



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

Tuesday, April 2, 2019 @ 6:00 PM
COUNCIL CHAMBERS

- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Proclamation and Community Acknowledgements
Fair Housing Month 2019 Proclamation
- E. City Manager Report

- 1. The one-year countdown is underway on Census 2020!
This presentation and discussion is to provide a brief
update to City Council on outreach as we close in on
April 1, 2020.

- 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:

2.	District 3	Consideration action to approve a request by Navatogasingam Thuraisingham (Agent) for a Series 12 Restaurant liquor license for Macayo's Restaurant located at 15565 W. Bell Road, Surprise, AZ 85374.	None Sherry Aguilar City Clerk
3.	District 1	Consideration and action pertaining to approval of the Master Plat entitled "Master Plat of Paradiso Asante Phase 1," dated January 2019, generally located north of Grand Avenue approximately 1.5 miles west of 163rd Avenue.	None Sergio Angulo Community Development
4.	District 6	Consideration and Action on accepting Warranty Deeds for Right of Way, and Easements for Drainage and Water lines from Surprise/Dysart Properties, LLC for roadway improvements along Litchfield and Sweetwater.	None Eric Fitzer Community Development
5.	District 6	Consideration and Action on accepting an Easement for Drainage from the Reformed Church in America Classis of the SW for roadway improvements along Litchfield.	None Eric Fitzer Community Development
6.	District 6	Consideration and Action on accepting a Warranty Deed for Right of Way, and Easement for Drainage from the Larry R. Lemelson Revocable Living Trust, for roadway improvements along Litchfield and Sweetwater.	None Eric Fitzer Community Development
7.	District 6	Consideration and Action on accepting a Quit Claim Deed for 16 square feet from Marley Park Phase II LLC, near Bullard and Sweetwater .	None Eric Fitzer Community Development
8.	District 4	Consideration and Action on Acceptance of the Assignment of Easements from the Flood Control District of Maricopa County for a flood project near 115th Avenue and Bell.	Eric Fitzer Community Development
9.	District 3	Consideration and Action on accepting a Warranty Deed for right of way from A&B Investments INC, near 175th Avenue and Sweetwater .	None Eric Fitzer Community Development
10.	Citywide	Consideration and action on the minutes of March 11, 2019 Special City Council Meeting and March 19, 2019 Regular City Council Work Session, Regular City Council Meeting and Executive Session.	None Sherry Aguilar City Clerk
11.	Internal	Consideration and action pertaining to authorizing the City Attorney to defend the City in pending litigation; Resolution # 2019-36.	None Robert Wingo Legal

REGULAR AGENDA ITEM - PUBLIC HEARING:

12.	District 1	Consideration and action pertaining to adoption of an Ordinance annexing approximately 20 acres of unincorporated land generally located 1/2 mile north of Happy Valley Road, on the east side of 151st Ave; Ordinance 2019-08.	None Joshua Mike Community Development
13.	District 1	Consideration and action pertaining to approval of the Preliminary Plat entitled "Preliminary Plat for Fulton Homes at Escalante - Parcel 5," located on the southeast corner of 163rd Avenue and Asante Boulevard.	None Sergio Angulo Community Development
14.	District 1	Consideration and action pertaining to approval of a Zone Change from Residential Ranch (RR) to Residential Low Density (RL-5) with a PUD Overlay of approximately 20 acres; Ordinance 2019-05.	None Sergio Angulo Community Development

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: March 28, 2019 at 1:40 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: April 2, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Mayor Skip Hall
District: Citywide

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

Agenda Wording:

Fair Housing Month 2019 Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 2, 2019
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Diane Arthur
District: Citywide

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

Agenda Wording:

The one-year countdown is underway on Census 2020! This presentation and discussion is to provide a brief update to City Council on outreach as we close in on April 1, 2020.

Motion:

None; Discussion only.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 2, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 3

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

Agenda Wording:

Consideration action to approve a request by Navatogasingam Thuraisingham (Agent) for a Series 12 Restaurant liquor license for Macayo's Restaurant located at 15565 W. Bell Road, Surprise, AZ 85374.

Motion:

I move to approve a request by Navatogasingam Thuraisingham (Agent) for a Series 12 Restaurant liquor license for Macayo's Restaurant located at 15565 W. Bell Road, Surprise, AZ. 85374.

Background:

I move to approve a request by Navatogasingam Thuraisingham (Agent) for a Series 12 Restaurant liquor license for Macayo's Restaurant located at 15565 W. Bell Road, Surprise, AZ. 85374.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Macayo Restaurant_Memo to Clerk_20190304 Finance
2. Macayos Fire Report
3. Macayo's Restaurant Map

4. Macayo's Restaurant Report



MEMO

Date: 03/04/2019

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

RE: Liquor License Application – Kind Macayo LLC dba Macayo Restaurant – 15565 W Bell Rd

Business License Status:

Application packet mailed on 3/4/19.

Mailing to:

Kind Macayo LLC
Dbas Macayo Restaurant
Attn: Nava Thuraisingam
1225 N Gilbert Rd
Mesa AZ 85203



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



March 4, 2019

To: Sherry Ann Aguilar, City Clerk
From: Keith Tanner, Fire Marshal
Subject: Liquor License Application
Applicant: Macayo's Restaurant
15565 W Bell Road

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

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

If you have any questions feel free to contact me.

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

Macayo's Restaurant

PAD - Sun City Grand

PAD - Kingswood Park / Sun Village

Luv 2 Play AZ

Site

PAD - Mountain Vista Ranch

PAD - The Orchards



COMMUNITY DEVELOPMENT DEPARTMENT

Date: March 14, 2019
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Macayo's Restaurant
New Application – Job # 53844
15565 W. Bell Road
Surprise, Arizona 85374**

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

1. Richi's Diner (Series 12) – 15609 W. Bell Rd. #100
2. Booty's (Series 12) – 15557 W. Bell Rd. # 404, 405 & 406
3. Tailgaters Sports Grill (Series 12) – 15529 W. Bell Rd.
4. 4 Sons Food Store # 604 (Series 10) – 15505 W. Bell Rd.
5. Fry's Marketplace #61 (Series 9) – 15510 W. Bell Rd.
6. Lucky's Pizza # 3 (Series # 12) – 15508 W. Bell Rd. # 107
7. Walgreens # 4620 (Series 10) – 15490 W. Bell Rd.
8. Red Line Grill (Series 12) – 15332 W. Bell Rd. # 101 & 102 (Expired)
9. AZFRYGUY (Series 12) – 15226 W. Bell Rd # 100
10. Brookside II (Series 6) – 15170 W. Bell Rd. #115
11. New York Flavor (Series 12) – 15170 W. Bell Rd. #103 (Expired)
12. Luv 2 Play Az (Series 7) – 15495 W. Bell Rd. #104 (Not Shown)

The immediate area is comprised of commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Commercial and residential growth is expected to remain static.

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



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 2, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Master Plat entitled "Master Plat of Paradiso Asante Phase 1," dated January 2019, generally located north of Grand Avenue approximately 1.5 miles west of 163rd Avenue.

Motion:

I move to approve the Master Plat entitled "Master Plat of Paradiso Asante Phase 1," dated January 2019, generally located north of Grand Avenue approximately 1.5 miles west of 163rd Avenue.

Background:

Hilgart Wilson, LLC., on behalf of LCD Asante ,LLC., seeks approval of a Master Plat to include 5 parcels and 4 tracts for the development of Phase 1 of the Paradiso Asante Active Adult Community.

Objective Analysis:

This Master Plat will set the boundaries of the development parcels, private access ways, and multi-use trails in Phase 1 of the proposed Active Adult Community.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports uses such as that proposed.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-502 - Paradiso Asante Phase 1 Master Plat - Staff Report
2. 01 - FS18-502 - Paradiso Asante Phase 1 Master Plat - Vicinity Map

3. 02 - FS18-502 - Paradiso Asante Phase 1 Master Plat
 4. 03 - FS18-502 - Paradiso Asante Phase 1 Master Plat - Landscape Plan
 5. FS18-502 - Paradiso Asante Phase 1 Master Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS18-502

Project Name: Paradiso Asante Phase 1 Master Plat

Council District: 1 - Acacia

Meeting Date: April 2, 2019

Planner: Sergio Angulo

Owners: LCD Asante, LLC.

Applicant: Zach Hilgart with Hilgart Wilson, LLC.

Request: Master Plat to include 5 parcels and 4 tracts

Site Location: Generally west of 163rd Avenue and north of Grand Avenue

Site Size: Approximately 129 Acres

Density: N/A

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

Support/Opposition: None known

Findings:

- The proposed Master Plat is consistent with the Surprise General Plan 2035
- The proposed Master Plat is consistent with the Paradiso Asante PUD as amended under case FS18-502
- The reviewing agencies have indicated no objections to the request

35 **Background:**

36 **November 3, 1988:** A portion of the Asante Planned Area Development was annexed into the City
37 of Surprise by the Mayor and City Council.

38 **October 14, 2004:** Another portion of the Asante Planned Area Development was annexed into the
39 City of Surprise by the Mayor and City Council.

40 **November 24, 2004:** The Mayor and City Council approved the Asante Planned Area Development.

41 **July 27, 2006:** The Asante North Planned Area Development was annexed into the City of Surprise
42 by the Mayor and City Council.

43 **July 27, 2006:** The Mayor and City Council approved the Asante North Planned Area Development.

44 **September 19, 2017:** The Mayor and City Council approved the Rezone for of the subject property
45 for the Asante Paradiso Active Adult Community.

46 **February 15, 2018:** A Concept Review meeting was held for the current proposal under case CR18-
47 047.

48 **September 28, 2019:** The applicant filed a related request for a Master Plat under case FS18-502,
49 the subject case.

50
51 **PROJECT DESCRIPTION:**

52
53 Hilgart Wilson, LLC., on behalf of LCD Asante ,LLC., seeks approval of a Master Plat to
54 include 5 parcels and 4 tracts for the development of Phase 1 of the Paradiso Asante
55 Active Adult Community located Generally north of Grand Avenue approximately 1.5 miles
56 west of 163rd Avenue. The proposed Master Plat identifies Tract D as a private access way
57 for Asante a portion of Asante Boulevard and for Faye Way. This Master Plat includes the
58 abandonment of right-of-way of a portion of Asante Boulevard and Capital Reed Road
59 which were dedicated through a previous Map of Dedication. The portion of Asante
60 Boulevard included with this Master Plat will be gated at the entrance of the development.
61 Tracts A, B, and C have been dedicated as a public multi-use trail which provides access to
62 the City Park in Asante. No additional Right-of-Way is being dedicated with this Master Plat.

63 This Master Plan also identifies the location of four (4) residential parcels (Parcels 1, 2, 3,
64 and 5), one (1) amenity parcel (Parcel 4) which is proposed to include a community center,
65 pool, tennis and racquetball courts, a dog park, and other amenities.

66 The site is currently vacant land that proposes to develop as a 427-lot subdivision to
67 include a mixture of low-density and medium density residential lots, a public trail, and a
68 community amenity center.

69 **REVIEWING AGENCIES:**

70
71 In addition to the standard city reviewing agencies, who indicate no objections to the
72 requests, Luke Air force Base, the Dysart Unified School District, Maricopa Water District,
73 and ADOT were included in the routing of this case. These agencies also indicate no
74 objections.

75
76 **SUMMARY:**

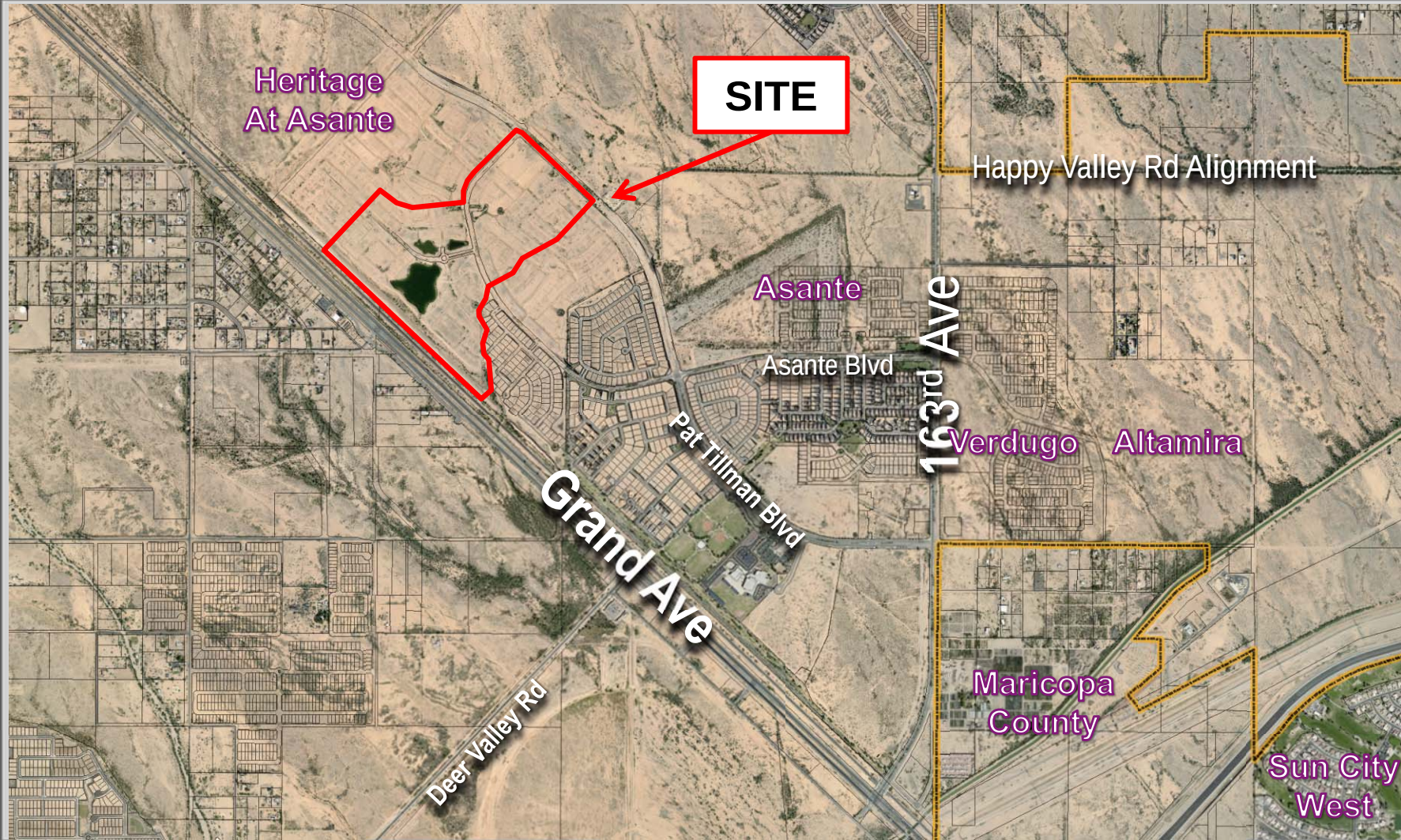
77
78 The proposed Master Plat meets the requirements of the Asante Paradiso PUD, the
79 Surprise Municipal Code, and the General Plan.

80
81 **FINDINGS:**

- 82
83
 - The proposed Master Plat is consistent with the Surprise General Plan 2035
 - The proposed Master Plat is consistent with the Paradiso Asante PUD as amended
84 under case FS18-502
 - The reviewing agencies have indicated no objections to the request

85
86
87 **Attachments:**

- 88
89 01 – Vicinity Map
90 02 – Final Plat
91 03 – Landscape Plans



VICINITY MAP

MASTER PLAT
OF
PARADISO ASANTE PHASE 1
SURPRISE, ARIZONA

BEING A RE-PLAT OF CAPITAL REEF ROAD, CABRIA ROAD, TRACT A, TRACT B AND A PORTION OF WEST ASANTE BOULEVARD, AS SHOWN ON MAP OF DEDICATION FOR ASANTE PHASE TWO, AS RECORDED IN BOOK 885 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, THE EAST HALF OF SECTION 11, NORTHWEST QUARTER OF SECTION 11 AND NORTHWEST QUARTER OF SECTION 12, ALL OF TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "PARADISO ASANTE PHASE 1", BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, THE EAST HALF OF SECTION 11, NORTHWEST QUARTER OF SECTION 11 AND NORTHWEST QUARTER OF SECTION 12, ALL OF TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "PARADISO ASANTE PHASE 1" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACTS, STREET, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACTS, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACT D IS HEREBY DECLARED AS PRIVATE ACCESSWAY TO BE OWNED AND MAINTAINED BY **LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AN EASEMENT FOR PUBLIC WATER AND SEWER, REFUSE COLLECTION, DRAINAGE AND EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT D.

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

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

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, A PUBLIC RECREATION/TRAIL EASEMENT FOR BICYCLING AND OTHER NON-MOTORIZED FORMS OF PEDESTRIAN ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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

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

THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."

IN WITNESS WHEREOF:

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2019.

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, INC., A DELAWARE CORPORATION

ITS: MANAGER

BY: _____
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2019, BEFORE ME, APPEARED **JEFFERY GUNDERSON** WHO ACKNOWLEDGED HIMSELF TO BE VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, INC., A DELAWARE CORPORATION, AS **MANAGER OF LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS _____ OF **PARADISO ASANTE HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION**, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

BY: _____

TITLE: _____

PRINTED NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2019, BEFORE ME, PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF THE ASSOCIATION AND ACKNOWLEDGED THAT HE/SHE AS BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED HEREIN, BY SIGNING IN THE NAME OF THE ASSOCIATION, BY HIMSELF/HERSELF AS, _____.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

BY: _____ DATE _____

RELEASE OF LIABILITY

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

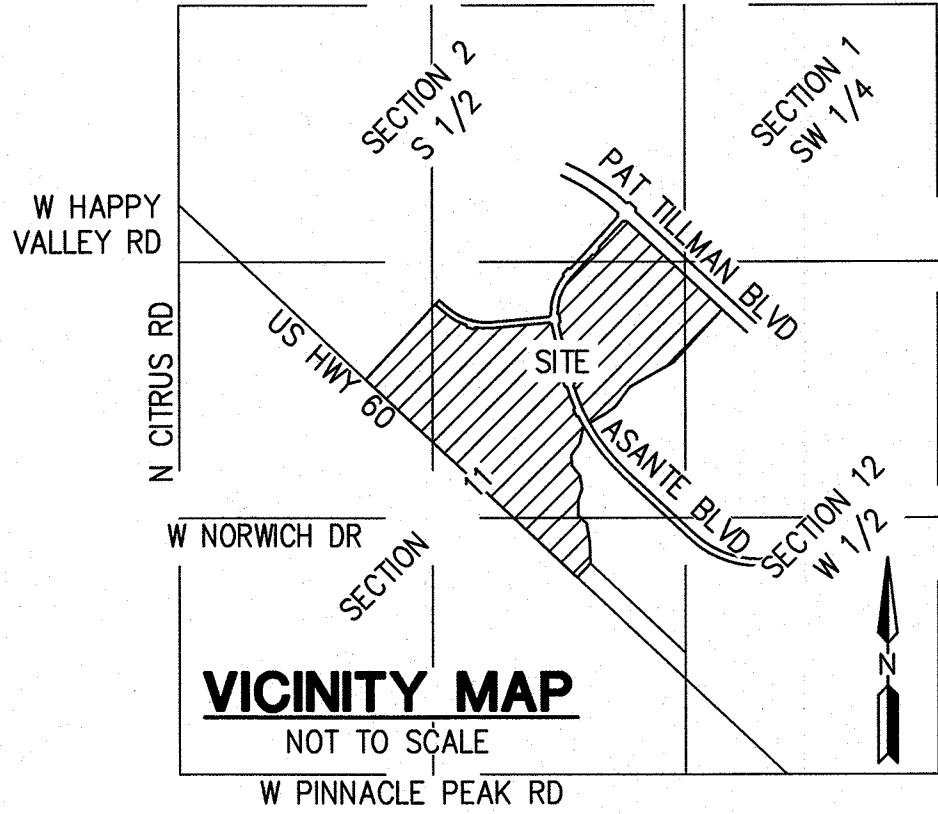
LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE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

THE CITY OF SURPRISE AGREES TO INDEMNIFY **LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY**, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE OR MEMBERS OF THE PUBLIC USING THE TRAIL PURSUANT TO THE TERMS OF THIS EASEMENT, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE NEGLIGENCE, WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF **LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY**, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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

PUBLIC NOTICE:

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



SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
PH: (602) 490-0535
FAX: (602) 368-2436
CONTACT: KIRK J. PANGUS, RLS

SHEET INDEX

MP01 COVER SHEET
MP02 SHEET INDEX MAP, LEGEND,
NOTES, PARCEL AREA TABLE
& VISIBILITY DETAIL
MP03-MP05 MASTER PLAT

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, PER THE RECORD OF SURVEY BOOK 1390 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLANNED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, SIGNED ON 9-29-2010, DECISION AND ORDER NUMBER 86-002344.001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45-576.

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 4013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS ____ DAY OF _____, 2019.

MAYOR _____

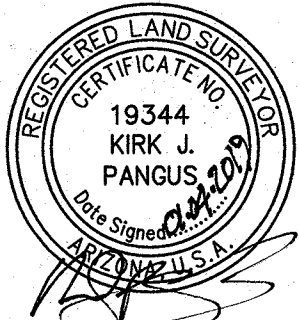
ATTEST: _____

CITY CLERK _____

CERTIFICATION

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

KIRK J. PANGUS, RLS
RLS# 19344
HILGARTWILSON LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
kpangus@hilgartwilson.com



NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE, STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

PARADISO ASANTE PHASE 1
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA
MASTER PLAT

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STATUS:
PROJ. NO.: 1909

MUNICIPAL TRACKING NO:

DATE: JAN 2019
SCALE: AS SHOWN
DRAWN: DSP / JHVD
APPROVED: KJP

DWG. NO.

MP01

SHT. 1 OF 5

LEGAL DESCRIPTION

TRACT A, TRACT B, CAPITAL REEF ROAD, CABRIA ROAD AND A PORTION OF WEST ASANTE BOULEVARD AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE PHASE 2 FILED IN BOOK 885, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA AND A PORTION OF THAT CERTAIN DOCUMENT ENTITLED SPECIAL WARRANTY DEED FILED AS DOCUMENT NO. 2009-0486171 RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED WITHIN A PORTION OF SECTION 11, A PORTION OF THE NORTHWEST QUARTER OF SECTION 12 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS SOUTH 00°43'44" WEST, 2644.11 FEET;
THENCE SOUTH 00°43'44" WEST, 492.48 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;
THENCE LEAVING SAID EAST LINE, NORTH 89°16'16" WEST, 995.03 FEET TO A POINT ON THE WESTERLY LINE OF ASANTE PHASE ONE UNIT SIX AS FILED IN BOOK 888 OF MAPS, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE NORTH CORNER OF THE PARK AS SHOWN IN ASANTE PHASE ONE, FILED IN BOOK 938 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING THE POINT OF BEGINNING;
THENCE SOUTH 43°46'26" WEST, 200.00 FEET ALONG THE NORTHERLY LINE OF SAID PARK;
THENCE LEAVING SAID NORTHERLY LINE, NORTH 46°13'34" WEST, 3021.21 FEET ALONG THE NORTH LINE OF THE BURLINGTON NORTHERN AND SANTE FE RAILROAD CORRIDOR;
THENCE LEAVING SAID RAILROAD CORRIDOR, NORTH 43°46'26" EAST, 1127.65 FEET; THENCE SOUTH 46°42'56" EAST, 109.79 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°46'49", AN ARC LENGTH OF 500.35 FEET TO A TANGENT LINE; THENCE NORTH 85°30'15" EAST, 609.56 FEET;
THENCE NORTH 42°17'25" EAST, 29.21 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WEST ASANTE BOULEVARD OF SAID MAP OF DEDICATION TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 635.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°58'14" EAST;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°31'26", AN ARC LENGTH OF 426.95 FEET TO A NON-TANGENT LINE;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY, NORTH 03°28'55" WEST, 29.33 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 42°45'23" EAST, 70.01 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 88°31'21" EAST, 28.28 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 43°31'21" EAST, 334.46 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 137.00 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°34'54", AN ARC LENGTH OF 53.99 FEET TO A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 163.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°34'54", AN ARC LENGTH OF 64.24 FEET TO A TANGENT LINE;
THENCE NORTH 43°31'21" EAST, 16.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 62.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°15'37", AN ARC LENGTH OF 17.60 FEET TO A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 88.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°15'37", AN ARC LENGTH OF 24.97 FEET TO A TANGENT LINE;
THENCE NORTH 43°31'21" EAST, 79.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 138.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°33'00", AN ARC LENGTH OF 63.95 FEET TO A TANGENT REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 137.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°33'00", AN ARC LENGTH OF 63.48 FEET TO A TANGENT LINE;
THENCE NORTH 43°31'21" EAST, 18.74 FEET TO THE SOUTHWEST RIGHT-OF-WAY OF PAT TILLMAN BOULEVARD;
THENCE LEAVING SAID RIGHT-OF-WAY OF WEST ASANTE BOULEVARD, SOUTH 46°28'39" EAST, 70.01 FEET ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF PAT TILLMAN BOULEVARD OF SAID MAP OF DEDICATION;
THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHWEST RIGHT-OF-WAY;
THENCE NORTH 88°31'21" EAST, 42.43 FEET;
THENCE SOUTH 46°28'39" EAST, 1351.18 FEET;
THENCE LEAVING SAID SOUTHWEST RIGHT-OF-WAY, SOUTH 43°31'21" WEST, 745.02 FEET;
THENCE SOUTH 61°33'28" WEST, 518.15 FEET;
THENCE SOUTH 38°03'56" WEST, 191.80 FEET;
THENCE SOUTH 39°06'51" WEST, 62.76 FEET;
THENCE SOUTH 50°38'45" WEST, 61.11 FEET;
THENCE SOUTH 57°16'35" WEST, 69.04 FEET;
THENCE SOUTH 60°51'30" WEST, 171.76 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2042.00 FEET, THE CENTER OF WHICH BEARS NORTH 61°39'40" EAST;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°55'39", AN ARC LENGTH OF 104.34 FEET TO A TANGENT REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 213.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°44'53", AN ARC LENGTH OF 65.98 FEET TO A TANGENT REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 187.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°28'14", AN ARC LENGTH OF 70.08 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST ASANTE BOULEVARD, AND A NON-TANGENT LINE;
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 55°00'39" WEST, 70.00 FEET TO THE NORTHEASTERLY LINE OF SAID ASANTE PHASE ONE UNIT SIX, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST ASANTE BOULEVARD, ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2135.00 FEET, THE CENTER OF WHICH BEARS NORTH 55°00'39" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°38'33", AN ARC LENGTH OF 247.51 FEET TO A NON-TANGENT LINE, BEING THE WEST PARCEL LINE OF SAID ASANTE PHASE ONE UNIT SIX;
THENCE THE FOLLOWING TEN (10) COURSES ALONG SAID WEST PARCEL LINE:
THENCE SOUTH 13°27'06" WEST, 185.46 FEET;
THENCE SOUTH 36°35'31" WEST, 148.21 FEET;
THENCE SOUTH 00°00'00" EAST, 107.48 FEET;
THENCE SOUTH 37°01'17" EAST, 137.39 FEET;
THENCE SOUTH 09°12'02" EAST, 141.79 FEET;
THENCE SOUTH 21°59'17" WEST, 115.66 FEET;
THENCE SOUTH 00°18'03" EAST, 167.79 FEET;
THENCE SOUTH 46°13'34" EAST, 118.00 FEET;
THENCE SOUTH 08°23'45" EAST, 201.45 FEET;
THENCE SOUTH 01°00'28" EAST, 217.68 FEET TO THE POINT OF BEGINNING.

NOTES

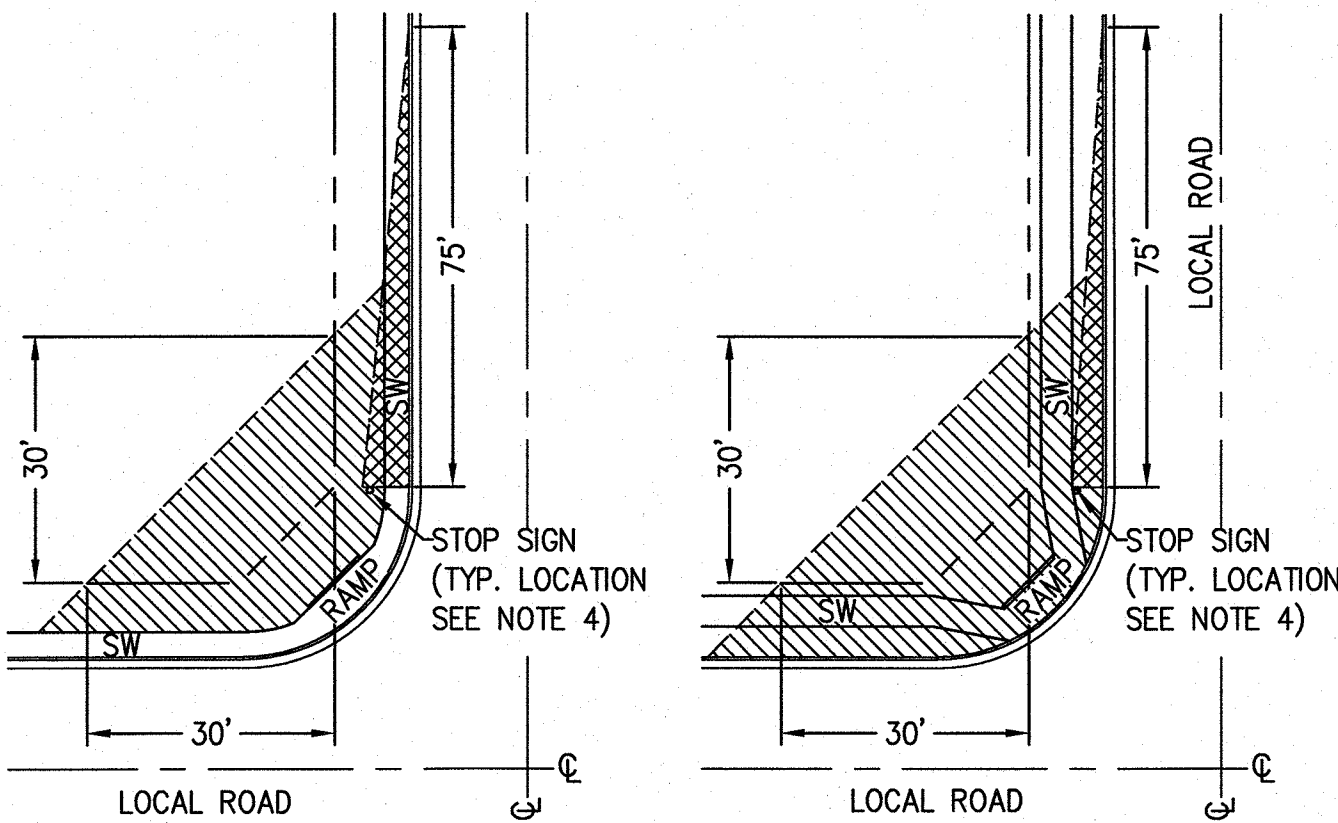
1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. LANDSCAPING WITHIN ALL TRACTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
9. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
10. AS SHOWN HEREON, THIS MASTER PLAT HEREBY ABANDONS PORTIONS AS SHOWN HEREON, USES, AND/OR EASEMENTS AND RIGHT OF WAY AS DEDICATED ON MAP OF DEDICATION FOR "ASANTE PHASE TWO" RECORDED BOOK 885, PAGE 46, MARICOPA COUNTY RECORDS, ARIZONA.

PARCEL TABLE		
PARCEL NO.	AREA (SQ.FT)	AREA (ACRES)
PARCEL 1	1,110,460	25.4927
PARCEL 2	866,968	19.9028
PARCEL 3	823,630	18.9079
PARCEL 4	1,043,385	23.9528
PARCEL 5	885,418	20.3264

TRACT TABLE			
TRACT	AREA (SQ.FT.)	AREA (ACRES)	USE
TRACT A	269,729	6.1921	COMMON AREA, PARK MULTI-USE TRAIL
TRACT B	176,512	4.0522	COMMON AREA, PARK MULTI-USE TRAIL
TRACT C	158,000	3.6272	COMMON AREA, PARK MULTI-USE TRAIL
TRACT D	289,434	6.6445	PRIVATE ACCESSWAY & DRAINAGE

AREAS:

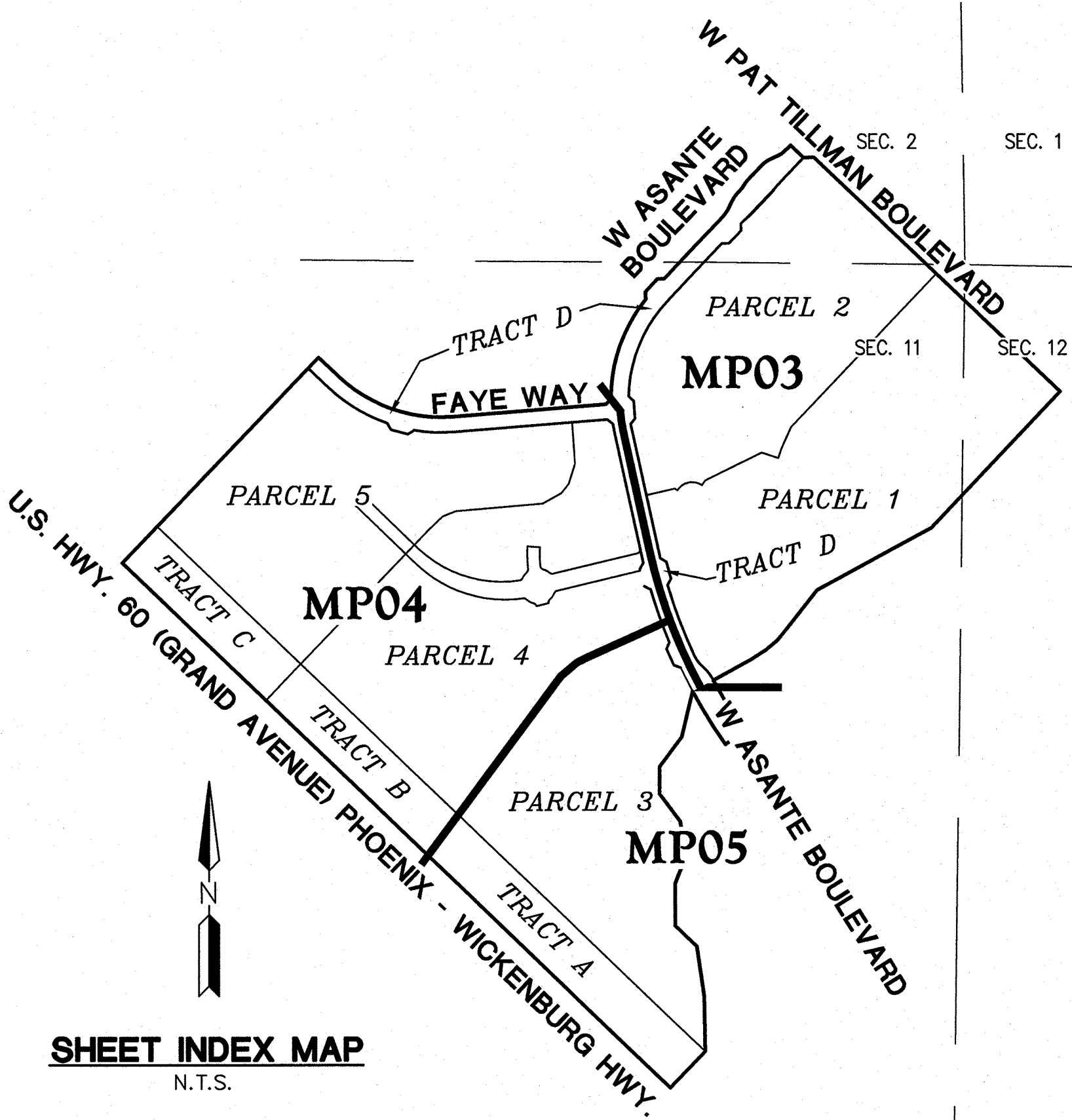
PARCEL AREA =	4,729,861 SQ. FT.	108.5826 ACRES
TRACT AREA =	893,675 SQ. FT.	20.5160 ACRES
GROSS AREA =	5,623,536 SQ. FT.	129.0986 ACRES



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCRDACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.
 - UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)
 - NO VEGETATION OVER 30 INCHES IN HEIGHT



LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- ⊙ BRASS CAP, FLUSH PER MAG STD. DTL. 120-1 TYPE B
- BOUNDARY LINE
- - - SECTION LINE
- . - . CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- - - POINT OF BEGINNING
- - - POINT OF COMMENCEMENT
- - - 30'X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)



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STATUS:

PROJ. NO.: 1909

DATE: JAN 2019

SCALE: AS SHOWN

DRAWN: DSP/JHYD

APPROVED: KJP

MUNICIPAL TRACKING NO.:

PARADISO ASANTE PHASE 1

ASANTE BOULEVARD & 163RD AVENUE

SURPRISE, ARIZONA

MASTER PLAT

HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGE
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PHOENIX, AZ 85016
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DWG. NO.

MP02

SHT. 2 OF 5

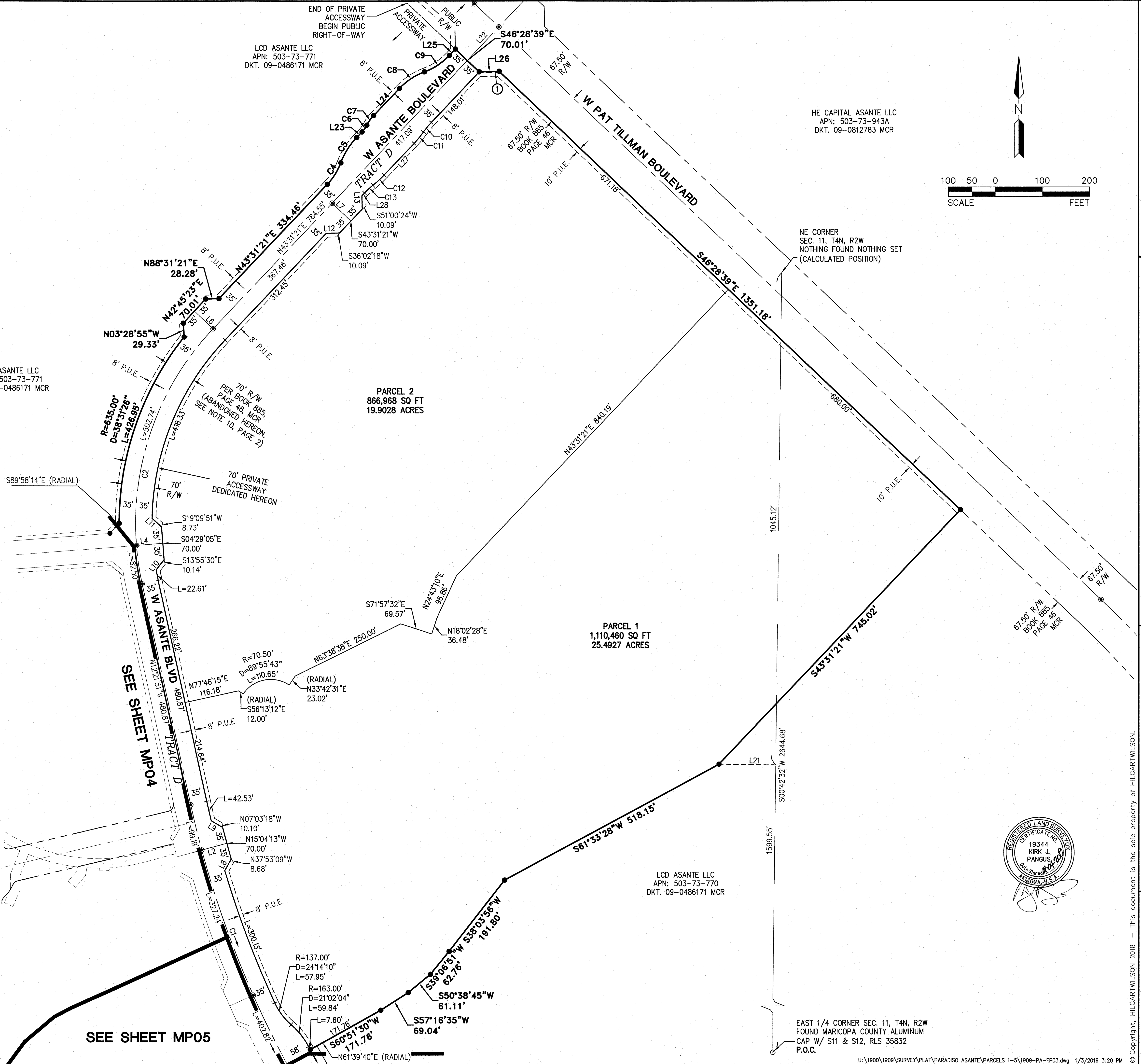
LEGEND

- FOUND 1/2" REBAR W/CAP, RLS
19344 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
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19344 OR AS NOTED
- ⦿ BRASS CAP, FLUSH PER MAG STD.
DTL. 120-1 TYPE B
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- R/W RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30'X30' SITE VISIBILITY
TRIANGLE EASEMENTS
(SEE NOTE 3, PAGE 2)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	S74°55'37"W	55.30'
L4	N85°29'58"E	56.11'
L6	S46°28'39"E	54.53'
L7	S46°28'39"E	55.00'
L8	N29°18'05"E	27.98'
L9	S59°26'41"E	27.98'
L10	N38°11'09"E	27.21'
L11	S47°10'17"E	27.20'
L12	N88°31'21"E	28.28'
L13	N01°28'39"W	28.28'
L21	N89°17'28"W	120.42'
L22	N43°31'21"E	97.50'
L23	N43°31'21"E	16.30'
L24	N43°31'21"E	79.93'
L25	N43°31'21"E	18.74'
L26	N88°31'21"E	42.43'
L27	S43°31'21"W	92.09'
L28	S43°31'21"W	8.07'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	600.00'	55°53'11"	585.24'
C4	137.00'	22°34'54"	53.99'
C5	163.00'	22°34'54"	64.24'
C6	62.00'	16°15'37"	17.60'
C7	88.00'	16°15'37"	24.97'
C8	138.00'	26°33'00"	63.95'
C9	137.00'	26°33'00"	63.48'
C10	187.00'	7°58'06"	25.98'
C11	228.00'	7°57'41"	31.68'
C12	228.00'	8°06'35"	32.27'
C13	172.00'	8°06'35"	24.34'

LCD ASANTE LLC
APN: 503-73-771
DKT. 09-0486171 MCR



HE CAPITAL ASANTE LLC
APN: 503-73-943A
DKT. 09-0812783 MCR

NE CORNER
SEC. 11, T4N, R2W
NOTHING FOUND NOTHING SET
(CALCULATED POSITION)

PARCEL 1
1,110,460 SQ FT
25.4927 ACRES

LCD ASANTE LLC
APN: 503-73-770
DKT. 09-0486171 MCR

EAST 1/4 CORNER SEC. 11, T4N, R2W
FOUND MARICOPA COUNTY ALUMINUM
CAP W/ S11 & S12, RLS 35832
P.O.C.

PARADISO ASANTE PHASE 1

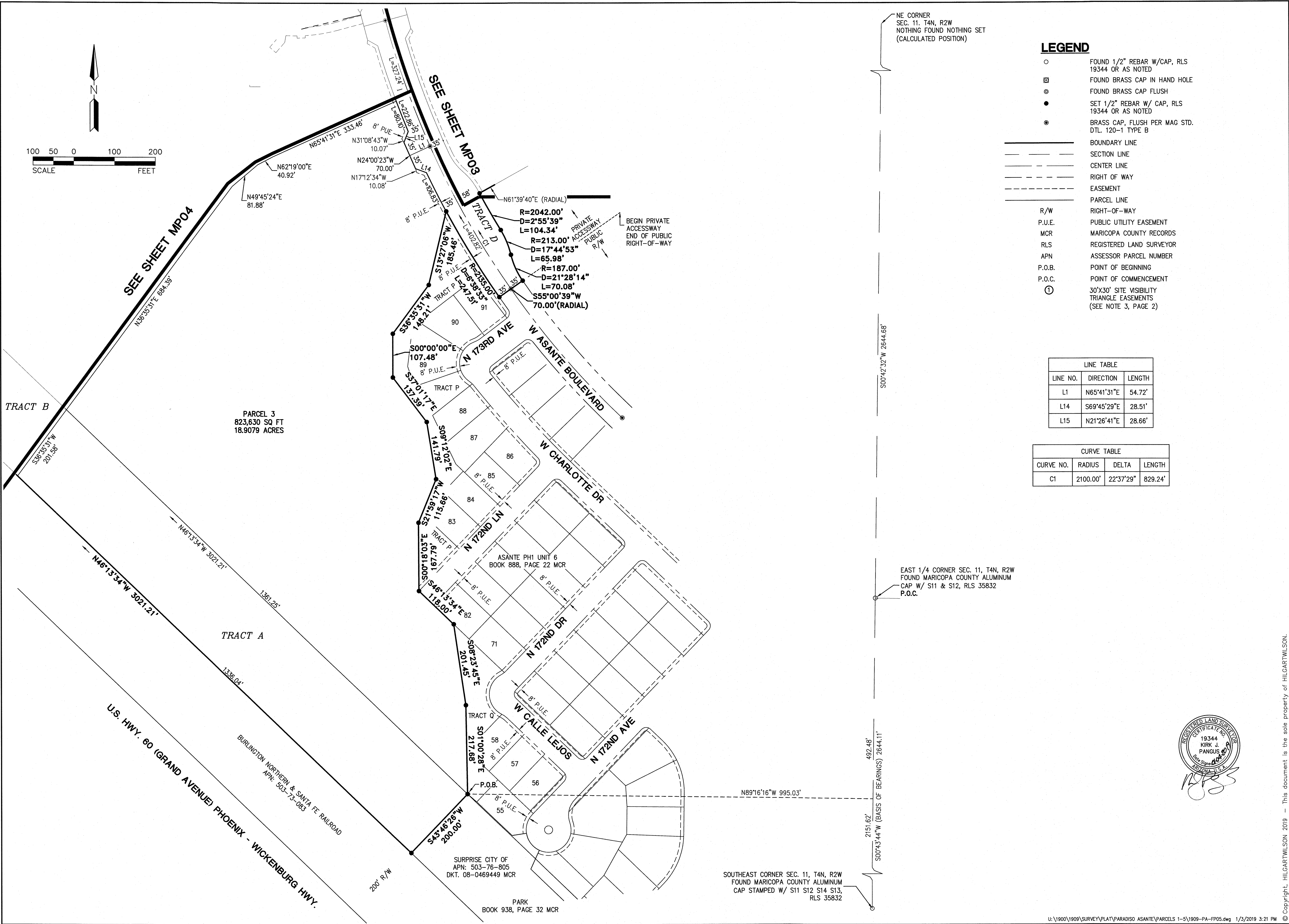
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

MASTER PLAT

STATUS: PROJECT NO.: 1909 DATE: JAN 2019 SCALE: AS SHOWN DRAWN: DSP/JHD APPROVED: KJP

DWG. NO.
MP03
SHT. 3 OF 5

HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGE
2441 E. HIGHLAND AVE. STE. 250 | PHOENIX, AZ 85016
P: 602.490.0635 | F: 602.368.2436
www.hilgartwilson.com



LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
- ⊙ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- ⊙ BRASS CAP, FLUSH PER MAG STD. DTL. 120-1 TYPE B
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- RIGHT-OF-WAY
- R/W
- P.U.E. PUBLIC UTILITY EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30'X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N65°41'31"E	54.72'
L14	S69°45'29"E	28.51'
L15	N21°26'41"E	28.66'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	2100.00'	22°37'29"	829.24'



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PROJ. NO.: 1909

DATE: JAN 2019

SCALE: AS SHOWN

DRAWN: DSP/JHD

APPROVED: KJP

STATUS:

MUNICIPAL TRACKING NO:

DWG. NO.

MP05

SHT. 5 OF 5

PARADISO ASANTE PHASE 1

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

MASTER PLAT

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2141 E. HIGHLAND AVE., STE. 250 | P. 602.490.0535 / F. 602.368.2436
www.hilgartwilson.com

HERITAGE ASANTE

ASANTE BLVD. PHASE 1B

SURPRISE, ARIZONA

LANDSCAPE PLANS

CONSTRUCTION NOTES AND LEGEND

NOTES

1. THE CONTRACTOR SHALL PROVIDE ALL LABOR, TRANSPORTATION, MATERIALS, AND SERVICES NECESSARY TO FURNISH AND INSTALL ALL CONSTRUCTION ELEMENTS AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.
2. ALL WORK SHALL BE PERFORMED BY AN ARIZONA LICENSED CONTRACTOR.
3. CONSTRUCTION AND INSTALLATION OF ALL LANDSCAPE ITEMS SHALL BE ACCORDING TO STATE, COUNTY AND LOCAL CODES, ORDINANCES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH THE NATURE AND LOCATION OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. THE CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ALL COSTS INCURRED DUE TO DAMAGE AND/OR REPLACEMENT OF SAID UTILITIES, INCLUDING DELAYS.
5. ANY DISCREPANCIES BETWEEN THE FIELD CONDITIONS AND THE CONTRACT DOCUMENTS AND/OR THE DESIGN INTENT AFFECTING THE SUCCESSFUL COMPLETION AND COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER (JOB SUPERINTENDENT) AND LANDSCAPE ARCHITECT IMMEDIATELY. ALL WORK RELATED TO THE PROBLEM AREA SHALL CEASE UNTIL THE DISCREPANCIES HAVE BEEN RESOLVED BY THE OWNER (JOB SUPERINTENDENT) OR LANDSCAPE ARCHITECT IN WRITING. ANY CONTINUATION OF WORK PRIOR TO THE RESOLUTION OF DISCREPANCIES IS AT THE CONTRACTOR'S RISK AND EXPENSE.

CITY OF SURPRISE GENERAL NOTES:

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER SITE.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF PLANS AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
3. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR AN APPROVED EQUIVALENT BY THE OWNER/ LANDSCAPE ARCHITECT.
4. ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSES ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPE AREAS. HE SHALL DETERMINE WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/ OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
6. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE DRAINAGE AWAY FROM ANY BUILDINGS IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADES OF LANDSCAPE AREAS SHALL BE 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OF GRASS SEED/ SOD.
7. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE PERMIT.
8. ALL TREES AND SHRUBS LOCATED IN THE LINE-OF-SIGHT WILL BE MAINTAINED FOR A CLEAR AREAS BETWEEN 2' TO 7'. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02.

SPECIAL NOTES:

1. TREE ROOT BARRIERS ARE REQUIRED PER EDS DETAIL 8-14 WHEN TREES ARE WITHIN 3' OF SIDEWALKS, CURBS, PAVEMENT OR WALKS.
2. REFER TO CITY OF SURPRISE EDS DETAIL 6-13 FOR THE REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB. COLLECTOR STREETS WILL HAVE A MINIMUM OF ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/ OR GROUND COVER PLANTS PER 25 LINEAR FEET.
4. TREES PERMITTED WITHIN RIGHT OF WAY:
 - Willow acacia (Acacia Salicina)
 - Palo Blanco (Acacia willardiana)
 - Southern Live Oak (Quercus virginiana)
 - Texas Mountain Laurel (Sophora Secundiflora)
 - Desert Willow (Chilopsis Linearis)
 - Ash (Fraxinus Greggii)
 - African Sumac (Rhus lancea)
 - Chinese Pistache (Pistacia Chihensis)
 - Mesquite Thornless (Chilsea)*
 - Ironwood (Olneya Tesota) *
 - Palo Verde (Parkinsonia Aculeata /florida*)
 - Palo Verde Desert Museum*
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES
6. *ANY RIP-RAP INSTALLED IN DRAINAGE AREAS BE INSTALLED IN SUCH A MANNER THAT ELIMINATES THE POSSIBILITY OF VOIDS THAT ALLOW WASPS TO BUILD NESTS.*
7. MATURE PLANTS IN THE SITE VISIBILITY TRIANGLE WILL NOT BE OVER 30" IN HEIGHT.
8. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02.
9. ALL IRRIGATION SYSTEMS WILL BE INSTALLED WITH PURPLE PIPE.
10. REFER TO CITY OF SURPRISE EDS DETAIL 6-13 FOR REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY.

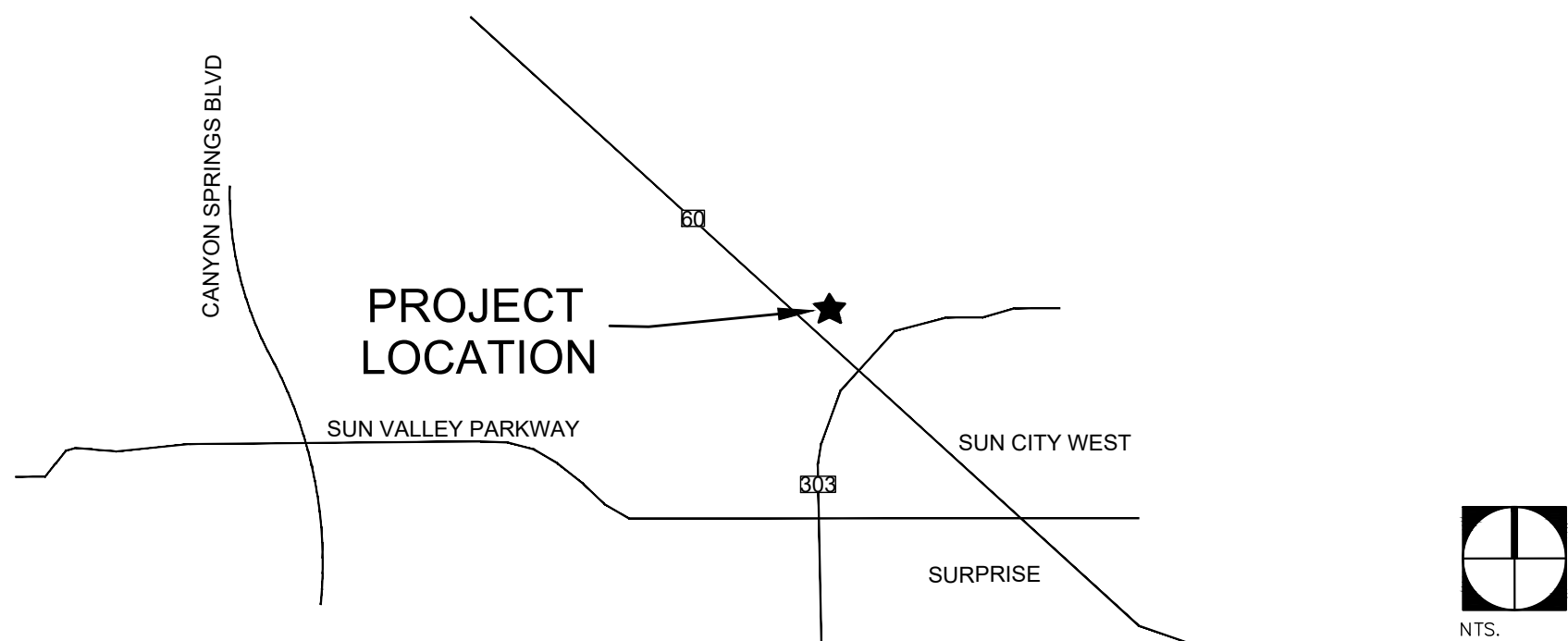
LEGEND

Ø	DIAMETER	(33.60)	EXISTING SPOT ELEVATION	—	ALIGN	○	DECK DRAIN
FF	FINISH FLOOR ELEVATION	33.60	PROPOSED SPOT ELEVATION	1.0%	GRADIENT IN PERCENTAGE	○	TURF DRAIN
GF	GARAGE FLOOR ELEVATION	HT	HEIGHT	4:1	RATIO: 4' HORIZONTAL DISTANCE PER 1' OF VERTICAL HEIGHT	— 31	PROPOSED CONTOUR
PE	PAID ELEVATION	BCR	BEGINNING OF CURB RADIUS	— 31	EXISTING CONTOUR	—	BERM - BUILT UP LANDSCAPE GRADE
TW	TOP OF WALL	ECR	END OF CURB RADIUS	R	RIDGE	—	DETAIL REFERENCE
TF	TOP OF FOOTING ELEVATION	TC	TOP OF CURB	GB	GRADE BREAK	—	SHEET LOCATION
BW	BOTTOM OF WALL	BC	BOTTOM OF CURB	—	DIRECTION OF FLOW	—	SECTION REFERENCE
TS	TOP OF STEP	EJ	EXPANSION JOINT	—	DRAINAGE PIPE	—	SHEET LOCATION
BS	BOTTOM OF STEP	SJ	SCORE JOINT	⊗	ATRIUM DRAIN		
CB	CATCH BASIN	SC	SAW CUT				
FG	FINISH GRADE	R	RADIUS				
FS	FINISH SURFACE	ROWD	REDWOOD				
HP	HIGH POINT	HDR	HEADER				
LP	LOW POINT	LA	LANDSCAPE ARCHITECT				
FL	FLOW LINE	MIN	MINIMUM				
OC	ON CENTER	MAX	MAXIMUM				
CB	CATCH BASIN	MJ	MASTIC JOINT				
TG	TOP OF GRATE ELEVATION	TYP	TYPICAL				
INV	INVERT ELEVATION	PA	PLANTING AREA				
BB	BOND BEAM ELEVATION						

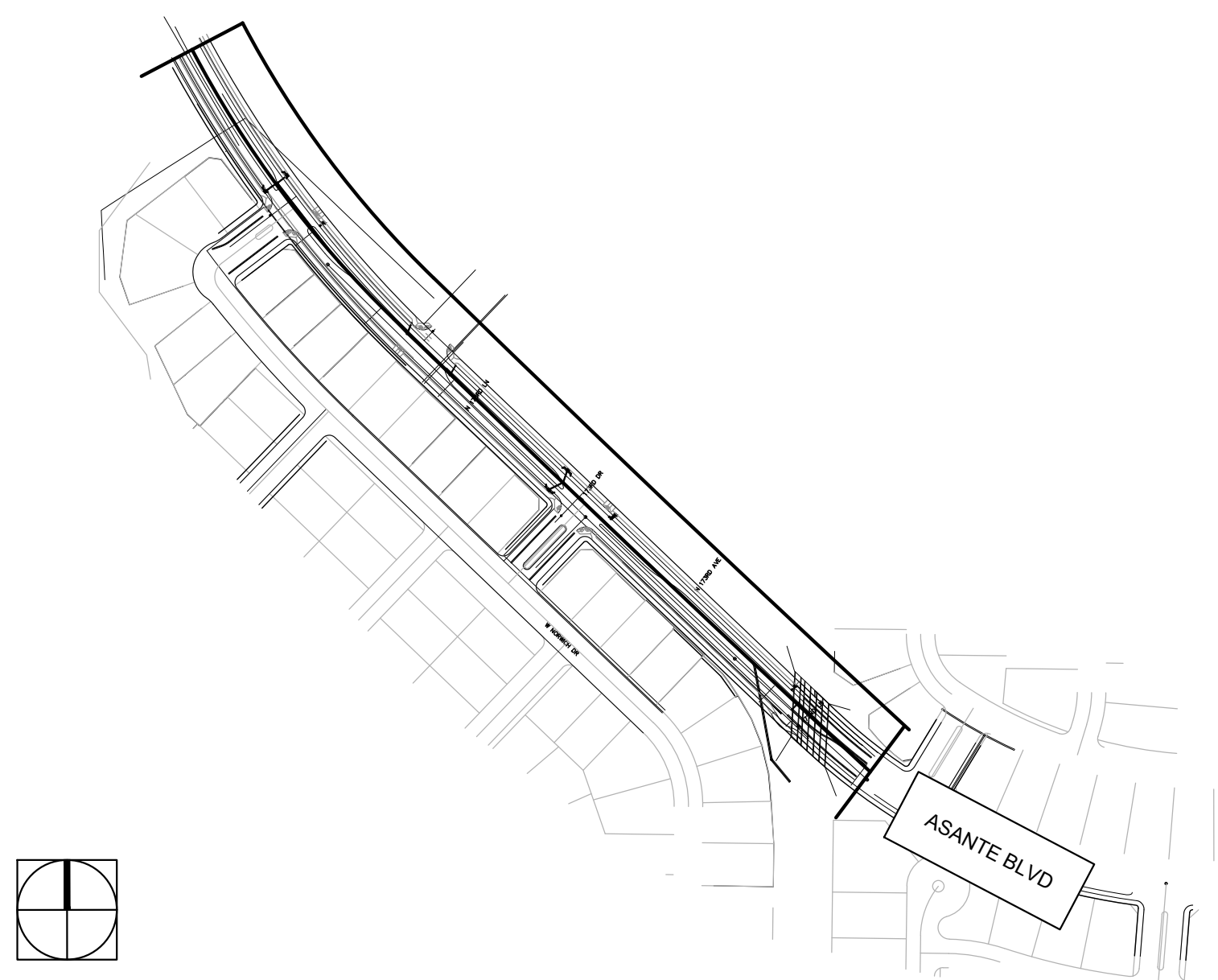
EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.



VICINITY MAP



KEY MAP



KEY MAP
NTS.

WATER USE SUMMARY

UNIT / PARCEL	TOTAL AREA (sf)	TOTAL LANDSCAPE AREA (sf)	TOTAL LANDSCAPE AREA (ac)	TURF AREA (sf)	TREE Quantity	SHRUB Quantity	TURF AREA (ac)	TREES (ac) (Based on 16 SF IRRIGATED)	SHRUBS (ac) (Based on 9.6 SF IRRIGATED)	OPEN SPACE (Non- Irrigated)	TURF AREA (4,000gal/ac/day)	XERISCAPE AREA (Trees & Shrubs) (1,300gal/ac/day)	AVERAGE DAY (Gal / Day)	MAX DAY (2x Average Gal / Day)	PEAK MAX DAY (2.5 x MAX Gal / DAY)
Asante Blvd. 1B	119,082	31,580	0.72	0	105	979	0.00	0.04	0.22	0.47	0	331	331	661	1653

REVISIONS

REV.	SHT.	DESCRIPTION	DATE	BY
1				
2				

SUBMITTED FOR APPROVAL _____

APPROVED _____

RELEASED FOR BID _____

CONSTRUCTION SET ISSUED

CONSULTANTS

LANDSCAPE ARCHITECT

SUMMERS MURPHY & PARTNERS, INC.
7114 E. STETSON DRIVE, SUITE 350
SCOTTSDALE, ARIZONA 85251
PHONE: 480-291-9240
CONTACT: KENTON MIERSMA

ENGINEER

HILGART WILSON
2141 E. HIGHLAND AVE. #250
PHOENIX, AZ 85016
PHONE: 602-490-0535
CONTACT: ZACH HILGART

LENNAR HOMES

1665 W. ALAMEDA DR., SUITE 160
TEMPE, ARIZONA 85282
PHONE: (480) 345-0077
CONTACT: TODD SKORO

APPLICANT

ADMINISTRATIVE APPROVAL

COMMUNITY DEVELOPMENT DIRECTOR

DATE: _____

CITY ENGINEER

DATE: _____

SHEET INDEX

SHEET NO.

SHEET DESCRIPTION

TL	TITLE SHEET
LD-01	CONSTRUCTION DETAILS
LP-01 - LP-03	LANDSCAPE PLAN
LD-01	LANDSCAPE DETAILS
LS-01	CONSTRUCTION SPECIFICATIONS
LS-02	PLANTING SPECIFICATIONS

SMP

ENVIRONMENTAL DESIGN

SUMMERS/MURPHY & PARTNERS, INC.
7114 STETSON DRIVE, STE 350
SCOTTSDALE, ARIZONA 85251
(480) 291-9240

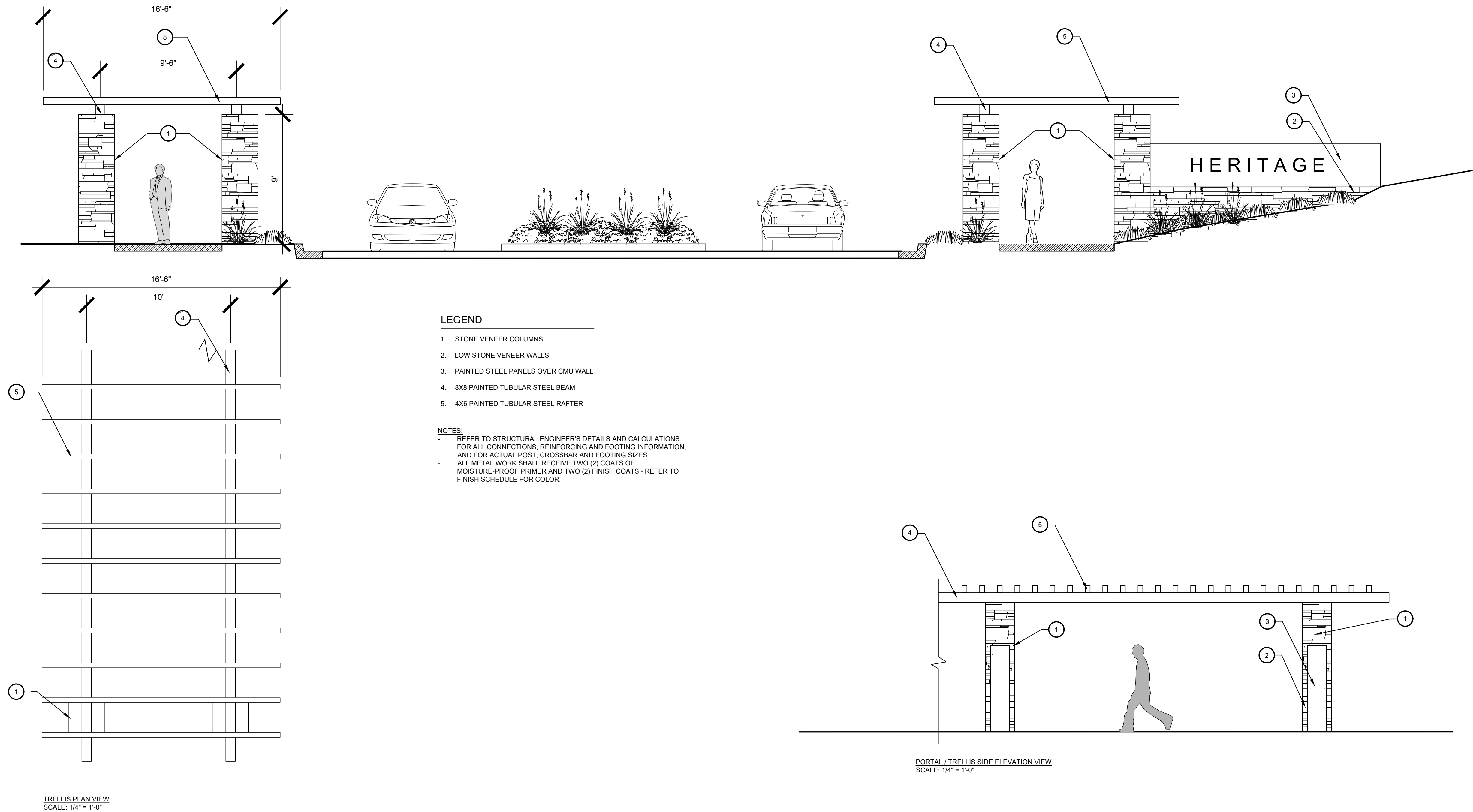


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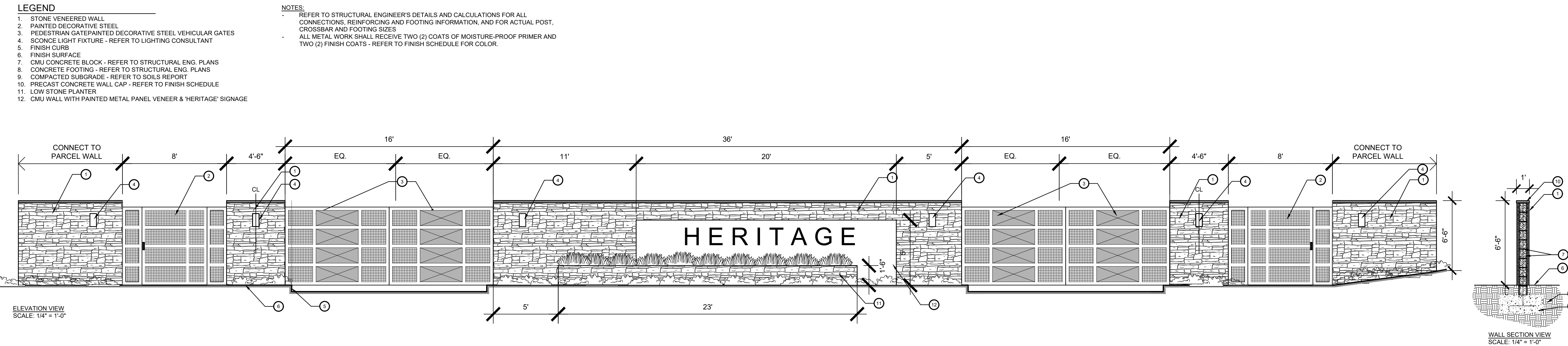
DATE	REVISION

OWNER:	LENNAR HOMES 1665 W ALAMEDA DR., SUITE 160 TEMPE, ARIZONA 85282 (480) 345-0077
PROJECT:	HERITAGE ASANTE ASANTE BLVD. PHASE 1B SURPRISE, AZ LANDSCAPE PLANS

SHEET DESCRIPTION	
TITLE SHEET	
DESIGNED	SMP
DRAWN	SMP
CHECKED	SMP
DATE	02-04-19
JOB NO.	110729
CAD FILE	729_TL
SHEET NUMBER	
TL	
01 OF 08	



A ENTRY PORTAL

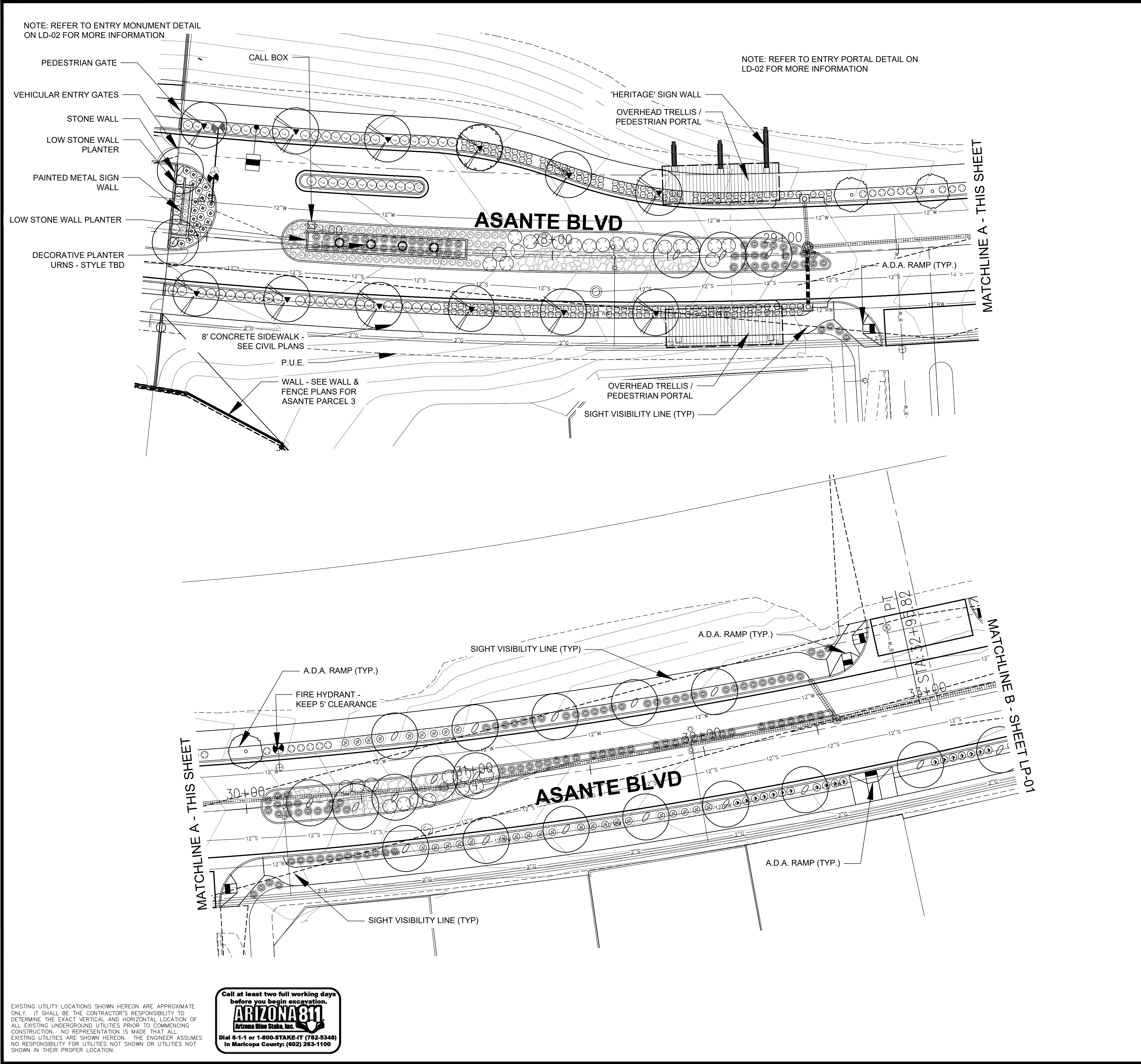


D SIGN WALL, VEHICULAR, AND PEDESTRIAN GATES

DATE	REVISION

OWNER:	LENNAR HOMES 1665 W ALAMEDA DR., SUITE 130 TEMPE, ARIZONA 85282 (480) 345-0077
PROJECT:	HERITAGE ASANTE ASANTE BLVD. PHASE 1B SURPRISE, AZ LANDSCAPE PLANS

SHEET DESCRIPTION	CONSTRUCTION DETAILS
DESIGNED	SMP
DRAWN	SMP
CHECKED	SMP
DATE	02-04-19
JOB NO.	110729
CAD FILE	275
SHEET NUMBER	LD-01
	02 OF 08



TREE PLANTING LEGEND			
SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY
	<i>Acacia aneura</i> MULGA	24" BOX STANDARD	33
	<i>Quercus virginiana</i> 'Heritage' HERITAGE LIVE OAK	24" BOX STANDARD	59
	<i>Ulmus parvifolia</i> 'Drake' Drake Evergreen Elm	24" BOX STANDARD	12

SHRUB PLANTING LEGEND				
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.	10
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION	1 GAL.	30" O.C.	174
	LANTANA CAMARA BUSH LANTANA	5 GAL.	4'-0" O.C.	54
	LEUCOPHYLLUM LANGIAMANAE 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	5'-0" O.C.	69
	MUHLENBERGIA C. 'REGAL MIST' PINK MUHLY	5 GAL.	3'-0" O.C.	176
	MUHLENBERGIA E. 'EL TORO' BULL GRASS	5 GAL.	3'-0" O.C.	22
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL.	5'-0" O.C.	133
	TEUCRIUM CHAMAEDRYS GERMANDER	1 GAL.	24" O.C.	70

GROUNDCOVER PLANTING LEGEND				
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.
	LANTANA 'NEW GOLD' NEW GOLD LANTANA	5 GAL.	6'-0" O.C.	323

	DECOMPOSED GRANITE EXPRESS BROWN	1" SCREENED		
	ROCK COBBLE EXPRESS BROWN	5-8"		

ENVIRONMENTAL DESIGN

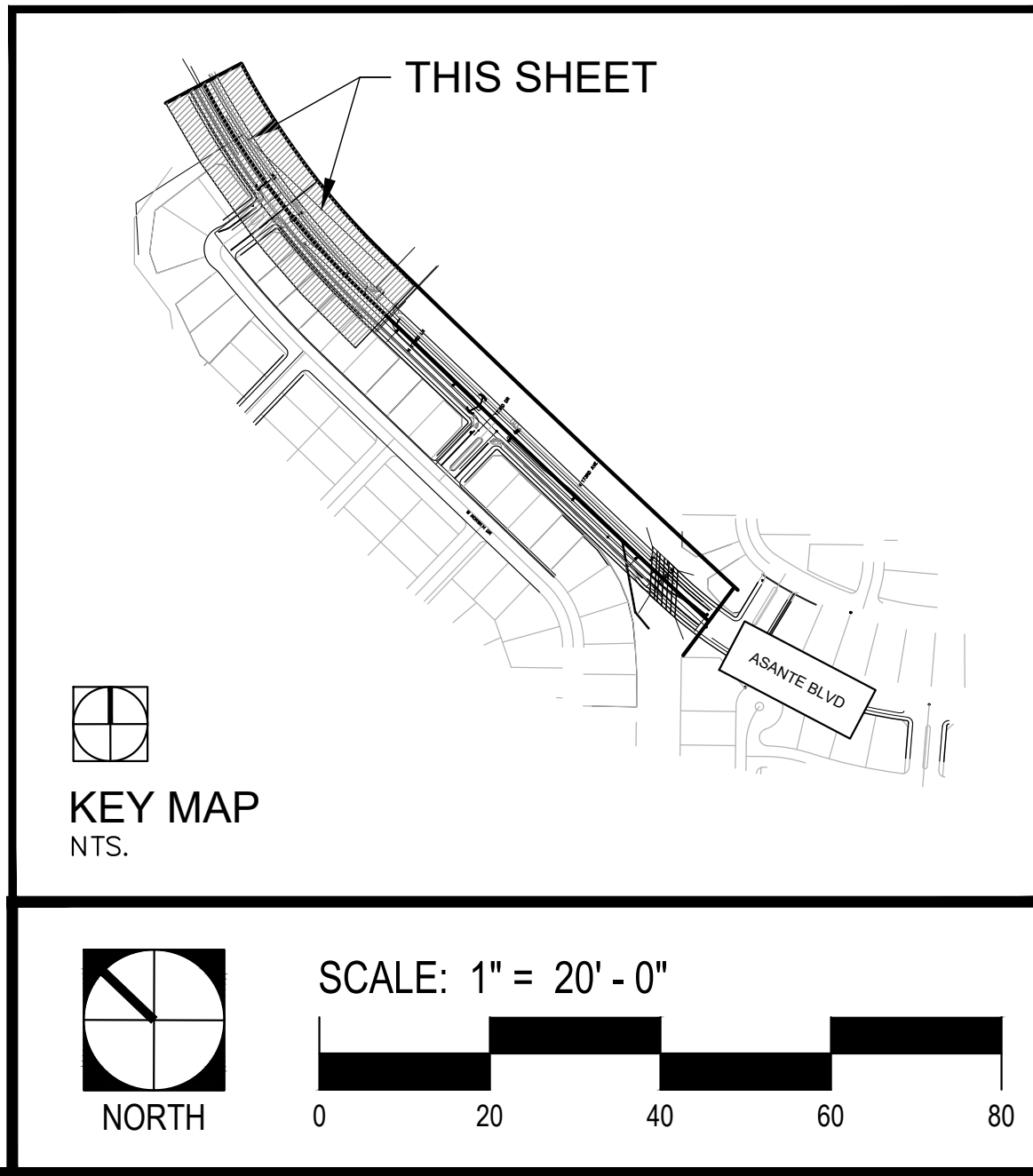
SUMMERS/MURPHY & PARTNERS, INC.
7114 STETSON DRIVE, STE 350
SCOTTSDALE, ARIZONA 85251
(480) 291-9240

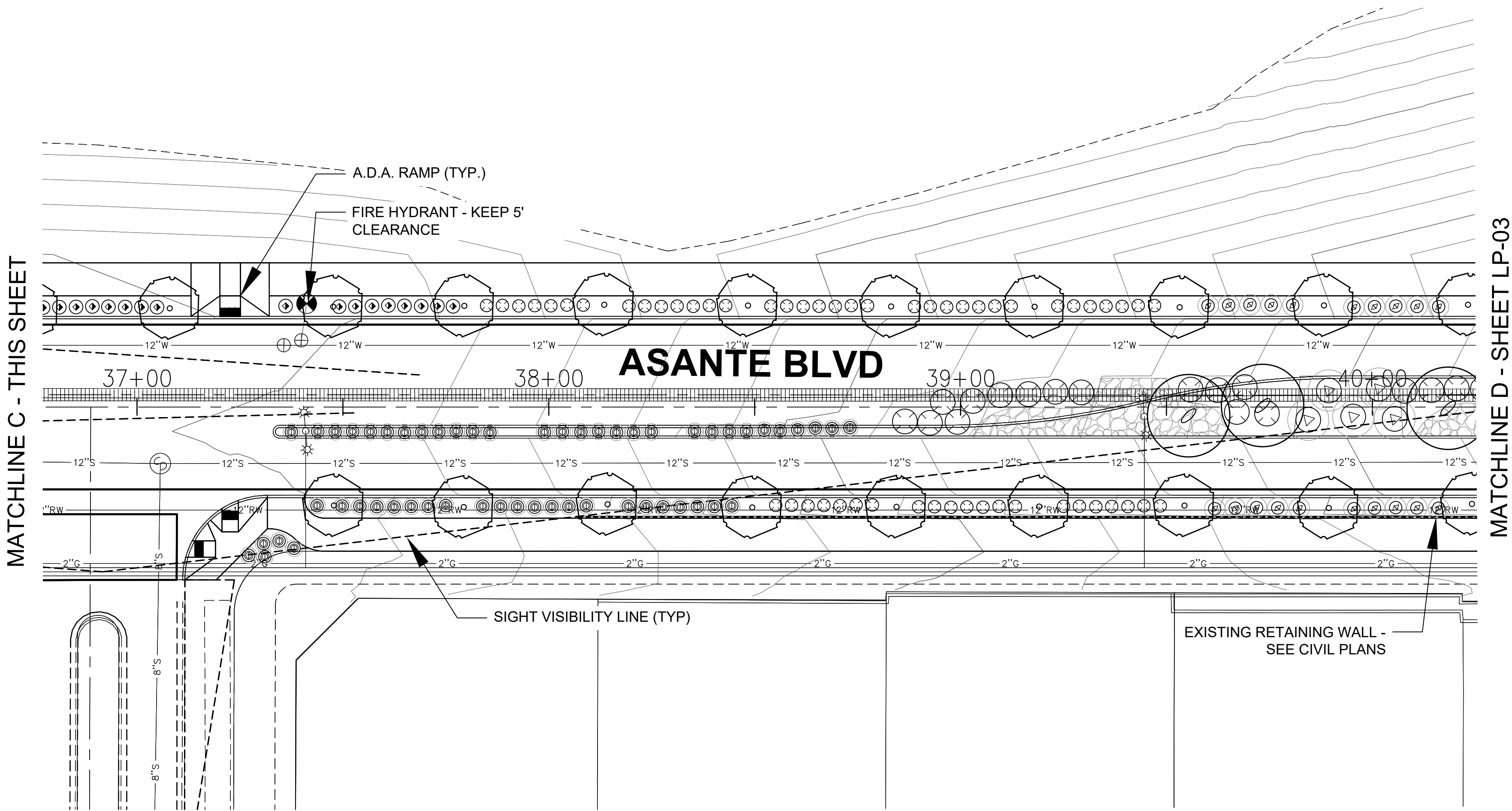
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DATE	REVISION

OWNER:	LENAR HOMES 1665 W ALAMEDA DR., SUITE 130 TEMPE, ARIZONA 85282 (480) 345-0077
PROJECT:	HERITAGE ASANTE ASANTE BLVD. PHASE 1B SURPRISE, AZ LANDSCAPE PLANS

SHEET DESCRIPTION	
LANDSCAPE PLAN	
DESIGNED	SMP
DRAWN	SMP
CHECKED	SMP
DATE	02-04-19
JOB NO.	110729
CAD FILE	724
SHEET NUMBER	
LP-01	
03 OF 08	





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

ARIZONA 811
Arizona Blm Stake, Inc. 

**Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100**

GROUNDCOVER PLANTING LEGEND				
SYMBOL	BOTANICAL/Common Name	MINIMUM		
		SIZE	SPACING	QTY.
	LANTANA 'NEW GOLD' NEW GOLD LANTANA	5 GAL.	6'-0" O.C.	323
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PROJECT:	OWNER:
HERITAGE ASANTE ASANTE BLVD. PHASE 1B SURPRISE, AZ LANDSCAPE PLANS	LENNAR HOMES 1665 W ALAMEDA DR, SUITE 130 TEMPE, ARIZONA 85282 (480) 345-0077

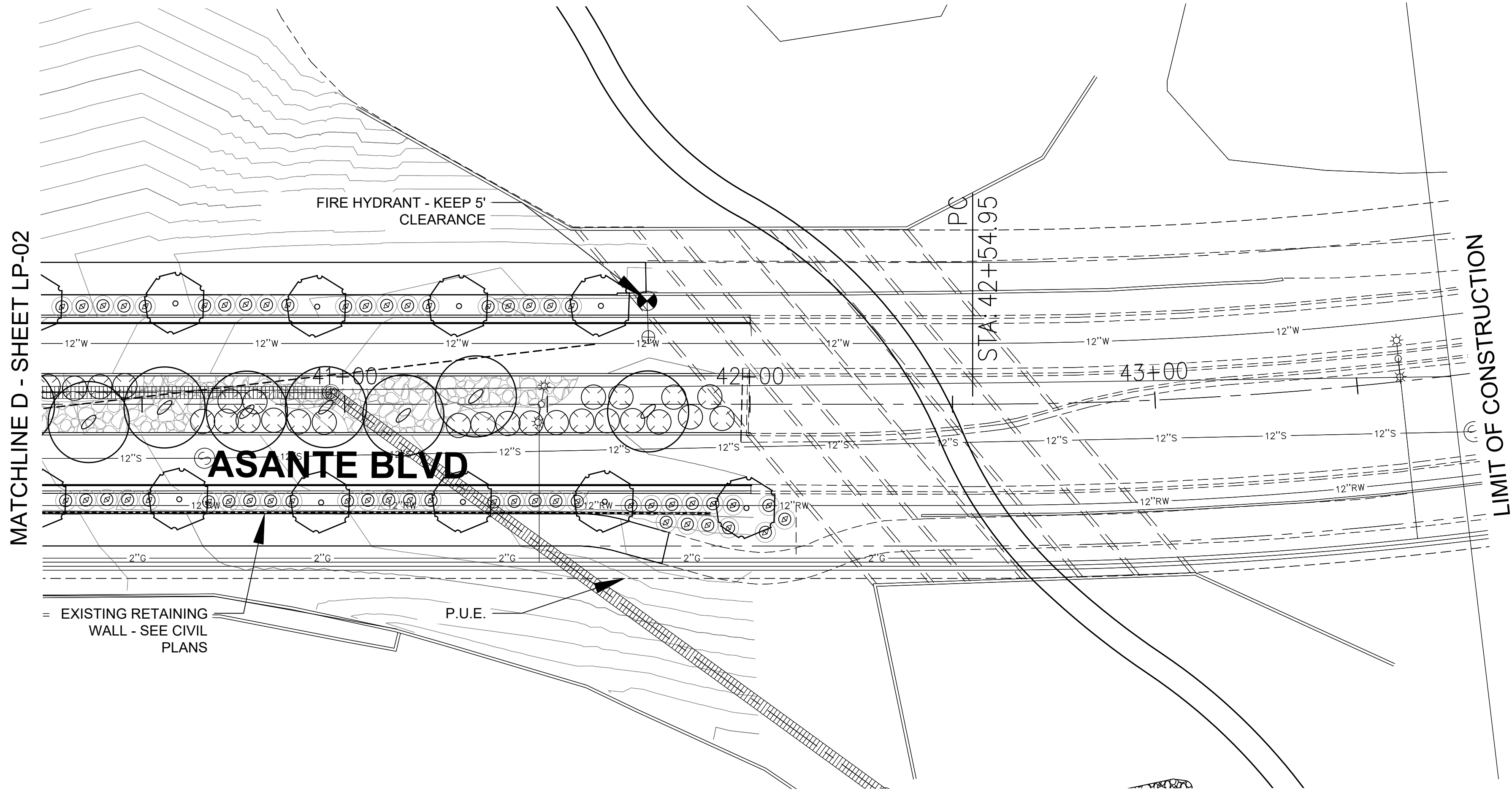
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DRAWN	SMP
CHECKED	SMP
DATE	02-04-19
JOB NO.	110729
CAD FILE	729_LP
SHEET NUMBER	
LP-02	
04 OF 08	

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Arizona One Stop, Inc.

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In Maricopa County: (602) 263-1100



TREE PLANTING LEGEND

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	ROCK COBBLE EXPRESS BROWN	5-8"		

NORTH

SCALE: 1" = 20' - 0"

SMP
ENVIRONMENTAL DESIGN

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DATE	REVISION

OWNER:
LENNAR HOMES
1665 W ALAMEDA DR., SUITE 130
TEMPE, ARIZONA 85282
(480) 345-0077

PROJECT:
HERITAGE ASANTE
ASANTE BLVD. PHASE 1B
SURPRISE, AZ
LANDSCAPE PLANS

SHEET DESCRIPTION

LANDSCAPE PLAN

DESIGNED SMP

DRAWN SMP

CHECKED SMP

DATE 02-04-19

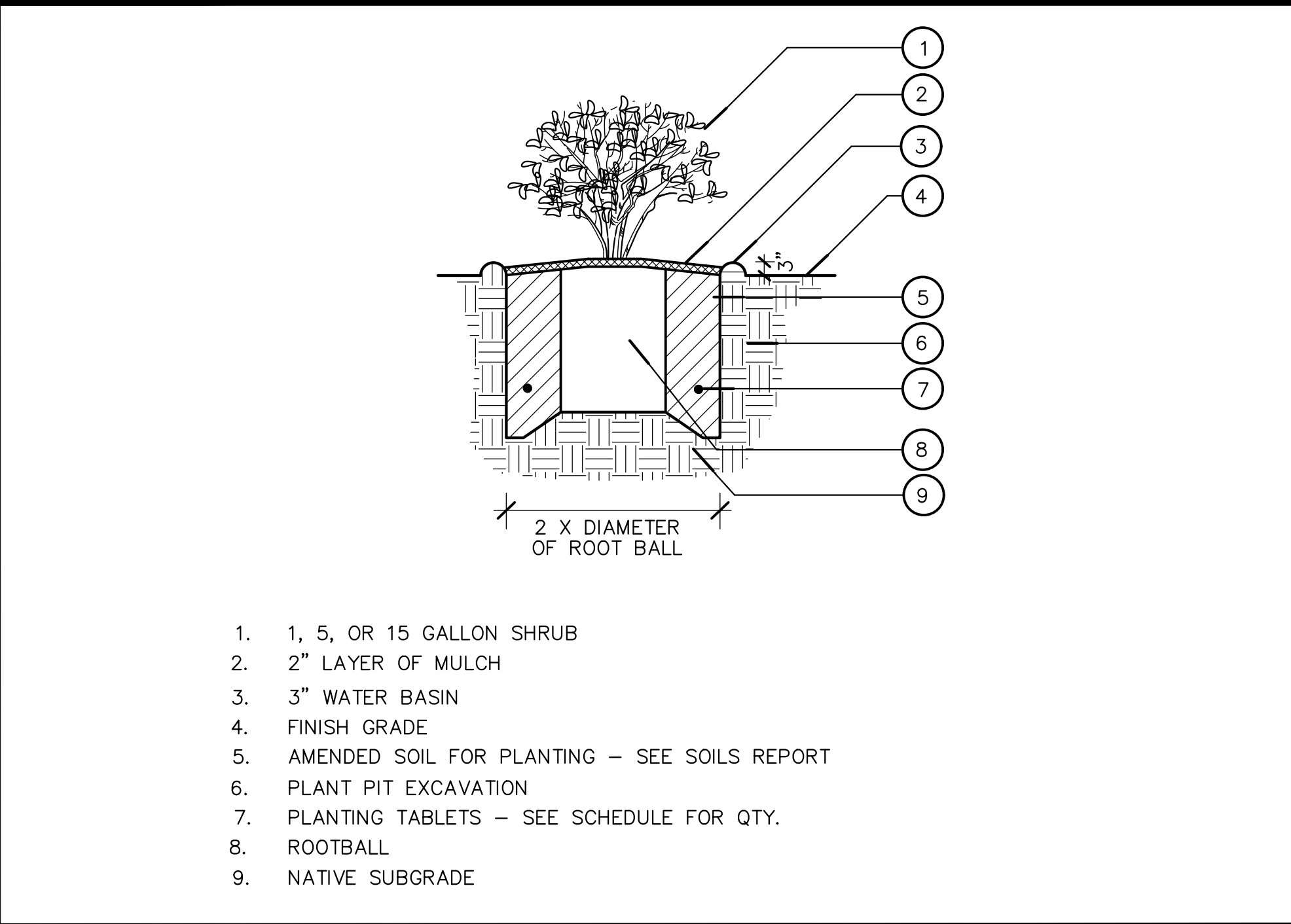
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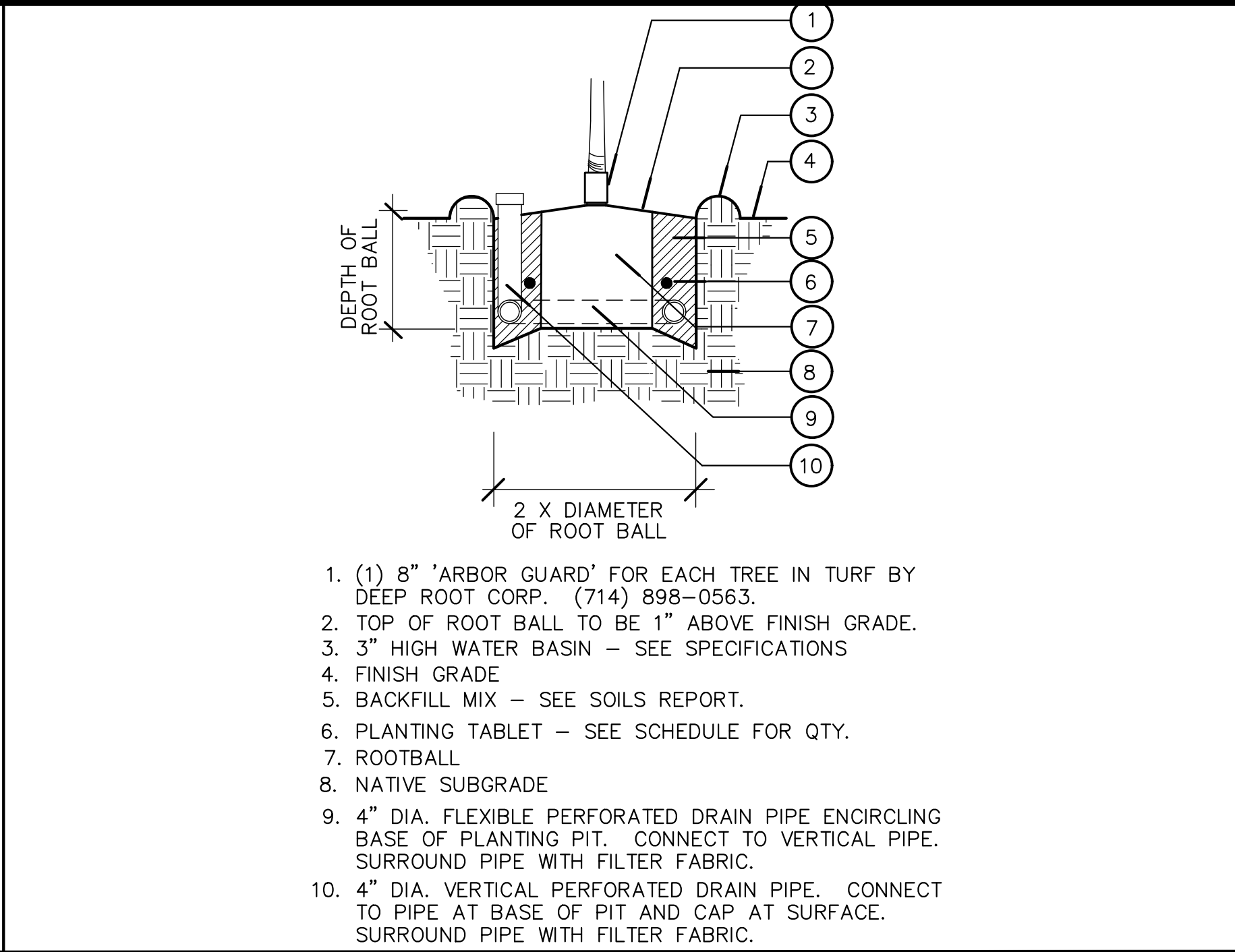
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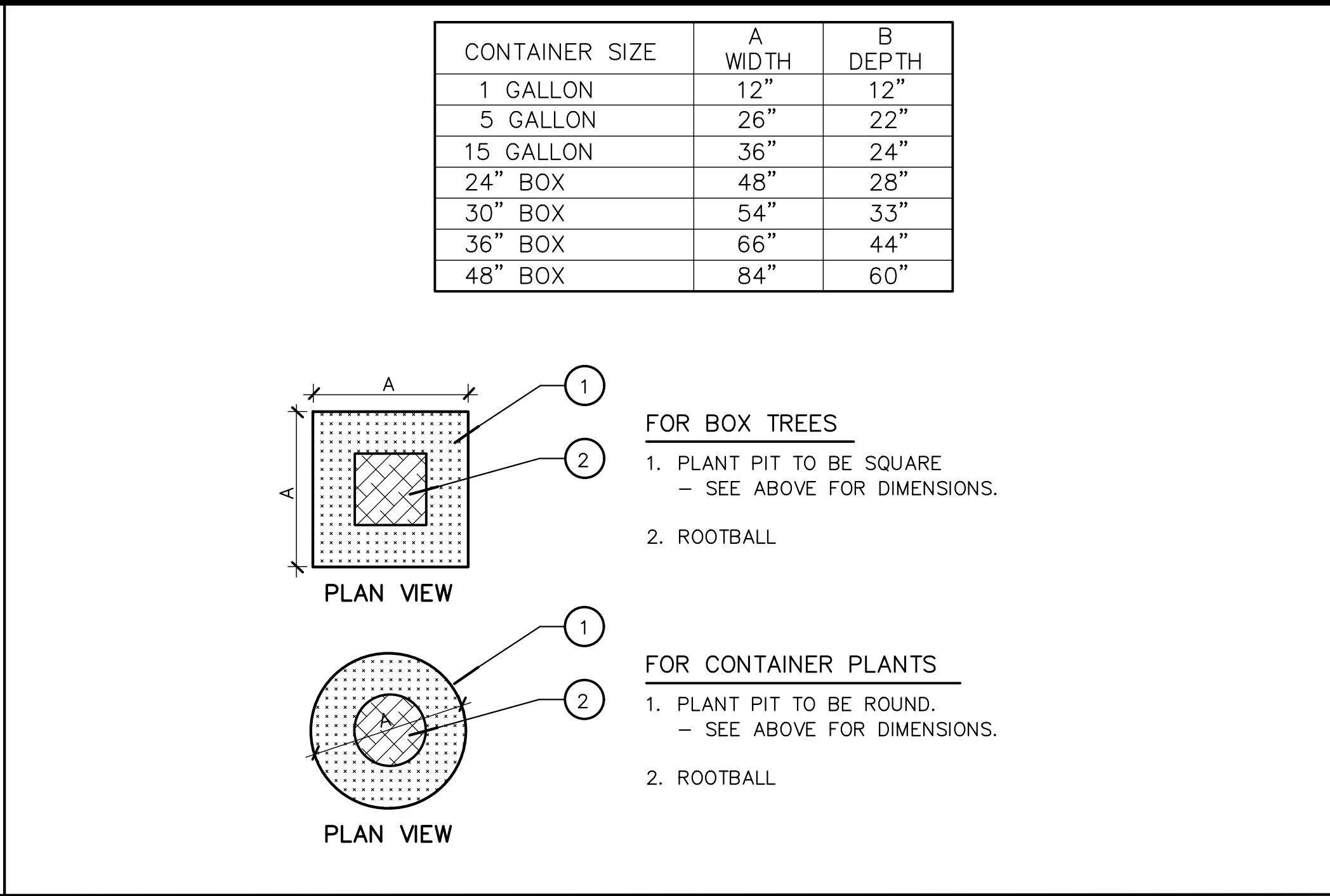
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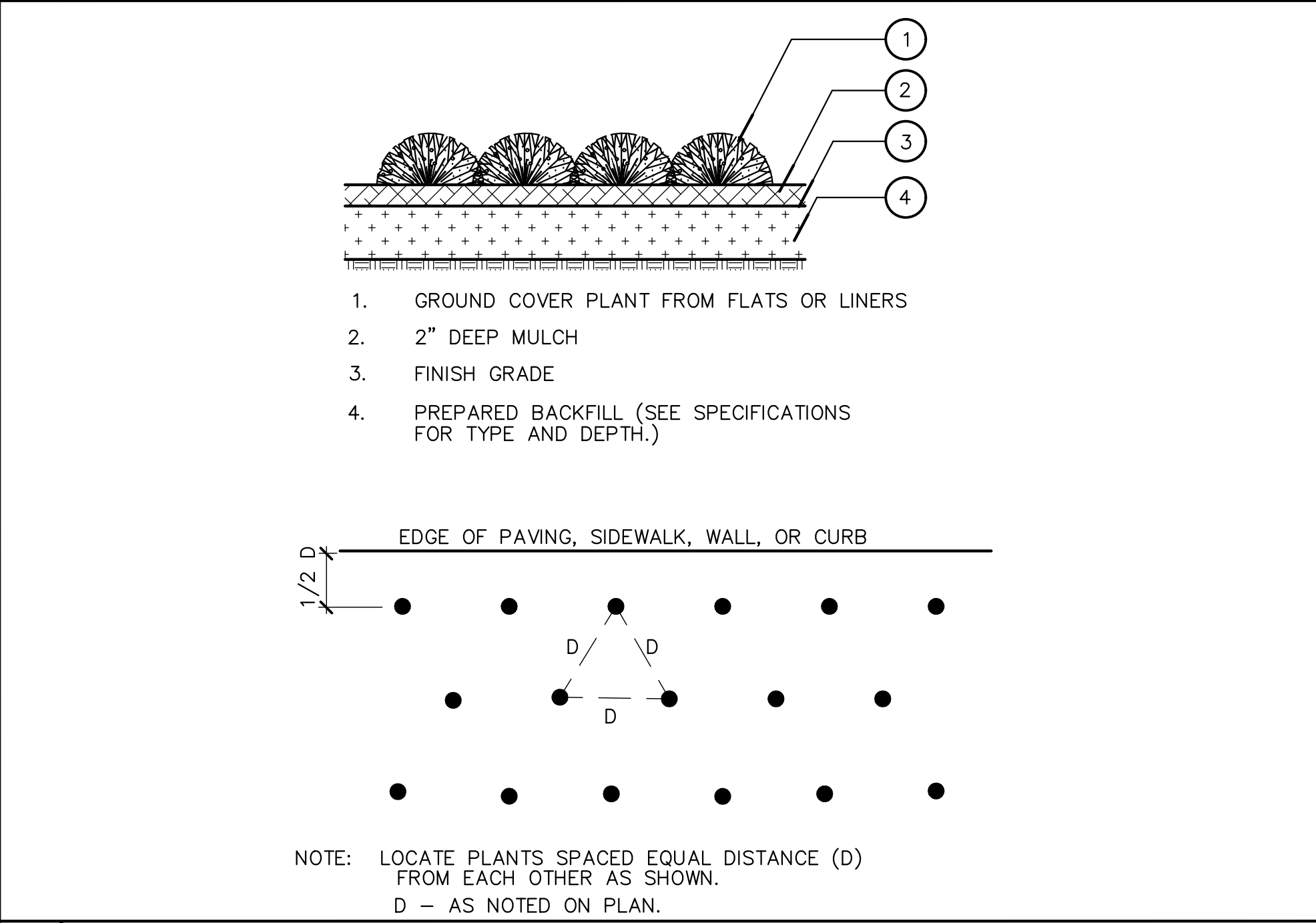
A SHRUB PLANTING



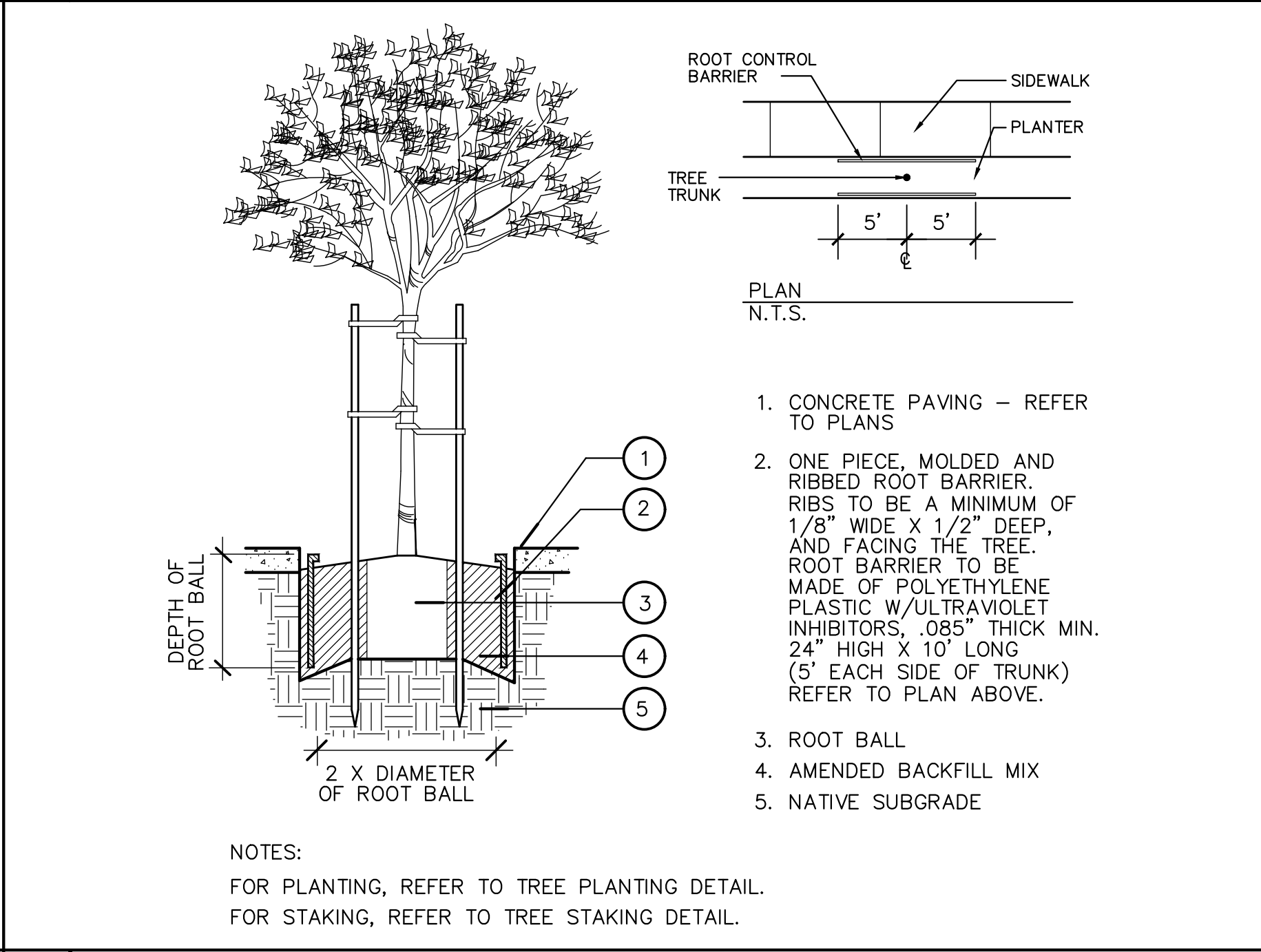
B TREE PLANTING W/ DRAINAGE



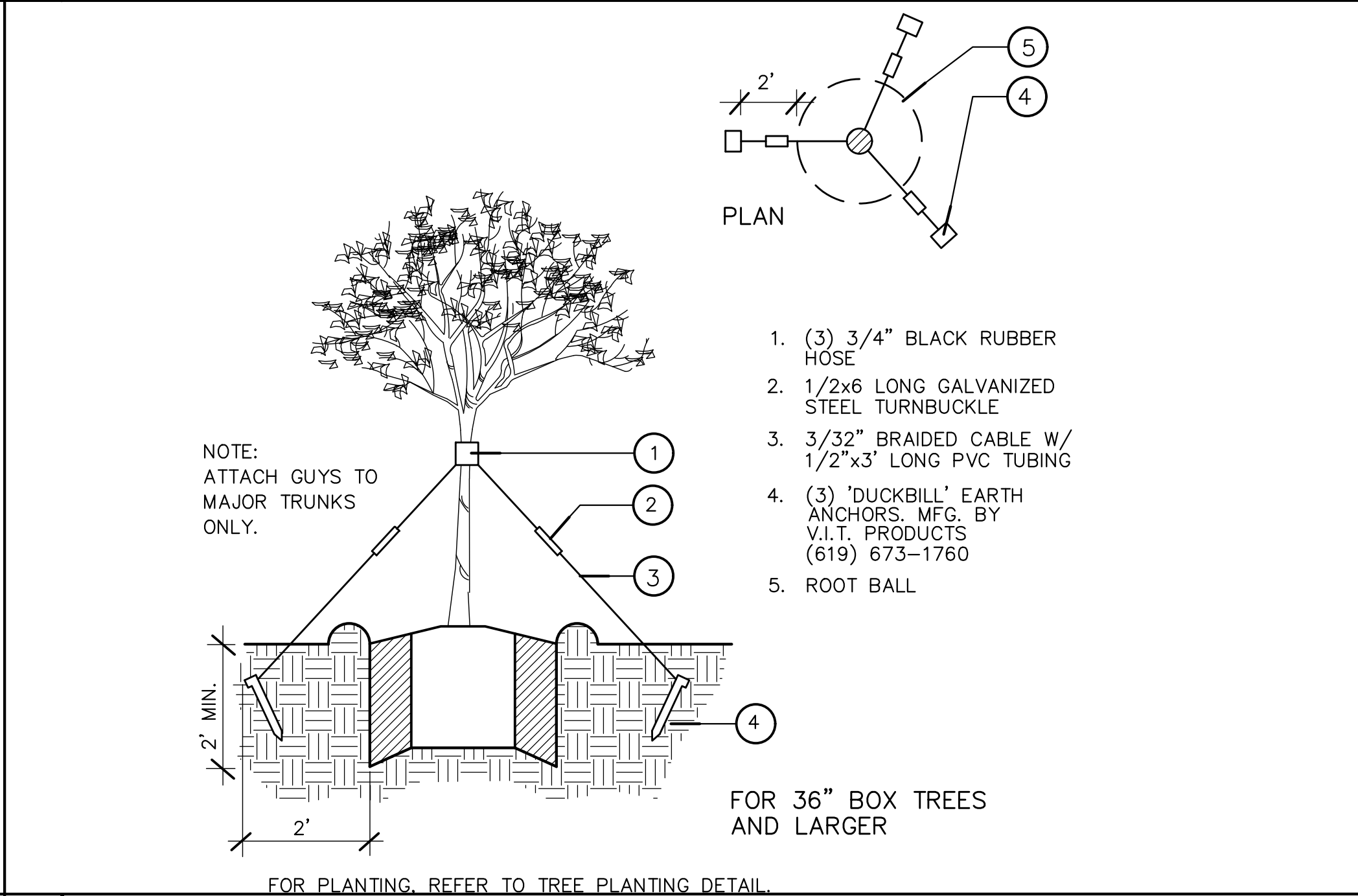
C PLANT PIT SIZING CHART



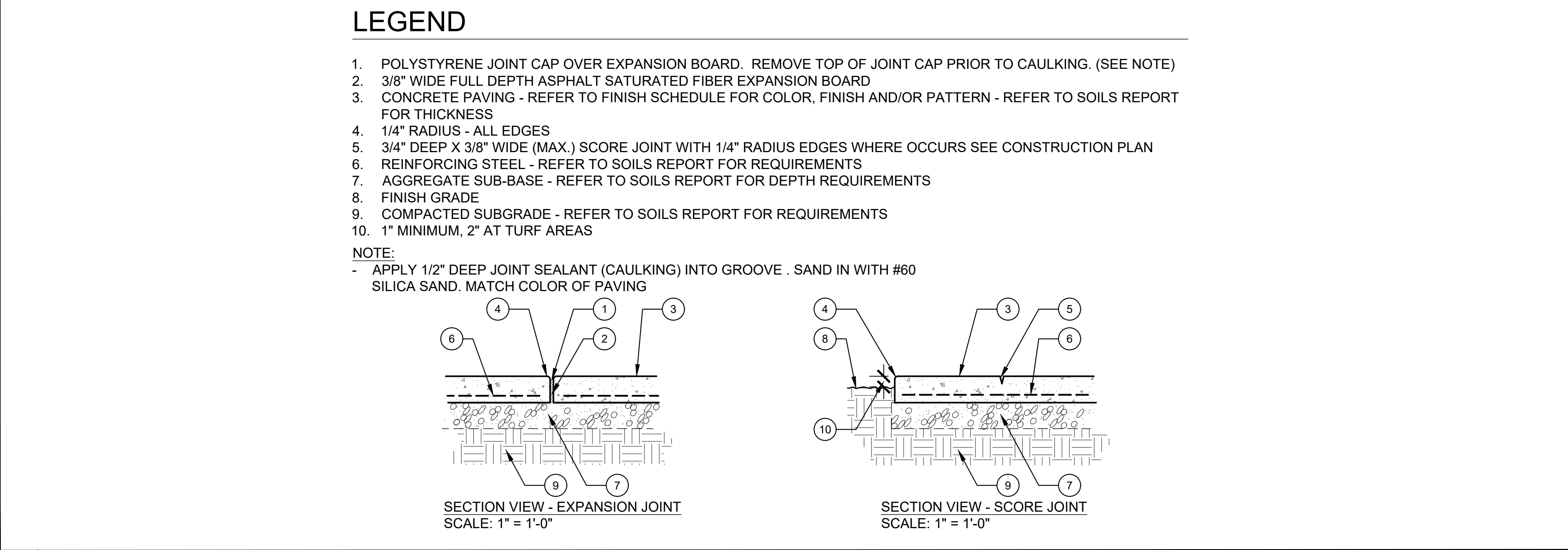
D GROUNDCOVER PLANTING



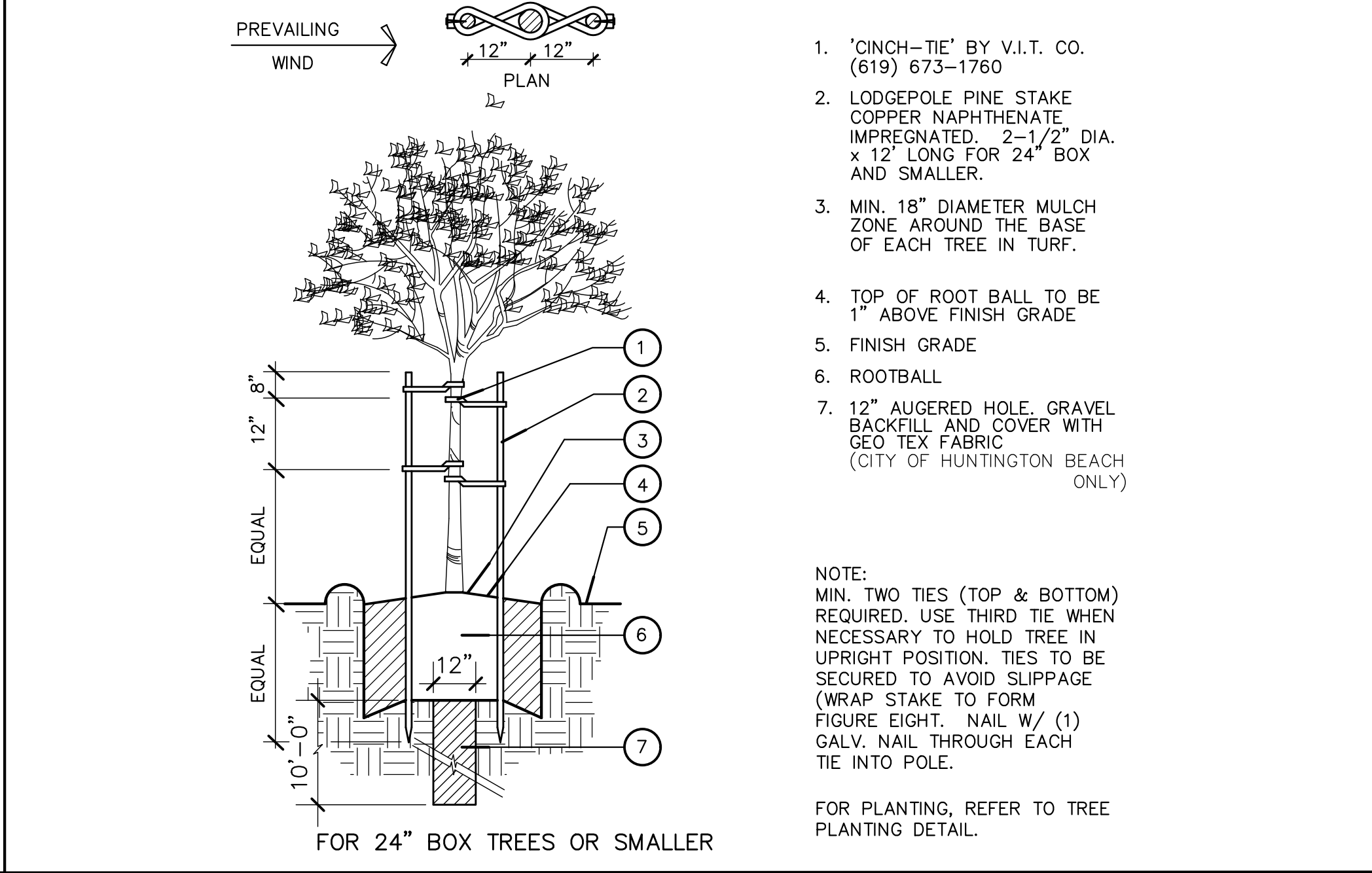
E ROOT CONTROL BARRIER



F TREE GUYING



G CONCRETE PAVING



H TREE STAKING

SMP
ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
7114 STETSON DRIVE, STE 350
SCOTTSDALE, ARIZONA 85251
(480) 291-9240

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 51638
PATRICK C.M. MURPHY
DESIGNED 02-04-19
ARIZONA U.S.A.
EXP. 12-31-19

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DATE	REVISION

OWNER:	LENNAR HOMES 1665 W ALAMEDA DR., SUITE 130 TEMPE, ARIZONA 85282 (480) 345-0077
PROJECT:	HERITAGE ASANTE ASANTE BLVD. PHASE 1B SURPRISE, AZ LANDSCAPE PLANS

SHEET DESCRIPTION	
LANDSCAPE DETAILS	
DESIGNED	SMP
DRAWN	SMP
CHECKED	SMP
DATE	02-04-19
JOB NO.	110729
CAD FILE	729_LP
SHEET NUMBER	
LD-01	
06 OF 08	

I. GENERAL

- A. Contractual Relationship
- In the performance of this contract, Contractor shall hold Landscape Architect and Owner harmless from any and all liability, costs and charges arising out of, or in connection with, contractors, employees, or it's agent's negligence, omissions, errors.
- B. Errors or Conflicts
- If any errors or conflicts are discovered in the plans or notes, they shall be interpreted so as to accomplish the real purpose of those plans and notes.
- C. Additions, Deviations and Alterations
- No deviations or alterations from the plans and specifications will be permitted unless authorized by the Owner or the Landscape Architect. Should deviation from plans and notes become necessary due to conflicting site conditions, Owner and Landscape Architect shall approve in advance any such deviation. No additional work will be authorized without the express written authorization from the Owner.
- D. Interpretation
- The Contractor shall comply with the obvious intent and meaning of these plans and specifications which shall be construed to include all labor, material, tools and equipment necessary to complete the work specified herein in a workmanlike manner in strict accordance with plans and notes. Should any questions arise as to the intent and interpretation of these plans and notes, Contractor shall refer to Owner and Landscape Architect whose decision thereon shall be final.
- E. Observation and Rejection of Materials and Workmanship
- All materials and workmanship furnished or performed by Contractor shall be subject to final observation and acceptance by Owner and Landscape Architect upon completion of all contract work whether previously paid for or not. At any and all times during the performance of this contract, Contractor shall make available for observation, test and approval, materials and workmanship. Failure of such observers to make observation, tests or approvals shall not prejudice the right of Landscape Architect or Owner on final observation. Contractor shall promptly replace any and all material, workmanship and equipment which does not conform to the plans and notes. All materials used on this contract shall be new and the best marked quality unless specified otherwise.
- F. Samples
- When so required by the Owner or Landscape Architect, Contractor shall submit for approval samples of the various materials, and specify finish thereon.
- G. Local Codes
- All construction shall conform to all local building codes and ordinances. It is Contractor's responsibility to verify all codes prior to commencing work.
- H. Utilities
- Contractor shall be responsible for verifying the location of all underground utilities, electric cables, conduits, sprinkler lines and all utility lines prior to any construction.
- I. Removal of Debris and Clean-Up
- Contractor shall thoroughly clean and keep free of debris and waste material entire construction area to the satisfaction of the Owner.
- J. General
- The general conditions and any special conditions that Owner may require shall apply with the same force and effect as though written in full herein for all construction sections.

II. SITE EXCAVATION AND ROUGH GRADING

- Scope of Work - Provide all labor, materials, tools, equipment, transportation and necessary incidentals for the completion of all clearing, stripping, excavating, backfilling, grading and related work as shown on the drawings, including but not limited to the following:
- A. Protection of all curbs, walks, walls, structures and other existing work which is to remain.
- B. Clearing and stripping site of brush, debris and other foreign materials as outlined in the drawings.
- C. Excavation for all foundations and footings to the dimension and depth shown on the drawings. Bottoms of excavations shall be smooth and level. All loose material shall be removed therefrom.
- D. Subgrades shall be watered and compacted to a relative compaction of 95%.
- E. Subgrades under all paving shall be true to grade and cross section, hard, uniform and smooth prior to placement of base material.
- F. Backfilling of all excavations and trenches after placement of foundations, walls, walks, utilities, etc.,as outlined on the drawings. Compaction of backfill shall be in acceptance with Engineer's specifications.
- G. Grading of areas indicated in the drawings including bringing existing grades to within 1/10 foot plus or minus. Final design grades as indicated on the drawings.
- H. Stockpiling of excavation material or import top soil fill and sand shall be asoutlined on the drawings or as approved by Landscape Architect.
- I. Clean up and remove all debris and surplus material and remove from site.

- III. DRAINAGE
- Scope of Work - Provide all labor, materials, tools, equipment, transportation and necessary incidentals for the completion of all drainage systems as shown on the drawings, including but not limited to the following:
- A. Materials
1. Acrylonite Butalene - Styrene (ABS) Schedule 40 drain pipe, perforated or non-perforated in diameters shown on the drawings.
2. Basins and Drains - High impact plastic Styrene drain basins, catch basins with grates, high impact plastic Styrene deck drains, and/or precast concrete drain box and catch basins and cast iron grate in diameters and sizes as shown on the drawings. Stainless steel or brass deck drains in hardscape as shown on the drawings.
- B. Trenching and Laying Pipe
1. Trenches to pitch a minimum of 1/8" per foot unless otherwise indicated on the drawings. Contractor to verify all invert elevations and trench depth prior to excavation.
2. Bottom of trench shall be smooth and continuous to flow direction. A hollow shall be made to receive bell of pipe so the joint will not bear upon the subgrade. Adjustments to line and grade shall be made by scraping away or filling in with backfill under the base of the pipe and not by wedging or blocking.
3. Trench material shall be used for backfill. However, no rocks or lumps shall be used. Welded joints shall be given at least 15 minutes setup before handling. Above the level of initial backfill, the trench may be backfilled with trench material.
4. Compaction - Compaction by tamping shall not be done in layers exceeding eight inches in loose depth with each layer thoroughly compacted between.
- C. Clean-Up and Testing
1. Prior to covering of trenches, drain line and basins shall be checked to insure proper flow and water tightness.
2. The piping systems shall be flushed and cleaned prior to connecting to existing drain line, catch basin or storm drain systems.
3. Upon completion of work, remove debris, tools and surplus material from site.

- IV. CONCRETE
- Scope of work - Provide all labor, materials, tools, equipment, transportation and necessary incidentals for the completion of all concrete flatwork as shown on the drawings including but not limited to the following:
- A. Materials
1. Cement - Standard Portland Cement, per designation C-150 of the ASTM Type II, III, or V, low alkali, single brand throughout. Refer to Soil Engineer's Report for Recommendations.
2. Aggregate - ASTM Specification C-33 3/4" maximum size. Decorative aggregates or pea rock as shown on drawings. Fine natural sand, well graded conforming to ASTM C-144.

3. Water - Water used shall be of potable quality.
4. Steel - Reinforcing steel for decks and walks to be intermediate grade deformed bars conforming to ASTM A-615 and/or Grade 40. Mesh ASTM A-496, size where shown on drawings.
5. Expansion Joints - Asphalt impregnated felt. Polyfelt Ethafoam as indicated on the drawings.
6. Control Joints - Saw cut joint 1/4 of slab thickness. Hand tooled score joints 1/4" deep minimum where shown on the drawings.
7. Cold Joints - Butt type, butt type with dowels. Screed key joint as indicated on the drawings.
8. Joint Sealant - Two parts Polysulfide sealant as manufactured by Thiokol, Class AS, self leveling or multi-part polyurethane construction sealant by L.M. Scofield, in matching color.
9. Curing Material - Hunts process MD7C. 'Lithochrome' color wax for color conditioned concrete by L.M. Scofield, in matching color of concrete as indicated on the drawings.
10. Color Conditioned Concrete - 'Chromix' admixtures for integral colored concrete by L.M. Scofield Company.
11. Dust-On Color - 'Lithochrome' color hardener by L.M. Scofield Company.
12. Surface Retardant - 'Lithotex' top surface retarder as manufactured by L.M. Scofield Company, or 'Sika' surface retardant or 'Rugosol' as manufactured by Sika Corporation.

- B. Subgrade
1. Grade all subgrades to a uniform depth and compaction. Moisten all subgrades prior to pouring of concrete.
2. Cut all footings in undisturbed or compacted soil.
3. Place sand or aggregate base as shown on the drawings and as specified by a Soils Engineer.
- C. Forms
1. Use only finished lumber. Set all forms true to grade and position.
2. Moisten all forms prior to pouring of concrete or use approved form release agents.
- D. Expansion Joints
1. Place expansion joints in concrete at intersection of concrete and fixed structures, i.e., garage, walls, base of steps, pool bond beam as indicated on the drawings.
2. Place control joint in concrete not to exceed a horizontal spacing as specified by a soils engineer.
3. Place construction joints in concrete where casting on concrete is to be stopped and subsequent casting is to be started.

- E. Concrete
1. Class A concrete shall contain not less than 5 sacks of cement per cubic yard and be proportioned to attain a maximum cylinder strength of 2,000 PSI in 28 days. Compressive strengths are to be determined in accordance with ASTM C-39. The slump shall not exceed 4".
2. Concrete mixing - All transit mixed concrete shall be mixed and delivered in accordance with the requirement of Standard Specifications for ready mixed concrete ASTM C-94.

- F. Concrete Finishing
1. Broom Finish - Tamp fresh concrete with heavy metal grid. Screed with straight edge to remove all irregularities. Float to a smooth surface, steel trowel, and edge to an even hard surface. Score as indicated on drawings. Use a new manila hemp bristle broom. Brush markings on slab in uniform fashion as shown on the drawings.
2. Rock Salt Finish - Tamp fresh concrete with heavy metal grid. Screed with straight edge to remove all irregularities. Float to a smooth surface, steel trowel and edge to an even hard surface. Score as indicated on drawings. Hand broadcast rock salt in even distribution and tamp in. Wash off concrete with enough pressure to dissolve rock salt after concrete has set.
3. Pea Rock Retarded Finish - Tamp fresh concrete with heavy metal grid. Screed with straight edge to remove all irregularities. Float to a smooth surface, steel trowel and edge to an even hard surface. Apply surface retardant to finished surface, prior to initial set per manufacturer's recommendations, L.M. Scofield, using sprayer, providing even distribution. Reveal aggregate by using water jet and coarse fiber brush to remove retardant paste from surface, washing thoroughly until surface is clean and exposure is complete and uniform.

4. Hand Seeded Aggregate Finish - Tamp fresh concrete with heavy metal grid. Screed with straight edge to remove all irregularities. Float to a smooth surface. Hand seed surface in uniform fashion over entire area keeping stone 1/2" minimum from edges and expansion joints. Tamp aggregate to a uniform depth below concrete surface.
5. Stamped Concrete - Tamp fresh concrete with heavy metal grid. Screed with straight edge to remove all irregularities. Float to a smooth surface. Apply color hardener 'Lithochrome' by L.M. Scofield by the dry shake method using a minimum of 60 pounds per 100 square feet. Apply in 2 or more shakes and float after each shake. Trowel only after final floating while concrete is still plastic using imprinting tools to make pattern as shown on the drawings. Apply color curing compound 'Lithochrome' color wax by L.M. Scofield Company using roller or sprayer. If 'Bomacron' type surface is shown on drawings, a release agent must be applied prior to texturing the concrete. Color curing compound may be optional, as indicated on the drawings.

6. Sand Finish - Tamp fresh concrete with heavy metal grid. Screed with straight edge to remove all irregularities. Float to a smooth surface, steel trowel and edge to an even hard surface. Prior to set, lightly sponge surface to reveal small surface fines while not exposing aggregate. Alternate method, after initial set, surface to be washed with a diluted solution of muriatic acid and water, and brushed to reveal surface lines. Surface must be continuously wet to avoid acid burn.

- G. Clean-Up
1. Upon completion of work, remove all forms, debris, material and tools from site.

- V. BLOCK MASONRY
- A. Materials
1. Slump block units meeting grade A, ASTM C-90, concrete block units Grade A, ASTM C-90.
2. Cement - Standard Portland Cement ASTM designation C-150 Type I or II, low alkali.
3. Sand - Clean, well graded ASTM designation C-144.
- Scope of Work - Provide all labor, materials, tools, equipment, transportation and necessary incidentals for the completion of all block masonry as shown on the drawings, including but not limited to the following:
4. Water - Water used shall be of potable quality.
5. Steel - Reinforced steel for wall to be Grade 40 deformed bars ASTM designation A-165.
6. Concrete - Class A concrete minimum 2,000 PSI at 28 days.
7. Mortar - by volume, freshly prepared, uniformly mixed in ratio 1 part cement, 1/2 part lime putty, 4-1/4 parts sand, conforming to ASTM C-270. Omit lime putty if plastic cement is used.
8. Grout - by volume freshly prepared, uniformly mixed 1 part cement, 3 parts sand, 2 parts pea gravel.

1. Lay all masonry straight and true to line with vertical joints plumb over each other. Horizontal joints shall be level. Headers and corner units to show finished faces where exposed. Joints and bond pattern to be as shown on the drawings.
- C. Reinforcing
1. All bars in masonry shall be lapped a minimum of 40 bar diameters. Dowels for walls and columns to be same size as wall reinforcing. Refer to Structural Engineer's specifications for all steel sizes and locations.
- D. Cutting of Masonry
1. No cutting of masonry units shall be allowed unless shown on the drawings.
- E. Grouting of Masonry
1. Grout all cells with vertical steel solid as shown on the drawings.
2. Grout all cells below grade solid.
3. Provide minimum 3/4" between steel reinforcing and blocks.

- F. Weepholes
1. Open joint weep holes at 32" O.C. maximum on bottom course of retaining walls with 1 cubic foot gravel if shown on drawings or approved drainage system per Structural Engineer's specifications.
- G. Expansion Joints
1. Provide vertical expansion joints in wall per local code and Structural Engineer's specifications.
- H. Waterproofing
1. Waterproof all retaining walls below grade with asphalt emulsion, 2 coats.
- I. Cleaning
1. Clean all masonry work, remove all mortar stains.
2. Upon completion of work, remove all mortar droppings, debris, materials and tools from site.

- VI. BRICK MASONRY
- Scope of Work - Provide all labor, materials, tools, equipment, transportation and necessary incidentals for the completion of all brick or stone masonry as shown on the drawings, including but not limited to the following:

- A. Materials
1. Brick or stone conforming to ASTM A-62 grade MW as shown on the drawings.
2. Cement - Standard Portland Cement ASTM designation C-150, Type II, III, or V low alkali single brand throughout. Refer to Soils Engineer's report for recommendations.
3. Sand - Clean, well graded ASTM designation C-144.
4. Water - Water used shall be of potable quality.
5. Steel - Reinforced steel for walls to be Grade 40 deformed bars ASTM designation A-165.
6. Mortar - by volume, freshly prepared, uniformly mixed in ratio 1 part cement, 1/2 part lime putty, 3 parts sand, conforming to ASTM C-270. Omit lime putty if plastic cement is used.
7. Grout - by volume, freshly prepared, uniformly mixed in ratio 1 part cement, 3 parts sand or 1 part cement, 3 parts sand and 2 parts pea gravel.
- B. Laying of Brick
1. Lay all masonry straight and true to line with brick vertical joints plumb over each other. Horizontal joints shall be level. Headers and corner units to show finished faces where exposed. Joints and bond pattern to be as shown on the drawings.
- C. Reinforcing
1. All bars in masonry shall be lapped a minimum of 40 bar diameters. Dowels for walls and columns to be same size as wall reinforcing. Refer to Structural Engineer's specifications for all steel sizes and locations.
- D. Cutting of Masonry
1. Use masonry saw for brick cuts unless specified otherwise. Bricks cut less than 1/2 length shall not be used. Stone to be cut with chisel and hammer.
- E. Grouting of Masonry
1. Grout core walls solid as shown on the drawings.
2. Provide minimum of 2-1/2" grout space between double brick walls. Provide minimum 3/4" between steel reinforcing and brick.
- H. Waterproofing
1. Waterproof all retaining walls below grade with asphalt emulsion, or other as specified by Soils Engineer.
- I. Cleaning and Sealing
1. Clean all masonry work. Remove all mortar stains. Remove alkali with solution of muriatic acid and water. Apply clear sealer to exposed surfaces if shown on the drawings.
2. Upon completion of work, remove all mortar droppings, debris, materials and tools from site.

- Scope of work - Provide all labor, materials, tools, equipment, transportation and necessary incidentals for completion of all carpentry as shown on the drawings, including but not limited to the following:

- VII. CARPENTRY
- A. Materials
1. Wood - rough sawn, resawn, surfaced 4 sides where shown on the drawings, straight, sound, free from marks, pin head knots, sap pockets, slivers, and checks. Select grade or better where shown on the drawings.
2. Douglas Fir, Redwood, Western Red Cedar or as shown on the drawings.
3. Posts, Plates and other at-grade connections to be Redwood, Western Red Cedar or pressure treated Douglas Fir as shown on the drawings.
4. Hardware - column bases - 'Simpson Strong Tie' or equal. Post caps and strap ties - 'Simpson Strong Tie' or equal. Joist hangers and heavy angles - 'Simpson Strong Tie' or equal. Screws, hinges, nails, bolts, and washers. All hardware material to be galvanized.
5. Stain and paint - as selected and shown on drawings.
6. Concrete - Class A minimum 2,000 PSI at 28 days.
- B. Rough Carpentry
1. Set all posts, beams, rails and framing plumb and true to line as shown on the drawings.

2. Connections - make all connections as shown on the drawings.Splice lumber at posts only. Utilize all nail and/or bolt holes for all hardware.
3. Ease all top edges of exposed lumber for bench tops, low walls, etc., where surface contact is provided.
4. Post base - set post column base as shown on drawings, providing minimum 1" clear all sides from finished post base to top of paving.
5. Countersink nails and bolts in all locations where surface contact is provided, i.e., bench top etc.

- C. Painting and Stain
1. Fill all seams and cracks with Latex caulk and/or wood dough to insure an even surface.
2. Sand smooth all exposed surfaces is specified as S4S.
3. Prime all painted surfaces with one coat primer.
4. Paint with minimum two finish coats for painted surfaces.
5. Stain with minimum two finish coats for stain surfaces.
- D. Protection and Cleanup
1. Protect all existing work from paint overspray.
2. Upon completion of work, remove all scrap wood, debris, materials and tools from site.

- VIII. METAL WORK
- Scope of Work - Provide all labor, materials, tools, equipment, transportation and necessary incidentals for completion of all metal work where shown on the drawings, including but not limited to the following:

- A. Materials
1. Steel tubing in sizes shown on the drawings ASTM designation 500 and/or hand forged, cold rolled wrought iron in sizes as shown on the drawings.
2. Hardware - hinges, latches, bolts, washers, screws, etc., to be heavy duty.
3. Concrete - Class A concrete minimum 2,000 PSI at 28 days and/or 'Por-Rock' as shown on the drawings.
4. Paint - Zinc Chromate primer, 'Rustoleum' finish surface coats or equal. 'Metalizing' or galvanizing or powder coating if shown on the drawings.

- B. Fabrication and Installation
1. Contractor shall make all measurement for fabrication in field prior to starting work.
2. Horizontal bars to taper with grade or step with grade as shown on the drawings. Vertical bars to be plumb.
- C. Welding
1. Welding to comply with the requirements of standard code for ARC and gas welding.
2. Weld to only clean, rust-free surface.
3. All welds to be continuous and free of cracks, craters and porosity. Tack welds not acceptable.
4. Grind smooth all exposed welds, match adjoining surfaces.
5. Plug all open ends and tops, and weld.

- D. Painting
1. Prime all metal work with one coat Zinc Chromate primer.
2. Paint all metal work with 2 coats 'Rustoleum' in semi-gloss or flat as shown on the drawings. Paint to be 4 mils minimum dry thickness each.
3. Prime and paint per above, all field welds.
- E. Protection and Cleanup
1. Protect all existing work from paint overspray.
2. Obtain Fire permit where required for on-site welding.
3. Upon completion of work, remove all scrap iron, debris, materials and tools from site.

- VIII. LANDSCAPE LIGHTING
- Scope of Work - Provide all labor, materials, tools, equipment, transportation and necessary incidentals for completion of all landscape lighting where shown on the drawings, including but not limited to the following:

- A. Materials
1. Lighting fixtures - Landscape up-lights, pole mounted fixtures, wall mounted fixtures, and low voltage lighting as shown on the drawings and fixture schedule.
2. Conduit - Schedule 40 or better per local electrical code, wire and sizes per drawing and schedules and/or non-metallic direct burial sheathed cable as shown on the drawings.
3. Panels, breakers, meters, electrical service pedestals, time switches, photo cells and related hardware as shown the drawings.
4. Concrete - Class A concrete minimum 2,000 PSI at 28 days.
- B. Lighting Fixture Installation
1. Provide all lighting fixtures with Underwriters Laboratories labeling and where exposed to weather 'damp area' labeling. Provide all fixtures, poles, etc. with permanent level or perpendicular support and guarantee to stay in alignment for a period of one year minimum. Posts to be direct burial or mounted to template base, all as shown on drawings and fixture schedules.

- C. Underground Distribution
1. Provide plastic conduit and conductors in utility trenches per local code. The use of non metallic sheathed cable rated for underground use is approved (if allowed by local authority if suitably protected (i.e. in a trench with other piping with a concrete 3" cap or with buried Redwood planking.
- D. Distribution Panel, Pedestal
1. Provide panels, breakers, electrical service pedestals as shown on the drawings complete with time switches, photo cells and related hardware as required.



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DATE	REVISION						

OWNER:	PROJECT:
LENNAR HOMES 1665 W ALAMEDA DR., SUITE 130 TEMPE, ARIZONA 85282 (480) 345-0077	HERITAGE ASANTE ASANTE BLVD. PHASE 1B SURPRISE, AZ LANDSCAPE PLANS

SHEET DESCRIPTION	
CONSTRUCTION SPECIFICATIONS	
DESIGNED	SMP
DRAWN	SMP
CHECKED	SMP
DATE	02-04-19
JOB NO.	110729
CAD FILE	729_CS
SHEET NUMBER	
LS-01	
07 OF 08	

I. GENERAL SITE PLANNING

The Owner shall have a soil analysis made after completion of the rough grading. The Contractor shall incorporate all soil amendments and fertilizers prescribed herein. The soil preparation specified below shall be adjusted according to the analysis, after approval from landscape architect.

A. Weed Control for Lawn, Shrub & Ground Cover Areas (Except Slopes)

- 1. Remove all existing weeds from surface. Remove all roots of Bermuda-Johnson Grass, etc. and dispose of off site.
- 2. Install irrigation.
- 3. Fertilize all shrub/ground cover areas. Apply 10 lbs. of 16-20-0 commercial fertilizer per 1,000 sq. ft. or as directed by soils report.
- 4. Water all shrub/ground cover areas for three (3) weeks to germinate weed seeds. Apply water at low rate to avoid erosion.
- 5. Licensed applicator shall apply systemic weed killer to all planting areas per manufacturer's specifications.

B. Soil Preparation & Finish Grading

- 1. Rough grade: Site to be received by Landscape Contractor to within 1/10 foot plus or minus by owner based upon Civil Engineer's grading plan.
- 2. Finish grade: Finish grading to consist of grading, raking and hand work necessary to achieve desired contour and flow line patterns, based upon Civil Engineer's plans, resulting in evenly finished surfaces free of debris and litter.
- 3. Spread over all lawn, shrub and ground cover areas, amendments and fertilizer prescribed in soils report. Thoroughly mix into soil to depth of 6" or more and fine grade. Shape mounds as shown on plans. Contractor to import soil necessary to attain design grades and berms, all import soil shall be free of weeds, debris, and have balanced Ph. Smooth and even grading without depressions or high spots, to provide smooth and even surfaces for proper drainage. Final grade shall be 1" below walk/top of curb. Remove from the site all stones over 2" in size.

C. Planting

Plant trees, shrubs and ground cover as called for where indicated on Planting Plan and as detailed on Planting Detail sheet.

Substitutions of plants will not be accepted unless approved by Landscape Architect.

1. Ground Cover - Flats and/or Cuttings

All plant materials specified as rooted cuttings or flat stock on Planting Plan shall remain in the flats until time of transplanting. The flat soil shall contain sufficient moisture so that soil does not fall apart when lifting plant from flat. Ground cover plants shall not allowed to dry out before or while being planted. Roots shall not be exposed to the air except while actually being planted. Wilted plants will not be accepted. At the time of planting, the soil around each plant shall be firmed sufficiently to force out air pockets. Plants to be planted in triangular spacing as specified O.C. (On Center). All cuttings shall be minimum of 6" long. Install plants in 6" X 6" planting pits. Water immediately after each planting until one inch of water penetration is obtained. Care shall be exercised at all times to protect the plants after planting. Any damage to plants by trampling or other operations of this contract shall be repaired immediately.

2. Shrub & Trees

Plant all container-grown plants in planting pits, two (2) times wider and two (2) times deeper than the container, as directed on Planting Detail sheet. Thoroughly mix 1/3 organic backfill (Nitrolized Redwood Shavings or equal) and the amendments specified in the soils analysis with the site soil, prior to backfilling of planting pits. Install Plant Tablets, per the manufacturer's instructions and as detailed on Planting Detail Sheet. Contractor shall construct basins around all trees not in lawn areas; basins shall not exceed top of root ball crown.

3. Top Dressing

Top dress all ground cover and shrub areas with 2" thick layer of OGC (Organic Ground Cover), to be specified on all planting plans.

4. Staking

Stake all trees as detailed on Planting Detail Sheet.

D. Special Backfill Mixes

- 1. Azaleas - Use 80% coarse Peat Moss, and 20% clean top soil.
- 2. Camellias & Ferns - Use 50% Peat Moss, 25% Forest Humus and 25% Site Soil
- 3. Pots and Planters - Use Kellogg's Indoor Planter Mix.

E. Sod - See Planting Details Sheet for sod type.

- 1. Areas shall have a smooth and continual grade between existing or fixed controls, such as: walks, curbs, catch basins. Roll, scarify, rake and level as necessary to obtain true, even soil structure.
- 2. Apply fertilizers as specified on Planting Detail Sheet and mix into the soil.
- 3. Sod shall be installed the same day it is delivered. Sod shall not be left on pallets in the hot sun. Contractor shall be responsible for any and all damage to sod not installed on day of delivery.
- 4. Unroll sod carefully and place in staggered pattern of strips. Sod shall be installed against adjacent strips to eliminate joints and edges.
- 5. Trim sod to conform to lawn shapes designated in the Planting Plan.
- 6. After sod is laid, it shall be irrigated thoroughly to provide moisture penetration to at least 6" into prepared soil.
- 7. All sod in sodded areas shall be handled and laid in a high standard workmanship manner. All ends, joints, and cuts shall fit tightly so that there are no voids and the final appearance is one of a continuous lawn. Sections of sod less than 18" long or 9" wide shall not be used.
- 8. No sod area will be accepted until approved by the Landscape Architect.

F. Hydroseed Turf

Hydroseed all areas designated as 'Hydroseeded Turf'. See Planting Detail Sheet for type and quality of seed mix, fertilizer and additional amendments.

1. Application

a. Equipment: Hydraulic equipment used for the application of the fertilizer, seed, and fiber pulp, shall be of the 'Super Hydro-Seeder' type as approved by the Landscape Architect. This equipment shall have a built-in agitator system and operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry containing not less than 40 lbs. of fiber mulch plus a combination of 7 lbs. fertilizer solids for each 100 gallons of water. The slurry distribution lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic spray nozzles which shall place the slurry tank and spray nozzle within sufficient proximity to be seeded.

b. Preparation: The slurry preparation shall take place at the site of work and shall begin by adding water to the tank when the engine is at half throttle. When the water level has reached the heights of the agitator shaft, good circulation shall be established and at this time the seed shall be added. Fertilizer shall then be added, followed by fiber mulch. The fiber mulch shall be added to the mixture after the seed and when the tank is at least one-third filled with water. All fiber mulch shall be added by the time the tank is two-thirds to three-fourths full. Spraying shall commence immediately when tank is full.

c. Application: Apply hydro-mulch in the form of a slurry consisting of wood cellulose fiber, seed, chemical additives, commercial fertilizer and water. When hydraulically sprayed on the soil surge, the hydromulching shall form a blotter-like ground cover impregnated uniformly with seed and fertilizer and shall allow the absorption of moisture and rain fall and percolation to the underlying soil. Remove construction. Leave site broom-clean.

II. GENERAL SLOPE PLANTING

The Owner shall have a soil analysis made after completion of rough grading. The Contractor shall incorporate all soil amendments and fertilizers prescribed herein. The soil preparation specified below shall be adjusted accordingly to the analysis after approval from the landscape architect.

A. Planting Preparation

1. Slope Texturing

a. Cut Slopes: These surfaces shall be roughened in a horizontal direction following the contour of the slope. The roughened texture shall be made by hand raking or similar mechanical means.

b. Fill Slopes: These surfaces shall be compacted and finished and also roughened in a horizontal direction following the contour of the slope. The roughened texture shall be made by hand raking or similar mechanical means.

2. Weed Eradication Procedures

a. Manually remove all existing vegetation and dispose of it off-site.

b. Fertilize all planting areas with fertilizer based on Soil Labs recommendations. (See Planting Detail Sheet). Add any and all soil amendments as required, per the soil analysis. Begin watering process to activate fertilizer and additive chemicals.

c. Water all planting areas thoroughly and continuously for a period of two (2) consecutive weeks. The Landscape Architect shall approve specific watering duration and frequency program designed to germinate all residual weed seeds.

d. Discontinue watering process for two (2) days, then apply recommendation by licensed applicator, if perennial weeds appear on the slopes. If annual weeds appear use straight contact herbicide as per the pest control advisor's recommendations. No water shall be applied for a minimum of four (4) days following application of contact weed killer.

e. Allow sufficient period of time to insure that all weeds are dead.

f. Water all planting areas thoroughly and continuously for a period of three (3) weeks. A shorter watering period may be permissible at the discretion of the Landscape Architect and/or the pest control advisor. Discontinue the watering process for one (1) day prior to the second application of the herbicide spraying. Re-apply the spraying operation with a straight contact weed killer, as per the pest control advisor's recommendations. Allow a minimum of four (4) days without irrigation, for effective final weed kill.

g. Clear all desiccated weeds from the slopes to the finished grade.

h. Water all planting areas on the regular irrigation controller schedule for three (3) consecutive days prior to the hydroseeding operation.

i. Then allow planting area soil surface to dry out for one (1) day only, prior to the hydroseeding application. Care must be taken not to allow the soil surface to be super-saturated with water prior to the hydroseeding installation. At the same time, the soil surface should not be dry. There should be some residual moisture within the first 1/2" of soil surface.

j. Begin the hydroseeding operation in all areas, as specified.

3. Planting

Plant trees and shrubs as called out where indicated on Planting Plan and as detailed on Planting Detail Sheet. Substitutions of plants will not be accepted unless approved in writing by Landscape Architect. Install planting tablets as called for in legend. Plant all container grown plants in planting pits two (2) times wider and two (2) times deeper than the container. Thoroughly mix the specified materials found in the soil analysis and those specified in the Planting Detail Sheet, with the site soil, prior to backfilling of planting pits.

4. Planting Tablets (See Planting Detail Sheet)

5. Hydroseeding Specifications For Slope Areas

Hydroseed mix and mulch shall be amended to suit specific site conditions. Verify hydroseed mix with the Landscape Architect and Soils Report, upon results of the soil analysis. The mix shall be applied to all slope areas directly after the installation of all plant materials as final dressing. See Planting Detail Sheet for type and quantity of seed mix, fertilizer, and additional amendments.

6. Application

Refer to Hydroseed Lawn Notes for hydroseed application.

III. GENERAL NOTES

A. Clean-Up

- 1. After all installation operations have been completed, remove all rubbish, excess soil, empty plant container and trash from the site daily. All scars, ruts or other marks in the area caused by this work shall be repaired and the groundleft in a neat, orderly condition. Leave site in broom-clean condition at the end of each working day. Hose down all paved areas, including walks and patios, upon completion of all work.

B. Maintenance

- 1. The Contractor shall maintain during installation a sufficient number of men and adequate equipment to perform the work herein specified. Plant maintenance work shall consist of applying water, weeding, caring of plants, including ground covers, shrubs, vines and trees, edging and mowing lawns, fertilizing, control of pests and diseases, and maintaining walks free of debris and dirt. Upon completion of each area of installation, the Contractor, Landscape Architect and Owner shall conduct an inspection of completed area, along with the Owner's maintenance representative. At this time, a list of corrections, if any, shall be made which are the responsibility of the Contractor.
- 2. After all work has been completed, inspected and accepted, all areas will be maintained for a period of ninety (90) calendar days or as long as is necessary to establish thriving trees, shrubs, turf, and ground cover without bare spots.
- 3. Keep all areas weed-free, adequately watered, and neatly cultivated for the ninety (90) day period. Remove all debris from site and keep the entire site broom-clean. Mow turf areas weekly. Hydroseeded turf areas shall be irrigated after the slurry mulch has been applied and allowed to set for one (1) day. The soil surface must be kept moist at all times during the germination period to avoid desiccation of seedlings.
- 4. Re-seed all bare spots in turf areas at two (2) week intervals and maintain until an even stand of turf, without bare spots, is obtained. Re-seed all slope areas that fail to germinate evenly. Repair all eroded surfaces at no cost to the Owner.
- 5. Damage to any planted area shall be repaired immediately. Depressions caused by vehicles or foot traffic shall be filled with topsoil, leveled and replanted. Exterminate gophers, moles and repair damage.
- 6. The project shall be so cared for that a neat, clean condition will be presented at all times to the satisfaction of the Owner and Landscape Architect. The Landscape Contractor shall be expected to make a minimum of one weekly visit for maintenance purposes.
- 7. At the end of the maintenance period, all areas that have been planted shall be fertilized with commercial fertilizer, analysis and rate of application shall be per the soils report.
- 8. The Contractor shall request a final site visit seven (7) days prior to the end of the maintenance period. This request shall be written and directed to the Owner and the Landscape Architect. Upon written acceptance of the project, the Contractor shall be relieved of any further maintenance.

C. Guarantee

All turf, hand-planted and hydroseeded ground cover, and shrubs shall be guaranteed to live and grow to a period of ninety (90) days after installation and acceptance by the Owner. Trees shall be guaranteed for one year. Any material that fails to grow through the specified maintenance and guarantee period shall be replaced by the Contractor at no cost to the Owner.

D. Observation

- 1. Observation visits specified herein shall be made by the Landscape Architect or his representative. The Contractor shall request observation at least two (2) working days in advance of the time that the observation is requested.
- 2. Observation visits are suggested for the following parts of the work:
 - a. Upon completion of grading and soil conditioning prior to planting.
 - b. When trees are spotted for planting, but before planting holes are excavated.
 - c. Written acceptance of the project to release the Contractor from further maintenance shall occur after Final Observation with the Owner or his representative at the end of the maintenance period.

E. Verification of Dimensions

- 1. All scaled dimensions are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately notify the Landscape Architect of any discrepancy between the drawings and/or specifications and actual conditions. No work shall be done in any area where there is such a discrepancy until approval for same has been given by the Landscape Architect.

F. Utilities

- 1. The Contractor shall be responsible for verifying the location of all underground utility lines prior to any construction, so that proper precautions may be taken not to damage such lines and plant locations, promptly notify the Landscape Architect who will arrange for relocation of one or the other. Failure to follow this procedure places upon the Contractor the responsibility for, at his own expense, making any and all repairs for damages resulting from his work.

G. Existing Trees

- 1. Contractor is to insure the preservation of any existing trees on the site. Damage or loss of these trees will result in replacement of equal size by the Landscape Contractor.

H. See Planting Detail Sheet for additional notes.



SUMMERS/MURPHY & PARTNERS, INC.
7114 STETSON DRIVE, STE 350
SCOTTSDALE, ARIZONA 85251
(480) 291-9240



These drawings and/or the accompanying specifications are the exclusive property of Summers/Murphy & Partners, Inc. and their use and publication shall be restricted to the original site for which they were prepared. Re-use, reproduction or publication by any method, in whole or part, is prohibited except by written permission from Summers/Murphy & Partners, Inc.

DATE	REVISION

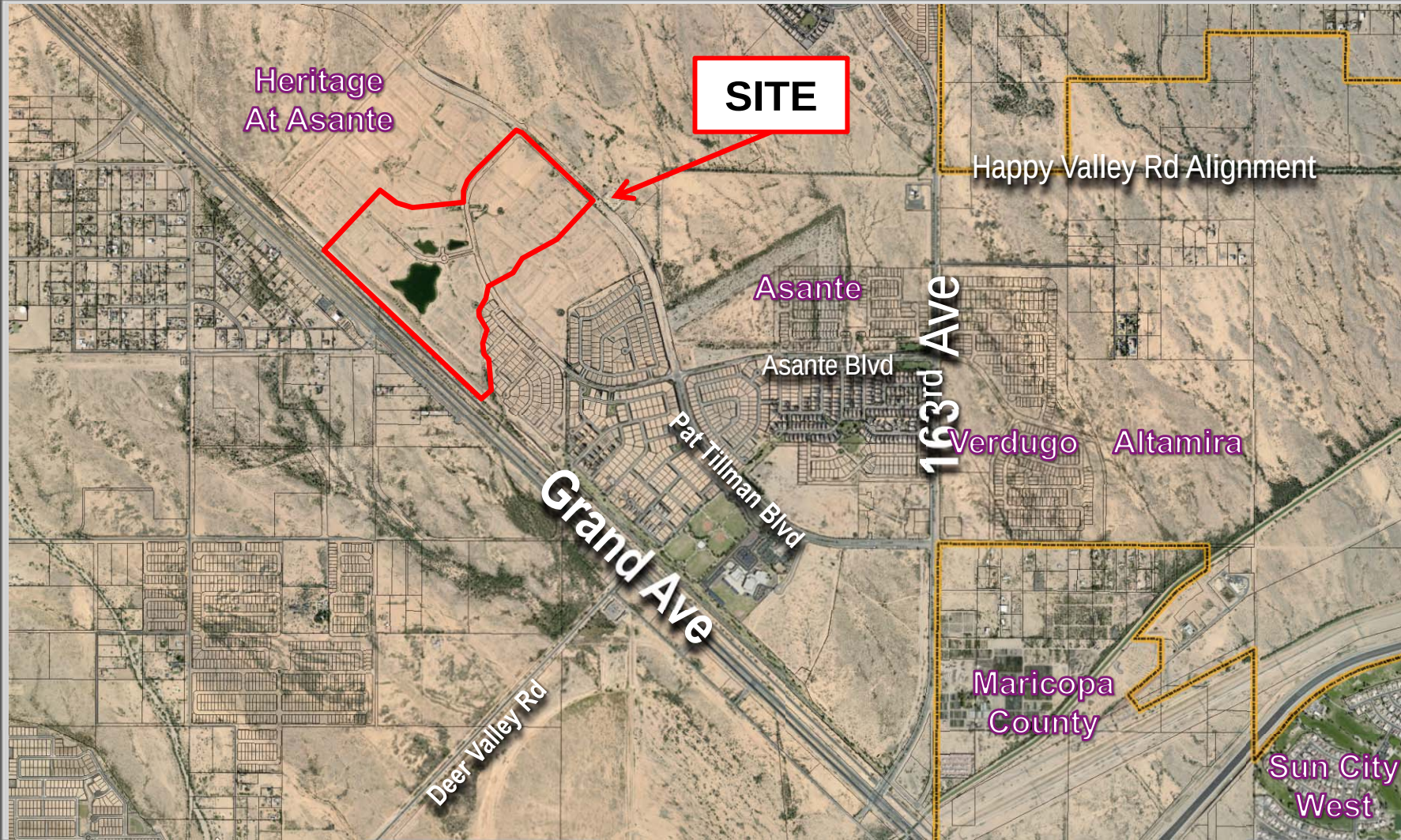
PROJECT:	OWNER:
HERITAGE ASANTE ASANTE BLVD. PHASE 1B SURPRISE, AZ LANDSCAPE PLANS	LENNAR HOMES 1665 W ALAMEDA DR., SUITE 130 TEMPE, ARIZONA 85282 (480) 345-0077

SHEET DESCRIPTION	
PLANTING SPECIFICATIONS	
DESIGNED	SMP
DRAWN	SMP
CHECKED	SMP
DATE	02-04-19
JOB NO.	110729
CAD FILE	729_LP
SHEET NUMBER	
LS-02	
08 OF 08	

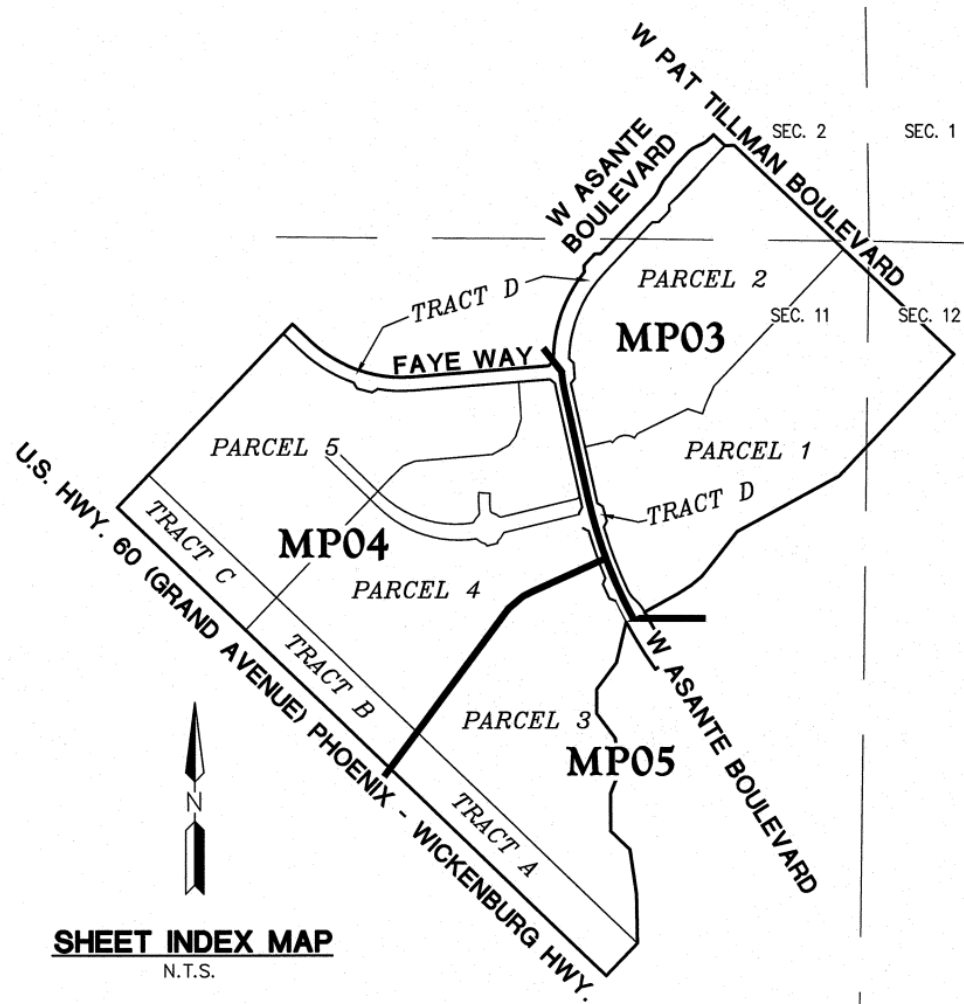


Paradiso Asante Phase 1 Master Plat

City Council
April 02, 2019



VICINITY MAP



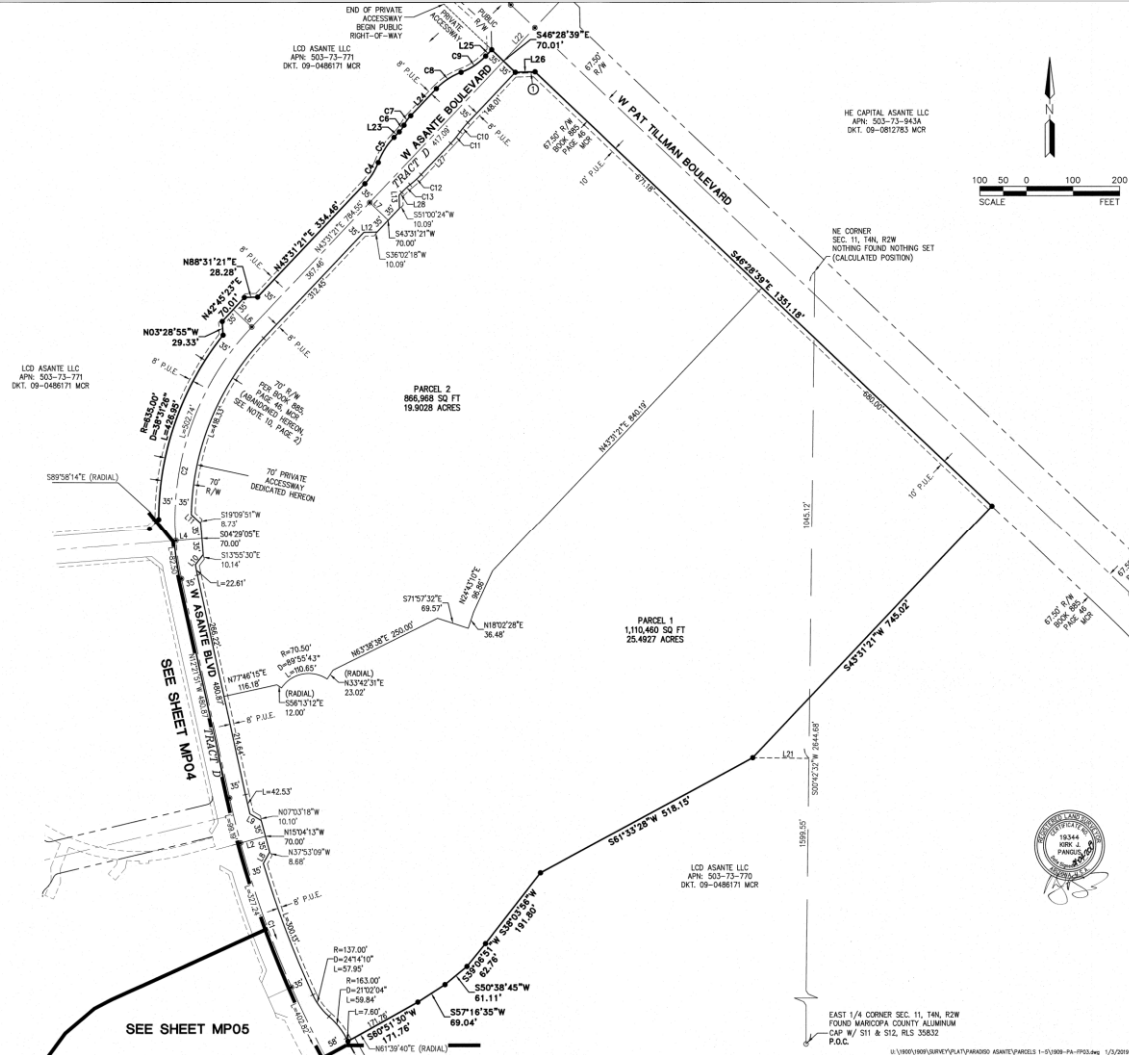
PLAT

LEGEND

- FOUND 1/2" REBAR W/CAP, RLS
19344 OR AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/CAP, RLS
19344 OR AS NOTED
- BRASS CAP, FLUSH PER MAG STD.
D.L. 120-1 TYPE B
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- MOR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- 30'X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

LINE NO.	DIRECTION	LENGTH
L2	S74°55'37"W	55.30'
L4	N85°29'58"E	56.11'
L6	S46°28'39"E	54.53'
L7	S46°19'36"W	55.07'
L8	N29°18'09"E	27.98'
L9	S59°26'41"E	27.98'
L10	N38°11'09"E	27.21'
L11	S47°01'17"E	27.20'
L12	N88°31'21"E	28.28'
L13	N01°28'39"W	28.28'
L21	N89°17'28"W	120.42'
L22	N43°31'21"E	97.50'
L23	N43°31'21"E	16.30'
L24	N43°31'21"E	79.93'
L25	N43°31'21"E	18.74'
L26	N88°31'21"E	42.43'
L27	S43°31'21"W	92.08'
L28	S43°31'21"W	8.07'

CURVE NO.	RADIUS	DELTA	LENGTH
C2	600.00'	50°51'11"	385.24'
C4	137.00'	22°34'54"	53.99'
C5	183.00'	22°34'54"	64.24'
C6	62.00'	16°53'37"	17.60'
C7	88.00'	16°53'37"	24.97'
C8	138.00'	26°33'00"	63.95'
C9	137.00'	26°33'00"	63.48'
C10	187.00'	7°58'08"	25.98'
C11	228.00'	7°57'41"	31.68'
C12	228.00'	8°06'35"	32.27'
C13	172.00'	8°06'35"	24.34'



PLAT

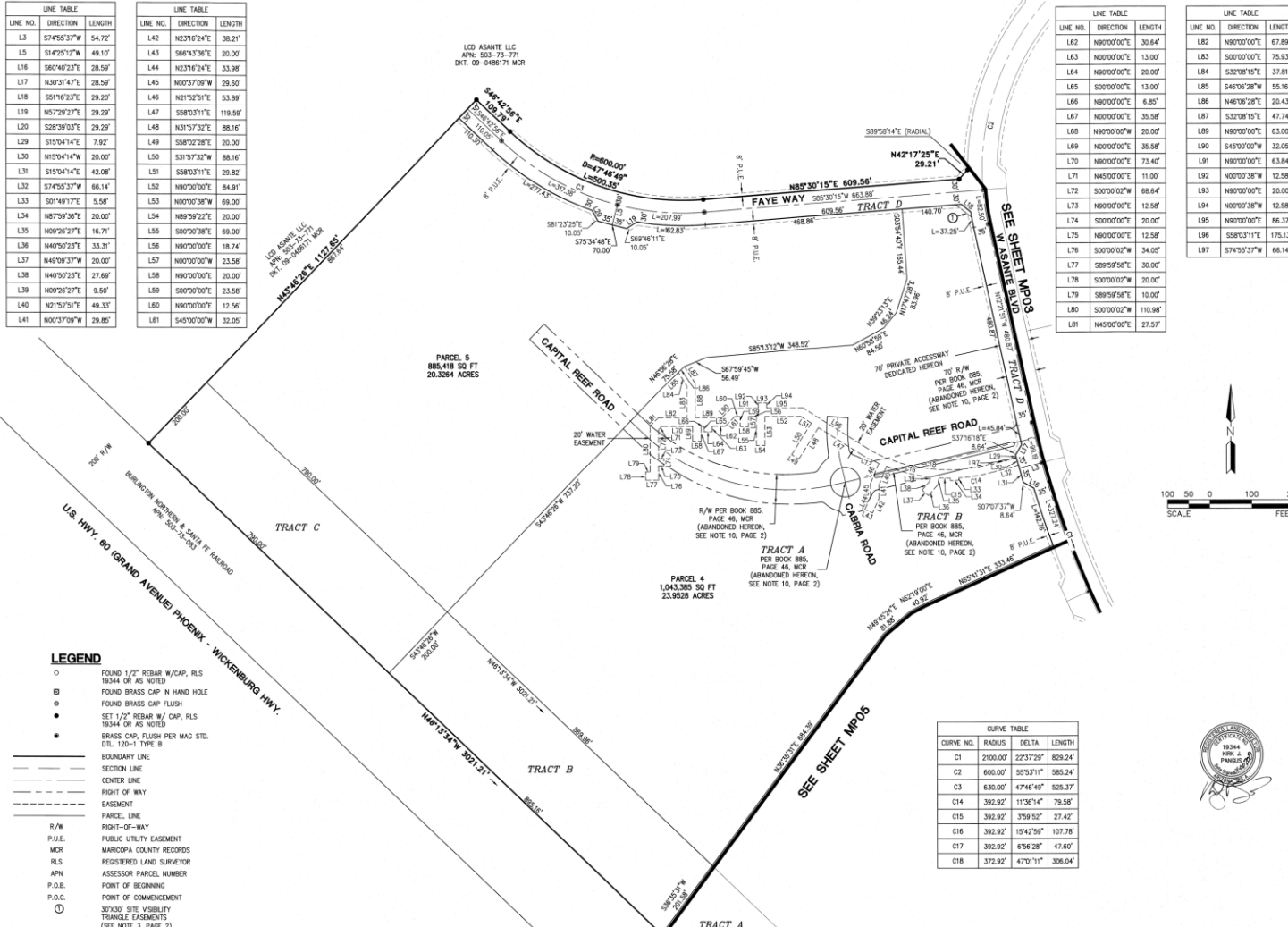
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L3	S74°50'37"W	54.72'
L5	S14°25'12"W	49.10'
L16	S60°40'23"E	28.59'
L17	N30°31'47"E	28.59'
L18	S51°16'23"E	29.20'
L19	N0°72'27"E	29.29'
L20	S28°39'03"E	29.29'
L29	S15°34'14"W	7.92'
L30	N15°34'14"W	20.00'
L31	S15°34'14"W	42.08'
L32	S74°50'37"W	66.14'
L33	S01°49'17"E	5.58'
L34	N87°59'36"E	20.00'
L35	N09°26'37"E	16.71'
L36	N40°50'23"E	33.31'
L37	N49°09'37"W	20.00'
L38	N40°50'23"E	27.69'
L39	N09°26'27"E	9.50'
L40	N21°52'51"E	49.33'
L41	N00°37'09"W	29.85'

LINE NO.	DIRECTION	LENGTH
L42	N23°16'24"E	38.21'
L43	S68°43'36"E	20.00'
L44	N23°16'24"E	33.98'
L45	N00°37'09"W	29.60'
L46	N21°52'51"E	53.89'
L47	S58°03'11"E	119.58'
L48	N31°57'32"E	88.16'
L49	S58°02'28"E	20.00'
L50	S31°57'32"W	88.16'
L51	S58°03'11"E	29.82'
L52	N90°00'00"E	84.91'
L53	N00°00'36"W	69.00'
L54	N89°59'22"E	20.00'
L55	N00°00'36"E	69.00'
L56	N90°00'00"E	18.74'
L57	N00°00'00"E	23.56'
L58	N90°00'00"E	20.00'
L59	S00°00'00"E	23.56'
L60	N90°00'00"E	12.56'
L61	S45°00'00"W	32.05'

LINE NO.	DIRECTION	LENGTH
L62	N90°00'00"E	30.64'
L63	N00°00'00"E	13.00'
L64	N90°00'00"E	20.00'
L65	S00°00'00"E	13.00'
L66	N90°00'00"E	6.85'
L67	N00°00'00"E	35.98'
L68	N90°00'00"W	20.00'
L69	N00°00'00"E	35.58'
L70	N90°00'00"E	73.40'
L71	N45°00'00"E	11.00'
L72	S00°00'00"W	68.64'
L73	N90°00'00"E	12.58'
L74	S00°00'00"E	20.00'
L75	N90°00'00"E	12.58'
L76	S00°00'00"W	34.05'
L77	S89°59'58"E	30.00'
L78	S00°00'00"W	20.00'
L79	S89°59'58"E	10.00'
L80	S00°00'00"W	110.98'
L81	N45°00'00"E	27.57'

LINE NO.	DIRECTION	LENGTH
L82	N90°00'00"E	67.89'
L83	S00°00'00"E	75.93'
L84	S33°08'19"E	37.81'
L85	S48°06'28"W	55.16'
L86	N48°06'28"E	20.43'
L87	S33°08'19"E	47.24'
L88	N90°00'00"E	63.00'
L89	S45°00'00"W	32.05'
L90	S45°00'00"W	63.84'
L91	N90°00'00"E	12.58'
L92	N00°00'36"W	12.58'
L93	N90°00'00"E	20.00'
L94	N00°00'36"W	12.58'
L95	N90°00'00"E	86.37'
L96	S58°03'11"E	175.13'
L97	S74°50'37"W	66.14'

PLAT



LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
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- 30°X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

CURVE NO.	RADIUS	DELTA	LENGTH
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C2	600.00'	50°53'11"	585.24'
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C14	392.92'	11°36'14"	79.58'
C15	392.92'	37°59'30"	27.42'
C16	392.92'	19°43'59"	103.78'
C17	392.92'	6°56'28"	47.60'
C18	372.92'	47°01'11"	308.04'



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SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 2, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: District 6

Staff Recommendations: None

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

Consideration and Action on accepting Warranty Deeds for Right of Way, and Easements for Drainage and Water lines from Surprise/Dysart Properties, LLC for roadway improvements along Litchfield and Sweetwater.

Motion:

I move to approve accepting Warranty Deeds for Right of Way, and Easements for Drainage and Water lines from Surprise/Dysart Properties, LLC.

Background:

The right of way and easements being dedicated are in association with the CIP Improvement project for Litchfield road P61450, that was approved as part of the FY2018 GO Bond Initiative.

Objective Analysis:

The City lacks sufficient ROW on the east side of Litchfield Road and south side of Sweetwater. Approval of this item will allow the City to complete the CIP project approved as part of the GO Bond Initiative.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

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 and water line is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Litchfield Drainage Easement
 2. Litchfield Warranty Deed
 3. Litchfield Water Line Easement
 4. Sweetwater Drainage Easement
 5. RW value for SurpriseDysart Properties property
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, AZ 85347

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

LITCHFIELD ROAD DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 23rd day of January 2019, by and between SURPRISE/DYSART PROPERTIES, LLC ("Grantor") and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantors are the fee title owners of a parcel of land in Maricopa County, Arizona located in Section 15, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantors and Grantors desire to grant to Grantee a perpetual, exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantors' property. The Easement Area is legally described in Exhibit "A".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantors hereby grant and convey to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area for drainage purposes. Grantors shall not erect or construct or permit to be erected or constructed any structure within the Easement Area, provided, however, Grantors shall have the right to construct and erect fences and walls, to install landscaping and to establish other uses which are not inconsistent with and do not unreasonably interfere with Grantee's use of the easement granted hereunder.
- 2. Restoration of Property. Grantee, its successors or assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and

restore any damage to the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area by Grantors pursuant to its rights reserved under paragraph 1 above resulting from such entry, work or use;

(b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantors harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither grantee nor any person or entity shall be obligated to indemnify or hold Grantors harmless from any claims, judgments, loss, cost or expense arising out of Grantors' grossly negligent act or willful misconduct.

3. **Runs With the Land.** The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantors, Grantee and their respective heirs, administrator, personal representatives, successors and assigns.
4. **Not a Public Dedication.** Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.
5. **Miscellaneous.** Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantors or the Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____

Name: _____

Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this day _____ of _____
_____ 2019, by _____
and _____, known by me as owners of the subject property.

Notary

501-38-005B
501-38-006A

ATTEST:

SURPRISE/DYSART PROPERTIES LLC,
an Arizona limited liability company

By: Hitoshi A. Nitta
Name: Hitoshi A. Nitta

Its: Manager

By: Robert Nitta
Name: ROBERT NITTA

Its: Manager

By: Kathleen Nitta
Name: KATHLEEN N NITTA
Its: Manager

STATE OF CALIFORNIA)

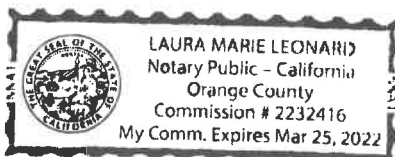
) ss:

COUNTY OF ORANGE)

On JANUARY 23, 201⁹, before me, LAURA LEONARD, Notary Public, personally appeared HITOSHI A NITTA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard
Signature of Notary Public

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss:
)

On JANUARY 23, 201⁹~~8~~, before me, LAURA LEONARD, Notary Public, personally appeared ROBERT NITTA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard
Signature of Notary Public

[Seal]

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss:
)

On JANUARY 23, 201⁹~~8~~, before me, LAURA LEONARD, Notary Public, personally appeared KATHLEEN ANITA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard
Signature of Notary Public

[Seal]

EXHIBIT "A"

DESCRIPTION

LITCHFIELD ROAD DRAINAGE EASEMENT

A portion of the southwest quarter of Section 15, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the West Quarter Corner of said Section 15 from which the Southwest Corner of said Section 15 lies South 00°13'57" East 2634.11 feet;

Thence along the east-west midsection line of said Section 15 South 89°23'52" East 55.00 feet;

Thence South 00°13'57" East 65.15 feet to the POINT OF BEGINNING;

Thence North 89°46'03" East 10.00 feet;

Thence North 00°13'57" West 5.00 feet;

Thence North 45°11'03" East 28.08 feet;

Thence South 89°23'56" East 5.00 feet;

Thence South 00°13'57" East 2539.19 feet to a point on the existing right of way line of Cactus Road as defined in Instrument 2007-354348, records of said County;

Thence along the north line of said existing right of way North 89°20'11" West 5.00 feet;

Thence along the northeast line of said existing right of way North 43°51'34" West 43.47 feet;

Thence North 00°13'57" West 2508.16 feet to the POINT OF BEGINNING.

Containing 87,955 square feet, or 2.0192 acres, more or less.

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

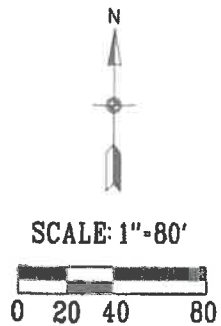
End of description



EXHIBIT "B"

W 1/4 COR SEC 15 T3N, R1W POC
 S00°13'57"E 65.15' (TIE LINE)
 S89°23'52"E 55.00' (TIE LINE)
 EAST-WEST MIDSECTION LINE (SWEETWATER ROAD ALIGNMENT)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°46'03"E	10.00'
L2	N00°13'57"W	5.00'
L3	N45°11'03"E	28.08'
L4	S89°23'56"E	5.00'
L5	N89°20'11"W	5.00'



SURPRISE/DYSART PROPERTIES LLC
 SPECIAL WARRANTY DEED 2004-1514922 M.C.R.

LEGEND

- POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 M.C.R. MARICOPA COUNTY RECORDER
 DRAINAGE EASEMENT AREA

AREA: 87,955 SQ. FT

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
 Linear unit: International foot
 Geodetic Datum: NAD 1983
 Projection type: Lambert Conformal Conic (single parallel)
 Latitude of origin: 33°15'00"N
 Central meridian: 112°15'00" W
 False northing: 1,500,000.000 ift
 False Easting: 2,500,000.000 ift
 Standard parallel scale: 1.000045 (exact)

LITCHFIELD ROAD
 S00°13'57"E 2634.11'
 N00°13'57"W 2508.16'
 S00°13'57"E 2539.19'
 N43°51'34"W 43.47'

SW COR SEC 15 T3N, R1W

L5
 EXISTING ROW QUIT CLAIM DEED 07-354348 M.C.R.

CACTUS ROAD



LITCHFIELD ROAD
 DRAINAGE EASEMENT



CITY OF SURPRISE
 LAND SURVEY DEPARTMENT

PROJECT # 17034

DRAWN BY RCD

DATE 01-03-19

SHEET 1 OF 1

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

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

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

SURPRISE/DYSART PROPERTIES, LLC, ("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTEE: City of Surprise, an Arizona
municipal corporation

By: _____
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

My commission expires:

Notary Public:

501-38-005
501-38-006A

ATTEST:

SURPRISE/DYSART PROPERTIES LLC,
an Arizona limited liability company

By: Hiroshi A. Nitta
Name: Hiroshi A. Nitta

Its: Manager

By: Robert Nitta
Name: ROBERT NITTA

Its: Manager

By: Kathleen Nitta
Name: KATHLEEN NITTA

Its: Manager

STATE OF CALIFORNIA)

) ss:

COUNTY OF ORANGE)

On JANUARY 23, 2019 before me, LAURA LEONARD, Notary Public,
personally appeared HITOSHI A NITTA, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard

Signature of Notary Public

SEAL

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss:
)

On JANUARY 23, 2019 before me, LAURA LEONARD, Notary Public, personally appeared ROBERT NITTA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard
Signature of Notary Public

[Seal]

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss:
)

On JANUARY 23, 2019 before me, LAURA LEONARD, Notary Public, personally appeared KATHLEEN ANITA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard
Signature of Notary Public

[Seal]

EXHIBIT "A"

DESCRIPTION

LITCHFIELD ROAD RIGHT OF WAY

A portion of the southwest quarter of Section 15, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest Corner of said Section 15 from which the West Quarter Corner of said Section 15 lies North 00°13'57" West 2634.11 feet;

Thence along the south line of said southwest quarter South 89°20'11" East 33.00 feet to the POINT OF BEGINNING;

Thence North 00°13'57" West 2634.14 feet to a point on the east-west midsection line of said Section 15;

Thence along said mid-section line South 89°23'52" East 57.00 feet;

Thence South 00°13'57" East 40.00 feet;

Thence North 89°23'56" West 5.00 feet;

Thence South 45°11'03" West 28.08 feet;

Thence South 00°13'57" East 5.00 feet;

Thence South 89°46'03" West 10.00 feet;

Thence South 00°13'57" East 2020.78 feet to the most northerly northeast corner of the existing right of way as defined in Instrument 2007-354348, records of said County;

Thence along the north line of said existing right of way line South 89°46'03" West 15.00 feet to the northwest corner of said existing right of way;

Thence along the west line of said existing right of way South 00°13'57" East 548.00 feet to the aforementioned south line;

Thence along said south line North 89°20'11" West 7.00 feet to the POINT OF BEGINNING.

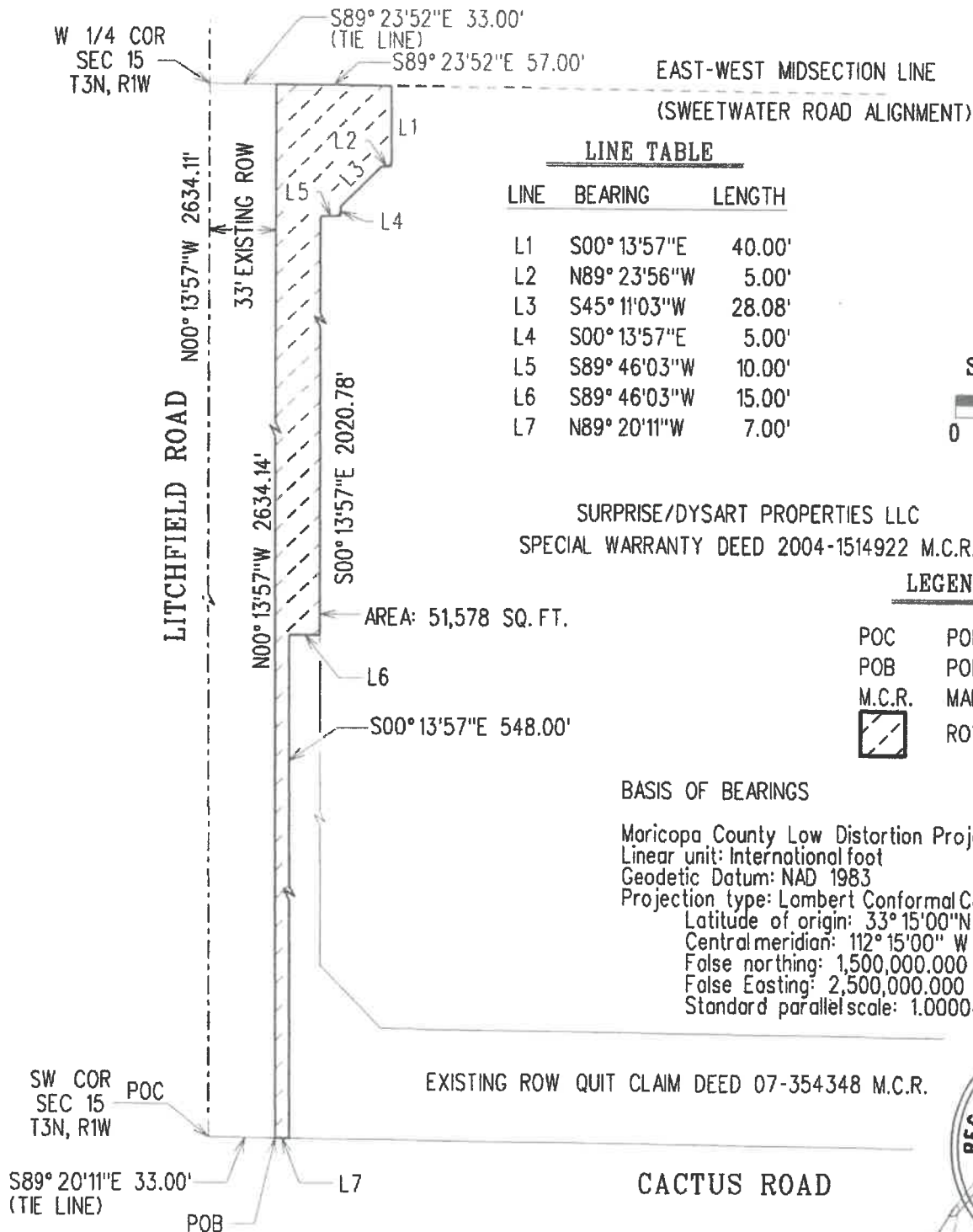
Containing 51,581 square feet or 1.1841 acres more or less.

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

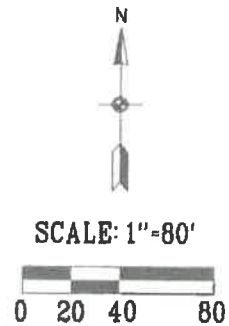
End of description



EXHIBIT "B"



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°13'57"E	40.00'
L2	N89°23'56"W	5.00'
L3	S45°11'03"W	28.08'
L4	S00°13'57"E	5.00'
L5	S89°46'03"W	10.00'
L6	S89°46'03"W	15.00'
L7	N89°20'11"W	7.00'



SURPRISE/DYSART PROPERTIES LLC
SPECIAL WARRANTY DEED 2004-1514922 M.C.R.

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
	ROW AREA

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°15'00" W
False northing: 1,500,000.000 ift
False Easting: 2,500,000.000 ift
Standard parallelscale: 1.000045 (exact)

EXISTING ROW QUIT CLAIM DEED 07-354348 M.C.R.



LITCHFIELD ROAD
ROW ACQUISITION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 17034

DRAWN BY RCD

DATE 01-03-19

SHEET 1 OF 1

WHEN RECORDED, RETURN TO:

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

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this 23rd day of JANUARY, 2019, by and between SURPRISE DYSART PROPERTIES LLC, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Deed #2004-1514922, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive water line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".
- C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:
 - a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the water line) for installation and maintenance of a water line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Water Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said water line.
 - b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold the Grantor harmless for, from and against any

claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

- c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.
- d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.
- e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.
- f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.
- g. Miscellaneous. Headings in this Water Line Easement are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Water Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Water Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Water Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement as of the date above-written.

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Its: Mayor

Attest:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by _____, known by me as the Mayor of the City of Surprise an
Arizona municipal corporation.

Notary Public

My Commission Expires:

501-38-005B
501-38-006A

ATTEST:

SURPRISE/DYSART PROPERTIES LLC,
an Arizona limited liability company

By: Hiroshi A. Nitta
Name: Hiroshi A. Nitta

Its: Manager

By: Robert Nitta
Name: ROBERT NITTA

Its: Manager

By: Kathleen N. Nitta
Name: KATHLEEN N. NITTA

Its: Manager

STATE OF CALIFORNIA)

) ss:

COUNTY OF ORANGE)

On JANUARY 23, 2019 before me, LAURA LEONARD, Notary Public, personally appeared HITOSHI A. NITTA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard

Signature of Notary Public

SEAL

STATE OF CALIFORNIA

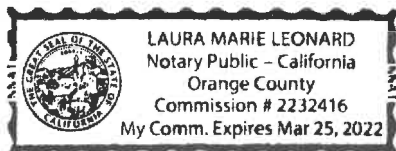
COUNTY OF ORANGE

)
) ss:
)

On JANUARY 23, 2019 before me, LAURA LEONARD, Notary Public, personally appeared ROBERT NITA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard
Signature of Notary Public

[Seal]

STATE OF CALIFORNIA

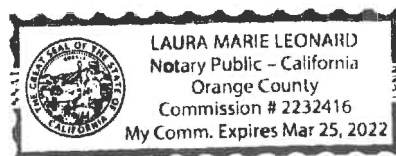
COUNTY OF ORANGE

)
) ss:
)

On JANUARY 23, 2019 before me, LAURA LEONARD, Notary Public, personally appeared KATHLEEN A NITA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard
Signature of Notary Public

[Seal]

EXHIBIT "A"

DESCRIPTION

LITCHFIELD ROAD WATER LINE EASEMENT S

Portions of the southwest quarter of Section 15, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

WATER LINE EASEMENT #1

COMMENCING at the West Quarter Corner of said Section 15 from which the Southwest Corner of said Section 15 lies South 00°13'57" East 2634.11 feet;

Thence along the east-west midsection line of said Section 15 South 89°23'52" East 55.00 feet;

Thence South 00°13'57" East 111.24 feet to the POINT OF BEGINNING;

Thence North 89°46'03" East 20.00 feet;

Thence South 00°13'57" East 20.00 feet;

Thence South 89°46'03" West 20.00 feet;

Thence North 00°13'57" West 20.00 feet to the POINT OF BEGINNING.

WATER LINE EASEMENT #2

COMMENCING at the West Quarter Corner of said Section 15 from which the Southwest Corner of said Section 15 lies South 00°13'57" East 2634.11 feet;

Thence along the east-west midsection line of said Section 15 South 89°23'52" East 55.00 feet;

Thence South 00°13'57" East 1304.32 feet to the POINT OF BEGINNING;

Thence North 89°46'03" East 20.00 feet;

Thence South 00°13'57" East 20.00 feet;

Thence South 89°46'03" West 20.00 feet;

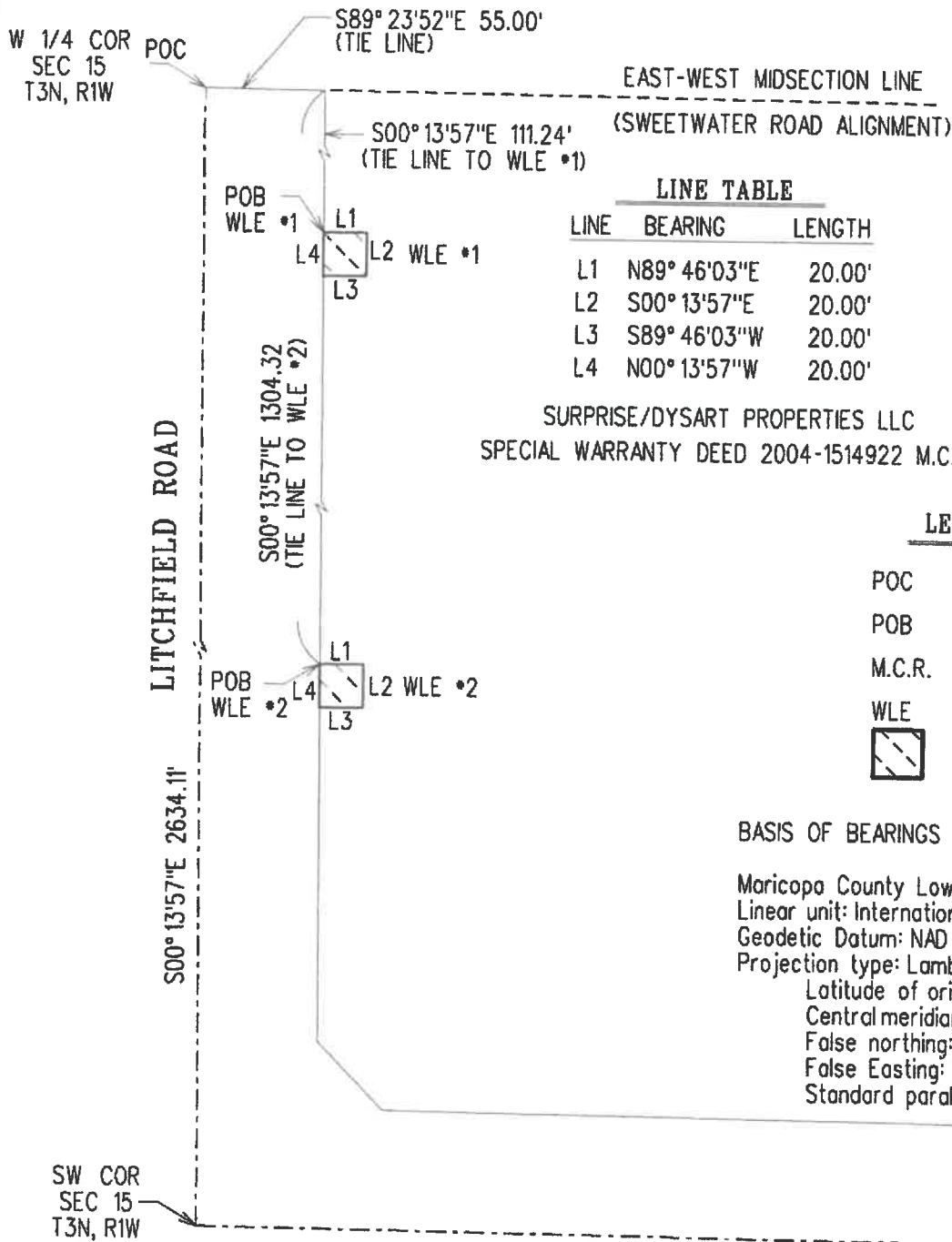
Thence North 00°13'57" West 20.00 feet to the POINT OF BEGINNING.

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

End of description



EXHIBIT "B"



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°46'03"E	20.00'
L2	S00°13'57"E	20.00'
L3	S89°46'03"W	20.00'
L4	N00°13'57"W	20.00'

SURPRISE/DYSART PROPERTIES LLC
SPECIAL WARRANTY DEED 2004-1514922 M.C.R.

SCALE: 1"=80'
0 20 40 80

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- WLE WATER LINE EASEMENT
-  WATER LINE EASEMENT AREA

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°15'00" W
False northing: 1,500,000.000 ift
False Easting: 2,500,000.000 ift
Standard parallel scale: 1.000045 (exact)



LITCHFIELD ROAD
WATER LINE EASEMENTS



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 17034

DRAWN BY RCD

DATE 01-15-19

SHEET 1 OF 1

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, AZ 85347

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

SWEETWATER ROAD DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 23rd day of January 2018 by and between SURPRISE/DYSART PROPERTIES, LLC ("Grantor") and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantors are the fee title owners of a parcel of land in Maricopa County, Arizona located in Section 15, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantors and Grantors desire to grant to Grantee a perpetual, exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantors' property. The Easement Area is legally described in Exhibit "A".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantors hereby grant and convey to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area for drainage purposes. Grantors shall not erect or construct or permit to be erected or constructed any structure within the Easement Area, provided, however, Grantors shall have the right to construct and erect fences and walls, to install landscaping and to establish other uses which are not inconsistent with and do not unreasonably interfere with Grantee's use of the easement granted hereunder.
- 2. Restoration of Property. Grantee, its successors or assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and

restore any damage to the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area by Grantors pursuant to its rights reserved under paragraph 1 above resulting from such entry, work or use;

(b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantors harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither grantee nor any person or entity shall be obligated to indemnify or hold Grantors harmless from any claims, judgments, loss, cost or expense arising out of Grantors' grossly negligent act or willful misconduct.

3. **Runs With the Land.** The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Granters, Grantee and their respective heirs, administrator, personal representatives, successors and assigns.
4. **Not a Public Dedication.** Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.
5. **Miscellaneous.** Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantors or the Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____

Name: _____

Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

⁹ The foregoing instrument was acknowledged before me this day _____ of _____
2018, by _____ and _____, known by me as
owners of the subject property.

Notary

ATTEST:

SURPRISE/DYSART PROPERTIES LLC,
an Arizona limited liability company

By: Hitoshi A. Nitta
Name: Hitoshi A. Nitta

Its: Manager

By: Robert Nitta
Name: ROBERT NITTA

Its: Manager

By: Kathleen M. Nitta
Name: KATHLEEN M. NITTA
Its: Manager

STATE OF CALIFORNIA)

) ss:

COUNTY OF ORANGE)

On JANUARY 23, 2018⁹ before me, LAURA LEONARD, Notary Public, personally appeared HITOSHI A. NITTA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard

Signature of Notary Public

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss:
)

On JANUARY 23, 2018⁹ before me, LAURA LEONARD, Notary Public, personally appeared ROBERT NIRA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard
Signature of Notary Public

[Seal]

STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss:
)

On JANUARY 23, 2018⁹ before me, LAURA LEONARD, Notary Public, personally appeared KATHLEEN ANIRA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Laura Leonard
Signature of Notary Public

[Seal]

EXHIBIT "A"

DESCRIPTION

SWEETWATER ROAD DRAINAGE EASEMENT ACQUISITION

A portion of the southwest quarter of Section 15, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the West Quarter Corner of said Section 15 from which the Southwest Corner of said Section 15 lies South 00°13'57" East 2634.11 feet;

Thence along the east-west midsection line of said Section 15 South 89°23'52" East 55.01 feet;

Thence South 00°13'57" East 40.00 feet;

Thence S89°23'52"E 35.00 feet to the POINT OF BEGINNING;

Thence South 89°23'52" East 515.00 feet;

Thence South 00°13'57" East 35.00 feet;

Thence North 89°23'52" West 515.00 feet;

Thence North 00°13'57" West 35.00 feet to the POINT OF BEGINNING.

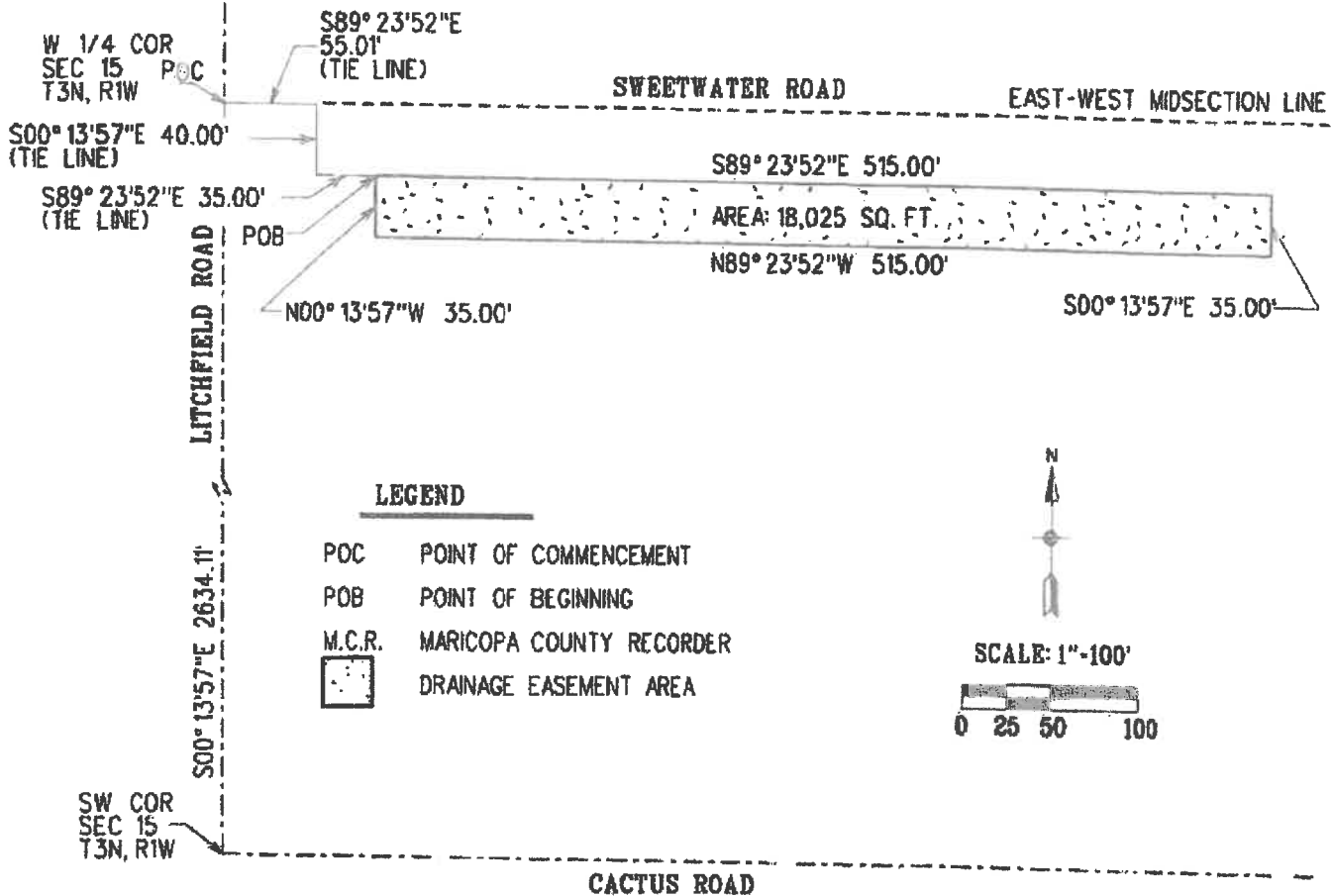
Containing 18,025 square feet, or 0.4138 acres, more or less.

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

End of description



EXHIBIT "B"



BASIS OF BEARINGS

Maricopa County Low Distortion Projection
 Linear unit: International foot
 Geodetic Datum: NAD 1983
 Projection type: Lambert Conformal Conic (single parallel)
 Latitude of origin: 33°15'00"N
 Central meridian: 112°15'00"W
 False northing: 1,500,000.000 ift
 False Easting: 2,500,000.000 ift
 Standard parallels scale: 1.000045 (exact)



**SWEETWATER ROAD
 DRAINAGE EASEMENT
 ACQUISITION**



**CITY OF SURPRISE
 LAND SURVEY DEPARTMENT**

PROJECT # 17034

DRAWN BY RCD

DATE 09-12-18

SHEET 1 OF 1

Date: March 8, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Surprise/Dysart Properties Property Right of Way Valuation

The Value of the Right of Way associated with the Surprise/Dysart Property along Litchfield is \$257,905.00.

The area being dedicated as right-of-way is 51,581 square feet. The value of the land is \$5.00/sq foot.

The Value of the Right of Way associated with the Surprise/Dysart Property along Sweetwater is \$103,000.00.

The area being dedicated as right-of-way is 20,600 square feet. The value of the land is \$5.00/sq foot



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 2, 2019 Contact Person: Eric Fizter
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 on accepting an Easement for Drainage from the Reformed Church in America Classis of the SW for roadway improvements along Litchfield.

Motion:

I move to approve accepting an Easement for Drainage from the Reformed Church in America Classis of the SW.

Background:

The easement being dedicated is in association with the CIP Improvement project for Litchfield road P61450, that was approved as part of the FY2018 GO Bond Initiative. The easement will allow for drainage along Litchfield.

Objective Analysis:

The City needs additional easements on the west side of the road to account for drainage for the roadway improvement. Approval of this item will allow the City to complete the CIP project approved as part of the GO Bond Initiative.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

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. Drainage Easement
-

WHEN RECORDED, RETURN TO:

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

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 17th day of January, 2019 by and between REFORMED CHURCH IN AMERICA CLASSIS OF THE SW, ("Grantors") and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantors are the fee title owners of a parcel of land as described in Deed 2002-268665, records of Maricopa County, Arizona located in the SE Quarter of Section 21, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantors and Grantors desire to grant to Grantee a perpetual, exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantors' property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantors hereby grant and convey to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area for drainage purposes. Grantors shall not erect or construct or permit to be erected or constructed any structure within the Easement Area, provided, however, Grantors shall have the right to construct and erect fences and walls, to install landscaping and to establish other uses which are not inconsistent with and do not unreasonably interfere with Grantee's use of the easement granted hereunder.
- 2. Restoration of Property. Grantee, its successors or assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area

pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area (including, but not limited to, any landscaping or other improvements placed upon the Easement Area by Grantors pursuant to its rights reserved under paragraph 1 above) resulting from such entry, work or use; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantors harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither grantee nor any person or entity shall be obligated to indemnify or hold Grantors harmless from any claims, judgments, loss, cost or expense arising out of Grantors' grossly negligent act or willful misconduct.

3. Runs With the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantors, Grantee and their respective heirs, administrator, personal representatives, successors and assigns.
4. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.
5. Miscellaneous. Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantors or the Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR:



REFORMED CHURCH IN AMERICA
CLASSIS OF THE SW

City of Surprise, an Arizona municipal corporation

By: _____

Name:

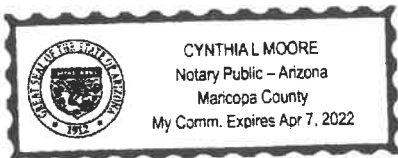
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17 day of January, 2019, by Frederick Bates and _____ known by me as owners of the subject property.



Cynthia L Moore

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

EXHIBIT "A"

DESCRIPTION

DRAINAGE EASEMENT

A portion of that real property as stated in Exhibit A in Special Warranty Deed 20020268665, Records of Maricopa County, Arizona, being located in the southeast quarter of Section 21, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Southeast corner of said Section 21;
Thence along the east line of the southeast quarter of said Section 21 North 00°00'00" East 1942.84 feet;
Thence departing said east line North 89°20'46" West 55.00 feet to the northeast corner of said real property and the POINT OF BEGINNING;
Thence along the south line of said real property North 89°20'46" West 47.00 feet;
Thence North 00°00'00" East 521.78 feet to a point on the north line of said real property;
Thence along said north line South 89°45'07" East 47.00 feet;
Thence South 00°00'00" West 521.11 feet to the POINT OF BEGINNING.

Containing 24,531 square feet, more or less.

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

End of description

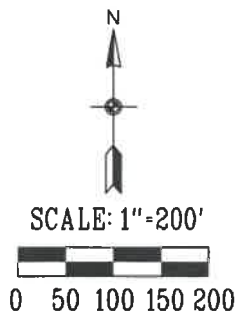


EXHIBIT "B"

E 1/4 COR
SEC 21
T3N, R1W

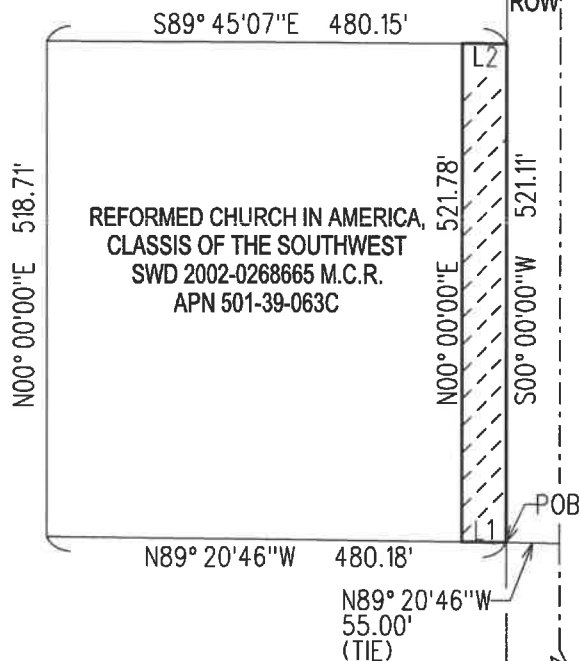
LEGEND

- POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSORS PARCEL NUMBER
 DRAINAGE EASEMENT AREA



LINE TABLE

LINE	BEARING	LENGTH
L1	N89° 20'46"W	47.00'
L2	S89° 45'07"E	47.00'



LITCHFIELD ROAD



N00° 00'00"E 1942.84'
EAST LINE SE QUARTER SEC 21

PEORIA ROAD
POC SE COR
SEC 21
T3N, R1W

BEARING BASE: The east line of the southeast quarter of Section 21, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian per the Special Warranty Deed recorded as Instrument 20020268665, Records of Maricopa County, Arizona cited as North 00° 00'00" East.

DRAINAGE EASEMENT



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 17034

DRAWN BY RCD

DATE 01-02-19

SHEET 1 OF 1



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 2, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: District 6

Staff Recommendations: None

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

Consideration and Action on accepting a Warranty Deed for Right of Way, and Easement for Drainage from the Larry R. Lemelson Revocable Living Trust, for roadway improvements along Litchfield and Sweetwater.

Motion:

I move to approve accepting a Warranty Deed for Right of Way, and Easement for Drainage from the Larry R. Lemelson Revocable Living Trust.

Background:

The right of way and easements being dedicated are in association with the CIP Improvement project for Litchfield road P61450 that was approved as part of the FY2018 GO Bond Initiative.

Objective Analysis:

The City lacks sufficient ROW on the west side of Litchfield Road. Approval of this item will allow the City to complete the CIP project approved as part of the GO Bond Initiative.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Drainage Easement

2. Warranty Deed
 3. ROW - Lemelson Property - Valuation Memo
-

WHEN RECORDED, RETURN TO:

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

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 1st day of FEBRUARY 2019 by and between LARRY R. LEMELSON REVOCABLE LIVING TRUST, ("Grantors") and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantors are the fee title owners of a parcel of land as described in Deed 2018-406337, records of Maricopa County, Arizona located in the East Half of Section 21, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantors and Grantors desire to grant to Grantee a perpetual, exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantors' property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantors hereby grant and convey to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area for drainage purposes. Grantors shall not erect or construct or permit to be erected or constructed any structure within the Easement Area, provided, however, Grantors shall have the right to construct and erect fences and walls, to install landscaping and to establish other uses which are not inconsistent with and do not unreasonably interfere with Grantee's use of the easement granted hereunder.
- 2. Restoration of Property. Grantee, its successors or assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Area

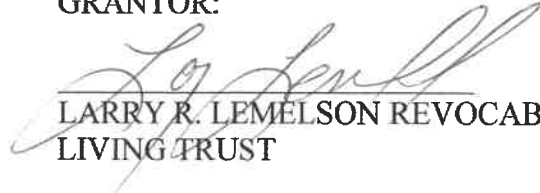
pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement by Grantors pursuant to their rights reserved under paragraph 1 above) resulting from such entry, work or use; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantors harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in connection with such entry, work or use. Notwithstanding the foregoing, neither Grantee nor any person or entity shall be obligated to indemnify or hold Grantors harmless from any claims, judgments, loss, cost or expense arising out of Grantors' negligent act or willful misconduct.

3. Runs With the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantors, Grantee and their respective heirs, administrator, personal representatives, successors and assigns.
4. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.
5. Costs for Future Improvements. Grantors and Grantee agree that, in consideration for granting the Easement, Grantors shall not be assessed or charged for any future costs for any partial or full improvements made within the Easement by Grantee or any third party by a buy-in or otherwise.
6. Miscellaneous. Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantors or the Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

[SIGNATURES APPEAR BELOW]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR:


LARRY R. LEMELSON REVOCABLE
LIVING TRUST

City of Surprise, an Arizona municipal corporation

By: _____
Name:
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by _____ and _____ known by me as owners of the
subject property.

STATE OF ARIZONA)
) SS.
County of Maricopa)

SEE ATTACHED FOR OFFICIAL NOTARY WORDING

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

SEE ATTACHED FOR OFFICIAL NOTARY WORDING

CALIFORNIA JURAT
(CALIFORNIA GOVERNMENT CODE § 8202)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Diego

Subscribed and sworn to (or affirmed) before me on this 1 day of Feb, 2019,
by Larry Richard Lemelson, proved to me on the basis of
(Name of Signer(s))
satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

EXHIBIT "A"

DESCRIPTION

DRAINAGE EASEMENT

A portion of that real property as cited in Warranty Deed 20180406336, Records of Maricopa County, Arizona, being located in the east half of Section 21, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast corner of said Section 21;
Thence along the east line of the northeast quarter of said Section 21 South 00°06'00" East 2529.33 feet to the northeast corner of said real property;
Thence departing said east line along the north line of said real property North 89°36'19" West 55.00 feet to the POINT OF BEGINNING;
Thence on a line parallel with and 55.00 feet west of the aforesaid east line South 00°06'00" East 104.85 feet to a point on the east-west midsection line of said Section 21;
Thence on a line parallel with and 55.00 feet west of the east line of the southeast quarter of said Section 21 South 00°00'00" East 170.29 feet to a point on the south line of said real property;
Thence along said south line North 89°45'07" West 35.00 feet;
Thence on a line parallel with and 90.00 feet west of the aforesaid east line of the southeast quarter of Section 21 North 00°00'00" West 170.55 feet to a point on said east-west midsection line;
Thence on a line parallel with and 90.00 feet west of the aforesaid east line of the northeast quarter North 00°06'00" West 104.68 feet to a point on the north line of said real property;
Thence along said north line South 89°36'19" East 35.00 feet to the POINT OF BEGINNING.

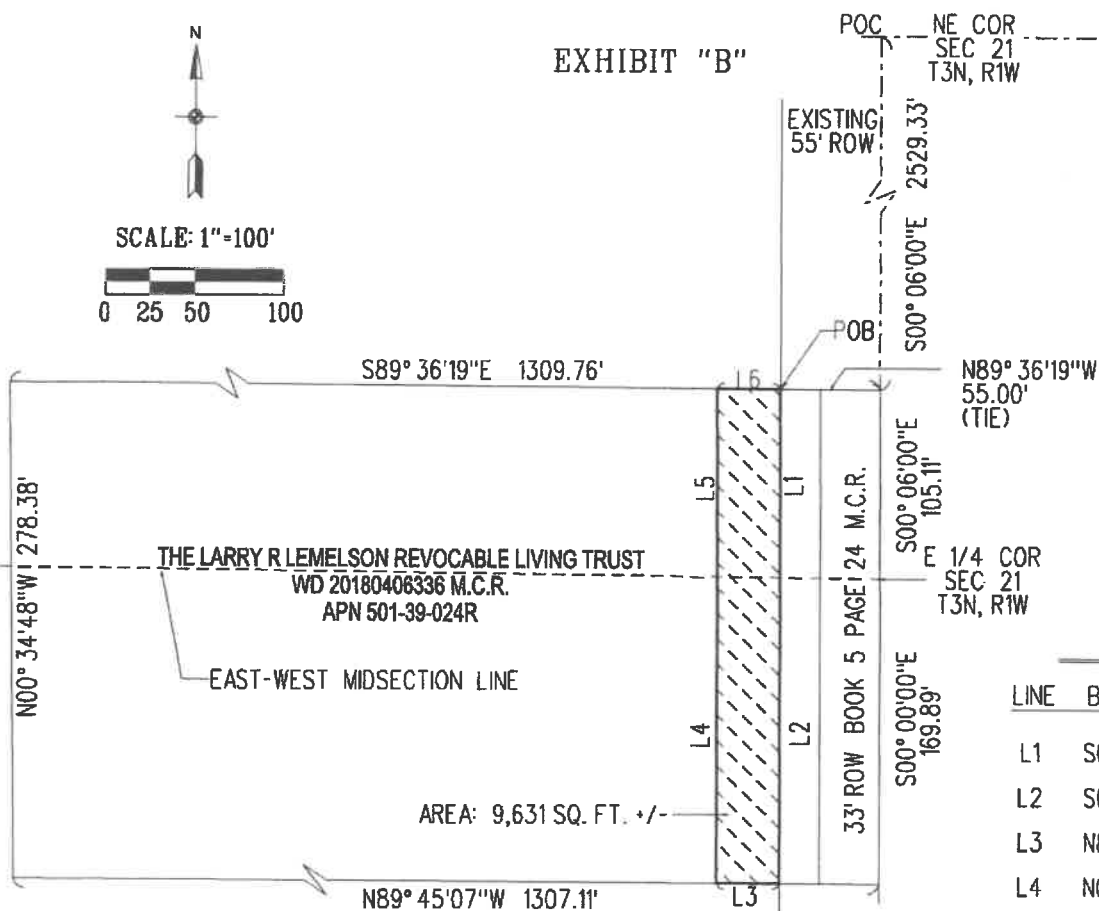
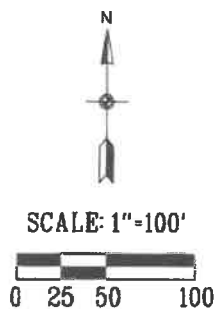
Containing 9,631 square feet, more or less.

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

End of description



EXHIBIT "B"



LEGEND

- POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 TCE TEMPORARY CONSTRUCTION EASEMENT
 M.C.R. MARICOPA COUNTY RECORDER
 APN ASSESSORS PARCEL NUMBER
 DRAINAGE EASEMENT AREA

LINE TABLE

LINE	BEARING	LENGTH
L1	S00° 06'00"E	104.85'
L2	S00° 00'00"E	170.29'
L3	N89° 45'07"W	35.00'
L4	N00° 00'00"W	170.55'
L5	N00° 06'00"W	104.68'
L6	S89° 36'19"E	35.00'



BEARING BASE: The east line of the northeast quarter of Section 21 per Warranty Deed 20180406336, Records of Maricopa County, Arizona cited as S00° 06'00"E

DRAINAGE EASEMENT



CITY OF SURPRISE
 LAND SURVEY DEPARTMENT

PROJECT # 17034

DRAWN BY RCD

DATE 12-05-18

SHEET 1 OF 1

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

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

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

LARRY R. LEMELSON REVOCABLE LIVING TRUST, ("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as public right of way for roadway, drainage easements, and utility purposes, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

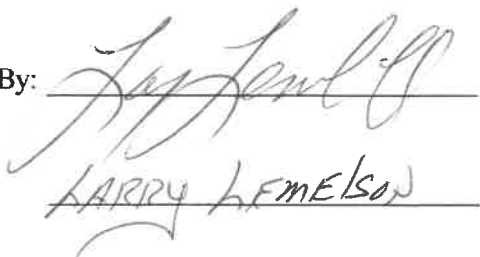
This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTOR: LARRY R.
LEMELSON REVOCABLE
LIVING TRUST

GRANTEE: City of Surprise, an Arizona
Municipal corporation

By:


LARRY LEMELSON

By:

Skip Hall
Mayor

By: _____

Sherry Aguilar, City Clerk

STATE OF CALIFORNIA)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2018, by _____.

My commission expires:

Notary Public:

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2018, by _____ known by me as the Mayor of the City of
Surprise, an Arizona municipal corporation.

My commission expires:

Notary Public:

SEE ATTACHED FOR OFFICIAL NOTARY WORDING

CALIFORNIA JURAT
(CALIFORNIA GOVERNMENT CODE § 8202)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Diego

Subscribed and sworn to (or affirmed) before me on this 1 day of Feb, 2019,
by Larry Richard Lemelson, proved to me on the basis of
(Name of Signer(s))
satisfactory evidence to be the person(s) who appeared before me.



M. Lucio

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT OF WAY ACQUISITION

A portion of that real property as cited in Warranty Deed 20180406336, Records of Maricopa County, Arizona, being located in the east half of Section 21, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast corner of said Section 21;
Thence along the east line of the northeast quarter of said Section 21 South 00°06'00" East 2529.33 feet to the northeast corner of said real property;
Thence departing said east line along the north line of said real property North 89°36'19" West 33.00 feet to the POINT OF BEGINNING;
Thence on a line parallel with and 33.00 feet west of the aforesaid east line South 00°06'00" East 104.95 feet to a point on the east-west midsection line of said Section 21;
Thence on a line parallel with and 33.00 feet west of the east line of the southeast quarter of said Section 21 South 00°00'00" East 170.13 feet to a point on the south line of said real property;
Thence along said south line North 89°45'07" West 22.00 feet;
Thence on a line parallel with and 55.00 feet west of the aforesaid east line of the southeast quarter of Section 21 North 00°00'00" West 170.29 feet to a point on said east-west midsection line;
Thence on a line parallel with and 55.00 feet west of the aforesaid east line of the northeast quarter North 00°06'00" West 104.85 feet to a point on the north line of said real property;
Thence along said north line South 89°36'19" East 22.00 feet to the POINT OF BEGINNING.

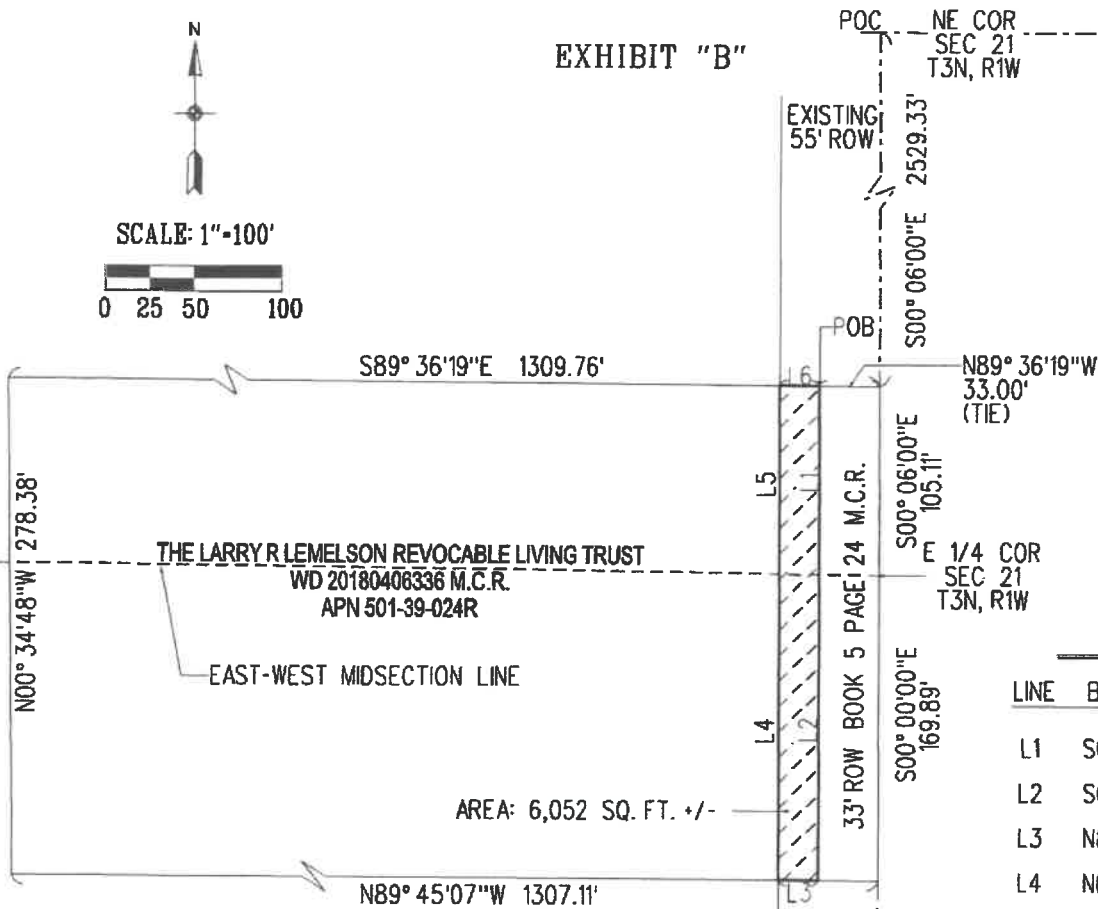
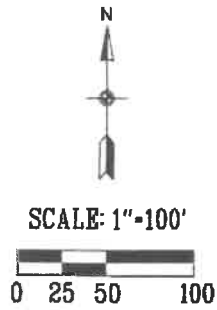
Containing 6,052 square feet, more or less.

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

End of description



EXHIBIT "B"



LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
-  ROW AREA

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00° 06'00"E	104.95'
L2	S00° 00'00"E	170.13'
L3	N89° 45'07"W	22.00'
L4	N00° 00'00"W	170.29'
L5	N00° 06'00"W	104.85'
L6	S89° 36'19"E	22.00'



BEARING BASE: The east line of the northeast quarter of Section 21 per Warranty Deed 20180406336, Records of Maricopa County, Arizona cited as S00° 06'00"E

ROAD RIGHT OF WAY
ACQUISITION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 17034

DRAWN BY RCD

DATE 12-05-18

SHEET 1 OF 1

Date: March 8, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Lemelson Property Right of Way Valuation

The Value of the Right of Way associated with the Lemelson Property is \$30,260.00.

The area being dedicated as right-of-way is 6,052 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 2, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: District 6

Staff Recommendations: None

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

Consideration and Action on accepting a Quit Claim Deed for 16 square feet from Marley Park Phase II LLC, near Bullard and Sweetwater .

Motion:

I move to approve accepting a Quit Claim Deed for 16 square feet from Marley Park Phase II, LLC.

Background:

In 2009, Marley Park Phase II, LLC deeded over a wellsite to the City. A small triangular piece was not conveyed at the time. The attached deed will convey the 16 square feet over to the City.

Objective Analysis:

Marley Park Phase II, LLC still owns this 16 square feet of the City's well site. Marley Park Phase II is conveying the small parcel over to the City. Acceptance of this deed will make the City's well site complete.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

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. Marley Park Phase II LLC deed
 2. Valuation Memo - Marley Park Phase II Land
-

When recorded return to:
City Clerk
City of Surprise, Arizona
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,

Marley Park Phase II LLC ("Grantor")

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

Dated this 12th day of December, 2018

GRANTOR

MARLEY PARK PHASE II LLC,
an Arizona limited liability company

By: DMB Associates, Inc.,
an Arizona corporation, its Manager

By: [Signature]

Its: Sr. Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of December, 2018, by Daniel T. Kelly, the Senior V.P. of DMB Associates, Inc., an Arizona corporation, the Manager of MARLEY PARK PHASE II LLC, an Arizona limited liability company, for and on behalf of the limited liability company.

[Signature]
Notary Public

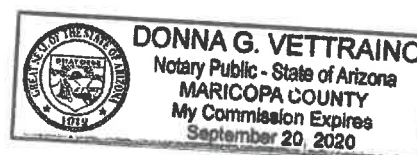


EXHIBIT "A"

DESCRIPTION

RIGHT OF WAY DEDICATION

A portion of that certain parcel of land described in Document No. 2003-1233535, Maricopa County Records, lying within Section 16, Township 3 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the West Quarter Corner of said Section 16, from which the Southwest Corner of said Section 16 bears South 00°04'59" West 2627.11 feet;
Thence along the west line of said Section South 00°04'59" West 80.61 feet;
Thence South 89°55'01" East 55.00 feet to the northwest corner of Marley Park Well Site #1 being also the POINT OF BEGINNING;
Thence South 89°16'50" East 5.64 feet;
Thence South 45°41'49" West 7.89 feet;
Thence North 00°04'59" East 5.58 feet to the POINT OF BEGINNING.

Containing 16 square feet, more or less.

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

End of description



EXHIBIT "B"

SWEETWATER ROAD

W 1/4 COR
SECTION 16
T3N, R1W

POC

S00° 04' 59" W 80.61'
(TIE)

BULLARD AVENUE

S00° 04' 59" W 2627.11'

SW COR
SECTION 16
T3N, R1W

S89° 55' 01" E 55.00'
(TIE)

POB

N00° 04' 59" E 5.58'

S89° 16' 50" E 5.64'

DEDICATION AREA
APN 501-39-005D

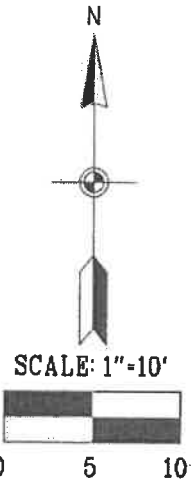
S45° 41' 49" W 7.89'

MARLEY PARK WELLSITE #1
2003-1233535 M.C.R.

EXISTING 55' ROW
BOOK 699, PAGE 29 M.C.R.

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSORS PARCEL NUMBER



RIGHT OF WAY DEDICATION
APN 501-39-005D



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 18037

DRAWN BY RCD

DATE 12-06-18

SHEET 1 OF 1

Date: March 18, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Marley Park II Valuation

The Value of the land associated with the Marley Park II Property is \$80.00.

The area being dedicated as right-of-way is 16 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 2, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: District 4

Staff Recommendations:

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

Consideration and Action on Acceptance of the Assignment of Easements from the Flood Control District of Maricopa County for a flood project near 115th Avenue and Bell.

Motion:

I move to approve the Acceptance of the Assignment of Easements from the Flood Control District of Maricopa County.

Background:

The City entered into an Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County in 2013. As a part of the IGA, the City is to take over the Permanent Drainage Easement and Agreement for Flood Control Purposes. These four easements are for flood structures that were built in the drainage easements along Union Hills and 115th Avenue

Objective Analysis:

The City partnered with Maricopa County and the City of Peoria to jointly handle the flooding issues in this area. The partnership allowed for a sharing of costs and responsibilities of the area that would have been too costly for one party to take on.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will incorporate the flood structures into current O&M budgets.

FTE Impact:

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

ATTACHMENTS:

1. Assignment of Easement-Surprise
 2. IGA - 115th Ave Union Hills C-69-13-041-3-00 20140513090311776
 3. 200-13-171 373
 4. 200-36-391
 5. 200-13-171B
 6. 200-13-016X
-

When recorded, Interoffice Mail to:
Maricopa County Real Estate Department

EXEMPT ARS 11-1134, A3

ASSIGNMENT OF EASEMENTS

Project: 450.07.31 115th Ave. & Union Hills Dr.
Items and Assessor's Parcel Nos.: F00331 & 332, 200-13-171 & 373, F00326, 200-13-016X, F00327, 200-13-171B and F00327-DE3, 200-36-391

KNOW ALL MEN BY THESE PRESENTS:

That for and in the consideration of the sum of **One Dollar (\$1.00)** and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (DISTRICT)**, a political subdivision of the State of Arizona ("**ASSIGNOR**"), does hereby assign to the **CITY OF SURPRISE**, a municipal corporation of the State of Arizona, its successors and assigns ("**ASSIGNEE**"), all rights, interests, and obligations in and to the existing Permanent Drainage Easements and Agreements for Flood Control Purposes ("**EASEMENTS**") situated in Maricopa County, Arizona which are more particularly described below:

- 2015-0811824 Recorded on November 12, 2015
- 2015-0573199 Recorded on August 7, 2015
- 2015-0669648 Recorded on September 17, 2015
- 2016-0902493 Recorded on December 7, 2016

ASSIGNOR does hereby covenant that it is assigning these Easements only to the extent of any interest it may have in the property.

Project: 450.07.31 115th Ave. & Union Hills Dr.
Items and Assessor's Parcel Nos.: F00331 & 332, 200-13-171 & 373, F00326, 200-13-016X, F00327, 200-13-171B and F00327-DE3, 200-36-391

TO HAVE AND TO HOLD unto **ASSIGNEE** the Easements herein described for the use and purpose of constructing and maintaining a drainage basin and appurtenances together with the right of ingress and egress on, over, under, and across the ground embraced within said easements.

The **ASSIGNOR** hereby conveys unto **ASSIGNEE** all warranties of title of any nature whatsoever which **ASSIGNOR** and its successors possess, however, **ASSIGNOR** warrants title as against all of its acts and no other acts.

ASSIGNOR hereby assigns and **ASSIGNEE** hereby assumes all of **ASSIGNOR'S** rights, interests and obligations under the Easement and **ASSIGNOR** retains no rights, interests or obligations under the Easements.

The Easements shall at all times be used, maintained and restored at the sole cost and expense of the **ASSIGNEE**, its contractors, agents, successors or assigns.

To the extent authorized by law, **ASSIGNOR** covenants and agrees to indemnify, defend, and hold harmless **ASSIGNEE** from and against any actions, suits, proceedings, or claims, and all costs and expenses (including without limitation, reasonable attorney's fees and costs) incurred in connections therewith, based upon or arising out of any breach or alleged breach of the Easements or arising in connection with the Easements occurring or alleged to have occurred before the date of the assignment.

ASSIGNEE covenants and agrees to indemnify, defend, and hold harmless **ASSIGNOR** from and against any actions, suits, proceedings, or claims, and all costs and expenses (including without limitation, reasonable attorney's fees and costs) incurred in connections therewith, based upon or arising out of any breach or alleged breach of the Easements or arising in connection with the Easements occurring or alleged to have occurred from and after the date of this assignment.

These easements shall run with the land and shall inure to the benefit and be binding upon the **ASSIGNEE** and its respective successors and assigns.

Project: 450.07.31 115th Ave. & Union Hills Dr.
Items and Assessor's Parcel Nos.: F00331 & 332, 200-13-171 & 373, F00326, 200-13-016X, F00327, 200-13-171B and F00327-DE3, 200-36-391

RECOMMENDED FOR APPROVAL:

Tangella Diaz, Senior Right-of-Way Agent

Kimberly Romero, Right-of-Way Acquisition Manager

ACCEPTED AND APPROVED

MARICOPA COUNTY BOARD OF SUPERVISORS

BY _____
Chairman of the Board

Before me, _____, Notary Public in and for said County, State of Arizona, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as the Chairman of the Board of the Political Subdivision described in the foregoing instrument, and as such he acknowledged to me that he executed the same for said Board, for the purpose and consideration therein expressed, as its free act and deed and by each of them voluntary executed.

Given under my hand and seal of the office this ____ day of _____, 20____.

My Commission Expires _____

Notary Public (signature)

Approved as to form and within the powers
and authority of the Board of Supervisors

Deputy County Attorney Date

///

///

Contact Name: Bobbie Ohler

C-69-13-041-3-00

Phone Number: 506-2943

Turn To: Sharon Rogers – FCDX

Phone Number: 506-6764

IGA FOR DESIGN OF THE 115TH AVENUE, UNION HILLS DRIVE, AND 107TH AVENUE DRAINAGE IMPROVEMENTS PROJECT

Information Requested:

Improve Intergovernmental Agreement (IGA) FCD 2012A005 for design of the 115th Avenue, Union Hills Drive and 107th Avenue Drainage Improvements Project (Project [#450]) among the City of Peoria, the City of Surprise, and the Flood Control District of Maricopa County (District). This IGA is for cost sharing of the Project design, and defines responsibilities for design of the Project. The estimated total Project design cost is \$1,000,000 and will be shared 50%/25%/25% by the District and the cities of Peoria and Surprise. The IGA shall become effective when recorded at the office of the County Recorder and shall remain in effect for ten (10) years from the date of recording or upon Project completion, whichever comes first.

Background Required Information:

The District, in cooperation with the cities of Peoria and Surprise, completed the Glendale/Peoria Area Drainage Master Plan Update (ADMPU) 107th Avenue and Union Hills Drive Design Concept Report (DCR). The DCR recommended the Project to mitigate flooding in the 115th Avenue, Union Hills Drive, and 107th Avenue area. The Project was also recommended in the FY 12/13 CIP Prioritization Procedure.

Agenda Item impacts Supervisorial District 4.

Additional Information:

The Board of Directors adopted Resolution FCD 2011R009 on March 30, 2012 (C-69-12-050-6-00), authorizing negotiation of an IGA with the cities of Peoria and Surprise.

Expenditure Impact By FY:

2013-14 – Expenditure \$600,000 Estimated

2013-14 – Reimbursement \$300,000 Estimated

2014-15 – Expenditure \$400,000 Estimated

2014-15 – Reimbursement \$200,000 Estimated

Anticipated Managing for Results information:

Program	Activity	Performance/Demand Measure	Anticipated Results
Flood Hazard Mitigation	Flood Control Capital Programs	% of the Capital Improvement Program budget expended this year	Provide citizens of Maricopa County with enhanced structural flood protection

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER

HELEN PURCELL

2013-0419769 05/08/2013 08:08a

C_69_13_041-10-1- sarabiam

When Recorded Return to:
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

INTERGOVERNMENTAL AGREEMENT

Among

THE CITY OF PEORIA, THE CITY OF SURPRISE,

and the

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

for the

DESIGN

of the

115TH AVENUE, UNION HILLS DRIVE, AND 107TH AVENUE DRAINAGE IMPROVEMENTS

IGA FCD 2012A005

Agenda Item C-69-13-041-3-00

This Intergovernmental Agreement (Agreement) is entered into by and among the City of Peoria, a municipal corporation, acting by and through its City Council hereinafter called PEORIA, the City of Surprise, a municipal corporation, acting by and through its City Council hereinafter called SURPRISE, and the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT. The DISTRICT, PEORIA, and SURPRISE are hereinafter collectively called the PROJECT PARTNERS.

This Agreement shall become effective as of the date it has been executed by all parties and may be recorded by the Maricopa County Recorder.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. PEORIA is empowered by A.R.S. Section 11-951 et seq. authorizing public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action, or city charter, federal law, or other authorization in addition to state statutes, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of PEORIA.
3. SURPRISE is empowered by A.R.S. Section 11-951 et seq. authorizing public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action, or city code, federal law, or other authorization in addition to state statutes, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of SURPRISE.

BACKGROUND

The White Tanks/Agua Fria watershed extends from the Bradshaw Mountains on the North and the White Tanks Mountains on the West, to the Gila River to the South.

In 2002, the DISTRICT, PEORIA, and City of Glendale completed an update of the Glendale Peoria Area Drainage Master Plan and a recommended plan was chosen for improving the Beardsley Road channel. In 2011, the 107th Avenue and Union Hills Drive Design Concept Report was completed by the DISTRICT to address specific on-going drainage and flooding issues along Union Hills Road from 107th Avenue to 115th Avenue. This study developed a regional flood mitigation project (PROJECT) that was recommended for inclusion in the DISTRICT's 2012/2013 CIP program.

The PROJECT recommended structural solutions to mitigate flooding hazards in the area bounded on the west by 115th Ave, on the north by Beardsley Road, and east by 107th Avenue, and on the south by the Agua Fria River. The anticipated features include storm drains, channels, and construction of new detention basins as approximately shown in Exhibit A.

The proposed PROJECT will be designed to:

- Provide 100-year flood protection to properties between 107th and 115th Avenues and from Beardsley Road to south of Bell Road from flooding caused by inadequate outfall conveyance.
- Provide 100-year flood protection to the Coyote Lakes, Canyon Ridge, Rose Garden III, and Citrus Point subdivisions from flooding caused by undersized channels.
- Safely convey flood flows to the Agua Fria River at their historic outlet.
- Provide opportunities for future multi-use features where feasible.

On March 28, 2012, the Board of Directors of the DISTRICT adopted Resolution FCD 2011R009, authorizing the DISTRICT to acquire rights-of-way for the PROJECT, to cost-share in the PROJECT, and to negotiate Intergovernmental Agreements for the design, rights-of-way acquisitions, construction, construction management, and operation and maintenance of the PROJECT.

This Agreement is limited to the final design as required for the Project. The PROJECT PARTNERS acknowledge that a subsequent agreement will be required to complete rights-of-way acquisition, utility relocations, construction, and construction management as well as assure on-going maintenance and operation of the PROJECT. Contingent on mutually satisfactory completion of the PROJECT design, the PROJECT PARTNERS subsequently intend to enter into separate agreements to take the PROJECT to completion. For future Agreements, the PARTNERS will negotiate cost share percentages based on the benefits received for each PARTNER.

PURPOSE OF THE AGREEMENT

This purpose of this Agreement is to identify and define the responsibilities of the PROJECT PARTNERS for the design of the PROJECT.

TERMS OF AGREEMENT

The PROJECT, as referenced herein, is defined by paragraph 6 of this Agreement.

2. The PROJECT COST, as referenced herein, solely encompasses the following costs directly associated with the PROJECT and incurred after the effective date of this Agreement:
 - 12.1 Costs of obtaining United States Army Corps of Engineers Section 404 Environmental Permits for the PROJECT. Costs associated with the mitigation efforts required by this permit process are not included as part of this agreement.
 - 12.2 All costs of final design, including identification of required easements, rights-of-way, and utility relocations.
 - 12.3 Each PROJECT PARTNER will pay for, and not seek reimbursement for, its own personnel and internal administrative costs associated with this PROJECT, including costs associated with the issue of PROJECT permits, unless specifically identified otherwise in this Agreement.
3. The PROJECT COST associated with this Agreement is estimated to be \$1,000,000.
 - 13.1 The PROJECT COST is estimated as the cost of final design based on the best information available at the time of this Agreement.
 - 13.2 The PROJECT COST shall not exceed \$1,000,000 without written concurrence from the PROJECT PARTNERS.
4. DISTRICT funding for this Agreement shall be from secondary flood control tax levy revenue and is contingent upon funding availability within the DISTRICT's Capital Improvement Program.
5. PEORIA funding for this Agreement shall be from General Obligation bonds. SURPRISE funding for this Agreement shall be from capital funding.
6. The target date for completion of PROJECT design is September 2014. The PROJECT PARTNER assigned lead agency responsibility shall inform the non-lead agency PROJECT PARTNERS of delays impacting this target completion date.
7. The DISTRICT shall:
 - 17.1 Fund fifty percent (50%) of the PROJECT COST, making the DISTRICT's estimated share \$500,000.
 - 17.2 Serve as the lead agency for PROJECT design.
 - 17.2.1 Upon award of a design contract for the PROJECT, invoice PEORIA and SURPRISE for fifty percent (50% total) of their share (25% each) of the estimated PROJECT COST. The DISTRICT shall provide copies of supporting documentation for review and records to each PROJECT PARTNER.
 - 17.2.2 Upon completion of the design for the PROJECT, invoice PEORIA and SURPRISE for their remaining share of the actual PROJECT COST. The DISTRICT shall provide copies of supporting invoice documentation for review and records to each PROJECT PARTNER.
 - 17.2.3 Provide to PEORIA and SURPRISE interim project submittals and allow three (3) weeks for review and comment. Incorporate comments provided by PEORIA and SURPRISE into the PROJECT as appropriate. If comments are not received within the three (3)

week review period, the DISTRICT will assume that PEORIA or SURPRISE have no comments.

17.3 Serve as the lead agency for obtaining United States Army Corps of Engineers Section 404 Environmental Permits.

17.4 Serve as the lead agency for PROJECT public involvement activities.

8. PEORIA shall:

18.1 Fund twenty five percent (25%) of the PROJECT COST, making PEORIA's estimated share \$250,000.

18.2 Within thirty (30) calendar days of receipt, pay all invoices issued by the DISTRICT in accordance with the terms of this Agreement.

18.3 Participate in PROJECT public involvement activities.

18.4 Within three (3) weeks of receipt of interim PROJECT submittals, provide review comments to the DISTRICT.

18.5 Within two (2) week of receipt of the PROJECT construction plans, return the signed construction plans cover sheet to the DISTRICT.

SURPRISE shall:

19.1 Fund twenty five percent (25%) of the PROJECT COST, making SURPRISE's estimated share \$250,000.

19.2 Within thirty (30) calendar days of receipt, pay all invoices issued by the DISTRICT in accordance with the terms of this Agreement.

19.3 Participate in PROJECT public involvement activities.

19.4 Within three (3) weeks of receipt of interim PROJECT submittals, provide review comments to the DISTRICT, if any.

19.5 Within two (2) weeks of receipt of the PROJECT construction plans, return the signed construction plans cover sheet to the DISTRICT.

Each PROJECT PARTNER shall:

20.1 Comply with A.R.S. Sections 41-4401 and 23-214, subsection A.

20.1.1 Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.

20.1.2 Failure by any party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214, subsection A shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

20.2 Require that any contractor selected for the PROJECT:

20.2.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. section 23-214(A);

20.2.2 Agree that a breach of the warranty under paragraph 20.2.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;

20.2.3 Agree that each party to this Agreement retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 20.2.1;

20.2.4 Certify that it does not have a scrutinized business operation, as defined in A.R.S. sections 35-391 and 35-393, in either Sudan or Iran.

20.3 Certify, by signing this Agreement, that it does not have a scrutinized business operation, as defined in A.R.S. Sections 35-391 and 35-393, in either Sudan or Iran.

20.4 Have the right, following mutual written agreement of all PROJECT PARTNERS, to delegate its responsibilities under this Agreement to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.

20.5 In the case of any dispute over any items in this Agreement, agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.

20.6 Take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.

20.7 Agree to equally share the cost of a PROJECT compliance and cost audit to be initiated within 60 days of PROJECT completion, if requested by any PROJECT PARTNER. An independent auditing firm agreed to by the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within 45 days of acceptance of the Audit findings by the PROJECT PARTNERS.

The PROJECT PARTNERS shall coordinate, design and construct or cause to be constructed all future utilities within the PROJECT rights-of-way to accommodate the PROJECT.

If mutually acceptable to the PROJECT PARTNERS, PROJECT invoicing may be conducted periodically based on actual PROJECT COST incurred, no more frequently than quarterly, in lieu of invoicing timelines otherwise established in this Agreement.

Each party to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and hold harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable

attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.

. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 West Durango Street
Phoenix, AZ 85009-6399

City of Peoria
City Manager
8401 West Monroe Street
Peoria, Arizona 85345

City of Surprise
Public Works Director
16000 North Civic Center Plaza
Surprise, Arizona 85374

This Agreement shall expire either (10) ten years from the date of recording with the County Recorder, or (2) upon completion of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated.

This Agreement is subject to cancellation by any party to the Agreement pursuant to the provisions of Arizona Revised Statutes Section 38-511.

Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of any party to the Agreement.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Municipal Corporation

Recommended by:

Timothy S. Phillips 4/4/13

Timothy S. Phillips, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: [Signature] APR 24 2013
Chairman, Board of Directors Date

Attest:

By: [Signature] APR 24 2013
DEPUTY Clerk of the Board Date

The foregoing Intergovernmental Agreement FCD 2012A005 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

[Signature] 3/27/13
Flood Control District General Counsel Date

CITY OF PEORIA
A Municipal Corporation,

Bob Barrett, Mayor

By: Bob Barrett 7/8/12
Date

Attest:

By: Rhonda Herminsky 7/9/12
City Clerk Date

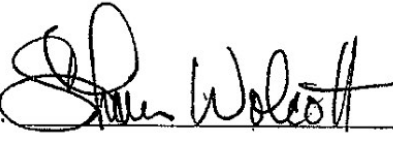


The foregoing Intergovernmental Agreement IGA FCD 2012A005 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Peoria under the laws of the State of Arizona.

By: Stephen J. Bung 7-5-12
City Attorney Date

CITY OF SURPRISE
A Municipal Corporation,

Sharon Wolcott, Mayor

By:  4/1/13
Date

Attest:

By:  4/2/13
City Clerk Date

The foregoing Intergovernmental Agreement IGA FCD 2012A0005 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Phoenix under the laws of the State of Arizona.

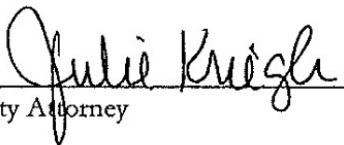
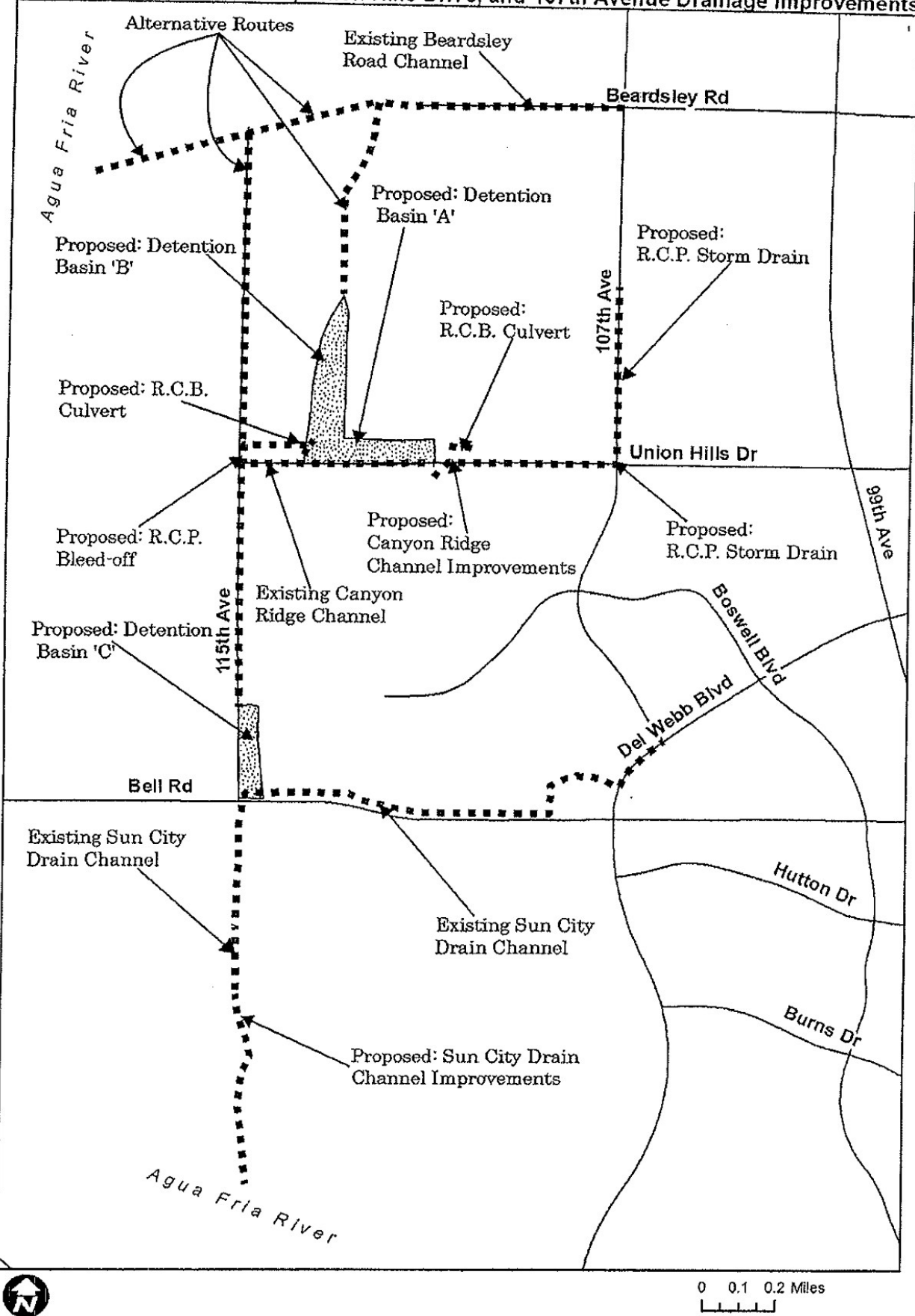
By:  4.2.13
City Attorney Date

Exhibit A - 115th Avenue, Union Hills Drive, and 107th Avenue Drainage Improvements



When recorded, Interoffice Mail to:
Flood Control District of Maricopa County
Real Estate Division [PP]

PermDge_F00331_2-6-1-1--
hensleye

EXEMPT ARS 11-1134, A3

Resolution FCD 2011R009A

**PERMANENT DRAINAGE
EASEMENT AND AGREEMENT FOR FLOOD CONTROL PURPOSES**

Project: 450.07.31 (115th Ave. & Union Hills Dr.)

Item No.: F00331 & 332

Assessor's Parcel No.: 200-13-171 & 373

This Permanent Drainage Easement and Agreement ("Easement") is entered into this 4th day of November, 2015 by and between the following parties, and shall become effective upon acceptance by the Board of Directors of the Flood Control District:

GRANTOR: THE VILLAGE AT CANYON RIDGE WEST COMMUNITY ASSOCIATION, an Arizona non-profit corporation

GRANTEE: FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a political subdivision of the State of Arizona, its agents, contractors, successors, and assigns

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby dedicate, grant and convey to GRANTEE, a Permanent Drainage Easement and Right-of-Way for the following purposes, namely: The right of ingress and egress, and the right to construct, operate, and maintain a flood control project, including all incidental purposes consistent therewith, on, over, under, and across the real property embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

See Exhibit "A"

Attached hereto and incorporated herein

To have and to hold the said Easement unto **GRANTEE**, together with the right of ingress and egress to permit the economical operation and maintenance of said flood control project, including all incidental purposes consistent therewith.

GRANTOR hereby covenants that it is granting this Easement only to the extent of any interest it may have in the property.

RESERVING, however, to **GRANTOR**, its successors, and assigns, such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and Easement hereby granted; provided that any use of the land by **GRANTOR**, shall be subject to all federal, state and local laws and ordinances with respect to environmental issues and land use, including, but not limited to floodplain regulations.

In the event the right, privilege and Easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted, all rights herein granted shall cease and revert to **GRANTOR**.

GRANTEE agrees to indemnify **GRANTOR** for all direct damages to the real property, personal property, or physical injury to persons on the property of **GRANTOR**, as described in Exhibit "A", caused by or arising from the proximate result of the activities of **GRANTEE**, its officers, employees, agents or contractors in the exercise of **GRANTEE'S** rights pursuant to the terms of this Easement.

This Easement shall run with the land and shall be binding upon the parties.

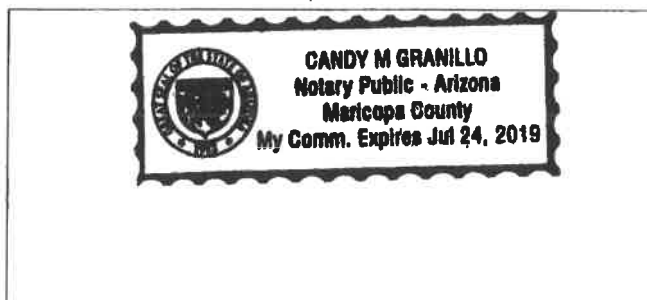
NOW THEREFORE, in consideration of the same and further consideration here within set forth, this instrument contains all of the provisions between the parties hereto, they're being no further consideration paid than herein specified.

....

Project: 450.07.31 (115th Ave. & Union Hills Drive)

Item: F00331 & 332

Assessor's Parcel No.: 200-13-171 & 373

Dated this 9 day of October, 2015.GRANTOR: THE VILLAGE AT CANYON RIDGE WEST COMMUNITY ASSOCIATION,
an Arizona non-profit corporationBy: Marc Q. VasquezIts: Agent for BoardSTATE OF ARIZONA)
) §
COUNTY OF MARICOPA)The foregoing instrument was acknowledged before me this 13 day of October, 2015.By: Marc Vasquez, Its: AGENT on behalf of the non-profit corporation.My Commission Expires July 24, 2019Candy M Granillo
Notary Public (signature)

Notary Stamp Seal

Project: 450.07.31 (115th Ave. & Union Hills Drive)

Item: F00331 & 332

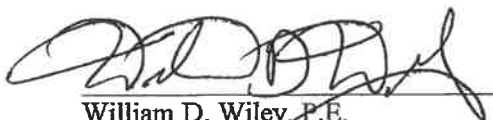
Assessor's Parcel No.: 200-13-171 & 373

RECOMMENDED FOR APPROVAL:

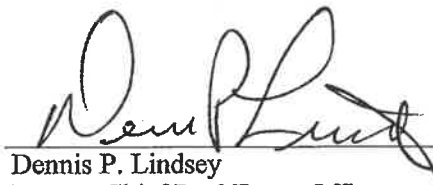
**FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**

APPROVED AND ACCEPTED:

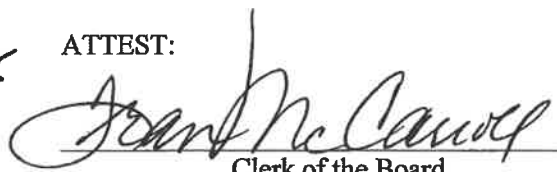
**BOARD OF DIRECTORS OF
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**

 10/28/15
 William D. Wiley, P.E. Date
 Chief Engineer and General Manager


 Chairman of the Board

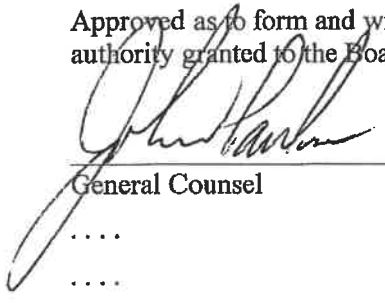
 10.28.15
 Dennis P. Lindsey Date
 Deputy Chief Real Estate Officer

ATTEST:


 Clerk of the Board

Date: NOV 04 2015

Approved as to form and within the powers and
 authority granted to the Board of Directors.

 11/27/15
 General Counsel Date

Parcel No. 200-13-371, 373
115th Ave & Union Hills Drive
Project No. 450.07.31
Item No. F00331-DE, 332-DE (Combined)

EXHIBIT "A"

A Drainage Easement lying within "TRACT B" of the Final Plat of "The Village at Canyon Ridge West", Book 843, Page 49, Maricopa County Recorder, lying within the West half of Section 31-T4N,R1E of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. Said "TRACT B" is described in Document 2013-0579525, Records of the Recorder of Maricopa County, Arizona. Said Drainage easement is more particularly described as follows:

COMMENCING at the Southwest corner of said Section 31; thence along the West line of said Section 31, North 00°15'38" West (North 00°30'14" West, Record), a distance of 263.97 feet to Southeast corner of Section 36-T4N, R1W; thence continuing along said West line, North 00°14'55" West to the West quarter corner of said Section 31, a distance of 2377.71 feet; thence along the East-West mid-section line, North 89°50'58" East, a distance of 79.00 feet to the **POINT OF BEGINNING**; thence North 00°16'11" West, a distance of 123.62 feet; thence North 89°43'49" East, a distance of 44.00 feet; thence South 00°16'11" East to a point on said East-West mid-section line, a distance of 123.71 feet; thence South 00°14'55" East, a distance of 175.26 feet; thence South 89°45'05" West, a distance of 44.00 feet; thence North 00°14'55" West to a point on said East-West mid-section line, a distance of 175.34 feet to the **POINT OF BEGINNING**.

The above described parcel contains 13,154 square feet or 0.3020 acres, more or less.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 3-27-2015	Chk:	Appr:
Rev:		
Maricopa County Public Works - Real Estate Division		



GRANTOR

DATE

EXHIBIT "A"

SURVEY CONTROL REFERENCE:

115TH Avenue & Union Hills Dr
Drainage Improvements Project
FCD Contract No. 2013C003

Parcel	Assessor #	SQ. FT.	ACRES	ACQ.
A	200-13-371	2,419	0.0555	D.E
B	200-13-373	10,735	0.2465	D.E
Combined		13,154	0.3020	D.E



115th Avenue

N00°42'44"W 2641.78' (R) Bk 843, Pg 49 M.C.R.

E4 COR
SEC 36
T4NR1W

N00°16'11"W 264.17'

EXIST R/W

40'

TRACT "B"
843-49 M.C.R.

N89°43'49"E

44.00'

(A)

N00°16'11"W 123.62'

S00°16'11"E 123.71'

200-13-371
200-13-373W4 COR
SEC 31
T4NR1E

79.00'

N89°50'58"E

N89°50'58"E 2789.70'

East - West Mid-Section line

N00°14'55"W 2377.71'

EXIST R/W

40'

N00°14'55"W 175.34'

S00°14'55"E 175.26'

TRACT "B"
843-49 M.C.R.

44.00'

S89°45'05"W

Village at Canyon Ridge

N00°30'14"W (R)
N00°15'38"W
263.97'

SE COR SEC 36-T4N,R1W

SW COR SEC 31-T4N,R1E

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



EXPIRES 12/31/2017

SQ. FT. ACRES
13,154 0.3020F00331-DE, 332-DE (Combined)
A Portion of 200-13-371, 373

20150811824
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES



The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.

Attest: 10/09/2018 09:39:03 AM

By Adrian P. Fontes Recorder

To Verify this purchase visit

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=208081>

When recorded, Interoffice Mail to:
Maricopa County Real Estate Division

PermanentDrainage-9-1-1--
hernandeze

EXEMPT ARS 11-1134, A3

Resolution FCD 2011R009A

**PERMANENT DRAINAGE
EASEMENT AND AGREEMENT FOR FLOOD CONTROL PURPOSES**

Project: 450.07.31 (115th Ave. & Union Hills Dr.)

Item: F00327-DE3 [PM/JR]

Assessor's Parcel No.: 200-36-391

This Permanent Drainage Easement and Agreement ("Easement") is entered into this 16th day of September, 2016 by and between the following parties, and shall become effective upon acceptance by the Board of Directors of the Flood Control District.

GRANTOR: CANYON RIDGE WEST MASTER ASSOCIATION, an Arizona non-profit corporation

GRANTEE: FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (DISTRICT), a political subdivision of the State of Arizona, its agents, contractors, successors, and assigns.

FOR AND IN CONSIDERATION of the sum of **ONE DOLLAR (\$1.00)**, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GRANTOR** does hereby grant and convey to **GRANTEE**, a Permanent Drainage Easement and Right-of-Way for the following purposes, namely: The right of ingress and egress, and the right to construct, operate, and maintain a flood control project, including all incidental purposes consistent therewith, on, over, under, and across the real property embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

See Exhibit "A"

Attached hereto and incorporated herein

To have and to hold the said Easement unto **GRANTEE**, together with the right of ingress and egress to permit the economical operation and maintenance of said flood control project, including all incidental purposes consistent therewith.

GRANTOR hereby covenants that it is granting this Easement only to the extent of any interest it may have in the property.

RESERVING, however, to **GRANTOR**, its successors, and assigns, such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and Easement hereby granted; provided that any use of the land by **GRANTOR**, shall be subject to all federal, state and local laws and ordinances with respect to environmental issues and land use, including, but not limited to floodplain regulations, and provided such land uses are subject to restrictions including, but not limited to:

1. No planting trees or other deep rooted vegetation within the easement area;
2. No construction of permanent structures within the easement area,;
3. Uses within the easement that impact the function of the flood control improvements , or impedes periodic access for operation, maintenance, and repair by the DISTRICT;

Prior to construction within the easement area, it is recommended that **GRANTOR**, its successors, and assigns obtain a right-of-way permit from the DISTRICT for any proposed installations of improvements within the easement area, including, but not limited to pools, fencing, pavement, curbs, utilities, lighting, inlets, permanent landscaping, temporary structures, dry wells, septic systems, leach fields, or retention basins;

In the event the right, privilege, and Easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted, all rights herein granted shall cease and revert to **GRANTOR**.

GRANTEE agrees to indemnify **GRANTOR** for all direct damages to the real property, personal property, or physical injury to persons on the property of **GRANTOR**, as described in Exhibit "A", caused by or arising from the proximate result of the activities of **GRANTEE**, its officers, employees, agents or contractors in the exercise of **GRANTEE'S** rights pursuant to the terms of this Easement.

This Easement shall run with the land and shall be binding upon the parties.

NOW THEREFORE, in consideration of the same and further consideration here within set forth, this instrument contains all of the provisions between the parties hereto, there being no further consideration paid than herein specified.

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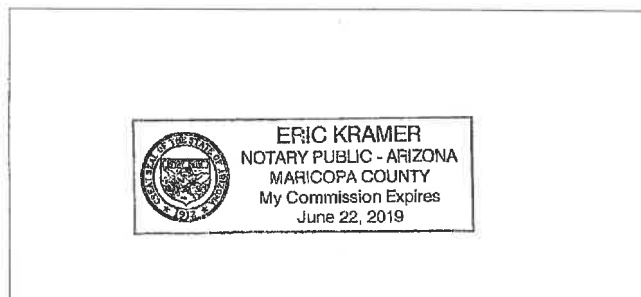
Project: 450.07.31 (115th Ave. & Union Hills Dr.)

Item: F00327-DE3 [PM/JR]

Assessor's Parcel No.: 200-36-391

Dated this 16 day of September, 2016.**GRANTOR: CANYON RIDGE WEST MASTER ASSOCIATION**, an Arizona non-profit corporationBy: Kathleen Oachs
Kathleen OachsIts: PresidentSTATE OF ARIZONA)
) §
COUNTY OF MARICOPA)The foregoing instrument was acknowledged before me this 16th day of September, 2016, BY: Kathleen Oachs, Its: President on behalf of the non-profit corporation.My Commission Expires 6-22-2019

Notary Public (signature)



Notary Stamp Seal

Project: 450.07.31 (115th Ave. & Union Hills Drive)

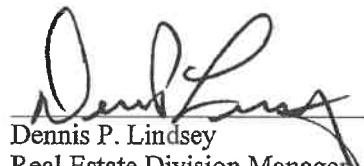
Item: F00327-DE3 [PM/JR]

Assessor's Parcel No.: 200-36-391

RECOMMENDED FOR APPROVAL:**FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**


William D. Wiley, P.E.
Chief Engineer and General Manager

11-9-16
Date



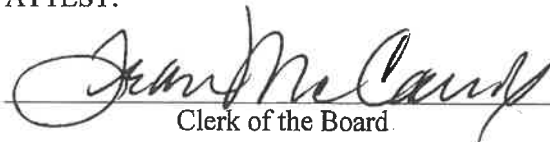
Dennis P. Lindsey
Real Estate Division Manager

11-9-16
Date

APPROVED AND ACCEPTED:**BOARD OF DIRECTORS OF
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**


Chairman of the Board

ATTEST:



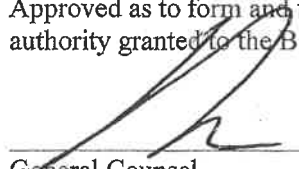
Clerk of the Board

NOV 16 2016

Date: _____

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Approved as to form and within the powers and
authority granted to the Board of Directors.



General Counsel

11/2/16
Date

Parcel No. 200-36-391
115th Ave & Union Hills Drive
Project No. 450.07.31
Item No. F00327-DE3

EXHIBIT "A"

A Drainage Easement lying within a portion of "TRACT O" of the Final Plat of "Canyon Ridge West", Book 508, Page 30, Maricopa County Recorder, lying within the Northwest quarter of Section 31-T4N,R1E of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. Said easement is more particularly described in two parcels as follows:

Parcel No.1:

COMMENCING at the North quarter corner of said Section 31, from which the Northwest corner bears South 89°56'57" West, a distance of 2797.78 feet; thence along the North-South mid-section line of said Section 31, South 00°05'22" East to a point on the South line of the North 40.00 feet of said Northwest quarter, a distance of 40.00 feet; thence along said South line, South 89°56'57" West, a distance of 293.48 feet to the **POINT OF BEGINNING**; thence continuing along said South line, South 89°56'57" West, a distance of 219.74 feet; thence South 00°03'03" East, a distance of 120.00 feet; thence North 89°56'57" East, a distance of 219.74 feet; thence North 00°03'03" West, a distance of 120.00 feet to the **POINT OF BEGINNING**. Containing 26,369 square feet or 0.6053 acres, more or less.

Parcel No.2:

COMMENCING at the North quarter corner of said Section 31, from which the Northwest corner bears South 89°56'57" West, a distance of 2797.78 feet; thence along the North-South mid-section line of said Section 31, South 00°05'22" East to a point on the South line of the North 40.00 feet of said Northwest quarter, a distance of 40.00 feet; thence along said South line, South 89°56'57" West, a distance of 23.00 feet to the **POINT OF BEGINNING**;

Parcel No. 200-36-391
115th Ave & Union Hills Drive
Project No. 450.07.31
Item No. F00327-DE3

EXHIBIT "A"

Cont'd;

thence continuing along said South line, South 89°56'57" West, a distance of 57.07 feet; thence South 73°40'03" West, a distance of 222.33 feet; thence South 00°03'03" East, a distance of 16.67 feet; thence North 73°40'03" East to a point on the South line of the North 40.00 feet of said Northwest quarter, a distance of 281.78 feet to the **POINT OF BEGINNING**. Containing 4,033 square feet or 0.0926 acres, more or less.

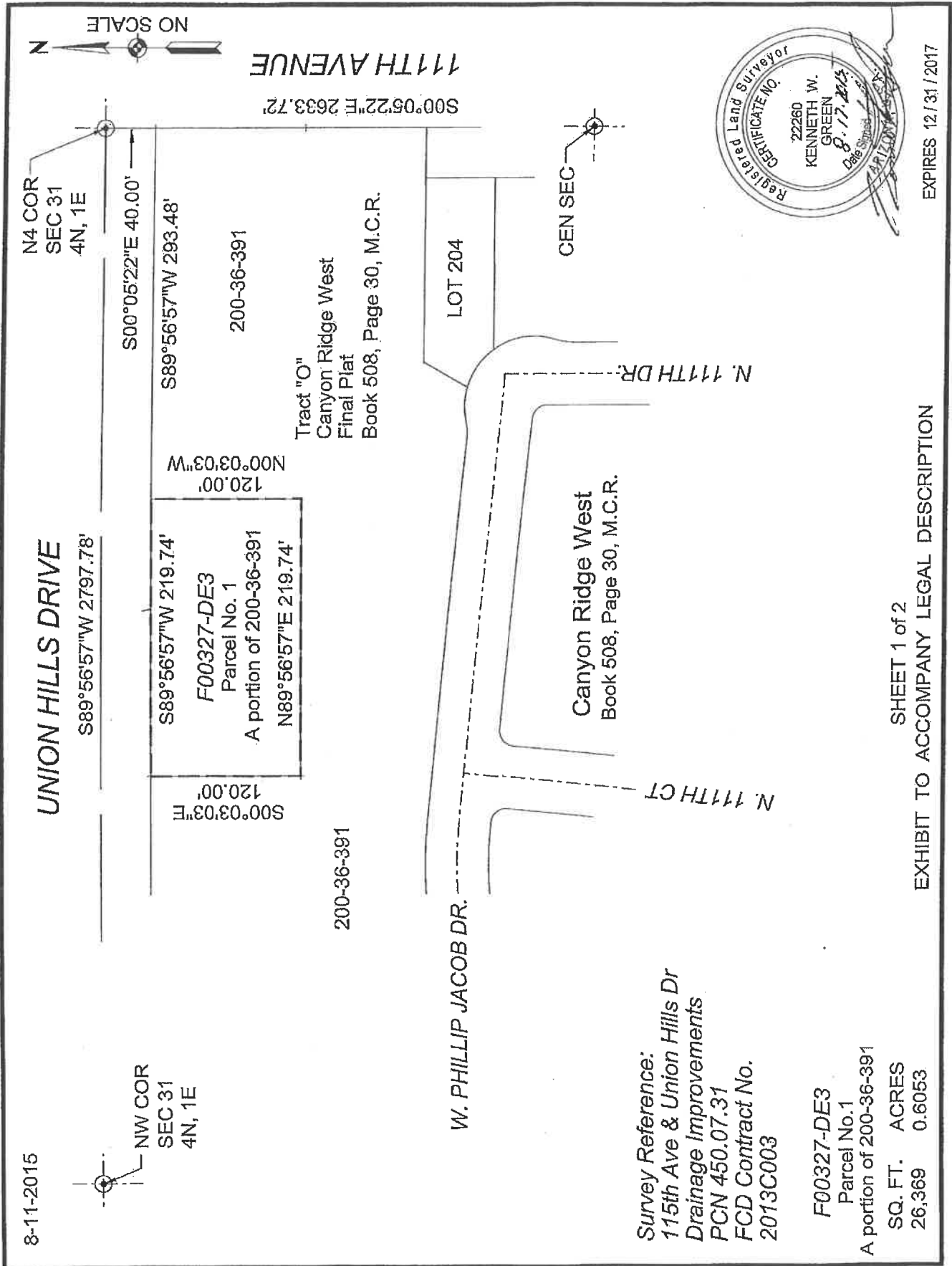
The above parcels combined contain 30,402 square feet or 0.6979 acres, more or less.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 8-11-2015	Chk:	Appr:
Rev:		
Maricopa County Public Works - Real Estate Division		



GRANTOR KO DATE 9-16-16

EXHIBIT "A"



EXPIRES 12/31/2017

Page 129 of 282

20160902493
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES



The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.

Attest: 12/03/2018 03:38:29 PM

By Adrian Fontes Recorder

To Verify this purchase visit

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=210721>

When recorded, Interoffice Mail to:
Flood Control District of Maricopa County
Real Estate Division [PP]

DE_F00327-7-1-1--
Yorkm

EXEMPT ARS 11-1134, A3

Resolution FCD 2011R009A

C-06-16-103-7-00

PERMANENT DRAINAGE

EASEMENT AND AGREEMENT FOR FLOOD CONTROL PURPOSES

Project: 450.07.31 (115th Ave. & Union Hills Dr.)

Item No.: F00327

Assessor's Parcel No.: 200-13-171B

This Permanent Drainage Easement and Agreement ("Easement") is entered into this 9th day of September, 2015 by and between the following parties, and shall become effective upon acceptance by the Board of Directors of the Flood Control District:

GRANTOR: CANYON RIDGE WEST MASTER ASSOCIATION, an Arizona non-profit corporation

GRANTEE: FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a political subdivision of the State of Arizona, its agents, contractors, successors, and assigns

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby dedicate, grant and convey to GRANTEE, a Permanent Drainage Easement and Right-of-Way for the following purposes, namely: The right of ingress and egress, and the right to construct, operate, and maintain a flood control project, including all incidental purposes consistent therewith, on, over, under, and across the real property embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

See Exhibit "A"

Attached hereto and incorporated herein

To have and to hold the said Easement unto **GRANTEE**, together with the right of ingress and egress to permit the economical operation and maintenance of said flood control project, including all incidental purposes consistent therewith.

GRANTOR hereby covenants that it is granting this Easement only to the extent of any interest it may have in the property.

RESERVING, however, to **GRANTOR**, its successors, and assigns, such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and Easement hereby granted; provided that any use of the land by **GRANTOR**, shall be subject to all federal, state and local laws and ordinances with respect to environmental issues and land use, including, but not limited to floodplain regulations.

In the event the right, privilege and Easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted, all rights herein granted shall cease and revert to **GRANTOR**.

GRANTEE agrees to indemnify **GRANTOR** for all direct damages to the real property, personal property, or physical injury to persons on the property of **GRANTOR**, as described in Exhibit "A", caused by or arising from the proximate result of the activities of **GRANTEE**, its officers, employees, agents or contractors in the exercise of **GRANTEE'S** rights pursuant to the terms of this Easement.

This Easement shall run with the land and shall be binding upon the parties.

NOW THEREFORE, in consideration of the same and further consideration here within set forth, this instrument contains all of the provisions between the parties hereto, they're being no further consideration paid than herein specified.

....

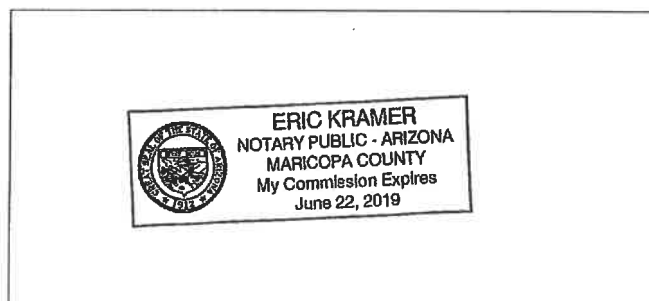
Project: 450.07.31 (115th Ave. & Union Hills Drive)

Item: F00327

Assessor's Parcel No.: 200-13-171B

Dated this 25 day of August, 2015.

GRANTOR: CANYON RIDGE WEST MASTER ASSOCIATION, an Arizona non-profit corporation

By: Kathleen Oachs
Kathleen OachsIts: PresidentSTATE OF ARIZONA)
)
COUNTY OF MARICOPA)The foregoing instrument was acknowledged before me this 25th day of August, 2015.By: Kathleen Oachs, Its: President on behalf of the non-profit corporation.My Commission Expires 6-22-2019Eric Kramer
Notary Public (signature)

Notary Stamp Seal

Project: 450.07.31 (115th Ave. & Union Hills Drive)

Item: F00327

Assessor's Parcel No.: 200-13-171B

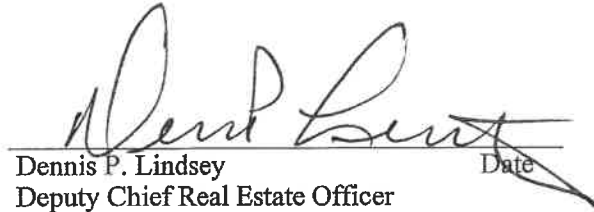
RECOMMENDED FOR APPROVAL:

**FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**

 9-2-15

William D. Wiley, P.E.
Chief Engineer and General Manager

Date

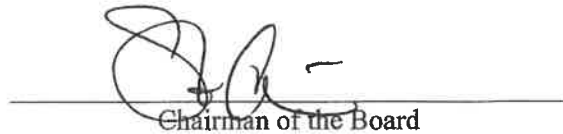


Dennis P. Lindsey
Deputy Chief Real Estate Officer

Date

APPROVED AND ACCEPTED:

**BOARD OF DIRECTORS OF
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**



Chairman of the Board

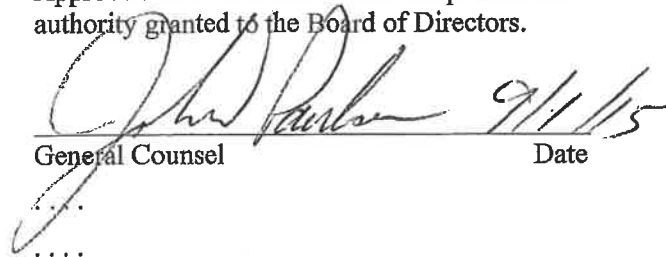
ATTEST:



Clerk of the Board

Date: SEP 09 2015

Approved as to form and within the powers and
authority granted to the Board of Directors.

 9/1/15

General Counsel

Date

.....
.....
.....
.....
.....

Parcel No. 200-13-171B
115th Ave & Union Hills Drive
Project No. 450.07.31
Item No. F00327-DE

EXHIBIT "A"

Two Drainage Easements lying within "TRACT A" of the Final Plat of "Canyon Ridge West Parcel 5", Book 694, Page 20, Maricopa County Recorder, lying within the Northwest quarter of Section 31-T4N,R1E of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. Said "TRACT A" is described in "Parcel 1" of Document 2006-1571806, Records of the Recorder of Maricopa County, Arizona. Said easements are more particularly described as follows:

Parcel One (1):

COMMENCING at the Northwest corner of said Section 31, from which the North quarter corner bears North 89°56'57" East, a distance of 2797.78 feet; thence along the West line of said Northwest quarter, South 00°15'52" East to the intersection of 115th Ave and Avenue of the Arts as shown on the Recorded Plat of said "Canyon Ridge West Parcel 5", a distance of 1925.53 feet; thence along the centerline of said "Avenue of the Arts", North 89°30'54" East, a distance of 40.00 feet; thence along the East line of the West 40.00 of said "115th Ave", North 00°15'52" West, a distance of 464.06 feet; thence North 89°44'08" East, a distance of 37.00 feet to the **POINT OF BEGINNING**; thence North 00°15'52" West, a distance of 299.00 feet; thence North 89°44'08" East, a distance of 45.00 feet; South 00°15'52" East, a distance of 299.00 feet; thence South 89°44'08" West, a distance of 45.00 feet to the **POINT OF BEGINNING**. Containing 13,455 square feet or 0.3089 acres, more or less.

Parcel Two (2):

COMMENCING at the Northwest corner of said Section 31, from which the North quarter corner bears North 89°56'57" East, a distance of 2797.78 feet; thence North 89°56'57" East along the North line of said Northwest quarter, a distance of 40.15 feet; thence South 00°03'03" East to the Northwest corner of "TRACT A" of said "Canyon Ridge West Parcel 5", a distance of 40.00 feet; thence South 00°15'52" East along the West line of said "TRACT A", a distance of 21.00 feet to the **POINT OF BEGINNING**. thence South 00°15'52" East, a distance of 238.00 feet; thence North 89°56'57" East, a distance of 90.00 feet; thence North 00°15'52" West to a point on the North line of "TRACT A", a distance of 259.00 feet; thence along said North line, South 89°56'57" West, a distance of 69.00 feet; thence South 44°50'32" West, a distance of 29.64 feet to the **POINT OF BEGINNING**. Containing 23,090 square feet or 0.5301 acres, more or less.

The above parcels combined contain Containing 36,545 square feet or 0.8390 acres, more or less.

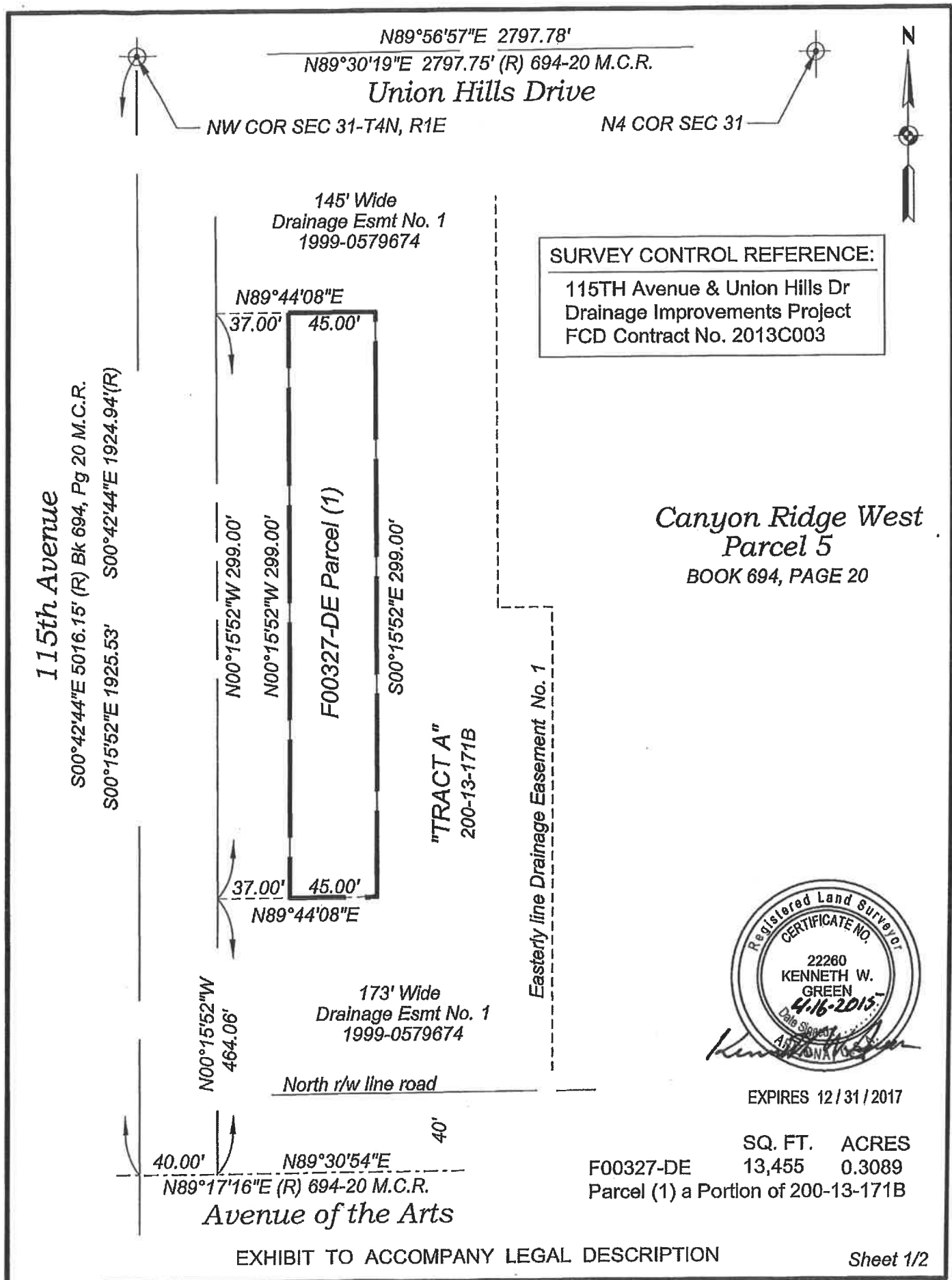
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 3-27-2015	Chk:	Appr:
Rev:		
Maricopa County Public Works - Real Estate Division		

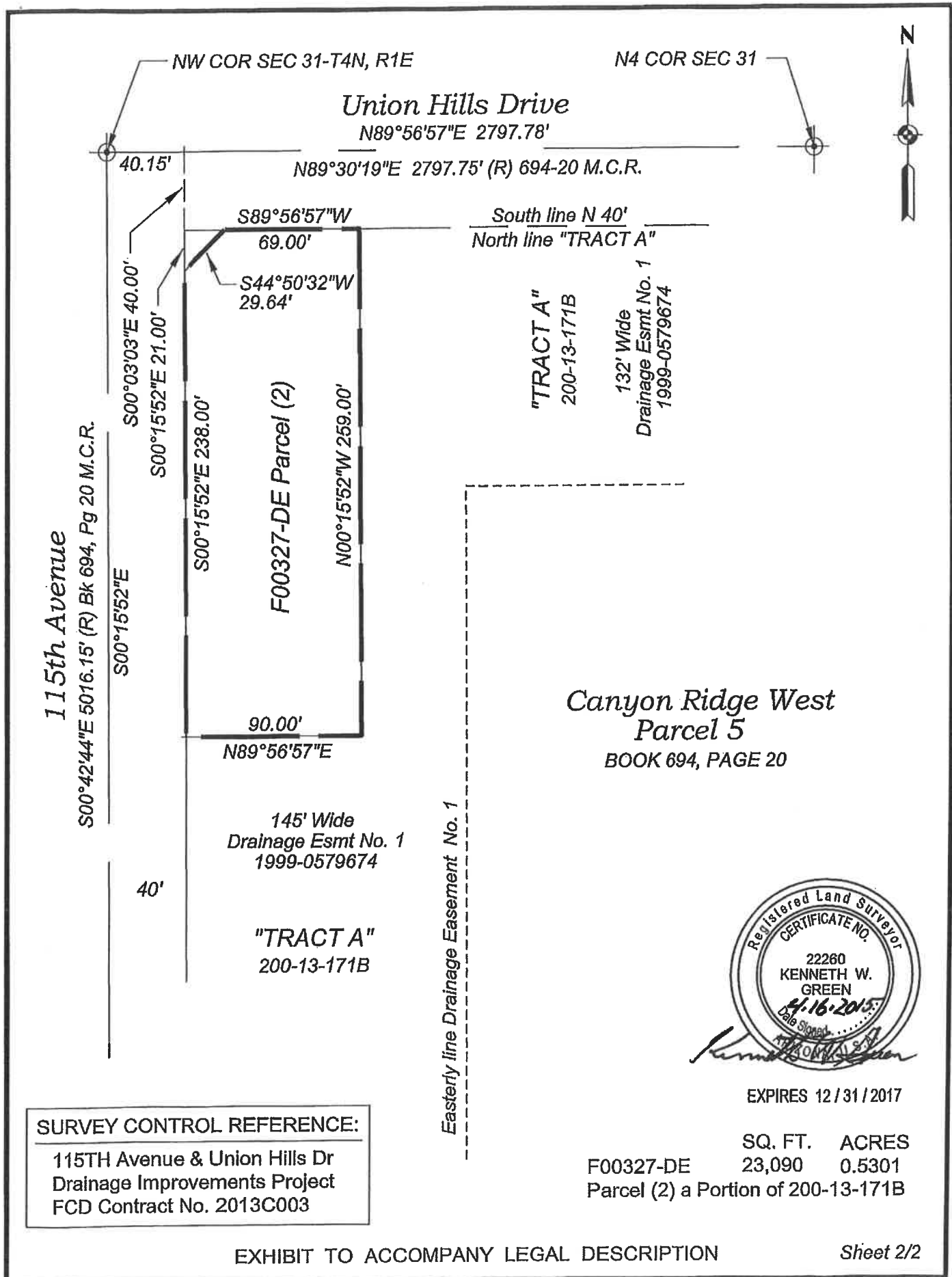


GRANTOR KD

DATE 8/25/15

EXHIBIT "A"





20150669648
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES



The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.

Attest: 10/09/2018 09:42:07 AM

By Adrian P. Fontes Recorder

To Verify this purchase visit
<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=208083>

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER

HELEN PURCELL

20150573199 08/07/2015 11:24

ELECTRONIC RECORDING

RECORDING REQUESTED BY:
NORTH AMERICAN TITLE CO.

WHEN RECORDED RETURN TO:
Maricopa County
Attn: Patty Paulson
2801 W. Durango Street
Phoenix, AZ 85009

1438971587468-10-2-1--
sarabiam

↑THIS SPACE FOR RECORDER'S USE ONLY↑

1/2

Escrow # 21800-15-03014

RECORDING COVER SHEET



CAPTION HEADING:

DRAINAGE EASEMENT

**DO NOT REMOVE. THIS COVER SHEET IS A PART OF THE
ORIGINAL, NON-CONFORMING DOCUMENT REFERENCED IN
THE CAPTION HEADING ABOVE.**

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=208080> [20150573199] 11 Pages

When recorded, Interoffice Mail to:
Flood Control District of Maricopa County
Real Estate Division [PP]

EXEMPT ARS 11-1134, A3

Resolution FCD 2011R009A

**PERMANENT DRAINAGE
EASEMENT AND AGREEMENT FOR FLOOD CONTROL PURPOSES**

Project: 450.07.31 (115th Ave. & Union Hills Drive)

Item: F00326 (PP)

Assessor's Parcel No.: 200-13-016X

This Permanent Drainage Easement and Agreement ("Easement") is entered into this 22nd day of July, 2015 by and between the following parties, and shall become effective upon acceptance by the Board of Directors of the Flood Control District.

GRANTOR: 115th AVENUE & BELL ROAD, LLC, an Arizona limited liability company

GRANTEE: FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (DISTRICT), a municipal corporation and political subdivision of the State of Arizona, its agents, contractors, successors, and assigns.

FOR AND IN CONSIDERATION of the sum of **Twenty-One Thousand One Hundred Seventy and no/100 Dollars (\$21,170.00)**, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GRANTOR** does hereby grant and convey to **GRANTEE**, a Permanent Drainage Easement and Right-of-Way for the following purposes, namely: The right of ingress and egress, and the right to construct, operate, and maintain a flood control project, including all incidental purposes consistent therewith, on, over, under, and across the real property embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

See Exhibit "A"

Attached hereto and incorporated herein

To have and to hold the said Easement unto **GRANTEE**, together with the right of ingress and egress to permit the economical operation, maintenance and repair of said flood control project, including all incidental purposes consistent therewith.

GRANTOR hereby covenants that it is granting this Easement only to the extent of any interest it may have in the property.

RESERVING, however, to **GRANTOR**, its successors, and assigns, such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and Easement hereby granted; provided that any use of the land by **GRANTOR**, shall be subject to all federal, state and local laws and ordinances with respect to environmental issues and land use, including, but not limited to floodplain regulations, and provided such land uses are subject to restrictions including, but not limited to:

1. No construction of permanent structures within the easement area;
2. Uses within the easement that impact the function of the flood control improvements , or impedes periodic access for operation, maintenance, and repair by the DISTRICT;
3. No leach fields or septic systems.

Prior to construction within the easement area, it is recommended that **GRANTOR**, its successors, and assigns shall obtain a right-of-way permit from the DISTRICT for any proposed installations of improvements within the easement area, including, but not limited to fencing, pavement, curbs, utilities, lighting, inlets, permanent landscaping, temporary structures or dry wells.

In the event the right, privilege, and Easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted, all rights herein granted shall cease and revert to **GRANTOR**.

GRANTEE agrees to indemnify **GRANTOR** for all direct damages to the real property, personal property, or physical injury to persons on the property of **GRANTOR**, as described in Exhibit "A", caused by or arising from the proximate result of the activities of **GRANTEE**, its officers, employees, agents or contractors in the exercise of **GRANTEE'S** rights pursuant to the terms of this Easement.

This Easement shall run with the land and shall be binding upon the parties.

NOW THEREFORE, in consideration of the same and further consideration here within set forth, this instrument contains all of the provisions between the parties hereto, there being no further consideration paid than herein specified.

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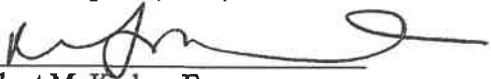
Project: 115th Ave. & Union Hills Drive

Item: F00326

Assessor's Parcel No.: 200-13-016X

Dated this 11th day of June, 2015.**GRANTOR: 115TH AVENUE & BELL ROAD, LLC, an Arizona limited liability company**

By: Phoenix Enterprises, LLC, an Arizona Limited Liability company, Its Manager

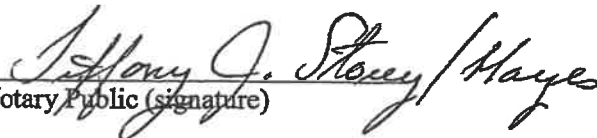
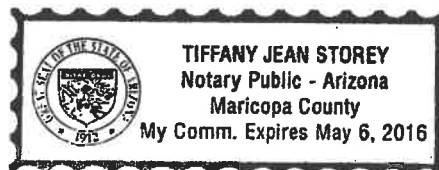
By: 

Robert M. Karber, Esq.

Its: _____

Sole Member

STATE OF ARIZONA)
) §
 COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 11th day of June, 2015.By: Robert M. Karber, the Sole Member of Phoenix Enterprises, LLC, an Arizona limited liability company, the Manager of 115th Avenue & Bell Road, LLC, an Arizona limited liability company.My Commission Expires May 6, 2016
Notary Public (signature)

Notary Stamp Seal

Project: 450.07.31 (115th Ave. & Union Hills Drive)

Item: F00326 (PP)

Assessor's Parcel No.: 200-13-016X

RECOMMENDED FOR APPROVAL:

**FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**


William D. Wiley, P.E.
Chief Engineer and General Manager

7/15/15
Date

APPROVED AND ACCEPTED:

**BOARD OF DIRECTORS OF
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**

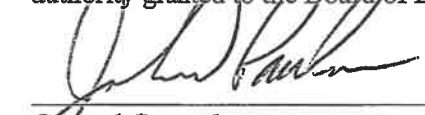

Chairman of the Board

ATTEST:


Clerk of the Board

Date: JUL 22 2015

Approved as to form and within the powers and
authority granted to the Board of Directors.


General Counsel

7/14/15
Date

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**Parcel No. 200-13-016X
115th Ave & Union Hills Drive
Project No. 450.07.31**

Item No. F00326-DE

EXHIBIT "A"

Two Drainage Easements lying within "Lot 2" of "Canyon Ridge West", lying within the West half of Section 31-T4N,R1E of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. Said "Lot 2" is described in Document 2013-0916829, Records of the Recorder of Maricopa County, Arizona. Said Drainage easements are more particularly described as follows:

Parcel 1:

COMMENCING at the Southwest corner of said Section 31; thence along the West line of said Section 31, North 00°15'38" West (North 00°30'51" West, Record), a distance of 263.97 feet to Southeast corner of Section 36-T4N,R1W, said corner being a point on the centerline of "Bell Road"; thence continuing along said West line, North 00°14'55" West, a distance of 54.95 feet; thence North 89°45'05" East, a distance of 40.00 feet to a point on the East right of way line of "115th Avenue" and the Southwest corner of "Lot 2" of said "Canyon Ridge West"; thence along said East right of way line, and along the West line of said "Lot 2", North 00°14'55" West, a distance of 45.00 feet to the **POINT OF BEGINNING**; thence along said West line, North 00°14'55" West, a distance of 258.00 feet; thence North 89°49'29" East, a distance of 184.00 feet; thence South 00°14'55" East, a distance of 193.00 feet; thence North 89°49'29" East, a distance of 131.33 feet to a point on the West line of that certain property as described in said Document 2002-0406956; thence along said West line, South 00°10'31" East to a point on the North right of way line of said "Bell Road", a distance of 90.00 feet; thence along said North line, South 89°49'29" West, a distance of 281.90 feet; thence North 53°19'12" West, a distance of 41.68 feet to the **POINT OF BEGINNING**. Containing 63,470 square feet or 1.4571 acres, more or less.

Parcel No. 200-13-016X
115th Ave & Union Hills Drive
Project No. 450.07.31

Item No. F00326-DE

EXHIBIT "A"

Parcel 2:

COMMENCING at the Southwest corner of "Lot 2" of said "Canyon Ridge West"; thence along the West line of said "Lot 2", North 00°14'55" West to a point from which the Northwest corner of "Lot 2" lies South 00°14'55" East, a distance of 263.84 feet; thence leaving said West line, North 89°56'56" East, a distance of 49.00 feet to the **POINT OF BEGINNING**; thence North 00°14'55" West, a distance of 248.00 feet; thence North 89°56'56" East, a distance of 42.00 feet; thence South 00°14'55" East, a distance of 248.00 feet; thence South 89°56'56" West, a distance of 42.00 feet to the **POINT OF BEGINNING**. Containing 10,416 square feet or 0.2391 acres, more or less.

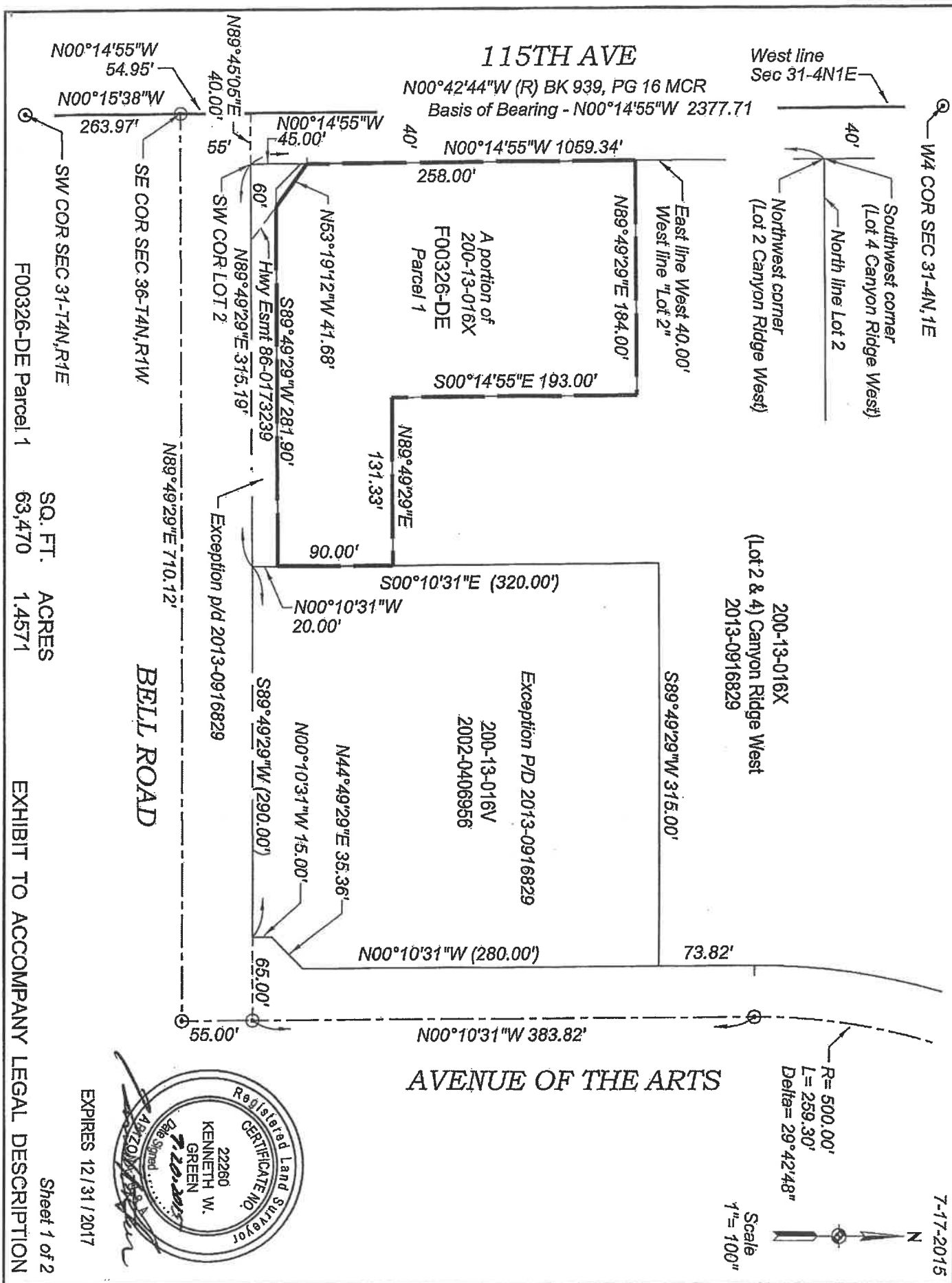
The above described parcels combined contain 73,886 square feet or 1.6962 acres, more or less.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 2-10-2015	Chk: 7-17-2015	Appr:
Rev: 7-17-2015		
Maricopa County Public Works - Real Estate Division		

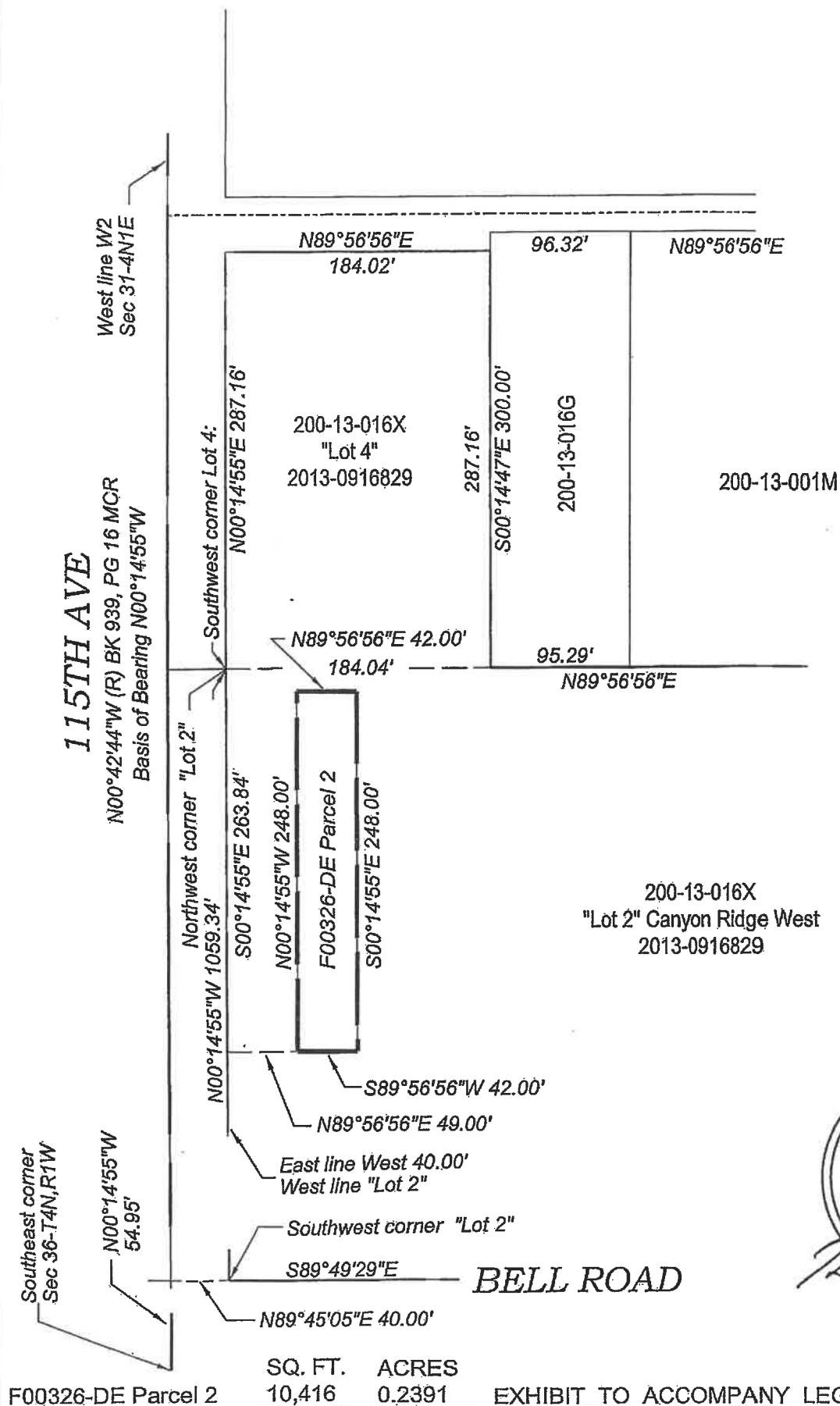


GRANTOR _____ DATE _____

EXHIBIT "A"



7-17-2015

Scale
1"= 100'

EXPIRES 12/31/2017

Sheet 2 of 2

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

20150573199
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES



The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.

Attest: 10/09/2018 09:37:50 AM

By Adrian P. Fontes Recorder

To Verify this purchase visit
<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=208080>



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 2, 2019

Contact Person: Eric Fitzer, DIRECTOR - COMM
DEV

Submitting Department: Community Development District: District 3

Staff Recommendations: None

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

Consideration and Action on accepting a Warranty Deed for right of way from A&B Investments INC, near 175th Avenue and Sweetwater .

Motion:

I move to approve accepting a Warranty Deed for right of way from A&B Investments, INC.

Background:

The City has been working with the land owner to place no parking signs on his property to assist in the parking and traffic issues at Paradise Honors High School located on 175th avenue and Sweetwater. A&B Investments has granted right of way to assist in the traffic issues and for the placement of signs.

Objective Analysis:

The City lacks sufficient right of way on the east side of 175th avenue. Approval of this item will allow the City to assist the neighborhood with the traffic issues associated with the end of school at the high school.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City currently maintains 175th avenue in this area.

FTE Impact:

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

ATTACHMENTS:

1. A&B Investments WD for rw

2. ROW - A&B Investments - Valuation Memo

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

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

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

A & B Investments, INC., ("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

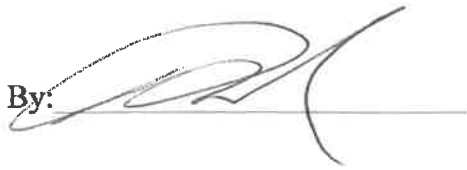
It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTOR

GRANTEE: City of Surprise, an Arizona
municipal corporation

By: 

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 _____,
2018, by _____

My commission expires:

Notary Public:

*Please see attached
Acknowledgement*

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, known by me as the Mayor of the City of Surprise, an
Arizona municipal corporation.

My commission expires:

Notary Public:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Ventura)
 On March 5th 2019 before me, A. G. Barhagh, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Bruce A. Agenter
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. G. Barhagh
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Warranty Deed Document Date: March 5th 2019
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT OF WAY DEDICATION

A portion of the southeast quarter of Section 14, Township 3 North, Range 2 West of the Gila and Salt River Bas and Meridian, Maricopa County, Arizona described as follows:

Beginning at the Center Quarter Corner of said Section 14 being the northwest corner of that real property as described in Special Warranty Deed 20000050457 Records of said Maricopa County, from which the south quarter corner of said Section 14 lies South 00°23'51" West 2640.44 feet;

Thence along the north line of said real property, being also the east-west midsection line of said Section 14, North 89°59'55" East 53.00 feet;

Thence departing said line South 00°23'51" West 401.53 feet to the north line of that real property as defined in that Special Warranty Deed recorded as Instrument 20150888709, Records of said County;

Thence along said North line South 89°59'55" West 53.00 feet to the north-south midsection line of said Section 14;

Thence along said line North 00°23'51" East 401.53 feet to the POINT OF BEGINNING;

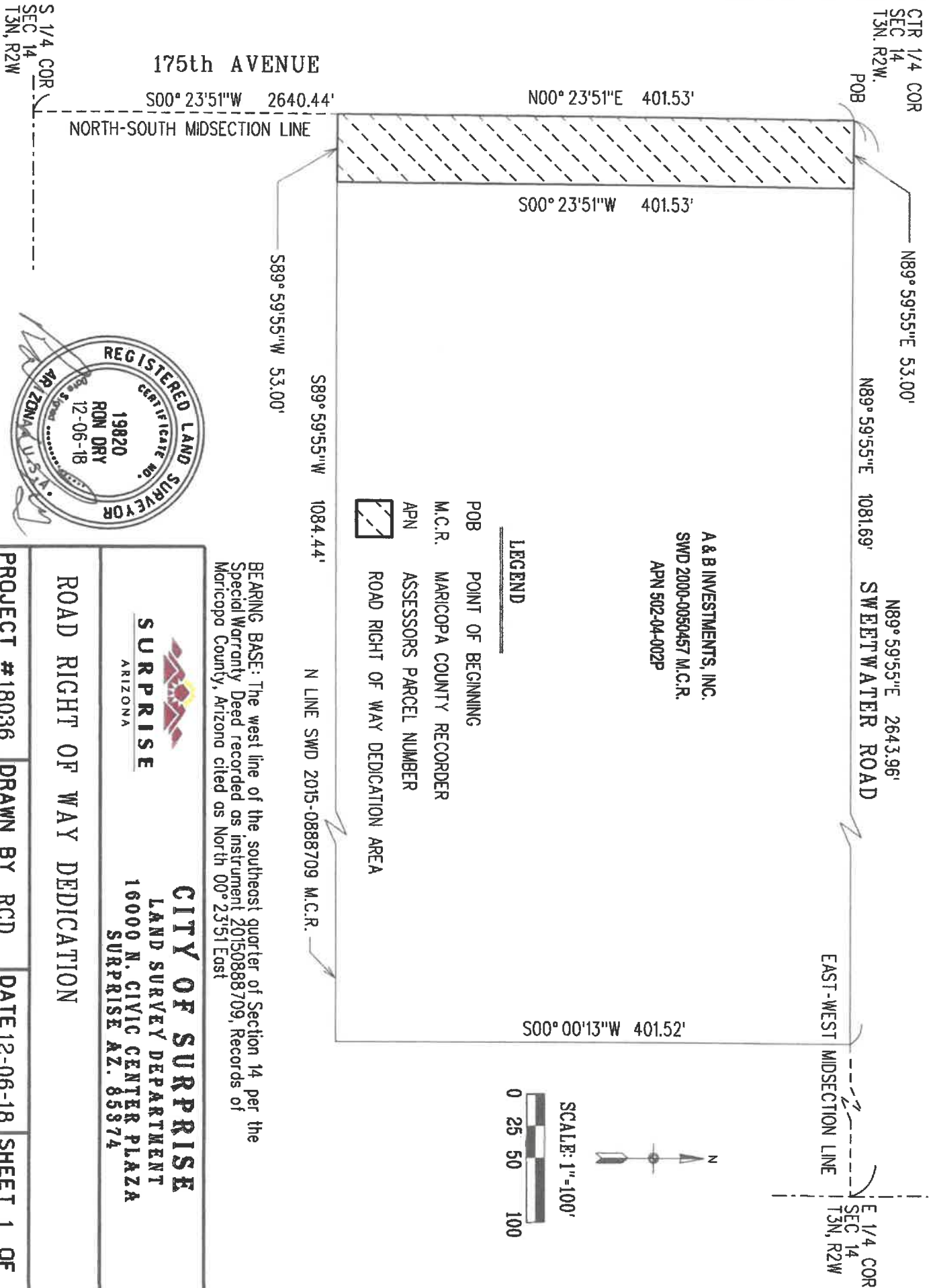
Containing 21,281 square feet more or less.

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

End of description



EXHIBIT "B"



BEARING BASE: The west line of the southeast quarter of Section 14 per the Special Warranty Deed recorded as instrument 20150888709, Records of Maricopa County, Arizona cited as North 00° 23'51" East

A & B INVESTMENTS, INC.
SWD 2000-0050457 M.C.R.
APN 502-04-002P

Date: March 12, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: A&B Investments Property Right of Way Valuation

The Value of the Right of Way associated with the A&B Investments Property is \$106,405.00.

The area being dedicated as right-of-way is 21,281 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 2, 2019
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 March 11, 2019 Special City Council Meeting and March 19, 2019 Regular City Council Work Session, Regular City Council Meeting and Executive Session.

Motion:

I move to approve

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 031919 REG MTG
 2. 031919 WKS
-

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

Tuesday, March 19, 2019 @ 6:00PM

Call to Order

Roll Call

Mayor Hall called the Regular City Council Meeting to order at 06:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, March 19, 2019. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Member Hayden, Council Member Judd, Council Member Duffy, Council Member Sanders and Council Member Remley.

Staff Present:

City Manager, Michael Frazier, City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

1. Proclamation by Mayor Skip Hall of "Fix a Leak Week" for the City of Surprise.

Mayor Hall read aloud a proclamation proclaiming Fix a Leak Week for the City of Surprise and presented the proclamation to the Surprise Water Services Division.

City Manager Report

Reports

City Clerk Report

Reports

Call to The Public

Regular City Council Meeting Agenda

CONSENT AGENDA:

Vice Mayor Winters made the motion to approve the consent agenda, excluding item #7. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

1. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocating appropriations in the amount of \$3,000 from project N42010 RV Park Operations to project P42011 Original Town Site Land Improvements within the General Capital Projects Fund, and \$16,300 from project P42010 Original Town Site Land Acquisition in the General Capital Projects Fund to project P42011 Original Town Site Land Improvements in the SW Gas Capital Expenditure Fund; Resolution #2019-25 - APPROVED

2. Consideration and action pertaining to approval of the Final Plat entitled, "Carol Acres" dated February 13, 2019, a property generally located north of Dynamite Road and West of 166th Avenue - APPROVED

3. Consideration and action pertaining to acceptance of a warranty deed for Right of Way and Utilities along 171st Ave from Mr. and Ms. Lim - APPROVED

4. Consideration and action pertaining to acceptance a Warranty Deed for Right of Way and Utilities along 171st Ave from Mr. Leav - APPROVED

5. Consideration and action pertaining to acceptance of a Warranty Deed, Utilities and a Drainage Easement from Ms. Davis - APPROVED

6. Consideration and action pertaining to approval of a sewer line easement at Heritage Farms along 175th Avenue between Waddell and Sweetwater - APPROVED

7. Consideration and action on the meeting minutes of March 5, 2019 Regular City Council Work Session and Regular City Council Meeting Executive Session - APPROVED AS AMENDED

Council Member Judd made the motion to approve the minutes with the amendment of attendance correction to the Executive Session Minutes. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON PUBLIC HEARING:

8. Consideration and action pertaining to approval of the AZWARN Mutual Aid Agreement between the City of Surprise and the Arizona Water and Wastewater Agency Response Network (AZWARN) and associated members memorializing the terms and procedures for requesting emergency response for water and wastewater utilities outside a utility service area in times of emergencies; Resolution #2019-29 - APPROVED

Deputy City Manager, Terry Lowe gave a brief presentation regarding this item.

Council Member Sanders made the motion to approve Resolution 2019-29. Council Member Remley seconded the motion. Seven yes votes, motion carried.

9. Presentation and discussion pertaining to the history and purpose of the Youth Services Division - NO ACTION

HSCV Director, Seth Dyson opened the presentation for this item. Paul Bernardo and Mike Cassidy continued with the presentation.

Youth Services Overview and Update included the Beginning; the origination; in 2006 the formation of the Teen Advisory Commission. In 2012 Councilmember, John Williams brought forward the idea to expand the program and hired the first Youth Services Administrator.

Mr. Cassidy continued the powerpoint presentation and discussed the transition in 2016 and evolution of Youth Services.

Mr. Bernardo concluded the presentation and asked Council for questions/comments.

Council Member Sanders - Talked about many programs and how are they decided? Do the youth come up with these?

Mr. Bernardo - Students go to a retreat in the summer, choose and vote upon the projects they would like to pursue for the upcoming year.

Vice Mayor Winters - Wasn't the Surprise Youth Council Meeting at City Hall at one time?

Mr. Bernardo - Yes, in the Community Room.

Mr. Cassidy - We made the decision to move after discussing with the Youth, mostly because of space at City Hall. The techcelerator has more room.

Vice Mayor Winters - Do we have an idea of what this program costs?

\$55,200. and has stayed the same for several years.

Council Member Judd - How many youth are in the program?

Mr. Cassidy - 30 right now. Total with all programs 65 youth.

Council Member Judd - committee make up? Find more ways to engage their age group, we need more programs for 13-17.

Council Member Duffy - Have had a lot of interaction with the youth council, is there a calendar we can see to see what is going on? Meetings are available on the City calendar.

Mayor Hall questioned an activity calendar and also the Teen Court program.

Mr. Cassidy gave the details on this program.

Mayor Hall commented as a suggestion, it would be a good exercise for the youth to run a meeting. Maybe make it a part of your curriculum. Agenda, vote, minutes, etc., It teaches them how to run a meeting. They should learn this. I have taken a lot of notes and learned a lot tonight.

Council Member Remley commented that he's impressed the way the leadership structure is designed.

Council Member Hayden - I would be interested in having more of this type of interaction. I think it's such a value to know what our kids are doing? Can you come back more often and give an update on what is going on.

10. Discussion pertaining to the City's Ride Choice Program and potential improvements - NO ACTION

Vice Mayor Winters asked for this item to be placed on the agenda and thanked Council Member Judd for being the 2nd. There are complaints coming in for Ride Choice Program. We have a few people in the audience that uses the program that are having transportation issues. We need to fix this problem.

Dave Kohlbeck of Public Works removed the program and changes that are recently being made. The current program began in December 2018, has had its struggles with wheelchair providers in the northwest valley. Working with both Valley Metro to seek providers to perform the services for Ride Choice. It is a struggle.

Public Comments:

Pamela Yaeger - Rides have been cancelled or no shows with Ride Choice, need wheelchair accessible vehicle.

Mayor Hall - Pam is ADA Certified so why didn't they find her in the system?

Mayor Hall - Do they have a system right now that can located vehicles that have lifts for wheelchairs? Do we have a large amount of wheelchair users in Surprise?

Mr. Kohlbeck - Yes they do.

Council Member Hayden - Please make sure Pam has a ride home tonight so that she's not in the dark. Is there an advocate that can help Pam?

Mr. Kohlbeck - We will have discussions with ALC.

Council Member Remley - Several months ago when this program was initiated, we were told we were going to get reports every 30 days, I haven't seen any.

Pam - thanked Council for listening tonight, there are some good drivers, but we need to do better than this.

Michael Ellison - Many issues with rides, being a disabled person is eye opening to me. Major surgeries coming up, many appointments. This should not happen to any of us.

Joe Urshan - I have been here a few times to complain about the terrible cab service, how are the contracts determined? The system we have we pay in advance. I shouldn't have to pay for a ride that I am not getting. I would like to see Valley Metro be more involved. Somebody is dropping the ball, who is watching over this program, something has to be done. There is a report that came out in March 2018, the State of Arizona has the worst record of pedestrian deaths. We are not getting help from the police, red light runners.

Vice Mayor Winters - You told me you had a problem from LYFT, one of Ride Choice providers.

Council Member Judd - Thanked Pamela, Mike and Joe to come and share their issues with us. He asked Mr. Kohlbeck about reports.

Mr. Kohlbeck - A number of reports we receive, numbers of rides, timing, etc., valley wide reports.

Council Member Judd - What other options do we have if we got fed up with this program?

Mr. Kohlbeck - We would have to solicit on our own, or provide the service ourselves. If we chose to go out for paratransit, we may get a bidder or two, it's hard to say, very complex system.

Council Member Remley - I want to thank you for putting up with all of our questions, I am sure there is a great deal of frustration dealing with a substandard service. Somehow we have to stomp our feet, so these folks know we are not happy with what is going on. We pay a lot of money for this service.

Vice Mayor Winters - This program is costing the taxpayers \$400,000.

Council Member Hayden - Can you verify the cancellations with your reports.

Other Business and Future Agenda Items

City Council Reports

Council reported and/or attended the following:

Council Member Judd - Helicopter trip on the CAP, 1/2 trillion gallons annually. Plastic bags are the biggest problem. Nothing Bundt Cakes in Surprise; attended Sundancers Celebration, scholarships; went to Dysart Education Center; high level talk about government for a 3rd grade class.

Vice Mayor Winters - Desert Oasis HOA block party; visited the General Dollar Store.

Council Member Hayden - HOA Block Party's

Council Member Remley - We are ambassadors in the community, let everyone know what is going on. Emphasize to the HOA's we want to be involved and go to their meetings.

Mayor Hall - 2 community meetings regarding City Center; next is District 3 this Thursday night at Larry Miller auto dealer. We have received good input from the residents. Last week for spring training. State of the City on March 28th here at City Hall. Upcoming Outreach meeting in District 6.

Vice Mayor Winters made the motion to recess into executive session at 8:01 PM. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Executive Session

11. Consideration and action to enter into executive session for discussion and consultation with the City Attorney for legal advice and the City's position pertaining to pending City of Surprise litigation pursuant to A.R.S. 38-431.03(A)(3) and (4).

Council reconvened the Regular Meeting at 8:20 PM

Adjournment

Vice Mayor Winters made the motion to adjourn the Regular City Council Meeting of March 19, 2019 at 8:28 PM. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, March 19, 2019.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, March 19, 2019 @ 4:00PM

Call To Order

Roll Call

Pledge of Allegiance

Call To The Public

Regular City Council Meeting Agenda

1. Budget discussion on internal departments, which include Finance, Information Technology, Human Resources, City Manager's Office, City Council, City Clerk's Office, and City Attorney's Office - NO ACTION

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

Finance

Mayor Hall asked about electronic meter reading timeline? Also asked about alarm for leaks?

Ms. Davis - Ready to award the contract for FY21/22. Also looking into the leak detection, scope, cost, etc.

Information Technology Department:

Council Member Judd asked about 442 TB, stored local or in the cloud?

IT Director Hollowell - Local stored on site.

Council Member Judd - Physical Security Cost - Estimate of what we are trying to prevent with security.

Council Member Sanders - Security cost, does it include scanners, equipment, etc.

Human Resources:

Mayor Hall - Do we do exit interviews with employees that leave? Do we do a summary report on this? Can you give Council a report on this sometime?

HR Director, Lisa Angelini - Yes we do, we are starting to do a summary review.

Council Member Remley - Annual employee satisfaction survey, correct?

Ms. Angelini - Yes over a year ago. Maybe include in the same report employee exit interview summary.

City Manager's Office:

Mayor Hall questioned the donation amount, where does this come from?

Ms. Osborn - Youth program that will be moving to HSCV.

Mayor/Council Office:

Mayor Hall questioned election expenses

City Clerk's Office:

Vice Mayor Winters - additional help needed?

City Attorney's Office:

Mayor Hall commented that the Legal department does a fantastic job, we have a good defense and we need one.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

Executive Session

Adjournment

Vice Mayor Winters made the motion to adjourn the Regular City Council Work Session of March 19, 2019 at 4:26 PM. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, March 19, 2019**.

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 2, 2019

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: Legal
Staff Recommendations: None

District: Internal

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

Agenda Wording:

Consideration and action pertaining to authorizing the City Attorney to defend the City in pending litigation; Resolution # 2019-36.

Motion:

I move to approve Resolution #2019-36.

Background:

A Complaint has been filed in the Maricopa Superior Court- Cause no. CV2019-004691. This item will authorize and direct the City Attorney, or his designees, to take any and all actions necessary to defend the City's interests in the litigation, including filing third-party complaints against nonparties at fault.

Objective Analysis:

N/A.

Policy Compliant:

Per Surprise Municipal Code Sec. 4-2, the City Attorney shall manage all legal actions against or on behalf of the City, including evaluating legal liability; prosecuting, defending and providing legal representation in all civil actions involving the city.

Financial Impact:

N/A.

Budget Impact:

N/A.

FTE Impact:

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

ATTACHMENTS:

1. 19.03.20 Resolution # 2019-36

RESOLUTION # 2019-36

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ATTORNEY, OR DESIGNEE, TO TAKE ANY AND ALL ACTIONS NECESSARY TO DEFEND THE CITY OF SURPRISE BEFORE THE MARICOPA SUPERIOR COURT IN CAUSE NO. CV2019-004691, INCLUDING BUT NOT LIMITED TO, BRINGING A THIRD-PARTY COMPLAINT AGAINST ANY NONPARTY WHO IS OR MAY BE LIABLE FOR ALL OR PART OF THE CLAIM(S) AGAINST THE CITY OF SURPRISE.

WHEREAS, A complaint [Cause No. CV2019-004691] has been filed in the Maricopa County Superior Court against the City of Surprise;

WHEREAS, City Council desires to authorize and direct the City Attorney, or his designee, to take any and all actions necessary to defend the City's interest in this matter, including but not limited to, bringing third-party complaint(s) against any nonparty who is or may be liable for the claim(s) against the City.

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

The City Attorney, or his designee, is authorized and directed to take any and all actions necessary to defend the City of Surprise in the matter referenced herein, including but not limited to, filing a third-party complaint against any nonparty who is or may be liable for all or part of the claim(s) against the City of Surprise.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 2, 2019 Contact Person: Joshua Mike
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 pertaining to adoption of an Ordinance annexing approximately 20 acres of unincorporated land generally located 1/2 mile north of Happy Valley Road, on the east side of 151st Ave; Ordinance 2019-08.

Motion:

Move to approve/deny Ordinance 2019-08.

Background:

Two property owners are seeking annexation of undeveloped land generally located one-half mile north of Happy Valley Road on the east side of 151st Avenue. The annexation proposal is for 19.89 acres of unincorporated land. The property has 2 parcels with Maricopa County zoning districts of Rural-43. If annexed, the property will assume similar zoning of the Surprise Unified Development Code (SUDC) of Rural Residential (RR).

The applicant held a Citizen Review meeting on November 8, 2018 at the Sundown Mountain School. Advertisements were posted in a local newspaper and 3 signs were posted within the subject property. Surprise City Council approved Resolution # 2018-171, directing Staff to record a blank petition.

The blank petition was recorded with the Maricopa County Recorder's Office on January 25, 2019. Per the Arizona Revised Statutes (ARS), signatures of property owners may not be collected until 30 days after the recording of the blank petition, and a public hearing must be held within the last ten days of the 30 day waiting period. Once the public hearing is held and the 30 day waiting period has expired, state statute requires that an excess of 50% of the land owners and assessed valuation for all real and personal property sign the petition in order to validate the petition. Staff has determined that the applicant obtained sufficient signatures as required by statute.

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 19.87 acre area where the City did not have to previously serve.

Policy Compliant:

Annexing this property into the City limits 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 which the City did not provide services to in the past. If the area is annexed, there could be future development fees and sales and property taxes.

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 which the City did not provide services to in the past. If the area is annexed, there could be 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 FS18-315 Saddlehorn Ranch Annexation CC 4-2-19 Staff Report
 2. 01 FS18-315 Saddlehorn Ranch - Viniety Map
 3. 02 FS18-315 Saddlehorn Ranch Signed Petition
 4. 03 FS18-315 Saddlehorn Ranch Assessor Report Surprise
 5. 04 FS18-315 Saddlehorn Ranch DOR ValueTransmittalLtrRpt
 6. 05 FS18-315 Saddlehorn - Residential Impact Analysis
 7. 06 FS18-315 Saddlehorn - Ordinance 2019-08
 8. 07 FS18-315 Annexation 2-19-19 CC Presentation
-



Case: FS18-315

Project Name: Saddlehorn Ranch Annexation

Council District: 1

City Council Date: April 2, 2019

Planner: Joshua Mike

Owner: JK5SURPRISE LLC and KAX LLC

Applicant: Kent A. Xander

Request: Annexation

Site Location: Generally located 1/2 mile north of Happy Valley Road, on the east side of 151st Ave

Site Size: 19.89 acres (approx.)

Density: 1 dwelling unit per acre

Actions: **Approve:** Approval of the proposed annexation will increase the corporate limits of the City of Surprise and allow for the subsequent approval of a related zone change request, which in turn will allow the property to be developed in accordance with the City of Surprise General Plan and Unified Development Code.

Deny: Denial of the proposed annexation will result in the continuation of a long-standing county jurisdiction and prevent the City Council from taking action regarding the related Zone Change requests.

Introduction:

Kent A. Xander seeks annexation of an undeveloped parcel generally located between Happy Valley Road and Jomax Road, east of 151st Ave. The annexation proposal is for 19.89 acres, consisting of 2 different owners, of unincorporated land adjacent on 2 sides within Surprise city limits.

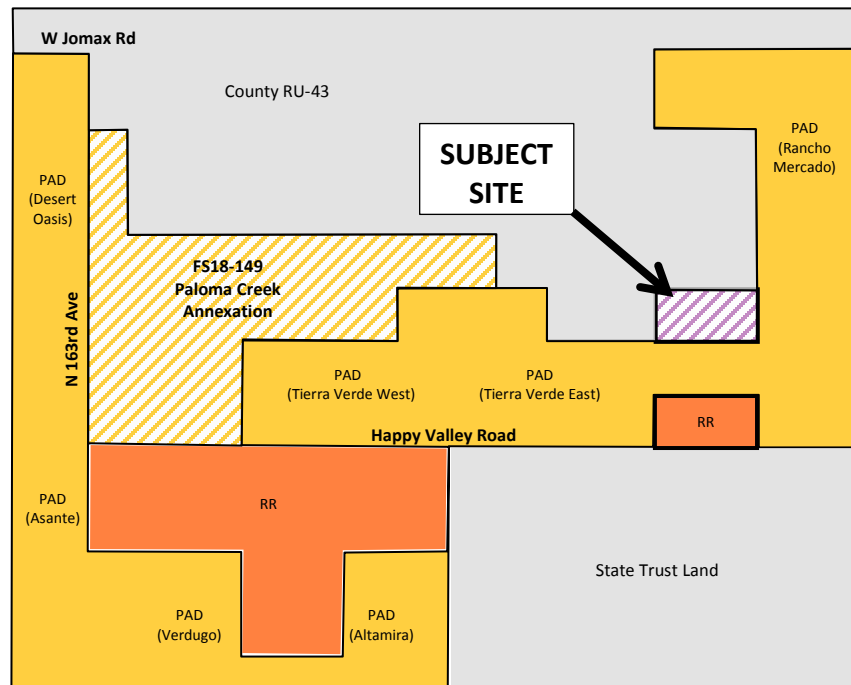
Annexation Process:

Arizona Revised Statutes established requirements for a municipality to annex unincorporated land. The City must file a blank annexation petition with Maricopa County where it is held for a 30-day waiting period. City Council must hold a public hearing during the last 10 days of the 30-day waiting period, also required by Arizona Revised Statutes. After the public hearing and the 30-day waiting period has ended, an excess of 50% of the land owners and assessed valuation for all real and personal property must sign the petition in order to validate the petition. State statute also allows up to one year following the end of the 30-day period to obtain the required number of signatures.

- The City recorded the blank petition with the Maricopa County Recorder's Office on January 25, 2019.
- Surprise City Council held a public hearing on February 19, 2019
- Mandatory 30-day waiting period ended on February 25, 2019
- Applicant submitted signed petition on March 11, 2019

Project Description:

The property is currently zoned Maricopa County Rural-43. If annexed, the property will assume similar Rural Residential (RR) zoning of the Surprise Unified Development Code (SUDC). In a concurrent development application, this property is part of a rezoning case FS18-316 and will be heard by both the Planning and Zoning Commission and City Council on a later date.



68 **Background:**

69
70 October 19, 2018: Posted notice of the Citizen Outreach meeting in at least three conspicuous
71 public places in the territory proposed to be annexed.

72
73 October 22, 2018: Published notice of the Citizen Outreach meeting in Daily Sun News

74
75 November 8, 2018: The applicant held a Citizen Outreach meeting that also discussed the
76 concurrent development application for rezoning (FS18-316).

77
78 January 25, 2019: Blank petition with legal description and affidavit verifying that territory is
79 not subject to an earlier filing for annexation is filed with Maricopa County Recorder's Office.
80 Notice and copies of filings are sent to Clerk of the Board of Supervisors and County Assessor.

81
82 February 4, 2019: Notice published on City website and in the Daily News.

83
84 February 13, 2019: Request sent to Maricopa County Assessor's office and AZ Department of
85 Revenue for the name and address of each owner and the assessed value of all property within
86 the boundaries.

87
88 February 13, 2019: Posted notice of the public hearing on February 19, 2019 in at least three
89 conspicuous public places in the territory proposed to be annexed. Notice sent by mail to Chair
90 of Maricopa County Board of Supervisors and each owner of real and personal property within
91 territory proposed to be annexed. Notice published in the Surprise Today.

92
93 February 19, 2019: The City Council held a public hearing during the last ten days of the 30-day
94 waiting period as required by Arizona Revised Statutes.

95
96 March 11, 2019: The City received signed petition.

97
98 March 18, 2019: Notice published on City website and in the Daily News.

99
100 March 20, 2019: Notice published in the Surprise Today.

101
102 **Citizen Outreach:**

103
104 The site was posted in accordance with the SUDC and state statute. As noted above, the
105 applicant held an outreach on November 8, 2018 for the concurrent rezoning application. The
106 outreach meeting and associated hearings were advertised in accordance with the SUDC and
107 state law. No support or opposition was received as a result of these efforts.

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	SWG
Schools:	Dysart USD #89

Summary:

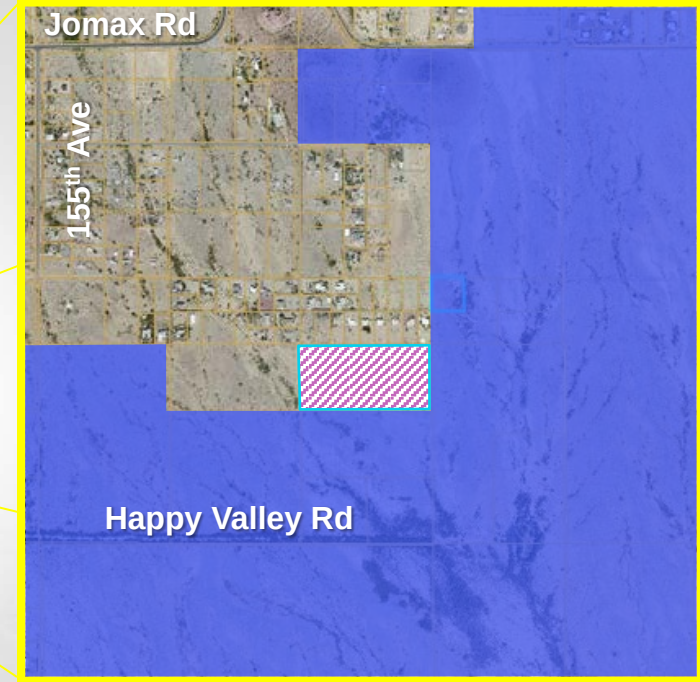
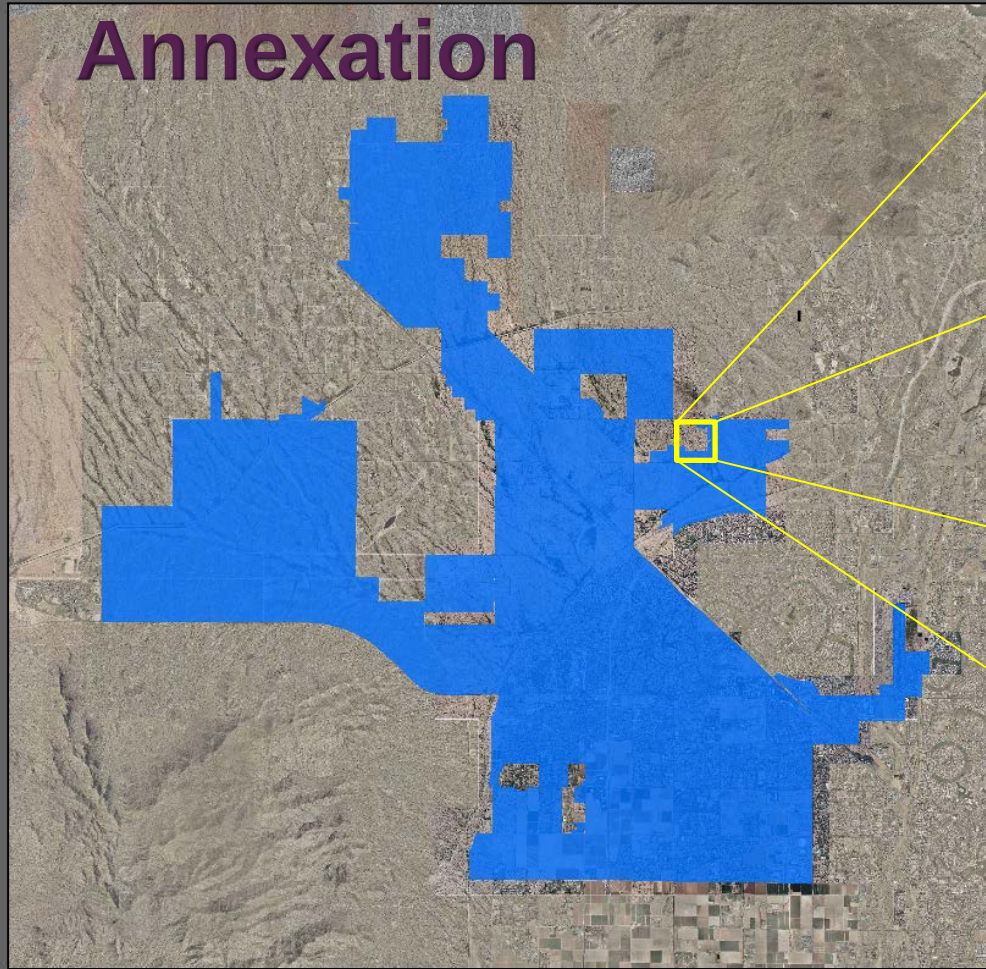
The annexation boundary to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes. The proposed annexation is requested of two vacant parcels totaling 19.89 acres and requires two signatures after the Arizona Revised Statutes required 30-day waiting period that concluded on February 25, 2019. Saddlehorn Ranch is eligible for annexation by the City of Surprise City Council.

<u>Annexation Details</u>	<u>A.R.S Requirements</u>	<u>Provided</u>	<u>Percentage provided</u>
Real Property - 2 parcels	2 signatures	2 signatures	100%
Total Assessed Value - \$120	Exceed \$60	\$120	100%

Attachments:

- 01 Vicinity Map
- 02 Signed Petition
- 03 Assessor Annexation Report
- 04 AZ Dept. of Revenue Value Transmittal Report
- 05 Annexation Impact Analysis
- 06 Annexation Ordinance 2019-08
- 07 Presentation

Annexation



-  Existing Surprise Incorporated Limits
-  Saddlehorn Ranch Annexation Boundary

FS18-315

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, 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
3-1-19	KAX, LLC <i>Kent Alexander</i>	10973 N. 138 th Way Scottsdale, AZ 85259	602-499-9305	503-54-005D
	JKS Surprise, LLC <i>K-W</i>	4332 E. Turquoise Ave Phoenix, AZ 85028	602-397-2307	503-54-005C

Exhibit A**LEGAL DESCRIPTION**

The portion of the South half Northwest quarter of the Southeast quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described by metes and bounds as follows:

Commencing at the South quarter corner of said Section 5, from whence the Southeast corner of Section 5 bears South 89° 37' 05" East (Basis of Bearings) a distance of 2627.00 feet;
Thence North 00° 02' 07" East along the North-South mid-section line of Section 5 and along the westerly line of that Parcel annexed by the City of Surprise per Ordinance 07-47 as recorded in Document No. 2007-1218674, Official Records, a distance of 1321.13 feet to the **POINT OF BEGINNING**;

Thence continuing North 00° 02' 07" East along said mid-section line a distance of 660.57 feet;
Thence South 89° 40' 19" East a distance of 1310.83 feet to the westerly line of said Parcel annexed by the City of Surprise;

Thence South 00° 02' 31" East along said westerly line a distance of 660.98 feet;

Thence North 89° 39' 14" West along the northerly line of said Parcel a distance of 1311.72 feet to the **POINT OF BEGINNING**.

Containing 866,441 sq. ft. or 19.8907 acres



Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Expires 3-31-2019

Job No. 16017

Exhibit B

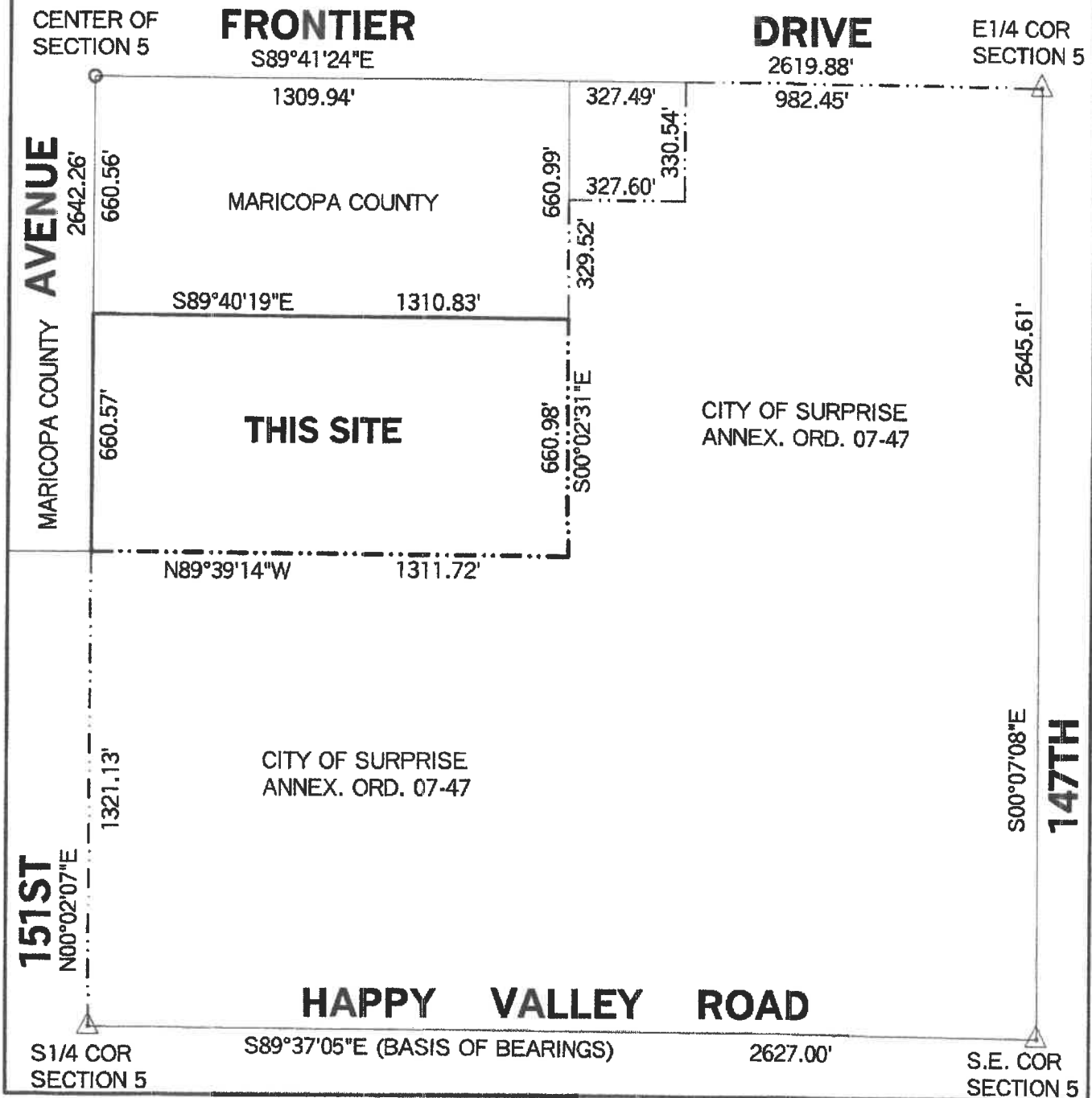
A PORTION OF THE S.E. QUARTER SECTION 5,
T4N, R1W, G&SRBM, MARICOPA COUNTY AZ



Expires 3/31/2019

1"=400'

----- LIMITS OF ANNEXATION PARCEL
ORD. 07-47, DOC #2007-1218674



No	Tax Year	PUC	Property Use	Tax Area Code	Mc	Num	Lot	Block	Tract	Owner Name	In Care Of	Mailing Address	Mailing Suite	City	State	Zip	Country	Site Address	Site City	Zip	Exempt Status	Exempt Type	Centrally Valued	Land FCV	Improvement FCV	CV PP FCV	Total FCV	Total Assesd FCV	Total Exempt Assesd FCV	Total Net FCV	Total UPV	Total Assessed Value(UPV)	Exempt Assessed Value	Net Assessed Value(UPV)	Building Sq Ft	Parcel Sq Ft	IRVCD Acreage	IRVSD Acreage	Total Acreage	Prop Owner Name	Prop FCV	Prop Net Assessed			
503-54-0050	2019	4710	RANCHES	B00007						JESSURPRISE LLC		4312 E TURKDOLEZ AVE		PHOENIX	AZ	85028										\$0	\$0	\$400	\$60	\$0	\$60	\$400	\$60	\$0	\$60	\$0	\$60	0	435,600	0.000	0.000	10.000		\$0.00	\$0.00
503-54-0050	2019	4710	RANCHES	B00007						KAY LLC		10973 N 138TH WAY		SCOTTSDALE	AZ	85259						N			\$400	\$0	\$0	\$400	\$60	\$0	\$60	\$244	\$37	\$0	\$37	\$0	\$37	0	435,600	0.000	0.000	10.000		\$0.00	\$0.00
																							\$800	\$0	\$0	\$800	\$120	\$0	\$120	\$644	\$97	\$0	\$97					0.000	0.000	20.000		\$0.00	\$0.00		

STATE OF ARIZONA

Department of Revenue
Local Jurisdictions District
Fax (602) 542-4425



Douglas A. Ducey
Governor

Carlton Woodruff
Interim Director

February 11, 2019

Mr. Joshua J. Mike
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

RE: Valuation Transmittal for Docket # 07-0077-00, FS18-315 - Saddlehorn Ranch

Dear Mr. Mike:

According to information provided by the taxpayer(s) and based on unit values established by the Division of Property Valuation and Equalization, the estimates of value for properties located in the proposed annexation areas are as follows:

Taxpayer #	Taxpayer Name	Full Cash Value	Assessed Value
55378	EPCOR	\$0.00	\$0.00
56795	Centurylink Communications LLC	\$0.00	\$0.00
54641	SOUTHWEST GAS CORPORATION (T&D)	\$0.00	\$0.00

Please direct any inquiries you may have regarding this estimate to my email address:
fvillaverde@azdor.gov

Sincerely,

Flo Villaverde

Flo Villaverde
GIS Annexations
Telephone: 602 716 6832
Fax: 602 542 4425



**Community Development Department
Development Services Division**

16000 N Civic Center Plaza
Surprise, AZ 85374
Ph 623-222-3000
Fax 623-222-3001
TTY: 623-222-1002

ECONOMIC IMPACT ANALYSIS

RESIDENTIAL

Community Project Assessment

RESIDENTIAL

Data Collection Information – Ten Year Projection Figures

Case Log Number: FS18-315

City of Surprise contact information:
Jennifer Medina, Sr. Financial Analyst
Email: jennifer.medina@surpriseaz.gov
Business number: 623-222-1835

Basic Information

Name of Project. Describe: Saddlehorn Ranch

Number of units being built. Break out number of units in the specific year they will be added

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

Average Household Income \$ 59,000.00

Average unit size in square feet 2,500 sq ft

Real Estate & Equipment

Total Value of New Construction. Including land value

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
5.2m	5m	5m							

Utilities and Infrastructure

Land miles of Streets and Miles of Water & Sewer Main Added. As a direct result of the project ONLY

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
.58 miles									

New park acres added.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

Is this a multi-family (Apartment) project? YES _____ NO X

Is this a retirement project? YES _____ NO X

Incentives

Sales Tax Incentive (Fixed Amount). Enter percent deduction from normal rate. Only enter values in the year(s) in which the reduction applies. Note: A reduced rate applies to direct sales only.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

Reduced Sales Tax Rate. Enter percent reduction from normal

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

Construction Sales Tax Waived? YES _____ NO X

This rebate will apply to city sales tax on direct construction expenditures.

Building Permit Fee Reduction (Fixed Amount)? YES _____ NO X

Answer YES if ALL permit fees are waived. Answer NO if only a PARTIAL fee waiver is given.

City Funded Off-Site Improvements or Contributions None.

Refers to off-site capital improvements that would be paid for by the City, but would directly benefit the new business being modeled. Enter a description of the improvement and the cost in the appropriate year(s).

1. Description of improvement _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

2. Description of improvement _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

3. Description of improvement _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

4. Description of improvement _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT

16000 N Civic Center Plaza Surprise AZ 85374 623.222.3000 Fax 623.222.3001 TTY 623.222.1002

5. Description of improvement _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

Case Log Number: _____

Credits for Developer Improvements **None.**

Refers to credits for the developer by the City that would directly benefit the project being modeled. Enter a description of the Credit and the amount in the appropriate year(s).

1. Description of Credit _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

2. Description of Credit _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

3. Description of Credit _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

4. Description of Credit _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

5. Description of Credit _____

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

Development Fees

Rebate Fees. *Note: Applies only to NEW construction rebate fees.*

1 General Government	YES _____	NO <u> X </u>
2 Parks, Recreation & Library	YES _____	NO <u> X </u>
3 Public Works	YES _____	NO <u> X </u>
4 Police, Fire, EMS	YES _____	NO <u> X </u>
5 Sewer Extension	YES _____	NO <u> X </u>
6 Water Resources	YES _____	NO <u> X </u>
7 Water System	YES _____	NO <u> X </u>
8 Sewer System	YES _____	NO <u> X </u>
9 Is development in South Zone?	YES _____	NO <u> X </u>

ORDINANCE 2019-08

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF SURPRISE, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9 CHAPTER 4 ARTICLE 7 AND AMENDMENTS THERETO BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF SURPRISE, PARCELS 503-54-005C AND 503-54-005D, GENERALLY LOCATED WEST OF 147TH AVENUE BETWEEN JOMAX ROAD AND HAPPY VALLEY ROAD

WHEREAS a petition in writing accompanied by a map or plot of said real property having been filed and presented to the Mayor and Council of the City of Surprise, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Surprise in the event of annexation within the territory and land hereinafter described in the attached Exhibit A and as shown by the last assessment of said property which said territory is contiguous to the City of Surprise, and not now embraced within its limits asking that the property more particularly described in Exhibit A be annexed to the City of Surprise, and to extend and increase the corporate limits of the City of Surprise so as to embrace the same;

WHEREAS the Mayor and City Council of the City of Surprise, Arizona are desirous of complying with said petition and extending and increasing the corporate limits of the City of Surprise to include said territory;

WHEREAS the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Surprise and had attached thereto at all times an accurate map of the territory, as shown in Exhibit B, desired to be annexed;

WHEREAS no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory;

WHEREAS the provisions of A.R.S. § 9-471, and amendments thereto, have been fully observed;

WHEREAS proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Surprise, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder for Maricopa County, Arizona;

WHEREAS the area to be annexed having been zoned Rual-43 (R-43) in Maricopa County pursuant to A.R.S § 9-471(L), the Mayor and City Council shall adopt and apply to this area the City of Surprise zoning district of Residential Ranch (RR) that

permits densities and uses no greater than those permitted by the Maricopa County zoning immediately before annexation; and

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Surprise Arizona as follows

SECTION 1. That the territory described in the attached Exhibit A be and the same hereby is annexed to the City of Surprise and that the present corporate limits be and the same hereby are extended and increased to include the territory described in Exhibit A contiguous to the present City limits.

SECTION 2. That a copy of this ordinance together with an accurate map of the territory hereby annexed, as shown in Exhibit B, to the City of Surprise certified by the Mayor of the City of Surprise shall be recorded in the office of the County Recorder of Maricopa County, Arizona and that a copy of this ordinance shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

SECTION 3. That the property described in SECTION 1 of this Ordinance with Maricopa County zoning of Rual-43 (R-43) shall be designated with City of Surprise zoning district Residential Ranch (RR) upon the effective date of this Ordinance.

SECTION 4. That the City of Surprise zoning map is herewith amended to reflect the change in districts referred to in SECTION 3, above.

SECTION 5. This Ordinance shall take effect, and the annexation of the subject property shall become final, thirty days after this Ordinance is adopted.

PASSED AND ADOPTED this _____ day of _____ 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

CERTIFICATION OF MAP

MAP OF AREA TO BE ANNEXED

I, _____ Mayor of the City of Surprise Arizona do hereby certify that the foregoing map as expressed in Exhibit B is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No _____, annexing the territory described in Ordinance No _____ and as shown on said map as a part of the territory to be included within the corporate limits of the City of Surprise Arizona

Mayor

ATTEST

Clerk

Exhibit A

LEGAL DESCRIPTION

The portion of the South half Northwest quarter of the Southeast quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described by metes and bounds as follows:

Commencing at the South quarter corner of said Section 5, from whence the Southeast corner of Section 5 bears South 89° 37' 05" East (Basis of Bearings) a distance of 2627.00 feet; Thence North 00° 02' 07" East along the North-South mid-section line of Section 5 and along the westerly line of that Parcel annexed by the City of Surprise per Ordinance 07-47 as recorded in Document No. 2007-1218674, Official Records, a distance of 1321.13 feet to the **POINT OF BEGINNING**;

Thence continuing North 00° 02' 07" East along said mid-section line a distance of 660.57 feet; Thence South 89° 40' 19" East a distance of 1310.83 feet to the westerly line of said Parcel annexed by the City of Surprise;

Thence South 00° 02' 31" East along said westerly line a distance of 660.98 feet;

Thence North 89° 39' 14" West along the northerly line of said Parcel a distance of 1311.72 feet to the **POINT OF BEGINNING**.

Containing 866,441 sq. ft. or 19.8907 acres



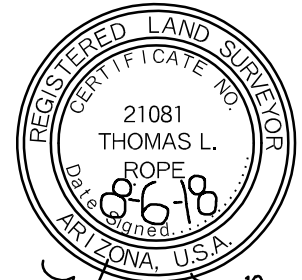
Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Expires 3-31-2019

Job No. 16017

Exhibit B

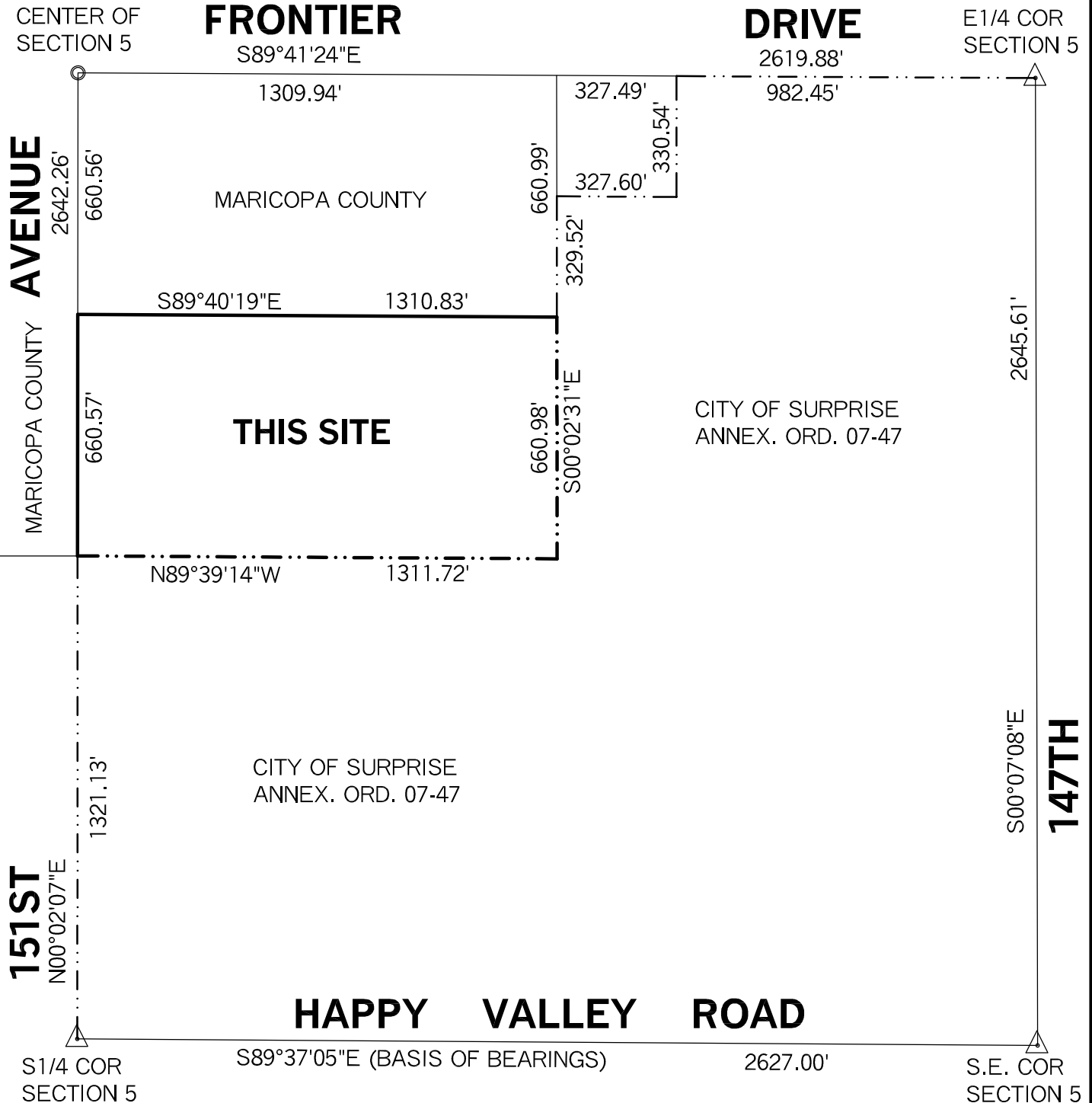
A PORTION OF THE S.E. QUARTER SECTION 5,
T4N, R1W, G&SRBM, MARICOPA COUNTY AZ



Expires 3/31/2019

1"=400'

----- LIMITS OF ANNEXATION PARCEL
ORD. 07-47, DOC #2007-1218674





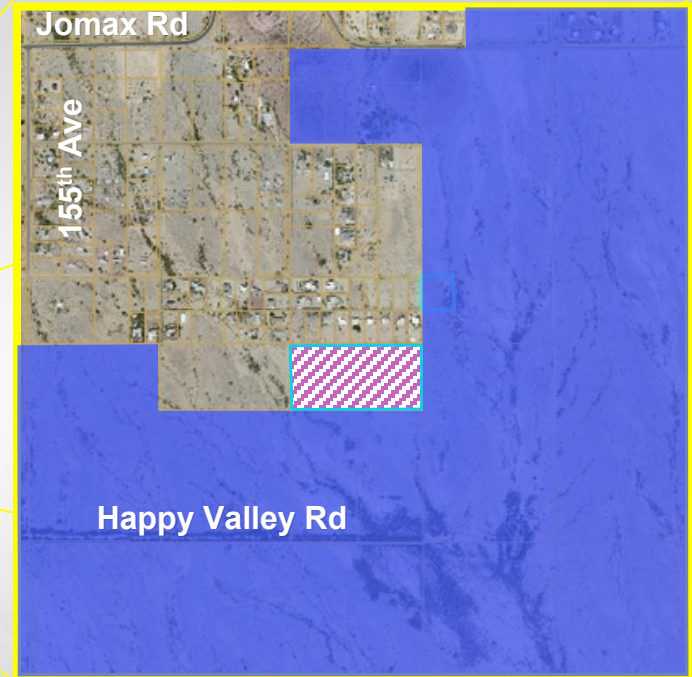
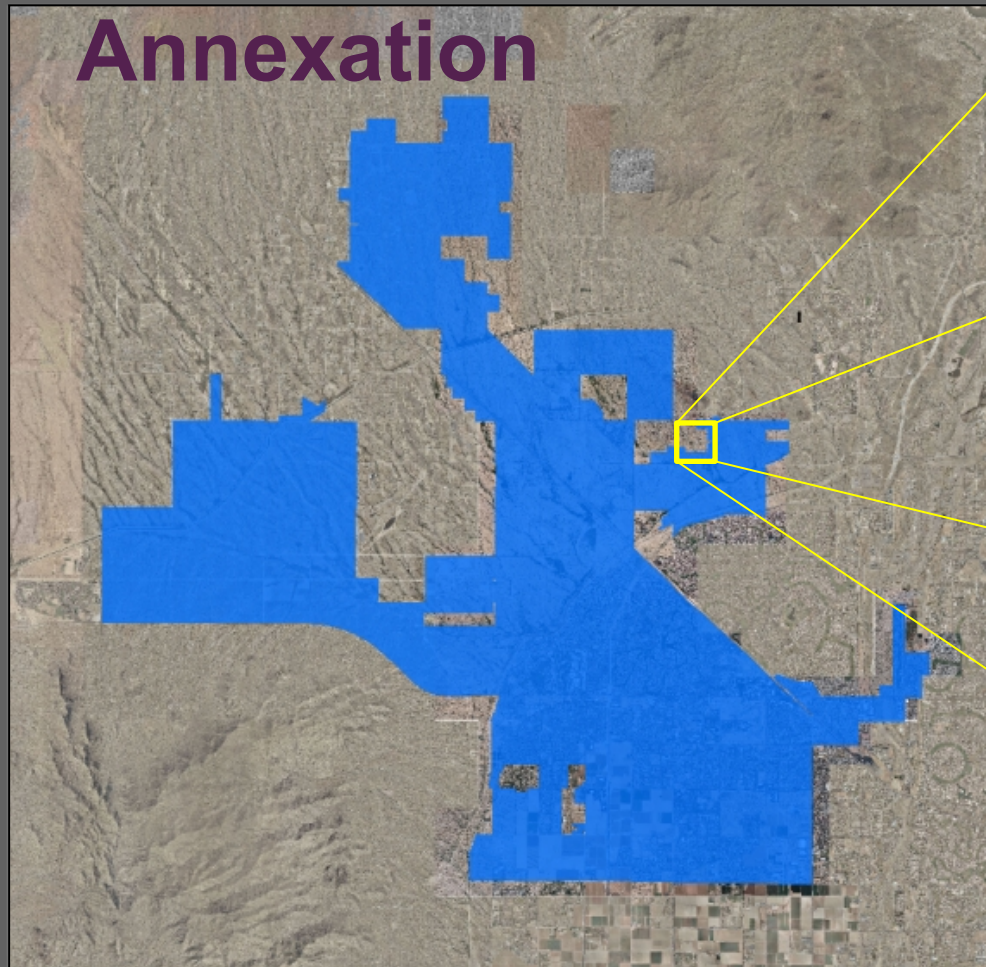
City Council

April 2, 2019



FS18-315
Saddlehorn Ranch
Annexation – 19.87 acres

Annexation



-  Existing Surprise Incorporated Limits
-  Saddlehorn Ranch Annexation Boundary

FS18-315

Jomax Rd

155th Ave

Happy Valley Rd

Annexation



Existing Surprise Incorporated Limits



Saddlehorn Ranch Annexation Boundary

FS18-315

Jomax Rd

155th Ave

Happy Valley Rd

Annexation

-  Existing Surprise Incorporated Limits
-  RU-43 Maricopa County Zoning

FS18-315

Jomax Rd

155th Ave

Happy Valley Rd

Annexation

-  Existing Surprise Incorporated Limits
-  RR Surprise Zoning

FS18-315

Background

Resolution for the Intent to Annex

- City Council – November 20, 2018

Filed Blank Petition: January 25, 2019

- Begins 30-day waiting period; ends February 25, 2019
- Reach out to County Assessor and Dept of Revenue

Public Hearing: February 19, 2019

- City council has public hearing to discuss the annexation proposal

Obtain signatures on annexation petitions: March 11, 2019

- Signed Petition submitted to the City
- City Council adopts annexation ordinance

Concurrent Cases

Planning and Zoning Commission and City Council

➤ **FS18-316 Saddlehorn Ranch**

- ✓ Rezoning: from RR to RL-5 PUD (proposed 62 dwelling units)



QUESTIONS OR COMMENTS?

Thank You

Jomax Rd

155th Ave

Happy Valley Rd

Annexation

-  Existing Surprise Incorporated Limits
-  RR Surprise Zoning

FS18-315

Jomax Rd

155th Ave

Happy Valley Rd

Concurrent Rezoning

- Existing Surprise Incorporated Limits
- RL-5 PUD Surprise Zoning
(max density: 5 du/ac)

FS18-315



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 2, 2019 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 pertaining to approval of the Preliminary Plat entitled "Preliminary Plat for Fulton Homes at Escalante - Parcel 5," located on the southeast corner of 163rd Avenue and Asante Boulevard.

Motion:

I move to approve the Preliminary Plat entitled "Preliminary Plat for Fulton Homes at Escalante - Parcel 5," located on the southeast corner of 163rd Avenue and Asante Boulevard.

Background:

Cardno Inc., on behalf of Fulton Homes Corporation seeks approval of a Preliminary Plat in Parcel 5 of the Verdugo PAD located in the southeast corner of 163rd Avenue and Asante Boulevard. On March 7, 2019 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS18-496.

Objective Analysis:

The Preliminary Plat for Fulton Homes at Escalante - Parcel 5 proposes a new residential subdivision for 146 single family homes.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed density.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-496 - Escalante Parcel 5 - Staff Report
 2. 01 - FS18-496 - Escalante Parcel 5 - Vicinity Map
 3. 02 - FS18-496 - Escalante Parcel 5 - PrePlat
 4. 03 - FS18-496 - Escalante Parcel 5 - Landscape
 5. 04 - FS18-496 - Escalante Parcel 5 - ADOT Comments
 6. 05 - FS18-496 - Escalante Parcel 5 - LAFB Comments
 7. 06 - FS18-496 - Escalante Parcel 5 - MWD Comments
 8. FS18-496 - Escalante Parcel 5 - PowerPoint
-

Preliminary Plat

REPORT TO THE CITY COUNCIL

Case: FS18-496

Project Name: Fulton Homes at Escalante Parcel 5

Council District: 1 – ACACIA

Meeting Date: April 2, 2019

Planner: Sergio Angulo

Owner: Fulton Homes Corporation

Applicant: Cardno Inc.

Request: Preliminary Plat for 146 lots.

Site Location: Southeast corner of Asante Boulevard and 163rd Avenue.

Site Size: 27.25 Acres (approx.)

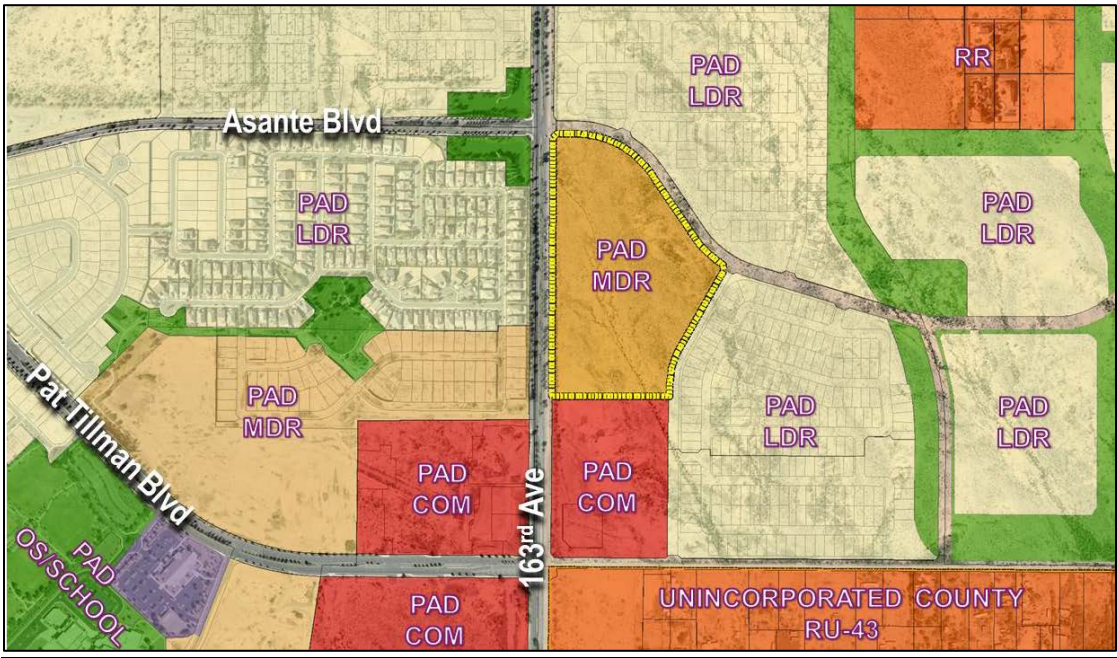
Density: 5.36 Dwelling Units per Acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-496.

Support/Opposition: None known.

Staff Recommendation: On March 7, 2019 the Planning and Zoning Commission passed a motion to recommend **approval** to the Mayor and City Council of case FS18-496.

32 **Existing Land Zoning:**



PAD (LDR)	PAD (LDR)	PAD (LDR)
PAD (LDR/MDR)	PAD (MDR)	PAD (LDR)
PAD (COMMERCIAL)	PAD (COMMERCIAL)	PAD (LDR)

33 **History:**

34
35 **January 22, 2004:** The subject property was annexed into the City of Surprise by the Mayor and City
36 Council.

37
38 **February 12, 2004:** The Mayor and City Council approved the Pinnacle Peak Country Estates PAD
39 under case PAD03-110. This PAD was subsequently amended by virtue of the Verdugo PAD
40 approved in 2008.

41
42 **April 22, 2008:** The Mayor and City Council approved the Verdugo PAD under case PAD08-171.

43
44 **December 15, 2015:** The Mayor and City Council approved a Preliminary Plat and a Mayor
45 Amendment to the Verdugo PAD under case FS14-159.

46
47 **October 3, 2017:** The Mayor and City Council approved the Master Plat for Verdugo under case
48 FS16-471.

49
50 **May 24, 2018:** A Concept Review meeting was held for the current proposal under case CR18-243.

April 2, 2019
City Council
Case: FS18-496
Page 2 of 4

September 26, 2018: The applicant filed a request for a Preliminary Plat under case FS18-496, the subject case.

December 4, 2018: The Community Development Director approved a Minor Amendment to the Verdugo PAD, case FS18-487, to enhance the landscape and open space requirements for the Verdugo Development.

March 7, 2019: The Planning and Zoning Commission passed a motion to recommend **approval** to the Mayor and City Council of case FS18-496, the subject case.

Project Description:

Cardno Inc., on behalf of Fulton Homes Corporation, requests approval of a Preliminary Plat to allow for the development of a single-family residential subdivision in Parcel 5 of Fulton Homes Escalante in the Verdugo PAD, located in the southeast corner of Asante Boulevard and 163rd Avenue. Onsite the applicant proposes 146 residential lots and landscape tracts for retention, recreation, and open space amenities.

The subject site is 27.25 acres and zoned PAD – Medium Density Residential. The PAD allows a maximum density of 8 dwelling units per acre and this development proposes a total density of 5.36 dwelling units per acre on the subject property.

The proposed subdivision proposes two (2) access points; one (1) on the east side from 161st Drive and another on the north from Asante Boulevard. The site proposes good pedestrian connectivity from the residential lots to the open space tracts as well as to the existing sidewalks along Asante Boulevard, 163rd Avenue, and 166th Drive.

The applicant proposes a subdivision for single-family detached homes. The typical lot size proposed is 3,825 sq. ft. and the minimum lot width is 45'. The site dedicates 6.48 acres (32.94%) for open space which include two (2) pocket parks with turf play area, BBQ facilities, shaded seating, and playground equipment in one of the parks (Tract J). Landscape and retention tracts also contribute to the total open space. The proposed open space and landscape meets the requirements of the Verdugo PAD.

Reviewing Agencies:

In addition to the standard city internal reviewing departments, the Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in the routing of this request. None of the reviewing agencies indicated concerns over the request. The Dysart Unified School District and the Nadaburg Unified School District were notified during the Major PAD Amendment process for Verdugo approved in 2015. Neither school district expressed concerns with this medium density residential component of the Verdugo development.

Summary:

Staff believes the proposed Preliminary Plat meets the requirements of the Verdugo PAD, the SUDC, and the General Plan.

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan 2035.
- The proposed Preliminary Plat meets the provisions of the Verdugo PAD and the SUDC as applicable.

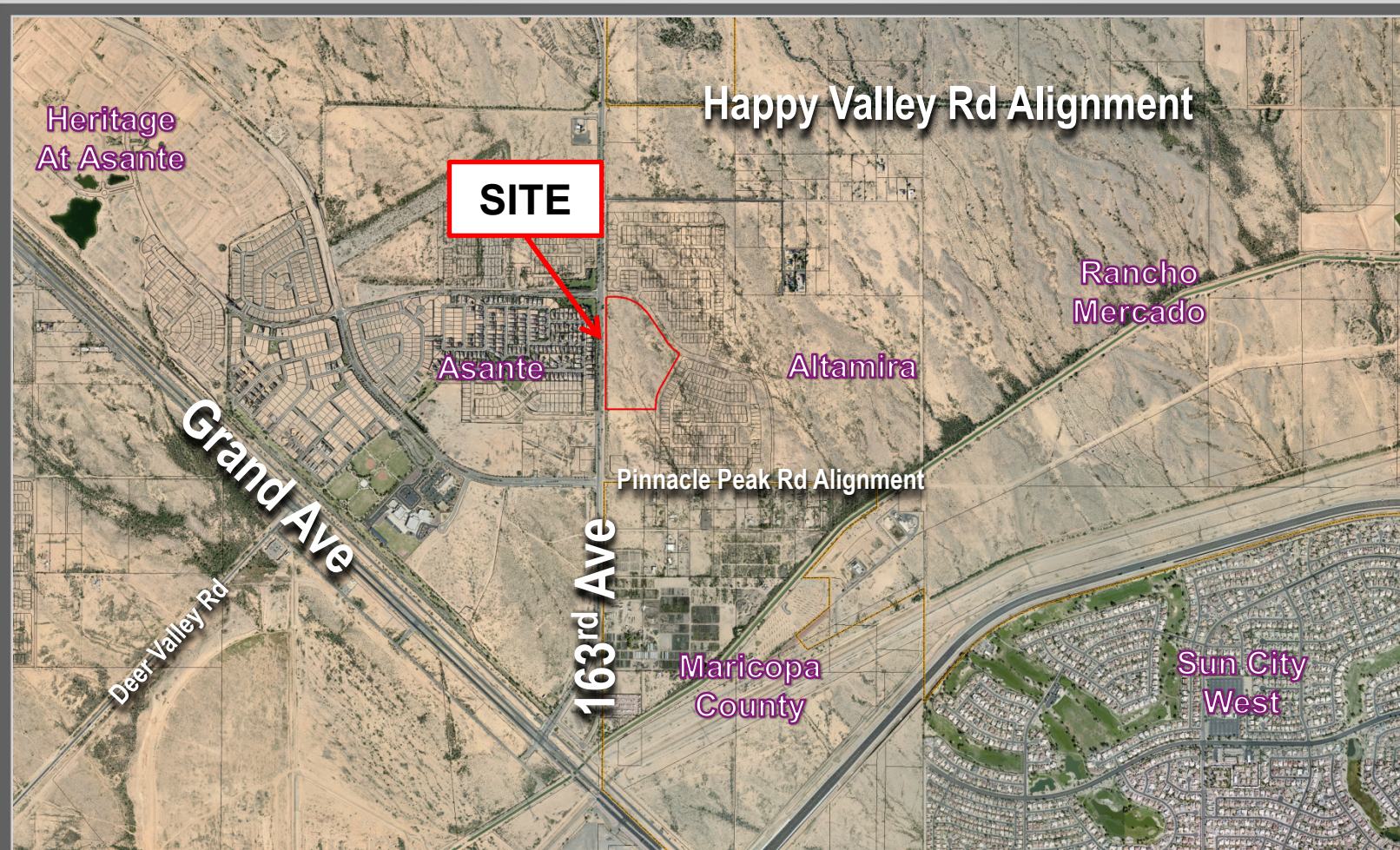
Recommendation:

On March 7, 2019 the Planning and Zoning Commission passed a motion to recommend **approval** to the Mayor and City Council of case FS18-496.

However, should the City Council wish to recommend **denial** of the request, the City Council should make its own findings and base its decision on those alternative findings.

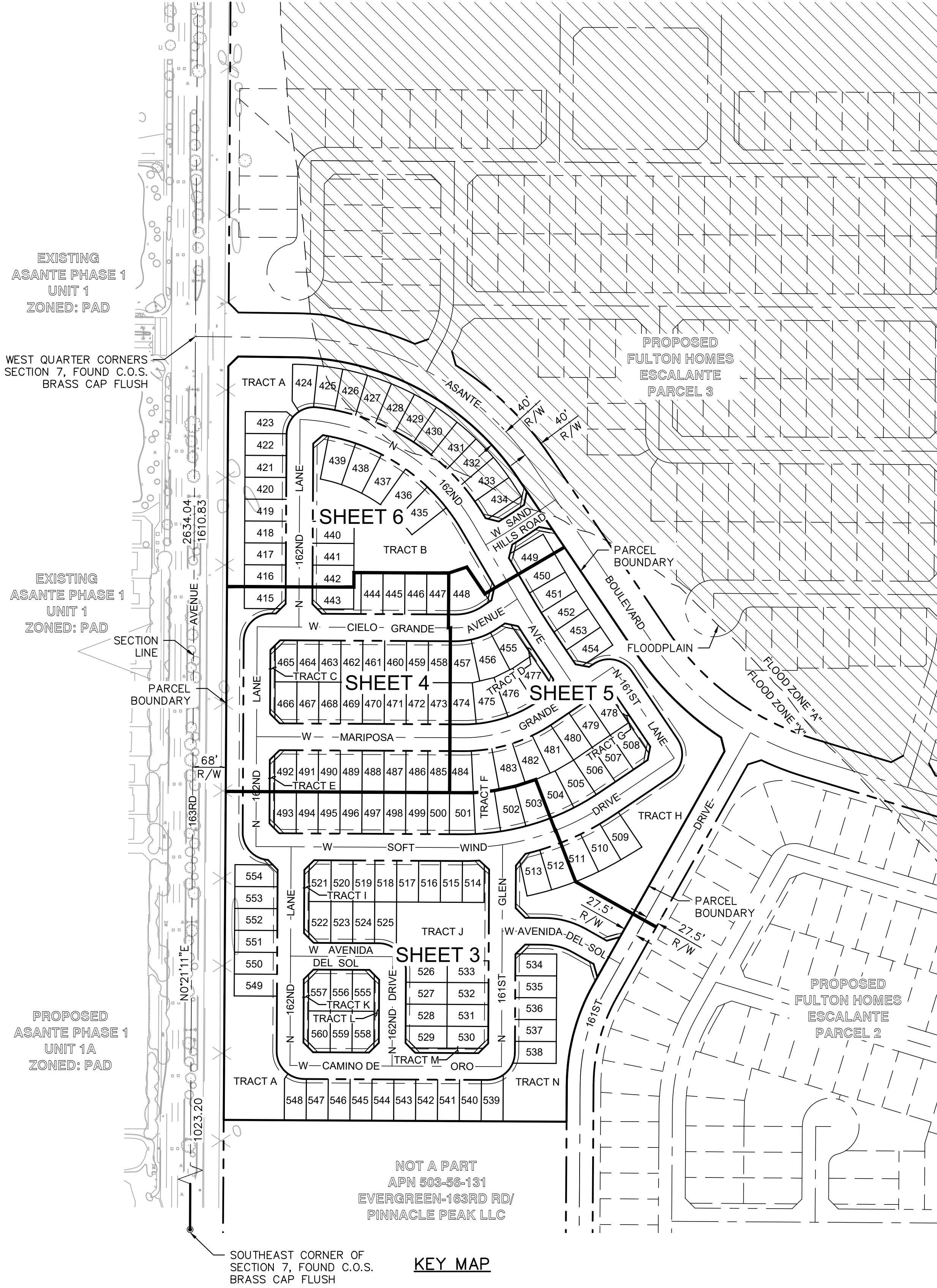
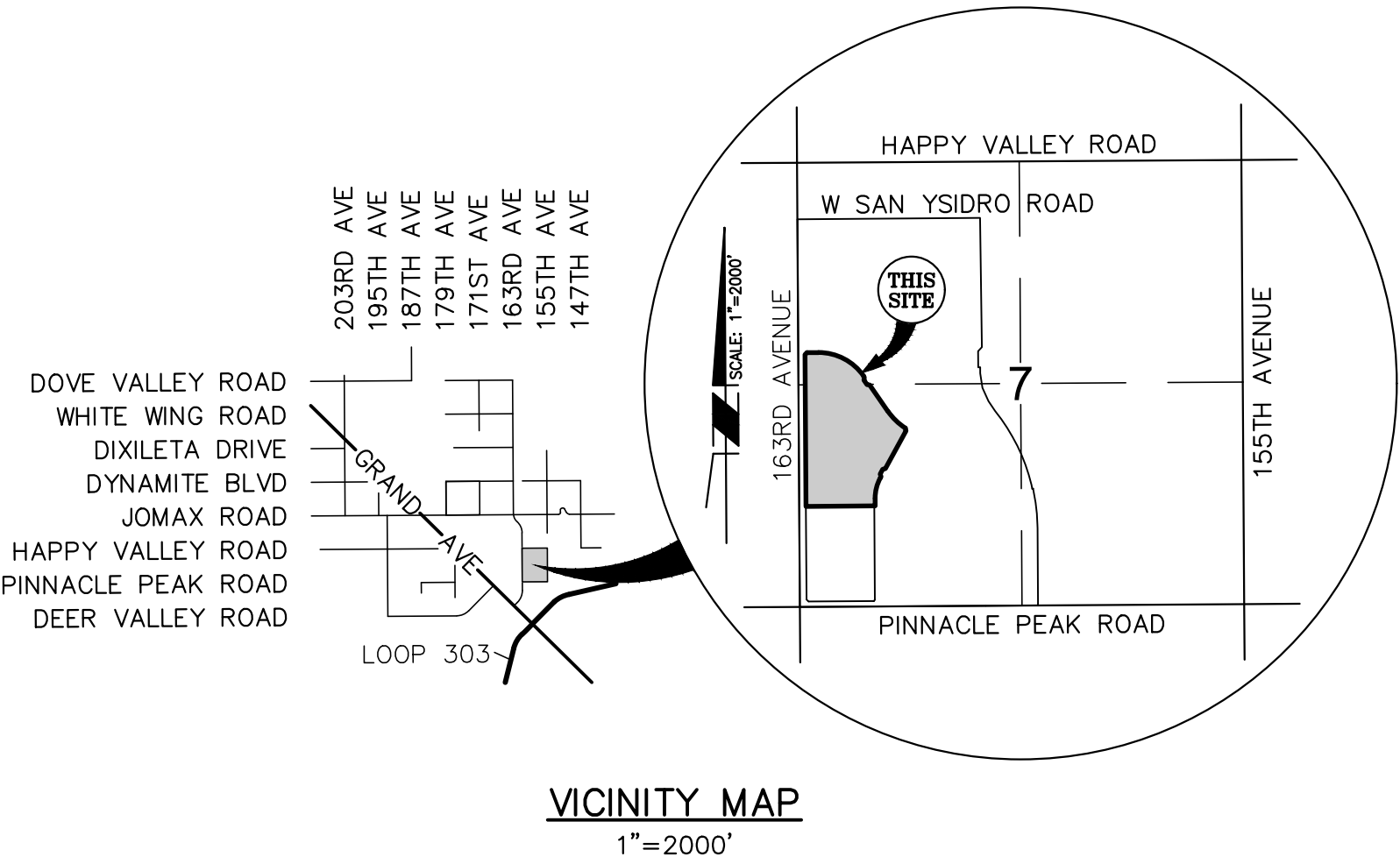
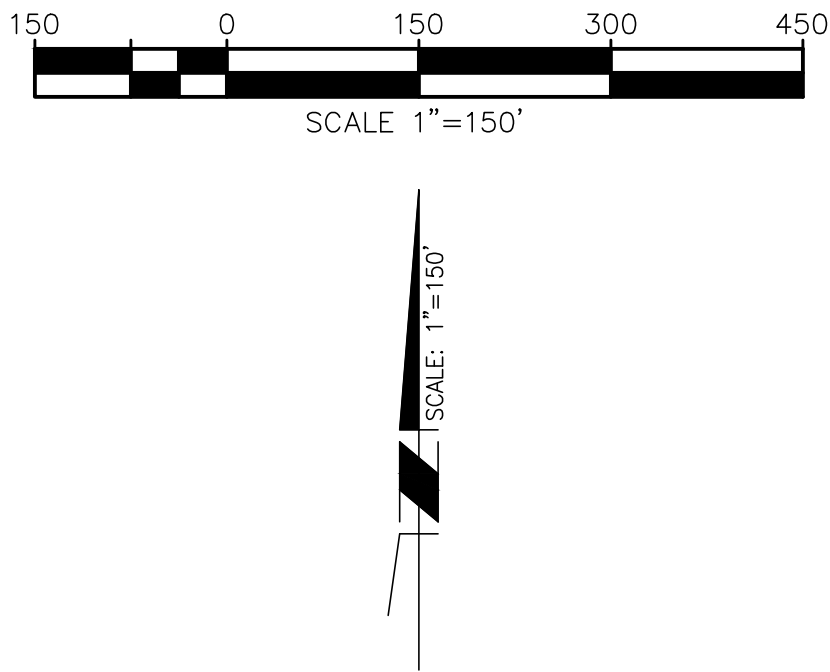
Attachments:

- 01 Vicinity Map
- 02 Preliminary Plat
- 03 Landscape Plans
- 04 ADOT Comments
- 05 Luke AFB Comments
- 06 Maricopa Water District Comments



VICINITY MAP

PRELIMINARY PLAT
FOR
FULTON HOMES ESCALANTE-PARCEL 5
AT
A PORTION OF THE WEST HALF OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA.



OWNER/DEVELOPER

FULTON HOMES
CONTACT: NORM NICHOLLS
9140 S KYRENE, SUITE 202
TEMPE, ARIZONA 85284
PHONE (480) 753-6789

ENGINEER

CARDNO, INC.
DANIEL J. POTTINGER, P.E.
19621 N. 23RD DRIVE, SUITE 150
PHOENIX, ARIZONA 85027
PHONE (602) 977-8000
FAX (602) 977-8099

SURVEYOR

CARDNO, INC.
ART L. SEARS III, R.L.S.
19621 N. 23RD DRIVE, SUITE 150
PHOENIX, ARIZONA 85027
PHONE (602) 977-8000
FAX (602) 977-8099

SHEET INDEX

- | | |
|-----|------------------|
| 1 | COVER SHEET |
| 2 | NOTES & DETAILS |
| 3-6 | PRELIMINARY PLAT |

BENCH MARK

CITY OF SURPRISE BENCHMARK #44 BEING A 3" MARICOPA COUNTY BRASS CAP IN THE WEST EDGE OF HEADWALL APPROXIMATELY 20' EAST OF THE EDGE OF PAVEMENT OF 163RD AVENUE AND SAN YSIDRO ROAD.
ELEVATION 1388.83' (NAVD 88)

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 00°21'11" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, PER UNRECORDED A.L.T.A./N.S.P.S. LAND TITLE SURVEY FOR VERDUGO SURPRISE, ARIZONA PERFORMED BY COE & VAN LOO CONSULTANTS, INC., DATED 06-08-2016.

FLOOD ZONE

THE SITE LIES WITHIN FLOOD ZONE X AND FLOOD ZONE A (SHADED) AS INDICATED ON THE F.I.R.M. FOR THE CITY OF SURPRISE, MAP NO. 0401301210L, WITH AN EFFECTIVE DATE OF OCTOBER 16, 2013.

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

ZONE A IS DEFINED AS "AREAS OF 1% ANNUAL CHANCE FLOOD WHERE NO BASE FLOOD ELEVATIONS ARE DETERMINED".

LEGEND

- | | |
|-----------|-----------------------------|
| 8"W | PROPOSED WATER |
| ⊕ | PROPOSED FIRE HYDRANT |
| ⊗ | PROPOSED WATER VALVE |
| 8"S | PROPOSED SEWER |
| ○ | PROPOSED SEWER MANHOLE |
| ● | PROPOSED SEWER CLEANOUT |
| EX 8"W | EXISTING WATER |
| ⊗ | EXISTING WATER VALVE |
| ⊕ | EXISTING FIRE HYDRANT |
| EX 12"WSL | EXISTING WELL SUPPLY LINE |
| EX 8"S | EXISTING SEWER |
| ○ | EXISTING SEWER MANHOLE |
| 1002 | EXISTING CONTOURS |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| ← | PARCEL BOUNDARY |
| → | STREET DRAINAGE |
| → | PROPOSED SEWER FLOW |
| PUE | PUBLIC UTILITY EASEMENT |
| ▨ | FLOODPLAIN ZONE "A" |

ASSURED WATER SUPPLY

CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY
NO. 86-002344.0001 PURSUANT TO SECTION 45-576,
A.R.S. ISSUED BY THE ARIZONA DEPARTMENT OF
WATER RESOURCES ON SEPTEMBER 29, 2010.

UTILITY COMPANIES

GAS	SOUTHWEST GAS
ELECTRIC	APS
TELEPHONE	CENTURYLINK
CATV	COX COMMUNICATIONS
WATER	CITY OF SURPRISE
SEWER	CITY OF SURPRISE



PRELIMINARY PLAT
FULTON HOMES ESCALANTE-PARCEL 5
FULTON HOMES
SURPRISE, AZ

#	DATE	DESCRIPTION



DATE	JAN/2019
DRAWN	LPJ
DESIGNED	DLP
CHECKED	DJP
PROJECT #	4161214000
SHEET TITLE	COVER SHEET
SHEET NUMBER	1
OF 6 SHEETS	



LOT AREA TABLE	
LOT #	Area
415	3775.00 SF
416	3825.00 SF
417	3825.00 SF
418	3825.00 SF
419	3825.00 SF
420	3825.00 SF
421	3825.00 SF
422	3825.01 SF
423	4041.06 SF
424	4242.20 SF
425	4118.21 SF
426	4117.17 SF
427	4117.17 SF

LOT AREA TABLE	
LOT #	Area
428	4117.17 SF
429	4117.17 SF
430	4117.17 SF
431	4117.17 SF
432	4117.17 SF
433	4117.17 SF
434	3897.76 SF
435	4632.52 SF
436	4632.52 SF
437	4632.52 SF
438	4632.52 SF
439	4632.52 SF
440	3825.00 SF

LOT AREA TABLE	
LOT #	Area
441	3825.00 SF
442	3825.00 SF
443	3775.00 SF
444	3825.00 SF
445	3825.00 SF
446	3825.00 SF
447	3825.00 SF
448	5735.89 SF
449	3826.58 SF
450	3847.50 SF
451	3929.80 SF
452	3937.87 SF
453	3852.69 SF

LOT AREA TABLE	
LOT #	Area
454	3797.50 SF
455	4124.05 SF
456	4726.06 SF
457	4502.94 SF
458	3844.97 SF
459	3847.50 SF
460	3847.50 SF
461	3847.50 SF
462	3847.50 SF
463	3847.50 SF
464	3847.50 SF
465	3797.50 SF
466	3797.50 SF

LOT AREA TABLE	
LOT #	Area
467	3847.50 SF
468	3847.50 SF
469	3847.50 SF
470	3847.50 SF
471	3847.50 SF
472	3847.50 SF
473	3850.03 SF
474	4265.68 SF
475	4865.91 SF
476	4532.22 SF
477	4034.90 SF
478	3797.50 SF
479	3847.50 SF

LOT AREA TABLE	
LOT #	Area
480	3927.80 SF
481	4235.24 SF
482	4233.65 SF
483	4233.77 SF
484	4002.00 SF
485	3847.50 SF
486	3847.50 SF
487	3847.50 SF
488	3847.50 SF
489	3847.50 SF
490	3847.50 SF
491	3847.50 SF
492	3797.50 SF

LOT AREA TABLE	
LOT #	Area
493	3797.50 SF
494	3847.50 SF
495	3847.50 SF
496	3847.50 SF
497	3847.50 SF
498	3847.50 SF
499	3847.50 SF
500	3847.50 SF
501	4388.62 SF
502	4139.91 SF
503	4139.91 SF
504	4139.91 SF
505	4141.61 SF

LOT AREA TABLE	
LOT #	Area
506	3999.51 SF
507	3847.50 SF
508	3797.50 SF
509	4093.12 SF
510	4136.07 SF
511	4146.35 SF
512	4146.35 SF
513	4063.69 SF
514	3804.62 SF
515	3825.00 SF
516	3825.00 SF
517	3825.00 SF
518	3825.00 SF

LOT AREA TABLE	
LOT #	Area
519	3825.00 SF
520	3825.00 SF
521	3775.00 SF
522	3775.00 SF
523	3825.00 SF
524	3825.00 SF
525	3942.56 SF
526	3854.99 SF
527	3825.00 SF
528	3825.00 SF
529	3775.00 SF
530	3775.00 SF
531	3825.00 SF

LOT AREA TABLE	
LOT #	Area
532	3825.00 SF
533	3825.00 SF
534	3824.64 SF
535	3825.00 SF
536	3825.00 SF
537	3825.00 SF
538	3856.37 SF
539	3936.13 SF
540	3825.00 SF
541	3825.00 SF
542	3825.00 SF
543	3825.00 SF
544	3825.00 SF

LOT AREA TABLE	
LOT #	Area
545	3825.00 SF
546	3825.00 SF
547	3825.00 SF
548	3974.77 SF
549	3957.12 SF
550	3955.39 SF
551	3953.66 SF
552	3951.93 SF
553	3950.20 SF
554	3898.88 SF
555	3775.00 SF
556	3825.00 SF
557	3775.00 SF

LOT AREA TABLE	
LOT #	Area
558	3775.00 SF
559	3825.00 SF
560	3775.00 SF

LEGAL DESCRIPTION

PARCEL 5 OF VERDUGO MASTER PLAT AS RECORDED IN BOOK 1362, PAGE 45 OF THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

LOT SIZE SUMMARY

CATEGORY	LOT SIZE	LOT YIELD
MDR	45' X 85'	146 UNITS

DEVELOPMENT STANDARDS

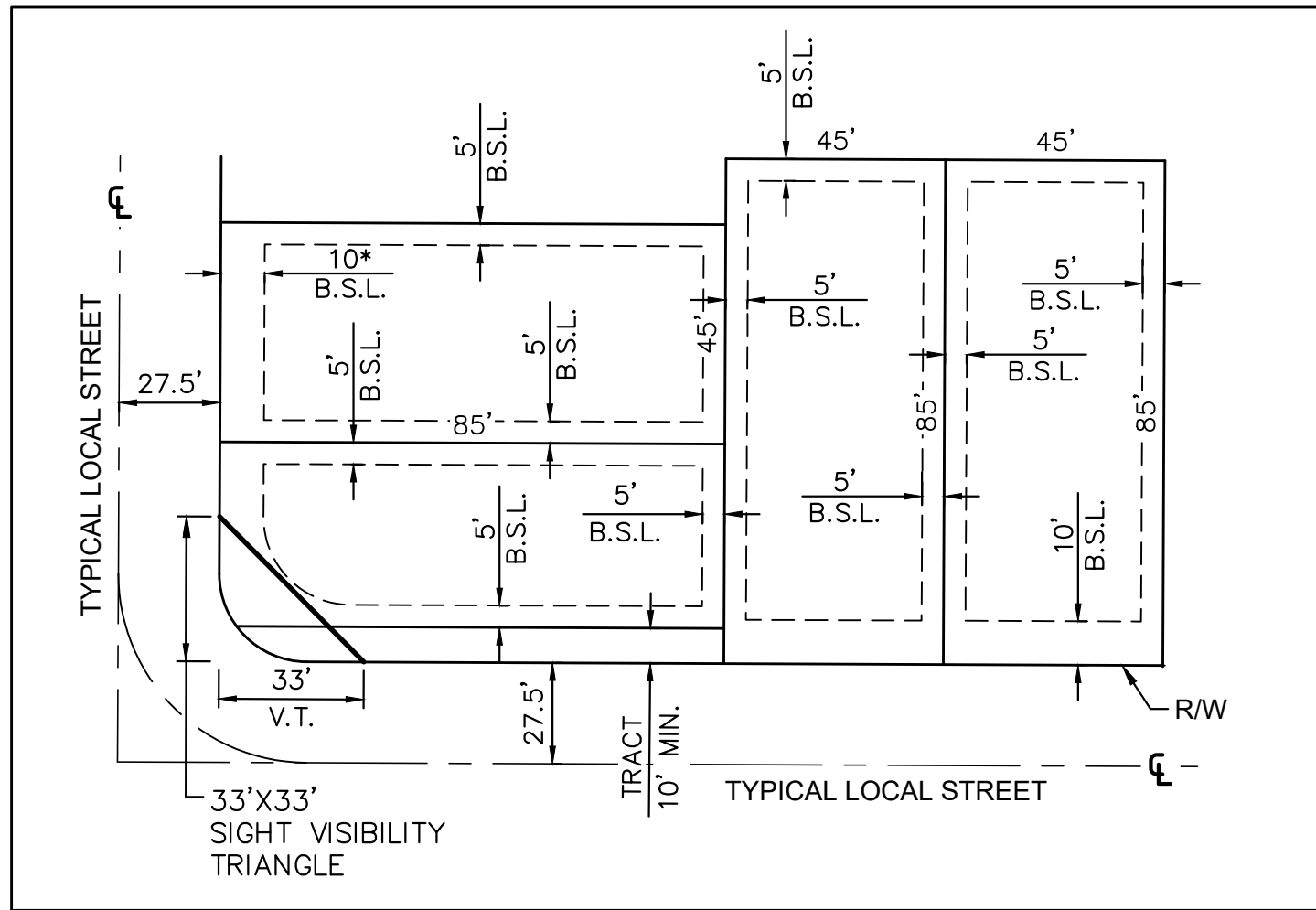
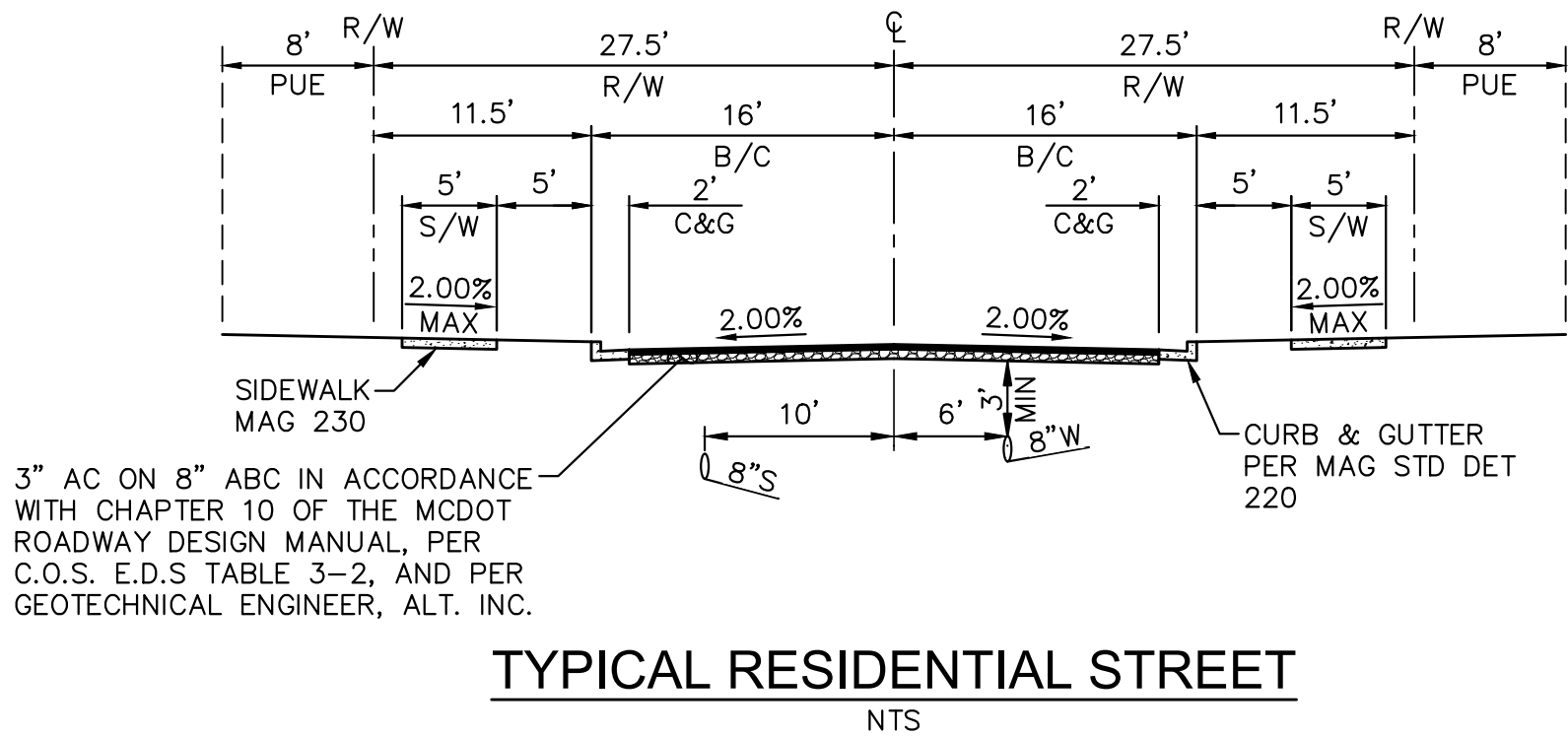
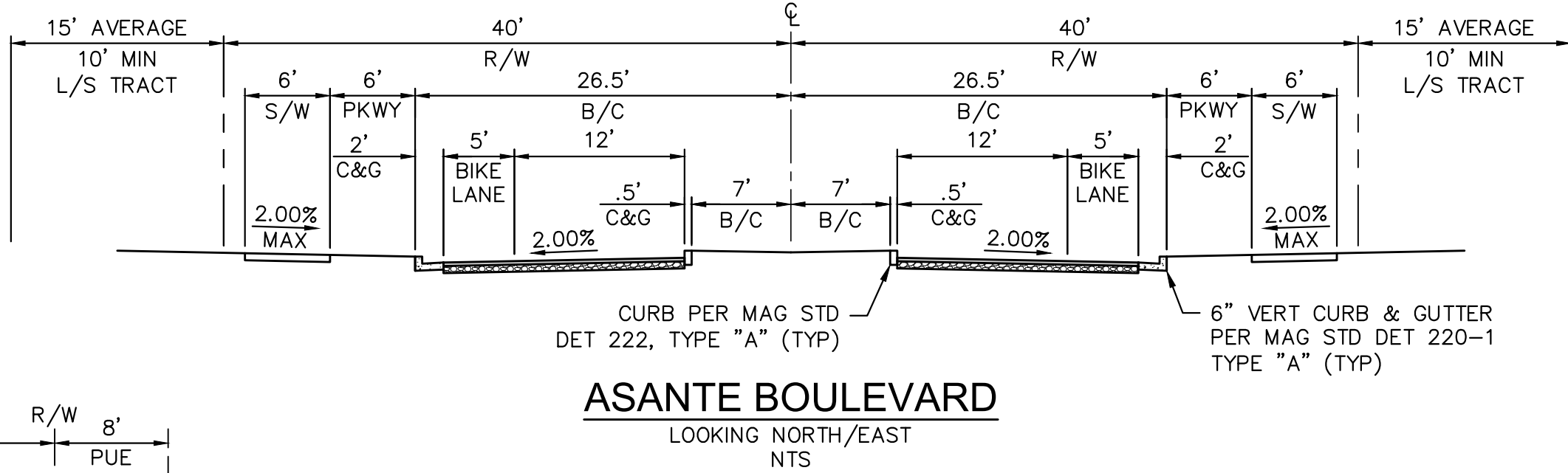
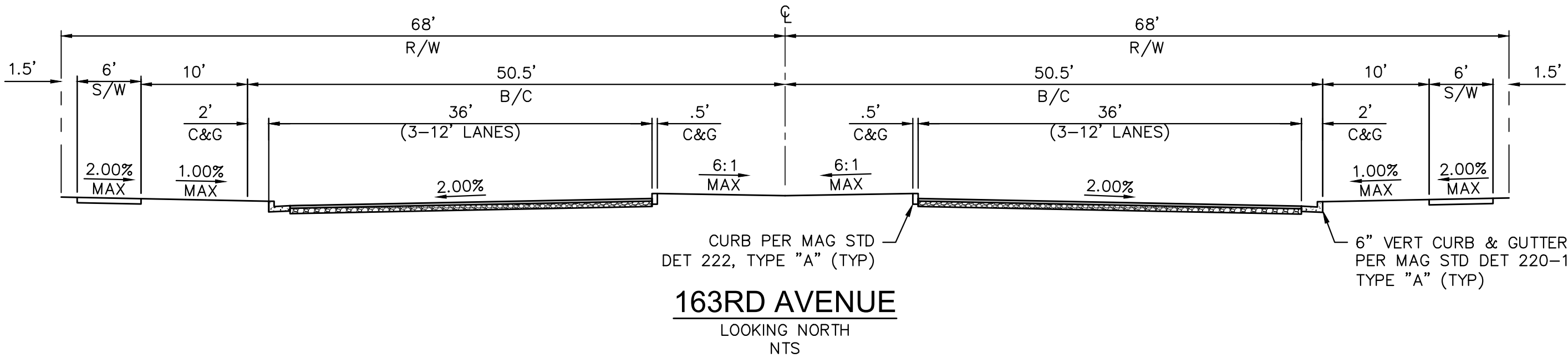
LOT CATEGORY	MDR
LOT WIDTH	25'
FRONT SETBACK	10' FOR LIVING AREA, 18' FOR FRONT LOAD GARAGE
SIDE SETBACK	5'/5'
CORNER SIDE SETBACK	10' FROM RIGHT-OF-WAY
REAR SETBACK	5'
MINIMUM LOT DEPTH	85'

TRACT AREA TABLE

TRACT	SQUARE FEET	ACREAGE	USE
A	95,306	2.19	LANDSCAPING, RETENTION
B	40,819	0.94	LANDSCAPING, RETENTION
C	1,410	0.03	LANDSCAPING
D	1,437	0.03	LANDSCAPING
E	1,410	0.03	LANDSCAPING
F	8,201	0.19	LANDSCAPING
G	1,410	0.03	LANDSCAPING
H	71,124	1.63	LANDSCAPING, RETENTION
I	1,400	0.03	LANDSCAPING
J	23,362	0.54	LANDSCAPING
K	1,400	0.03	LANDSCAPING
L	1,400	0.03	LANDSCAPING
M	1,400	0.03	LANDSCAPING
N	32,711	0.75	LANDSCAPING, RETENTION
TOTAL	282,790	6.48	

SITE SUMMARY TABLE

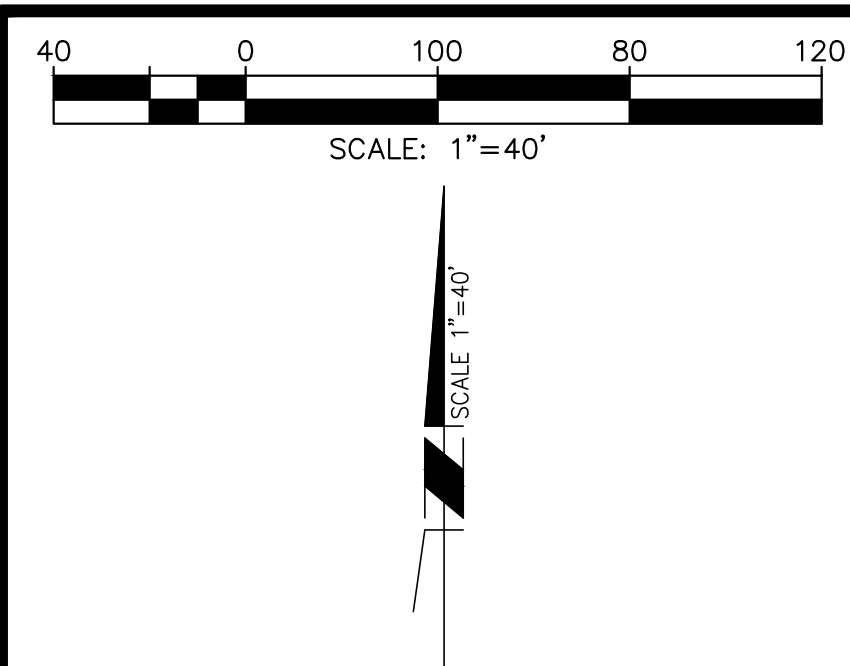
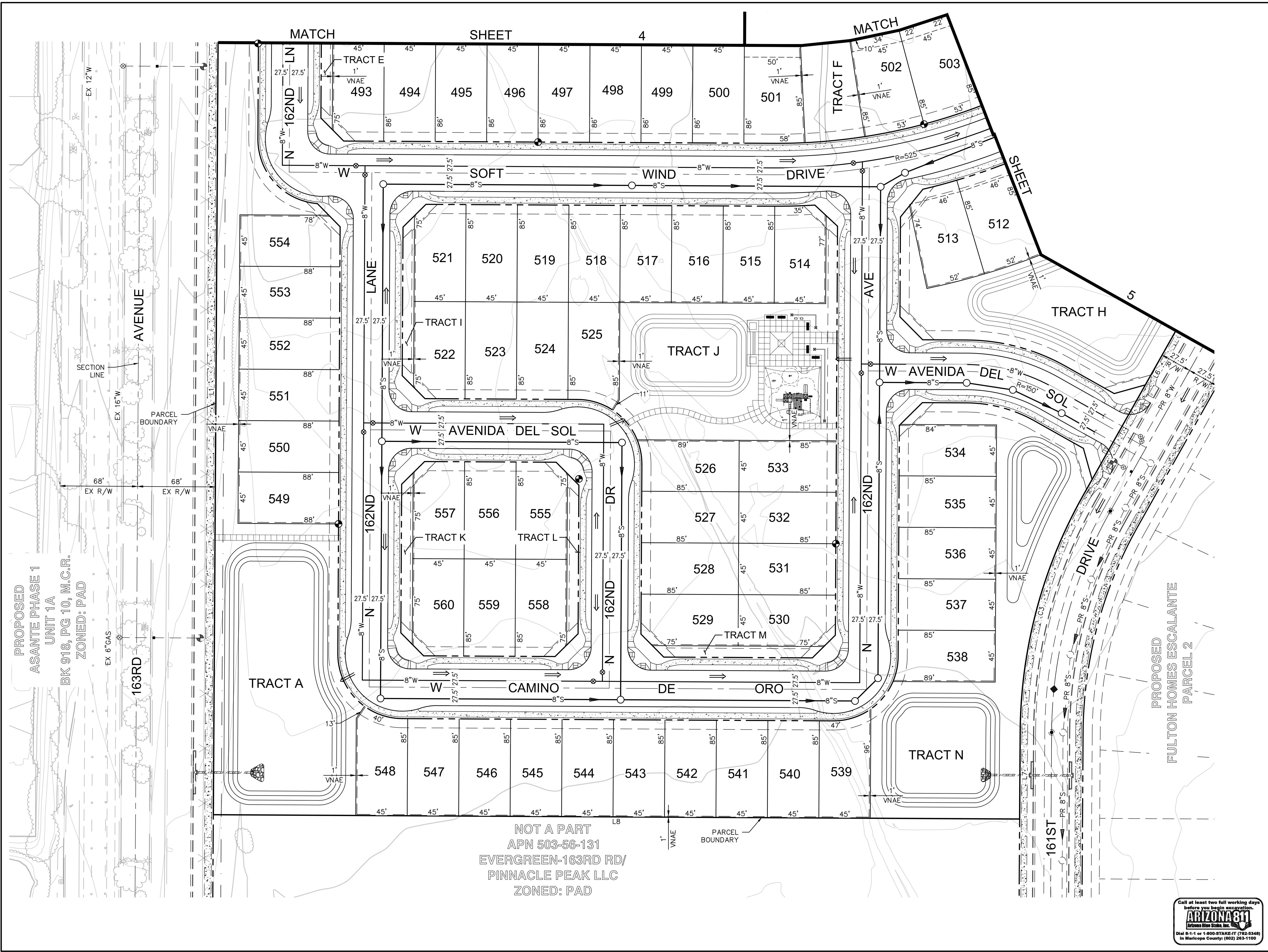
GROSS AREA	27.25 ACRES	1,187,174 SQUARE FEET
AREA OF PUBLIC STREETS	7.58 ACRES	329,988 SQUARE FEET
NET ACREAGE (GROSS AREA MINUS PUBLIC STREETS)	19.67 ACRES	857,220 SQUARE FEET
AREA OF TRACTS (OPEN SPACE, DRAINAGE, WELL SITE, AMENITIES, AND LANDSCAPE)	6.48 ACRES	282,790 SQUARE FEET
OPEN SPACE PERCENTAGE (NET)	32.94%	
AREA OF LOTS	13.31 ACRES	579,628 SQUARE FEET
TOTAL NUMBER OF LOTS	146	
OVERALL GROSS DENSITY	5.36 DWELLING UNITS / ACRE	
AVERAGE AREA PER LOT (NET ACREAGE DIVIDED BY THE NUMBER OF LOTS)	0.13 ACRES	5,871 SQUARE FEET
MINIMUM LOT AREA	0.09 ACRES	3,825 SQUARE FEET
AVERAGE LOT AREA (AREA OF LOTS DIVIDED BY THE TOTAL NUMBER OF LOTS)	0.09 ACRES	3,971 SQUARE FEET
MAXIMUM LOT AREA	0.13 ACRES	5,736 SQUARE FEET
MAXIMUM NUMBER OF LOTS PER PLANNED AREA DEVELOPMENT	-	
PROJECTED POPULATION 3.2 PERSONS PER DWELLING UNIT	467	



TYPICAL LOT DIMENSIONS & BUILDING SETBACK LINES
*18' FOR FRONT LOAD GARAGE, 10' FOR FRONT LIVING AREA



NO.	BY	DESCRIPTION	APP'D	DATE
REVISIONS				
FULTON HOMES ESCALANTE				
PARCEL 5				
PRELIMINARY PLAT				
		PHOENIX 19621 N. 23RD DR, STE 150, PHOENIX, AZ 85027 TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com		
	LAYOUT DLP	DRAFTED LPJ	CHECKED DJP	
	DRAWING SCALE(S)			
	N.T.S.			
PLAN DATE		SHEET NO.		
JAN/2019		2		
PROJECT NUMBER		OF 6 SHEETS		
4161214000				



LINE/CURVE DATA TABLE				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C3	29°00'01"	427.50	216.38	110.56
L1	N0°21'11"E	--	1550.35	--
L6	S29°21'59"W	--	549.55	--
L7	S0°21'58"W	--	75.97	--
L8	N89°41'45"W	--	705.19	--

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

FULTON HOMES ESCALANTE
PARCEL 5
PRELIMINARY PLAT

PHOENIX
19621 N. 23RD DR, STE 150, PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099
www.cardno.com

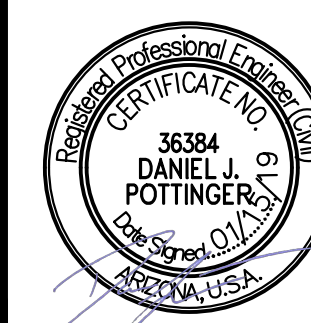
LAYOUT DLP	DRAFTED LPJ	CHECKED DJP
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DRAWING SCALE(S)
1" = 40'

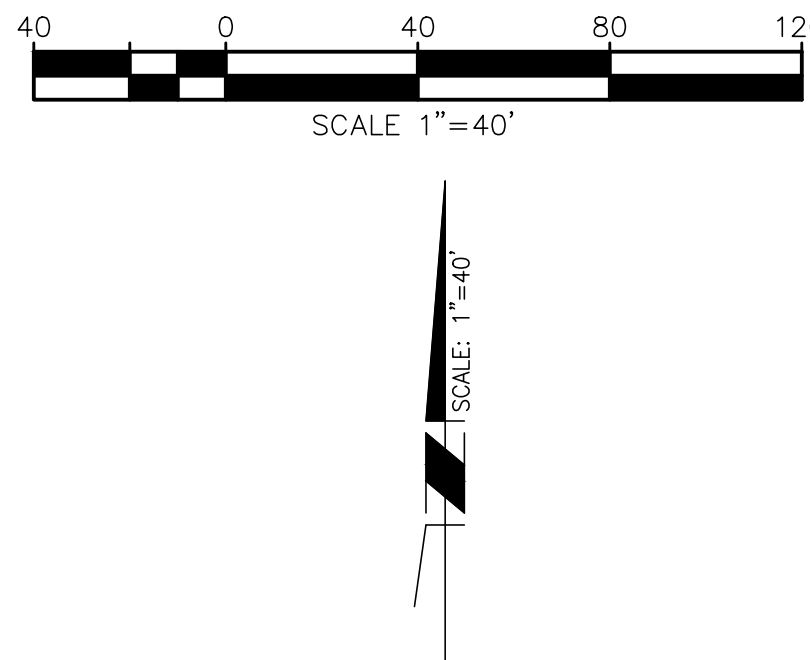
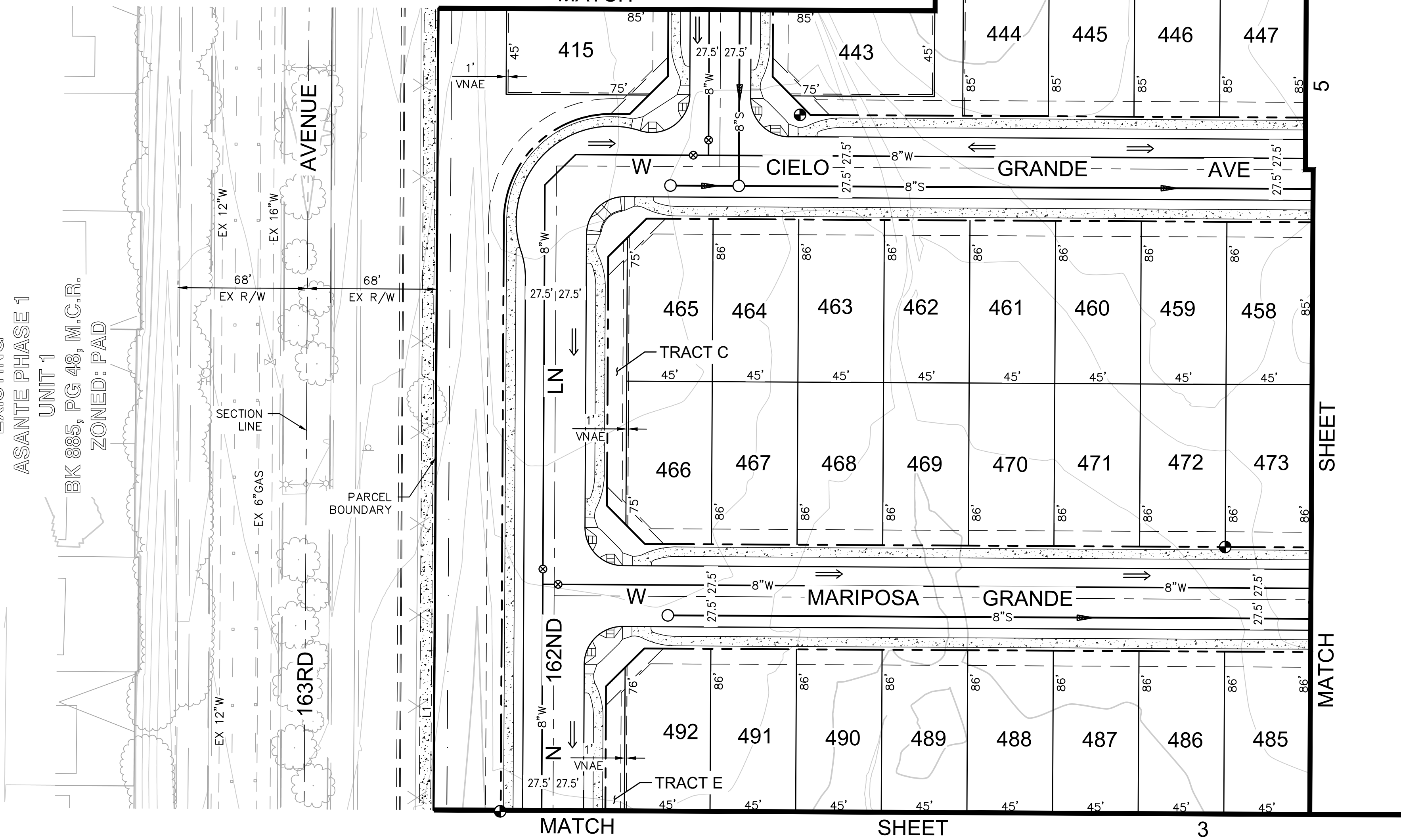
PLAN DATE
JAN/2019

PROJECT NUMBER
4161214000

SHEET NO.
3
OF 6 SHEETS



EXISTING
ASANTE PHASE 1
UNIT 1
BK 885, PG 48, M.C.R.
ZONED: PAD



NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

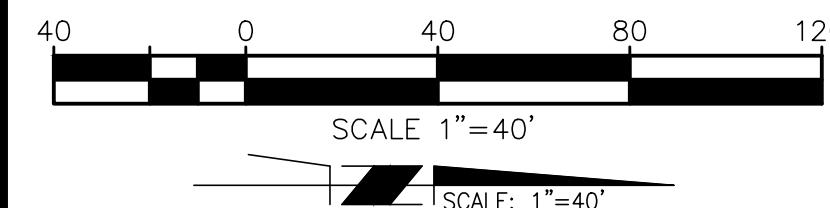
FULTON HOMES ESCALANTE
PARCEL 5
PRELIMINARY PLAT

Cardno PHOENIX
19621 N. 23RD DR, STE 150, PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099
www.cardno.com



LAYOUT DLP	DRAFTED LPJ	CHECKED DJP
DRAWING SCALE(S) 1" = 40'		
PLAN DATE JAN/2019		SHEET NO. 4
PROJECT NUMBER 4161214000 OF 6 SHEETS		





NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

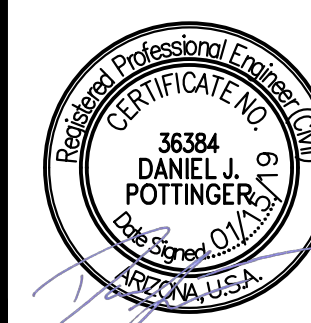
FULTON HOMES ESCALANTE
PARCEL 5
PRELIMINARY PLAT

PHOENIX
19621 N. 23RD DR, STE 150, PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099
www.cardno.com

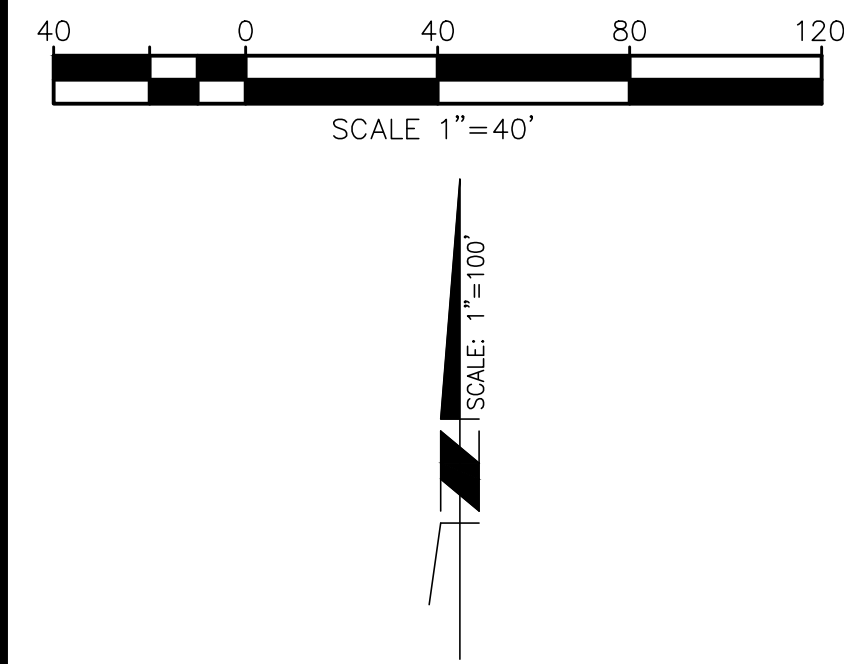
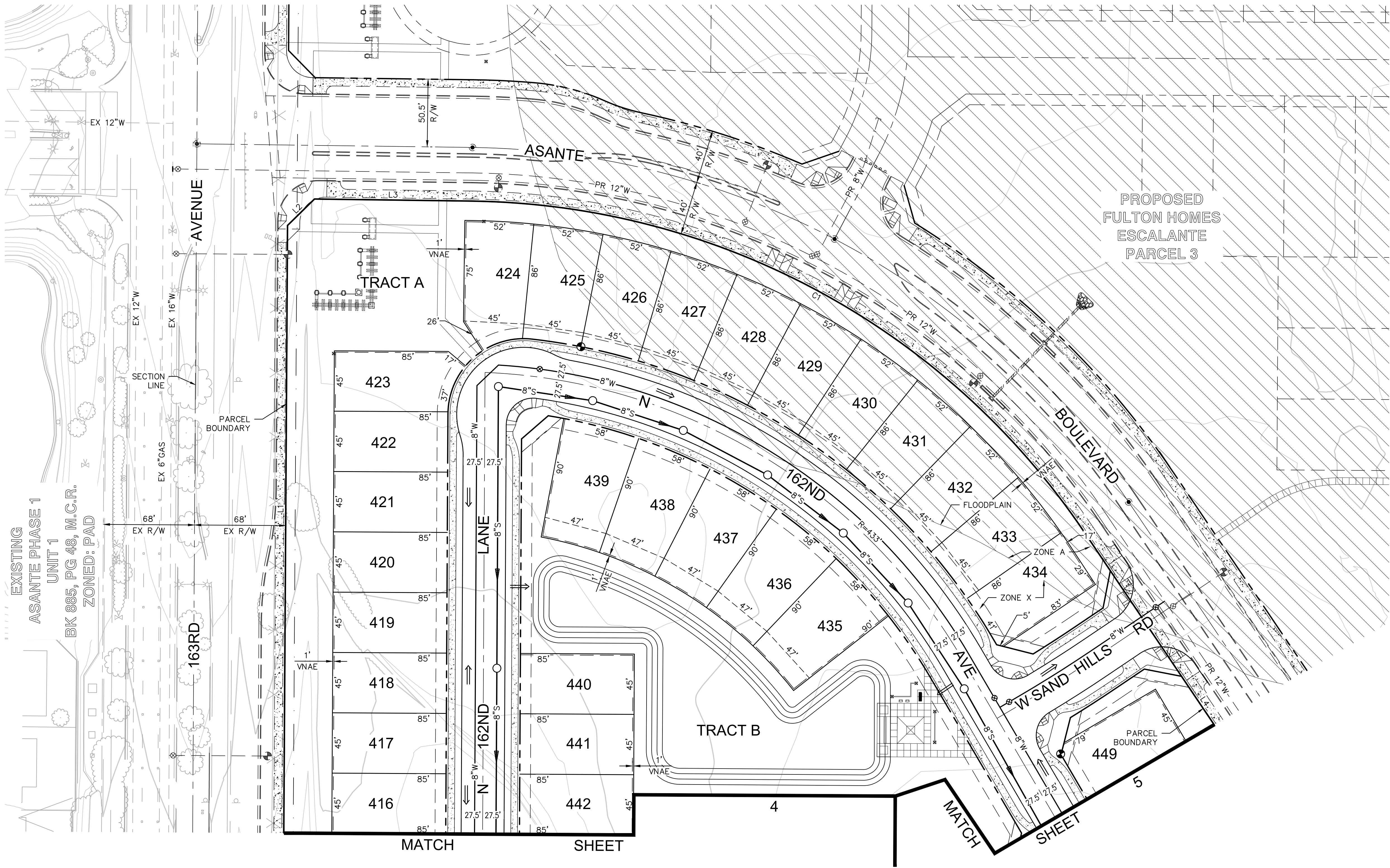
LAYOUT DLP	DRAFTED LPJ	CHECKED DJP
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DRAWING SCALE(S)
1" = 40'

PLAN DATE JAN/2019	SHEET NO. 5
PROJECT NUMBER 4161214000	OF 6 SHEETS



W:\4161214000\Civil\CD\PARCEL 5\TM\214-PCL5-TM-005.dwg Leiland James 1/15/19 10:06:04 AM



NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

FULTON HOMES ESCALANTE
PARCEL 5
PRELIMINARY PLAT

Cardno PHOENIX
19621 N. 23RD DR. STE 150, PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099
www.cardno.com



LAYOUT DLP	DRAFTED LPJ	CHECKED DJP
DRAWING SCALE(S) 1" = 40'		
PLAN DATE JAN/2019		SHEET NO. 6
PROJECT NUMBER 4161214000 OF 6 SHEETS		

Call at least two full working days
before you begin excavation.
ARIZONA811
Arizona One Strike, Inc.
Toll 8-1-1 or 1-800-STAKE-IT (782-8348)
In Maricopa County: (602) 255-1100

FULTON HOMES ESCALANTE

PARCEL 5

Surprise, Arizona



Preliminary Landscape Design Package

Submitted: September 18, 2018

Resubmitted: December 12, 2018

PROJECT TEAM

DEVELOPER:
FULTON HOMES
 9140 S. KYRENE RD., SUITE 202
 TEMPE, AZ 85284
 TEL: (480) 753-6789
 CONTACT: NORM NICHOLLS

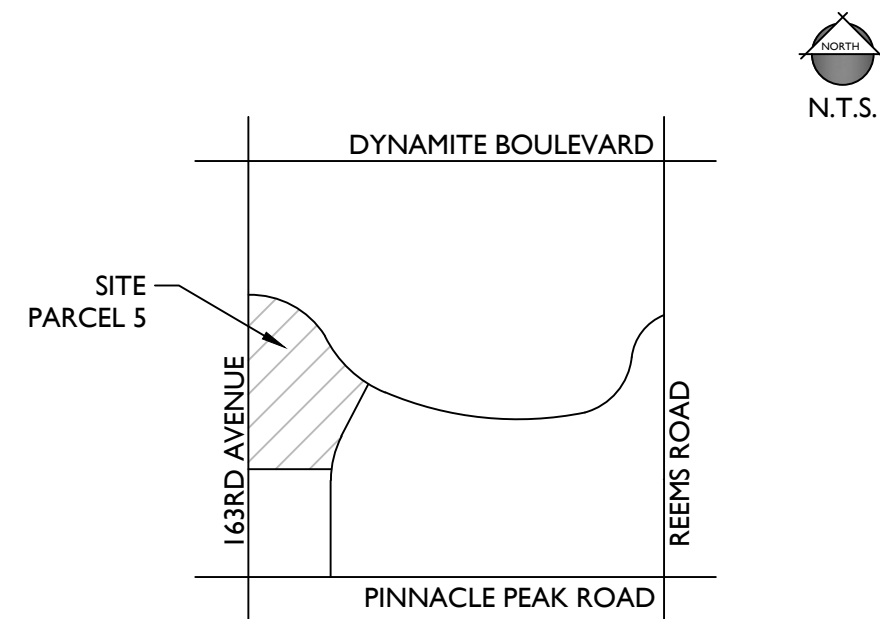
LANDSCAPE ARCHITECT:
EPS GROUP, INC.
 2045 S. VINEYARD, SUITE 101
 MESA, AZ 85210
 TEL: (480) 503-2250
 CONTACT: SHAWN BYRON, RLA

CIVIL ENGINEER:
EPS GROUP, INC.
 2045 S. VINEYARD, SUITE 101
 MESA, AZ 85210
 TEL: (480) 503-2250
 CONTACT: BRIAN NICHOLLS, PE

PLANNER:
EPS GROUP, INC.
 2045 S. VINEYARD, SUITE 101
 MESA, AZ 85210
 TEL: (480) 503-2250
 CONTACT: JOSH HANNON



VICINITY MAP



PROJECT TEAM

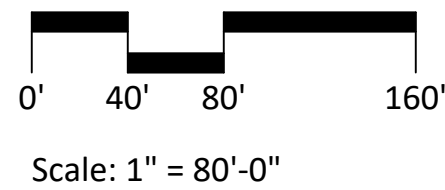
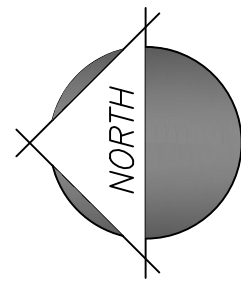
DEVELOPER:
FULTON HOMES
9140 S. KYRENE RD., SUITE 202
TEMPE, AZ 85284
TEL: (480) 753-6789
CONTACT: NORM NICHOLLS

CIVIL ENGINEER:
CARDNO
19621 N. 23RD DR. SUITE 150
PHOENIX, AZ 85027
TEL: (602) 977-8075
CONTACT: DANIEL POTTINGER

LANDSCAPE ARCHITECT:
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: SHAWN BYRON, RLA

PROJECT DATA

GROSS AREA:	27.25 ACRES
NET AREA:	19.67 ACRES
LOT SIZE:	45' X 85'
NO. OF LOTS:	146
DENSITY:	5.36 DWELLING UNITS / ACRE
OPEN SPACE:	6.40 ACRES (32.53%)



PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box
	Acacia farnesiana	Sweet Acacia	24" Box
	Acacia salicina	Willow Acacia	24" Box
	Acacia willardiana	Palo Blanco	24" Box
	Caesalpinia cacalaco 'Smoothie'	Thornless Cascalote	24" Box
	Chilopsis linearis 'Art's Seedless'	'Art's Seedless' Desert Willow	24" Box
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box
	Ebenopsis ebano	Texas Ebony	24" Box
	Fraxinus velutina 'Fan West'	Fan West Ash *	24" Box
	Olneya tesota	Ironwood	24" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Parkinsonia florida	Blue Palo Verde	24" Box
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	24" Box
	Piscacia X 'Red Push'	Red Push Piscacia	24" Box
	Prosopis hybrid 'Phoenix'	Phoenix Mesquite	24" Box
	Quercus virginiana 'Heritage'	'Heritage' Live Oak	24" Box
	Sophora secundiflora	Texas Mountain Laurel	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
	Vitex agnus-castus	Chaste Tree	24" Box

GROUNDCOVERS		COMMON NAME	SIZE
	Acacia redolens Desert Carpet	Prostrate Acacia	1 Gal
	Ambrosia deltoidea	Triangleleaf Bursage	5 Gal
	Baccharis hybrid 'Starn'	Thompson Baccharis	1 Gal
	Baileya multiradiata	Desert Marigold	1 Gal
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Dalea greggii	Trailing Indigo Bush	1 Gal
	Lantana spp.	Lantana	1 Gal
	Penstemon spp.	Penstemon	5 Gal
	Pilosotrophe cooperi	Paperflower	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tagetes spp.	Marigold	1 Gal
	Tetranneuris acaulis	Angelita Daisy	1 Gal
	Verbena goodingii	Goodding Verbena	1 Gal

KEYNOTES

- 1 PEDESTRIAN CONNECTION
- 2 TURF

SHRUBS/ACCENTS	COMMON NAME	SIZE	
	Abutilon palmeri	Indian Mallow	5 Gal
	Ambrosia deltoidea	Triangleleaf Bursage	5 Gal
	Agave spp.	Century Plant	5 Gal
	Aloe spp.	Aloe	1 Gal
	Asclepias subulata	Desert Milkweed	5 Gal
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Bouteloua spp.	Grama Grass	5 Gal
	Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
	Calliandra eriophylla	Pink Fairy Duster	5 Gal
	Calliandra californica	Baja Fairy Duster	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa	Natal Plum	5 Gal
	Carnegiea gigantea	Saguaro	6' SPEAR
	Cordia boissieri	Desert Olive	5 Gal
	Dalea frutescens 'Sierra Negra'	Black Dalea	5 Gal
	Dasyliirion spp.	Desert Spoon	5 Gal
	Dodonea viscosa	Hop Bush	5 Gal
	Encelia farinosa	Brittlebush	5 Gal
	Eremophila spp.	Valentine Bush	5 Gal
	Euphorbia rigida	Gopher Plan	5 Gal
	Ferocactus wislizenii	Fishhook Barrel Cactus	5 gal
	Fouquieria splendens	Ocotillo	10 Cane
	Gossypium harknessii	San Marcos Hibiscus	5 Gal
	Hesperaloe spp.	Hesperaloe	5 Gal
	Justicia californica	Chuparosa	1 Gal
	Justicia spicigera	Mexican Honeysuckle	5 Gal
	Larrea tridentata	Creosote Bush	1 Gal
	Lantana spp.	Lantana	5 Gal
	Leucophyllum spp.	Texas Sage	5 Gal
	Muhlenbergia spp.	Muhlenbergia Grass	5 Gal
	Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
	Nassella tenuissima	Mexican Feather Grass	5 Gal
	Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
	Nolina microcarpa	Bear Grass	5 Gal
	Opuntia spp.	Prickley Pear	5 Gal
	Pedilanthus macrocarpus	Lady's Slipper	5 Gal
	Plumbago scandens	Plumbago	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Russelia equisetiformis	Coral Fountain	5 Gal
	Salvia greggii	Autumn sage	5 Gal
	Senna spp.	Cassia	5 Gal
	Simmondsia chinensis	Jojoba	5 Gal
	Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
	Sphaeralcea ambigua	Globe Mallow	1 Gal
	Tecoma spp.	Yellow Bells	5 Gal
	Teurcium chamaedrys	Germander	1 Gal
	Vauquelinia californica	Arizona Rosewood	5 Gal
	Yucca spp.	Yucca	5 Gal

TURF

	Cynodon dactylon 'Tifway 419'	Tifway 419	Sod
---	-------------------------------	------------	-----

NOTE:
Plants in the sight visibility triangle shall be trimmed between 30" and 84" per the EDS Standard Detail 4-01 & Detail 4-02.

KEYNOTES

- 1 20' x 20' RAMADA
- 2 SHADED TOT LOT
- 3 LANDSCAPE BENCH
- 4 GARDEN WALL
- 5 TURF / OPEN PLAY
- 6 BBQ GRILL
- 7 STEP
- 8 PLANTER



1 20' x 20' RAMADA



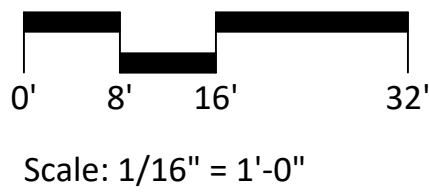
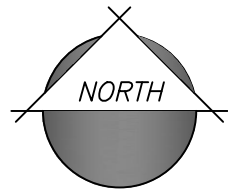
2 SHADED TOT LOT



5 TURF / OPEN PLAY



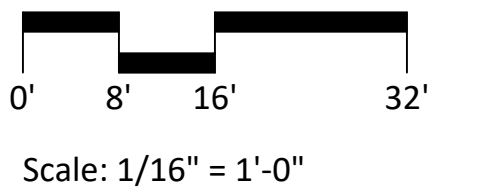
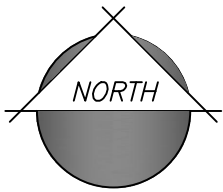
1 TRACT B PARK
Scale: 1/16" = 1'-0"



Scale: 1/16" = 1'-0"



2 TRACT J PARK
Scale: 1/16" = 1'-0"



Scale: 1/16" = 1'-0"





LEGEND

SYMBOL	ITEM
	COLUMN TYPE A
	COLUMN TYPE B
	PRIMARY WALL
	SECONDARY WALL
	PARTIAL VIEW WALL TYPE I
	ACCENT WALL - Ref. L-0.04B (SPLIT RAIL & GARDEN WALL)
	GARDEN WALL
	SIGHT VISIBILITY TRIANGLE

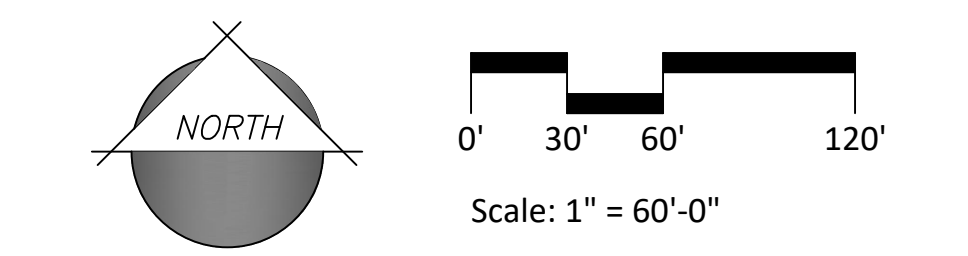
PRIMARY WALL

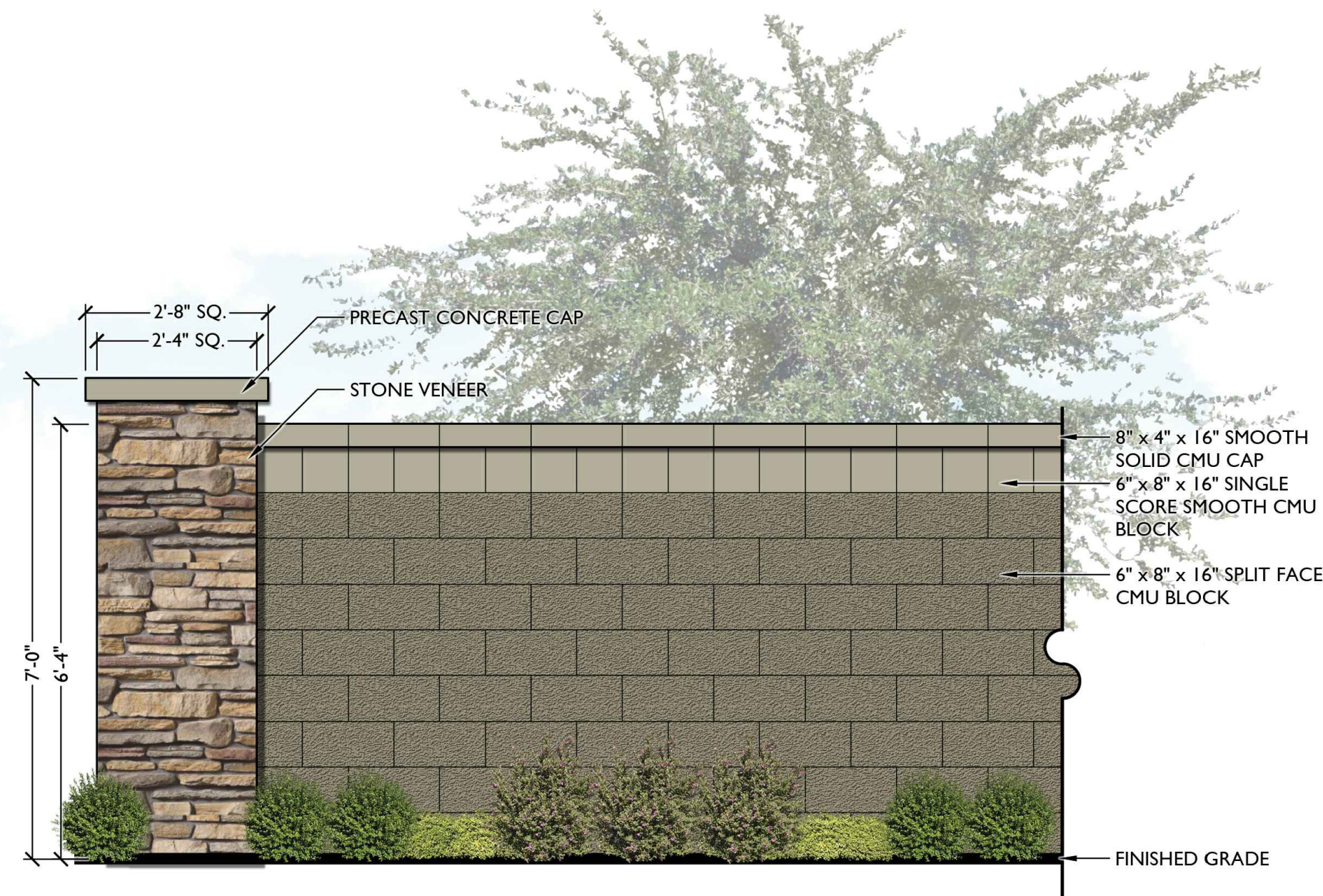
SECONDARY WALL

PARTIAL VIEW WALL TYPE I

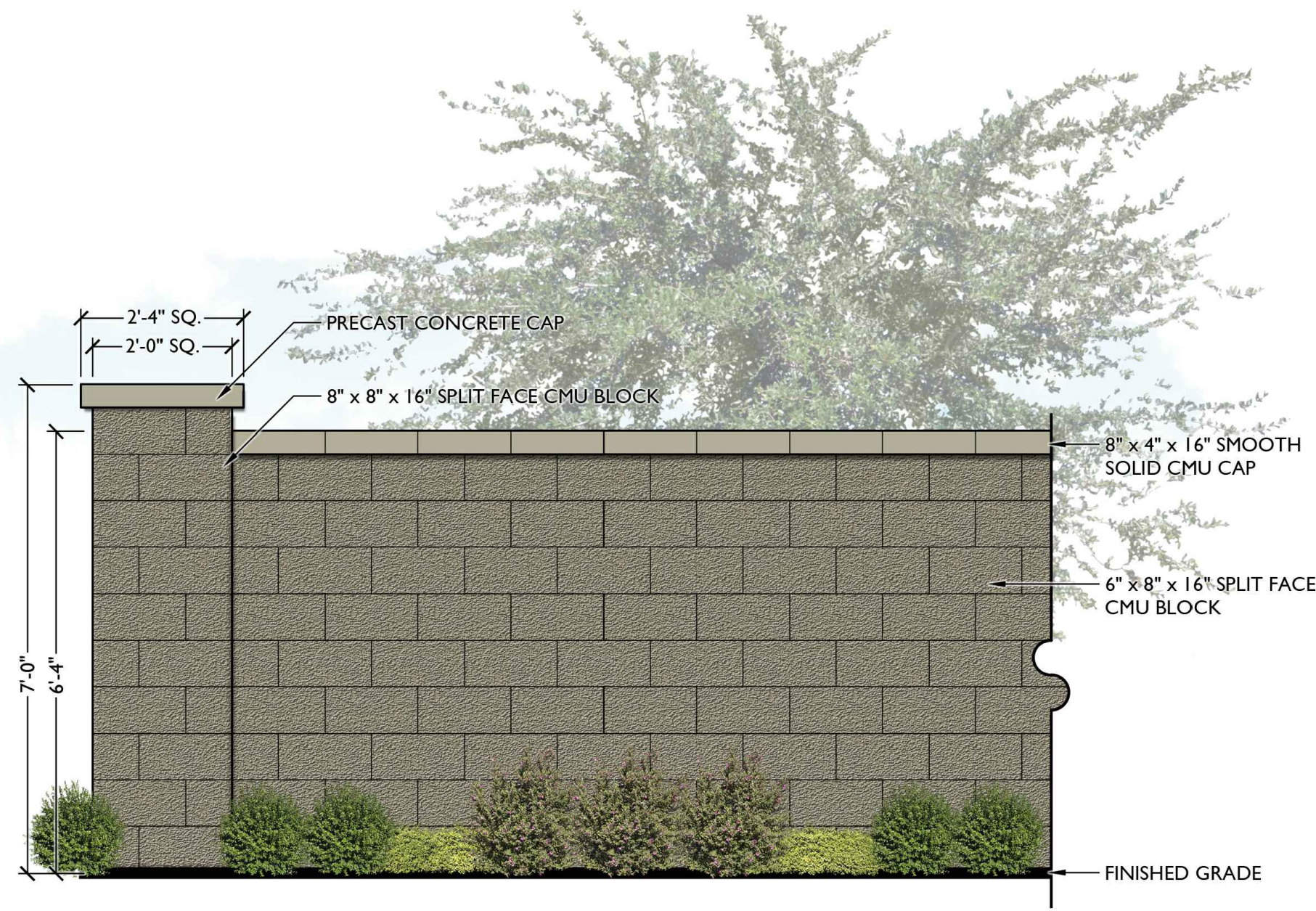
GARDEN WALL

ACCENT WALL
(SPLIT RAIL & GARDEN WALL)





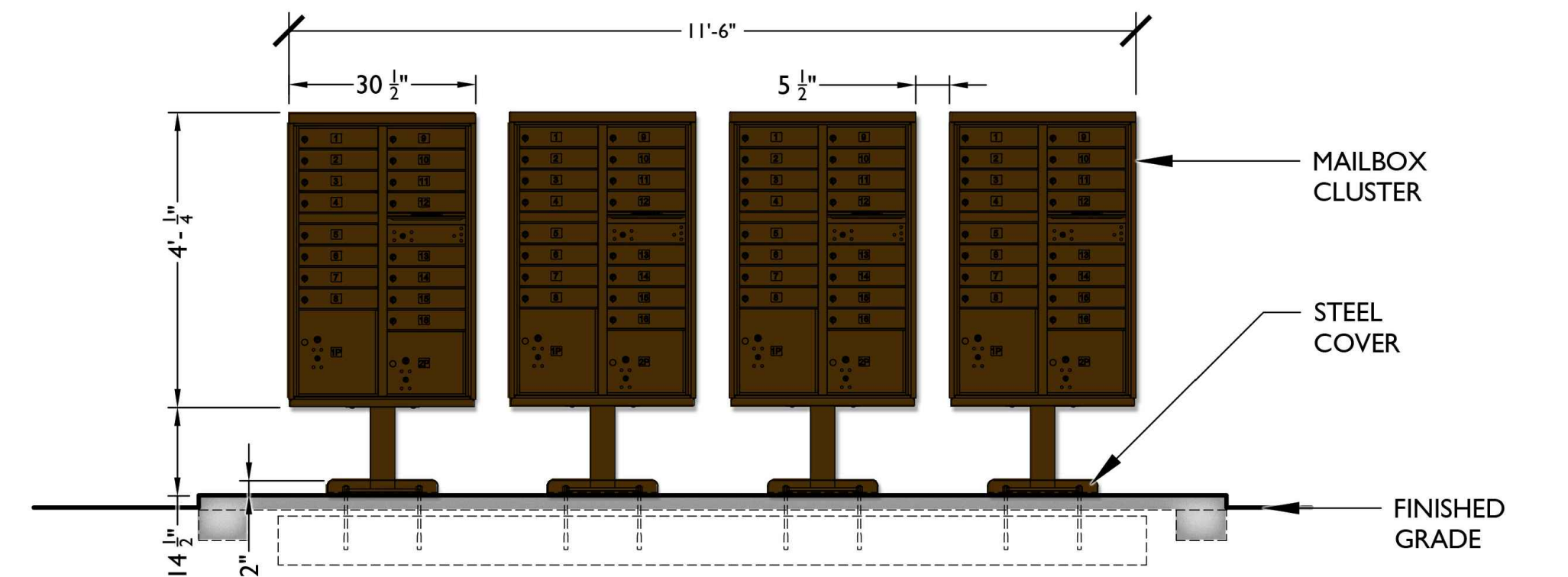
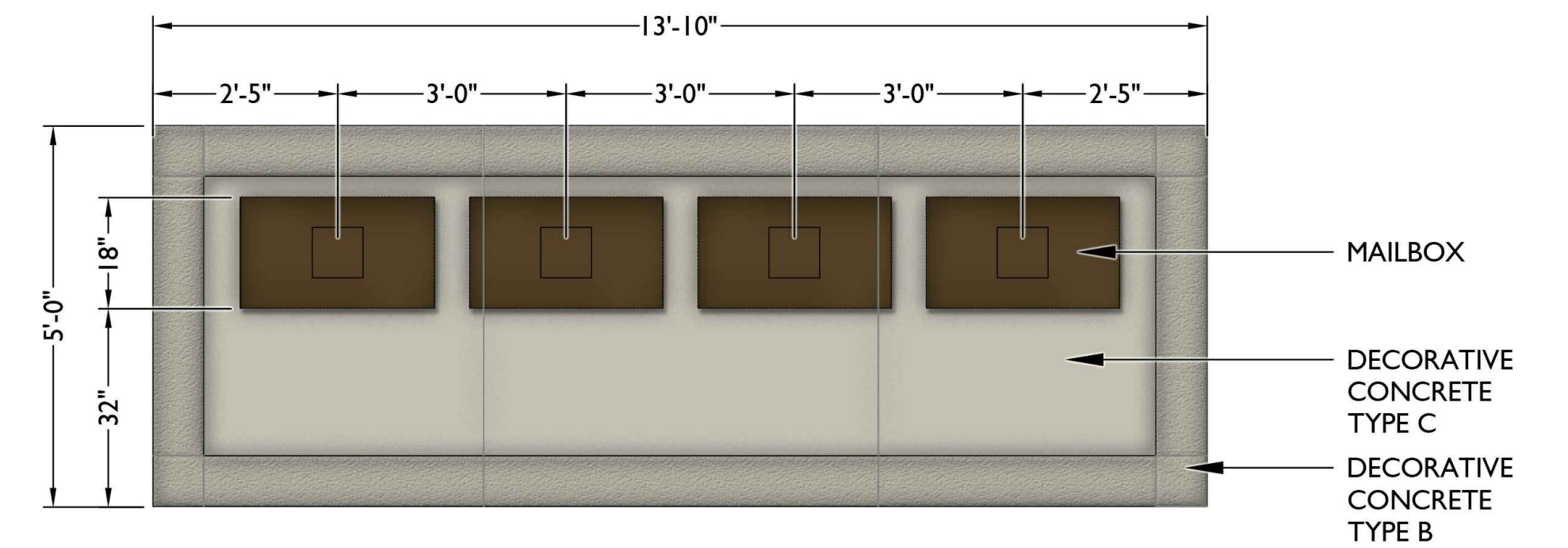
1 PRIMARY WALL
Scale: 1/2" = 1'-0"



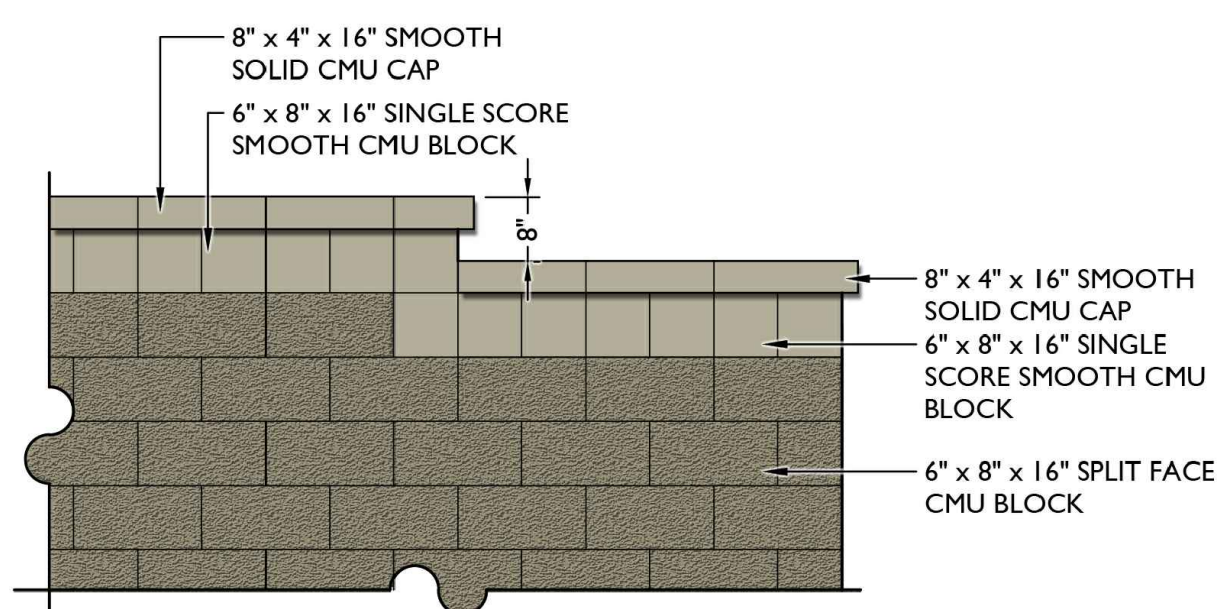
2 SECONDARY WALL
Scale: 1/2" = 1'-0"



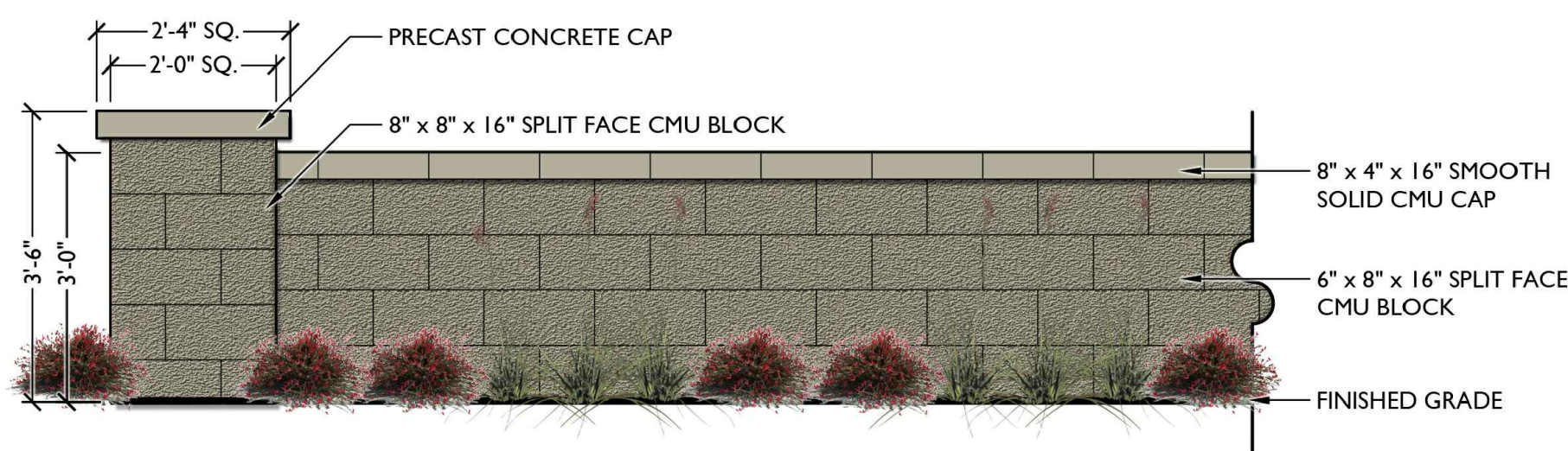
3 VIEW FENCE
Scale: 1/2" = 1'-0"



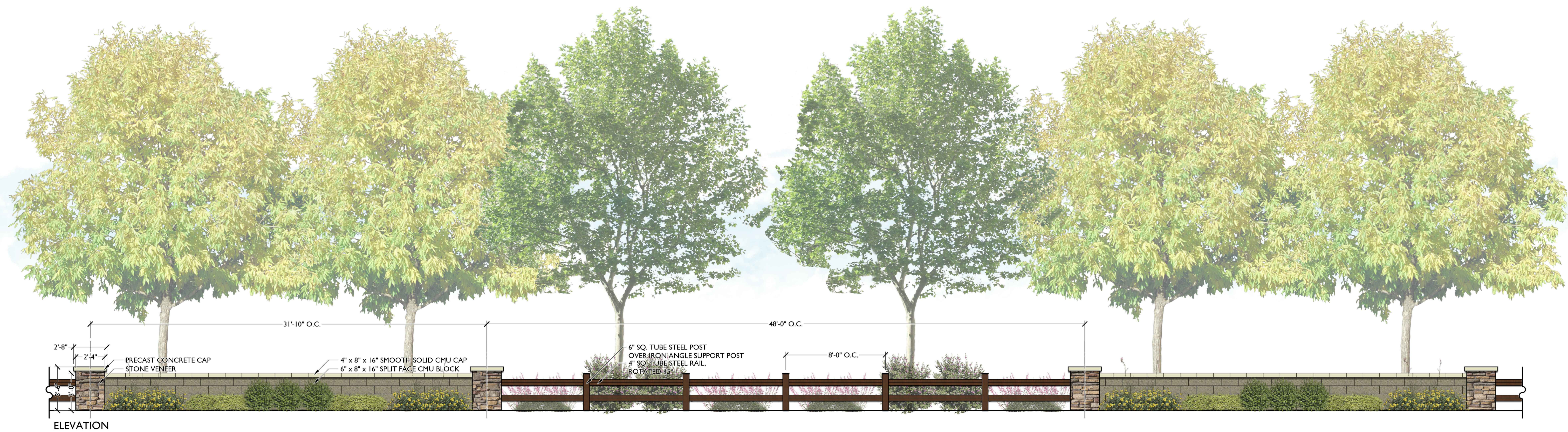
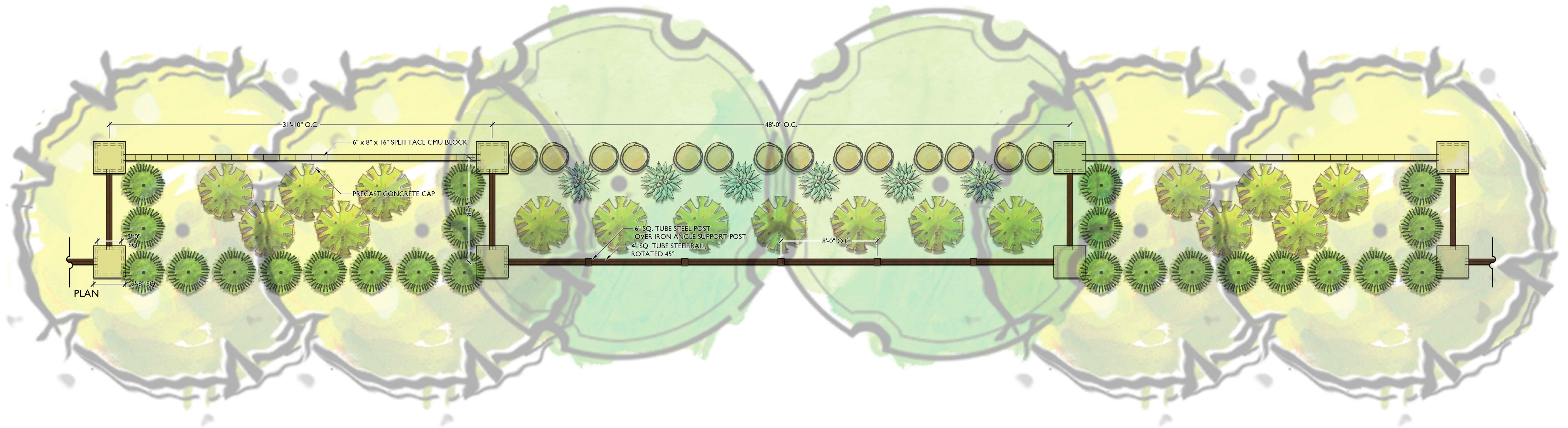
6 MAIL BOX PLAN AND ELEVATION
Scale: 1/2" = 1'-0"



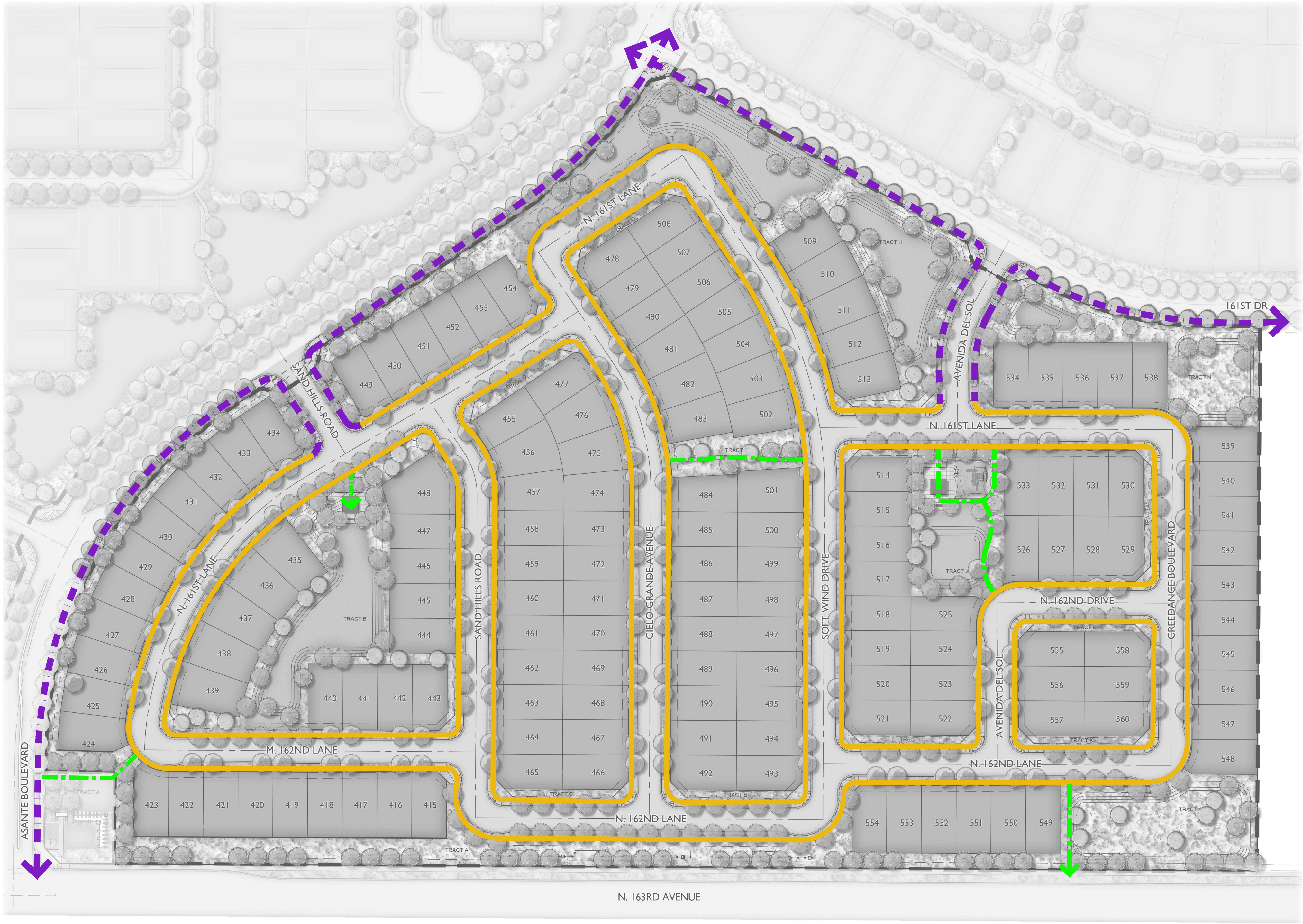
4 PRIMARY WALL TYPICAL STEP
Scale: 1/2" = 1'-0"



5 GARDEN WALL
Scale: 1/2" = 1'-0"



I ACCENT WALL (SPLIT RAIL & GARDEN WALL)
Scale: 1/4" = 1'-0"



LEGEND	
SYMBOL	ITEM
	INTERNAL SIDEWALK
	COLLECTOR SIDEWALK
	URBAN SPACE SIDEWALK



From: [Dennis Haley](#)
To: [Caresse Schweitzer](#)
Cc: [Vanessa Nunez](#)
Subject: CR18-243 Verdugo Parcel 5 Final Plat
Date: Tuesday, May 08, 2018 7:50:39 AM
Attachments: [image002.jpg](#)

RE: CR18-243

Verdugo Parcel 5 Final Plat

163rd Ave. & Asante Blvd.

Attn: Caresse Schweitzer

Thank you for your notice for the above-referenced development.

After review, the development location is more than 1/4 mile from any ADOT proposed or existing highway facility. As such, ADOT has no comment.

Please feel free to contact me should you have any further questions. We appreciate the opportunity to review and comment.

Dennis Haley, SR/WA

Consultant

ADOT ROW Project Coordinator

Federal Lands Liaison

205 S. 17th Ave MD: 612E

Phoenix, AZ 85007

602-712-7432

WWW.AZDOT.GOV



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From: [PLANTE, BARBARA S GS-12 USAF AETC 56 FW/CIT](#)
To: [Caresse Schweitzer](#)
Subject: Declined: [Non-DoD Source] CR18-243 VERDUGO PARCEL 5 CONCEPT MEETING

VERDUGO PARCEL 5
CR18-243
163RD AVE & ASANTE BLVD.
503-56-130
FINAL PLAT

Thank you for the opportunity to make comments for the concept meeting on the Verdugo Parcel 5 (Final Plate). The project is located on 27 acres at 163rd Ave. and Asante Blvd. and is part of the larger 172 acre planned area of development in Surprise AZ. The site is approximately 3.51 miles outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

The request is to develop the site into 150 single family homes for a density of 5.55 du/ac.

This request, as stated in the narrative, should not negatively impact the flying operations at Luke AFB. Since Verdugo Parcel 5 will be located inside the "territory in the vicinity of a military airport," it 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.

v/r
Barbara

//SIGNED//

BARBARA S. PLANTE, GS-12, DAFC
56th Fighter Wing
Deputy Director, Community Initiatives Team
14185 W. Falcon Street
Luke AFB AZ 85309-1629
Phone: 623 856-9981

From: [Leslie Jarrell](#)
To: [Caresse Schweitzer](#)
Cc: [Chris Cain](#); [Debbie Trasancos](#)
Subject: Declined: CR18-243 VERDUGO PARCEL 5 CONCEPT MEETING

Caresse,

Thank you for providing the electronic submittal for VERDUGO PARCEL 5 CONCEPT MEETING CR18-243. MWD has reviewed this submittal and determined that it is located outside of the current boundaries of MWD, and therefore does not impact MWD. Thanks again.

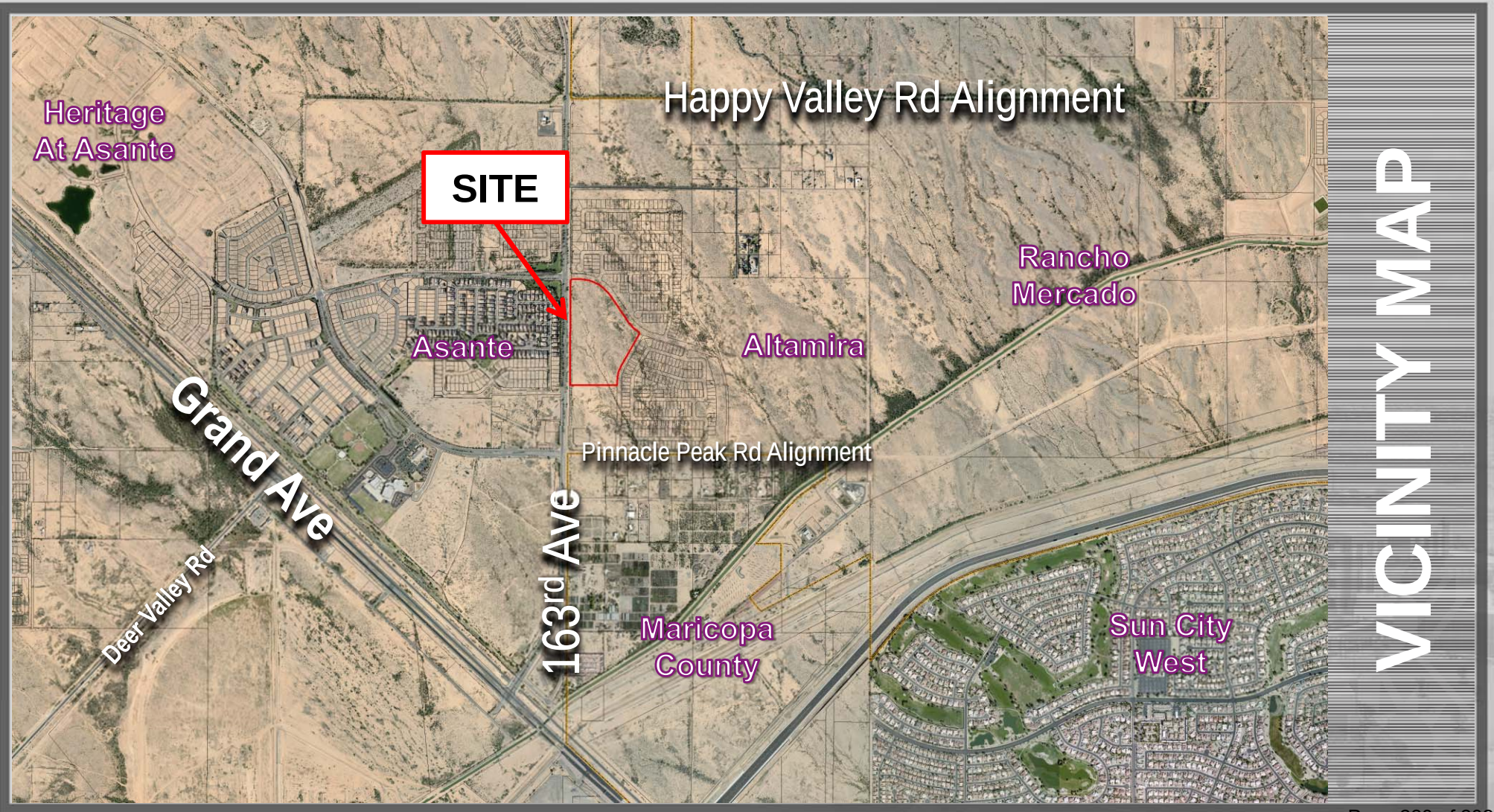
Leslie Jarrell
Property & Contracts Specialist
Maricopa Water District
14825 W. Grand Avenue
Surprise, AZ. 85374
Office Phone: (623)546-8266
Direct Line: (623)235-6103
Fax: (623)584-2536
E-mail: lesliej@mwdaz.com



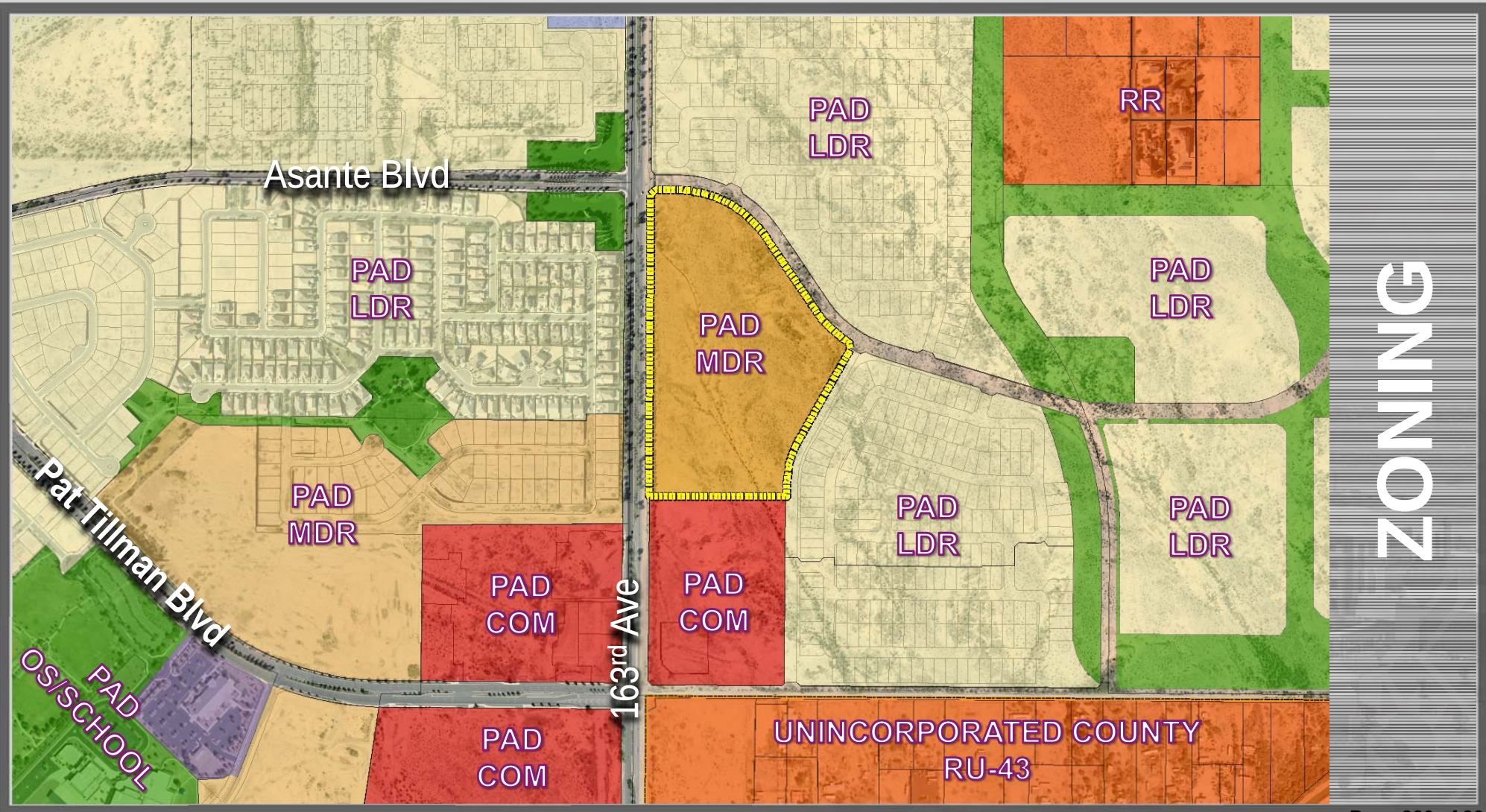
SURPRISE
ARIZONA

Fulton Homes at Escalante Parcel 5 Preliminary Plat

City Council
April 2, 2019



VICINITY MAP

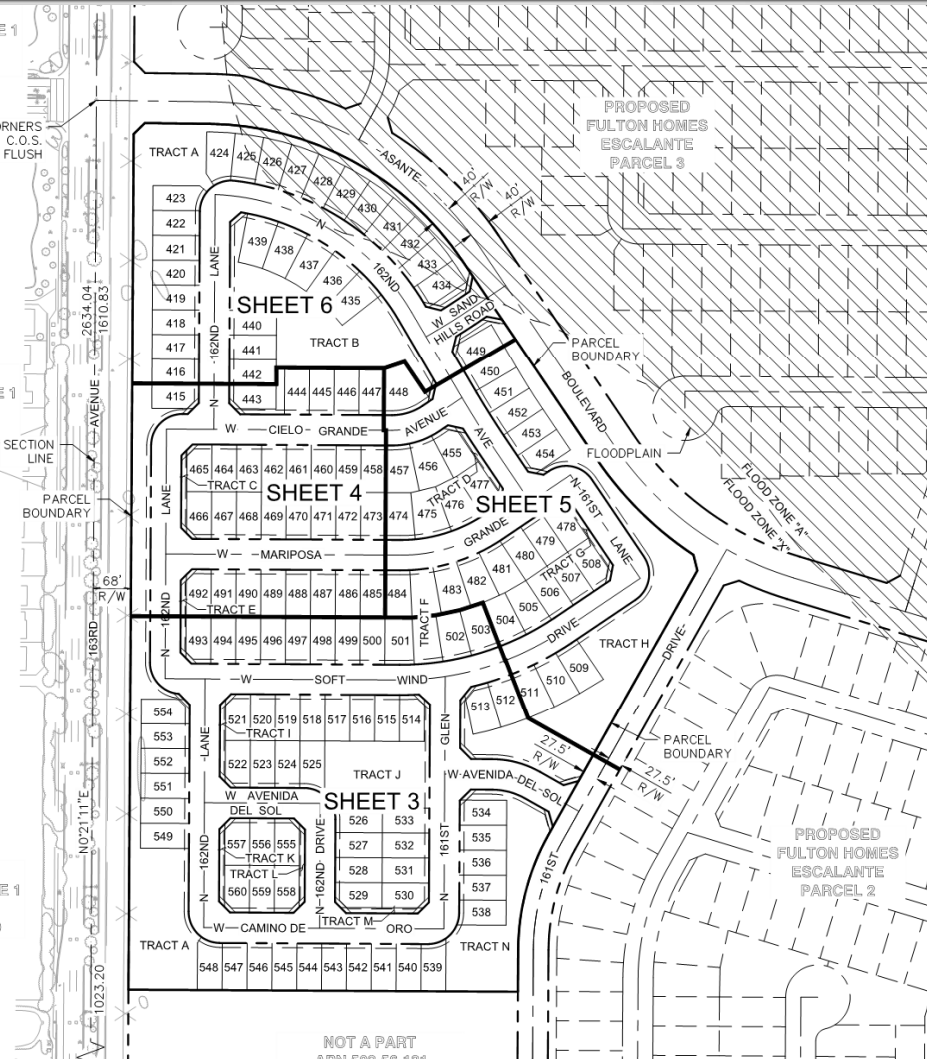


EXISTING
ASANTE PHASE 1
UNIT 1
ZONED: PAD

WEST QUARTER CORNERS
SECTION 7, FOUND C.O.S.
BRASS CAP FLUSH

EXISTING
ASANTE PHASE 1
UNIT 1
ZONED: PAD

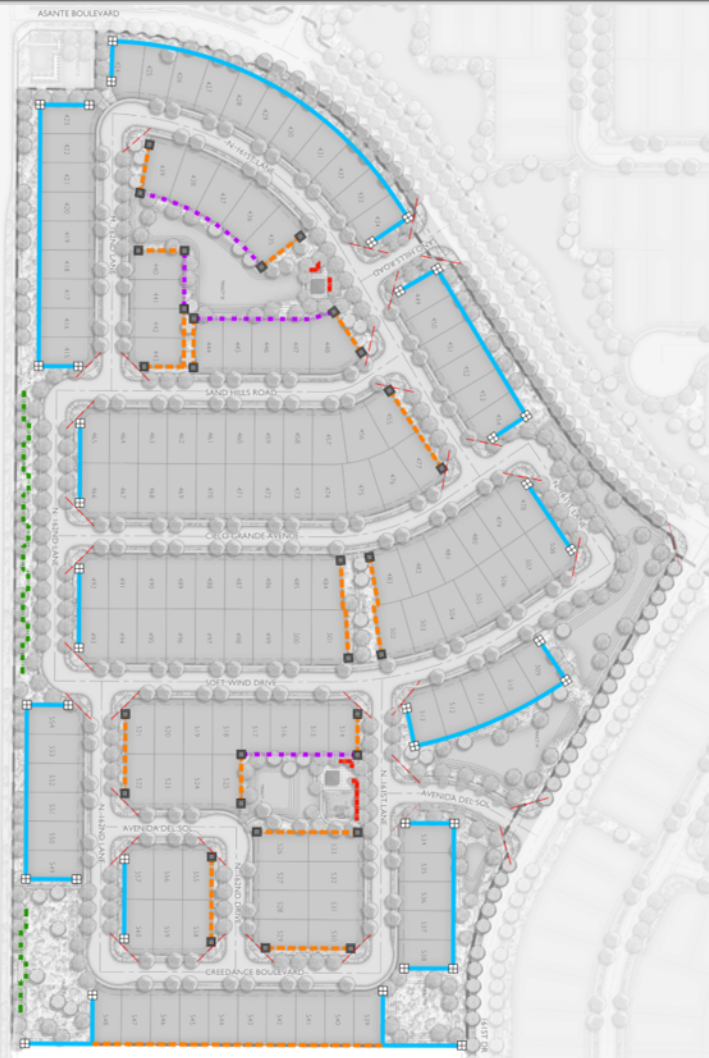
PROPOSED
ASANTE PHASE 1
UNIT 1A
ZONED: PAD



PRELIMINARY PLAT

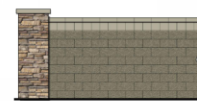


LANDSCAPE



LEGEND

SYMBOL	ITEM
	COLUMN TYPE A
	COLUMN TYPE B
	PRIMARY WALL
	SECONDARY WALL
	PARTIAL VIEW WALL TYPE I
	ACCENT WALL - Ref. L-0.048 (SPLIT RAIL & GARDEN WALL)
	GARDEN WALL
	SIGHT VISIBILITY TRIANGLE



PRIMARY WALL



SECONDARY WALL



PARTIAL VIEW WALL TYPE I

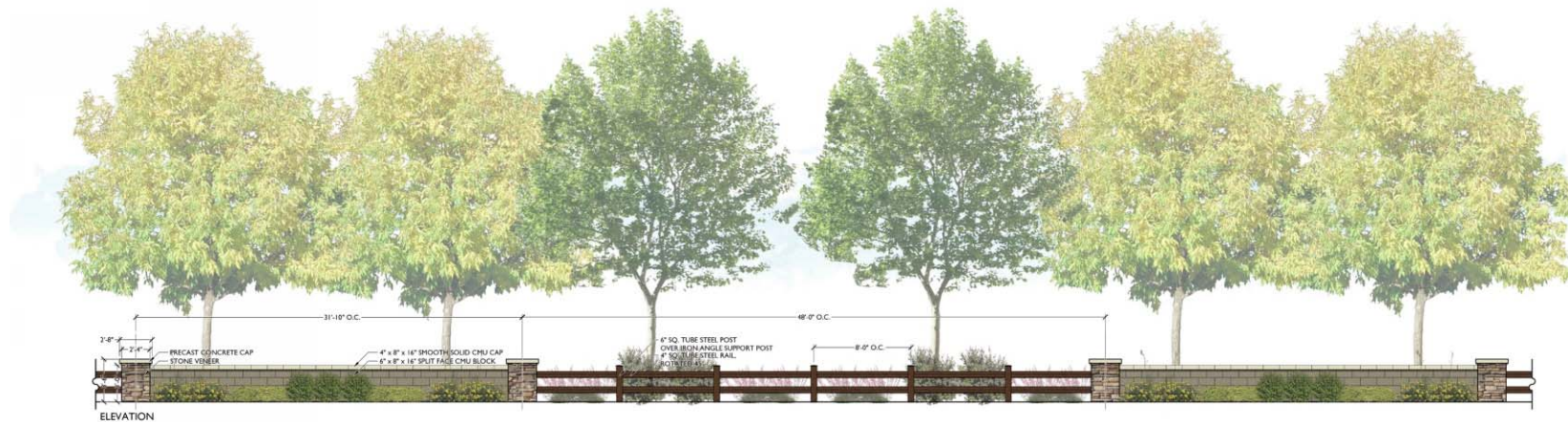
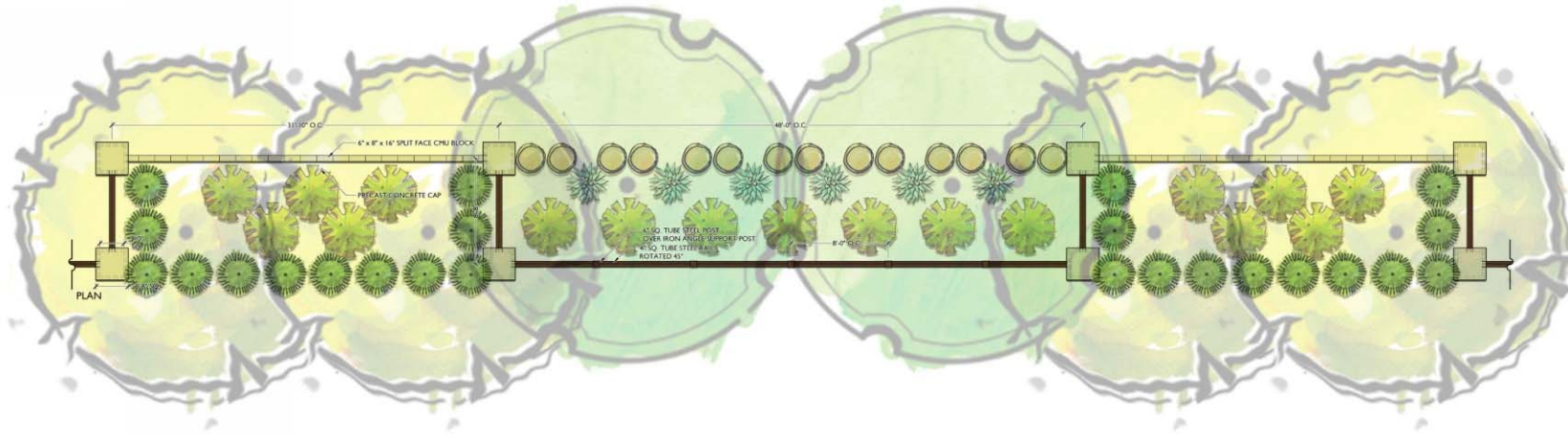


GARDEN WALL



ACCENT WALL (SPLIT RAIL & GARDEN WALL)

WALL PLAN



1

ACCENT WALL (SPLIT RAIL & GARDEN WALL)

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

WALL PLAN



RECOMMENDATION

On March 7, 2019 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS18-496.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 2, 2019 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 pertaining to approval of a Zone Change from Residential Ranch (RR) to Residential Low Density (RL-5) with a PUD Overlay of approximately 20 acres; Ordinance 2019-05.

Motion:

I move to approve Ordinance 2019-05.

Background:

KAX, LLC., on behalf of KAX, LLC & JK5SURPRISE, LLC seeks approval of a Zone Change on 20 acres (approx.) from Residential Ranch (RR) to Residential Low Density (RL-5) with a PUD Overlay for Saddlehorn Ranch, generally north of the Happy Valley Road alignment and east of the 151st Avenue alignment.. On March 7, 2019 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS18-316.

Objective Analysis:

The Zone Change for Saddlehorn Ranch will allow for the development of a new single-family residential subdivision on the subject property.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed density.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-316 - Saddlehorn Ranch - Staff Report

2. 01 - FS18-316 - Saddlehorn Ranch -Vicinity Map
 3. 02 - FS18-316 - Saddlehorn Ranch - Zoning Document
 4. 03 - FS18-316 - Saddlehorn Ranch - Luke AFB Comments
 5. 04 - FS18-316 - Saddlehorn Ranch - ADOT Comments
 6. 05 - FS18-316 - Saddlehorn Ranch - MWD Comments
 7. 06 - FS18-316 - Saddlehorn Ranch - Neighborhood Meeting Minutes
 8. FS18-316 - Ord 2019-05 Saddlehorn Ranch - Rezone- final-
 9. FS18-316 - Saddlehorn Ranch - PowerPoint
-

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case: FS18-316

Project Name: Saddlehorn Ranch

Council District: 1

Meeting Date: April 2, 2019

Planner: Sergio Angulo

Owner: KAX, LLC & JK5SURPRISE, LLC

Applicant: Kent A. Xander with KAX, LLC

Request: Zone Change from Residential Ranch (RR) to Residential Low Density (RL-5) with a PUD Overlay to allow for the development of a new residential subdivision.

Site Location: Generally north of the Happy Valley Road alignment and east of the 151st Avenue alignment.

Site Size: 20 acres (approx.)

Density: 3.1 Dwelling Units per Acre (DU/Ac)

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-316.

Support/Opposition: A citizen outreach meeting was held on November 8, 2018. Residents from the surrounding area attended to show their support and others to express their concerns with this project.

Staff Recommendation: On March 7, 2019 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS18-316, subject to stipulation A.

38 **Background:**

39
40 **April 12, 2018:** Staff met with the applicant to discuss the project during a regularly scheduled
41 Concept Review meeting under CR17-143.

42
43 **June 19, 2018:** The applicant filed a request for annexation of the subject property under case
44 FS18-315. The applicant also filed a concurrent request for a Zone Change from RR (the City
45 zoning equivalent to the current Maricopa County Rural-43 zoning) to City RL-5 with a PUD Overlay
46 to allow for the development of a new residential subdivision under case FS18-316 following
47 annexation.

48
49 **November 8, 2018:** The applicant held a neighborhood outreach meeting to discuss the project.

50
51 **January 25, 2019:** The blank petition for the annexation was recorded with the Maricopa County
52 Recorder's Office, as required by the Arizona Revised Statutes, with signatures to be collected
53 beginning 30 days thereafter.

54
55 **February 19, 2019:** A public hearing on the proposed annexation, as required by the Arizona
56 Revised Statutes, was held during the City Council regular meeting.

57
58 **March 7, 2019:** The Planning and Zoning Commission passed a motion to recommend approval to
59 the Mayor and City Council of case FS18-316, subject to stipulation A.

60
61 **Citizen Outreach:**

62
63 As noted above, the applicant held a Citizen Review meeting on November 8, 2018. The main
64 concerns of those that attended were potential flooding of neighboring properties, buffering from lots
65 to the north, and light pollution. The neighbors also requested information on the construction of
66 Happy Valley Road and the open space proposed for this project. The neighbors appreciated that
67 the applicant is willing to provide an open space buffer and limit the houses along the project's
68 northern boundary to one-story. The applicant also addressed drainage and Happy Valley Road
69 questions. Attached with this report is a copy of the neighborhood meeting minutes provided by the
70 applicant.

71
72 **Project Description:**

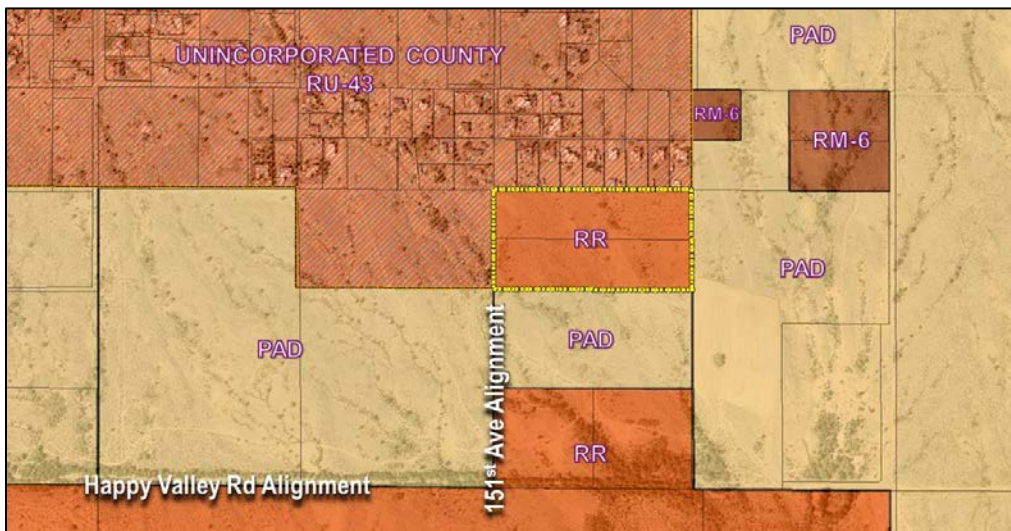
73
74 Kent A. Xander with KAX LLC., requests a Zone Change from Residential Ranch (RR) (the City
75 zoning equivalent to the current Maricopa County Rural-43 zoning) to Residential Low Density (RL-
76 5) with a PUD Overlay to allow for the development of Saddlehorn Ranch, a 20-acre (approx.)
77 property generally north of the Happy Valley Road alignment and east of the 151st Avenue
78 alignment following annexation. The proposed Zone Change will follow adoption of the Annexation
79 Ordinance for the subject property currently scheduled to be heard and acted upon by the Mayor
80 and City Council on April 2, 2019. The proposed PUD Overlay would amend the development
81 standards and reduce the maximum allowed density currently established in the Surprise Municipal
82 Code for properties zoned RL-5.

Analysis and Discussion:

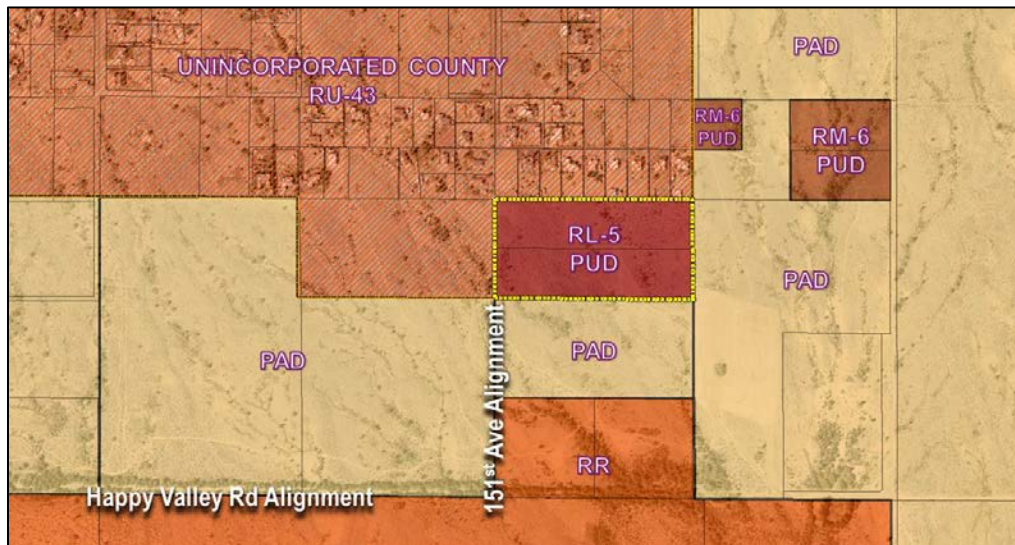
The subject property is 20 acres (approx.) of vacant land located on the northeast corner of Jomax Road and 171st Avenue. At the time of this report, the subject property is in Maricopa County jurisdiction outside the City limits. The current zoning of the subject property is Rural-43 (RU-43) under County jurisdiction. In conjunction with this Zone Change application, the applicant submitted an annexation request (case FS18-315) to incorporate the subject property into the City of Surprise. This proposed Zone Change would follow the annexation. If the annexation is approved by the Mayor and City Council through adoption of the Annexation Ordinance, the subject property would initially be zoned Residential Ranch (RR), which is the City's equivalent zoning to Maricopa's County RU-43 zoning district.

Following the annexation, the applicant requests to rezone the subject site from Residential Ranch (RR) to Residential Low Density (RL-5) with a Planned Unit Development (PUD) Overlay as shown below.

Existing Zoning:



Maricopa County (RU-43)	Maricopa County (RU-43)	PAD – Rancho Mercado
Maricopa County (RU-43)	RR	PAD – Rancho Mercado
PAD – Tierra Verde East	PAD – Tierra Verde East	PAD – Rancho Mercado

Proposed Zoning:

Maricopa County (RU-43)	Maricopa County (RU-43)	PAD – Rancho Mercado
Maricopa County (RU-43)	RR	PAD – Rancho Mercado
PAD – Tierra Verde East	PAD – Tierra Verde East	PAD – Rancho Mercado

The proposed PUD Overlay will establish specific development standards for the subject property similar to the standards established for the properties to the east (Rancho Mercado) and to the south (Tierra Verde East). The PUD Overlay also sets the maximum allowed density to 3.1 dwelling units per acre, reducing it from the 5 DU/Ac permitted by the SUDC in RL-5 zoning districts. The table below shows the comparison between the existing and proposed development standards.

	SUDC RL-5 Standards	PUD Proposed Standards
Minimum Lot Area	7,200 sq. ft.	7,200 sq. ft.
Minimum Lot Width	60'	60'
Minimum Lot Depth	100'	100'
Minimum Front Setback (Garage)	15'	21'
Minimum Front Setback (Livable or Side Loaded Garage)	15'	12'
Minimum Side Setback	5' (15' aggregate)	5' (15' aggregate)
Minimum Rear Setback	20'	20'
Maximum Lot Coverage	NA	NA
Density	5 DU/Acre	3.1 DU/Acres
Open Space	20%	21.6%

The subject property neighbors existing homes on one-acre lots. To help buffer this development and create a density transition from these acre lots, the applicant proposes an open space tract between the two developments, and the proposed PUD Overlay requires the lots along the northern boundary to be at least 70' and limits the development of these lots to single-story homes.

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which in a suburban neighborhood supports residential development between two and eight dwelling units per acre (2-8 DU/Ac). The proposed Zone Change and PUD Overlay will allow for a development with a maximum density of 3.1 DU/Ac. which demonstrates consistency with this land use category. Also, the conceptual subdivision plan submitted in the zoning document shows an open space buffer and larger lot sizes along the project's northern boundary, meeting the general plan's density transition requirement.

Reviewing Agencies:

In addition to the standard City reviewing agencies, the Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in the routing of this request. The proposed Zone Change was also routed to the Nadaburg Unified School District for review. None of the reviewing agencies indicated any concerns over the request.

Summary:

This proposed Zone Change and PUD Overlay proposes to amend the development standards and reduce the maximum allowed density currently established in the Surprise Municipal Code for properties zoned RL-5 to allow for the development of Saddlehorn Ranch.

Findings:

- The proposed Zone Change is dependent on the approval of the Annexation (case FS18-315) of the subject property.
- The proposed Zone Change is consistent with the Surprise General Plan 2035.
- The proposed density change is consistent with the Surprise General Plan 2035.

Recommendation:

On March 7, 2019 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of Zone Change case FS18-316, subject to the following stipulation:

- A. The proposed Zone Change is dependent on approval of the Annexation of the subject property, case FS18-315. Should said Annexation be denied by the Mayor and City Council, this Zone Change shall be null and void.

However, should the City Council wish to recommend denial of the request, the City Council should make its own findings and base its decision on those alternative findings.

Attachments:

- 01 Vicinity Map
- 02 Zoning Document
- 03 Luke AFB Comments
- 04 ADOT Comments
- 05 MWD Comments
- 06 Neighborhood Meeting Minutes



VICINITY MAP

SADDLEHORN RANCH

Case # FS18-316

Zone Change from Residential Ranch (RR) to
RL-5 (Low Density Residential) with a PUD Overlay

20.00 Gross Acres

Northeast corner Saddlehorn Road and 151st Avenue
(alignments), Surprise, Arizona

Prepared by: KAX Group, LLC

Submitted To: City of Surprise, Arizona

Dated: December 10, 2018

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Description of Request.....	5
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Conformance with the adopted Surprise General Plan 2035.....	7
Ingress/Egress/Access.....	8
Transportation/Traffic and Utilities.....	8
Existing Zoning Map.....	Exhibit A
Proposed Zoning Map.....	Exhibit B
Legal Description and Map.....	Exhibit C
Development Concept Plan.....	Exhibit D
Adjacent Rancho Mercado PAD Map.....	Exhibit E

Saddlehorn Ranch Team:**Applicant:**

KAX Group, LLC
Kent A. Xander kxander@kaxgroup.com
10973 N. 138th Way
Scottsdale, Arizona 85259
(602) 499-9305

Land Planning:

Walsh Design Group
Joe Walsh landoc@cox.net
6106 E. Rose Circle Drive
Phoenix, AZ 85018
(602) 619-7581

Location and Introduction:

A Vicinity Map is shown on page 4 illustrating Saddlehorn Ranch location (NEC Saddlehorn Road and 151st Avenue (alignments)).

Saddlehorn Ranch (“subject property” and/or “project”) is a 20-acre proposed subdivision adjacent to Bonita Ranch PUD, Rancho Mercado PAD Parcel A22, and Tierra Verde East PAD Parcel 4 all zoned for an allowed density of 3-4 units per acre. The subject property is also adjacent to unincorporated vacant land to the west and homes to the north. This project includes working with and the cooperation with the south and east adjacent property owners (Tierra Verde East PAD Parcel 4 and Rancho Mercado PAD Parcel A22) to formulate a cohesive development plan working out circulation, utilities and drainage issues. The Development Conceptual Plan shown in **Exhibit D**, addresses these issues and provides for a conceptual plan for single family residential subdivision. One of the development constraints of this property is the drainage issue which begins at the northwest corner of the subject property (at 151st Avenue), it traverses the west side of the site along 151st Avenue affecting the north half of 151st Avenue on west side of the subject property. When Saddlehorn Ranch is developed, the adjacent half street improvements on 151st Avenue shall be constructed by the developer subject to City of Surprise and Maricopa County Flood Control requirements.

Exhibit A depicts a map of the existing zoning of the subject property and the adjacent PAD’s, vacant land, and homes. The adjacent specific zoning and land uses are as follows:

Northeast

- | | | |
|---------------------------------|------------|----------------------|
| • Bonita Ranch PUD | 12.5 Acres | 68 lots (58’ x 110’) |
| • Rancho Mercado PAD Parcel A23 | 7.5 Acres | 22 lots (63’ x 115’) |

East

- | | | |
|---------------------------------|------------|-----------------------|
| • Rancho Mercado PAD Parcel A22 | 41.7 Acres | 141 lots (53’ x 105’) |
|---------------------------------|------------|-----------------------|

South

- | | | |
|----------------------------------|------------|----------------------|
| • Tierra Verde East PAD Parcel 4 | 19.6 Acres | 61 lots (60’ x 115’) |
|----------------------------------|------------|----------------------|

Southwest

- | | | |
|---------------------------------------|------------|-----------------------|
| • Tierra Verde East PAD Parcels 1,2,3 | 99.3 Acres | 259 lots (70’ x 125’) |
|---------------------------------------|------------|-----------------------|

West

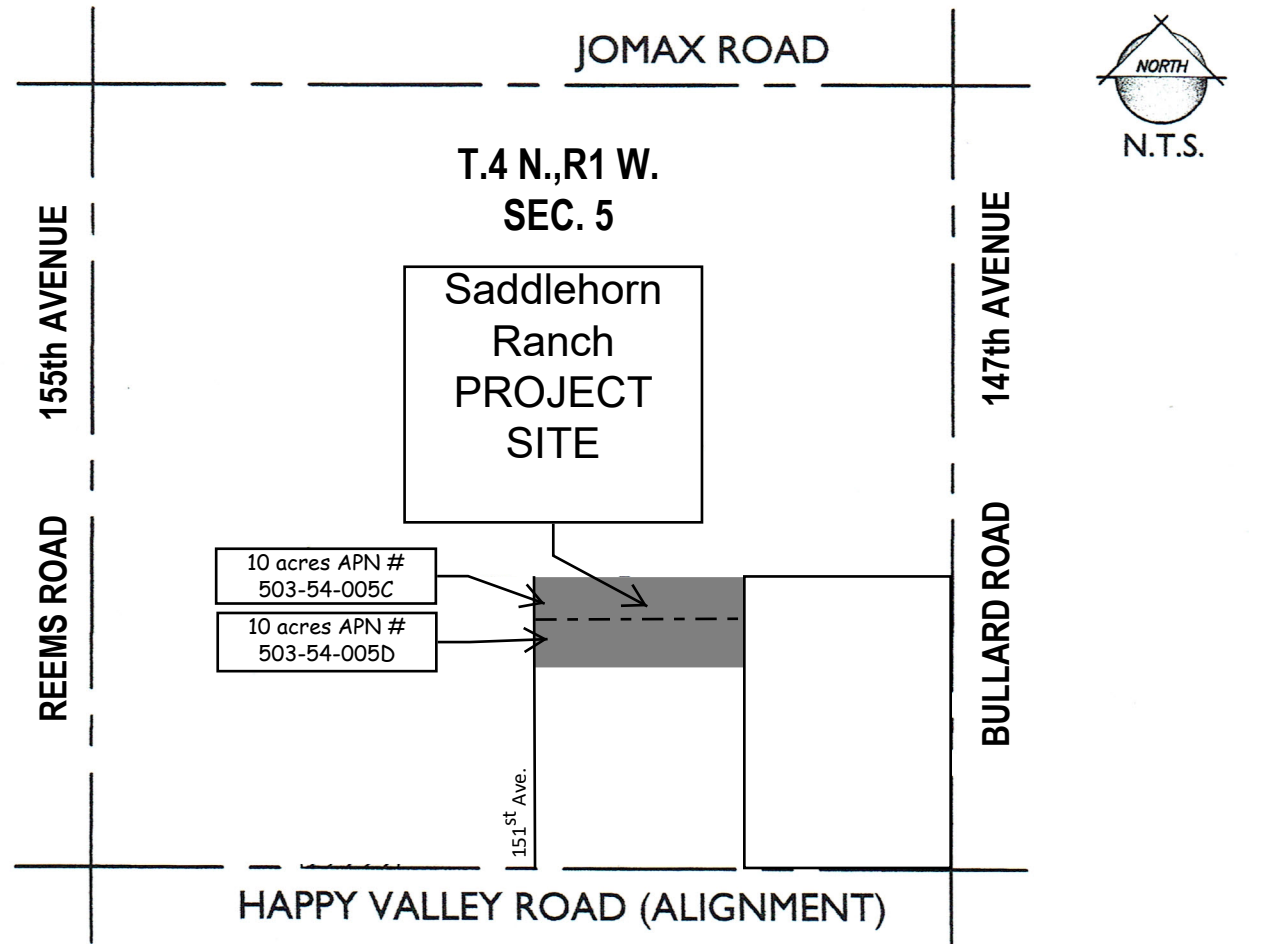
- | | | |
|---------|-------------|-----------------|
| • RU-43 | Vacant Land | Maricopa County |
|---------|-------------|-----------------|

North

- | | | |
|---------|------------------------------|-----------------|
| • RU-43 | Existing Single Family Homes | Maricopa County |
|---------|------------------------------|-----------------|

Exhibit E shows the relationship of the Subject Property to the Adjacent PAD’s on Rancho Mercado’s Planned Area Development Map.

VICINITY MAP



Description of Request:

Applicant, on behalf of KAX, LLC and JK5SURPRISE, LLC requests approval of a Zone Change (Case# FS18-316) for 20 acres from Residential Ranch (RR) to Residential Low Density (RL-5) with a PUD Overlay. **See Exhibit B for Proposed Zoning Map. See Exhibit C for Legal Description and Map Exhibit.** Approval of this zone change request presumes the successful annexation of the subject property as being processed under (Case# FS18-315). Should said annexation request fail, the zoning of the property granted under the subject property approval is null and void.

Base zoning RL-5 allows up to 5 dwelling units per acre (DU/Ac); however, through the PUD Overlay, the subject property proposes not more than 62 dwelling units over approximately 20 acres for a maximum gross density of 3.1 DU/Ac. With a cap on density, the applicant believes the development standards associated with the RL-5 zoning district are more in line with those of the adjacent PAD's to the subject property, with certain deviations as articulated in **Table A** of the Saddlehorn Ranch Narrative.

Saddlehorn Ranch Development Concept Plan shown on **Exhibit D** shows the lot sizes located along the north side of the subject property to be a minimum lot size of 70' x 130' (9,100 sq. ft.) plus an open space area width with a pedestrian trail and connections to adjacent properties. The trail along the northern boundary of the development shall provide a public access easement to provide public access to the northern trail. The standard minimum lot size will be 60' x 120' (7,200 sq. ft.).

The SUDC requires that not less than 20% of the "Net Residential Acreage" be set aside as open space. The Net Residential Acreage is calculated by the total amount of land taken up by the individual lots ("Lot Area") combined with the total Open Space. This development will provide 21.6% (3 acres) of open space, which exceeds the requirement set forth in the SUDC.

Open Space	130,680 SF	3.000 Acres
Net Residential Acreage = Lot Area + Open Space	605,580 SF	13.579 Acres
Open Space as % of NRA	21.60%	

The primary amenity area will follow SUDC 122-137(o) including a Ramada, seating areas, tot lot, with a turf area providing play opportunities for all ages and shaded seating areas. The landscaping plan will develop pedestrian connections to adjacent land and use the same landscaping quantity, quality, and materials as used for adjacent PAD's. In addition to the primary amenity, interconnecting pedestrian trails within Saddlehorn Ranch, noted on **Exhibit D**, the pedestrian trails will connect directly with Rancho Mercado PAD Parcel A22 and Tierra Verde East PAD Parcel 4 perimeter trail systems.

Development Standards:

It is the intent of Saddlehorn Ranch to amend the RL-5 Residential Zoning District Development Standards as follows:

The front garage setback as described in RL-5 Development Standards shown Table A will be increased to 21' as measured from back-of-sidewalk to face of garage door as opposed to 15'.

The lots backing to the north property line shall be a minimum 70' wide and a minimum 9,000 sq. ft. The lots along the northern boundary of the Saddlehorn Ranch development will be limited to single-story homes.

Additional Saddlehorn Ranch RL-5 PUD Overlay Development Standards with Footnotes are described in Table A.

Table A Residential Low Density RL-5 PUD Overlay Development Standards Comparison Table:

	RL-5 Residential Zoning District Development Standards	<u>Saddlehorn Ranch RL-5 PUD Proposed Development Standards</u> (1)
Minimum Width	60'	60' (5)
Minimum Lot Area (Per Unit)	7,200	7,200 (5)
Minimum Lot Depth	100'	100'
Front Setback (livable)	15'	12' (4)
Front Setback (Garage)	15'	21' (2) (4)
Side Setback	5'	5'
Aggregate Side	15'	15'
Rear	20'	20'
Street Side/Corner Lot	10'	10'
Maximum Building Height	30'	30' (3)

Footnotes:

- (1) The Front Garage setback means back-of-walk to face of garage door only if the garage is located in the front yard.
- (2) Garage front setbacks may be reduced to 12 feet for sided-loaded garage product.
- (3) A Lot that backs up to a side yard of an adjacent lot, within the subdivision, shall be limited to single story.
- (4) Front setbacks measured from back-of-walk.
- (5) The Development Standards for all lots that are adjacent to the north property line shall be changed to a minimum lot width of 70 feet and minimum lot depth of 120 feet.

The result of the Saddlehorn Ranch Zone Change with a PUD Overlay would be:

- Saddlehorn Ranch will be annexed into the City of Surprise.
- Saddlehorn Ranch will be in conformance with the adopted Surprise General Plan 2035 as noted below.
- The development of Saddlehorn Ranch will occur in a manner that is consistent with the surrounding PAD's and share in City major infrastructure sustainable costs with other adjacent projects.
- The development will have seamlessly been integrated and aligned with adjacent zoning, open space, pedestrian trails, drainage tracts, roads, and, utilities with adjacent PAD's; Rancho Mercado PAD Parcel A22 and Tierra Verde East PAD Parcel 4, and adjacent single-family homes.
- Saddlehorn Ranch will provide an open space tract on the north side of the subject property for incidental drainage control and an open space transition to buffer between the subject property and the adjacent single-family homes.
- Unless specified in this Zoning Document, all development shall comply with the development standards and design guidelines set in the Surprise Municipal Code at the time of development.

Conformance with the adopted Surprise General Plan 2035:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Land Use Character Area, which in a Suburban Neighborhood supports residential development of 2 to 8 DU/Acre, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 3.1 DU/Ac, the project is consistent with the General Plan in this regard. The General plan seeks appropriate buffers and transitions between the various Character Areas. To meet this guideline, the lots along the north side of the subject property will be a minimum of 9,000 sq. ft. and an open space corridor with pedestrian trails will extend along the north side of the subject property, connecting to the open space planned for Rancho Mercado Parcels A22, and A23, Tierra Verde East PAD Parcel 4, and Bonita Ranch PUD.

Ingress/Egress/Access:

The ingress/egress access to Saddlehorn Ranch will be:

1. North on 151st Avenue from Happy Valley Road to Saddlehorn Ranch.
2. The southeast corner of Saddlehorn Ranch adjacent to Tierra Verde East PAD Parcel 4 and Rancho Mercado PAD Parcels A22.

The City Council approved a Preliminary Plat for Rancho Mercado Unit 1. Neither Tierra Verde East PAD Parcel 4 nor Bonita Ranch PUD were included in the Rancho Mercado Unit 1 Preliminary Plat; therefore, the surrounding lotting (except for Rancho Mercado Parcel A22) has not been established.

While the lotting of Tierra Verde East PAD Parcel 4 was not contemplated with the Rancho Mercado Unit 1 Preliminary Plat, provisions have been always made to accommodate future access to Tierra Verde East PAD Parcel 4 via W. Bronco Lane. Applicant is in discussion with the owners of Rancho Mercado Parcel A22 and Tierra Verde East PAD Parcel 4 regarding the lotting arrangement as expressed in **Exhibit D**. While this arrangement may change between the time of the current zone change and the ultimate development of these parcels, applicant is comfortable with the lotting as proposed. It is envisioned that Saddlehorn Ranch will develop concurrently with or subsequent with Tierra Verde East PAD Parcel 4 and Rancho Mercado Parcel A22.

Transportation/Traffic and Utilities

- Upon development of Saddlehorn Ranch, all necessary utilities for Saddlehorn Ranch will be extended from adjacent Rancho Mercado Parcel A23 and Tierra Verde East PAD Parcel 4.
- Saddlehorn Ranch is working with other projects in this area to develop the water and water resources necessary to service this project.
- Saddlehorn Ranch will purchase sewer capacity pursuant to SPA 2 Water Reclamation Facility Capacity Allocation Agreement.
- Onsite public streets shall be constructed to meet City standards widths and cross sections at the time of construction.
- 151st Avenue right of way. Saddlehorn Ranch shall dedicate to the City of Surprise a half street width of the current standard width of a Collector street along the entire project at Final Plat recording.
- When Saddlehorn Ranch is developed, the adjacent half street improvements on 151st Avenue shall be constructed by the developer subject to City of Surprise and Maricopa County Flood Control requirements.



Exhibit A Existing Zoning Map

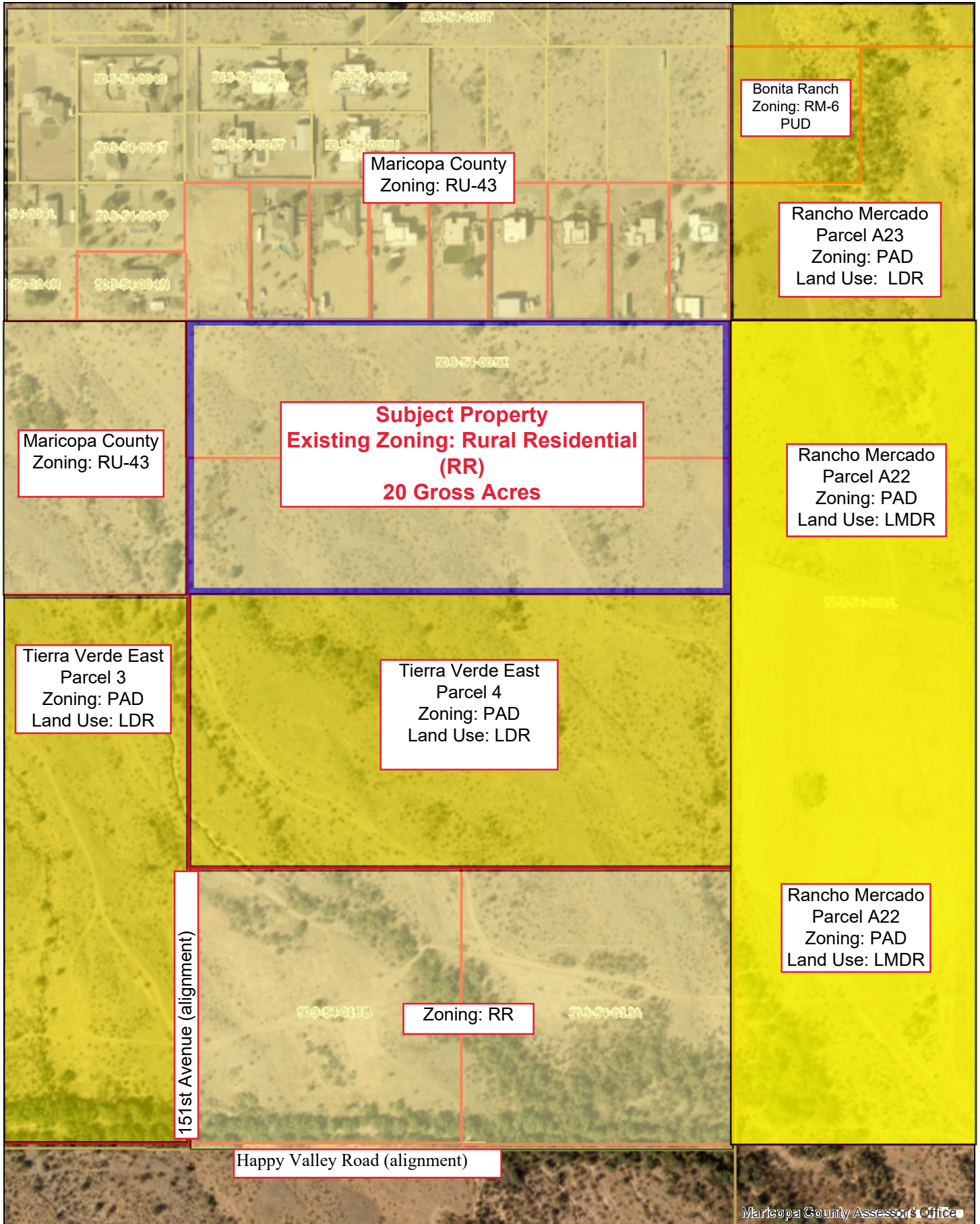




Exhibit B Proposed Zoning Map

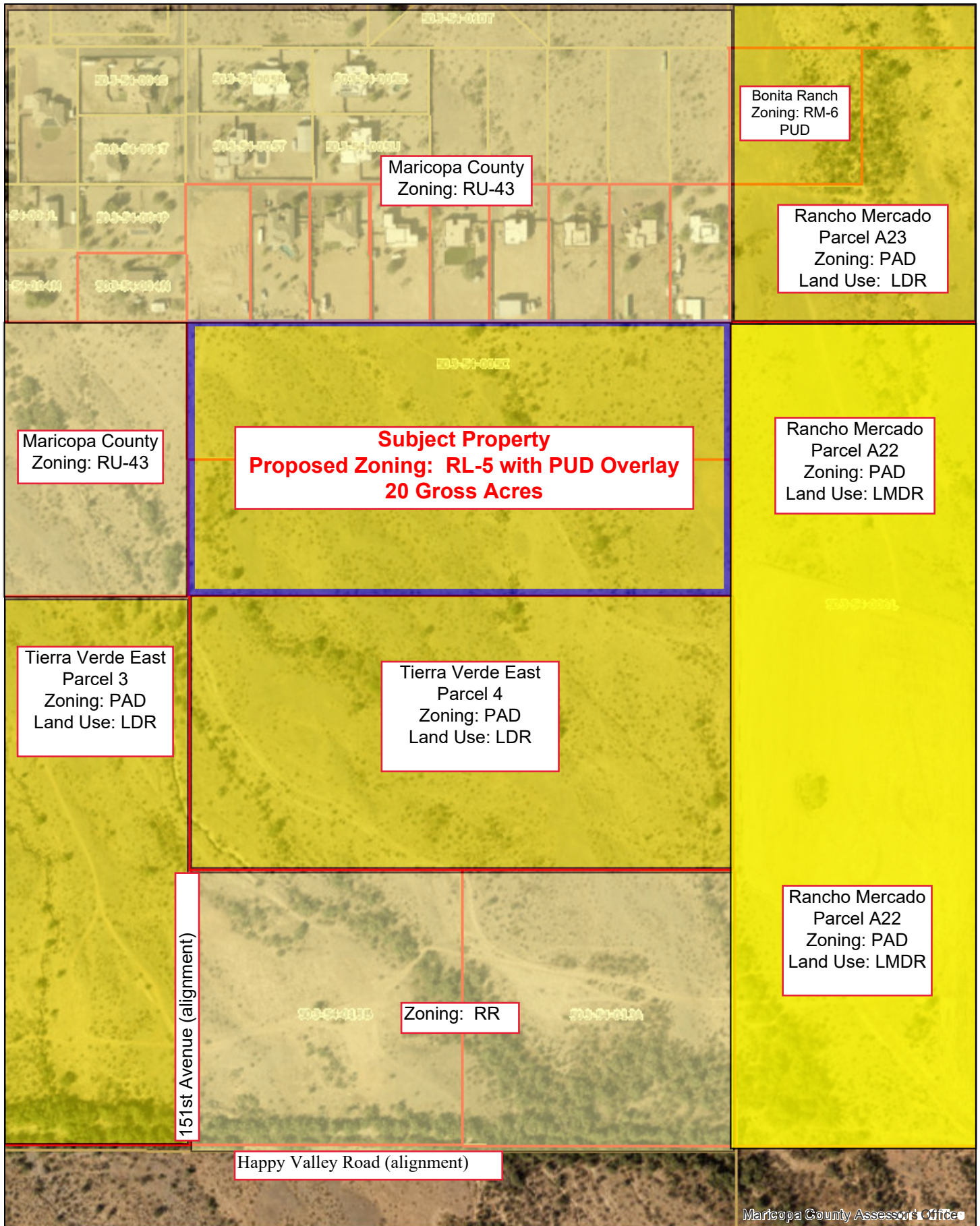


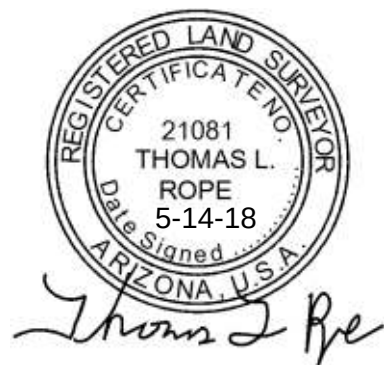
Exhibit C, Page 1

LEGAL DESCRIPTION

The portion of the South half Northwest quarter of the Southeast quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described by metes and bounds as follows:

Commencing at the South quarter corner of said Section 55, from whence the Southeast corner of Section 5 bears South 89° 37' 05" East (Basis of Bearings) a distance of 2627.00 feet;
Thence North 00° 02' 07" East along the North-South mid-section line of Section 5 a distance of 1321.13 feet to the **POINT OF BEGINNING**;
Thence continuing North 00° 02' 07" East along said mid-section line a distance of 660.57 feet;
Thence South 89° 40' 19" East a distance of 1310.83 feet;
Thence South 00° 02' 31" East a distance of 660.98 feet;
Thence North 89° 39' 14" West a distance of 1311.72 feet to the **POINT OF BEGINNING**.

Containing 866,441 sq. ft. or 19.8907 acres



Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Expires 3-31-2019

Job No. 16017

Parcel Map Check Report

Prepared by:

Thomas Rope, RLS

Land Survey Services, PLC

3160 N. 302nd Lane

Date: 5/14/2018 9:24:24 AM

Parcel Name: 20 ACRES

Description: S1/2, NW1/4, SE1/4 SEC 5. T4N, R1W

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 988,075.8730'

East: 557,278.7580'

Segment# 1: Line

Course: N0°02'07"E

Length: 660.57'

North: 988,736.4429'

East: 557,279.1647'

Segment# 2: Line

Course: S89°40'19"E

Length: 1,310.83'

North: 988,728.9376'

East: 558,589.9732'

Segment# 3: Line

Course: S0°02'31"E

Length: 660.98'

North: 988,067.9577'

East: 558,590.4571'

Segment# 4: Line

Course: N89°39'14"W

Length: 1,311.72'

North: 988,075.8815'

East: 557,278.7611'

Perimeter: 3,944.10'

Area: 19.8904Acre

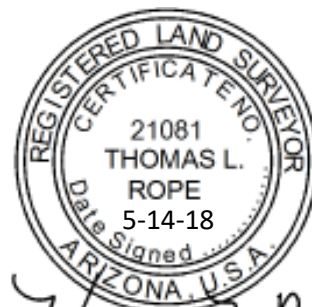
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Course: N19°44'30"E

Error North : 0.00850

East: 0.00305

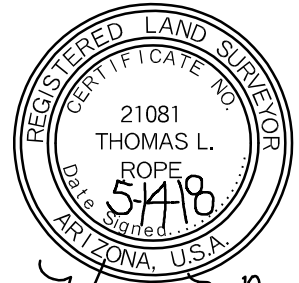
Precision 1: 438,233.33



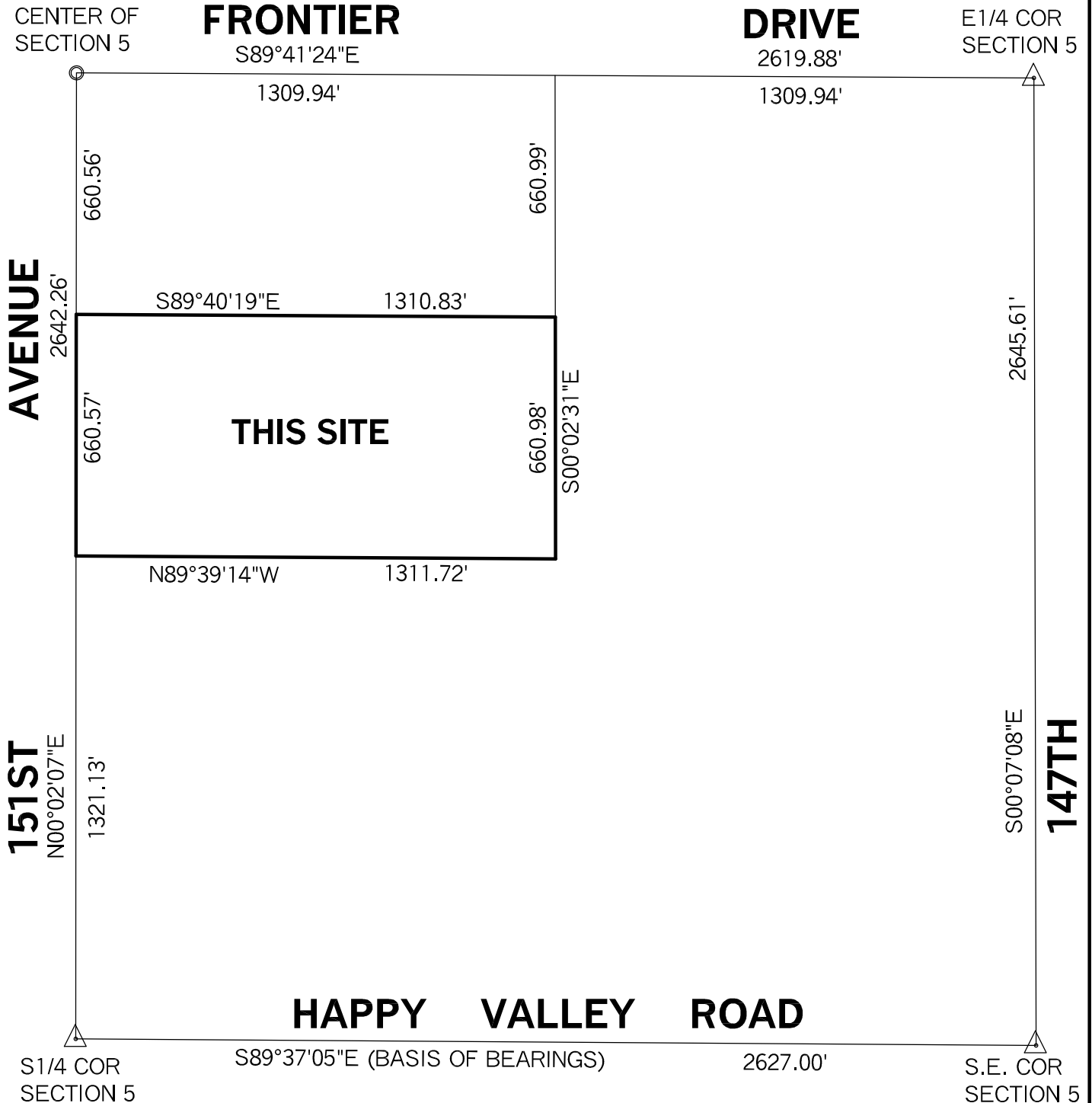
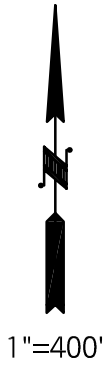
Expires 3/31/2019

Exhibit C, Page 3

A PORTION OF THE S.E. QUARTER SECTION 5,
T4N, R1W, G&SRBM, MARICOPA COUNTY AZ



Thomas L. Rope
Expires 3/31/2019



SADDLEHORN RANCH
CONCEPTUAL SUBDIVISION PLAN

Date	5/15/13
Scale	1"= 100'
Drawn	JVA
Job	
Sheet	
Of	Sheets

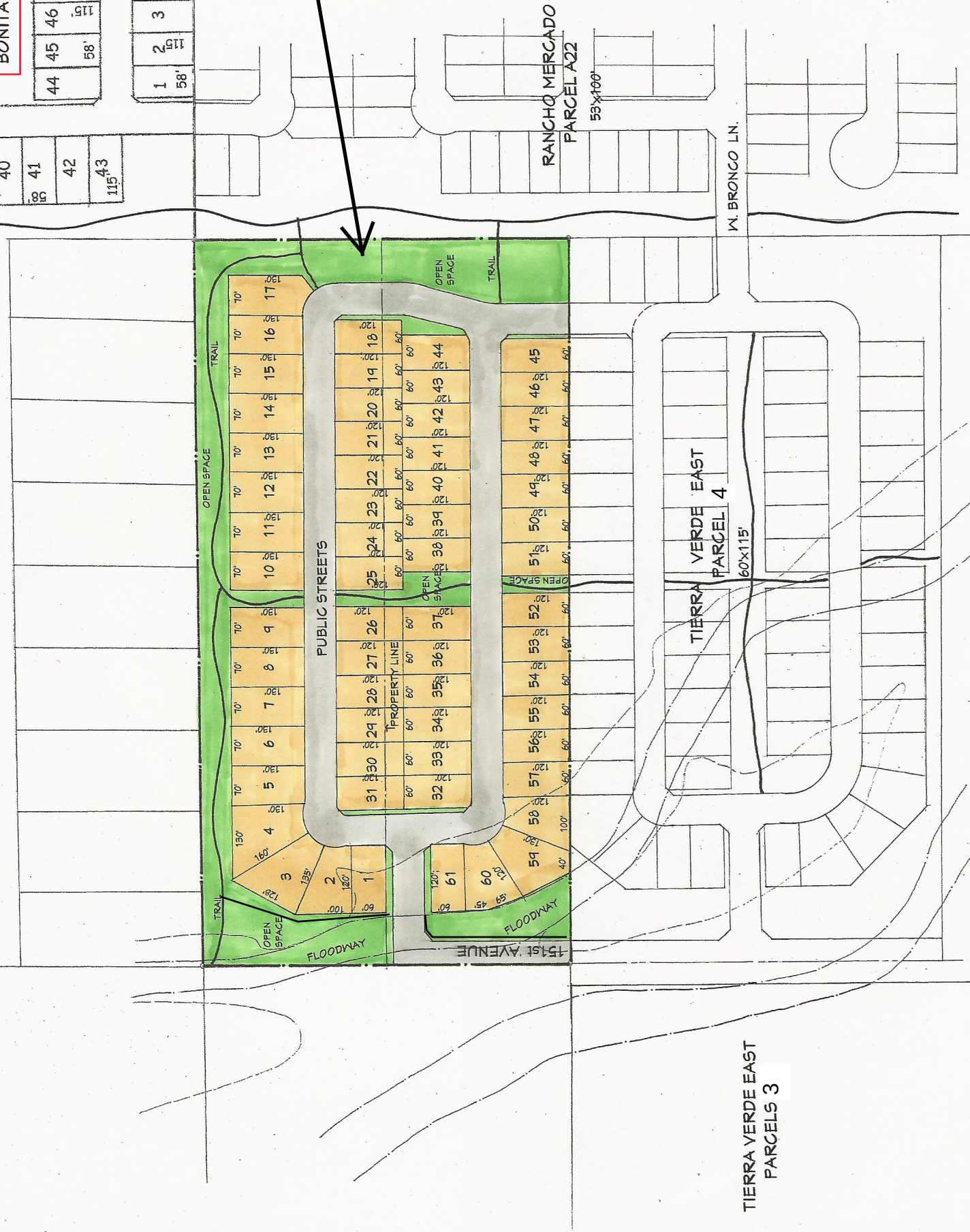
WALSH DESIGN GROUP
6106 E. ROSE CIRCLE DR.
PHOENIX, AZ 85018
(602) 619-7581
Landdoc@cox.net



Final Design will be approved at the Final Plat stage.

SADDLEHORN RANCH
CONCEPTUAL SUBDIVISION PLAN

35	34	33	32	31	30	29	28
115'							
37	69	68	67	66	65	64	63
	58'		115'			58'	
40	BONITA RANCH						
41	44	45	46	47	48	49	50
115'	58'		115'			58'	
42							
43	1	2	3	4	5	6	7
115'	58'						



REVISIONS	BY

Rancho Mercado

City of Surprise, Arizona

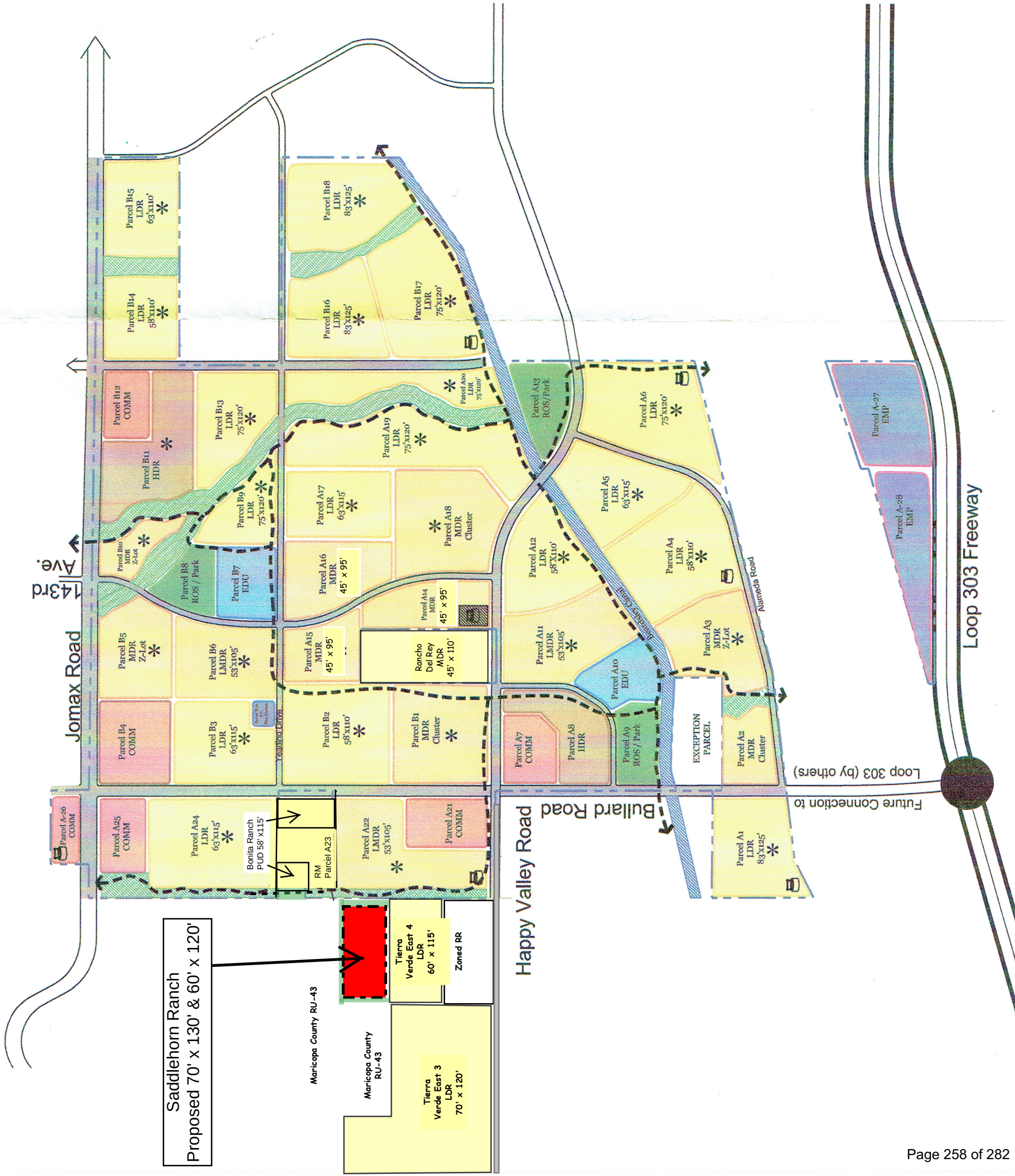
Planned Area Development

EXHIBIT E

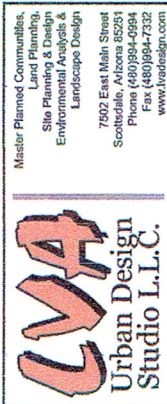
Saddlehorn Ranch (RL-5) PUD adjacent to Bonita Ranch PUD, Rancho Mercado PAD, and Tierra Verde East PAD Parcel 4.

LEGEND

- Low Density Residential (LDR) 2.0-5.0 du/ac
- Low Medium Density Residential (LMD) 4.0-6.0 du/ac
- Medium Density Residential (MDR) 5.0-10.0 du/ac
- High Density Residential (HDR) 15.0 + du/ac
- Community Commercial
- Commercial / Employment
- Educational/School
- Recreational Open Space
- Open Space/Wash Corridors
- Fire Station
- Proposed Future Loop 303 Interchange
- Neighborhood / Community Trail
- Property Boundary
- Proposed Mini Parks (Locations TBD at time of plat)
- Well Site
- Water Campus



Date: 06-26-06
Drawn By: MR
Revised: 02-23-07





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

29 June 2018

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

Ms. Caresse Schweitzer
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS18-315 & 316; Saddlehorn Ranch

Dear Ms. Schweitzer

Thank you for the opportunity to provide comments on the Annexation and Rezone Applications for Saddlehorn Ranch. The site is located on 19.89 acres at the northeast corner of 151st Avenue and Saddlehorn Road in Surprise AZ. There are two requests on this project, one is the annexation of the 19.89 acres from Maricopa County into the City of Surprise. The second request is to rezone the site from Rural Ranch (RR) to Low Medium Density (RL-5) with a Planned Area of Development (PAD)

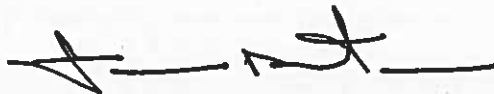
The PAD is a proposed subdivision with not more than 62 dwellings units (du) with a density of 3.1 du/acre. The site is located approximately 4.9 miles outside the Luke AFB Auxiliary Field #1 2004 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461, and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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. The density of 3.1 du/acre meets these guidelines.

These requests, as stated in the applications, will not negatively impact the flying operations at Luke AFB. Since Saddlehorn Ranch will be located inside the "territory in the vicinity of a military airport" it 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, Ms. Barbara Plante at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read 'J. Mitchell', with a long horizontal line extending to the right.

JAMES R. MITCHELL

cc:

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

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

From: [Stacie McKenzie](#)
To: [Caresse Schweitzer](#)
Cc: [Vanessa Nunez](#)
Subject: FS18-316 SADDLEHORN RANCH REZONE ELECTRONIC SUBMITTAL
Date: Monday, June 25, 2018 7:05:57 AM
Attachments: [image001.jpg](#)

Good Morning Caresse,

After review, ADOT Right of Way, has no new comments for the use proposed for this location. ADOT Right of Way has no concerns with the proposed use, and is neither an opponent or a proponent to the project. The location of the project is approximately 2.5 miles from the Highway 60, therefore, it is not necessary for ADOT Right of Way to comment since it is more than ¼ mile away. ADOT Traffic Engineering may offer additional comments, independent of my review. We appreciate receiving the notice, and the opportunity to review and comment. Please let us know if there are any other questions or concerns.

Thank you

Kindly,

Stacie McKenzie
Consultant Project Coordinator

Department of Transportation
205 S. 17th Ave. MD: 612E
Phoenix, AZ 85007
602-712-7167

WWW.AZDOT.GOV



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From: [Debbie Trasancos](#)
To: [Caresse Schweitzer](#)
Cc: [Chris Cain](#); [Leslie Jarrell](#)
Subject: RE: FS18-316 SADDLEHORN RANCH REZONE ELECTRONIC SUBMITTAL
Date: Wednesday, June 20, 2018 10:35:41 AM

Caresse,

Thank you for providing the electronic submittal for Saddlehorn Ranch Rezone (FS18-316). Maricopa Water District (MWD) has reviewed this submittal and determined this lies outside the current boundaries of MWD therefore, does not impact MWD.

Thanks again,

Debbie Trasancos

Maricopa Water District
Property & Contracts Specialist
14825 W. Grand Avenue
Surprise, AZ 85374
Ph 623/546/8266
Fax 623/584-2536
debbiet@mwdaz.com

From: Caresse Schweitzer

Sent: Wednesday, June 20, 2018 9:52 AM

To: Angie - Nadaburg ; Barbara Plante - Luke ; Ben - Nadaburg ; Brad Finke - EPCOR ; Bryce Christo (bchristo@cityofelmirage.org) ; Chris Cain ; Christina Betz ; Daniel Trujillo ; Debbie Trasancos ; Denise Lacey ; Don Romero - USPS ; Donna Miller ; Douglas Kirkland - Epcor ; Ernest (USPS) ; Greg Welch ; Ibeth - USPS ; Jack Eaton ; Jorge Gastelum - El Mirage ; Judy Lopez - Beardsley Water Company ; Kerre - Nadaburg ; Kevin Shipman ; Leslie Jarrell ; Mark Frago ; Mary Orta - Surprise Chamber ; Peter Hughes - FCDX ; Project Coordinator ; Raoul Sada - Surprise Chamber ; Richard Hammitt ; Rick Stephen ; Sandy Simmons ; Vern Wolfley - MAG ; Victor.Schaum ; Yvonne Aguirre

Subject: FS18-316 SADDLEHORN RANCH REZONE ELECTRONIC SUBMITTAL

Good morning,

Attached please find the submittal documents for the above referenced project. Please do not hesitate to contact me if you have any questions or need further clarification.

Thank you,

Caresse L. Schweitzer
Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374
www.surpriseaz.gov
623.222.3099 T
623.222.3001 F

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

KAX, LLC

SADDLEHORN RANCH

City of Surprise Annexation Case# 18-315

City of Surprise Zone Change Case# 18-316

Neighborhood Meeting Minutes

November 8, 2018 6:00pm-7:00pm

Applicant Attendees:

Kent A. Xander (KAX)

City Representatives:

Roland Winter Jr., Council Person

Lloyd Abrams, Long Range Planning Manager

Sergio Angulo, City of Surprise Planner

Meeting Summary:

On Thursday, November 8, 2018, a neighborhood meeting was held at Sundown Mountain School – 23251 N. 166th Drive, Surprise, AZ to discuss a proposed annexation and a rezone from Residential Ranch (RR) to Low Density Residential (RL-5) regarding 20 gross acres.

The 20-acre vacant land site is located at the NEC of Saddlehorn Road and 151st Avenue alignments ¼ mile north of Happy Valley Road.

Eight (8) neighbors attended the meeting (see attached sign-in sheet). Kent A. Xander led a formal discussion with the neighbors providing a review of the Annexation and Zone Change request, which is to rezone the property from Residential Ranch (RR) to Low Density Residential (RL-5).

A five (5) page pamphlet of an Aerial Map, 2 Surveys showing off-site easements, a Flood Map, and a site plan, were handled to each neighbor for overview and discussion.

Primary questions and comments expressed by the neighbors in attendance include the following:

Question: What is the timing of development?

Discussion: The land would need to go through the annexation and zoning process, which may take 4-6 months, then processing plans for approval, another 6 months. On-site grading may take place sometime in 2020-2021.

Question: What type of street lights will be constructed within Saddlehorn Ranch? Can a design eliminate some of the light.

Discussion: Applicant will proceed to work with City of Surprise to choose a streetlight design that curbs and/or eliminates streetlight pollution from Saddlehorn Ranch. The final decision will be based on City of Surprise approval of the street lights.

Question: What is the height of the proposed homes?

Discussion: The proposed homes will be 1 and 2 story. During our meeting, the neighbors talked about 2-story homes and requested with the Applicant about limiting the homes on the north side of the site to 1-story. The Applicant is supportive of this request and has suggested the following language to be included as a stipulation as follows:

“No two-story homes will be allowed on a lot within 165 feet from APN # 503-54005C, 10 gross acre north boundary line.”

Question: What size are the proposed lots for Saddlehorn Ranch?

Discussion: This annexation and rezoning request is to rezone land that adjacent on three (3) sides of Rancho Mercado PAD that will cohesively connect Saddlehorn Ranch to Rancho Mercado PAD. Saddlehorn Ranch lot sizes will be a minimum of 60 x 110' and 70' x 130'.

Question: Will Internet and other utilities be constructed be available to the homes on the one-acre lots north of Saddlehorn Ranch?

Discussion: Saddlehorn Ranch is solely reliant upon the development infrastructure of adjacent south proposed developments. Upon the development of Saddlehorn Ranch, Internet and other utilities will be placed in the right-of-way adjacent to the street system. Adjacent property owners next to Saddlehorn Ranch will need to coordinate utility connections at Saddlehorn Ranch property line with utility providers.

Question: How will the offsite drainage coming onto the north side of Saddlehorn Ranch be designed so the future development of the land on the north of Saddlebag Ranch will not have to build up the building pads?

Discussion: Saddlehorn Ranch Engineer will work with Maricopa County Flood Control and City of Surprise engineering department to design the offsite drainage that comes onto and then exits Saddlehorn Ranch based upon its historical flows, heights and locations.

Question: Where is the domestic water being developed for Saddlehorn Ranch?

Discussion: Saddlehorn Ranch domestic water is solely reliant upon the development of Rancho Mercado PAD water system. Rancho Mercado is building a Water Campus on the North side of Happy Valley Road just east of the 144th Avenue alignment approved by City of Surprise and Arizona Department of Water Resources. The Water Campus will connect with Desert Oasis Water Campus via a 16" water line in Happy Valley Road. Another well will be developed southeast of the Water Campus in Rancho Mercado PAD for future area development.

Question: When will Happy Valley Road be constructed?

Discussion: The future Happy Valley Road development is reliant upon the development timing of Rancho Mercado PAD and the final connection of Happy Valley Road from 163rd Avenue to City of Peoria City limits would not be built until William Lyon Home's acquires road right-of-way from the remaining six (6) property owners on the south side of Happy Valley Road from 155th Avenue alignment to 163rd Avenue.

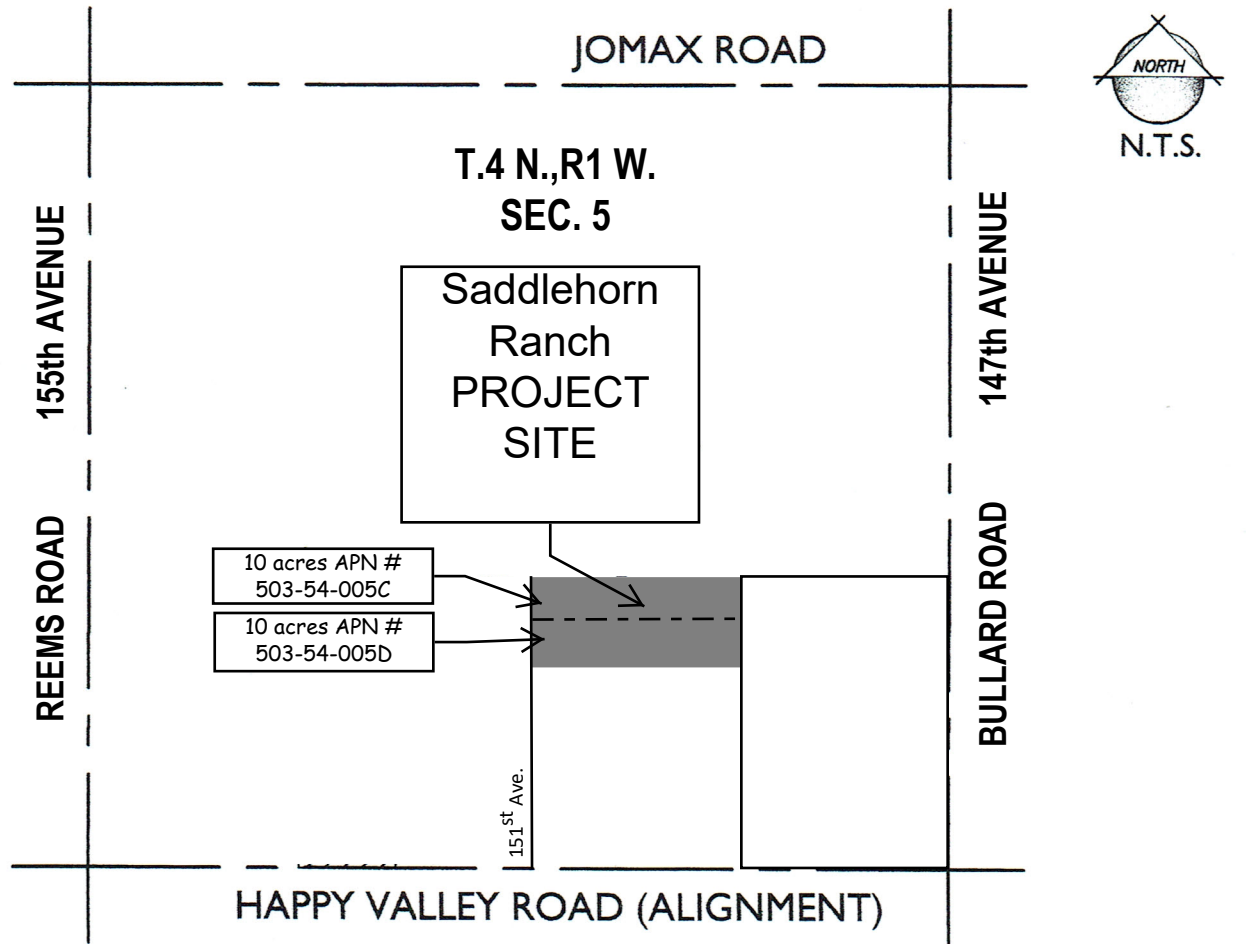
Question: What is the public access to pedestrian trail system for adjacent planned projects?

Discussion: After Saddlehorn Ranch north pedestrian trail system is developed, the public will have pedestrian access to the north side trial system (adjacent to the 1-acre existing homes) of Saddlehorn Ranch.

Conclusion:

The foregoing summarizes points of discussion and comments expressed at this meeting. If there are any issues not recorded, or any discrepancies noted, please contact Kent A. Xander by telephone at 602-499-9305, or email at kxander@kaxgroup.com. We thank you for giving up a portion of your evening and meeting with us.

VICINITY MAP



Neighborhood Meeting Attendance Sheet - Saddlehorn Ranch - FS18-315 and FS18-316

DATE: Thursday, November 8, 2018

Time: 6:00PM-7:00PM

Location: Sundown Mountain School - 23251 N. 166th Drive, Surprise, AZ 85387

Name	Address	Email
1. Paul Delaware	14907 W. EL Cortez PL	Delaware@Q.com
2. Roland Winters	18261 N. Waverly Dr	Roland.Winters@Aurora-Go
3. Kevin & Myrica Underwood	1498 W. El Cortez Pl	Kevinva@cox.net
4. LANE & COLI STEEBER	15015 W. EL CORTEZ PLACE	CLSteeb1@gmail.com
5.		
6.		
7.		
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14.		

Neighborhood Meeting Attendance Sheet - Saddlehorn Ranch - FS18-315 and FS18-316

DATE: Thursday, November 8, 2018

Time: 6:00PM-7:00PM

Location: Sundown Mountain School – 23251 N. 166th Drive, Surprise, AZ 85387

Name	Address	Email
1. ALAN BRADEN	14913 W BL CORTZ PL	EL1701T@HOTMAIL.COM
2. GALE WYMAN	25608 N 151 st AVE Surprise AZ	befgw23@yahoo.com
3. LANE		
4.		
5.		
6.		
7.		
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14.		

ORDINANCE 2019-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE OF APPROXIMATELY 20 ACRES FROM RESIDENTIAL RANCH (RR) TO RESIDENTIAL LOW DENSITY (RL-5) WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR SADDLEHORN RANCH, GENERALLY LOCATED NORTH OF THE HAPPY VALLEY ROAD ALIGNMENT AND THE 151ST AVENUE ALIGNMENT.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is generally located north of the Happy Valley Road alignment and the 151st Avenue alignment;

WHEREAS, the Annexation Ordinance annexing the subject site was approved and adopted by the Mayor and City Council on April 2, 2019;

WHEREAS, the annexation of the subject site to the City of Surprise becomes effective on May 2, 2019;

WHEREAS, the subject site is currently zoned as Residential Ranch (RR) under the Surprise Unified Development Code;

WHEREAS, the subject site is being rezoned as Residential Low Density (RL-5) with a Planned Unit Development (PUD) Overlay;

WHEREAS, the rezone with PUD overlay district is authorized by and satisfies the requirements of Surprise Municipal Code §122-68;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, this rezone with PUD overlay is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on March 7, 2019, the Planning and Zoning Commission recommended approval of the Saddlehorn Ranch rezone with PUD overlay.

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

Section 1. *Rezoning with PUD overlay.* The parcel legally described on Exhibit A and depicted on Exhibit B, known as Saddlehorn Ranch, is rezoned from Residential Ranch (RR) to Residential Low Density (RL-5) with a PUD Overlay subject to the following stipulations.

- A. The proposed Zone Change is dependent on approval of the Annexation of the subject property, case FS18-315. Should said Annexation be denied by the Mayor and City Council, this Zone Change shall be null and void.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This ordinance is not of a general nature and will not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____ 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

LEGAL DESCRIPTION

The portion of the South half Northwest quarter of the Southeast quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described by metes and bounds as follows:

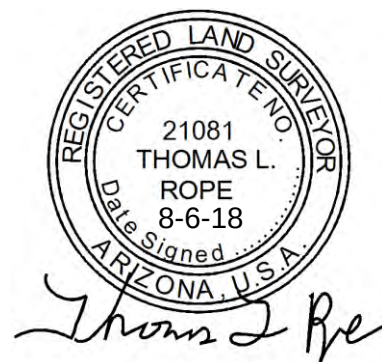
Commencing at the South quarter corner of said Section 5, from whence the Southeast corner of Section 5 bears South 89° 37' 05" East (Basis of Bearings) a distance of 2627.00 feet; Thence North 00° 02' 07" East along the North-South mid-section line of Section 5 and along the westerly line of that Parcel annexed by the City of Surprise per Ordinance 07-47 as recorded in Document No. 2007-1218674, Official Records, a distance of 1321.13 feet to the **POINT OF BEGINNING**;

Thence continuing North 00° 02' 07" East along said mid-section line a distance of 660.57 feet; Thence South 89° 40' 19" East a distance of 1310.83 feet to the westerly line of said Parcel annexed by the City of Surprise;

Thence South 00° 02' 31" East along said westerly line a distance of 660.98 feet;

Thence North 89° 39' 14" West along the northerly line of said Parcel a distance of 1311.72 feet to the **POINT OF BEGINNING**.

Containing 866,441 sq. ft. or 19.8907 acres



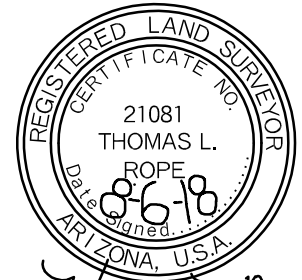
Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Expires 3-31-2019

Job No. 16017

Exhibit B

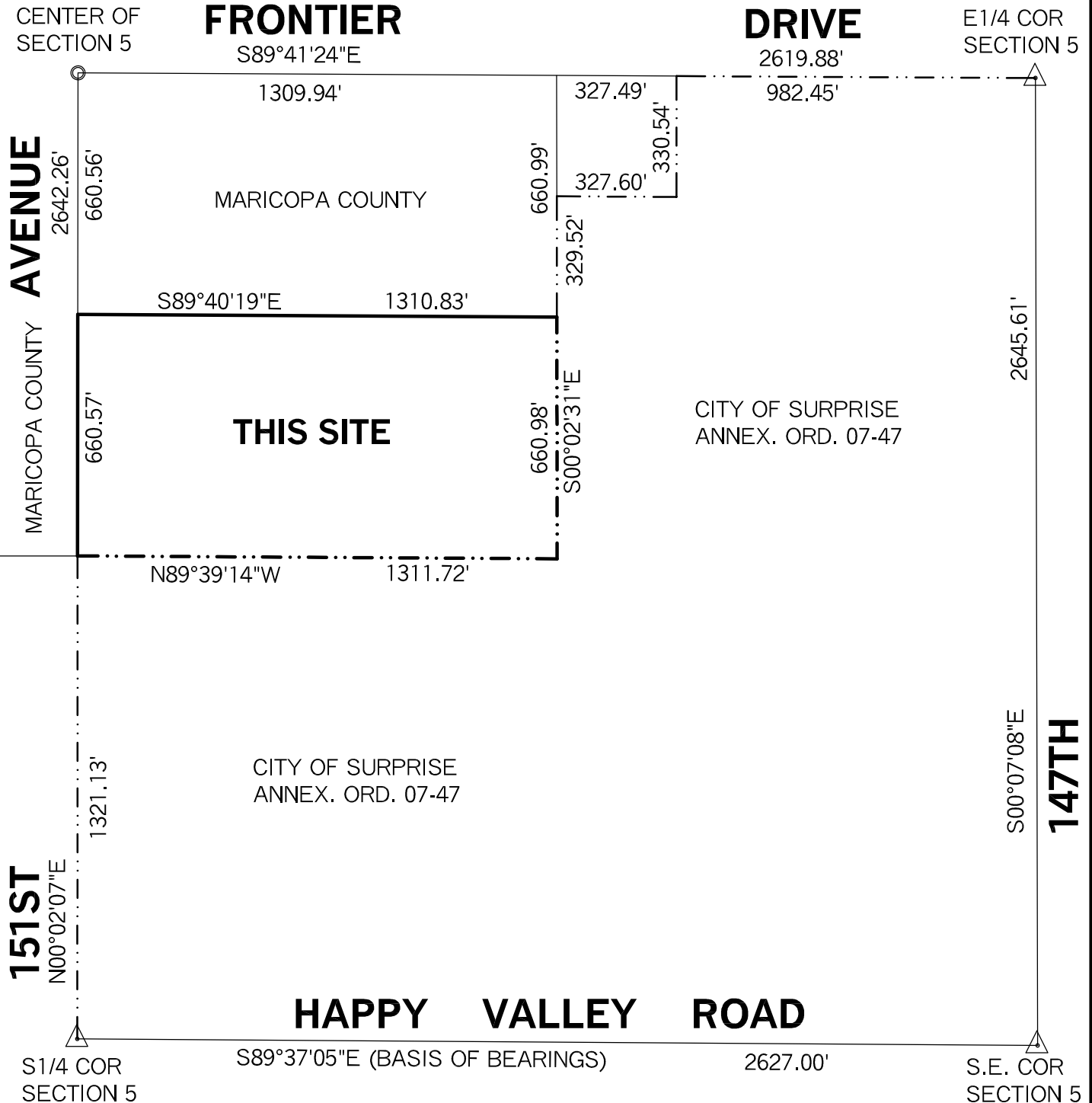
A PORTION OF THE S.E. QUARTER SECTION 5,
T4N, R1W, G&SRBM, MARICOPA COUNTY AZ



Expires 3/31/2019

1"=400'

----- LIMITS OF ANNEXATION PARCEL
ORD. 07-47, DOC #2007-1218674



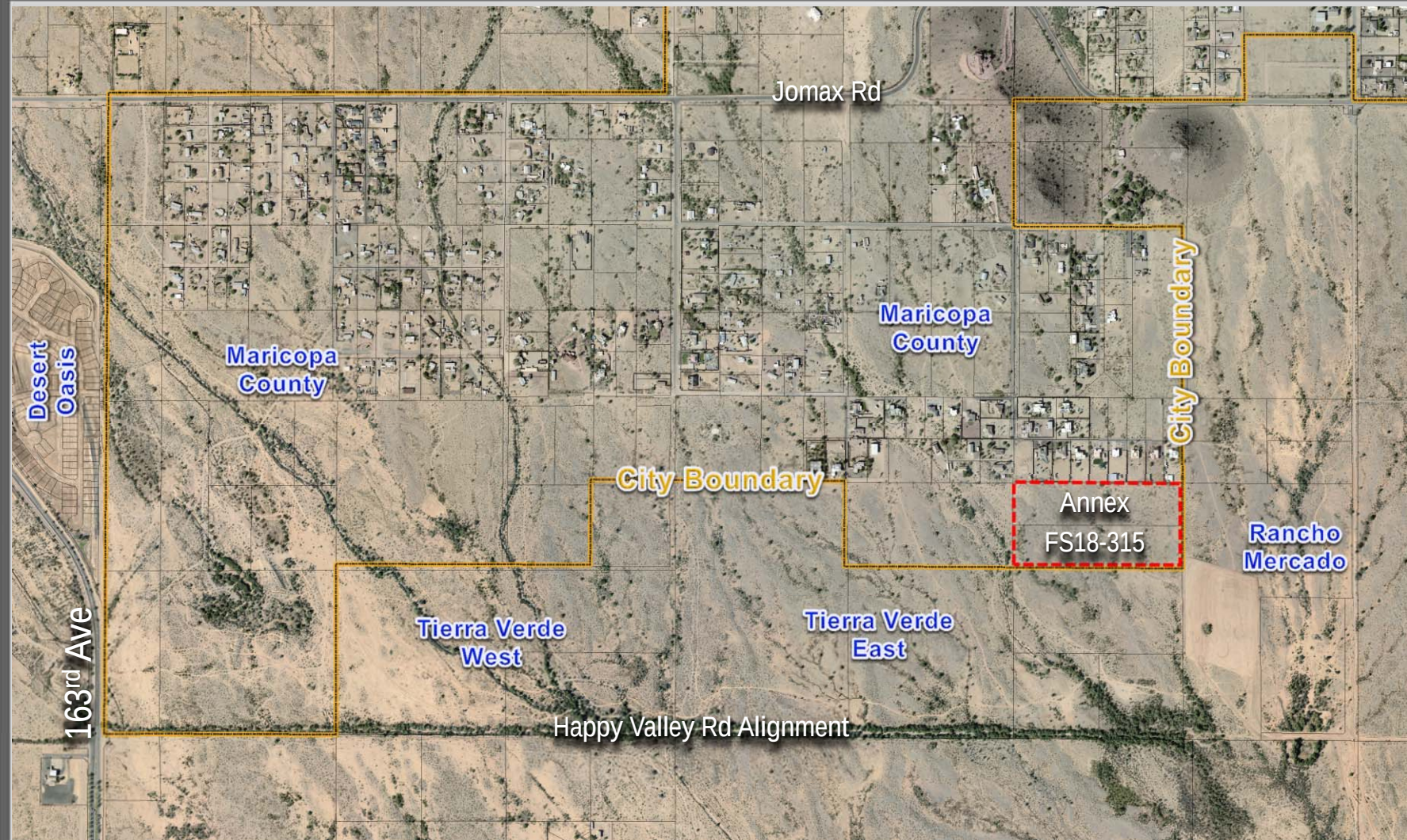


Saddlehorn Ranch Rezone

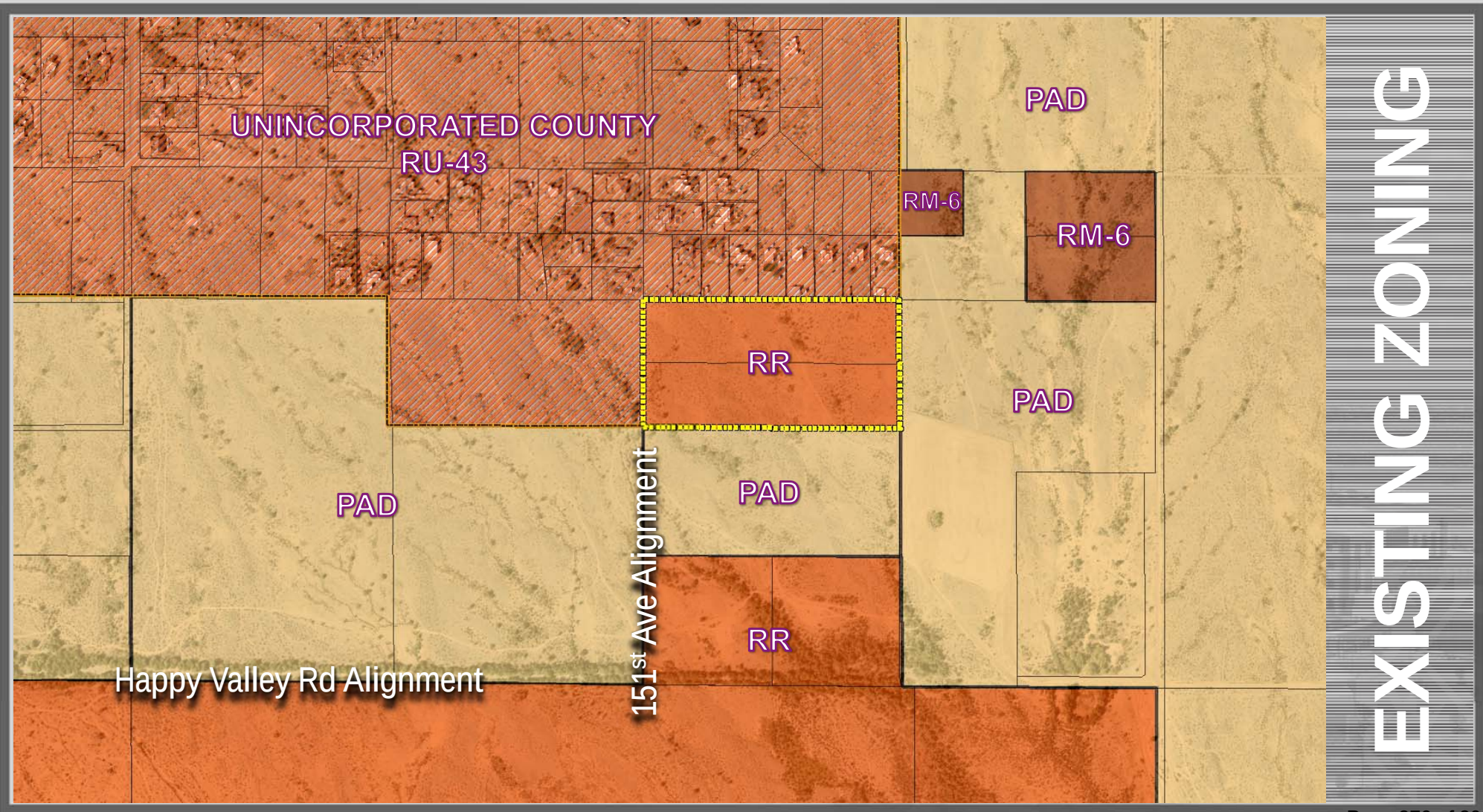
City Council
April 2, 2019

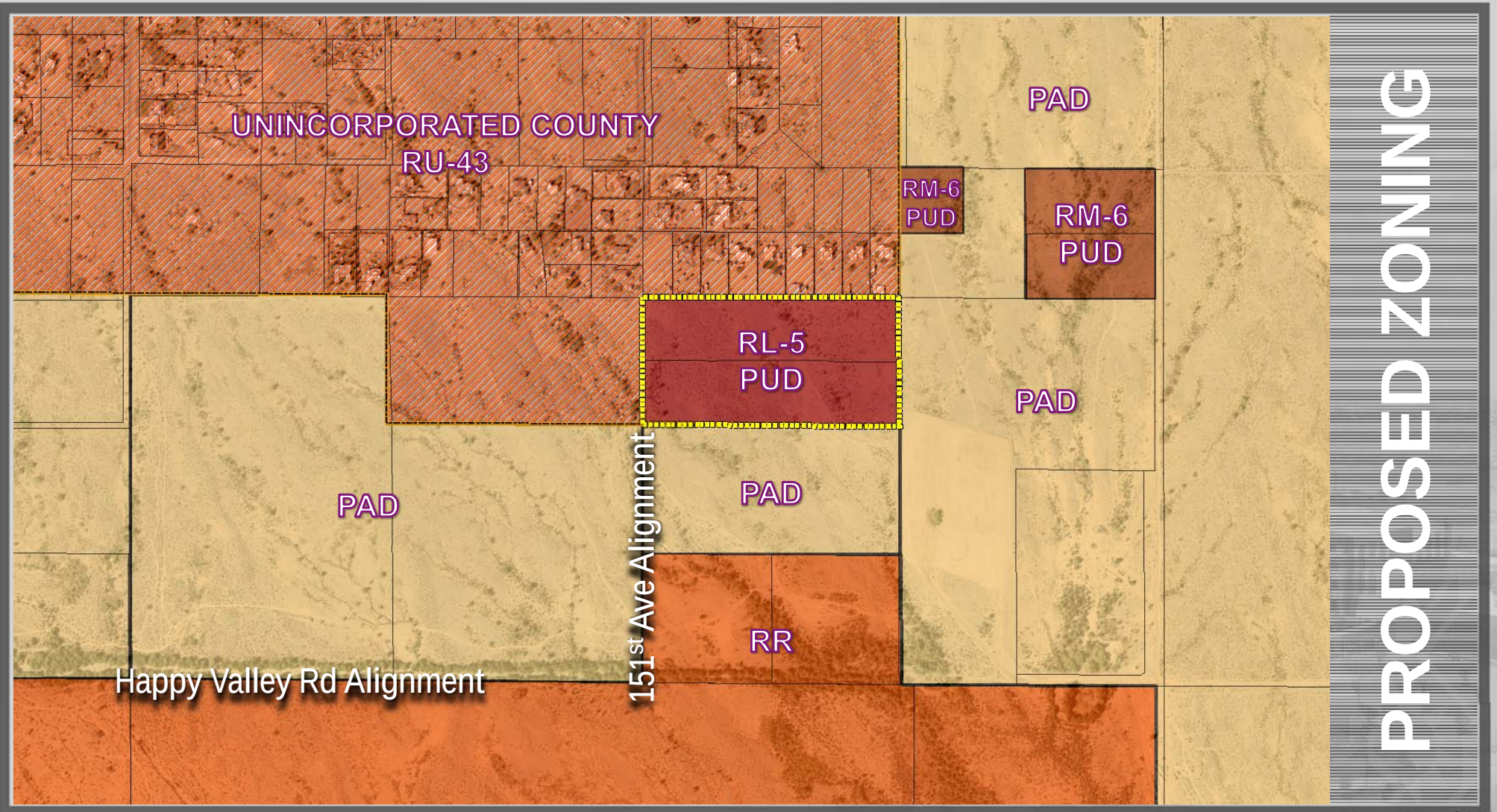


VICINITY MAP



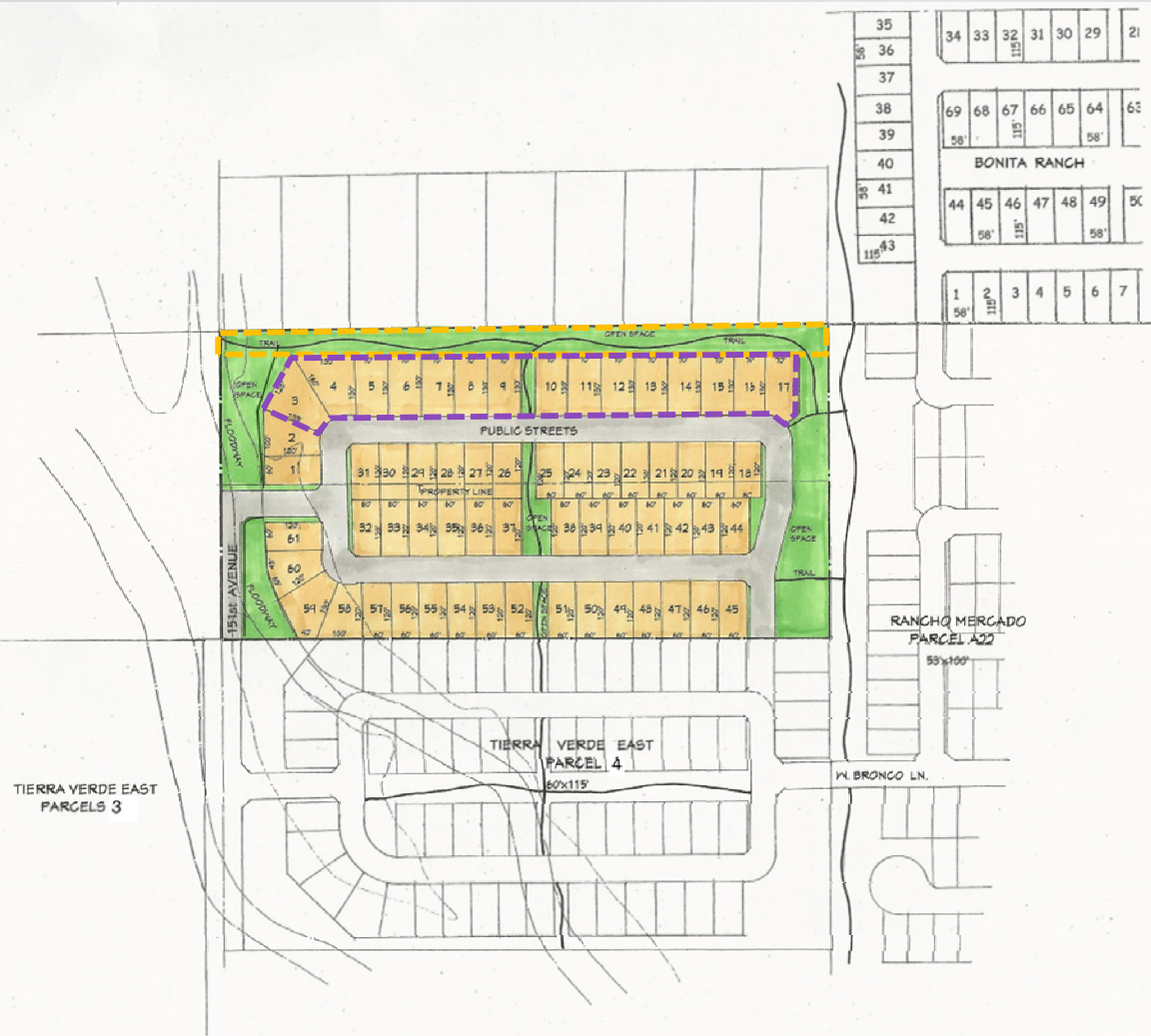
ANNEXATION





PROPOSED ZONING

	Existing Development Standards	Proposed Development Standards
Min. Lot Area	7,200 sq. ft.	7,200 sq. ft.
Min. Lot Width	60'	60' (70' Lots Along Northern Boundary)
Min. Lot Depth	100'	100'
Front Setback (Garage)	15'	21'
Front Setback (Livable/Side Loaded Garage)	15'	12'
Side Setback	5' (15' aggregate)	5' (15' aggregate)
Street Side Setback	10'	10'
Rear Setback	20'	20'
Building Height	30'	30' (Single Story Along Northern Boundary)
Max. Density	5 DU/Acre	3.1 DU/Acre (G.P. 2-8 DU/Ac in Suburban Neighborhood)



- Open Space Buffer
- 70' Wide Lots
- Single Story Homes
- Public Access to Trails
- Trail Connection to Adjacent Developments

CONCEPTUAL DEVELOPMENT PLAN



Neighborhood Outreach

November 8, 2018

Concerns

Flooding

Buffer from existing acre lots

Light Pollution





RECOMMENDATION

On March 7, 2019 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS18-316, subject to stipulation A.



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You