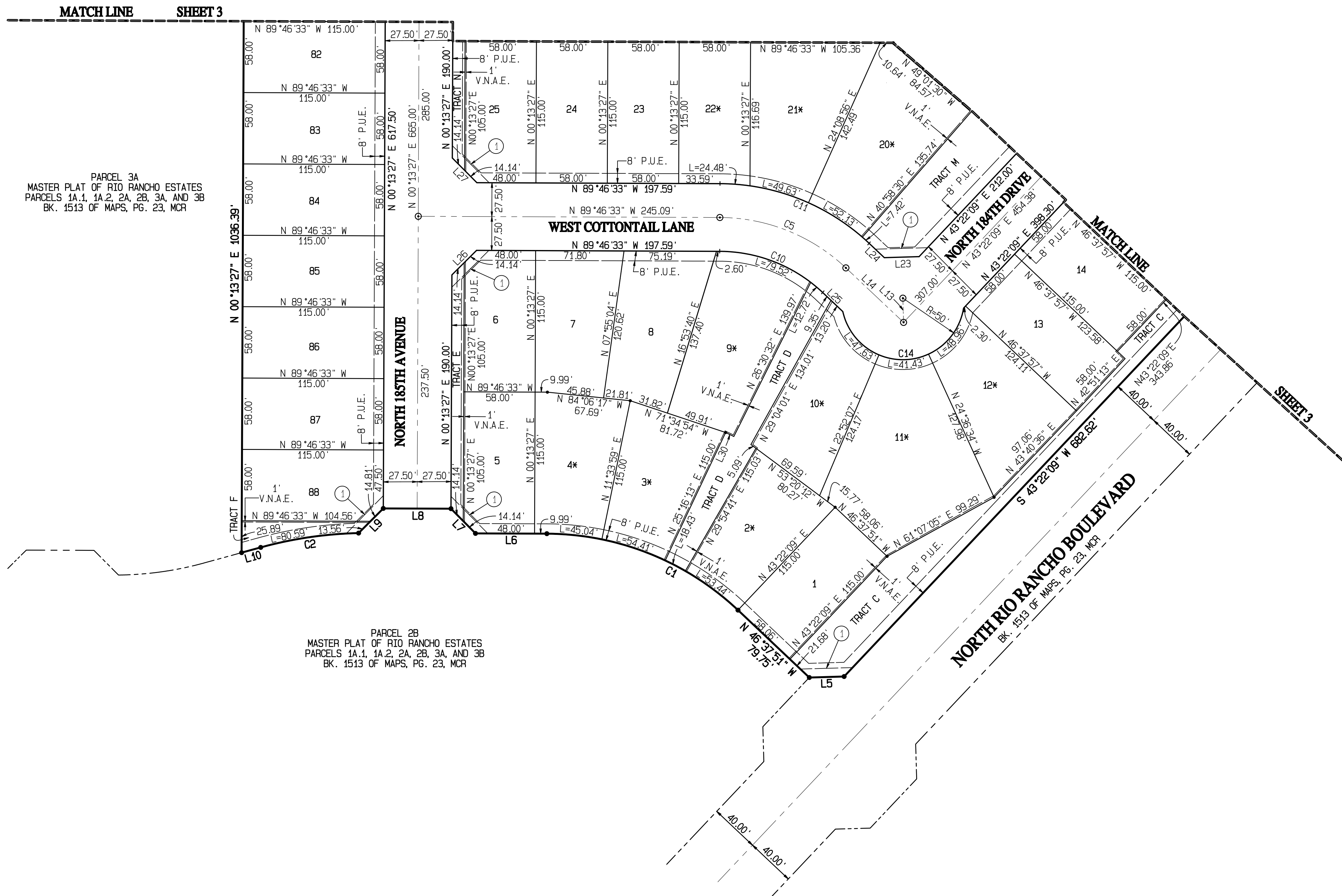


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FINAL PLAT OF RIO RANCHO, PARCEL 3B

CASE NO. FS18-661

W:\10692A - Rio Rancho\COGO\PARCEL 3B\3B FLAT.plt Thu Aug 20 10:04:41 2020



CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	227.50'	171.31'	43°08'42"	N68°12'12"W	167.29'
C2	327.50'	80.59'	14°05'59"	S81°40'38"W	80.39'
C3	150.00'	112.95'	43°08'42"	S21°47'48"W	110.30'
C4	175.00'	131.78'	43°08'42"	N68°12'12"W	128.69'
C5	150.00'	112.95'	43°08'42"	N68°12'12"W	110.30'
C6	177.50'	51.54'	16°38'13"	S08°32'33"W	51.36'
C7	122.50'	92.25'	43°08'42"	S21°47'48"W	90.08'
C8	147.50'	111.07'	43°08'42"	N68°12'12"W	108.47'
C9	202.50'	152.49'	43°08'42"	N68°12'12"W	148.91'
C10	122.50'	92.25'	43°08'42"	N68°12'12"W	90.08'
C11	177.50'	133.66'	43°08'42"	N68°12'12"W	130.53'
C12	50.00'	138.02'	158°09'41"	N45°13'27"E	98.19'
C13	50.00'	138.02'	158°09'41"	N44°46'33"W	98.19'
C14	50.00'	138.02'	158°09'41"	S88°22'09"W	98.19'

① = 30' X 30' SIGHT VISIBILITY TRIANGLE
SEE SHEET TWO FOR DETAIL



2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246 - 9919

RIO RANCHO

Phase 3B Hardscape Construction Documents

RECEIVED
08/21/2020



RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE:	AUGUST 2020
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISIONS:	

SHEET TITLE:
HARDSCAPE COVER SHEET

SHEET NUMBER:

H0.1

Hardscape Quantities:

	Type	Units	Quantity
Concrete			
OPEN SPACE SIDEWALK	'GREY'	S.F.	2,490
Masonry Walls			
COMMUNITY WALL	6'-0"	L.F.	3,370
PARTIAL VIEW WALL	6'-0"	L.F.	810
FULL VIEW WALL	6'-0"	L.F.	290
GABION BASKET COLUMN	6'-8"	EA.	1
COMMUNITY & PARTIAL VIEW WALL CMU COLUMN	6'-8"	EA.	66
Entry Features			
NEIGHBORHOOD ENTRANCE	1	EA.	1

1. QUANTITIES ARE FOR REFERENCE PURPOSES ONLY.
2. WALLS, RAMADAS AND OTHER AMENITIES SHALL BE SUBMITTED TO BUILDING SAFETY FOR REVIEW, APPROVAL, PERMITTING AND INSPECTION

Callout Notes:

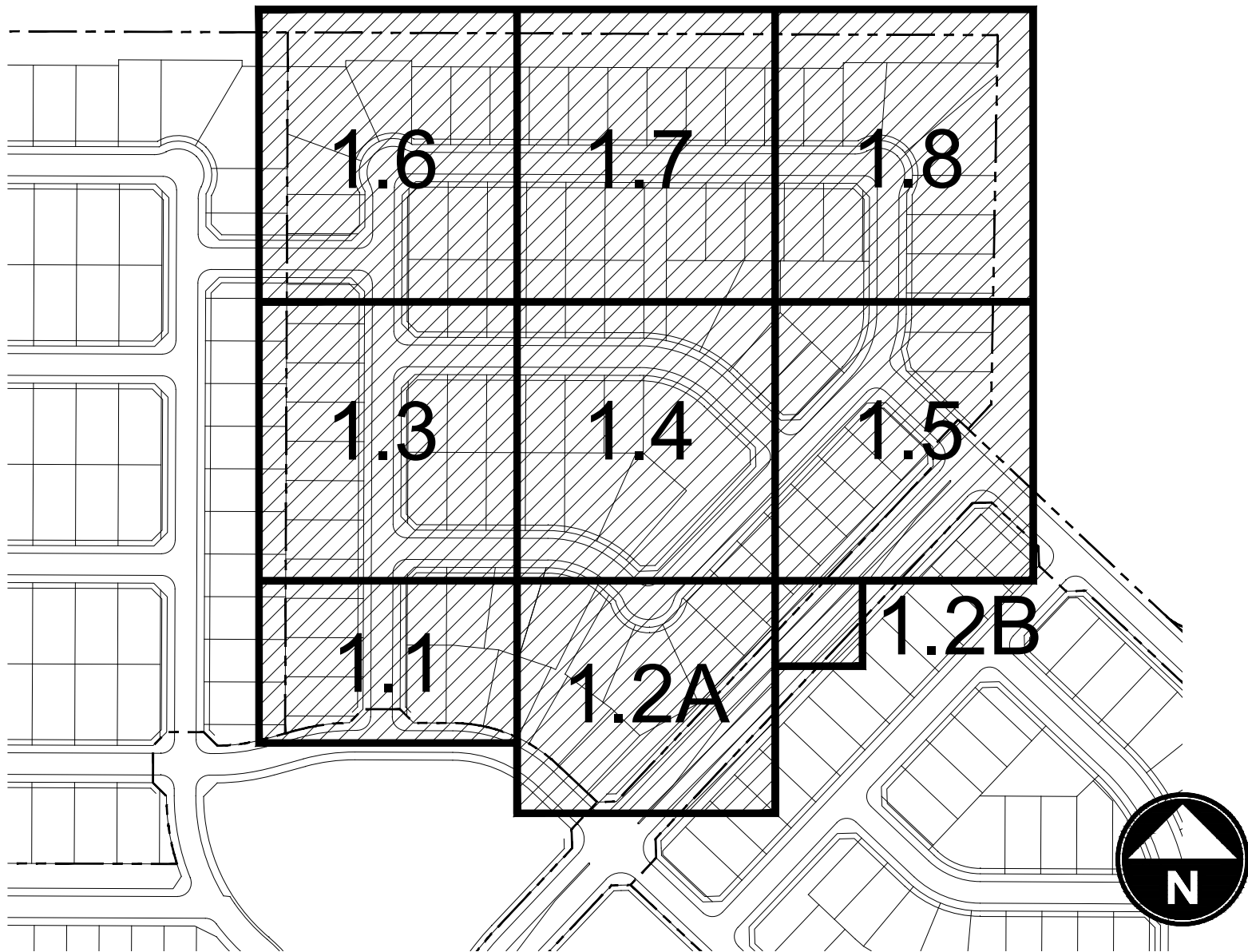
- NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 1 - 3, SHEET H.10
- COMMUNITY WALL (TYP.)
SEE DETAIL 5 - 6, SHEET H1.9
- PARTIAL VIEW WALL
SEE DETAIL 8 - 9, SHEET H1.9
- FULL VIEW WALL
SEE DETAIL 4 - 5, SHEET H1.10
- GABION BASKET COLUMN (TYP.)
SEE DETAIL 4, SHEET H1.9
- CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.9
- 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAILS 2 - 3, SHEET H1.9
- ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 4" X 6" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.9
- STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02
- DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS
- SIGHT DISTANCE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-01

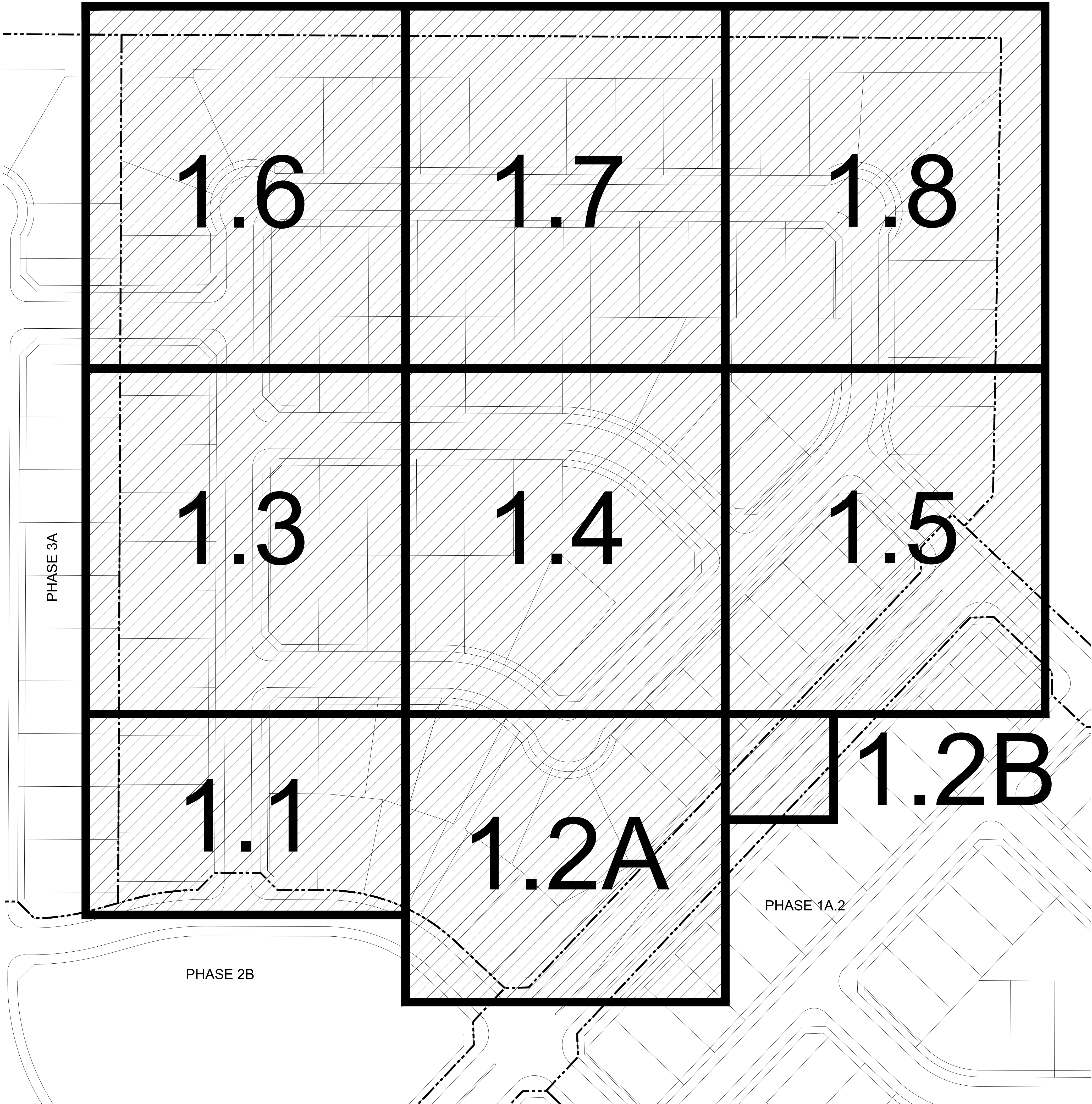
ALL SIDEWALKS LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL BE
CONSTRUCTED FROM THE APPROVED CIVIL ENGINEERING PLANS.

Sheet Index:

SHEET H0.1	HARDSCAPE COVER SHEET
SHEET H0.2	OVERALL HARDSCAPE PLAN
SHEET H1.1	HARDSCAPE PLAN
SHEET H1.2	HARDSCAPE PLAN
SHEET H1.3	HARDSCAPE PLAN
SHEET H1.4	HARDSCAPE PLAN
SHEET H1.5	HARDSCAPE PLAN
SHEET H1.6	HARDSCAPE PLAN
SHEET H1.7	HARDSCAPE PLAN
SHEET H1.8	HARDSCAPE PLAN
SHEET H1.9	HARDSCAPE DETAILS
SHEET H1.10	HARDSCAPE DETAILS

KEY MAP:





- Callout Notes:
- 1

NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 1 - 3, SHEET H1.10
- 2

COMMUNITY WALL (TYP.)
SEE DETAIL 5 - 6, SHEET H1.9
- 3

PARTIAL VIEW WALL
SEE DETAIL 8 - 9, SHEET H1.9
- 4

FULL VIEW WALL
SEE DETAIL 4 - 5, SHEET H1.10
- 5

GABION BASKET COLUMN (TYP.)
SEE DETAIL 4, SHEET H1.9
- 6

CMU COLUMN (TYP.)
SEE DETAIL 7 , SHEET H1.9
- 7

5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8

6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAILS 2 - 3, SHEET H1.9
- 9

ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10

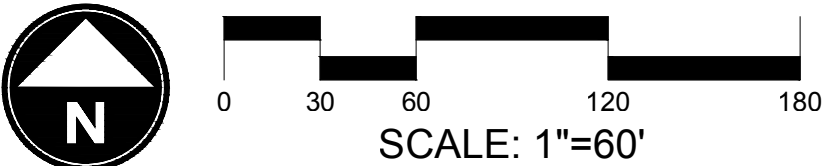
4" X 6" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.9
- 11

STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 12

LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02
- 13

DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS.
- 14

SIGHT DISTANCE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-01



LANDSCAPE DESIGN GROUP

EST. 2006

LDG

SALT LAKE CITY

PLANNING & LANDSCAPE ARCHITECTURE

RIO RANCHO

PHASE 3B

CONSTRUCTION DOCUMENTS

CITY OF SURPRISE, ARIZONA

REGISTERED LANDSCAPE ARCHITECT

41357

CHRIS ERIC

LANGVARDT

State Signed 08/20

ARIZONA, U.S.A.

Chris Langvardt

PREPARED FOR:

DATE:

AUGUST 2020

PROJECT:

000.0000.81

DRAWN BY:

TK

REVIEW BY:

DL

VERSION:

REVISIONS:

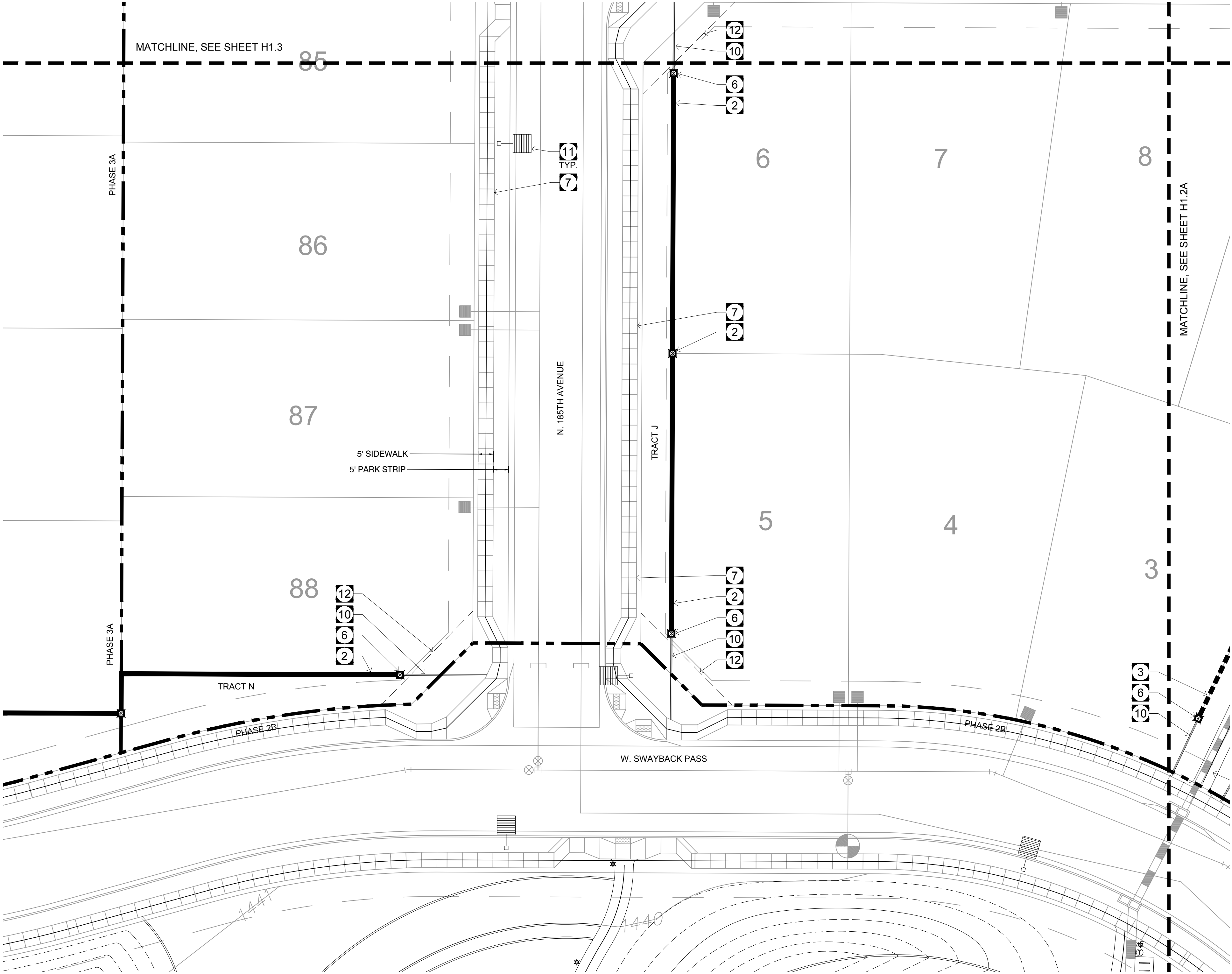
SHEET TITLE:

OVERALL
HARDSCAPE PLAN

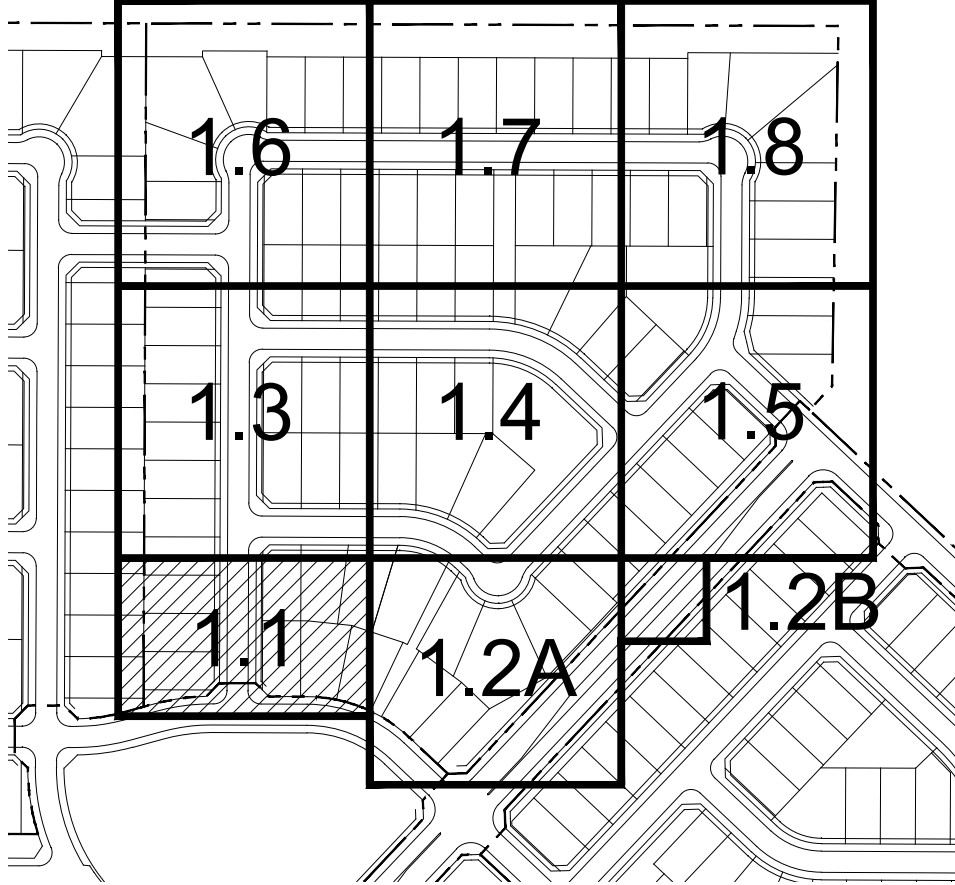
SHEET NUMBER:

H0.2

Page 124 of 570



KEY MAP:



Callout Notes:

- 1 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 1 - 3, SHEET H.10
- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 5 - 6, SHEET H1.9
- 3 PARTIAL VIEW WALL
SEE DETAIL 8 - 9, SHEET H1.9
- 4 FULL VIEW WALL
SEE DETAIL 4 - 5, SHEET H1.10
- 5 GABION BASKET COLUMN (TYP.)
SEE DETAIL 4, SHEET H1.9
- 6 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.9
- 7 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAILS 2 - 3, SHEET H1.9
- 9 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 4" X 6" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.9
- 11 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 12 LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02
- 13 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS.
- 14 SIGHT DISTANCE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-01

RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



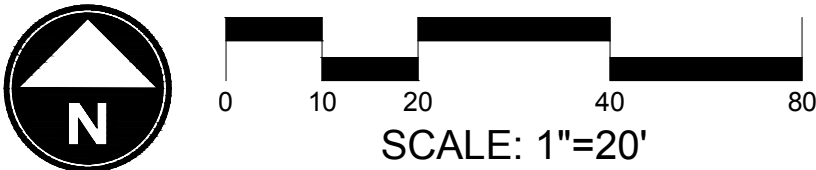
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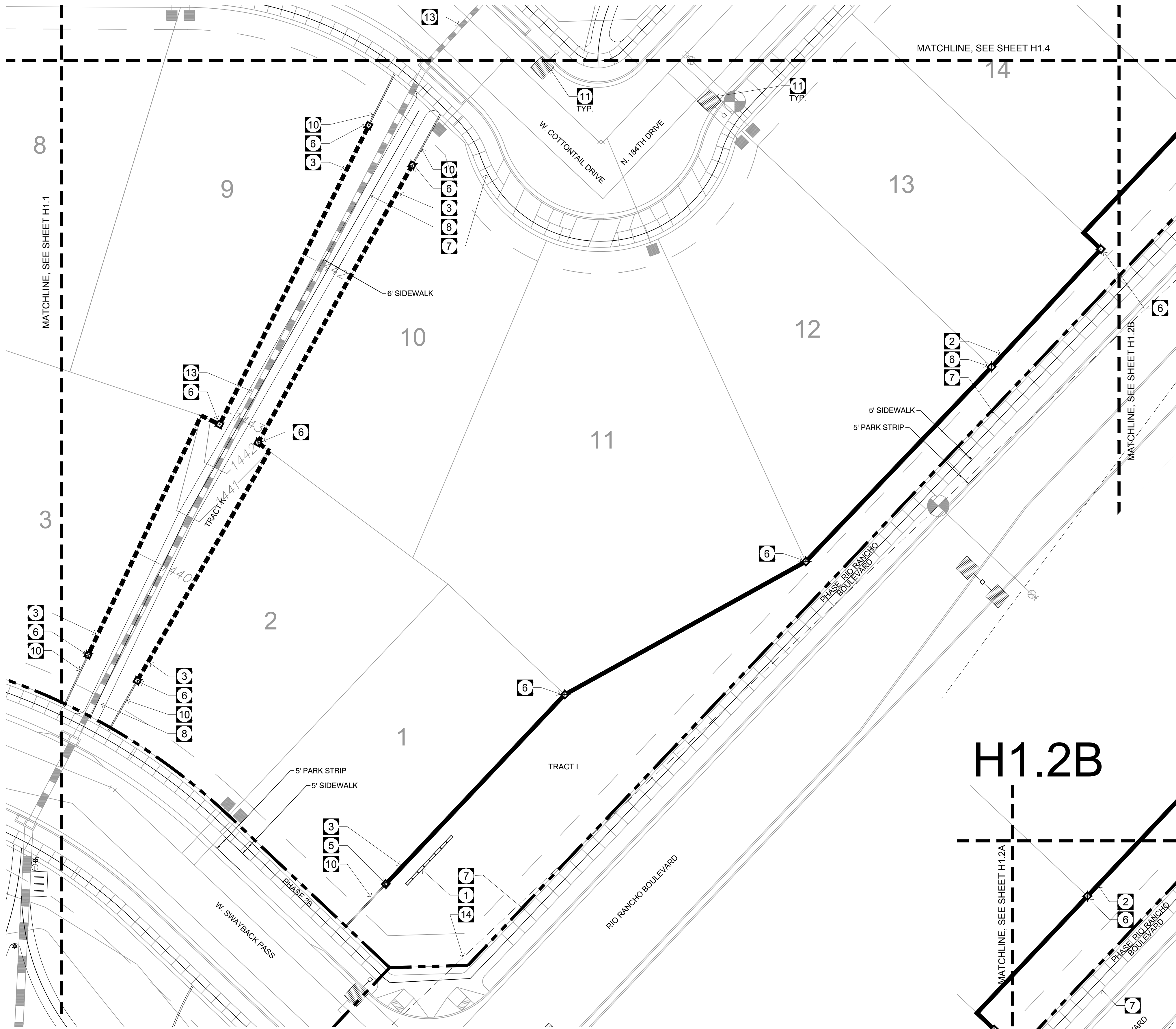
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PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISIONS:	

SHEET TITLE:
HARDSCAPE
PLAN

SHEET NUMBER:

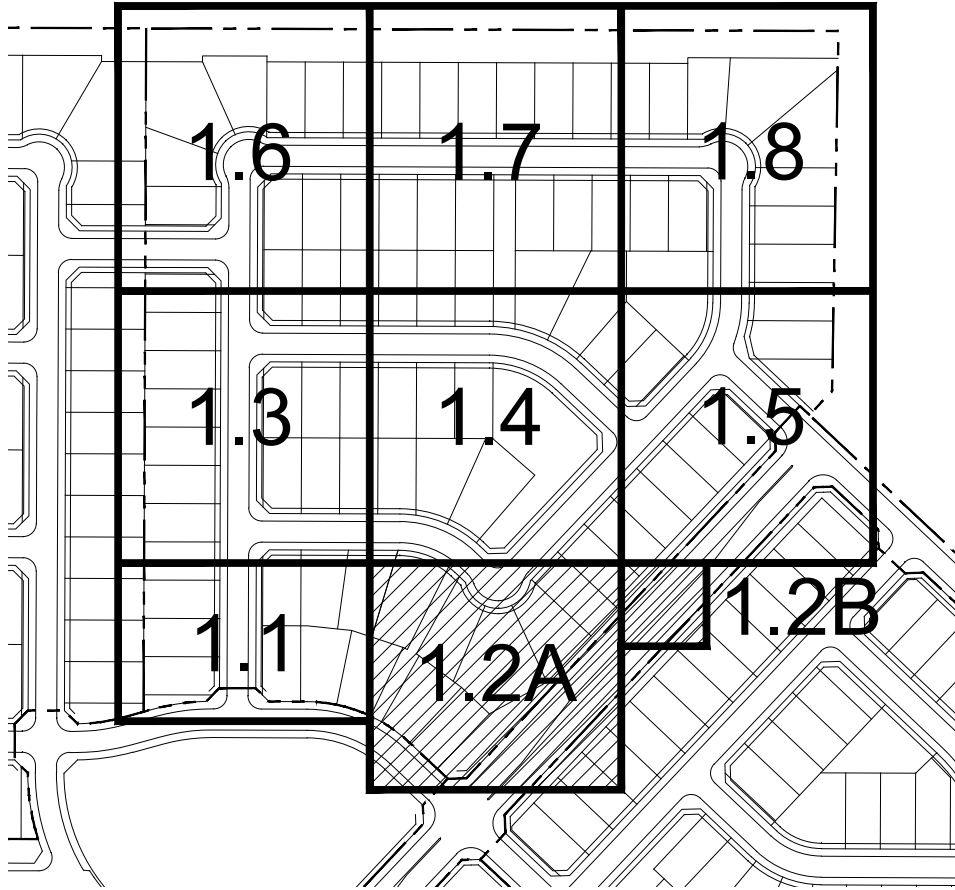
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H1.2A

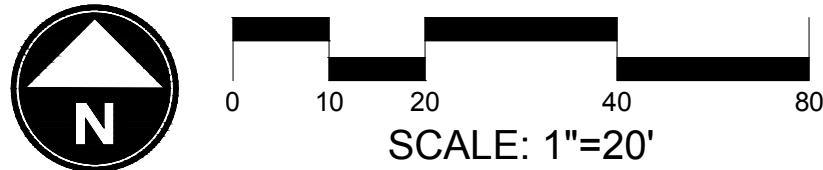
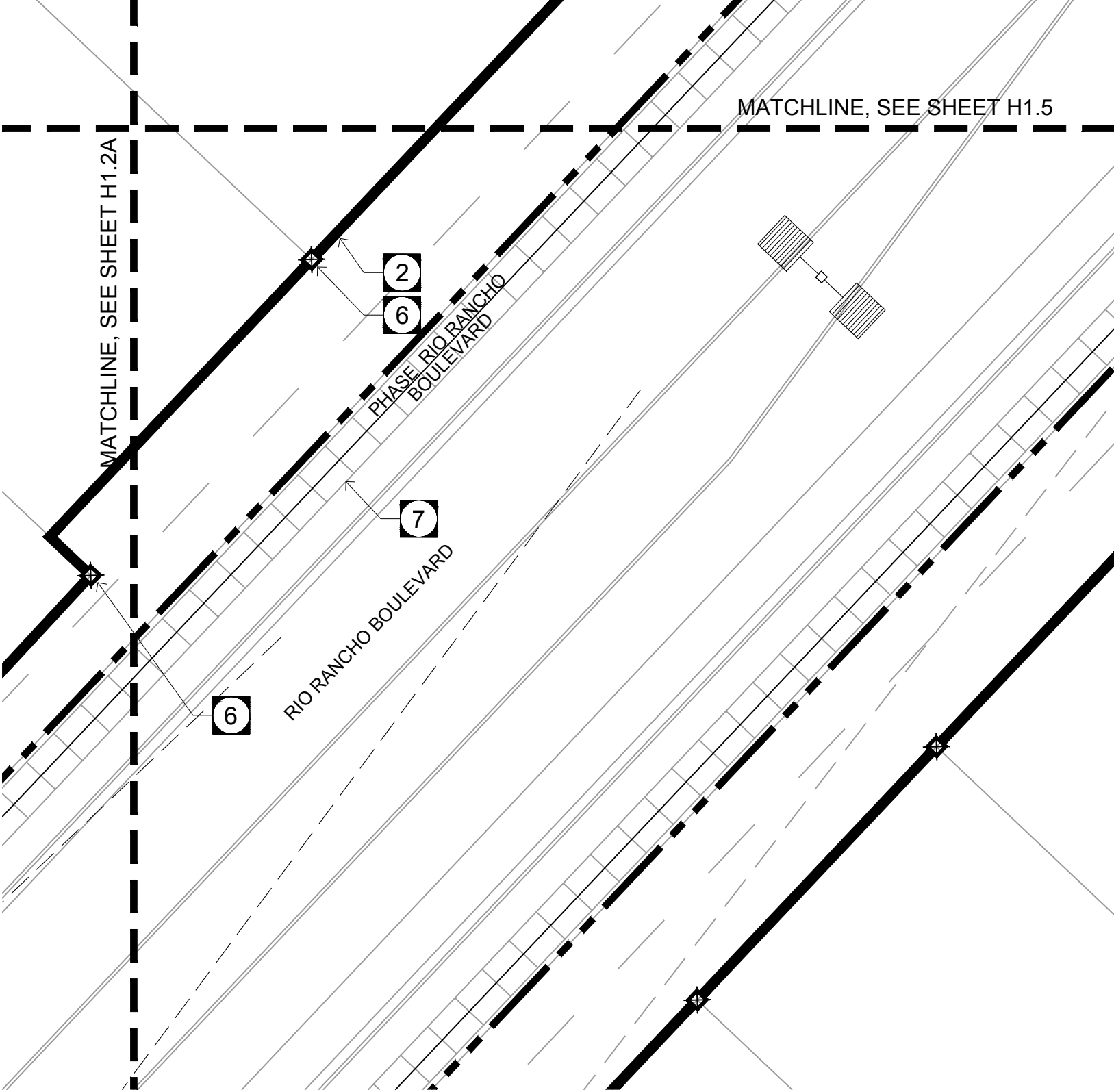
KEY MAP:



Callout Notes:

- 1 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 1 - 3, SHEET H.10
- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 5 - 6, SHEET H1.9
- 3 PARTIAL VIEW WALL
SEE DETAIL 8 - 9, SHEET H1.9
- 4 FULL VIEW WALL
SEE DETAIL 4 - 5, SHEET H1.10
- 5 GABION BASKET COLUMN (TYP.)
SEE DETAIL 4, SHEET H1.9
- 6 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.9
- 7 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAILS 2 - 3, SHEET H1.9
- 9 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 4" X 6" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.9
- 11 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 12 LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02
- 13 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS.
- 14 SIGHT DISTANCE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-01

H1.2B



LANDSCART DESIGN GROUP
EST. 2006
LDG
LANDSCAPE ARCHITECTURE
PLANNING & LANDSCAPE ARCHITECTURE

RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA

REQUIRED LANDSCAPE NOTED
41357
CHRIS ERIC
LANGVARDT
State Signed 08/20
ARIZONA, U.S.A.
Chris Langvardt

PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: DL

VERSION:

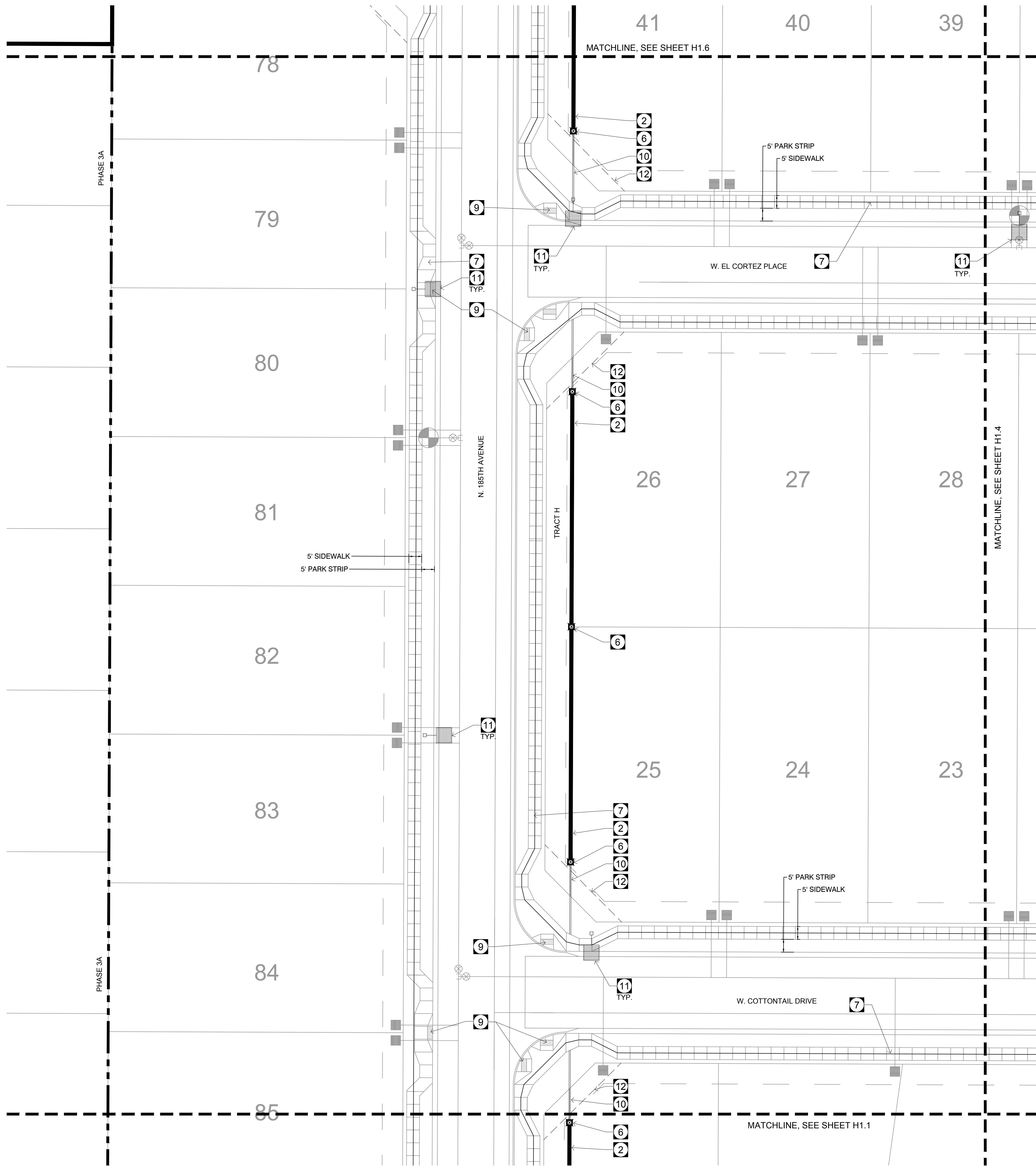
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HARDSCAPE
PLAN

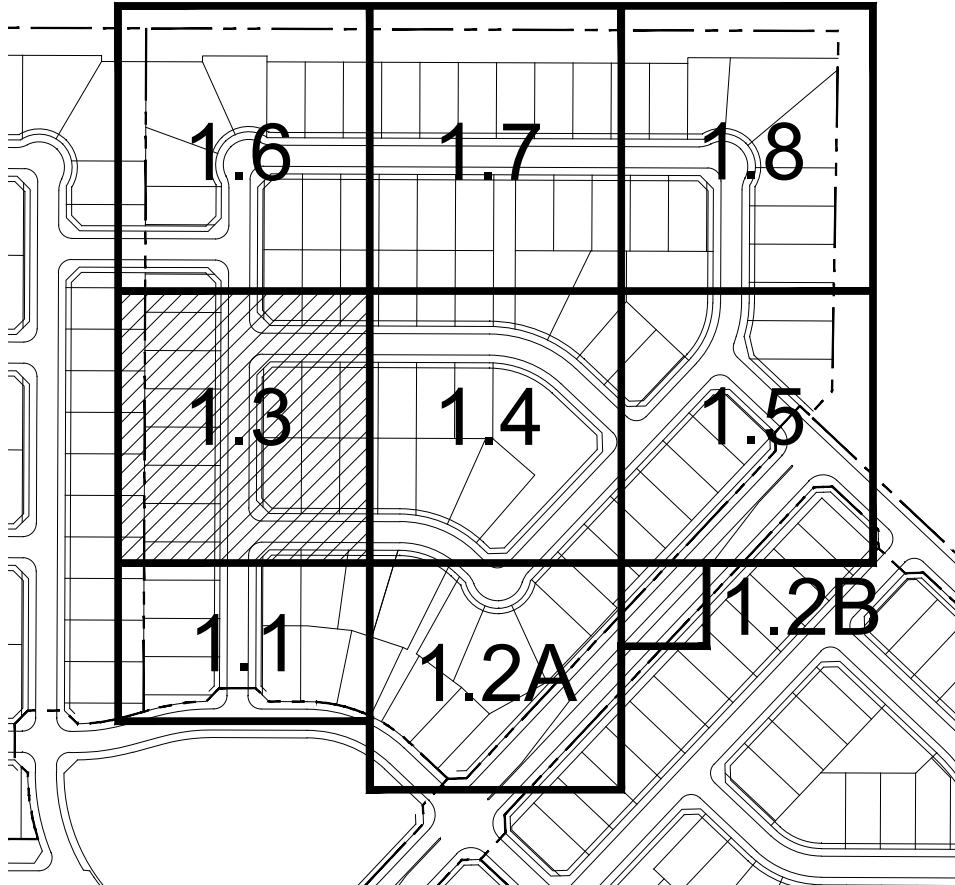
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KEY MAP:



Callout Notes:

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- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 5 - 6, SHEET H1.9
- 3 PARTIAL VIEW WALL
SEE DETAIL 8 - 9, SHEET H1.9
- 4 FULL VIEW WALL
SEE DETAIL 4 - 5, SHEET H1.10
- 5 GABION BASKET COLUMN (TYP.)
SEE DETAIL 4, SHEET H1.9
- 6 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.9
- 7 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
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SEE DETAILS 2 - 3, SHEET H1.9
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(SEE ELECTRICAL PLANS)
- 12 LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02
- 13 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS.
- 14 SIGHT DISTANCE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-01



LANGVARDT DESIGN GROUP

EST. 2006

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SALT LAKE CITY

PLANNING & LANDSCAPE ARCHITECTURE

RIO RANCHO

PHASE 3B

CONSTRUCTION DOCUMENTS

CITY OF SURPRISE, ARIZONA

41357

CHRIS ERIC

LANGVARDT

Arizona

PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: DL

VERSION:

REVISIONS:

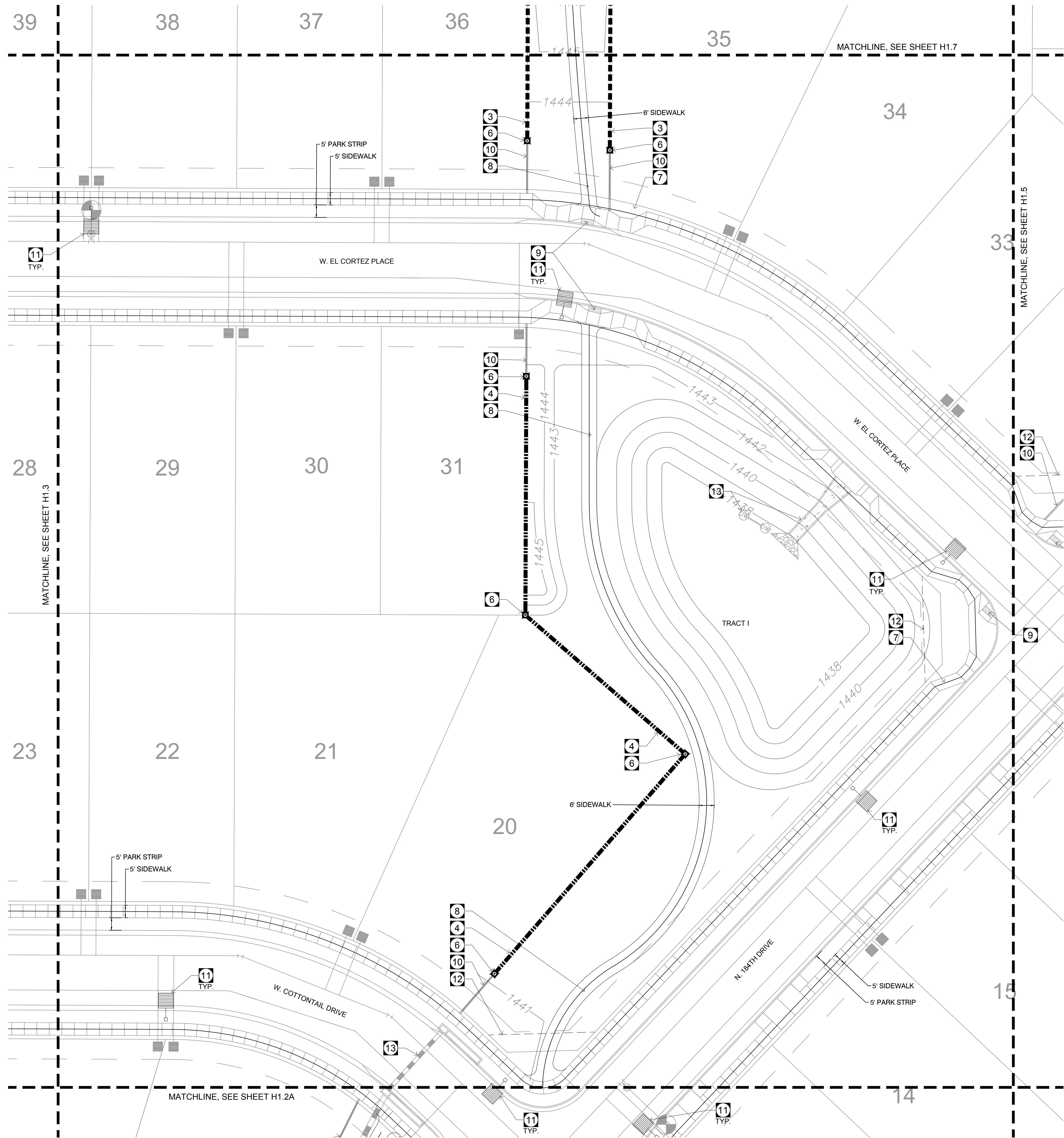
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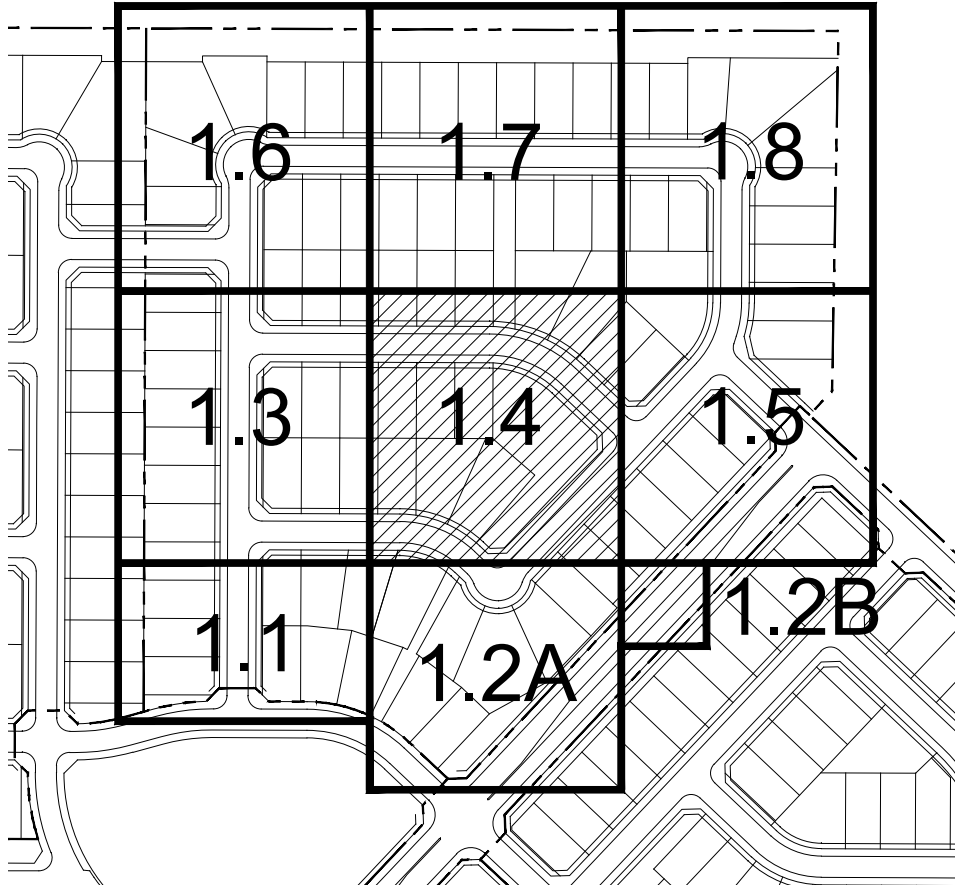
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KEY MAP:



Callout Notes:

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- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 5 - 6, SHEET H1.9
- 3 PARTIAL VIEW WALL
SEE DETAIL 8 - 9, SHEET H1.9
- 4 FULL VIEW WALL
SEE DETAIL 4 - 5, SHEET H1.10
- 5 GABION BASKET COLUMN (TYP.)
SEE DETAIL 4, SHEET H1.9
- 6 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.9
- 7 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAILS 2 - 3, SHEET H1.9
- 9 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 4" X 6" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.9
- 11 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 12 LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02
- 13 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS.
- 14 SIGHT DISTANCE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-01



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PLANNING & LANDSCAPE ARCHITECTURE

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CONSTRUCTION DOCUMENTS

CITY OF SURPRISE, ARIZONA

REGISTERED LANDSCAPE ARCHITECT

41357

CHRIS ERIC LANGVARDT

State Signed 08/20

ARIZONA, U.S.A.

PREPARED FOR:

DATE:

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PROJECT:

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TK

REVIEW BY:

DL

VERSION:

REVISIONS:

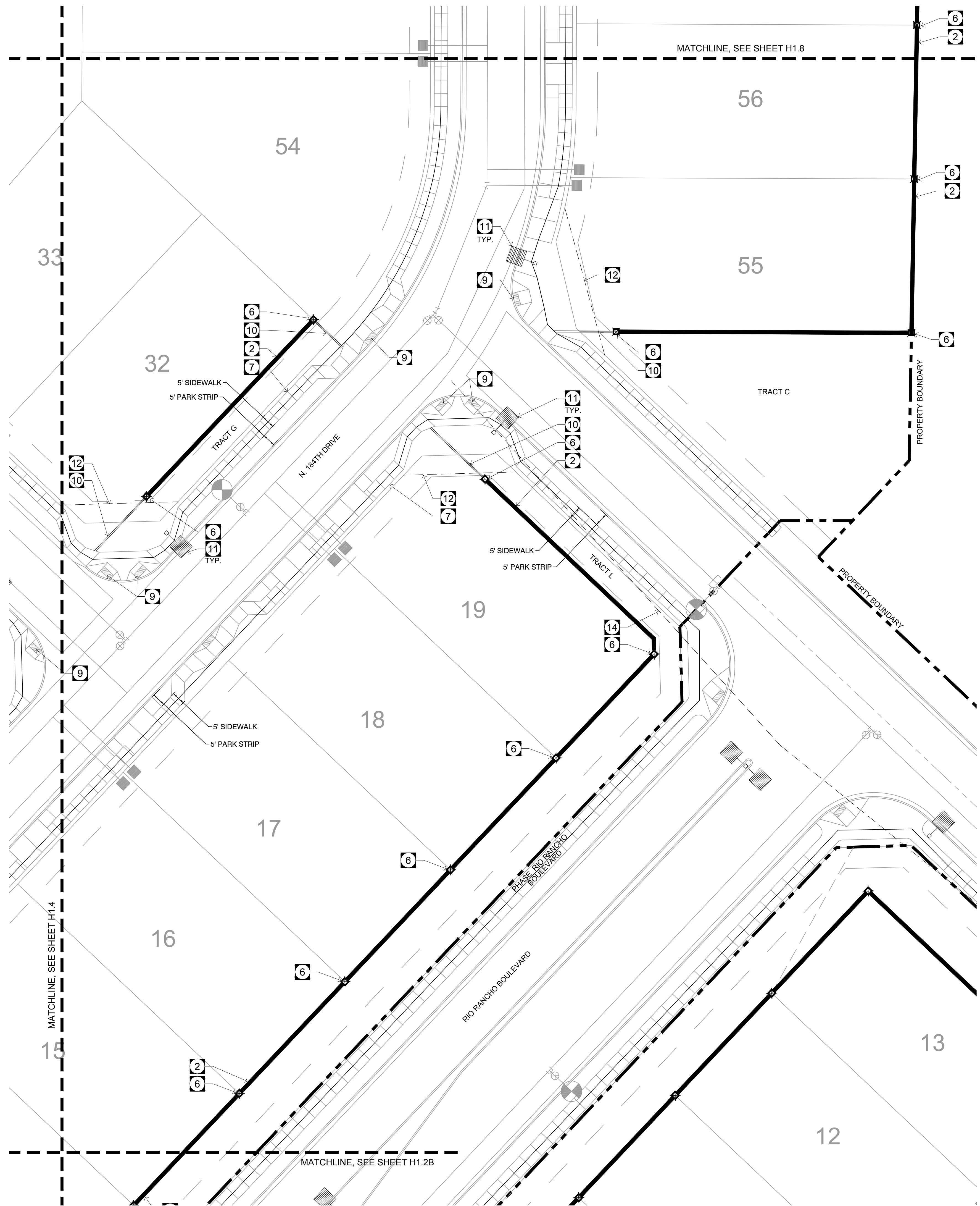
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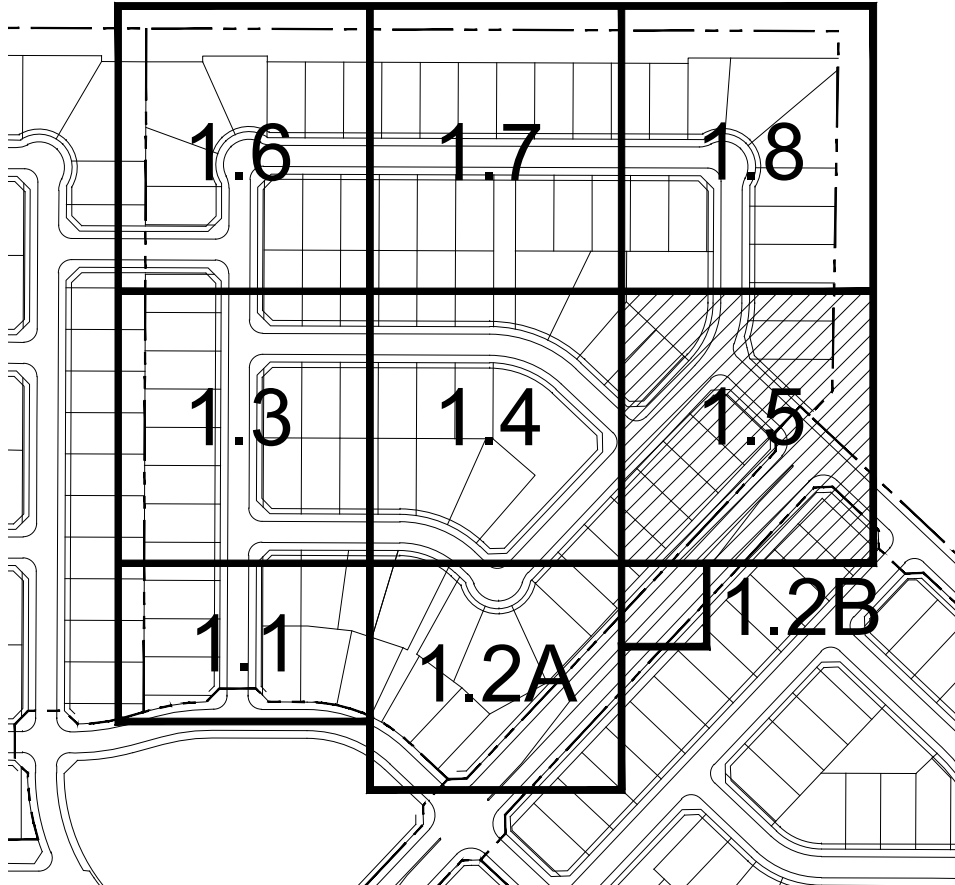
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H1.4

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KEY MAP:



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- 2 COMMUNITY WALL (TYP.)
SEE DETAIL 5 - 6, SHEET H1.9
- 3 PARTIAL VIEW WALL
SEE DETAIL 8 - 9, SHEET H1.9
- 4 FULL VIEW WALL
SEE DETAIL 4 - 5, SHEET H1.10
- 5 GABION BASKET COLUMN (TYP.)
SEE DETAIL 4, SHEET H1.9
- 6 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.9
- 7 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
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(SEE ELECTRICAL PLANS)
- 12 LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02
- 13 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS.
- 14 SIGHT DISTANCE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-01



RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

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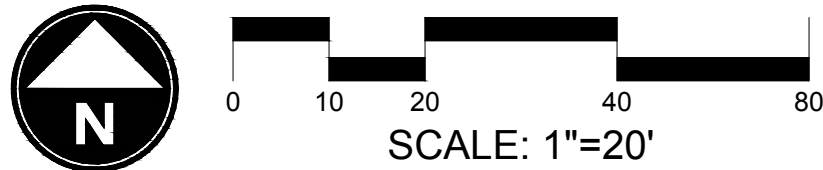
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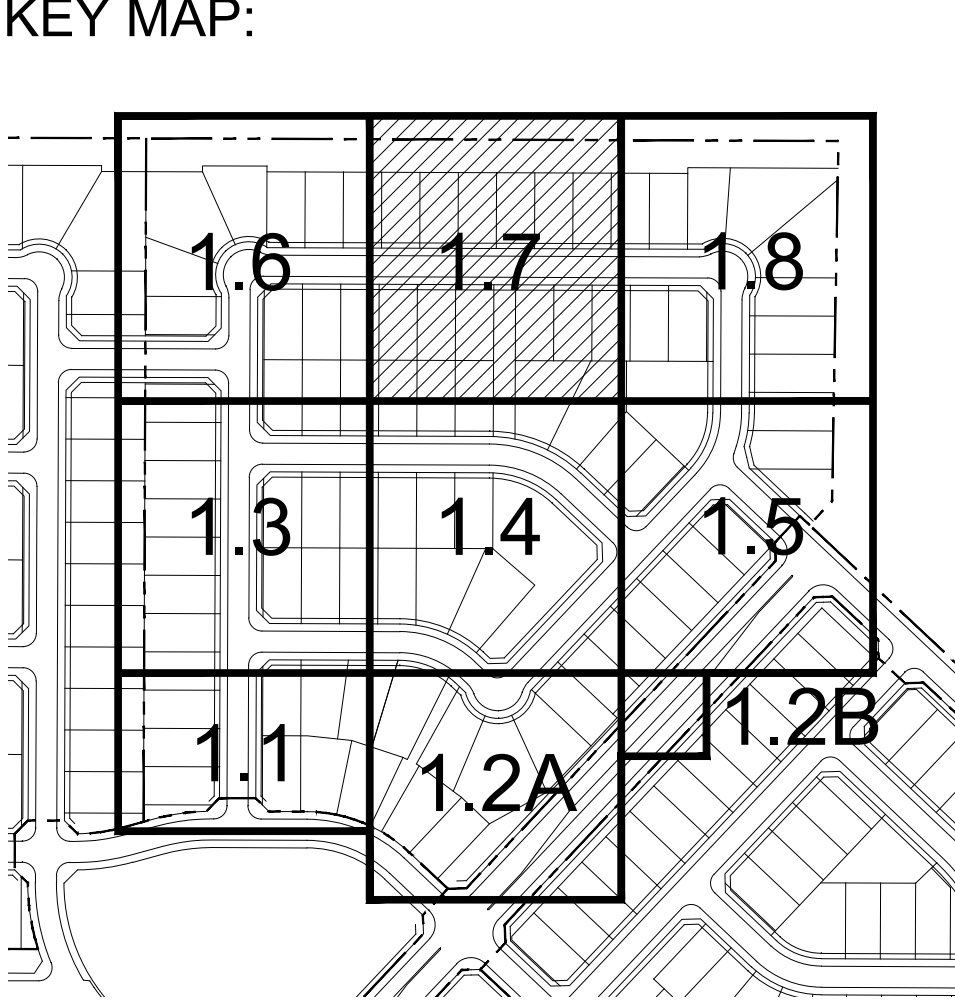
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HARDSCAPE
PLAN

SHEET NUMBER:

H1.5





1 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 1 - 3, SHEET H.10

2 COMMUNITY WALL (TYP.)
SEE DETAIL 5 - 6, SHEET H.19

3 PARTIAL VIEW WALL
SEE DETAIL 8 - 9, SHEET H.19

4 FULL VIEW WALL
SEE DETAIL 4 - 5, SHEET H.10

5 GABION BASKET COLUMN (TYP.)
SEE DETAIL 4, SHEET H.19

6 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H.19

7 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS

8 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAILS 2 - 3, SHEET H.19

9 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS

10 4' x 6' EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H.19

11 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)

12 LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02

13 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS.

14 SIGHT DISTANCE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-01



RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



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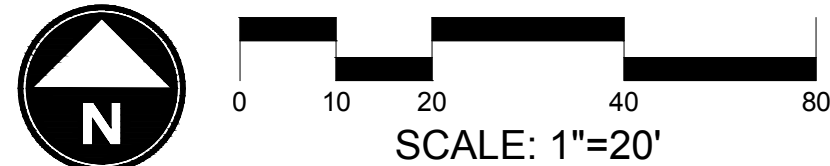
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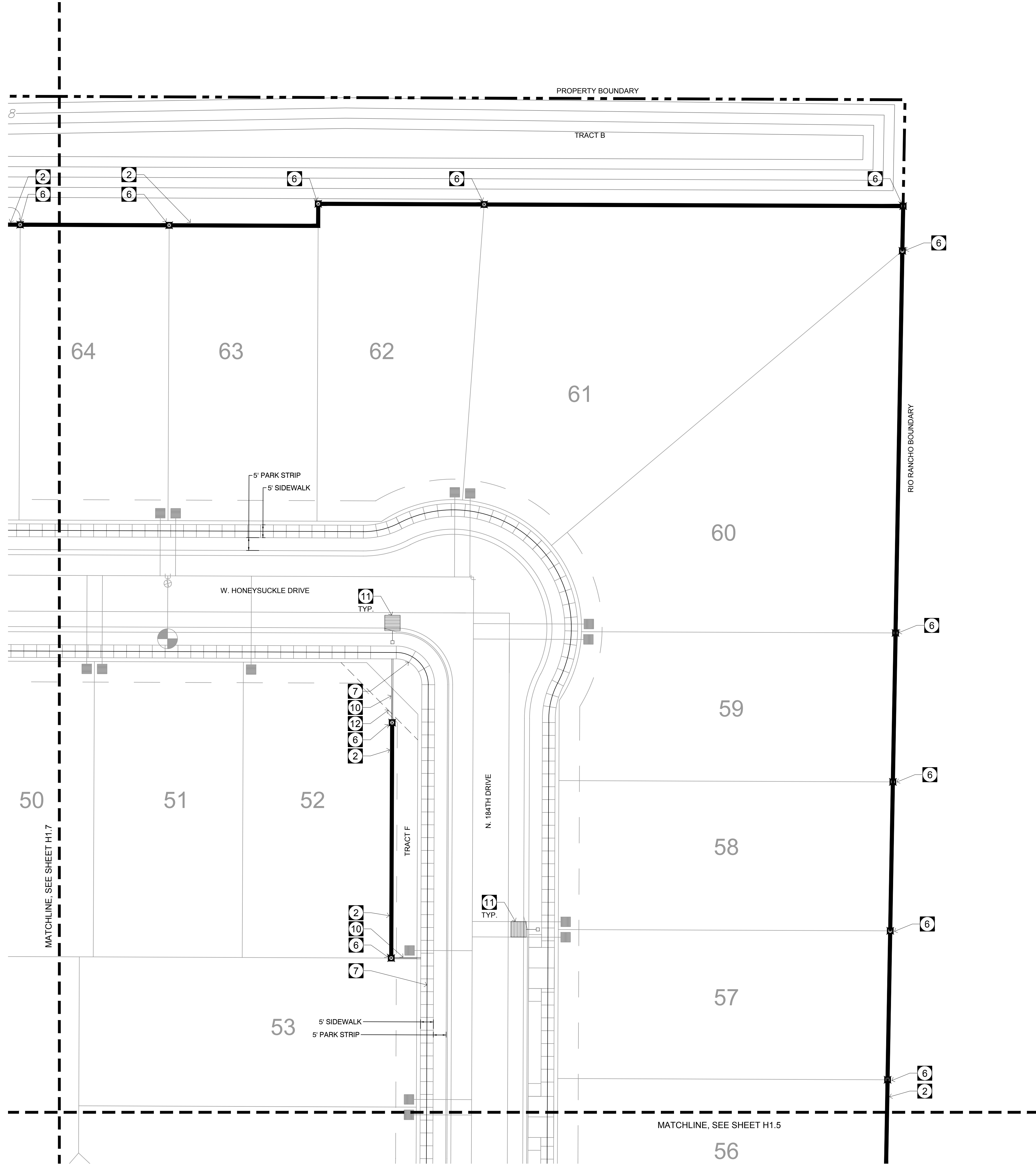
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**HARDSCAPE
PLAN**

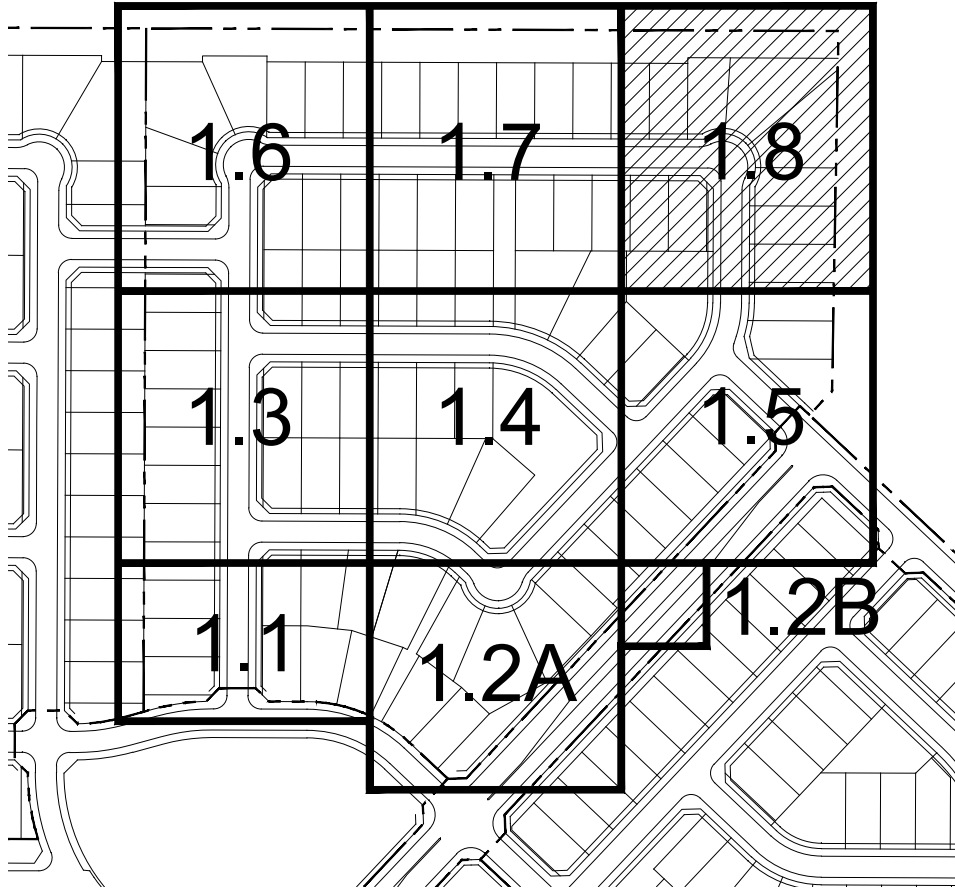
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H1.7





KEY MAP:



Callout Notes:

- 1 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 1 - 3, SHEET H.10
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SEE DETAIL 5 - 6, SHEET H1.9
- 3 PARTIAL VIEW WALL
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- 4 FULL VIEW WALL
SEE DETAIL 4 - 5, SHEET H1.10
- 5 GABION BASKET COLUMN (TYP.)
SEE DETAIL 4, SHEET H1.9
- 6 CMU COLUMN (TYP.)
SEE DETAIL 7, SHEET H1.9
- 7 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 6 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAILS 2 - 3, SHEET H1.9
- 9 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 4" X 6" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 1, SHEET H1.9
- 11 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 12 LOCAL SIGHT VISIBILITY TRIANGLE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-02
- 13 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS.
- 14 SIGHT DISTANCE (TYP.)
SEE CITY OF SURPRISE EDS DETAIL 4-01



LANDSCAPE DESIGN GROUP

EST. 2006

LDG

SALT LAKE CITY

PLANNING & LANDSCAPE ARCHITECTURE

RIO RANCHO

PHASE 3B

CONSTRUCTION DOCUMENTS

CITY OF SURPRISE, ARIZONA

REGISTERED LANDSCAPE ARCHITECT

41357

CHRIS ERIC LANGVARDT

State of Arizona

Chris Langvardt

PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: DL

VERSION:

REVISIONS:

SHEET TITLE: HARDSCAPE PLAN

SHEET NUMBER: H1.8

Call at least two full working days before you begin excavation.

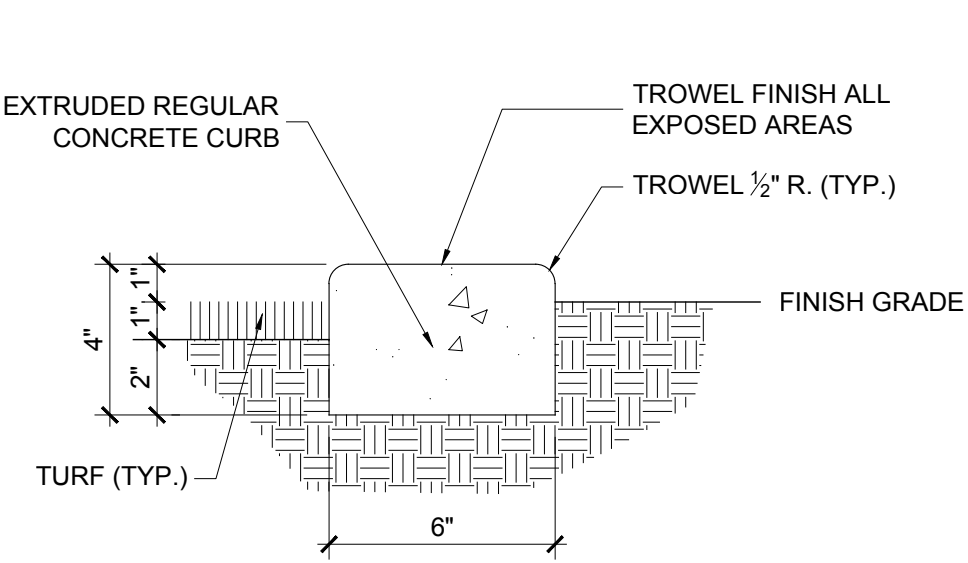
ARIZONA 811

Arizona Blue Stakes, Inc.

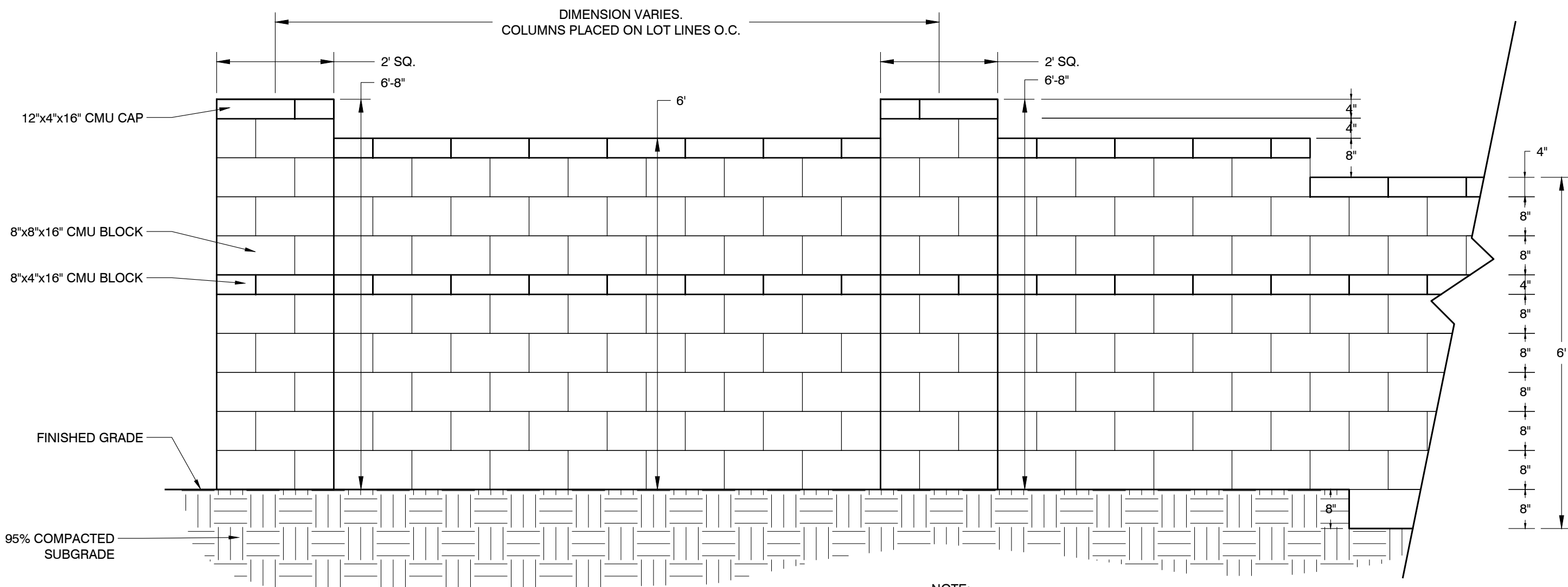
Dial 8-1-1 or 1-800-STAKE-IT (762-3348) In Maricopa County: (602) 263-1100

NOTES:

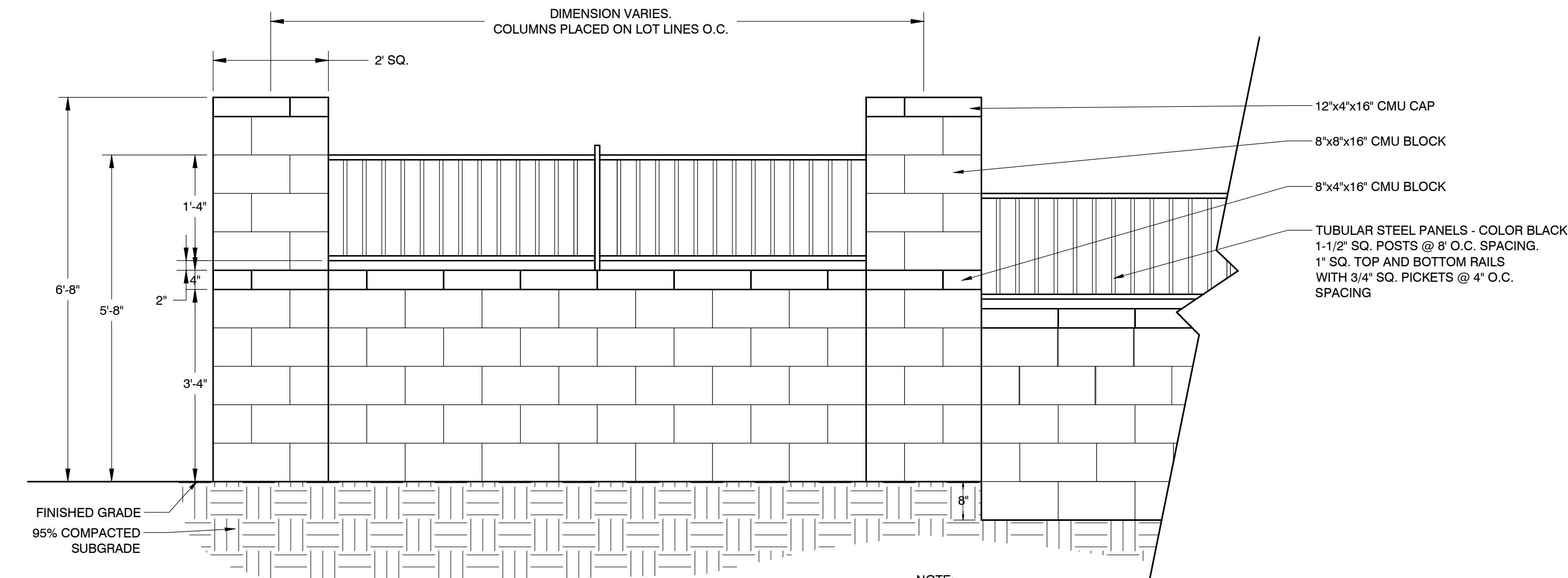
1. ALL CURVES IN THE CONCRETE HEADER SHALL HAVE A SMOOTH RADIAL ARC AS SHOWN ON THE PLANS. SEE PLAN FOR RADIAL DIMENSIONS.
2. COLOR TO BE REGULAR GRAY CONCRETE.
3. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE GRADING PRIOR TO PLACEMENT OF CURBING.
4. ALL SPILLS AND EXCESS CONCRETE SHALL BE CLEANED UP AND REMOVED FROM SITE BY CURBING CONTRACTOR.
5. CURBING CONTRACTOR SHALL PROVIDE A DRAINAGE SWALE IN THE CONCRETE HEADER AS NEEDED THROUGHOUT THE PROJECT TO ACCOMMODATE SURFACE DRAINAGE.



1 CONCRETE HEADER
NTS



5 COMMUNITY WALL ELEVATION
NTS



8 PARTIAL VIEW WALL ELEVATION
NTS

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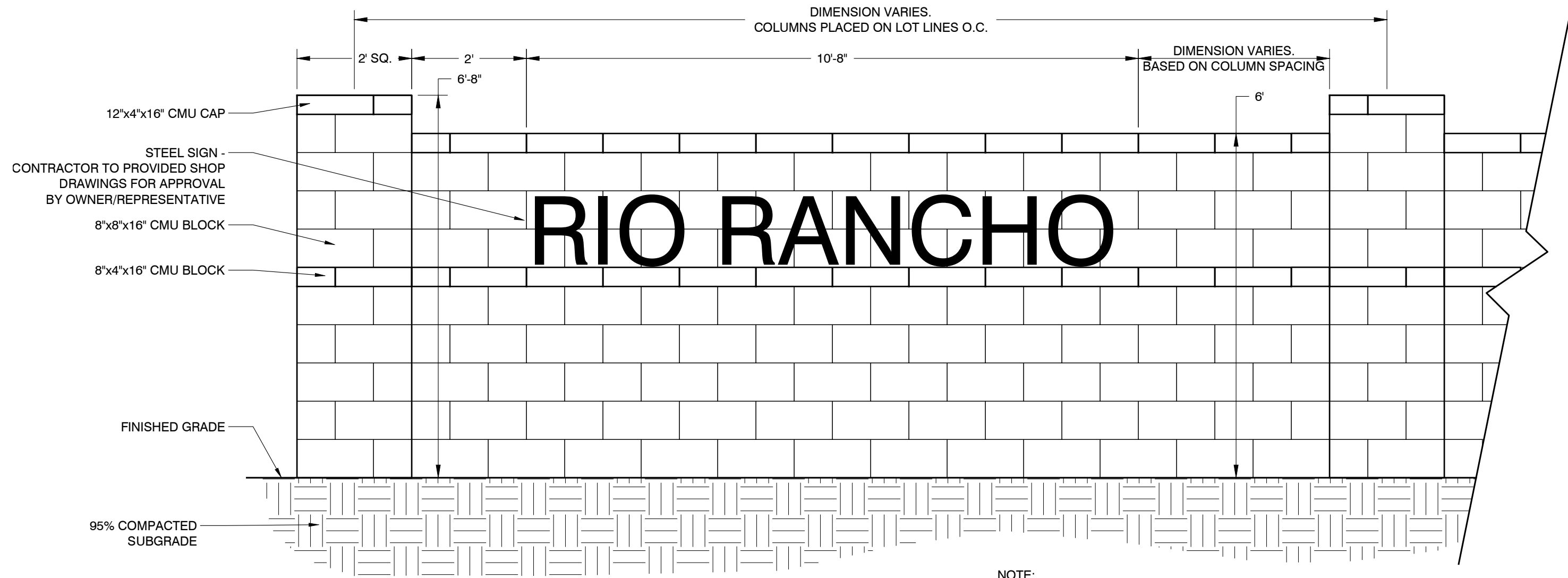
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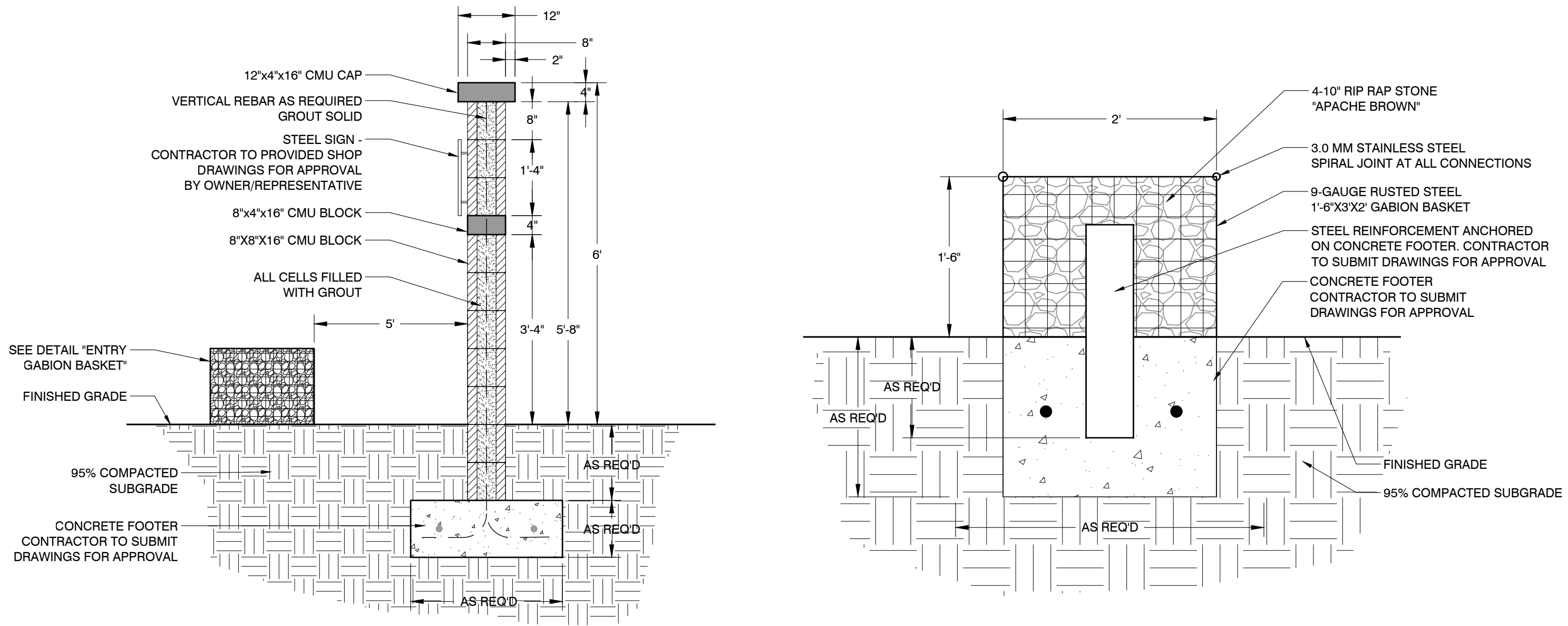


NOTE:
- MASONRY BLOCK WALL STRUCTURAL CALCULATIONS SHALL BE PROVIDED BY MASONRY CONTRACTOR AND APPROVED BY THE CITY OF SURPRISE PRIOR TO CONSTRUCTION
- COLOR OF BLOCKS TO MATCH REZONING CASE PACKAGE AND APPROVED BY OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT

1 NEIGHBORHOOD ENTRY SIGN ELEVATION

NTS

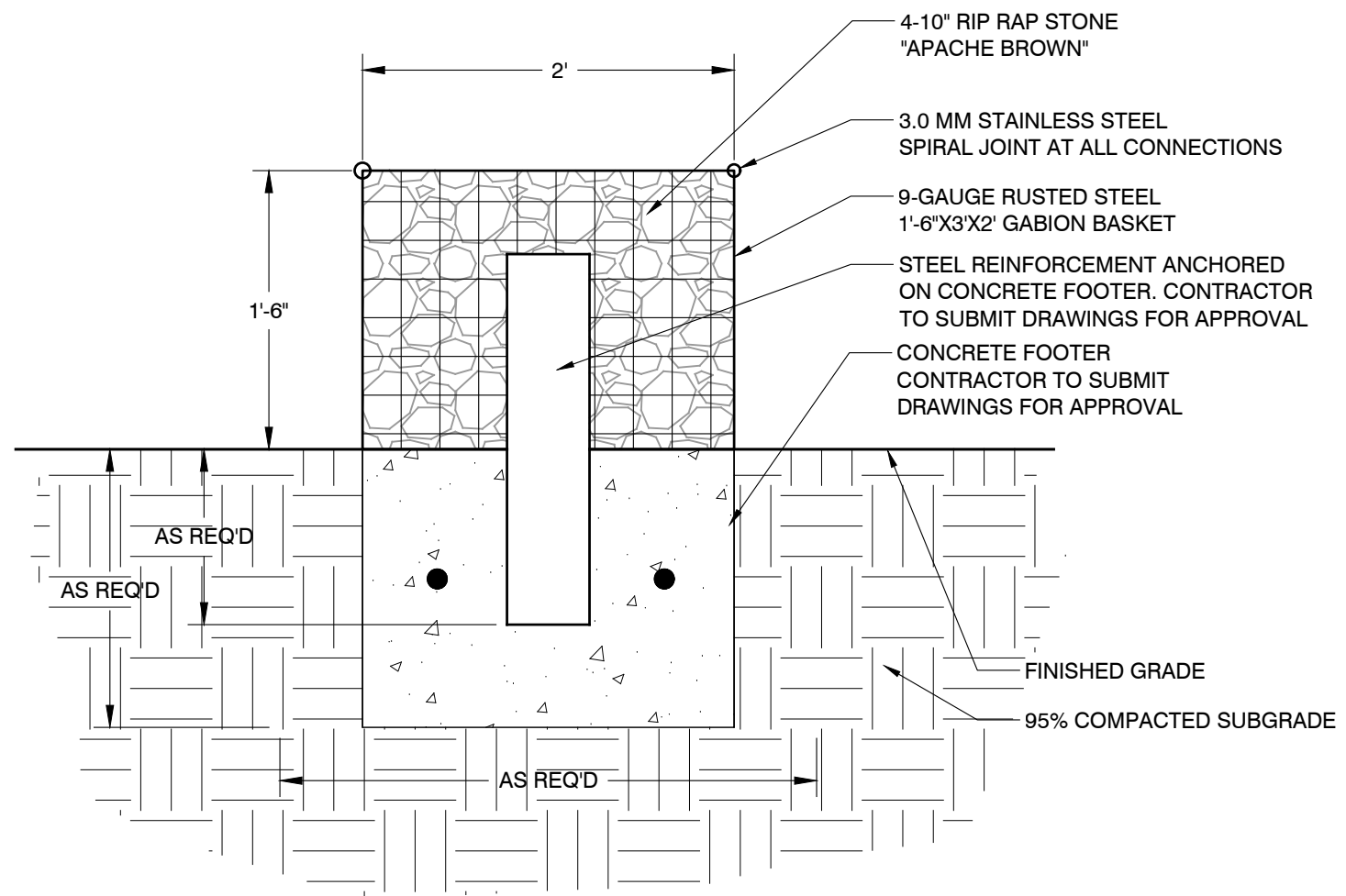
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2 NEIGHBORHOOD ENTRY SIGN SECTION

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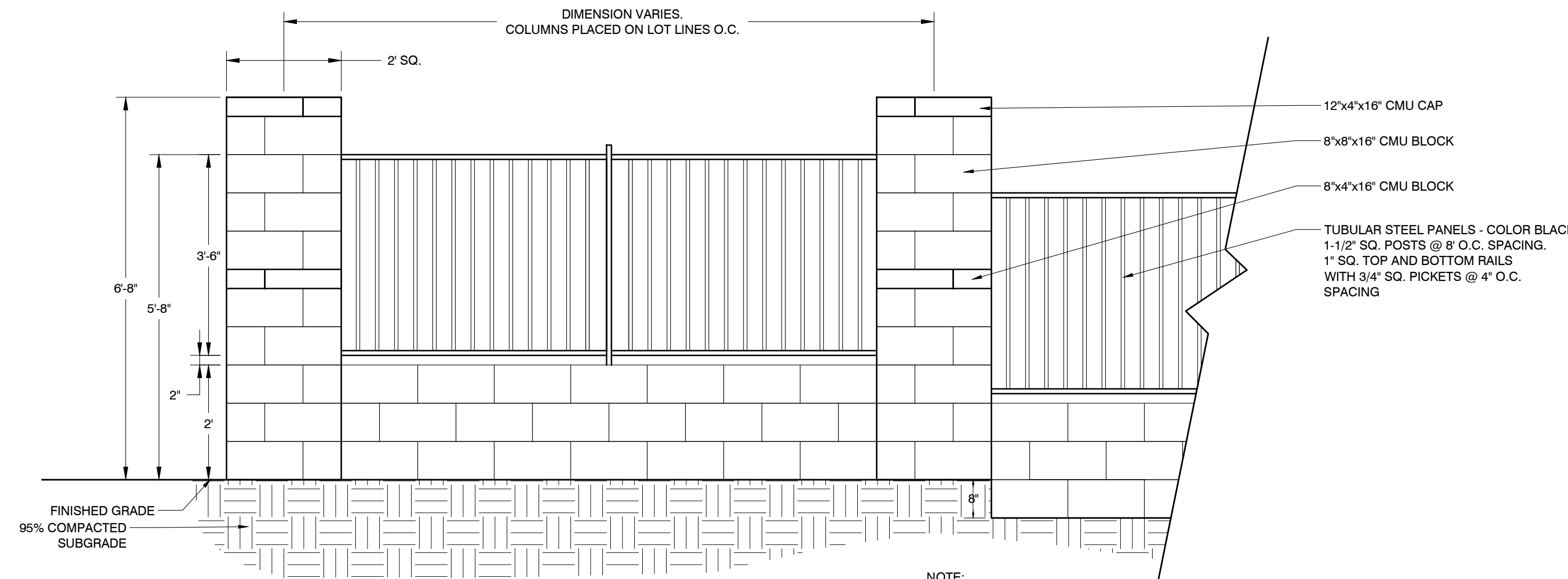
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3 COMMUNITY ENTRY MONUMENT SIGN GABION BASKET

NTS

042263-13

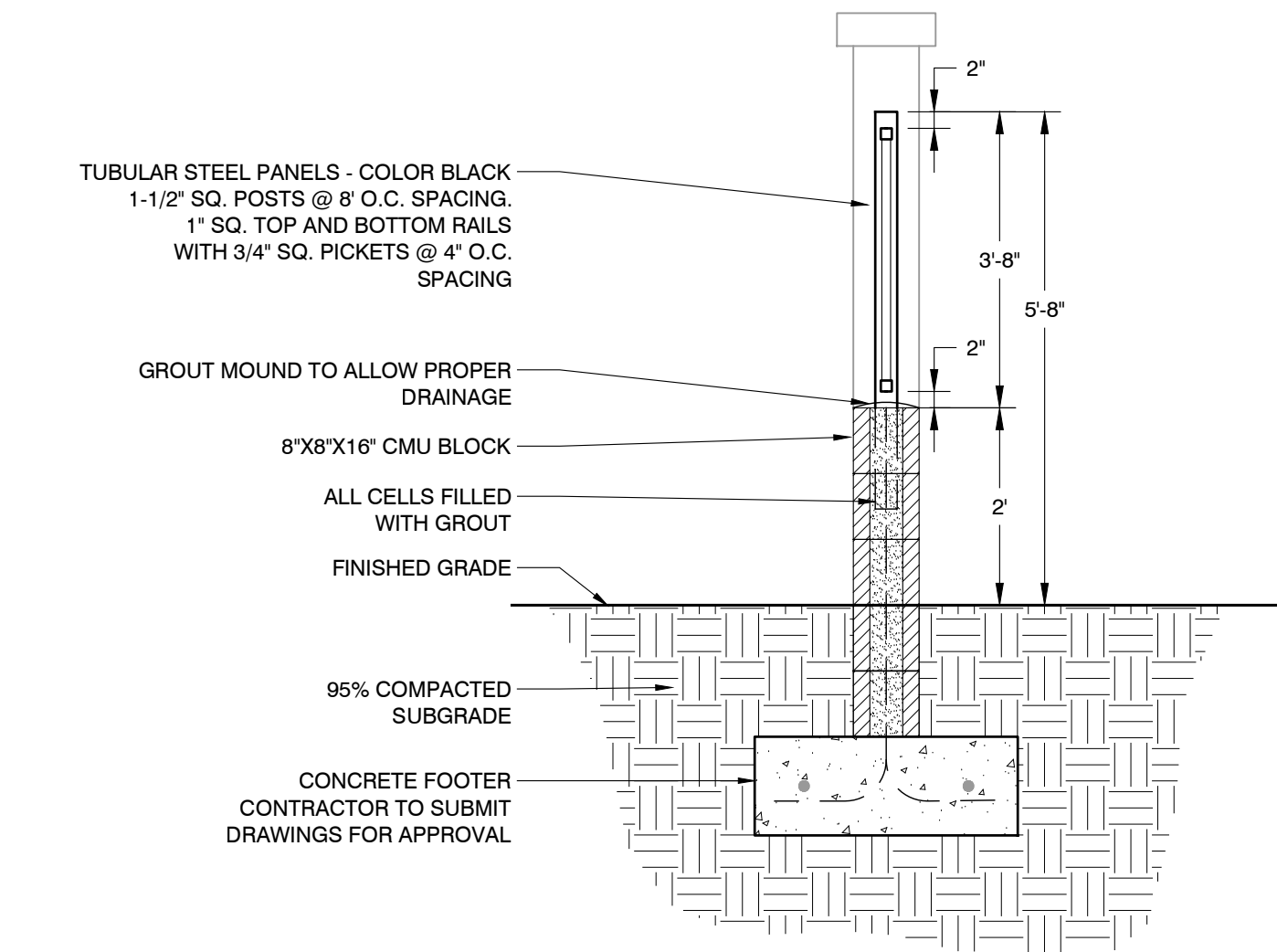


NOTE:
- MASONRY BLOCK WALL STRUCTURAL CALCULATIONS SHALL BE PROVIDED BY MASONRY CONTRACTOR AND APPROVED BY THE CITY OF SURPRISE PRIOR TO CONSTRUCTION
- COLOR OF BLOCKS TO MATCH REZONING CASE PACKAGE AND APPROVED BY OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT

4 FULL VIEW WALL ELEVATION

NTS

042263-04



5 FULL VIEW WALL SECTION

NTS

042263-05



RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE:	AUGUST 2020
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISIONS:	

SHEET TITLE:
HARDSCAPE
DETAILS
SHEET NUMBER:

H1.10

RIO RANCHO

Phase 3B Landscape Construction Documents

RECEIVED
08/21/2020



RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE:	AUGUST 2020
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VERSION:	
REVISIONS:	

SHEET TITLE:
LANDSCAPE COVER
SHEET

SHEET NUMBER:

L0.1

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
	Acacia aneura	Mulga	24" Box	4	See Tree Emitter Schedule	Stake As Required - See Tree Planting Detail Trim Canopy To 70% Height Of Tree, Remove Suckers
	Acacia farnesiana	Sweet Acacia	24" Box	12	See Tree Emitter Schedule	Stake As Required - See Tree Planting Detail Trim Canopy To 70% Height Of Tree, Remove Suckers
	Acacia salicina	Willow Acacia	24" Box	18	See Tree Emitter Schedule	Multi-Trunk Tree - Stake As Req. - See Tree Planting Detail
	Fraxinus velutina `Rio Grande`	Rio Grande Ash	24" Box	9	See Tree Emitter Schedule	Multi-Trunk Tree - Stake As Req. - See Tree Planting Detail Trim Canopy To 70% Height Of Tree
	Oleaya tesota	Desert Ironwood	24" Box	5	See Tree Emitter Schedule	Multi-Trunk Tree - Stake As Req. - See Tree Planting Detail Trim Canopy To 70% Height Of Tree
	Parkinsonia florida	Blue Palo Verde	24" Box	4	See Tree Emitter Schedule	Multi-Trunk Tree - Stake As Req. - See Tree Planting Detail Trim Canopy To 70% Height Of Tree
	Parkinsonia praecox	Palo Brea	24" Box	6	See Tree Emitter Schedule	Multi-Trunk Tree - Stake As Req. - See Tree Planting Detail Trim Canopy To 70% Height Of Tree
	Pistacia chinensis	Chinese Pistache	24" Box	5	See Tree Emitter Schedule	Stake As Required - See Tree Planting Detail Trim Canopy To 70% Height Of Tree, Remove Suckers
	Pistacia chinensis `Sarah`'s Radiance` TM	Chinese Pistache	24" Box	21	See Tree Emitter Schedule	Stake As Required - See Tree Planting Detail
	Pithecellobium flexicaule	Texas Ebony	24" Box	6	See Tree Emitter Schedule	Multi-Trunk Tree - Stake As Req. - See Tree Planting Detail Trim Canopy To 70% Height Of Tree
	Prosopis glandulosa `Maverick` TM	Honey Mesquite	24" Box	4	See Tree Emitter Schedule	Multi-Trunk Tree - Stake As Req. - See Tree Planting Detail Trim Canopy To 70% Height Of Tree
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
	Pinus eldarica	Afghan Pine	24" Box	18	See Tree Emitter Schedule	Stake As Required - See Tree Planting Detail
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
	Agave angustifolia marginata	Ribbon Agave	5 gal.	63	1.0 GPH Emitter	Trim Dead or Dying Foliage As Needed Year Round. Remove Agave "Pups" As Needed Throughout the Year.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.	28	1.0 GPH Emitter	Plant Does Not Require Maintenance
	Baileya multiradiata	Desert Marigold	1 gal.	156	0.5 GPH Emitter	Prune And Remove Spent Blooms Throughout The Year Do Not Over Water Or Will Die
	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.	32	1.0 GPH Emitter	Trim Shrub To 6' Height November 1st Each Year
	Calliandra californica	Red Baja Fairy Duster	5 gal.	72	1.0 GPH Emitter	Trim Shrub To 6' Height November 1st Each Year
	Cassia artemisioides	Feathery Cassia	5 gal.	42	1.0 GPH Emitter	Trim Shrub Back To 18" Height April 1st Each Year (Trim Shrub Back No Later Than April 7th)
	Celtis pallida	Desert Hackberry	5 gal.	6	1.0 GPH Emitter	Prune Once A Year To Maintain Shape
	Dalea frutescens `Sierra Negra`	Black Dalea	5 gal.	12	1.0 GPH Emitter	Plant Does Not Require Maintenance
	Eremophila maculata `Valentine`	Emu Bush	5 gal.	7	1.0 GPH Emitter	Plant Does Not Require Maintenance
	Fouquieria splendens	Ocotillo	5 gal.	12	1.0 GPH Emitter	Remove Dead or Dying Canes Throughout The Year
	Hesperaloe parviflora	Red Yucca	1 gal.	269	1.0 GPH Emitter	Trim Dead or Dying Flower Stalks By June 1st Each Year
	Larrea tridentata	Creosote Bush	5 gal.	28	1.0 GPH Emitter	Remove Dead Branches As Necessary
	Leucophyllum candidum `Thunder Cloud`	Thunder Cloud Texas Sage	5 gal.	40	1.0 GPH Emitter	Trim Shrub Back To 18" Height April 1st Each Year Do Not Over Water Or Will Die
	Leucophyllum frutescens `Compacta`	Compact Texas Ranger	5 gal.	42	1.0 GPH Emitter	Trim Shrub Back To 18" Height April 1st Each Year Do Not Over Water Or Will Die
	Ruellia penninsularis	Baja Ruellia	5 gal.	242	1.0 GPH Emitter	Trim Shrub Back To 18" Height March 1st Each Year
	Sphaeralcea ambigua	Desert Mallow	5 gal.	85	1.0 GPH Emitter	Trim Shrub Back To 12" Height March 1st Each Year
	Vauquelinia californica	Arizona Rosewood	5 gal.	28	1.0 GPH Emitter	Do Not Prune To Encourage Shrub Form
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
	Muhlenbergia capillaris `Lenca`	Regal Mist Pink Muhly	1 gal.	283	2.0 GPH Emitter	Trim Grass To 6" Height, Feb. 15th Each Year
	Muhlenbergia rigens	Deer Grass	1 gal.	126	2.0 GPH Emitter	Trim Grass To 6" Height, Feb. 15th Each Year
	Nassella tenuissima `Pony Tails`	Mexican Feathergrass	1 gal.	133	2.0 GPH Emitter	Trim Grass To 6" Height, Feb. 15th Each Year
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	QTY	NOTES	
	Decomposed Granite	`Superior Gold`	7/8" Minus	85,346 sf	Contractor To Submit Sample For Approval	

Landscape Notes:

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION.
3. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. THEY SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF THE PLANS, AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNERS AGENT.
4. PRIOR TO INITIATING THESE LANDSCAPE IMPROVEMENTS, THE LANDSCAPE CONTRACTOR MUST SCHEDULE A PRE-CONSTRUCTION MEETING ON-SITE WITH THE APPROVAL OF THE OWNER AND THE GENERAL CONTRACTOR. THE OWNERS REPRESENTATIVE AND/OR THE PROJECT LANDSCAPE ARCHITECT MUST BE PRESENT. THE PURPOSE OF THIS MEETING IS TO RESOLVE ANY EXISTING SITE CONDITIONS THAT MAY BE IN CONFLICT WITH THESE LANDSCAPE CONSTRUCTION DOCUMENTS AND THEREFORE IMPACT THE INSTALLATION OF ANY OF THESE PROPOSED IMPROVEMENTS. THIS FIRST MEETING SHOULD BE SCHEDULED TO OCCUR AFTER THE COMPLETION OF ON-SITE AND OFF-SITE IMPROVEMENTS INCLUDING: ALL UNDERGROUND UTILITIES, MASS GRADING AND STREET IMPROVEMENTS.
5. DAMAGE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC. SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
6. ANY DISCREPANCIES FOUND BETWEEN THE PLANS AND THE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
7. ALL QUANTITIES PROVIDED ARE FOR REFERENCE ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO FINAL BID.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPED AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINISH GRADING TO BE ESTABLISHED BY OTHERS.
9. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER, OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING(S) IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE SHALL BE 1" BELOW THE TOP OF ADJACENT WALKS, CURBS AND HEADERS FOR PLANTER BEDS.
10. ALL AREAS DISTURBED DURING CONSTRUCTION TO BE FINE GRADED. ADJACENT UNDISTURBED AREAS DAMAGED OR DISTURBED TO BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTORS EXPENSE.
11. ALL PLANTING AREAS INDICATED ON THE LANDSCAPE PLANS SHALL RECEIVE A 2" TOP DRESSING OF 1/2" MINUS DECOMPOSED GRANITE 'WALKER GOLD.' (PROVIDE SAMPLE)
12. STAKE LOCATIONS OF ALL TREES AND HEADERS FOR APPROVAL PRIOR TO INSTALLATION OF ANY PLANT MATERIAL.
13. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED (WHEN IN LEAF) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY WELL DEVELOPED ROOT SYSTEMS (NOT POT BOUND), A NORMAL HABIT OF GROWTH CONSISTENT WITH INDUSTRY STANDARDS, AND FREE OF ANY BRUISES, CUTS OR OTHER ABNORMALITIES. PLANT MATERIAL SHALL BE SIZED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND THE ARIZONA NURSERYMAN ASSOCIATION STANDARDS.
14. ALL RIGHT-OF-WAY PLANT MATERIAL MUST BE IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST. DO NOT SUBSTITUTE PLANT MATERIAL SELECTIONS OR ALTER QUANTITIES FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS WITHOUT PRIOR APPROVAL FROM THE CITY'S LANDSCAPE ARCHITECT.
15. BACKFILL MIXTURES, EXCEPT AS NOTED, TO BE COMPRISED OF 50% NATIVE SOIL, 25% SAND AND 25% DECOMPOSED GRANULAR BARK MULCH, AND 2 LBS. DISPERSAL PER CUBIC YARD OF BACKFILL.
16. ADD AGRIL-FORM FERTILIZER TABLETS AT THE FOLLOWING RATES:
1 GALLON PLANT - 1 TABLET
5 GALLON PLANT - 2 TABLETS
15 GALLON PLANT - 4 TABLETS
BOXED TREE - 6 TABLETS (MIN.)
17. TABLETS TO BE PLACED NO DEEPER THAN 6" BELOW SOIL SURFACE.
18. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLAN. DO NOT SUBSTITUTE PLANTS BY TYPE OR QUANTITY WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OR OWNER'S AGENT.
19. THE OWNER'S AGENT RESERVES THE RIGHT TO REJECT ANY SELECTION OF PLANT MATERIAL THAT DOES NOT SATISFY THE INTENT OF THE LANDSCAPE DESIGN BASED ON SIZE, SHAPE, EVIDENCE OF STRESS OF IMPROPER CARE.
20. PRIOR TO INITIATING THE 90 DAY MAINTENANCE PERIOD, COMPLETE ANY INITIAL PUNCH LIST ITEMS, THEN OBTAIN APPROVAL FROM OWNERS AGENT OF SUBSTANTIAL COMPLETION. DETERMINE WITH OWNER'S AGENT THE START DATE FOR THE 90 DAY MAINTENANCE PERIOD. CONTRACTOR TO THEN MAINTAIN LANDSCAPE WHICH MAY INCLUDE WATERING, WEEDING, PRUNING AND REPLACEMENT OF ANY MATERIAL THAT HAS DIED OR IS SHOWING EVIDENCE OF STRESS. SUBMIT WRITTEN REQUEST FOR FINAL PUNCH LIST ONE WEEK PRIOR TO END OF MAINTENANCE PERIOD.
21. PROVIDE OWNER WITH A WRITTEN GUARANTEE OF ONE (1) YEAR FOR ALL PALM TREES AND TREES AND A PERIOD OF SIX (6) MONTHS FOR ALL OTHER PLANT MATERIAL DATED FROM THE START OF THE MAINTENANCE PERIOD AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH. PROVIDE OWNER WITH WRITTEN INSTRUCTIONS OUTLINING MAINTENANCE PROCEDURES TO BE ADOPTED IN ORDER TO PROTECT ALL GUARANTEED PLANT MATERIAL. INCLUDE WATERING SCHEDULE AND FERTILIZER PROGRAM.
22. ALL LANDSCAPE IMPROVEMENTS SHALL BE MAINTAINED BY THE RIO RANCHO H.O.A. THIS INCLUDES ALL STREETScape AREAS, INCLUDING THE RIGHT OF WAY, AND ALL INTERIOR LANDSCAPE TRACTS AND EASEMENTS.
23. SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREETS SHALL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAIL 4-01 AND 4-02.

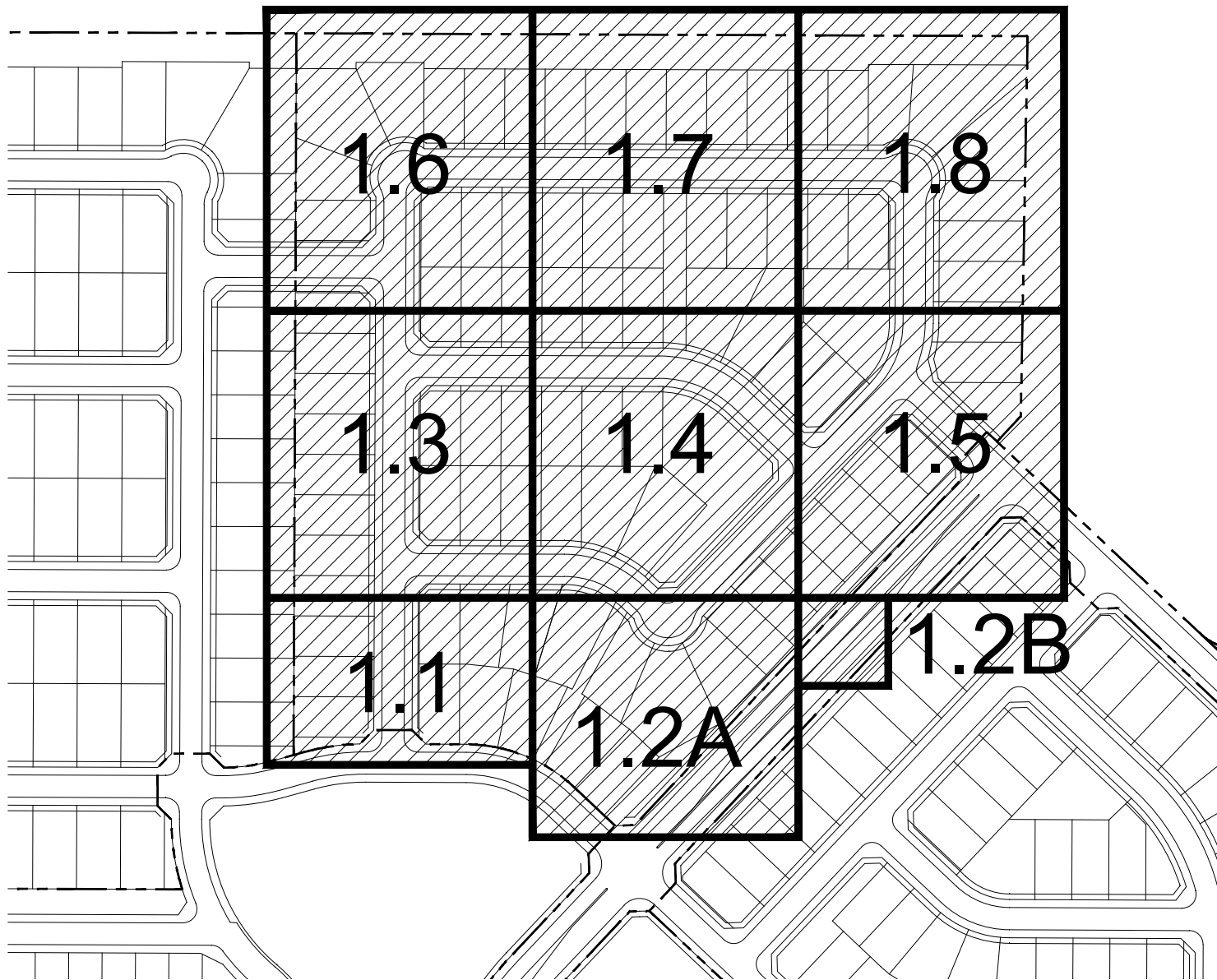
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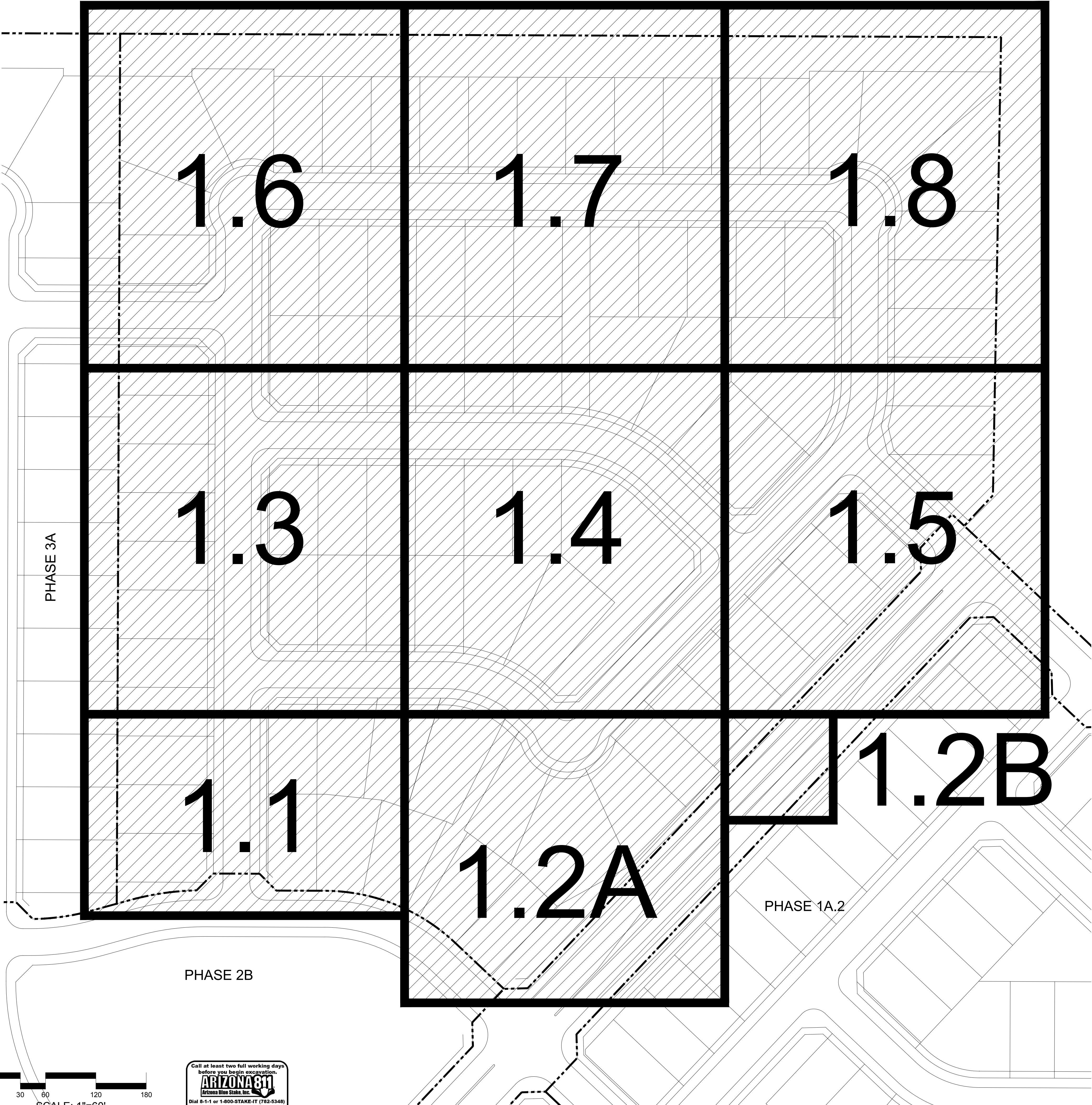
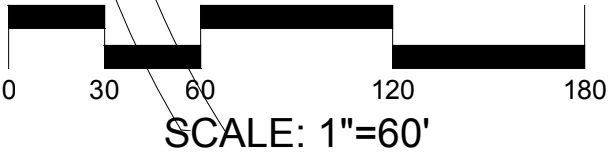
SHEET L0.1	LANDSCAPE COVER SHEET
SHEET L0.2	OVERALL LANDSCAPE PLAN
SHEET L1.1	LANDSCAPE PLAN
SHEET L1.2	LANDSCAPE PLAN
SHEET L1.3	LANDSCAPE PLAN
SHEET L1.4	LANDSCAPE PLAN
SHEET L1.5	LANDSCAPE PLAN
SHEET L1.6	LANDSCAPE PLAN
SHEET L1.7	LANDSCAPE PLAN
SHEET L1.8	LANDSCAPE PLAN
SHEET L1.9	LANDSCAPE DETAILS
SHEET L1.10	LANDSCAPE MAINTENANCE SCHEDULE

Tree Emitter Schedule:

SIZE	EMITTER ALLOCATION
15 GAL.	(3) 2 GPH OUTLETS
24" BOX	(4) 2 GPH OUTLETS
30" BOX	(5) 2 GPH OUTLETS
36" BOX	(6) 2 GPH OUTLETS
42" BOX	(7) 2 GPH OUTLETS
48" BOX	(8) 2 GPH OUTLETS
54" BOX	(9) 2 GPH OUTLETS
60" BOX	(10) 2 GPH OUTLETS
72" BOX	(12) 2 GPH OUTLETS

KEY MAP:





PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Acacia aneura	Mulga	24" Box
	Acacia farnesiana	Sweet Acacia	24" Box
	Acacia salicina	Willow Acacia	24" Box
	Fraxinus velutina `Rio Grande`	Rio Grande Ash	24" Box
	Olneya tesota	Desert Ironwood	24" Box
	Parkinsonia florida	Blue Palo Verde	24" Box
	Parkinsonia praecox	Palo Brea	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pistacia chinensis `Sarah`'s Radiance` TM	Chinese Pistache	24" Box
	Pithecellobium flexicaule	Texas Ebony	24" Box
	Prosopis glandulosa `Maverick` TM	Honey Mesquite	24" Box
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Pinus eldarica	Afghan Pine	24" Box
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
	Agave angustifolia marginata	Ribbon Agave	5 gal.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.
	Baileya multiradiata	Desert Marigold	1 gal.
	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.
	Calliandra californica	Red Baja Fairy Duster	5 gal.
	Cassia artemisioides	Feathery Cassia	5 gal.
	Celtis pallida	Desert Hackberry	5 gal.
	Dalea frutescens `Sierra Negra`	Black Dalea	5 gal.
	Eremophila maculata `Valentine`	Emu Bush	5 gal.
	Fouquieria splendens	Ocotillo	5 gal.
	Hesperaloe parviflora	Red Yucca	1 gal.
	Larrea tridentata	Creosote Bush	5 gal.
	Leucophyllum candidum `Thunder Cloud`	Thunder Cloud Texas Sage	5 gal.
	Leucophyllum frutescens `Compacta`	Compact Texas Ranger	5 gal.
	Ruellia penninsularis	Baja Ruellia	5 gal.
	Sphaeralcea ambigua	Desert Mallow	5 gal.
	Vauquelinia californica	Arizona Rosewood	5 gal.
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE
	Muhlenbergia capillaris `Lenca`	Regal Mist Pink Muhly	1 gal.
	Muhlenbergia rigens	Deer Grass	1 gal.
	Nassella tenuissima `Pony Tails`	Mexican Feathergrass	1 gal.
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE
	Decomposed Granite	`Superior Gold`	7/8" Minus

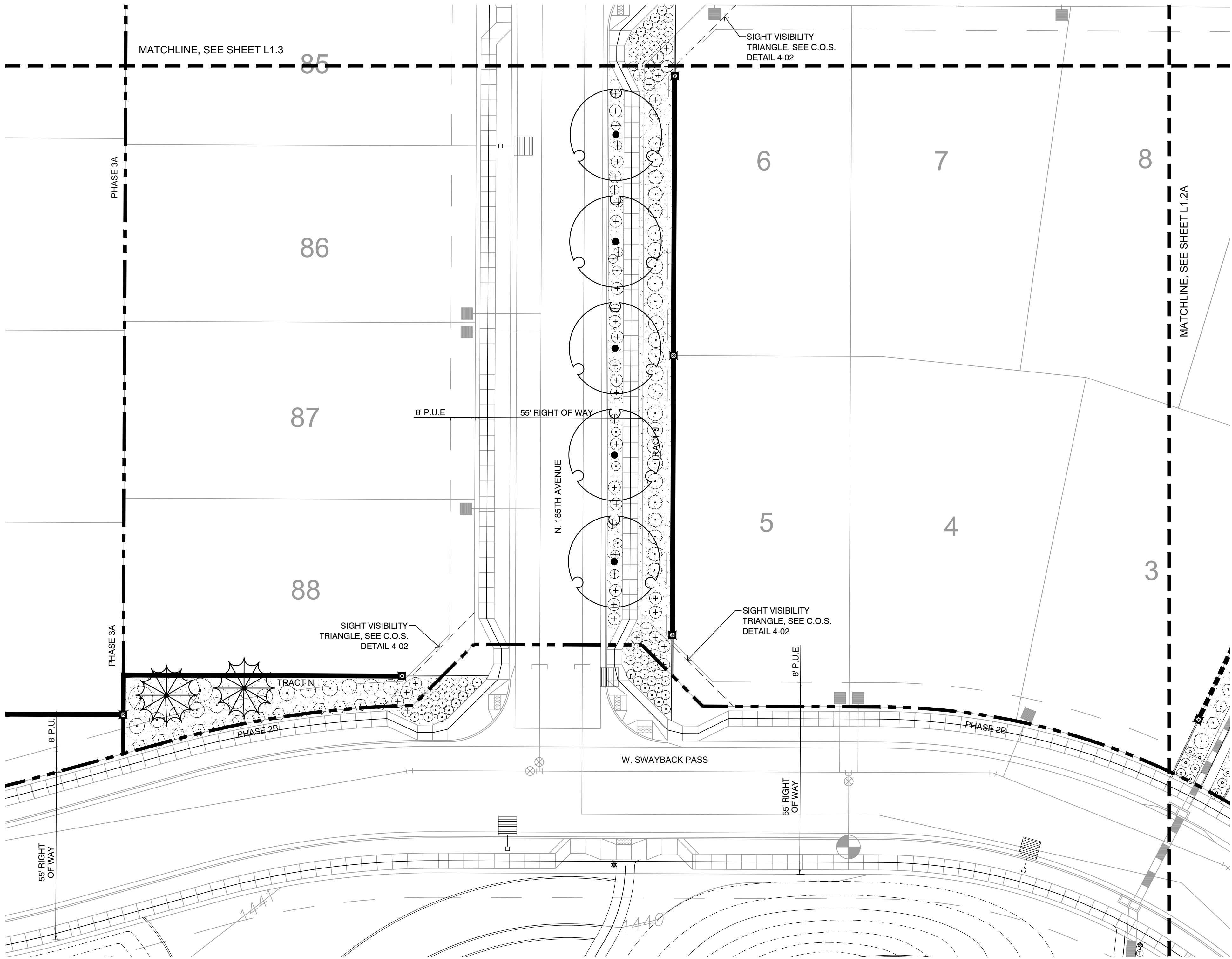


RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA

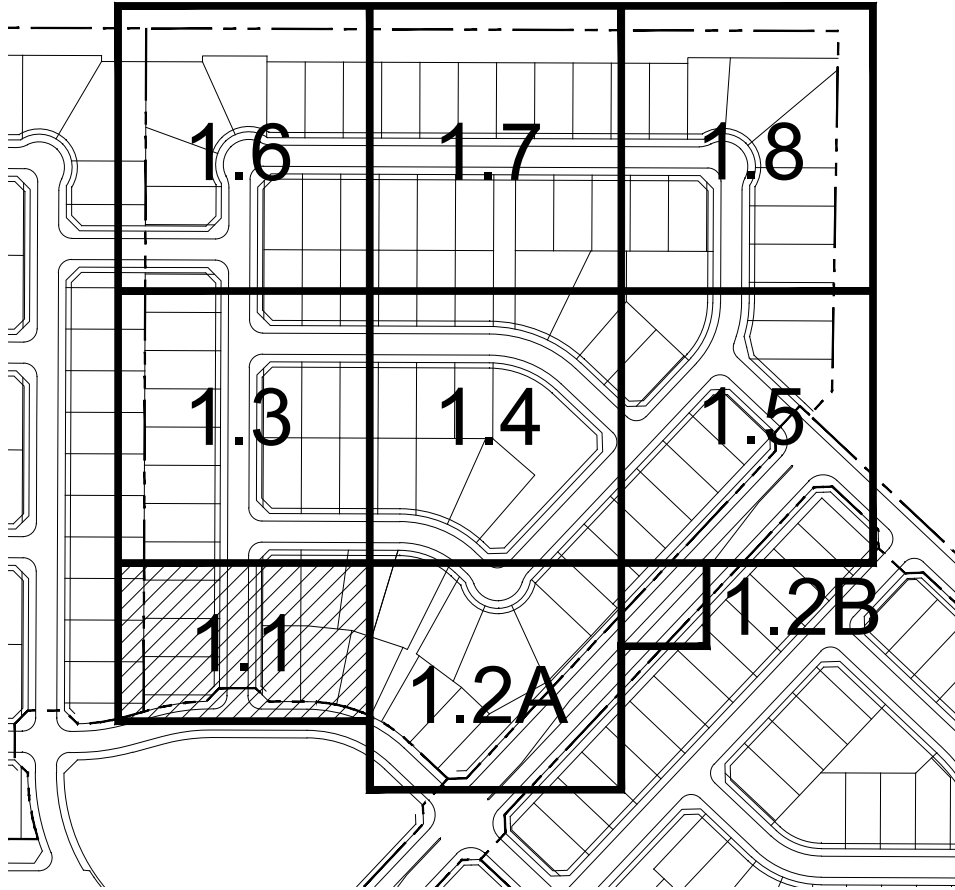


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OVERALL LANDSCAPE PLAN	
SHEET NUMBER:	

L0.2



KEY MAP:



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Acacia aneura	Mulga	24" Box
	Acacia farnesiana	Sweet Acacia	24" Box
	Acacia salicina	Willow Acacia	24" Box
	Fraxinus velutina 'Rio Grande'	Rio Grande Ash	24" Box
	Olneya tesota	Desert Ironwood	24" Box
	Parkinsonia florida	Blue Palo Verde	24" Box
	Parkinsonia praecox	Palo Brea	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pistacia chinensis 'Sarah's Radiance'™	Chinese Pistache	24" Box
	Pithecellobium flexicaule	Texas Ebony	24" Box
	Prosopis glandulosa 'Maverick'™	Honey Mesquite	24" Box
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Pinus edulis	Alghon Pine	24" Box
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
	Agave angustifolia marginata	Ribbon Agave	5 gal.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.
	Baleya multiradiata	Desert Marigold	1 gal.
	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.
	Calliandra californica	Red Baja Fairy Duster	5 gal.
	Cassia artemisioides	Feathery Cassia	5 gal.
	Celtis pallida	Desert Hackberry	5 gal.
	Dalea frutescens 'Sierra Negra'	Black Dalea	5 gal.
	Eremophila maculata 'Valentine'	Emu Bush	5 gal.
	Fouquieria splendens	Ocotillo	5 gal.
	Hesperaloe parviflora	Red Yucca	1 gal.
	Larrea tridentata	Creosote Bush	5 gal.
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Sage	5 gal.
	Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	5 gal.
	Ruellia penninsularis	Baja Ruellia	5 gal.
	Sphaeralcea ambigua	Desert Mallow	5 gal.
	Vauquelinia californica	Arizona Rosewood	5 gal.
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE
	Muhlenbergia capillaris 'Lencia'	Regal Mist Pink Muhly	1 gal.
	Muhlenbergia rigens	Deer Grass	1 gal.
	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal.
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE
	Decomposed Granite	'Superior Gold'	7/8" Min.



RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: DL

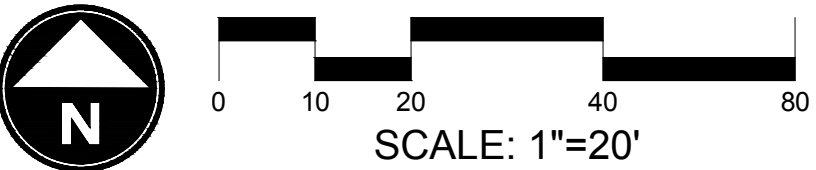
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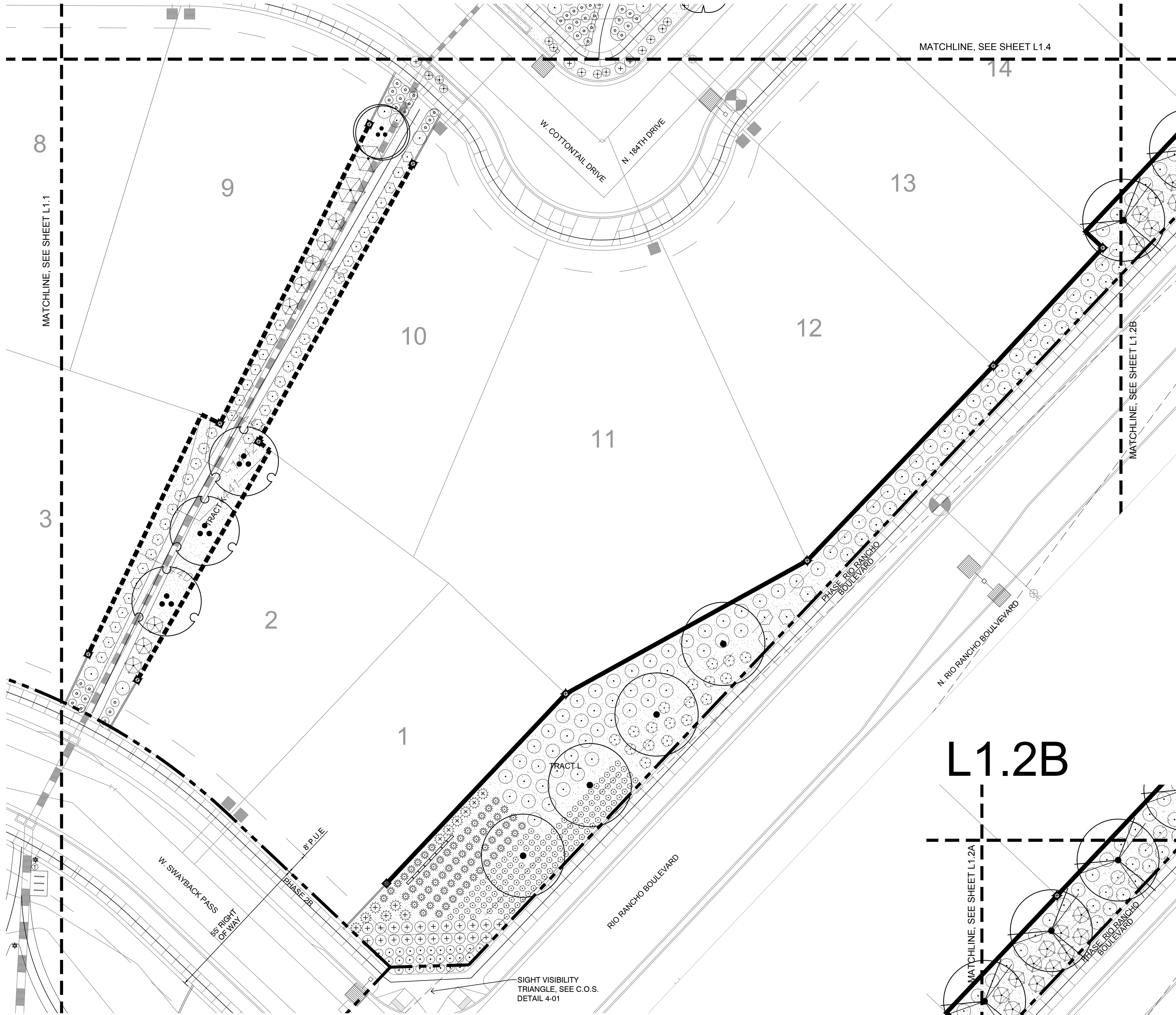
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LANDSCAPE
PLAN

SHEET NUMBER:

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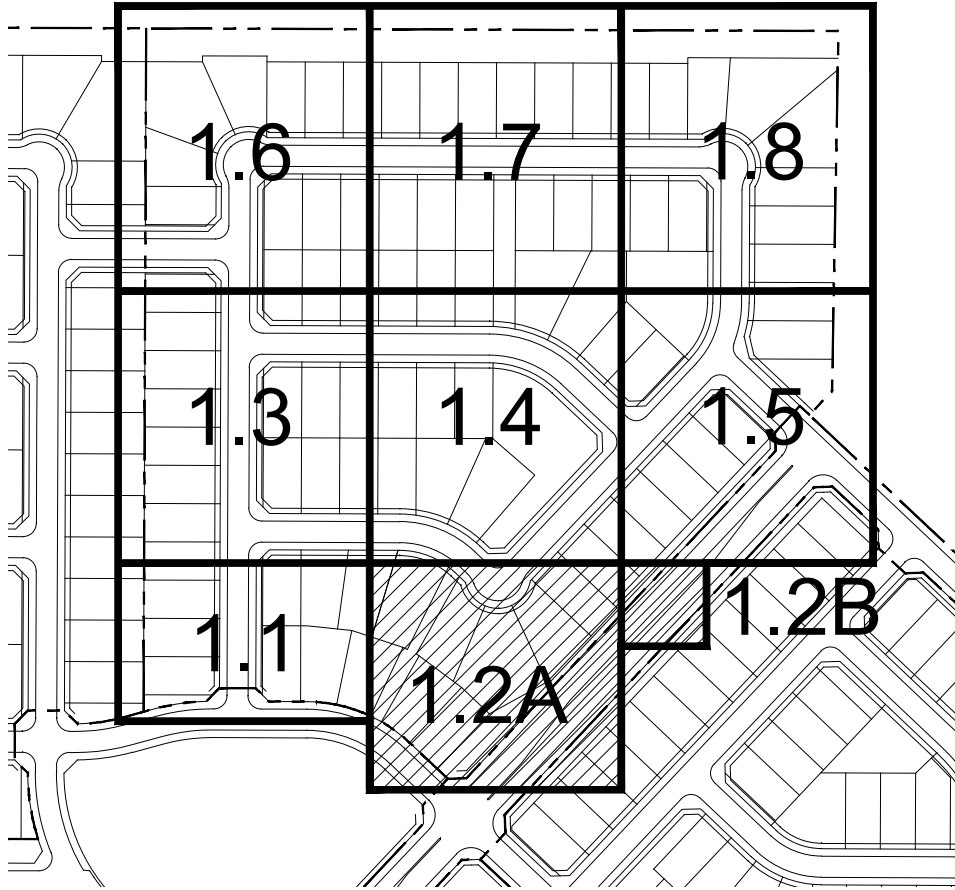




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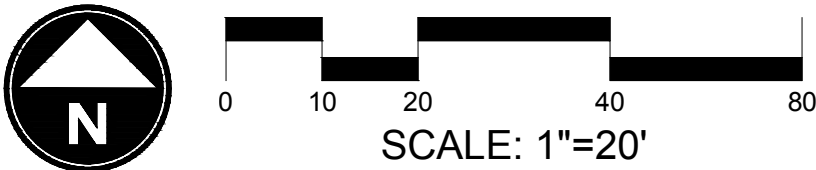
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KEY MAP:



PLANT SCHEDULE

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	Pithecellobium flexicaule	Texas Ebony	24" Box
	Prosopis glandulosa 'Maverick'™	Honey Mesquite	24" Box
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Pinus edulis	Alghan Pine	24" Box
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
	Agave angustifolia marginata	Ribbon Agave	5 gal.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.
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	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.
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GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE
	Decomposed Granite	'Superior Gold'	7/8" Min.



LANDSCAPE DESIGN GROUP

EST. 2006

LDG

SALT LAKE CITY

PLANNING & LANDSCAPE ARCHITECTURE

RIO RANCHO

PHASE 3B

CONSTRUCTION DOCUMENTS

CITY OF SURPRISE, ARIZONA

REQUIRED LANDSCAPE NOTED

41357

CHRIS ERIC LANGVARDT

State Signed 08/20/20

ARIZONA, U.S.A.

Chris Langvardt

PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: DL

VERSION:

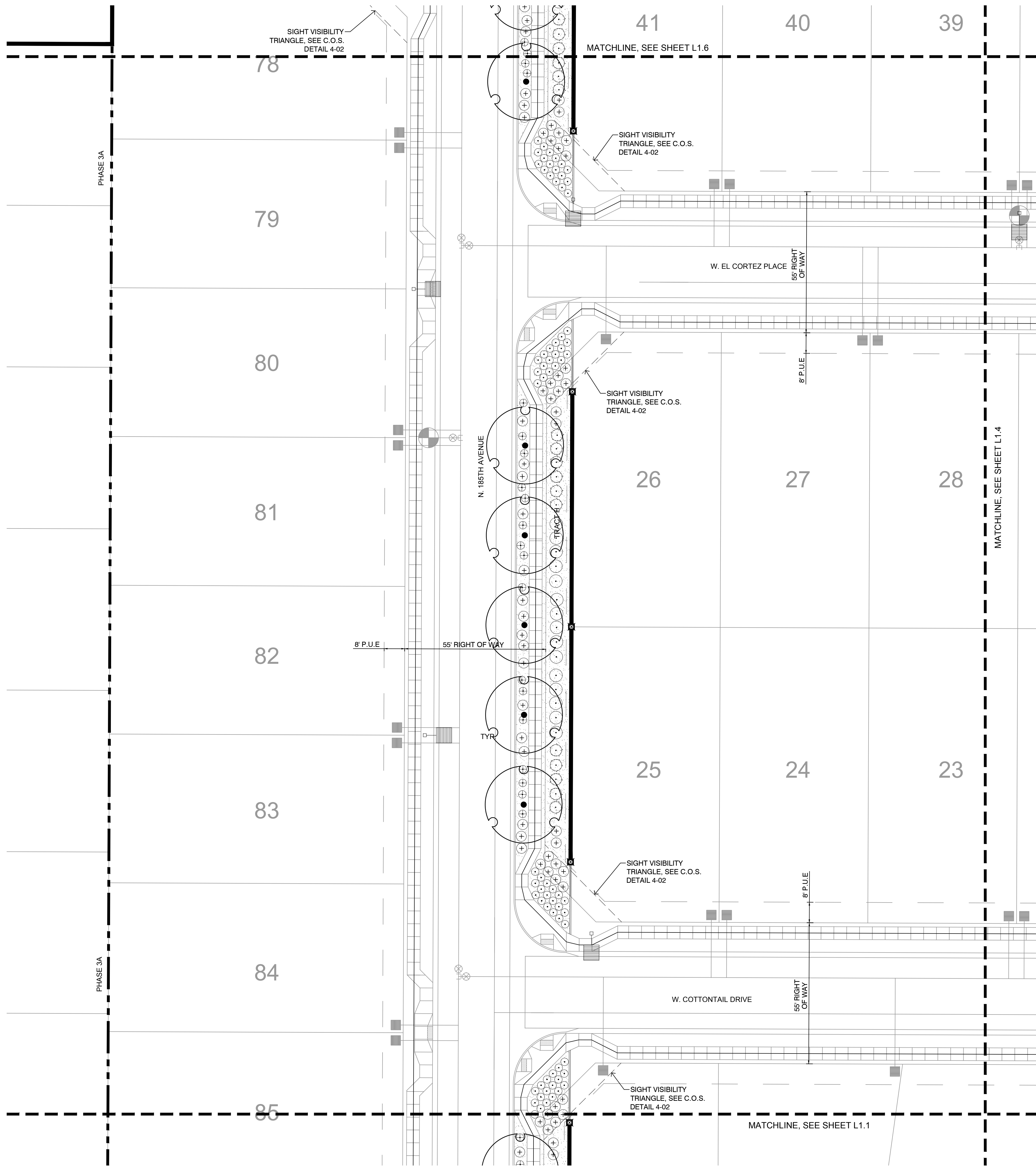
REVISIONS:

SHEET TITLE: LANDSCAPE PLAN

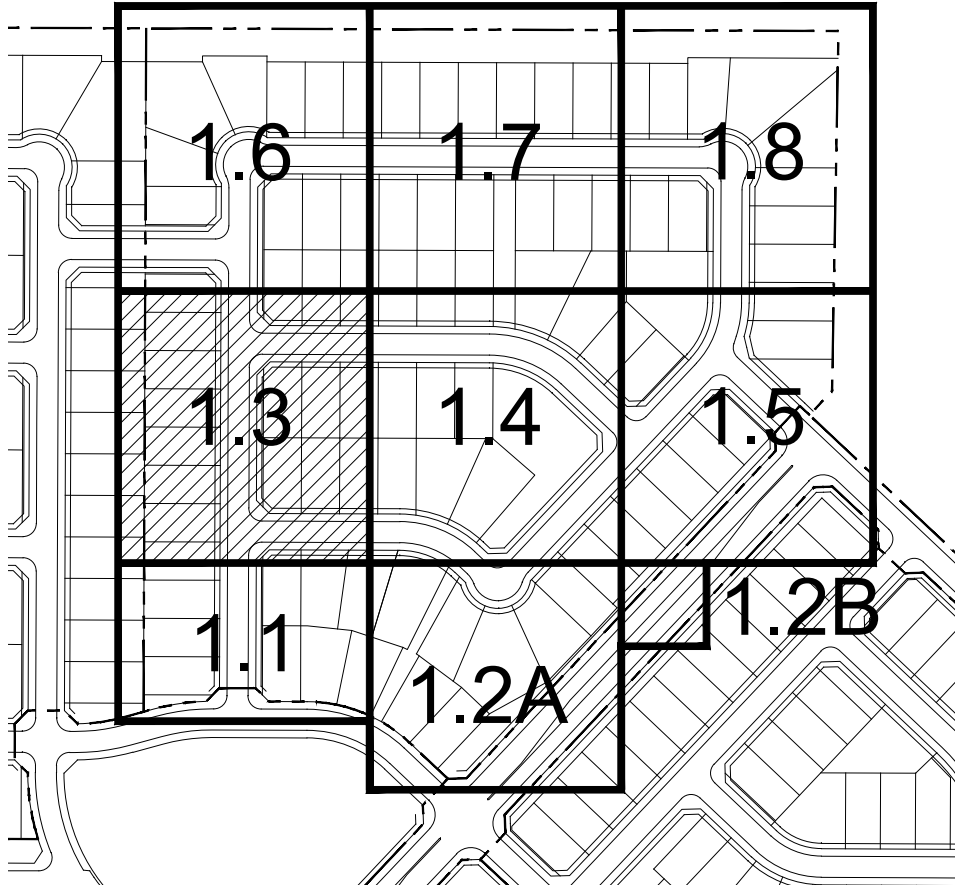
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Page 138 of 570

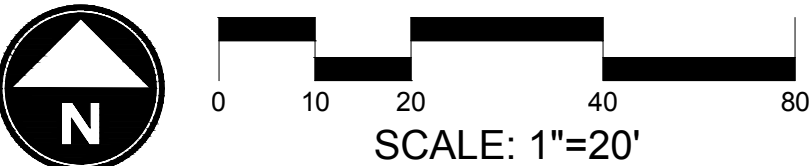


KEY MAP:



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Acacia aneura	Mulga	24" Box
	Acacia farnesiana	Sweet Acacia	24" Box
	Acacia salicina	Willow Acacia	24" Box
	Fraxinus velutina 'Rio Grande'	Rio Grande Ash	24" Box
	Olneya tesota	Desert Ironwood	24" Box
	Parkinsonia florida	Blue Palo Verde	24" Box
	Parkinsonia praecox	Palo Brea	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pistacia chinensis 'Sarah's Radiance'™	Chinese Pistache	24" Box
	Pinaceae flexicaule	Texas Ebony	24" Box
	Prosopis glandulosa 'Maverick'™	Honey Mesquite	24" Box
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Pinus edulis	Alghon Pine	24" Box
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
	Agave angustifolia marginata	Ribbon Agave	5 gal.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.
	Baleya multiradiata	Desert Marigold	1 gal.
	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.
	Calliandra californica	Red Baja Fairy Duster	5 gal.
	Cassia artemisioides	Feathery Cassia	5 gal.
	Celtis pallida	Desert Hackberry	5 gal.
	Dalea frutescens 'Sierra Negra'	Black Dalea	5 gal.
	Eremophila maculata 'Valentine'	Emu Bush	5 gal.
	Fouquieria splendens	Occotillo	5 gal.
	Hesperaloe parviflora	Red Yucca	1 gal.
	Larrea tridentata	Creosote Bush	5 gal.
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Sage	5 gal.
	Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	5 gal.
	Ruellia penninularis	Baja Ruellia	5 gal.
	Sphaeralcea ambigua	Desert Mallow	5 gal.
	Vauquelinia californica	Arizona Rosewood	5 gal.
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE
	Muhlenbergia capillaris 'Lencia'	Regal Mist Pink Muhly	1 gal.
	Muhlenbergia rigens	Deer Grass	1 gal.
	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal.
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE
	Decomposed Granite	'Superior Gold'	7/8" Min.



RIO RANCHO

PHASE 3B CONSTRUCTION DOCUMENTS

CITY OF SURPRISE, ARIZONA

PREPARED FOR:

DATE:	AUGUST 2020
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISIONS:	

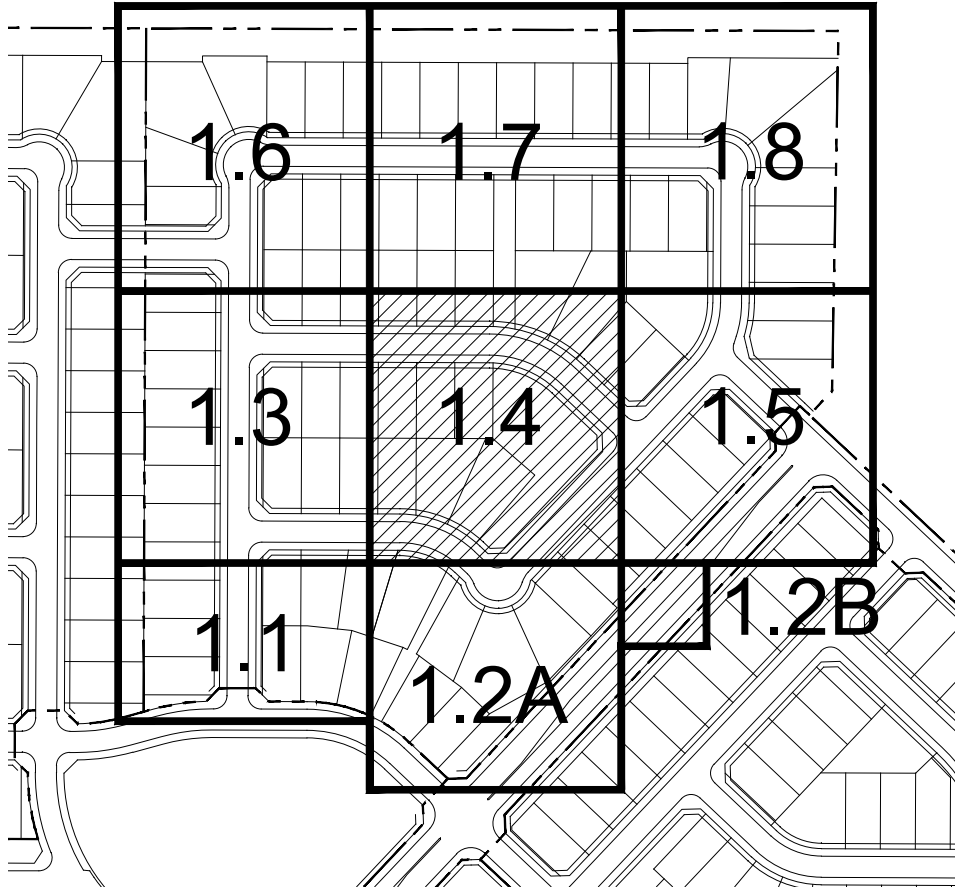
SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:

L1.3



KEY MAP:



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Acacia aneura	Mulga	24" Box
	Acacia farnesiana	Sweet Acacia	24" Box
	Acacia salicina	Willow Acacia	24" Box
	Fraxinus velutina 'Rio Grande'	Rio Grande Ash	24" Box
	Olneya tesota	Desert Ironwood	24" Box
	Parkinsonia florida	Blue Palo Verde	24" Box
	Parkinsonia praecox	Palo Brea	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pistacia chinensis 'Sarah's Radiance'™	Chinese Pistache	24" Box
	Pithecellobium flexicaule	Texas Ebony	24" Box
	Prosopis glandulosa 'Maverick'™	Honey Mesquite	24" Box
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Pinus edulis	Alghen Pine	24" Box
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
	Agave angustifolia marginata	Ribbon Agave	5 gal.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.
	Baleya multiradiata	Desert Marigold	1 gal.
	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.
	Calliandra californica	Red Baja Fairy Duster	5 gal.
	Cassia artemisioides	Feathery Cassia	5 gal.
	Celtis pallida	Desert Hackberry	5 gal.
	Dalea frutescens 'Sierra Negra'	Black Dalea	5 gal.
	Eremophila maculata 'Valentine'	Emu Bush	5 gal.
	Fouquieria splendens	Occotillo	5 gal.
	Hesperaloe parviflora	Red Yucca	1 gal.
	Larrea tridentata	Creosote Bush	5 gal.
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Sage	5 gal.
	Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	5 gal.
	Ruellia penninsularis	Baja Ruellia	5 gal.
	Sphaeralcea ambigua	Desert Mallow	5 gal.
	Vauquelinia californica	Arizona Rosewood	5 gal.
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE
	Muhlenbergia capillaris 'Lencia'	Regal Mist Pink Muhly	1 gal.
	Muhlenbergia rigens	Deer Grass	1 gal.
	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal.
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE
	Decomposed Granite	'Superior Gold'	7/8" Min.



RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: DL

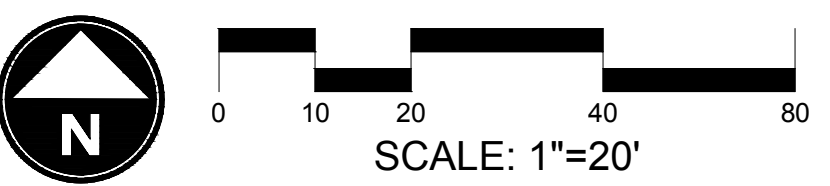
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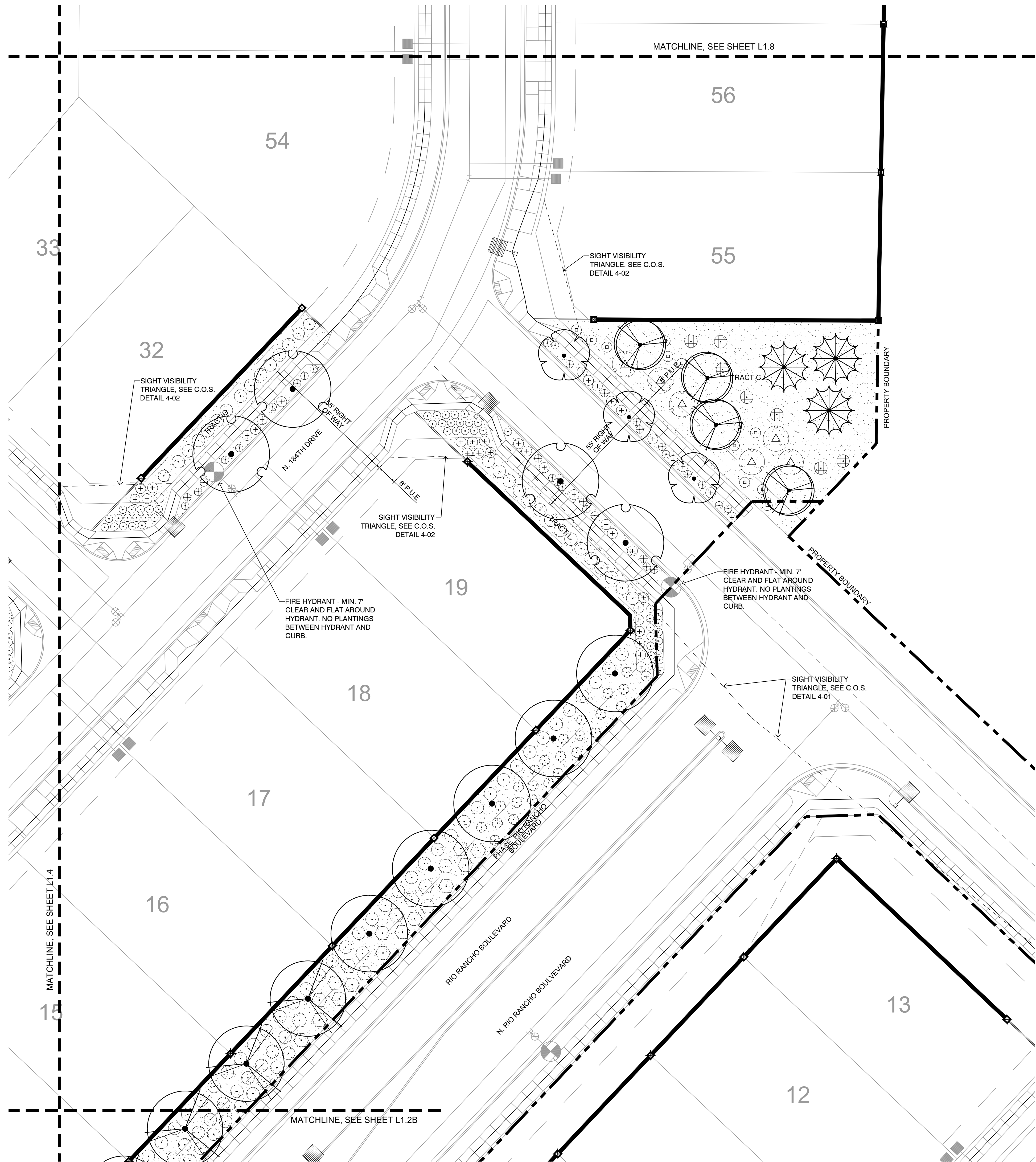
REVISIONS:

SHEET TITLE:
LANDSCAPE
PLAN

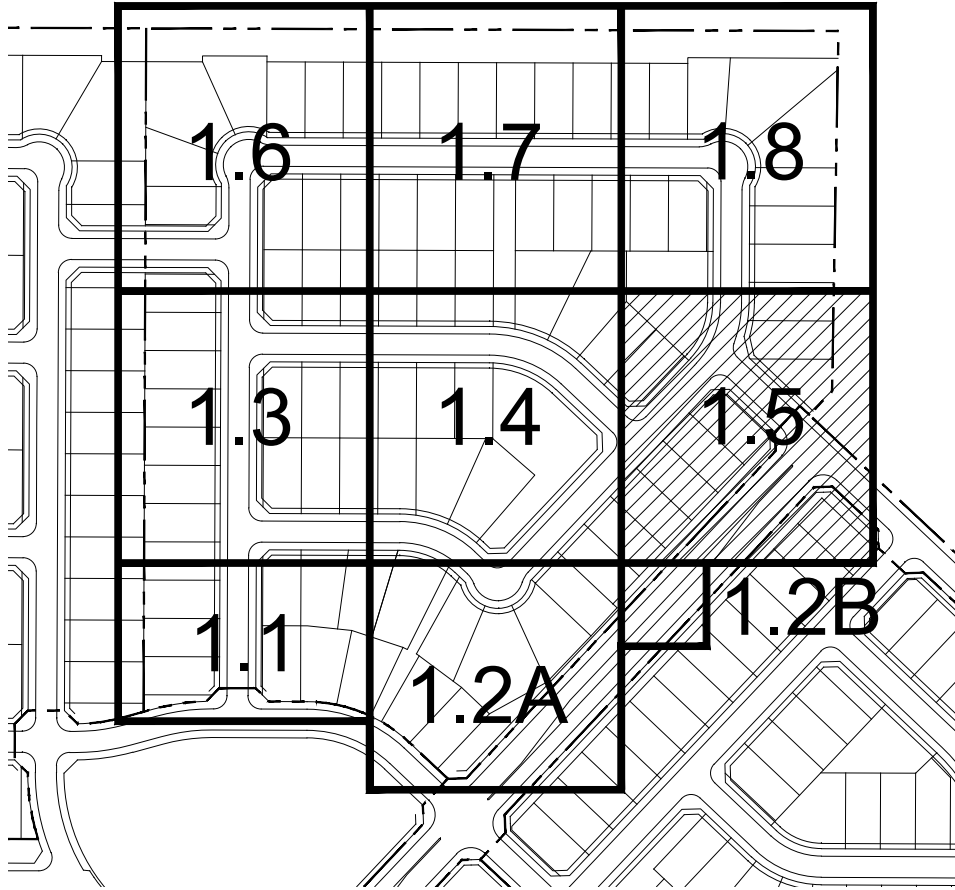
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L1.4



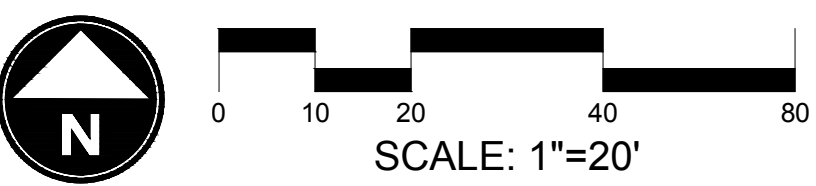


KEY MAP:



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Acacia aneura	Mulga	24" Box
	Acacia farnesiana	Sweet Acacia	24" Box
	Acacia salicina	Willow Acacia	24" Box
	Fraxinus velutina 'Rio Grande'	Rio Grande Ash	24" Box
	Olneya tesota	Desert Ironwood	24" Box
	Parkinsonia florida	Blue Palo Verde	24" Box
	Parkinsonia praecox	Palo Brea	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pistacia chinensis 'Sarah's Radiance'™	Chinese Pistache	24" Box
	Pithecellobium flexicaule	Texas Ebony	24" Box
	Prosopis glandulosa 'Maverick'™	Honey Mesquite	24" Box
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Pinus edulis	Alghan Pine	24" Box
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
	Agave angustifolia marginata	Ribbon Agave	5 gal.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.
	Baleya multiradiata	Desert Marigold	1 gal.
	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.
	Calliandra californica	Red Baja Fairy Duster	5 gal.
	Cassia artemisioides	Feathery Cassia	5 gal.
	Celtis pallida	Desert Hackberry	5 gal.
	Dalea frutescens 'Sierra Negra'	Black Dalea	5 gal.
	Eremophila maculata 'Valentine'	Emu Bush	5 gal.
	Fouquieria splendens	Occotillo	5 gal.
	Hesperaloe parviflora	Red Yucca	1 gal.
	Larrea tridentata	Creosote Bush	5 gal.
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Sage	5 gal.
	Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	5 gal.
	Ruellia penninsularis	Baja Ruellia	5 gal.
	Sphaeralcea ambigua	Desert Mallow	5 gal.
	Vauquelinia californica	Arizona Rosewood	5 gal.
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE
	Muhlenbergia capillaris 'Lencia'	Regal Mist Pink Muhly	1 gal.
	Muhlenbergia rigens	Deer Grass	1 gal.
	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal.
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE
	Decomposed Granite	'Superior Gold'	7/8" Min.



RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: DL

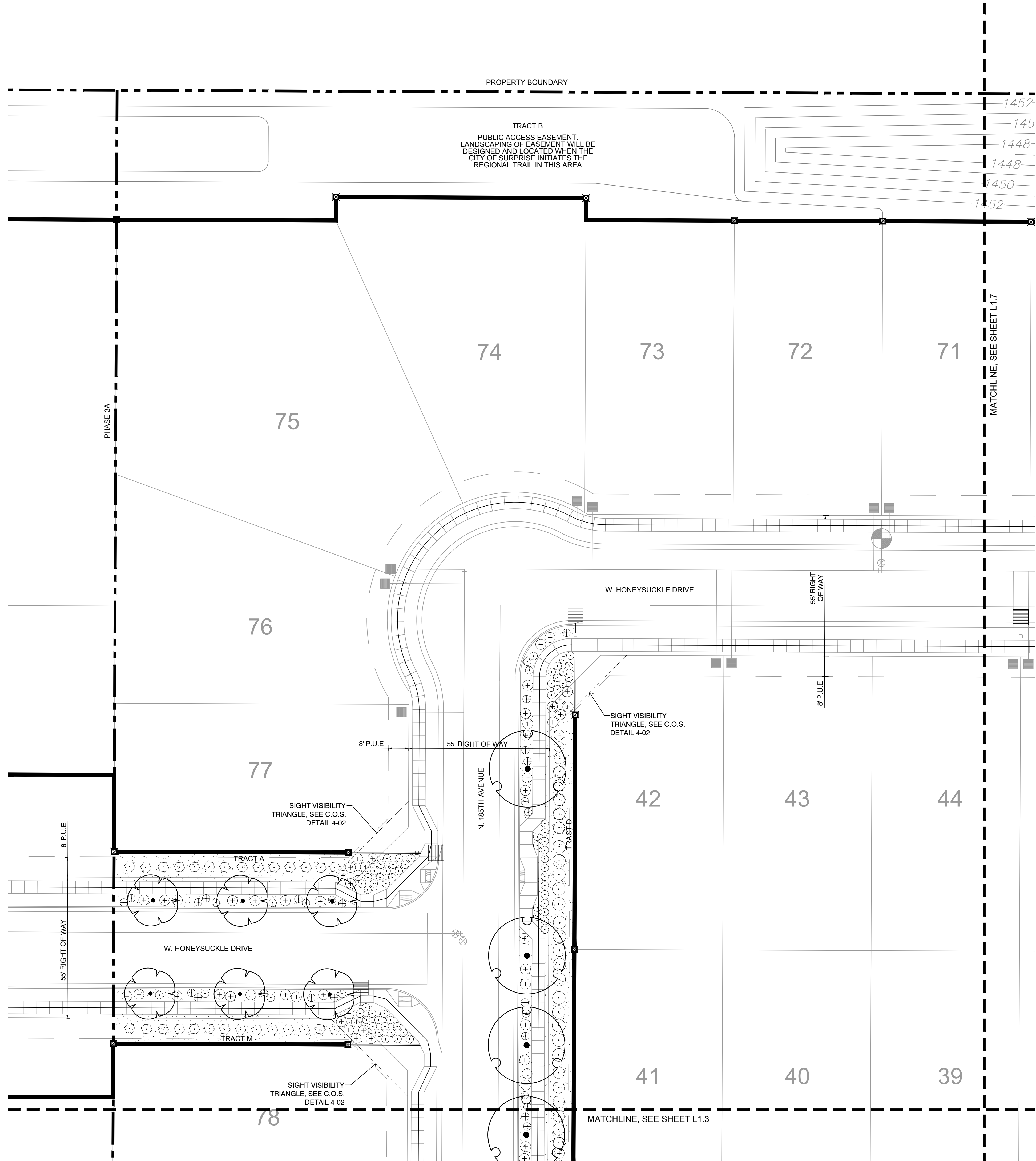
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REVISIONS:

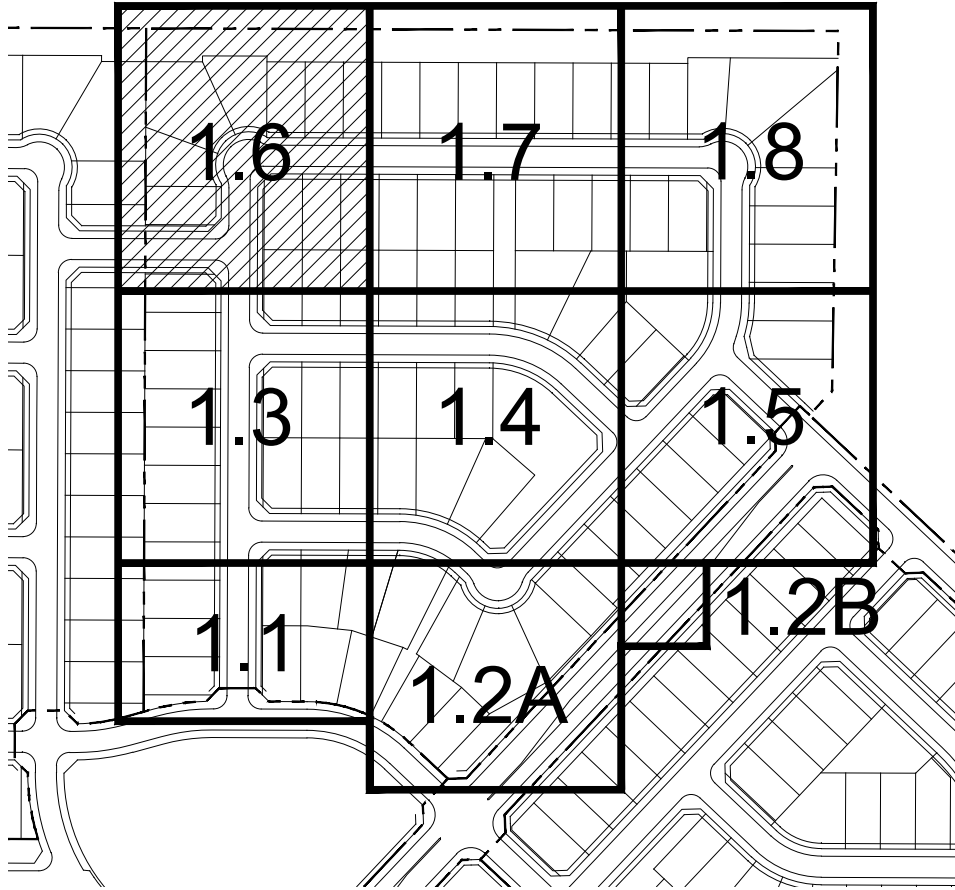
SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:

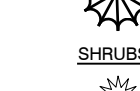
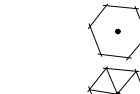
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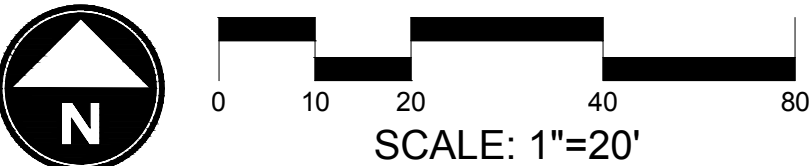


KEY MAP:



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Acacia aneura	Mulga	24" Box
	Acacia farnesiana	Sweet Acacia	24" Box
	Acacia salicina	Willow Acacia	24" Box
	Fraxinus velutina 'Rio Grande'	Rio Grande Ash	24" Box
	Olneya tesota	Desert Ironwood	24" Box
	Parkinsonia florida	Blue Palo Verde	24" Box
	Parkinsonia praecox	Palo Brea	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pistacia chinensis 'Sarah's Radiance' TM	Chinese Pistache	24" Box
	Pithecellobium flexicaule	Texas Ebony	24" Box
	Prosopis glandulosa 'Maverick' TM	Honey Mesquite	24" Box
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Pinus edulis	Alghen Pine	24" Box
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
	Agave angustifolia marginata	Ribbon Agave	5 gal.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.
	Baleya multiradiata	Desert Marigold	1 gal.
	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.
	Calliandra californica	Red Baja Fairy Duster	5 gal.
	Cassia artemisioides	Feathery Cassia	5 gal.
	Celtis pallida	Desert Hackberry	5 gal.
	Dalea frutescens 'Sierra Negra'	Black Dalea	5 gal.
	Eremophila maculata 'Valentine'	Emu Bush	5 gal.
	Fouquieria splendens	Occotillo	5 gal.
	Hesperaloe parviflora	Red Yucca	1 gal.
	Larrea tridentata	Creosote Bush	5 gal.
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Sage	5 gal.
	Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	5 gal.
	Ruellia penninsularis	Baja Ruellia	5 gal.
	Sphaeralcea ambigua	Desert Mallow	5 gal.
	Vauquelinia californica	Arizona Rosewood	5 gal.
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE
	Muhlenbergia capillaris 'Lencia'	Regal Mist Pink Muhly	1 gal.
	Muhlenbergia rigens	Deer Grass	1 gal.
	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal.
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE
	Decomposed Granite	'Superior Gold'	7/8" Min.



RIO RANCHO

PHASE 3B

CONSTRUCTION DOCUMENTS

CITY OF SURPRISE, ARIZONA



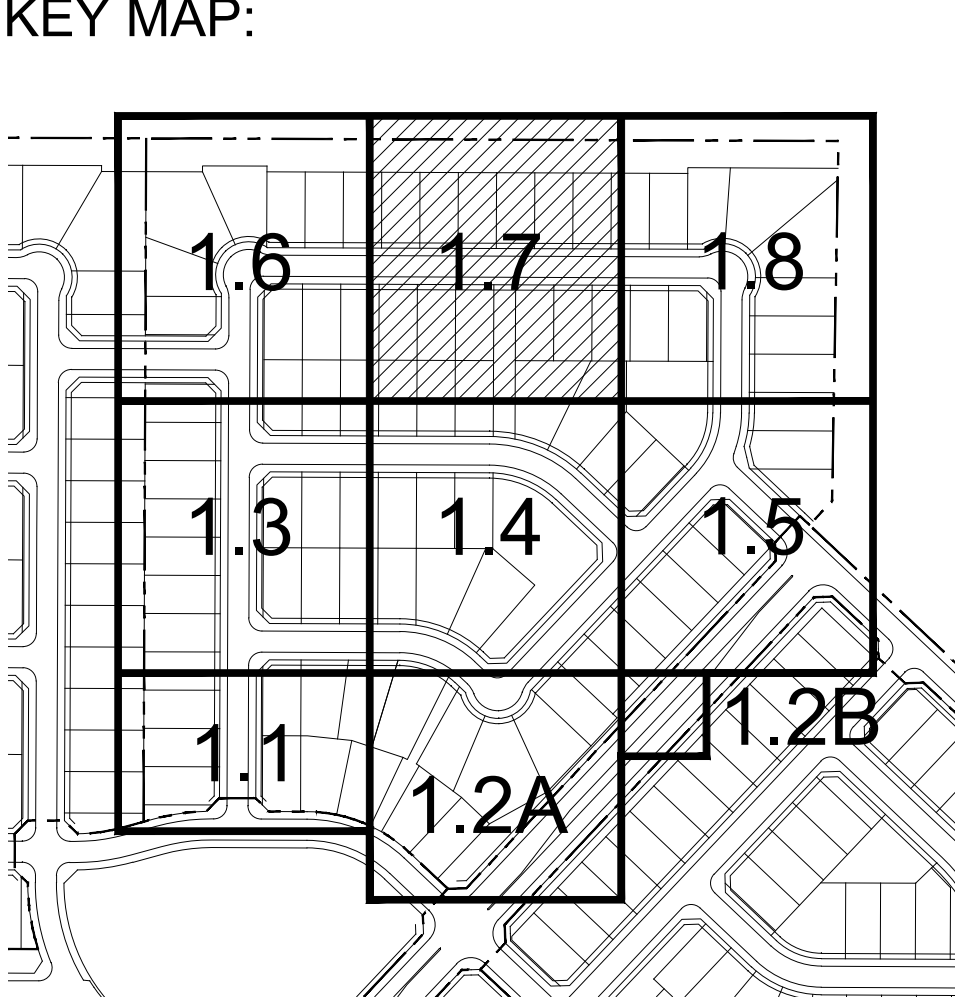
PREPARED FOR:

DATE:	AUGUST 2020
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	DL
VERSION:	
REVISIONS:	

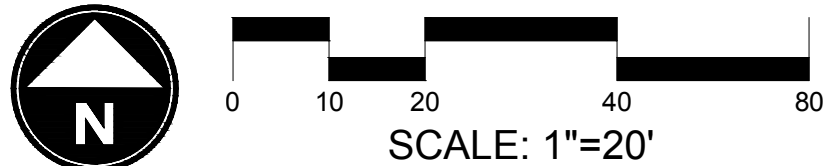
SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:

L1.6



TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Acacia aneura	Mulga	24" Box
	Acacia farnesiana	Sweet Acacia	24" Box
	Acacia salicina	Willow Acacia	24" Box
	Fraxinus velutina 'Rio Grande'	Rio Grande Ash	24" Box
	Olneya tesota	Desert Ironwood	24" Box
	Parkinsonia florida	Blue Palo Verde	24" Box
	Parkinsonia praecox	Palo Brea	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pistacia chinensis 'Sarah's Radiance' TM	Chinese Pistache	24" Box
	Pithecellobium flexulae	Texas Ebony	24" Box
	Prosopis glandulosa 'Maverick' TM	Honey Mesquite	24" Box
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Pinus edulis	Alfahan Pine	24" Box
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
	Agave angustifolia marginata	Ribbon Agave	5 gal.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.
	Baileya multiradiata	Desert Marigold	1 gal.
	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.
	Calliandra californica	Red Baja Fairy Duster	5 gal.
	Cassia artemisioides	Feathery Cassia	5 gal.
	Celtis pallida	Desert Hackberry	5 gal.
	Dalea frutescens 'Sierra Negra'	Black Dalea	5 gal.
	Eremophila maculata 'Valentine'	Emu Bush	5 gal.
	Fouquieria splendens	Ocotillo	5 gal.
	Hesperaloe parviflora	Red Yucca	1 gal.
	Larrea tridentata	Crescote Bush	5 gal.
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Sage	5 gal.
	Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	5 gal.
	Ruellia penninularis	Baja Ruellia	5 gal.
	Sphaeralcea ambigua	Desert Mallow	5 gal.
	Vauquelinia californica	Arizona Rosewood	5 gal.
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE
	Muhlenbergia capillaris 'Lenca'	Regal Mist Pink Muhly	1 gal.
	Muhlenbergia rigens	Deer Grass	1 gal.
	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal.
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE
	Decomposed Granite	'Superior Gold'	7/8" Mini



RIO RANCHO
PHASE 3B
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: DL

VERSION:

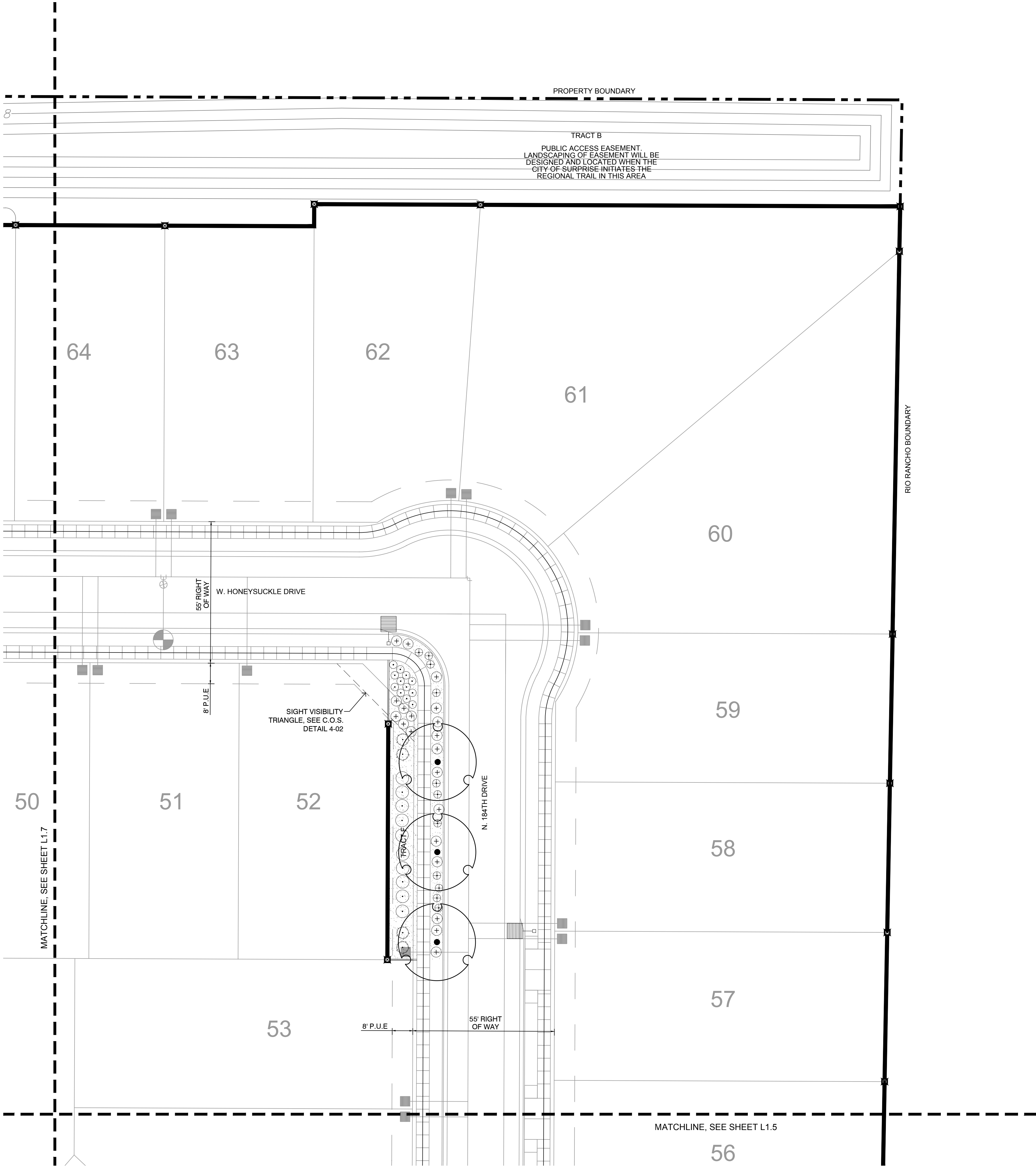
REVISIONS: _____

SHEET TITLE:

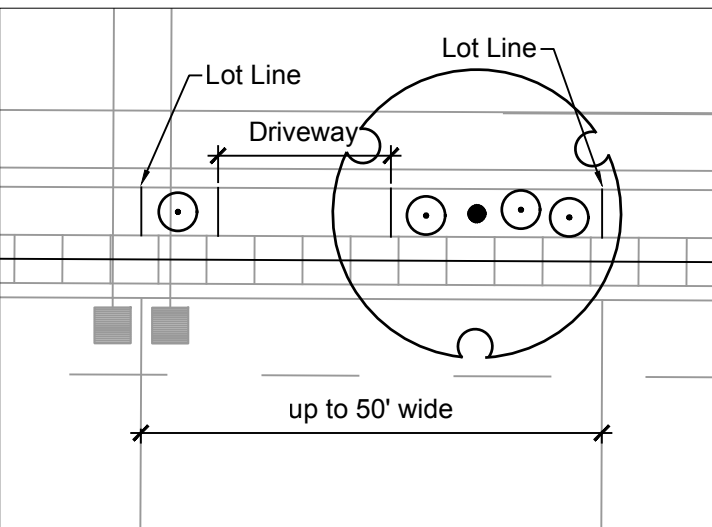
LANDSCAPE
PLAN

SHEET NUMBER:

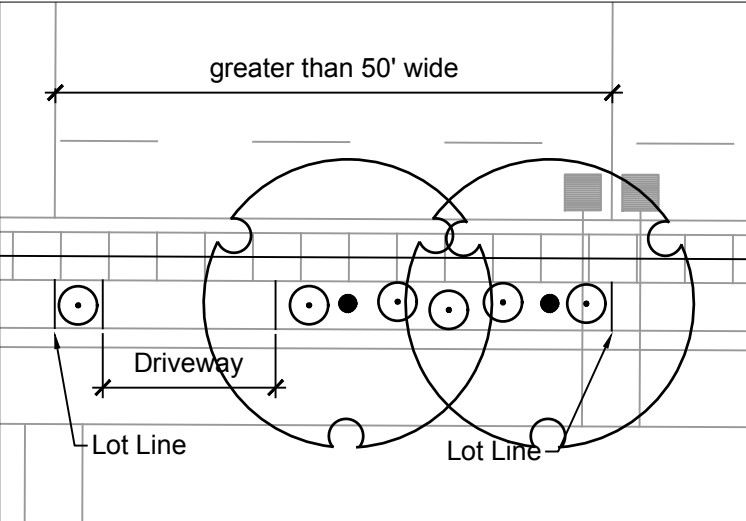
L1.7



TYPICAL FRONT YARD PARK STRIP LANDSCAPING

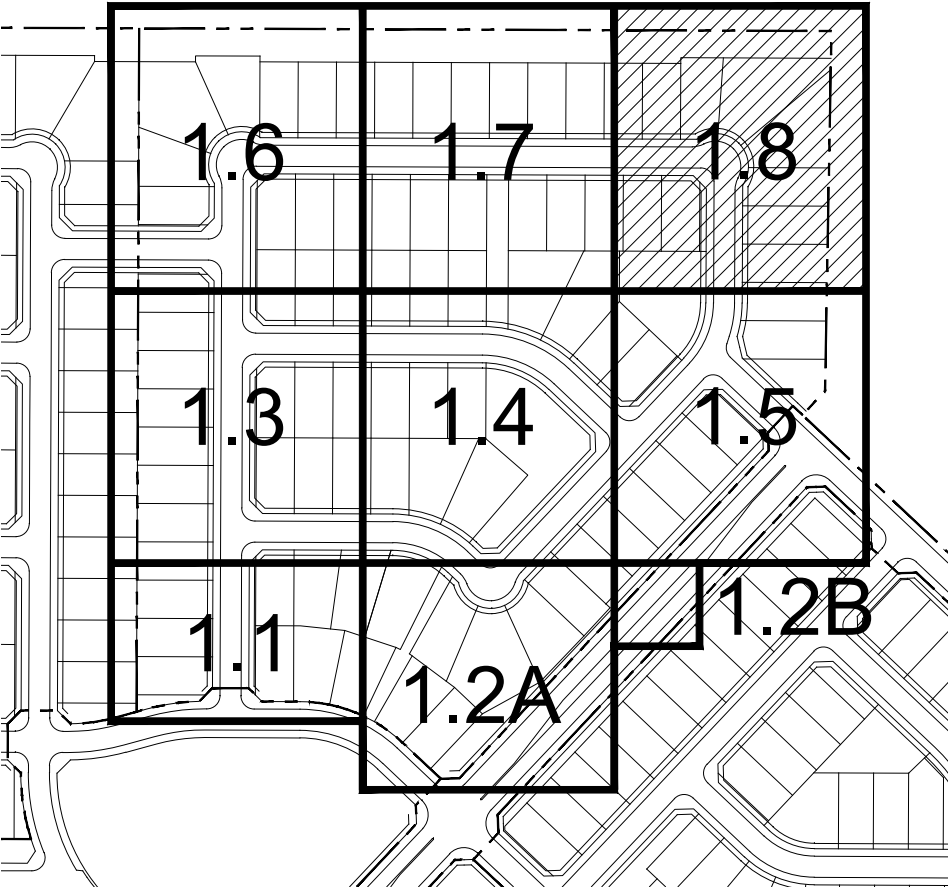


A MINIMUM OF ONE (1) 24-INCH BOX TREE AND FOUR (4) FIVE-GALLON SHRUBS AND/OR GROUNDCOVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE IN THE PARKSTRIP.



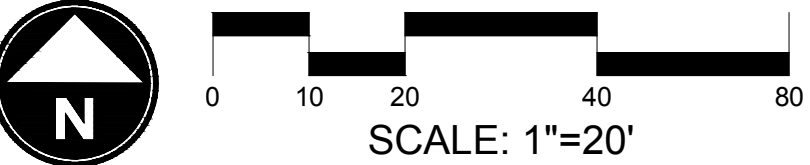
HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE SHALL HAVE AN ADDITIONAL TREE AND TWO (2) SHRUBS AND/OR GROUNDCOVER PLANTS.

KEY MAP:



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Acacia aneura	Mulga	24" Box
	Acacia farnesiana	Sweet Acacia	24" Box
	Acacia salicina	Willow Acacia	24" Box
	Fraxinus velutina 'Rio Grande'	Rio Grande Ash	24" Box
	Olneya tesota	Desert Ironwood	24" Box
	Parkinsonia florida	Blue Palo Verde	24" Box
	Parkinsonia praecox	Palo Brea	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pistacia chinensis 'Sarah's Radiance'™	Chinese Pistache	24" Box
	Pinaceae latifolia flexuosa	Texas Ebony	24" Box
	Prosopis glandulosa 'Maverick'™	Honey Mesquite	24" Box
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE
	Pinus edulis	Alghen Pine	24" Box
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE
	Agave angustifolia marginata	Ribbon Agave	5 gal.
	Ambrosia deltoidea	Triangle Leaf Bursage	5 gal.
	Baleya multiradiata	Desert Marigold	1 gal.
	Caesalpinia pulcherrima	Red Bird Of Paradise	5 gal.
	Calliandra californica	Red Baja Fairy Duster	5 gal.
	Cassia artemisioides	Feathery Cassia	5 gal.
	Celtis pallida	Desert Hackberry	5 gal.
	Dalea frutescens 'Sierra Negra'	Black Dalea	5 gal.
	Eremophila maculata 'Valentine'	Emu Bush	5 gal.
	Fouquieria splendens	Occillo	5 gal.
	Hesperaloe parviflora	Red Yucca	1 gal.
	Larrea tridentata	Creosote Bush	5 gal.
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Sage	5 gal.
	Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	5 gal.
	Ruellia penninularis	Baja Ruellia	5 gal.
	Sphaeralcea ambigua	Desert Mallow	5 gal.
	Vauquelinia californica	Arizona Rosewood	5 gal.
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE
	Muhlenbergia capillaris 'Lencia'	Regal Mist Pink Muhly	1 gal.
	Muhlenbergia rigens	Deer Grass	1 gal.
	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal.
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE
	Decomposed Granite	'Superior Gold'	7/8" Min.



RIO RANCHO

PHASE 3B

CONSTRUCTION DOCUMENTS

CITY OF SURPRISE, ARIZONA

PREPARED FOR:

DATE: AUGUST 2020

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: DL

VERSION:

REVISIONS:

SHEET TITLE: LANDSCAPE PLAN

SHEET NUMBER: L1.8



FS18-661 Rio Rancho Estates Parcel 3B Final Plat

City Council – October 20, 2020

VICINITY MAP

FS18-661
Rio Rancho 3B



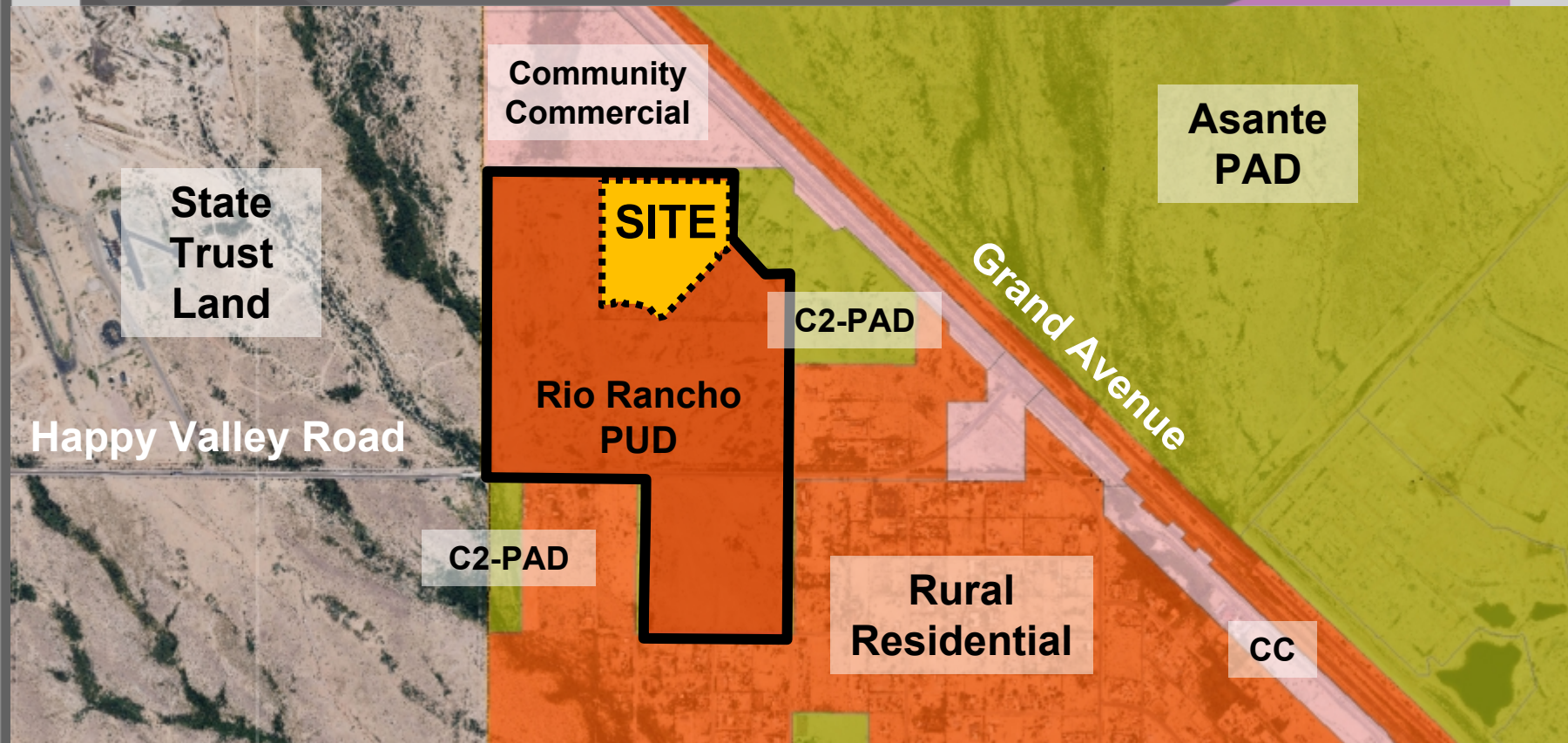
CASE MAP

FS18-661
Rio Rancho 3B

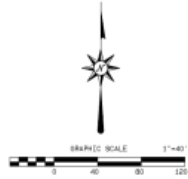


ZONING MAP

FS18-661
Rio Rancho 3B







LINE TABLE

LINE	BEARING	DIST (HORIZ)
1	S 84° 52' 51" W	65.50
2	N 85° 22' 51" W	65.83
3	S 84° 52' 51" W	65.50
4	S 84° 52' 51" W	65.50
5	S 84° 52' 51" W	65.50
6	S 84° 52' 51" W	65.50
7	S 84° 52' 51" W	65.50
8	S 84° 52' 51" W	65.50
9	S 84° 52' 51" W	65.50
10	S 84° 52' 51" W	65.50
11	S 84° 52' 51" W	65.50
12	S 84° 52' 51" W	65.50
13	S 84° 52' 51" W	65.50
14	S 84° 52' 51" W	65.50
15	S 84° 52' 51" W	65.50
16	S 84° 52' 51" W	65.50
17	S 84° 52' 51" W	65.50
18	S 84° 52' 51" W	65.50
19	S 84° 52' 51" W	65.50
20	S 84° 52' 51" W	65.50
21	S 84° 52' 51" W	65.50
22	S 84° 52' 51" W	65.50
23	S 84° 52' 51" W	65.50
24	S 84° 52' 51" W	65.50
25	S 84° 52' 51" W	65.50
26	S 84° 52' 51" W	65.50
27	S 84° 52' 51" W	65.50
28	S 84° 52' 51" W	65.50
29	S 84° 52' 51" W	65.50
30	S 84° 52' 51" W	65.50
31	S 84° 52' 51" W	65.50
32	S 84° 52' 51" W	65.50
33	S 84° 52' 51" W	65.50
34	S 84° 52' 51" W	65.50
35	S 84° 52' 51" W	65.50
36	S 84° 52' 51" W	65.50
37	S 84° 52' 51" W	65.50
38	S 84° 52' 51" W	65.50
39	S 84° 52' 51" W	65.50
40	S 84° 52' 51" W	65.50
41	S 84° 52' 51" W	65.50
42	S 84° 52' 51" W	65.50
43	S 84° 52' 51" W	65.50
44	S 84° 52' 51" W	65.50
45	S 84° 52' 51" W	65.50
46	S 84° 52' 51" W	65.50
47	S 84° 52' 51" W	65.50
48	S 84° 52' 51" W	65.50
49	S 84° 52' 51" W	65.50
50	S 84° 52' 51" W	65.50
51	S 84° 52' 51" W	65.50
52	S 84° 52' 51" W	65.50
53	S 84° 52' 51" W	65.50
54	S 84° 52' 51" W	65.50
55	S 84° 52' 51" W	65.50
56	S 84° 52' 51" W	65.50
57	S 84° 52' 51" W	65.50
58	S 84° 52' 51" W	65.50
59	S 84° 52' 51" W	65.50
60	S 84° 52' 51" W	65.50
61	S 84° 52' 51" W	65.50
62	S 84° 52' 51" W	65.50
63	S 84° 52' 51" W	65.50
64	S 84° 52' 51" W	65.50
65	S 84° 52' 51" W	65.50
66	S 84° 52' 51" W	65.50
67	S 84° 52' 51" W	65.50
68	S 84° 52' 51" W	65.50
69	S 84° 52' 51" W	65.50
70	S 84° 52' 51" W	65.50
71	S 84° 52' 51" W	65.50
72	S 84° 52' 51" W	65.50
73	S 84° 52' 51" W	65.50
74	S 84° 52' 51" W	65.50
75	S 84° 52' 51" W	65.50
76	S 84° 52' 51" W	65.50
77	S 84° 52' 51" W	65.50
78	S 84° 52' 51" W	65.50
79	S 84° 52' 51" W	65.50
80	S 84° 52' 51" W	65.50
81	S 84° 52' 51" W	65.50
82	S 84° 52' 51" W	65.50
83	S 84° 52' 51" W	65.50
84	S 84° 52' 51" W	65.50
85	S 84° 52' 51" W	65.50
86	S 84° 52' 51" W	65.50
87	S 84° 52' 51" W	65.50
88	S 84° 52' 51" W	65.50
89	S 84° 52' 51" W	65.50
90	S 84° 52' 51" W	65.50
91	S 84° 52' 51" W	65.50
92	S 84° 52' 51" W	65.50
93	S 84° 52' 51" W	65.50
94	S 84° 52' 51" W	65.50
95	S 84° 52' 51" W	65.50
96	S 84° 52' 51" W	65.50
97	S 84° 52' 51" W	65.50
98	S 84° 52' 51" W	65.50
99	S 84° 52' 51" W	65.50
100	S 84° 52' 51" W	65.50

CURVE TABLE

CURVE	HAULS	R/C	DELTA	CHORD BEARING	CHORD
1	202.40	171.31	43° 58' 42"	N 85° 12' 51" W	302.40
2	302.40	271.31	43° 58' 42"	N 85° 12' 51" W	402.40
3	402.40	371.31	43° 58' 42"	N 85° 12' 51" W	502.40
4	502.40	471.31	43° 58' 42"	N 85° 12' 51" W	602.40
5	602.40	571.31	43° 58' 42"	N 85° 12' 51" W	702.40
6	702.40	671.31	43° 58' 42"	N 85° 12' 51" W	802.40
7	802.40	771.31	43° 58' 42"	N 85° 12' 51" W	902.40
8	902.40	871.31	43° 58' 42"	N 85° 12' 51" W	1002.40
9	1002.40	971.31	43° 58' 42"	N 85° 12' 51" W	1102.40
10	1102.40	1071.31	43° 58' 42"	N 85° 12' 51" W	1202.40
11	1202.40	1171.31	43° 58' 42"	N 85° 12' 51" W	1302.40
12	1302.40	1271.31	43° 58' 42"	N 85° 12' 51" W	1402.40
13	1402.40	1371.31	43° 58' 42"	N 85° 12' 51" W	1502.40
14	1502.40	1471.31	43° 58' 42"	N 85° 12' 51" W	1602.40
15	1602.40	1571.31	43° 58' 42"	N 85° 12' 51" W	1702.40
16	1702.40	1671.31	43° 58' 42"	N 85° 12' 51" W	1802.40
17	1802.40	1771.31	43° 58' 42"	N 85° 12' 51" W	1902.40
18	1902.40	1871.31	43° 58' 42"	N 85° 12' 51" W	2002.40
19	2002.40	1971.31	43° 58' 42"	N 85° 12' 51" W	2102.40
20	2102.40	2071.31	43° 58' 42"	N 85° 12' 51" W	2202.40
21	2202.40	2171.31	43° 58' 42"	N 85° 12' 51" W	2302.40
22	2302.40	2271.31	43° 58' 42"	N 85° 12' 51" W	2402.40
23	2402.40	2371.31	43° 58' 42"	N 85° 12' 51" W	2502.40
24	2502.40	2471.31	43° 58' 42"	N 85° 12' 51" W	2602.40
25	2602.40	2571.31	43° 58' 42"	N 85° 12' 51" W	2702.40
26	2702.40	2671.31	43° 58' 42"	N 85° 12' 51" W	2802.40
27	2802.40	2771.31	43° 58' 42"	N 85° 12' 51" W	2902.40
28	2902.40	2871.31	43° 58' 42"	N 85° 12' 51" W	3002.40
29	3002.40	2971.31	43° 58' 42"	N 85° 12' 51" W	3102.40
30	3102.40	3071.31	43° 58' 42"	N 85° 12' 51" W	3202.40

ALL DIMENSIONS MEASURED AT 90° FROM BUILDING LINE.

① = 30' x 30' RIGHT VISIBILITY TRIANGLE
SEE SHEET 1 TWO FOR DETAIL



PREPARED AUGUST 2020 SHEET 4 OF 4

PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2705 South Alma School Road, Suite 2
Chandler, Arizona 85226
(602) 216-7285

SURVEYED BY:
ASAM
Arizona Surveying & Mapping
2440 W. Wilcox, Suite 4
Phoenix, Arizona 85021
(602) 244-9919

FINAL PLAT OF "RED RANCHO", PARCEL 28"

FINAL PLAT



SUDC - 20.00%

PUD - 20.63%

PUD - 20.63%

SITE

- 22.39 acres
- 12.68%

- 12.68%

Active

- 0.29 ac.
- 10.21%

- 10.21%

Passive

- 2.55 ac.
- 89.79%

- 89.79%

OPEN SPACE

OPEN SPACE

SUDC - 20.00%

PUD - 20.63%

Provided

- 38.78 acres
- 20.63%





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 2020 Contact Person:
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

RESERVED

Motion:

I move to approve the Final Plat entitled, “Ryder Ranch Final Plat”

Background:

Kimley Horn, on behalf of Ryder Ranch, seeks approval of a Final Plat to provide 145 residential lots on 38.56 gross acres for a density of 3.76 dwelling units per acre (du/A).

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The requested Final Plat is consistent with the Ryder Ranch PUD 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 staffing levels.

ATTACHMENTS:

1. 00 - FS19-364 - Ryder Ranch FP - CC Staff Report - 102020
2. 01 - FS19-364 - Ryder Ranch FP - Vicinity - 102020
3. 02 - FS19-364 - Ryder Ranch FP - Case Map - 102020
4. 03 - FS19-364 - Ryder Ranch FP - Final Plat - 102020

5. 04 - FS19-364 - Ryder Ranch FP - Landscape - 102020
 6. 05 - FS19-364 - Ryder Ranch FP - Luke Letter - 102020
 7. PP - FS19-364 - Ryder Ranch FP - CC PowerPoint - 102020
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

1 **Case:** **FS19-364**

2
3 **Project Name:** Ryder Ranch

4
5 **Council District:** 3 - Mesquite

6
7 **City Council Date:** **October 20, 2020**

8
9 **Planner:** Hobart Wingard, Planner II

10
11
12 **Owner:** PL Ryder Ranch

13
14 **Applicant:** Kimley Horn

15
16 **Request:** Final Plat for a 145 lot single-family residential subdivision in the Ryder Ranch RM-9-PUD and RM-6-PUD zoning districts.

17
18
19 **Site Location:** Generally, on the southwest corner of Cotton Lane and Sweetwater Avenue

20
21
22 **Site Size:** 38.56 acres (approx.)

23
24 **Density:** 3.76 DU/Ac

25
26 **Findings:**

- 27
- 28 • The proposed Final Plat demonstrates compliance with the General Plan 2035.
 - 29 • The proposed Final Plat is consistent with the zone change as approved under FS18-632.
 - 30 • The proposed Final Plat is consistent with the Preliminary Plat approved under FS18-632.
 - 31 • The proposed Final Plat is consistent with the Surprise Municipal Code.
- 32
33

34 **Alternative Actions:** **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

35
36 **Deny** – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

37
38
39
40 **Additional Information:**

41 Kimley Horn on behalf of PL Ryder Ranch, seeks approval of a Final Plat to create 145 residential lots
42 on 38.56 acres for a density of 3.76 dwelling units per acre (DU/Ac). The plat will provide:

43 • Lots: 145 lots on 20.14 acres (net)

44 • ROW: 3.57 acres

45 • Tracts: 15 tracts on 7.25 acres

46

47 **Attachments:**

48 01 Vicinity Map

49 02 Case Map

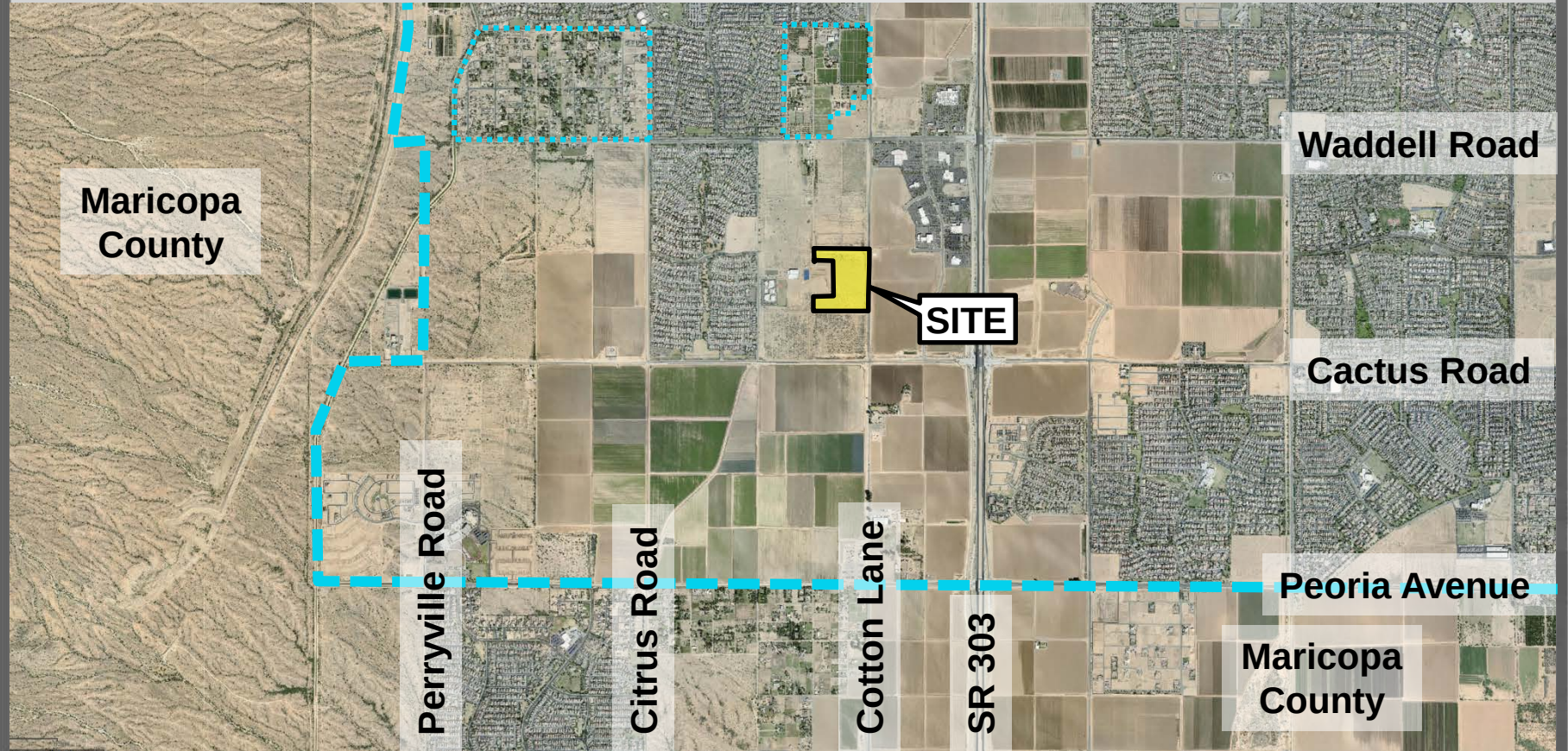
50 03 Final Plat

51 04 Landscape Plans

52 05 Luke AFB comments

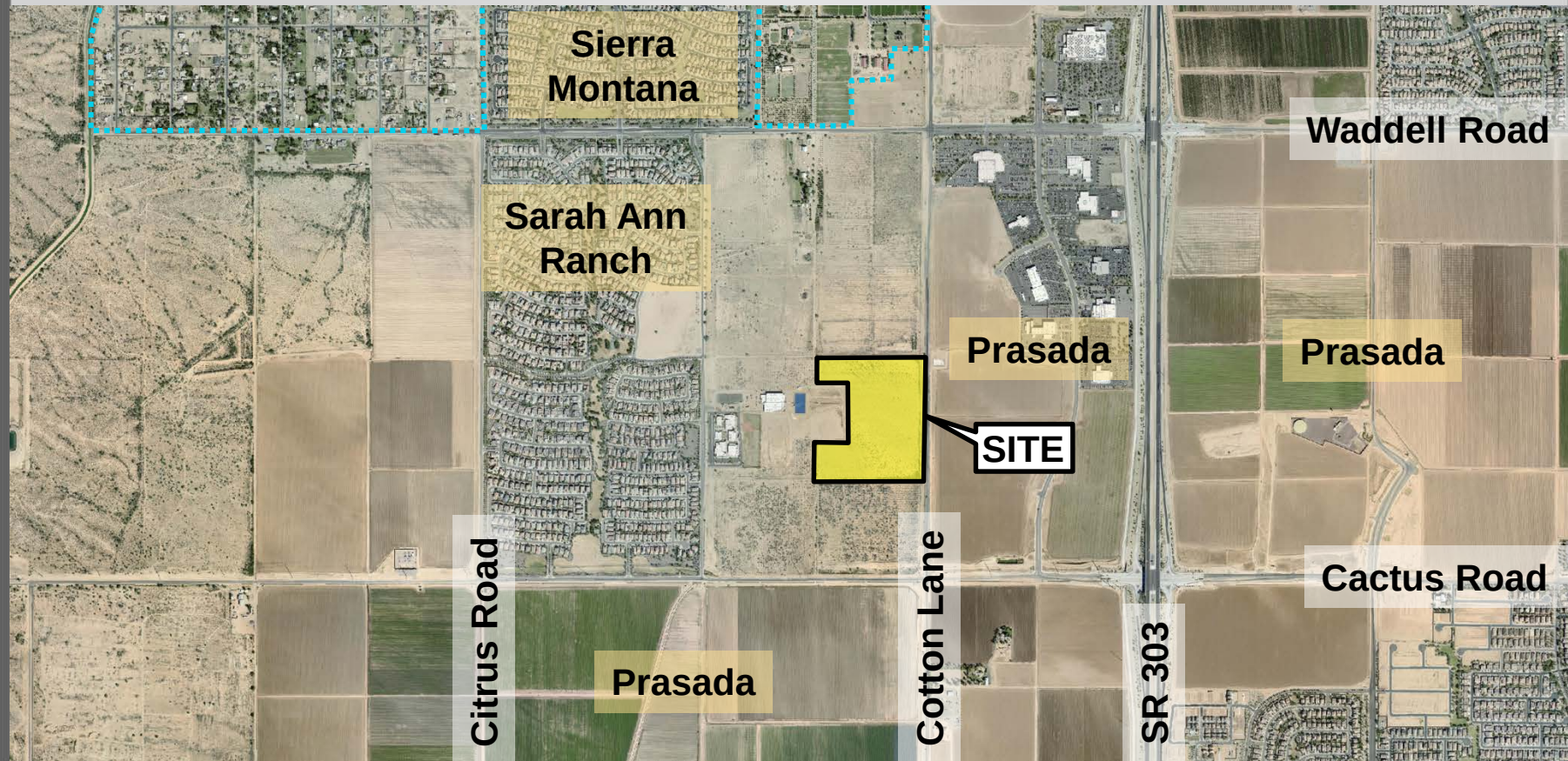
VICINITY MAP

FS19-364



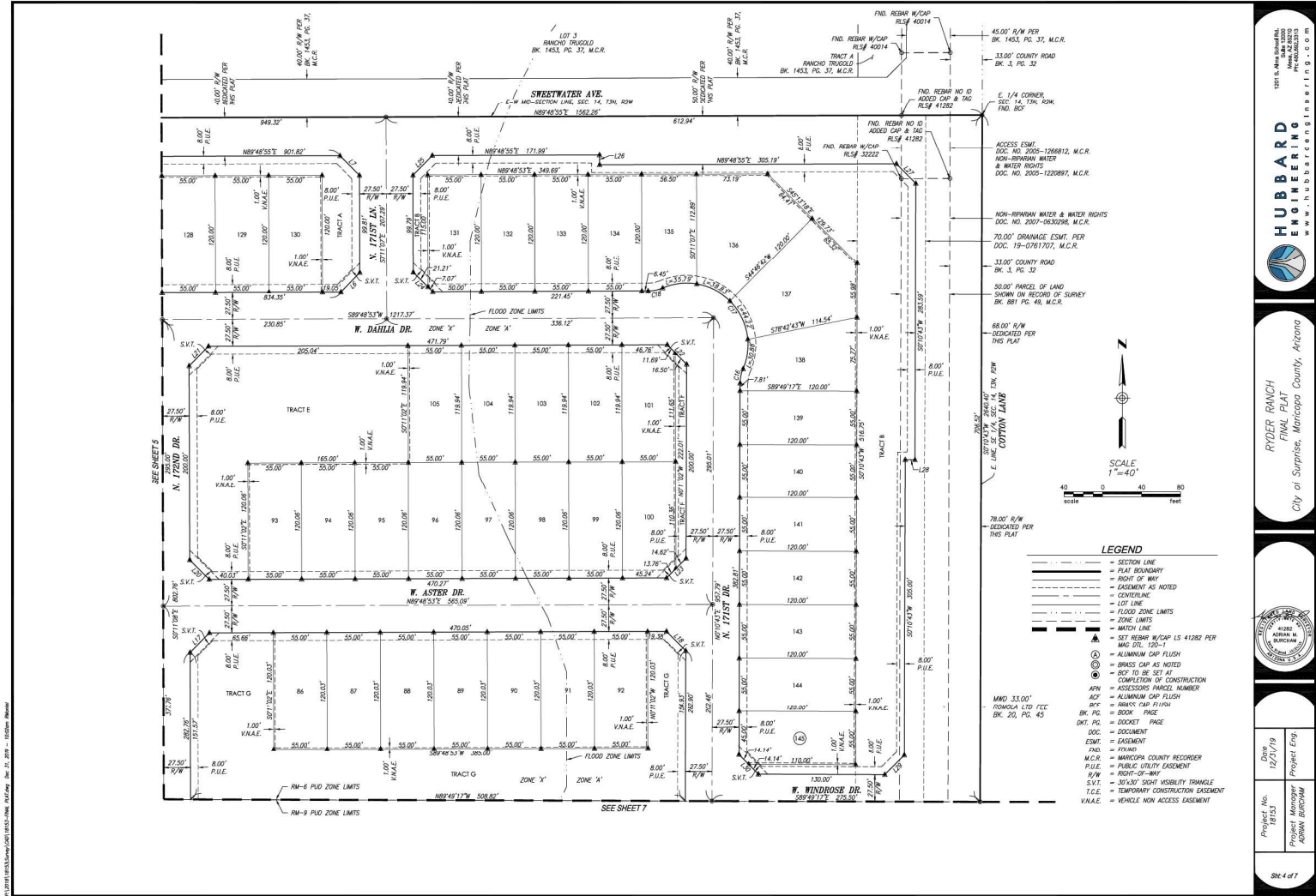
CASE MAP

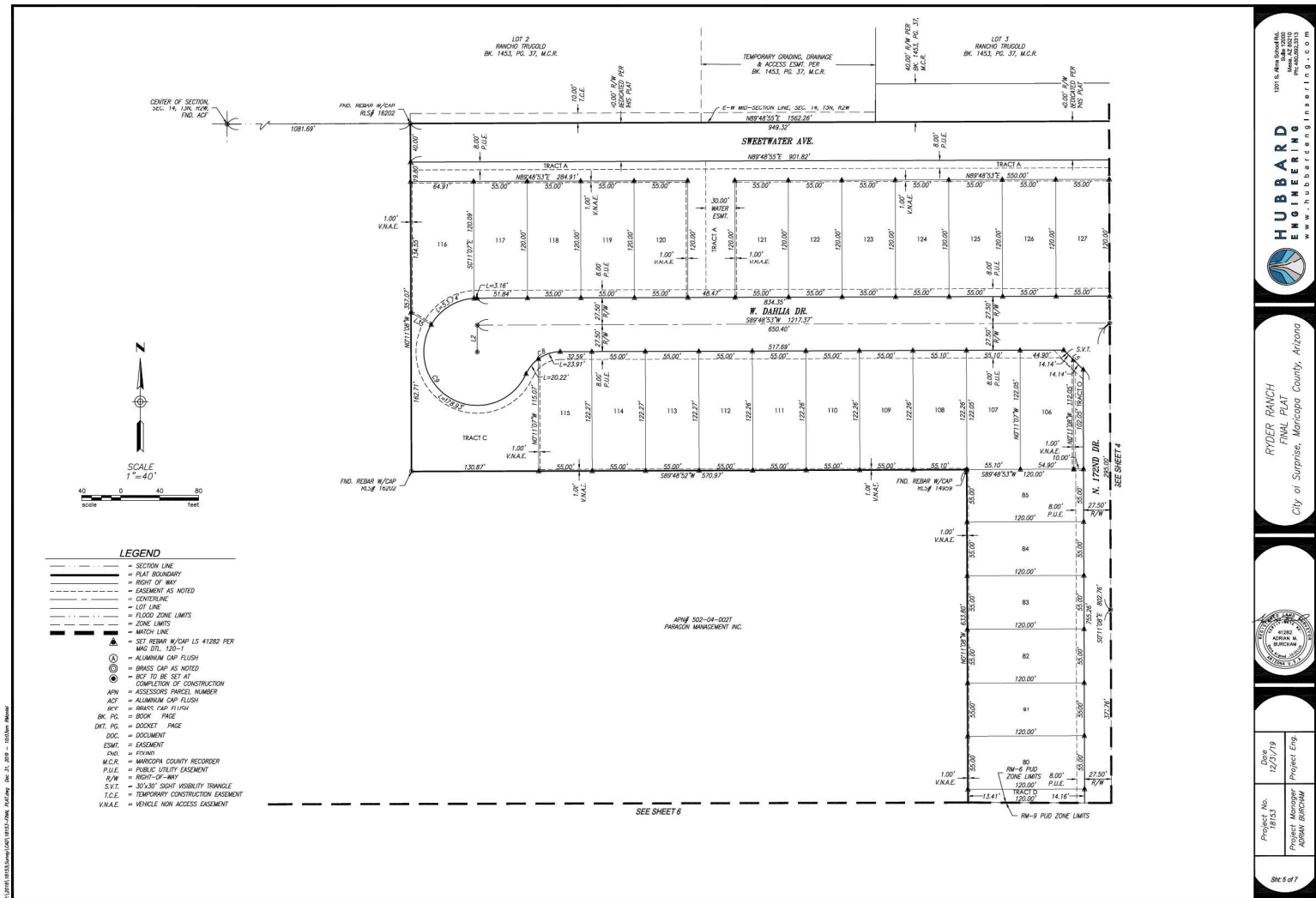
FS19-364



NOTES

1. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS ARE THE RESPONSIBILITY OF THE CITY OF ARIZONA.
2. THE MAINTENANCE OF LANDSCAPING WITHIN THE ALBUQUERQUE HEIGHTS-30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175, 180, 185, 190, 195, 200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385, 390, 395, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 470, 475, 480, 485, 490, 495, 500, 505, 510, 515, 520, 525, 530, 535, 540, 545, 550, 555, 560, 565, 570, 575, 580, 585, 590, 595, 600, 605, 610, 615, 620, 625, 630, 635, 640, 645, 650, 655, 660, 665, 670, 675, 680, 685, 690, 695, 700, 705, 710, 715, 720, 725, 730, 735, 740, 745, 750, 755, 760, 765, 770, 775, 780, 785, 790, 795, 800, 805, 810, 815, 820, 825, 830, 835, 840, 845, 850, 855, 860, 865, 870, 875, 880, 885, 890, 895, 900, 905, 910, 915, 920, 925, 930, 935, 940, 945, 950, 955, 960, 965, 970, 975, 980, 985, 990, 995, 1000, 1005, 1010, 1015, 1020, 1025, 1030, 1035, 1040, 1045, 1050, 1055, 1060, 1065, 1070, 1075, 1080, 1085, 1090, 1095, 1100, 1105, 1110, 1115, 1120, 1125, 1130, 1135, 1140, 1145, 1150, 1155, 1160, 1165, 1170, 1175, 1180, 1185, 1190, 1195, 1200, 1205, 1210, 1215, 1220, 1225, 1230, 1235, 1240, 1245, 1250, 1255, 1260, 1265, 1270, 1275, 1280, 1285, 1290, 1295, 1300, 1305, 1310, 1315, 1320, 1325, 1330, 1335, 1340, 1345, 1350, 1355, 1360, 1365, 1370, 1375, 1380, 1385, 1390, 1395, 1400, 1405, 1410, 1415, 1420, 1425, 1430, 1435, 1440, 1445, 1450, 1455, 1460, 1465, 1470, 1475, 1480, 1485, 1490, 1495, 1500, 1505, 1510, 1515, 1520, 1525, 1530, 1535, 1540, 1545, 1550, 1555, 1560, 1565, 1570, 1575, 1580, 1585, 1590, 1595, 1600, 1605, 1610, 1615, 1620, 1625, 1630, 1635, 1640, 1645, 1650, 1655, 1660, 1665, 1670, 1675, 1680, 1685, 1690, 1695, 1700, 1705, 1710, 1715, 1720, 1725, 1730, 1735, 1740, 1745, 1750, 1755, 1760, 1765, 1770, 1775, 1780, 1785, 1790, 1795, 1800, 1805, 1810, 1815, 1820, 1825, 1830, 1835, 1840, 1845, 1850, 1855, 1860, 1865, 1870, 1875, 1880, 1885, 1890, 1895, 1900, 1905, 1910, 1915, 1920, 1925, 1930, 1935, 1940, 1945, 1950, 1955, 1960, 1965, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060, 2065, 2070, 2075, 2080, 2085, 2090, 2095, 2100, 2105, 2110, 2115, 2120, 2125, 2130, 2135, 2140, 2145, 2150, 2155, 2160, 2165, 2170, 2175, 2180, 2185, 2190, 2195, 2200, 2205, 2210, 2215, 2220, 2225, 2230, 2235, 2240, 2245, 2250, 2255, 2260, 2265, 2270, 2275, 2280, 2285, 2290, 2295, 2300, 2305, 2310, 2315, 2320, 2325, 2330, 2335, 2340, 2345, 2350, 2355, 2360, 2365, 2370, 2375, 2380, 2385, 2390, 2395, 2400, 2405, 2410, 2415, 2420, 2425, 2430, 2435, 2440, 2445, 2450, 2455, 2460, 2465, 2470, 2475, 2480, 2485, 2490, 2495, 2500, 2505, 2510, 2515, 2520, 2525, 2530, 2535, 2540, 2545, 2550, 2555, 2560, 2565, 2570, 2575, 2580, 2585, 2590, 2595, 2600, 2605, 2610, 2615, 2620, 2625, 2630, 2635, 2640, 2645, 2650, 2655, 2660, 2665, 2670, 2675, 2680, 2685, 2690, 2695, 2700, 2705, 2710, 2715, 2720, 2725, 2730, 2735, 2740, 2745, 2750, 2755, 2760, 2765, 2770, 2775, 2780, 2785, 2790, 2795, 2800, 2805, 2810, 2815, 2820, 2825, 2830, 2835, 2840, 2845, 2850, 2855, 2860, 2865, 2870, 2875, 2880, 2885, 2890, 2895, 2900, 2905, 2910, 2915, 2920, 2925, 2930, 2935, 2940, 2945, 2950, 2955, 2960, 2965, 2970, 2975, 2980, 2985, 2990, 2995, 3000, 3005, 3010, 3015, 3020, 3025, 3030, 3035, 3040, 3045, 3050, 3055, 3060, 3065, 3070, 3075, 3080, 3085, 3090, 3095, 3100, 3105, 3110, 3115, 3120, 3125, 3130, 3135, 3140, 3145, 3150, 3155, 3160, 3165, 3170, 3175, 3180, 3185, 3190, 3195, 3200, 3205, 3210, 3215, 3220, 3225, 3230, 3235, 3240, 3245, 3250, 3255, 3260, 3265, 3270, 3275, 3280, 3285, 3290, 3295, 3300, 3305, 3310, 3315, 3320, 3325, 3330, 3335, 3340, 3345, 3350, 3355, 3360, 3365, 3370, 3375, 3380, 3385, 3390, 3395, 3400, 3405, 3410, 3415, 3420, 3425, 3430, 3435, 3440, 3445, 3450, 3455, 3460, 3465, 3470, 3475, 3480, 3485, 3490, 3495, 3500, 3505, 3510, 3515, 3520, 3525, 3530, 3535, 3540





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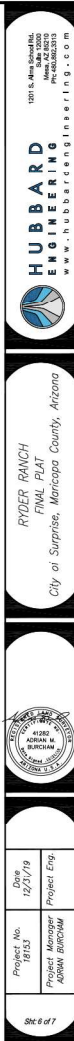
RYDER RANCH FINAL PLAT
City of Surprise, Maricopa County, Arizona

APN# 202-04-0027 PARAGON MANAGEMENT INC.

Project No. 18153
Draw 12/1/19
Project Eng. ADRIAN BURCHAM

CASE #S19-364

SHEET 5 of 7





ZONING INFORMATION

EXISTING ZONING
RURAL RANCH (RR)

PROPOSED ZONING
NORTHERN PORTION
20.6 ACRES
RM-6 PUD ZONING

SOUTHERN PORTION
17.91 ACRES
RM-6 PUD ZONING

ADJACENT ZONING
WEST: SCHOOL DISTRICT 44 (SD 44) R-4.5 & RM-9 PUD
EAST: VACANT (S14-44-556) PRASADA PAD
SOUTH: VACANT (S14-44-556) PRASADA PAD
NORTH: VACANT (S14-44-556) PRASADA PAD

GENERAL LANDSCAPE NOTES

- ALL WORK SHALL BE CONFINED TO LIMITS OF CONSTRUCTION AS SHOWN ON PLANS.
- SITE GRADING NECESSITATED BY THE WORK AS IT PROGRESSES AND NOT SPECIFICALLY CALLED OUT ON THE PLANS SHALL BE CONSIDERED INCIDENTAL WORK.
- CONTRACTOR SHALL COORDINATE AND BE IN COMPLIANCE WITH ALL STATE AND LOCAL MUNICIPALITIES AS WARRANTED.
- CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND SPECIFICATIONS AND EXISTING SITE CONDITIONS OR ANY INCONSISTENCIES OR AMBIGUITIES IN DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT. IN WRITING, WHO SHALL PROMPTLY ADDRESS SUCH INCONSISTENCIES OR AMBIGUITIES. WORK DONE BY THE CONTRACTOR AFTER HIS DISCOVERY OF SUCH DISCREPANCIES, INCONSISTENCIES, OR AMBIGUITIES SHALL BE DONE AT THE CONTRACTOR'S RISK.
- DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR CONSENT OF THE OWNER, OR THE LANDSCAPE ARCHITECT MAY BE CAUSE FOR THE WORK TO BE REJECTED UNACCEPTABLE.
- THE CONTRACTOR ACKNOWLEDGES & AGREES THAT THE WORK IS ENTIRELY AT HIS RISK UNTIL SITE IS ACCEPTED, AND HE WILL BE HELD RESPONSIBLE FOR ITS SAFETY BY THE OWNER.
- THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DAMAGE OR LOSS OF ANY REFERENCE POINTS AND HUBS DURING THE CONSTRUCTION OF HIS WORK, AND SHALL BEAR THE COST OF REPLACING SAME.
- THE CONTRACTOR IS RESPONSIBLE FOR HORIZONTALLY AND VERTICALLY LOCATING AND PROTECTING ALL PUBLIC AND PRIVATE UTILITIES WHICH ARE IN OR ADJACENT TO THE CONSTRUCTION SITE AT LEAST 48 HOURS PRIOR TO ANY DEMOLITION, GRADING, OR CONSTRUCTION ACTIVITY.
- THE CONTRACTOR SHALL SALVAGE AND PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC., DURING ALL CONSTRUCTION PHASES UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL REPAIR AT HIS OWN EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
- ANY FOREIGN ITEM FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE OWNER. THIS INCLUDES, BUT IS NOT LIMITED TO, PRECIOUS METALS, COINS, PAPER CURRENCY, ARTIFACTS AND ANTIQUES.
- ALL SURPLUS EXCAVATION SHALL BE TAKEN TO A SITE DESIGNATED BY OWNER, AT NO ADDITIONAL COST TO THE OWNER. IF OWNER CHOOSES, THE CONTRACTOR MAY HAVE POSSESSION OF SURPLUS EXCAVATION MATERIAL.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND/OR OBTAINING ALL REQUIRED PERMITS AND APPROVALS PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR IS TO MAINTAIN CONTROLLED PEDESTRIAN AND ADA ACCESS THROUGHOUT ALL AREAS OF THE SITE THROUGHOUT CONSTRUCTION PERIOD.
- MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT ALL TIMES, DAILY, AND MORE OFTEN IF NECESSARY, INSPECT & PICK UP ALL SCRAP, DEBRIS, & WASTE MATERIAL.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ALL MUD, DIRT, ROCK MULCH AND OTHER MATERIALS TRACKED ONTO ANY PRIVATE OR PUBLIC STREETS OR SIDEWALKS. THE CONTRACTOR MUST CLEAN THESE DAILY, IF NECESSARY. THE CONTRACTOR MUST USE WATER OR OTHER ACCEPTABLE METHODS TO KEEP AIRBORNE DUST TO A REQUIRED MINIMUM.
- PROVIDE PROTECTION TO ALL FINISHED WORK, MAINTAIN SURFACES CLEAN, UNBARRIED, AND SUITABLY PROTECTED UNTIL ACCEPTANCE BY OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITY TO EXISTING ELEMENTS THAT ARE TO REMAIN.
- EROSION CONTROL MEASURES (E.G. SALT PENCING AND SEEDMENT CONTROL) SHALL BE MAINTAINED BY THE CONTRACTOR FOR CIVIL SPECIFICATIONS. ANY EROSION CONTROL MEASURES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED PER CIVIL SPECIFICATIONS.
- PLANT QUANTITIES LISTED IN THE PLANT LEGEND ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL DO THEIR OWN TWO-CHECKS AND BE RESPONSIBLE.
- ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-BRANCHED, AND DENSELY FOLIATED (WHEN IN LEAF) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED STAMEN, AND BE FREE OF ANY BRUISES, CUTS OR OTHER ABNORMALITIES. PLANT MATERIAL SHALL BE SIZED IN ACCORDANCE WITH THE LATEST STANDARDS SET FORTH BY THE ARIZONA NURSERY ASSOCIATION AND THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEYMAN.
- OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL DEEMED UNACCEPTABLE.
- LANDSCAPE CONTRACTOR TO TAG AND HOLD ALL PLANT MATERIAL, A MINIMUM OF 30 DAYS PRIOR TO DATE OF INSTALLATION. ALL PLANT MATERIAL SUBSTITUTIONS MADE WITHIN THE 30 DAYS PRIOR TO INSTALLATION TO BE THE NEXT SIZE LARGER AT NO ADDITIONAL COST TO THE CLIENT.
- ALL TREE LOCATIONS TO BE STAKED AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
- INSTALL ALL CANOPY TREES WITH A MINIMUM OF 5 FT. SEPARATION FROM ALL UTILITIES, UNLESS A ROOT BARRIER IS UTILIZED.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RIGGING TREE ROOT BALLS WHOSE DETAIL BELOW GRADE, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTING FREE OF PESTS AND DISEASES, FERTILIZING, WEEDING, MOVING, EDDING AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP.
- ROCK MULCH ALL AREAS LABELED ROCK MULCH ON THE PLANS ARE TO BE APPROVED BY OWNER. 2" MINIMUM DEPTH THROUGHOUT ENTIRE PROJECT. FINISH GRADE IN ALL AREAS TO BE SMOOTH AND EVEN AND 1" BELOW TOP OF CURB OR SIDEWALK.
- AREAS TO RESEED ROCK MULCH SHALL BE SPRAYED AT LEAST ONCE WITH A CONTACT HERBICIDE PRIOR TO PLANTING OPERATIONS. IMMEDIATELY PRIOR TO PLACEMENT OF ROCK MULCH, CONTRACTOR TO APPLY PRE-EMERGENT PER MANUFACTURER RECOMMENDATIONS.
- ROCK MULCH SHALL EXTEND UNDER TREES AND SHRUBS.
- CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE ENTIRE PROJECT FOR 90 DAYS AFTER ACCEPTANCE OF THE WORK BY THE OWNERS REPRESENTATIVE. UPON COMPLETION OF THE MAINTENANCE PERIOD THE OWNER WILL ASSUME ALL MAINTENANCE RESPONSIBILITY.
- PRIOR TO INITIATING THE 90-DAY MAINTENANCE PERIOD, COMPLETE ANY INITIAL PUNCHLIST ITEMS, THEN OBTAIN APPROVAL FROM OWNERS REPRESENTATIVE OF SUBSTANTIAL COMPLETION. DETERMINE WITH THE OWNERS REPRESENTATIVE THE START DATE FOR THE 90-DAY MAINTENANCE PERIOD. CONTRACTOR TO MAINTAIN LANDSCAPE WHICH INCLUDE WATERING, WEEDING, PRUNING, AND REPLACEMENT OF ANY MATERIAL THAT HAS DIED OR IS SHOWING EVIDENCE OF STRESS. SUBMIT WRITTEN REQUEST FOR FINAL PUNCHLIST ONE WEEK PRIOR TO END OF MAINTENANCE PERIOD.
- ALL GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS OF THE CONTRACT SHALL APPLY.

LANDSCAPE IMPROVEMENT PLANS FOR RYDER RANCH SUBDIVISION A PORTION OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST SURPRISE, ARIZONA

OWNER/DEVELOPER

R. RYDER RANCH, L.L.C.
1740 E PINNACLE PEAK ROAD #42 SCOTTSDALE,
AZ 85259
TELEPHONE: (480) 401-0800
CONTACT: RANDY CLARNO

LAND SURVEYOR

HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD. SUITE #1200
MESA, AZ 85210
PHONE: (480) 892-1133
FAX: (480) 892-7051
CONTACT: ADRIAN BURCHAM, PLS

LANDSCAPE ARCHITECT

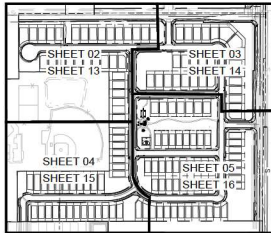
KIMLEY-HORN AND ASSOCIATES, INC.
SUITE 300
PHOENIX, ARIZONA 85020
PHONE: (602) 944-2500
FAX: (602) 944-7403
CONTACT: ANNE DEBORAD, PLA

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
SUITE 300
PHOENIX, ARIZONA 85020
PHONE: (602) 944-2500
FAX: (602) 944-7403
CONTACT: ANDREW JUPP, PE

LAND PLANNER

FOR PLANNING
1201 S. ALMA SCHOOL RD.
SUITE 1200
MESA, AZ 85210
PHONE: (480) 892-1133
FAX: (480) 892-7051
CONTACT: MARK REDDIE



SHEET LIST TABLE

NO.	DESCRIPTION
01	LANDSCAPE COVER
02-05	LANDSCAPE PLAN
06-08	LANDSCAPE DETAILS
09	LANDSCAPE DETAILS
10-12	ENTRY MONUMENT AND WALLS
13-16	IRRIGATION PLAN
17	IRRIGATION DETAILS

CITY OF SURPRISE APPROVAL

Community Development Director	Date
City Engineer	Date

PLANTING LEGEND

TREES	BOTANICAL NAME / COMMON NAME	SIZE	QTY
1	Acacia aneura / Mulga	24" Box, 1" Cal. Min.	35
2	Chilopsis linearis / Desert Willow	24" Box, 1" Cal. Min.	33
3	Parkinsonia 'Sonoran Emerald' / Sonoran Emerald Palo Verde	24" Box, Multitrunk	56
4	Prosopis 'Crown Jewel' / Crown Jewel Mesquite	24" Box, 1.5" Cal. Min.	251
5	Quercus virginiana / Live Oak	24" Box, 1.5" Cal. Min.	192
6	Ulmus parvifolia / Evergreen Elm	24" Box, 1.5" Cal. Min.	192
7	Vitex agnus-castus 'nortrose purpure' / Mock / Pepper Tree	24" Box, Multitrunk	53

SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	QTY
1	Caesalpinia pulcherrima / Red Bird of Paradise	5 Gal.	58
2	Callitropis citrinus / Little John / Little John Bottlebrush	5 Gal.	389
3	Cordia alliodora / Texas Olive	5 Gal.	54
4	Crotona variegata / Hipp Bush	5 Gal.	218
5	Leucophyllum frutescens 'Green Cloud' / Green Cloud Sage	5 Gal.	274
6	Leucophyllum longimanis / Rio Bravo Sage	5 Gal.	288
7	Yucca filamentosa / Yucca	5 Gal.	25
8	Yucca filamentosa 'Yellow' / Yellow Yucca	5 Gal.	226
9	Yucca filamentosa 'Regal Mist' / Regal Mist Yucca	5 Gal.	51

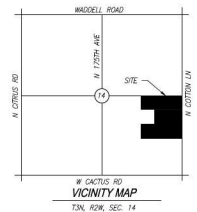
ACCENTS	BOTANICAL NAME / COMMON NAME	SIZE	QTY
1	Agave americana / Twin Flowered Agave	5 Gal.	19
2	Boutanous gracilis 'Blonde Ambition' / Blonde Ambition Grass	5 Gal.	77
3	Dracaena fragilis / Dragon Tree	5 Gal.	57
4	Euphorbia rigida / Gopher Plant	5 Gal.	34
5	Hesperaloe parviflora / Desert Spine	5 Gal.	187
6	Hesperaloe parviflora 'Brake Lights' / Brake Lights Red	5 Gal.	312
7	Yucca filamentosa 'Yellow' / Yellow Yucca	5 Gal.	47
8	Muhlenbergia capillaris 'Regal Mist' / Regal Mist Yucca	5 Gal.	190

GROUNDCOVERS	BOTANICAL NAME / COMMON NAME	SIZE	QTY
1	Lantana camara 'Dallas Red' / Dallas Red Lantana	1 Gal.	50
2	Lantana camara 'New Gold' / New Gold Lantana	1 Gal.	1,566
3	Lantana montevidensis / Purple Trailing Lantana	1 Gal.	212
4	Teucrium chamaedryfolium / Germanier	1 Gal.	138

MATERIALS	DESCRIPTION	QTY
1	Decomposed Granite (All Planting Areas)	38,385 SY
2	1/2" Screened, Express Armor, 2" Depth Min.	
3	Turf Hybrid Bermuda	5,035 SY
4	Bermuda Tifway 419 'Sod'	

- NOTES**
- ALL TREES INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL HAVE THEIR MAIN LEADERS INTACT.
 - ALL TREES PLACED WITHIN THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT, OR WALL WILL HAVE A ROOT BARRIER PER CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARD (EDS) DETAIL 8-14.
 - TREES WITHIN SIGHT VISIBILITY TRIANGLES OR WITHIN SIGHT DISTANCE AREAS SHALL BE MAINTAINED CLEAR UP TO 84 INCHES.
 - NO SHRUBS, ACCENTS, OR GROUNDCOVER WITHIN SIGHT DISTANCE TRIANGLES AND SIGHT DISTANCE AREAS SHALL EXCEED 30 INCHES IN HEIGHT.
 - SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAILS 4-01, SIGHT VISIBILITY WITHIN THE UNOBTAINED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02.

ADDITIONS	1. TOT LOT:	2. RAMADA (EACH WITH):
1	SHADE COVERED PLAY STRUCTURE	PICNIC TABLE
2	SHRUB SET	BBQ GRILL
3	THREE BENCHES	TRASH RECEPTACLE
4	ONE SPRING FOUNTAIN	
5	RECREATIONAL TURF AREA	BASKETBALL COURT
6	840 TONS	



IRRIGATION LEGEND

EQUIPMENT	SYMBOL	MANUFACTURER / DESCRIPTION	QTY
1	1	Rain Bird ESP12-LMEX 12-Station with (2) ESP12MM12 12-Station Expansion Module, 18-Station, Flow Sensing Outdoor Mount Controller in Stainless Steel Locking Enclosure. Coordinate Final Location with Owner. Provide Electrical per Manufacturer's Specifications.	1
2	2	Rain Bird PPS-D Pressure Regulating Module	1
3	3	Rain Bird F350B 2" Brass Flow Sensor	1
4	4	Rain Bird KC2-150-PBB-COM Drip Control Valve Kit with 1 1/2" Ball Valve and Pressure Regulating Basket Filter	18
5	5	Rain Bird 150-PBB-PRS-D 1-1/2" Electric Remote Control Spray Valve with Pressure Regulating Module	14
6	6	Rain Bird Rotor 5000-MPR-30 (30" radius) Rotor Nozzle on 5006 PPS Series 6" pop-up Rotor Body (Avoid Spray on Posts and Overgraze)	54
7	7	Rain Bird Rotor 5000-MPR-30 (30" radius) Rotor Nozzle on 5006 PPS Series 6" pop-up Rotor Body (Avoid Spray on Posts and Overgraze)	15
8	8	Rain Bird Rotor 5000-MPR-35 (35" radius) Rotor Nozzle on 5006 PPS Series 6" pop-up Rotor Body (Avoid Spray on Posts and Overgraze)	13
9	9	Flush End Cap	166
10	10	Rain Bird XBT-20-6 (1 per tree, 6 ports open)	680
11	11	Rain Bird XBT-10-6 / XBT-05-6 (1 per shrub, 5 ports open max)	835

PIPE SCHEDULE	SYMBOL	DESCRIPTION	QTY
1	1	Schedule 40 PVC 2" Lateral Sleeve, Spears or Equal	7,275 LF
2	2	"x" Indicates Quantity	
3	3	Schedule 40 PVC 4" Mainline Sleeve, Spears or Equal	1,065 LF
4	4	"x" Indicates Quantity	

PIPE SCHEDULE	SYMBOL	SIZE / DESCRIPTION	QTY
1	1	Purple Pipe for Nonpotable 2" SCH 40 PVC Mainline	5,220 LF
2	2	Purple Pipe for Nonpotable 1" SCH 40 PVC Tree Lateral	21,985 LF
3	3	Purple Pipe for Nonpotable 1" SCH 40 PVC Shrub Lateral	24,830 LF
4	4	Purple Pipe for Nonpotable 1" SCH 40 PVC Sprinkler Lateral	3,335 LF

WATER USE CALCULATIONS	TURF AREA	DG / XERISCAPE AREA	TURF PEAK SEASON DEMAND	DG LANDSCAPE PEAK SEASON DEMAND	TOTAL PEAK SEASON DEMAND
1	5,035	37,325	300	5,120	266
2					32,638
3					526
4					37,959
5					3,880,679

ANNUAL TOTAL DEMAND (PEAK - OFF PEAK IN GALLONS)	PEAK DEMAND	OFF PEAK DEMAND
1	3,880,679	3,880,679

Kimley-Horn

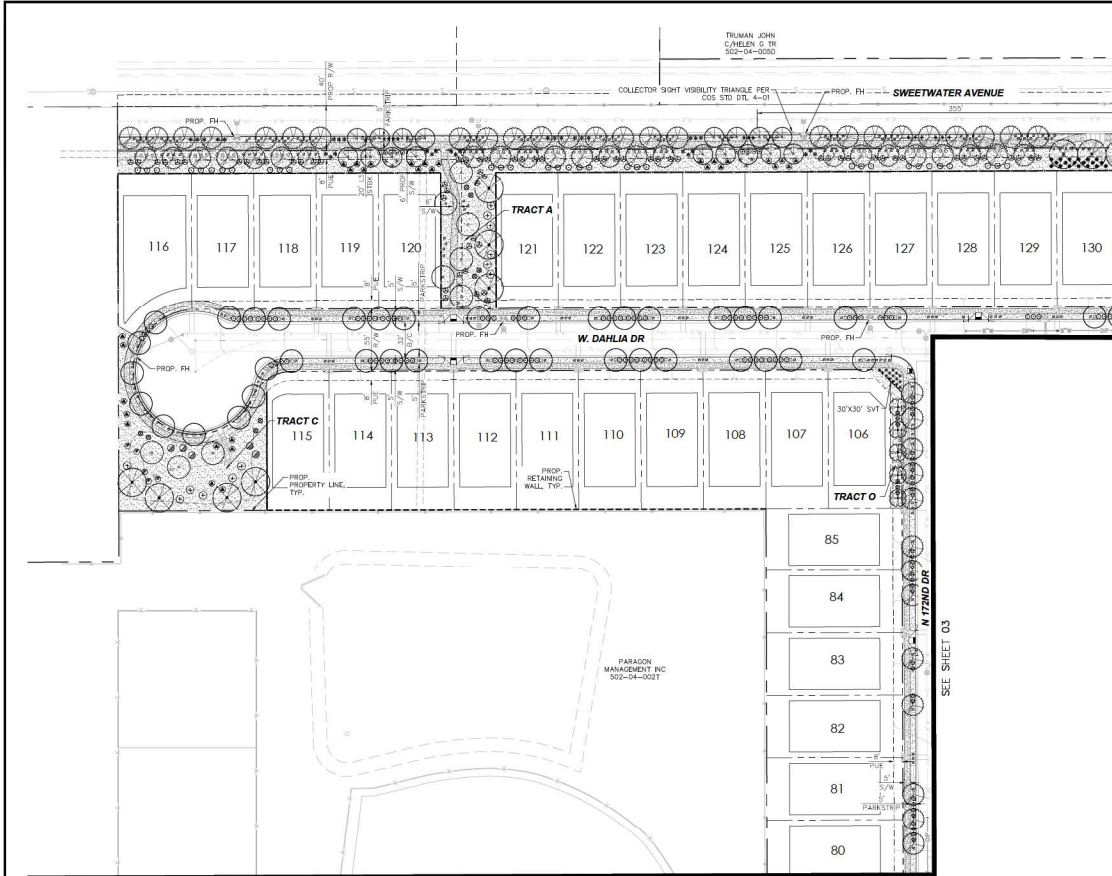
RYDER RANCH
LANDSCAPE COVER
SURPRISE, ARIZONA

DATE: 9/27/2018

PROJECT NO. 27701553

DRAWING NAME: LSCV

1 OF 17



PLANTING LEGEND

TREES	BOTANICAL NAME / COMMON NAME
(Symbol)	Acacia drepanolobium / Mallee
(Symbol)	Chilopsis linearis / Desert Willow
(Symbol)	Parkinsonia 'Sonoran Emerald' / Sonoran Emerald Palo Verde
(Symbol)	Prosopis 'Crown Jewel' / Crown Jewel Mesquite
(Symbol)	Quercus virginiana / Live Oak
(Symbol)	Ulmus parvifolia / Evergreen Elm
(Symbol)	Vitex agnus-castus 'Montrose Purple' / Monk's Pepper Tree

SHRUBS	BOTANICAL NAME / COMMON NAME
(Symbol)	Ceanothus pulcherrimus / Red Bird of Paradise
(Symbol)	Callistemon citrinus 'Little John' / Little John Bottlebrush
(Symbol)	Cordia alliodora / Texas Olive
(Symbol)	Buddleia 'Vase' / Vase Bush
(Symbol)	Leucophyllum frutescens 'Green Cloud' / Green Cloud Sage
(Symbol)	Leucophyllum laurifolium / Rio Bravo Sage
(Symbol)	Rosmarinus officinalis / Upright Rosemary
(Symbol)	Tecoma stans 'Gold Star' / Yellow Bells
(Symbol)	Tecoma x Sunrise / Sunrise Esperanza

ACCENTS	BOTANICAL NAME / COMMON NAME
(Symbol)	Agave gnomiflora / Twin Flowered Agave
(Symbol)	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Grass
(Symbol)	Dasylirion wheeleri / Desert Spoon
(Symbol)	Euphorbia rigida / Gopher Plant
(Symbol)	Hesperaloe parviflora / Giant Hesperaloe
(Symbol)	Hesperaloe parviflora 'Brakeblades' / Brakeblades Red Yucca
(Symbol)	Hesperaloe parviflora 'Yellow' / Yellow Yucca
(Symbol)	Muhlenbergia capillaris 'Regal Mist' / Regal Mist Muhly

GROUNDCOVERS	BOTANICAL NAME / COMMON NAME
(Symbol)	Lantana camara 'Dallas Red' / Dallas Red Lantana
(Symbol)	Lantana camara 'New Gold' / New Gold Lantana
(Symbol)	Lantana montealemani / Purple Trailing Lantana
(Symbol)	Triclorum chamaedryfolium / Germander

MATERIALS	DESCRIPTION
(Symbol)	UR36X36X18IN Decomposed Granite (All Planting Areas)
(Symbol)	1/2" Screened, Express Armor, 2" Depth Min.
(Symbol)	Turf Hybrid Bermuda
(Symbol)	Bermuda TFWay 419 'Gold'

- NOTES
- ALL TREES INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL HAVE THEIR MAIN LEADERS INTACT.
 - ALL TREES PLACED WITHIN THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT, OR WALL WILL HAVE A ROOT BARRIER PER CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARD (EDS) DETAIL 8-2A.
 - TREES WITHIN SIGHT VISIBILITY TRIANGLES OR WITHIN SIGHT DISTANCE AREAS SHALL BE MAINTAINED CLEAR UP TO 84 INCHES.
 - NO SHRUBS, ACCENTS, OR GROUNDCOVER WITHIN SIGHT DISTANCE TRIANGLES AND SIGHT DISTANCE AREAS SHALL EXCEED 30 INCHES IN HEIGHT.
 - SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAILS 4-01, SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02.

- AMENITIES
- | | |
|--------------------------------|------------------------|
| 1. TOT LOT: | 2. RAMADA (EACH WITH): |
| • SHADE COVERED PLAY STRUCTURE | • PICNIC TABLE |
| • WIRING 30-1 | • BBQ GRILL |
| • TWO BENCHES | • TRASH RECEPTACLE |
| • ONE DRINKING FOUNTAIN | |
| 3. RECREATIONAL TURF AREA | 4. BASKETBALL COURT |
| 5. BRG TUSSES | |



RYDER RANCH
LANDSCAPE PLAN
SURPRISE, ARIZONA

Kimley-Horn & Associates, Inc.
700 North 14th Avenue, Suite 300
Phoenix, Arizona 85004-3000
DATE: 9/25/2018

PROJECT NO. 29701503
DRAWING NAME: LSI
02 OF 17

SEE SHEET 02

SEE SHEET 05

PLANTING LEGEND

TREES	BOTANICAL NAME / COMMON NAME
	Acacia senaria / Mulga
	Chilopsis linearis / Desert Willow
	Parkinsonia 'Sonoran Emerald' / Sonoran Emerald Palo Verde
	Prosopis 'Crown Jewel' / Crown Jewel Mesquite
	Quercus virginiana / Live Oak
	Ulmus parvifolia / Evergreen Elm
	Vitex agnus-castus 'Montrose Purple' / Monk's Pepper Tree

SHRUBS	BOTANICAL NAME / COMMON NAME
	Casipoua pulcherrima / Red Bird of Paradise
	Callistemon citrinus 'Little John' / Little John Bottlebrush
	Cordia alliodora / Texas Olive
	Dodonaea viscosa / Weep Bush
	Leucophyllum frutescens 'Green Cloud' / Green Cloud Sage
	Leucophyllum laurifolia / Rio Bravo Sage
	Rosmarinus officinalis / Upright Rosemary
	Tecoma stans 'Gold Star' / Yellow Bells
	Tecoma x Sunrise / Sunrise Esperanza

ACCENTS	BOTANICAL NAME / COMMON NAME
	Agave commiflora / Twin Flowered Agave
	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Grass
	Dasylium wheeleri / Desert Spoon
	Euphorbia rigida / Gopher Plant
	Hesperaloe funifera / Giant Hesperaloe
	Hesperaloe parviflora 'Brakebush' / Brakebush Red Yucca
	Hesperaloe parviflora 'Yellow' / Yellow Yucca
	Muhlenbergia capillaris 'Regal Mist' / Regal Mist Muhly

GROUNDCOVERS	BOTANICAL NAME / COMMON NAME
	Lantana camara 'Dallas Red' / Dallas Red Lantana
	Lantana camara 'New Gold' / New Gold Lantana
	Lantana montealemana / Purple Trailing Lantana
	Taraxacum officinale / Dandelion

MATERIALS	DESCRIPTION
	Decomposed Granite (All Planting Areas)
	1/2" Screened, Express Armor, 2" Depth Min.
	Turf Hybrid Bermuda
	Bermuda Tifway 419 'Soil'

- NOTES**
- ALL TREES INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL HAVE THEIR MAIN LEADERS INTACT.
 - ALL TREES PLACED WITHIN THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT, OR WALL WILL HAVE A ROOT BARRIER PER CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARD (EDS) DETAIL 8-2A.
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- AMENITIES**
- TOT LOT:
 - SHADE COVERED PLAY STRUCTURE
 - WATER SLO
 - TWO BENCHES
 - ONE DRINKING FOUNTAIN
 - RECREATIONAL TURF AREA
 - BMG TUBS
 - RAMADA (EACH WITH):
 - PICNIC TABLE
 - BBQ GRILL
 - TRASH RECEPTACLE
 - BASKETBALL COURT

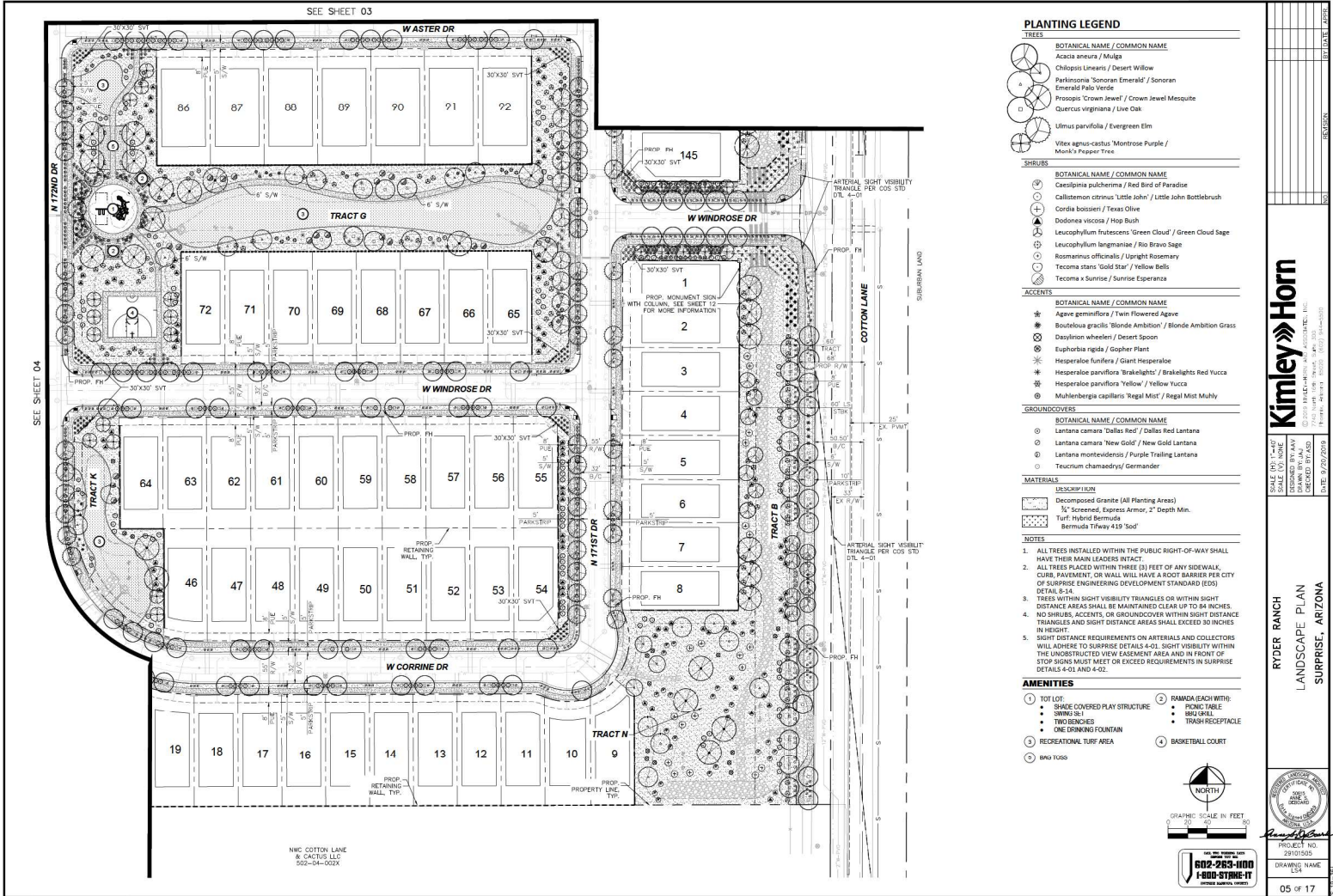


Kimley-Horn
KIMLEY-HORN & ASSOCIATES, INC.
1700 North 19th Avenue, Suite 200
Phoenix, Arizona 85016-2000
DATE: 9/25/2019

RYDER RANCH
LANDSCAPE PLAN
SURPRISE, ARIZONA



PROJECT NO.
29701503
DRAWING NAME
LSS
04 OF 17

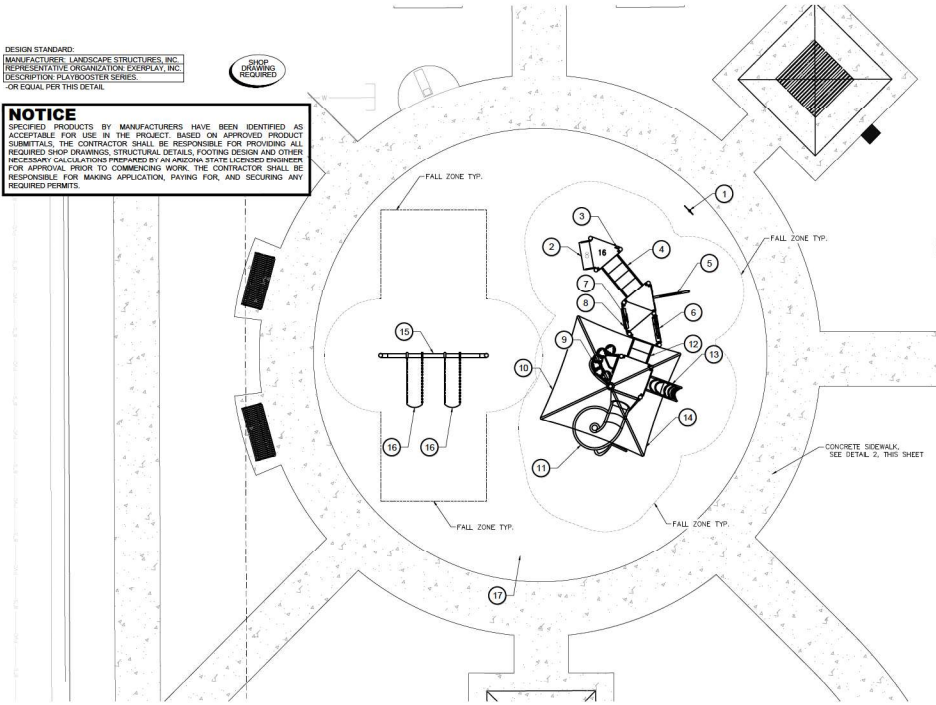


DESIGN STANDARD:
MANUFACTURER: LANDSCAPE STRUCTURES, INC.
REPRESENTATIVE ORGANIZATION: EXTERPLAY, INC.
DESCRIPTION: PLAYGROUNDER SERIES
OR EQUAL PER THIS DETAIL.

SHOP
DRAWING
REQUIRED

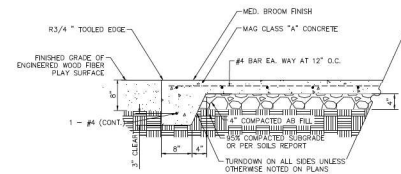
NOTICE

SPECIFIED PRODUCTS BY MANUFACTURERS HAVE BEEN IDENTIFIED AS ACCEPTABLE FOR USE IN THE PROJECT. BASED ON APPROVED PRODUCT SUBMITTALS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED SHOP DRAWINGS, STRUCTURAL DETAILS, FOOTING DESIGN AND OTHER NECESSARY CALCULATIONS PREPARED BY AN ANCELRAL STATE LICENSED ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING APPLICATION, PAYING FOR, AND SECURING ANY REQUIRED PERMITS.



EQUIPMENT SCHEDULE

NUMBER	DESCRIPTION	NUMBER	DESCRIPTION
1	182503 - WELCOME SIGN (LSI PROVIDED) 5-12 YEARS, DIRECT BURY	11	222708 - WHOOOSH WINDER
2	185052 - TRANSFER STEP	12	152907 - DECK LINK W BARRIERS & STEEL END PANELS TWO STEPS
3	120901 - GRAB BAR	13	228630 - ARCADE CLIMBER DB ONLY
4	152907 - DECK LINK W BARRIERS & STEEL END PANELS FOUR STEPS	14	678" RISE KICKPLATE (K.P.1) QTY. (2)
5	176080 - LOGO CLIMBER	15	177332 - SINGLE POST SWING DB ONLY
6	216509 - GORLEX CLIMBER	16	174016 - BELT SEAT W PROGUARD CHAINS 6" BEAM HEIGHT
7	120314 - WIRE BARRIER W WHEEL	17	ENGINEERED WOOD FIBER PLAY SURFACE (MEETING ASTM F1302 FOR SAFETY; ASTM F205 FOR PURITY, AND ASTM F1951 FOR WHEELCHAIR ACCESS)
8	115254 - STORE FRONT PANEL (BELOW DECK)		
9	226320 - DOT-TO-DOT CLIMBER		
10	154884 - COOLTOPPER SINGLE POST PYRAMID ROOF DB ONLY		



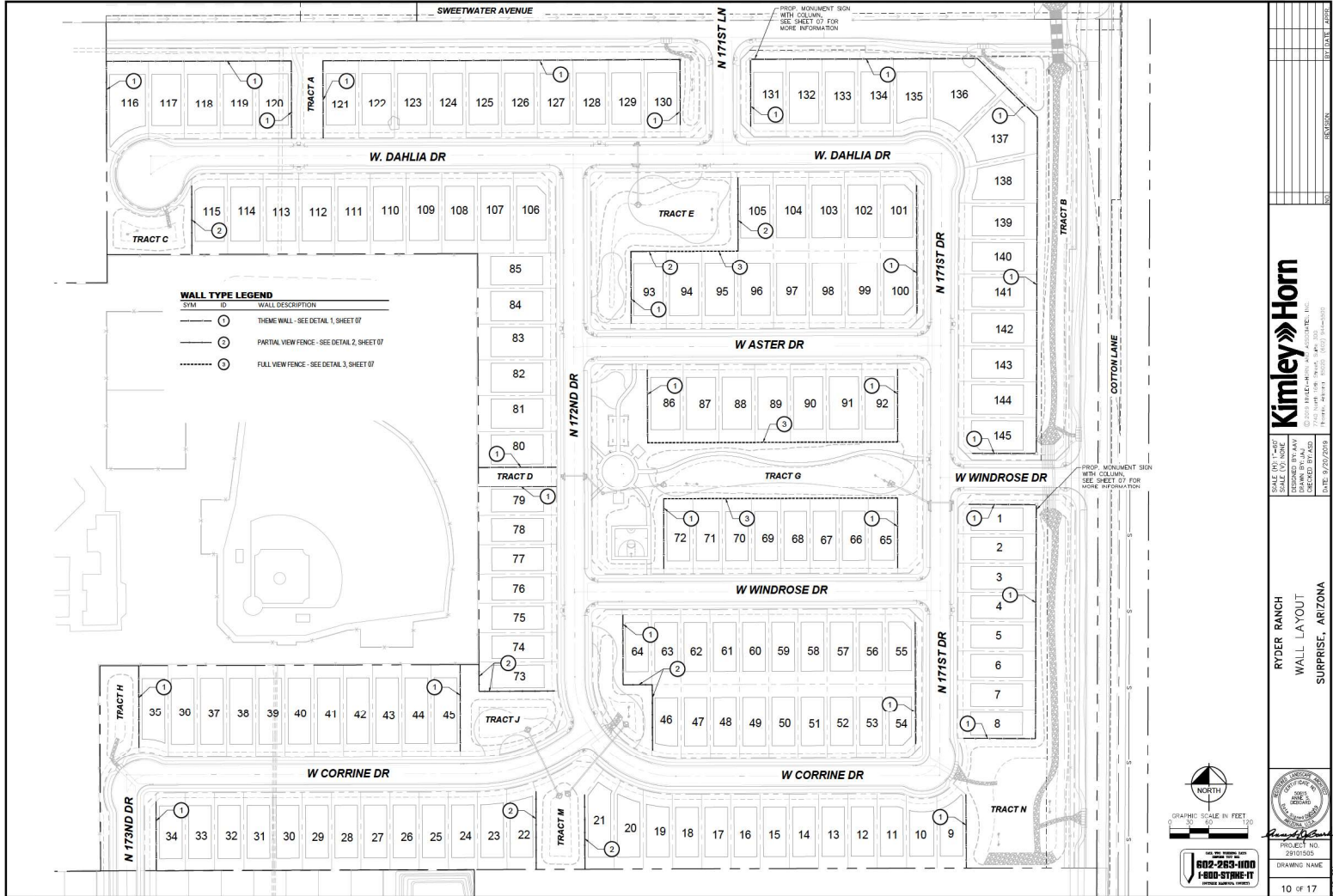
1 PLAY AREA EQUIPMENT AND LAYOUT

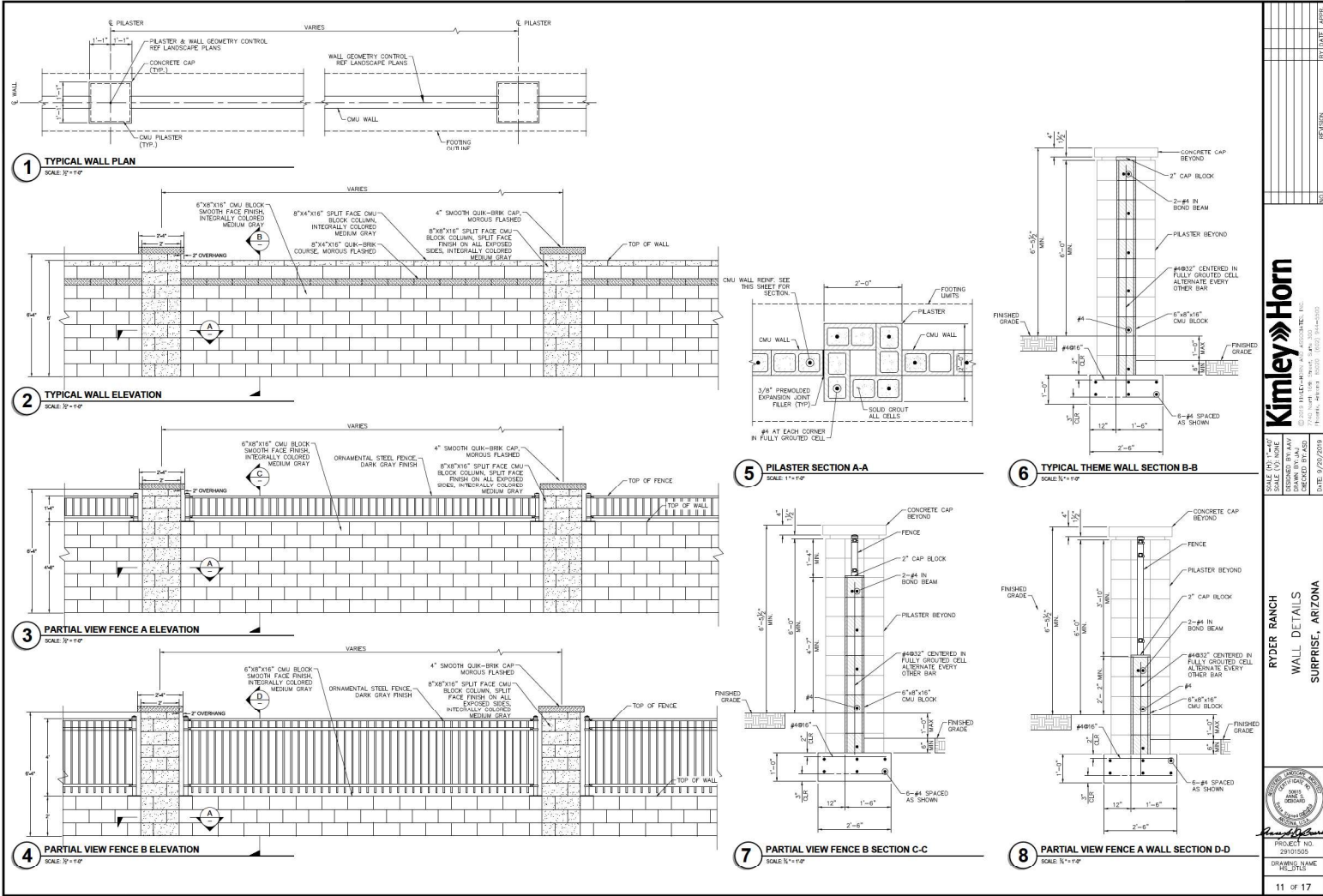
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2 CONCRETE TURNDOWN

SCALE: 1/4"=1'-0"

SCALE (NOT TO SCALE) DESIGNED BY: JAC DRAWN BY: JAC CHECKED BY: JAC DATE: 9/25/2018	PROJECT NO.: 21701050 DRAWING NAME: HCS_0113 06 OF 17





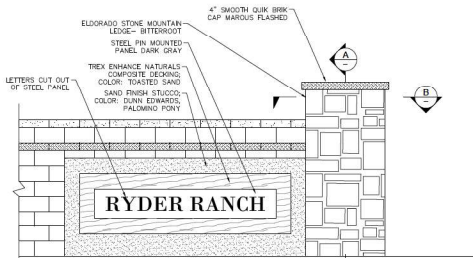
Kimley-Horn

700 North 14th Street, Suite 200
Phoenix, Arizona 85004
Tel: 602.441.1111
Fax: 602.441.1112
www.kimley-horn.com

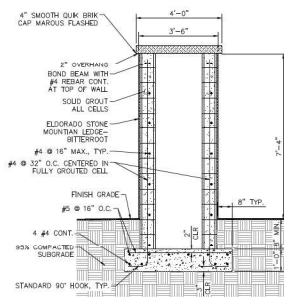
RYDER RANCH
WALL DETAILS
SURPRISE, ARIZONA

PROJECT NO.: 2010050
DRAWING NAME: WALL DETAILS
DATE: 9/25/2010

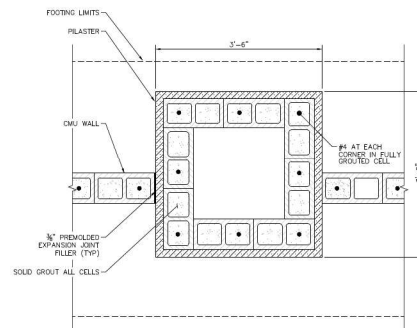
11 OF 17



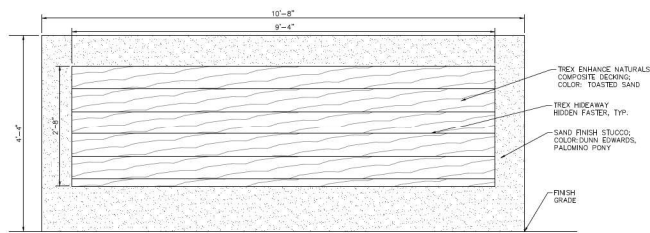
9 MONUMENT SIGN ELEVATION
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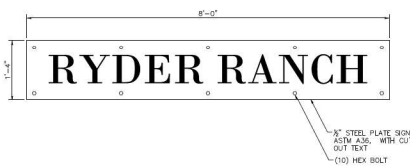
A MONUMENT COLUMN SECTION A
SCALE: 3/8"=1'-0"



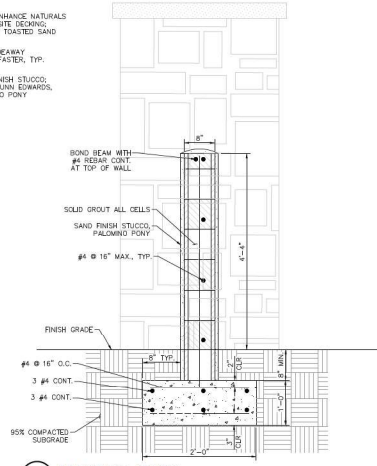
B MONUMENT COLUMN CROSS-SECTION B
SCALE: 1/2"=1'-0"



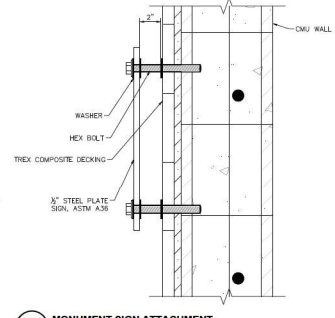
10 STUCCO WALL ELEVATION
SCALE: 1/4"=1'-0"



11 MILD STEEL SIGN
SCALE: 1/4"=1'-0"



12 STUCCO WALL SECTION
SCALE: 1/4"=1'-0"



13 MONUMENT SIGN ATTACHMENT
SCALE: 1/4"=1'-0"

Kimley»Horn

RYDER RANCH
MONUMENT SIGN DETAILS
SURPRISE, ARIZONA

PROJECT NO.
29701550
DRAWING NAME
H01713

12 OF 17



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

11 June 2019

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon St.
Luke AFB AZ 85309-1629

Ms. Allysa Robinson
City of Surprise Planning Department
16000 North Civic Center Plaza
Surprise AZ 85374

Re: FS19-364; Ryder Ranch (APN: 502-04-002E, 502-04-023E, & 502-04-022A)

Dear Ms. Robinson

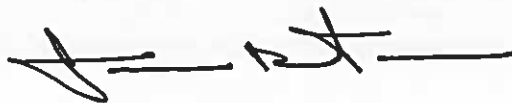
Thank you for the opportunity to provide comments for the Final Plat Application for Ryder Ranch. The site sits on 38.5 acres of vacant land located at southeast corner of Cotton Lane and Sweetwater Avenue. The request is to develop the site into approximately 145 single-family residential lots for an overall gross density of 3.76 du/ac. The site is 2.40 miles outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined 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.

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 3.76 du/ac meets these guidelines.

As stated in the narrative, at the location above, this final plat request will not have a negative impact on the Luke AFB flight operations. The site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. If approved, 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 would be essential to inform potential residents/tenants about Luke AFB operations.

If you have any questions, please contact my Community Planner, Mr. Reggie Christianson at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read 'JRM', followed by a horizontal line.

JAMES R. MITCHELL

cc:

Colonel Michael S. Richardson, Vice Commander, 56th Fighter Wing

Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

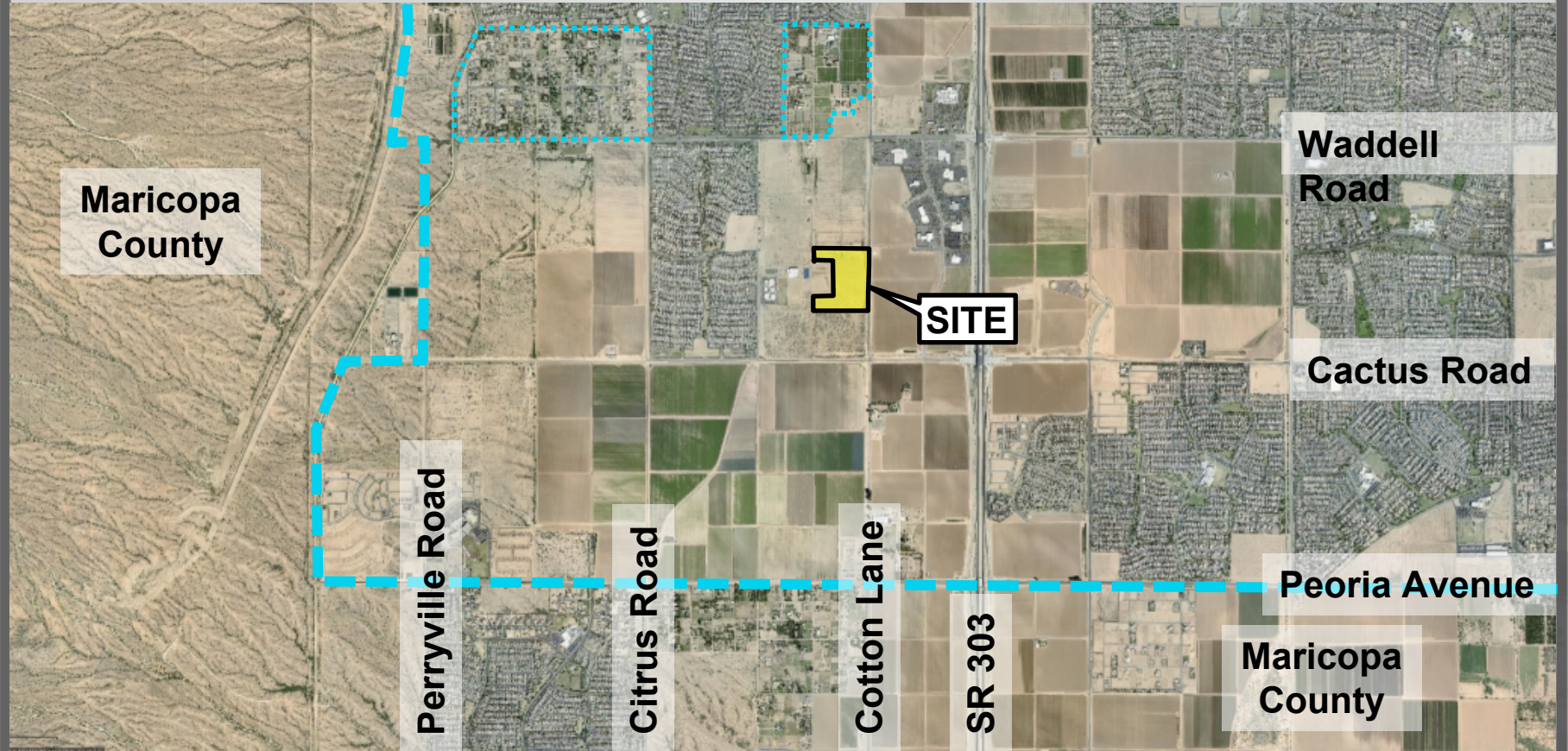


Ryder Ranch
FS19-364
Final Plat

City Council – October 20, 2020

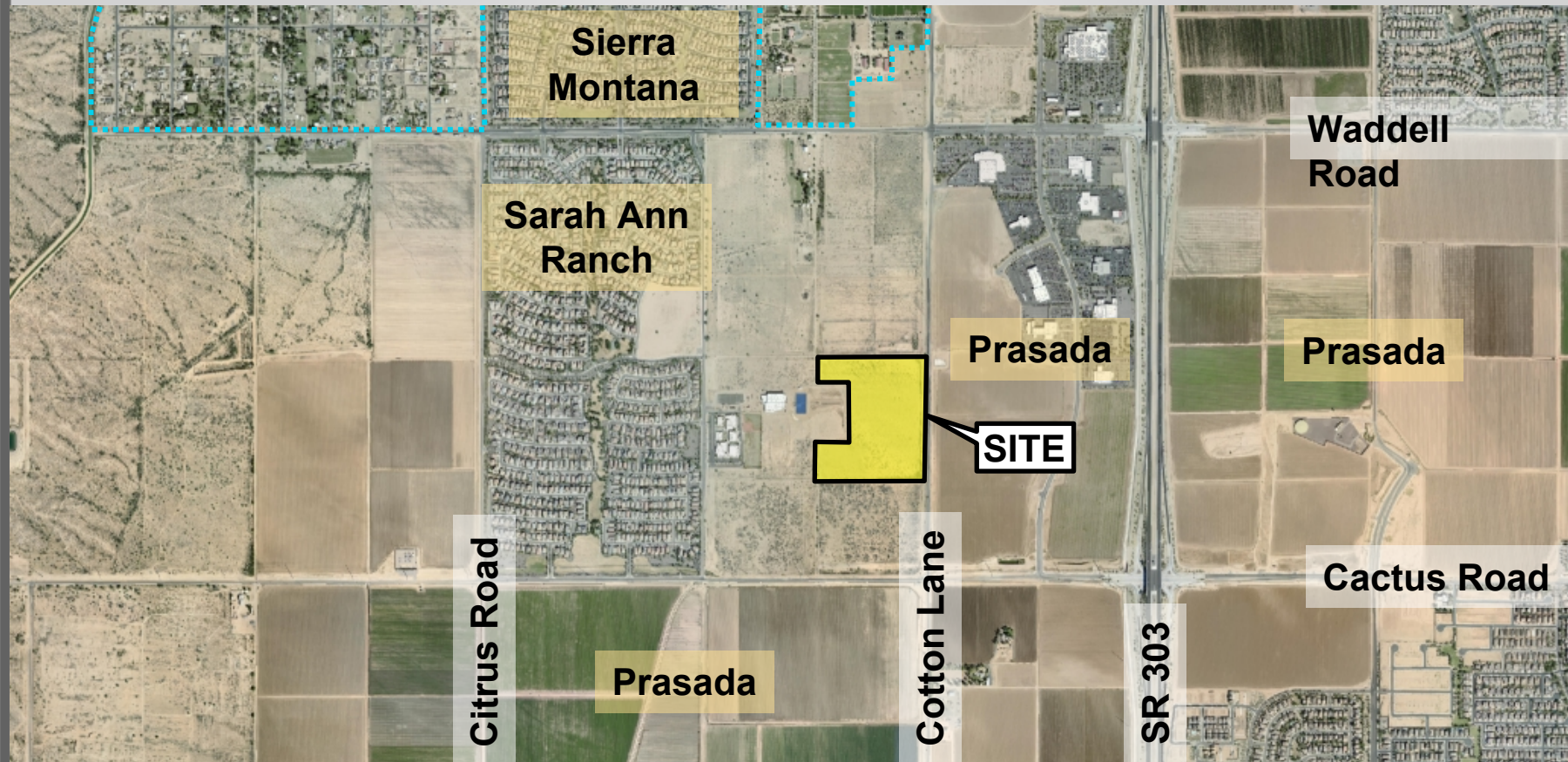
VICINITY MAP

FS19-364



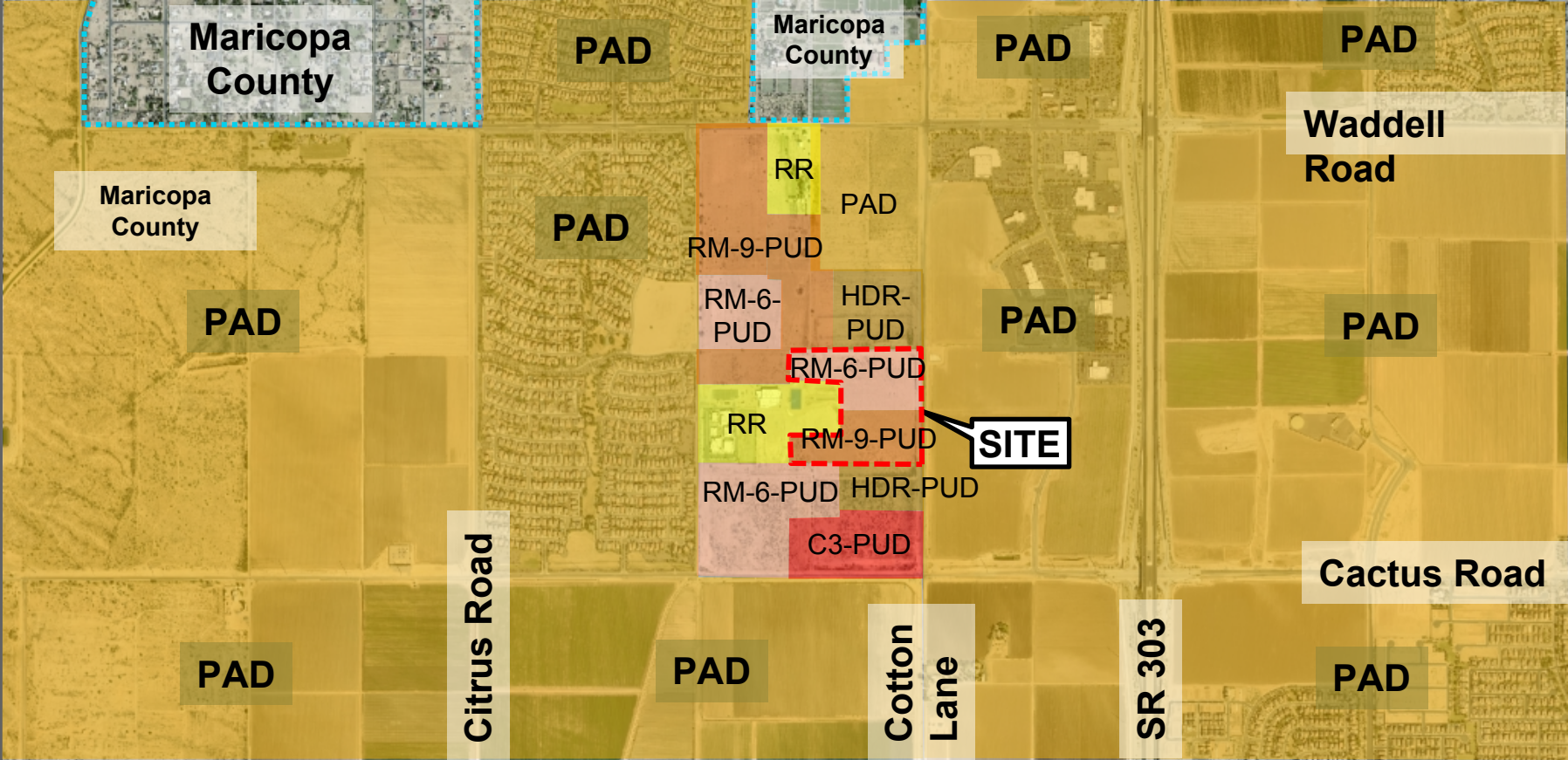
CASE MAP

FS19-364



ZONING MAP

FS19-364



175th Avenue

Paradise
Education

38.56 Acres

Cotton Lane

175th Avenue

Paradise
Education

Cotton Lane

66
55' x 100' Lots

79
40' x 100' Lots

Lotting Product

175th Avenue

Paradise
Education

Cotton Lane

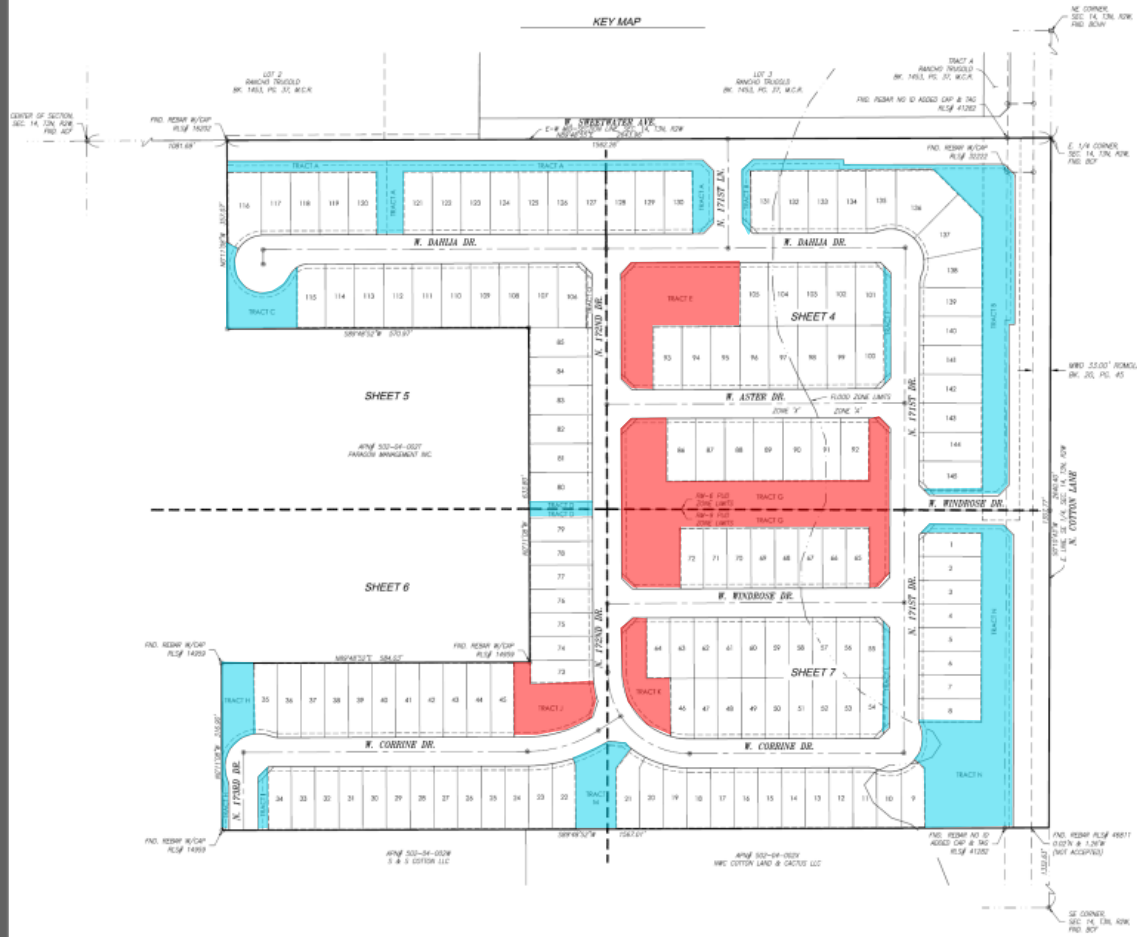
Access

175th Avenue

Paradise
Education

Cotton Lane

Access



Open Space Requirement

- 20 %

Active Open Space

- 3.14 acres
- 43.31 %

Passive Open Space

- 4.11 acres
- 56.69 %

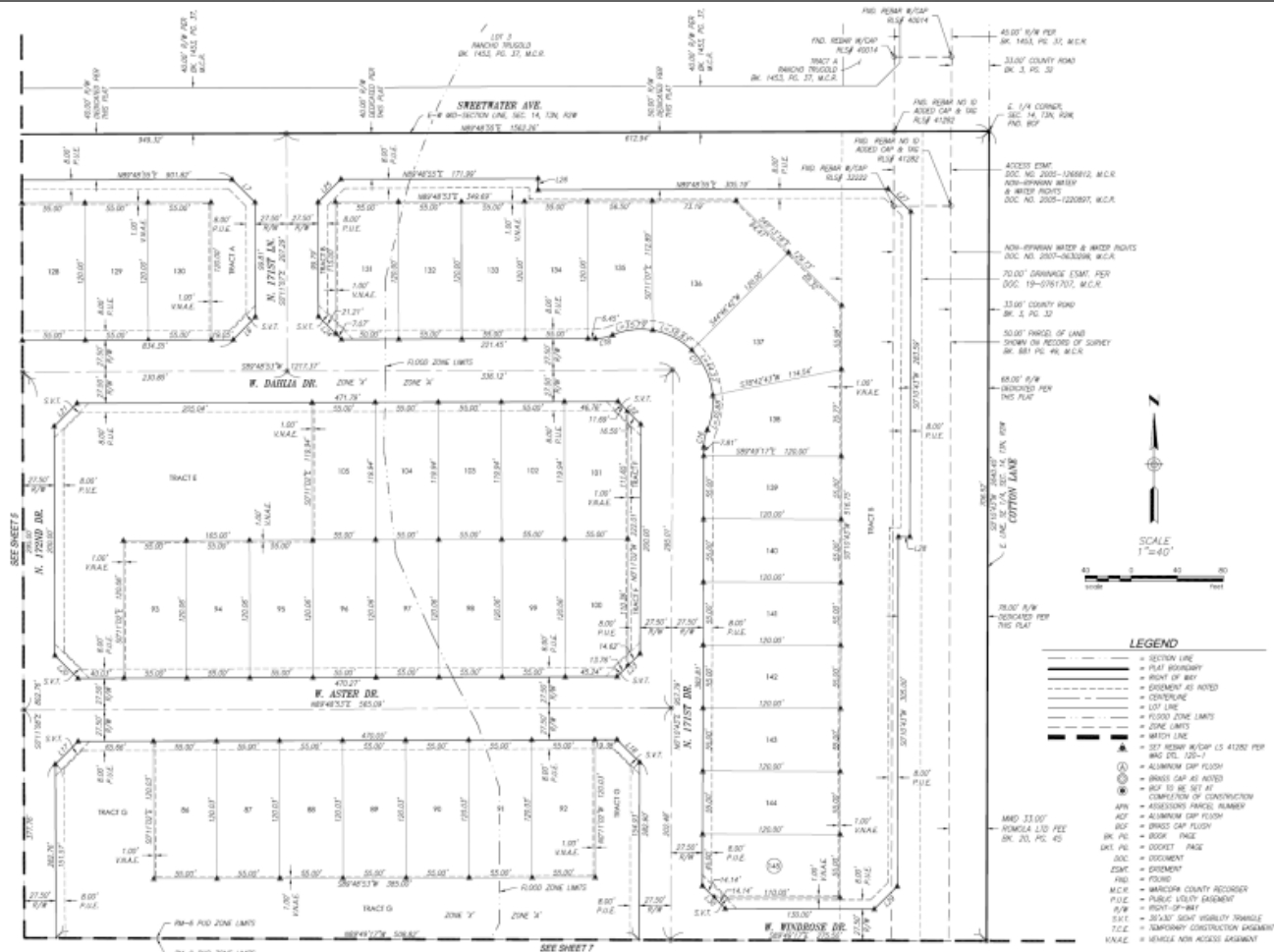
Total Open Space

- 7.25 acres
- 21 %

OPEN SPACE

FINAL PLAT

Page 191 of 570







FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 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, “Final Plat Escalante – Parcel 6”, generally located north of Asante Boulevard and west of 155th Avenue; Case FS19-724.

Motion:

I move to approve the Final Plat entitled, “Escalante – Parcel 6”

Background:

EPS Group, Inc., on behalf of Fulton Homes, seeks approval of a Final Plat for a 94-lot single-family residential subdivision in Parcel 6 of the Escalante Development.

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 - FS19-724 - Staff Report
2. 01 - FS19-724 - Vicinity Map
3. 02 - FS19-724 - Final Plat

Case: FS19-724

Project Name: Fulton Homes Escalante Parcel 6

Council District: 1

City Council Date: October 20, 2020

Planner: Sergio Angulo, Planner II

Owner: Fulton Homes Corporation

Applicant: Brian Nicholls of EPS Group, Inc.

Request: Final Plat for a 94-lot, single-family subdivision in Parcel 6 of the Escalante Development.

Site Location: North of Asante Boulevard and west of 155th Avenue.

Site Size: 29.58 acres (approx.)

Density: 3.18 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 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:

40 EPS Group, Inc., on behalf of Fulton Homes Corporation, requests approval of the Final Plat for
41 Escalante – Parcel 6. The subject property is approximately 29.58 acres and it is located north of
42 Asante Boulevard and west of 155th Avenue. The subject property is zoned PAD and has a land use
43 designation of Single Family Detached.

44

45 The applicant proposes 94 single-family lots for a total density of 3.18 dwelling units per acre. The
46 typical lot proposed is 68' x 130'. This plat includes a total of 9.1 acres of open space that includes a
47 1.6-acre open space tract (Tract D), which includes a half basketball court, playground equipment, a
48 ramada, BBQ area, turf area for recreation, and a pedestrian trail with connectivity to the future
49 adjacent developments. This trail connection also leads to a community park, which is proposed to
50 have an aquatic center along with other recreation amenities. The proposed Final Plat is in
51 compliance with the latest amendment to the Altamira PAD (case FS18-488) and the Preliminary Plat
52 approved under case FS16-301.

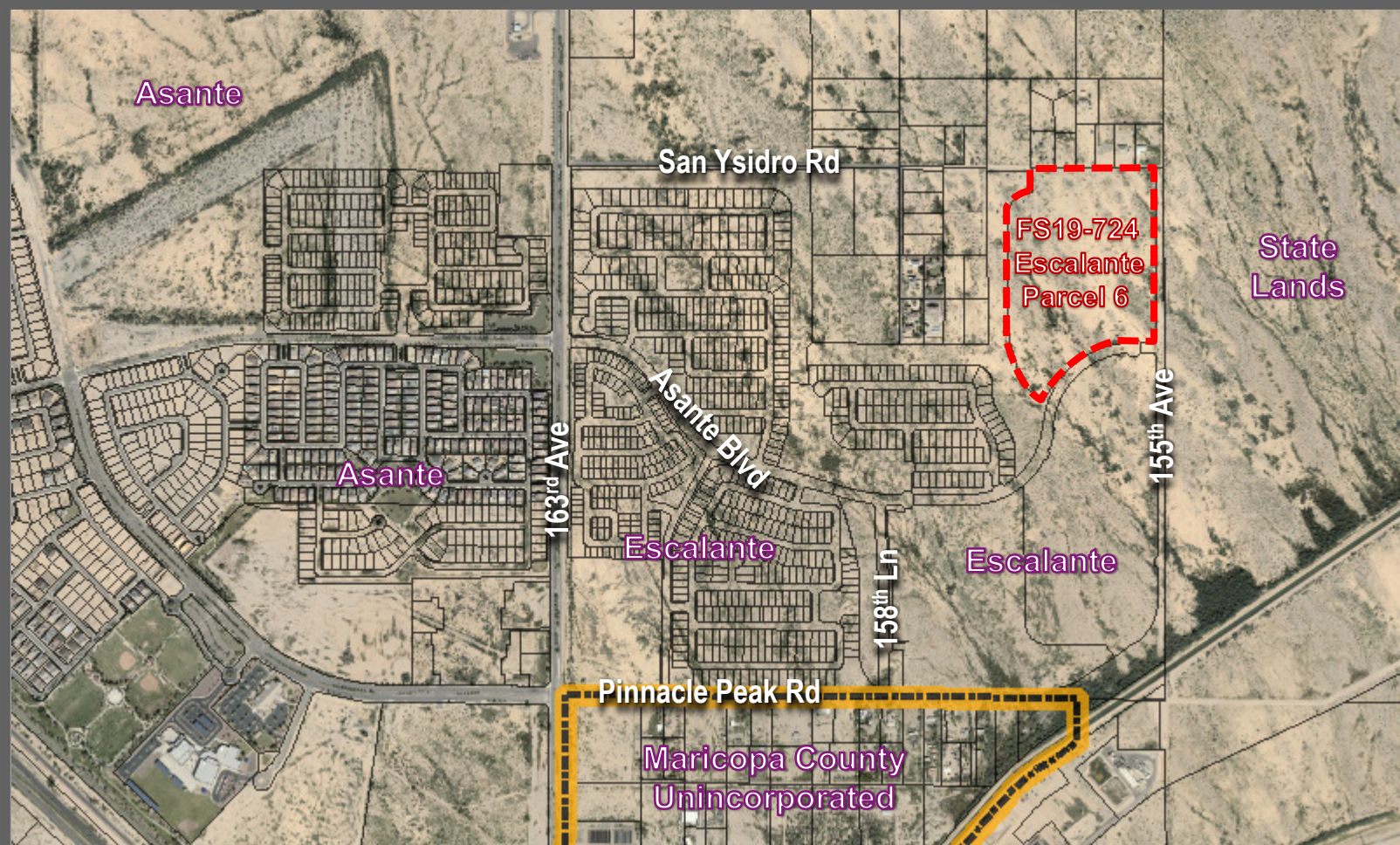
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54 **Attachments:**

55

56 01 Vicinity Map

57 02 Final Plat



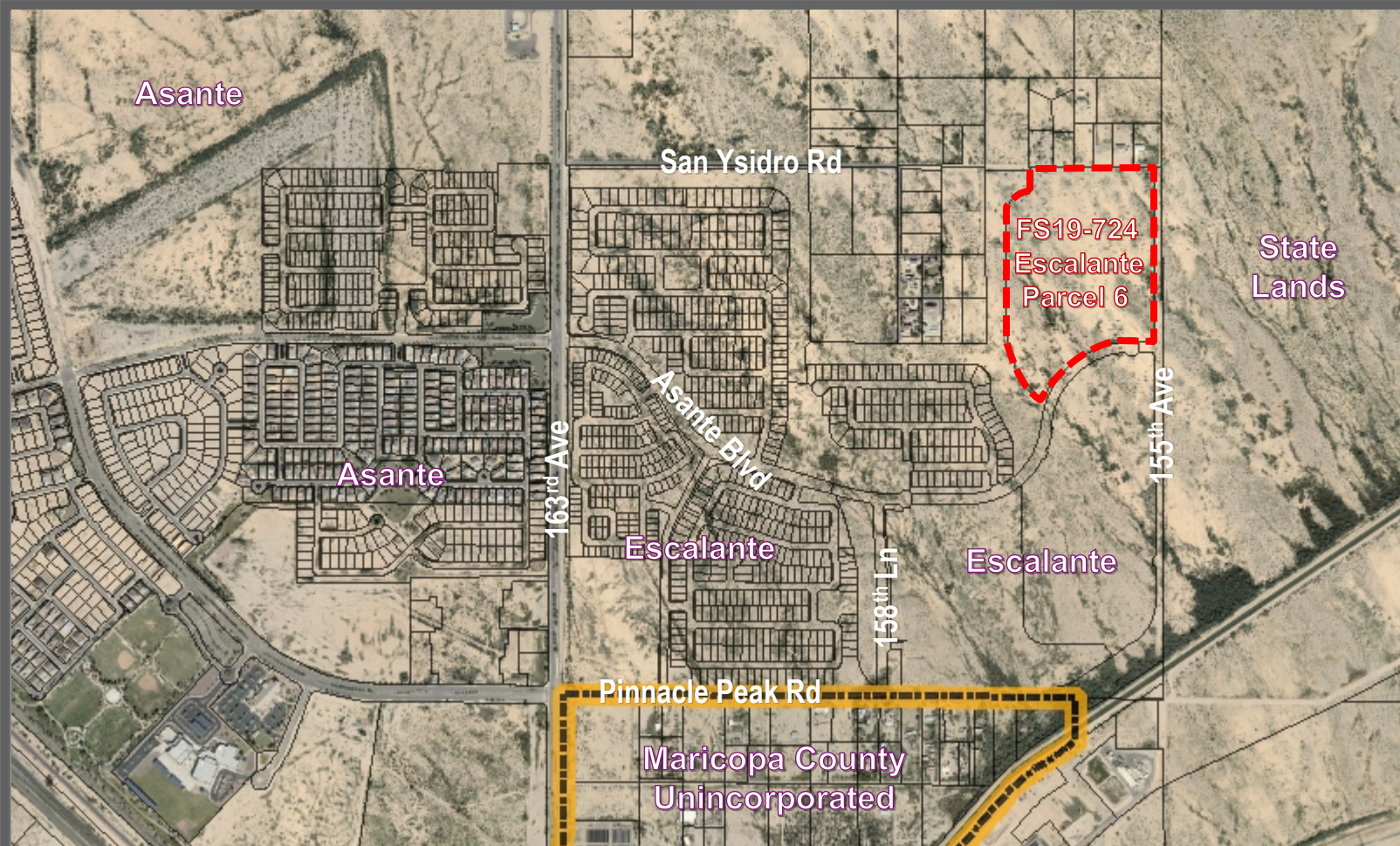
VICINITY MAP



FS19-724

**Fulton Homes Escalante Parcel 6
Final Plat**

City Council
October 20, 2020



VICINITY MAP


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----- SECTION LINE
----- (ARL) BOUNDARY
----- PARCEL LOT LINE
----- EASEMENT LINE
----- EXISTING LOT LINE
----- EXISTING STREET CENTERLINE
----- EXISTING SIDEWALK LINE
----- EXISTING CURB
* ROAD BRIDGE IN ROAD-HOLE
* ROAD BRIDGE/UNDERPASS ON FUTURE HOV 3+ ROAD
* AROUND MONUMENT, SET BACKS CAP PER
  MIN. STANDARD SETBACK
  30' SIDEWALK ON CWP: R/L 15'405
  30' SIDEWALK ON CWP: R/L 15'405

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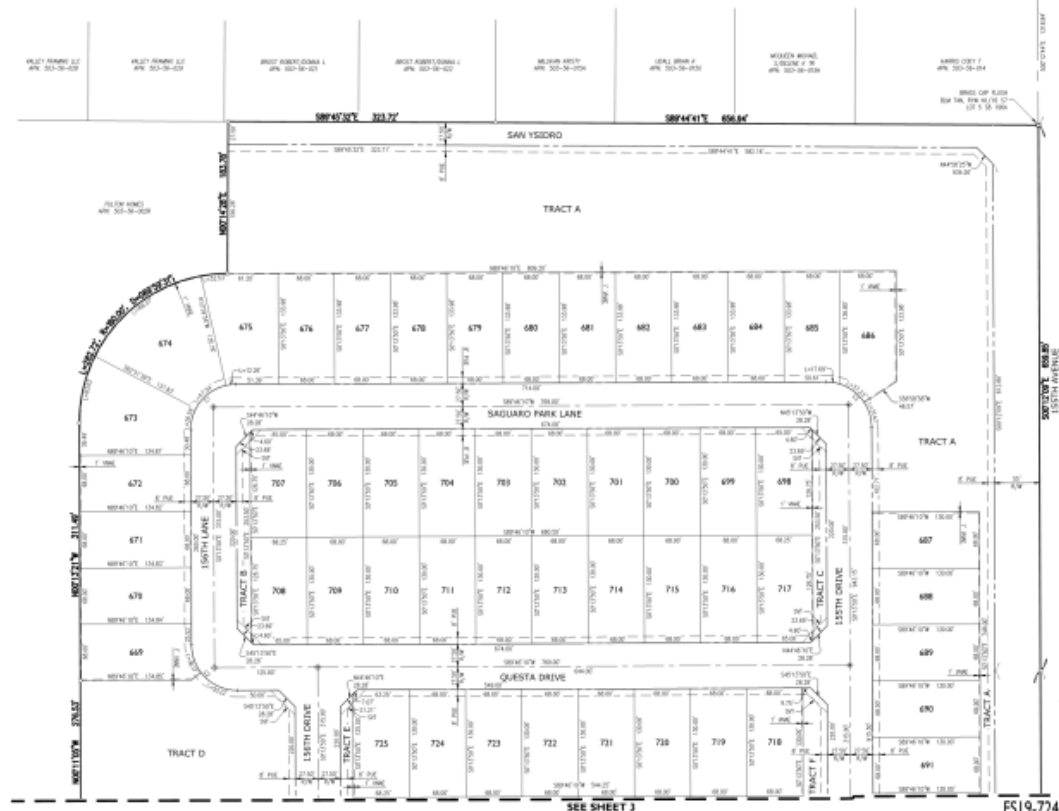
E/W	East of We
FUE	PUBLIC UTILITY EXEMPT
APN	ASSessor's PARCEL NUMBER
MCN	IMPERSON COUNTY RECORDER
DOC	DOCUMENT
WAC	WARRANT NON-ARREST WARRANT
DC	DEPT. OF SOCIAL SERVICES

CURVE	LENGTH	WIDTH	SLLA	WINGSPAN	CHORD	CHORD RATIO
C1	41.34	55.05	49.11°43'	25.37	48.08	33.21 F 17.8
C2	56.32	55.05	52°14'58"	27.04	48.49	38.64 F 19.5
C3	33.23	55.05	39.17°08"	19.36	36.52	30.27 F 16.3



OFF	LOF	AREA
001	10.74	0.267
009	11.27	0.288
008	11.37	0.284
001	11.09	0.281
002	10.97	0.289
003	10.93	0.290
005	10.80	0.285
006	10.87	0.289
007	10.75	0.289
009	10.64	0.277
010	10.62	0.276
011	10.68	0.275
012	10.68	0.275
013	10.78	0.282
014	10.78	0.282
015	10.98	0.293
016	10.97	0.293
017	11.03	0.296
018	11.03	0.296
019	11.13	0.298
020	11.13	0.298
021	11.23	0.307
022	11.23	0.307
023	11.33	0.307
024	11.33	0.307
025	11.57	0.329
026	11.57	0.329
027	11.67	0.333
028	11.67	0.333
029	11.77	0.333
030	11.77	0.333
031	11.87	0.333
032	11.87	0.333
033	11.97	0.333
034	11.97	0.333
035	12.07	0.333
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037	12.17	0.333
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042	12.37	0.333
043	12.47	0.333
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045	12.57	0.333
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096	15.07	0.333
097	15.17	0.333
098	15.17	0.333
099	15.27	0.333
100	15.27	0.333

LOT AREA TABLE			
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FS19-724

EPS GROUP
1150 N. Lima School Rd., Suite 120
Mesa, AZ 85204
P: 480-583-1250 F: 480-875-1799
www.epsgroup.com

FULTON HOMES ESCALANTE - PARCEL 6

Prognosis

[illegible]

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11

11

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20

Carroll Sp
Hornway

1

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18

22

1

FINAL PLAT





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to acceptance of a Warranty Deed from Brookfield Holdings (Mercado) LLC for public right of way for roadway and utility purposes.

Motion:

I move to accept the Warranty Deed from Brookfield Holdings (Mercado) LLC.

Background:

The Right of Way being dedicated is along 147th Avenue to address access to the Rancho Mercado Development.

Objective Analysis:

The Development needs the additional access into the development to address access concerns and fire safety.

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. Warranty Deed - Brookfield Holdings (Mercado) Received 9-28-20

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, BROOKFIELD HOLDINGS (MERCADO) LLC, a Delaware limited liability company ("Grantor"),

Does 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."

The Grantor hereby warrants 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 Warranty Deed to be executed this 25 day of September 2020.

GRANTOR:

BROOKFIELD HOLDINGS (MERCADO) LLC,
a Delaware limited liability company

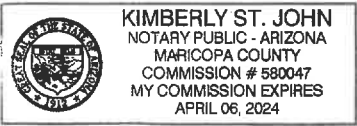
By: [Signature]
Its: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 25 day of September, 2020 by Troy D. Wahlberg the Vice President of BROOKFIELD HOLDINGS (MERCADO) LLC, a Delaware limited liability company for and on behalf thereof.

[Signature]
Notary Public

My commission expires:
4/16/24



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



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"
RANCHO MERCADO
147TH AVENUE "NORTH"
RIGHT OF WAY

A PORTION OF THE WEST HALF 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 3.5" ALUMINUM CAP STAMPED LS 33307, 2011, ACCEPTED AS THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2" ALUMINUM CAP STAMPED RLS 35832, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S00°06'42"E A DISTANCE OF 2645.56 FEET

THENCE, ALONG THE WEST LINE OF SAID SECTION 9, S00°06'42"E A DISTANCE OF 1440.02 FEET TO THE **POINT OF BEGINNING**;

THENCE, LEAVING THE WEST LINE OF SAID SECTION 9, S89°50'18"E A DISTANCE OF 51.50 FEET;

THENCE, S00°22'10"E A DISTANCE OF 48.28 FEET;

THENCE, S45°01'30"W A DISTANCE OF 16.53 FEET;

THENCE, S00°06'42"E A DISTANCE OF 546.73 FEET TO A POINT ON THE NORTH LINE OF THE BEARDSLEY CANAL RIGHT-OF-WAY;

THENCE, ALONG THE NORTH LINE OF SAID BEARDSLEY CANAL RIGHT-OF-WAY, S73°30'56"W A DISTANCE OF 41.69 FEET TO THE WEST LINE OF SAID SECTION 9;

THENCE, ALONG THE WEST LINE OF SAID SECTION 9, N00°06'42"W A DISTANCE OF 618.67 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 25,137 SQUARE FEET OR 0.577 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
JANUARY 20TH, 2020



Page 1 of 2

Exhibit B

EXHIBIT "A"
RANCHO MERCADO
147TH AVE NORTH RIGHT OF WAY
MARICOPA COUNTY, ARIZONA

NW COR SEC. 9, T.4N., R.1W.,
FND 3 1/2" ALUMINUM CAP
STAMPED LS 33307 2011
"POINT OF COMMENCEMENT"

GEORGE J. &
ARLENE G. KAMARATA TRUST
APN 503-69-003B

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°50'18"E	51.50'
L2	S00°22'10"E	48.28'
L3	S45°01'30"W	16.53'
L4	S73°30'56"W	41.69'

Scale: 1"=150'

147TH AVENUE
S00°06'42"E 2645.56'

S00°06'42"E 546.73'

BROOKFIELD HOLDINGS
(MERCADO) LLC
APN 503-69-010E

MWD 139' BEARDSLEY CANAL ROW
AND LIMITED FEE TITLE
PER FEDERAL GRANT 086584
BK 14, PG 35 & FEDERAL GRANT 06629
BK 24, PG 3 & BK 584, PG 19



W 1/4 COR
SEC. 9, T.4N., R.1W.,
FND 2" ALUMINUM CAP
STAMPED RLS 35832 2003

SHEET 2 OF 2



JOB NO. 09001944 DATE: 01-20-2020
EXHIBIT "A"
RANCHO MERCADO
147TH AVE "NORTH" RIGHT OF WAY
MARICOPA COUNTY, ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 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
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Agenda Wording:

Consideration and action pertaining to acceptance of the Austin Ranch Turnover and Shortfall Agreement, and Release and Covenant Not To Sue; Resolution # 2020-137

Motion:

I move to approve Resolution # 2020-137.

Background:

The City of Surprise and Austin Ranch entered into a development agreement in 2005 that outlined the terms and conditions of the dedication, turnover and shortfall obligations associated with the SPA 3 Water Reclamation Facility. The obligations associated with the dedication of the facility have been met and it is now time for the City to take over the ownership and operation of this facility. This Turnover and Shortfall Agreement memorializes the requirements of Austin Ranch and the City as it relates to the turnover and shortfall requirements.

The SPA 3 Water Reclamation Facility is located at 187th Avenue and Deer Valley Road. This facility will serve approx. 8,500 homes and businesses in the northwest region of Surprise. This facility has the capability to process 1.8 million gallons of wastewater per day.

Objective Analysis:

This agreement will allow the city to control the operation and maintenance of the SPA 3 Water Reclamation Facility. The operational costs associated with the dedication and turnover will be implemented in to the FY21 budget.

Policy Compliant:

This item is policy compliant and is consistent with the Austin Ranch Development Agreement, dated October 19, 2005, and recorded as Instrument No. 2005-1667137.

Financial Impact:

Total estimated ongoing operational and maintenance cost to operate for the first year is \$647,300. The

city will continue to collect applicable Wastewater fees. Per the agreement, there is a shortfall provision that requires the Owner, Austin Ranch, to cover the difference between the cost to operate the facility and the revenue received from the homes within the SPA 3 region. Since the city has been collecting sewer user fees in SPA 3 since 2017, there will be a shortfall credit that the Owner will be entitled to use against the monthly shortfall obligation.

Budget Impact:

The funding source in the current fiscal year and future fiscal years will be the Wastewater Operations fund. A budget of \$178,900 was adopted in FY2021 for operational cost related to electricity, water and other O&M cost. A budget amendment of \$312,800 will be necessary to establish the amount necessary to operate for the remainder of this fiscal year.

FTE Impact:

The Water Resource Management Department has budgeted a Wastewater Operations Supervisor for fiscal year 2021 for the oversight of this facility. Hiring for this position will occur in early calendar year 2021.

ATTACHMENTS:

1. Shortfall-Turnover Agmt October 1 2020
 2. 20.10.13 Release Covenant Not to Sue-Final
 3. 20.10.13 Resolution SPA 3 WRF Shortfall Dedication Final
 4. 4_Signed_partial_release
-

**TURNOVER AND SHORTFALL AGREEMENT
PURSUANT TO ¶ 4.4 OF THE
AUSTIN RANCH DEVELOPMENT AGREEMENT
M.C.R. # 2005-1667137**

SPA 3 Water Reclamation Facilities

City of Surprise, Arizona

THIS TURNOVER AND SHORTFALL AGREEMENT (“Agreement”) is made as of the 23rd day of October, 2020 (“Effective Date”), by and between the City of Surprise, an Arizona municipal corporation (“City”), and Austin Ranch LLC, an Arizona limited liability company, and Courtland Capital, L.L.C., an Arizona limited liability company (Austin Ranch LLC and Courtland Capital, L.L.C., or their successors and assigns, are herein collectively referred to as “Owner”). City and Owner are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

City and Owner are parties to that certain Austin Ranch Development Agreement, dated October 19, 2005, and recorded as Instrument No. 2005-1667137, Official Records of Maricopa County, Arizona (“Development Agreement”).

Pursuant to the Development Agreement, Owner constructed and installed on the Site the SPA 3 Developer Wastewater Facility, capable of treating inflow to a maximum capacity of 1.8 million gallons per day average daily flow (“gpd”).

Pursuant to the Development Agreement, upon acceptance of construction by Maricopa County of the SPA 3 Developer Wastewater Facility, the Interceptor, and the Influent Lift Station, Owner will dedicate the “Site” (as defined in the Development Agreement, and as more particularly described on Exhibit C-1 attached hereto) to City and City will accept the Site and operate the Site and the Facility.

On or about May 1, 2017, Maricopa County issued its Certificate of Approval to Commence Operations with Stipulations to allow vault and haul operations for the Facility (MCESD Project #: 2017014; System ID #: AZ-04-37-408) and on or about April 19, 2018, Maricopa County issued its Certificate of Approval to Commence Operations with Stipulations to allow treatment of low flows by the Facility (MCESD Project #: 2017014; System ID #: AZ-04-37-408).

On or about July 8, 2009, City issued its (i) Pre-Final Completion Letter for SPA 3 Austin Ranch Water Reclamation Developer Phase - SPA06-253 for certain waterlines, sewer lines, and asphaltic concrete, (ii) Pre-Final Completion Letter for Rio Rancho Offsite-PADA04-201 for certain waterlines, and (iii) Pre-Final Completion Letter for Austin Ranch SPA 3 Lift Station - AUPW07 - 286 for certain sewer lines.

On or about May 29, 2019, City issued its Certificate of Occupancy for Permit No. 2006004037 (20458 North 183rd Avenue), and on or about May 30, 2019, City issued its Certificate of

Occupancy for Permit No. 2007004375 (21063 North 179th Avenue) (collectively, the “Certificate of Occupancy”).

Section 4.4 of the Development Agreement requires Owner and City to enter into a “shortfall” agreement. This Agreement implements Section 4 of the Development Agreement and addresses other issues related to the turnover of the Facility by, among other things, describing Owner and City’s responsibilities for the dedication and acceptance of the Facility, the obligations of City to operate and maintain the Facility, and the obligations of Owner to fund the shortfall costs associated with operating the Facility, and this Agreement also implements Section 7 of the Development Agreement relating to ownership of Effluent.

NOW, THEREFORE, in consideration of the Recitals and mutual covenants and agreements contained herein, the parties, intending to be legally bound, for themselves and their successors and assigns, agree as follows:

AGREEMENT

1. Definitions. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement. Such definitions in the Development Agreement will continue to apply after the termination of the Development Agreement.

2. Dedication of Site and Facility.

2.1 Conveyance of Site and Transfer of SPA 3 Developer Wastewater Facility. On or prior to October 23, 2020, Owner will have, or will have caused Austin Ranch Utilities Company (“Utility Company”) to, dedicate and convey, to City, by a special warranty deed in the form attached hereto as Exhibit A (the “Deed”), the Site, at no charge to City and free and clear of all monetary liens and encumbrances that could affect marketability of the title, and City will accept the Site. Prior to the dedication and conveyance, Owner shall conduct a Phase 1 environmental survey, and shall provide said environmental survey to the City, as well as a current title report showing no outstanding liens or encumbrances that could affect marketability of the title. On or prior to October 23, 2020, Owner will have, or will have caused Utility Company to, dedicate and convey, assign, and transfer to City, by a bill of sale in the form attached hereto as Exhibit B (the “Bill of Sale”), all components of the SPA 3 Developer Wastewater Facility and all appurtenant infrastructures, at no charge to City and free and clear of all monetary liens and encumbrances that could affect marketability of the title, and City will accept the SPA 3 Developer Wastewater Facility and all appurtenant infrastructures.

Prior to Owner’s conveyance to City of the Site and SPA 3 Developer Wastewater Facility (“Facility”), the City will have inspected the Facility, the real property and all associated appurtenances, and developed a checklist or “punch list” of any items in need of repair. The resulting ‘punch list’ will be corrected by Owner or its designees. The City will confirm that all items identified have been corrected prior to the “Transfer of Operations Date” (as hereinafter defined). City shall not unreasonably withhold, delay or condition its acceptance of the Facility, the real property and all associated appurtenances, and shall promptly, after request by Owner, consummate such acceptance to the reasonable satisfaction of Owner and City. In the event that any piece or item of equipment should fail, or be stolen or removed, and needs repair or cannot be

repaired and requires replacement prior to the Shortfall Obligation End Date, said equipment shall be repaired or replaced if needed as a cost of operating and maintaining the Facility.

Owner and City acknowledge and agree that from and after the date of dedication, conveyance, assignment and transfer to City of the Site and all components of the SPA 3 Developer Wastewater Facility and all appurtenant infrastructures as aforesaid, City shall bear all risk of loss to the Site or any components of the SPA 3 Developer Wastewater Facility or appurtenant infrastructures from condemnation, casualty or other cause, and all consequences of any such loss.

2.2 Conveyance of Influent Lift Station Site and Transfer of Influent Lift Station and Interceptor. On or prior to October 23, 2020, Owner will have, or will have caused Utility Company to, dedicate and convey, to City, by a Deed (Exhibit A), the Influent Lift Station site more particularly described on Exhibit C-2 (the “Influent Lift Station Site”), at no charge to City and free and clear of all monetary liens and encumbrances that could affect marketability of the title, and City will accept the Influent Lift Station Site. On or prior to October 23, 2020, Owner will have, or will have caused Utility Company to, dedicate and convey, assign, and transfer to City, by a Bill of Sale (Exhibit B), all components of the Influent Lift Station and Interceptor and all appurtenant infrastructures, at no charge to City and free and clear of all monetary liens and encumbrances that could affect marketability of the title, and City will accept the Influent Lift Station and Interceptor and all appurtenant infrastructures.

Prior to Owner’s conveyance to City of the SPA 3 Influent Lift Station Site and the Influent Lift Station and Interceptor (collectively, the “Lift Station”), the City will have inspected the Lift Station, the real property and all associated appurtenances, and developed a checklist or “punch list” of any items in need of repair. The resulting “punch list” will be corrected by Owner or its designees. The City will confirm that all items identified have been corrected prior to the Transfer of Operations Date. City shall not unreasonably withhold, delay or condition its acceptance of the Lift Station, the real property and all associated appurtenances, and shall promptly, after request by Owner, consummate such acceptance to the reasonable satisfaction of Owner and City. In the event that any piece or item of equipment should fail, or be stolen or removed, and needs repair or cannot be repaired and requires replacement prior to the Shortfall Obligation End Date, said equipment shall be repaired or replaced if needed as a cost of operating and maintaining the Lift Station.

Owner and City acknowledge and agree that from and after the date of dedication, conveyance, assignment and transfer to City of the Influent Lift Station Site and all components of the Influent Lift Station and Interceptor and all appurtenant infrastructures as aforesaid, City shall bear all risk of loss to the Influent Lift Station Site or any components of the Influent Lift Station and Interceptor or appurtenant infrastructures from condemnation, casualty or other cause, and all consequences of any such loss.

3. Transfer of Operations. Upon all the terms and conditions of this Agreement, City will take over and assume full responsibility for the operation and maintenance of the SPA 3 Developer Wastewater Facility, the Interceptor, the Influent Lift Station, and all appurtenant infrastructures, at noon on February 18, 2021 (the “Transfer of Operations Date”); provided, that with the City’s consent, which consent shall not be unreasonably withheld, conditioned, or delayed, Owner may elect by written notice to City to accelerate the Transfer of Operations Date to January 1, 2021. On and after the Transfer of Operations Date, the City shall have full authority

to operate and maintain the Facility without any interference, authority, instruction, input, or operational control by Owner. Although Owner has offered to assign to the City Owner's current O&M Services Agreement dated July 24, 2019, between Owner and PERC WATER CORPORATION ("PERC"), a copy of which is attached hereto as Exhibit D (the "PERC O&M Services Agreement"), City has no intention and will not accept or otherwise exercise the option to assume the PERC O&M Services Agreement. Instead, City agrees to and hereby does relieve Owner, effective at noon on the Transfer of Operations Date, of Owner's obligation to "employ the equipment manufacturer of the Facility to assist the City with the operation and maintenance of the Facility" as set forth in Section 4.4. of the Development Agreement. Not later than the first business day after the Effective Date, Owner shall give PERC the required 120 day notice to terminate the PERC O&M Services Agreement effective as of noon on the Transfer of Operations Date. On or prior to the Transfer of Operations Date, Owner shall have made arrangements to have all utility accounts for the SPA 3 Developer Wastewater Facility, the Interceptor, the Influent Lift Station and all appurtenant infrastructures, cancelled. City shall be responsible for establishing accounts with APS and the water service provider and any other necessary utility providers. Owner shall be responsible for utility charges incurred related to the SPA 3 Developer Wastewater Facility, the Interceptor, the Influent Lift Station, and all appurtenant infrastructures (collectively, the "Infrastructure") prior to the Transfer of Operations Date, and, subject to Owner's "shortfall" obligations until the Shortfall Obligation End Date, City shall be responsible for utility charges incurred related to the Infrastructure on or after the Transfer of Operations Date. Except as set forth herein, from and after the Transfer of Operations Date, Owner shall have no obligation to City on account of or related to the Infrastructure, other than to pay any actual out of pocket expenses based on normal plant operations as expressly set forth in Section 4 below until the "Shortfall Obligation End Date" (defined below). In the time period from the date of conveyance (October 23, 2020) and the Transfer of Operations Date (February 18, 2021) (the "Interim Period"), the City shall have an absolute right to be on the Site and to enter the Facility and the Influent Lift Station as needed for the conduct of City operations, SPA 3 operations, and to address any and all operational, maintenance, and liability concerns. In addition, during the Interim Period, Owner shall request PERC to name the City as an additional insured to PERC's Liability Insurance covering PERC's work and services performed at the Facility and provide the City with all requested endorsements, with coverage limits determined by the City.

4. Shortfall.

4.1 City Account. Prior to the Effective Date, City shall establish a separate internal account (the "City Account") to record and track regular monthly wastewater service fees ("user fees") received from the "Service Area" (as hereinafter defined). Owner shall assist City in identifying those parcels within the Service Area completed prior to the Effective Date. Attached hereto as Exhibit E is a schedule reflecting, to the best of Owner's and the City's knowledge, user fees collected by the City through August 31, 2020: \$309,192.05. City shall account for the user fees for the Facility collected by City between September 1, 2020 and the Transfer of Operations Date (the total amount of user fees collected by the City through August 31, 2020, \$309,192.05, plus user fees collected by the City between September 1, 2020 and the Transfer of Operations Date, are herein referred to as "Initial User Fees"). Owner and City estimate that the total amount of Initial User Fees will be approximately \$385,000. The City Account shall be established and maintained in accordance with generally accepted accounting principles, consistently applied. Consistent with the City's ongoing, usual and customary practice of collecting wastewater user

fees throughout the City, City shall track, bill, and collect in good faith all user fees from users in the Service Area.

4.2 City Responsibility. Following the Transfer of Operations Date, City shall invoice Owner on a monthly basis and Owner agrees upon receipt of an invoice to promptly pay on a monthly basis the expenses incurred by City to operate and maintain the Facility less the monthly user fees collected by the City during the month prior to the date of invoice. City shall provide to Owner with each invoice an accounting of all of the user fees for the Facility collected by City during the period commencing on the Transfer of Operations Date and continuing through the date of the applicable invoice.

4.3 Owner Responsibility. Owner shall be responsible on a monthly basis for the prompt, direct monthly payment to the City of the shortfall (the “Shortfall”), if any, between the monthly user fees received since the immediately preceding date of invoice (or since the Transfer of Operations Date, in the case of the first invoice) and costs for operations, utilities, and maintenance of the Facility incurred by City since the immediately preceding date of invoice (or since the Transfer of Operations Date, in the case of the first invoice). Users billed for sewer service within the Service Area will be added to the utility billing revenue source and the funds applied to the next monthly invoice.

4.4 Shortfall Credit to Owner. Upon the Transfer of Operations Date and City’s commencement of monthly invoices to Owner for the Shortfall obligation, City will provide Owner with a credit against the Shortfall obligation in an amount equal to the total Initial User Fees minus \$50,000 (the “Shortfall Credit”). The City will apply the Shortfall Credit to the Owner’s monthly Shortfall obligation until the Shortfall Credit is exhausted. For avoidance of doubt, City shall be allowed to retain \$50,000 of the Initial User Fees, and Owner shall receive a credit against the Shortfall obligation in an amount equal to the amount of the Initial User Fees minus \$50,000.

4.5 End of the Shortfall Obligation. Upon the date that is six (6) months following the first calendar month in which the Facility receives inflow in an amount equal to or in excess of 180,000 gpd, on an aggregate basis, Owner’s obligations to make Shortfall payments in accordance with the foregoing provisions of this Section 4 shall automatically cease and terminate as of the last day of said monthly period (the “Shortfall Obligation End Date”). Thereafter, City shall be responsible for all costs and expenses of the Facility. Promptly following request by the other, City and Owner shall confirm in writing the occurrence of the Shortfall Obligation End Date.

4.6 Records. During the time of City’s operation following the Transfer of Operations Date but prior to the Shortfall Obligation End Date, City will maintain records relating to the operation, maintenance, and management of the Facility. The records will be made available for inspection by Owner in accordance with applicable Arizona Public Records laws, including the State Library and Archives Retention Schedule, and the City of Surprise public records policies.

5. Capacity Allocation/Development Fees.

5.1 Allocation. The Facility is capable of treating inflow to a maximum capacity of 1.8 million gpd (“Wastewater Capacity”), all of which is allocated and reserved to the various owners that provided for the joint funding of the Facility (including Owner). The various owners that contributed to the joint funding of the Facility (including Owner) shall be referred to individually as a “Joint Participant” or collectively as the “Joint Participants”.

5.2 Capacity Calculation. Subsequent to the recordation of the Development Agreement, City revised its Integrated Water Master Plan to, among other things, reduce the wastewater usage standard from 250 gpd per equivalent dwelling unit (“EDU” or “Capacity Unit”) to 210 gpd per EDU. The City recognizes that Owner and the other Joint Participants shall have Capacity Units based on 210 gpd per EDU from the Effective Date of this Agreement. Detached single-family residential units shall be deemed to consume a single Capacity Unit or EDU. Attached single-family units such as apartments, townhouses or condominium units shall each be deemed to consume a single Capacity Unit. Commercial property sewage utilization shall be calculated pursuant to City’s Integrated Water Master Plan and then converted into EDUs (Equivalent Dwelling Units). City covenants and agrees to “reserve” 8,571 Capacity Units in the Facility for the Joint Participants (subject to increase or decrease in accordance with this Agreement), which Capacity Units in the Facility shall be allocated among the Joint Participants in the same proportion as set forth on Exhibit “O” to that certain Joint Development Agreement made as of November 4, 2005 among the Joint Participants (the “Joint Development Agreement”), a copy of which Exhibit “O” is attached to this Agreement as Exhibit F. If, after the execution of this Agreement, City further reduces its wastewater usage standard to less than 210 gpd per EDU, then City will recalculate and increase the available Capacity Units in the Facility available to the Joint Participants, which increased Capacity Units in the Facility shall be allocated among the Joint Participants in the same proportion as set forth on Exhibit “O” to the Joint Development Agreement (Exhibit F attached hereto). City shall not authorize or permit any other Person or property to connect or tie into, or otherwise use Capacity Units in the Facility paid for by the Joint Participants, or approve any preliminary plat, site plan, or subdivision map that is based on obtaining wastewater services from the Facility in excess of the capacity allocated to the Capacity Units reserved for the Joint Participants. Upon City’s acceptance of the Facility, City will control the wastewater capacity of the Facility and the use of any portion of the Facility subject only to the terms and conditions of this Agreement. City understands that use of the Facility wastewater capacity above and beyond the Joint Participants’ capacity, without expansion of the Facility, may result in an over allocation of Facility capacity.

5.3 Capacity Re-Calculation. Without limiting City’s ability to efficiently treat the wastewater demand from Owner and the City’s obligations described in Section 5.2 of this Agreement, a Capacity Re-Calculation will take place at the completion of 1,800 homes in the Austin Ranch development. The City will evaluate the flows and calculate the average amount of wastewater per EDU being treated by the Facility; provided, that if the average amount of wastewater per EDU being treated by the Facility is less than 140 GPD/EDU, then the average amount of wastewater per EDU being treated by the Facility shall be deemed for all purposes of this Section 5.3 to be 140 GPD/EDU. In the event the re-calculated GPD/EDU amount is less than the wastewater usage standard of 210 GPD/EDU (or such lesser amount of GPD/EDU as may have been established pursuant to Section 5.2 of this Agreement), the City shall provide additional EDUs of capacity to the Joint Participants, which increased Capacity Units in the Facility shall be

allocated among the Joint Participants in the same proportion as set forth on Exhibit “O” to the Joint Development Agreement (Exhibit F attached hereto). By way of example, if the average amount of wastewater per EDU actually being treated by the Facility is 195 GPD/EDU, then there would be an additional 660 EDUs ($1,800,000 / 210 = 8,571$; $1,800,000 / 195 = 9,231$; $9,231 - 8,571 = 660$). By way of another example, if the average amount of wastewater per EDU actually being treated by the Facility is 110 GPD/EDU, then the average amount of wastewater per EDU being treated by the Facility shall be deemed to be 140 GPD/EDU, and there would be an additional 4,286 EDUs ($1,800,000 / 210 = 8,571$; $1,800,000 / 140 = 12,857$; $12,857 - 8,571 = 4,286$). City shall have no obligation, liability or responsibility for determining the allocation of any recalculated EDUs. In the event the re-calculated GPD/EDU amount is more than the wastewater usage standard of 210 GPD/EDU, City may reduce the number of EDUs of capacity available for allocation among the Joint Participants by Owner based on the actual GPD/EDU amount, but in no event to fewer than 7200 EDUs. No other capacity re-calculation before or after the Capacity Re-Calculation described in this Section 5.3 shall affect the outcome of the Capacity Re-Calculation described in this Section 5.3.

5.4 Transfer of Capacity. Owner and each other Joint Participant (each, individually, when transferring its Capacity Units pursuant to this Section 5.4, the “Transferor”), at no additional cost assessed by City to the Transferor, may transfer any portion of its unused and unaccounted for Capacity Units to other real properties designated by the Transferor located in special planning area #3 within City’s general planning area (the “Service Area”). City understands that a Transferor may transfer its Capacity Units for valuable consideration in which City will not share; however, no Transferor shall charge more for its Capacity Units than its costs attributable to such Capacity Units plus interest (prime plus 2%) compounded annually from November 1, 2008. At the time of this Agreement (and giving effect to the increase in EDUs pursuant to Section 5.2), it is the Owner’s opinion that the per EDU cost is approximately \$6,000. City will reasonably cooperate with the Transferor in any such transfer efforts; provided, that City shall not be responsible for any cost(s) associated with the transfer. Said cost(s) associated with the transfer shall be borne solely by the Transferor and/or other parties, who shall pay any and all costs incurred or required to bring said service off-Property (such as additional tie-in lines, interceptors, etc.). As to development on the property to which the service described above is transferred, no development, impact, connection, buy-in, or other similar charge or fee assessed by City shall apply without the written consent of the Transferor.

5.5 Sewer Development Fees. City will not now or in the future, to the fullest extent permitted by law, assess or collect sewer development or impact fees, buy-in or tap-in charges, or any other similar charge, assessment, cost or fee (excepting actual out-of-pocket costs for meters, if any, relating to EDUs) relating to the construction of sewer, effluent or recharge infrastructure or the establishment of sewer services (“Sewer Development Fee”) in and to the Property or within the Service Area for 8,571 Capacity Units reserved to the Joint Participants and any transferee from a Transferor, subject to any increase in available Capacity Units pursuant to Section 5.2 above, and subject to any increase or permitted decrease in available Capacity Units pursuant to Section 5.3 above. If required by law to assess a Sewer Development Fee, then City shall provide a credit against the Sewer Development Fee in an amount equal to the total of Sewer Development Fees due for development of the Property.

6. Moratorium. City understands that use of the Facility wastewater capacity above and beyond that provided to Owner for allocation among the Joint Participants as provided herein,

without expansion of the Facility, may result in an over allocation of Facility capacity. To the extent (and only to the extent) of Facility wastewater capacity allocated to each of the Joint Participants as provided herein, Owner and each Joint Participant will not be subject to any moratorium imposed by City because of a shortage or limitation of wastewater treatment capacity at the Facility.

7. Effluent. City shall not require Owner to build Effluent Lines within the Property being serviced by City or a private water company. City will own all effluent generated from the Property. In accordance with applicable law, in the City's sole discretion, City and Owner may mutually agree to the sale of Effluent to Owner at City's standard rate for Effluent for a five (5) year period following generation of commercially reasonable and saleable increments of Effluent from the Facility. City shall also reasonably cooperate with the Water Company respecting Effluent to the extent required by said Water Company in connection with the provision of other water service to the Property and/or any portion thereof. This Agreement shall not obligate, or otherwise require, the City to provide and/or deliver Effluent to the Water Company.

8. Notice. Whenever this Agreement requires that notice be provided to any other Party, notice will be deemed to have been validly given and received (i) if delivered in person to the individual intended to receive such notice, upon actual receipt, (ii) three (3) business days after having been sent by registered or certified mail, postage prepaid, to the address indicated in this Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient. Notice will be sent to the parties as follows:

To City: City Manager
City of Surprise
16000 North Civic Center Plaza
Surprise, AZ 85374-9002
Facsimile No. (623) 222-1021

With a copy to: City Attorney
16000 North Civic Center Plaza
Surprise, AZ 85374-9002
Facsimile No. (623) 222-1101

To Owner: Hans Koppenhoefer, Designated Manager Representative
Austin Ranch LLC
4160 West Kitty Hawk
Chandler, AZ 85226
Facsimile No. (480) 893-4704

With a copy to: Thayne Lowe
Osborn Maledon, P.A.
2929 North Central Avenue, Suite 2100
Phoenix, AZ 85012
Facsimile No. (602) 640-9050

9. Miscellaneous Provisions.

9.1 Successors and Assigns. This Agreement binds the Parties and their respective successors, assigns, and legal representatives.

9.2 Third Party Beneficiaries. This Agreement does not create any rights or benefits to parties other than City and Owner (for itself and the other Joint Participants).

9.3 Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

9.4 Execution in Counterpart. This Agreement may be executed in counterparts, with all counterpart signature pages being attached to the originals of this Agreement. This Agreement is effective on the latest date signed by either Party.

9.5 Time is of the Essence. Time is of the essence in implementing the terms of this Agreement.

9.6 Integration. This Agreement comprises the complete and integrated agreement of the Parties on the subject matter hereof and supersedes all prior agreements, written or oral, on such subject matter. This Agreement was drafted with the joint participation of the Parties and shall be construed neither against nor in favor of any Party, but rather in accordance with the fair meaning of the express provisions hereof. In the event an ambiguity or question of intent or interpretation arises, the Parties' intent shall be determined strictly in accordance with the express provisions hereof, without resort to parole or other outside evidence of the Parties' intent.

9.7 Implementation of Paragraph 4.4 of the Austin Ranch Development Agreement ("DA"). This Agreement implements paragraph ¶ 4.4 of the DA recorded at M.C.R. # 2005-1667137. The Parties further acknowledge that the DA terminates in October, 2020; provided, however, that the termination of the DA shall not alter or affect any of the rights and obligations of the Parties under this Agreement.

9.8 Default. In the event Owner or City fails to perform, or otherwise unreasonably delays performance required by any term or provision hereof, said failure or delay shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from the nondefaulting Party shall constitute a default under this Agreement, provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with such term or provision hereof, then the defaulting Party shall be allowed such additional time as may be reasonably necessary to perform or comply so long as the defaulting Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach provided pursuant to this Paragraph shall specify the nature of the breach and the manner, if any, in which said breach may be satisfactorily cured. If the default is of such a nature that it creates an emergency situation, the nondefaulting Party shall be entitled to take such steps as are reasonably necessary to immediately obviate the emergency, and to endeavor to avoid immediate material loss to person, property, or economic interests, without waiving any rights to cause such default to otherwise be cured by the defaulting Party. The defaulting Party shall be responsible for any costs incurred by the non-defaulting Party in abating

or otherwise addressing and curing the emergency. Additionally, in the event of a default for failure to promptly pay any monthly invoice or other amount due hereunder, the nondefaulting Party may pursue any remedy available at law or in equity. This Section 9.8 shall survive the termination of this Agreement.

9.9 Termination. With the exception of Sections 4.6, 5 and 6 (pertaining to Records, Capacity Allocation/Development Fees, and Moratorium, which terminate, in the case of Section 4.6, 90 days after the Shortfall Obligation End Date, and, in the case of Sections 5 and 6, at the earlier of Owner's use or maximization of Owner's allotted capacity, or once the Facility begins receiving inflow in an amount equal to its design capacity of 1,800,000 gpd, on an aggregate basis), this Agreement terminates on the Shortfall Obligation End Date.

9.10 Indemnification. To the fullest extent permitted by law, Owner and each of them, jointly and severally, shall indemnify, defend (with counsel acceptable to City), protect, and hold harmless City, and its elected officials, appointed officials, employees and agents for, from, and against any and all liability, loss, damage, expense, and legal fees or costs, arising from or related to any claim or action brought by any person or entity in connection with the Parties' performance of the duties imposed and the rights granted by this Agreement or in connection with that certain Settlement Agreement and Mutual Release dated November 30, 2014 by and between Owner, on the one hand, and West Surprise Landowners Group LLC, Centex Homes, SS Assemblage LLC, Management 317 LLC, and Surprise Foothills Master LLC, on the other. Owner's obligations and liabilities under this Section 9.10 shall survive the termination of this Agreement.

9.11 Choice of Law, Venue and Attorneys' Fees. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by State law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

CITY:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Name: _____
Title: _____

Attest:

City Manager

Approved as to Form:

City Attorney

STATE OF ARIZONA)
) §§
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public,
this _____ day of _____, 2020 by _____, the _____ of
_____, on behalf thereof.

Notary Public

OWNER:

Austin Ranch LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) §§
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public,
this _____ day of _____, 2020 by _____, the _____ of
_____, on behalf thereof.

Notary Public

Courtland Capital, L.L.C.,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) §§
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public,
this _____ day of _____, 2020 by _____, the _____ of
_____, on behalf thereof.

Notary Public

**Exhibit A
Deed**

WHEN RECORDED RETURN TO:

City of Surprise

16000 North Civic Center Plaza

Surprise, AZ 85374-7470

Attn: Robert W. Wingo, Esq.

**EXEMPT FROM AFFIDAVIT OF VALUE PURSUANT TO A.R.S. § 11-1134(A)(3)
SPECIAL WARRANTY DEED WITH PROPERTY RESTRICTIONS**

For the consideration of Ten Dollars and other valuable considerations, the undersigned AUSTIN RANCH UTILITIES COMPANY, an Arizona corporation ("Grantor"), does hereby convey to CITY OF SURPRISE, an Arizona municipal corporation ("Grantee"), that certain real property situated in Maricopa County, Arizona legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), together with all rights and privileges appurtenant thereto:

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record; all matters which a physical inspection or accurate survey of the Property would disclose. Except as expressly set forth herein, no representations or warranties have been made by Grantor or anyone else on its behalf to Grantee as to the title or condition of the Property or the improvements thereon erected, if any, or as to any other matters whatsoever.

And the Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Property Restrictions. The Property shall be used exclusively for waste water treatment facilities and related purposes, and any facilities built on the Property shall incorporate all applicable, noise, odor and aesthetic controls required at the time of construction thereof pursuant to Arizona Revised Statutes, including without limitation, BADCT for Sewage Treatment Facilities and Ariz. Admin Code R18-9-B201(I)(1). Upon Grantor's request, Grantee shall execute such further instruments reasonably requested Grantor, or its successors, to confirm such waiver.

SEE FOLLOWING PAGE FOR SIGNATURE

Dated this ____ day of _____, 20__.

AUSTIN RANCH UTILITIES COMPANY, an Arizona
corporation

By:

Alan Hamberlin, President

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by Alan Hamberlin, the President of AUSTIN RANCH UTILITIES COMPANY, an
Arizona corporation.

Notary Public

My Commission Expires:

Exhibit B
Bill of Sale

THIS BILL OF SALE (this “Bill of Sale”) is made by the undersigned, Austin Ranch Utilities Company, an Arizona corporation (“Owner”), in favor of and to CITY OF SURPRISE, an Arizona municipal corporation (“City”).

WHEREAS, Owner and City entered into that certain Turnover and Shortfall Agreement, SPA 3 Water Reclamation Facility, City of Surprise, Arizona, dated as of _____, 2020 (the “Agreement”), pursuant to which Owner agreed to convey, dedicate, assign, and transfer to City all components of the “SPA 3 Developer Wastewater Facility” (as defined in the Agreement), all components of the “Influent Lift Station” (as defined in the Agreement), and all components of the “Interceptor” (as defined in the Agreement), at no charge to City and free and clear of all monetary liens and encumbrances that could affect marketability of the title.

NOW, THEREFORE, pursuant to the Agreement, and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner by these presents does convey, dedicate, assign, and transfer to City, its successors and assigns, forever, as an entirety, all of Seller’s right, title, and interest in and to all components of the SPA 3 Developer Wastewater Facility, all components of the Influent Lift Station, and all components of the Interceptor, free and clear of all monetary liens and encumbrances that could affect marketability of the title thereto, but otherwise as-is, without other representation or warranty, subject to the terms of the Agreement.

Except as expressly set forth herein or in the Agreement, Owner makes no representations or warranties whatsoever regarding the SPA 3 Developer Wastewater Facility, the Influent Lift Station, or the Interceptor.

In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control.

IN WITNESS WHEREOF, Owner has caused this Bill of Sale to be executed by its duly authorized officer this _____ day of _____, 20__.

SELLER:

Austin Ranch Utilities Company, an Arizona corporation

By:

Name: Alan Hamberlin

Its: President

Exhibit C-1

Site

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AS THE SOUTHWEST CORNER OF SAID SECTION 22, FROM WHENCE THE WEST QUARTER CORNER OF SECTION 22 BEARS NORTH 00 DEGREES 29 MINUTES 50 SECONDS (BASIS OF BEARINGS) A DISTANCE OF 2636.64 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 22, A DISTANCE OF 1322.60 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 AND THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 29 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1154.59 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 1322.38 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22;

THENCE SOUTH 00 DEGREES 28 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1155.87 FEET TO THE SOUTH QUARTER CORNER OF SECTION 22;

THENCE NORTH 89 DEGREES 55 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 22, A DISTANCE OF 1322.61 FEET TO THE POINT OF BEGINNING.

Exhibit C-2

Influent Lift Station Site

That portion of the Northwest quarter of Section 23, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 23;

thence North 00° 18' 33" East (Basis of Bearings) along the West line of the Northwest quarter of Section 23 a distance of 175.25 feet;

thence South 89° 41' 27" East a distance of 35.00 feet to the East line of an existing 35 foot Ingress, Egress and Public Utilities easement according to Document No. 2005-561398, Official Records, and the POINT OF BEGINNING;

thence North 00° 18' 33" East along said East line a distance of 110.68 feet;

thence South 89° 52' 36" East a distance of 83.92 feet;

thence South 00° 02' 51" East a distance of 103.49 feet;

thence South 70° 14' 41" West a distance of 20.61 feet;

thence South 89° 57' 46" West a distance of 65.20 feet to the POINT OF BEGINNING.

Unofficial Document

Containing 9,249 square feet or 0.2123 acres.

14N, R2W, G.&S.R.B.M., MARICOPA COUNTY, ARIZONA

NW COR SEC 23

S89°58'04"E 2619.98'

N1/4 COR SEC 23

DEER VALLEY ROAD

35' INGRESS, EGRESS AND PUBLIC UTILITIES EASEMENT PER DOC #2005-561398

PROPOSED APS ELEC ESMT

2640.10'

2464.79'

AVENUE

179TH

175.25'

000°18'33"E

110.68'

83.92'

103.49'

S00°02'51"E

65.20'

S89°57'46"W

P.O.B.

N89°41'27"W

35.00'

20.61'

S70°14'41"W

LIMITS OF EXISTING LIFT STATION

PROPOSED APS ELEC ESMT

Unofficial Document

1"=60'

REGISTERED LAND CERTIFICATE

2100 THOMAS L. ROPE 1-4-00

ART. 100A

EXPIRES 3/1/01

Land Survey Services

Thomas L. Rope, R.L.

P.O. Box 9597

Phoenix, AZ 85068-9597

(602) 953-2740 Fax 953-2740

EXPIRES 3/31/2010



P.O. Box 9597
Phoenix, AZ 85068-9597
(602) 953-2740 Fax 953-8117

Exhibit D

Owner/PERC O&M Services Agreement

O&M SERVICES AGREEMENT

This O&M SERVICES AGREEMENT (this "Agreement") is made and entered into as of July 24, 2019, to be effective as of January 1, 2019 (the "Effective Date"), by and between PERC WATER CORPORATION, a California corporation ("PERC") and AUSTIN RANCH UTILITIES COMPANY, an Arizona corporation ("OWNER") under the laws of the State of Arizona. PERC and OWNER are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

OWNER and PERC, through its predecessor in interest PACIFIC ENVIRONMENTAL RESOURCES CORP., an Arizona corporation, entered into an agreement dated November 22, 2005 (the "DBO Contract") for the design, construction, equipment procurement and installation, start-up and initial operation of a Water Reclamation Facility generally located at 183rd Avenue ¼ mile south of Deer Valley Road and identified as the SPA #3 Water Reclamation Facility (hereinafter "SPA III WRF" or the "Facility").

PERC completed the initial construction of SPA III WRF on or about September 9, 2009.

On or about November 9, 2010, OWNER and PERC entered into an agreement to decommission SPA III WRF, including, among other things, the removal of decay susceptible mechanical equipment and placing that equipment in long-term storage.

On or about February 3, 2017, OWNER and PERC entered into a contract to re-commission SPA III WRF.

PERC has notified and represented to OWNER that the SPA III WRF began discharging compliant effluent in low flow operations on or about December 20, 2018.

Schedule III, Part I, Paragraph A, of the DBO Contract provides that PERC shall operate and maintain the Facility until six (6) months following the date that the Facility is receiving wastewater in amounts equal to or in excess of 180,000 gallons per day.

OWNER and PERC now desire to enter into this Agreement, as contemplated by Section 14.3.2 of the Addendum to the DBO Contract, to provide for the ongoing operation and maintenance of SPA III WRF beginning on the Effective Date.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, PERC shall furnish to the OWNER the services specified in Exhibit "A" attached hereto (the "Services") with respect to the SPA III WRF. For avoidance of doubt, and without limiting any other rights or obligations, the Parties agree that, subject to Section 3.1, below, all performance warranties contained in Schedule IV of the DBO Contract will remain in full force and effect in accordance with their terms.

2. **Term.** The term of this Agreement shall commence on the Effective Date. This Agreement shall continue in effect for a period of at least six (6) months after the Facility is receiving wastewater in amounts equal to or in excess of 10% of ultimate capacity (1.8 MGD) or 180,000 gallons per day (the "Minimum Term").

3. **Termination.**

3.1. **Without Cause.** Beginning with the date that is nine (9) months after the Effective Date, this Agreement is subject to termination, and either Party may terminate this Agreement following one hundred twenty (120) calendar days written notice to the other Party, with or without cause; provided, however, if this Agreement is terminated by OWNER prior to the expiration of the Minimum Term, all performance and other warranties under the DBO Contract shall be void and the DBO Contract shall terminate and be of no further force and effect.

3.2. **Post Termination.** Following termination of this Agreement, PERC shall return to the OWNER all of the materials and information paid for by OWNER and in the possession of PERC and OWNER shall promptly pay to PERC all undisputed amounts due hereunder. OWNER shall promptly pay all disputed amounts determined to be owing by OWNER following resolution of the dispute in accordance with Section 23 below. Thereafter, this Agreement shall terminate and be of no further force and effect.

4. **Price and Payment Terms.** Subject to the terms and conditions of this Agreement, PERC will render the Services for the compensation (the "Fees") set forth on Exhibit "B" attached hereto (the "Fee Schedule"). The Fees shall be paid as set forth in the Fee Schedule.

5. **Additional Terms of Performance.**

5.1. **General Provisions.** The Services performed by PERC hereunder shall be rendered only upon the terms and conditions contained in this Agreement.

5.2. **Qualifications.** Each employee, consultant or other agent of PERC shall be well qualified to perform the Services and shall satisfy the applicable requirements set forth in Exhibit "A" attached hereto. The qualifications of PERC shall meet or exceed all regulatory requirements.

5.3. **PERC's Representations.** PERC warrants, represents, and covenants that: (i) SPA III WRF began discharging compliant effluent in low flow operations on or about December 20, 2018; (ii) PERC has the ability to perform the Services in compliance with this Agreement; (iii) that Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions; (iv) the execution, delivery and performance by PERC hereunder has been duly authorized and approved and will not conflict with or breach any other agreement or obligation of PERC; and (v) this Agreement has been duly executed and delivered by an authorized representative of PERC. PERC further warrants, represents, and covenants that, as of the date hereof, it is not aware of any event that has occurred or condition that exists that would constitute a default under this Agreement.

5.4. **OWNER's Representations.** OWNER warrants, represents, and covenants that: (i) it is not presently aware of any facts or circumstances that would contradict PERC's representation that the SPA III WRF began discharging compliant effluent in low flow operations on or about December 20, 2018; (ii) the execution, delivery and performance by OWNER hereunder has been duly authorized and approved and will not conflict with or breach any other agreement or obligation of OWNER; and (iii) this Agreement has been duly executed and delivered by an authorized representative of OWNER. OWNER further warrants, represents, and covenants that, as of the date hereof, it is not aware of any event that has occurred or condition that exists that would constitute a default under this Agreement.

6. **Covenants of PERC.** PERC acknowledges that OWNER has not operated a wastewater treatment plant and ancillary facilities before and that OWNER has retained the services of PERC to do so pursuant to the terms of this Agreement. Therefore, from and after the Effective Date, PERC shall be the responsible party for ensuring operational compliance with ALL regulatory requirements applicable to SPA III WRF. In the event that PERC determines that there may be issues with regulatory compliance it shall notify OWNER immediately and PERC shall use commercially reasonable best efforts to remedy non-compliance consistent with the terms of this Agreement.

7. **Covenants of the OWNER.** During the Term, the OWNER, upon request by PERC, shall provide such reasonable assistance and cooperation as PERC may reasonably request in connection with performance of the Services. Further, from and after the Effective Date, OWNER shall be responsible for the following:

- (i) Provide payment for replacement and repair parts and equipment, as reasonably needed;
- (ii) Provide payment for electric power used in connection with the operation of the SPA III WRF and Influent Lift Station.
- (iii) Provide payment for emergency generator fuel used during power outage. (Fuel for test running included in PERC's scope)
- (iv) Pay all reasonable fees and costs in connection with any permits or licenses necessary and required to enable PERC, or its agent or independent contractors, to operate and maintain the SPA III WRF and Influent Lift Station (collectively, the "Permits");
- (v) The OWNER shall provide the right of entry upon the premises of the SPA III WRF and Influent Lift Station to personnel of PERC, or its agents or independent contractors, as applicable, to perform the Services, subject to the observation of all safety, security and other rules of the OWNER applicable to the SPA III WRF and Influent Lift Station.
- (vi) Upon the City of Surprise or PERC providing written notice to OWNER, the OWNER will make all reasonable efforts to comply with all federal, state, and local laws, ordinances, statutes, rules, regulations and standards applicable to SPA III WRF including, without limitation, all Permits, easements, licenses and orders.
- (vii) Provide payment for reasonable costs associated with the sampling, sample analysis, and reporting of the Ground Water Monitoring Well associated with the SPA III WRF and Effluent Percolation Ponds.

8. **Compliance with Laws.** PERC warrants that PERC's performance of the Services will comply with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations and standards. PERC shall obtain and maintain in full force and effect all Permits, approvals and licenses necessary to complete the performance of the Services and to ensure successful performance of the wastewater treatment plant for its full design capacity (1.8 MGD).

9. **Ownership of Materials.** All materials, documents, information and sludge and or waste products produced or generated by, or in connection with, the operation of the SPA III WRF and Influent Lift Station shall at all times be owned solely by the OWNER or the City of Surprise, as the case may be.

10. **Insurance Requirements.** PERC shall maintain throughout the term of this Agreement commercial general liability insurance, errors and omissions insurance, automobile liability insurance, and workers' compensation insurance in accordance with the Certificate of Insurance set forth on Exhibit C. Concurrent with the execution of this Agreement, and not less than annually thereafter, PERC will provide written evidence satisfactory to the OWNER showing proof of insurance for the coverage required under this Section.

11. **Limitation of Liability.** Notwithstanding anything to the contrary contained herein, and provided that PERC has maintained the insurance described in Section 10 hereof, PERC shall not be liable for any amount under this Agreement that exceeds all insurance proceeds available for the payment of any claim against PERC.

12. **Indemnification.**

12.1 **Indemnification by PERC.** To the fullest extent permitted by law, PERC shall indemnify, defend and hold harmless OWNER and its officers, directors, employees, agents, representatives, affiliates and agents (individually, an "Owner Indemnified Party"; collectively the "Owner Indemnified Parties") for, from and against any

and all third party claims, demands, causes of action, damages (excluding consequential and punitive damages to the extent imposed against OWNER), judgments, penalties, settlements and all other losses arising from the performance or nonperformance of this Agreement (hereinafter individually or collectively referred to as an "Owner Claim" or "Owner Claims") and all attorneys' fees, consultants' fees, court costs (whether or not taxable by statute), and expenses incurred by each Owner Indemnified Party to the extent such Owner Claim is caused by the negligence or willful or intentional act or omission of PERC or any person or entity whose negligence would be imputed to PERC in the performance of the covenants and obligations of PERC hereunder. This indemnity is in addition to and shall not be deemed to limit any other indemnity given by PERC, and extends to the maximum extent permitted by law and includes, but is not limited to, any Owner Claim, just or unjust, of any kind, nature or description whatsoever, whether sounding in a tort, warranty, contract (including breach of this Agreement), equity, a statute, or any other theory of liability, and whether the Owner Claim is based on an alleged death, personal injury, sickness, conversion, breach of warranty (express or implied), breach of representation, defective work not remedied, lien, stop notice, property damage, patent infringement, copyright infringement, loss of use and all other economic loss, release of a petroleum byproduct or other substance regulated by applicable law, legal violations or other claimed damage. This indemnity shall apply even if the Owner Claim results in part from an Owner Indemnified Party's negligently or knowingly acting or failing to act, but in that event the Owner Indemnified Party shall not be indemnified for that portion of the Owner Claim that results from its negligently or knowingly acting or failing to act, it being expressly understood that an Owner Indemnified Party's failure acting or failing to act in reliance on promises, representations or agreements made by PERC in the performance of its obligations hereunder shall not be considered negligently or knowingly acting or failing to act by an Owner Indemnified Party.

12.2 **Indemnification by OWNER.** To the fullest extent permitted by law, OWNER shall indemnify, defend and hold harmless PERC and its officers, directors, employees, agents, representatives, affiliates and agents (individually, a "PERC Indemnified Party"; collectively the "PERC Indemnified Parties") for, from and against any and all third party claims, demands, causes of action, damages (excluding consequential and punitive damages to the extent imposed against PERC), judgments, penalties, settlements and all other losses arising from the performance or nonperformance of this Agreement (hereinafter individually or collectively referred to as a "PERC Claim" or "PERC Claims") and all attorneys' fees, consultants' fees, court costs (whether or not taxable by statute), and expenses incurred by each PERC Indemnified Party to the extent such PERC Claim is caused by the negligence or willful or intentional act or omission of the OWNER or any person or entity whose negligence would be imputed to the OWNER in the performance of the covenants and obligations of the OWNER hereunder, or results from delivery to the SPA III WRF and Influent Lift Station of any Unacceptable Raw Wastewater Supply (as defined herein) or any damage to property or injury or death to persons caused by a third party not under the control or responsibility of PERC. This indemnity is in addition to and shall not be deemed to limit any other indemnity given by OWNER, and extends to the maximum extent permitted by law and includes, but is not limited to, any PERC Claim, just or unjust, of any kind, nature or description whatsoever, whether sounding in a tort, warranty, contract (including breach of this Agreement), equity, a statute, or any other theory of liability, and whether the PERC Claim is based on an alleged death, personal injury, sickness, conversion, breach of warranty (express or implied), breach of representation, defective work not remedied, lien, stop notice, property damage, patent infringement, copyright infringement, loss of use and all other economic loss, release of a petroleum byproduct or other substance regulated by applicable law, legal violations or other claimed damage. This indemnity shall apply even if the PERC Claim results in part from a PERC Indemnified Party's negligently or knowingly acting or failing to act, but in that event the PERC Indemnified Party shall not be indemnified for that portion of the PERC Claim that results from its negligently or knowingly acting or failing to act, it being expressly understood that a PERC Indemnified Party's failure acting or failing to act in reliance on promises, representations or agreements made by OWNER in the performance of its obligations hereunder shall not be considered negligently or knowingly acting or failing to act by a PERC Indemnified Party. For the purposes of this Agreement, "Unacceptable Raw Wastewater Supply" shall mean any wastewater in the SPA III WRF and Influent Lift Station that does not comply with the Permits and such noncompliance is not the result of the negligence or nonperformance of PERC under this Agreement.

12.3 **Insurance.** The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

13. **Notices.** All notices and correspondence between Parties shall be in writing and shall be personally delivered, sent via facsimile, electronic mail or overnight courier, or by United States registered mail addressed to the Party to be served at the address set forth below, or such other address as may be designated by such Party in a written notice to the other Party.

If to PERC:

PERC Water Corporation
959 South Coast Drive
Costa Mesa, California 92626
Attention: Bob Nespeca, Vice President
Fax No.: (714) 352-7765
Email: bnespeca@percwater.com

If to the OWNER:

Austin Ranch Utilities
19820 North 7th Street Suite 200
Phoenix, AZ. 85024
Attention: Brian Mings, Director
Email: bmings@courtlandcommunities.com

All notices hereunder shall be deemed given upon the earliest of: (i) receipt; (ii) one (1) business day after confirmed facsimile transmission, electronic mail transmission that is not rejected, or delivery to commercial overnight courier for next business day delivery; or (iii) three (3) calendar days after deposit in mail with sufficient postage.

14. **Assignment.** An assignee shall have all of the rights and duties of the OWNER with respect to the subject matter of the assignment. OWNER may assign all if its right, title, interest, obligations and duties under this Agreement without PERC's prior written consent so long as OWNER is not relieved from liability under this Agreement. Notwithstanding anything to the contrary in this Agreement, OWNER may assign all or a part of its right, title, interest, obligations and duties under this Agreement to the City of Surprise, Arizona, and in such event, upon written acceptance thereof by the City of Surprise, OWNER shall be relieved of all further liability and obligations with respect to SPA III WRF.

15. **Binding on Successors and Assigns.** Each and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

16. **Force Majeure.** PERC shall not be liable for failure to perform Services when such performance is hindered by an event of Force Majeure (as defined herein). For the purposes of this Agreement, "Force Majeure" shall mean any act, event or condition beyond the reasonable control of PERC including, without limitation, severe weather (except reasonably anticipated weather conditions, even if severe, which are normal for the geographic area), landslide, lightning, earthquake, hurricane, flood, acts of a public enemy, war, blockade, riot, civil disturbance, terrorism, or similar occurrence and labor strikes.

17. **Severability.** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

18. **Cumulative Remedies.** All rights and remedies under this Agreement or in law or equity shall be cumulative and additional; and no right or remedy under this Agreement shall be exclusive of any other or further rights and remedies provided in this Agreement or in law or equity.

19. **Entire Agreement.** The terms and conditions of this Agreement, the documents referred to herein and the Exhibits attached hereto, all of which are hereby incorporated by reference, constitute the entire agreement of the Parties and supersede all previous negotiations, representations and agreements between the Parties, whether written or oral, with the exception of the DBO Contract and all applicable written modifications, which shall continue in full force and effect in accordance with their terms.

20. **Amendment.** This Agreement may be modified only by a written document executed by both the OWNER and PERC.

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21. **Counterparts; Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute but one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic means shall constitute effective execution and delivery of this Agreement by the Parties. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. All signatories hereto warrant that they have the authority to execute this Agreement for the party they purport to represent.

22. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. Any and all lawsuits shall be conducted in the state or federal courts located in the State of Arizona.

23. **Dispute Resolution.** All claims, disputes and other matters in question between the OWNER and PERC arising out of, or relating to this Agreement or any breach under this Agreement shall be governed by the dispute resolution process delineated in Article 10 of the DBO Contract and the Addendum thereto, which are incorporated herein by reference.

24. **Further Assurances.** Each of the Parties agrees on behalf of such Party and such Party's successors and assigns, that such Party will, without further consideration, execute, acknowledge and deliver such other documents and take such other action as may be necessary or convenient to carry out the purposes of this Agreement. Specifically, PERC shall provide any necessary certifications or agreements to ensure that this Agreement does not impact the tax-exempt status or otherwise violate any covenants of any OWNER bonds, so long as such actions do not create any liability for PERC and PERC is not required to incur any cost or expense in connection with such actions.

25. **Waiver.** No delay or failure by either Party to exercise any right, power or remedy with regard to any breach or default under this Agreement by the other Party shall impair any such right, power or remedy, and shall not be construed to be a waiver of any breach or default of the same or any other provision of this Agreement. Any waiver, consent or approval of any Party of or to any breach or default by the other Party shall be effective only if in writing, and shall not be construed to be a waiver, consent or approval of or to any succeeding breach, default or waiver of any provision of this Agreement.

26. **Conflict.** Except as otherwise expressly provided herein, nothing in this Agreement is intended to conflict or supersede the Parties' rights and obligations in the DBO Contract, which shall continue in full force and effect in accordance with its terms. In the event of any conflict between this Agreement and the DBO Contract, this Agreement shall prevail.

27. **Access and Cooperation.** PERC agrees that OWNER and its designated representatives, agents, employees, successors, or assigns, including but not limited to designees from the City of Surprise, Arizona, shall have reasonable access to the Facility in compliance with all Facility rules and applicable safety regulations. PERC further agrees to cooperate with OWNER, the City of Surprise and their respective designated representatives, agents, employees, successors, or assigns, for the purpose of training employees of the City of Surprise regarding operations and maintenance of the Facility; provided, however, that such cooperation does not unreasonably interfere with PERC's performance of the Services.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this O&M Services Agreement effective as of the Effective Date.

Austin Ranch Utilities Company, an Arizona corporation

By: 

Its: Manager

PERC WATER CORPORATION, a California corporation

By:  7.25.2019

Nathan Owen, President

Exhibit A

THE SERVICES

Operation, Maintenance & Management

PERC shall provide all labor, equipment, material, and services necessary to operate and maintain the Facility in accordance with this Agreement and all applicable laws, regulations, statutes, ordinances. PERC's services include, but are not limited to, the following:

- Provide direct supervision, operating personnel, maintenance personnel and administrative support and perform such regular and routine operations, inspection, maintenance and repair of the Facility as shall be necessary, in accordance with reasonable and customary operating principles.
- PERC will staff the Facility in compliance with all applicable federal, state, county and municipal laws, codes, ordinances, regulations and permits. Staffing schedule includes onsite staffing eight (8) hour per day during weekdays and up to four (4) hours per day on weekends and holidays. Onsite staff shall provide on-call coverage at all times twenty-four per day via SCADA Callout for emergency response.
- PERC will operate and maintain all equipment in a manner consistent with the instructions of the manufacturer and general industry standards.
- PERC shall provide the labor to facilitate preventive maintenance of all process and mechanical equipment installed within the Facility.
- PERC will collect and prepare for transport, compliance samples to be analyzed by a certified lab for compliance reporting. PERC shall also be responsible for the cost of the certified lab.
- PERC will collect and analyze samples in the onsite lab for process control and monitoring.
- PERC shall provide services to ensure compliance with all regulatory, safety and governmental requirements.
- PERC shall utilize a computerized program for maintenance, process control and laboratory data tracking. The computerized software program will be the software program provided by the City of Surprise.
- PERC will provide polymer for biosolids dewatering.
- PERC will manage, facilitate, dispose of and pay for biosolids, screenings and grit disposal.
- PERC shall be responsible for maintaining any manufacturers' warranties still in effect on existing equipment and on new equipment purchased.
- PERC will provide any labor and necessary chemicals to clean UV quartz sleeves.
- PERC will provide all regulatory reporting as required by Facility permits.
- PERC shall provide monthly reports to OWNER to include all regulatory reports, maintenance reports, biosolids report and an executive summary detailing all aspects of the operation and maintenance during the reporting month.
- PERC will maintain the Percolation Basins as required for proper operation.
- Included in PERC's scope of service: sewer service, potable water supply, office supplies, cleaning supplies and emergency generator fuel for test run operation.
- PERC will maintain the Facility grounds to always be in a neat a clean weed free condition.

**EXHIBIT B
FEE SCHEDULE**

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PERC Water								
SPA III Operations & Maintenance Fee Schedule								
Plant Capacity = 1.8 MGD								
Influent Flow / MGD From >	0.01	0.18	0.45	0.68	0.99	1.17	1.38	1.38
Influent Flow / MGD To >	0.18	0.45	0.68	0.99	1.17	1.38	1.38	1.80
Monthly Operating Costs								
Fixed Costs (Non-Labor)	\$9,534	\$9,534	\$9,534	\$9,534	\$9,534	\$9,534	\$9,534	\$9,534
Semi - Fixed Costs (Labor, Buses, Mfg./Supplies, O&M)	\$21,402	\$21,402	\$21,406	\$21,406	\$21,406	\$21,406	\$21,406	\$21,406
Variable Costs	\$1,306	\$4,216	\$6,384	\$8,112	\$10,539	\$12,097	\$14,355	\$16,863
Total Monthly O&M Costs w/o Power	\$32,242	\$35,152	\$37,324	\$39,052	\$41,479	\$43,037	\$45,295	\$47,803
Total Annual O&M Costs w/o Power	\$386,904	\$421,824	\$447,888	\$468,624	\$497,748	\$516,044	\$543,540	\$573,636

The amount of the Monthly Fee shall be adjusted annually based on the Consumer Price Index- All Urban Consumers for Phoenix-Mesa-Scottsdale, Arizona published by the Bureau of Labor Statistics, beginning on the first (1st) day of the second year of the Term.

Estimated Power Consumption (based on influent wastewater flow of 20,000GPD):

kWh/Day	kWh/Month	Rate Assumed	Est. Monthly Cost
2558.3	76,749.87	\$0.15	\$11,512.48

Estimated power consumption above is based on influent wastewater flow of 20,000GPD. The unit rate is estimated at \$0.15 / kWh. This estimate does not include any APS billing charges, account charges, delivery charges, demand charges, environmental charges or any miscellaneous fees and taxes. Consult APS to quantify all additional fees.

Additional Services: If the OWNER and PERC agree in writing, PERC will perform services in addition to the Services hereunder and the time for such performance and the amount to be paid or reimbursed to PERC thereunder will be agreed to before any such additional work is commenced (the "Additional Services"). In addition, if necessary in the reasonable opinion of PERC due to an emergency situation related to public health or safety or regulatory compliance, PERC takes any action without prior notice to the OWNER in connection with the Facility, the OWNER agrees to reimburse PERC for all costs and expenses reasonably incurred by PERC in connection with such emergency together with an amount equal to ten percent (10%) of such amount reimbursed for any amounts owed to subcontractors or vendors. Any amounts payable under this paragraph shall be paid to PERC no later than forty five (45) calendar days after receipt by the OWNER of an invoice for such amount.

Exhibit C
INSURANCE CERTIFICATE

[SEE ATTACHED]

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PACIAQU-01

ARODRIGUEZ6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 4695 MacArthur Court, Suite 800 Newport Beach, CA 92660	CONTACT NAME: Michael Vassilakis PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: michael.vassilakis@hubinternational.com ADDRESS:
INSURED PERC Water Corporation 959 S Coast Dr, Suite 315 Costa Mesa, CA 92626	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company NAIC # 35378 INSURER B: Atlantic Specialty Ins. Co. 27154 INSURER C: Berkshire Hathaway Homestate Insurance Company 20044 INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS MADE X OCCUR		MKLV5PBC000525	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPOUND AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJ LOC OTHER CAP:\$10,000,000						
B	AUTOMOBILE LIABILITY					
	X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		7100322160007	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB X OCCUR					
	X EXCESS LIAB CLAIMS MADE		MKLV5EUL101645	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	PAWC019790	3/2/2019	3/2/2020	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - IF A EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required) Professional/Pollution Liability: Arch Specialty #CPP0055298-06 / \$3,000,000 Each Claim/\$100,000 Deductible / \$6,000,000 Aggregate/\$300,000 Deductible. Re: Work/services performed by the named insured with respects to SPA #3 Water Reclamation Facility. Certificate holder(s) Continued: City of Surprise and Austin Ranch Utilities Company, their respective employees and affiliates are named additional insured with regard to General Liability when required by written contract per the attached endorsement form CG20100704.						

CERTIFICATE HOLDER	CANCELLATION
Austin Ranch Utilities Company, an Arizona Corp. Attn: John Wittrock, 5333 N 7th Street, Suite B-300 Phoenix, AZ 85014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
(FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract executed by both parties prior to loss
Applies to commercial work only

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your Work" for that insured by or for you.

POLICY NUMBER: MKLV5PBC000525

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BROAD FORM AUTOMOBILE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

A. Drive Other Car Coverage – Executive Officers and Certain Individuals	4. Loss of Use Expenses Increased
B. Section II – Covered Autos Liability Coverage	5. Other Coverage Extensions
1. Additional Insured – Written Contract, Agreement, Permit or Authorization	a. Airbag Discharge
2. Broadened Named Insured	b. Auto Theft Reward
3. Employees as Insureds	c. Loan/Lease Gap Coverage
(Including Employee Hired Autos and Fellow Employee Coverage)	d. Rental Reimbursement
4. Newly Acquired or Formed Organizations	6. Diminution in Value
5. Supplementary Payments –	7. Communications Equipment
Bail Bonds and Loss of Earnings	8. Deductible Waived For Glass Repair
C. Section III – Physical Damage Coverage	D. Section IV – Business Auto Conditions
1. Hired Auto Physical Damage Coverage	1. Duties in Event of Accident, Claim, Suit or Loss
2. Towing – Any Covered Autos	2. Waiver of Subrogation When Required by Written Contract or Agreement
3. Transportation Expenses Increased	E. Section V – Definitions
	1. Bodily Injury – Includes Mental Anguish
	2. Executive Officer

A. Drive Other Car Coverage – Executive Officers and Certain Individuals**1. The following is added to Section I – Covered Autos:****Drive Other Car Coverage**

- a. For Covered Autos Liability Coverage and Physical Damage Coverage, "autos" in the care, custody or control of an "insured" described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered "autos". But this does not include any "auto":

- (1) Owned by any "insured" described in Paragraph 2. below, or any member of their household, including any "auto" that is owned but not insured;
- (2) Used by an "insured" described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
- (3) Insured or covered under another policy.

- b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an "insured" described in Paragraph 2. below, and their family members residing in the same household, are "insureds" while:

- (1) Occupying as a passenger; or
- (2) A pedestrian when struck by;

any "auto" you do not own, hire, lease or borrow, except an "auto" owned by an "insured" described in Paragraph 2. below or members of their household, or an "auto" insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured of Section II – Liability Coverage** is amended to include as an "insured" the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your "executive officers" and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an "auto" you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an "auto" you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance of Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an additional "insured" any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for "bodily injury" or "property damage" caused in whole or in part by your maintenance, operation or use of a covered "auto". But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the "accident" that caused the "bodily injury" or "property damage";
- b. To any person or organization included as an "insured" under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends or the lessor or its agent takes possession of the "auto".

2. **Broadened Named Insured**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an "insured" your "employee" while:

- (1) Using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.
- (2) Operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion **B.5. Fellow Employee of Section II – Covered Autos Liability** is deleted.

- c. The following is added to **B.5.b of Section IV – Business Auto Conditions**:

Any covered "auto" hired or rented without a driver by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered "auto" you own.

4. Newly Acquired or Formed Organizations

Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as an "insured" any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph A.2.a. Supplementary Payments of Section II – Covered Autos Liability, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

- a. If hired "autos" are covered "autos" under Section II – Covered Autos Liability Coverage and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any "auto" you own, a hired "auto" will be deemed a covered "auto" for Physical Damage Coverage subject to the provisions in Paragraph b. below.
- b. For Hired Physical Damage Coverage provided by paragraph a. above:
 - (1) The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (a) \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - (2) The Deductible is the largest Deductible for the applicable coverage for an "auto" you own.
 - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph A.2. Towing of Section III – Physical Damage Coverage:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered "auto" is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. Transportation Expenses Increased

In Paragraph A.4.a. Transportation Expenses of Section III – Physical Damage Coverage, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph A.4.b. Loss Of Use Expenses of Section III – Physical Damage Coverage:

However, the most we will pay for any expenses for loss of use is \$1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph A.4. Coverage Extensions of Section III – Physical Damage Coverage:

a. Airbag Discharge

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered "auto" is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional "insured", and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy's Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".
- (2) The most we will pay is the lesser of:
 - (a) Reasonable and necessary expenses actually incurred; or
 - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve "auto" is available to you.
- (4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion B.6. of Section III – Physical Damage Coverage:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

- a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or
- b. \$7,500.

7. Communications Equipment

The following is added to Paragraph B. Exclusions of Section III – Physical Damage Coverage:

Exclusions 4.c. and 4.d. do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

- a. Citizen's band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one "loss".

8. Deductible Waived For Glass Repair

The following is added to Paragraph **D. Deductible of Section III – Physical Damage Coverage**:

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions**:

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us of Section IV – Business Auto Conditions**:

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **C. of Section V – Definitions**:

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions**:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization:	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
Job Description	Waiver Premium
All AZ Operations	737.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/02/2019

Policy No.: PAWC019790

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
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Job Description	Waiver Premium (prior to adjustments)
All CA Operations	3624.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/02/2019

Policy No.: PAWC019790

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization:	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
Job Description	Waiver Premium
All FL Operations	296.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/02/2018

Policy No.: PAWC019790

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

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Exhibit E Schedule of Pre-Effective Date User Fees

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

	Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
1	Corry, William & Leigha	18216 W. Via Del Sol	NCC1-420	9/8/2017	8/31/2020	35	36.5	24.78	904.47
2	Creager, David & Alyssa	18491 W. Via Del Sol	NCC4-811	9/20/2017	8/31/2020	35	36.5	24.78	904.47
3	Presson, Connor	18492 W. Via Del Sol	NCC4-849	9/21/2017	8/31/2020	35	36.5	24.78	904.47
4	Matthews, Jazmine Barrett & Ja	18467 W. Via Del Sol	NCC4-814	9/22/2017	8/31/2020	35	36.5	24.78	904.47
5	Taylor, Stacey	18196 W. Via Del Sol	NCC1-418	9/26/2017	8/31/2020	35	36.5	24.78	904.47
6	Reid, Albert	18468 W. Via Del Sol	NCC4-848	9/29/2017	8/31/2020	35	36.5	24.78	904.47
7	Ward, Shane & Alyson	18483 W. Via Del Sol	NCC4-812	9/29/2017	8/31/2020	35	36.5	24.78	904.47
8	Heacock, Richard Alvin	18208 W. Via Del Sol	NCC1-419	10/13/2017	8/31/2020	34	35.5	24.78	879.69
9	Jolley, David	18428 W. Via Del Sol	NCC4-841	10/20/2017	8/31/2020	34	35.5	24.78	879.69
10	Watson, Alan	18476 W. Via Del Sol	NCC4-847	10/23/2017	8/31/2020	34	35.5	24.78	879.69
11	Cabrera, Rick & Selina	18460 W. Via Del Sol	NCC4-845	10/24/2017	8/31/2020	34	35.5	24.78	879.69
12	Donaldson, Michael & Tanya	18184 W. Via Del Sol	NCC1-417	10/31/2017	8/31/2020	34	35.5	24.78	879.69
13	Mullenix, Amy	18172 W. Via Del Sol	NCC1-416	10/31/2017	8/31/2020	34	35.5	24.78	879.69
14	Condello, Brandon	18160 W. Via Del Sol	NCC1-415	11/8/2017	8/31/2020	33	34.5	24.78	854.91
15	Patti, Victor & Kenna	18484 W. Via Del Sol	NCC4-848	12/15/2017	8/31/2020	32	33.5	24.78	830.13
16	Graff, Gregory Fain & Tiffany	18475 W. Via Del Sol	NCC4-813	12/15/2017	8/31/2020	32	33.5	24.78	830.13
17	Burnett, Barry & Robin	18427 W. Via Del Sol	NCC4-819	12/27/2017	8/31/2020	32	33.5	24.78	830.13
18	Stevens, Mollie Monticabaz & M	18397 W. Via Del Sol	NCC4-821	12/27/2017	8/31/2020	32	33.5	24.78	830.13
19	Umuolo, Reginald & Jazmin	18443 W. Via Del Sol	NCC4-817	12/27/2017	8/31/2020	32	33.5	24.78	830.13
20	Goss, Scott & Elise	18452 W. Via Del Sol	NCC4-844	12/29/2017	8/31/2020	32	33.5	24.78	830.13
21	Walsh, Britney	18444 W. Via Del Sol	NCC4-843	1/4/2018	8/31/2020	31	32.5	24.78	805.35
22	Maloney, Michael & Donna	18389 W. Via Del Sol	NCC4-822	1/26/2018	8/31/2020	31	32.5	24.78	805.35
23	Lenon, Marisa Ramirez & Zach	18459 W. Via Del Sol	NCC4-815	2/8/2018	8/31/2020	30	31.5	24.78	780.57
24	Garcia, Gustavo & Michelle	18136 W. Via Del Sol	NCC1-413	2/8/2018	8/31/2020	30	31.5	24.78	780.57
25	Sumner, Karen	18381 W. Via Del Sol	NCC4-823	2/9/2018	8/31/2020	30	31.5	24.78	780.57
26	Marcus, Saul	18325 W. Via Del Sol	NCC4-830	2/9/2018	8/31/2020	30	31.5	24.78	780.57
27	Hardy, Robert & Amber	18436 W. Via Del Sol	NCC4-842	2/22/2018	8/31/2020	30	31.5	24.78	780.57
28	Sievers, Dianne	18373 W. Via Del Sol	NCC4-824	2/22/2018	8/31/2020	30	31.5	24.78	780.57
29	Pavia, Kevin	18451 W. Via Del Sol	NCC4-816	2/28/2018	8/31/2020	30	31.5	24.78	780.57
30	Gallo, Frank & Sarah	18135 W. Tina Lane	NCC1-412	2/28/2018	8/31/2020	30	31.5	24.78	780.57
31	Crossno, Maria Esquivias & Ker	18148 W. Via Del Sol	NCC1-414	3/6/2018	8/31/2020	28	30.5	24.78	755.79
32	Pasula, Razvan & Ashley	18419 W. Via Del Sol	NCC4-820	3/6/2018	8/31/2020	29	30.5	24.78	755.79
33	Coleman, Choyce & Yvonne	18382 W. Via Del Sol	NCC4-838	3/15/2018	8/31/2020	29	30.5	24.78	755.79
34	Justus, Spencer	18161 W. Tina Lane	NCC1-410	3/16/2018	8/31/2020	29	30.5	24.78	755.79
35	Tapia, Gil	18333 W. Via Del Sol	NCC4-829	3/16/2018	8/31/2020	29	30.5	24.78	755.79
36	Currie, Cody	18398 W. Via Del Sol	NCC4-840	3/16/2018	8/31/2020	29	30.5	24.78	755.79
37	Ferracane, Gerardo & Cindy	18365 W. Via Del Sol	NCC4-825	3/19/2018	8/31/2020	29	30.5	24.78	755.79
38	Fowler, Mackenzie & Ryne	18374 W. Via Del Sol	NCC4-837	3/19/2018	8/31/2020	29	30.5	24.78	755.79
39	Allison, Stacie	18357 W. Via Del Sol	NCC4-826	3/21/2018	8/31/2020	28	30.5	24.78	755.79
40	Felan, Jacob	18349 W. Via Del Sol	NCC4-827	3/21/2018	8/31/2020	29	30.5	24.78	755.79
41	Bellows, Derek	18326 W. Via Del Sol	NCC4-831	3/30/2018	8/31/2020	29	30.5	24.78	755.79
42	Kuhlin, Michael & Trina	18455 W. Tina Lane	NCC4-855	3/30/2018	8/31/2020	29	30.5	24.78	755.79
43	Roark, Hailey & Austin	18358 W. Via Del Sol	NCC4-835	4/3/2018	8/31/2020	28	29.5	24.78	731.01
44	Cook, Angelina & Atom	18334 W. Via Del Sol	NCC4-832	4/4/2018	8/31/2020	28	29.5	24.78	731.01
45	Kostolnik, Meaghan & John	18342 W. Via Del Sol	NCC4-833	4/5/2018	8/31/2020	28	29.5	24.78	731.01

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

	Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
46	Cabello, Dennis & Jennifer	18435 W. Via Del Sol	NCC4-818	4/5/2018	8/31/2020	28	29.5	24.78	731.01
47	Weiss, Stephanie & Stephen	18134 W. Tina Lane	NCC1-393	4/17/2018	8/31/2020	28	29.5	24.78	731.01
48	Reinbacher, Sandra	18350 W. Via Del Sol	NCC4-834	4/20/2018	8/31/2020	28	29.5	24.78	731.01
49	Ruiz, Manuel & Jessica	18390 W. Via Del Sol	NCC4-839	4/23/2018	8/31/2020	28	29.5	24.78	731.01
50	Chentfant, Robert	18146 W. Tina Lane	NCC1-394	4/24/2018	8/31/2020	28	29.5	24.78	731.01
51	Siegle, Cynthia	18495 W. Tina Lane	NCC4-850	4/25/2018	8/31/2020	28	29.5	24.78	731.01
52	Mora, Fernando & Mima	18194 W. Tina Lane	NCC1-398	4/26/2018	8/31/2020	28	29.5	24.78	731.01
53	Provenzano, Douglas & Stacy	18209 W. Tina Lane	NCC1-406	4/27/2018	8/31/2020	28	29.5	24.78	731.01
54	Easton, Jodie	18158 W. Tina Lane	NCC1-396	4/27/2018	8/31/2020	28	29.5	24.78	731.01
55	Persons, Scott & Lindsay	18471 W. Tina Lane	NCC4-853	4/27/2018	8/31/2020	28	29.5	24.78	731.01
56	Rahn, Tom & Paige	18431 W. Tina Lane	NCC4-858	4/30/2018	8/31/2020	28	29.5	24.78	731.01
57	Christensen, Robert	18206 W. Tina Lane	NCC1-399	5/2/2018	8/31/2020	27	28.5	24.78	706.23
58	Cox, Gary	18463 W. Tina Lane	NCC4-854	5/4/2018	8/31/2020	27	28.5	24.78	706.23
59	Rogers, Marcus & Dianha	18197 W. Tina Lane	NCC1-407	5/9/2018	8/31/2020	27	28.5	24.78	706.23
60	Russell, Bryan & Ashley	18170 W. Tina Lane	NCC1-396	5/9/2018	8/31/2020	27	28.5	24.78	706.23
61	Frazer, Richard	18399 W. Tina Lane	NCC4-859	5/9/2018	8/31/2020	27	28.5	24.78	706.23
62	Bateshansky, Derek	18176 W. Louise Drive	NCC1-369	5/10/2018	8/31/2020	27	28.5	24.78	706.23
63	Romero, Gene	18391 W. Tina Lane	NCC4-860	5/11/2018	8/31/2020	27	28.5	24.78	706.23
64	Smith, Ray & Beth	18185 W. Tina Lane	NCC1-408	5/11/2018	8/31/2020	27	28.5	24.78	706.23
65	Clark, Ronald	18173 W. Tina Lane	NCC1-409	5/11/2018	8/31/2020	27	28.5	24.78	706.23
66	Alexander, Thomas & Janet	18487 W. Tina Lane	NCC4-851	5/15/2018	8/31/2020	27	28.5	24.78	706.23
67	Carrio, Frank	18390 W. Tina Lane	NCC4-880	5/17/2018	8/31/2020	27	28.5	24.78	706.23
68	Carrozza, Steven J.	18164 W. Louise Drive	NCC1-368	5/18/2018	8/31/2020	27	28.5	24.78	706.23
69	Villa, Bryce & Victoria	18479 W. Tina Lane	NCC4-852	5/18/2018	8/31/2020	27	28.5	24.78	706.23
70	Lake, Jessica	18447 W. Tina Lane	NCC4-856	5/21/2018	8/31/2020	27	28.5	24.78	706.23
71	Hurtado, Ricardo & Yessika	18382 W. Tina Lane	NCC4-879	5/22/2018	8/31/2020	27	28.5	24.78	706.23
72	Kaiser, Kyle & Brandi	18359 W. Tina Lane	NCC4-864	5/22/2018	8/31/2020	27	28.5	24.78	706.23
73	Jardine, Val & Theresa	18375 W. Tina Lane	NCC4-862	5/23/2018	8/31/2020	27	28.5	24.78	706.23
74	Albani, Andrea	18464 W. Tina Lane	NCC4-883	5/25/2018	8/31/2020	27	28.5	24.78	706.23
75	Barnett, Rose	18480 W. Tina Lane	NCC4-885	5/25/2018	8/31/2020	27	28.5	24.78	706.23
76	Bolton, Jason	18149 W. Tina Lane	NCC1-411	5/25/2018	8/31/2020	27	28.5	24.78	706.23
77	Kamrneyer, Eric & Gabrielle	18439 W. Tina Lane	NCC4-857	5/25/2018	8/31/2020	27	28.5	24.78	706.23
78	Langley, Michael	18150 W. Carlotia Lane	NCC1-297	5/25/2018	8/31/2020	27	28.5	24.78	706.23
79	Chappell, Cole & Danielle	18341 W. Via Del Sol	NCC4-828	5/25/2018	8/31/2020	27	28.5	24.78	706.23
80	Kuhl, Carter & Brianna	22002 N. 184th Drive	NCC4-881	5/30/2018	8/31/2020	27	28.5	24.78	706.23
81	Dye, Ashley & Paul	18374 W. Tina Lane	NCC4-878	5/31/2018	8/31/2020	27	28.5	24.78	706.23
82	Parks, Wesley & Gypsy	18182 W. Tina Lane	NCC1-397	5/31/2018	8/31/2020	27	28.5	24.78	706.23
83	Hirsch, William & Marsha	18497 W. Louise Drive	NCC4-888	6/6/2018	8/31/2020	26	27.5	24.78	681.45
84	Jones, Adrian & Noelle	18157 W. Louise Drive	NCC1-390	6/6/2018	8/31/2020	26	27.5	24.78	681.45
85	Penhaker, Cody	18181 W. Louise Drive	NCC1-388	6/6/2018	8/31/2020	26	27.5	24.78	681.45
86	Baker, Brandon & Jamie	18383 W. Tina Lane	NCC4-861	6/7/2018	8/31/2020	26	27.5	24.78	681.45
87	McGee, Cordero & Rachelle	22018 N. 184th Drive	NCC4-882	6/7/2018	8/31/2020	26	27.5	24.78	681.45
88	Burkhart, Craig	18145 W. Louise Drive	NCC1-391	6/11/2018	8/31/2020	26	27.5	24.78	681.45
89	Campbell, Colton	18481 W. Louise Drive	NCC4-890	6/13/2018	8/31/2020	26	27.5	24.78	681.45
90	Wade, Jessie & Matthew	22054 N. 184th Drive	NCC4-894	6/13/2018	8/31/2020	26	27.5	24.78	681.45

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

	Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
91	Campos, Lindsay	18465 W. Louise Drive	NCC4-892	6/15/2018	8/31/2020	26	27.5	24.78	681.45
92	Clark, Teresa	18488 W. Tina Lane	NCC4-886	6/15/2018	8/31/2020	26	27.5	24.78	681.45
93	Garcia, George & Rosario	18366 W. Via Del Sol	NCC4-836	6/15/2018	8/31/2020	26	27.5	24.78	681.45
94	Dowty, Jeffery & Erika	18126 W. Louise Drive	NCC1-365	6/18/2018	8/31/2020	26	27.5	24.78	681.45
95	Arambula, Yesenia	18482 W. Louise Drive	NCC4-901	6/20/2018	8/31/2020	26	27.5	24.78	681.45
96	Nunez, Jeffrey	18019 W. Via Del Sol	NCC1-010	6/20/2018	8/31/2020	26	27.5	24.78	681.45
97	Gonciarz, Brian	18011 W. Via Del Sol	NCC1-009	6/21/2018	8/31/2020	26	27.5	24.78	681.45
98	Sandoval, Jose Perez	18074 W. Candelaria Drive	NCC1-173	6/22/2018	8/31/2020	26	27.5	24.78	681.45
99	Molnerey, Christopher & Ashley	18061 W. Via Del Sol	NCC1-016	6/22/2018	8/31/2020	26	27.5	24.78	681.45
100	Jones, William	18472 W. Tina Lane	NCC4-884	6/25/2018	8/31/2020	26	27.5	24.78	681.45
101	Carlson, Aaron & Brittany	18027 W. Via Del Sol	NCC1-011	6/25/2018	8/31/2020	26	27.5	24.78	681.45
102	Angulo, Felipe & Martha	18088 W. Candelaria Drive	NCC1-172	6/27/2018	8/31/2020	26	27.5	24.78	681.45
103	Beckehimer, Michelle & Jewly	18069 W. Via Del Sol	NCC1-017	6/27/2018	8/31/2020	26	27.5	24.78	681.45
104	Trustley, Tyler & Hannah	21887 N. 181st Ave	NCC1-021	6/27/2018	8/31/2020	26	27.5	24.78	681.45
105	Sieler, William	21915 N. 181st Ave	NCC1-065	6/28/2018	8/31/2020	26	27.5	24.78	681.45
106	Clevenger, Heather & Michael	18366 W. Tina Lane	NCC4-877	6/28/2018	8/31/2020	26	27.5	24.78	681.45
107	Hetherington, Kelly	18077 W. Tina Lane	NCC1-064	6/29/2018	8/31/2020	26	27.5	24.78	681.45
108	Hummell, Britnee	21933 N. 181st Ave	NCC1-066	6/29/2018	8/31/2020	26	27.5	24.78	681.45
109	Boelter, Heather & Bruce	18089 W. Via Del Sol	NCC1-020	6/29/2018	8/31/2020	26	27.5	24.78	681.45
110	Keenan, James & Linda	22286 N. 181st Drive	NCC1-264	6/29/2018	8/31/2020	26	27.5	24.78	681.45
111	LaCour, Steven & Brenna	18041 W. Via Del Sol	NCC1-013	6/29/2018	8/31/2020	26	27.5	24.78	681.45
112	Letender, Marc & Donna	22036 N. 184th Drive	NCC4-893	6/29/2018	8/31/2020	26	27.5	24.78	681.45
113	Ricker, Craig	18047 W. Via Del Sol	NCC1-014	7/17/2018	8/31/2020	25	26.5	24.78	656.67
114	Mora, Viviana Molina & Fernan	18367 W. Tina Lane	NCC4-863	7/17/2018	8/31/2020	25	26.5	24.78	656.67
115	Patterson, Angela	18078 W. Via Del Sol	NCC1-023	7/18/2018	8/31/2020	25	26.5	24.78	656.67
116	Ortega, Milagros	21901 N. 181st Ave	NCC1-022	7/20/2018	8/31/2020	25	26.5	24.78	656.67
117	Cox, Daniel Marquez & Danny	18147 W. Via Montoya Drive	NCC1-296	7/26/2018	8/31/2020	25	26.5	24.78	656.67
118	Barnes, Larry	18215 W. Tina Lane	NCC1-405	7/27/2018	8/31/2020	25	26.5	24.78	656.67
119	D'Olivo, Marc & Marcella	18221 W. Via Montoya Drive	NCC1-288	7/27/2018	8/31/2020	25	26.5	24.78	656.67
120	Hummell, James & Tish	18073 W. Candelaria Drive	NCC1-168	7/30/2018	8/31/2020	25	26.5	24.78	656.67
121	Frechette, Scott & Andrea	18267 W. Ida Lane	NCC1-349	7/31/2018	8/31/2020	25	26.5	24.78	656.67
122	Madrid, Angel	18081 W. Via Del Sol	NCC1-019	8/3/2018	8/31/2020	24	25.5	24.78	631.89
123	Murphy, Barbara & Michael	18496 W. Tina Lane	NCC4-887	8/3/2018	8/31/2020	24	25.5	24.78	631.89
124	Gabe, Jamie	22160 N. 182nd Lane	NCC1-346	8/3/2018	8/31/2020	24	25.5	24.78	631.89
125	Lee, Joseph & Josefine	22092 N. 184th Drive	NCC4-895	8/7/2018	8/31/2020	24	25.5	24.78	631.89
126	Barrett, Steven & Starla	22110 N. 184th Drive	NCC4-896	8/9/2018	8/31/2020	24	25.5	24.78	631.89
127	Mader, Zane & Emily	18218 W. Louise Drive	NCC1-372	8/13/2018	8/31/2020	24	25.5	24.78	631.89
128	Amaral, Patricia & Lawrence	18012 W. Via Del Sol	NCC1-032	8/15/2018	8/31/2020	24	25.5	24.78	631.89
129	Ybarra, Holly Shamburg & Vin	18053 W. Via Del Sol	NCC1-015	8/15/2018	8/31/2020	24	25.5	24.78	631.89
130	Velazquez, Ivan & Sulaika	18487 W. Ida Lane	NCC4-905	8/21/2018	8/31/2020	24	25.5	24.78	631.89
131	Van Scheers, Nichole	18259 W. Ida Lane	NCC1-350	8/23/2018	8/31/2020	24	25.5	24.78	631.89
132	Vopalensky, Kyle & Traci	22146 N. 182nd Lane	NCC1-347	8/23/2018	8/31/2020	24	25.5	24.78	631.89
133	Bierman, Kimberly Overhage &	22146 N. 184th Drive	NCC4-912	8/24/2018	8/31/2020	24	25.5	24.78	631.89
134	Stevens, Alfonso Elias, Sophia	18498 W. Louise Drive	NCC4-903	8/24/2018	8/31/2020	24	25.5	24.78	631.89
135	Ramos, Michael	22128 N. 184th Drive	NCC4-911	8/27/2018	8/31/2020	24	25.5	24.78	631.89

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

	Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
136	Dominguez, Obarde	18089 W. Tina Lane	NCC1-063	8/30/2018	8/31/2020	24	25.5	24.78	631.89
137	Gosnell, Thomas & Cheryl	18133 W. Louise Drive	NCC1-392	8/30/2018	8/31/2020	24	25.5	24.78	631.89
138	Rojas, Felicitas	18212 W. Ida Lane	NCC1-332	8/31/2018	8/31/2020	24	25.5	24.78	631.89
139	Sanborn, Brittany & Coral	18479 W. Ida Lane	NCC4-906	8/31/2018	8/31/2020	24	25.5	24.78	631.89
140	Bonadie, Christopher	18217 W. Carlot Lane	NCC1-317	8/31/2018	8/31/2020	24	25.5	24.78	631.89
141	Living Trust, Mae/Marcell	18280 W. Ida Lane	NCC1-338	8/31/2018	8/31/2020	24	25.5	24.78	631.89
142	Diaz, Dakota	18034 W. Via Del Sol	NCC1-029	8/31/2018	8/31/2020	24	25.5	24.78	631.89
143	Younger, Troy & Brianna	18495 W. Ida Lane	NCC4-904	8/31/2018	8/31/2020	24	25.5	24.78	631.89
144	Chambliss, Charmaine Henley	18474 W. Louise Drive	NCC4-900	9/4/2018	8/31/2020	23	24.5	24.78	607.11
145	Martinez, Jesse	18140 W. Louise Drive	NCC1-366	9/4/2018	8/31/2020	23	24.5	24.78	607.11
146	Rice, Brandi	18033 W. Tina Lane	NCC1-058	9/11/2018	8/31/2020	23	24.5	24.78	607.11
147	Hoffman, Thomas & Micheal	18169 W. Louise Dr	NCC1-389	9/14/2018	8/31/2020	23	24.5	24.78	607.11
148	Sy, Joseph & Amber	18063 W. Tina Lane	NCC1-081	9/14/2018	8/31/2020	23	24.5	24.78	607.11
149	Ericksen, Melinda & Kenneth	18158 W. Carlot Ln	NCC1-298	9/14/2018	8/31/2020	23	24.5	24.78	607.11
150	Slidebottom, Robert	18028 W. Via Del Sol	NCC1-030	9/18/2018	8/31/2020	23	24.5	24.78	607.11
151	Hudson, Christopher	18465 W. Ida Lane	NCC4-909	9/20/2018	8/31/2020	23	24.5	24.78	607.11
152	Kantar, Zeljana	18075 W. Via Del Sol	NCC1-018	9/21/2018	8/31/2020	23	24.5	24.78	607.11
153	Gonzalez, Jesus	18013 W. Tina Lane	NCC1-055	9/21/2018	8/31/2020	23	24.5	24.78	607.11
154	Crosby, Riley & Logan	18241 W. Louise Drive	NCC1-383	9/24/2018	8/31/2020	23	24.5	24.78	607.11
155	Bauer, Ryan & Joan	18447 W. Ida Lane	NCC4-910	9/26/2018	8/31/2020	23	24.5	24.78	607.11
156	Skousen, Kyle & Olivia	18490 W. Louise Dr	NCC4-902	9/26/2018	8/31/2020	23	24.5	24.78	607.11
157	Maddison, Dianne	18471 W. Ida Lane	NCC4-907	9/26/2018	8/31/2020	23	24.5	24.78	607.11
158	Walsh, Dakota Lonati & Chelse	22360 N. 180th Dr	NCC1-175	9/26/2018	8/31/2020	23	24.5	24.78	607.11
159	Whitesell, Flint & Jessica	18463 W. Ida Lane	NCC4-908	9/26/2018	8/31/2020	23	24.5	24.78	607.11
160	Horn, Jessica	18188 W. Louise Dr	NCC1-370	9/27/2018	8/31/2020	23	24.5	24.78	607.11
161	McWilliams, Leah Stambaugh	18458 W. Louise Dr.	NCC4-898	9/27/2018	8/31/2020	23	24.5	24.78	607.11
162	Radichel, Nicolas & Christina	18263 W. Carlot Lane	NCC1-311	9/28/2018	8/31/2020	23	24.5	24.78	607.11
163	Kuperman, Johnathan	18448 W. Ida Lane	NCC4-942	9/28/2018	8/31/2020	23	24.5	24.78	607.11
164	Church, Amayrani Hernandez	18468 W. Louise Dr.	NCC4-899	9/28/2018	8/31/2020	23	24.5	24.78	607.11
165	Marsh, David & Tammy	18230 W. Louise Dr	NCC1-373	9/28/2018	8/31/2020	23	24.5	24.78	607.11
166	Dillman, Lexi Foerg & Keegan	18070 W. Via Del Sol	NCC1-024	9/28/2018	8/31/2020	23	24.5	24.78	607.11
167	Parent, Jolene	18217 W. Louise Dr	NCC1-385	9/28/2018	8/31/2020	23	24.5	24.78	607.11
168	Philbrick, Jennifer & Nicholas	18450 W. Louise Drive	NCC4-897	9/28/2018	8/31/2020	23	24.5	24.78	607.11
169	Spell, Kenneth	18171 W. Via Montoya Drive	NCC1-293	10/1/2018	8/31/2020	22	23.5	24.78	582.33
170	Malone, Jarett & Geramie	18048 W. Via Del Sol	NCC1-027	10/2/2018	8/31/2020	22	23.5	24.78	582.33
171	Van De Laare, Scott Moreau &	18193 W. Louise Drive	NCC1-387	10/2/2018	8/31/2020	22	23.5	24.78	582.33
172	Mitch, Dennis & Marie	18472 W. Ida Lane	NCC4-945	10/3/2018	8/31/2020	22	23.5	24.78	582.33
173	Tapia, Juan & Yara	18242 W. Louise Dr.	NCC1-374	10/5/2018	8/31/2020	22	23.5	24.78	582.33
174	Haertel, Kevin & Elizabeth	18489 W. Louise Dr.	NCC4-889	10/9/2018	8/31/2020	22	23.5	24.78	582.33
175	Kanter, Frederick	18042 W. Via Del Sol	NCC1-028	10/12/2018	8/31/2020	22	23.5	24.78	582.33
176	Hart, Kimberly	18265 W. Foothills Drive	NCC1-249	10/15/2018	8/31/2020	22	23.5	24.78	582.33
177	Robins, Marc Bissell & Heather	18039 W. Louise Drive	NCC1-100	10/17/2018	8/31/2020	22	23.5	24.78	582.33
178	Ranzau, Tammy	18019 W. Tina Lane	NCC1-056	10/19/2018	8/31/2020	22	23.5	24.78	582.33
179	Cameron, Jason & Carrie	18225 W. Foothills Drive	NCC1-254	10/19/2018	8/31/2020	22	23.5	24.78	582.33
180	Bonilla, Richard & Mary	18047 W. Louise Drive	NCC1-101	10/22/2018	8/31/2020	22	23.5	24.78	582.33

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181	Knight, James & Marie-Louise	22188 N. 182nd Lane	NCC1-344	10/22/2018	8/31/2020	22	23.5	24.78	582.33
182	Price, Kevin	18027 W. Tina Lane	NCC1-057	10/25/2018	8/31/2020	22	23.5	24.78	582.33
183	Berecz, Ronald & Diane	18187 W. Via Montoya	NCC1-291	10/26/2018	8/31/2020	22	23.5	24.78	582.33
184	Sanders, David & Rosario	18179 W. Via Montoya Drive	NCC1-292	10/26/2018	8/31/2020	22	23.5	24.78	582.33
185	Baker, Gary & Veronica	22204 N. 182nd Lane	NCC1-343	10/30/2018	8/31/2020	22	23.5	24.78	582.33
186	Jones, Ryan & Sara	18020 W. Via Del Sol	NCC1-031	10/30/2018	8/31/2020	22	23.5	24.78	582.33
187	Fyffe, Kimberly	18061 W. Tina Lane	NCC1-082	10/30/2018	8/31/2020	22	23.5	24.78	582.33
188	Pina, Francisco	18220 W. Ida Lane	NCC1-333	11/1/2018	8/31/2020	21	22.5	24.78	557.55
189	Ham, Aria	18440 W. Ida Lane	NCC4-941	11/9/2018	8/31/2020	21	22.5	24.78	557.55
190	Werth, Kayla & Tyler	18480 W. Ida Lane	NCC4-946	11/9/2018	8/31/2020	21	22.5	24.78	557.55
191	Hummell, Brandon	18228 W. Ida Lane	NCC1-334	11/14/2018	8/31/2020	21	22.5	24.78	557.55
192	Hogan, Jamila Christian & Rthor	18100 W. Tina Lane	NCC1-067	11/15/2018	8/31/2020	21	22.5	24.78	557.55
193	Rojas, Fernando & Cinthya	18054 W. Tina Lane	NCC1-073	11/18/2018	8/31/2020	21	22.5	24.78	557.55
194	Eisweirth, Heath	22404 N. 182nd Lane	NCC1-247	11/16/2018	8/31/2020	21	22.5	24.78	557.55
195	Berry, Gladys	18087 W. Louise Drive	NCC1-106	11/19/2018	8/31/2020	21	22.5	24.78	557.55
196	Schoonover, Scott & Sandra	18488 W. Ida Lane	NCC4-947	11/19/2018	8/31/2020	21	22.5	24.78	557.55
197	Rehbein, Brandon & Stefanie	18434 W. Ida Lane	NCC4-940	11/20/2018	8/31/2020	21	22.5	24.78	557.55
198	Runia, Tyler	18473 W. Louise Drive	NCC4-891	11/20/2018	8/31/2020	21	22.5	24.78	557.55
199	Mirza, Ninos & Janet	18065 W. Louise Drive	NCC1-102	11/20/2018	8/31/2020	21	22.5	24.78	557.55
200	Fuentes, Angel & Nita	18093 W. Louise Drive	NCC1-107	11/20/2018	8/31/2020	21	22.5	24.78	557.55
201	Baker, Cindy	18223 W. Carlot Drive	NCC1-318	11/21/2018	8/31/2020	21	22.5	24.78	557.55
202	Capaccio, Richard & Anntoinett	18084 W. Tina Lane	NCC1-069	11/21/2018	8/31/2020	21	22.5	24.78	557.55
203	Cooper, Chace Gilbert & Kassa	18464 W. Ida Lane	NCC4-944	11/21/2018	8/31/2020	21	22.5	24.78	557.55
204	Bravo, Courtney	17956 W. Tina Lane	NCC1-083	11/27/2018	8/31/2020	21	22.5	24.78	557.55
205	Ham, Kyra	18456 W. Ida Lane	NCC4-943	11/28/2018	8/31/2020	21	22.5	24.78	557.55
206	Osuna, Katrina	18092 W. Tina Lane	NCC1-068	11/28/2018	8/31/2020	21	22.5	24.78	557.55
207	Stevenson, Yvonne & Nathan	18041 W. Tina Lane	NCC1-059	11/29/2018	8/31/2020	21	22.5	24.78	557.55
208	Whittaker, Austin Ansbach & Tj	18062 W. Tina Lane	NCC1-072	11/29/2018	8/31/2020	21	22.5	24.78	557.55
209	Bielawski, Laura & Cory	18003 W. Tina Lane	NCC1-078	11/30/2018	8/31/2020	21	22.5	24.78	557.55
210	Chavarria, Raymond Moore & f	18046 W. Tina Lane	NCC1-074	11/30/2018	8/31/2020	21	22.5	24.78	557.55
211	McGraw, Charles & Janet	18188 W. Carlot Lane	NCC1-302	11/30/2018	8/31/2020	21	22.5	24.78	557.55
212	Michael, Joseph & Hailey	17936 W. Tina Lane	NCC1-086	11/30/2018	8/31/2020	21	22.5	24.78	557.55
213	Nevitt, Justin Ward & Courtney	18405 W. Ida Lane	NCC4-913	12/3/2018	8/31/2020	20	21.5	24.78	532.77
214	Bielawski, Bryan & Sarah	18102 W. Candelana Drive	NCC1-171	12/6/2018	8/31/2020	20	21.5	24.78	532.77
215	Wyrobeck, Christine & Michael	22132 N. 182nd Lane	NCC1-348	12/6/2018	8/31/2020	20	21.5	24.78	532.77
216	Heath, Anya-Lin & Brandon	18200 W. Louise Drive	NCC1-371	12/7/2018	8/31/2020	20	21.5	24.78	532.77
217	Stokey, Lewis	17861 W. Louise Drive	NCC1-091	12/7/2018	8/31/2020	20	21.5	24.78	532.77
218	Wagner, Kelli & Gregory	18076 W. Tina Lane	NCC1-070	12/7/2018	8/31/2020	20	21.5	24.78	532.77
219	Parvin, Jay & Frances	18152 W. Louise Drive	NCC1-367	12/7/2018	8/31/2020	20	21.5	24.78	532.77
220	Valenzuela, Allyson Wallace & f	18036 W. Tina Lane	NCC1-075	12/11/2018	8/31/2020	20	21.5	24.78	532.77
221	Ayers, Christopher	18396 W. Ida Lane	NCC4-935	12/14/2018	8/31/2020	20	21.5	24.78	532.77
222	Amaya, Adrian & Guadalupe	18148 W. Via Montoya Drive	NCC1-266	12/17/2018	8/31/2020	20	21.5	24.78	532.77
223	Sebring, Jessica Ramirez & Co	18428 W. Ida Lane	NCC4-939	12/17/2018	8/31/2020	20	21.5	24.78	532.77
224	Valencia, Connie	17944 W. Tina Lane	NCC1-085	12/17/2018	8/31/2020	20	21.5	24.78	532.77
225	Morin, Yvette Cavazos & Kaylei	17974 W. Tina Lane	NCC1-081	12/17/2018	8/31/2020	20	21.5	24.78	532.77

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226	Reynolds, Shaelyn Gentry & Ka	18071 W. Louise Drive	NCC1-104	12/18/2018	8/31/2020	20	21.5	24.78	532.77
227	West, John & Kerry	17996 W. Tina Lane	NCC1-079	12/19/2018	8/31/2020	20	21.5	24.78	532.77
228	Barnes, Tanner & Morgan	17943 W. Louise Drive	NCC1-090	12/20/2018	8/31/2020	20	21.5	24.78	532.77
229	Ruiz, Corey & Kari	18015 W. Louise Drive	NCC1-098	12/20/2018	8/31/2020	20	21.5	24.78	532.77
230	Watkins, Stacy	18254 W. Louise Drive	NCC1-375	12/20/2018	8/31/2020	20	21.5	24.78	532.77
231	Reaves, Isaac	17962 W. Tina Lane	NCC1-082	12/21/2018	8/31/2020	20	21.5	24.78	532.77
232	Beltran, Jose & Jana	18365 W. Ida Lane	NCC4-918	12/21/2018	8/31/2020	20	21.5	24.78	532.77
233	Shultz, Ashley Lindenbolt & Mio	17950 W. Tina Lane	NCC1-084	12/21/2018	8/31/2020	20	21.5	24.78	532.77
234	Costanzo, Jennifer	17997 W. Louise Drive	NCC1-096	12/21/2018	8/31/2020	20	21.5	24.78	532.77
235	Pena, Jessica	18404 W. Ida Lane	NCC4-936	12/21/2018	8/31/2020	20	21.5	24.78	532.77
236	Pfaff, Charles & Belinda	18397 W. Ida Lane	NCC4-914	12/21/2018	8/31/2020	20	21.5	24.78	532.77
237	Khano, Mariana Malakismail &	17963 W. Louise Drive	NCC1-093	12/26/2018	8/31/2020	20	21.5	24.78	532.77
238	Ray, Donald & Jessica	18140 W. Via Montoya Dr.	NCC1-285	12/27/2018	8/31/2020	20	21.5	24.78	532.77
239	Baker, Mallory & Zachary	18063 W. Louise Drive	NCC1-103	12/27/2018	8/31/2020	20	21.5	24.78	532.77
240	Gonzalez, Jose & Loreto	18101 W. Louise Drive	NCC1-108	12/27/2018	8/31/2020	20	21.5	24.78	532.77
241	Velasco, Juan	18143 W. Robin Lane	NCC1-206	12/28/2018	8/31/2020	20	21.5	24.78	532.77
242	Neumann, Alan	22372 N. 180th Drive	NCC1-178	12/28/2018	8/31/2020	20	21.5	24.78	532.77
243	Peters, Joshua	18009 W. Louise Drive	NCC1-097	12/28/2018	8/31/2020	20	21.5	24.78	532.77
244	Grimm, Michael & Donna	17918 W. Via Del Sol	NCC1-041	5/4/2018	8/31/2020	27	26.5	24.78	706.23
245	Baker, Bradley & Kailey	18138 W. Foothill Drive	NCC1-180	12/31/2018	8/31/2020	20	21.5	24.78	532.77
246	Scott, Jordan & Larissa	18079 W. Louise Drive	NCC1-105	12/31/2018	8/31/2020	20	21.5	24.78	532.77
247	Layman, Brandon	18068 W. Tina Lane	NCC1-071	12/31/2018	8/31/2020	20	21.5	24.78	532.77
248	Strachan, Kelly & Barbara	18280 W. Louise Drive	NCC1-377	12/31/2018	8/31/2020	20	21.5	24.78	532.77
249	Thompson, Nana Twum-Ampo	17989 W. Louise Drive	NCC1-095	12/31/2018	8/31/2020	20	21.5	24.78	532.77
250	Vazquez, Richard	17935 W. Louise Drive	NCC1-089	12/31/2018	8/31/2020	20	21.5	24.78	532.77
251	Gomez, Dora	18373 W. Ida Lane	NCC4-917	12/31/2018	8/31/2020	20	21.5	24.78	532.77
252	Grasso, Steven	18048 W. Louise Drive	NCC1-115	12/31/2018	8/31/2020	20	21.5	24.78	532.77
253	Paolinetti, Christian	17822 W. Tina Lane	NCC1-087	1/14/2019	8/31/2020	19	20.5	24.78	507.99
254	Rahn, Eric & Karla	18155 W. Via Montoya Dr	NCC1-296	1/16/2019	8/31/2020	19	20.5	24.78	507.99
255	White, Kevin	18229 W. Louise Drive	NCC1-384	1/16/2019	8/31/2020	19	20.5	24.78	507.99
256	Campbell Trust, Paula	18205 W. Louise Dr	NCC1-388	1/17/2019	8/31/2020	19	20.5	24.78	507.99
257	Gonzalez, Brian	18252 W. Ida Lane	NCC1-337	1/18/2019	8/31/2020	19	20.5	24.78	507.99
258	Trust, Harris Family	22012 N. 182nd Lane	NCC1-379	1/22/2019	8/31/2020	19	20.5	24.78	507.99
259	Peterson, Schae-Ann Like & Ch	18357 West Ida Lane	NCC4-919	1/22/2019	8/31/2020	19	20.5	24.78	507.99
260	Havener, Dylan & Jasmine	18380 W. Ida Lane	NCC4-933	1/23/2019	8/31/2020	19	20.5	24.78	507.99
261	Chavarria, David & Jill	18333 W. Ida Lane	NCC4-922	1/26/2019	8/31/2020	19	20.5	24.78	507.99
262	Thomas, Tarick	21884 N. 182nd Lane	NCC1-380	1/26/2019	8/31/2020	19	20.5	24.78	507.99
263	Gannon, Kelsey	17923 W. Louise Drive	NCC1-088	1/28/2019	8/31/2020	19	20.5	24.78	507.99
264	Cross, Stephanie & Jesse	22087 N. 181st Ave	NCC1-109	1/29/2019	8/31/2020	19	20.5	24.78	507.99
265	Enriquez, Jose Favela & Alejan	18069 W. Ida Lane	NCC1-137	1/30/2019	8/31/2020	19	20.5	24.78	507.99
266	Gallen, Christopher & Amanda	18255 W. Carlota Lane	NCC1-312	1/30/2019	8/31/2020	19	20.5	24.78	507.99
267	Gurney, Taylor & Casey	18340 W. Ida Lane	NCC4-928	1/31/2019	8/31/2020	19	20.5	24.78	507.99
268	Pulido, Jorge Espino & Marcelin	18245 W. Robin Lane	NCC1-195	1/31/2019	8/31/2020	19	20.5	24.78	507.99
269	Ansbach, Cody & Krystina	22095 N. 181st Ave	NCC1-139	1/31/2019	8/31/2020	19	20.5	24.78	507.99
270	Hilger, Scott	18364 W. Ida Lane	NCC4-931	1/31/2019	8/31/2020	19	20.5	24.78	507.99

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

	Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
271	Shaw, Serina & David	22446 N. 182nd Lane	NCC1-244	1/31/2019	8/31/2020	19	20.5	24.78	507.99
272	Koufos, Theo & Michele	18268 W. Louise Drive	NCC1-376	1/31/2019	8/31/2020	19	20.5	24.78	507.99
273	Calzadillas-Meekins, Randall	18349 W. Ida Lane	NCC4-920	1/31/2019	8/31/2020	19	20.5	24.78	507.99
274	Castrejon, Jose Cruz & Lilia	22174 N. 182nd Lane	NCC1-345	1/31/2019	8/31/2020	19	20.5	24.78	507.99
275	Macedo, Robert & Stephany	18372 W. Ida Lane	NCC4-932	1/31/2019	8/31/2020	19	20.5	24.78	507.99
276	Wedlow, Krystal & Lance	22434 N. 184th Lane	NCC6-1121	2/1/2019	8/31/2020	18	19.5	24.78	483.21
277	Perez, Jennifer & Efrain	18356 W. Ida Lane	NCC4-930	2/5/2019	8/31/2020	18	19.5	24.78	483.21
278	Bassett, Louis Grisius	18324 W. Ida Ln	NCC4-926	2/8/2019	8/31/2020	18	19.5	24.78	483.21
279	Lecaro, Alec O'Keefe & Danielle	18381 W. Ida Ln.	NCC4-916	2/8/2019	8/31/2020	18	19.5	24.78	483.21
280	Northrop, Gina	18080 W. Louise Drive	NCC1-111	2/8/2019	8/31/2020	18	19.5	24.78	483.21
281	Le, Yen	22108 N. 181st Ave	NCC1-140	2/12/2019	8/31/2020	18	19.5	24.78	483.21
282	Utwin, Donna & Michael	17988 W. Tina Lane	NCC1-080	2/14/2019	8/31/2020	18	19.5	24.78	483.21
283	Jepsen, Robert & Suzanne	18072 W. Louise Drive	NCC1-112	2/15/2019	8/31/2020	18	19.5	24.78	483.21
284	Milam-Morrison, Jadah	22278 N. 180th Drive	NCC1-164	2/15/2019	8/31/2020	18	19.5	24.78	483.21
285	Brasher, Vern	18085 W. Candelaria Drive	NCC1-169	2/19/2019	8/31/2020	18	19.5	24.78	483.21
286	Smothers, Ashlee	17957 W. Louise Drive	NCC1-092	2/19/2019	8/31/2020	18	19.5	24.78	483.21
287	Young, Alexander & Sydney	18057 W. Ida Lane	NCC1-135	2/19/2019	8/31/2020	18	19.5	24.78	483.21
288	Aponte, Terry	18014 W. Tina Lane	NCC1-077	2/20/2019	8/31/2020	18	19.5	24.78	483.21
289	Holtgrewe, Michael	18056 W. Ida Lane	NCC1-146	2/20/2019	8/31/2020	18	19.5	24.78	483.21
290	Cruz, Amanda & Taylor	22416 N. 184th Lane	NCC6-1120	2/20/2019	8/31/2020	18	19.5	24.78	483.21
291	Parker, Dylan & Dottie	18064 W. Louise Drive	NCC1-113	2/20/2019	8/31/2020	18	19.5	24.78	483.21
292	Allen, Lisa & Chris	22093 N. 181st Ave	NCC1-110	2/21/2019	8/31/2020	18	19.5	24.78	483.21
293	Arthur, Christine	18082 W. Ida Lane	NCC1-142	2/22/2019	8/31/2020	18	19.5	24.78	483.21
294	Loor, John & Susan	18463 W. Robin Lane	NCC6-1214	2/22/2019	8/31/2020	18	19.5	24.78	483.21
295	Vedder, Joshua	18063 W. Ida Lane	NCC1-136	2/22/2019	8/31/2020	18	19.5	24.78	483.21
296	Gallegos, Damian Burch & Shel	18219 W. Ida Lane	NCC1-355	2/23/2019	8/31/2020	18	19.5	24.78	483.21
297	Reese, Georgette & Oscar	18074 W. Ida Lane	NCC1-143	2/25/2019	8/31/2020	18	19.5	24.78	483.21
298	Arnette, Sean & Jaime	18412 W. Ida Lane	NCC4-937	2/26/2019	8/31/2020	18	19.5	24.78	483.21
299	McLean, Gene & Bridgette	18389 W. Ida Lane	NCC4-916	2/26/2019	8/31/2020	18	19.5	24.78	483.21
300	Miller, Tony & Tammy	18348 W. Ida Lane	NCC4-929	2/26/2019	8/31/2020	18	19.5	24.78	483.21
301	Brown, Garrett & Lorena	18244 W. Ida Lane	NCC1-336	2/28/2019	8/31/2020	18	19.5	24.78	483.21
302	Sota, Joseph	18047 W. Tina Lane	NCC1-060	2/28/2019	8/31/2020	18	19.5	24.78	483.21
303	Walker, John & Kimberly	18043 W. Ida Lane	NCC1-133	2/28/2019	8/31/2020	18	19.5	24.78	483.21
304	Plascencia, Alain & Amanda	18090 W. Ida Lane	NCC1-141	2/28/2019	8/31/2020	18	19.5	24.78	483.21
305	Smith, Joseph & Dakota	18050 W. Ida Lane	NCC1-147	3/4/2019	8/31/2020	17	18.5	24.78	458.43
306	De Leon, Jorge	18251 W. Ida Lane	NCC1-351	3/4/2019	8/31/2020	17	18.5	24.78	458.43
307	Montoya, Leonardo	18208 W. Foothill Drive	NCC1-187	3/5/2019	8/31/2020	17	18.5	24.78	458.43
308	BJB Trust, DMB Trust/	18316 W. Ida Lane	NCC4-925	3/6/2019	8/31/2020	17	18.5	24.78	458.43
309	Brikel, Lydia Madge & Blake	18062 W. Via Del Sol	NCC1-025	3/6/2019	8/31/2020	17	18.5	24.78	458.43
310	Dodds, Lawrence & Ana	22378 N. 184th Lane	NCC6-1175	3/6/2019	8/31/2020	17	18.5	24.78	458.43
311	Myers, Salvador Unale & Steph	18206 W. Via Montoya Dr	NCC1-273	3/7/2019	8/31/2020	17	18.5	24.78	458.43
312	Garza, Theodore Douthit & Den	18190 W. Ida Lane	NCC1-330	3/12/2019	8/31/2020	17	18.5	24.78	458.43
313	Noriega, Vincente	22330 N. 184th Lane	NCC6-1173	3/13/2019	8/31/2020	17	18.5	24.78	458.43
314	Meisenback-Martinez, Caman	17975 W. Louise Drive	NCC1-094	3/14/2019	8/31/2020	17	18.5	24.78	458.43
315	Holmdahl, Cheryl	18325 W. Ida Lane	NCC4-923	3/15/2019	8/31/2020	17	18.5	24.78	458.43

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

	Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
316	Amerson, Justin	18422 W. Ida Lane	NCC4-938	3/18/2019	8/31/2020	17	18.5	24.78	458.43
317	Rivera, Miguel & Alexandra	18082 W. Ida Lane	NCC1-145	3/19/2019	8/31/2020	17	18.5	24.78	458.43
318	Clark, Alicia Rojas & Amanda	18011 W. Ida Lane	NCC1-131	3/19/2019	8/31/2020	17	18.5	24.78	458.43
319	Assimakopoulos, Christopher &	18239 W. Carlot Lane	NCC1-314	3/21/2019	8/31/2020	17	18.5	24.78	458.43
320	Stankiewicz, Lidia	22218 N. 182nd Lane	NCC1-342	3/21/2019	8/31/2020	17	18.5	24.78	458.43
321	Bulatao, Emmerick & Kaila	18160 W. Ida Lane	NCC1-326	3/22/2019	8/31/2020	17	18.5	24.78	458.43
322	Beshore, Lynda Long & Tom	18388 W. Ida Lane	NCC4-934	3/26/2019	8/31/2020	17	18.5	24.78	458.43
323	Hay, Ryan & Sherri	18056 W. Louise Drive	NCC1-114	3/27/2019	8/31/2020	17	18.5	24.78	458.43
324	Vazquez, Danno O'Brien & Jacq	18445 W. Carlot Lane	NCC6-1165	3/27/2019	8/31/2020	17	18.5	24.78	458.43
325	Hague, Jerry & Heather	22040 N. 182nd Lane	NCC1-378	3/28/2019	8/31/2020	17	18.5	24.78	458.43
326	Kang, Harvinder & Hardeep	18257 W. Foothill Drive	NCC1-250	3/28/2019	8/31/2020	17	18.5	24.78	458.43
327	Capati, Ashleyamber Garcia & I	18003 W. Ida Lane	NCC1-130	3/28/2019	8/31/2020	17	18.5	24.78	458.43
328	Wright, John Dickinson & Karer	18498 W. Ida Lane	NCC4-948	3/28/2019	8/31/2020	17	18.5	24.78	458.43
329	Hart, Caleb Dejesus & Taylor	18227 W. Ida Lane	NCC1-354	3/29/2019	8/31/2020	17	18.5	24.78	458.43
330	Hill, Tony	18196 W. Carlot Lane	NCC1-303	3/29/2019	8/31/2020	17	18.5	24.78	458.43
331	Rodriguez, Rodrigo	18174 W. Ida Lane	NCC1-328	3/29/2019	8/31/2020	17	18.5	24.78	458.43
332	Carpenter, Mitchell & Hailey	18099 W. Carlot Lane	NCC1-154	3/29/2019	8/31/2020	17	18.5	24.78	458.43
333	Leiler, Dennis & Melissa	18187 W. Carlot Lane	NCC1-322	3/29/2019	8/31/2020	17	18.5	24.78	458.43
334	Mesa, Amairany & Joseph	18014 W. Louise Drive	NCC1-118	3/29/2019	8/31/2020	17	18.5	24.78	458.43
335	Wagner, Jennie & Curtis	18188 W. Ida Lane	NCC1-327	3/29/2019	8/31/2020	17	18.5	24.78	458.43
336	Ware Family Living Trust, Robe	18075 W. Ida Lane	NCC1-138	3/29/2019	8/31/2020	17	18.5	24.78	458.43
337	Dixon, Zackary	18033 W. Via Del Sol	NCC1-012	3/29/2019	8/31/2020	17	18.5	24.78	458.43
338	Wertz, Robert Westerman & Br	18151 W. Carlot Lane	NCC1-324	3/29/2019	8/31/2020	17	18.5	24.78	458.43
339	Olson, William	18182 W. Ida Lane	NCC1-329	3/29/2019	8/31/2020	17	18.5	24.78	458.43
340	Wybourn, Stephen & Jan	18235 W. Ida Lane	NCC1-353	3/29/2019	8/31/2020	17	18.5	24.78	458.43
341	Rogers, Jacyln & Cody	18068 W. Ida Lane	NCC1-144	4/1/2019	8/31/2020	16	17.5	24.78	433.65
342	Coleman, Lou Anne	22258 N. 184th Lane	NCC6-1170	4/3/2019	8/31/2020	16	17.5	24.78	433.65
343	Estrada, Zulema	18021 W. Louise Drive	NCC1-089	4/9/2019	8/31/2020	16	17.5	24.78	433.65
344	Evans, Jermaine	18022 W. Louise Drive	NCC1-117	4/9/2019	8/31/2020	16	17.5	24.78	433.65
345	Simons, Brandon & Joanna	18231 W. Carlot Lane	NCC1-315	4/10/2019	8/31/2020	16	17.5	24.78	433.65
346	Eiler, Andrew	22230 N. 182nd Lane	NCC1-341	4/10/2019	8/31/2020	16	17.5	24.78	433.65
347	Root, Justin	18006 W. Louise Drive	NCC1-119	4/12/2019	8/31/2020	16	17.5	24.78	433.65
348	Case, Holly	18019 W. Ida Lane	NCC1-132	4/12/2019	8/31/2020	16	17.5	24.78	433.65
349	Gonzalez, Enrique	18236 W. Ida Lane	NCC1-335	4/15/2019	8/31/2020	16	17.5	24.78	433.65
350	Burns, Gary Estep & Brenda	18317 W. Ida Lane	NCC4-924	4/18/2019	8/31/2020	16	17.5	24.78	433.65
351	Hanton, Chantel & Nickolas	17958 W. Louise Drive	NCC1-124	4/23/2019	8/31/2020	16	17.5	24.78	433.65
352	Riddle, Danny	18327 W. Tina Lane	NCC4-888	4/23/2019	8/31/2020	16	17.5	24.78	433.65
353	Huckaby, Michelle Bell & Kelley	17987 W. Ida Lane	NCC1-128	4/23/2019	8/31/2020	16	17.5	24.78	433.65
354	Niutei, Taniela & Amber	18332 W. Ida Lane	NCC4-927	4/23/2019	8/31/2020	16	17.5	24.78	433.65
355	Gonzalez, Jameel Yousif & Cas	17973 W. Ida Lane	NCC1-127	4/24/2019	8/31/2020	16	17.5	24.78	433.65
356	Hornbuckle, Rachael Herbert &	17961 W. Ida Lane	NCC1-126	4/25/2019	8/31/2020	16	17.5	24.78	433.65
357	Conner, Donald & Cheryl	22432 N. 182nd Lane	NCC1-245	4/26/2019	8/31/2020	16	17.5	24.78	433.65
358	Kilpatrick, Jackie & Shawn	18213 W. Robin Lane	NCC1-199	4/29/2019	8/31/2020	16	17.5	24.78	433.65
359	Campos, Stephanie & David	18205 W. Robin Lane	NCC1-200	4/29/2019	8/31/2020	16	17.5	24.78	433.65
360	Penalosa, Christopher Wilson	822354 N. 184th Lane	NCC6-1174	4/29/2019	8/31/2020	16	17.5	24.78	433.65

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361	Halleck, Brian & Yuki	17976 W. Louise Drive	NCC1-122	4/30/2019	8/31/2020	16	17.5	24.78	433.65
362	Lancaster, Clint & Shannon	22306 N. 184th Lane	NCC8-1172	4/30/2019	8/31/2020	16	17.5	24.78	433.65
363	Sulu, Amber Fris & Harding	18051 W. Ida Lane	NCC1-134	4/30/2019	8/31/2020	16	17.5	24.78	433.65
364	Tinkmell, Bruce & Florence	18163 W. Via Montoya Drive	NCC1-294	4/30/2019	8/31/2020	16	17.5	24.78	433.65
365	Patton, Dewitt & Rhonda	17990 W. Louise Drive	NCC1-121	4/30/2019	8/31/2020	16	17.5	24.78	433.65
366	Santos, Andrea Molina & Patric	18170 W. Via Montoya Drive	NCC1-269	5/3/2019	8/31/2020	15	16.5	24.78	408.87
367	Kennedy, Michael & Kaitlin	17995 W. Ida Lane	NCC1-129	5/3/2019	8/31/2020	15	16.5	24.78	408.87
368	Crock, Maurice & Rachael	18473 W. Carlota Lane	NCC6-1168	5/6/2019	8/31/2020	15	16.5	24.78	408.87
369	Murray, Phillip & Lisa	18341 W. Ida Lane	NCC4-921	5/6/2019	8/31/2020	15	16.5	24.78	408.87
370	Yang, Daniel	22282 N. 184th Lane	NCC6-1171	5/7/2019	8/31/2020	15	16.5	24.78	408.87
371	Maynard, Caroline	17955 W. Ida Lane	NCC1-125	5/8/2019	8/31/2020	15	16.5	24.78	408.87
372	Castaneda, Derek	18159 W. Carlota Lane	NCC1-323	5/9/2019	8/31/2020	15	16.5	24.78	408.87
373	Gonzalez, Jesse	17998 W. Louise Drive	NCC1-120	5/10/2019	8/31/2020	15	16.5	24.78	408.87
374	Painter, Ricky & Tami	18455 W. Robin Lane	NCC6-1213	5/16/2019	8/31/2020	15	16.5	24.78	408.87
375	Martinez, Joshua	18343 W. Tina Lane	NCC4-866	5/20/2019	8/31/2020	15	16.5	24.78	408.87
376	Spinker, Justin & Pam	18351 W. Tina Lane	NCC4-865	5/22/2019	8/31/2020	15	16.5	24.78	408.87
377	Shaw, Mark & Susan	18216 W. Tina Lane	NCC1-400	5/23/2019	8/31/2020	15	16.5	24.78	408.87
378	Black, John & Linda	18180 W. Carlota Lane	NCC1-301	5/24/2019	8/31/2020	15	16.5	24.78	408.87
379	Starks, Rosalyn	18229 W. Robin Lane	NCC1-197	5/28/2019	8/31/2020	15	16.5	24.78	408.87
380	Ewing, Cora Lee Krc & Ian	18350 W. Tina Lane	NCC4-875	5/29/2019	8/31/2020	15	16.5	24.78	408.87
381	Martinez, Athina	18040 W. Louise Drive	NCC1-118	5/30/2019	8/31/2020	15	16.5	24.78	408.87
382	Vanasse, Jeffrey & Thomas	18020 W. Tina Lane	NCC1-076	5/31/2019	8/31/2020	15	16.5	24.78	408.87
383	Simpson, John & Hannah	18342 W. Tina Lane	NCC4-874	6/3/2019	8/31/2020	14	15.5	24.78	384.09
384	McCrite, Jason & Nicole	18248 W. Carlota Lane	NCC1-308	6/4/2019	8/31/2020	14	15.5	24.78	384.09
385	Jones, James & Jane	18467 W. Carlota Lane	NCC8-1167	6/5/2019	8/31/2020	14	15.5	24.78	384.09
386	Robinson, TaiTiana Thomas &	17964 W. Louise Drive	NCC1-123	6/6/2019	8/31/2020	14	15.5	24.78	384.09
387	Gutierrez, Kurt Owens & Robert	17991 W. Via Del Sol	NCC1-007	6/12/2019	8/31/2020	14	15.5	24.78	384.09
388	Hargis, Carl	17979 W. Via Del Sol	NCC1-006	6/13/2019	8/31/2020	14	15.5	24.78	384.09
389	Hendrix, Eugene & Terri	18245 W. Via Montoya Drive	NCC1-285	6/14/2019	8/31/2020	14	15.5	24.78	384.09
390	Jones, Jennifer	17992 W. Via Del Sol	NCC1-033	6/14/2019	8/31/2020	14	15.5	24.78	384.09
391	Molinar, Heather & Kyle	18179 W. Ida Lane	NCC1-358	6/14/2019	8/31/2020	14	15.5	24.78	384.09
392	Valadez, Kenneth Goodman &	22390 N. 182nd Lane	NCC1-248	6/17/2019	8/31/2020	14	15.5	24.78	384.09
393	Obeso, Lionel Rivera & Georgir	18358 W. Tina Lane	NCC4-876	6/17/2019	8/31/2020	14	15.5	24.78	384.09
394	Gidion, Helen & Caleb	17967 W. Via Del Sol	NCC1-005	6/17/2019	8/31/2020	14	15.5	24.78	384.09
395	Galarza, Hector & Amie	18243 W. Ida Lane	NCC1-352	6/21/2019	8/31/2020	14	15.5	24.78	384.09
396	Green, Ryan & Creshina	17989 W. Tina Lane	NCC1-054	6/21/2019	8/31/2020	14	15.5	24.78	384.09
397	Hoekstra, Allison Price & Timott	18207 W. Via Montoya Drive	NCC1-289	6/24/2019	8/31/2020	14	15.5	24.78	384.09
398	Lohse, Joshua & Becky	18247 W. Carlota Lane	NCC1-313	6/24/2019	8/31/2020	14	15.5	24.78	384.09
399	Tena, Rafael	22468 N. 184th Lane	NCC8-1123	6/26/2019	8/31/2020	14	15.5	24.78	384.09
400	Sidenstick, Steven	18335 W. Tina Lane	NCC4-867	6/28/2019	8/31/2020	14	15.5	24.78	384.09
401	Splattstoesser, Brett Moan & Gi	18253 W. Robin Lane	NCC1-194	6/28/2019	8/31/2020	14	15.5	24.78	384.09
402	Wong, Hector	18221 W. Robin Lane	NCC1-198	6/28/2019	8/31/2020	14	15.5	24.78	384.09
403	Young, Christopher	18256 W. Foothill Drive	NCC1-193	6/28/2019	8/31/2020	14	15.5	24.78	384.09
404	Adams, Scott Livingston & Wen	22494 N. 184th Lane	NCC6-1124	7/2/2019	8/31/2020	13	14.5	24.78	359.31
405	Kopp, Sharon	18415 W. Carlota Lane	NCC6-1162	7/3/2019	8/31/2020	13	14.5	24.78	359.31

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406	Darby, Olivia Banister & Robert	18139 W. Ida Lane	NCC1-363	7/3/2019	8/31/2020	13	14.5	24.78	359.31
407	Jahn, Jeremy & Jennifer	18164 West Carlota Lane	NCC1-299	7/5/2019	8/31/2020	13	14.5	24.78	359.31
408	Feaster, Ronald & Teresa	22234 N. 184th Lane	NCC6-1169	7/5/2019	8/31/2020	13	14.5	24.78	359.31
409	Boume, Alissa	17986 W. Via Del Sol	NCC1-034	7/9/2019	8/31/2020	13	14.5	24.78	359.31
410	Romero, Jason & Deanna	17977 W. Tina Lane	NCC1-053	7/16/2019	8/31/2020	13	14.5	24.78	359.31
411	Chavez, Kayla Sonju & Joel	17974 W. Via Del Sol	NCC1-035	7/17/2019	8/31/2020	13	14.5	24.78	359.31
412	Burbey, Shane & Ahna	18437 W. Carlota Lane	NCC6-1164	7/19/2019	8/31/2020	13	14.5	24.78	359.31
413	Marshall, Craig & Wendy	18171 W. Ida Lane	NCC1-359	7/23/2019	8/31/2020	13	14.5	24.78	359.31
414	Nevarez, Manolo & Claudia	22452 N. 184th Lane	NCC6-1122	7/24/2019	8/31/2020	13	14.5	24.78	359.31
415	Elvey, Earl	22510 N. 184th Lane	NCC6-1125	7/25/2019	8/31/2020	13	14.5	24.78	359.31
416	Aldridge, Cody & Britiany	18087 W. Carlota Lane	NCC1-153	7/26/2019	8/31/2020	13	14.5	24.78	359.31
417	Blanton, Kelly & Takesisha	18194 W. Via Montoya Drive	NCC1-272	7/26/2019	8/31/2020	13	14.5	24.78	359.31
418	Opsahl, Cynthia & Richard	18466 W. Carlota Lane	NCC6-1176	7/26/2019	8/31/2020	13	14.5	24.78	359.31
419	Chavarria, Faustino	18163 W. Ida Lane	NCC1-360	8/2/2019	8/31/2020	12	13.5	24.78	334.53
420	Lucas, Joseph Yarema & Becci	18233 W. Foothill Drive	NCC1-253	8/5/2019	8/31/2020	12	13.5	24.78	334.53
421	Ruiz, Arthur & Nancy	22290 N. 180th Drive	NCC1-165	8/8/2019	8/31/2020	12	13.5	24.78	334.53
422	Burnett, Brandon Foote & Ashle	18191 W. Carlota Lane	NCC1-319	8/8/2019	8/31/2020	12	13.5	24.78	334.53
423	Tapia, Samuel & Theresa	18147 W. Ida Lane	NCC1-362	8/8/2019	8/31/2020	12	13.5	24.78	334.53
424	Van Tussenbroek, Devin	18175 W. Carlota Lane	NCC1-321	8/9/2019	8/31/2020	12	13.5	24.78	334.53
425	Pelto, John	18048 W. Carlota Lane	NCC1-163	8/13/2019	8/31/2020	12	13.5	24.78	334.53
426	Godby, Samad	18237 W. Robin Lane	NCC1-198	8/13/2019	8/31/2020	12	13.5	24.78	334.53
427	Brownlow, Stephen & Britiany	18187 W. Ida Lane	NCC1-357	8/14/2019	8/31/2020	12	13.5	24.78	334.53
428	Topaz, Susan	18320 W. Tina Lane	NCC4-871	8/1/2017	8/31/2020	36	37.5	24.78	929.25
429	Hirsch, Kristen Lask & Brandon	22348 N. 180th Drive	NCC1-174	8/15/2019	8/31/2020	12	13.5	24.78	334.53
430	Chenoweth, Kevin	18107 W. Carlota Lane	NCC1-155	8/15/2019	8/31/2020	12	13.5	24.78	334.53
431	Huiting, Robert & Petrina	18423 W. Carlota Lane	NCC6-1163	8/20/2019	8/31/2020	12	13.5	24.78	334.53
432	White, Dustin	18253 W. Louise Drive	NCC1-382	8/20/2019	8/31/2020	12	13.5	24.78	334.53
433	Haney, Kelley & Traci	18198 W. Ida Lane	NCC1-331	8/23/2019	8/31/2020	12	13.5	24.78	334.53
434	Pothoff, Nolan & Alisha	18097 W. Candelaria Drive	NCC1-170	8/23/2019	8/31/2020	12	13.5	24.78	334.53
435	Burzynski, Matthew & Mallory	22548 N. 184th Lane	NCC6-1127	8/26/2019	8/31/2020	12	13.5	24.78	334.53
436	Stinson, Robert	18195 W. Via Montoya Drive	NCC1-290	8/26/2019	8/31/2020	12	13.5	24.78	334.53
437	Family Trust, Heath	18195 W. Ida Lane	NCC1-356	8/26/2019	8/31/2020	12	13.5	24.78	334.53
438	Mendoza, Christopher & Gabrie	22528 N. 184th Lane	NCC6-1126	8/27/2019	8/31/2020	12	13.5	24.78	334.53
439	Doherty, Alan & Debra	18152 W. Ida Lane	NCC1-325	8/28/2019	8/31/2020	12	13.5	24.78	334.53
440	Weaver, Lora	18155 W. Ida Lane	NCC1-361	8/28/2019	8/31/2020	12	13.5	24.78	334.53
441	Kennedy, Joseph & Logan	18156 W. Via Montoya Drive	NCC1-267	8/29/2019	8/31/2020	12	13.5	24.78	334.53
442	Hines, Zachary Olson & Maken	18183 W. Carlota Way	NCC1-320	8/30/2019	8/31/2020	12	13.5	24.78	334.53
443	Watson, Harold	18172 W. Carlota Lane	NCC1-300	8/30/2019	8/31/2020	12	13.5	24.78	334.53
444	Westlund, Jared & Alexandria	18248 W. Foothill Drive	NCC1-192	8/30/2019	8/31/2020	12	13.5	24.78	334.53
445	Pedroza, Rafael & Vanessa	18076 W. Carlota Lane	NCC1-160	8/30/2019	8/31/2020	12	13.5	24.78	334.53
446	Rogers, Reginald	18237 W. Via Montoya Drive	NCC1-286	9/3/2019	8/31/2020	11	12.5	24.78	309.75
447	James, Jared Bibbee & Katalin	18472 W. Williams Road	NCC6-1128	9/6/2019	8/31/2020	11	12.5	24.78	309.75
448	Laufer, Brandon	18414 W. Carlota Lane	NCC6-1181	9/10/2019	8/31/2020	11	12.5	24.78	309.75
449	Polanco, Brianda & Willis	18326 W. Tina Lane	NCC4-872	8/1/2017	8/31/2020	36	37.5	24.78	929.25
450	Maher, Michelle	18264 W. Tina Lane	NCC1-404	8/1/2017	8/31/2020	36	37.5	24.78	929.25

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

	Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
451	Vergara, Bryan	18092 W. Carlota Lane	NCC1-158	9/13/2019	8/31/2020	11	12.5	24.78	309.75
452	Zarobell, Therese & Robert	18216 W. Foothills Drive	NCC1-188	9/13/2019	8/31/2020	11	12.5	24.78	309.75
453	Garrison, Joseph & Shannon	18429 W. Robin Lane	NCC6-1211	9/13/2019	8/31/2020	11	12.5	24.78	309.75
454	Baumann, Harry & Victoria	18199 W. Carlota Lane	NCC1-318	9/16/2019	8/31/2020	11	12.5	24.78	309.75
455	Vanasse, Clarissa & Jacob	18240 W. Tina Lane	NCC1-402	9/16/2019	8/31/2020	11	12.5	24.78	309.75
456	Pignata, Melissa & Christian	18149 W. Foothill Drive	NCC1-262	9/17/2019	8/31/2020	11	12.5	24.78	309.75
457	Pry, Phillip & Candice	18253 W. Via Montoya Drive	NCC1-284	9/18/2019	8/31/2020	11	12.5	24.78	309.75
458	Werner, Steve & Jennifer	22434 N. 180th Drive	NCC1-178	9/18/2019	8/31/2020	11	12.5	24.78	309.75
459	Quintana, Isaac	18165 W. Foothill Drive	NCC1-280	9/20/2019	8/31/2020	11	12.5	24.78	309.75
460	Roberto, Jeffery Dupree & Jenn	18071 W. Carlota Lane	NCC1-151	9/20/2019	8/31/2020	11	12.5	24.78	309.75
461	Chayrez, Johnny & Michelle	18261 W. Via Montoya Drive	NCC1-283	9/20/2019	8/31/2020	11	12.5	24.78	309.75
462	Villarreal, Robert & Jeri	18228 W. Tina Lane	NCC1-401	9/20/2019	8/31/2020	11	12.5	24.78	309.75
463	Qeseshaq, Rodi Al	17997 W. Via Del Sol	NCC1-008	9/23/2019	8/31/2020	11	12.5	24.78	309.75
464	Sharp, Kaley & Ryan	18441 W. Robin Lane	NCC6-1212	9/23/2019	8/31/2020	11	12.5	24.78	309.75
465	Kwaad, Kyle & Kaitlyn	18459 W. Carlota Lane	NCC6-1166	9/23/2019	8/31/2020	11	12.5	24.78	309.75
466	Miller, William & Nancy	18460 W. Williams Road	NCC6-1129	9/24/2019	8/31/2020	11	12.5	24.78	309.75
467	Elgas, Ryan & Samantha	18393 W. Robin Lane	NCC6-1208	9/24/2019	8/31/2020	11	12.5	24.78	309.75
468	Christman, Terrance	18240 W. Foothill Drive	NCC1-181	9/25/2019	8/31/2020	11	12.5	24.78	309.75
469	Clark, Rebecca & Cameron	18186 W. Via Montoya Drive	NCC1-271	9/25/2019	8/31/2020	11	12.5	24.78	309.75
470	Stevenson, Lilian Vargas & Lizz	18057 W. Carlota Lane	NCC1-149	9/26/2019	8/31/2020	11	12.5	24.78	309.75
471	Loesing, Jared	18084 W. Carlota Way	NCC1-159	9/26/2019	8/31/2020	11	12.5	24.78	309.75
472	Crow, Angela	18056 W. Carlota Lane	NCC1-162	9/27/2019	8/31/2020	11	12.5	24.78	309.75
473	Pryce, Ashley & Justin	18065 W. Carlota Lane	NCC1-150	9/30/2019	8/31/2020	11	12.5	24.78	309.75
474	Leyva, Luis	18131 W. Ida Lane	NCC1-364	9/30/2019	8/31/2020	11	12.5	24.78	309.75
475	Medeiros, Deborah & Dana	18108 W. Carlota Lane	NCC1-156	9/30/2019	8/31/2020	11	12.5	24.78	309.75
476	Gunzenhauser, Jordan & Kaitlin	18264 W. Carlota Lane	NCC1-310	9/30/2019	8/31/2020	11	12.5	24.78	309.75
477	Casey, Sean & Sondra	18381 W. Robin Lane	NCC6-1207	10/4/2019	8/31/2020	10	11.5	24.78	284.97
478	Pomras, Derick & Jessica	18265 W. Louise Drive	NCC1-381	10/4/2019	8/31/2020	10	11.5	24.78	284.97
479	Jamison, Juanita	18064 W. Carlota Lane	NCC1-161	10/11/2019	8/31/2020	10	11.5	24.78	284.97
480	Alves, Megan & Christopher	18160 W. Foothill Drive	NCC1-183	10/15/2019	8/31/2020	10	11.5	24.78	284.97
481	Blackham, Eric & Lacey	18079 W. Carlota Lane	NCC1-152	10/15/2019	8/31/2020	10	11.5	24.78	284.97
482	Walton, Drew Gumm & Courtney	18444 W. Carlota Lane	NCC6-1178	10/15/2019	8/31/2020	10	11.5	24.78	284.97
483	Miller, Matthew	17965 W. Tina Lane	NCC1-052	10/16/2019	8/31/2020	10	11.5	24.78	284.97
484	Kelley, Justin	22418 N. 182nd Lane	NCC1-246	10/21/2019	8/31/2020	10	11.5	24.78	284.97
485	Kohn, David	18209 W. Foothill Dr.	NCC1-255	10/22/2019	8/31/2020	10	11.5	24.78	284.97
486	Hull, Brooke & Andrew	18232 W. Foothill Drive	NCC1-190	10/24/2019	8/31/2020	10	11.5	24.78	284.97
487	Hernandez, Jolene & Esteban	18176 W. Foothill Drive	NCC1-185	10/25/2019	8/31/2020	10	11.5	24.78	284.97
488	Rodriguez, Barbara	18238 W. Via Montoya Drive	NCC1-276	10/25/2019	8/31/2020	10	11.5	24.78	284.97
489	Bolton, Blaine Shrum & Tori	18197 W. Foothill Drive	NCC1-258	10/25/2019	8/31/2020	10	11.5	24.78	284.97
490	Brown, Ian & Angela	18054 W. Via Del Sol	NCC1-026	10/25/2019	8/31/2020	10	11.5	24.78	284.97
491	Thompson, Shawn England & E	18458 W. Carlota Lane	NCC6-1177	10/25/2019	8/31/2020	10	11.5	24.78	284.97
492	Bliss, Howard Walker & Sarah	18184 W. Foothill Drive	NCC1-186	10/29/2019	8/31/2020	10	11.5	24.78	284.97
493	Brenner, Kevin	18436 W. W. Carlota Lane	NCC6-1179	10/28/2019	8/31/2020	10	11.5	24.78	284.97
494	Flemming, Travis	18146 W. Foothill Drive	NCC1-181	10/28/2019	8/31/2020	10	11.5	24.78	284.97
495	Key, Steven & Heather	18164 W. Via Montoya Drive	NCC1-268	10/31/2019	8/31/2020	10	11.5	24.78	284.97

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

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496	Sterling, Matthew	18173 W. Foothill Drive	NCC1-259	10/31/2019	8/31/2020	10	11.5	24.78	284.97
497	Stroup, Jacqueline	18252 W. Tina Lane	NCC1-403	8/1/2017	8/31/2020	38	37.5	24.78	929.25
498	Mendoza, Jonathan	18154 W. Foothill Drive	NCC1-182	10/31/2019	8/31/2020	10	11.5	24.78	284.97
499	Dunham, Dedrea	18241 W. Foothill Drive	NCC1-252	10/31/2019	8/31/2020	10	11.5	24.78	284.97
500	Swindig, Kyle & Erin	18454 W. Williams Road	NCC6-1130	11/1/2019	8/31/2020	9	10.5	24.78	260.19
501	Whipple, Brent & Jennifer	18409 W. Robin Lane	NCC6-1209	11/8/2019	8/31/2020	9	10.5	24.78	260.19
502	Pomeroy, Michael & Patricia	18417 W. Robin Lane	NCC6-1210	11/8/2019	8/31/2020	9	10.5	24.78	260.19
503	Bliss, Larissa	18204 W. Robin Lane	NCC1-235	11/14/2019	8/31/2020	9	10.5	24.78	260.19
504	Montoya, Jose Morales Rodrigu	18465 W. Foothill Drive	NCC6-1197	11/15/2019	8/31/2020	9	10.5	24.78	260.19
505	Phoenix LP, IH6 Property	22316 N. 180th Drive	NCC1-167	11/15/2019	8/31/2020	9	10.5	24.78	260.19
506	Castro, Areli	18098 W. Carota Lane	NCC1-157	11/19/2019	8/31/2020	9	10.5	24.78	260.19
507	Montoya, Anthony	18228 W. Robin Lane	NCC1-238	11/19/2019	8/31/2020	9	10.5	24.78	260.19
508	Peterson, Kai	18464 W. Foothill Drive	NCC6-1198	11/19/2019	8/31/2020	9	10.5	24.78	260.19
509	Garcia Rocha, Hermilo	18151 W. Robin Lane	NCC1-205	11/20/2019	8/31/2020	9	10.5	24.78	260.19
510	Peterson, Roger & Tammy	18135 W. Robin Lane	NCC1-207	11/20/2019	8/31/2020	9	10.5	24.78	260.19
511	Phoenix L.P., IH6 Property	18240 W. Carota Lane	NCC1-307	11/22/2019	8/31/2020	9	10.5	24.78	260.19
512	Szafarek, Arthur & Marianne	18157 W. Foothill Drive	NCC1-261	11/26/2019	8/31/2020	9	10.5	24.78	260.19
513	Price, Charles & Kathleen	18236 W. Robin Lane	NCC1-239	11/27/2019	8/31/2020	9	10.5	24.78	260.19
514	Price, Jacob Uzarraga & Rache	18244 W. Robin Lane	NCC1-240	11/27/2019	8/31/2020	9	10.5	24.78	260.19
515	Barrett, Dustin & Jennifer	17959 W. Via Del Sol	NCC1-004	11/27/2019	8/31/2020	9	10.5	24.78	260.19
516	Boren, Ellison & Gary	18420 W. Williams Road	NCC6-1133	11/27/2019	8/31/2020	9	10.5	24.78	260.19
517	Klein, Kyle & Staci	18268 W. Robin Lane	NCC1-243	11/27/2019	8/31/2020	9	10.5	24.78	260.19
518	Levers, David & Lindsay	18220 W. Robin Lane	NCC1-237	11/27/2019	8/31/2020	9	10.5	24.78	260.19
519	Martinez, Luis & Rita	17953 W. Tina Lane	NCC1-051	11/27/2019	8/31/2020	9	10.5	24.78	260.19
520	Embleton, Kathryn & Godi	18432 W. Williams Road	NCC6-1132	11/27/2019	8/31/2020	9	10.5	24.78	260.19
521	Vore, Charles & Gayla	18422 W. Carota Lane	NCC6-1180	12/4/2019	8/31/2020	8	9.5	24.78	235.41
522	Westling, Christopher & Koryn	18394 W. Foothill Drive	NCC6-1205	12/4/2019	8/31/2020	8	9.5	24.78	235.41
523	George, Jeffery	18222 W. Via Montoya Drive	NCC1-274	12/6/2019	8/31/2020	8	9.5	24.78	235.41
524	Foland, Ryan Hofer & Brooke	18378 W. Williams Road	NCC6-1136	12/6/2019	8/31/2020	8	9.5	24.78	235.41
525	Ady, Stacey	17947 W. Tina Lane	NCC1-050	12/9/2019	8/31/2020	8	9.5	24.78	235.41
526	Quash, Bernadette	17980 W. Via Del Sol	NCC1-036	12/9/2019	8/31/2020	8	9.5	24.78	235.41
527	Henry, Shermeka	22246 N. 182nd Lane	NCC1-340	12/9/2019	8/31/2020	8	9.5	24.78	235.41
528	Martinez, Scotty & Kristopher	18183 W. Robin Lane	NCC1-201	12/9/2019	8/31/2020	8	9.5	24.78	235.41
529	Rivera, Tyzick & Kadie	18454 W. Robin Lane	NCC6-1216	12/13/2019	8/31/2020	8	9.5	24.78	235.41
530	Bertram, Landon	18215 W. Williams Road	NCC1-233	12/13/2019	8/31/2020	8	9.5	24.78	235.41
531	Klein, Kristin & Dennis	18260 W. Robin Lane	NCC1-242	12/13/2019	8/31/2020	8	9.5	24.78	235.41
532	Cates, Austin	18175 W. Robin Lane	NCC1-202	12/13/2019	8/31/2020	8	9.5	24.78	235.41
533	Finnell, Mark & Savannah	17819 W. Via De Luna Drive	NCC12-508	12/13/2019	8/31/2020	8	9.5	24.78	235.41
534	Amerson, Sean	18049 W. Carota Lane	NCC1-148	12/16/2019	8/31/2020	8	9.5	24.78	235.41
535	Mariani, Amanda	17633 W. Via De Luna Drive	NCC12-510	12/17/2019	8/31/2020	8	9.5	24.78	235.41
536	Higgins, Angela & Robert	18159 W. Robin Lane	NCC1-204	12/18/2019	8/31/2020	8	9.5	24.78	235.41
537	Smith, Lindsey	18446 W. Williams Road	NCC6-1131	12/18/2019	8/31/2020	8	9.5	24.78	235.41
538	Torres, Amanda	17641 W. Via De Luna Drive	NCC12-511	12/18/2019	8/31/2020	8	9.5	24.78	235.41
539	May, Steven	18255 W. Williams Road	NCC1-228	12/19/2019	8/31/2020	8	9.5	24.78	235.41
540	Hampton, Dawn	18224 W. Foothill Drive	NCC1-189	12/20/2019	8/31/2020	8	9.5	24.78	235.41

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541	Rapier, Jacob & Kaitlin	18167 W. Robin Lane	NCC1-203	12/20/2019	8/31/2020	8	9.5	24.78	235.41
542	White, Kyle & Shelby	18229 W. Via Montoya Drive	NCC1-287	12/20/2019	8/31/2020	8	9.5	24.78	235.41
543	Van Loo, Kristina	18252 W. Robin Lane	NCC1-241	12/23/2019	8/31/2020	8	9.5	24.78	235.41
544	Sabala, Robert & Erica	18443 W. Foothill Drive	NCC6-1195	12/27/2019	8/31/2020	8	9.5	24.78	235.41
545	Bradshaw, Lisa	18314 W. Tina Lane	NCC4-870	12/27/2019	8/31/2020	8	9.5	24.78	235.41
546	Dexter, Derek	18231 W. Williams Road	NCC1-231	12/27/2019	8/31/2020	8	9.5	24.78	235.41
547	Bolton, John & Rita	18334 W. Tina Lane	NCC4-873	12/30/2019	8/31/2020	8	9.5	24.78	235.41
548	Kumlong, Kevin	18168 W. Foothill Drive	NCC1-184	12/30/2019	8/31/2020	8	9.5	24.78	235.41
549	Davis, Phillis	18246 W. Via Montoya Drive	NCC1-277	12/30/2019	8/31/2020	8	9.5	24.78	235.41
550	Hoffmann, Christopher & Allie	18308 W. Tina Lane	NCC4-869	12/31/2019	8/31/2020	8	9.5	24.78	235.41
551	Cleary, Brian & Laura	17618 W. Via De Luna Drive	NCC12-531	12/31/2019	8/31/2020	8	9.5	24.78	235.41
552	Cristobal, Javier Hernandez & C	17626 W. Via De Luna Drive	NCC12-530	12/31/2019	8/31/2020	8	9.5	24.78	235.41
553	Mitchell, Mark	18249 W. Foothills Drive	NCC1-251	12/31/2019	8/31/2020	8	9.5	24.78	235.41
554	Dority, Jared & Misty	22553 N. 183rd Lane	NCC6-1137	12/31/2019	8/31/2020	8	9.5	24.78	235.41
555	Milbauer, David	18224 W. Carlota Lane	NCC1-305	1/9/2020	8/31/2020	7	8.5	24.78	210.63
556	Mackenzie, Justin & Kourtney	17634 W. Via De Luna Drive	NCC12-529	1/10/2020	8/31/2020	7	8.5	24.78	210.63
557	Garibay, Angel & Lauren	17625 W. Via De Luna Drive	NCC12-509	1/10/2020	8/31/2020	7	8.5	24.78	210.63
558	Austin, Delfino & Gina	18230 W. Williams Road	NCC1-218	1/13/2020	8/31/2020	7	8.5	24.78	210.63
559	Whitman, Samuel & Joyce	17842 W. Via Del Luna Drive	NCC12-528	1/13/2020	8/31/2020	7	8.5	24.78	210.63
560	Cummings, Christina & Stefanie	17850 W. Via De Luna Drive	NCC12-527	1/15/2020	8/31/2020	7	8.5	24.78	210.63
561	Patterson, Drew & Britney	18279 W. Williams Road	NCC1-225	1/15/2020	8/31/2020	7	8.5	24.78	210.63
562	Nieb, Brandon	22448 N. 180th Dr	NCC1-208	1/21/2020	8/31/2020	7	8.5	24.78	210.63
563	Pascolini, Louis & Cammie	18254 W. Via Montoya Drive	NCC1-278	1/21/2020	8/31/2020	7	8.5	24.78	210.63
564	Sutton, Zachary Harback & San	17892 W. Via De Luna Drive	NCC12-521	1/22/2020	8/31/2020	7	8.5	24.78	210.63
565	Garcia, Ignacio & Alyx	17674 W. Via De Luna Drive	NCC12-524	1/22/2020	8/31/2020	7	8.5	24.78	210.63
566	Ballesteros, Julian	17686 W. Via De Luna Drive	NCC12-522	1/24/2020	8/31/2020	7	8.5	24.78	210.63
567	Balaci, Thomas	18178 W. Via Montoya Drive	NCC1-270	1/27/2020	8/31/2020	7	8.5	24.78	210.63
568	Sager, Michael & Denise	17668 W. Via De Luna Drive	NCC12-525	1/28/2020	8/31/2020	7	8.5	24.78	210.63
569	Pollin, Joseph	18271 W. Williams Road	NCC1-226	1/29/2020	8/31/2020	7	8.5	24.78	210.63
570	Deane, Laura	18596 W. Carlota Lane	NCC5-953	2/4/2020	8/31/2020	6	7.5	24.78	185.85
571	Bong, Richard & Kassandra	18582 W. Carlota Lane	NCC5-954	2/5/2020	8/31/2020	6	7.5	24.78	185.85
572	McDaniel, Garret Bublik & Ange	18239 W. Williams Road	NCC1-230	2/5/2020	8/31/2020	6	7.5	24.78	185.85
573	Balgoyen, Tyler	17662 W. Via De Luna Drive	NCC12-526	2/7/2020	8/31/2020	6	7.5	24.78	185.85
574	Stokes, Craig	18212 W. Robin Lane	NCC1-236	2/7/2020	8/31/2020	6	7.5	24.78	185.85
575	Muller, Harold Bidlack & Kaitlyn	17812 W. Via De Luna Drive	NCC12-532	2/18/2020	8/31/2020	6	7.5	24.78	185.85
576	Dykstra, Dawn & Robert	18442 W. Foothill Drive	NCC6-1200	2/19/2020	8/31/2020	6	7.5	24.78	185.85
577	Ansbaach, Shelby	18462 W. Robin Lane	NCC6-1215	2/21/2020	8/31/2020	6	7.5	24.78	185.85
578	Traslavina, Michael & Mafi	18130 W. Foothill Drive	NCC1-179	2/21/2020	8/31/2020	6	7.5	24.78	185.85
579	Ross, Thomas Ross McIntyre	18238 W. Williams Road	NCC1-219	2/24/2020	8/31/2020	6	7.5	24.78	185.85
580	Welliver, Andrew Leonard & Lin	18254 W. Williams Road	NCC1-221	2/24/2020	8/31/2020	6	7.5	24.78	185.85
581	Chavez, Ricardo	18232 W. Carlota Lane	NCC1-306	2/26/2020	8/31/2020	6	7.5	24.78	185.85
582	Turley, Jacob & Meaphan	18174 W. Robin Lane	NCC1-214	2/26/2020	8/31/2020	6	7.5	24.78	185.85
583	Husband, Benjamin	18246 W. Williams Road	NCC1-220	2/27/2020	8/31/2020	6	7.5	24.78	185.85
584	Koontz, Rodney & Joan	18434 W. Foothill Drive	NCC6-1201	2/27/2020	8/31/2020	6	7.5	24.78	185.85
585	Seubert, Shana & Luke	22535 N. 181st Lane	NCC1-217	2/28/2020	8/31/2020	6	7.5	24.78	185.85

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

	Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
586	Buxton, Scott	18262 W. Williams Road	NCC1-222	3/4/2020	8/31/2020	5	6.5	24.78	161.07
587	Giordano, Angela	18162 W. Robin Lane	NCC1-213	3/4/2020	8/31/2020	5	6.5	24.78	161.07
588	Moore, Clinton & Julie	18146 W. Robin Lane	NCC1-211	3/5/2020	8/31/2020	5	6.5	24.78	161.07
589	Pulsipher, Cody & Anna	18672 W. Robin Lane	NCC5-1030	3/6/2020	8/31/2020	5	6.5	24.78	161.07
590	Pepe, Ehan & Adriana	17716 W. Via De Luna	NCC12-333	3/9/2020	8/31/2020	5	6.5	24.78	161.07
591	Powell, David & Beate	18154 W. Robin Lane	NCC1-212	3/10/2020	8/31/2020	5	6.5	24.78	161.07
592	Deford, Brian & Michelle	18141 W. Foothill Drive	NCC1-263	3/10/2020	8/31/2020	5	6.5	24.78	161.07
593	Harless, Ryan & Amanda	18182 W. Robin Lane	NCC1-215	3/13/2020	8/31/2020	5	6.5	24.78	161.07
594	Bradley, Sean & Chanel	18138 W. Robin Lane	NCC1-210	3/16/2020	8/31/2020	5	6.5	24.78	161.07
595	Caballero, Jose & Alexandria	17794 W. Via De Luna	NCC12-340	3/16/2020	8/31/2020	5	6.5	24.78	161.07
596	Phoenix, L.P., IH6 Property	18210 W. Carlota Lane	NCC1-304	3/18/2020	8/31/2020	5	6.5	24.78	161.07
597	Richards, James Wood & Meg	18414 W. Foothill Drive	NCC6-1203	3/20/2020	8/31/2020	5	6.5	24.78	161.07
598	Robins, Marc Bissell & Heather	18390 W. Williams Road	NCC6-1135	3/20/2020	8/31/2020	5	6.5	24.78	161.07
599	Buchanan, James & Adele	17728 W. Via De Luna Drive	NCC12-334	3/20/2020	8/31/2020	5	6.5	24.78	161.07
600	Dobson, Michael & Stacey	22535 N. 183rd Lane	NCC6-1138	3/20/2020	8/31/2020	5	6.5	24.78	161.07
601	Earl, Ellen & Tucker	22302 North 180th Drive	NCC1-166	3/20/2020	8/31/2020	5	6.5	24.78	161.07
602	Bremmerman, Lucas & Vanessa	18256 W. Carlota Lane	NCC1-309	3/23/2020	8/31/2020	5	6.5	24.78	161.07
603	Salem, Daniel Benegui & Asma	18278 W. Via Montoya Drive	NCC1-281	1/5/2018	8/31/2020	31	32.5	24.78	805.35
604	Wagner, Bryan	18410 W. Robin Lane	NCC6-1220	3/25/2020	8/31/2020	5	6.5	24.78	161.07
605	Riordan, Christine Clinton & Ra	17849 W. Via De Luna Drive	NCC12-512	3/26/2020	8/31/2020	5	6.5	24.78	161.07
606	Kalishak, Jeffrey & Franchezka	18667 W. Via Montoya Drive	NCC5-973	3/26/2020	8/31/2020	5	6.5	24.78	161.07
607	Casey, Joanne & Donald	18681 W. Via Montoya Drive	NCC5-974	3/26/2020	8/31/2020	5	6.5	24.78	161.07
608	Schlobohm, Adam & Alexus	22462 N. 180th Drive	NCC1-209	3/27/2020	8/31/2020	5	6.5	24.78	161.07
609	Sheperd, Christopher Montgom	17710 W. Via De Luna Drive	NCC12-332	3/27/2020	8/31/2020	5	6.5	24.78	161.07
610	Szoke, Patrick & Addison	17740 W. Via De Luna Drive	NCC12-335	3/27/2020	8/31/2020	5	6.5	24.78	161.07
611	Potter, Diane Frazee & Kayci	18382 W. Foothill Drive	NCC6-1206	3/27/2020	8/31/2020	5	6.5	24.78	161.07
612	Bobian, Stephanie	17774 W. Via De Luna Drive	NCC12-338	3/30/2020	8/31/2020	5	6.5	24.78	161.07
613	Antonides, Augustine Cortez &	18633 W. Robin Lane	NCC5-1025	3/31/2020	8/31/2020	5	6.5	24.78	161.07
614	Tomes, Gabriel	17680 W. Via De Luna Drive	NCC12-523	3/31/2020	8/31/2020	5	6.5	24.78	161.07
615	Montez, Robert & Maryjane	17750 W. Via De Luna Drive	NCC12-336	3/31/2020	8/31/2020	5	6.5	24.78	161.07
616	Phoenix, L.P., IH6 Property	18230 W. Via Montoya Drive	NCC1-275	3/31/2020	8/31/2020	5	6.5	24.78	161.07
617	Sandoval, David & Brandee	18181 W. Foothill Drive	NCC1-258	4/3/2020	8/31/2020	4	5.5	24.78	136.29
618	King, Douglas & Rachelle	18262 W. Via Montoya Drive	NCC1-279	4/3/2020	8/31/2020	4	5.5	24.78	136.29
619	Wendt, Bryan	22264 N. 182nd Lane	NCC1-339	4/3/2020	8/31/2020	4	5.5	24.78	136.29
620	Eaton, Jean	17941 W. Tina Lane	NCC1-049	4/8/2020	8/31/2020	4	5.5	24.78	136.29
621	Barnella, Kenneth & Jeadon	18384 W. Robin Lane	NCC6-1222	4/10/2020	8/31/2020	4	5.5	24.78	136.29
622	Richey, Brandon & Megan	17862 W. Via Del Sol	NCC1-037	4/13/2020	8/31/2020	4	5.5	24.78	136.29
623	Sanchez, Jose	18860 W. Robin Lane	NCC5-1031	4/15/2020	8/31/2020	4	5.5	24.78	136.29
624	Watson, Todd & Jessica	18440 W. Robin Lane	NCC6-1217	4/18/2020	8/31/2020	4	5.5	24.78	136.29
625	Bertelsen, Andrew & Brittney	17924 W. Via Del Sol	NCC1-040	5/4/2018	8/31/2020	27	28.5	24.78	706.23
626	Murray, Jacob Zurcher & Madis	18428 W. Robin Lane	NCC6-1218	4/17/2020	8/31/2020	4	5.5	24.78	136.29
627	Forseth, Jodie	18453 W. Williams Road	NCC6-1229	4/17/2020	8/31/2020	4	5.5	24.78	136.29
628	Delgado, Marc	18223 W. Williams Rd	NCC1-232	4/21/2020	8/31/2020	4	5.5	24.78	136.29
629	Bisdorf, Barry	18420 W. Foothill Drive	NCC6-1202	4/24/2020	8/31/2020	4	5.5	24.78	136.29
630	Tistle, Dartene & Gerald	17762 W. Via De Luna Drive	NCC12-337	4/24/2020	8/31/2020	4	5.5	24.78	136.29

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

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631	Solis, Maria	18674 W. Via Montoya Drive	NCC5-975	4/27/2020	8/31/2020	4	5.5	24.78 136.29
632	Naukkannen, Antti & Veronique	22517 N. 181st Lane	NCC1-216	4/27/2020	8/31/2020	4	5.5	24.78 136.29
633	Abe, Carl	18638 W. Carlota Lane	NCC5-950	4/28/2020	8/31/2020	4	5.5	24.78 136.29
634	Acosta, Vincente Arambula & G	18636 W. Robin Lane	NCC5-1033	4/29/2020	8/31/2020	4	5.5	24.78 136.29
635	Harrison, Kevin & Jenny	18247 W. Williams Road	NCC1-229	4/29/2020	8/31/2020	4	5.5	24.78 136.29
636	Harshman, Kevin & Jessica	18396 W. Robin Lane	NCC6-1221	4/29/2020	8/31/2020	4	5.5	24.78 136.29
637	Rasmussen, Tina Parra & Linda	17563 W. Paraiso Drive	NCC13-582	4/29/2020	8/31/2020	4	5.5	24.78 136.29
638	Peterson, Sierra & Chad	18270 W. Williams Rd	NCC1-223	4/29/2020	8/31/2020	4	5.5	24.78 136.29
639	Sartin, Ann & Jason	18431 W. Williams Road	NCC6-1227	4/30/2020	8/31/2020	4	5.5	24.78 136.29
640	Park, Pilwon	17579 W. Jessie Lane	NCC14-629	4/30/2020	8/31/2020	4	5.5	24.78 136.29
641	Philbrick, Jennifer	17591 W. Jessie Lane	NCC14-628	4/30/2020	8/31/2020	4	5.5	24.78 136.29
642	Krogstad, Karl & Nancy	17592 W. Patrick Lane	NCC14-627	5/5/2020	8/31/2020	3	4.5	24.78 111.51
643	LaRose, Eric & Elizabeth	18048 W. Robin Lane	NCC5-1032	5/7/2020	8/31/2020	3	4.5	24.78 111.51
644	Oster, Edward & Angela	17911 W. Tina Lane	NCC1-045	5/8/2020	8/31/2020	3	4.5	24.78 111.51
645	Ybarra, Margil & Rebecca	18456 W. Foothill Drive	NCC6-1199	5/8/2020	8/31/2020	3	4.5	24.78 111.51
646	Hager, Alaina	18189 W. Foothill Drive	NCC1-257	5/11/2020	8/31/2020	3	4.5	24.78 111.51
647	Dingwell, Pamela	17917 W. Tina Lane	NCC1-046	5/13/2020	8/31/2020	3	4.5	24.78 111.51
648	Hall, Kory & Keri	22420 N. 180th Drive	NCC1-177	5/14/2020	8/31/2020	3	4.5	24.78 111.51
649	Begay, Joseph Books & Charis	17788 W. Via De Luna Drive	NCC12-339	5/14/2020	8/31/2020	3	4.5	24.78 111.51
650	Bronston, Adam	18659 W. Robin Lane	NCC5-1027	5/15/2020	8/31/2020	3	4.5	24.78 111.51
651	Tarno, Valori Roy & Travis	18445 W. Williams Road	NCC6-1228	5/15/2020	8/31/2020	3	4.5	24.78 111.51
652	Maitland, Connie & Jay	18621 W. Robin Lane	NCC5-1024	5/15/2020	8/31/2020	3	4.5	24.78 111.51
653	Dandridge, Tranyse	17555 W. Paraiso Drive	NCC13-581	5/15/2020	8/31/2020	3	4.5	24.78 111.51
654	Froebe, Kaitlyn & Delmar Paren	18406 W. Foothill Drive	NCC6-1204	5/15/2020	8/31/2020	3	4.5	24.78 111.51
655	Bauer, Camile Martorelli & Troy	18660 W. Via Montoya Drive	NCC5-976	5/18/2020	8/31/2020	3	4.5	24.78 111.51
656	Neighbors, Deana & Phillip	18263 W. Williams Road	NCC1-227	5/19/2020	8/31/2020	3	4.5	24.78 111.51
657	Ransom, Bradley	17905 W. Tina Lane	NCC1-044	5/21/2020	8/31/2020	3	4.5	24.78 111.51
658	Sardi, Jonathan Crane & Arpad	17785 W. Via De Luna Drive	NCC12-366	5/21/2020	8/31/2020	3	4.5	24.78 111.51
659	Jones, Mary & Martin	18278 W. Williams Road	NCC1-224	5/22/2020	8/31/2020	3	4.5	24.78 111.51
660	Smyth, Michael & Haley	18412 W. Williams Road	NCC6-1134	5/22/2020	8/31/2020	3	4.5	24.78 111.51
661	Cox, Kyle Kahl & Brooke	18419 W. Williams Road	NCC6-1226	5/22/2020	8/31/2020	3	4.5	24.78 111.51
662	Hertenstein, Robert	18207 W. Williams Road	NCC1-234	5/26/2020	8/31/2020	3	4.5	24.78 111.51
663	Kuschewski, Christine	17935 W. Tina Lane	NCC1-048	5/26/2020	8/31/2020	3	4.5	24.78 111.51
664	Jehle, James & Monique	17737 W. Via De Luna Drive	NCC12-370	5/27/2020	8/31/2020	3	4.5	24.78 111.51
665	Sachau, Sean & Megan	17725 W. Via De Luna Drive	NCC12-371	5/27/2020	8/31/2020	3	4.5	24.78 111.51
666	Chais, Heather & David	18388 W. Carlota Lane	NCC6-1183	5/27/2020	8/31/2020	3	4.5	24.78 111.51
667	LaCroix, Christopher & Kristen	17709 W. Via De Luna Drive	NCC12-373	5/28/2020	8/31/2020	3	4.5	24.78 111.51
668	Wood, Brendon	22517 N. 183rd Lane	NCC6-1139	5/28/2020	8/31/2020	3	4.5	24.78 111.51
669	Aviles, Pedro	18286 W. Via Montoya Drive	NCC1-282	5/29/2020	8/31/2020	3	4.5	24.78 111.51
670	Rose, William & Janet	17567 W. Jessie Lane	NCC14-631	5/29/2020	8/31/2020	3	4.5	24.78 111.51
671	Sheafer, John & Sandra	18555 W. Via Montoya Drive	NCC5-965	5/29/2020	8/31/2020	3	4.5	24.78 111.51
672	Lavecchia, Anthony	18411 W. Williams Road	NCC6-1225	5/29/2020	8/31/2020	3	4.5	24.78 111.51
673	Chapman, Jeffery & Eri	18652 W. Carlota Lane	NCC5-949	5/29/2020	8/31/2020	3	4.5	24.78 111.51
674	Chassot, Denis & Barbara	18396 W. Carlota Lane	NCC6-1182	5/29/2020	8/31/2020	3	4.5	24.78 111.51
675	Chausse, Family Trust	17773 W. Via De Luna Drive	NCC12-367	5/29/2020	8/31/2020	3	4.5	24.78 111.51

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676	Palafox, Nayeli	18624 W. Carlota Lane	NCC5-951	5/29/2020	8/31/2020	3	4.5	24.78	111.51
677	Perry, Zakary & Sheila	17573 W. Jessie Lane	NCC14-630	5/29/2020	8/31/2020	3	4.5	24.78	111.51
678	Gonzalez, Timothy	18646 W. Via Montoya Drive	NCC5-977	5/29/2020	8/31/2020	3	4.5	24.78	111.51
679	Thomsen, Nathan	17938 W. Via Del Sol	NCC1-039	5/4/2018	8/31/2020	27	28.5	24.78	708.23
680	Griffin, Kashauna & Michael	17923 W. Tina Lane	NCC1-047	6/1/2020	8/31/2020	2	3.5	24.78	86.73
681	Weller, Douglas & Frances	17698 W. Via De Luna Drive	NCC12-520	06/10/2020	8/31/2020	2	3.5	24.78	86.73
682	Cedarberg, Joshua Marshall &	18416 W. Robin Lane	NCC6-1219	06/11/2020	8/31/2020	2	3.5	24.78	86.73
683	Living Trust, Palmer	18383 W. Williams Road	NCC6-1223	06/11/2020	8/31/2020	2	3.5	24.78	86.73
684	Flanagan, Megan Nobles & Kyla	18684 W. Robin Lane	NCC5-1029	06/11/2020	8/31/2020	2	3.5	24.78	86.73
685	Ramirez, Daniel Nava & Andres	18612 W. Robin Lane	NCC5-1035	06/12/2020	8/31/2020	2	3.5	24.78	86.73
686	Schreyer, Shane & Wendy	17761 W. Via De Luna	NCC12-368	06/12/2020	8/31/2020	2	3.5	24.78	86.73
687	Marin, Nanda & Georgian	17687 W. Daley Lane	NCC12-561	06/15/2020	8/31/2020	2	3.5	24.78	86.73
688	Barton, Anwara Kirkland & Brya	17715 W. Via De Luna Drive	NCC12-372	06/17/2020	8/31/2020	2	3.5	24.78	86.73
689	Pagan, Edwin Lopez & Julia	18270 W. Via Montoya Drive	NCC1-280	06/18/2020	8/31/2020	2	3.5	24.78	86.73
690	Parsons, Tracey & David	18383 W. Carlota Lane	NCC6-1159	06/18/2020	8/31/2020	2	3.5	24.78	86.73
691	Acuna, Maggie & Alberto	18625 W. Via Montoya Drive	NCC5-970	06/19/2020	8/31/2020	2	3.5	24.78	86.73
692	Granados, Belen Aguilar & Migi	17953 W. Via Del Sol	NCC1-003	06/19/2020	8/31/2020	2	3.5	24.78	86.73
693	Prall, Micahel Raucci & Madiso	18673 W. Robin Lane	NCC5-1028	06/19/2020	8/31/2020	2	3.5	24.78	86.73
694	Procallo, Megan	17749 W. Via De Luna Drive	NCC12-369	06/19/2020	8/31/2020	2	3.5	24.78	86.73
695	Thomas, Peter	18810 W. Carlota Lane	NCC5-952	06/19/2020	8/31/2020	2	3.5	24.78	86.73
696	Hosfield, David	18604 W. Via Montoya Drive	NCC5-980	06/22/2020	8/31/2020	2	3.5	24.78	86.73
697	Edwards, Cody & Chelsey	18639 W. Via Montoya Drive	NCC5-971	06/22/2020	8/31/2020	2	3.5	24.78	86.73
698	Taylor, David & Euna	18632 W. Via Montoya Drive	NCC5-978	06/24/2020	8/31/2020	2	3.5	24.78	86.73
699	Ott, Bernard & Lina	18562 W. Via Montoya Drive	NCC5-983	06/24/2020	8/31/2020	2	3.5	24.78	86.73
700	Gibbons, Harry & Cathy	17569 W. Paraiso Drive	NCC13-583	06/24/2020	8/31/2020	2	3.5	24.78	86.73
701	Gomez, Lorena Leon & Nichola	17559 W. Jessie Lane	NCC14-632	06/24/2020	8/31/2020	2	3.5	24.78	86.73
702	Wilson, Wayne & Gwen	18465 W. Williams Road	NCC6-1230	06/25/2020	8/31/2020	2	3.5	24.78	86.73
703	Lee, Carl & Alyson	18591 W. Robin Lane	NCC5-1021	06/25/2020	8/31/2020	2	3.5	24.78	86.73
704	Williams, Shawn Fleet & Kestley	18618 W. Via Montoya Drive	NCC5-979	06/26/2020	8/31/2020	2	3.5	24.78	86.73
705	Rehrer, Robert & Suzette	18675 W. Foothill Drive	NCC5-1000	06/26/2020	8/31/2020	2	3.5	24.78	86.73
706	Kemnitz, Gwyndolen & Troy	18398 W. Carlota Lane	NCC6-1161	06/26/2020	8/31/2020	2	3.5	24.78	86.73
707	Amaya, Baltasar Martinez & Ma	18611 W. Via Montoya Drive	NCC5-969	06/29/2020	8/31/2020	2	3.5	24.78	86.73
708	Smallman, Jacob & Amber	17689 W. Daley Lane	NCC12-558	06/29/2020	8/31/2020	2	3.5	24.78	86.73
709	McKind, Verleane	17937 W. Via Del Sol	NCC1-001	06/29/2020	8/31/2020	2	3.5	24.78	86.73
710	Griep, Roy Chisnell & Nikki	18569 W. Via Montoya Drive	NCC5-966	06/30/2020	8/31/2020	2	3.5	24.78	86.73
711	Council, Susan	17945 W. Via Del Sol	NCC1-002	06/30/2020	8/31/2020	2	3.5	24.78	86.73
712	Paloutzian, Patrick	18597 W. Via Montoya Drive	NCC5-968	06/30/2020	8/31/2020	2	3.5	24.78	86.73
713	Richardson, Winfred	18397 W. Williams Road	NCC6-1224	07/02/2020	8/31/2020	1	2.5	24.78	61.95
714	Stuydam, Michael	17681 W. Daley Lane	NCC12-560	07/02/2020	8/31/2020	1	2.5	24.78	61.95
715	Warren, Josephy & Brynna	17568 W. Patrick Lane	NCC14-624	07/02/2020	8/31/2020	1	2.5	24.78	61.95
716	Bozeman, Gregory Salyer & Cl	17568 W. Jessie Lane	NCC14-641	07/06/2020	8/31/2020	1	2.5	24.78	61.95
717	Sandstedt, Zachary & Meagan	17548 W. Jessie Lane	NCC14-640	07/06/2020	8/31/2020	1	2.5	24.78	61.95
718	Pettegrew, Jerry & Bonny	17883 W. Daley Lane	NCC12-557	07/08/2020	8/31/2020	1	2.5	24.78	61.95
719	Hunt, Ashley	17551 W. Jessie Lane	NCC14-633	07/08/2020	8/31/2020	1	2.5	24.78	61.95

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720	Natoli, Molly Baker & Jason	17560 W. Patrick Lane	NCC14-623	07/08/2020	8/31/2020	1	2.5	24.78	61.95
721	Hanke, Cady	17621 W. Daley Lane	NCC12-552	07/09/2020	8/31/2020	1	2.5	24.78	61.95
722	Carrion, Devien & Michelle	17540 W. Jessie Lane	NCC14-639	07/09/2020	8/31/2020	1	2.5	24.78	61.95
723	Tovey, Robert	18413 W. Foothill Drive	NCC6-1192	07/09/2020	8/31/2020	1	2.5	24.78	61.95
724	Plesko, Sundeigh & Chad	18662 W. Foothill Drive	NCC5-1002	07/10/2020	8/31/2020	1	2.5	24.78	61.95
725	Joint, James & Maisen	17675 W. Daley Lane	NCC12-559	07/10/2020	8/31/2020	1	2.5	24.78	61.95
726	Leeder, Wesley & Gary	17793 W. Via De Luna Drive	NCC12-385	07/10/2020	8/31/2020	1	2.5	24.78	61.95
727	Meixsell, John Loesing & Thera	18845 W. Robin Lane	NCC5-1026	07/10/2020	8/31/2020	1	2.5	24.78	61.95
728	Fuller, Randall & Christie	18861 W. Foothill Drive	NCC5-999	07/13/2020	8/31/2020	1	2.5	24.78	61.95
729	Goodman, Jason & Ashleigh	17552 W. Patrick Lane	NCC14-622	07/14/2020	8/31/2020	1	2.5	24.78	61.95
730	Herman-Hasner, Nicholas Grah	17537 W. Jessie Lane	NCC14-635	07/14/2020	8/31/2020	1	2.5	24.78	61.95
731	Hague, Jennifer	17590 W. Jessie Lane	NCC14-645	07/15/2020	8/31/2020	1	2.5	24.78	61.95
732	Linsenmayer, Zachary	17574 W. Patrick Lane	NCC14-625	07/15/2020	8/31/2020	1	2.5	24.78	61.95
733	Claudio, Troy & Stevie	17560 W. Daley Lane	NCC13-577	07/16/2020	8/31/2020	1	2.5	24.78	61.95
734	Wolfe, Barbara	18637 W. Williams Road	NCC5-1054	07/17/2020	8/31/2020	1	2.5	24.78	61.95
735	Harris, Matthew & Cheryl	18391 W. Carlot Lane	NCC6-1160	07/17/2020	8/31/2020	1	2.5	24.78	61.95
736	Springer, Gary & Arizona	18625 W. Williams Road	NCC5-1053	07/17/2020	8/31/2020	1	2.5	24.78	61.95
737	Maestas, Christen & Xavier	18576 W. Via Montoya Drive	NCC5-982	07/17/2020	8/31/2020	1	2.5	24.78	61.95
738	Moses, Sean	17572 W. Jessie Lane	NCC14-643	07/17/2020	8/31/2020	1	2.5	24.78	61.95
739	Piccuilla, Nicholas	17580 W. Patrick Lane	NCC14-626	07/21/2020	8/31/2020	1	2.5	24.78	61.95
740	Olson, Zachary	18653 W. Via Montoya Drive	NCC5-972	07/21/2020	8/31/2020	1	2.5	24.78	61.95
741	Swanson, Burke	18361 W. Carlot Lane	NCC6-1157	07/22/2020	8/31/2020	1	2.5	24.78	61.95
742	Steele, Mona	17585 W. Daley Lane	NCC13-549	07/23/2020	8/31/2020	1	2.5	24.78	61.95
743	Torres, Elizabeth & Diane	17564 W. Jessie Lane	NCC14-642	07/23/2020	8/31/2020	1	2.5	24.78	61.95
744	Grasso, Angelo & Linda	22357 N. 183rd Drive	NCC6-1150	08/02/2019	8/31/2020	12	13.5	24.78	334.53
745	Trejo, Priscilla	17578 W. Jessie Lane	NCC14-644	07/24/2020	8/31/2020	1	2.5	24.78	61.95
746	Francis, Joshua & Alexandra	17541 W. Daley Lane	NCC13-543	07/24/2020	8/31/2020	1	2.5	24.78	61.95
747	Painter, Beau Tupper & Kaylee	17643 W. Daley Lane	NCC12-555	07/24/2020	8/31/2020	1	2.5	24.78	61.95
748	Nunez, Larry	17629 W. Jessie Lane	NCC14-636	07/27/2020	8/31/2020	1	2.5	24.78	61.95
749	Timmerman, Craig & Aymie	17532 W. Jessie Lane	NCC14-638	07/28/2020	8/31/2020	1	2.5	24.78	61.95
750	Moreno, Erica Gallegos & Fran	17893 W. Daley Lane	NCC12-562	07/28/2020	8/31/2020	1	2.5	24.78	61.95
751	Rayis, Babylonla	17613 W. Daley Lane	NCC12-551	07/30/2020	8/31/2020	1	2.5	24.78	61.95
752	Rice, Patrick & Jane	17635 W. Daley Lane	NCC12-554	07/30/2020	8/31/2020	1	2.5	24.78	61.95
753	Seltzer, Michael & Amy	17549 W. Paraiso Drive	NCC13-580	07/30/2020	8/31/2020	1	2.5	24.78	61.95
754	Strippelman, Justin & Chrystie	18676 W. Foothill Drive	NCC5-1001	07/30/2020	8/31/2020	1	2.5	24.78	61.95
755	Gomez, John Gilbert & Adela	17627 W. Daley Lane	NCC12-553	07/30/2020	8/31/2020	1	2.5	24.78	61.95
756	Worthy, Clay	17622 W. Patrick Lane	NCC14-618	07/31/2020	8/31/2020	1	2.5	24.78	61.95
757	Model P12	17684 W. Country Club Terrac	NCC12-480	11/1/2019	8/31/2020	9	10.5	24.78	260.19
758	Model P12	17678 W. Country Club Terrac	NCC12-481	11/1/2019	8/31/2020	9	10.5	24.78	260.19
759	Model P12	17672 W. Country Club Terrac	NCC12-482	11/1/2019	8/31/2020	9	10.5	24.78	260.19
760	Model P5	18530 W. Carlot Lane	NCC5-958	1/17/2020	8/31/2020	7	8.5	24.78	210.63
761	Model P5	18516 W. Carlot Lane	NCC5-959	1/17/2020	8/31/2020	7	8.5	24.78	210.63
762	Model P13	17568 W. Country Club Terrac	NCC13-462	3/13/2020	8/31/2020	5	6.5	24.78	161.07
763	Model P13	17575 W. Country Club Terrac	NCC13-463	3/13/2020	8/31/2020	5	6.5	24.78	161.07
764	Model P13	17583 W. Country Club Terrac	NCC13-464	3/13/2020	8/31/2020	5	6.5	24.78	161.07

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

	Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
765	Camacho, Fermin & Rosa	17711 W. Daley Lane	NCC12-331	08/04/2020	8/31/2020	0	1.5	24.78	37.17
766	Schaffner, Nathan & Kelsey	17741 W. Daley Lane	NCC12-328	08/05/2020	8/31/2020	0	1.5	24.78	37.17
767	Alvarez-Zubia, Jessica	17575 W. Paraiso Drive	NCC13-584	08/06/2020	8/31/2020	0	1.5	24.78	37.17
768	Heath, Darrell & Kayla	17557 W. Daley Lane	NCC13-545	08/07/2020	8/31/2020	0	1.5	24.78	37.17
769	Ponce, Alex & Ashley	18380 W. Carlot Lane	NCC6-1184	08/07/2020	8/31/2020	0	1.5	24.78	37.17
770	Burns, Amanda & Danny	18375 W. Carlot Lane	NCC6-1158	08/07/2020	8/31/2020	0	1.5	24.78	37.17
771	Hernandez, Dillon	18613 W. Williams Road	NCC5-1052	08/07/2020	8/31/2020	0	1.5	24.78	37.17
772	Wiese, Dakota Barnella & Amai	18834 W. Foothill Drive	NCC5-1004	08/10/2020	8/31/2020	0	1.5	24.78	37.17
773	Markzitzer, Mariana Calderin &	17521 W. Jessie Lane	NCC14-637	08/11/2020	8/31/2020	0	1.5	24.78	37.17
774	Rivera, Juan	18583 W. Via Montoya Drive	NCC5-967	08/12/2020	8/31/2020	0	1.5	24.78	37.17
775	Cowan, Richard & Rene	17530 W. Patrick Lane	NCC14-619	08/13/2020	8/31/2020	0	1.5	24.78	37.17
776	Shahan, Patrice	17717 W. Daley Lane	NCC12-330	08/14/2020	8/31/2020	0	1.5	24.78	37.17
777	Pierce, Shane & Yvonne	18590 W. Via Montoya Drive	NCC5-981	08/14/2020	8/31/2020	0	1.5	24.78	37.17
778	Dewane, Nathan	18661 W. Williams Road	NCC5-1056	08/17/2020	8/31/2020	0	1.5	24.78	37.17
779	Bristol, Parker	17545 W. Jessie Lane	NCC14-634	08/17/2020	8/31/2020	0	1.5	24.78	37.17
780	Cyrus, Earl	17638 W. Patrick Lane	NCC14-620	08/17/2020	8/31/2020	0	1.5	24.78	37.17
781	Bosovski, Jason Tinajero & Aid	17699 W. Daley Lane	NCC12-563	08/18/2020	8/31/2020	0	1.5	24.78	37.17
782	Eldridge, Frances & William	18605 W. Foothill Drive	NCC5-995	08/18/2020	8/31/2020	0	1.5	24.78	37.17
783	Everett, Jonathan & Annamaria	17763 W. Daley Lane	NCC12-326	08/19/2020	8/31/2020	0	1.5	24.78	37.17
784	Czosnyka, Alexis Holt & Zachar	17546 W. Patrick Lane	NCC14-621	08/19/2020	8/31/2020	0	1.5	24.78	37.17
785	Landeros, Ramon & Giselle	18624 W. Robin Lane	NCC5-1034	08/20/2020	8/31/2020	0	1.5	24.78	37.17
786	Vardaman, John Rambo & Meg	17577 W. Daley Lane	NCC13-548	08/20/2020	8/31/2020	0	1.5	24.78	37.17
787	Johnson, Danielle Spencer & D	17651 W. Daley Lane	NCC12-556	08/21/2020	8/31/2020	0	1.5	24.78	37.17
788	Schreffels, Brian & Julie	17729 W. Daley Lane	NCC12-329	08/21/2020	8/31/2020	0	1.5	24.78	37.17
789	Robertson, Lawrence & Yuridia	18609 W. Robin Lane	NCC5-1023	08/21/2020	8/31/2020	0	1.5	24.78	37.17
790	Tomasek, William & Wanda	18633 W. Foothill Drive	NCC5-997	08/24/2020	8/31/2020	0	1.5	24.78	37.17
791	Garcia, Salvador Estrada & Aitr	17796 W. Daley Lane	NCC12-295	08/25/2020	8/31/2020	0	1.5	24.78	37.17
792	Kingsley, Gerald & Evelyn	18668 W. Williams Road	NCC5-1059	08/25/2020	8/31/2020	0	1.5	24.78	37.17
793	Rodgers, Robert	17583 W. Paraiso Drive	NCC13-585	08/25/2020	8/31/2020	0	1.5	24.78	37.17
794	Popiel, Michael & Stephanie	17549 W. Daley Lane	NCC13-544	08/25/2020	8/31/2020	0	1.5	24.78	37.17
795	Schwartz, James & Deborah	18375 W. Foothill Drive	NCC6-1188	08/26/2020	8/31/2020	0	1.5	24.78	37.17
796	McKee, Evan	17591 W. Paraiso Drive	NCC13-586	08/27/2020	8/31/2020	0	1.5	24.78	37.17
797	Lake, Darla	18363 W. Foothill Drive	NCC6-1187	08/28/2020	8/31/2020	0	1.5	24.78	37.17
798	Andrade, Daniel & Kelly	18648 W. Foothill Drive	NCC5-1003	08/31/2020	8/31/2020	0	1.5	24.78	37.17
799	Rodriguez, Viara & Hilda	17534 W. Villa Chula Lane	NCC14-656	08/31/2020	8/31/2020	0	1.5	24.78	37.17
800	Vivar, Gennifer & Samuel	17542 W. Villa Chula Lane	NCC14-657	08/31/2020	8/31/2020	0	1.5	24.78	37.17
801	Valdez, Misael & Diana	17744 W. Daley Lane	NCC12-290	08/31/2020	8/31/2020	0	1.5	24.78	37.17
802	Hampton, Dawn	17946 W. Via Del Sol	NCC1-038	08/31/2020	8/31/2020	0	1.5	24.78	37.17
803	Emery, Jeremy Wendling & Jes	17541 W. Villa Chula Lane	NCC14-652	08/31/2020	8/31/2020	0	1.5	24.78	37.17
804	Martinez, Ashley	17526 W. Villa Chula Lane	NCC14-655	08/31/2020	8/31/2020	0	1.5	24.78	37.17
805	Valenzuela, Doris	17593 W. Daley Lane	NCC13-550	08/31/2020	8/31/2020	0	1.5	24.78	37.17
806	Lewis, Gavin & Wendy	18546 W. Foothill Drive	NCC5-1010	08/31/2020	8/31/2020	0	1.5	24.78	37.17
807	Crossno, Brandon	17615 W. Paraiso Drive	NCC13-588	08/31/2020	8/31/2020	0	1.5	24.78	37.17

North Copper Canyon Home Closings and Billing for Sewer Service as of 8/31/2020

Homeowner	Address	Lot #	COE/Models Done	As of 8/31/2020	Months Since Closing	Plus 1.5 Months	Sewer Usage Fee	Amount Collected
							Total to reimburse Austin Ranch Utilities	\$ 309,192.45

Exhibit F
Exhibit "O" from Joint Development Agreement

Exhibit "O"

ALLOCATION EXHIBIT

<u>Property</u>	<u>Gallons</u>	<u>Units</u>	<u>Proportionate Share</u>
AR & CC Parcel	844,750	3,379	46.93%
Maracay Parcel	232,500	930	12.92%
MMK Parcel	95,000	380	5.28%
Makaus Parcel	27,750	111	1.54%
WSLG Parcel	600,000	2,400	33.33%
TOTAL	1,800,000	7,200	100.00%

*250 Gallons per equivalent residential units as required by City of Surprise

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue, dated as of October __, 2020 (this “**Release Agreement**”), is made by and among the City of Surprise, an Arizona municipal corporation (“**City**”); Austin Ranch LLC, an Arizona limited liability company, and Courtland Capital, L.L.C., an Arizona limited liability company (collectively referred to as “**Owner**”); and Mesquite Mountain Ranch Investments, LLC, an Arizona limited liability company, Management 317 LLC, an Arizona limited liability company, Buena Vista Holdings, LLC, an Arizona limited liability company, Surprise Foothills Master LLC, an Arizona limited liability company, and Klondike Land Portfolio, LLC, an Arizona limited liability company (collectively referred to as “**WSLG/Klondike**”). The parties to this Release Agreement shall be referred to individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS, the City and WSLG/Klondike entered into an agreement dated November 7, 2018 entitled SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement (“**the 2018 Allocation Agreement**”), recorded as Instrument No. 2019-0029551, Records of Maricopa County, Arizona, and re-recorded as Instrument No. 2020-0504358, Records of Maricopa County, Arizona; and

WHEREAS, Owner has claimed that the 2018 Allocation Agreement violated Owner’s rights under that certain Joint Development Agreement dated November 4, 2005 (“**the Joint Development Agreement**”) among Owner, West Surprise Landowners Group, LLC, an Arizona limited liability company (“**WSLG**”) and various other parties relating to the development and operation of sewer improvements (therein and herein referred to as “**the Sewer Improvements**”) on Owner’s property in the City of Surprise; and

WHEREAS, Owner has reached agreement with the City on various matters relating to the Sewer Improvements, memorialized in that certain Turnover and Shortfall Agreement Pursuant to ¶ 4.4 of the Austin Ranch Development Agreement, M.C.R. # 2005-1667137, between Owner and City dated as of October __, 2020 (“**the Turnover and Shortfall Agreement**”); and

WHEREAS, Owner has agreed in connection with the Turnover and Shortfall Agreement not to challenge the 2018 Allocation Agreement or otherwise assert claims against or sue the City or WSLG/Klondike with respect to the 2018 Allocation Agreement and/or the “First Amendment to the SPA 3 Regional Wastewater Treatment Plan Capacity Allocation Agreement” (“**First Amendment to the 2018 Allocation Agreement**”) between the City and WSLG/Klondike dated as of October __, 2020, and Owner has further agreed to formally release and not otherwise assert claims against the City arising from and/or related to the Austin Ranch Development Agreement dated October 19, 2005 (“**AR Development Agreement**”) that Owner has or may have as of the date of this Release Agreement, including the claims asserted in Owner’s Notice of Claim served on City on June 26, 2020; and

WHEREAS, WSLG/Klondike has agreed not to challenge the Turnover and Shortfall Agreement or otherwise assert claims against or sue the City or Owner with respect to the Turnover and Shortfall Agreement; and

WHEREAS, Owner and WSLG/Klondike have agreed to formally release each other and the City of and from any and all claims relating to the 2018 Allocation Agreement (except any right that WSLG/Klondike has to enforce the terms of the First Amendment to the 2018 Allocation Agreement against the City); and

WHEREAS, WSLG/Klondike has agreed to formally release City and Owner of and from any and all claims relating to the Turnover and Shortfall Agreement.

NOW, THEREFORE, the Parties, in consideration of the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Terms

- **Release by Owner.** In consideration for mutual promises made in connection with the Turnover and Shortfall Agreement, Owner, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through Owner, hereby releases, waives, acquits and forever discharges the City of Surprise and WSLG/Klondike and their current and former elected officials, owners, shareholders, parents, subsidiaries, affiliates, successors, assigns, agents, employees, and attorneys, of and from any and all claims, demands, debts, actions, causes of action, suits, obligations, or liabilities of any kind or character, in law or equity, that Owner has or may have against the City and/or WSLG/Klondike with respect to the 2018 Allocation Agreement, or the First Amendment to the 2018 Allocation Agreement, and Owner further covenants not to sue either City or WSLG/Klondike with respect to the matters released herein. Owner further, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through Owner, hereby releases, waives, acquits and forever discharges the City and its current and former elected officials, agents, employees and attorneys of and from any and all claims, demands, debts, actions, causes of action, suits, obligations or liabilities of any kind or character, in law or equity, that Owner has or may have against the City with respect to the AR Development Agreement as of the date of this Release Agreement, including the claims set forth in Owner's Notice of Claim served on City on June 26, 2020.
- **Release by WSLG/Klondike.** In consideration for mutual promises made in connection with the Turnover and Shortfall Agreement, and in connection with that certain First Amendment to the Allocation Agreement dated October __, 2020 by the City, WSLG/Klondike, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through WSLG/Klondike, hereby releases, waives, acquits and forever discharges the City of Surprise and Owner and their

current and former elected officials, owners, shareholders, parents, subsidiaries, affiliates, successors, assigns, agents, employees, and attorneys, of and from any and all claims, demands, debts, actions, causes of action, suits, obligations, or liabilities of any kind or character, in law or equity, that WSLG/Klondike has or may have against the City with respect to the 2018 Allocation Agreement or against the City and/or Owner with respect to the Turnover and Shortfall Agreement, and WSLG/Klondike further covenant not to sue the City or Owner with respect to the matters released herein; provided, however, that nothing herein shall preclude WSLG/Klondike from enforcing the terms of the First Amendment to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement as to the City.

- **No Admission of Liability.** The Parties agree that the terms set forth in this Release Agreement shall not be deemed an admission of liability on the part of any Party hereto.
- **Ratification of Joint Development Agreement.** WSLG/Klondike and Owner hereby ratify and confirm all of the terms, covenants and conditions of the Joint Development Agreement, and agree that nothing herein amends or otherwise modifies the Joint Development Agreement and that the Joint Development Agreement continues in full force and effect, except to the extent that the Turnover and Shortfall Agreement specifies the manner in which increased sewer capacity is allocated among the Joint Participants to the Joint Development Agreement.
- **Choice of Law.** This Release Agreement shall be construed in accordance with the laws of the State of Arizona.
- **Counterparts and Delivery of Executed Copies.** This Release Agreement may be executed by facsimile and in counterparts, each of which when executed shall be considered an original, and which when taken together shall constitute but one and the same instrument.
- **Adequate Consideration.** The Parties hereby acknowledge and agree that adequate consideration has been provided to each of them for their rights and obligations under this Release Agreement.
- **Authority to Execute.** Each individual signing this Release Agreement warrants and represents that he has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he signs and for the purposes set forth in this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date written above.

City of Surprise

By _____
Its: _____

Austin Ranch LLC

By _____
Its: _____

Courtland Capital, L.L.C.

By _____
Its: _____

Klondike Land Portfolio, LLC

By _____
Its: _____

Buena Vista Holdings, LLC

By _____
Its: _____

Mesquite Mountain Ranch Investments, LLC

By _____
Its: _____

Management 317 LLC

By _____
Its: _____

Surprise Foothills Master LLC

By _____
Its: _____

8694471

[Page 5 of Settlement Agreement and Release]

RESOLUTION # 2020-137

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE FOR THE ACCEPTANCE OF THE AUSTIN RANCH WATER RECLAMATION FACILITY TURNOVER AND SHORTFALL AGREEMENT; AND ACCEPTANCE OF THE RELEASE AND COVENANT NOT TO SUE.

WHEREAS, pursuant to Arizona Revised Statute §9-500.05, *et seq.*, the City of Surprise has the authority to enter into development agreements;

WHEREAS, on October 19, 2005 the City entered into the Austin Ranch Development Agreement (“DA”), recorded as Instrument No. 2005-1667137, with Austin Ranch, LLC and Courtland, LLC (collectively “Austin Ranch”);

WHEREAS, the DA requires Austin Ranch to dedicate to the City and the City to accept the dedication of the water reclamation facility (“WRF”) pursuant to section 4.3.1.1;

WHEREAS, section 4.4 of the DA establishes a shortfall period, which sets forth the requirements of the parties during an initial period following dedication and acceptance of the WRF;

WHEREAS, on or about June 26, 2020, Austin Ranch and Courtland filed a Notice of Claim (“NOC”) against the City alleging, among other things, that the City was required to accept the water reclamation facility upon certain terms and conditions;

WHEREAS, on or about August 12, 2020, the City and Austin Ranch participated in mediation;

WHEREAS, following the mediation, the parties continued to negotiate a resolution to the NOC in accordance with the DA;

WHEREAS, the Turnover and Shortfall Agreement documents the negotiated resolution between the parties, and establishes the responsibilities of the parties going forward;

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

Section 1. That the City of Surprise accepts the Turnover and Shortfall Agreement Pursuant to Sections 4.3.1.1 and 4.4 of the Austin Ranch Development Agreement. The Turnover and Shortfall Agreement is attached hereto as attached as Exhibit A.

Section 2. That the City of Surprise accepts the Release and Covenant Not to Sue attached hereto as Exhibit B.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-137
Exhibit A
(Turnover and Shortfall Agreement)

RESOLUTION # 2020-137
Exhibit B
(Release and Covenant Not To Sue)

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue, dated as of October __, 2020 (this “**Release Agreement**”), is made by and among the City of Surprise, an Arizona municipal corporation (“**City**”); Austin Ranch LLC, an Arizona limited liability company, and Courtland Capital, L.L.C., an Arizona limited liability company (collectively referred to as “**Owner**”); and Mesquite Mountain Ranch Investments, LLC, an Arizona limited liability company, Management 317 LLC, an Arizona limited liability company, Buena Vista Holdings, LLC, an Arizona limited liability company, Surprise Foothills Master LLC, an Arizona limited liability company, and Klondike Land Portfolio, LLC, an Arizona limited liability company (collectively referred to as “**WSLG/Klondike**”). The parties to this Release Agreement shall be referred to individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS, the City and WSLG/Klondike entered into an agreement dated November 7, 2018 entitled SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement (“**the 2018 Allocation Agreement**”), recorded as Instrument No. 2019-0029551, Records of Maricopa County, Arizona, and re-recorded as Instrument No. 2020-0504358, Records of Maricopa County, Arizona; and

WHEREAS, Owner has claimed that the 2018 Allocation Agreement violated Owner’s rights under that certain Joint Development Agreement dated November 4, 2005 (“**the Joint Development Agreement**”) among Owner, West Surprise Landowners Group, LLC, an Arizona limited liability company (“**WSLG**”) and various other parties relating to the development and operation of sewer improvements (therein and herein referred to as “**the Sewer Improvements**”) on Owner’s property in the City of Surprise; and

WHEREAS, Owner has reached agreement with the City on various matters relating to the Sewer Improvements, memorialized in that certain Turnover and Shortfall Agreement Pursuant to ¶ 4.4 of the Austin Ranch Development Agreement, M.C.R. # 2005-1667137, between Owner and City dated as of October __, 2020 (“**the Turnover and Shortfall Agreement**”); and

WHEREAS, Owner has agreed in connection with the Turnover and Shortfall Agreement not to challenge the 2018 Allocation Agreement or otherwise assert claims against or sue the City or WSLG/Klondike with respect to the 2018 Allocation Agreement and/or the “First Amendment to the SPA 3 Regional Wastewater Treatment Plan Capacity Allocation Agreement” (“**First Amendment to the 2018 Allocation Agreement**”) between the City and WSLG/Klondike dated as of October __, 2020, and Owner has further agreed to formally release and not otherwise assert claims against the City arising from and/or related to the Austin Ranch Development Agreement dated October 19, 2005 (“**AR Development Agreement**”) that Owner has or may have as of the date of this Release Agreement, including the claims asserted in Owner’s Notice of Claim served on City on June 26, 2020; and

WHEREAS, WSLG/Klondike has agreed not to challenge the Turnover and Shortfall Agreement or otherwise assert claims against or sue the City or Owner with respect to the Turnover and Shortfall Agreement; and

WHEREAS, Owner and WSLG/Klondike have agreed to formally release each other and the City of and from any and all claims relating to the 2018 Allocation Agreement (except any right that WSLG/Klondike has to enforce the terms of the First Amendment to the 2018 Allocation Agreement against the City); and

WHEREAS, WSLG/Klondike has agreed to formally release City and Owner of and from any and all claims relating to the Turnover and Shortfall Agreement.

NOW, THEREFORE, the Parties, in consideration of the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Terms

- **Release by Owner.** In consideration for mutual promises made in connection with the Turnover and Shortfall Agreement, Owner, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through Owner, hereby releases, waives, acquits and forever discharges the City of Surprise and WSLG/Klondike and their current and former elected officials, owners, shareholders, parents, subsidiaries, affiliates, successors, assigns, agents, employees, and attorneys, of and from any and all claims, demands, debts, actions, causes of action, suits, obligations, or liabilities of any kind or character, in law or equity, that Owner has or may have against the City and/or WSLG/Klondike with respect to the 2018 Allocation Agreement, or the First Amendment to the 2018 Allocation Agreement, and Owner further covenants not to sue either City or WSLG/Klondike with respect to the matters released herein. Owner further, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through Owner, hereby releases, waives, acquits and forever discharges the City and its current and former elected officials, agents, employees and attorneys of and from any and all claims, demands, debts, actions, causes of action, suits, obligations or liabilities of any kind or character, in law or equity, that Owner has or may have against the City with respect to the AR Development Agreement as of the date of this Release Agreement, including the claims set forth in Owner's Notice of Claim served on City on June 26, 2020.
- **Release by WSLG/Klondike.** In consideration for mutual promises made in connection with the Turnover and Shortfall Agreement, and in connection with that certain First Amendment to the Allocation Agreement dated October __, 2020 by the City, WSLG/Klondike, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through WSLG/Klondike, hereby releases, waives, acquits and forever discharges the City of Surprise and Owner and their

current and former elected officials, owners, shareholders, parents, subsidiaries, affiliates, successors, assigns, agents, employees, and attorneys, of and from any and all claims, demands, debts, actions, causes of action, suits, obligations, or liabilities of any kind or character, in law or equity, that WSLG/Klondike has or may have against the City with respect to the 2018 Allocation Agreement or against the City and/or Owner with respect to the Turnover and Shortfall Agreement, and WSLG/Klondike further covenant not to sue the City or Owner with respect to the matters released herein; provided, however, that nothing herein shall preclude WSLG/Klondike from enforcing the terms of the First Amendment to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement as to the City.

- **No Admission of Liability.** The Parties agree that the terms set forth in this Release Agreement shall not be deemed an admission of liability on the part of any Party hereto.
- **Ratification of Joint Development Agreement.** WSLG/Klondike and Owner hereby ratify and confirm all of the terms, covenants and conditions of the Joint Development Agreement, and agree that nothing herein amends or otherwise modifies the Joint Development Agreement and that the Joint Development Agreement continues in full force and effect, except to the extent that the Turnover and Shortfall Agreement specifies the manner in which increased sewer capacity is allocated among the Joint Participants to the Joint Development Agreement.
- **Choice of Law.** This Release Agreement shall be construed in accordance with the laws of the State of Arizona.
- **Counterparts and Delivery of Executed Copies.** This Release Agreement may be executed by facsimile and in counterparts, each of which when executed shall be considered an original, and which when taken together shall constitute but one and the same instrument.
- **Adequate Consideration.** The Parties hereby acknowledge and agree that adequate consideration has been provided to each of them for their rights and obligations under this Release Agreement.
- **Authority to Execute.** Each individual signing this Release Agreement warrants and represents that he has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he signs and for the purposes set forth in this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date written above.

City of Surprise

By _____
Its: _____

Austin Ranch LLC

By Austin Ranch LLC
Its: Managing Member

Courtland Capital, L.L.C.

By Courtland Capital
Its: Managing Member

Klondike Land Portfolio, LLC

By _____
Its: _____

Buena Vista Holdings, LLC

By _____
Its: _____

Mesquite Mountain Ranch Investments, LLC

By _____
Its: _____

Management 317 LLC

By _____
Its: _____

Surprise Foothills Master LLC

By _____
Its: _____

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[Page 5 of Settlement Agreement and Release]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 2020
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$425,000 from the Grants Fund to project A34100 for the purpose of re-establishing the Type 3 urban interface vehicle project; Resolution # 2020-134.

Motion:

I move to approve Resolution # 2020-134.

Background:

In FY2019, the City issued a purchase order to a vendor for the purchase of a Type 3 urban interface vehicle with an expected delivery date in FY2020. Due to the COVID-19 pandemic, there were production delays and the vehicle was not received in FY2020, therefore budget for this vehicle was unspent in FY2020 and it is necessary to reestablish the project and allocate the available project budget in FY2021.

Objective Analysis:

The project should be reestablished in FY2021 in order to fulfill the City's financial obligation to the vendor and receive the Type 3 urban interface vehicle.

Policy Compliant:

The budget amendment is in compliance with the Comprehensive Financial Management Policy.

Financial Impact:

This action will result in the one-time expenditure of \$425,000 for the Type 3 urban interface vehicle and related equipment from project A34100. If needed, the department will absorb expenses above \$425,000 within their General Fund budget. Ongoing costs are included in the appropriate department's operating budget.

Budget Impact:

If approved, this action will amend the FY2021 adopted budget by reallocating appropriation in the amount of \$425,000 from contingency within the Grants Fund from contingency to the re-established Type 3 project A34100 and amend the FY2021 Contract Awarding Authority List. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide

expenditure budget.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. Res 2020-134 Budget Amdt FY21 for vehicle replacement
-

RESOLUTION # 2020-134

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$425,000 FROM THE GRANTS CONTINGENCY FUND TO THE VEHICLE REPLACEMENT FUND FOR THE PURPOSE OF REESTABLISHING PROJECT A34100 AND AMENDING THE FISCAL YEAR 2021 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, the FY2020 adopted budget included appropriation in capital project A34100 for the purchase of a Type 3 urban interface vehicle;

WHEREAS, the Type 3 urban interface vehicle associated with this project was not received and the funding was not utilized in FY2020;

WHEREAS, the City wishes to complete the purchase of the vehicle in FY2021;

WHEREAS, the FY2021 budget, including the FY2021 Contract Awarding Authority List, was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature; and

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

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 *Exhibit B* and incorporated by reference are adopted, amending the budget and Contract Awarding Authority List 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:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-134
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$425,000 from the Grants Contingency Fund to the Vehicle Replacement Fund for the purpose of reestablishing project A34100. 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
Vehicle Replacement	Fire - Medical	#A34100 Ford F-550 BR303 Replacement	E	-	425,000	425,000
Grants	General Operations	Contingency	E	24,206,200	(425,000)	23,781,200
Expense Total				24,206,200	-	24,206,200
Revenue Total				-	-	-

RESOLUTION # 2020-134
Exhibit B

1. Contract Awarding Authority List – Council approved \$475,000 in FY2020 for the purchase of the urban interface vehicle purchase and upfitting. This amount was based on quotes received from vendors.

CAPITAL				
Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21100	Asset Repl – Brush Truck	\$0	\$475,000	\$475,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 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
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$292, 200 from Wastewater Operations Fund contingency and \$20, 600 from WRM Wastewater Operations Fund Unforeseen Expense to the Wastewater Operations Fund services, and Contract Awarding Authority list; Resolution # 2020-138.

Motion:

I move to Approve Resolution # 2020-138.

Background:

The SPA 3 Water Reclamation Facility is located at 187th Avenue and Deer Valley Road. This facility will serve approx. 8,500 homes and businesses in the northwest region of Surprise. This facility has the capability to process 1.8 million gallons of wastewater per day. As part of resolution 2020-137, the City has accepted the operation and maintenance of this facility.

The operation and maintenance costs associated with the SPA 3 Water Reclamation Facility were included in the fiscal year 2021 operating fund but due to the uncertain timing of the dedication, part of the funds were placed in contingency. This action will reallocate the budgeted funding from contingency and unforeseen expenses into the operating budget.

Objective Analysis:

This budget amendment will allow the City to proceed as planned with the operation and maintenance of the recently dedicated SPA 3 Water Reclamation Facility.

Policy Compliant:

This item is policy consistent.

Financial Impact:

Total estimated ongoing operational and maintenance cost to operate for the first year is \$647,300. The city will continue to collect applicable Wastewater fees. Per the agreement, there is a shortfall provision that requires the Owner, Austin Ranch, to cover the difference between the cost to operate the facility and the revenue received from the homes within the SPA 3 region. Since the city has been collecting sewer user fees in SPA 3 since 2017, there will be a shortfall credit that the Owner will be entitled to

use against the monthly shortfall obligation.

Budget Impact:

The funding source in the current fiscal year and future fiscal years will be the Wastewater Operations fund. A budget of \$178,900 was adopted in FY2021 for operational cost related to electricity, water and other O&M cost. This budget amendment of \$312,800 will be necessary to establish the amount necessary to operate for the remainder of this fiscal year.

FTE Impact:

The Water Resource Management Department has budgeted a Wastewater Operations Supervisor for Fiscal Year 21 for the oversight of this facility. Hiring for this position will occur in early calendar year 2021.

ATTACHMENTS:

1. Res 2020-138 SPA 3 WRF Budget Amendment for PERC Contract-final
-

RESOLUTION # 2020-138

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$292,200 FROM SEWER OPERATIONS FUND CONTINGENCY AND \$20,600 FROM WRM SEWER OPERATIONS FUND UNFORSEEN EXPENSE TO WRM SEWER OPERATIONS SERVICES AND AMENDING THE FISCAL YEAR 2021 CONTRACT AWARDING AUTHORITY LIST BY ADDING \$1,000,000 FOR WASTEWATER OPERATION SERVICES.

WHEREAS, pursuant to Resolution 2020-137, the City of Surprise was dedicated the SPA 3 Water Reclamation Facility;

WHEREAS, the Water Resource Department would like to establish the Operation and Maintenance funding for this facility in the Wastewater Operations Fund;

WHEREAS, the Water Resource Department intends to Contract with PERC Water Company for the ongoing operation of the SPA 3 Water Reclamation Facility;

WHEREAS, the Contract authority was not included in the Fiscal Year 2021 Contract Awarding Authority List necessitating this Council action;

WHEREAS, the FY2021 budget, including the FY2021 Contract Awarding Authority List, was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for contracts over \$50,000 not previously approved as part of the Fiscal Year 2021 budget adoption.

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

Section 1. The statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the Fiscal Year 2021 budget the and the Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-138

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$292,200 from the Sewer Operations Fund contingency budget and \$20,600 from the WRM Sewer Operations Fund unforeseen expense budget to the WRM Department's Sewer Operations Fund services budget to establish a budget for the contract associated with PERC to operate WRF at SPA3. 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
Sewer Operations	Water Resource Management	Services	E	4,227,300	312,800	4,540,100
Sewer Operations	Water Resource Management	Contingency	E	292,200	(292,200)	0
Sewer Operations	Water Resource Management	Unforeseen Operating	E	365,800	(20,600)	345,200

2. Contract Awarding Authority List - Council approved the FY2021 Contract Awarding Authority List. This resolution provides authority to add \$1,000,000 to Wastewater Operations Services for the operations of Water Reclamation Facilities.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21569	Wastewater Operation Services	0	1,000,000	1,000,000



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 2020
Submitting Department: Water Resource
Management
Staff Recommendations:

Contact Person: Lee Lambert
District: District 1

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

Consideration and action pertaining to approval of a First Amendment to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement; Resolution # 2020-139.

Motion:

I move to Approve Resolution # 2020-139.

Background:

With the consideration of the Austin Ranch Shortfall and Turnover Agreement, Resolution # 2020-137, it is necessary for the City to establish a unified single-family home demand factor for the SPA 3 Water Reclamation Facility. This amendment update the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement to reflect the same factors and calculations as the Austin Ranch Turnover and Shortfall agreement.

Objective Analysis:

The amendment to the agreement will result in a unified approach to managing the capacity within the SPA 3 Water Reclamation Facility.

Policy Compliant:

This item is policy consistent.

Financial Impact:

This item is cost neutral to the City.

Budget Impact:

This item has no impact on the FY21 Water Resource Management budget.

FTE Impact:

This item has no impact on FTE

ATTACHMENTS:

1. First Amendment to the SPA 3 Wastewater Capacity Reallocation Agreement -- 100720 v2
2. Res 2020-139-WSLG Amendment FINAL

3. 3_Signed_partial_release
 4. 2_Signed_partial_first amendment plant capacity
 5. 1_Signed_partial_first amendment plant capacity and release
-

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a copy to:
Jeffrey M. Blilie
Beus Gilbert McGroder PLLC
701 North 44th Street
Phoenix, AZ 85008

**FIRST AMENDMENT TO THE
SPA 3 REGIONAL WASTEWATER TREATMENT PLANT CAPACITY
ALLOCATION AGREEMENT**

THIS FIRST AMENDMENT TO THE SPA 3 REGIONAL WASTEWATER TREATMENT PLANT CAPACITY ALLOCATION AGREEMENT (this “**First Amendment**”) is made as this _____ day of _____, 2020, by and between Klondike Land Portfolio, LLC, an Arizona limited liability company (“**Klondike**”) and Surprise Foothills Master, LLC, an Arizona limited liability company (“**Surprise Foothills**”), Mesquite Mountain Ranch Investments, LLC, an Arizona limited liability company (“**MMR**”), Management 317 LLC, an Arizona limited liability company (“**317**”) and Buena Vista Holdings, LLC, an Arizona limited liability company (“**Buena Vista**”). Klondike, Surprise Foothills, MMR, 317 and Buena Vista shall be referred to herein individually as “**Owner**” and collectively as “**Owners.**”

RECITALS:

A. Owners and City are parties to that certain SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement dated November 7, 2018 (“**Agreement**”), recorded as Instrument No. 2019-0029551, Records of Maricopa County, Arizona.

B. Owners and City desire to enter into this First Amendment to revise the Facility capacity re-calculation date and establish a GPD/EDU minimum standard.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the premises and mutual promises set forth in this First Amendment, the parties state, confirm and agree as follows:

1. Except as otherwise defined herein, all capitalized terms used herein shall

have the meanings ascribed thereto in the Agreement.

2. Paragraphs 1(b) and 1(c) are hereby replaced with the following language.

(b) Subsequent to the recordation of the SPA 3 DA, City revised its Integrated Water Master Plan to, among other things, reduce the wastewater usage standard from 250 gpd per EDU to 210 gpd per EDU. City recognizes that Owners shall have capacity based on 210 gpd per EDU from the Effective Date of this Agreement. Detached single-family residential units shall be deemed to consume a single EDU. Attached single-family units such as apartments, townhouses or condominium units shall each be deemed to consume a single EDU. Commercial property sewage utilization shall be calculated pursuant to City's Integrated Water Master Plan and then converted into EDUs. City covenants and agrees to "reserve" 8,571 EDUs in the Facility (subject to increase or decrease in accordance with this Agreement) for the Owners and other parties entitled to capacity ("**Joint Participants**"), which EDUs in the Facility shall be allocated among the Joint Participants in the same proportion as set forth on Exhibit "O" to that certain Joint Development Agreement made as of November 4, 2005 among the Joint Participants (the "**Joint Development Agreement**"). If, after the execution of this Agreement, City further reduces its wastewater usage standard to less than 210 gpd per EDU, then City will recalculate and increase the available EDUs in the Facility available to the Owners, which increased Capacity Units in the Facility shall be allocated among the Joint Participants in the same proportion as set forth on Exhibit "O" to the Joint Development Agreement. City shall not authorize or permit any other person or property to connect or tie into, or otherwise use EDUs in the Facility, or approve any preliminary plat, site plan, or subdivision map that is based on obtaining wastewater services from the Facility in excess of the capacity allocated to the Joint Participants. Upon City's acceptance of the Facility, City will control the wastewater capacity of the Facility and the use of any portion of the Facility subject only to the terms and conditions of this Agreement. City understands that use of the Facility wastewater capacity above and beyond the Joint Participants' capacity, without expansion of the Facility, may result in an over allocation of Facility capacity.

3. Paragraph 1(d) is hereby replaced with the following language.

(c) Promptly following the completion of 1,800 homes have been completed in the Austin Ranch project, the City will evaluate the flows and calculate the average amount of wastewater per EDU being treated by the Facility; provided, that if the average amount of wastewater per EDU being treated by the Facility is less than 140 GPD/EDU, then the average amount of wastewater per EDU being treated by the Facility shall be deemed for all purposes of this Agreement to be 140 GPD/EDU. In the event the re-calculated GPD/EDU amount is less than the wastewater usage standard of 210 GPD/EDU, the City shall provide additional EDUs of capacity to the Owners, with each Owner being entitled to its proportionate share of the additional EDUs. By way of example, if the average amount of wastewater per EDU actually being treated by the Facility is 195 GPD/EDU, then there would be an additional 660 EDUs ($1,800,000 / 210 = 8,571$; $1,800,000 / 195 = 9,231$; $9,231 - 8,571 = 660$). By way of another example, if

the average amount of wastewater per EDU actually being treated by the Facility is 110 GPD/EDU, then the average amount of wastewater per EDU being treated by the Facility shall be deemed to be 140 GPD/EDU, and there would be an additional 4,286 EDUs ($1,800,000 / 210 = 8,571$; $1,800,000 / 140 = 12,857$; $12,857 - 8,571 = 4,286$). City shall have no obligation, liability or responsibility for determining the allocation of any recalculated EDUs. In the event the re-calculated GPD/EDU amount is more than the wastewater usage standard of 210 GPD/EDU, City may reduce the number of EDUs of capacity available for allocation among the Joint Participants by Owner based on the actual GPD/EDU amount, but in no event to fewer than 7200 EDUs. No other capacity re-calculation before or after the capacity re-calculation described in this Paragraph 1(d) shall affect the outcome of the capacity re-calculation described in this Paragraph 1(d).

3. Paragraph 3 of the Agreement is hereby deleted.

4. Except as otherwise amended hereby, all terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall control.

[signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, Town Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally appeared Skip Hall, 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 claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

KLONDIKE LAND PORTFOLIO, LLC, an
Arizona limited liability company

By: _____

Name: Justin Merritt

Title: _____

STATE OF ARIZONA

County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Justin Merritt, _____, of Klondike Land Portfolio,
LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he claims to be,
and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

SURPRISE FOOTHILLS MASTER, LLC, an
Arizona limited liability company

By: _____

Name: Elliott Pollack

Title: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Elliott Pollack, _____, of Surprise Foothills Master,
LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he claims to be,
and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

BUENA VISTA HOLDINGS, LLC, an Arizona
limited liability company

By: _____

Name: Elliott Pollack

Title: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Elliott Pollack, _____ of Buena Vista Holdings, LLC, an
Arizona limited liability company, for and on behalf thereof, whose identity was proven
to me on the basis of satisfactory evidence to be the person who he claims to be, and
acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

**MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC**, an Arizona limited
liability company

By: _____
Name: Elliott Pollack
Title: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Elliott Pollack, _____ of Mesquite Mountain Ranch
Investments, LLC, an Arizona limited liability company, for and on behalf thereof, whose
identity was proven to me on the basis of satisfactory evidence to be the person who he
claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

MANAGEMENT 317, LLC, an Arizona
limited liability company

By: _____

Name: Elliott Pollack

Title: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Elliott Pollack, _____, of Management 317, LLC,
an Arizona limited liability company, for and on behalf thereof, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he claims to be,
and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

RESOLUTION # 2020-139

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE FOR THE ACCEPTANCE OF THE FIRST AMENDMENT TO THE SPA 3 REGIONAL WASTEWATER TREATMENT PLANT CAPACITY ALLOCATION AGREEMENT.

WHEREAS, pursuant to Arizona Revised Statute §9-500.05, *et seq.*, the City of Surprise has the authority to enter into agreements;

WHEREAS, on November 7, 2018 the City entered into the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement (“Allocation Agreement”), recorded as Instrument No. 2019-0029551, with Klondike Land Portfolio, LLC, an Arizona limited liability company (“**Klondike**”) and Surprise Foothills Master, LLC, an Arizona limited liability company (“**Surprise Foothills**”), Mesquite Mountain Ranch Investments, LLC, an Arizona limited liability company (“**MMR**”), Management 317 LLC, an Arizona limited liability company (“**317**”) and Buena Vista Holdings, LLC, an Arizona limited liability company (“**Buena Vista**”) (collectively “Owners”);

WHEREAS, on or about June 26, 2020, Austin Ranch and Courtland filed a Notice of Claim (“NOC”) against the City alleging, among other things, that the Allocation Agreement was unlawful and a violation of the Austin Ranch DA;

WHEREAS, on or about August 12, 2020, the City and Austin Ranch participated in mediation;

WHEREAS, following the mediation, the parties continued to negotiate a resolution to the NOC in accordance with the DA and in order to address the allegations related to the Allocation Agreement;

WHEREAS, the Turnover and Shortfall Agreement between the City and Austin Ranch documents the negotiated resolution between the parties, and establishes the responsibilities of the parties going forward, including resolving Austin Ranch’s claim regarding the Allocation Agreement;

WHEREAS, the Owners and City desire to enter into this First Amendment to revise the Facility capacity re-calculation date and establish a Gallons per Day per Equivalent Dwelling Unit (GPD/EDU) minimum Standard; and

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

Section 1. That the City of Surprise accepts the First Amendment to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation as attached as Exhibit A.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION #2020-139
Exhibit A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue, dated as of October 8, 2020 (this “**Release Agreement**”), is made by and among the City of Surprise, an Arizona municipal corporation (“**City**”); Austin Ranch LLC, an Arizona limited liability company, and Courtland Capital, L.L.C., an Arizona limited liability company (collectively referred to as “**Owner**”); and Mesquite Mountain Ranch Investments, LLC, an Arizona limited liability company, Management 317 LLC, an Arizona limited liability company, Buena Vista Holdings, LLC, an Arizona limited liability company, Surprise Foothills Master LLC, an Arizona limited liability company, and Klondike Land Portfolio, LLC, an Arizona limited liability company (collectively referred to as “**WSLG/Klondike**”). The parties to this Release Agreement shall be referred to individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS, the City and WSLG/Klondike entered into an agreement dated November 7, 2018 entitled SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement (“**the 2018 Allocation Agreement**”), recorded as Instrument No. 2019-0029551, Records of Maricopa County, Arizona, and re-recorded as Instrument No. 2020-0504358, Records of Maricopa County, Arizona; and

WHEREAS, Owner has claimed that the 2018 Allocation Agreement violated Owner’s rights under that certain Joint Development Agreement dated November 4, 2005 (“**the Joint Development Agreement**”) among Owner, West Surprise Landowners Group, LLC, an Arizona limited liability company (“**WSLG**”) and various other parties relating to the development and operation of sewer improvements (therein and herein referred to as “**the Sewer Improvements**”) on Owner’s property in the City of Surprise; and

WHEREAS, Owner has reached agreement with the City on various matters relating to the Sewer Improvements, memorialized in that certain Turnover and Shortfall Agreement Pursuant to ¶ 4.4 of the Austin Ranch Development Agreement, M.C.R. # 2005-1667137, between Owner and City dated as of October 8, 2020 (“**the Turnover and Shortfall Agreement**”); and

WHEREAS, Owner has agreed in connection with the Turnover and Shortfall Agreement not to challenge the 2018 Allocation Agreement or otherwise assert claims against or sue the City or WSLG/Klondike with respect to the 2018 Allocation Agreement and/or the “**First Amendment to the 2018 Allocation Agreement**” between the City and WSLG/Klondike dated as of October 8, 2020, and Owner has further agreed to formally release and not otherwise assert claims against the City arising from and/or related to the Austin Ranch Development Agreement dated October 19, 2005 (“**AR Development Agreement**”) that Owner has or may have as of the date of this Release Agreement, including the claims asserted in Owner’s Notice of Claim served on City on June 26, 2020; and

WHEREAS, WSLG/Klondike has agreed not to challenge the Turnover and Shortfall Agreement or otherwise assert claims against or sue the City or Owner with respect to the Turnover and Shortfall Agreement; and

WHEREAS, Owner and WSLG/Klondike have agreed to formally release each other and the City of and from any and all claims relating to the 2018 Allocation Agreement (except any right that WSLG/Klondike has to enforce the terms of the First Amendment to the 2018 Allocation Agreement against the City); and

WHEREAS, WSLG/Klondike has agreed to formally release City and Owner of and from any and all claims relating to the Turnover and Shortfall Agreement.

NOW, THEREFORE, the Parties, in consideration of the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Terms

- **Release by Owner.** In consideration for mutual promises made in connection with the Turnover and Shortfall Agreement, Owner, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through Owner, hereby releases, waives, acquits and forever discharges the City of Surprise and WSLG/Klondike and their current and former elected officials, owners, shareholders, parents, subsidiaries, affiliates, successors, assigns, agents, employees, and attorneys, of and from any and all claims, demands, debts, actions, causes of action, suits, obligations, or liabilities of any kind or character, in law or equity, that Owner has or may have against the City and/or WSLG/Klondike with respect to the 2018 Allocation Agreement, or the First Amendment to the 2018 Allocation Agreement, and Owner further covenants not to sue either City or WSLG/Klondike with respect to the matters released herein. Owner further, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through Owner, hereby releases, waives, acquits and forever discharges the City and its current and former elected officials, agents, employees and attorneys of and from any and all claims, demands, debts, actions, causes of action, suits, obligations or liabilities of any kind or character, in law or equity, that Owner has or may have against the City with respect to the AR Development Agreement as of the date of this Release Agreement, including the claims set forth in Owner's Notice of Claim served on City on June 26, 2020.
- **Release by WSLG/Klondike.** In consideration for mutual promises made in connection with the Turnover and Shortfall Agreement, and in connection with that certain First Amendment to the Allocation Agreement dated October 8, 2020 by the City, WSLG/Klondike, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through WSLG/Klondike, hereby releases, waives, acquits and forever discharges the City of Surprise and Owner and their

current and former elected officials, owners, shareholders, parents, subsidiaries, affiliates, successors, assigns, agents, employees, and attorneys, of and from any and all claims, demands, debts, actions, causes of action, suits, obligations, or liabilities of any kind or character, in law or equity, that WSLG/Klondike has or may have against the City with respect to the 2018 Allocation Agreement or against the City and/or Owner with respect to the Turnover and Shortfall Agreement, and WSLG/Klondike further covenant not to sue the City or Owner with respect to the matters released herein; provided, however, that nothing herein shall preclude WSLG/Klondike from enforcing the terms of the First Amendment to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement as to the City.

- **No Admission of Liability.** The Parties agree that the terms set forth in this Release Agreement shall not be deemed an admission of liability on the part of any Party hereto.
- **Ratification of Joint Development Agreement.** WSLG/Klondike and Owner hereby ratify and confirm all of the terms, covenants and conditions of the Joint Development Agreement, and agree that nothing herein amends or otherwise modifies the Joint Development Agreement and that the Joint Development Agreement continues in full force and effect, except to the extent that the Turnover and Shortfall Agreement specifies the manner in which increased sewer capacity is allocated among the Joint Participants to the Joint Development Agreement.
- **Choice of Law.** This Release Agreement shall be construed in accordance with the laws of the State of Arizona.
- **Counterparts and Delivery of Executed Copies.** This Release Agreement may be executed by facsimile and in counterparts, each of which when executed shall be considered an original, and which when taken together shall constitute but one and the same instrument.
- **Adequate Consideration.** The Parties hereby acknowledge and agree that adequate consideration has been provided to each of them for their rights and obligations under this Release Agreement.
- **Authority to Execute.** Each individual signing this Release Agreement warrants and represents that he has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he signs and for the purposes set forth in this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date written above.

City of Surprise

By _____
Its: _____

Austin Ranch LLC

By _____
Its: _____

Courtland Capital, L.L.C.

By _____
Its: _____

Klondike Land Portfolio, LLC

By _____
Its: _____

Buena Vista Holdings, LLC

By  _____
Its: managing member

Mesquite Mountain Ranch Investments, LLC

By 
Its: managing member

Management 317 LLC

By 
Its: managing member

Surprise Foothills Master LLC

By 
Its: managing member

8694471

[Page 5 of Settlement Agreement and Release]

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a copy to:
Jeffrey M. Blilie
Beus Gilbert McGroder PLLC
701 North 44th Street
Phoenix, AZ 85008

**FIRST AMENDMENT TO THE
SPA 3 REGIONAL WASTEWATER TREATMENT PLANT CAPACITY
ALLOCATION AGREEMENT**

THIS FIRST AMENDMENT TO THE SPA 3 REGIONAL WASTEWATER TREATMENT PLANT CAPACITY ALLOCATION AGREEMENT (this “**First Amendment**”) is made as this 8 day of October, 2020, by and between Klondike Land Portfolio, LLC, an Arizona limited liability company (“**Klondike**”) and Surprise Foothills Master, LLC, an Arizona limited liability company (“**Surprise Foothills**”), Mesquite Mountain Ranch Investments, LLC, an Arizona limited liability company (“**MMR**”), Management 317 LLC, an Arizona limited liability company (“**317**”) and Buena Vista Holdings, LLC, an Arizona limited liability company (“**Buena Vista**”). Klondike, Surprise Foothills, MMR, 317 and Buena Vista shall be referred to herein individually as “**Owner**” and collectively as “**Owners**.”

RECITALS:

A. Owners and City are parties to that certain SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement dated November 7, 2018 (“**Agreement**”), recorded as Instrument No. 2019-0029551, Records of Maricopa County, Arizona.

B. Owners and City desire to enter into this First Amendment to revise the Facility capacity re-calculation date and establish a GPD/EDU minimum standard.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the premises and mutual promises set forth in this First Amendment, the parties state, confirm and agree as follows:

1. Except as otherwise defined herein, all capitalized terms used herein shall

have the meanings ascribed thereto in the Agreement.

2. Paragraphs 1(b) and 1(c) are hereby replaced with the following language.

(b) Subsequent to the recordation of the SPA 3 DA, City revised its Integrated Water Master Plan to, among other things, reduce the wastewater usage standard from 250 gpd per EDU to 210 gpd per EDU. City recognizes that Owners shall have capacity based on 210 gpd per EDU from the Effective Date of this Agreement. Detached single-family residential units shall be deemed to consume a single EDU. Attached single-family units such as apartments, townhouses or condominium units shall each be deemed to consume a single EDU. Commercial property sewage utilization shall be calculated pursuant to City's Integrated Water Master Plan and then converted into EDUs. City covenants and agrees to "reserve" 8,571 EDUs in the Facility (subject to increase or decrease in accordance with this Agreement) for the Owners and other parties entitled to capacity ("**Joint Participants**"), which EDUs in the Facility shall be allocated among the Joint Participants in the same proportion as set forth on Exhibit "O" to that certain Joint Development Agreement made as of November 4, 2005 among the Joint Participants (the "**Joint Development Agreement**"). If, after the execution of this Agreement, City further reduces its wastewater usage standard to less than 210 gpd per EDU, then City will recalculate and increase the available EDUs in the Facility available to the Owners, which increased Capacity Units in the Facility shall be allocated among the Joint Participants in the same proportion as set forth on Exhibit "O" to the Joint Development Agreement. City shall not authorize or permit any other person or property to connect or tie into, or otherwise use EDUs in the Facility, or approve any preliminary plat, site plan, or subdivision map that is based on obtaining wastewater services from the Facility in excess of the capacity allocated to the Join Participants. Upon City's acceptance of the Facility, City will control the wastewater capacity of the Facility and the use of any portion of the Facility subject only to the terms and conditions of this Agreement. City understands that use of the Facility wastewater capacity above and beyond the Joint Participants' capacity, without expansion of the Facility, may result in an over allocation of Facility capacity.

3. Paragraph 1(d) is hereby replaced with the following language.

(c) Promptly following the completion of 1,800 homes have been completed in the Austin Ranch project, the City will evaluate the flows and calculate the average amount of wastewater per EDU being treated by the Facility; provided, that if the average amount of wastewater per EDU being treated by the Facility is less than 140 GPD/EDU, then the average amount of wastewater per EDU being treated by the Facility shall be deemed for all purposes of this Agreement to be 140 GPD/EDU. In the event the re-calculated GPD/EDU amount is less than the wastewater usage standard of 210 GPD/EDU, the City shall provide additional EDUs of capacity to the Owners, with each Owner being entitled to its proportionate share of the additional EDUs. By way of example, if the average amount of wastewater per EDU actually being treated by the Facility is 195 GPD/EDU, then there would be an additional 660 EDUs ($1,800,000 / 210 = 8,571$; $1,800,000 / 195 = 9,231$; $9,231 - 8,571 = 660$). By way of another example, if

the average amount of wastewater per EDU actually being treated by the Facility is 110 GPD/EDU, then the average amount of wastewater per EDU being treated by the Facility shall be deemed to be 140 GPD/EDU, and there would be an additional 4,286 EDUs ($1,800,000 / 210 = 8,571$; $1,800,000 / 140 = 12,857$; $12,857 - 8,571 = 4,286$). City shall have no obligation, liability or responsibility for determining the allocation of any recalculated EDUs. In the event the re-calculated GPD/EDU amount is more than the wastewater usage standard of 210 GPD/EDU, City may reduce the number of EDUs of capacity available for allocation among the Joint Participants by Owner based on the actual GPD/EDU amount, but in no event to fewer than 7200 EDUs. No other capacity re-calculation before or after the capacity re-calculation described in this Paragraph 1(d) shall affect the outcome of the capacity re-calculation described in this Paragraph 1(d).

3. Paragraph 3 of the Agreement is hereby deleted.

4. Except as otherwise amended hereby, all terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall control.

[signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, Town Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally appeared Skip Hall, 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 claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

KLONDIKE LAND PORTFOLIO, LLC, an
Arizona limited liability company

By: _____

Name: Justin Merritt

Title: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Justin Merritt, _____, of Klondike Land Portfolio,
LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he claims to be,
and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

BUENA VISTA HOLDINGS, LLC, an Arizona
limited liability company

By: *Elliott Pollack*

Name: Elliott Pollack

Title: managing member

STATE OF ARIZONA
County of Maricopa

On this 8 day of October, 2020, before me personally
appeared Elliott Pollack, managing member of Buena Vista Holdings, LLC, an
Arizona limited liability company, for and on behalf thereof, whose identity was proven
to me on the basis of satisfactory evidence to be the person who he claims to be, and
acknowledged that he signed the above/attached document.



Frank B. Akers IV
Notary Public

OWNER:

SURPRISE FOOTHILLS MASTER, LLC, an
Arizona limited liability company

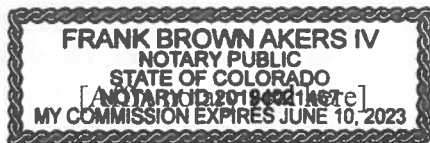
By: 

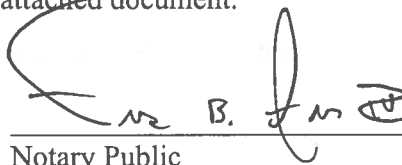
Name: Elliott Pollack

Title: Managing Member

STATE OF ARIZONA
County of Maricopa

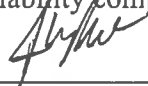
On this 8 day of October, 2020, before me personally
appeared Elliott Pollack, Managing Member, of Surprise Foothills Master,
LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he claims to be,
and acknowledged that he signed the above/attached document.




Notary Public

OWNER:

MANAGEMENT 317, LLC, an Arizona
limited liability company

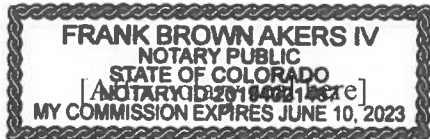
By: 

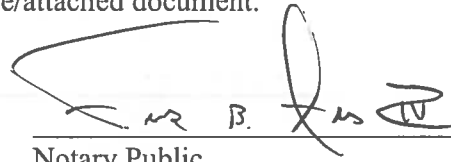
Name: Elliott Pollack

Title: Managing Member

STATE OF ARIZONA
County of Maricopa

On this 8 day of October, 2020, before me personally
appeared Elliott Pollack, Managing Member, of Management 317, LLC,
an Arizona limited liability company, for and on behalf thereof, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he claims to be,
and acknowledged that he signed the above/attached document.




Notary Public

OWNER:

MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC, an Arizona limited
liability company

By: *Elliott Pollack*

Name: Elliott Pollack

Title: *Managing member*

STATE OF ARIZONA
County of Maricopa

On this 8 day of October, 2020, before me personally
appeared Elliott Pollack, *Managing member* of Mesquite Mountain Ranch
Investments, LLC, an Arizona limited liability company, for and on behalf thereof, whose
identity was proven to me on the basis of satisfactory evidence to be the person who he
claims to be, and acknowledged that he signed the above/attached document.



Frank B. Akers IV
Notary Public

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a copy to:
Jeffrey M. Blilie
Beus Gilbert McGroder PLLC
701 North 44th Street
Phoenix, AZ 85008

**FIRST AMENDMENT TO THE
SPA 3 REGIONAL WASTEWATER TREATMENT PLANT CAPACITY
ALLOCATION AGREEMENT**

THIS FIRST AMENDMENT TO THE SPA 3 REGIONAL WASTEWATER TREATMENT PLANT CAPACITY ALLOCATION AGREEMENT (this “**First Amendment**”) is made as this _____ day of _____, 2020, by and between Klondike Land Portfolio, LLC, an Arizona limited liability company (“**Klondike**”) and Surprise Foothills Master, LLC, an Arizona limited liability company (“**Surprise Foothills**”), Mesquite Mountain Ranch Investments, LLC, an Arizona limited liability company (“**MMR**”), Management 317 LLC, an Arizona limited liability company (“**317**”) and Buena Vista Holdings, LLC, an Arizona limited liability company (“**Buena Vista**”). Klondike, Surprise Foothills, MMR, 317 and Buena Vista shall be referred to herein individually as “**Owner**” and collectively as “**Owners.**”

RECITALS:

A. Owners and City are parties to that certain SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement dated November 7, 2018 (“**Agreement**”), recorded as Instrument No. 2019-0029551, Records of Maricopa County, Arizona.

B. Owners and City desire to enter into this First Amendment to revise the Facility capacity re-calculation date and establish a GPD/EDU minimum standard.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the premises and mutual promises set forth in this First Amendment, the parties state, confirm and agree as follows:

1. Except as otherwise defined herein, all capitalized terms used herein shall

have the meanings ascribed thereto in the Agreement.

2. Paragraphs 1(b) and 1(c) are hereby replaced with the following language.

(b) Subsequent to the recordation of the SPA 3 DA, City revised its Integrated Water Master Plan to, among other things, reduce the wastewater usage standard from 250 gpd per EDU to 210 gpd per EDU. City recognizes that Owners shall have capacity based on 210 gpd per EDU from the Effective Date of this Agreement. Detached single-family residential units shall be deemed to consume a single EDU. Attached single-family units such as apartments, townhouses or condominium units shall each be deemed to consume a single EDU. Commercial property sewage utilization shall be calculated pursuant to City's Integrated Water Master Plan and then converted into EDUs. City covenants and agrees to "reserve" 8,571 EDUs in the Facility (subject to increase or decrease in accordance with this Agreement) for the Owners and other parties entitled to capacity ("**Joint Participants**"), which EDUs in the Facility shall be allocated among the Joint Participants in the same proportion as set forth on Exhibit "O" to that certain Joint Development Agreement made as of November 4, 2005 among the Joint Participants (the "**Joint Development Agreement**"). If, after the execution of this Agreement, City further reduces its wastewater usage standard to less than 210 gpd per EDU, then City will recalculate and increase the available EDUs in the Facility available to the Owners, which increased Capacity Units in the Facility shall be allocated among the Joint Participants in the same proportion as set forth on Exhibit "O" to the Joint Development Agreement. City shall not authorize or permit any other person or property to connect or tie into, or otherwise use EDUs in the Facility, or approve any preliminary plat, site plan, or subdivision map that is based on obtaining wastewater services from the Facility in excess of the capacity allocated to the Joint Participants. Upon City's acceptance of the Facility, City will control the wastewater capacity of the Facility and the use of any portion of the Facility subject only to the terms and conditions of this Agreement. City understands that use of the Facility wastewater capacity above and beyond the Joint Participants' capacity, without expansion of the Facility, may result in an over allocation of Facility capacity.

3. Paragraph 1(d) is hereby replaced with the following language.

(c) Promptly following the completion of 1,800 homes have been completed in the Austin Ranch project, the City will evaluate the flows and calculate the average amount of wastewater per EDU being treated by the Facility; provided, that if the average amount of wastewater per EDU being treated by the Facility is less than 140 GPD/EDU, then the average amount of wastewater per EDU being treated by the Facility shall be deemed for all purposes of this Agreement to be 140 GPD/EDU. In the event the re-calculated GPD/EDU amount is less than the wastewater usage standard of 210 GPD/EDU, the City shall provide additional EDUs of capacity to the Owners, with each Owner being entitled to its proportionate share of the additional EDUs. By way of example, if the average amount of wastewater per EDU actually being treated by the Facility is 195 GPD/EDU, then there would be an additional 660 EDUs ($1,800,000 / 210 = 8,571$; $1,800,000 / 195 = 9,231$; $9,231 - 8,571 = 660$). By way of another example, if

the average amount of wastewater per EDU actually being treated by the Facility is 110 GPD/EDU, then the average amount of wastewater per EDU being treated by the Facility shall be deemed to be 140 GPD/EDU, and there would be an additional 4,286 EDUs ($1,800,000 / 210 = 8,571$; $1,800,000 / 140 = 12,857$; $12,857 - 8,571 = 4,286$). City shall have no obligation, liability or responsibility for determining the allocation of any recalculated EDUs. In the event the re-calculated GPD/EDU amount is more than the wastewater usage standard of 210 GPD/EDU, City may reduce the number of EDUs of capacity available for allocation among the Joint Participants by Owner based on the actual GPD/EDU amount, but in no event to fewer than 7200 EDUs. No other capacity re-calculation before or after the capacity re-calculation described in this Paragraph 1(d) shall affect the outcome of the capacity re-calculation described in this Paragraph 1(d).

3. Paragraph 3 of the Agreement is hereby deleted.

4. Except as otherwise amended hereby, all terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall control.

[signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, Town Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally appeared Skip Hall, 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 claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

KLONDIKE LAND PORTFOLIO, LLC, an
Arizona limited liability company

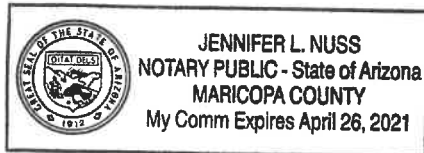
By: [Signature]
Name: Justin Merritt
Title: Vice President

STATE OF ARIZONA
County of Maricopa

On this 12th day of October, 2020, before me personally
appeared Justin Merritt, Vice President, of Klondike Land Portfolio,
LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he claims to be,
and acknowledged that he signed the above/attached document.

[Affix notary seal here]

[Signature]
Notary Public



OWNER:

SURPRISE FOOTHILLS MASTER, LLC, an
Arizona limited liability company

By: _____

Name: Elliott Pollack

Title: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Elliott Pollack, _____, of Surprise Foothills Master,
LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he claims to be,
and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

BUENA VISTA HOLDINGS, LLC, an Arizona
limited liability company

By: _____
Name: Elliott Pollack
Title: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Elliott Pollack, _____ of Buena Vista Holdings, LLC, an
Arizona limited liability company, for and on behalf thereof, whose identity was proven
to me on the basis of satisfactory evidence to be the person who he claims to be, and
acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

**MESQUITE MOUNTAIN RANCH
INVESTMENTS, LLC**, an Arizona limited
liability company

By: _____

Name: Elliott Pollack

Title: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Elliott Pollack, _____ of Mesquite Mountain Ranch
Investments, LLC, an Arizona limited liability company, for and on behalf thereof, whose
identity was proven to me on the basis of satisfactory evidence to be the person who he
claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

OWNER:

MANAGEMENT 317, LLC, an Arizona
limited liability company

By: _____

Name: Elliott Pollack

Title: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2020, before me personally
appeared Elliott Pollack, _____, of Management 317, LLC,
an Arizona limited liability company, for and on behalf thereof, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he claims to be,
and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue, dated as of October __, 2020 (this “**Release Agreement**”), is made by and among the City of Surprise, an Arizona municipal corporation (“**City**”); Austin Ranch LLC, an Arizona limited liability company, and Courtland Capital, L.L.C., an Arizona limited liability company (collectively referred to as “**Owner**”); and Mesquite Mountain Ranch Investments, LLC, an Arizona limited liability company, Management 317 LLC, an Arizona limited liability company, Buena Vista Holdings, LLC, an Arizona limited liability company, Surprise Foothills Master LLC, an Arizona limited liability company, and Klondike Land Portfolio, LLC, an Arizona limited liability company (collectively referred to as “**WSLG/Klondike**”). The parties to this Release Agreement shall be referred to individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS, the City and WSLG/Klondike entered into an agreement dated November 7, 2018 entitled SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement (“**the 2018 Allocation Agreement**”), recorded as Instrument No. 2019-0029551, Records of Maricopa County, Arizona, and re-recorded as Instrument No. 2020-0504358, Records of Maricopa County, Arizona; and

WHEREAS, Owner has claimed that the 2018 Allocation Agreement violated Owner’s rights under that certain Joint Development Agreement dated November 4, 2005 (“**the Joint Development Agreement**”) among Owner, West Surprise Landowners Group, LLC, an Arizona limited liability company (“**WSLG**”) and various other parties relating to the development and operation of sewer improvements (therein and herein referred to as “**the Sewer Improvements**”) on Owner’s property in the City of Surprise; and

WHEREAS, Owner has reached agreement with the City on various matters relating to the Sewer Improvements, memorialized in that certain Turnover and Shortfall Agreement Pursuant to ¶ 4.4 of the Austin Ranch Development Agreement, M.C.R. # 2005-1667137, between Owner and City dated as of October __, 2020 (“**the Turnover and Shortfall Agreement**”); and

WHEREAS, Owner has agreed in connection with the Turnover and Shortfall Agreement not to challenge the 2018 Allocation Agreement or otherwise assert claims against or sue the City or WSLG/Klondike with respect to the 2018 Allocation Agreement and/or the “First Amendment to the SPA 3 Regional Wastewater Treatment Plan Capacity Allocation Agreement” (“**First Amendment to the 2018 Allocation Agreement**”) between the City and WSLG/Klondike dated as of October __, 2020, and Owner has further agreed to formally release and not otherwise assert claims against the City arising from and/or related to the Austin Ranch Development Agreement dated October 19, 2005 (“**AR Development Agreement**”) that Owner has or may have as of the date of this Release Agreement, including the claims asserted in Owner’s Notice of Claim served on City on June 26, 2020; and

WHEREAS, WSLG/Klondike has agreed not to challenge the Turnover and Shortfall Agreement or otherwise assert claims against or sue the City or Owner with respect to the Turnover and Shortfall Agreement; and

WHEREAS, Owner and WSLG/Klondike have agreed to formally release each other and the City of and from any and all claims relating to the 2018 Allocation Agreement (except any right that WSLG/Klondike has to enforce the terms of the First Amendment to the 2018 Allocation Agreement against the City); and

WHEREAS, WSLG/Klondike has agreed to formally release City and Owner of and from any and all claims relating to the Turnover and Shortfall Agreement.

NOW, THEREFORE, the Parties, in consideration of the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Terms

- **Release by Owner.** In consideration for mutual promises made in connection with the Turnover and Shortfall Agreement, Owner, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through Owner, hereby releases, waives, acquits and forever discharges the City of Surprise and WSLG/Klondike and their current and former elected officials, owners, shareholders, parents, subsidiaries, affiliates, successors, assigns, agents, employees, and attorneys, of and from any and all claims, demands, debts, actions, causes of action, suits, obligations, or liabilities of any kind or character, in law or equity, that Owner has or may have against the City and/or WSLG/Klondike with respect to the 2018 Allocation Agreement, or the First Amendment to the 2018 Allocation Agreement, and Owner further covenants not to sue either City or WSLG/Klondike with respect to the matters released herein. Owner further, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through Owner, hereby releases, waives, acquits and forever discharges the City and its current and former elected officials, agents, employees and attorneys of and from any and all claims, demands, debts, actions, causes of action, suits, obligations or liabilities of any kind or character, in law or equity, that Owner has or may have against the City with respect to the AR Development Agreement as of the date of this Release Agreement, including the claims set forth in Owner's Notice of Claim served on City on June 26, 2020.
- **Release by WSLG/Klondike.** In consideration for mutual promises made in connection with the Turnover and Shortfall Agreement, and in connection with that certain First Amendment to the Allocation Agreement dated October __, 2020 by the City, WSLG/Klondike, on their own behalf and on behalf of their agents, attorneys, members, successors, and assigns and anyone claiming by or through WSLG/Klondike, hereby releases, waives, acquits and forever discharges the City of Surprise and Owner and their

current and former elected officials, owners, shareholders, parents, subsidiaries, affiliates, successors, assigns, agents, employees, and attorneys, of and from any and all claims, demands, debts, actions, causes of action, suits, obligations, or liabilities of any kind or character, in law or equity, that WSLG/Klondike has or may have against the City with respect to the 2018 Allocation Agreement or against the City and/or Owner with respect to the Turnover and Shortfall Agreement, and WSLG/Klondike further covenant not to sue the City or Owner with respect to the matters released herein; provided, however, that nothing herein shall preclude WSLG/Klondike from enforcing the terms of the First Amendment to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement as to the City.

- **No Admission of Liability.** The Parties agree that the terms set forth in this Release Agreement shall not be deemed an admission of liability on the part of any Party hereto.
- **Ratification of Joint Development Agreement.** WSLG/Klondike and Owner hereby ratify and confirm all of the terms, covenants and conditions of the Joint Development Agreement, and agree that nothing herein amends or otherwise modifies the Joint Development Agreement and that the Joint Development Agreement continues in full force and effect, except to the extent that the Turnover and Shortfall Agreement specifies the manner in which increased sewer capacity is allocated among the Joint Participants to the Joint Development Agreement.
- **Choice of Law.** This Release Agreement shall be construed in accordance with the laws of the State of Arizona.
- **Counterparts and Delivery of Executed Copies.** This Release Agreement may be executed by facsimile and in counterparts, each of which when executed shall be considered an original, and which when taken together shall constitute but one and the same instrument.
- **Adequate Consideration.** The Parties hereby acknowledge and agree that adequate consideration has been provided to each of them for their rights and obligations under this Release Agreement.
- **Authority to Execute.** Each individual signing this Release Agreement warrants and represents that he has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he signs and for the purposes set forth in this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date written above.

City of Surprise

By _____
Its: _____

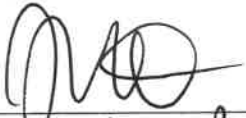
Austin Ranch LLC

By _____
Its: _____

Courtland Capital, L.L.C.

By _____
Its: _____

Klondike Land Portfolio, LLC

By  _____
Its: Vice President

Buena Vista Holdings, LLC

By _____
Its: _____

Mesquite Mountain Ranch Investments, LLC

By _____
Its: _____

Management 317 LLC

By _____
Its: _____

Surprise Foothills Master LLC

By _____
Its: _____

8694471

[Page 5 of Settlement Agreement and Release]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 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
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Agenda Wording:

Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements for Toll at Prasada Ph1 Onsite Infrastructure, generally located at West Cactus Road and North Magnolia Drive; Resolution # 2020-130.

Motion:

I move to approve Resolution # 2020-130.

Background:

The Public Works Department conducted the final inspection of the public improvements for Toll at Prasada Ph1 Infrastructure, generally located at W. Cactus Road and N. Magnolia Drive on or about September 14th, 2020 totaling approximately 6,831 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines.

Objective Analysis:

The improvements for this property conveys 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 \$482,037.00.

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_RES 2020-130 Toll at Prasada Ph 1 Onsite Acceptance-Final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
-

RESOLUTION # 2020-130

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER ONE YEAR WARRANTY FOR TOLL AT PRASADA PH1 ONSITE INFRASTRUCTURE, GENERALLY LOCATED AT W. CACTUS ROAD AND N. MAGNOLIA DRIVE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Toll at Prasada, Phase 1 Onsite Infrastructure" on, January 15th, 2019;

WHEREAS, Toll Prasada LLC, an Arizona Liability Company, the developer of Toll at Prasada Ph1 Onsite Infrastructure, dedicated to the City the public utility improvements, generally located at W. Cactus Road and N. Magnolia Drive;

WHEREAS, on or about September 14th, 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:

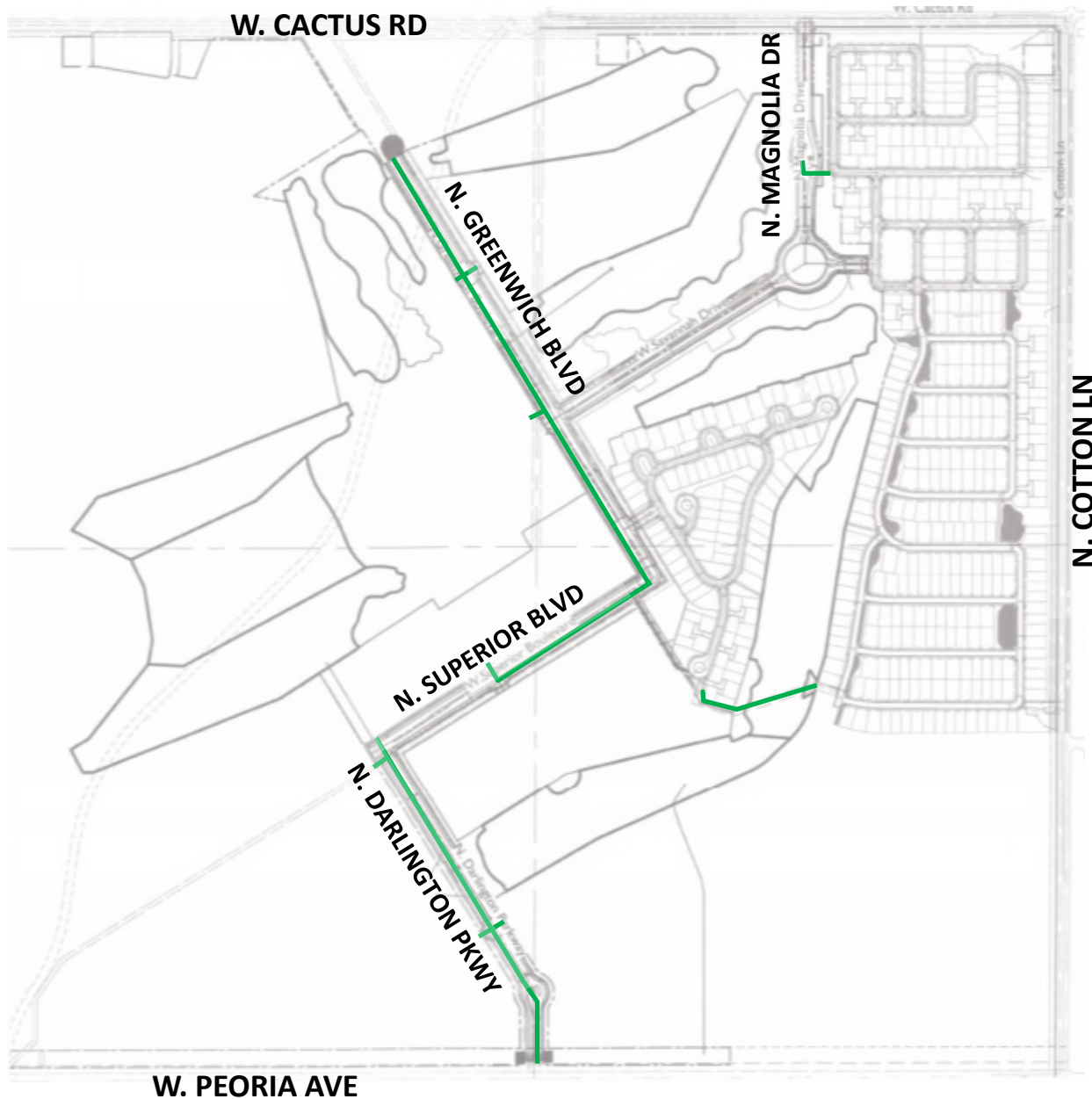
Approved as to form:

Sherry Aguilar, City Clerk

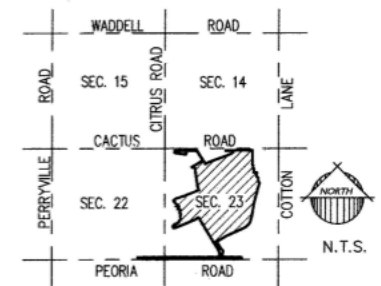
Robert Wingo, City Attorney

EXHIBIT A

TOLL AT PRASADA PH1 ONSITE INFRASTRUCTURE



INFRASTRUCTURE TO
BE ACCEPTED:
SEWER



VICINITY MAP



EXHIBIT B

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: 9/27/2020
Re: Toll at Prasada Ph1 Infrastructure

The public improvements for the above project have been completed and are tentatively scheduled for the October 20th, 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 - \$482,037.00

September 17, 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 INFRASTRUCTURE – FS18-290**

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:

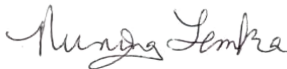
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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
Jon Gake, Finance
Michael Boule - Water Resource Management

Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9/8/2020 Commercial ☐ Commercial w/Offsite ☒ Residential

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

8/13/2020 Date of Punch-List Walk 9/3/2020 Date Punch-List Completed

FS Number: FS18-290 Permit Number(s): E19P-1031,1028,1034,1035,1029,1036

Project Name: Toll At Prasada Phase 1- Infrastructure

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

Toll Brothers AZ Construction Company

8767 E. De Ventura 390, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Private						

MATERIALS:

Asphalt:	<u>N/A</u>	Supplier	<u></u>	Total Lane Miles	<u></u>	Total Square Yards	<u></u>
Water:	<u>8" PVC</u>	Size/Type	<u>1,108'</u>	Total LF	<u>12" PVC</u>	Size/Type	<u>6,748'</u>
		Size/Type		Total LF		Size/Type	
Sewer:	<u>8" PVC</u>	Size/Type	<u>4373'</u>	Total LF	<u>12" PVC</u>	Size/Type	<u>747'</u>
	<u>10" PVC</u>	Size/Type	<u>1,711'</u>	Total LF		Size/Type	
Storm:	<u>15" RGRCP CLIII</u>	Size/Type	<u>2,337'</u>	Total LF	<u>18" RGRCP CLIII</u>	Size/Type	<u>790'</u>
	<u>24" RGRCP CLIII</u>	Size/Type	<u>264'</u>	Total LF	<u>30" RGRCP CLIII</u>	Size/Type	<u>2,439'</u>
Fire Ln:	<u>N/A</u>	Size/Type		Total LF		Size/Type	

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List	☒ AOC
☒ Final Certification Letter from Engineer of Record	☒ Asphalt Concrete Ticket w/ Name of Contractor
☒ Complete Geotechnical Testing Packet	☒ Streetlight Energize Letter
☒ Sewer Pressure Testing Results	☒ As built Documents (PDF copy on CD)
☒ Sewer Manhole Vacuum Testing Certification	☒ Updated asbuilt CAD base files (copy on CD)
☒ Sewer Manhole Insecticide Certification	
☒ Sewer Videos with Operators Notes (inc. re-videos)	
☐ Other <u></u> (Specify)	

APPROVAL:

Civil Inspector: David Mobley

Date: 9/8/2020

Civil Engineering Supervisor: Mung Fong

Date: 09/14/2020



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9/8/2020 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

8/13/2020 Date of Punch-List Walk 9/3/2020 Date Punch-List Completed

FS Number: FS18-290 Permit Number(s): E19P-1031,1028,1034,1035,1029,1036

Project Name: Toll At Prasada Phase 1- Infrastructure

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

Toll Brothers AZ Construction Company

8767 E. De Ventura 390, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Private						

MATERIALS:

Asphalt:	<u>N/A</u>	Supplier	<u></u>	Total Lane Miles	<u></u>	Total Square Yards	<u></u>
Water:	<u>8" PVC</u>	Size/Type	<u>1,108'</u>	Total LF	<u>12" PVC</u>	Size/Type	<u>6,748'</u>
		Size/Type		Total LF		Size/Type	
Sewer:	<u>8" PVC</u>	Size/Type	<u>4373'</u>	Total LF	<u>12" PVC</u>	Size/Type	<u>747'</u>
	<u>10" PVC</u>	Size/Type	<u>1,711'</u>	Total LF		Size/Type	
		Size/Type		Total LF		Size/Type	
Storm:	<u>36" RGRCP CLIII</u>	Size/Type	<u>598'</u>	Total LF	<u>42" RGRCP CLIII</u>	Size/Type	<u>602'</u>
	<u>15" HDPE</u>	Size/Type	<u>160'</u>	Total LF	<u>18" HDPE</u>	Size/Type	<u>19'</u>
		Size/Type		Total LF		Size/Type	
Fire Ln:	<u>N/A</u>	Size/Type		Total LF		Size/Type	

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List	☒ AOC
☐ Final Certification Letter from Engineer of Record	☐ Asphalt Concrete Ticket w/ Name of Contractor
☒ Complete Geotechnical Testing Packet	☒ Streetlight Energize Letter
☒ Sewer Pressure Testing Results	☒ As built Documents (PDF copy on CD)
☒ Sewer Manhole Vacuum Testing Certification	☐ Updated asbuilt CAD base files (copy on CD)
☒ Sewer Manhole Insecticide Certification	
☒ Sewer Videos with Operators Notes (inc. re-videos)	
☐ Other _____	(Specify)

APPROVAL:

Civil Inspector: David Mobley

Date: 9/8/2020

Civil Engineering Supervisor: Mungia Jemba

Date: 09/14/2020



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9/8/2020 _____ Commercial _____ Commercial w/Offsite X Residential

X COMPLETION ACCEPTANCE (End of Construction) _____ FINAL ACCEPTANCE (End of Warranty)

8/13/2020 Date of Punch-List Walk 9/3/2020 Date Punch-List Completed

FS Number: FS18-290 Permit Number(s): E19P-1031,1028,1034,1035,1029,1036

Project Name: Toll At Prasada Phase 1- Infrastructure

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

Toll Brothers AZ Construction Company

8767 E. De Ventura 390, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Private						

MATERIALS:

Asphalt:	<u>N/A</u>	Supplier	_____	Total Lane Miles	_____	Total Square Yards	_____
Water:	<u>8" PVC</u>	Size/Type	<u>1,108'</u>	Total LF	<u>12" PVC</u>	Size/Type	<u>6,748'</u>
		Size/Type	_____	Total LF		Size/Type	_____
Sewer:	<u>8" PVC</u>	Size/Type	<u>4373'</u>	Total LF	<u>12" PVC</u>	Size/Type	<u>747'</u>
	<u>10" PVC</u>	Size/Type	<u>1,711'</u>	Total LF		Size/Type	_____
Storm:	<u>30" HDPE</u>	Size/Type	<u>1,394'</u>	Total LF	<u>15" RGRCP CL V</u>	Size/Type	<u>64'</u>
		Size/Type	_____	Total LF		Size/Type	_____
Fire Ln:	<u>N/A</u>	Size/Type	_____	Total LF		Size/Type	_____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

<u>X</u> Copy of Punch List	<u>X</u> AOC
<u>N/A</u> Final Certification Letter from Engineer of Record	<u>N/A</u> Asphalt Concrete Ticket w/ Name of Contractor
<u>X</u> Complete Geotechnical Testing Packet	<u>X</u> Streetlight Energize Letter
<u>X</u> Sewer Pressure Testing Results	<u>X</u> As built Documents (PDF copy on CD)
<u>X</u> Sewer Manhole Vacuum Testing Certification	<u>N/A</u> Updated asbuilt CAD base files (copy on CD)
<u>X</u> Sewer Manhole Insecticide Certification	
<u>X</u> Sewer Videos with Operators Notes (inc. re-videos)	
_____ Other _____ (Specify)	

APPROVAL:

Civil Inspector: David Mobley

Date: 9/8/2020

Civil Engineering Supervisor: Munir Gember

Date: 09/14/2020



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 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
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance of certain streets and public utility improvements at Escalante Verdugo 163rd Avenue, generally located at North 163rd Avenue and West Pinnacle Peak Road; Resolution # 2020-131.

Motion:

I move to approve Resolution # 2020-131.

Background:

The Public Works Department conducted the final inspection of the public improvements for Escalante Verdugo 163rd Avenue, generally located at N. 163rd Avenue and W. Pinnacle Peak Road on or about August 21, 2020 totaling 10,461 SY (approximately 3,923 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement and water infrastructure.

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 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 \$678,824.76.

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 2020-131 Escalante Verdugo 163 Ave Acceptance-final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
-

RESOLUTION # 2020-131

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 ESCALANTE VERDUGO 163RD AVENUE, GENERALLY LOCATED AT N. 163RD AVENUE AND W. PINNACLE PEAK ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a map of dedication entitled "163rd Avenue" on, December 18th, 2018;

WHEREAS, Fulton Homes Corporation, an Arizona Corporation, the developer of Escalante Verdugo dedicated to the City the street and public utility improvements, generally located at N. 163rd Avenue and W. Pinnacle Peak Road;

WHEREAS, on or about August 21, 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:

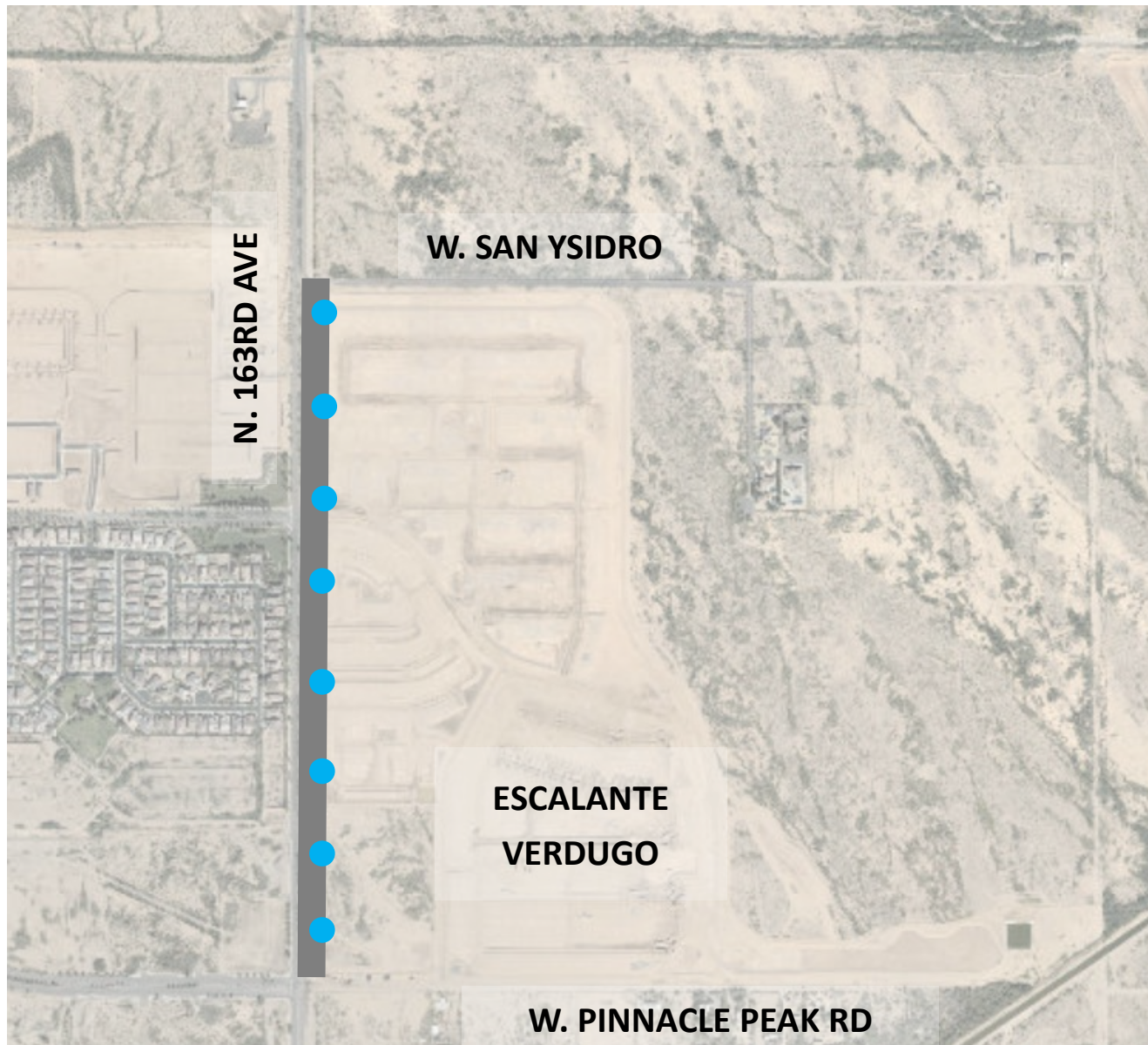
Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

ESCALANTE VERDUGO 163RD AVENUE



INFRASTRUCTURE TO

BE ACCEPTED:

● WATER (Fire Hydrants)

■ ROADWAY

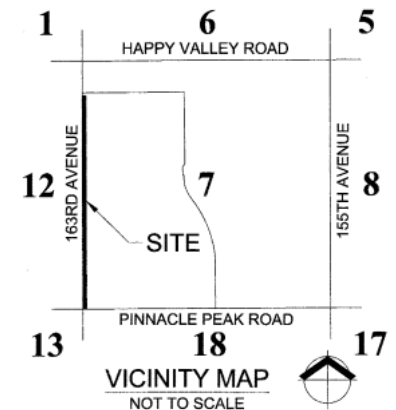




EXHIBIT B

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: 10/20/2020
Re: Escalante Verdugo 163rd Avenue

The public improvements for the above project have been completed and are tentatively scheduled for the October 20th, 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 - \$451,930.78
City Concrete - \$193,216.98
City Water - \$33,677.00

Total - \$678,824.76

August 25, 2020

Fulton Homes
9140 S Kyrene Rd, Suite 202
Tempe, AZ 85284

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR ESCALANTE 163RD
AVE – FS16-473**

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:

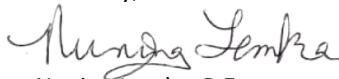
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 2020
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Citywide

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

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$40,000 within the Grants Fund from Contingency to Project G31223 for training and equipment and for the acceptance of a grant award from the Arizona Department of Homeland Security; Resolution # 2020-129.

Motion:

I move to approve Resolution # 2020-129.

Background:

The AZ Department of Homeland Security has awarded the City of Surprise funding for training and equipment associated with this grant. The grant provides \$16,000 for training and \$24,000 for equipment to be used to assist the Police Department's tactical team dealing with various situations it may encounter locally, as well as regionally, as part of the UASI program.

Objective Analysis:

This grant allows the Police Department to pay for tactical training for our officers and to supplement the equipment available to the tactical team. The training and equipment greatly improves the team and their ability to address, mitigate and resolve critical incidents. The time spent managing the grant (i.e. scheduling, tracking, and reporting) is not covered by the grant.

Policy Compliant:

The grant objectives are consistent with City and Council policy and the practice of supplementing the General Fund budget through use of grant funds when reasonable to do so. In addition, acceptance and utilization of these grants funds will better prepare the City to deal with unusual circumstances in the future and this is consistent with City and Council policy and practice of preparation.

Financial Impact:

This one-time grant award includes \$16,000 for travel and training and \$24,000 for operating equipment. There is no City match requirement.

Budget Impact:

The FY2021 adopted budget did not include appropriations for this grant award to the Police

Department. Acceptance of this grant will amend the budget by reallocating appropriations in the amount of \$40,000 within the Grants Fund from Contingency to Project G31223 for training and equipment. 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. FFY20 AZDOHS Grant# 200823-01 Award Letter
 2. FFY20 AZDOHS Grant# 200823-01 Project Administration Page
 3. FFY20 AZDOHS Subrecipient Grant# 200823-01
 4. Resolution 2020-129
-



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

September 18, 2020

Chief of Police Terry Young
Surprise Police Department
14250 W. Statler Plaza, Suite 103
Surprise, AZ 85374-7472

Subject: FFY 2020 Homeland Security Grant Program Award
Subrecipient Agreement Number: **200823-01**
Project Title: **Surprise PD Enhancing Response Capabilities CBRNE Sustainment, FFY20**

Dear Chief of Police Terry Young ,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Surprise PD Enhancing Response Capabilities CBRNE Sustainment, FFY20** " has been **partially funded** under the 2020 Urban Area Security Initiative Grant Program for **\$40,000**. The grant performance period is **October 1, 2020 to September 30, 2021**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2020 federal award date as indicated in the U.S. DHS award package is 9/01/2020 with a total amount of funding of \$25,332,352.00. The Federal Award Identification Number is EMW-2020-SS-00017-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2021, this award is rescinded and the funds will be reallocated.**



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2020. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, reading "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

Project Administration Page

Grant #: **200823-01**

Subrecipient: **Surprise Police Department**

Project Title: **Surprise PD Enhancing Response Capabilities CBRNE Sustainment, FFY20**

Grant Program: **Urban Area Security Initiative**

1. Unit of Government: **Surprise Police Department**

Point of Contact: **Mark Filler**

Subrecipient Address:

Street: **14250 W. Statler Plaza, Suite 103**

City/State/Zip: **Surprise, AZ 85374-7472**

Head of Agency: **Chief of Police Terry Young**

Authorized Individual has delegated authority to make application on behalf of the agency.

Phone #: **(623) 222-4020**

E-mail Address: terry.young@surpriseaz.gov

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **\$84,800** Total Dollar Amount Awarded: **\$40,000**

This form is to be signed and returned.

Project Administration Page

Grant #: 200823-01

Subrecipient: Surprise Police Department

Project Title: Surprise PD Enhancing Response Capabilities CBRNE Sustainment, FFY20

Grant Program: FFY 2020 Homeland Security Grant Program Award

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact:

Mark Filler

Print Name

Signature

09/26/2020

Date

AZDOHS Staff:

Susan Dzbanko

Print Name

Signature

Date

Award Funded as Follows:

	Requested Totals	Awarded Totals
Equipment	\$69,500	\$24,000
Training	\$15,300	\$16,000
Exercise	\$0	\$0
Planning	\$0	\$0
Organization	\$0	\$0
M & A	\$0	\$0
Award Total	\$84,800	\$40,000

This form is to be signed and returned.

SUBRECIPIENT AGREEMENT

20-AZDOHS-HSGP-200823-01

Between

The Arizona Department of Homeland Security

And

Surprise Police Department (DUNS# 021648936)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2020** and shall terminate on **September 30, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Surprise PD Enhancing Response Capabilities CBRNE Sustainment, FFY20** " and funded at **\$40,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2020-SS-00017-S01 and CFDA #97.067:

- a. Provide up to **\$40,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.
- e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website
<https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance ([see https://www.dhs.gov/safecom](https://www.dhs.gov/safecom));
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (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").
- b) A breach of a warranty by Subrecipient regarding compliance with Immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such

property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any Indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the Interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity In Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:

- a. Procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. For purposes of this Article AM “covered telecommunications equipment or services” means:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.
3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient’s contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved

in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement 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 in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement 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.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (Insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, 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 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 from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Lieutenant Mark Filler

Enter Title, First & Last Name Above
Surprise Police Department

Enter Agency Name Above
14250 W. Statler Plaza, Suite 103

Enter Street Address Above
Surprise, AZ 85374

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Surprise Police Department

Enter Agency Name Above

Authorized Signature Above

Terry Young, Police Chief

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

RESOLUTION # 2020-129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$40,000 WITHIN THE GRANTS FUND FROM CONTINGENCY TO PROJECT G31223 FOR TRAINING AND EQUIPMENT.

WHEREAS, the State of Arizona, Department of Homeland Security has awarded the City of Surprise Police Department a Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) sustainment grant in the amount of \$40,000 in support of the FY2020 Urban Area Security Initiative (UASI) grant program for training and equipment;

WHEREAS, it is in the best interests of the City and its residents that this grant be accepted thereby allowing the Police Department and the City to be better prepared to deal with incidents that are unusual and may require special equipment;

WHEREAS, the awarding of this grant could not be anticipated when the current year's budget was adopted;

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 is hereby authorized to accept a grant in the amount of \$40,000 from the State of Arizona, Department of Homeland Security as part of the CBRNE sustainment grant program in support of the FFY 2020 Urban Area Security Initiative Grant Program.

Section 3. That Michael Frazier, City Manager, or his designees, are authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said application and grant award.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-129
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$40,000 from contingency within the Grants Fund to the FFY20 AZDOHS UASI project within the Grants Fund to cover the projected expenditures associated with equipment and training used to assist the Police Department's tactical team in dealing with various situations it may encounter locally, as well as regionally, as part of the UASI 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	Police	#G31223 FFY20 AZDOHS UASI	E	-	40,000	40,000
Grants	Police	#G31223 FFY20 AZDOHS UASI	R	-	40,000	40,000
Grants/Contingency	General Operations	Contingency	E	23,970,100	(40,000)	23,930,100
Grants	General Operations	Other	R	24,595,700	(40,000)	24,555,700
Expense Total				23,970,100	-	23,970,100
Revenue Total				24,595,700	-	24,595,700



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 2020
Submitting Department: Police
Staff Recommendations:

Contact Person: Christine DeSanti
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$1,500 from Contingency within the Grants Fund to Project G31056 and acceptance of the FY20 Walmart Emergency Assistance Program Grant; Resolution # 2020-128.

Motion:

I move to approve Resolution # 2020-128.

Background:

The City of Surprise Police Department applied for and was awarded a grant in the amount of \$1,500 for the Police Department to use to assist persons encountered who have a critical emergency need.

Objective Analysis:

The funding will increase and improve the Police Department's service to citizens facing critical emergency needs. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

The City regularly partners with other government entities when it is beneficial to do so. This action is compliant with City and Council Policy.

Financial Impact:

This action will allow for the receipt of a one-time grant in the amount of \$1,500 to provide temporary aid to citizens who are victims of crime or who may be experiencing personal crisis. There is no city-match requirement.

Budget Impact:

This action will amend the FY2021 adopted budget by reallocating appropriations in the amount of \$1,500 from contingency within the Grants Fund to Project G31056 FY20 Walmart Community Grant #5429. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

1. FY2021 WALMART GRANT
 2. Resolution 2020-128
-

From: "cgadmin@cybergrants.com" <cgadmin@cybergrants.com>

Subject: Walmart Facility# 5429 Community Grant Request Status: Request ID 61625373

Date: 10 June 2020 18:22

To: "Joshua Otterman" <Joshua.Otterman@surpriseaz.gov>

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear Grantseeker,

Congratulations! Facility # 5429 has recommended your Community Grant application, Request ID 61625373, to receive a \$1,500.00 grant.

Please allow 4-6 weeks for delivery. If you do not receive your check in that time, please contact the facility manager to make further inquiries. For your reference we have provided the check information and address below:

Invoice # 62645333

Address:

14250 W. Statler Plaza #103

Surprise, AZ 85374

You will also receive a final confirmation notice once the application has passed final review with the additional payment details, but we wanted to keep you informed on the status of your request.

We appreciate your efforts to help people live better and wish you success.

Sincerely,

The Walmart Community Grants Team

CG/JMAIL/186762059

RESOLUTION # 2020-128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$1,500 FROM CONTINGENCY WITHIN THE GRANTS FUND TO PROJECT G31056 FY20 WALMART COMMUNITY GRANT.

WHEREAS, Walmart has awarded the City of Surprise a grant in the amount of \$1,500 in funding for the Surprise Police Department to use to assist persons encountered who have a critical emergency need;

WHEREAS, the City desires to accept grant funding in the amount of \$1,500 to use in meeting critical emergency needs;

WHEREAS, the funding will increase and improve Police Department service to citizens facing critical emergency needs;

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 is hereby authorized to accept the grant from Walmart totaling \$1,500 for the City of Surprise Police to use to assist any person encountered who has a critical emergency need.

Section 3. The City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES BEGIN ON THE NEXT PAGE

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-128
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$1,500 from the Grant Fund to the FY20 Walmart Community Grant project to cover the projected expenditures associated with providing temporary aid to citizens who are victims of crime or who may be experiencing personal crisis. 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	Police	#G31056 FY20 WalMart Community Grant #5429	E	-	1,500	1,500
Grants	Police	#G31056 FY20 WalMart Community Grant #5429	R	-	1,500	1,500
Grants/Contingency	General Operations	Contingency	E	23,970,100	(1,500)	23,968,600
Grants	General Operations	Other	R	24,595,700	(1,500)	24,594,200
Expense Total				23,970,100	-	23,970,100
Revenue Total				24,595,700	-	24,595,700



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 2020 Contact Person: Shirley Phan
Submitting Department: Community Development District: District 6
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Major Planned Area Development (PAD) Amendment for Marley Park Phase 4 & 5 Parcel 2, generally located at the northeast corner of Bullard and Sweetwater; Ordinance # 2020-28.

Motion:

I move to approve Ordinance # 2020-28.

Background:

On May 12, 2020, EPS Group INC. submitted a request for a Major Planned Area Development (PAD) Amendment and Preliminary Plat for Marley Park Phase 4 & 5 Parcel 2. Both requests were reviewed by the Planning and Zoning Commission on September 17, 2020. The Commission voted to recommend approval of the PAD Amendment subject to stipulations "A" and "B"; however, a motion to recommend approval of the related Preliminary Plat failed.

Objective Analysis:

Staff believes the proposed Major Planned Area Development (PAD) Amendment is consistent with the manner and intent of the Marley Park PAD.

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 - FS20-313- Marley Park Phase 4 & 5 Parcel 2 - Staff Report-PADA
 2. 01 FS20-313 - Marley Park Phase 4 & 5 Parcel 2 PADA - Vicinity Map
 3. 02 FS20-313 - Marley Park Phase 4 & 5 Parcel 2 PADA - Case Map
 4. 03 FS20-313 - Marley Park Phase 4 & 5 Parcel 2 PADA - PAD Document
 5. 04 FS20-313- Marley Park Phase 4 & 5 Parcel 2 PADA - Participation Report (1)
 6. FS20-313 - Marley Park Phase 4 & 5 Parcel 2 PADA -CC Powerpoint
 7. 20.10.08 EVR Ord 2020-28 Marley Park Phase 4 5 Parcel 2
-

PAD AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS20-313

Project Name: Marley Park Phase 4 & 5 Parcel 2

Council District: 6 – Palo Verde

Meeting Date: October 20, 2020

Planner: Shirley Phan

Owner: Kevin Kiesel, HBT Construction INC.

Applicant: Dan Auxier, EPS Group INC.

Request: Major Planned Area Development (PAD) Amendment to modify development standards

Site Location: Generally located at the northeast corner of Bullard Avenue and Sweetwater Avenue

Site Size: 27.28 acres (approx.)

Density: 5.49 DU/AC

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 Major PAD Amendment is consistent with other areas of the Marley Park PAD.
- The reviewing agencies have indicated no objections.

Commission Recommendation: On September 17, 2020 the Planning and Zoning Commission passed a motion to recommend approval of the subject PAD Amendment to the Mayor and City Council, subject to stipulations 'A' and 'B'.

40 **Project Description:**

41
42 Dan Auxier EPS Group INC, on behalf of Kevin Kiesel with Homes By Towne Construction INC., seek
43 to amend the development standards for Parcel 2 of Marley Park Phase 4 & 5 as follows:
44

- 45 • Minimum lot area will increase from 3,060 to 3,500
- 46 • Front setback will decrease from 15' to 10'
- 47 • Side (interior) will decrease from 15' to 5'/5'-10'
- 48 • Side (corner livable) will decrease from 20' to 10'
- 49 • Side (corner garage) will decrease from 10' to 5'
- 50 • Rear (livable) will decrease from 20' to 10'
- 51 • Rear (garage) will decrease from 4' to 3'.

52
53 The proposed development standards are similar to other areas of Marley Park including Homestead
54 at Marley Park. This Major PAD amendment is in conjunction with the Preliminary Plat, which is
55 discussed under separate cover.
56

57 **Background:**

58
59 **October 25, 2000:** The City Council approved the original Marley Park PAD under case PAD00-091.
60

61 **September 26, 2002:** The City Council approved a Major Amendment to the Marley Park PAD for
62 the purpose of adding land mass to the PAD under case PADA02-104.
63

64 **March 23, 2006:** The City Council approved a Major Amendment to the Marley Park PAD for the
65 purpose of addressing densities in the eastern portion of Marley Park under case PADA06-027.
66

67 **February 1, 2018:** Staff approved a Minor Amendment to the Marley Park PAD under case FS17-
68 699 for the purpose of reconfiguring land use and shifting density away from the 65 ldn.
69

70 **March 12, 2020:** Staff met with the applicant to discuss the subject project during a regularly
71 scheduled Concept Review meeting under CR20-142.
72

73 **May 12, 2020:** The applicant filed a request for a Major PAD Amendment and Preliminary Plat under
74 case FS20-313, the subject request.
75

76 **June 17, 2020:** The applicant held a neighborhood outreach meeting via Go-to-Meeting to discuss
77 the project.
78

79 **September 17, 2020:** The Planning and Zoning Commission passed a motion to recommend
80 approval of the subject request to the Mayor and City Council, subject to stipulations 'A' and 'B'.
81

82 **Reviewing Agencies:**

83
84 The request was routed to the standard reviewing agencies who have reviewed the proposal and
85 indicated no objections to the request.
86

Citizen Outreach:

The applicant held a Citizen Review meeting on June 17, 2020, which was well attended via Go-To-Meeting due to Covid-19. Those in attendance were generally in favor of the project.

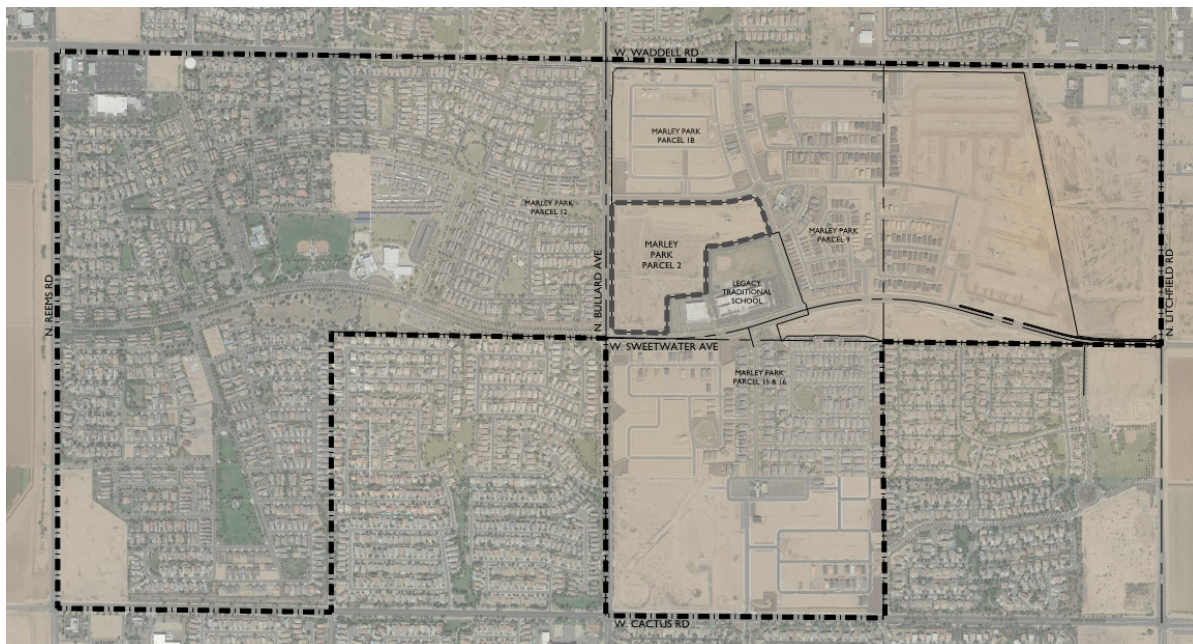
One of the questions that came up from the residents was if the new residents for Parcel 2 would be able to access the existing community pool and facilities at the Homestead Park. The development team explained to the residents that the original intent for the Homestead Park was to include the future residents from Parcel 2.

Another question was about the CFD tax and how this development would influence the amount of money residents of Marley Park would contribute to the CFD. City staff and the development team informed the residents that the more residents that contribute to the CFD would result in lowering the amount residents pay. The exact amount of the contribution from future homes to the CFD is unknown at this time; the City will provide a break down every year and a total dollar amount. Until that is completed, it is hard to know how the new homes will affect the CFD.

Lastly, the residents asked if the proposed Home Product for Parcel 2 would be similar to the Homes By Towne product being sold north of Parcel 2. The applicant explained that it would not be the exact same products. Refer to attached Citizen Participation Report.

Discussion:

The original PAD included approximately 480 acres of land located west of Bullard Avenue. A subsequent Major PAD Amendment added approximately 480 acres of land located east of Bullard to the PAD. That Major Amendment included an HDR parcel that was centrally located within the newly added area. Subsequently, staff approved Minor PAD Amendment for the purpose of shifting the HDR parcel closer to Bullard Avenue in what is known as Parcel 2, and away from the Luke AFB 65 ldn.



The applicant now seeks to develop a single-family residential subdivision in Parcel 2; however, while the use is allowed under the PAD, the proposed development standards are not. That said, the proposed “lot product” is similar to other areas within the Marley Park PAD and the applicant wishes to amend the development standards accordingly.

Summary:

The proposed PAD Amendment will create development standards that will allow for the development of a single-family residential subdivision in a manner that is consistent with other areas of the Marley Park PAD.

Findings:

- The proposed Major PAD Amendment is consistent with other areas of the Marley Park PAD.
- The reviewing agencies have indicated no objections.

Commission Recommendation:

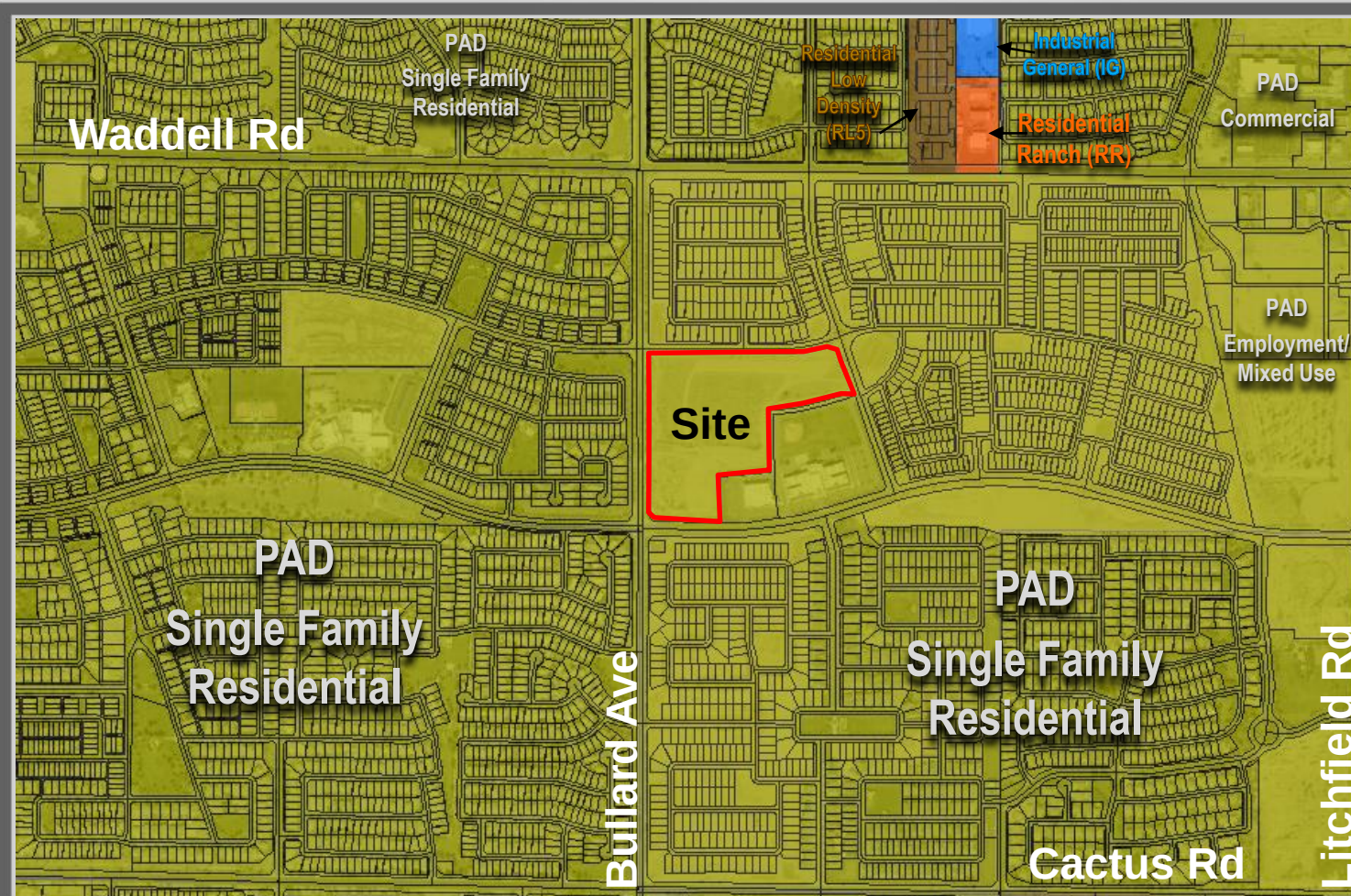
On September 17, 2020, the Planning and Zoning Commission passed a motion to recommend approval of the subject request to the Mayor and City Council, subject to stipulations ‘A’ and ‘B’.

Attachments:

- 01 Vicinity Map
- 02 Case Map
- 03 Project Narrative
- 04 Citizen Participation Report



FS20-313 Vicinity Map



FS20-313 Case Map



Marley Park Phases 4 & 5 - Parcel 2

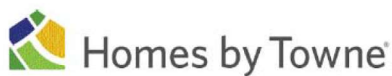
PAD Amendment Narrative

Case# FS20-313

Date: May 11, 2020

Revised: July 31, 2020

Revised: Aug. 20, 2020



Applicant/Owner

HBT of Marley Park II LLC

706 E. Bell Road, Suite 212

Phoenix, AZ 85022

Contact: Kevin Kiesl

Kkiesl@bhtaz.com



Planning/Engineering/Landscape Architect

EPS Group, Inc.

1130 N. Alma School Road, Suite 120

Mesa, AZ 85201

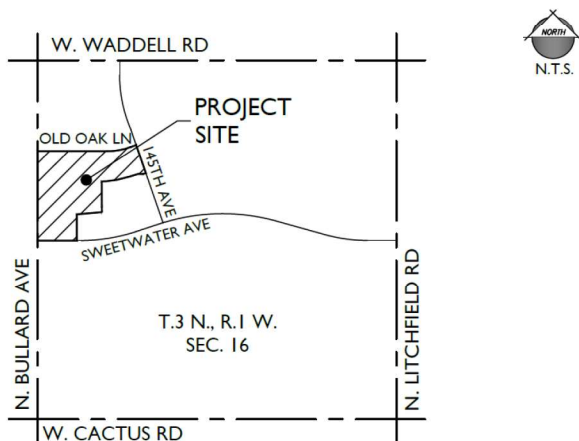
Phone: 480-267-5066

Jorge Villasenor - Jorge.villasenor@epsgroupinc.com

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Project Vicinity Map

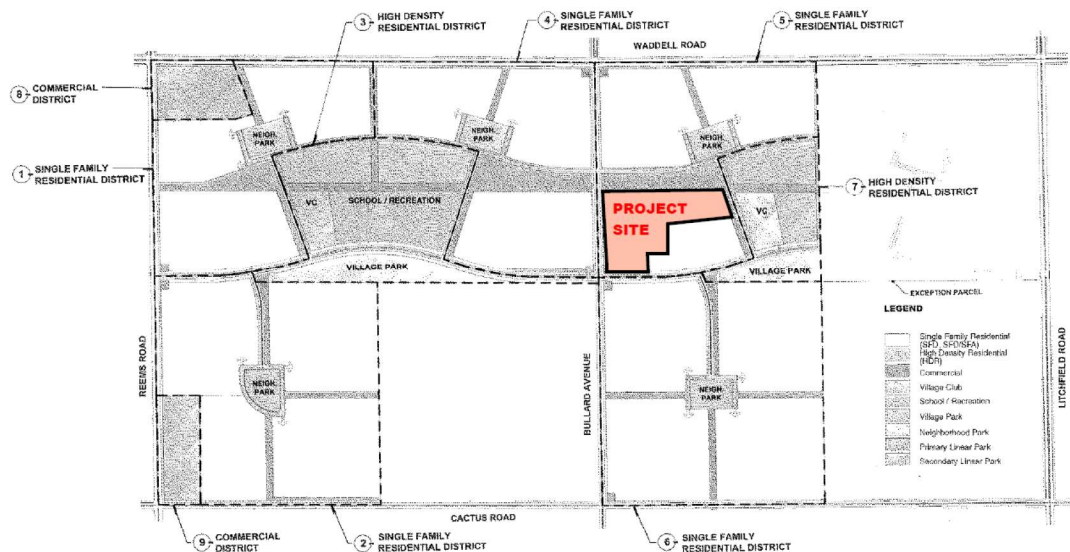


Introduction

Marley Park is a master planned mixed use community that includes a wide choice of housing styles, employment, commercial opportunities, parks, open spaces, friendly neighborhoods, and tree lined streets. The land planning and design concepts for Marley Park portray a high-quality development and a sense of community, compatibility, and sustainability.

Marley Park Waddell Property Planned Area Development (PAD) was approved by the City of Surprise City Council on October 25, 2000 (case number PAD00-091). The Marley Park Waddell Property Planned Area Development (hereinafter known as “Marley Park PAD” or “PAD”) consist of 797 acres located south of Waddell Road, west of Litchfield Road, east of Reem’s Road and North of Cactus Road. Please see Exhibit A – Aerial Context Exhibit for current aerial images of development in the area.

This proposed PAD amendment is for Marley Park Phases 4 and 5 - Parcel 2 of the PAD (“The project” or “Parcel 2”). The parcel being modified by this PAD amendment is located at the northeast corner of Bullard Avenue and Sweetwater Avenue as shown within the overall Marley Park PAD in the image below. The parcel is identified at APN 501-39-990E, designated at Suburban Neighborhood under the City of Surprise General Plan 2035, and is zoned PAD.



Not to Scale

Land Use Plan

Purpose of Request

The purpose of this request is to obtain approval for a Major PAD Amendment for Parcel 2 which consist of approximately 31.13 gross acres (27.27 net acres). More specifically, to modify Parcel 2's High Density Residential “HDR” development standards for the construction of single-family residential homes. The project site was part of a minor PAD Amendment approved in 2018 (FS17-699) where the project's original SFD designation was exchanged with another parcels HDR designation. Single family residential is suitable at this location as this was the previous designation prior to the 2018 amendment. The project will remain at a higher gross density of 5.49 dwelling units per acre (6.27 du/ac of net) and will complement the surrounding developments found at the Homestead at Marley Park.

Simultaneous with this request, Homes by Towne is seeking Preliminary Plat approval on the site for 171 single family residential lots. The lots within the development will have a minimum dimension of 40'x90'. Deeper lots will be provided along the frontage of Bullard and Sweetwater Avenue. This Homes by Towne community will contain approximately 5.53 acres of open space which translates into 20.3% of the net residential area. The project will be consistent in quality with the surrounding homes found at the Homestead at Marley Park. This new community will include two HOA maintained amenities areas, as well as a variety of active and passive open spaces. The Preliminary Plat and Landscape Illustrative masterplan are included as Exhibit B and Exhibit D within this PAD amendment for further detail.

Existing Conditions

The site is currently vacant undeveloped land with minimal grading. The site slightly slopes from the northwest to the southeast. Offsite improvements such as sidewalk, landscape, and roadways improvements adjacent to Parcel 2 have been completed by other as part of the Marley Park Master Development. This parcel is the last remaining undeveloped parcel at the intersection of Bullard Avenue and Sweetwater Avenue. The proposed development is compatible in size and zoning with the existing Marley Park PAD and surrounding developments.

Surrounding Development:

North: Marley Park Phases 4 & 5 (PAD - SFR)

South: Marley Park Parcels 15 & 16 (PAD - SFR)

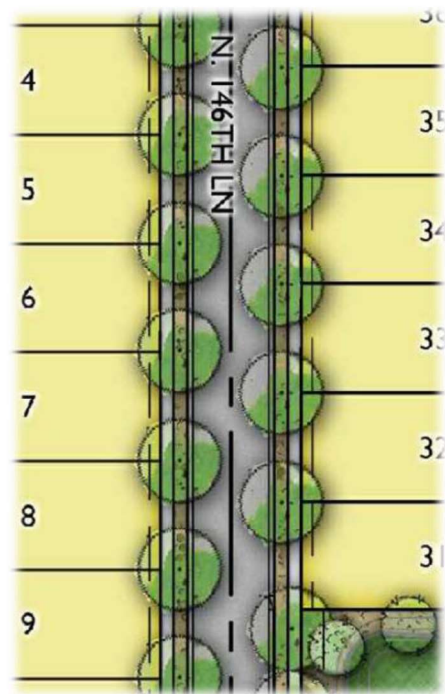
East: Marley Park Phases 4 & 5 (PAD - SFR)/Legacy Traditional School (PAD -SFR)

West: Marley Park Parcels 12 (PAD - SFR)

Circulation

The project site is bound by arterial and collector streets, Bullard Avenue to the west, Old Oak Lane to the north and Sweetwater Avenue to the south. Ingress and egress onto the site will be via Old Oak Lane to the north and Sweetwater Avenue from the south. The ingress and egress from Sweetwater Avenue will be restricted to right-in right-out only.

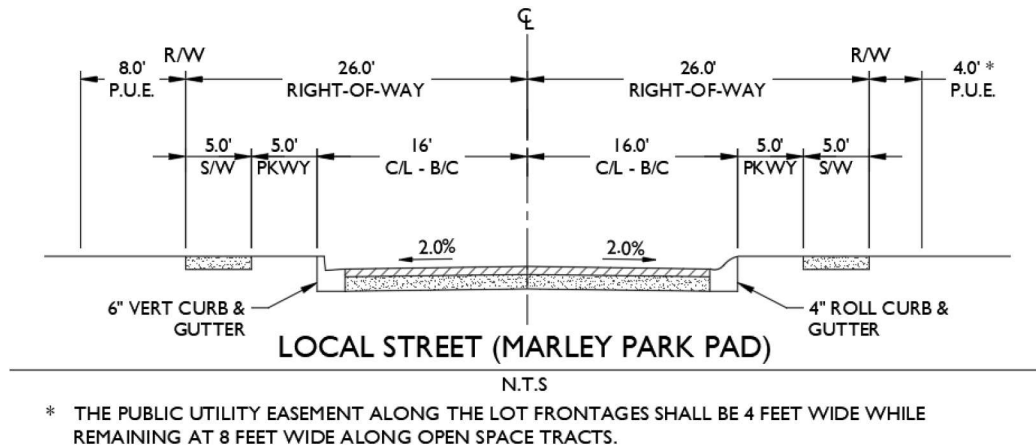
The proposed tree-lined sidewalks and trail connections leading to existing shaded sidewalks will maintain the pedestrian circulation that has made Marley Park the enjoyable walkable community it is today. Pedestrian will enjoy walks within the project's detached sidewalk network and have access via trail connections to the surrounding parks, schools, and amenities. Please see Exhibit D for further detail on pedestrian access and trail connections.



Street Scope Example

Local and Collector Streets

Internal local streets will be designed and constructed per the Marley Park PAD development standards. See the image below for rights-of-way, easements and street section details. All other collector and arterial roadways surrounding the project have been developed to full width by previous developments within Marley Park. Please see Exhibit B – Preliminary Plat for further detail on the street configuration and access.



Infrastructure Improvements

The project is located within the City of Surprise water and wastewater service area, and the city is designated as having an assured water supply. Upon completion and acceptance by the city of the infrastructure related to water and wastewater service serving the property, the city will provide services. Marley Park Phases 4 and 5 – Parcel 2 is part of the Marley Park Community Facilities District (CFD).

a. Wastewater Collection System

The proposed sewer lines within the development will be an 8" gravity-fed sewer network. The onsite system will connect to an existing 12-inch sewer line within Sweetwater Avenue. Upon disposal into the sewer main within Sweetwater Avenue, wastewater is routed for treatment at South Surprise Water Reclamation Facility in Surprise, Arizona. Please reference the Preliminary Sewer Report for further details.

b. Water Distribution System

The water distribution system for the project will consist of looped 8-inch pressurized service lines. The water system for the project falls in line with the Marley Park PAD and the applicable City of Surprise requirements. The site is to be primarily supplied by the Rancho Gabriella Water Service Facility (WSF), during times of high demand the Roseview Water Service Facility will also contribute to Marley Park. The project is located within the City of Surprise pressure zone PZ-1D. Please reference the Preliminary Water Report for further details.

Service Providers:

Water/Sewer– City of Surprise
Electric – Arizona Public Service
Tel/internet – COX/Century Link
Gas– Southwest Gas

Solid Waste – City of Surprise
Fire protection – City of Surprise
Police – City of Surprise
School – Dysart Unified School District

Land Use

This amendment proposes to modify the existing HDR development standards for Marley Park Phase 4 and 5 - Parcel 2, which is approximately 31.13 acres. The amendment would change the development standards as shown in the tables below. The amendment will increase the minimum lot areas from 3,060 Sq. Ft. To 3,500 Sq. Ft. and reduces the overall density for Parcel 2. The proposed changes are necessary

to make Marley Park Parcel 2 a more marketable project and meet the current market demand for detached homes on individual lots. Recent market intelligence obtained from brokers and experts indicate that buyers prefer lots with front and back yards that provide high function and low maintenance in communities rich in amenity and connectivity.

Development Standards

The existing and proposed High Density Residential “HDR” development standards for Parcel 2 are listed below. The proposed development standards for Parcel 2 are consistent with the surrounding developments found at The Homestead at Marley Park community. See Exhibit C for a typical Lot detail.

EXISTING HDR DEVELOPMENT STANDARDS	
Lot Category	HDR
Minimum Lot Size	3,060
Minimum Lot Width	40'
Setbacks	
Front (Livable)	15'
Front (garage) (2)	<7'/18'
Side (Interior)	15'
Side (Corner Livable)	20'
Side (Corner Garage) (2)	10'
Rear (Livable)	20'
Rear (garage) (2)	4'

PROPOSED HDR DEVELOPMENT STANDARDS	
Lot Category	HDR
Minimum Lot Size	3,500
Minimum Lot Width	40'
Setbacks	
Front (Livable)	10'
Front (garage) (2)	<7'/18'
Side (Interior)	5'/5' -10'
Side (Corner Livable)	10'
Side (Corner Garage) (2)	5'
Rear (Livable)	10'
Rear (garage) (2)	3'

2. Setbacks from garage face measured from back of walk, R.O.W., or lot line in alley loaded cond. (rear garage)
3. Setbacks identified for SFD/SFA and HDR are building setbacks, measured from rights-of-ways or parcel lines

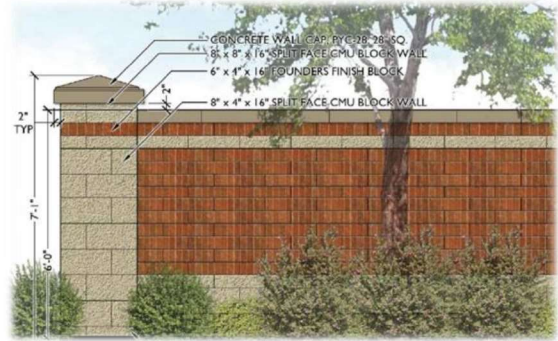
Landscape Design

- a. **Parks and Amenities** – the project will provide several open spaces areas for passive and active recreational uses. The primary amenity area is located at the south entrance of the project. the primary amenity area includes a shaded tot-lot, ramada with picnic tables, BBQ grills, seating area and turf space. A secondary amenity area is provided at the north entrance to the project and will provide a ramada with picnic tables, BBQ grills, seating area, corn hole courts, and a large turf area. Additional open spaces with turf areas are located throughout the project. Please see Exhibit F for further details on the project’s amenities.
- b. **Street Scape** - The landscape pallet proposed along the street and within the front yards is consistent with the existing vegetation within the Homestead at Marley Park.



Primary Amenity Area

- c. **Wall and Theming** - The theme walls and secondary theme walls proposed for Marley Park Phase 4 & 5 - Parcel 2 will be consistent with the existing theming and quality within the Homestead at Marley Park. Please see Exhibit G for further details on the project's primary wall, secondary walls and wall type locations.



Primary Theme Wall

Housing Product and Neighborhood

Homestead at Marley Park is a vibrant and active community offering its residents of all ages the opportunity to connect. Future residents of this community will have the option to choose from multiple spacious single-family homes ranging in sizes and styles, all with extraordinary features to meet a variety of needs.



Example - Homes by Towne Homestead at Marley Park

Project Phasing

The project is designed and intended to be developed in one phase. All infrastructure, common open spaces and amenities will be developed in one phase. The project is estimated to begin construction is Spring 2021.

Schools

Marley Park Parcel 2 is located in the Dysart Unified School District. Elementary school students may attend Marley Park Elementary School, Rancho Gabriella Elementary School or Legacy Traditional School – Surprise. High school students will attend Dysart High School. The District Governing Board may adjust school boundaries as new schools are built or student populations change.

CC&Rs

A homeowners' association (HOA) will be responsible for all landscape maintenance and repair of community common areas, including the landscape areas between the sidewalk and curb. The HOA will also be responsible for amenity maintenance and appearance. A conditions, covenants, and restrictions document will be submitted to the City for review/approval prior to the issuance of construction permits.

Exhibit Index

Exhibit A – Aerial Context Exhibit

Exhibit B – Preliminary Plat

Exhibit C – Typical Lot Exhibit

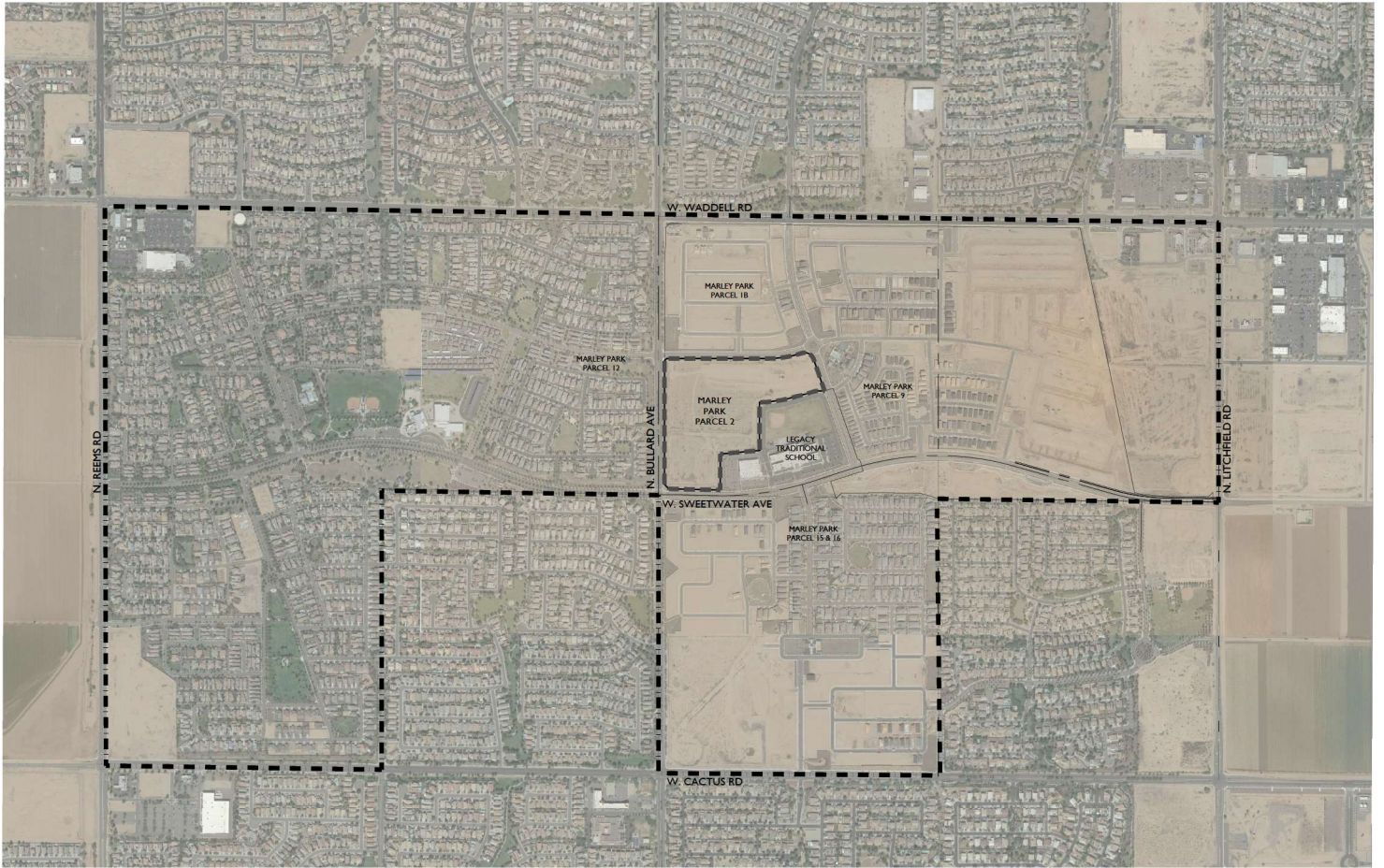
Exhibit D— Illustrative Master Plan

Exhibit E – Monument Sign

Exhibit F – Amenities Exhibit

Exhibit G – Wall placement and Designs

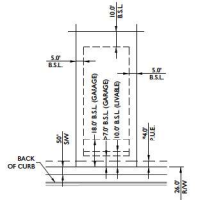
Exhibit H – Legal Description



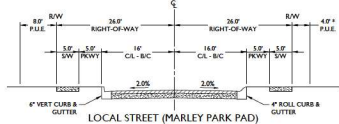
DEVELOPMENT STANDARDS	
Case# FS20-313	
Lot Category	HDR (3)
Minimum Lot Size	3,500
Minimum Lot Width	40'
Setbacks	
Front (Livable)	10'
Front (garage) (2)	<7' 18"
Side (Interior)	5'5" -10'
Side (Corner Livable)	10'
Side (Corner Garage) (2)	5'
Rear (Livable)	10'
Rear (garage) (2)	3'

NOTES:

2. SETBACKS FROM GARAGE FACE MEASURED FROM BACK OF WALK, R.O.W., OR LOT LINE IN ALLEY LOADED CONDITIONS (REAR GARAGE)
3. SETBACKS IDENTIFIED FOR SFD/SFA AND HDR ARE BUILDING SETBACKS, MEASURED FROM RIGHTS-OF-WAYS OR PARCEL LINES



TYPICAL 40' x 90' LOT SETBACKS



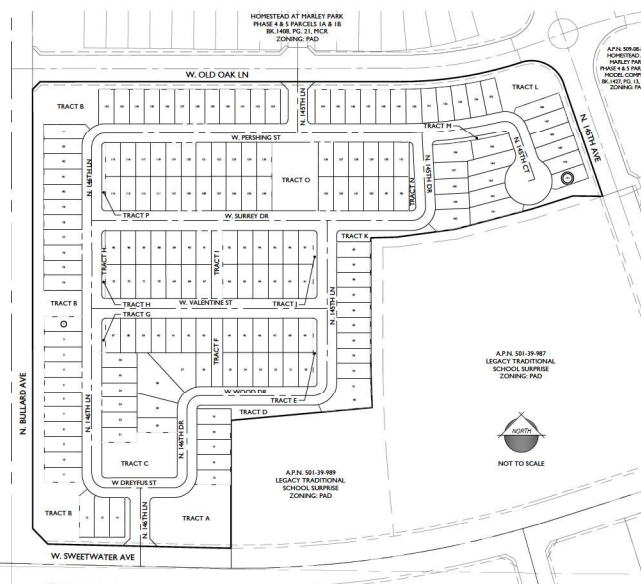
* THE PUBLIC UTILITY EASEMENT ALONG THE LOT FRONTAGES SHALL BE 4 FEET WIDE WHILE REMAINING AT 8 FEET WIDE ALONG OPEN SPACE TRACTS.

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE, OPEN SPACE, WATER ESSENTIAL: RETENTION	31811	0.730
B	LANDSCAPE, OPEN SPACE, WATER ESSENTIAL: RETENTION	90800	2.090
C	LANDSCAPE, OPEN SPACE, AMENITY, RETENTION	21245	0.488
D	LANDSCAPE, OPEN SPACE	7837	0.180
E	LANDSCAPE, OPEN SPACE	1757	0.040
F	LANDSCAPE, OPEN SPACE	5400	0.124
G	LANDSCAPE, OPEN SPACE	878	0.020
H	LANDSCAPE, OPEN SPACE	1757	0.040
I	LANDSCAPE, OPEN SPACE	5400	0.124
J	LANDSCAPE, OPEN SPACE	1757	0.040
K	LANDSCAPE, OPEN SPACE	5400	0.124
L	LANDSCAPE, OPEN SPACE, RETENTION, SEWER ESSENTIAL: EMERGENCY ACCESS (EASEMENT)	39913	0.916
M	LANDSCAPE, OPEN SPACE	1757	0.040
N	LANDSCAPE, OPEN SPACE	3335	0.059
O	LANDSCAPE, OPEN SPACE, AMENITY, RETENTION	22153	0.508
P	LANDSCAPE, OPEN SPACE	1757	0.040
	TOTAL TRACT OPEN SPACE	240000.00	5.557

Lot #	Lot 1			Lot 2			Lot 3			Lot 4			Lot 5			Lot 6			Lot 7			Lot 8			Lot 9			Lot 10			Lot 11			Lot 12			Lot 13			Lot 14			Lot 15			Lot 16			Lot 17			Lot 18			Lot 19			Lot 20			Lot 21			Lot 22			Lot 23			Lot 24			Lot 25			Lot 26			Lot 27			Lot 28			Lot 29			Lot 30			Lot 31			Lot 32			Lot 33			Lot 34			Lot 35			Lot 36			Lot 37			Lot 38			Lot 39			Lot 40			Lot 41			Lot 42			Lot 43			Lot 44			Lot 45			Lot 46			Lot 47			Lot 48			Lot 49			Lot 50			Lot 51			Lot 52			Lot 53			Lot 54			Lot 55			Lot 56			Lot 57			Lot 58			Lot 59			Lot 60			Lot 61			Lot 62			Lot 63			Lot 64			Lot 65			Lot 66			Lot 67			Lot 68			Lot 69			Lot 70			Lot 71			Lot 72			Lot 73			Lot 74			Lot 75			Lot 76			Lot 77			Lot 78			Lot 79			Lot 80			Lot 81			Lot 82			Lot 83			Lot 84			Lot 85			Lot 86			Lot 87			Lot 88			Lot 89			Lot 90			Lot 91			Lot 92			Lot 93			Lot 94			Lot 95			Lot 96			Lot 97			Lot 98			Lot 99			Lot 100			Lot 101			Lot 102			Lot 103			Lot 104			Lot 105			Lot 106			Lot 107			Lot 108			Lot 109			Lot 110			Lot 111			Lot 112			Lot 113			Lot 114			Lot 115			Lot 116			Lot 117			Lot 118			Lot 119			Lot 120			Lot 121			Lot 122			Lot 123			Lot 124			Lot 125			Lot 126			Lot 127			Lot 128			Lot 129			Lot 130			Lot 131			Lot 132			Lot 133			Lot 134			Lot 135			Lot 136			Lot 137			Lot 138			Lot 139			Lot 140			Lot 141			Lot 142			Lot 143			Lot 144			Lot 145			Lot 146			Lot 147			Lot 148			Lot 149			Lot 150			Lot 151			Lot 152			Lot 153			Lot 154			Lot 155			Lot 156			Lot 157			Lot 158			Lot 159			Lot 160			Lot 161			Lot 162			Lot 163			Lot 164			Lot 165			Lot 166			Lot 167			Lot 168			Lot 169			Lot 170			Lot 171			Lot 172			Lot 173			Lot 174			Lot 175			Lot 176			Lot 177			Lot 178			Lot 179			Lot 180			Lot 181			Lot 182			Lot 183			Lot 184			Lot 185			Lot 186			Lot 187			Lot 188			Lot 189			Lot 190			Lot 191			Lot 192			Lot 193			Lot 194			Lot 195			Lot 196			Lot 197			Lot 198			Lot 199			Lot 200			Lot 201			Lot 202			Lot 203			Lot 204			Lot 205			Lot 206			Lot 207			Lot 208			Lot 209			Lot 210			Lot 211			Lot 212			Lot 213			Lot 214			Lot 215			Lot 216			Lot 217			Lot 218			Lot 219			Lot 220			Lot 221			Lot 222			Lot 223			Lot 224			Lot 225			Lot 226			Lot 227			Lot 228			Lot 229			Lot 230			Lot 231			Lot 232			Lot 233			Lot 234			Lot 235			Lot 236			Lot 237			Lot 238			Lot 239			Lot 240			Lot 241			Lot 242			Lot 243			Lot 244			Lot 245			Lot 246			Lot 247			Lot 248			Lot 249			Lot 250			Lot 251			Lot 252			Lot 253			Lot 254			Lot 255			Lot 256			Lot 257			Lot 258			Lot 259			Lot 260			Lot 261			Lot 262			Lot 263			Lot 264			Lot 265			Lot 266			Lot 267			Lot 268			Lot 269			Lot 270			Lot 271			Lot 272			Lot 273			Lot 274			Lot 275			Lot 276			Lot 277			Lot 278			Lot 279			Lot 280			Lot 281			Lot 282			Lot 283			Lot 284			Lot 285			Lot 286			Lot 287			Lot 288			Lot 289			Lot 290			Lot 291			Lot 292			Lot 293			Lot 294			Lot 295			Lot 296			Lot 297			Lot 298			Lot 299			Lot 300			Lot 301			Lot 302			Lot 303			Lot 304			Lot 305			Lot 306			Lot 307			Lot 308			Lot 309			Lot 310			Lot 311			Lot 312			Lot 313			Lot 314			Lot 315			Lot 316			Lot 317			Lot 318			Lot 319			Lot 320			Lot 321			Lot 322			Lot 323			Lot 324			Lot 325			Lot 326			Lot 327			Lot 328			Lot 329			Lot 330			Lot 331			Lot 332			Lot 333			Lot 334			Lot 335			Lot 336			Lot 337			Lot 338			Lot 339			Lot 340			Lot 341			Lot 342			Lot 343			Lot 344			Lot 345			Lot 346			Lot 347			Lot 348			Lot 349			Lot 350			Lot 351			Lot 352			Lot 353			Lot 354			Lot 355			Lot 356			Lot 357			Lot 358			Lot 359			Lot 360			Lot 361			Lot 362			Lot 363			Lot 364			Lot 365			Lot 366			Lot 367			Lot 368			Lot 369			Lot 370			Lot 371			Lot 372			Lot 373			Lot 374			Lot 375			Lot 376			Lot 377			Lot 378			Lot 379			Lot 380			Lot 381			Lot 382			Lot 383			Lot 384			Lot 385			Lot 386			Lot 387			Lot 388			Lot 389			Lot 390			Lot 391			Lot 392			Lot 393			Lot 394			Lot 395			Lot 396			Lot 397			Lot 398			Lot 399			Lot 400			Lot 401			Lot 402			Lot 403			Lot 404			Lot 405			Lot 406			Lot 407			Lot 408			Lot 409			Lot 410			Lot 411			Lot 412			Lot 413			Lot 414			Lot 415			Lot 416			Lot 417			Lot 418			Lot 419			Lot 420			Lot 421			Lot 422			Lot 423			Lot 424			Lot 425			Lot 426			Lot 427			Lot 428			Lot 429			Lot 430			Lot 431			Lot 432			Lot 433			Lot 434			Lot 435			Lot 436			Lot 437			Lot 438			Lot 439			Lot 440			Lot 441			Lot 442			Lot 443			Lot 444			Lot 445			Lot 446			Lot 447			Lot 448			Lot 449			Lot 450			Lot 451			Lot 452			Lot 453			Lot 454			Lot 455			Lot 456			Lot 457			Lot 458			Lot 459			Lot 460			Lot 461			Lot 462			Lot 463			Lot 464			Lot 465			Lot 466			Lot 467			Lot 468			Lot 469			Lot 470			Lot 471			Lot 472			Lot 473			Lot 474			Lot 475			Lot 476			Lot 477			Lot 478			Lot 479			Lot 480			Lot 481			Lot 482			Lot 483			Lot 484			Lot 485			Lot 486			Lot 487			Lot 488			Lot 489			Lot 490			Lot 491			Lot 492			Lot 493			Lot 494			Lot 495			Lot 496			Lot 497			Lot 498			Lot 499			Lot 500			Lot 501			Lot 502			Lot 503			Lot 504			Lot 505			Lot 506			Lot 507			Lot 508			Lot 509			Lot 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610			Lot 611			Lot 612			Lot 613			Lot 614			Lot 615			Lot 616			Lot 617			Lot 618			Lot 619			Lot 620			Lot 621			Lot 622			Lot 623			Lot 624			Lot 625			Lot 626			Lot 627			Lot 628			Lot 629			Lot 630			Lot 631			Lot 632			Lot 633			Lot 634			Lot 635			Lot 636			Lot 637			Lot 638			Lot 639			Lot 640			Lot 641			Lot 642			Lot 643			Lot 644			Lot 645			Lot 646			Lot 647			Lot 648			Lot 649			Lot 650			Lot 651			Lot 652			Lot 653			Lot 654			Lot 655			Lot 656			Lot 657			Lot 658			Lot 659			Lot 660			Lot 661			Lot 662			Lot 663			Lot 664			Lot 665			Lot 666			Lot 667			Lot 668			Lot 669			Lot 670			Lot 671			Lot 672			Lot 673			Lot 674			Lot 675			Lot 676			Lot 677			Lot 678			Lot 679			Lot 680			Lot 681			Lot 682			Lot 683			Lot 684			Lot 685			Lot 686			Lot 687			Lot 688			Lot 689			Lot 690			Lot 691			Lot 692			Lot 693			Lot 694			Lot 695			Lot 696			Lot 697			Lot 698			Lot 699			Lot 700			Lot 701			Lot 702			Lot 703			Lot 704			Lot 705			Lot 706			Lot 707			Lot 708			Lot 709			Lot 710			Lot 711			Lot 712			Lot 713			Lot 714			Lot 715			Lot 716			Lot 717			Lot 718			Lot 719			Lot 720			Lot 721			Lot 722			Lot 723			Lot 724			Lot 725			Lot 726			Lot 727			Lot 728			Lot 729			Lot 730			Lot 731			Lot 732			Lot 733			Lot 734			Lot 735			Lot 736			Lot 737			Lot 738			Lot 739			Lot 740			Lot 741			Lot 742			Lot 743			Lot 744			Lot 745			Lot 746			Lot 747			Lot 748			Lot 749			Lot 750			Lot 751			Lot 752			Lot 753			Lot 754			Lot 755			Lot 756			Lot 757			Lot 758			Lot 759			Lot 760			Lot 761			Lot 762			Lot 763			Lot 764			Lot 765			Lot 766			Lot 767			Lot 768			Lot 769			Lot 770			Lot 771			Lot 772			Lot 773			Lot 774			Lot 775			Lot 776			Lot 777			Lot 778			Lot 779			Lot 780			Lot 781			Lot 782			Lot 783			Lot 784			Lot 785			Lot 786			Lot 787			Lot 788			Lot 789			Lot 790			Lot 791			Lot 792			Lot 793			Lot 794			Lot 795			Lot 796			Lot 797			Lot 798			Lot 799			Lot 800			Lot 801			Lot 802			Lot 803			Lot 804			Lot 805			Lot 806			Lot 807			Lot 808			Lot 809			Lot 810			Lot 811			Lot 812			Lot 813			Lot 814			Lot 815			Lot 816			Lot 817			Lot 818			Lot 819			Lot 820			Lot 821			Lot 822			Lot 823			Lot 824			Lot 825			Lot 826			Lot 827			Lot 828			Lot 829			Lot 830			Lot 831			Lot 832			Lot 833			Lot 834			Lot 835			Lot 836			Lot 837			Lot 838			Lot 839			Lot 840			Lot 841			Lot 842			Lot 843			Lot 844			Lot 845			Lot 846			Lot 847			Lot 848			Lot 849			Lot 850			Lot 851			Lot 852			Lot 853			Lot 854			Lot 855			Lot 856			Lot 857			Lot 858			Lot 859			Lot 860			Lot 861			Lot 862			Lot 863			Lot 864			Lot 865			Lot 866			Lot 867			Lot 868			Lot 869			Lot 870			Lot 871			Lot 872			Lot 873			Lot 874			Lot 875			Lot 876			Lot 877			Lot 878			Lot 879			Lot 880			Lot 881			Lot 882			Lot 883			Lot 884			Lot 885			Lot 886			Lot 887			Lot 888			Lot 889			Lot 890			Lot 891			Lot 892			Lot 893			Lot 894			Lot 895			Lot 896			Lot 897			Lot 898			Lot 899			Lot 900			Lot 901			Lot 902			Lot 903			Lot 904			Lot 905			Lot 906			Lot 907			Lot 908			Lot 909			Lot 910			Lot 911			Lot 912			Lot 913			Lot 914			Lot 915			Lot 916			Lot 917			Lot 918			Lot 919			Lot 920			Lot 921			Lot 922			Lot 923			Lot 924			Lot 925			Lot 926			Lot 927			Lot 928			Lot 929			Lot 930			Lot 931			Lot 932			Lot 933			Lot 934			Lot 935			Lot 936			Lot 937			Lot 938			Lot 939			Lot 940			Lot 941			Lot 942			Lot 943			Lot 944			Lot 945			Lot 946			Lot 947			Lot 948			Lot 949			Lot 950			Lot 951			Lot 952			Lot 953			Lot 954			Lot 955			Lot 956			Lot 957			Lot 958			Lot 959			Lot 960		
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PRELIMINARY PLAT
FOR
MARLEY PARK PHASE 4 & 5 - PARCEL 2

A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3
NORTH, RANGE 1 WEST, OF GILA AND SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA



VICINITY MAP



PROJECT TEAM

OWNER / DEVELOPER:
701 N. BEAVER CREEK, SUITE 212
PHOENIX, AZ 85022
TEL: (602) 996-4800
CONTACT: KEVIN KIEL
K Kiel@aegroupcorp.com

LAND PLANNER:
EBS GROUP, INC.
1130 N. ALMA SCHOOL, SUITE 120
MESA, AZ 85201
TEL: (480) 942-1550
CONTACT: JOSH HANNON
Josh.Hannon@ebsgroupcorp.com

CIVIL ENGINEER:
EBS GROUP, INC.
1130 N. ALMA SCHOOL, SUITE 120
MESA, AZ 85201
TEL: (480) 352-3431
CONTACT: DANIEL ALEXIS, PE
Dan.Alexis@ebsgroupcorp.com

LANDSCAPE ARCHITECT:
EBS GROUP, INC.
1130 N. ALMA SCHOOL, SUITE 120
MESA, AZ 85201
TEL: (480) 943-2250
CONTACT: ALIZA SABIN, RLA
Aliza.Sabin@ebsgroupcorp.com

PROJECT DATA

A.P.N.	501-39-9902
CURRENT LAND USE:	VACANT LAND
EXISTING GENERAL PLAN 2005:	SUBURBAN NEIGHBORHOOD
EXISTING ZONING:	PAU
GROSS AREA:	31.13 ACRES (INCLUDES PERMITTER STREETS RIGHT OF WAY)
NET RESIDENTIAL AREA:	20.70 ACRES (LOT AREA & OPEN SPACE TRACTS)
LOT SIZE:	40' x 90'
NO. OF LOTS:	171
GROSS DENSITY:	5.49 DU/AC
OPEN SPACE AREA:	5.55 AC
OPEN SPACE (%):	20.3% OF NET RESIDENTIAL AREA

GENERAL NOTES

1. THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
2. LOT DIMENSIONS ARE APPROXIMATE. FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
3. ALL PUBLIC STREETS WILL BE CONSTRUCTED TO CITY OF SURPRISE MINIMUM STANDARDS AS MODIFIED HEREIN.
4. THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
5. THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS.
6. 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 TO SECTION 45-576 ARIZONA REVISED STATUTES.
7. THIS PLAN/PRIARY PLAT IS IN ACCORDANCE WITH THE CITY OF SURPRISE CASE NUMBERS PAD402-104 AND P517-499.

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 N, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS MEASURED AND AS SHOWN ON THE FINAL PLAT FOR "PARK PHASE 3 & 4 - PARK A & B MODEL COMPLEX", AS SHOWN ON THE MAP OF DEDICATION FOR WADDLE ROAD, LITCHFIELD ROAD AND CACTUS ROAD, RECORDED IN BOOK 839, PAGE 39, M.C.B.

BEARING: SOUTH 00 DEGREES 01 MINUTES 03 SECONDS EAST

BENCHMARK

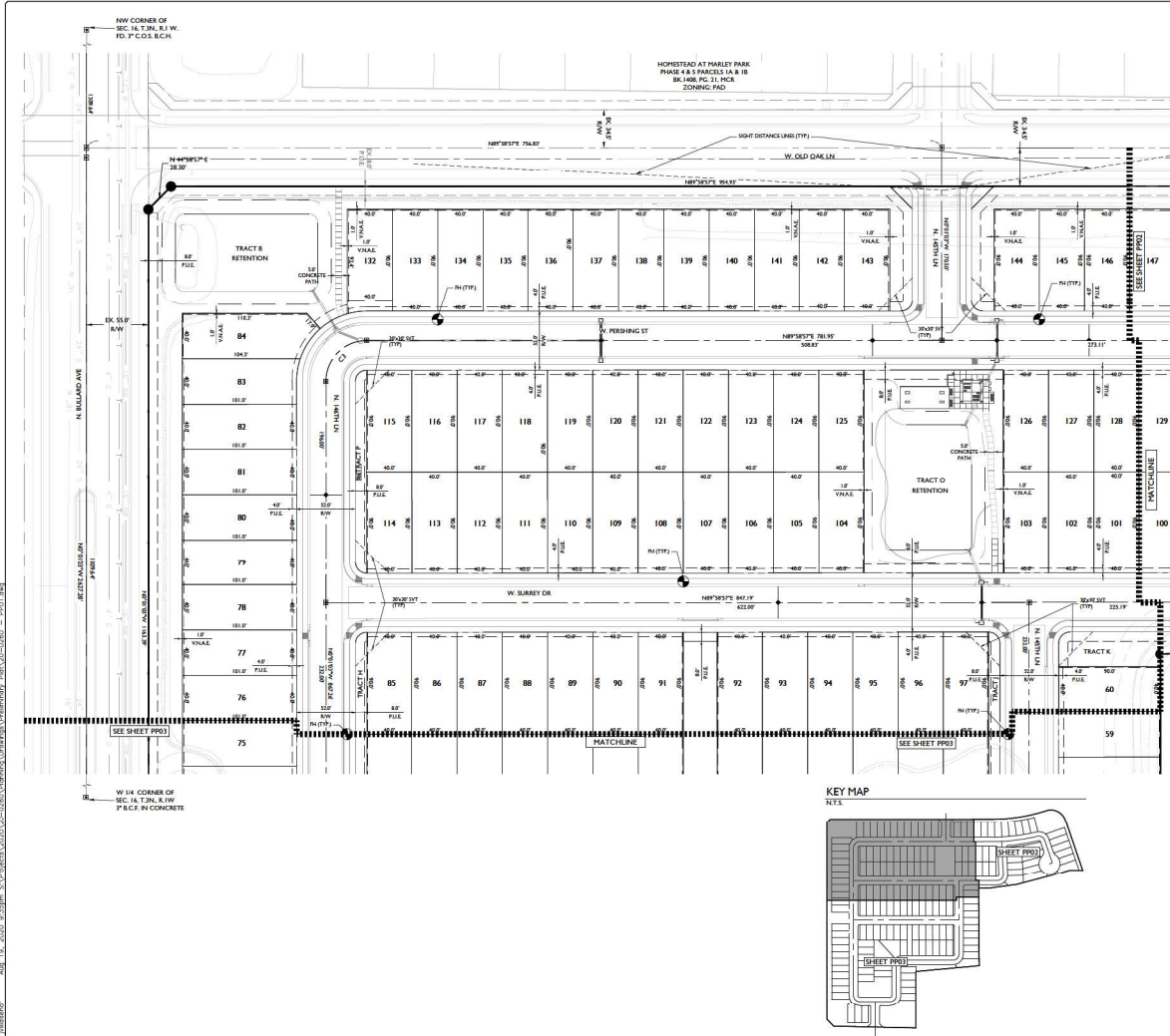
CITY OF SURPRISE BENCHMARK, 31-10, CITY OF SURPRISE BRASS CAP IN HAND HO
THE INTERSECTION OF WADDELL RD. AND BULLARD AVE. STAMPED: BM 31-10

NAVD88 ELEVATION (FT): 1181.93

UTILITIES

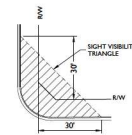
WATER	CITY OF SURPRISE
SEWER	CITY OF SURPRISE
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC
TELEPHONE	CENTURYLINK /
CABLE TV	CENTURYLINK /
FIRE	CITY OF SURPRISE
POLICE	CITY OF SURPRISE

LAND MASS AREA TABLE	
DEDICATED RIGHTS-OF-WAY	10.43 AC.
OPEN SPACE	5.55 AC.
CUMULATIVE LOT AREA	15.15 AC.
NET RESIDENTIAL AREA	20.70 AC.
OPEN SPACE % NET RESIDENTIAL AREA	20.3%
GROSS AREA	31.13 AC.

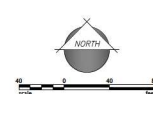
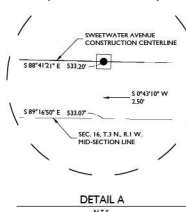


LINE TABLE		
LINE	LENGTH	BEARING
L1	17.26'	S70°51'48\"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	13.84'	36.00'	44.22'	88°00'00\"
C2	269.24'	1170.50'	268.67'	91°07'10\"
C3	58.55'	36.00'	58.91'	89°00'00\"
C4	58.27'	36.00'	58.91'	89°00'00\"
C5	58.55'	36.00'	58.91'	89°00'00\"
C6	58.55'	36.00'	58.91'	89°00'00\"
C7	58.55'	36.00'	58.91'	89°00'00\"
C8	58.55'	36.00'	58.91'	89°00'00\"



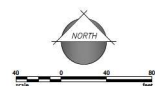
SIGHT DISTANCE NOTE
SIGHT DISTANCE LINES AT LOCAL STREET INTERSECTIONS WITH SWEETWATER AVENUE AND OLD OAK LANE ARE DESIGNED PER CITY OF ATLANTA ENGINEERING DESIGN STANDARD DETAIL 401.

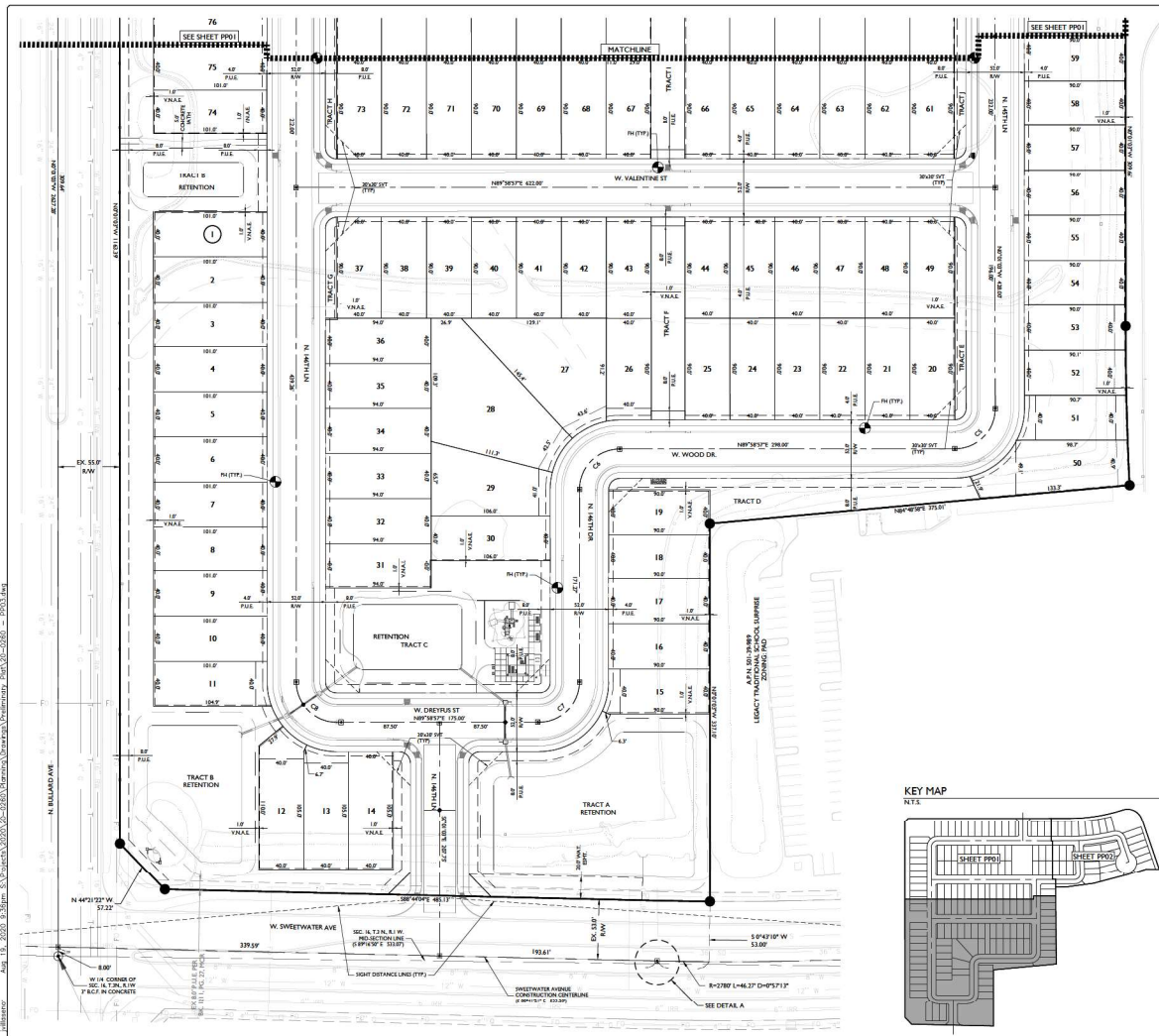


1325 N. Adams Street
Suite 102
Atlanta, GA 30309
Phone: 404.502.2200 | Fax: 404.502.2206
www.epsgrp.com

Project: Marley Park Phase 4 & 5 - Parcel 2
Sheet: 20-0260
PP01

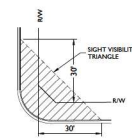
Job No. 20-0260
Sheet No. 2 of 4
Case # PSD-313





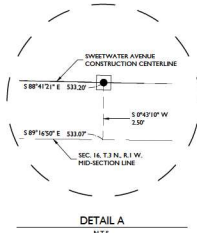
LINE TABLE		
LINE	LENGTH	BEARING
LI	17.76'	S70°53'48"Y

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	52.84'	36.00'	48.22'	00°45'05"
C2	269.26'	1170.50'	268.67'	01°31'10"
C3	56.55'	36.00'	50.91'	09°00'00"
C4	58.27'	36.00'	52.11'	09°24'40"
C5	56.55'	36.00'	50.91'	09°00'00"
C6	56.55'	36.00'	50.91'	09°00'00"
C7	56.55'	36.00'	50.91'	09°00'00"
C8	56.55'	36.00'	50.91'	09°00'00"

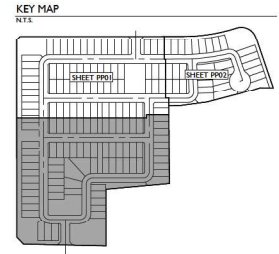
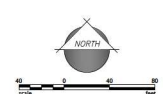


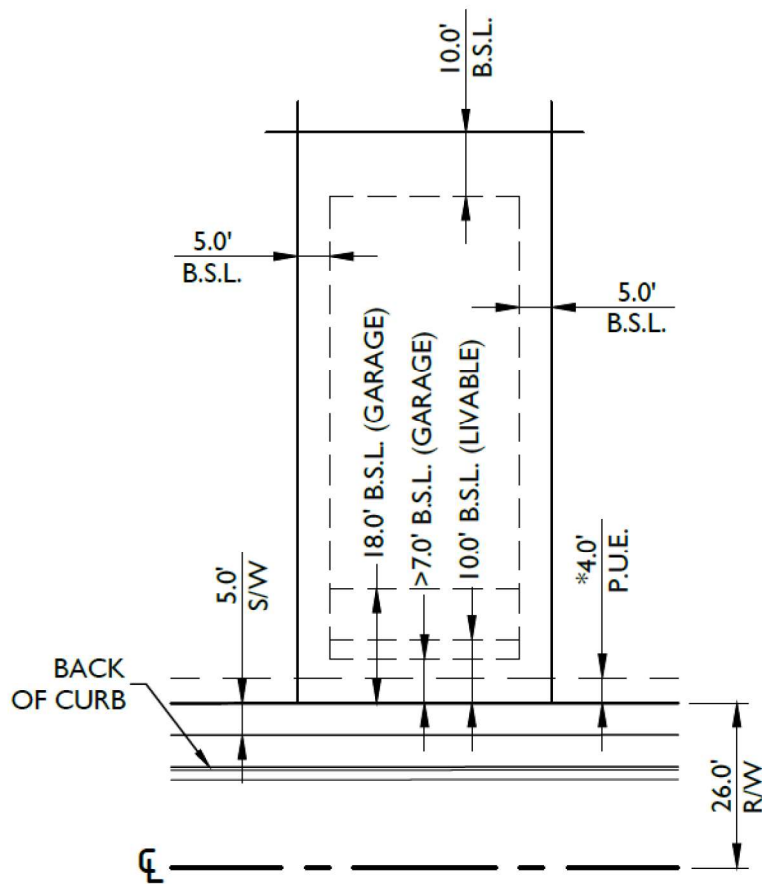
TYPICAL S.V.T. EASEMENT
LOCAL TO LOCAL STREET
N.Y.S.
(PER CITY OF SURPRISE ENGINEERING
DESIGN STANDARDS DETAIL 4-02)

SIGHT DISTANCE NOTE
SIGHT DISTANCE LINES AT LOCAL STREET
INTERSECTIONS WITH SWEETWATER AVENUE AND
OLD OAK LANE ARE DESIGNED PER CITY OF SURPRISE
ENGINEERING DESIGN STANDARD DETAIL 4-01.



DETAIL A

[illegible]



TYPICAL 40' x 90' LOT SETBACKS

* P.U.E. IS REDUCED TO 4 FEET WIDE ALONG LOT FRONTAGES.
P.U.E. SHALL REMAIN 8 FEET WIDE ALONG TRACT FRONTAGES.

COLOR & MATERIALS SCHEDULE	
ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPLIT FACE CMU BLOCK, COLOR BONE, BY SUPERLITE OR APPROVED EQUAL
COLOR B (CMU)	FOUNDERS FINISH, COLOR SLIDE ROCK, RED, BY SUPERLITE OR APPROVED EQUAL
COLOR D (STEEL)	COLOR RAL BLACK GREEN BY BERT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL



I COMMUNITY ENTRY MONUMENT
Scale: 1/2" = 1'-0"

- 1 20' x 20' RAMADA
- 2 TOT LOT
- 3 TURF
- 4 LANDSCAPE BENCH
- 5 BBQ GRILL
- 6 BIKE RACK
- 7 PET WASTE STATION

A 3D rendering of a square gazebo with a red roof and grey frame. The gazebo is shown from a slightly elevated perspective, casting a shadow on the ground. It has four legs and a flat roof with a red top layer and a grey mesh or screen underneath.

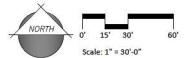


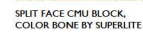
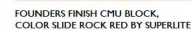
SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
	<i>Acacia aneura</i>	Palga	14' Box
	<i>Casahuate casahuate Smoothie</i>	Thermopsis Casahuate	14' Box
	<i>Chilga lukemunkun 'Yasi Dren'</i>	Chilga	14' Box
	<i>Eucalyptus</i>	Chico Gum	14' Box
	<i>Fraxinus velutina 'Yasi Tan'</i>	Yasi Tan Ash	14' Box
	<i>Eu. nurgensis 'Yasi Hif'</i>	'Yasi Hif' Olive	14' Box
	<i>Parlousina 'Tosoran Emerald'</i>	Sonoran Emerald Pale Verde	14' Box
	<i>Pistacia chinensis</i>	Chinese Pistache	14' Box
	<i>Pinus edulis</i>	Honduli Pine	14' Box
	<i>Prosopis hybrid 'Thomasi'</i>	Thomasi Prosopis	14' Box
	<i>Quercus pyramidalis 'Yorriga'</i>	Yorriga Live Oak	14' Box
	<i>Ulmus parvifolia</i>	Chinese Elm	14' Box

[illegible]

	Acacia Rescued Desert Carpet	Prostrate Acacia	1 Gal
	Convolvulus caesum	Bush Morning Glory	1 Gal
	Dalea greggii	Trailing Indigo Bush	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dais	1 Gal
	Tetrasorus caeruleus	Angelita Daisy	1 Gal

	Cynodon dactylon "Midori"	Midori	Sod
	3/4" Screened Decomposed Granite Express Armor or Equal, 2" Depth Min.		





COLOR & MATERIALS SCHEDULE	
ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPRIT FACE CMU BLOCK, COLOR BONE, BY SUPERLITE OR APPROVED EQUAL.
COLOR B (CMU)	FOUNDERS FINISH, COLOR SLIDE ROCK RED, BY SUPERLITE OR APPROVED EQUAL.
COLOR D (STEEL)	COLOR RAL BLACK GREEN BY BERT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL.
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL.



**Gross Legal Description
Marley Park
Parcel 2**

Job No. 17-234

July 13, 2020

A portion of Lot 2B of Marley Park Legacy Charter School Expansion, recorded in Book 1298 at Page 16 and being situated in the Northwest quarter of Section 16, Township 3 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap flush at the West quarter corner of said Section 16, from which the East quarter corner of said Section 16, said point being marked by a brass cap flush bears South 89 degrees 16 minutes 50 seconds East, a distance of 5,279.69 feet and from which the calculated historical location of the northwest corner of said Section 16, a brass cap in handhole being 0.33 feet east of said calculated location bears North 00 degrees 01 minutes 03 seconds West, 2,627.28 feet;

thence North 00 degrees 01 minutes 03 seconds West along the west line of the Northwest Quarter of said Section 16, also being the monumented centerline of Bullard Avenue, 8.00 feet to the centerline intersection of Sweetwater Avenue and the POINT OF BEGINNING;

thence, continuing North 00 degrees 01 minutes 03 seconds West along the west line of the Northwest Quarter of said Section 16 and said monumented centerline of Bullard Avenue, 1,309.64 feet to the centerline intersection of Old Oak Road;

thence North 89 degrees 58 minutes 57 seconds East along the monumented centerline of said Old Oak Road, 1029.95 feet to the beginning of a curve, concave Northwest, having a radius of 1000.00 feet;

thence, continuing along said monumented centerline Northeasterly 333.11 feet along the arc of said curve through a central angle of 19 degrees 05 minutes 09 seconds;

thence, continuing along said monumented centerline North 70 degrees 53 minutes 48 seconds East, 108.10 feet to the centerline intersection of 145th Avenue;

thence South 19 degrees 06 minutes 12 seconds East, 439.90 feet along the monumented centerline of said 145th Avenue to a point on said monumented centerline;

thence, departing said monumented centerline South 70 degrees 53 minutes 48 seconds West, 41.50 feet;

thence North 89 degrees 12 minutes 15 seconds West, 78.89 feet;

EPS Group, Inc. • 1130 N. Alma School Road, Suite 120 • Mesa, Az 85210

Tel (480) 503-2250 • Fax (480) 503-2258

Page 1 of 2

S:\Projects\2017\17-234\Legal Survey\Legals\17-234 Marley Park - Parcel 2 - Gross.docx

thence South 72 degrees 25 minutes 48 seconds West, 113.98 feet;

thence South 75 degrees 17 minutes 13 seconds West, 209.53 feet;

thence South 82 degrees 23 minutes 59 seconds West, 156.62 feet;

thence South 88 degrees 24 minutes 39 seconds West, 68.26 feet;

thence South 0 degrees 01 minutes 03 seconds East, 309.66 feet to the beginning of a curve, concave Easterly, having a radius of 2860.00 feet;

thence Southerly 141.30 feet along the arc of said curve through a central angle of 2 degrees 49 minutes 50 seconds;

thence on a non-tangent line South 84 degrees 48 minutes 58 seconds West, 375.01 feet;

thence South 0 degrees 01 minutes 03 seconds East, 390.10 feet to a point on the monumented centerline of Sweetwater Avenue and the beginning of a non-tangent curve, concave Northerly, from which the radius point bears North 0 degrees 20 minutes 35 seconds East a distance of 2780.00 feet;

thence along said monumented centerline Westerly 46.95 feet along the arc of said curve through a central angle of 0 degrees 58 minutes 04 seconds;

thence, continuing along said monumented centerline North 88 degrees 41 minutes 21 seconds West, 533.20 feet to the centerline intersection of Bullard Avenue and the **POINT OF BEGINNING**;

Said portion of land containing 1,356,231 square feet, or 31.1348 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.



NW CORNER OF
SEC. 16, T.3N., R.1W.
FD. 3" C.O.S. B.C.H.

N 1/4 CORNER OF
SEC. 16, T.3N., R.1W.
NOTHING FOUND
NOTHING SET

W WADDELL ROAD

S89°20'49"E 2639.19'

NORTH LINE OF SEC. 16

N BULLARD AVE

N0°01'03"W 2627.28'

W OLD OAK LN

34.50'
R/W

41.50'
R/W

PARCEL 2

GROSS AREA=
1,356,231 SF
31.1348 AC

55'
R/W

POINT OF
BEGINNING

L11

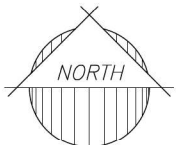
W SWEETWATER AVE

N 145TH AVE

E1/4 CORNER
OF SEC. 16,
T.3N., R.1W.
FD. 3" B.C.F.

S89°16'50"E 5279.69'

POINT OF COMMENCEMENT
W 1/4 CORNER OF
SEC. 16, T.3N.,
R.1W. FD. 3"
C.O.S. B.C.F.



SCALE: 1"=400'



17-234

EXHIBIT - SHEET 1 OF 2

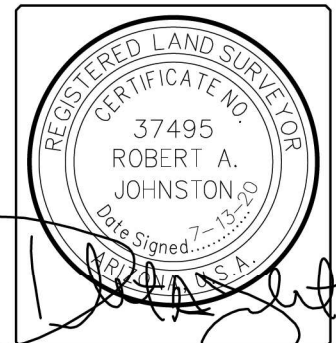
MARLEY PARK - PARCEL 2



2045 S. Vineyard Ave.
Ste. 101 Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°01'03"W	1309.64'
L2	N89°58'57"E	1029.95'
L3	S19°06'12"E	439.90'
L4	S70°53'48"W	41.50'
L5	N89°12'15"W	78.89'
L6	S72°25'48"W	113.98'
L7	S75°17'13"W	209.53'
L8	S82°23'59"W	156.62'
L9	S88°24'39"W	68.26'
L10	S00°01'03"E	309.66'
L11	S84°48'58"W	375.01'
L12	S00°01'03"E	390.10'
L13	N88°41'21"W	533.20'
L14	N00°01'03"W	1309.64'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	333.11'	1000.00'	19°05'09"	168.11'	331.57'	N80°26'23"E
C2	141.30'	2860.00'	2°49'50"	70.66'	141.28'	S01°25'58"E
C3	46.95'	2780.00'	0°58'04"	23.48'	46.95'	S89°10'23"E



17-234

EXHIBIT - SHEET 2 OF 2

MARLEY PARK - PARCEL 2



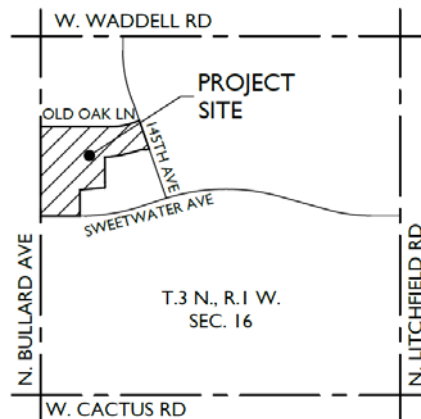
2045 S. Vineyard Ave.
Ste. 101 Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Marley Park Phase 3 & 4 – Parcel 2

Participation Report

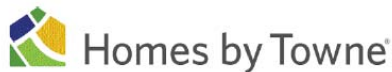
Case # FS20-313

Submitted: July 31, 2020



DEVELOPER

Homes by Towne
706 E. Bell Road, Suite 212
Phoenix, AZ 85022



CONSULTANT

EPS Group, Inc.
1130 N. Alma School Road, Suite 120
Mesa, AZ 85201
Contact: Daniel Auxier, P.E.
Tel. 480-503-2250



Submitted to the City of Surprise



I. Introduction

The purpose of this Participation Report is to inform citizens, property owners, neighborhood associations, agencies, schools and businesses near the site of an application for Marley Park Phase 4 & 5 – Parcel 2, a proposed residential planned community. This site is located at the northeast corner of Bullard Avenue and Sweetwater Avenue within the City of Surprise. The applicant is requesting the review and approval from the City of Surprise of the following applications:

1. Major PAD Amendment for 31.13 acres of the property to modify Parcel 2's High Density Residential "HDR" development standards for the construction of single-family residential homes.
2. Preliminary Plat of 171 single family residential lots on the subject property.

These requests will allow for development of the Marley Park subdivision in the City of Surprise. This citizen participation plan will ensure that those affected by this application will have an adequate opportunity to learn and comment on the proposal.

Concept Review Meeting: The concept review meeting with City of Surprise Community Development staff was held on March 12, 2020.

II. 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.

Citizen Review Meeting: In order to provide effective citizen participation in conjunction with their application, a neighborhood meeting was held on June 17, 2020 and conducted by the applicant to give the neighbors an adequate opportunity to learn about the applications that may affect them. Notice of the citizen review meeting was provided by the City of Surprise planning and zoning division in the form of a public notice to the following, when applicable:

1. The notice shall be published in a newspaper of general circulation or circulated in the municipality at least 15 days prior to the meeting date;
2. For applications involving rezoning of land which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such government unit butting such land;
3. For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislated matters, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing.
4. Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application;
5. The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above.

(All materials such as sign-in lists, comments, and petitions received are copied to the City of Surprise.)

Schedule:

Pre-Application Meeting:_____March 12, 2020
Application Submittal:_____May 11, 2020
Notice of neighborhood meeting:_____15 days prior to neighborhood meeting
Notification mailed:_____ (Date to be provided by City of Surprise)
Sign Posted:_____June 2, 2020
Newspaper ad published:_____ (Date to be provided by City of Surprise)
Neighborhood Outreach meeting:_____June 17, 2020
Submittal of Draft Citizen Participation Report:_____July 31, 2020
Submittal of Final Citizen Participation Report:_____TBD
Planning and Zoning Commission hearing:_____TBD
City Council hearing: _____TBD

III. A summary of concerns, issues and problems expressed during the process, including:

a) The substance of the concerns, issues, and problems.

1. Proposed amenities
2. Use of Homestead community park
3. Marley Park Community Facilities District (CFD)
4. Product type

b) How the applicant has addressed or intends to address concerns, issues and problems expressed during the process.

During the GoToMeeting neighborhood outreach meeting the applicant, the developer/home builder and City of Surprise staff answered and addressed concerns that were expressed by the participant of the outreach meeting. No additional follow up meetings or additional information was needed after the outreach meeting.

c) Concerns, issues and problems the applicant is unwilling or unable to address and why.

None, the questions and concerns expressed during the outreach meeting were addressed and discussed at the meeting.

Attachments:

- Notification Letter (To be provided by City of Surprise)
- Sign Posting Pictures and Affidavit
- Neighborhood Meeting Sign-In Sheet
- Neighborhood Meeting Minutes
- Neighborhood Meeting Exhibits



AFFIDAVIT OF POSTING

Application No: FS20-313

Applicant Name:

Location: Northeast corner of Bullard and Sweetwater

Date Site Posted: June 2nd, 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
Applicant/Representative Signature

6/2/2020
Date

This instrument was acknowledged before me on this 2nd 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



Marley Park Parcel 2 - Neighborhood Outreach Meeting

Wednesday June 17, 2020 at 6pm.

Attendee List

Name	Email Address	Join & Leave Times
Chris Judd	[REDACTED]	5:53 PM - 6:27 PM
Mike Aiello		5:53 PM - 6:41 PM
[REDACTED]		5:56 PM - 6:40 PM
Jorge Villasenor	[REDACTED]	5:53 PM - 6:41 PM
Vanessa		5:55 PM - 6:25 PM
Kevin	[REDACTED]	5:53 PM - 6:40 PM
Brad	[REDACTED]	5:53 PM - 6:08 PM
Chris Judd	[REDACTED]	5:53 PM - 6:26 PM
[REDACTED]		5:48 PM - 6:39 PM
[REDACTED]		6:05 PM - 6:25 PM
Chambers		5:57 PM - 6:11 PM
RD		5:57 PM - 6:25 PM
RD		5:56 PM - 6:41 PM
Marty		6:01 PM - 6:41 PM
Glen Kette		6:01 PM - 6:09 PM
Peter Difilippantonio	[REDACTED]	6:01 PM - 6:24 PM
Mark		6:00 PM - 6:07 PM
[REDACTED]		5:53 PM - 6:40 PM
Rob Kuhfuss		5:53 PM - 6:40 PM
Matt Keating		6:00 PM - 6:25 PM
Shirley Phan	[REDACTED]	5:53 PM - 6:41 PM
Chandler Bergstrom		6:08 PM - 6:41 PM
Marty		6:05 PM - 6:09 PM

Colbey		6:15 PM - 6:17 PM
Chandler Bergstrom		6:09 PM - 6:25 PM
Lindsay		6:21 PM - 6:25 PM
Neighbor		6:20 PM - 6:32 PM
Lindsay		6:37 PM - 6:40 PM

Neighborhood Meeting main topics of discussion:

Proposed amenities

A resident of Marley Park wanted additional information regarding the proposed amenities. The two open space amenities were discussed with the resident. The amenity on the south entry will provide a tot-lot area, ramada, BBQ grills and turf space. The amenity on the north entry will provide a cornhole court, ramada, BBQ grills and turf space. In addition to the amenities proposed it was also indicated that trail connections would be provide to the other existing parks and sidewalk networks.

Use of Homestead community park

Residents of the Homestead at Marley Park expressed concerns regarding the number of new residents to the Marley Park development. The concern was directed towards how many new residents would have access to the existing community pool and facilities at the Homestead park. The development team explained that the sizing of the Homestead park and original intent for the park included the use of future residents from parcel 2 (the project site).

Marley Park Community Facilities District (CFD)

A resident of the Homestead at Marley Park asked about the CFD tax and how this development would impact the amount of money residents of Marley park would contribute to the CFD. City staff provided an overview of the CFD and explained that the more residents that contribute to the CFD would result in lowering the amount residents pay. The proposed additional 71 new homes will also contribute to the Marley Park CFD. The exact amount of contribution from future homes to the CFD is unknown at this time, every year a breakdown and a total dollar amount is provided by the City of Surprise and until that is completed it is hard to know how the new homes will impact the CFD.

Product type

A resident asked about the proposed product and if it was similar to the HBT product being sold at the parcel north Parcel 2. The developer answered and explained that it was not the exact same product. The product elevation was shown on the PowerPoint presentation (attached to this report)

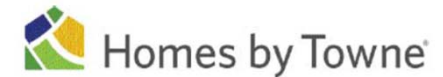


Marley Park Phases 4 & 5 - Parcel 2

PAD Amendment Neighborhood Outreach Meeting

Case# PADA CR20-142

June 17, 2020

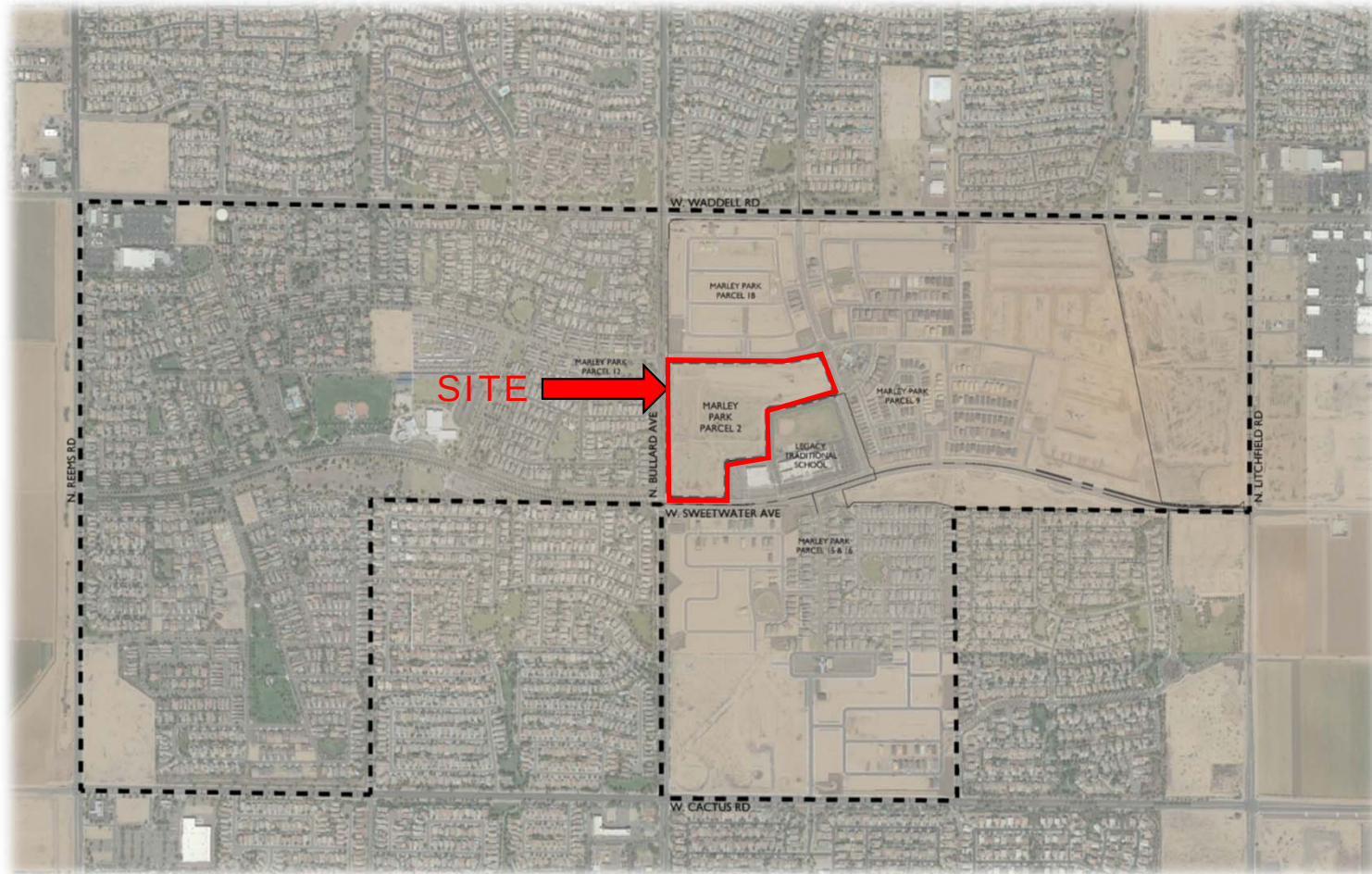


Applicant/Owner
HBT of Marley Park II LLC
 706 E. Bell Road, Suite 212
 Phoenix, AZ 85022



**Planning/Engineering/
 Landscape Architect**
EPS Group, Inc.
 1130 N. Alma School Rd, Ste 120
 Mesa, AZ 85201
 Phone: 480-267-5066
 Jorge Villasenor
Jorge.villasenor@epsgruoinc.com

Project Location



Located at the NEC of Sweetwater Avenue and Bullard Avenue



Project Information

BUILDER: Homes by Towne

A.P.N. 501-39-990E

CURRENT LAND USE: VACANT LAND

EXISTING GENERAL PLAN 2035: SUBURBAN NEIGHBORHOOD

EXISTING ZONING: PAD

PAD DESIGNATION: HDR

GROSS AREA: +/- 31.13 ACRES
 (INCLUDES PERIMETER STREETS RIGHT OF WAY)
NET RESIDENTIAL AREA: +/- 20.70 ACRES
 (LOT AREA & OPEN SPACE TRACTS)

LOT SIZE: 40' x 90'

NO. OF LOTS: 171

GROSS DENSITY: +/- 5.49 DU/AC

OPEN SPACE AREA: +/- 5.53 AC
OPEN SPACE (%): 26.7% OF NET RESIDENTIAL AREA

Illustrative Master Plan

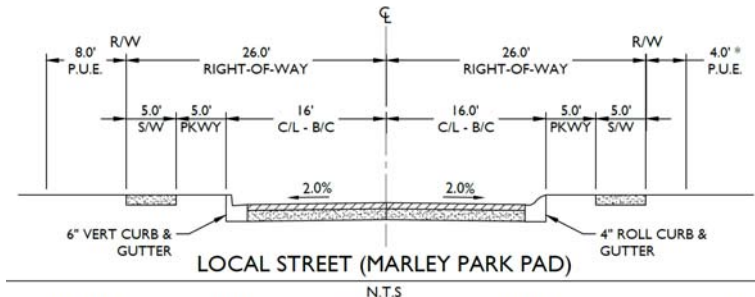
PAD Amendment Request

Modify Parcel 2's High Density Residential "HDR" development standards for the construction of single-family residential homes.

EXISTING HDR DEVELOPMENT STANDARDS	
Lot Category	HDR
Minimum Lot Size	3,060
Minimum Lot Width	
Setbacks	
Front (Livable)	15'
Front (garage) (2)	<7'/18'
Side (Interior)	15'
Side (Corner Livable)	20'
Side (Corner Garage) (2)	10'
Rear (Livable)	20'
Rear (garage) (2)	4'

PROPOSED HDR DEVELOPMENT STANDARDS	
Lot Category	HDR
Minimum Lot Size	3,500
Minimum Lot Width	
Setbacks	
Front (Livable)	10'
Front (garage) (2)	<7'/18'
Side (Interior)	5'/5' -10'
Side (Corner Livable)	10'
Side (Corner Garage) (2)	5'
Rear (Livable)	10'
Rear (garage) (2)	3'

2. Setbacks from garage face measured from back of walk, R.O.W., or lot line in alley loaded cond. (rear garage)
 3. Setbacks identified for SFD/SFA and HDR are building setbacks, measured from rights-of-ways or parcel lines



* THE PUBLIC UTILITY EASEMENT ALONG THE LOT FRONTAGES SHALL BE 4 FEET WIDE WHILE REMAIN AT 8 FEET WIDE ALONG OPEN SPACE TRACTS.



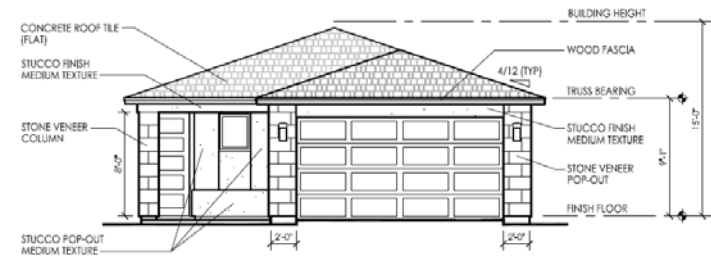
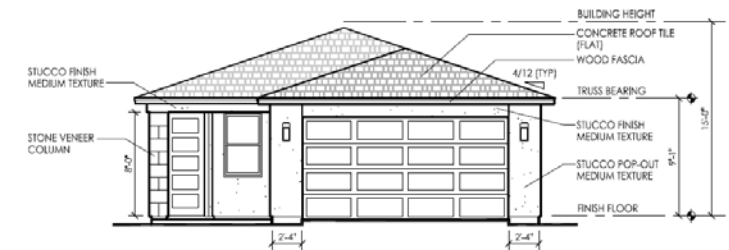
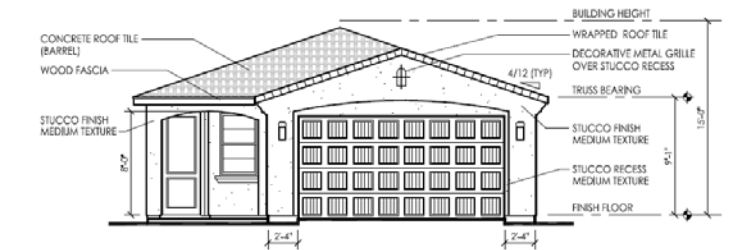
South Park (tot-lot, ramada, BBQ grill, Turf)



North Park (Courts, ramada, BBQ grill, Turf)

Proposed Housing Product Type

Homes by Towne





Contact

Jorge Villaseñor

Planner

EPS Group, Inc.

Phone: 480-503-2250 x3112

Email: jorge.villaseñor@epsgroupinc.com

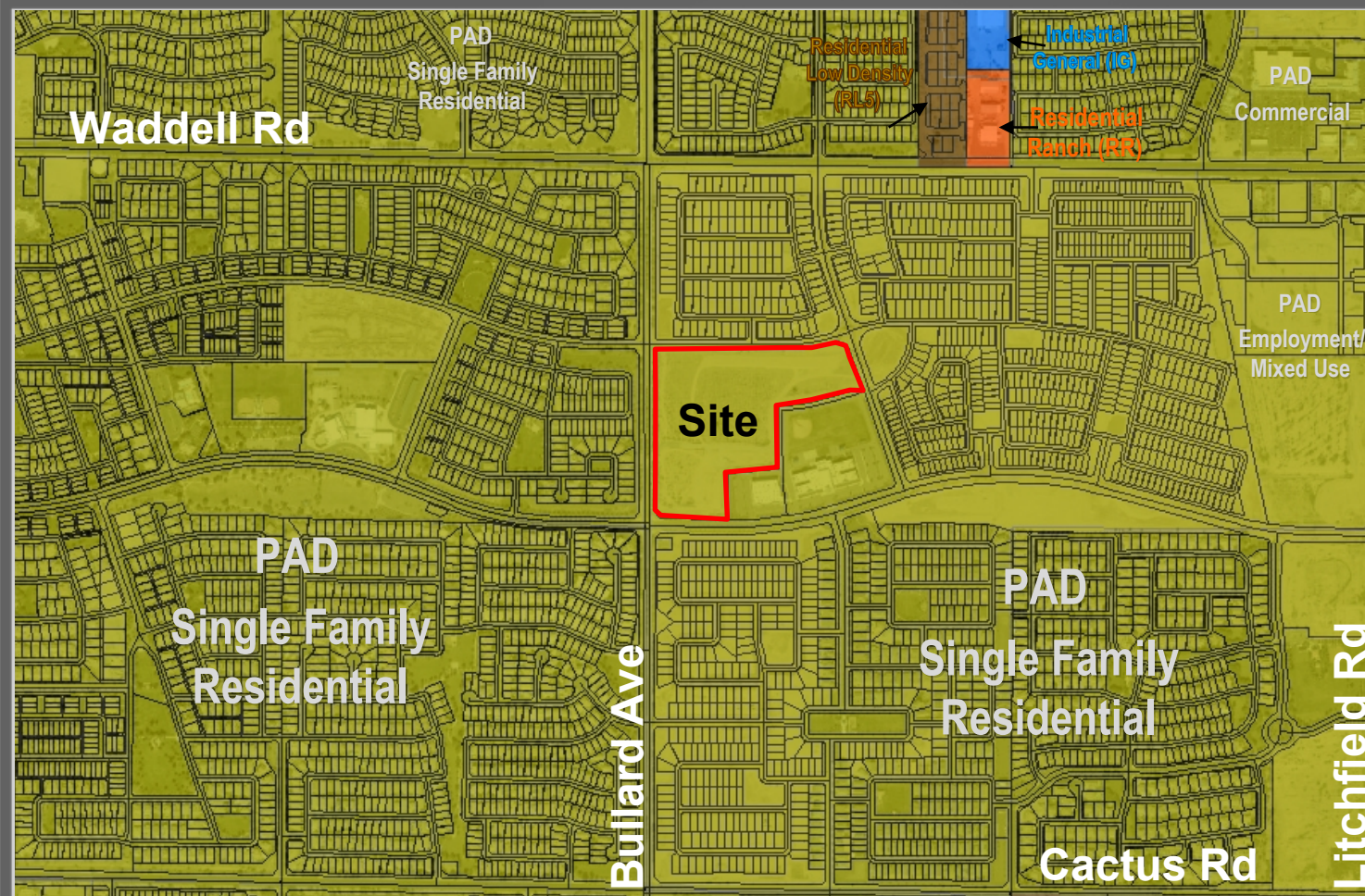


Marley Park Phase 4 & 5 Parcel 2 Major PAD Amendment

City Council
October 20, 2020



FS20-313 Vicinity Map

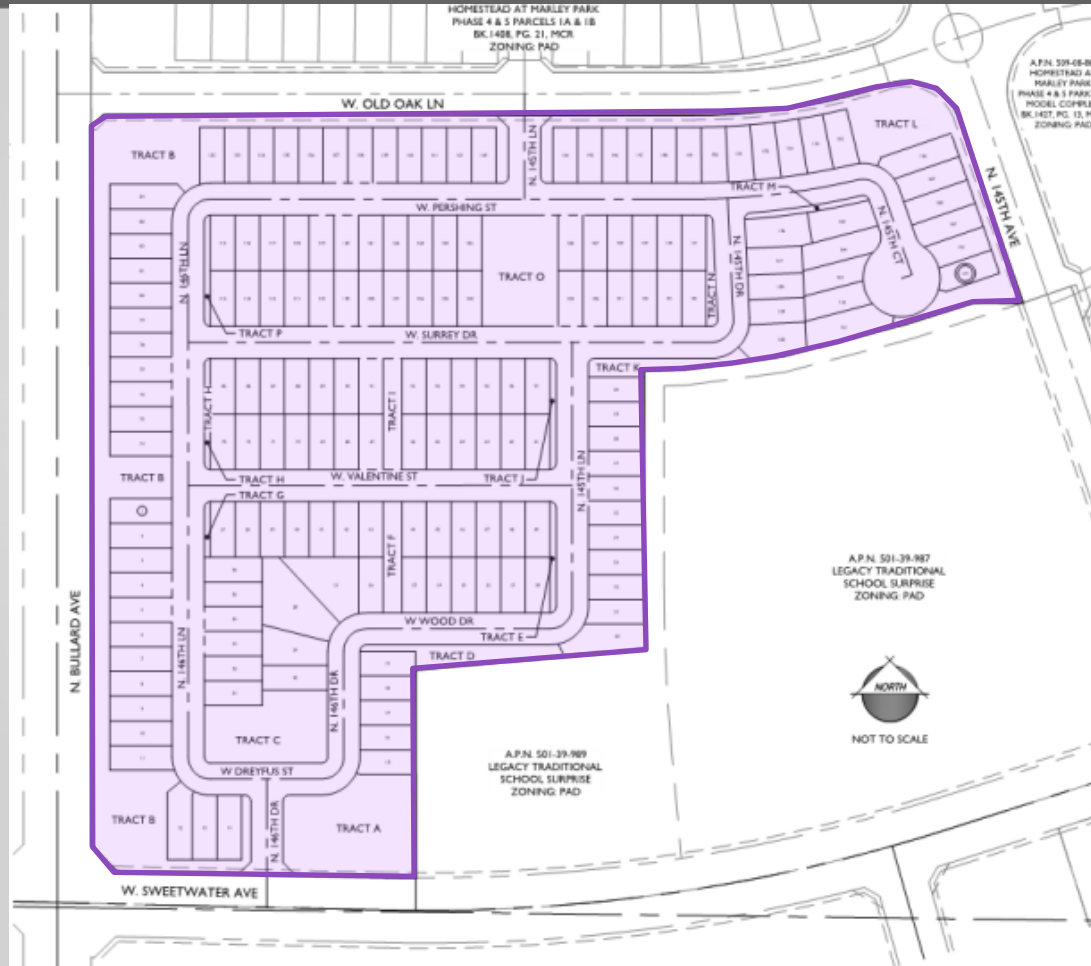


FS20-313 Case Map

27.28 Acres
5.49Du/A

40'x90'

- **171 units**



FS20-313 Preliminary Plat

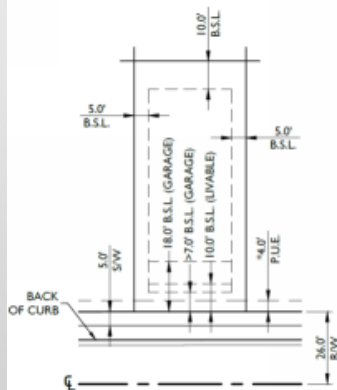


Fire's emergency
access gate

FS20-313 Landscape

EXISTING HDR DEVELOPMENT STANDARDS	
Lot Category	HDR
Minimum Lot Size	3,060
Minimum Lot Width	40'
Setbacks	
Front (Livable)	15'
Front (garage) (2)	<7'/18'
Side (Interior)	15'
Side (Corner Livable)	20'
Side (Corner Garage) (2)	10'
Rear (Livable)	20'
Rear (garage) (2)	4'

PROPOSED HDR DEVELOPMENT STANDARDS	
Lot Category	HDR
Minimum Lot Size	3,500
Minimum Lot Width	40'
Setbacks	
Front (Livable)	10'
Front (garage) (2)	<7'/18'
Side (Interior)	5'/5' -10'
Side (Corner Livable)	10'
Side (Corner Garage) (2)	5'
Rear (Livable)	10'
Rear (garage) (2)	3'



TYPICAL 40' x 90' LOT SETBACKS

* P.U.E. IS REDUCED TO 4 FEET WIDE ALONG LOT FRONTAGES.
P.U.E. SHALL REMAIN 8 FEET WIDE ALONG TRACT FRONTAGES.

increase
decrease



CITIZEN OUTREACH

Citizen Outreach Meeting

- June 17, 2020

Questions:

- Will new residents for Parcel 2 be able to access the existing community pool and facilities at the Homestead Park?
- How will this development influence the amount of money residents of Marley Park contribute to the CFD?
- Will the Home Products for Parcel 2 be similar to the Homes by Towne product sold north of Parcel 2?

STAFF RECOMMENDATION

Commission Recommendation:

- On September 17, 2020, recommended approval for the proposed PAD Amendment



QUESTIONS OR COMMENTS?

Thank You

Major PAD Amendment Stip:

A. Development and use of the site shall be consistent with the Planned Area Development Amendment Document entitled “Marley Park Phases 4 & 5- Parcel 2” consisting of twenty-three (23) sheets prepared by Homes by Towne and EPS Group, dated revised and stamped received August 20, 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.

ORDINANCE # 2020-28

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR PAD AMENDMENT FOR MARLEY PARK PHASE 4 & 5 PARCEL 2, LOCATED ON THE NORTHEAST CORNER OF BULLARD AND SWEETWATER AVENUES.

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 northeast corner of Bullard and Sweetwater Avenues;

WHEREAS, the subject site is zoned Marley Park PAD;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations; and

WHEREAS, the proposed development standards are in harmony with the purposes and intent of the Marley Park PAD;

WHEREAS, on September 17, 2020, the Planning and Zoning Commission recommended approval of the Marley Park Phase 4 & 5 Parcel 2 Major PAD Amendment.

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

Section 1. *Major PAD Amendment.* The parcel legally described on Exhibit A and depicted on Exhibit B, known as "Marley Park Phase 4 & 5 Parcel 2" is subject to the following stipulations:

- A. Development and use of the site shall be consistent with the Planned Area Development Amendment Document entitled "Marley Park Phases 4 & 5 Parcel 2" consisting of twenty-three (23) sheets prepared by Homes by Towne and EPS Group, dated revised and stamped received August 20, 2020, exclusive of Exhibit B.
- 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 the development standards.* The Marley Park PAD Amendment for Phase 4 & 5 Parcel 2 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:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR PROPERTY

A portion of Lot 2B of Marley Park Legacy Charter School Expansion, recorded in Book 1298 at Page 16 and being situated in the Northwest quarter of Section 16, Township 3 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap flush at the West quarter corner of said Section 16, from which the East quarter corner of said Section 16, said point being marked by a brass cap flush bears South 89 degrees 16 minutes 50 seconds East, a distance of 5,279.69 feet and from which the calculated historical location of the northwest corner of said Section 16, a brass cap in handhole being 0.33 feet east of said calculated location bears North 00 degrees 01 minutes 03 seconds West, 2,627.28 feet;

thence North 00 degrees 01 minutes 03 seconds West along the west line of the Northwest Quarter of said Section 16, also being the monumented centerline of Bullard Avenue, 8.00 feet to the centerline intersection of Sweetwater Avenue and the POINT OF BEGINNING;

thence, continuing North 00 degrees 01 minutes 03 seconds West along the west line of the Northwest Quarter of said Section 16 and said monumented centerline of Bullard Avenue, 1,309.64 feet to the centerline intersection of Old Oak Road;

thence North 89 degrees 58 minutes 57 seconds East along the monumented centerline of said Old Oak Road, 1029.95 feet to the beginning of a curve, concave Northwest, having a radius of 1000.00 feet;

thence, continuing along said monumented centerline Northeasterly 333.11 feet along the arc of said curve through a central angle of 19 degrees 05 minutes 09 seconds;

thence, continuing along said monumented centerline North 70 degrees 53 minutes 48 seconds East, 108.10 feet to the centerline intersection of 145th Avenue;

thence South 19 degrees 06 minutes 12 seconds East, 439.90 feet along the monumented centerline of said 145th Avenue to a point on said monumented centerline;

thence, departing said monumented centerline South 70 degrees 53 minutes 48 seconds West, 41.50 feet;

thence North 89 degrees 12 minutes 15 seconds West, 78.89 feet;

thence South 72 degrees 25 minutes 48 seconds West, 113.98 feet;

thence South 75 degrees 17 minutes 13 seconds West, 209.53 feet;

thence South 82 degrees 23 minutes 59 seconds West, 156.62 feet;

thence South 88 degrees 24 minutes 39 seconds West, 68.26 feet;

thence South 0 degrees 01 minutes 03 seconds East, 309.66 feet to the beginning of a curve, concave Easterly, having a radius of 2860.00 feet;

thence Southerly 141.30 feet along the arc of said curve through a central angle of 2 degrees 49 minutes 50 seconds;

thence on a non-tangent line South 84 degrees 48 minutes 58 seconds West, 375.01 feet;

thence South 0 degrees 01 minutes 03 seconds East, 390.10 feet to a point on the monumented centerline of Sweetwater Avenue and the beginning of a non-tangent curve, concave Northerly, from which the radius point bears North 0 degrees 20 minutes 35 seconds East a distance of 2780.00 feet;

thence along said monumented centerline Westerly 46.95 feet along the arc of said curve through a central angle of 0 degrees 58 minutes 04 seconds;

thence, continuing along said monumented centerline North 88 degrees 41 minutes 21 seconds West, 533.20 feet to the centerline intersection of Bullard Avenue and the POINT OF BEGINNING;

Said portion of land containing 1,356,231 square feet, or 31.1348 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
DEPICTION OF THE PROPERTY TO BE AMENDED

NW CORNER OF
SLC *6, TIN, R*W
<D 3" COS BC*

N 1/4 CORNER OF
SEC 16, T3N, RIW.
NOTHING FOUND
NOTHING SET

W WADDELL ROAD

S89°20'49"E 2639.19'

NORTH LINE OF SEC 16

N BULLARD AVE

N0°01'03"W 2627.28'

W OLD OAK LN

PARCEL 2

GROSS AREA=
1, , 1
31.1348 AC

34.50'
R/W

41.50'
/W

N 145TH AVE

W SWEETWATER AVE

E1/4 CORNER
OF SEC 16,
TIN., R1W
FD 3" BC*

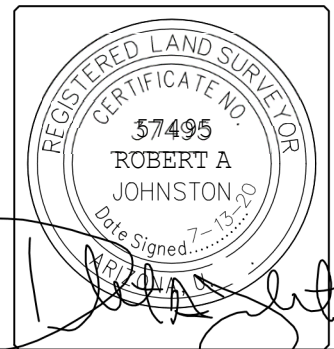
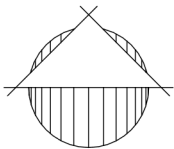
55'
R/W

POINT 0
BL6NNN6

8.00'

OWN 0* CONVENCLVEN*
W 1/4 CORNER OF
SEC 16, T.3N,

S89° 6'50"E 5279.69'



17-234

EXHIBIT - SHEET 1 OF 2

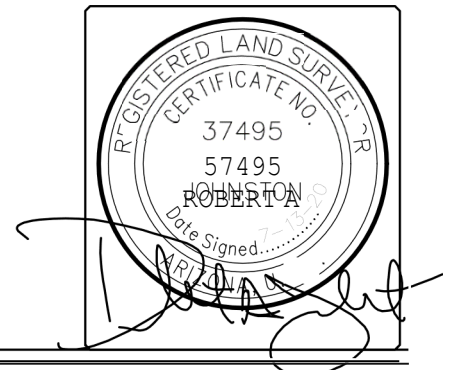
MARLEY PARK - PARCEL 2



2045 S. Vi neyard Ave .
Ste. 101 Mesa, AZ85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°0'03"6	309.6
L2	N89°58'57" E	029.95'
L3	8*9'0612"L	+5990
L4	S70°53'8"6	4150'
L5	N89°2'15"U	78.89'
L6	S72°25'+8"W	1*398'
L7	S75°7'13"W	209.55'
L8	S82°23'59"6	56.62'
L9	S88°2'39"6	68.26'
L10	S00°01'0J"L	J09.66'
L11	S8°/8'68" U	J76.01'
L12	S00°0'03"E	390.0'
L13	N88°41'2"	533.20'
L14	NOO°01'06"U	J09.6'

CURVE TABLE						
CURVE	LENGT8	RADI6S				
C2			19°0509"	168.1' 70.66'	3315i	N80°26'23"E
C3	.30'	2860.00'	2°49'50"		4.28'	501°25'58"E
	46.95'	2780.00'	0°58'04"	23.48'	6.95'	S89°10'23"E





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 2020 Contact Person: Shirley Phan
Submitting Department: Community Development District: District 6
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Preliminary Plat entitled, "Marley Park Phase 4 & 5 - Parcel 2", dated August 26, 2020, an approximately 31 acre property generally located at the northeast corner of Bullard and Sweetwater.

Motion:

I move to approve the Preliminary Plat entitled, "Marley Park Phase 4 & 5- Parcel 2" dated August 26, 2020.

Background:

On May 12, 2020, EPS Group INC. submitted a request for a Major Planned Area Development (PAD) Amendment and Preliminary Plat for Marley Park Phase 4 & 5 Parcel 2. Both requests were reviewed by the Planning and Zoning Commission on September 17, 2020. The Commission voted to recommend approval of the PAD Amendment subject to stipulations "A" and "B"; however, a motion to recommend approval of the related Preliminary Plat failed.

Objective Analysis:

Staff believes the proposed Preliminary Plat is consistent with the manner and intent of the Marley Park PAD if the proposed amendment to the PAD is approved by City Council.

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 20.10.08 EVR Marley Park Phase 4 & 5 Parcel 2 - Staff Report-Preliminary Plat
 2. 01-FS20-313 - Marley Park Phase 4 & 5 Parcel 2 Preplat - Vicinity Map
 3. 02-FS20-313 - Marley Park Phase 4 & 5 Parcel 2 Preplat - Case Map
 4. 03-FS20-313-Marley Park Phase 4 & 5 Parcel 2 Preplat- Preliminary Plat Revised 08262020
 5. 04-FS20-313-Marley Park Phase 4 & 5 Parcel 2 Preplat- Landscape Plan revised
 6. FS20-313 - Marley Park Phase 4 & 5 Parcel 2 Preplat - CC Powerpoint
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case: FS20-313

Project Name: Marley Park Phase 4 & 5 Parcel 2

Council District: 6 – Palo Verde

Meeting Date: October 20, 2020

Planner: Shirley Phan

Owner: Kevin Kiesel, HBT Construction INC.

Applicant: Dan Auxier, EPS Group INC.

Request: Preliminary Plat for Marley Park Phase 4 & 5 Parcel 2

Site Location: Generally located at the northeast corner of Bullard Avenue and Sweetwater Avenue

Site Size: 31.13 gross acres (approx.)

Density: 5.49 DU/AC

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

Support/Opposition: None known

Findings:

- The subject Preliminary Plat meets the requirements of the Marley Park PAD as amended by FS20-313
- The proposed Preliminary Plat is consistent with other areas of the Marley Park PAD.
- The reviewing agencies have indicated no objections.

Commission Recommendation: On September 17, 2020, a motion to approve the proposed Preliminary Plat failed.

39 **Project Description:**

40
41 Dan Auxier EPS Group INC, on behalf of Kevin Kiesel with Homes By Towne Construction INC.,
42 seeks approval of a Preliminary Plat for the approximately 31.13 gross-acre site (27.28 acres net) in
43 the Marley Park PAD. The Preliminary Plat proposes 171 lots and 16 tracts with a gross density of
44 5.49 DU/Ac.

45
46 **Background:**

47
48 **October 25, 2000:** The City Council approved the original Marley Park PAD under case PAD00-091.

49
50 **September 26, 2002:** The City Council approved a Major Amendment to the Marley Park PAD for
51 the purpose of adding land mass to the PAD under case PADA02-104.

52
53 **March 23, 2006:** The City Council approved a Major Amendment to the Marley Park PAD for the
54 purpose of addressing densities in the eastern portion of Marley Park.

55
56 **May 3, 2017:** Staff met with the applicant to discuss the Preliminary Plat at a regularly scheduled
57 Concept Review meeting under CR17-217.

58
59 **August 29, 2017:** The applicant filed a request for a Preliminary Plat under FS17-508, the subject
60 request.

61
62 **December 5, 2017:** Staff met with the applicant to discuss the Phase 1 Final Plat at a regularly
63 scheduled Concept Review meeting under CR17-702.

64
65 **December 15, 2017:** Staff met with the applicant to discuss the Phase 2 Final Plat at a regularly
66 scheduled Concept Review meeting under CR17-716.

67
68 **January 31, 2018:** Staff approved a Minor Amendment to the Marley Park PAD under case FS17-
69 699 for the purpose of reconfiguring land use and shifting density away from the 65 ldn.

70
71 **March 20, 2018:** The City Council approved the Marley Park Phase 4 & 5 by Meritage Homes
72 Preliminary Plat under case FS17-508.

73
74 **March 12, 2020:** Staff met with the applicant to discuss the project during a regularly scheduled
75 Concept Review meeting under CR20-142.

76
77 **May 12, 2020:** The applicant filed a request for a Major PAD Amendment with a Preliminary Plat and
78 Preliminary Landscape under case FS20-313, the subject request.

79
80 **June 17, 2020:** The applicant held a neighborhood outreach meeting via Go-to-Meeting to discuss
81 the Major PAD Amendment for this project.

82
83 **September 17, 2020:** The Planning and Zoning Commission did not approve a motion to
84 recommend approval to the Mayor and City Council of case FS20-313, subject to stipulation 'A'
85 through 'C'.
86

87 **Reviewing Agencies:**

88 In addition to the standard city reviewing agencies, Flood Control District, Maricopa Water District,
89 and Luke AFB were included in the routing of this request. None of the reviewing agencies indicated
90 any concerns over the request.

91
92 **Citizen Outreach:**

93 The applicant held a Citizen Review meeting on June 17, 2020, which was well attended via Go-To-
94 Meeting due to Covid-19. Those in attendance were generally in favor of the project.

95
96 One of the questions that came up from the residents was if the new residents for Parcel 2 would be
97 able to access the existing community pool and facilities at the Homestead Park. The development
98 team explained to the residents that the original intent for the Homestead Park was to include the
99 future residents from Parcel 2.

100
101 Another question was about the CFD tax and how this development would influence the amount of
102 money residents of Marley Park would contribute to the CFD. City staff and the development team
103 informed the residents that the more residents that contribute to the CFD would result in lowering the
104 amount residents pay. The exact amount of the contribution from future homes to the CFD is unknown
105 at this time; the City will provide a break down every year and a total dollar amount. Until that is
106 completed, it is hard to know how the new homes will affect the CFD.

107
108 Lastly, the residents asked if the proposed Home Product for Parcel 2 would be similar to the Homes
109 By Towne product being sold north of Parcel 2. The applicant explained that it would not be the exact
110 same products. Refer to attached Citizen Participation Report.

111
112 **Discussion:**

113
114 The Marley Park PAD envisions Parcel 2 as a 31.13-acre high-density residential community
115 consisting of as many as 322 dwelling units. The applicant proposes the subject Preliminary Plat as
116 171 single-family residential lots consisting of a single 40' x 90' Lot Category. The proposed single-
117 family residential use is allowed per the PAD; however, the development standards associated with
118 Parcel 2 do not allow the configuration as currently proposed. In order to develop the subject property
119 as proposed, the PAD must first be amended, which is the scope of the related Major PAD
120 Amendment discussed under separate cover. The following table depicts the development standards
121 sought via the Major Amendment:
122

EXISTING HDR DEVELOPMENT STANDARDS	
Lot Category	HDR
Minimum Lot Size	3,060
Minimum Lot Width	40'
Setbacks	
Front (Livable)	15'
Front (garage) (2)	<7'/18'
Side (Interior)	15'
Side (Corner Livable)	20'
Side (Corner Garage) (2)	10'
Rear (Livable)	20'
Rear (garage) (2)	4'

PROPOSED HDR DEVELOPMENT STANDARDS	
Lot Category	HDR
Minimum Lot Size	3,500
Minimum Lot Width	40'
Setbacks	
Front (Livable)	10'
Front (garage) (2)	<7'/18'
Side (Interior)	5'/5' -10'
Side (Corner Livable)	10'
Side (Corner Garage) (2)	5'
Rear (Livable)	10'
Rear (garage) (2)	3'

2. Setbacks from garage face measured from back of walk, R.O.W., or lot line in alley loaded cond. (rear garage)

3. Setbacks identified for SFD/SFA and HDR are building setbacks, measured from rights-of-ways or parcel lines

The site is to be accessed through (2) access points; one (1) to the north on Old Oak Lane and another one (1) located south on Sweetwater Avenue. There will be an emergency access located at the end of the 145th cul-de-sac. The emergency access will lead through Legacy Elementary School in case of an emergency. There will be designated areas for visitor parking throughout the subdivision.

This proposed development will have similar development standards for the front garage setback to be <7'/18' which was approved in the Homestead at Marley park. Since the driveways may have the potential of <7' driveways, the solid waste department made sure there will be signs to prevent parking along the streets during trash days.

The site proposes pedestrian connectivity from the residential lots to the open space tract as well as the existing and proposed sidewalks along Bullard Avenue, Old Oak Lane, Sweetwater Avenue, and 145th Avenue.

The new residents in Parcel 2 can utilize the Homestead Amenities that are located east of 145th Avenue. Total open space for Parcel 2 is approximately 20.3%, 5.53 acres, of the overall 27.28 net area. The applicant proposes multiple pedestrian connectivity to allow residents to connect with the rest of Marley Park. In addition, the entry monument sign, theme walls and fencing will be consistent with the rest of the Marley Park community. The monument sign will be located on the southwest corner along Bullard Avenue and Sweetwater Avenue. The monument sign along with the theme walls and fences match the Homestead at Marley Park theme with the red founders block finish.

Summary:

The proposed Preliminary Plat is consistent with the PAD Amendment being processed under separate cover and is consistent with other areas of the Marley Park PAD.

Findings:

- The proposed Major PAD Amendment is consistent with other areas of the Marley Park PAD.
- The reviewing agencies have indicated no objections.

158 **Commission Recommendation:**

159

160 On September 17, 2020, a motion to approve the proposed Preliminary Plat failed.

161

162 **Attachments:**

163

164 01 Vicinity Map

165 02 Case Map

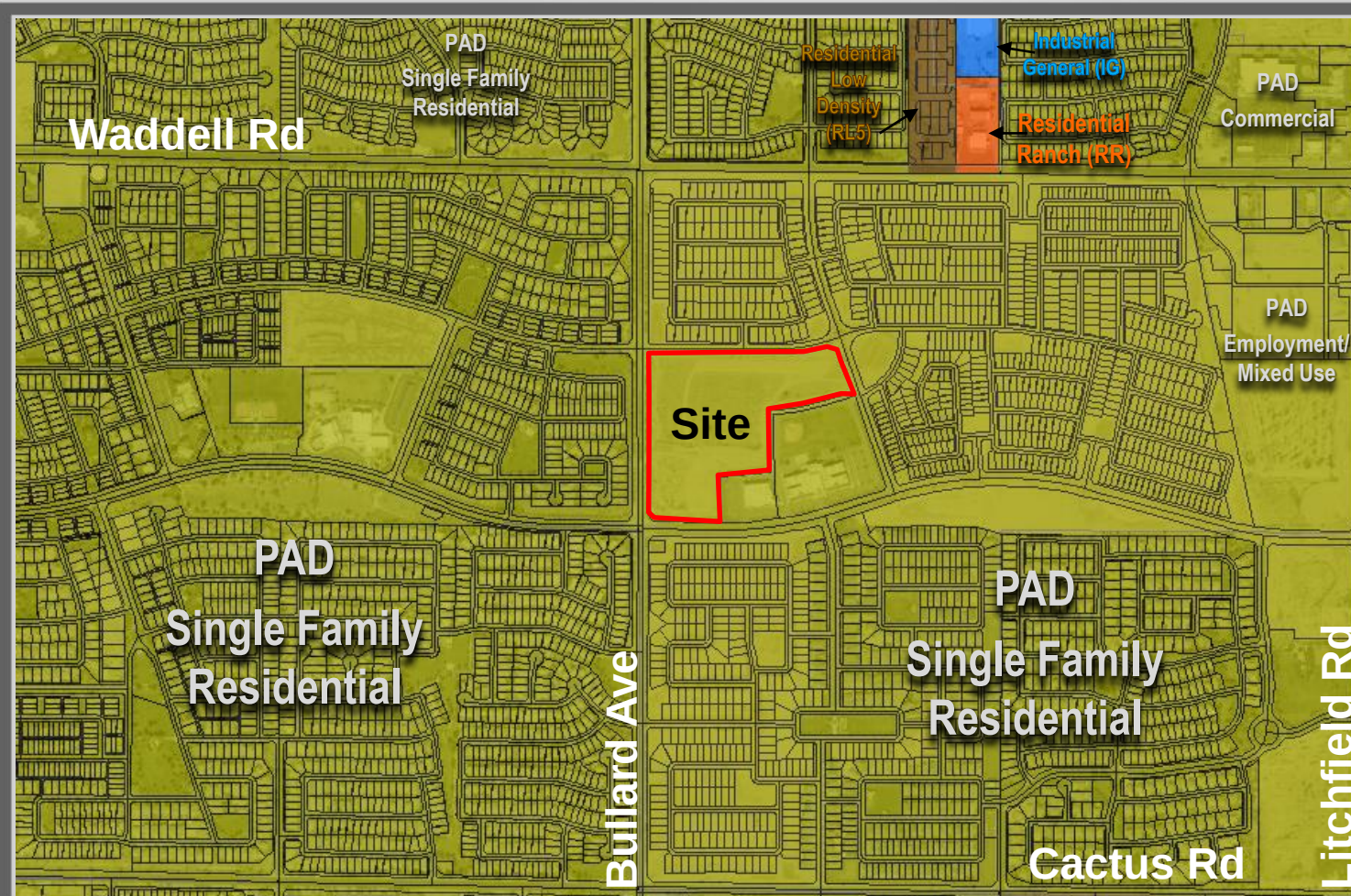
166 03 Preliminary Plat

167 04 Preliminary Landscape Plans

168

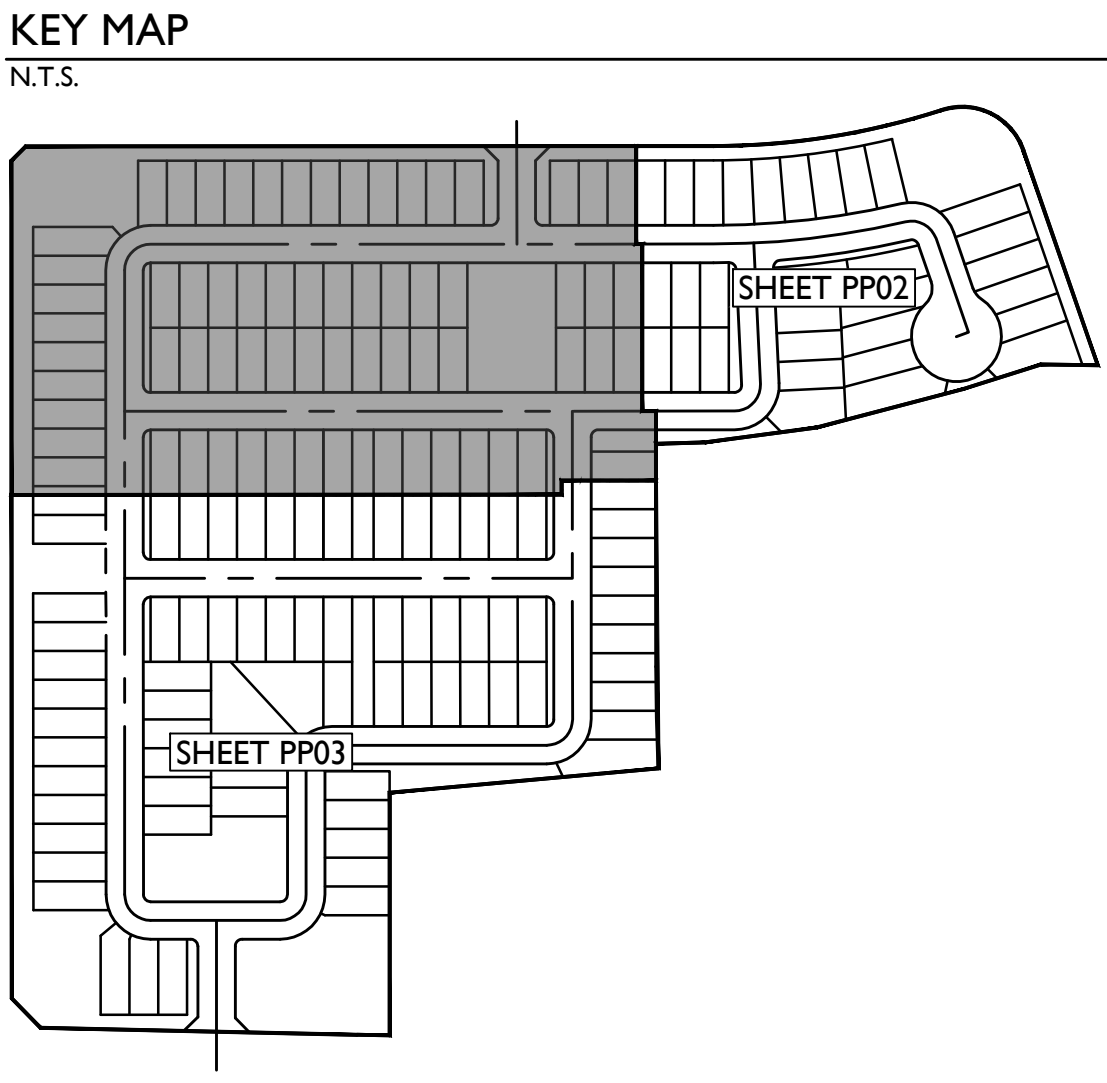


FS20-313 Vicinity Map

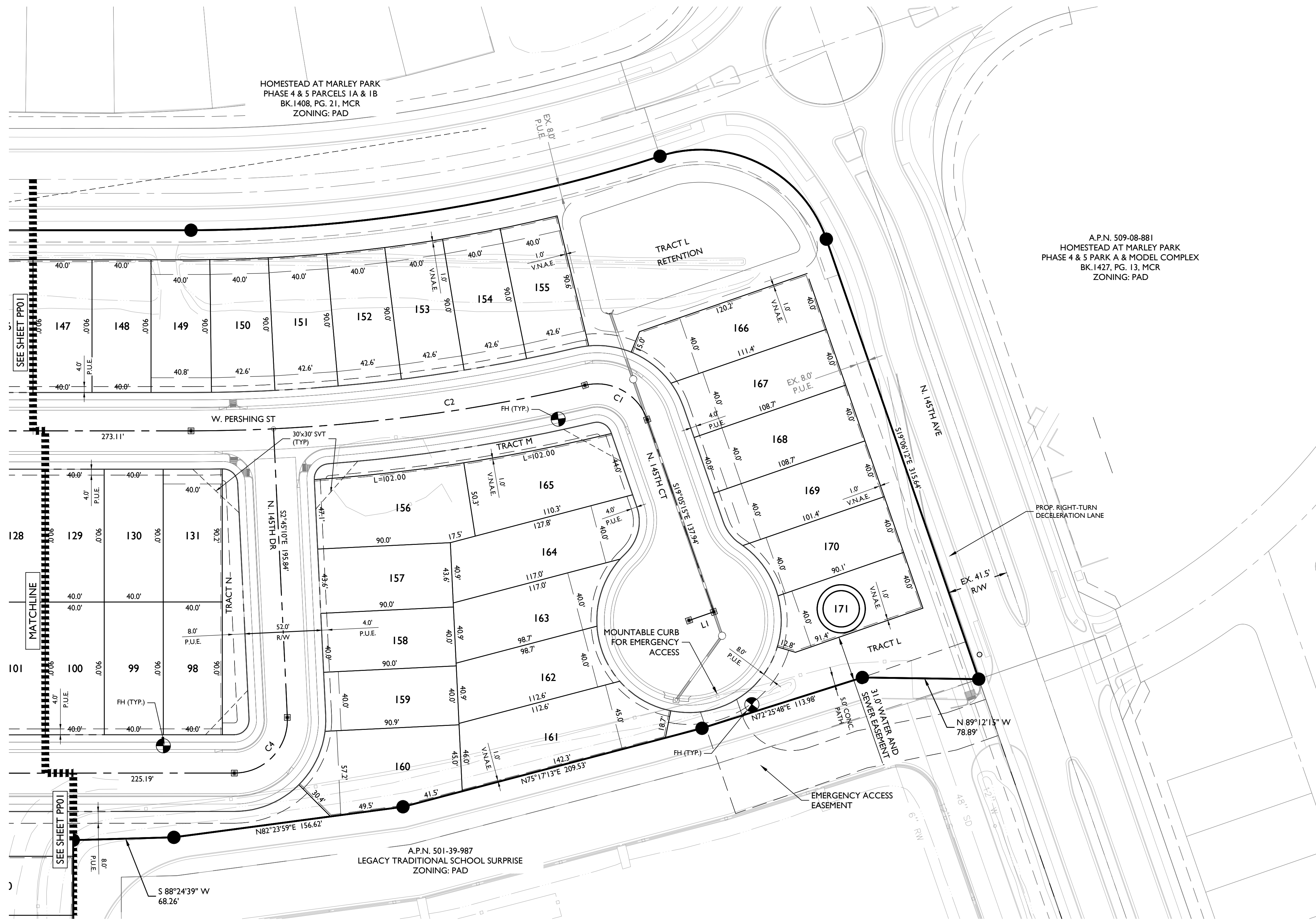


FS20-313 Case Map

jjuauez Aug 26, 2020 4:59pm S:\Projects\2020\20-0260\Planning\Drawings\Preliminary Plat\20-0260 - PP01.dwg

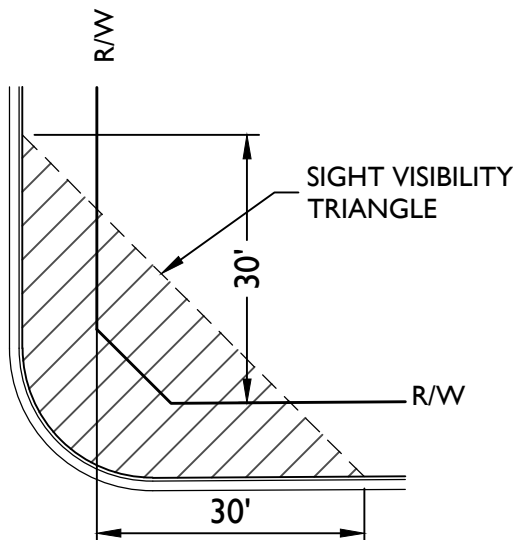


CASE # FS20-313



LINE TABLE		
LINE	LENGTH	BEARING
LI	17.76'	S70°53'48"W

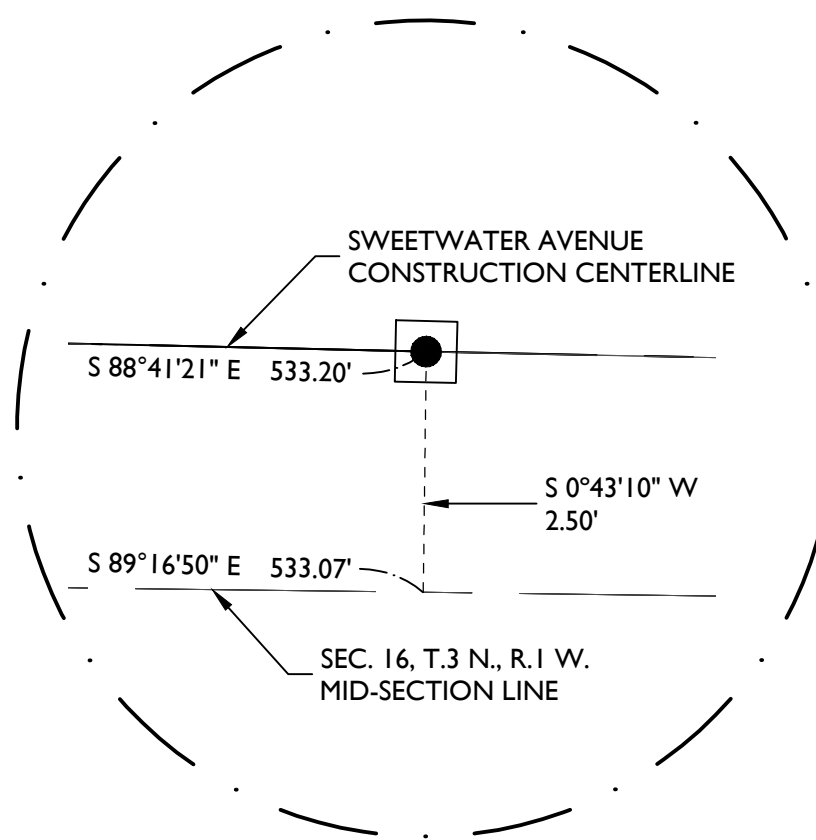
CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	52.84'	36.00'	48.22'	084°05'40"
C2	269.26'	1170.50'	268.67'	013°10'49"
C3	56.55'	36.00'	50.91'	090°00'00"
C4	58.27'	36.00'	52.11'	092°44'07"
C5	56.55'	36.00'	50.91'	090°00'00"
C6	56.55'	36.00'	50.91'	090°00'00"
C7	56.55'	36.00'	50.91'	090°00'00"
C8	56.55'	36.00'	50.91'	090°00'00"



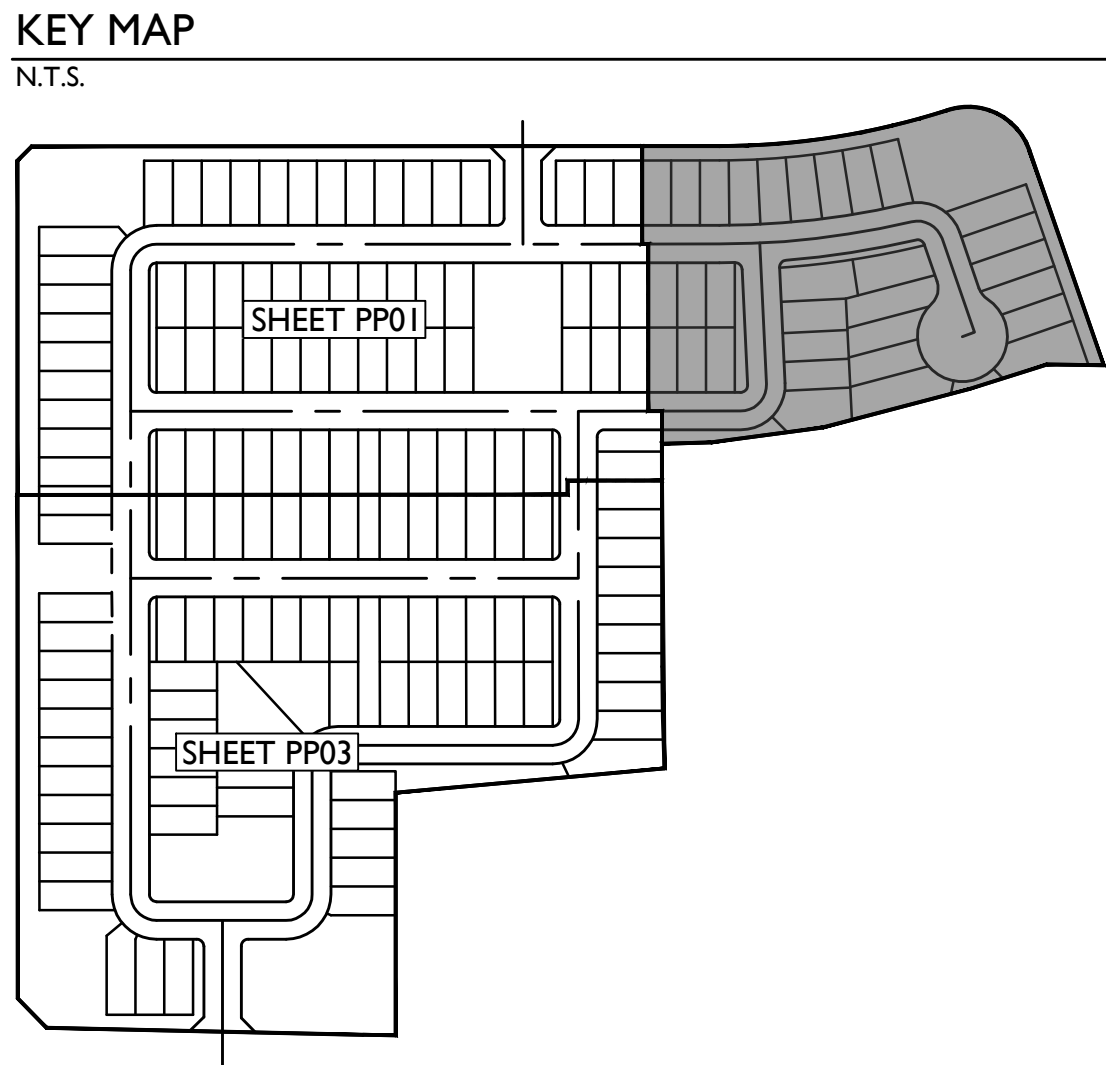
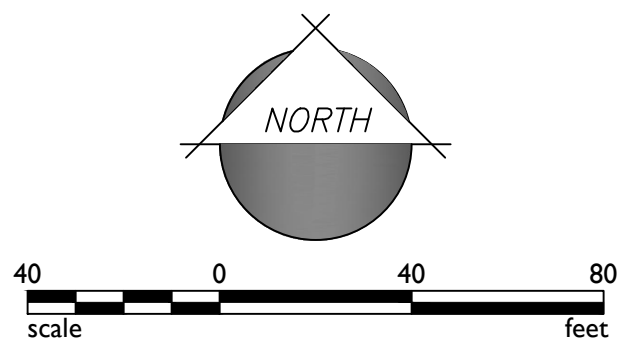
TYPICAL S.V.T. EASEMENT
LOCAL TO LOCAL STREET
N.T.S.
(PER CITY OF SURPRISE ENGINEERING
DESIGN STANDARDS DETAIL 4-02)

SIGHT DISTANCE NOTE

SIGHT DISTANCE LINES AT LOCAL STREET INTERSECTIONS WITH SWEETWATER AVENUE AND OLD OAK LANE ARE DESIGNED PER CITY OF SURPRISE ENGINEERING DESIGN STANDARD DETAIL 4-01.

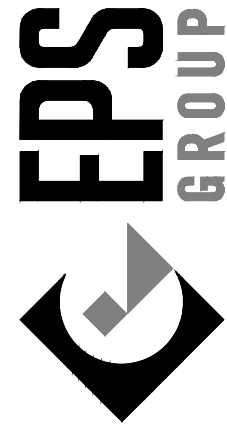


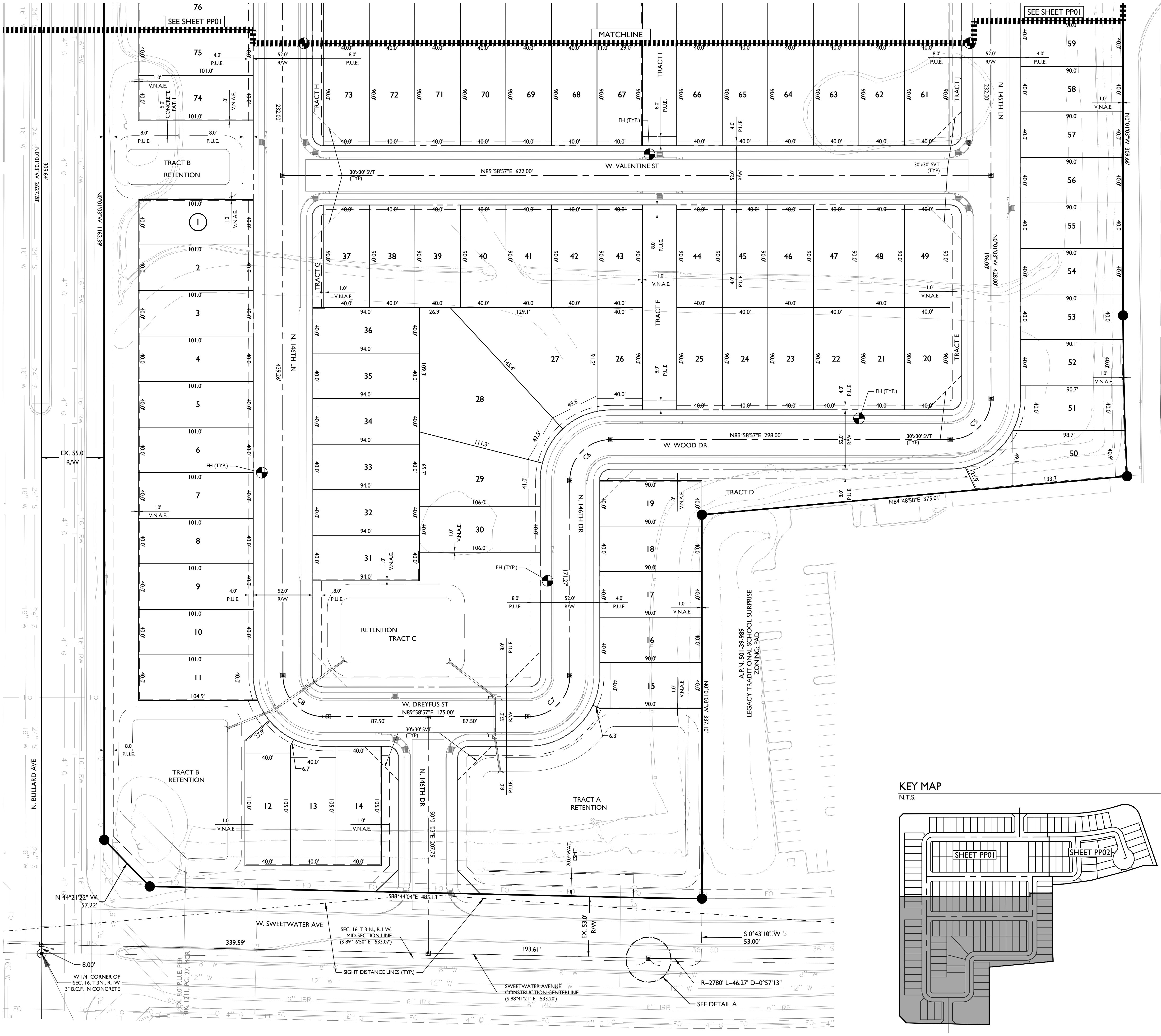
DETAIL
N.T.S.



KEY MAP

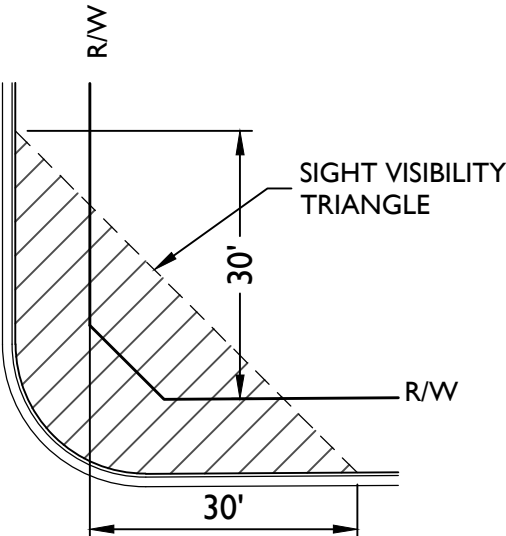
N.T.S.





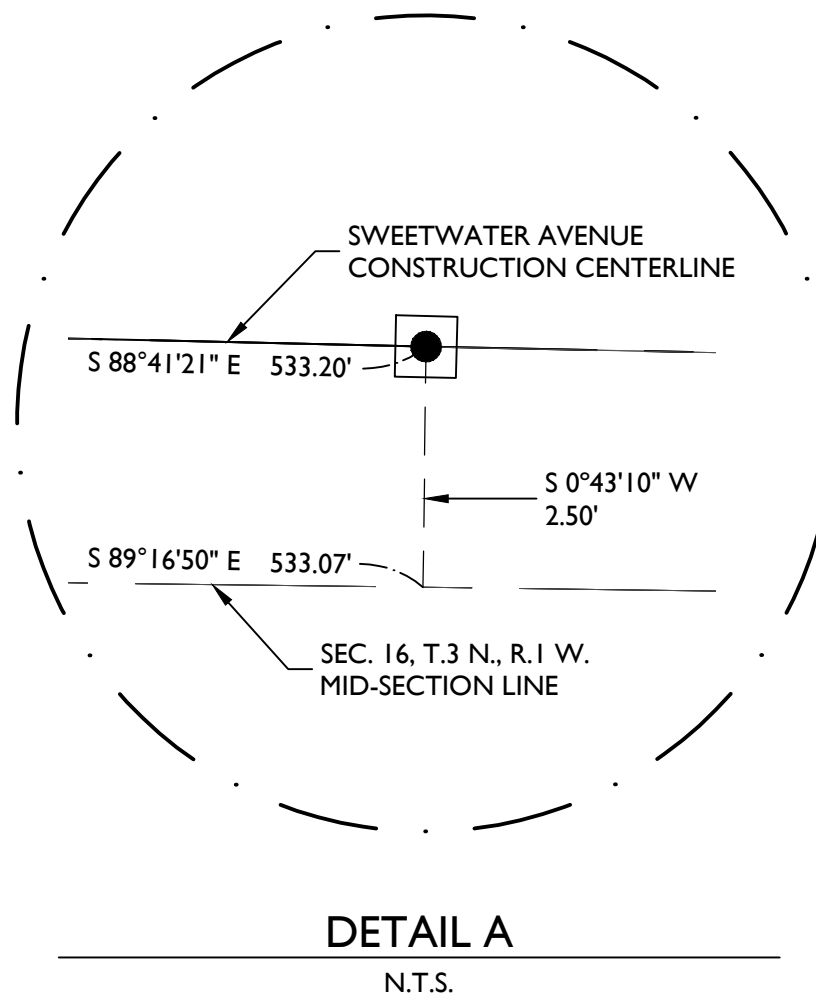
LINE TABLE		
LINE	LENGTH	BEARING
LI	17.76'	S70°53'48"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	52.84'	36.00'	48.22'	084°05'40"
C2	269.26'	1170.50'	268.67'	013°10'49"
C3	56.55'	36.00'	50.91'	090°00'00"
C4	58.27'	36.00'	52.11'	092°44'07"
C5	56.55'	36.00'	50.91'	090°00'00"
C6	56.55'	36.00'	50.91'	090°00'00"
C7	56.55'	36.00'	50.91'	090°00'00"
C8	56.55'	36.00'	50.91'	090°00'00"

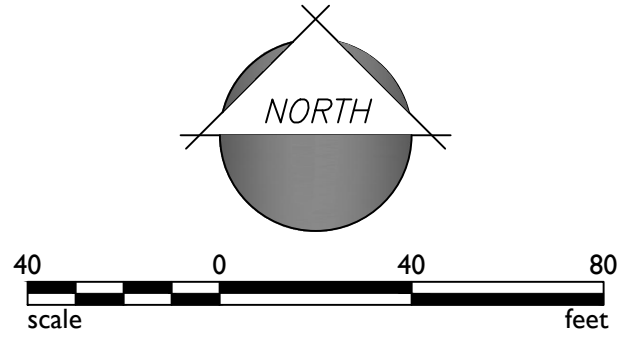


TYPICAL S.V.T. EASEMENT
LOCAL TO LOCAL STREET
N.T.S.
(PER CITY OF SURPRISE ENGINEERING
DESIGN STANDARDS DETAIL 4-02)

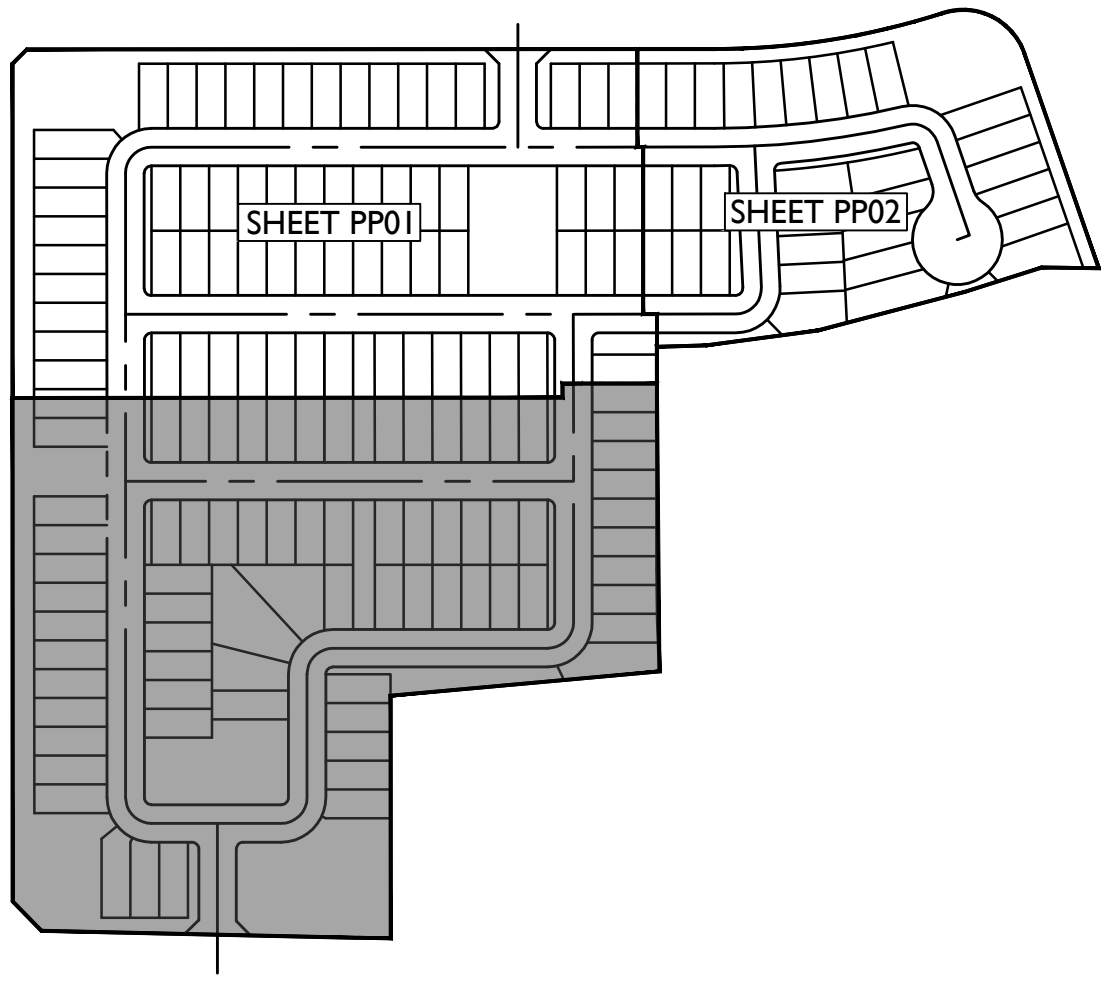
SIGHT DISTANCE NOTE
SIGHT DISTANCE LINES AT LOCAL STREET
INTERSECTIONS WITH SWEETWATER AVENUE AND
OLD OAK LANE ARE DESIGNED PER CITY OF SURPRISE
ENGINEERING DESIGN STANDARD DETAIL 4-01.



DETAIL A
N.T.S.



KEY MAP
N.T.S.



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EPS
GROUP

Project: **Marley Park Phase 4 & 5 - Parcel 2**
Surprise, AZ

Revisions:
MAY 11, 2020 - 1ST PRELIMINARY PLAT SUBMITTAL
JULY 13, 2020 - 2ND PRELIMINARY PLAT SUBMITTAL
JULY 31, 2020 - 3RD PRELIMINARY PLAT SUBMITTAL
AUGUST 19, 2020
AUGUST 26, 2020 REV

Design: DCH
Drawn by: DCH

REGISTERED PROFESSIONAL ENGINEER
CHANDRA R. MCCARTY
No. 44325
Exp. 12/31/2024

Job No.
20-0260

Sheet No.
4
of 4

CASE # F520-313

APN: 501-39-989
LEGACY TRADITIONAL SCHOOL SURPRISE
ZONING: PAD

APN: 501-39-989
LEGACY TRADITIONAL SCHOOL SURPRISE
ZONING: PAD

Marley Park Phase 4 & 5 - Parcel 2

Surprise, Arizona



Preliminary Landscape Design Package

Submitted: May 11, 2020

Resubmitted: July 13, 2020

July 31, 2020

August 26, 2020

Recieved
8-26-2020

DEVELOPER:
HOMES BY TOWNE
706 E Bell Rd, Suite 212
Phoenix, AZ 85022
TEL: (602) 309-0866
CONTACT: Kevin Kiesl

LANDSCAPE ARCHITECT:
EPS GROUP, INC.
1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
TEL: (480) 503-2250
CONTACT: Aliza Sabin, RLA, LEED AP

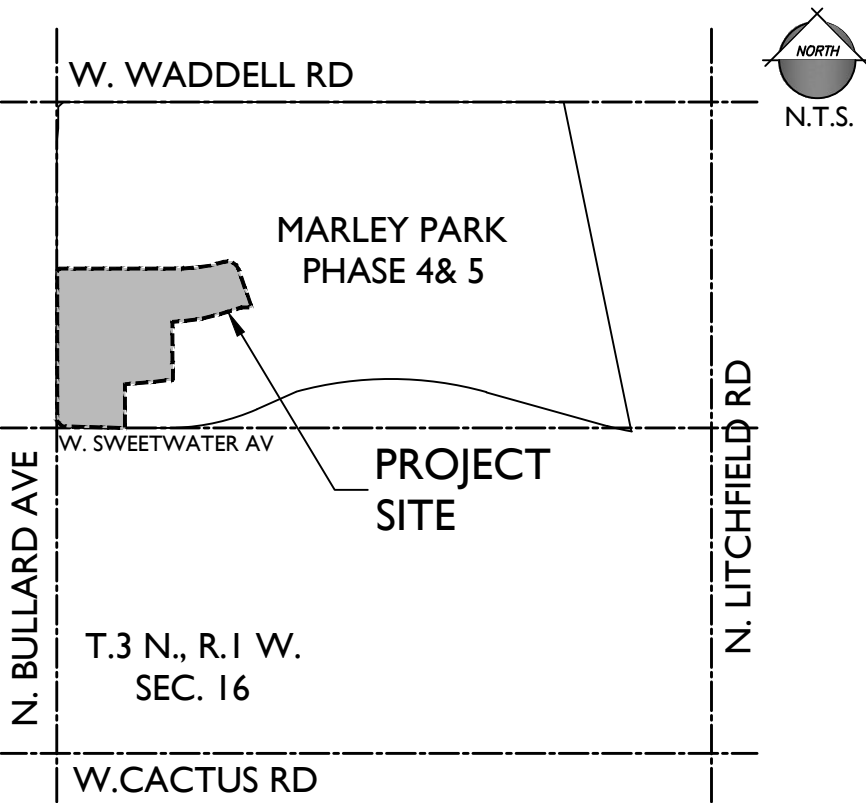
PLANNER:
EPS GROUP, INC.
1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
TEL: (480) 503-2250
CONTACT: Jorge Villasenor

CIVIL ENGINEER:
EPS GROUP, INC.
1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
TEL: (480) 503-2250
CONTACT: Daniel Auxier, PE





VICINITY MAP



PROJECT TEAM

DEVELOPER:
HOMES BY TOWNE
706 E. BELL RD., SUITE 212
PHOENIX, AZ 85022
TEL: (602) 309-0866
CONTACT: KEVIN KIESL

ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
CONTACT: DAN AUXIER, PE

LANDSCAPE ARCHITECT:
EPS GROUP, INC.
1130 N. ALMA SCHOOL, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
CONTACT: ALIZA SABIN, RLA

PLANNER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
CONTACT: JORGE VILLASENOR

PROJECT DATA

GROSS AREA: +/- 31.13 AC
(INCLUDES PERIMETER STREET RIGHT OF WAY)

NET AREA: 27.28 AC
(EXCLUDES PERIMETER STREETS RIGHT OF WAY)

NET RESIDENTIAL AREA: +/- 20.70 AC
(LOT AREA & OPEN SPACE TRACTS)

LOT SIZES:
TOTAL NO. OF LOTS: 171 LOTS

GROSS DENSITY: +/- 5.49 DU/AC

OPEN SPACE (GROSS): +/- 5.55 AC
OPEN SPACE (%): 20.3% OF NET RESIDENTIAL AREA

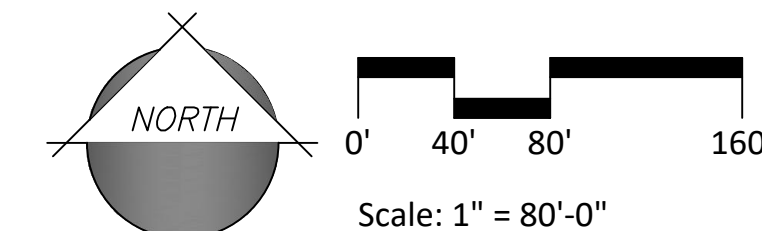
TURF AREA: 21,553 SF (0.49 AC)
TURF AREA (%): 9% OF TOTAL GROSS OPEN SPACE

KEYNOTES

- 1 NORTH PARK
- 2 SOUTH PARK
- 3 6' CONCRETE PEDESTRIAN WALK
- 4 EMERGENCY ACCESS
- 5 ENTRY MONUMENT

NOTES:

1. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02.
2. FIRE HYDRANTS, IRRIGATION WATER METER, BACKFLOW PREVENTER, SLEEVES, AND OTHER REQUIRED EQUIPMENT AND LAYOUT WILL BE DESIGNED TO CITY OF SURPRISE STANDARDS AND SUBMITTED FOR CITY APPROVAL DURING THE CONSTRUCTION DOCUMENT PHASE.
3. TREES LOCATED BETWEEN SIDEWALK AND CURB MUST BE INSTALLED WITH A ROOT BARRIER PER CITY OF SURPRISE DETAIL 8-14.



PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box
	Caesalpinia cacalaco Smoothie	Thornless Cascalote	24" Box
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box
	Eucalyptus papuana	Ghost Gum	24" Box
	Fraxinus velutina 'Fan Tex'	Fan Tex Ash	24" Box
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pinus eldarica	Mondel Pine	24" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana 'Heritage'	'Heritage' Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
	Existing Tree to Remain		

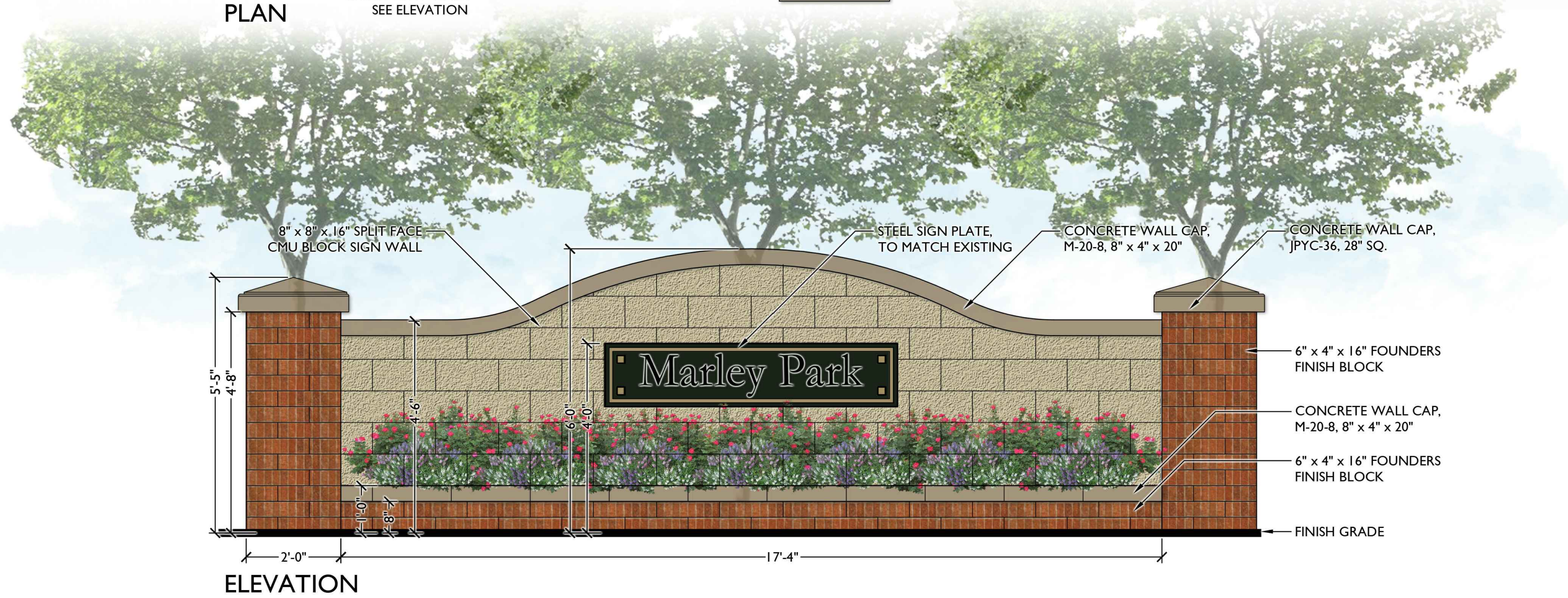
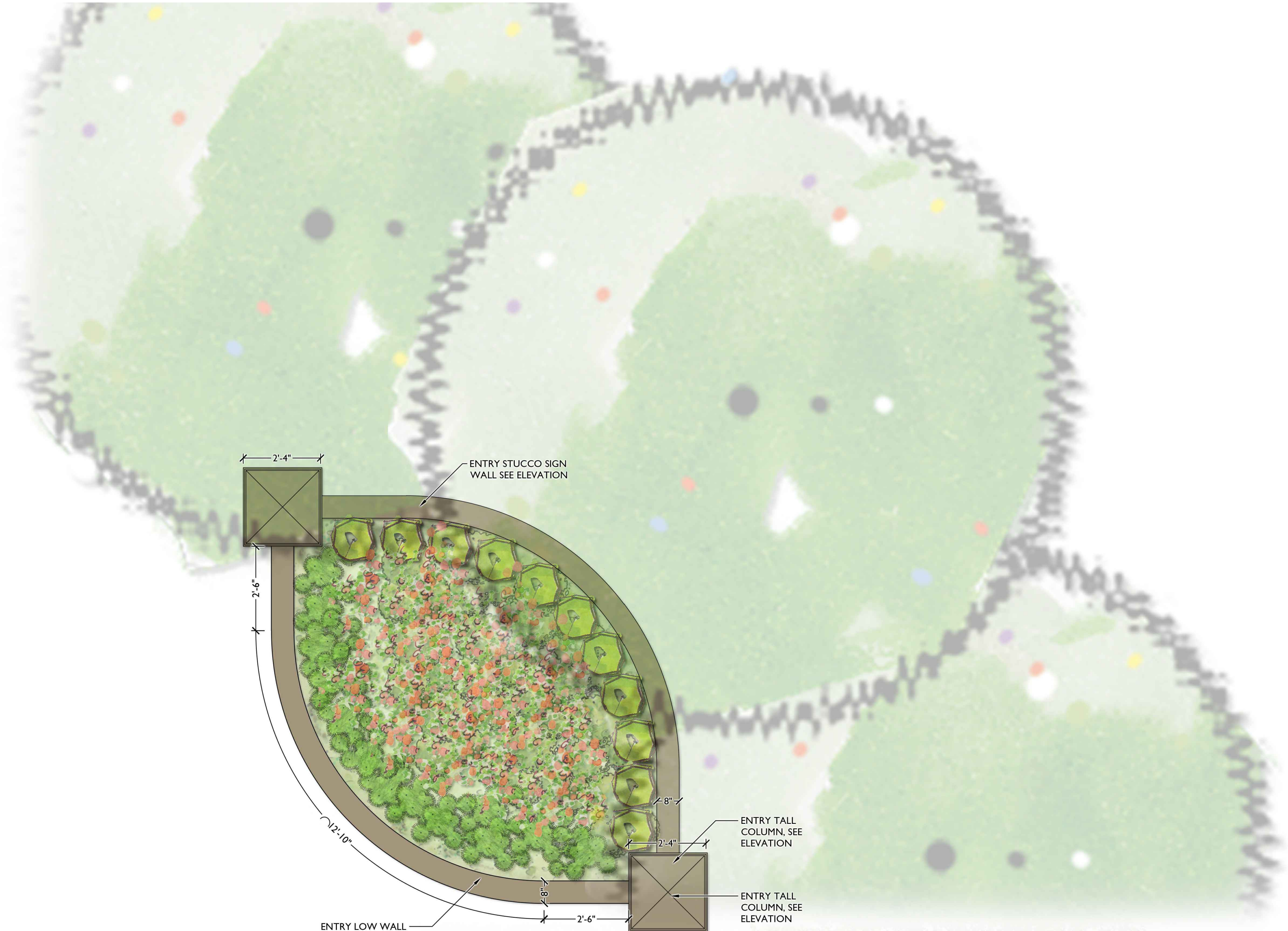
SHRUBS/ACCENTS	COMMON NAME	SIZE	
	Agave desmetiana	Smooth Agave	1 Gal
	Agave geminiflora	Twin Flowered Agave	5 Gal
	Agave weberi	Weber's Agave	5 Gal
	Aloe hybrid 'Blue Elf'	Blue Elf Aloe	5 Gal
	Baccharis hybrid 'Starn'	Thompson Baccharis	5 Gal
	Bougainvillea 'La Jolla'	Bougainvillea	5 Gal
	Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
	Calliandra californica	Baja Fairy Duster	5 Gal
	Dasylirion wheeleri	Desert Spoon	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
	Hamelia patens 'Sierra Red'	Firecracker Bush	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Justicia spicigera	Mexican Honeysuckle	1 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigida 'Nashville'	Nashville Muhly Grass	5 Gal
	Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
	Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
	Pedilanthus macrocarpus	Lady's Slipper	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Russelia equisetiformis	Desert Ruellia	5 Gal
	Senna artemisioides	Feathery Cassia	5 Gal
	Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
	Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal

GROUNDCOVERS		COMMON NAME	SIZE
	Acacia redolens 'Desert Carpet'	Prostrate Acacia	1 Gal
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Dalea greggii	Trailing Indigo Bush	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tetrameuris acaulis	Angelita Daisy	1 Gal

TURF			
	Cynodon dactylon 'Midiron'	Midiron	Sod
	3/4" Screened Decomposed Granite Express Armor or Equal, 2" Depth Min.		

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPLIT FACE CMU BLOCK, COLOR BONE, BY SUPERLITE OR APPROVED EQUAL
COLOR B (CMU)	FOUNDERS FINISH, COLOR SLIDE ROCK RED, BY SUPERLITE OR APPROVED EQUAL
COLOR D (STEEL)	COLOR RAL BLACK GREEN BY BERT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL



I COMMUNITY ENTRY MONUMENT
Scale: 1/2" = 1'-0"





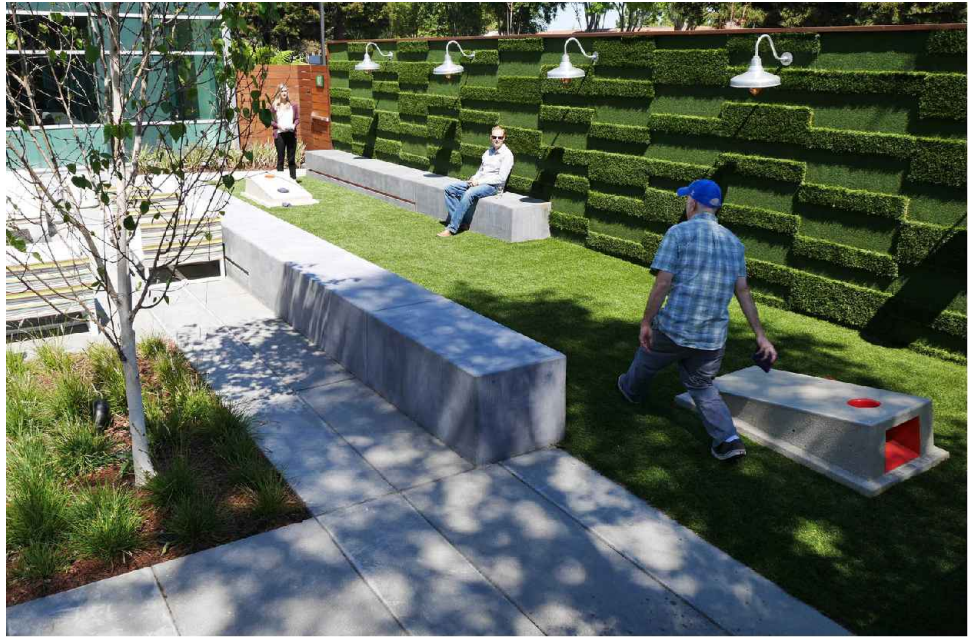
KEYNOTES

- 1 20' x 20' RAMADA
- 2 CORNHOLE
- 3 TURF
- 4 LANDSCAPE BENCH
- 5 BBQ GRILL
- 6 BIKE RACK
- 7 PET WASTE STATION

CHARACTER IMAGERY



1 20' x 20' RAMADA



2 CORNHOLE



3 TURF

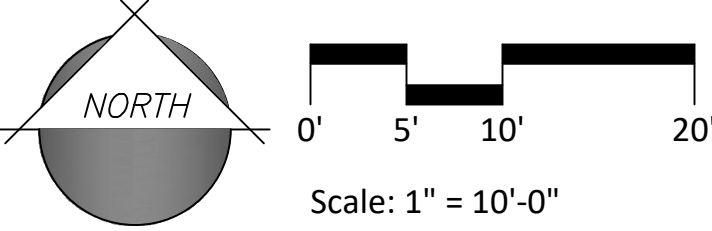
PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box
	Caesalpinia cacalaco Smoothie	Thornless Cascalote	24" Box
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box
	Eucalyptus papuana	Ghost Gum	24" Box
	Fraxinus velutina 'Fan Tex'	Fan Tex Ash	24" Box
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Pistacia chinensis	Chinese Pistache	24" Box
	Pinus eldarica	Mondel Pine	24" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana 'Heritage'	'Heritage' Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
	Existing Tree to Remain		

SHRUBS/ACCENTS	COMMON NAME	SIZE
	Smooth Agave	1 Gal
	Twin Flowered Agave	5 Gal
	Weber's Agave	5 Gal
	Blue Elf Aloe	5 Gal
	Thompson Baccharis	5 Gal
	Bougainvillea	5 Gal
	Red Bird of Paradise	5 Gal
	Baja Fairy Duster	5 Gal
	Desert Spoon	5 Gal
	'Winter Blaze' Emu Bush	5 Gal
	Blue Bells	5 Gal
	'Valentine' Emu Bush	5 Gal
	Firecracker Bush	5 Gal
	Giant Hesperaloe	5 Gal
	Brakelights Red Yucca	5 Gal
	Mexican Honeysuckle	1 Gal
	Rio Bravo Sage	5 Gal
	'Regal Mist' Muhly	5 Gal
	'Autumn Glow' Muhly	5 Gal
	Nashville Muhly Grass	5 Gal
	Dwarf Myrtle	5 Gal
	Dwarf Pink Oleander	5 Gal
	Lady's Slipper	5 Gal
	Purple Ruellia	5 Gal
	Desert Ruellia	5 Gal
	Desert Ruellia	5 Gal
	Feathery Cassia	5 Gal
	Compact Jojoba	5 Gal
	Yellow Bells	5 Gal
	Sunrise Esperanza	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
	Prostrate Acacia	1 Gal
	Bush Morning Glory	1 Gal
	Trailing Indigo Bush	1 Gal
	Trailing Purple Lantana	1 Gal
	New Gold Lantana	1 Gal
	Trailing Rosemary	1 Gal
	Yellow Dot	1 Gal
	Angelita Daisy	1 Gal

TURF	COMMON NAME	SIZE
	Midiron	Sod
	3/4\"/>	



Scale: 1" = 10'-0"



KEYNOTES

- 1 20' x 20' RAMADA
- 2 TOT LOT
- 3 TURF
- 4 LANDSCAPE BENCH
- 5 BBQ GRILL
- 6 BIKE RACK
- 7 PET WASTE STATION

CHARACTER IMAGERY



1 20' x 20' RAMADA

NOTE:
PLAY STRUCTURE GRAPHIC IS REPRESENTATIVE AND
ACTUAL STRUCTURE WILL BE SPECIFIED AT FINAL DESIGN.



2 TOT LOT



3 TURF

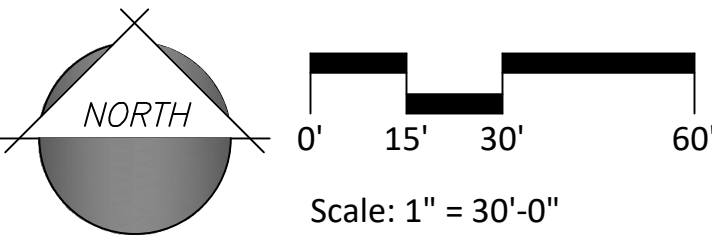
PLANT LEGEND

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	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
	Existing Tree to Remain		

SHRUBS/ACCENTS		COMMON NAME	SIZE
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	Calliandra californica	Baja Fairy Duster	5 Gal
	Dasylirion wheeleri	Desert Spoon	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
	Hamelia patens 'Sierra Red'	Firecracker Bush	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
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	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
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	Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
	Pedilanthus macrocarpus	Lady's Slipper	5 Gal
	Ruella brittoniana	Purple Ruella	5 Gal
	Ruella peninsularis	Desert Ruella	5 Gal
	Russelia equisetiformis	Desert Ruella	5 Gal
	Senna artemisioides	Feathery Cassia	5 Gal
	Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
	Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal

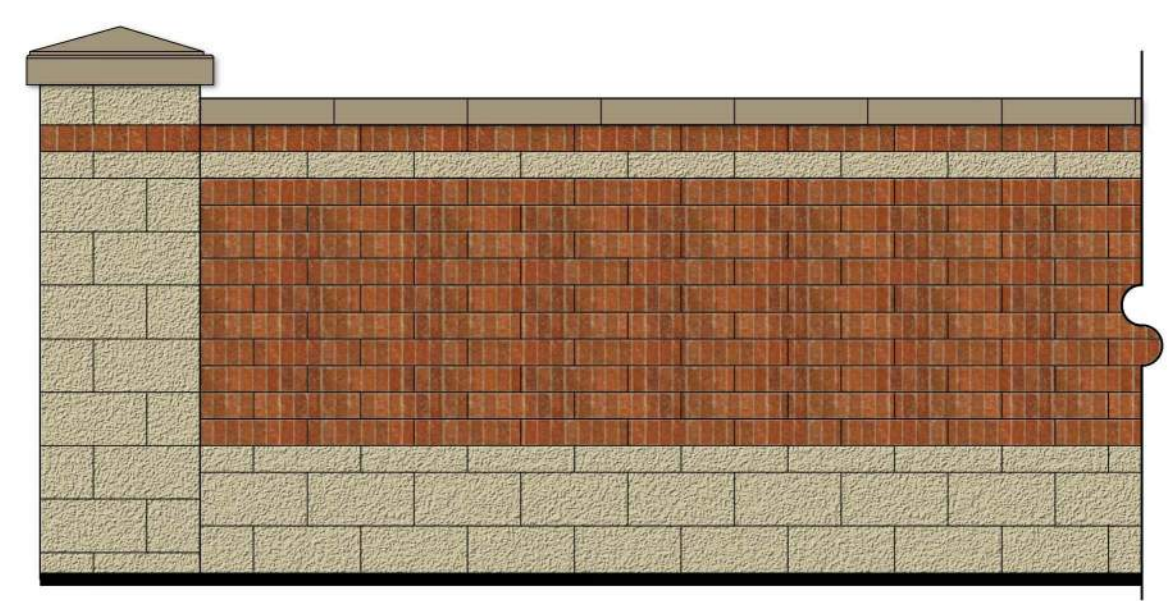
GROUNDCOVERS		COMMON NAME	SIZE
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	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Dalea greggii	Trailing Indigo Bush	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officialis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tetrandeum acaule	Angelita Daisy	1 Gal

TURF		
	Cynodon dactylon 'Midiron'	Midiron Sod
	3/4\"/>	3/4\"/>

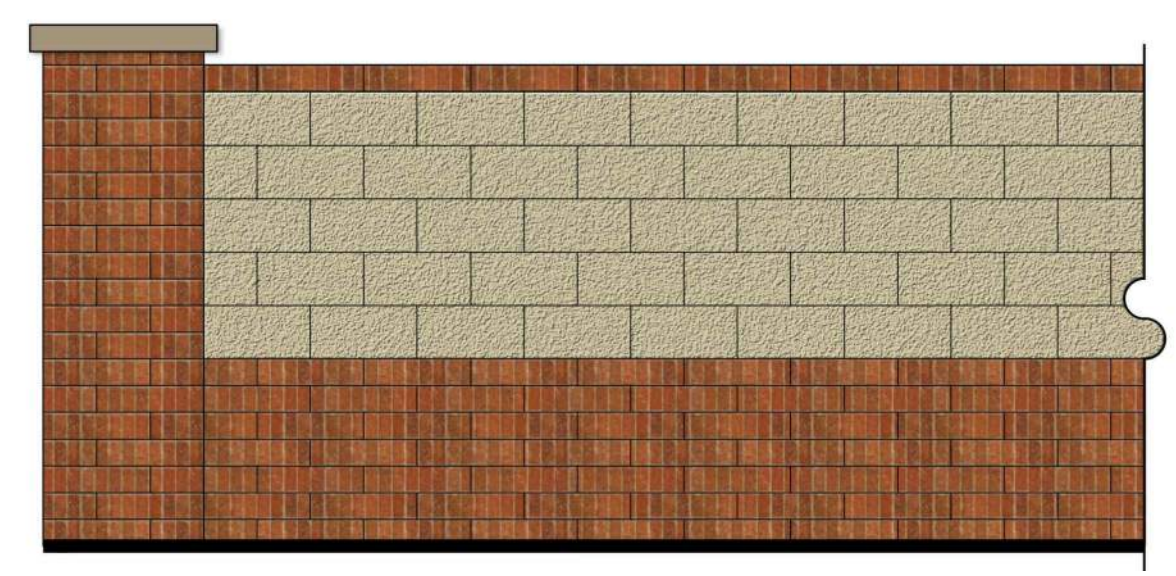




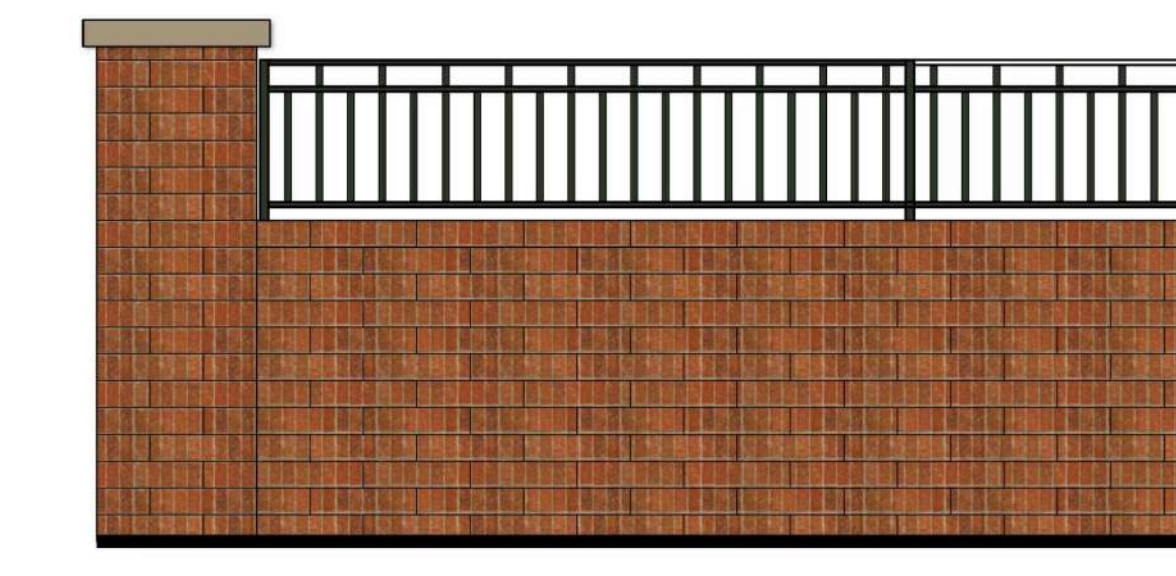
WALL LEGEND	
SYMBOL	ITEM
	PRIMARY WALL
	SECONDARY WALL
	VIEW WALL
	BUILDER WALL



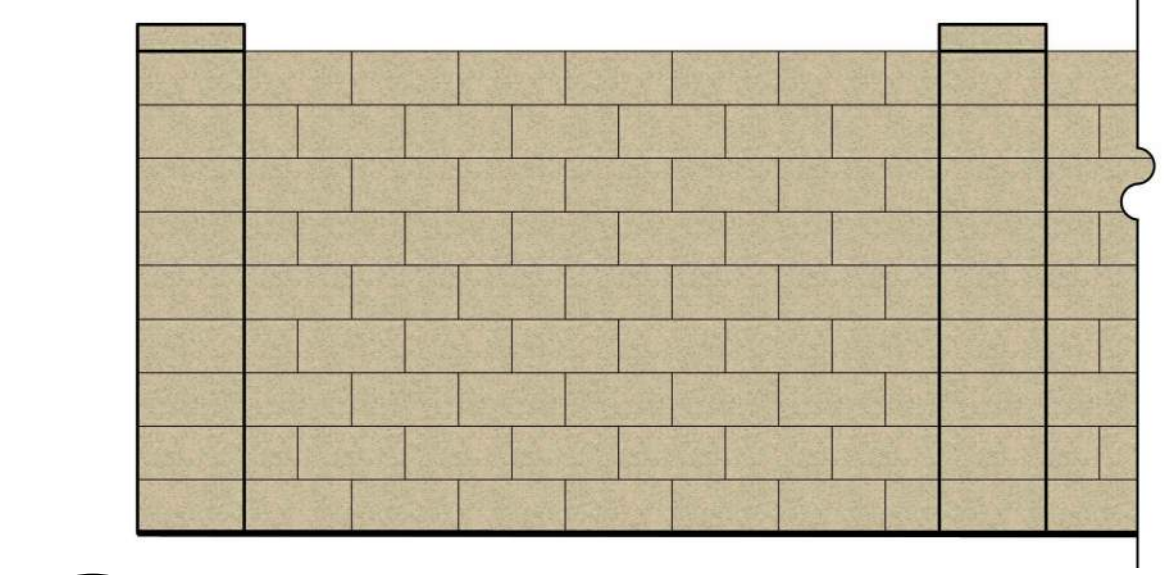
1 PRIMARY WALL



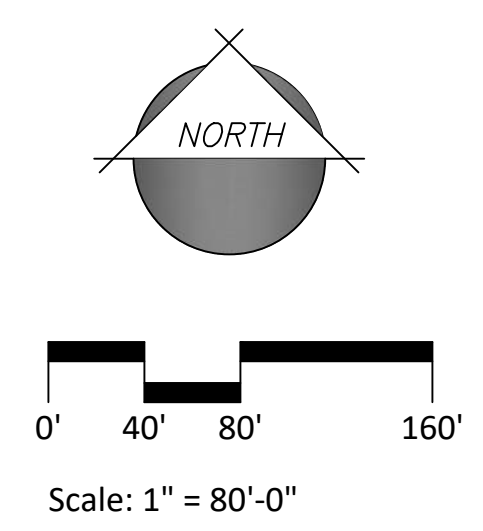
2 SECONDARY WALL

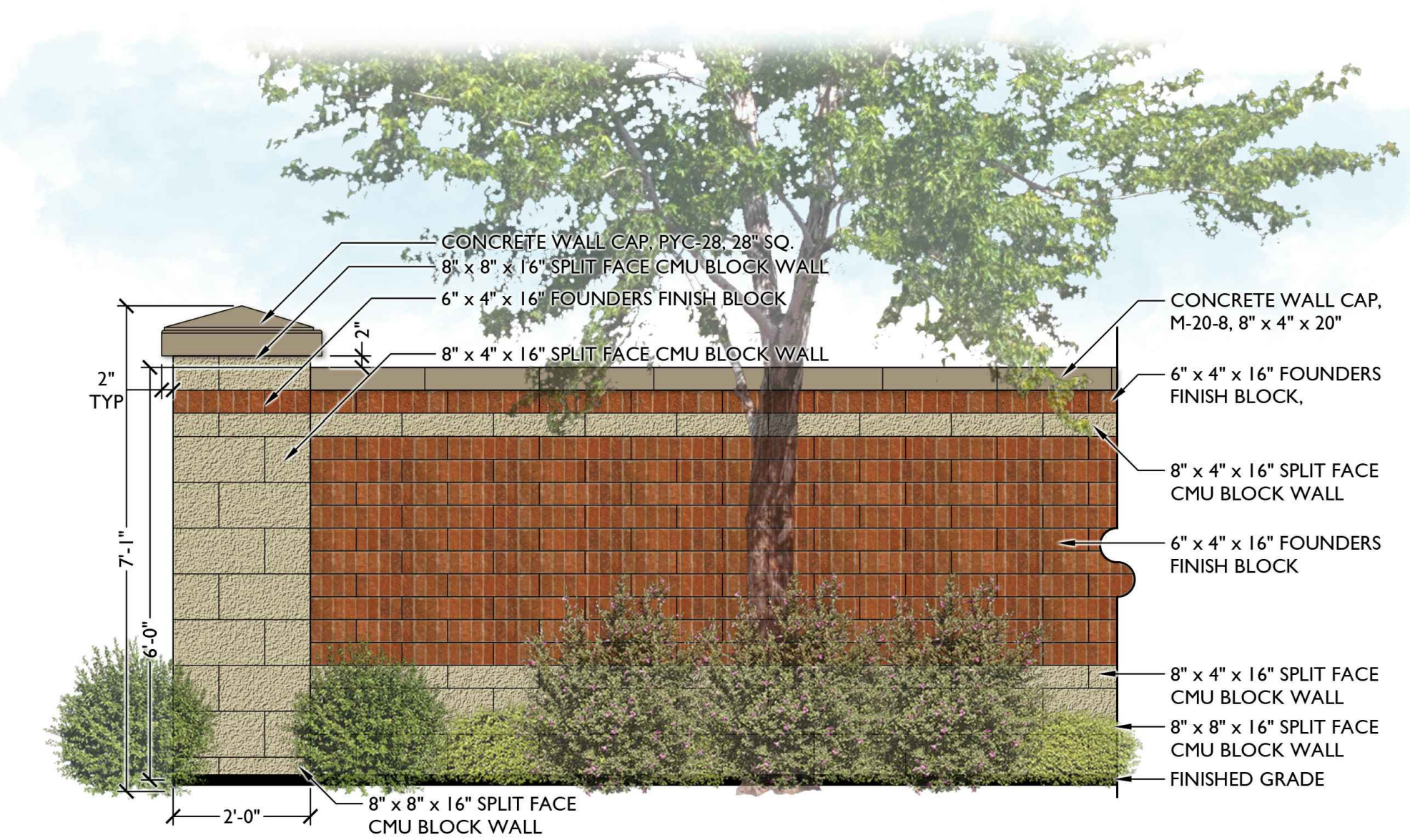


3 VIEW WALL

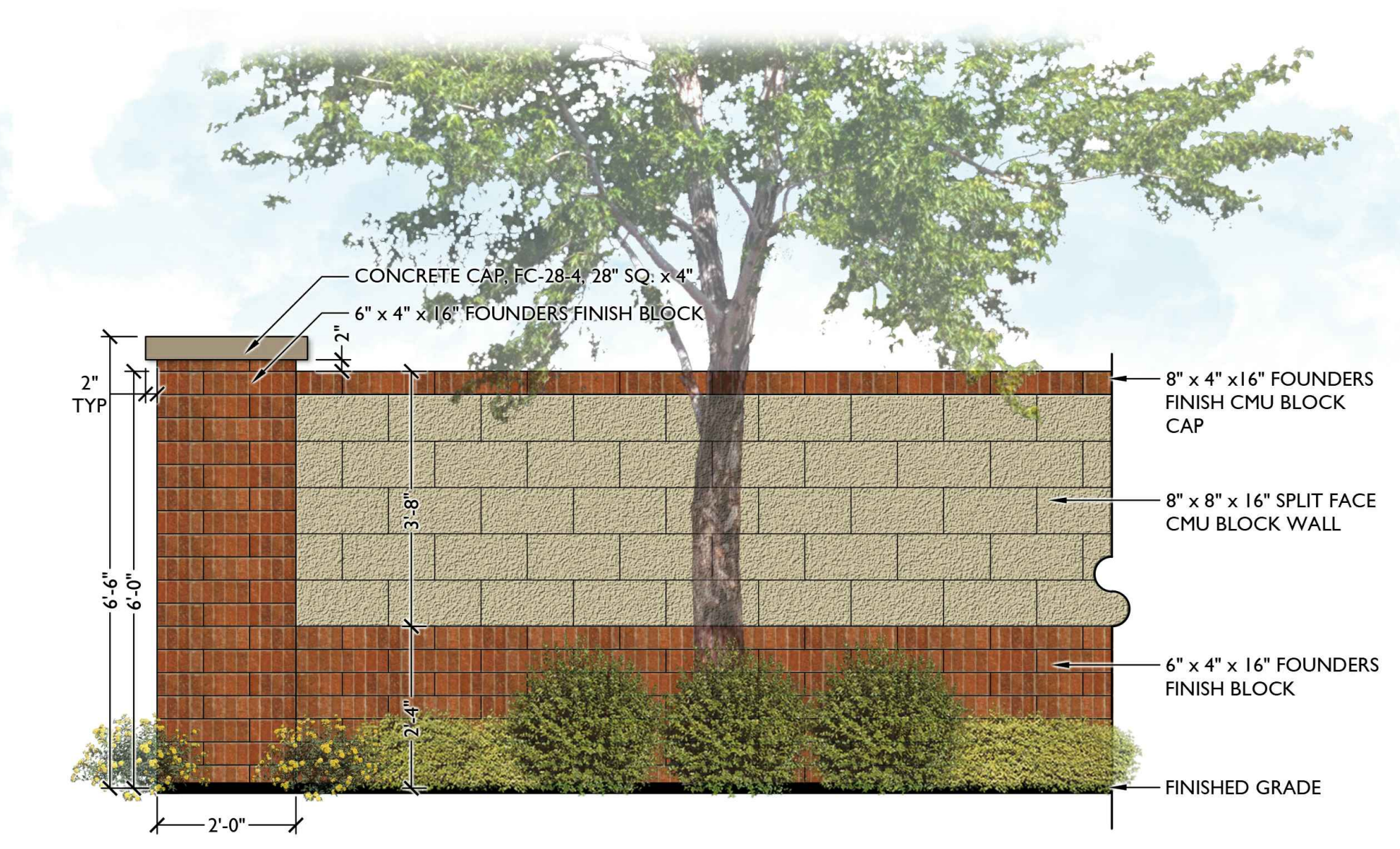


4 BUILDER WALL





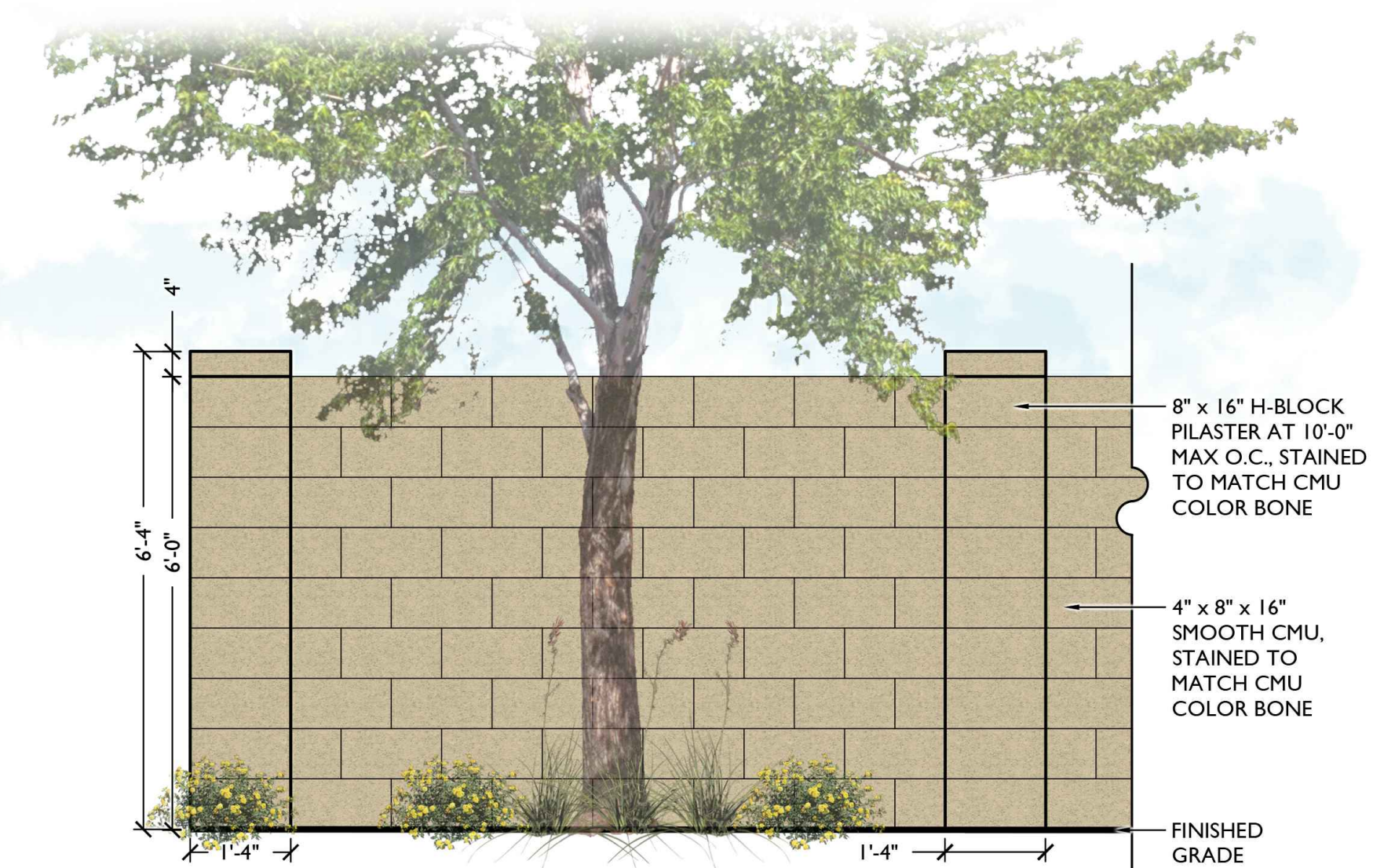
1 PRIMARY WALL
Scale: 1/2" = 1'-0"



2 SECONDARY WALL
Scale: 1/2" = 1'-0"



3 VIEW WALL
Scale: 1/2" = 1'-0"



4 BUILDER WALL
Scale: 1/2" = 1'-0"



FOUNDERS FINISH CMU BLOCK,
COLOR SLIDE ROCK RED BY SUPERLITE



SPLIT FACE CMU BLOCK,
COLOR BONE BY SUPERLITE



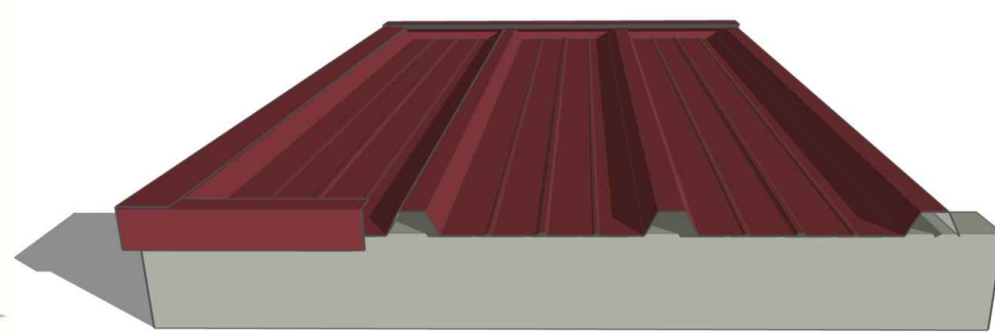
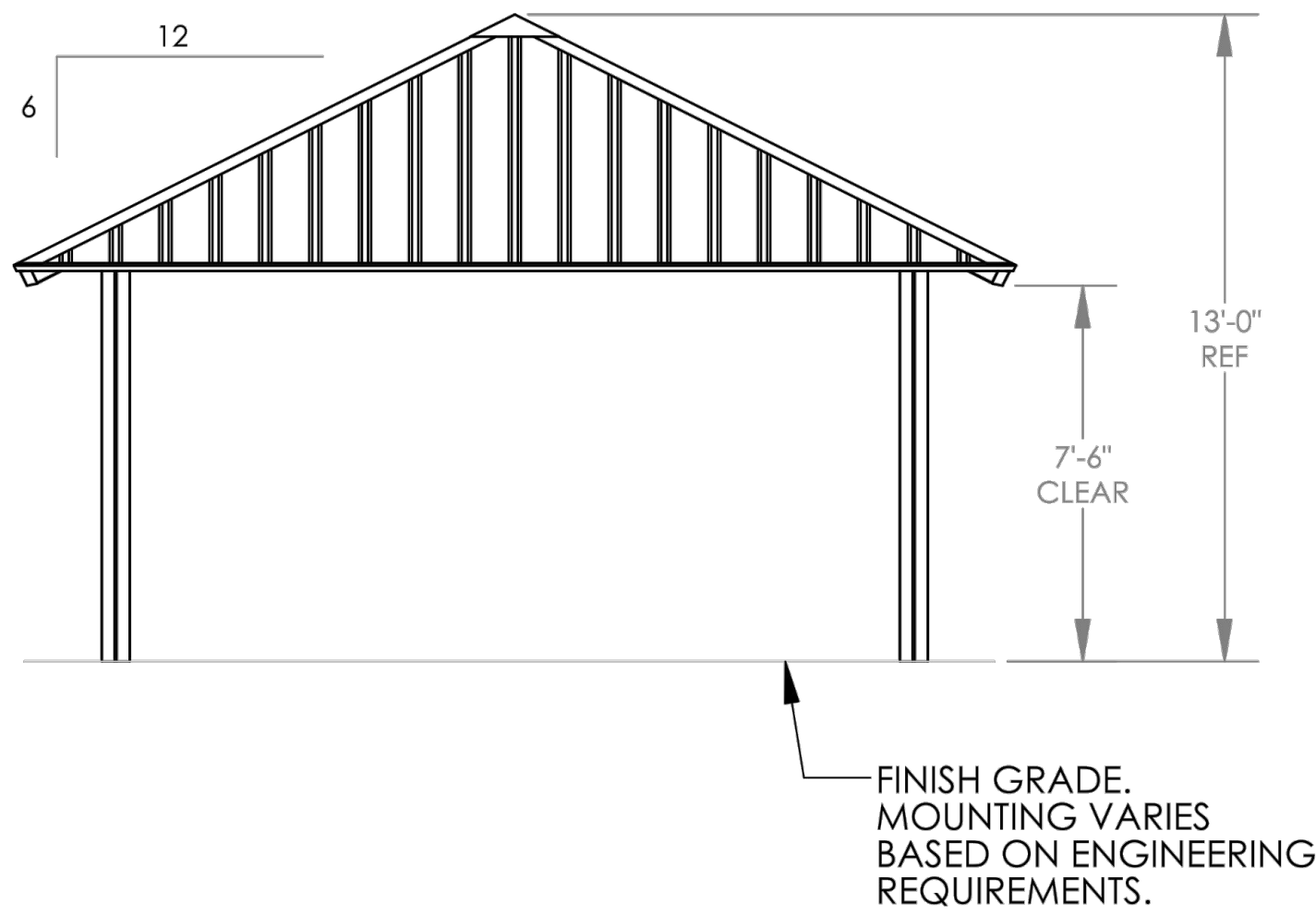
PRECAST CONCRETE CAP,
COLOR OSTRICH BY MESA PRECAST

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPLIT FACE CMU BLOCK, COLOR BONE, BY SUPERLITE OR APPROVED EQUAL
COLOR B (CMU)	FOUNDERS FINISH, COLOR SLIDE ROCK RED, BY SUPERLITE OR APPROVED EQUAL
COLOR D (STEEL)	COLOR RAL BLACK GREEN BY BERT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL



20' X 20' RAMADA
SQR 20 BY POLIGON, OAE



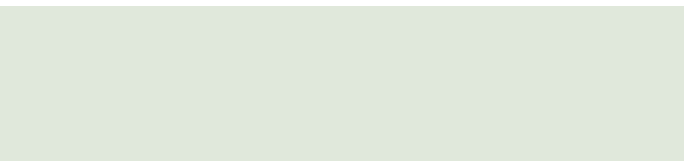
ROOF: MULTI-RIB (STANDARD)



ROOF COLOR: MATTE BLACK



DECORATIVE COLUMN: SAN JOSE



COLUMN COLOR: WHITE



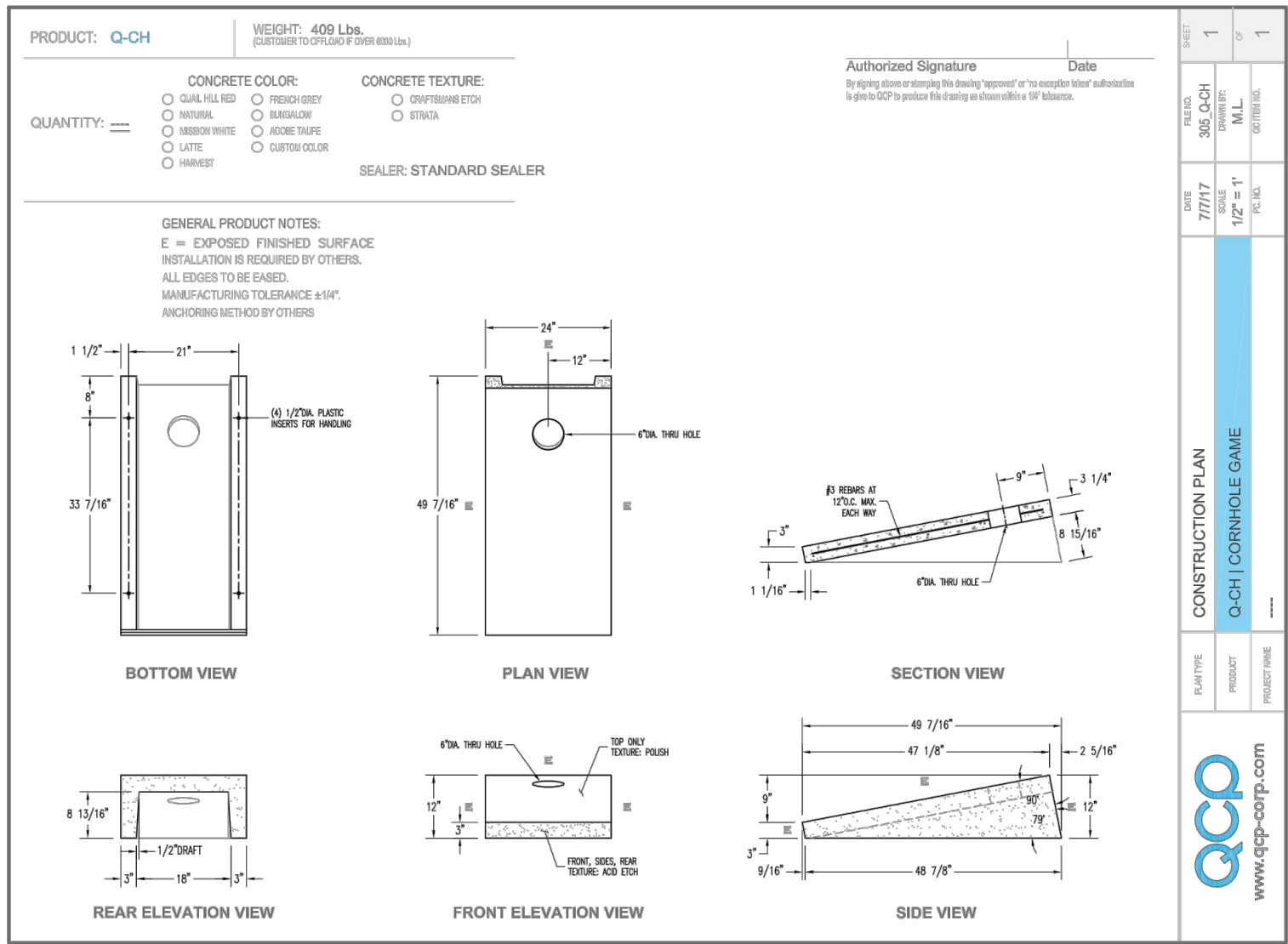
PICNIC TABLE : ANOVA "MADISON", OAE
COLOR: PLASTIC SLAT: MAHOGANY; FRAME & LID: TEXTURE PEWTER
DIMENSIONS: 39"H x 24"Dia.



PICNIC TABLE : ANOVA "WAINWRIGHT", OAE
COLOR: PLASTIC SLAT: MAHOGANY; FRAME: TEXTURE PEWTER
DIMENSIONS: 29"H x 64"W x 72"L



CORNHOLE : Q-CH
COLOR: LATTE BY QCP, OAE



BARBEQUE GRILL: GRILL 21 BY DUMOR OAE
COLOR: BLACK



BIKE RACK : ANOVA "ALLURE", OAE
COLOR: TEXTURE PEWTER
DIMENSIONS: 33"H x 5"W x 13"L



LANDSCAPE BENCH : ANOVA "MADISON", OAE
COLOR: PLASTIC SLAT: MAHOGANY; FRAME: TEXTURE PEWTER
DIMENSIONS: 35"H x 28"W x 79"L

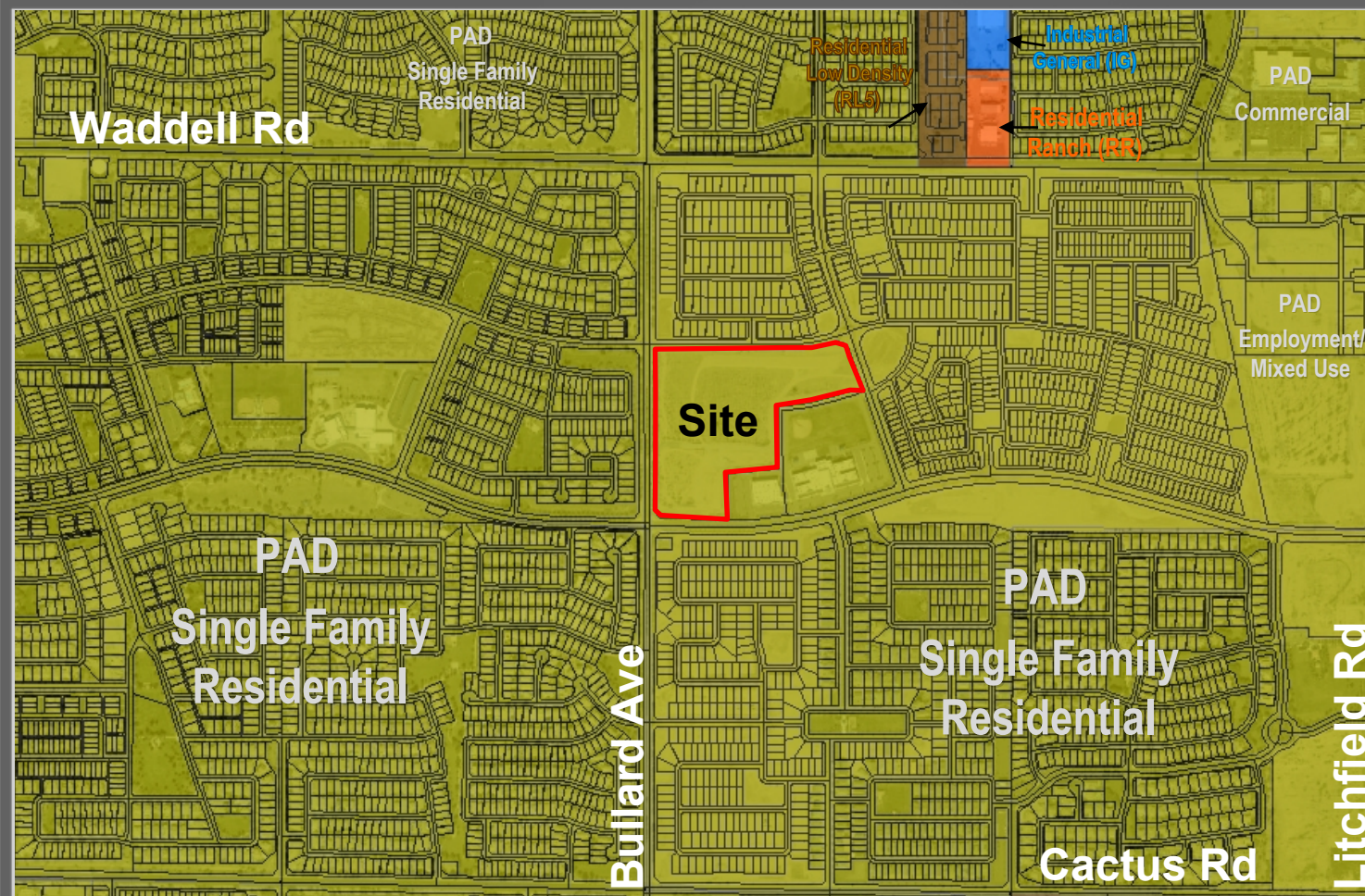


Marley Park Phase 4 & 5 Parcel 2 Preliminary Plat

City Council
October 20, 2020



FS20-313 Vicinity Map



FS20-313 Case Map



OPEN SPACE

Title 17 required not less than 10%

The Surprise Municipal Code Requires a
Minimum of 20 Percent Open Space.

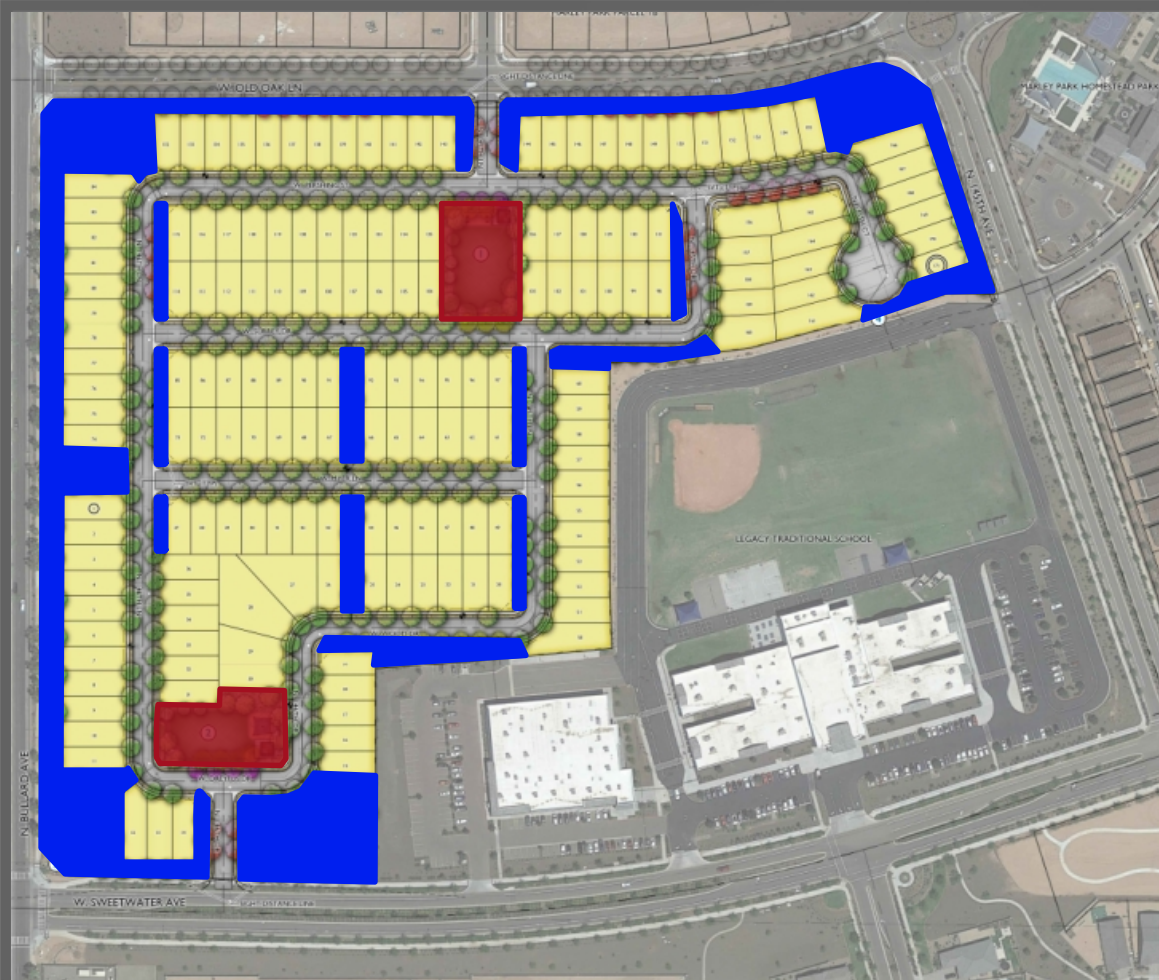
The Marley Park PAD requires not less than 10%.
Provided 20.3 Percent and 5.55 Acres of Open
Space



OPEN SPACE

The 27.28 Acres Provided by the Preliminary Plat can be Classified into one of the Following Categories:

- **Active Open Space:** Lands set aside for the primary purpose of activities such as sports, play fields, picnicking, play, etc.
- **Passive Open Space:** Lands set aside for retention and/or landscaping that do not provide an opportunity for outside activities. This classification may include trails crossing the areas.



Active

- 1.00 Acres
- 3.21% Gross
- 3.66% Net

Passive

- 4.56 Acres
- 14.65% Gross
- 16.71% Net

Total Open Space

5.55 Acres
17.86% Gross
20.3% Net

FS20-313 Open Space



Proposed

Existing

HOMESTEAD AT MARLEY PARK
 PHASE 4 & 5 - PARCEL PARK A
 & MODEL HOMES

UNLAWFUL

W. ANDREA ST.

58°38'11"E 1286.87'

58°55'06"E 50.63'

58°20'49"E 104.17'

100°29'11"E 1263.00'

POINT OF BEGINNING

N12°07'10"E 64.78'

N18°17'08"E 64.78'

S68°37'53"E 5.00'

N2°59'13"E 54.57'

N29°13'26"E 54.57'

S58°09'28"E 24.79'

N38°10'19"E 46.54'

N38°49'53"E 46.54'

N41°30'14"E 45.97'

N50°35'20"E 48.38'

S19°06'12"E 63.77'

N70°53'48"E 52.00'

N19°06'12"W 74.06'

EX. BY P.W. PER 100-17-MOR

EX. BY P.W. PER 100-17-MOR

N. 48TH AVE.

TRACT A

TRACT B

TRACT C

W. PERSHING ST.

W. SURREY DR.

N. 48TH AVE.

HOMESTEAD AT MARLEY PARK
 PHASE 4 & 5 - PARCEL B

UNLAWFUL

LEGEND

- SECTION CORNER
- SET REBAR WITH CAP "RLS 40"
- SET MONUMENT PER WING STAND
 120 TYPE "S" AT TIME OF CON
- 30' x 30' SIGHT VISIBILITY TRIAN





① COMMUNITY ENTRY MONUMENT
Scale: 1/2" = 1'-0"

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (SPR)	SPLIT FACE CMU BLOCK, COLOR BONE BY SUPERLITE OR APPROVED EQUAL
COLOR B (SPR)	FOUNDER'S FRESH COLOR SEER ROCK RED BY SUPERLITE OR APPROVED EQUAL
COLOR D (STEEL)	COLOR PA1 BLACK GREEN BY BENT'S PAINT MATCH TO THE EXISTING OR APPROVED EQUAL
CONCRETE CAP	COLOR DETRICH BY MESA PRECAST, OR APPROVED EQUAL

FS20-313 Preliminary Landscape Plan

FS20-313 Preliminary Landscape Plan



KEYNOTES

- 1 30' x 30' RAMADA
- 2 CORNHOLE
- 3 TURF
- 4 LANDSCAPE BENCH
- 5 BBQ GRILL
- 6 BBQ RACK
- 7 PET WASTE STATION

CHARACTER IMAGERY



- 1 30' x 30' RAMADA



- 2 CORNHOLE



- 3 TURF

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
1	Acacia saligna	Wattle	10' Box
2	Conocarpus wrightii	Florida Cordoba	10' Box
3	Chrysomela	Chrysomela	10' Box
4	Chrysomela	Chrysomela	10' Box
5	Chrysomela	Chrysomela	10' Box
6	Chrysomela	Chrysomela	10' Box
7	Chrysomela	Chrysomela	10' Box
8	Chrysomela	Chrysomela	10' Box
9	Chrysomela	Chrysomela	10' Box
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13	Chrysomela	Chrysomela	10' Box
14	Chrysomela	Chrysomela	10' Box
15	Chrysomela	Chrysomela	10' Box
16	Chrysomela	Chrysomela	10' Box
17	Chrysomela	Chrysomela	10' Box
18	Chrysomela	Chrysomela	10' Box
19	Chrysomela	Chrysomela	10' Box
20	Chrysomela	Chrysomela	10' Box

PERMANENT PLANTS

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
1	Acacia saligna	Wattle	10' Box
2	Conocarpus wrightii	Florida Cordoba	10' Box
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8	Chrysomela	Chrysomela	10' Box
9	Chrysomela	Chrysomela	10' Box
10	Chrysomela	Chrysomela	10' Box
11	Chrysomela	Chrysomela	10' Box
12	Chrysomela	Chrysomela	10' Box
13	Chrysomela	Chrysomela	10' Box
14	Chrysomela	Chrysomela	10' Box
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9	Chrysomela	Chrysomela	10' Box
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12	Chrysomela	Chrysomela	10' Box
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19	Chrysomela	Chrysomela	10' Box
20	Chrysomela	Chrysomela	10' Box



Homes by Towne Marley Park - Phase 4 & 5 - Parcel 2

Surprise, Arizona

North Amenity Enlargement

L-0.02
08.20.2020



Page 3 of 3

- 1 10' x 10' RAMADA
- 2 TOT LOT
- 3 TLRP
- 4 LANDSCAPE BENCH
- 5 BBQ GRILL
- 6 BIKE RACK
- 7 PET WASTE STATION

NOTE:
RUF STRUCTURE GRAPHIC IS REPRESENTATIVE AND
ACTUAL STRUCTURE WILL BE SPECIFIED AT FINAL DESIGN



SYMBOL TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	Avocado tree	Aligado	10' to 12'
	Citrus medica (Lemon)	Florida Citrus	10' to 12'
	Citrus aurantiifolia (Lime)	Orange	10' to 12'
	Citrus aurantium (Lemon)	Orange	10' to 12'
	Citrus aurantium (Lemon)	Orange	10' to 12'
	Citrus aurantium (Lemon)	Orange	10' to 12'
	Citrus aurantium (Lemon)	Orange	10' to 12'
	Citrus aurantium (Lemon)	Orange	10' to 12'
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	Citrus aurantium (Lemon)	Orange	10' to 12'
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	Citrus aurantium (Lemon)	Orange	10' to 12'

[illegible]

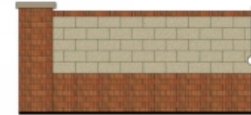


WALL LEGEND

SYMBOL	ITEM
	PRIMARY WALL
	SECONDARY WALL
	VIEW WALL
	BUILDER WALL



1 PRIMARY WALL



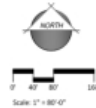
2 SECONDARY WALL



3 VIEW WALL



4 BUILDER WALL



FS20-313 Preliminary Landscape Plan



FS20-313 Preliminary Landscape Plan

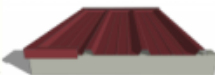
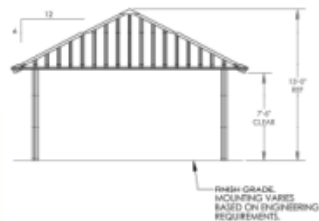


ITEM	COLOR & MANUFACTURER
------	----------------------

COLOR A (CPU)	SPIT FACE CPU BLOCK, COLOR BONE, BY SUPPLIERS OR APPROVED EQUAL
COLOR B (CPU)	FOUNDERS FINCH, COLOR SLEEK BIRD, RED BY SUPPLIERS OR APPROVED EQUAL
COLOR D (STBL)	COLOR RAL BLACK GREEN BY BERT'S FINCH, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL



20' X 20' SAKADA
SQ# 20 BY POLYGON, OAE



ROOF: MULTI-RIB (STANDARD)



ROOF COLOR: WHITE/BLACK



DECORATIVE COLUMN: SAN JOSE



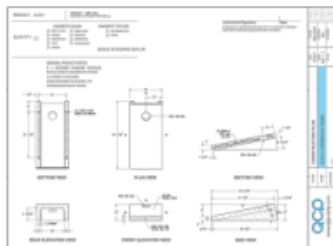
COLUMN COLOR: WHITE



TRASH TABLE - ANOVA "HADDSON", OAE
COLOR: PLASTIC SLAT: MAHOGANY, FRAME & LID: TEXTURE PEWTER
DIMENSIONS: 37"H x 24"Dia.



TRASH TABLE - ANOVA "HADDSON", OAE
COLOR: PLASTIC SLAT: MAHOGANY, FRAME: TEXTURE PEWTER
DIMENSIONS: 37"H x 64"W x 72"L



CORNHOLE - QCH
COLOR: LATTE BY QCP, OAE



BARBECUE GRILL: GREL 21 BY DUNOR OAE
COLOR: BLACK



BIKE RACK - ANOVA "ALLURE", OAE
COLOR: TEXTURE PEWTER
DIMENSIONS: 37"H x 3"W x 13"L



LANDSCAPE BENCH - ANOVA "HADDSON", OAE
COLOR: PLASTIC SLAT: MAHOGANY, FRAME: TEXTURE PEWTER
DIMENSIONS: 37"H x 28"W x 72"L

FS20-313 Preliminary Landscape Plan

STAFF RECOMMENDATION

Commission Recommendation:

- On September 17, 2020, failed to recommend approval for the proposed Preliminary Plat.



QUESTIONS OR COMMENTS?

Thank You

- **Preliminary Plat:**
- A. Development and use of the site shall be consistent with the Preliminary Plat entitled “Marley Park Phase 4 & 5- Parcel 2” consisting of four (4) sheets prepared by EPS Group and stamped received August 20, 2020.
- B. Landscaping of the site shall be consistent with the Landscape Plan entitled “Marley Park Phase 4 & 5- Parcel 2” consisting of eight (8) sheets prepared by Homes by Towne and EPS Group and stamped received August 20, 2020.
- C. 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.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 2020 Contact Person: ROB KUHFUSS
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to the approval of a rezone of 39.75 acres from Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) amending development standards and limiting residential density to 5.53 dwelling units per acre for Ellen Ranch; Ordinance #2020-30.

Motion:

Motion to approve Ordinance # 2020-30.

Background:

Kent Xander seeks approval of a rezone of approximately 39.75 acres from Residential Ranch (RR) to Medium Density Residential (RM-9) with a Planned Unit Development (PUD) overlay. The PUD Overlay will amend certain development standards, while limiting the maximum density to 5.53 dwelling units per acre. The subject site is adjacent to, but not part of the recently approved Paloma Creek zoning request. The Planning and Zoning Commission heard the request on September 17, 2020 and recommended approval to the City Council.

Objective Analysis:

The subject Zone Change request anticipates the future development of 220 lots on approximately 40 acres, and includes a PUD overlay intended to grant relief from certain development standards, while providing neighborhood amenities including a community pool, and limiting density to 5.53 DU/Ac. All city reviewing departments have reviewed the request and expressed no concerns.

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, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 5.53 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard.

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 FS20-090 Ellen Ranch Rezone 10-20-20 CC Staff Report
 2. 01 FS20-090 Ellen Ranch Rezone Vicinity Map
 3. 02 FS20-090 Ellen Ranch Rezone Case Map
 4. 03 FS20-090 Ellen Ranch Zone Change Narrative 07-21-2020
 5. 04 FS20-090 Citizen Participation Plan Final
 6. FS20-090 Ellen Ranch Rezone 10-20-20 CC Presentation
 7. 20.10.19 EVR Ord 2020-30 Ellen Ranch Rezone
 8. Legal Description Ellen Ranch Rezone
-

ZONE CHANGE

REPORT TO THE CITY COUNCIL

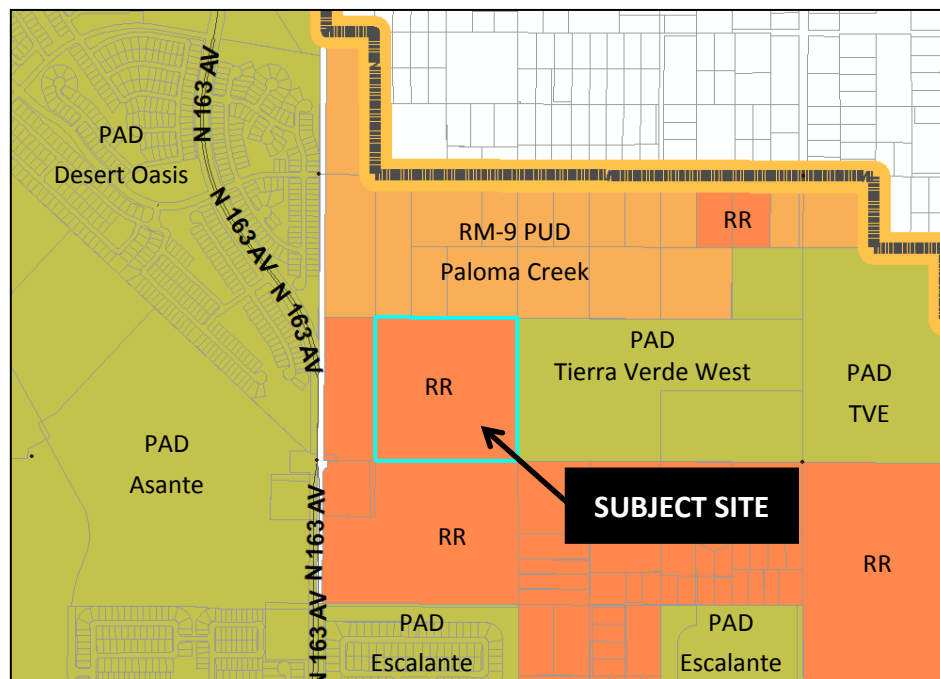
1 **Case:** FS20-090
2
3 **Project Name:** Ellen Ranch Rezone
4
5 **Council District:** 1 - Acacia
6
7 **Meeting Date:** **October 20, 2020**
8
9 **Planner:** Robert H. Kuhfuss, AICP
10
11
12 **Owner:** Ellen 40, LLC
13
14 **Applicant:** Kent Xander
15
16 **Request:** Rezone from Residential Ranch (RR) to Residential Medium Density
17 with a Planned Unit Development Overlay (RM-9 PUD) amending
18 development standards and limiting residential density to 5.53
19 dwelling units per acre
20
21 **Site Location:** Generally located north of the Happy Valley Road alignment and east
22 of 163rd Avenue
23
24 **Area:** 39.75 acres (approx.)
25
26 **Density:** 5.53 DU/Ac. net (approx.)
27
28 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
29
30 **Support/Opposition:** None known
31
32 **Commission**
33 **Recommendation:** **Approve**, subject to stipulations "a" through "c"
34
35
36
37
38
39
40
41
42

PROJECT DESCRIPTION:

Kent Xander seeks approval of a rezone of approximately 39.75 acres from Residential Ranch (RR) to Medium Density Residential (RM-9) with a Planned Unit Development (PUD) overlay. The PUD Overlay will amend certain development standards, while limiting the maximum density to 5.53 dwelling units per acre. The subject site is adjacent to, but not part of the recently approved Paloma Creek zoning and preliminary plat requests.

EXISTING ZONING:

The following map depicts the existing zoning of the subject site and its surrounds.



BACKGROUND:

September 5, 2019: The City Council approved the annexation of the subject property under case FS18-149.

February 14, 2020: The applicant filed the subject request under Case FS20-090.

August 31, 2020: The applicant held a Citizen Outreach meeting for this date.

September 17, 2020: The Planning and Zoning Commission recommended approval of the subject request.

CITIZEN OUTREACH:

The applicant held their Citizen Outreach meeting in a virtual format on August 31, 2020. There were no members of the public present at that meeting. The Outreach meeting, along with the subject Planning and Zoning Commission hearing, were advertised in accordance with state and local requirements.

ANALYSIS AND DISCUSSION:

The subject rezone case anticipates the development of approximately 40 acres of currently undeveloped desert into a single-family residential subdivision consisting of 220 lots and associated amenities. The request also seeks a Planned Unit Development (PUD) overlay for the purpose of amending certain development standards and limiting the residential density to 5.53 DU/Ac. The proposed development standards follow:

DEVELOPMENT STANDARDS FOR ELLEN RANCH		
Development Standard:	RM-9 Base Zoning:	RM-9 PUD Zoning:
Maximum Density	9.0 DU/Ac.	5.53 DU/Ac.
Minimum Lot Area:	4,500 sq. ft.	4,050 sq. ft.
Minimum Lot Width:	40'	45'
Minimum Lot Depth:	100'	90'
Minimum Front Setback (livable):	12'	12' ¹
Minimum Front Setback (garage):	20'	20' ¹
Minimum Side Yard Setback:	TBD	5'
Minimum Rear Yard Setback:	20'	10' ²
Maximum Building Height:	35'	35'
Street Side Corner Setback:	N/A	5' ³
Driveway Width:	30%	40%
Driveway Area:	30%	40%
Minimum Open Space (%NRA)	20%	25%
Footnotes:		
¹ Measured from property line		
² Porches and patios may encroach 2.5' into the rear yard setback		
³ 10' Landscape tract required		

Unlike many of the other medium density requests recently approved, the applicant for the subject request does not seek to remove the requirement for a community swimming pool. Rather, the applicant proposes to construct a community pool together with associated amenities including a ramada, picnic table, barbeque, drinking fountain and trash receptacle. In addition to these amenities, the applicant proposes a shaded play structure, swing set, bench, trash receptacles, ramada, picnic table, barbeque, and pickleball court to be dispersed throughout the site. A trail will connect the neighborhood to the "sugar dike" trail to the south. The applicant does seek a slight modification to the amenity package as depicted in the following table:

	AMENITY	REQUIRED	PROPOSED
	1 per 500 DU or portion thereof	1	✓
	Covered play area	1	✓
	Swing set	1	✓
	Benches	3	1
TOT LOT	Trash receptacles	2	1
	Drinking fountain	1	0
	Ramadas	2	1
	Picnic Tables	2	1
	BBQ Grills	2	1
	1 per 700 DU or portion thereof	1	✓
REC FIELD	Minimum 3.5 acres	3.5 acres	1.25 acres
	1 per 300 DU or portion thereof	1	✓
	Tennis court or		
SPORT COURT	Full-court B-Ball or	1	✓
	Sand V-Ball or		
	Pickleball		
	1 if 60 DU or more	1	✓
COMMUNITY	1 ramada	1	✓
POOL	1 picnic table	1	✓
	1 trash receptacle	1	✓

93

94 While the applicant does not seek relief from the community pool requirement, the applicant does
 95 seek relief from the 3.5-acre turf play area requirement. Section 122-137 (p) (1) requires that all low
 96 and medium density projects have not less than one turf play area and that said play area be not less
 97 than 3.5 acres. The applicant states that 3.5 acres of turf play area, roughly the size of three football
 98 fields, is out-of-scale for the community. The applicant has not quantified the amount of turf area to
 99 be provided; however, the applicant proposes 25% open space based on the Net Residential Area of
 100 the site, compared to the minimum standard of 20%, in addition to the amenities listed above. The
 101 aforementioned 25% open space figure includes the “sugar dike”, which will remain in situ.

102

103 The applicant also proposes an increase in the percent of lot width and front yard area to be occupied
 104 by the individual driveways. The SUDC currently limits the width of the driveway to not more than
 105 30% of the lot width. With a proposed lot width of 45’, the width of the driveway could not exceed
 106 13.5’, which is too narrow to serve a two-car garage. Rather, the applicant proposes an increase to
 107 40%, which would allow for a typical 18’ driveway. Similarly, the SUDC limits the driveway area to
 108 not more than 30% of the front yard area. A 45’ lot width combined with a 20’ front setback
 109 generates 900 square feet of front yard area, which would only accommodate a 15’ deep driveway,
 110 based on 18’ driveway width. By increasing the area limitation to 40%, a full 18’ by 20’ driveway may
 111 be achieved.

112

The subject site is also adjacent to APN 503-55-004, which is located on the hard corner of 163rd Avenue and Happy Valley Road and is somewhat constrained by the geography of the area as well as the arterial access standards of the city. In order to avoid a potentially land-locked parcel, the applicant has agreed to provide two points of access to this other property. This configuration is expressed in Exhibit D of the project narrative.

UTILITY AND SERVICES TABLE:

Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Schools:	Dysart USD

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, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 5.53 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard.

REVIEWING AGENCIES:

The subject request was routed to the standard internal reviewing agencies, who indicated no objections to the request. The subject request was also routed to the standard external reviewing agencies, who offered the following comments:

Maricopa Water District (MWD): In an email dated February 5, 2020, MWD stated the project is not located within their service area.

Arizona Department of Transportation (ADOT): In an email dated February 5, 2020, ADOT indicated they had no comments.

SUMMARY:

The subject Zone Change request anticipates the future development of 220 lots on approximately 40 acres, and includes a PUD overlay intended to grant relief from certain development standards, while providing neighborhood amenities including a community pool, and limiting density to 5.53 DU/Ac. All city reviewing departments have reviewed the request and expressed no concerns.

FINDINGS:

- The proposed Zone Change is consistent with the surrounding area.
- The proposed Zone Change is consistent with the Surprise General Plan.
- The reviewing agencies have indicated no objections.

Commission Recommendation:

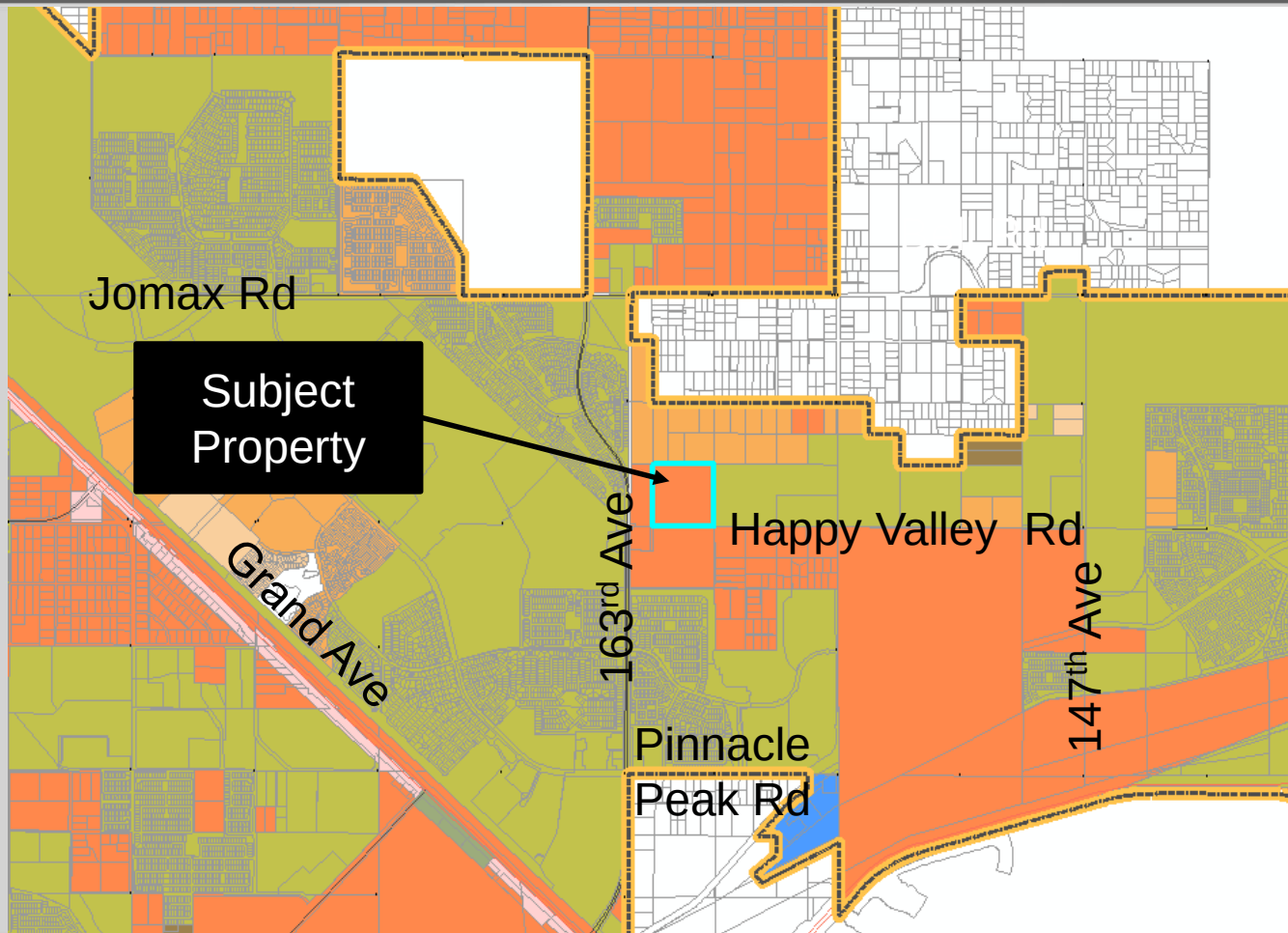
Based on the findings noted above, the Commission recommended **approval** of the subject Rezone request to the City Council, subject to stipulations 'a' through 'c' as outlined below:

- a. Development and use of the site shall be consistent with the rezone narrative entitled "Ellen Ranch Rezone", prepared by Kent A. Xander and stamped received July 21, 2020.
- b. Prior to the City approving a final plat, site plan or building permit within the property, applicant shall provide the City with a Notice of Payment from WLH that the HVE Buy-in Fee and the Water Buy-in Fee, all as described in, the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), have been paid.
- c. 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.

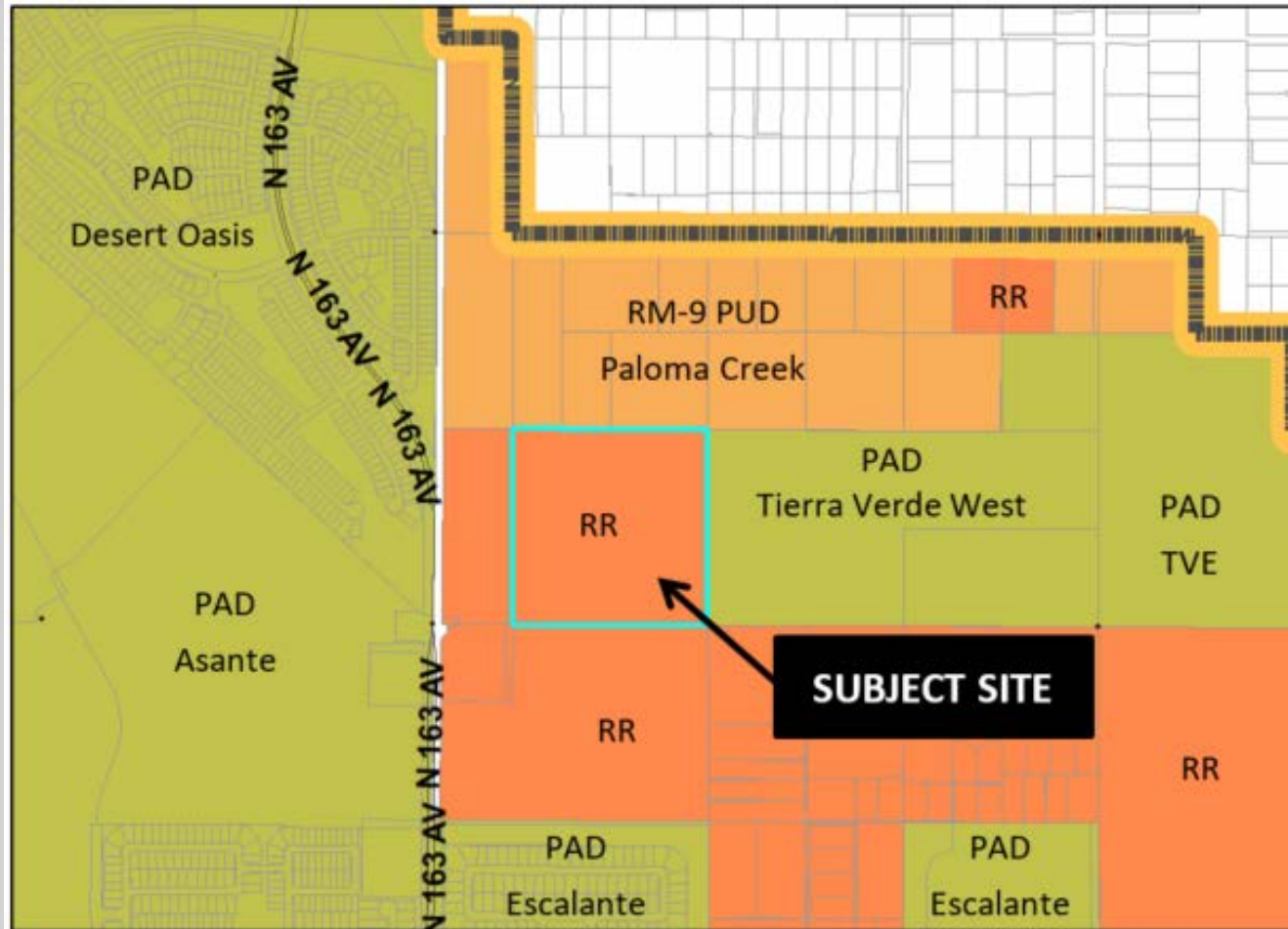
However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

- 01 Ellen Ranch Vicinity Map
- 02 Ellen Ranch Case Map
- 03 Ellen Ranch Zone Change Narrative
- 04 Citizen Outreach Report
- 05 Adopting Ordinance



FS20-090 Vicinity Map



FS20-090 Case Map

ELLEN RANCH REZONE

Case No. FS20-090 - Ellen Ranch
Rezone from Residential Ranch (RR) to
RM-9 (Residential Medium Density) with a Planned Unit
Development (PUD) Overlay

39.75 Gross Acres

Northwest corner Happy Valley Road and 159th Avenue
Surprise, Arizona

Prepared by: Kent A. Xander

Submitted To: City of Surprise, Arizona

Dated: February 3, 2020

Revised: June 15, 2020

Revised: July 2, 2020

Revised: July 21, 2020

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Transportation/Traffic and Utilities.....	10
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Proposed Zoning Map.....	Exhibit B
Legal Description and Map.....	Exhibit C
Conceptual Development Plan	Exhibit D
General Plan 2035 Land Use Map.....	Exhibit E
Ellen Ranch relationship to Tierra Verde West and Paloma Creek Map.....	Exhibit F
Relationship of Ellen Ranch to Adjacent Subdivisions and Existing Homes.....	Exhibit G

Ellen Ranch Team:

Applicant:

Kent A. Xander
kxander@kaxgroup.com
10973 N. 138th Way
Scottsdale, Arizona 85259

Land Planner:

Joe Walsh - Walsh Design Group
Landoc@cox.net
6106 E. Rose Circle Drive
Phoenix, AZ 85018

Location and Introduction:

A Vicinity Map is shown on page 4 illustrating Ellen Ranch location (NEC Happy Valley Road and 159th Avenue (alignments)).

Ellen Ranch is a 39.75 gross acre proposed single-family residential subdivision adjacent to Paloma Creek to the north and Tierra Verde West to the east both zoned for medium density residential. There are no under construction subdivisions or built homes within 580 feet of Ellen Ranch as shown in **Exhibit G**. This project includes working with and the cooperation with the north property owner Paloma Creek and Tierra Verde West to the east to formulate a cohesive development plan working out circulation, utilities, and drainage. When Ellen Ranch is developed, the adjacent half street improvements on 159th Avenue shall be constructed by the developer and two points of access will be provided to APN # 503-55-004 to the west so when that land is developed, it will have access to Happy Valley Road. Ellen Ranch Conceptual Development Plan shown in **Exhibit D**, shows the vehicle access for APN # 503-55-004 and provides for a 220-lot single-family residential subdivision on 39.75 gross acres.

Exhibit A depicts a map of the existing zoning of the subject property, adjacent PAD's, and vacant land. The adjacent specific zoning and land uses are as follows:

East

- | | | |
|---------------------|-------------|-----------------------|
| • Tierra Verde West | 79.56 Acres | 121 lots (63' x 120') |
| | 2.98 / DU | 116 lots (53' x 120') |

North

- | | | |
|----------------|--------------|------------------------|
| • Paloma Creek | 150.68 Acres | 27 lots (70' x 115') |
| | 3.6 / DU | 11 lots (62.5' x 122') |
| | | 195 lots (50' x 115') |
| | | 309 lots (45' x 115') |

West

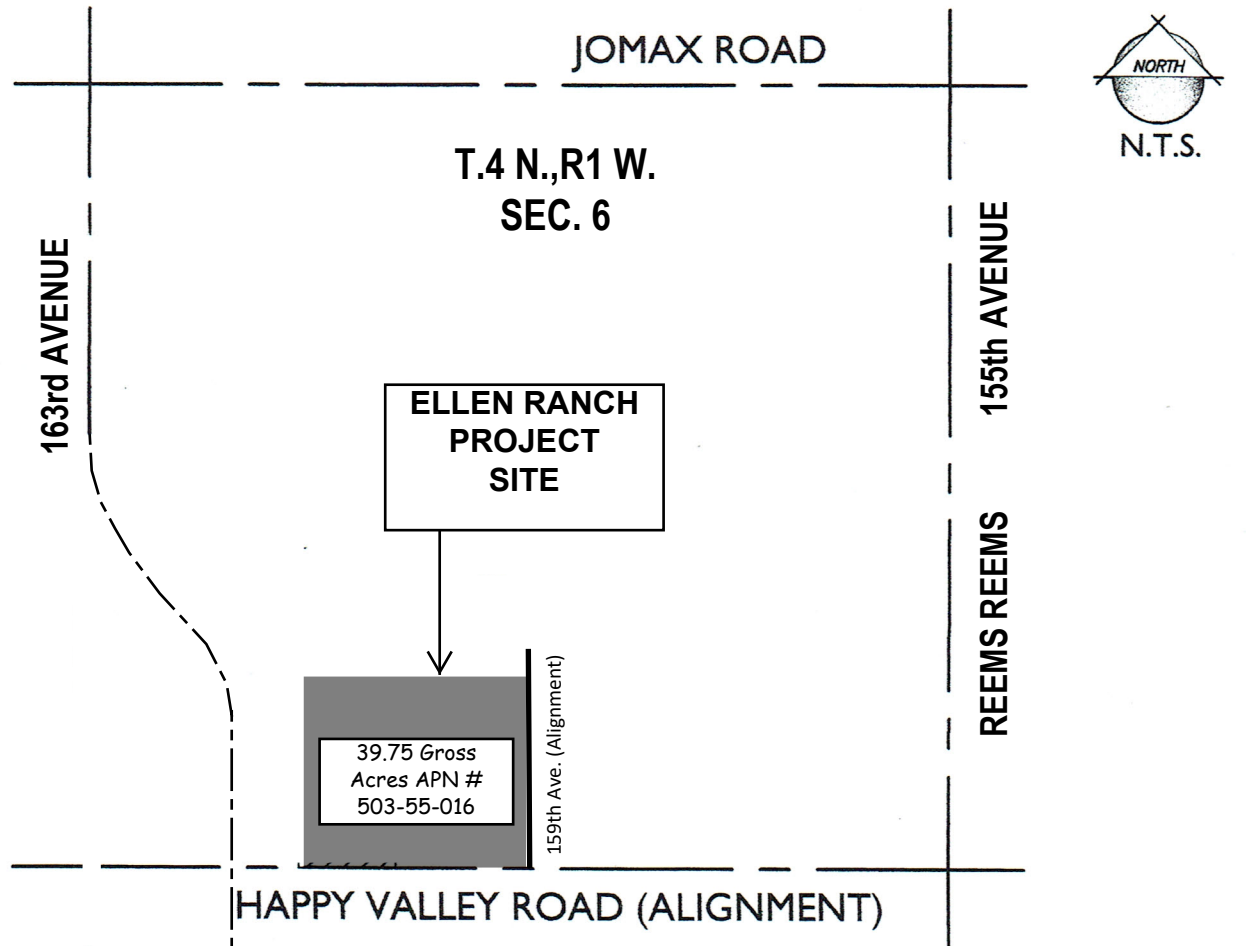
- | | | |
|---------------|-------------|-----------|
| • Vacant Land | Vacant Land | RR Zoning |
|---------------|-------------|-----------|

South of Happy Valley Road

- | | | |
|---------------|-------------|-----------|
| • Vacant Land | Vacant Land | RR Zoning |
|---------------|-------------|-----------|

Exhibit F Map shows Ellen Ranch relationship to Paloma Creek to the north and Tierra Verde West to the east.

VICINITY MAP



The Description of Request:

Introduction.

Ellen 40, LLC is requesting a zone change, regarding Case No. FS20-090, from Residential Ranch (RR) to 39.75 gross acres of RM-9 with a PUD Overlay located at the NWC of Happy Valley Road alignment and 159th Avenue alignment. See **page 4**, Vicinity Map for the general location.

Project Overview and Zoning Request.

Ellen Ranch will be developed as a single-family residential development within SPA # 2 planning area. The residential zoning for the property is RM-9 PUD Overlay using Conventional Character Pattern. See **Exhibit B**, Proposed Zoning Map and see **Exhibit C** for Legal Description and Map Exhibit.

Ellen Ranch will include a maximum of 220 residential units for a gross density of 5.53 DU/Ac. This density is within the 2-8 dwelling units per acre density range permitted within the Neighborhood General Plan Land Use Designation. Ellen Ranch density provides for excellent transition from higher density subdivisions to lower density subdivisions from Happy Valley Road and 163rd Avenue arterials. Ellen Ranch will transition measures to larger lots at Paloma Creek to the north and Tierra Verde West to the east. In an addition, the potential use of the land located at the NEC of Happy Valley Road and 163rd will provide transition measures to promote overall land use compatibility with Ellen Ranch and surrounding projects.

Ellen Ranch provides for a distinct lot size, smaller housing product both efficient and affordable which is uncommon in SPA # 2. Homes will be built to create intimate back yards with pedestrian friendly front yards, anchored by multi use trails and amenity areas to support healthy neighborhood interaction.

RM-9 Zoning Designations and Development Standards.

The single-family residential zoning designation of the property will use the Conventional Character Pattern in accordance with Section 122-22 of the SUDC as may be subsequently amended. The Planned Unit Development (PUD) overlay designation shall be applied to the property to allow modification of certain RM-9 development standards within the Surprise Zoning Code.

Community Pool: The first modification is to Section 122-137(r) of the SUDC states:

“Medium density residential projects containing 60 residential units or greater shall be provided a swimming pool amenity, unless there is community pool included as part of the overall development.” The swimming pool area shall have a minimum of one ramada, picnic table, and trash receptacle. The swimming pool area shall have a perimeter view fence constructed.”

Ellen Ranch proposes to provide a community swimming pool amenity. The swimming pool area shall have one ramada, a picnic table, and a trash receptacle. The modified standard shall include a drinking fountain and a barbeque.

Recreational Field: The second modification is to Section 122-137(p)(1) of the SUDC states:
“There shall be a minimum of one turf recreational field provided by the developer for organized sporting activity in a low density or medium density residential project. In no case shall there be less than one turf recreational field per 700 units within a development. Any required recreational field shall have a minimum turf area of 3.5 acres.”

The modified standard for Section 122-37 (p)(1) shall be to remove the last sentence that states: *“Any required recreational field shall have a minimum turf area of 3.5 acres.”* Based on the maximum of 220 single-family homes, a 3.5-acre turf field (which is approximately three NFL football fields) is not to scale and substantially more than needed for the development of Ellen Ranch. While this project will exceed the open space requirement, the recreational field designed and built will be scaled appropriate for Ellen Ranch as shown on **Exhibit D**, Conceptual Development Plan. The plan will include two separate recreational turf fields and other turf fields that will also serve as retention during storm events.

Including the community pool amenities described above, the following amenities shall be spread out over Ellen Ranch open space.

- One shade covered play structure consistent with ADA requirements;
- One swing set;
- One bench;
- One trash receptacles;
- One ramada;
- One picnic table;
- One barbeque grill; and
- One pickleball court.

Ellen Ranch pedestrian trail system will connect with Paloma Creek to the north and Tierra Verde West to the east trail systems to gain access to the City’s regional trail system.

Ellen Ranch will provide for an increase in open space from 20% net residential area to 25% net residential area, which represents a 25% increase in the required open space. This includes a large central community open space area, a secondary open space area, a 135-foot-wide open space buffer north of Happy Valley Road adjacent to the “Sugar Dike”. Additional open space is provided within open space tracts throughout Ellen Ranch to accommodate active and passive recreation and areas needed for Ellen Ranch development retention.

Driveway Width and Area: Two more modifications are to the Driveway requirements for the use of the PUD Overlay. There is a provision in the current SUDC which limits the width of a single-family residential driveway to 30% of the lot width. Ellen Ranch is developing 45-foot-wide lots. If the residential lot is limited to 30% of the lot width, the driveways would only be 13.5' wide. Since a minimum width of a parking space is 9 feet and a driveway needs to accommodate a 2-car garage, Ellen Ranch proposes the driveway to be a maximum width of 18' or a maximum of 40% of the lot width.

There is a provision in the current SUDC which limits the area of a residential driveway to 30% of the required front area, which is the area located between the front setback line and the front lot line. Ellen Ranch proposes the driveway to be a maximum area of 40% of the of the required front area to accommodate a two-car garage and an appropriate width driveway.

As appropriate qualification for the above modified development standards, the project will include reduced density, increased lot sizes, increase common area open space, develop regional drainage improvements, and provide two road connections to the parcel west of Ellen Ranch to improve the area traffic circulation for the benefit of the residents and surrounding community.

Ellen Ranch will be zoned RM-9 PUD. As stated above the, the purpose of the RM-9 PUD Overlay is to modify certain single-family residential development standard. As qualification and justification for these modified development standards, the maximum allowable density for Ellen Ranch RM-9 PUD overlay will be reduced from 9.0 to 5.53 dwelling units per acre or a maximum of 220 residential lots. The RM-9 PUD district minimum lot area will be decreased from 4,500 square feet to 4,050 square feet and the minimum lot width will be increased from 40 feet to 45 feet. The rear setback will be reduced from 20 feet to 10 feet. The increased lot width will mitigate the wider driveway percentage while providing for livable areas of each home facing the street. The reduced rear setback, lot depth, and lot size is mitigated based on Ellen Ranch building a community pool, proving a distinct lot size, and smaller housing product both efficient and affordable. Ellen Ranch PUD Overlay development standards are defined in **Table A** below, in the Residential Medium Density RM-9 PUD Overlay Development Standards Comparison Table.

Table A

**Residential Medium Density RM-9 PUD Overlay
Development Standards Comparison Table**

Development Standard	City Base RM-9 Development Standards	RM-9 PUD Overlay Development Standards
Maximum Density	9.0	5.53
Minimum Lot Area	4,500	4,050
Minimum Lot Width	40'	45'
Minimum Lot Depth	100'	90'
Minimum Front Yard Setback (livable area / front-facing garage)	12'/20'	12'/20' ⁽¹⁾
Minimum Side Yard Setback	TBD	5'
Minimum Rear Yard Setback	20'	10' ⁽²⁾
Maximum Building Height	35'	35'
Street Side/Corner Lot	N/A	5' ⁽³⁾
Driveway Width	30%	40%
Driveway Area	30%	40%
Minimum Open Space (%NRA)	20%	25%

(1) 20-foot front yard garage setback measured from property line.

(2) Porches/patios may encroach 2.5' into the rear yard setbacks.

(3) 10' landscape tract required.

The result of the Ellen Ranch RM-9 Rezone with a PUD Overlay would be:

- Ellen Ranch will be in conformance with the adopted Surprise General Plan 2035 as noted below.
- The development of Ellen Ranch will occur in a manner that is consistent with the surrounding Planned Area Developments and share in major offsite infrastructure costs with other adjacent projects.
- The development will have seamlessly been integrated and aligned with adjacent zoning, open space, pedestrian trails, drainage tracts, roads, and utilities with adjacent Paloma Creek, Tierra Verde West, and APN Parcel # 503-55-004.
- Unless specified in this Zoning Document, all development shall comply with the development standards and design guidelines set in the Surprise Municipal Code at the time of Preliminary Plat approval.
- The Sugar dike will be preserved in-situ.

Conformance with the adopted Surprise General Plan 2035:

The Surprise General Plan 2035, attached as **Exhibit E**, shows the subject property as lying within the Neighborhood Land Use Character Area, which in a Suburban Neighborhood supports residential development of up to 8 DU/Acre or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. The proposed 5.53 DU/Ac is consistent with the General Plan's allowed density and allowed transition of density policy. Ellen Ranch will be buffered from Happy Valley Road by a large open space and the project is consistent with the General Plan in this regard. The General plan seeks appropriate buffers and transitions between the various Character Areas. To meet this guideline, the lots along the south side of the subject property will be set back off Happy Valley Road with open space and pedestrian trails through the property and connecting to the open space planned for Paloma Creek and Tierra Verde West.

Ingress/Egress/Access:

1. Access is driven by the timing of Tierra Verde West and Rancho Mercado development schedule.
2. Primary access to Ellen Ranch is on 159th Avenue from Happy Valley Road.
3. Secondary access is east through Tierra Verde West and north through Paloma Creek.
4. Transportation Planning and Traffic Engineering Stip. Ellen Ranch will provide two points of road access through Ellen Ranch for the adjacent land to the west (APN 503-55-004) so when it is developed, it will have easterly access through Ellen Ranch to 159th Avenue then south to Happy Valley Road. See Conceptual Development Plan Exhibit D.

Transportation/Traffic

- Onsite public local streets will be constructed to current local roadway standard cross section and width at the time of preliminary plat review.
- 159th Avenue is a Residential Collector road. Ellen Ranch shall dedicate to the City of Surprise a half street width of a Residential Collector street along 159th Avenue at Final Plat recording. Upon development of Ellen Ranch subdivision, the adjacent half street improvements on 159th Avenue will be constructed to current local roadway standard cross section and width at the time of preliminary plat review.
- An eastbound left turn lane on Happy Valley at 159th Avenue will be required. The minimum storage length is 160' with 100' taper per MCDOT standards.
- This development will be required to contribute in-lieu fees to the future traffic signal at the intersection of Happy Valley Road and 163rd Avenue and the construction, The cost per unit to be paid, at the time a building permit is issued for a residential home shall be \$200 per unit.

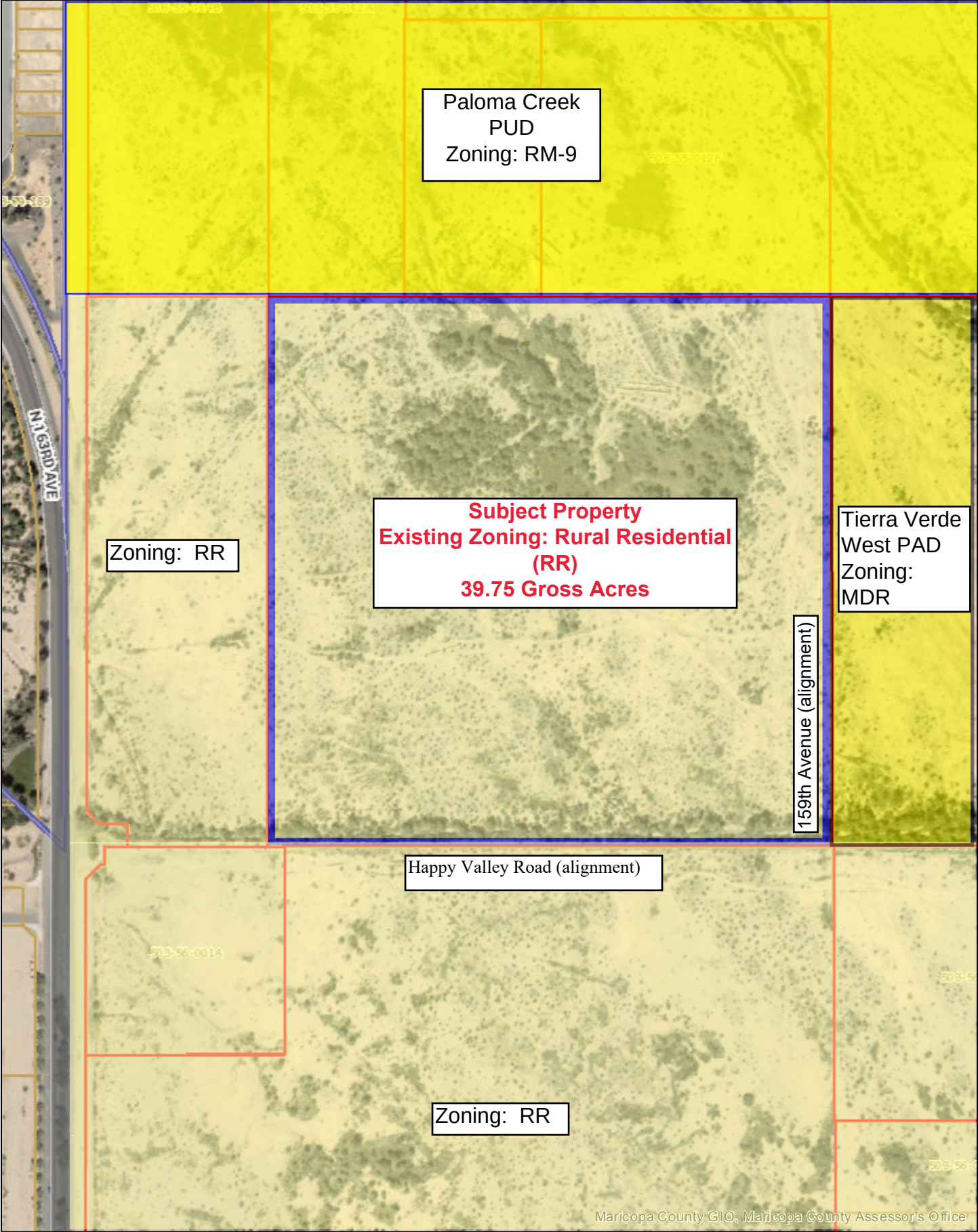
Utilities

- Upon development of Ellen Ranch, all necessary utilities for Ellen Ranch will be extended from adjacent Paloma Creek and Tierra Verde West.
- Ellen Ranch is working with other projects in this area to develop the water and water resources necessary to service this project.
- Ellen Ranch will obtain and purchase sewer capacity from City of Surprise or from to SPA 2 Water Reclamation Facility Capacity Allocation Agreement.



EXHIBIT A

Existing Zoning Map



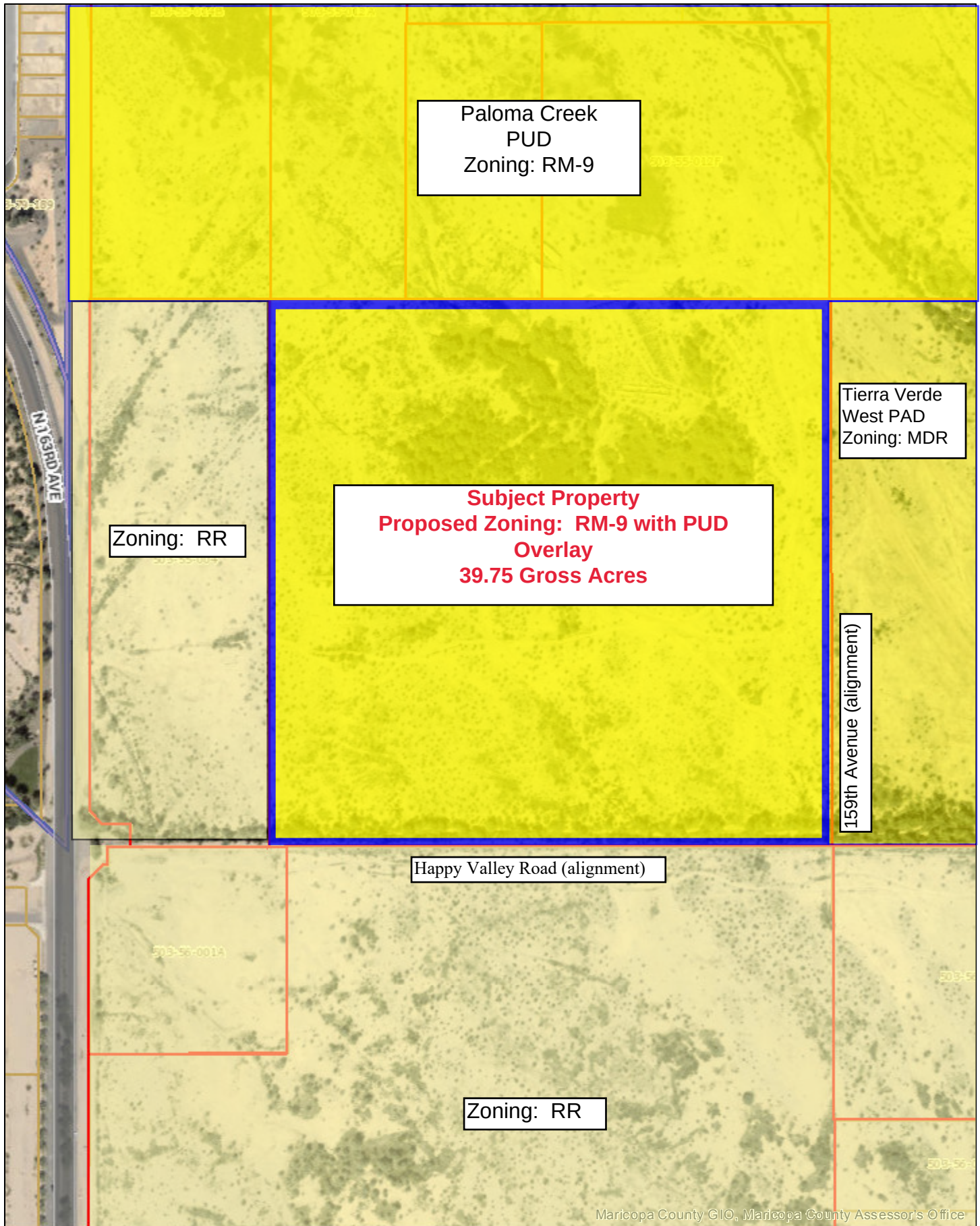


Exhibit C
Page 1 of 3
LEGAL DESCRIPTION

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, described by metes and bounds as follows:

BEGINNING at the South quarter corner of said Section 6;
Thence South 89° 45' 56" East a distance of 1314.62 feet to the Southeast corner of Lot 7 of said Section 6;
Thence North 00° 05' 21" West along the East line of said Lot 7 a distance of 1318.19 feet to the Northeast corner thereof;
Thence North 89° 45' 13" West a distance of 1312.72 feet to the Northeast corner of the Southeast quarter of the Southwest quarter of Section 6;
Thence South 00° 00' 23" East along the East line thereof a distance of 1318.45 feet to the POINT OF BEGINNING.

Containing 39.7569 acres



Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Job No. 19009

Parcel Map Check Report

Prepared by:

Thomas Rope

Land Survey Services, PLC

3160 N. 302nd Lane

Date: 1/10/2020 6:09:18 AM

Parcel Name: SE1/4, SW1/4 SEC 6 T4N R1W

Description: Happy Valley Road/159th Avenue

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:986,648.2688'

East:552,048.3638'

Segment# 1: Line

Course: N89°45'13"W

Length: 1,312.72'

North: 986,653.9138'

East: 550,735.6560'

Segment# 2: Line

Course: N0°05'21"W

Length: 1,318.19'

North: 987,972.1022'

East: 550,733.6046'

Segment# 3: Line

Course: S89°45'56"E

Length: 1,314.62'

North: 987,966.7231'

East: 552,048.2135'

Segment# 4: Line

Course: S0°00'23"E

Length: 1,318.45'

North: 986,648.2731'

East: 552,048.3606'

Perimeter: 5,263.97'

Area: 39.7569Acre

Error Closure: 0.0054

Course: N37°24'03"W

Error North : 0.00430

East: -0.00329

Precision 1: 974,811.11



Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Job No. 10019

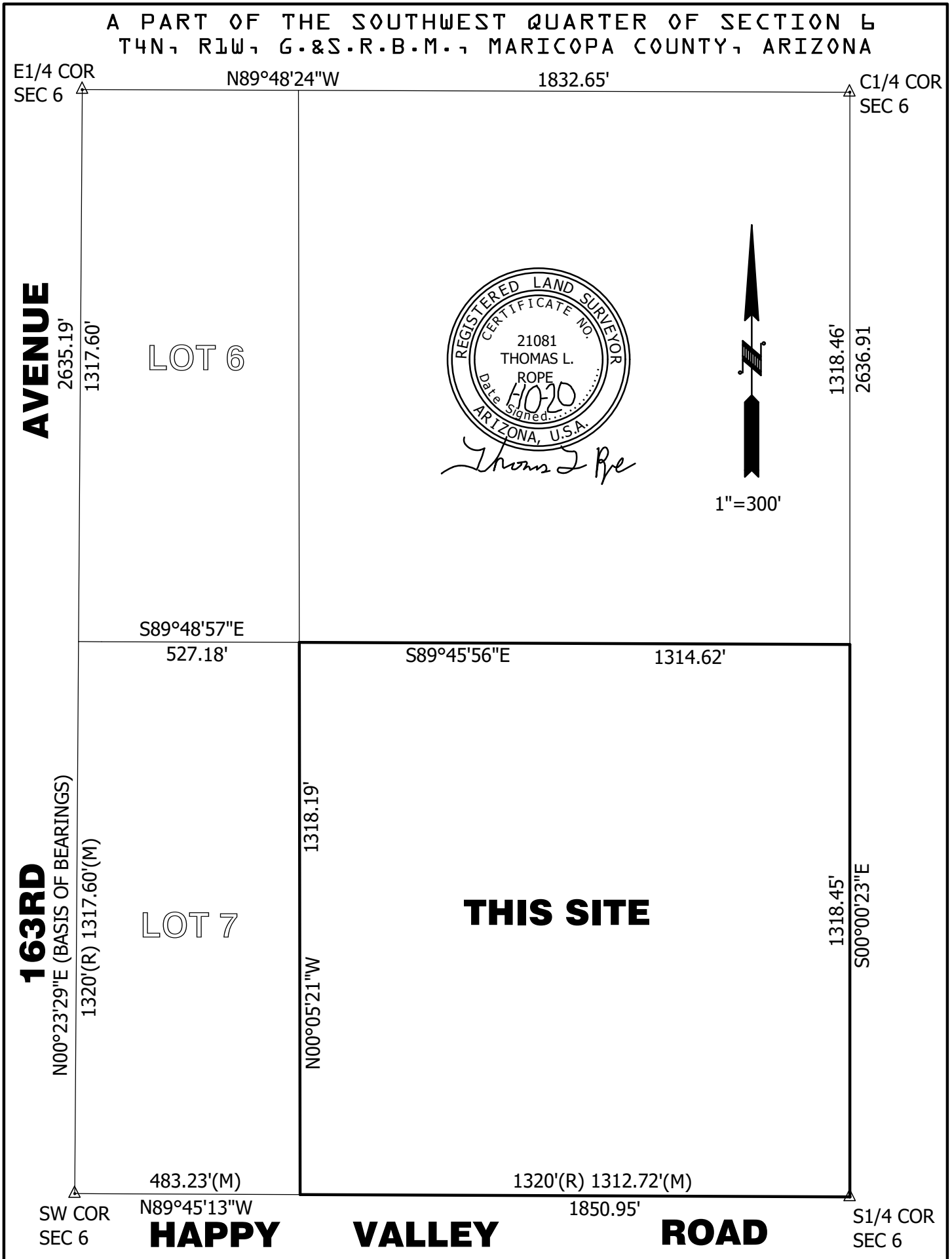
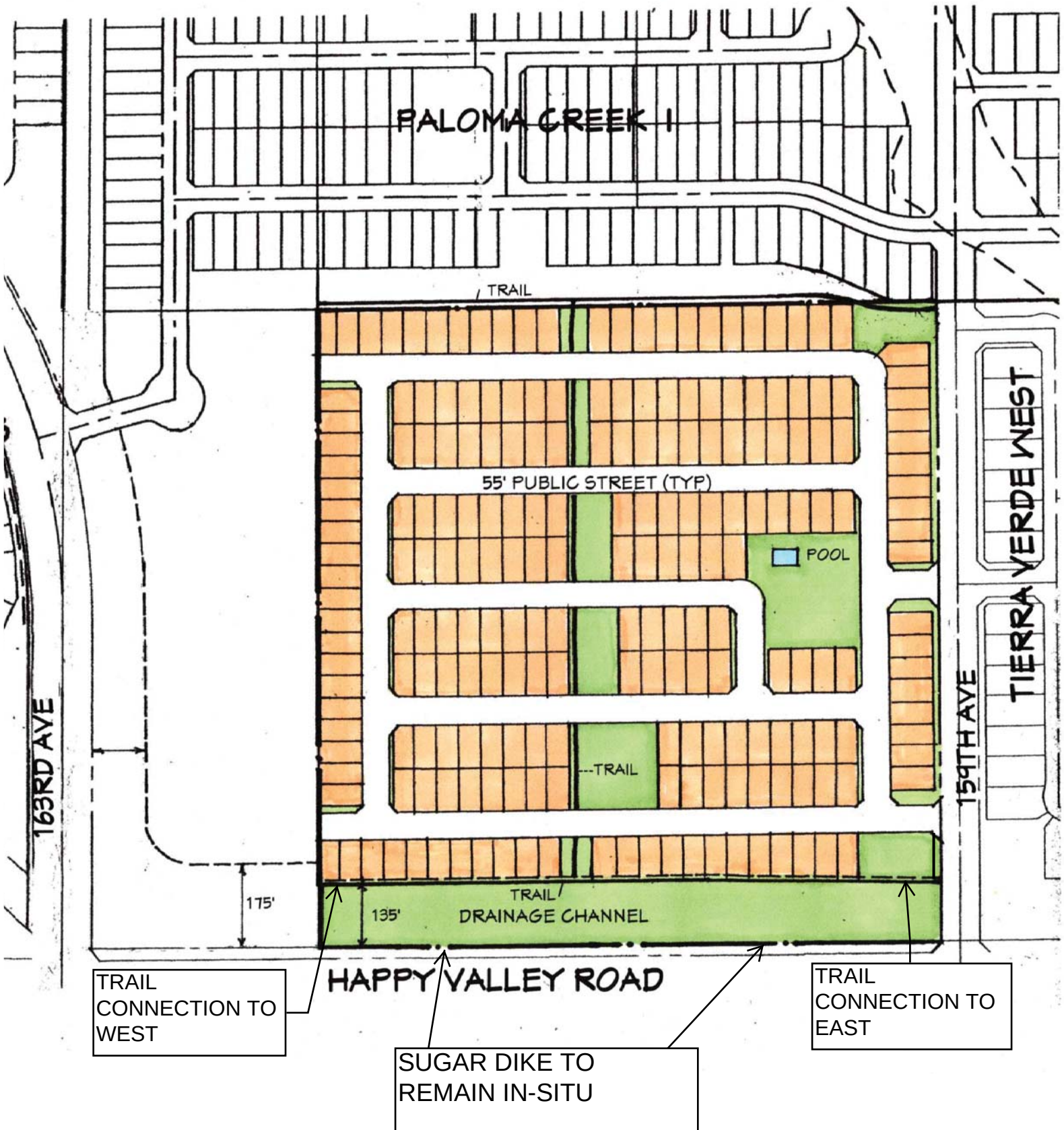
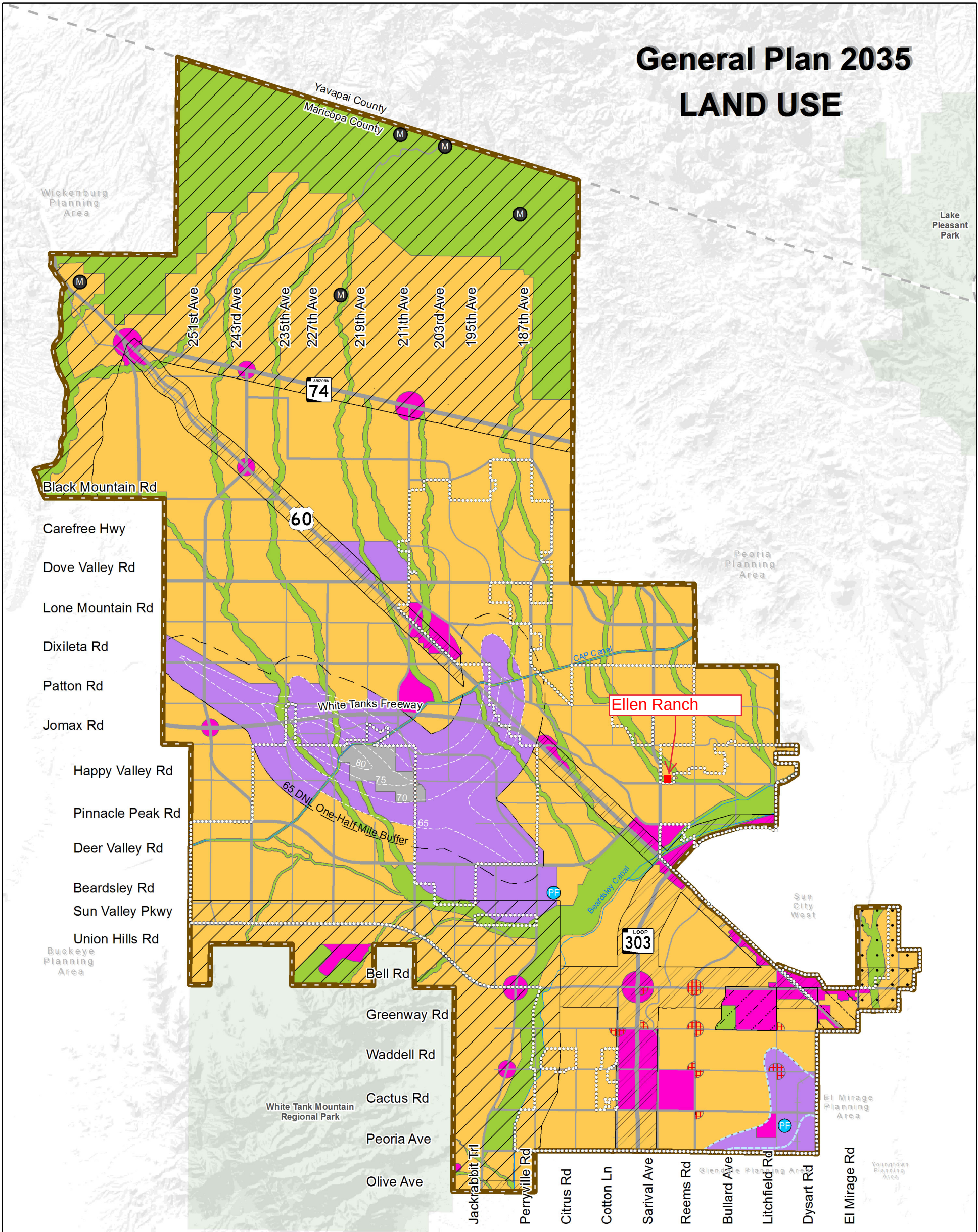


Exhibit D
Ellen Ranch
Conceptual Development Plan



General Plan 2035
LAND USE



Character Areas

- Neighborhood
 - Rural
 - Suburban
 - Urban
- Commerce & Office
 - Mixed Use: Residential
 - Mixed Use: Commercial
 - Regional Commercial
 - Commercial Office
- Employment
 - Business Park
 - Industrial
- Open Space
(As described on page 53)

Sub Areas

- Luke Compatibility District
- Scenic Lands Development
- Surprise Center District
- Surprise Heritage District
- Transit Oriented Development District
- Aggregate Resource Areas

Features

- Planning Area
- Aux 1 Noise Contours
- Luke AFB Noise Contours
- Canals
- Military
- Existing Community Commercial
- Public Facility
- Mining

Circulation

- Freeway
- Parkway
- Major Arterial
- Minor Arterial
- BNSF Rail

0 1 2 Miles

Michael Baker
INTERNATIONAL

SURPRISE
ARIZONA

Exhibit F

Ellen Ranch and Surrounding Communities

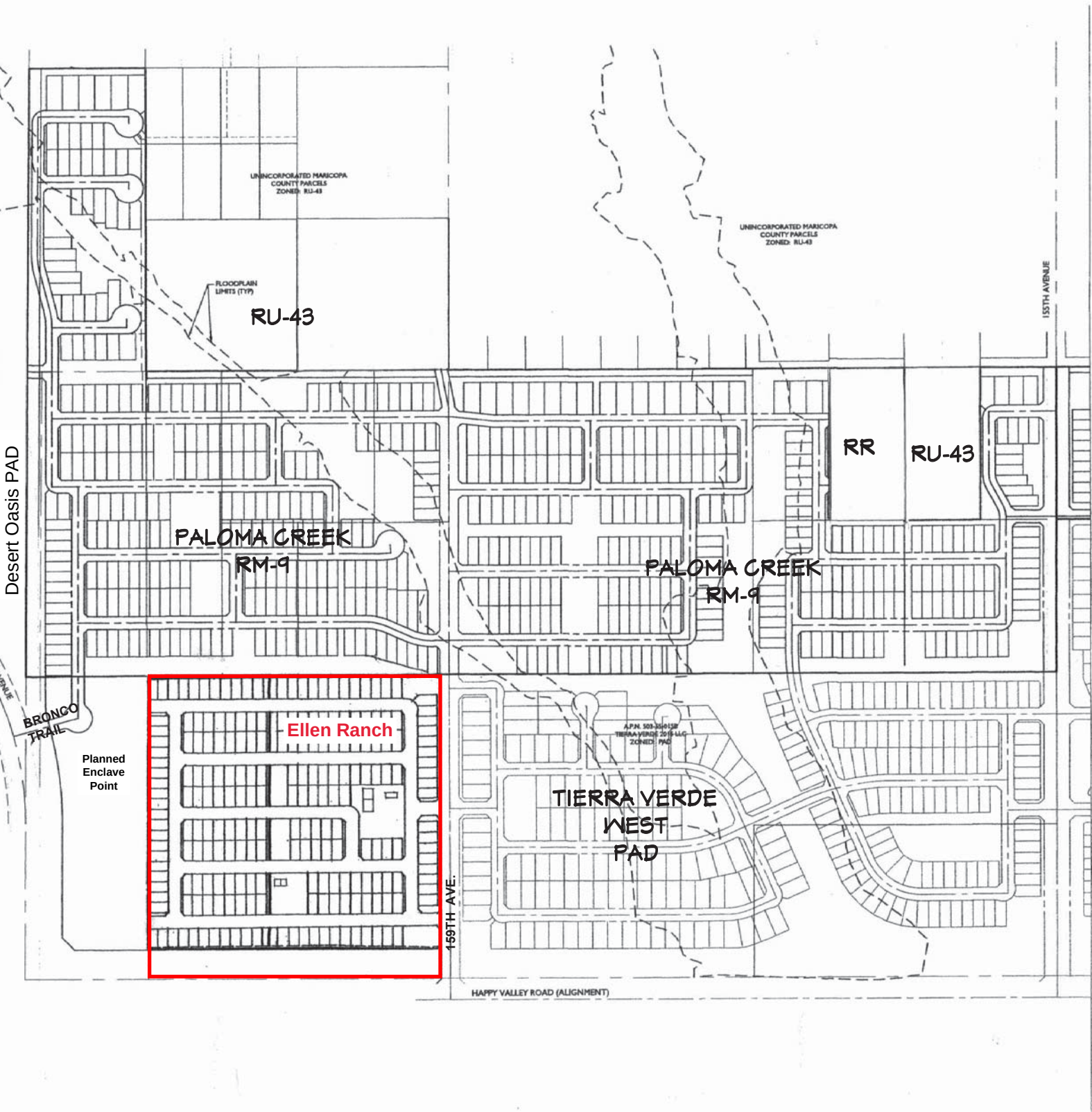




Exhibit G





Ellen Ranch Rezone

Citizen Participation Plan

September 1, 2020

Background

The City of Surprise (City) requires a citizen participation process and report for applications such as this PAD amendment. The purpose of the citizen review process is to:

Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;

Ensure that the citizens and property owners of the city have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and

Facilitate ongoing communication between the applicant, interested citizens and property owners, city staff, and elected officials throughout the application review process.

The citizen review process is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision making.

Ellen Ranch Citizen Participation Plan & Report

Ellen 40, LLC is requesting a zone change, regarding Case No. FS20-090, from Residential Ranch (RR) to 39.75 gross acres of RM-9 with a PUD Overlay located at the NWC of Happy Valley Road alignment and 159th Avenue alignment.

As part of the rezone process, adjacent property owners and stakeholders in the area were notified by the City staff to our proposed application and open house to inform the public of this rezoning request. We met the City's notification requirements, which are:

- Notice of the citizen review meeting shall be provided by the planning and zoning division in the form of a public notice to the following, when applicable:
 - o The notice shall be published at least once in a newspaper of general circulation published or circulated in the municipality at least 15 days prior to the meeting date.
City initiated.
 - o For applications involving rezoning of land which abuts other municipalities or



unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**

- o For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**
- o Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
- o The head of any homeowners association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted on August 12, 2020 to alert interested citizens and stakeholders of our upcoming virtual open house on August 31, 2020. The photographs of the signs and affidavit are attached at **Tab 1**. The sign will be further updated on September 1, 2020 to identify the virtual Planning & Zoning Commission and City Council hearings for September 17, 2020 and October 6, 2020 respectively. An affidavit of the updated sign will be sent to City staff.

Participation Report.

After the notices were sent by staff and the site was posted, we did not field any telephone calls or emails of concern regarding the rezoning case. We held the virtual open house on Go-to-Meetings on August 31, 2020 from 6:00pm to 7:00pm. During the virtual open house, only the applicant, the applicant's representative and City staff were present in the meeting. There was no member of the public in attendance during the virtual open house.

There is no known opposition to this rezoning case.

We have been working cooperatively with City staff on the PUD request and are ready for public hearings on the proposed rezoning request. If we are contacted by any neighbors or stakeholders after we have submitted this citizen participation report to the City, we will provide updates to the City staff with an amended report.

TAB 1



AFFIDAVIT OF POSTING

Application No: FS20-090

Applicant Name:

Location: Northwest corner of 159th Alignment and Happy Valley Rd
(alignment)

Date Site Posted: August 12th, 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.

[Signature]
Applicant/Representative Signature

8/12/2020
Date

This instrument was acknowledged before me on this 12th day of August, 2020, and by Maria Hitt. I witness whereof I hereunto

set my hand and official seal.

[Signature]
Notary Public
10-25-20

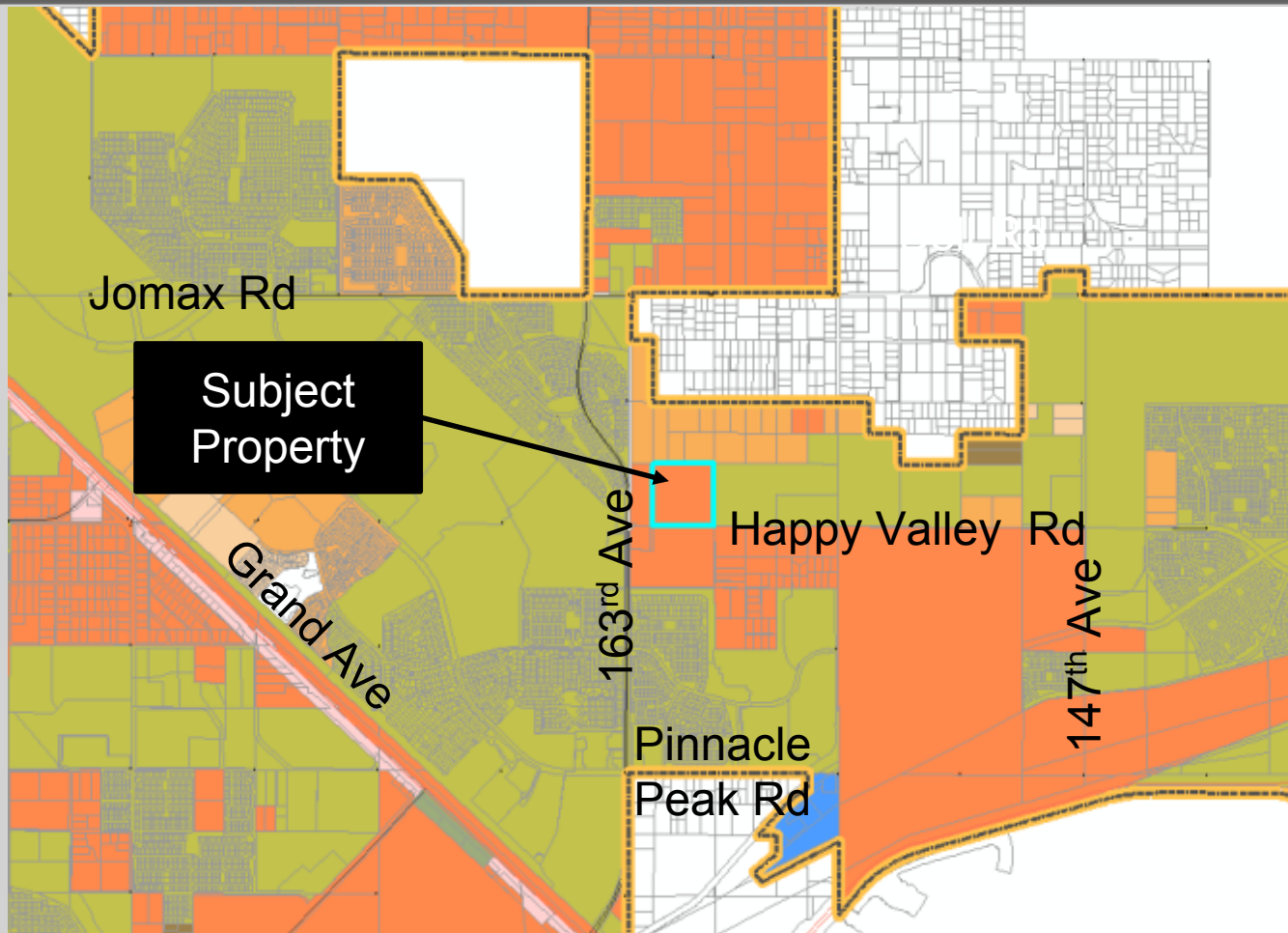




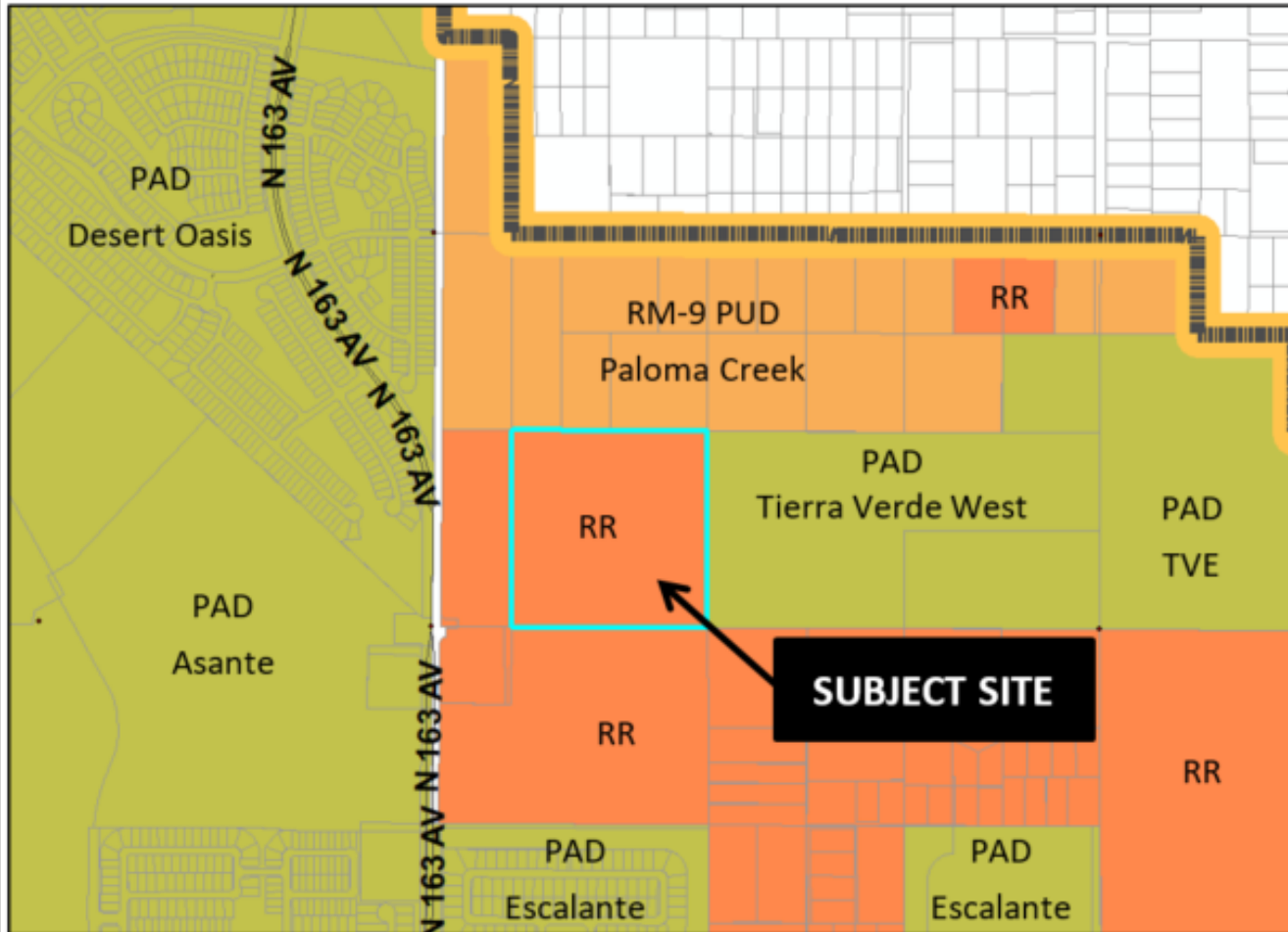
SURPRISE
ARIZONA

City Council
October 20, 2020

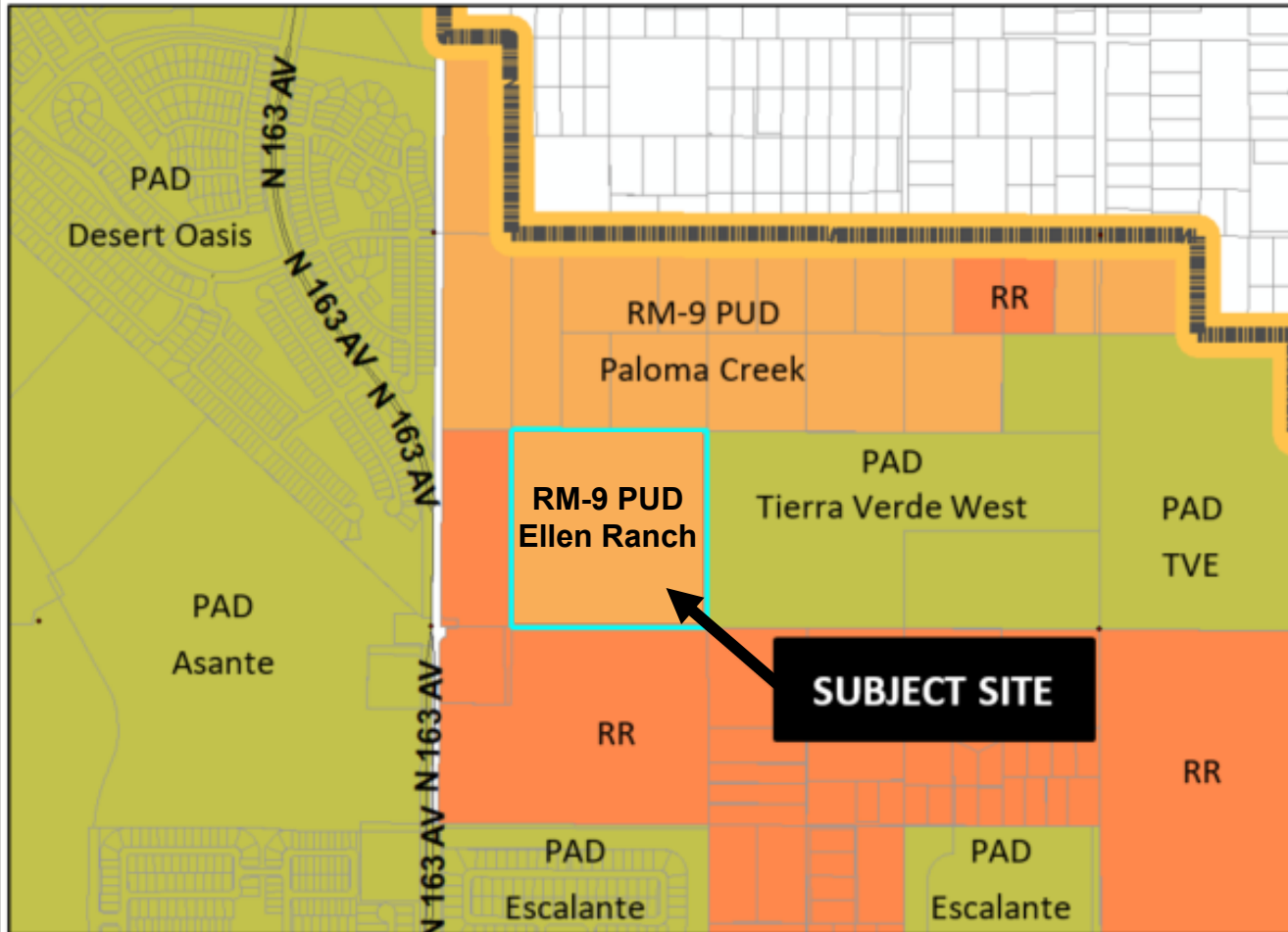
Ellen Ranch Rezone
FS20-090



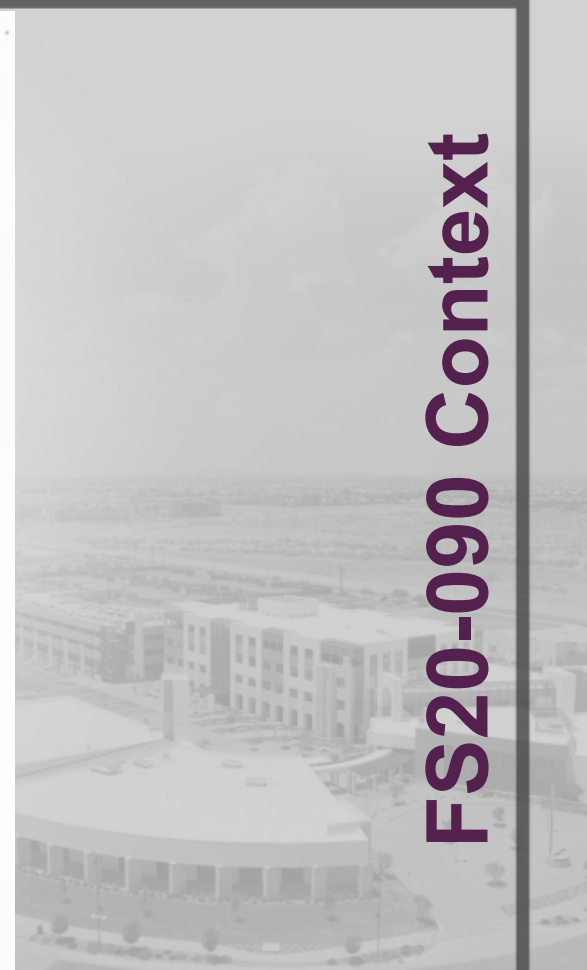
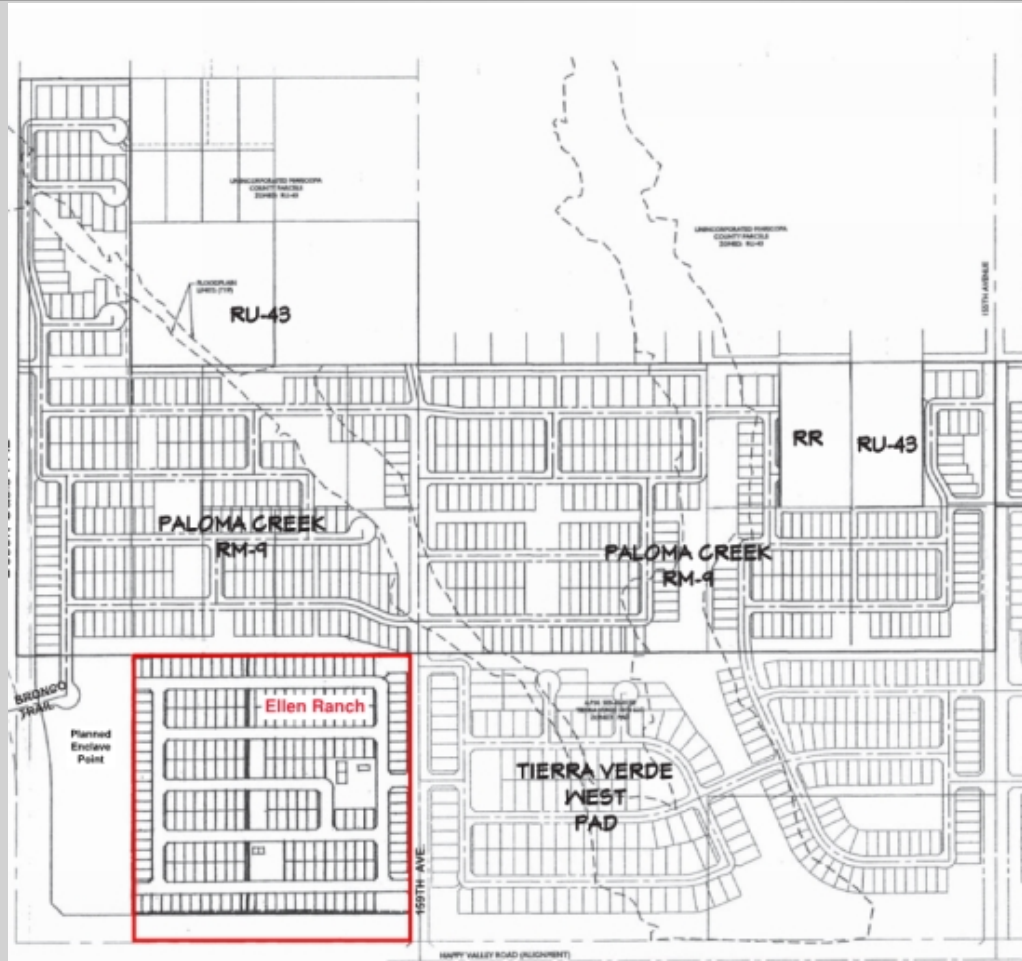
FS20-090 Vicinity Map



FS20-090 Case Map



FS20-090 Proposed Zoning



FS20-090 Context

Table A

**Residential Medium Density RM-9 PUD Overlay
Development Standards Comparison Table**

Development Standard	City Base RM-9 Development Standards	RM-9 PUD Overlay Development Standards
Maximum Density	9.0	5.53
Minimum Lot Area	4,500	4,050
Minimum Lot Width	40'	45'
Minimum Lot Depth	100'	90'
Minimum Front Yard Setback (livable area / front-facing garage)	12'/20'	12'/20' (1)
Minimum Side Yard Setback	TBD	5'
Minimum Rear Yard Setback	20'	10' (2)
Maximum Building Height	35'	35'
Street Side/Corner Lot	N/A	5' (3)
Driveway Width	30%	40%
Driveway Area	30%	40%
Minimum Open Space (%NRA)	20%	25%

- (1) 20-foot front yard garage setback measured from property line.
 (2) Porches/patios may encroach 2.5' into the rear yard setbacks.
 (3) 10' landscape tract required.

Decrease

Decrease

Increase

Decrease

No Change
Added

Decrease

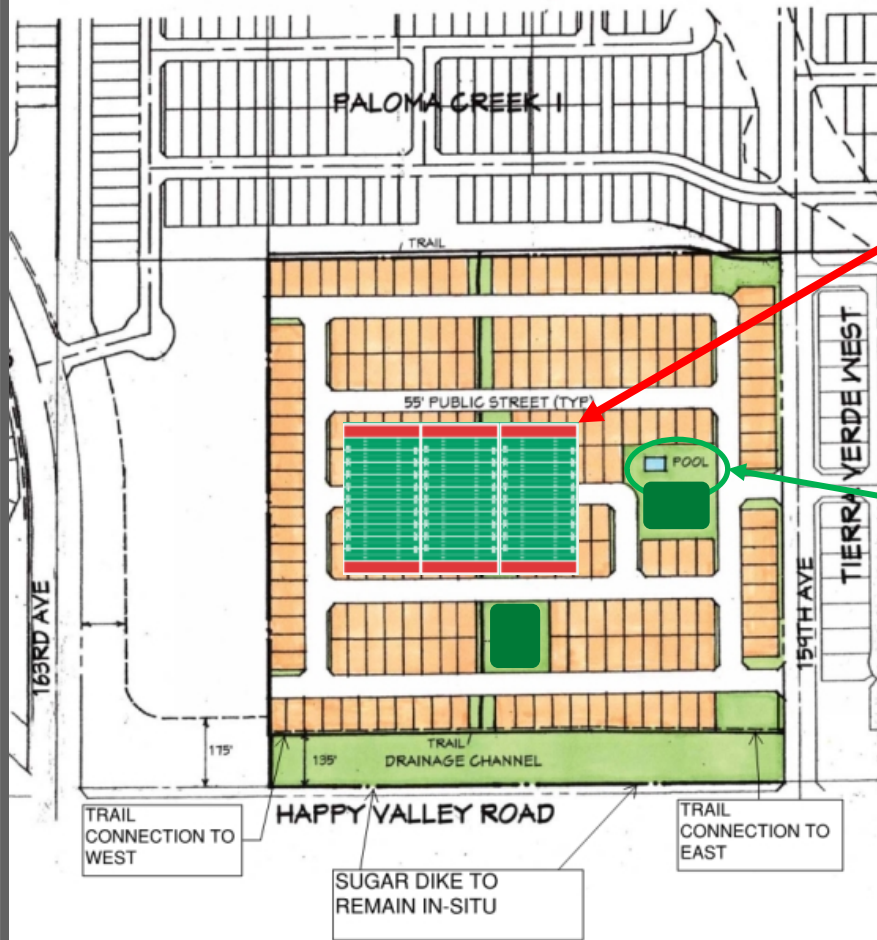
No Change
Added

Increase

Increase

Increase

FS20-090
Development
Standards



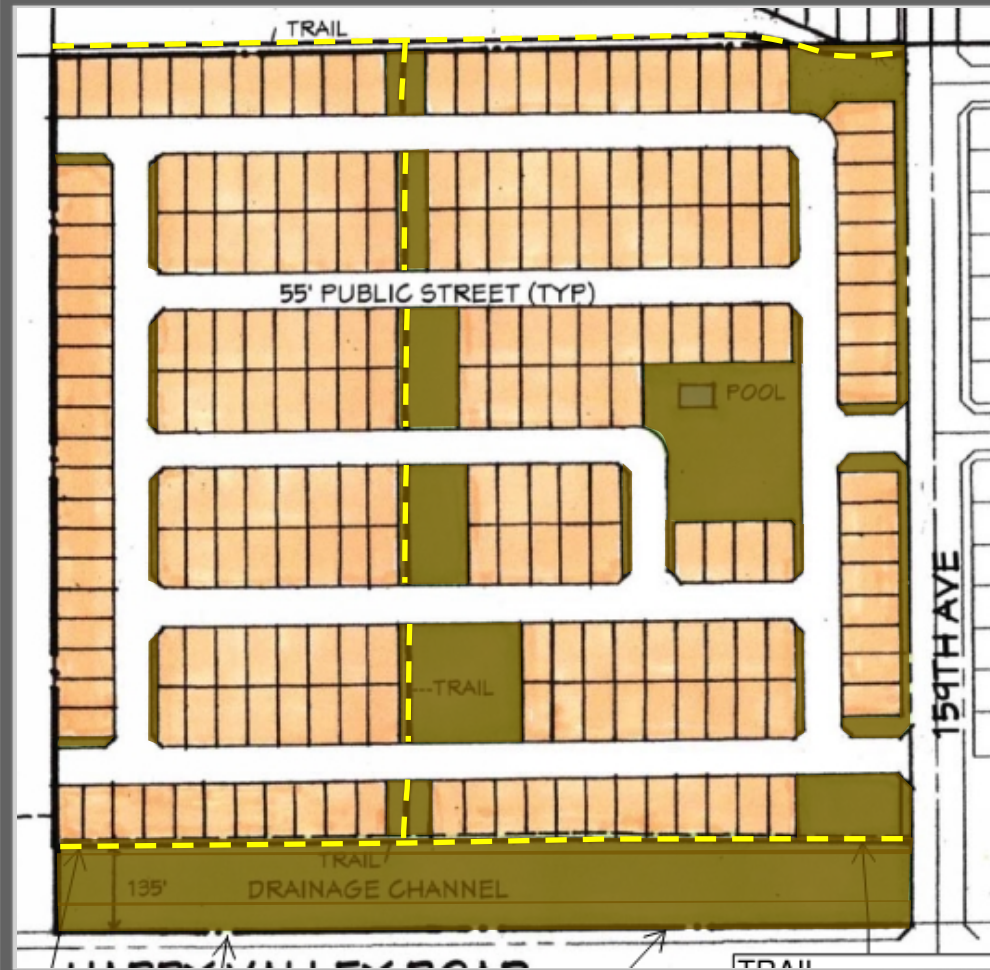
Reducing 3.5-acre turf field requirement:

- Equates to 3 football fields
- Out-of-scale with the community
- Turf area not quantified but dispersed throughout project
 - 1.25 acres

Keeping pool requirement

FS20-090 Conceptual Development Plan

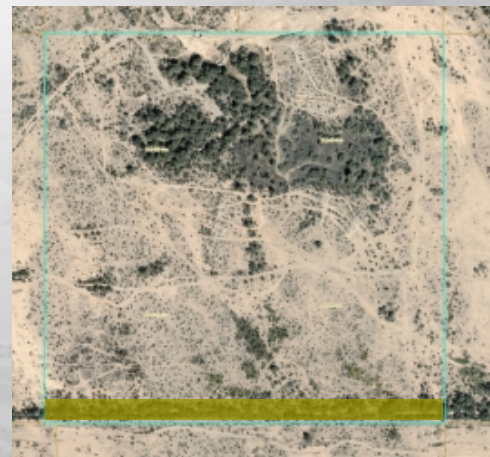
	AMENITY	REQUIRED	PROPOSED
TOT LOT	1 per 500 DU or portion thereof	1	✓
	Covered play area	1	✓
	Swing set	1	✓
	Benches	3	1
	Trash receptacles	2	1
	Drinking fountain	1	0
	Ramadas	2	1
	Picnic Tables	2	1
	BBQ Grills	2	1
REC FIELD	1 per 700 DU or portion thereof	1	✓
	Minimum 3.5 acres	3.5 acres	1.25 acres
SPORT COURT	1 per 300 DU or portion thereof	1	✓
	Tennis court or		
	Full-court B-Ball or	1	✓
	Sand V-Ball or Pickleball		
COMMUNITY POOL	1 if 60 DU or more	1	✓
	1 ramada	1	✓
	1 picnic table	1	✓
	1 trash receptacle	1	✓



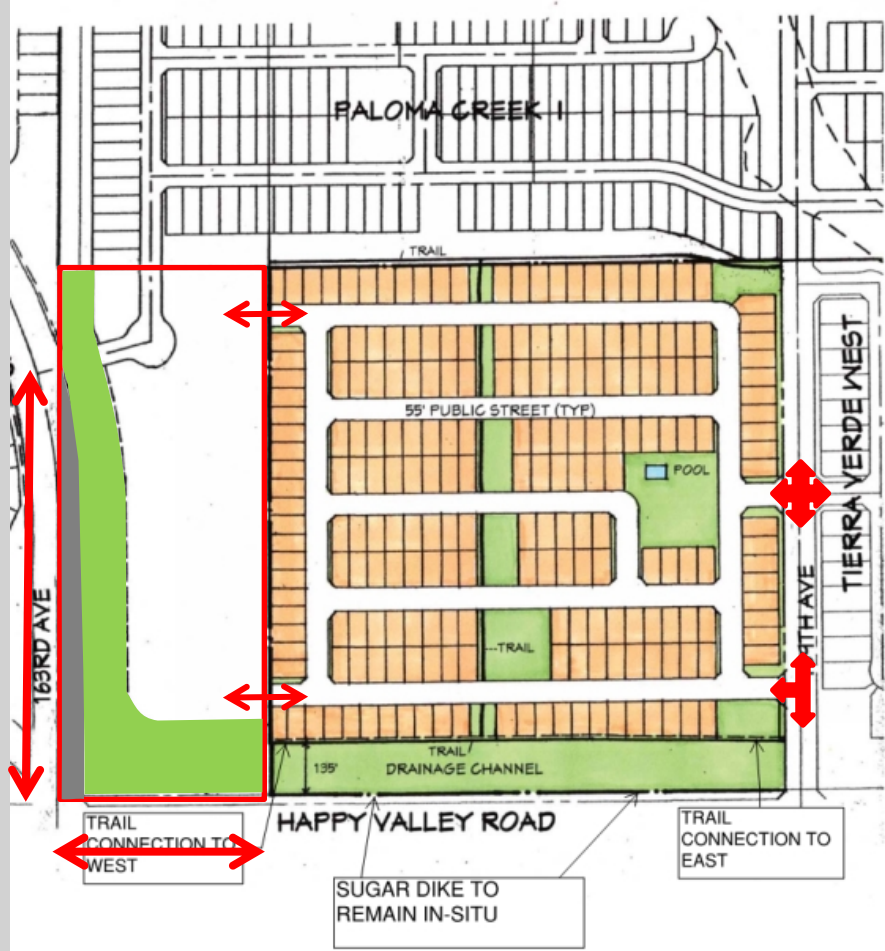
Open Space:

- 20% Required
- 25% Proposed

- | |
|----------------------------------|
| ☐ Active |
| ☐ Passive |
| ☐ Sugar Dike |
| ☐ Trails |



FS20-090 Open Space



FS20-090 Connectivity

Commission Recommendation:

Approve subject to stipulations 'a' through 'c'



QUESTIONS OR COMMENTS?

Thank You

ORDINANCE # 2020-30

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM RESIDENTIAL RANCH (RR) TO RESIDENTIAL MEDIUM DENSITY WITH A PLANNED UNIT DEVELOPMENT OVERLAY (RM-9 PUD) AMENDING DEVELOPMENT STANDARDS AND LIMITING RESIDENTIAL DENSITY TO 5.53 DWELLING UNITS PER ACRE FOR ELLEN RANCH, A PROPERTY GENERALLY LOCATED NORTH OF HAPPY VALLEY ROAD AND EAST OF 163RD 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 generally north of Happy Valley Road and east of 163rd Avenue;

WHEREAS, the subject site is currently zoned Residential Ranch (RR);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed Rezone to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) amending development standards and limiting residential density to 5.53 dwelling units per acre, satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, the subject property is located within the “Benefited Area” as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) between the City of Surprise and William Lyon Homes, Inc. as recorded with the Maricopa County Recorder’s Office on July 19, 2017 under 20170526362, MCR, as amended (“Rancho Mercado Supp. DA”);

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on September 17, 2020, the Planning and Zoning Commission recommended approval of the Ellen Ranch Rezone.

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 “Ellen Ranch” is rezoned from Residential Ranch (RR) to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD) amending development standards and limiting residential density to 5.53 dwelling units per acre, subject to the following stipulations:

- a. Development and use of the site shall be consistent with the rezone narrative entitled “Ellen Ranch Rezone”, prepared by Kent A. Xander and stamped received July 21, 2020.
- b. Prior to the City approving a final plat, site plan, or building permit within the property, the owner/applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc. that the HVE Buy-in Fee, the HVW Buy-in Fee, and the Water Buy-in Fee, all as described in the Rancho Mercado Supp. DA, have been paid.
- c. Non-compliance with the stipulations of approval of this rezone 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.

SIGNATURES TO FOLLOW ON NEXT PAGE

PASSED AND ADOPTED this _____ day of _____ 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR PROPERTY

EXHIBIT B
DEPICTION OF THE PROPERTY TO BE RE-ZONED

EXHIBIT "A"

DESCRIPTION

REZONE FROM RESIDENTIAL RANCH (RR) to RESIDENTIAL MEDIUM DENSITY with a PLANNED UNIT DEVELOPMENT OVERLAY (RM-9 PUD)

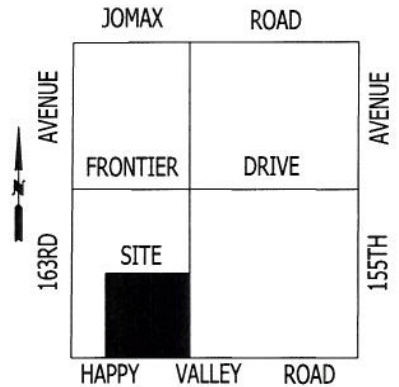
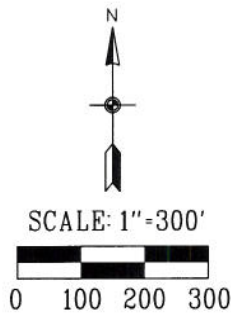
The Southeast Quarter of the Southwest Quarter of Section 6, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

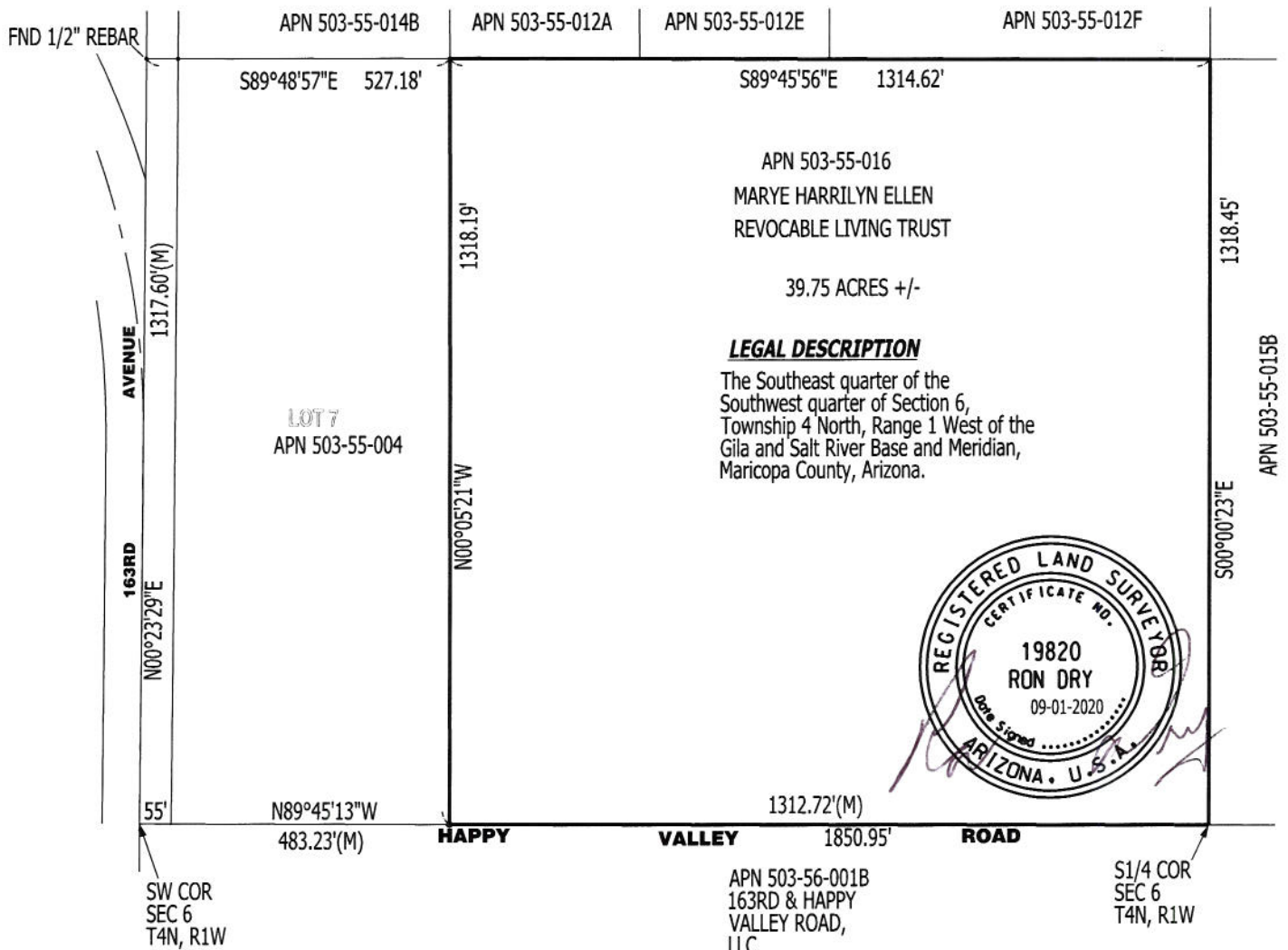
End of description



EXHIBIT "B"



VICINITY MAP
SECTION 6, T4N, R1W



REZONE FROM RESIDENTIAL RANCH (RR)
TO RESIDENTIAL MEDIUM DENSITY with
a PLANNED UNIT DEVELOPMENT
OVERLAY (RM-9 PUD)



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 20034

DRAWN BY RCD

DATE 09-01-2020

SHEET 1 OF 1



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 20, 2020
Submitting Department: Human Resources
Staff Recommendations: None

Contact Person: Lisa Angelini, DIRECTOR - HR
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Surprise Municipal Code, Chapter 3, Article I, Section 3-4 - *Equal Employment Opportunity*; Section 3-15 - *Categories of employment*; and Article VII, Section 3-71 - *Eligible employee groups*; Ordinance #2020-29.

Motion:

I move to approve Ordinance #2020-29.

Background:

the Human Resource Department is proposing updates to three Sections of Chapter 3 of the Surprise Municipal Code by this amendment.

Article I, Section 3-4 - Equal employment opportunity to expressly include the protected categories of sexual orientation and gender identity in accordance with a United States Supreme Court Decision in a trio of cases on June 15 of this year. It should be noted that this memorialization is consistent with the City of Surprise's longstanding practice of including these categories as protected against discrimination under Title VII of the Civil Rights Act.

Article I, Section 3-15 -Categories of employment to change the hours required for full-time and part-time work and also remove duration categories.

Article VII, Section 3-71 - Eligible employee groups to update recently changed job titles.

Objective Analysis:

As the Human Resources Department reviews and amends policy, updates to the Surprise Municipal code are also required. All of these amendments simply memorialize current City of Surprise practices and policies.

Policy Compliant:

This request for an update to the Surprise Municipal Code, Chapter 3 - Personnel is consistent with prior practices when recommending amendments.

Financial Impact:

There is no financial impact for these changes.

Budget Impact:

There is no budget impact for these changes.

FTE Impact:

There is no FTE impact for these changes.

ATTACHMENTS:

1. Chapter 3 Code Amendments 20.10.20
 2. 20.10.12 Ord 2020-29 Ch 3 Code Changes.rw(002)
-



Municipal Code Chapter 3 Amendments

Human Resources Department, October 20, 2020

Sec. 3-4 Equal employment opportunity

Item (a)

- Per the Supreme Court decision on June 15, 2020 updated protected categories to include ***sexual orientation*** and ***gender identity***

Sec. 3-15 Categories of employment

Item (b)(1) and Item (b)(2)

- Updated Full-time to be a position scheduled to work at least **40** hours per week on a regularly scheduled basis
- Updated Part-time to be a position scheduled to work less than **40** hours per week on a regularly scheduled basis

Item (c)

- Removed duration categories to only have regular and temporary employees

Sec. 3-71 Eligible employee groups

Item (a)(1)

- Updated job title changes to four public safety positions
 - police dispatcher, police dispatch supervisor, records specialist lead and records specialist



QUESTIONS OR COMMENTS?

Thank You

ORDINANCE # 2020-29

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 3, ARTICLE I, SECTION 3-4, *EQUAL EMPLOYMENT OPPORTUNITY*; CHAPTER 3, ARTICLE I, SECTION 3-15, *CATEGORIES OF EMPLOYMENT*; AND CHAPTER 3, ARTICLE VII, SECTION 3-71(a)(1), *ELIGIBLE EMPLOYEE GROUPS INCLUDING SEVERABILITY*; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, from time to time the Human Resources Department reviews the personnel portions of the Surprise City Code and identifies sections which would benefit from clarification or revision for various reasons;

WHEREAS, Chapter 3, Article I, section 3-4 of the Surprise Municipal Code pertaining to the Meet and Confer process was last revised in September of 2008, and would benefit from clarification and revision;

WHEREAS, Chapter 3, Article I, section 3-15 of the Surprise Municipal Code pertaining to the Meet and Confer process was last revised in November of 2019, and would benefit from clarification and revision; and

WHEREAS, Chapter 3, Article VII, section 3-71 of the Surprise Municipal Code pertaining to the Meet and Confer process was last revised in June of 2020, and would benefit from further clarification and revision;

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

Section 1. Chapter 3, Article I, Section 3-4 is hereby amended to read as follows:

Sec. 3-4. - Equal employment opportunity.

(a) The City of Surprise is an equal opportunity employer. No employee of the city shall discriminate against any employee or applicant for employment with regard to recruitment, application, testing, appointment, assignment, performance evaluation, training, working conditions, promotion, demotion, corrective action, lay-off, termination, retirement, or any other aspect of employment on the basis of race, color, creed, religion, sex, SEXUAL ORIENTATION, GENDER IDENTITY, national origin, age, or disability.

(b) RESERVED.

Section 2. Chapter 3, Article I, Section 3-15 is hereby amended as follows:

Sec. 3-15. - Categories of employment.

(a) Employment categories. All employment positions with the city fall into one of the following defined employment categories:

(1) Appointed officials. Positions whose incumbents are appointed by and serve pursuant to the terms of an employment contract with the mayor and city council, or positions for which the appointment power has been delegated to the city manager pursuant to section 2-100 of this Code. Appointed officials include:

- a. City manager;
- b. City attorney;
- c. City clerk;
- d. Presiding judge;
- e. Associate judges.

(2) Nonclassified employees. Employee positions not included in the classified service are nonclassified employees. Persons in nonclassified positions are at-will employees and serve at the discretion of their hiring official. Nonclassified positions include:

- a. Assistant and deputy city managers;
- b. ~~Executive administrative assistants~~ SENIOR ADMINISTRATIVE SPECIALISTS;
- c. All employees in the office of the city manager;
- d. All department director/assistant department director positions;
- e. All ~~division and~~ other manager positions;
- f. All employees in the city attorney's office/legal department;
- g. Classified employees in their introductory period of employment;
- h. All employees meeting the definition of supervisor per city policy;
- i. Fire and police ~~cadets~~ RECRUITS; and

- j. ~~Part-time, intermittent, OR temporary, seasonal, and intern employees;~~
- k. All employees in the mayor or council office;
- l. All employees in the human resources department;-
- m. All employees in the information technology department
- n. All employees in the office of the city clerk.

(3) Classified employees. Employee positions with the city other than those designated as nonclassified or appointed officials are classified employees.

(b) Scheduling categories. All employment positions with the city fall into one of the following defined scheduling categories:

(1) Full-time. A position scheduled to work at least ~~32~~ 40 hours per week on a regularly scheduled basis.

(2) Part-time. A position scheduled to work less than ~~32~~ 40 hours per week on a regularly scheduled basis.

(c) Duration categories. All employment positions with the city fall into one of the following defined duration categories:

(1) Regular—A position requiring a regular schedule of at least 26 bi-weekly pay periods (27 in certain years) in a calendar year.

(2) Temporary—A position in which an employee works on a full or part-time basis for a fixed period of time-.

~~(3)—Seasonal—A position requiring a full or part time schedule for a portion of a calendar year performing work limited to a specific season or period of the year.~~

~~(4)—Intermittent—A position requiring a full or part time schedule on a recurring, noncontinuous basis.~~

~~(5)—Intern—A position requiring a full-time schedule which is related to the course of study of a student who is currently enrolled at a recognized post-secondary educational institution. Such employment is limited in duration as specified in advance and for the purpose of working on a specific project(s) or task(s) generally related to the education program.~~

Section 3. Chapter 3, Article VII, Section 3-71(a)(1) is hereby amended as follows:

Sec. 3-71. - Eligible employee groups.

(a) Employee groups eligible for representation.

(1) Police officers in classifications up to and including sergeants, police transportation officers, records supervisor, RECORDS SPECIALIST LEAD, records ~~technicians~~ SPECIALIST, community services officers, property and evidence supervisor and technicians, ~~public safety communications supervisors and officers~~ POLICE DISPATCH SUPERVISOR, POLICE DISPATCHER, police animal control officers and other non-supervisory civilian support staff (i.e. administrative assistants, analysts, etc.) working within the police department.

Section 4. All other Sections and subsections of Chapter 3, Articles and VII of the City of Surprise Municipal Code not expressly amended herein will remain unchanged and in full force and effect.

Section 5. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 7. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 20, 2020
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Consideration and action pertaining to an amendment to the Surprise Municipal Code, Sections 2-297 and 298, pertaining to televising the Veterans, Disability, and Human Services Commission and Public Safety Personnel Retirement System Local Boards regular meetings; Ordinance # 2020-35.

Motion:

I move to approve Ordinance # 2020-35.

Background:

At the October 6, 2020, regular City Council meeting, Mayor Hall requested that the legal department present to council an amendment to the code to codify the televising of meetings of the Veterans, Disability, and Human Services Commission and PSPRS Local Boards.

Currently, the Planning and Zoning Commission is the only board or commission, pursuant to code, which must be televised. However, historically, the Veterans, Disability, and Human Services Commission's meetings have also been televised. This practice pre-dates the current Commission and harkens back to its previous iteration as the Disability Advisory Commission.

Similarly, the Local PSPRS Board meetings have been televised for the majority of 2020.

This Ordinance will codify the current practice and memorialize council's directive that these two body's meetings be televised.

Objective Analysis:

The Surprise Municipal Code memorializes the powers, duties, and meeting procedures for the City's boards and commissions. It is the appropriate location to memorialize whether or not a specific board or commission will be televised. By codifying this decision of council, it will formalize the practice and not leave it up to staff interpretation or other circumstances.

Policy Compliant:

This ordinance is consistent with the City's policy and practice of formally memorializing the procedures relevant to city boards and commissions in Chapter 2 of the Surprise Municipal Code.

Financial Impact:

None.

Budget Impact:

None.

FTE Impact:

None.

ATTACHMENTS:

1. 20.10.12 Ord 2020-35

ORDINANCE # 2020-35

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING SURPRISE MUNICIPAL CODE, CHAPTER 2, ARTICLE VIII, SECTIONS 2-297 AND 2-298, *PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM LOCAL BOARD AND VETERANS, DISABILITY AND HUMAN SERVICES COMMISSION*, RESPECTIVELY, TO ALLOW FOR TELEVISED MEETINGS; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, Chapter 2, Articles VIII of the City Code pertaining to Public Safety Personnel Retirement System Local Boards and the Veterans, Disability & Human Services Commission were last revised in 2014 and 2018, respectively;

WHEREAS, the City aspires to conduct a review, from time to time, of the City Code and update or revise any provisions which have been identified as needing clarity or revisions deemed necessary for various reasons; and

WHEREAS, City Council has determined it desirable to televise, and officially memorialize the practice of televising, the meetings of the Veterans, Disability and Human Services Commission and the Public Safety Personnel Retirement System local boards.

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

Section 1. Chapter 2, Article VIII, Section 2-297 of the Surprise Municipal Code is hereby amended by adding subsection (g) which will read as follows:

(g) All regular meetings of the Public Safety Personnel Retirement System local boards will be televised when reasonably feasible.

Section 2. Chapter 2, Article VIII, Section 2-298 of the Surprise Municipal Code is hereby amended by adding subsection (d)(8) which will read as follows:

(8) All regular meetings of the Veterans, Disability, and Human Services Commission will be televised when reasonably feasible.

Section 3. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for

any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 5. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney