



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, December 21, 2021 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins. [Download the Call to the Public form](#) (PDF download requires Adobe Acrobat Reader) [Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.
The Call to the Public form is also available at the front counter.

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

1. Citywide Consideration and action on the minutes of December 7, 2021 Regular City Council Meeting. None

Sherry Aguilar

			City Clerk
2.	District 4	Consideration and action pertaining to approval of the Final Plat entitled, "Sunnyside Townhomes" and dated October 13, 2021, a property generally located west of North Greasewood Street and south of West Bell Road. (Case FS20-757)	None Jason Moquin Community Development
3.	District 5	Consideration and action pertaining to approval of the Final Plat entitled, "Grand Avenue Shops" and Surveyor Seal dated November 8, 2021, a property generally located west of Mountain View Boulevard and south of Grand Avenue. (Case FS21-546)	None Sergio Angulo Community Development
4.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Final Re-Plat Toll at Prasada, Unit N – Phase I Amended" and dated October 27, 2021, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue. (Case FS21-622)	None Trevor Fleetham Community Development
5.	District 6	Consideration and action pertaining to approval of the Final Plat entitled, "Skyway Commons Building D" and dated November 18, 2021, a property generally located south of Cactus Road and west of Dysart Road. (Case FS20-438)	None Chris Sexton Community Development
6.	District 1	Consideration and action pertaining to acceptance of a Quit Claim Deed from Courtland Homes for rights-of-way along 183rd Avenue and Pinnacle Peak Road.	None Lloyd Abrams Community Development
7.	District 5	Consideration and action pertaining to approval of a Quit Claim Deed to Surprise Center Development Company, LLC, for the limited purpose of releasing deed restrictions on a property generally located near Bell Road and Litchfield Road.	None Lloyd Abrams Community Development
8.	District 5	Consideration and action pertaining to approval of a Quit Claim Deed to Surprise Center Development Company, LLC, for the limited purpose of releasing deed restrictions on a property generally located near Bell Road and Litchfield Road.	None Lloyd Abrams Community Development
9.	Internal	Consideration and action pertaining to the approval of an Intergovernmental Agreement with the City of El Mirage, authorizing the City to accept funding in the amount of \$685,000 for mortgage, rental, and utility assistance, and amending the Fiscal Year 2022 Budget by moving budget authority in the amount of \$685,000 from Contingency within the Grants Fund to Project G51710 ARPA (American Rescue Plan Act); Resolution # 2021-174.	None Seth Dyson Human Svcs and Comm Vitality

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

10.	District 1	Consideration and action pertaining to approval of a lease agreement between the City of Surprise, the Arizona Army National Guard, and the Arizona Department of Emergency and Military Affairs for the	None Chris Boyd Community Development
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purpose of the State of Arizona constructing a future Surprise Readiness Center on vacant City property.

- | | | |
|----------------|--|---|
| 11. District 1 | Consideration and action directing the recordation of a blank petition setting forth the legal description and map of the proposed annexation in Case FS21-512 of approximately 93.97 acres of county land, generally located south of Pinnacle Peak Road and east of 163rd Avenue; Resolution # 2021-185. | None

Sergio Angulo
Community
Development |
|----------------|--|---|

- 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: December 16, 2021 at 1:15 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 21, 2021
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 21, 2021
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 December 7, 2021 Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Dec 7 REG

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

Tuesday, December 7, 2021 @ 6:00PM

Call To Order

Invocation

Roll Call

Mayor Hall called to order the Regular City Council Meeting of December 7, 2021 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 Duffy and Council Members: Winters, Cline, Hastings, Judd 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

Countryside Student Counsel - Isabella DeLadillo spoke

Youth Council reports

Steve Castillo from Parks and Recreation announced the winners of the Veteran's Parade.

City Manager Frazier - Pearl Harbor

1. Reports

City Clerk Report

1. Reports

1. Consideration and action to appoint applicants to fill vacancies as follows: Barbara Minick to fill the vacancy on the Board of Trustees with a term expiration of June 30, 2024 and Brent Bailey to fill the vacancy on the Parks and Recreation Commission with a term expiration of June 30, 2023 - APPROVED

Council Member Judd made the motion to approve the appointments of Barbara Minick and Brent Bailey. Council Member Cline seconded the motion. Seven yes votes, motion carried.

City Clerk Aguilar administered the Oath of Office.

Call To The Public

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Hastings made the motion to approve the consent agenda, excluding items 17 and 18. Vice Mayor Duffy seconded the motion. Seven yes votes, motion carried.

2. Consideration and action on the Regular City Council Work Session and Regular City Council Meeting minutes of November 16, 2021 - APPROVED

3. Consideration and action pertaining to approval of a Fiscal Year 2021 budget amendment to move budget authority between projects and funds and inter-fund cash transfers and loans in order to close out the Fiscal Year; Resolution # 2021-173 - APPROVED

4. Consideration and action declaring the City's intent to establish, and ordering the establishment of, the lighting improvement district known as, "City of Surprise, Arizona, Su-Sunnysidehms202 Lighting Improvement District" pursuant to A.R.S. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2021-166 - APPROVED

5. Consideration and action declaring the City's intent to enlarge, and ordering the enlargement of, an existing lighting improvement district known as, "SU-Rancho Mercado North 181" pursuant to A.R.S. Â§ 48-

616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2021-164 - APPROVED

6. Consideration and action pertaining to approval of a Streetlight Maintenance Agreement in order to provide lighting along Prasada Parkway south of Alexandria Way, within the Prasada Development; Resolution # 2021-171 - APPROVED

7. Consideration and action declaring the City's intent to establish, and ordering the establishment of the lighting improvement district known as, "City of Surprise, Arizona, Su-BrdslayN231ST203 Street Lighting Improvement District" pursuant to A.R.S. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2021-179 - APPROVED

8. Consideration and action pertaining to approval of the Final Plat entitled, Final Re-Plat Toll at Prasada, Unit H Phase 3 and dated September 22, 2021, an approximately 13.587 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS21-561 - APPROVED

9. Consideration and action pertaining to approval of the Map of Dedication entitled, W San Ysidro Road, a property generally located east of 147th Avenue and south of Happy Valley Road; Case FS19-882 - APPROVED

10. Consideration and action pertaining to approval of the Final Plat entitled, San Ysidro Acres and surveyor sealed October 7, 2021, an approximately 4.97 acre property generally located south of San Ysidro Road and east of 185th Drive; Case FS21-452 - APPROVED

11. Consideration and action pertaining to approval of the Final Plat entitled, North Copper Canyon Parcel 2.2 and dated October 7, 2021, with associated Alternative Assurance Agreement, an approximately 26.14 acre property generally located east of 183rd Avenue and south of Pinnacle Peak Road; Case FS21-504 - APPROVED

12. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2022 budget by moving budget authority in the amount of \$54,500 from Contingency within the Grants Fund for the purpose of accepting a grant from the AZ Department of Homeland Security for

travel, training, and equipment in support of the FFY2021 Urban Area Security Initiative (UASI) program; Resolution # 2021-184 - APPROVED

13. Consideration and action pertaining to approval of the City's Drought Preparedness Plan 2021 Update; Resolution # 2021-188 - APPROVED

14. Consideration and action pertaining to approval of the First Amendment to the SPA 2 East Water, Water Recharge and Wastewater Development Agreement; Resolution # 2021-178 - APPROVED

15. Consideration and action pertaining to approval of a Quit Claim Deed to Surprise Hospitality LLC, for the limited purpose of releasing deed restrictions on a property generally located near Bell Road and Civic Center Plaza - APPROVED

16. Consideration and action pertaining to acceptance of a Water Line Easement from Forestar (USA) Real Estate Group, Inc., near 155th Avenue and Happy Valley Road - APPROVED

17. Consideration and action pertaining to adoption of the 2021 Maricopa County Multi-Jurisdictional Multi-Hazard Mitigation Plan; Resolution # 2021-187 - APPROVED

Council Member Remley asked that item be removed from the consent agenda and that a presentation be conducted on this item. He commented that he wants everyone to know that we actually have a plan.

ACM, Tracy Montgomery gave a powerpoint presentation on this item.

Council Member Remley made the motion to approve Resolution 2021-187. Council Member Judd seconded the motion. Seven yes votes, motion carried.

18. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2022 Budget by moving budget authority in the amount of \$50,000 from Contingency to the Human Service & Community Vitality Department, Project N51020, from Maricopa Community College District Foundation Endowment adjustment for the renovation of the West Valley Veteran Success Center; Resolution # 2021-181 - APPROVED

Council Member Judd asked that this item be removed from the consent agenda to hear more about the services we have to offer.

Human Services & Community Vitality Director, Seth Dyson gave more detail

on this item.

Council Member Judd made the motion to approve Resolution 2021-181.
Council Member Cline seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - PUBLIC HEARING:

19. Consideration and action pertaining to approval of an amendment to the Bendalin Farms PAD, also known as Surprise Pointe Industrial/Commerce Park, to add C-2 and C-3 uses to the western portion of Parcel 6 and amend the development standards; Ordinance # 2021-25 - APPROVED

City Planner, Trever Fleetham gave a powerpoint presentation on this item.

Council Member Hastings made the motion to approve Ordinance 2021-25.
Council Member Judd seconded the motion. Seven yes votes, motion carried.

20. Consideration and action pertaining to approval of a rezone of approximately 27.41 acres of property located on the southeast corner of Happy Valley Road and 158th Avenue from Rural Residential (RR) to Residential High Density (R-3); Ordinance # 2021-26 - APPROVED

Lloyd Abrams gave a powerpoint presentation on this item.

Council Member Winters made the motion to approve Ordinance 2021-26.
Council Member Cline seconded the motion. Seven yes votes, motion carried.

21. Consideration and action pertaining to the approval of a major amendment to the General Plan 2035 land use map by changing the land use designation from Commerce and Office to Neighborhood Character for approximately 190.54 acres of property generally located south of Pinnacle Peak Road, east of 163rd Avenue, and north of Grand Avenue; Resolution # 2021-175 - APPROVED

Lloyd Abrams gave a powerpoint presentation on this item.

Council Member Cline had a question for the commercial section of the property. Concerns about reducing the amount of commercial property. Concerns about infrastructure and flooding on this corner.

Council Member Winters made the motion to approve Resolution 2021-175.

Council Member Cline seconded the motion. Six yes votes, one no vote (Judd), motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

22. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2022 budget by moving budget authority in the amount of \$100,000 from services in the Water Operations Fund to Project P71430 SRP Cost Share Agreement and amending the Fiscal Year 2022 Contract Awarding Authority List, Resolution #2021-186 - APPROVED

Michael Boule and Lee Lambert gave a powerpoint presentation on items 22 and 27.

Council Member Judd commented that he loves this idea but Bartlett Lake is a long ways away, appreciate the explanation. Questioned the funds and distribution.

Council Member Remley asked for clarification on the 1st slide for water needs for future years.

Council Member Cline thanked staff for being forward thinking on this issue. It is always good to have a diversification plan.

Vice Mayor Duffy said this is a smart decision, we are planning for the future. The risk of not doing anything far out ways not trying to do something.

Council Member Winters commented that Surprise has always had a good handle on water allocation, so I am pleased with this.

Council Member Hastings sometimes we forget that w live in a desert. How many other cities are participating with this?

Phoenix, Mesa to name a few.

Council Member Judd made the motion to approve Resolution 2021-186. Vice Mayor Judd seconded the motion. Seven yes votes, motion carried.

23. Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment allocating revenue and expense appropriations pursuant to an award from the American Rescue Plan Act of 2021 in the amount of \$15,545,984, Resolution # 2021-189 - APPROVED

Finance Director, Andrea Davis gave a powerpoint presentation on this item.

Council Member Remley commented that he hopes that we use this funding wisely, we take a hard look at this is where it needs to go.

Council Member Judd - didn't we come up with a plan to pay ourselves back?

Mayor Hall commented that we are a little frustrated about the time it is taking to get this project going.

Council Member Cline thanked Andrea for the presentation, it makes sense. I'm very excited we are expanding our rent and utility assistance program.

Council Member Hastings asked questions about the park improvements slide.

Council Member Judd made the motion to approve Resolution 2021-189. Council Member Cline seconded the motion. Seven yes votes, motion carried.

24. Consideration and action pertaining to the Preliminary Plat entitled, Unit K Phase 3 Toll at Prasada and dated September 7, 2021, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS21-399.

City Planner, Trever Fleetham reported on this item.

Vice Mayor Duffy made the motion to approve the Preliminary Plat entitled Unit K Phase 3, Toll at Prasada. Council Member Cline seconded the motion. Seven yes votes, motion carried.

25. Consideration and action pertaining to the Preliminary Plat entitled, Enclave I & Enclave II and dated September 2, 2021, a property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS21-262 - APPROVED

City Planner, Trever Fleetham gave a powerpoint presentation on this item.

Council Member Winters made the motion to approve Preliminary Plat Entitled Enclave I and Enclave II. Council Member Cline seconded the motion. Seven yes votes, motion carried.

26. Consideration and action pertaining to the Preliminary Plat entitled, Paloma Creek Phase 5 & Enclave III and dated September 29, 2021, a property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS21-271 - APPROVED

City Planner, Trever Fleetham gave a powerpoint presentation on this item.

Council Member Winters made the motion to approve Preliminary Plat entitled Paloma Creek Phase 5 and Enclave III. Council Member Cline seconded the motion. Seven yes votes, motion carried.

27. Consideration and action pertaining to approval of an Agreement with the Salt River Project Agricultural Improvement and Power District to cost-share in the feasibility study of Bartlett Dam modification alternatives; Resolution # 2021-182 - APPROVED

Michael Boule and Lee Lambert gave a powerpoint presentation on items 22 and 27.

Council Member Judd made the motion to approve Resolution 2021-182. Vice Mayor Duffy seconded the motion. Seven yes votes, motion carried.

28. Consideration and action pertaining to the Preliminary Plat entitled, "Heritage Asante â€œ Parcel 9" and dated August 2021, a property generally located on the southwest corner of Pat Tillman Boulevard and Asante Boulevard; Case FS21-220 - APPROVED

City Planner, Jason Moquin gave a powerpoint presentation on this item.

Council Member Winters made the motion to approve Preliminary Plat entitled Heritage Asante Parcel 9. Council Member Cline seconded the motion. Seven yes votes, motion carried.

29. Consideration and action pertaining to the Preliminary Plat entitled, "Ellen Ranch" and dated August 11, 2021, a property generally located on the northeast corner of Happy Valley Road and 163rd Avenue; Case FS21-251 - APPROVED

Council Member Remley asked if there was a pool planned for this development?

The applicant replied " Yes".

Council Member Remley asked about the parking in amenity area?

Yes correct.

Council Member Winters made the motion to approve Preliminary Plat Ellen Ranch. Council Member Cline seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

Mayor Hall - requested a presentation regarding Project completion times

City Council Reports

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

Council Member Hastings - Meet and greet at Sweet Tea this Saturday; next Tuesday, ribbon cutting for fire stations 304 & 308; Groundbreaking at Prasada.

Council Member Remley - Wish everyone a Merry Christmas and to not forget about your neighbors.

Vice Mayor Duffy - Large ground breaking at Prasada area, thanked staff for this efforts; CM Judd and I had a meet and greet at 8 a.m.

Council Member Cline - Nov. 23rd, last months meeting with Asst. Police Chief citizens on patrol program; attended skyways common development; attended english language learning event;

Council Member Winters - Pearl Harbor Day

Council Member Judd - thanked Chris Boyd and team; White Tanks Conservatory report;

Mayor Hall - Thanked staff for their efforts at the Surprise Party.

Executive Session

Adjournment

Council Member Cline made the motion to adjourn the Regular City Council Meeting of December 7, 2021 at 7:54 PM. Council Member Judd 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, December 7, 2021.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 21, 2021 Contact Person: Jason Moquin, Planning Manager
Submitting Department: Community Development District: District 4
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Sunnyside Townhomes” and dated October 13, 2021, a property generally located west of North Greasewood Street and south of West Bell Road. (Case FS20-757)

Motion:

I move to approve the Final Plat entitled, “Sunnyside Townhomes” and dated October 13, 2021.

Background:

David Bohn, on behalf of BFH Group seeks approval of a Final Plat for a 148-unit multi-family residential townhome cluster subdivision in the Surprise Heritage District Commercial Overlay (SHD-CO) Zone.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00- FS20-757- Sunnyside Townhomes Final Plat Staff Report 122121
 2. 01 FS20-757 Sunnyside Townhomes - Vicinity Map
 3. 02 FS20-757 Sunnyside Townhomes - Zoning Map
 4. 03 FS20-757 Sunnyside Townhomes - Final Plat
 5. 04 FS20-757 Sunnyside Townhomes - Luke AFB Letter
 6. FS20-757 Powerpoint Presentation 12.21.21
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS20-757

Project Name: Sunnyside Townhomes - Final Plat

Council District: 4- Mulberry

City Council Date: December 21, 2021

Planner: Jason Moquin, Planning Manager

Owner: Garrett Seely, FIG Development

Applicant: David Bohn, BFH Group

Request: Final Plat for a 148-unit multi-family residential townhome cluster subdivision in the Surprise Heritage District in the Commercial Overlay (SHD-CO) Zone.

Site Location: Generally located west of North Greasewood Street and south of West Bell Road

Site Size: 9.92 gross acres (approx.)

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035
- The proposed Final Plat is consistent with the Surprise Unified Development Code.

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

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

36 **Additional Information:**

37
38 David Bohn of BFH Group on behalf of FIG Development requests approval of the Final
39 Plat for Sunnyside Townhomes. The subject property is located west of Greasewood
40 Street and south of Bell Road. The subject property is zoned Surprise Heritage District
41 in the Commercial Overlay zone (SHD-CO); however, is designed in accordance with the
42 Surprise Unified Development Code (SUDC) R-3 Multiple Family Residential development
43 standards as the R-3 designation was in effect at the time the project was initiated.
44

45 The applicant proposes 148 multifamily units as a townhome cluster project over
46 approximately 9.92 acres for a gross density of 14.91 dwelling units per acre. A townhome
47 cluster under the SUDC is defined as a building with three or more non-communicating
48 attached one-family units placed side by side and back to back. Each building, as shown on
49 the final plat, contains three or more one-family units in twenty-nine buildings with attached
50 two-car garages.
51

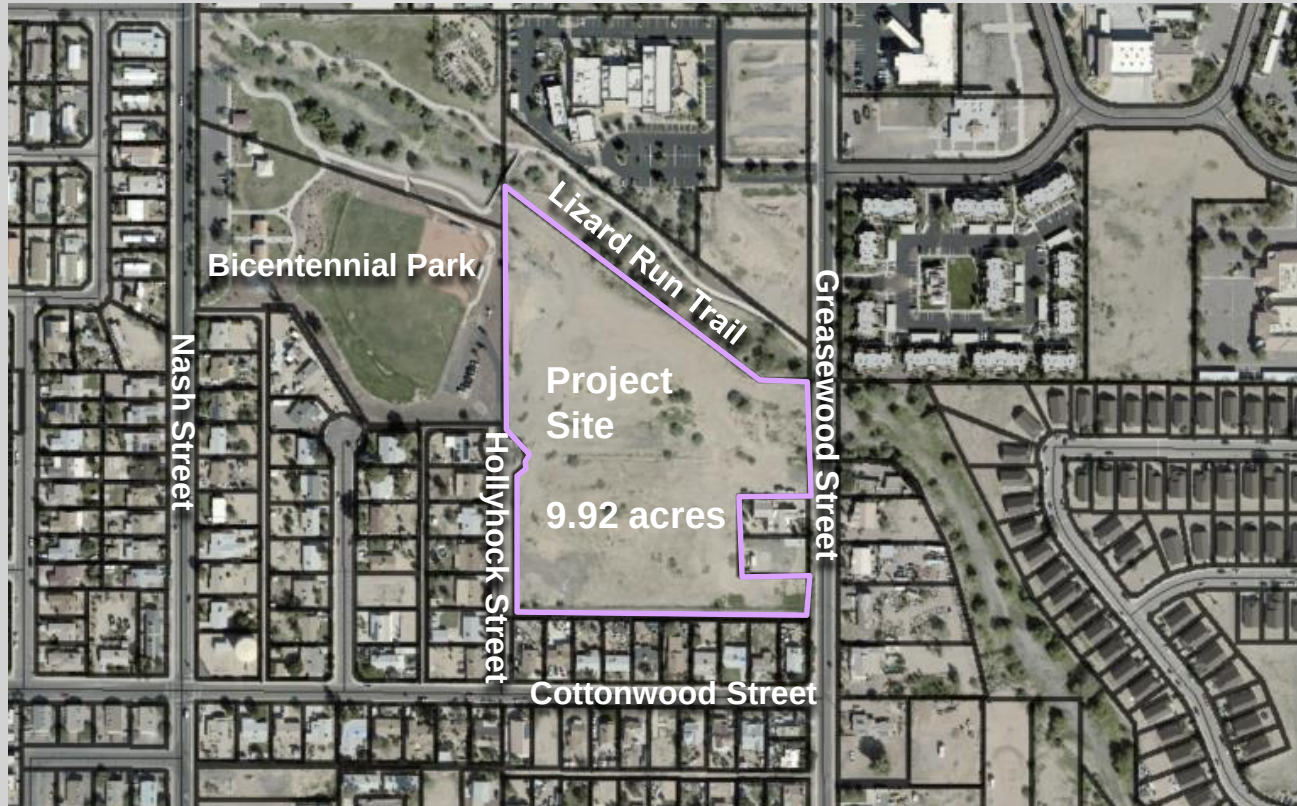
52 The project is designed as a comprehensive multi-family community with amenities placed
53 at strategic locations that include a 1,450 square foot clubhouse that will accommodate two
54 accessible restrooms, a pool, a fitness room and leasing office plus a covered breezeway to
55 enter into the gated pool area. The other two amenities areas provide a tot lot and picnic
56 table. Additionally, the amenity area located in the northerly section of the project will have
57 a pedestrian gate for access to enter Bicentennial Park site.
58

59 The proposed Final Plat facilitates the aforementioned development and is in compliance
60 with the Surprise General Plan and Surprise Unified Development Code.
61

62 **Attachments:**

- 63
64 01 Vicinity Map
65 02 Zoning Map
66 03 Final Plat
67 04 Luke AFB Letter
68

VICINITY MAP



SURROUNDING ZONING



A PORTION OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST,
OF THE GILA & SALT RIVER BASE & MERIDIAN,
MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA
COUNTY OF MARICOPA

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAY, THE EASEMENT 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 MANIFEST ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

FIG RIVER PARK LLC, A UTAH LIMITED LIABILITY COMPANY

10

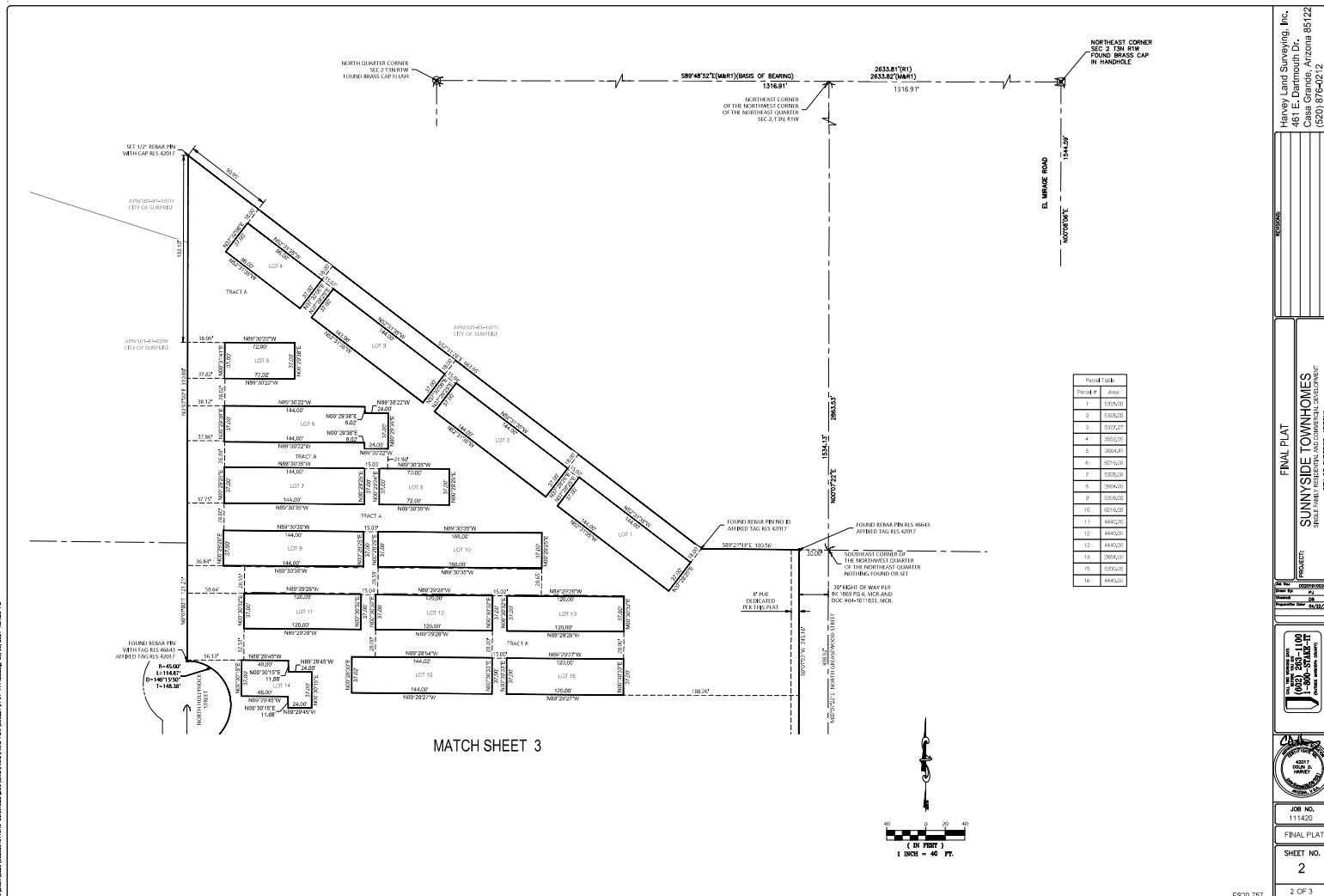
[illegible]

MY COMMISSION EXPIRES: _____

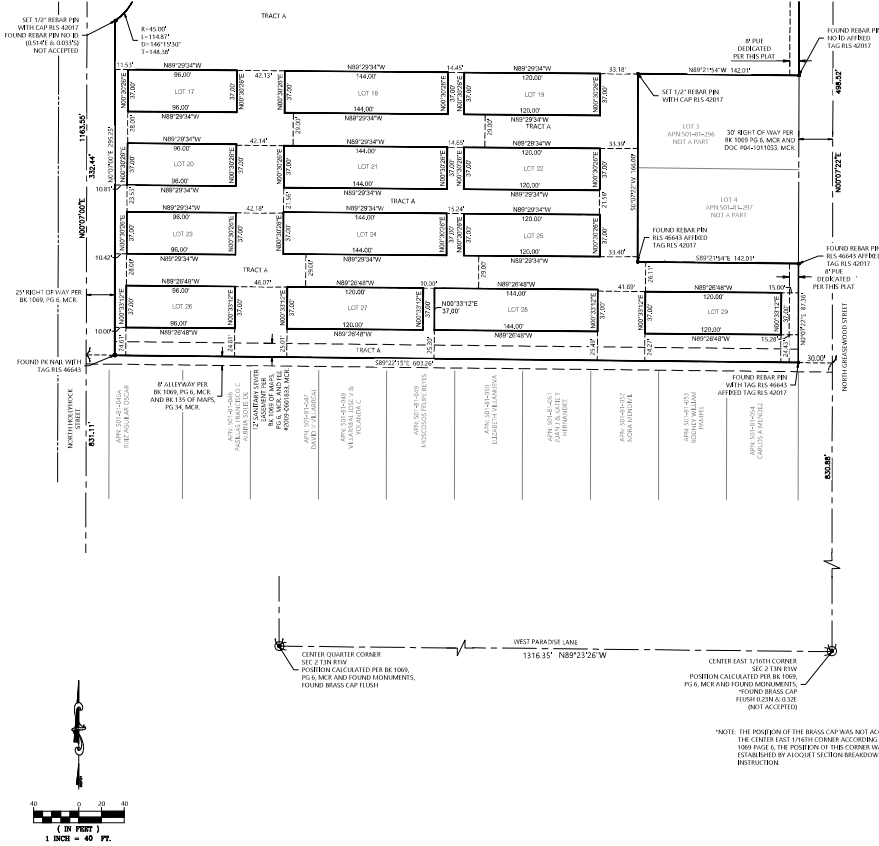
6. THIS PLAT SUPERSEDES AND REPLACES THE FINAL PLAT FOR LIZARD RUN PLANNED AREA DEVELOPMENT RECORDED IN PLAT BOOK 1069 OF MAPS, PAGE 6, AS TO LOTS 1 AND 2 THEREIN.



1 OF 3



MATCH SHEET 2



Parcel #	Area
17	4445.30
18	4445.30
19	4445.30
20	4445.30
21	4445.30
22	4445.30
23	4445.30
24	4445.30
25	4445.30
26	4445.30
27	4445.30
28	4445.30
29	4445.30

*NOTE: THE POSITION OF THE BRASS CAP WAS NOT ACCEPTED AS THE CENTER EAST 1/4 CORNER ACCORDING TO BOOK 1000 PAGE 4. THE POSITION OF THE CORNER WAS ESTABLISHED BY ALCOHET SECTION BROADWAY PER BLM RESTRICTION.

Harvey Land Surveying, Inc.
461 E. Darmouth Dr.
Casa Grande, Arizona 85122
(520) 876-0212

FINAL PLAT
SUNNYSIDE TOWNHOMES
BRIDGE FAMILY RESIDENTIAL AND COMMERCIAL DEVELOPMENT
CITY OF GILBERT, ARIZONA

PROJECT
SUNNYSIDE TOWNHOMES
BRIDGE FAMILY RESIDENTIAL AND COMMERCIAL DEVELOPMENT
CITY OF GILBERT, ARIZONA

SCALE: 1" = 40' (GRAPHIC SCALE)
1" = 40' (GRAPHIC SCALE)
1" = 40' (GRAPHIC SCALE)

DATE: 05/20/2021
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

JOB NO.
111420
FINAL PLAT
SHEET NO.
3
3 OF 3

FS20-757



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

17 December 2020

Mr. Christopher Toale
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Nichole Flores
Planning Project Coordinator
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS20-757; Sunnyside Townhomes (APNs: 501-81-294, 501-81-295)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the site plan application for the Sunnyside Townhomes development. The site is located on approximately 8.8 acres of undeveloped land at 16400 N. Greasewood St in Surprise AZ. This request is to develop a 148 unit rental community with an overall density of 17 du/ac. The site is located approximately 2.6 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461, and falls inside and outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. This project with a density of 17 du/ac does not fall within these guidelines. However, the City of Surprise previously requested that Luke AFB use the larger area of the entire Heritage District Overlay in evaluating this development. By completing this parcel as proposed, the City of Surprise guarantees the overall density of the Heritage District does not grow beyond our previously agreed density of 8 du/ac. Given that stipulation, Sunnyside Townhomes will not negatively impact the flying operations at Luke AFB.

Although these parcels will be located inside and outside the "territory in the vicinity of a military airport," they will still be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential residents about Luke AFB operations.

If there are any questions, please contact my Community Planner, Mr. Mark James at (623) 856-9981.

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165

Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2020.12.22 10:38:50 -0700

CHRISTOPHER P. TOALE

cc:

Colonel Luke B. Casper, Vice Commander, 56th Fighter Wing

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



FS20-757

Sunnyside Townhomes – Final Plat

City Council
December 21, 2021



Sunnyside Townhomes

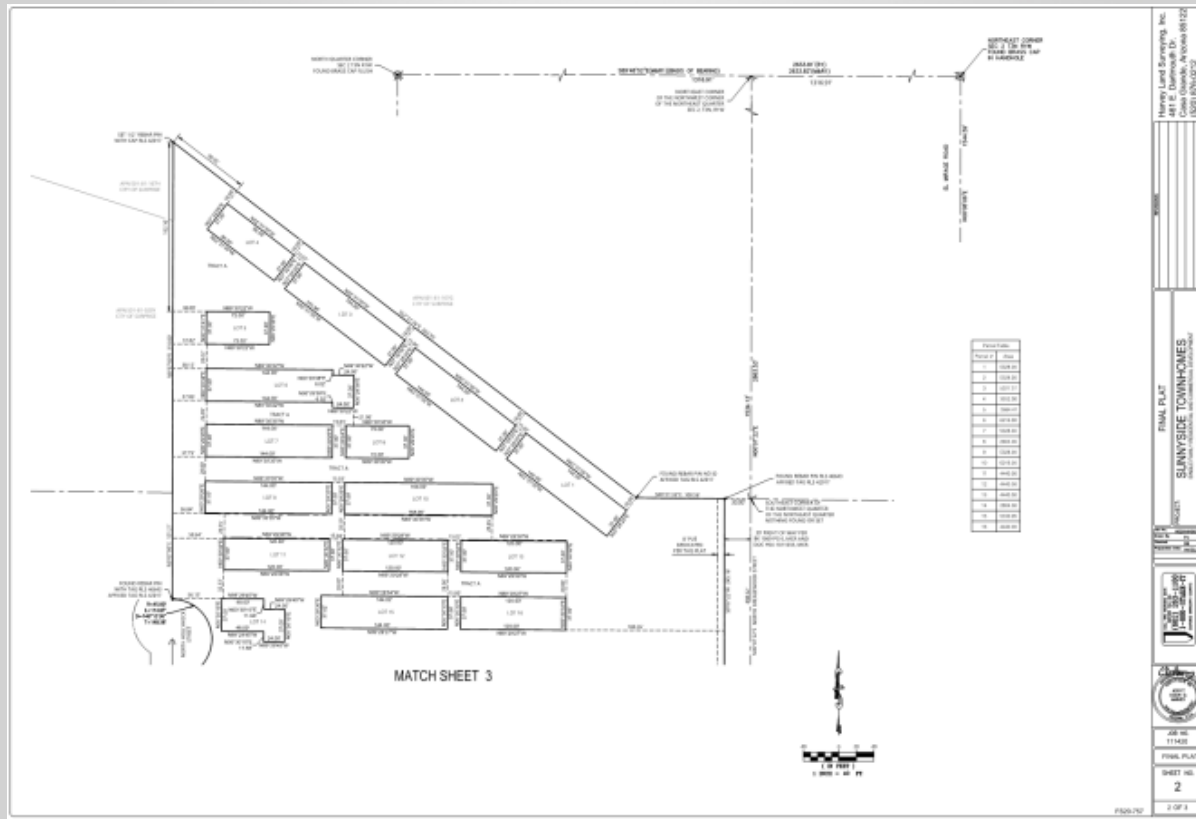
FS20-757 Vicinity Map

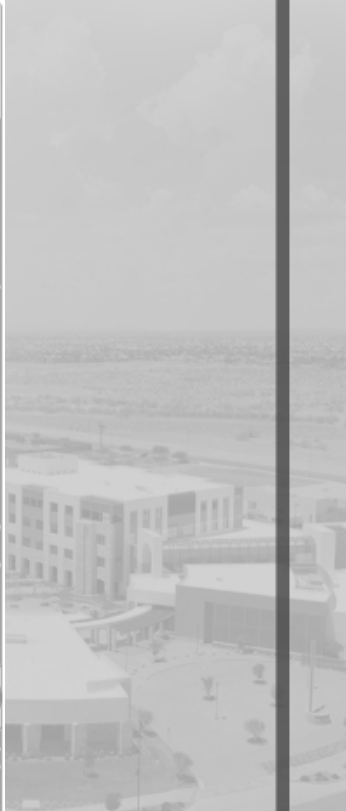


Sunnyside Townhomes

FS20-757 Zoning Map

Final Plat







QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 21, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 5
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Grand Avenue Shops" and Surveyor Seal dated November 8, 2021, a property generally located west of Mountain View Boulevard and south of Grand Avenue. (Case FS21-546)

Motion:

I move to approve the Final Plat entitled, "Grand Avenue Shops" and Surveyor Seal dated November 8, 2021.

Background:

William Malik Hammock with Viaone Design Build, seeks approval of a Final Plat to subdivide a 3.88-acre parcel into three (3) lots for the development of Dunkin Donuts and Federico's Mexican Cuisine drive-thru facilities.

Objective Analysis:

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

Policy Compliant:

The requested Final Plat is consistent with the LDO 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 - FS21-546 Dunkin Donuts & Federicos Drive Thrus - Final Plat - Staff Report
 2. 01 - FS21-546 Dunkin Donuts & Federicos Drive Thrus - Final Plat - Vicinity Map
 3. 02 - FS21-546 Dunkin Donuts & Federicos Drive Thrus - Final Plat - Zoning Map
 4. 03 - FS21-546 Dunkin Donuts & Federicos Drive Thrus - Final Plat
 5. FS21-546 Dunkin & Federicos Drive Thrus - Final Plat
-

Case: FS21-546

Project Name: Dunkin' Donuts & Federico's Mexican Cuisine Drive-Thrus – Final Plat

Council District: 5 - Palm

City Council Date: December 21, 2021

Planner: Sergio Angulo, Planner II

Owner: E&V Investments, LLC

Applicant: VIAONE Design Build

Request: Final Plat to re-plat Lot 4 of Grand Avenue Professional Plaza into three (3) new lots.

Site Location: Generally located west of the intersection of Grand Avenue and Mountain View Boulevard

Site Size: 3.88 acres (approx.)

Density: N/A

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Land Development Ordinance (LDO).

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

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

Additional Information:

38 VIAONE Design Build, on behalf of E&V Investments, LLC, seeks approval of a Final Plat to re-plat Lot
39 4 of Grand Avenue Professional Plaza. The subject property is approximately 3.88 acres and it is
40 located west of the intersection of Grand Avenue and Mountain View Boulevard. The subject
41 property is zoned Community Commercial (C-2).

42

43 This Final Plat subdivides Lot 4 of the Grand Avenue Professional Plaza into three (3) new lots; Lots
44 4A, 4B, and 4C. Lot 4A has a proposed size of 0.476 acres, Lot 4B 0.762 acres, and Lot 4C of 2.642
45 acres. The applicant proposes a new Dunkin Donuts drive-thru in Lot 4A and a new Federico's
46 Mexican Food Restaurant with a drive-thru in Lot 4B. Lot 4C will remain vacant. The Conditional Use
47 Permit application for the proposed Dunkin Donuts drive-thru and Federico's Mexican Food drive-
48 thru facilities was reviewed in conjunction with this Final Plat application and heard by the Planning
49 and Zoning Commission on December 2, 2021. This Final Plat does not dedicate any new right-of-way
50 and complies with the LDO.

51

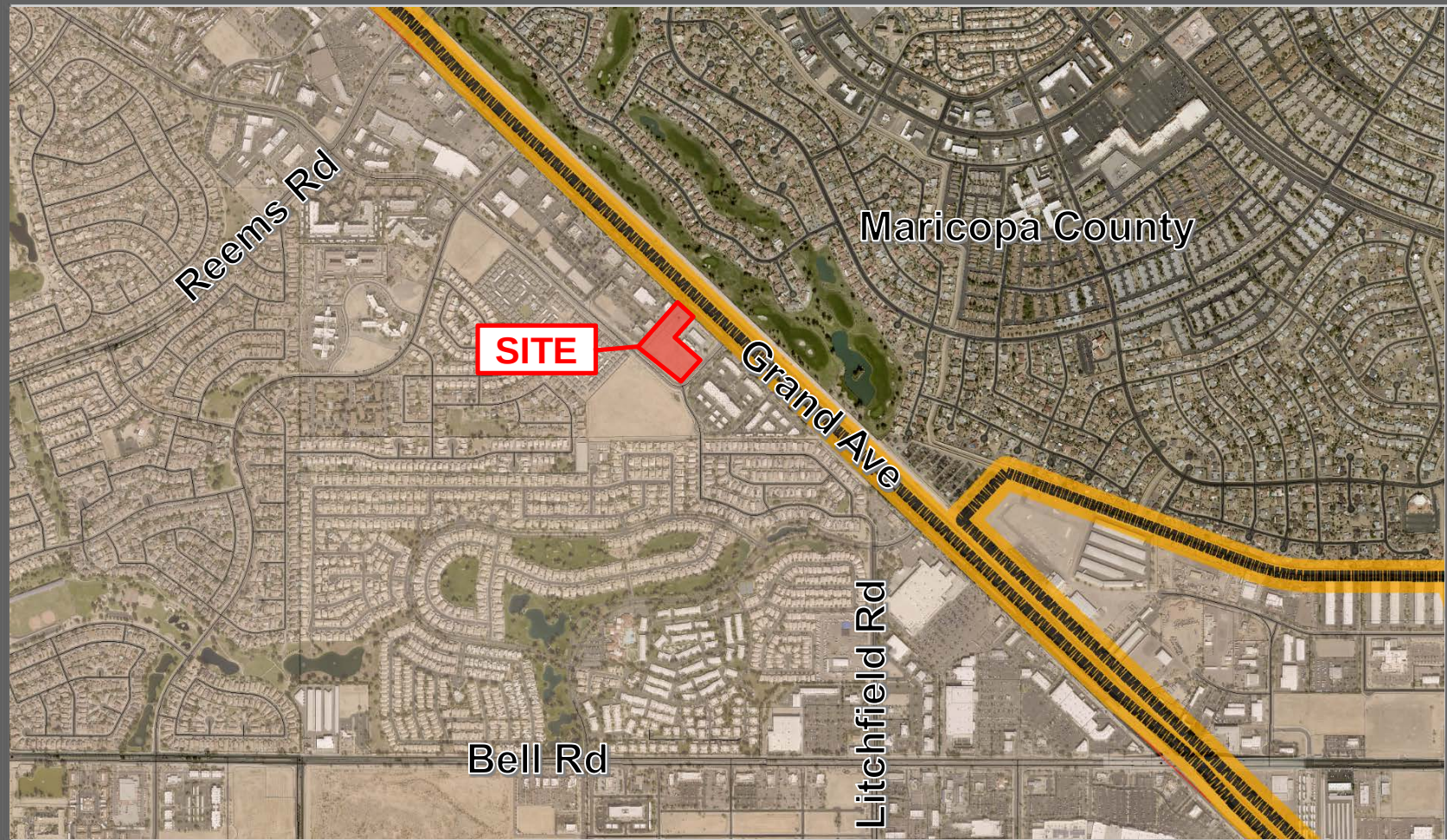
52 **Attachments:**

53

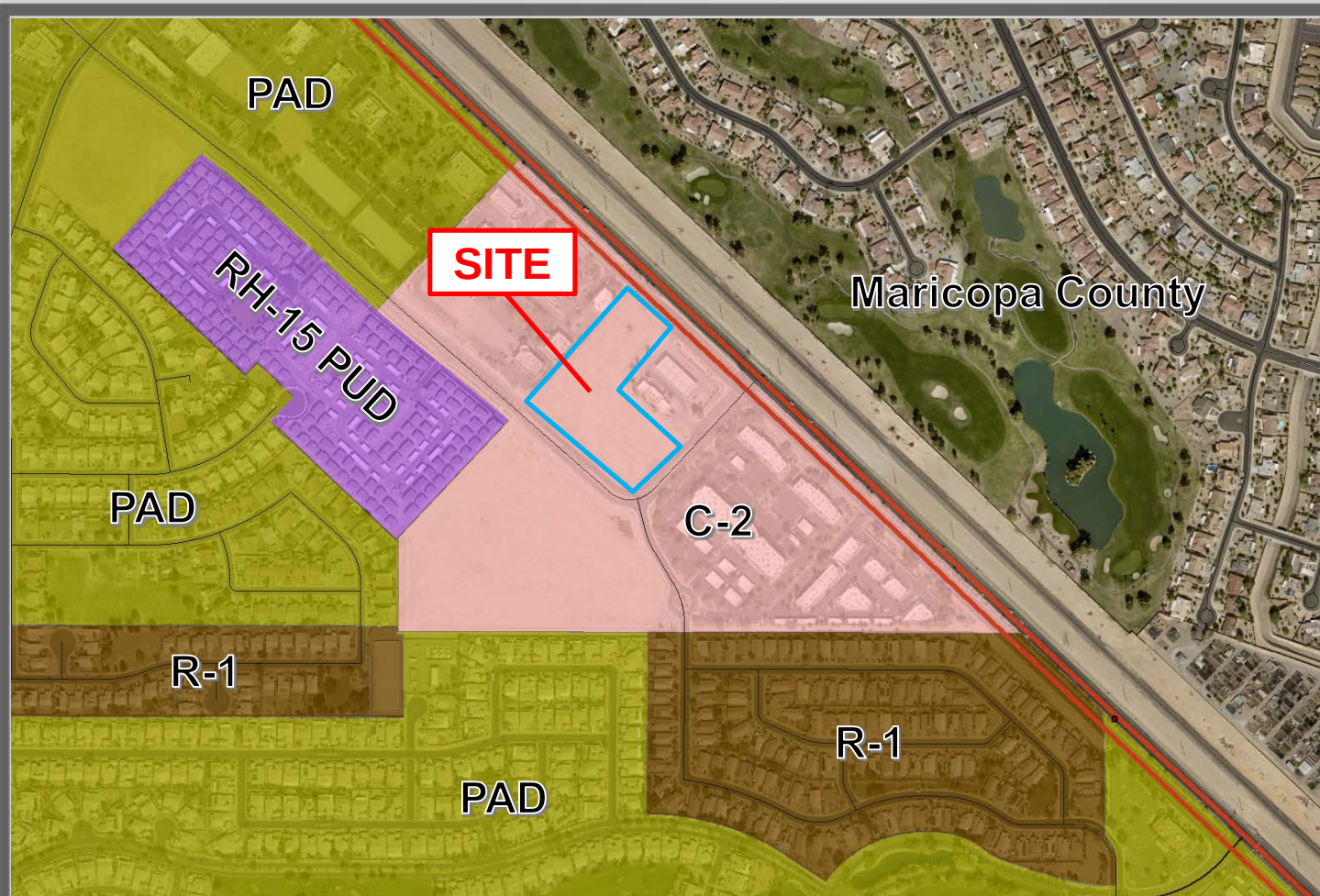
54 01 Vicinity Map

55 02 Zoning Map

56 03 Final Plat



FS21-546 VICINITY MAP



FS21-546 ZONING MAP

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOWN ALL MEN BY THESE PRESENTS:

THAT THE E & V INVESTMENTS, AN ARIZONA LIMITED LIABILITY COMPANY AND VITO ANCONA AND PROVIDENZA ANCONA, AS OWNERS OF LOT 4A, 4B AND 4C, HAS SUBDIVIDED UNDER THE NAME OF "GRAND AVENUE SHOPS", A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

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.

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

IN WITNESS WHEREOF:

E & V INVESTMENTS, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

ITS: _____

VITO ANCONA _____ DATE: _____

BY: _____ DATE: _____

PROVIDENZA ANCONA

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED _____ AND WHOM ACKNOWLEDGE THEMSELVES TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE HEREON CONTAINED.

IN WITNESS WHEREOF: I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED _____ AND WHOM ACKNOWLEDGE THEMSELVES TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE HEREON CONTAINED.

IN WITNESS WHEREOF: I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED _____ AND WHOM ACKNOWLEDGE THEMSELVES TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE HEREON CONTAINED.

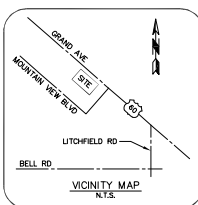
IN WITNESS WHEREOF: I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

FINAL PLAT OF "GRAND AVENUE SHOPS"

A REPLAT OF LOT 4, OF LOTS 4 AND 5 OF GRAND AVENUE PROFESSIONAL PLAZA, ACCORDING TO BOOK 1024 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



RELEASE OF LIABILITY

E & V INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND VITO ANCONA AND PROVIDENZA ANCONA, "OWNERS" DO HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNERS 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 PERSONS OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

NOTES

- THE PROPERTY OWNERS, OR SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
- THE PROPERTY LIES WITHIN ZONE "X" AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 040312140L, DATED OCTOBER 16, 2013.
- DEVELOPMENT OF EACH PARCEL SHALL BE IN ACCORDANCE WITH THE CITY OF SURPRISE LAND DEVELOPMENT ORDINANCE (LDO).
- THE ROADS DESIGNATED AS "PRIVATE" ARE PRIVATE ROADS, OWNED, MAINTAINED AND REPAIRED BY OWNER OF THE HOMEOWNER'S ASSOCIATION FORMED BY THE OWNER AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE".
- 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 14752, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE 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.

REFERENCE DOCUMENTS

FINAL PLAT OF "GRAND AVENUE PROFESSIONAL PLAZA, AMENDED", BOOK 652 OF MAPS, PAGE 29, M.C.R.

REPLAT OF "LOTS 4 & 5 OF GRAND AVENUE PROFESSIONAL PLAZA", BOOK 1024 OF MAPS, PAGE 15, M.C.R.

PARCENT PARCEL LEGAL DESCRIPTION

LOT 4, OF LOTS 4 & 5 OF GRAND AVENUE PROFESSIONAL PLAZA, ACCORDING TO BOOK 1024 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA. EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2016-0434452, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING

THE SOUTHERLY LINE OF LOT 4, AS SHOWN ON THE REPLAT OF LOTS 4 AND 5 OF "GRAND AVENUE PROFESSIONAL PLAZA", RECORDED IN BOOK 1024 OF MAPS, PAGE 15.

BEARING=N47° 50' 06"W

OWNER

E & V INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY
VITO ANCONA AND PROVIDENZA ANCONA

3120 W. CAREFREE HIGHWAY SUITE 1-694
PHOENIX, AZ 85066

PUBLIC NOTICE

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

SURVEYOR'S NOTES

- ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO: 06191704-128-04 EFFECTIVE DATE: 01/21/2021.
- THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD OF TECHNICAL REGISTRATION IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS THAT ARE SUBJECT OF THIS CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

CITY OF SURPRISE ENGINEER APPROVAL

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

CITY ENGINEER _____ DATE _____

CITY OF SURPRISE COUNCIL APPROVAL

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

ATTES:

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

LAND SURVEYOR'S CERTIFICATION

I, MARK J. GRIM, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2021 AND THE MONUMENTS EXIST AS SHOWN HEREON.

MARK J. GRIM RLS # 51989 11/06/21
DATE



FINAL PLAT OF "GRAND AVENUE SHOPS"

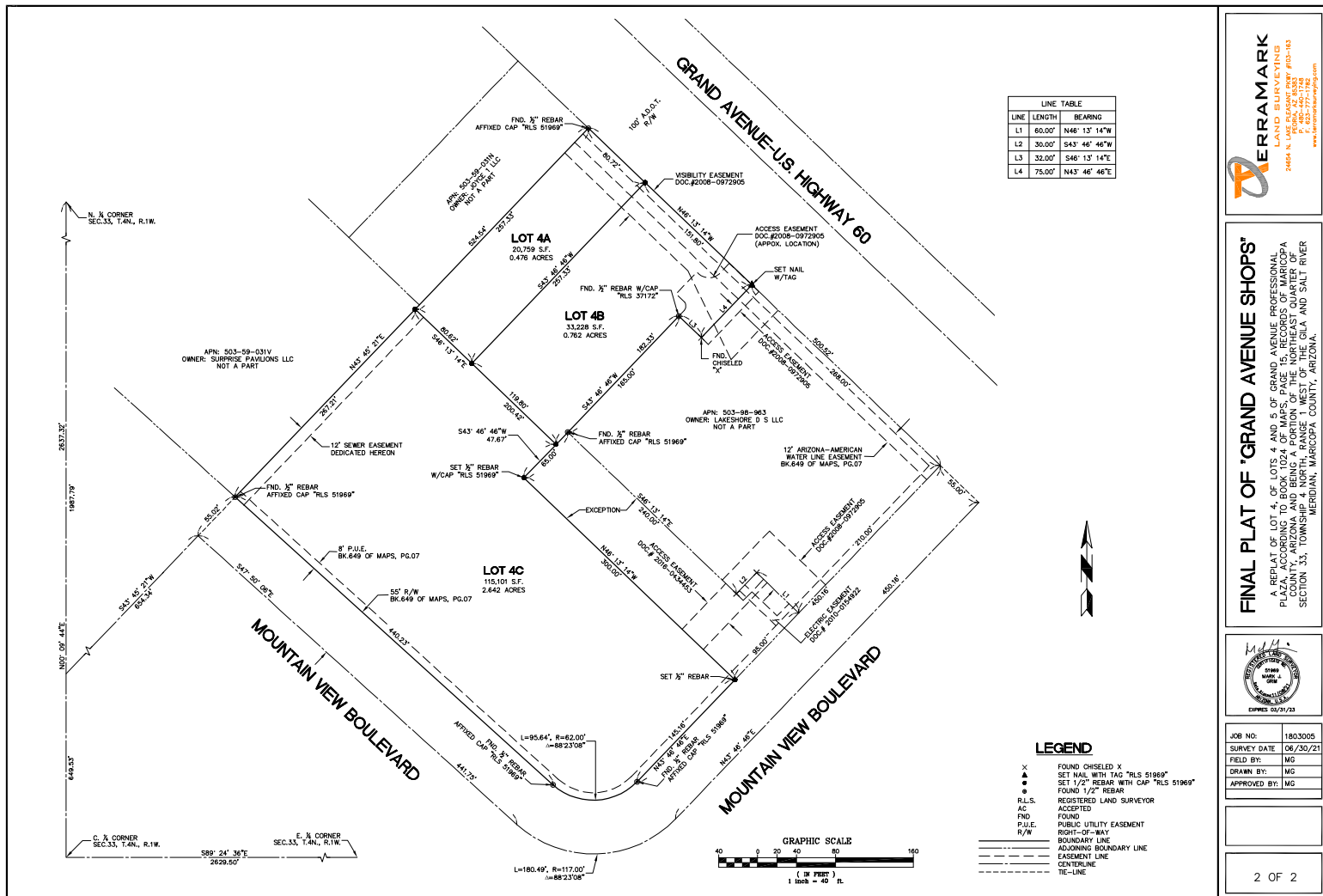
A REPLAT OF LOT 4, OF LOTS 4 AND 5 OF GRAND AVENUE PROFESSIONAL PLAZA, ACCORDING TO BOOK 1024 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA. EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2016-0434452, RECORDS OF MARICOPA COUNTY, ARIZONA.



JOB NO: 1803005
SURVEY DATE: 06/30/21
FIELD BY: MG
DRAWN BY: MG
APPROVED BY: MG

1 OF 2

FB21-548



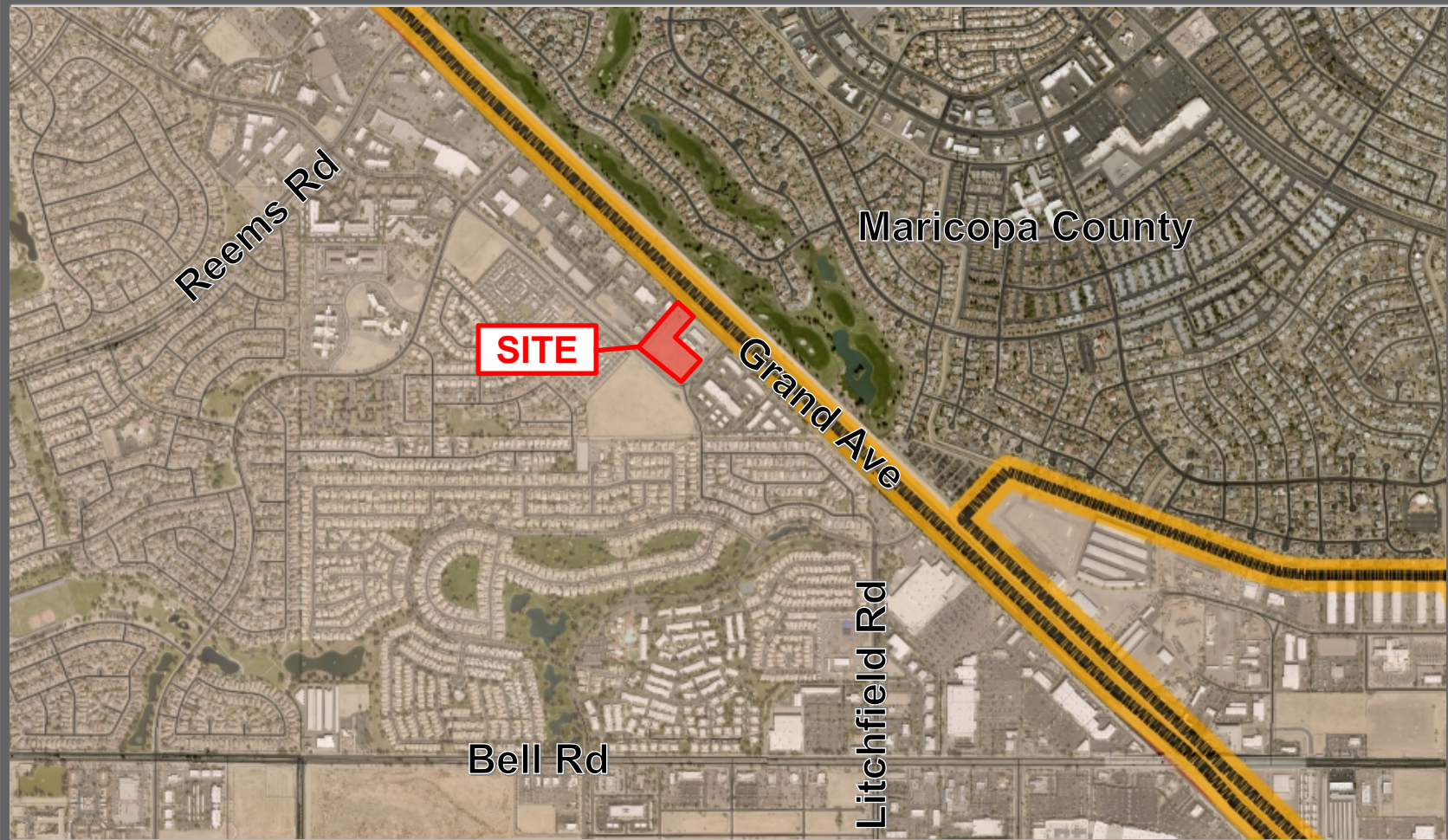


FS21-546

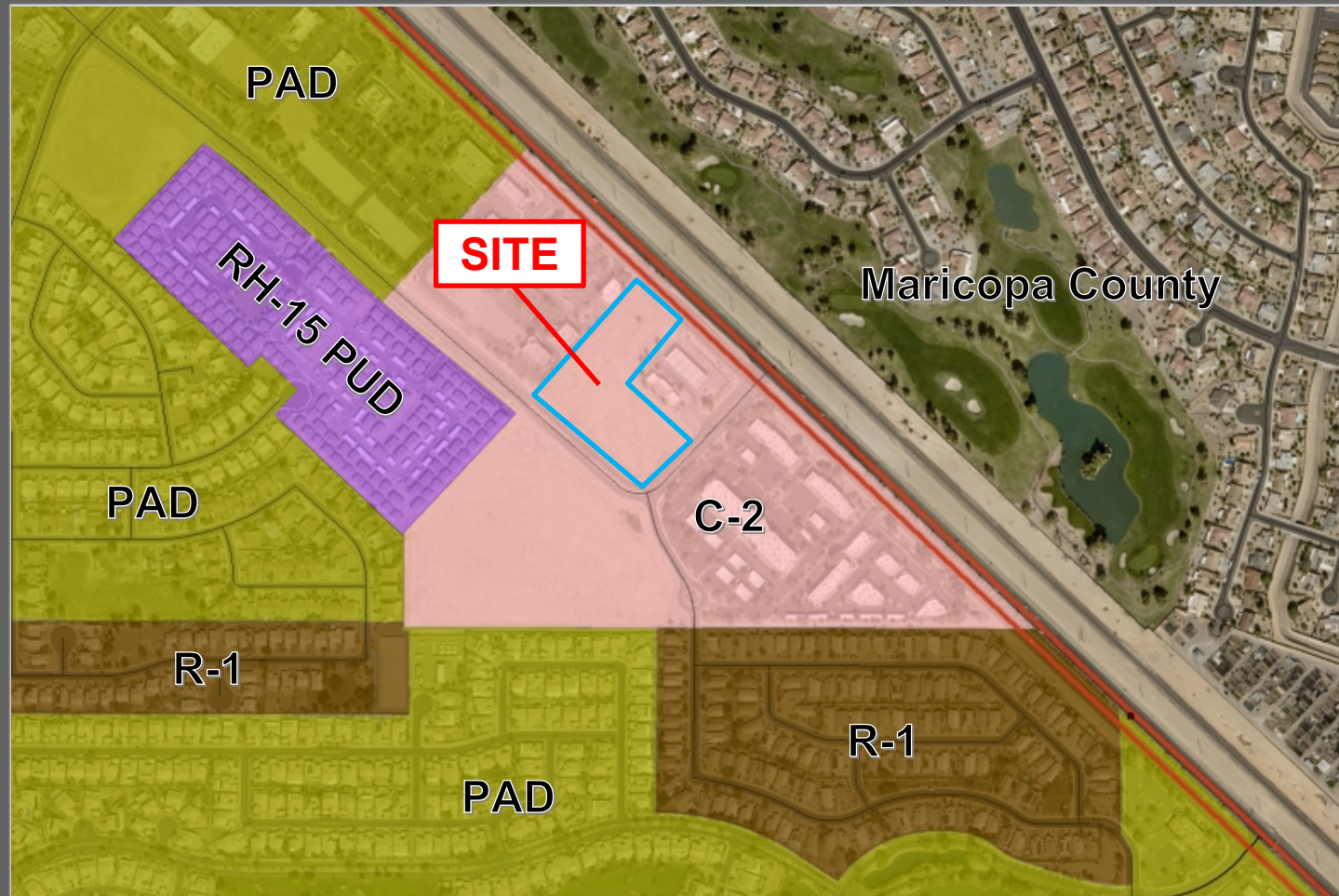
**Dunkin' & Federico's Drive-Thrus
Final Plat**

City Council

December 21, 2021

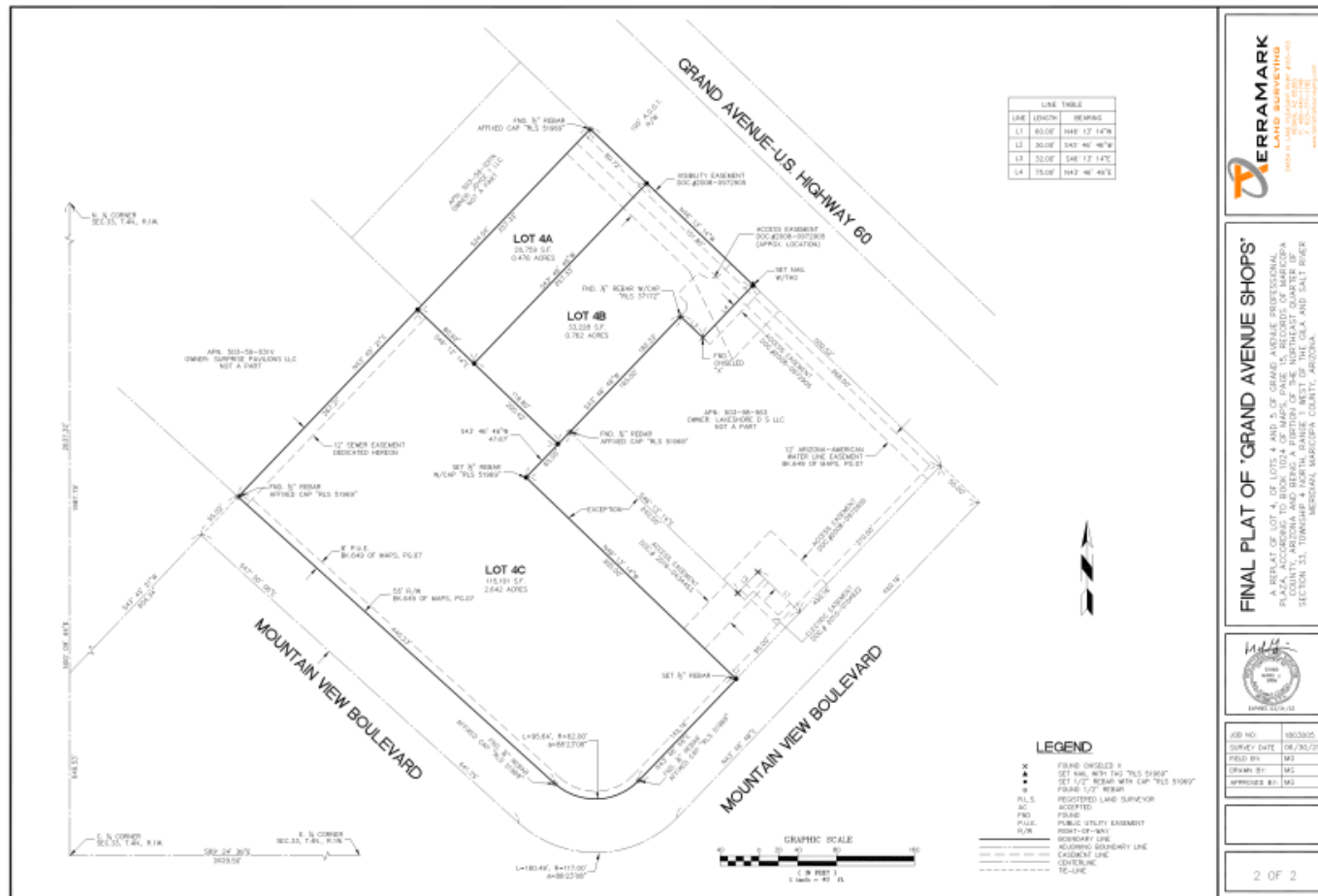


FS21-546 VICINITY MAP



FS21-546 ZONING MAP





FS21-546 FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 21, 2021 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Final Re-Plat Toll at Prasada, Unit N – Phase I Amended" and dated October 27, 2021, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue. (Case FS21-622)

Motion:

I move to approve the Final Plat entitled "Final Re-Plat Toll at Prasada, Unit N – Phase I Amended" and dated October 27, 2021.

Background:

The subject request involves a Re-Plat for Unit N of the Toll at Prasada project. Unit N Phase I was previously platted under case FS20-586, MCR 1586-21. The subject request will reconfigure the lot layout, removing the 5-packs, but will not change the total lot count within the subdivision.

Objective Analysis:

The subject Final Plat meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the LDO. 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 4.039 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 within the 0-6 DU/Ac ribbon of the Luke Air Force Base Graduated Density Concept; 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 staff levels.

ATTACHMENTS:

1. 00 - FS21-622 Toll at Prasada Unit N Re-Plat - Staff Report 122121 CC
 2. 01 - FS21-622 Toll at Prasada Unit N Re-Plat - Vicinity Map
 3. 02 - FS21-622 Toll at Prasada Unit N Re-Plat - Case Map
 4. 03 - FS21-622 Toll at Prasada Unit N Re-Plat - Final Plat
 5. FS21-622 Toll at Prasada Unit N Re-Plat Presentation 122121 CC
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS21-622

Project Name: Toll at Prasada Unit N Phase 1 Re-Plat

Council District: 3 - Mesquite

Meeting Date: December 21, 2021

Planner: Trever Fleetham, AICP

Owner: Toll Prasada, LLC

Applicant: Aaron Insco of Toll Bros, Inc.

Request: A Re-Plat of Toll at Prasada Unit N Phase 1 in the Prasada PAD

Site Location: Generally located west of Cotton Lane, between Cactus Road and Peoria Avenue

Lot Yield: 64

Area: 15.8438 acres

Density: 4.039 DU/Ac.

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

Support/Opposition: None known

Findings:

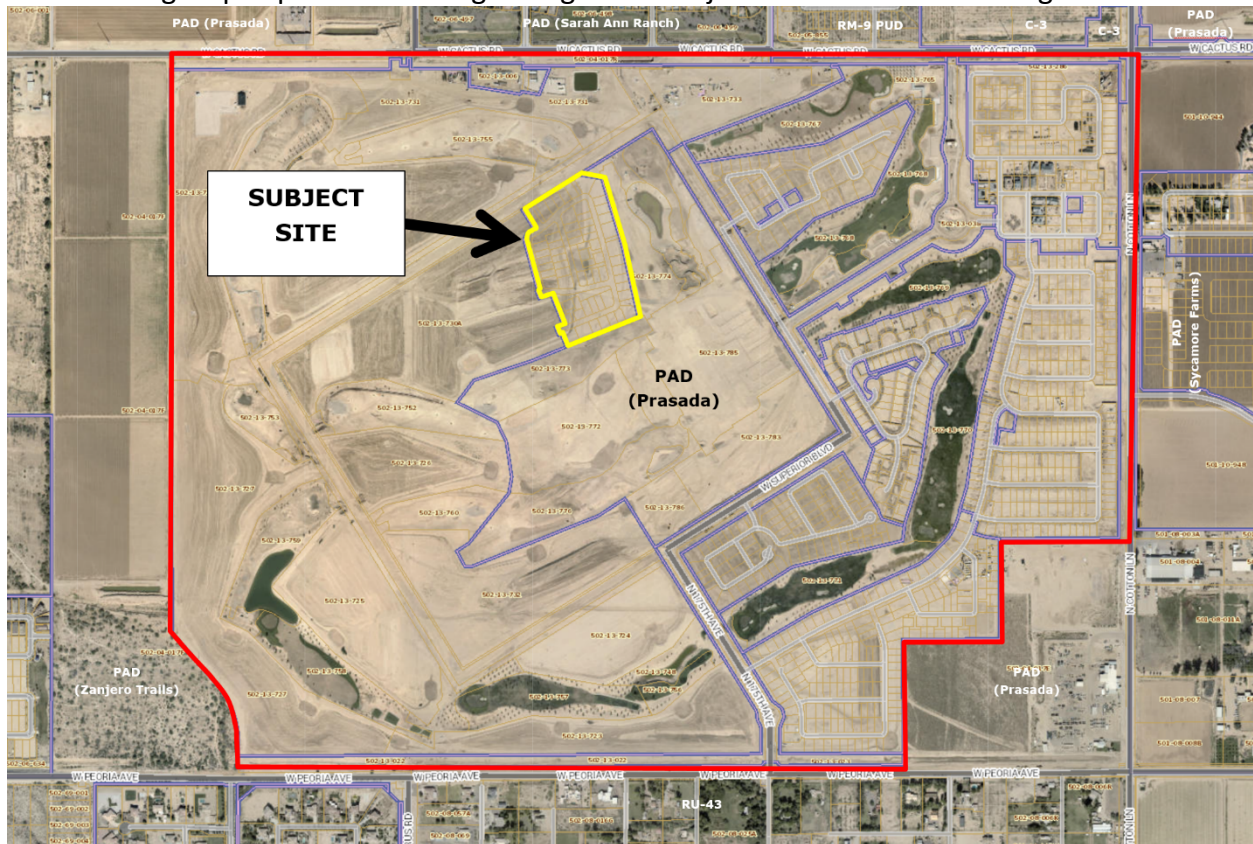
- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the Preliminary Plat as approved under FS20-117.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

The subject request involves a Re-Plat for Unit N of the Toll at Prasada project. Unit N Phase I was previously platted under case FS20-586, MCR 1586-21. The subject request will reconfigure the lot layout, removing the 5-packs, but will not change the total lot count within the subdivision.

EXISTING ZONING:

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



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 Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

86 The subject re-plot reconfigures the lot layout to replace the 5-packs with additional Lot Category
87 'D1' and 'C' lots. The total lot count for Unit N Phase 1 will not change and therefore the density will
88 remain. The subdivision layout will generally remain the same with the roadway configuration and
89 area unchanged. The total tract area within Unit N Phase 1 will decrease slightly compared to the
90 original plat in order to accommodate the new lot layout (shown below).

[illegible]

93

95

96 **Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject property as lying
97 within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac
98 or more, provided appropriate transitions are made between the various Neighborhood types
99 included within the character area. At 4.039 DU/Ac, the project most closely aligns with the Suburban
00 Neighborhood type and is consistent with the General Plan in this regard. The site also lies with the
01 0-6 DU/Ac ribbon of the Luke Air Force Base Graduated Density Concept; however, the site is integral
02 to the larger Sterling Grove project, which is approved for 2,207 lots overall and meets the guidance
03 offered by the GDC.

December 21, 2021 City Council
Case: FS21-622, Toll at Prasada Unit N Re-Plat
Page 4 of 5

105 **REVIEWING AGENCIES:**

106

107 In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke
108 Air Force Base, Maricopa Water District, and Maricopa County Flood Control District were included
109 in the routing of this case. These agencies also indicate no objections.

110

111 **Summary:**

112

113 The subject Final Plat meets the requirements of the Prasada PAD, in addition to other applicable
114 requirements as set forth in the LDO. All city reviewing departments have reviewed the request and
115 expressed no concerns.

116

117 **Attachments:**

118

119 01 Toll at Prasada Unit N Phase 1 Vicinity Map

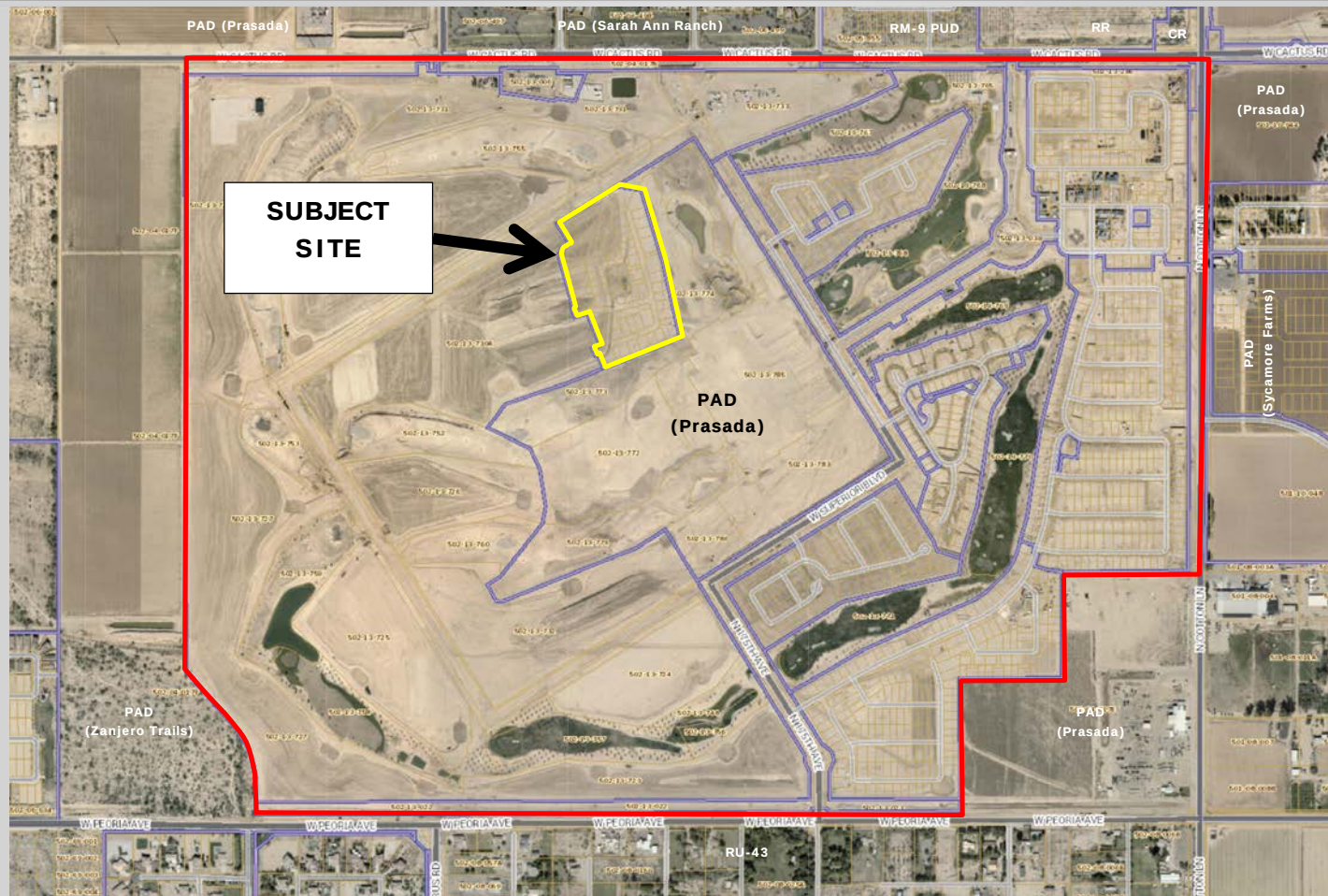
120 02 Toll at Prasada Unit N Phase 1 Map

121 03 Toll at Prasada Unit N Phase 1 Final Plat

122 PPT



FS21-622 Vicinity Map



FS21-622 Case Map

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS, THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, "OWNERS", HAVE SUBMITTED UNDER THE NAME TOLL AT PRASADA, UNIT N - PHASE I AS RECORDED IN BOOK 21, PAGE 21, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLICLY SET ASIDE FOR THE PLAY OF TOLL AT PRASADA, UNIT N - PHASE I HEREIN AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND LINES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNERS HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS APPLICABLE, SERVING LINES AND MANHOLES, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE SAME LINES AND MANHOLES.

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

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

OWNERS 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.

OWNERS HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS RIGHT-OF-WAY TRAMPLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SHORT VISIBILITY OBSTRUCTIONS.

OWNERS 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 LIQUID 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 LINE, AIR FORCE BASE AND AIRFIELD FIELDS.

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR HERETOFORE CONSTRUCTED BY THE CITY OF SURPRISE, OR ANY TRACTS, OR ANY TRACTS OR PARCELS HERETOFORE DESIGNATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DESIGNATED 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 COUNCIL COUNCIL ACTION.

OWNERS HEREBY GRANTS TO THE PUBLIC A PERPETUAL, NON-EXCLUSIVE PUBLIC UTILITY ACCESS IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PRIVATE STREET PLATS.

TRACTS "N-1" THROUGH "N-4" ARE NOT DESIGNATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, SAID HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING SAID TRACTS.

IN WITNESS WHEREOF, OWNER HAS HERETOFORE CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 20____.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY _____, DATE _____
ITS _____
TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION
BY _____, DATE _____
ITS _____

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT
STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT
STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT
STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

FINAL RE-PLAT
Toll at Prasada, Unit N - Phase I AMENDED

"TOLL AT PRASADA, UNIT N - PHASE I",
AS RECORDED IN BOOK 1586 OF MAPS, PAGE 21, M.C.R.,
LOCATED IN A PORTION OF THE
NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNERS PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTON/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2008 (FOREGOING) WITH THE CITY OF SURPRISE, AN ARIZONA CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 24, 2008, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 2008120008. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2011 AT THE MARICOPA COUNTY RECORDER'S OFFICE DOCUMENT NO. 2010050464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LOT 40 FORCE BASE AND MAY BE SUBJECT TO ENCROACHMENTS BY LOT 40 AIRPORT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP SUPPORTING THE MOST CURRENT CANNOT BE MOVED CONTOURS IN RELATION TO THIS PLAT SHALL BE PROVIDED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY (OWNER) DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) HEREBY, CERTAIN, AND HOLD HARMLESS THE CITY 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 CAUSE, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT. UNLESS, SUCH 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(S) OR SUBSEQUENT ADJACENT OWNER(S) WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.

OWNERS HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) HEREBY, CERTAIN, 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 CAUSE, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT. UNLESS, SUCH 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(S) OR SUBSEQUENT ADJACENT OWNER(S) WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.

EPCOR PLAT DEDICATION

EXCEPT AS TO ANY AREAS SUBJECT TO THE EASEMENT ON EASEMENTS GRANTED TO MARICOPA WATER DISTRICT, AS DEPICTED ON THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDS, MARICOPA COUNTY, ARIZONA, A PERPETUAL WATER EASEMENT AS DESCRIBED IN THIS PLAT IS GRANTED TO EPCOR WATER ARIZONA, INC., AND ITS SUCCESSORS AND ASSIGNS COLLECTIVELY ("TRANSFERS"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES COLLECTIVELY ("FACILITIES") UPON, ACROSS, OVER, AND UNDER THE SURFACE OF THE PREMISES, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REPAIR THE FACILITIES FROM THE PREMISES TO AND OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTS WITH REASONABLE ACCESS AND EGRESS TO THE FACILITIES. GRANTEES WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

GRANTOR SHALL NOT DIRECT OR CONSTRUCT OR PERMIT TO BE ERRECTED OR CONDUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN, GRANTOR SHALL NOT, NOR PERMIT, THE GRANTOR OVER GRANTEES FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEES, AND GRANTOR AGREES THAT NO OTHER TYPES OF CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEES FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET IS REQUIRED FROM THE CLOSEST POINTS ON THE EXISTING CONDUITS SHALL BE MAINTAINED BETWEEN GRANTEES FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEES EXPRESSLY CONSENT IN WRITING OTHERWISE, AND ALL SINKER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE Laid BELOW GRANTEES FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND DIRECT FRANCHISES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES THAT ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF LAND GRANTED IN A MANNER THAT WILL NOT UNREASONABLY INTERFERE WITH GRANTEES FACILITIES TO THE FACILITIES.

IN WITNESS WHEREOF, EPCOR WATER ARIZONA, INC. HAS HERETO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 20____.

EPCOR WATER ARIZONA, INC., AN ARIZONA DOMESTIC FOR-PROFIT CORPORATION
BY _____, DATE _____
ITS _____

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

EPCOR PLAT ACKNOWLEDGMENT
STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

GENERAL NOTES

1. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ASSOCIATE WATER SUPPLY.
2. NO ON-SITE SHEDDING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
3. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE 1 SHADES." BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 100-05-0000, WITH A DATE OF DEDICATION OF OCTOBER 18, 2013, FOR COMMUNITY NO. 00000000, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STOPPING, CURB AND GUTTER, AND SEWAGE ARE PRIVATE. SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
5. IN ACCORDANCE WITH ARS § 9-4602, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
6. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM SALES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS PLATS AND TAXES WHEN APPLICABLE.
7. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
8. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIAN WITHIN COLLECTOR AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
9. ZONING OF THE PROPERTY IS FOR SURPRISE ZONING CODE F71-BUT OR AS SUBSEQUENTLY AMENDED.
10. THE FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED UNDER CITY OF SURPRISE CASE 7520-117.

AREA SUMMARY TABLE			
DESCRIPTION	AREA (SQ)	AREA (ACRES)	
LOTS 102-104 (84 LOTS)	486,239	11.368	
TRACTS N-1 - N-4	58,781	1.344	
PRIVATE STREETS (TRACT N-105)	145,075	3.330	
GROSS AREA	690,155	16.048	

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

21-700070000
CERTIFICATE NUMBER
11/14/2008
DATE

BASES OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, BEING NORTH 89°50'00" WEST AS MEASURED AND BEING NORTH 89°50'00" WEST AS SHOWN ON MARICOPA COUNTY GRASS SURVEY RECORDED IN BOOK 86, PAGE 18, MARICOPA COUNTY RECORDS.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED JANUARY 3, 2008 (FOREGOING) WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JANUARY 3, 2008, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT 2008-000000. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PROVIDE NOTICE PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE WAYS AND FACILITIES AND ANY PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE AND TO ACCOMPLISH, IN ALL OF WHICH PURPOSES, INCLUDING BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THESE FACILITIES AND PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF TOLL PRASADA LLC, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS ____ DAY OF _____, 20____.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA
BY _____, DATE _____
CHRISTINE CAN
BY _____, DATE _____
GLEN VORTHMAN

ITS PROPERTY & CONTRACTS MANAGER ITS ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY _____, DATE _____
ITS _____

DEVELOPER

TOLL BROTHERS
8787 E. VA DE VENTURA, SUITE 300
SCOTTSDALE, AZ 85268
TEL: (480) 899-8888
CONTACT: AMON BUCH

ENGINEER

EPS GROUP, INC.
1133 N. ALAM SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: JAMES ROGERS, P.E.

SHEET INDEX

- 1 COVER SHEET
- 2 LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE
- 3 - 4 FINAL PLAT PLAN SHEETS

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED CHRISTINE CAN, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED GLEN VORTHMAN, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 8, 1997, UNDER DOCUMENT NO. 87-023719 ("CMA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND LOCATED WITHIN CERTAIN SUBDIVISION PLATS ON FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT. DECLARATIONS OF THOSE LANDS OR DECLARATIONS OF UNWRITTEN AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE CMA, THE CMA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITH CERTAIN PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY, CITY AND MWD AGREE WITH THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE CMA.

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

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

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

CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR _____ DATE _____
ATTEST: _____ DATE _____
CITY CLERK

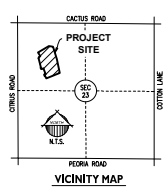
CERTIFICATION

I, ROBERT A. JOHNSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2011, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

ROBERT A. JOHNSON, RLS 37495
EPS GROUP, INC.
1133 N. ALAM SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 07/28/11 (REVISED OCTOBER 12, 2011)

CASE NUMBER: FS21-422



1133 N. Alamo School Rd., Suite 120
Mesa, Arizona 85201
Tel: (480) 503-2250 | Fax: (480) 503-2258
www.epsgrp.com

Unit N - Phase I AMENDED
FINAL RE-PLAT

16-339
FP01
Sheet No. 1 of 4

LOT AREA TABLE			
LOT #	AREA (SQ)	AREA (AC)	CATEGORY
1101	10,077	0.2333	C
1102	7,641	0.1754	D1
1103	7,631	0.1814	D1
1104	6,778	0.1556	D1
1105	6,876	0.1578	C
1106	5,449	0.1250	D1
1107	12,236	0.2832	D1
1108	6,650	0.1515	D1
1109	7,760	0.1768	C
1110	7,760	0.1768	C
1111	12,156	0.2791	D2
1112	12,873	0.2978	D2
1113	7,749	0.1779	C
1114	7,763	0.1768	C
1115	6,650	0.1515	D1
1116	6,650	0.1515	D1
1117	7,760	0.1768	C
1118	7,760	0.1768	C
1119	6,650	0.1515	D2
1120	6,650	0.1515	D2
1121	7,760	0.1768	C
1122	7,760	0.1768	C
1123	12,160	0.2778	D1
1124	12,160	0.2778	D1
1125	6,650	0.1515	D1
1126	7,760	0.1768	C
1127	5,560	0.1283	D1
1128	5,560	0.1283	D1
1129	5,560	0.1283	D1
1130	5,560	0.1283	D2
1131	5,560	0.1283	D2
1132	5,560	0.1283	D1
1133	5,560	0.1283	D1
1134	5,560	0.1283	D1
1135	6,836	0.1569	D1
1136	6,836	0.1569	D1
1137	5,560	0.1283	D1
1138	5,560	0.1283	D1
1139	5,560	0.1283	D1
1140	5,560	0.1283	D1
1141	9,921	0.2278	D2
1142	11,146	0.2570	D2
1143	6,637	0.1524	D1
1144	5,547	0.1274	D1
1145	5,553	0.1275	D1
1146	6,680	0.1533	D1
1147	6,680	0.1534	D1
1148	5,560	0.1278	D1
1149	5,560	0.1278	D1
1150	5,560	0.1277	D2
1151	10,577	0.2414	D2
1152	6,683	0.1534	D1
1153	5,568	0.1278	D1
1154	5,568	0.1278	D1
1155	5,568	0.1278	D1
1156	5,568	0.1278	D1
1157	6,637	0.1524	D1
1158	6,672	0.1532	D1
1159	5,560	0.1278	D1
1160	5,560	0.1278	D1
1161	5,560	0.1278	D1
1162	5,560	0.1278	D1
1163	6,633	0.2221	D2
1164	15,339	0.3521	D2

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BKG
C1	54.107	182.00	170°54'	27.20	53.80	576°48'16"
C2	16.84	12.00	185°51'30"	10.23	10.57	187°51'47"
C3	39.16	443.00	47°30'	179.68	389.08	141°45'16"
C4	76.57	58.00	75°30'30"	40.02	71.13	103°50'16"
C5	18.85	12.00	180°00'00"	12.00	18.87	181°32'50"
C6	31.42	20.00	180°00'00"	20.00	28.38	181°32'50"
C7	34.72	20.00	89°30'00"	23.82	30.52	58°17'54"
C8	62.79	495.00	77°54'	31.44	62.79	145°17'03"
C9	150.72	215.00	161°45'04"	75.36	150.18	180°02'03"
C10	128.80	635.00	134°19'	64.74	128.54	181°31'01"
C11	41.39	20.00	118°34'32"	33.67	34.39	107°05'27"
C12	49.24	200.00	145°02'	24.74	49.17	163°51'16"
C13	24.39	220.00	47°02'	12.18	24.28	181°51'46"
C14	24.78	20.00	77°02'	14.27	23.22	112°32'06"
C15	186.24	580.00	192°23'48"	96.07	185.30	157°58'17"
C16	312.64	600.00	295°17'	159.85	308.11	158°54'30"
C17	288.40	620.00	281°44'	147.39	286.78	155°01'20"
C18	82.73	50.00	94°48'19"	54.38	73.61	164°12'16"
C19	33.48	20.00	95°55'06"	22.18	29.71	164°12'16"
C20	369.74	4965.00	47°51'45"	184.98	369.66	114°39'52"
C21	371.23	4965.00	47°51'45"	185.70	371.15	114°39'52"
C22	372.73	5005.00	47°51'45"	186.45	372.64	114°39'52"
C23	31.35	20.00	89°48'50"	19.94	28.24	132°22'41"

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BKG
C24	31.48	20.00	90°11'30"	20.07	28.33	167°37'16"
C25	38.22	20.00	180°00'00"	17.02	25.87	187°37'16"
C26	70.54	50.00	180°00'00"	42.58	64.84	187°37'16"
C27	31.48	20.00	180°00'00"	20.07	28.41	187°37'16"
C28	31.88	20.00	173°32'	20.48	28.62	183°38'16"
C29	376.37	4699.85	47°51'	188.25	376.21	114°39'52"
C30	417.69	4719.85	55°04'	208.98	417.55	114°39'54"
C31	378.84	4739.85	47°51'	188.57	378.64	114°39'54"
C32	121.29	300.00	23°09'58"	61.48	120.47	188°32'03"
C33	113.21	280.00	23°09'58"	57.38	112.44	188°32'03"
C34	96.67	260.00	21°18'41"	48.95	96.12	188°47'54"
C35	86.44	230.00	22°07'51"	44.78	87.89	188°50'03"
C36	117.82	210.00	32°08'46"	60.57	116.28	189°22'47"
C37	156.85	190.00	32°08'46"	84.74	155.23	189°22'47"
C38	31.07	20.00	185°12'32"	19.62	28.07	187°08'16"
C39	28.27	20.00	180°00'00"	17.02	25.97	187°37'16"
C40	359.81	4439.85	47°51'	180.07	359.71	114°39'54"
C41	418.81	4469.85	57°23'	209.56	418.65	114°39'56"
C42	346.48	4479.85	47°51'	173.31	346.37	114°39'52"
C43	28.27	20.00	79°32'35"	15.02	24.50	102°08'49"
C44	66.01	50.00	79°38'31"	38.81	61.29	102°09'51"
C45	304.64	50.00	171°57'09"	21.47	40.07	102°11'30"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°41'30"W	8.00
L2	S89°57'16"E	20.00
L3	N01°41'30"W	8.00
L4	S89°57'16"E	20.00
L5	N01°41'30"W	8.00
L6	S89°57'16"E	18.88
L7	N02°31'14"W	25.13
L8	N01°41'30"W	8.35
L9	S14°16'40"E	50.00
L10	S14°54'10"E	50.00
L11	S19°37'37"E	50.00
L12	S19°09'54"E	50.00
L13	S14°16'40"E	40.00
L14	S89°57'16"E	40.44
L15	S89°25'36"E	58.29
L16	S89°12'17"E	36.50
L17	N89°12'17"E	36.50
L18	N01°41'30"W	56.00
L19	S89°12'17"E	2.21
L20	S89°12'17"E	2.21

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE OLD AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP IN POSTHOLE AT THE NORTHWEST CORNER OF SAID SECTION 23, FROM WHICH A WOOD BRASS CAP IN POST HOLE AT THE NORTH QUARTER-CORNER BEARS SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, 2845.58 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, 1304.62 FEET TO A POINT ON SAID NORTH LINE;

THENCE, DEPARTING SAID NORTH LINE SOUTH 0 DEGREES 00 MINUTES 02 SECONDS WEST, 944.21 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 16 DEGREES 48 MINUTES 00 SECONDS EAST, 491.32 FEET;

THENCE SOUTH 12 DEGREES 10 MINUTES 44 SECONDS EAST, 491.32 FEET;

THENCE SOUTH 68 DEGREES 18 MINUTES 21 SECONDS WEST, 575.16 FEET;

THENCE NORTH 21 DEGREES 41 MINUTES 39 SECONDS WEST, 102.00 FEET;

THENCE SOUTH 68 DEGREES 18 MINUTES 21 SECONDS WEST, 20.00 FEET;

THENCE NORTH 21 DEGREES 41 MINUTES 39 SECONDS WEST, 54.00 FEET;

THENCE NORTH 68 DEGREES 18 MINUTES 21 SECONDS EAST, 54.00 FEET;

THENCE NORTH 21 DEGREES 41 MINUTES 39 SECONDS WEST, 284.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIIUS POINT BEARS SOUTH 4 DEGREES 39 MINUTES 40 SECONDS EAST A DISTANCE OF 182.00 FEET;

THENCE SOUTHWESTERLY 54.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 01 MINUTES 54 SECONDS;

THENCE SOUTH 68 DEGREES 18 MINUTES 21 SECONDS WEST, 36.00 FEET;

THENCE NORTH 21 DEGREES 41 MINUTES 39 SECONDS WEST, 44.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIIUS POINT BEARS NORTH 21 DEGREES 41 MINUTES 38 SECONDS WEST A DISTANCE OF 12.00 FEET;

THENCE NORTHWESTERLY 16.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80 DEGREES 53 MINUTES 09 SECONDS TO A POINT OF COMPOUND CURVATURE OF A CURVE HAVING A RADIUS OF 443.00 FEET;

THENCE NORTHWESTERLY 39.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4 DEGREES 38 MINUTES 36 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 58.00 FEET;

THENCE NORTHWESTERLY 76.57 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 75 DEGREES 38 MINUTES 31 SECONDS;

THENCE NORTH 58 DEGREES 25 MINUTES 58 SECONDS EAST, 44.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 12.00 FEET;

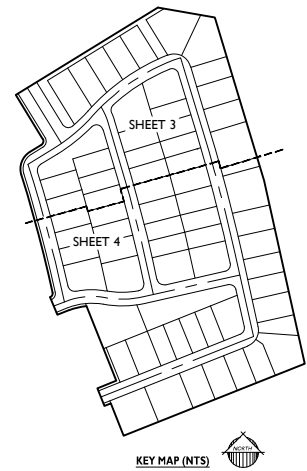
THENCE NORTHWESTERLY 18.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 102.00 FEET;

THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST, 491.32 FEET;

THENCE SOUTH 80 DEGREES 07 MINUTES 15 SECONDS EAST, 984.53 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.84 ACRES, MORE OR LESS.



NOTES

- COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR MINUTES.
- SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAN ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
- ** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERISK) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAN. OTHER "USED" LISTED AREAS ARE COMMON AREA.

TRACT USE TABLE		
TRACT	USE	AREA (SQ) AREA (AC)
N-A	LANDSCAPE, OPEN SPACE, *PUE, & *RIGHT DISTANCE TRIANGLE EASEMENT	13,427 0.3082
N-B	LANDSCAPE, OPEN SPACE & *PUE	725 0.0166
N-C	LANDSCAPE, OPEN SPACE & *PUE	160 0.0037
N-D	LANDSCAPE, OPEN SPACE, STORM DRAIN & *PUE	2,862 0.0664
N-E	LANDSCAPE, OPEN SPACE, STORM DRAIN, *PUE & *EMERGENCY ACCESS EASEMENT	5,104 0.1172
N-F	LANDSCAPE, OPEN SPACE, *PUE, & *RIGHT DISTANCE TRIANGLE EASEMENT	12,687 0.2912
N-G	LANDSCAPE, OPEN SPACE & *PUE	1,434 0.0327
N-H	LANDSCAPE, OPEN SPACE, *PUE & *RIGHT DISTANCE TRIANGLE EASEMENT	5,371 0.1233
N-I	LANDSCAPE, OPEN SPACE, *PUE & *RIGHT DISTANCE TRIANGLE EASEMENT	16,991 0.3901
N-P1	PRIVATE STREET TRACT, PUBLIC UTILITY EASEMENT	145,075 3.3325

Unit N - Phase I AMENDED

FINAL RE-PLAT

Project: Toll at Presada

Drawn by: [Signature]

Revised by: [Signature]

Scale: 1" = 16'-339"

Sheet No. 2 of 4

FP02

Case Number: FS21-422



SURPRISE

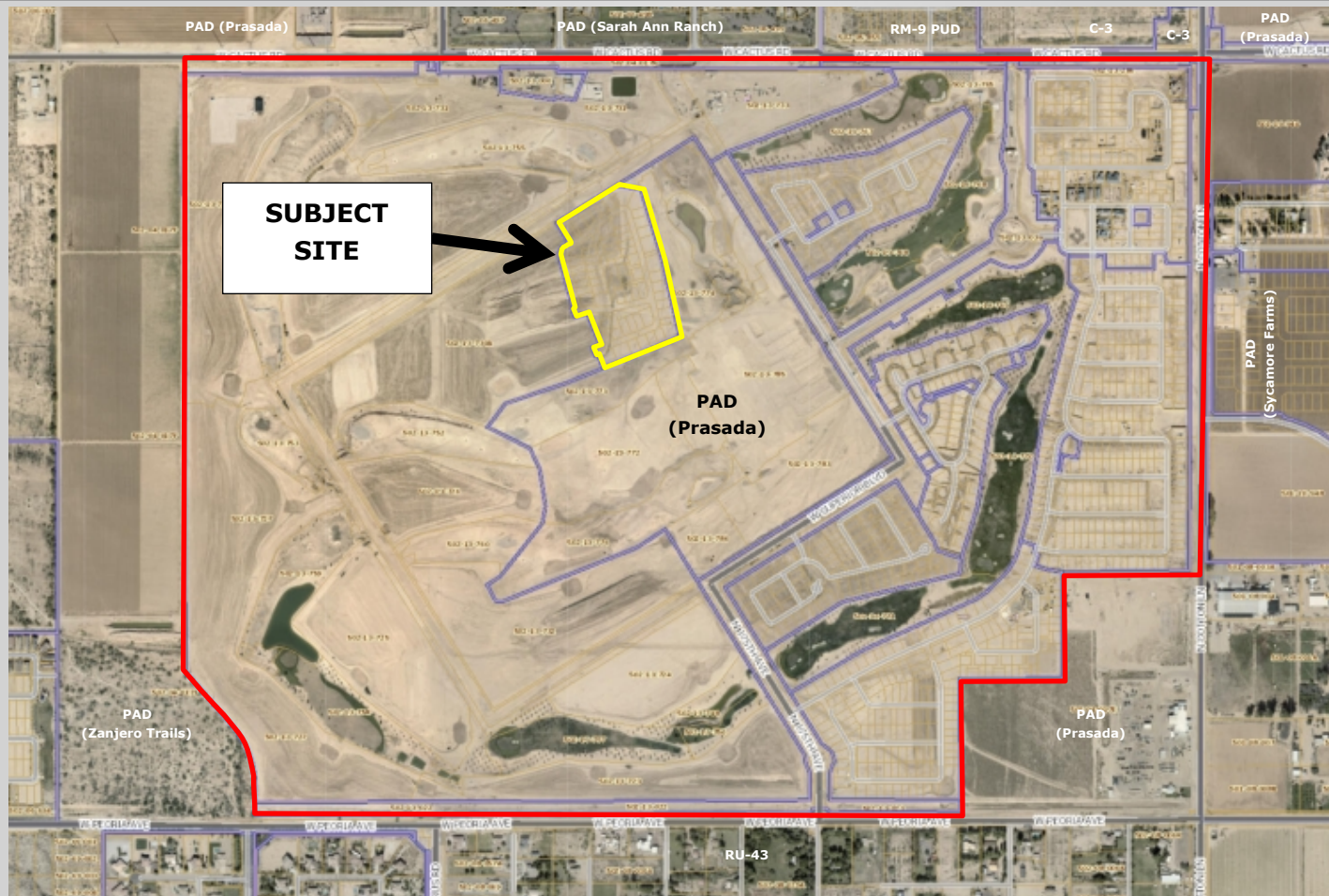
ARIZONA

City Council
December 21, 2021

Toll at Prasada
Unit N Re-Plat
FS21-622



FS21-622 Vicinity Map



FS21-622 Case Map

Sterling Grove Master Plan





FS21-622 Final Plat





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 21, 2021 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 6
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Skyway Commons Building D” and dated November 18, 2021, a property generally located south of Cactus Road and west of Dysart Road. (Case FS20-438)

Motion:

I move to approve the Final Plat entitled, “Skyway Commons Building D”, dated November 18, 2021.

Background:

Dale Zapata, on behalf of Skyway LLC seeks approval of a Re-Plat of the subject property. The Final Plat of Skyway Commons for a portion of Skyway Business Park II - Lots 50 thru 61 was recorded under Book 1330, Page 23 MCR.

Objective Analysis:

The subject request involves a Re-Plat of Lot 3 and 4 of the Final Plat entitled “Skyway Commons for a portion of Skyway Business Park II- Lots 50 thru 61”. The subject Re-Plat will allow the applicant to combine the existing two lots into a single lot in the overall master site.

Policy Compliant:

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

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00- FS20-438- Skyway Commons Phase II Building D- Final Plat- Staff Report 122121
 2. 01-FS20-438- Skyway Commons Phase II Building D- Vicinity Map
 3. 02-FS20-438- Skyway Common Phase II Building D- Final Plat
 4. FS20-438-CC Presentation 122121
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS20-438

Project Name: Skyway Commons Phase II Building D - Final Plat

Council District: 6- Palo Verde

City Council Date: December 21, 2021

Planner: Chris Sexton, Planner II

Owner: Moshe Silagi, Skyway LLC

Applicant: Dale Zapata, Cawley Architects

Request: Final Plat to subdivide one (1) 17.31 acre (approx.) parcel into three (3) parcels in the Skyway Business Park PAD.

Site Location: Generally located south of Cactus Road and west of Dysart Road

Site Size: 17.31 acres (approx.)

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035
- The proposed Final Plat is consistent with the Skyway Business Park PAD.
- The proposed Final Plat is consistent with the Surprise Municipal Code.

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

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

Additional Information:

Dale Zapata, on behalf of Skyway LLC, requests approval of a Re-Plat that will reconfigure Lot 3 and 4 of the Final Plat entitled "Skyway Commons for a portion of Skyway Business Park II- Lots 50 thru 61". This proposed Final Plat will combine the previous Lot 3 and 4 into the new Lot 3A 8.512 acres. Lot 2A will remain 3.629 acres and Lot 5A will remain 5.176 acres for commercial spaces for the overall master site.

Attachments:

01 Vicinity Map

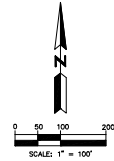
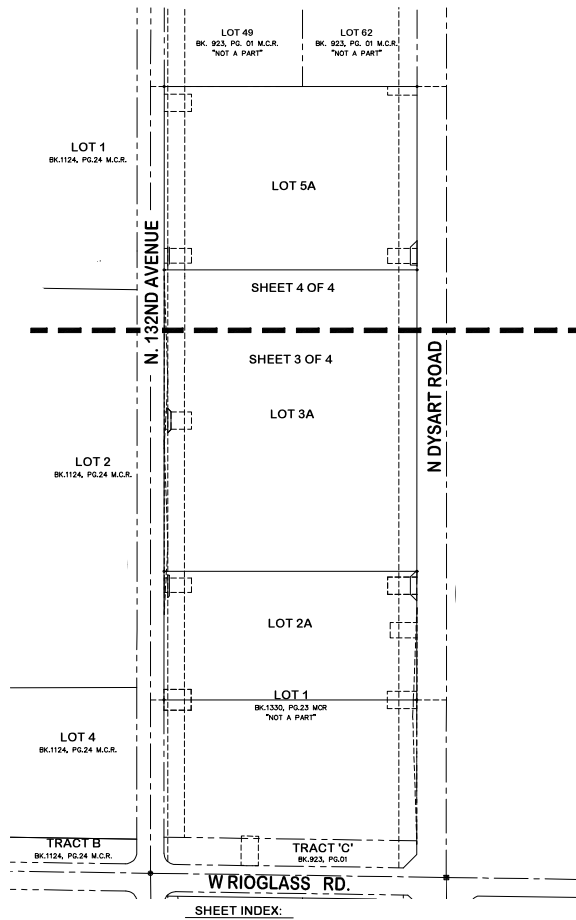
02 Final Plat



Skyway Commons Building D
FS20-438 Vicinity Map

LEGEND:

- BRASS CAP IN HANDHOLE
- BRASS CAP FLUSH
- SET 1/2" REBAR & CAP
STAMPED "PLS 2000"
- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- 923/71 BOOK 923 OF MAPS, PAGE 1, M.C.R.
- REA RECIPROCAL ACCESS EASEMENT
PER 1330, PG. 23 M.C.R.
- SVE SIGHT VISIBILITY EASEMENT
- SWE SIDEWALK EASEMENT

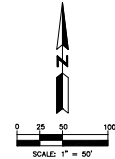


BY	REVISION	DATE	DRAWN BY: JR	CHECKED BY: JAB	FINAL PLAT
HUNTER ENGINEERING & SURVEY 10405 SCOTTSDALE AVE. SUITE 202 SCOTTSDALE, AZ 85258 P 480.981.3986					
FINAL PLAT FOR SKYWAY COMMONS BUILDING D A REPEAT OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.					

FS20-438

SHEET
2 OF 4

☒ BRASS CAP IN HANDHOLE
☐ BRASS CAP FLUSH
☐ SET 1/2" REBAR & CAP
 STAMPED "RLS 29065"
 _____ MONUMENT LINE
 _____ PROPERTY LINE
 ----- EASEMENT LINE
 _____ RIGHT-OF-WAY LINE
 923/31 BOOK 923 OF MAPS, PAGE 1, M.C.R.
 REA RECIPROCAL ACCESS EASEMENT
 PER 1330, PG. 23 M.C.R.
 SVE SIGHT VISIBILITY EASEMENT
 SWE SIDEWALK EASEMENT



NO.	DATE	REVISION	BY

PURPOSE:
FINAL PLAT

DRAWN BY: JR
CHECKED BY: JAB

HUNTER
ENGINEERING

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

CIVIL AND SURVEY



FINAL PLAT FOR SKYWAY COMMONS BUILDING D

A REPLAT OF LOTS 2 THRU 5 OF THE REPLAT OF SKYWAY BUSINESS PARK II, "SKYWAY COMMONS," AS RECORDED IN BOOK 1330 OF MAPS, PAGE 23, OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE, AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 22
TOWNSHIP: 3N
RANGE: 1W

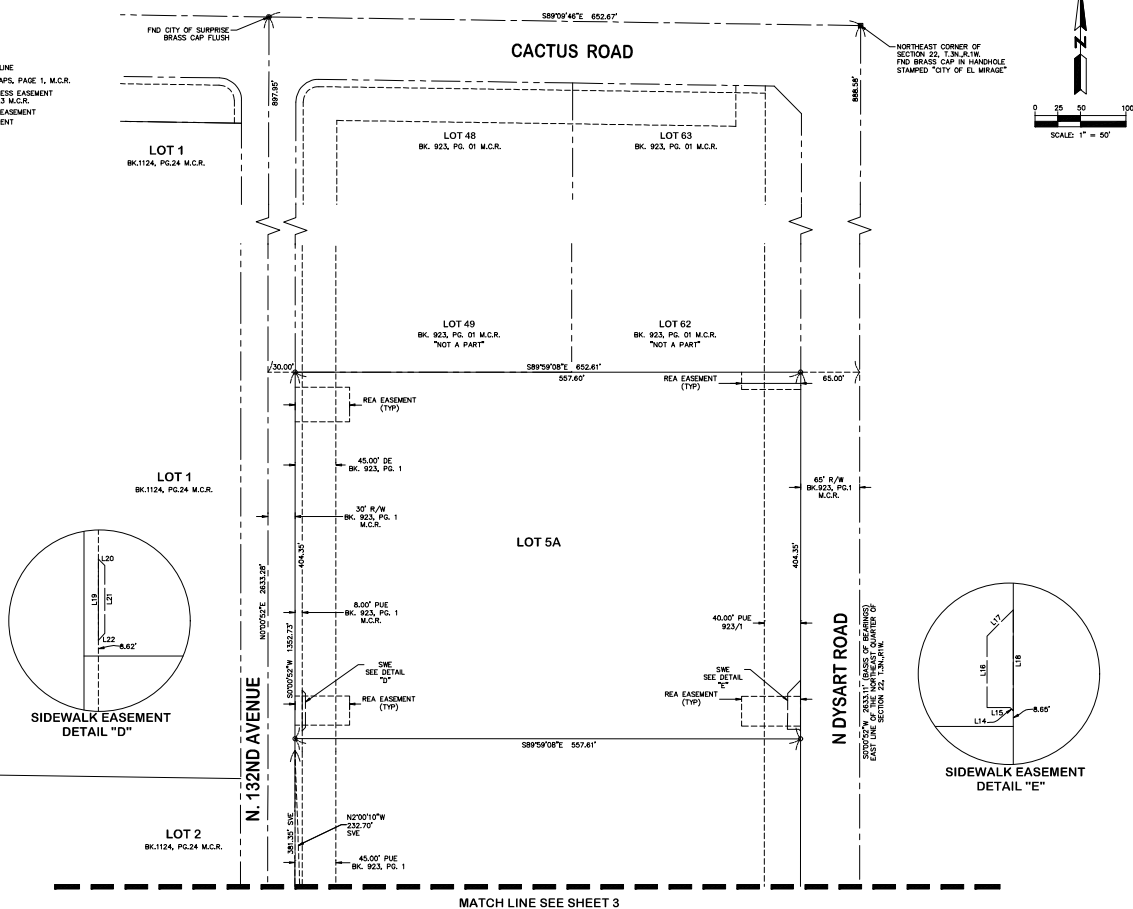
JOB NO.:
CAWL030-SA

SCALE
1"=50'

SHEET
3 OF 4

Page 74 of 253

☒ BRASS CAP IN HANDHOLE
☐ BRASS CAP FLUSH
☐ SET 1/2" REBAR & CAP
 STAMPED "RLS 29865"
 _____ MONUMENT LINE
 _____ PROPERTY LINE
 ----- EASEMENT LINE
 _____ RIGHT-OF-WAY LINE
 923/1 BOOK 923 OF MAPS, PAGE 1, M.C.R.
 REA RECIPROCAL ACCESS EASEMENT
 PER 1330, PG. 23 M.C.R.
 SWE SIGHT VISIBILITY EASEMENT
 SIDEWALK EASEMENT



NO.	DATE	REVISION	BY

PURPOSE:
FINAL PLAT

DRAWN BY: JR
CHECKED BY: JAB

HUNTER
ENGINEERING

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

CIVIL AND SURVEY

FINAL PLAN FOR SKYWAY COMMONS BUILDING D

SECTION: 22
TOWNSHIP: 3N
RANGE: 1W

JOB NO.:
CAWL030-SA

SCALE
1"=50'

SHEET
4 OF 4

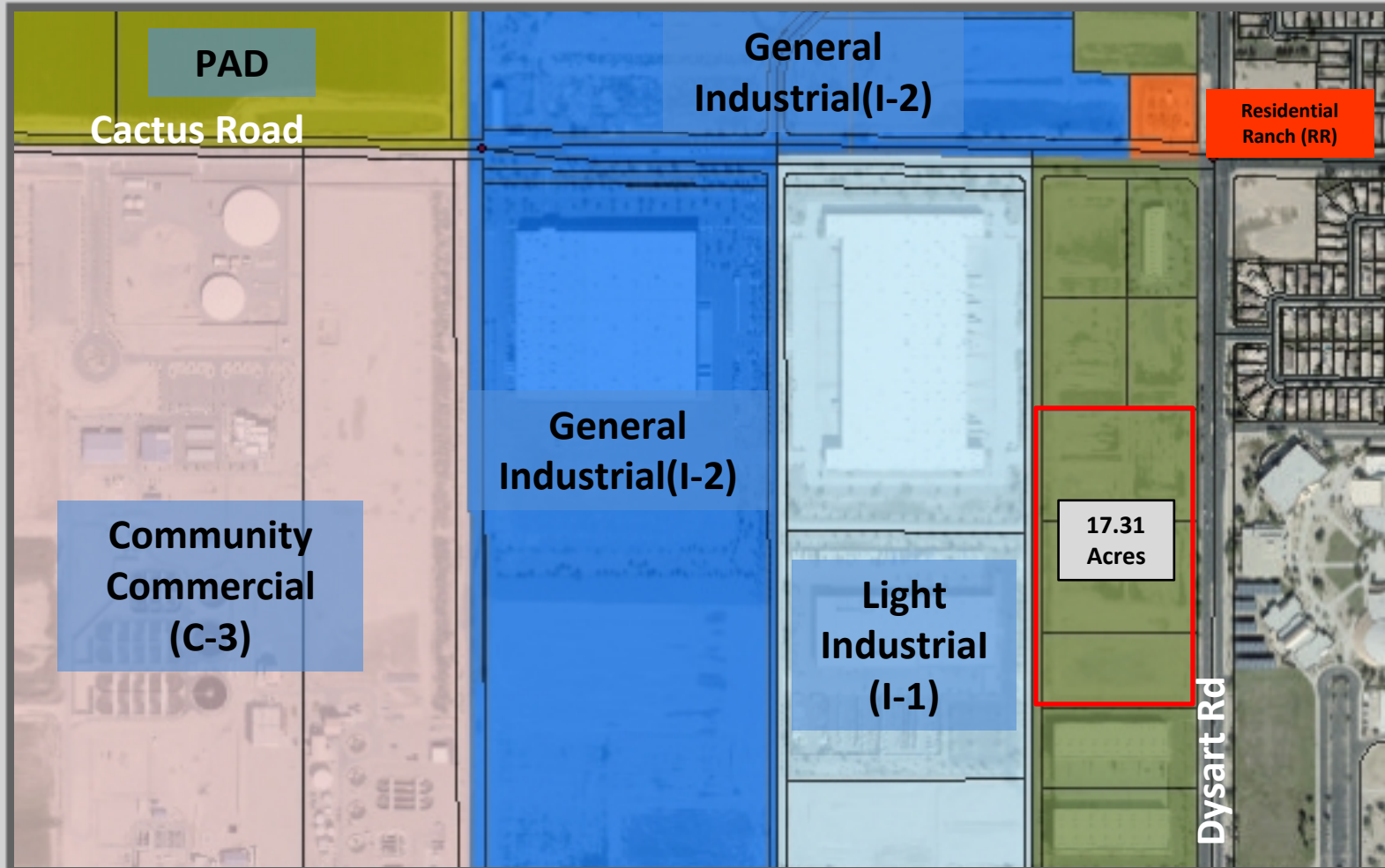


FS20-438
Skyway Commons Phase II
Building D-Final Plat

City Council
December 21, 2021

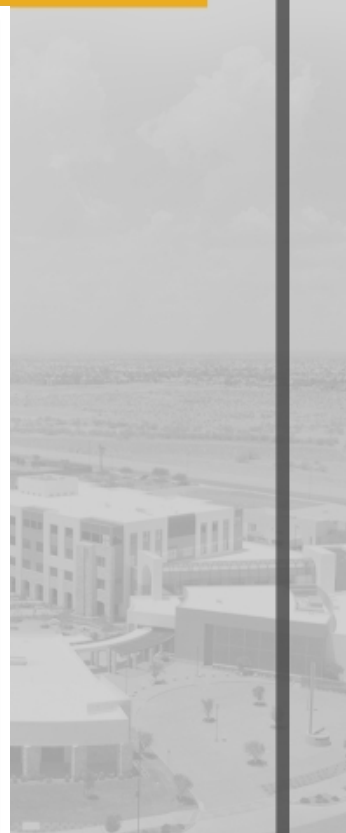


Skyway Commons Building D
FS20-438 Vicinity Map

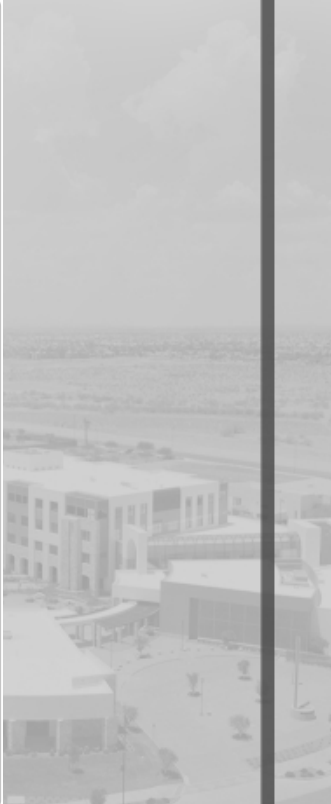


Skyway Commons Building D

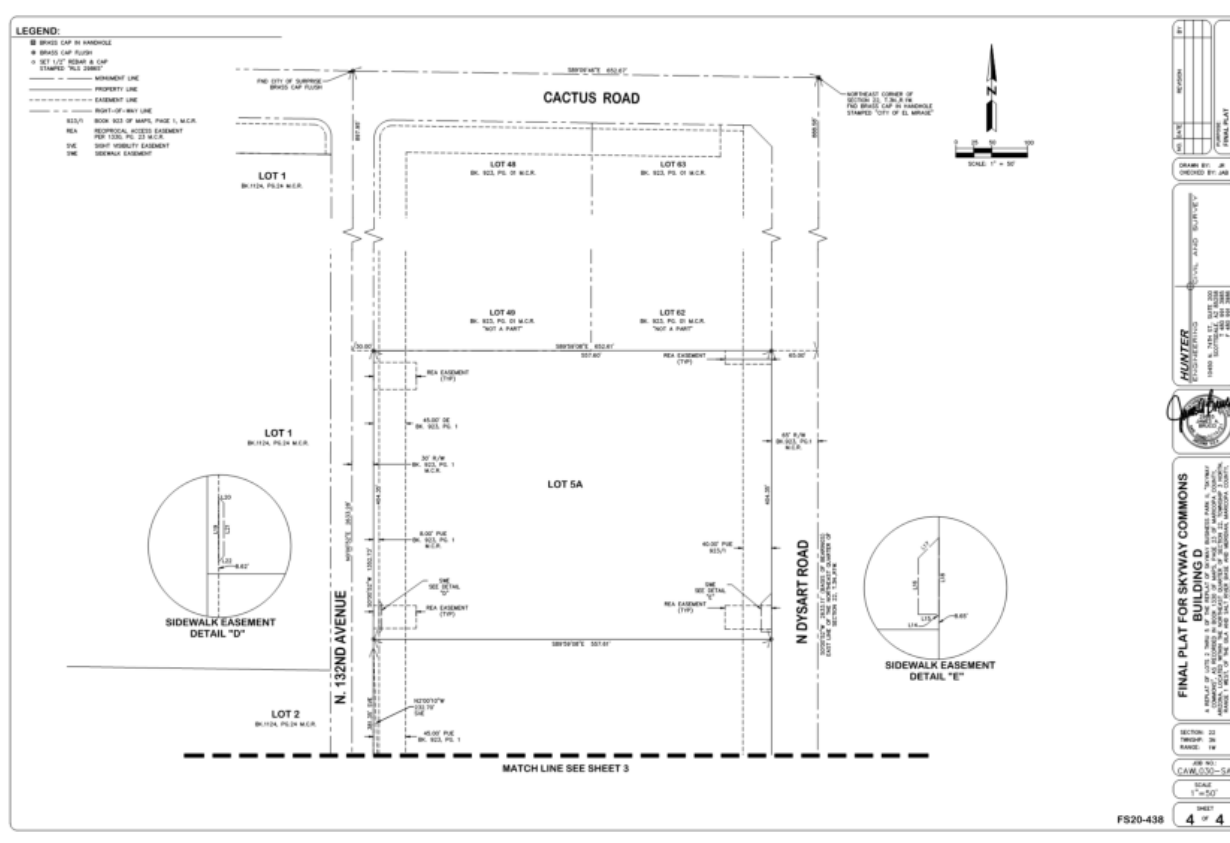
FS20-438 Case Map



Final Plat



Final Plat





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 21, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to acceptance of a Quit Claim Deed from Courtland Homes for rights-of-way along 183rd Avenue and Pinnacle Peak Road.

Motion:

I move to accept the Quit Claim Deed from Courtland Homes.

Background:

The Right of Way being dedicated is along 183rd Avenue and Pinnacle Peak Road and is required to provide access into North Copper Canyon Development Parcel 4.2.

Objective Analysis:

The Development needs the additional right of way to complete the total width of 183rd Avenue and Pinnacle Peak road half width street requirement which leads into the North Copper Canyon Development Parcel 4.2.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. 11.17.21 183rd and PP Deed to COS CHI signed
 2. Courtland Homes Right of Way Location Map
-

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Courtland Homes, Inc. ("Grantors")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this 15th day of November, 2021.

GRANTOR:

By: Sean Gualea

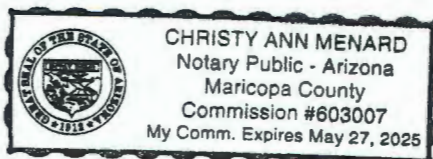
Its: President

STATE OF Arizona)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 15th day of November, 2021, by Christy Ann Menard.

My Commission Expires:

Christy Ann Menard
NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall
Its: Mayor

Attest:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Skip Hall, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

August 2, 2021

LEGAL DESCRIPTION FOR NORTH COPPER CANYON PARCEL 4.2 40 FOOT RIGHT OF WAY

That part of the Southeast Quarter of Section 10, Township 4 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the 2-inch Maricopa County Aluminum Cap Marking the South Quarter Corner of said Section 10, from which the 1/2 inch rebar with Cap LS#35832 marking the Center of said Section 10 bears North 00°21'41" East, a distance of 2,647.69 feet;

Thence North 00°21'41" East, along the West line of the Southeast Quarter of said Section 10, a distance of 40.00 feet to a point on a line which is parallel with and 40.00 feet Northerly, as measured at right angles, from the South line of the Southeast Quarter of said Section 10;

Thence North 89°58'08" East, departing said West line along said parallel line, a distance of 699.02 feet;

Thence North 39°58'08" East, departing said parallel line, a distance of 25.71 feet;

Thence North 10°01'52" West, a distance of 72.68 feet to the beginning of a tangent curve of 210.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of 40°11'34", a distance of 147.31 feet;

Thence North 50°13'26" West, a distance of 501.19 feet to the beginning of a tangent curve of 540.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 41°56'10", a distance of 395.24 feet;

Thence North 08°17'16" West, a distance of 338.21 feet to a point on the West line of the Southeast Quarter of Section 10;

Thence North 00°21'41" East, along said West line, a distance of 341.47 feet to a point on a 1,000.00 foot radius non-tangent curve, whose center bears South 89°38'47" East;

Thence Southeasterly, departing said West line along said curve, through a central angle of 08°38'57", a distance of 150.96 feet;

Thence South 08°17'16" East, a distance of 525.55 feet to the beginning of a tangent curve of 500.00 foot radius, concave Northeasterly;

Legal Description For
North Copper Canyon Parcel 4.2
40 Foot Right Of Way
August 2, 2021

Thence Southeasterly, along said curve, through a central angle of $41^{\circ}56'10''$, a distance of 365.96 feet;

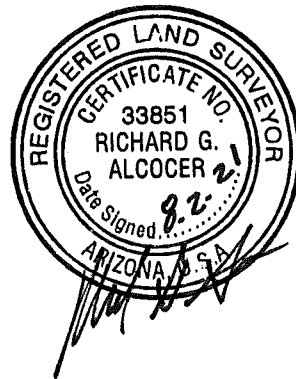
Thence South $50^{\circ}13'26''$ East, a distance of 501.19 feet to the beginning of a tangent curve of 250.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of $40^{\circ}11'34''$, a distance of 175.37 feet;

Thence South $10^{\circ}01'52''$ East, a distance of 140.35 feet to a point on the South line of the Southeast Quarter of said Section 10;

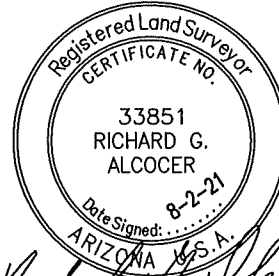
Thence South $89^{\circ}58'08''$ West, along said South line, a distance of 766.96 feet to the Point of Beginning.

Containing 95,234 Square Feet or 2.186 Acres, more or less.



N 183RD AVENUE

CENTER OF SECTION
SECTION 10
TOWNSHIP 4 NORTH
RANGE 2 WEST



PROPOSED NORTH COPPER
CANYON PARCEL 4.2

N 183RD AVENUE

POINT OF BEGINNING
SOUTH 1/4 CORNER
SECTION 10,
TOWNSHIP 4 NORTH
RANGE 2 WEST

SOUTHEAST CORNER
SECTION 10,
TOWNSHIP 4 NORTH
RANGE 2 WEST

W PINNACLE PEAK ROAD

SCALE 1" = 200'

EXHIBIT

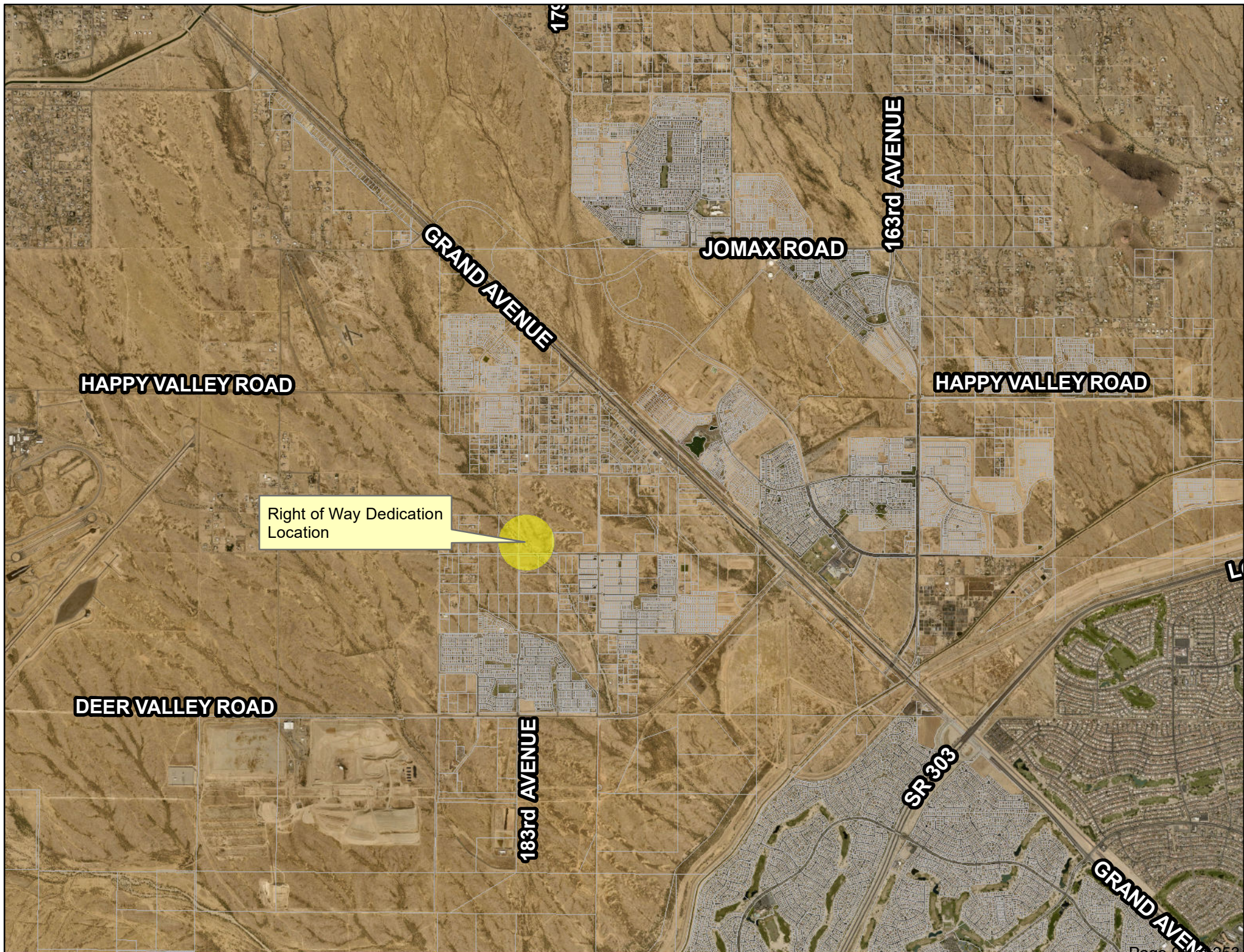
4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

NORTH COPPER CANYON
PARCEL 4.2

40 FOOT RIGHT OF WAY



1 OF 1





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 21, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 5
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Quit Claim Deed to Surprise Center Development Company, LLC, for the limited purpose of releasing deed restrictions on a property generally located near Bell Road and Litchfield Road.

Motion:

I move to approve the Quit Claim Deed to Surprise Center Development Company, LLC. for the purpose of releasing deed restrictions.

Background:

In 2013 the City of Surprise and the City of Phoenix entered into an Intergovernmental Agreement (IGA) for the Assignment and Assumption of Beneficial Interest under Recorded Deed Restrictions. The IGA allows for the removal of deed restrictions placed on the property due to the Luke Auxiliary Field location in the area. The IGA establishes a procedure and price associated with the removal of the restrictions. Wood Partners is ready to move forward to remove those restrictions for future development.

Objective Analysis:

The City is granting release of deed restrictions in our ongoing partnership with the surrounding community for future development.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

The cost to remove the restrictions is \$214,538.13. This consideration will be tendered directly to the City of Surprise by Wood Partners. The City will then remit the payment amount to The City of Phoenix once the deed restrictions are lifted per the IGA recorded at MCR #2013-082868.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. updated QCD Wood Partners
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

QUIT CLAIM DEED

Pursuant to that certain Intergovernmental Agreement dated December 19, 2013 between the City of Surprise and the City of Phoenix, the City of Surprise, an Arizona municipal corporation (the "City") hereby quit-claims to Surprise Center Development Company, LLC, an Arizona Limited Liability Company, all of the City's right, title and interest in the real property situated in the County of Maricopa, State of Arizona, known as Assessor's Parcel No. 501-18-570 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, specifically including the benefit of the deed restrictions recorded as document no. 2000-0325404, re-recorded 2019-0065891; 2000-0325405, re-recorded 2019-0065892 and 2000-0325406 in the office of the County Recorder for Maricopa County, Arizona.

DATED: _____, 20____. CITY OF SURPRISE, an Arizona Municipal Corporation

By: _____
Name:
Title:

STATE OF ARIZONA)
)ss.
County of Maricopa)

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

My Commission Expires:

NOTARY PUBLIC

EXHIBIT A
DEED RESTRICTION
LEGAL DESCRIPTION

A PORTION OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 4, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST A DISTANCE OF 2,777.12 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 2,388.06 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 122.93 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 4.93 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 14 MINUTES 01 SECONDS WEST, A DISTANCE OF 752.13 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 05 SECONDS WEST, A DISTANCE OF 88.50 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 584.01 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 57 SECONDS WEST, A DISTANCE OF 63.98 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.94 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 252.86 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 447.95 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 57 SECONDS WEST, A DISTANCE OF 53.29 FEET;

THENCE SOUTH 05 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 208.30 FEET;

THENCE SOUTH 04 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 197.09 FEET;

THENCE SOUTH 05 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 178.19 FEET;

THENCE NORTH 84 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 86.16 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 731.80 FEET;

THENCE NORTH 85 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 86.33 FEET;

THENCE SOUTH 04 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 133.98 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 57 SECONDS EAST, A DISTANCE OF 374.81 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 136.13 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 57 SECONDS EAST, A DISTANCE OF 88.52 FEET TO
THE POINT OF BEGINNING.



Point of Beginning : North: 953132.4819' East: 574260.2217'

Segment #1 : Line

Course: N84° 46' 01.34"W Length: 86.163'

North: 953140.3405' East: 574174.4178'

Segment #2 : Line

Course: N0° 13' 58.66"E Length: 731.797'

North: 953872.1316' East: 574177.3932'

Segment #3 : Line

Course: N85° 13' 58.66"E Length: 86.330'

North: 953879.3060' East: 574263.4247'

Segment #4 : Line

Course: S4° 46' 01.34"E Length: 133.978'

North: 953745.7918' East: 574274.5589'

Segment #5 : Line

Course: S89° 45' 57.48"E Length: 374.812'

North: 953744.2609' East: 574649.3680'

Segment #6 : Line

Course: N0° 13' 54.80"E Length: 136.125'

North: 953880.3848' East: 574649.9189'

Segment #7 : Line

Course: S89° 45' 57.48"E Length: 88.519'

North: 953880.0233' East: 574738.4373'

Segment #8 : Line

Course: S0° 14' 00.70"W Length: 752.130'

North: 953127.8999' East: 574735.3718'

Segment #9 : Line

Course: N89° 46' 05.20"W Length: 88.498'

North: 953128.2581' East: 574646.8748'

Segment #10 : Line

Course: N0° 13' 54.80"E Length: 584.008'

North: 953712.2611' East: 574649.2384'

Segment #11 : Line

Course: N89° 45' 57.48"W Length: 63.983'

North: 953712.5225' East: 574585.2558'

Segment #12 : Line

Course: S0° 14' 02.52"W Length: 447.944'

North: 953264.5819' East: 574583.4261'

Segment #13 : Line

Course: N89° 46' 01.34"W Length: 252.863'

North: 953265.6100' East: 574330.5648'

Segment #14 : Line

Course: N0° 13' 58.66"E Length: 447.949'

North: 953713.5554' East: 574332.3862'

Segment #15 : Line

Course: N89° 45' 57.48"W Length: 53.294'

North: 953713.7730' East: 574279.0927'

Segment #16 : Line

Course: S5° 13' 58.66"W Length: 208.304'

North: 953506.3376' East: 574260.0943'

Segment #17 : Line

Course: S4° 46' 01.34"E Length: 197.092'

North: 953309.9278' East: 574276.4735'

Segment #18 : Line

Course: S5° 13' 58.66"W Length: 178.189'

North: 953132.4819' East: 574260.2217'

Perimeter: 4911.977' Area: 260757.15 Sq. Ft.



DEED RESTRICTED BLOCK AREA FOR SURPRISE CENTER

A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

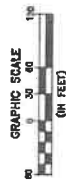
beek
CONSULTING ENGINEERS
3014 N. 23RD AVENUE
SUITE #3
PHOENIX, AZ 85021
PHONE: (602) 848-8521
FAX: (602) 848-8521

DATE: 08/14/2020
DRAWN BY: JH
CHECKED BY: JH
DESIGNED BY: JH
SCALE: 1"=60'
SCALE (V):

DEED RESTRICTED BLOCK AREAS
ALTA SURPRISE
SURPRISE, ARIZONA



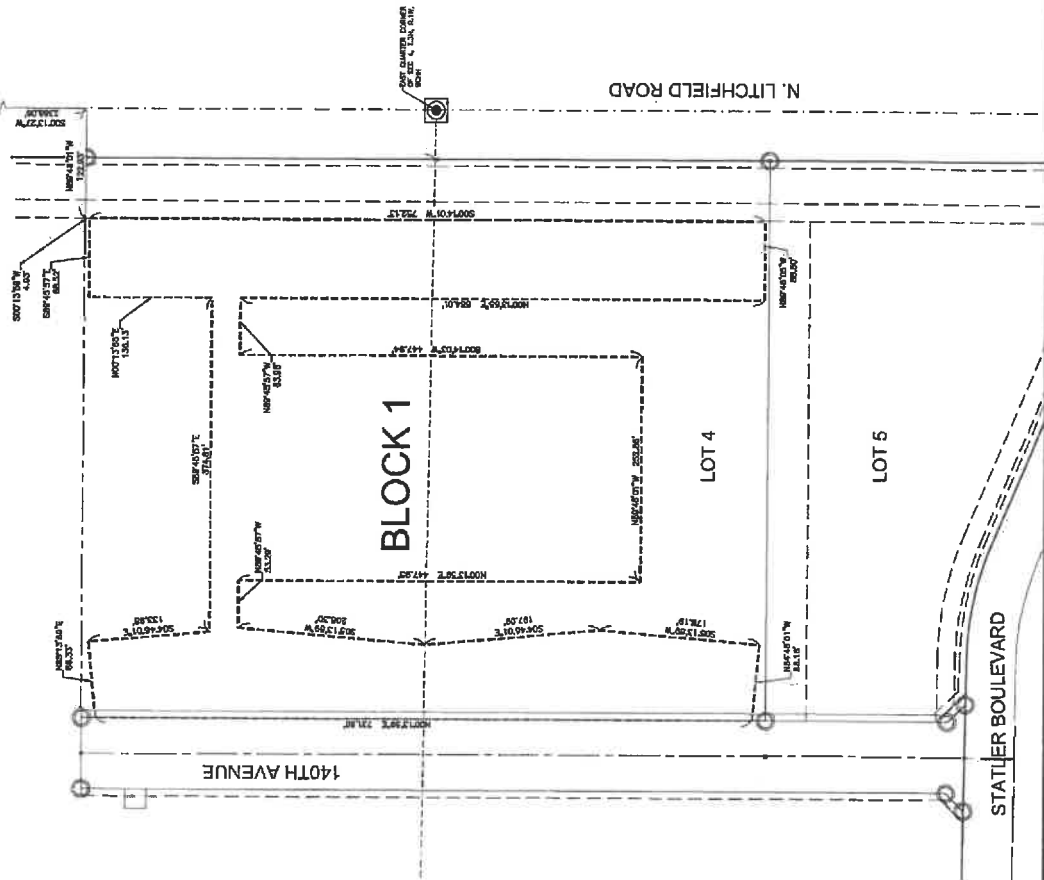
PROJECT NO.
18400
1 OF 1



LEGEND
--- BLACK BOUNDARY
--- PROPERTY BOUNDARY

AREA TABLE

BLOCK AREA	AREA (SF)	AREA (AC)	ROUND-UP
1	261,727.05	6.08	6 ACRES
TOTAL	261,727.05	6.09	6 ACRES



FS21-3882



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 21, 2021 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 5
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Quit Claim Deed to Surprise Center Development Company, LLC, for the limited purpose of releasing deed restrictions on a property generally located near Bell Road and Litchfield Road.

Motion:

I move to approve the Quit Claim Deed to Surprise Center Development Company, LLC for the purpose of releasing deed restrictions.

Background:

In 2013 the City of Surprise and the City of Phoenix entered into an Intergovernmental Agreement (IGA) for the Assignment and Assumption of Beneficial Interest under Recorded Deed Restrictions. The IGA allows for the removal of deed restrictions placed on the property due to the Luke Auxiliary Field location in the area. The IGA establishes a procedure and price associated with the removal of the restrictions. Leon Capital Group is ready to move forward to remove those restrictions for future development.

Objective Analysis:

The City is granting release of deed restrictions in our ongoing partnership with the surrounding community for future development.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

The cost to remove the restrictions is \$214,538.13. This consideration will be tendered directly to the City of Surprise by Leon Capital Group. The City will then remit the payment amount to The City of Phoenix once the deed restrictions are lifted per the IGA recordation #2013-082868.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Quit Claim Deed
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

QUIT CLAIM DEED

Pursuant to that certain Intergovernmental Agreement dated December 19, 2013 between the City of Surprise and the City of Phoenix, the City of Surprise, an Arizona municipal corporation (the "City") hereby quit-claims to SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., an Arizona limited liability company, all of the City's right, title and interest in the real property situated in the County of Maricopa, State of Arizona, known as Assessor's Parcel No. 501-18-570 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, specifically including the benefit of the deed restrictions recorded as documents no. 00-0325404, re-recorded 2019-0065891; 00-0325405, re-recorded 2019-0065892; and 00-0325406 in the office of the County Recorder for Maricopa County, Arizona.

DATED: _____, 20__.

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____

Name:

Title:

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

My Commission Expires:

NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Released Property

EXHIBIT A
DEED RESTRICTION
LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 89 DEGREES 23 MINUTES 04 SECONDS WEST A DISTANCE OF 2638.64 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1,603.13 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 36 MINUTES 56 SECONDS WEST, A DISTANCE OF 714.70 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 106.79 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 03 SECONDS WEST, A DISTANCE OF 226.50 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE 152.49 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 03 SECONDS EAST, A DISTANCE 300.36 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE 383.41 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 03 SECONDS WEST , A DISTANCE 300.36 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE 152.49 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 03 SECONDS EAST, A DISTANCE 226.50 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE 118.03 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS WESTCO , A DISTANCE 310.84 FEET;

THENCE NORTH 44 DEGREES 52 MINUTES 27 SECONDS WEST, A DISTANCE OF 28.24 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 27 SECONDS EAST, A DISTANCE 874.30 FEET;

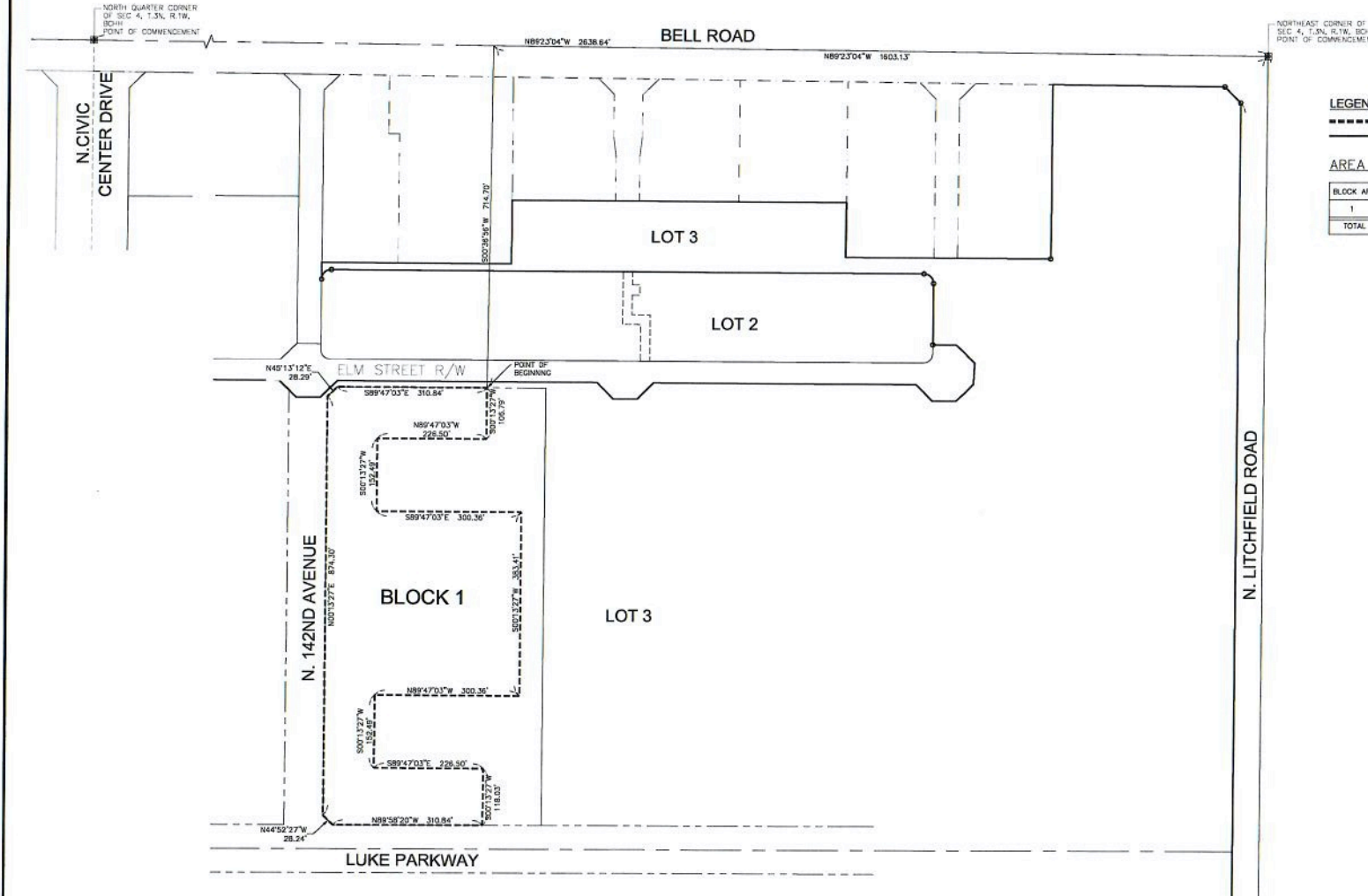
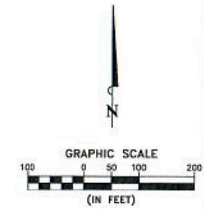
THENCE NORTH 45 DEGREES 13 MINUTES 12 SECOND EAST, A DISTANCE OF 28.29 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 03 SECONDS EAST, A DISTANCE 310.84 FEET TO THE POINT OF BEGINNING.

DEED RESTRICTED BLOCK AREA FOR

LEON SURPRISE AT SURPRISE CENTER

A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



LEGEND

- BLOCK BOUNDARY
- PROPERTY BOUNDARY

AREA TABLE

BLOCK AREA	AREA (SQ')	AREA (AC)	ROUND-UP
1	281,146.26	5.995	6 ACRES
TOTAL	281,146.26	5.995	6 ACRES

beck
CONSULTING ENGINEERS
P.O. BOX 1000
SUITE 100
PHOENIX, AZ 85001
TEL: (602) 943-8200
FAX: (602) 943-8201

SCALE (H): 1"=100'
SCALE (V): 1"=100'
DESIGNED BY: HW
CHECKED BY: MS
DATE: 06/14/2021

DEED RESTRICTED BLOCK AREAS
LEON SURPRISE
SURPRISE CENTER
SURPRISE, ARIZONA

NO.	DATE	REVISION
1	06/14/2021	INITIALS



PROJECT NO.
222000
1 OF 1

FS21-

Point of Beginning : North: 958685.2055' East: 581040.2897'

Segment #1 : Line

Course: S0° 13' 27.35"W Length: 383.409'

North: 958301.7992' East: 581038.7890'

Segment #2 : Line

Course: N89° 47' 03.00"W Length: 300.358'

North: 958302.9307' East: 580738.4328'

Segment #3 : Line

Course: S0° 13' 27.35"W Length: 152.493'

North: 958150.4388' East: 580737.8359'

Segment #4 : Line

Course: S89° 47' 03.00"E Length: 226.500'

North: 958149.5855' East: 580964.3343'

Segment #5 : Line

Course: S0° 13' 27.35"W Length: 118.031'

North: 958031.5555' East: 580963.8723'

Segment #6 : Line

Course: N89° 58' 20.43"W Length: 310.842'

North: 958031.7055' East: 580653.0308'

Segment #7 : Line

Course: N44° 52' 26.54"W Length: 28.236'

North: 958051.7151' East: 580633.1090'

Segment #8 : Line

Course: N0° 13' 27.35"E Length: 874.299'

North: 958926.0071' East: 580636.5311'

Segment #9 : Line

Course: N45° 13' 12.17"E Length: 28.286'

North: 958945.9316' East: 580656.6092'

Segment #10 : Line

Course: S89° 47' 03.00"E Length: 310.840'

North: 958944.7607' East: 580967.4468'

Segment #11 : Line

Course: S0° 13' 27.35"W Length: 106.790'

North: 958837.9713' East: 580967.0288'

Segment #12 : Line

Course: N89° 47' 03.00"W Length: 226.500'

North: 958838.8245' East: 580740.5304'

Segment #13 : Line

Course: S0° 13' 27.35"W Length: 152.489'

North: 958686.3370' East: 580739.9335'

Segment #14 : Line

Course: S89° 47' 03.00"E Length: 300.358'

North: 958685.2055' East: 581040.2897'

Perimeter: 3519.431' Area: 261146.26 Sq. Ft.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 21, 2021
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations: None

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Internal

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

Agenda Wording:

Consideration and action pertaining to the approval of an Intergovernmental Agreement with the City of El Mirage, authorizing the City to accept funding in the amount of \$685,000 for mortgage, rental, and utility assistance, and amending the Fiscal Year 2022 Budget by moving budget authority in the amount of \$685,000 from Contingency within the Grants Fund to Project G51710 ARPA (American Rescue Plan Act); Resolution # 2021-174.

Motion:

I move to approve Resolution # 2021-174.

Background:

Surprise is currently administering a Community Action Program (CAP), as a subrecipient to Maricopa County, to provide CAP services, including Crisis Case Management and Financial Assistance Services, to eligible residents of a defined Community Service Area that includes the Cities of Surprise and El Mirage pursuant to an Intergovernmental Agreement Between Maricopa County and the City of Surprise.

On March 11, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (ARPA), which provides fiscal relief funds to State and Local Governments, and other program areas aimed at mitigating the continuing effects of the COVID-19 Pandemic. ARPA is intended to provide support to local governments in responding to the impact of the pandemic.

The cities of El Mirage and Surprise desire to create a utility assistance program for eligible local residents to provide ARPA funds to pay for rent, mortgage, and utility assistance and a part-time temporary position through FY2023 as an addition to Surprise's administration of the CAP pursuant to its IGA with Maricopa County.

Objective Analysis:

This action will allow the City to accept funding from El Mirage to facilitate a rental, mortgage, and utility assistance program in addition to the administration of the CAP program.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This action will allow expenditures of up to \$450,000 for the remainder of FY2022. Any amount remaining will roll into FY2023 along with an additional \$235,000. The amounts represent funding for temporary staff and crisis assistance services through FY2023. This is a one-time grant and all expenditures will be fully reimbursed with no match requirement.

Budget Impact:

This allocation represents the moving of budget authority in the amount of \$685,000 from Contingency within the Grants Fund to project G51710 ARPA - City of El Mirage. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This item does not impact the full-time equivalent count.

ATTACHMENTS:

1. RES 2021-174 El Mirage IGA
 2. IGA for ARPA Assistance Services
-

RESOLUTION # 2021-174

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EL MIRAGE, AUTHORIZING THE CITY TO ACCEPT FUNDING IN THE AMOUNT OF \$685,000 FOR MORTGAGE, RENTAL AND UTILITY ASSISTANCE, AND AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$685,000 FROM CONTINGENCY WITHIN THE GRANTS FUND TO PROJECT G51710 ARPA (AMERICAN RESCUE PLAN ACT).

WHEREAS, pursuant to Arizona Revised Statute §11-951, et seq., the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purposes set forth within;

WHEREAS, Surprise is currently administering a Community Action Program (“CAP”), as a subrecipient to Maricopa County, to provide CAP services, including Crisis Case Management and Financial Assistance Services, to eligible residents of a defined Community Service Area (“CSA”) that includes the Cities of Surprise and El Mirage pursuant to an Intergovernmental Agreement Between Maricopa County and the City of Surprise.

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (“ARPA”), which provides fiscal relief funds to State and Local Governments, and other program areas aimed at mitigating the continuing effects of the COVID-19 Pandemic. ARPA is intended to provide support to local governments in responding to the impact of the pandemic

WHEREAS, El Mirage and Surprise desire to create a utility assistance program for eligible local residents to provide ARPA funds (the “Program Funds”) to pay for rent, mortgage, and utility assistance and a part-time temporary position through FY2023 as an addition to Surprise’s administration of the CAP pursuant to its IGA with Maricopa County;

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the rental, mortgage and utility assistance to both cities as part of the CAP Program;

WHEREAS, the FY2022 budget was adopted by Council Resolution #2021-87 on June 1, 2021;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2021 through June 30, 2022.

Section 2. The Intergovernmental Agreement between the City of Surprise and the City of El Mirage, attached as *Exhibit B*, is approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2021-174 **Exhibit A**

1. Appropriation - The allocation below represents the moving of budget authority in the amount of \$685,000 from Contingency within the Grants Fund to project G51710 ARPA - City of El Mirage to accept funding from the City of El Mirage to add a grant-funded part-time temporary position and rental, mortgage, and utility assistance to residents of El Mirage. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51710 ARPA (City of El Mirage)	E	-	685,000	685,000
Grants	Human Svcs and Comm Vitality	#G51710 ARPA (City of El Mirage)	R	-	685,000	685,000
Grants/Contingency	General Operations	Contingency	E	2,577,400	(685,000)	1,892,400
Grants/Contingency	General Operations	Other	R	2,658,000	(685,000)	1,973,000
Expense Total				2,577,400	-	2,577,400
Revenue Total				2,658,000	-	2,658,000

RESOLUTION # 2021-174
Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF EL MIRAGE, ARIZONA
AND
CITY OF SURPRISE, ARIZONA**

MORTGAGE, RENTAL, AND UTILITY ASSISTANCE

THIS INTERGOVERNMENTAL AGREEMENT (the “IGA”), with an effective date of December ____ 2021, is entered into by and between the CITY OF EL MIRAGE, a municipal corporation of the State of Arizona (hereinafter “El Mirage”), and the CITY OF SURPRISE, a municipal corporation of the State of Arizona (hereinafter “Surprise”). El Mirage and Surprise are collectively referred to hereinafter as the “Parties.”

RECITALS

WHEREAS, Surprise is currently administering a Community Action Program (“CAP”), as a subrecipient to Maricopa County, to provide CAP services, including Crisis Case Management and Financial Assistance Services, to eligible residents of a defined Community Service Area (“CSA”) that includes the Cities of Surprise and El Mirage pursuant to an Intergovernmental Agreement Between Maricopa County and the City of Surprise (Contract No. C-22-16-043-3-08) that originally commenced on July 1, 2016, and which was most recently extended by Amendment No. 8 thereto approved by Surprise on June 16, 2021, and by Maricopa County on June 30, 2021;

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (“ARPA”), which provides fiscal relief funds to State and Local Governments, and other program areas aimed at mitigating the continuing effects of the COVID-19 Pandemic;

WHEREAS, ARPA is intended to provide support to local governments in responding to the impact of the pandemic;

WHEREAS, ARPA includes Coronavirus State and Local Fiscal Recovery Funds to support urgent COVID response efforts to decrease the spread of the virus; to replace lost public sector revenue; to strengthen support for vital public services; to support immediate economic stabilization for households and businesses; and to address systemic public health and economic challenges that have contributed to unequal impacts of the pandemic on certain populations;

WHEREAS, the United States Department of Treasury has adopted the Interim Final Rule as Guidance regarding the use of ARPA funds; ,

WHEREAS, El Mirage and Surprise have identified expenditures for Responding to Negative Economic Impacts from the pandemic as a priority; ,

WHEREAS, El Mirage and Surprise find that their residents are in need of assistance with rent, mortgage, and utility payments, including water; ,

WHEREAS, El Mirage and Surprise find that it is in the best interests of public health and safety to use ARPA funds to assist their residents in paying rent, mortgage, and utility payments to ensure residents have access to housing and safe drinking water and sanitation services;

WHEREAS, El Mirage and Surprise desire to create a utility assistance program for eligible local residents to provide ARPA funds (the “Program Funds”) to pay for rent, mortgage, and utility assistance as an addition to Surprise’s administration of the CAP pursuant to its IGA with Maricopa County;

WHEREAS, El Mirage and Surprise desire to enter into this IGA to have Surprise administer the Program Funds for both cities, as part of the CAP, in accordance with the Program Benchmarks set forth in Exhibit A and the Scope of Work set forth in Section 2 below; and,

WHEREAS, the Parties are authorized, pursuant to A.R.S. §11-952, to enter into agreements for joint or cooperative action.

NOW, THEREFORE, the Parties agree as follows:

1. **Duration of IGA.** This IGA shall commence on the date it is fully executed by the Parties, which date shall be inserted into the first paragraph, and expire on June 30, 2023, unless sooner terminated in accordance with Paragraph 18, or if the Program Funds are depleted, in which case the Parties agree to terminate this IGA. Should the Program Funds not be fully expended, there will be the option to extend by mutual agreement of the Parties.
2. **Scope of Work.** Surprise shall disburse the Program Funds received from El Mirage to eligible El Mirage residents in accordance with the requirements set forth in Exhibit B of this IGA (the “Services”). Surprise also agrees to maintain accurate financial records to enable El Mirage to verify that the Program Funds provided under this IGA are expended in accordance with this IGA. Surprise shall comply with all applicable Federal, state, and local laws and regulations in disbursing Program Funds pursuant to this IGA.
3. **Reporting.** Each month this IGA is in effect, Surprise shall provide El Mirage with an invoice for payment which shall include a report of Program Funds received from El Mirage spent for that month including the account number, the street address, and name of residents receiving Program Funds and the amount awarded. At the completion of the Services, Surprise shall submit to El Mirage an itemized report setting forth how all Program Funds received from El Mirage were expended.
4. **Inspection.** Within five business days of receipt of a written request from El Mirage, Surprise agrees to make available for inspection during regular business hours all financial records relating to the Services.
5. **Contract Noncompliance:** If either Party should determine that the other is in breach of this IGA, the non-breaching Party may give written notice to the breaching Party of the specific area of alleged noncompliance. Thereafter, the Party alleged to be in breach shall

respond in writing within 15 business days of the date of the notice and either dispute the claim of breach or provide a plan to correct the breach.

6. **Entire Agreement; Amendments:** This IGA represents the entire agreement between the Parties with respect to the subject matter hereof. This IGA may not be amended except through an appropriate writing signed by both Parties.
7. **Assignment Prohibited:** No Party to this IGA may assign any rights acquired hereby, without first obtaining the written consent of the other Party.
8. **No Discrimination:** Neither the Parties nor any of their respective employees or agents will discriminate on the basis of any protected status under law in providing the Services under this IGA.
9. **Immigration Law Warranty:** As required by A.R.S. § 41-4401, the Parties each warrant their compliance with all federal and state immigration laws and regulations that relate to their employees. Any subcontractors engaged by the Parties to perform the Services under this IGA shall also warrant in writing their compliance with all federal immigration laws and regulations as well as A.R.S. § 23-214(A) that relate to such subcontractor's employees. A breach of this warranty shall be deemed a material breach of this IGA that is subject to penalties up to and including termination of the IGA or any subcontract.
10. **Facilities/Resources:** It is the responsibility of El Mirage to provide space for services to be provided. Hours will be kept by the El Mirage/Surprise CAP office staff person in El Mirage from 8 a.m. to 12 p.m. Monday through Wednesday.
11. **Term of IGA; Renewals:** The initial term of this IGA shall commence on the date it is fully executed by both Parties, and shall terminate on June 30, 2023, or when the Program Funds have been depleted. The Term may not be extended except upon written agreement of the Parties.
12. **Mutual Indemnification.** Each Party shall defend, hold harmless and indemnify the other Party, its agents, representatives, officials, employees, and representatives from and against any claims, losses, and expenses (including reasonable attorney's and expert witness fees) arising from that Party's negligent and/or intentional acts and/or omissions pursuant to this IGA.
13. **Severability.** The invalidity of any provision of this IGA, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, so long as the original intent of the Parties is not defeated thereby.
14. **Applicable Law.** The terms and conditions of this IGA shall be construed and governed in accordance with the laws of the State of Arizona.

15. Termination

- a. Termination for Convenience.** Either Party may terminate this IGA at any time upon 90 days written notice to the other Party of its intention to terminate.
- b. Termination by Mutual Consent.** This IGA may be terminated at any time by mutual consent of the Parties.
- c. Termination for Breach.** In the event of a breach of any term or condition of this IGA by either Party, the Party claiming breach shall provide written notice to the other Party, said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) business days of receipt of notice, the Party claiming breach may terminate this IGA without further notice.

16. Disputes; Trial by Court. The Parties expressly covenant and agree that in the event of a dispute arising from this IGA, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the court. In the event of litigation, the Parties hereby agree that the sole remedies available to the prevailing party shall be specific performance, declaratory judgment, or injunction. Neither Party may seek or be awarded monetary damages, except as otherwise expressly provided by this IGA.

17. Disputes; Attorney Fees. The Parties expressly covenant and agree that in the event of litigation arising from this IGA, neither Party shall be entitled to an award of attorney's fees, either pursuant to this IGA, pursuant to A.R.S. § 12-341.01(A) and (B), 12-348.01, or pursuant to any other state or federal statute.

18. Notices. Notices relating to this IGA shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States first class mail, certified or registered postage prepaid, addressed as follows:

City of El Mirage:

City of El Mirage
City Manager
10000 N. El Mirage Road
El Mirage, Arizona 85335

City of Surprise:

City of Surprise
City Manager
16000 N. Civic Center Plaza
Surprise, Arizona, 85371

These addresses may be changed by either Party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each Party by the Party changing the address.

19. Conflict of Interest. This IGA is subject to A.R.S. § 38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

APPROVALS

City of El Mirage

Alexis Hermosillo, MAYOR

Date: _____

City of Surprise

Skip Hall, MAYOR

Date: _____

ATTEST:

City of El Mirage, City Clerk

Date: _____

ATTEST:

City of Surprise, City Clerk

Date: _____

DETERMINATIONS OF COUNSEL

Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for the City of El Mirage who has determined that the IGA is in proper form and is within the powers and authority granted under the laws of this State to the City.

Justin Pierce
City Attorney

Date: _____

Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for the City of Surprise who has determined that the IGA is in proper form and is within the powers and authority granted under the laws of this State to the City.

Robert Wingo
City Attorney

Date: _____

EXHIBIT A

PROGRAM BENCHMARKS

Program Funds are intended to assist eligible City residents in need of financial assistance with delinquent rent, mortgage and utilities, including water. To qualify, City residents must (1) demonstrate a financial hardship caused by the COVID-19 pandemic, and (2) be in need of assistance with one or more delinquent accounts as follows:

To qualify for the Program, eligible City of El Mirage residents must:

Apply. Residents can begin the pre-screening process by either of the following:

- Residents can complete a pre-screening through the Maricopa County Online Portal, or
- For those needing assistance online, the HOPELINE is available at 623-222-4673

This specific funding is available one time to eligible residents.

Documentation. To qualify for the Program, eligible City residents must provide:

- *Photo Identification.* (For applicant only)
- *Verification of **all** income received for the **most recent 60 days** by any household member.*
 - *For example: Social Security award letter, paystubs, verification of unemployment insurance benefits, pensions, child support checks, DES cash assistance award letter, etc.*
- *Proof of residency in the City of El Mirage.* This may include:
 - Address on Driver License or other approved identification
 - Title or deed for home
 - Property tax statement for home
 - Lease agreement for home
 - Verification of rent or utility payments to City of El Mirage with street address and name of customer documenting residency.
- *Proof of COVID Impact.*
 - *For example: Verification of unemployment during pandemic, letter from employer for loss of income, etc.*
- *Current lease for rental assistance.*
- *Current or most recent utility bill for electric, gas, and/or water. Please bring the entire statement or bill that shows a full month's billing cycle or service for the most recent month.*

Additional requirements may apply at the discretion of the City. The City shall provide Surprise notice of any amendments to this Exhibit A Program Benchmarks, with such amendments going into effect thirty (30) days after such notice.

EXHIBIT B

SCOPE OF WORK

- A. Surprise shall use the Funds received from the City to provide rent, mortgage and utility assistance to eligible City residents as follows:
- Surprise Duties. Surprise shall screen City residents for need of rent, mortgage, and utility assistance to provide relief due to the COVID-19 public health emergency.
 - Pre-screening Process. Surprise shall use a pre-screening process to assist residents in applying for relief in a format approved by the City to ensure ease of use and adequacy.
 - Eligible Rent, Mortgage, and Utility Relief. Surprise shall only use Program Funds to pay for rent, mortgage, and utility assistance, including water for those effected by the COVID-19 pandemic after attempting to use available CAP funding.
 - Income Qualifications: The City will use 80 to 100% Area Median Income (AMI) for these funds, which matches the income requirements from earlier coronavirus relief funding.
 - Maximum Amount. Surprise may approve rent, mortgage, and utility assistance payments for a maximum of four months per resident (or single-family unit) for assistance.
 - Direct Payment. Surprise shall pay delinquent amounts directly to the vendor (example: City, Utility Company, Landlord or Mortgage Company) and not provide Program Funds to residents.
 - Confidentiality. Surprise acknowledges and agrees that it will obtain highly sensitive information regarding City of El Mirage residents and rent, mortgage, and utility accounts and that it shall keep all such information confidential and not for public disclosure unless otherwise required by law. All Program information shall be kept in locked cabinets or otherwise secured. Access to files must be limited to Surprise's staff, the City of El Mirage and Surprise, and applicants.
- B. In order to receive assistance, City residents must provide the documentation required in Exhibit A.
- C. Surprise must inform applicants that money is not guaranteed.

EXHIBIT C

BUDGET

FY 2022

Part-time temporary Resource Center Specialist to staff the El Mirage CAP Office (28 hours weekly): \$31,400

Rent, mortgage, and utility assistance: \$418,600

Total: \$450,000

FY2023

Part-time temporary Resource Center Specialist to staff the El Mirage CAP Office (28 hours weekly): \$31,400

Rent, mortgage, and utility assistance: \$203,600

Total: \$235,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 21, 2021

Contact Person: Chris Boyd, AD - BS DV & CD
ENF

Submitting Department: Community Development District: District 1

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a lease agreement between the City of Surprise, the Arizona Army National Guard, and the Arizona Department of Emergency and Military Affairs for the purpose of the State of Arizona constructing a future Surprise Readiness Center on vacant City property.

Motion:

I move to approve the ground lease agreement between the City of Surprise, the Arizona National Guard and Department of Emergency and Military Affairs.

Background:

The Arizona Department of Emergency and Military Affairs requires a lease agreement with the City of Surprise in order to construct the future Surprise Readiness Center for the Arizona Army National Guard (AZ ARNG). The Parcel of land is located in the Southwest Quarter of Section 22, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian in the City of Surprise. The parcel is 20 acres in total with 55,062 sq. ft. of readiness center space. The lease terms are for a period of fifty years at an annual payment to the City of \$1.00 per year.

Objective Analysis:

The lease agreement is a crucial step in the MILCON execution process. A signed lease agreement between the Arizona Department of Emergency and Military Affairs (DEMA) and the City of Surprise is needed to proceed with the MILCON project for planned construction beginning in FY2023. Without a signed lease agreement between DEMA and the City of Surprise, the MILCON project will be unable to move forward.

Policy Compliant:

This item is policy compliant.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services. AZ ARNG will assume full responsibility for ongoing maintenance and operation costs, as well as paying the City an additional nominal lease fee.

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. Lease Agreement - Army National Guard - Staff Report 12.21.21 CC
 2. Lease Agreement - Army National Guard Site Map - 12.21.21 CC FINAL
 3. 20211008 TAG Signed_Army_City_of_Surprise_Ground_Lease.jf
 4. Lease Agreement - Army National Guard - 12.21.21 CC FINAL
-

Lease Agreement

REPORT TO MAYOR AND CITY COUNCIL

Topic of Discussion: Proposed lease agreement to construct a future Surprise Readiness Center for the Arizona Army National Guard (AZ ARNG)

Meeting Date: December 21, 2021

Presenter: Chris Boyd, Director of Community Development

Discussion:

City of Surprise staff which includes the City Attorney's office, Economic Development, Water Resource Management, Public Works and Community Development, have worked with multiple state agencies to explore possibilities in a collaborative effort to create a mutually beneficial partnership agreement, to design and build the Surprise Readiness Center for the Arizona Army National Guard and the Arizona Department of Emergency Affairs.

As a result of this effort, the Arizona Department of Emergency and Military Affairs requires a lease agreement with the City of Surprise in order to construct the future Surprise Readiness Center for the Arizona Army National Guard.

The City owns approximately 140 acres off of N 183rd Avenue, south of Deer Valley Road. Currently 35 of those acres are being used for the Special Planning Area (SPA) 3 wastewater treatment plant, which serves nearby developments. The proposed lease agreement involves 20 acres of city owned land for the purpose of building out approximately 55,000 square feet for the readiness center.

The proposed project will proceed through the City's normal development review process, and will also be subject to applicable development and impact fees.

The State will have primary use of the facilities, however, a joint use agreement will be in place allowing for City use of joint areas within the facility for several functions to include meetings, training, community policing, emergency operations, and other appropriate uses which do not conflict with the State's primary use of said facility.

The lease terms are for a period of fifty years at an annual payment of \$1.00 per year. Furthermore, the State will assume full responsibility for ongoing maintenance and operation costs.

Summary:

The City of Surprises wishes to establish a lease agreement with the Arizona Department of Emergency and Military Affairs so construction may move forward on the proposed Surprise Readiness Center for the Arizona Army National Guard.

Attachments:

1. Staff Report

- 42 2. Map of Site
- 43 3. Presentation



Map of Site Lease Agreement

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE (Surname), GRADE AND DATE		TO	ACTION	SIGNATURE (Surname), GRADE AND DATE
1	Legal Review	Approved as to Form	Ms. Jacinta Figueroa Jacinta Figueroa Digitally signed by Jacinta Figueroa Date: 2021.10.01 08:35:41 -0700	6			
2	NGAZ-COS	Concur/ Non Concur	Zoe Ollinger, O6	7			
3	NGAZ-LCC	Concur/ Non Concur	Londie J. Branum Jr., O7	8			
4	NGAZ-DAS-COS	Review	David J. Ciesielski, O6	9			
5	NGAZ-TAG	Approve/ Disapprove	Kerry L. Muchlenbeck, O8	10			

SURNAME OF ACTION OFFICER AND GRADE	SYMBOL	PHONE	TYPIST'S INITIALS	SUSPENSE DATE
Steven Tuy	NGAZ-FMO-PP	602-267-2475	ST	20211008
SUBJECT				DATE
City of Surprise Ground Lease				20210930

SUMMARY **Attachments**

1. PURPOSE: Requesting the Adjutant General's consideration, approval and signature of the City of Surprise Ground Lease for the future Surprise MILCON project.

2. BACKGROUND: The Arizona Department of Emergency and Military Affairs requires a lease agreement with the City of Surprise in order to construct the future Surprise Readiness Center for the AZ ARNG. The parcel of land is located in the Southwest Quarter of Section 22, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian in the city of Surprise. The parcel is 20 acres in total and 55,062 sq ft of readiness center space. The lease terms are for a period of fifty (50) years at an annual payment of \$1.00 per year. The lease agreement is a crucial step in the MILCON execution process. Without a signed lease agreement between DEMA and the City of Surprise, we are unable to proceed forward with the MILCON project. Construction is planned for the beginning of FY23.

3. RECOMMENDATION: Sign as requested.

//Signed//
Steven S. Tuy
CFMO Planning and Programming Director

TABs
1. Surprise Ground Lease

**GROUND LEASE
BETWEEN
THE CITY OF SURPRISE
AND
THE ARIZONA NATIONAL GUARD
AND
THE DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

This Ground Lease ("Lease") is made between the City of Surprise, Arizona, as the Lessor, and, pursuant to A.R.S. § 26-231(A), the Arizona Department of Emergency and Military Affairs (DEMA) and the Arizona National Guard, a State agency, the Lessee. The entities will be referred to as "City" and "State" respectively and collectively as the "Parties."

RECITALS

WHEREAS, the City, as Lessor, enters into this Lease with the State for the construction of a National Guard Readiness Center ("Center") to be located on 20 acres of vacant real property ("Property") owned by the City of Surprise, and described in Exhibit A;

WHEREAS, the plans for the Center facilities and construction will be done in accordance to National Guard Pamphlet (NGB PAM) 415-12;

WHEREAS, the Property and a Description of the Proposed Construction of the Center, are described in Exhibit D;

WHEREAS, the City may use the Center as set forth in the Joint Use Agreement ("JUA") executed between the Parties and attached as Exhibit E;

NOW THEREFORE, in consideration of the above recitations and of the mutual covenants hereinafter contained, and for the good of valuable consideration, the Parties agree as follows:

BASIC TERMS

Section I. TERM

I.1. Term. The City hereby leases the Property to the State for a period of fifty (50) years ("Term") commencing on the ____ day of ____, 2021 and terminating on ____ day of ____, 2071. The Lease shall be subject to earlier termination under Section VI.

I.2. Delivery of Possession. The City shall deliver possession and the State shall accept possession of the Property on the commencement date in paragraph I.1.

I.3. Lease Renewal. The State shall have the right to renew this Lease at any time prior to the end of the Lease Term for an additional fifty (50) year term ("Lease Renewal Term"), provided the State is not in default of any of its obligations under this Lease at the time the State exercises this right. The terms and conditions of the Lease during the Lease Renewal Term shall

be the same terms and conditions contained in this Lease with the exception of any changes necessary to comply with intervening changes to statutory or other applicable authority, and/or any changes mutually acceptable to both Parties.

Section II. RENT

II.1. Rent. In exchange for the annual payment of \$1.00 per year, payable for the full term of the Lease upon execution of this instrument and other good and valuable consideration, receipt of which is hereby acknowledged, the City agrees to lease the Property to the State, and the State agrees to lease the Property from the City. So long as the Property is leased to the State, the State shall not be responsible for any additional rent to the City.

II.2. Consideration In-Kind. The City shall receive the foregoing rent in the amount of \$1.00 in the form of in-kind consideration comprised of planning, design, construction, and maintenance of the Center. In addition, the City shall receive the reversionary interest in the Center, Premises and Property at the end of the Lease.

Section III. NOTICE

All official correspondence and notices to be given under this Lease shall be made in writing and served, emailed, or mailed upon the other by first class mail, postage prepaid, to the Party at its address stated below or at such other address as the Party may provide in writing from time to time.

For the State: Arizona Department of Emergency & Military Affairs
ATTN: CFMO
5636 E. McDowell Rd., Bldg. M5330
Phoenix, Arizona 85008
Email: ng.az.azarng.list.cfmo@mail.mil

With Copy to: Arizona Department of Emergency & Military Affairs
Judge Advocate General
5636 E. McDowell Rd., Bldg. M5101
Phoenix, Arizona 85008

For the City: Mike Gent
Deputy City Manager
Director, Public Works
623.222.6223
Mike.Gent@surpriseaz.gov

And Lee Lambert
Director, Water Resources Management
623.222.7032
Lee.Lambert@surpriseaz.gov

With Copy to: Robert Wingo
City Attorney

Any Party may change notice of address by giving notice to the other Party in writing of a change of address. Such change shall be deemed to have been effectively noticed five (5) days after mailed by the Party changing address.

Section IV. CONSTRUCTION AND DEVELOPMENT

IV.1. Construction According to Plans. The Arizona National Guard Readiness Center shall be constructed in accordance with all plans previously approved by the federal National Guard Bureau (“NGB”), including but not limited to development plans, improvement plans, and permits (collectively, “Plans”), which shall be constructed in accordance with the current National Guard Standards utilizing NG PAM 415-5, *Army National Guard Military Construction Program Execution*, and NGB PAM 415-12, *Army Guard Facilities Allowances*. Notwithstanding the foregoing, all Plans and permit applications shall be submitted to the City for review and approval prior to construction of the Center and/or any work on the Property or the Premises.

IV.2. Statutory Review. The Arizona Department of Administration may conduct a statutory review of the Plans prior to construction of the Center. The State’s design and construction of the Center shall be in accordance with applicable laws enforceable against the State. Notwithstanding the foregoing, all Plans and permit applications shall be submitted to the City for review and approval prior to construction of the Center and/or any work on the Property or the Premises. Further, absent of any federal codes, regulations, or Department of Defense mandate that prohibits the City from reviewing and approving the site, construction, and engineering plans, the construction of the Center and the development of the Premises and the Property development shall follow the same City processes as any other property development located within the City. This includes payment of all permit, building and application fees, as well as submission of all design, review, engineering, and building plans to the City.

IV.3. Development and Impact Fees. Except as set forth herein and in the JUA attached hereto as Exhibit E, the construction, operation and maintenance of the Center, is at no cost to the City. The State shall be solely responsible for the payment of any and all fees, costs, assessments, utilities, permits, reviews, expenses, impositions, etc., associated with the City’s development review process, including but not limited to, site plan review process, building code and permit review process, engineering reviews of onsite and offsite infrastructure, etc. (“Fees”). In the event the State is prohibited from paying any Fees, the State shall notify the City and the Parties may discuss alternative forms of reimbursement to the City in order to ensure that this Lease is at no cost to the City. The State shall further be responsible for any increased Fees and/or costs resulting from the construction and use of the Center and the development of the Property. By way of example only, and not to the exclusion of any other applicable Fees, the City has no authority to waive, and the State shall pay, all applicable Development Impact Fees. Development and Impact fees shall be calculated and assessed in accordance with A.R.S. § 9-463.05 and Chapter 106, of the Surprise Municipal Code.

Section V. USE OF PREMISES

V.1. Use of Premises. The “Premises” referred to herein include the Property and any improvements made by the State or the City on and to the Property including but not limited to, the Center, roads, driveways, parking facilities, lighting, sewer, water, and landscaping. The Premises are to be used as a Center subject to all applicable provisions of this Lease. State’s use of the Premises shall comply, at State’s sole cost and expense, with all applicable laws. The State shall not use or occupy the Premises in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance except to the extent necessary for the normal use of a Center, and acknowledges the Premises are not subject to any existing Right-of-Way or Easements, as shown in Exhibit C.

V.2. Joint Use Agreement. The Joint Use Agreement, attached as Exhibit E, will define the terms and conditions of the joint use and management of the Center and the Premises.

Section VI. DEFAULT AND TERMINATION

VI.1. Events of Default. The State’s failure to comply with any material provision of this Lease, where such failure to comply continues for thirty (30) days after delivery of written notice thereof by the City to the State, shall constitute an event of default. If, however, such default is not reasonably susceptible to cure within such ninety (90) day period, the State shall have such longer period as may be approved in writing in advance by the City, which approval shall not be unreasonably withheld, conditioned or denied, to cure such default so long as the State commences curing such default within the initial sixty (60) day period and diligently prosecutes such cure to completion in accordance with a schedule approved in writing by the City, which approval shall not be unreasonably withheld, conditioned or denied. The City acknowledges that the State has the right of continued use for purposes of state or federal emergency or national security.

VI.2. Default. The City may terminate this Lease upon (a) written notice to the State that an Event of Default exists and remains uncured in accordance with the terms and conditions of Section VI.1 above, and (b) only after the Alternative Dispute provisions of section XI.1 have been employed. Such notice shall be referred to as a “Default Termination Notice” and shall be effective as of the date specified therein, which shall be at least five (5) but not more than thirty (30) days after its receipt by the State.

VI.3. Non-appropriation of Funds or Lack of Approval. This Lease shall not become effective and shall be null and void if the Parties do not obtain funding, permits, or other approval required from their respective federal, state and local government agencies for the construction of the Center, or if any such approval is cancelled, expired, or withdrawn or terminated. In the event any necessary State funding for ongoing construction, maintenance or other ongoing obligation is cancelled, expired or withdrawn (or otherwise non-appropriated) after completion of construction of the Center, this Lease shall terminate and any right, title, or interest in or to the Center and the Premises claimed by the State shall cease, and the City shall take ownership and control of the Center and Premises as set forth in Section VII.

Section VII. TRANSFER OF PREMISES

VII.1. Transfer of Premises. Upon the expiration of the Term, or on the sooner termination thereof, unless renewed by the Parties, the State shall peaceably and quietly leave, surrender, and yield to the City the Center and the Premises, including all improvements therein, and shall repair all damage to the Property, the Center and the Premises caused by or resulting from the removal of any removable property of the State, if any, normal wear and tear excepted. The State shall not be required to remove any portion of the improvements except as expressly set forth herein. The State shall clean, repair, remove, or otherwise remediate any and all hazardous materials brought upon, kept, used, generated, stored, manufactured, released, or discharged in, on or about the Property, Center, or Premises, including hazardous materials that are customarily used by the State in conjunction with National Guard Readiness Centers.

VII.2. Vesting. Upon the termination or expiration of this Lease, the Center, the Premises, and any fixtures and other permanent improvements to the Property shall automatically vest in the City without the requirement of any deed, conveyance, or bill of sale thereon. However, if the City or State should reasonably require any such documents or instruments in confirmation thereof, the Parties shall cooperate to execute, acknowledge, and deliver the same.

Section VIII. ENVIRONMENTAL

VIII.1. Environmental. The State has conducted a Phase 1 Environmental Site Assessment, attached as Exhibit B. From and after the commencement date, State shall use reasonable efforts so as not to cause or allow any hazardous materials to be brought upon, kept, used, generated, stored, manufactured, released, or discharged in, on or about the Property, Center, or Premises, other than hazardous materials that are customarily used by the State in conjunction with National Guard Readiness Centers.

VIII.2. Hazardous Material. Notwithstanding section VIII.1 above, hazardous materials used in the normal course of military training and operations are exempt from this section VIII, but shall be cleaned, removed and/or remediated upon the conclusion or termination of this Lease.

Section IX. INSURANCE

IX.1. Risk of Loss. As the State is self-insured, the State shall, during the term of this Lease, be responsible for repairs required as a result of loss or destruction of or damage to the Premises, including any buildings, improvements, fixtures, or other property thereon, arising from any causes whatsoever; provided, however, the City shall bear responsibility for loss or damage that is the result of the gross negligence or willful misconduct of the City or any of its employees, contractors, or other agents.

IX.2. Insurance Coverage. During the entire period this Lease shall be in effect, the State, at no expense to the City, will maintain self-insurance.

Section X. INDEMNIFICATION AND DEFENSES

X.1. Indemnification. Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnatee”), including its departments, agencies, officers or employees, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages

of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this section as the "Claims"), which may be brought or made against or incurred by the Indemnitee on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Indemnitor, its employees, officers, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Lease and the other transactions that are both (a) contemplated by this Lease and (b) entered into in writing between the City and the State. The Indemnitor's obligations under this section shall not extend to any Claims arising out of the negligence of the Indemnitee. The obligations under this section shall survive the termination of this Lease.

X.2. Defenses. To the fullest extent permitted by law, the Parties shall defend against any and all claims, actions, liabilities, damages, losses, or expenses in compliance with Arizona Revised Statute §§ 12-820 – 12-826, known as the Arizona Tort Claims Act, for injury or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of any employee of the State or the City while acting within the scope of their office or employment.

To the fullest extent permitted by law, the State shall defend against any and all claims, actions, liabilities, damages, losses, or expenses in compliance with Title 28, United States Code, Section 1346 et seq., the Federal Tort Claims Act, for injury or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of any employee of the State while acting within the scope of his/her office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

Section XI. DISPUTE RESOLUTION AND ARBITRATION

XI.1. Dispute Resolution. The authorized representatives of the Parties shall meet and attempt to resolve any dispute arising under this Lease within fifteen (15) business days after Notice, in accordance with Sections III and VI, is given of the nature of the dispute, unless both Parties agree in writing to a longer period of time.

XI.2. Arbitration. In the event of an unresolved dispute, the Parties may, but shall not be required, use arbitration as set forth in A.R.S. § 12-1518, and the prevailing Party shall be entitled to attorney's fees and costs with respect thereto.

Section. XII. GENERAL PROVISIONS

XII.1. Conflicts of Interest. Both Parties acknowledge that this Lease is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated by reference herein.

XII.2. Prohibition Against Discrimination. The Parties agree to comply with the Arizona Governor's Executive Order No. 2009-9, Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and the Americans with Disability Act of 1990.

XII.3. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the state of Arizona. The venue for any proceedings on any and all controversies arising under this Lease shall be Maricopa County, Arizona.

XII.4. Statutory and Regulatory References. Any reference to a statute or regulation in this Lease shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

XII.5. Provisions Required by Law. Each and every provision of the law and any clause required by law to be in this Lease will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Lease will be amended to make such insertion or correction.

XII.6. Sovereign Immunity. Nothing in this Lease shall be construed to constitute a waiver of sovereign immunity by either Party.

XII.7. Waiver. Except as expressly agreed in writing, the failure by either Party to enforce any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

XII.8. Section and Subsection Headings. The Section and subsection headings of this Lease shall have no effect upon the construction or interpretation of any part hereof and are merely for the purpose of identification and ease of reference.

XII.9. Time is of the Essence. Time is of the essence of this Lease and each and all of its provisions.

XII.10. Successors and Assigns. This Lease is not assignable. The City reserves the right to sell or otherwise transfer and dispose of the Property and/or the City's surrounding real property interest subject to this Lease Agreement.

XII.11. Force Majeure. Except for payment for sums due, neither Party will be liable to the other nor deemed in default under this Lease if and to the extent that such party's performance of this Lease is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's

response to the foregoing; and other similar occurrences beyond the control of the Party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The Party declaring force majeure shall notify the other Party of the existence of the condition creating the force majeure and such condition will be deemed to continue as long as the results or effects of the force majeure prevent the Party from resuming performance in accordance with this Agreement. Force majeure will not include the following occurrences:

- a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this section.

XII.12. Entire Agreement; Amendment; Severability.

XII.12.1. Entire Lease Agreement. This Lease, together with its schedules, addendums, operational agreements, part and subparts, Exhibits A-D and all documents incorporated herein by reference, contains the entire agreement between City and State. Notwithstanding the foregoing sentence, the Parties shall cooperate to execute, acknowledge, and deliver any further documents that are required to implement the terms of this Lease. To the extent the language or provisions in any document incorporated herein conflict with language or provisions of the Lease, the Lease shall control.

XII.12.2. Amendment. This Lease may be amended, modified, or revoked only by express written agreement signed by both Parties.

XII.12.3. Severability. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction or an arbitrator to be invalid void, illegal, or otherwise unenforceable, the remaining terms, covenants, conditions or provisions shall remain in full force and effect.

XII.13. Recording. The Parties agree that this Lease shall be recorded by the State at the State's expense in the records of the Maricopa County Recorder, Phoenix, Arizona, and that this Lease thereof shall be re-recorded as necessary in the event that any amendment is made to this Lease under paragraph XXIII.2 of this Lease.

XII.14. Inspection, Audit and Production of Records. The Parties shall comply with the Arizona Public Records Laws as set forth in the Arizona Revised Statutes, Titles 39 and 41, including record preservation in accordance with the applicable Records Retention Schedule authored by the Arizona Secretary of State, State Library, Archives and Public Records. In addition, the Parties shall retain all books, accounts, reports, files and other records relating to this Lease until five years after completion of this Lease, and as required by A.R.S. § 35-214, and the Parties agree that all such books, accounts, reports, files and other records shall be subject at all reasonable times to inspection and audits by either Party until five years after completion of this Lease, and that upon request by either Party such records shall be produced at any of the office of the requesting Party designated herein pursuant to Section III above, as the place at which notices to the Parties are to be given.

XII.15. Execution in Counterparts. This Lease may be executed in several counterparts,

each of which shall be an original and all of which shall constitute but one and the same instrument.

XII.16. Recitals. The Recitals are adopted and incorporated into this Lease as if fully set forth herein.

City of Surprise:

Michael Frazier, City Manager

Date: _____

Attest:
City Clerk

Approved as to form & execution:

City Attorney

Date: _____

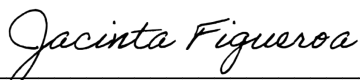
Arizona National Guard & the
Department of Emergency & Military Affairs



Kerry L. Muehlenbeck
Adjutant General

Date: 10/08/2021_____

Approved as to form & execution:



Counsel

Date: _____

LIST OF EXHIBITS

Exhibit A	Legal Description and Map of Leased Property
Exhibit B	Phase 1 Environmental Site Assessment
Exhibit C	Title Report
Exhibit D	Description of Arizona National Guard Readiness Center
Exhibit E	Joint Use Agreement

EXHIBIT A

**A GROUND LEASE BETWEEN THE CITY OF SURPRISE, ARIZONA
AND THE STATE OF ARIZONA – DEPARTMENT OF EMERGENCY MILITARY AFFAIRS**

EXHIBIT "A"

W 1/4 COR
SEC 22
T4N, R2W

CTR 1/4 COR
SEC 22
T4N, R2W

NORTH-SOUTH MIDSECTION LINE

N89° 58'00"E 2644.17'

N89° 58'00"E 2644.77'

N89° 58'00"E 735.00'

N89° 58'00"E 1025.00'

DEER VALLEY ROAD

187th AVENUE

22

SITE

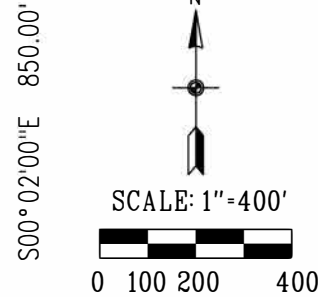
BEARDSLEY ROAD

VICINITY MAP
SECTION 22
T4N, R2W

CITY OF SURPRISE
SPECIAL WARRANTY DEED
2004-1026160 M.C.R.
APN 503-75-003M

AREA: 20.00 ACRES +/-

S89° 58'00"W 1025.00'



S00° 23'34"W 1155.88'

183rd AVENUE (ALIGNMENT)
EAST-WEST MIDSECTION LINE

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSOR PARCEL NUMBER
- G.&S.R.B.&M. GILA & SALT RIVER BASE & MERIDIAN



LEASE AREA

POC

N89° 55'21"W 1324.47'

SW COR
SEC 22
T4N, R2W

BEARDSLEY ROAD (ALIGNMENT)
SOUTH LINE of the SOUTHWEST QUARTER of SECTION 22

N89° 55'21"W 2648.94'

S 1/4 COR
SEC 22
T4N, R2W



BEARING BASE: The West line of the Southwest Quarter of Section 22, T4N, R2W
as shown in Special Warranty Deed recorded as Instrument 2004-1026160, M.C.R.
cited as North 00° 29'50" East

20 ACRE LAND LEASE
in the SOUTHWEST QUARTER
of SECTION 22, T4N, R2W, G.&S.R.B.&M.



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 20052

DRAWN BY RCD

DATE 12-24-2020

SHEET 1 OF 1

EXHIBIT "A"

DESCRIPTION

20 ACRE LAND LEASE AREA

A parcel of land located in the Southwest Quarter of Section 22, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest Corner of said Section 22;

Thence along the west line of said Southwest Quarter North 00°29'50" East 2306.62 feet to the northwest corner of that real property as described in Instrument 2004-1026160, records of said County;

Thence departing said line along the north line of said real property North 89°58'00" East 735.00 feet to the PONT OF BEGINNING;

Thence continuing along said north line North 89°58'00" East 1025.00 feet;

Thence, departing said line, South 00°02'00" East 850.00 feet;

Thence South 89°58'00" West 1025.00 feet;

Thence North 00°02'00" West 850.00 feet to the POINT OF BEGINNING.

Containing 20.00 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT B

**A GROUND LEASE BETWEEN THE CITY OF SURPRISE, ARIZONA
AND THE STATE OF ARIZONA – DEPARTMENT OF EMERGENCY MILITARY AFFAIRS**

PHASE I – ESA

ESA ON FILE AT THE OFFICE OF THE CITY CLERK, CITY OF SURPRISE

EXHIBIT C

**A GROUND LEASE BETWEEN THE CITY OF SURPRISE, ARIZONA
AND THE STATE OF ARIZONA – DEPARTMENT OF EMERGENCY MILITARY AFFAIRS**



Security Title Agency, Inc.

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Chicago Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

Natalie Bombardieri

By: _____

Authorized Signature

Chicago Title Insurance Company

By: _____

[Signature]

ATTEST

President

Majorie Hemmings

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Security Title Agency, Inc.
 Issuing Office: 4722 N. 24th St. Ste. 200, Phoenix, AZ 85016
 Escrow Officer: Jason Bryant
 Email Address: jrbryant@securitytitle.com
 Title Officer: Stacy Warns
 Issuing Office's ALTA®
 Registry ID:
 Loan ID Number:
 Reference Number:
 Issuing Office File Number: 15201247-015-JB6-SW
 Property Address: N 183rd Ave, Surprise, AZ 85387
 Revision Number:

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **December 17, 2020 at 7:30 a.m.**
2. Policy to be issued:
 - (a) **ALTA 2006 Standard Owner's Policy**
 Proposed Insured: **Arizona Army National Guard, a(n) _____ entity**
 Proposed Policy Amount: **\$100,000.00**
 - (b) **None**
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
 - (c) **None**
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
A FEE
4. Title is, at the Commitment Date, vested in:
The City of Surprise, an Arizona municipal corporation
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Countersigned:

Natalie Bombardieri
 By: _____
 Authorized Signature



By:

ATTEST

A handwritten signature in black ink, likely belonging to the President.

President

A handwritten signature in black ink, likely belonging to the Secretary.

Secretary

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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of the Southwest quarter of Section 22, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southwest corner of said Section 22;

Thence North 00° 29' 50" East (Basis of Bearings) along the West line of Section 22 a distance of 2306.62 feet to the South line of the North 330 feet of the Southwest quarter of Section 22;

Thence North 89° 58' 00" East along said line a distance of 2644.77 feet to the East line of the Southwest quarter of Section 22;

Thence South 00° 23' 34" West along said East line a distance of 1155.88 feet;

Thence North 89° 58' 39" West a distance of 1323.43 feet to the West line of the Southeast quarter of the Southwest quarter of Section 22;

Thence South 00° 26' 41" West along the said West line a distance of 1154.59 feet to the South line of Section 22;

Thence North 89° 55' 21" West along said South line a distance of 1324.47 feet to the POINT OF BEGINNING.

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72C165 Commitment for Title Insurance Adopted 08-01-2016 Revised 04-02-2018

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. A cursory search of the title does not indicate a right of way access to this property. In order to attempt to reduce the potentially vast number of properties that may need to be searched to determine the existence of such right, we require a map showing the physical route taken to and from the Land. No further search for access will be attempted until such map is received. Further, additional charges may be made to make the necessary examinations of property to determine access. However, no work that would incur additional charges shall be commenced without approval of the appropriate parties to this transaction. An exhaustive search of the surrounding properties does not guarantee the existence of insurable access even though the roads providing physical access to the property are maintained by a government entity. In the event this transaction is closed prior to a final determination of the existence of an insurable right of access, the following exception shall be placed in Schedule B of the policy:

“Notwithstanding the Covered Risks as set forth in the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the land.”

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. Furnish satisfactory evidence to the Company that all regular and special assessments levied by North White Tanks Community Facilities District No. 1 which are now due and payable are paid.

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SCHEDULE B
PART I – Requirements
(Continued)

9. Recordation of a certified copy of the Ordinance of the The City of Surprise, an Arizona municipal corporation, authorizing the execution and delivery of all instruments necessary to consummate this transaction.
10. This Company will require information as to the type of entity (corporation, limited liability company, partnership, etc.), that it is a validly formed entity and is currently in good standing and authorized to do business in the state or country where formed, for the entity named below:

Name: Arizona Army National Guard

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).

12. Furnish for recordation a deed as set forth below:

Type of deed: Warranty
Grantor(s): The City of Surprise, an Arizona municipal corporation
Grantee(s): Arizona Army National Guard, a(n) _____ entity

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Tax Note:

Year: 2020
Tax Parcel No: 503-75-003M
Total Tax: \$0.00
First Installment Amount: \$no taxes due
Second Installment Amount: \$no taxes due

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SCHEDULE B
PART I – Requirements
(Continued)

Note: The only conveyance(s) affecting said Land, which recorded within 5 years of the date of this report, or the last conveyance affecting said Land, are as follows:

Grantor:	Surprise East Land Holdings Limited Partnership, an Arizona Limited Partnership
Grantee:	The City of Surprise, an Arizona municipal corporation
Recording Date:	September 01, 2004
<u>Recording No:</u>	<u>20041026160</u>

END OF SCHEDULE B, PART I—REQUIREMENTS

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SCHEDULE B

PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

NOTE: Upon satisfaction of all requirements here, the above exception will not be reflected on any proposed title policy identified in Schedule A.

1. Taxes which may be assessed or levied subsequent to the effective date herein, and subsequent years.
2. Any rights, liens, claims or equities, if any, in favor of North White Tanks Community Facilities District No. 1.
3. Rights of the public in and to that portion of the herein described Land as shown on the

Recording No: [Book 424 of Maps, Page 32](#)
Street/Road: 187th Ave.

4. Matters shown on record of survey:

Recording No.: [Book 679 of Maps, Page 19](#) and amended in [Book 1029 of Maps, Page 48](#)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: road or highway
[Recording No:](#) [88-606724](#)

6. Matters contained in that certain document

Entitled: Notice of Formation of North White Tank Community Facilities District No. 1
Recording Date: September 19, 1990
[Recording No:](#) [90-422010](#)

Reference is hereby made to said document for full particulars.

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

7. Any action that may be taken by the Flood Control District of Maricopa County to acquire property or rights of way for flood control, as disclosed by document recorded in [Recording No. 2003-0105418](#) and [Recording No. 20110368295](#).

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: access and utilities
Recording No: 20031371833
Re-Recording No: 20040607878
Re-[Recording No: 20041065597](#)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: access and utilities
Recording No: 20031371834
Re-Recording No: 20040607879
Re-[Recording No: 20041065598](#)

10. Matters contained in that certain document

Entitled: Easement Agreement
(Well Site and Access thereto)
Recording Date: September 01, 2004
[Recording No: 20041026161](#)

Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: ingress, egress and utilities
[Recording No: 2006-1566344](#)

12. Matters contained in that certain document

Entitled: Temporary Construction License
Recording Date: September 21, 2007
[Recording No: 2007-1047159](#)

Reference is hereby made to said document for full particulars.

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

13. Matters contained in that certain document

Entitled: Declaration of a Road Right-of-Way
Recording Date: January 24, 2008
Recording No: [2008-0064069](#)

Reference is hereby made to said document for full particulars.

14. Matters contained in that certain document

Entitled: Right-of-Way Easement and Fee Owned Use Agreement for the Transwestern Pipeline Project
Recording Date: June 20, 2008
Recording No: [20080546673](#)

Thereafter, Amendments recorded in [Recording No. 20080959565](#) and [Recording No. 20091172434](#).

Reference is hereby made to said documents for full particulars.

15. Notwithstanding the Covered Risks as set forth in the policy, the Company does not insure against loss or damage by reason of a lack of a right of access to and from the Land.

END OF SCHEDULE B, PART II – EXCEPTIONS

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EXHIBIT D

**A GROUND LEASE BETWEEN THE CITY OF SURPRISE, ARIZONA
AND THE STATE OF ARIZONA – DEPARTMENT OF EMERGENCY MILITARY AFFAIRS**

1. COMPONENT ARNG		FY 2022 MILITARY CONSTRUCTION PROJECT DATA			2. DATE 06 Sep 19	
3. INSTALLATION AND LOCATION SURPRISE, AZ			4. PROJECT TITLE NATIONAL GUARD READINESS CENTER New Construction			
5. PROGRAM ELEMENT 0505896A		6. CATEGORY CODE 17180	7. PROJECT NUMBER 88921 040530		8. PROJECT COST (\$000) 11,600	
9. COST ESTIMATES						
ITEM			U/M	QUANTITY	UNIT COST	COST (\$000)
PRIMARY FACILITIES:				-	-	12148
81160 Backup/Emergency Generator			EA	1	150,000.00	(150)
17180 Readiness Center			SF	54,637	205.64	(11236)
44240 Flammable Materials Facility			SF	110	126.00	(14)
44228 Controlled Waste Facility			SF	330	122.72	(40)
85210 Rigid Pavement for MEP			SY	4,625	75.00	(347)
14915 AT/FP 1%			LS	-	-	(116)
00005 Sustainability / Energy Measures			LS	-	-	(245)
SUPPORTING FACILITIES:				-	-	2085
85225 Rigid Pavement for Operations			SY	4,130	75.00	(310)
85215 Flexible Paving			SY	6,674	45.00	(300)
87210 Security Fencing			LF	946	35.00	(33)
85220 Curbing (Flexible Or Rigid)			LF	1,321	25.00	(33)
85220 Sidewalks			SY	916	28.00	(26)
14955 Wash Platform			LS	-	-	(50)
81230 Exterior Security Lighting			LS	-	-	(71)
14970 Loading Ramp			LS	-	-	(30)
69030 Detached Facility Sign			EA	1	9,000.00	(9)
84330 Exterior Fire Protection			LS	-	-	(141)
82410 Utilities: Gas			LS	-	-	(102)
81242 Utilities: Electric			LS	-	-	(71)
84210 Utilities: Water			LS	-	-	(102)
83210 Utilities: Waste Water/Sewer			LS	-	-	(97)
69010 Flagpoles			EA	2	8,700.00	(17)
87110 Stormwater Drainage			LS	-	-	(140)
00000 Refuse Collection Facility			LS	-	-	(25)
13260 Information Systems			LS	-	-	(123)
93220 Site Improvement			LS	-	-	(374)
14915 Anti-Terrorism/Force Protection			LS	-	-	(31)
TOTAL CONSTRUCTION COST				-	-	14233

1. COMPONENT ARNG	FY 2022 MILITARY CONSTRUCTION PROJECT DATA		2. DATE 06 Sep 19
3. INSTALLATION AND LOCATION SURPRISE, AZ			
4. PROJECT TITLE NATIONAL GUARD READINESS CENTER New Construction		5. PROJECT NUMBER 88921 040530	
Contingencies (5.0%)		-	(712)
Supervision, Inspection and Overhead (3.0%)		-	(449)
Commissioning (0.6%)		-	(73)
TOTAL PROJECT COST		-	15467
State Share		-	(3867)
TOTAL FEDERAL COST		-	11600
TOTAL FEDERAL COST (ROUNDED)			11,600
Equipment Funded Other Appr (Non-Add)			(1398)
10. DESCRIPTION OF PROPOSED CONSTRUCTION A specially designed National Guard Readiness Center of permanent construction. The National Guard Readiness Center includes the following items that are integral to the facility; Backup/Emergency Generator, Organizational Vehicle Parking (Paved), Controlled Waste Facility, Flammable Materials Facility. Comprehensive interior design services are requested. This facility will be designed to meet Industry Standards as well as all local, State, and Federal building codes and as per Public Law 90-480. Construction will include all utility services, information systems, fire detection and alarm systems, roads, walks, curbs, gutters, storm drainage, parking areas and site improvements. Facilities will be designed to a minimum life of 40 years in accordance with DoD's Unified Facilities Code (UFC 1-200-02) including energy efficiencies, building envelope and integrated building systems performance as per ASA(IE&E) Sustainable Design and Development Policy Update Dec 2017. Access for individuals with disabilities will be provided. Antiterrorism measures in accordance with the DoD Minimum Antiterrorism for building standards will be provided. This project will comply with the Army 1 SQFT for 1 SQFT disposal policy through the disposal of 55,062 SQFT. MISSION: Current A/C TONNAGE: 211			
11. REQUIREMENT:	55,077 SF 5,117 m2	Adequate:	0 SF 0 m2
		Substandard:	0 SF 0 m2
1. PROJECT: To construct a 55,062 SQFT National Guard Readiness Center that supports training, administrative, and logistical requirements for the AZARNG. This facility will be built on State land. (Current Mission)			
2. REQUIREMENT: This facility will provide the necessary space for the required			

1. COMPONENT ARNG	FY 2022 MILITARY CONSTRUCTION PROJECT DATA	2. DATE 06 Sep 19
3. INSTALLATION AND LOCATION SURPRISE, AZ		
4. PROJECT TITLE NATIONAL GUARD READINESS CENTER New Construction		5. PROJECT NUMBER 88921 040530
units, such as administrative, training, kitchen and storage areas required to achieve proficiency in respective areas of training. This facility will serve 855 CO MP CO COMBAT SUPP, UIC WQQAAA and HHD/1120 TC, UIC WP9MAA. 3. CURRENT SITUATION: This project is critical to the state of Arizona due to the current situation of facilities' lack of adequate space (59% of authorized) and substandard situation to include AT/FP stand off distances, energy efficiencies, parking deficiencies, drainage issues. Building M8360 has insufficient parking for MTOE equipment; No Standoff in Org or Non-Org parking. No lighting for pedestrian safety or night operations. Gates for Non-Org parking needs to be widened, insufficient clearance for larger vehicles to pass thru with sufficient clearance. here is also no loading dock and the retaining walls by buildings are extremely unstable. Vault is inadequate for proper storage of unit equipment. Needs to be enlarged. Building M2244 has no sidewalks, no disabled parking and is missing pedestrian and signage lighting. Parking area has lots of standing water areas and many of the training rooms are inadequate. Delays in funding for this project will require the units to stay in outdated Glendale and Sunnyslope readiness centers. Site Location, less than 82' from property line. No Sidewalks. Poor ventilation throughout the building. Electrical service more than 35 years old. Physical Fitness area is inadequate, No lactation room. No stand-by generator in both buildings this project will replace. The lack of proper facilities will negatively influence troop morale and readiness, as well as affect the overall retention of 855MP and HHD/1120 TC. The State of Arizona has conducted a preliminary design on this project and is currently at 10 % Design. The site for this project is not in the possession of the state of Arizona. Currently, the state of Arizona has not begun the environmental assessment on this project. The facility where the current operations are being conducted was constructed in 1954. Continue to operate in outdated, undersized facilities that were constructed in 1971 (Glendale), and 1954 (Sunnyslope), respectively, that only meets 59% of space allowances and are not properly configured for federal and state missions. No fire suppression system in building and only 1 fire hose that is contained in a case. Has not been inspected for several years.		

1. COMPONENT ARNG	FY 2022 MILITARY CONSTRUCTION PROJECT DATA							2. DATE 06 Sep 19
3. INSTALLATION AND LOCATION SURPRISE, AZ								
4. PROJECT TITLE NATIONAL GUARD READINESS CENTER New Construction							5. PROJECT NUMBER 88921 040530	
Site Code	Site UID	Cat Code	FACNO	ISR-I Year	F Rating	Q Rating	C Rating	Local Name
04A85	5218	17180	M2240	2016	F4	Q4	C4	Glendale Armory
04A85	5218	17180	M2244	2016	F4	Q4	C4	Glendale Armory
04B75	7475	17180	M8360	2017	F4	Q4	C4	Sunnyslope Armory
Buildings lack fire suppression systems and do not comply with ADA specifications. The current facilities do not comply with NG Pam 415-12 dated 25 Jan 2015 criteria, Installation Status Report (ISR) Mission and Quality, Current code requirements, Americans with Disabilities Act (ADA), Anti-terrorism Force Protection (ATFP), lack adequate training areas, administrative space, supply room space, arms vault, kitchen space, toilets/showers, physical fitness space, locker room space, privately owned vehicle parking, military parking and unheated storage space.								
4. IMPACT IF NOT PROVIDED: If this project is not provided, the present facilities structure condition will fail. The buildings will need to be abandoned causing the need for relocation and impacting training, operations and budget. Maintenance and energy costs are rapidly increasing and training and mobilization readiness standards are continuing to decline. The unit's ability to meet its readiness, recruiting and retention, and training objectives are being adversely affected because of the lack of adequate facilities. Delays in funding of the project will force the continued use of these inadequate facilities until such time as facilities will need to be condemned, thus, allowing the present facilities' deficiencies to continue to negatively impact troop morale and readiness. The lack of proper and adequate training, storage, and administrative areas will continue to impair the required mobilization readiness levels.								
5. ADDITIONAL: Sustainable principles, to include life cycle cost effective practices, will be integrated into the design, development and construction of the project and will follow the guidance detailed in the Army Sustainable Design and Development Policy complying with applicable laws and executive orders.								
6. PHYSICAL SECURITY: This project has been coordinated with the installation physical security plan, and all physical security measures are included.								
7. ANTITERRORISM/FORCE PROTECTION: This project has been coordinated with the installation antiterrorism plan. Risk and threat analyses have been performed								

1. COMPONENT ARNG	FY 2022 MILITARY CONSTRUCTION PROJECT DATA	2. DATE 06 Sep 19
3. INSTALLATION AND LOCATION SURPRISE, AZ		
4. PROJECT TITLE NATIONAL GUARD READINESS CENTER New Construction		5. PROJECT NUMBER 88921 040530
in accordance with DA Pam 190-51 and TM 5-853-1, respectively. Protective measures required by regulation and the minimum standards as required by UFC 4-010-01 (Department of Defense Minimum Antiterrorism Standards for Buildings) are needed. These requirements are included in the description of construction and cost estimate. 8. ECONOMIC ANALYSIS: Alternative methods of meeting this requirement have been explored during project development. This project is the only feasible option to meet the requirement. 9. JOINT USE CERTIFICATION: The Deputy Assistant Secretary of the Army (Installation and Housing) certifies that this project has been considered for joint use potential. Mission requirements, operational considerations, and location are incompatible with use by other components.		
Date Michael T. McGuire Major General The Adjutant General AT/FP POC: Mr. Matthew Milanese/(602) 267-2412 CFMO: COL Zoe Ollinger/(602) 267-2741		
12. SUPPLEMENTAL DATA a. Estimated design data: (1) Status: (a) Date Design Started..... <u>Jan/2020</u> (b) Percent Complete as of January 2021..... <u>65%</u> (c) Date Design 35% Complete..... <u>Aug/2020</u> (d) Date Design Complete..... <u>Aug/2021</u> (e) Parametric Cost Estimating Used to Develop Cost..... <u>No</u> (f) Type of Design Contract..... <u>Design - Bid - Build</u> (2) Basis: (a) Standard or Definitive Design..... <u>No</u> (b) Where Design Was Most Recently Used..... <u>N/A</u> (3) Total Cost (c)=(a)+(b) or (d)+(e):.....(\$000) (a) Production of Plans and Specifications..... <u>852</u> (b) All Other Design Costs..... <u>483</u> (c) Total..... <u>1335</u> (d) Contract..... <u>1335</u> (e) In-house..... <u>0</u> (4) Construction Award..... <u>Oct/2021</u>		

1. COMPONENT ARNG	FY 2022 MILITARY CONSTRUCTION PROJECT DATA	2. DATE 06 Sep 19																												
3. INSTALLATION AND LOCATION SURPRISE, AZ																														
4. PROJECT TITLE NATIONAL GUARD READINESS CENTER New Construction		5. PROJECT NUMBER 88921 040530																												
12. SUPPLEMENTAL DATA (CONT) (5) Construction Start..... <u>Dec/2021</u> (6) Construction Completion..... <u>Oct/2023</u> (7) Estimated Percent Complete as of 01 Jan 2021 [Budget Year].... <u>70%</u> (8) Estimated Percent Complete as of 01 Oct 2021 [Program Year]... <u>70%</u>																														
Energy and Life Cycle Costs : An energy study and life cycle cost analysis will be documented during the final design. b. Equipment associated with this project which will be provided from other appropriations: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Equipment Nomenclature</th> <th style="text-align: left; border-bottom: 1px solid black;">Procuring Appropriation</th> <th style="text-align: left; border-bottom: 1px solid black;">Fiscal Year Appropriated or Requested</th> <th style="text-align: left; border-bottom: 1px solid black;">Cost (\$000)</th> </tr> </thead> <tbody> <tr> <td>ISC Equipment</td> <td>OPA</td> <td>2023</td> <td>251</td> </tr> <tr> <td>ISCE Proponent</td> <td>OMNG</td> <td>2023</td> <td>305</td> </tr> <tr> <td>F F & E</td> <td>OMNG</td> <td>2023</td> <td>714</td> </tr> <tr> <td>Kitchen Equipment (Type C)</td> <td>OMNG</td> <td>2023</td> <td>50</td> </tr> <tr> <td>Physical Fitness</td> <td>OMNG</td> <td>2023</td> <td>78</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">Total:</td> <td style="border-top: 1px solid black;">1398</td> </tr> </tbody> </table> Point of Contact: CFMO AZ, 602-267-2771			Equipment Nomenclature	Procuring Appropriation	Fiscal Year Appropriated or Requested	Cost (\$000)	ISC Equipment	OPA	2023	251	ISCE Proponent	OMNG	2023	305	F F & E	OMNG	2023	714	Kitchen Equipment (Type C)	OMNG	2023	50	Physical Fitness	OMNG	2023	78			Total:	1398
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1. COMPONENT ARNG	FY 2022 MILITARY CONSTRUCTION PROJECT DATA	2. DATE 06 Sep 19
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Detailed Requirement Statements

1. GENERAL: This project is programmed not to provide the full requirements of scope at 55,062 SQFT, and the State of Arizona does not plan to build the remaining scope requirements at a later date.

This project requires a 25% state share.

2. ANALYSIS OF DEFICIENCY: Glendale - Site and grounds has standing water and holes in pavement. None of the green criteria are being met. There is no water metering and garbage area is not enclosed or screened from view. No ADA parking. Administrative areas some offices have leaks in roof causing ceiling tile damage. Emergency signs do not all light up. 13 Of 24 lights are not working on 2nd floor room 200. 1 of 2 stair lights not working. Building has no sidewalks, no disabled parking and is missing pedestrian and signage lighting. Parking area has standing water areas. No green criteria are met. No shade on the building. Automatic closing devices are not present on all doors. Mechanical equipment not screened or enclosed.

Sunnyslope - Insufficient parking for personnel assigned. Insufficient parking for MTOE requirements. No Standoff in Org or Non-Org parking. No lighting for pedestrian safety or night operations. Org parking spaces not marked. Org and Non-Org parking needs to be pulverizing, compacted, graded and paved. No building directory. Dumpster within 33 feet.

No emergency power, constant electrical, internet and phone outages. No fire alarm system. Need fire extinguishers. Needs AED software upgrades. AED box does not sound when opened.

No Loading dock. Fence has gaps in the bottom and trees growing over the fence.

Corridor has mold growing in it. Need to fix the roof and replace the ceiling tiles.

Kitchen - Bathroom vents gas into the kitchen. One of the kitchen sinks still clogs up despite FMOs attempts to clear the blockage. Kitchen hood not tagged with last inspection date.

Both facilities, Glendale and Sunnyslope, Continue to operate in outdated, undersized facilities that were constructed in 1971 (Glendale), and 1954 (Sunnyslope), respectively, that only meets 59% of space allowances and are not properly configured for federal and state

1. COMPONENT ARNG	FY 2022 MILITARY CONSTRUCTION PROJECT DATA	2. DATE 06 Sep 19
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Detailed Requirement Statements

missions. These deficiencies continue to adversely affect training and the quality of life for current units and significantly impair their ability to meet mission essential training requirements.

3. ANALYSIS OF CRITERIA AND EXCEPTIONS FOR NEW CONSTRUCTION: The size and capacity is in accordance with NG Pam 415-12, dated 25 January 2015. The workload has been adequately defined. A definitive design is being used for this project because of the unique areas authorized for the assigned units.

4. STATEMENT OF PROGRAM RELATED EQUIPMENT: OMNG funds for FFE have been programmed in FY23 in the amount of \$714,000.00.

5. DISPOSITION OF PRESENT ACCOMMODATIONS: This project is in compliance with the Stewart B. McKinney Homeless Assistance Act and does not include the disposal of a building eligible for or on the National Register of Historic Places.

Site Code	FACNO	Cat Code	Title	SF	Disposition	Cost (\$000)
04A85	M2240	17180	Readiness Center	10922	Disposal	0
04A85	M2244	17180	Readiness Center	6259	Disposal	0
04A85	M2242	44263	Veh Storage	7476	Disposal	0
04A85	M2243	44240	Flam Mat Storage	120	Disposal	0
04A85	M2245	44224	Org Storage	600	Disposal	0
04B75	M8360	17180	Readiness Center	17275	Disposal	0
04655	00211	44110	Storage Gp Dep	12661	Disposal	0

6. CONTRIBUTIONS TO READINESS: a. How will readiness be enhanced by construction of this project? If this project is not provided, the present facility's lack of adequate space and substandard condition will reduce energy efficiency, training, and mobilization readiness standards will continue to decline. The unit's ability to meet its readiness, recruiting and retention, and training objective will be adversely affected if the personnel are not provided with adequate facilities.

b. How will readiness be impaired by deferring this project to a future program year? Delays in funding for this project will require the unit to stay in the outdated Glendale and Sunnyslope Readiness Centers. The lack of proper facilities will negatively influence troop morale and readiness, as well as the affect the overall retention of 855 MP and HHD/1120 TC.

1. COMPONENT ARNG	FY 2022 MILITARY CONSTRUCTION PROJECT DATA	2. DATE 06 Sep 19
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c. Why does this project contribute more than another project? This project has been given the highest priority in keeping with the Army's and the state's plan to replace older, inadequate armories on inadequate sites. 7. CLEAN AIR ACT: Permits and/or other procedural requirements mandated by state, interstate, and local air pollution control agencies have been compiled for this project. Copies of all federally required permits and/or registration applications and responses have been forwarded to the U.S. Army center for health promotion and preventive medicine, attn: MCHB-TS-EAP, Aberdeen Proving Ground, MD 21010-5422. 8. TELECOMMUNICATIONS: All telecommunications have been planned as per ISCE program/documentation and have been uploaded to Tab F of the DD1391 Processor in PAX. 9. ECONOMIC ANALYSIS: Documentation for an Economic Analysis conducted using ECONPAC software has been uploaded into TAB-D of the DD1390/91 Processor in PAX. 10. ANTITERRORISM/FORCE PROTECTION: a. A risk analysis for this project has been conducted on 12/07/2019 and coordinated with the installation AF/FP plan. Risk and threat analysis have been performed in accordance with DA Pam 190-51 and TM 5-853-1, respectively. b. A threat analysis for this project has been conducted on 12/07/2019 and coordinated with the installation physical security plan. c. The building is to comply with standard design requirements per UFC 4-010-01 for Antiterrorism/Force Protection measures. All required physical security and Antiterrorism/Force Protection measures are included. This project is to be constructed within a controlled perimeter. This project meets conventional standoff as per UFC 4-010-01 dated Feb 2012. This project will be less than three stories of construction. 11. TRAFFIC ANALYSIS: None		

1. COMPONENT ARNG	FY 2022 MILITARY CONSTRUCTION PROJECT DATA	2. DATE 06 Sep 19
3. INSTALLATION AND LOCATION SURPRISE, AZ		
4. PROJECT TITLE NATIONAL GUARD READINESS CENTER New Construction		5. PROJECT NUMBER 88921 040530
12. SPECIAL PROGRAM REQUIREMENTS: None 13. RPMA DISCUSSION None		

EXHIBIT E

**A GROUND LEASE BETWEEN THE CITY OF SURPRISE, ARIZONA
AND THE STATE OF ARIZONA – DEPARTMENT OF EMERGENCY MILITARY AFFAIRS**

EXHIBIT E
TO GROUND LEASE BETWEEN CITY OF SURPRISE AND ARIZONA DEPARTMENT OF
EMERGENCY AND MILITARY AFFAIRS

JOINT USE AGREEMENT
BETWEEN
THE CITY OF SURPRISE
AND
THE ARIZONA NATIONAL GUARD
AND
THE DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

This Joint Use Agreement, as it may be amended, restated, or otherwise modified from time to time, (“JUA”) is entered into by and between the City of Surprise, Arizona (“City”), and the Arizona Department of Emergency and Military Affairs (“DEMA”)/Arizona National Guard, a Federal and State agency (“State”). Entities will be referred to as “City” or “State” and collectively as the “Parties”.

AGREEMENT

The Parties enter into this JUA for the joint use of the National Guard Readiness Center (“Center”) to be constructed and located on 20 acres of vacant real property owned by the City (“Property”) described in the Ground Lease (“Lease”) between the City and State. The Lease shall control, and in the event of any conflict between the Lease and this JUA, the Lease shall control. The Lease contains defined and capitalized terms. The use of those defined terms in this JUA shall have the same meaning and definitions as set forth in the Lease.

1. PURPOSE. The purpose of this JUA is to define the terms and conditions for the Parties’ joint use of the Center, Premises, and Property following construction. To the extent language or the provisions contained in this JUA and any exhibit or schedule, as amended from time to time, are inconsistent with those contained in the Lease, the Lease shall prevail and be given priority.

2. TERM. Unless otherwise mutually agreed to in writing by the Parties, the Term of this JUA shall be the same as and consistent with the Term of the Lease.

3. PREMISES. The Premises are to be used as the Center. The State will construct the Center on the Property to be jointly used by the State and the City. Pursuant to A.R.S. § 26-231(A), in exchange for the promises and commitments set forth herein, the State does hereby agree that when the State is not utilizing or scheduled to use the Center, the City may use areas of the Center designated as “joint use”.

4. JOINT USE AND PREEMPTION. The State has primary use of the Premises. The State functions include, but are not limited to: meetings, recruiting, equipment, vehicle storage, and training. The Premises may be used by the City for City functions including, but not

limited to, meetings and training, community policing, emergency operations center and any other appropriate City uses, which must not conflict or interfere with the State's use of the Premises.

4.1. In the event of an emergency for military or emergency purposes as determined and declared by the State or the United States government, the State shall have the right to preempt the use of the Premises by the City. At all other times, the right to use the Premises will be as set forth on the schedule described below in paragraphs 8 and 8.1.

4.2. The City may use the Premises only for City governmental purposes, and may not allow the use of any part of the Premises (a) by any other person or entity, or (b) for the generation of revenue.

5. MAINTENANCE. Excepted as provided in 5.1 and 5.2 herein, the State shall be responsible for maintenance of the Premises, and shall make all repairs thereto, interior, and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises, including the sidewalks, curbs, and landscaping, in good condition.

5.1. Any time the City uses any of the Premises, the City shall return the Premises to the condition the Premises were in prior to that use of the Premises by the City, including but not limited to returning to original position or storing of desks, tables, and chairs; storing or removing from Premises any excess materials; securing all cleaning solutions, chemicals or other hazardous or noxious materials or contaminants; removing trash; and sweeping and cleaning floors.

5.2. Each Party will repair any damage to the Premises that occurs as a result of that Party's use of the Premises.

5.3. Costs of major elective, but not required, improvements that increase the value of the Center may be shared as agreed between the Parties, by separate agreement, as such improvements are made. However, neither Party is under any obligation to pay any proportionate share of major elective improvements.

5.4. Subject to the other terms of this JUA and/or the Lease, the Parties will confer once per year to review items of major maintenance and/or repair and jointly determine whether such items are required for the continued functionality and operation of the Premises for the Parties' needs, or whether such needs are elective by the Parties and will increase the value of the Center. Subject to the other terms of this JUA, the Parties shall also confer once per year to discuss ongoing and/or expected maintenance and or repair needs for the following year and allocate costs for such expenses.

6. UTILITIES. The State shall be responsible for paying all costs of all utilities, except that the State shall have the right to bill the City for all utility expenses incurred during the City's use of the Premises. The State's right to bill the City for utility expenses incurred during the City's use of the Premises shall be waived if the State fails to bill the City for such costs within 60 days of the billing closing cycle in which costs having been incurred.

7. MUNICIPAL SERVICES. To the extent available and provided by the City, the City shall provide the same municipal services to the Premises that it provides to other property within this Special Planning Area (“SPA 3”) of the City, and under the same terms as are offered to other property within the City, before, during, and after construction. For example, although this Property is currently located within the City’s water service area, Liberty Utilities (“Liberty”) is the water provider as the City currently lacks sufficient infrastructure for the delivery of water to the Center, Premises and Property. In no event shall the City be under any obligation to install such infrastructure. State shall coordinate with Liberty to secure water to the Center.

8. AUTHORIZED REPRESENTATIVES. The Authorized Representatives provided for in Section III of the Lease shall meet as needed but at least annually to review, coordinate, schedule, and approve all activities on the Premises. If the City and State cannot agree on these matters, the State shall have priority and shall have the right to make the final decisions on these matters, including but not limited to the scheduling of all activities on the Premises. However, in the event the State unilaterally makes a decision, the City shall be under no obligation to pay for, or share in the cost of, said decision.

8.1 The Authorized Representatives shall maintain a schedule of use for the Premises for the year, and the current schedule will be posted in the Center in a location accessible by both the City and the State. This schedule shall govern the use of the Premises, except when paragraph 4.1 has been invoked.



Lease Agreement Arizona Army National Guard

Mayor and Council
December 21, 2021



Military Support

The City of Surprise has a longstanding tradition of supporting the military and military operations:

- Ongoing Relationship with Luke AFB
- Veterans Reflection Circle
- Veterans Day Parade

LEASE AGREEMENT OVERVIEW

- The proposed lease agreement is for 20 acres of City owned property
- Arizona Army National Guard (AZ ARNG) will then construct a 55,000 square foot readiness center at a projected cost of \$15 million for the AZ ARNG to use for units specializing in:
 - Transportation
 - Military Police
 - Medical
 - Infantry
- The preliminary design process for the readiness center is currently underway, with anticipated construction beginning in FY2023



Map of Site Lease Agreement



Lease Terms

- The initial lease is for a term of 50 years with options to renew
- Project will proceed through the City's Development Review process and be subject to development related fees as appropriate
- Terms of the lease include an annual payment of \$1.00 per year



Facility Use

- The State has primary use of the facilities
 - The joint use agreement allows for the City's use of agreed upon joint use areas within the facilities
 - Facility use may include the following:
 - Meetings
 - Training
 - Public Safety Training
 - Emergency Operations Training
 - Other appropriate City uses which are not in conflict with the State's primary use of the facility
- 



Collaborative Effort

This mutually beneficial partnership agreement is being sought to design and build the Surprise Readiness Center, which includes collaboration with:

- Arizona Army National Guard (AZ ARNG)
- Arizona Department of Emergency & Military Affairs (DEMA)
- State Attorney General
- City Attorney's Office
- Economic Development
- Public Works
- Water Resource Management
- Community Development



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 21, 2021 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action directing the recordation of a blank petition setting forth the legal description and map of the proposed annexation in Case FS21-512 of approximately 93.97 acres of county land, generally located south of Pinnacle Peak Road and east of 163rd Avenue; Resolution # 2021-185.

Motion:

I move to approve Resolution # 2021-185.

Background:

EPS Group, representing the property owner, seeks annexation of approximately 93.97 acres of undeveloped land generally located south of Pinnacle Peak Road and east of 163rd Avenue. The annexation proposal is for ten (10) parcels, consisting of approximately 93.97 acres of unincorporated land with Maricopa County zoning district Rural-43. If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinances, and the owners will request a rezoning (FS21-513) request for Residential Low Density (R-1) and Residential High Density (R-3). The Resolution for the Intent to Annex directs City Staff to begin the annexation process per A.R.S. § 9-471 and file the Annexation Blank Petition with the Maricopa County Recorder.

Objective Analysis:

Positive impacts include adding additional property to the incorporated limits which will generate additional property taxes and potential development fees. Negative impacts could include providing services in a 93.97-acre area not previously served by the City.

Policy Compliant:

No action is being taken at this time. However if the City Council moves forward to annex property into the City limits, the annexation would be deemed policy compliant by expanding the range of influence of the City.

Financial Impact:

At this time, there are no financial impacts associated with this item. If the City Council moves forward

to annex property into the City limits there could be financial impacts to the City to provide services to an area not previously served by the City. If the area is annexed that could result in future development fee, sales tax, and property tax revenue. In addition, a Financial Impact Analysis will be conducted and submitted along with the final annexation documents.

Budget Impact:

At this time, there are no budget impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be minor budget impacts to the City to provide services to an area that the City has not previously served. If the area is annexed that could result in future development fees and sales and property taxes.

FTE Impact:

At this time, there would be no additional FTEs associated with this item. If the City Council moves forward to annex property into the City limits, staff does not believe any future FTEs would be needed based on the potential annexation.

ATTACHMENTS:

1. 00 - FS21-512 -- 163rd Ave & Grand Ave -- Staff Report
 2. 01 - FS21-512 - 163rd Ave & Grand Ave - Annexation Blank Petition - Vicinity Map
 3. 02 - FS21-512 - 163rd Ave & Grand Ave - Annexation Blank Petition - Annex Map
 4. 03 - FS21-512 - 163rd Ave & Grand Ave - Annexation Blank Petition - Annex Narrative
 5. 04 -- FS21-512 -- 163rd Ave & Grand Ave -- Res 2021-185
 6. 05 - FS21-512 - 163rd Ave & Grand Ave - Annexation Blank Petition - Citizen Participation Report_Redacted
 7. FS21-512 - 163rd Ave & Grand Ave - Annexation Blank Petition - Affidavit of Annexation
 8. FS21-512 - 163rd Ave & Grand Ave - Annexation Blank Petition - PowerPoint
-

ANNEXATION

REPORT TO THE CITY COUNCIL

1
2 **Case:** **FS21-512**
3
4 **Project Name:** 163rd Ave and Grand Ave - Annexation
5
6 **Council District:** 1
7
8 **City Council Date:** **December 21, 2021**
9
10 **Planner:** Sergio Angulo, Planner II
11
12
13 **Owner:** Campania, LLC
14 Valparaiso, LLC
15
16 **Applicant:** Josh Hannon with EPS Group, Inc.
17
18 **Request:** Annexation – Blank Petition
19
20 **Site Location:** Generally south of Pinnacle Peak Road and east of 163rd Avenue
21
22 **Site Size:** 93.97 acres (approx.)
23
24 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
25
26 **Actions:** Approval/Denial of the Resolution directing the recording of a blank
27 petition for annexation.
28
29 **Introduction:**
30
31 EPS Group, representing the property owner, seeks annexation of approximately 93.97 acres of
32 undeveloped land generally located south of Pinnacle Peak Road and east of 163rd Avenue. The
33 annexation proposal consists of ten (10) parcels with two owners of unincorporated land adjacent to
34 Surprise City limits.

35 **Project Description:**

36
37 The property is currently zoned Maricopa County Rural-43. If annexed, the property will assume
38 similar Rural Residential (RR) zoning of the Surprise Land Development Ordinances (LDO). In a
39 concurrent development application, this property is part of a rezoning case FS21-513, and will
40 be heard by both the Planning and Zoning Commission and City Council.

41
42 The parcels associated with this proposed annexation boundary includes the following APN's:

- 43 • 503-57-003B
- 44 • 503-57-006
- 45 • 503-57-008D
- 46 • 503-57-009J
- 47 • 503-57-009L
- 48 • 503-57-010F
- 49 • 503-57-010G
- 50 • 503-57-021A
- 51 • 503-57-026

52
53 **Neighborhood Outreach**

54
55 The applicant held a neighborhood outreach meeting on July 29, 2021 that was properly advertised
56 per the requirements of the LDO. The meeting took place in-person and was available virtually via
57 Go-To-Meetings. During this meeting, residents from the vicinity expressed their concerns with this
58 project. Residents from the vicinity attended the meeting to learn about the project and to ask
59 questions. Attendees had questions in regards to the process, proposed uses onsite, and
60 infrastructure improvements to the area. County residents asked if this application looked to annex
61 their properties and change their existing county zoning. The applicant explained that this application
62 was not forcing the annexation or rezone of those who do not wish to be included. See the attached
63 Citizen Participation Report for a detailed summary of the meeting.

64
65 **Arizona Revised Statutes Description:**

66
67 The Arizona Revised Statutes require that a blank annexation petition be recorded with the
68 County Recorder to commence the annexation process. The blank petition relating to the subject
69 property is planned to be recorded with the Maricopa County Recorder's Office on December 22,
70 2021. The Arizona Revised Statutes also require that no signatures be obtained during a 30-day
71 waiting period immediately following the filing of the blank petition, and that a public hearing be
72 held during the last 10 days of the 30-day waiting period. To meet this requirement, a City Council
73 hearing is scheduled to be held on January 18, 2022.

Once the public hearing is held and the 30-day waiting period has ended, signatures may be collected. State statute further requires that for an annexation petition to be valid it must bear the signatures of in excess of 50% of the landowners owning property within the annexation area representing in excess of 50% of the total assessed valuation for all real and personal property in the annexation area. State statute also allows up to one year following the end of the 30-day period to obtain the required number of signatures.

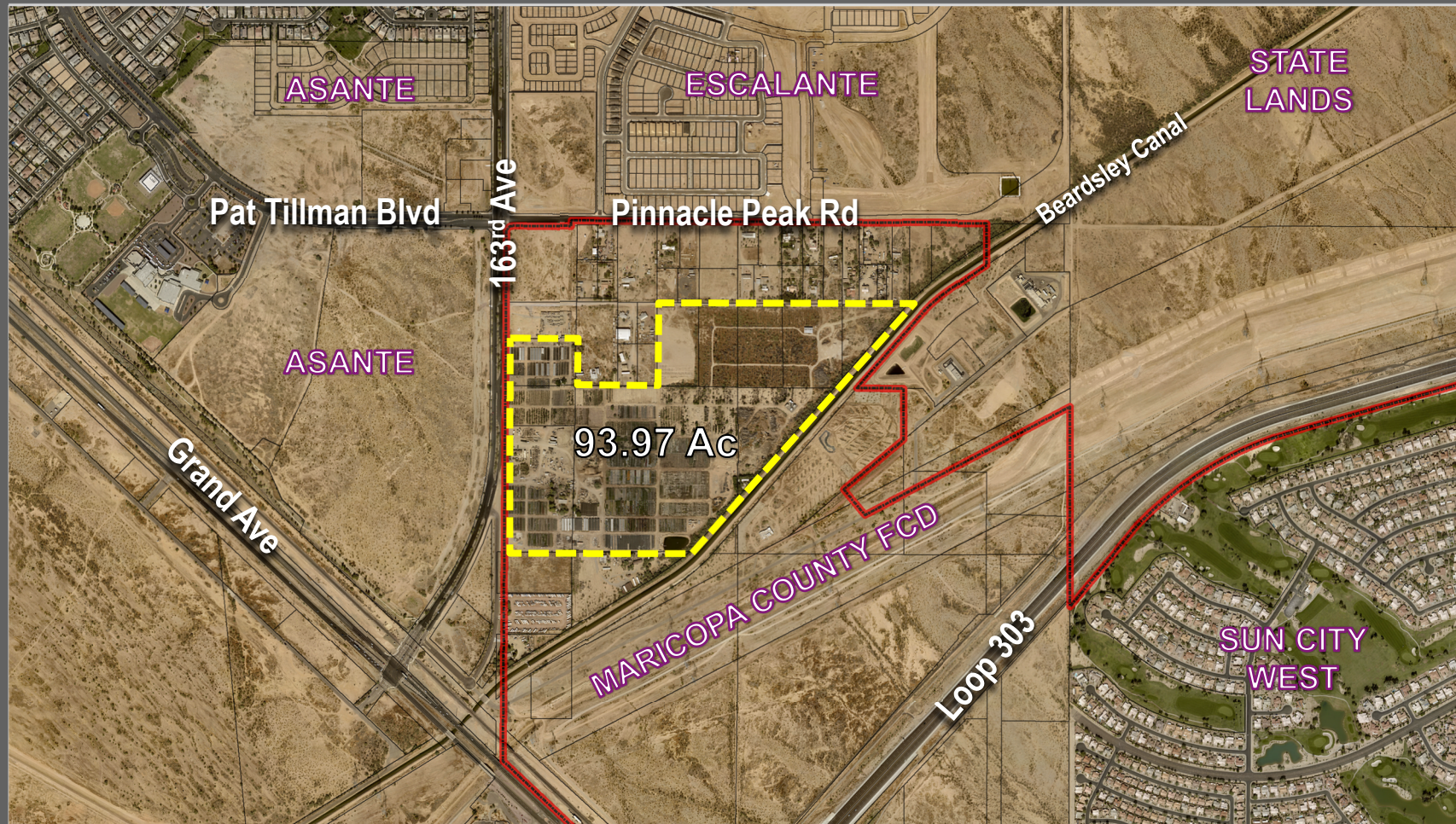
Summary:

The proposed annexation includes ten (10) parcels totaling 93.97 acres and requires signatures from representatives of the two owners of the properties after the required waiting period, which will conclude 30 days after recordation of the blank petition. Upon receiving those signatures, the subject site will be eligible for annexation by the City of Surprise. The signed petition must be presented and considered by City Council within one year of the expiration of the 30-day waiting period.

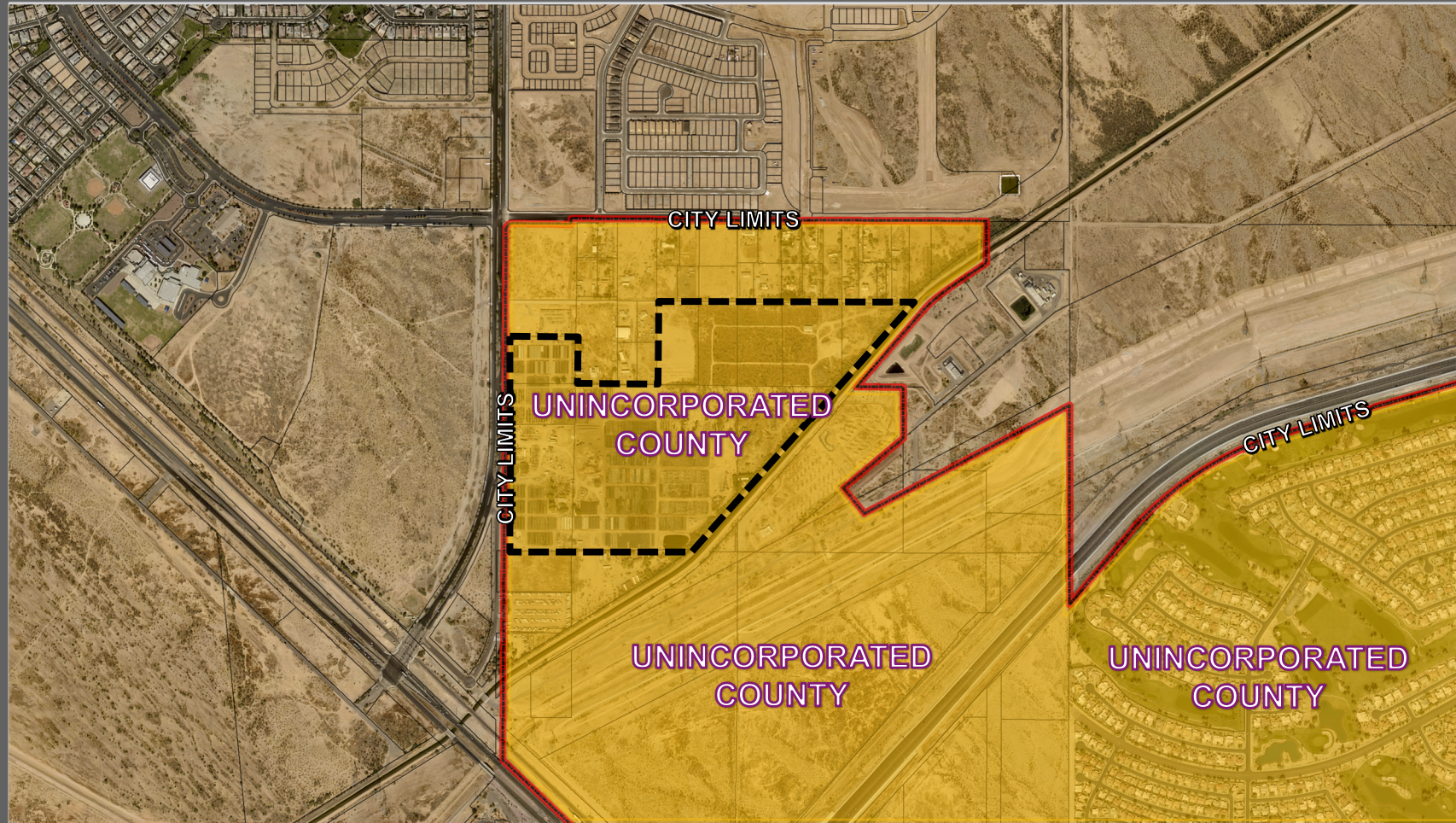
The parcel to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

Attachments:

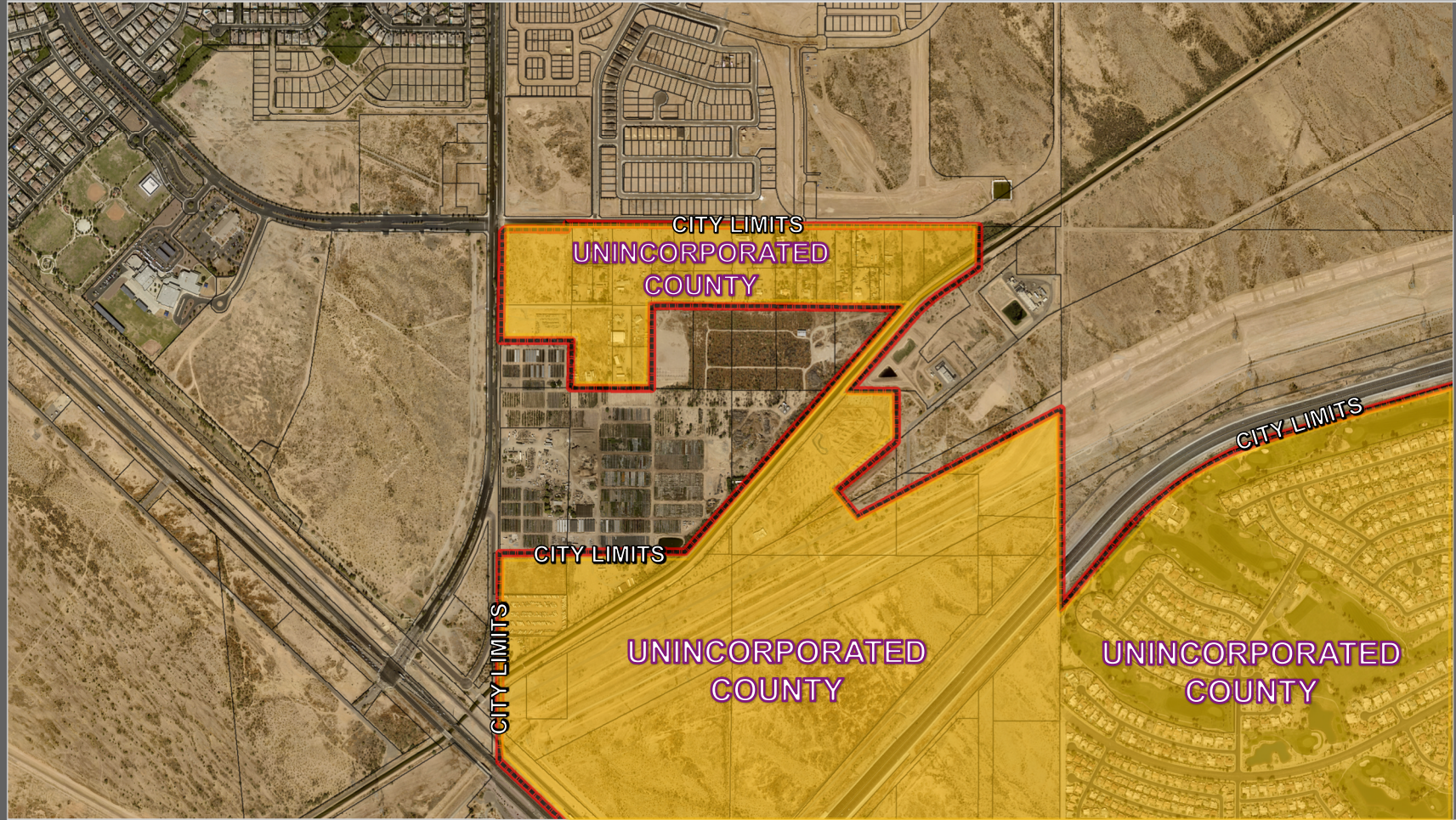
- 01 Vicinity Map
- 02 Annexation Map
- 03 Annexation Narrative
- 04 Resolution #2021-XX
- 05 Citizen Participation Report



VICINITY MAP



EXISTING CITY BOUNDARY



PROPOSED CITY BOUNDARY

Annexation Project Narrative

NEC 163rd Avenue and Grand Ave

City of Surprise

October 1, 2021

DEVELOPMENT TEAM

PROPERTY OWNER

Campania LLC
Valparaiso LLC
c/o Saul Carranza
22435 N 163rd Avenue
Surprise, AZ 85387
Tel. 623.556.7748
oaguirre@sunrisenurseryllc.com

Legal Representation

Beus Gilbert McGroder PLLC
c/o Jeffrey Blilie
701 N 44th Street
Phoenix, AZ 85008
Tel. 623.606.0532
jbililie@beusgilbert.com

PLANNING CIVIL ENGINEER LANDSCAPE ARCHITECTURE TRAFFIC ENGINEER

EPS Group, Inc.
c/o Dan Auxier, PE, and Josh Hannon
1130 N. Alma School Road, Suite 120
Mesa, AZ 85201
Tel. 480.503.2250
dan.auxier@epsgroupinc.com
josh.hannon@epsgroupinc.com

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❖ Appendix 5: Proposed Site General Plan Exhibit.....	3

Introduction

EPS Group, Inc., on behalf of the developer, submits this Annexation request for a proposed residential community on ± 93.97 -acres, located on the northeast corner of 163rd Avenue and Grand Avenue within the unincorporated limits of Surprise, Arizona. The site is currently undeveloped, agricultural land and is identified as Maricopa County Assessor Parcel Numbers (APNs): 503-57-003B, -006, -008D, -009J, -009L, -009K, -010F, -010G, -021A, and -026. The site is currently zoned RU-43.



Figure 1: Site Location Map

Description of Request

This request is to Annex the property into the City of Surprise. The purpose of these requests is to allow the development of a high-quality single-family residential community on approximately 93.97 acres. Approximately 69.44-acres shall be rezoned to R-1 District and approximately 24.53-acres shall be rezoned to R-3. (See Appendices 1 & 2)

Project Data	
A.P.N.	503-57-003B, -006, -008D, -009J, -009L, -009K, -010F, -010G, -021A, & -026
Current Land Use	Agricultural / Undeveloped
Existing General Plan Character Area	Commerce & Office
Proposed General Plan Character Area	Neighborhood (Case No. FS21-257)
Existing Zoning District	RU-43 (Maricopa County)
Post-Annexation Zoning District	RR
Gross Area	93.97-Acres

Compliance with the General Plan

A General Plan Amendment request to change the character area designation from Commerce & Office to Neighborhoods is currently under City review under Case Number: FS21-257. (See Appendices 3 & 4)

Relationship to Surrounding Properties

This site is located on existing agricultural/undeveloped fields at the northeast corner of 163rd Avenue and Grand Avenue. 303 RV Storage, and unincorporated residences reside south of the site. Multiple unincorporated residences are also located along the site's northern boundary and are within the RU-43 district of Maricopa County. The Beardsley Canal runs along the western boundary of the site, which separates the site from the adjacent 29 Palms RV & Boat Storage. Last, to the west of the site is Lennar Homes' Asante mixed-use PAD.

Location & Accessibility

The property has minimal property frontage for accessibility that only allows for two points of ingress/egress from 163rd Ave and 162nd Drive, which run parallel to each other and is not suitable for 'typical' shopping areas or office development given the scale of the site and isolated location with limited access. As such, the purpose of this requested annexation is to allow for the future development of a high-quality residential community within the City of Surprise.

Development Standards

The property will be developed in accordance with the City of Surprise Land Development Ordinance and the Planning & Engineering Design Standards.

Landscape and Open Space

A unique and diverse level of recreational amenities throughout the community shall provide opportunities and places for residents of all ages and abilities to gather, socialize, and explore. The landscape and open space theme shall include street trees and streetscape design in order to promote a strong community identity. The landscape and open space network shall provide both visual and actual connection to bring the neighborhood residents together and focus amenity activity on open space and amenities. Onsite retention areas will be landscaped to provide areas for active and passive recreation. All passive and active open space areas for the community are located within close proximity to all lots.

Utilities & Services

The proposed residential community shall be serviced by the following utility companies and community services:

Utilities & Services	
Water	City of Surprise
Sewer	City of Surprise
Electric	APS
Gas	Southwest Gas
Telephone	Century Link / Cox Communication
Cable TV	Century Link / Cox Communication
Refuse	City of Surprise
School District	Dysart Unified School District

Grading and Drainage

All drainage design will be in accordance with the City of Surprise design standards. Proposed drainage improvements will require that the Property retain the specified City of Surprise 100-year storm onsite prior to outfall. Grading will require all finished floor elevations (existing and proposed) to be elevated above the 100-year, 2-hour storm event. Retention basins will be maintained by the subdivision HOA. Maintenance access will be provided down the side slope of the basin (4:1 max) to allow ample access to maintain the basin and all drainage structures within the basin. Additional evaluation of the project site for on-site and off-site drainage shall be provided in later entitlements with the Preliminary and Final Plat.

Conclusion

We respectfully request your favorable consideration of the submitted documents and look forward to working with the City of Surprise as we move forward into the Rezone, Preliminary Plat and permitting approvals.

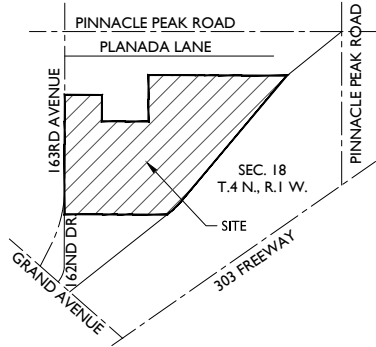
Appendix

- ❖ Appendix 1: Proposed Annexation Exhibit
- ❖ Appendix 2: Existing Site Zoning Exhibit
- ❖ Appendix 3: Post-Annexation Zoning Exhibit
- ❖ Appendix 4: Existing Site General Plan Exhibit
- ❖ Appendix 5: Proposed Site General Plan Exhibit

Appendix 1



VICINITY MAP



PROJECT TEAM

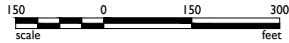
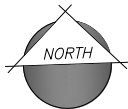
PROPERTY OWNER:
VALPARAISO LLC
CAMPANIA LLC
22435 N 163RD AVENUE
SURPRISE, AZ 85387
TEL: 602-628-7840
CONTACT: THE LAND AGENCY
c/o PAUL LAFFERTY
email: patty@taaz.com

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: DAN AUXIER / JOSH HANNON
email: dan.auxier@epsgruoinc.com / josh.hannon@epsgruoinc.com

LAND USE ATTORNEY:
BEUS GILBERT
701 N 44TH ST
PHOENIX, AZ 85008
TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
email: jblilie@beusgilbert.com

PROJECT DATA

APN(s):	503-57-003B, -006, -008D, -009J, -009L, -009K, -010F, -010G, -021A, & -026
EXISTING LAND USE:	UNDEVELOPED/AGRICULTURE
PROPOSED LAND USE:	MULTI-FAMILY & SINGLE-FAMILY RESIDENTIAL
EXISTING GENERAL PLAN:	COMMERCE/OFFICE
PROPOSED GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	RU-43 (MARICOPA COUNTY)
POST ANNEXATION ZONING:	RR
SITE ACREAGE:	93.97 GROSS ACRES 4,093,333 SQUARE FEET

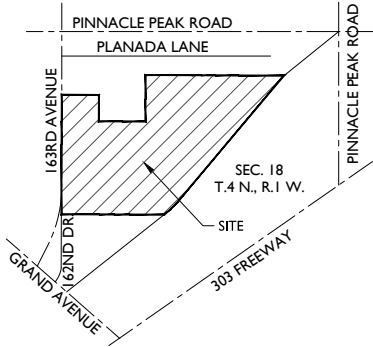


Revisions:

Appendix 2



VICINITY MAP



NTS

PROJECT TEAM

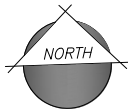
PROPERTY OWNER:
VALPARAISO LLC
CAMPANIA LLC
22435 N 163RD AVENUE
SURPRISE, AZ 85387
TEL: 602-628-7840
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TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
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PROJECT DATA

APN(s):	503-57-003B, -006, -008D, -009J, -009L, -009K, -010F, -010G, -021A, & -026
EXISTING LAND USE:	UNDEVELOPED/AGRICULTURE
PROPOSED LAND USE:	MULTI-FAMILY & SINGLE-FAMILY RESIDENTIAL
EXISTING GENERAL PLAN:	COMMERCE/OFFICE
PROPOSED GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	RU-43 (MARICOPA COUNTY)
POST ANNEXATION ZONING:	RR
SITE ACREAGE:	93.97 GROSS ACRES 4,093,333 SQUARE FEET



150 0 150 300
scale feet

1130 N Alma School Road, Suite120
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgruoinc.com



163RD & GRAND AVENUE

Maricopa County, Arizona

EXISTING ZONING EXHIBIT

Project

Revisions:



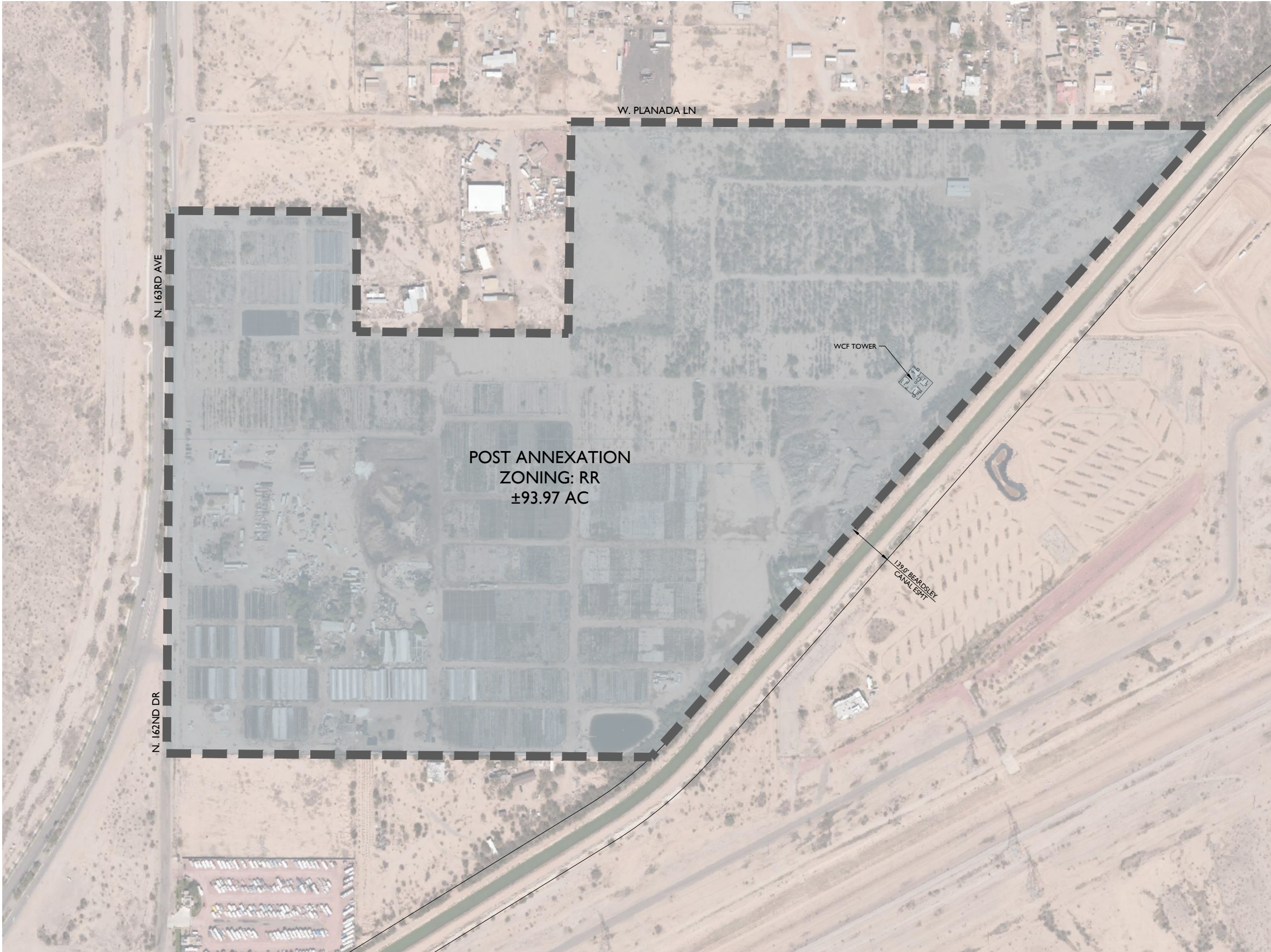
Designer: JH
Drawn by: NG

Preliminary
Not For
Construction
Or
Recording

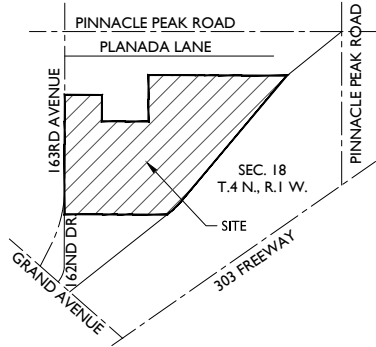
Job No.
21-0187

Sheet No.
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of 01

Appendix 3



VICINITY MAP



PROJECT TEAM

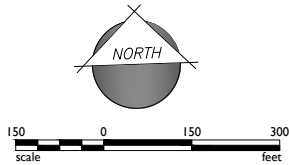
PROPERTY OWNER:
VALPARAISO LLC
CAMPANIA LLC
22435 N 163RD AVENUE
SURPRISE, AZ 85387
TEL: 602-628-7840
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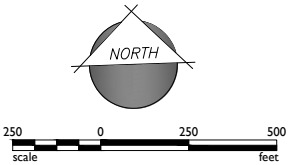
LAND USE ATTORNEY:
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701 N 44TH ST
PHOENIX, AZ 85008
TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
email: jblilie@beusgilbert.com

PROJECT DATA

APN(s):	503-57-003B, -006, -008D, -009J, -009L, -009K, -010F, -010G, -021A, & -026
EXISTING LAND USE:	UNDEVELOPED/AGRICULTURE
PROPOSED LAND USE:	MULTI-FAMILY & SINGLE-FAMILY RESIDENTIAL
EXISTING GENERAL PLAN:	COMMERCE/OFFICE
PROPOSED GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	RU-43 (MARICOPA COUNTY)
POST ANNEXATION ZONING:	RR
SITE ACREAGE:	93.97 GROSS ACRES 4,093,333 SQUARE FEET
MAX DENSITY:	
R-1	8 DU/AC
R-3	21 DU/AC



Appendix 4



PROPERTY OWNER:
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HANNON
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josh.hannon@epsgruoinc.com

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PHOENIX, AZ 85008
TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
email: jblilie@beusgilbert.com

APN(s):

503-57-003B, -004D, -004J, -005B, -005D,
-005E, -005F, -006, -007F, -007G, -007H, -007J,
-007K, -008C, -008D, -008E, -009, -009K,
-009L, -009P, -009U, -009V, -009X, -009Z,
-010F, -010G, -010K, -010L, -010M, -010N,
-010Q, -010R, -010S, -010T, -021A, -025Y,
-025Z, -026, -028B, -031, -033A, -033B, -034,
-035, -038A, -039, -040, -041A, -041B, -042A,
-043, -044, -045, -046, -047, -048, -049A,
-049B, -051, -052, 503-73-756A & -756B

EXISTING LAND USE:	UNDEVELOPED/AGRICULTURE
PROPOSED LAND USE:	MULTI-FAMILY & SINGLE-FAMILY RESIDENTIAL

EXISTING GENERAL PLAN:	COMMERCE/OFFICE
PROPOSED GENERAL PLAN:	NEIGHBORHOOD

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www.epsgruoinc.com



163RD & GRAND AVENUE

Maricopa County, Arizona

EXISTING GENERAL PLAN EXHIBIT

Project:

Revisions:



Designer: J
Drawn by: N

Preliminary
Not For
Construction
Or
Recording

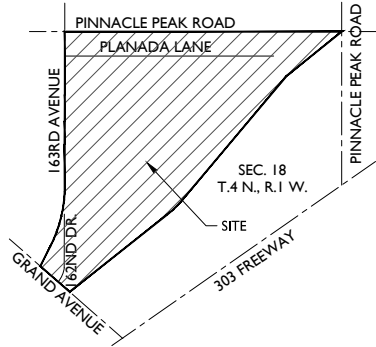
Job No.
21-0187

Sheet No.
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of 01

Appendix 5



VICINITY MAP



PROJECT TEAM

PROPERTY OWNER:
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TEL: (480) 503-2250
CONTACT: DAN AUXIER / JOSH HANNON
email: dan.auxier@epsgroupinc.com / josh.hannon@epsgroupinc.com

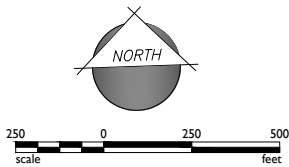
LAND USE ATTORNEY:
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701 N 44TH ST
PHOENIX, AZ 85008
TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
email: jblilie@beusgilbert.com

PROJECT DATA

APN(s): 503-57-003B, -004D, -004J, -005B, -005D, -005E, -005F, -006, -007F, -007G, -007H, -007J, -007K, -008C, -008D, -008E, -009J, -009K, -009L, -009P, -009U, -009W, -009X, -009Z, -010F, -010G, -010K, -010L, -010M, -010N, -010Q, -010R, -010S, -010T, -021A, -025Y, -025Z, -026, -028B, -031, -033A, -033B, -034, -035, -038A, -039, -040, -041A, -041B, -042A, -043, -044, -045, -046, -047, -048, -049A, -049B, -051, -052, 503-73-756A & -756B

EXISTING LAND USE: UNDEVELOPED/AGRICULTURE
PROPOSED LAND USE: MULTI-FAMILY & SINGLE-FAMILY RESIDENTIAL

EXISTING GENERAL PLAN: COMMERCE/OFFICE
PROPOSED GENERAL PLAN: NEIGHBORHOOD



Revisions:

RESOLUTION # 2021-185

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DIRECTING THE RECORDING OF A BLANK PETITION FOR ANNEXATION PURSUANT TO A.R.S. § 9-471, PERTAINING TO A CERTAIN PROPERTY THAT ADJOINS AND IS CONTIGUOUS TO THE CITY OF SURPRISE CONSISTING OF APPROXIMATELY 93.97 ACRES LOCATED SOUTH OF PINNACLE PEAK ROAD AND EAST OF 163RD AVENUE, MARICOPA COUNTY, ARIZONA

WHEREAS, it has been proposed that the City of Surprise annex certain property within a portion of Section 18, Township 4 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described in the attached ***Exhibit A***;

WHEREAS, the area to be annexed adjoins the exterior boundary of the City of Surprise for at least 300 feet and is otherwise contiguous to the City; and

WHEREAS, A.R.S. § 9-471(A)(1) requires that the City file, in the office of the Maricopa County, Arizona Recorder, a blank petition setting forth the legal description, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***.

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

Section 1. The City Clerk shall record with the Office of the Maricopa County Recorder a blank annexation petition containing the legal description of the property, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***. The City Clerk shall also record a sworn affidavit verifying that no part of the territory proposed to be annexed is already subject to an earlier filing for annexation.

Section 2. The City Clerk shall call a public hearing for the purpose of consideration of the proposed annexation, said hearing to be noticed for a date between 20-30 days after filing the blank annexation petition, in accordance with A.R.S. § 9-471 (A)(3).

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2021.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

ANNEXATION PETITION

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA:

We, the undersigned, the owners of one-half or more of the real and personal property that also represents one-half or more of the value of the real and personal property that would be subject to taxation by the City of Surprise in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Surprise, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked "Exhibit "B" and made a part hereof, request the City of Surprise to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed as part of the Surprise Case #FS21-512, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE NO	PARCEL NUMBER OR LEGAL DESCRIPTION



**Legal Description
Annexation & Zoning**

Job No. 21-0787

10/4/2021

A portion of the North Half of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County Arizona, more particularly described as follows:

BEGINNING at the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, from which the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, bears North 0 degrees 21 minutes 23 seconds East, 2633.85 feet;

thence along the West line of the Northwest Quarter of said Section 18, North 0 degrees 21 minutes 23 seconds East, 1690.43 feet;

thence along the North line of that parcel described in Document No. 2016-0833046 of Maricopa County Records, South 89 degrees 36 minutes 43 seconds East, 580.61 feet to the Northeast corner thereof;

thence along the East line of said parcel, South 0 degrees 01 minutes 53 seconds East, 373.51 feet to the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 18;

thence along the North line of said Southeast Quarter, South 89 degrees 37 minutes 24 seconds East, 659.08 feet to the Southwest Corner of that parcel described in Document No. 2018-0374381 of Maricopa County Records;

thence along the West line of said parcel, North 0 degrees 00 minutes 05 seconds West, 658.06 feet to the Northwest Corner thereof;

thence along the North line of said parcel and also along the North line of that parcel described in Document No. 2015-0095268 of Maricopa County Records, South 89 degrees 39 minutes 37 seconds East, 658.43 feet to the Northeast corner thereof;

thence along the North line of those parcels described in Document No. 2012-0451702 of Maricopa County Records, South 89 degrees 37 minutes 09 seconds East, 1318.44 feet;

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2021\21-0187\Land Survey\Legals\21-0187 LD03 Annex & Zoning.docx



thence continuing along said North line, South 89 degrees 39 minutes 13 seconds East, 17.68 feet to a point on the Northwestern right-of-way of the Maricopa County Municipal Water Conservation District No. 1 Main Canal;

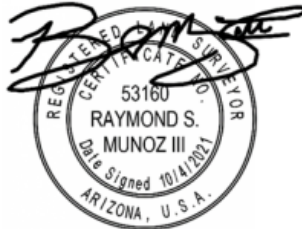
thence along said Northwestern right-of-way, South 41 degrees 18 minutes 56 seconds West, 2498.28 feet to the beginning of a curve, concave Northwest, having a radius of 1230.67 feet;

thence continuing along said Northwestern right-of-way, Southwesterly 123.92 feet along the arc of said curve to the right through a central angle of 5 degrees 46 minutes 09 seconds to a point on the South line of the Southeast Quarter of the Northwest Quarter of said Section 18;

thence along said South line, on a non-tangent line North 89 degrees 34 minutes 37 seconds West, 917.36 feet to the Southeast corner of Lot 2 of said Section 18;

thence along the South line of said Lot 2, North 89 degrees 33 minutes 38 seconds West, 591.82 feet to the **POINT OF BEGINNING**.

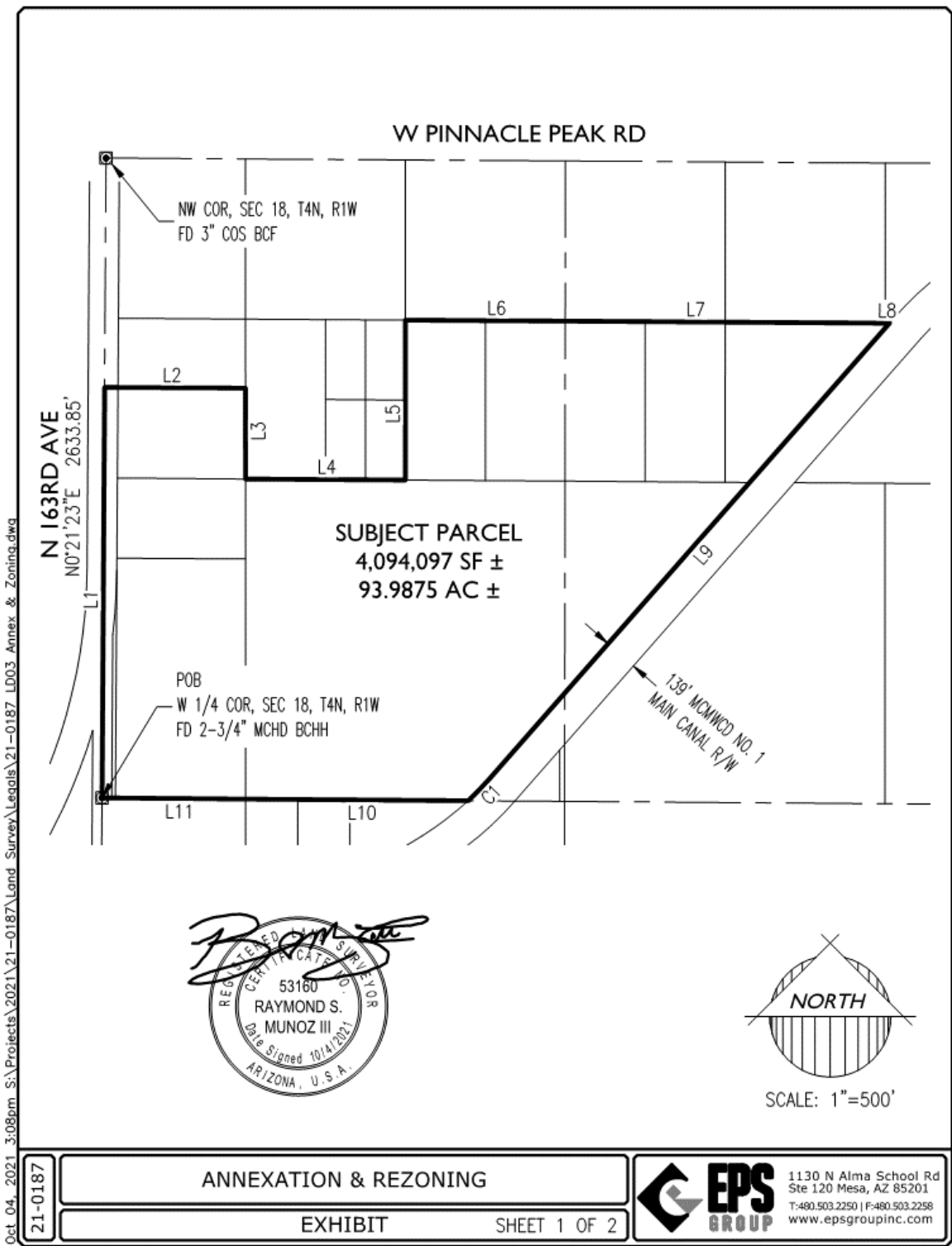
Contains 4,094,097 square feet or 93.9875 acres, more or less.



EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

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EXHIBIT B



Oct 04, 2021 3:09pm S:\Projects\2021\21-0187\Land Survey\Legals\21-0187 LD03 Annex & Zoning.dwg 21-0187

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°21'23"E	1690.43'
L2	S89°36'43"E	580.61'
L3	S00°01'53"E	373.51'
L4	S89°37'24"E	659.08'
L5	N00°00'05"W	658.06'
L6	S89°39'37"E	658.43'

LINE TABLE		
LINE	BEARING	LENGTH
L7	S89°37'09"E	1318.44'
L8	S89°39'13"E	17.68'
L9	S41°18'56"W	2498.28'
L10	N89°34'37"W	917.36'
L11	N89°33'38"W	591.82'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	123.92'	1230.67'	5°46'09"	62.01'	123.87'	S44°12'01"W



21-0187

ANNEXATION & REZONING

EXHIBIT

SHEET 2 OF 2



1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Citizen Participation Report

NEC 163rd Avenue and Grand Ave

City of Surprise

September 16, 2021

Parties Affected by Annexation & General Plan Amendment Request

Individual Canvassing Survey letters were sent to all property owners south of Pinnacle Peak, east of 163rd/162nd Avenue and north of the Beardsley Canal to seek out surrounding owner interest in joining the existing General Plan Amendment and Annexation requests. A map of the area identified is provided in **Appendix 1**. The City of Surprise published a newspaper ad and sent out notice letters to the property owners to inform them of a neighborhood meeting, which was held on July 29, 2021.

The survey letter, provided in **Appendix 2**, included a fillable survey and all of the information required by the city to explain the annexation and general plan amendment process and application. Interested parties were instructed to return the survey portion to the project representative, Jeffrey Blilie with Beus Gilbert McGroder PLLC.

Parties Affected by Annexation, General Plan Amendment, & Rezone Applications

Individual Neighborhood Meeting Invitations were sent by the City of Surprise in addition to posting an ad in the newspaper. These letters were sent to all property owners within 300' of the approximately 190.54-gross acres generally located at the northeast corner of 163rd Avenue and Grand Avenue. The letters invited the property owners to attend the meeting and included all of the information required by the city to explain the annexation, general plan amendment, and rezoning applications.

The below interested parties have been identified as part of this process. Returned surveys, emails, and letters received as part of this process are provided in **Appendix 3**.

OWNER	ADDRESS	GPA & SURVEY CANVASS			NOT A PART
		NO RESPONSE	ANNEX	GPA	
ARREOLA ALFREDO/NORMA	[REDACTED]	X			
BARCLAY SURPRISE INC	[REDACTED]	X			
BLUESHORE HOLDINGS LLC	[REDACTED]	X			
BREWER MARIA D	[REDACTED]	X			
CAMACHO CESAR/LETITIA	[REDACTED]	X			
CAMPANIA LLC	[REDACTED]	X			
CAMPANIA LLC	[REDACTED]	X			
DEACETIS VINCENT/ GERALDINE TR	[REDACTED]	X			
FERNANDEZ CARMEN R	[REDACTED]	X			
FREDRICKSON FAMILY TRUST	[REDACTED]	X			
FRONSMAN ADELLA M	[REDACTED]		NO	NO	
FRONSMAN GEORGE/ CRYSTAL	[REDACTED]	X			
GOMEZ CONSEPCION S	[REDACTED]	X			
HANCOCK LAWRENCE G	[REDACTED]		NO	NO	
HERNANDEZ CASIMIRO	[REDACTED]		NO	NO	
HUEY RICHARD G/IRENE TR/ WONG W O/S O TR/ETAL	[REDACTED]		NO	YES	

JOSEPH A SOLDEVERE/ ARLENE R REV TRUST	[REDACTED]	X			
LENNAR COMMUNITIES DEVELOPMENT INC	[REDACTED]	X			
MC REAL ESTATE DEVELOPMENT LLC	[REDACTED]	X			
MORGAN CAREY D/LAUREN L	[REDACTED]	X			
ODOGUI SAMUEL/NELLIE	[REDACTED]	X			
OROZCO SALVADOR D	[REDACTED]	X			
PASILLAS ALBINA SOLIS/FRANCISCO	[REDACTED]	X			
PASILLAS ANTONIO C/ ROSARIO IBARRA	[REDACTED]	X			
PASILLAS ANTONIO/ AUGUSTIN	[REDACTED]	X			
PEAK RV STORAGE LLC	[REDACTED]	X			
SCHULTZ ENTERPRISES WEST LLC	[REDACTED]		NO	NO	
SKAGGS M R/M E/RUCH R J/N A	[REDACTED]	X			
SOLIS JUAN A JR/ MARTINEZ NORMA	[REDACTED]	X			
SOLIS JUAN A SR	[REDACTED]	X			
SOLIS MARIANO/CYNTHIA	[REDACTED]	X			
SOLIS MARIANO/CYNTHIA	[REDACTED]	X			
SOLIS MARTIN F/ ALEJANDRINA/PASILLAS ANTONIO C	[REDACTED]	X			
SOLIS MARTIN F/ ALEJANDRINA/ PASILLAS ANTONIO C	[REDACTED]	X			
STANISLAW B MUSIAL AND BOZENA MUSIAL REV LIV	[REDACTED]		NO	NO	
TELLEZ ELIZABETH ANNAMARIE/ VERONICA ADELICIA	[REDACTED]	X			
VALPARAISO LLC	[REDACTED]	X			
VALPARAISO LLC	[REDACTED]	X			
VARGAS ALEJANDRINA HERNANDEZ	[REDACTED]	X			
WALKER RONALD/PAULA	[REDACTED]	X			
WEBB GARY	[REDACTED]				X
PHILLIPS SCOTT & JANICE	[REDACTED]				X
KEATING MATT	[REDACTED]				X

ODOGUI SAM & NELLIE					X
FRONSMAN CRYSTAL					X

Notification and Information Procedures

We will meet all City noticing requirements for annexing, rezoning, and amending the general plan land use designation of the property. These include notice of Public Hearing letters to be sent to surrounding property owners within 300' of the Property and other interested stakeholders, as identified on the buffer map provided in **Appendix 4**. The notification letters will include case information as well as our contact information. The interested parties and stakeholders identified are listed in **Appendix 5**.

We will post the site on our 163rd Avenue frontages with signs informing of the proposed annexation, general plan amendment, and rezoning request within the required timeframes. We have worked with City staff on the exact location and number of posted signs. Photographic evidence and the affidavit of posting are provided in **Appendix 6**.

Response Procedures

We will continue to respond to all input and comments received from parties affected by our application. We will also provide our responses to City Staff for their records. We will follow-up as necessary to ensure proper responses are provided and information is shared regarding the status of the request to interested stakeholders.

Schedule of Completion

June - Conducted Public outreach to generally secure maximum coordination of plans and to indicate properly located sites for all public purposes on the general plan. Consulted with, informed, and provided an opportunity for official comment by:

- All property owners south of Pinnacle Peak
- All property owners east of 163rd/162nd Avenue
- All property owners north of the Beardsley Canal

July – Completed Review and Submitted a Citizen Participation Plan to reflect outreach strategies to engage property owners and residents.

July 14 - Posted notifications on site (2 signs for the GPA and 3 for the rezoning and annexation) at least 15 days in advance of the Neighborhood Meetings, on July 14, 2021.

The City of Surprise published notification with local newspapers, press release, City website, and social media and mailed letters to property owners and neighbors at least 15 days in advance of the Neighborhood Meeting.

This Citizen Participation Report includes a list of attendees and an accurate account of the items discussed such as opposition, proposed alternatives solutions (by either neighbors or applicant), responses to proposed solutions, and any mutual agreements reached during the meeting. The Sign-In List is provided in **Appendix 7**. Completed Comment Cards are provided in **Appendix 8**.

July 19, 2021 – Held Neighborhood Meeting at the Asante Preparatory Academy at 6:00 PM.

August – Began 60-day notice: transmit the proposal to P&Z, City Council, and submit a copy to outside agencies and municipalities for review and further comment

October – 60-Day Review period closes

October – Public Notice: Site Posting, newspaper, website, and mailers between 15-30 days

November 4 – Public Hearing at offsite P&Z meeting to discuss

November 18 – Public Hearing at P&Z for recommendation (recommendation)

November – Public Notice: Site Posting, newspaper, website, and mailers between 15-30 days

December 7 – Public Hearing at City Council to consider Major General Plan Amendment (via resolution with 2/3s vote)

December – send notice of the approval, adoption or readoption of the general plan or major amendment to the general plan to the attorney general by certified mail, return receipt requested, within three business days after the approval, adoption or readoption.

After affirmation from Attorney General – Send a copy of the adopted general plan to the planning agency of Maricopa County.

Status Procedure

We will update city staff via email and telephone calls if any important issues come about as we continue our public outreach. If additional public outreach occurs after the submittal of the Public Outreach Plan, we will provide updates to inform city staff and council members.

CITIZEN PARTICIPATION PLAN RESULTS

Details and Techniques Used to Involve the Public

As part of the Public Outreach Process, the Applicant's representatives have not received any inquiries on the request except as found at the Neighborhood Meeting and through returned Canvassing letters.

Summary of Concerns, Issues and Problems & How They will be Addressed

The interactions we had with community members at the 7/24/2021 neighborhood meeting were inquisitive in nature and primarily to discuss and further describe the request. The Neighborhood Meeting Minutes are provided in **Appendix 9**.

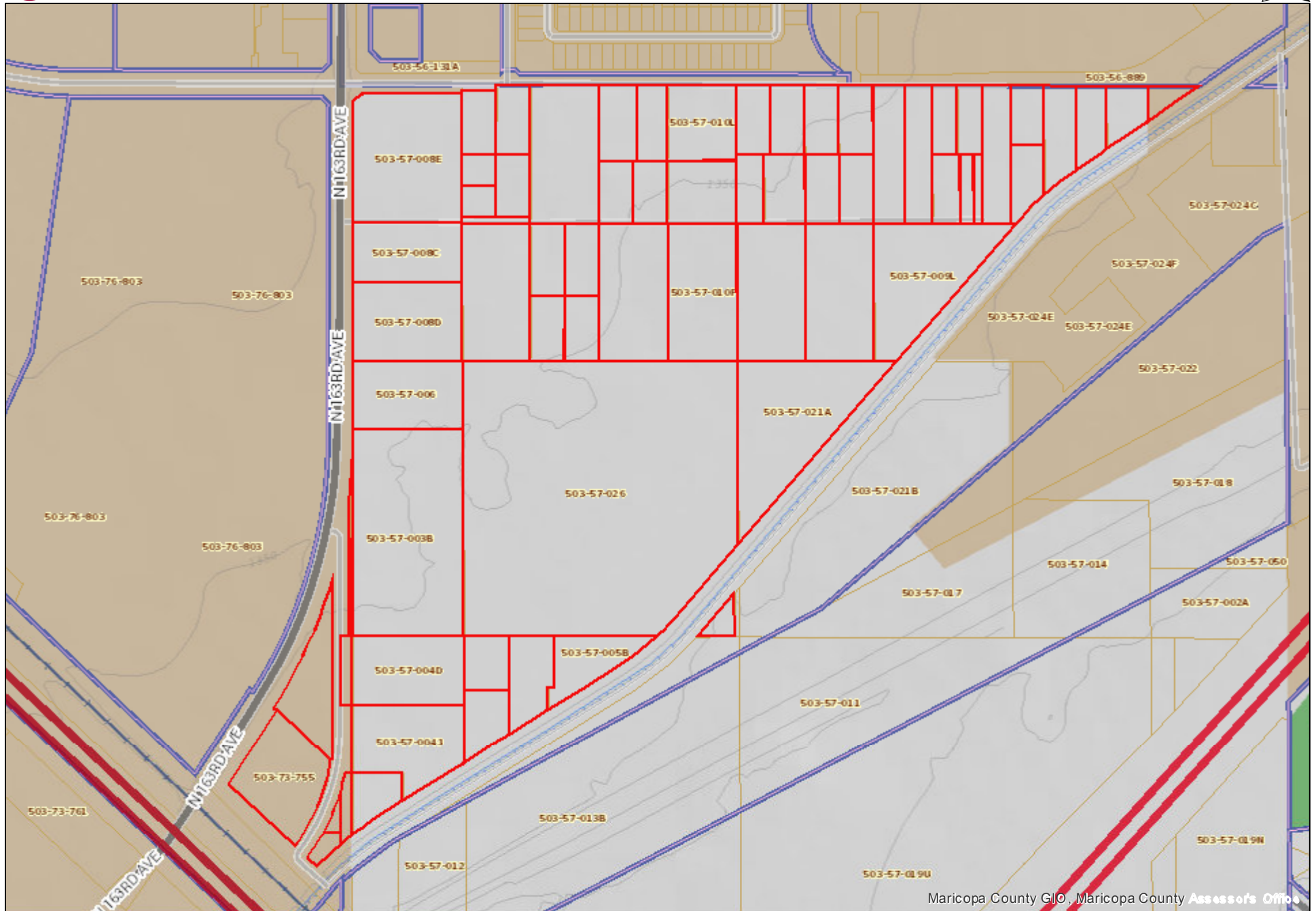
APPENDIX

- Appendix 1: Buffer Map
- Appendix 2: Canvassing Survey Letter
- Appendix 3: Completed Canvassing Surveys & Correspondence
- Appendix 4: Neighborhood Meeting & Public Hearing Buffer Map
- Appendix 5: Neighborhood Meeting & Public Hearing Mailing List
- Appendix 6: Public Notice Sign Posting Photographic Evidence & Affidavit
- Appendix 7: Neighborhood Meeting Sign-In Sheet
- Appendix 8: Neighborhood Meeting Comment Cards
- Appendix 9: Neighborhood Meeting Minutes

APPENDIX 1



163rd & Grand Avenue - Survey Buffer Map



Maricopa County GLO, Maricopa County Assessor's Office

5/25/2021 12:48:28 PM

163RD & GRAND AVENUE - GPA & ANNEXATION SURVEY MAILING LIST					
APN	OWNER	ADDRESS	CITY	STATE	ZIP
503-57-010S	ARREOLA ALFREDO/NORMA				
503-57-010T	BARCLAY SURPRISE INC				
503-57-007K	BLUESHORE HOLDINGS LLC				
503-57-038A	BREWER MARIA D				
503-57-039	BREWER MARIA D				
503-57-010N	CAMACHO CESAR/LETITIA				
503-57-008D	CAMPANIA LLC				
503-57-010G	CAMPANIA LLC				
503-57-026	CAMPANIA LLC				
503-73-755	DEACETIS VINCENT/GERALDINE TR				
503-57-009W	FERNANDEZ CARMEN R				
503-57-025Y	FREDRICKSON FAMILY TRUST				
503-57-025Z	FREDRICKSON FAMILY TRUST				
503-57-010Q	FRONSMAN ADELLA M				
503-57-010R	FRONSMAN GEORGE/CRYSTAL				
503-57-033A	GOMEZ CONSEPCION S				
503-57-004C	HANCOCK LAWRENCE G				
503-57-004D	HANCOCK LAWRENCE G				
503-57-035	HERNANDEZ CASIMIRO				
503-57-008E	HUEY RICHARD G/IRENE TR/WONG W O/S O TR/ETAL				
503-73-028V	JOSEPH A SOLDEVERE/ARLENE R REV TRUST				
503-57-028B	LENNAR COMMUNITIES DEVELOPMENT INC				
503-73-756A	LENNAR COMMUNITIES DEVELOPMENT INC				
503-73-756B	LENNAR COMMUNITIES DEVELOPMENT INC				
503-57-007F	MC REAL ESTATE DEVELOPMENT LLC				
503-57-007G	MC REAL ESTATE DEVELOPMENT LLC				
503-57-007H	MC REAL ESTATE DEVELOPMENT LLC				
503-57-007J	MC REAL ESTATE DEVELOPMENT LLC				
503-57-008C	MORGAN CAREY D/LAUREN L				
503-57-047	ODOGUI SAMUEL N/NELLIE				
503-57-049A	ODOGUI SAMUEL/NELLIE				
503-57-048	OROZCO SALVADOR D				
503-57-040	PASILLAS ALBINA SOLIS/FRANCISCO				
503-57-009U	PASILLAS ANTONIO C/ROSARIO IBARRA				
503-57-009P	PASILLAS ANTONIO/AUGUSTIN				
503-57-010L	PEAK RV STORAGE LLC				
503-57-010M	PEAK RV STORAGE LLC				
503-57-004J	SCHULTZ ENTERPRISES WEST LLC				
503-57-010K	SKAGGS M R/M E/RUCH R J/N A				
503-57-041A	SOLIS JUAN A JR/MARTINEZ NORMA				
503-57-041B	SOLIS JUAN A JR/MARTINEZ NORMA				
503-57-042A	SOLIS JUAN A SR				
503-57-009X	SOLIS MARIANO/CYNTHIA				
503-57-033B	SOLIS MARIANO/CYNTHIA				
503-57-009Z	SOLIS MARTIN F/ALEJANDRINA/PASILLAS ANTONIO C				
503-57-031	SOLIS MARTIN F/ALEJANDRINA/PASILLAS ANTONIO C				
503-57-043	STANISLAW B MUSIAL AND BOZENA MUSIAL REV LIV				
503-57-044	STANISLAW B MUSIAL AND BOZENA MUSIAL REV LIV				
503-57-045	STANISLAW B MUSIAL AND BOZENA MUSIAL REV LIV				
503-57-046	STANISLAW B MUSIAL AND BOZENA MUSIAL REV LIV				
503-57-049B	TELLEZ ELIZABETH ANNAMARIE/VERONICA ADELICIA				
503-57-003A	VALPARAISO LLC				
503-57-003B	VALPARAISO LLC				
503-57-005B	VALPARAISO LLC				
503-57-005D	VALPARAISO LLC				
503-57-005E	VALPARAISO LLC				
503-57-005F	VALPARAISO LLC				
503-57-006	VALPARAISO LLC				
503-57-009J	VALPARAISO LLC				
503-57-009K	VALPARAISO LLC				

503-57-009L	VALPARAISO LLC	
503-57-010F	VALPARAISO LLC	
503-57-021A	VALPARAISO LLC	
503-57-051	VARGAS ALEJANDRINA HERNANDEZ	
503-57-052	VARGAS ALEJANDRINA HERNANDEZ	
503-57-034	WALKER RONALD/PAULA	

APPENDIX 2

May 26, 2021

Proposed Major General Plan Amendment & Annexation to the City of Surprise

Dear Neighbor:

The owners of a property located near you at the northeast corner of 163rd Avenue and Grand Avenue are working with the City of Surprise regarding a Major General Plan Amendment and Annexation of this property. Because Surprises' corporate boundaries surround your area, the City of Surprise has requested that you be contacted to gauge your level of interest in joining the General Plan Amendment and petition for annexation.

This request is specifically to amend the City of Surprise General Plan designation for this area from Commerce & Business to Neighborhood and for annexation into the City of Surprise.

Recognizing that annexation is a personal decision, the City of Surprise typically relies on applications from property owners for proposed annexations to the City. Because the City has requested that you be contacted, information has been provided in this letter describing the annexation process and answering some of the most frequently asked question regarding annexations. A form consenting or opposing to annexation has also been included with a stamped envelope in this letter for your response.

Additional information may be obtained by contacting Jeffrey Blilie with Beus Gilbert McGroder PLLC at (623) 606-0532 or jblilie@beusgilbert.com. You may also contact Joshua Mike at the City of Surprise at (623) 222-3134 or joshua.mike@surpriseaz.gov. If EPS Group, Inc. or the City does not receive a response from you by June 9, 2021, it will be understood that you are not interested in annexing to the City of Surprise.

HOW MUCH DOES IT COST TO ANNEX?

There will be no cost to you to be included with the requests.

WHAT IF THERE IS ONLY SCATTERED INTEREST IN ANNEXING TO THE CITY?

The City is responsible for ensuring logical boundary expansions of cities. This includes ensuring that territory involved in annexation is physically contiguous to city boundaries and that the annexation configuration assures the efficient provision of municipal services. Although annexation boundaries are evaluated on a case-by-case basis, the City's goal is to annex blocks of territory that round out city boundaries and avoid creating unincorporated islands. If the annexation survey of this area results in a scattered response of property owners favoring annexation, the City may decide not to annex properties within the survey area and annex only the area requesting annexation.

HOW LONG WILL IT TAKE TO COMPLETE THE ANNEXATION PROCESS?

To complete the process, it will take approximately 10-12 months. A specific set of steps must be completed prior to and during a required 30-day waiting period before a 1-year timeline is initiated to obtain the necessary signatures on the annexation petition. After the signatures on the annexation petition are verified to meet the requirements of A.R.S. 9-471, the mayor and City Council shall consider an ordinance for annexation. The annexation shall be effective 30 days after adoption.

WHAT SERVICES ARE PROVIDED BY THE CITY?

When you annex into the City of Surprise, you gain access to a number of valuable, high quality benefits, such as:

- **Fire Protection & Medical Response:** The average response time for the City of Surprise Fire is 5 minutes. With well trained and certified firefighters, state of the art medical and firefighting equipment and excellent training programs, the City of Surprise Fire Department is one of the best in Arizona.
- **Police Protection:** Surprise Police's average response time for priority-1 calls is under 5 minutes. The Police department has highly trained officers who work to keep the neighborhoods safe and respond quickly to emergencies as they arise.
- **Refuse Recycling Collection:** The City's weekly collection service includes pickup of both trash and recyclables. A low monthly fee also covers other solid waste services such as curbside Brush and Bulky pickup, landfill operations, neighborhood cleanup, annual Christmas tree recycling and household hazardous waste events.
- **Street Maintenance:** Upon annexation, the City of Surprise assumes responsibility for repair, sweeping and maintenance of all paved public streets. Street name and traffic regulation signs also will be maintained and/or installed where appropriate.
- **Neighborhood Services:** The City of Surprise helps interested neighborhoods form neighborhood associations, supports neighborhood associations by mailing newsletters, keeping associations informed about important City issues, and assisting with code enforcement.
- **Participation in City Elections & Decisions:** Joining the City of Surprise gives you a voice in decisions and issues that are governed by the City of Surprise, many of which impact the entire region.
- **Water Services:** Water and wastewater service for your area will not change when you join the City of Surprise.

Sincerely,

Jeffrey M. Blilie

Beus Gilbert McGroder PLLC

(623) 606-0532

Jblilie@beusgilbert.com

163rd Avenue & Grand Avenue
Major General Plan Amendment & Annexation Survey

Please place an "X" in front of the appropriate response and mail this page back to the Planning Division in the stamped envelope provided.

_____ The undersigned owner(s) of property hereby give consent to their property being included in the proposed Major General Plan Amendment.

_____ The undersigned owner(s) of property hereby give consent to their property being included in the proposed Annexation to the City of Surprise.

_____ The undersigned owner(s) of property hereby do not give consent to their property being included in the proposed Major General Plan Amendment.

_____ The undersigned owner(s) of property hereby do not give consent to their property being included in the proposed Annexation to the City of Surprise.

Name (please print) Signature Date

Name (please print) Signature Date

Address (please print)

Assessor Parcel Number(s)

Phone Number

APPENDIX 3



**163rd Avenue & Grand Avenue
Major General Plan Amendment & Annexation Survey**

Please place an "X" in front of the appropriate response and mail this page back to the Planning Division in the stamped envelope provided.

___ The undersigned owner(s) of property hereby give consent to their property being included in the proposed Major General Plan Amendment.

___ The undersigned owner(s) of property hereby give consent to their property being included in the proposed Annexation to the City of Surprise.

☒ The undersigned owner(s) of property hereby do not give consent to their property being included in the proposed Major General Plan Amendment.

☒ The undersigned owner(s) of property hereby do not give consent to their property being included in the proposed Annexation to the City of Surprise.

CURTIS R. SCHULTZ
Name (please print)

[Signature]
Signature

6/1/21
Date

Name (please print)

Signature

Date

[Redacted Address]
Address (please print)

Assessor Parcel Number(s)

[Redacted Phone Number]
Phone Number



**163rd Avenue & Grand Avenue
Major General Plan Amendment & Annexation Survey**

Please place an "X" in front of the appropriate response and mail this page back to the Planning Division in the stamped envelope provided.

☒ The undersigned owner(s) of property hereby give consent to their property being included in the proposed Major General Plan Amendment.

☐ The undersigned owner(s) of property hereby give consent to their property being included in the proposed Annexation to the City of Surprise.

☐ The undersigned owner(s) of property hereby do not give consent to their property being included in the proposed Major General Plan Amendment.

☒ The undersigned owner(s) of property hereby do not give consent to their property being included in the proposed Annexation to the City of Surprise.

WALTER WONG
Name (please print)

Walter Wong
Signature

6/9/2021
Date

Shirley Wong
Name (please print)

Shirley Wong
Signature

6/9/2021
Date

[REDACTED]
Address (please print)

[REDACTED]
Assessor Parcel Number(s)

[REDACTED]
Phone Number

163rd Avenue & Grand Avenue
Major General Plan Amendment & Annexation Survey

Please place an "X" in front of the appropriate response and mail this page back to the Planning Division in the stamped envelope provided.

☐ The undersigned owner(s) of property hereby give consent to their property being included in the proposed Major General Plan Amendment.

☐ The undersigned owner(s) of property hereby give consent to their property being included in the proposed Annexation to the City of Surprise.

☒ The undersigned owner(s) of property hereby do not give consent to their property being included in the proposed Major General Plan Amendment.

☒ The undersigned owner(s) of property hereby do not give consent to their property being included in the proposed Annexation to the City of Surprise.

Lawrence Hancock [Signature] 5/30/21
Name (please print) Signature Date

Name (please print) Signature Date

[Redacted Address]
Address (please print)

[Redacted]
Assessor Parcel Number(s)

[Redacted]
Phone Number

From: [Natalie Maikoski](#)
To: "Jeffrey Blilie" [REDACTED]
Cc: "Joshua Mike"
Subject: RE: Project on 163rd and Grand Ave in Surprise
Date: Monday, June 14, 2021 3:57:00 PM
Attachments: [image001.png](#)
[21-0187-163rd & Grand Ave. Final Plat \(Narrative\).pdf](#)
[21-0187-163rd & Grand Ave. Major General Plan Amendment \(Exhibit\).pdf](#)

Good afternoon Dr. Musial,

I am a Planner with EPS Group and am representing the property owner regarding a proposed General Plan Amendment and future Rezone and Annexation into the City of Surprise. The owner wishes to develop a high-quality residential community and is requesting the site's General Plan designation be amended from Commerce/Office to Neighborhood land uses.

I've attached our formal General Plan Amendment package to this email for your review. These documents are also currently under review by the City. The Annexation and Rezone requests are anticipated to be submitted after the neighborhood meeting on 6/23.

Please let me know if you have any questions or comments.
Thank you!

Natalie Maikoski (Griffin) | EPS Group, Inc.

Planner

1130 N Alma School Road, Suite 120 | Mesa, AZ 85201

O: 480.503.2250 | natalie.griffin@epsgroupinc.com

[LinkedIn](#) | [Twitter](#) | [Facebook](#)



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From: Jeffrey Blilie <jblilie@beusgilbert.com>
Sent: Friday, June 11, 2021 1:34 PM
To: Natalie Maikoski <Natalie.Maikoski@epsgroupinc.com>
Subject: FW: Project on 163rd and Grand Ave in Surprise

Jeffrey M. Blilie

BEUS GILBERT MCGRODER PLLC

701 North 44th Street | Phoenix, AZ 85008

Direct: 623.606.0532

Email: jblilie@beusgilbert.com

This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

From: izabela musial [REDACTED]

Sent: Friday, June 11, 2021 1:33 PM

To: Jeffrey Blilie <jblilie@beusgilbert.com>; joshua.mike@surpriseaz.gov

Subject: Project on 163rd and Grand Ave in Surprise

Goodafternoon.

My name is Izabela Musial and with my family I live at 16059 W. Pinnacle Peak RD
Im requesting documents regarding this project and maps so I can prepare for the meeting.
The letter is very vague and maps confusing. Please provide us with what is proposed what
developments will be in the area Etc?

Thank you,
Sincerely,
Izabela Musial MD FAAFP

[REDACTED]

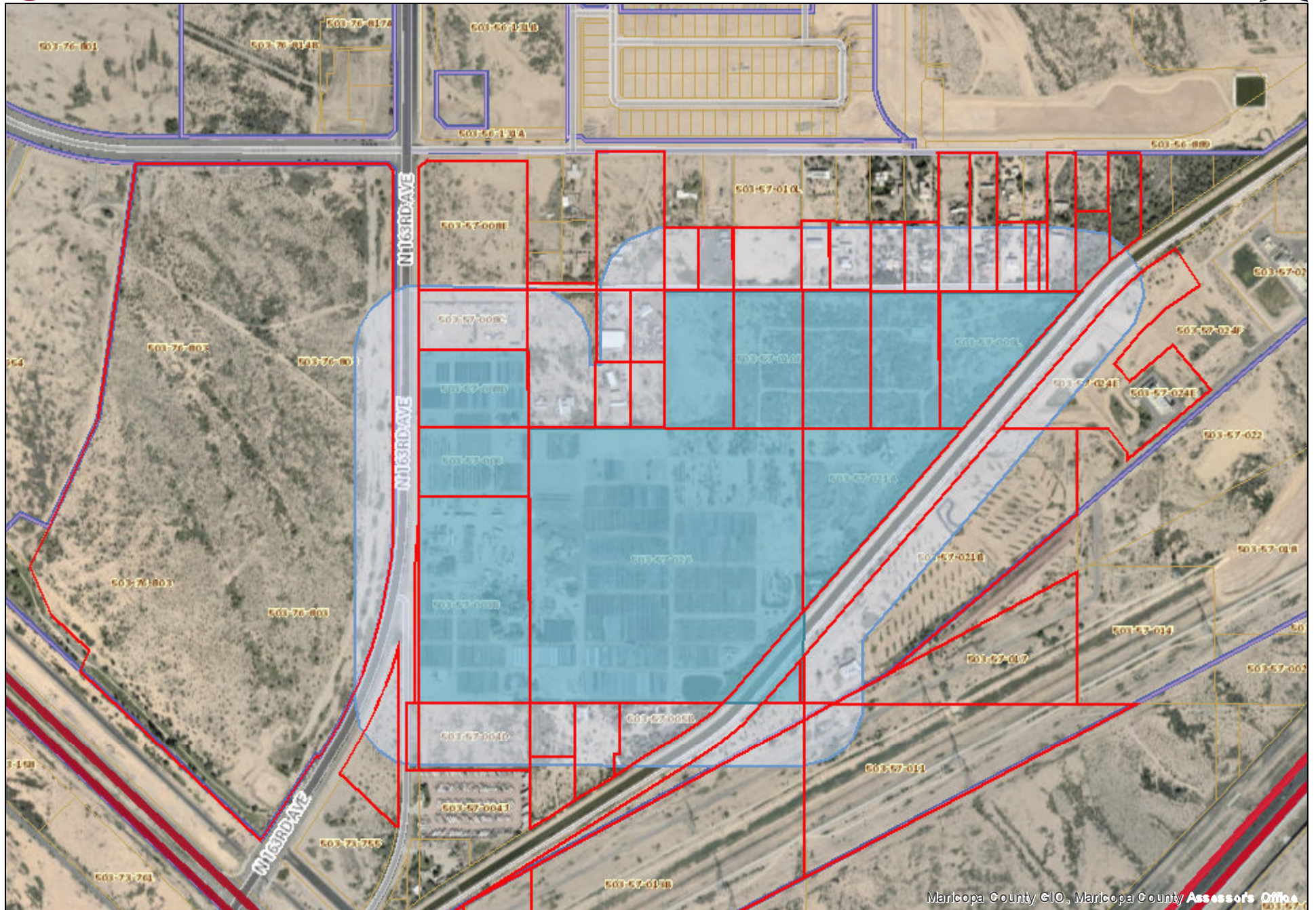
CAUTION - EXTERNAL EMAIL

Phishing? Forward to Helpdesk or _Trouble ticket

APPENDIX 4



163rd & Grand Avenue - 300' Buffer Map



Maricopa County GIO, Maricopa County Assessors Office

5/25/2021 11:34:04 AM

APPENDIX 5

163RD & GRAND AVENUE - MAILING LIST (300')					
APN	OWNER	ADDRESS	CITY	STATE	ZIP
503-57-016	29 PALMS RV & BOAT STORAGE LLC				
503-57-019G	29 PALMS RV & BOAT STORAGE LLC				
503-57-021B	29 PALMS RV & BOAT STORAGE LLC				
503-57-025G	29 PALMS RV & BOAT STORAGE LLC				
503-57-010S	ARREOLA ALFREDO/NORMA				
503-57-010T	BARCLAY SURPRISE INC				
503-57-038A	BREWER MARIA D				
503-57-010N	CAMACHO CESAR/LETITIA				
503-57-008D	CAMPANIA LLC				
503-57-010G	CAMPANIA LLC				
503-57-026	CAMPANIA LLC				
503-57-009W	FERNANDEZ CARMEN R				
503-57-011	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY				
503-57-013B	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY				
503-57-017	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY				
503-57-010Q	FRONSMAN ADELLA M				
503-57-010R	FRONSMAN GEORGE/CRYSTAL				
503-57-033A	GOMEZ CONSEPCION S				
503-57-004C	HANCOCK LAWRENCE G				
503-57-004D	HANCOCK LAWRENCE G				
503-57-008E	HUEY RICHARD G/IRENE TR/WONG W O/S O TR/ETAL				
503-73-028V	JOSEPH A SOLDEVERE/ARLENE R REV TRUST				
503-76-803	KIMCO BARCLAY SURPRISE II LLC				
503-57-024E	LCD ASANTE LLC				
503-57-007G	MC REAL ESTATE DEVELOPMENT LLC				
503-57-007H	MC REAL ESTATE DEVELOPMENT LLC				
503-57-008C	MORGAN CAREY D/LAUREN L				
503-57-047	ODOGUI SAMUEL N/NELLIE				
503-57-048	OROZCO SALVADOR D				
503-57-009U	PASILLAS ANTONIO C/ROSARIO IBARRA				
503-57-009P	PASILLAS ANTONIO/AUGUSTIN				
503-57-010M	PEAK RV STORAGE LLC				
503-57-010K	SKAGGS M R/M E/RUCH R J/N A				
503-57-009X	SOLIS MARIANO/CYNTHIA				
503-57-009Z	SOLIS MARTIN F/ALEJANDRINA/PASILLAS ANTONIO C				
503-57-031	SOLIS MARTIN F/ALEJANDRINA/PASILLAS ANTONIO C				
503-57-045	STANISLAW B MUSIAL AND BOZENA MUSIAL REV LIV				
503-57-046	STANISLAW B MUSIAL AND BOZENA MUSIAL REV LIV				
503-57-003A	VALPARAISO LLC				
503-57-003B	VALPARAISO LLC				
503-57-005B	VALPARAISO LLC				
503-57-005D	VALPARAISO LLC				
503-57-005E	VALPARAISO LLC				
503-57-005F	VALPARAISO LLC				
503-57-006	VALPARAISO LLC				
503-57-009J	VALPARAISO LLC				
503-57-009K	VALPARAISO LLC				
503-57-009L	VALPARAISO LLC				
503-57-010F	VALPARAISO LLC				
503-57-021A	VALPARAISO LLC				
503-57-034	WALKER RONALD/PAULA				

APPENDIX 6



CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING
(Sign modification)

Application No: FS21-257
Applicant Name: _____
Location: South of the Southeast corner of 163rd and Ave and Pinnacle Peak Rd
Date Site Posted: May 28th, 2021 sign modified: July 14th, 2021

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing in the City of Surprise shall erect two (2) signs giving notice of the date, time and place of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior** to the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the responsibility of the applicant to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Maria Hitt
Applicant/Representative Signature

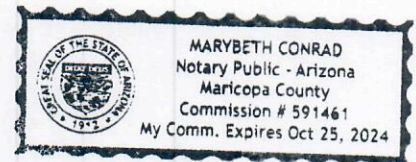
7-14-2021
Date

This instrument was acknowledged before me on this 14th day of July, 2021, and by Maria Hitt. I witness whereof I hereunto set my hand and official seal.

Marybeth Conrad
Notary Public

10-25-2021
My commission expires

Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least **fifteen (15) days prior** to the scheduled meeting(s).



AFFIDAVIT OF POSTING

Application No: FS21-512 and FS21-513

Applicant Name:

Location: South of the Southeast corner of 163rd Ave and Pinnacle Peak Rd

Date Site Posted: July 14, 2021

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Maria Hitt
Applicant/Representative Signature

7-14-2021
Date

This instrument was acknowledged before me on this 14th day of July, 2021, and by Maria Hitt. I witness whereof I hereunto

set my hand and official seal.

Marybeth Conrad
Notary Public
10-25-2024
My commission expires



APPENDIX 7



Sign-In Sheet Neighborhood Meeting

Please provide all information so that we can provide you with future updates and notifications of meetings and/or hearing.

Name	Larry Hancock	Phone	[REDACTED]
Address	[REDACTED]		
Email	[REDACTED]	Affiliation	Resident
Name	Casimiro Hernandez	Phone	[REDACTED]
Address	[REDACTED]		
Email	[REDACTED]	Affiliation	Resident
Name	Gary Webb & Vicki Webb	Phone	[REDACTED]
Address	[REDACTED]		
Email	[REDACTED]	Affiliation	Resident
Name	Scott & Janice Phillips	Phone	[REDACTED]
Address	[REDACTED]		
Email	[REDACTED]	Affiliation	Resident
Name	Donald Thomas Izabela music	Phone	[REDACTED]
Address	[REDACTED]		
Email	[REDACTED]	Affiliation	Resident
Name	Matt Keating	Phone	[REDACTED]
Address	[REDACTED]		
Email	[REDACTED]	Affiliation	P&Z Commissioner
Name	Sam & Nellie Odogui	Phone	[REDACTED]
Address	[REDACTED]		
Email	[REDACTED]	Affiliation	[REDACTED]
Name	Crystal Fronsman	Phone	[REDACTED]
Address	[REDACTED]		
Email	[REDACTED]	Affiliation	[REDACTED]
Name	Adella Fronsman	Phone	[REDACTED]
Address	[REDACTED]		
Email	[REDACTED]	Affiliation	[REDACTED]

APPENDIX 8

Comment Card
Neighborhood Meeting



Optional

Name: GARY Webb

Address: [REDACTED]

Email: [REDACTED]

Would you like to be added to an
e-mail subscription list for updates on
this project?

Yes



No



Please provide your comments:

WHAT ROAD IMPROVEMENT
ARE PLANNED WITH
THIS DEVELOPMENT

AND WILL THE DEVELOPERS
BE HELPING WITH ANY
OF THEM

APPENDIX 9

Meeting Minutes

Project Name: 163rd and Grand Avenue
Project No.: 21-0167

Date: July 29, 2021

Meeting Location: Asante Prep Academy and Online – GoToMeeting
Meeting Date: July 29, 2021
Meeting Time: 6:00 – 6:50 PM

Development Team Attendees:

Jeff Blilie	Beus Gilbert Mcgroder, PLLC	jblilie@beusgilbert.com
David Hughes	EPS Group	david.hughes@epsgroupinc.com
Peter Margoliner	EPS Group	peter.margoliner@epsgroupinc.com
Natalie Maikoski (online)	EPS Group	natalie.maikoski@epsgroupinc.com

Public Attendees:

See attached attendance list.

Meeting Summary:

A neighborhood meeting was held at the above listed date, time and place to discuss a proposed annexation, General Plan Amendment, and Rezone request for future residential development, located on the east corner of 163rd and Grand Avenue, within the proposed annexation boundary of the City of Surprise. Jeff Blilie, along with EPS Group, hosted the meeting and gave a presentation. Following the presentation, a Question & Answer Session was in held in which members of the public were able to ask questions and give comments, to which the Development Team responded to. The public's comments and concerns are described below.

Questions Asked:

- Some residents stated that they did not get letters in the mail while others stated that they did.
 - The Development Team will update the list of residents to be notified of future meetings and Public Hearings.
- How many residential units will be created and if there was going to be any multi-family?
 - There is a multifamily development planned for about 240 units.
- Will the R-3 be for rent?
 - Yes.

Meeting Minutes

Project Name: 163rd and Grand Avenue
Project No.: 21-0167

Date: July 29, 2021

- What will happen to the tree farm?
 - It will go away.
- How long until it develops.
 - An estimate would be around two years.
- Who started the process?
 - The subject site property owners initiated the request and started the process.
- What are the advantages and disadvantages of joining the city?
 - One major advantage is for access to city utilities. A disadvantage discussed was being under City of Surprise code enforcement.
- What will happen to Planada Street? Will it go to 163rd?
 - It will be improved out to 163rd Street.
- How far north will 163rd be improved?
 - 163rd will be improved along the property line and will comply with City requirements for future developments.
- How does council feel about this?
 - The council member that was present was not a fan of the proposed product.
- Is there a range on square footage and price for the proposed development?
 - It is too early to determine price and square footage.
- Will the rezoning affect anything outside the boundary?
 - No.

Conclusion:

The meeting was adjourned at 6:50 PM when no other questions or comments were requested.

The above is the author's recollection of items discussed and the decisions reached. If there are any corrections or additions to be made, please contact the author. These meeting notes shall become part of the project file.

AFFIDAVIT REGARDING ANNEXATION

Personally appears before me, Chris Boyd, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the City of Surprise, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Surprise and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City of Surprise Annexation Petition, which is filed herewith, with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory associated with **Surprise Case #FS21-512** for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.



(Chris Boyd, Surprise Community Development Director)

SWORN TO AND SUBSCRIBED before me
this 29th day of November, 2021.



Notary Public for the State of Arizona

My commission expires: 10/8/2023





FS21-512
163rd Ave & Grand Ave
Annexation

City Council
December 21, 2021

Annexation Steps

Resolution for the Intent to Annex & Blank Petition ← **Tonight**

- Approved Resolution for Blank Petition

File Blank Petition:

- December 22, 2021: Record Blank Petition
- Begins 30-day waiting period;

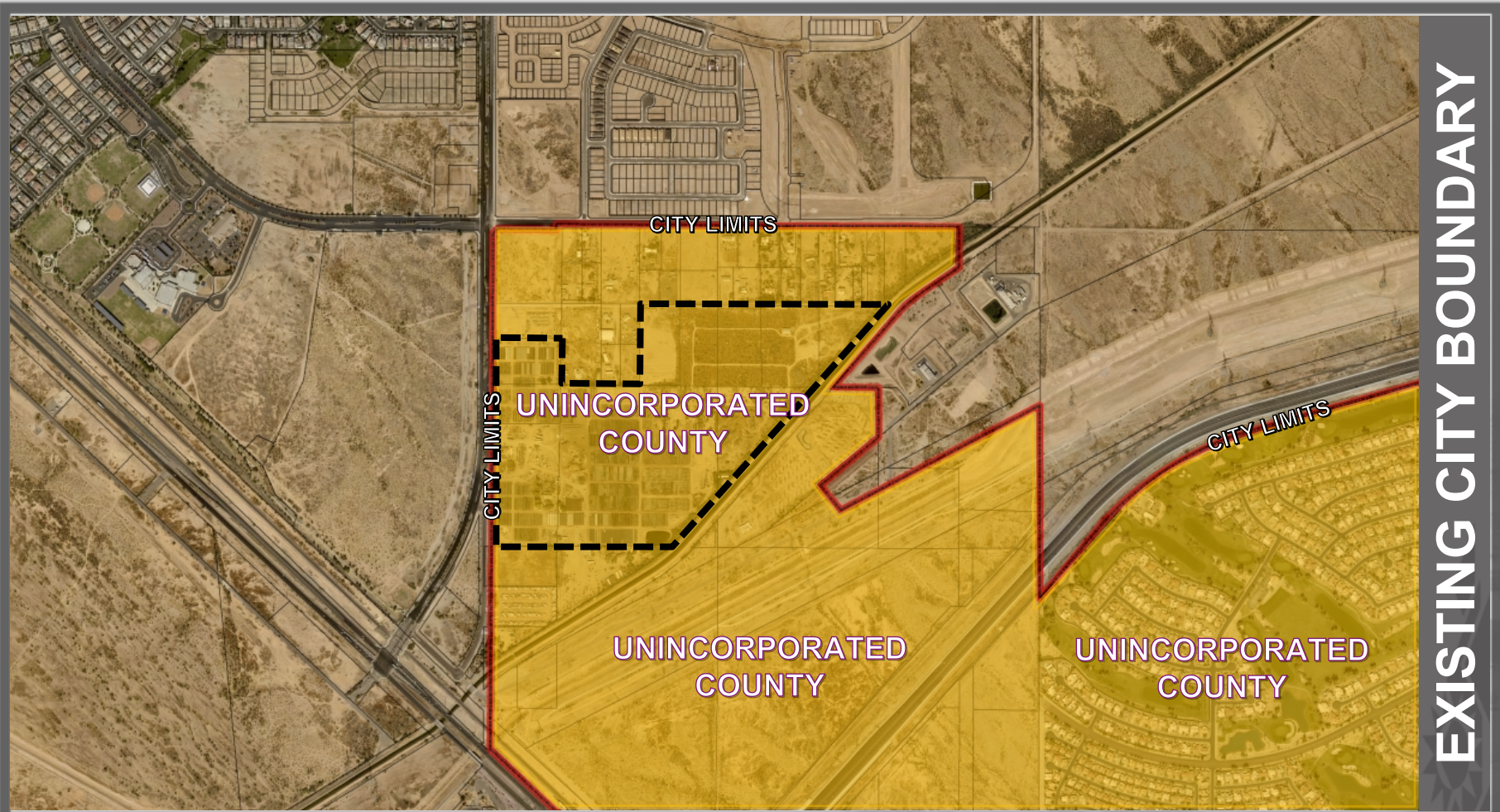
Public Hearing:

- City council holds public hearing to discuss the annexation proposal
- January 18, 2022 (approximately 21-30 days after filing blank petition)
- No Action

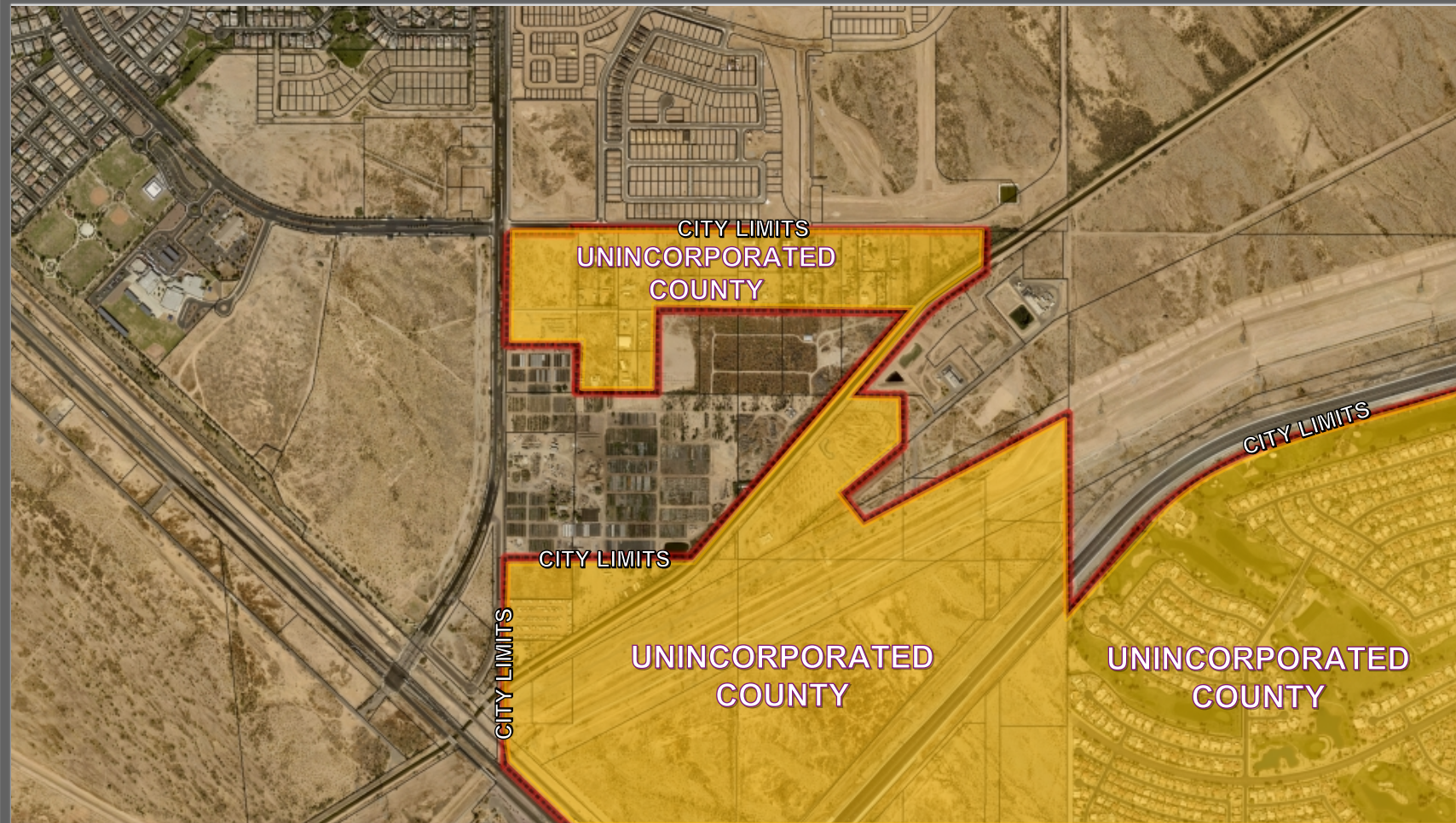
Obtain signatures on annexation petitions

- Applicant has 1 year to complete petition
- City Council adopts annexation ordinance

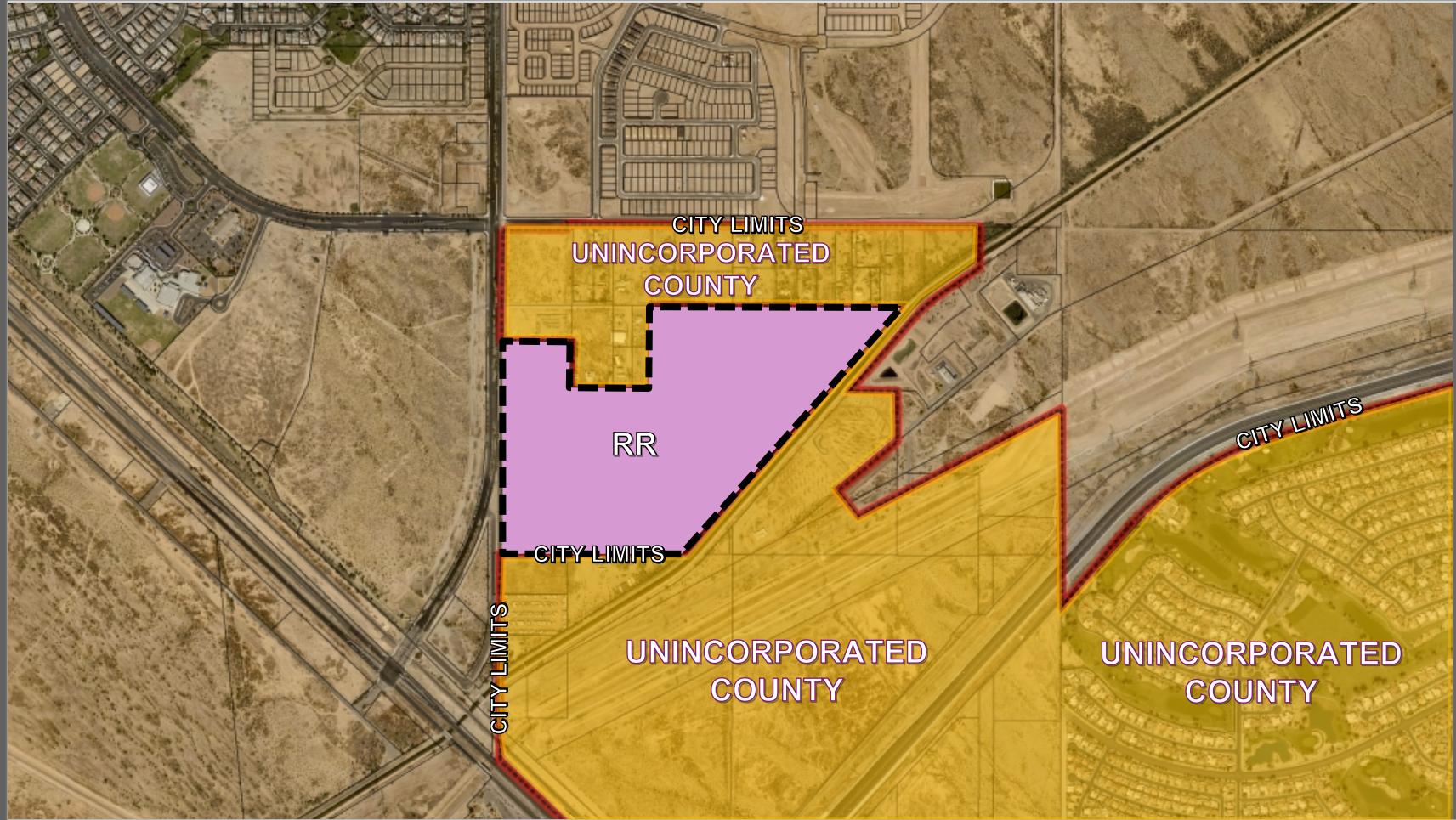




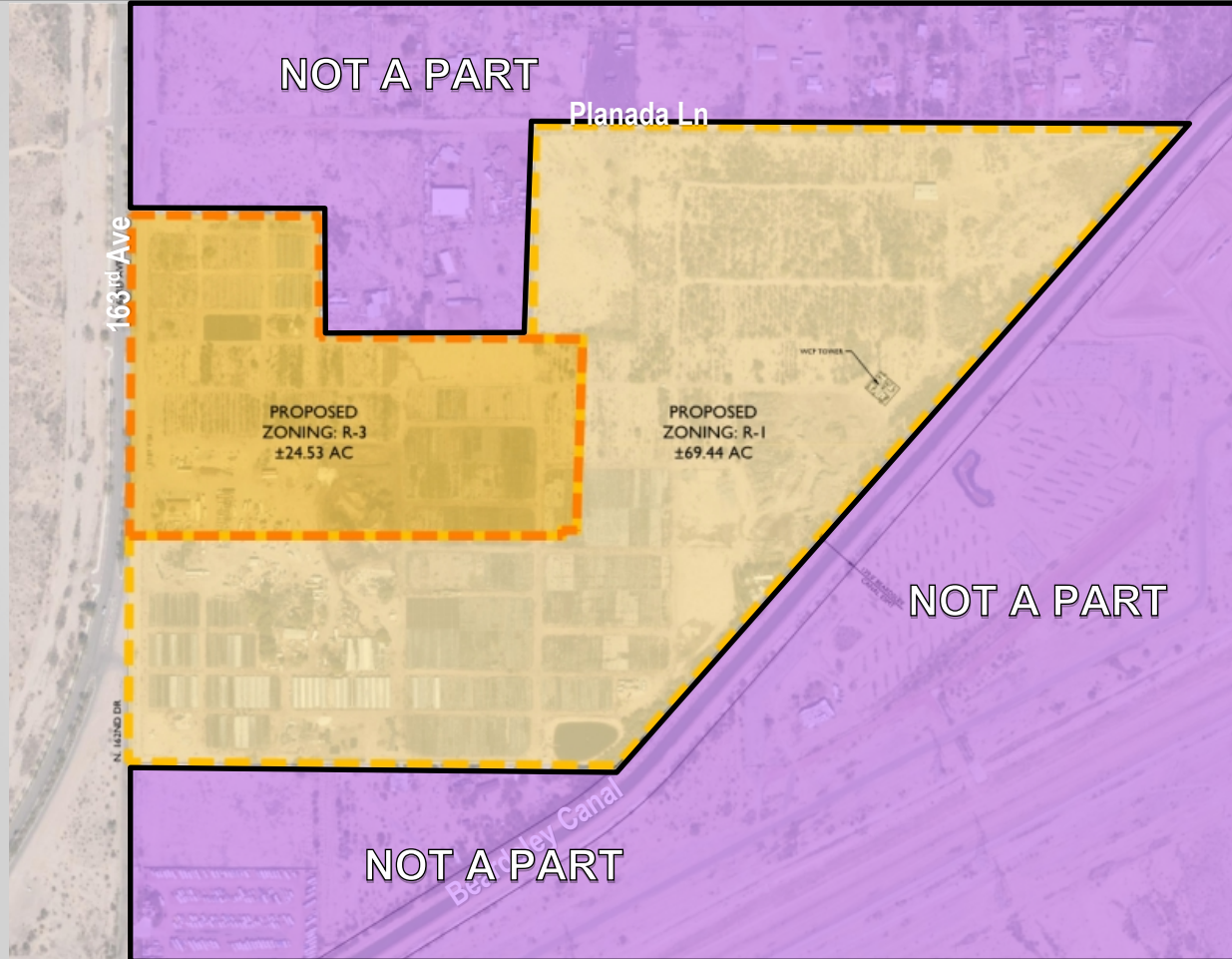
EXISTING CITY BOUNDARY



PROPOSED CITY BOUNDARY



FS21-513
Rezone to
R-1: ±69.44 Acres
R-3: ±24.53 Acres



PROPOSED REZONE



QUESTIONS OR COMMENTS?

Thank You