

CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, December 1, 2020 @ 6:00 PM
COUNCIL CHAMBERS



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

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

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. Employee Appreciation Update

F. City Clerk Report

G. Call To The Public

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|--|--------------------------------------|
| 2. | Citywide | Consideration and action on the minutes of Regular City Council Work Session and the Regular City Council Meeting and Executive Session of November 17, 2020. | None
Sherry Aguilar
City Clerk |
| 3. | Citywide | Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment reallocating appropriations of \$1,500 from Contingency within the Grants Fund to Project G31057 FY21 Walmart Community Grant for the Explorer Post Program; Resolution 2020-148. | None
Terry Young
Police |
| 4. | District 5 | Consideration and action pertaining to approval of an amendment to the Joint Agency Agreement No. 1061 with the Maricopa Association of Governments for the reimbursement for geometric safety improvements at Litchfield Road and Bell Road; Resolution # 2020-132. | None
Mike Gent
Public Works |
| 5. | District 3 | Consideration and action pertaining to the conditional acceptance of certain streets and public utility improvements at Prasada Phase 1B Lot 3, generally located at W. Waddell Road and N. Prasada Parkway; Resolution # 2020-153. | None
Mike Gent
Public Works |
| 6. | Citywide | Consideration and action pertaining to approval of the One Arizona Opioid Settlement Memorandum of Understanding. | Robert Wingo
Legal |

- | | | | |
|----|------------|--|---|
| 7. | District 1 | Consideration and action pertaining to approval of the Amended and Restated Asante Water Development Agreement to include construction costs for the expansion related to the City's obligation for the Desert Oasis arsenic treatment plant capacity; Resolution # 2020-69. | None

Lee Lambert
Water Resource
Management |
| 8. | District 1 | Consideration and action pertaining to the approval of the Final Plat entitled, "North Copper Canyon Village – Parcel 1.2" and an associated Alternative Assurance Agreement, for an approximately 42.84 acre property generally located on the northern corner of Deer Valley Road and Williams Road in the North Copper Canyon PAD; Case FS20-340. | None

Hobart Wingard
Community
Development |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|----|------------|---|--|
| 9. | District 3 | Consideration and action pertaining to the approval of a Revised Preliminary Plat entitled "Unit Q - Phase 2 - Toll at Prasada" an approximately 81.8 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue. | None

Robert Kuhfuss
Community
Development |
|----|------------|---|--|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- 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

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: November 25, 2020 at 12:10 PM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 1, 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: December 1, 2020
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Internal

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

Agenda Wording:

Employee Appreciation Update

Motion:

N/A

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 1, 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 the Regular City Council Meeting and Executive Session of November 17, 2020.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 1117 WORK SESSION
 2. 11172020 REG
-

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

Tuesday, November 17, 2020 @ 4:30PM

Call To Order

Roll Call

Mayor Hall called to order the Regular City Council Work Session of November 17, 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, Hastings and Remley.

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

Pledge of Allegiance

Call To The Public

Regular City Council Work Session Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion regarding the Planning and Engineering Design Standards associated with the proposed Land Development Ordinances - NO ACTION

City Planner, Joshua Mike gave a powerpoint presentation regarding this item. Mr. Mike explained in detail all of the proposed changes including Chapter 107 - Design Requirements and Planning & Zoning Engineering Development Standards. The goal is to have all documents in one document.

Council Comments/Questions:

Mayor Hall commented on the topic of water conservation that either we are a

water smart City or we are not, this is where we need to put the money where our mouth is. Aren't we going to have a Demonstration Garden here at City Hall?

Correct just to the side of West Valley Arts HQ.

Vice-Mayor Judd asked for clarification on buying a new home and had rock but decided later to go with turf, would this be prohibited?

Mr. Mike commented no not through the City Code, but through the review of home products through the landscape package.

On the topic of enhanced entry ways, Councilmember Remley commented on these provisions for multi use buildings such as apartment complexes.

Vice-Mayor Judd asked about the wildlife corridors, what kind of buffering do we have mandated? Do we have a policy on this? Are Game and Fish being involved in discussions on the topic of Environmentally Sensitive Lands be included in this document?

Mr. Mike explained what the timeline was for this project and how this will coordinate with the General Plan.

Mayor Hall commented that we really looked at the developments in the west valley adjust their designs to preserve the wildlife corridors.

Councilmember Remley expressed concern about not seeing a clear definition of the recommended types of plants to conserve water in the landscape designs. He further commented that some of our new businesses have too many plants because it is outlined in the policies.

Mr. Mike gave an explanation of the policy then led into next steps.

Councilmember Duffy asked for clarification on turf, is there an option for artificial grass? Does this need to go through the HOA? What are the options?

Mayor Hall agreed with Councilmember Duffy and commented that there is a section in Sun Village at the entrance that is artificial turf, it is high quality so you wouldn't know. Also, the Department of Water mandated that Sun City Grand cut down on the amount of grass in the golf courses, this has been an option for them too.

Adjournment

Council Member Remley made the motion to adjourn the Regular City Council Work Session of November 17, 2020 at 5:15 PM. Council Member Winters 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 Work Session of **Tuesday, November 17, 2020**.

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, November 17, 2020 @ 6:00PM

Call To Order

Invocation

Led by Shawna Daigle.

Roll Call

Mayor Hall called to order the Regular City Council Meeting of November 17, 2020 at 6:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Judd, Council Members; Winters, Duffy, Hayden, Hastings and Remley.

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

Pledge of Allegiance

Proclamation and Community Acknowledgements

City Manager Report

Emergency Management, Tracy Montgomery gave a brief status report on COVID 19. The numbers have doubled recently. We are starting to spike again. Reviewed Maricopa County Cases. We are more concerned than from the summer cases, we also have the flu season, which will overwhelm the hospitals.

Council Member Winters - inquired about the cost to the residents.

We may have to provide insurance cards to send to the insurance companies. Will be free to everyone.

Council Member Remley - Thanked Tracy Montgomery for the presentation.

City Clerk Report

1. City Clerk Aguilar will perform a Ceremonial Oath of Office for incoming new Councilmember, Jack Hastings.

Council Member Hastings made a statement of thanks to everyone for their support.

Call To The Public

2. THIS ITEM RESERVED

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Duffy made the motion to approve the consent agenda. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

3. Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of November 2, 2020 - APPROVED

4. Consideration and action pertaining to approval or disapproval of the Final Plat entitled, "A Replat of Lot 1 of the 'Replat of Lot 1 of the Final Plat for Sierra Montana Crossing' " an approximately 5.06 acre property generally located on the southwestern corner of Greenway Road and Cotton Lane - APPROVED

5. Consideration and action pertaining to acceptance of a Special Warranty Deed for a water campus from Rancho Mercado Community Association - APPROVED

6. Consideration and action pertaining to acceptance of a Quit Claim Deed for Right of Way, two Municipal Use Easements, a Temporary Drainage Easement, and a Temporary Construction License from Suburban Land Reserve INC, for the purpose of facilitating roadway improvements along Greenway Road between the Loop 303 and Sarival Road - APPROVED

7. Consideration and action pertaining to approval of the Final Plat entitled, "Ryder Ranch Final Plat" generally located on the southwest corner of Cotton Lane and Sweetwater Avenue within the Ryder Ranch Planned Unit Development ("PUD"); Case FS19-364 - APPROVED

8. Consideration and action declaring the City's intent to enlarge the lighting improvement district entitled, "The City of Surprise, Arizona, SU-Rancho Mercado North 181" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2020-99 - APPROVED

9. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$71,500 from the Grants Fund to the Ground Ambulance Service Fund to account for the agreement with the Centers for Medicare and Medicaid (CMS) for the Emergency Triage, Treat and Transport (ET3) Program; Resolution #2020-145 - APPROVED

10. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$132,400 within the Grants Fund, and \$20,400 within the General Fund, to account for a grant award in the amount of \$443,899 from the Arizona Department of Public Safety Victims of Crime Act (VOCA) Assistance Grant Program; Resolution # 2020-133 - APPROVED

11. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$92,000 to account for additional grant funding for the Congregate Meal program; Resolution #2020-149 - APPROVED

12. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$4,000 within the Grants Fund and authorizing acceptance of a grant award from the AZ Governor's Office of Highway Safety (GOHS) for overtime to enforce seatbelt and child passenger safety laws as part of the 2020 Buckle Up AZ (Click It or Ticket) seatbelt enforcement campaign; Resolution #2020-152 - APPROVED

13. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$3,300 within the Transportation Improvement Fund and Contract Awarding Authority List to account for an Intergovernmental Agreement with the

Maricopa County Department of Transportation (MCDOT); Resolution # 2020-151 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

14. Consideration and action declaring as a public record the proposed amendments to the City of Surprise Municipal Code related to Transaction Privilege Tax; Resolution # 2020-144 - APPROVED

Finance Director, Andrea Davis reported on the proposed amendments. This is not changing any tax rates or categories. She also reported on item #15.

No public comments were made.

Council Member Winters made the motion to approve Resolution 2020-144. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

15. Consideration and action pertaining to adoption of amendments to the City of Surprise Municipal Code related to Transaction Privilege Tax; Ordinance # 2020-26 - APPROVED

No public comments were made.

Vice Mayor Judd made the motion to approve Ordinance 2020-26. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

16. Consideration and action pertaining to approval of a rezone for the Enclave at Paloma Creek, an approximately 5 acre property generally located south of the Frontier Road and west of the 155th Ave alignments, 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 4.01 dwelling units per acre; Ordinance # 2020-36 - APPROVED

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

Council Member Winters asked if this is a rezone of an existing development?

Mr. Kuhfuss - Adjacent piece outside of Paloma.

Ken Zander, development group, we only rezone Paloma Creek, we have

been trying to buy adjacent parcels, same zoning and same lot sizes, and the same HOA.

Council Member Remley asked for clarification on stipulations. The developer clarified.

Council Member Remley also asked about green space area.

Council Member Hastings asked what percentage will be passive and active?

Mr. Kuhfuss - Usable open space, have not plotted this project yet.

Council Member Winters made the motion to approve Ordinance 2020-36. Vice Mayor Judd seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

17. Consideration and action pertaining to approval of the SPA 2 East Water, Water Recharge and Wastewater Development Agreement with Paloma Creek Water Coordinator, LLC; Resolution # 2020-141 - APPROVED

Mike Boule gave a powerpoint presentation.

Council Member Winters asked about Rancho Mercado Development Agreement and how it compares.

Mayor Hall - I really appreciate everything staff has done on this project.

Council Member Winters made to approve Resolution 2020-141. Council Member Remley seconded the motion. Seven yes votes, motion carried.

18. Consideration and action pertaining to conditional approval of the Final Plat entitled, "Rancho Del Rey" an approximately 24.94 acre property generally located north of Happy Valley Road and east of 145th Avenue; Resolution # 2020-146 - APPROVED

Lloyd Abrams gave a powerpoint presentation on this item.

Vice Mayor Judd - will this Resolution expire? What happens if project is not

complete?

City Attorney Wingo commented that staff would bring back the plat to make changes if necessary.

Council Member Remley - the buy-in you are referring to.

Mayor Hall, will this PAD line up with the project next to this?

Council Member Winters made the motion to approve Resolution 2020-146. Vice Mayor Judd seconded the motion. Seven yes votes, motion carried.

19. Consideration and action pertaining to approval of an amendment to Chapter 34 of the Surprise Municipal Code (SMC) by adding Article VIII Recreational Marijuana, prohibitions on marijuana on or in city property, open spaces, and public property; and prohibiting marijuana establishments and testing facilities; Ordinance # 2020-37 - APPROVED WITH AMENDMENTS

City Attorney Wingo gave a detailed presentation on this item.

Mr. Wingo suggested amendments to various parts of the ordinance.

Council Member Remley commented that we discussed this at a work session before the election. We are elected officials, I want our Council to know, every precinct except one approved this initiative by a wide margin.

Mayor Hall - commented that many of the precincts are not in agreement, some as high as 70% against the prop.

Council Member Remley asked that this item be continued to the next meeting so we have time to evaluate.

Vice Mayor Judd - To be clear, if someone opens medical marijuana, they can sell recreational from the same location?

Mr. Wingo - Yes correct.

Vice Mayor Judd - My concern is the possession part of the ordinance.

Mr. Wingo clarified the definition of possession.

Council Member Hastings - Yes the voters approved Prop 207, part of it authorizes jurisdictions to regulate this. There is a difference in medical vs. recreational marijuana, THC levels are different. Our youth is getting access to this stuff. Being a high school teacher, I am seeing this. I think this is the right call.

Council Member Winters - Concerned the possession definition. Gave an example if someone buys and are walking home, is he violating the law?

Mr. Wingo commented that it depends as it is currently drafted.

Council Member Remley - at the time we talked about this at the work session we had issues with an applicant that we turned down from, our current ordinance was not clear.

Vice Mayor Judd - follow up questions on the potency of marijuana. Does it dictate that medical is the same as recreational?

Council Member Hastings - added that the research that I was doing showed that recreational typically contains 200 times more THC than medical. There is no official bench mark.

City Attorney Wingo commented that he would like the three amendments on the record.

1st Amendment - Definition "Marijuana Establishment" means an entity licensed by the Department to operate "any" of the following not all of the following.

2nd Amendment - Sec. 34-304 Marijuana Establishment Prohibited.

To the fullest extent allowable by law, the operation of a marijuana establishment is prohibited in the City, except where authorized for a dual licensee who:

1. operates both a nonprofit medical marijuana dispensary and marijuana establishment cooperatively in a shared location; and
2. has not forfeited or terminated the nonprofit medical marijuana dispensary registration from the Department.

3rd Amendment - Sec. 34-303 Marijuana Prohibited on Public Property.

A. To the fullest extent allowable by law, it is unlawful to:

1. (strike possess) smoke, consume, sell or distribute, store, cultivate, manufacture, or produce marijuana or marijuana products on or in property that is occupied, owned, controlled, or operated by the City. The remainder of this section will remain the same.

Vice Mayor Judd made the motion to approve Ordinance 2020-37 as amended. Council Member Hastings seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

Council Member Hayden - Work Session regarding Vaping/Tobacco Use

Council Member Hastings - COVID Updates - City Manager Report

City Council Reports

Mayor/Council attended and/or commented on the following:

Council Member Hayden - Opening beauty parlor, grand opening of Sweet Beauty

Council Member Winters - Welcomed Hastings to the Council; Thanksgiving, different than last year, but remember to stick with quarantining.

Council Member Hastings - Busy 2 weeks, swearing in on Nov. 3rd; met with each Councilmembers; met with department directors; 2nd Saturday of each month, Chef Peter Bistro; Virtual meetings Facebook Live.

Council Member Remley - Different Thanksgiving coming up, please stay safe, observe distancing, no large groups, hope as a nation, we can learn to work together as well as this Council does. Work together.

Council Member Duffy - Happy Thanksgiving to everyone and be safe.

Mayor Hall - Surprise Police Department great reviews, multi-year process, National Accreditation through CALEA, Surprise 4th Re-Accreditation since 2007. Online Veteran's Tribute, residents assisted with signs along Bullard Avenue.

Council Member Winters made the motion to recess the Regular City Council Meeting and enter into executive session at 7:47 PM. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

Executive Session

20. Consideration and action to recess into executive session for discussion and consultation with the City Attorney for legal advice, and to consider and instruct the City Attorney regarding the City Council's position pertaining to opioid litigation pursuant to A.R.S. 38-431.03(A)(3) and (4).

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Meeting of November 17, 2020 at 8:28 PM. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, November 17, 2020.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 1, 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

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment reallocating appropriations of \$1,500 from Contingency within the Grants Fund to Project G31057 FY21 Walmart Community Grant for the Explorer Post Program; Resolution 2020-148.

Motion:

I move to approve Resolution #2020-148.

Background:

The City of Surprise Police Department applied for, and was awarded a grant in the amount of \$1,500 for uniforms, duty gear, equipment, travel and training for the Police Department Explorers Program.

Objective Analysis:

The grant will provide funding for uniforms, duty gear, equipment, travel and training for the Police Explorer Program. 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 is a one-time grant award. This action will allow for the acceptance of \$1,500 in grant funding from Walmart to provide uniforms, duty gear, equipment, travel and training for the Police Department's Explorer Program. There is no city-match requirement.

Budget Impact:

This grant was not included as part of the FY2021 budget. Acceptance of this grant will amend the budget by reallocating appropriations in the amount of \$1,500 from Contingency within the Grants Fund to Project G31057 FY21 Walmart Community Grant #4955 to provide uniforms, duty gear, equipment, travel and training for the Police Explorers Programs. 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 staffing levels.

ATTACHMENTS:

1. Walmart #4955 Grant
 2. Resolution 2020-148 Walmart Grant for Police Explorers (final)
 3. Walmart Award
-

-----Original Message-----

From: cgadmin@cybergrants.com <cgadmin@cybergrants.com>

Sent: Saturday, October 10, 2020 5:21 PM

To: Joshua Otterman <Joshua.Otterman@surpriseaz.gov>

Subject: Walmart Facility# 4955 Community Grant Request Status: Request ID 64180621

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 # 4955 has recommended your Community Grant application, Request ID 64180621, 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 # 65134839

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/193545213

RESOLUTION # 2020-148

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 G31057 FY21 WALMART COMMUNITY GRANT FOR THE EXPLORER POST PROGRAM.

WHEREAS, Walmart has awarded the City of Surprise a grant in the amount of \$1,500 for the Surprise Police Department to fund any of the needs or expenses of the Surprise Police Department Explorer Post;

WHEREAS, the City desires to accept grant funding in the amount of \$1,500 to use for uniforms, equipment, travel and training for the Police Explorer Post;

WHEREAS, the funding will assist the City of Surprise Police Department in providing an excellent learning experience about police work to the cadets in the Explorer Post program;

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, City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

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

Section 1. The City is hereby authorized to accept a grant in the amount of \$1,500 from Walmart for the City of Surprise Police Department to use to pay for expenses incurred while presenting the Police Explorer Post program.

Section 2. 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 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.

APPROVED AND ADOPTED this ____ day of November, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-148

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$1,500 from Contingency within the Grants Fund to FY21 Walmart Community Grant #4955 within the Grants Fund to cover the projected expenditures associated with uniforms, equipment, and travel and training costs for the Surprise Police Department Explorer Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

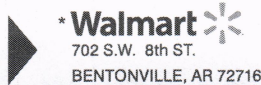
Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31057 FY21 WalMart Community Grant #4955	E	-	1,500	1,500
Grants	Police	#G31057 FY21 WalMart Community Grant #4955	R	-	1,500	1,500
Grants/Contingency	General Operations	Contingency	E	18,198,100	(1,500)	18,196,600
Grants/Contingency	General Operations	Other	R	25,552,300	(1,500)	25,550,800
Expense Total				18,198,100	-	18,198,100
Revenue Total				25,552,300	-	25,552,300

Walmart
702 S.W. 8th Street
Bentonville, AR 72716

CITY OF SURPRISE POLICE DEPARTMENT
14250 W STATLER PLAZA 103
SURPRISE AZ 85374



IN PAYMENT
OF INVOICES TO



*** INCLUDES**

AIDCO
SAM'S CLUB
BUD'S OUTLET STORES
CMA+USA

NORTH ARKANSAS WHOLESALE CO., INC.
BEAVER LAKE AVIATION, INC.
PHILLIPS COMPANIES, INC.
WAL*MART PHARMACY OF MICHIGAN, INC.
WAL*MART PUERTO RICO, INC.

CHECK DATE: 10-14-20

CHECK NUMBER: 0783333

DATE	INVOICE NUMBER	STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	GROSS AMOUNT	DISCOUNT/ ALLOWANCES	NET AMOUNT
10 12 20	65134839	05-09000	94636192		1500.00	0.00	1500.00

VENDOR: /9999999975 CITY OF SURPRISE POLICE DEPARTMENT

1500.00

0.00

1500.00

* VENDOR: Deduction codes are described on the reverse side of this statement

↓ DETACH AT PERFORATION ↓

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW



702 S.W 8th St. BENTONVILLE, AR 72716



WELLS FARGO BANK, N.A. 66-156
CHARLOTTE, NC 28288-0013 531

NON-NEGOTIABLE AFTER 180 DAYS
0783333

Vendor Number	Check Date	Check Number
9999999975	10-14-20	0783333

PAY
ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

DOLLARS	CENTS
*****1,500.00	
NET AMOUNT OF CHECK	

TO THE CITY OF SURPRISE POLICE DEPARTMENT
ORDER 14250 W STATLER PLAZA 103
OF SURPRISE AZ 85374

WALMART, INC.

Treasurer



⑈0783333⑈ ⑆053101561⑆ 2079900136854⑈



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 1, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 5

Consent: No	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 Joint Agency Agreement No. 1061 with the Maricopa Association of Governments for the reimbursement for geometric safety improvements at Litchfield Road and Bell Road; Resolution # 2020-132.

Motion:

I move to approve Resolution # 2020-132.

Background:

MAG is the regional planning agency for Maricopa County and has approved a comprehensive, performance based, multimodal MAG 2040 Regional Transportation Plan (RTP). The Regional Roadway Safety Improvement Program (RSP) is a component of the RTP that includes safety improvements. Funds for the RSP are administered by the Arizona Department of Transportation (ADOT) through its Highway User Revenue Funds (HURF) sub-account for local agency streets designated collector or above, and through allocations of Surface Transportation Block Grant (STBG) Funds that are allocated to the MAG region and administered by ADOT. The RSP includes a safety improvement project on Bell Road at Litchfield Road intersection. This amendment to the Joint Agency Agreement (JAA) with MAG is correcting an error in the reimbursement schedule. The reimbursement schedule now shows that the design of the project is being paid by the City of Surprise as the required match for the project. The design was completed in FY2020.

Objective Analysis:

The Litchfield Road and Bell Road intersection improvements design was funded and paid out of the FY2020 budget. This amended agreement will correct an error in the reimbursement schedule and will allow for the reimbursement of geometric safety improvements at Litchfield Road and Bell Road.

Policy Compliant:

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

Financial Impact:

This Amended Joint Agency Agreement (JAA) with MAG allows for the reimbursement to the city for geometric safety improvements associated with Project P42090: Bell & Litchfield Intersection. With the

approval of the amended Joint Agency Agreement (JAA) with MAG, the city is eligible to submit for reimbursement up to \$344,001.

Budget Impact:

P42090: Bell & Litchfield Intersection capital project was originally budgeted in FY2020 and carryforward appropriations were approved in the FY2021 Capital Improvement Plan. With the acceptance of the amendment to the JAA with MAG, the project expenses will be eligible for reimbursement up to \$344,001.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Resolution 2020-132
-

RESOLUTION # 2020-132

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 1 TO JOINT AGENCY AGREEMENT NO. 1061 BY AND BETWEEN THE CITY OF SURPRISE, ARIZONA AND THE MARICOPA ASSOCIATION OF GOVERNMENTS FOR THE MAG ROADWAY SAFETY PROGRAM.

WHEREAS, pursuant to Arizona Revised Statutes §11-951, *et seq.*, the City of Surprise has the authority to enter into joint agency agreements with other governmental entities for the purposes set forth therein;

WHEREAS, the Maricopa Association of Governments (“MAG”) is the regional planning agency for Maricopa County, Arizona and has approved a comprehensive, performance based, multimodal MAG 2040 Regional Transportation Plan (“RTP”). The Regional Roadway Safety Improvement Program (“RSP”) is a component of the RTP that includes safety improvements;

WHEREAS, the City and MAG previously entered into a joint agency agreement entitled “MAG Roadway Safety Program, Joint Agency Agreement No. 1061” (“Joint Agency Agreement”) to further the RTP and RSP;

WHEREAS, the RSP includes a safety improvement project on Bell Road at the Litchfield Road intersection in Surprise (“Project”);

WHEREAS, the City of Surprise FY2020 budget was adopted and included funding for a portion of the geometric improvements at Litchfield Road and Bell Road pursuant to the Joint Agency Agreement;

WHEREAS, the City and MAG desire to amend the Joint Agency Agreement to show the correct allocation of the funds budgeted by the City for the Project for design and construction;

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

Section 1. The Joint Agency Agreement with MAG for the reimbursement of geometric improvements at Litchfield Road and Bell Road in Surprise is hereby amended in the form attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to cause the execution of Amendment No. 1 to the Joint Agency Agreement attached hereto as Exhibit A and to take all steps necessary to carry out the purpose and intent of this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

MARICOPA ASSOCIATION OF GOVERNMENTS
ROADWAY SAFETY PROGRAM

AMENDMENT NO. 1 JOINT AGENCY AGREEMENT NO. 1061

MAG TIP Project # SUR20-870C, SUR19-870D
City of Surprise Capital Improvement Plan # P42090, T61800

This AMENDMENT is made and entered into effective as of September 21, 2020 (the “Effective Date”), by and between the Maricopa Association of Governments (“MAG”), and the City of Surprise (City). MAG and the City are sometimes referred to in this AMENDMENT collectively as the “Parties” and each individually as a “Party.”

RECITALS:

A. The Parties entered into a Joint Agency Agreement for the Regional Roadway Safety Improvement Program dated May 14, 2020. All capitalized terms used without definition in this AMENDMENT shall have the definitions ascribed to them in the Original Agreement, as modified by this AMENDMENT.

B. The Parties now desire to amend the Original Agreement upon the terms and conditions contained in this AMENDMENT.

AGREEMENTS:

NOW, THEREFORE, and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Original Agreement as follows (additions are in **bold** font, deletions are ~~struck out~~, two or more consecutive strike outs prior to a **bold** addition indicates prior amendments):

1. Reference Page No. 2

A. The regional reimbursement schedule for the Project are as follows:

Type of Work	Fiscal Year of Work	Reimbursement	Type of Reimbursement Funds	Fiscal Year for Reimbursement
Pre-Design	NA	NA	Local	NA
Design	2019	\$0 \$39,584.00	Local	NA
Right-of-Way	NA	NA	Local	NA
Procurement	NA	NA	HURF	NA
Construction	2020	\$383,585.00 344,001	HURF	2020
Total Programmed for Reimbursement		\$383,585.00 344,001		2020

2. Reference Page No. 3

- e. Be responsible for all Project costs in excess of the maximum amount of the RSP-MAG funds allocated for the Project in the amount of ~~\$383,585.00~~**344,001** (Allocated Funds). The amount of funds to be paid to the City pursuant to this Agreement will not exceed the Allocated Funds as included in the MAG approved Transportation Improvement Program (TIP). The allocated funds are expressed in Year of Expenditure dollar amounts, which will not be adjusted for inflation;

Reaffirmation of Original Agreement. Except as amended by this AMENDMENT, the Original Agreement shall remain in full force and effect. In the event of any conflict between this AMENDMENT and the Original Agreement, the terms of this AMENDMENT shall prevail.

Counterparts. This AMENDMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. If the Parties agree that this Amendment may be transmitted between them electronically, the Parties intend that the electronic signatures constitute original signatures and that an electronic Agreement containing the signatures (original or electronic) of all the Parties is binding upon the Parties.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT effective as of the Effective Date set forth above.

MAG:

Maricopa Association of Governments, an
Arizona non-profit Corporation

Date By: Eric Anderson
Executive Director

City of Surprise:

City of Surprise, an Arizona Municipal
Corporation

Date By: Mayor Skip Hall

ATTEST:

Sherry Aguilar, City of Surprise Clerk

Reviewed Approved as to form: Approved as to form:

By: _____ By: Robert Wingo,
MAG General Counsel Attorney for the City of Surprise



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 1, 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 the conditional acceptance of certain streets and public utility improvements at Prasada Phase 1B Lot 3, generally located at W. Waddell Road and N. Prasada Parkway; Resolution # 2020-153.

Motion:

I move to approve Resolution # 2020-153.

Background:

The Public Works Department conducted the final inspection of the public improvements for Prasada Phase 1B Lot 3, generally located at W. Waddell Road and N. Prasada Parkway on or about August 14th, 2020 totaling 18,151 SY (approximately 3,200 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

Acceptance of streets and sewer drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$2,254,843.32.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF and Wastewater Operations. 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 2020-153 Infra Accept -Prasada Ph 1B Lot 3-final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
-

RESOLUTION # 2020-153

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER ONE YEAR WARRANTY AT PRASADA PHASE 1B LOT 3, GENERALLY LOCATED AT W. WADDELL ROAD AND N. PRASADA PARKWAY.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Prasada – Phase 1B South" on, August 9th, 2007;

WHEREAS, Suburban Land Reserve, the owner of Prasada – Phase 1B South, dedicated to the City the street and public utility improvements, generally located at W. Eugene Terrace and N. Sarival Avenue;

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Prasada – Phase 1B North" on, September 25th, 2008;

WHEREAS, Suburban Land Reserve, the owner of Prasada – Phase 1B North, dedicated to the City the street and public utility improvements, generally located at W. Waddell Road and N. Sarival Avenue;

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Replat of Lot 3" on, August 6th, 2019;

WHEREAS, Westcor Surprise RSC, LLC, the developer and owner of Prasada – Phase 1B North, dedicated to the City the street and public utility improvements, generally located at W. Waddell Road and N. Prasada Parkway;

WHEREAS, on or about August 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.

APPROVED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

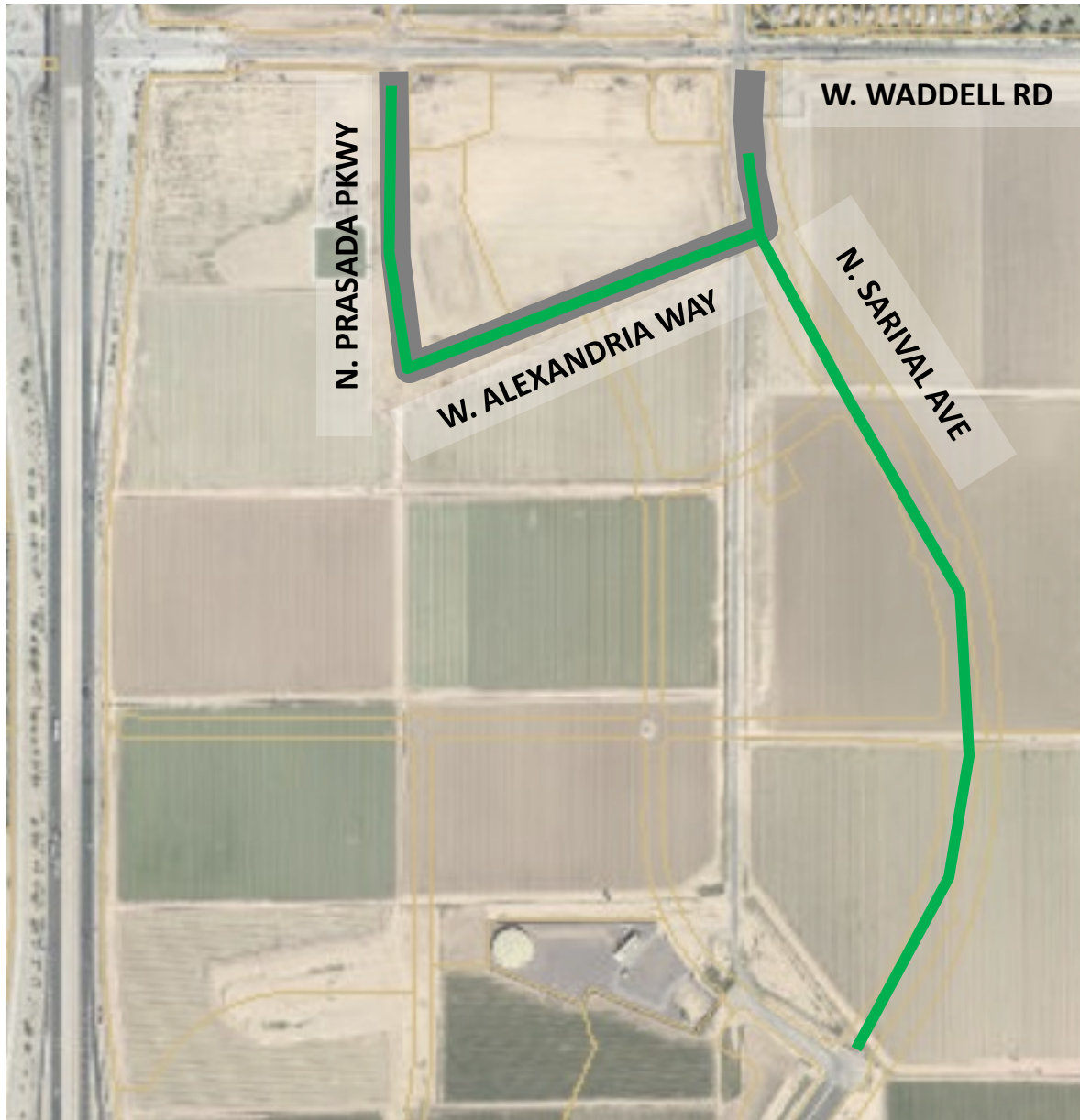
Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

PRASADA PHASE 1B NORTH PUBLIC IMPROVEMENTS



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- 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: 11/4/2020
Re: PRASADA PHASE 1B LOT 3

The public improvements for the above project have been completed and are tentatively scheduled for the December 1, 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: \$823,044.22
City Concrete: \$379,974.58
City Sewer: \$1,051,824.52

Total: \$2,254,843.32

August 20, 2020

Olsson Associates
7250 N 16 St., 210
Phoenix, AZ 85020

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR PRASADA RMS – FS19-307

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

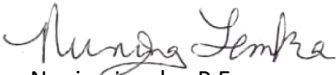
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of one (1) year; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

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

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

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

Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule - Water Resource Management



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 8/12/2020 _____ Commercial ☒ Commercial w/Offsite _____ Residential

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

8/10/2020 Date of Punch-List Walk 8/12/2020 Date Punch-List Completed

FS Number: FS19-307 Permit Number(s): E19P1029,1030,1035,1034,1032,1027

Project Name: Prasada RMS

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

DCS Contracting Inc

11525 E German Rd, Chandler AZ 85286

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Prasada PKWY	Collector	Waddell Rd	Alexander Way	2	1/4	Median
Alexander Way	Collector	Prasada PKWY	Sarival Rd	2	1/4	Median

MATERIALS:

Asphalt:	<u>SouthWest</u>	Supplier	<u>1/2</u>	Total Lane Miles	<u>4,624</u>	Total Square Yards
Water:	<u>8" PVC</u>	Size/Type	<u>463'</u>	Total LF	<u>6"PVC</u>	Size/Type
	<u>10" PVC</u>	Size/Type	<u>100'</u>	Total LF	<u>12" DIP</u>	Size/Type
Sewer:	<u>8" PVC</u>	Size/Type	<u>586'</u>	Total LF	<u>10" PVC</u>	Size/Type
	<u>12" PVC</u>	Size/Type	<u>1,140'</u>	Total LF	<u>15" PVC</u>	Size/Type
Storm:	<u>8X4 Box Culvert</u>	Size/Type	<u>30'</u>	Total LF	<u>18" RGRCP</u>	Size/Type
		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: 8/12/20

Civil Engineering Supervisor: Murray Jenke

Date: 08/14/2020



8/10/2020 Date of Punch-List Walk 8/12/2020 Date Punch-List Completed

11525 E German Rd, Chandler AZ 85286



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 1, 2020

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: Legal

District: Citywide

Staff Recommendations:

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

Consideration and action pertaining to approval of the One Arizona Opioid Settlement Memorandum of Understanding.

Motion:

I move to approve the One Arizona Opioid Settlement Memorandum of Understanding and authorize the Mayor to execute the same.

Background:

For the last year, there have been active discussions on a statewide level between the 15 Arizona Counties and the State Attorney General regarding how any opioid settlement funds will be allocated within the State of Arizona should the Attorney General reach a settlement with defendants in the Multi-District Litigation (MDL) pending in the Federal Court. The result of those negotiations is the attached Memorandum of Understanding (MOU) that has been signed by all 15 Arizona Counties.

Under the terms of the MOU, if 100% of Arizona cities participate, the majority of the funds (56%) of any settlement reached in the MDL would go to local governments (cities, towns, and counties), with the balance to the state. Under the allocation plan, the local governments' share is first distributed in a way that reflects the severity of the crisis within that area. The distribution formula accounts for severity by evaluating: (a) the number of persons suffering from Opioid Use Disorder; (b) the number of opioid overdose deaths; and (c) the amount of opioids distributed (measured in MMEs, or Morphine Milligram Equivalents).

Once the county-level distribution is determined, the allocation plan next uses historical governmental spending data, as reported to the US Census Bureau Survey of State and Local Government Finances, to determine the default allocation among the city and town governments within the county. Some of the funds will go to the county itself, and balance to the cities and towns within that county. As referenced above, the MOU contains built-in incentives for participation by all cities within the state.

Objective Analysis:

There have been no settlements yet. The proposed MOU establishes a framework for a majority allocation to local governments in the event a settlement is reached between the Arizona Attorney General and defendants in the MDL. The 56% to be allocated to local governments in Arizona is greater than similar agreements reached in states such as Ohio and Texas. Approval of the MOU does not obligate the City of Surprise to proceed with settlement now, but does preserve the City's right to partake in any potential settlements.

Policy Compliant:

The process of council consideration and approval of any agreement which may impact settlement of litigation is compliant with city policy and practice.

Financial Impact:

There is currently no settlement in the MDL. However, in the event of a settlement, approval of this MOU would preserve the City of Surprise's position to partake in a settlement and receive an allocation of monies per the allocation framework set forth in the MOU. Any settlement money received under said allocation must be used for specific purposes as outlined in the MOU to address and/or remedy past, or mitigate future, harm caused by the opioid crisis.

Budget Impact:

Approval of this MOU will not immediately impact the budget. In the event a settlement is reached in the MDL, approval of the MOU has the potential to result in an allocation of monies to the City of Surprise for addressing past and future harms caused by opioids in the Surprise community. At that time the budget would reflect approved expenditures of any settlement money as determined by City Council.

FTE Impact:

None.

ATTACHMENTS:

1. One AZ MOU - Executed (10.15.20)
-

ONE ARIZONA OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments enter into this One Arizona Opioid Settlement Memorandum of Understanding (“MOU”) to jointly approach Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- This MOU has been drafted collaboratively to maintain the Parties’ existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.
- Nothing in this MOU binds the Parties to a specific outcome. Any resolution under this MOU will require a subsequent acceptance by the State and the Participating Local Governments of a final opioid Settlement plan.
- Nothing in this MOU should alter or change the right of the State or any Participating Local Government to pursue its own claim. The intent of this MOU is to join the Parties to seek a Settlement or Settlements with one or more Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

3. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.
4. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate).
5. “Parties” shall mean the State and the Participating Local Governments.
6. “Pharmaceutical Supply Chain” shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
7. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
8. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments.
9. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a “Region” and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group (“Multicounty Region”). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.
2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.
3. In single-county Regions, that county’s health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the

lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State (“State Share”) and 56% to the Participating Local Governments (“LG Share”).¹
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition, as ultimately memorialized in a Settlement that becomes an order of the court. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. The LG Share will be distributed to each Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region amongst themselves in any manner they choose. If the county and its cities and towns cannot agree on how to allocate the funds, Exhibit C reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities and towns within it have made opioids-related expenditures in the past. If the county or any cities or towns within a Region do not sign on to this MOU and subsequent Settlement, and if the Participating Local Governments in the Region cannot agree on how to allocate the funds amongst themselves, they shall reallocate the funds proportionally amongst themselves by applying this same methodology to only the Participating Local Governments in the Region.

¹ This MOU assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the county in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust in a Qualified Settlement Fund (QSF) for the benefit of the State to be promptly distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Participating Local Governments through the Trustee, who shall hold the funds in trust in a QSF for the benefit of the Participating Local Governments to be promptly distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for: opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses, and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

D. Participation of Cities and Towns

1. By virtue of signing on to the MOU and Settlement, each Participating County will receive 60% of its available LG Share. The Participating County will receive up to an additional 40% of its available LG Share by securing the participation of its constituent cities and towns as signatories to this MOU and the Settlement. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.
2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any national Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a national Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.²
3. Any governmental entity that seeks attorneys’ fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement. In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney’s fees and costs fund (the “Backstop Fund”).
4. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 (“Litigating Participating Local Governments”). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the “Opioid Fee and Expense Committee”).
5. The Backstop Fund shall be funded as follows: From any national Settlement, the funds to be deposited in the Backstop Fund shall be 14.25% of the LG Share of each payment (annual or otherwise) to the State of Arizona for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government’s attorney’s fees and costs.
6. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
7. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsels’ representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

² This paragraph shall not apply to any Settlement with distributors McKesson, Amerisource Bergen, and Cardinal Health or manufacturer Johnson & Johnson.

F. Compliance Reporting and Accountability

1. The Trustee shall provide an up-to-date accounting of payments into or out of the trust and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. Out of the Opioid Funds, reasonable expenses up to 0.005% shall be paid to the Trustee.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition.
5. At least annually, each Region or Multicounty Region shall provide to the State a report detailing for the preceding time period (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State.
6. At least annually, the State shall publish on its website a report detailing for the preceding time period (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this MOU and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.
10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

F. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain

Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

G. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this agreement.

ACCEPTED by the undersigned and executed this _____ day of _____, 2020.

ARIZONA ATTORNEY GENERAL

Mark Brnovich

APACHE COUNTY

Michael B. Whiting

COCHISE COUNTY

Brian McIntyre

COCONINO COUNTY

Elizabeth C. Archuleta, Chair

GILA COUNTY

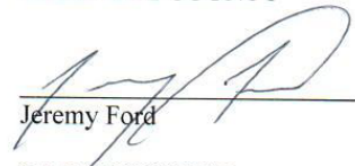
Bradley B. Beauchamp

Bradley B. Beauchamp

GRAHAM COUNTY


Kenny Angle

GREENLEE COUNTY


Jeremy Ford

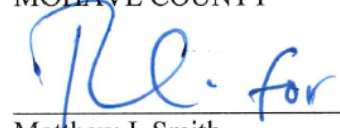
LA PAZ COUNTY


Tony Rogers

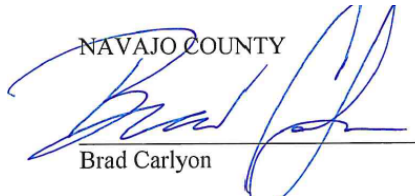
MARICOPA COUNTY


Allister Adel

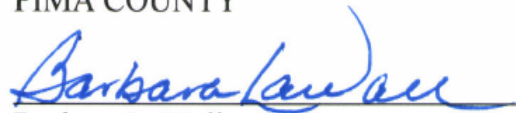
MOHAVE COUNTY


Matthew J. Smith

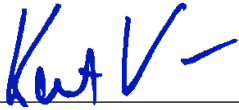
NAVAJO COUNTY


Brad Carlyon

PIMA COUNTY


Barbara LaWall

PINAL COUNTY



Kent Volkmer

SANTA CRUZ COUNTY



George Silva

YAVAPAI COUNTY



Sheila Polk

YUMA COUNTY



Jean R. Smin

APACHE COUNTY CITIES & TOWNS

EAGER TOWN

By: _____
Its: _____

SPRINGERVILLE TOWN

By: _____
Its: _____

ST JOHNS CITY

By: _____
Its: _____

COCHISE COUNTY CITIES & TOWNS

BENSON CITY

By: _____
Its: _____

BISBEE CITY

By: _____
Its: _____

DOUGLAS CITY

By: _____
Its: _____

HUACHUCA CITY TOWN

By: _____
Its: _____

SIERRA VISTA CITY

By: _____
Its: _____

TOMBSTONE CITY

By: _____
Its: _____

WILLCOX CITY

By: _____
Its: _____

COCONINO COUNTY CITIES & TOWNS

FLAGSTAFF CITY

By: _____
Its: _____

FREDONIA TOWN

By: _____
Its: _____

PAGE CITY

By: _____
Its: _____

SEDONA CITY

By: _____
Its: _____

TUSAYAN TOWN

By: _____
Its: _____

WILLIAMS CITY

By: _____
Its: _____

GILA COUNTY CITIES & TOWNS

GLOBE CITY

By: _____
Its: _____

HAYDEN TOWN

By: _____
Its: _____

MIAMI TOWN

By: _____
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PAYSON TOWN

By: _____
Its: _____

STAR VALLEY TOWN

By: _____
Its: _____

WINKELMAN TOWN

By: _____
Its: _____

GRAHAM COUNTY CITIES & TOWNS

PIMA TOWN

By: _____
Its: _____

SAFFORD CITY

By: _____
Its: _____

THATCHER TOWN

By: _____
Its: _____

GREENLEE COUNTY CITIES & TOWNS

CLIFTON TOWN

By: _____
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DUNCAN TOWN

By: _____
Its: _____

LA PAZ COUNTY CITIES & TOWNS

PARKER TOWN

By: _____
Its: _____

QUARTZITE TOWN

By: _____
Its: _____

MARICOPA COUNTY CITIES & TOWNS

APACHE JUNCTION CITY

By: _____
Its: _____

FOUNTAIN HILLS TOWN

By: _____
Its: _____

AVONDALE CITY

By: _____
Its: _____

GILA BEND TOWN

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BUCKEYE TOWN

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GILBERT TOWN

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CAREFREE TOWN

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GLENDALE CITY

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CAVE CREEK TOWN

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GOODYEAR CITY

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CHANDLER CITY

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GUADALUPE TOWN

By: _____
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EL MIRAGE CITY

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Its: _____

LITCHFIELD PARK CITY

By: _____
Its: _____

MARICOPA COUNTY CITIES & TOWNS

MESA CITY

By: _____
Its: _____

SURPRISE CITY

By: _____
Its: _____

PARADISE VALLEY TOWN

By: _____
Its: _____

TEMPE CITY

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PEORIA CITY

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TOLLESON CITY

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PHOENIX CITY

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WICKENBURG TOWN

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QUEEN CREEK TOWN

By: _____
Its: _____

YOUNGTOWN TOWN

By: _____
Its: _____

SCOTTSDALE CITY

By: _____
Its: _____

MOHAVE COUNTY CITIES & TOWNS

BULLHEAD CITY

By: _____
Its: _____

COLORADO CITY TOWN

By: _____
Its: _____

KINGMAN CITY

By: _____
Its: _____

LAKE HAVASU CITY

By: _____
Its: _____

NAVAJO COUNTY CITIES & TOWNS

HOLBROOK CITY

By: _____
Its: _____

SNOWFLAKE TOWN

By: _____
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PINETOP-LAKESIDE TOWN

By: _____
Its: _____

TAYLOR TOWN

By: _____
Its: _____

SHOW LOW CITY

By: _____
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WINSLOW CITY

By: _____
Its: _____

PIMA COUNTY CITIES & TOWNS

MARANA TOWN

By: _____
Its: _____

SOUTH TUCSON CITY

By: _____
Its: _____

ORO VALLEY TOWN

By: _____
Its: _____

TUCSON CITY

By: _____
Its: _____

SAHUARITA TOWN

By: _____
Its: _____

PINAL COUNTY CITIES & TOWNS

CASA GRANDE CITY

By: _____
Its: _____

KEARNY TOWN

By: _____
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COOLIDGE CITY

By: _____
Its: _____

MAMMOTH TOWN

By: _____
Its: _____

ELOY CITY

By: _____
Its: _____

MARICOPA CITY

By: _____
Its: _____

FLORENCE TOWN

By: _____
Its: _____

SUPERIOR TOWN

By: _____
Its: _____

SANTA CRUZ COUNTY CITIES & TOWNS

NOGALES CITY

By: _____
Its: _____

PATAGONIA TOWN

By: _____
Its: _____

YAVAPAI COUNTY CITIES & TOWNS

CAMP VERDE TOWN

By: _____
Its: _____

DEWEY-HUMBOLDT TOWN

By: _____
Its: _____

CHINO VALLEY TOWN

By: _____
Its: _____

JEROME TOWN

By: _____
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CLARKDALE TOWN

By: _____
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PRESCOTT CITY

By: _____
Its: _____

COTTONWOOD CITY

By: _____
Its: _____

PRESCOTT VALLEY TOWN

By: _____
Its: _____

YUMA COUNTY CITIES & TOWNS

SAN LUIS CITY

By: _____
Its: _____

SOMERTON CITY

By: _____
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WELLTON TOWN

By: _____
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YUMA CITY

By: _____
Its: _____

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B**Allocation to Arizona Counties/Regions**

County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C					
Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%
HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%

SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%
GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%

YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%
WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%

YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%
DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 1, 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 the Amended and Restated Asante Water Development Agreement to include construction costs for the expansion related to the City's obligation for the Desert Oasis arsenic treatment plant capacity; Resolution # 2020-69.

Motion:

I move to approve Resolution #2020-69.

Background:

The City of Surprise, in partnership with Lennar and three other SPA 2 developers, has engaged in expanding the arsenic treatment plant capacity at the Desert Oasis Water Supply Facility. This amended and restated development agreement will memorialize the capacity and cost allocations for the expansion of the water supply facility.

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

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

Objective Analysis:

This amended and restated development agreement will authorize the City to fund its contribution to the water supply facility expansion which will provide the capacity needed to sustain water service in the SPA 2 region.

Policy Compliant:

This item is policy compliant as it relates to the financial policies adopted by Mayor and Council as part

of the annual budget process.

Financial Impact:

The operational and maintenance costs associated with the restatement of the Asante Water Development agreement have been anticipated in the Fiscal Year 2021 Water Resource Management budget.

Budget Impact:

Project P71020: Desert Oasis WSF-Phase 2 associated the Asante Water Development Agreement is budgeted in the the Fiscal Year 2021 Capital Improvement Plan at \$2,234,100. With the restatement of the Asante Water Development Agreement, the City's contribution will be \$1,413,454.

FTE Impact:

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

ATTACHMENTS:

1. 20.06.03 EVR Res 2020-69 Amended Asante
 2. amended and restated asante water dev agree signed lcd hec
 3. Empire West Title Agency Signature page
-

RESOLUTION # 2020-69

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

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

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

WHEREAS, this Resolution repeals Resolution 2018-127;

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

Section 1. The Mayor and Council hereby approve the Amended and Restated Asante Water Development Agreement between the City of Surprise and LCD Asante and HEC Asante attached hereto as ***Exhibit "A"***, which is incorporated by reference.

Section 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of the Agreement and this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Resolution #2020-69
RFLS # 7290
06/2020

Exhibit A:
Amended and Restated Asante Water Development Agreement

After recording, return to:

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

**AMENDED AND RESTATED
ASANTE WATER DEVELOPMENT AGREEMENT**

DATE: _____, 2020 (the “**Execution Date**”)

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

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

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

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

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

RECITALS

A. LCD Asante and HEC Asante are developing a master planned community known as Asante (“**Asante**”) within the City as more particularly described in that certain Asante Development Agreement, dated November 3, 2005, among Lennar Communities Development, Inc., a Delaware corporation (“**Lennar**”), the City and BMY Happy Valley Investment, LLC, an Arizona limited liability company, recorded on November 18, 2005, at *Instrument No. 2005-1750101*, as amended by that certain First Amendment to Asante Development Agreement, dated September 26, 2006, recorded on October 6, 2006, at *Instrument No. 2006-1328209* (the “**Asante Development Agreement**”). Lennar assigned its rights and obligations in the Asante Development Agreement (and other Asante rights and obligations) to Asante LH, LLC, a Delaware limited liability company (“**Asante LH**”), and Asante LH assumed such obligations. As described more fully below, Asante LH later assigned its rights and obligations in the Asante

Development Agreement (and other Asante rights and obligations) to its members, LCD Asante and HEC Asante, and LCD Asante and HEC Asante assumed such obligations.

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

C. The Original Arsenic Agreement was amended by that certain First Amendment to Asante Arsenic Treatment Development Agreement by and between City and Asante LH dated August 6, 2008, and recorded August 12, 2008, as *Instrument No. 2008-0701139* of Maricopa County Records (the “**First Amendment**”).

D. Following Asante LH’s filing of a Certificate of Cancellation with the Secretary of State of the State of Delaware and with the Arizona Corporation Commission and the assignment and assumption of Asante LH’s obligations under the Original Arsenic Agreement, as amended, to its members, LCD Asante and HEC Asante (which assumption was accomplished pursuant to the “Asante JDA” described below), the Original Arsenic Agreement was further modified by that certain Second Amendment to Asante Arsenic Treatment Development Agreement by and between City, LCD Asante, and HEC Asante dated November 12, 2009, and recorded November 23, 2009, as *Instrument No. 2009-1077305* of Maricopa County Records (the “**Second Amendment**”).

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

F. LCD Asante and HEC Asante have collectively assumed all obligations of Asante LH, LLC under the Prior Arsenic Agreement pursuant to that certain Joint Development, Cost Sharing and Escrow Agreement dated May 29, 2009, among and between HEC Asante, LCD Asante, Lennar Communities Development, Inc., a Delaware corporation, and North American Title Company, an Arizona corporation (the “**Asante JDA**”), a Memorandum of which was recorded on May 29, 2009, at *Instrument No. 2009-0486170*. The obligations of North American Title Company as escrow agent therein were subsequently assigned to, and assumed by, Empire West Title Agency LLC, an Arizona limited liability company, D/B/A Thomas Title & Escrow.

G. Pursuant to the Asante Development Agreement and/or the Prior Arsenic Agreement, LCD Asante and HEC Asante (or their predecessors in interest) have constructed

and LCD Asante and HEC Asante will, as necessary continue to construct as required by the Asante Development Agreement and this Restated Agreement (as defined in **Paragraph 1** below), among other things, potable water infrastructure improvements, including, but not limited to, drinking water wells, water storage tanks, distribution lines, electrical buildings, booster pumps, and disinfection and supplemental water treatment systems for Asante. Some of those facilities have been (or will be) situated on the real property owned by the City of Surprise within the Desert Oasis Water Supply Facility (“**DO WSF**”), legally described on **Exhibit “A”** attached hereto and incorporated herein by reference, and graphically depicted on **Exhibit “A-1”** attached hereto and incorporated herein by reference. Other facilities have been (or will be) situated on the real property owned by HEC Asante legally described on **Exhibit “B”** attached hereto and incorporated herein by reference, and depicted on the site plan attached hereto as **Exhibit “B-1”** and by reference incorporated herein (the “**Asante Water Facility Parcel**”). As land is dedicated to the City for use in water treatment and delivery, these lands shall be incorporated in the DO WSF.

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

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

J. LCD Asante, acting on its own behalf, acting on behalf of HEC Asante, and acting on behalf of Lennar as Construction Manager pursuant to the terms of the Asante JDA, and with the consent and approval of HEC Asante, has entered into a Joint Development, Cost Sharing, Reimbursement and Escrow Agreement (Arsenic Treatment Plant) dated July 1, 2019, with Metro Oasis and Fulton Homes Corporation, an Arizona corporation (“**Fulton**”), relating to

the construction by LCD Asante, on behalf of Asante and the Asante Parties, of the Arsenic Treatment System in accordance with the plans and specifications described in such July 1, 2019, joint development agreement. The July 1, 2019, joint development agreement was subsequently amended by a First Amendment to Joint Development, Cost Sharing, Reimbursement and Escrow Agreement (Arsenic Treatment Plant) dated April 14, 2020 and a Second Amendment to Joint Development, Cost Sharing, Reimbursement and Escrow Agreement (Arsenic Treatment Plant) dated May 6, 2020. Such July 1, 2019, joint development agreement, as subsequently amended, is referred to as the “**2019 Arsenic JDA**”. Following execution of the initial July 1, 2019 joint development agreement, a memorandum of said agreement was recorded in the official records of the Maricopa County Recorder’s office on July 2, 2019, as *Instrument No. 2019-0502986*, and re-recorded on August 18, 2020, at 2020-0757396. A copy of such re-recorded memorandum is attached hereto and incorporated herein by reference as **Exhibit “C”**. As more particularly set forth in the 2019 Arsenic JDA, Fulton is the successor in interest to Verdugo with respect to the Verdugo Property described on Exhibit “C” to the 2019 Arsenic JDA (the “**Verdugo Property**”), and is also the successor in interest to 371 with respect to the Altamira Property described on Exhibit “D” to the 2019 Arsenic JDA (the “**Altamira Property**”). City has reviewed the 2019 Arsenic JDA and shall be deemed as an original “Participating Owner” thereof (as defined in the 2019 Arsenic JDA).

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

AGREEMENT

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

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

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

3. **Temporary Arsenic Improvements.** The Asante Parties have caused Layne Christensen Company to install and maintain a temporary arsenic treatment facility (the “**Temporary Arsenic Improvements**”). The Temporary Arsenic Improvements are owned by Layne Christensen Company, have been constructed and installed in accordance with all requirements of City, and are fully approved by City. The City shall continue to operate and the Asante Parties will, at their sole cost and expense, cause the Temporary Arsenic Improvements to continue to be maintained by Layne Christensen Company pursuant to its lease with the Asante Parties until the completion of the Arsenic Treatment System, including dedication of thereof to the City and the City’s acceptance thereof, which acceptance shall not be unreasonably withheld, delayed, or conditioned.

4. **Arsenic Treatment System.**

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

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

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

d. **Reimbursement.** Without limitation, City agrees to timely pay LCD Asante, on behalf of the Asante Parties, all amounts that are due in accordance with the terms of

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

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

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

Asante), or any other “Non-Participating Owners” (as defined in the 2019 Arsenic JDA) is entitled (the “**Notice of Confirmed Capacity Allotment**”).

g. City Obligation. At any time, the City may allocate City’s ATS Capacity (800 GPM in the Arsenic Treatment System) to any user on a permanent or interim basis. After City has allocated all of City’s ATS Capacity, the City may allocate other available capacity in the Arsenic Treatment System to any user on an interim basis upon approval of Asante. City will take all measures required to provide the corresponding amount of treatment capacity to Asante (3000 GPM unless reduced due to the 2019 Arsenic JDA or future capacity sales contemplated in the 2019 Arsenic JDA) when and as required by the Asante Parties in accordance with the Updated Asante Master Water Plan, and will not, in any manner, adversely affect or delay any requested development of Asante, including without limitation, preliminary plat approval, final plat approval, site plan approval, the issuance of building permits, or imposing any impact or other fee or moratorium relating to water treatment capacity.

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

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

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

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

5. **Financial Assurance For Temporary Arsenic Improvements.** City acknowledges that, pursuant to an April 23, 2020 Appointment of Replacement Escrow Agent Under Asante Arsenic Treatment Development Agreement, Escrow Agent currently holds under its Escrow No. 5552TAZ (the “**Escrow**”), One Hundred Thousand Dollars (\$100,000) in the form of cash and Two Hundred Thousand Dollars (\$200,000) in the form of one or more letter(s) of credit as a financial assurance (“**Financial Assurance**”) for the Asante Parties’ obligation to lease and maintain the Temporary Arsenic Improvements. Upon the completion of Arsenic Treatment System pursuant to **Paragraph 4** of this Restated Agreement, including City’s acceptance of the Arsenic Treatment System and dedication thereof to City, the Financial Assurance, whether in the form of cash or letter(s) of credit (including without limitation, any replacement letter(s) of credit), shall be released from the Escrow and returned to the applicable Asante Party that provided such Financial Assurance, and upon the request of any Asante Party, City shall execute and deliver to the applicable Asante Party, or authorize and instruct Escrow Agent to execute and deliver, a written release to the issuer of any letter(s) of credit or replacement letter(s) of credit.

6. **Dedication to City of a Portion of the Asante Water Facility Parcel.** City currently owns and operates a water treatment facility, the DO WSF, serving, among other properties, the Desert Oasis subdivision. The DO WSF is legally described on **Exhibit “A”** attached hereto and incorporated herein by reference. City desires that the size of the DO WSF be increased to include the area on which the Temporary Arsenic Improvements and the two water tanks owned by the Asante Parties are located. City requires that a portion of the Asante Water Facility Parcel be dedicated to City to enhance the efficient operation of the DO WSF and to accommodate Asante (the “**Addition to the DO WSF**”). In connection therewith, HEC Asante will dedicate that portion of the Asante Water Facility Parcel depicted on the site plan attached hereto as **Exhibit “D”** and incorporated herein by reference to City free and clear of monetary liens for the City’s ownership, operation and maintenance promptly following approval and acceptance, as required, by Maricopa County, the City, the Federal Environmental Protection Agency, the Arizona Department of Water Resources and/or all other governmental or regulatory bodies or public or private utility entities with jurisdiction over the acquisition, treatment and distribution of drinking water within Asante, Desert Oasis or the properties described in the 2019

Arsenic JDA (the “**Approving Authorities**”) of any improvements thereon. Following its approval of the size and configuration of the Addition to the DO WSF, HEC Asante will dedicate such property to City free and clear of monetary liens, and the City shall accept such dedication, in accordance with the City’s customary practice for the dedication and acceptance similar properties; provided, however, HEC Asante shall make no representation or warranty with respect thereto other than as expressly set forth in this Restated Agreement. At the time of dedication, the Asante Parties shall provide the City with documentation identifying the costs of construction or the value of the assets being dedicated to the City.

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

a. **Potable Water Reservoir.** City acknowledges that the Asante Parties have, in accordance with City’s requirements, constructed a 1.89 million gallon potable water reservoir (the “**1.89 MG Reservoir**”) on the Asante Water Facility Parcel. The Asante Parties will connect the 1.89 MG Reservoir to water treatment facilities on the DO WSF in connection with the completion of construction of the Arsenic Treatment System. Asante Parties will dedicate the 1.89 MG Reservoir to the City at completion of the 3800 GPM Arsenic Treatment System, and City will and accept the 1.89 MG Reservoir for operation and maintenance.

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

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

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

or warranty with respect to any improvements other than as expressly set forth in this Restated Agreement.

10. **Future Water System Expansion.** Future expansion of the Arsenic Treatment System will be based on projected demand in accordance with the approved Updated Asante Master Water Plan. Future potable wells, reservoirs, and (to the extent required for Asante Development arsenic treatment facilities after Asante has been allocated arsenic treatment capacity equal to the difference between 3000 GPM [the original 3800 GPM capacity less City's ATS Capacity] and ATS Capacity Purchased from Asante Parties) arsenic treatment facilities will be provided by the Asante Parties in accordance with City drinking water standards and as required by the Updated Asante Master Water Plan. If warranted by the water quality of subsequent potable water wells in light of then current City drinking water standards, the Asante Parties will construct cost effective fluoride treatment of water serving Asante, which treatment protocol will be subject to City's approval, not to be unreasonably denied, withheld, or delayed.

11. **Asante Parties Obligations Vis a Vis City and One Another.** Nothing set forth in the Prior Arsenic Agreement or this Restated Agreement shall, solely between LCD Asante and HEC Asante, in any way, expand, diminish, modify or affect the rights or obligations of LCD Asante and HEC Asante as set forth in the Asante JDA. LCD Asante and HEC Asante agree that the Asante JDA shall, solely between themselves, continue to govern their respective rights and obligations under this Restated Agreement, regardless of any contrary interpretation contained in this Restated Agreement. HEC Asante for and on behalf of itself and its successors and assigns, and with respect all of the land within Asante fee title to which is vested in HEC Asante as of the Execution Date, hereby consents to, ratifies, confirms, approves and assumes that certain 2019 Arsenic JDA and the re-recorded memorandum thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o. Limitation of Liability. Notwithstanding any other provision of this Restated Agreement, Escrow Agent has no responsibility or liability hereunder, except to the extent that Escrow Agent may fail properly to perform or disburse money pursuant to this Restated Agreement.

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

If to LCD Asante:

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

With a Required Copy to:

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

If to HEC Asante:

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

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

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

If to City

Attn: Community Development Director
Attn: Lloyd Abrams
16000 North Civic Center Drive
Surprise, Arizona 85374
Fax: 623 222-3001
Email: Lloyd.Abrams@surpriseaz.gov

With a Required Copy to:

City of Surprise
Attn: City Attorney, Robert Wingo
16000 North Civic Center Drive
Surprise, Arizona 85374
Fax: 623-222-1101
Email: Robert.wingo@surpriseaz.gov

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

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

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

16. **Default and Remedies.**

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

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

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

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

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

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

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

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

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

22. **Miscellaneous.** Headings in this Restated Agreement are for convenience only and shall not define or limit the provisions hereof. This Restated Agreement shall be construed according to its plain meaning and shall not be strictly construed for or against any party hereto. This Restated Agreement shall be governed by the laws of the State of Arizona. All the terms, covenants and conditions herein contained shall inure to the benefit of and be binding on the parties hereto, their successors and assigns. Any modification or waiver of any term of this Restated agreement, including a modification of this term, must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought. This Restated Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and all other prior and contemporaneous agreements, representations and understandings, written or oral, are hereby superseded and merged into this Restated Agreement. Should any term, provision, covenant or condition of this Restated Agreement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Restated Agreement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein. This Restated Agreement may be executed in counterpart and each such counterpart, when taken together with all other counterparts, shall be deemed one and the same original document. The Asante Development Agreement is an independent agreement and is not merged herein or amended by this Restated Agreement.

23. **Expedited Resolution Process.** In the event that any objection(s) or disagreement is to be resolved by the Expedited Resolution Process, the matter shall be resolved in the following manner: (A) the City and the Asante Parties shall each promptly (and in no event later than five (5) business days after conclusion of the meet and confer process or receipt of written notice identifying a matter pursuant to this Restated Agreement to be resolved by this Expedited Resolution Process) select an engineer licensed in Arizona or other land use professional to represent it in the resolution process. (B) The two engineers and/or land use professionals so selected shall thereupon promptly (but in no event later than five (5) business days after the two are selected) select a third independent qualified engineer licensed in Arizona and/or land use professional. The three engineers and/or land use professionals so selected shall

form a panel who shall thereupon arbitrate between the parties. (C) Each party shall within seven (7) days after receipt of notice of the selection of the third engineer and/or land use professional submit to the panel in writing its proposed solution to the dispute. (D) The panel may (but shall not be so obligated) require both parties to attend a hearing at which each party can present its position. The panel shall determine the rules of the arbitration and/or hearing process with a preference for whatever will help resolve the issue(s) in the most expedient manner. (E) Within ten (10) days after expiration of the period within which to submit written materials the panel shall meet, review the written materials presented, confer, and by majority vote render a decision selecting one of the two alternatives proposed by the parties and rejecting the other of them. (F) The decision of the panel shall be final and binding and the non-prevailing party shall pay the costs and expenses of the arbitrators. (G) The decision of the panel shall constitute approval of the position taken by the party in whose favor the panel shall have ruled. The foregoing process is hereinafter called the **"Expedited Resolution Process"**.

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

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

26. **Excess Well Capacity.** The parties mutually acknowledge that the combined capacity generated or to be generated by Asante Well No. 4, Asante Well No. 3, Asante Well No. 2 and Asante Well No. 1 exceeds the water capacity requirements for Asante South. City agrees that all such excess capacity generated at any time shall be applied to satisfy the water capacity requirements of Asante North. Further, except as provided in the 2019 Arsenic JDA, to the extent that any water treatment capacity paid for by any Asante Party in connection with Asante South exceeds the requirements of Asante South, City agrees that such excess water treatment capacity shall be applied to satisfy the water treatment capacity requirements of Asante North. If such excess water capacity or water treatment capacity is more than sufficient to meet the water requirements of Asante North, then, except as set forth in the 2019 Arsenic JDA, City is free to use all additional capacity for any City purposes.

27. **Termination.**

a. **General.** Except as set forth in the next succeeding sentence, this Restated Agreement shall terminate on the twenty fifth (25th) anniversary of the date of the recordation of this Restated Agreement in the official records of the Maricopa County Recorder's office, and the parties shall have no further obligations to one another hereunder following such date. Notwithstanding the foregoing, both the (i) obligations of the parties hereto pursuant to **Paragraph 26** hereof, and (ii) City's agreement to prevent others from tying into or

otherwise benefitting from the Arsenic Treatment System except upon confirmation from LCD Asante that they qualify as Participating Owners or Non-Participating Owners under the 2019 Arsenic JDA, and LCD Asante's right (on behalf of itself and HEC Asante) to recover the costs of constructing the Arsenic Treatment System pursuant to, and as stated in, the 2019 Arsenic JDA, shall continue to be enforceable beyond said twenty fifth (25th) anniversary.

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

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

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

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

See Following Pages For Signatures

***Signature Page To
Amended and Restated Asante Arsenic Treatment Development Agreement***

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Name: Skip Hall
Its: Mayor

APPROVED AS TO FORM:

By: _____
Robert Wingo
City Attorney

ATTESTED:

By: _____
City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, known by me as the Mayor of the CITY OF SURPRISE, an Arizona municipal corporation.

Notary Public

My Commission Expires:

For City Internal Use only:

Signature for Scope/Content approval:

Signature for Procurement/Budget approval:

*Continued Signature Page To
Amended and Restated Asante Arsenic Treatment Development Agreement*

LCD ASANTE, LLC, a Delaware limited liability company

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

By: 

Name: Jeff Gunderson
Vice President

Its: _____

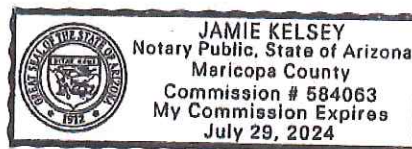
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22 day of October, 2020, by Jeff Gunderson, the Vice President of Lennar Communities Development, Inc., a Delaware corporation, the Manager of LCD ASANTE, LLC, a Delaware limited liability company, for and on behalf of the company.



Notary Public

My Commission expires:
July 29, 2024



**Continued Signature Page To
Amended and Restated Asante Arsenic Treatment Development Agreement**

HE CAPITAL ASANTE, LLC,
a Delaware limited liability company

By: [Signature]
Name: JAMES P. SEERY, JR. (NYS ID XXX XXX 038)
Its: Authorized Signatory

STATE OF ~~TEXAS~~ ^{NEW YORK})
County of NEW YORK) SS.

The foregoing instrument was acknowledged before me this 30th day of October, 2020, by JAMES P. SEERY, JR. the Authorized Signatory of HE CAPITAL ASANTE, LLC, a Delaware limited liability company, on behalf of the Company.

[Signature]
Notary Public (pursuant to Executive Order 20.2.7)

My Commission Expires:

11/28/20

GREGORY VINCENT DEMO
Notary Public, State of New York
Reg. No. 02DE6351135
Qualified in New York County
My Commission Expires Nov. 28, 2020

*Continued Signature Page To
Amended and Restated Asante Arsenic Treatment Development Agreement*

ESCROW AGENT

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

By: _____

Name: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by _____, the _____
of EMPIRE WEST TITLE AGENCY LLC, an Arizona limited liability company, for and on
behalf of the company.

Notary Public

My Commission expires:

**LENDER'S ACKNOWLEDGMENT, CONSENT AND SUBORDINATION TO THE
AMENDED AND RESTATED ASANTE WATER DEVELOPMENT AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **NexBank**, a Texas state-chartered bank, formerly known NexBank SSB ("**Lender**"), acknowledges, consents and agrees for and on behalf of itself and its successors and assigns, as follows:

1. Lender is the Beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Arizona), dated June 25, 2009, recorded on June 26, 2009, at *Instrument No. 2009-0589313*, and re-recorded on August 31, 2009, at *Instrument No. 2009-0812784* in the official records of Maricopa County, Arizona (the "**Deed of Trust**"), which constitutes a lien on the property legally described in such Deed of Trust.

2. Lender consents to and approves the Amended and Restated Asante Water Development Agreement entered into between the **City of Surprise**, an Arizona municipal corporation, **LCD Asante, LLC**, a Delaware limited liability company, and **HE Capital Asante, LLC**, a Delaware limited liability company, to which this document is attached (the "**2020 Amendment**") amending and restating that certain Arsenic Treatment Development Agreement, dated February 28, 2008, between the City of Surprise and Asante LH, LLC, a Delaware limited liability company, recorded on April 1, 2008, at *Instrument No. 2008-0287165* in the official records of Maricopa County, Arizona, as amended by that certain First Amendment to Asante Arsenic Treatment Development Agreement, dated August 6, 2006, recorded on August 12, 2008, at *Instrument No. 2008-0701139*, and by that certain Second Amendment to Asante Arsenic Treatment Development Agreement, dated November 12, 2009, among the City of Surprise, LCD Asante LLC, and HE Capital Asante LLC recorded on November 23, 2009, at *Instrument No. 2009-1077305* (collectively, with the 2020 Amendment, the "**Development Agreement**"), and agrees that Lender's lien and all rights it may have with respect to the property described in the Deed of Trust are and remain subject and subordinate to the Development Agreement; provided, however, that this consent and approval shall not constitute (i) a subordination of the lien of the Deed of Trust to any lien or charge created or arising pursuant to the terms of the Development Agreement or (ii) a waiver or relinquishment of any of the undersigned Lender's rights or remedies under the terms and provisions of the Deed of Trust.

Dated as of _____, 2020.

SIGNATURE PAGE FOLLOWS

NEXBANK, a Texas state-chartered bank

By _____

Its _____

STATE OF TEXAS)
) ss.
County of Dallas)

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

Notary Public

My Commission Expires:

EXHIBIT "A"

Legal Description of City's DO WSF

**LEGAL DESCRIPTION
FOR
WATER TREATMENT FACILITY**

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

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

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

EXHIBIT "A-1"

Graphic Depiction of City's DO WSF

See Following Page

EXHIBIT "B"

Legal Description of Asante Water Facility Parcel

See Following Pages

(Asante North Phase 1 Water Campus)

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

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

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

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

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

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

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

(Asante Phase 3 Water Campus)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “B-1”

Site Plan Depiction of Asante Water Facility Parcel

See Following Page

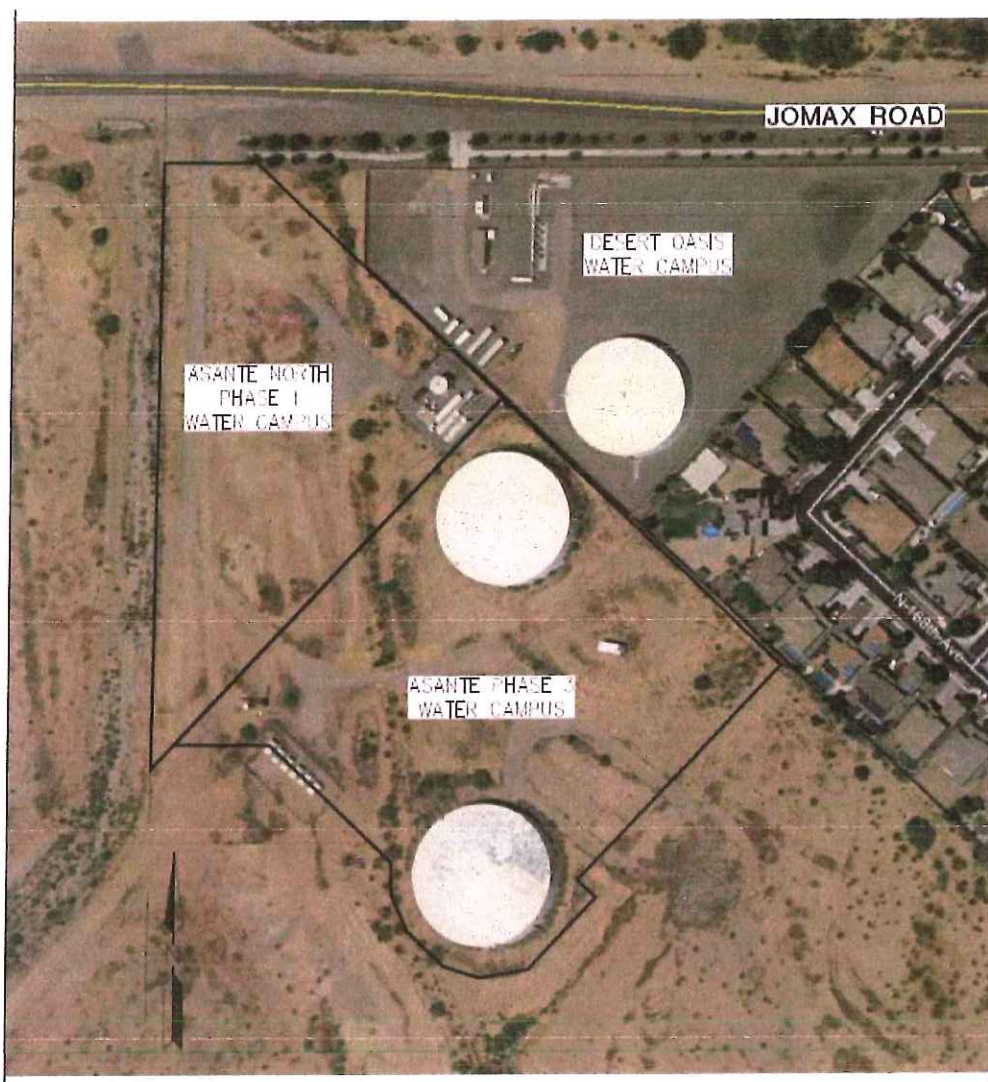


EXHIBIT "C"

Copy of Re-Recorded Memorandum of 2019 Arsenic JDA

See Following Pages

1597775097341-50-1-1--
lopezr

When Recorded, Mail To:

Azim Q. Hameed
Sherman & Howard L.L.C.
7033 E. Greenway Parkway, Suite 250
Scottsdale, AZ 85254

RE-RECORDING COVER SHEET

CAPTION HEADING:

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

This Re-Recording Cover Sheet is attached to a certified copy of the **Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement**, dated July 1, 2019, recorded in the office of the County Recorder of Maricopa County, Arizona, on July 2, 2019, at Instrument No. 2019-0502986.

THIS DOCUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION IN EXHIBIT "A" OF THE DOCUMENT.

The incorrect legal description of the Asante Property was erroneously attached as **Exhibit "A"** to the Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement. Therefore, **Exhibit "A"** of the Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement has been corrected by striking through the incorrect pages of such **Exhibit "A"** which strike-outs evidence their deletion from **Exhibit "A"** of the Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement. The incorrect pages of **Exhibit "A"** hereby deleted are MCR page numbers 26 through 43 of the certified copy of the Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement.

DO NOT REMOVE THIS PAGE FROM THE ORIGINAL DOCUMENT.
THIS COVER SHEET IS PART OF THE ORIGINAL DOCUMENT REFERENCED IN
THE CAPTION HEADING ABOVE.

20200757396

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

3955808-48-1-1--
Yorkm

When Recorded, Return to:

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

North American Title

21800-18-04365

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

DATE: *JULY*
June 1, 2019

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

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

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

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

RECITALS:

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

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

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

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

3969.63.1121087.9

MCR 1 of 49

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

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

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

If to LCD Asante:

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

If to Metro Oasis:

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

If to Fulton:

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

If to Escrow Agent:

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

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

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2

<http://recorder.maricopa.gov/recorddata/verifycert.aspx?id=240425> [20190502986] 49 Pages

20200757396

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

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

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

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

SIGNATURE PAGES FOLLOW:

[http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425\[20190502986\]](http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425[20190502986]) 49 Pages

20200757396

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

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

LCD ASANTE:

LCD ASANTE, LLC, a Delaware limited liability company

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

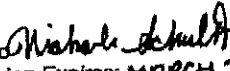
By: 
Name: Jeff Gunderson
Its: Vice President

STATE OF ARIZONA

County of Maricopa

} ss.

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

Notary Public 
My Commission Expires: MARCH 23, 2020



<http://recorder.maricopa.gov/recdoddata/verifycert.aspx?id=240425> [20190502986] 49 Pages

3969.63.1121087.9

4

MCR 4 of 49

20200757396

20190502986

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

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

METRO OASIS:

METRO OASIS, LLLP, an Arizona limited liability limited partnership

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

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

By: [Signature]

Name: Timothy P. Brislin

Its: Vice President

STATE OF ARIZONA

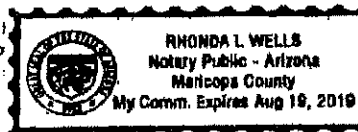
County of Maricopa

} ss.

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

Notary Public

My Commission Expires: 8-19-19



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5

MCR 5 of 49

http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425 [20190502986] 49 Pages

20200757396

20190502986

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

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

METRO OASIS:

METRO OASIS, LLLP, an Arizona limited liability limited partners

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

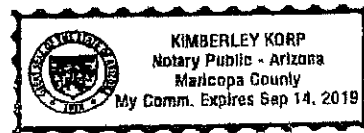
By: Harvard Ventures, Inc., a Nevada corporation, its General Partner

By: Katherine L. Astron
Name: Katherine L. Astron
Its: Treasurer

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

Notary Public
My Commission Expires: 9/14/2019



Second Signature Page for
Metro Oasis, LLLP

5 A

MCR 6 of 49

<http://recorder.maricopa.gov/recododata/verifycert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

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

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

FULTON:

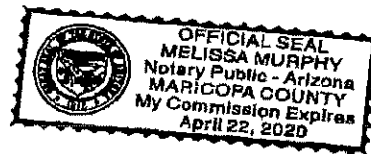
**FULTON HOMES CORPORATION, an
Arizona corporation**

By: *Norm Lee Nichols*
Name: NORMAN NICHOLS
Its: PRESIDENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

Melissa Murphy
Notary Public
My Commission Expires: 4-22-2020



<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

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

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

ESCROW AGENT:

NORTH AMERICAN TITLE COMPANY, an
Arizona corporation

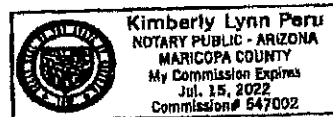
By: Sally S. Hevier
Name: SALLY S. HEVIER
Its: BRANCH MANAGER

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

Notary Public
My Commission Expires:

K.P.
7/15/2022



<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

EXHIBIT "A"

Legal Description of the Asante Property

[see attached]

<http://recorder.maricopa.gov/recdata/verifycert.aspx?rid=240425> [20190502986] 49 Pages

3969.63.1121087.9

8

MCR 9 of 49

20200757396

20190502986

Parcel No. 1 (Asante North Phase 2)

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

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

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

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

THENCE NORTH 48 DEGREES 13 MINUTES 34 SECONDS WEST, DEPARTING SAID LINE AND ALONG THE NORTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY, A DISTANCE OF 7,524.11 FEET;

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

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

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

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

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

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20200757396

20190502986

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

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

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

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

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

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

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

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

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

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

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

AND ALSO EXCEPTING:

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

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

http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425120190502986149 Pages

20200757396

20190502986

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

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

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

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 249.82 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILWAY PER NOD-55917&55918, RECORDS OF MARICOPA COUNTY;

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

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

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

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

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

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

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

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

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

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3

MCR 12 of 49

http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425 [20190502986] 49 Pages

20200757396

20190502986

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

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

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

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

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

Parcel No. 3 (Asante Phase 2)

**LEGAL DESCRIPTION
FOR
ASANTE PHASE TWO**

PARCEL 1

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

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

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

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

http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425 [20190502986] 49 Pages

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4

MCR 13 of 49

20200757396

20190502986

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

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

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

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

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

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

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

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

THENCE SOUTH 12 DEGREES 21 MINUTES 51 SECONDS EAST, A DISTANCE OF 489.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET;

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

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 4 COURSES; SOUTH 76 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 345.66 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 15.00 FEET;

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

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

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

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

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

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

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

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

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

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

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

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

<http://recorder.maricopa.gov/reccoddata/verifycert.aspx?id=240425120190502986> 49 Pages

20200757396

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

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

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

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

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

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

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

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

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

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

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

http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425 [20190502986] 49 Pages

20200757396

20190502986

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

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

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

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

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

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

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

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

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

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

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

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

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

<http://recorder.maricopa.gov/recdocdata/verify/cert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

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

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

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

TOGETHER WITH:

PARCEL 2

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

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

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

THENCE NORTH 88 DEGREES 58 MINUTES 47 MINUTES WEST, A DISTANCE OF 153.88 FEET, TO THE SOUTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS DESCRIBED IN THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

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

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

THENCE ALONG SAID BOUNDARY THE FOLLOWING 3 COURSES; SOUTH 68 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 198.42 FEET;

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

http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425 [20190502986] 49 Pages

20200757396

20190502986

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

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES; NORTH 46 DEGREES 24 MINUTES 18 SECONDS WEST, A DISTANCE OF 916.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,085.00 FEET;

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

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

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

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

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

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

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL;

WELL SITE #2

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

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

http://recorder.maricopa.gov/recedocdata/verifycert.aspx?id=240425 [20190502986] 49 Pages

20200757396

20190502986

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

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

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

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

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

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01 DEGREES 12 MINUTES 08 SECONDS, A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 15.00 FEET;

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

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

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

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

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

Parcel No. 4 (Asante Phase 4 Unit 406)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425 [20190502986] 49 Pages

20200757396

20190502986

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

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

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

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

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

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

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

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

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

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

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

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

Parcel No. 5 (Lennar Wastewater Treatment Plant Property)

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

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13

MCR 22 of 49

mnp://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240426 [20190502986] 49 Pages

20200757396

20190502986

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

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

THENCE SOUTH 56 DEGREES 28 MINUTES 15 SECONDS WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 805.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

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

THENCE SOUTH 58 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 135.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 33 DEGREES 33 MINUTES 46 SECONDS EAST, A DISTANCE OF 903.54 FEET;

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

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

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

THENCE NORTH 50 DEGREES 18 MINUTES 16 SECONDS EAST, A DISTANCE OF 270.47 FEET;

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

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

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

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

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

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parcel No. 7 (Well Site No. 3)

Tract K of ASANTE PHASE ONE UNIT FIVE, according to the plat recorded in Book 886 of Maps at Page 20 of the records of the County Recorder of Maricopa County, Arizona.

Parcel No. 8 (Well Site No. 4)

Tract E of A PORTION OF ASANTE PHASE ONE, according to the plat recorded in Book 936 of Maps at Page 32 of the records of the County Recorder of Maricopa County, Arizona.

[END OF LEGAL DESCRIPTION]

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

EXHIBIT B TO

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

LEGAL DESCRIPTION FOR HEC REAL PROPERTY

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

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

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

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

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 535.28 FEET;

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

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

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

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

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 69 DEGREES 14 MINUTES 58 SECONDS, A DISTANCE

<http://recorder.maricopa.gov/reccoddata/verifycert.aspx?id=240425> [20190502986] 49 Pages

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~~THENCE NORTH 89 DEGREES 42 MINUTES 40 SECONDS WEST, A DISTANCE OF 120.00 FEET;~~
~~THENCE NORTH 55 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 42.43 FEET;~~
~~THENCE SOUTH 79 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 56.66 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,100.00 FEET;~~
~~THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22 DEGREES 59 MINUTES 11 SECONDS, A DISTANCE OF 842.49 FEET;~~
~~THENCE NORTH 12 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 200.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 12 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 1,900.00 FEET;~~
~~THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05 DEGREES 44 MINUTES 16 SECONDS, A DISTANCE OF 190.45 FEET;~~
~~THENCE NORTH 15 DEGREES 50 MINUTES 14 SECONDS WEST, A DISTANCE OF 421.07 FEET;~~
~~THENCE NORTH 08 DEGREES 04 MINUTES 03 SECONDS EAST, A DISTANCE OF 181.22 FEET;~~
~~THENCE NORTH 12 DEGREES 28 MINUTES 18 SECONDS WEST, A DISTANCE OF 401.85 FEET;~~
~~THENCE NORTH 38 DEGREES 17 MINUTES 07 SECONDS EAST, A DISTANCE OF 21.51 FEET;~~
~~THENCE NORTH 79 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 1,699.91 FEET;~~
~~THENCE SOUTH 44 DEGREES 30 MINUTES 32 SECONDS EAST, A DISTANCE OF 580.73 FEET TO A POINT ON THE NORTH LINE OF SECTION 2;~~
~~THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 786.16 FEET TO THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST;~~
~~THENCE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 2,653.20 FEET TO THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST;~~

<http://recorder.maticopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

474163.1 \xf1j01 \056772-032

MCR 27 of 49

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20190502986

SAID NORTH LINE, A DISTANCE OF 907.37 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXCEPTING THEREFROM;

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

AND ALSO EXCEPTING;

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

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

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

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

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

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

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

THENCE NORTH 5 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 144.24 FEET;

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

THENCE SOUTH 20 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 398.89 FEET;

THENCE SOUTH 62 DEGREES 19 MINUTES 57 SECONDS WEST, A DISTANCE OF 717.78

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

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

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

AND FURTHER EXCEPTING;

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

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

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

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

THENCE SOUTH 46 DEGREES 25 MINUTES 39 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 389.05 FEET;

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

THENCE NORTH 00 DEGREES 46 MINUTES 43 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 388.62 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

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

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

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

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

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

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

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

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

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

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

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

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

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

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

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

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

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20200757396

20190502986

THENCE SOUTH 10 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 102.10 FEET;

THENCE SOUTH 01 DEGREES 13 MINUTES 39 SECONDS EAST, A DISTANCE OF 87.10 FEET;

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

THENCE SOUTH 48 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 58.17 FEET;

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

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

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

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

THENCE NORTH 43 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 333.98 FEET TO THE SOUTHERLY BOUNDARY OF THE MAP OF DEDICATION RECORDED IN BOOK 686 OF MAPS, PAGE 08, MARICOPA COUNTY RECORDS;

THENCE SOUTH 48 DEGREES 28 MINUTES 39 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 3,089.91 FEET TO THE COMMON LINE OF THE PROPERTIES DESCRIBED IN DEEDS #2007-1290568 AND #2007-1286545, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING THE SOUTH LINE OF THE MAP OF DEDICATION RECORDED IN BOOK 686 OF MAPS, PAGE 08, MARICOPA COUNTY RECORDS AND ALONG SAID COMMON LINE THE FOLLOWING 23 COURSES, SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 1,059.84 FEET;

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

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

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

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

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THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08 DEGREES 00 MINUTES 36 SECONDS, A DISTANCE OF 27.66 FEET;

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

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

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

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

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

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

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

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

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

THENCE SOUTH 01 DEGREES 15 MINUTES 44 SECONDS WEST, A DISTANCE OF 50.46 FEET;

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

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

THENCE SOUTH 42 DEGREES 44 MINUTES 16 SECONDS EAST, A DISTANCE OF 42.47 FEET;

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474163.1 \xf1j01 \056772-032

MCR 32 of 49

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20190502986

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 92 DEGREES 34 MINUTES 06 SECONDS, A DISTANCE OF 24.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, THE RADIUS OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 44 SECONDS WEST, A DISTANCE OF 15.00 FEET;

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

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

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88 DEGREES 44 MINUTES 41 SECONDS, A DISTANCE OF 23.23 FEET TO THE NORTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS AND THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1267.50 FEET;

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

THENCE NORTH 46 DEGREES 28 MINUTES 39 SECONDS WEST, CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 118.74 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

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

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

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, BEING A 1 INCH IRON PIPE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 1, BEING A 3/4 INCH IRON PIPE, BEARS SOUTH 00 DEGREES 46 MINUTES 43 SECONDS WEST, A DISTANCE OF 228.42 FEET;

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

THENCE SOUTH 89 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 107.38 FEET TO THE SOUTHERLY BOUNDARY OF THE MAP OF DEDICATION FOR DESERT OASIS OF SURPRISE, RECORDED IN BOOK 866 OF MAPS, PAGE 08, RECORDS OF

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~~THENCE SOUTH 43 DEGREES 31 MINUTES 21 SECONDS WEST, ALONG GRID LINE,
DISTANCE OF 389.05 FEET;~~

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

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

Parcel No. 4 (Asante Phase 3 Water Campus)

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

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

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

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

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

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

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

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

~~THENCE NORTH 71 DEGREES 58 MINUTES 30 SECONDS WEST, A DISTANCE OF 42.31
FEET;~~

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

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FEET;

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

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

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

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

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A HANDHOLE, BEARS SOUTH 00 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 263.20 FEET;

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

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

THENCE SOUTH 44 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 42.30 FEET;

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

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

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

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

474163.1 \xf1j01 \056772-032

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20190502986

MAP OF DEDICATION RECORDED IN BOOK 885 OF MAPS, PAGE 52, MARICOPA COUNTY RECORDS;

THENCE DEPARTING THE WEST RIGHT OF WAY OF 163RD AVENUE AND ALONG THE NORTHERN AND WESTERN LINES OF SAID TRACT THE FOLLOWING 4 COURSES NORTH 89 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 150.00 FEET;

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

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

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

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

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

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,054.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

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

THENCE SOUTH 76 DEGREES 09 MINUTES 47 SECONDS WEST, A DISTANCE OF 883.19 FEET;

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

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

THENCE NORTHWESTERLY CONTINUING ALONG THE NORTHERN RIGHT OF WAY OF PAT TILLMAN BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 16 SECONDS, A DISTANCE OF 1,124.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 34 MINUTES 31 SECONDS WESTERLY, HAVING A RADIUS OF 10,000 FEET;

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

474163.1 \xf1j01 \056772-032

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THENCE EASTERLY BEARING THE RIGHT OF WAY OF RAY FREEMAN BOULEVARD
AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF
70 DEGREES 21 MINUTES 04 SECONDS, A DISTANCE OF 18.42 FEET TO POINT ON A
COMMON LINE OF THE PROPERTIES DESCRIBED IN DEEDS #2007-129056 AND
#2007-1286545, RECORDS OF MARICOPA COUNTY, ARIZONA;

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

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

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A
CENTRAL ANGLE OF 92 DEGREES 34 MINUTES 08 SECONDS, A DISTANCE OF 24.23
FEET;

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

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

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

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

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

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

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

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

[http://recorder.maricopa.gov/recdcddata/verifycert.aspx?id=240425\[20190502986\]](http://recorder.maricopa.gov/recdcddata/verifycert.aspx?id=240425[20190502986]) 49 Pages

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

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

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

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

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

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

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, A DISTANCE OF 2.87 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 205.00 FEET;

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

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

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

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

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

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

THENCE SOUTH 46 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG SAID BOUNDARY, A DISTANCE OF 3,023.40 FEET, TO THE WEST RIGHT OF WAY OF 163RD AVENUE AS DESCRIBED ON THE MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS;

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

474183.1 \x1j01 \056772-032

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20190502986

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

EXCEPTING THEREFROM;

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

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

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

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

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

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

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

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

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

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

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

<http://recorder.maricopa.gov/recorddata/verify/cert.aspx?id=240425> [20190502986] 49 Pages

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THENCE NORTH 88 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 1,054.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02 DEGREES 41 MINUTES 49 SECONDS, A DISTANCE OF 96.79 FEET;

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

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

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

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

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

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, A DISTANCE OF 2.87 FEET;

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

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

THENCE SOUTH 85 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 80.00 FEET;

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

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

THENCE SOUTH 89 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 781.08 FEET;

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

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425120190502986149> Pages

474183.1 \ r1j01 \ 056772-032

20200757396

20190502986

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

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

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

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

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

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

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

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

~~THENCE SOUTH 56 DEGREES 20 MINUTES 15 SECONDS WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 218.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;~~

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

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

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

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

~~THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS EAST, DEPARTING THE~~

<http://recorder.maricopa.gov/recdcdcdatal/verifycert.aspx?id=240425> [20190502986] 49 Pages

474163.1 \xf1j01 \056772-032

20200757396

20190502986

THENCE NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 374.73 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

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

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTH LINE OF CANAL PARCEL AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 288.58 FEET;

THENCE NORTH 56 DEGREES 26 MINUTES 15 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE OF CANAL PARCEL, A DISTANCE OF 722.73 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXCEPTING THEREFROM:

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

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

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

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

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

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

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

<http://recorder.maricopa.gov/recordocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

474163.1 \xftj01 \056772-032

MCR 42 of 49

20200757396

20190502986

THENCE SOUTH 47 DEGREES 40 MINUTES 12 SECONDS WEST, A DISTANCE OF 151.78 FEET;

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

THENCE NORTH 50 DEGREES 18 MINUTES 16 SECONDS EAST, A DISTANCE OF 270.47 FEET;

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

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

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

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

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

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

THENCE NORTH 41 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 191.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 48 DEGREES 18 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,115.51 FEET;

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

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

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

EXHIBIT "B"

Legal Description of the Sunrise Ranch Property

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

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

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

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

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

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

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

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

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

EXHIBIT "C"

Legal Description of the Verdugo Property

PARCEL I

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

PARCEL II:

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

<http://recorder.maricopa.gov/reco/bd/data/verify/cert.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

EXHIBIT "D"

Legal Description of the Altamira Property

PARCEL 1:

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

COMMENCING at the South quarter corner of said Section 7;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20200757396

20190502986

THENCE North 00 degrees 01 minutes 29 seconds East, a distance of 60.00 feet;
THENCE North 89 degrees 58 minutes 31 seconds West, a distance of 19.81 feet;
THENCE North 00 degrees 22 minutes 47 seconds West, a distance of 164.41 feet;
THENCE North 44 degrees 49 minutes 14 seconds East, a distance of 56.37 feet to the center of said Section 7;
THENCE South 89 degrees 58 minutes 44 seconds East, a distance of 657.68 feet;
THENCE South 89 degrees 58 minutes 31 seconds East, a distance of 176.82 feet;
THENCE South 89 degrees 59 minutes 00 seconds East, a distance of 151.91 feet;
THENCE South 89 degrees 57 minutes 40 seconds East, a distance of 328.93 feet;
THENCE North 00 degrees 25 minutes 42 seconds West, a distance of 659.44 feet;
THENCE North 00 degrees 21 minutes 05 seconds West, a distance of 659.77 feet;
THENCE South 89 degrees 59 minutes 51 seconds East, a distance of 1313.10 feet to the East line of said Section 7;
THENCE South 00 degrees 28 minutes 27 seconds East, along the East line of said Section 7, a distance of 659.96 feet;
THENCE South 00 degrees 29 minutes 58 seconds East, a distance of 659.57 feet to the East quarter corner of said Section 7;
THENCE South 00 degrees 28 minutes 48 seconds East, along the East line of said Section 7, a distance of 2638.86 feet;
THENCE North 89 degrees 55 minutes 12 seconds West, along the South line of said Section 7, a distance of 2101.30 feet to the TRUE POINT OF BEGINNING.
EXCEPT all oil and gas as reserved to the United States of America, in the patent of said land and subject to the provisions and limitation of the act of June 17, 1914 (39 STAT. 509) and
EXCEPT all the mineral, gas and oil rights as granted in Deed recorded in Recording No. 1983-23170 and in Recording No. 1983-187997.

PARCEL 2:

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

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

<http://recorder.maricopa.gov/recdocdata/verifycent.aspx?id=240425> [20190502986] 49 Pages

20200757396

20190502986

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

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

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

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

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

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

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

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

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

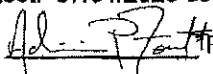
<http://recorder.maricopa.gov/recdocdata/verifycent.aspx?id=240425> [20190502986] 49 Pages

20190502986
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES



The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.

Attest: 07/31/2020 09:46:22 AM

By  Recorder

To Verify this purchase visit
<http://recorder.maricopa.gov/recdoodata/verifycert.aspx?id=240425>

EXHIBIT "D"

Site Plan Depicting Addition to the DO Water Facility Parcel

(See Following Page)

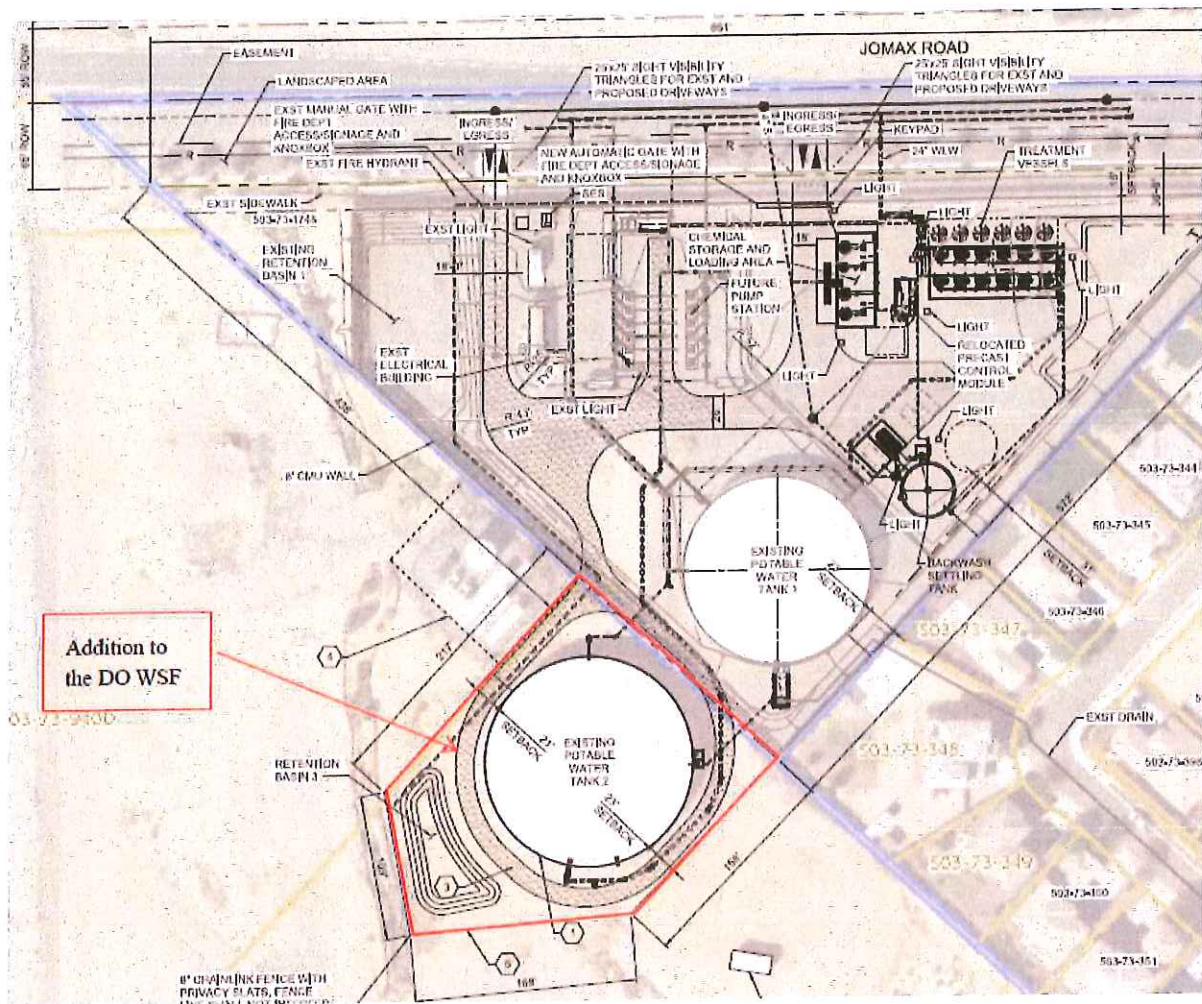


EXHIBIT “E”

Addendum (Regarding Assignment – Restated Agreement)

See Following Pages

**AMENDED AND RESTATED ASANTE ARSENIC TREATMENT
DEVELOPMENT AGREEMENT**

ADDENDUM NO. ____

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

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

Assignor

“Assignee”:

“Affected Property” (attach a depiction of the property transferred)

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

LCD ASANTE, LLC, a Delaware limited liability company

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

Its: Manager

By: _____

Name: _____

Its: _____

[and/or]

HE CAPITAL ASANTE, LLC, a Delaware limited liability company

By: _____

Its: _____

By: _____

Name: _____

Its: _____

[Or Prior Assignee from LCD Asante or HEC Asante]

STATE OF _____)

) ss:

COUNTY OF _____)

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

Notary Public

My Commission Expires:

ASSIGNEE:

CITY:
CITY OF SURPRISE, an Arizona municipal corporation

Date: _____

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

My Commission Expires:

**Continued Signature Page To
Amended and Restated Asante Arsenic Treatment Development Agreement**

ESCROW AGENT

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

By: [Signature]

Name: CHADWICK L. CAMPBELL

Its: SENIOR COUNSEL & TRUST OFFICER

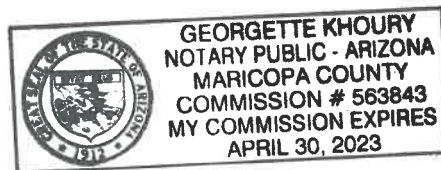
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 4th day of November,
2020, by Chadwick L. Campbell, the Senior Counsel + Trust Officer
of EMPIRE WEST TITLE AGENCY LLC, an Arizona limited liability company, for and on
behalf of the company.

[Signature]
Notary Public

My Commission expires:

April 30, 2023





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 1, 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, “North Copper Canyon Village – Parcel 1.2” and an associated Alternative Assurance Agreement, for an approximately 42.84 acre property generally located on the northern corner of Deer Valley Road and Williams Road in the North Copper Canyon PAD; Case FS20-340.

Motion:

I move to approve the Final Plat entitled, “North Copper Canyon Village – Parcel 1.2” and the associated Alternative Assurance Agreement.

Background:

Hans Koppenhoefer, on behalf of Austin Ranch LLC, seeks approval of a Final Plat and associated Alternative Assurance Agreement for a 257-lot single-family residential subdivision in Parcel 1.2 of the North Copper Canyon PAD.

Objective Analysis:

Approval of the proposed Final Plat and associated Alternative Assurance Agreement will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The requested Final Plat is consistent with the North Copper Canyon PAD and advances the goals and policies of the General Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS20-340 - NCC 1.2 FP - CC Staff Report - 120120
 2. 01 - FS20-340 - NCC 1.2 FP - Vicinity Map - 120120
 3. 02 - FS20-340 - NCC 1.2 FP - Case Map - 120120
 4. 03 - FS20-340 - NCC 1.2 FP - Final Plat - 120120
 5. 04 - FS20-340 - NCC 1.2 FP - Landscape - 120120
 6. 05 - FS20-340 Alternative Assurance Agreement
 7. PP - FS20-340 - NCC 1.2 FP - CC PowerPoint - 120120
-

1 **Case:** **FS20-340**
2
3 **Project Name:** North Copper Canyon Village – Parcel 1.2 Final Plat
4
5 **Council District:** 1 - Acacia
6
7 **City Council Date:** **December 1, 2020**
8
9 **Planner:** Hobart Wingard, Planner II
10
11 **Owner:** Austin Ranch LLC
12
13 **Applicant:** William Lally of Tiffany and Bosco PA
14
15 **Request:** Final Plat with Alternative Assurance Agreement for a 257-lot, single-
16 family subdivision in Parcel 1.2 of the North Copper Canyon Planned
17 Area Development (PAD)
18
19 **Site Location:** Generally, on the northern corner of Deer Valley and Williams Roads
20 in the North Copper Canyon PAD.
21
22 **Site Size:** 42.84 acres (approx.)
23
24 **Density:** 6.00 DU/Ac
25
26 **Findings:**
27
28 • The proposed Final Plat is consistent with the Surprise General Plan 2035.
29 • The proposed Final Plat is consistent with the North Copper Canyon PADA as approved under
30 case FS19-431.
31 • The Final Plat is consistent with the Preliminary Plat approved under Case FS19-721.
32
33 **Alternative Actions:** **Approve** – Approval of the proposed Final Plat and associated
34 Alternative Assurance Agreement will allow the applicant the ability
35 to subdivide the property as proposed.
36
37 **Deny** – Denial of the requested Final Plat and associated Alternative
38 Assurance Agreement will prevent the applicant from subdividing the
39 property as proposed.
40
41
42 **Additional Information:**

43

44 Tiffany and Bosco PA, on behalf of Austin Ranch LLC, requests approval of the Final Plat for North
45 Copper Canyon, Parcel 1.2. The subject property is approximately 42.84 acres and is located on the
46 northern corner of Deer Valley and Williams Roads. The subject property is zoned North Copper
47 Canyon PAD with the underlying land use of medium density residential (R2-PAD).

48

49 The applicant proposes 257 single-family lots for a total density of 6.00 dwelling units per acre. The
50 typical lot proposed is 40' x 105'. This plat includes a total of 3.05 acres, 7.12 percent, of open space.

51

52 The proposed Final Plat is in compliance with the approved North Copper Canyon PADA approved
53 under Case FS19-431, and the preliminary plat approved under case FS19-721.

54

55 The applicant is choosing an Alternative Assurance Agreement, which was an option made available
56 to developers in Title 17 of the previous code. In lieu of acceptable financial assurances, the City will
57 not record the final plat until which time the entire infrastructure is constructed, installed, and
58 accepted by the City of Surprise or replaced by traditional acceptable financial assurances.

59

60 **Attachments:**

61

62 01 Vicinity Map

63 02 Case Map

64 03 Final Plat

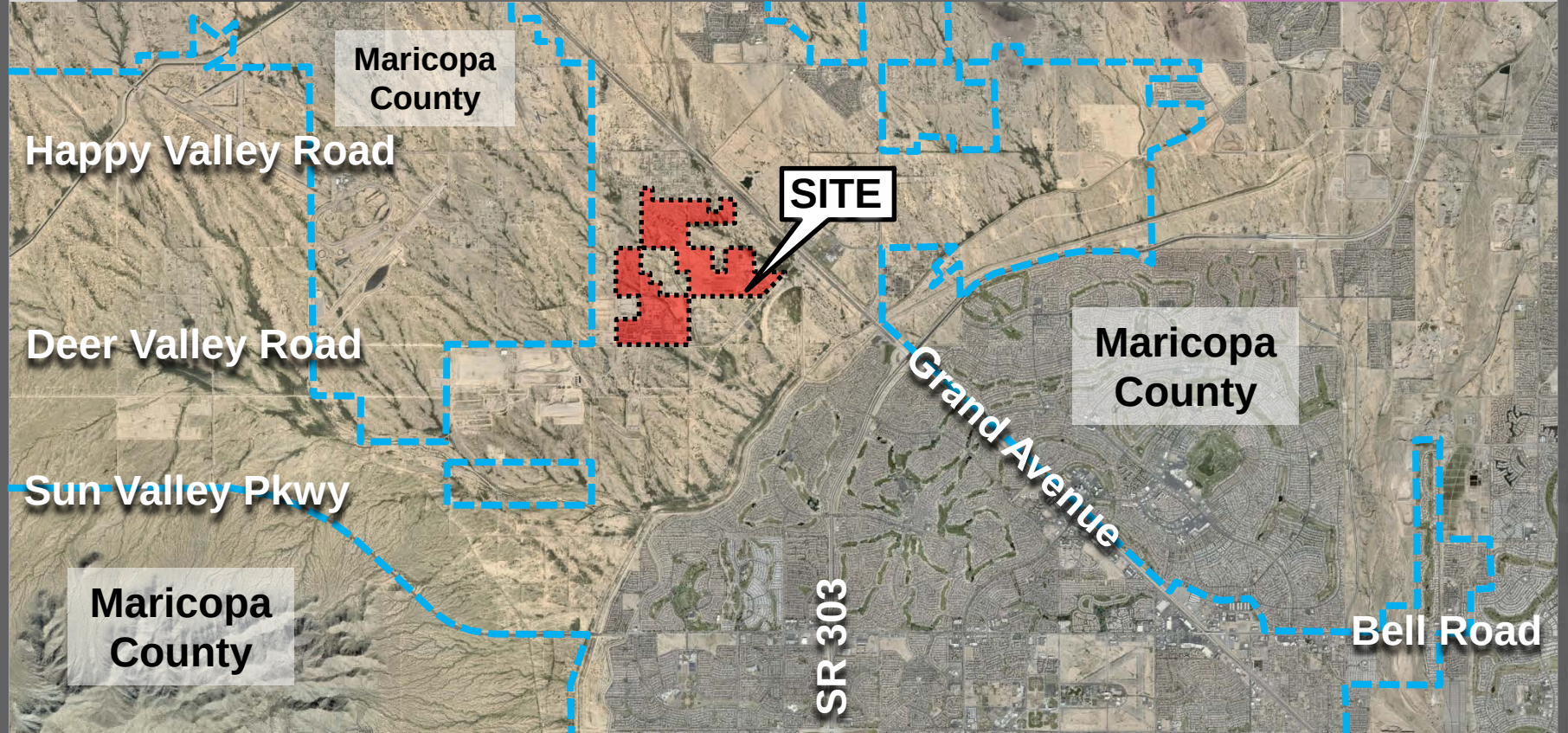
65 04 Landscape Plans

66 05 Alternative Assurance Agreement

VICINITY MAP

FS20-340

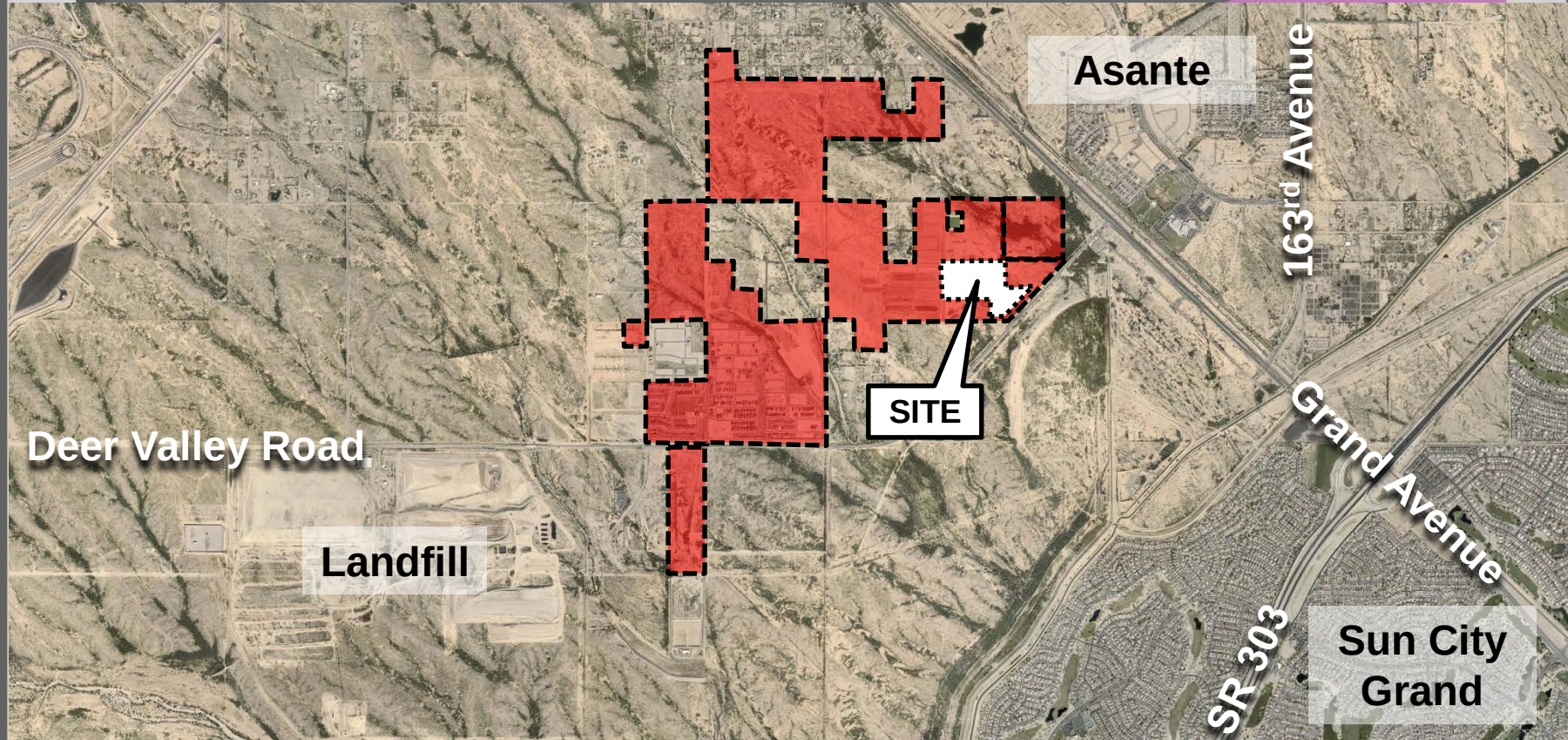
North Copper Canyon 1.2



CASE MAP

FS20-340

North Copper Canyon 1.2



DEDICATION OF DECLARATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT AUSTIN RANCH, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER") HAS SUBDIVIDED UNDER THE NAME "NORTH COPPER CANYON VILLAGE - PARCEL 1.2", A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "NORTH COPPER CANYON VILLAGE-PARCEL 1.2" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THIS PLAT.

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 GRANTS TO THE CITY OF SURPRISE AND THE NORTH COPPER CANYON COMMUNITY ASSOCIATION VEHICULAR NON-ACCESS EASEMENTS OVER, UPON AND ACROSS THE AREAS DESIGNATED AS "VEHICULAR NON-ACCESS EASEMENT" AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

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

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

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

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

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

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

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

_____ DAY OF _____, 20____.

AUSTIN RANCH, LLC., AN ARIZONA LIMITED LIABILITY COMPANY

BY: AUSTIN RANCH, LLC., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

ITS: _____

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ DATE _____
CITY ENGINEER

FINAL PLAT OF
NORTH COPPER CANYON VILLAGE - PARCEL 1.2
A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION
14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEVELOPER/OWNER

HANS KOPPENHOEFER
AUSTIN RANCH LLC C/O
COURTLAND HOMES, INC.
4160 WEST KITTY HAWK
CHANDLER, ARIZONA 85226
PHONE: (480) 893-7575

SURVEYOR

KENNETH CONVERSE, R.L.S.
T2 UTILITY ENGINEERS.
19621 N. 23RD DRIVE, STE 150,
PHOENIX, AZ 85027
PHONE: (602) 977-8000
FAX: (602) 977-8099

ENGINEER

DANIEL J. POTTINGER, P.E.
CARDNO INC.
19621 N. 23RD DRIVE, STE 150,
PHOENIX, AZ 85027
PHONE: (602) 977-8000
FAX: (602) 977-8099

RELEASE OF LIABILITY

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

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

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

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO 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.

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF THE NORTH COPPER CANYON COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "NORTH COPPER CANYON VILLAGE PARCEL 1.2" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NORTH COPPER CANYON COMMUNITY ASSOCIATION,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____ DATE: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____, 20____, BY _____

THE _____ OF AUSTIN RANCH, LLC., AN ARIZONA LIMITED LIABILITY COMPANY
IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CITY OF SURPRISE COUNCIL APPROVAL

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

THIS _____ DAY OF _____, 20____.

BY: _____ DATE _____
MAYOR

ATTEST: _____ DATE _____
CITY CLERK

SHEET INDEX

SHEET 1	DEDICATIONS, APPROVALS, CERTIFICATIONS AND NOTES
SHEET 2	KEYMAP & TYPICAL LOT DETAIL
SHEET 3	OVERALL SUBDIVISION BOUNDARY AND LEGAL DESCRIPTION
SHEET 4-8	FINAL PLAT PLAN
SHEET 9	TRACT USE, AND LOT AREA TABLES

100 YEAR ASSURED WATER SUPPLY

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

27-701113.0000 AUGUST 3, 2020
CERTIFICATE NUMBER DATE

PLAT NOTES

- IF REQUIRED FIRE FLOW IS NOT AVAILABLE, ALL RESIDENTIAL UNITS SHALL BE EQUIPPED WITH A FIRE SPRINKLING SYSTEM.
- 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. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THIS PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY COUNCIL UNDER CASE FS19-721.
- DEVELOPMENT STANDARDS ARE PER THE APPROVED AUSTIN RANCH PAD.

BASIS OF BEARING

BEARINGS ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 AND ARE EXPRESSED IN TERMS OF GRID NORTH OF THE ARIZONA COORDINATE SYSTEM 1983 (1992) (ACS83-92) CENTRAL ZONE, DETERMINED LOCALLY BY THE EAST LINE OF THE NORTHEAST QUARTER OS SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, G&SRM, HAVING A BEARING OF NORTH 00 DEGREES 28 MINUTES 35 SECONDS EAST. THIS LINE IS DEFINED BY THE EAST 1/4 CORNER OF SECTION 14, FOUND 2 INS. DIAM. ALUMINUM CAP FLUSH STAMPED "T4N R2W 1/4 S14 S13 LS33307, AND THE NORTHEAST CORNER OF SECTION 14 MARKED WITH GDACS POINT ID 12500.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS COMPLETED UNDER MY DIRECTION DURING THE MONTH OF FEB, 2020 AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Kenneth P. Converse

KENNETH P. CONVERSE R.L.S. #29259

GROSS SITE AREA:

TOTAL LOTS: 257
TOTAL ACREAGE: 1,865,989 SQ. FT. OR
42.84 ACRES MORE OR LESS



FINAL PLAT
NORTH COPPER CANYON VILLAGE PARCEL 1.2
AUSTIN RANCH, LLC C/O COURTLAND HOMES, INC
SURPRISE, AZ

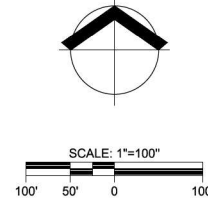
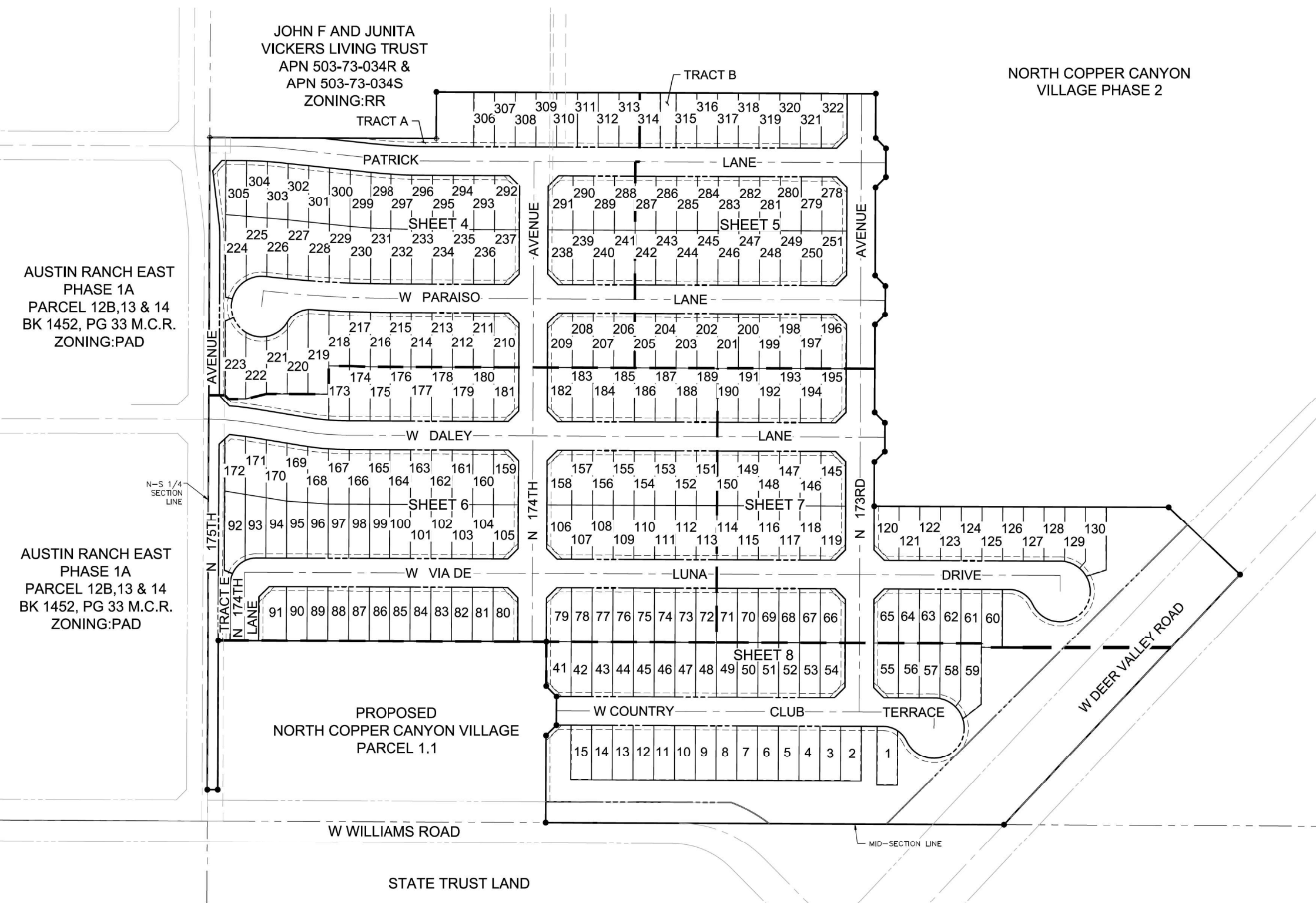
DATE	DESCRIPTION	BY



DATE | October/2020
DRAWN | JAW
DESIGNED | DLP
CHECKED | DJP
PROJECT # | 4191421000
SHEET TITLE

SHEET NUMBER
1
OF 9 SHEETS

NORTH COPPER CANYON VILLAGE - PARCEL 1.2



LEGEND

- ⊕ SURVEY CORNER MONUMENT (FOUND AS NOTED)
- INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120
- CORNER OF THIS SUBDIVISION SET 5/8" REBAR WITH CAP RLS #29259 UNLESS OTHERWISE STATED
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- M.C.R. MARICOPA COUNTY RECORDER
- R.W. RIGHT OF WAY
- E.E. ELECTRICAL EASEMENT
- A 30' X 30' SIGHT VISIBILITY TRIANGLE EASEMENT
- B 8' PUE
- MATCHLINE

KEY MAP



FINAL PLAT

NORTH COPPER CANYON VILLAGE PARCEL 1.2
AUSTIN RANCH, LLC C/O COURTLAND HOMES, INC
SURPRISE, AZ

DATE	DESCRIPTION	BY



DATE	October/2020
DRAWN	JAW
DESIGNED	DLP
CHECKED	DJP
PROJECT #	14191421000
SHEET TITLE	

SHEET NUMBER
2
OF 9 SHEETS

Cardno
PHOENIX
19621 N. 23RD DR. STE 150 PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com



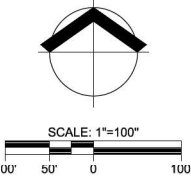
NORTH COPPER CANYON VILLAGE PARCEL 1.2

LEGAL DESCRIPTION

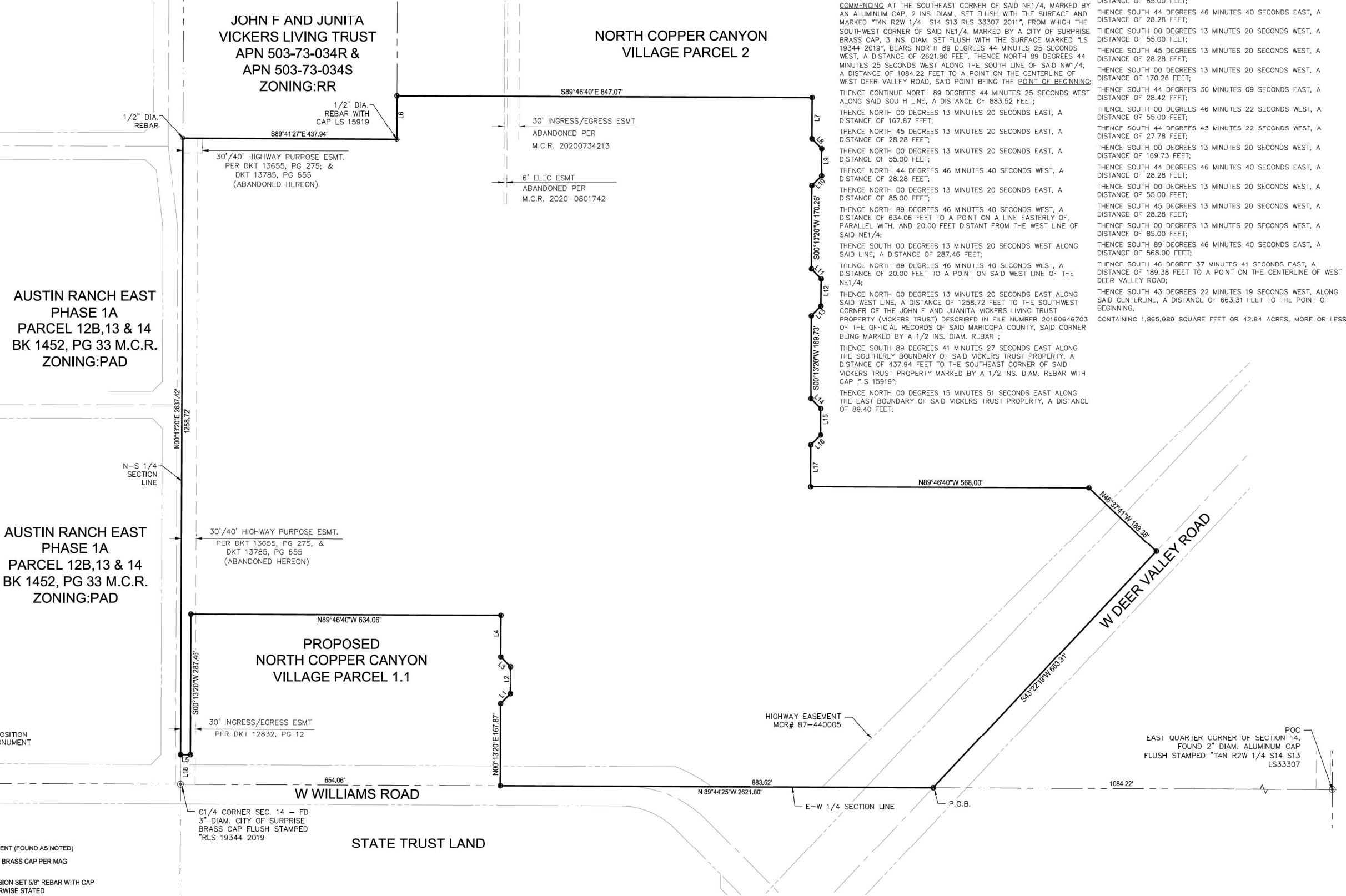
A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NE1/4, MARKED BY AN ALUMINUM CAP, 2 INS. DIAM., SET FLUSH WITH THE SURFACE AND MARKED "T4N R2W 1/4 S14 S13 RLS 33307 2011", FROM WHICH THE SOUTHWEST CORNER OF SAID NE1/4, MARKED BY A CITY OF SURPRISE BRASS CAP, 3 INS. DIAM., SET FLUSH WITH THE SURFACE MARKED "LS 19344 2019", BEARS NORTH 89 DEGREES 44 MINUTES 25 SECONDS WEST, A DISTANCE OF 2821.80 FEET, THENCE NORTH 89 DEGREES 44 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID NW1/4, A DISTANCE OF 1084.22 FEET TO A POINT ON THE CENTERLINE OF WEST DEER VALLEY ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 44 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 883.52 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 167.87 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 28.28 FEET; THENCE NORTH 44 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 85.00 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 634.06 FEET TO A POINT ON A LINE EASTERLY OF, PARALLEL WITH, AND 20.00 FEET DISTANT FROM THE WEST LINE OF SAID NE1/4; THENCE SOUTH 00 DEGREES 13 MINUTES 20 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 287.46 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT ON SAID WEST LINE OF THE NE1/4; THENCE NORTH 00 DEGREES 13 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 1258.72 FEET TO THE SOUTHWEST CORNER OF THE JOHN F AND JUNITA VICKERS LIVING TRUST PROPERTY (VICKERS TRUST) DESCRIBED IN FILE NUMBER 20160646703 OF THE OFFICIAL RECORDS OF SAID MARICOPA COUNTY, SAID CORNER BEING MARKED BY A 1/2 INS. DIAM. REBAR ; THENCE SOUTH 89 DEGREES 41 MINUTES 27 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID VICKERS TRUST PROPERTY, A DISTANCE OF 437.94 FEET TO THE SOUTHEAST CORNER OF SAID VICKERS TRUST PROPERTY MARKED BY A 1/2 INS. DIAM. REBAR WITH CAP "LS 15919"; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID VICKERS TRUST PROPERTY, A DISTANCE OF 89.40 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 40 SECONDS EAST, A DISTANCE OF 847.07 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 85.00 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 40 SECONDS EAST, A DISTANCE OF 28.28 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 45 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 28.28 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 170.26 FEET; THENCE SOUTH 44 DEGREES 30 MINUTES 09 SECONDS EAST, A DISTANCE OF 28.42 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 22 SECONDS WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 44 DEGREES 43 MINUTES 22 SECONDS WEST, A DISTANCE OF 27.78 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 169.73 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 40 SECONDS EAST, A DISTANCE OF 28.28 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 45 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 28.28 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 40 SECONDS EAST, A DISTANCE OF 568.00 FEET; THENCE SOUTH 46 DEGREE 37 MINUTES 41 SECONDS EAST, A DISTANCE OF 189.38 FEET TO A POINT ON THE CENTERLINE OF WEST DEER VALLEY ROAD; THENCE SOUTH 43 DEGREES 22 MINUTES 19 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 663.31 FEET TO THE POINT OF BEGINNING. CONTAINING 1,865,089 SQUARE FEET OR 42.81 ACRES, MORE OR LESS.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N45°13'20"E	28.28'
L2	N00°13'20"E	55.00'
L3	N44°46'40"W	28.28'
L4	N00°13'20"E	85.00'
L5	N89°46'40"W	20.00'
L6	N00°15'51"E	89.40'
L7	S00°13'20"W	85.00'
L8	S44°46'40"E	28.28'
L9	S00°13'20"W	55.00'
L10	S45°13'20"W	28.28'
L11	S44°30'09"E	28.42'
L12	S00°46'22"W	55.00'
L13	S44°43'22"W	27.78'
L14	S44°46'40"E	28.28'
L15	S00°13'20"W	55.00'
L16	S45°13'20"W	28.28'
L17	S00°13'20"W	85.00'
L18	N00°13'14"E	59.99'



- LEGEND**
- ⊕ SURVEY CORNER MONUMENT (FOUND AS NOTED)
 - INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120
 - CORNER OF THIS SUBDIVISION SET 5/8" REBAR WITH CAP RLS #29259 UNLESS OTHERWISE STATED
 - P.U.E. PUBLIC UTILITY EASEMENT
 - V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 - M.C.R. MARICOPA COUNTY RECORDER
 - R.W. RIGHT OF WAY
 - F.F. ELECTRICAL EASEMENT
 - (A) 30' X 30' SIGHT VISIBILITY TRIANGLE EASEMENT
 - (B) 8' PUE
 - MATCHLINE



FINAL PLAT
NORTH COPPER CANYON VILLAGE PARCEL 1.2
AUSTIN RANCH, LLC C/O COURTLAND HOMES, INC
SURPRISE, AZ

DATE	DESCRIPTION	BY



DATE | October/2020
DRAWN | JAW
DESIGNED | DLP
CHECKED | DJP
PROJECT # | 4191421000
SHEET TITLE

SHEET NUMBER
3
OF 9 SHEETS

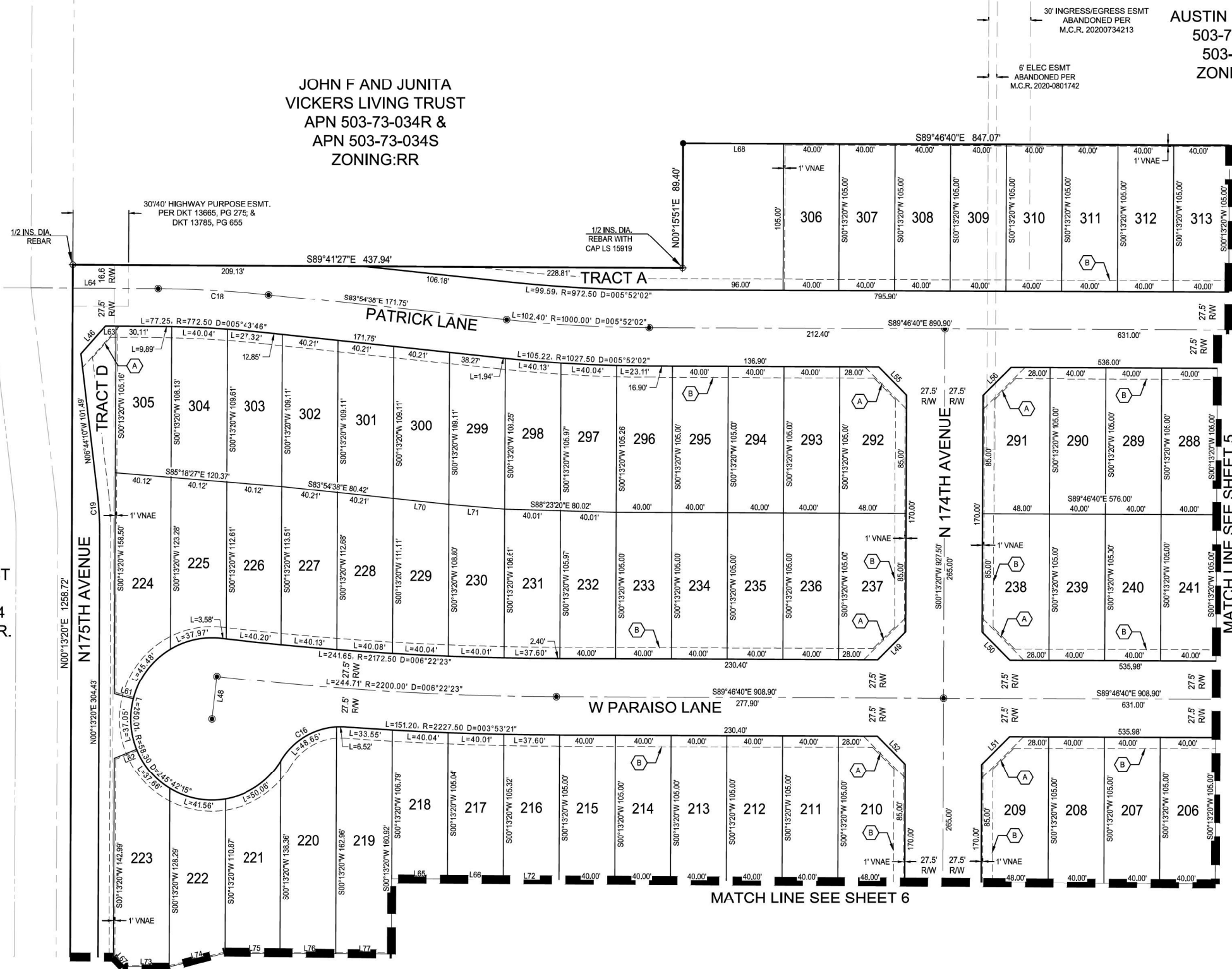
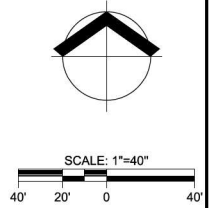
	SURVEY CORNER MONUMENT (FOUND AS NOTED)
	INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120
	CORNER OF THIS SUBDIVISION SET 5/8" REBAR WITH CAP RLS #29259 UNLESS OTHERWISE STATED
P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT
M.C.R.	MARICOPA COUNTY RECORDER
R/W	RIGHT OF WAY
E.E.	ELECTRICAL EASEMENT
	30' X 30' SIGHT TRIANGLE TRIANGLE EASEMENT
	8' PUE
	MATCHLINE

LINE TABLE		
NO.	BEARING	LENGTH
L46	N41°48'43"E	26.48'
L48	S06°35'43"W	30.80'
L49	N45°13'20"E	28.28'
L50	S44°46'40"E	28.28'
L51	N45°13'20"E	28.28'
L52	S44°46'40"E	28.28'
L55	S44°46'40"E	28.28'
L56	N45°13'20"E	28.28'
L61	N75°25'04"W	13.93'
L62	S86°10'01"W	17.20'
L63	S89°38'25"E	7.47'
L64	S89°38'25"E	91.24'
L65	S89°46'40"E	40.00'
L66	S87°53'33"E	40.02'
L67	N43°01'02"W	9.56'
L70	N83°54'48"W	40.21'
L71	N85°08'16"E	40.13'
L72	S89°46'40"E	40.00'
L73	S89°46'40"E	33.45'
L74	N76°11'09"E	41.23'
L75	S89°46'40"E	40.00'
L76	S89°46'40"E	40.00'
L77	S89°46'40"E	40.00'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C16	55°44'52"	50.00'	48.65'
C18	5°43'46"	800.00'	80.00'
C19	6°57'29"	230.00'	27.93'

AUSTIN RANCH EAST
PHASE 1A
PARCEL 12B,13 & 14
BK 1452, PG 33 M.C.R.
ZONING:PAD

AUSTIN RANCH LLC
503-73-034V &
503-73034H
ZONING:PAD



MATCH LINE SEE SHEET 6



Cardno

PHOENIX
19621 N. 23RD DR, STE 150, PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com

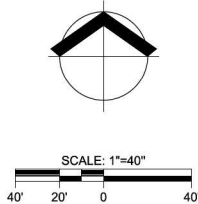


FINAL PLAT
NORTH COPPER CANYON VILLAGE PARCEL 1.2
AUSTIN RANCH, LLC C/O COURTLAND HOMES, INC
SURPRISE, AZ

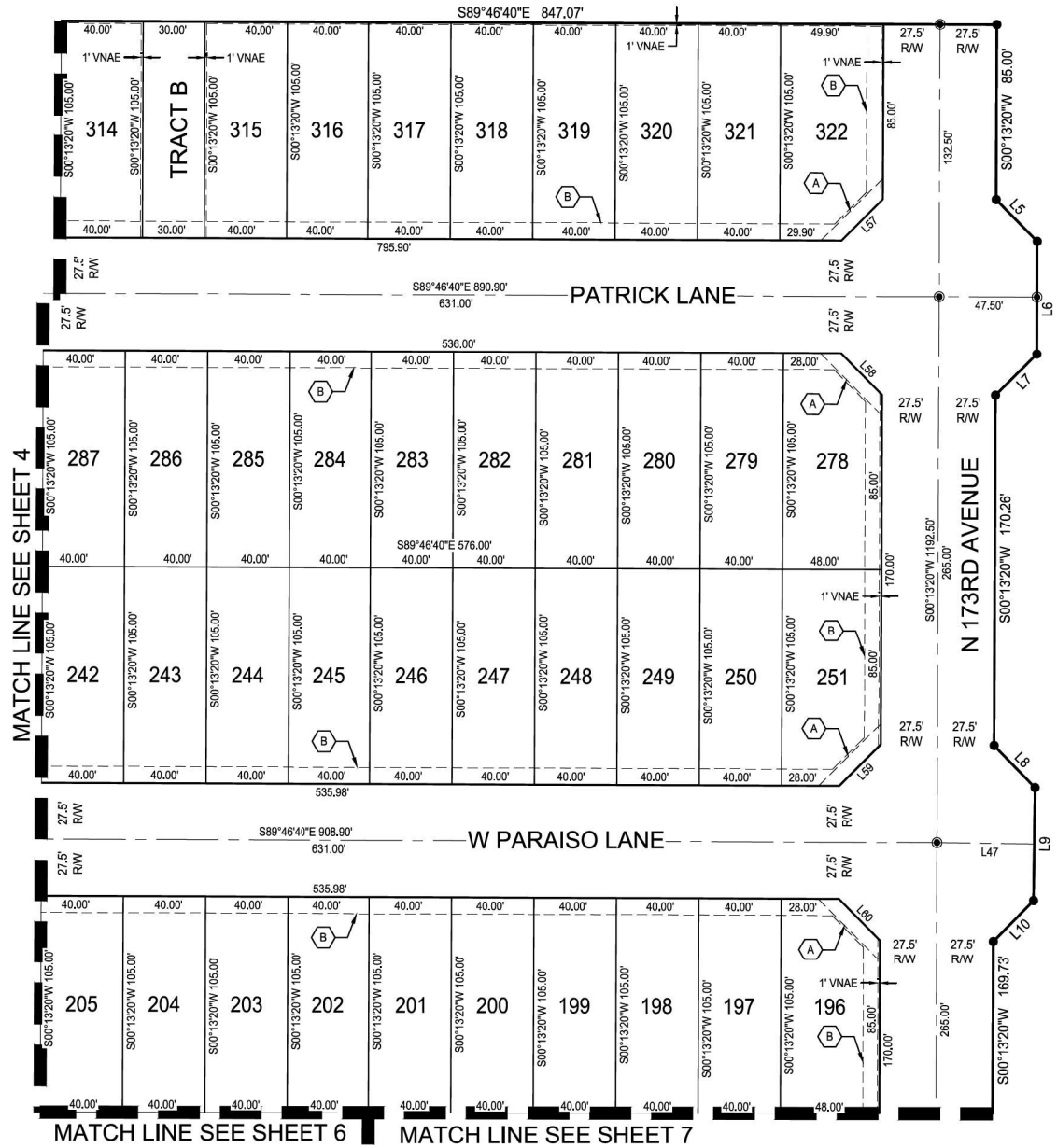
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DATE	October/2020
DRAWN	JAW
DESIGNED	DLP
CHECKED	DJP
PROJECT #	4191421000
SHEET TITLE	

SHEET NUMBER
4
OF 9 SHEETS



AUSTIN RANCH LLC
503-73-034V &
503-73034H
ZONING:PAD



LINE TABLE		
NO.	BEARING	LENGTH
L5	S44°46'40"E	28.28'
L6	S00°13'20"W	55.00'
L7	S45°13'20"W	28.28'
L8	S44°30'09"E	28.42'
L9	S00°46'22"W	55.00'
L10	S44°43'22"W	27.78'
L47	S89°13'38"E	47.24'
L57	N45°13'20"E	28.28'
L58	S44°46'40"E	28.28'
L59	N45°13'20"E	28.28'
L60	S44°46'40"E	28.28'

- LEGEND**
- ⊕ SURVEY CORNER MONUMENT (FOUND AS NOTED)
 - INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120
 - CORNER OF THIS SUBDIVISION SET 5/8" REBAR WITH CAP RLS #29259 UNLESS OTHERWISE STATED
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 - V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 - M.C.R. MARICOPA COUNTY RECORDER
 - R/W RIGHT OF WAY
 - E.E. ELECTRICAL EASEMENT
 - A 30' X 30' SIGHT VISIBILITY TRIANGLE EASEMENT
 - B 8' PUE
 - MATCHLINE



Cardno
PHOENIX
19621 N. 23RD DR. STE 150 PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com



FINAL PLAT
NORTH COPPER CANYON VILLAGE PARCEL 1.2
AUSTIN RANCH, LLC C/O COURTLAND HOMES, INC
SURPRISE, AZ

DATE	DESCRIPTION	BY



DATE	October/2020
DRAWN	JAW
DESIGNED	DLP
CHECKED	DJP
PROJECT #	14191421000
SHEET TITLE	
SHEET NUMBER	5
OF 9 SHEETS	

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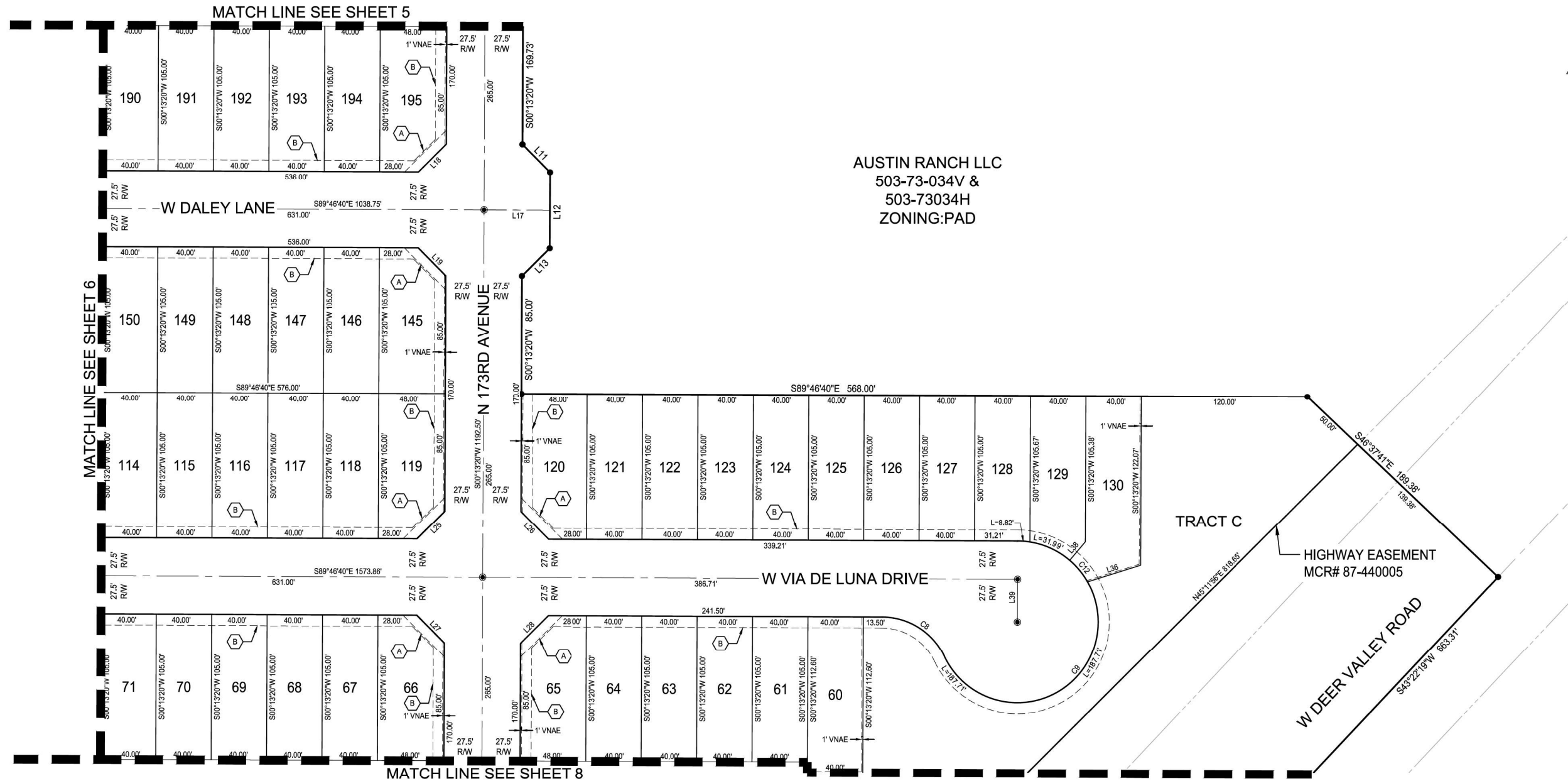
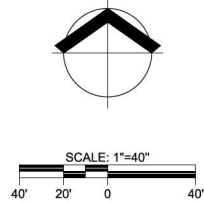
NO.	DELTA	RADIUS	LENGTH
C1	9°10'17"	600.00'	96.04'
C2	9°01'59"	500.00'	78.83'
C3	4°35'55"	627.50'	50.36'
C4	4°10'21"	572.50'	41.69'
C5	9°01'59"	472.50'	74.49'
C7	90°00'00"	50.00'	78.54'
C13	23°00'47"	50.00'	20.08'

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

ARIZONA 811
Arizona 811 Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5346)
In Maricopa County: (602) 263-1100

[illegible]



AUSTIN RANCH LLC
503-73-034V &
503-73034H
ZONING:PAD

LINE TABLE

NO.	BEARING	LENGTH
L11	S44°46'40"E	28.28'
L12	S00°13'20"W	55.00'
L13	N45°13'20"E	28.28'
L17	S89°46'40"E	47.50'
L18	N45°13'20"E	28.28'
L19	S44°46'40"E	28.28'
L25	N45°13'20"E	28.28'
L26	S44°46'40"E	28.28'
L27	S44°46'40"E	28.28'
L28	N45°13'20"E	28.28'
L36	N72°44'18"E	40.16'
L38	S40°19'50"W	17.43'
L39	N00°13'20"E	30.80'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C8	64°27'20"	50.00'	56.25'
C9	244°27'20"	58.30'	248.74'
C12	19°52'20"	58.30'	20.22'

LEGEND

- ⊕ SURVEY CORNER MONUMENT (FOUND AS NOTED)
- INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120
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- R/W RIGHT OF WAY
- E.E. ELECTRICAL EASEMENT
- (A) 30' X 30' SIGHT VISIBILITY TRIANGLE EASEMENT
- (B) 8' PUE
- MATCHLINE



DATE	DESCRIPTION	BY

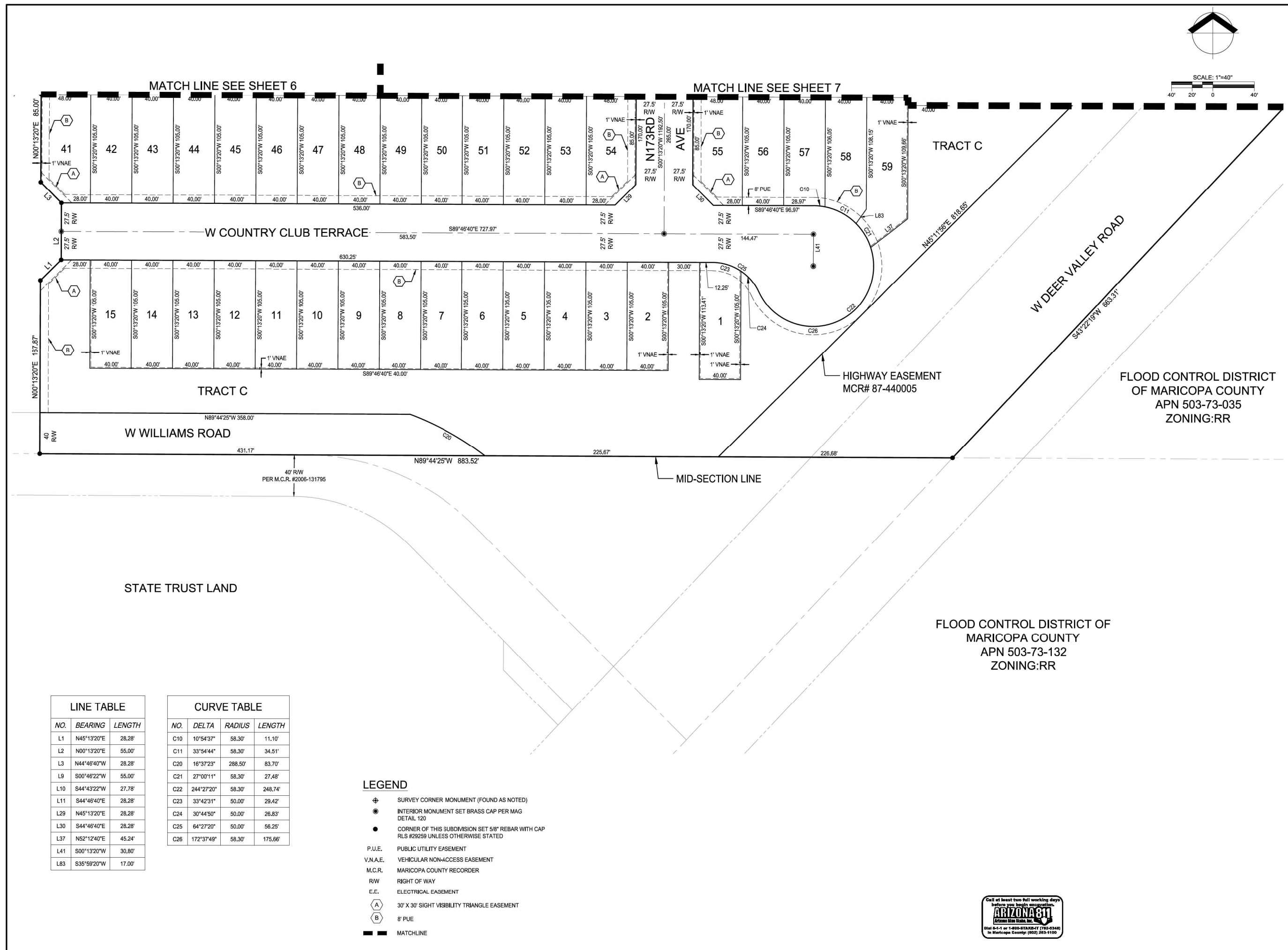


DATE	October/2020
DRAWN	JAW
DESIGNED	DLP
CHECKED	DJP
PROJECT #	14191421000
SHEET TITLE	

SHEET NUMBER

7

OF 9 SHEETS





PHOENIX
19621 N. 23RD DR. STE 150 PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com



FINAL PLAT

NORTH COPPER CANYON VILLAGE PARCEL 1.2
AUSTIN RANCH, LLC C/O COURTLAND HOMES, INC
SURPRISE, AZ

DATE	DESCRIPTION	BY



29259
KENNETH P. CONVERSE
10/6/2020
ARIZONA, U.S.A.

DATE | October/2020
DRAWN | JAW
DESIGNED | DLP
CHECKED | DJP
PROJECT # | 4191421000
SHEET TITLE

SHEET NUMBER

8

OF 9 SHEETS

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

ARIZONA811

Arizona One Stop, Inc. 800.441.8111

Or 6-4-1 or 1-800-STAR-811 (782-8111)

In Maricopa County: (602) 265-1100

LOT SUMMARY TABLE	
LOT #	AREA (SF)
1	4461
2	4200
3	4200
4	4200
5	4200
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7	4200
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15	4200
41	4840
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43	4200
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45	4200

LOT SUMMARY TABLE	
LOT #	AREA (SF)
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48	4200
49	4200
50	4200
51	4200
52	4200
53	4200
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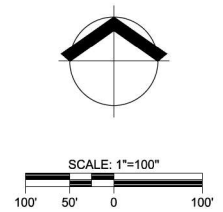
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85	4200

LOT SUMMARY TABLE	
LOT #	AREA (SF)
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93	4830
94	4542
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100	4200
101	4200
102	4200
103	4200
104	4200
105	4840

LOT SUMMARY TABLE	
LOT #	AREA (SF)
106	4840
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110	4200
111	4200
112	4200
113	4200
114	4200
115	4200
116	4200
117	4200
118	4200
119	4840
120	4840
121	4200
122	4200
123	4200
124	4200
125	4200

LOT SUMMARY TABLE	
LOT #	AREA (SF)
126	4200
127	4200
128	4202
129	4440
130	5271
145	4840
146	4200
147	4200
148	4200
149	4200
150	4200
151	4200
152	4200
153	4200
154	4200
155	4200
156	4200
157	4200
158	4840
159	4840

LOT SUMMARY TABLE	
LOT #	AREA (SF)
160	4200
161	4200
162	4200
163	4200
164	4200
165	4200
166	4200
167	4214
168	4267
169	4379
170	4453
171	4455
172	4379
173	4237
174	4226
175	4200
176	4200
177	4200
178	4200
179	4200



LOT SUMMARY TABLE	
LOT #	AREA (SF)
180	4200
181	4840
182	4840
183	4200
184	4200
185	4200
186	4200
187	4200
188	4200
189	4200
190	4200
191	4200
192	4200
193	4200
194	4200
195	4840
196	4840
197	4200
198	4200
199	4200

LOT SUMMARY TABLE	
LOT #	AREA (SF)
200	4200
201	4200
202	4200
203	4200
204	4200
205	4200
206	4200
207	4200
208	4200
209	4840
210	4840
211	4200
212	4200
213	4200
214	4200
215	4200
216	4204
217	4205
218	4234
219	6483

LOT SUMMARY TABLE	
LOT #	AREA (SF)
220	6212
221	4812
222	4683
223	5769
224	5791
225	4620
226	4525
227	4526
228	4478
229	4401
230	4311
231	4254
232	4219
233	4200
234	4200
235	4200
236	4200
237	4840
238	4840
239	4200

LOT SUMMARY TABLE	
LOT #	AREA (SF)
240	4200
241	4200
242	4200
243	4200
244	4200
245	4200
246	4200
247	4200
248	4200
249	4200
250	4200
251	4840
278	4840
279	4200
280	4200
281	4200
282	4200
283	4200
284	4200
285	4200

LOT SUMMARY TABLE	
LOT #	AREA (SF)
286	4200
287	4200
288	4200
289	4200
290	4200
291	4840
292	4840
293	4200
294	4200
295	4200
296	4202
297	4219
298	4279
299	4347
300	4364
301	4364
302	4364
303	4380
304	4362
305	4267

LOT SUMMARY TABLE	
LOT #	AREA (SF)
306	4200
307	4200
308	4200
309	4200
310	4200
311	4200
312	4200
313	4200
314	4200
315	4200
316	4200
317	4200
318	4200
319	4200
320	4200
321	4200
322	5040
TOTAL LOT AREA = 1,116,771 SQUARE FEET OR 25.64 ACRES MORE OR LESS	

TRACT USE AND AREA TABLE			
TRACT	PRIMARY USE	SQ. FT.	ACRE
TRACT A	LANDSCAPE/DRAINAGE	9910	0.228
TRACT B	LANDSCAPE	3150	0.072
TRACT C	LANDSCAPE/DRAINAGE	100667	2.311
TRACT D	LANDSCAPE/DRAINAGE	13263	0.304
TRACT E	LANDSCAPE	5867	0.135
TOTAL TRACT AREA = 132,857 SQUARE FEET OR 3.05 ACRES MORE OR LESS.			

RIGHT OF WAY AREA TABLE			
TRACT	PRIMARY USE	SQ. FT.	ACRE
N 173RD AVENUE	RIGHT-OF-WAY	74955	1.721
N 174TH AVENUE	RIGHT-OF-WAY	57401	1.318
N 174TH LANE	RIGHT-OF-WAY	9563	0.220
N 175TH AVENUE	RIGHT-OF-WAY	25925	0.595
PATRICK LANE	RIGHT-OF-WAY	65422	1.502
W COMPANY CLUB TERRACE	RIGHT-OF-WAY	49987	1.148
W DALEY LANE (EAST)	RIGHT-OF-WAY	29480	0.677
W DALEY LANE (WEST)	RIGHT-OF-WAY	29758	0.683
W PARAISO LANE (EAST)	RIGHT-OF-WAY	29479	0.677
W PARAISO LANE (WEST)	RIGHT-OF-WAY	34582	0.794
W VIA DE LUNA DRIVE (EAST)	RIGHT-OF-WAY	27105	0.622
W VIA DE LUNA DRIVE (MID)	RIGHT-OF-WAY	29480	0.677
W VIA DE LUNA DRIVE (WEST)	RIGHT-OF-WAY	25363	0.582
WILLIAMS ROAD	RIGHT-OF-WAY	15952	0.366
TOTAL RIGHT OF WAY AREA = 504,452 SQUARE FEET OR 11.58 ACRES MORE OR LESS			

TOTAL SUMMARY TABLE	
TOTAL LOT AREA	1,116,771 SQ FT, 25.64 AC.
TOTAL TRACT AREA	132,857 SQ FT, 3.05 AC.
TOTAL RIGHT OF WAY AREA	504,452 SQ FT, 11.58 AC.
DEER VALLEY ROAD	111,909 SQ FT, 2.57 AC.
COMBINE TOTAL AREA	1,865,989 SQ FT, 42.84 AC.



Cardno

PHOENIX
19621 N. 23RD DR, STE 150, PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com



FINAL PLAT
NORTH COPPER CANYON VILLAGE PARCEL 1.2
AUSTIN RANCH,LLC C/O COURTLAND HOMES, INC
SURPRISE, AZ

[illegible]

DATE	October/2020
DRAWN	JAW
DESIGNED	DLP
CHECKED	DJP
PROJECT #	4191421000
SHEET TITLE	

SHEET NUMBER

9

OF 9 SHEETS

IRRIGATION NOTES

1. ALL IRRIGATION TO UTILIZE AN AUTOMATIC CLOCK AS SPECIFIED. LOCATE POWER SOURCE IN THE FIELD.
2. USE COMMON TRENCHES WHERE POSSIBLE
3. USE PEN-TITES AND SEALER FOR ALL LOW VOLTAGE WIRING WITH ELECTRICAL VALVES
4. ALL MAINLINE TO BE BURIED A MINIMUM OF 18" BELOW FINISH GRADE. ALL LATERALS TO BE BURIED A MINIMUM OF 12" BELOW FINISH GRADE.
5. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. VALVE BOX LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT.
6. VACUUM BREAKER TO BE ASSEMBLE WITH ALL HARD COPPER PIPE AND FITTINGS. A UNION SHALL BE INSTALLED ON BOTH INLET AND OUTLET SIDES OF PIPE ABOVE GRADE.
7. MAINTAIN IRRIGATION AS-BUILTS AND TURN OVER TO OWNER PRIOR TO INSTALLATION ACCEPTANCE. AS-BUILT PLANS TO BE AVAILABLE FOR REVIEW AT THE TIME OF FINAL WALK THRU.
8. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS. ALL LINES AND EQUIPMENT LOCATIONS ARE SCHEMATIC.
9. IRRIGATION AND ELECTRICAL SLEEVES TO BE SCH. 40 PVC. ALL SLEEVES TO EXTEND AT LEAST 1" BEYOND CONCRETE STRUCTURES, ALLOW 4-6" FROM END OF SLEEVES TO FIRST FITTING ON IRRIGATION LINE. ALL SLEEVES TO BE 24" BELOW GRADE AND/OR AS PER OWNER'S SPECIFICATIONS.
10. LANDSCAPE CONTRACTOR RESPONSIBLE FOR ALL REQUIRED IRRIGATION SLEEVEING. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR. VERIFY ANY EXISTING SLEEVES INSTALLED BY OTHER CONTRACTORS.
11. LOCATE EMITTERS ON UPHILL SIDE OF PLANTS ON SLOPED PLANTING AREA OR PER APPROVAL BY ARCHITECT OR OWNER'S REPRESENTATIVE.
12. ALL PEA GRAVEL IN VALVE BOXES TO BE CLEANED FROM TOP OF VALVE SO THAT VALVE IS COMPLETELY VISIBLE, LIP OF VALVE BOX SHALL ALSO BE FREE OF DEBRIS.
13. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURERS SPECIFICATIONS. ANY DEVIATIONS FROM DRAWINGS OR MATERIAL USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND/OR ARCHITECT.
14. LOCATE PRESSURE REGULATOR AND 'Y' STRAINER IN A VALVE BOX AS REQUIRED. REMOTE CONTROL VALVES TO BE LOCATED IN A SEPARATE, ADJACENT VALVE BOX OR A JUMBO VALVE BOX MAY BE USED IN LIEU OF TWO SEPARATE BOXES. ALL BOXES TO BE LOCATED IN PLANTING AREAS AND INSTALLED FLUSH W/ GRADE.
15. ALL DRIP SYSTEMS TO BE FLUSHED THROUGH FLUSH CAPS. FLUSH CAPS TO BE LOCATED IN 10" ROUND ECONOMY BOXES. (SEE NOTE #11)
16. ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOTBALL.
17. PRIOR TO OWNERS APPROVAL, AN IRRIGATION "TUNE-UP" MUST BE PERFORMED AS FOLLOWS:

a. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS.

b. ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH THE 'Y' STRAINER, AND WORKING AWAY FROM PRESSURE REGULATOR.

c. IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS CORRESPONDING TO MARKED LABELS ON TOP OF VALVE BOXES. THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF THE CONTROLLER.

d. ALL IRRIGATION SPRAY HEADS ARE TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS ADJUSTED IN ORDER TO ACHIEVE 100% COVERAGE. AVOID SPRAY INTO ALL STREETS, CURBS, SIDEWALKS OR ANY OTHER HARDSCAPE AREA OR STRUCTURE.

e. ALL IRRIGATION HEADS TO BE ADJUSTED TO PROPER HEIGHT.
18. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLER LOCATIONS. ALL ELECTRICAL WORK TO BE PER MANUFACTURER'S SPECIFICATIONS AND PER LOCAL CODE.
19. IRRIGATION PLAN IS SCHEMATIC. ACTUAL BACKFLOW PREVENTOR LOCATION TO BE SCREENED FROM VIEW BY PLANT MATERIAL. REFER TO PLANTING PLAN FOR SCREENING.
20. CONTROLLER WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES AND DRIP LINES. AT LEAST ONE EXTRA CONTROL WIRE TO BE RUN TO THE FARTHEST VALVE LOCATION OF THE SYSTEM.
21. ALL IRRIGATION LINES ARE SCHEMATIC. THE CONTRACTOR IS RESPONSIBLE FOR RUNNING IRRIGATION LINES TO ALL TREES, SHRUBS, AND GROUND COVER ON THE PROJECT. ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN LANDSCAPE AREAS AND WITHIN THE LIMITS OF WORK.
22. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES WHEREVER POSSIBLE.
23. TREES ARE TO BE VALVED SEPARATELY FROM SHRUBS AND GROUND COVER.
24. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL SLEEVEING NECESSARY TO RUN IRRIGATION LINES AND CONTROL WIRE UNDER ANY REQUIRED HARDSCAPE AREAS, WALLS, ETC.
25. CONTRACTOR SHALL ADJUST ALL SPRAY HEADS AS NECESSARY TO AVOID OVER SPRAY ONTO ALL WALKS, CURBS, OR ANY OTHER HARDSCAPE AREAS AND TO ACHIEVE 100% COVERAGE.
26. CONTRACTOR TO PROVIDE EMITTERS TO ALL TREES IN TURF AREAS. EMITTERS TO TREES IN TURF AREAS SHALL BE BURIED IN PLASTIC BOXES. TOP OF BOXES TO BE FLUSH WITH GRADE.
27. EXISTING CITY OF SURPRISE IRRIGATION SHALL BE MODIFIED IN RIGHT OF WAY AND CONNECTED TO THE NEW SYSTEM. MAINTAIN ANY THROUGH IRRIGATION REQUIREMENTS CONTRACTOR TO CAP OFF OR ABANDON EXISTING IRRIGATION TO PLANT MATERIAL AND PROVIDE NEW IRRIGATION FRO PROJECT TO EXISTING RIGHT OF WAY LANDSCAPING.

CITY OF SURPRISE GENERAL NOTES

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF PLANS AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ONWNER'S AGENT.
3. ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSED ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPE AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/ OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
5. 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 ANY BUILDINGS IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE OF LANDSCAPE AREAS SHALL BE 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OF GRASS SEED/SOD.
6. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE SEPARATE PERMIT.
7. ALL TREES AND SHRUBS LOCATED IN THE LINE-OF-SIGHT WILL BE MAINTAINED FOR A CLEAR AREA BETWEEN 2.5' TO 7', PER CITY OF SURPRISE STANDARD DETAILS 4-01 AND 4-02.
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.

LANDSCAPE NOTES

1. PROVIDE LANDSCAPE ARCHITECT A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE.
2. PREPARED BACKFILL FOR PLANTING PITS SHALL BE 4 PARTS NATIVE SOIL TO 1 PART NITROGEN STABILIZED MULCH. MIX MULCH AND SOIL BACKFILL THOROUGHLY TO CREATE BACKFILL PRIOR TO PLACING IN PIT.
3. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION 795. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
4. PLANT TABLETS TO BE AGRIFORM 21 GRAM, 20-10-5 FERTILIZER TABLETS.
5. CONTRACTORS RESPONSIBILITY TO FIELD ESTIMATE DECOMPOSED GRANITE QUANTITIES. INDICATE THE UNIT PRICE ONLY AT THE TIME OF BIDDING.
6. ALL PLANTS MUST BE INSPECTED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING.
7. PLANT QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR, PLANS TAKE PRECEDENCE.
8. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-782-5348.
9. PRIOR TO BIDDING, THE LANDSCAPE SUPERINTENDENT SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK REQUIRED.
10. THE LANDSCAPE CONTRACTOR SHALL WARRANTY THE WORK FOR A PERIOD OF ONE YEAR.
11. CLARIFICATION OF DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
12. BEFORE WORK BEGINS ON THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE ARCHITECT AND/OR OWNER,S REPRESENTATIVE.
13. THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND THE CITY OF SURPRISE IS TO APPROVE ANY AND ALL SUBSTITUTIONS.
14. THE LANDSCAPE ARCHITECT AND /OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED UNACCEPTABLE. ALL PLANT MATERIAL SHALL BE INSPECTED PRIOR TO INSTALLATION.
15. UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND RAKED UNIFORMLY ALONG WALLS, SIDEWALKS, AND CURBS.
16. SEE ENGINEERING OR ARCHITECTURAL DRAWINGS FOR DRAINAGE FLOWS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED AND ARE NOT IMPAIRED WITH OBSTRUCTIONS.
17. DOUBLE STAKE ALL TREES OUTSIDE ROOTBALL.
18. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
19. LANDSCAPE CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE TO BE REINSPECTED DURING FINAL WALK THRU. ANY DAMAGED AREAS TO BE REPAIRED AT CONTRACTOR'S EXPENSES.
20. PLANTS TOBE LOCATED AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.
21. LANDSCAPE CONTRACTOR TO CONTACT ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OFFPRE-EMERGENT FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.
22. LANDSCAPE PLANS MUST CONFORM TO CIVIL DRAWINGS.
23. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBLTY OF THE HOME OWNER'S ASSOCIATION.

SPECIAL NOTES:

1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE EDS STD. 8-14 WHEN TREES ARE WITHIN 3' OF SIDEWALKS, CURBS, PAVEMENT OR WALLS.
2. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR AN APPROVED EQUIVALENT BY THE OWNWER/LANDSCAPE ARCHITECT.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB. LOCAL STREETS WILL HAVE A MINIMUM OF ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/OR GROUND COVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE. HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE WILL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUND COVER PLANTS.
4. TREE SPECIES PERMITTED WITHIN THE R.O.W.:

- ACACIA SALICINA (WILLOW ACACIA)

- ACACIA STENOPHYLLA (SHOESTRING ACACIA)

- ACACIA WILLARDIANA (PALO BLANCO)

- CALLISTEMON RIGIDUS (BOTTLEBRUSH)

- QUERCUS VIRGINIANA (SOUTHERN LIVE OAK)

- SOPHORA SECUNDIFLORA (TEXAS MTN. LAUREL)

- CHILOPSIS LINEARIS (DESERT WILLOW)

- OLEA EUROPAEA (SWAN HILL OLIVE)

- FRAXINUS GREGGII (LITTLE LEAF ASH)
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES.
6. DEVELOPER RESERVES THE RIGHT TO REPLACE ANY TREE, OUTSIDE OF THE R.O.W., WITH A SALVAGED TREE OF EQUAL OR GREATER SIZE THAN WHAT IS SPECIFIED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING, PER CITY OF SURPRISE EDS STD. 8.2(5).
8. HOMES LOCATED ON INTERSECTIONS ARE REQUIRED TO HAVE THE SIDE YARD LANDSCAPING AT THE RATE OF (1) 24" BOX TREE AND (4) 5 GALLON SHRUBS AND/OR GROUND COVER PLANTS PER 25 LINEAR FEET INCLUDED WITH THE FRONT YARD LANDSCAPING BY THE DEVELOPER.

SHEET INDEX

SHEET #	DESCRIPTION
L0.1	COVER SHEET
L1.1 - L1.4	PLANTING PLANS
L2.1 - L2.4	IRRIGATION PLANS
L3.1	WALL PLAN
L4.1 - L4.2	DETAILS

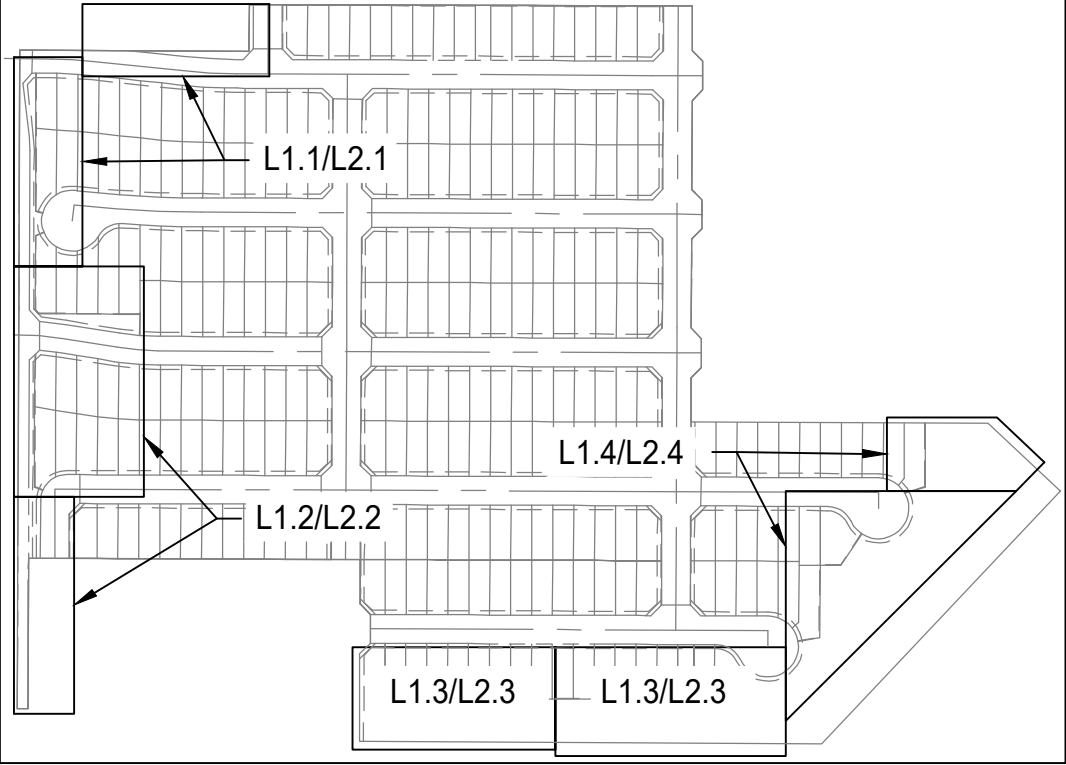
LANDSCAPE ARCHITECT

McGOUGH ADAMSON
535 E. MCKELLIPS ROAD, STE 131
MESA, ARIZONA 85203
CONTACT: NICK ADAMSON, RLA
602-997-9093
nicka@mg-az.com

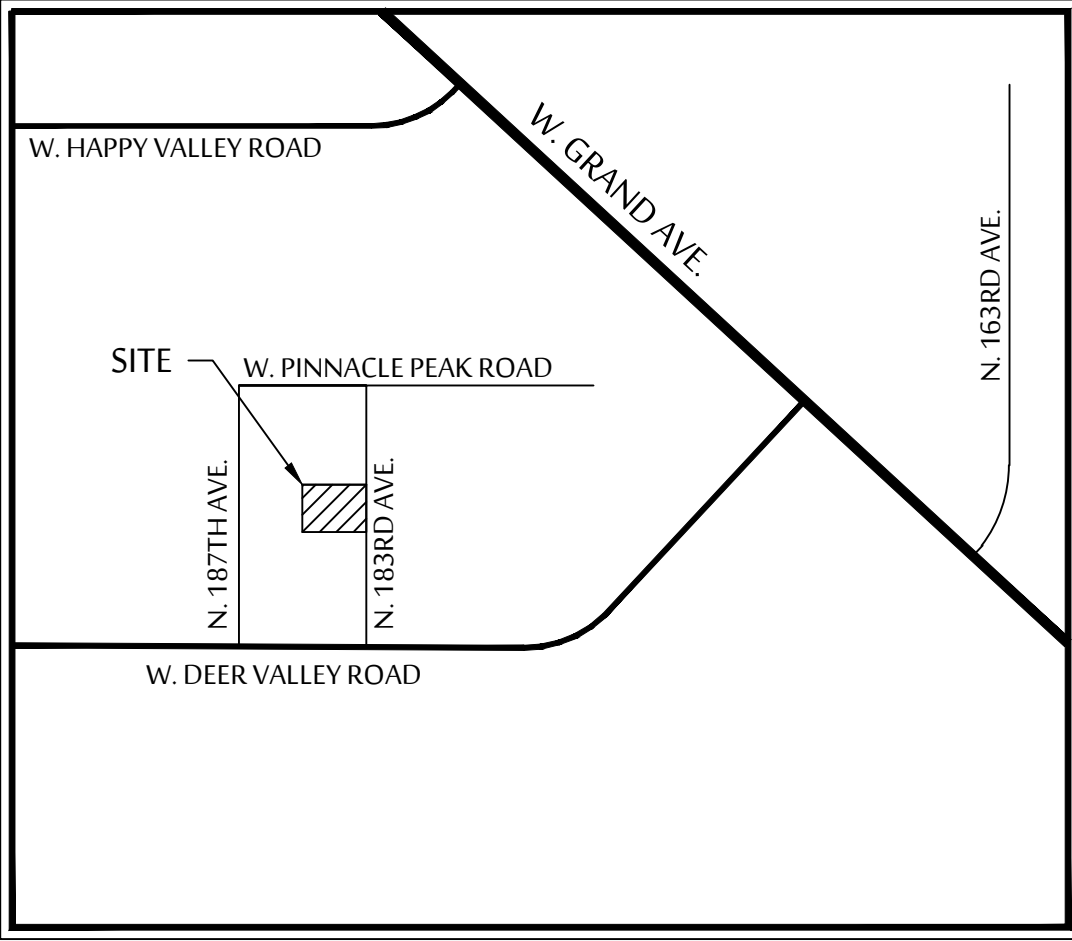
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	ACACIA ANEURA - MULGA	22	24" BOX	STANDARD
	ACACIA SALICINA - WILLOW ACACIA	32	24" BOX	STANDARD
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW	44	24" BOX	MULTI-TRUNK
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE	46	24" BOX	MULTI-TRUNK
	PARKINSONIA FLORIDA - BLUE PALO VERDE	23	24" BOX	STANDARD
	PROSOPIS HYBRID 'AZT' - 'AZT' THORNLESS MESQUITE	49	24" BOX	MULTI-TRUNK
SHRUBS				
	CALLIANDRA ERIOPHYLLA - PINK FAIRY DUSTER	129	5 GAL	CAN FULL
	ENCELIA FARINOSA - BRITTLEBUSH	171	5 GAL	CAN FULL
	HYPTIS EMORYI - DESERT LAVENDER	74	5 GAL	CAN FULL
	JUSTICIA CALIFORNICA - CHUPAROSA	60	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	126	5 GAL	CAN FULL
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE	220	5 GAL	CAN FULL
	SIMMONDSIA CHINENSIS - JOJOBA	138	5 GAL	CAN FULL
	SPHAERALCEA - AMBIGUA - GLOBE MALLOW	133	5 GAL	CAN FULL
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	50	5 GAL	CAN FULL
	AGAVE PARRYI - PARRY'S AGAVE	71	5 GAL	CAN FULL
	ASCLEPIUS SUBULATA - DESERT MILKWEED	102	5 GAL	CAN FULL
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS	119	5 GAL	CAN FULL
	DASYLIRION WHEELERI - DESERT SPOON	163	5 GAL	CAN FULL
	FOUQUIERIA SPLENDENS - OCOTILLO	28	8 CANES	BARE ROOT
	HESPERALOE PARVIFLORA 'PERPA' - 'BRAKELIGHTS' RED YUCCA	74	5 GAL	CAN FULL
	MUHLENBERGIA RIGENS - DEER GRASS	183	5 GAL	CAN FULL
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR	17	5 GAL	2 PADS MIN.
GROUND COVERS				
	ACACIA REDOLENS - TRAILING ACACIA	113	5 GAL	CAN FULL
	AMBROSIA DELTOIDEA - TRIANGLELEAF BURSAGE	202	5 GAL	CAN FULL
	BAILEYA MULTIRADIATA - DESERT MARIGOLD	123	5 GAL	CAN FULL
	EREMOPHILA GLABRA HYBRID - 'OUTBACK SUNRISE' EMU	58	5 GAL	CAN FULL
	DECOMPOSED GRANITE - COLOR T.B.D. BY OWNER - MINIMUM 2" DEPTH	189,621 SQ.FT.		

KEY MAP



VICINITY MAP



535 E. MCKELLIPS RD, SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-9093



COVER SHEET
NORTH COPPER CANYON VILLAGE PARCEL 1.2
NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

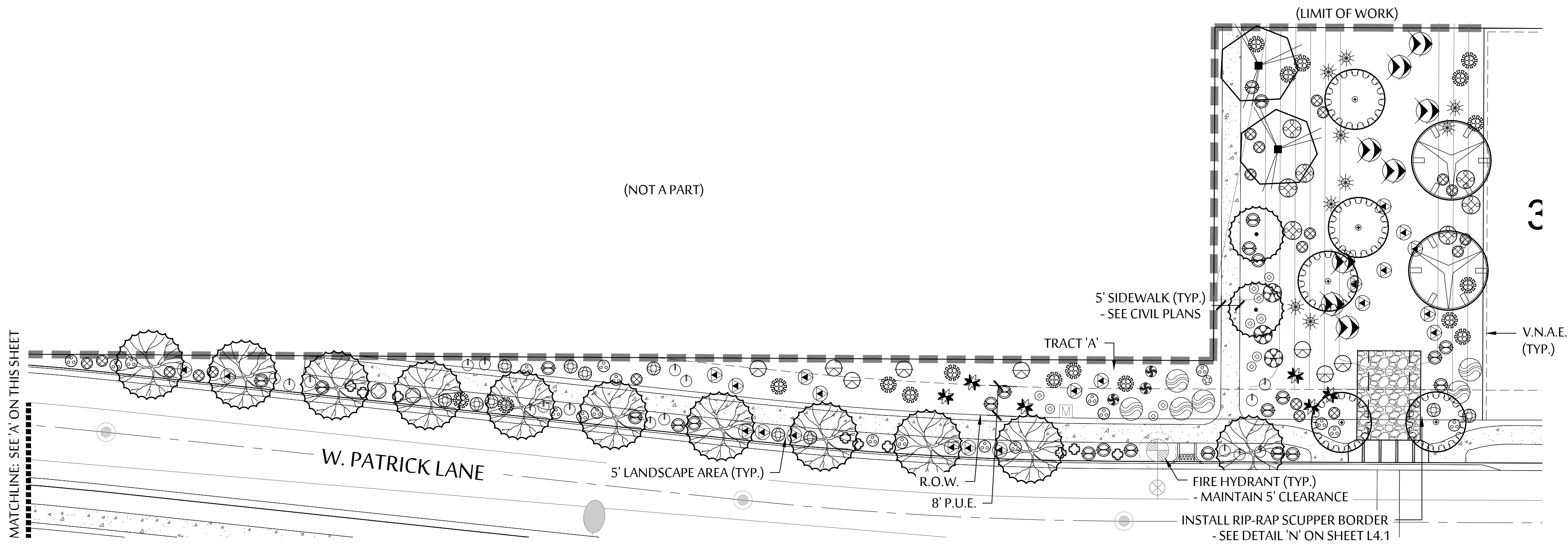
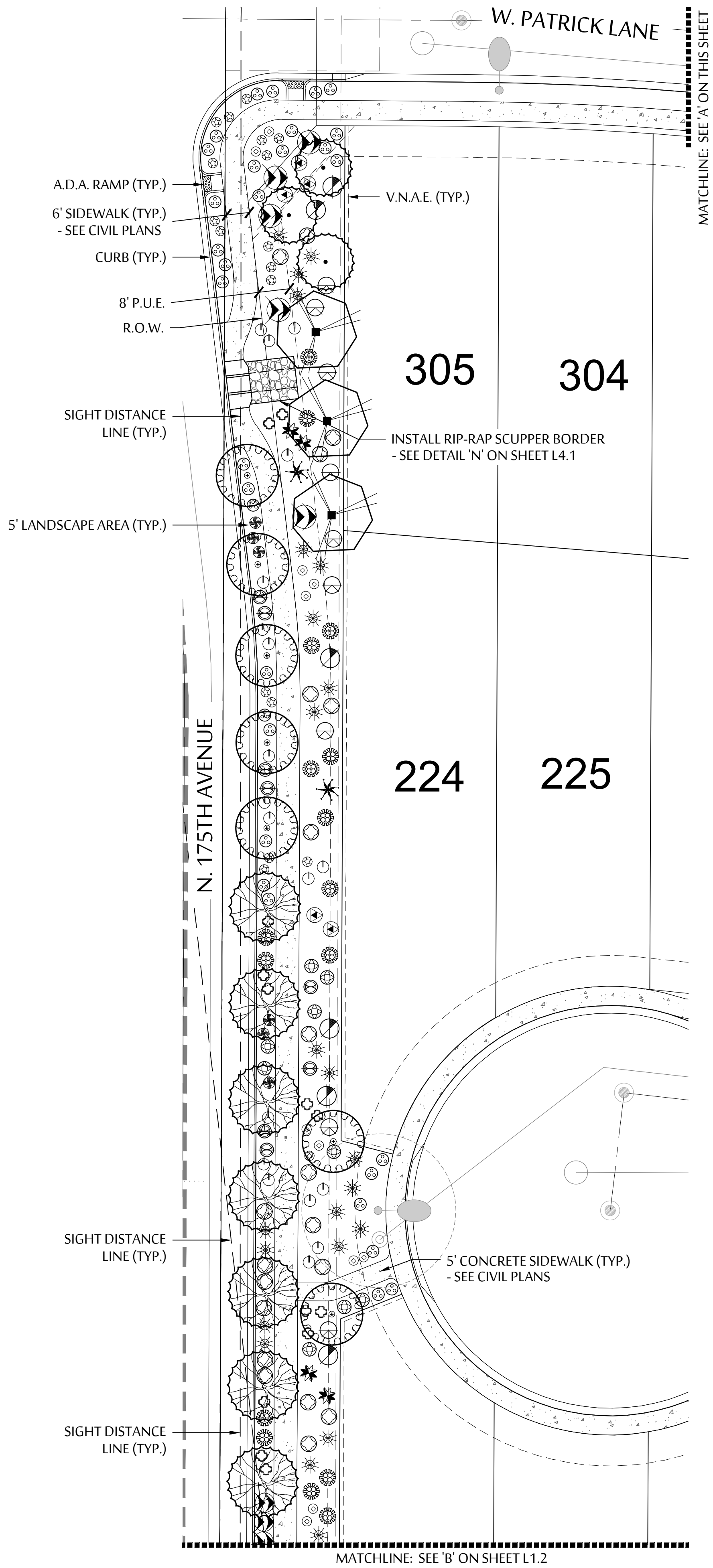
These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO.	19-72
DATE:	10-06-2020
DRAWN BY:	BD
CHECKED BY:	NA

REVISIONS:	10-06-2020

CASE NUMBER:	FS20-340
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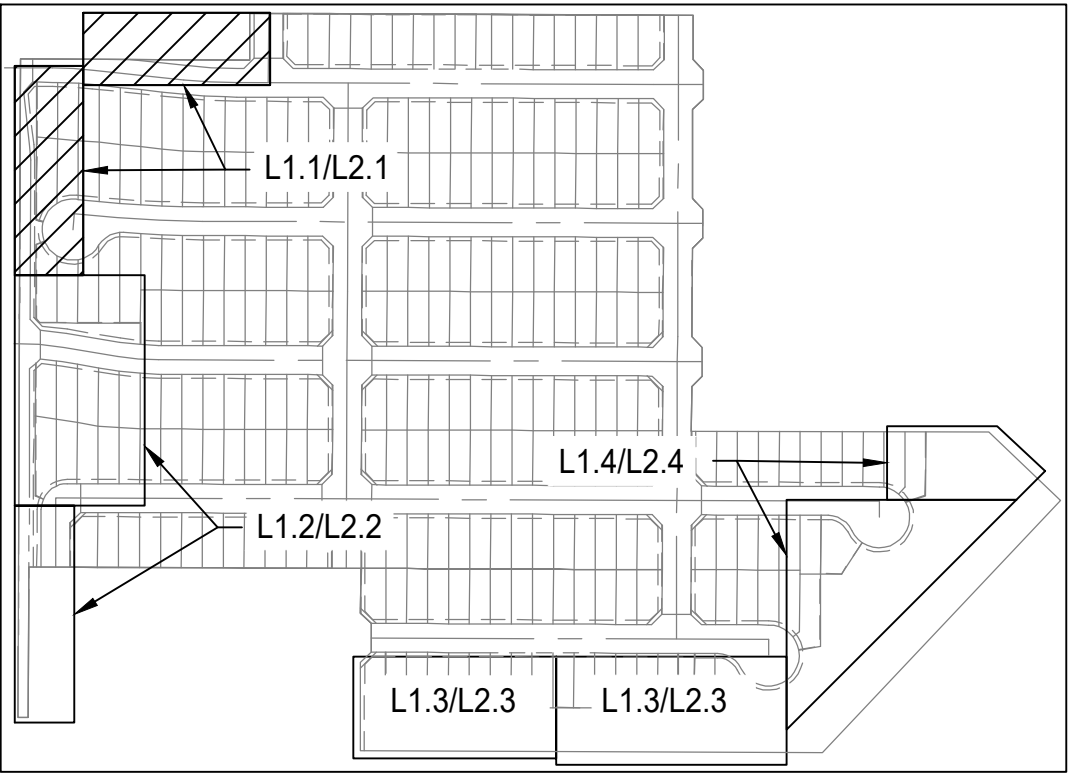
SHEET NO.	L 0.1
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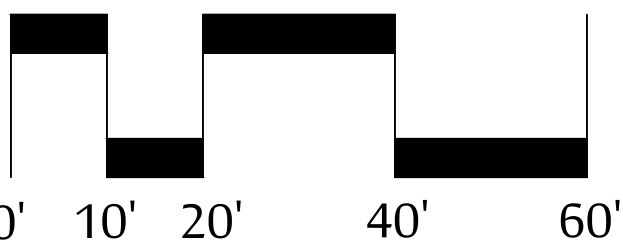
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA
	ACACIA SALICINA - WILLOW ACACIA
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
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	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA - AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARRYI - PARRY'S AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA 'PERPA' - 'BRAKELIGHTS' RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLELEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	EREMOPHILA GLABRA HYBRID - 'OUTBACK SUNRISE' EMU
	DECOMPOSED GRANITE - COLOR T.B.D. BY OWNER - MINIMUM 2" DEPTH

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN

NORTH COPPER CANYON VILLAGE PARCEL 1.2

NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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JOB NO. 19-72

DATE: 10-06-2020

DRAWN BY: BD

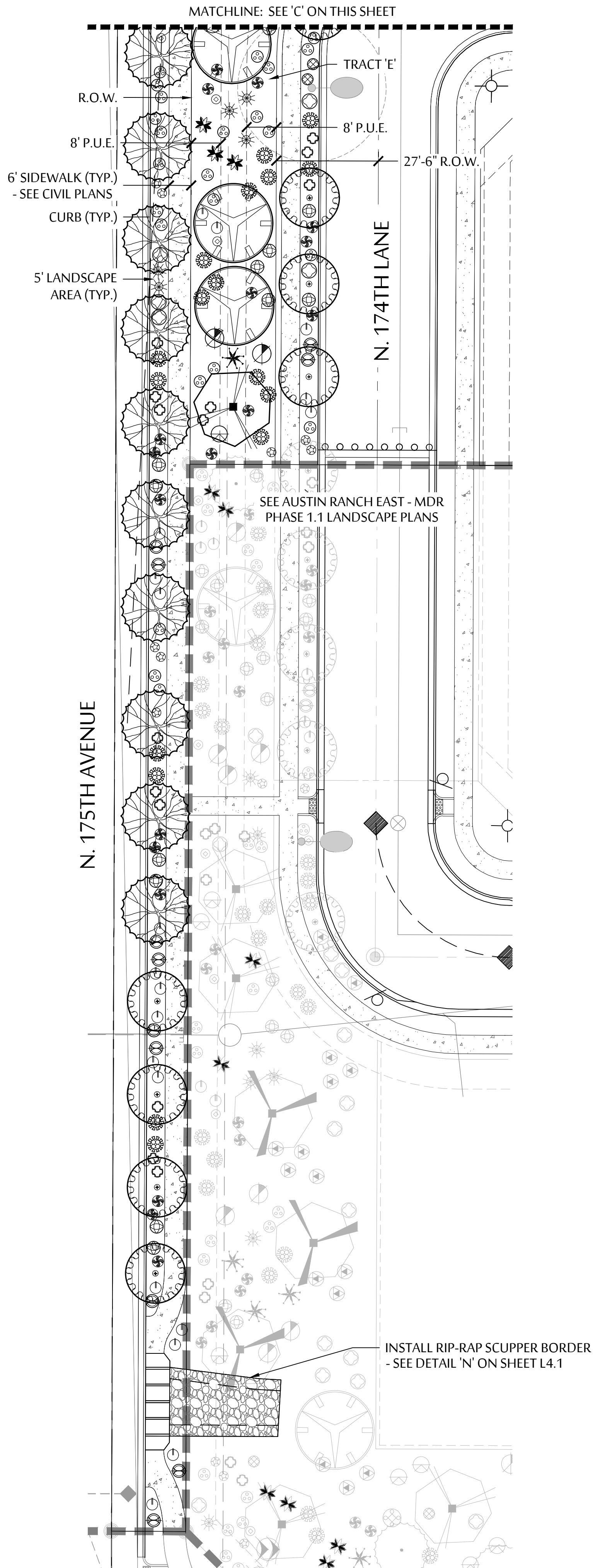
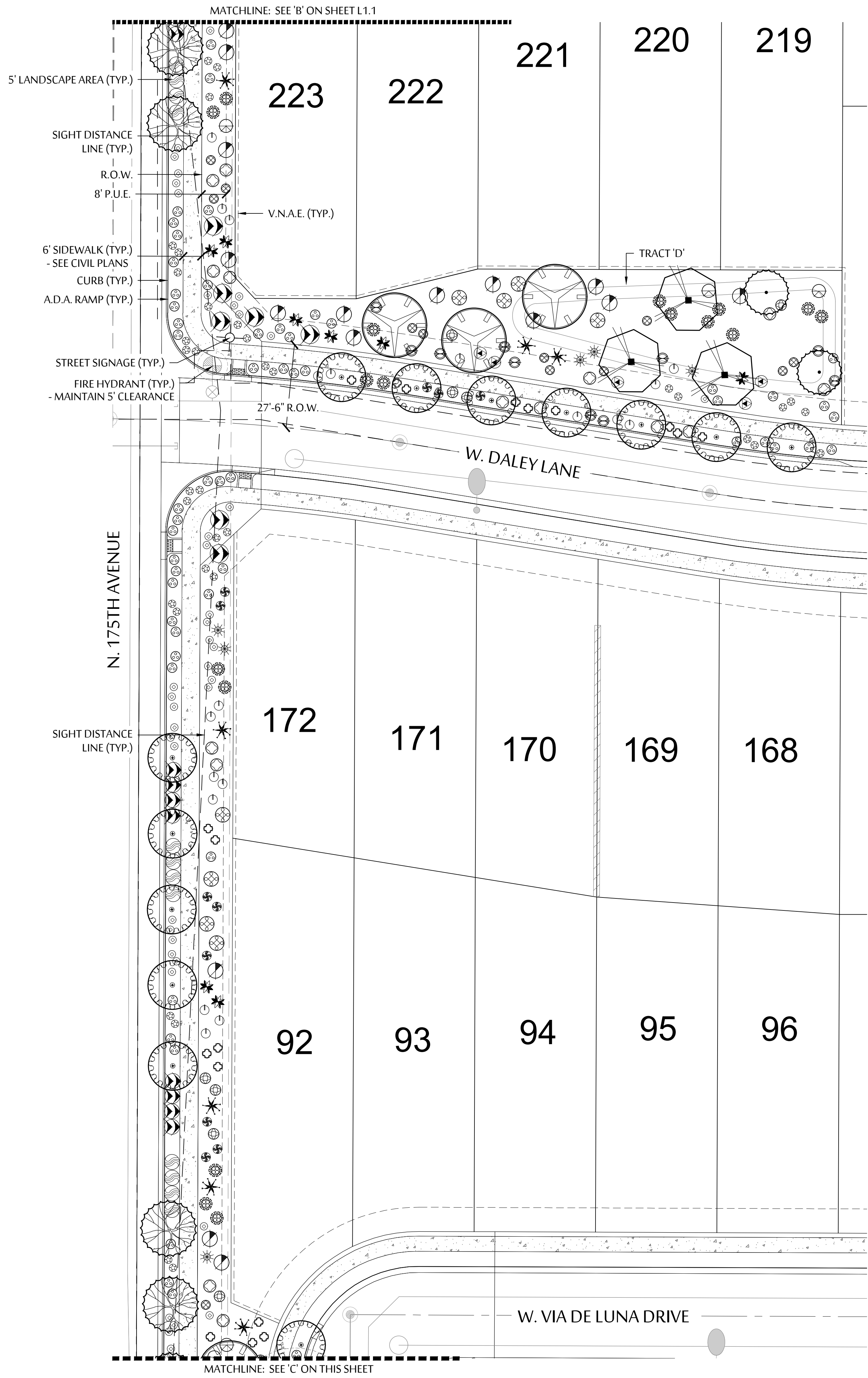
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REVISIONS: 10-06-2020

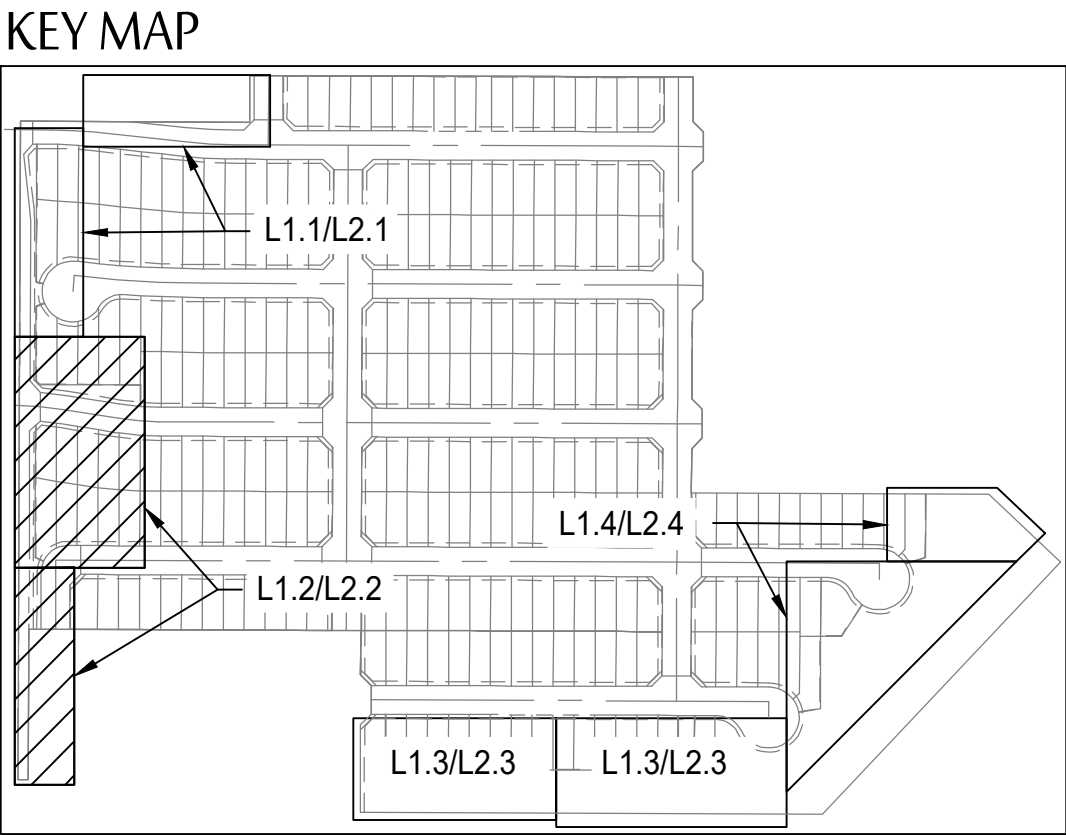
CASE NUMBER: FS20-340

SHEET NO.

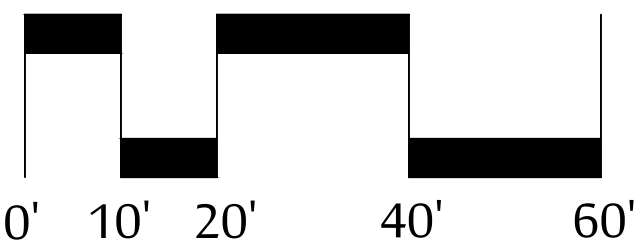
L 1.1



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA
	ACACIA SALICINA - WILLOW ACACIA
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS HYBRID 'AZ' - 'AZ' THORNLESS MESQUITE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - PINK FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
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	DECOMPOSED GRANITE - COLOR T.B.D. BY OWNER - MINIMUM 2" DEPTH



SCALE: 1"=20'-0"



MCGOUGH
ADAMSON

Landscape
Architects

Land
Planning

Irrigation

535 E. MCKELLIPS RD. SUITE 131
MESA, ARIZONA 85203

PHONE: (602) 997-9093



PLANTING PLAN

NORTH COPPER CANYON VILLAGE PARCEL 1.2

NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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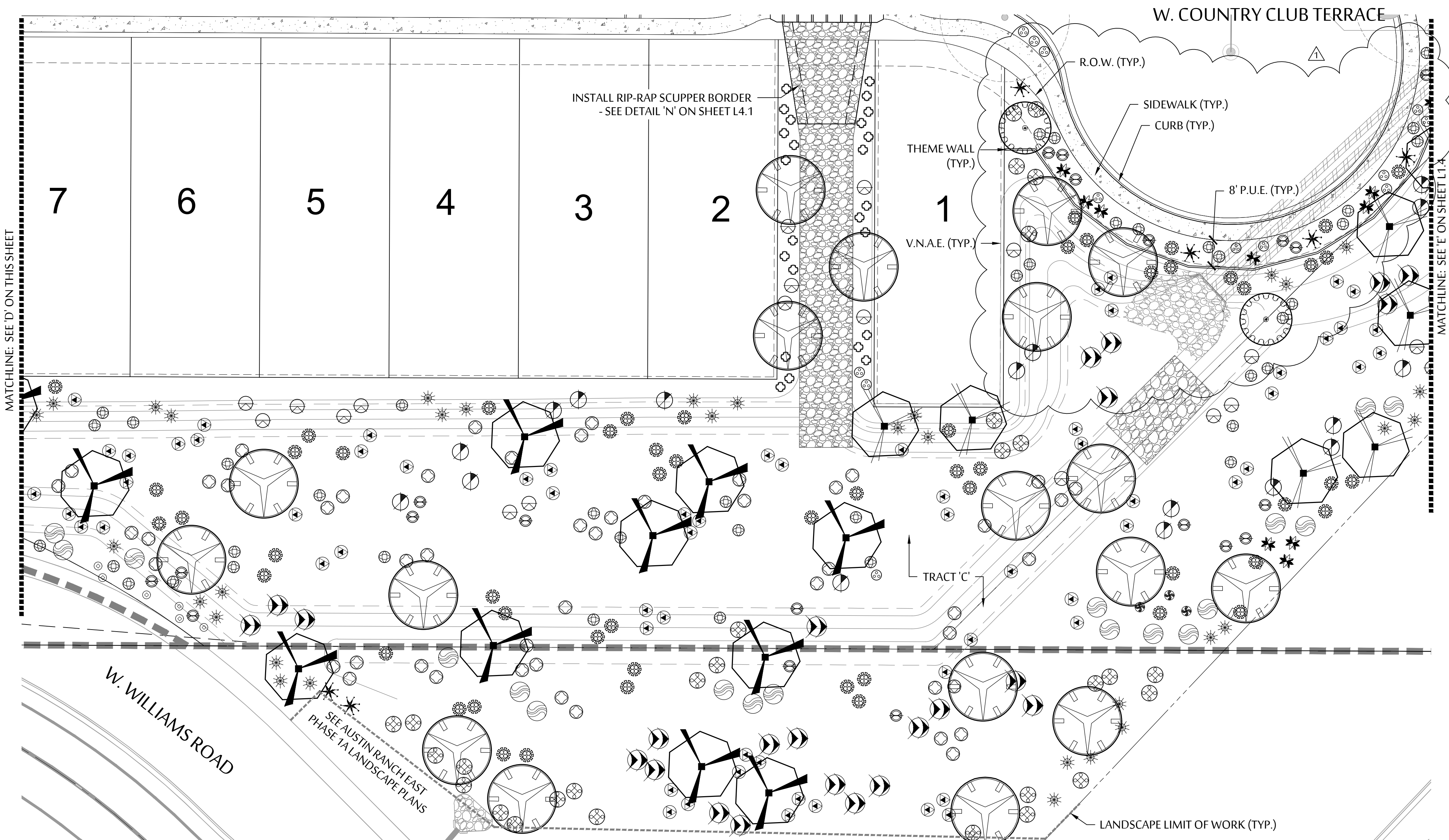
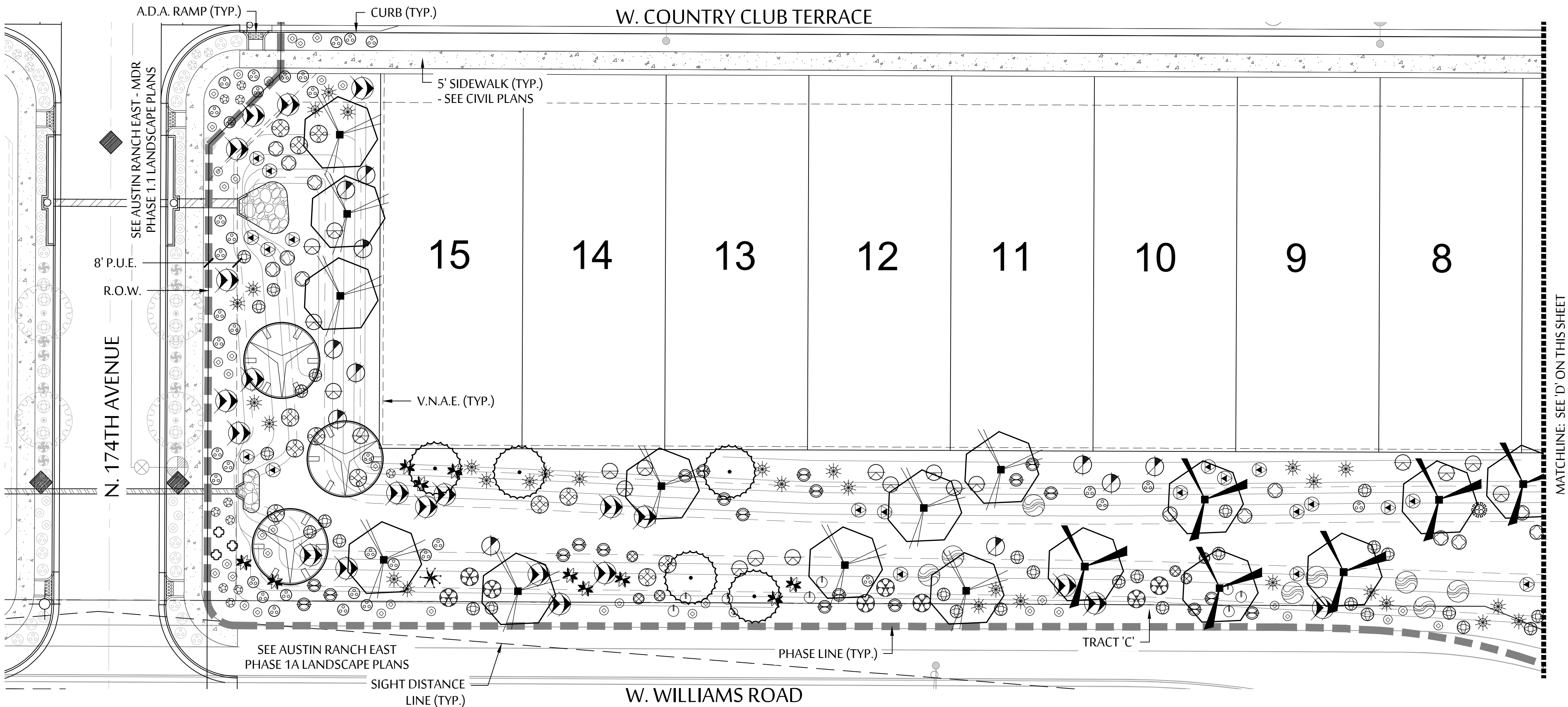
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REVISIONS: 10-06-2020

CASE NUMBER: FS20-340

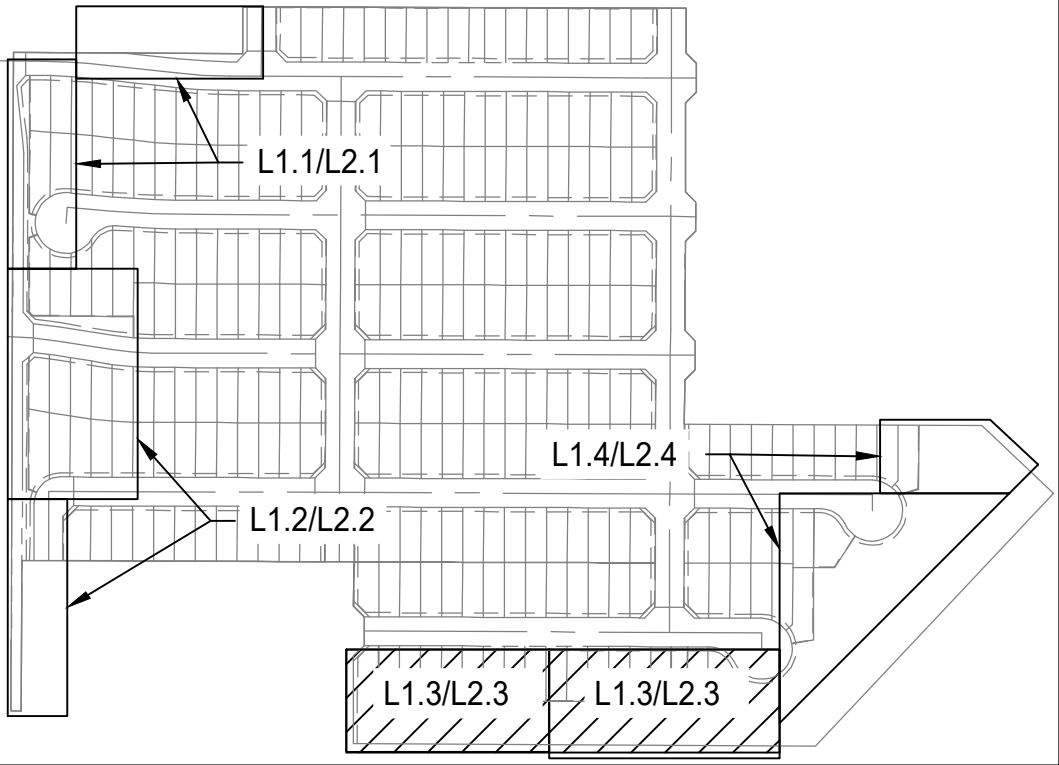
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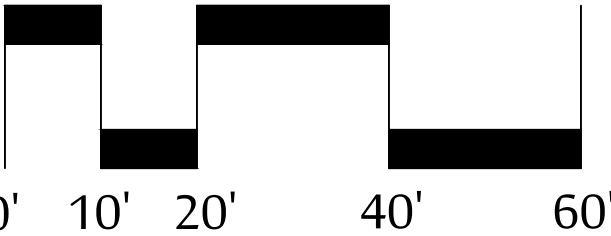
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TREES	
	ACACIA ANEURA - MULGA
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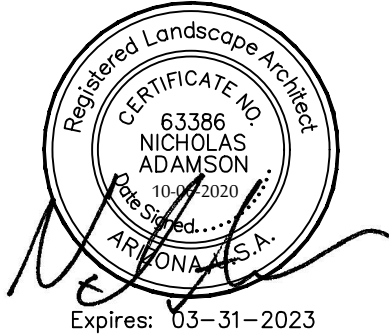
KEY MAP



SCALE: 1"=20'-0"



535 E. MCKELLIPS RD. SUITE 131
MESA, ARIZONA 85203
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PLANTING PLAN
NORTH COPPER CANYON VILLAGE PARCEL 1.2
NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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JOB NO. 19-72
DATE: 10-06-2020
DRAWN BY: BD
CHECKED BY: NA

REVISIONS: 10-06-2020

CASE NUMBER: FS20-340

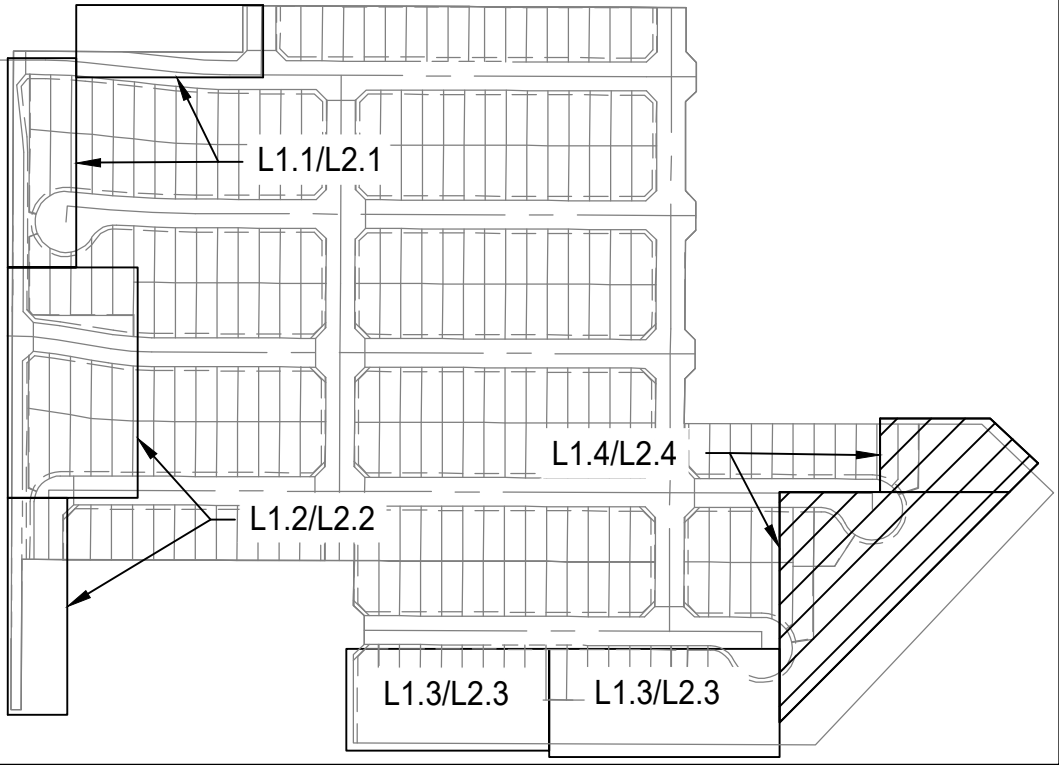
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L 1.3



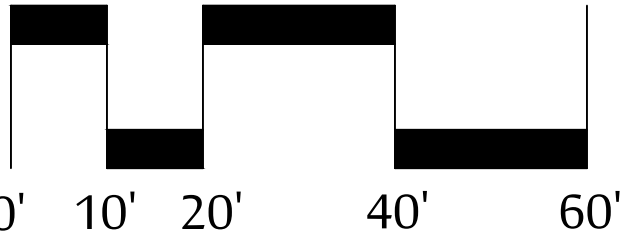
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
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	DECOMPOSED GRANITE - COLOR T.B.D. BY OWNER - MINIMUM 2" DEPTH

KEY MAP



SCALE: 1"=20'-0"



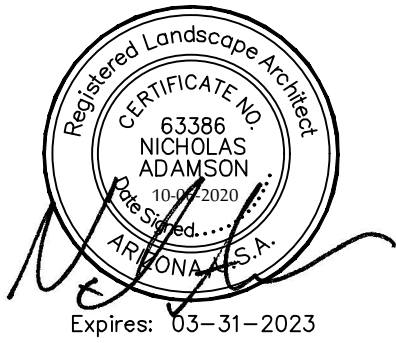
MCGOUGH
ADAMSON

Landscape
Architects

Land
Planning

Irrigation

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PLANTING PLAN
NORTH COPPER CANYON VILLAGE PARCEL 1.2
NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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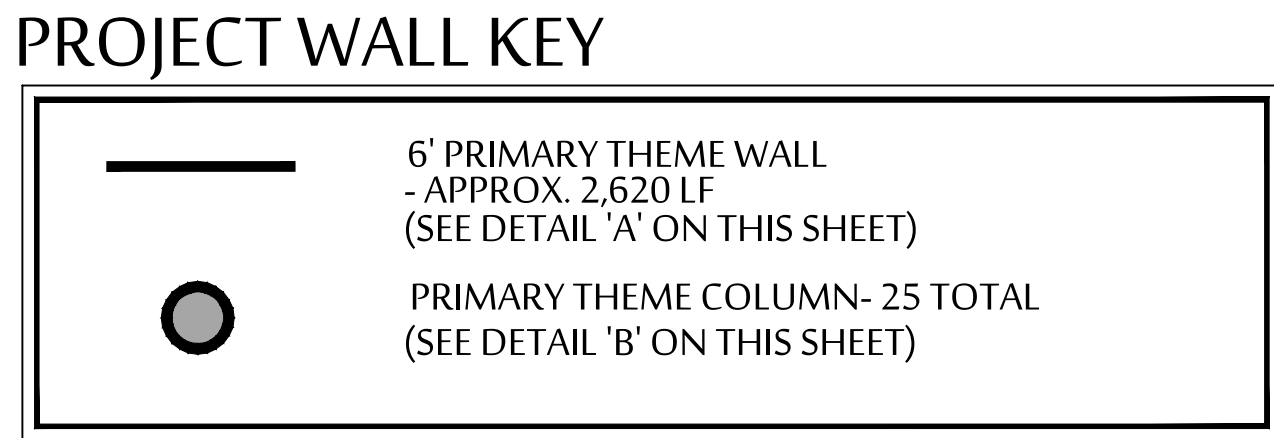
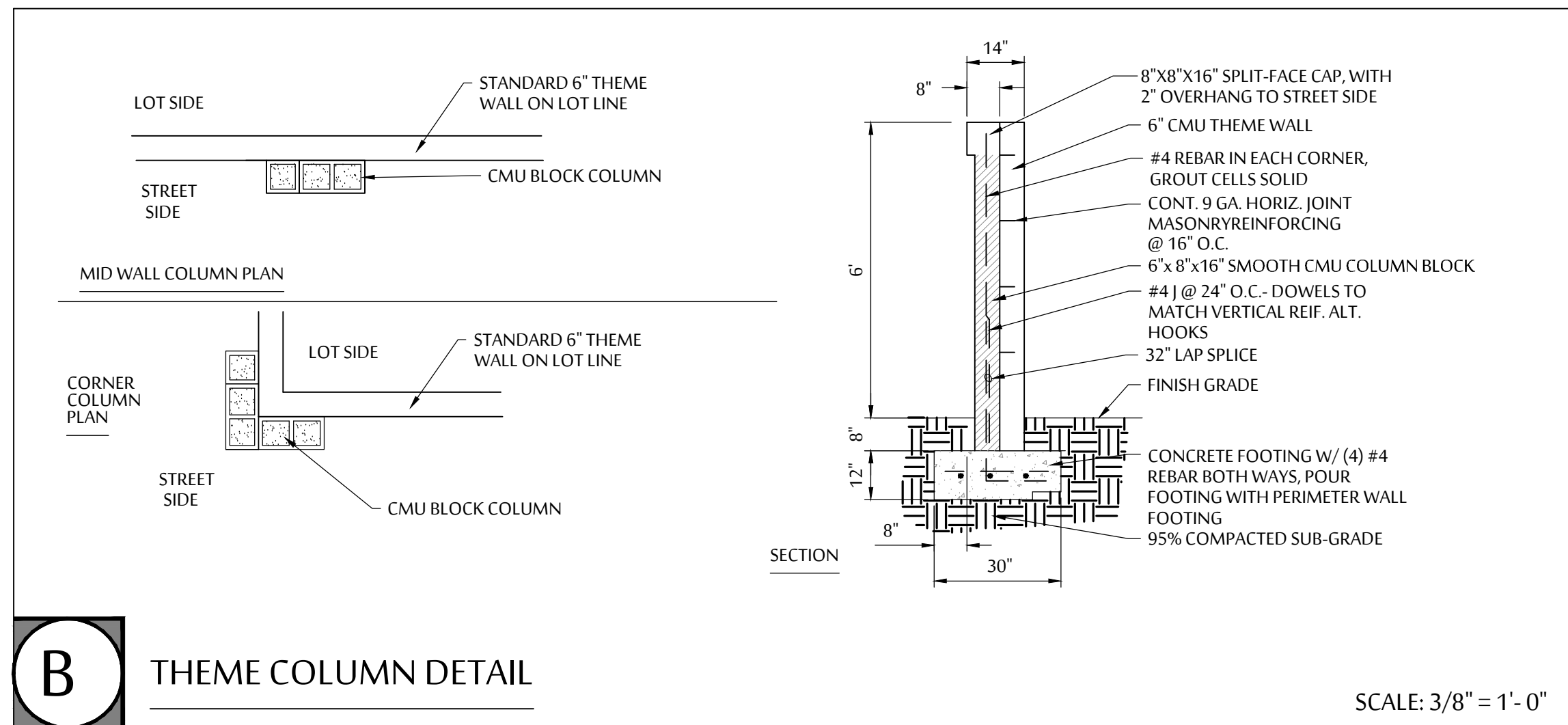
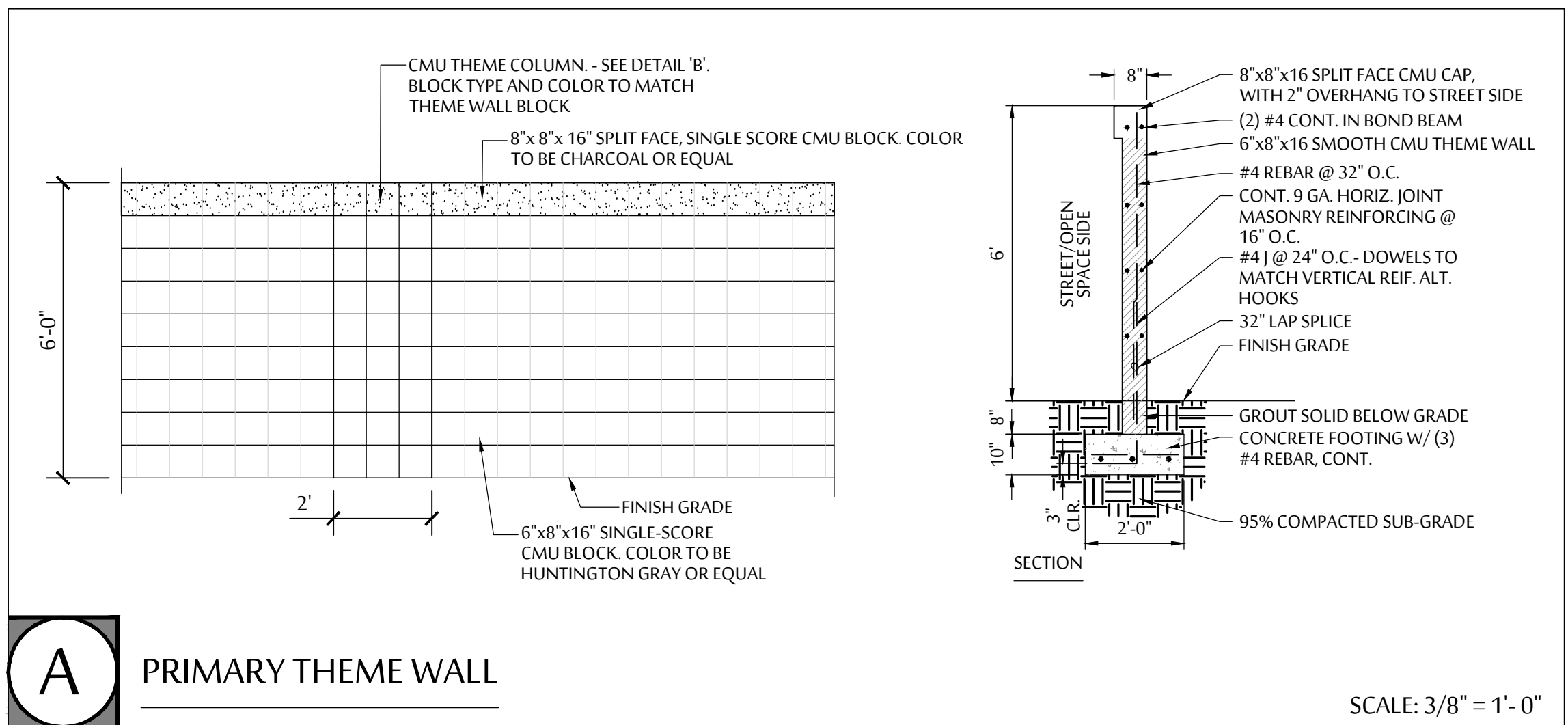
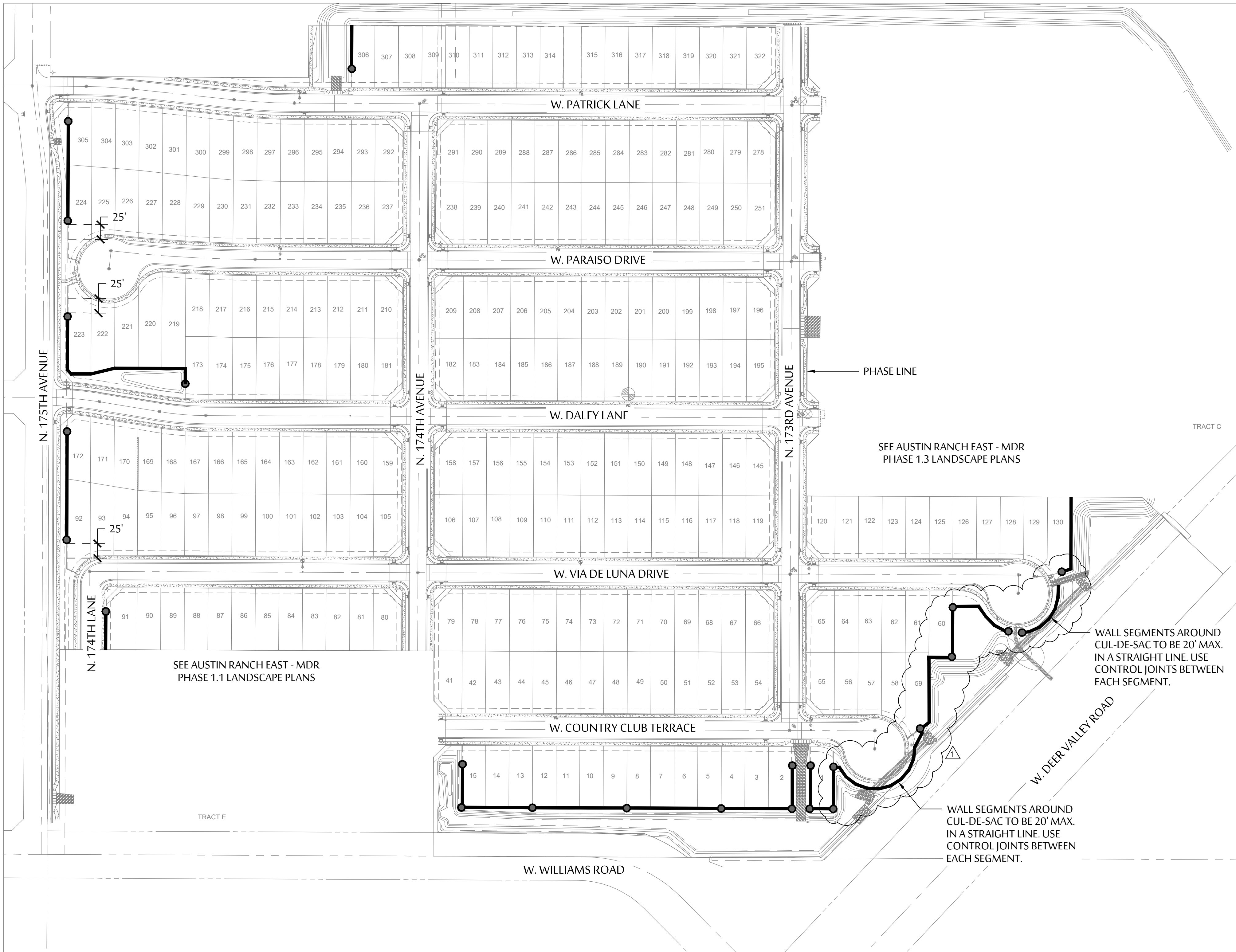
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JOB NO.	19-72
DATE:	10-06-2020
DRAWN BY:	BD
CHECKED BY:	NA

REVISIONS: 10-06-2020

CASE NUMBER: FS20-340

SHEET NO.
L 1.4

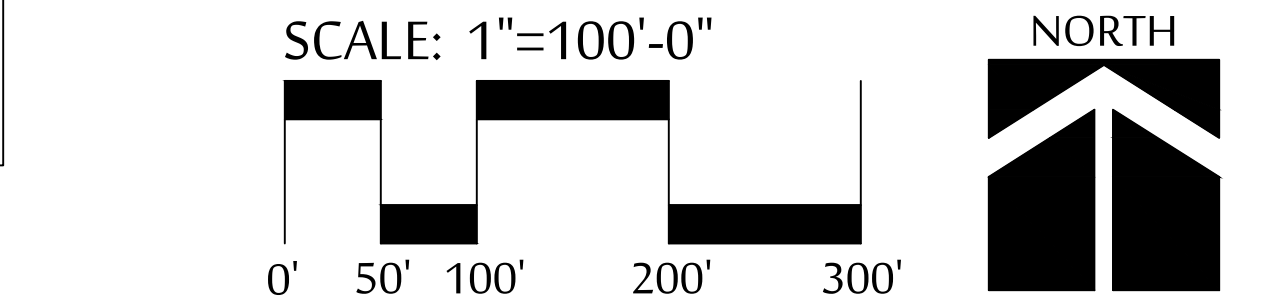


SPECIAL NOTE:

BUILDER RESERVES THE RIGHT TO REVISE THE SPACING AND/OR QUANTITY OF THEME COLUMNS ON THE PROJECT. GET STRUCTURAL ENGINEERING APPROVAL FOR ANY CHANGES PRIOR TO CONSTRUCTION.

- NOTES:**
1. ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS TO BE LOCATED OUTSIDE OF THE P.U.E., R.O.W. AND SIGHT VISIBILITY TRIANGLE EASEMENTS.
 2. THEME COLUMNS ARE TO BE 25'-0" OFF THE BACK OF SIDEWALK (UNLESS OTHERWISE NOTED). SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30' OFF THE BACK OF SIDEWALK WHERE SIGHT VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"x6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN TO THE BACK OF THE SIDEWALK.
 3. SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.
 4. ALL PERIMETER AND INTERIOR WALLS NOT NOTED ABOVE SHALL BE STANDARD 4" X 8" X 16" CMU FENCE BLOCK.
 5. ALL QUANTITIES ARE NOTED FOR CONVENIENCE ONLY. CONTRACTOR TO UTILIZE FINAL SITE PLAN TO DETERMINE FINAL QUANTITIES.

- SPECIAL NOTES (ALL DETAILS ON SHEET):**
1. DETAILS FOR AESTHETIC/MATERIAL REFERENCE ONLY; STRUCTURAL DETAILS REQUIRED PRIOR TO CONSTRUCTION.
 2. ALL SIGNAGE IS SHOWN FOR REFERENCE ONLY, SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.
 3. SHOP DRAWINGS ARE REQUIRED PRIOR TO CONSTRUCTION.
 4. ALL WROUGHT IRON TO BE PAINTED WITH EPOXY PRIMER AND THEN WITH URETHANE, ELECTROSTATICALLY APPLIED. FINISH COAT AND COLOR TO MATCH SPECIFICATION.
 5. ALL ALTERNATE OR EQUIVALENT SUBSTITUTIONS MUST BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT.



MCGOUGH ADAMSON

Landscape Architects

Land Planning

Irrigation

535 E. MCKELLIPS RD. SUITE 131
MESA, ARIZONA 85203

PHONE: (602) 997-9093

CERTIFICATE
63386
NICHOLAS
ADAMSON
LANDSCAPE ARCHITECT
ARIZONA
Expires: 03-31-2023

WALL PLAN

NORTH COPPER CANYON VILLAGE PARCEL 1.2

NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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JOB NO.	19-72
DATE:	10-06-2020
DRAWN BY:	BD
CHECKED BY:	NA
REVISIONS:	10-06-2020
CASE NUMBER:	FS20-340
SHEET NO.	L 3.1
10 OF 12	

NORTH COPPER CANYON VILLAGE PARCEL 1.2 ALTERNATIVE ASSURANCE AGREEMENT

This North Copper Canyon Village Parcel 1.2 Alternative Assurance Agreement ("Agreement") is dated as of this __ day of _____, 2020 (the "Effective Date") by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and Courtland Homes, Inc., an Arizona corporation ("Subdivider"). The City and Subdivider may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, required an applicant for approval of a final plat to provide a performance bond, irrevocable letter of credit, funds in escrow, or other equivalent financial guarantee to the City, prior to recording a final plat approved by the City Council, in an amount equal to one hundred percent (100%) of the cost of the labor and materials necessary to complete satisfactory construction, installation, and dedication of the required street, utility, drainage and other improvements, including any portions of such improvements which are located upon individual lots; and

WHEREAS, as an alternative to the posting of financial assurances, Surprise Municipal Code, Section 16.12.040E, in effect in 2004, allowed the City Council to approve a final plat, but withhold recordation of the final plat until completion and acceptance of all required infrastructure improvements, as follows:

Alternate Approval Procedure. As an alternate procedure and at the request of the "[Subdivider]", the City Council may approve a final plat and instruct the Community Development Director to withhold the approved final plat from recording for a period of time to allow the "[Subdivider]" to install all of the required public improvements according to the plans and specifications approved by the City Engineer. This procedure, when approved by the Council, shall be in lieu of the guarantees for installation of improvements as set forth in subsection (A) (9) of this section. An executed standard contract as approved by the City Attorney regarding installation of improvements shall be submitted with the final plat. The contract shall require that all improvements be completed no later than twelve months from the date the final plat was approved by the City Council and that no lot may be sold. When the completed improvements are inspected and approved by the City Engineer, the plat shall be recorded by the Community Development Director, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed improvements.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of allowing Subdivider, as an alternative to posting financial assurances, to construct and install all of the

required infrastructure improvements within twenty-four (24) months of the date of this Agreement, after approval of a final plat by the City Council but before recordation of the final plat.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

SPECIAL TERMS AND CONDITIONS

1. The improvements depicted on the following plans (the "Improvements") shall be completed by Subdivider:
North Copper Canyon Village Parcel 1.2, Grading and Drainage Plans
North Copper Canyon Village Parcel 1.2, Sewer Plans
North Copper Canyon Village Parcel 1.2, Water Plans
North Copper Canyon Village Parcel 1.2, Paving Plans
North Copper Canyon Village Parcel 1.2, Landscape Plans
2. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A) (9), in effect in 2004, Subdivider shall complete satisfactory construction, installation, and dedication of the Improvements within twenty-four (24) months of the Effective Date of this Agreement as a precondition to recordation of the final plat. The final plat shall become null and void and of no force or effect if the Improvements have not been constructed and approved by the City Engineer within twenty-four (24) months of the Effective Date.
3. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, no lots may be developed or sold until the Improvements are completed and approved by the City Engineer.
4. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, after the completed Improvements have been inspected and approved by the City Engineer, the final plat shall be recorded by the Community Development Director promptly, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed Improvements.
5. If Subdivider should elect to post financial assurances for any improvement not approved by

the City, as required by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, the Community Development Director shall promptly record the final plat as permitted by Surprise Municipal Code, Section 16.12.040(E), in effect in 2004, and the sale of lots may proceed according to the approved and recorded plat.

GENERAL TERMS AND CONDITIONS

6. Subdivider hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (North Copper Canyon Village Parcel 1.2), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent Subdividers and shall survive the expiration or other termination of this Agreement.
7. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
8. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Subdivider shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of North Copper Canyon Village Parcel 1.2 is conveyed or otherwise transferred to a third party that is not related to or an affiliate of Subdivider.
9. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
10. Upon the conveyance of all or a portion of North Copper Canyon Village Parcel 1.2 by Subdivider or its successors-in-title or assigns and the assumption by such transferee of Subdivider's obligations under this Agreement, Subdivider or its successors-in-title or assigns, as applicable, shall be released from its liabilities and obligations under this Agreement.
11. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement, and this Agreement shall be effective, as of the Effective Date set forth above.

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

Subdivider: Courtland Homes, Inc., an Arizona corporation

By: *Alan Hamberlin*
Alan Hamberlin

Its: Manager

Date: 9/9/2020

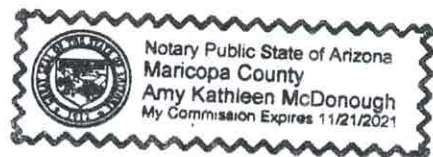
STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on September 9, 2020, 2020,
by Alan Hamberlin, Manager of Courtland Homes, Inc., an Arizona corporation, on behalf
of the corporation.

Amy K. McDonough
Notary Public

My Commission Expires:

11.21.2021





S U R P R I S E
ARIZONA

FS20-340

North Copper Canyon

Parcel 1.2

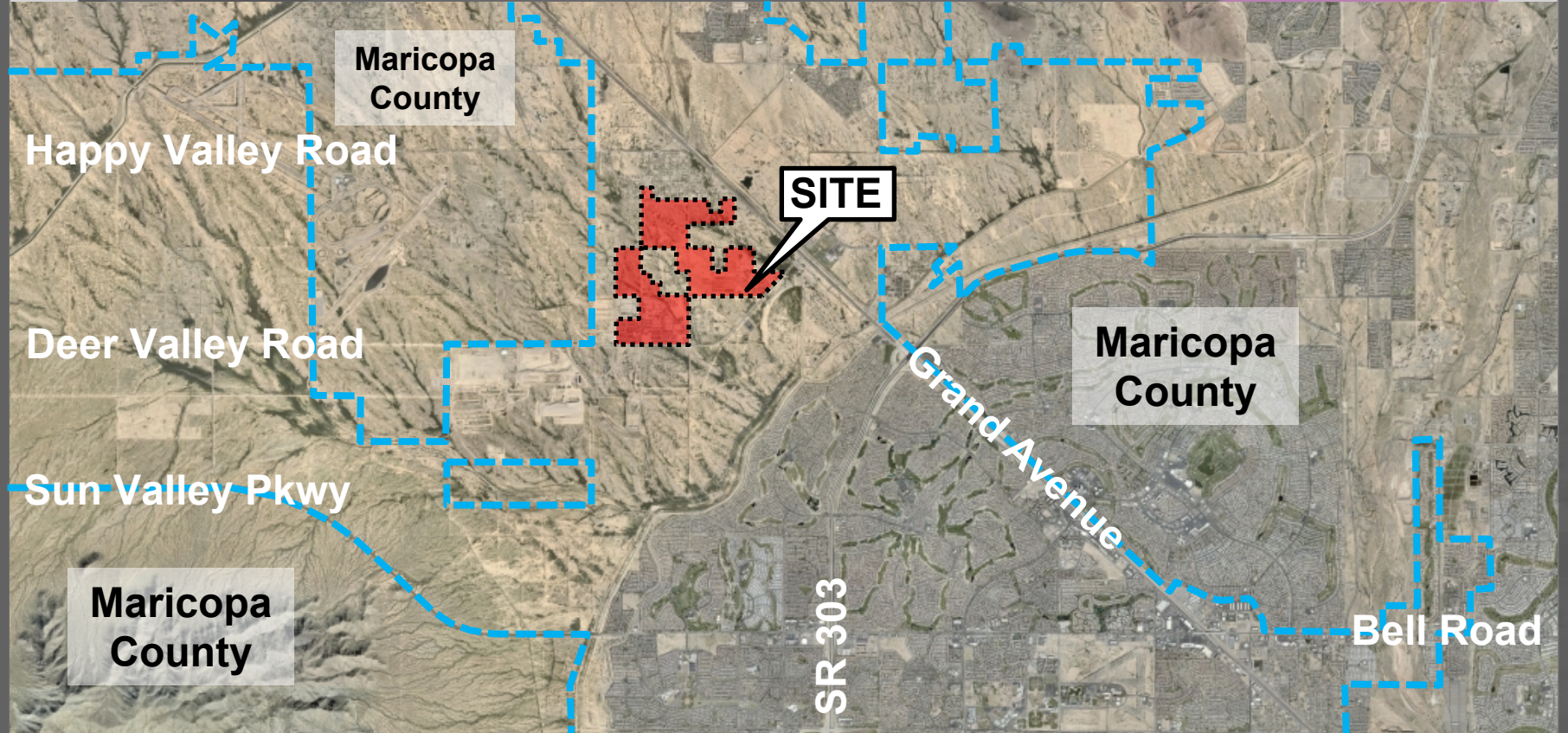
**Final Plat and Alternative Assurance
Agreement**

City Council – December 1, 2020

VICINITY MAP

FS20-340

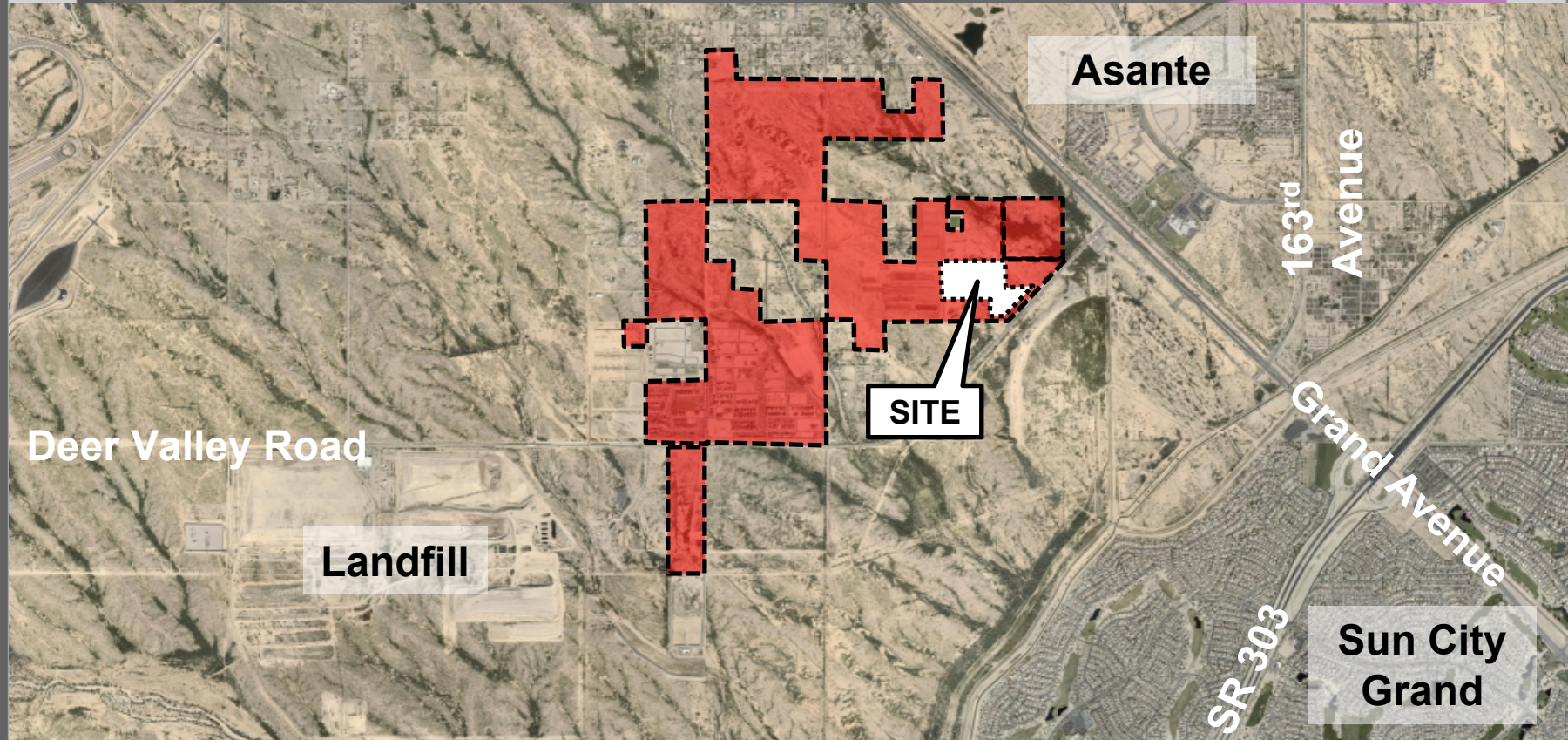
North Copper Canyon 1.2



CASE MAP

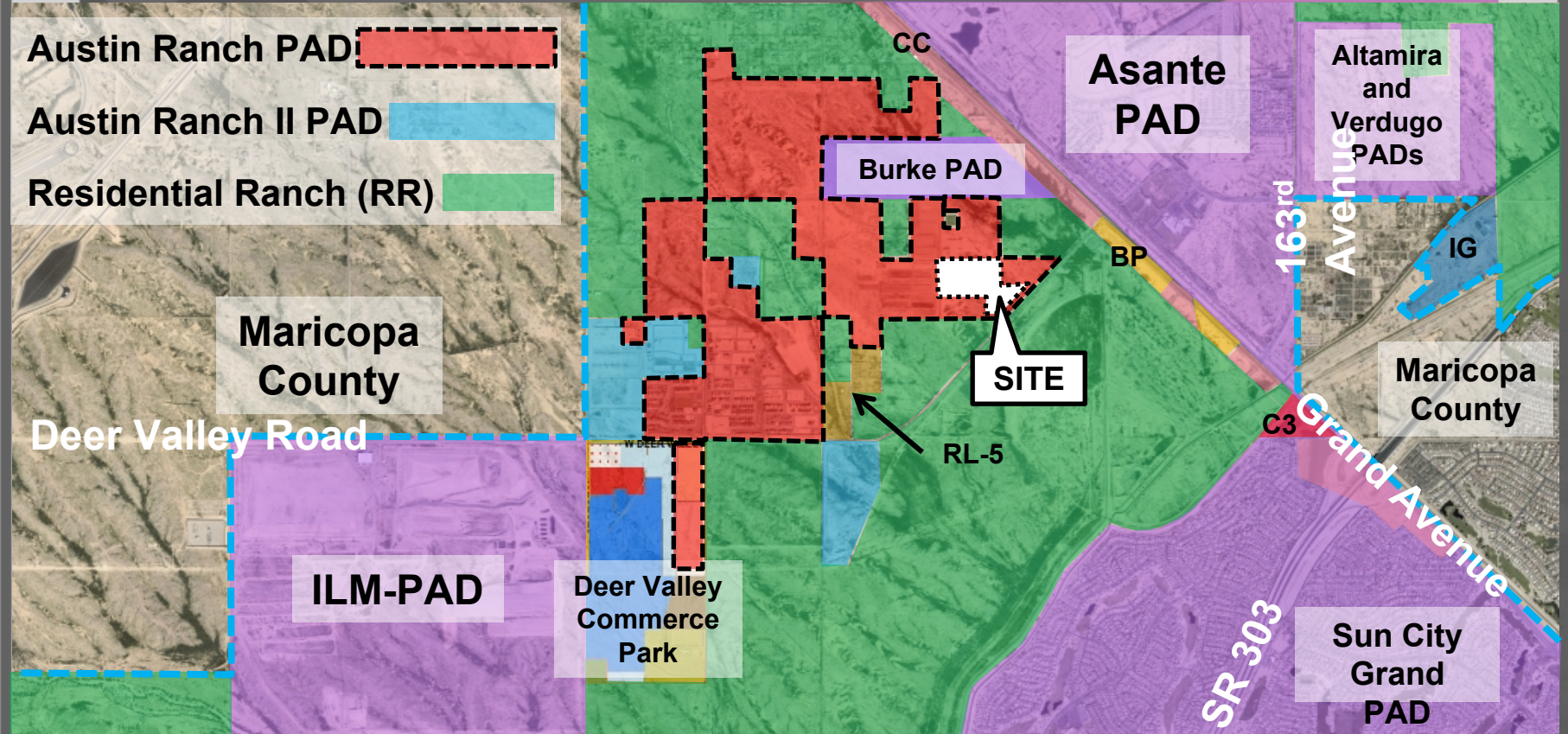
FS20-340

North Copper Canyon 1.2

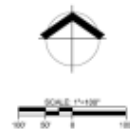


ZONING MAP

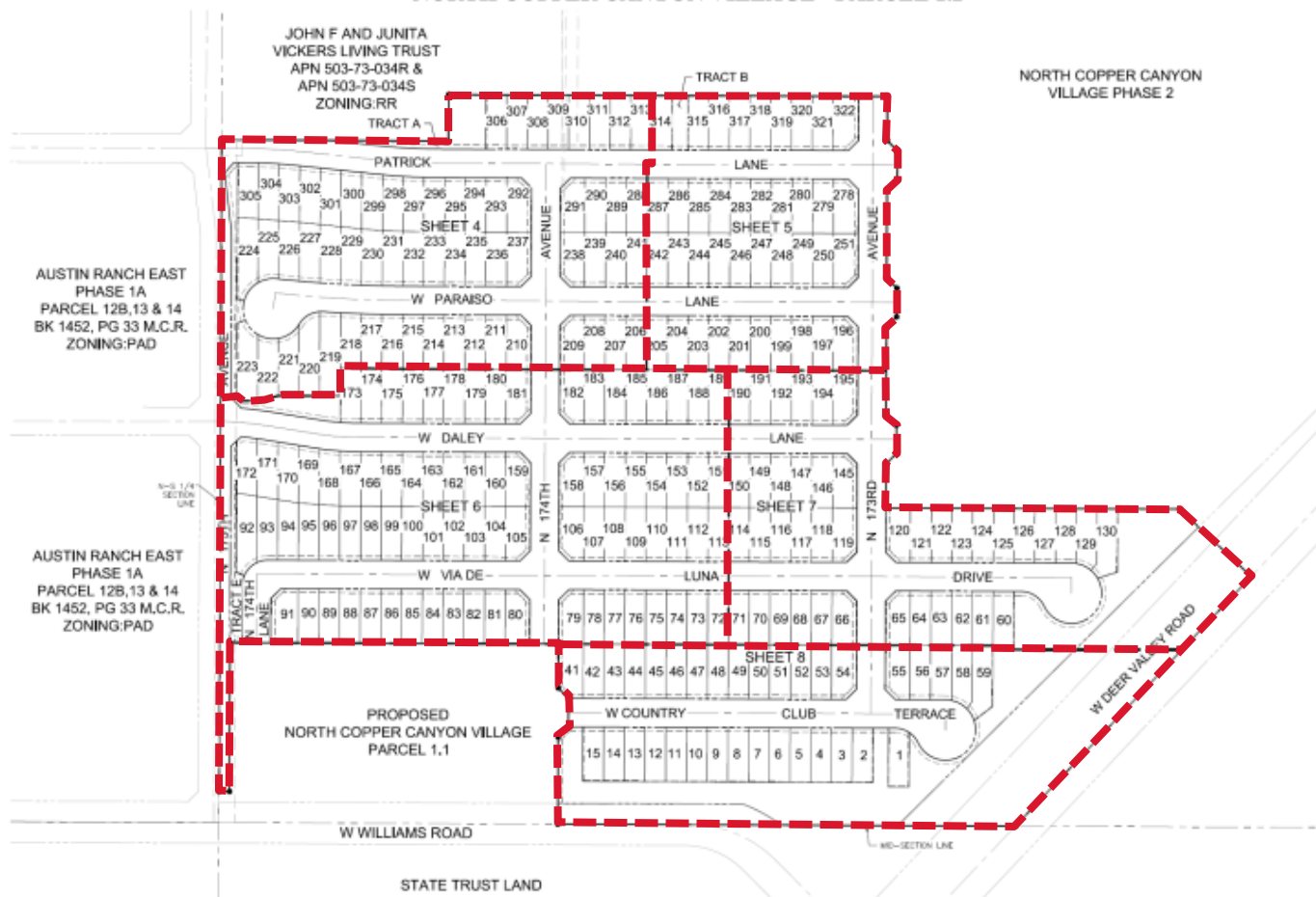
FS20-340
North Copper Canyon 1.2



FINAL PLAT



NORTH COPPER CANYON VILLAGE - PARCEL 1.2



FINAL PLAT

FINAL PLAT

LEGEND

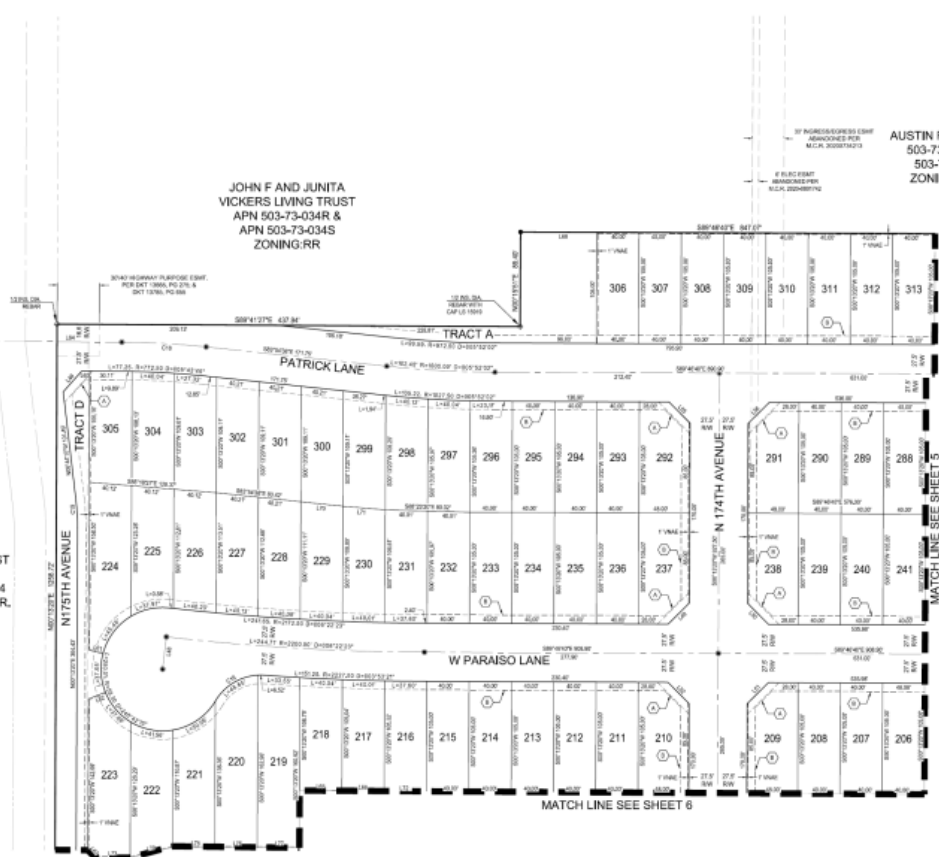
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152	84470000	35.25
155	84470000	35.25
156	86710000	35.87
161	87015000	11.55
162	86810000	35.96
163	86810000	35.97
164	86710000	35.84
165	86810000	40.00
166	86710000	40.00
167	86810000	35.96
173	86810000	40.00
174	86810000	40.00
175	86810000	40.00
176	86810000	40.00
177	86810000	40.00

NO.	DEG. TA	RADIUS	LENGTH
C18	32°44'52"	50.00	48.65
C18	1°43'48"	800.00	85.67
C18	8°33'28"	200.00	37.87

AUSTIN RANCH EAST
PHASE 1A
PARCEL 12B,13 & 14
BK 1452, PG 33 M.C.R.
ZONING:PAD

JOHN F AND JUNITA
VICKERS LIVING TRUST
APN 503-73-034R &
APN 503-73-034S
ZONING:RR

AUSTIN RANCH LLC
503-73-034V &
503-73034H
ZONING:PAD



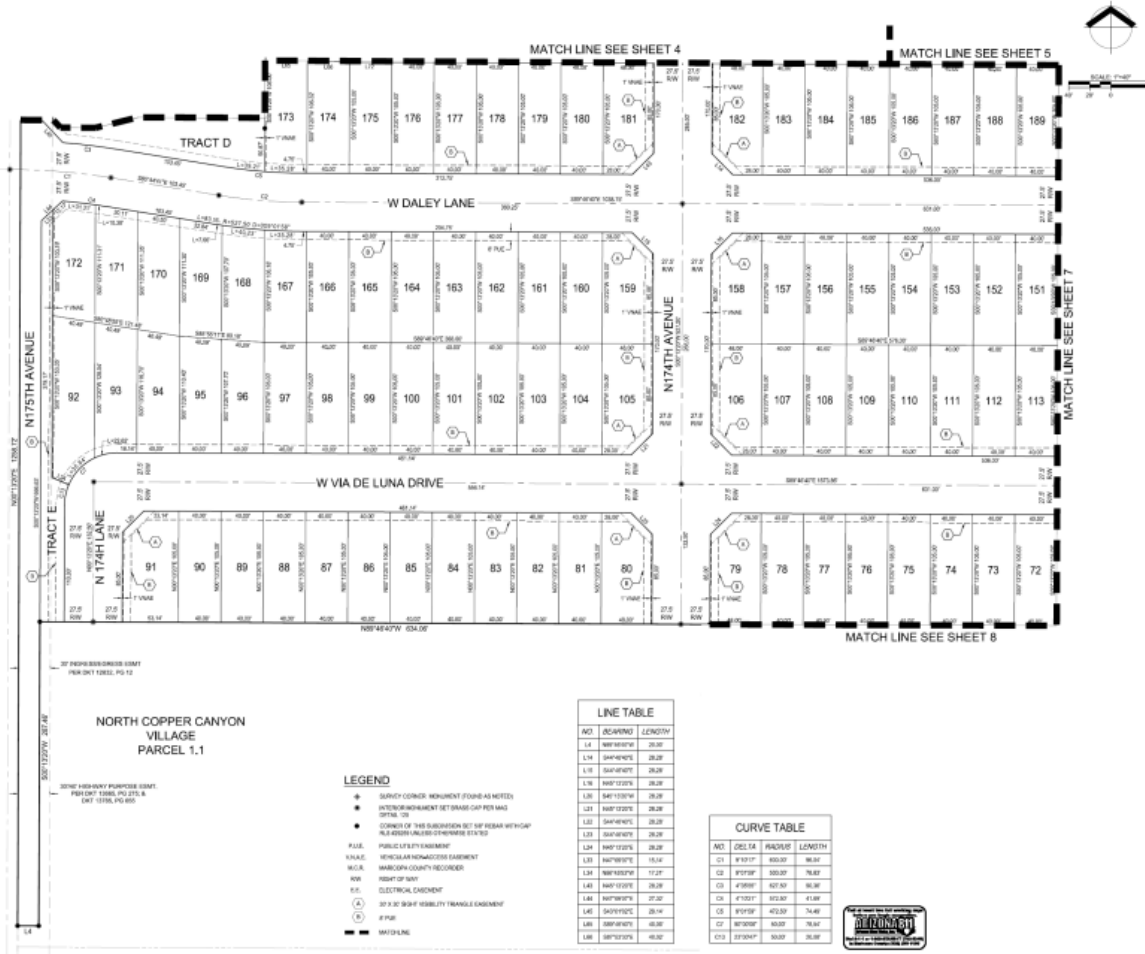


S.S. SURVEY CORNER MONUMENT (POUND AS NOTED)
 S.S. INTERIOR CORNER SET BRASS CHIPPERS KING
 DETAIL 120
 S.S. CORNER OF THIS SUBDIVISION SET UP REBAR WITH CHIPS
 PINS MARKS UNLESS OTHERWISE STATED
 P.U.E. PUBLIC UTILITY EASEMENT
 V.N.A.E. VEHICULAR NON-ADJACENT EASEMENT
 M.C.A. MARICOPA COUNTY RECORDER
 R/W RIGHT OF WAY
 E.E. ELECTRICAL EASEMENT
 30' X 30' RIGHT VERTICALLY TRIANGLE EASEMENT
 IF P.U.E.
 M.C.A. MARICOPA COUNTY RECORDER



FINAL PLAT

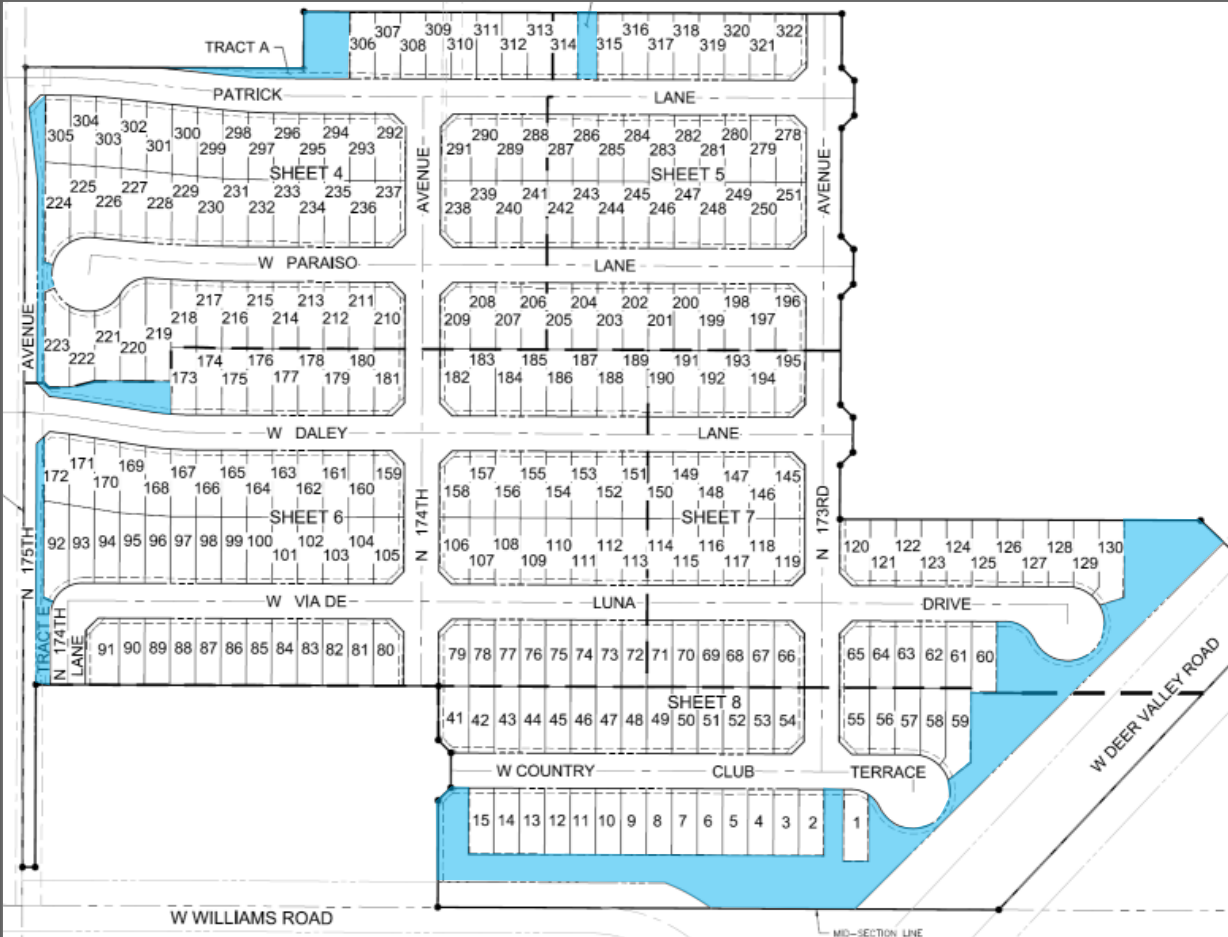
AUSTIN RANCH EAST
PHASE 1A
PARCEL 12B.13 & 14
BK 1452, PG 33 M.C.R.
ZONING-PAD



FINAL PLAT

FINAL PLAT

FINAL PLAT



SUDC - 20.00%

PAD - 11.80%

SITE

- 42.84 acres
- 7.12%

Active

- 0 ac.
- 0%

Passive

- 3.05 ac.
- 100%

OPEN SPACE



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 1, 2020 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to the approval of a Revised Preliminary Plat entitled "Unit Q - Phase 2 - Toll at Prasada" an approximately 81.8 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue.

Motion:

I move to approve the Revised Preliminary Plat entitled "Unit Q - Phase 2 - Toll at Prasada" subject to stipulations "a" through "c" as memorialized in the Staff Report.

Background:

The subject request involves a revised Preliminary Plat for Unit Q of the Toll at Prasada project, together with certain areas adjacent. The proposed Preliminary Plat contemplates 54 standard lots consisting of five (5) lot products, together with 224 condominium units. Unit Q was included in the original Toll at Prasada Preliminary Plat approved under case FS17-394 and was depicted in said Preliminary Plat, a single development parcel. A subsequent Final Plat processed under FS18-290 served as a Master Plat and included a portion of Unit Q together with several tracts related to the golf course, clubhouse, and other areas. The boundaries of some of those tracts are being re-defined with this Preliminary Plat and will be memorialized through a subsequent Final Plat and Condominium Plats.

Objective Analysis:

The subject Preliminary Plat meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the SUDC. 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 6.8 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies with the 0-6 DU/Ac ribbon of the Luke Air Force Base Graduated Density Concept (GDC); however, the site is integral to the larger Sterling Grove project, which is approved for 2,207 lots overall and meets the guidance offered by the GDC.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS20-259 Toll at Prasada Unit Q Revised Preliminary Plat 12-01-20-20 CC Staff Report
 2. 01 FS20-259 Toll at Prasada Unit Q Revised Preliminary Plat Vicinity Map
 3. 02 FS20-259 Toll at Prasada Unit Q Revised Preliminary Plat Case Map
 4. 03 FS20-259 Toll at Prasada Unit Q Preliminary Plat
 5. 04 FS20-259 Toll at Prasada Unit Q Preliminary Landscape Plans
 6. FS20-259 Toll at Prasada Unit Q 12-01-20 P&Z Preliminary Plat Presentation
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

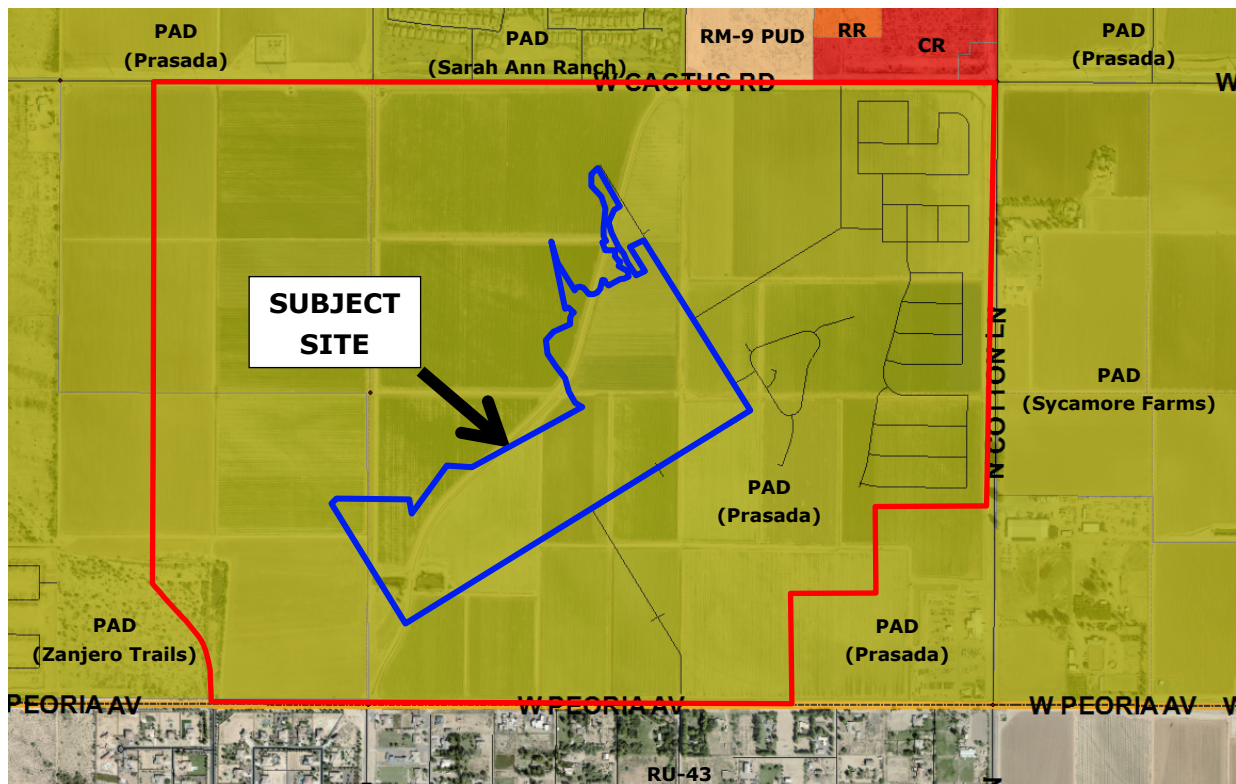
1 **Case:** FS20-259
2
3 **Project Name:** Toll at Prasada Unit Q Revised Preliminary Plat
4
5 **Council District:** 3 - Mesquite
6
7 **Meeting Date:** December 01, 2020
8
9 **Planner:** Robert H. Kuhfuss, AICP
10
11
12 **Owner:** Toll Prasada, LLC
13
14 **Applicant:** Aaron Insco of Toll Bros, Inc.
15
16 **Request:** Revised Preliminary Plat for Toll at Prasada Unit Q in the Prasada PAD
17
18 **Site Location:** Generally located west of Cotton Lane, between Cactus Road and
19 Peoria Avenue
20
21 **Area:** 81.8 acres (overall)
22 41 acres (residential portion)
23
24 **Density:** 6.8 DU/Ac. (residential portion)
25
26 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
27
28 **Support/Opposition:** None known
29
30 **Commission**
31 **Recommendation:** Approve, subject to stipulations "a" through "c"
32
33
34
35
36
37
38
39
40
41
42

PROJECT DESCRIPTION:

The subject request involves a revised Preliminary Plat for Unit Q of the Toll at Prasada project, together with certain areas adjacent. The proposed Preliminary Plat contemplates 54 standard lots consisting of five (5) lot products, together with 224 condominium units. Unit Q was included in the original Toll at Prasada Preliminary Plat approved under case FS17-394 and was depicted in said Preliminary Plat, a single development parcel. A subsequent Final Plat processed under FS18-290 served as a Master Plat and included a portion of Unit Q, together with several tracts related to the golf course, clubhouse, and other areas. The boundaries of some of those tracts are being re-defined with this Preliminary Plat and will be memorialized through a subsequent Final Plat and Condominium Plats.

EXISTING ZONING:

The following map depicts the existing zoning of the subject site and its surrounds.



BACKGROUND:

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

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada PAD's "Lake Village" under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the original Preliminary Plat for Toll at Prasada under case FS17-394. Said Preliminary Plat included lotting for Units A, B, and D, while leaving a number of un-lotted parcels to be configured at a later date.

January 15, 2019: The City Council approved the Final Plat for Toll at Prasada Phase I Infrastructure under case FS18-290.

January 18, 2019: The applicant filed a request for the Phase II Infrastructure Plat under case FS19-061. The Phase II Infrastructure Plat was scheduled for City Council on August 6, 2019 and on September 5, 2019; however, in both instances, the case was continued at the request of the applicant.

April 10, 2020: The applicant filed case FS20-259, the subject case.

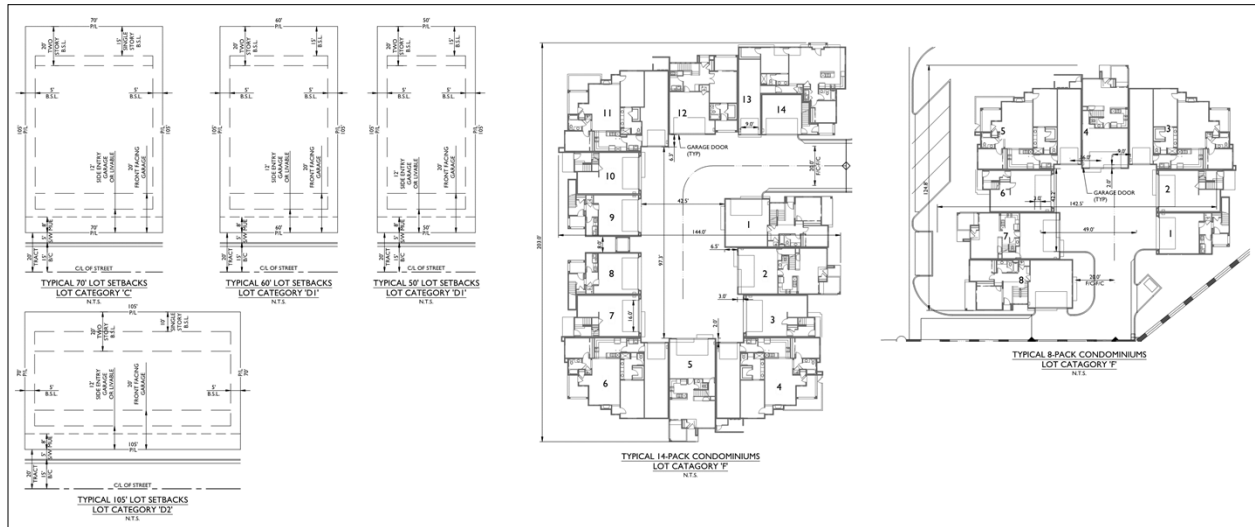
November 5, 2020: The Planning and Zoning Commission recommended approval of the proposed Preliminary Plat subject to stipulations "a" through "c".

ANALYSIS AND DISCUSSION:

The proposed subdivision anticipates four (4) Lot Categories. These include Lot Category C, two (2) configurations of Lot Category D1, and Lot Category D2. In addition, the proposal includes two (2) condominium configurations: an 8-pack, and a 14-pack. All of the proposed configurations are consistent with the approved PAD zoning. These configurations are depicted below and on Sheet DT01 of the subject Preliminary Plat.

[Continued on following page.]

102



103

104

105 The aforementioned lot configurations are located within three distinct areas of the subject
 106 Preliminary Plat. A condominium project consisting of three (3) 14-packs and six (6) 8-packs for a
 107 total of 90 units, together with associated parking will be located within the westernmost portion of
 108 the plat. On the opposite end, a second condominium project will consist of nine (9) 14-packs and
 109 one (1) 8-pack for a total of 134 units and associated parking. Between these two condominium
 110 projects will be a standard 54-lot subdivision consisting of the various Lot Categories mentioned
 111 above.

112

113 A Final Condominium Plat for each of the two condominium projects, as well as a Final Plat for the
 114 standard lot subdivision will be processed separately. In addition to the aforementioned residential
 115 platting activity, the subject Preliminary Plat contemplates the reconfiguration of some of the various
 116 tracts associated with the golf course, clubhouse, "Stay & Play", and open space areas. These
 117 boundary changes will be accomplished through a combination of future Re-plats and/or Lot Line
 118 Adjustments.

119

120 **UTILITY AND SERVICES TABLE:**

121

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

122

123

124

125

126 **CONFORMANCE WITH ADOPTED PLANS:**

127
128 **Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject property as lying
129 within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac
130 or more, provided appropriate transitions are made between the various Neighborhood types
131 included within the character area. At 6.8 DU/Ac, the project most closely aligns with the Suburban
132 Neighborhood type and is consistent with the General Plan in this regard. The site also lies with the
133 0-6 DU/Ac. ribbon of the Luke Air Force Base Graduated Density Concept (GDC); however, the site is
134 integral to the larger Sterling Grove project, which is approved for 2,207 lots overall and meets the
135 guidance offered by the GDC.

136
137 **REVIEWING AGENCIES:**

138
139 The subject request was routed to the standard reviewing agencies, who offered the following
140 comments:

141
142 **Flood Control District of Maricopa County (FCDMC):** In an email dated May 14, 2020, FCDMC offered
143 minor comments pertaining to the Flood Zone determination, but indicated no objection to the
144 request.

145
146 **Maricopa Water District (MWD):** In an email dated May 14, 2020, MWD stated the project is located
147 within an area included in the Toll at Prasada Development and Water Delivery Agreement between
148 MWD and the original developer/landowner.

149
150 **Arizona Department of Transportation (ADOT):** In an email dated May 6, 2020, ADOT indicated they
151 had no comments. ADOT stated they the project was more than ½ mile from Loop 303 and would
152 not have a significant impact on the state's system.

153
154 **Luke Air Force Base (LAFB):** In a memo dated May 19, 2020, LAFB stated the request will not
155 negatively impact flight operations, but recommends a strong notification program.

156
157 **Summary:**

158
159 The subject Preliminary Plat meets the requirements of the Prasada PAD, in addition to other
160 requirements as set forth in the SUDC. All city reviewing departments have reviewed the request
161 and expressed no concerns.

162
163 **Findings:**

- 164
165 • The proposed Preliminary Plat is consistent with the Surprise General Plan.
166 • The proposed Preliminary Plat is consistent with the Prasada PAD.
167 • The reviewing agencies have indicated no objections.

Commission Recommendation:

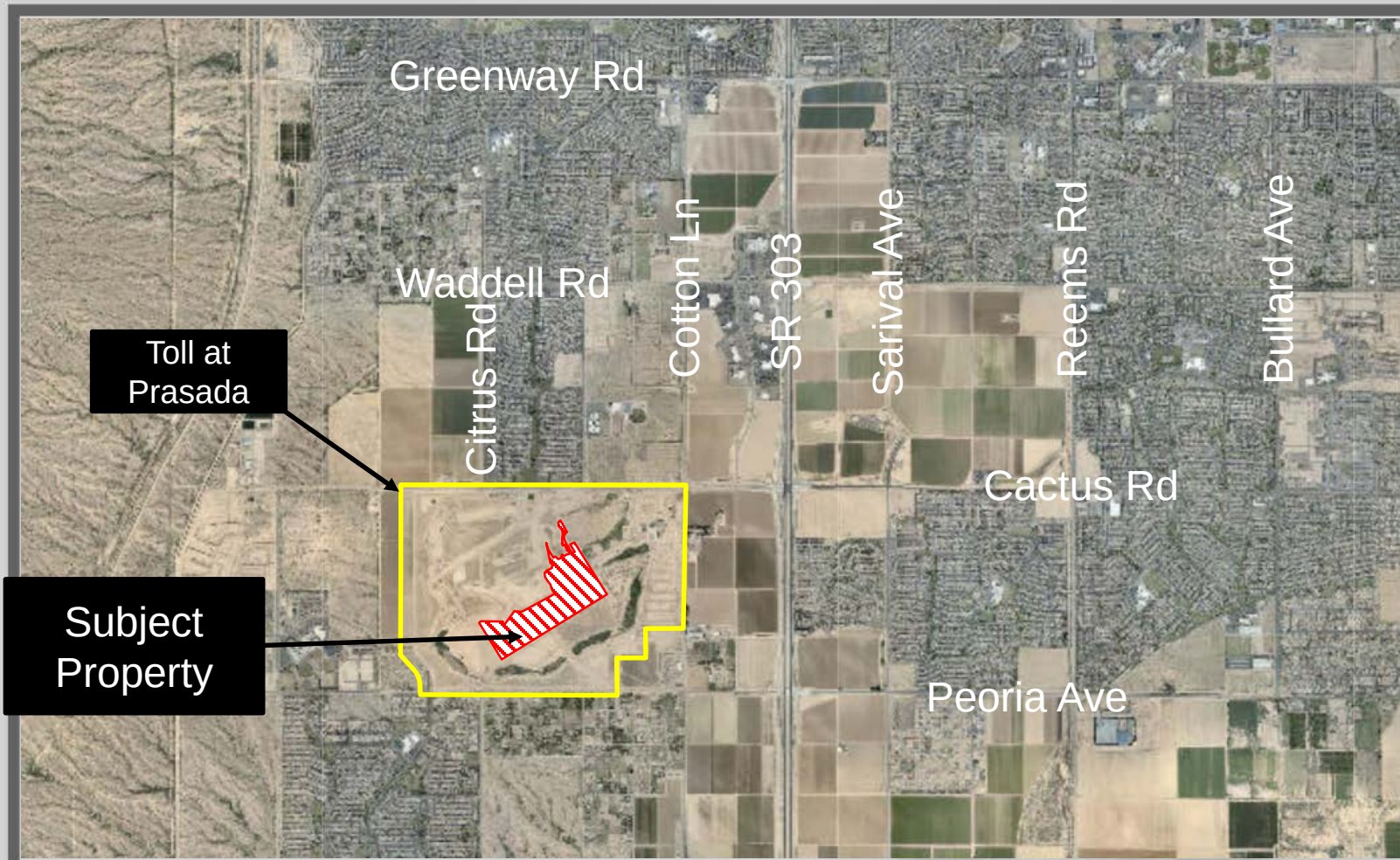
Based on the findings noted above, the Planning and Zoning Commission recommends **approval** of the subject Preliminary Plat request, subject to stipulations 'a' through 'c' as outlined below:

- a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Revised Preliminary Plat for Unit Q - Phase 2 - Toll at Prasada", consisting of fourteen (14) sheets prepared by EPS Group and stamped received October 14, 2020.
- b. Landscaping of the site shall be consistent with the Landscape Plan entitled "Prasada Unit Q", consisting of fourteen (14) sheets prepared by Greey|Pickett and stamped received August 19, 2020.
- 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.

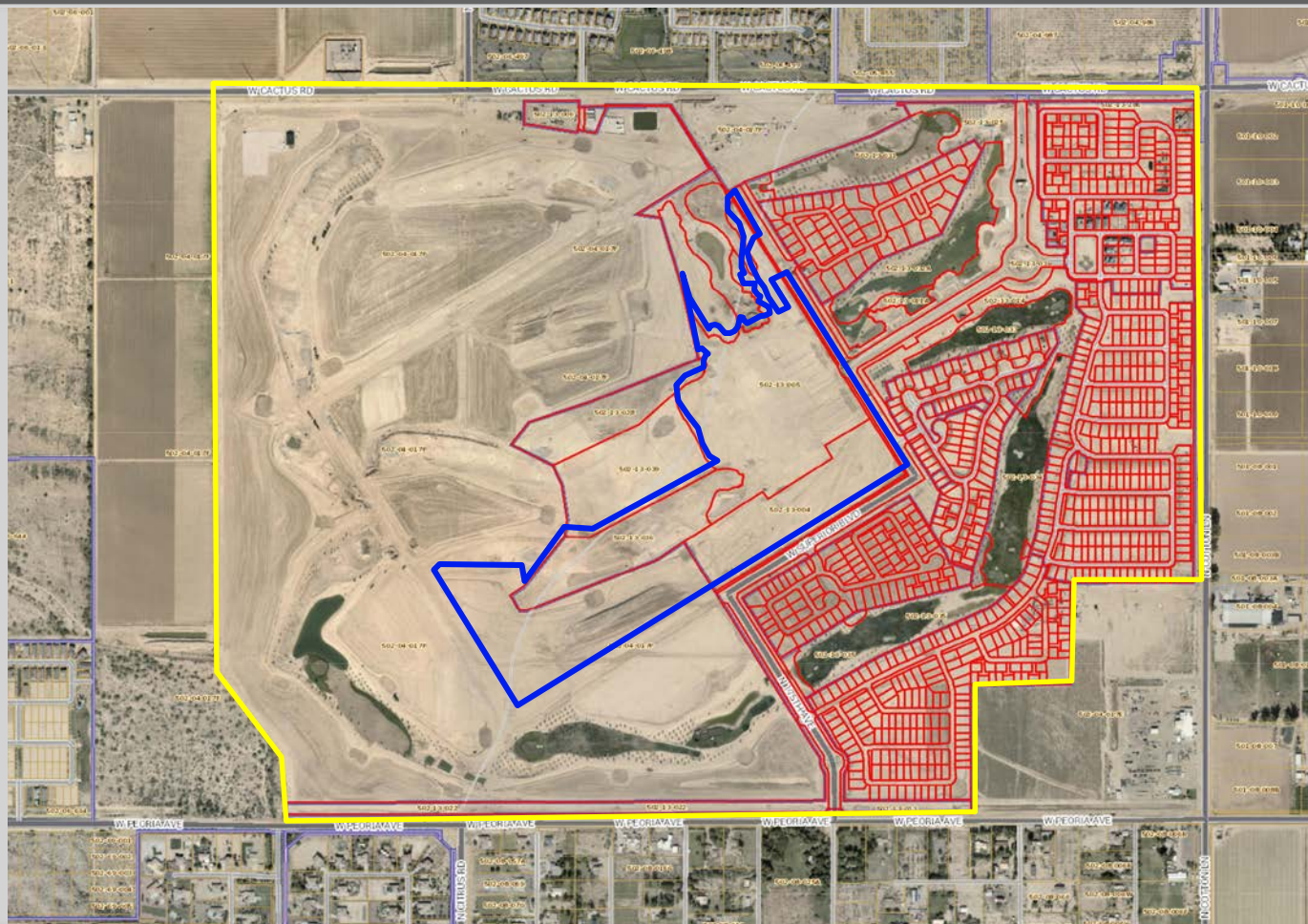
Attachments:

- 01 Toll at Prasada Unit Q Vicinity Map
- 02 Toll at Prasada Unit Q Case Map
- 03 Toll at Prasada Unit Q Preliminary Plat
- 04 Toll at Prasada Unit Q Preliminary Landscape Plans



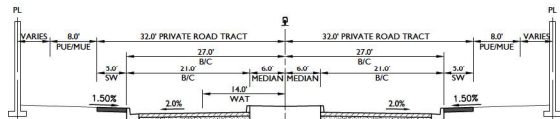
FS20-259 Vicinity Map

FS20-259 Case Map

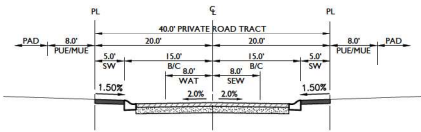


REVISED PRELIMINARY PLAT FOR UNIT Q - PHASE 2 - TOLL AT PRASADA

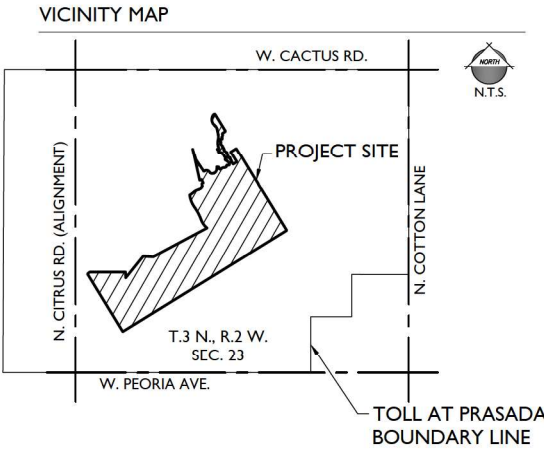
A PORTION OF THE EAST HALF OF SECTION 22 AND WEST HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



LOCAL ENTRY
RESIDENTIAL LOCAL ENTRY WITH MEDIAN
N.T.S.



LOCAL STREET
TWO-WAY WITH ON STREET PARKING (ONE SIDE)
N.T.S.



PROJECT TEAM

DEVELOPER:
TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (602) 999-5684
CONTACT: AARON IASCO

CIVIL ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JAMES ROGERS, P.E.

PROJECT DATA

A.P.N. 502-04-017P-502-13-036P, 004, 005, 030

EXISTING GENERAL PLAN: NEIGHBORHOOD CHARACTER AREA
EXISTING ZONING: PLANNED AREA DEVELOPMENT (PAD)
(ORDINANCE NO. 06-26)

GROSS AREA: +/- 81.80 ACRES
NET AREA: +/- 81.80 ACRES

PARCEL Q +/- 40.95 ACRES
PRIVATE STREET TRACT AREA: +/- 3.47 ACRES
SINGLE FAMILY LOT AREA: +/- 11.35 ACRES (54 LOTS)
CONDO TRACT A: +/- 9.28 ACRES (90 CONDOMINIUMS)
CONDO TRACT B: +/- 12.39 ACRES (134 CONDOMINIUMS)
CLUBHOUSE B: +/- 1.76 ACRES
TRACT/OPEN SPACE: +/- 2.70 ACRES

CLUBHOUSE A: +/- 20.84 ACRES
GOLF/LANDSCAPE TRACTS: +/- 20.01 ACRES

Development Pad	Phase	Acerage	* Lot Yield	Net Density
A	I	32.736	141	4.307 DU/AC
B	I	47.999	230	4.792 DU/AC
D	I	21.939	90	4.102 DU/AC
P	2	17.602	49	2.784 DU/AC
E	2	18.961	81	4.272 DU/AC
F	2	24.10	114	4.730 DU/AC
C	2	12.70	60	4.720 DU/AC
N	2	15.810	64	4.048 DU/AC
COTTAGES	2	1.61	10	6.211 DU/AC
Q	2	40.95	278	6.789 DU/AC
Total		234.41	*1117	4.77 DU/AC

THE TOLL AT PRASADA PROJECTS IS PLANNED FOR A MAXIMUM OF 2207 UNITS. THE CHART SHALL BE UPDATED TO MAINTAIN A RECORD OF THE REMAINING UNIT COUNT AT EACH PHASE OF THE DEVELOPMENT.

GENERAL NOTES

- THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
- LOT DIMENSIONS ARE APPROXIMATE. FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
- THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
- THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS AND ALL INTERIOR STREETS.
- THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.
- COMMON ELEMENTS AND LIMITED COMMON ELEMENTS WILL BE HELD IN AN EQUAL AND UNDIVIDED INTEREST AMONGST THE CONDO UNIT OWNERS.

DEVELOPMENT STANDARDS

THIS DEVELOPMENT SHALL CONFORM TO THE DEVELOPMENT STANDARDS APPROVED IN PRASADA, CASE F517-587.

BASIS OF BEARING:

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, BEING SOUTH 00°24'44" WEST AS MEASURED AND BEING SOUTH 00°24'44" WEST SHOWN ON MARICOPA COUNTY GDACS SURVEY RECORDED IN BOOK 661, PAGE 18, MARICOPA COUNTY RECORDS.

Received 10/14/2020

UTILITIES

WATER
SEWER
GAS
ELECTRIC
TELEPHONE
CABLE TV
FIRE
POLICE

EPCOR WATER
CITY OF SURPRISE
SOUTHWEST GAS
ARIZONA PUBLIC SERVICE
CENTURYLINK / COX
CENTURYLINK / COX
CITY OF SURPRISE
CITY OF SURPRISE

SHEET INDEX

SHEET 1 CS01 COVER SHEET
SHEET 2 ID01 INDEX SHEET
SHEET 3 DT01 LOT DIAGRAMS AND DEVELOPMENT STANDARDS
SHEET 4-11 PP01-PP08 PRELIMINARY PLAT
SHEET 12 TB01 DATA TABLES

TOLL AT PRASADA UNIT Q - PHASE 2 - PRELIMINARY PLAT

Project:

Revisions:



Designer: JMR
Drawn by: JSD

Job No.
16-339

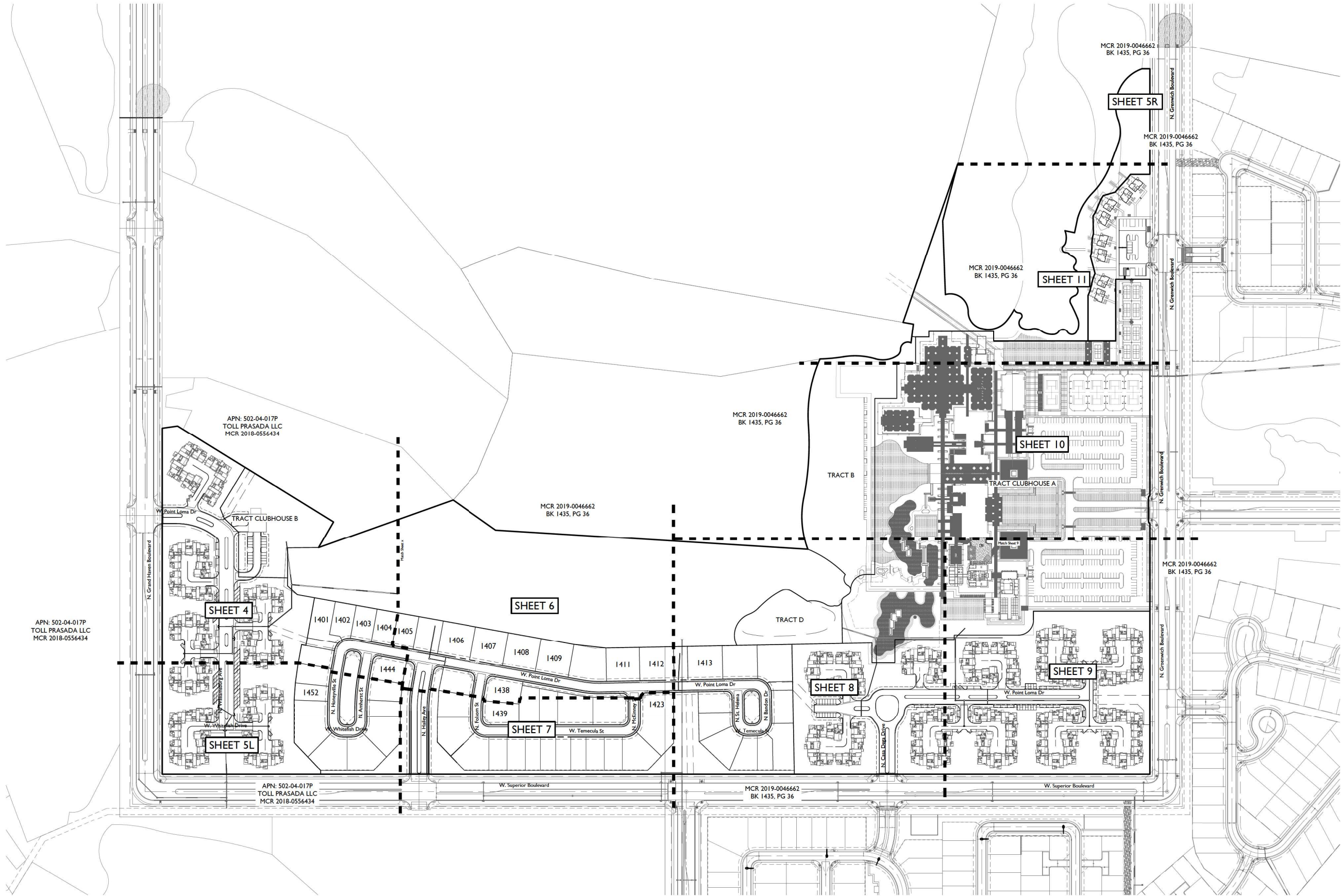
CS01

Sheet No.
1
of **12**



16-339 - UNIT Q - PHASE 2 - PRELIMINARY PLAT

Oct 14, 2020 5:22pm S:\Projects\2016\16-339\Civil\Pre-Plat\16-339 - P - Unit Q - CS02.dwg jrogers



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EPS
GROUP

TOLL AT PRASADA
UNIT Q - PHASE 2 - PRELIMINARY PLAT
SURPRISE, ARIZONA

Index Sheet

Project:

Revisions:

Call at least two full working days
before you begin construction.
ARIZONA
State Seal
In Maricopa County, (002)252-1100

Designer: JMR
Drawn by: JSD

Professional Engineer
CERTIFICATE NO.
64616
JAMES
ROGERS
AZ
Exp. 09-15

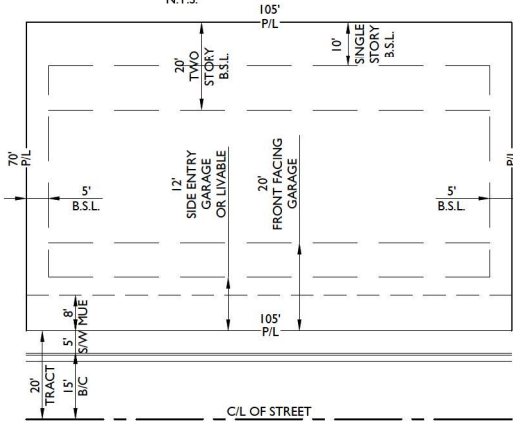
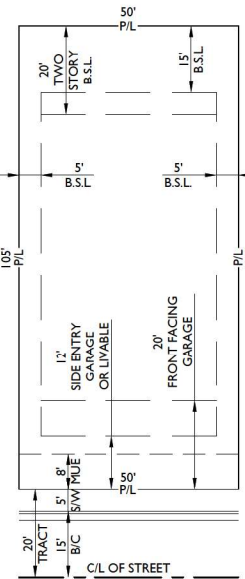
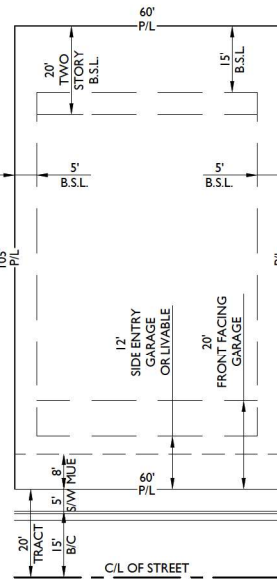
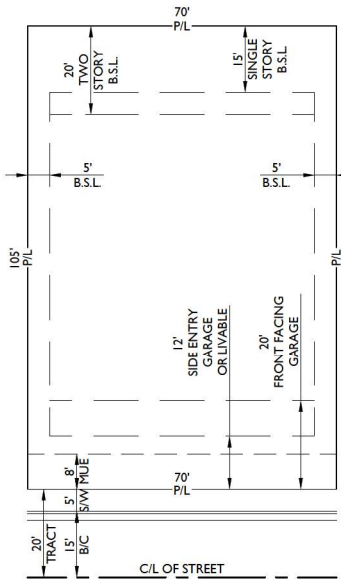
Job No.
16-339
CS02

Sheet No.
2
of 12

FS20-259

EPS REV-03 08-03-2020

Page 237 of 281



Development Standard C - FS16-400

Zoning District:	PLV-1	PLV-2
Minimum Lot Area	7,000 Square Feet	
Minimum Lot Width	65 Feet ⁽¹⁾	
Minimum Building Setbacks: ⁽²⁾		
Front ⁽⁴⁾		
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space ⁽⁵⁾	12 Feet	
Side ⁽⁴⁾⁽⁵⁾	5 Feet / 5 Feet	
Rear ⁽⁵⁾⁽⁶⁾	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height: ⁽⁷⁾	35 Feet	
Notes		
1.	Lot widths may range from 60 feet to 80 feet, with lot areas from 7,000 square feet.	
2.	Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.	
3.	The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.	
4.	Architectural features such as, but not limited to, covered patios and porches, fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.	
5.	Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 foot wide by 20 foot deep driveway parking pad, without encroaching on the sidewalk.	
6.	Covered patios may encroach up to 5 feet into the rear setback.	
7.	Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.	

Development Standard D1 - FS17-587

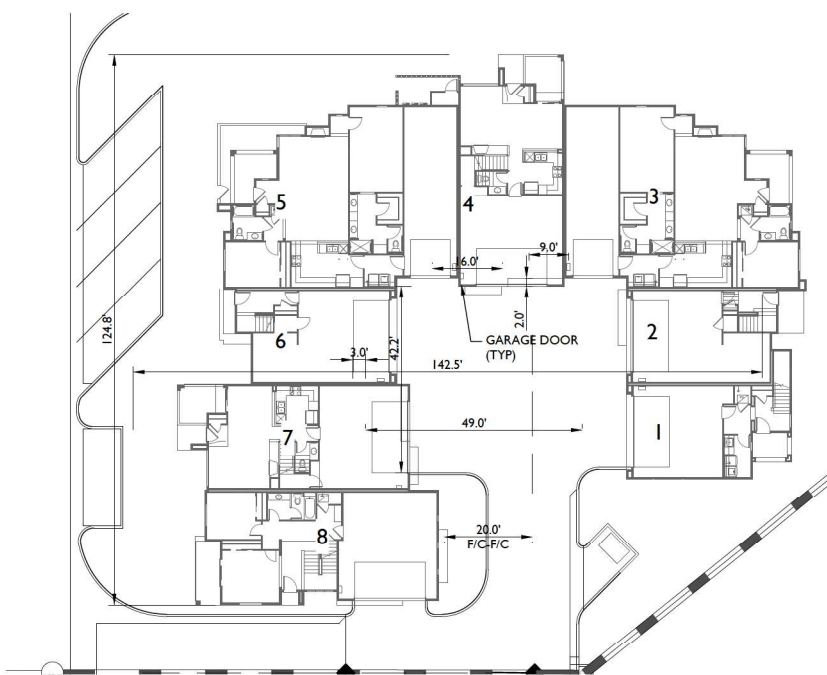
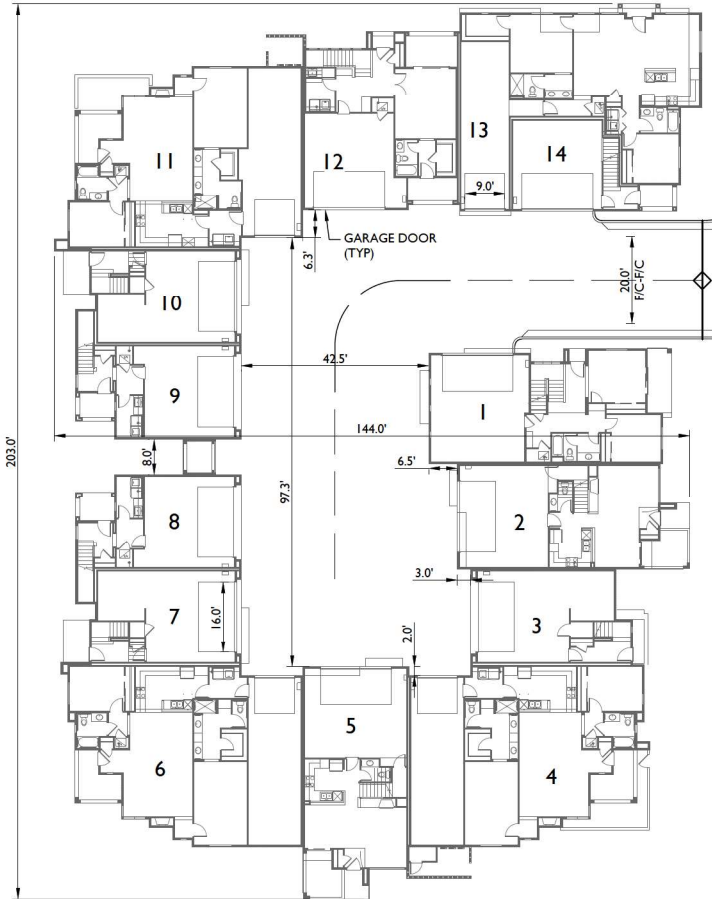
Zoning District:	PLV-1	PLV-2
Minimum Lot Area	5,000 Square Feet	
Minimum Lot Width	45 Feet ⁽¹⁾	
Minimum Building Setbacks: ⁽²⁾		
Front ⁽⁴⁾⁽⁵⁾		
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space ⁽⁵⁾	12 Feet	
Side ⁽⁴⁾⁽⁵⁾	5 Feet / 5 Feet	
Rear ⁽⁵⁾⁽⁷⁾	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height: ⁽⁷⁾	35 Feet	
Notes		
1.	Typical configured lot widths may range from 45 feet to 65 feet, with lot areas from 5,000 square feet.	
2.	A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevations. Driveway could occur on a side or front yard.	
3.	Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.	
4.	The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.	
5.	Architectural features such as, but not limited to, covered patios and porches, fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.	
6.	Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 foot wide by 20 foot deep driveway parking pad, without encroaching on the sidewalk. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.	
7.	Covered patios may encroach up to 5 feet into the rear setback.	
8.	Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.	

Development Standard D2 - FS17-587

Zoning District:	PLV-1	PLV-2
Minimum Lot Area	5,000 Square Feet	
Minimum Lot Width	45 Feet ⁽¹⁾	
Minimum Building Setbacks: ⁽²⁾		
Front ⁽⁴⁾⁽⁵⁾		
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space ⁽⁵⁾	12 Feet	
Side ⁽⁴⁾⁽⁵⁾	5 Feet / 5 Feet	
Rear ⁽⁵⁾⁽⁷⁾	20 Feet (2 Story) 10 Feet (1 Story)	
Maximum Building Height: ⁽⁷⁾	35 Feet	
Notes		
1.	Typical configured lot widths may range from 45 feet to 110 feet, with lot areas from 5,000 square feet.	
2.	A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevations. Driveway could occur on a side or front yard.	
3.	Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.	
4.	The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.	
5.	Architectural features such as, but not limited to, covered patios and porches, fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.	
6.	Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 foot wide by 20 foot deep driveway parking pad, without encroaching on the sidewalk. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.	
7.	Covered patios may encroach up to 5 feet into the rear setback.	
8.	Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.	

Development Standard F - FS16-400

Zoning District:	PLV-2	PLV-3
Density Range	8-22 dw/ac	
Minimum Building Perimeter Setbacks: ⁽¹⁾		
Front, Side and Rear		
First & Second Floor ⁽²⁾	20 Feet	
Third Floor	25 Feet	
Building to Building Separation	0 Feet	
Maximum Building Height: ⁽³⁾	45 Feet	
Notes		
1.	Unless stated otherwise, all setbacks are measured from the property line. All setbacks and separations are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.	
2.	Integral covered porches may encroach up to 5 feet into the first floor front setback and building to building setback.	
3.	Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.	



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TOLL AT PRASADA
UNIT Q - PHASE 2 - PRELIMINARY PLAT
SURPRISE, ARIZONA

Lot Diagrams and Development Standards

Project:

Revisions:

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

State 8-1-1 or 1-800-515-0000 (Toll-Free)
In Maricopa County: (602)252-1100

Designer: JMR
Drawn by: JSD

Job No.
16-339

DT01

Sheet No.
3
of 12

FS20-259

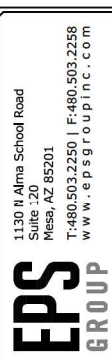
EPS REV-03 08-03-2020

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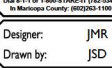
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CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
PUE	PUBLIC UTILITY EASEMENT
F/C	FACE OF CURB

 MATCH LINE
 BOUNDARY LINE
 RIGHT OF WAY LINE
 GOLF TRACT BOUNDARY LINE



Preliminary Plat

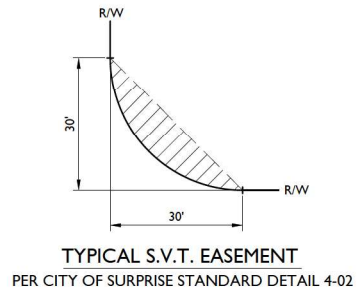
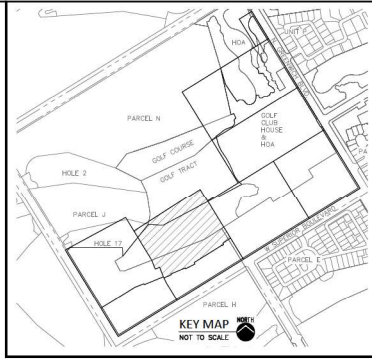
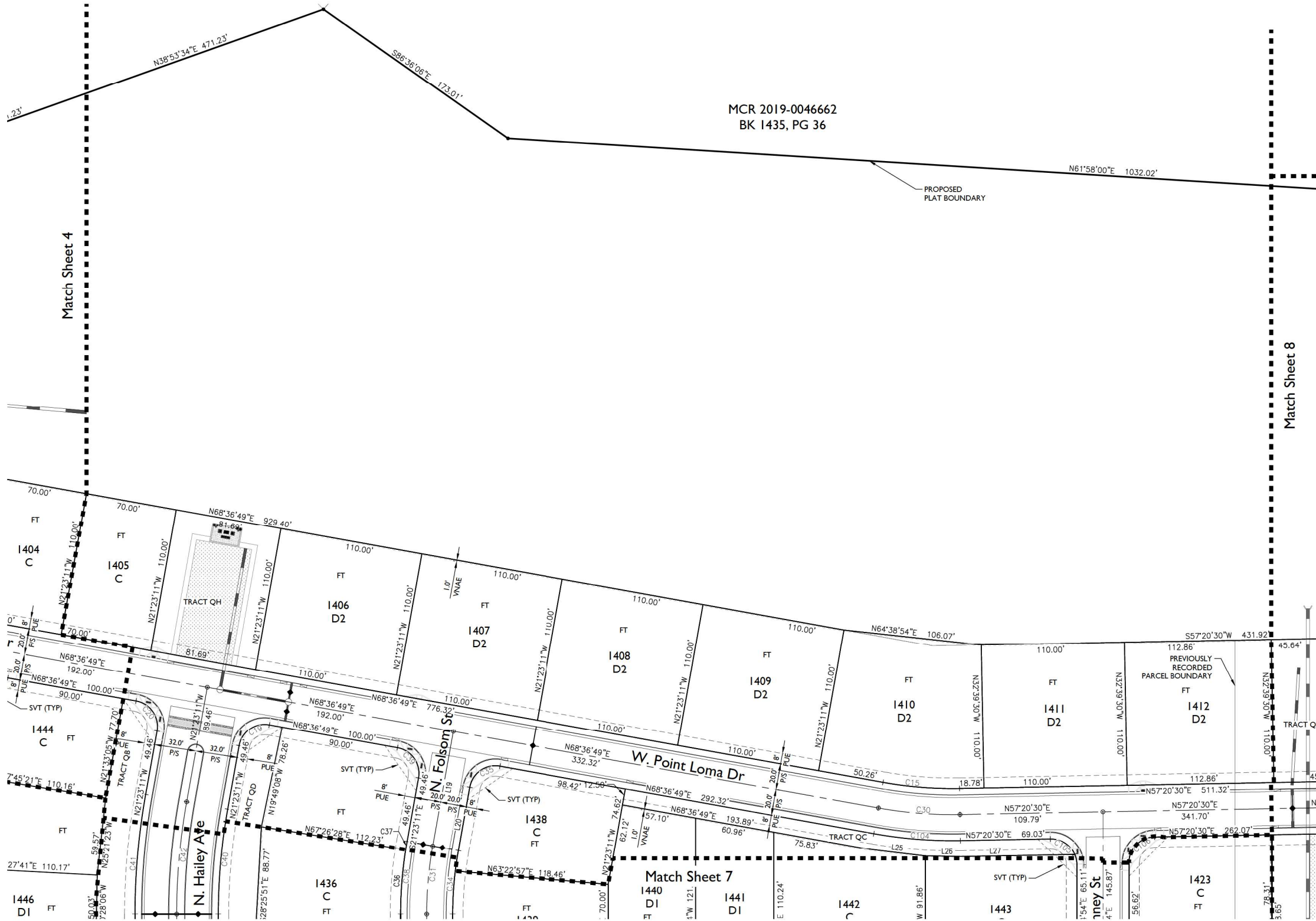
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FS20-259

16-339 - UNIT Q - PHASE 2 - PRELIMINARY PLAT

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ABBREVIATIONS

FT	FEE TITLE
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
PUE	PUBLIC UTILITY EASEMENT
F/C	FACE OF CURB

LINETYPE LEGEND

-----	MATCH LINE
-----	BOUNDARY LINE
-----	RIGHT OF WAY LINE
-----	GOLF TRACT BOUNDARY LINE

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TOLL AT PRASADA
UNIT Q - PHASE 2 - PRELIMINARY PLAT
SURPRISE, ARIZONA

Preliminary Plat

Project:

Revisions:

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State & Local 800-552-5555 (Toll-Free)

Design: JMR

Drawn by: JSD

Job No.
16-339

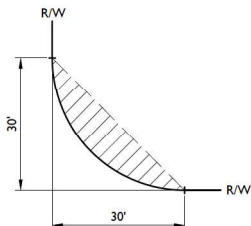
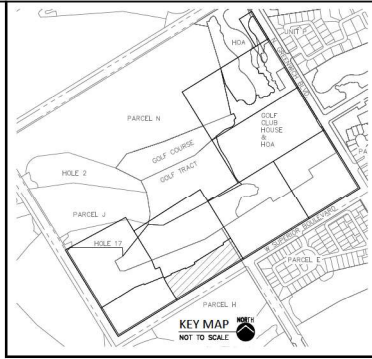
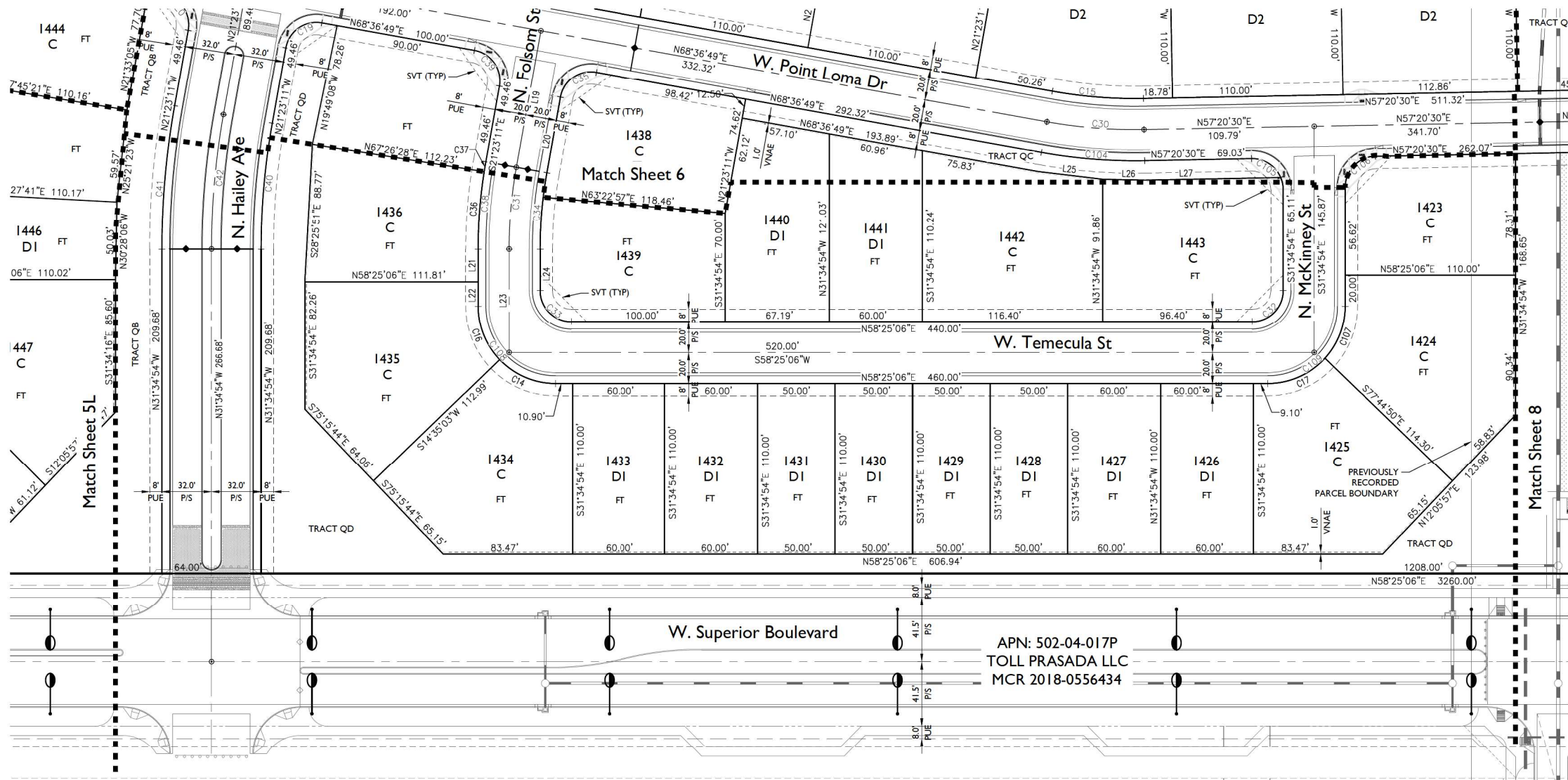
PP03

Sheet No.
6
of 12

FS20-259

16-339 - UNIT Q - PHASE 2 - PRELIMINARY PLAT

Sep 15, 2020 3:41pm S:\Projects\2016\16-339\Civil\Pre-Plat\16-339 - PP - Unit Q - PP04.dwg jldigen



ABBREVIATIONS

FT	FEE TITLE
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
PUE	PUBLIC UTILITY EASEMENT
F/C	FACE OF CURB

LINETYPE LEGEND

-----	MATCH LINE
-----	BOUNDARY LINE
-----	RIGHT OF WAY LINE
-----	GOLF TRACT BOUNDARY LINE

TOLL AT PRASADA
UNIT Q - PHASE 2 - PRELIMINARY PLAT

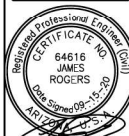
Preliminary Plat

Project: TOLL AT PRASADA
Unit Q - Phase 2 - Preliminary Plat
Surprise, Arizona

Revisions:

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State & Local Government
In Maricopa County: 602/252-1100

Designer: JMR
Drawn by: JSD



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7
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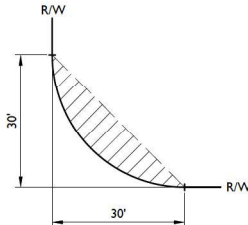
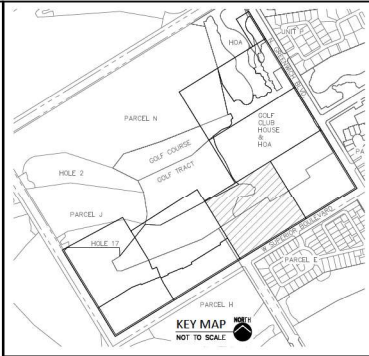
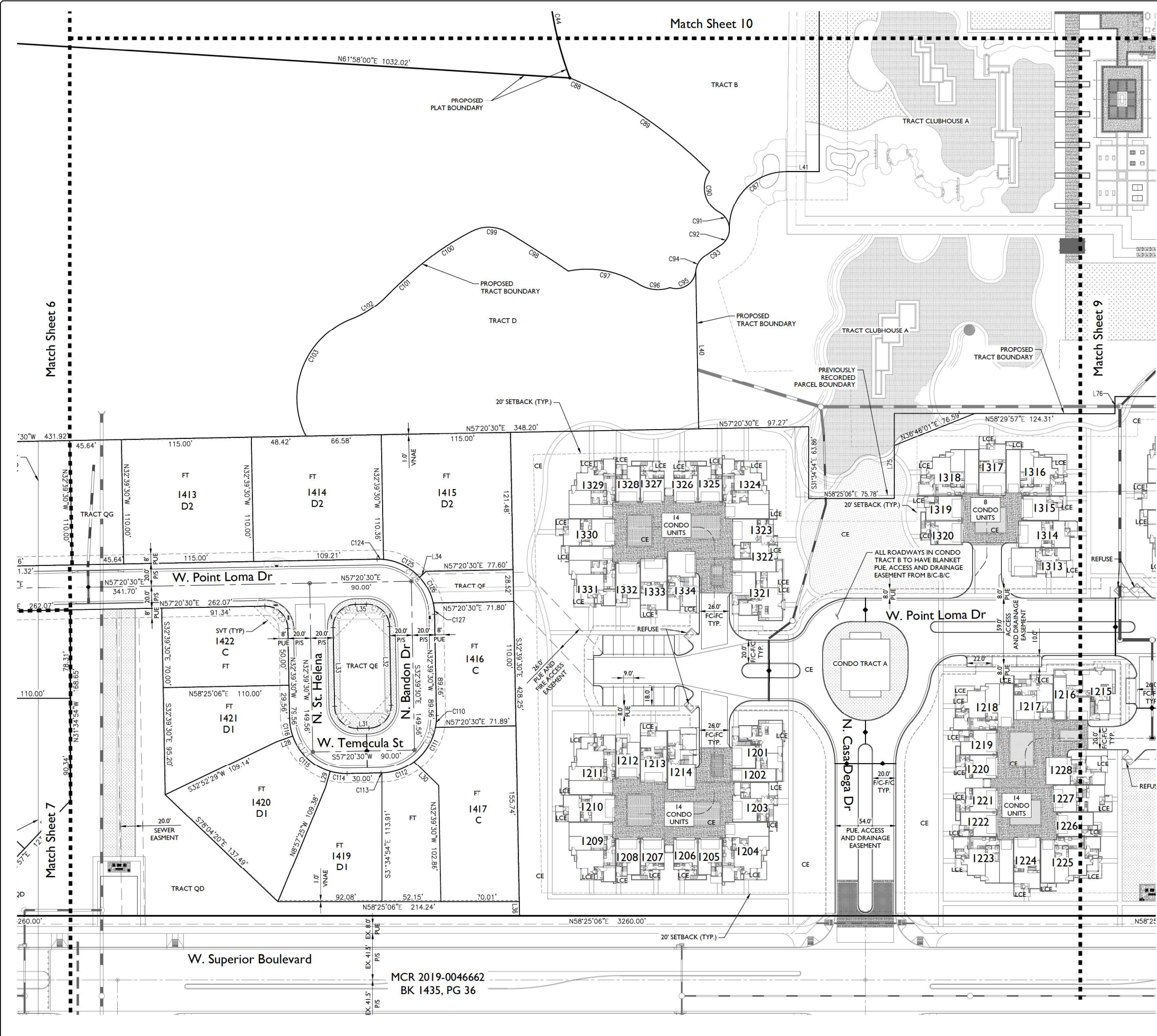


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16-339 - UNIT Q - PHASE 2 - PRELIMINARY PLAT

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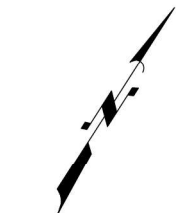
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PER CITY OF SURPRISE STANDARD DETAIL 4-02

ABBREVIATIONS

FT	FEE TITLE
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
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F/C	FACE OF CURB

LINETYPE LEGEND

-----	MATCH LINE
-----	BOUNDARY LINE
-----	RIGHT OF WAY LINE
-----	GOLF TRACT BOUNDARY LINE



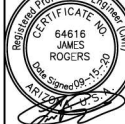
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UNIT Q - PHASE 2 - PRELIMINARY PLAT

Preliminary Plat

Revisions:



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PP05
Sheet No.
8
of 12

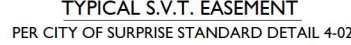
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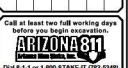
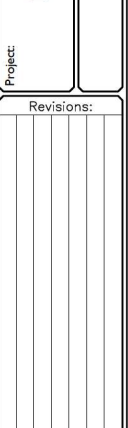
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ABBREVIATIONS

FT	FEE TITLE
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
PUE	PUBLIC UTILITY EASEMENT
F/C	FACE OF CURB

[illegible]

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PP06

Sheet No.
9
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16-339 - UNIT Q - PHASE 2 - PRELIMINARY PLAT

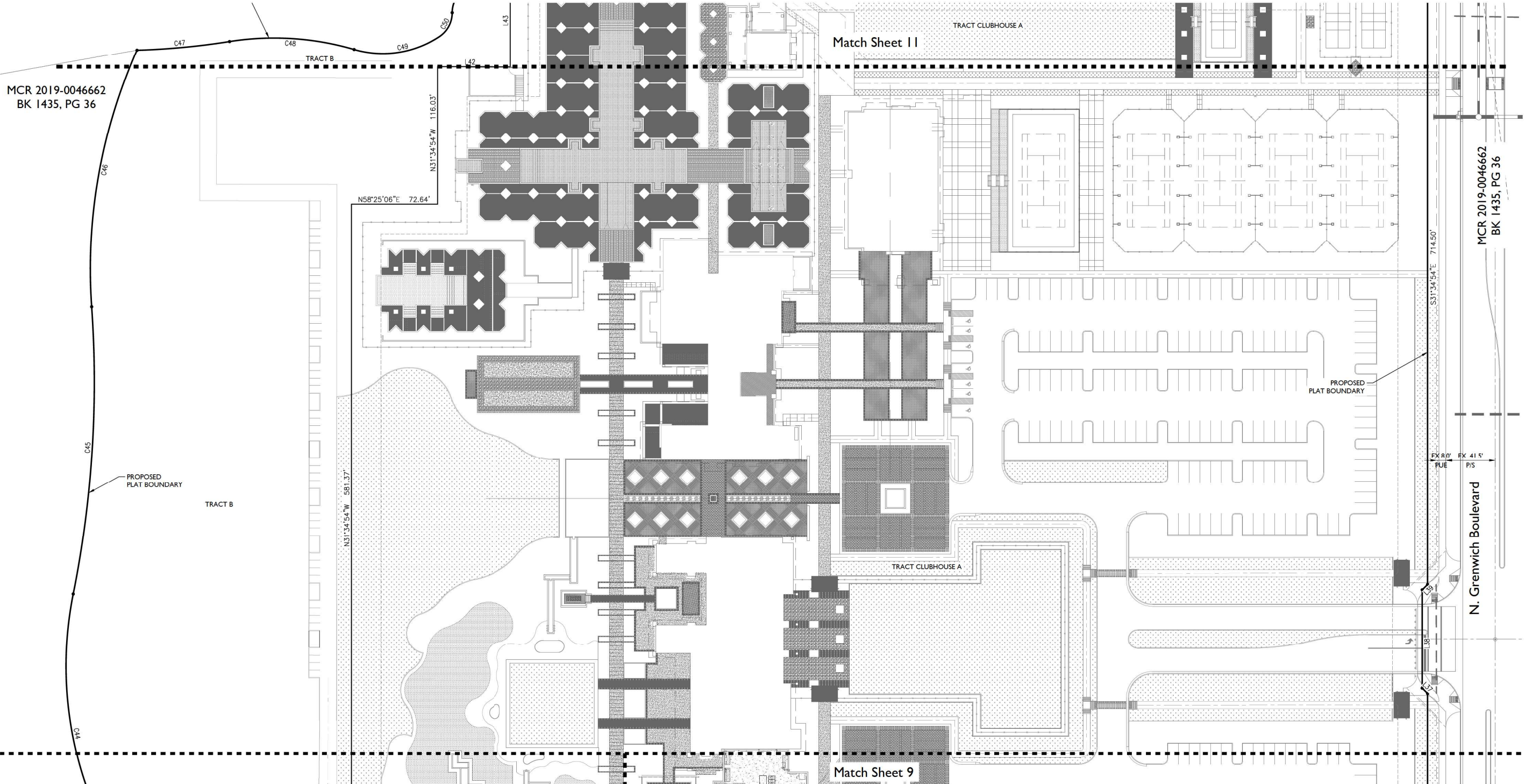
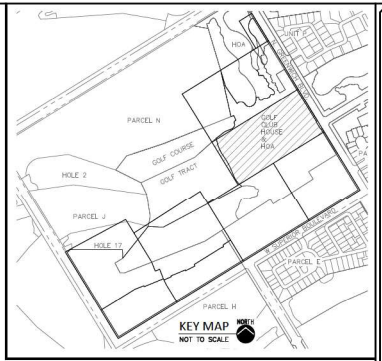
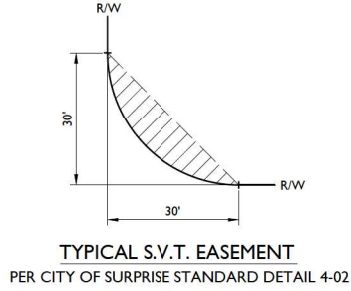
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ABBREVIATIONS

FT	FEE TITLE
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
PUE	PUBLIC UTILITY EASEMENT
F/C	FACE OF CURB

LINETYPE LEGEND

-----	MATCH LINE
=====	BOUNDARY LINE
=====	RIGHT OF WAY LINE
-----	GOLF TRACT BOUNDARY LINE



Project:

Revisions:



Designer: JMR
Drawn by: JSD

Job No.
16-339

Sheet No.
10

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TOLL AT PRASADA
UNIT Q - PHASE 2 - PRELIMINARY PLAT
SURPRISE, ARIZONA

Preliminary Plat



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16-339 - UNIT Q - PHASE 2 - PRELIMINARY PLAT

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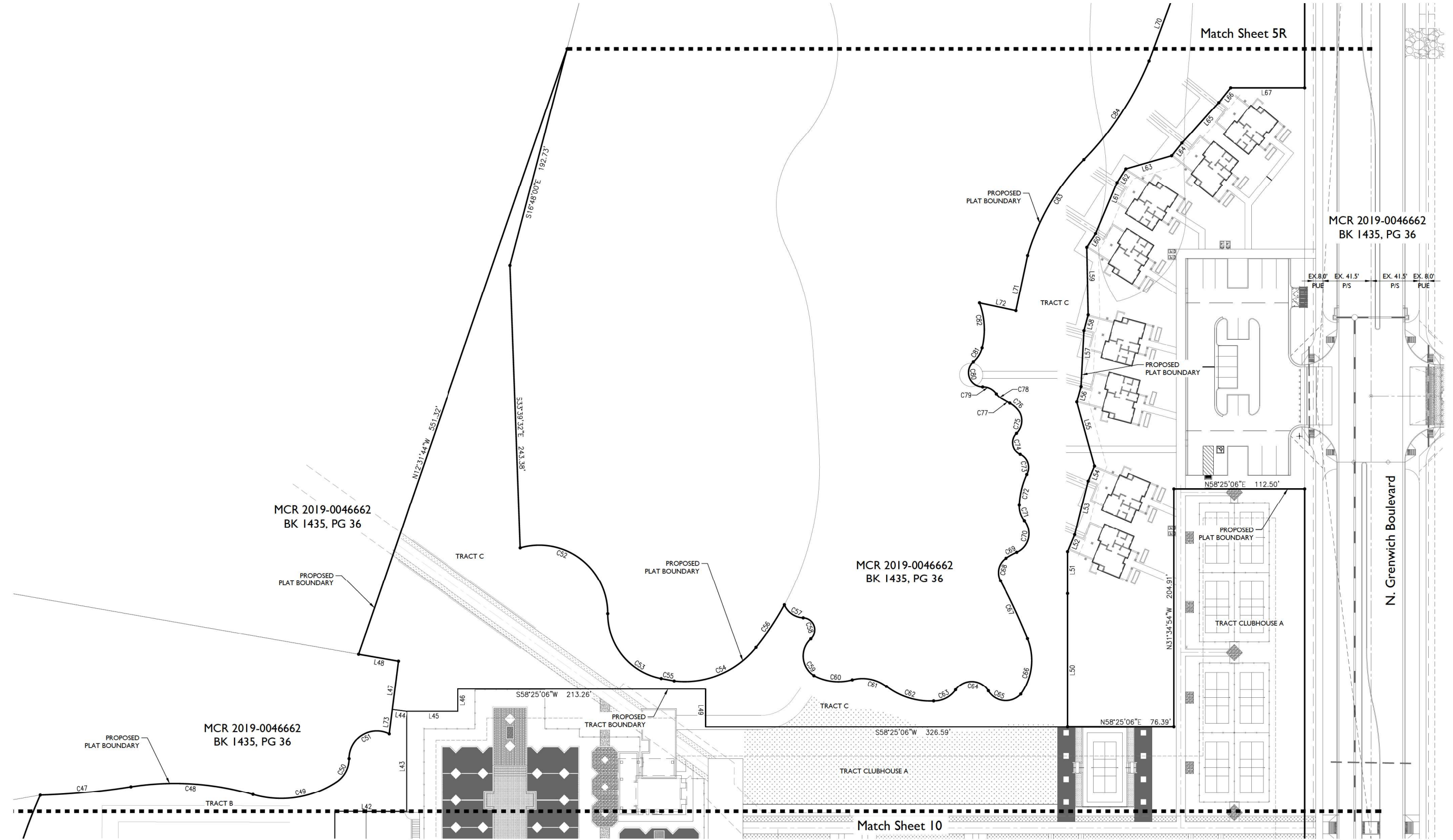
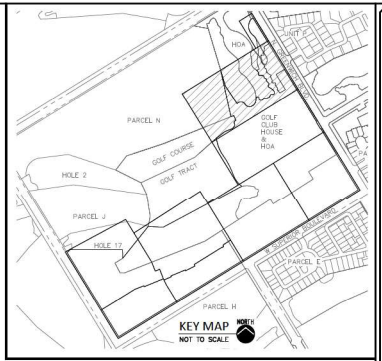
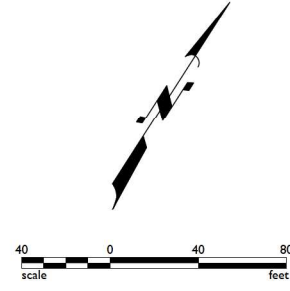
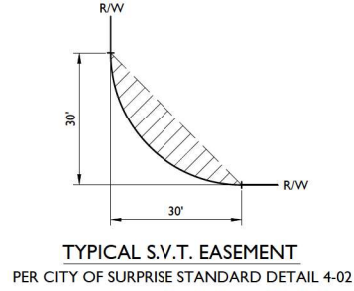
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ABBREVIATIONS

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CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
PUE	PUBLIC UTILITY EASEMENT
F/C	FACE OF CURB

LINETYPE LEGEND

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-----	RIGHT OF WAY LINE
-----	GOLF TRACT BOUNDARY LINE



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TOLL AT PRASADA
UNIT Q - PHASE 2 - PRELIMINARY PLAT
SURPRISE, ARIZONA

Preliminary Plat

Project:

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State of Arizona
In Maricopa County, (0002)0000-1100

Designer: JMR
Drawn by: JSD

CERTIFICATE OF RECORDING
64616 JAMES ROGERS, JR.
ARIZONA

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16-339

PP08

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11
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FS20-259

I6-339 - UNIT Q - PHASE 2 - PRELIMINARY PLAT

Sep 15, 2020 3:44pm S:\Projects\2016\16-339\Civil\Pre-Plat\16-339 - PP - Unit Q - TB01.dwg jrogers

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	7.00'	S89°58'53"E	L41	29.62'	N58°25'06"E
L2	50.50'	N00°01'07"W	L42	61.84'	N58°27'15"E
L3	36.76'	N53°29'53"W	L43	86.16'	N31°34'54"W
L4	64.90'	S78°02'41"E	L44	12.46'	S65°40'58"W
L5	14.46'	S68°34'33"W	L45	44.50'	S58°25'06"W
L6	26.00'	N21°23'19"W	L46	19.15'	S31°34'54"E
L7	12.50'	S31°34'54"E	L47	42.08'	N24°19'02"W
L8	35.00'	N68°36'49"E	L48	34.85'	S68°18'21"W
L9	14.43'	S60°29'31"E	L49	32.38'	N31°34'54"W
L10	18.77'	S31°34'54"E	L50	114.64'	S31°34'54"E
L11	18.41'	S31°34'54"E	L51	36.18'	N31°34'54"W
L12	27.18'	S31°34'54"E	L52	15.92'	N08°55'04"W
L13	15.00'	N58°25'06"E	L53	47.43'	N17°24'20"W
L14	15.00'	N58°25'06"E	L54	14.08'	N08°55'04"W
L15	27.18'	N31°34'54"W	L55	57.06'	N47°02'48"W
L16	17.15'	N31°34'54"W	L56	14.08'	N16°34'19"W
L17	20.03'	N31°34'54"W	L57	47.96'	N28°36'24"W
L18	10.00'	S68°36'49"W	L58	14.08'	N16°34'19"W
L19	89.46'	N21°23'11"W	L59	58.18'	N32°44'32"W
L20	49.46'	N21°23'11"W	L60	14.08'	N00°52'51"E
L21	21.47'	S31°34'54"E	L61	47.58'	N08°47'53"W
L22	15.71'	S31°34'54"E	L62	14.08'	N00°52'51"E
L23	67.18'	N31°34'54"W	L63	41.03'	N42°18'54"E
L24	27.18'	N31°34'54"W	L64	14.08'	N07°10'42"E
L25	42.07'	N65°11'35"E	L65	47.00'	N10°50'16"E
L26	27.25'	N59°33'25"E	L66	16.38'	N07°10'42"E
L27	87.57'	N57°20'30"E	L67	63.65'	S58°25'06"W
L28	15.28'	S39°05'57"W	L68	348.41'	S31°34'54"E
L29	14.98'	N15°14'37"W	L69	26.02'	N58°25'06"E
L30	30.37'	N77°31'06"W	L70	84.90'	N11°12'05"W
L31	10.00'	S57°20'30"W	L71	48.59'	N19°36'20"W
L32	69.56'	S32°39'30"E	L72	32.20'	N70°23'40"E
L33	69.56'	N32°39'30"W	L73	21.05'	N24°19'02"W
L34	7.87'	N15°43'51"E	L74	10.00'	N58°25'06"E
L35	10.00'	N57°20'30"E	L75	47.22'	N31°34'54"W
L36	12.50'	N32°39'30"W	L76	15.17'	N31°34'54"W
L37	6.36'	S76°34'54"E			
L38	83.00'	S31°34'54"E			
L39	6.36'	S13°25'06"W			
L40	139.68'	S30°39'30"E			

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	59.31'	790.00'	59.29'	004°18'04"
C2	49.41'	790.00'	49.40'	003°35'00"
C3	31.34'	790.00'	31.34'	002°16'22"
C4	39.49'	50.00'	30.47'	045°15'09"
C5	39.05'	50.00'	38.06'	044°44'51"
C6	39.05'	50.00'	38.06'	044°44'51"
C7	39.49'	50.00'	38.47'	045°15'09"
C8	78.54'	50.00'	70.71'	090°00'00"
C9	78.54'	50.00'	70.71'	090°00'00"
C10	35.85'	660.00'	35.85'	003°06'45"
C11	71.70'	660.00'	71.67'	006°13'29"
C12	9.88'	660.00'	9.88'	000°51'29"
C13	31.42'	20.00'	28.28'	090°00'00"
C14	40.29'	50.00'	39.21'	046°09'57"
C15	59.02'	300.00'	58.93'	011°16'19"
C16	38.25'	50.00'	37.33'	043°50'03"
C17	41.53'	50.00'	40.35'	047°35'41"
C18	117.44'	660.00'	117.29'	010°11'43"
C19	31.42'	20.00'	28.28'	090°00'00"
C20	31.42'	20.00'	28.28'	090°00'00"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C61	31.03'	34.06'	29.97'	052°12'27"
C62	43.38'	62.46'	42.51'	039°47'30"
C63	22.08'	22.59'	21.21'	055°59'34"
C64	33.50'	16.86'	28.25'	113°48'14"
C65	32.55'	17.64'	28.12'	105°44'10"
C66	50.33'	49.64'	48.20'	058°05'14"
C67	54.99'	532.47'	54.96'	005°55'00"
C68	21.91'	15.04'	20.03'	083°28'36"
C69	10.65'	55.43'	10.64'	011°00'36"
C70	32.38'	17.55'	27.98'	105°42'59"
C71	14.22'	19.43'	13.90'	041°55'52"
C72	27.51'	71.76'	27.34'	021°57'44"
C73	20.46'	12.36'	18.20'	094°49'49"
C74	21.52'	11.12'	18.32'	110°52'34"
C75	19.83'	15.25'	18.46'	074°30'18"
C76	11.45'	23.43'	11.34'	028°00'15"
C77	6.60'	923.18'	6.60'	000°24'34"
C78	7.86'	17.98'	7.79'	025°01'41"
C79	13.83'	13.91'	13.27'	056°58'42"
C80	29.55'	12.23'	22.87'	138°27'40"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C121	78.54'	50.00'	70.71'	090°00'00"
C122	78.54'	50.00'	70.71'	090°00'00"
C123	31.42'	20.00'	28.28'	090°00'00"
C124	5.80'	50.00'	5.80'	006°38'47"
C125	36.31'	50.00'	35.52'	041°36'38"
C126	26.36'	50.00'	26.06'	030°12'22"
C127	10.07'	50.00'	10.05'	011°32'13"
C128	78.54'	50.00'	70.71'	090°00'00"
C129	27.35'	50.00'	27.01'	031°20'29"
C130	5.65'	50.00'	5.65'	006°28'46"
C131	28.47'	50.00'	28.09'	032°37'35"
C132	17.05'	50.00'	16.97'	019°32'16"
C134	78.54'	50.00'	70.71'	090°00'00"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C21	140.57'	790.00'	140.39'	010°11'43"
C22	133.46'	750.00'	133.28'	010°11'43"
C23	31.42'	20.00'	28.28'	090°00'00"
C24	31.42'	20.00'	20.20'	090°00'00"
C25	124.56'	700.00'	124.39'	010°11'43"
C26	31.42'	20.00'	28.28'	090°00'00"
C27	31.42'	20.00'	28.28'	090°00'00"
C28	137.01'	770.00'	136.83'	010°11'43"
C29	121.00'	680.00'	120.84'	010°11'43"
C30	62.56'	320.00'	62.85'	011°16'19"
C31	52.67'	296.00'	52.60'	010°11'43"
C32	31.42'	20.00'	28.28'	090°00'00"
C33	31.42'	20.00'	28.28'	090°00'00"
C34	49.11'	276.00'	49.05'	010°11'43"
C35	31.42'	20.00'	28.28'	090°00'00"
C36	49.76'	316.00'	49.71'	009°01'22"
C37	6.47'	316.00'	6.47'	001°10'21"
C38	56.23'	316.00'	56.16'	010°11'43"
C39	31.42'	20.00'	28.28'	090°00'00"
C40	81.14'	456.00'	81.03'	010°11'43"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C81	14.38'	22.78'	14.14'	036°09'03"
C82	39.29'	65.15'	38.70'	034°33'17"
C83	96.81'	195.56'	95.83'	028°21'55"
C84	102.24'	265.70'	101.61'	022°02'48"
C85	78.98'	110.00'	77.29'	041°08'16"
C86	207.32'	129.80'	185.97'	091°30'56"
C87	79.29'	50.00'	71.24'	090°51'18"
C88	15.44'	275.75'	15.44'	003°12'29"
C89	134.50'	374.67'	133.78'	020°34'03"
C90	41.93'	24.67'	37.06'	097°21'45"
C91	18.08'	16.92'	17.23'	061°14'01"
C92	16.85'	16.92'	16.17'	057°05'26"
C93	17.51'	959.48'	17.51'	001°02'45"
C94	15.67'	18.34'	15.20'	048°56'30"
C95	30.99'	17.33'	27.02'	102°26'23"
C96	29.15'	32.69'	28.19'	051°05'33"
C97	64.54'	84.79'	63.00'	043°36'47"
C98	62.76'	1162.19'	62.75'	003°05'39"
C99	35.03'	34.53'	33.55'	058°07'40"
C100	53.24'	249.12'	53.23'	012°16'00"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C41	92.53'	520.00'	92.41'	010°11'43"
C42	86.84'	488.00'	86.72'	010°11'43"
C43	78.54'	50.00'	70.71'	090°00'00"
C44	172.27'	300.21'	170.04'	032°01'31"
C45	243.53'	905.19'	242.79'	015°24'53"
C46	222.00'	452.42'	219.78'	028°06'54"
C47	78.38'	613.11'	78.32'	007°19'28"
C48	106.07'	239.59'	105.21'	025°21'56"
C49	75.09'	86.26'	72.25'	049°52'55"
C50	23.66'	24.00'	22.71'	056°28'44"
C51	48.59'	23.88'	40.63'	116°33'22"
C52	109.36'	58.91'	94.32'	106°21'39"
C53	78.38'	56.52'	72.25'	079°26'49"
C54	79.40'	78.80'	76.08'	057°43'44"
C55	11.35'	2876.48'	11.35'	000°13'34"
C56	44.04'	247.49'	43.99'	010°11'48"
C57	20.84'	18.28'	19.73'	065°19'53"
C58	24.37'	10.31'	19.08'	135°27'47"
C59	36.69'	20.04'	31.77'	104°52'28"
C60	34.00'	45.47'	33.21'	042°50'31"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C101	42.01'	400.25'	41.99'	006°00'48"
C102	36.44'	83.81'	36.16'	024°54'53"
C103	125.81'	74.74'	111.47'	096°26'46"
C104	66.89'	340.00'	66.78'	011°16'19"
C105	23.73'	20.00'	22.36'	067°58'32"
C106	31.04'	20.00'	28.02'	088°55'24"
C107	37.01'	50.00'	36.17'	042°24'19"
C108	78.54'	50.00'	70.71'	090°00'00"
C109	78.54'	50.00'	70.71'	090°00'00"
C110	10.51'	50.00'	10.49'	012°02'49"
C111	36.64'	50.00'	35.83'	041°59'28"
C112	30.60'	50.00'	30.12'	035°03'35"
C113	0.79'	50.00'	0.79'	000°54'08"
C114	15.20'	50.00'	15.14'	017°24'53"
C115	47.42'	50.00'	45.67'	054°20'33"
C116	15.92'	50.00'	15.85'	018°14'33"
C117	31.42'	20.00'	28.28'	090°00'00"
C118	31.42'	20.00'	28.28'	090°00'00"
C119	31.42'	20.00'	28.28'	090°00'00"
C120	31.42'	20.00'	28.28'	090°00'00"

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
I401	10,309	0.2367	C
I402	7,862	0.1805	C
I403	7,701	0.1768	C
I404	7,700	0.1768	C
I405	7,700	0.1768	C
I406	12,100	0.2778	D2
I407	12,100	0.2778	D2
I408	12,100	0.2778	D2
I409	12,100	0.2778	D2
I410	13,138	0.3016	D2
I411	12,100	0.2778	D2
I412	12,415	0.2850	D2
I413	12,650	0.2904	D2
I414	12,651	0.2904	D2
I415	13,815	0.3171	D2
I416	7,794	0.1789	C
I417	11,357	0.2607	C
I418	5,905	0.1355	D1
I419	7,787	0.1788	D1
I420	10,589	0.2431	D1

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
I421	7,802	0.1791	D1
I422	7,708	0.1769	C
I423	8,419	0.1933	C
I424	11,663	0.2677	C
I425	11,336	0.2602	C
I426	6,600	0.1515	D1
I427	6,600	0.1515	D1
I428	5,500	0.1263	D1
I429	5,500	0.1263	D1
I430	5,500	0.1263	D1
I431	5,500	0.1263	D1
I432	6,600	0.1515	D1
I433	6,600	0.1515	D1
I434	11,307	0.2596	C
I435	11,405	0.2618	C
I436	8,852	0.2032	C
I437	8,474	0.1945	C
I438	9,391	0.2156	C
I439	8,917	0.2047	C
I440	8,192	0.1881	D1

Prasada - Unit Q

WEST OF COTTON LANE , SOUTH OF CACTUS ROAD.
CITY OF SURPRISE PRE-PLAT LANDSCAPE PLANS

GENERAL NOTES:

- THESE CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. IT IS THE GOAL OF THE DOCUMENTS THAT THE WORK IS TO BE COMPLETED WITHOUT CHANGE ORDERS. ALL QUANTITIES SHOWN IN THE DOCUMENTS ARE ESTIMATES ONLY AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO FULFILL THE INTENT OF THE DESIGN DRAWINGS.
- INTERPRETATION OF THE PLANS AND SPECIFICATIONS SHALL BE MADE BY THE "AUTHOR" OR "ARCHITECT/ENGINEER-OF-RECORD" OF THE RESPECTIVE DOCUMENT AND SHALL BE CONSIDERED FINAL. ANY POSSIBLE AMBIGUITY SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL AMBIGUATIONS SHALL BE PREPARED IN WRITING BY THE "ARCHITECT/ENGINEER-OF-RECORD" PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE "ARCHITECT/ENGINEER-OF-RECORD" AS THE CORRECT AND FINAL INTERPRETATION.
- ANY INCIDENTAL INSTALLATION PROCEDURE, MATERIAL OR EQUIPMENT, NOT MENTIONED IN THESE CONSTRUCTION DOCUMENTS, THE SPECIFICATIONS NOR SHOWN ON THE PLANS, WHICH MAY BE NECESSARY FOR COMPLETION AND SATISFACTORY OPERATION OF THE DESIGN SYSTEM SHALL BE FURNISHED AND INSTALLED (AS BASED ON INDUSTRY STANDARDS) AS THOUGH SHOWN OR PROVIDED FOR.
- EXISTING CONDITIONS AND BASE INFORMATION ARE BASED ON PLANS PREPARED BY CIVIL ENGINEER. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD A CONFLICT ARISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
- FOR UNDERGROUND UTILITY COORDINATION AND 48 HOURS PRIOR TO START OF CONSTRUCTION (DEPENDENT ON AREA OR JURISDICTION), THE CONTRACTOR SHALL CONTACT:
A) BLUE STAKE (ARIZONA) 1-800-782-5348
B) UNDERGROUND SERVICES ALERT (USA) 1-800-227-2600
C) ARIZONA PUBLIC SERVICE 1-800-240-2014
- THESE NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND THE CHANGE ORDERS AS ASSOCIATED WITH THESE CONSTRUCTION DOCUMENTS.
- SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THESE CONSTRUCTION DOCUMENTS OR SHOULD THERE BE ANY DISCREPANCIES, HE SHALL BE RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING FURTHER.
- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS AND PER GOVERNING CODES AND/OR ORDINANCES.
- THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPORT TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS PRIOR TO THE START OF WORK.
- BEFORE WORK BEGINS ON THE PROJECT, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
- THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL APPROVE ANY OR ALL CHANGES PRIOR TO THE START OF WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
- THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND/OR FEDERAL LAWS AND/OR REGULATIONS PERTAINING TO THE PROJECT.
- THE CONTRACTOR SHALL PROPERLY COORDINATE HIS WORK WITH OTHER CONTRACTOR'S WORK PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGH CONSTRUCTION.
- THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE OCCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED, AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
- MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.

PLANTING GENERAL NOTES:

- THE CONTRACTOR SHALL REVIEW PLANTING PLAN WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS HE DEEMS UNACCEPTABLE. SEE SPECIFICATIONS.
- THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL PLANT MATERIAL AS SPECIFIED ON THE PLANTING PLANS. HOWEVER, SHOULD THE PLANT MATERIAL BE TEMPORARILY UNAVAILABLE, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND INSTALL 5 GALLON NURSERY BUCKETS WITH IRRIGATION AT EACH PLANT LOCATION. AS THE PLANT MATERIAL BECOMES AVAILABLE, THE 5 GALLON BUCKETS SHALL BE REMOVED AND PLANT MATERIAL INSTALLED.
- ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY DESIGN/BUILDER AND/OR THE LANDSCAPE ARCHITECT.
- LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES, AND OTHER OBSTRUCTIONS.
- FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
- PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO WALK CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE.
- WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT. SEE HARDPAN DETAIL.
- REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
- TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS / FIRE HYDRANTS, 6'-0" FROM EDGE OF UNDERGROUND UTILITIES AND A MINIMUM OF 4'-0" FROM WALKS, CURBS AND WALLS. SHRUBS SHALL BE PLANTED A MINIMUM OF 2'-0" FROM CURB AND WALKS.
- ALL SPECIEM TREES, SHRUBS AND CACTI SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
- THE CONTRACTOR SHALL INSTALL "SHAWTOWN ROOT BARRIER PANELS" (OR APPROVED EQUAL) AT ALL TREES WITHIN 7'-0" FEET OF HARDSCAPE ELEMENTS INCLUDING (BUT NOT LIMITED TO) SIDEWALKS, ASPHALT, CONCRETE SLABS / FOOTINGS AND STRUCTURES. CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL INSTALL ARBOR GUARDS AT ALL TREES LOCATED IN TURF AREAS.
- ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO THE CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRONOMY TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
- ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
- THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
- CACTI SHALL BE PLANTED A MINIMUM OF 3'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
- CACTI SHALL BE WELL ROOTED AND NON-SCARRED.
- PLANT MATERIAL MARKED SALVAGE SHALL BE SELECTED FROM ON-SITE SALVAGE INVENTORY. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
- IN DISTURBED AREAS INDICATED TO RECEIVE REVEGETATION HYDROSEED AND/OR PLANTING, THE CONTRACTOR SHALL MATCH EXISTING NATURAL DESERT STONE GROUND COVER CONDITIONS ADJACENT TO THE PROJECT.
- NATIVE REVEGETATION AREAS AND PLANTER BEDS SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS, RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
- THE CONTRACTOR SHALL PROVIDE A 50'-4" BY 50'-4" TYPICAL MOCK-UP OF NATIVE REVEGETATION AREAS FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
- ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.

INERT GENERAL NOTES:

ANGULAR GRANITE RIP-RAP

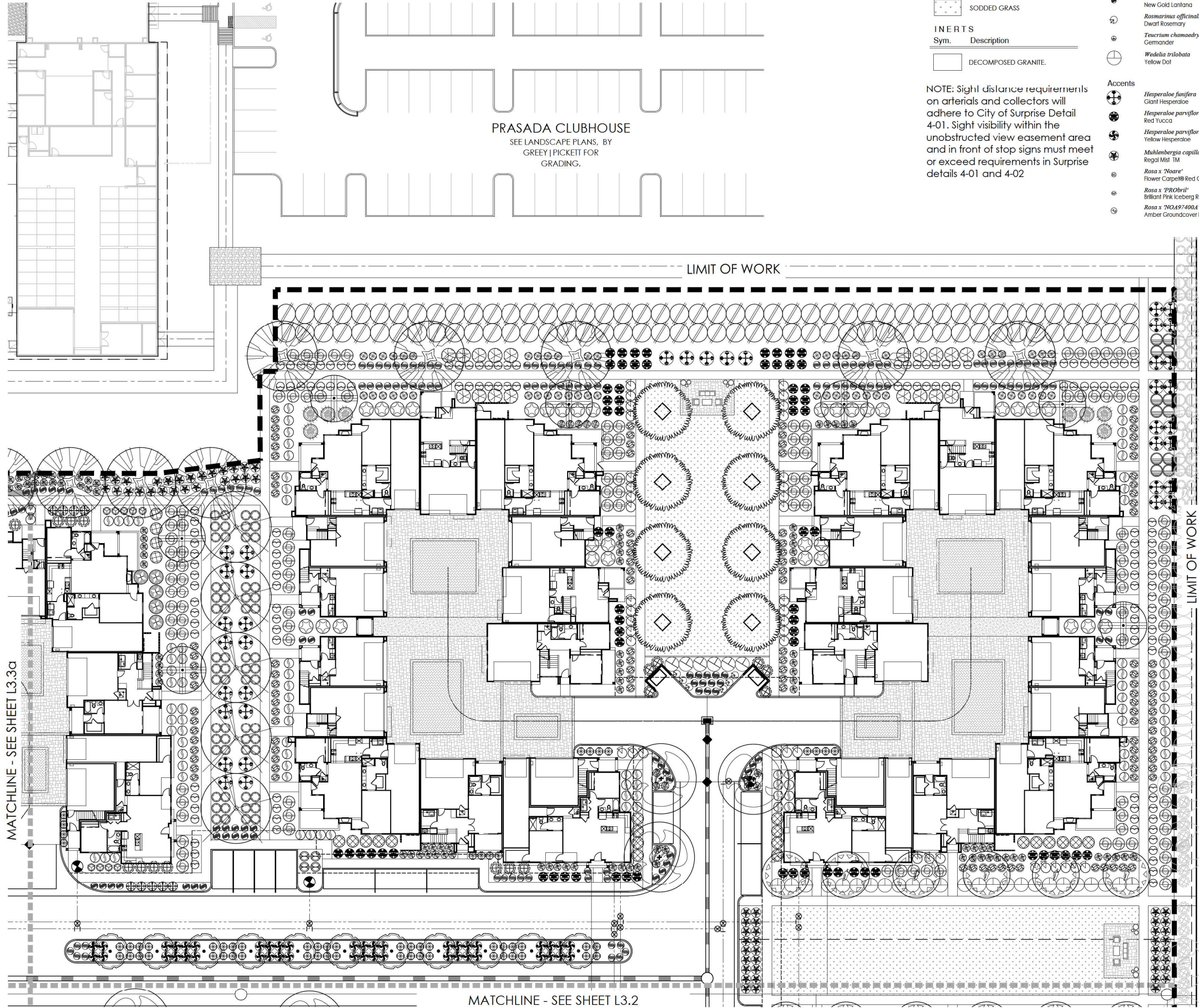
- INSTALL GRANITE RIP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS (TYPICAL). REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF GRANITE RIP-RAP.
- THE CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.

DECOMPOSED GRANITE

- DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS, EXCEPT AREAS OF TURF AND GRANITE RIP-RAP, AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND.
- ALL PLANTING AREAS SHALL RECEIVE A 2" MINIMUM LAYER OF DECOMPOSED GRANITE, THROUGHOUT (TYPICAL).
- CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

IRRIGATION GENERAL NOTES:

- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULL IRRIGATION COVERAGE OF ALL PLANT MATERIAL.
- THE LANDSCAPE CONTRACTOR SHALL SUMMIT FULL PIPING PLANS, AFTER FIELD VERIFICATION, DEPICTING POINT OF CONNECTION, METER LOCATION AND SIZE, BACKFLOW PREVENTER LOCATION AND SIZE, AND PIPE ROUTING AND SIZES.
- THE LANDSCAPE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE ATTACHED SCHEDULES, NOTES, DETAILS, AND SPECIFICATIONS.
- THE LANDSCAPE CONTRACTOR TO SITE VERIFY PRESSURE AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCES PRIOR TO INSTALLATION OR ORDERING OF MATERIALS. IF CONTRACTOR FAILS TO NOTIFY LANDSCAPE ARCHITECT, HE IS FINANCIALLY RESPONSIBLE FOR ANY NECESSARY SYSTEM ALTERATIONS THAT RESULT.
- THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY EXISTING TAP LOCATIONS. INSTALL NEW METERS PER THE ATTACHED IRRIGATION SCHEDULE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ASPHALT AND CONCRETE AS REQUIRED FOR SLEEVE INSTALLATION ACCORDING TO THE IRRIGATION SCHEDULE.
- CONTROLLER TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS. CONTROLLER SIZE AND QUANTITIES TO BE DETERMINED BY THE VALVE REQUIREMENTS AND POINTS OF CONNECTION. INSTALL ONE (1) CONTROLLER AT EACH POINT OF CONNECTION.
- INSTALL PVC MAINLINE AND LATERALS ACCORDING TO THE IRRIGATION AND PIPING SCHEDULES.
- ALL VALVE FLOWS SHALL NOT EXCEED MANUFACTURER'S SPECIFICATIONS.
- VALVE BOXES SHALL BE SQUARE TO ADJACENT WALKS OR CURBS AND FLUSH WITH THE FINAL GRADE.
- WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
- THE LANDSCAPE CONTRACTOR SHALL INSTALL GREEN VALVE BOXES IN TURF AREAS AND TAN VALVE BOXES IN DECOMPOSED GRANITE AREAS (TYPICAL).
- REFER TO THE IRRIGATION NOTES FOR THE CALCULATED PRESSURE AT THE WATER METER. REFER TO NOTE #4 IF PRESSURE DIFFERS FROM THAT NOTED.
- THE LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING ON PROJECT TO VERIFY INSTALLATION CONDITIONS.
- PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL CONTACT BLUE STAKE TO VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY HIS WORK, AND HE SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF HIS IRRIGATION INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER AND/OR THE OWNER'S REPRESENTATIVE FOR ANY DESIGN CHANGES MADE AS A RESULT OF DEVIATION BY THE CONTRACTOR FROM THE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY MATERIAL, OR FAULTY WORKMANSHIP.
- INSTALL ALL MAIN LINES WITH A MINIMUM OF 20' OF COVER.
- INSTALL ALL LATERALS WITH A MINIMUM OF 12' OF COVER.
- ALL PIPE TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND ASTM STANDARD D 2274.
- ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS ONLY.
- FLUSHING OF ALL LINES PRIOR TO INSTALLATION OF SPRINKLERS AND EMITTERS IS REQUIRED.
- INSTALL ALL SPRINKLERS, EMITTERS, AND RELATED MATERIAL PER IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS.
- INSTALL ALL ELECTRICAL JOINTS WITH 3-M WATERPROOF CONNECTORS.
- INSTALL ALL ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES, CONTROLLER ENCLOSURES AND VALVE BOXES SPECIFICALLY FOR ELECTRICAL CONNECTIONS.
- A CERTIFIED ELECTRICIAN SHALL BE RESPONSIBLE FOR INSTALLING ALL WIRING FROM THE CIRCUIT BREAKER AT THE 120 VOLT SOURCE LOCATION TO AUTOMATIC CONTROLLER.
- ALL 120 VOLT VOLT POWER WIRE TO BE INSTALLED PER LOCAL CODE AND THE N.E.C.
- INSTALL ALL VALVE WIRING IN MAINLINE TRENCH AS DETAILLED.
- INSTALL ALL REMOTE CONTROL VALVES AT HEIGHT INDICATED ON DETAILS, AS HIGH AS POSSIBLE BUT ALLOWING CLEARANCE BETWEEN VALVE BOX LID AND FLOW CONTROL HANDLE ON REMOTE CONTROL VALVE.
- INSTALL ALL MAINLINE GATE VALVES IN A ROUND PLASTIC VALVE BOX PER DETAILS.
- ALL PVC SOLVENT WELD FITTINGS SHALL BE LASCO OR APPROVED EQUAL.
- THE MAINLINE, LATERAL PIPE, AND VALVES ARE SHOWN SCHEMATICALLY AND SHALL BE INSTALLED WITHIN THE LANDSCAPE AREA, OUTSIDE R.O.W. AND P.U.E., ADJACENT TO SIDEWALK OR CURB AND OFFSET 18" WHEREVER POSSIBLE.
- SUPPLY THE FOLLOWING MATERIAL TO THE OWNER:
A) TWO WRENCHES FOR DISASSEMBLY AND ADJUSTING OF EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.
B) TWO KEYS FOR EACH OF THE CONTROLLERS.
C) TWO COUPLERS WITH MATCHING HOSE BIBS AND SHUT-OFF VALVE.
D) TWO VALVE BOX KEYS.
- ALL MAINLINE FITTINGS FOR PIPE 3" AND LARGER SHALL BE CAST OR DUCTILE IRON FOR PVC; SCHEDULE 80 PVC FOR 2 1/2" AND SMALLER.
- ALL MAINLINE PIPE SHALL BE A MINIMUM OF SCHEDULE 40.
- SLEEVES SHALL BE A MINIMUM OF TWO TIMES THE DIAMETER OF THE LINE SIZE.
- ALL MAINLINE AND IRRIGATION EQUIPMENT SHALL BE PLACED IN THE LANDSCAPED AREAS.
- CONTROLLER WIRES THAT ARE DIRECT BURIED SHALL BE #14 OR BETTER, BUNDLED OR WRAPPED A MINIMUM OF EVERY TWELVE (12) FEET. DURING INSTALLATION WIRES SHALL HAVE A 24" LOOP TIED IN. ALL DIRECTION CHANGES GREATER THAN 30 DEGREES AND BE UNIED PRIOR TO TRENCHING. THE RIGHT-OF-WAY SHALL BE APPROVED BY THE COMMUNITY DEVELOPMENT PLANNING DIVISION.
- UTILITY BOXES, METERS, VAULTS, ETC. ARE TO BE LOCATED IN THE RIGHT-OF-WAY OR UTILITY EASEMENT ALONG THE SIDES OF THE ROADS AND NEVER IN THE MEDIAN.
- HOWEVER, IRRIGATION VALVE BOXES MAY BE LOCATED IN THE MEDIAN PLANTING AREA DEVELOPERS SHALL USE ONLY IRRIGATION EQUIPMENT THAT IS COMPATIBLE WITH THE EXISTING EQUIPMENT. THE DEVELOPER SHALL REFER TO THE CITY OF SURPRISE FOR THE APPROVED LIST OF EQUIPMENT. EQUIPMENT MANUFACTURED BY HUNTER, HOWEVER, IRRIGATION VALVE BOXES MAY BE LOCATED IN THE MEDIAN PLANTING AREA DEVELOPERS SHALL USE ONLY IRRIGATION EQUIPMENT THAT IS COMPATIBLE WITH THE EXISTING EQUIPMENT. THE DEVELOPER SHALL REFER TO THE CITY OF SURPRISE FOR THE APPROVED LIST OF EQUIPMENT. EQUIPMENT MANUFACTURED BY HUNTER, HOWEVER, IRRIGATION VALVE BOXES MAY BE LOCATED IN THE MEDIAN PLANTING AREA DEVELOPERS SHALL USE ONLY IRRIGATION EQUIPMENT THAT IS COMPATIBLE WITH THE EXISTING EQUIPMENT. THE DEVELOPER SHALL REFER TO THE CITY OF SURPRISE FOR THE APPROVED LIST OF EQUIPMENT. 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PRASADA CLUBHOUSE
SEE LANDSCAPE PLANS, BY
GREEY | PICKETT FOR
GRADING.

LIMIT OF WORK

LIMIT OF WORK

INTERNAL ROAD
SEE LANDSCAPE PLANS, BY
GREEY | PICKETT.

MASS PLANTING

SODDED GRASS

INERTS

Sym. Description

DECOMPOSED GRANITE

NOTE: Sight distance requirements on arterials and collectors will adhere to City of 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 details 4-01 and 4-02

	<i>Lantana 'New Gold'</i> New Gold Lantana	1 gal.	1046
	<i>Rosmarinus officinalis 'Prostratus'</i> Dwarf Rosemary	1 gal.	482
	<i>Teucrium chamaedrys</i> Germander	1 gal.	136
	<i>Wedelia trilobata</i> Yellow Dot	1 gal.	241
	<i>Hesperaloe parviflora</i> Red Yucca	5 gal.	222
	<i>Hesperaloe parviflora - red</i> Red Yucca	5 gal.	422
	<i>Hesperaloe parviflora - yellow</i> Yellow Yucca	5 gal.	182
	<i>Muhlenbergia capillaris 'Regal Mist'</i> Regal Mist TM	5 gal.	402
	<i>Rosa x 'Noare'</i> Flower Carpet® Red Groundcover Rose	5 gal.	24
	<i>Rosa x 'PRObril'</i> Brilliant Pink Iceberg Rose	5 gal.	22
	<i>Rosa x 'NOA97400A'</i> Amber Groundcover Rose	5 gal.	32

Accents

	<i>Hesperaloe parviflora</i> Giant Hesperaloe	5 gal.	222
	<i>Hesperaloe parviflora - red</i> Red Yucca	5 gal.	422
	<i>Hesperaloe parviflora - yellow</i> Yellow Yucca	5 gal.	182
	<i>Muhlenbergia capillaris 'Regal Mist'</i> Regal Mist TM	5 gal.	402
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	<i>Rosa x 'NOA97400A'</i> Amber Groundcover Rose	5 gal.	32

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty
Trees			
	<i>Chilopsis linearis</i> Desert Willow	36" Box	28
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	18
	<i>Fraxinus oxycarpa 'Raywood'</i> Raywood Ash	36" Box	64
	<i>Olea europaea 'Svan Hill'</i> Swan Hill Olive	36" Box	85
	<i>Pistacia x 'Red Push'</i> Red Push Pistache	36" Box	42
	<i>Pyrus calleryana</i> Bradford Pear	48" Box	12
	<i>Quercus virginiana</i> Southern Live Oak	36" Box	9
	<i>Schinus terebinthifolius</i> Brazilian Pepper Tree	48" Box	42
	<i>Tipuna tipu</i> Tipu Tree	36" Box	60
	<i>Vitex agnus-castus</i> Chaste Tree	36" Box	54
	<i>Ulmus parvifolia 'True Green'</i> True Green Elm	36" Box	31
	<i>Thevetia peruviana</i> Yellow Oleander	36" Box	39

Shrubs

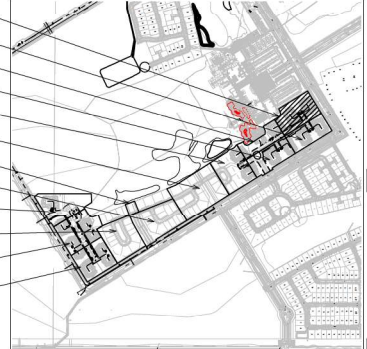
	<i>Bougainvillea 'Rosenka'</i> Bougainvillea	5 gal.	12
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	175
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.	81
	<i>Callistemon viminalis 'Little John'</i> Bottlebrush	5 gal.	715
	<i>Convolvulus cneorum</i> Bush Morning Glory	5 gal.	356
	<i>Cordia parvifolia</i> Little Leaf Cordia	5 gal.	15
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	325
	<i>Eremophila maculata 'Valentine'</i> Valentine Shrub	5 gal.	285
	<i>Eremophila hygrophana 'Blue Bells'</i> Blue Bells Eremophila	5 gal.	733
	<i>Euryops pectinatus 'Vivid'</i> Euryops Daisy	5 gal.	827
	<i>Justicia californica 'Yellow'</i> Yellow Chuparosa	5 gal.	66
	<i>Justicia californica</i> Chuparosa	5 gal.	152
	<i>Justicia spicigera</i> Mexican Honeysuckle	5 gal.	318
	<i>Leucophyllum candidum 'Thunder Cloud'</i> Thunder Cloud Sage	5 gal.	210
	<i>Leucophyllum langmaniae 'Lynn's Legacy'</i> Lynn's Legacy Sage	5 gal.	463
	<i>Myrtus communis 'Compacta'</i> Compact Myrtle	5 gal.	348
	<i>Nerium oleander 'Pettie Pink'</i> Pettie Pink Oleander	5 gal.	307
	<i>Nolana microcarpa</i> Bear Grass	5 gal.	156
	<i>Ruellia brittoniana</i> Ruellia	5 gal.	949
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	717
	<i>Salvia clevelandii</i> Chaparral Sage	5 gal.	28
	<i>Salvia greggii</i> Autumn Sage	5 gal.	498
	<i>Tecoma alata 'Orange Jubilee'</i> Orange Jubilee	5 gal.	35
	<i>Tecoma stans</i> Yellow Bells	5 gal.	32

Groundcovers

	<i>Eremophila glabra</i> Mingnew Gold	5 gal.	133
	<i>Lantana camara 'Dallas Red'</i> Dallas Red Lantana	1 gal.	1073
	<i>Lantana montevidensis</i> Purple Trailing Lantana	1 gal.	883

KEY MAP

SCALE: NIS



GREY | PICKETT
landscape architecture community design
7144 e stetson drive, suite 205
scottsdale, arizona 85251
480.609.0009p 480.609.0009f



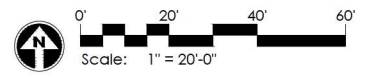
PRASADA
Parcel Q
SURPRISE, ARIZONA

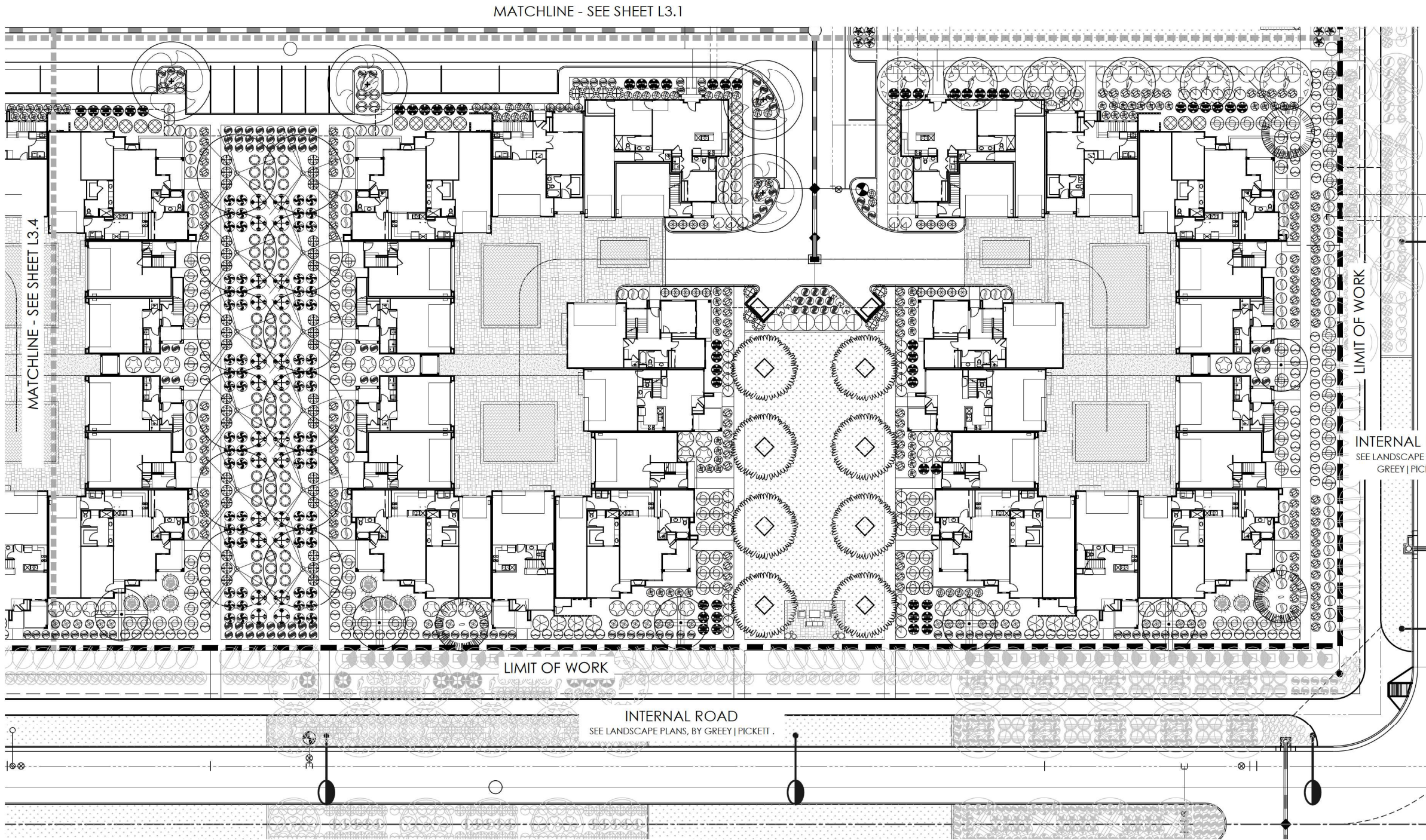
Toll Brothers
AMERICA'S LUXURY HOME BUILDER

project #:
TOL 122
scale:
1" = 20'-0"
issued for:
REVIEW
drawn by:
TEAM
date:
08.17.2020
drawing:
Planting Plan

sheet #
L3.1
02 of 14

PARCEL Q PLANTING PLAN - L3.1





MASS PLANTING

	SODDED GRASS
	DECOMPOSED GRANITE.

NOTE: Sight distance requirements on arterials and collectors will adhere to City of 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 details 4-01 and 4-02

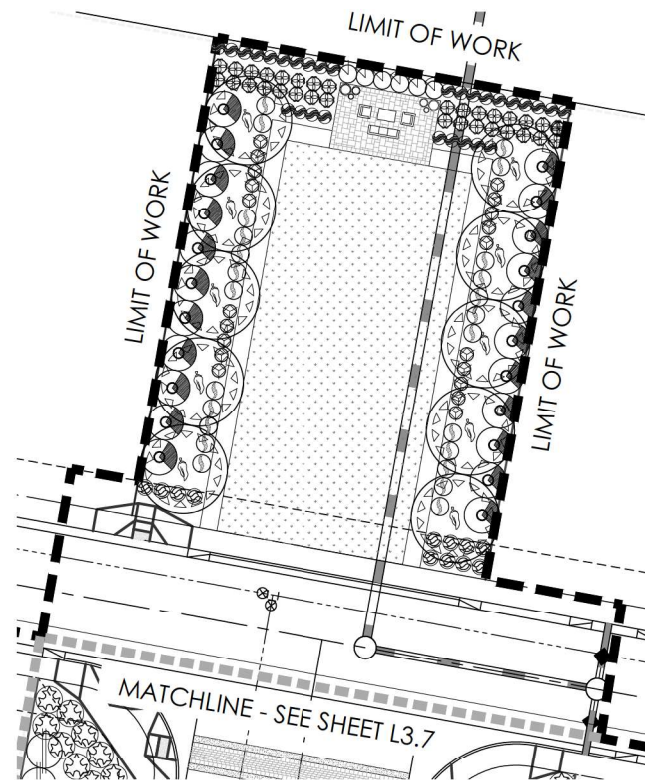
	<i>Lantana 'New Gold'</i> New Gold Lantana	1 gal.	1046
	<i>Rosmarinus officinalis 'Prostratus'</i> Dwarf Rosemary	1 gal.	482
	<i>Teucrium chamaedrys</i> Germander	1 gal.	136
	<i>Wedelia trilobata</i> Yellow Dot	1 gal.	241
Accents			
	<i>Hesperaloe funifera</i> Giant Hesperaloe	5 gal.	222
	<i>Hesperaloe parviflora-red</i> Red Yucca	5 gal.	422
	<i>Hesperaloe parviflora-yellow</i> Yellow Hesperaloe	5 gal.	182
	<i>Muhlenbergia capillaris 'Regal Mist'</i> Regal Mist TM	5 gal.	402
	<i>Rosa x 'Noare'</i> Flower Carpet® Red Groundcover Rose	5 gal.	24
	<i>Rosa x 'PRObri'</i> Brilliant Pink Iceberg Rose	5 gal.	22
	<i>Rosa x 'NOA97400A'</i> Amber Groundcover Rose	5 gal.	32

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty
Trees			
	<i>Chilopsis linearis</i> Desert Willow	36" Box	28
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	18
	<i>Fraxinus oxycarpa 'Raywood'</i> Raywood Ash	36" Box	64
	<i>Olea europaea 'Swan Hill'</i> Swan Hill Olive	36" Box	85
	<i>Pistacia x 'Red Push'</i> Red Push Pistache	36" Box	42
	<i>Pyrus calleryana</i> Bradford Pear	48" Box	12
	<i>Quercus virginiana</i> Southern Live Oak	36" Box	9
	<i>Schinus molle</i> Brazilian Pepper Tree	48" Box	42
	<i>Tipuana tipu</i> Tipu Tree	36" Box	60
	<i>Vitex agnus-castus</i> Chaste Tree	36" Box	54
	<i>Ulmus parvifolia 'True Green'</i> True Green Elm	36" Box	31
	<i>Thevetia peruviana</i> Yellow Oleander	36" Box	39

Shrubs			
	<i>Bougainvillea 'Roseka'</i> Bougainvillea	5 gal.	12
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	175
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.	81
	<i>Callistemon viminalis 'Little John'</i> Bottlebrush	5 gal.	715
	<i>Convolvulus cneorum</i> Bush Morning Glory	5 gal.	356
	<i>Cordia parvifolia</i> Little Leaf Cordia	5 gal.	15
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	325
	<i>Eremophila maculata 'Valentine'</i> Valentine Shrub	5 gal.	285
	<i>Eremophila hydropapha 'Blue Bells'</i> Blue Bells Eremophila	5 gal.	733
	<i>Euryops pectinatus 'Vividis'</i> Euryops Daisy	5 gal.	827
	<i>Justicia californica 'Yellow'</i> Yellow Chuparosa	5 gal.	66
	<i>Justicia californica</i> Chuparosa	5 gal.	152
	<i>Justicia spicigera</i> Mexican Honeysuckle	5 gal.	318
	<i>Leucophyllum candidum 'Thunder Cloud'</i> Thunder Cloud Sage	5 gal.	210
	<i>Leucophyllum langmaniae 'Lynn's Legacy'</i> Lynn's Legacy Sage	5 gal.	463
	<i>Myrsine communis 'Compacta'</i> Compact Myrtle	5 gal.	348
	<i>Nerium oleander 'Pettie Pink'</i> Pettie Pink Oleander	5 gal.	307
	<i>Nolana microcarpa</i> Bear Grass	5 gal.	156
	<i>Ruellia brittoniana</i> Ruellia	5 gal.	949
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	717
	<i>Salvia clevelandii</i> Chaparral Sage	5 gal.	28
	<i>Salvia greggii</i> Autumn Sage	5 gal.	498
	<i>Tecoma alata 'Orange Jubilee'</i> Orange Jubilee	5 gal.	35
	<i>Tecoma stans</i> Yellow Bells	5 gal.	32
Groundcovers			
	<i>Eremophila glabra</i> Mingine Gold	5 gal.	133
	<i>Lantana camara 'Dallas Red'</i> Dallas Red Lantana	1 gal.	1073
	<i>Lantana montevidensis</i> Purple Trailing Lantana	1 gal.	883





PARCEL Q PLANTING PLAN - L3.3b

	<i>Lantana 'New Gold'</i> New Gold Lantana	1 gal.	1046
	<i>Rosmarinus officinalis 'Prostratus'</i> Dwarf Rosemary	1 gal.	482
	<i>Teucrium chamaedrys</i> Germander	1 gal.	136
	<i>Wedelia trilobata</i> Yellow Dot	1 gal.	241

Accents

	<i>Hesperaloe funifera</i> Giant Hesperaloe	5 gal.	222
	<i>Hesperaloe parviflora-red</i> Red Yucca	5 gal.	422
	<i>Hesperaloe parviflora-yellow</i> Yellow Hesperaloe	5 gal.	182
	<i>Muhlenbergia capillaris 'Regal Mist'</i> Regal Mist TM	5 gal.	402
	<i>Rosa x 'Noare'</i> Flower Carpet® Red Groundcover Rose	5 gal.	24
	<i>Rosa x 'PRObril'</i> Brilliant Pink Iceberg Rose	5 gal.	22
	<i>Rosa x 'NOA97400A'</i> Amber Groundcover Rose	5 gal.	32

MASS PLANTING

SODDED GRASS

INERTS

Sym. Description

DECOMPOSED GRANITE.

NOTE: Sight distance requirements on arterials and collectors will adhere to City of 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 details 4-01 and 4-02

PIANT	MATERIALS	IF	GFND	
Sym.	Plant Name	Size	Qty	

Trees

	<i>Chilopsis linearis</i> Desert Willow	36" Box	28
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	18
	<i>Fraxinus oxycarpa 'Raywood'</i> Raywood Ash	36" Box	64
	<i>Olea europaea 'Swan Hill'</i> Swan Hill Olive	36" Box	85
	<i>Pistacia x 'Red Push'</i> Red Push Pistache	36" Box	42
	<i>Pyrus calleryana</i> Bradford Pear	48" Box	12
	<i>Quercus virginiana</i> Southern Live Oak	36" Box	9
	<i>Schinus terebinthifolius</i> Brazilian Pepper Tree	48" Box	42
	<i>Tipuana tipu</i> Tipu Tree	36" Box	60
	<i>Vitex agnus-castus</i> Chaste Tree	36" Box	54
	<i>Chinus parvifolia 'True Green'</i> True Green Elm	36" Box	31
	<i>Thevetia peruviana</i> Yellow Oleander	36" Box	39

Shrubs

	<i>Bougainvillea 'Roseika'</i> Bougainvillea	5 gal.	12
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	175
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.	81
	<i>Callistemon viminalis 'Little John'</i> Bottlebrush	5 gal.	715
	<i>Convolvulus cneorum</i> Bush Morning Glory	5 gal.	356
	<i>Cordia parvifolia</i> Little Leaf Cordia	5 gal.	15
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	325
	<i>Eremophila maculata 'valentine'</i> Valentine Shrub	5 gal.	285
	<i>Eremophila hydropapha 'Blue Bells'</i> Blue Bells Eremophila	5 gal.	733
	<i>Euryops pectinatus 'Vividis'</i> Euryops Daisy	5 gal.	827
	<i>Justicia californica 'Yellow'</i> Yellow Chuparosa	5 gal.	66
	<i>Justicia californica</i> Chuparosa	5 gal.	152
	<i>Justicia spicigera</i> Mexican Honeysuckle	5 gal.	318
	<i>Leucosiphium cundatum 'Thunder Cloud'</i> Thunder Cloud Sage	5 gal.	210
	<i>Leucosiphium langmanianae 'Lynn's Legacy'</i> Lynn's Legacy Sage	5 gal.	463
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	<i>Nerium oleander 'Petite Pink'</i> Petite Pink Oleander	5 gal.	307
	<i>Nolina microcarpa</i> Bear Grass	5 gal.	156
	<i>Ruellia brittoniana</i> Ruellia	5 gal.	949
	<i>Ruscus aculeatus</i> Coral Fountain	5 gal.	717
	<i>Salvia clevelandii</i> Chaparral Sage	5 gal.	28
	<i>Salvia greggii</i> Autumn Sage	5 gal.	498
	<i>Tecoma alata 'Orange Jubilee'</i> Orange Jubilee	5 gal.	35
	<i>Tecoma stans</i> Yellow Bells	5 gal.	32

Groundcovers

	<i>Eremophila glabra</i> Mingnew Gold	5 gal.	133
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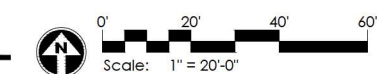
KEY MAP

SCALE: NTS

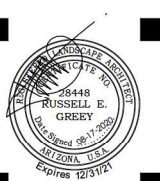


L3.1
L3.2
L3.3a
L3.4
L3.5
L3.6
L3.3b
L3.7
L3.11
L3.8
L3.10
L3.9

PARCEL Q PLANTING PLAN - L3.3a



GREEY PICKETT
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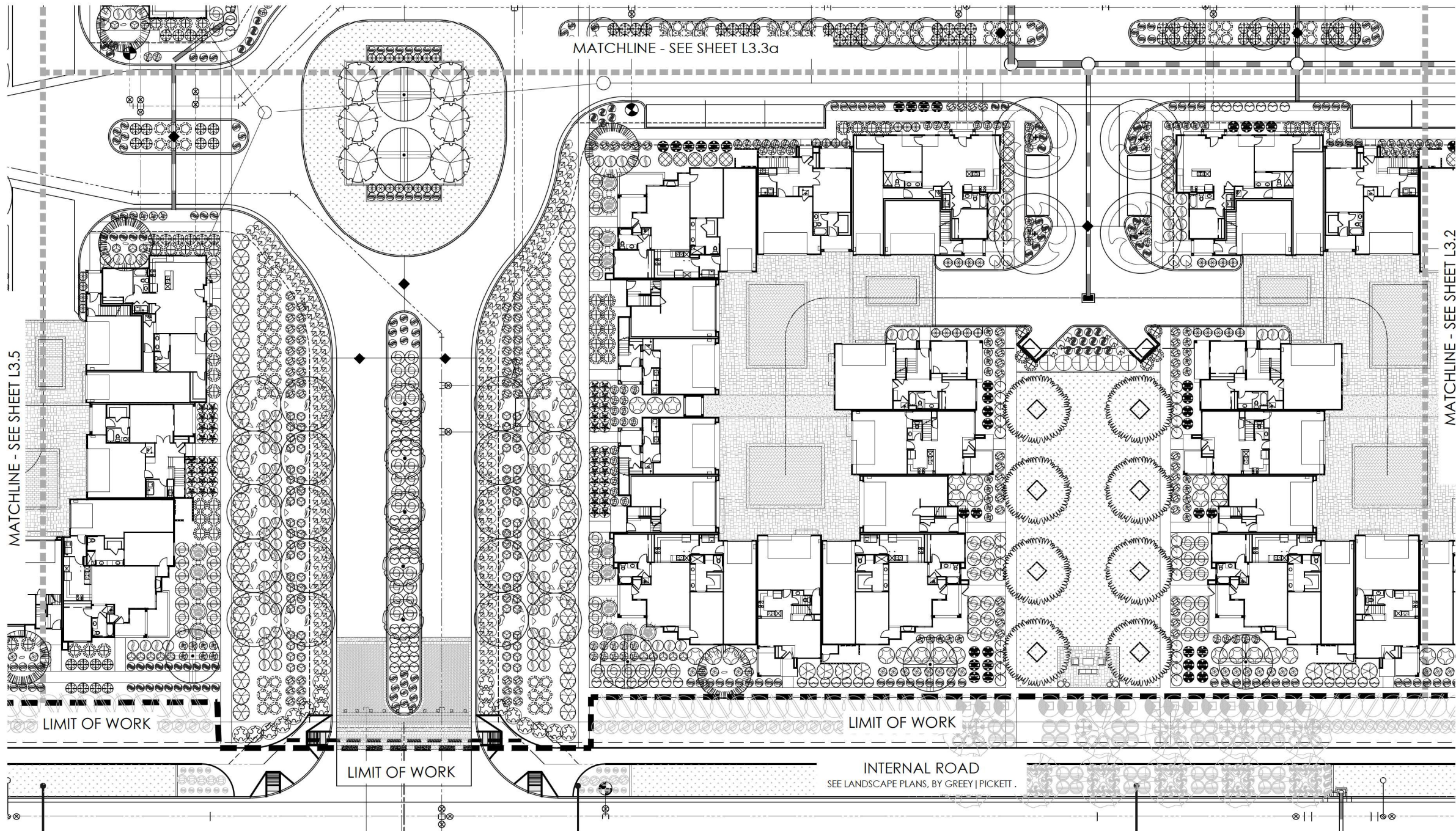
PRASADA
Parcel Q
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

revisions:

project #:
TOL 122
scale:
1" = 20'-0"
issued for:
REVIEW
drawn by:
TEAM
date:
08.17.2020
drawing:
Planting Plan

sheet #
L3.3
04 of 14



MASS PLANTING

SODDED GRASS

INERTS

Sym. Description

DECOMPOSED GRANITE

NOTE: Sight distance requirements on arterials and collectors will adhere to City of 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 details 4-01 and 4-02

	<i>Lantana montevidensis</i> Purple Trailing Lantana	1 gal.	883
	<i>Lantana 'New Gold'</i> New Gold Lantana	1 gal.	1046
	<i>Rosmarinus officinalis 'Prostratus'</i> Dwarf Rosemary	1 gal.	482
	<i>Teucrium chamaedrys</i> Germander	1 gal.	136
	<i>Wedelia trilobata</i> Yellow Dot	1 gal.	241
Accents			
	<i>Hesperaloe parviflora</i> Giant Hesperaloe	5 gal.	222
	<i>Hesperaloe parviflora-red</i> Red Yucca	5 gal.	422
	<i>Hesperaloe parviflora-yellow</i> Yellow Hesperaloe	5 gal.	182
	<i>Muhlenbergia capillaris</i> 'Regal Mist' Regal Mist TM	5 gal.	402
	<i>Rosa x 'Noare'</i> Flower Carpet® Red Groundcover Rose	5 Gal.	24
	<i>Rosa x 'PRObrill'</i> Brilliant Pink Iceberg Rose	5 Gal.	22
	<i>Rosa x 'NOA9/400A'</i> Amber Groundcover Rose	5 gal.	32

PLANT MATERIALS LEGEND

Sym. Plant Name Size Qty

Trees

	<i>Chilopsis linearis</i> Desert Willow	36" Box	28
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	18
	<i>Fraxinus oxycarpa 'Raywood'</i> Raywood Ash	36" Box	64
	<i>Olea europaea 'Swan Hill'</i> Swan Hill Olive	36" Box	85
	<i>Pistacia x 'Red Push'</i> Red Push Pistache	36" Box	42
	<i>Pyrus calleryana</i> Bradford Pear	48" Box	12
	<i>Quercus virginiana</i> Southern Live Oak	36" Box	9
	<i>Schinus terebinthifolius</i> Brazilian Pepper Tree	48" Box	42
	<i>Tipuana tipu</i> Tipu Tree	36" Box	60
	<i>Vitex agnus-castus</i> Chaste Tree	36" Box	54
	<i>Ulmus parvifolia 'True Green'</i> True Green Elm	36" Box	31
	<i>Thevetia peruviana</i> Yellow Oleander	36" Box	39

Shrubs

	<i>Bougainvillea 'Rosenka'</i> Bougainvillea	5 gal.	12
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	175
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.	81
	<i>Callistemon viminalis 'Little John'</i> Bottlebrush	5 gal.	715
	<i>Convolvulus cneorum</i> Bush Morning Glory	5 gal.	356
	<i>Cordia parvifolia</i> Little Leaf Cordia	5 gal.	15
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	325
	<i>Eremophila maculata 'Valentine'</i> Valentine Shrub	5 gal.	285
	<i>Eremophila hygrophana 'Blue Bells'</i> Blue Bells Eremophila	5 gal.	733
	<i>Euryops pectinatus 'Viridis'</i> Euryops Daisy	5 gal.	827
	<i>Justicia californica 'Yellow'</i> Yellow Chuparosa	5 gal.	66
	<i>Justicia californica</i> Chuparosa	5 gal.	152
	<i>Justicia spicigera</i> Mexican Honeysuckle	5 gal.	318
	<i>Leucophyllum candidum 'Thunder Cloud'</i> Thunder Cloud Sage	5 gal.	210
	<i>Leucophyllum longimaniae 'Lynn's Legacy'</i> Lynn's Legacy Sage	5 gal.	463
	<i>Myrtus communis 'Compacta'</i> Compact Myrtle	5 gal.	348
	<i>Nerium oleander 'Petite Pink'</i> Petite Pink Oleander	5 gal.	307
	<i>Nolina microcarpa</i> Bear Grass	5 gal.	156
	<i>Ruellia brittoniana</i> Ruellia	5 gal.	949
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	717
	<i>Salvia clevelandii</i> Chaparral Sage	5 gal.	28
	<i>Salvia greggii</i> Autumn Sage	5 gal.	498
	<i>Tecoma alata 'Orange Jubilee'</i> Orange Jubilee	5 gal.	35
	<i>Tecoma stans</i> Yellow bells	5 gal.	32

Groundcovers

	<i>Eremophila glabra</i> Mingnew Gold	5 gal.	133
	<i>Lantana canara 'Dallas Red'</i> Dallas Red Lantana	1 gal.	1073

KEY MAP

SCALE: NTS



GREEY PICKETT
landscape architecture community design
7144 e stetson drive, suite 205
scottsdale, arizona 85251
480.609.0009p 480.609.0009f



PRASADA
Parcel Q
SURPRISE, ARIZONA

Toll Brothers
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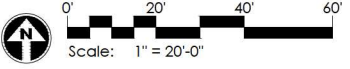
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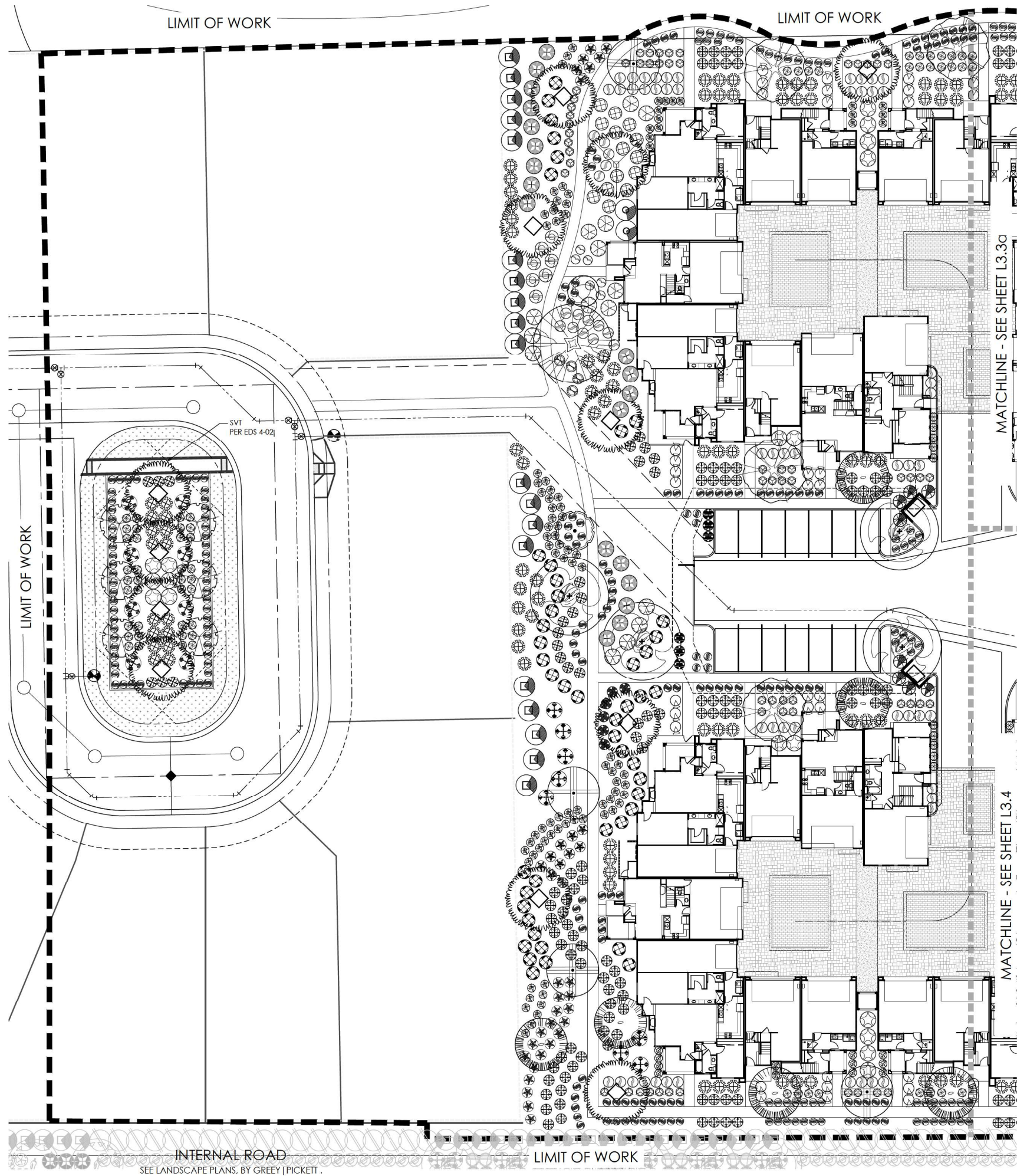
L3.4

05 of 14

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PARCEL Q PLANTING PLAN - L3.4





PARCEL Q PLANTING PLAN - L3.5

Plants			
	<i>Lantana montevidensis</i> Purple Trailing Lantana	1 gal.	883
	<i>Lantana 'New Gold'</i> New Gold Lantana	1 gal.	1046
	<i>Rosmarinus officinalis 'Prostratus'</i> Dwarf Rosemary	1 gal.	482
	<i>Teucrium chamaedrys</i> Germander	1 gal.	136
	<i>Wedelia trilobata</i> Yellow Dot	1 gal.	241
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	<i>Hesperaloe parviflora-yellow</i> Yellow Hesperaloe	5 gal.	182
	<i>Muhlenbergia capillaris</i> 'Regal Mist' Regal Mist TM	5 gal.	402
	<i>Rosa x 'Noare'</i> Flower Carpet® Red Groundcover Rose	5 Gal.	24
	<i>Rosa x 'PRObrit'</i> Brilliant Pink Iceberg Rose	5 Gal.	22
	<i>Rosa x 'NOA97400A'</i> Amber Groundcover Rose	5 gal.	32

MASS PLANTING

	SODDED GRASS
INERTS	
Sym.	Description
	DECOMPOSED GRANITE.

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PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty
Trees			
	<i>Chilopsis linearis</i> Desert Willow	36" Box	28
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	18
	<i>Fraxinus oxycarpa 'Raywood'</i> Raywood Ash	36" Box	64
	<i>Olea europaea 'Swan Hill'</i> Swan Hill Olive	36" Box	85
	<i>Pistacia x 'Red Push'</i> Red Push Pistache	36" Box	42
	<i>Pyrus calleryana</i> Bradford Pear	48" Box	12
	<i>Quercus virginiana</i> Southern Live Oak	36" Box	9
	<i>Schinus terebinthifolius</i> Brazilian Pepper Tree	48" Box	42
	<i>Tipuana tipu</i> Tipu Tree	36" Box	60
	<i>Vitex agnus-castus</i> Chaste Tree	36" Box	54
	<i>Ulmus parvifolia 'True Green'</i> True Green Elm	36" Box	31
	<i>Thevetia peruviana</i> Yellow Oleander	36" Box	39

Shrubs

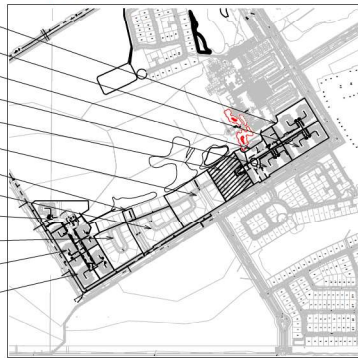
	<i>Bougainvillea 'Rosenka'</i> Bougainvillea	5 gal.	12
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	175
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.	81
	<i>Callistemon viminalis 'Little John'</i> Bottlebrush	5 gal.	715
	<i>Convolvulus cneorum</i> Bush Morning Glory	5 gal.	356
	<i>Cordia parvifolia</i> Little Leaf Cordia	5 gal.	15
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	325
	<i>Eremophila maculata 'Valentine'</i> Valentine Shrub	5 gal.	285
	<i>Eremophila hygrophana 'Blue Bells'</i> Blue Bells Eremophila	5 gal.	733
	<i>Euryops pectinatus 'Vridis'</i> Euryops Daisy	5 gal.	827
	<i>Justicia californica 'Yellow'</i> Yellow Chuparosa	5 gal.	66
	<i>Justicia californica</i> Chuparosa	5 gal.	152
	<i>Justicia spicigera</i> Mexican Honeysuckle	5 gal.	318
	<i>Leucophyllum candidum 'Thunder Cloud'</i> Thunder Cloud Sage	5 gal.	210
	<i>Leucophyllum langmaniae 'Lynn's Legacy'</i> Lynn's Legacy Sage	5 gal.	463
	<i>Myrtus communis 'Compacta'</i> Compact Myrtle	5 gal.	348
	<i>Nerium oleander 'Petite Pink'</i> Petite Pink Oleander	5 gal.	307
	<i>Nolina microcarpa</i> Bear Grass	5 gal.	156
	<i>Ruellia brittoniana</i> Ruellia	5 gal.	949
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	717
	<i>Salvia clevelandii</i> Chaparral Sage	5 gal.	28
	<i>Salvia greggii</i> Autumn Sage	5 gal.	498
	<i>Tecoma alata 'Orange Jubilee'</i> Orange Jubilee	5 gal.	35
	<i>Tecoma stans</i> Yellow Bells	5 gal.	32

Groundcovers

	<i>Eremophila glabra</i> Mingnew Gold	5 gal.	133
	<i>Lantana camara 'Dallas Red'</i> Dallas Red Lantana	1 gal.	1073

KEY MAP

SCALE: NIS



L3.1
L3.2
L3.3a
L3.4
L3.5
L3.6
L3.3b
L3.7
L3.11
L3.8
L3.10
L3.9

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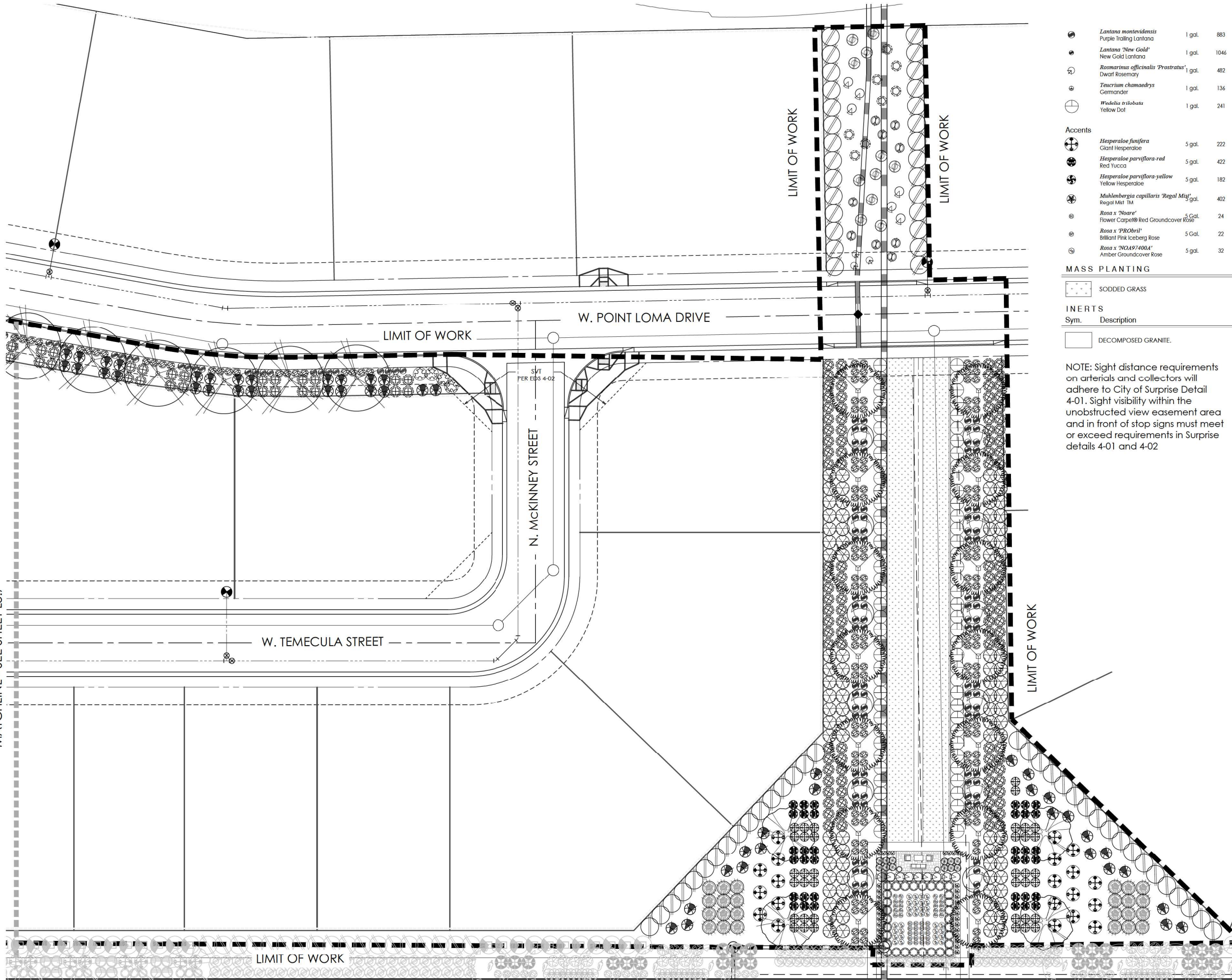
Toll Brothers
AMERICA'S LUXURY HOME BUILDER

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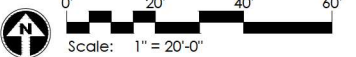
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MATCHLINE - SEE SHEET L3.7



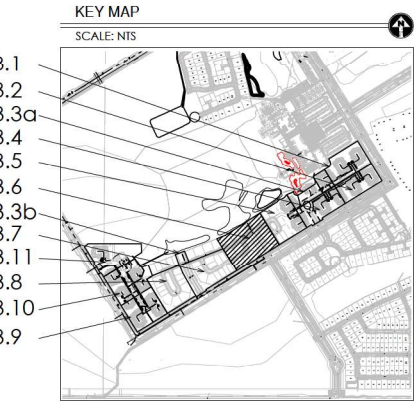
PARCEL Q PLANTING PLAN - L3.6



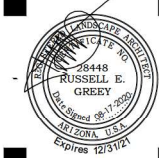
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Trees			
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	SODDED GRASS		
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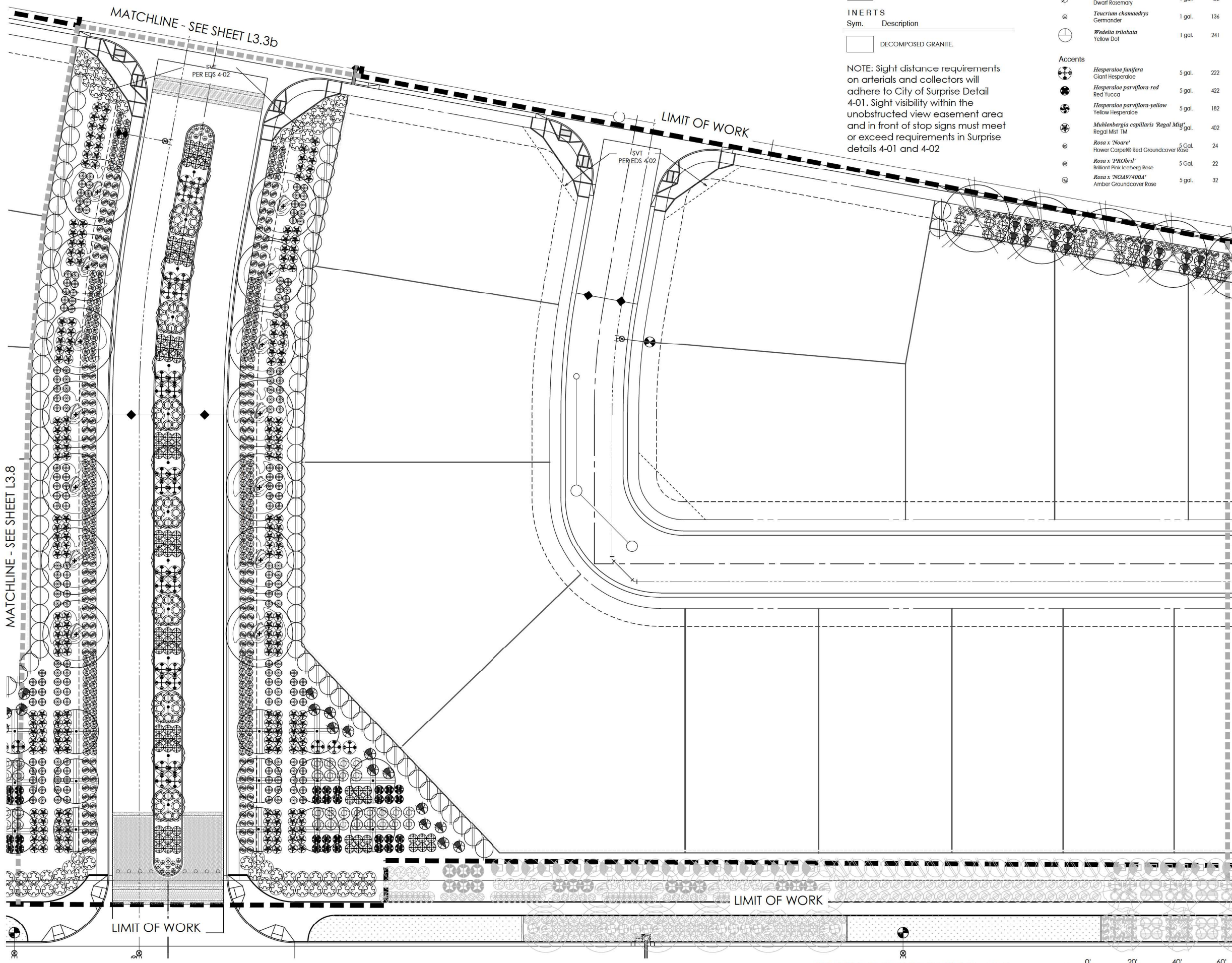


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MASS PLANTING

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Shrubs

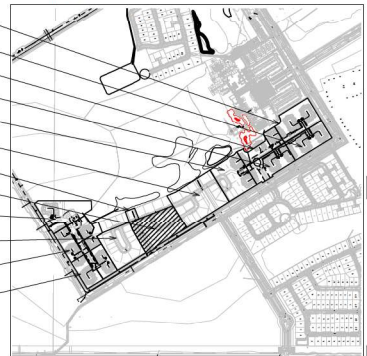
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Groundcovers

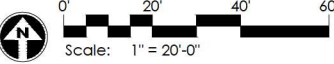
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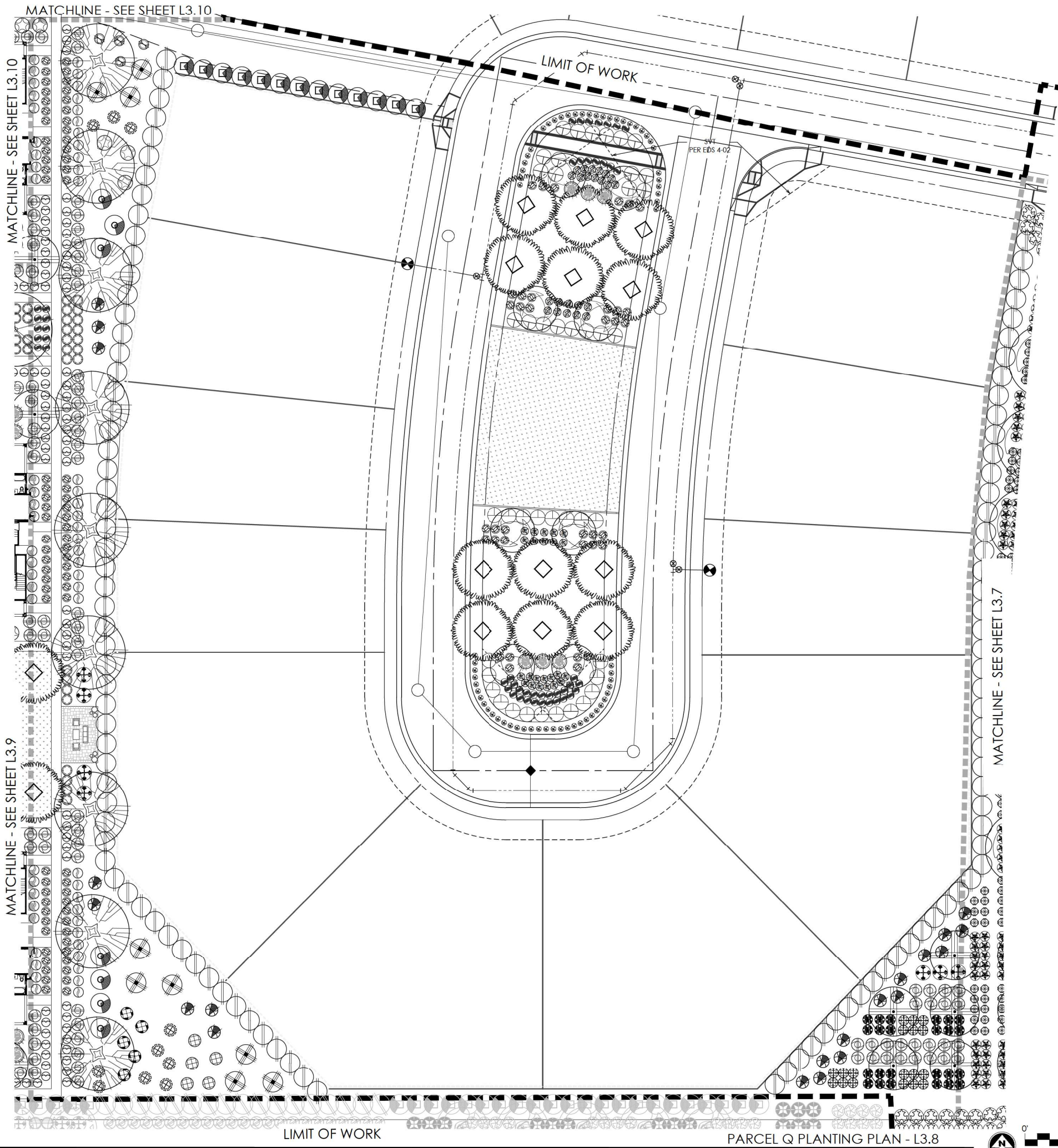


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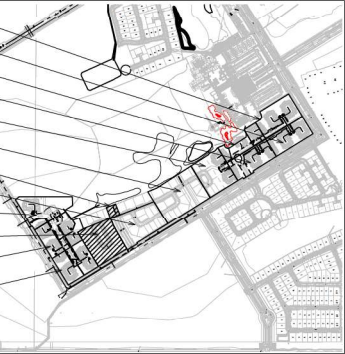
PLANT MATERIALS LEGEND			
Sym.	Plant Name	Size	Qty
Trees			
	<i>Chilopsis linearis</i> Desert Willow	36" Box	28
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	18
	<i>Fraxinus oxycarpa 'Raywood'</i> Raywood Ash	36" Box	64
	<i>Olea europaea 'Swan Hill'</i> Swan Hill Olive	36" Box	85
	<i>Pistacia x 'Red Push'</i> Red Push Pistache	36" Box	42
	<i>Pyrus calleryana</i> Bradford Pear	48" Box	12
	<i>Quercus virginiana</i> Southern Live Oak	36" Box	9
	<i>Schinus terebinthifolius</i> Brazilian Pepper Tree	48" Box	42
	<i>Tipuana tipu</i> Tipu Tree	36" Box	60
	<i>Vitex agnus-castus</i> Chaste Tree	36" Box	54
	<i>Ulmus parvifolia 'True Green'</i> True Green Elm	36" Box	31
	<i>Thevetia peruviana</i> Yellow Oleander	36" Box	39

Shrubs			
	<i>Bougainvillea 'Rosenka'</i> Bougainvillea	5 gal.	12
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	175
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.	81
	<i>Callistemon viminalis 'Little John'</i> Bottlebrush	5 gal.	715
	<i>Convolvulus cneorum</i> Bush Morning Glory	5 gal.	356
	<i>Cordia parvifolia</i> Little Leaf Cordia	5 gal.	15
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	325
	<i>Eremophila maculata 'Valentine'</i> Valentine Shrub	5 gal.	285
	<i>Eremophila hygrophana 'Blue Bells'</i> Blue Bells Eremophila	5 gal.	733
	<i>Euryops pectinatus 'Viridis'</i> Euryops Daisy	5 gal.	827
	<i>Justicia californica 'Yellow'</i> Yellow Chuparosa	5 gal.	66
	<i>Justicia californica</i> Chuparosa	5 gal.	152
	<i>Justicia spicigera</i> Mexican Honeysuckle	5 gal.	318
	<i>Leucophyllum candidum 'Thunder Cloud'</i> Thunder Cloud Sage	5 gal.	210
	<i>Leucophyllum langamantae 'Lynn's Legacy'</i> Lynn's Legacy Sage	5 gal.	463
	<i>Myrtus communis 'Compacta'</i> Compact Myrtle	5 gal.	348
	<i>Nerium oleander 'Pettie Pink'</i> Pettie Pink Oleander	5 gal.	307
	<i>Nolina microcarpa</i> Bear Grass	5 gal.	156
	<i>Ruellia brittoniana</i> Ruellia	5 gal.	949
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	717
	<i>Salvia clevelandii</i> Chaparral Sage	5 gal.	28
	<i>Salvia greggii</i> Autumn Sage	5 gal.	498
	<i>Tecoma alata 'Orange Jubilee'</i> Orange Jubilee	5 gal.	35
	<i>Tecoma stans</i> Yellow Bells	5 gal.	32

Groundcovers			
	<i>Eremophila glabra</i> Mingnew Gold	5 gal.	133
	<i>Lantana camara 'Dallas Red'</i> Dallas Red Lantana	1 gal.	1073

KEY MAP

SCALE: NIS



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480.609.0009p 480.609.0009f

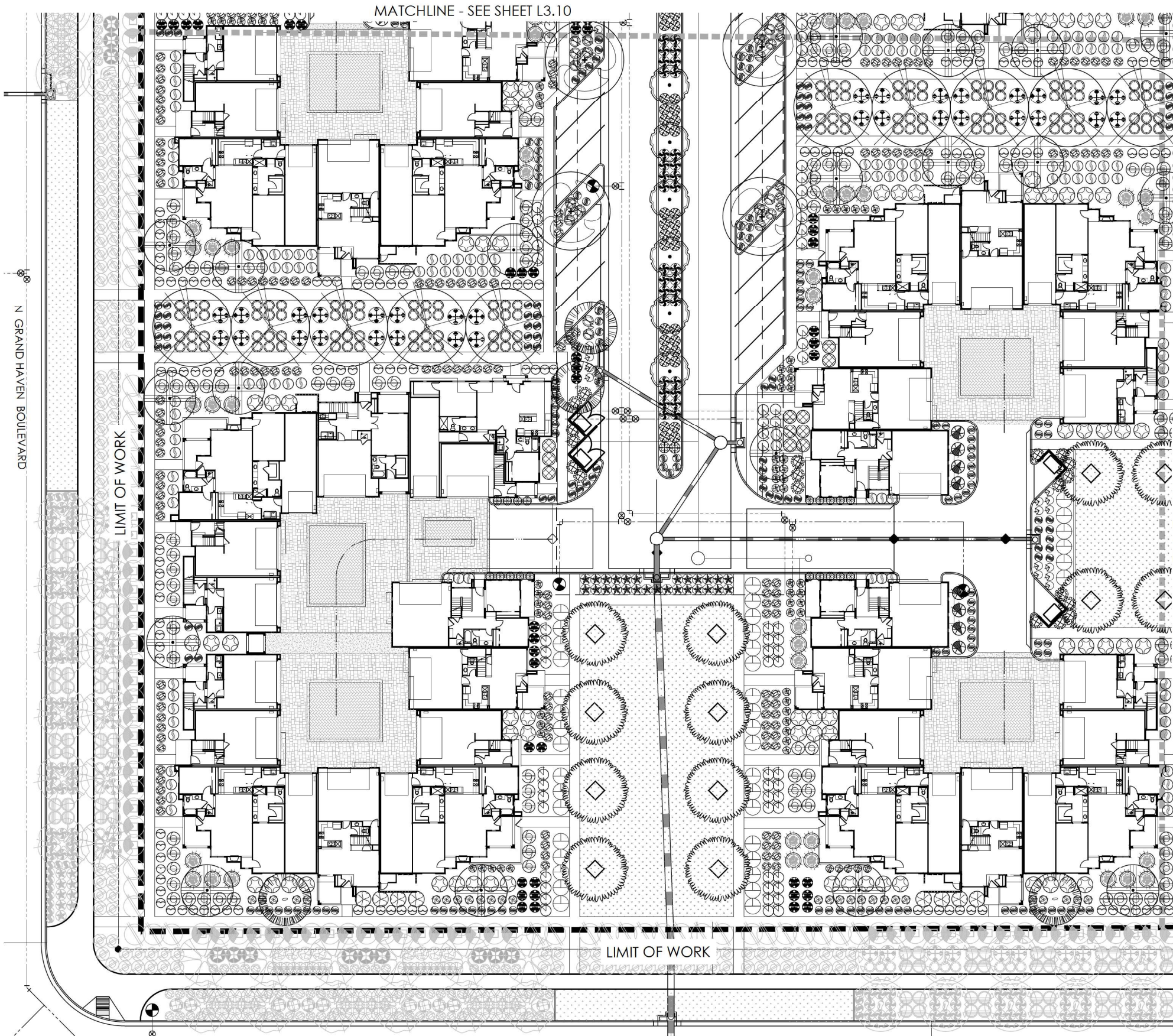


PRASADA
Parcel Q
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

project #:
TOL 122
scale:
1" = 20'-0"
issued for:
REVIEW
drawn by:
TEAM
date:
08.17.2020
drawing:
Planting Plan

sheet #
L3.8
09 of 14



PLANT MATERIALS LEGEND			
Sym.	Plant Name	Size	Qty
Trees			
	<i>Lantana montevidensis</i> Purple Trailing Lantana	1 gal.	883
	<i>Lantana 'New Gold'</i> New Gold Lantana	1 gal.	1046
	<i>Rosmarinus officinalis 'Prostratus'</i> Dwarf Rosemary	1 gal.	482
	<i>Teucrium chamaedrys</i> Germander	1 gal.	136
	<i>Wedelia trilobata</i> Yellow Dot	1 gal.	241
Accents			
	<i>Hesperaloe parviflora</i> Red Yucca	5 gal.	222
	<i>Hesperaloe parviflora 'red'</i> Red Yucca	5 gal.	422
	<i>Hesperaloe parviflora 'yellow'</i> Yellow Hesperaloe	5 gal.	182
	<i>Muhlenbergia capillaris</i> Regal Mist TM	5 gal.	402
	<i>Rosa x 'Noare'</i> Flower Carpet® Red Groundcover Rose	5 gal.	24
	<i>Rosa x 'PRObrill'</i> Brilliant Pink Iceberg Rose	5 gal.	22
	<i>Rosa x 'NO49/400A'</i> Amber Groundcover Rose	5 gal.	32
MASS PLANTING			
	SODDED GRASS		
INERTS			
	DECOMPOSED GRANITE		

NOTE: Sight distance requirements on arterials and collectors will adhere to City of 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 details 4-01 and 4-02

PLANT MATERIALS LEGEND			
Sym.	Plant Name	Size	Qty
Trees			
	<i>Chilopsis linearis</i> Desert Willow	36" Box	28
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	18
	<i>Fraxinus oxycarpa 'Raywood'</i> Raywood Ash	36" Box	64
	<i>Olea europaea 'Svan Hill'</i> Svan Hill Olive	36" Box	85
	<i>Pistacia x 'Red Push'</i> Red Push Pistache	36" Box	42
	<i>Pyrus calleryana</i> Bradford Pear	48" Box	12
	<i>Quercus virginiana</i> Southern Live Oak	36" Box	9
	<i>Schinus terebinthifolius</i> Brazilian Pepper Tree	48" Box	42
	<i>Tipuana tipu</i> Tipu Tree	36" Box	60
	<i>Vitex agnus-castus</i> Chaste Tree	36" Box	54
	<i>Citrus parvifolia 'True Green'</i> True Green Elm	36" Box	31
	<i>Thevetia peruviana</i> Yellow Oleander	36" Box	39

Shrubs			
	<i>Bougainvillea 'Rosenka'</i> Bougainvillea	5 gal.	12
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	175
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.	81
	<i>Callistemon viminalis 'Little John'</i> Bottlebrush	5 gal.	715
	<i>Convolvulus cneorum</i> Bush Morning Glory	5 gal.	356
	<i>Cordia parvifolia</i> Little Leaf Cordia	5 gal.	15
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	325
	<i>Eremophila maculata 'Valentine'</i> Valentine Shrub	5 gal.	285
	<i>Eremophila hygrophana 'Blue Bells'</i> Blue Bells Eremophila	5 gal.	733
	<i>Euryops pectinatus 'Viridis'</i> Euryops Daisy	5 gal.	827
	<i>Justicia californica 'Yellow'</i> Yellow Chuparosa	5 gal.	66
	<i>Justicia californica</i> Chuparosa	5 gal.	152
	<i>Justicia spicigera</i> Mexican Honeysuckle	5 gal.	318
	<i>Leucophyllum candidum 'Thunder Cloud'</i> Thunder Cloud Sage	5 gal.	210
	<i>Leucophyllum langmaniae 'Lynn's Legacy'</i> Lynn's Legacy Sage	5 gal.	463
	<i>Myrtus communis 'Compacta'</i> Compact Myrtle	5 gal.	348
	<i>Nerium oleander 'Pettie Pink'</i> Pettie Pink Oleander	5 gal.	307
	<i>Nolana microcarpa</i> Bear Grass	5 gal.	156
	<i>Ruellia brittoniana</i> Ruellia	5 gal.	949
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	717
	<i>Salvia clevelandii</i> Chaparral Sage	5 gal.	28
	<i>Salvia greggii</i> Autumn Sage	5 gal.	498
	<i>Tecoma alata 'Orange Jubilee'</i> Orange Jubilee	5 gal.	35
	<i>Tecoma stans</i> Yellow Bells	5 gal.	32

Groundcovers			
	<i>Eremophila glabra</i> Mingineu Gold	5 gal.	133
	<i>Lantana camara 'Dallas Red'</i> Dallas Red Lantana	1 gal.	1073



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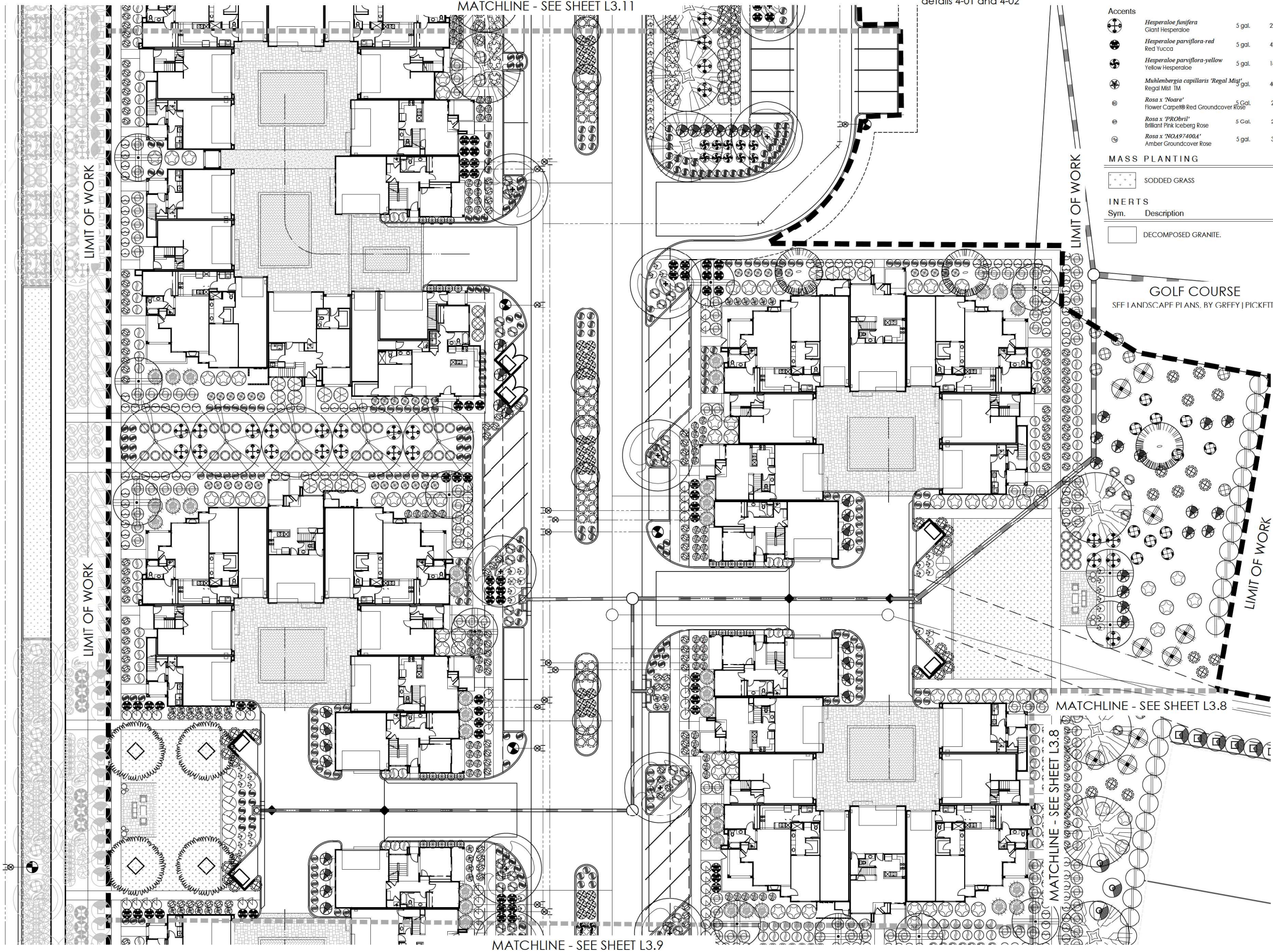
Toll Brothers
AMERICA'S LUXURY HOME BUILDER

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revisions:



NOTE: Sight distance requirements on arterials and collectors will adhere to City of 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 details 4-01 and 4-02

	<i>Lantana montevidensis</i> Purple Trailing Lantana	1 gal.	883
	<i>Lantana 'New Gold'</i> New Gold Lantana	1 gal.	1046
	<i>Rosmarinus officinalis 'Prostratus'</i> Dwarf Rosemary	1 gal.	482
	<i>Teucrium chamaedrys</i> Germander	1 gal.	136
	<i>Wedelia trilobata</i> Yellow Dot	1 gal.	241
Accents			
	<i>Hesperaloe funifera</i> Giant Hesperaloe	5 gal.	222
	<i>Hesperaloe parviflora-red</i> Red Yucca	5 gal.	422
	<i>Hesperaloe parviflora-yellow</i> Yellow Hesperaloe	5 gal.	182
	<i>Muhlenbergia capillaris 'Regal Mist'</i> Regal Mist TM	5 gal.	402
	<i>Rosa x 'Noare'</i> Flower Carpet® Red Groundcover Rose	5 Gal.	24
	<i>Rosa x 'PROhl'</i> Brilliant Pink Iceberg Rose	5 Gal.	22
	<i>Rosa x 'NOA974084'</i> Amber Groundcover Rose	5 gal.	32
MASS PLANTING			
	SODDED GRASS		
INERTS			
Sym.	Description		
	DECOMPOSED GRANITE		

Sym.	Plant Name	Size	Qty
Trees			
	<i>Chilopsis linearis</i> Desert Willow	36" Box	28
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	18
	<i>Fraxinus oxycarpa 'Raywood'</i> Raywood Ash	36" Box	64
	<i>Olea europaea 'Swan Hill'</i> Swan Hill Olive	36" Box	85
	<i>Pistacia x 'Red Push'</i> Red Push Pistache	36" Box	42
	<i>Pyrus calleryana</i> Bradford Pear	48" Box	12
	<i>Quercus virginiana</i> Southern Live Oak	36" Box	9
	<i>Schinus terebinthifolius</i> Brazilian Pepper Tree	48" Box	42
	<i>Tipuana tipu</i> Tipu Tree	36" Box	60
	<i>Vitex agnus-castus</i> Chaste Tree	36" Box	54
	<i>Ulmus parvifolia 'True Green'</i> True Green Elm	36" Box	31
	<i>Thevetia peruviana</i> Yellow Oleander	36" Box	39

Shrubs			
	<i>Bougainvillea 'Rosenka'</i> Bougainvillea	5 gal.	12
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	173
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.	81
	<i>Callistemon viminalis 'Little John'</i> Bottlebrush	5 gal.	715
	<i>Convolvulus cneorum</i> Bush Morning Glory	5 gal.	356
	<i>Cordia parvifolia</i> Little Leaf Cordia	5 gal.	15
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	325
	<i>Eremophila maculata 'Valentine'</i> Valentine Shrub	5 gal.	285
	<i>Eremophila hygrophana 'Blue Bell'</i> Blue Bell Eremophila	5 gal.	733
	<i>Euryops pectinatus 'Viridis'</i> Euryops Daisy	5 gal.	827
	<i>Justicia californica 'Yellow'</i> Yellow Chuparosa	5 gal.	66
	<i>Justicia californica</i> Chuparosa	5 gal.	152
	<i>Justicia spicigera</i> Mexican Honeysuckle	5 gal.	318
	<i>Leucophyllum candidum 'Thunder Cloud'</i> Thunder Cloud Sage	5 gal.	210
	<i>Leucophyllum langmaniae 'Lynn's Legacy'</i> Lynn's Legacy Sage	5 gal.	463
	<i>Myrtus communis 'Compacta'</i> Compact Myrtle	5 gal.	348
	<i>Nerium oleander 'Pettie Pink'</i> Pettie Pink Oleander	5 gal.	307
	<i>Nolina microcarpa</i> Bear Grass	5 gal.	156
	<i>Ruellia brittoniana</i> Ruellia	5 gal.	949
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	717
	<i>Salvia clevelandii</i> Chaparral Sage	5 gal.	28
	<i>Salvia greggii</i> Austin Sage	5 gal.	498
	<i>Tecoma data 'Orange Jubilee'</i> Orange Jubilee	5 gal.	35
	<i>Tecoma stans</i> Yellow Bells	5 gal.	32

Groundcovers			
	<i>Eremophila glabra</i> Mingineu Gold	5 gal.	133
	<i>Lantana camara 'Dallas Red'</i> Dallas Red Lantana	1 gal.	1073



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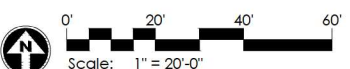
Toll Brothers
AMERICA'S LUXURY HOME BUILDER

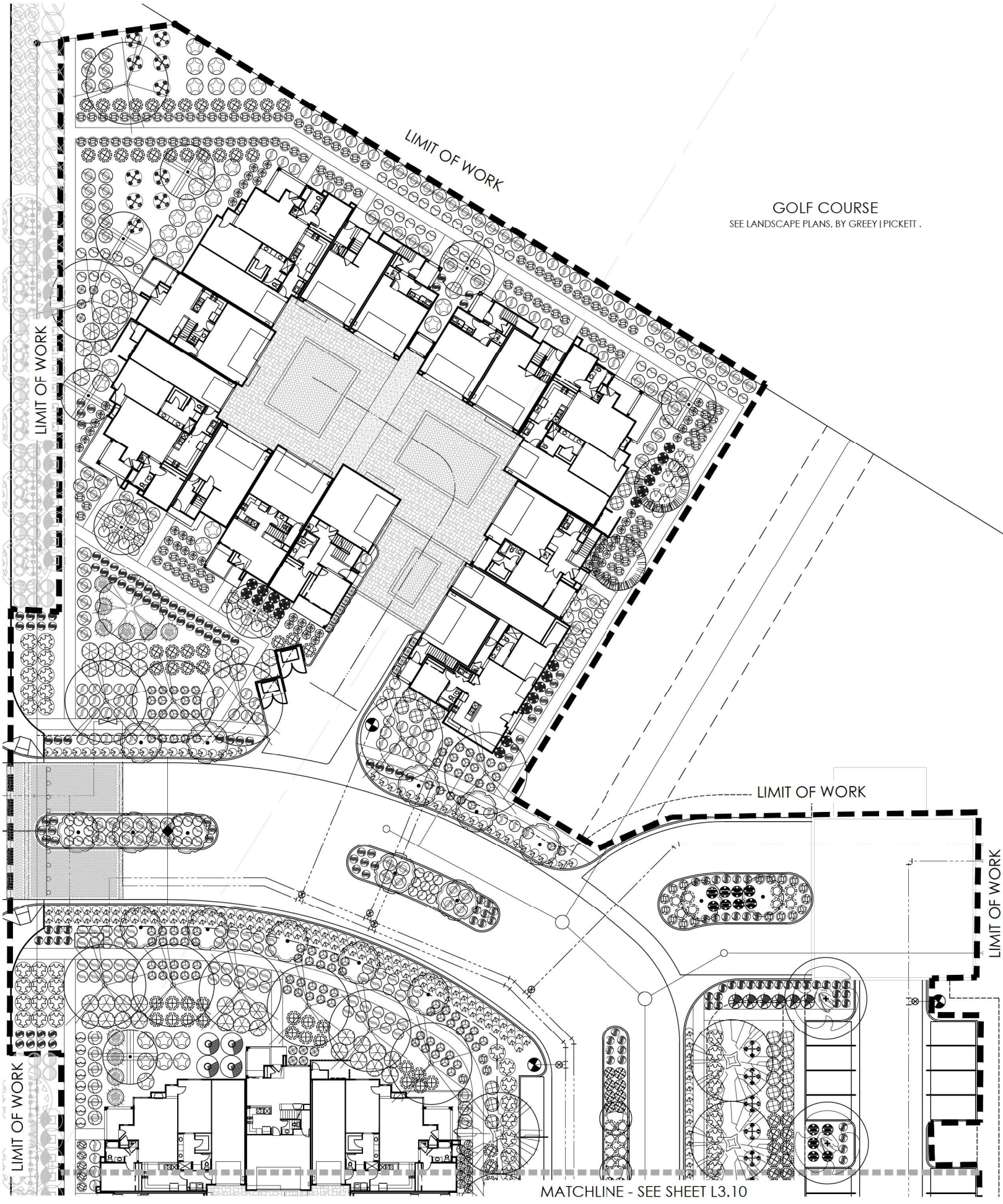
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drawn by: TEAM
date: 08.17.2020
drawing: Planting Plan

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PARCEL Q PLANTING PLAN - L3.10





GOLF COURSE
SEE LANDSCAPE PLANS, BY GREY | PICKETT .

	Salvia greggii Autumn Sage	5 gal.	498
	Tecoma alata 'Orange Jubilee' Orange Jubilee	5 gal.	35
	Tecoma stans Yellow Bells	5 gal.	32
Groundcovers			
	Eremophila glabra Mingnew Gold	5 gal.	133
	Lantana camara 'Dallas Red' Dallas Red Lantana	1 gal.	1073
	Lantana montevidensis Purple Trailing Lantana	1 gal.	883
	Lantana 'New Gold' New Gold Lantana	1 gal.	1046
	Rosmarinus officinalis 'Prostratus' Dwarf Rosemary	1 gal.	482
	Teucrium chamaedrys Germander	1 gal.	136
	Wedelia trilobata Yellow Dot	1 gal.	241
Accents			
	Hesperaloe parviflora Giant Hesperaloe	5 gal.	222
	Hesperaloe parviflora-red Red Yucca	5 gal.	422
	Hesperaloe parviflora-yellow Yellow Hesperaloe	5 gal.	182
	Muhlenbergia capillaris 'Regal Mist' Regal Mist TM	5 gal.	402
	Rosa x 'Noare' Flower Carpet® Red Groundcover Rose	5 Gal.	24
	Rosa x 'PRObrill' Brilliant Pink Iceberg Rose	5 Gal.	22
	Rosa x 'NOA97400A' Amber Groundcover Rose	5 gal.	32

MASS PLANTING

	SODDED GRASS
INERTS	
Sym.	Description
	DECOMPOSED GRANITE.

NOTE: Sight distance requirements on arterials and collectors will adhere to City of 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 details 4-01 and 4-02

PLANT Sym.	MATERIALS Plant Name	LEGEND Size	Qty
Trees			
	Chilopsis linearis Desert Willow	36" Box	28
	Fraxinus velutina Arizona Ash	36" Box	18
	Fraxinus oxycarpa 'Raywood' Raywood Ash	36" Box	64
	Olea europaea 'Svan Hill' Svan Hill Olive	36" Box	85
	Pistacia x 'Red Push' Red Push Pistache	36" Box	42
	Pyrus calleryana Bradford Pear	48" Box	12
	Quercus virginiana Southern Live Oak	36" Box	9
	Schinus terebinthifolius Brazilian Pepper Tree	48" Box	42
	Tipuana tipu Tipu Tree	36" Box	60
	Vitex agnus-castus Chaste Tree	36" Box	54
	Ulmus parvifolia 'True Green' True Green Elm	36" Box	31
	Thevetia peruviana Yellow Oleander	36" Box	39
Shrubs			
	Bougainvillea 'Rosena' Bougainvillea	5 gal.	12
	Calliandra californica Red Fairy Duster	5 gal.	175
	Calliandra eriophylla Pink Fairy Duster	5 gal.	81
	Callistemon viminalis 'Little John' Bottlebrush	5 gal.	715
	Convolvulus cneorum Bush Morning Glory	5 gal.	356
	Cordia parvifolia Little Leaf Cordia	5 gal.	15
	Dodonaea viscosa Hop Bush	5 gal.	325
	Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	285
	Eremophila hygrophana 'Blue Bells' Blue Bells Eremophila	5 gal.	733
	Euryops pectinatus 'Vridis' Euryops Daisy	5 gal.	827
	Justicia californica 'Yellow' Yellow Chuparosa	5 gal.	66
	Justicia californica Chuparosa	5 gal.	152
	Justicia spicigera Mexican Honeysuckle	5 gal.	318
	Leucophyllum candidum 'Thunder Cloud' Thunder Cloud Sage	5 gal.	210
	Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	463
	Myrtus communis 'Compacta' Compact Myrtle	5 gal.	348
	Nerium oleander 'Petite Pink' Petite Pink Oleander	5 gal.	307
	Nolina microcarpa Bear Grass	5 gal.	156
	Ruellia brittoniana Ruellia	5 gal.	949
	Russelia equisetiformis Coral Fountain	5 gal.	717
	Salvia clevelandii Chaparral Sage	5 gal.	28

KEY MAP
SCALE: NIS



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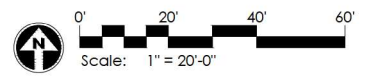
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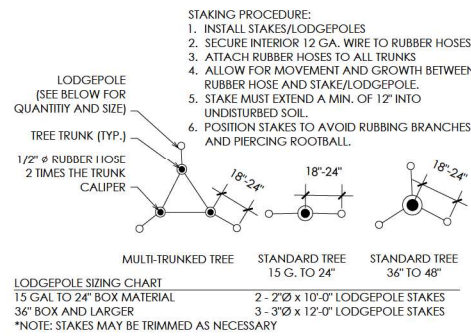
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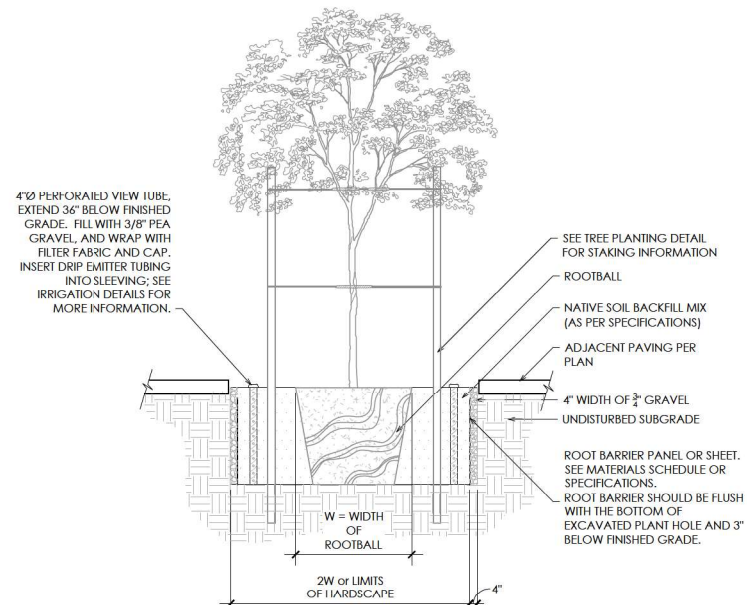
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PARCEL Q PLANTING PLAN - L3.11

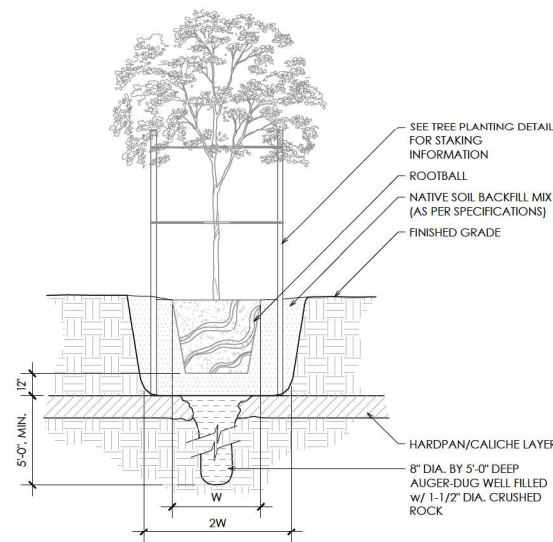




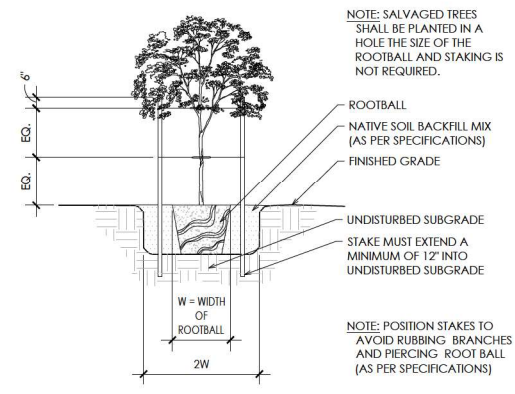
4 **Tree Staking Diagram**
Scale: NTS



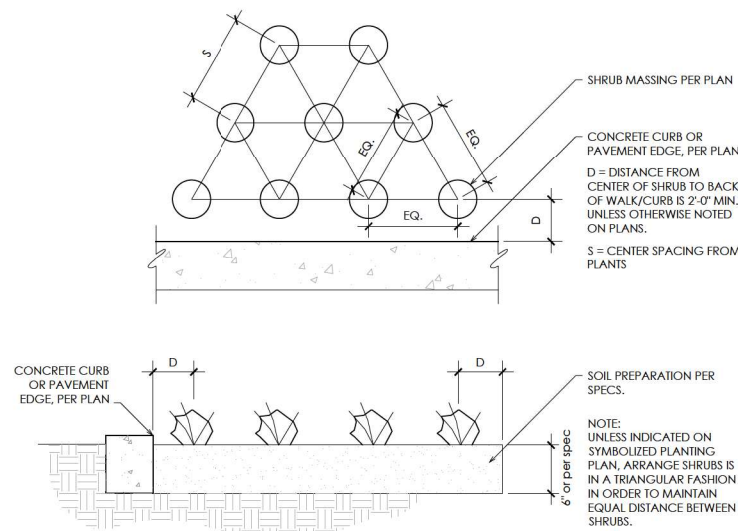
3 **Deep Watering Detail**
Scale: NTS



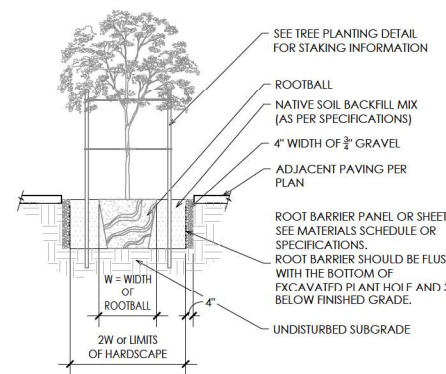
2 **Hard Pan Planting**
Scale: NTS



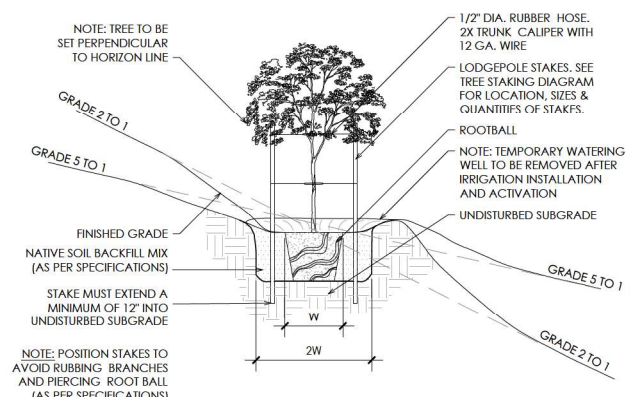
1 **Tree Planting Detail**
Scale: NTS



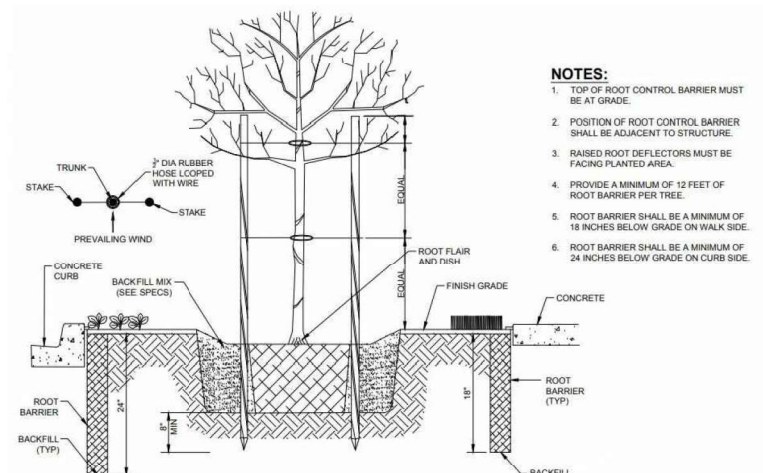
7 **Plant Spacing Detail**
Scale: NTS



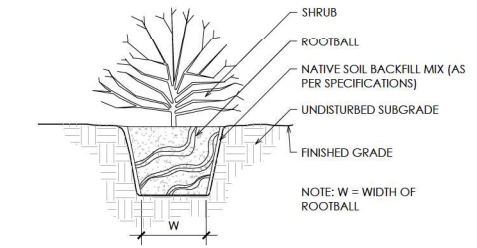
6 **Root Barrier Detail**
Scale: NTS



5 **Tree Planting on Slope Detail**
Scale: NTS



9 **Shrub Planting on Slope**
Scale: NTS



8 **Shrub Planting Detail**
Scale: NTS

SECTION - 02900 LANDSCAPE

PART 1 - GENERAL

1.01 WORK INCLUDED

*Landscape finish grading.

*Soil preparation

*tree supports

*Planting

*Watering

*Maintenance

Definitions:

Owner's representative - an authorized agent determined by owner to act on their behalf, in some cases the Landscape Architect may be the owner representative as outlined in these specs.

Plants - all shrubs and cacti other than trees, saguaros, ocotillos, palms and turf. Plant Material - all trees, saguaros, ocotillos, palms, shrubs, cacti, ground cover, and other plants.

1.02 RELATED WORK

Contractor : Minimum 5 years experience in supply and installation of landscape materials. A Foreman with a minimum of 5 years experience in related work shall be on site at all times.

1.03 SOURCE QUALITY CONTROL

Provide certificates of inspection for all materials as required by law or regulation.

Package standard materials with manufacturers certified analysis. Provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Chemists for all other material.

Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, undamaged, vigorous stock grown under climatic conditions similar to conditions at project site and free of disease, insects, eggs, larvae and defects such as sun-scald, knots, injuries, abrasions or disfigurements. Provide trees and shrubs of the sizes indicated. Trees and shrubs of sizes larger than those indicated may be used provided roots, root ball, staking and planting pits are increased proportionately.

1.04 REFERENCE STANDARDS

ANSI 60.1 - American Standards for Nursery Stock.

1.05 SAMPLES

Submit the following material samples to Owner's Representative a minimum of 48 hours prior to start of work.

- a. Topsoil for backfill mix (trees and shrubs).
- b. Wood Shavings/Mulch.
- c. Tree supports.
- d. Decomposed granite.
- e. Boulders.

The Owner's Representative reserves the right to take and analyze samples of materials for conformity to Specification at any time. Furnish samples upon request by Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the contractors additional expense.

Submit samples of decomposed granite for approval of graduation and color. Sample shall be representative of variations within size and color to be provided.

1.06 PRODUCT DATA

Submit to Owner's Representative a minimum of 48 hours prior to start of work manufacturers comprehensive product description, including specifications and installation instructions.

1.07 CERTIFICATES AND TEST REPORTS

Provide and pay for all materials testing. Testing agency shall be acceptable to the Landscape Architect. Submit to Owner's Representative a minimum of 48 hours prior to start of work 2 copies of certificates of inspection as required by governmental authorities, and manufacturers' vendors certified analysis for soil amendments, fertilizer materials, and chemicals. Submit other data substantiation that materials comply with specified requirements. Certificates are required to determine the quality and quantity of all specified soil amendments.

Materials certification to be submitted include, but are not limited to: Topsoil source and nutrient analysis, mulch, fertilizers/soil amendments/chemicals. Test representative material samples proposed for use. Provide the following data:

- a. Topsoil and planting backfill.
- b. Soil PH.
- c. Particle size, percentage soil texture.
- d. Percentage organic material.
- e. Percolation rate.
- f. Nutrient level analysis.
- g. All macro, secondary and micro nutrient salinity.
- h. ESP.
- i. Free lime.

Recommendations on type and quantity of amendments required to bring levels into acceptable ranges as detailed in Part 2 - Products of Materials of these specifications.

Separate recommendations to be submitted for each crop. Crop to be identified as:

- a. Irrigated trees and shrubs.
- b. Turf.

1.08 MAINTENANCE DATA

Submit to Owner's Representative 2 copies of typewritten instructions, prior to expiration of the initial maintenance period, recommending procedures to be followed by the Owner for the maintenance of landscape work for one full year.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver packaged material in containers showing weight, analysis and identification of manufacturer. Protect materials from deterioration at all times.

Provide protective covers to plant tie and trees during delivery. Do not prune trees prior to delivery. Do not bend-tie trees or shrubs in such a manner as to cause damage or destroy shape. Deliver materials after preparation for planting have been completed. Plant immediately. If planting is delayed for more than 6 hours after delivery, set plant material in shade, protect from weather and mechanical damage and keep roots moist.

Do not remove container grown stock including ground cover, from containers until planting time.

1.10 SITE CONDITIONS

Determine location of underground utilities. Execute work as required to prevent damage.

Maintain grade stakes set by others until directed otherwise.

Protect all existing plant life not scheduled for removal. If any plant material that is to remain is damaged, the Contractor, at his expense, will pay for a replacement plant of the same size and species (to be approved by Owner's Representative).

Protect existing utilities, paving and other facilities from damage during landscaping operation.

Coordinate with other contractors.

1.11 WARRANTY

Submit warranty to Owner's Representative.

Trees, Palm Trees, Saguaros and Ocotillos: Warrant that trees, palm trees, saguaros and ocotillos will be alive and in good health for a period of 1 year after acceptance except for defects resulting from neglect by Owner, abuse or damage by others.

Owner must follow Contractor's maintenance schedule and provide current maintenance log to Owner's Representative.

Remove and replace dead, unhealthy or girdled trees, palm trees, saguaros and ocotillos that lose original form and size during warranty period with material equal to that specified. Replace any material which does not meet requirements within fifteen days of notification. All replacement trees, palm trees, saguaros and ocotillos shall be subject to an additional one year maintenance period.

Shrubs and Other Plantings: Guarantee all other planting will be alive and in satisfactory condition for a period of 90 days from date of acceptance or will be replaced at no additional cost to the Owner. All plant material shall be maintained in a healthy, sturdy condition during the warranty period by the Contractor.

All replacement plants, including shrubs, cacti, groundcovers, vines and perennials shall be subject to an additional 90 days maintenance period

PART 2 - PRODUCTS AND MATERIALS

2.01 FILL MATERIALS

Provide dry, loose material for fill, backfill, planting backfill and topsoil for planter beds. Frozen or muddy soils are not acceptable. Salts not to exceed 1500 ppm, and material shall be free of debris, noxious weeds, ingredients or objects detrimental to healthy plant growth. Topsoil: Screened, fertile, friable, from well drained arable land, free of nut grass, refuse, roots, heavy clay, noxious weeds or any material toxic to plant growth; contents as follows:

- a. Silt: 20-45 %
- b. Clay: 15-20 %
- c. Sand: 30-60 %
- d. Organic Material (natural or otherwise): 2% minimum
- e. pH: 7.0-8.3
- f. Soluble salts: 1,500 ppm.
- g. Nutrients: enough to bring levels up to acceptable plant growth.

Percolation rate shall be between 3 to 4 inches per hour. Existing top soil may be used provided it meets these requirements.

2.02 COMMERCIAL GRADE FERTILIZERS

Agri-Sul, Dispersal - use only for sulfur Agriculture grade gypsum

2.03 SOIL AMENDMENTS

Wood shavings: nitrogen stabilized fir or pine shavings containing 0.75% total nitrogen and 0.1 to 0.15% total iron, and under 60 ppm total manganese; composted, leached and aged for a minimum of 10 to 12 months; pH factor, 4.0 to 4.5. no soil amendments are required for salvaged plant material and cacti unless otherwise specified.

2.04 TREE SUPPORTS

Tree Stakes: Copper naphthenate impregnated lodge pole 10 feet in length for 5 gallon and 15 gallon, and 12 feet in length for 24 inch box and larger. No tree stakes are required for salvaged plant material.

Tree Ties: Provide a minimum of two per tree; No. 10 gauge, pliable, zinc coated iron wire. Cover wire with hose, cover as specified, where it contacts tree.

Hose Covering: 1/2 inch minimum diameter; 2-ply reinforced rubber, new garden hose.

Tree Guards: 'ArborGard®' by Deep Root, or equal.

Tree Guys: Minimum 3 per tree; No. 10 galvanized wire. Cover wire with hose where it contacts tree for 24, 30 and 36 box trees.

Anchors (Deadmen): 2 inch x 4 inch x 3 feet long; construction grade redwood.

Signals (Flags): For guy wires, 1/2 inch diameter, white or orange plastic tubing 5 feet long over each guy used.

2.05 HERBICIDES

Pre-emergent and contact Herbicides:

Pre-emergent herbicide shall be Sulfan as manufactured by Dow/Elanco Chemical Company.

Contact herbicide shall be Round-up as manufactured by Monsanto.

2.06 PLANTING MATERIAL

Plant Material: Healthy, shapely and well rooted. Roots shall show no evidence of having been restricted or deformed at any time. All plants shall be representative of their normal species and variety. They shall have normally developed branch systems. Plants shall be free from disfiguring knots, sun scald injuries and abrasions of bark. Plants not meeting these requirements shall be considered defective and shall be replaced immediately. All plants shall be true to name and shall be tagged, one of each variety. All plant material shall be grown in nurseries inspected by the State Department of Agriculture unless otherwise approved by the Owner's Representative.

Provide "Specimen" plants with a special height, shape or character. Tag at the source of supply prior to notifying Landscape Architect for inspection. The Landscape Architect shall inspect selections at source of supply for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of proposed material for approval.

Plants may be inspected and approved at place of growth for compliance with specification requirements for quality, size, and variety. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.

2.07 TURF SOD

As noted on plans.

2.08 DECOMPOSED GRANITE

Decomposed granite coverage shall be a minimum 2-inch thickness unless noted otherwise on plans. Decomposed granite shall be the size and color as specified on plans, and shall be taken from a single quarry.

2.09 BOULDERS

Boulders are to be Surface Select or as noted on the plans. Boulder size as noted on the plans and approved by the Owner's Representative. Boulders are to be harvested, delivered and placed in a manner to avoid marking, scraping or damaging the natural condition of the boulder. All scarred boulders are to be treated with Permeon (or equal) to provide a natural appearance of the desert varnish.

2.09 SEED MIXTURE

As noted on plans.

PART 3 - EXECUTION

3.01 GENERAL

Install in accordance with the methods, techniques and specifications of each representative manufacturer. If a conflict occurs between manufacturers and these specifications, consult with Owner's Representative for a decision.

Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

3.02 BACKFILL, IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL

Inspect the integrity of all damp-proofing and water-proofing membranes which occur over, on or against any construction to be fully or partially concealed by earthwork prior to the placement of any imported soil, backfill, gravel fill or sub-base.

Correct defects prior to proceeding with the work.

3.03 TOPSOIL

Import additional topsoil only as required to bring planting areas up to finish grade. Spread and cultivate soil so that no settling takes place at any time.

3.04 LANDSCAPE FINE GRADING

Allow for the addition of soil amendments, conditioners and any specified top dressing when determining and executing finish grade.

Set finish grade 1-1/2 inches below adjacent paving, curb and headers for shrubs and ground cover beds and areas or as required for installation of decomposed granite or turf sod.

At all planting areas, make entire area smooth and even to finish grade. Cultivate all areas so that there are no bumps or hollows, and the area drains as indicated. Grade and maintain all flow lines, designated or not, to allow free flow of surface water. Cultivate entire area to a depth of 6 inches minimum and remove all rock in excess of 1-1/2 inches diameter, all building rubble, building construction material, waste and any other material that will impair satisfactory growth.

3.05 DECOMPOSED GRANITE

Place 2-inches unless otherwise noted, in all planting areas. Decomposed granite shall extend below all plant material, trees, and cactus. Decomposed granite finish grade 1-1/2-inch below adjacent paving, curbs, and headers.

3.06 HERBICIDE APPLICATION

Apply pre-emergent herbicides in accordance with manufacturer's instructions.

Apply contact herbicides in accordance with manufacturer's recommendations. Prior to application, moisten areas for fourteen days to encourage weed germination and growth. Apply before weeds attain a height of 6 inches. Remove taller weeds manually.

Areas to be landscaped shall be maintained in a weed-free condition at all times during construction and maintenance period.

Do not apply pre-emergent herbicides at locations of revegetation seeding. The contractor shall manually remove invasive weeds within these areas.

3.07 TREE SUPPORT

Guyed Trees: Guy trees as shown immediately after planting as shown on the drawings. Staked Trees: Stake trees as shown on the drawings within 48-hours of planting.

Tree supports shall be installed to prevent lodging, yet allow for trunk movement. Hoses that encircle trunks shall be large enough to allow for normal growth of the trunk during the first year without girdling.

3.08 TREES, SHRUBS, AND VINES

Layout locations with stakes or gypsum. Coordinate with Owner's Representative to assure appropriate location, prior to installation.

Test drainage of plant beds and pits by filling with water. Notify Owner's Representative of areas where water is retained more than 24 hours.

Where rock, underground construction or other detrimental conditions are encountered at plant pits, Owner's Representative may select alternate location.

Do not expose roots to air except during transplanting. Set up of plants at same level when planted as in the container. Cut plant containers on 2 sides without injuring root ball and carefully remove plant. Do not cut container with spade. Damaged plants will be rejected.

Dig pits with perpendicular sides to a minimum of 2 to 3 times the width (see details) of the root ball for containerized trees and shrubs. Dig pits only as deep as the root ball to prevent settling of the tree or shrub.

Place rootball of vines as close to structure or support system as possible. If rootball can't be placed closer than 12" notify Owner's Representative of situation for inspection and remedy.

Tie vines to trellis supports if applicable with green plant tape and remove any staking supplied with plant material.

Planting Mixture: One part wood shavings Two parts excavated soil amended to meet standards in Part 2.

Mix thoroughly outside the hole before start of backfilling.

Tree Guard: Install tree guard on all trees located in turf areas per manufacturer's recommendations.

3.09 BACKFILLING

Backfill plant pits and form shallow basin around the plant to hold enough water to saturate the root ball and backfill (only form basins if specified on detail). Water plants immediately after planting and allow backfill to settle in plant pit. Do not water saguaros after planting. Do not raise basin rim above surrounding grade.

Puddle planting mixture when pit is 2/3 full of plant mix. Continue back filling to within 1 inch of surrounding grade.

Finish grade to 2 inches below headers or concrete work.

Top dress planting areas with 2 inches of top dressing after planting.

Treat all planting areas with a pre-emergent.

3.10 GROUND COVER

At time of transplanting, soil in flats shall be sufficient so as not to fall apart when lifting plants. Plant each plant with its proportionate amount of the flat soil in a manner that will ensure a minimum disturbance to the root structure.

Plant flat material sufficiently deep to cover all roots. Firmly tamp the earth around each plant to force out large air pockets.

3.11 TURF SOD

Soil Preparation: Provide soil with an organic matter content of 25-percent to 30-percent. Cultivate entire area to a depth of 6" minimum and remove all rock in excess of 1 1/2", all building rubble, building construction material waste and any other material that will impair satisfactory growth. This top 6" must meet the topsoil requirements noted in Section 2.01.

Soil Amendments: Prior to rotillating, apply gypsum at a rate of 100 lbs per 1,000 sf, phosphate at a rate of 2 lbs per 1,000 sf., and soil sulfur at 5 lbs per 1,000 sf. Rototill into soil.

Install sod along the straightest edge of turf area. Stagger joints in a brick-like pattern. Avoid gaps and overlapping. Place sod diagonally across, to avoid sliding. Water sod at least every 30 min. during installation. Finish by watering lightly and roll in two directions w/sod roller.

3.12 WATERING

Water all plants immediately after planting, except for saguaros, with hose in planting hole until material about the roots is completely saturated from the bottom of the hole to the top of the ground to avoid drying out until the entire planted area is thoroughly watered and the soil soaked to the full depth of each plant hole. Water stream shall not cause damage to planting hole or plant. Keep exposed roots wet by means of moist sawdust, peat moss or burlap at all times during planting operation. Repeat watering as often as necessary to keep the ground moist but not soaked, well below the root system of the plants.

3.13 CLEAN UP

Keep all areas clean and orderly during and after execution of work. Burning of trash is not permitted.

3.14 ADJUSTMENT

Prune each tree and shrub to preserve the natural character of the plant per American Standards for Nursery stock, as published by the American Association of Nurserymen. Prune only as directed by Owner's Representative and Landscape Architect to remove deadwood, suckers, or broken or badly rubbed branches. Replace all plants damaged by excessive pruning, planting operations or construction damage.

3.15 MAINTENANCE PERIOD

When the Owner's Representative and Landscape Architect determine the work to be substantially complete in accordance with the Conditions of the Contract, Contractor will be advised, in writing, that the maintenance period is to begin.

Landscape contractor shall be responsible for maintenance of landscaped areas for a period of 90 days. Maintenance includes watering, trimming, weeding and cultivating of beds.

Landscape contractor, in order to protect his guarantee, shall give typewritten to Owner, a complete maintenance instruction booklet on the care and feeding of the landscape.

Contractor shall request, in writing, a Final Inspection with Landscape Architect at the completion of the maintenance period. If the Owner's Representative determines the work is satisfactory, the maintenance period will end on the date of the Final Inspection. If the maintenance is unsatisfactory, the maintenance period will be extended, at the Contractor's expense, until such time as all corrections are made and the work is inspected and approved by the Owner's Representative and Landscape Architect. Retention will not be released until Final inspection is made and approval issued by the Owner's Representative.

3.16 FIELD QUALITY CONTROL

Notify Owner's Representative of the requirement for inspection at least 48 hours in advance. Inspections are required, but not limited to, the following:

- Inspection and acceptance of plant material prior to shipping.
- At completion of rough grade and boulder placement
- At completion of landscape finish grading and soil preparation, prior to planting.
- At installation of irrigation system, prior to backfilling trenches and planting.
- During installation of specimen tree, or other specimen plant material.
- After staking locations for plant holes, but prior to planting; for approval.
- During the planting process.
- During the placement and aiming of all light fixtures.
- At Substantial Completion of the Work.
- During warranty period to observe maintenance procedures.
- At final Completion of the Work.



PRASADA
Parcel Q
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER



revisions:

project #:
TOL 122
scale:
NTS
Issued for:
REVIEW
drawn by:
TEAM
date:
08.17.2020
drawing:
Landscape Spec's

sheet #

L8.1

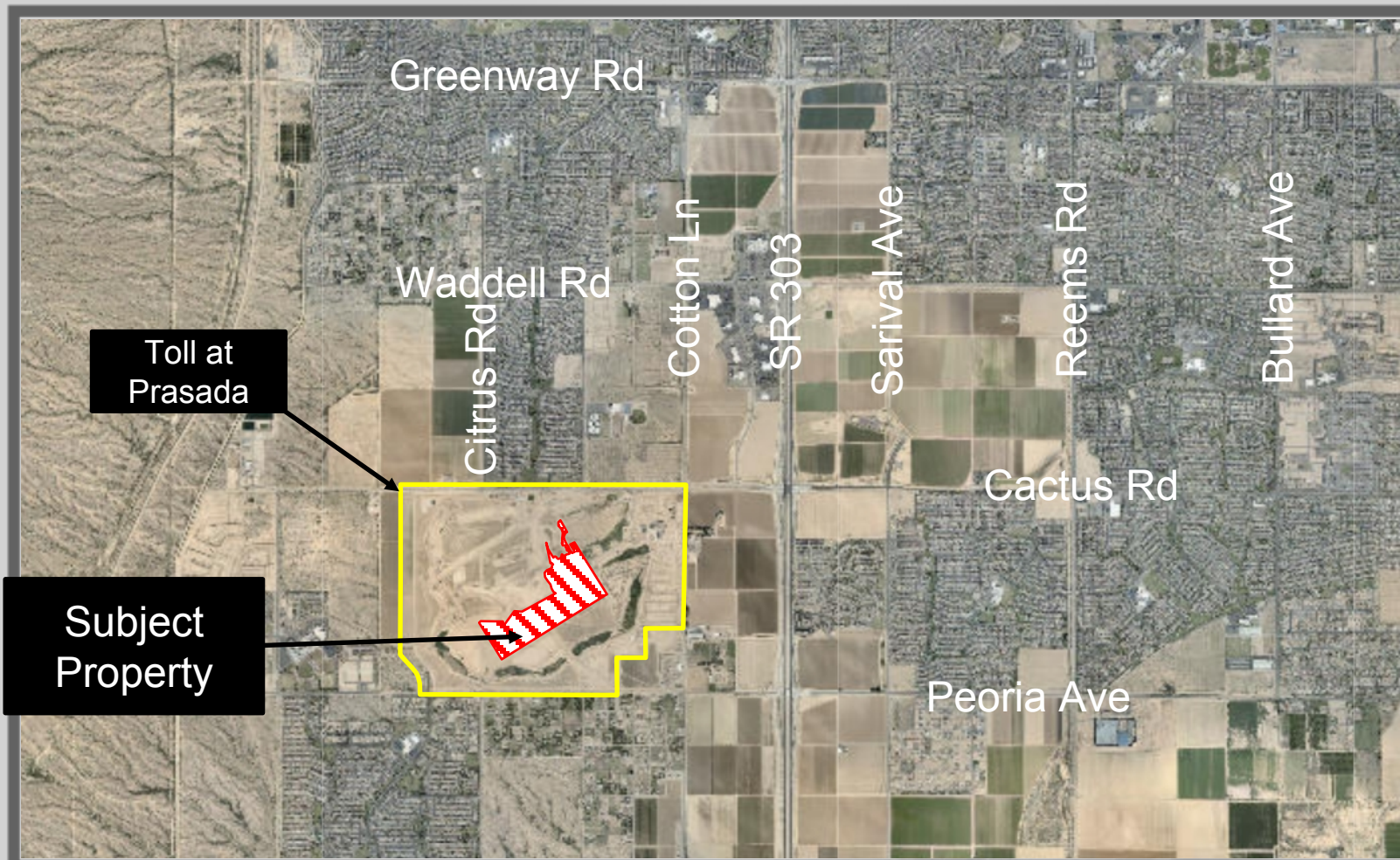
14 of 14



S U R P R I S E
ARIZONA

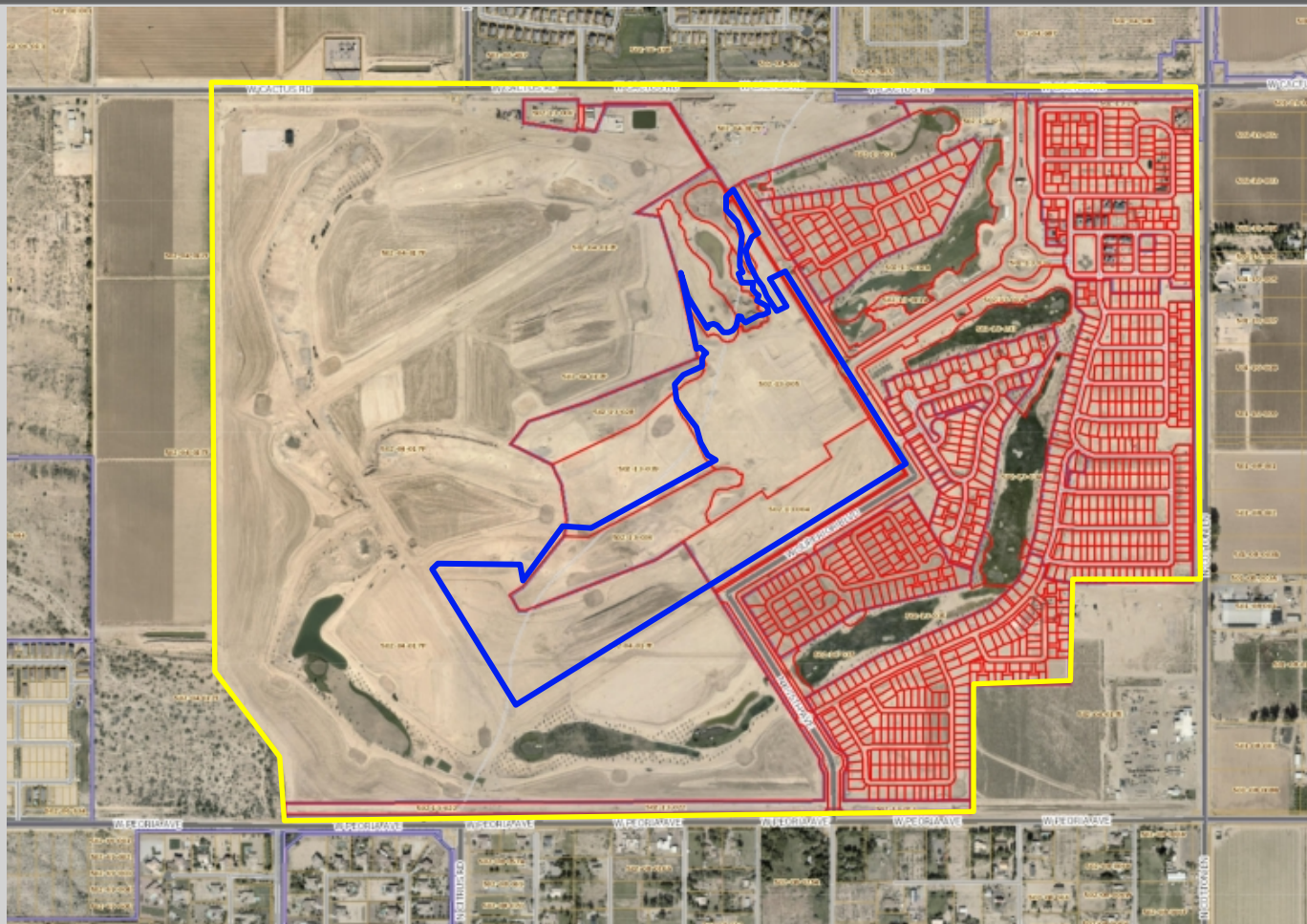
City Council
December 01, 2020

Toll at Prasada
Unit Q Preliminary Plat
FS20-259



FS20-259 Vicinity Map

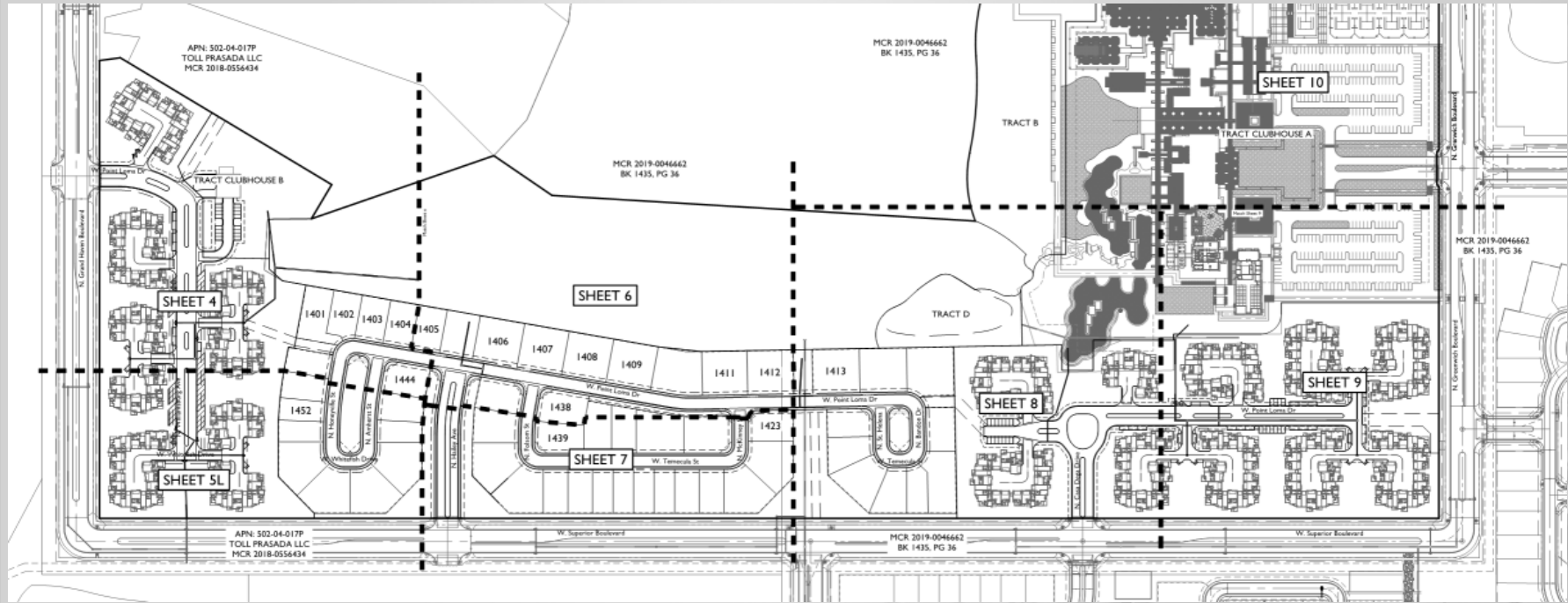
FS20-259 Case Map



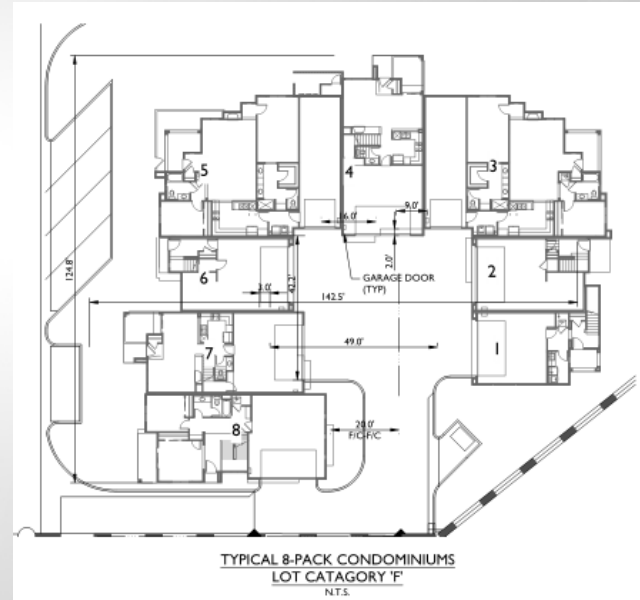
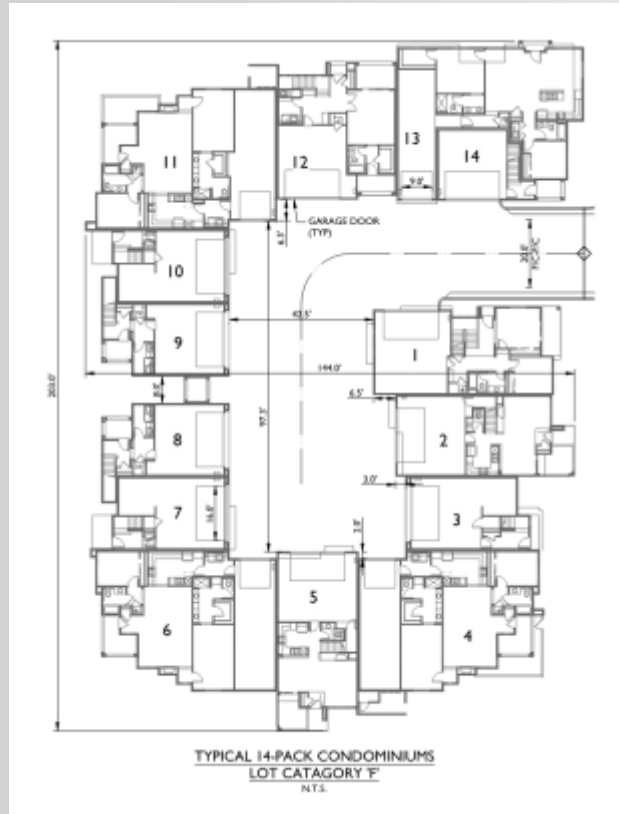
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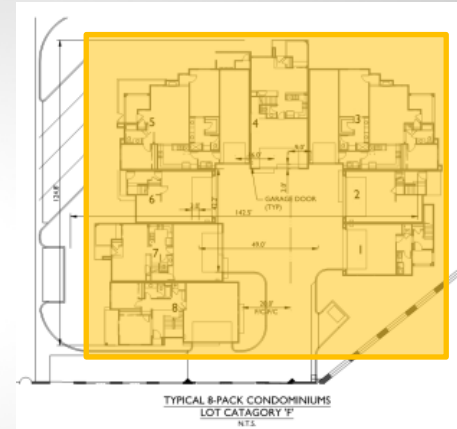
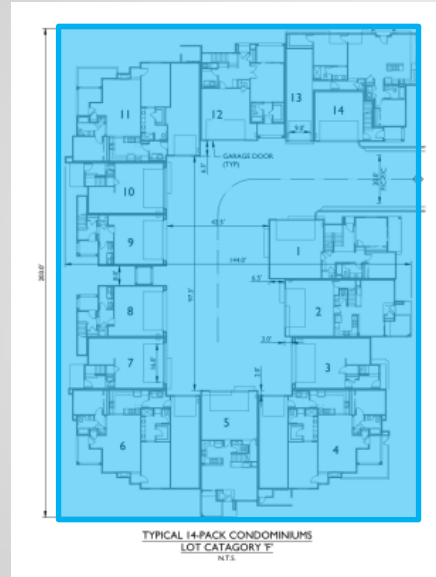
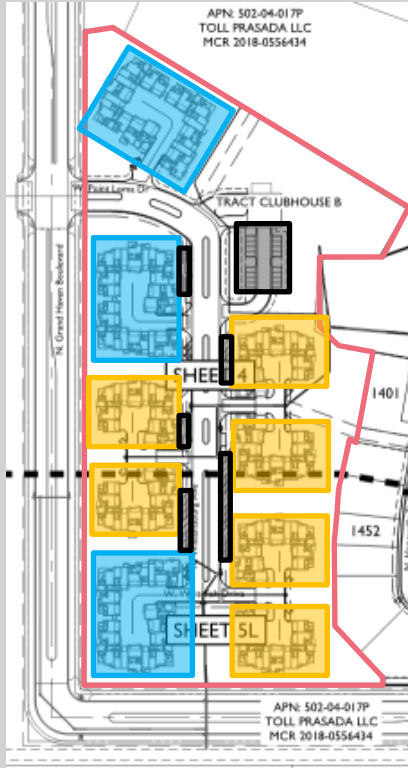
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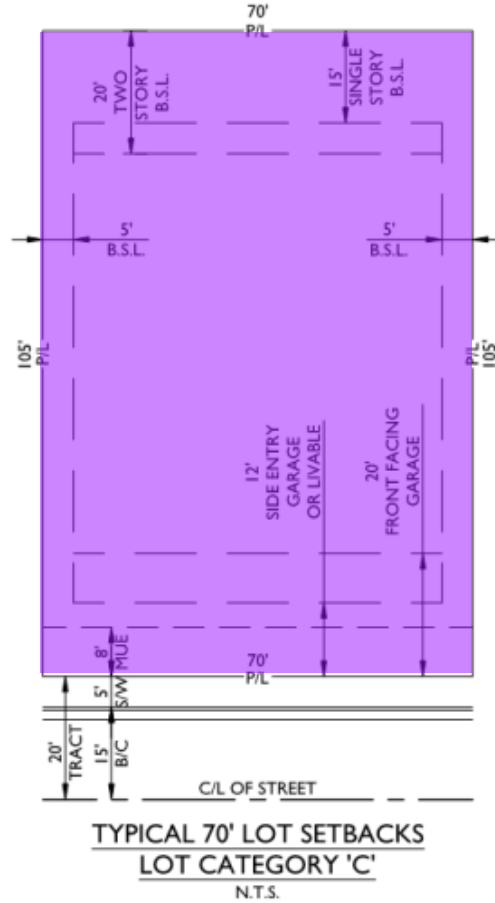


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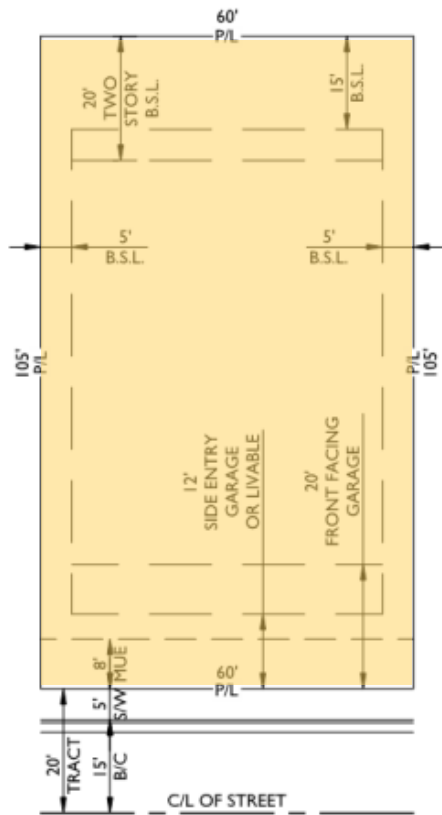


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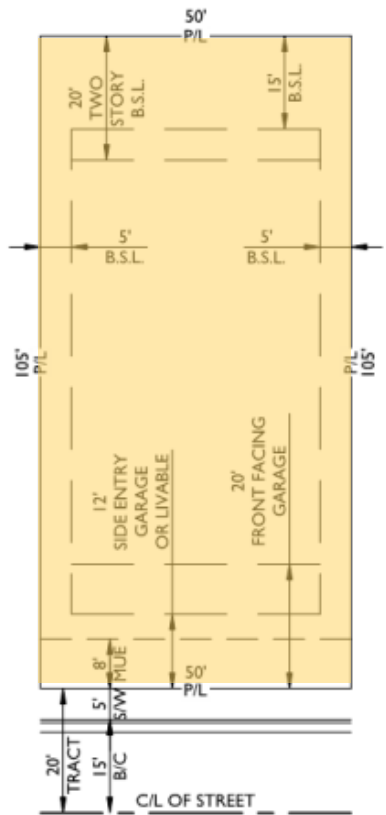




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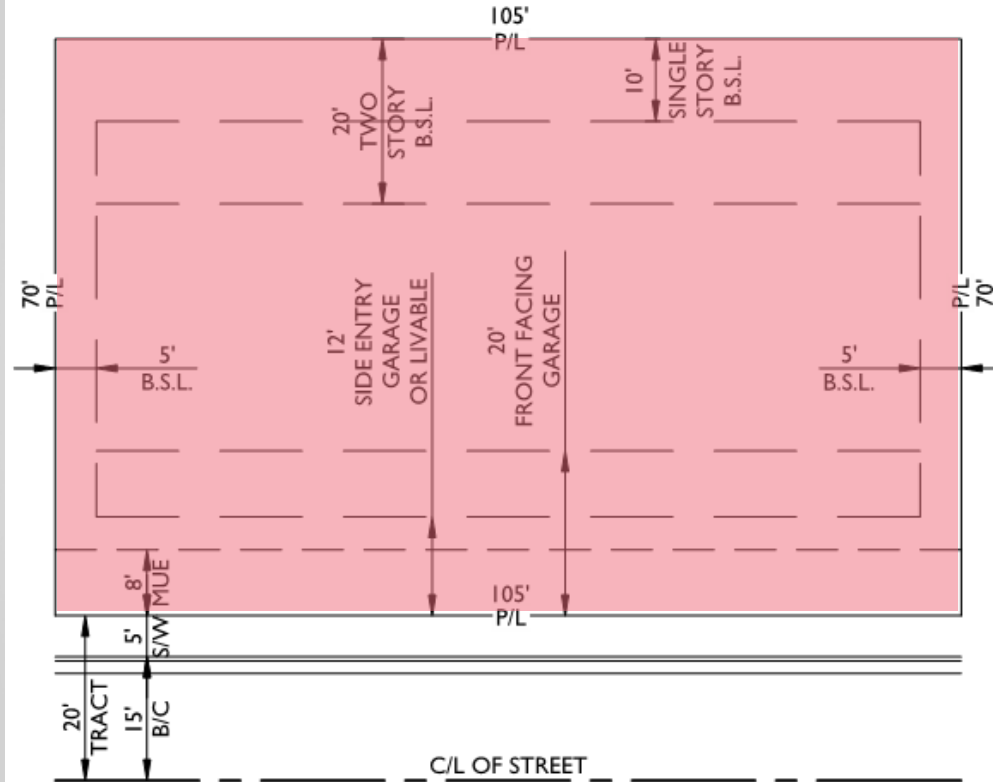
TYPICAL 60' LOT SETBACKS
LOT CATEGORY 'DI'
 N.T.S.



TYPICAL 50' LOT SETBACKS
LOT CATEGORY 'DI'
 N.T.S.

FS20-259 Unit Q

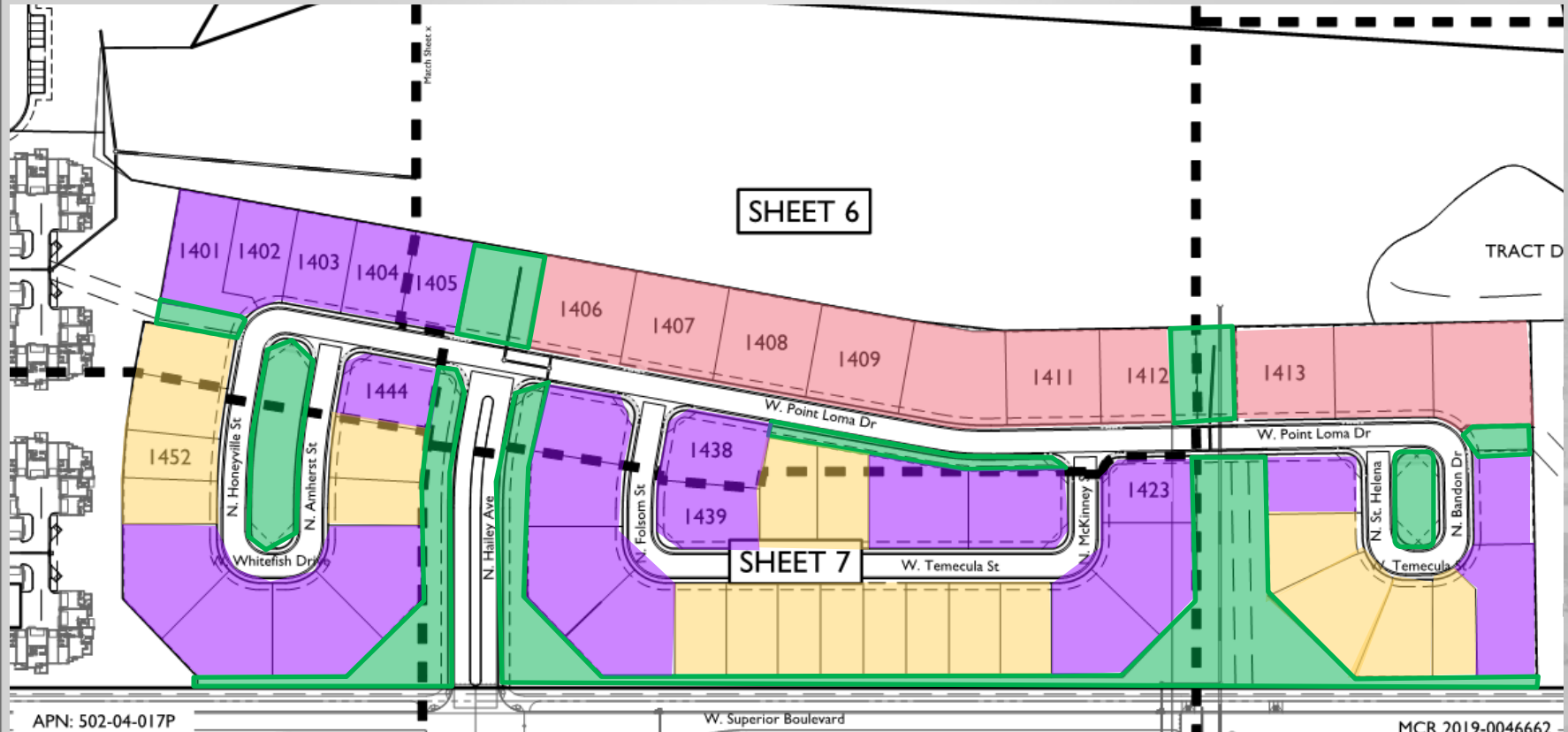
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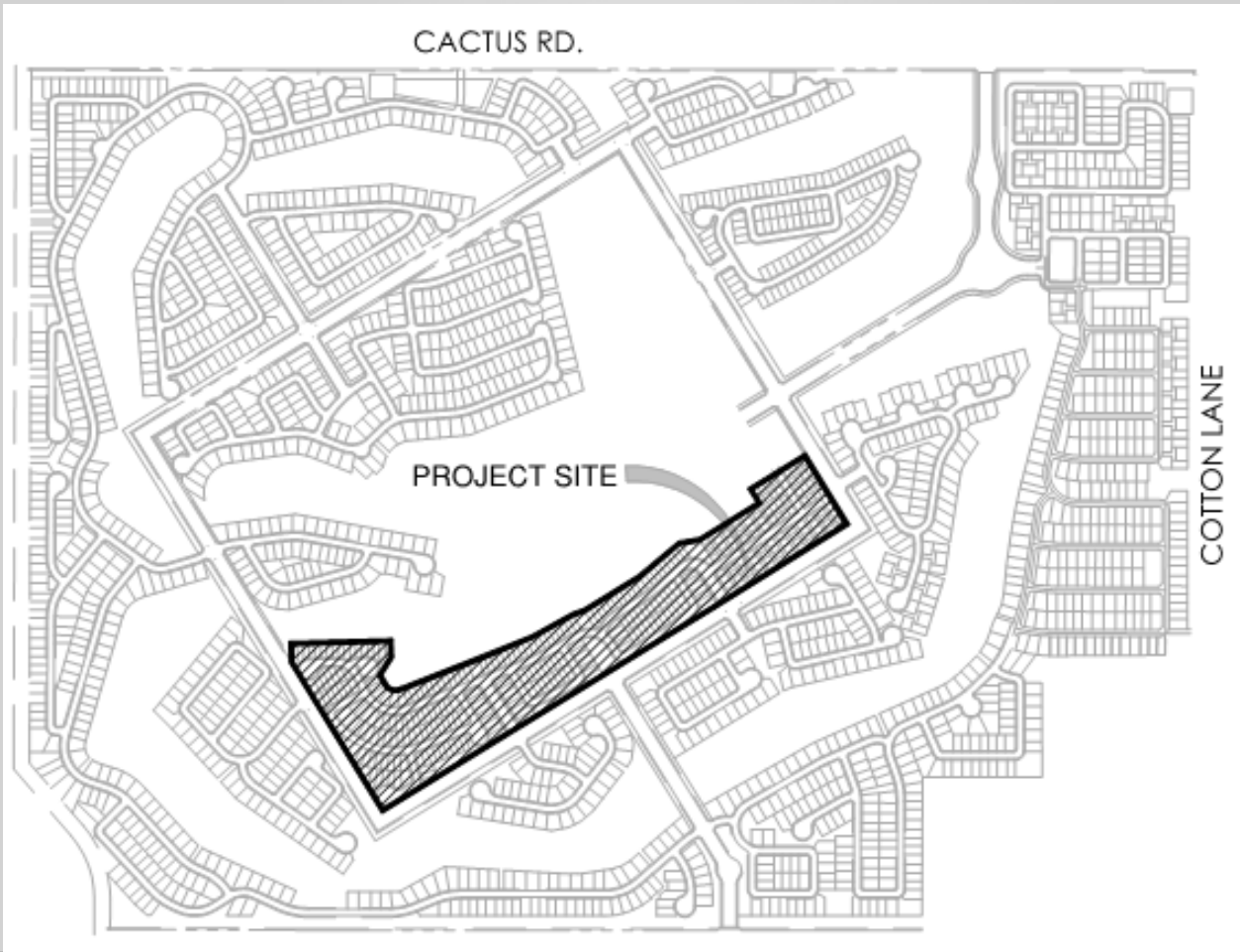


TYPICAL 105' LOT SETBACKS
LOT CATEGORY 'D2'
 N.T.S.

FS20-259 Unit Q Preliminary Plat

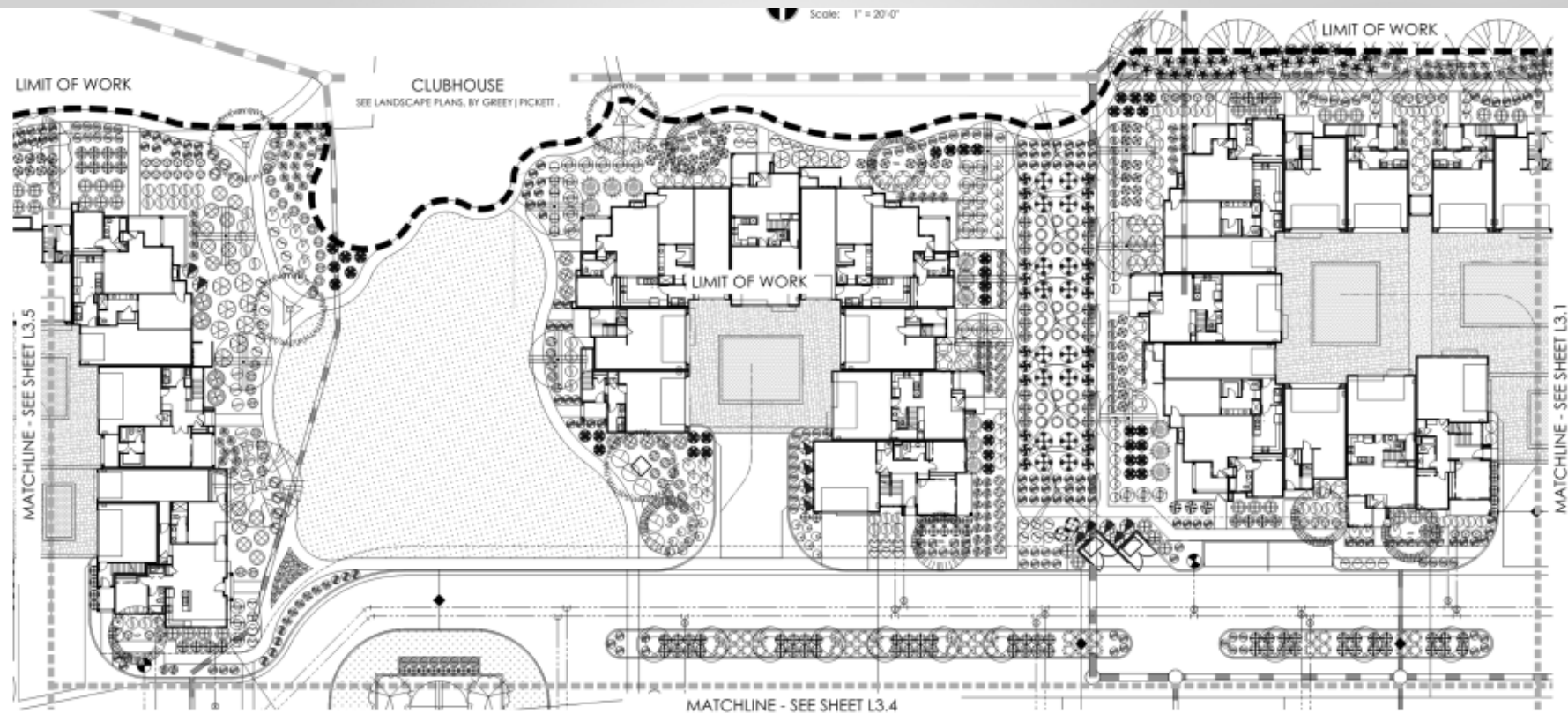
FS20-259 Unit Q Preliminary Plat





FS20-259 Unit Q Landscape

FS20-259 Unit Q Landscape



MATCHLINE - SEE SHEET L3.3a

MATCHLINE - SEE SHEET L3.5

LIMIT OF WORK

LIMIT OF WORK

LIMIT OF WORK

INTERNAL ROAD

SEE LANDSCAPE PLANS, BY GREY | PICKETT

MATCHLINE - SEE SHEET L3.2

An aerial photograph of a modern campus. In the foreground, a large, curved, light-colored building with a flat roof is prominent. Behind it, several other multi-story buildings are visible, some with red brick accents. The campus is surrounded by greenery, including trees and landscaped areas. The sky is overcast with soft clouds. The overall tone is professional and architectural.

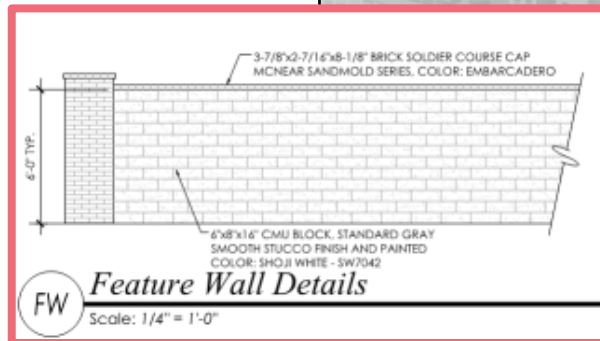
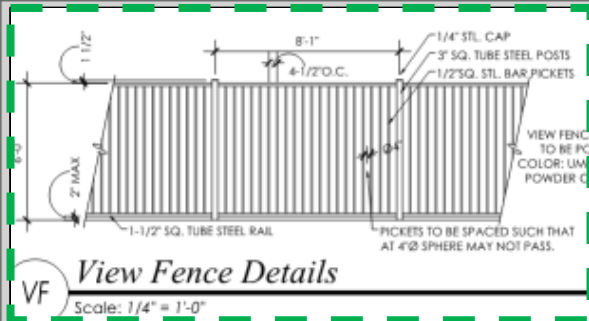
FS20-259 Unit Q Landscape

An aerial photograph of a modern campus. In the foreground, a large, curved, light-colored building with a flat roof is prominent. Behind it, several other multi-story buildings are visible, some with red brick accents. The campus is surrounded by greenery, including trees and landscaped areas. The sky is overcast with grey clouds. The overall image has a slightly faded, artistic quality.

FS20-259 Unit Q Landscape

An aerial photograph of a modern campus. In the foreground, a large, curved, light-colored building with a flat roof is prominent. Behind it, several multi-story rectangular buildings are visible. The campus is surrounded by greenery, including trees and grassy areas. The sky is overcast with soft clouds. The overall tone is muted and professional.

FS20-259 Unit Q Landscape



FS20-259 Unit Q Wall Plan

Commission Recommendation:

Approve subject to stipulations 'a' through 'c'



QUESTIONS OR COMMENTS?

Thank You