CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, June 21, 2022 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

1.		Consideration and action to approve the following Board/Commission appointments as recommended by the Nominations Committee: **Tatiana Young** for the Audit Committee for a 2 year term with expiration date June 30, 2024; **Jose M. Valles** (State Bar recommended) for the Judicial Selection Advisory Commission with a term expiration of June 30, 2025; **Matthew Parker** for the Personnel Appeals Board to fill the remainder of a term with a term expiration of June 30, 2024; **Anthony Robinson** for the Parks and Recreation Commission to fill the remainder of a term with term expiration June 30, 2025 and **David Kinnoin** for the Parks and Recreation Commission to fill the remainder of a term with term expiration of June 30, 2023 and **Kim Drayden** for the Public Safety Personnel Retirement System Board for a 4 year term with term expiration of June 30, 2026.	None Sherry Aguilar City Clerk
2.		Consideration action to approve the following reappointments all for 4 year terms: **Thomas Coniam** and **Candica Rachal** for the Health Benefits Trust Fund Board with term expirations of June 30, 2026; **Kymberlee Stutzman**, **Richard Jessen**, **Judge Todd Lang** (MC Bar Association recommended) and **Flynn Carey** (MC Br Associaiton recommended) with term expirations of June 30, 2026 and **Gwen Mendez** and **Julie Kent Partridge** for the Veterans, Disability and Human Services Commission with term expirations of June 30, 2026.	None Sherry Aguilar City Clerk
3.	Internal	Primary Election Update	None

Sherry Aguilar
City Clerk

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:

4.	Internal	Consideration and action to approve the Regular Work Session Minutes; Special Council Meeting Minutes and Regular Council Meeting minutes of June 7, 2022.	Sherry Aguilar City Clerk
5.	District 5	Consideration and action to approve a request by Jeffrey Craig Miller (Agent) for a Series 12 (Restaurant) liquor license for **Biscuits Cafe** located at 13752 W. Bell Road, Surprise, AZ. 85374.	None Sherry Aguilar City Clerk
6.	District 1	Consideration and action to approve a Series 9 (Liquor Store) liquor license request for **Fry's Food & Drug #678**, located at 16400 W. Pat Tillman Boulevard, Surprise, Arizona 85387.	Sherry Aguilar City Clerk
7.	District 5	Consideration and action pertaining to formal deaccession of the Dreamcatcher Park bench murals.	Danielle Osborne Human Svcs and Comm Vitality
8.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Enclave 1 & 2” and dated March, 30, 2022, a property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS22-0174.	Trever Fleetham Community Development
9.	Internal	Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for FY2022; Resolution #2022-54.	Andrea Davis Finance

10.	District 1	Consideration and action pertaining to the approval of the Final Plat entitled, “Replat of Lot 17, Beardsley Ranchitos #1” and dated January 3, 2022, a property generally located on the south side of Enoch Drive and west of 181st Drive and east of 183rd Avenue; Case FS21-694.	None Chris Sexton Community Development
11.	District 1	Consideration and action pertaining to approval of the Final Plat entitled “Can-Am Acres”, dated April 27, 2022, a property generally located approximately 1,000 feet south of Dynamite Road between 158th and 159th Road. Case FS21-852	None Chris Sexton Community Development
12.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Heritage Asante – Parcel 9 Phase 2” and dated March 2022, a property generally located west of 163rd Avenue and north of Grand Avenue; Case FS21-864.	None Chris Sexton Community Development
13.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Paloma Creek Phase 3” and dated April 26, 2022, a property generally located west of 155th Avenue, between Happy Valley Road and Jomax Road; Case FS21-842.	Trever Fleetham Community Development
14.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, “Fulton Homes at Prasada – Phase 1A” and dated April 27, 2022, a property generally located at the southwest corner of Waddell Road and Reems Road; Case FS21-414.	None Trever Fleetham Community Development
15.	District 4	Consideration and action pertaining to approval of the Final Plat entitled, “Habitat on Paradise Lane” and dated June 6, 2022, a property generally located south of Bell Road and west of El Mirage Road; Case FS21-680.	Trever Fleetham Community Development
16.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Ellen Ranch” and dated May 10, 2022, a property generally located at the northeast corner of Happy Valley Road and 163rd Avenue; Case FS22-0150.	Trever Fleetham Community Development
17.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, “Fulton Homes at Prasada – Phase 1B” and dated April 29, 2022, a property generally located at the southwest corner of Waddell Road and Reems Road; Case FS21-548.	None Trever Fleetham Community Development
18.	Internal	Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County for Community Action Program Services to change the title of the City of Surprise from "Subrecipient" to "Contractor," make corrections to Amendment Number 3, and to repeal Resolution #2022-43; Resolution #2022-62.	Seth Dyson Human Svcs and Comm Vitality
19.	Citywide	Consideration and action pertaining to approval of the Fourth Amendment to the Intergovernmental Agreement	None

		(IGA) between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2023 Transit Services; Resolution #2022-60.	Kristen Taylor Public Works
20.	Citywide	Consideration and action pertaining to approval of an Intergovernmental Agreement for Joint Use of facilities with Dysart Unified School District; Resolution #2022-65.	None Holly Osborn Parks and Recreation
21.	Internal	Consideration and action pertaining to approval of the Contract for Services between the City of Surprise and Area Agency on Aging, authorizing the City to accept grant funding in the amount of $90,000, and amending the Fiscal Year 2023 budget by moving budget authority of $90,000 within the grants fund; Resolution #2022-63.	Joe Gladieux Human Svcs and Comm Vitality
22.	Citywide	Consideration and action regarding the adoption of the City of Surprise 2022 Water Resource Master Plan Update; Resolution #2022-68.	None Michael Boule Water Resource Management
23.	Citywide	Consideration and action to designate the City of Surprise Sports and Tourism Department as the designated official Destination Marketing Organization (DMO) for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT); Resolution #2022-53.	None Kendra Pettis Sports and Tourism
24.	Citywide	Consideration and action pertaining to an Intergovernmental Agreement between Arizona Department of Public Safety and the City of Surprise for law enforcement services at the State Farm Stadium; Resolution #2022-66.	Randy Rody Police
	REGULAR AGENDA ITEM - PUBLIC HEARING:		
25.	District 1	Consideration and action pertaining to the rezoning of approximately 199.21 acres from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3), generally located west of 155th Avenue and north of Jomax Road; Ordinance #2022-12.	Trever Fleetham Community Development
26.	Citywide	Consideration and action pertaining to adoption of a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to amend the parking requirements for Warehouse/Distribution land use; Ordinance #2022-16.	Leslie Carnie Community Development
27.	District 1	Consideration and action pertaining to a rezoning of approximately 57.53 acres from Rural Residential (RR) to Residential High Density (R-3) generally located on the southwest corner of Happy Valley Road and 147th Avenue; Ordinance #2022-15.	Leslie Carnie Community Development
28.	District 1	Consideration and action regarding a PAD Amendment for the Surprise Farms South PAD, Parcels 19 and 20, generally located at the southeast corner of Bell and Citrus Roads; Ordinance #2022-14.	Chris Sexton Community Development
	REGULAR AGENDA ITEM - NON-PUBLIC HEARING:		

29.	Citywide	Consideration and action levying primary property taxes at a rate of $0.7591 per hundred dollars ($100) of assessed valuation and secondary property taxes at a rate of $0.3880 per one hundred dollars ($100) of assessed valuation for Fiscal Year 2023 within the City of Surprise; Resolution #2022-69.	None Andrea Davis Finance
30.	Citywide	Consideration and action levying an amount not to exceed the maximum rate of $1.20 per one-hundred dollars of assessed valuation for each Street Light Improvement District (SLID) within the City of Surprise during the Fiscal Year 2023; Resolution #2022-70.	None Andrea Davis Eric Boyles Finance
31.	Citywide	Consideration and action pertaining to the award of the Arts and Cultural Advisory Commission's Grant Program funding recommendation for Fiscal Year 2023.	Danielle Osborne Human Svcs and Comm Vitality
32.	Citywide	Consideration and action pertaining to the award of the Council Subcommittee on Community Outreach, Partnerships and Grants recommendation for the Surprise Community Outreach Program funding for Fiscal Year 2023.	Jodi Wittrock Human Svcs and Comm Vitality
33.	District 1	Consideration and action pertaining to approval of the Preliminary Plat entitled, “Windstone Ranch North” and dated March 9, 2022, a property generally located north of Happy Valley Road, west side of 151st Avenue; Case FS21-955.	None Chris Sexton Community Development
34.	District 3	Consideration and action pertaining to approval of the Infrastructure Improvement Repayment Agreement between the City of Surprise and C. J. SHELL, LLC.; Resolution #2022-51.	Lloyd Abrams Community Development
35.	District 1	Consideration and action pertaining to approval of the SPA 2 East Traffic Signal Development Agreement between the City of Surprise and Paloma Creek Water Coordinator, LLC.; Resolution #2022-58.	Lloyd Abrams Community Development
36.	District 3	Consideration and action to approve a Real Estate Purchase Agreement with Maricopa County Municipal Water Conservation District Number One for approximately 19 acres of property located near Perryville and Cactus Roads.	Lloyd Abrams Community Development

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Thursday, June 16, 2022 @ 12:40 p.m. & Amended on Friday, June 17, 2022 @ 11:42 a.m. Adding item #36.

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: June 21, 2022
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:
Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action to approve the following Board/Commission appointments as recommended by the Nominations Committee: **Tatiana Young** for the Audit Committee for a 2 year term with expiration date June 30, 2024; **Jose M. Valles** (State Bar recommended) for the Judicial Selection Advisory Commission with a term expiration of June 30, 2025; **Matthew Parker** for the Personnel Appeals Board to fill the remainder of a term with a term expiration of June 30, 2024; **Anthony Robinson** for the Parks and Recreation Commission to fill the remainder of a term with term expiration June 30, 2025 and **David Kinnoin** for the Parks and Recreation Commission to fill the remainder of a term with term expiration of June 30, 2023 and **Kim Drayden** for the Public Safety Personnel Retirement System Board for a 4 year term with term expiration of June 30, 2026.

Motion:

I move to approve the following Board/Commission appointments as recommended by the Nominations Committee: **Tatiana Young** for the Audit Committee for a 2 year term with expiration date June 30, 2024; **Jose M. Valles** (State Bar recommended) for the Judicial Selection Advisory Commission with a term expiration of June 30, 2025; **Matthew Parker** for the Personnel Appeals Board to fill the remainder of a term with a term expiration of June 30, 2024; **Anthony Robinson** for the Parks and Recreation Commission to fill the remainder of a term with term expiration June 30, 2025 and **David Kinnoin** for the Parks and Recreation Commission to fill the remainder of a term with term expiration of June 30, 2023 and **Kim Drayden** for the Public Safety Personnel Retirement System Board for a 4 year term with term expiration of June 30, 2026.

Background:

This requested action follows the Surprise Municipal Code for Boards/Commissions vacancy process.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. kinnoin_Redacted
2. parker_Redacted
3. drayden appl_Redacted
4. robinson_Redacted
5. valles_Redacted
6. young_Redacted
7. robinson_Redacted
8. valles_Redacted
9. young_Redacted

SURPRISE
ARIZONA

City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

(Per City Code, All applicants must reside in the City of Surprise)

Name: David Kinnoin

[redacted]

Year(s) you have resided in the City of Surprise? : 12 years

Board/Commission(s) you are applying for?

Recreation Advisory Board

Education: Bachelor of Arts : Elementary Education / Physical Education Emphasis in Coaching (Elem K-8) (Physical Ed K-12)

EMPLOYMENT BACKGROUND:

Present Employer/Position: Paradise Honors High School

Weight Training Teacher / Head Varsity Softball Coach

Previous Employer(s)/Position (Last 5 Years): Paradise Honors High School

Weight Training Teacher / Assist. Varsity Softball Coach

(Continued on Reverse Side)

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):
I have worked in Youth Sports my entire professional career: Coaching, running camps, teaching, Volunteer coaching for Surprise.

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

I Do Not

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I have worked in youth sports my entire professional career. I have worked for the City of Surprise in the Recreation Dept. with youth sports. I have volunteered as a coach for multiple years for the City of Surprise. I have worked with City Council Members in the past years. I feel I'm knowledgeable and would be a benefit to the City of Surprise.

I, David Kinnoin certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Applicant's Signature

Please return to:

City Clerk's Office – 16000 N. Civic Center Plaza, Surprise, AZ. 85374, or email to: clerk@surpriseaz.gov

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.

Date/Time/Initials Received by Clerk's Office: _____

SURPRISE
ARIZONA

City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Matthew V. Parker Date Submitted: 08/20/2020

[redacted]

Resident of Surprise: X Yes ____ No Number of Years: 4+

Board/Commission(s) you are applying for? Personnel Appeals Board

Education: Law Degree - J.D.

EMPLOYMENT BACKGROUND:

Present Employer/Position: OPS Consulting and Investigative Services LLC

President

Previous Employer(s)/Position (Last 5 Years): OPS CIS LLC (2017-Present);

Law School (2015-2017); State of Arizona (2008-2015)

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):
University College and Law Enforcement Association (2008-2014) - President

ASU Public Safety Personnel Retirement System Local Board (2012-2014) - Member/Chairperson

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

No

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I have a background in labor organizations and serving on a retirement board. During law school, I focused on labor law, and participated in various labor related activities. I believe there is a balance between employer/managment rights and employee rights and each case should be looked at objectively and within the confines of the law. As a City of Surprise resident, I believe I could serve in an objective and fair capacity which only strengthens the quality of our community as a place to live and work.

Additional Information/Comments:

I, Matthew V. Parker certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Matthew V. Parker

Applicant's Signature

Please return to:
City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.

4-8-2022

SURPRISE
ARIZONA

City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

(Per City Code, All applicants must reside in the City of Surprise)

Name: KIM DEAVDEN

[redacted]

Year(s) you have resided in the City of Surprise? : 3yrs (Snowbird 12yrs)

Board/Commission(s) you are applying for?

~~Health Annuity~~ PSPRS.

Education: 3yrs. College - Alaska Pacific University was the last University I attended.

EMPLOYMENT BACKGROUND:

Present Employer/Position: Retired 2018

Previous Employer(s)/Position (Last 5 Years):

Denali Universal Services (Pipeline Security)

(Continued on Reverse Side)

RECEIVED
4-6-2022 @ 2:27 PM

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

Board of Directors, Sun Village Community Assoc.

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

I have not.

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I feel it is my civic duty to get involved and participate in my communities events and activities.

I, Kim Drayden certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Applicant's Signature

Please return to:

City Clerk's Office – 16000 N. Civic Center Plaza, Surprise, AZ. 85374, or email to: clerk@surpriseaz.gov

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.

Date & Time Received by City Clerk's Office: E-mail 5.10.2022

SURPRISE
ARIZONA

City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS AND COMMISSIONS

Name: Anthony Robinson Date Submitted: May 10, 2022

[redacted]

Resident of Surprise: X Yes ____ No Number of Years: 7

Board/Commission Applying For: Parks and Recreation

Education: B.S. Zoology from University of California Davis

M.S. Biology from Northern Arizona University

EMPLOYMENT BACKGROUND:

Present Employer/Position: Retired as of July 2021

Previous Employer(s)/Position (Last 5 Years):

Arizona Game and Fish Department for 30 years (May 1991 thru June 2021)

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):
No Surprise organizations, but more generally I am a member of Maricopa County Audubon Society since 2021

and Sonoran Audubon Society since 2021.

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise Boards/Commissions? If yes, which one(s): No

Statement as to why you want to serve as a Board Member for the City of Surprise:

I have had an interest in city, regional, state, and national parks since childhood, because of the wide variety of recreational opportunities they provide for people and habitat for animals. I would like to see the city create more and a wider variety of parks to increase recreational opportunities and habitat for native wildlife and plants. I believe that a wider variety of parks will improve the quality of life for Surprise residents and increase tourism.

Additional Information/Comments:

My parents took us to parks to recreate and play sports, and I did the same for my children as they grew up in the west valley. As a young adult, I worked a few seasons at California State Parks, so have an idea of how those types of parks operate. My career at Arizona Game and Fish taught me the importance of wildland recreation and of wild areas for the human spirit.

I, Anthony Robinson certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Anthony Robinson
Applicant's Signature

STATE BAR OF ARIZONA

Signatures Required on Pages Five and Seven (digital accepted)
Please use Save As and rename the file before submitting.

VOLUNTEER APPLICATION

Required fields are outlined in red.

City of Surprise Judicial Selection Advisory Commission

Position for which you are applying.

The purposes of this form are: (1) to assist in making inquiries concerning the qualifications of candidates, and (2) to obtain general information for use in public releases about the selected candidates.

Name	Valles	Jose	M	[redacted]
	Last Name	First Name	M.I.	

[redacted]

Date you became a member of the State Bar of Arizona: November 2013

Other affiliations/ Dates of admission: Federal Bar - U.S. District Court of Arizona 10/20/2014; Tribal Court - Fort McDowell Yavapai Nation 4/9/2018

Required if applying for one of the Judicial Nominating Commissions

[redacted]

To find out what district you reside in, contact the County Elections Dept.

POST HIGH SCHOOL EDUCATION: (con't. on next pg.) (provide attachment if you need additional space)

Colleges/Universities Special Courses	Location	Dates	Degree
Arizona Summit Law School	Phoenix, Arizona	August 2010 - May 2013	JD

POST HIGH SCHOOL EDUCATION: (provide attachment if you need additional space)

Colleges/Universities Special Courses	Location	Dates	Degree
Baylor University	Waco, Texas	June 2006 - May 2010	BA - Political Science

EMPLOYMENT: List major paid employment during the past 15 years chronologically, beginning with most recent experience. (provide attachment if you need additional space)

Dates (from/to)	Employer and Position Held	Address	Employment Reference Contact, Phone, Email
April 2018 - Present	Fort McDowell Yavapai Nation Deputy Tribal Prosecutor	10755 North Fort McDowell Road Fort McDowell, Arizona 85264	
			Reference: Julie Wilkens, 480-789-7676, jwilkens@fmyn.org
November 2015 - April 2018	Maricopa County Attorney's Office Deputy County Attorney	225 West Madison Street Phoenix, Arizona 85003	
			Reference: Angela K. Andrews, andrews@mcao.maricopa.gov
January 2014 - November 2015	MayesTelles PLLC Attorney	3636 North Central Avenue, Ste. 1000 Phoenix, Arizona 85012	
			Reference: Joshua Blake Mayes, blake@mayestelles.com

List major areas of law practice Criminal Law, Juvenile Law, Tribal Criminal Law

Have you ever been disciplined by the State Bar of Arizona? ☐ Yes ☑ No

By any Bar? ☐ Yes ☑ No

If yes, why? Not applicable.

Have you ever served in a judicial capacity (including Judge Pro Tem) in Arizona? No.

I am a Fellow of the Arizona Foundation for Legal Services & Education. ☐ Yes ☑ No

I am a graduate of the State Bar of Arizona's Bar Leadership Institute. ☐ Yes ☑ No

BAR SERVICE: List significant volunteer Bar activities during the past 10 years chronologically, beginning with most recent service. Please indicate if you are a member of the American Bar Association and list your involvement in ABA activities. (provide attachment if you need additional space)

Dates (from/to)	Organization/Position Held	Activities
None.		
None.		
None.		
None.		

COMMUNITY VOLUNTEER SERVICE: Chronologically list significant community volunteer activities during the past 10 years beginning with the most recent service. (provide attachment if you need additional space)

Dates (from/to)	Organization/Position Held	Activities
None.		
None.		
None.		

COMMUNITY VOLUNTEER SERVICE (con't.): Chronologically list significant community volunteer activities during the past 10 years beginning with the most recent service (provide attachment if you need additional space)

Dates (from/to)	Organization/Position Held	Activities
None.		
None.		

Describe why you are interested in serving in this professional activity. Include information not already mentioned about yourself, your experience and background that support your interest.

I would like to serve on the City of Surprise's Judicial Selection Commission to have an opportunity to contribute to the integrity of the judicial system and give back to the local community of Surprise. As a practicing attorney for 7 years, I have had the opportunity to appear before a number of different Judges - some good and some bad. I believe that a strong judiciary is vital to any legal system's legitimacy and it would be a privilege to serve on this Commission (Committee).

Further, I believe it is important to have diversity in the legal system to gain public confidence in the judiciary. As a first generation American, I was taught by my parents the importance of being able to relate to individuals of all walks of life or of differing views. My unique life experience as an individual with a diverse background, and as the first member of my family to graduate from college and professional school would contribute greatly to this position.

List names, addresses, phone numbers **and** email addresses of three people who are not in your law firm and to whom you are not related that can be contacted as references.

Name
Gavin Paul

[redacted]

Rebecca Mascot

Stephen Shaver

List names, addresses, phone numbers, and email addresses of three attorneys who were opposing counsel or on the other side of your matter.

Name	Address	Phone Number	Email Address
Teresa M. Hunt	[redacted]		
Randall J. Craig			
Melanie Laboy			

Signature (permissible to insert a digital signature)

Date
April 26, 2021

Please sign and return your completed application to:

Carrie Sherman
Director of Board Operations
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266

Alternatively, email your application to Carrie.Sherman@staff.azbar.org. Receipt of each application will be confirmed.

I am also interested in serving on the following entities (please check all that apply). Any vacancies will also be handled through the State Bar's Standing Appointments Committee:

- ☐ American Bar Association House of Delegates
- ☐ Arizona Commission on Appellate Court Appointments
- ☐ Arizona Commission on Judicial Conduct
- ☐ Arizona Commission on Judicial Performance Review
- ☐ Arizona Bar Foundation Board of Directors
- ☐ Arizona Supreme Court Committee on Character & Fitness
- ☐ Arizona Supreme Court Committee on Examinations
- ☐ City of Avondale Judicial Advisory Board
- ☐ City of Glendale Judicial Selection Advisory Board
- ☐ City of Mesa Judicial Advisory Board
- ☐ City of Peoria Judicial Selection Advisory Board
- ☐ City of Phoenix Judicial Selection Advisory Board
- ☐ City of Scottsdale Judicial Appointments Advisory Board
- ☑ City of Surprise Judicial Selection Advisory Commission
- ☐ City of Tempe Judicial Advisory Board Client Protection Fund Board of Trustees
- ☐ Coconino County Commission on Trial Court Appointments
- ☐ Community Legal Services Board of Directors
- ☐ DNA - People's Legal Services, Inc. Board of Directors
- ☐ Maricopa County Commission on Trial Court Appointments
- ☐ Pima County Commission on Trial Court Appointments
- ☐ Pinal County Commission on Trial Court Appointments
- ☐ State Bar of Arizona Board of Legal Specialization

STATE BAR OF ARIZONA APPOINTMENTS COMMITTEE
AUTHORIZATION AND RELEASE

I, Jose Mauricio Valles, Bar No. [redacted]

on April 26, 2021, having submitted an application for appointment to the City of Surprise Judicial Selection Advisory Commission, do hereby consent and authorize the State Bar of Arizona Lawyer Regulation Records Manager, the Arizona Commission on Judicial Conduct personnel, or any other disciplinary authority having control of any documents, records and other information pertaining to me, to furnish to the State Bar of Arizona Appointments Committee all information regarding any disciplinary records, if requested, including documents, records, files regarding charges or complaints filed against me at any time, formal or informal, pending or closed, public or confidential, or any other pertinent information regarding my disciplinary history, if such exists.

By authorizing the release of the information requested, I specifically release the State Bar of Arizona and the Arizona Commission on Judicial Conduct, including any and all directors, officers, managers, supervisors, employees, personnel and agents, from any and all liability for damages or claims of any nature that could be made regarding the information provided.

A reproduced copy of this Authorization shall be considered the same as the original.

Signature (permissible to insert a digital signature)

Date
April 26, 2021

SURPRISE
ARIZONA

City of Surprise

RECEIVED
12-9-2020
11:11 AM

2-25-2021
4:00 P.M.

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

(Per City Code, All applicants must reside in the City of Surprise)

Name: Tatiana Young [redacted]

Address [redacted]

Phone ([redacted]

E: Mail [redacted]

Year(s) you have resided in the City of Surprise? 10 (Ten) years

Board/Commission(s) you are applying for?

City Audit Committee

Education: Associate Degree in Accounting, and Master of Science Degree in Economics and Management

EMPLOYMENT BACKGROUND:

Present Employer/Position: Department of Energy/ Management & Program Analyst

Previous Employer(s)/Position (Last 5 Years): Department of Energy/

Procurement/ Contract Specialist

(Continued on Reverse Side)

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

Community events, sales; Thunderbird Artists, etc.

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

No. I would like to be a part of my City Commissions.

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I have held federal positions as both a Contracting Officer and an Accountant. I have a Level II Certificate of Procurement for the U.S. Government. I hold a Master of Science Degree in Economics and Management as well as an Associate Degree in Accounting. I have used my academic and professional knowledge during my career that has enhanced my business acumen.

During my job at Department of Justice 2007-2015, I was selected to be part of Auditors Team for Program review. At that time, I was an Auditor to review compliance of accounting and contract department for the following federal prisons: 02/2011 - FCI - Terminal Island;
March 2012 - FCC - Butner, NC; April 2013 - Central Office, Washington, DC; Department July 2014 - FCI Safford; June 2015- FCI Atlanta.

I am continuing to grow and improve myself both personally and professionally. I enjoy challenges and look forward to opportunities where I will be able to assume more responsibilities. My career goal is to increase my knowledge and have a better understanding of the strategic goals and objectives for our organization and my community. This opportunity will assist me in becoming a better leader and supporting city of Surprise.
I have 14 years of government experience. I managed an annual budget of over $100 million and utilized quantitative techniques and methods for complex programs, including descriptive, as well as analytical statistics. DOE has multiple, unique, and complex projects which requires specific techniques to monitor expenditures and stay within budget, providing satisfaction to stakeholders:
- Analyzing management issues, developing short & long range plans to ensure construction projects and office operations are conducted efficiently and effectively, meeting mission requirements
- Setting strategic goals, priorities, and objectives for future projects. Preparing schedules for completion of work and project closeouts.
- Planning and providing for all management services and office support functions, including, but not limited to, Record Management, Facility Management, Training of G56 employees, AutoCAD Draft licenses for all departments, Budget and Finance relationship, Land and Realty management.

I have excellent interpersonal and analytical skills which make me easily understand and solve technical problems. While working on multiple tasks, I establish priorities and keep supervisors informed of progress on all projects. I believe my unique skill-set combination of accounting, procurement, interpersonal and written communication and organization skills, in conjunction with my knowledge of Federal and DOE policies, makes me a valuable asset and uniquely qualified for this position.

I want to serve City of Surprise and to bring my knowledge and experience to the team. City of Surprise has many great and experienced people who are willing to serve a community, and I would like to join that team.

I, Tatiana Young certify that to the best of my know- ledge, all information given

herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Tatiana Young

Applicant's Signature

Please return to:

City Clerk's Office – 16000 N. Civic Center Plaza, Surprise, AZ. 85374, or email to: clerk@surpriseaz.gov

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.

Date & Time Received by City Clerk's Office: E-mail 5.10.2022

SURPRISE
ARIZONA

City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS AND COMMISSIONS

Name: Anthony Robinson Date Submitted: May 10, 2022

[redacted]

Resident of Surprise: X Yes ____ No Number of Years: 7

Board/Commission Applying For: Parks and Recreation

Education: B.S. Zoology from University of California Davis

M.S. Biology from Northern Arizona University

EMPLOYMENT BACKGROUND:

Present Employer/Position: Retired as of July 2021

Previous Employer(s)/Position (Last 5 Years):

Arizona Game and Fish Department for 30 years (May 1991 thru June 2021)

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):
No Surprise organizations, but more generally I am a member of Maricopa County Audubon Society since 2021

and Sonoran Audubon Society since 2021.

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise Boards/Commissions? If yes, which one(s): No

Statement as to why you want to serve as a Board Member for the City of Surprise:

I have had an interest in city, regional, state, and national parks since childhood, because of the wide variety of recreational opportunities they provide for people and habitat for animals. I would like to see the city create more and a wider variety of parks to increase recreational opportunities and habitat for native wildlife and plants. I believe that a wider variety of parks will improve the quality of life for Surprise residents and increase tourism.

Additional Information/Comments:

My parents took us to parks to recreate and play sports, and I did the same for my children as they grew up in the west valley. As a young adult, I worked a few seasons at California State Parks, so have an idea of how those types of parks operate. My career at Arizona Game and Fish taught me the importance of wildland recreation and of wild areas for the human spirit.

I, Anthony Robinson certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Anthony Robinson
Applicant's Signature

STATE BAR OF ARIZONA

Signatures Required on Pages Five and Seven (digital accepted)
Please use Save As and rename the file before submitting.

VOLUNTEER APPLICATION

Required fields are outlined in red.

City of Surprise Judicial Selection Advisory Commission

Position for which you are applying.

The purposes of this form are: (1) to assist in making inquiries concerning the qualifications of candidates, and (2) to obtain general information for use in public releases about the selected candidates.

Name	Valles	Jose	M	[redacted]
	Last Name	First Name	M.I.	

[redacted]

Date you became a member of the State Bar of Arizona: November 2013

Other affiliations/ Dates of admission: Federal Bar - U.S. District Court of Arizona 10/20/2014; Tribal Court - Fort McDowell Yavapai Nation 4/9/2018

Required if applying for one of the Judicial Nominating Commissions

[redacted]

To find out what district you reside in, contact the County Elections Dept.

POST HIGH SCHOOL EDUCATION: (con't. on next pg.) (provide attachment if you need additional space)

Colleges/Universities Special Courses	Location	Dates	Degree
Arizona Summit Law School	Phoenix, Arizona	August 2010 - May 2013	JD

POST HIGH SCHOOL EDUCATION: (provide attachment if you need additional space)

Colleges/Universities Special Courses	Location	Dates	Degree
Baylor University	Waco, Texas	June 2006 - May 2010	BA - Political Science

EMPLOYMENT: List major paid employment during the past 15 years chronologically, beginning with most recent experience. (provide attachment if you need additional space)

Dates (from/to)	Employer and Position Held	Address	Employment Reference Contact, Phone, Email
April 2018 - Present	Fort McDowell Yavapai Nation Deputy Tribal Prosecutor	10755 North Fort McDowell Road Fort McDowell, Arizona 85264	
			Reference: Julie Wilkens, 480-789-7676, jwilkens@fmyn.org
November 2015 - April 2018	Maricopa County Attorney's Office Deputy County Attorney	225 West Madison Street Phoenix, Arizona 85003	
			Reference: Angela K. Andrews, andrews@mcao.maricopa.gov
January 2014 - November 2015	MayesTelles PLLC Attorney	3636 North Central Avenue, Ste. 1000 Phoenix, Arizona 85012	
			Reference: Joshua Blake Mayes, blake@mayestelles.com

List major areas of law practice Criminal Law, Juvenile Law, Tribal Criminal Law

Have you ever been disciplined by the State Bar of Arizona? ☐ Yes ☑ No

By any Bar? ☐ Yes ☑ No

If yes, why? Not applicable.

Have you ever served in a judicial capacity (including Judge Pro Tem) in Arizona? No.

I am a Fellow of the Arizona Foundation for Legal Services & Education. ☐ Yes ☑ No

I am a graduate of the State Bar of Arizona's Bar Leadership Institute. ☐ Yes ☑ No

BAR SERVICE: List significant volunteer Bar activities during the past 10 years chronologically, beginning with most recent service. Please indicate if you are a member of the American Bar Association and list your involvement in ABA activities. (provide attachment if you need additional space)

Dates (from/to)	Organization/Position Held	Activities
None.		
None.		
None.		
None.		

COMMUNITY VOLUNTEER SERVICE: Chronologically list significant community volunteer activities during the past 10 years beginning with the most recent service. (provide attachment if you need additional space)

Dates (from/to)	Organization/Position Held	Activities
None.		
None.		
None.		

COMMUNITY VOLUNTEER SERVICE (con't.): Chronologically list significant community volunteer activities during the past 10 years beginning with the most recent service (provide attachment if you need additional space)

Dates (from/to)	Organization/Position Held	Activities
None.		
None.		

Describe why you are interested in serving in this professional activity. Include information not already mentioned about yourself, your experience and background that support your interest.

I would like to serve on the City of Surprise's Judicial Selection Commission to have an opportunity to contribute to the integrity of the judicial system and give back to the local community of Surprise. As a practicing attorney for 7 years, I have had the opportunity to appear before a number of different Judges - some good and some bad. I believe that a strong judiciary is vital to any legal system's legitimacy and it would be a privilege to serve on this Commission (Committee).

Further, I believe it is important to have diversity in the legal system to gain public confidence in the judiciary. As a first generation American, I was taught by my parents the importance of being able to relate to individuals of all walks of life or of differing views. My unique life experience as an individual with a diverse background, and as the first member of my family to graduate from college and professional school would contribute greatly to this position.

List names, addresses, phone numbers **and** email addresses of three people who are not in your law firm and to whom you are not related that can be contacted as references.

Name
Gavin Paul

[redacted]

Rebecca Mascot

Stephen Shaver

List names, addresses, phone numbers, and email addresses of three attorneys who were opposing counsel or on the other side of your matter.

Name	Address	Phone Number	Email Address
Teresa M. Hunt	[redacted]		
Randall J. Craig			
Melanie Laboy			

Signature (permissible to insert a digital signature)

Date
April 26, 2021

Please sign and return your completed application to:

Carrie Sherman
Director of Board Operations
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266

Alternatively, email your application to Carrie.Sherman@staff.azbar.org. Receipt of each application will be confirmed.

I am also interested in serving on the following entities (please check all that apply). Any vacancies will also be handled through the State Bar's Standing Appointments Committee:

- ☐ American Bar Association House of Delegates
- ☐ Arizona Commission on Appellate Court Appointments
- ☐ Arizona Commission on Judicial Conduct
- ☐ Arizona Commission on Judicial Performance Review
- ☐ Arizona Bar Foundation Board of Directors
- ☐ Arizona Supreme Court Committee on Character & Fitness
- ☐ Arizona Supreme Court Committee on Examinations
- ☐ City of Avondale Judicial Advisory Board
- ☐ City of Glendale Judicial Selection Advisory Board
- ☐ City of Mesa Judicial Advisory Board
- ☐ City of Peoria Judicial Selection Advisory Board
- ☐ City of Phoenix Judicial Selection Advisory Board
- ☐ City of Scottsdale Judicial Appointments Advisory Board
- ☑ City of Surprise Judicial Selection Advisory Commission
- ☐ City of Tempe Judicial Advisory Board Client Protection Fund Board of Trustees
- ☐ Coconino County Commission on Trial Court Appointments
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- ☐ DNA - People's Legal Services, Inc. Board of Directors
- ☐ Maricopa County Commission on Trial Court Appointments
- ☐ Pima County Commission on Trial Court Appointments
- ☐ Pinal County Commission on Trial Court Appointments
- ☐ State Bar of Arizona Board of Legal Specialization

STATE BAR OF ARIZONA APPOINTMENTS COMMITTEE
AUTHORIZATION AND RELEASE

I, Jose Mauricio Valles, Bar No. [redacted]

on April 26, 2021, having submitted an application for appointment to the City of Surprise Judicial Selection Advisory Commission, do hereby consent and authorize the State Bar of Arizona Lawyer Regulation Records Manager, the Arizona Commission on Judicial Conduct personnel, or any other disciplinary authority having control of any documents, records and other information pertaining to me, to furnish to the State Bar of Arizona Appointments Committee all information regarding any disciplinary records, if requested, including documents, records, files regarding charges or complaints filed against me at any time, formal or informal, pending or closed, public or confidential, or any other pertinent information regarding my disciplinary history, if such exists.

By authorizing the release of the information requested, I specifically release the State Bar of Arizona and the Arizona Commission on Judicial Conduct, including any and all directors, officers, managers, supervisors, employees, personnel and agents, from any and all liability for damages or claims of any nature that could be made regarding the information provided.

A reproduced copy of this Authorization shall be considered the same as the original.

Signature (permissible to insert a digital signature)

Date
April 26, 2021

SURPRISE
ARIZONA

City of Surprise

RECEIVED
12-9-2020
11:11 AM

2-25-2021
4:00 P.M.

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

(Per City Code, All applicants must reside in the City of Surprise)

Name: Tatiana Young [redacted]

Address [redacted]

Phone ([redacted]

E: Mail [redacted]

Year(s) you have resided in the City of Surprise? 10 (Ten) years

Board/Commission(s) you are applying for?

City Audit Committee

Education: Associate Degree in Accounting, and Master of Science Degree in Economics and Management

EMPLOYMENT BACKGROUND:

Present Employer/Position: Department of Energy/ Management & Program Analyst

Previous Employer(s)/Position (Last 5 Years): Department of Energy/

Procurement/ Contract Specialist

(Continued on Reverse Side)

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

Community events, sales; Thunderbird Artists, etc.

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

No. I would like to be a part of my City Commissions.

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I have held federal positions as both a Contracting Officer and an Accountant. I have a Level II Certificate of Procurement for the U.S. Government. I hold a Master of Science Degree in Economics and Management as well as an Associate Degree in Accounting. I have used my academic and professional knowledge during my career that has enhanced my business acumen.

During my job at Department of Justice 2007-2015, I was selected to be part of Auditors Team for Program review. At that time, I was an Auditor to review compliance of accounting and contract department for the following federal prisons: 02/2011 - FCI - Terminal Island;
March 2012 - FCC - Butner, NC; April 2013 - Central Office, Washington, DC; Department July 2014 - FCI Safford; June 2015- FCI Atlanta.

I am continuing to grow and improve myself both personally and professionally. I enjoy challenges and look forward to opportunities where I will be able to assume more responsibilities. My career goal is to increase my knowledge and have a better understanding of the strategic goals and objectives for our organization and my community. This opportunity will assist me in becoming a better leader and supporting city of Surprise.
I have 14 years of government experience. I managed an annual budget of over $100 million and utilized quantitative techniques and methods for complex programs, including descriptive, as well as analytical statistics. DOE has multiple, unique, and complex projects which requires specific techniques to monitor expenditures and stay within budget, providing satisfaction to stakeholders:
- Analyzing management issues, developing short & long range plans to ensure construction projects and office operations are conducted efficiently and effectively, meeting mission requirements
- Setting strategic goals, priorities, and objectives for future projects. Preparing schedules for completion of work and project closeouts.
- Planning and providing for all management services and office support functions, including, but not limited to, Record Management, Facility Management, Training of G56 employees, AutoCAD Draft licenses for all departments, Budget and Finance relationship, Land and Realty management.

I have excellent interpersonal and analytical skills which make me easily understand and solve technical problems. While working on multiple tasks, I establish priorities and keep supervisors informed of progress on all projects. I believe my unique skill-set combination of accounting, procurement, interpersonal and written communication and organization skills, in conjunction with my knowledge of Federal and DOE policies, makes me a valuable asset and uniquely qualified for this position.

I want to serve City of Surprise and to bring my knowledge and experience to the team. City of Surprise has many great and experienced people who are willing to serve a community, and I would like to join that team.

I, Tatiana Young certify that to the best of my know- ledge, all information given

herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Tatiana Young

Applicant's Signature

Please return to:

City Clerk's Office – 16000 N. Civic Center Plaza, Surprise, AZ. 85374, or email to: clerk@surpriseaz.gov

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:

Consideration action to approve the following reappointments all for 4 year terms: **Thomas Coniam** and **Candica Rachal** for the Health Benefits Trust Fund Board with term expirations of June 30, 2026; **Kymberlee Stutzman**, **Richard Jessen**, **Judge Todd Lang** (MC Bar Association recommended) and **Flynn Carey** (MC Br Associaiton recommended) with term expirations of June 30, 2026 and **Gwen Mendez** and **Julie Kent Partridge** for the Veterans, Disability and Human Services Commission with term expirations of June 30, 2026.

Motion:

I move to approve the following reappointments all for 4 year terms: **Thomas Coniam** and **Candica Rachal** for the Health Benefits Trust Fund Board with term expirations of June 30, 2026; **Kymberlee Stutzman**, **Richard Jessen**, **Judge Todd Lang** (MC Bar Association recommended) and **Flynn Carey** (MC Br Associaiton recommended) with term expirations of June 30, 2026 and **Gwen Mendez** and **Julie Kent Partridge** for the Veterans, Disability and Human Services Commission with term expirations of June 30, 2026.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. reappt appls_Redacted.pdf amended

REAPPOINTMENT SUMMARY

BOARD/COMMISSION MEMBERS SEEKING REAPPOINTMENT

Board/Commission:	Name:	Term Expiration (4 year terms):
Judicial Selection Advisory Commission	Richard Jessen (Resident)	June 30, 2026
Judicial Selection Advisory Commission	Kymberlee Stutzman	June 30, 2026
Judicial Selection Advisory Commission	Flynn Carey (MC Bar Association)	June 30, 2026
Judicial Selection Advisory Commission	Judge Todd Lang (MC Bar Association)	June 30, 2026
Health Benefits Trust Fund Board	Thomas William Coniam	June 30, 2026
Health Benefits Trust Fund Board	Candice Rachal	June 30, 2026
Veterans, Disability and Human Services Commission	Gwen Mendez	June 30, 2026
Veterans, Disability and Human Services Commission	Julie Kent Partridge	June, 30, 2026

SURPRISE
ARIZONA

CITY CLERK
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-1200

City of Surprise

REAPPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS/COMMISSIONS

Name: Richard T. Jessen Date Submitted: 03/01/2022

[redacted]

Resident of Surprise: _____ Yes _____ Number of Years: 8

Board/Commission(s) you are seeking reappointment for:

Judicial Selection Advisory Committee

Does the above information reflect any changes from your original application?

Yes ___ No _X__

If Yes, please explain?

I, _Richard T. Jessen___ acknowledges that all information given herewith is true and correct and understand that with completion of the Reappointment Application, you hereby verify that you are interested in serving on the same Board/Commission for an additional 4 year term scheduled to expire June 30, 2026 **subject to Council approval.**

Applicant's Signature

Please return to:
City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200
clerk@surpriseaz.gov

Received by the City Clerk's Office

Date/Time: 3/1/2022 1pm Initials: D.S

Applicant - You can submit your application in person, by mail or scan and send electronically but your application must contain your signature. **Please submit your application no later than Friday, March 18, 2022 no later than 5:00 p.m.**

SURPRISE

CITY CLERK
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-1200

City of Surprise

REAPPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS/COMMISSIONS

Name: Kymberlee Stutzman Date Submitted: 4/28/2022

[redacted]

Resident of Surprise: X Yes ____ No Number of Years: 12

Board/Commission(s) you are seeking reappointment for:

JSAC

Does the above information reflect any changes from your original application?

Yes ___ No X

If Yes, please explain?

N/A

I, Kymberlee Stutzman acknowledges that all information given herewith is true and correct and understand that with completion of the Reappointment Application, you hereby verify that you are interested in serving on the same Board/Commission for an additional 4 year term scheduled to expire June 30, 2026 **subject to Council approval.**

Applicant's Signature

Please return to
City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-1200

Received by the City Clerk's Office

Date/Time: 4/28/2022 Initials:

Applicant - You can submit your application in person, by mail or scan and send electronically but your application must contain your signature. **Please submit your application no later than Friday, March 18, 2022 no later than 5:00 p.m.**

SURPRISE
ARIZONA

CITY CLERK
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·1200

City of Surprise

REAPPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS/COMMISSIONS

Name: Flynn Carey Date Submitted: 04-29-2022

[redacted]

Resident of Surprise: ____ Yes __X__ No Number of Years: _____

Board/Commission(s) you are seeking reappointment for:

_____

Does the above information reflect any changes from your original application?

Yes X No ___

If Yes, please explain?

Our firm has relocated from its previous address to a new address. All other details are the same as original.

I, Flynn Carey acknowledges that all information given herewith is true and correct and understand that with completion of the Reappointment Application, you hereby verify that you are interested in serving on the same Board/Commission for an additional 4 year term scheduled to expire June 30, 2026 **subject to Council approval.**

_____
Applicant's Signature

Please return to:
City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200
clerk@surpriseaz.gov

Received by the City Clerk's Office

Date/Time: 4/28/2022 Initials: [illegible]

Applicant - You can submit your application in person, by mail or scan and send electronically but your application must contain your signature. **Please submit your application no later than Friday, March 18, 2022 no later than 5:00 p.m.**

SURPRISE
ARIZONA

CITY CLERK
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·1200

City of Surprise

REAPPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS/COMMISSIONS

Name: __Todd F. Lang Date Submitted: May 13, 2022 _____

[redacted]

Resident of Surprise: _____ ~~Yes~~ _____ **No X** Number of Years: _____

Board/Commission(s) you are seeking reappointment for:

Judicial Selection Adviso

Does the above information reflect any changes from your original application?

Yes ___ No X ___

If Yes, please explain?

_____

I, Todd F. Lang acknowledges that all information given herewith is true and correct and understand that with completion of the Reappointment Application, you hereby verify that you are interested in serving on the same Board/Commission for an additional 4 year term scheduled to expire June 30, 2026 **subject to Council approval.**

[s] Todd F. Lang
Applicant's Signature

Please return to:
City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200
clerk@surpriseaz.gov

Received by the City Clerk's Office

Date/Time: 5-13-2022 Initials: _____

Applicant - You can submit your application in person, by mail or scan and send electronically but your application must contain your signature. **Please submit your application no later than Friday, March 18, 2022 no later than 5:00 p.m.**

SURPRISE
ARIZONA

CITY CLERK
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·1200

City of Surprise

REAPPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS/COMMISSIONS

Name: __Thomas William Coniam_____ Date Submitted: __3/1/22_____

[redacted]

Resident of Surprise: ___X__ Yes _____ No Number of Years: __13_____

Board/Commission(s) you are seeking reappointment for:

Health Benefits Trust (Board of Trustees)

Does the above information reflect any changes from your original application?

Yes ___ No _x

If Yes, please explain?

_____

I, _Thomas William Coniam____ acknowledges that all information given herewith is true and correct and understand that with completion of the Reappointment Application, you hereby verify that you are interested in serving on the same Board/Commission for an additional 4 year term scheduled to expire June 30, 2026 **subject to Council approval.**

_____
Applicant's Signature

Please return to:
City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200
clerk@surpriseaz.gov

Received by the City Clerk's Office

Date/Time 03/01/2022 Initials: AB

Applicant - You can submit your application in person, by mail or scan and send electronically but your application must contain your signature. **Please submit your application no later than Friday, March 18, 2022 no later than 5:00 p.m.**

SURPRISE

City of Surprise

REAPPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS/COMMISSIONS

Name: Candice Rachal Date 3-2-22

Submitted: 3-2-22

[redacted]

Resident of Surprise: X Yes ___ No Number of Years: 3

Board/Commission(s) you are seeking reappointment for:

Health Benefits Trust Fund Board

Does the above information reflect any changes from your original

Yes No X

If Yes, please explain?

I, Candice Rachal acknowledges that all information given herewith is true and correct and understand that with completion of the Reappointment Application, you hereby verify that you are interested in serving on the same Board/Commission for an additional 4 year term scheduled to expire June 30, 2026 subject to Council approval.

Applicant's Signature

Please return to:
City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-1200
clerk@surpriseaz.gov

Received by the City Clerk's Office
3-2-2022
Initials:

Applicants: You can submit your application in person, by mail or scan and send electronically but your application must contain your signature. Please submit your application no later than Friday, March 18, 2022 no later than 5:00 p.m.

SURPRISE
ARIZONA

CITY CLERK
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·1200

City of Surprise

REAPPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS/COMMISSIONS

Name: Gwen Mendez Date Submitted: 3/5/22

[redacted]

Resident of Surprise: X Yes ____ No Number of Years: over 12yrs

Board/Commission(s) you are seeking reappointment for:

Veterans, Disability, and Human Services Commission

Does the above information reflect any changes from your original application?

Yes ___ No X

If Yes, please explain?

I, Gwen Mendez acknowledges that all information given herewith is true and correct and understand that with completion of the Reappointment Application, you hereby verify that you are interested in serving on the same Board/Commission for an additional 4 year term scheduled to expire June 30, 2026 **subject to Council approval.**

Gwen Mendez
Applicant's Signature

Please return to:
City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200
clerk@surpriseaz.gov

Received by the City Clerk's Office

Date/Time: 3-7-2022 Initials: [illegible]

Applicant - You can submit your application in person, by mail or scan and send electronically but your application must contain your signature. **Please submit your application no later than Friday, March 18, 2022 no later than 5:00 p.m.**

SURPRISE
ARIZONA

CITY CLERK
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-1200

City of Surprise

REAPPOINTMENT APPLICATION FOR ALL SURPRISE BOARDS/COMMISSIONS

Name: Julie Kent-Partridge Date Submitted: 3/2/2022

[redacted]

Resident of Surprise: X Yes ____ No Number of Years: 22

Board/Commission(s) you are seeking reappointment for:
Veterans, Disability and Human Services - VDHS

Does the above information reflect any changes from your original application?

Yes ___ No X

If Yes, please explain?

I, Julie M. Kent-Partridge acknowledges that all information given herewith is true and correct and understand that with completion of the Reappointment Application, you hereby verify that you are interested in serving on the same Board/Commission for an additional 4 year term scheduled to expire June 30, 2026 **subject to Council approval.**

Applicant's Signature

Please return to:
City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200
clerk@surpriseaz.gov

Received by the City Clerk's Office

Date/Time: 3/2/2022 Initials:

Applicant - You can submit your application in person, by mail or scan and send electronically but your application must contain your signature. **Please submit your application no later than Friday, March 18, 2022 no later than 5:00 p.m.**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:
Primary Election Update

Motion:
NO ACTION - REPORT ONLY

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:
Consideration and action to approve the Regular Work Session Minutes; Special Council Meeting Minutes and Regular Council Meeting minutes of June 7, 2022.

Motion:
I move to approve the Regular Work Session Minutes; Special Council Meeting Minutes and Regular Council Meeting minutes of June 7, 2022.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
1. 0607 regular meeting minutes
2. 0607 special meeting minutes
3. 0607 work session minutes

CITY OF SURPRISE

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

Tuesday, June 7, 2022 @ 6:15PM

- **A. Call To Order**

  Mayor Hall called the Regular City Council Meeting to order at 6:15 p.m. at the Surprise City Hall located at 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

- **1. Invocation - Janet Fowler led this evening's Invocation.**

- **B. Roll Call**

  In attendance with Mayor Hall was Vice-Mayor Alyson Cline, Councilmembers Jack Hastings, Patrick Duffy, Roland Winters and Chris Judd, Councilmember Remley participated telephonically.

- **C. Pledge of Allegiance**

- **D. Proclamation and Community Acknowledgements**

- **1. Juneteenth Proclamation**

  Mayor Hall read aloud the Proclamation recognizing Juneteenth and was issued to Reverend John R. Powell, Paul & Mary Outlaw and congregation members.

- **E. City Manager Report**

- **1. Reports**

  City Manager Wingenroth spoke on 4 topics:

  1 - In recognition of the Arizona Traditions Knitting Group for providing knitted blankets and bears to children in need and for victims, issued to the Police and Fire Departments. Their names are: Lynn Mullenburg; Kathy Brady; Debbie Whirley & Brenda Blair.

2 - Plans for Ottawa University Expansion of a new 5 story building next to current student housing, a construction fence will be going in this month.

3 - Improvements to the City Park, lake and dog park. Construction start date will be June 20th. Signage will be displayed at the temporary entrance of the park and our City website will be updated.

4 - Asante Library received an award for the 2022 American Institute of Architects, Library Building Award.

- **F. City Clerk Report**

  No report.

- **1. Reports**

- **G. Call To The Public**

  Jonha Milton introduced himself as a birthing and mentoring person, a feminist, a devote LBGTQ acolyte, a part-time kindergarten school teacher assistant with visions of being a surgeon's assistant for abortion clinics. Jonha addressed the baby formula shortage, abortion clinics, Arizona Department of Education in support of keeping Superintendent Kathy Hoffman in power.

- **H. Regular City Council Meeting Agenda**

- **1. CONSENT AGENDA:**

  Vice-Mayor Cline asked to remove Item #9 from the consent agenda.

  Councilmember Judd made the motion to approve the consent agenda minus item #9. Vice-Mayor Cline seconded the motion. 7 yes votes, motion carried.

- **2. Consideration and action on the May 17, 2022 Regular City Council Work Session and Regular City Council Meeting Minutes.**

- **3. Consideration and action to move the Regular Work Session and Council Meeting scheduled for Tuesday, August 2, 2022 to Monday, August 1, 2022 due to the Primary Election falling on Tuesday, August 2, 2022.**

- **4. Consideration and action to approve an Owner transfer of existing license #07070753/ Application #188279 for LUV 2 PLAY Liquor License/Owner Transfer located at 15495 W. Bell Road, #104, Surprise, AZ. 85388.**

- **5. Consideration and action pertaining to approval of the Final Plat entitled, "Paloma Creek Phase 4",and dated April 8, 2022, a property generally located west of 155th Avenue, between Happy Valley Road and Jomax Road; Case FS21-813.**

- **6. Consideration and action pertaining to approval of the Final Plat entitled, "Heritage Asante – Parcel 9 Phase 1" and dated March 2022, a property generally located west of 163rd Avenue and north of Grand Avenue; Case FS21-862**

- **7. Consideration and action pertaining to approval of the Final Plat entitled, "Fulton Homes Escalante – Parcels 8 & 10" and dated April 1, 2022, a property located near the northeast corner of 163rd Avenue and Pinnacle Peak and Asante Boulevard; Case FS21-867**

- **8. Consideration and action pertaining to amending Chapter 2, Article II, Division 3, Section 2-63 of the Surprise Municipal Code to define quorum, voting majority, and address abstentions; Ordinance # 2022-13.**

- **9. Consideration and action pertaining to the acceptance of the FFY2023 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution #2022-59.**

Vice-Mayor Cline asked that this item be removed for discussion. Police Chief, Benny Pina gave a brief presentation and explained the importance of continuing a collaboration with Dysart School District. Chief Pina explained the financial component of this Intergovernmental Agreement and where the resources will be allocated.

Vice-Mayor Cline thanked Chief Pina for this item and commented that she has always been involved with schools in the City and with recent events everyone is aware and scared about what is going on. I wanted you to share how we are really looking out for our students safety and we are taking this to heart. We are the 10th safest City in the United States, this is a priority for us to maintain.

Mayor and Council expressed their gratitude for this agreement and

thanked Chief Pina for his efforts. Councilmember Hastings commented that he is a teacher and having resource officers on site, the security you feel having one there, this is the right thing to do. Are we looking at having resource officers at all of our schools? Chief Pina commented that he will need direction from the Council and City Manager on future resources.

Vice-Mayor Cline made the motion to approve Resolution #2022-59. Councilmember Winters seconded the motion. 7 yes votes, motion carried.

- **10. Consideration and action pertaining to acceptance of a Temporary Construction License from Suburban Land Reserve for roadway improvements along Sweetwater Avenue near Sarival.**
- **11. Consideration and action pertaining to acceptance of a Temporary Drainage Easement Agreement from Suburban Land Reserve for roadway improvements along Sweetwater Avenue near Sarival Avenue.**
- **2. REGULAR AGENDA ITEM - PUBLIC HEARING:**
- **3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:**

12. Consideration and action pertaining to the Preliminary Plat entitled, "Heritage Asante – Parcels 8 & 10" and dated March 21, 2022, a property generally located west of Asante Drive and south of Pat Tillman Blvd; Case FS21-330.

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

Mayor Hall asked for clarification on the park layout. It's loaded with amenities.

Councilmember Winters made the motion to approve the Preliminary Plat entitled, "Heritage Asante – Parcels 8 & 10" and dated March 21, 2022 with stipulations A thru C. Vice-Mayor Cline seconded the motion. 7 yes votes, motion carried.

- **13. Consideration and action pertaining to the approval of written procedures to provide effective, early, and continuous public participation in the development and major amendment of the 2040**

General Plan Update for all geographic and socioeconomic areas within the City of Surprise; Resolution #2022-52.

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

Mayor Hall asked if we have resident recommendations for the committee, how many residents are looking for? I know of some that can add some real value. Can they contact you? Yes, we are looking at approx. 18.

Councilmember Hastings made the motion to approve Resolution No. 2022-52. Councilmember Duffy seconded the motion. 7 yes votes, motion carried.

- **14. Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment moving budget authority of $200,000 from Economic Development Contingency General Fund to the Transportation Improvement Fund to establish project P61380, Cactus Rd (Litchfield Rd-Railroad Track); Resolution #2022-64.**

Economic Development Director, Jeanine Jerkovic and Public Work Director, Kristen Titler gave a brief powerpoint presentation on this item.

Mayor Hall asked for clarification on the results of this we are looking for. The rail spur supplies more land in the rail plex and allows access to more sights? You can sell it as that, correct? Jeanine confirmed that is correct.

Councilmember Winters asked if this is going to be an at grade crossing? Kristen responded yes and will have lights and arm crossings.

Councilmember Remley asked for clarification on the dollar amount being requested. This is a dangerous crossing and I have been looking forward to this, it's a long time coming. it opens up the industrial area and makes it more attractive.

Councilmember Judd made the motion to approve Resolution #2022-64. Vice-Mayor Cline seconded the motion . 7 yes vote, motion carried.

I. Other Business and Future Agenda Items

Councilmember Winters asked for a future agenda item ON how many group homes we have in Surprise and how they are licensed and who enforces. Vice-Mayor Cline seconded the request.

- **J. City Council Reports**
    - Councilmember Hastings - attended Veterans events; Countryside Park groundbreaking;

      Councilmember Duffy - Keynote Speaker at Legacy Traditional campus; Paradise Honors High School - American Legion Team;

      Councilmember Judd - Countryside Park is finally going; Nominations Committee - we have a lot of great minds in Surprise, more applicants than spots;

      Councilmember Winters - Countryside Groundbreaking, great event; Ribbon cutting for mattress store; Awards Ceremony for Police Department;

      Vice-Mayor Cline - Veterans round table event; small group resident meetings; Women Business Owners Networking Group; public works ribbon cutting; next meeting June 28th - 6 p.m. at Sun City Grand

      Mayor Hall - Presentation to the Women's West Valley Network; reviewed a lot of the projects we are working on; I am so proud of our staff,

- **K. Executive Session**
- **1. Executive Session Items**
- **2. Executive Disclaimer - Part 1**
- **3. Executive Disclaimer - Part 2**
- **4. Executive Disclaimer - Part 3**

- **L. Adjournment**

  Vice-Mayor Cline made the motion to adjourn the Regular City Council Meeting at 7:24 p.m. Seconded by Councilmember Hastings. 7 yes votes to adjourn. Motion carried.

_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, June 7, 2022.**

_____
Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE

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

Tuesday, June 7, 2022 @ 6:00PM

A. Call To Order

Mayor Hall called the Special City Council Meeting on June 7, 2022 to order at 6:00 p.m. at the Surprise City Hall - 16000 N. Civic Center Plaza, Surprise, AZ. 85374 in the Council Chambers.

B. Roll Call

In attendance with Mayor Hall was Vice-Mayor Alyson Cline, Councilmembers Jack Hastings, Patrick Duffy, Roland Winters and Chris Judd, Councilmember Remley participated telephonically.

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

G. Call To The Public

None.

H. Special City Council Meeting Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

3. REGULAR AGENDA ITEM - PUBLIC HEARING:

1. Consideration and action pertaining to the City's intent to levy primary property taxes in the amount of $0.7591 per hundred dollars ($100) of assessed valuation and secondary property taxes in the amount of $0.3880 per one hundred dollars ($100) of assessed valuation and setting the property tax adoption for June 21, 2022, pursuant to A.R.S. 48-616; Resolution #2022-55.

City Finance Director, Andrea Davis and Assistant Finance Director, Eric Boyle gave a brief powerpoint presentation on this item.

No Public comments received.

Councilmember Duffy made the motion to approve Resolution #2022-55. Seconded by Vice-Mayor Cline. 7 yes votes, motion carried.

2. Consideration and action pertaining to the City's intent to adopt Street Light Improvement District (SLID) property tax levies up to the maximum rate of $1.20 for each one hundred dollars ($100) of assessed valuation and setting the property tax adoption for June 21, 2022, pursuant to A.R.S. 48-616; Resolution #2022-57.

No public comments received.

Councilmember Duffy made the motion to approve Resolution #2022-57. Vice-Mayor Cline seconded the motion. 7 yes votes, motion carried.

3. Consideration and action pertaining to the adoption of the City of Surprise final budget for Fiscal Year 2023; Resolution #2022-56.

No public comments were received.

Councilmember Hastings made the motion to approve Resolution #2022-56. Vice-Mayor Cline seconded the motion. 7 yes votes, motion carried.

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

1. Executive Disclaimer - Part 1

L. Adjournment

Vice-Mayor Cline made the motion to adjourn the Special Council Meeting at 6:06 p.m. Seconded by Councilmember Hastings. 7 yes votes to adjourn. 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 Special City Council Meeting of **Tuesday, June 7, 2022.**

Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE

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

Tuesday, June 7, 2022 @ 4:00PM

A. Call To Order

Mayor Hall called the Regular City Council Work Session to order at 4:00 p.m. at the Surprise City Hall Council Chambers located at 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

Also in attendance with Mayor Hall were Vice-Mayor Alyson Cline, Councilmembers Jack Hastings, Patrick Duffy, Roland Winters and Chris Judd. Councilmember Remley was excused.

C. Pledge of Allegiance

1. Presentation and discussion pertaining to the FY2022 Financial Status Report through March 2022.

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

No Council comments or questions.

2. Presentation and discussion pertaining to the status of the citywide transit services such as Paratransit and RideChoice.

Council Comments/Questions:

Mayor thanked Mr. Young for the presentation and commented that this has been frustrating over the years and is such an important program for our residents.

Councilmember Judd commented that he's excited about the new CEO, and looking forward to feedback from our residents on the services.

Councilmember Winters commented that he knows this job is frustrating

with service issues he also commented on the Increase in costs to the service. He has been receiving lots of calls about this program that is suppose to be a 24/7 operation.

Vice-Mayor Cline commented that on time should mean calculate 30 minutes after. Can you change this to 15 minutes instead of 30 minutes? It's a really long time when you are waiting for a ride especially in the heat.

Councilmember Duffy commented that a few years ago I asked about an app that will show where the driver is in route. Glad to hear this is part of the plan.

In closing Mr. Young commented that he understands everyone's concerns and will keep Council and staff updated on their progress for improvements.

3. Presentation and discussion regarding an update on the City's water resources.

Assistant Director, Water Resources Mike Boule gave a powerpoint presentation on this item.

Mayor Hall asked about CAP water and if we are recharging it? We receive credits, right? Mr. Boule commented, Yes that is correct.

Vice-Mayor Cline thanked Mike for the presentation. I am hoping to hear where EPCOR is on their SMART Meters, I have been asking about this. Many of our HOA's in the City are easy going on putting turf, at what point in the drought levels, we need to go out to the HOA's to help them understand how important this is.

Councilmember Judd asked if we have any idea of how EPCOR will be effected with water cuts? Can we set up a work session item to have EPCOR come in to answer your questions.

Mr. Boule commented that yes this will be a future work session topic.

No other comments received.

L. Adjournment

Vice-Mayor Cline made the motion to adjourn the Regular Council Work Session at 5:08 p.m. Seconded by Councilmember Duffy. 6 yes votes, 1 excused (Remley). Motion carried.

_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, June 7, 2022.**

_____
Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 5

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

Agenda Wording:

Consideration and action to approve a request by Jeffrey Craig Miller (Agent) for a Series 12 (Restaurant) liquor license for **Biscuits Cafe** located at 13752 W. Bell Road, Surprise, AZ. 85374.

Motion:

I move to approve a request by Jeffrey Craig Miller (Agent) for a Series 12 (Restaurant) liquor license for **Biscuits Cafe** located at 13752 W. Bell Road, Surprise, AZ. 85374.

Background:

This request is of a routine nature. There are no concerns noted for this request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. biscuits report
2. BISCUITS CAFE MAP
3. CD BISCUITS CAFE REPORT
4. Police Biscuit's Cafe
5. fire 13752 W Bell Rd Biscuits Cafe Liquor License (1)
6. BISCUITS

State of Arizona
Department of Liquor Licenses and Control

Created 05/13/2022 @ 04:05:55 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	BISCUITS CAFE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	13752 W BELL ROAD SURPRISE, AZ 85374 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(623)546-6688		
Alt. Phone:	(480)730-2675		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	BISCUITS ENTERPRISES INC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	CORPORATION		
AZ CC File Number:	23063660	State of Incorporation:	OR
Incorporation Date:	02/25/2020		
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
PRESTON RESTAURANT GROUP LLC	MEMEBER	100.00
KYLE EDDIE PRESTON	Pres/SEC/DIR	

PRESTON RESTAURANT GROUP LLC - MEMBER

Name: KYLE EDDIE PRESTON
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (503)383-0477
Alt. Phone:
Email: KEPRESTON@BISCUITSCAFE.COM

BISCUITS ENTERPRISES INC - Pres/SEC/DIR

Name: KYLE EDDIE PRESTON
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (503)830-4776
Alt. Phone:
Email: KEPRESTON@BISCUITSCAFE.COM

BISCUITS ENTERPRISES INC - MEMEBER

Name: PRESTON RESTAURANT GROUP LLC
Contact Name: JEFFREY MILLER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23323034 State of Incorporation: DE
Incorporation Date: 01/24/2022
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

MANAGERS

Name: TAMMY THERESA RICK
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (928)530-0076
Alt. Phone:
Email: HAIRT_RICK@YAHOO.COM

****

Name:	ELIU CADENA GUTIERREZ
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(602)770-9451
Alt. Phone:	
Email:	EGUTIERREZ1129@GMAIL.COM

****

Name:	DEVIN MICHAEL ELLIS
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(503)939-4171
Alt. Phone:	
Email:	DEVIN106206@GMAIL.COM

****

Name:	KELLY MARIE PAYTON
Gender:	Female
Correspondence Address:	13752 W BELL ROAD SURPRISE, AZ 85374 USA
Phone:	(623)669-3809
Alt. Phone:	
Email:	KELLYMARIE.BISCUITSCAFE@GMAIL.COM

****

Name:	SHAWN LEAH ZANGLERR
Gender:	Male
Correspondence Address:	13752 W BELL ROAD SURPRISE, AZ 85374 USA
Phone:	(702)526-5221
Alt. Phone:	
Email:	SHAWNZANGLER@GMAIL.COM

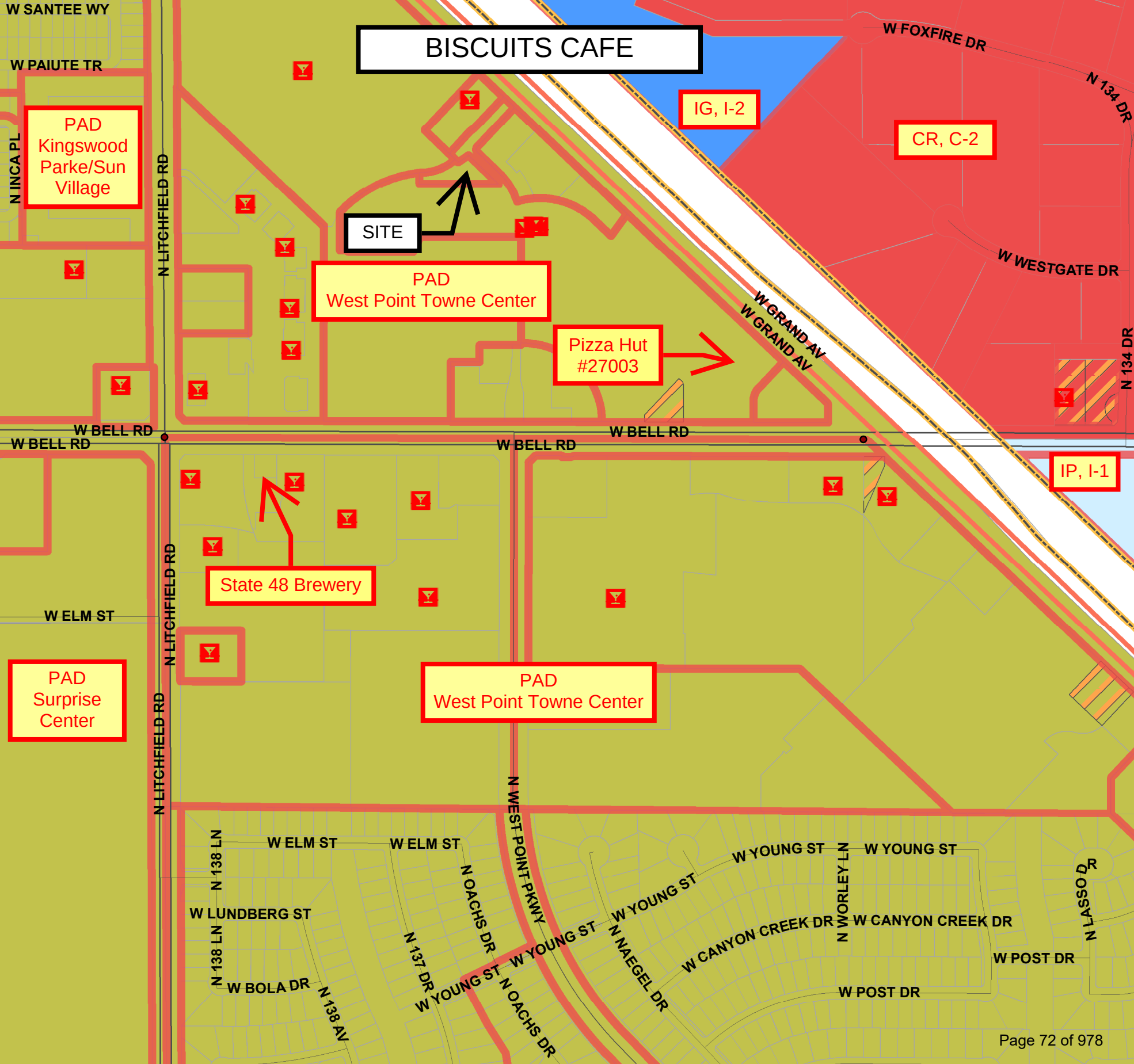
APPLICATION INFORMATION

Application Number: 197023
Application Type: New Application TA
Created Date: 05/03/2022

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   PERSONAL GUARANTEE
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   NONE
6) Is there a drive through window on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No


BISCUITS CAFE
W SANTEE WY
W PAIUTE TR
PAD
Kingswood
Parke/Sun
Village
N INCA PL
N LITCHFIELD RD
SITE
PAD
West Point Towne Center
IG, I-2
CR, C-2
W FOXFIRE DR
N 134 DR
W WESTGATE DR
W GRAND AV
Pizza Hut
#27003
W BELL RD
IP, I-1
State 48 Brewery
W ELM ST
PAD
Surprise
Center
PAD
West Point Towne Center
N WEST POINT PKWY
N 138 LN
W LUNDBERG ST
W BOLA DR
N 138 AV
N 137 DR
N OACHS DR
W YOUNG ST
N NAEGEL DR
N WORLEY LN
W CANYON CREEK DR
W POST DR
N OSSLO DR

SURPRISE
ARIZONA

Date: June 1, 2022

To: Sherry Aguilar, City Clerk

From: Chris Boyd, Community Development Director
By: James Stewart, Zoning Specialist

Re: Liquor License Application for:

Jeffrey Craig Miller (Agent)
Biscuits Café
13752 W. Bell Road, Surprise, Arizona 85374

An Agent Change/Controlling Person existing Series 12 Liquor License #197023

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

1. Red Lobster #6288 (Series 12) – 13709 W. Bell Rd.
2. Olive Garden #1627 (Series 12) – 13379 W. Grand Ave.
3. Target #1335 (Series 10) – 13731 W. Bell Rd.
4. Sprouts Farmers Market # 12 (Series 10) – 13759 W. Bell Rd.
5. Haldi Indian Cuisine (Series 12) New License – 13761 W. Bell Rd. #B213
6. Chili's Grill & Bar #1153 (Series 12) – 13765 W. Bell Rd.
7. Cobblestone Auto Spa & Market (Series 10) – 13811 W. Bell Rd.
8. State 48 Brewery (Series 3 &12) – 13823 W. Bell Rd.
9. Irish Wolfhound Restaurant & Pub (Series 6) – 16811 N. Litchfield Rd. #102-104
10. Rio Mirage Cafe (Series 12) – 13863 W. Bell Rd.
11. Chipotle Mexican Grill #0898 (Series 12) – 13869 W. Bell Rd. #107
12. Circle K Store #2741641 (Series 10) – 13908 W. Bell Rd.
13. New York Pizza Dept. (Series 12) – 13980 W. Bell Rd. (Expired)
14. Buffalo Wild Wings (Series 12) – 13882 W. Bell Rd.
15. China Buffet #17119 (Series 12) – 17119 N. Litchfield Rd. #20
16. Uni Sushi & Steak (Series 12) – 17191 N. Litchfield Rd. #40
17. A to Z Polish Market (Series 10) – 17221 N. Litchfield Rd. #50
18. Player 1 Arcade (Series 7) – 17239 N. Litchfield Rd. #60
19. Tacos Califia (Series 12) – 17239 N. Litchfield Rd. #68
20. Wal-Mart Supercenter #2777 (Series 9) – 13770 W. Bell Rd.
21. Applebee's (Series 12) – 13756 W. Bell Rd.
22. Streets of New York #23 (Series 12) – 13736 W. Bell Rd. (Expired)
23. Tom Yum (Series 12) – 13736 W. Bell Rd. #2
24. Fresh Wasabi Sushi & Grill (Series 12) – 13732 W. Bell Rd. #2 (Expired)

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

Residential population will most likely remain static. Commercial growth will likely 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 effect 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.

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

REFERENCE: DATE: June 6, 2022

APPLICATION NUMBER - 197023
NEW LICENSE - Series 12/Restaurant

APPLICANT:

Biscuits Café
13752 W Bell Road
Surprise, Arizona 85374

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers*.**
Biscuit's Café is a full-service restaurant specializing in breakfast and lunch. The restaurant seating capacity is 144 persons. The potential market should be people of all ages, from anywhere in the surrounding communities. There are two televisions over the row of countertop seating and no live entertainment.

2) ***Effect of vehicular traffic in close proximity.***
There are numerous entry/exits for vehicle traffic into the Surprise Towne Center shopping plaza, which Biscuits is a participant of. There should be no effect on the traffic with the added license.

3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
There was a report of vagrancy in front of the restaurant in December 2020. The female moved on without incident. In June 2020, a patron became angry for being asked to wear a mask. He caused a disruption but left before officer's arrival. Two apparent homeless males were trespassed by manager from restaurant after being disorderly in front of the restaurant well after closing hours. In April 2019, a report of vagrancy after hours by citizen. Subject left the area. A homeless person was contacted in front of the restaurant in June 2018, after he was seen charging his cellphone.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
Biscuit's Café is open every day of the week from 6:30 AM to 2:30 PM with the exception of Sundays, when it opens at 7 AM. It is a well-established restaurant in the center of the large Surprise Towne Center retail shopping plaza. There are a wide variety of retail shopping stores, along with other fast casual and full-sized restaurants in the shopping center. Since Biscuits closes by 2:30, there is no real effect from other businesses. There is an Applebee's with a series 12 license that closes at midnight every night. There is also a IHOP not to far away that is 24 hours a day along with the drive thru portion of a Jack in the Box fast food restaurant. All other retailers close usually by 9 PM, except for Wal-Mart at the far north end of the plaza, which closes at 11 PM.

5) Appropriateness of requested license.
The series 12 license restaurant license is appropriate for Biscuit's Cafe per Arizona State law.

Submitted by Officer C. E. Tovar #2059

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

May 23, 2022

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Biscuits Café
13752 W Bell Rd
Surprise, AZ 85374

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

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

If you have any questions feel free to contact me.

Keith Tanner

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

SURPRISE
ARIZONA

MEMO

Date: 05/20/2022

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk

From: Annie Vazquez

RE: Liquor License Application – BISCUITS CAFE - 13752 W BELL RD

Business License Status:

☐ Application link emailed on .

☑ License # 1019929 , current and valid for 2022

☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Sherry Aguilar, City Clerk
District: District 1

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

Agenda Wording:

Consideration and action to approve a Series 9 (Liquor Store) liquor license request for **Fry's Food & Drug #678**, located at 16400 W. Pat Tillman Boulevard, Surprise, Arizona 85387.

Motion:

I move to approve a Series 9 (Liquor Store) liquor license request for **Fry's Food & Drug #678**, located at 16400 W. Pat Tillman Boulevard, Surprise, Arizona 85387.

Background:

This request is of a routine nature. There are no concerns noted for this request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. frys appl
2. fire FRYS
3. CD FRY'S FOOD AND DRUG # 678 MAP
4. Police Fry's Food and Drug 16400 W Pat Tillman
5. FRY'S FOOD AND DRUG # 678 REPORT
6. frys finance report

CITY ID
2022-11

State of Arizona
Department of Liquor Licenses and Control

Created 05/13/2022 @ 03:52:28 PM

Local Governing Body Report

LICENSE

Number:	09070431	Type:	009 LIQUOR STORE
Name:	FRY'S FOOD & DRUG #678		
State:	Pending		
Issue Date:		Expiration Date:	12/31/2022
Original Issue Date:	04/28/1983		
Location:	16400 W PAT TILLMAN BOULEVARD SURPRISE, AZ 85387 USA		
Mailing Address:	PO BOX 305103 NASHVILLE, TN 37230 USA		
Phone:	(000)000-0000		
Alt. Phone:	(480)730-2675		
Email:	LIQUORLICENSE@AZLIC.COM		

Currently, this license has pending applications.

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 305103 NASHVILLE, TN 37230 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	SMITH'S FOOD & DRUG CENTERS INC		
Contact Name:	JEFFREY MILLER		
Type:	CORPORATION		
AZ CC File Number:	F00429543	State of Incorporation:	OH
Incorporation Date:	04/20/1989		
Correspondence Address:	PO BOX 305103 NASHVILLE, TN 37230 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
FRED MEYER INC	Stockholder	100.00
MONICA JEAN GARNES	VP,Pres	
DAVID RICHARD WEAKLAND	VP,CFO	
TODD ALLEN FOLEY	VP/CORPORATE CONTROLLER	
TIMMY JOSEPH PLASS	MULTI- SEE CASE NOTE	
JEFFREY CRAIG MILLER	PARTNER	
DOROTHY DANSBERRY ROBERTS	Senior paralegal	

SMITH'S FOOD & DRUG CENTERS INC - VP,CFO

Name:	DAVID RICHARD WEAKLAND
Gender:	Male
Correspondence Address:	PO BOX 305103 NASHVILLE, TN 37230 USA
Phone:	(623)907-1907
Alt. Phone:	
Email:	DAVE.WEAKLAND@FRYSFOOD.COM

SMITH'S FOOD & DRUG CENTERS INC - VP,Pres

Name:	MONICA JEAN GARNES
Gender:	Female
Correspondence Address:	PO BOX 305103 NASHVILLE, TN 37230 USA
Phone:	(623)907-1902
Alt. Phone:	
Email:	MONICA.GARNES@FRYSFOOD.COM

SMITH'S FOOD & DRUG CENTERS INC - Stockholder

Name:	FRED MEYER INC
Contact Name:	JEFFREY MILLER
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	PO BOX 305103 NASHVILLE, TN 37230 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	RHONDA@AZLIC.COM

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

May 23, 2022

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

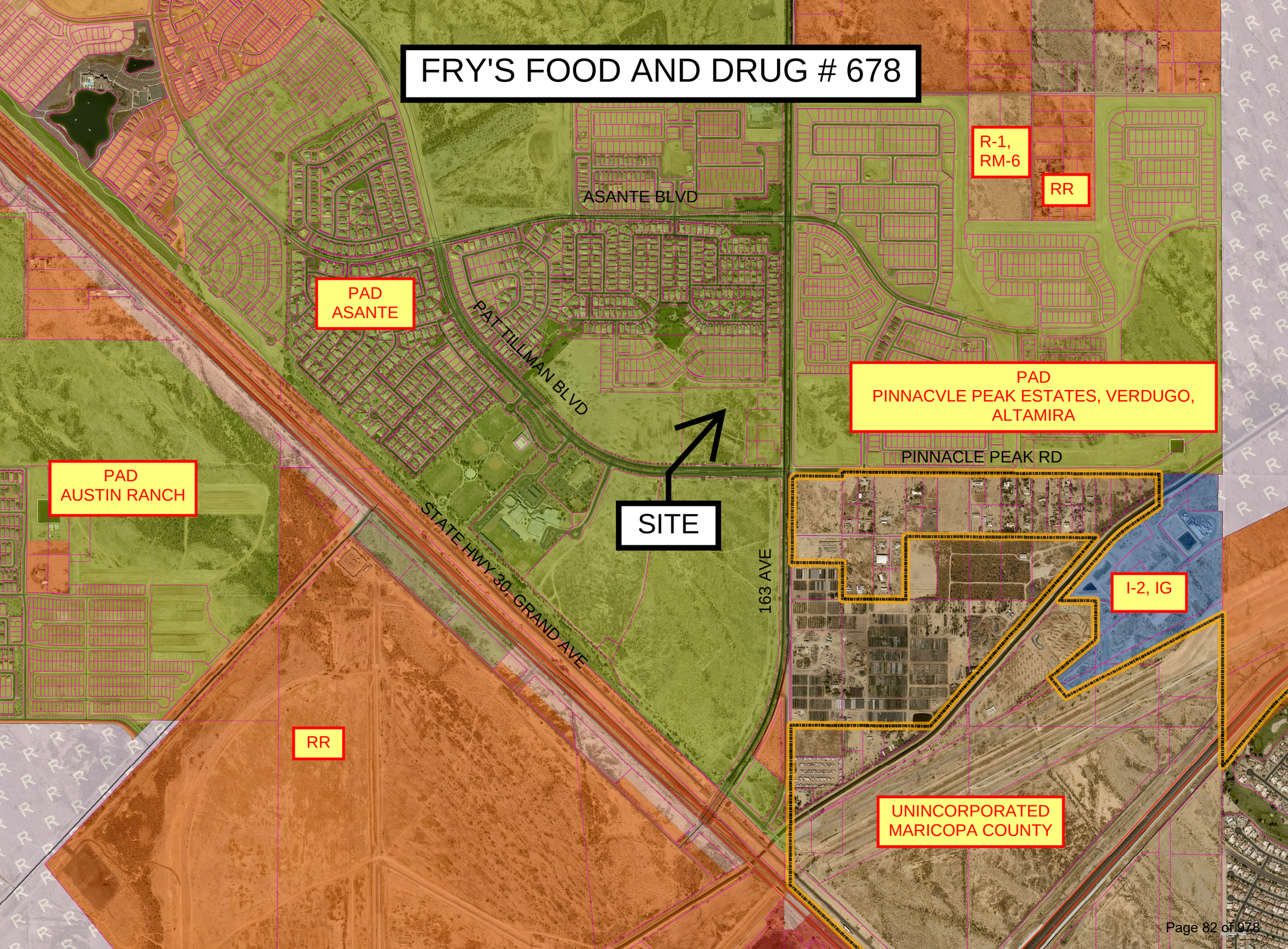
Applicant: Fry's Food and Drug #678
16400 W Pat Tillman Blvd
Surprise, AZ 85387

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. 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


FRY'S FOOD AND DRUG # 678
ASANTE BLVD
R-1,
RM-6
RR
PAD
ASANTE
PAT TILLMAN BLVD
PAD
PINNACVLE PEAK ESTATES, VERDUGO,
ALTAMIRA
PINNACLE PEAK RD
PAD
AUSTIN RANCH
SITE
STATE HWY 30, GRAND AVE
163 AVE
I-2, IG
RR
UNINCORPORATED
MARICOPA COUNTY

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

REFERENCE:

New License #09070431 June 6, 2022
Series #09
New Application

APPLICANT:

Fry's Food & Drug #678
16400 W Pat Tillman Blvd.
Surprise, Arizona 85387

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Fry's Food & Drug has been a well-established grocery store chain in Arizona for many years. This new location within the City of Surprise should have a market consisting of residents from the rapidly growing northern area of Surprise, along with patrons from north Peoria and the unincorporated regions northwest of Surprise.

2) ***Effect of vehicular traffic in close proximity.***
There are new widened roadways along 163rd Avenue north of Grand Avenue, as well as new roads in the area to help the expected increase in traffic flow.

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

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
Fry's will be the first major retail project for this area. Most Fry's store's hours around the valley do not vary by much and are usually opened from 6 AM until 11 PM every night of the week. Some stores close by 10 PM, but not later than 11 PM. The only other nearby business in the immediate area would be the Maricopa County Library across the street and it closes by 9 PM during the week.

5) ***Appropriateness of series license requested.***
The series #9 license is appropriate for Fry's Food & Drug.

Submitted by Officer C. E. Tovar #2059

SURPRISE
ARIZONA

Date: June 1, 2022

To: Sherry Aguilar, City Clerk

From: Chris Boyd, Community Development Director
By: James Stewart, Zoning Specialist

Re: Liquor License Application for:

Jeffrey Craig Miller (Agent) for
FRY'S FOOD AND DRUG # 678
16400 W. PAT TILLMAN BOULEVARD
Surprise, Arizona 85387

Series 09 (Liquor Store) – Liquor License Application #09070431

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

None

The immediate area is composed of new commercial development. The property is zoned PAD C-2 which is consistent with the proposed use.

Residential population will continue to grow. Commercial growth will continue to grow.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no effect 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.

SURPRISE
ARIZONA

MEMO

Date: 05/20/2022

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk

From: Annie Vazquez

RE: Liquor License Application – FRY'S FOOD & DRUG #678 - 16400 W PAT TILMAN BLVD

Business License Status:

☑ Application link emailed on 5/20/22 .

☐ License # , current and valid for .

☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Danielle Osborne, HSCV Administrator

Submitting Department: Human Svcs and Comm Vitality

District: District 5

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to formal deaccession of the Dreamcatcher Park bench murals.

Motion:

I move to approve the deaccessioning of the Dreamcatcher Park bench murals.

Background:

In 2015, three benches located outside of Dreamcatcher Park were approved to receive artistic treatment in the form of murals. The three benches were each completed (and subsequently restored) by three separate sets of artists; *Butterfly Bench* by Marty Wolfe depicts a number of butterflies ranging in size and style, *Koi Bench* by Susan Turner and Josie Garcia depicts three koi fish swimming in a pond; and *Desert Bench* by Margaret Lieu, Christian Rodriguez, and Kassandra Luna depicts a desert scape consisting of mountains and cacti. While the benches existed prior to their aesthetic treatment, all artists involved donated the service of painting the benches.

Over the first year after installation, the benches saw wear and tear due to normal usage. In July 2016, the Surprise Arts & Cultural Advisory Commission (SACAC) commissioned the original artists to revisit and restore their works, and applied additional layers of sealant protection to avoid further wear and tear. While the treatment helped initially, the protection began to wear off again after three years, and the paint had deteriorated further. While the art on the backrests have mostly remained intact, the seats have worsened. Through assessment by Parks & Recreation maintenance staff, it was determined that all three benches were once again in need of restoration.

At the October 4, 2021 SACAC meeting, the commission reviewed the state of the benches. The commission discerned that while two of the lead artists are still active, one artist is no longer available to perform the type of work needed to restore the art. After some discussion, the SACAC reached consensus that a variety of methods to preserve the art have proven ineffective, and that restoration of the art was not a feasible option.
At the June 6, 2022 SACAC meeting, the commission took formal action to recommend deaccession of the *Butterfly Bench*, the *Koi Bench*, and the *Desert Bench*. This item has been placed on the agenda to

seek final approval from the Surprise City Council.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community.

Policy Compliant:

This item is compliant with City and Council Poilcy.

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. City Council Request for Deaccession - Dreamcatcher Park Benches (1)

SURPRISE
ARIZONA

CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·1000

Request for Deaccession

Date: June 21, 2022

To: Mayor & City Council

From: Danielle Osborne, HSCV Administrator

CC: Arts & Cultural Advisory Commission; Seth Dyson, HSCV Director; Holly Osborn, Parks & Recreation Director; Wendy Springborn, Procurement Manager; Hobie Wingard, Assistant City Attorney

Re: Art Benches at Dreamcatcher Park

Background:

In response to the adoption of the Surprise Public Art Policies & Procedures Guide (SPAPPG), the Surprise Arts & Cultural Advisory Commission (SACAC) opted to pursue maintenance assessments on all pieces of public art in the city's inventory. Recently, three pieces in particular were presented for consideration to the SACAC by the Parks & Recreation Department: the aesthetically treated benches located outside of Dreamcatcher Park.

The three benches were each completed (and subsequently restored) by three separate sets of artists; *Butterfly Bench* by Marty Wolfe depicts a number of butterflies ranging in size and style; *Koi Bench* by Susan Turner and Josie Garcia depicts three koi fish swimming in a pond; and *Desert Bench* by Margaret Lieu, Christian Rodriguez, and Kassandra Luna depicts a desert scape consisting of mountains and cacti. While the benches existed prior to their aesthetic treatment, all artists involved donated the service of painting the benches.

Assessment:

In 2015, three benches located outside of Dreamcatcher Park were approved to receive artistic treatment in the form of murals. Over the first year after installation, the benches saw wear and tear due to normal usage. In July 2016, the SACAC commissioned the original artists to revisit and restore their works, and applied additional layers of sealant protection to avoid further wear and tear. While the treatment helped initially, the

CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·1000

protection began to wear off again after three years, and the paint has deteriorated further. While the art on the backrests have mostly remained intact, the seats have worsened. Through assessment by Parks & Recreation maintenance staff, it was determined that all three benches were once again in need of restoration.

Previous Actions:

At the October 4, 2021 SACAC meeting, the commission reviewed the state of the benches. The commission discerned that while two of the lead artists are still active, one artist is no longer available to perform the type of work needed to restore the art. After some discussion, the SACAC reached consensus that a variety of methods to preserve the art have proven ineffective, and that the restoration of the art was not a good long-term investment.

Criteria for Deaccession:

The SPAPPG process for deaccession of artwork requires a written request for deaccession review from staff. The artwork is being recommended for deaccession based on the following criteria (derived from the SPAPPG, Chapter IV, Section B):

(a) The condition or security of the artwork cannot be reasonably guaranteed.

(b) The artwork requires excessive maintenance or conservation work or has faults of design or workmanship to the extent that the repair or remedy is impractical or infeasible.

(c) The artwork has been damaged or has deteriorated beyond the point where repair is practical or feasible.

The following are additional considerations for discussion of this request:

Estimated current value: $0

Initial acquisition method and cost: The city procured a total of $62 for supplies and materials. A variety of artists donated the service of artistically treating the benches.

Deaccession Action: Due to the artistic medium and the ownership of the benches, it is not possible for artists to re-acquire the artwork. Therefore, staff recommend destruction of the artwork pursuant to the SPAPPG.

CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·1000

Next Steps:

At the June 6, 2022 SACAC meeting, the commission took formal action to recommend deaccession of the *Butterfly Bench* mural, the *Koi Bench* mural, and the *Desert Bench* mural. The request has been forwarded to the City Council for final action.

If deaccession is approved, city staff will proceed with deaccession of the piece in accordance with the SPAPPG, City Municipal Code, City Surplus Property Disposal Processes, and applicable law. Any destruction of deaccessioned works will be at City expense.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Enclave 1 & 2" and dated March, 30, 2022, a property generally located north of Happy Valley Road and east of 163rd Avenue; Case FS22-0174.

Motion:
I move to approve the Final Plat entitled, "Enclave 1 & 2" and dated March 30, 2022.

Background:
The subject request involves a Final Plat for Enclave 1 & 2 of the Paloma Creek development. The proposed Final Plat will create 39 standard lots within 9.96 gross acres for a density of 3.9 du/acre. The plat also includes 2.86 acres of open space, which equates to 28.74% of the total site.

Objective Analysis:
The subject Final Plat meets the requirements of the RM-9 PUD zoning, in addition to other requirements as set forth in the Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 3.9 DU/Ac, the proposed Final Plat is well below 8 DU/Ac.

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

Budget Impact:
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-0174 Enclave I II Final Plat - Staff Report 062122 CC
2. 01 - FS22-0174 Enclave I & II Final Plat - Vicinity Map
3. 02 - FS22-0174 Enclave I & II Final Plat - Zoning Map
4. 03 - FS22-0174 Enclave I & II Final Plat - Final Plat
5. 04 - FS22-0174 Enclave I & II Final Plat - Landscape Plans
6. 05 - FS22-0174 Enclave I & II Final Plat - Luke AFB Comments
7. FS22-0174 Enclave I & II Final Plat Presentation 062122 CC

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO CITY COUNCIL

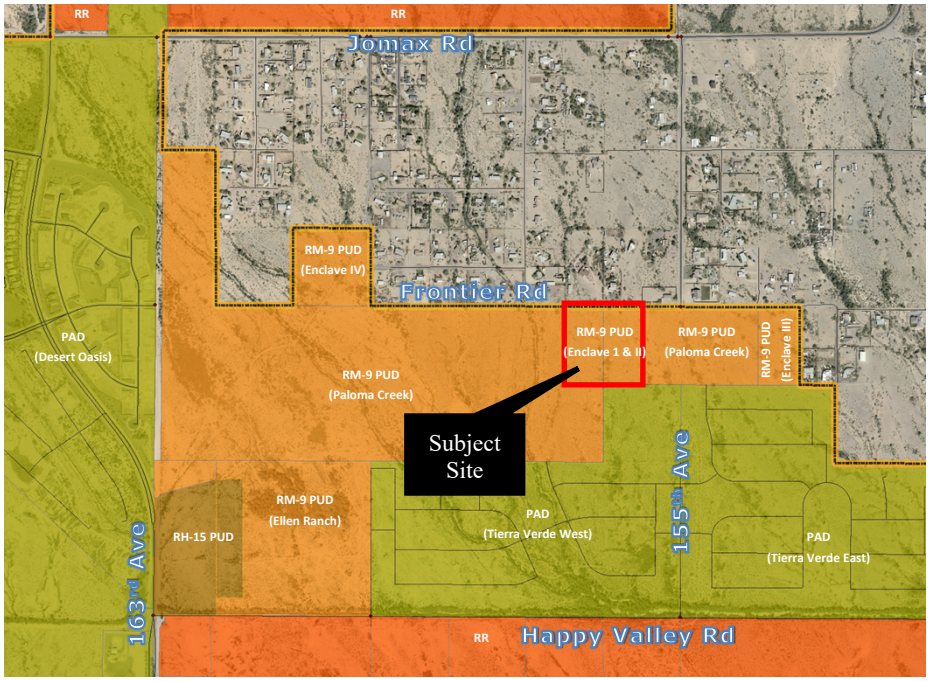
Case:	**FS22-0174**
Project Name:	Enclave I & II – Final Plat
Council District:	1 - Acacia
Meeting Date:	**June 21, 2022**
Planner:	Trever Fleetham, AICP
Owner:	Meritage Homes of Arizona, Inc.
Applicant:	EPS Group
Request:	Final Plat for a 39-lot single-family residential subdivision in the RM-9 PUD (Enclave I & II) zoning districts
Site Location:	Generally located north of Happy Valley Road and east of 163rd Avenue
Site Size:	9.96 acres (approx.)
Gross Density:	3.9 DU/Ac.
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

PROJECT DESCRIPTION:

David Hughes of EPS Group, on behalf of Meritage Homes of Arizona, Inc., seeks approval of a Final Plat covering Enclave I and Enclave II, in the Paloma Creek area. The applicant seeks to subdivide the subject property into 39 lots over approximately 10 acres, for a gross density of 3.9 DU/Ac. The proposed subdivision will integrate into the larger Paloma Creek community.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:



BACKGROUND:

September 5, 2019: The City Council approved the annexation of the subject property under case FS18-149, Ordinance # 2019-07.

September 5, 2019: The City Council approved the rezoning of the Paloma Creek property under case FS18-150, Ordinance # 2019-22. Said rezoning was adjacent to but did not include the subject property.

September 5, 2019: The City Council approved the original Preliminary Plat for the Paloma Creek property under case FS18-150. Said Preliminary Plat was adjacent to but did not include the subject property.

November 17, 2020: The City Council approved the rezoning of Enclave I under case FS20-421, Ordinance # 2020-36.

March 4, 2021: The applicant discussed the proposed development during a regularly scheduled Concept Review meeting under CR21-050.

April 6, 2021: The applicant filed a Preliminary Plat for Enclave I & II under case FS21-262.

May 18, 2021: The City Council approved the rezoning of Enclave II under case FS20-718, Ordinance # 2021-04.

December 7, 2021: The City Council approved the Preliminary Plat for Enclave I & II under case FS21-262.

January 24, 2022: The applicant filed a Final Plat for Enclave I & II, the subject case, under case FS22-0174.

ANALYSIS AND DISCUSSION:

The subject plat will create 39 single-family residential lots within 9.96 gross acres. The lots will be in accordance with the approved zoning for Enclave I and Enclave II, as well as the approved Preliminary Plat, and transition in size to be larger along the northern boundary. Three tracts are included in the subject Final Plat, encompassing approximately 2.86 acres for landscaping and open space. There is also 1.66 acres of right-of-way proposed within the subject plat.

Primary access to the subject site will be via Honeysuckle Drive, which will extend from 155th Avenue through Phase 4 of Paloma Creek. Honeysuckle Drive will continue in a westerly direction providing access to the balance of Phase 4. Additional access to the subject site will occur from El Cortez Place to the south.

Utility and Services Table:

Water:	City of Surprise.
Wastewater:	City of Surprise
School District:	Dysart Unified

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

Reviewing Agencies:

The request was routed to internal and external agencies, who indicated no objections to the request.

Summary:

The subject Final Plat meets the requirements of the RM-9 PUD (Enclave I & II) zoning districts, in addition to other applicable requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

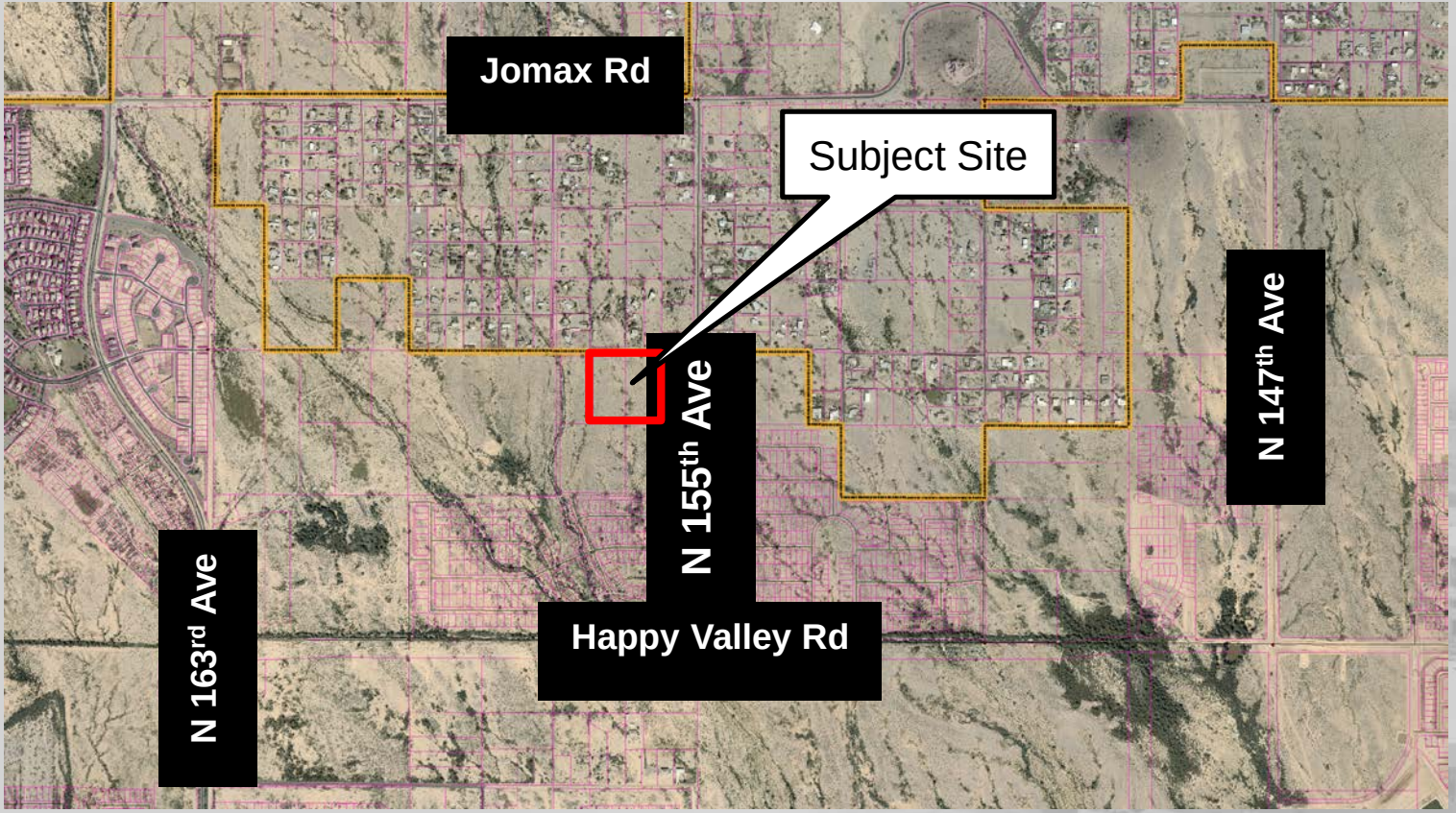
Findings:

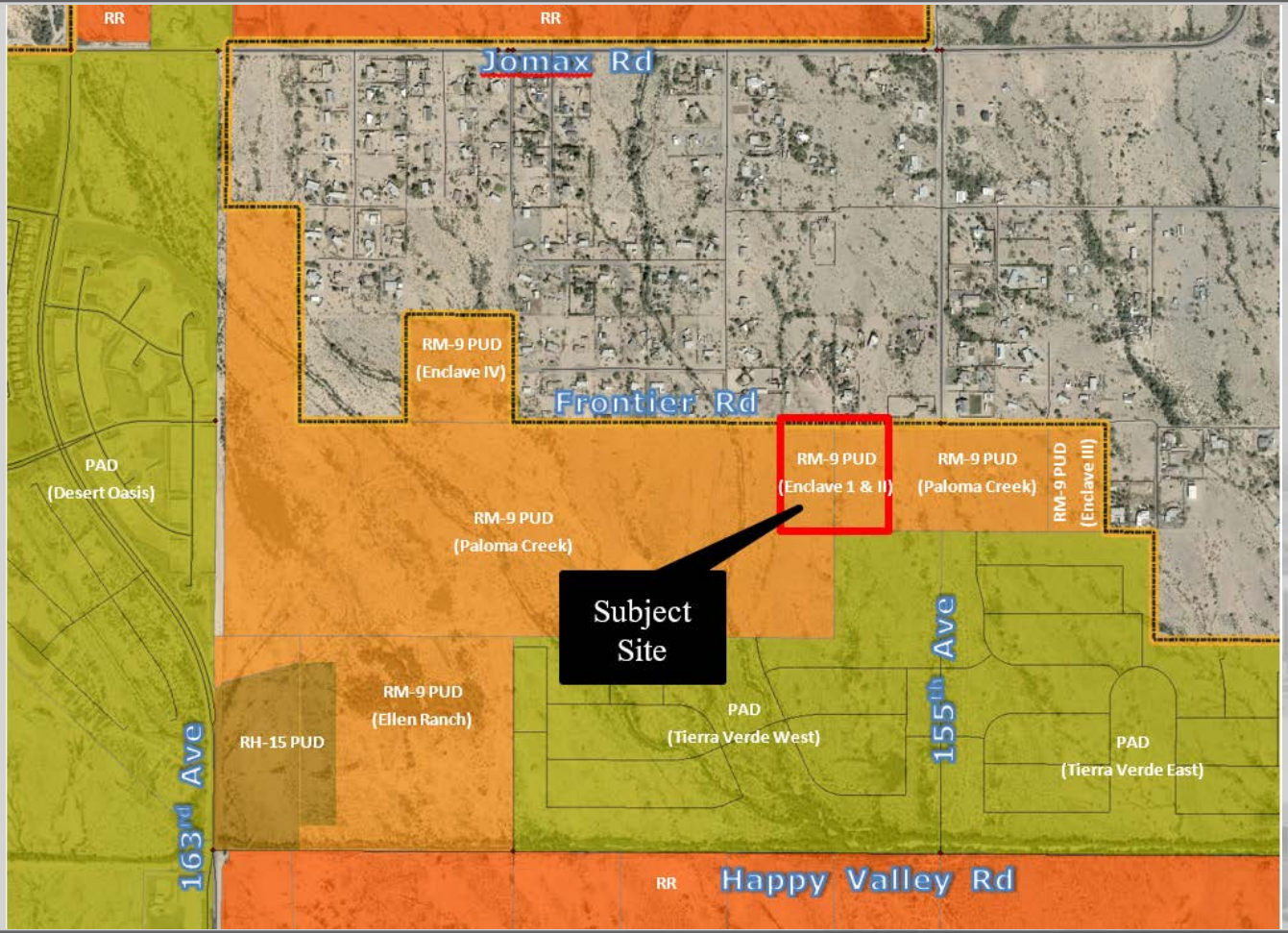
- The proposed Final Plat is consistent with the RM-9 PUD (Enclave I and Enclave II) zoning districts.
- The proposed Final Plat is consistent with applicable City of Surprise regulations.
- The proposed Final Plat is in substantial conformance with the Preliminary Plat approved under case FS21-262.
- The reviewing agencies have indicated no objections to the request.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Landscape Plans
05 Luke AFB Comments

FS22-0174 VICINITY MAP





FS22-0174 ZONING MAP

FINAL PLAT

Enclave 1 & 2

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, "OWNER", HAS SUBDIVIDED UNDER THE NAME "ENCLAVE 1 & 2", A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "ENCLAVE 1 & 2" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

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

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

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

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

OWNER HEREBY GRANTS TO THE 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.

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

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON 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 AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN IN 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.

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

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

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

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT ENCLAVE COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "ENCLAVE 1 & 2" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, ENCLAVE COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF_____, 20_____.

ENCLAVE COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

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

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

GENERAL NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2120L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS (#4751 AND 14710, WHEN APPLICABLE.
5. 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.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED UNDER PS21-262.
8. ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASES PS20-421 AND PS20-718, OR AS SUBSEQUENTLY AMENDED

BASIS OF BEARING

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS MEASURED AND RECORDED IN BOOK 1025, PAGE 39 OF MARICOPA COUNTY RECORDS.

BEARING: NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

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

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 INDEMNITY MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

AVIGATION EASEMENT

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION DOES HEREBY GRANT BARGAIN SELL AND CONVEY UNTO GRANTEE ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA 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 LUKE AIR FORCE BASE GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDE GRANTEES USE OF THIS AVIGATION EASEMENT.

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION,

BY:_____ DATE:_____

OWNER / DEVELOPER

MERITAGE HOMES OF ARIZONA INC.
8800 EAST RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
CONTACT: TROY HILL

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: DANIEL AUKER, PE

SHEET INDEX

1 COVER SHEET
2 LEGAL DESCRIPTION, LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE AND FINAL PLAT PLAN SHEETS

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

ZONING

THE ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASE PS18-150, OR AS SUBSEQUENTLY AMENDED.

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 1-39 (39 LOTS)	236,849	5.4373
TRACTS A - C	124,741	2.8637
RIGHT OF WAY	72,480	1.6639
GROSS AREA	434,070	9.9649

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____, 20____.

_____ _____
MAYOR DATE

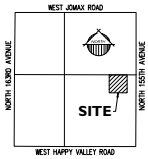
ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND S. MUNOZ III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2021; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RAYMOND S. MUNOZ III, RLS 53960
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 3/19/2021
DATE REVISED: 3/14/2022



SECTION 6
T.4 N., R.1 W.

VICINITY MAP
NOT TO SCALE

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201 | P:480.833.2790
www.epsgroupinc.com

EPS GROUP

Enclave 1 & 2
SURPRISE, ARIZONA
FINAL PLAT

Project:

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNOZ III
53960
Date: 3/14/22

Job No.
16-400.4
FP01

Sheet No.
1
of 2

FS 22-0174

Mar 14, 2022 - 4:33pm G:\Projects\2016\16-400\Land Survey\Design\Final Plats\Enclave 1 & 2 Final Plat\16-400.4 Enclave 1 & 2 Plat.dwg
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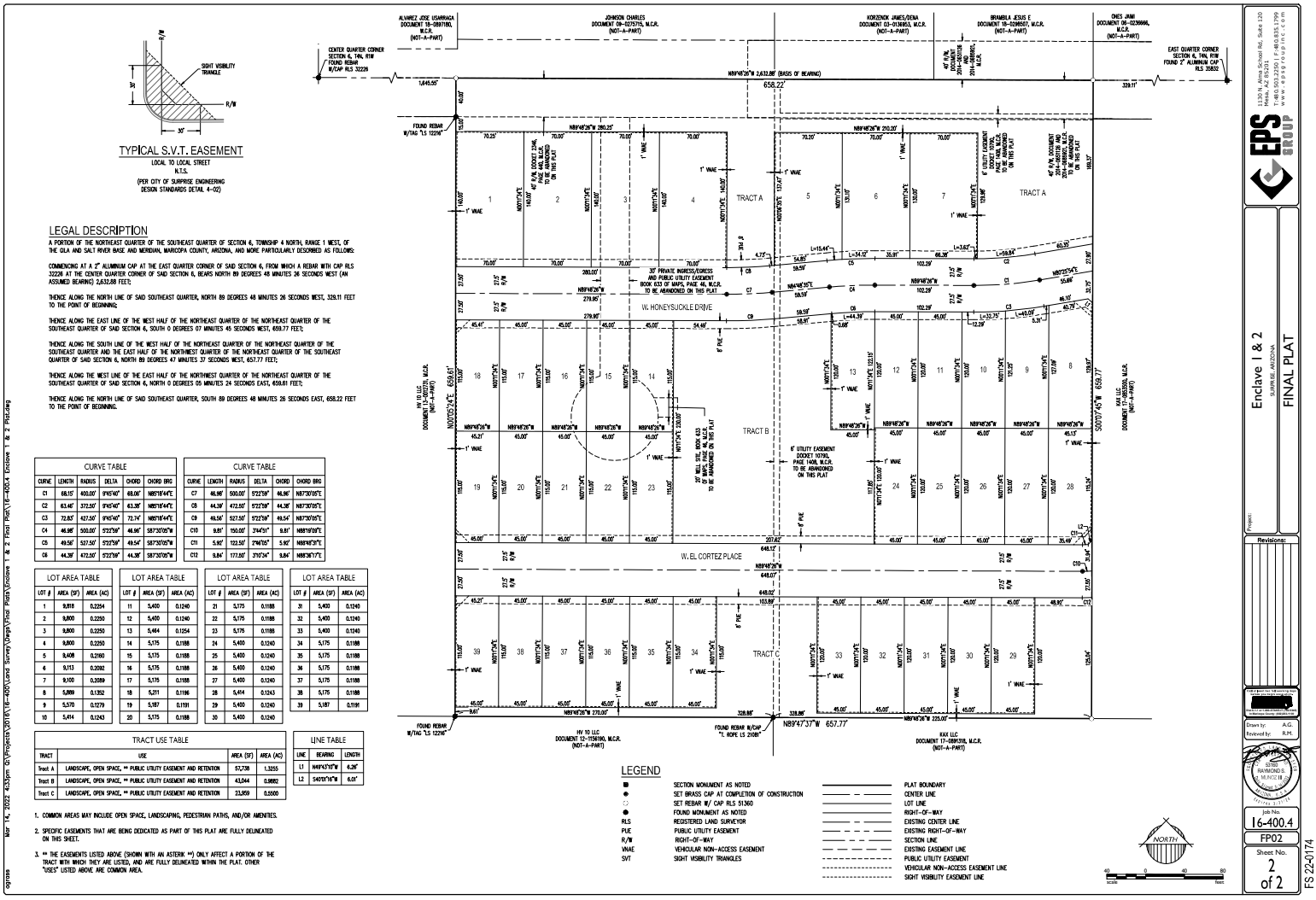

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	68.15'	400.00'	9°45'40"	68.06'	N85°16'44"E
C2	63.46'	372.50'	9°45'40"	63.38'	N85°16'44"E
C3	72.83'	427.50'	9°45'40"	72.74'	N85°16'44"E
C4	46.98'	500.00'	5°23'09"	46.96'	S87°30'05"W
C5	49.56'	527.50'	5°23'09"	49.54'	S87°30'05"W
C6	44.38'	472.50'	5°23'09"	44.36'	S87°30'05"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C7	46.98'	500.00'	5°23'09"	46.96'	N87°30'05"E
C8	44.38'	472.50'	5°23'09"	44.36'	N87°30'05"E
C9	49.56'	527.50'	5°23'09"	49.54'	N87°30'05"E
C10	9.81'	150.00'	3°44'51"	9.81'	N88°18'08"E
C11	5.90'	122.50'	2°46'05"	5.90'	N88°48'31"E
C12	9.84'	177.50'	3°10'34"	9.84'	N88°36'17"E

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	9,818	0.2254
2	9,800	0.2250
3	9,800	0.2250
4	9,800	0.2250
5	9,408	0.2160
6	9,113	0.2092
7	9,100	0.2089
8	5,899	0.1352
9	5,570	0.1279
10	5,414	0.1243

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
11	5,400	0.1240
12	5,400	0.1240
13	5,464	0.1254
14	5,175	0.1188
15	5,175	0.1188
16	5,175	0.1188
17	5,175	0.1188
18	5,211	0.1196
19	5,187	0.1191
20	5,175	0.1188

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
21	5,175	0.1188
22	5,175	0.1188
23	5,175	0.1188
24	5,400	0.1240
25	5,400	0.1240
26	5,400	0.1240
27	5,400	0.1240
28	5,414	0.1243
29	5,400	0.1240
30	5,400	0.1240

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
31	5,400	0.1240
32	5,400	0.1240
33	5,400	0.1240
34	5,175	0.1188
35	5,175	0.1188
36	5,175	0.1188
37	5,175	0.1188
38	5,175	0.1188
39	5,187	0.1191

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND RETENTION	57,738	1.3255
Tract B	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND RETENTION	43,044	0.9882
Tract C	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND RETENTION	23,959	0.5500

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°43'10"W	6.26'
L2	S40°01'16"W	6.01'

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THIS SHEET.
3. ** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERIK **) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. OTHER "USES" LISTED ABOVE ARE COMMON AREA.

1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P.480.833.3790
www.epsgroupinc.com
EPS GROUP

Enclave 1 & 2
SURPRISE, ARIZONA
FINAL PLAT

Project:
Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNCIE
EXPIRES 3-31-24

Job No. 16-400.4
FP02
Sheet No. 2 of 2
FS 22-0174

LANDSCAPE NOTES:

1. PRIOR TO BIDDING, THE LANDSCAPE CONTRACTOR SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK (IF REQUIRED).
2. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR AND AN OWNER'S REPRESENTATIVE SHALL INSPECT THE SITE AND DOCUMENT ANY DAMAGE TO SIDEWALKS, CURBS OR OTHER HARDSCAPES. ALL AREAS TO BE RE-INSPECTED UPON FINAL WALK THROUGH AND ANY DAMAGED AREAS TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. LANDSCAPE CONTRACTOR TO RENEW ALL RELATED ENGINEERING, ARCHITECTURAL AND DRAINAGE PLANS AND COORDINATE WITH THE APPROPRIATE CONTRACTOR ON ANY ITEMS WITH OVERLAPPING SCOPE. ANY DISCREPANCIES BETWEEN THE LANDSCAPE PLAN AND ANY OTHER CONSULTANT PLANS MUST BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. PRIOR TO CONSTRUCTION, ANY CLARIFICATIONS OR DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE CONDITIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
5. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-782-5348.
6. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
7. ALL QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR, PLANS TAKE PRECEDENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD ESTIMATE ALL DECOMPOSED GRANITE QUANTITIES.
8. THE LANDSCAPE CONTRACTOR SHALL WARRANTY ALL HARDSCAPES, IRRIGATION COMPONENTS AND TREES FOR A PERIOD OF 1 YEAR. SHRUBS, ACCENTS AND GROUND COVERS SHALL CARRY A 90 DAY WARRANTY.
9. ALL PLANTS MUST BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED IN ADEQUATE OR NOT MEETING NURSERYMAN STANDARDS.
10. DUE TO SEASONAL PLANT MATERIAL AVAILABILITY, ALL ALTERNATES AND/OR SUBSTITUTIONS ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT, OWNER OR JURISDICTION.
11. PLANTS TO BE LOCATED AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.
12. LANDSCAPE CONTRACTOR TO CONTACT THE G.C. OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF PRE-EMERGENT FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.
13. PREPARED BACKFILL FOR PLANTING PITS SHALL BE 4 PARTS NATIVE SOIL TO 1 PART NITROGEN STABILIZED MULCH. MIX MULCH AND SOIL BACKFILL THOROUGHLY TO CREATE BACKFILL PRIOR TO PLACING IN PIT.
14. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION 795. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
15. PROVIDE THE G.C. AND/OR OWNER A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND BE RAKED UNIFORMLY ALONG WALLS, SIDEWALKS, AND CURBS.
16. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE OWNER.

IRRIGATION NOTES:

1. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS TO COORDINATE ALL SLEEVING LOCATIONS WITH THE GENERAL CONTRACTOR AND/OR PAVING CONTRACTOR TO ENSURE THAT ALL SLEEVES ARE INSTALLED PRIOR TO PAVING. VERIFY ANY EXISTING SLEEVES THAT MAY HAVE BEEN PREVIOUSLY INSTALLED.
2. PRIOR TO CONSTRUCTION, VERIFY STATIC WATER PRESSURE. CONTACT LANDSCAPE ARCHITECT IF STATIC PRESSURE IS NOT ADEQUATE FOR LISTED DESIGN PRESSURE ON THE IRRIGATION PLANS.
3. MAINTAIN IRRIGATION AS-BUILTS THROUGHOUT INSTALLATION. AS-BUILT SET TO BE TURNED OVER TO OWNER PRIOR TO ACCEPTANCE OF THE IRRIGATION INSTALL.
4. VACUUM BREAKER/BACKFLOW PREVENTION DEVICE TO BE ASSEMBLED PER LOCAL JURISDICTIONAL STANDARDS AND DETAILS.
5. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLER LOCATIONS. ALL ELECTRICAL WORK TO BE PER MANUFACTURER'S SPECIFICATIONS AND PER LOCAL CODE.
6. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS- ALL LINES AND EQUIPMENT ARE SCHEMATIC.
7. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURERS SPECIFICATIONS. ALL DEVIATIONS FROM DRAWINGS OR MATERIALS USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND OR LANDSCAPE ARCHITECT.
8. USE COMMON TRENCHES WHERE POSSIBLE. SEE DETAILS FOR TRENCHING AND MINIMUM IRRIGATION PIPE BURY DEPTHS.
9. CONTROLLER WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES & SHRUB LINES. AT LEAST THREE EXTRA CONTROL WIRES TO BE RUN TO THE FARTHEST VALVE LOCATION OF THE SYSTEM.
10. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES.
11. AN 18 GAUGE TRACER WIRE OF A DIFFERENT COLOR THAN THE CONTROL WIRES SHALL BE INSTALLED WITH ALL MAINLINES.
12. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. ALL BOXES TO BE PLACED IN INCONSPICUOUS LOCATIONS AS POSSIBLE. AVOID INSTALLING VALVE BOXES AT THE BOTTOM OF ANY RETENTION AREAS WHERE PONDING IS POSSIBLE.
13. ALL PEA GRAVEL IN VALVE BOXES TO BE CLEANED FROM TOP OF VALVE SO THAT VALVE IS COMPLETE VISIBLE, LIP OF VALVE BOX IS ALSO TO BE FREE OF DEBRIS.
14. EMITTERS TO BE PLACED ON THE UPHILL SIDE OF THE PLANTS. ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOT-BALL.
15. CONTRACTOR TO CAP OFF ALL IRRIGATION AT PHASING LIMITS AS REQUIRED, AND MARK APPROPRIATELY FOR EASY LOCATION UPON FUTURE EXPANSION.
16. PRIOR TO OWNERS APPROVAL, AN IRRIGATION "TUNE-UP" MUST BE PERFORMED AS FOLLOWS:
    A. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS (AS-BUILTS PER #2 ABOVE).
    B. IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS CORRESPONDING TO MARKED LABELS ON TOP OF VALVE BOXES. THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF CONTROLLER.
    C. ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH "Y" STRAINER, AND WORKING AWAY FROM PRESSURE REGULATOR.
    D. ALL IRRIGATION SPRAY HEADS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS/RADIUS ADJUSTED TO ACHIEVE 100% COVERAGE, AVOID OVER-SPRAY ONTO ALL WALKS, CURBS, WALLS, EXISTING STRUCTURES OR ANOTHER OTHER HARDSCAPE AREA. ADJUST ALL HEADS/ROTORS TO PROPER HEIGHTS AND VERTICAL ALIGNMENT.
    E. ENSURE THAT NO CONTROL WIRE WAS DAMAGED DURING CONSTRUCTION AND THAT ALL VALVES ARE ELECTRONICALLY OPERABLE BY THE CONTROLLER.
    F. AUDIT ENTIRE SYSTEM FOR LEAKS OR DAMAGE DURING CONSTRUCTION.

CITY OF SURPRISE GENERAL NOTES

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF PLANS AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
3. ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSED ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPE AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
5. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM ANY BUILDINGS IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE OF LANDSCAPE AREAS SHALL BE 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OF GRASS SEED/SOD.
6. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE SEPARATE PERMIT.
7. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02. TREES, SHRUBS, AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES PER SURPRISE EDS DETAIL 4-01.
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.

SPECIAL NOTES:

1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE EDS STD. 6-14 WHEN TREES ARE WITHIN 3' OF SIDEWALKS, CURBS, PAVEMENT OR WALLS.
2. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR AN APPROVED EQUIVALENT BY THE OWNER/LANDSCAPE ARCHITECT.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB. LOCAL STREETS WILL HAVE A MINIMUM OF ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/OR GROUND COVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE. HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE WILL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUND COVER PLANTS.
4. TREE SPECIES PERMITTED WITHIN THE R.O.W.:
   - 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 CHINENSIS)
   - MESQUITE THORNLESS (CHILEAN) *
   - IRONWOOD (OLNEYA TESOTA) *
   - PALO VERDE (PARKINSONIA ACULEATA/FLORIDA) *
   - PALO VERDE 'DESERT MUSEUM' *
   * ONLY IN MEDIANS AND APPROVED ON A CASE-BY CASE BASIS
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES.
6. DEVELOPER RESERVES THE RIGHT TO REPLACE ANY TREE, OUTSIDE OF THE R.O.W., WITH A SALVAGED TREE OF EQUAL OR GREATER SIZE THAN WHAT IS SPECIFIED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING, PER CITY OF SURPRISE EDS STD. 8.2(5).
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS CHAPTER 8.

SHEET INDEX

L0.1	COVER SHEET
L1.1-1.4	PLANTING PLAN
L2.1-2.4	IRRIGATION PLAN
L3.1	WALL PLAN
L4.1	HARDSCAPE DETAILS
L4.2	LANDSCAPE DETAILS
L4.3	IRRIGATION DETAILS

IRRIGATION DEMANDS

1. AREA OF TURF LANDSCAPE	-	21,118 SQ.FT.
2. AREA OF NON-TURF LANDSCAPE	-	89,796 SQ.FT.
3. TURF PEAK SEASON DEMAND (GPD)	-	4,909 (GPD)
4. NON-TURF PEAK SEASON DEMAND (GPD)	-	2,577 (GPD)
5. ANNUAL TOTAL DEMAND (GPY)	-	1,181,604 (GPY)

DEVELOPER

MERITAGE HOMES
8800 E. RAINTREE DR., STE. 300
SCOTTSDALE, AZ 85260
(480) 515-8164
CONTACT: TROY HILL
troy.hill@meritagehomes.com

ENGINEER

EPS GROUP
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PHOENIX, AZ 85027
(480) 503-2250 EXT. 1054
CONTACT: CHANDRA McCARTY, PE
chandra.mccarty@epsgroupinc.com

LANDSCAPE ARCHITECT

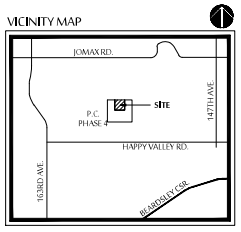
MCGOUGH ADAMSON
535 E. MCKELLIPS RD., STE.131
MESA, AZ 85203
(602) 997-9093
CONTACT: NICK ADAMSON, RLA
nicka@mg-az.com

PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	ACACIA ANEURA - MULGA TREE	21	24" BOX	STANDARD
	ACACIA SALICINA - WILLOW ACACIA *	5	24" BOX	STANDARD
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW *	12	24" BOX	STANDARD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE	35	24" BOX	STANDARD
	PISTACIA LENTISCUS - MASTIC TREE	6	24" BOX	STANDARD
	PROSOPIS HYBRID 'AZT' - AZT THORNLESS MESQUITE	17	24" BOX	STANDARD
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK *	5	24" BOX	STANDARD
SHRUBS				
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER	68	5 GAL	CAN FULL
	DODONAEA VISCOSA - HOP BUSH	80	5 GAL	CAN FULL
	ENCELIA FARINOSA - BRITTLEBUSH	22	5 GAL	CAN FULL
	EREMOPHILA HYGROPHANA - BLUE BELLS	45	5 GAL	CAN FULL
	JUSTICIA CALIFORNICA - CHUPAROSA	22	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	36	5 GAL	CAN FULL
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE	68	5 GAL	CAN FULL
	SIMMONDSIA CHINENSIS - JOJOBA	48	5 GAL	CAN FULL
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	13	5 GAL	5 GAL
	ASCLEPIAS SUBULATA - DESERT MILKWEED	12	5 GAL	5 GAL
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS	41	5 GAL	5 GAL
	DASYLIRION WHEELERI - DESERT SPOON	30	5 GAL	5 GAL
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA	69	5 GAL	5 GAL
GROUND COVERS				
	ACACIA REDOLENS - TRAILING ACACIA	12	5 GAL	5 GAL
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE	74	5 GAL	5 GAL
	BAILEYA MULTIRADIATA - DESERT MARIGOLD	41	5 GAL	5 GAL
	LANTANA MONTEVIDENSIS - PURPLE TRAILING LANTANA	17	5 GAL	5 GAL
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH. COLOR TO BE 'PALOMINO GOLD' BY KILAUEA CRUSHERS.		89,796 SQ.FT.	
	MID-IRON BERMUDA TURF		21,118 SQ.FT.	

* INDICATES R.O.W. APPROVED TREE.

VICINITY MAP



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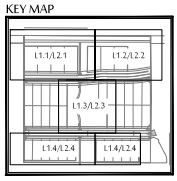

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Registered Landscape Architect
NICHOLAS ADAMSON
2018
Expires 03-31-2023

COVER SHEET
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25000 N. 163RD AVE.
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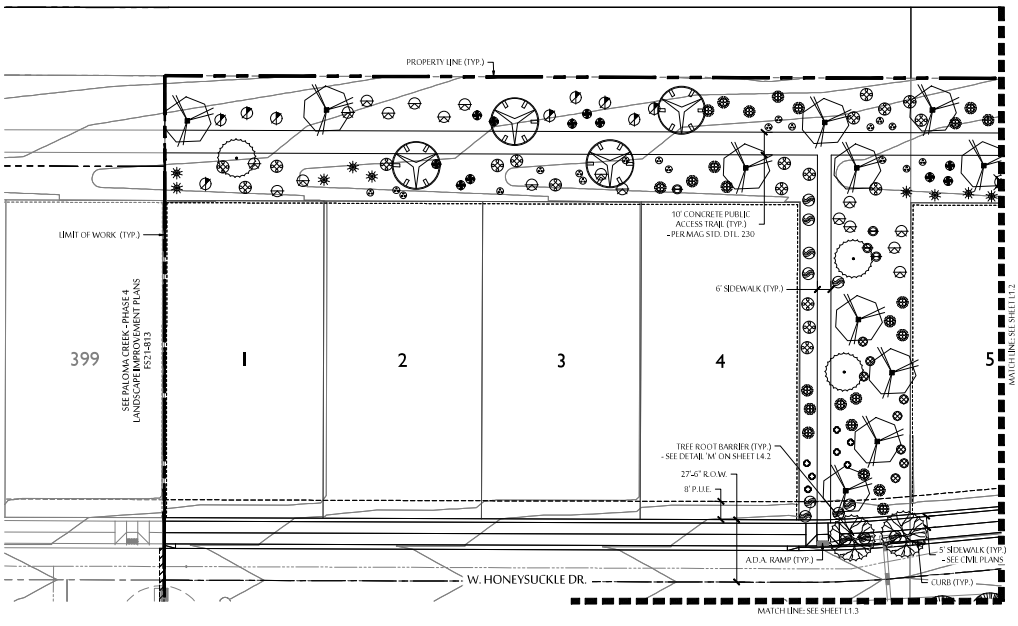

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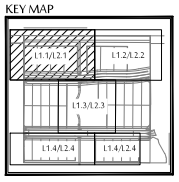

SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

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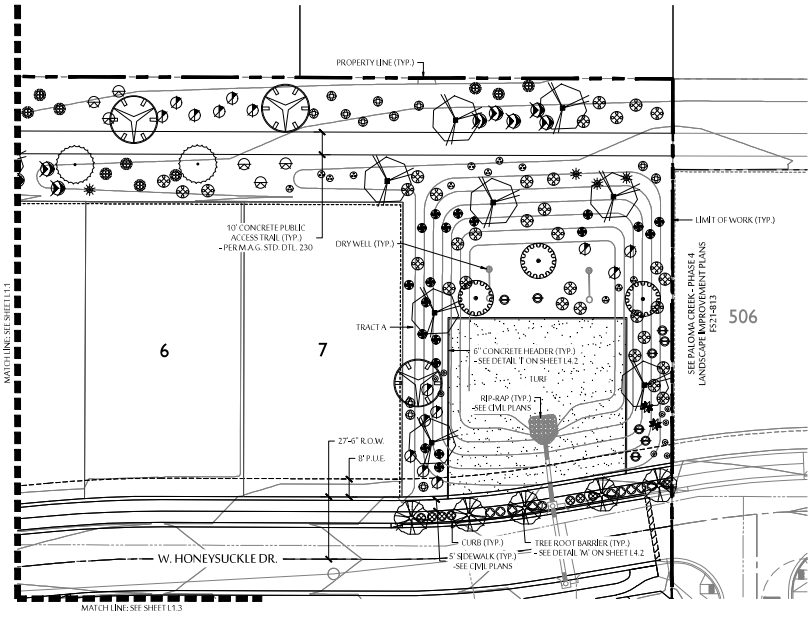

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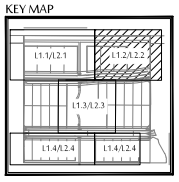

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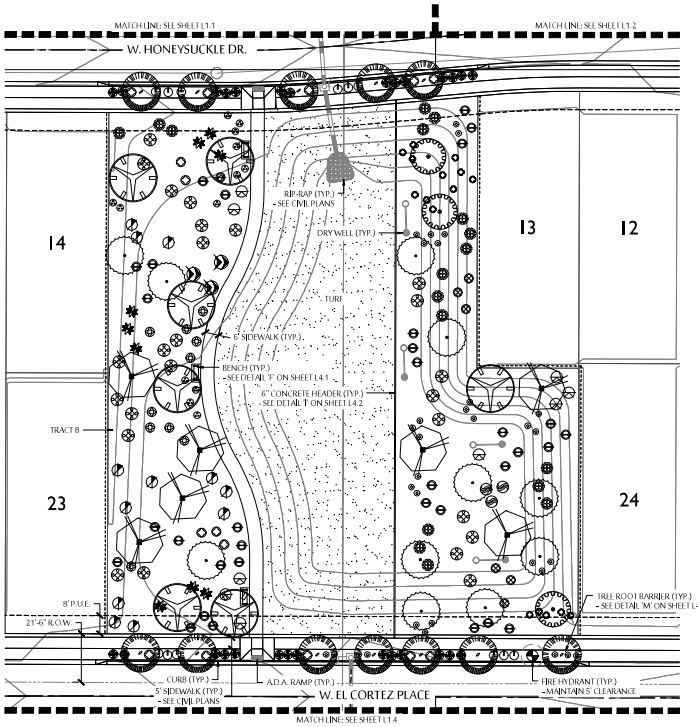

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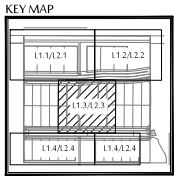

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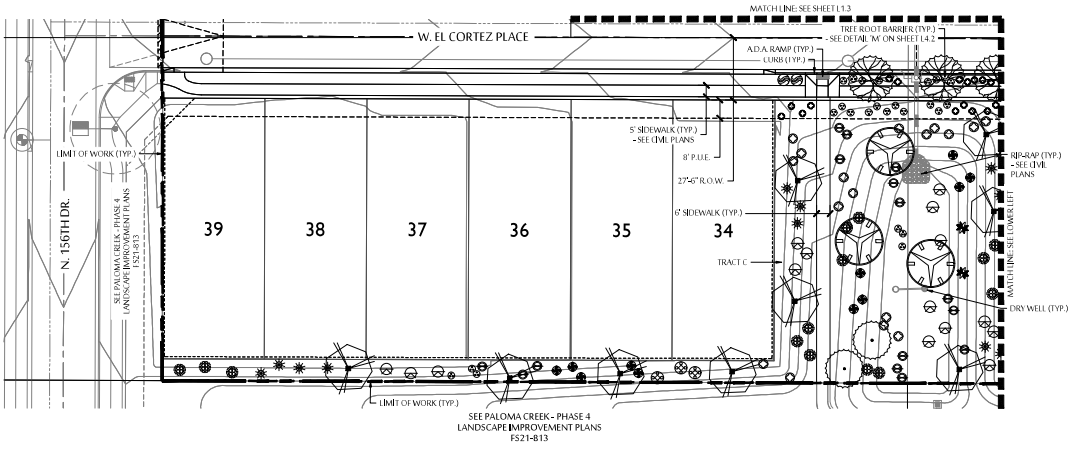
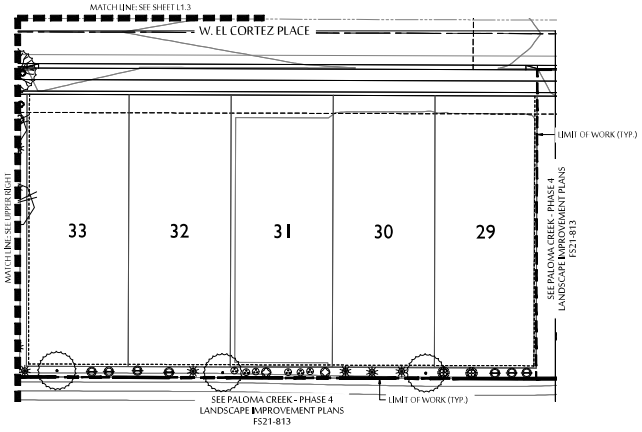
CASE NUMBER:	FS22-0174

SHEET NO.
L1.3

4 OF 13



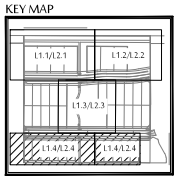


PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA TREE
	ACACIA SALICINA - WILLOW ACACIA *
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW *
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PISTACIA LENTISCUS - MASTIC TREE
	PROSOPIS HYBRID 'AZT' - AZT THORNLESS MESQUITE
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK *
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER
	DODONAEA VISCOSA - HOP BUSH
	ENCELIA FARINOSA - BRITTLEBUSH
	EREMOPHILA HYGROPHANA - BLUE BELLS
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - PURPLE TRAILING LANTANA
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH. COLOR TO BE 'PALOMINO GOLD' BY KILAUEA CRUSHERS.
	MID-IRON BERMUDA TURF

*INDICATES R.O.W. APPROVED TREE.

KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

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Expires 03-31-2023

PLANTING PLAN

PALOMA CREEK - ENCLAVE 1 & 2

25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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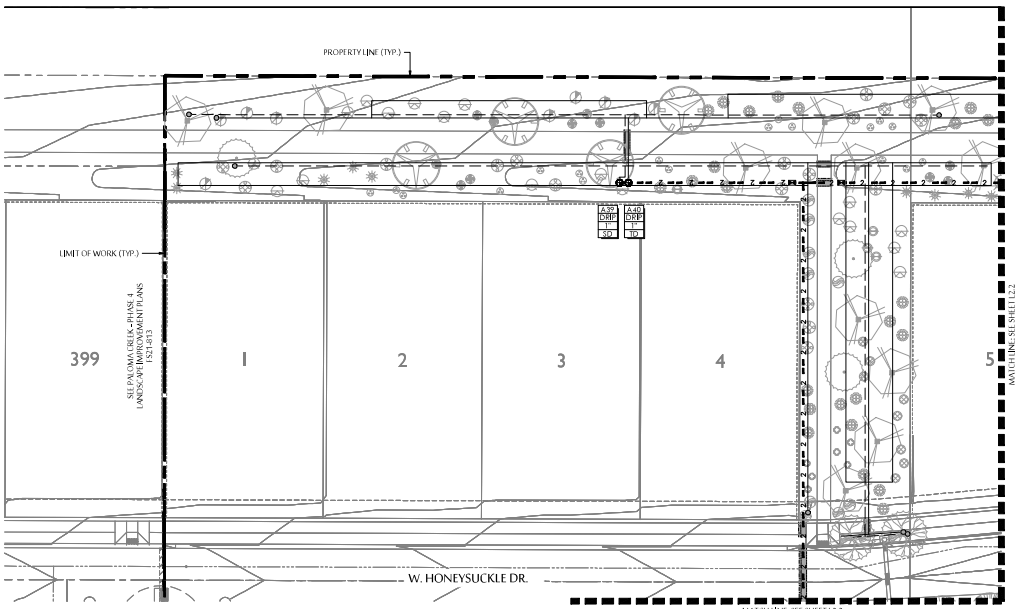

IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - INSTALLED AS PART OF PALOMA CREEK - PHASE 4 LANDSCAPE IMPROVEMENTS. (FS21-813)
	BACKFLOW PREVENTOR - INSTALLED AS PART OF PALOMA CREEK - PHASE 4 LANDSCAPE IMPROVEMENTS. (FS21-813)
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———	PVC LATERAL (SHRUBS, ACCENTS, GROUNDCOVERS). CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
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	FLUSH VALVE ASSEMBLY.
	SCHEDULE SCH 40 PVC SLEEVE. SEE SLEEVING SCH.
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SEE SHEET L4.3 FOR ALL IRRIGATION DETAILS

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EMITTER SCHEDULE

TREES: ALL TREES TO RECEIVE (2) RAINBIRD RWS TUBES. EACH TUBE TO BE SET UP AS SPECIFIED BELOW:
- USE RWS-B-C, 4" DIAMETER X 36" DEPTH TUBES.
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POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD RD1800 SAM SERIES HEADS - RD-04-S-P45-F.
USE RAINBIRD R-VAN18 NOZZLES:
① ADJUSTABLE ARC/RADIUS NOZZLE ② FULL CIRCLE

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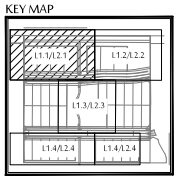
KEY MAP



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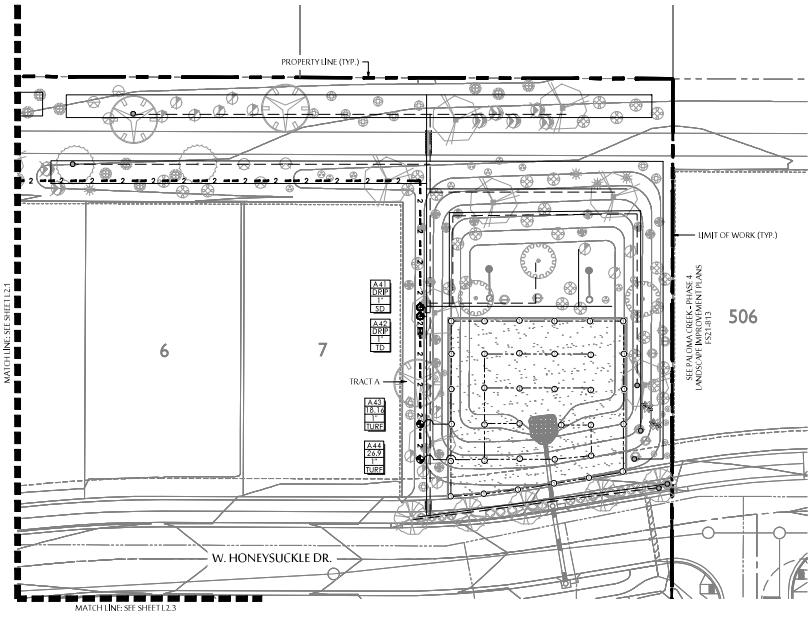

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SEE SHEET L4.3 FOR ALL IRRIGATION DETAILS

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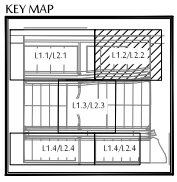

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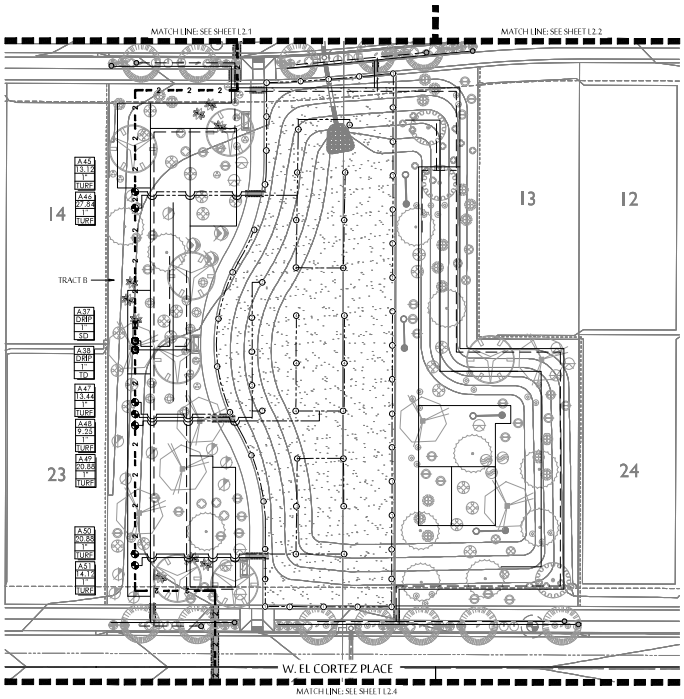

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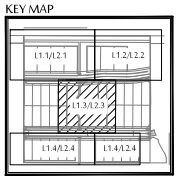

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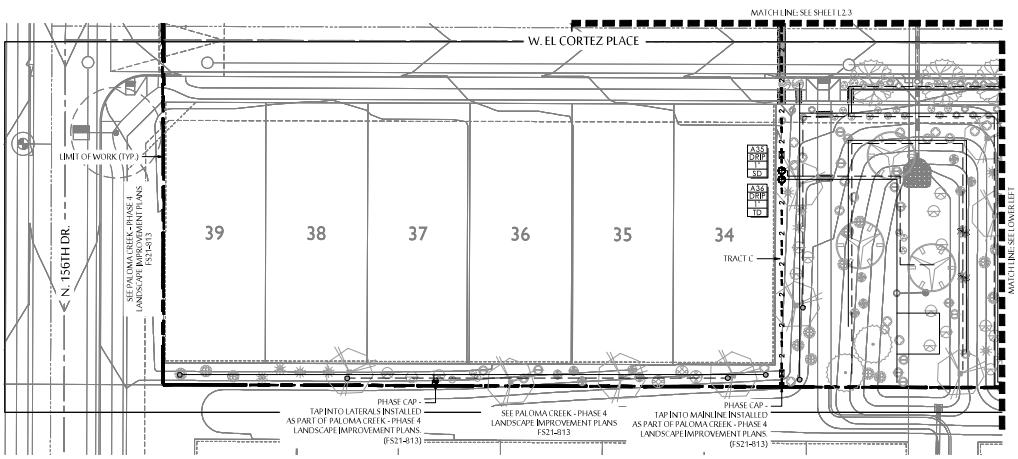

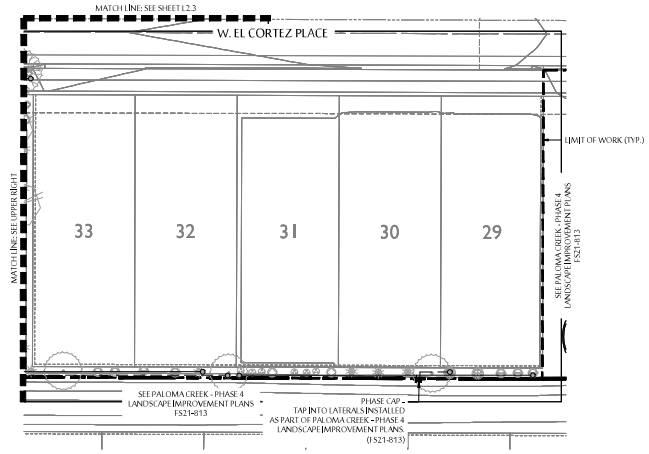

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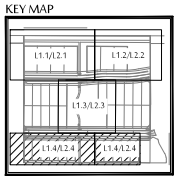

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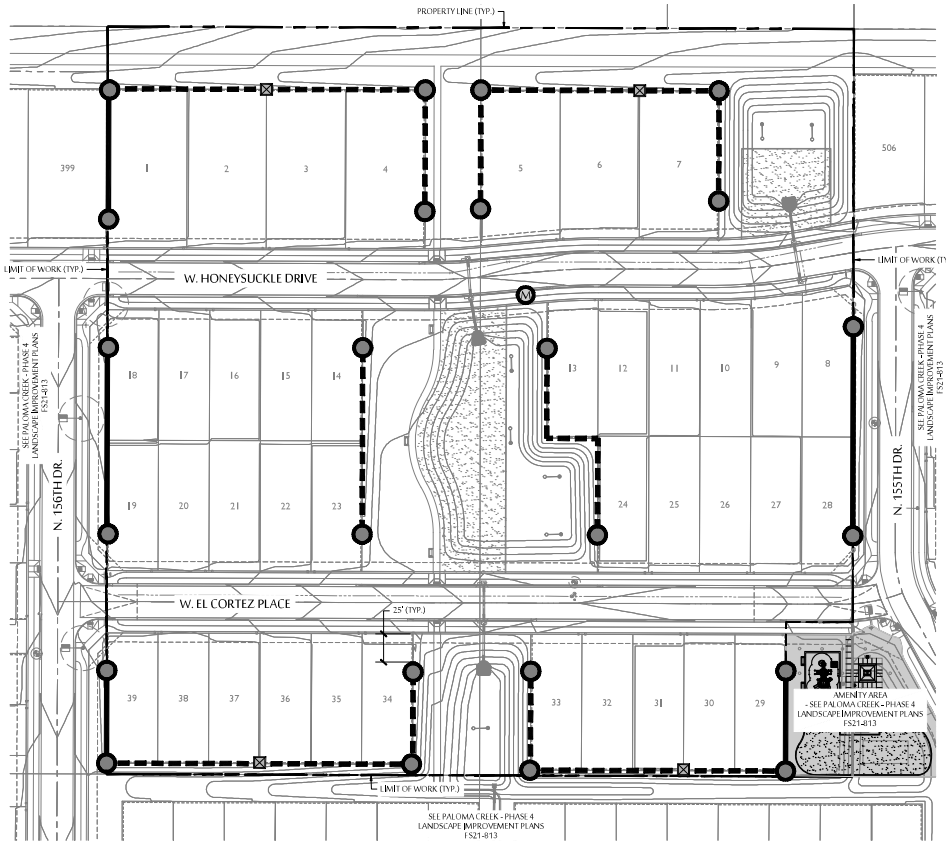

WALL PLAN LEGEND

6' HT. PRIMARY THEME WALL (= 680 LIN.FT.)
- SEE DETAIL 'A' ON SHEET L4.1

6' HT. PARTIAL MESH FENCE (= 1,952 LIN.FT.)
- SEE DETAIL 'H' ON SHEET L4.1

* NOTE: ALL HOUSING LIMIT REAR YARD WALLS NOT NOTED OR DESIGNATED ABOVE TO BE BUILDER WALLS

COMMUNITY MAILBOX CLUSTER
- SEE DETAIL 'K' ON SHEET L4.1

PROJECT THEME COLUMNS - (24) TOTAL
- SEE DETAIL 'A, C & D' ON SHEET L4.1

SECONDARY THEME COLUMNS - (4) TOTAL
- SEE DETAIL 'A, C, D & H' ON SHEET L4.1

NOTES:

1. ANY QUANTITIES SHOWN ON THIS SHEET ARE FOR CONVENIENCE ONLY. CONTRACTOR TO UTILIZE THE FINAL SITE PLAN TO VERIFY ALL QUANTITIES NECESSARY TO BID AND INSTALL WALLS, COLUMNS AND FENCING.

2. ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS ARE TO BE LOCATED OUTSIDE OF THE P.U.E., R.O.W., SIGHT VISIBILITY TRIANGLES AND FRONT YARD SETBACKS.

3. THEME COLUMNS AND/OR ENDS OF WALLS ARE TO BE 25'-0" OFF THE BACK OF THE R.O.W. SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30' OFF THE BACK OF THE R.O.W. WHERE SIGHT VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"X6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN (OR END OF WALL) TO THE BACK OF THE SIDEWALK OR STREET FRONTAGE CURB.

4. SIGN REQUIRES A SEPARATE PERMIT. DETAILS ARE FOR INFORMATION ONLY.

5. SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.

SCALE: 1"=40'-0"

0' 40' 80' 120'

NORTH

MCGOUGH ADAMSON
Landscape Architects
Land Planning
Irrigation

535 E. MCKELLIPS RD. SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-9093

Registered Landscape Architect
STATE OF ARIZONA
NICHOLAS ROBERT BOND
Expires 03-31-2023

WALL PLAN
PALOMA CREEK - ENCLAVE 1 & 2
25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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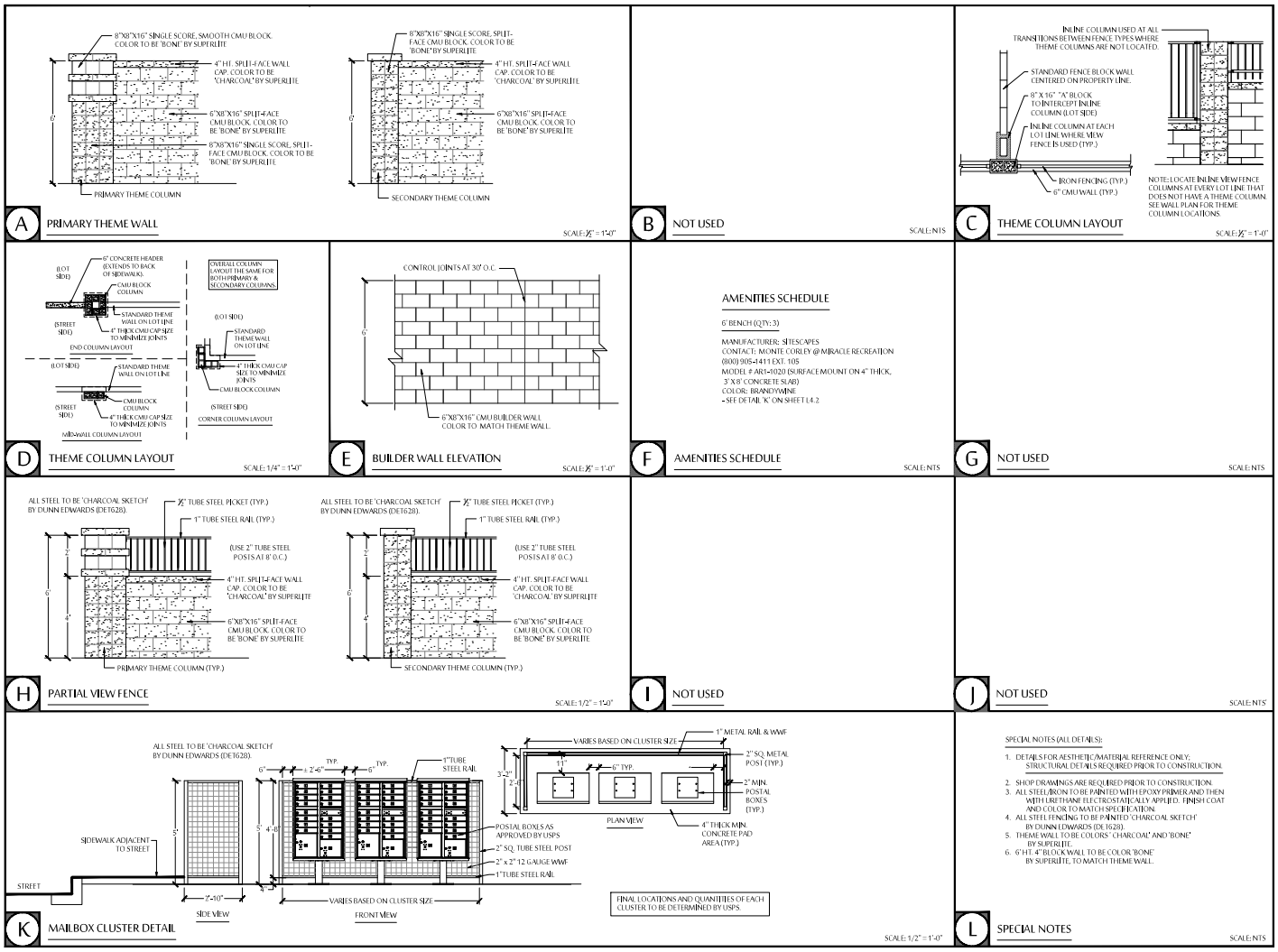
JOB NO.	21-35
DATE:	03-25-22
DRAWN BY:	MCH, BD
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS22-0174

SHEET NO.
L3.1
10 OF 13



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PHONE: (602) 997-9093

Expires 03-31-2023

HARDSCAPE DETAILS
PALOMA CREEK - ENCLAVE 1 & 2
25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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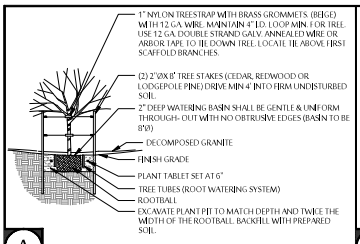
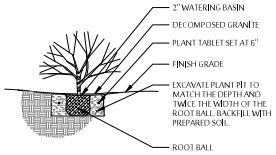
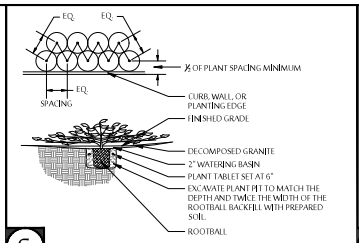
SHEET NO.
L4.1
11 OF 13



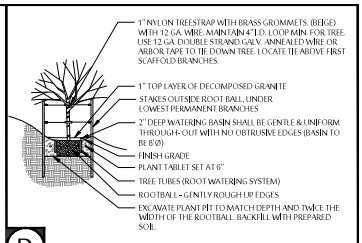
A TREE PLANTING SCALE: NTS



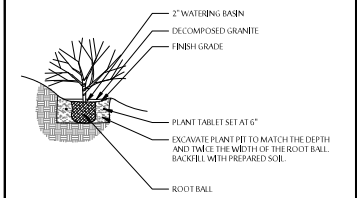
B SHRUB PLANTING SCALE: NTS



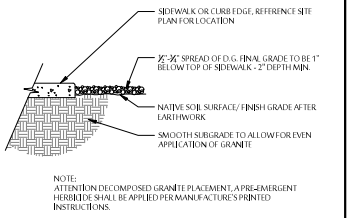
C GROUND COVER PLANTING SCALE: NTS



D TREE PLANTING ON SLOPE SCALE: NTS

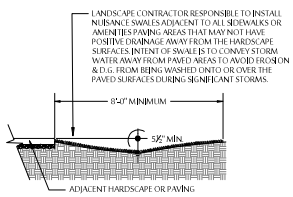


E SHRUB PLANTING ON SLOPE SCALE: NTS



NOTE:
ATTENTION DECOMPOSED GRANITE PLACEMENT, A PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURE'S PRINTED INSTRUCTIONS.

F DECOMPOSED GRANITE SCALE: NTS



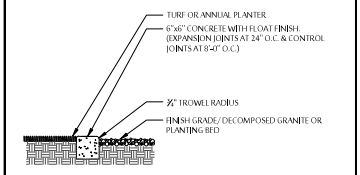
G SWALE DETAIL SCALE: NTS

PLANT TABLETS TO BE AGRIFORM 21 GRAM, 20-10-5 FERTILIZER TABLETS.

PLANT TABLET SCHEDULE FOR TREES AND SHRUBS

5 GALLON	2 TABLETS
15 GALLON	4 TABLETS
24" BOX	6 TABLETS
36" BOX	8 TABLETS
42" BOX	10 TABLETS

H PLANT TABLET SCHEDULE SCALE: NTS



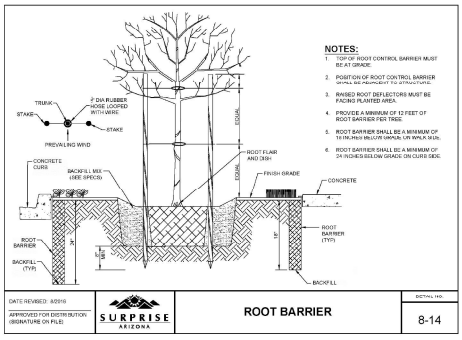
NOTE:
HEADER LAYOUT SHALL BE APPROVED BY OWNERS PREPRESENTATIVE PRIOR TO PLACING CONCRETE.

I 6" CONCRETE HEADER SCALE: NTS

TURF SOIL PREP

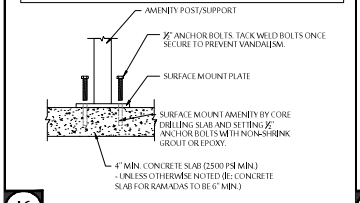
1. AFTER ROUGH GRADING, ALL LARGER ROCK TO BE REMOVED FROM THE SOIL (2" AND LARGER).
2. SUB-GRADE TO BE GENERALLY CLEANED UP AND FLAT PRIOR TO THE INSTALLATION OF 4" OF TOP SOIL.
3. TOP SOIL TO BE ROLLED FOR CONSISTENCY, BUT NOT COMPACTED.
4. MODERATELY SPRAY THE TOP SOIL WITH WATER PRIOR TO APPLICATION OF TURF GRASS.
5. INSTALL TURF GRASS PER SUPPLIERS SPECIFICATIONS.

J TURF SOIL PREPARATION SCALE: NTS



M ROOT BARRIER (C.O.S. EDS DTL 8-14) SCALE: NTS

NOTE: SEE MANUFACTURER'S RECOMMENDED ANCHOR BOLT SIZE. IF GREATER THAN ¾" BOLT, USE MANUFACTURER RECOMMENDED BOLT.



K SURFACE MOUNT SCALE: NTS

L NOT USED SCALE: NTS

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Expires 03-31-2023

LANDSCAPE DETAILS
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25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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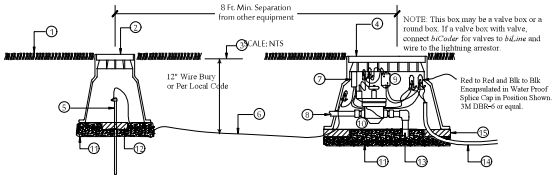
JOB NO. 21-35
DATE: 03-25-22
DRAWN BY: MCH, BD
CHECKED BY: NA

REVISIONS:

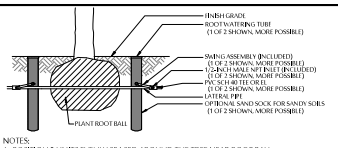
CASE NUMBER: FS22-0174

SHEET NO.
L4.2
12 OF 13



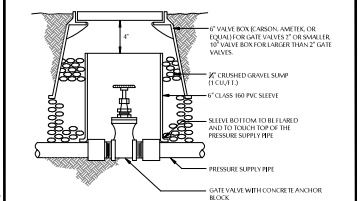
1. LAWN OR SURFACE TREATMENT
2. 6" JUNCTION BOX
3. FINISHED GRADE
4. RECTANGULAR STANDARD OR JUMBO VALVE BOX
5. 8' GROUNDING ROD INSTALL PER CODE
6. #8 AWG SOLID BARE CU WIRE OR PER LOCAL CODE
7. BASELINE LIGHTNING ARRESTOR *BL-LA01*
8. LATERAL LINE - SIZE PER PLANS
9. BASE LINE - *bi-CODER*
10. 24 VOLT REMOTE CONTROL VALVE
11. GRANULAR DRAINAGE MATERIAL - 3" MINIMUM DEPTH
12. SUPPORT BLOCK - 2 REQUIRED
13. PRESSURE LINE - SIZE AS PER PLANS
14. BASELINE *bi-LINE* - GAUGE AS PER PLAN
15. SUPPORT BLOCK AT EACH CORNER - 4 REQUIRED

A LIGHTNING ARRESTOR/GROUNDING ROD — SCALE: NTS

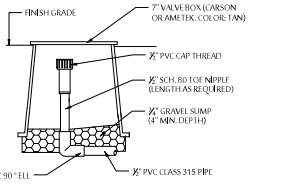


NOTES:
1. POSITION 2 UNITS EVENLY SPACED AROUND THE TREE NEAR ROOT BALL.
2. INSTALL PRODUCT WITH TOP OF TUBE EVEN WITH GROUND SURFACE.
3. WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS, ADD ¾" GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FASTER WATER INFILTRATION AND ROOT PENETRATION.
4. ONCE TUBE HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.
5. CONTRACTOR MAY ASSEMBLE TUBES FROM SCRATCH AS AN ALTERNATE USING 4" PERFORATED PIPE, 4" DRAIN PIPE CAPS, SAND SOCKS AND EMITTERS PER THE EMITTER SCH.

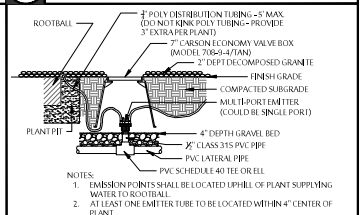
B ROOT WATERING SYSTEM — SCALE: NTS



C GATE VALVE DETAIL — SCALE: NTS

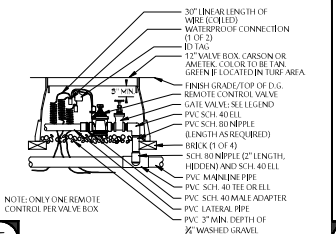


D FLUSH CAP ASSEMBLY — SCALE: NTS

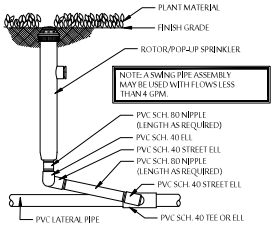


NOTES:
1. EMISSION POINTS SHALL BE LOCATED UPHILL OF PLANT SUPPLYING WATER TO ROOTBALL.
2. AT LEAST ONE EMITTER TUBE TO BE LOCATED WITHIN 4" CENTER OF PLANT.
3. SEE EMITTER SCHEDULE TO DETERMINE AMOUNT OF EMITTERS PER PLANT.

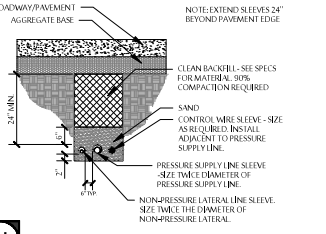
E MULTI-PORT EMITTER DETAIL — SCALE: NTS



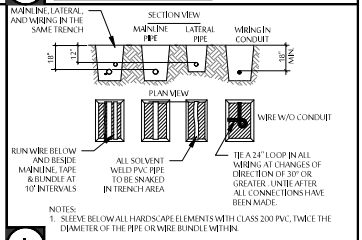
F ELECTRIC VALVE ASSEMBLY — SCALE: NTS



G TURF POP-UP/ROTOR DETAIL — SCALE: NTS



H SLEEVE INSTALLATION DETAIL — SCALE: NTS



NOTES:
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC, TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.

I TRENCHING DETAIL — SCALE: NTS

PIPE SIZE	FLOW (GPM)
¾"	0-5
1"	6-10
1-1/4"	11-15
1-1/2"	16-25
2"	26-35
2-1/2"	36-60
3"	61-80
3"	81-120
4"	121-200

ALL VALVE BOXES TO BE CARSON, AMETEK, OR EQUAL. ALL ¾" LATERAL PIPE TO BE CLASS 315. ALL LATERAL PIPE ABOVE ¾" TO BE MIN. CLASS 200. ALL MAINLINE PIPE 4" AND LARGER TO BE A MINIMUM CLASS 200 RING-TITE PIPE. MAINLINE PIPE LESS THAN 4" TO BE MINIMUM SCH. 40 PVC.

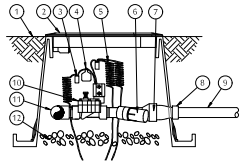
J PIPE SIZING SCHEDULE — SCALE: NTS

SLEEVING SCHEDULE

ALL PIPE SLEEVES TO BE SCH. 40 PVC AND SHALL BE INSTALLED WITH A MINIMUM OFF-SET AT THE JOINTS TO PERMIT EASY INSTALLATION AND REMOVAL OF IRRIGATION LINES. ALL PLASTIC LINES SHALL BE INSTALLED IN SLEEVES UNDER PAVED AREAS. SLEEVES SHALL EXTEND AT LEAST 12" BEYOND THE EDGES OF THE PAVEMENT. SIZE OF SLEEVES SHALL BE AS SHOWN BELOW:

PIPE SIZE	MIN. SLEEVE SIZE
¾"	2"
1", 1-1/4", 1-1/2"	3"
2", 2-1/2"	4"
3" & 4"	6"

K SLEEVING SCHEDULE — SCALE: NTS



1. FINISH GRADE
2. STANDARD VALVE BOX WITH COVER
3. WATERPROOF CONNECTION
4. VALVE ID TAG
5. 30-INCH LINEAR LENGTH OF WIRE, COILED
6. FILTER SYSTEM
7. PRESSURE REGULATOR
8. PVC SCH 40 FEMALE ADAPTOR
9. LATERAL PIPE
10. REMOTE CONTROL VALVE
11. PVC SCH 40 TEE OR ELL TO MANIFOLD
12. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

L ELECTRIC VALVE DRIP KIT ASSEMBLY — SCALE: NTS

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PHONE: (602) 997-4993

Landscape Architect — Expires 03-31-2023

IRRIGATION DETAILS
PALOMA CREEK - ENCLAVE 1 & 2
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DATE:	03-25-22
DRAWN BY:	MCH, BD
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS22-0174

SHEET NO.
L4.3
13 OF 13

From:	Lorraine Nevarez
To:	Nichole Flores
Subject:	FW: FS22-0174 Enclave 1 & 2 Final Plat - New Digital Submittal
Date:	Tuesday, February 1, 2022 12:11:38 PM
Attachments:	smime.p7s ATT00001.txt ATT00002.htm

FYI

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Tuesday, February 1, 2022 8:54 AM
To: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Subject: RE: FS22-0174 Enclave 1 & 2 Final Plat - New Digital Submittal

Lorraine,

Thank you for allowing Luke AFB to make comments on the Enclave 1 & 2 final plat application. This request is for the review and approval of the Enclave I & II Final Plat. The site is located East of 155th Ave and South of Frontier Rd in Surprise, AZ. It is located 4.5 miles outside the Luke AFB 1988 JLUS 65 DNL, "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.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. 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 the tenant about Luke AFB operations.

Respectfully,

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Sent: Monday, January 24, 2022 2:07 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Maricopa) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza - MAG <AGarza@azmag.gov>; Bob Woodring - TEMPX <Bob.Woodring@mail.maricopa.gov>; Chris Cain - MWD <chrisc@mwdaz.com>; Debbie Trasancos - MWD <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy - ADOT

<jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay O'Neill, AICP, CFM <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Peter Hughes - FCDX <PeterHughes@mail.maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>

Subject: [URL Verdict: Neutral][Non-DoD Source] FS22-0174 Enclave 1 & 2 Final Plat - New Digital Submittal

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Lorraine Nevarez
Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov
623.222.3154 **t**
623.222.3001 **f**

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0.1

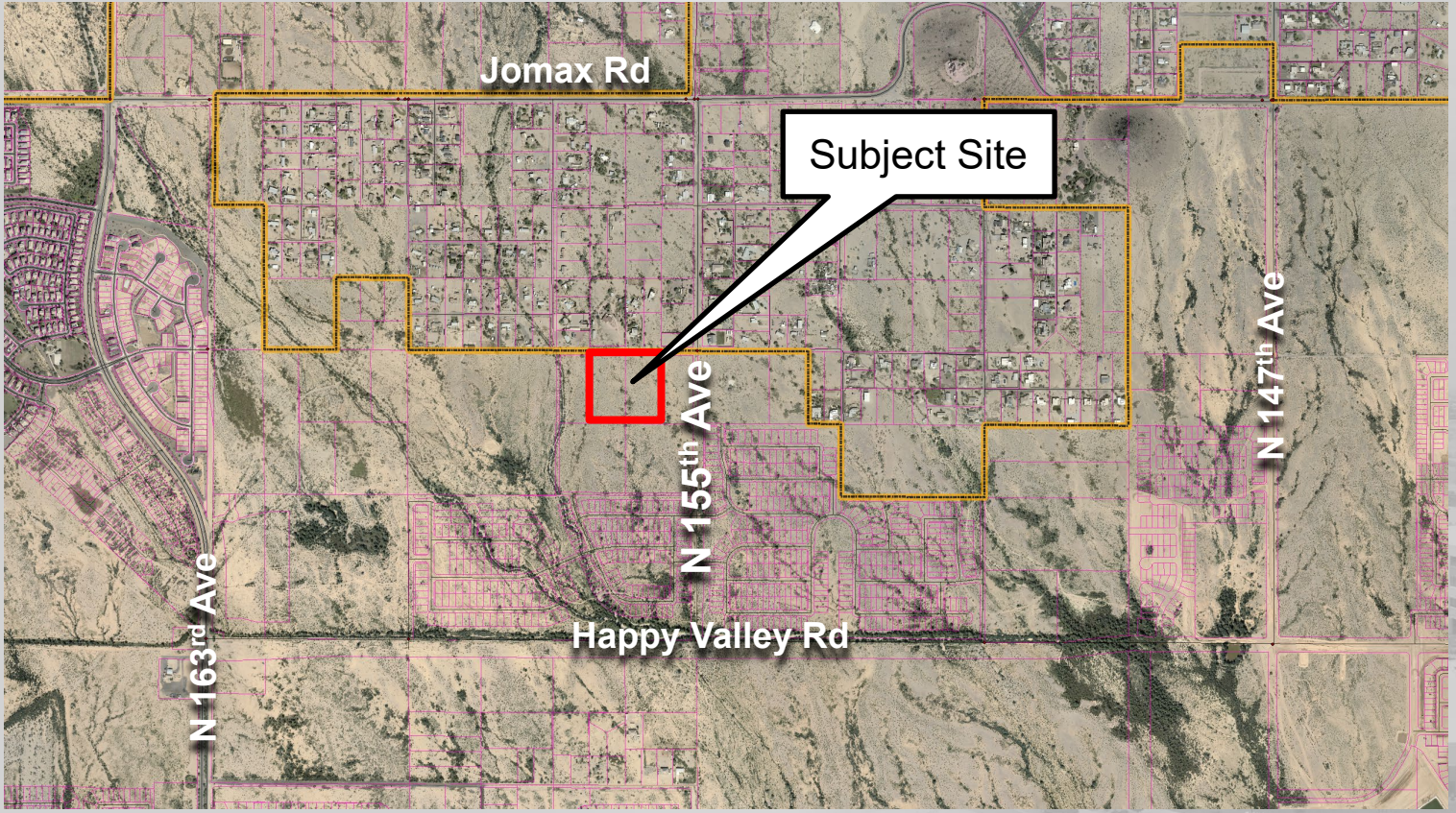
SURPRISE
ARIZONA

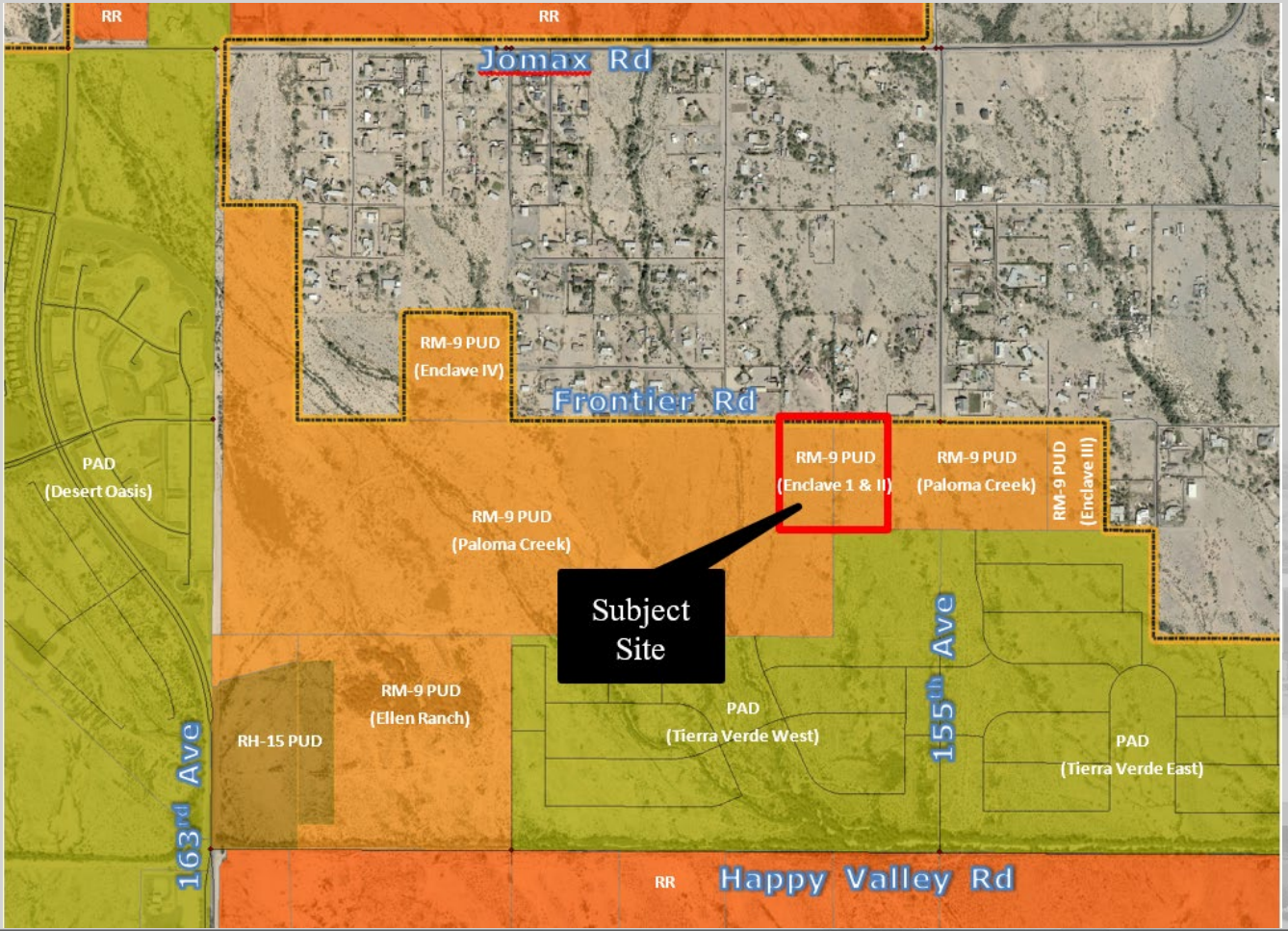
FS22-0174
Enclave I & II
Final Plat

City Council

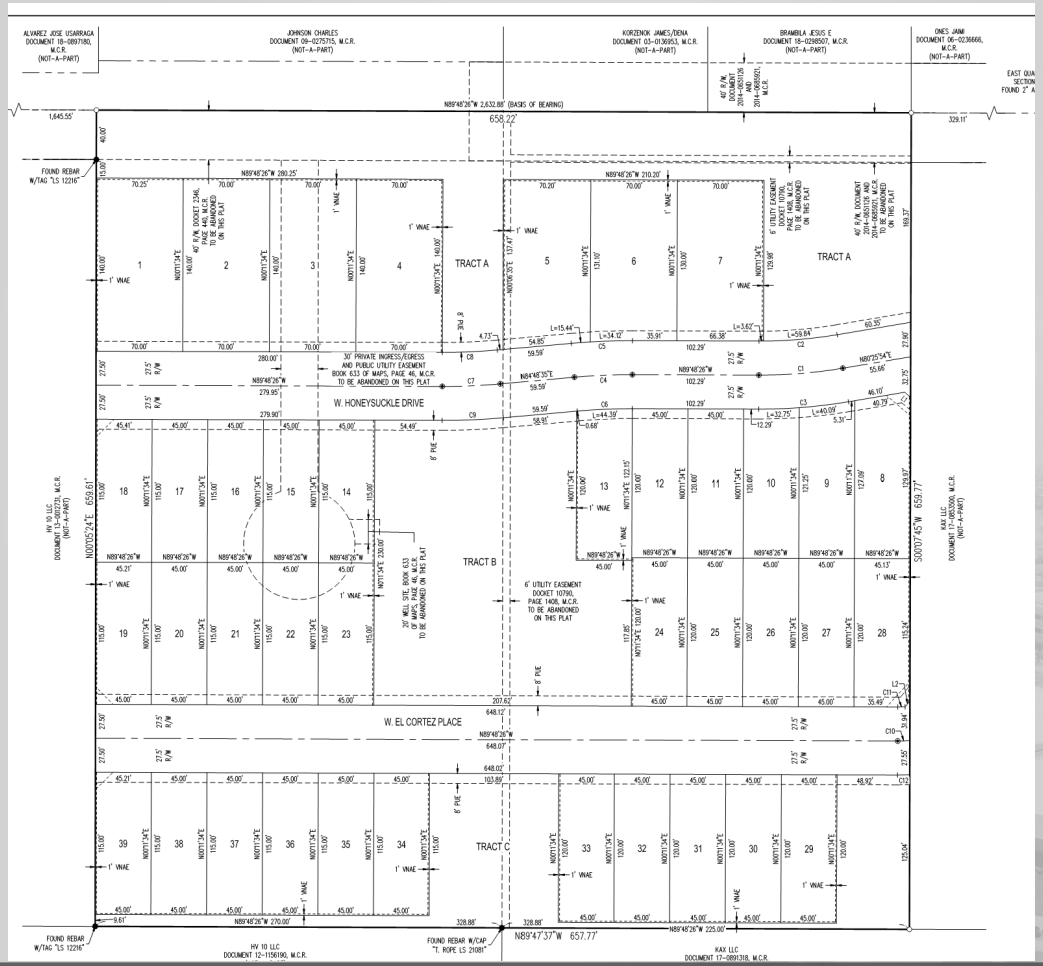
June 21, 2022

FS22-0174 VICINITY MAP





FS22-0174 ZONING MAP



FS22-0174 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Andrea Davis, DIRECTOR - FINANCE

Submitting Department: Finance

District: Internal

Staff Recommendations:

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

Agenda Wording:

Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for FY2022; Resolution #2022-54.

Motion:

I move to approve Resolution #2022-54.

Background:

A.R.S. §41-1279.07(E) requires each county, city, town and community college district to annually provide to the Arizona Auditor General the name of the Chief Fiscal Officer of the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The Arizona Auditor General has updated the requirement to include an approved resolution when submitting the name of the Chief Fiscal Officer.

Objective Analysis:

The naming of the Chief Fiscal Officer by resolution permits the City to submit the AELR report as required by the Arizona Auditor General.

Policy Compliant:

The requested approval is consistent with the financial policies to ensure timely submission of the AELR report to the Arizona Auditor General.

Financial Impact:

There is no financial impact.

Budget Impact:

There is no budgetary impact.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. RES #2022-54

RESOLUTION # 2022-54

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR THE CITY FOR THE PURPOSE OF OFFICIALLY SUBMITTING THE FISCAL YEAR 2022 ANNUAL EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

WHEREAS, A.R.S. § 41-1279.07(E) requires the governing body of each political subdivision to provide to the auditor general by July 31, each year, the name of the chief fiscal officer designated by the governing body to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

WHEREAS, the Mayor and Council of the City of Surprise, Arizona ("Surprise"), hereby designates Andrea Davis, as Surprise's Chief Fiscal Officer, to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

WHEREAS, the Mayor and Council of Surprise shall notify the auditor general of any changes of individuals designated to file the required reports; and

WHEREAS, the designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report ("AELR").

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

Section 1. Pursuant to A.R.S. § 41-1279.07(E), Andrea Davis, is hereby designated as Surprise's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2022 AELR to the Arizona Auditor General's Office on behalf of Surprise's governing body.

APPROVED AND ADOPTED this _____day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to the approval of the Final Plat entitled, "Replat of Lot 17, Beardsley Ranchitos #1" and dated January 3, 2022, a property generally located on the south side of Enoch Drive and west of 181st Drive and east of 183rd Avenue; Case FS21-694.

Motion:
I move to approve the Final Plat entitled, "Replat of Lot 17, Beardsley Ranchitos #1" and dated January 3, 2022.

Background:
The request involves a Replat of Lot 17 of the Beardsley Ranchitos #1 Final Plat. The parcel was platted in 1969 through Maricopa County, MCR 124-46. Dennis Keogh from Keogh Engineering, on behalf of Fernando Ojeda, seeks approval of a Final Plat of the subject property.

Objective Analysis:
The Replat meets all requirements of the Land Development Ordinance (LDO). All city reviewing departments have reviewed the request and expressed no concerns. Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:
This proposed Final Plat is consistent with the Surprise General Plan 2035 and the Land Development Ordinance.

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

Budget Impact:
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS21-694 Ojeda Family Home Builders Final Plat- Staff Report
2. 01 - FS21 694 Ojeda Family Builders - Vicinity Map
3. 02 - FS21-694 Ojeda Family Builders - Zoning Map
4. 03 - FS21 -694 Ojeda Family Builders - Final Plat
5. 04 - FS21-694 Ojeda Family Builders - Final Plat Exhibit
6. 05 - FS21-694 Ojeda Family Builders - Luke Letter
7. FS21-694 Ojeda Family Builders - Powerpoint

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS21-694**
Project Name:	Ojeda Family Home Builders - Final Plat
Council District:	1 - Acacia
City Council Date:	**June 21, 2022**
Planner:	Chris Sexton, Planner II

Owner:	Dennis Keogh, Keogh Engineering
Applicant:	Fernando Ojeda
Request:	A Replat of Lot 17, Beardsley Ranchitos #1
Site Location:	Generally located on the south side of Enoch Drive, west of 181st Drive and east of 183rd Avenue
Site Size:	2.36 gross acres (approx.)

Findings:

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

Alternative Actions:

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

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

Additional Information:

Dennis Keogh with Keogh Engineering, requests approval of a Replat entitled "Replat of Lot 17, Beardsley Ranchitos #1," dated January 3, 2022. The 2.36 gross acre parcel is zoned Rural Residential (RR) and is generally located on the south side of Enoch Drive, west of 181st Drive and east of 183rd Avenue.

This proposed Replat will split one (1) 2.36 acres lot into two (2) lots plus provide a 20-foot wide Public Utilities Easement (PUE) and easement for ingress/egress that is 314.07 feet in length on Parcel 1 and 10 feet in length on Parcel 2 from Enoch Drive. Additionally, one-half street of 30 feet of right-of-way (ROW) will be dedicated along Enoch Drive.

The square footage for each parcel is below:

- Parcel 1 – 1.18 acres (51,472 square feet)
- Parcel 2 – 1.18 acres (51,496 square feet)

The proposed Replat dedicates public ROW and easement as follows for each lot:

Parcel 1 – One half-street of the street dedicated ROW along Enoch Drive; 20-foot wide ingress/egress easement with a public utility easement located along the entire length of the westerly portion of the parcel.

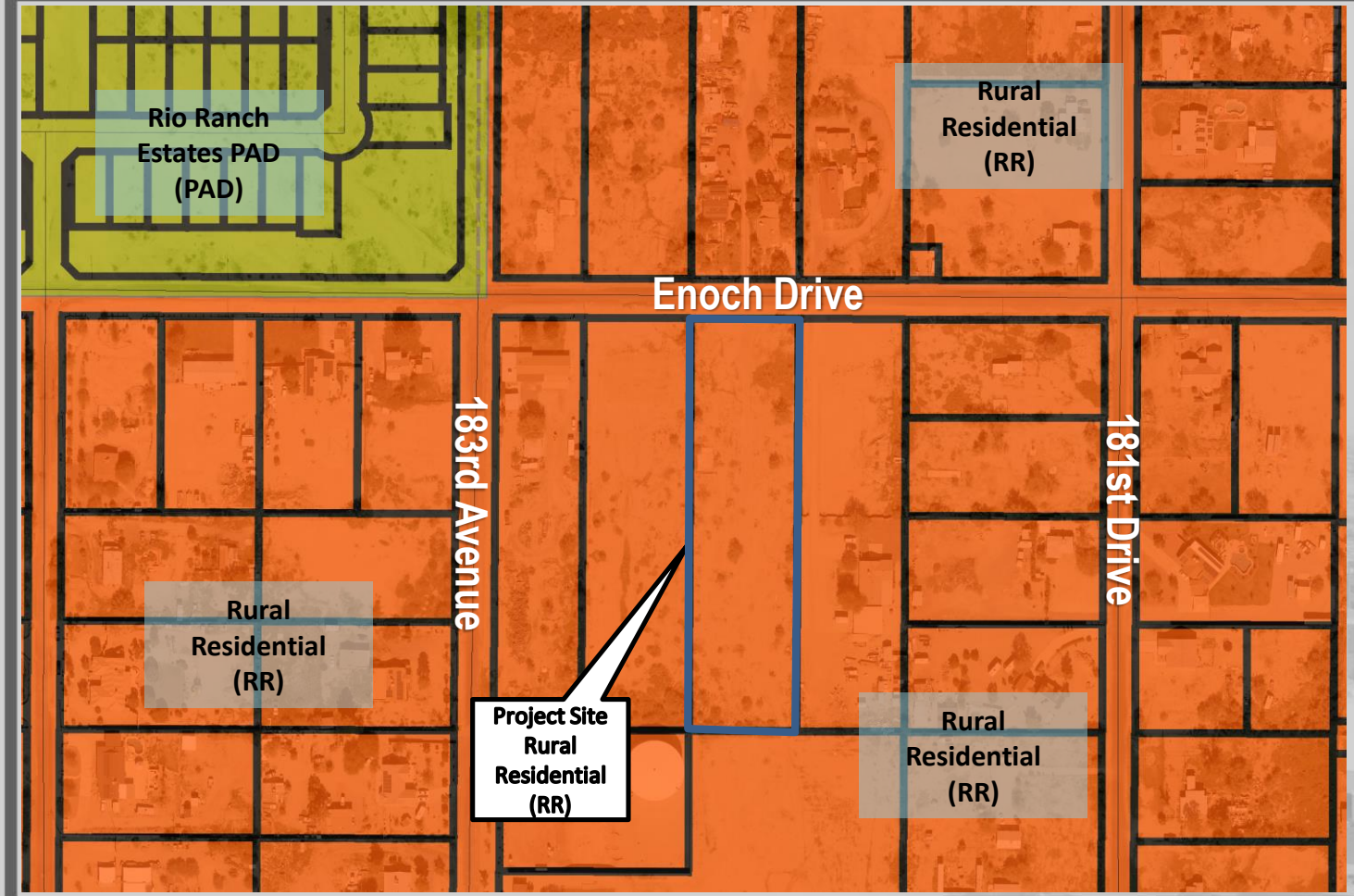
Parcel 2 - 20-foot wide ingress/egress easement with a public utility easement that is 10-feet in length located along the westerly portion of the parcel.

Attachments:

00 Staff Report
01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Final Plat Exhibit
05 Luke Letter
PPT

FS21-694 Vicinity Map

Ojeda Family Builders

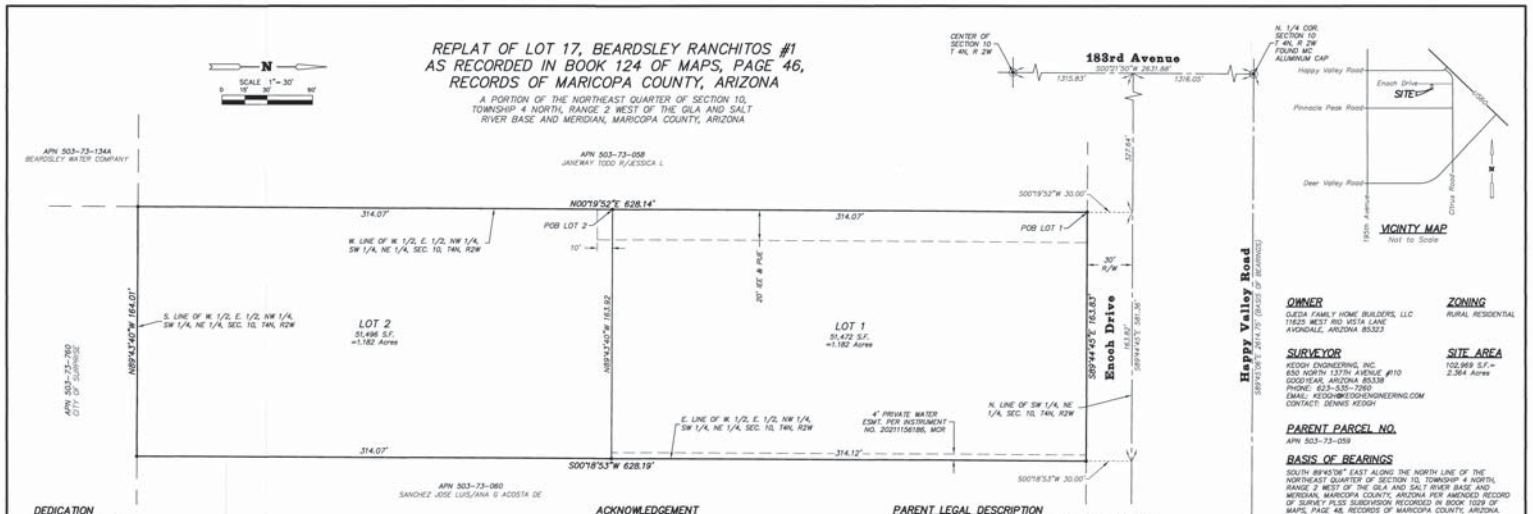


Ojeda Family Builders

FS21-694 Zoning Map

REPLAT OF LOT 17, BEARDSLEY RANCHITOS #1 AS RECORDED IN BOOK 124 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA } S.S.

KNOW ALL PERSONS BY THESE PRESENTS: OJEDA FAMILY HOME BUILDERS, LLC, A NEVADA LIMITED LIABILITY COMPANY, HAS SUBDIVIDED UNDER THE NAME MINOR LAND DIVISION, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF MINOR LAND DIVISION AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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 UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

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

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.

OJEDA FAMILY HOME BUILDERS, LLC, A NEVADA 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.

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

IN WITNESS WHEREOF, OWNERS HAS HEREUNTO CASUED THEIR NAMES TO BE SIGNED THIS _____ DAY OF _____, 2021.

BY: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT AS OWNER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____ _____
NOTARY PUBLIC EXPIRES

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2022, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

CITY OF SURPRISE COUNCIL APPROVAL APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2022.

ATTEST:

_____ _____
MAYOR DATE

_____ _____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND MINOR LAND DIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2021; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR SIGNATURE DATE
1/4/22

WASTEWATER NOTE

THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND /OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.

PARENT LEGAL DESCRIPTION

THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE NORTH 30 FEET THEREOF.

ALSO DESIGNATED AS LOT 17, BEARDSLEY RANCHITOS #1, AS RECORDED IN BOOK 124 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL 1 LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 00°21'50" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1316.05 FEET TO THE CENTERLINE OF ENOCH DRIVE; THENCE SOUTH 89°44'45" EAST ALONG THE CENTERLINE OF ENOCH DRIVE, A DISTANCE OF 327.64 FEET; THENCE SOUTH 00°19'52" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ENOCH DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 89°44'45" EAST AND ALONG THE SOUTH RIGHT OF WAY LINE OF ENOCH DRIVE, A DISTANCE OF 163.83 FEET; THENCE SOUTH 00°18'53" WEST, A DISTANCE OF 314.12 FEET; THENCE NORTH 89°43'40" WEST, A DISTANCE OF 163.92 FEET; THENCE NORTH 00°19'52" EAST, A DISTANCE OF 314.07 TO THE POINT OF BEGINNING.

PARCEL 2 LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 00°21'50" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1316.05 FEET TO THE CENTERLINE OF ENOCH DRIVE; THENCE SOUTH 89°44'45" EAST ALONG THE CENTERLINE OF ENOCH DRIVE, A DISTANCE OF 327.64 FEET; THENCE SOUTH 00°19'52" WEST, A DISTANCE OF 344.07 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 89°43'40" EAST, A DISTANCE OF 163.92 FEET; THENCE SOUTH 00°18'53" WEST, A DISTANCE OF 314.07 FEET; THENCE NORTH 89°43'40" WEST, A DISTANCE OF 164.01 FEET; THENCE NORTH 00°19'52" EAST, A DISTANCE OF 314.07 TO THE POINT OF BEGINNING.

PUBLIC NOTICE

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

FLOOD INSURANCE RATE MAP INFORMATION

COMMUNITY NUMBER	PANEL # PANEL DATE	SUFFIX	DATE OF FIRM (Index Date)	FIRM ZONE	BASE FLOOD ELEVATION (In AO Zone, Use Depth)
04013C	1205 10/16/2013	L	10/16/2013	X	N/A

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602) 263-1100

OWNER

OJEDA FAMILY HOME BUILDERS, LLC
11625 WEST RIO VISTA LANE
AVONDALE, ARIZONA 85323

ZONING

RURAL RESIDENTIAL

SURVEYOR

KEOGH ENGINEERING, INC.
650 NORTH 137TH AVENUE, #110
GOODYEAR, ARIZONA 85338
PHONE: 623-535-7260
EMAIL: KEOGH@KEOGHENGINEERING.COM
CONTACT: DENNIS KEOGH

SITE AREA

102,969 S.F.=
2.364 Acres

PARENT PARCEL NO.

APN 503-73-059

BASIS OF BEARINGS

SOUTH 89°43'06" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA PER AMENDED RECORD OF SURVEY PLSS SUBDIVISION RECORDED IN BOOK 1029 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA.

REFERENCE DOCUMENTS

1. QUITCLAIM DEED RECORDED IN DOCUMENT NO. 2005-1933220, MCR.
2. AMENDED RECORD OF SURVEY PLSS SUBDIVISION PER BOOK 1029 OF MAPS, PAGE 46, MCR.
3. PLAT OF BEARDSLEY RANCHITOS #1 PER BOOK 124 OF MAPS, PAGE 46, MCR.

LEGEND

APN	ASSESSOR'S PARCEL NUMBER
GLO	GENERAL LAND OFFICE
IEE	INGRESS AND EGRESS EASEMENT
MCR	MARICOPA COUNTY RECORDER
POB	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
⊙	SURVEY MONUMENT
•	PROPERTY BOUNDARY CORNER (SET 1/2" REBAR WITH CAP LS10846)
———	PROPERTY LINE
———	STREET CENTERLINE
— — —	ADJACENT LOT OR R/W
— — —	EASEMENT LINE

FS21-694

SHEET 1 OF 1 DATE PREPARED: 1/3/2022

PREPARED FOR:
Ojeda Family Home Builders, LLC

REGISTERED LAND SURVEYOR 10846 DENNIS FRANK KEOGH ARIZONA U.S.A.
1/4/22

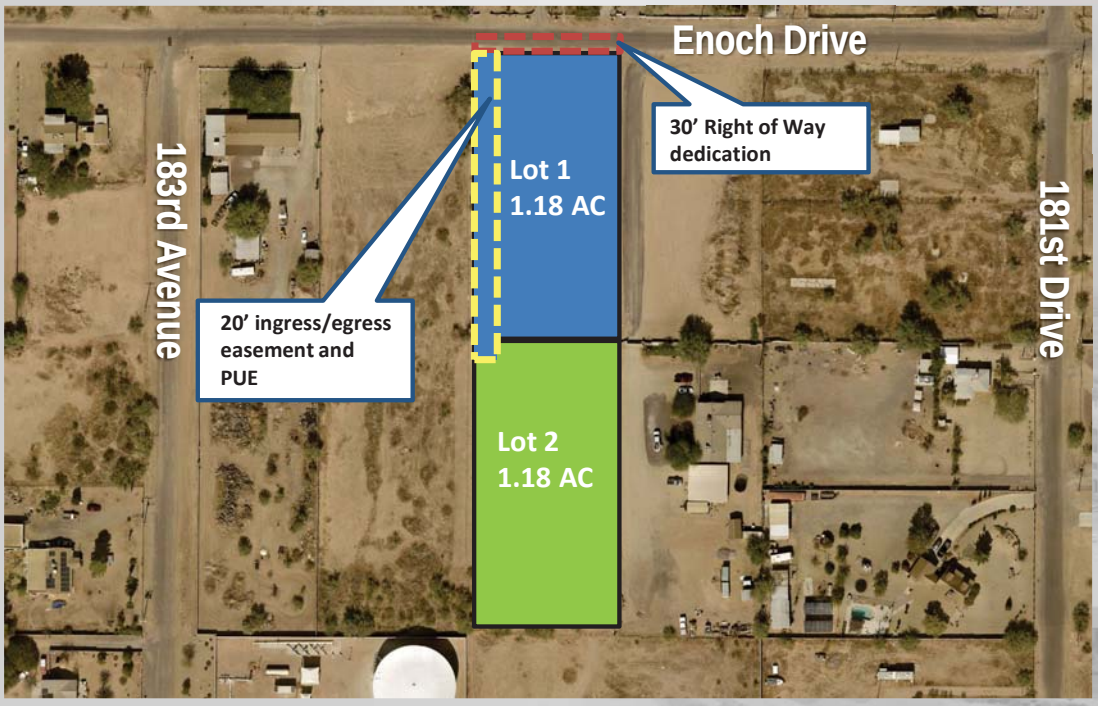
REPLAT OF LOT 17, BEARDSLEY RANCHITOS #1 AS RECORDED IN BOOK 124 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DRAWN BY	SPK
CHECKED BY	DFK
FIELD WORK BY	DJK
DATE	JANUARY, 2022
JOB NO.	21908
MAP NO.	E-21908

KEI Keogh Engineering, Inc.
650 N. 137th Ave., #110 GOODYEAR, ARIZONA 85338
PHONE: (623) 535-7260 FAX: (623) 535-7265
EMAIL: keogh@keoghengineering.com

Final Plat Exhibit



Christina Sexton

To: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE
Subject: RE: FS21-694 Ojeda Family Home Builders Minor Land Division New Submittal

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Tuesday, February 15, 2022 9:25 AM
To: Christina Sexton <Christina.Sexton@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; BINKLEY, ERIC S GS-09 USAF AETC 56 FW/CVE <eric.binkley@us.af.mil>
Subject: RE: FS21-694 Ojeda Family Home Builders Minor Land Division New Submittal

Hi Chris,

Welcome to the Surprise planning team! Please see below comments from Luke AFB. Thank you.

Thank you for the opportunity to provide comments on the Ojeda Family Home Builders Minor Land Division application. The site sits on approximately 2.36 acres of land and the project requests a land division in order to develop (2) single family homes on the property. The site falls approximately 1.6 miles outside the Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. The proposal for the property as stated in the narrative, consisting of 2 du/ac on the property *meets* the GDC.

The project, as described, *will not have a negative impact on Luke AFB flight operations*. Since the site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. If this development is approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

Respectfully,

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

SURPRISE
ARIZONA

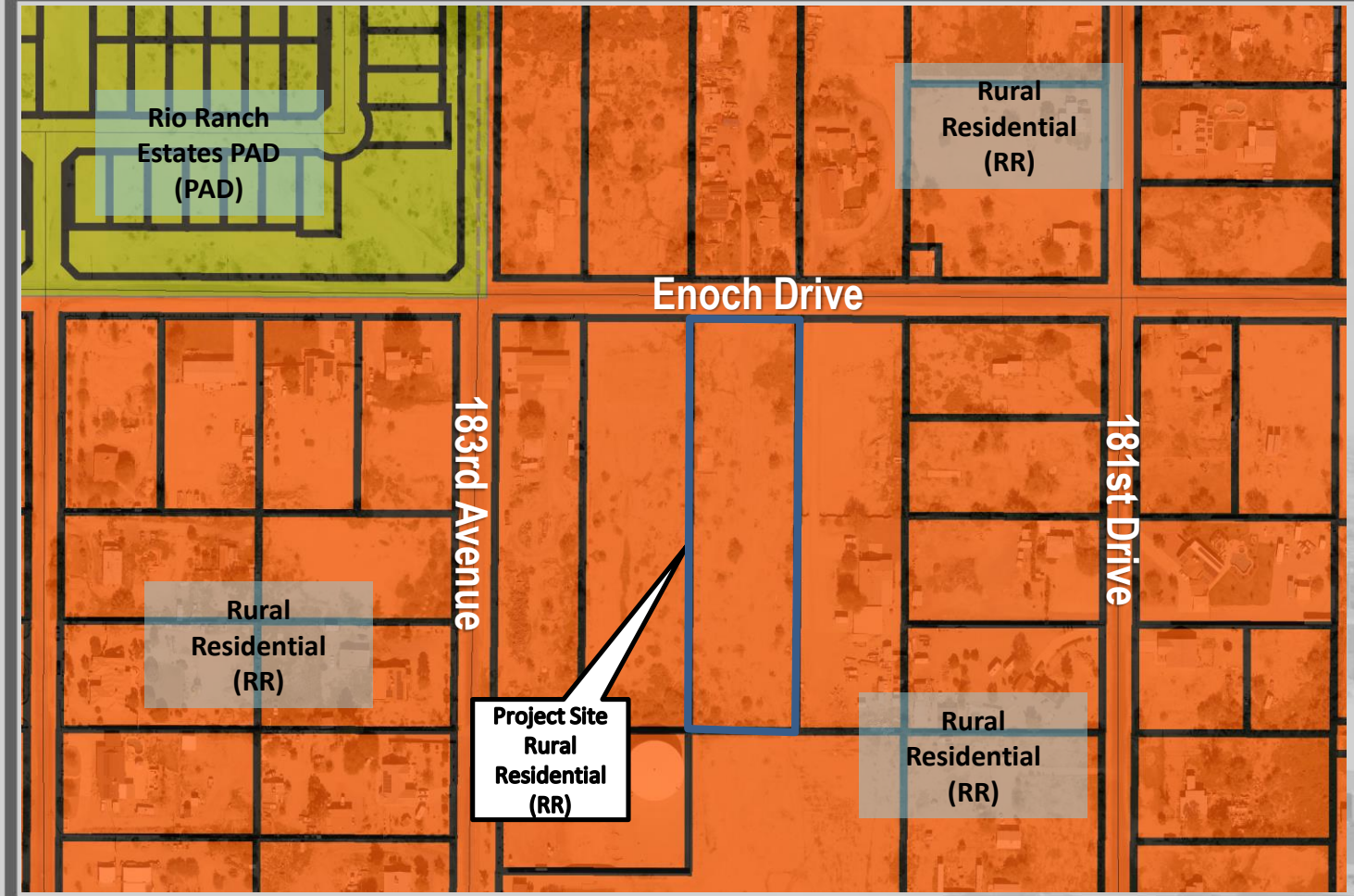
FS21-694
Ojeda Family Builders-Final Plat

City Council

June 21, 2022

FS21-694 Vicinity Map

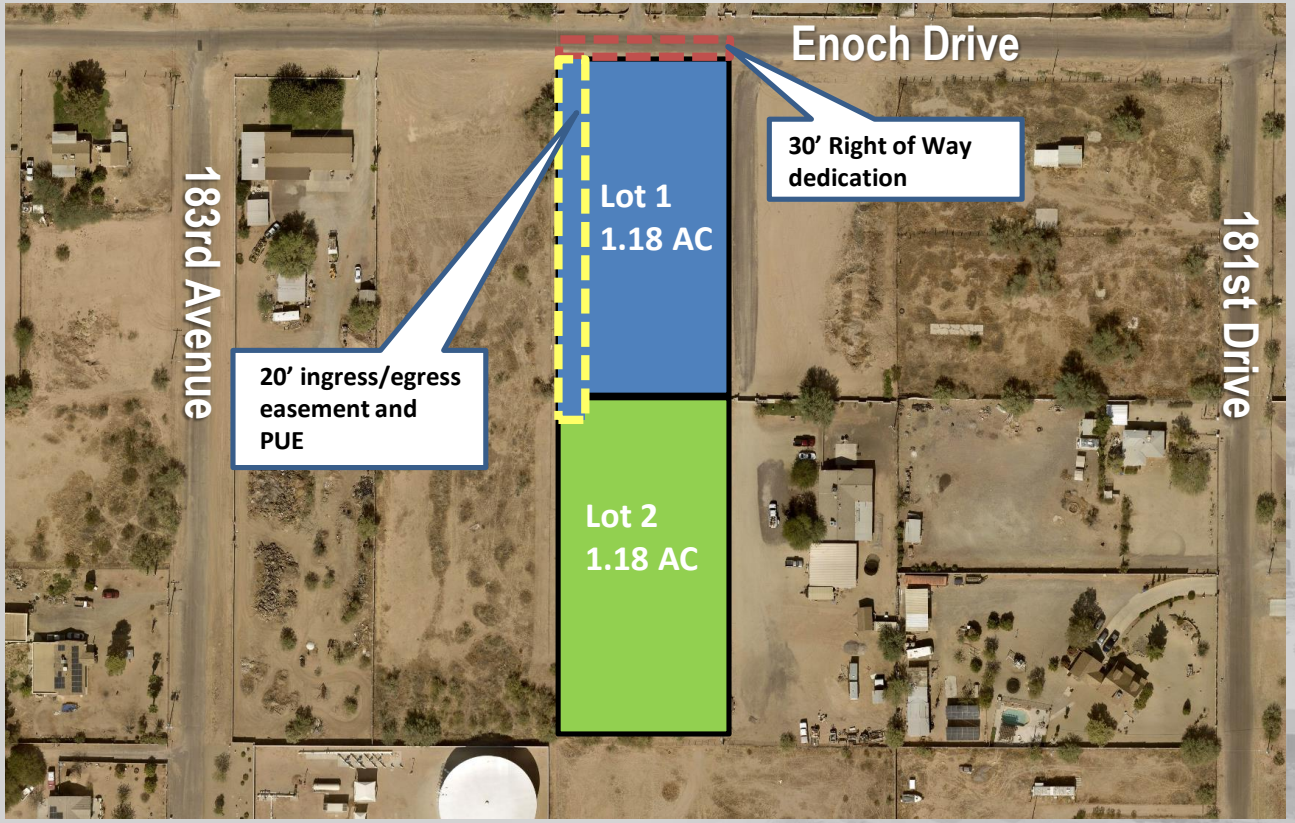
Ojeda Family Builders



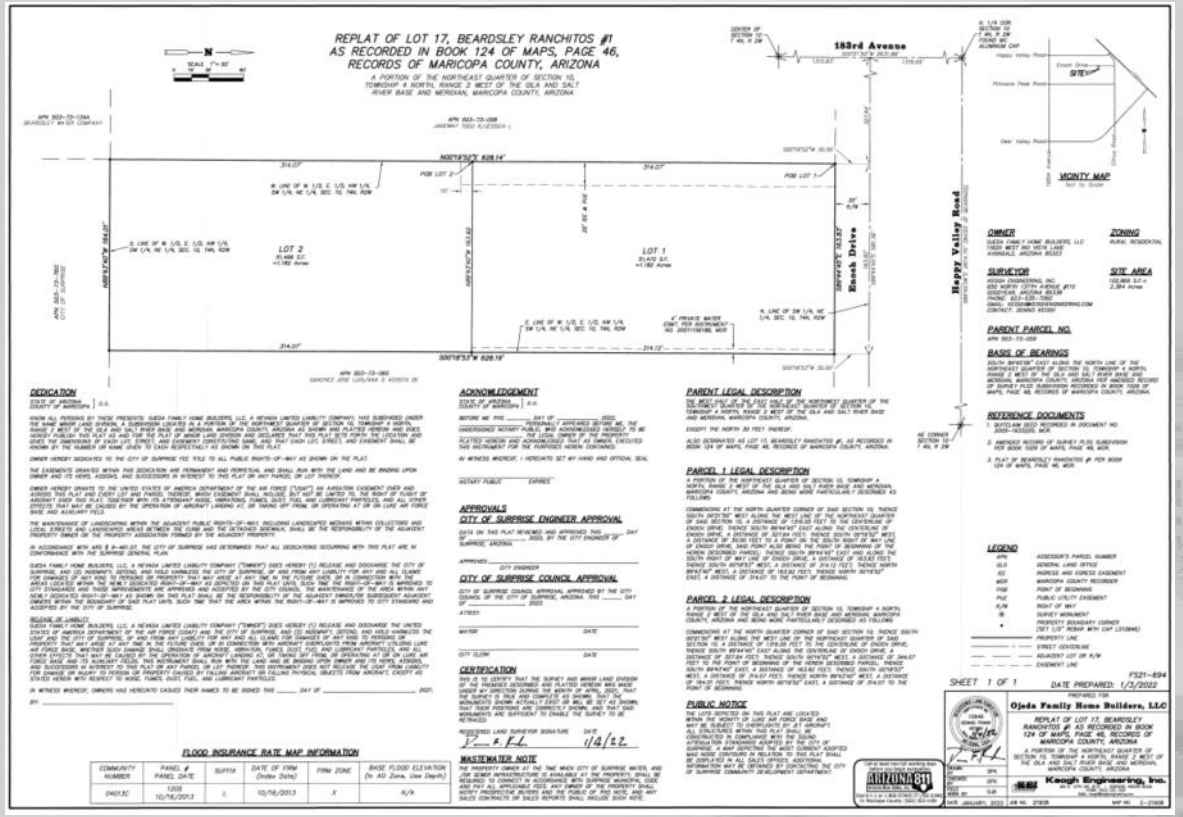
Ojeda Family Builders

FS21-694 Zoning Map

Final Plat Exhibit



Final Plat


REPLAT OF LOT 17, BEARDSLEY RANCHITOS #1
AS RECORDED IN BOOK 124 OF MAPS, PAGE 46,
RECORDS OF MARICOPA COUNTY, ARIZONA
183rd Avenue
Happy Valley Road
Enoch Drive
LOT 2
LOT 1
VICINITY MAP
DEDICATION
ACKNOWLEDGEMENT
APPROVALS
CITY OF SURPRISE ENGINEER APPROVAL
CITY OF SURPRISE COUNCIL APPROVAL
CERTIFICATION
WASTEWATER NOTE
PARENT LEGAL DESCRIPTION
PARCEL 1 LEGAL DESCRIPTION
PARCEL 2 LEGAL DESCRIPTION
PUBLIC NOTICE
FLOOD INSURANCE RATE MAP INFORMATION
OWNER
ZONING
SURVEYOR
SITE AREA
PARENT PARCEL NO.
BASIS OF BEARINGS
REFERENCE DOCUMENTS
LEGEND
SHEET 1 OF 1
DATE PREPARED: 1/3/2022
Ojeda Family Home Builders, LLC
Keogh Engineering, Inc.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled "Can-Am Acres", dated April 27, 2022, a property generally located approximately 1,000 feet south of Dynamite Road between 158th and 159th Road. Case FS21-852

Motion:
I move to approve the Plat entitled "Can-Am Acres", dated April 27, 2022.

Background:
J Cory May with Sador Development LLC on behalf of Dennis Kirk Reese seeks approval of a Final Plat of the subject property.

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

Policy Compliant:
This proposed Final Plat is consistent with the Surprise General Plan 2035 and the Land Development Ordinance.

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

Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS:

1. 00 - FS21-852 Property Split Final Plat - Staff Report
2. 01 - FS21-852 Property Split - Final Plat - Vicinity Map
3. 02 - FS21-852 Property Split - Final Plat - Zoning Map
4. 03 - FS21-852 Property Split - Final Plat
5. 04 - FS21-852 Property Split - Final Plat - Plat Exhibit
6. 05 - FS21-852 Property Split - Final Plat Luke Letter
7. FS21-852 Property Split - Final Plat

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS21-852**
Project Name:	Property Split – Final Plat
Council District:	1 - Acacia
City Council Date:	**June 21, 2022**
Planner:	Chris Sexton, Planner II
Owner:	Dennis Kirk Reese
Applicant:	J Cory May, Sador Development LLC
Request:	Final Plat to subdivide one (1) 5-acres (approx.) parcel into three (3) lots
Site Location:	Generally located 1,000 feet south of Dynamite Road between 158th Avenue and 159th Avenue
Site Size:	Approximately 5 acres

Findings:

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

Alternative Actions:

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

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

Additional Information:

J Cory May with Sador Development LLC on behalf of Dennis Kirk Reese requests approval of a Final Plat entitled "Cam-Am Acres" dated April 27, 2022. The parcel is zoned Rural Residential (RR) and is generally located approximately 1,000 feet south of Dynamite Road between 158th and 159th Road. This proposed Final Plat will subdivide one (1) vacant lot of approximately 5-acres into three (3) lots.

As part of the subdivision, 40 feet right-of-way (ROW) associated along the westerly portion of Lot 3 will be dedicated for road widening purposes for 159th Avenue alignment. 27.5' of ROW is being dedicated along the easterly portion of Lot 1 as well as an 8' PUE and a well site. An 8-foot public utility easement (PUE) will be located along the westerly portion of Lot 3 for access to public utilities. 20-foot private access for ingress/egress plus PUE runs across the northerly portions of all three lots.

The square footage for each parcel is below:

- Lot 1 – 1.16 acres (50,668 square feet)
- Lot 2 – 1.16 acres (50,666 square feet)
- Lot 3 – 2.16 acres (94,330 square feet)

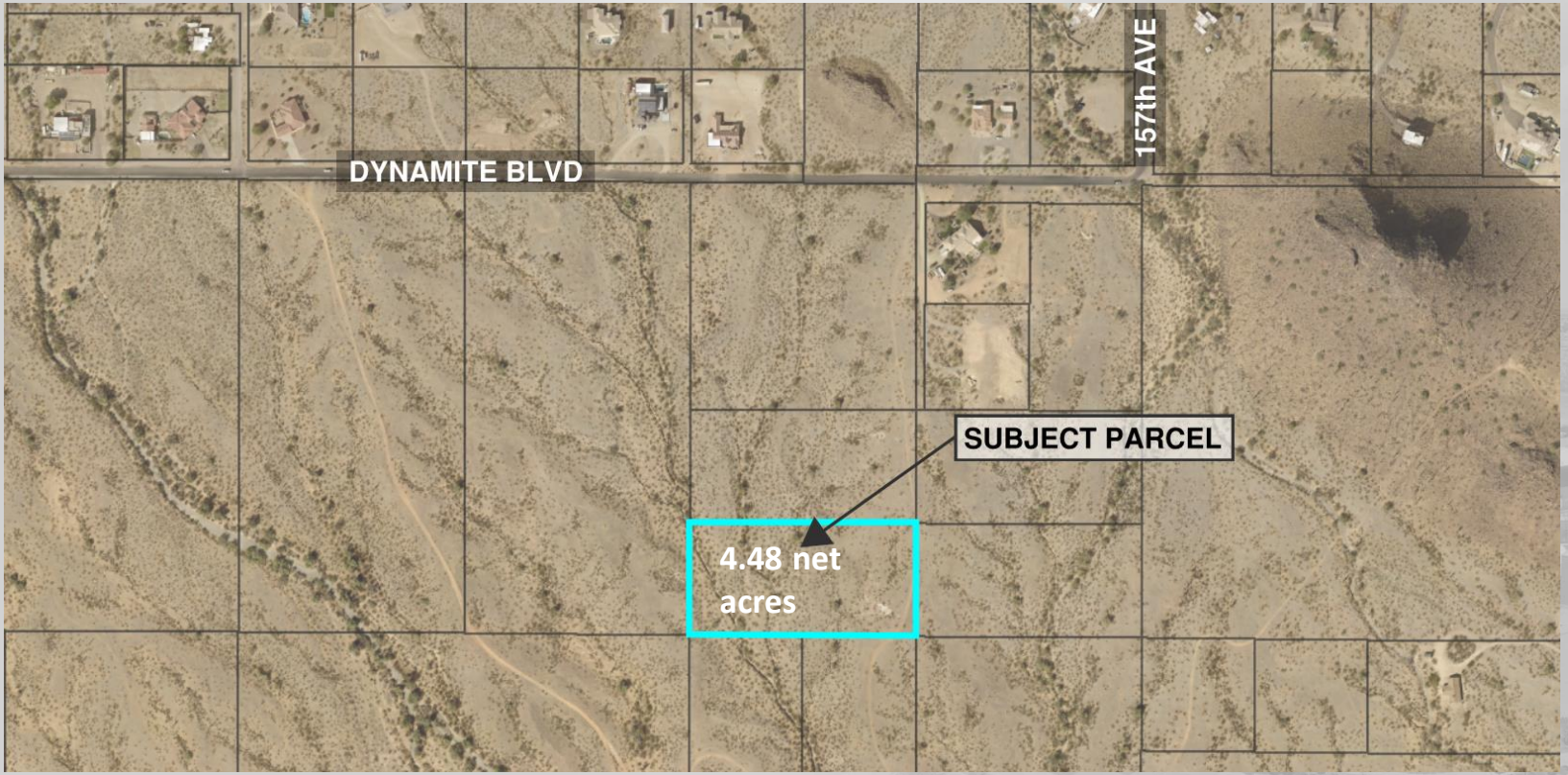
The proposed Final Plat dedicates public right-of-way (ROW) and easements as follows for each lot:

- Lot 1 –one half of the street 27.5' dedicated of ROW; 8' PUE for utility purposes; 20'x33' well site and PUE; 20' private access/PUE dedicated hereon
- Lot 2 – 20' private access/PUE dedicated hereon
- Lot 3 – one full street 40' ROW; 20' private access/PUE dedicated hereon; 8' PUE

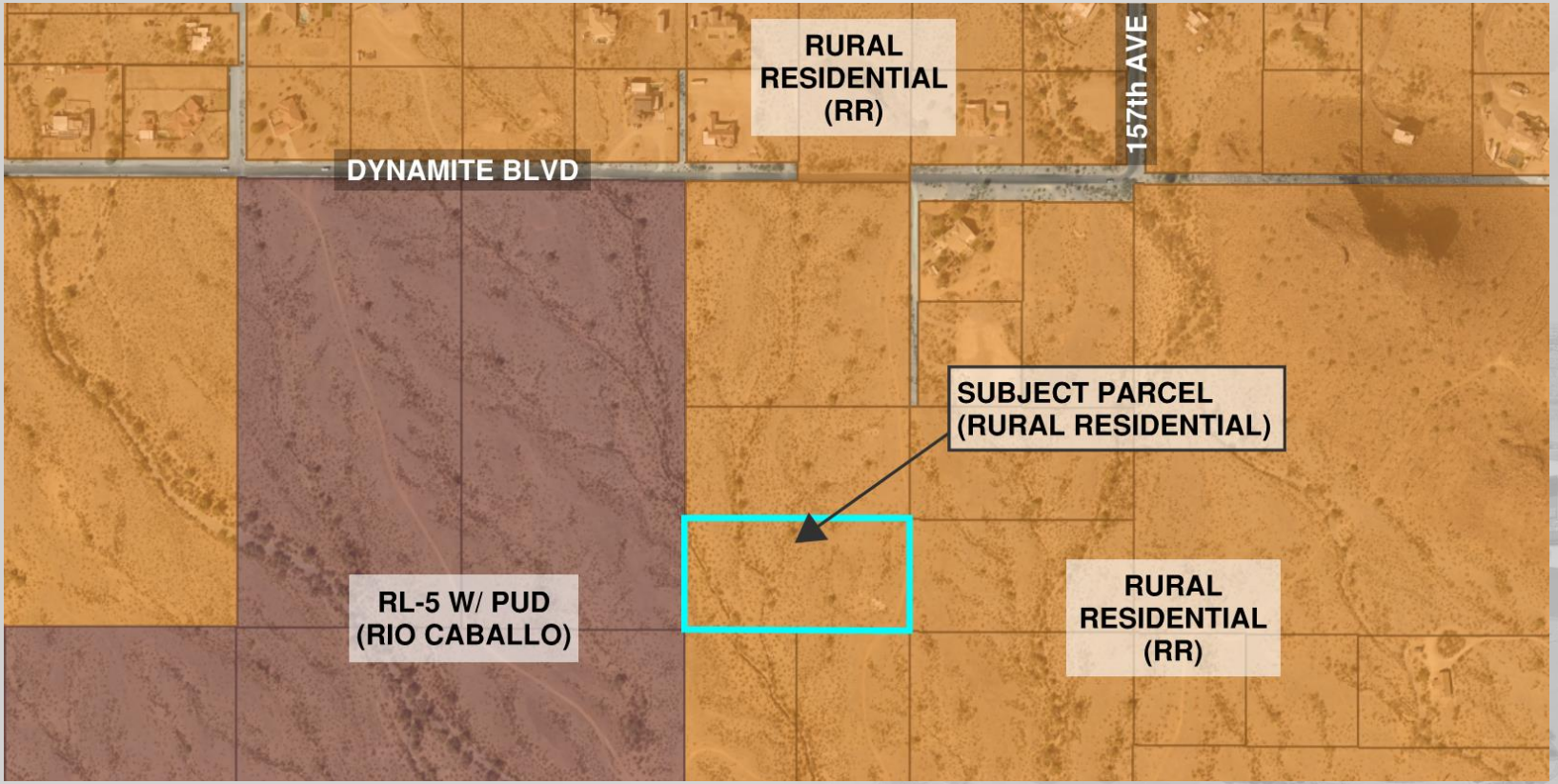
Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Plat Exhibit
05 Luke AFB comments
PPT

Vicinity Map



Zoning Map


RURAL
RESIDENTIAL
(RR)
157th AVE
DYNAMITE BLVD
SUBJECT PARCEL
(RURAL RESIDENTIAL)
RL-5 W/ PUD
(RIO CABALLO)
RURAL
RESIDENTIAL
(RR)

"CAN-AM ACRES"
FINAL PLAT (PER ALTA SURVEY)

OF

THE SOUTH 1/2 OF THE SW. 1/4, NW. 1/4 OF THE NE. 1/4 OF SECTION 31
TOWNSHIP 5 NORTH, RANGE 1 WEST
OF THE GILA RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOWN ALL MEN BY THESE PRESENT:

THAT DENNIS K. REESE AND LISA S. REESE, TRUSTEES OF THE KIRK AND LISA REESE FAMILY TRUST, DATED MARCH 26, 2020 AS OWNERS,HAS SUBDIVIDED UNDER THE NAME CAN-AM ACRES, A SUBDIVISION LOCATED IN A PORTION OF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF CAN-AM ACRES AND DECLARES THAT THES PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.
OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NONEXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS PUBLIC UTILITIES FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.
IN WITNESS WHEREOF:

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

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

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 THES 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

BY:_____
DENNIS K. REESE, TRUSTEE

BY:_____
LISA S. REESE, TRUSTEE

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED,

_____
DENNIS K. REESE, TRUSTEE

_____
LISA S. REESE, TRUSTEE

WHOM AFTER PRESENTATION OF PROPER IDENTIFICATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

APPROVALS:

CITY OF SURPRISE ENGINEER APPROVAL
DATA ON THIS PLAT REVIEW AND APPROVED THIS _____ DAY OF _____ 20___ BY THE CITY ENGINEER OF SURPRISE, ARIZONA,

BY: _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL
APPROVED BY THE CITY COUNCIL FO THE CITY OF SURPRISE, ARIZONA,
THIS _____ DAY OF _____ 20___.

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

NOTES

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.
THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATEON FORMED BY THE OWNER.
THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHTOF WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1220, WITH A DATE OF IDENTIFICATION OF 10/15/2013, 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.

THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.

THE OWNER OR SUBSEQUENT OWNERS OF ANY EXISTING OR FUTURE WELLS ON THE LAND DESCRIBED IN THIS PLAT SHALL BE REQUIRED TO SIGN A WELL IMPACT WAIVER(S) WITH THE CITY OF SURPRISE.

NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

PUBLIC NOTICE

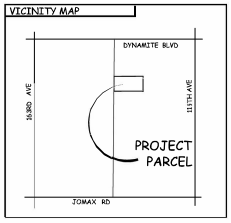
THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT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

RELEASE OF LIABILITY

DENNIS K. REESE AND LISA S. REESE, TRUSTEES OF THE "KIRK AND LISA REESE FAMILY TRUST DATED MARCH 26, 2020" ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHERS 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.

DENNIS K. REESE AND LISA S. REESE, TRUSTEES OF THE "KIRK AND LISA REESE FAMILY TRUST DATED MARCH 26, 2020" ("OWNER") DOES HEREBY (1) release and discharge THE CITY OF SURPRISE, (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 THES 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

VICINITY MAP



OWNER/DEVELOPER

DENNIS K. REESE AND LISA S. REESE, TRUSTEES OF THE KIRK AND LISA REESE FAMILY TRUST, DATED MARCH 26, 2020

SURVEY DATE

3.12.2021

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 31 TSN, R1W, AS SHOWN BEARING S89°37'52"E, BASED UPON NAD83 US STATE PLANE COORDINATE SYSTEM- ARIZONA CENTRAL ZONE

PARENT PARCEL LEGAL DESCRIPTION

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

THE SOUTH HALF OF THE SOUTH-WEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL COAL AND OTHER MINERALS IN SAID LAND AS RESERVED IN THE PATENT TO SAID LAND.

LEGEND & ABBREVIATIONS

◉ -SET 1/2" REBAR W/CAP LS 28719 OR AS NOTED
M.C.R. - MARICOPA COUNTY RECORDERS
GLO - GOVERNMENT LAND OFFICE
PUE - PUBLIC UTILITY EASEMENT

TITLE INFORMATION

THE TITLE DESCRIPTION AND SCHEDULE B ITEMS HEREON ARE FROM A TITLE REPORT PROVIDED BY FIDELITY TITLE AGENCY, INC.
FILE NO: 73004669-058 WWM, DATED 2.12.2021

APN & ZONING

APN 503-52-026N

ZONING- RR (RURAL RESIDENTIAL)

SURVEYOR'S CERTIFICATE

I, JEFF R. COOK, BEING A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA HEREBY CERTIFY THAT THE MINOR LAND DIVISION SHOWN HEREON WAS PREPARED BY ME BASED ON A BOUNDARY SURVEY UNDER MY CONDUCTED UNDER MY SUPERVISION DURING THE MONTH OF MARCH-2021, THAT THE MONUMENTS SHOWN HEREON HAVE BEEN SET AND THE MONUMENTS SET ARE SUFFICIENT TO ENABLE THE RETRACEMENT OF THE SURVEY.

SIGNED _____ 4.27.2022
JEFF R. COOK Arizona Reg. No. 28719 Date
My License renewed date is March 31, 2025

REGISTERED LAND SURVEYOR
28719
JEFF R. COOK
Expires 03/31/2025
ARIZONA, U.S.A.

EXPIRES: 3/31/2025

Western Geomatics Services
2925 E Riggs Rd Suite 8-191
Chandler, AZ 85249
(480) 656-7912 office
(480) 219-5199 fax

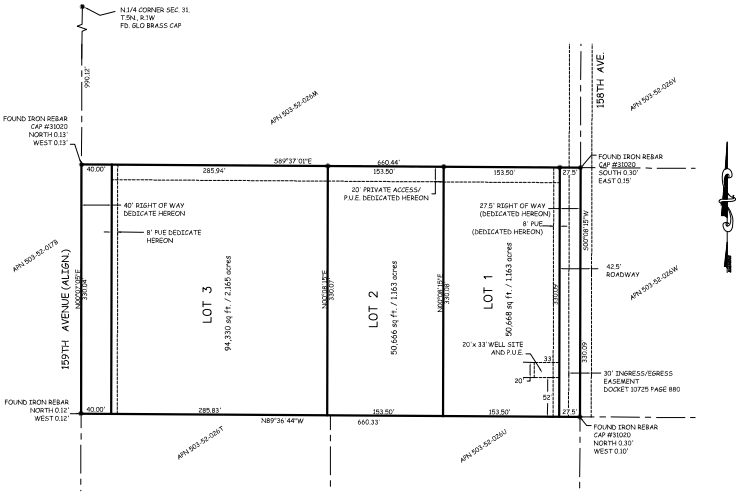
CASE FS21-852

SHEET 1 OF 2

"CAN-AM ACRES"
FINAL PLAT (PER ALTA SURVEY)

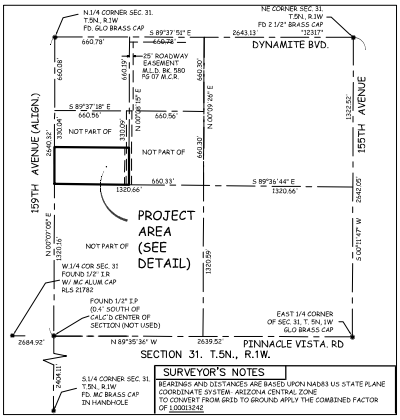
OF

THE SOUTH 1/2 OF THE SW. 1/4, NW. 1/4 OF THE NE. 1/4 OF SECTION 31
TOWNSHIP 5 NORTH, RANGE 1 WEST
OF THE GILA RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.



PERTINENT DOCUMENTS

1. DEED 2025-1182972.
2. MINOR LAND DIVISION, BK. 580 PAGE 07 M.C.R.
3. DOCKET 10725 PG 880
4. PATENT BOOK 25T OF DEEDS, PAGE 504
5. EASEMENT DOC. 2009-1049812
6. EASEMENT DOC. 1985-54097
7. RESULTS OF SURVEY, BOOK 814 PAGE 20 M.C.R.
8. AMENDED RECORD OF SURVEY, BOOK 986, PAGE 33
9. RECORD OF SURVEY, BOOK 1048, PAGE 28 M.C.R.

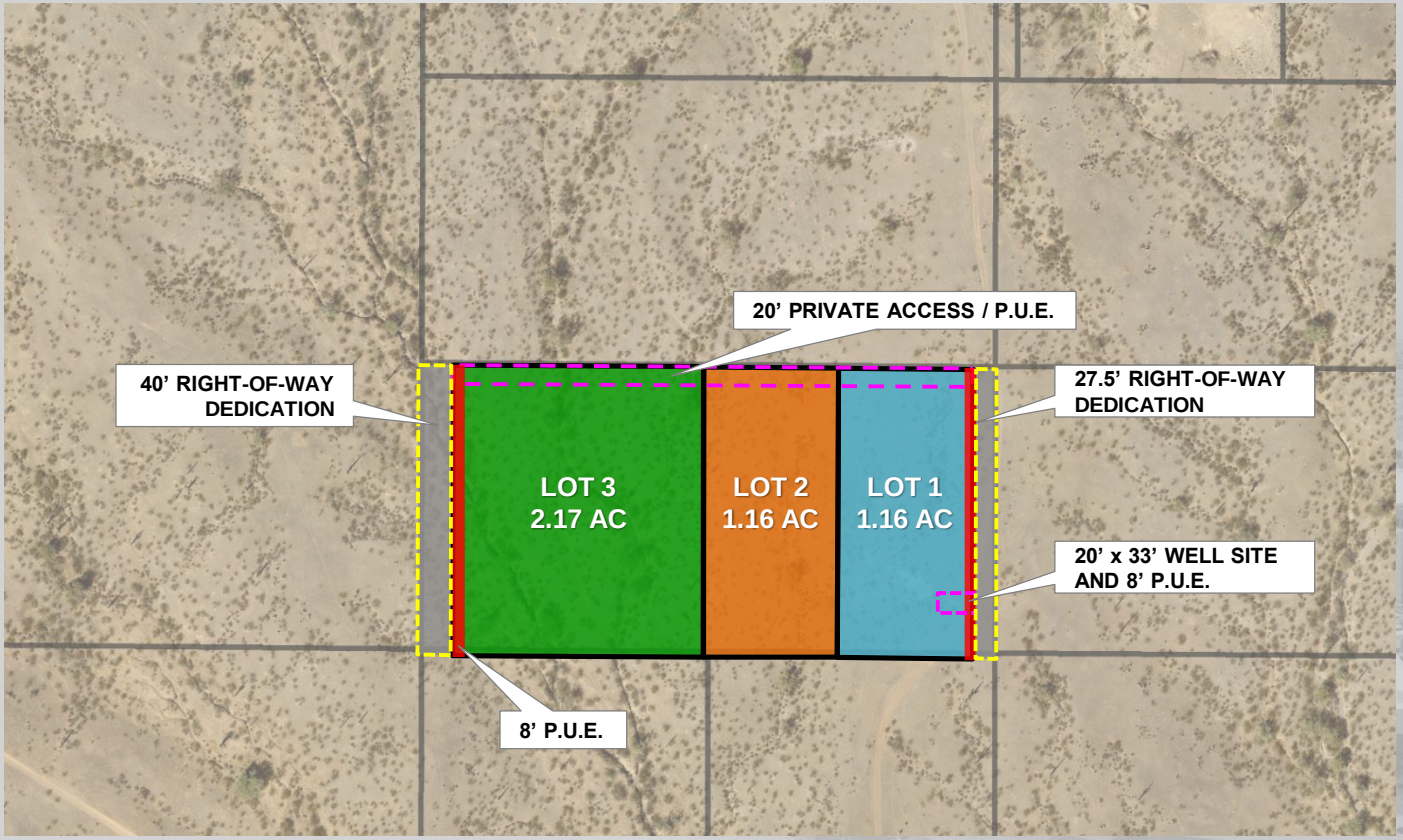
EXPIRES: 3/31/2025

CASE FS21-852

Western Geomatics Services
2925 E Riggs Rd Suite 8-191
Chandler, AZ 85249
(480) 656-7912 office
(480) 219-5195 fax

SHEET 2 OF 2

Final Plat Exhibit



Christina Sexton

From: Nichole Flores
Sent: Thursday, November 4, 2021 1:33 PM
To: CANAMERICALP@GMAIL.COM
Subject: FS21-852 Property Split - Luke Comments 11.04.21

Good afternoon Mr. May,

Below you will find comments from Luke AFB regarding the above referenced plan. Please direct all questions to the contact information listed in the email.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Thursday, November 4, 2021 12:43 PM
To: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Subject: RE: FS21-852 Property Split - New Digital Submittal 10.26.21

Nichole,

Thank you for allowing Luke AFB to make comments on the Property Split Application. This application requests to split 5 acres and into 4 lots. The site is located on APN 503-52-026N in Surprise, AZ. It is approximately 3.8 miles outside the Luke AFB Aux-1 JLUS 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.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. 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 the tenant about Luke AFB operations.

Respectfully,

Mark

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

SURPRISE
ARIZONA

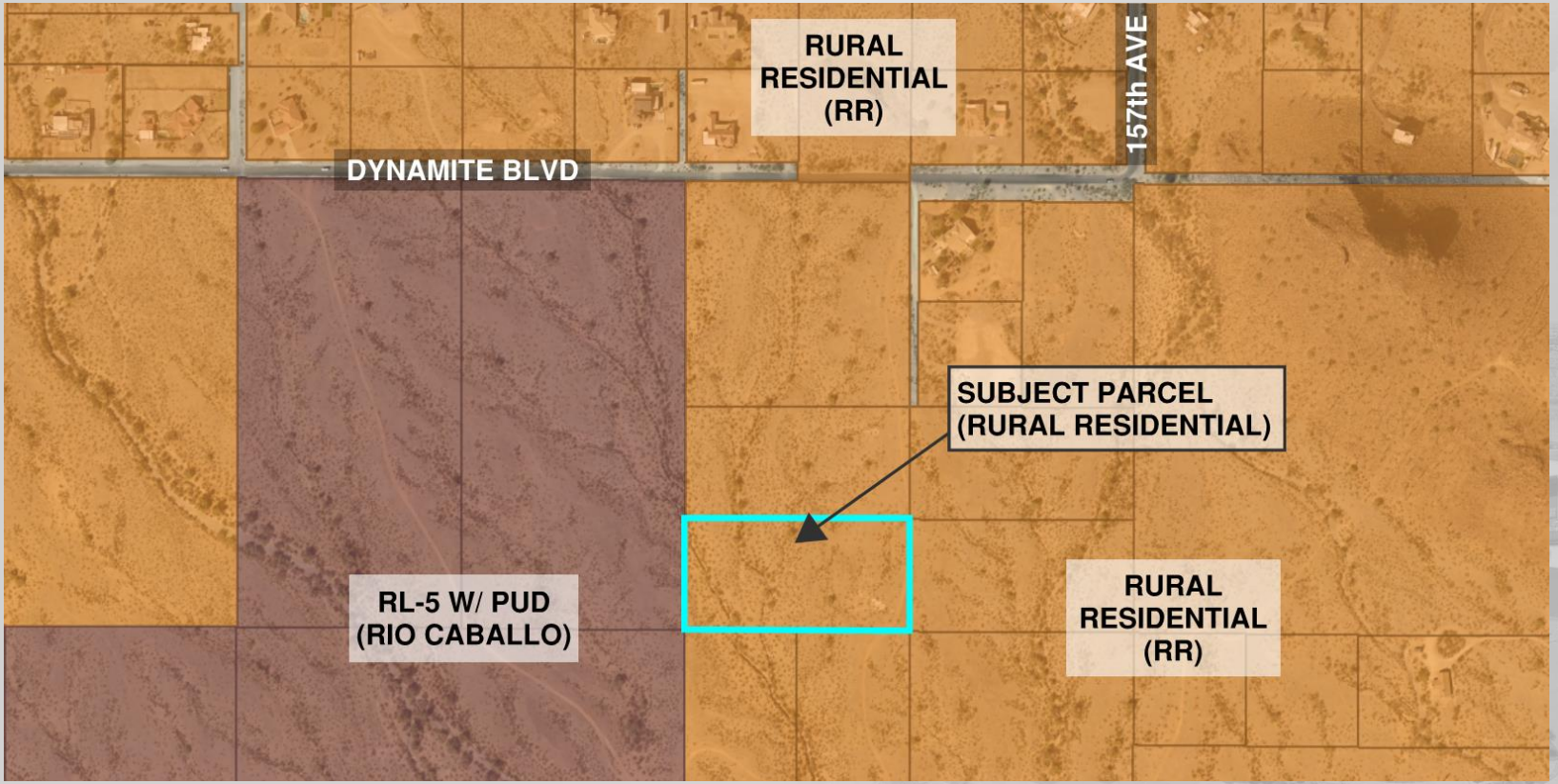
FS21-852
Lot Split- Final Plat

City Council

June 21, 2022

Vicinity Map

Zoning Map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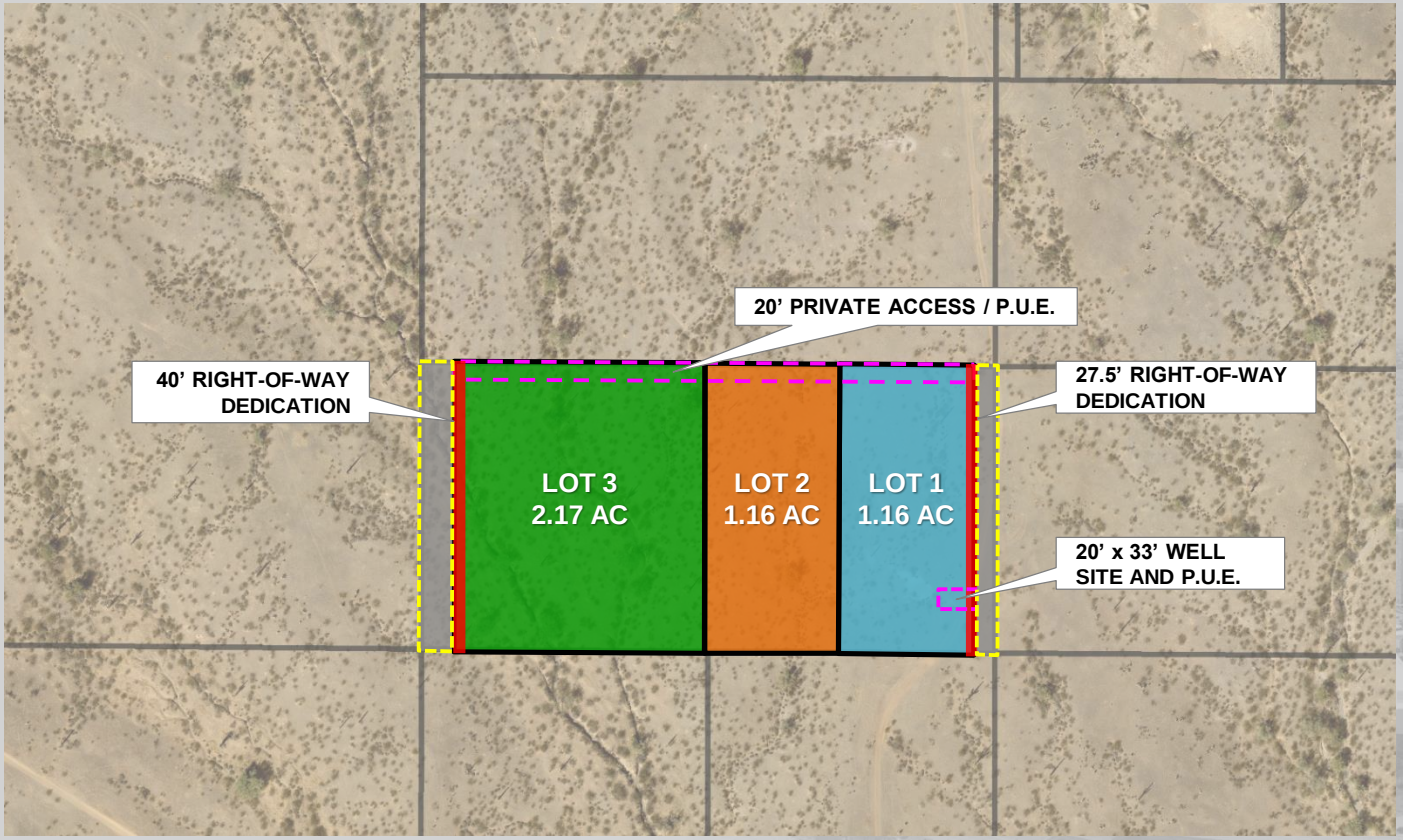

Final Plat

"CAN-AM ACRES"
FINAL PLAT (PER ALTA SURVEY)

OF

THE SOUTH 1/2 OF THE SW. 1/4, NW. 1/4 OF THE NE. 1/4 OF SECTION 31
TOWNSHIP 5 NORTH, RANGE 1 WEST
OF THE GILA RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

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COUNTY OF MARICOPA)

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BY:_____
DENNIS K. REESE, TRUSTEE

BY:_____
LISA S. REESE, TRUSTEE

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COUNTY OF MARICOPA)

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_____
LISA S. REESE, TRUSTEE

WHOM AFTER PRESENTATION OF PROPER IDENTIFICATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

APPROVALS:

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

BY:_____
CITY ENGINEER

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

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

NOTES

IN ACCORDANCE WITH ARS § 9-463.01, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPING WITHIN MEDIANS, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER(S) THE LOTS AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2230L, WITH A DATE OF IDENTIFICATION OF 10/16/2013, FOR COMMUNITY NO. 040051, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

THE PROPERTY OWNER AT THE TIME WHEN UTILITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.

THE OWNER OR SUBSEQUENT OWNERS OF ANY EXISTING OR FUTURE WELLS ON THE LAND AS DESCRIBED ON THIS PLAT SHALL BE REQUIRED TO SIGN A WELL IMPACT WAIVER(S) WITH THE CITY OF SURPRISE.

NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

PUBLIC NOTICE

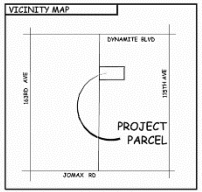
THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO NOISE LEVELS THAT MAY BE OF CONCERN TO SOME INDIVIDUALS. THE USE OF THE LOT IS CONSTRUCTED IN COMPLIANCE WITH THE NOISE ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAP NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

DENNIS K. REESE AND LISA S. REESE, TRUSTEES OF THE "KIRK AND LISA REESE FAMILY TRUST DATED MARCH 26, 2020" ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF"), THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL OCCASIONED FROM 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 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.

DENNIS K. REESE AND LISA S. REESE, TRUSTEES OF THE "KIRK AND LISA REESE FAMILY TRUST DATED MARCH 26, 2020" ("OWNER") DOES HEREBY (1) release and discharge THE CITY OF SURPRISE, (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, of and forever 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 DESIGNATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER(S) 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 STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE

VICINITY MAP



OWNER/DEVELOPER

DENNIS K. REESE AND LISA S. REESE, TRUSTEES OF THE KIRK AND LISA REESE FAMILY TRUST, DATED MARCH 26, 2020

SURVEY DATE

3.22.2021

BASIS OF BEARING

THE NORTHLINE OF THE NORTHEAST QUARTER OF SECTION 31 T5N, R1W, AS SHOWN BEARING S89°37'52"E, BASED UPON NAD83 US STATE PLANE COORDINATE SYSTEM- ARIZONA CENTRAL ZONE

PARENT PARCEL LEGAL DESCRIPTION

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

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDEAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL COAL AND OTHER MINERALS IN SAID LAND AS RESERVED IN THE PATENT TO SAID LAND.

LEGEND & ABBREVIATIONS

● SET 1/2" REBAR W/CAP LS 28719 OR AS NOTED
M.C.R. - MARICOPA COUNTY RECORDERS
GLO - GOVERNMENT LAND OFFICE
P.U.E. - PUBLIC UTILITY EASEMENT

TITLE INFORMATION

THE TITLE DESCRIPTION AND SCHEDULE B ITEMS HEREON ARE FROM, FIRST AMERICAN TITLE INSURANCE AGENCY, INC. FILE NO. 7300-8520138-MMA, DATED 2.8.2021

APN & ZONING

APN 503-52-026N

ZONING: RR (RURAL RESIDENTIAL)

SURVEYOR'S CERTIFICATE

I, JEFF R. CODE, BEING A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA HEREBY CERTIFY THAT THE MINOR LAND DIVISION SHOWN HEREON WAS PREPARED BY ME BASED ON A BOUNDARY SURVEY UNDER MY DIRECT CONTROL DURING THE MONTH OF FEBRUARY, 2021, THAT THE MONUMENTS SHOWN HEREON HAVE BEEN SET AND THE MONUMENTS SET ARE SUFFICIENT TO ENABLE THE RETRACEMENT OF THE SURVEY.

SIGNED 4.27.2022
JEFF R. CODE Arizona Reg. No. 28719 Date
My License renewal date is March 31, 2023

EXPIRES: 3/31/2023

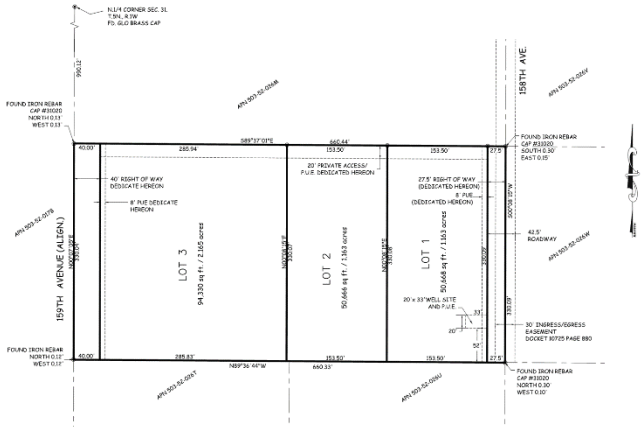
Western Geomatics Services
2925 E Riggs Rd Suite 8-191
Chandler, AZ 85249
(480) 656-7912 office
(480) 219-5195 fax

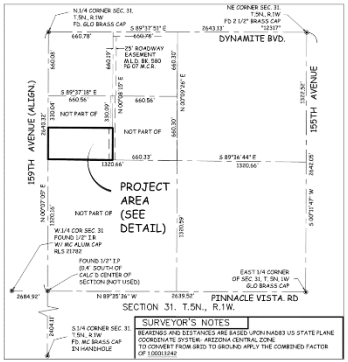
CASE FS21-852

SHEET 1 OF 2

Final Plat

"CAN-AM ACRES"
FINAL PLAT (PER ALTA SURVEY)
OF
THE SOUTH 1/2 OF THE SW. 1/4, NW. 1/4 OF THE NE. 1/4 OF SECTION 31
TOWNSHIP 5 NORTH, RANGE 1 WEST
OF THE GILA RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA





PERTINENT DOCUMENTS

1. DEED 2021-1232972
2. MINOR LAND DIVISION BK. 980 PAGE 07 M.C.R.
3. SOCKET SURVEY PG 880
4. PATENT BOOK 287 OF DEEDS, PAGE 304
5. EASEMENT DOC. 2009-309552
6. EASEMENT DOC. 5193-101287
7. RESULTS OF SURVEY, BOOK 614 PAGE 30 M.C.R.
8. AMENDED RECORD OF SURVEY, BOOK 761, PAGE 17
9. RECORD OF SURVEY, BOOK 1066, PAGE 16 M.C.R.

EXPIRES: 3/31/2025

CASE FS21-852

Western Geomatics Services
2925 E Riggs Rd Suite 8-191
Chandler, AZ 85249
(480) 656-7912 office
(480) 219-5195 fax

SHEET 2 OF 2

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Heritage Asante – Parcel 9 Phase 2" and dated March 2022, a property generally located west of 163rd Avenue and north of Grand Avenue; Case FS21-864.

Motion:
I move to approve the Final Plat entitled, "Heritage Asante – Parcel 9 Phase 2" and dated March 2022.

Background:
The subject request involves a Final Plat for Phase 2 of Heritage Asante Parcel 9. The proposed Final Plat will create 56 single-family lots and eight Tracts for a combined 9.71 gross acres (7.71 net acres). This final plat is consistent with the Preliminary Plat approved under FS21-220.

Objective Analysis:
The subject Final Plat meets the requirements of the Paradiso Asante PUD, in addition to other requirements as set forth in the LDO. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 7.3 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard.

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-864 - Heritage Asante Parcel 9 Ph 2 Final Plat - Staff Report
2. 01 - FS21-864 - Heritage Asante Parcel 9 Ph 2 Final Plat - Vicinity Map
3. 02 - FS21-864 - Heritage Asante Parcel 9 Ph 2 Final Plat - Zoning Map
4. 03 - FS21-864 - Heritage Asante Parcel 9 Ph 2 Final Plat - Final Plat
5. 04 - FS21-862 - Heritage Asante Parcel 9 Ph 2 - Luke_Letter
6. FS21-864 - Heritage Asante Parcel 9 Ph 2 Final Plat - PowerPoint

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SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS21-864**
Project Name:	**Heritage Asante Parcel 9 – Phase 2**
Council District:	1 - Acacia
City Council Date:	**June 21, 2022**
Planner:	Chris Sexton, Planner II

Owner:	Lennar Arizona Construction Inc.
Applicant:	Diego Ortiz with Hilgart Wilson, LLC
Request:	Final Plat for a 56-lot, single-family subdivision in Parcel 9 of the Heritage Asante Planned Unit Development.
Site Location:	Generally located west of 163rd Avenue and north of Grand Avenue
Site Size:	9.71 gross acres (approx.)
Density:	7.3 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Paradiso Asante PUD as amended under case FS18-078.
- The Final Plat is consistent with the Preliminary Plat approved under case FS21-220.

Alternative Actions:

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

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

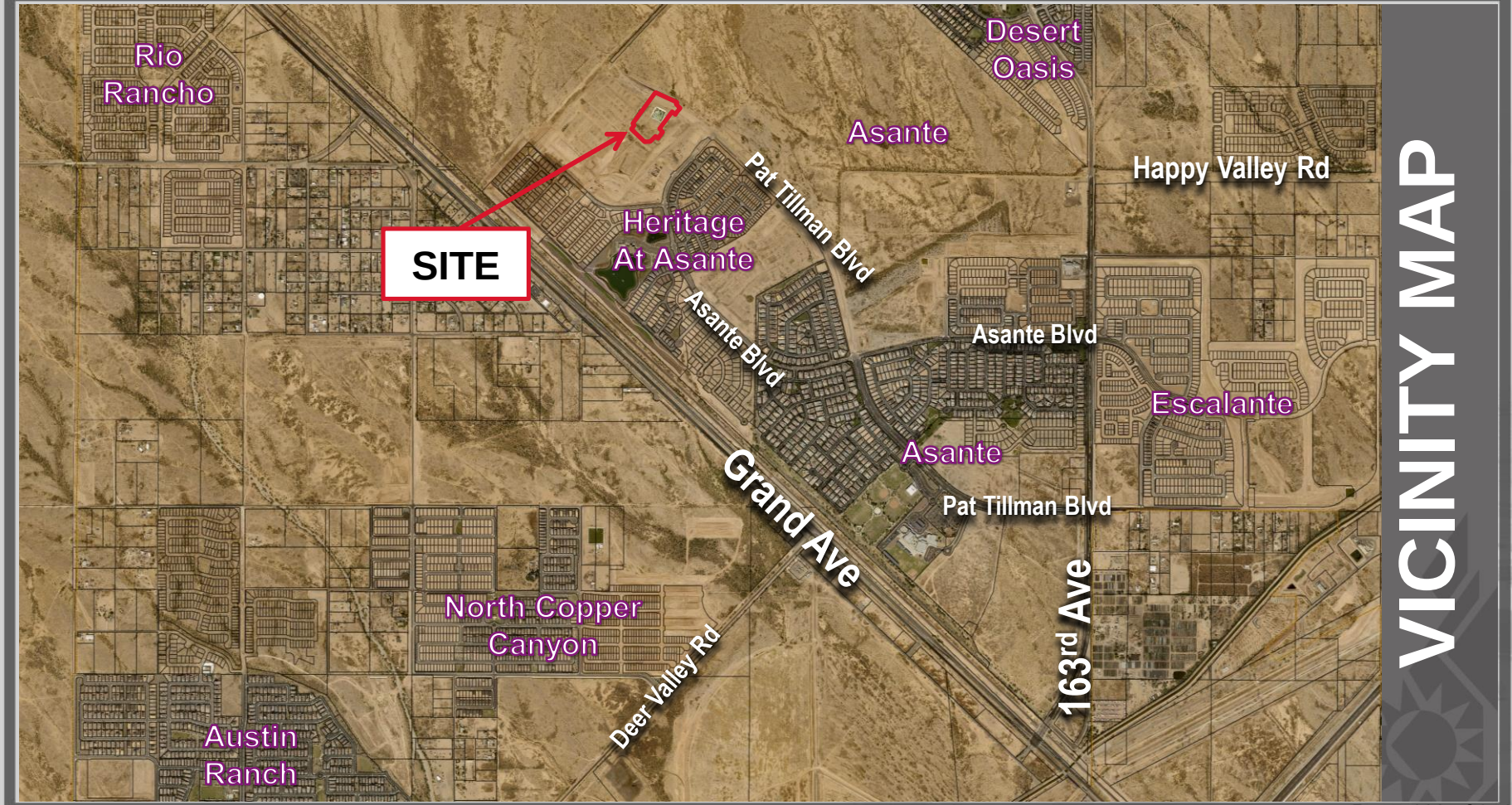
Additional Information:

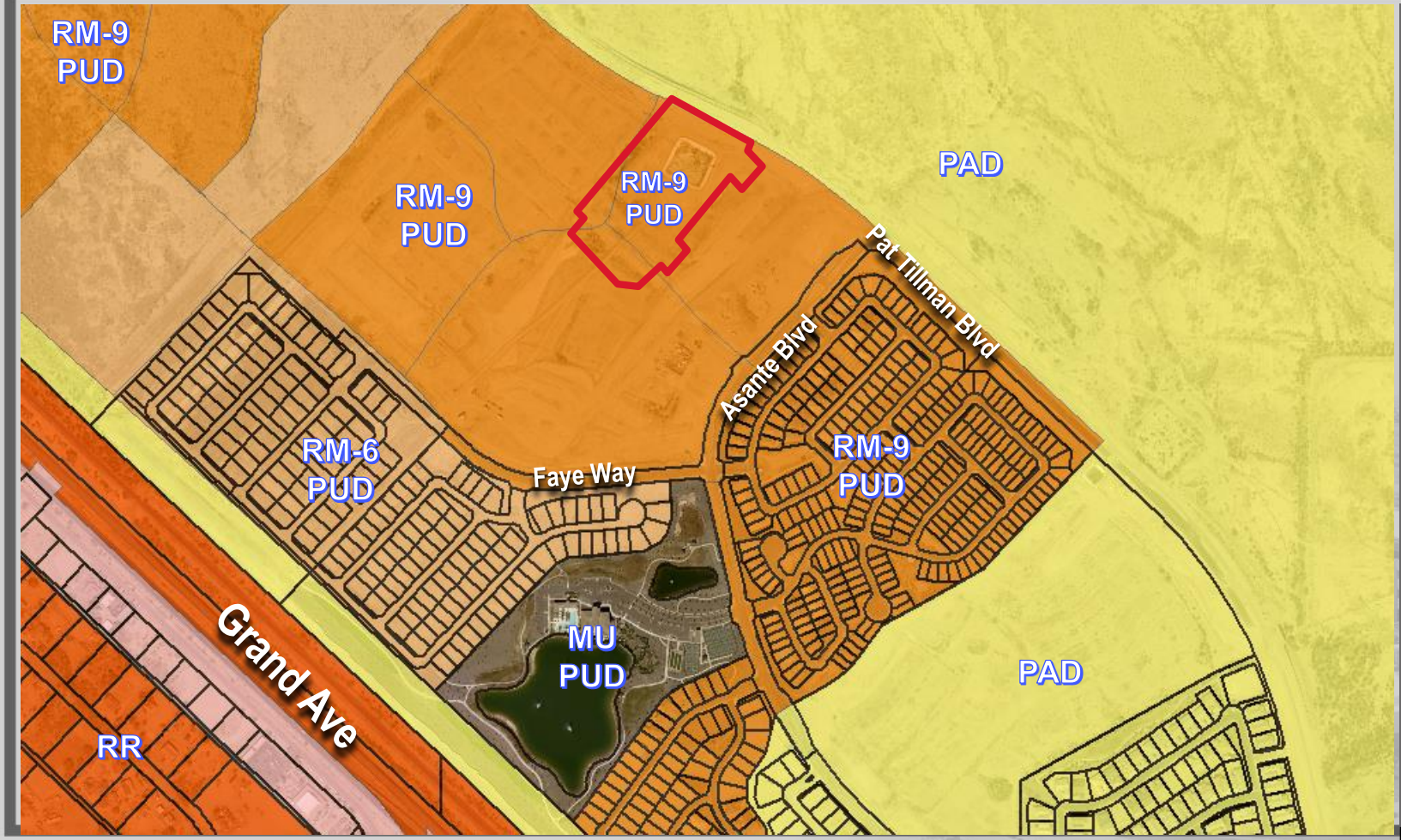
Hilgart Wilson, LLC, on behalf of Lennar Arizona Construction Inc., requests approval of the Final Plat of Heritage Asante – Parcel 9 Phase 2. The subject property is approximately 9.71 gross acres of which 6.31 acres are dedicated for single family residential purposes 1.99 acres for the project's internal private street and 1.41 acres for common open space purposes. For a combined 3.40 acres. The project site is generally west of 163rd Avenue and north of Grand Avenue. The subject property is zoned RM-9 with a PUD Overlay.

The applicant proposes 56 single-family lots across the 7.71 net acres, resulting in a density of 7.3 dwelling units per acre. The typical lot sizes proposed in this subdivision are typically 50'x95'. This development dedicates approximately 1.41 acres (14.53%) for open space, which includes the internal pedestrian trails that connect to adjacent parcels and to the sidewalks along the right-of-way. Although the majority of landscape in this parcel is designated for storm water retention, residents of this subdivision will have access to open space amenities in adjacent parcels and to the community pool and clubhouse amenities in Parcel 4 of the Heritage Asante development. The proposed Final Plat is in compliance with the latest amendment to the Paradiso Asante PUD (case FS18-078) and the Preliminary Plat approved under case FS21-220.

Attachments:

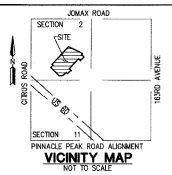
01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Luke AFB Letter


VICINITY MAP
SITE
Rio Rancho
Desert Oasis
Asante
Happy Valley Rd
Pat Tillman Blvd
Heritage At Asante
Asante Blvd
Asante Blvd
Escalante
Asante
Grand Ave
Pat Tillman Blvd
163rd Ave
North Copper Canyon
Deer Valley Rd
Austin Ranch


RM-9
PUD
RM-9
PUD
RM-9
PUD
PAD
Pat Tillman Blvd
Asante Blvd
RM-6
PUD
Faye Way
RM-9
PUD
MU
PUD
Grand Ave
RR
PAD

ZONING

FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 9 PHASE 2
SURPRISE, ARIZONA
BEING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

OWNER
LCD ASANTE, LLC
1665 W ALAMEDA DR., SUITE 130
TEMPE, AZ 85282-3200

SURVEYOR
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN BENEDICT, RLS

SHEET INDEX

FP01	COVER SHEET
FP02	SHEET INDEX MAP, NOTES, LOT/TRACT AREA TABLE, LOT SETBACK & VISIBILITY DETAIL
FP03-FP06	FINAL PLAT

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

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 "**HERITAGE ASANTE – PARCEL 9 PHASE 2**", BEING 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, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "**HERITAGE ASANTE – PARCEL 9 PHASE 2**" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACT A IS HEREBY DECLARED AS PRIVATE ACCESSWAY TO BE OWNED AND MAINTAINED BY **HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION**, 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 A.

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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

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 A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

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

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 2nd DAY OF May, 2022.

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 }
} SS
COUNTY OF MARICOPA }

ON THIS THE 3rd DAY OF May, 2022, BEFORE ME APPEARED, **JEFFERY GUNDERSON**, WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT** OF **LENNAR COMMUNITIES DEVELOPMENT INC., A DELAWARE CORPORATION** THE 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:

_____ Feb.17 2024
NOTARY PUBLIC MY COMMISSION EXPIRES

SAI A MOLINA
Notary Public - Arizona
Maricopa County
My Comm. Expires Feb 17, 2024

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION Katie Voigt, AS President OF HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

BY: Katie Voigt

TITLE: President

PRINTED NAME: Katie Voigt

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS, THE 3rd DAY OF May, 2022, BEFORE ME, PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE President 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, President.

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

BY: Mark A. Dwight DATE: 5-03-2022

SAI A MOLINA
Notary Public - Arizona
Maricopa County
My Comm. Expires Feb 17, 2024

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN 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 MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS SOUTH 00°43'44" WEST, 2,644.11 FEET;

THENCE NORTH 00°42'32" EAST, 2644.68 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE NORTHEAST CORNER, POSITION CALCULATED PER RESULTS OF SURVEY RECORDED IN BOOK 679, PAGE 19, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE NORTH 89°28'08" WEST, 1688.69 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE LEAVING SAID NORTH LINE, NORTH 00°31'52" EAST, 148.38 FEET TO THE **POINT OF BEGINNING;**

THENCE NORTH 87°50'49" WEST, 103.08 FEET;

THENCE NORTH 46°42'56" WEST, 91.38 FEET;

THENCE NORTH 43°17'04" EAST, 5.00 FEET;

THENCE NORTH 46°42'56" WEST, 250.00 FEET;

THENCE NORTH 43°17'04" EAST, 95.00 FEET;

THENCE NORTH 46°42'56" WEST, 37.50 FEET;

THENCE NORTH 43°17'04" EAST, 50.00 FEET;

THENCE NORTH 43°31'21" EAST, 451.37 FEET;

THENCE NORTH 46°28'39" WEST, 5.00 FEET;

THENCE NORTH 43°31'21" EAST, 210.77 FEET TO THE SOUTHWESTERN RIGHT-OF-WAY LINE OF PAT TILLMAN BOULEVARD AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE PHASE TWO FILED AS BOOK 885, PAGE 46 RECORDS OF MARICOPA COUNTY, ARIZONA;

* (CONTINUED ON SHEET 2)

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, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDERS.

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 85-002344.001, 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. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

PUBLIC NOTICE:

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

RELEASE OF LIABILITY

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

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, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE NEGLIGENT, 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 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.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS_____ DAY OF _____, 2022, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED_____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2022.

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2021; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BY:
BRIAN J. BENEDICT, RLS
R.L.S# 32222
HILGARTWILSON, LLC.
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
bbenedict@hilgartwilson.com

32222
BRIAN J. BENEDICT
REGISTERED
LAND SURVEYOR

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.

L:\1900\1909\SURVEY\PLAT\HERITAGE ASANTE\PH 2 PARCEL 9\1909-HA-PROJ. 9-PH2-FP01.dwg 4/28/2022 10:21 AM

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HERITAGE ASANTE - PARCEL 9 PHASE 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909
STATUS:
DATE: MAR 2022
MUNICIPAL TRACKING NO:
SCALE: NONE
DRAWN: MRM
APPROVED: BJB

DWG. NO.
FP01
SHT. 1 OF 6

FS21-864

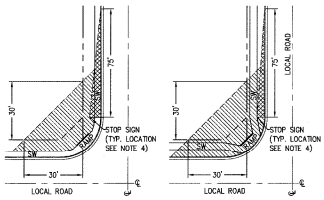
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 39	4934	0.113
LOT : 40	4850	0.111
LOT : 41	4830	0.111
LOT : 42	4795	0.110
LOT : 43	4750	0.109
LOT : 44	4750	0.109
LOT : 45	4750	0.109
LOT : 46	4750	0.109
LOT : 47	4750	0.109
LOT : 48	4750	0.109
LOT : 49	4795	0.110
LOT : 50	4795	0.110
LOT : 51	4750	0.109
LOT : 52	4750	0.109
LOT : 53	4750	0.109
LOT : 54	4750	0.109
LOT : 55	4750	0.109
LOT : 56	4750	0.109
LOT : 57	4750	0.109
LOT : 58	4750	0.109

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 59	4811	0.110
LOT : 60	4848	0.111
LOT : 61	4750	0.109
LOT : 62	4750	0.109
LOT : 63	4750	0.109
LOT : 64	4750	0.109
LOT : 65	4750	0.109
LOT : 66	4750	0.109
LOT : 67	4750	0.109
LOT : 68	4750	0.109
LOT : 69	4795	0.110
LOT : 70	5087	0.117
LOT : 71	5000	0.115
LOT : 72	4980	0.114
LOT : 73	4911	0.113
LOT : 74	4928	0.113
LOT : 75	4750	0.109
LOT : 76	4750	0.109
LOT : 77	4750	0.109
LOT : 78	4750	0.109

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 79	4750	0.109
LOT : 80	4750	0.109
LOT : 81	4750	0.109
LOT : 82	4750	0.109
LOT : 83	4811	0.110
LOT : 84	4750	0.109
LOT : 85	4750	0.109
LOT : 86	4750	0.109
LOT : 87	4750	0.109
LOT : 88	4750	0.109
LOT : 89	6272	0.144
LOT : 90	8049	0.185
LOT : 91	6628	0.152
LOT : 92	4795	0.110
LOT : 93	4750	0.109
LOT : 94	4750	0.109

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.9928	PRIVATE ACCESSWAY, WATER & SEWER EASEMENT
TRACT G	0.0367	COMMON AREA
TRACT H	0.0367	COMMON AREA
TRACT I	0.1369	COMMON AREA
TRACT J	0.0367	COMMON AREA
TRACT K	0.0367	COMMON AREA
TRACT L	0.0184	COMMON AREA
TRACT M	1.1097	COMMON AREA & DRAINAGE

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

CITY OF SURPRISE SUPPLEMENTAL ENGINEERING DEVELOPMENT STANDARDS DETAILS FOR PUBLIC CONSTRUCTION: DETAIL NO. 4-02
SEE DETAIL NO. 4-01 SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL & COLLECTOR STREETS

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 ENCROACH 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

AREAS

TRACT A AREA =	86,807 SQ. FT.	1.9928 ACRES
TRACTS G-M AREA =	61,503 SQ. FT.	1.4118 ACRES
LOT AREA =	274,663 SQ. FT.	6.3054 ACRES
GROSS AREA =	422,973 SQ. FT.	9.7100 ACRES
NET AREA =	336,166 SQ. FT.	7.7172 ACRES
DENSITY (GROSS) =		5.8 D.U. / ACRE
DENSITY (NET) =		7.3 D.U. / ACRE

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. 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.).
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. 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.
8. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
9. 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."
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
11. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
12. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
13. TOTAL NUMBER OF LOTS = 56
14. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS17-010 OR AS SUBSEQUENTLY AMENDED.
15. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS21-220

LEGAL DESCRIPTION (CONTINUED)

THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHT-OF-WAY:

THENCE SOUTH 65°12'24" EAST, 261.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2132.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°13'22", AN ARC LENGTH OF 194.39 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 30°00'58" WEST, 39.48 FEET;

THENCE SOUTH 46°28'39" EAST, 101.00 FEET;

THENCE SOUTH 43°31'21" WEST, 92.00 FEET;

THENCE SOUTH 88°31'21" WEST, 7.07 FEET;

THENCE SOUTH 43°31'21" WEST, 40.00 FEET;

THENCE SOUTH 01°28'39" EAST, 14.14 FEET;

THENCE NORTH 46°28'39" WEST, 85.00 FEET;

THENCE SOUTH 43°31'21" WEST, 402.00 FEET;

THENCE SOUTH 46°28'39" EAST, 85.00 FEET;

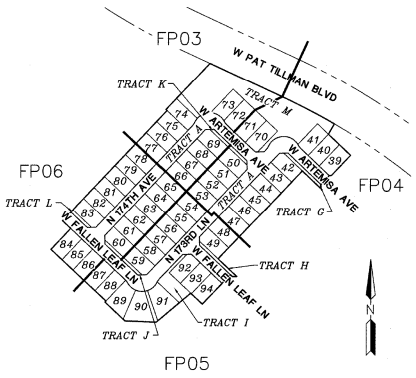
THENCE SOUTH 88°31'21" WEST, 14.14 FEET;

THENCE NORTH 46°28'39" WEST, 9.00 FEET;

THENCE SOUTH 43°31'21" WEST, 135.00 FEET;

THENCE NORTH 46°28'39" WEST, 52.69 FEET;

THENCE SOUTH 49°51'36" WEST, 149.01 FEET TO THE **POINT OF BEGINNING**.



SHEET INDEX MAP
N.T.S.

32222
BRIAN J. BENEDICT
REGISTERED LAND SURVEYOR
BRIAN J. BENEDICT
32222
03/31/2023

U:\1900\1909\SURVEY\PLAT\HERITAGE ASANTE\PH 2 PARCEL 9\1909-HA-PRSL 9-PH2-FP02.dwg 4/26/2022 10:21 AM

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www.hilgartwilson.com

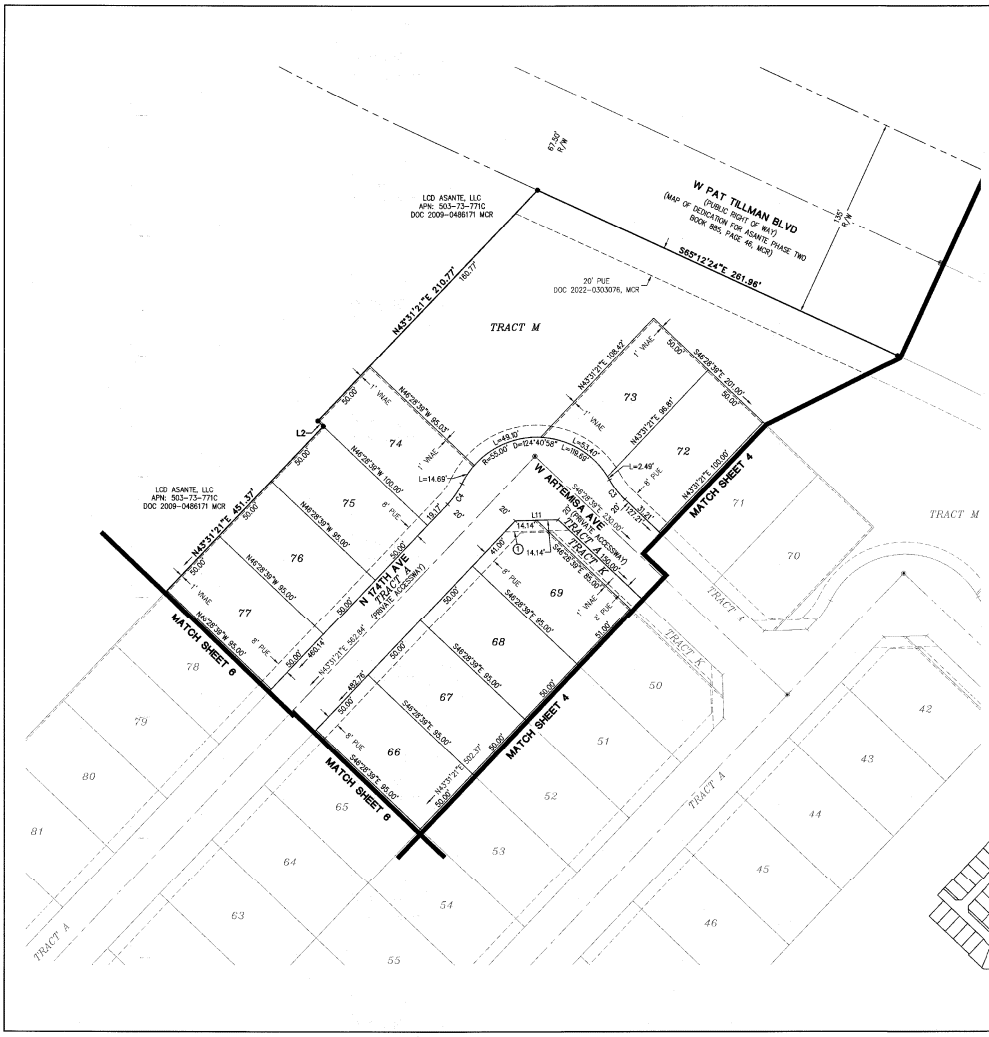
HERITAGE ASANTE - PARCEL 9 PHASE 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: MAR 2022	
SCALE: NONE	MUNICIPAL TRACKING NO:
DRAWN: MRN	
APPROVED: BJB	

DWG. NO.
FP02
SHT. 2 OF 6

FS21-864



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HERITAGE ASANTE - PARCEL 9 PHASE 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
DATE: MAR 2022
SCALE: AS SHOWN
DRAWN: MRM
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP03
SHT. 3 OF 6

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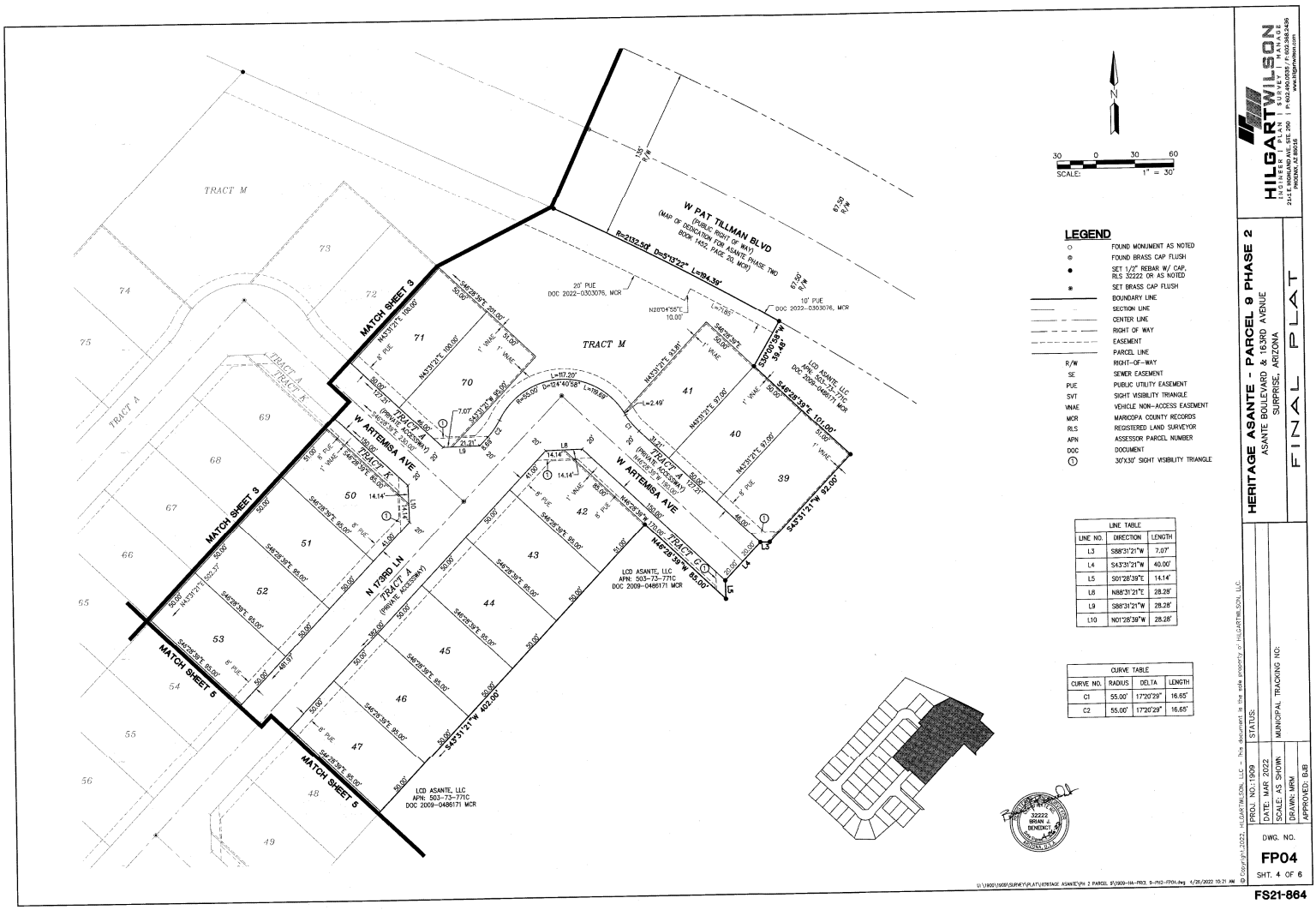

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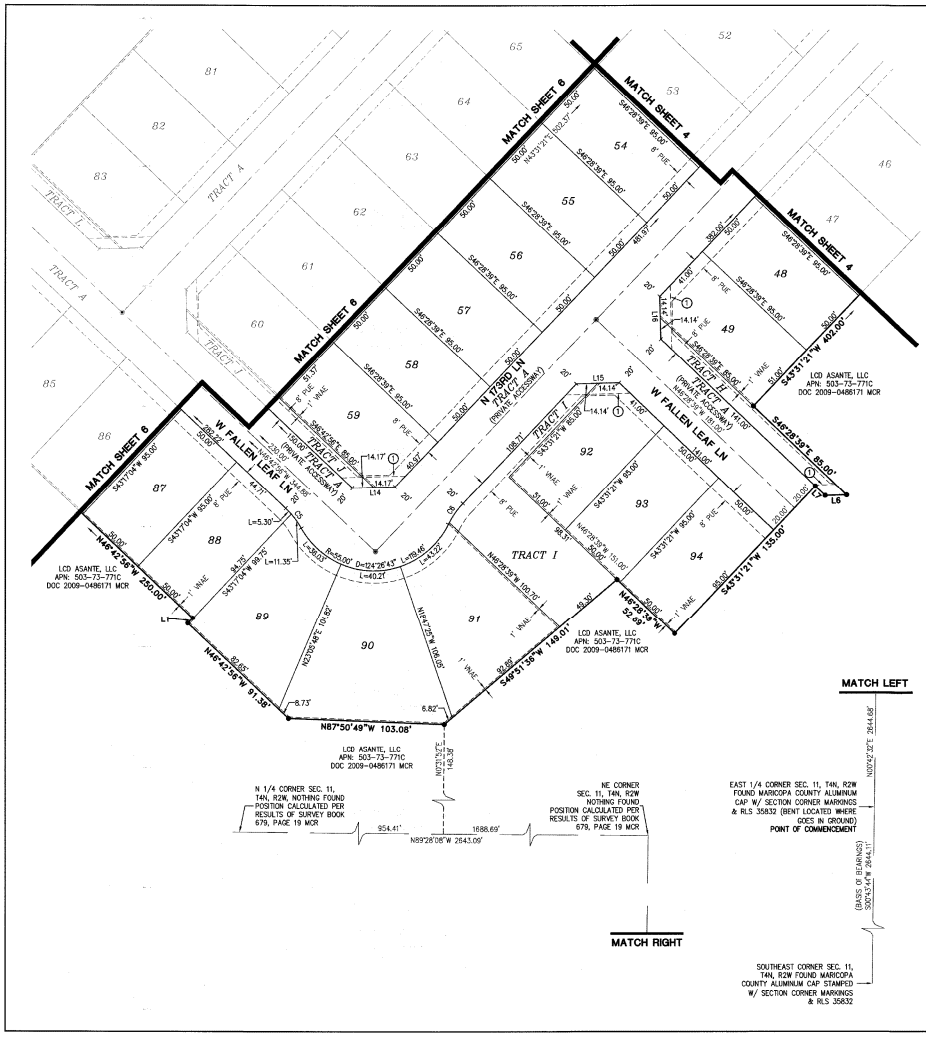


N

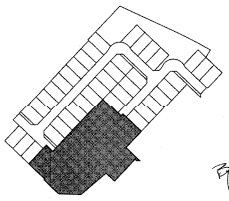
30 0 30 60
SCALE: 1" = 30'

LEGEND

○	FOUND MONUMENT AS NOTED
⊙	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	SET BRASS CAP FLUSH
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	RIGHT OF WAY
	EASEMENT
	PARCEL LINE
R/W	RIGHT-OF-WAY
SE	SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
DOC	DOCUMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N43°17'04"E	5.00'
L6	S88°31'21"W	14.14'
L7	N46°28'39"W	9.00'
L14	S88°24'13"W	28.34'
L15	S88°31'21"W	28.28'
L16	N01°28'39"W	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	55.00'	17°20'30"	16.65'
C6	55.00'	17°20'30"	16.65'



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HERITAGE ASANTE - PARCEL 9 PHASE 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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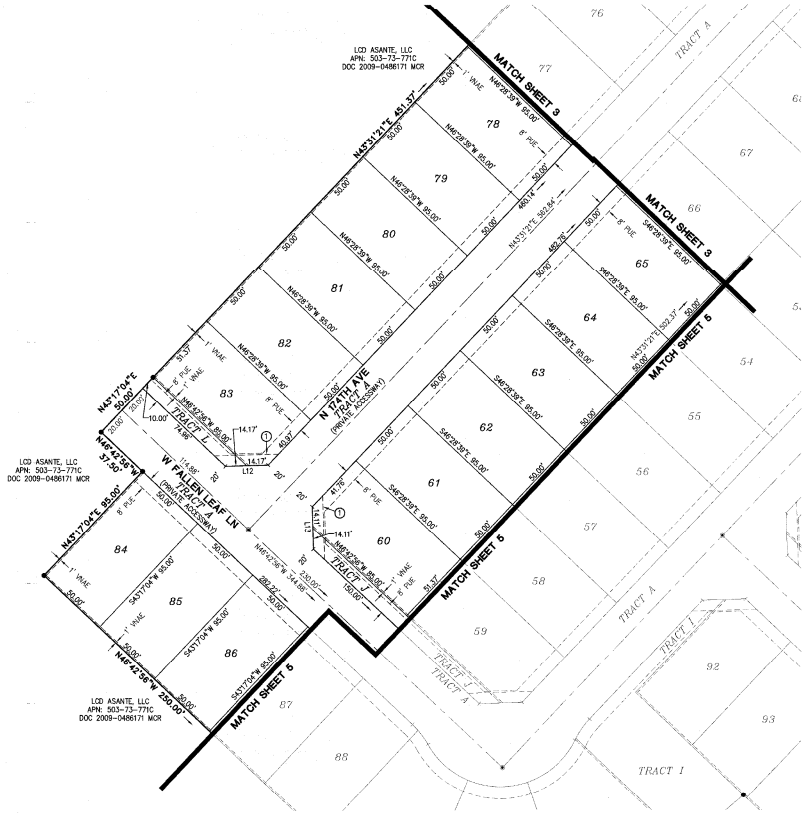
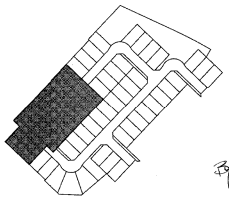
PROJ. NO.: 1909
DATE: MAR 2022
SCALE: AS SHOWN
DRAWN: MRM
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:

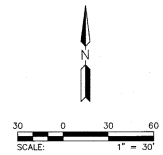
DWG. NO.
FP05
SHT. 5 OF 6

U:\1900\1909\SURVEY\PLAT\VERITAGE ASANTE\PH 2 PARCEL 9\R09-1A-PRCL 9-PH2-FP05.dwg 4/26/2022 10:22 AM

FS21-864







LEGEND

○	FOUND MONUMENT AS NOTED
⊙	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
⊛	SET BRASS CAP FLUSH
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	RIGHT OF WAY
	EASEMENT
	PARCEL LINE
R/W	RIGHT-OF-WAY
SE	SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
DOC	DOCUMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L12	S88°24'13"W	28.34'
L13	N01°35'47"W	28.23'

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

HERITAGE ASANTE - PARCEL 9 PHASE 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909
DATE: MAR 2022
SCALE: AS SHOWN
DRAWN: MRM
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP06
SHT. 6 OF 6

L:\1900\1909\SURVEY\PLAT\HERITAGE ASANTE\PH 2 PARCEL 9\1909-HA-PH2-FP06.dwg 4/29/2022 10:22 AM

FS21-864

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

28 April 2021

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

Ms. Nichole Flores
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS21-220; Heritage Asante Parcel 9 (APN: 503-73-771C)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the Preliminary Plat Application for Heritage Asante Parcel 9. The site is located on 20.9 acres of undeveloped land located at Asante Blvd and Pat Tillman Blvd in Surprise, AZ and is part of the larger 2,105 acre, mixed use Asante North Master Planned Development. This request is to develop 98 single-family homes for an overall density of 4.6 du/ac. The site is located approximately 2.2 miles outside the Luke AFB Auxiliary Field #1 65 DNL, "high noise or accident potential zone." as defined by A.R.S. § 28-8461, and falls inside and outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 DNL as follows: a maximum of 2 du/acre from the 65 DNL to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. This project with a density of 4.6 du/ac falls within these guidelines.

This request, as stated in the application, will not negatively impact the flying operations at Luke AFB. Since the site is located within the "territory in the vicinity of a military airport," it will be subjected to noise from approximately 165 flights per day, we recommend you review the sound attenuation requirements found in A.R.S. §28-8482. We also encourage an aggressive notification program on the part of the applicant to inform potential residents about Luke AFB operations.

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

Sincerely

TOALE.CHRISTOPHER.P.1039696165 Digitally signed by TOALE.CHRISTOPHER.P.1039696165 Date: 2021.04.28 13:38:18 -07'00'

CHRISTOPHER P. TOALE

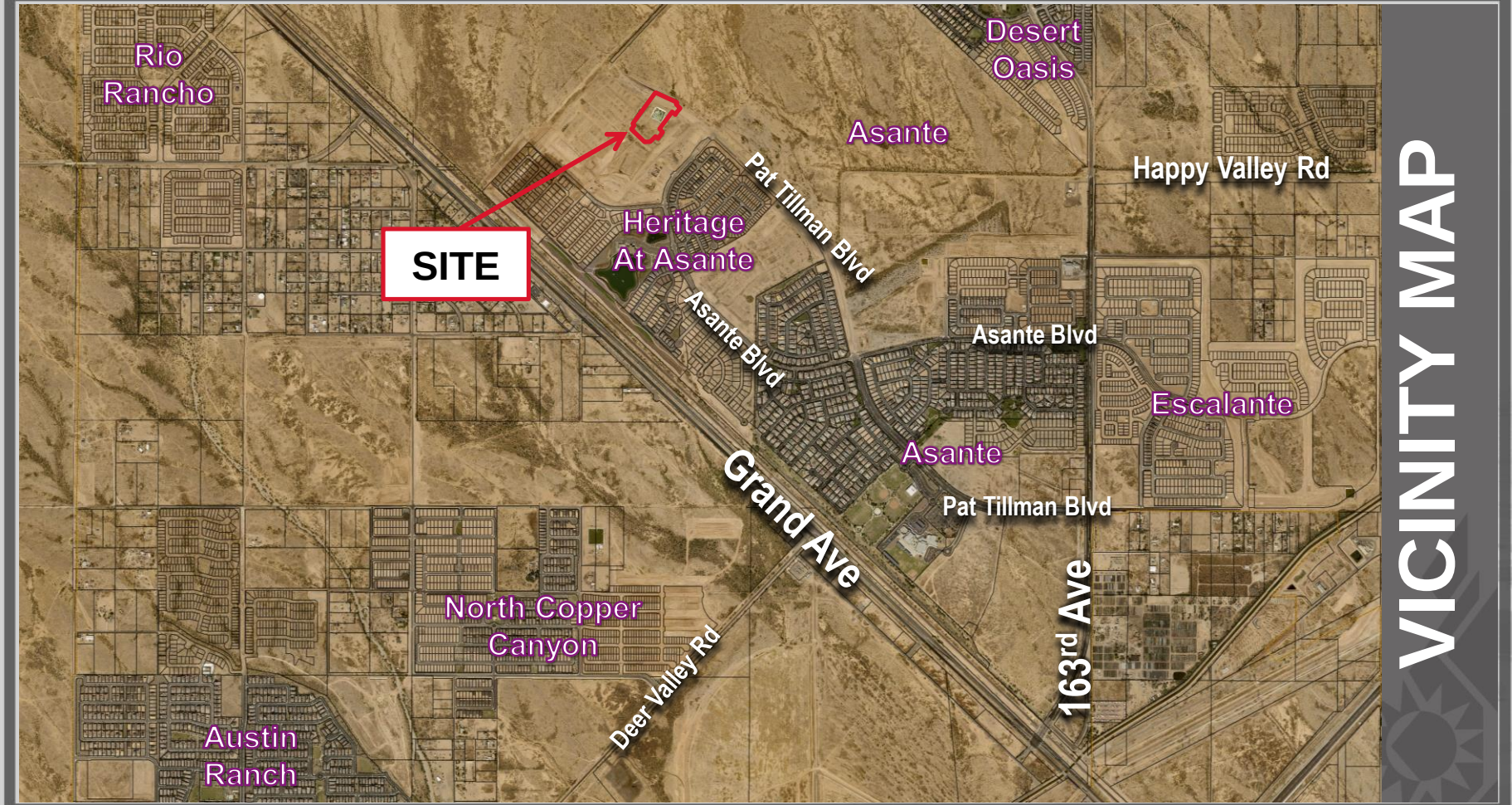
cc:
Colonel Luke B. Casper, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

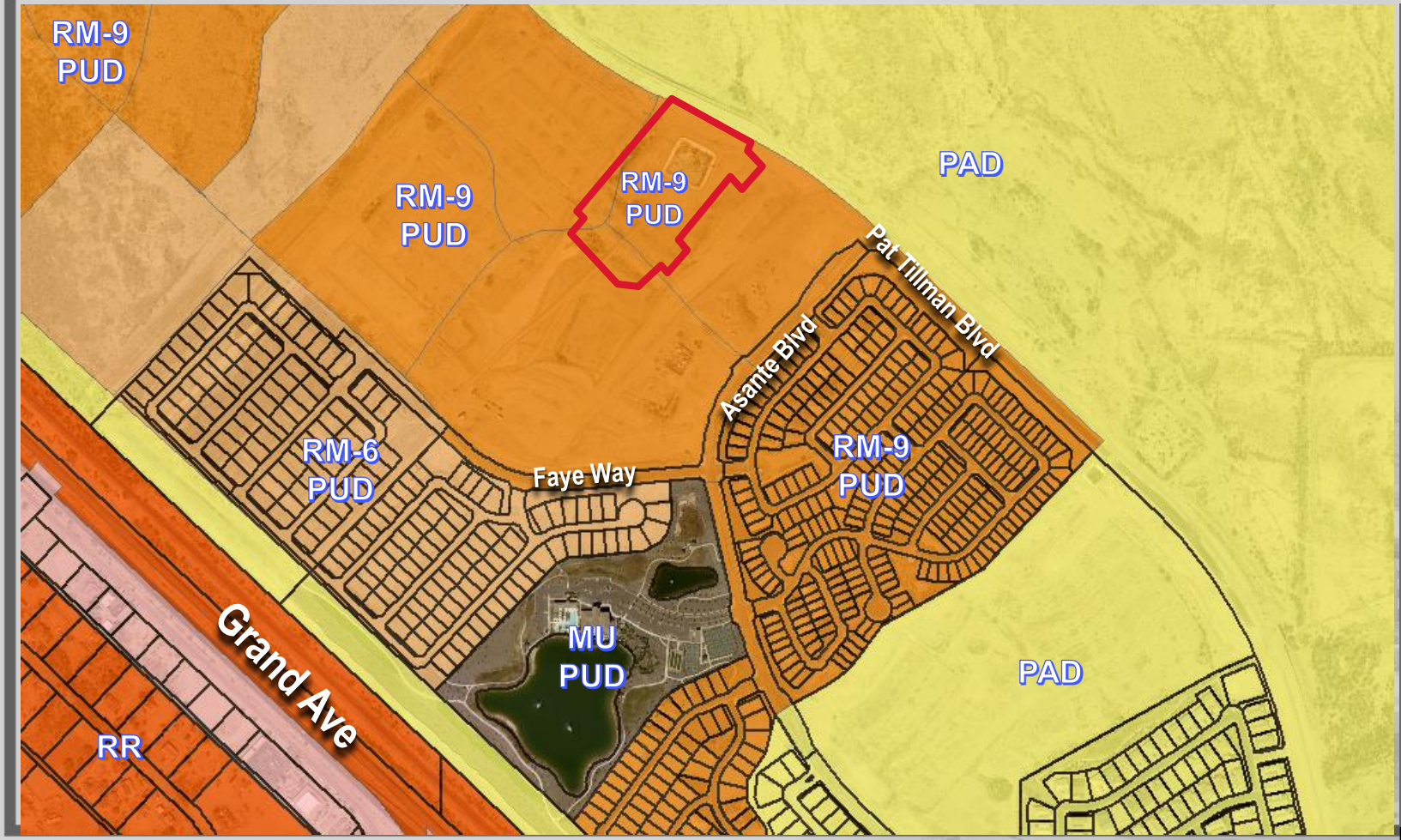
SURPRISE
ARIZONA

Heritage Asante Parcel 9 Phase 2 Final Plat

City Council

June 21, 2022


VICINITY MAP
SITE
Rio Rancho
Desert Oasis
Asante
Happy Valley Rd
Pat Tillman Blvd
Heritage At Asante
Asante Blvd
Asante Blvd
Escalante
Asante
Grand Ave
Pat Tillman Blvd
163rd Ave
North Copper Canyon
Deer Valley Rd
Austin Ranch


RM-9
PUD
RM-9
PUD
RM-9
PUD
PAD
Pat Tillman Blvd
Asante Blvd
RM-6
PUD
Faye Way
RM-9
PUD
MU
PUD
Grand Ave
RR
PAD

ZONING

FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 9 PHASE 2
SURPRISE, ARIZONA
BEING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

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 "HERITAGE ASANTE – PARCEL 9 PHASE 2", BEING 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, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "HERITAGE ASANTE – PARCEL 9 PHASE 2" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACT A IS HEREBY DECLARED AS PRIVATE ACCESSWAY TO BE OWNED AND MAINTAINED BY HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, 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 A.

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 FIELDS.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

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 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 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.

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 _____, 2021.

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 } SS
COUNTY OF MARICOPA }

ON THIS, THE _____ DAY OF _____, 2022, BEFORE ME APPEARED, JEFFERY GUNDERSON, WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT, OF LENNAR COMMUNITIES DEVELOPMENT INC., A DELAWARE CORPORATION THE 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 HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

BY: _____

TITLE: _____

PRINTED NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS, THE _____ DAY OF _____, 2022, 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 _____

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN SOUTHEAST QUARTER OF SECTION 2 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESORBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS SOUTH 00°43'44" WEST, 2,644.11 FEET;

THENCE NORTH 00°42'32" EAST, 2644.68 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE NORTHEAST CORNER, POSITION CALCULATED PER RESULTS OF SURVEY RECORDED IN BOOK 679, PAGE 19, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE NORTH 89°28'08" WEST, 1688.69 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE LEAVING SAID NORTH LINE, NORTH 00°31'52" EAST, 148.38 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87°50'49" WEST, 103.08 FEET;

THENCE NORTH 46°42'56" WEST, 91.38 FEET;

THENCE NORTH 43°17'04" EAST, 5.00 FEET;

THENCE NORTH 46°42'56" WEST, 250.00 FEET;

THENCE NORTH 43°17'04" EAST, 95.00 FEET;

THENCE NORTH 46°42'56" WEST, 37.50 FEET;

THENCE NORTH 43°17'04" EAST, 50.00 FEET;

THENCE NORTH 43°31'21" EAST, 451.37 FEET;

THENCE NORTH 46°28'39" WEST, 5.00 FEET;

THENCE NORTH 43°31'21" EAST, 210.77 FEET TO THE SOUTHWESTERN RIGHT-OF-WAY LINE OF PAT TILLMAN BOULEVARD AS SHOWN ON THE MASTER PLAT OF HERITAGE ASANTE PHASE 1 FILED AS BOOK 1452, PAGE 20 RECORDS OF MARICOPA COUNTY, ARIZONA;

* (CONTINUED ON SHEET 2)

BASIS OF BEARING

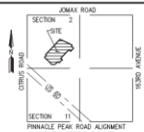
BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDERS.

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. 04013C2210L, 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.



VICINITY MAP
NOT TO SCALE

OWNER

LCD ASANTE, LLC
1665 W ALAMEDA DR., SUITE 130
TEMPE, AZ 85282-3200

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN BENEDICT, RLS

SHEET INDEX

FP01	COVER SHEET
FP02	SHEET INDEX MAP, NOTES, LOT/TRACT AREA TABLE, LOT SETBACK & VISIBILITY DETAIL
FP03–FP06	FINAL PLAT

PUBLIC NOTICE:

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

RELEASE OF LIABILITY

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

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 NON-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 NEW-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, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLEY FROM THE NEGLIGENT, 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 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.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS_____ DAY OF _____, 2022, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED_____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2022.

ATTEST:

_____ _____
MAYOR DATE

_____ _____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2021; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BY:
BRIAN J. BENEDICT, RLS
RLS# 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
bbenedict@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.

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HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., SUITE 250 | P: 602.490.0535 | F: 602.368.2436
PHOENIX, ARIZONA 85016 | WWW.HILGARTWILSON.COM

HERITAGE ASANTE - PARCEL 9 PHASE 2
ASANTE BOULEVARD & TESORO AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO. 1959	STATUS:
DATE: OCT 2021	MUNICIPAL TRACKING NO:
SCALE: NONE	
DRAWN: MPM	
APPROVED: BJB	

DWG. NO.
FP01
SHT. 1 OF 6

G:\1900\1959\SURVEY\PLAT\HERITAGE ASANTE\PH 2 PARCEL 9\1959-HA-PR01_9-PH2-FP01.dwg, 10/18/2021 11:42 AM

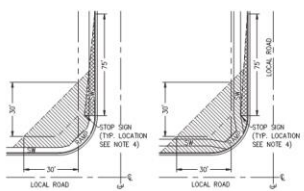
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 39	4934	0.113
LOT : 40	4850	0.111
LOT : 41	4830	0.111
LOT : 42	4795	0.110
LOT : 43	4750	0.109
LOT : 44	4750	0.109
LOT : 45	4750	0.109
LOT : 46	4750	0.109
LOT : 47	4750	0.109
LOT : 48	4750	0.109
LOT : 49	4795	0.110
LOT : 50	4795	0.110
LOT : 51	4750	0.109
LOT : 52	4750	0.109
LOT : 53	4750	0.109
LOT : 54	4750	0.109
LOT : 55	4750	0.109
LOT : 56	4750	0.109
LOT : 57	4750	0.109
LOT : 58	4750	0.109

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 59	4811	0.110
LOT : 60	4848	0.111
LOT : 61	4750	0.109
LOT : 62	4750	0.109
LOT : 63	4750	0.109
LOT : 64	4750	0.109
LOT : 65	4750	0.109
LOT : 66	4750	0.109
LOT : 67	4750	0.109
LOT : 68	4750	0.109
LOT : 69	4795	0.110
LOT : 70	5087	0.117
LOT : 71	5000	0.115
LOT : 72	4980	0.114
LOT : 73	4911	0.113
LOT : 74	4928	0.113
LOT : 75	4750	0.109
LOT : 76	4750	0.109
LOT : 77	4750	0.109
LOT : 78	4750	0.109

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 79	4750	0.109
LOT : 80	4750	0.109
LOT : 81	4750	0.109
LOT : 82	4750	0.109
LOT : 83	4811	0.110
LOT : 84	4750	0.109
LOT : 85	4750	0.109
LOT : 86	4750	0.109
LOT : 87	4750	0.109
LOT : 88	4750	0.109
LOT : 89	6272	0.144
LOT : 90	8049	0.185
LOT : 91	6628	0.152
LOT : 92	4795	0.110
LOT : 93	4750	0.109
LOT : 94	4750	0.109

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.9928	PRIVATE ACCESSWAY, WATER & SEWER EASEMENT
TRACT G	0.0367	COMMON AREA
TRACT H	0.0367	COMMON AREA
TRACT I	0.1369	COMMON AREA
TRACT J	0.0367	COMMON AREA
TRACT K	0.0367	COMMON AREA
TRACT L	0.0184	COMMON AREA
TRACT M	1.1097	COMMON AREA & DRAINAGE

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

CITY OF SURPRISE SUPPLEMENTAL ENGINEERING DEVELOPMENT STANDARDS DETAILS FOR PUBLIC CONSTRUCTION: DETAIL NO. 4-02
SEE DETAIL NO. 4-01 SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL & COLLECTOR STREETS

NOTES:

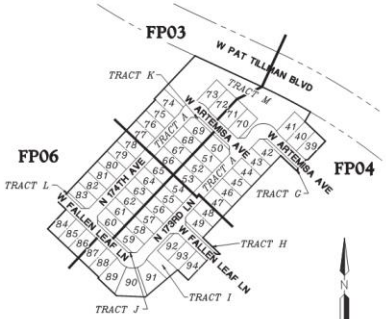
1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN 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

AREAS

TRACT A AREA =	86,807 SQ. FT.	1.9928 ACRES
TRACTS G-M AREA =	61,503 SQ. FT.	1.4119 ACRES
LOT AREA =	274,663 SQ. FT.	6.3054 ACRES
GROSS AREA =	422,973 SQ. FT.	9.7101 ACRES
NET AREA =	336,166 SQ. FT.	7.7173 ACRES
DENSITY (GROSS) =		5.8 D.U. / ACRE
DENSITY (NET) =		7.3 D.U. / ACRE



SHEET INDEX MAP
N.T.S.

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. 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.).
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. 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.
8. 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.
9. 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."
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
11. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
12. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
13. TOTAL NUMBER OF LOTS = 56
14. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS18-078 OR AS SUBSEQUENTLY AMENDED.
15. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS19-854

LEGAL DESCRIPTION (CONTINUED)

THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHT-OF-WAY:

THENCE SOUTH 65°12'24" EAST, 261.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2132.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°13'22", AN ARC LENGTH OF 194.39 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 30°00'58" WEST, 39.48 FEET;

THENCE SOUTH 46°28'39" EAST, 101.00 FEET;

THENCE SOUTH 43°31'21" WEST, 92.00 FEET;

THENCE SOUTH 88°31'21" WEST, 7.07 FEET;

THENCE SOUTH 43°31'21" WEST, 40.00 FEET;

THENCE SOUTH 01°28'39" EAST, 14.14 FEET;

THENCE NORTH 46°28'39" WEST, 85.00 FEET;

THENCE SOUTH 43°31'21" WEST, 402.00 FEET;

THENCE SOUTH 46°28'39" EAST, 85.00 FEET;

THENCE SOUTH 88°31'21" WEST, 14.14 FEET;

THENCE NORTH 46°28'39" WEST, 9.00 FEET;

THENCE SOUTH 43°31'21" WEST, 135.00 FEET;

THENCE NORTH 46°28'39" WEST, 52.69 FEET;

THENCE SOUTH 49°51'36" WEST, 149.01 FEET TO THE POINT OF BEGINNING.

32223
BRIAN J. BENEDICT
REGISTERED LAND SURVEYOR
Expires 03/31/2023

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U:\1900\1909\SURVEY\PLAT\HERITAGE ASANTE\PH 2 PARCEL 9\1909-HA-PRSL 9-PH2-FP02.dwg 10/18/2021 11:43 AM

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HERITAGE ASANTE - PARCEL 9 PHASE 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
DATE: OCT 2021
SCALE: NONE
DRAWN: MRM
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP02
SHT. 2 OF 6

FINAL PLAT

SCALE: 30 0 30 60
1" = 30'

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- SET BRASS CAP FLUSH
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- R/W RIGHT-OF-WAY
- SE SEWER EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- DOC DOCUMENT
- ① 30'X30' SIGHT VISIBILITY TRIANGLE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	N46°28'39"W	5.00'
L11	S88°31'21"W	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C3	55.00'	17°20'29"	16.65'
C4	55.00'	17°20'29"	16.65'

32222
BRIAN J. BENEDICT
ARIZONA, U.S.A.

U:\1900\1909\SURVEY\PLAT\HERITAGE ASANTE\PH 2 PARCEL 9\1909-HA-PRL-9-PHD-FP03.dwg 10/18/2021 11:43 AM

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PHOENIX, AZ 85016
www.hilgartwilson.com

HERITAGE ASANTE - PARCEL 9 PHASE 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

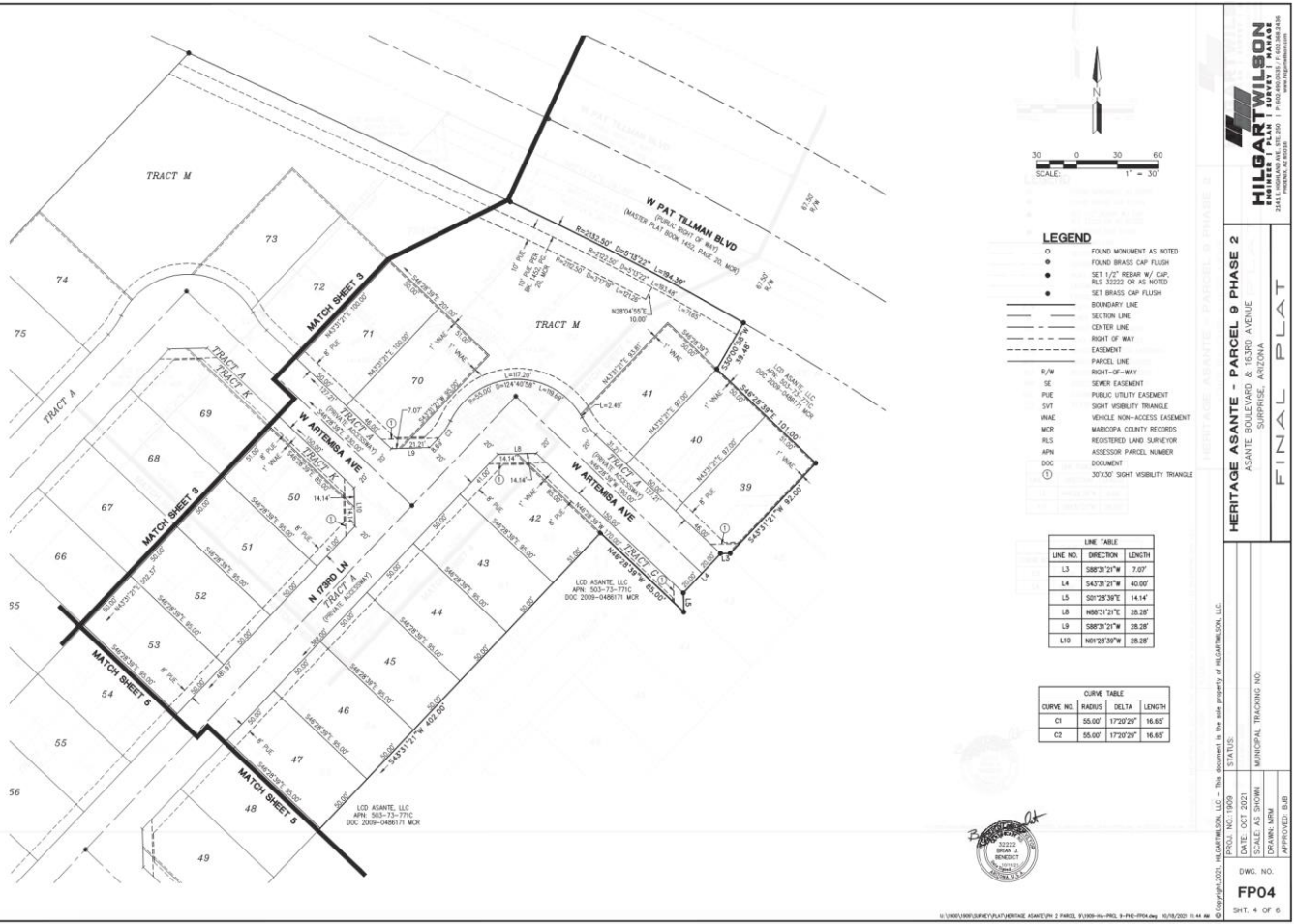
STATUS:

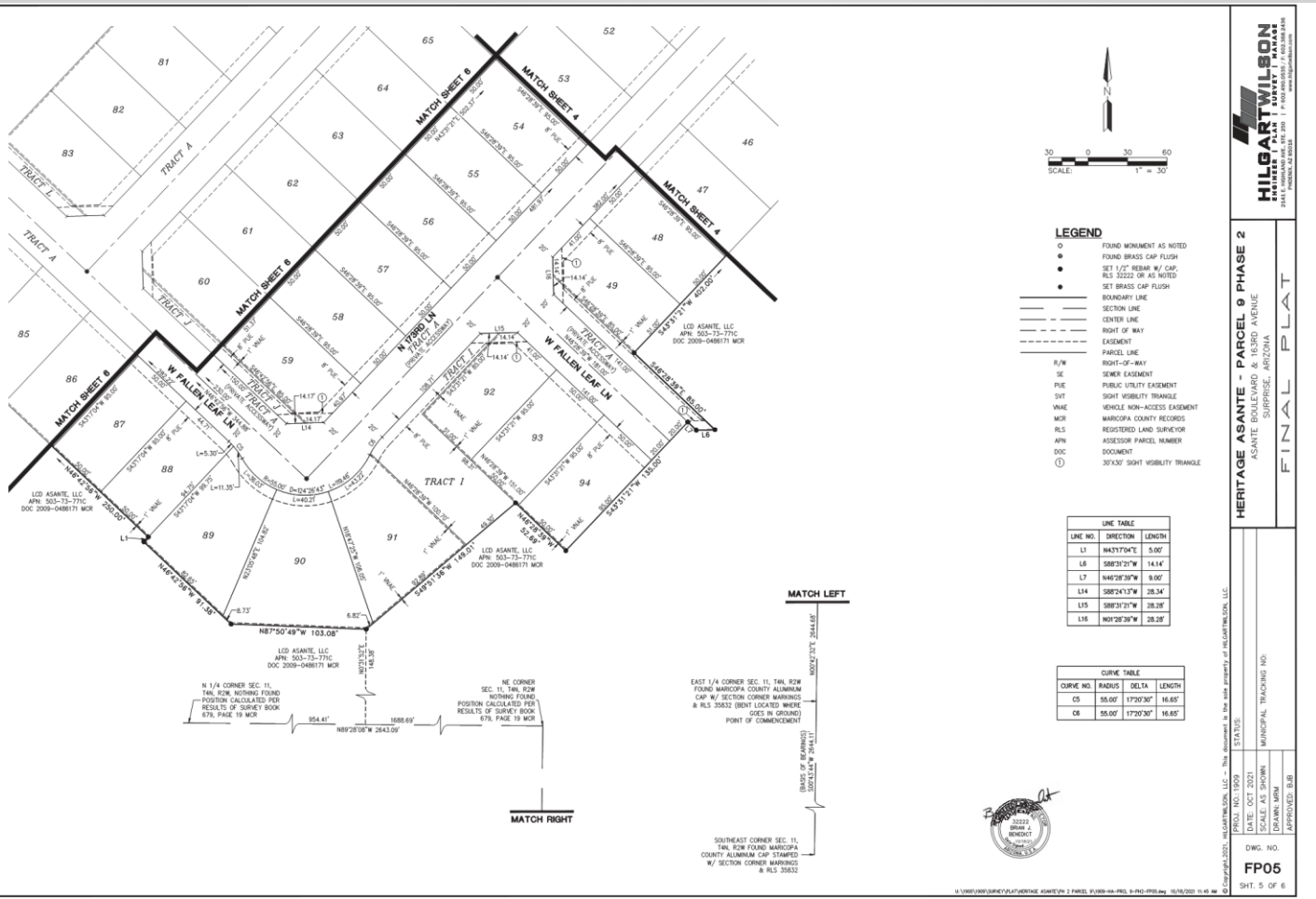
MUNICIPAL TRACKING NO:

PROJ. NO.: 1909
DATE: OCT 2021
SCALE: AS SHOWN
DRAWN: MRM
APPROVED: BJB

DWG. NO.
FP03
SHT. 3 OF 6

FINAL PLAT


TRACT M
W PAT TILLMAN BLVD
(PUBLIC RIGHT OF WAY)
(MASTER PLAT BOOK 1452, PAGE 20, MCR)
R=2532.50' D=01°15'23" L=54.56'
R=2532.50' D=01°15'23" L=54.56'
R=2532.50' D=3°11'16" L=140.98'
N28°04'55"E
10.00'
L=117.20'
R=550.00' D=12°41'40"58" L=119.59'
L=2.49'
MATCH SHEET 3
MATCH SHEET 5
TRACT A
W ARTEMISA AVE
N 175RD LN
(PRIVATE ACCESSWAY)
LCD ASANTE, LLC
APN: 503-73-771C
DOC 2009-0466171 MCR
S00°01'08"W
39.95'
S40°28'39"E 101.00'
S43°31'21"W 83.00'
N40°28'39"W 83.00'
S43°31'21"W 400.00'
S46°28'39"E 30.00'
N43°31'21"E 400.00'
N43°31'21"E 83.00'
S46°28'39"E 30.00'
S43°31'21"W 83.00'
S46°28'39"E 30.00'
S43°31'21"W 83.00'
S46°28'39"E 30.00'
S43°31'21"W



LEGEND

○	FOUND MONUMENT AS NOTED
●	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
●	SET BRASS CAP FLUSH
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	RIGHT OF WAY
	EASEMENT
	PARCEL LINE
R/W	RIGHT-OF-WAY
SE	SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
DOC	DOCUMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N43°17'04"E	5.00'
L6	S88°31'21"W	14.14'
L7	N46°28'39"W	9.00'
L14	S88°24'13"W	28.34'
L15	S88°31'21"W	28.28'
L16	N01°28'39"W	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	55.00'	17°20'30"	16.65'
C6	55.00'	17°20'30"	16.65'

REGISTERED LAND SURVEYOR
32222
BRIAN J.
BENEDICT
10/19/21
ARIZONA U.S.A.

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ENGINEER | PLAN | SURVEY | MANAGE
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HERITAGE ASANTE - PARCEL 9 PHASE 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909
DATE: OCT 2021
SCALE: AS SHOWN
DRAWN: MRM
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP05
SHT. 5 OF 6

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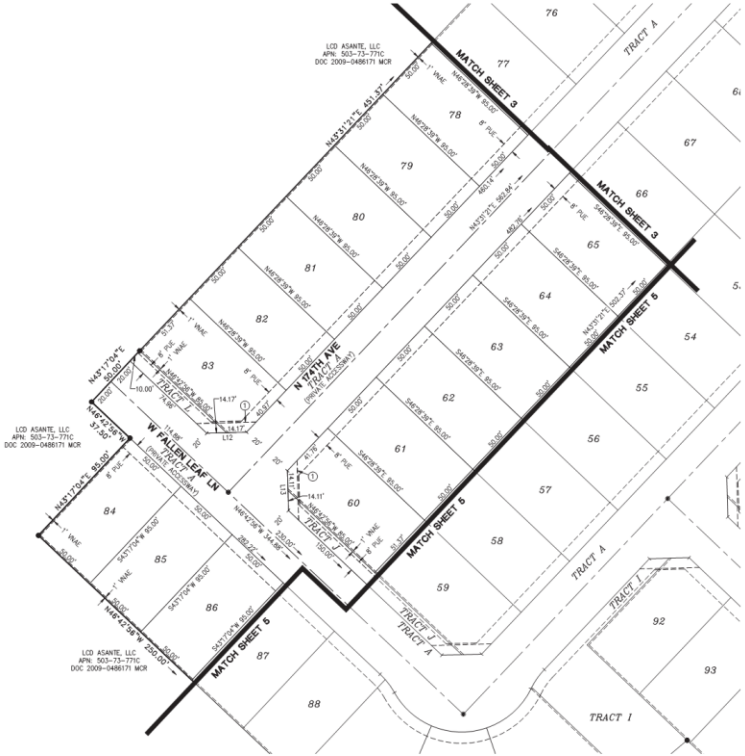
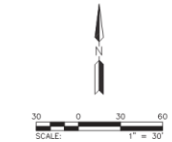
FINAL PLAT





LEGEND

○	FOUND MONUMENT AS NOTED
●	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
●	SET BRASS CAP FLUSH
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	RIGHT OF WAY
	EASEMENT
	PARCEL LINE
R/W	RIGHT-OF-WAY
SE	SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
DOC	DOCUMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L12	S88°24'13"W	28.34'
L13	N01°35'47"W	28.23'

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HERITAGE ASANTE - PARCEL 9 PHASE 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
DATE: OCT 2021
SCALE: AS SHOWN
DRAWN: MRM
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP06
SHT. 6 OF 6

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Paloma Creek Phase 3" and dated April 26, 2022, a property generally located west of 155th Avenue, between Happy Valley Road and Jomax Road; Case FS21-842.

Motion:
I move to approve the Final Plat entitled, "Paloma Creek Phase 3" and dated April 26, 2022.

Background:
The subject request involves a Final Plat for Phase 3 of the Paloma Creek development. The proposed Final Plat will create 138 standard lots within 39.83 gross acres for a density of 3.5 du/acre. The plat also includes 9.85 acres of open space, which equates to 24.72% of the total site.

Objective Analysis:
The subject Final Plat meets the requirements of the RM-9 PUD zoning, in addition to other requirements as set forth in the Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 3.5 DU/Ac, the proposed Preliminary Plat is well below 8 DU/Ac.

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-842 Paloma Creek Phase 3 Final Plat - Staff Report 062122 CC
2. 01 - FS21-842 Paloma Creek Phase 3 - Vicinity Map
3. 02 - FS21-842 Paloma Creek Phase 3 - Zoning Map
4. 03 - FS21-842 Paloma Creek Phase 3 - Final Plat
5. 04 - FS21-842 Paloma Creek Phase 3 - Landscape Plans
6. FS21-842 Paloma Creek Phase 3 Final Plat - 062122 CC

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS21-842**
Project Name:	Paloma Creek Phase 3 Final Plat
Council District:	1 – Acacia
Meeting Date:	**June 21, 2022**
Planner:	Trever Fleetham, AICP

Owner:	Meritage Homes
Applicant:	EPS Group, Inc.
Request:	A Final Plat for Paloma Creek Phase 3
Site Location:	Generally located west of 155th Avenue, between Happy Valley Road and Jomax Road.
Lot Yield:	138
Area:	39.83 gross acres (approx.)
Density:	3.5 DU/Ac.
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

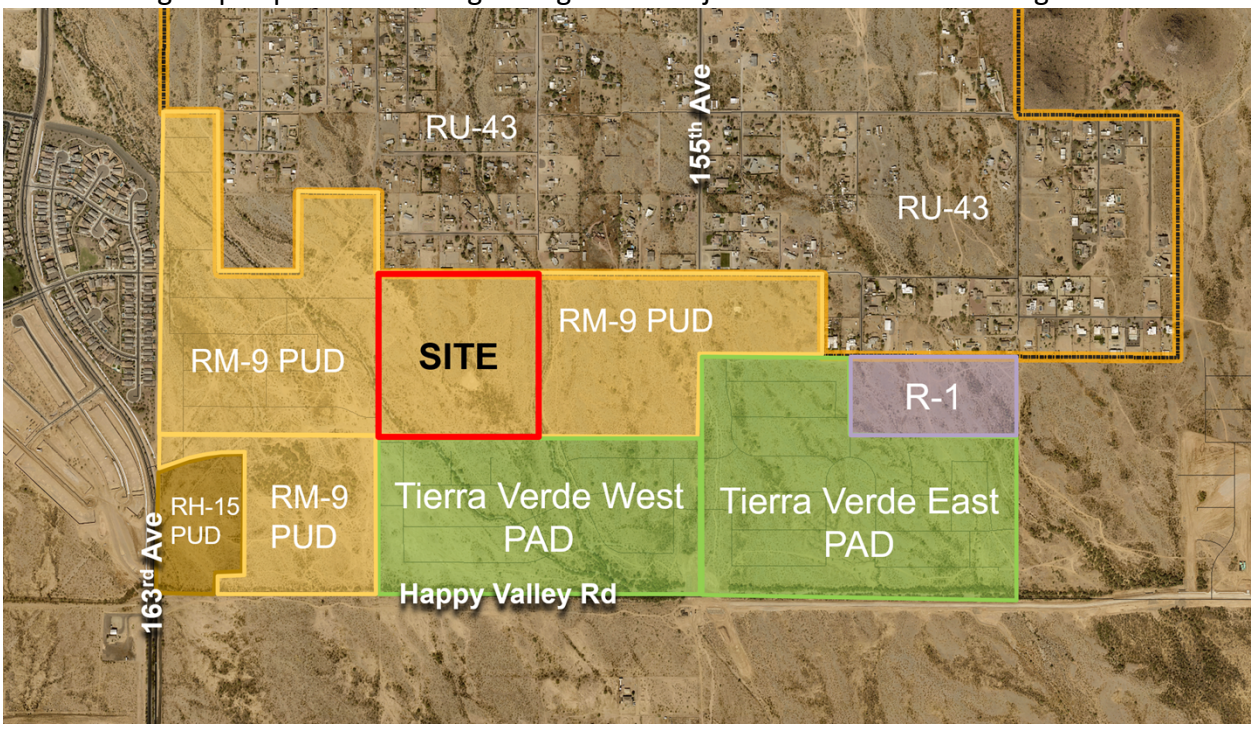
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the RM-9 PUD zoning district as approved under case FS18-150.
- The proposed Final Plat is consistent with the Preliminary Plat as approved under FS18-150.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

The subject request involves a Final Plat for Phase 3 of the Paloma Creek Development. The proposed Final Plat will create 138 standard lots.

EXISTING ZONING:

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



BACKGROUND:

January 12, 2006: The Mayor and City Council approved Ordinance 05-60, annexing a portion of the subject property into the City of Surprise.

September 5, 2019: The Mayor and City Council approved Ordinance 2019-07, annexing a portion of the subject property into the City of Surprise.

September 5, 2019: The Mayor and City Council approved FS18-150: a rezone of the subject property to RM-9 PUD and the Paloma Creek Preliminary Plat.

October 21, 2021: The applicant submitted Final Plat documents for Paloma Creek Phase 3 under case FS21-842, the subject case.

ANALYSIS AND DISCUSSION:

The proposed subdivision of the 39.83 acre site will create 138 lots with 9.85 acres of open space, including 7.96 acres of active open space and 1.88 acres of passive open space. Access to the subdivision will be through the other phases of the Paloma Creek development.

City Council approval of the subject Final Plat will allow the applicant to obtain the civil construction permits necessary to begin construction of the infrastructure associated with this development. The proposed Final Plat is in substantial conformance with the Preliminary Plat, is consistent with the RM-9 PUD zoning and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the Final Plat.

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 3.5 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard.

REVIEWING AGENCIES:

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

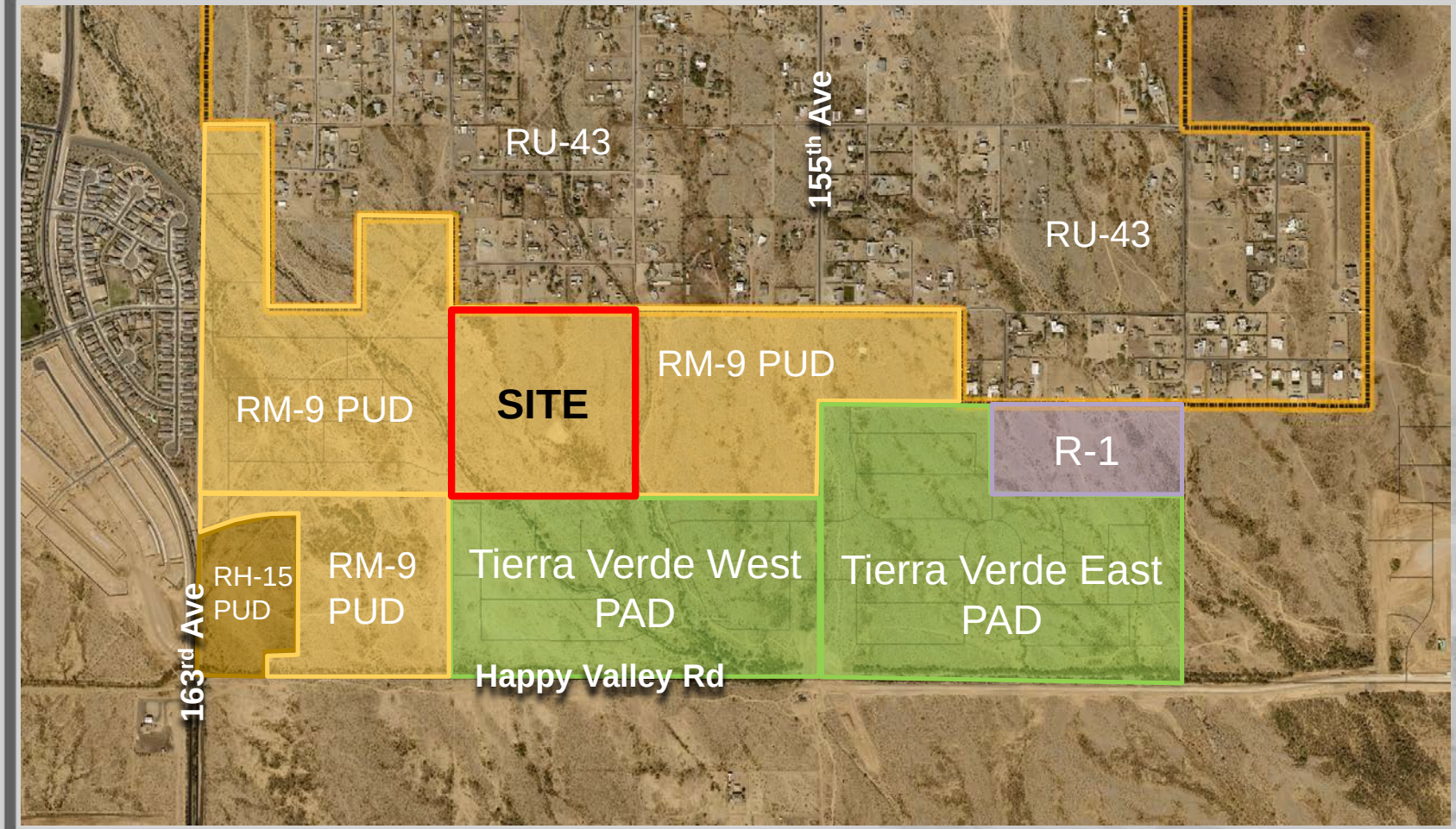
Summary:

The subject Final Plat meets the requirements of the RM-9 PUD zoning, in addition to other applicable requirements as set forth in the Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Attachments:

00 Staff Report
01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Landscape Plans
PPT

FS21-842 Vicinity Map



FS21-842 Zoning Map

FINAL PLAT

Paloma Creek Phase 3

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, "OWNER", HAS SUBDIVIDED UNDER THE NAME "PALOMA CREEK PHASE 3", A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "PALOMA CREEK PHASE 3" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

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

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

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

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

OWNER HEREBY GRANTS TO THE 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 TAXING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

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

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON 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 AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN IN THIS PLAT

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

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

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

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

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT PALOMA CREEK COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "PALOMA CREEK PHASE 3" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, PALOMA CREEK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20____.

PALOMA CREEK COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

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

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

GENERAL NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE AE AND ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED UNDER FS18-150.
8. ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASE FS18-150, OR AS SUBSEQUENTLY AMENDED.

RELEASE OF LIABILITY

MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION "OWNER" DO HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAXING 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.

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

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 INDEMNITY MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION, ITS OFFICER, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF MERITAGE HOMES OF ARIZONA INC., AN ARIZONA CORPORATION ITS OFFICER, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

ZONING

THE ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASE FS18-150, OR AS SUBSEQUENTLY AMENDED.

BASIS OF BEARING

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS MEASURED AND RECORDED IN BOOK 1625 OF MAPS, PAGE 39 OF MARICOPA COUNTY RECORDS.

BEARING: SOUTH 89 DEGREES 48 MINUTES 26 SECONDS WEST

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP AT THE EAST QUARTER CORNER OF SAID SECTION 6, FROM WHICH A REBAR WITH CAP RLS 32226 AT THE CENTER QUARTER CORNER OF SAID SECTION 6, BEARS NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST (BASIS OF BEARING) 2,632.85 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 1,316.44 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SOUTH 0 DEGREES 04 MINUTES 14 SECONDS WEST, 1,319.06 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, NORTH 89 DEGREES 48 MINUTES 48 SECONDS WEST, 1,314.84 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, NORTH 0 DEGREES 00 MINUTES 28 SECONDS WEST, 1,318.44 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 1,316.44 FEET TO THE POINT OF BEGINNING.

OWNERS

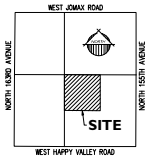
MERITAGE HOMES OF ARIZONA INC.
8800 EAST RAWHIDE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
CONTACT: TROY HILL

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: DANIEL AUKER, PE

SHEET INDEX

1 COVER SHEET
2 LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE AND DETAIL
3 FINAL PLAT PLAN SHEET
4 FINAL PLAT PLAN SHEET
5 FINAL PLAT PLAN SHEET
6 FINAL PLAT PLAN SHEET



SECTION 6
T.4 N., R.1 W.

VICINITY MAP
NOT TO SCALE

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)	PERCENTAGE %
LOTS 259-396 (138 LOTS)	947,528	21.7523	54.62%
TRACTS A – N	428,880	9.8457	24.72%
RIGHT OF WAY	358,451	8.2289	20.66%
NET AREA	1,376,408	31.5980	79.34%
GROSS AREA	1,734,859	39.8269	100%
4.4 DU/AC (NET) 3.5 DU/AC (GROSS)			

OPEN SPACE TABLE

TYPE	ACRES	PERCENTAGE OF TOTAL OPEN SPACE
ACTIVE	7.9628	80.88%
PASSIVE	1.8829	19.12%
TOTAL	9.8457	100%
% TOTAL OPEN SPACE IN PLAT		24.72%

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

ATTEST:

_____ _____
MAYOR DATE

_____ _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND S. MUNOZ III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2021; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RAYMOND S. MUNOZ III, RLS 53160
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 9/13/2021
DATE REVISED: 4/15/2022

EPS GROUP
1130 N. Alma School Road, Suite 120
Mesa, AZ 85201 | P.480.503.2250
www.epsgroupinc.com

Paloma Creek Phase 3
SURPRISE, ARIZONA
FINAL PLAT

Project:

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNOZ III
53160
CERTIFICATE EXPIRES 09/30/2022

Job No.
16-400.10
FP01

Sheet No.
1
of 6

FS FS21-842

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
259	5,445	0.1250
260	5,445	0.1250
261	5,445	0.1250
262	5,445	0.1250
263	6,050	0.1389
264	6,050	0.1389
265	5,445	0.1250
266	5,445	0.1250
267	5,445	0.1250
268	5,445	0.1250
269	5,445	0.1250
270	5,445	0.1250
271	5,445	0.1250
272	6,086	0.1397
273	5,433	0.1247
274	5,445	0.1250
275	5,445	0.1250
276	5,445	0.1250
277	5,445	0.1250
278	5,445	0.1250
279	5,445	0.1250
280	6,050	0.1389
281	6,052	0.1389
282	5,447	0.1250
283	5,447	0.1250
284	5,447	0.1250
285	5,447	0.1250
286	5,447	0.1250

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
287	5,447	0.1250
288	5,443	0.1250
289	5,443	0.1250
290	5,443	0.1250
291	5,443	0.1250
292	5,443	0.1250
293	5,443	0.1250
294	5,443	0.1250
295	6,048	0.1388
296	6,050	0.1389
297	5,445	0.1250
298	5,445	0.1250
299	5,445	0.1250
300	5,445	0.1250
301	5,445	0.1250
302	5,445	0.1250
303	5,433	0.1247
304	5,884	0.1351
305	5,175	0.1188
306	5,175	0.1188
307	5,175	0.1188
308	5,175	0.1188
309	5,175	0.1188
310	5,175	0.1188
311	5,175	0.1188
312	5,175	0.1188
313	5,750	0.1320
314	5,433	0.1247

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
315	5,445	0.1250
316	5,445	0.1250
317	5,445	0.1250
318	5,445	0.1250
319	5,445	0.1250
320	5,445	0.1250
321	5,445	0.1250
322	5,447	0.1250
323	5,447	0.1250
324	5,447	0.1250
325	5,447	0.1250
326	5,447	0.1250
327	5,447	0.1250
328	5,447	0.1250
329	5,447	0.1250
330	6,052	0.1389
331	7,865	0.1806
332	7,865	0.1806
333	7,865	0.1806
334	7,865	0.1806
335	7,865	0.1806
336	7,865	0.1806
337	7,865	0.1806
338	7,865	0.1806
339	7,865	0.1806
340	7,865	0.1806
341	7,865	0.1806
342	7,852	0.1803

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
343	7,853	0.1803
344	7,865	0.1806
345	7,921	0.1818
346	7,865	0.1806
347	7,865	0.1806
348	7,865	0.1806
349	7,865	0.1806
350	7,865	0.1806
351	7,865	0.1806
352	7,865	0.1806
353	7,865	0.1806
354	7,852	0.1803
355	7,853	0.1803
356	7,865	0.1806
357	7,865	0.1806
358	7,865	0.1806
359	7,865	0.1806
360	7,865	0.1806
361	7,865	0.1806
362	7,865	0.1806
363	8,610	0.1977
364	8,133	0.1867
365	7,869	0.1807
366	7,865	0.1806
367	7,865	0.1806
368	7,865	0.1806
369	7,865	0.1806
370	7,852	0.1803

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
371	7,852	0.1803
372	7,865	0.1806
373	7,865	0.1806
374	7,865	0.1806
375	7,865	0.1806
376	7,865	0.1806
377	7,865	0.1806
378	7,865	0.1806
379	7,865	0.1806
380	9,053	0.2078
381	9,598	0.2203
382	9,800	0.2250
383	9,800	0.2250
384	9,800	0.2250
385	9,800	0.2250
386	9,800	0.2250
387	9,800	0.2250
388	9,800	0.2250
389	9,800	0.2250
390	9,800	0.2250
391	9,800	0.2250
392	9,800	0.2250
393	9,800	0.2250
394	9,800	0.2250
395	9,800	0.2250
396	9,816	0.2253

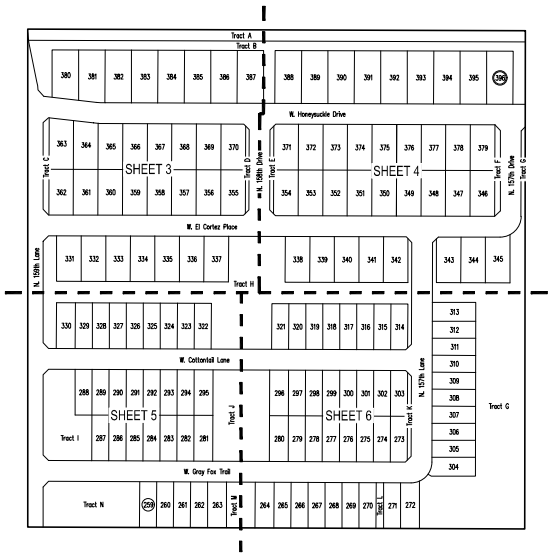
LINE TABLE		
LINE	BEARING	LENGTH
L1	N42°40'18"W	22.73'
L2	N48°19'18"E	19.95'
L3	S44°48'26"E	21.21'
L4	N45°11'34"E	21.21'
L5	N44°48'26"W	21.21'
L6	N45°11'34"E	14.05'
L7	N45°11'34"E	21.21'
L8	N44°48'26"W	21.21'
L9	S45°11'34"W	21.21'
L10	N44°54'27"W	21.25'
L11	N45°05'33"E	21.18'
L12	N44°53'38"W	21.26'
L13	N45°06'22"E	21.17'

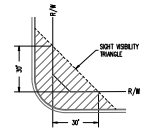
LINE TABLE		
LINE	BEARING	LENGTH
L14	N45°12'33"E	21.21'
L15	S44°47'27"E	21.22'
L16	S45°12'33"W	21.21'
L17	N59°35'43"W	10.22'
L18	N45°06'22"E	21.17'
L19	N44°53'38"W	21.26'
L20	N44°48'26"W	21.21'
L21	N45°11'34"E	21.21'
L22	N19°16'25"W	39.24'
L23	S70°23'13"E	32.17'
L24	N45°48'08"W	11.47'
L25	S02°27'12"W	28.02'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	20.19'	122.50'	9°26'42"	20.17'	S04°43'49"E
C2	4.46'	122.50'	2°05'05"	4.46'	S10°29'42"E
C3	24.65'	122.50'	11°31'46"	24.61'	S05°46'21"E
C4	22.08'	177.50'	7°07'38"	22.07'	N07°58'38"W
C5	31.28'	277.50'	6°27'30"	31.26'	S86°34'49"E
C6	28.18'	250.00'	6°27'30"	28.17'	S86°34'49"E
C7	25.08'	222.50'	6°27'30"	25.07'	S86°34'49"E
C8	86.39'	55.00'	90°00'00"	77.78'	N45°11'34"E
C9	86.42'	55.00'	90°01'38"	77.80'	N45°12'23"E
C10	29.06'	250.00'	6°39'33"	29.04'	N86°46'42"W
C11	25.42'	75.00'	19°25'12"	25.30'	S80°05'50"E
C12	78.00'	45.00'	99°18'50"	68.60'	N40°32'09"E
C13	234.44'	400.00'	33°34'52"	231.10'	N07°40'10"E
C14	70.17'	255.00'	15°45'59"	69.95'	N16°34'36"E
C15	39.05'	255.00'	8°46'29"	39.01'	N12°56'24"W

TRACT AREA AND USAGE TABLE			
TRACT	SQUARE FEET	ACRES	USAGE CATEGORY
Tract A	39,481	0.9064	ACTIVE, LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, INGRESS / EGRESS EASEMENT AND PUBLIC ACCESS TRAIL
Tract B	46,971	1.0783	ACTIVE, LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS TRAIL
Tract C	3,847	0.0883	PASSIVE, LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT
Tract D	2,220	0.0510	PASSIVE, LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT
Tract E	2,220	0.0510	PASSIVE, LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT
Tract F	3,405	0.0782	PASSIVE, LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT
Tract G	120,653	2.7698	ACTIVE, LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND DRAINAGE CHANNEL AND NEIGHBORHOOD TRAIL
Tract H	103,456	2.3750	ACTIVE, LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, RETENTION, AMENITY AND NEIGHBORHOOD TRAIL
Tract I	25,704	0.5901	PASSIVE, LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND DRAINAGE CHANNEL
Tract J	36,300	0.8333	ACTIVE, LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, RETENTION AND NEIGHBORHOOD TRAIL
Tract K	2,220	0.0510	PASSIVE, LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT
Tract L	2,430	0.0558	PASSIVE, LANDSCAPE, OPEN SPACE, SEWER EASEMENT AND ** PUBLIC UTILITY EASEMENT
Tract M	9,180	0.2107	PASSIVE, LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND RETENTION
Tract N	30,802	0.7071	PASSIVE, LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND DRAINAGE CHANNEL

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





TYPICAL S.V.T. EASEMENT
LOCAL TO LOCAL STREET
N.T.S.
(PER CITY OF SURPRISE ENGINEERING DESIGN STANDARDS DETAIL 4-02)

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Mesa, AZ 85201 | F:480.833.3790
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EPS GROUP

Paloma Creek Phase 3
SURPRISE, ARIZONA

FINAL PLAT

Project:

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNOZ II
32780
CERTIFICATE EXPIRES 9/30/2023
REGISTERED LAND SURVEYOR

Job No.
16-400.10
FP01

Sheet No.
2
of 6

FS FS21-842

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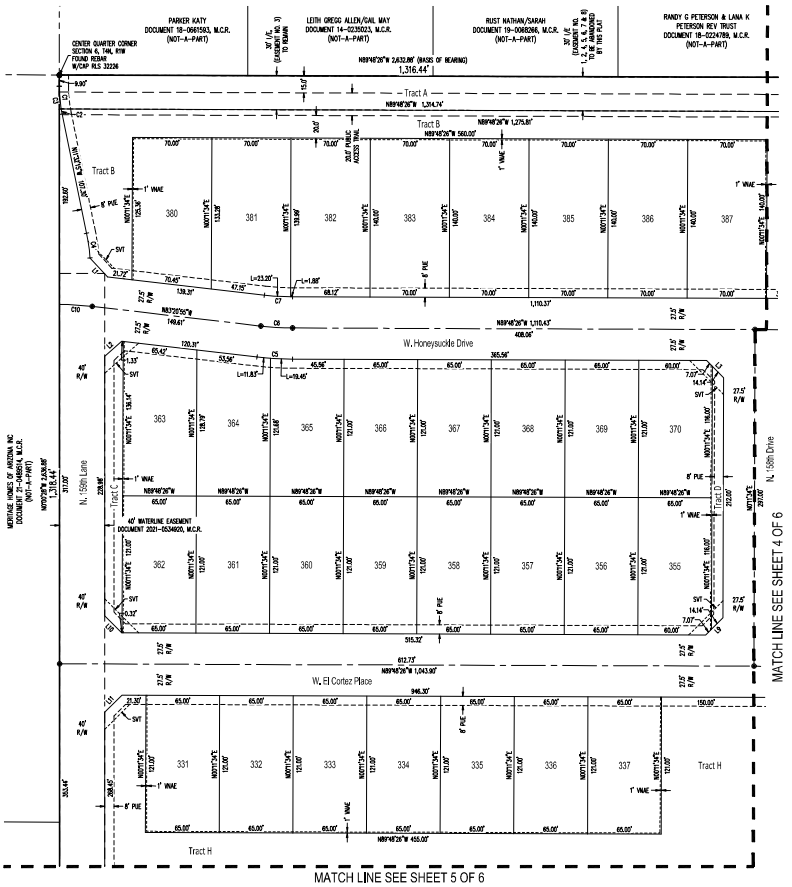

LEGEND

■	SECTION MONUMENT AS NOTED
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 51360
●	FOUND MONUMENT AS NOTED
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES
	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING CENTER LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE

EXISTING EASEMENTS

THE PLAT WILL ABANDONED EASEMENT NUMBER 1, 2, 4, 5, 6, 7 AND 8 KEEPING IN PLACE EASEMENT NUMBER 3 FOR INGRESS AND EGRESS.

1. INGRESS AND EGRESS EASEMENT 85-151641, M.C.R.
2. INGRESS AND EGRESS EASEMENT 85-156943, M.C.R.
3. INGRESS AND EGRESS EASEMENT 85-173278, M.C.R.
4. INGRESS AND EGRESS EASEMENT 2001-0683676E, M.C.R.
5. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1055, M.C.R.
6. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1056, M.C.R.
7. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1057, M.C.R.
8. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1058, M.C.R.

NORTH

40 0 40 80
scale feet

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Project: Paloma Creek Phase 3
SURPRISE, ARIZONA
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Revisions:

Drawn by: A.G.
Reviewed by: R.M.

Job No. 16-400.10
FP01
Sheet No. 3 of 6

FS FS21-842

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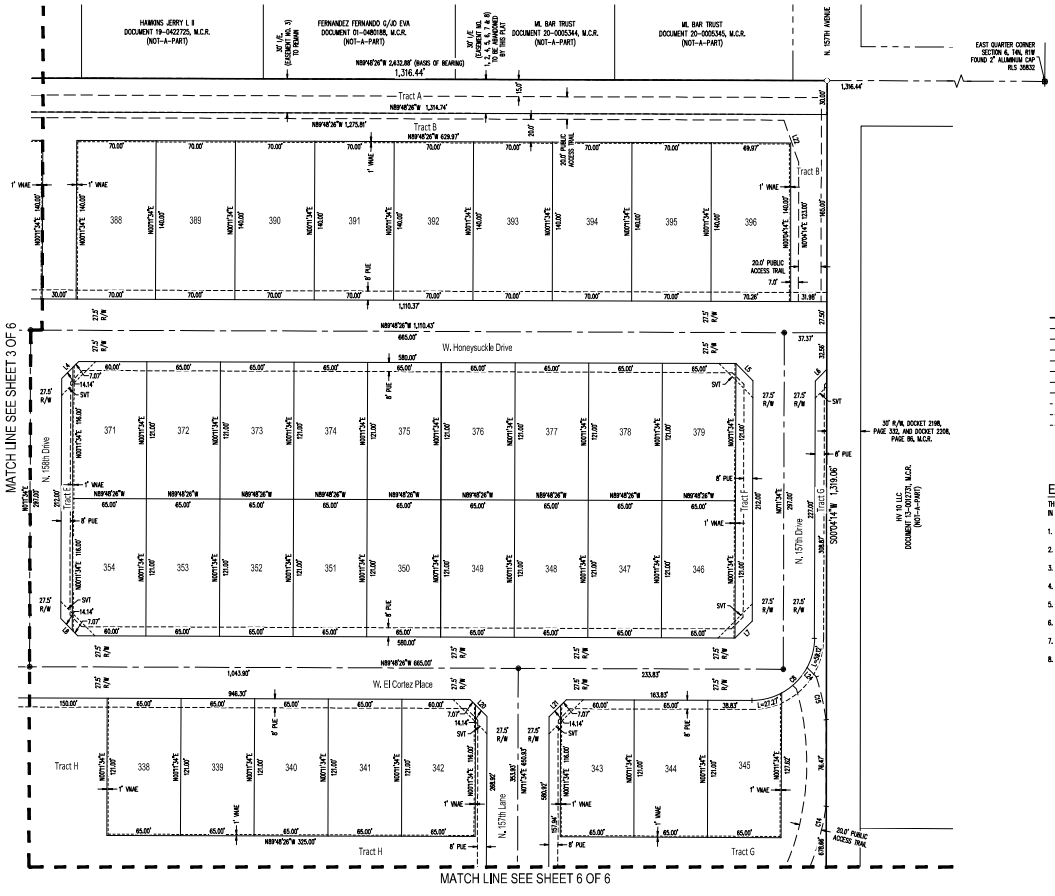

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2. INGRESS AND EGRESS EASEMENT 85-156943, M.C.R.
3. INGRESS AND EGRESS EASEMENT 85-173278, M.C.R.
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8. INGRESS AND EGRESS EASEMENT DOCKET 15600, PAGE 1058, M.C.R.

NORTH

scale 40 0 40 80 feet

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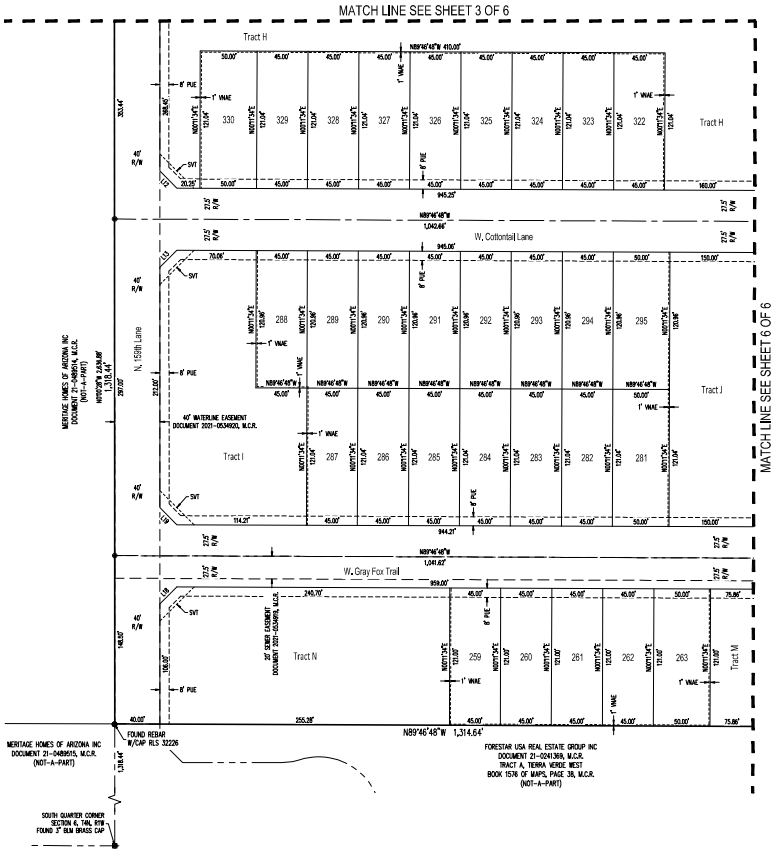

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Sheet No. 5 of 6

FS FS21-842

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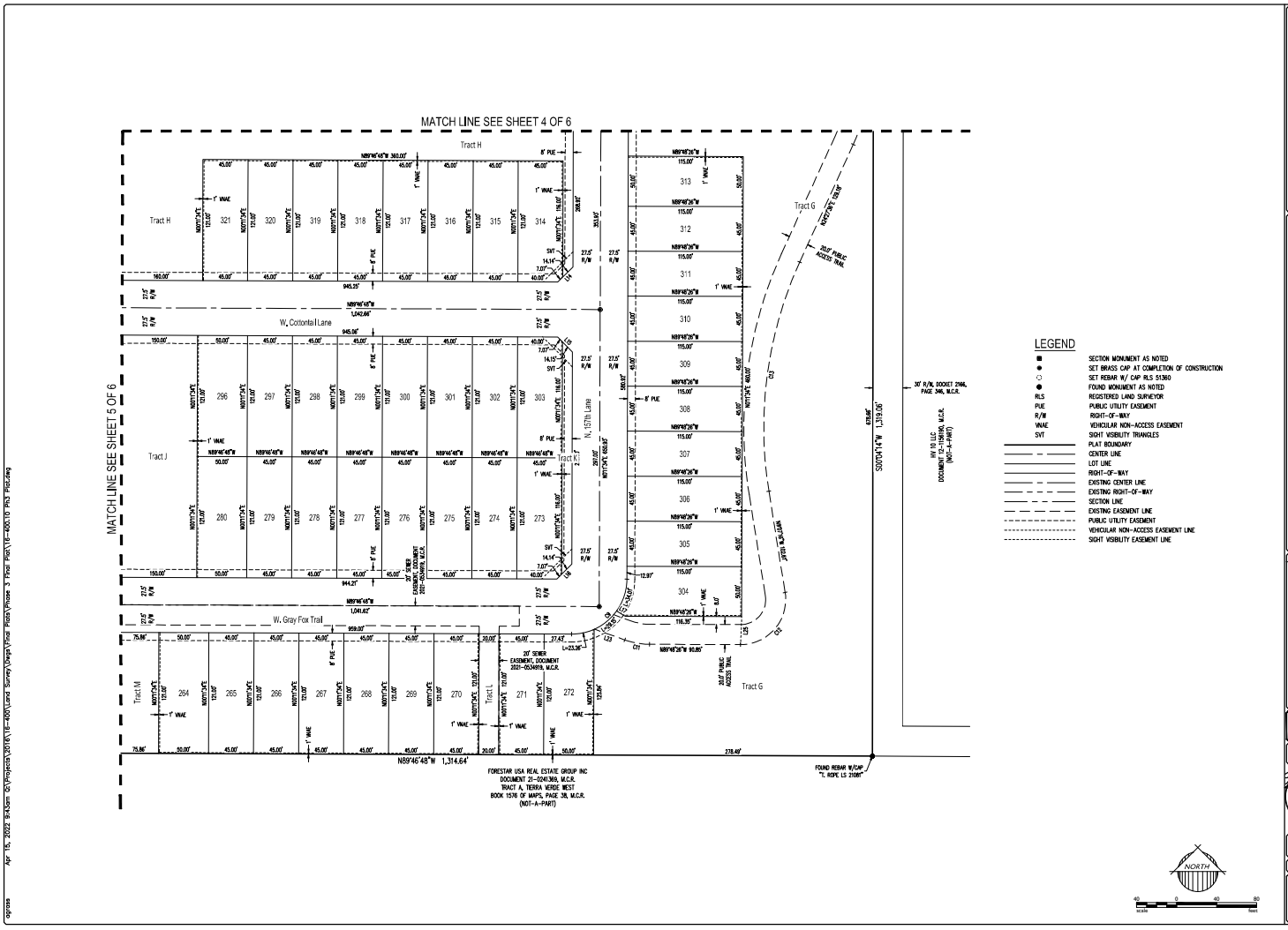
MATCH LINE SEE SHEET 4 OF 6
MATCH LINE SEE SHEET 5 OF 6
Tract H
Tract J
Tract K
Tract L
Tract M
Tract G
W. Cottontail Lane
W. Gray Fox Trail
N. 157th Lane
N89°46'48"W 1,314.64'
S00°04'14"W 1,319.06'
FORESTAR USA REAL ESTATE GROUP INC
DOCUMENT 21-0241369, M.C.R.
TRACT A, TIERRA VERDE WEST
BOOK 1576 OF MAPS, PAGE 38, M.C.R.
(NOT-A-PART)
FOUND REBAR W/CAP
"T. ROPE LS 21081"
LEGEND
SECTION MONUMENT AS NOTED
SET BRASS CAP AT COMPLETION OF CONSTRUCTION
SET REBAR W/ CAP RLS 51360
FOUND MONUMENT AS NOTED
RLS REGISTERED LAND SURVEYOR
PUE PUBLIC UTILITY EASEMENT
R/W RIGHT-OF-WAY
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LANDSCAPE NOTES:

1. PRIOR TO BIDDING, THE LANDSCAPE CONTRACTOR SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK (IF REQUIRED).
2. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR AND OWNER'S REPRESENTATIVE SHALL INSPECT THE SITE AND DOCUMENT ANY DAMAGE TO SIDEWALKS, CURBS OR OTHER HARDSCAPES. ALL AREAS TO BE RE-INSPECTED UPON FINAL WALK THROUGH AND ANY DAMAGED AREAS TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. LANDSCAPE CONTRACTOR TO REVIEW ALL RELATED ENGINEERING, ARCHITECTURAL AND DRAINAGE PLANS AND COORDINATE WITH THE APPROPRIATE CONTRACTOR ON ANY ITEMS WITH OVERLAPPING SCOPE. ANY DISCREPANCIES BETWEEN THE LANDSCAPE PLAN AND ANY OTHER CONSULTANT PLANS MUST BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. PRIOR TO CONSTRUCTION, ANY CLARIFICATIONS OR DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE CONDITIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
5. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-782-5348.
6. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
7. ALL QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR, PLANS TAKE PRECEDENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD ESTIMATE ALL DECOMPOSED GRANITE QUANTITIES.
8. THE LANDSCAPE CONTRACTOR SHALL WARRANTY ALL HARDSCAPES, IRRIGATION COMPONENTS AND TREES FOR A PERIOD OF 1 YEAR. SHRUBS, ACCENTS AND GROUND COVERS SHALL CARRY A 90 DAY WARRANTY.
9. ALL PLANTS MUST BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED IN INADEQUATE OR NOT MEETING NURSERYMAN STANDARDS.
10. DUE TO SEASONAL PLANT MATERIAL AVAILABILITY, ALL ALTERNATES AND/OR SUBSTITUTIONS ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT, OWNER OR JURISDICTION.
11. PLANTS TO BE LOCATED AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.
12. LANDSCAPE CONTRACTOR TO CONTACT THE G.C. OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF PRE-EMERGENT FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.
13. PREPARED BACKFILL FOR PLANTING PITS SHALL BE 4 PARTS NATIVE SOIL TO 1 PART NITROGEN STABILIZED MULCH. MIX MULCH AND SOIL BACKFILL THOROUGHLY TO CREATE BACKFILL PRIOR TO PLACING IN PIT.
14. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION 795. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
15. PROVIDE THE G.C. AND/OR OWNER A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE UNLESS OTHERWISE NOTED ON PLANS. DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND BE RAKED UNIFORMLY ALONG WALLS, SIDEWALKS, AND CURBS.
16. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE OWNER.

IRRIGATION NOTES:

1. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS TO COORDINATE ALL SLEEVING LOCATIONS WITH THE GENERAL CONTRACTOR AND/OR PAVING CONTRACTOR TO ENSURE THAT ALL SLEEVES ARE INSTALLED PRIOR TO PAVING. VERIFY ANY EXISTING SLEEVES THAT MAY HAVE BEEN PREVIOUSLY INSTALLED.
2. PRIOR TO CONSTRUCTION, VERIFY STATIC WATER PRESSURE. CONTACT LANDSCAPE ARCHITECT IF STATIC PRESSURE IS NOT ADEQUATE FOR LISTED DESIGN PRESSURE ON THE IRRIGATION PLANS.
3. MAINTAIN IRRIGATION AS-BUILTS THROUGHOUT INSTALLATION. AS-BUILT SET TO BE TURNED OVER TO OWNER PRIOR TO ACCEPTANCE OF THE IRRIGATION INSTALL.
4. VACUUM BREAKER/BACKFLOW PREVENTION DEVICE TO BE ASSEMBLED PER LOCAL JURISDICTIONAL STANDARDS AND DETAILS.
5. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLER LOCATIONS. ALL ELECTRICAL WORK TO BE PER MANUFACTURER'S SPECIFICATIONS AND PER LOCAL CODE.
6. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS- ALL LINES AND EQUIPMENT ARE SCHEMATIC.
7. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURERS SPECIFICATIONS. ALL DEVIATIONS FROM DRAWINGS OR MATERIALS USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND OR LANDSCAPE ARCHITECT.
8. USE COMMON TRENCHES WHERE POSSIBLE. SEE DETAILS FOR TRENCHING AND MINIMUM IRRIGATION PIPE BURY DEPTHS.
9. CONTROLLER WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES & SHRUB LINES, AT LEAST THREE EXTRA CONTROL WIRES TO BE RUN TO THE FARTHEST VALVE LOCATION OF THE SYSTEM.
10. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES.
11. AN 18 GAUGE TRACER WIRE OF A DIFFERENT COLOR THAN THE CONTROL WIRES SHALL BE INSTALLED WITH ALL MAIN LINES.
12. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. ALL BOXES TO BE PLACED IN UNOBTRUSIVE LOCATIONS AS POSSIBLE, AVOID INSTALLING VALVE BOXES AT THE BOTTOM OF ANY RETENTION AREAS WHERE PONDING IS POSSIBLE.
13. ALL PEA GRAVEL IN VALVE BOXES TO BE CLEANED FROM TOP OF VALVE SO THAT VALVE IS COMPLETE VISIBLE UP AWAY FROM VALVE BOXES ALSO TO BE FREE OF DEBRIS.
14. EMITTERS TO BE PLACED ON THE UPHILL SIDE OF THE PLANTS. ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOT-BALL.
15. CONTRACTOR TO CAP OFF ALL IRRIGATION AT PHASING LIMITS AS REQUIRED, AND MARK APPROPRIATELY FOR EASY LOCATION UPON FUTURE EXPANSION.
16. PRIOR TO OWNER'S APPROVAL, AN IRRIGATION "FLINE-UP" MUST BE PERFORMED AS FOLLOWS:
   A. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS. (AS-BUILTS PER #2 ABOVE).
   B. IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS CORRESPONDING TO MARKED LABELS ON TOP OF VALVE BOXES. THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF CONTROLLER.
   C. ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH "Y" STRAINER, AND WORKING AWAY FROM PRESSURE REGULATOR.
   D. ALL IRRIGATION SPRAY HEADS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS/RADIUS ADJUSTED TO ACHIEVE 100% COVERAGE, AVOID OVERSPRAY ONTO ALL WALKS, CURBS, WALLS, EXISTING STRUCTURES OR ANOTHER OTHER HARDSCAPE AREA. ADJUST ALL HEADS/ROTORS TO PROPER HEIGHTS AND VERTICAL ALIGNMENT.
   E. ENSURE THAT NO CONTROL WIRE WAS DAMAGED DURING CONSTRUCTION AND THAT ALL VALVES ARE ELECTRONICALLY OPERABLE BY THE CONTROLLER.
   F. AUDIT ENTIRE SYSTEM FOR LEAKS OR DAMAGE DURING CONSTRUCTION.

CITY OF SURPRISE GENERAL NOTES:

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF PLANS AND COORDINATION WITH OTHER CONTRACTORS ON SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
3. ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSES ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPE AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
5. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM ANY BUILDINGS IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE OF LANDSCAPE AREAS SHALL BE 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OF GRASS SEED/SOD.
6. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE SEPARATE PERMIT.
7. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-07 AND 4-02. TREES, SHRUBS AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED BARKS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES, PER SURPRISE EDS DETAIL 4-01.
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.
9. ALL TREES WITH AN UPRIGHT GROWTH HABIT WILL HAVE THE MAIN LEADERS INTACT PER CITY OF SURPRISE.

SPECIAL NOTES:

1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE EDS STD. 8-14 WHEN TREES ARE WITHIN 3' OF SIDEWALKS, CURBS, PAVEMENT OR WALLS.
2. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR AN APPROVED EQUIVALENT BY THE OWNER'S/LANDSCAPE ARCHITECT.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALK AND CURB. LOCAL STREETS WILL HAVE A MINIMUM OF ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/OR GROUND COVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE. HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE WILL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUND COVER PLANTS.
4. TREE SPECIES PERMITTED WITHIN THE R.O.W.:
   - 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 CHINENSIS)
   - MESQUITE THORNLESS (CHILEAN) *
   - IRONWOOD (OLNEYA TESOTA) *
   - PALO VERDE (PARKINSONIA ACULEATA/FLORIDA) *
   - PALO VERDE 'DESERT MUSEUM' *

   * ONLY IN MEDIANS AND APPROVED ON A CASE-BY CASE BASIS
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES.
6. DEVELOPER RESERVES THE RIGHT TO REPLACE ANY TREE, OUTSIDE OF THE R.O.W., WITH A SALVAGED TREE OF EQUAL OR GREATER SIZE THAN WHAT IS SPECIFIED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING, PER CITY OF SURPRISE EDS STD. 8-2(5).
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS CHAPTER 8.

SHEET INDEX

L0.1	COVER SHEET
L1.1–1.9	PLANTING PLAN
L2.1–2.9	IRRIGATION PLAN
L3.1	WALL PLAN
L4.1	AMENITIES SCHEDULE
L5.1–6.5	DETAILS

SITE AREA

PHASE 3 AREA	1,734,859 SQ.FT.	39.83 ACRES

OPEN SPACE TABLE

TYPE	SQ.FT.	ACREAGE	PERCENTAGE OF TOTAL OPEN SPACE
ACTIVE	340,257	7.81	70.61%
PASSIVE	141,721	3.25	29.39%
TOTAL	481,978	11.06	100%
% TOTAL OPEN SPACE IN PLAT			27.77%

IRRIGATION DEMANDS

1. AREA OF TURF LANDSCAPE	- 42,779 SQ.FT.
2. AREA OF NON-TURF LANDSCAPE	- 320,574 SQ.FT.
3. TURF PEAK SEASON DEMAND (GPD)	- 9,944 (GPD)
4. NON-TURF PEAK SEASON DEMAND (GPD)	- 9,778 (GPD)
5. ANNUAL TOTAL DEMAND (GPY)	- 3,112,842 (GPY)

DEVELOPER
MERITAGE HOMES
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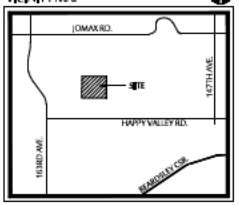
nicka@mga-az.com

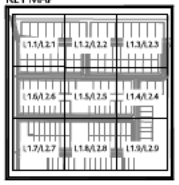
PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	ACACIA ANEURA - MULGA TREE	75	24" BOX	STANDARD
	ACACIA SALICINA - WILLOW ACACIA	40	24" BOX	STANDARD
	CHILOPSIS SP. 'R.O. SALADO' - 'RIO SALADO' DESERT WILLOW	54	24" BOX	STANDARD
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE	53	24" BOX	STANDARD
	PARKINSONIA FLORIDA - BLUE PALO VERDE	23	24" BOX	STANDARD
	PROSOPIS HYBRID 'AZT' - AZT THORNLESS MESQUITE	66	24" BOX	STANDARD
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK TREE	60	24" BOX	STANDARD
SHRUBS				
	CALLIANDRA BICOPHYLLA - NATIVE FAIRY DUSTER	145	5 GAL	CAN FULL
	DODONEA VISCOSA - HOP BUSH	219	5 GAL	CAN FULL
	ENCELIA FARINOSA - BRITTLEBUSH	120	5 GAL	CAN FULL
	EREMOPHILA HYGROPHANA - BLUE BELLS	419	5 GAL	CAN FULL
	JUSTICIA CALIFORNICA - CHUPAROSA	153	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	102	5 GAL	CAN FULL
	LEUCOPHYLLUM LANGMANIAE - CHIHUAHUAN SAGE	152	5 GAL	CAN FULL
	SIMMONDSIA CHINENSIS - JOJOBA	104	5 GAL	CAN FULL
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	14	5 GAL	CAN FULL
	ASCLEPIAS SUBULATA - DESERT MILKWEED	72	5 GAL	CAN FULL
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS	145	5 GAL	CAN FULL
	DASYLIRION WHEELERI - DESERT SPOON	12	5 GAL	CAN FULL
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA	68	5 GAL	CAN FULL
	MUHLENBERGIA RIGENS - DEER GRASS	369	5 GAL	CAN FULL
	YUCCA RUPICOLA - TWISTED LEAF YUCCA	84	5 GAL	CAN FULL
GROUND COVERS				
	ACACIA REDOLENS - TRAILING ACACIA	42	5 GAL	CAN FULL
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE	142	5 GAL	CAN FULL
	BAILEYA MULTIRADIATA - DESERT MARIGOLD	106	5 GAL	CAN FULL
	LANTANA MONTEVIDENSIS - 'PURPLE TRAILING' LANTANA	151	5 GAL	CAN FULL
SALVAGE MATERIAL - SEE SALVAGE PLAN				
	SALVAGED TREE - SEE PLAN	15	-	-
	SALVAGED CACTUS - SEE PLAN	10	-	-
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH COLOR TO BE 'PALOMINO GOLD' BY KILAUEA CRUSHERS	320,574 SQ.FT.		
	MODERON BERMUDA TURF	42,779 SQ.FT.		

VICINITY MAP



KEY MAP



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COVER SHEET
PALOMA CREEK - PHASE 3
25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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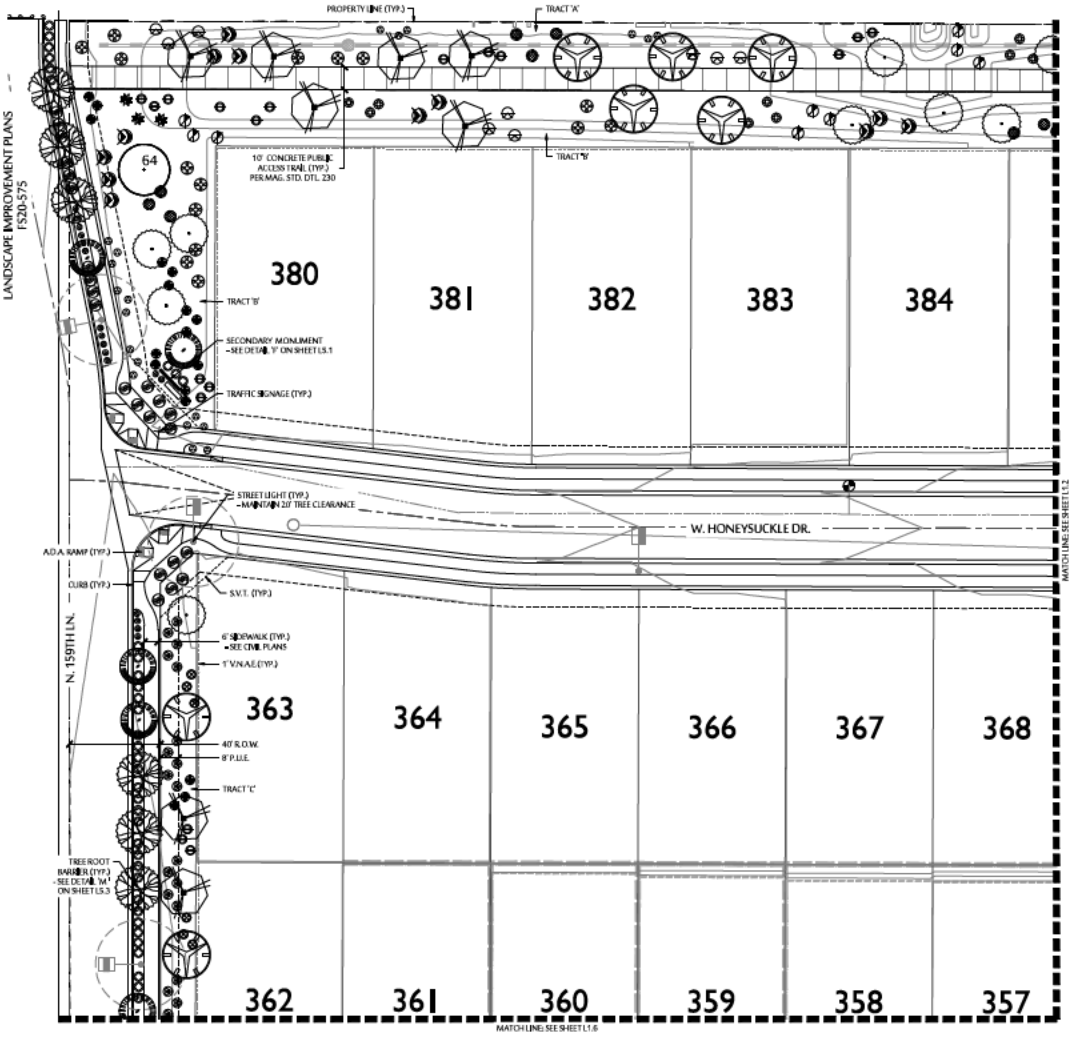
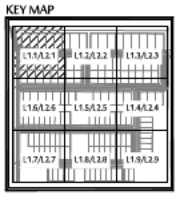


PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA TREE
	ACACIA SALICINA - WILLOW ACACIA
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS HYBRID 'AZT' - AZT THORNLESS MESQUITE
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK TREE
SHRUBS	
	CALLIANDRA EIRIOPHYLLA - NATIVE FAIRY DUSTER
	DODONEA VISCOSA - HOP BUSH
	ENCELIA FARINOSA - BRITTLEBUSH
	EREMOPHILA HYGROPHANA - BLUE BELLS
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	YUCCA RUPICOLA - TWISTED LEAF YUCCA
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - 'PURPLE TRAILING' LANTANA
SALVAGE MATERIAL - SEE SALVAGE PLAN	
	SALVAGED TREE - SEE PLAN
	SALVAGED CACTUS - SEE PLAN
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH COLOR TO BE 'PALOMINO GOLD' BY KILAUEA CRUSHERS
	MIDIRON BERMUDA TURF

KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

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PLANTING PLAN

PALOMA CREEK - PHASE 3

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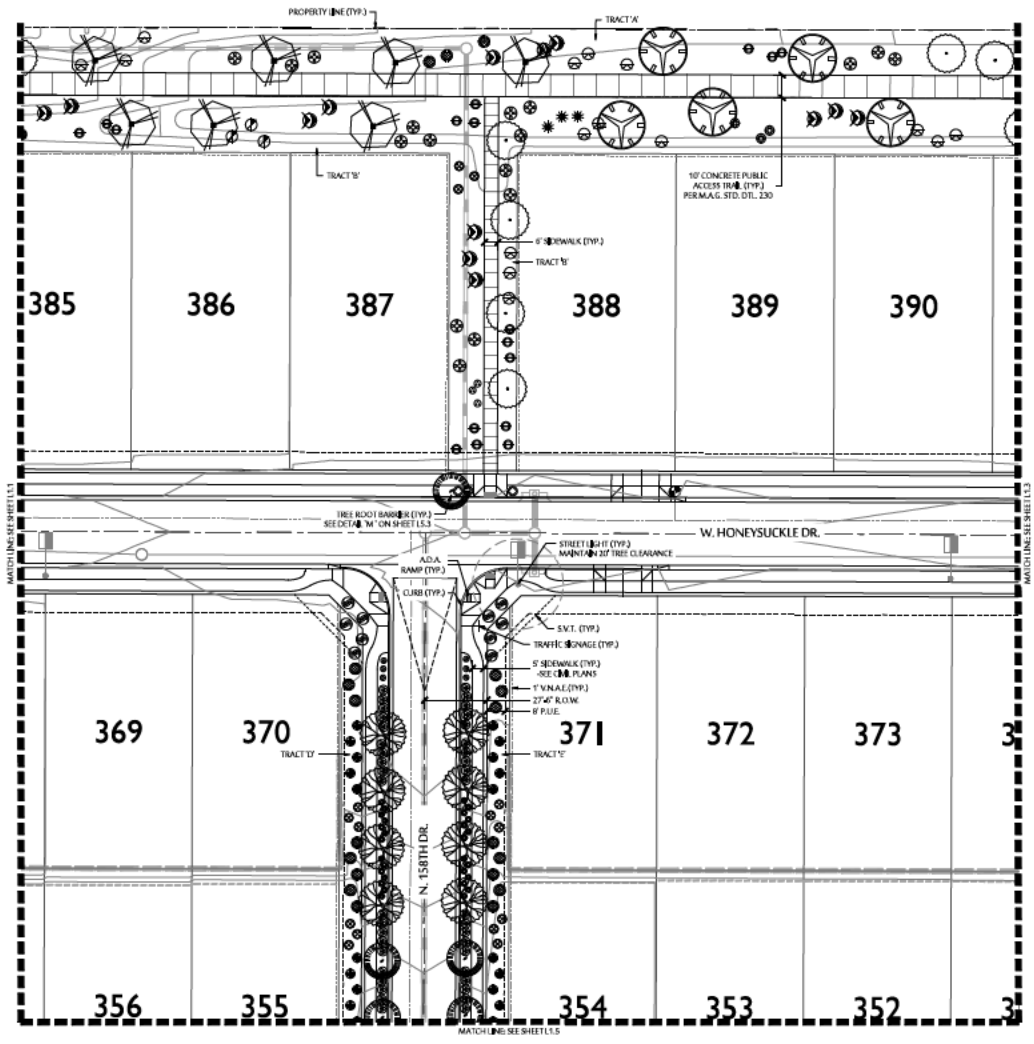

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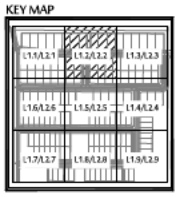

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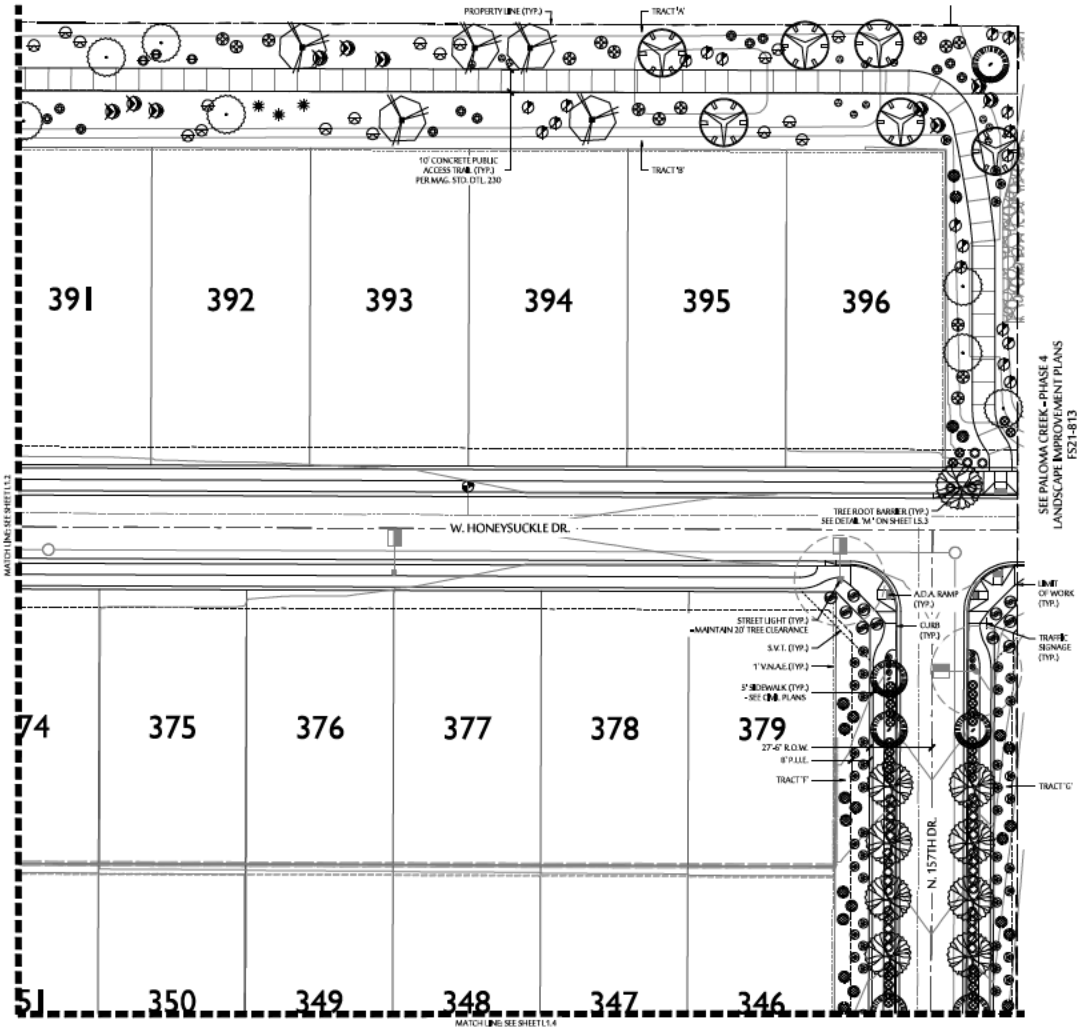
3 of 26



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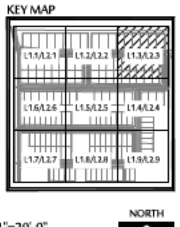

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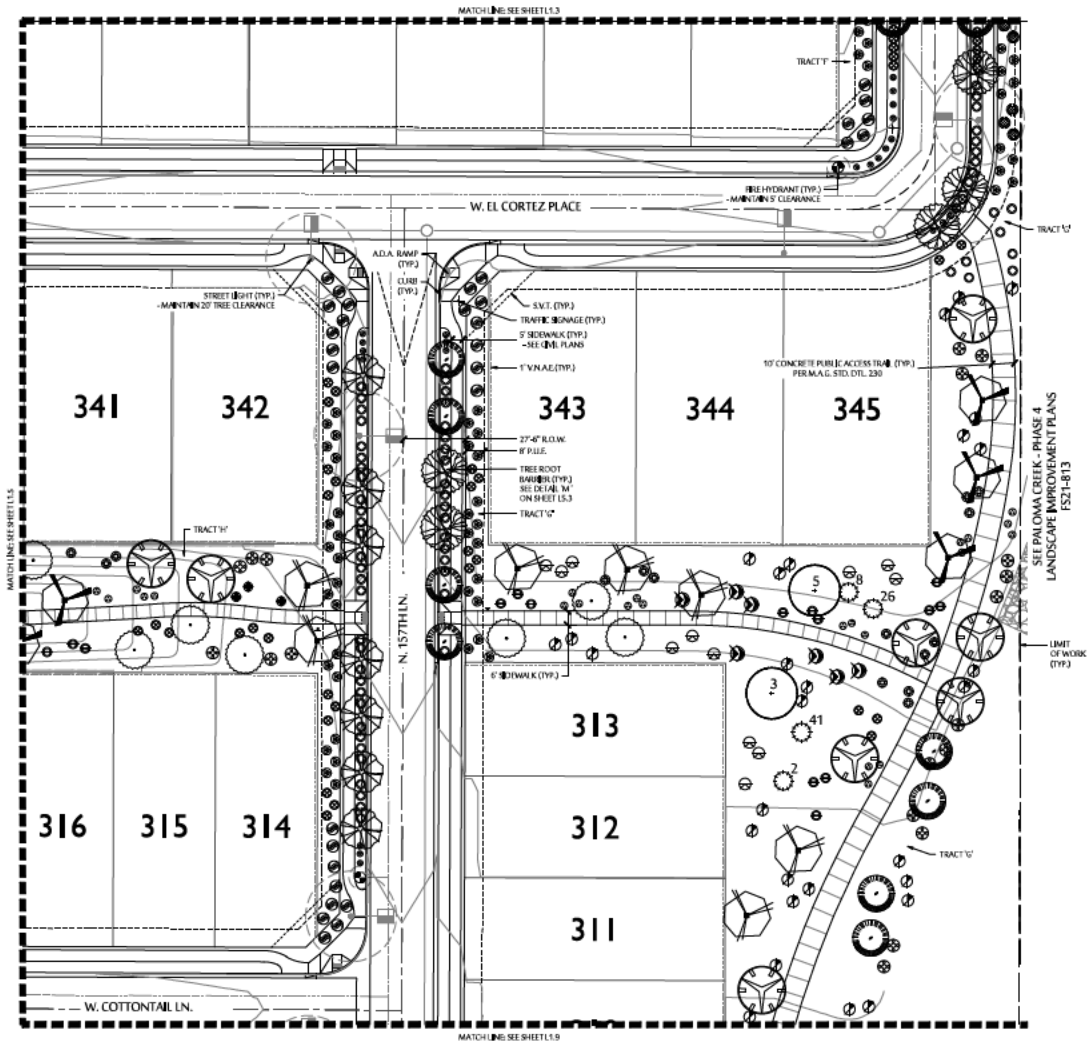
4 of 26



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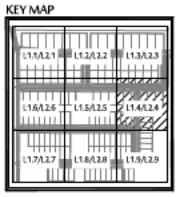

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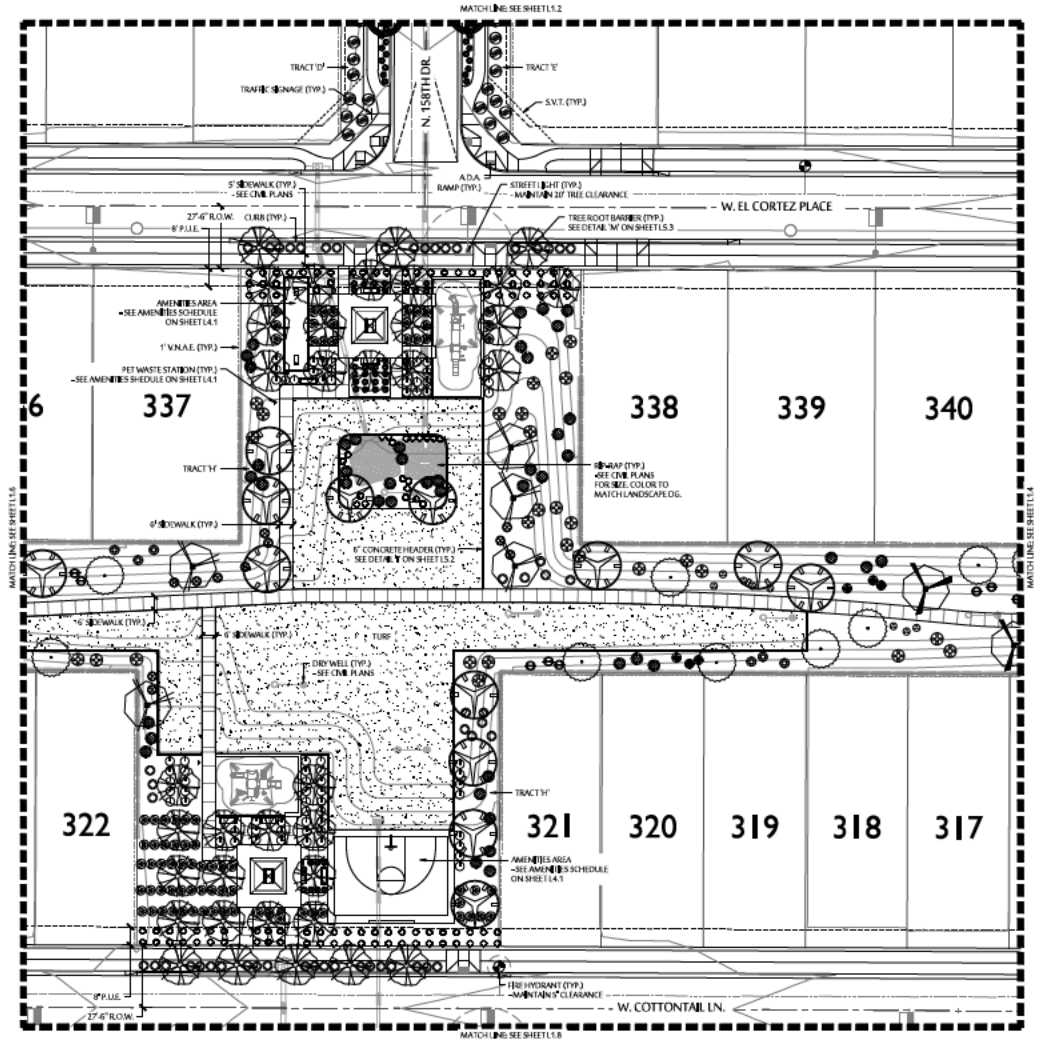

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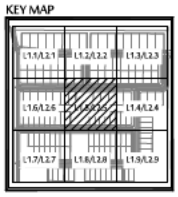
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - 'PURPLE TRAILING' LANTANA
SALVAGE MATERIAL - SEE SALVAGE PLAN	
	SALVAGED TREE - SEE PLAN
	SALVAGED CACTUS - SEE PLAN
	DECOMPOSED GRANITE - 3/4 " SCREENED, 2" MIN. DEPTH COLOR TO BE 'PALOMINO GOLD' BY KILAUEA CRUSHERS
	MIDIRON BERMUDA TURF

KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

MCGOUGH ADAMSON
Landscape Architects
Land Planning
Irrigation
535 E. MCKELLIPS RD. SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-0093

PLANTING PLAN

PALOMA CREEK - PHASE 3

25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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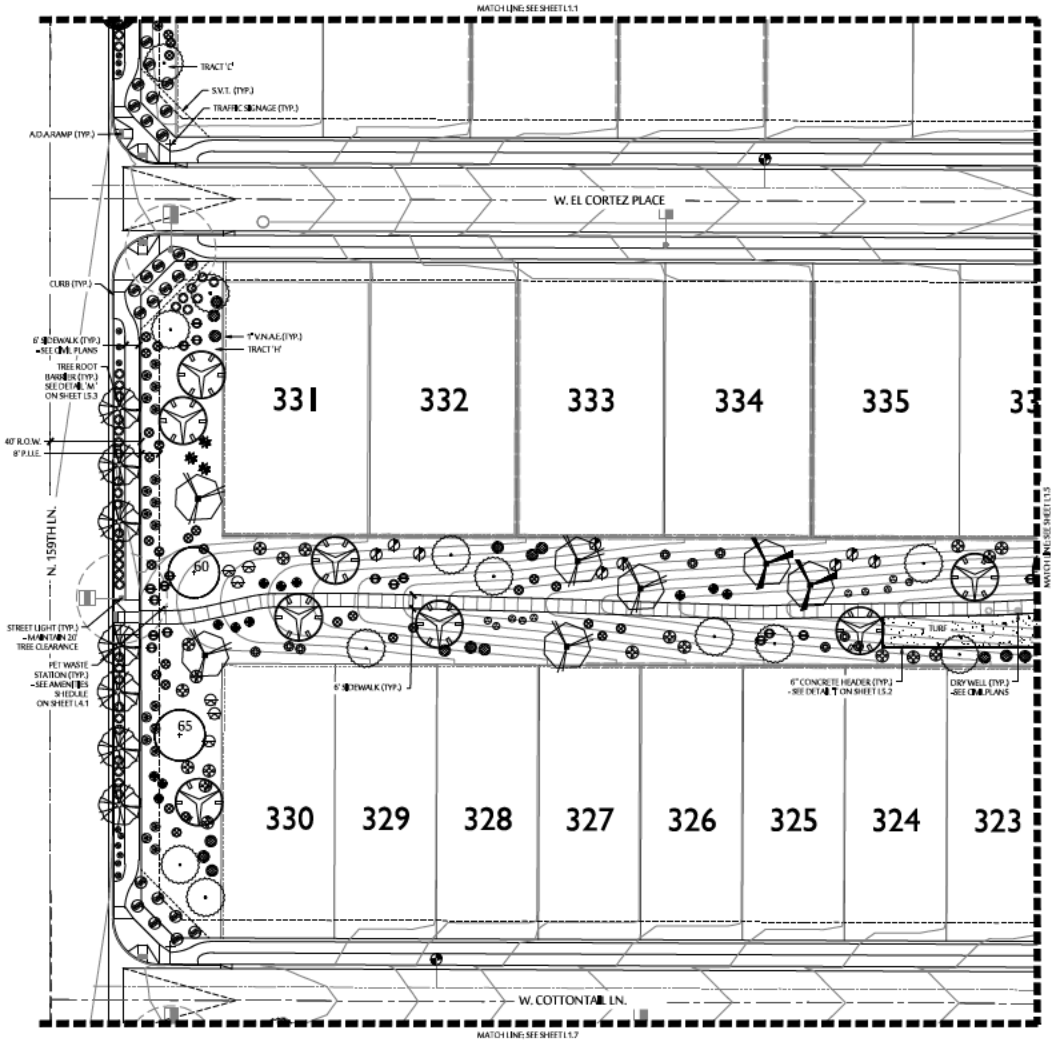
SHEET NO.
L1.5
6 of 26



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TREES	
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	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS HYBRID 'AZT' - AZT THORNLESS MESQUITE
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK TREE
SHRUBS	
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	DODONEA VISCOSA - HOP BUSH
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	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	ASCLEPIAS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
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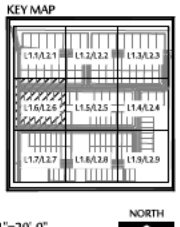

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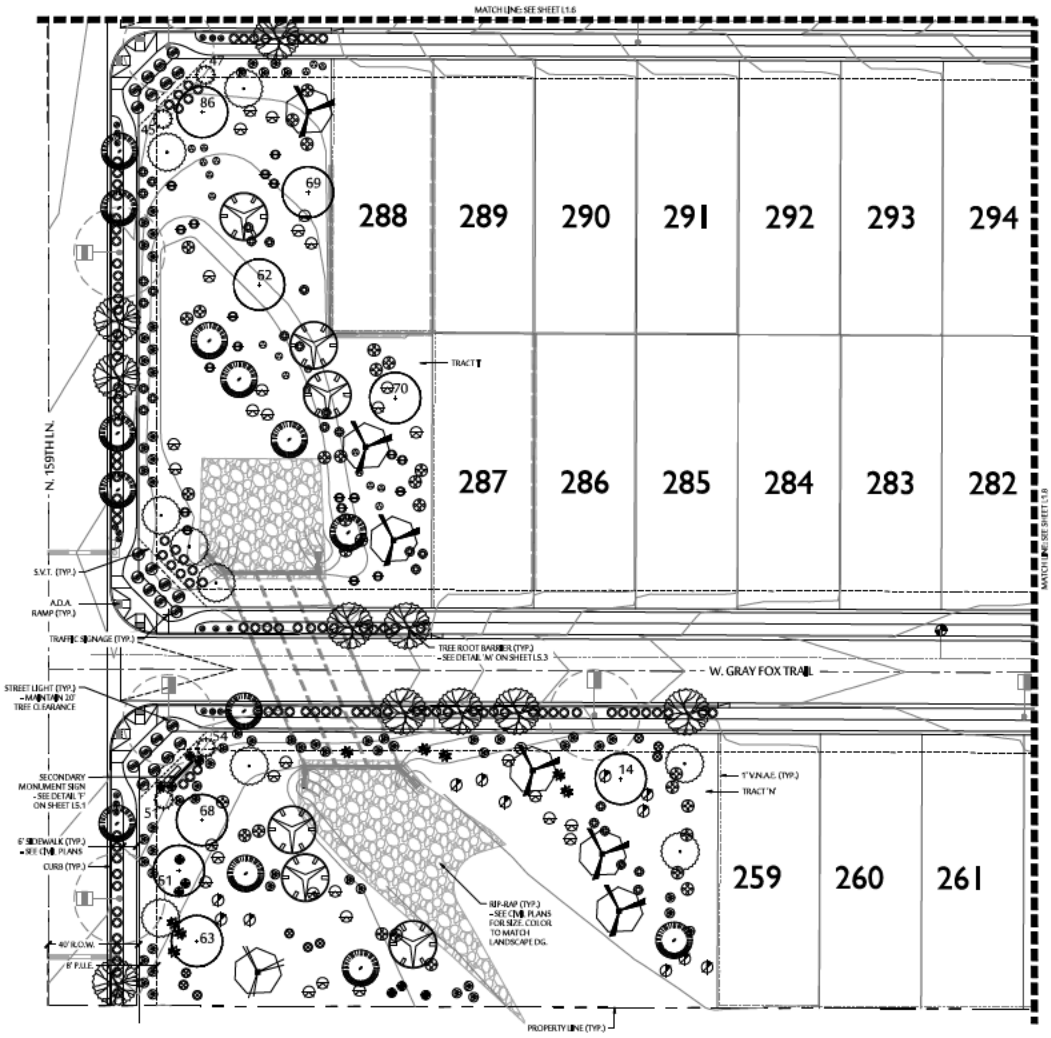
7 of 26



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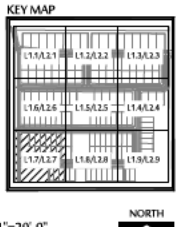

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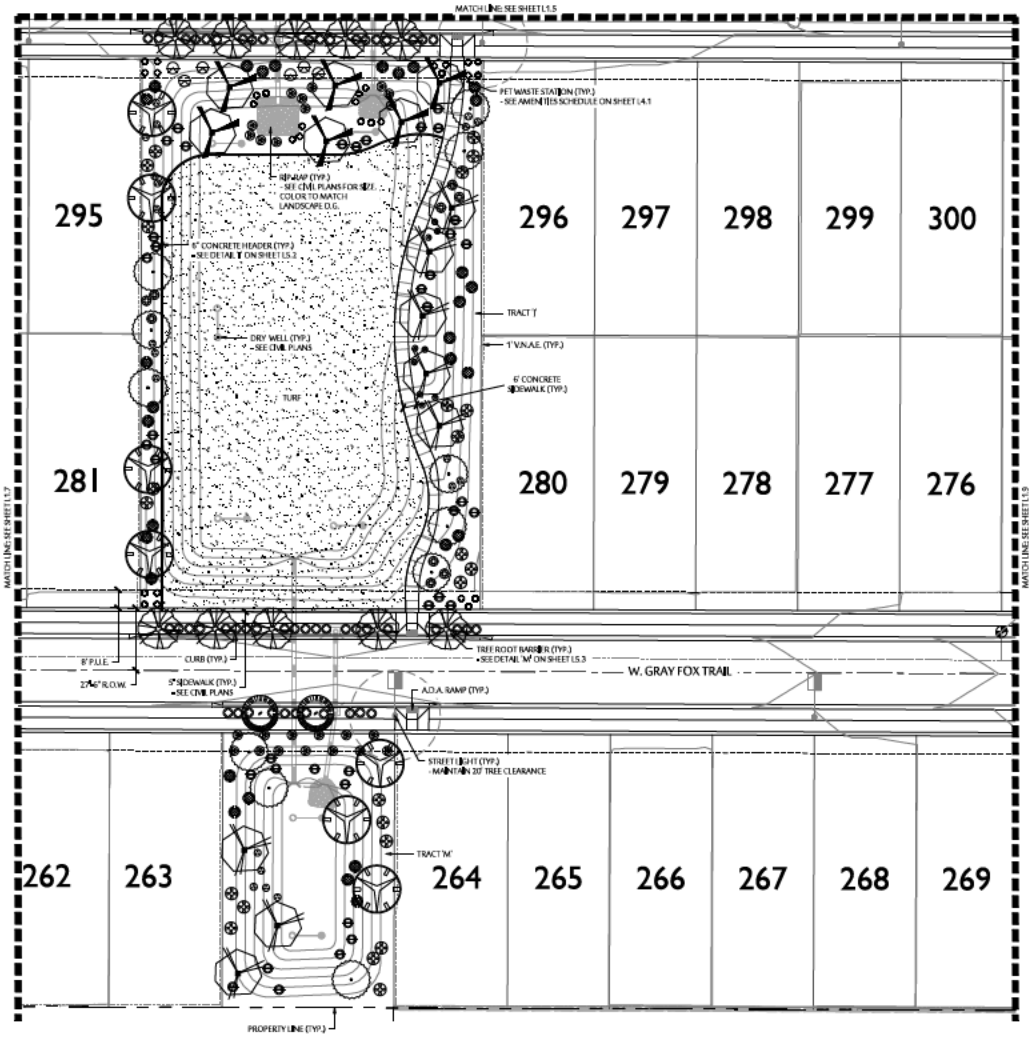

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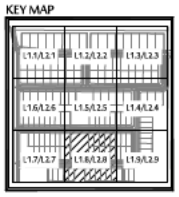

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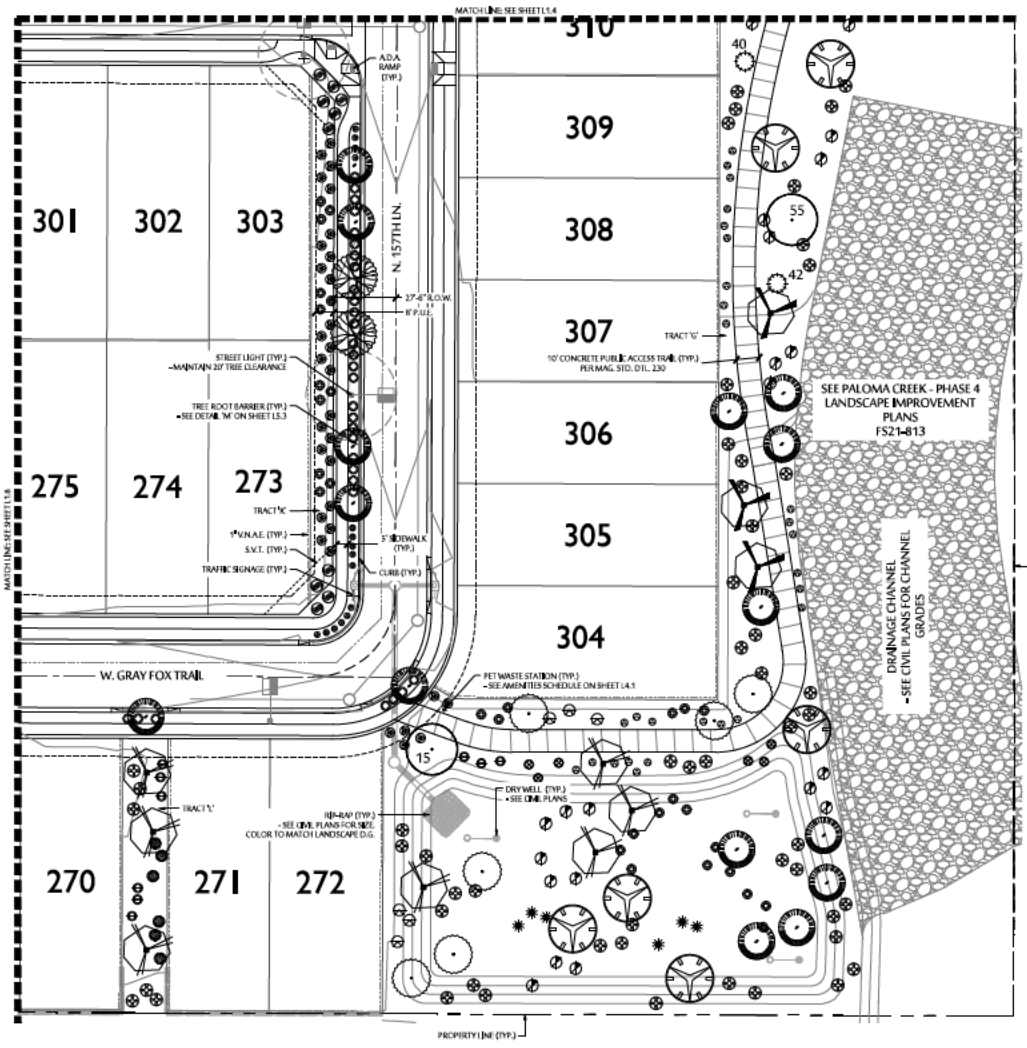

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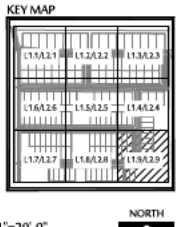

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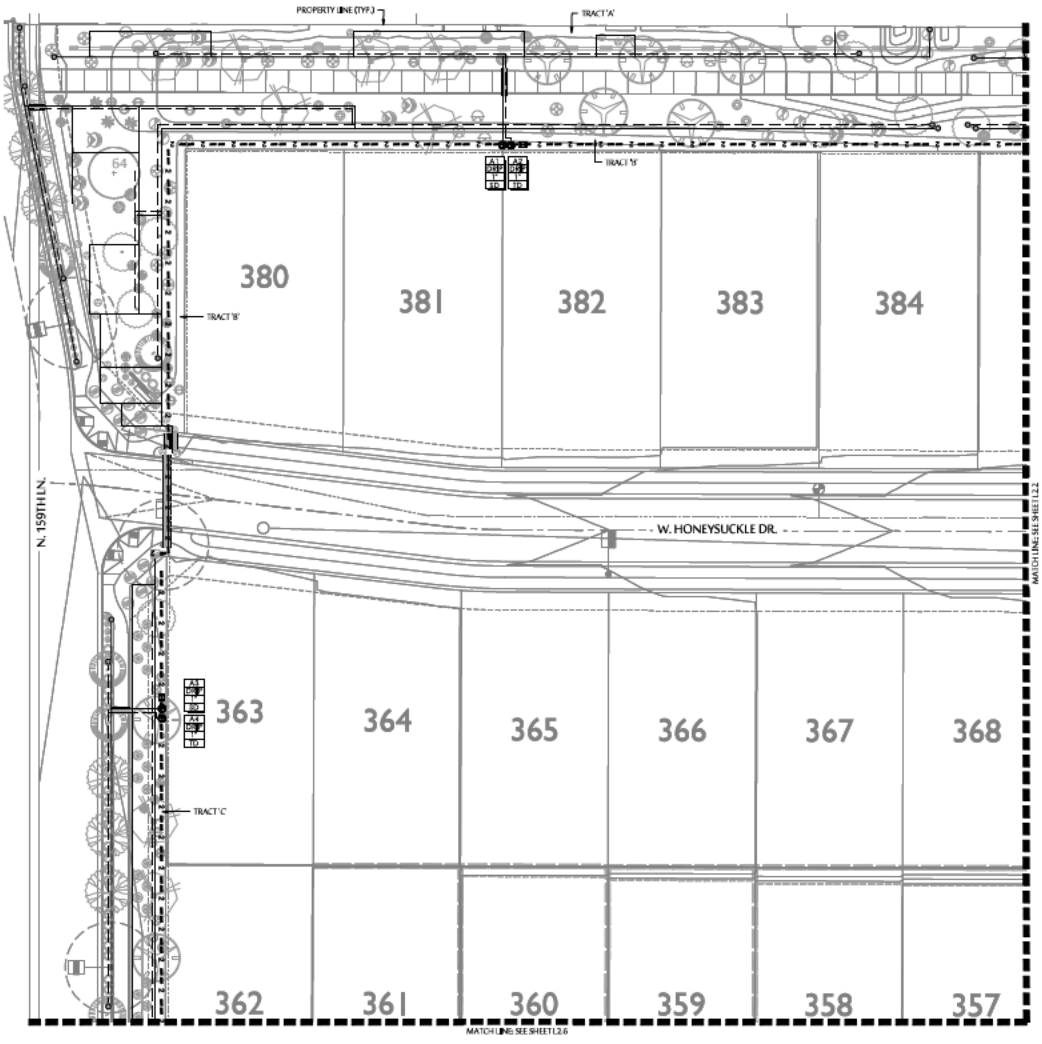


IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTOR - SIZE PER PLANS.
F	RAINBIRD FS150B BRASS FLOW SENSOR AND 2" GRISWOLD 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SOLENOID VALVE).
	RAINBIRD ESP-LXD TWO-WIRE CONTROLLER A – ESP-LXD 60 STATION CONTROLLER, ADD (1) ESP-LXD-SM75 EXPANSION MODULE (51 STATIONS TOTAL). WALL MOUNT. ADD (1) NCC 3G CELLULAR CARTRIDGE, USE FD-TURF TWO-WIRE DECODERS, 10-210 TURF SENSOR DECODERS AND 1 SPIT TURF LINE SURGE PROTECTORS. ADD WR2-RFC WIRELESS RAIN/FREEZE SENSOR.
#■■/■■	MAIN LINE: SIZE AS PER PLAN- SCH. 40 PVC.
- - -	PVC LATERAL (TREES) – CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
———	PVC LATERAL (SHRUBS, ACCENTS, GROUND COVERS): CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
———	PVC LATERAL (TURF) – SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE- SAME SIZE AS MAIN LINE.
	RAINBIRD MEDIUM FLOW DRIP KIT VALVE (PART# XCZ-100-PRB-COM) - 1 VALVE PER VALVE BOX.
	RAINBIRD PEB/PESB SERIES ELECTRIC GLOBE VALVE; (PART# 100-PESB) – 1 VALVE PER VALVE BOX.
	RAINBIRD 26" QUICK COUPLER: #33-DLRC
	FLUSH VALVE ASSEMBLY.
	LATERAL LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCH.
	MAIN LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCHEDULE. ADD 2" SCH. 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAIN-LINE SLEEVES.
A1 DRIP 1" SD	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.

SEE SHEET L5.4 AND L5.5 FOR ALL IRRIGATION DETAILS

CONTRACTOR MUST HAVE OWNER/LANDSCAPE ARCHITECT APPROVAL FOR ALL IRRIGATION EQUIPMENT ALTERNATES/EQUIVALENTS

EMITTER SCHEDULE

TREES: ALL TREES TO RECEIVE (2) RAINBIRD RWS TUBES. EACH TUBE TO BE SET UP AS SPECIFIED BELOW.
- USE RWS-6-C, 4" DIAMETER X 36" DEPTH TUBES.
- USE XBT-1046 MULTI-PORT EMITTERS IN EACH TUBE.
- (4) PORTS ARE TO REMAIN IN THE RWS TREE TUBE.
- (2) PORTS ARE TO RUN TO THE SURFACE, EQUALLY SPACED AROUND THE TRUNK.

SHRUBS/GROUND COVERS:
- USE RAINBIRD XBT-2046 MULTI-PORT EMITTERS
- (1) PORT PER SHRUB/GROUND COVER

ACCENTS:
- USE RAINBIRD XBT-1046 MULTI-PORT EMITTERS
- (1) PORT PER ACCENT PLANT

* MULTI-PORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BOXES.
** MAXIMUM 36" POLY TUBE RUN TO BE 5' IN LENGTH.

POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD 8SYH01 5000 SERIES HEADS - RD-01-5-PRS-P.

USE RAINBIRD R-VAN-14 NOZZLES:
1 ADJUSTABLE ARC/RADIUS NOZZLE
2 FULL CIRCLE

USE RAINBIRD R-VAN-18 NOZZLES:
3 ADJUSTABLE ARC/RADIUS NOZZLE
4 FULL CIRCLE

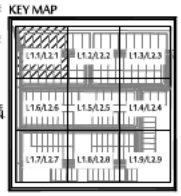
USE RAINBIRD R-VAN-24 NOZZLES:
5 ADJUSTABLE ARC/RADIUS NOZZLE
6 FULL CIRCLE

ALL ROTORS TO BE RAINBIRD 3504-PC-SAM.

A 2.0 NOZZLE
B 3.0 NOZZLE

* ALL TURF SPRAYS AND ROTORS HAVE BEEN DESIGNED TO OPERATE AT 45 PSI. CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT IF PRESSURE IN THE FIELD IS NOT SUFFICIENT.

KEY MAP



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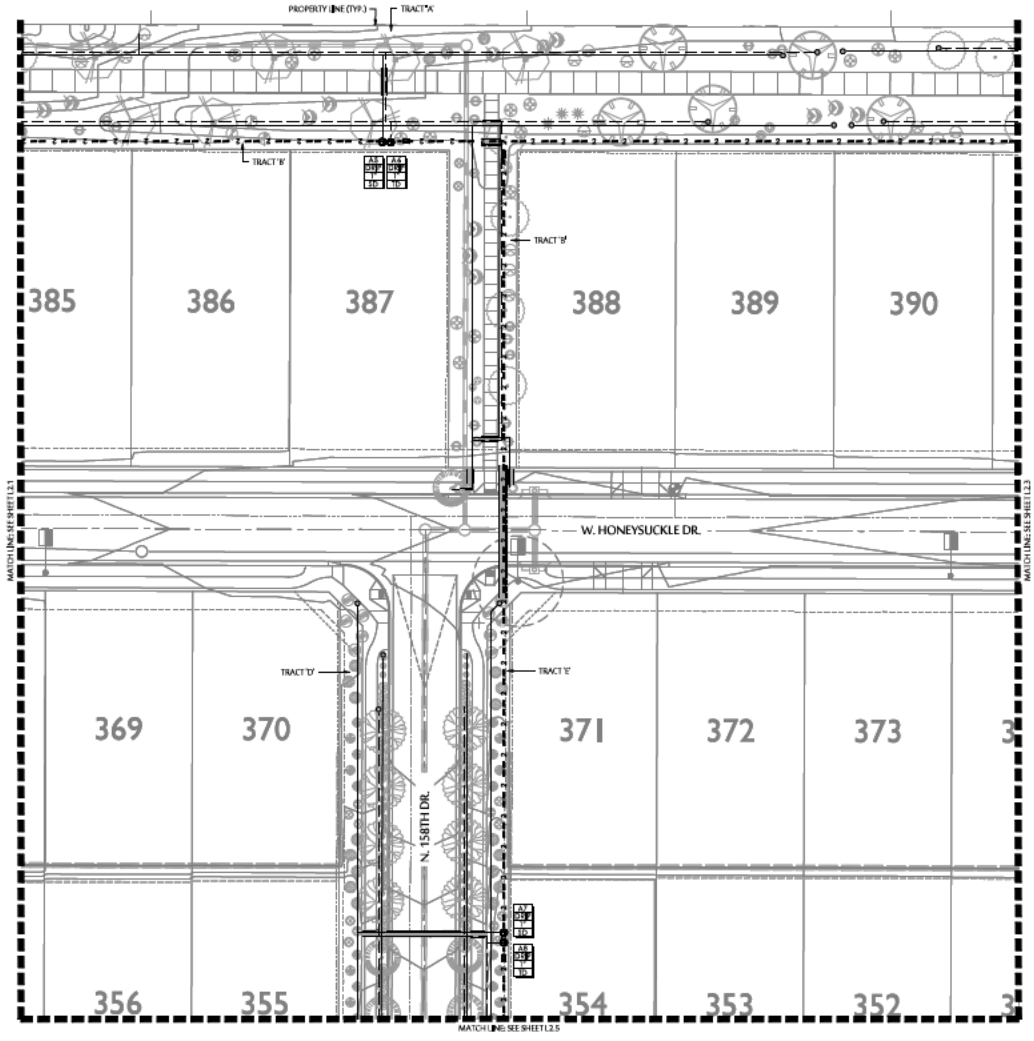

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EMITTER SCHEDULE

TREES: ALL TREES TO RECEIVE (2) RAINBIRD RWS TUBES. EACH TUBE TO BE SET UP AS SPECIFIED BELOW.
- USE RWS-B-C, 4" DIAMETER X 36" DEPTH TUBES.
- USE XB-34-04 MULTI-PORT EMITTERS IN EACH TUBE.
- (4) PORTS ARE TO REMAIN IN THE RWS TREE TUBE.
- (2) PORTS ARE TO RUN TO THE SURFACE, EQUALLY SPACED AROUND THE TRUNK.

SHRUBS/GROUND COVERS:
- USE RAINBIRD XBT-204-S MULTI-PORT EMITTERS
- (1) PORT PER SHRUB/GROUND COVER

ACCENTS:
- USE RAINBIRD XBT-1004-S MULTI-PORT EMITTERS
- (1) PORT PER ACCENT PLANT

* MULTI-PORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BOXES.
** MAXIMUM 36" POLY TUBE RUN TO BE 5' IN LENGTH.

POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD 8TH/10TH SAM SERIES HEADS - RD-04-S-P4S-F.
USE RAINBIRD RAVAN14 NOZZLES:
1 ADJUSTABLE ARC/RADIUS NOZZLE
2 FULL CIRCLE

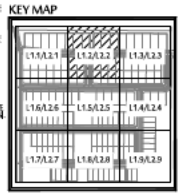
USE RAINBIRD RAVAN18 NOZZLES:
3 ADJUSTABLE ARC/RADIUS NOZZLE
4 FULL CIRCLE

USE RAINBIRD RAVAN24 NOZZLES:
5 ADJUSTABLE ARC/RADIUS NOZZLE
6 FULL CIRCLE

ALL ROTORS TO BE RAINBIRD 3504-PC-SAM:
A 2.0 NOZZLE
B 3.0 NOZZLE

* ALL TURF SPRAYS AND ROTORS HAVE BEEN DESIGNED TO OPERATE AT 45 PSI. CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT IF PRESSURE IN THE FIELD IS NOT SUFFICIENT.

KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

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PHONE: (602) 997-9093

Expires 03-31-2023

IRRIGATION PLAN
PALOMA CREEK - PHASE 3
25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS21-842

SHEET NO.
L2.2
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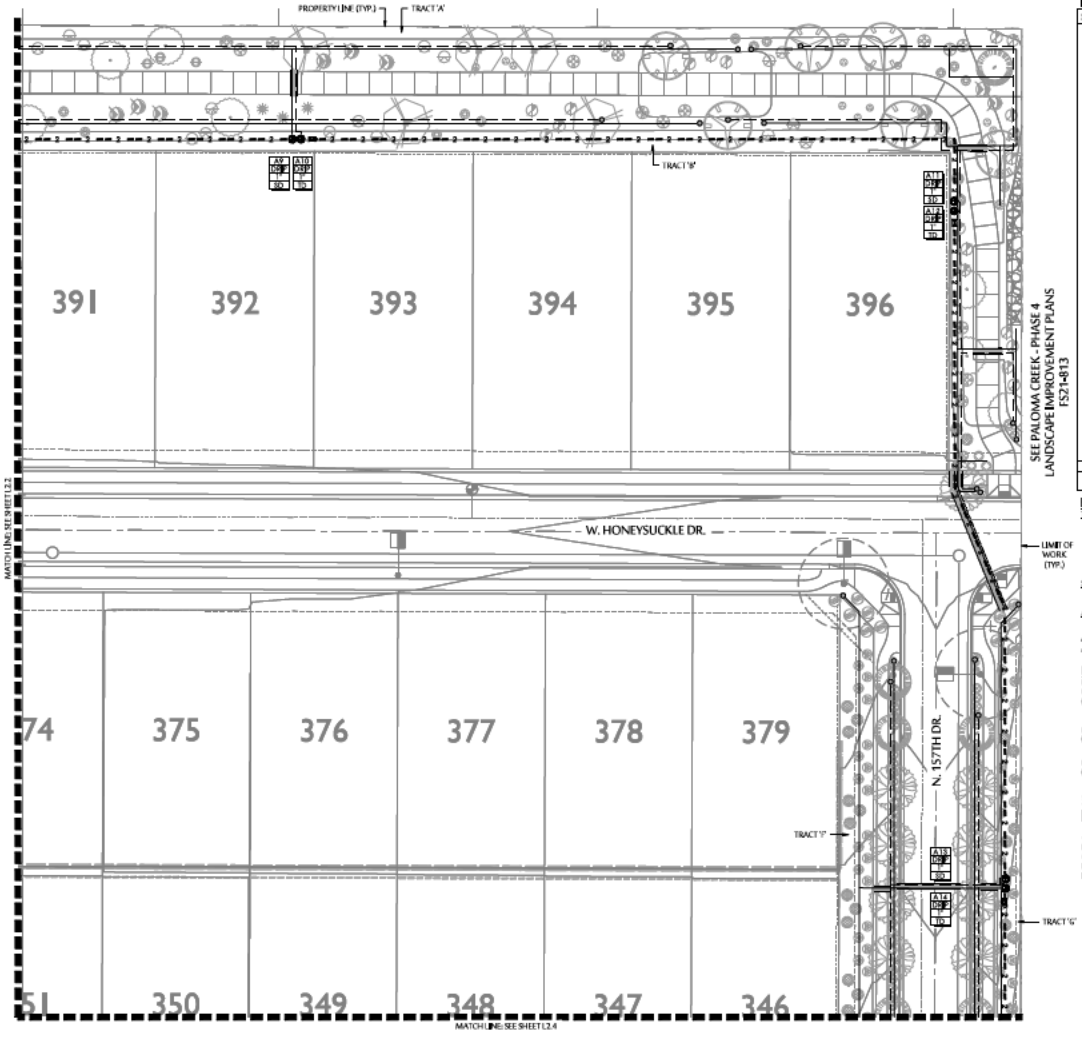

IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTOR - SIZE PER PLANS.
F	RAINBIRD FS150B BRASS FLOW SENSOR AND 2" GRISWOLD 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SOLENOID VALVE).
	RAINBIRD ESP-LXD TWO-WIRE CONTROLLER A – ESP-LXD 60 STATION CONTROLLER, ADD (1) ESP-LXD-SM75 EXPANSION MODULE (51 STATIONS TOTAL). WALL MOUNT. ADD (1) WCC 3G CELLULAR CARTRIDGE, USE FD-TURF TWO-WIRE DECODERS, 10-210 TURF SENSOR, DECODERS AND 1 SPITTURF LINE SURGE PROTECTORS. ADD WR2-RFC WIRELESS RAIN/FREEZE SENSOR.
	MAINLINE: SIZE AS PER PLAN- SCH. 40 PVC.
	PVC LATERAL (TREES) – CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
	PVC LATERAL (SHRUBS, ACCENTS, GROUND COVERS): CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
	PVC LATERAL (TURF) – SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE- SAME SIZE AS MAINLINE.
	RAINBIRD MEDIUM FLOW DRIP KIT VALVE (PART# XCZ-100-PRB-COM) - 1 VALVE PER VALVE BOX.
	RAINBIRD PEB/PESB SERIES ELECTRIC GLOBE VALVE; (PART# 100-PESB) – 1 VALVE PER VALVE BOX.
	RAINBIRD 26" QUICK COUPLER: #33-DLRC
	FLUSH VALVE ASSEMBLY.
	LATERAL LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCH.
	MAINLINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCHEDULE. ADD 2" SCH. 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAINLINE SLEEVES.
A1 DRIP 1" SD	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.

SEE SHEET L5.4 AND L5.5 FOR ALL IRRIGATION DETAILS

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EMITTER SCHEDULE

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- USE RWS-6-C, 4" DIAMETER X 36" DEPTH TUBES.
- USE XBT-1046 MULTI-PORT EMITTERS IN EACH TUBE.
- (4) PORTS ARE TO REMAIN IN THE RWS TREE TUBE.
- (2) PORTS ARE TO RUN TO THE SURFACE, EQUALLY SPACED AROUND THE TRUNK.

SHRUBS/GROUND COVERS:
- USE RAINBIRD XBT-2046 MULTI-PORT EMITTERS
- (1) PORT PER SHRUB/GROUND COVER

ACCENTS:
- USE RAINBIRD XBT-1046 MULTI-PORT EMITTERS
- (1) PORT PER ACCENT PLANT

* MULTI-PORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BOXES.
** MAXIMUM 36" POLY TUBE RUN TO BE 5' IN LENGTH.

POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD 8SYH/8SYM SERIES HEADS - RD-04-S-PRS-P.

USE RAINBIRD RAVAN14 NOZZLES:
1. ADJUSTABLE ARC/RADIUS NOZZLE
2. FULL CIRCLE

USE RAINBIRD RAVAN18 NOZZLES:
3. ADJUSTABLE ARC/RADIUS NOZZLE
4. FULL CIRCLE

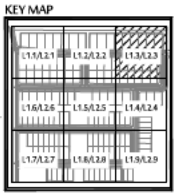
USE RAINBIRD RAVAN24 NOZZLES:
5. ADJUSTABLE ARC/RADIUS NOZZLE
6. FULL CIRCLE

ALL ROTORS TO BE RAINBIRD 3504-PC-SAM.

A 2.0 NOZZLE
B 3.0 NOZZLE

* ALL TURF SPRAYS AND ROTORS HAVE BEEN DESIGNED TO OPERATE AT 45 PSI. CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT IF PRESSURE IN THE FIELD IS NOT SUFFICIENT.

KEY MAP



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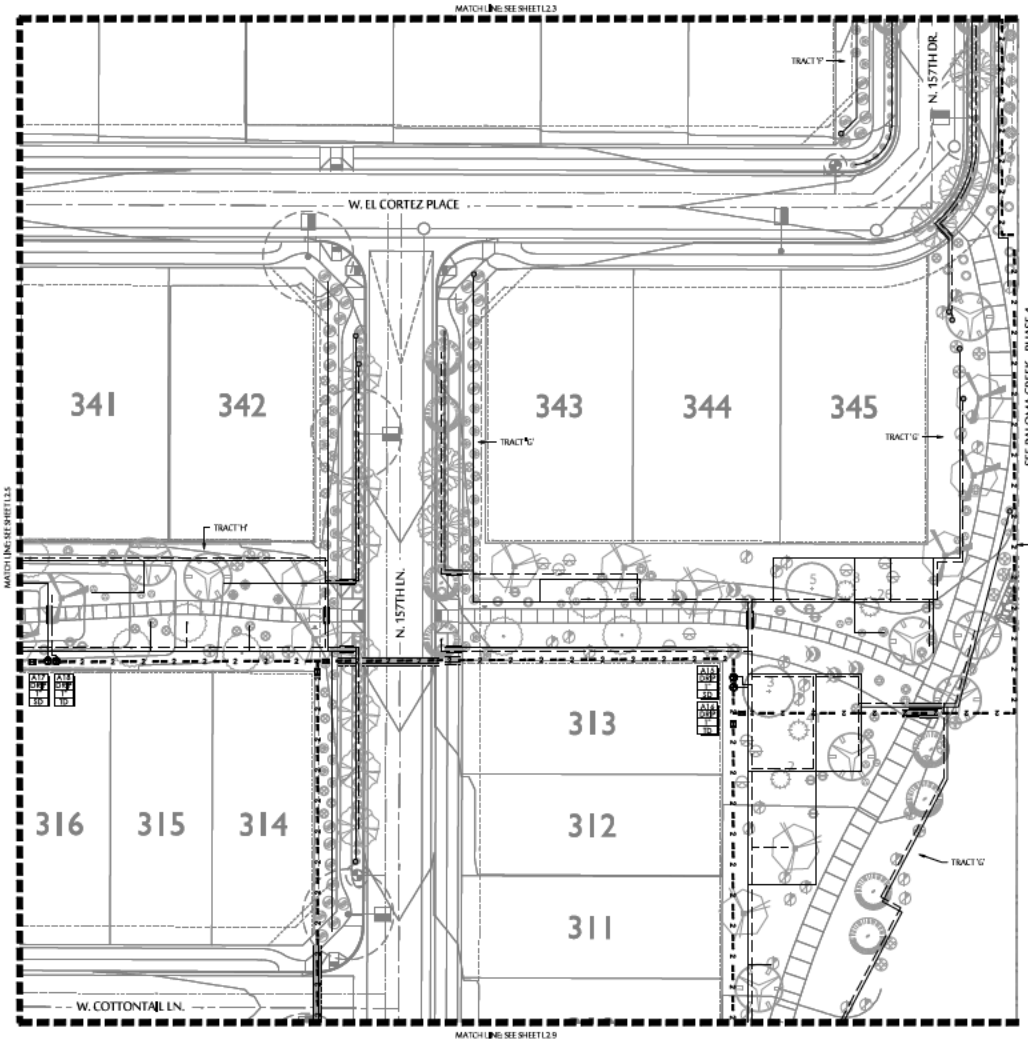
13 of 26



SEE PALOMA CREEK - PHASE 4 LANDSCAPE IMPROVEMENT PLANS FS21-813

LIMIT OF WORK (TYP.)

IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTOR - SIZE PER PLANS.
F	RAINBIRD FS150B BRASS FLOW SENSOR AND 2" GRISWOLD 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SOLENOID VALVE).
	RAINBIRD ESP-LXD TWO-WIRE CONTROLLER A – ESP-LXD 60 STATION CONTROLLER, ADD (1) ESP-LXD-SM75 EXPANSION MODULE (51 STATIONS TOTAL). WALL MOUNT. ADD (1) NCC 3G CELLULAR CARTRIDGE, USE FD-TURF TWO-WIRE DECODERS, SD-210TURF SENSOR, DECODERS AND 1 SPITURF LINE SURGE PROTECTORS. ADD WR2-RFC WIRELESS RAIN/FREEZE SENSOR.
	MAINLINE: SIZE AS PER PLAN- SCH. 40 PVC.
	PVC LATERAL (TREES) – CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
	PVC LATERAL (SHRUBS, ACCENTS, GROUND COVERS): CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
	PVC LATERAL (TURF) – SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE- SAME SIZE AS MAINLINE.
	RAINBIRD MEDIUM FLOW DRIP KIT VALVE (PART# XCZ-100-PRB-COM) - 1 VALVE PER VALVE BOX.
	RAINBIRD PEB/PESB SERIES ELECTRIC GLOBE VALVE; (PART# 100-PESB) – 1 VALVE PER VALVE BOX.
	RAINBIRD 36" QUICK COUPLER: #33-DLRC
	FLUSH VALVE ASSEMBLY.
	LATERAL LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCH.
	MAINLINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCHEDULE. ADD 2" SCH. 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAIN-LINE SLEEVES.
A1 DRIP 1" SD	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.

SEE SHEET LS.4 AND LS.5 FOR ALL IRRIGATION DETAILS

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EMITTER SCHEDULE

TREES: ALL TREES TO RECEIVE (2) RAINBIRD RWS TUBES. EACH TUBE TO BE SET UP AS SPECIFIED BELOW.
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- USE XB-34-1046 MULTI-PORT EMITTERS IN EACH TUBE.
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- (2) PORTS ARE TO RUN TO THE SURFACE, EQUALLY SPACED AROUND THE TRUNK.

SHRUBS/GROUND COVERS:
- USE RAINBIRD XBT-2046 MULTI-PORT EMITTERS
- (1) PORT PER SHRUB/GROUND COVER

ACCENTS:
- USE RAINBIRD XBT-1046 MULTI-PORT EMITTERS
- (1) PORT PER ACCENT PLANT

* MULTI-PORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BOXES.
** MAXIMUM 36" POLY TUBE RUN TO BE SPECIFIED IN LENGTH.

POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD 8/12 ROTOR SAM SERIES HEADS - RD-04-S-PRS-P.

USE RAINBIRD R-VAN14 NOZZLES:
1 ADJUSTABLE ARC/RADIUS NOZZLE
2 FULL CIRCLE

USE RAINBIRD R-VAN18 NOZZLES:
3 ADJUSTABLE ARC/RADIUS NOZZLE
4 FULL CIRCLE

USE RAINBIRD R-VAN24 NOZZLES:
5 ADJUSTABLE ARC/RADIUS NOZZLE
6 FULL CIRCLE

ALL ROTORS TO BE RAINBIRD 3504-PC-SAM.

A 2.0 NOZZLE
B 3.0 NOZZLE

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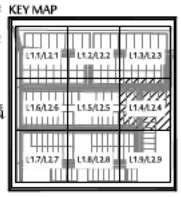
KEY MAP



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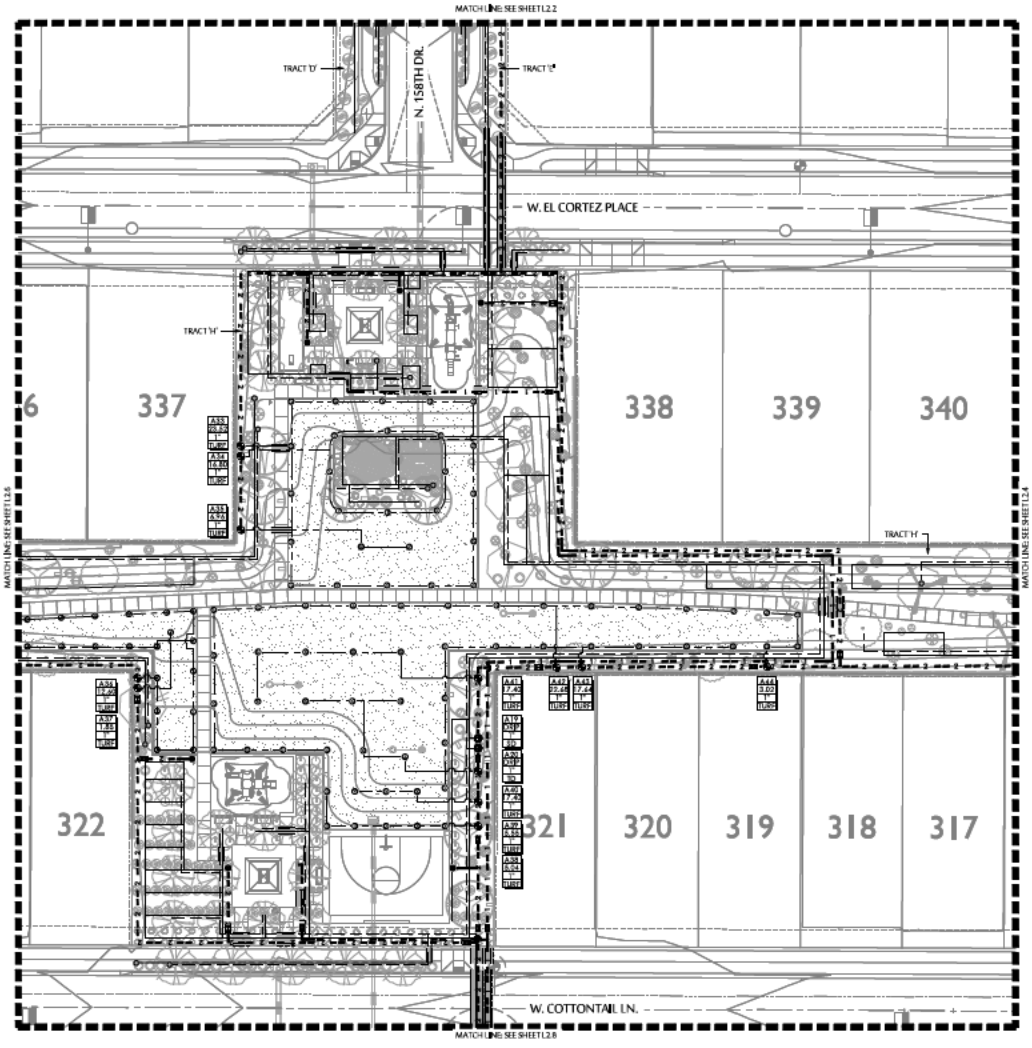

IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTOR - SIZE PER PLANS.
F	RAINBIRD FS150B BRASS FLOW SENSOR, AND 2" GRISWOLD 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SOLENOID VALVE).
	RAINBIRD ESP-LXD TWO-WIRE CONTROLLER A – ESP-LXD 60 STATION CONTROLLER, ADD (1) ESP-LXD-SM75 EXPANSION MODULE (51 STATIONS TOTAL). WALL MOUNT. ADD (1) NCC 3G CELLULAR CARE BOX, USE FD-TURF TWO-WIRE DECODERS, 10-210T LINE SENSOR DECODERS AND 1 SPT1 TURF LINE SURGE PROTECTORS. ADD WR2-RFC WIRELESS RAIN/FREEZE SENSOR.
#"/#"	MAINLINE: SIZE AS PER PLAN- SCH. 40 PVC.
	PVC LATERAL (TREES) – CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
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	RAINBIRD PEB/PESB SERIES ELECTRIC GLOBE VALVE; (PART# 100-PESB) – 1 VALVE PER VALVE BOX.
	RAINBIRD 3/4" QUICK COUPLER: #33-DLRC
	FLUSH VALVE ASSEMBLY.
	LATERAL LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCH.
	MAINLINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCHEDULE. ADD 2" SCH. 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAIN-LINE SLEEVES.
A1 DRIP 1" SD	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.

SEE SHEET L5.4 AND L5.5 FOR ALL IRRIGATION DETAILS

CONTRACTOR MUST HAVE OWNER/LANDSCAPE ARCHITECT APPROVAL FOR ALL SUBMISSION EQUIPMENT ALTERNATES/EQUIVALENTS

EMITTER SCHEDULE

TREES: ALL TREES TO RECEIVE (2) RAINBIRD RWS TUBES, EACH TUBE TO BE SET UP AS SPECIFIED BELOW.
- USE RWS-6-C, 4" DIAMETER X 36" DEPTH TUBES.
- USE XB-1406 MULTI-PORT EMITTERS IN EACH TUBE.
- (4) PORTS ARE TO REMAIN IN THE RWS TREE TUBE.
- (2) PORTS ARE TO RUN TO THE SURFACE, EQUALLY SPACED AROUND THE TRUNK.

SHRUBS/GROUND COVERS:
- USE RAINBIRD XB-1406 MULTI-PORT EMITTERS
- (1) PORT PER SHRUB/GROUND COVER

ACCENTS:
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POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD 8(1)(2)(3)04 SAM SERIES HEADS - RD-04-S-PRS-P.

USE RAINBIRD RAVAN14 NOZZLES:
1 ADJUSTABLE ARC/RADIUS NOZZLE
2 FULL CIRCLE

USE RAINBIRD RAVAN18 NOZZLES:
3 ADJUSTABLE ARC/RADIUS NOZZLE
4 FULL CIRCLE

USE RAINBIRD RAVAN24 NOZZLES:
5 ADJUSTABLE ARC/RADIUS NOZZLE
6 FULL CIRCLE

ALL ROTORS TO BE RAINBIRD 3504-PC-SAM:
A 2.0 NOZZLE
B 3.0 NOZZLE

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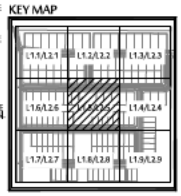
KEY MAP



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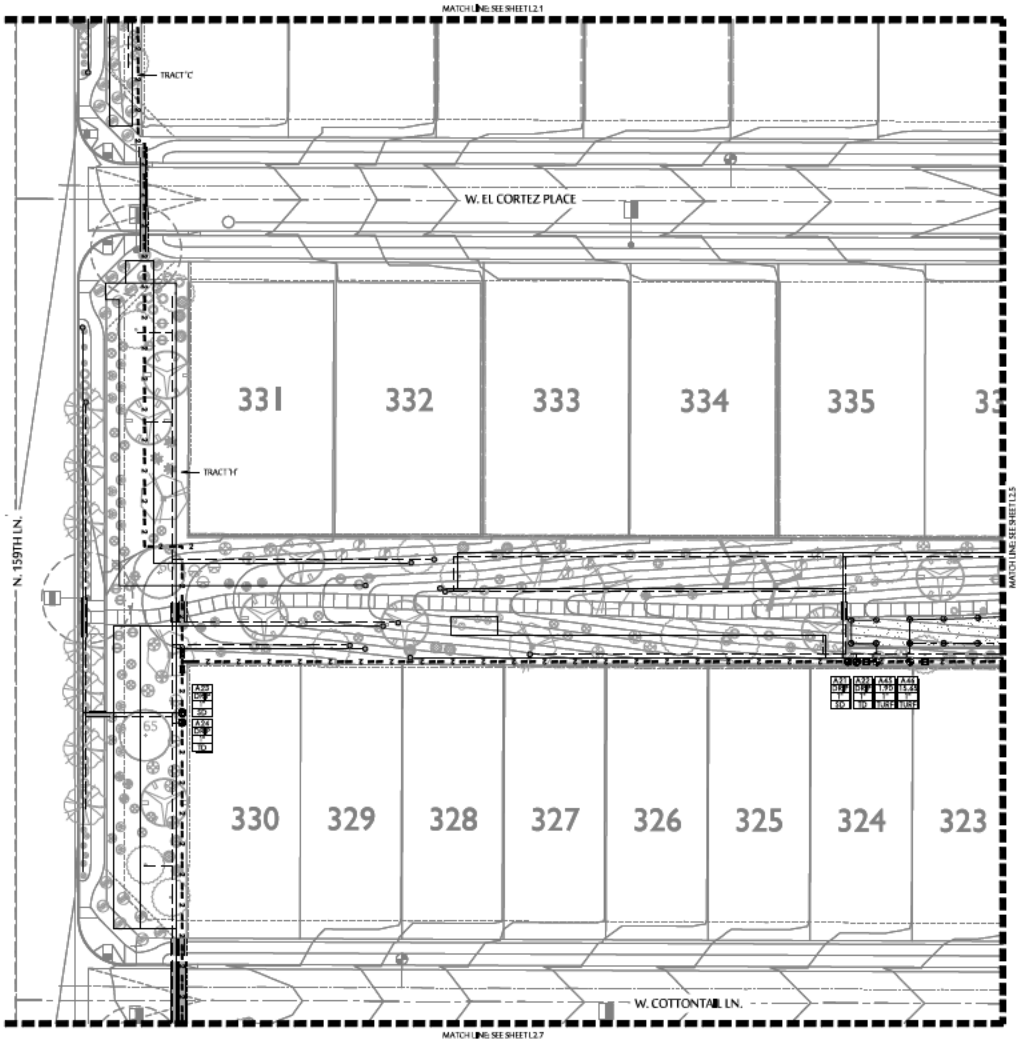

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POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD 82YHDD SAM SERIES HEADS - RD-04-S-P45-F.

USE RAINBIRD RAVAN14 NOZZLES:
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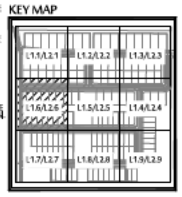
KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

MCGOUGH ADAMSON
Landscape Architects
Land Planning
Irrigation
535 E. MCKELLIPS RD. SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-9093

IRRIGATION PLAN
PALOMA CREEK - PHASE 3
25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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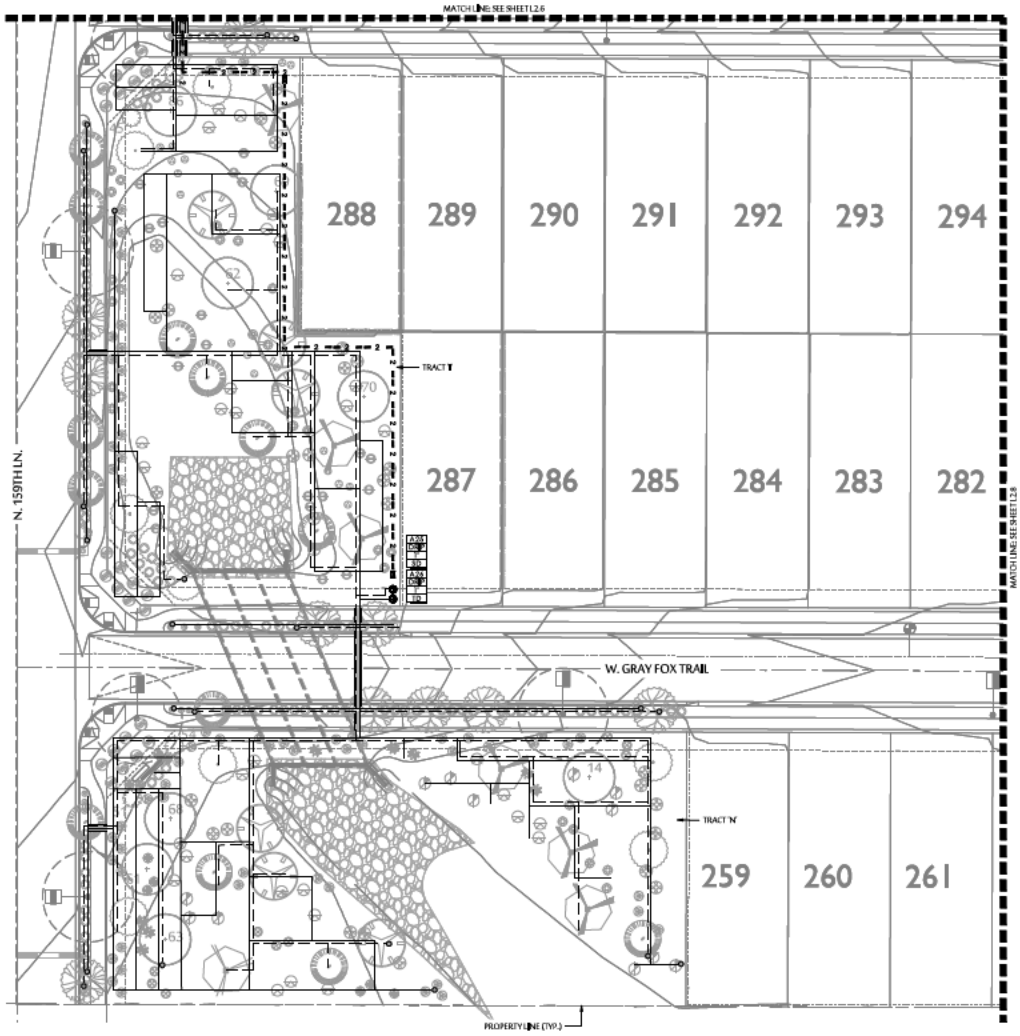
DATE:	04-14-22
DRAWN BY:	MCH, BD
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS21-842

SHEET NO.
L2.6
16 of 26



IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTOR - SIZE PER PLANS.
F	RAINBIRD FS150B BRASS FLOW SENSOR AND 2" GRISWOLD 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SOLENOID VALVE).
	RAINBIRD ESP-LXD TWO-WIRE CONTROLLER A = ESP-LXD 60 STATION CONTROLLER, ADD (1) ESP-LXD-SM75 EXPANSION MODULE (51 STATIONS TOTAL). WALL MOUNT. ADD (1) NCC 3G CELLULAR CARTRIDGE, USE FD-TURF TWO-WIRE DECODERS, SD-210T LIFE SENSOR, DECODERS AND 1 SPITLRF LINE SURGE PROTECTORS. ADD WR2-RFC WIRELESS RAIN/FREEZE SENSOR.
#■■/■■	MAINLINE: SIZE AS PER PLAN- SCH. 40 PVC.
	PVC LATERAL (TREES) = CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
	PVC LATERAL (SHRUBS, ACCENTS, GROUND COVERS). CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
	PVC LATERAL (TURF) = SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE= SAME SIZE AS MAINLINE.
	RAINBIRD MEDIUM FLOW DRIP KIT VALVE (PART# XCZ-100-PRB-COM) - 1 VALVE PER VALVE BOX.
	RAINBIRD PEB/PESB SERIES ELECTRIC GLOBE VALVE; (PART# 100-PESB) = 1 VALVE PER VALVE BOX.
	RAINBIRD 3/4" QUICK COUPLER: #33-DLRC
	FLUSH VALVE ASSEMBLY.
	LATERAL LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCH.
	MAINLINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCHEDULE. ADD 2" SCH. 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAIN-LINE SLEEVES.
A1 DRIP 1" SD	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.

SEE SHEET L5.4 AND L5.5 FOR ALL IRRIGATION DETAILS

CONTRACTOR MUST HAVE OWNER/LANDSCAPE ARCHITECT APPROVAL FOR ALL SUBMISSION EQUIPMENT ALTERNATES/EQUIVALENTS

EMITTER SCHEDULE

TREES: ALL TREES TO RECEIVE (2) RAINBIRD RWS TUBES, EACH TUBE TO BE SET UP AS SPECIFIED BELOW.
- USE RWS-6-C, 4" DIAMETER X 36" DEPTH TUBES.
- USE XB-1046 MULTI-PORT EMITTERS IN EACH TUBE.
- (4) PORTS ARE TO REMAIN IN THE RWS TREE TUBE.
- (2) PORTS ARE TO RUN TO THE SURFACE, EQUALLY SPACED AROUND THE TRUNK.

SHRUBS/GROUND COVERS:
- USE RAINBIRD XB-1046 MULTI-PORT EMITTERS
- (1) PORT PER SHRUB/GROUND COVER

ACCENTS:
- USE RAINBIRD XB-1046 MULTI-PORT EMITTERS
- (1) PORT PER ACCENT PLANT

* MULTI-PORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BOXES.
** MAXIMUM 36" POLY TUBE RUN TO BE SPUN LENGTH.

POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD 8291 OR 5404 SERIES HEADS - RD-04-S-PRS-P.

USE RAINBIRD RAVAN14 NOZZLES:
1 ADJUSTABLE ARC/RADIUS NOZZLE
2 FULL CIRCLE

USE RAINBIRD RAVAN18 NOZZLES:
3 ADJUSTABLE ARC/RADIUS NOZZLE
4 FULL CIRCLE

USE RAINBIRD RAVAN24 NOZZLES:
5 ADJUSTABLE ARC/RADIUS NOZZLE
6 FULL CIRCLE

ALL ROTORS TO BE RAINBIRD 3504-PC-SAM:
A 2.0 NOZZLE
B 3.0 NOZZLE

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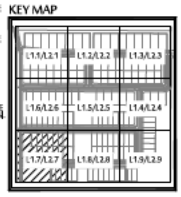

SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

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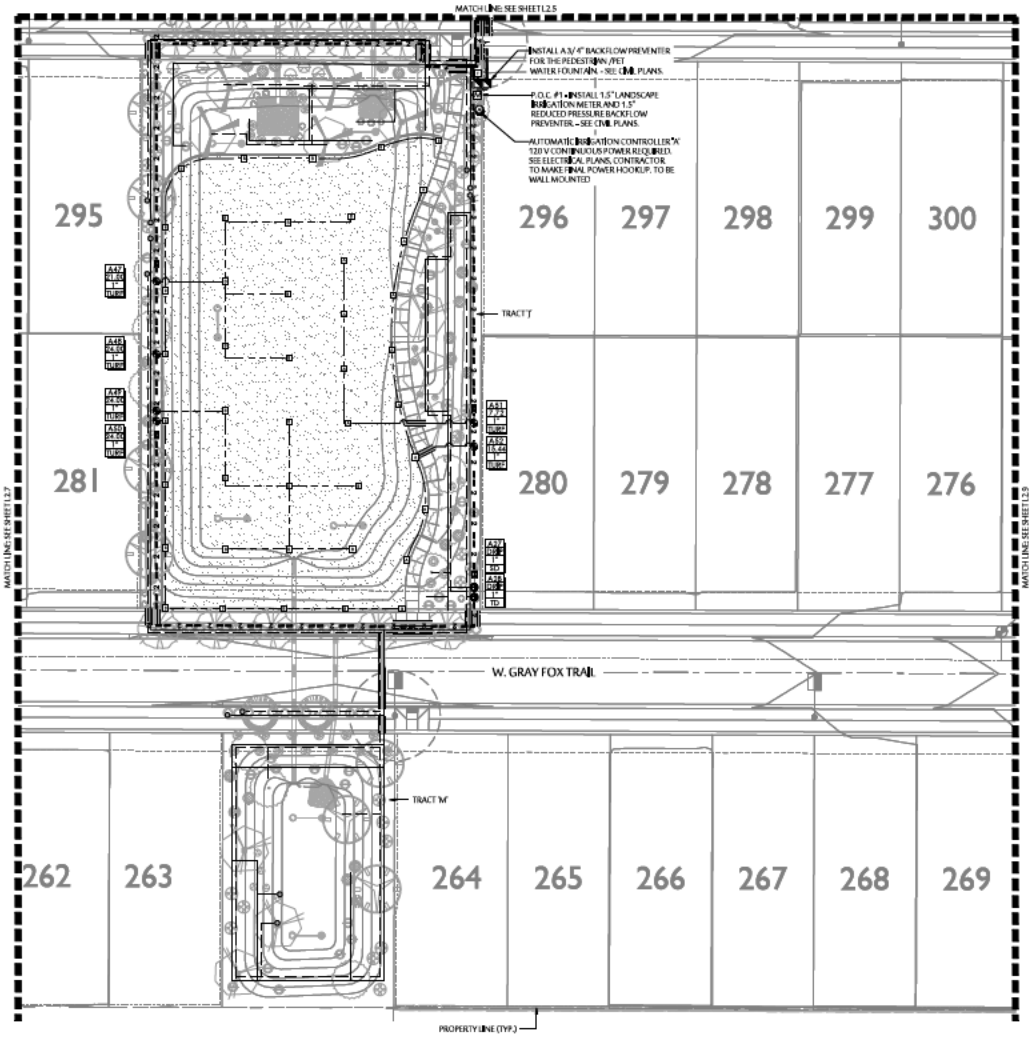

IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
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F	RAINBIRD FS150B BRASS FLOW SENSOR AND 2" GRISWOLD 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SOLENOID VALVE).
	RAINBIRD ESP-LXD TWO-WIRE CONTROLLER A = ESP-LXD 60 STATION CONTROLLER, ADD (1) ESP-LXD-SM75 EXPANSION MODULE (51 STATIONS TOTAL). WALL MOUNT. ADD (1) NCC 3G CELLULAR CARTRIDGE, USE FD-TURF TWO-WIRE DECODERS, SD-210TURF SENSOR, DECODERS AND 1 SPLITS/F LINE SURGE PROTECTORS. ADD WR2-RFC WIRELESS RAIN/FREEZE SENSOR.
#"/"	MAIN LINE: SIZE AS PER PLAN- SCH. 40 PVC.
	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
	PVC LATERAL (SHRUBS, ACCENTS, GROUND COVERS). CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
	PVC LATERAL (TURF) - SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE - SAME SIZE AS MAIN LINE.
	RAINBIRD MEDIUM FLOW DRIP KIT VALVE (PART# XCZ-100-PRB-COM) - 1 VALVE PER VALVE BOX.
	RAINBIRD PEB/PESB SERIES ELECTRIC GLOBE VALVE; (PART# 100-PESB) - 1 VALVE PER VALVE BOX.
	RAINBIRD 26" QUICK COUPLER: #33-DLRC
	FLUSH VALVE ASSEMBLY.
	LATERAL LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCH.
	MAIN LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCHEDULE. ADD 2" SCH. 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAIN-LINE SLEEVES.
A1 DRIP 1" SD	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.

SEE SHEET L5.4 AND L5.5 FOR ALL IRRIGATION DETAILS

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- USE RAINBIRD XBT-2046 MULTI-PORT EMITTERS
- (1) PORT PER SHRUB/GROUND COVER

ACCENTS:
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POP UP ROTOR/SPRAY HEAD SCHEDULE

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1 ADJUSTABLE ARC/RADIUS NOZZLE
2 FULL CIRCLE
USE RAINBIRD RAVAN18 NOZZLES:
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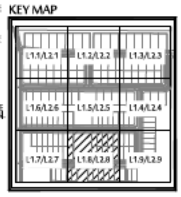

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SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

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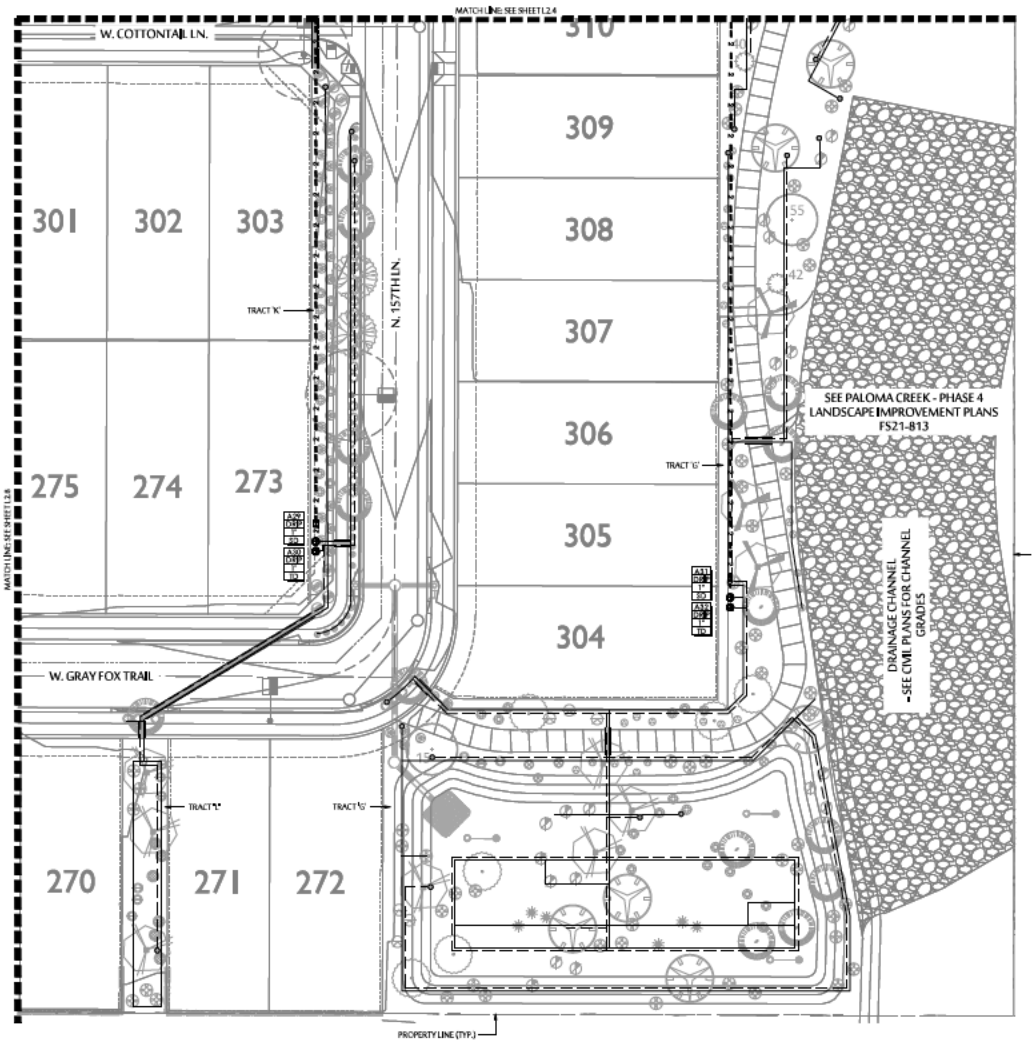

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	RAINBIRD 36" QUICK COUPLER: #33-DLRC
	FLUSH VALVE ASSEMBLY.
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POP UP ROTOR/SPRAY HEAD SCHEDULE

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USE RAINBIRD RAVAN14 NOZZLES:
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2 FULL CIRCLE
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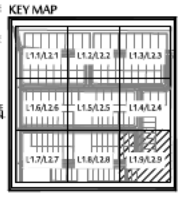

NORTH

SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

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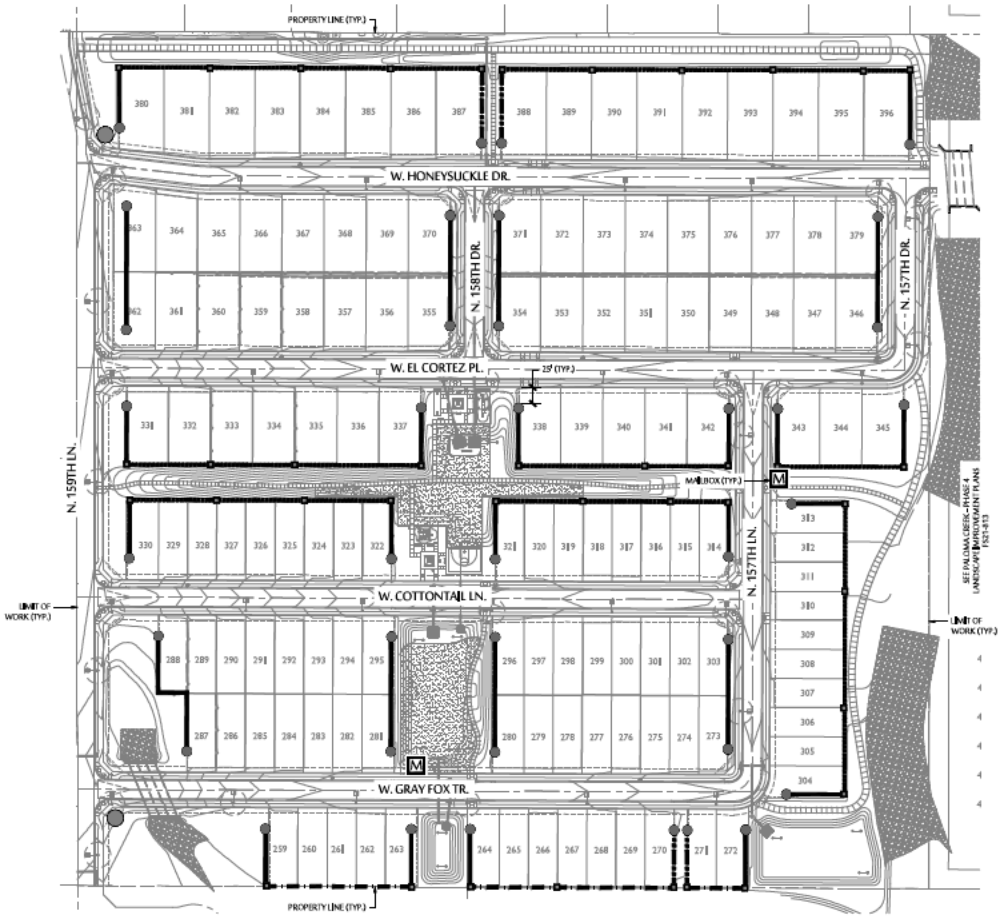

WALL PLAN LEGEND

- THEME WALL (+3,283 LN.FT.) - SEE DETAIL 'A' ON SHEET L5.1.
- VIEW FENCE (+ 3,379 LN.FT.) - SEE DETAIL 'B' ON SHEET L5.1
- PARTIAL VIEW FENCE (+ 419 LN.FT.) - SEE DETAIL 'E' ON SHEET L5.1
- BUILDER WALL (+ 630 LN.FT.) - SEE DETAIL 'G' ON SHEET L5.1
- PRIMARY THEME COLUMNS - (38) TOTAL - SEE DETAIL 'A.C & D' ON SHEET L5.1.
- SECONDARY THEME COLUMNS - (39) TOTAL - SEE DETAIL 'A, B & F' ON SHEET L5.1
- SECONDARY THEME MONUMENT - SEE DETAIL 'I' ON SHEET L6.
- M — MAILBOX LOCATIONS - SEE DETAIL 'A' ON SHEET L5.2

NOTES:

1. ANY QUANTITIES SHOWN ON THIS SHEET ARE FOR COMPLIANCE ONLY. CONTRACTOR TO UTILIZE THE FINAL SITE PLAN TO VERIFY ALL QUANTITIES NECESSARY TO BID AND INSTALL WALLS, COLUMNS AND FENCING.
2. ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS ARE TO BE LOCATED OUTSIDE OF THE P.U.E., R.O.W., SITE VISIBILITY TRIANGLES AND FRONT YARD SETBACKS.
3. THEME COLUMNS AND/OR ENDS OF WALLS ARE TO BE 25'-0" OFF THE BACK OF THE R.O.W. SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30' OFF THE BACK OF THE R.O.W. WHERE SITE VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"X6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN (OR END OF WALL) TO THE BACK OF THE SIDEWALK OR STREET FRONTAGE CURB.
4. SIGN REQUIRES A SEPARATE PERMIT. DETAILS ARE FOR INFORMATION ONLY.
5. SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.

SCALE: 1"=70'-0"

0' 70' 140' 210'

NORTH

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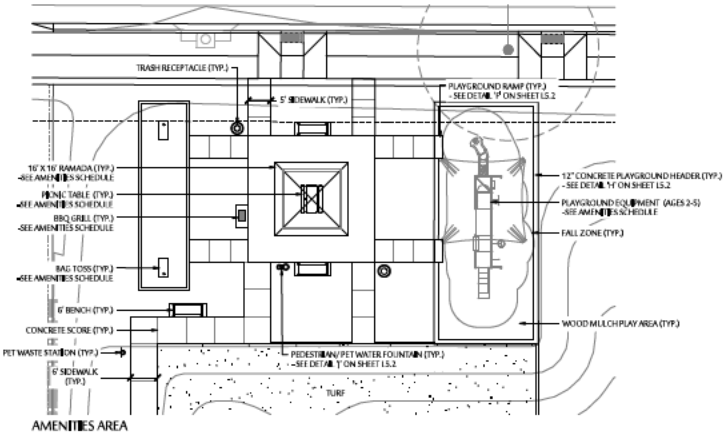
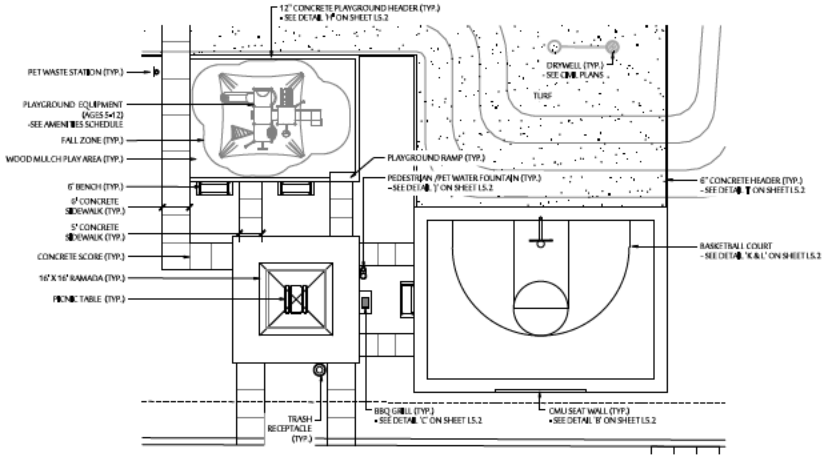


AMENITIES AREA



AMENITIES AREA

AMENITIES SCHEDULE

PICNIC TABLE (QTY: 2)

MANUFACTURER: SITESCAPES
CONTACT: MIRACLE RECREATION – 1-877-905-1411
MODEL # CVS-4361 (SURFACE MOUNT)
COLOR: BLUE
SEE DETAIL 'E' ON SHEET LS.2

TRASH RECEPTACLE (QTY: 3)

MANUFACTURER: SITESCAPES
CONTACT: MIRACLE RECREATION – 1-877-905-1411
MODEL # CV2-3010 (SURFACE MOUNT)
COLOR: BLUE

16' X 16' RAMADA (QTY: 2)

MANUFACTURER: POLIGON
CONTACT: MIRACLE RECREATION - 1-877-905-1411
STYLE: CARNIVAL - CLERESTORY SQUARE HIP ROOF
MODEL # CAR 20-49137
ROOF COLOR: BLUE
FRAME COLOR: LIME
SEE DETAIL 'D' ON SHEET LS.2

PLAYGROUND EQUIPMENT (AGES 2-5)

MANUFACTURER: MIRACLE
CONTACT: MIRACLE RECREATION - 1-888 -458-2752
DESIGN # RD021_L44130624T607
COLORS: BLUE, LIME AND CHARTREUSE
* MANUFACTURER TO PROVIDE COLOR RENDERING FOR APPROVAL PRIOR TO FULFILLING ORDER.

PLAYGROUND EQUIPMENT (AGES 5-12)

MANUFACTURER: MIRACLE
CONTACT: MIRACLE RECREATION - (800) 905 1411 X105
DESIGN # RD021_L44705929D
COLORS: BLUE , LIME AND CHARTREUSE
* MANUFACTURER TO PROVIDE COLOR RENDERING FOR APPROVAL PRIOR TO FULFILLING ORDER.

6' BENCH (QTY: 6)

MANUFACTURER: SITESCAPES
CONTACT: MIRACLE RECREATION – 1-877-905-1411
MODEL # AR1-1020 (SURFACE MOUNT ON 4" THICK, 3' X 8' CONCRETE SLAB)
COLOR: BLUE
SEE DETAIL 'E' ON SHEET LS.2

BBQ GRILL (QTY: 2)

MANUFACTURER: PW ATHLETIC
CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
MODEL # 1140-00 (ADD 1140-00SH)
COLOR: BLACK
- SEE DETAIL 'C' ON SHEET LS.2

PEDESTRIAN/PET WATER FOUNTAIN (QTY: 2)

MANUFACTURER: MOST DEPENDABLE FOUNTAINS, INC.
CONTACT: 901-867-0039
MODEL #4100SN WITH 1011SS PET FOUNTAIN OPTION & JUG FILLER
COLOR: GREEN
- INSTALL PER MANUFACTURER'S SPECIFICATIONS
- SEE DETAIL 'J' ON SHEET LS.2

*ALL COLORS ARE TO BE APPROVED BY OWNER PRIOR TO PRODUCT ORDER AND INSTALLATION.

BASKETBALL COURT (1 GOAL)

MANUFACTURER: PW ATHLETIC
CONTACT: EXERPLAY – (602) 569 -6090
MODEL: # 1576-20-45+36
POST #1576
BACKBOARD #10
GOAL #45 WINNET #36
FINISH COLOR: GREEN
INSTALL PER MANUFACTURER'S SPECIFICATIONS
SEE DETAILS 'G & H' ON SHEET LS.2 FOR COURT SPECS

BAG TOSS GAME (1 SET – 2 BOARDS)

MANUFACTURER: LANDSCAPE FORMS
CONTACT: EXERPLAY – (602) 569 -6090
MODEL: CP001233
FINISH COLOR: BLUE

PET WASTE STATION (QUANTITY: 4)

MANUFACTURER: DOG-ON-IT PARKS
CONTACT: EXERPLAY (480) 323 - 0337
MODEL# 74065 (COMPLETE STATION ONE-PUL)
COLOR: GREEN

NOTE: ALL AMENITIES ARE TO BE INSTALLED AS SPECIFIED ON THIS SHEET OR EQUIVALENT. EQUIVALENT MUST BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER PRIOR TO SUBSTITUTION.

NOTE: PLAYGROUND COMPANY AND/OR INSTALLATION COMPANY MUST VERIFY THAT ALL PLAY EQUIPMENT FALL ZONES FIT WITHIN THE PROPOSED PLAY AREA, PRIOR TO THE INSTALLATION OF THE CONCRETE SIDEWALKS AND 12" CONCRETE PLAYGROUND HEADER. - SEE THE REQUIRED SHOP DRAWINGS.

NOTE: CONCRETE SLAB SEATING AREAS (BENEATH SHADE STRUCTURES) ARE TO BE 6" THICK MIN. AND HAVE A MEDIUM BROOM FINISH. SLAB TO HAVE A 2% MAX. SLOPE TOWARD LANDSCAPE OR TURF AREAS. SCORE AS SHOWN, TYP. OF ALL INSTANCES.

NOTE: ALL OPEN SPACE, SIDEWALKS AND PAVED AMENITIES AREAS TO BE PER MAG STANDARD DETAIL 230 UNLESS OTHERWISE SPECIFIED.

SCALE: 1"=10'-0"

0' 5' 10' 20' 30'

NORTH

MCGOUGH ADAMSON
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AMENITIES SCHEDULE
PALOMA CREEK - PHASE 3
25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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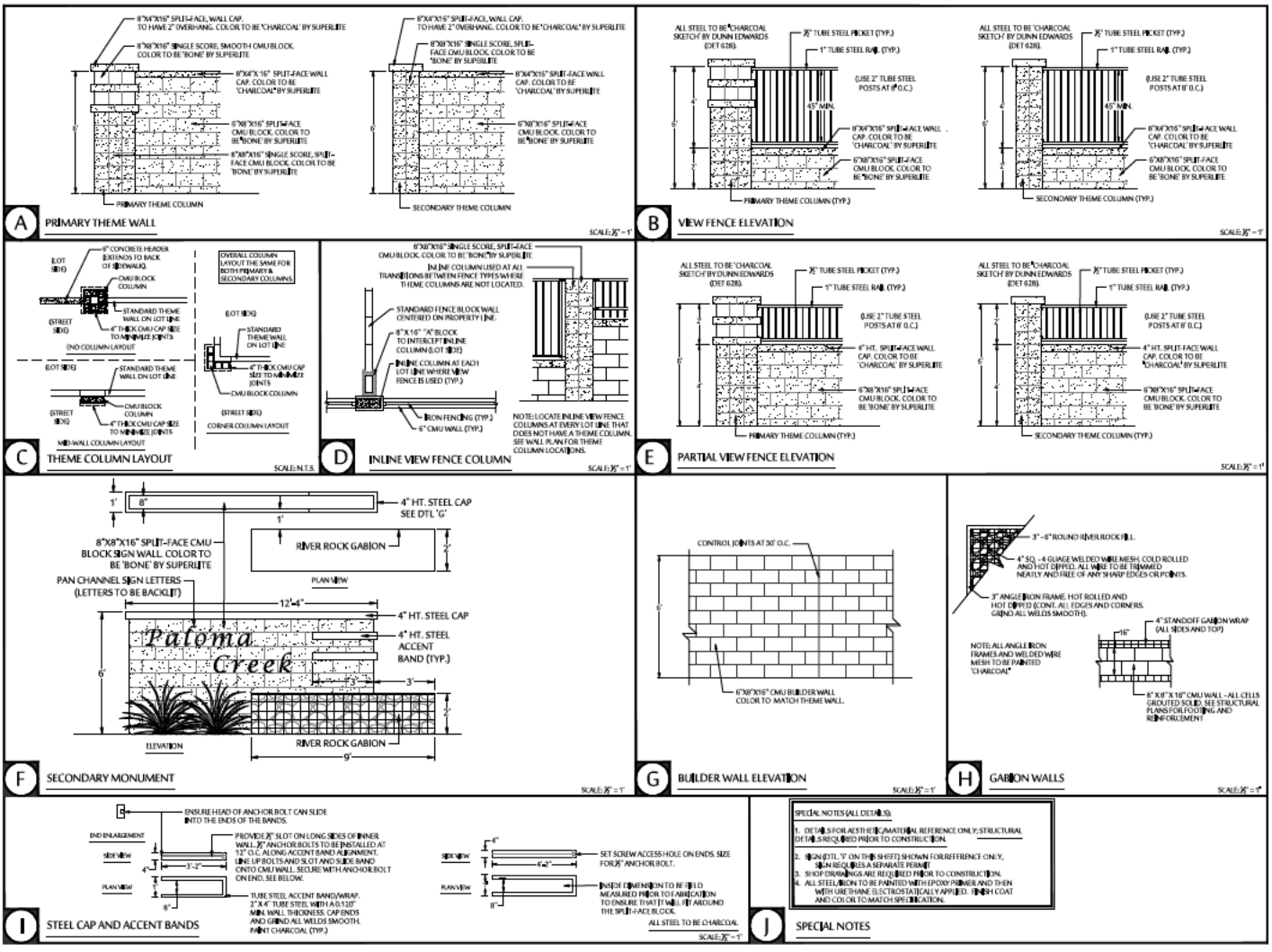
JOB NO.	21-36
DATE:	04-14-22
DRAWN BY:	MCH, BD
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS21-842

SHEET NO.
L4.1
21 of 26



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HARDSCAPE DETAILS
PALOMA CREEK – PHASE 3
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SURPRISE, ARIZONA 85387

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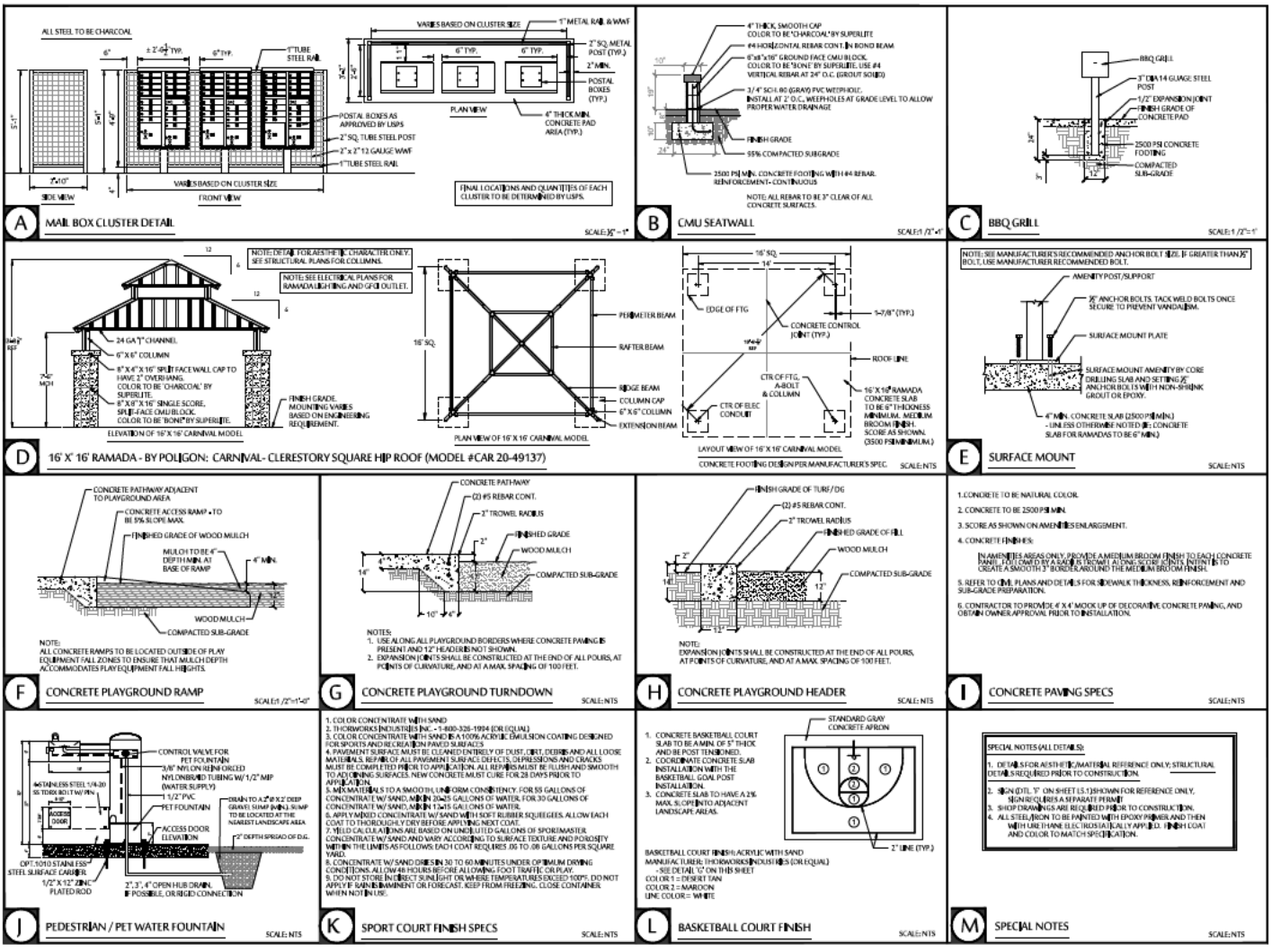
L5.1
22 OF 26



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LANDSCAPE DETAILS
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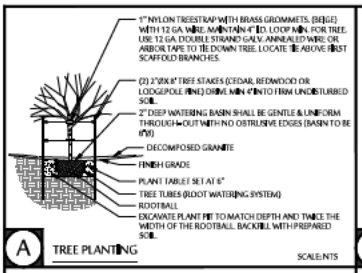
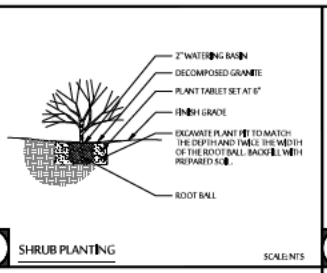
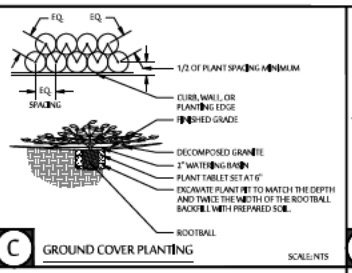
SHEET NO.
L5.2
23 OF 26



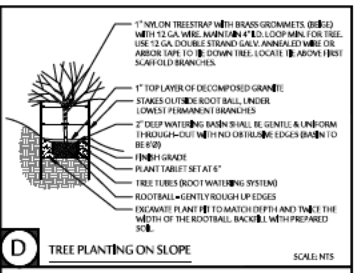
A TREE PLANTING SCALE: NTS



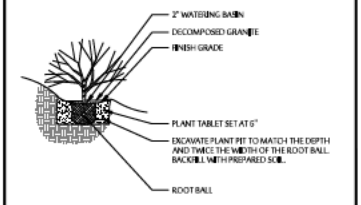
B SHRUB PLANTING SCALE: NTS



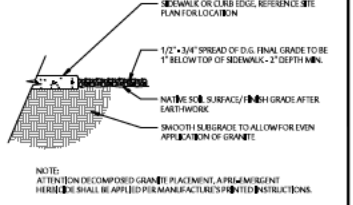
C GROUND COVER PLANTING SCALE: NTS



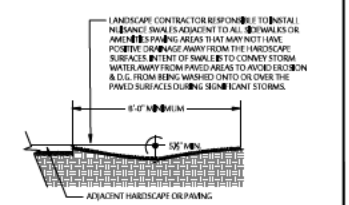
D TREE PLANTING ON SLOPE SCALE: NTS



E SHRUB PLANTING ON SLOPE SCALE: NTS



F DECOMPOSED GRANITE SCALE: NTS



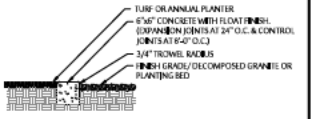
G SWALE DETAIL SCALE: NTS

PLANT TABLETS TO BE AGRIFORM 21 GRAM, 20-10-5 FERTILIZER TABLETS

PLANT TABLET SCHEDULE FOR TREES AND SHRUBS

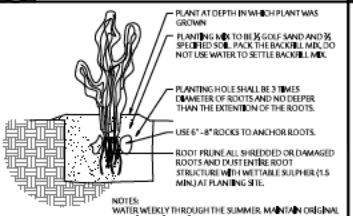
5 GALLON	2 TABLETS
15 GALLON	4 TABLETS
24" BOX	6 TABLETS
36" BOX	8 TABLETS
42" BOX	10 TABLETS

H PLANT TABLET SCHEDULE SCALE: NTS



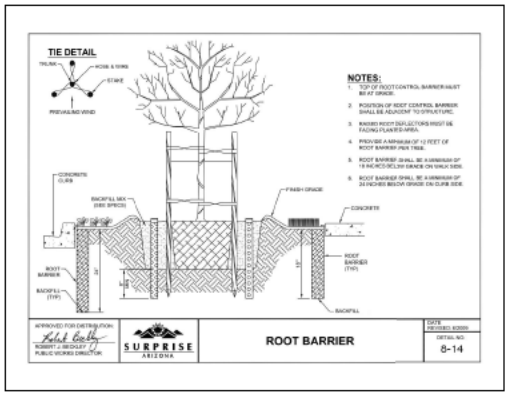
NOTE:
HEADER LAYOUT SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING CONCRETE.

I 6" CONCRETE HEADER SCALE: NTS



NOTES:
WATER WEEKLY THROUGH THE SUMMER. MAINTAIN ORIGINAL GROWING ORIENTATION.

J CACTUS PLANTING DETAIL SCALE: NTS



TURF/SOD SOIL PREP

1. AFTER ROUGH GRADING, ALL LARGER ROCK TO BE REMOVED FROM THE SOIL (2" AND LARGER).
2. SUB-GRADE TO BE GENERALLY CLEANED UP AND FLAT PRIOR TO THE INSTALLATION OF 4" OF TOP SOIL.
3. TOP SOIL TO BE ROLLED FOR CONSISTENCY, (BUT NOT COMPACTED.
4. MODERATELY SPRAY THE TOP SOIL WITH WATER PRIOR TO APPLICATION OF TURF GRASS.
5. INSTALL TURF GRASS PER SUPPLIERS SPECIFICATIONS.

K TURF/SOD SOIL PREPARATION SCALE: NTS

L NOT USED SCALE: NTS

M ROOT BARRIER (C.O.S. DTL 8-14) SCALE: NTS

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Expires: 03-31-2023

LANDSCAPE DETAILS
PALOMA CREEK – PHASE 3
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CHECKED BY: NA

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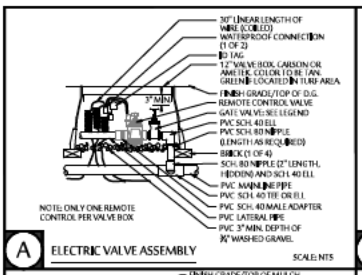
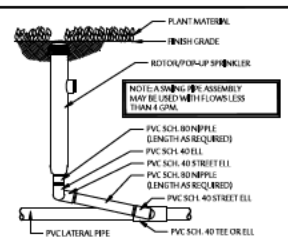
SHEET NO.
L5.3
24 OF 26



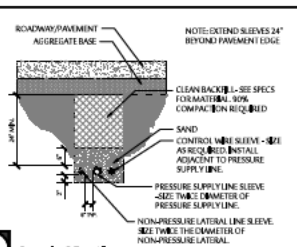
A ELECTRIC VALVE ASSEMBLY

SCALE: NTS



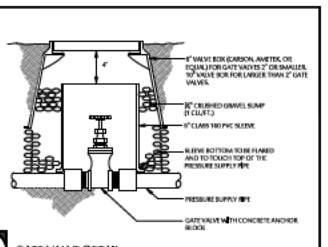
B TURF POP-UP/ROTOR DETAIL

SCALE: NTS



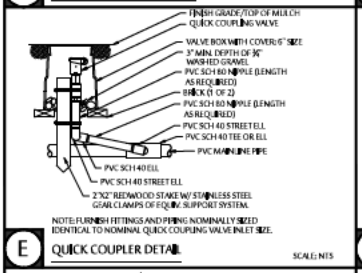
C SLEEVING DETAIL

SCALE: NTS



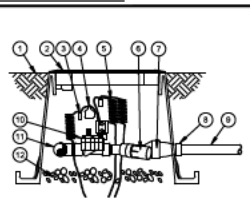
D GATE VALVE DETAIL

SCALE: NTS



E QUICK COUPLER DETAIL

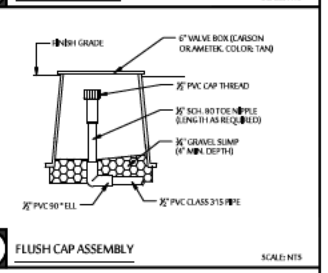
SCALE: NTS



F ELECTRIC VALVE DRIP KIT ASSEMBLY

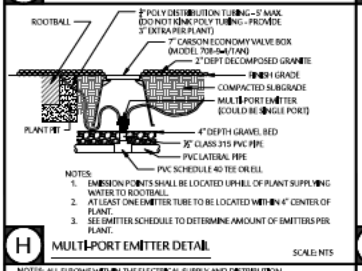
SCALE: NTS

1. FINISH GRADE
2. STANDARD VALVE BOX WITH COVER;
3. WATERPROOF CONNECTION;
4. VALVE ID TAG
5. 30-INCH LINEAR LENGTH OF WIRE, COILED
6. FILTER SYSTEM
7. PRESSURE REGULATOR
8. PVC SCH 40 FEMALE ADAPTOR
9. LATERAL PIPE
10. REMOTE CONTROL VALVE;
11. PVC SCH 40 TEE OR ELL TO MANIFOLD
12. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL



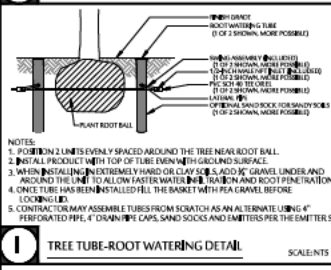
G FLUSH CAP ASSEMBLY

SCALE: NTS



H MULTI-PORT EMITTER DETAIL

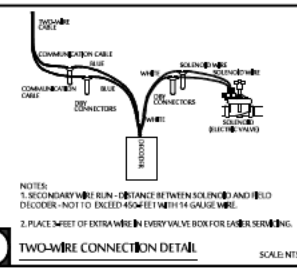
SCALE: NTS



NOTES:
1. POSITION 2 UNITS EVENLY SPACED AROUND THE TREE NEAR ROOT BALL.
2. INSTALL PRODUCT WITH TOP OF TUBE EVEN WITH GROUND SURFACE.
3. WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS, ADD ¾" GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FASTER WATER INFILTRATION AND ROOT PENETRATION.
4. ONCE TUBE HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.
5. CONTRACTOR MAY ASSEMBLE TUBES FROM SCRATCH AS AN ALTERNATE USING 4" PERFORATED PIPE, 4" DRAIN PIPE CAPS, SAND SOCKS AND EMITTERS PER THE EMITTER SCH.

I TREE TUBE-ROOT WATERING DETAIL

SCALE: NTS



NOTES:
1. SECONDARY WIRE RUN - DISTANCE BETWEEN SOLENOID AND FIELD DECODER - NOT TO EXCEED 450 FEET WITH 14 GAUGE WIRE.
2. PLACE 3-FEET OF EXTRA WIRE IN EVERY VALVE BOX FOR EASIER SERVICING.

J TWO-WIRE CONNECTION DETAIL

SCALE: NTS

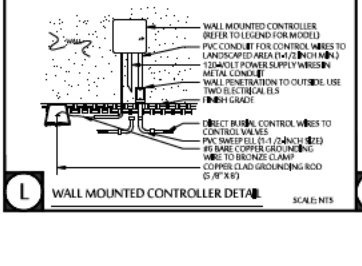
TWO-WIRE PATH WIRING AND GROUNDING NOTES:

1. ALL TWO-WIRE PATH WIRING TO BE "TWISTED PAIR" CABLE.
2. ALL PATHS LEADING AWAY FROM THE CONTROLLER SHOULD BE LINEAR AND NOT LOOPED TO ANOTHER PATH LEADING TO THE CONTROLLER.
3. SPLICES ARE PERMISSIBLE, BUT MUST BE MADE IN VALVE BOXES WITH DBRY-6 OR EQUAL CONNECTORS.
4. SPLICE TWO-WIRE RUN WHERE APPROPRIATE AND TO REDUCE OVERALL WIRE RUN LENGTH, WHILE MINIMIZING SPLICES AS MUCH AS POSSIBLE.
5. USE 14GA. WIRE FOR ALL WIRE RUNS UNDER 10,000 FEET.
6. USE 12GA. WIRE FOR ALL WIRE RUNS OVER 10,000 FEET.
7. INSTALL THE GROUNDING WIRE AND EARTH GROUND HARDWARE AT RIGHT ANGLES FROM THE TWO-WIRE PATHS (LIGHTNING ARRESTORS).
8. EARTH GROUND SHOULD BE CONNECTED AT EVERY 12TH DECODER, OR EVERY 500 FEET OF WIRE RUN, WHICHEVER IS SHORTER.
9. THE FINAL DECODER IN ANY TWO-WIRE RUN SHOULD BE GROUNDED.
10. GROUNDING MAY BE ACCOMPLISHED WITH EITHER SOLID COPPER GOUNEING PLATES OR SOLID COPPER GROUNDING RODS.

K TWO-WIRE WIRING AND GROUNDING

SCALE: NTS

NOTES: ALL ELBOWS WITHIN THE ELECTRICAL SUPPLY AND DISTRIBUTION LINES SHALL BE UL APPROVED SWEEPS.
INSTALL ALL WIRING PER LOCAL ELECTRICAL CODES.
REFER TO PRODUCT LITERATURE FOR ADDITIONAL PRODUCT REQUIREMENTS.



L WALL MOUNTED CONTROLLER DETAIL

SCALE: NTS

PIPE SIZE	FLOW (GPM)
¾"	0-8
1"	9-15
1-1/4"	16-25
1-1/2"	26-35
2"	36-60
2-1/2"	61-80
3"	81-120
4"	121-200

ALL VALVE BOXES TO BE CARSON, AMETEK, OR EQUAL. ALL ¾" LATERAL PIPE TO BE CLASS 315. ALL LATERAL PIPE ABOVE ¾" TO BE MIN. CLASS 200. ALL MAINLINE PIPE 4" AND LARGER TO BE A MINIMUM CLASS 200 RING TITE PIPE. MAINLINE PIPE LESS THAN 4" TO BE MINIMUM SCH. 40 PVC.

M PIPE SIZING SCHEDULE

SCALE: NTS

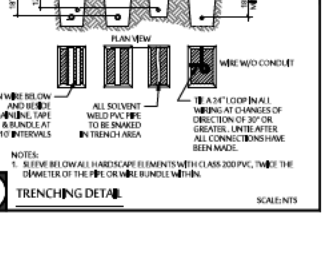
SLEEVING SCHEDULE

ALL PIPE SLEEVES TO BE SCH. 40 PVC AND SHALL BE INSTALLED WITH A MINIMUM OFFSET AT THE JOINTS TO PERMIT EASY INSTALLATION AND REMOVAL OF IRRIGATION LINES. ALL PLASTIC LINES SHALL BE INSTALLED IN SLEEVES UNDER PAVED AREAS. SLEEVES SHALL EXTEND AT LEAST 12" BEYOND THE EDGES OF THE PAVEMENT. SIZE OF SLEEVES SHALL BE AS SHOWN BELOW:

PIPE SIZE	MIN. SLEEVE SIZE
¾"	3"
1", 1-1/4", 1-1/2"	3"
2", 2-1/2", 3" & 4"	4"
	6"

N SLEEVING SCHEDULE

SCALE: NTS



NOTES:
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC, TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.

O TRENCHING DETAIL

SCALE: NTS

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IRRIGATION DETAILS
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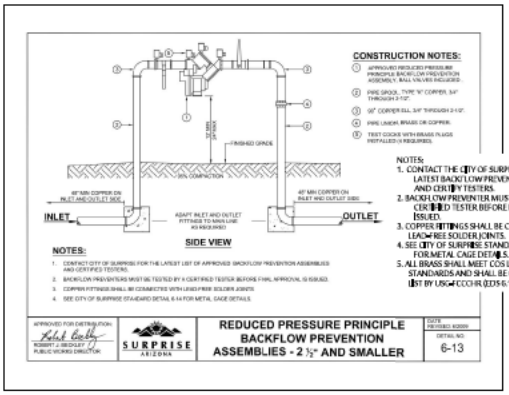
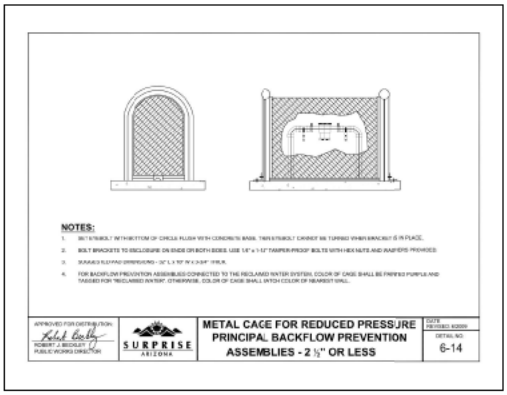
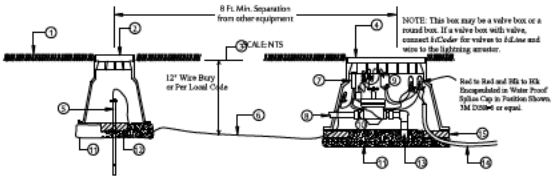
25 OF 26



A REDUCED PRESSURE BACKFLOW ASSEMBLY (C.O.S. EDS DTL 6-13)

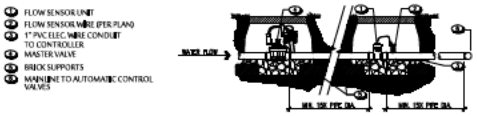


B BACKFLOW PREVENTOR PROTECTIVE CAGE (C.O.S. EDS DTL 6-14)



1. LAWN OR SURFACE TREATMENT
2. 6" JUNCTION BOX
3. FINISHED GRADE
4. RECTANGULAR STANDARD OR JUMBO VALVE BOX
5. 8' GROUNDING ROD INSTALL PER CODE
6. #8 AWG SOLID BARE CU WIRE OR PER LOCAL CODE
7. BASELINE LIGHTNING ARRESTOR *BL-LA01*
8. LATERAL LINE - SIZE PER PLANS
9. BASE LINE - *MODDER*
10. 24 VOLT REMOTE CONTROL VALVE
11. GRANULAR DRAINAGE MATERIAL - 3" MINIMUM DEPTH
12. SUPPORT BLOCK - 2 REQUIRED
13. PRESSURE LINE - SIZE AS PER PLANS
14. BASELINE *ALINE* - GAUGE AS PER PLAN
15. SUPPORT BLOCK AT EACH CORNER - 4 REQUIRED

C LIGHTNING ARRESTOR/GROUNDING ROD SCALE: NTS



THERE SHALL BE NO SPLICES BETWEEN FLOW SENSORS AND CONTROLLER. ALL CONDUIT END POINTS SHALL BE FILLED WITH EPOXY TO ENSURE WATERPROOFING.

CONTRACTOR SHALL USE DIFFERENT COLORS FOR VALVE LEAD WIRES TO DISTINGUISH BETWEEN SENSOR AND FIELD LEADS.

MAINLINE MUST BE DOWNSIZED TO SIZE OF FLOW SENSOR TEE BETWEEN MASTER VALVE AND FLOW SENSOR AND AFTER FLOW SENSOR. DISTANCES ARE SHOWN ABOVE.

D MASTER VALVE AND FLOW SENSOR DETAIL SCALE: NTS

E NOT USED SCALE: NTS

F NOT USED SCALE: NTS

MCGOUGH ADAMSON
Landscape Architects
Land Planning
Irrigation
535 E. MOELLER RD. SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-8093

Expires: 03-31-2023

IRRIGATION DETAILS
PALOMA CREEK – PHASE 3
25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

These drawings, as legal instruments of professional service are, and shall remain the property of the landscape architect.
These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 21-36
DATE: 04-14-22
DRAWN BY: MCH, BD
CHECKED BY: NA

REVISIONS:

CASE NUMBER: FS21-842

SHEET NO.
L5.5
26 OF 26

SURPRISE
ARIZONA

City Council

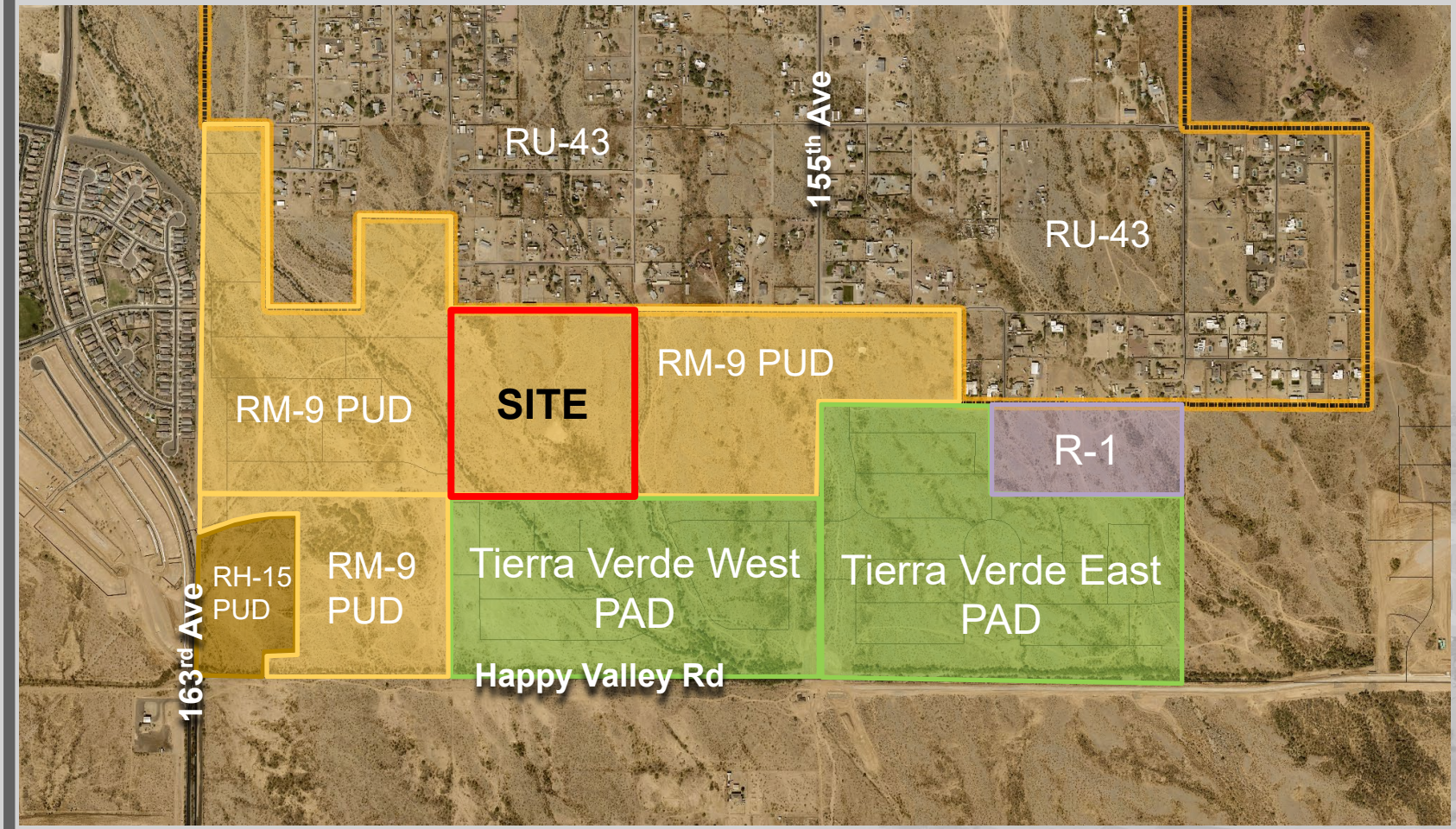
June 21, 2022

Paloma Creek Phase 3

Final Plat

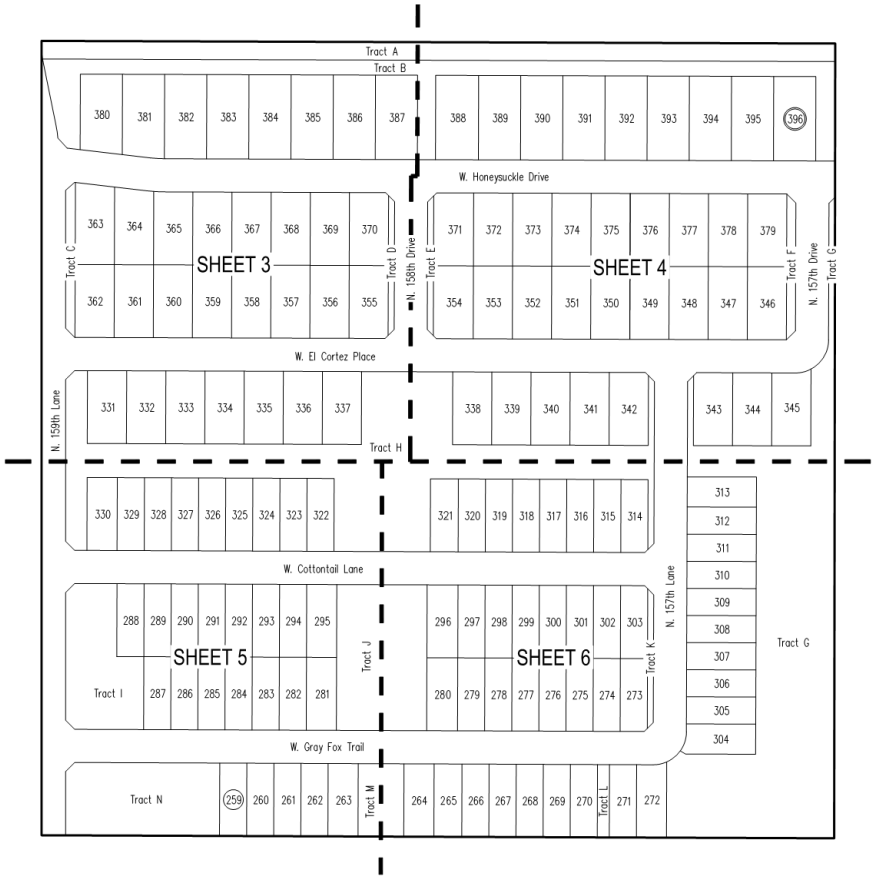
FS21-842

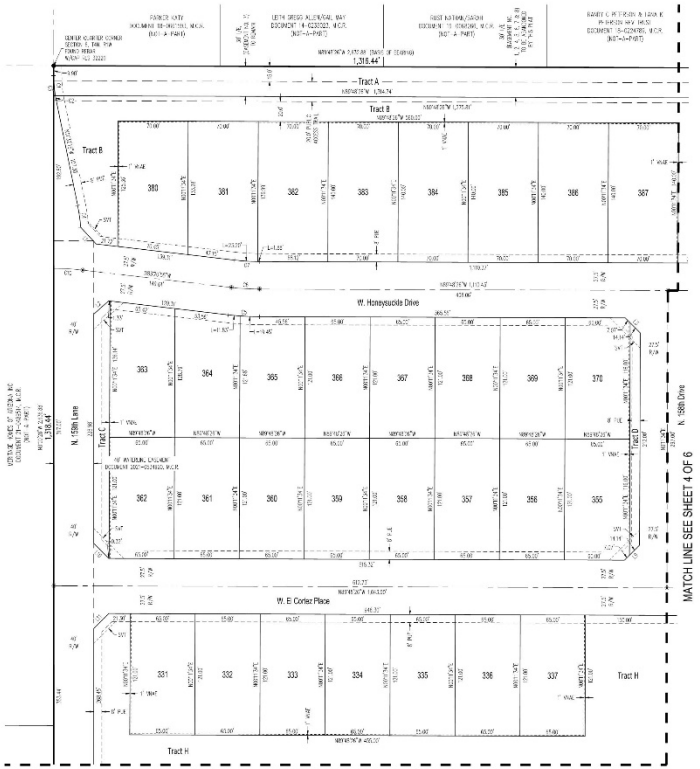
FS21-842 Vicinity Map



FS21-842 Zoning Map

FS21-842 Final Plat





LEGEND

- SET 1/2" REBAR W/ CAP AS NOTED
- SET BRASS CAP AT COMPLETION OF CONSTRUCTION
- FOUND REBAR W/CAP AS NOTED
- FOUND MONUMENT AS NOTED
- RLS REGISTERED LAND SURVEYOR
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- VNAE VEHICULAR NON-ACCESS EASEMENT
- SVT SIGHT VISIBILITY TRIANGLES
- PLAT BOUNDARY
- CENTER LINE
- LOT LINE
- RIGHT-OF-WAY
- EXISTING CENTER LINE
- EXISTING RIGHT-OF-WAY
- SECTION LINE
- EXISTING EASEMENT LINE
- PUBLIC UTILITY EASEMENT
- VEHICULAR NON-ACCESS EASEMENT LINE
- SIGHT VISIBILITY EASEMENT LINE

EXISTING EASEMENTS

THE FOLLOWING EASEMENTS AFFECT LOTS 380 THROUGH 387, 362 THROUGH 355, 331 THROUGH 337 AND TRACTS B, C, D AND H AS SHOWN HEREON AND ARE DESCRIBED IN SAID EASEMENT NUMBER 1 FOR INGRESS AND EGRESS.

1. INGRESS AND EGRESS EASEMENT 85-156841, M.C.R.
2. INGRESS AND EGRESS EASEMENT 85-156842, M.C.R.
3. INGRESS AND EGRESS EASEMENT 85-173278, M.C.R.
4. INGRESS AND EGRESS EASEMENT 2007-0853016, M.C.R.
5. INGRESS AND EGRESS EASEMENT DOCKET 15936, PAGE 1055, M.C.R.
6. INGRESS AND EGRESS EASEMENT DOCKET 15936, PAGE 1056, M.C.R.
7. INGRESS AND EGRESS EASEMENT DOCKET 15936, PAGE 1057, M.C.R.
8. INGRESS AND EGRESS EASEMENT DOCKET 15936, PAGE 1058, M.C.R.

NORTH

Scale: 1" = 80'

EPS GROUP

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T (480) 503-2250 | F (480) 503-2258
w w w . e p s g r o u p . c o m

Project: Paloma Creek Phase 3
SURPRISE, ARIZONA

FINAL PLAT

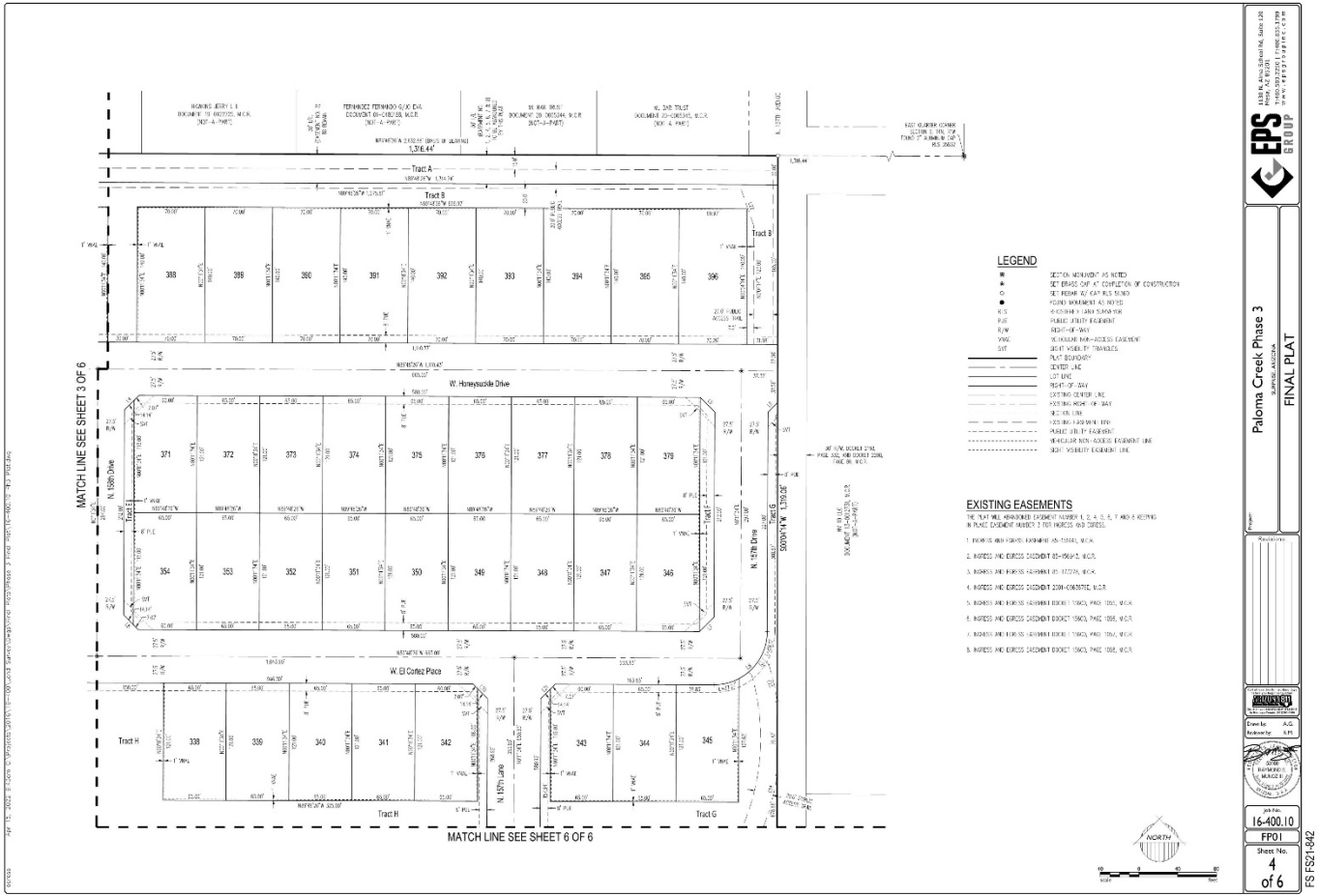
Revisions:

Drawn by: A.G.
Reviewed by: R.R.

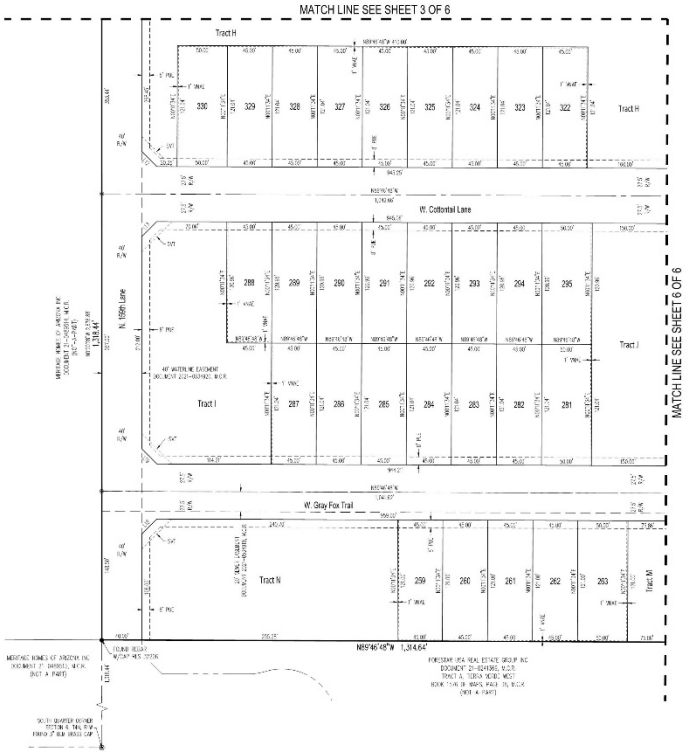
Job No. 16-400.10
FP01
Sheet No. 3 of 6

FS FS21-842

FS21-842 Final Plat



FS21-842 Final Plat



LEGEND

⊕	SECTION MONUMENT AS NOTED
★	SET BRASS CAP IN CONCRETE AT CORNERS PRIOR TO SUBDIVISION
○	SET REBAR W/ CAP RLS 51330
●	FOUND MONUMENT AS NOTED
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES
	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING LOT/TRACT LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE

NORTH

Scale: 1" = 80'

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T 480.503.2250 | F 480.503.2258
W WWW.EPSGROUP.BIZ

Paloma Creek Phase 3
SURPRISE, ARIZONA

FINAL PLAT

Revisions

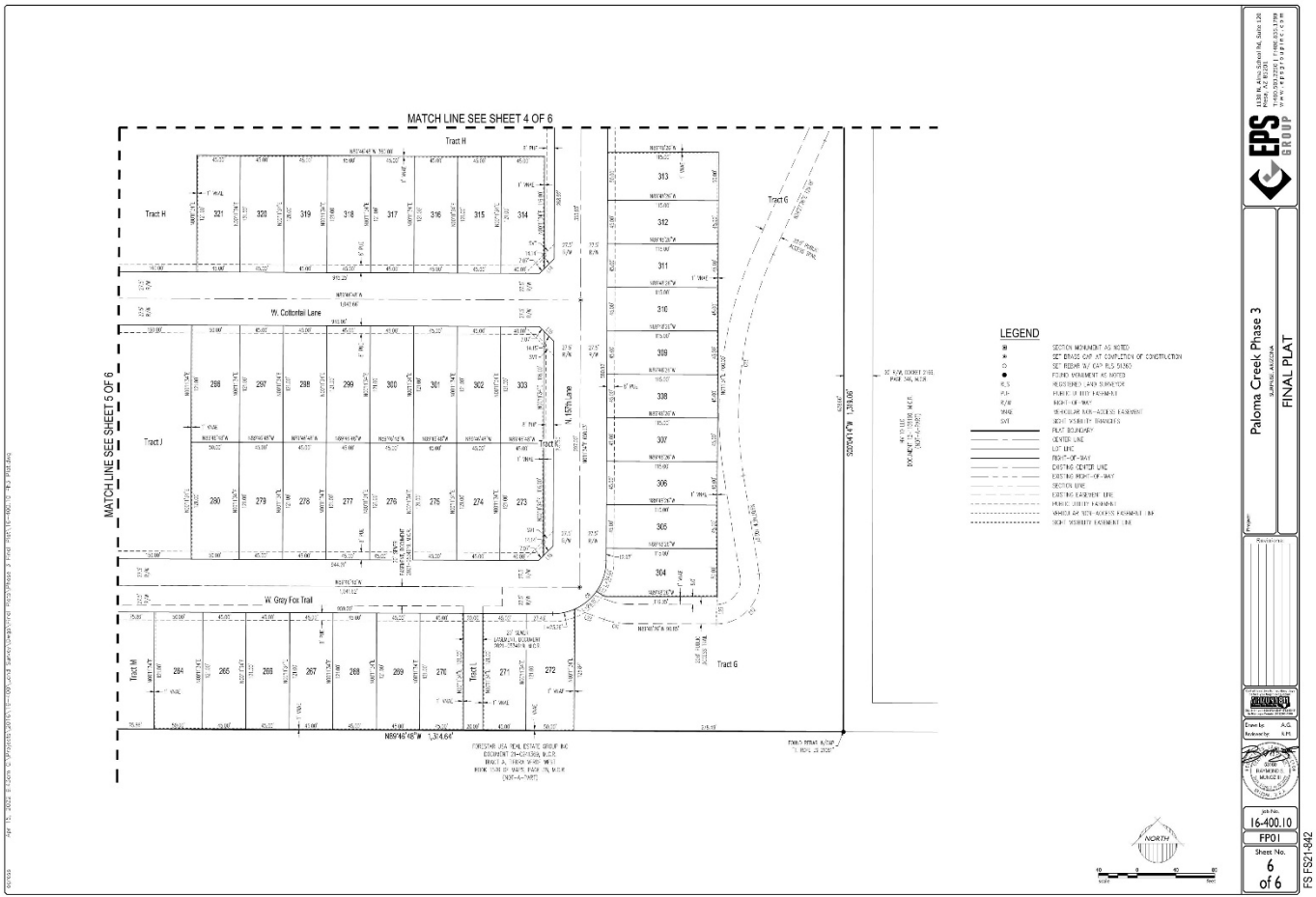
Drawn by: AJS
Reviewed by: KPS

Job No.
16-400.10
FP01

Sheet No.
5
of 6

FS FS21-842

FS21-842 Final Plat



FS21-842 Final Plat

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Fulton Homes at Prasada – Phase 1A" and dated April 27, 2022, a property generally located at the southwest corner of Waddell Road and Reems Road; Case FS21-414.

Motion:
I move to approve the Final Plat entitled, "Fulton Homes at Prasada – Phase 1A" and dated April 27, 2022.

Background:
Meikle Garrett with EPS Group Inc., on behalf of Fulton Homes, requests approval of a Final Plat for Phase 1A of the Fulton Homes at Prasada development located at the southwest corner of Waddell Road and Reems Road within the Prasada PAD. The subject plat will create 67 single-family residential lots, collector roads connecting to Waddell and Reems roads, and a backbone road system for the development.

Objective Analysis:
The subject Final Plat meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The requested Final Plat is consistent with the Prasada PAD and advances the goals and policies of the General Plan.

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-414 Fulton Homes at Prasada Phase 1A Final Plat - Staff Report 062122 CC
2. 01 - FS21-414 Fulton Homes at Prasada Phase 1A Final Plat - Vicinity Map
3. 02 - FS21-414 Fulton Homes at Prasada Phase 1A Final Plat - Zoning Map
4. 03 - FS21-414 Fulton Homes at Prasada Phase 1A Final Plat - Plat
5. 04 - FS21-414 Fulton Homes at Prasada Phase 1A Final Plat - Landscape Plans
6. 05 - FS21-414 Fulton Homes at Prasada Phase 1A Final Plat - Phasing Plan
7. 06 - FS21-414 Fulton Homes at Prasada Phase 1A Final Plat - Luke AFB Comments
8. FS21-414 Fulton Homes at Prasada Phase 1A Final Plat

SURPRISE
ARIZONA

FINAL PLAT

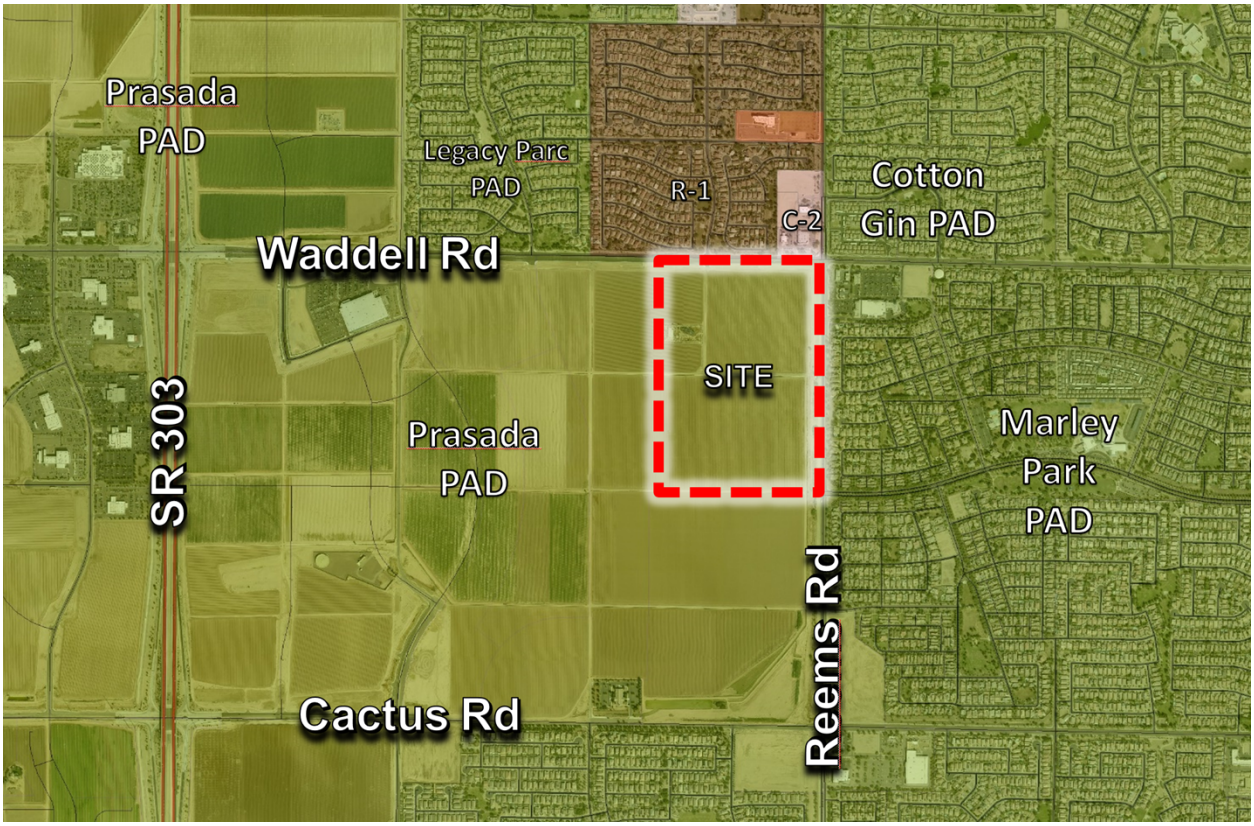
REPORT TO THE CITY COUNCIL

Case:	**FS21-414**
Project Name:	Fulton Homes at Prasada Phase 1A
Council District:	3 – Mesquite
Meeting Date:	**June 21, 2022**
Planner:	Trever Fleetham, AICP
Owner:	Fulton Homes
Applicant:	Meikle Garrett with EPS Group Inc.
Request:	Final Plat for Phase 1A of Fulton Homes at Prasada – a single family residential development
Site Location:	Generally located at the southwest corner of Waddell Road and Reems Road
Site Size:	112.87 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Project Description:

Meikle Garrett with EPS Group Inc., on behalf of Fulton Homes, requests approval of a Final Plat for Phase 1A of the Fulton Homes at Prasada development located at the southwest corner of Waddell Road and Reems Road within the Prasada PAD.

Surrounding Land Zoning:



Background:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

November 19, 2020: A Minor PAD Amendment to the Prasada Urban Village was administratively approved.

April 20, 2021: The City Council approved the Preliminary Plat for Fulton Homes at Prasada for the subject site under case FS20-363.

May 21, 2021: The applicant filed case FS21-414, the subject case, for a final plat for Phase 1A of Fulton Homes at Prasada.

Analysis and Discussion:

The subject plat will create 67 single-family residential lots, a portion of which will be dedicated to model homes, with the remainder for sale to the public. The plat will also include the construction of the collector roads connecting to Waddell and Reems, as well as the backbone road system for the overall Fulton Homes at Prasada development. The subject plat creates 17 tracts, much of which are reserved for the future phases of the development.

This Phase 1A plat includes approximately 6.77 acres of lot area, 9.32 acres of open space area, 9.95 acres of right-of-way, and 86.82 acres for future development/phases.

Conformance with Adopted Plans:

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

Reviewing Agencies:

The subject request was routed to the standard reviewing agencies, who expressed no concerns.

Summary:

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

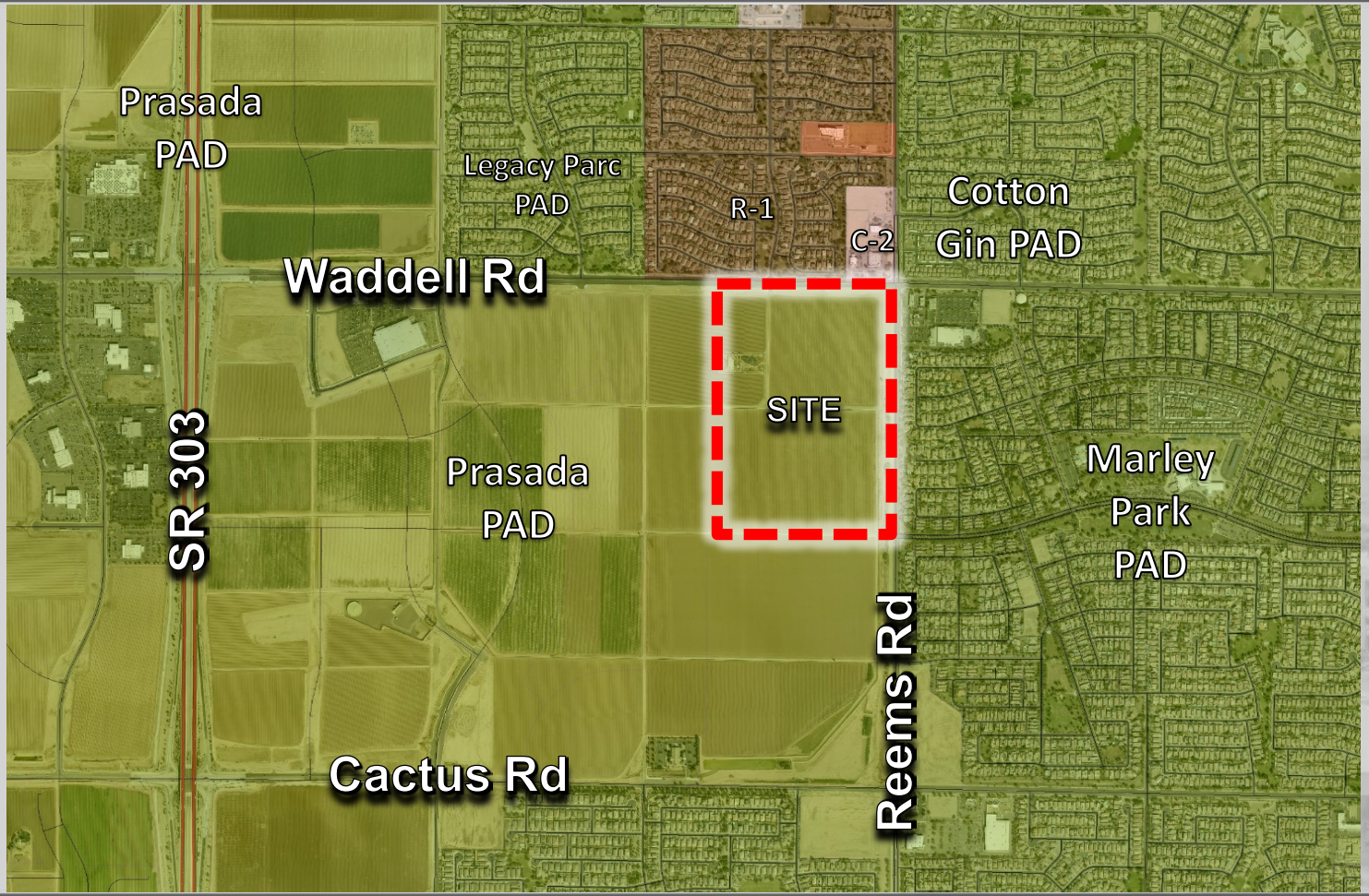
Findings:

- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Prasada PAD.
- The reviewing agencies have indicated no objections.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Landscape Plans
05 Phasing Plan
06 Luke AFB Comments
PPT

FS21-414 VICINITY MAP



FS21-414 ZONING MAP

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A

A PORTION OF NORTHEAST 1/4 OF
SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
GILA AND SALT RIVER MERIDIAN
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF FULTON HOMES AT PRASADA – PHASE 1A, A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "FULTON HOMES AT PRASADA – PHASE 1A", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE PEDESTRIAN ACCESS AND SIDEWALK CONSTRUCTION AND MAINTENANCE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENTS AS SHOWN ON THE PLAT.

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

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

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

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 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, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

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

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

TRACTS A, EE, FF, HH, JJ, K, KK, L, M, N, O, PP AND ZZ ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

TRACTS 1A, 1B, 2A AND 2B ARE HEREBY DECLARED AS AREAS FOR FUTURE DEVELOPMENT.

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

IN WITNESS WHEREOF, _____ AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE THIS _____ DAY OF _____, 2022.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2022.
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSED HEREIN CONTAINED.

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

BY: _____

MY COMMISSION EXPIRES: _____

NOTICE OF FULTON HOMES AT PRASADA DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO THE FULTON HOMES AT PRASADA DEVELOPMENT AGREEMENT DATED APRIL 21, 2022 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON APRIL 21, 2022, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 2022-0353105. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF FULTON HOMES CORPORATION AT 8140 S. KYRENE ROAD, SUITE 202, TEMPE, AZ 85284, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2022.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")

BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS
ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2022.
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSED HEREIN CONTAINED.

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

BY: _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2022.
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSED HEREIN CONTAINED.

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

BY: _____

MY COMMISSION EXPIRES: _____

RELEASE OF LIABILITY

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

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

LENDER OWNER STATEMENT

THE UNDERSIGNED, AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST DOCUMENT RECORDED IN DOCUMENT NO. 2021-0782988 OF THE MARICOPA COUNTY RECORDER, HEREBY RELEASES ALL THAT REAL PROPERTY IDENTIFIED AS PUBLIC STREETS, TRACTS A, EE, FF, HH, JJ, K, KK, L, M, N, O, PP AND ZZ, FROM THE LIEN AND SECURITY INTEREST OF THE DEED OF TRUST DATED AS OF JUNE 6, 2021 BY FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR, TO BENEFICIARY AND FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE. FURTHER, THE UNDERSIGNED CONSENTS TO THE DRAINAGE, RETENTION, UTILITY AND OTHER EASEMENTS FOR PUBLIC PURPOSES DESCRIBED ON THIS PLAT. THIS PARTIAL RELEASE SHALL IN NO WAY AFFECT OR OPERATE TO DISCHARGE THE LIEN OF THE DEED OF TRUST WITH RESPECT TO ANY OTHER OF THE PREMISES DESCRIBED ON THIS PLAT, BUT SHALL RELEASE THEREFROM ONLY THE REAL ESTATE WHICH IS DESCRIBED ABOVE. THE UNRELEASED REAL ESTATE COVERED BY THE DEED OF TRUST SHALL REMAIN AS SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AND THE FULL PERFORMANCE OF ALL THE COVENANTS AND OBLIGATIONS SECURED THEREBY.

IN WITNESS WHEREOF, THIS PARTIAL RELEASE AND RECONVEYANCE OF DEED OF TRUST HAS BEEN EXECUTED AND DELIVERED THIS _____ DAY OF _____, 2022.

BY: M&T BANK, A NEW YORK CORPORATION, AS BENEFICIARY

BY: _____
THOMAS M. DALY

ITS: SENIOR VICE PRESIDENT

BY: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR

BY: _____
NORMAN LEE NICHOLLS

ITS: PRESIDENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCUMENT NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS, OR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

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

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

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.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT APPROVED BY THIS ___ DAY OF _____, 2022 BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED: _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS ____ DAY OF _____, 2022.

ATTEST:

_____ _____
MAYOR DATE

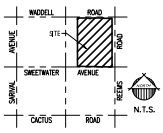
_____ _____
CITY CLERK DATE

OWNER/DEVELOPER

FULTON HOMES
8140 S KYRENE ROAD
SUITE 202
TEMPE, AZ 85284
TEL: (480) 753-6789
CONTACT: NORM NICHOLLS
EMAIL: NNICHOLLS@FULTONHOMES.COM

ENGINEER

EPS GROUP, INC.
1130 N ALMA SCHOOL ROAD
SUITE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: BRIAN NICHOLLS, PE
EMAIL: BRIAN.NICHOLLS@EPSGROUPINC.COM



SEC. 18
T.3 N., R.1 W.

VICINITY MAP

SITE DATA

ZONING	PUV-1 (PRASADA URBAN VILLAGE 1)
NUMBER OF LOTS	67
NUMBER OF TRACTS	17
MEAN LOT AREA PER DWELLING UNIT	4405 SF
NET AREA OPEN SPACE	58%
LOTS AREA	6.7748 ACRES
OPEN SPACE AREA	9.3199 ACRES
FUTURE DEVELOPMENT	86.8174 ACRES
RIGHT OF WAY AREA	9.9547 ACRES
TOTAL	112.8667 ACRES

SHEET INDEX

1	COVER, DEDICATION, SITE DATA, BASIS OF BEARING, & CERTIFICATIONS
2	FINAL PLAT, LEGAL DESCRIPTION & NOTES
3-9	FINAL PLAT
10	LOT AREA TABLE, TRACT AREA & USE TABLE, AND CURVE TABLE

REFERENCE DOCUMENTS

(R1) SPECIAL WARRANTY DEED, INSTRUMENT NO. 2019-0983423, MCR.

BASIS OF BEARINGS

THE MONUMENT LINE OF REEMS ROAD, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,
THE BEARING OF WHICH IS:

NORTH 00 DEGREES 06 MINUTES 06 SECONDS EAST

100 YEAR ASSURED WATER SUPPLY

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

27-701190.0000 — CERTIFICATE NUMBER
10-12-2021 — DATE

CERTIFICATION

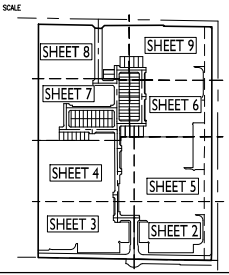
I ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT HEREON HAS BEEN PREPARED FROM A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THIS SURVEY IS TRUE AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ALL MONUMENTS EXIST OR WILL BE SET AS SHOWN, THAT ALL LOT CORNERS ARE SET OR WILL BE SET, IN ACCORDANCE WITH THE LATEST ADAPTED "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS"; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON — REGISTRATION NO. 37495
EPS GROUP INC.
1130 N. ALMA SCHOOL RD.
SUITE 120
MESA, AZ 85201
480-503-2250

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.

KEY MAP

NOT TO SCALE



FS21-414

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Project: FULTON HOMES AT PRASADA - PHASE 1A
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
FIRST SUBMITTAL: MAY 19, 2021
SECOND SUBMITTAL: SEPTEMBER 14, 2021
THIRD SUBMITTAL: OCTOBER 26, 2021
FOURTH SUBMITTAL: NOVEMBER 30, 2021

Drawn by: LFT
Reviewed by: RAJ

37495
ROBERT A. JOHNSTON
REGISTERED LAND SURVEYOR
12/31/2022

Job No.
19-0751
COVER
Sheet No.
1
of 10

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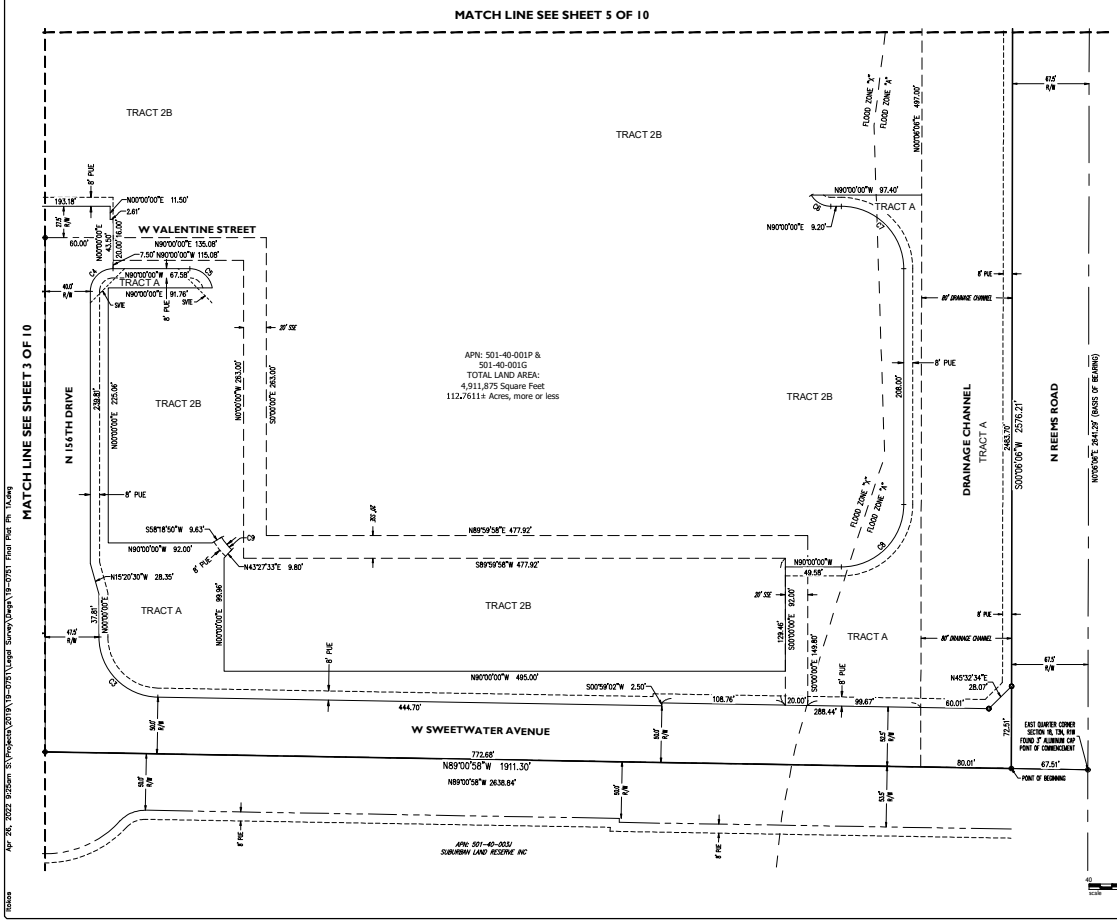
FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" ALUMINUM CAP AT THE EAST QUARTER CORNER OF SAID SECTION 18, FROM WHICH A CITY OF SURPRISE BRASS CAP IN HAND HOLE AT THE NORTHEAST CORNER OF SAID SECTION 18 BEARS NORTH 0 DEGREES 06 MINUTES 06 SECONDS EAST, 2641.29 FEET;

THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, NORTH 89 DEGREES 00 MINUTES 58 SECONDS WEST, 147.52 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, NORTH 89 DEGREES 00 MINUTES 58 SECONDS WEST, 1831.29 FEET;

THENCE NORTH 0 DEGREES 06 MINUTES 49 SECONDS EAST, 2570.57 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS EAST, 590.58 FEET;

THENCE SOUTH 44 DEGREES 04 MINUTES 48 SECONDS EAST, 46.08 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS EAST, 70.00 FEET;

THENCE NORTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, 46.47 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 43 SECONDS EAST, 651.36 FEET;

THENCE SOUTH 0 DEGREES 55 MINUTES 12 SECONDS WEST, 8.62 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS EAST, 513.41 FEET;

THENCE SOUTH 44 DEGREES 29 MINUTES 21 SECONDS EAST, 28.49 FEET;

THENCE SOUTH 0 DEGREES 06 MINUTES 06 SECONDS WEST, 2483.70 FEET;

THENCE SOUTH 45 DEGREES 32 MINUTES 34 SECONDS WEST, 28.07 FEET;

THENCE NORTH 89 DEGREES 00 MINUTES 58 SECONDS WEST, 60.01 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS WEST, 52.51 FEET TO THE POINT OF BEGINNING.

NOTES

1. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ANY LIGHTING WILL BE PLACED SO AS TO DIRECT LIGHT AWAY FROM THE ADJACENT RESIDENTIAL DISTRICTS AND WILL NOT EXCEED ONE FOOT CANDLE AT THE PROPERTY LINE. NO NOISE, ODOR OR VIBRATION WILL BE EMITTED SO THAT IT EXCEEDS THE GENERAL LEVEL OF NOISE, ODOR OR VIBRATION EMITTED BY USES OUTSIDE OF THIS SITE.
4. OWNERS OF PROPERTY ADJACENT TO PUBLIC RIGHT-OF-WAY WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL LANDSCAPING WITHIN THE RIGHTS-OF-WAY IN ACCORDANCE WITH APPROVED PLANS.
5. STRUCTURES AND LANDSCAPING WITHIN A TRIANGLE MEASURING 30' X 30' ALONG THE PROPERTY LINES WILL BE MAINTAINED AT A MAXIMUM HEIGHT OF 3'.
6. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT FOR FULTON HOMES AT PRASADA, APPROVED ON APRIL 20, 2021, UNDER CASE FS20-363.
7. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" AND "A", AS SHOWN ON THIS PLAT, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
8. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
9. 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.
10. PURSUANT TO A.R.S.42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

LEGEND

■	FND MON. IN HANDHOLE AS NOTED	ESMT	EASEMENT
●	FND MON. FLUSH AS NOTED	UBE	USE AND BENEFIT EASEMENT
⊕	IRON PIPE AS NOTED	PRE	PRIVATE ROAD EASEMENT
•	FND MON. AS NOTED	PDE	PRIVATE DRIVEWAY EASEMENT
○	SET REBAR WITH CAP, RLS 37495	RE	ROADWAY EASEMENT
FND	FOUND	SWE	SIDEWALK AND ACCESS EASEMENT
MON.	MONUMENT	CSE	COMMON SPACE EASEMENT
BCHH	BRASS CAP IN HAND HOLE	SSE	SANITARY SEWER EASEMENT
BCF	BRASS CAP FLUSH		BOUNDARY LINE
BC	BRASS CAP		R/W LINE
IP	IRON PIPE		LOT LINE
SFNF	SEARCHED FOR NOT FOUND		SECTION LINE
G&SRM	GILA AND SALT RIVER MERIDIAN		MID-SECTION LINE
MCR	MARICOPA COUNTY RECORDER		QUARTER-SECTION LINE
DOC.	DOCUMENT		CENTER LINE ROAD
DKT.	DOCKET		EXISTING R/W
BK.	BOOK		EASEMENT LINE
PG.	PAGE		
R/W	RIGHT OF WAY		
PUE	PUBLIC UTILITY EASEMENT		
SVTE	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENT		

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Project: FULTON HOMES AT PRASADA - PHASE 1A
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
FIRST SUBMITTAL: MAY 19, 2021
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FOURTH SUBMITTAL: NOVEMBER 30, 2021

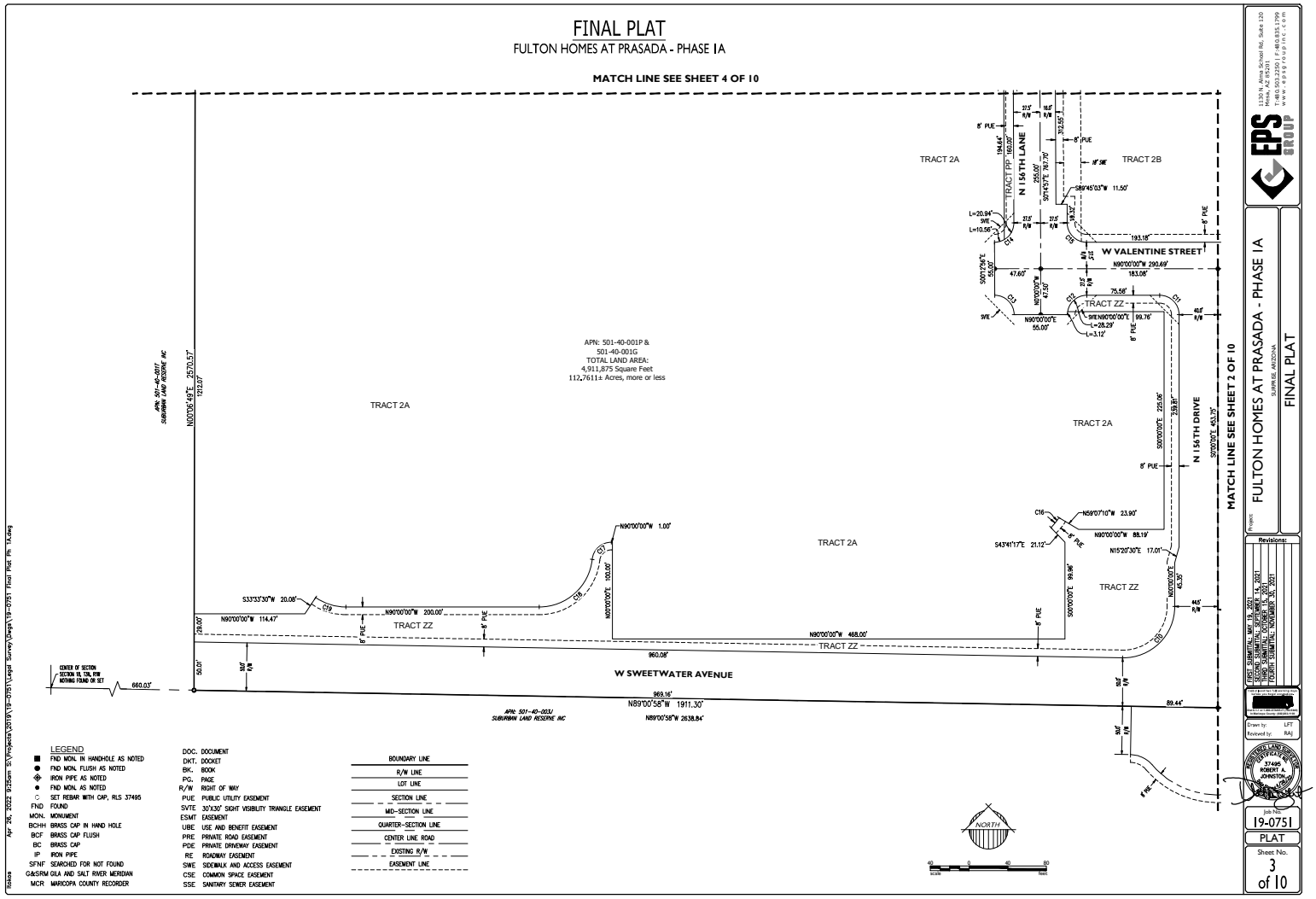
Drawn by: LFT
Reviewed by: RAJ

ROBERT A. JOHNSTON
37490
REGISTERED LAND SURVEYOR
11/30/21

Job No.
19-0751
PLAT
Sheet No.
2
of 10

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



LEGEND

■	FND MON. IN HANDHOLE AS NOTED	DOC.	DOCUMENT
●	FND MON. FLUSH AS NOTED	DKT.	DOCKET
◈	IRON PIPE AS NOTED	BK.	BOOK
●	FND MON. AS NOTED	PG.	PAGE
○	SET REBAR WITH CAP, RLS 37495	R/W	RIGHT OF WAY
FND	FOUND	PUE	PUBLIC UTILITY EASEMENT
MON.	MONUMENT	SVTE	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENT
BCHH	BRASS CAP IN HAND HOLE	ESMT	EASEMENT
BCF	BRASS CAP FLUSH	UBE	USE AND BENEFIT EASEMENT
BC	BRASS CAP	PRE	PRIVATE ROAD EASEMENT
IP	IRON PIPE	PDE	PRIVATE DRIVEWAY EASEMENT
SFNF	SEARCHED FOR NOT FOUND	RE	ROADWAY EASEMENT
G&SRM	GILA AND SALT RIVER MERIDIAN	SWE	SIDEWALK AND ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDER	CSE	COMMON SPACE EASEMENT
		SSE	SANITARY SEWER EASEMENT

BOUNDARY LINE
R/W LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
QUARTER-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE

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SURPRISE, ARIZONA
FINAL PLAT

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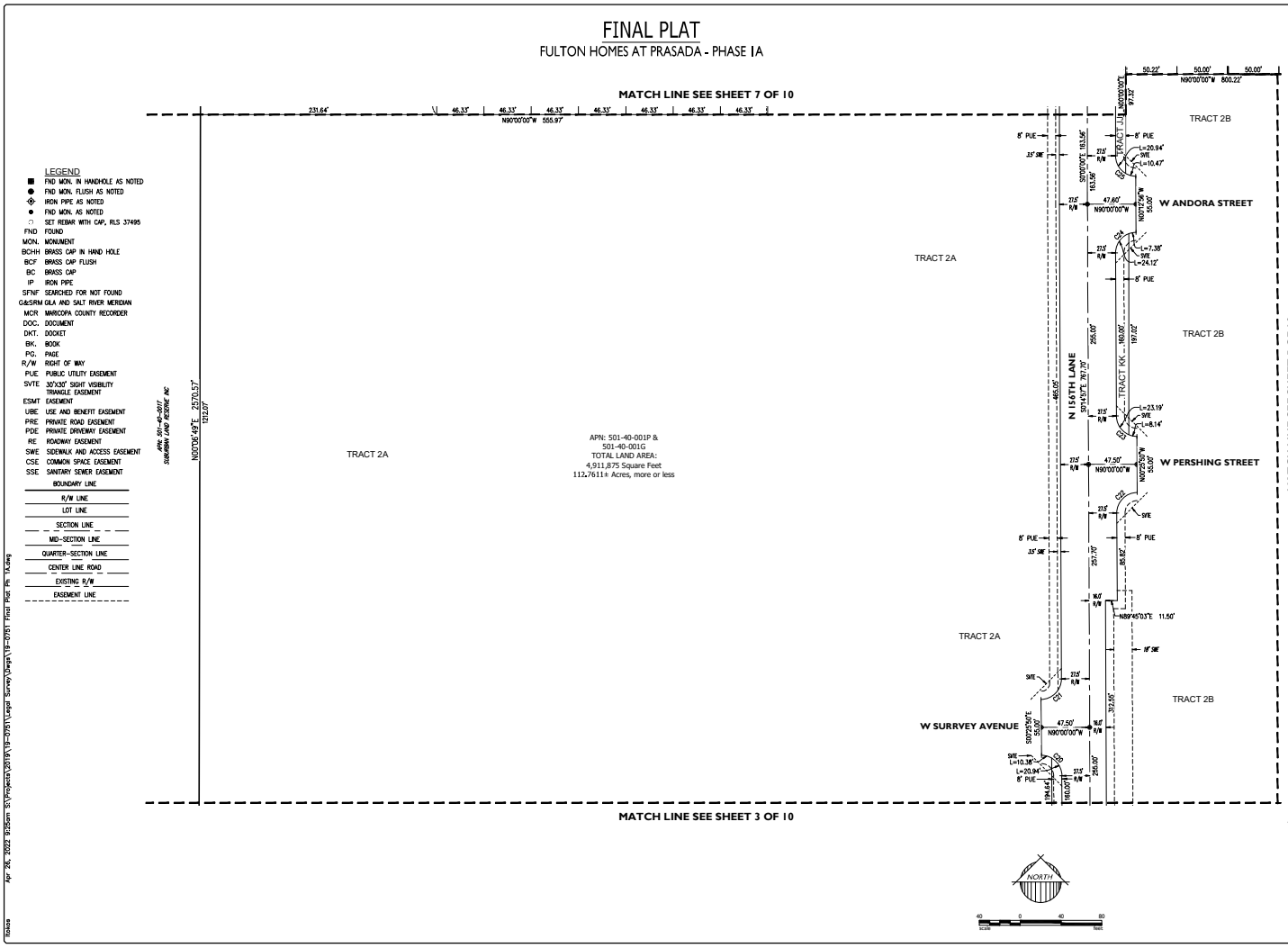
Drawn by: LFT
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37495
ROBERT A. JOHNSTON
Date: 4/26/22

Job No.: 19-0751
PLAT
Sheet No. 3 of 10

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



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SURPRISE, ARIZONA
FINAL PLAT

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Reviewed by: RAJ

37495
ROBERT A. JOHNSTON
REGISTERED LAND SURVEYOR

Job No.
19-0751
PLAT
Sheet No.
4
of 10

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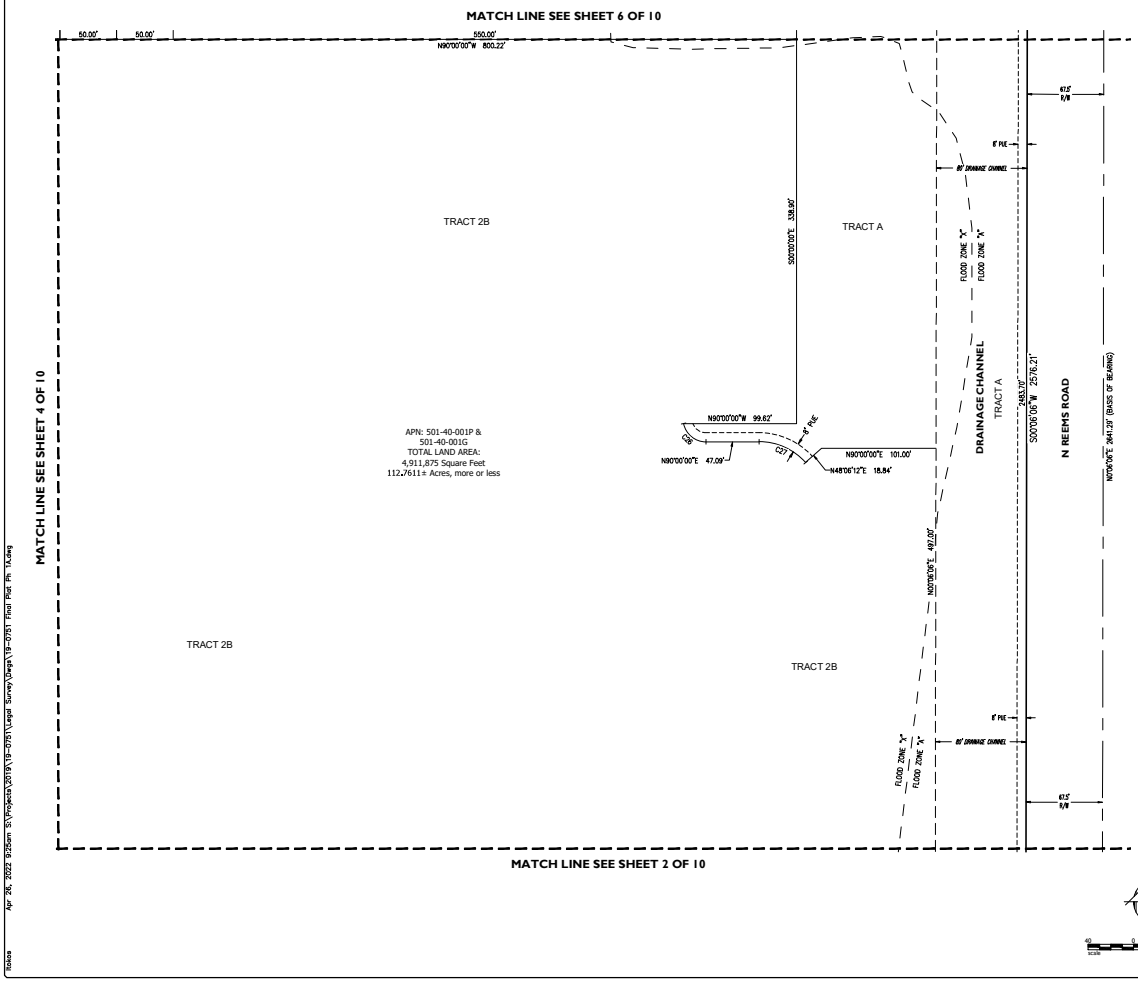
Blake

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



LEGEND

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⊕	IRON PIPE AS NOTED
•	FND MON. AS NOTED
○	SET REBAR WITH CAP, RLS 37495
FND	FOUND
MON.	MONUMENT
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
BC	BRASS CAP
IP	IRON PIPE
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SVTE	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENT
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BOUNDARY LINE
R/W LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
QUARTER-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE

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Project: FULTON HOMES AT PRASADA - PHASE 1A
QUARTZSITE, ARIZONA

FINAL PLAT

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THIRD SUBMITTAL: OCTOBER 5, 2021
FOURTH SUBMITTAL: NOVEMBER 30, 2021

Drawn by: LFT
Reviewed by: RAJ

ROBERT A. JOHNSTON
37495
REGISTERED LAND SURVEYOR
EXPIRES 09/30/2022

Job No.
19-0751

PLAT

Sheet No.
5
of 10

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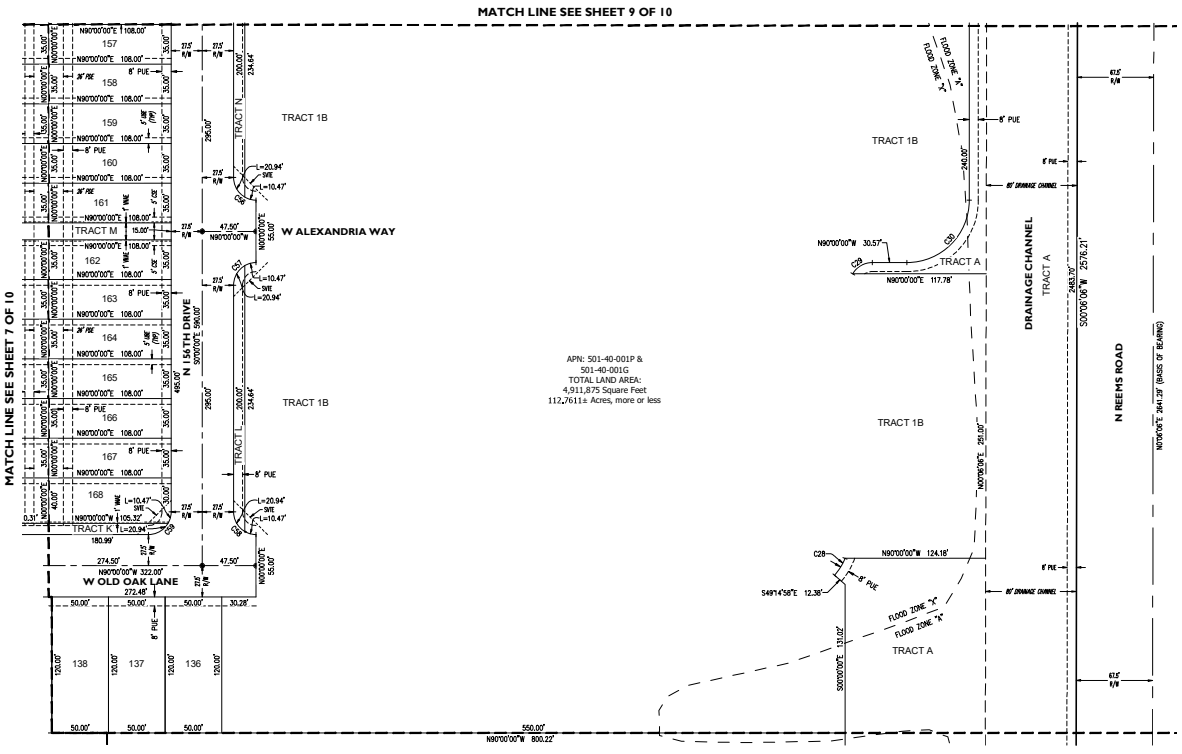
FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



LEGEND

■	FND MON. IN HANDHOLE AS NOTED	BK.	BOOK		BOUNDARY LINE
●	FND MON. FLUSH AS NOTED	PG.	PAGE		R/W LINE
◈	IRON PIPE AS NOTED	R/W	RIGHT OF WAY		LOT LINE
●	FND MON. AS NOTED	PUE	PUBLIC UTILITY EASEMENT		SECTION LINE
○	SET REBAR WITH CAP, RLS 37495	SVTE	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENT		MID-SECTION LINE
FND	FOUND	ESMT	EASEMENT		QUARTER-SECTION LINE
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BCF	BRASS CAP FLUSH	PDE	PRIVATE DRIVEWAY EASEMENT		EASEMENT LINE
BC	BRASS CAP	RE	ROADWAY EASEMENT		
IP	IRON PIPE	SWE	SIDEWALK AND ACCESS EASEMENT		
SFNF	SEARCHED FOR NOT FOUND	CSE	COMMON SPACE EASEMENT		
G&SRM	GILA AND SALT RIVER MERIDIAN	SSE	SANITARY SEWER EASEMENT		
MCR	MARICOPA COUNTY RECORDER				
DOC.	DOCUMENT				
DKT.	DOCKET				

NORTH

scale 40 0 40 80 feet

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Project: FULTON HOMES AT PRASADA - PHASE 1A

SURPRISE, ARIZONA

FINAL PLAT

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Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37495
ROBERT A. JOHNSTON
Expires 12/31/2021

Job No.: 19-0751

PLAT

Sheet No. 6 of 10

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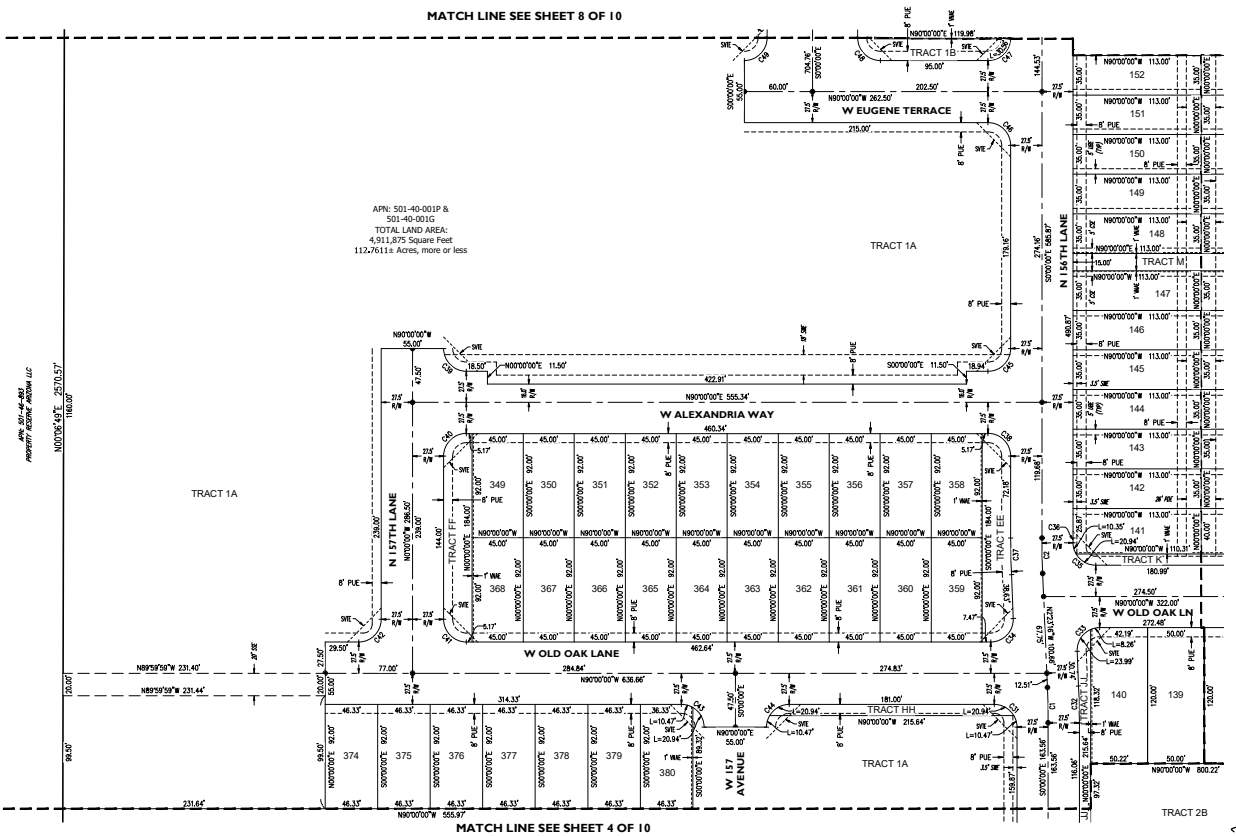
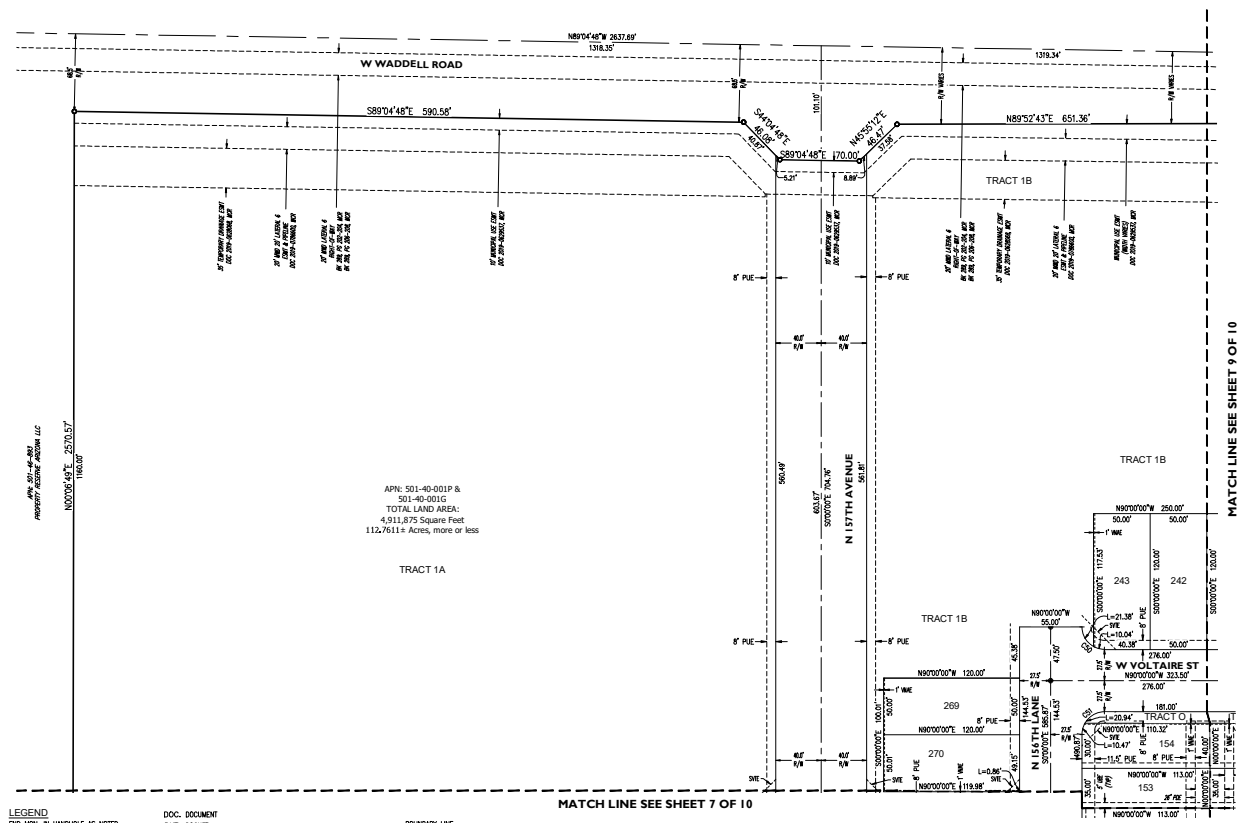
FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A


MATCH LINE SEE SHEET 8 OF 10
MATCH LINE SEE SHEET 4 OF 10
MATCH LINE SEE SHEET 6 OF 10
W EUGENE TERRACE
W ALEXANDRIA WAY
W OLD OAK LANE
W OLD OAK LN
N 156TH LANE
N 157TH LANE
W 157 AVENUE
TRACT 1A
TRACT 1B
TRACT 2B
TRACT M
TRACT K
TRACT FF
TRACT EE
TRACT HH
APN: 501-40-001P &
501-40-001G
TOTAL LAND AREA:
4,911,875 Square Feet
112.7611± Acres, more or less
APN: 501-40-003
PROPERTY RESERVE ARIZONA LLC
N00°06'49"E 2570.57'
1160.00'
N89°59'58"W 231.40'
N89°59'58"W 231.44'
N90°00'00"W 555.97'
N90°00'00"W 636.66'
N90°00'00"E 555.34'
S00°00'00"E 565.87'
N00°00'00"W 565.87'
N90°00'00"E 119.98'
N90°00'00"W 262.50'
S00°00'00"E 144.53'
N00°00'00"W 144.53'
S00°00'00"E 274.56'
N00°00'00"W 274.56'
S00°00'00"E 163.56'
N00°00'00"W 163.56'
S00°00'00"E 215.64'
N00°00'00"W 215.64'
N90°00'00"W 800.22'
S00°00'00"E 87.32'
N00°00'00"W 87.32'
S00°00'00"E 110.06'
N00°00'00"W 110.06'
S00°00'00"E 110.06'
N00°00'00"W 110.06'
S00°00'00"E 110.06'
N00°00'00"W 110.06

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



LEGEND

■	FND MON. IN HANDHOLE AS NOTED	DOC.	DOCUMENT
●	FND MON. FLUSH AS NOTED	DKT.	DOCKET
◈	IRON PIPE AS NOTED	BK.	BOOK
●	FND MON. AS NOTED	PG.	PAGE
○	SET REBAR WITH CAP, RLS 37495	R/W	RIGHT OF WAY
FND	FOUND	PUE	PUBLIC UTILITY EASEMENT
MON.	MONUMENT	SVTE	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENT
BCHH	BRASS CAP IN HAND HOLE	ESMT	EASEMENT
BCF	BRASS CAP FLUSH	UBE	USE AND BENEFIT EASEMENT
BC	BRASS CAP	PRE	PRIVATE ROAD EASEMENT
IP	IRON PIPE	PDE	PRIVATE DRIVEWAY EASEMENT
SFNF	SEARCHED FOR NOT FOUND	RE	ROADWAY EASEMENT
G&SRM	GILA AND SALT RIVER MERIDIAN	SWE	SIDEWALK AND ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDER	CSE	COMMON SPACE EASEMENT
		SSE	SANITARY SEWER EASEMENT

BOUNDARY LINE
R/W LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
QUARTER-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE

NORTH

scale 40 0 40 80 feet

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
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Project: FULTON HOMES AT PRASADA - PHASE 1A
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
FIRST SUBMITTAL: MAY 19, 2021
SECOND SUBMITTAL: SEPTEMBER 14, 2021
THIRD SUBMITTAL: OCTOBER 15, 2021
FOURTH SUBMITTAL: NOVEMBER 30, 2021

Drawn by: LFT
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
37495
ROBERT A. JOHNSTON
ARIZONA

Job No.: 19-0751
PLAT
Sheet No. 8 of 10

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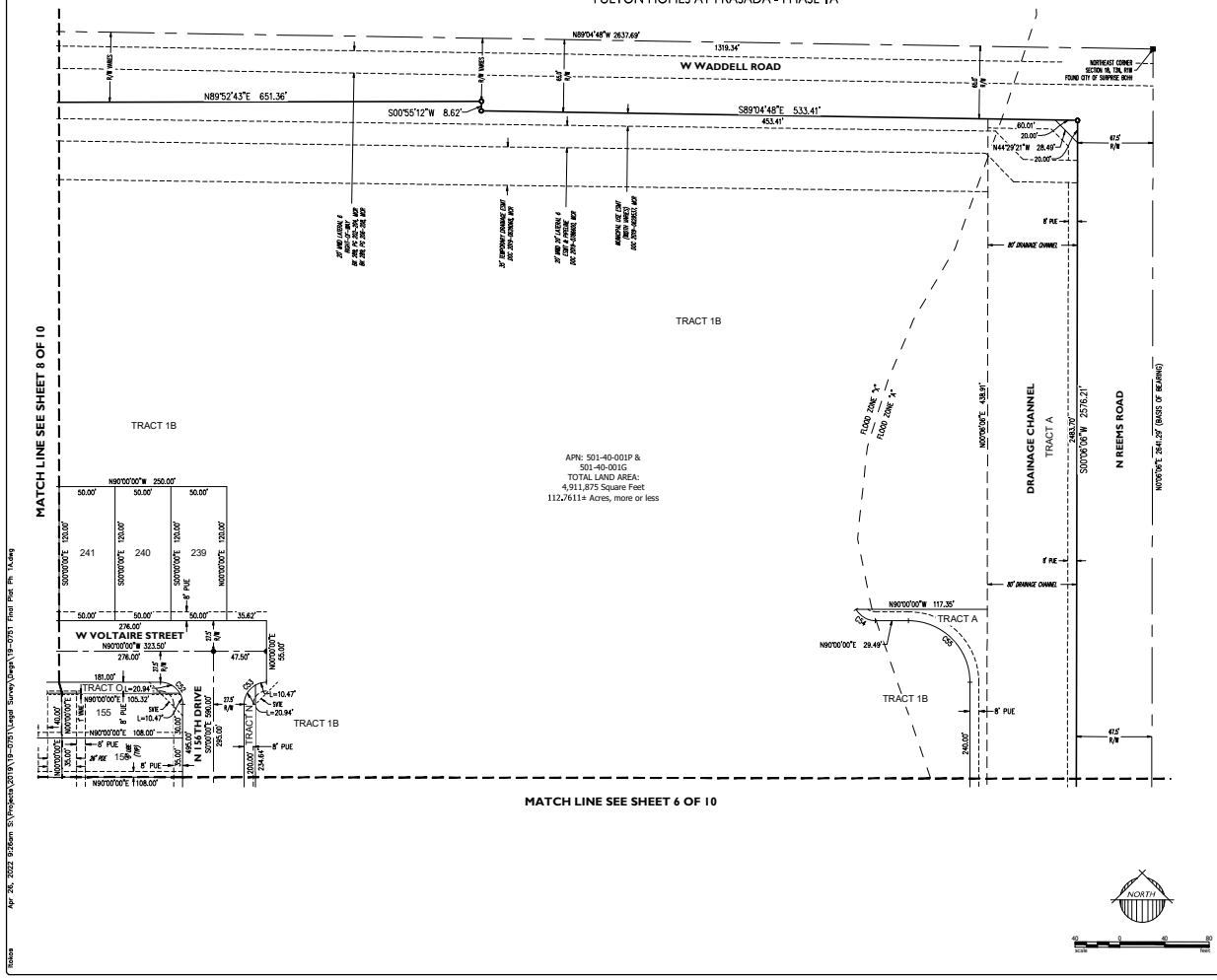
FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



LEGEND

■	FND MON. IN HANDHOLE AS NOTED
●	FND MON. FLUSH AS NOTED
◈	IRON PIPE AS NOTED
●	FND MON. AS NOTED
○	SET REBAR WITH CAP, RLS 37495
FND	FOUND
MON.	MONUMENT
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
BC	BRASS CAP
IP	IRON PIPE
SFNF	SEARCHED FOR NOT FOUND
G&SRM	GILA AND SALT RIVER MERIDIAN
MCR	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
DKT.	DOCKET
BK.	BOOK
PG.	PAGE
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
SVTE	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENT
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PRE	PRIVATE ROAD EASEMENT
PDE	PRIVATE DRIVEWAY EASEMENT
RE	ROADWAY EASEMENT
SWE	SIDEWALK AND ACCESS EASEMENT
CSE	COMMON SPACE EASEMENT
SSE	SANITARY SEWER EASEMENT

BOUNDARY LINE
R/W LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
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EASEMENT LINE

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Project: FULTON HOMES AT PRASADA - PHASE 1A
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
FIRST SUBMITTAL: MAY 19, 2021
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THIRD SUBMITTAL: OCTOBER 15, 2021
FOURTH SUBMITTAL: NOVEMBER 30, 2021

Drawn by: LFT
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37495
ROBERT A. JOHNSTON
ARIZONA, U.S.A.

Job No.: 19-0751
PLAT
Sheet No. 9 of 10

Apr 26, 2022 9:26am S:\Projects\2019\19-0751\Legal Survey\Dwgs\19-0751 Final Plat Ph 1A.dwg
Rokos

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
136	6,000	0.1377
137	6,000	0.1377
138	6,000	0.1377
139	6,000	0.1377
140	6,022	0.1382
141	4,511	0.1036
142	3,955	0.0908
143	3,955	0.0908
144	3,955	0.0908
145	3,955	0.0908
146	3,955	0.0908
147	3,955	0.0908
148	3,955	0.0908
149	3,955	0.0908
150	3,955	0.0908
151	3,955	0.0908
152	3,955	0.0908
153	3,955	0.0908
154	4,511	0.1036
155	4,311	0.0990
156	3,780	0.0868
157	3,780	0.0868
158	3,780	0.0868
159	3,780	0.0868
160	3,780	0.0868
161	3,780	0.0868
162	3,780	0.0868
163	3,780	0.0868
164	3,780	0.0868
165	3,780	0.0868
166	3,780	0.0868
167	3,780	0.0868
168	4,311	0.0990
239	6,000	0.1377
240	6,000	0.1377
241	6,000	0.1377
242	6,000	0.1377
243	5,992	0.1376
269	6,000	0.1377
270	6,001	0.1378

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
349	4,140	0.0950
350	4,140	0.0950
351	4,140	0.0950
352	4,140	0.0950
353	4,140	0.0950
354	4,140	0.0950
355	4,140	0.0950
356	4,140	0.0950
357	4,140	0.0950
358	4,140	0.0950
359	4,140	0.0950
360	4,140	0.0950
361	4,140	0.0950
362	4,140	0.0950
363	4,140	0.0950
364	4,140	0.0950
365	4,140	0.0950
366	4,140	0.0950
367	4,140	0.0950
368	4,140	0.0950
374	4,263	0.0979
375	4,263	0.0979
376	4,263	0.0979
377	4,263	0.0979
378	4,263	0.0979
379	4,263	0.0979
380	4,254	0.0977

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	31.28'	750.00'	2°23'16"	31.25'	N01°11'38"W
C2	31.28'	750.00'	2°23'16"	31.25'	S01°11'38"E
C3	82.34'	53.00'	89°00'58"	74.31'	S44°30'29"E
C4	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C5	28.29'	20.00'	81°03'19"	25.99'	N49°28'21"W
C6	20.94'	20.00'	60°00'00"	20.00'	N60°00'00"W
C7	86.39'	55.00'	90°00'00"	77.78'	N45°00'00"W
C8	86.39'	55.00'	90°00'00"	77.78'	N45°00'00"E
C9	14.26'	55.00'	14°51'17"	14.22'	S39°06'49"E
C10	84.16'	53.00'	90°59'02"	75.59'	N45°29'31"E
C11	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C12	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C13	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C14	31.50'	20.00'	90°14'57"	28.35'	N44°52'31"E
C15	31.33'	20.00'	89°45'03"	28.22'	S45°07'29"E
C16	13.10'	55.00'	13°38'44"	13.07'	N39°29'21"E
C17	29.28'	20.00'	83°52'36"	26.73'	S48°03'42"W
C18	80.52'	55.00'	83°52'36"	73.52'	N48°03'42"E
C19	33.11'	55.00'	34°29'34"	32.61'	S72°45'13"E
C20	31.33'	20.00'	89°45'03"	28.22'	N45°07'29"W
C21	31.50'	20.00'	90°14'57"	28.35'	N44°52'31"E
C22	31.50'	20.00'	90°14'57"	28.35'	S44°52'31"W
C23	31.33'	20.00'	89°45'03"	28.22'	S45°07'29"E
C24	31.50'	20.00'	90°14'57"	28.35'	S44°52'31"W
C25	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C26	27.49'	20.00'	78°45'06"	25.38'	S50°37'27"E
C27	46.18'	55.00'	48°06'12"	44.83'	N65°56'54"W
C28	17.57'	55.00'	18°18'15"	17.50'	N31°35'54"E
C29	20.94'	20.00'	60°00'00"	20.00'	S60°00'00"W
C30	86.39'	55.00'	90°00'00"	77.78'	N45°00'00"E
C31	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C32	32.40'	777.50'	2°23'16"	32.40'	N01°11'38"W
C33	32.25'	20.00'	92°23'16"	28.87'	S43°48'22"W
C34	32.25'	20.00'	92°23'16"	28.87'	N43°48'22"E
C35	31.30'	20.00'	89°39'48"	28.20'	S45°10'06"E
C36	4.25'	722.50'	0°20'12"	4.25'	S00°10'06"E
C37	32.40'	777.50'	2°23'16"	32.40'	S01°11'38"E
C38	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C39	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C40	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C41	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C42	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C43	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C44	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C45	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C46	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C47	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C48	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C49	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C50	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C51	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C52	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C53	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C54	20.94'	20.00'	60°00'00"	20.00'	S60°00'00"E
C55	86.39'	55.00'	90°00'00"	77.78'	N45°00'00"W
C56	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C57	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C58	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C59	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT 1A	FUTURE DEVELOPMENT / **SSE	700,769	16.0874
TRACT 1B	FUTURE DEVELOPMENT	968,620	22.2365
TRACT 2A	FUTURE DEVELOPMENT	1,089,828	25.0190
TRACT 2B	FUTURE DEVELOPMENT / **SSE	1,022,548	23.4745
TRACT A	LANDSCAPE / OPEN SPACE / RETENTION / **PUE / **DRAINAGE ESMT	331,349	7.6067
TRACT EE	LANDSCAPE / OPEN SPACE / **PUE	4,572	0.1050
TRACT FF	LANDSCAPE / OPEN SPACE / **PUE	4,459	0.1024
TRACT HH	LANDSCAPE / OPEN SPACE / **PUE	2,056	0.0472
TRACT JJ	LANDSCAPE / OPEN SPACE / **PUE	2,130	0.0489
TRACT K	LANDSCAPE / OPEN SPACE / **PUE	2,056	0.0472
TRACT KK	LANDSCAPE / OPEN SPACE / **PUE	2,323	0.0533
TRACT L	LANDSCAPE / OPEN SPACE / **PUE	2,246	0.0516
TRACT M	LANDSCAPE / OPEN SPACE / **PUE	3,315	0.0761
TRACT N	LANDSCAPE / OPEN SPACE / **PUE	2,246	0.0516
TRACT O	LANDSCAPE / OPEN SPACE / **PUE	2,056	0.0472
TRACT PP	LANDSCAPE / OPEN SPACE / **PUE	1,846	0.0424
TRACT ZZ	LANDSCAPE / OPEN SPACE / **PUE	45,322	1.0405

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

NORTH

SCALE: 40 0 40 80 FEET

EPS GROUP
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Project: FULTON HOMES AT PRASADA - PHASE 1A
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
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Drawn by: LFT
Reviewed by: RAJ

57490
ROBERT A. JOHNSTON
REGISTERED LAND SURVEYOR

Job No.
19-0751

TABLES

Sheet No.
10
of 10

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FULTON HOMES PRASADA PHASE 1A

Surprise, Arizona

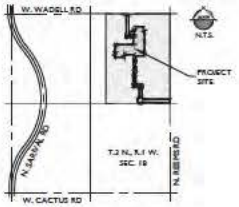
A PORTION OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

LANDSCAPE CONSTRUCTION DOCUMENTS

SUBMITTED: March 30, 2021
RESUBMITTED: September 03, 2021; October 28, 2021
December 10, 2021; January 11, 2022
April 15, 2022

19-0751

VICINITY MAP



PROJECT TEAM

DEVELOPER:
FULTON HOMES
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nnicholls@fultonhomes.com

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aliza.sabin@epsgroupinc.com

CIVIL ENGINEER:
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1130 N. Alma School Rd, Suite 120
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gaylon@coatesirrigation.com

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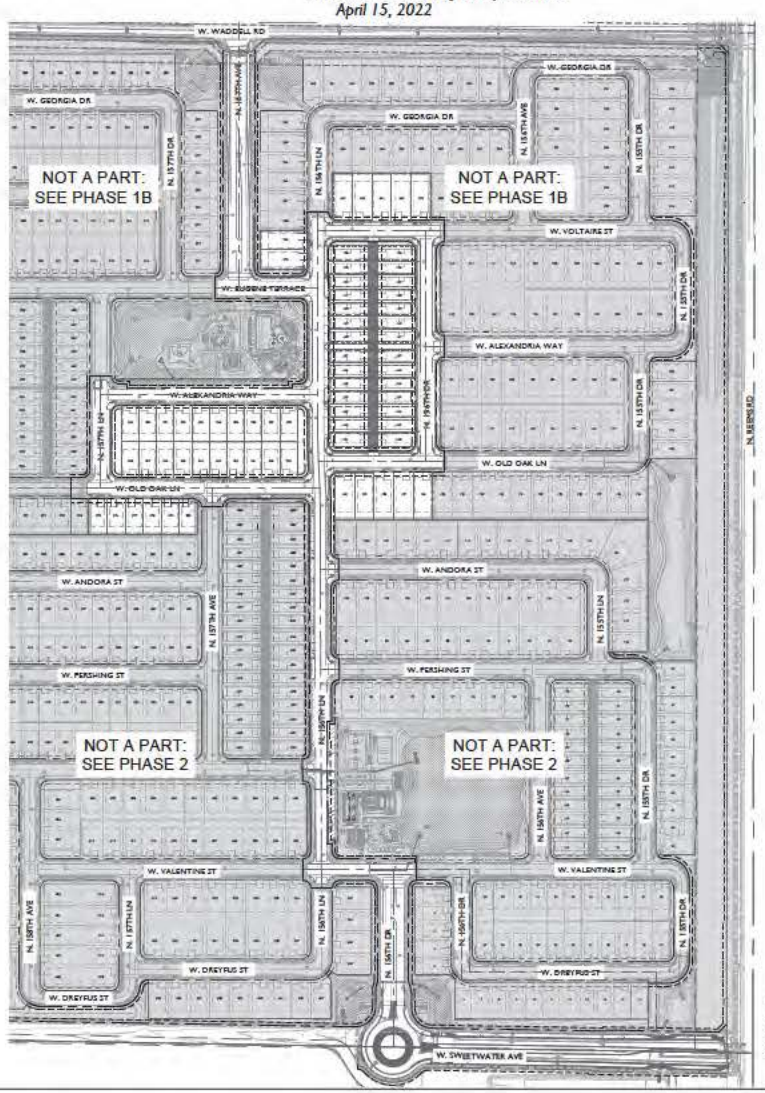
mikew@willisengineeringinc.com

ELECTRICAL ENGINEER:
WRIGHT ENGINEERING CORP.
165 E. Chilton Drive
Chandler, Arizona 85225
(480) 503-2250
Contact: Adam Bowers, PE
abowers@wrightengineering.us



SHEET INDEX

SHEET	SHEET TITLE	SHEET NO.
L-CS	Cover Sheet	1
L-0.01 - L-0.02	General Notes & Legends	2 - 3
L-0.03	Landscape Specifications	4
L-1.01	Sheet Layout Key	5
L-2.00	Wall Master Plan	6
L-2.01 - L-2.03	Hardscape Plan	7 - 9
L-3.01 - L-3.02	Material Details	10 - 11
L-4.01 - L-4.07	Planting Plans	12 - 18
L-5.01	Planting Details	19
L-6.00	Master Irrigation Plan	20
L-7.01 - L-7.07	Irrigation Plan	21 - 27
L-8.01 - L-8.02	Irrigation Details	28 - 29
L-8.03	Booster Pump Sheet	30
L-9.01	Irrigation Specification	31

WATER RESOURCE MANAGEMENT
IRRIGATION WATER DEMAND CALCULATIONS (PHASE 1A)

TURF: 0 AC (0%)
PEAK SEASON DEMAND:
0 GPD (GALLONS PER DAY)

DECOMPOSED GRANITE AREAS (TREES & SHRUBS): 3.81 AC (100%)
PEAK SEASON DEMAND:
6,163 GPD (GALLONS PER DAY)

ANNUAL TOTAL IRRIGATION WATER DEMAND (TURF, TREES, SHRUBS)
PEAK SEASON DEMAND:
1,241,492 TOTAL GALLONS

APPROVALS:

APPROVED BY LETTER: DATED 01/06/2022
MARICOPA WATER DISTRICT

Administrative Approval	
Community Development Director	Date:
City Engineer	Date:

EPS GROUP
1130 N Alma School Rd, Ste 120
Mesa, AZ 85201
T 480.503.2250 | F 480.503.2258
W W W . E P S G R O U P I N C . C O M

Project: Fulton Homes Prasada Phase 1A, Surprise, Arizona

Cover Sheet

Revisions:

Designer: AES
Drawn by: KZ

ASHLEY ELIZABETH SABIN — 43066 — REGISTERED LANDSCAPE ARCHITECT — CERTIFICATE NO. — ARIZONA U.S.A.

Job No. 19-0751

CONSTRUCTION DOCUMENTATION

Sheet No. L-CS 1 of 31

SITEWORK GENERAL NOTES: LAYOUT AND GRADING

1. The Contractor shall be responsible for coordinating all concurrent work by other trades. Sleeves have been provided at key locations under roadway and drive aprons from previous work. Most sleeves can be found by locating rebar or an "S" stamped into concrete curb at each location. See Irrigation Plans for more information.
2. Verify all conditions at job site and notify Landscape Architect of dimensional errors, omissions or discrepancies before beginning any work. Verify existing elevations.
3. Contractor to obtain necessary permits prior to construction.
4. All work shall conform to the appropriate agencies. Contractor shall verify location of all existing underground utilities, lines and structures prior to excavation or trenching. Damage shall be repaired by the Contractor at no cost to the Owner. The Landscape Architect does not assume any responsibility for the utilities or structures not shown on the drawings. Contractor to verify the exact location of utilities prior to construction (Call Before You Dig 602-263-1100). Contractor shall use extreme caution when working over or near the existing gas main, water lines and electrical lines.
5. All layout dimensions are from plan view calculations. Actual field dimensions may vary from plan due to actual lengths along a sloped surface. Horizontal layout and dimensioning are from face of building unless otherwise noted.
6. If there is a conflict with layout in the field, notify Landscape Architect prior to installation.
7. Drawing symbols: A system of diagrammatic symbols and notations are used in these drawings. Review notations carefully, notify Landscape Architect and request clarification on any unclear notation or discrepancy prior to commencing work.
8. Existing and proposed grades are based on field observations. Verify all grade elevations in field prior to construction.
9. All finished grades are to meet and blend smoothly with existing grades at the project limit.
10. Work performed without Landscape Architect's approval and/or in compliance with construction documents is subject to removal at Contractor's expense.
11. The Landscape Architect is not responsible for the construction means, methods, techniques, sequences or for safety precautions or problems utilized in connection with the work, and will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
12. Contractor to verify all quantities. In case of any discrepancies, graphically shown material quantities shall take precedence.
13. Conditions beyond the property line and contract limits are shown for reference only and are not part of this Landscape Construction Documentation set.
14. The Contractor shall take all precautionary measures necessary to protect existing improvements from damage and all such improvements and structures damaged by the Contractor's operations shall be repaired or reconstructed satisfactory to the Landscape Architect at the Contractor's expense.
15. Special consideration has been given to the design and intended relationship between building, sitework, and circulation systems.
16. The Contractor shall provide positive drainage flow away from all buildings toward drain inlets, retention basins, planting/lawn areas or the street.
17. The drawings represent the finished work. All bracing, temporary supports, shoring, etc. is the sole responsibility of the Contractor. Observation visits to the job site by the Landscape Architect do not include inspection of construction methods and safety conditions at the job site. These visits shall not be construed as continuous and detailed inspections.
18. Dimensions marked 'verify' are to be field measured. Any discrepancy from the noted dimension is to be brought to the attention of the Landscape Architect prior to further work.

LANDSCAPE PLANTING NOTES:

1. Verify all conditions at the job site and notify the Landscape Architect immediately of any dimensional errors, omissions or discrepancies prior to any construction taking place.
2. Provide matching sizes and forms for each tree to be installed.
3. Plant material to be healthy specimens, free from disease or damage.
4. Contractor to verify all quantities. In case of any discrepancies, graphically shown plant and irrigation quantities shall take precedence.
5. Stake all tree locations based upon these plans. Obtain Landscape Architect's approval of staked locations prior to planting.
6. All materials shall conform to the guidelines established by the current American Standards for Nursery Stock, published by the American Association of Nurserymen.
7. All plants shall be boxed, balled and wrapped or container grown. All root wrapping material made of synthetics or plastics shall be entirely removed at time of planting.
8. All plant material shall be selected at nurseries that carry specified plants. There shall not be any substitutions of plant material from other non specified plants or nurseries. Plant material is subject to review and approval by Landscape Architect before installation.
9. Notify Landscape Architect 48 hours prior to delivery of plant material to coordinate acceptance and approval.
10. All plants shall be set plumb unless otherwise noted.
11. All plant species shall conform to the Landscape Construction Documents. There will be no plant substitutions, type, or quantity deviations from the approved landscape plans without prior approval from the Landscape Architect & City of Surprise.
    All rip-rap installed in drainage areas to be installed in such a manner that eliminates the possibility of voids that allow wasps to build nests.
12. Walls information in this landscape plan programs wall layout and aesthetic details that include (but are not limited to) material, color, texture, and heights. These landscape plans act as part of the wall permitting submittal which must also include structural plans, details, diagrams and calculations prepared and sealed by a registered structural engineer licensed in the State of Arizona
13. Sight distance easements shall be kept clear of landscaping or other visibility obstructions with a height greater than 2' - 6". Trees within these easements shall have a canopy trimmed and maintained to a height of 7' - 0" upon installation.
14. Submit as-built irrigation drawings to owner's representative to reflect changes from original drawings and specifications.
15. Submit an operation & maintenance manual to the owner's representative at project completion to include: catalog & parts sheets on all material & equipment installed, installation instructions, suppliers names and contact information complete operating maintenance on all major equipment.
16. Maintain a minimum of 5'-0" clearance around fire hydrants.
17. All trees, shrubs and cactus having significant spines or thorns shall be placed at least ten feet from all public sidewalks, private pathways and gathering spaces as to not harm pedestrians.
18. Any rip-rap installed in drainage areas to be installed in such a manner that eliminates the possibility of voids that allow wasps to build nests.
19. All irrigation pipe shall be purple.

MAINTENANCE NOTE:

1. All landscape areas and materials shall be maintained in a healthy, neat, clean, and weed-free condition. This shall be the responsibility of the Homeowners Association.

CITY OF SURPRISE NOTES:

1. All construction must conform to Maricopa Association of Government (MAG) specification and details and latest revisions unless otherwise stated on plans.
2. The engineer will not be responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions or programs utilized in connection with the work, and they will not be responsible for the contractor's failure to carry out the work in accordance with the contract documents.
3. The contractor shall be responsible for identifying all overhead and underground utility locations where construction occurs. Special care shall be taken to ensure that all utilities avoided. Utility locations shown on the plans are approximate and not for construction purposes. Any damage to existing utilities shall be repaired and or replaced at the contractor's expense. The contractor shall comply with all current Arizona underground facilities laws (Arizona Revised Statutes Title 40, Chapter 2, Article 6.3, Section 40-360.21-32) Call Arizona 811 for field location by dialing 811.
4. The City of Surprise engineering services of Public Works shall be notified forty-eight (48) hours prior to commencement of any construction work at (623) -222-6150.
5. The engineer and applicable agency must approve, prior to construction, any alteration or variance from these plans. Any variation from these plans shall be proposed and resubmitted for review and approval.
6. The contractor shall protect and maintain all existing utilities on the site. any damage to existing utilities, whether shown or not on the drawing, shall be repaired/replaced at the contractor's expense. Existing surface features and fencing shall be replaced in kind.
7. Any inspection by the city, county, or the engineer, shall not in any way relieve the contractor from any obligation to perform the work in strict compliance with the applicable codes and agency requirements.
8. The contractor is to locate all existing landscaping, landscaping irrigation lines, property monuments, fencing or surface features prior to construction. Anything disturbed during construction shall be replaced in kind at the contractor's expense.
9. Nothing contained in the contract documents shall create, nor shall be constructed to create, any contractual relationship between the engineer and the contractor or any subcontractor.
10. All construction water used within the City of Surprise Water Service Area requires approval by the City of Surprise Public Works Department and may be subject to volume and time restrictions. Please see the City of Surprise Construction Water Guidelines for additional information. The guidelines can be obtained from the Public Works Department at (623)-222-6000.
11. Traffic control shall be maintained in accordance with MAG specification 401. The manual on uniform traffic control devices, and the "temporary work zone traffic management policy" (latest edition).
12. Prior to final approval and acceptance of the work, the developer/contractor will be required to clean and repair adjacent (off-project) roadways used or damaged during the course of construction.
13. Emergency vehicle access (E.V.A.) must be provided by the developer/contractor at all times. Signage shall be posted at the point of entry to the site and at all locations where a change in direction occurs.
14. The plans shall comply with the Americans with Disabilities Act's Accessibility Guidelines, as published in the federal register on September 15, 2010.
15. Root barrier per City of Surprise EDS 8-14 is required for any tree located within three (3) feet of any sidewalk, curb, pavement or wall.
16. Fire access vertical clearance of 15 feet from finished grade to the lowest point of the tree canopy shall be maintained from curb to curb.
17. Sight distance requirements on Arterials and Collectors will adhere to Surprise Details 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise Details 4-01 and 4-02. Trees, shrubs, and other landscaping are permitted within the sight visibility triangle provided limbs, leaves, needles or other foliage are kept below 30 inches or above 84 inches, per Surprise EDS Detail 4-01.
18. The Landscape and Irrigation design will comply with City of Surprise EDS per Chapter 8.

SITE ABBREVIATIONS:

ARCH	ARCHITECT
BC	BOTTOM OF CURB
BW	BOTTOM OF WALL
CL	CENTER LINE
CIP	CAST IN PLACE
CONC	CONCRETE
DIA	DIAMETER
DWG	DRAWING
EA	EACH
ESP	ESPALIER
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE
GAL	GALLON
HC	HANDICAP
HP	HIGH POINT
IRRIG	IRRIGATION
LF	LINEAR FOOT
LP	LOW POINT
MAX	MAXIMUM
MIN	MINIMUM
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OAE	OR APPROVED EQUAL
OC	ON CENTER
OS	OFF-SITE
PL	PROPERTY LINE
QTY	QUANTITY
R	RADIUS
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
SDL	SIGHT DISTANCE LINE
SF	SQUARE FEET
SPE	SIDEWALK AND
STD	STANDARD
SVT	SIGHT VISIBILITY TRIANGLE
TC	TOP OF CURB
TW	TOP OF WALL
TYP	TYPICAL
W/	WITH
W/O	WITHOUT
'	FOOT (FEET)
"	INCH (INCHES)

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Project:
Fulton Homes Prasada
Phase 1A
Surprise, Arizona

General Notes & Legends

Revisions:
1ST CO SUBMITTAL - 2/1/2021
2ND CO SUBMITTAL - 09/01/2021
3RD CO SUBMITTAL - 10/28/2021
4TH CO SUBMITTAL - 12/10/2021
5TH CO SUBMITTAL - 04/15/2022

Call at least two full working days before you begin excavation.
ARIZONA811
Blue Stake, Inc. 1-340 STAKE (7853) or 602-263-1100 In Maricopa County (602)263-1100

Designer: AES
Drawn by: KZ

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALDA E. SABIN
ARIZONA U.S.A.

Job No.
19-0751

CONSTRUCTION DOCUMENTATION

Sheet No.
L-0.01
2 of 31

FS21-414

19-0751

WALL LEGEND

SYMBOL	ITEM	QTY
■	PRIMARY COLUMN	12 EA
◘	SECONDARY COLUMN	41 EA
⊠	GARDEN WALL COLUMN	13 EA
⊞	RAIL FENCE WALL COLUMN	3 EA
▬▬▬	PRIMARY THEME WALL	3,071 LF
▬ ▬ ▬	SECONDARY THEME WALL	3,522 LF
▬ ▪ ▬ ▪	TERTIARY WALL	146 LF
▬ ▪ ▪ ▬	BUILDER WALL	828 LF
▬▬▬▬	GARDEN WALL	198 LF
▬▬▬▬	RAIL FENCE	904 LF
~~	POOL FENCE	420 LF
▬ ▬ ▬ ▬	RAIL FENCE WALL	341 LF

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A	COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR B	COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
COLOR C	SONORA CAP, COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR D (STEEL)	POWDER COATED, COLOR: RAL 1019 GREY BEIGE OAE
COLOR E	CONCRETE BASE, COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
CONCRETE CAP	COLOR: NUDE BROWN BY MESA PRECAST OAE
STONE VENEER	MINNESOTA FIELDSTONE, COLOR CHABLIS BY CORONADO STONE OAE

GENERAL NOTES:
1. SUBMIT SAMPLES TO LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR APPROVAL

MATERIALS LEGEND

SYMBOL	ITEM	SIZE	QTY
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.	90,357 SF
	Decorative Pavers Catalina	6cm Thick, Color: Sierra Blend by Belgard, Running bond as boarder	516 SF
	Vehicular Alley Paver	8 cm Thick	10,022 SF
	Vehicular Roundabout Paver Cobblestytems	Pattern: Fan Color: Charcoal, Joint: Traditional Grout by Creative Paving Solution	4,925 SF
	Rip Rap "Apache Brown" OAE	3" - 6"	SEE CIVIL
	Landscape Mow Strip (Extruded)	6" x 6"	336 LF

SITE DETAIL KEYNOTES

		PAGE #/DETAIL #
1.0	**PAVEMENTS**	
1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	CONCRETE HEADER (EXTRUDED)	L-3.01/2
1.3	DECORATIVE MEDIAN CONCRETE PAVER	L-3.01/3
1.4	VEHICULAR ALLEY PAVER	L-3.01/4
1.5	VEHICULAR ROUNDABOUT PAVER	L-3.01/5
2.0	**WALLS / EMBANKMENTS**	
2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	BUILDER WALL	L-3.02/5
2.6	TYPICAL COLUMN SETBACK	L-2.00

PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box	22
			36" Box	5
	Olea europaea 'Swan Hill'	Swan Hill Olive	24" Box	1
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box	9
	Phoenix dactylifera	Date Palm	20' Matched	15
	Pistacia X 'Red Push'	Red Push Pistache	24" Box	31
			36" Box	20
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box	6
	Quercus virginiana	Live Oak	24" Box	32
			36" Box	1
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box	160
			36" Box	6

SHRUBS/ACCENTS	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
	Agave americana	Century Plant	5 Gal	13
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal	132
	Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal	57
	Calliandra eriocephla	Pink Fairy Duster	5 Gal	45
	Callistemon viminalis 'Little John'	Little John	5 Gal	483
	Dasylirion wheeleri	Desert Spoon	5 Gal	89
	Encelia farinosa	Brittlebush	5 Gal	39
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal	70
	Eremophila hygrocharis 'Blue Bells'	Blue Bells	5 Gal	112
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal	9
	Gossypium harknessii	San Marcos Hibiscus	5 Gal	155
	Hesperaloe funifera	Giant Hesperaloe	5 Gal	120
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal	278
	Justicia spicigera	Mexican Honeysuckle	5 Gal	84
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal	78
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal	222
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal	85
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhlr	5 Gal	207
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhlr	5 Gal	268
	Muhlenbergia rigens	Deer Grass	5 Gal	74
	Muhlenbergia rigida 'Nashville'	Purple Muhlr	5 Gal	69
	Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal	18
	Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal	20
	Ruellia brittoniana	Purple Ruellia	5 Gal	112
	Russelia equisetiformis	Coral Fountain	5 Gal	94
	Ruellia centrosiaris	Desert Ruellia	5 Gal	132
	Senna artemisioides	Feathery Cassia	5 Gal	34
	Senna remotiuscula	Desert Cassia	5 Gal	28
	Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal	21
	Tecoma stans 'Gold Star'	Yellow Bells	5 Gal	9
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal	69

GROUNDCOVERS	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
	Convolvulus cneorum	Bush Morning Glory	1 Gal	403
	Dalea capitata'Sierra Gold'	Sierra Gold Dalea	1 Gal	20
	Dalea greggii	Trailing Indigo Bush	5 Gal	39
	Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal	178
	Lantana montevidensis	Trailing Purple Lantana	1 Gal	223
	Lantana x 'New Gold'	New Gold Lantana	1 Gal	574
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal	521
	Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal	13
	Sphagneticola trilobata	Yellow Dot	1 Gal	72

TURF & INERT MATERIALS			QTY
	Cynodon dactylon 'Midiron'	Midiron II Sod	58,380 SF
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.	See Material Legend

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Project:
Fulton Homes Prasada
Phase 1A
Sayrita, Arizona

General Notes & Legends

Revisions:
1ST CD SUBMITTAL - 7/31/2020
2ND CD SUBMITTAL - 10/28/2020
3RD CD SUBMITTAL - 12/2/2020
4TH CD SUBMITTAL - 04/15/2021

Call at least two full working days before you begin excavation

Drawn: AES
Drawn by: KZ

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE
ASSOC.
ELIN C.
SABIN
ARIZONA U.S.A.

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-0.02
3 of 31

19-0751

SECTION 32 93 00 - LANDSCAPE

PART 1 - GENERAL

1.01 Work Included

1. Landscape Fine Grading
2. Soil Preparation
3. Tree Supports and Headers
4. Planting
5. Watering
6. Maintenance

1.02 Definitions
Plants - all shrubs and cacti other than trees, and turf.
Plant material - all trees, shrubs, succulents, cacti, ground cover, and other plants.

1.03 Related Work
Contractor: minimum 5 years experience in supply and installation of landscape materials.

1.04 Source Quality Control
Provide certificates of inspection for all materials as required by this specification and/or prevailing law or regulation.

Developer's Representative shall review plant material prior to planting. Any material deemed unacceptable shall be removed from the site and not planted.

Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, undamaged, vigorous stock grown under climactic conditions similar to conditions at project site and free of disease, insects, eggs, larvae and defects such as sun-scald, knots, injuries, abrasions or disfigurements. Provide trees and shrubs of the sizes indicated. Trees and shrubs of sizes larger than those indicated may be used provided roots, root ball, staking and planting pits are increased proportionately.

1.05 Reference Standards
- Arizona Nursery Association plant standards for nursery stock
- ANSI 60.1 - American Standards for Nursery Stock, International Society of Arboriculture
- American Joint Committee on Horticultural Nomenclature

1.06 Samples
Submit samples to developer's representative a minimum of 2 weeks prior to start of work for the following material:
1. Topsoil for backfill mix
2. Mulches
3. Tree supports
4. Inert Groundcovers (1 gallon)
5. Boulders
6. Steel Edging - 6" sample length

The Developer's Representative reserves the right to take and analyze samples of materials for conformity to specification at any time. Furnish samples upon request by Developer's Representative.

1.07 Products
Submit to Developer's Representative a minimum of 2 weeks prior to start of work manufacturer's comprehensive product description, including specifications and installation instructions.

1.08 Certificates and Test Reports
Provide and pay for all materials testing. Testing agency shall be acceptable to the Developer's Representative.

Submit to Developer's Representative a minimum of 2 weeks prior to start of work 2 copies of certificates of inspection as required by these specifications, jurisdictional authorities, and vendor's certified analysis for soil amendments, fertilizer materials, and chemicals. Submit other data substantiation that materials comply with specified requirements. Certificates are required to determine the quality and quantity of all specified soil amendments.

Materials certification to be submitted include, but are not limited to:
- Topsoil source and nutrient analysis
- Mulch
- Fertilizers/soil amendments/chemicals

Test representative material samples proposed for use. Provide the following data:
- Topsoil and planting backfill
- Soil PH
- Particle size, percentage soil texture
- Percentage organic material
- Nutrient level analysis
- All macro, secondary and micronutrients
- Salinity
- Percolation rate

Recommendations on type and quantity of amendments required to bring levels into acceptable ranges as detailed in part 2 - products of materials of these specifications.

Separate recommendations to be submitted for each crop. Crop to be identified as:
- irrigated trees, shrubs, and groundcovers
- turf or lawn

1.09 Maintenance Data
Submit to Developer's Representative 2 copies of written instructions, prior to expiration of the initial maintenance period, recommending procedures to be followed by the developer for the maintenance of landscape work for one full year.

1.10 Product Delivery, Storage and Handling
Deliver packaged materials in containers showing weight, analysis and identification of manufacturer. Protect materials from environmental conditions and deterioration at all times.

Provide protective covers to plant life and trees during delivery. Do not prune trees prior to delivery. Do not bend trees or shrubs in such a manner as to cause damage or destroy shape.

Deliver materials after preparations for planting have been completed. If planting is delayed for more than 8 hours after delivery, set plant material in shade, protect from weather and mechanical damage and keep roots moist.

Do not remove container grown stock from containers until planting time.

1.11 Site Conditions
Determine location of underground utilities. Use professional services to determine locations. Execute work as required to prevent damage.

Maintain grade stakes set by others until directed otherwise.

Protect of all existing plants to remain:
1. Do not store materials or equipment, permitted burning, or operate or park equipment under the branch of any existing plant or plant material to remain except as actually required for construction in those areas
2. Provide barricades, fences or other barriers as necessary at the drip line to protect existing plants to remain from damage during construction
3. Notify Developer's Representative in any case where contractor feels grading or other construction called for by contract documents may damage existing plants to remain
4. If existing plants to remain are damaged during construction, contractor shall replace such plants of the same species and size as those damaged at no cost to Developer. Determination of extent of damage and value of damaged plant shall rest solely with Developer's Representative

1.12 Warranty
Submit warranty to Developer's Representative.

Trees, Saguaros, Yuccas, and Ocotillos
Warrant that trees, saguaros, yuccas and ocotillos will be alive and in good health for a period of one (1) year after acceptance except for defects resulting from neglect by developer or abuse by others.

Developer must follow contractor's maintenance schedule and provide current maintenance log to Developer's Representative.

Remove and replace dead, unhealthy or girdled trees, yuccas and ocotillos that lose original form and size during warranty period with material equal to that specified. Replace any material which does not meet requirements within thirty days of notification. All replacement material shall be subject to an additional one year maintenance period.

Shrubs and Other Plantings
Guarantee all other planting will be alive and in satisfactory condition for a period of 90 days from date of acceptance or will be replaced at no additional cost to the Developer.

All plant material shall be maintained in a healthy, sturdy condition during the warranty period by the contractor. Turf shall be mowed and trimmed weekly after root establishment.

All replacement plants, including shrubs, cacti, groundcovers, vines and perennials shall be subject to an additional 90 day maintenance period.

PART 2 - PRODUCTS

2.01 Fill Materials
Provide dry, loose material for fill, backfill, planting backfill and topsoil for planter beds. Frozen or muddy soils are not acceptable. Salts are not to exceed 1500 ppm, and soils shall be free of debris, noxious weeds, ingredients or objects detrimental to healthy plant growth.

Topsoil - screened, fertile, friable, from well drained arable land, free of noxious weeds, refuse, roots, heavy clay or any material toxic to plant growth; contents shall be as follows:
- Silt: 20-45%
- Slay: 15-20%
- Sand: 30-60%
- Ph: 7.0-8.3
- Soluble Salts: 1,500 ppm
- Organic material (natural or otherwise): 2% minimum
- Nutrients: enough to bring levels of acceptable plant growth.

Percolation rate shall be between 3 to 4 inches per hour. Existing topsoil may be used provided it meets these requirements. Imported topsoil must be proven to meet these requirements.

2.02 Commercial Grade Fertilizers
Agri-Sul dispersal - use only for sulfur agriculture grade gypsum, osmacote, 'sierra-blen', apply at mfg. recommended rate for each planting type.

2.03 Soil Amendments
Wood shavings: nitrogen stabilized fir or pine shavings containing 0.75% total nitrogen and 0.1 to 0.15% total iron, and under 60 ppm total manganese; composted, leached and aged for a minimum of 10 to 12 months; ph factor, 4.0 to 4.5. No soil amendments are required for salvaged plant material and cacti unless otherwise specified.

2.04 Tree Supports
Tree stakes: copper napthenate impregnated lodge pole 12 feet in length for trees 15 gallon to 36" box. 2 lodge poles per tree, 3 poles for multi-trunk trees. Tree stakes are not required for salvaged plant material or 48" box trees or larger, unless determined otherwise by Landscape Architect due to high wind conditions. Tree ties: provide a minimum of two per tree, 18" tree strap by star nursery (www.Starnursery.Com) or approved equal, beige, with grommets. No. 10 gauge pliable zinc coated iron wire to be threaded through grommets and connected to tree stakes. Wire will not make contact with tree.

2.05 Pesticides and Herbicides
Pre-emergent herbicide shall be Surflan as manufactured by Dow/Elanco chemical company or equal.

Pesticies shall be ortho "Lindane Borer and Leaf Miner Spray" by Ortho, Consumer Products Division, Chevron Chemical Company, San Francisco, CA 94119, or "Borer Killer", by Greenlight Company, San Antonio, TX 78217. Contact herbicide shall be submitted by contractor to Developer's Representative.

Types of herbicides to be used and the methods of application will conform to Environmental Protection Agency, state and location requirements and labeling instructions.

2.06 Plant Material
Plant material shall be healthy, shapely and well-rooted. Roots shall show no evidence of having been restricted or deformed at any time. All plants shall have normally developed branching. Plants shall be free from disfiguring knots, sun scald injuries and abrasions of bark. Plants not meeting these requirements shall be considered defective and shall be replaced immediately. All plants shall be true to name and shall be tagged, one of each variety. All plant material shall be grown in nurseries inspected by the State Department of Agriculture.

Specimen plant material shall be selected and tagged at the growers nursery prior to shipment.

Plants shall be measured when branches are in their normal position. Height and spread dimensions specified refer to main body of plant and not branch tip to tip. Caliper measurement shall be taken at a point on the trunk 6" above natural ground line for trees up to 4" in caliper and at a point 12" above the natural ground line for trees over 4" in caliper. If a range of size is given, no plant shall be less than the minimum size and not less than 40% of the plants shall be large as the maximum size specified. The measurements specified are the minimum size acceptable and are the measurements after pruning, where pruning is required. Plants that meet the measurements specified, but do not possess a normal balance between height and spread shall be rejected.

Container stock, when specified, shall have grown in the containers in which delivered for at least 6 months, but not over 2 years. Samples must prove no rootbound conditions exist. No container plants that have cracked or broken balls of earth when taken from container shall be planted except upon special approval by Developer's Representative.

Container stock shall not be pruned before delivery. Field grown plants recently transplanted into containers will not be accepted.

Sod shall be dense with the grass having been mowed at a height of 1" prior to removal from field. All grass shall be grown on fumigated fields. Sod shall not be stacked for more than 234 hours between time of cutting and time of delivery.

2.07 Inert Groundcover
Inert groundcovers, including but not limited to, decomposed granite (DG), crushed rock, and river rock shall have a minimum 2" coverage depth, unless noted otherwise on plans. Inerts shall be the size and color as per plan, and shall be taken from a single quarry. DG shall be from a single source approved by the Developer's Representative. Screened DG shall be uniform, free of clay lumps, calcereous coatings, caliche, organic matter or deleterious substances.

Boulders will be from a single source approved by the Developer's Representative. Surface Select Boulders to be free of broken areas, scars and scrapes. Boulders for seating shall have a flattened top.

2.08 Edging
Edging, including but not limited to, poly or steel product, shall be of the size (gauge and depth) specified on plans and drawings. Samples shall be submitted by contractor for approval.

PART 3 - EXECUTION

3.01 General
Install all material in accordance with the methods, techniques and specifications of each manufacturer and these specifications.

Do not begin planting until completion of the site grading and installation of a fully functional underground irrigation system is in place.

The Contractor will, prior to the start of construction activities on the site, define the limit boundaries of all areas designated as off-limits to the Contractor. Provide protective fencing for existing landscaped plants from construction activities as noted per drawings.

3.02 Backfill, Imported Fill or Artificial Soil and Gravel
Inspect the integrity of all damp-proofing and water proofing membranes which occur over, on or against any construction to be fully or partially concealed by earthwork prior to the placement of any imported soil, backfill, gravel fill or sub-base.

3.03 Topsoil
Import additional topsoil only as required to bring planting areas up to finish grade or per turf or planting bed requirements. Spread and cultivate soil so that no settling takes place at any time.

3.04 Landscape Fine Grading
Allow for the addition of soil amendments, conditioners and any specified top dressing when determining and executing finish grade.

Set finish grade 2-1/2 inches below adjacent paving, curb and headers to allow for decomposed granite, groundcover mulch or turf sod.

Complete all finish grading prior to commencing landscape operations. Surface drainage will be away from the building foundation and walls, and will ensure proper drainage of the site as indicated on the drawings. Grade all planting areas to a smooth, even and uniform plane with no abrupt changes to surface, and the area drains as designed. Grade and maintain all flow lines, designated or not, to allow free flow of surface water. Cultivate entire area to a depth of 6 inches minimum and remove all rock in excess if 1-1/2 inches, all building rubble, building construction material, waste and any other material that may impair satisfactory growth.

Dispose of any unacceptable or excess soil or other materials at a loegal offsite disposal area and pay all dumping fees and charges.

3.05 Inert Groundcovers

Apply inert groundcovers to a 2 inch minimum depth within 1/2 inch of the top of adjacent curb or sidewalk.

Exercise care when placing inert groundcover around plant materials so as not to choke, cover or damage plant. Inert groundcovers will be kept out of the crowns of the plants.

Areas of installation will be completely weed-free before the placement of inert groundcover. Apply pre-emergent according to manufacturer's recommendations before and after groundcover installation. Feather granite to provide a smooth transition to areas not receiving DG. After placing and grading DG, the Contractor will lightly water the granite to remove fine material from the surface.

3.06 Herbicide Application
All areas shall be maintained weed-free at all times during construction. Do not apply pre-emergent herbicides at locations of revegetation seeding. The contractor shall manually remove invasive weeds within these areas.

3.07 Tree Support
Only stake trees which are delivered with nursery stakes. Remove nursery stakes and install lodgepole per specifications. Install tree supports as shown on the drawings within 48 hours of planting. Bracing stakes will be driven vertically into firm ground and outside the rootball. Tree supports shall be installed to prevent rubbing and girdling, yet allow for trunk movement. Tree ties that encircle trunks shall be large enough to allow for normal growth of the trunk during the first year without girdling.

3.08 Plant Placement
Layout plant locations with stakes or flags prior to planting. Coordinate with developer's representative to assure appropriate location.

Place shrubs no closer than 20 inches from foundations, fences, walls and walks or as far as charachter of growth deamds, whichever is greater unless directed otherwise by the Developer's Representative.

Place trees no closer than 6 feet to foundations, fences, walls and walks unless directed otherwide by the Developer's Representative.

All plants which settle deeper than the surrounding grade will be rejected and must be raised to correct level.

Where rock, underground construction or other detrimental conditions are encountered at plant pits, Developer's Representative may selective alternate location.

3.09 Container Stock
Test drainage of plant beds and pits by filling with water. Notify developer's representative of areas where water is retained more than 24 hours and request a hardpan planting detail. Any drainage problem must be rectified prior to planting.

Do not expose roots to air except during transplanting.

Dig pits with perpendicular sides to a minimum of 2 to 3 times the width (see details) of the root ball for containerized trees and shrubs. Dig pits only as deep as the root ball to prevent settling of the tree or shrub.

Unless otherwise specified, place all plants in the center of planting pits, plant upright and face to give the best appearance and relationship to the adjacent plants for structures.

Plants will be set in relation to surrounding grade so they are even with depth at which they were grown in nursery or container.

After removing plant from container, scarify sides of rootball to elimiate root bound condition. Do not plant stock if rootball is cracked or broken.

3.10 Boxed Trees
Branches and rootballs must not be damaged.

Top of rootball will be one ince (1") above adjacent finished grade.

Add soil backfill under the tree if needed to bring rootball to proper height.

Planting pit will be backfilled with clean topsoil as box sides are progressively removed to minimize damage to the rootball and to prevent it from collapsing.

Backfill in bottom of planting pit will be to prevent undue settling.

Water the trees at planting as needed until the permanent automatic irrigation system is installed and operating.

3.11 Backfilling
Backfill plant pits and form a temporary shallow basin around the plant to hold enough water to saturate the root ball and backfill. Water plants immediately after planting and allow backfill to settle in plant pit. Do not water ocotillos after planting. Remove basin prior to installation of inert groundcovers or turf.

Treat all planting areas with a pre-emergent, with the exception of the revegetated seed areas.

3.12 Annuals
At time of transplanting, soil in flats shall be sufficiently moist so as not to fall apart when lifting plants. Plant each plant with its proportionate amount of the flat soil in a manner that will ensure a minimum disturbance to the root structure.

Plant flat material sufficiently deep to cover all roots. Firmly tamp the earth around each plant to force out large air pockets.

3.13 Sod
Soil Preparation
Provide soil with an organic matter content of 25 percent to 30 percent. Incorporate into soil by tilling the soil to a depth of 6 inches thoroughly remove debris, weeds and rocks from soil.

Soil Amendments
Prior to tilling, apply gypsum at a rate of 100 pounds per 1,000 square feet, phosphate at a rate of two pounds per 1,000 square feet and soil sulfur at five pounds per 1,000 square feet.

Sod Installation
install sod along the straightest edge of turf area. Stagger joints in a brick- like pattern. Avoid gaps and overlapping. Place sod diagonally across slopes, so it cannot slide, and so that it provides complete cover with no brown sections or cracks showing. Water sod at least every thirty minutes. After installation, water lightly and roll in two directions with a sod roller.

3.14 Watering
Water all plants immediately after planting to avoid drying out, to the full depth, saturating the root ball of each plant hole repeat watering as often as necessary to keep the ground moist but not soaked, well below the root system of the plants.

3.15 Clean Up
Keep all areas clean and orderly during and after execution of work.

3.16 Pruning
Prune shrubs and trees upon completion of the work, according to standard horticultural practices to preserve the natural character of the species and to repair or replace injured plants at directed. Limit pruning only to remove dead or injured twigs and branches and to compensate for loss of roots as a result of planting operations

3.17 Maintenance Period
Upon substantial completion, as determined by the Developer's Representative, in accordance with the conditions of the contract, the contractor shall be notified in writing that the maintenance period is to begin.

Landscape contractor shall be responsible for maintenance of landscaped areas for a period of 90 days. Maintenance includes watering trees and grasses, monitoring and adjusting the irrigation system as necessary, mowing and trimming lawn areas, pruning
and trimming plant material, weed removal, and cultivating plant beds.

Landscape contractor shall be responsible for maintenance of the sprinkler irrigation system, including monitoring and adjusting the duration and frquency of the watering schedule, adjustment of heads for coverage and elevation, repair of leaks in both main and lateral lines, and all other work required to establish a complete working
sprinkler irrigation system.

Landscape contractor shall be responsible for maintenance of new planting, including watering, cultivating, weeding, mulching, re-staking, tightening and repairing guys, resetting plants to proper grades and position, maintenance of temporary tree wells, and furnishing and supplying all fertilizers, herbicides, and pesticides to maintain a thriving landscape.

Landscape contractor, in order to protect his guarantee, shall give typewritten to developer, a complete maintenance manual in the care, maintenance and fertilization of the landscape. Maintenance manual may inlcude, but is not limited to the following: irrigation, fertilization, weeding, pesticide and herbicide application, pruning, resetting unstable plants, mowing, repairing, adjusting or replacing stake and guying, repair damage caused by weather, wildlife and vandalism or other hazards, perform maintenance operations necessary to assure healthy plant growth.

Landscape contractor shall request, in writing, a final inspection at the completion of the maintenance period. If the developer's representative determines the work is satisfactory, the maintenance period will end on the date of the final inspection. If the maintenance is unsatisfactory, the maintenance period will be extended, at the contractor's expense, until such time as all corrections are made and the work is inspected and approved by the developer's representative. Retention will not be released until final inspection is made and approval issued by the developer's representative.

3.18 Field Quality Control
Notify Developer's Representative of the requirement for inspections at least 48 hours in advance. Inspections are required, but not limited to, the following:
- Inspection and acceptance of plant material prior to shipping.
- At completion of rough grade prior to boulder placement.
- At completion of landscape finish grading and soil preparation, prior to planting.
- At layout of irrigation system, prior to installation of irrigation system.
- A installation of irrigation system, prior to backfilling trenches and planting
- During installation of specimen tree, palm or other specimen plant material.
- After staking locations for plant holes, but prior to planting.
- During the planting process.
- During the placement and aiming of all light fixtures
- At substantial completion of the work.
- During warranty period to observe maintenance procedures.
- At final completion of the work.

19-0751

1130 N Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
W:W W W.E P S G R O U P.N E T

EPS GROUP

Project:
Fulton Homes Prasada
Phase 1A
Surprise, Arizona

Landscape Specifications

Revisions:
1ST CD SUBMITTAL - 2/1/2021
2ND CD SUBMITTAL - 06/01/2021
3RD CD SUBMITTAL - 10/28/2021
4TH CD SUBMITTAL - 12/10/202
5TH CD SUBMITTAL - 04/15/2022

Call at least two full working days before you begin excavation.
ARIZONA811
Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602)263-1100

Designer: AES
Drawn by: KZ

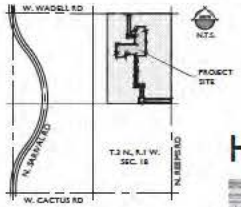
REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45568
ALDA E. SABIN
Expires: 10-31-22
ARIZONA, U.S.A.

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-0.03
4 of 31

FS21-414

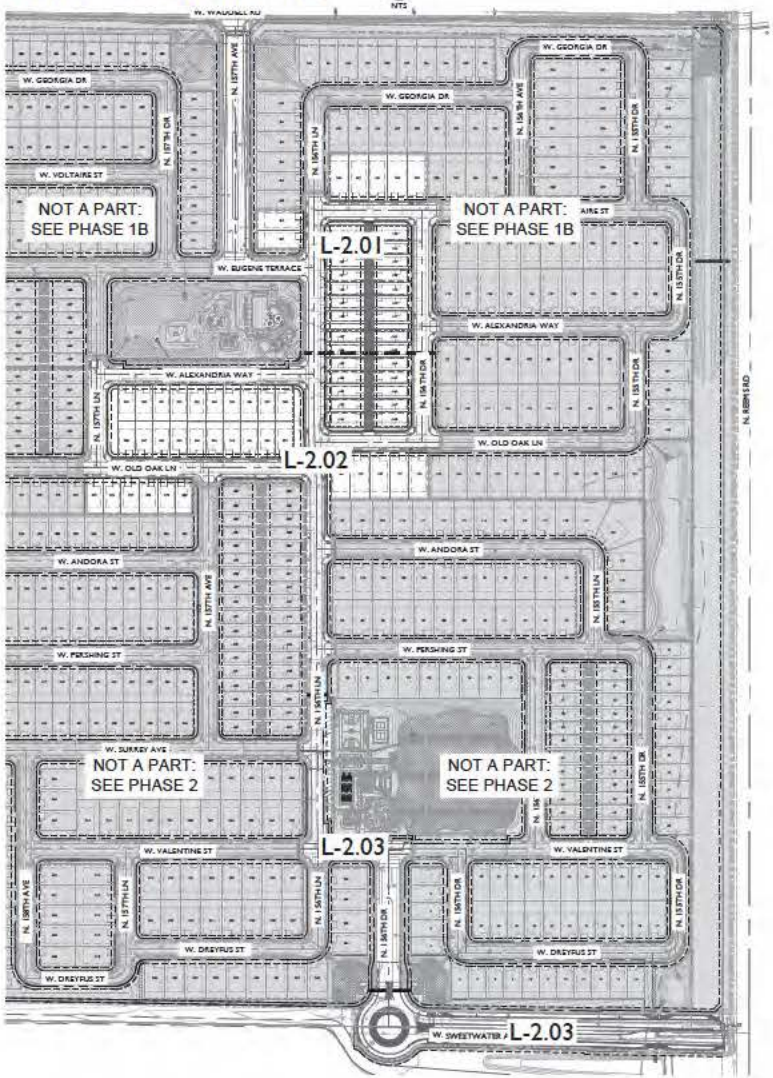
VICINITY MAP



SHEET LAYOUT KEY LEGEND

SHEET TITLE	SHEET NUMBERS
MATERIAL AND WALL PLANS	L-2.01 - L-2.03
PLANTING PLANS	L-4.01 - L-4.07
IRRIGATION PLANS	L-7.01 - L-7.07

HARDSCAPE PLAN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L-2.01
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W. EUGENE TERRACE
W. ALEXANDRIA WAY
W. OLD OAK LN
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W. PERSHING ST
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W. VALENTINE ST
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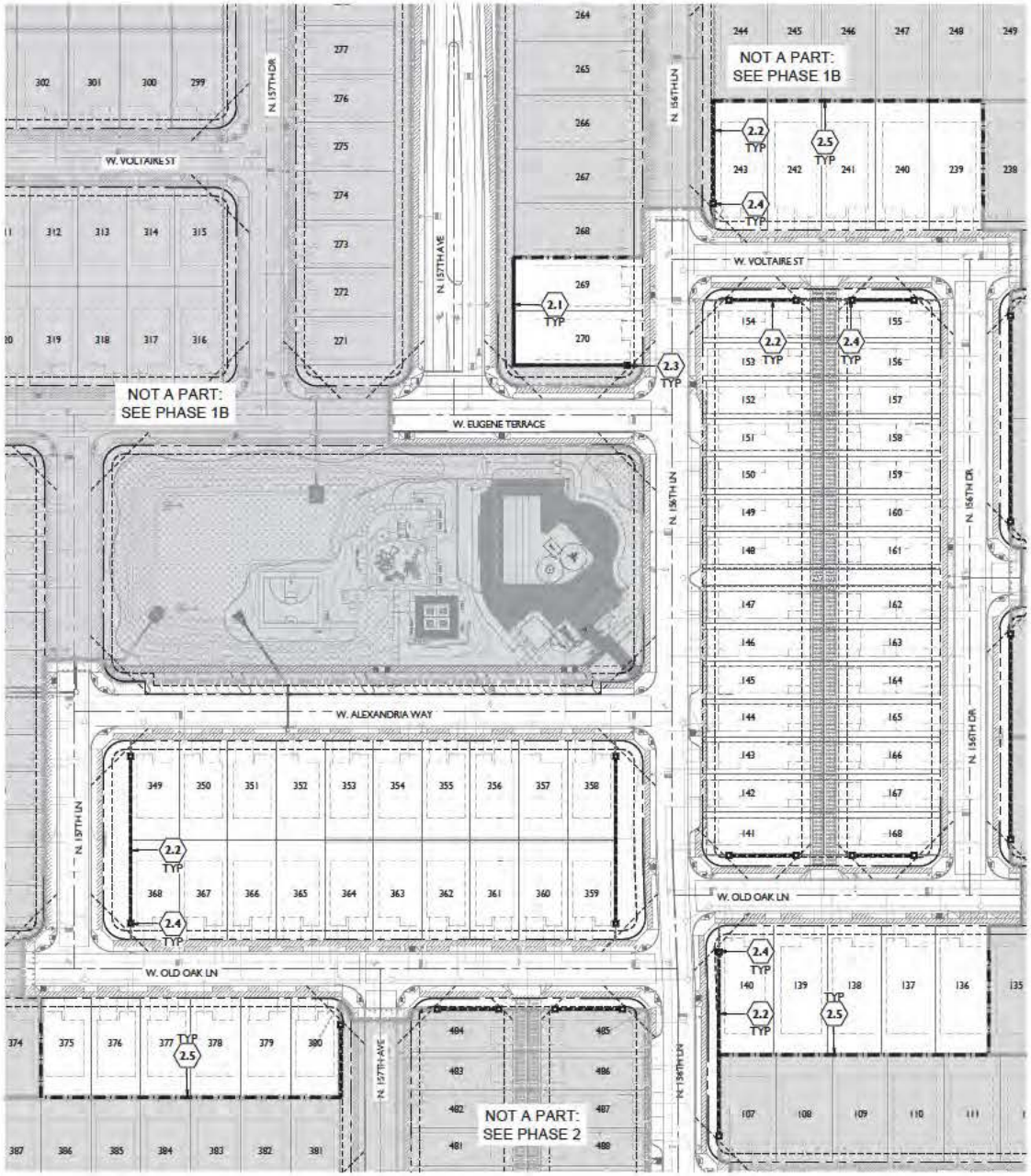


WALL LEGEND

SYMBOL	ITEM
■	PRIMARY COLUMN
□	SECONDARY COLUMN
———	PRIMARY THEME WALL
- - -	SECONDARY THEME WALL
	BUILDER WALL

SITE DETAIL KEYNOTES

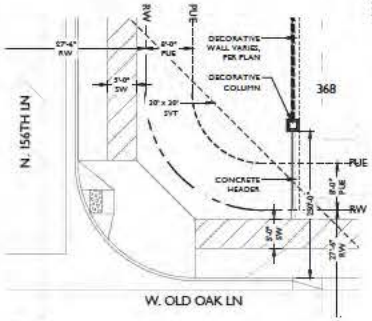
PAGE #/DETAIL #

1.0 PAVEMENTS

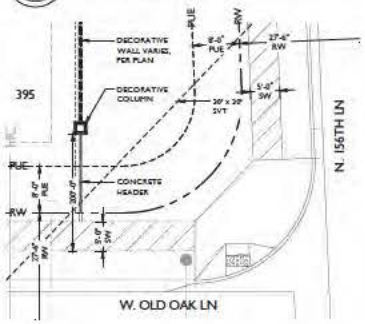
1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	CONCRETE HEADER (EXTRUDED)	L-3.01/2
1.3	DECORATIVE MEDIAN CONCRETE PAVER	L-3.01/3
1.4	VEHICULAR ALLEY PAVER	L-3.01/4
1.5	VEHICULAR ROUNDABOUT PAVER	L-3.01/5

2.0 WALLS / EMBANKMENTS

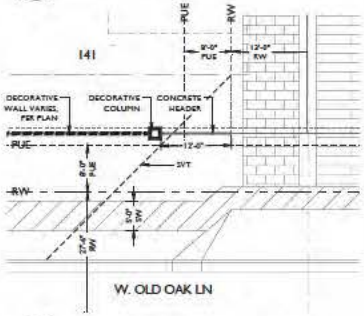
2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	BUILDER WALL	L-3.02/5
2.6	TYPICAL COLUMN SETBACK.	L-2.00



1 TYP COLUMN SETBACK A (CORNER)
Scale: 1" = 10'-0"



2 TYP COLUMN SETBACK B (STRAIGHT)
Scale: 1" = 10'-0"

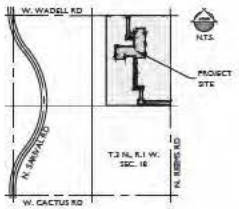


3 TYP COLUMN SETBACK C (ALLEY)
Scale: 1" = 10'-0"

WALL NOTES:

1. THIS PLAN IS FOR A MASTER REFERENCE ONLY. SOME ITEMS MAY NOT BE CLEARLY SHOWN ON THIS PLAN. PLEASE REFER TO ALL DETAIL REFERENCES, WALL NOTES, KEY NOTES, DETAIL SHEETS, PLANTING SHEETS, & FINAL PLAT ENG. PLANS FOR ALL WALL ENLARGED VIEWS, DETAILS & DIMENSIONS.
2. WALLS FOLLOW REBAR AND SIDE LOT PROPERTY LINES UNLESS OTHERWISE SHOWN (SEE ENGINEERING FINAL PLAT FOR DIMENSIONS).
3. A 6"x6" CONCRETE HEADER SHALL BE PLACED BETWEEN THE WALL COLUMN SETBACK & SIDEWALK WHERE PROPERTY LINE OCCUR, SEE TYPICAL COLUMN SETBACK DETAIL.
4. WALL CONTRACTOR IS RESPONSIBLE TO VERIFY ALL SIGHT VISIBILITY LINES AND TO KEEP ALL WALL CONSTRUCTION IN COMPLIANCE WITH THE REQUIRED SITE VISIBILITY ORDINANCE. TYPICAL COLUMN SETBACK NEED TO BE OUT OF THE 30' x 30' SIGHT VISIBILITY TRIANGLE AT ALL CORNERS.
5. WALL CONTRACTOR TO PROVIDE 2" MIN. PVC SLEEVING TO ALL PLANTER AREAS FOR IRRIGATION PIPE (WHERE APPLICABLE, SEE IRRIGATION PLANS).
6. SEE MATERIAL & COLOR SCHEDULE ON SHEET L-0.02 FOR WALL MATERIALS & COLORS.
7. WALL CONTRACTOR SHALL CONFORM TO ALL STATE AND LOCAL CODES & REQUIREMENTS.
8. WALL CONTRACTOR IS RESPONSIBLE FOR GRADING AND FILL MATERIAL REQUIRED TO ACHIEVE THE FINISH GRADE AT THE BASE OF ALL WALLS, AS INDICATED ON THE PLANS.
9. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE THE PUBLIC RIGHTS OF WAY (R/W) & PUBLIC UTILITY EASEMENTS (P.U.E.)
10. ANY WALL THAT REQUIRES A RADIUS SHALL BE BUILT OUT OF 8" x 8" x 8" BLOCK, OR RADIUS BLOCK. CONTRACTOR SHALL ENSURE SMOOTH RADIUS WITH NO EXPOSED EDGES.
11. ALL LOT & PROPERTY LINES (WITHOUT A WALL SYMBOL) THAT REQUIRE A WALL SHALL BE CONSTRUCTED OF BUILDER WALL (OR EQUAL). DETAILS & SPECIFICATIONS OF SUCH WALL SHALL BE PROVIDED BY THE OWNER.

VICINITY MAP



EPS GROUP
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Project:
Fulton Homes Prasada
Phase 1A
Gilbert, Arizona

Master Wall Plan

Revisions:
1ST CITY SUBMITTAL - 7/31/2019
2ND CITY SUBMITTAL - 9/30/2019
3RD CITY SUBMITTAL - 10/28/2019
4TH CITY SUBMITTAL - 12/2/2019
5TH CITY SUBMITTAL - 04/15/2020

Designer: AES
Drawn by: KZ

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 45088
ALEX C. SABIN
ARIZONA U.S.A.

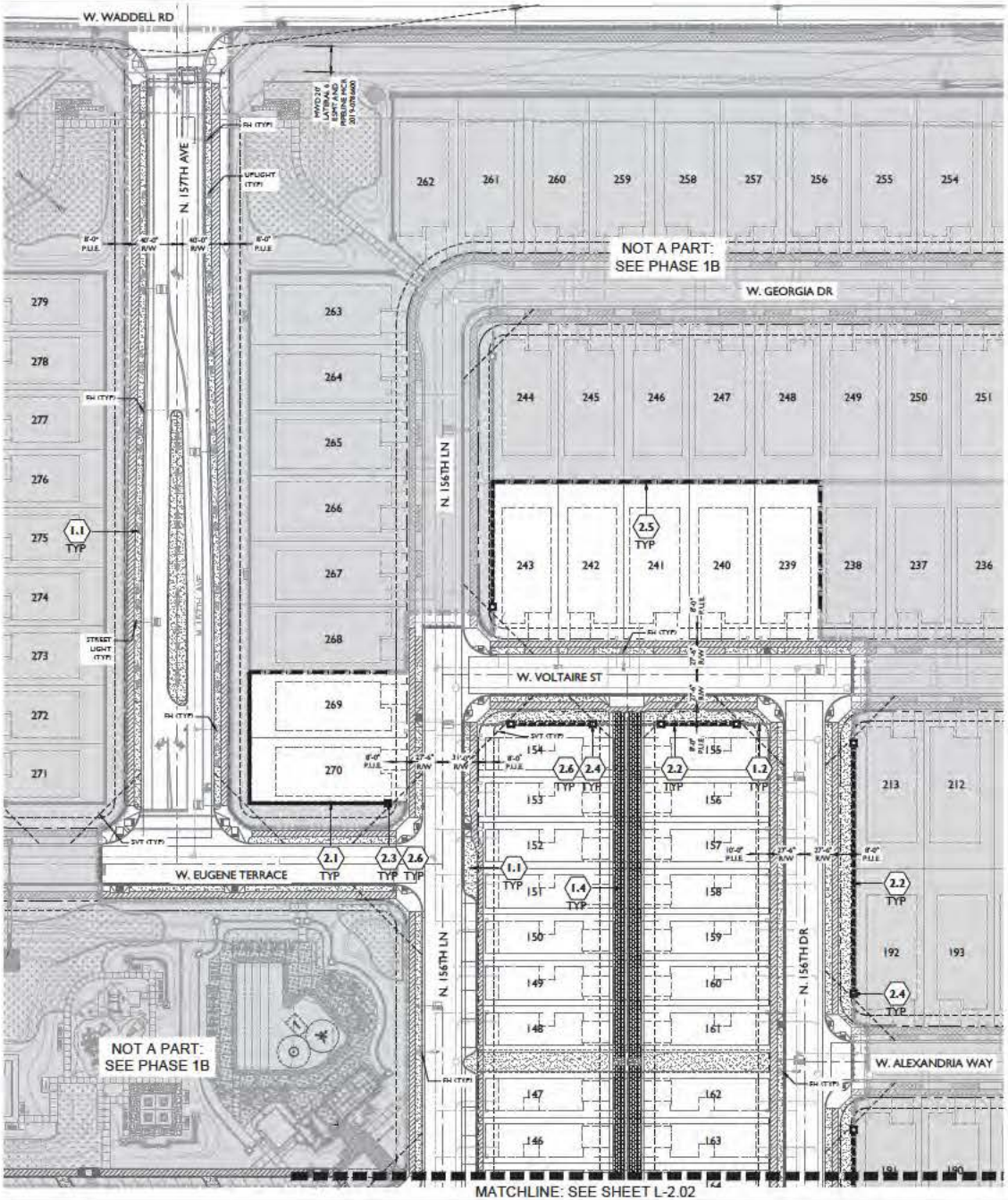
Job No.
19-0751

CONSTRUCTION DOCUMENTATION

Sheet No.
L-2.00
6 of 31

19-0751

19-0751



SITE DETAIL KEYNOTES

		PAGE #/DETAIL #
1.0	PAVEMENTS	
1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	CONCRETE HEADER (EXTRUDED)	L-3.01/2
1.3	DECORATIVE MEDIAN CONCRETE PAVER	L-3.01/3
1.4	VEHICULAR ALLEY PAVER	L-3.01/4
1.5	VEHICULAR ROUNDABOUT PAVER	L-3.01/5
2.0	WALLS / EMBANKMENTS	
2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	BUILDER WALL	L-3.02/5
2.6	TYPICAL COLUMN SETBACK	L-2.00

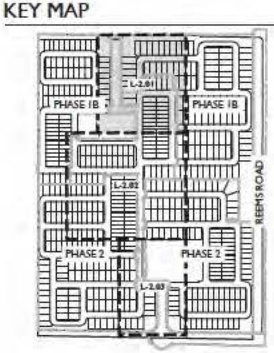
WALL LEGEND

SYMBOL	ITEM
	PRIMARY COLUMN
	SECONDARY COLUMN
	PRIMARY THEME WALL
	SECONDARY THEME WALL
	BUILDER WALL

MATERIALS LEGEND

SYMBOL	ITEM	SIZE
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.
	Decorative Pavers Catalina	6cm Thick, Color: Sierra Blend by Belgard, Running bond as boarder
	Vehicular Alley Paver	8 cm Thick
	Vehicular Roundabout Paver Cobblestytems	Pattern: Fan Color: Charcoal, Joint: Traditional Grout by Creative Paving Solution
	Rip Rap "Apache Brown" OAE	3" - 6"
	Landscape Mow Strip (Extruded)	6" x 6"

KEY MAP



NORTH

0' 20' 40' 80'

SCALE: 1" = 40'-0"

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Project: Fulton Homes Prasada Phase 1A
Sayrita, Arizona

Hardscape Plans

Revisions:

1ST CD SUBMITTAL - 3/21/2021
2ND CD SUBMITTAL - 09/03/2021
3RD CD SUBMITTAL - 10/28/2021
4TH CD SUBMITTAL - 12/10/2021
5TH CD SUBMITTAL - 04/15/2022

Designer: AES
Drawn by: KZ

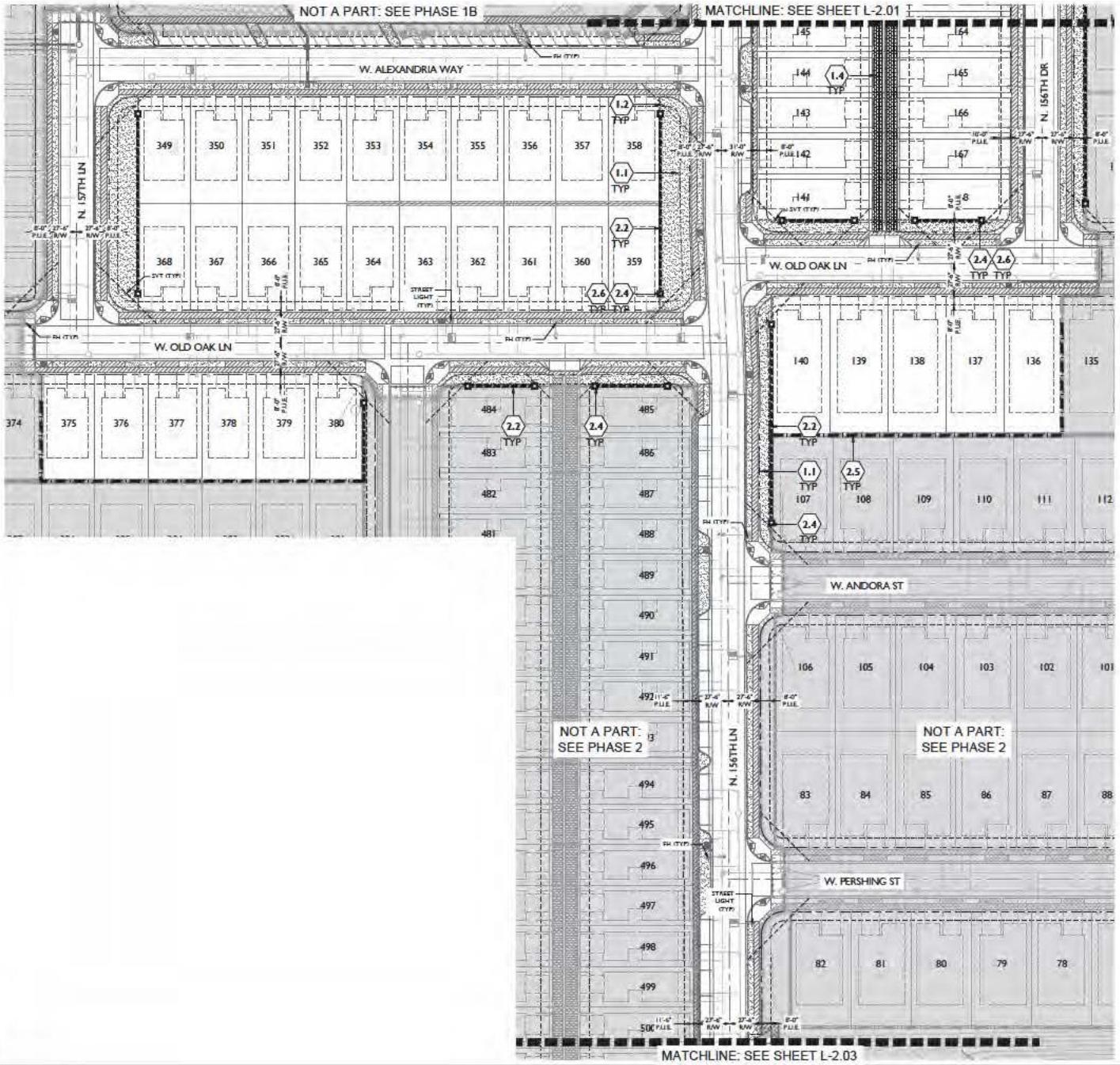
REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 45998
ALEX C. SABIN
ARIZONA, U.S.A.

Job No. 19-0751

CONSTRUCTION DOCUMENTATION

Sheet No. L-2.01

7 of 31



SITE DETAIL KEYNOTES

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2.0	**WALLS / EMBANKMENTS**		
	2.1	PRIMARY THEME WALL	L-3.02/1
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	2.5	BUILDER WALL	L-3.02/5
	2.6	TYPICAL COLUMN SETBACK	L-2.00

WALL LEGEND

SYMBOL	ITEM
	PRIMARY COLUMN
	SECONDARY COLUMN
	PRIMARY THEME WALL
	SECONDARY THEME WALL
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MATERIALS LEGEND

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	Landscape Mow Strip (Extruded)	6" x 6"

KEY MAP

NORTH

0' 20' 40' 80'

SCALE: 1" = 40'-0"

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Fulton Homes Prasada
Phase 1A
Peoria, Arizona

Hardscape Plans

Revisions:

1ST CITY SUBMITTAL - 7/31/2019
2ND CITY SUBMITTAL - 09/26/2019
3RD CITY SUBMITTAL - 12/19/2019
4TH CITY SUBMITTAL - 02/13/2020
5TH CITY SUBMITTAL - 04/15/2020

Designed: AES
Drawn by: KLZ

ASHLEE ELIZABETH SABIN
CERTIFICATE NO. 72
REGISTERED LANDSCAPE ARCHITECT
STATE OF ARIZONA

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19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-2.02
8 of 31

19-0751

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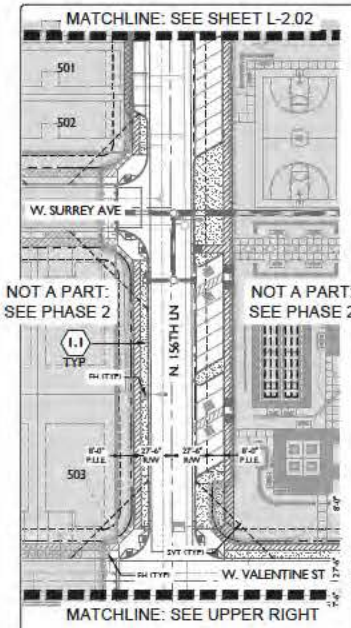

KEY MAP

WALL LEGEND

SYMBOL	ITEM
	PRIMARY COLUMN
	SECONDARY COLUMN
	PRIMARY THEME WALL
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MATERIALS LEGEND

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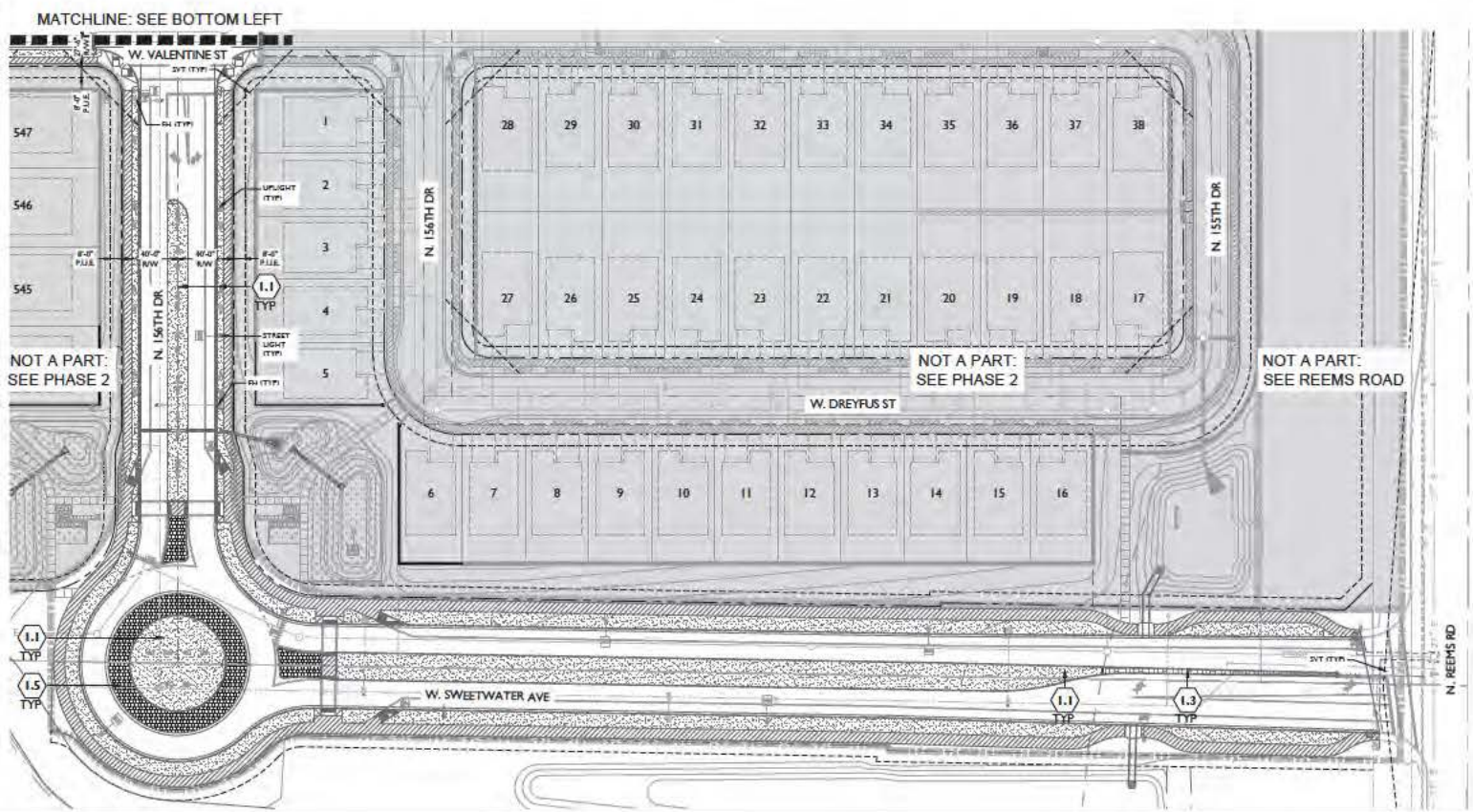

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Project:
Fulton Homes Prasada Phase 1A
Sayrita, Arizona

Hardscape Plans

Revisions:
1ST CD SUBMITTAL - 3/21/2021
2ND CD SUBMITTAL - 09/03/2021
3RD CD SUBMITTAL - 10/28/2021
4TH CD SUBMITTAL - 12/1/2021
5TH CD SUBMITTAL - 04/15/2022

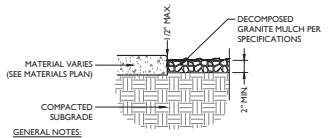
Designer: AES
Drawn by: KZ

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 48988
ALEX E. SABIN
ARIZONA, USA

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-2.03
9 of 31

19-0751



GENERAL NOTES:

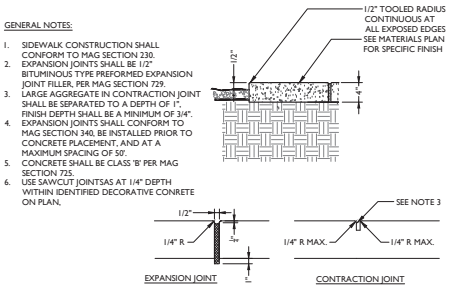
1. APPLY PRE-EMERGENT HERBICIDE AT SUBGRADE AFTER FINAL GRADE HAS BEEN ESTABLISHED AND PRIOR TO SPREADING DECOMPOSED GRANITE.
2. EVENLY SPREAD 2" MIN. OF GRANITE ON COMPACTED FINISHED GRADE.
3. GRANITE TO BE SPRAYED WITH WATER TO CLEAN SMALLER DEPOSITS AND GRANITE DUST AND ALSO TO SETTLE GRANITE EVENLY.

1 DECOMPOSED GRANITE MULCH 1.1

Scale: 1" = 1'-0"

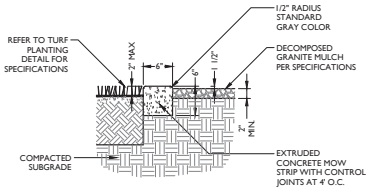
GENERAL NOTES:

1. SIDEWALK CONSTRUCTION SHALL CONFORM TO MAG SECTION 230.
2. EXPANSION JOINTS SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER, PER MAG SECTION 729.
3. LARGE AGGREGATE IN CONTRACTION JOINT SHALL BE SEPARATED TO A DEPTH OF 1", FINISH DEPTH SHALL BE A MINIMUM OF 3/4".
4. EXPANSION JOINTS SHALL CONFORM TO MAG SECTION 340, BE INSTALLED PRIOR TO CONCRETE PLACEMENT, AND AT A MAXIMUM SPACING OF 50'.
5. CONCRETE SHALL BE CLASS 'B' PER MAG SECTION 725.
6. USE SAWCUT JOINTSAS AT 1/4" DEPTH WITHIN IDENTIFIED DECORATIVE CONRETE ON PLAN.



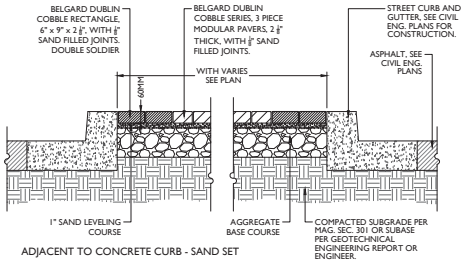
2 STANDARD CONCRETE PAVING 1.2

Scale: 1" = 1'-0"



3 CONCRETE HEADER (EXTRUDED) 1.4

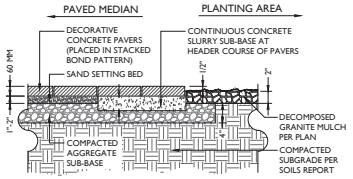
Scale: 1" = 1'-0"



ADJACENT TO CONCRETE CURB - SAND SET

GENERAL NOTES:

1. SLOPE GRADE 1 % - 2% AWAY FROM ANY STRUCTURE.
2. USE 1" - 2" OF COURSE, ANGULAR SAND (CONFORMING TO ASTM 33) AS SETTING BED AND JOINTING.
3. INSTALL PAVERS MAINTAINING A MAX. 1/8" JOINT.
4. SWEEP SAND INTO 1/8" OPEN JOINTS.
5. USE MANUFACTURERS RECOMMENDED INSTALLATION INSTRUCTIONS PER PAVER SPECIFICATIONS.



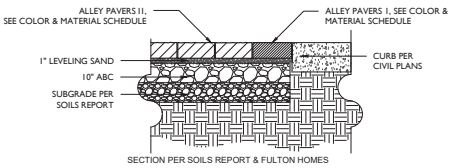
ADJACENT TO LANDSCAPE - MORTAR SET

4 DECORATIVE MEDIAN CONCRETE PAVER 1.4

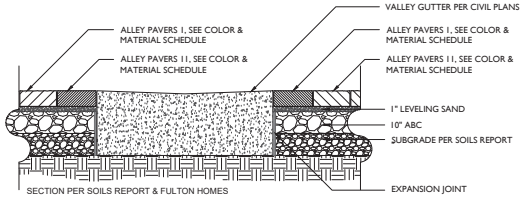
Scale: 1" = 1'-0"

COLOR & MATERIALS SCHEDULE

ALLEY PAVERS I	CAMBRIDGE COBBLE RECTANGLE (6" x 9" x 80 MM) WITH 1/8" SAND FILLED JOINTS BY BELGARD. COLOR SIERRA BLEND OAE
ALLEY PAVERS II	CAMBRIDGE COBBLE 3 PIECE PAVERS 80 MM THICK RANDOM PATTERN. W/ 1/8" SAND FILLED JOINTS BY BELGARD. COLOR SIERRA BLEND OAE



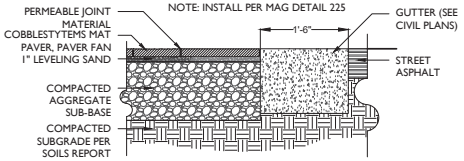
SECTION PER SOILS REPORT & FULTON HOMES



SECTION PER SOILS REPORT & FULTON HOMES

5 VEHICULAR ALLEY PAVER 1.5

Scale: 1" = 1'-0"



6 VEHICULAR ROUNDABOUT PAVER 1.6

Scale: 1" = 1'-0"

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0 PAVEMENTS

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2.0 WALLS / EMBANKMENTS

2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
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2.5	BUILDER WALL	L-3.02/5
2.6	TYPICAL COLUMN SETBACK	L-2.00

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EPS GROUP

Project: Fulton Homes Prasada Phase 1A
Surprise, Arizona

19-0751 - Ph1A - L-3.01_Material Details - L-3.01

Revisions:

- 5TH CD SUBMITTAL - 3/1/2021
- 2ND CD SUBMITTAL - 09/01/2021
- 3RD CD SUBMITTAL - 10/28/2021
- 4TH CD SUBMITTAL - 12/10/2021
- 5TH CD SUBMITTAL - 04/15/2022

Designer: AES
Drawn by: KZ

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45568 ALDA E. SABIN ARIZONA U.S.A.

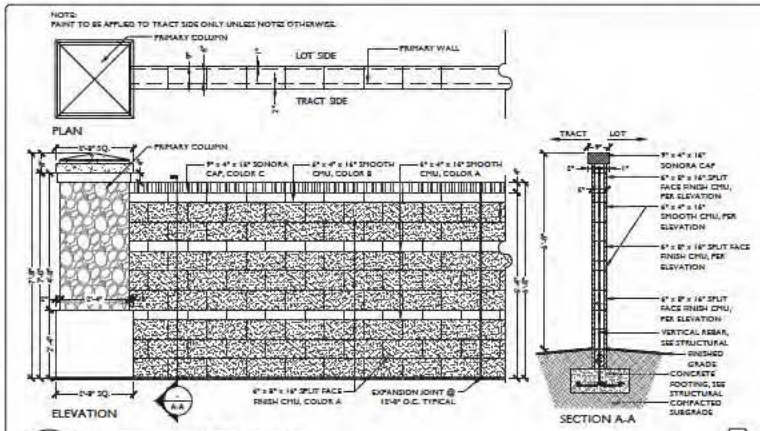
Job No. 19-0751

CONSTRUCTION DOCUMENTATION

Sheet No. L-3.01

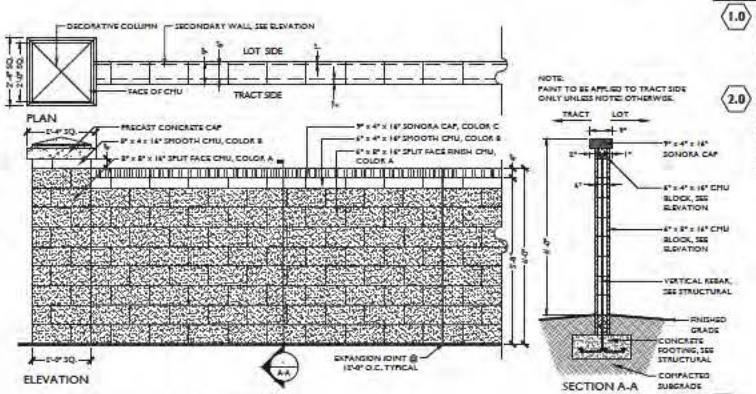
9 of 31

FS21-414



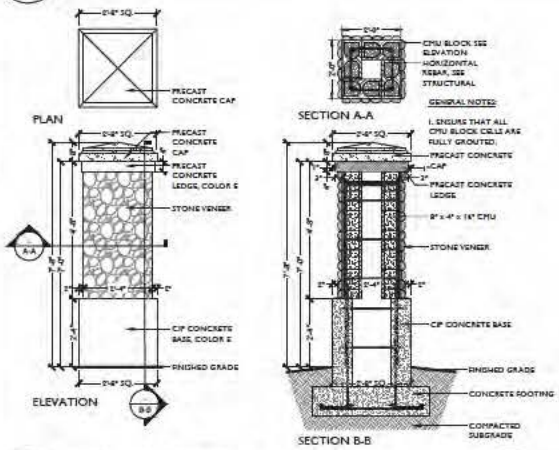
1 PRIMARY THEME WALL

Scale: 1/2" = 1'-0"



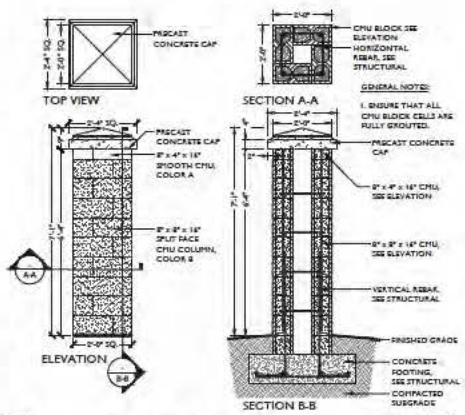
2 SECONDARY THEME WALL

Scale: 1/2" = 1'-0"



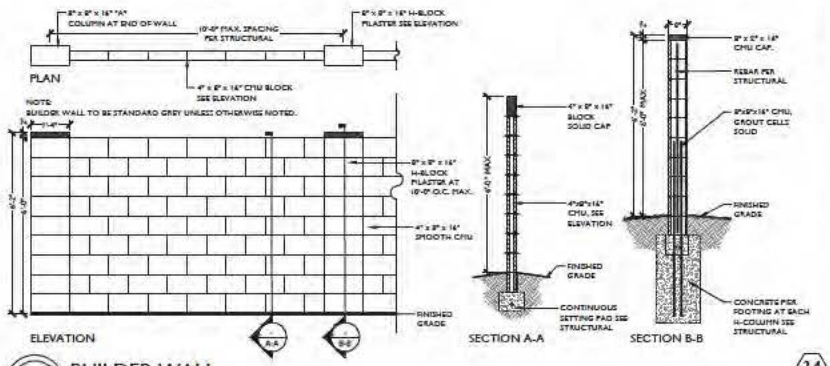
3 PRIMARY THEME WALL COLUMN

Scale: 1/2" = 1'-0"



4 SECONDARY THEME WALL COLUMN

Scale: 1/2" = 1'-0"



5 BUILDER WALL

Scale: 1/2" = 1'-0"

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2.6	TYPICAL COLUMN SETBACK	L-2.00

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A	COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR B	COLOR SW 7040 SPOKESHOUSE BY SHERWIN WILLIAMS OAE
COLOR C	SONORA CAP, COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR D (STEEL)	POWDER COATED, COLOR: RAL 1019 GREY BEIGE OAE
COLOR E	CONCRETE BASE, COLOR SW 7040 SPOKESHOUSE BY SHERWIN WILLIAMS OAE
CONCRETE CAP	COLOR: NUSS BROWN BY MESA PRECAST OAE
STONE VENEER	MINNESOTA FIELDSTONE, COLOR: CHABLIS BY CORONADO STONE OAE

GENERAL NOTES:
1. SUBMIT SAMPLES TO LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR APPROVAL.

NOTES:

1. UNLESS THIS SHEET IS ALSO SEALED BY A REGISTERED STRUCTURAL ENGINEER LICENSED IN THE STATE OF ARIZONA THE INFORMATION FOR ALL WALLS, COLUMNS AND STRUCTURES ILLUSTRATED ON THIS PLAN IS FOR REFERENCE ONLY & UNDER SEPERATE PERMIT.
2. STRUCTURAL PLANS SHALL BE PROVIDED BY OTHERS TO THE OWNER. STRUCTURAL PLANS, DETAILS, DIAGRAMS AND CALCULATIONS SHALL BE PREPARED AND SEALED BY A REGISTERED STRUCTURAL ENGINEER LICENSED IN THE STATE OF ARIZONA FOR ALL WALL, COLUMNS AND STRUCTURES ILLUSTRATED ON THIS PLAN. THIS ENGINEERING INFORMTION WILL BE SUBMITTED TO THE CITY, TOWN OR COUNTY BY THE OWNER.
3. ALL SIGNAGE REQUIRES A SEPARATE PERMIT.

EPS GROUP
1130 N Alma School Rd, Ste 120
Mesa, AZ 85201
P 480.503.2250 | F 480.503.2258
W W W . E P S G R O U P . C O M

Fulton Homes Prasada
Phase 1A
Seattle, Arizona

Material Details

Revisions:

1ST CITY SUBMITTAL - 7/31/2020
2ND CITY SUBMITTAL - 10/28/2020
3RD CITY SUBMITTAL - 1/20/2021
4TH CITY SUBMITTAL - 04/15/2021
5TH CITY SUBMITTAL - 06/15/2021

Drawn: AKZ
Drawn by: KZ

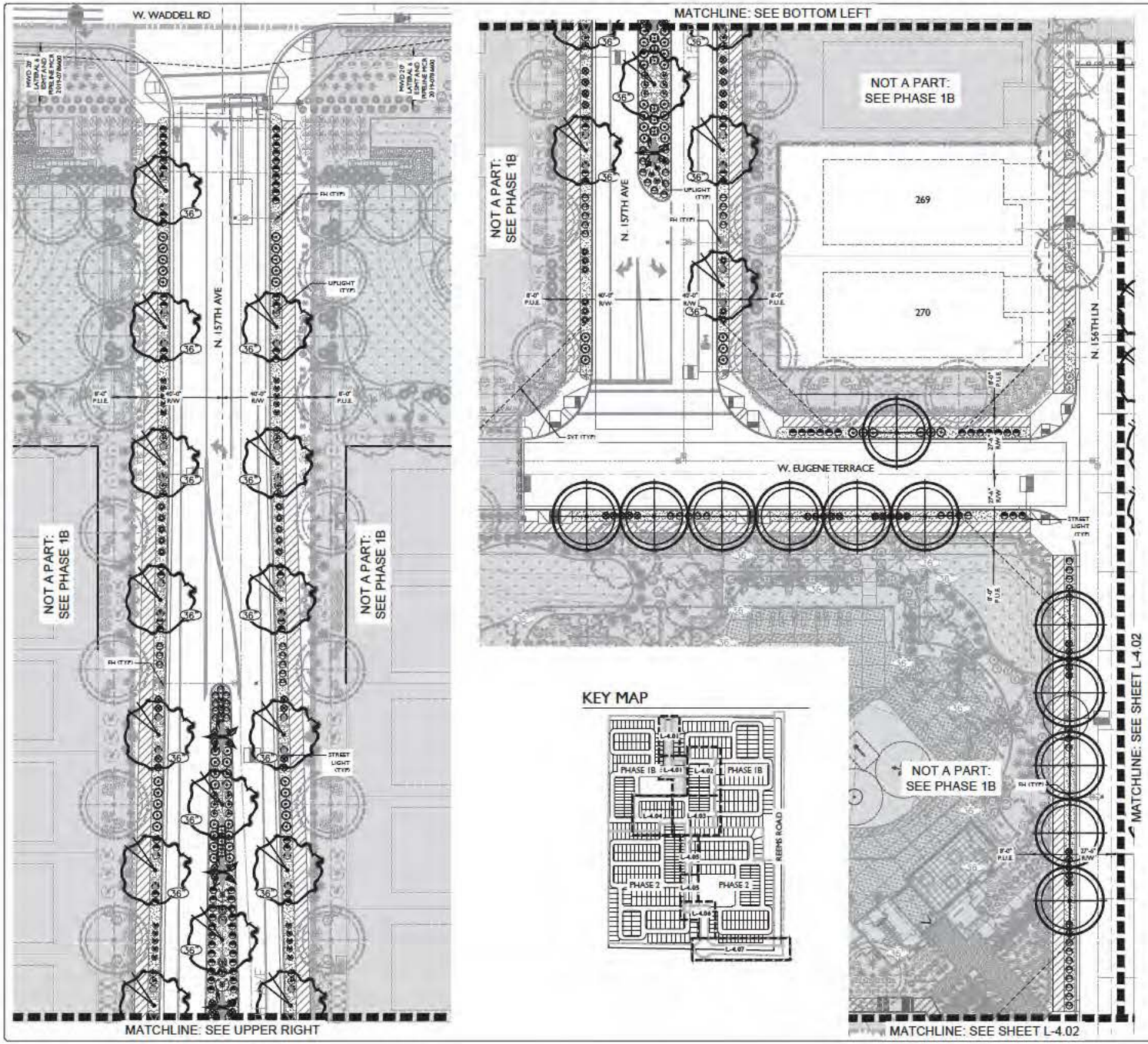
Expires 9.30.21

Log No.
19-0751

CONSTRUCTION DOCUMENTATION

Sheet No.
L-3.02
11 of 31

19-0751



19-0751

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box; 36" Box
	Phoenix dactylifera	Date Palm	20' Matched
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Eremophila oraotrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tetraneuris acaulis	Angelita Daisy	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS	3/4" Screened 3" Depth, Min.	

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia smallii	Sweet Acacia	24" Box
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila longifolia 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Senna remotiuscula	Desert Cassia	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS	3/4" Screened 3" Depth, Min.	

NOTES:
1. Dashed tree & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

EPS GROUP
1130 N Alma School Rd, Ste 120
Mesa, AZ 85201
T 480.503.2250 | F 480.503.2258
W E N S G R O U P . C O M

Project: Fulton Homes Prasada Phase 1A
Sayrita, Arizona

Landscape Plans

Revisions:
1ST CITY SUBMITTAL - 07.31.2019
2ND CITY SUBMITTAL - 10.28.2019
3RD CITY SUBMITTAL - 12.13.2019
4TH CITY SUBMITTAL - 04.15.2020

Drawn by: AES
Checked by: KLZ

ASHBY, ALEX C. 43066 REGISTERED LANDSCAPE ARCHITECT CERTIFICATE

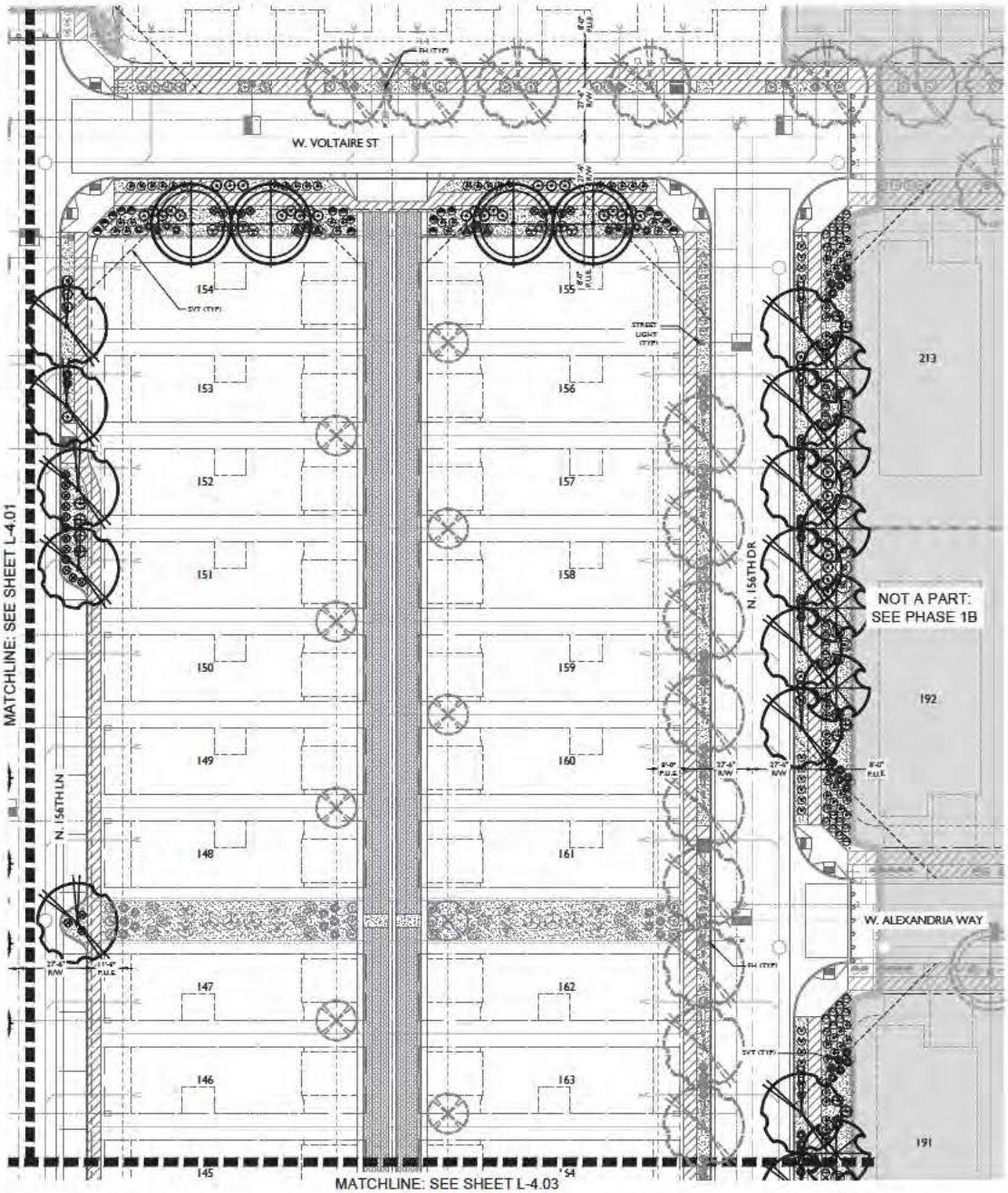
Expires 9-30-21

Job No. 19-0751

CONSTRUCTION DOCUMENTATION

Sheet No. L-4.01

12 of 31



19-0751

KEY MAP

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Phoenix dactylifera	Date Palm	20' Matched
	Pistacia X 'Red Push'	Red Push Pistache	36" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Eremophila orostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tetraneuris acaulis	Angelita Daisy	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS	3/4" Screened 3" Depth, Min.	

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia smaerr	Mulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila longifolia 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS	3/4" Screened 3" Depth, Min.	

NOTES:
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NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

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Fulton Homes Prasada
Phase 1A
Sahuarita, Arizona

Landscape Plans

Project:

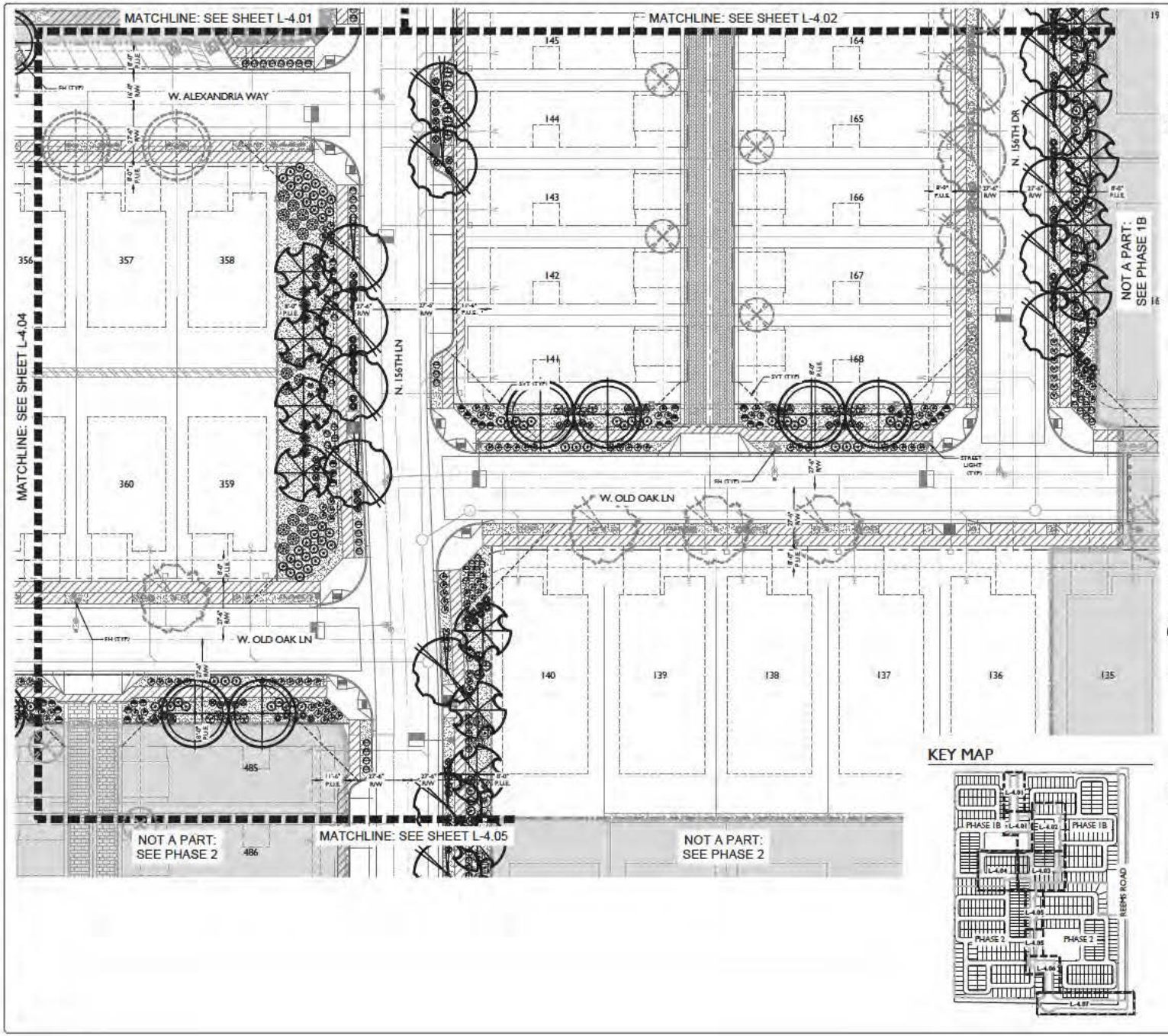
Revisions:

Date: AKS
Drawn by: KLZ

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
ASHNE ELIZ C. SABIN
ARIZONA U.S.A.

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.02
(3 of 31)



PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Phoenix dactylifera	Date Palm	20' Matched
	Pistacia X 'Red Push'	Red Push Pistache	36" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Eremophila arrostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tetrapanax sosaifa	Angelita Daisy	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAC	3/4" Screened 2" Depth, Min.	

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia smeri	Hedge	24" Box
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila longifolia 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAC	3/4" Screened 2" Depth, Min.	

NOTES:
1. Dashed tree & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

KEY MAP

NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

EPS GROUP
1130 N Alma School Rd, Ste 120
Mesa, AZ 85201
T 480.503.2250 | F 480.503.2258
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Fulton Homes Prasada
Phase 1A
Loyalty, Arizona

Landscape Plans

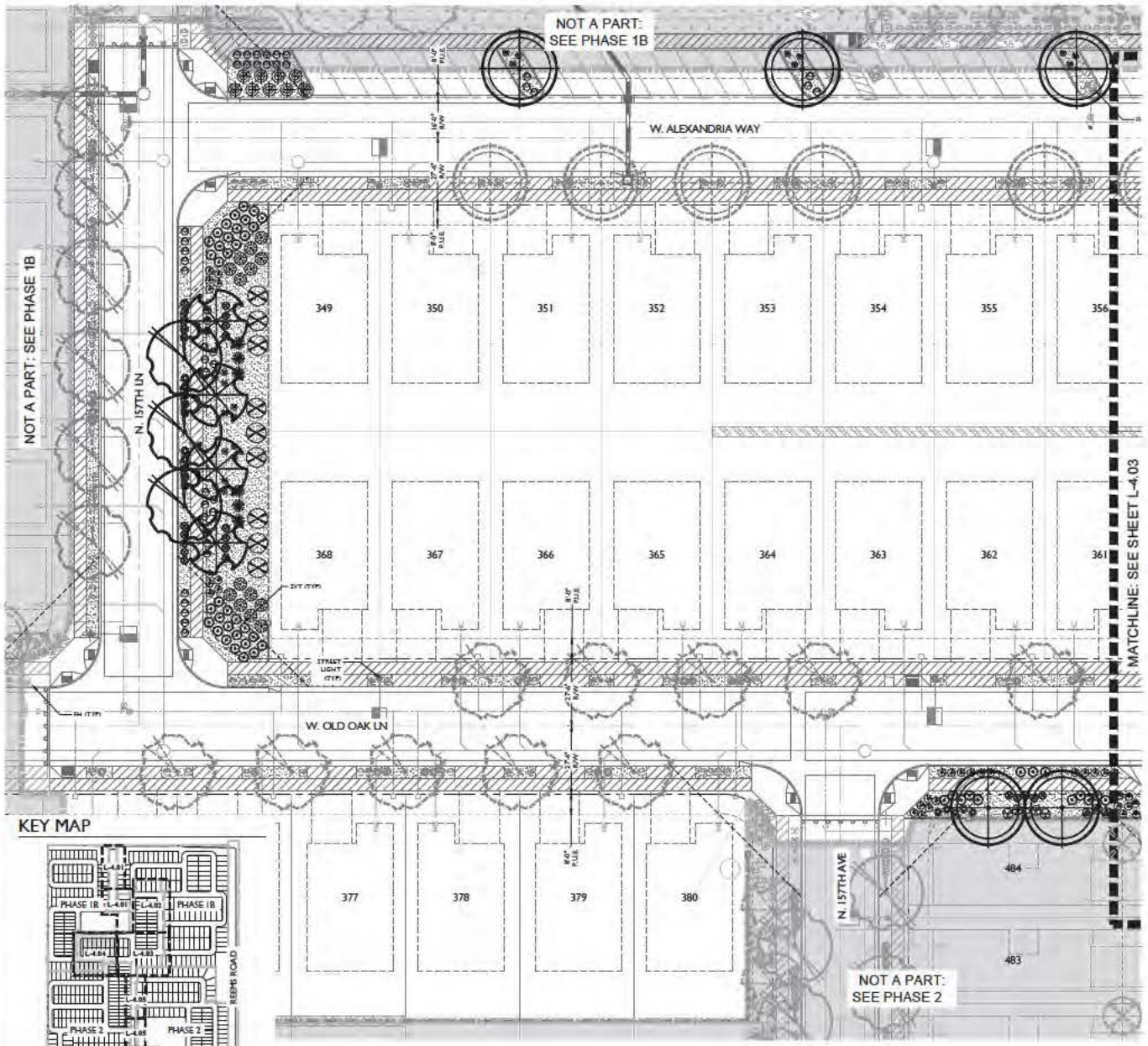
Revisions:

Date: AZ
Drawn by: KZ

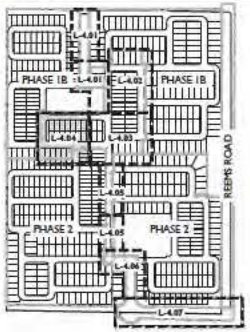
Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.03
14 of 31

19-0751



KEY MAP



PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Phoenix dactylifera	Date Palm	20' Matched
	Pistacia X 'Red Push'	Red Push Pistache	36" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS		**COMMON NAME**	**SIZE**
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS		**COMMON NAME**	**SIZE**
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Eremophila arcotrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tetraneuris acaulis	Angelita Daisy	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS	3/4" Screened 2" Depth, Min.	

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia sowarx	Hedge	24" Box
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS		**COMMON NAME**	**SIZE**
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila longifolia 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS		**COMMON NAME**	**SIZE**
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
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MATERIALS			
	Decomposed Granite "Apache Brown" OAS	3/4" Screened 2" Depth, Min.	

NOTES:
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NORTH

0' 10' 20' 40'
SCALE: 1" = 20'-0"

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Fulton Homes Prasada
Phase 1A
Gilbert, Arizona

landscape Plans

Revisions:

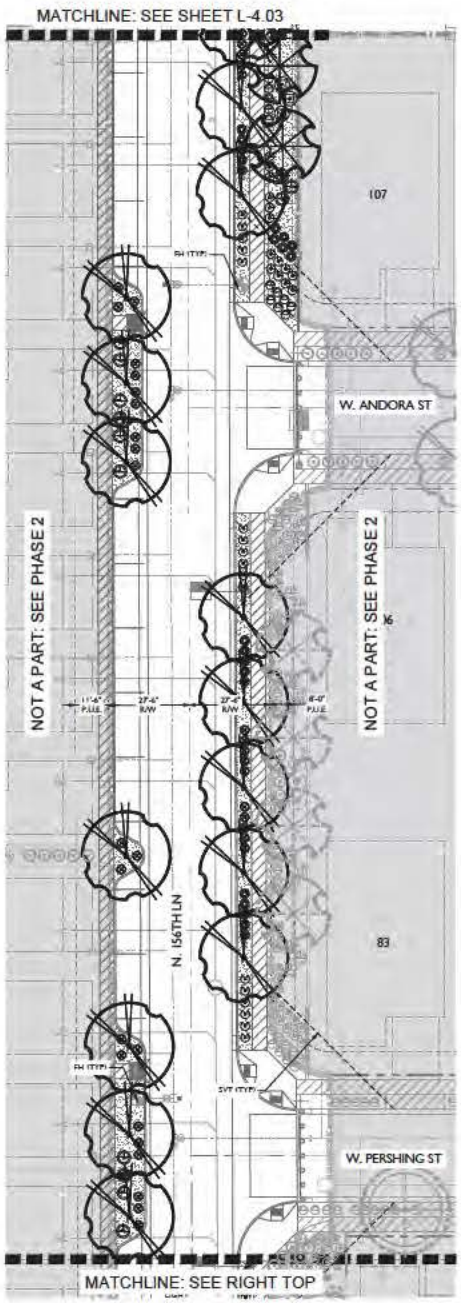
Drawn by: KZ

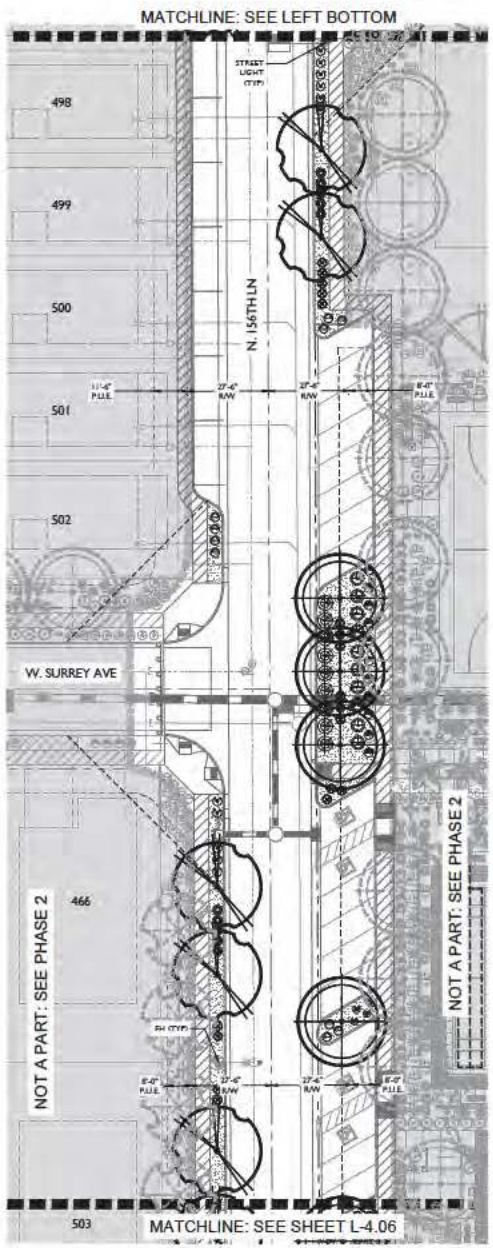
Job No.
19-0751

CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.04
18 of 31

19-0751





KEY MAP

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Phoenix dactylifera	Date Palm	20' Matched
	Pistacia X 'Red Push'	Red Push Pistache	36" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Eremophila orostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tetraneuris acaulis	Angelita Daisy	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS 3/4" Screened 2" Depth, Min.		

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia smeura	Mulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila longifolia 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS 3/4" Screened 2" Depth, Min.		

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NORTH

0' 10' 20' 40'
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W W W . E P S G R O U P . C O M

Project: Fulton Homes Prasada Phase 1A
Sayrita, Arizona

Landscape Plans

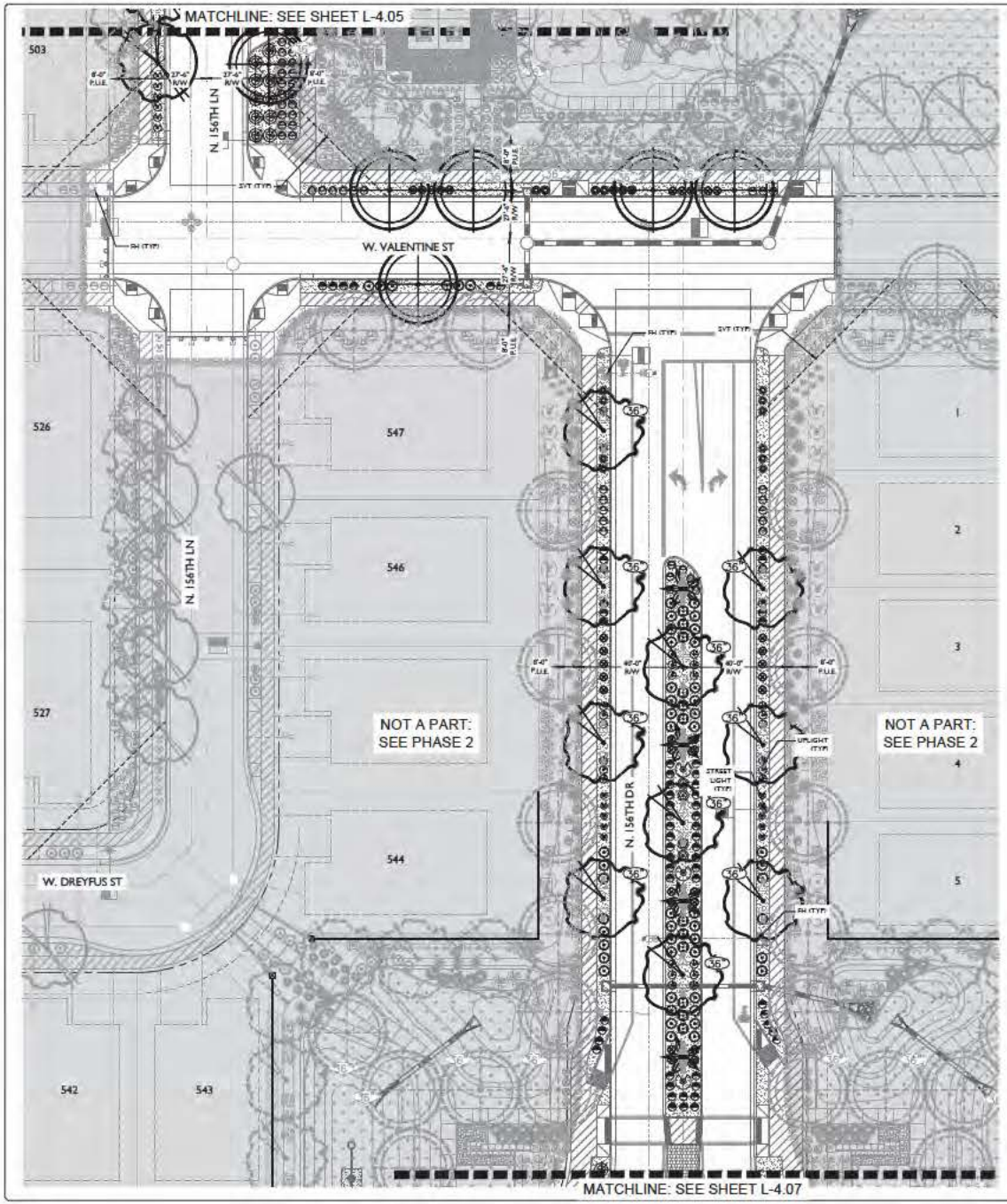
Revisions:
1ST CITY SUBMITTAL - 7/31/2020
2ND CITY SUBMITTAL - 10/28/2020
3RD CITY SUBMITTAL - 12/1/2020
4TH CITY SUBMITTAL - 04/15/2021

Drawn by: AES
Drawn by: KZ

ASHRAE ALEX C. SABIN CERTIFICATE NO. 43084 REGISTERED LANDSCAPE ARCHITECT STATE OF ARIZONA

Job No. 19-0751
CONSTRUCTION DOCUMENTATION
Sheet No. L-4.05
16 of 31

19-0751



19-0751

KEY MAP

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box
			36" Box
	Phoenix dactylifera	Date Palm	20' Pitched
	Pistacia X 'Red Push'	Red Push Pistacia	36" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhlr	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhlr	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhlr	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tetraneuris acaulis	Angelita Daisy	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS	3/4" Screened 3" Depth, Min.	

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia smallii	Sweet Acacia	24" Box
	Pistacia X 'Red Push'	Red Push Pistacia	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhlr	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS	3/4" Screened 3" Depth, Min.	

NOTES:
1. Dashed tree & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

NORTH

0' 10' 20' 40'
SCALE: 1" = 20'-0"

EPS GROUP
1130 N Alma School Rd, Ste 120
Mesa, AZ 85201
T 480.503.2250 | F 480.503.2258
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Project:
Fulton Homes Prasada
Phase 1A
Sayrita, Arizona

Landscape Plans

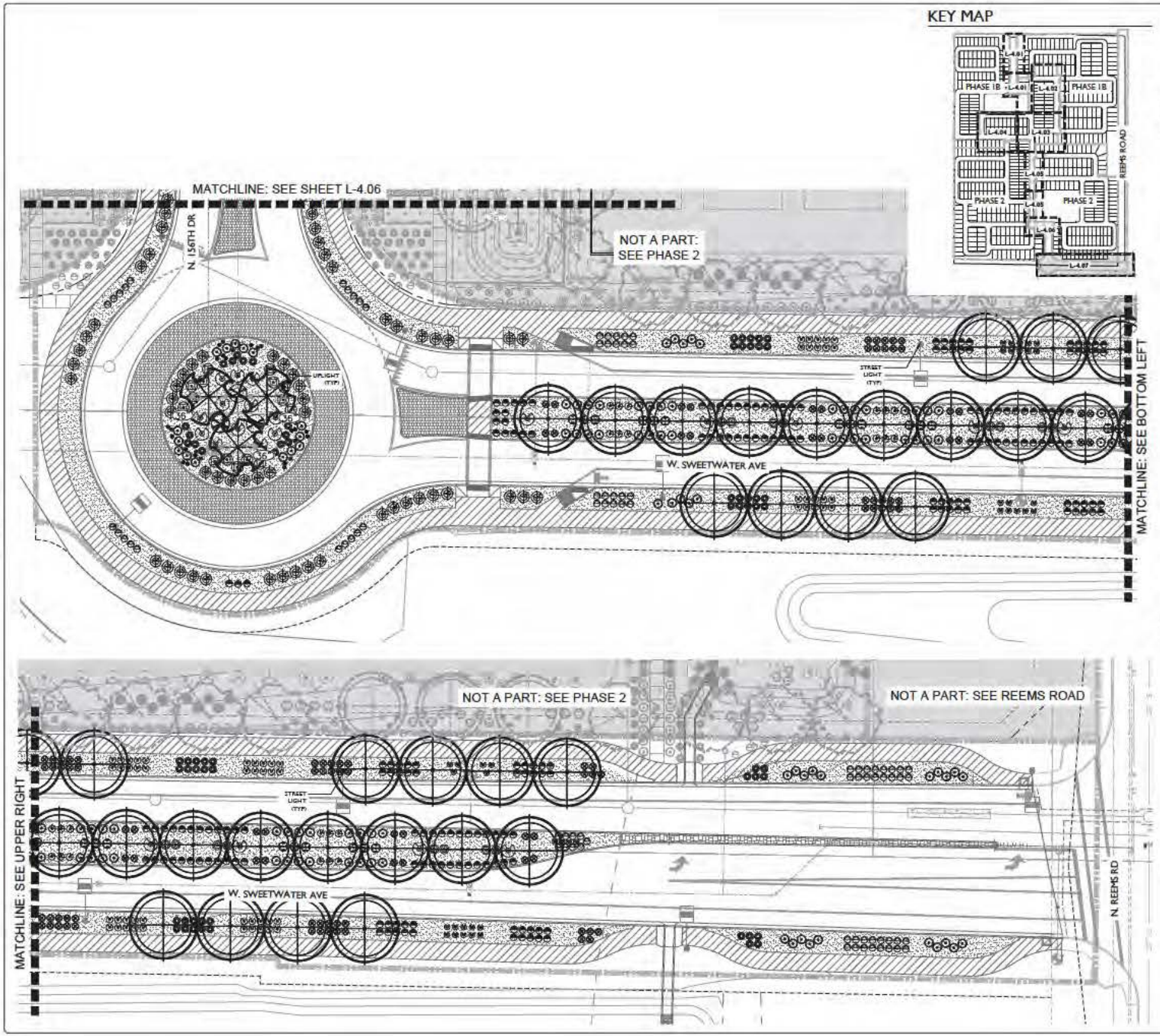
Revisions:
1ST CD SUBMITTAL - 9/1/2021
2ND CD SUBMITTAL - 10/28/2021
3RD CD SUBMITTAL - 12/1/2021
4TH CD SUBMITTAL - 04/15/2022
5TH CD SUBMITTAL - 04/15/2022

Drawn by: AEI
Drawn by: KZ

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 45088
ALEX C. SABIN
ARIZONA U.S.A.

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.06
17 of 31



PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box; 36" Box
	Phoenix dactylifera	Date Palm	20' Matched
	Pistacia X 'Red Push'	Red Push Pistache	36" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Dremsothis glabra var. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Dremsothis bracteata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
	Tetrapanax scaulis	Angelita Daisy	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS 3/4" Screened 2" Depth, Min.		

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia smeri	Hedge	24" Box
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Dremsothis ingrootiana 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Senna necrosiphila	Desert Cassia	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAS 3/4" Screened 2" Depth, Min.		

NOTES:
1. Dashed tree & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

EPS GROUP
1130 N Alma School Rd, Ste 120
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Project: Fulton Homes Prasada Phase 1A
Sahuarita, Arizona

Landscape Plans

Revisions:
1ST CITY SUBMITTAL - 9/11/2020
2ND CITY SUBMITTAL - 10/28/2020
3RD CITY SUBMITTAL - 12/2/2020
4TH CITY SUBMITTAL - 04/15/2021

Call us Blue Stake, Inc. 811 or 1-800-782-5348 Two Working Days Before You Dig

Drawn: AEI
Drawn by: KZ

ADAM ELDE SABIN
REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 57271
ARIZONA U.S.A.

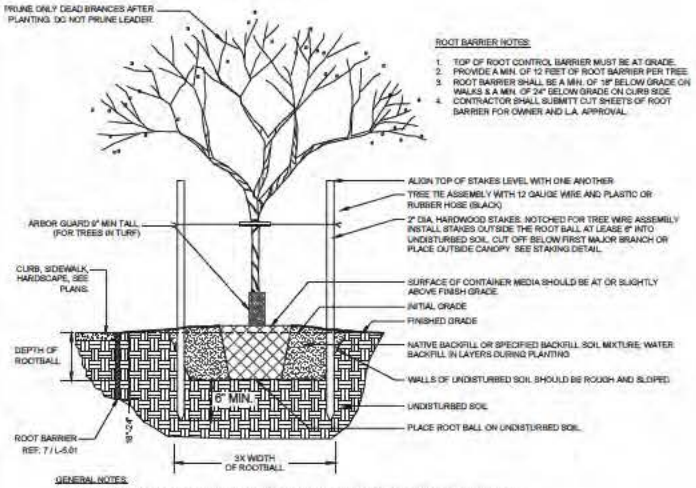
Job No. 19-0751

CONSTRUCTION DOCUMENTATION

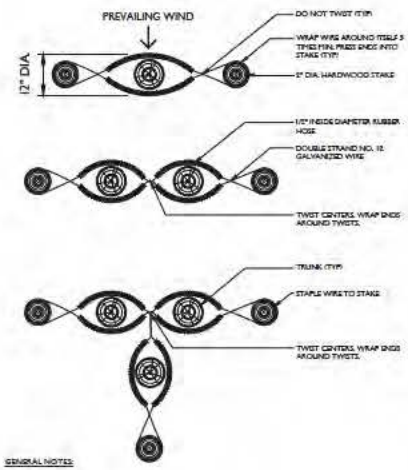
Sheet No. L-4.07

18 of 31

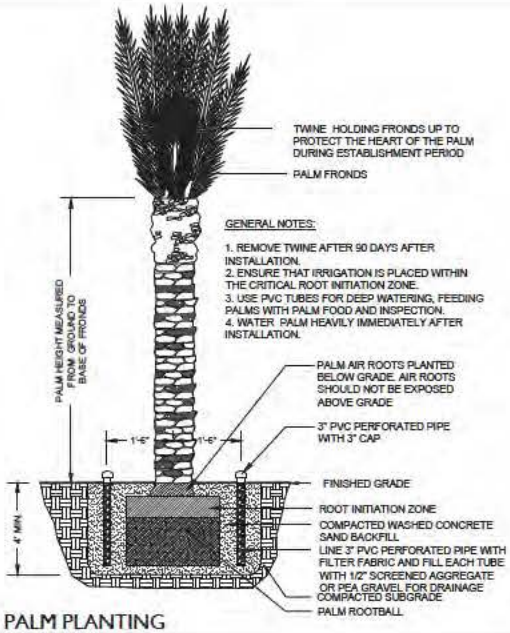
19-0751



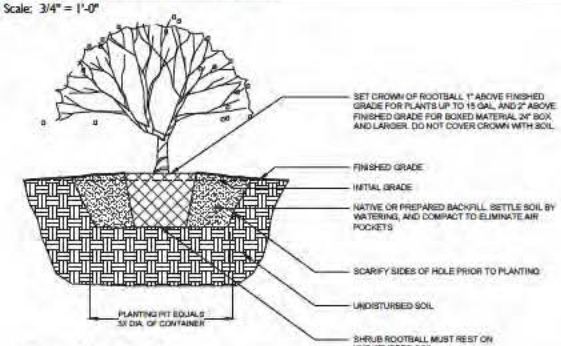
1 TREE PLANTING & STAKING
Scale: 3/4" = 1'-0"



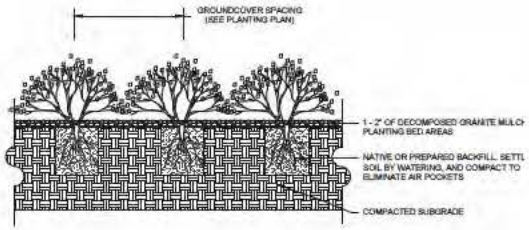
2 TREE STAKING
Scale: 3/4" = 1'-0"



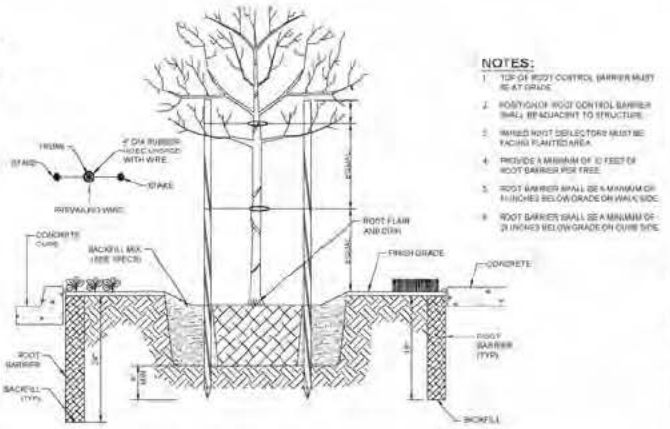
3 PALM PLANTING
Scale: 3/4" = 1'-0"



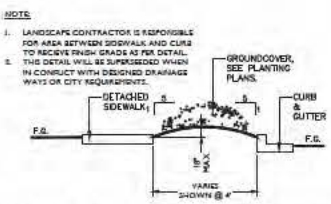
4 SHRUB PLANTING
Scale: 3/4" = 1'-0"



5 GROUNDCOVER PLANTING
Scale: 3/4" = 1'-0"



7 ROOT BARRIER IN RIGHT OF WAY
Scale: 3/4" = 1'-0"



6 DETACHED SIDEWALK LANDSCAPE GRADE DETAIL
Scale: 1" = 1'-0"

EPS GROUP
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Mesa, AZ 85201
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Project: Fulton Homes Prasada Phase 1A
Seattle, Arizona

Landscape Details

Revisions:
1ST CITY SUBMITTAL - 9/21/2018
2ND CITY SUBMITTAL - 10/29/2018
3RD CITY SUBMITTAL - 12/7/2018
4TH CITY SUBMITTAL - 01/25/2019
5TH CITY SUBMITTAL - 04/15/2019

Drawn by: KZ
Drawn by: KZ

REGISTERED LANDSCAPE ARCHITECT
ASSOC. ELIZ. C. SABIN
CERTIFICATE NO. 58927
ARIZONA U.S.A.

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-5.01
19 of 31

19-0751

LEGEND:

- MAINLINE PIPE. CLASS 200 PVC 2-1/2" & SMALLER. 3" & LARGER CLASS 200 PVC PIPE–RUBBER-RING WITH DUCTILE IRON FITTINGS AND TAPS WITH CONCRETE THRUST BLOCKS.
- M — IRRIGATION WATER METER. SIZE AS NOTED.
- 975XL2 WILKINS REDUCED PRESSURE BACKFLOW PREVENTER–SIZE PER METER.
- 2" MASTER VALVE WITH 1.5" BRASS FLOW SENSOR AT 2" METERS. 1.5" MASTER VALVE WITH 1" BRASS FLOW SENSOR AT 1.5" METER.
- MAINLINE ISOLATION GATE VALVE–LINE SIZE (3" & LARGER RUBBER-RING)
- C — IRRIGATION CONTROLLER–HUNTER A2C-SERIES PER IRRIGATION PLAN

NOTE:

1.) PIPE SIZING CALCS BASED UPON 80 PSI STATIC FROM FJ FLOW TEST DATED 2-24-20.

2.) FLOW METERS SHALL BE CONNECTED TO NEAREST CONTROLLER USING PE-39-6 CABLE WIRING.

0' 75' 150' 300'

Scale: 1" = 150'-0"

NORTH

COATES IRRIGATION CONSULTANTS, INC.
1420 North Greenfield Road #103
Gilbert, Arizona 85234
phone (480) 481-0682
fax (480) 481-0939
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EPS GROUP
3239 N. Alma School Rd., Ste 120
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www.epsgroupinc.com

Project: Fulton Homes Prasada Phase 1A
Surprise, Arizona

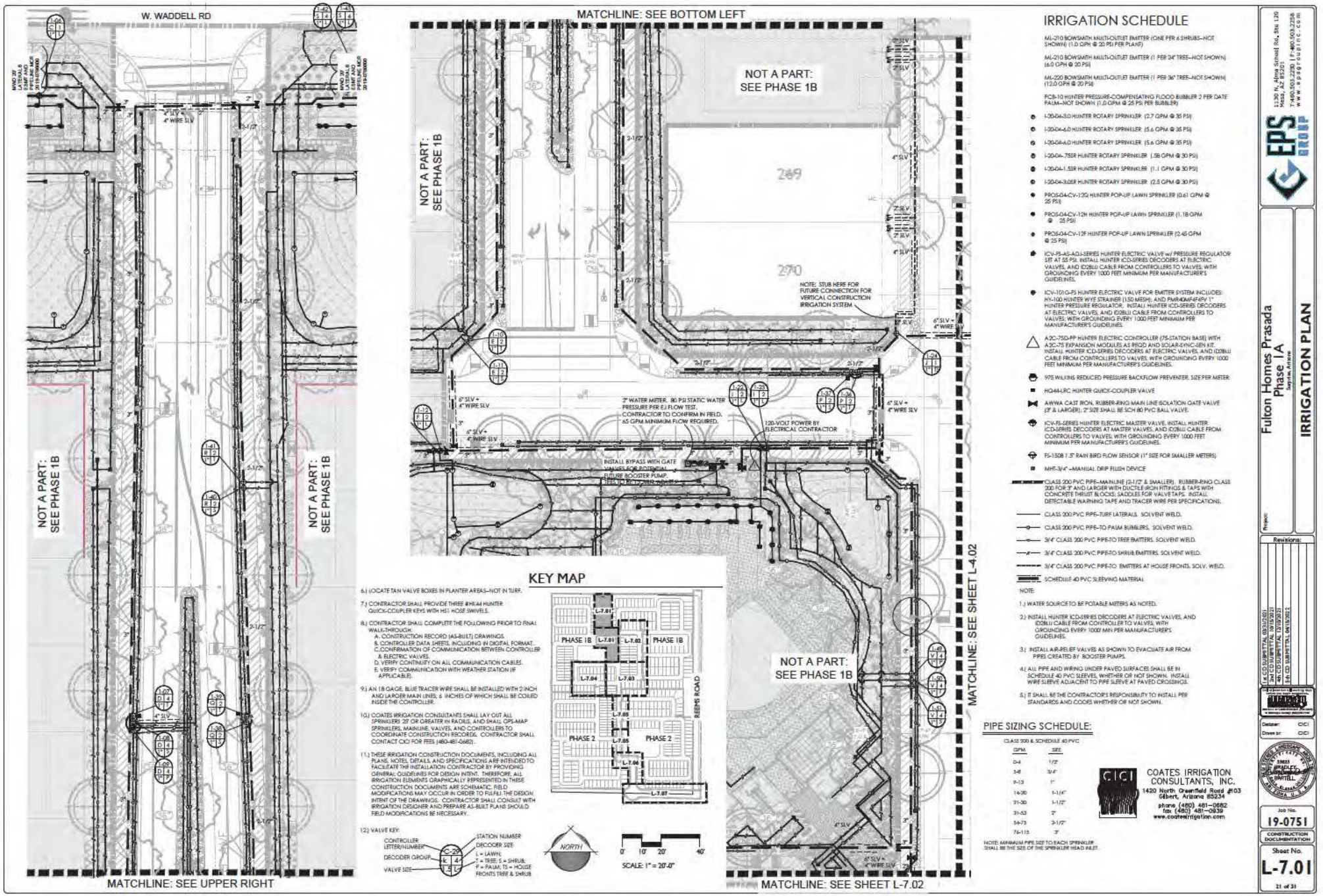
IRRIGATION PLAN

Revisions:
1st CD SUBMITTAL (07.17.20)
2nd CD SUBMITTAL (10.15.20)
4th CD SUBMITTAL (12.10.20)
5th CD SUBMITTAL (04.15.21)

Designer: CICI
Drawn by: CICI

Job No. 19-0751
CONSTRUCTION DOCUMENTATION
Sheet No. L-6.00
20 of 31

19-0751



6.) LOCATE TAN VALVE BOXES IN PLANTER AREAS--NOT IN TURF.

7.) CONTRACTOR SHALL PROVIDE THREE #HK44 HUNTER QUICK-COUPLER KEYS WITH HS1 HOSE SWIVELS.

8.) CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
C. CONFIRMATION OF COMMUNICATION BETWEEN CONTROLLER & ELECTRIC VALVES.
D. VERIFY CONTINUITY ON ALL COMMUNICATION CABLES.
E. VERIFY COMMUNICATION WITH WEATHER STATION (IF APPLICABLE).

9.) AN 18 GAGE, BLUE TRACER WIRE SHALL BE INSTALLED WITH 2 INCH AND LARGER MAIN LINES, 6 INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.

10.) COATES IRRIGATION CONSULTANTS SHALL LAY OUT ALL SPRINKLERS 25' OR GREATER IN RADIUS, AND SHALL GPS-MAP SPRINKLERS, MAINLINE, VALVES, AND CONTROLLERS TO COORDINATE CONSTRUCTION RECORDS. CONTRACTOR SHALL CONTACT CICI FOR FEES (480-481-0682).

11.) THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH IRRIGATION DESIGNER AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.

12.) VALVE KEY:
CONTROLLER LETTER/NUMBER
DECODER GROUP
VALVE SIZE
STATION NUMBER
DECODER SIZE
L = LAWN; T = TREE; S = SHRUB; P = PALM; TS = HOUSE FRONTS TREE & SHRUB

IRRIGATION SCHEDULE

ML-210 BOWSMITH MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)

ML-210 BOWSMITH MULTI-OUTLET EMITTER (1 PER 24" TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)

ML-220 BOWSMITH MULTI-OUTLET EMITTER (1 PER 36" TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)

PCB-10 HUNTER PRESSURE-COMPENSATING FLOOD BUBBLER 2 PER DATE PALM--NOT SHOWN (1.0 GPM @ 25 PSI PER BUBBLER)

- I-20-04-5.0 HUNTER ROTARY SPRINKLER (2.7 GPM @ 35 PSI)
- I-20-04-6.0 HUNTER ROTARY SPRINKLER (5.6 GPM @ 35 PSI)
- I-20-04-6.0 HUNTER ROTARY SPRINKLER (5.6 GPM @ 35 PSI)
- I-20-04-.75SR HUNTER ROTARY SPRINKLER (.58 GPM @ 30 PSI)
- I-20-04-1.5SR HUNTER ROTARY SPRINKLER (1.1 GPM @ 30 PSI)
- I-20-04-3.0SR HUNTER ROTARY SPRINKLER (2.5 GPM @ 30 PSI)
- PROS-04-CV-12Q HUNTER POP-UP LAWN SPRINKLER (0.61 GPM @ 25 PSI)
- PROS-04-CV-12H HUNTER POP-UP LAWN SPRINKLER (1.18 GPM @ 25 PSI)
- PROS-04-CV-12F HUNTER POP-UP LAWN SPRINKLER (2.45 GPM @ 25 PSI)
- ICV-PS-AS-ADJ-SERIES HUNTER ELECTRIC VALVE w/ PRESSURE REGULATOR SET AT 55 PSI. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES, WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- ICV-101G-PS HUNTER ELECTRIC VALVE FOR EMITTER SYSTEM INCLUDES: HY-100 HUNTER WYE STRAINER (150 MESH), AND PMR40MF4F4FV 1" HUNTER PRESSURE REGULATOR. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES, WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- A2C-75D-PP HUNTER ELECTRIC CONTROLLER (75-STATION BASE) WITH A2C-75 EXPANSION MODULES AS REQ'D AND SOLAR-SYNC-SEN KIT. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES, WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- 975 WILKINS REDUCED PRESSURE BACKFLOW PREVENTER, SIZE PER METER.
- HQ44-LRC HUNTER QUICK-COUPLER VALVE
- AWWA CAST IRON, RUBBER-RING MAIN LINE ISOLATION GATE VALVE (3" & LARGER). 2" SIZE SHALL BE SCH 80 PVC BALL VALVE.
- ICV-FS-SERIES HUNTER ELECTRIC MASTER VALVE. INSTALL HUNTER ICD-SERIES DECODERS AT MASTER VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES, WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- FS-150R 1.5" RAIN BIRD FLOW SENSOR (1" SIZE FOR SMALLER METERS)
- MHF-3/4"--MANUAL DRIP FLUSH DEVICE

CLASS 200 PVC PIPE--MAINLINE (2-1/2" & SMALLER). RUBBER-RING CLASS 200 FOR 3" AND LARGER WITH DUCTILE IRON FITTINGS & TAPS WITH CONCRETE THRUST BLOCKS; SADDLES FOR VALVE TAPS. INSTALL DETECTABLE WARNING TAPE AND TRACER WIRE PER SPECIFICATIONS.

CLASS 200 PVC PIPE--TURF LATERALS. SOLVENT WELD.

CLASS 200 PVC PIPE--TO PALM BUBBLERS. SOLVENT WELD.

3/4" CLASS 200 PVC PIPE-TO TREE EMITTERS. SOLVENT WELD.

3/4" CLASS 200 PVC PIPE-TO SHRUB EMITTERS. SOLVENT WELD.

3/4" CLASS 200 PVC PIPE-TO EMITTERS AT HOUSE FRONTS. SOLV. WELD.

SCHEDULE 40 PVC SLEEVING MATERIAL

NOTE:

1.) WATER SOURCE TO BE POTABLE METERS AS NOTED.

2.) INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLER TO VALVES, WITH GROUNDING EVERY 1000' MIN PER MANUFACTURER'S GUIDELINES.

3.) INSTALL AIR-RELIEF VALVES AS SHOWN TO EVACUATE AIR FROM PIPES CREATED BY BOOSTER PUMPS.

4.) ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN SCHEDULE 40 PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL WIRE SLEEVE ADJACENT TO PIPE SLEEVE AT PAVED CROSSINGS.

5.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PER STANDARDS AND CODES WHETHER OR NOT SHOWN.

PIPE SIZING SCHEDULE:

CLASS 200 & SCHEDULE 40 PVC

GPM	SIZE
0-4	1"
5-8	3/4"
9-13	1"
14-20	1-1/4"
21-30	1-1/2"
31-53	2"
54-75	2-1/2"
76-115	3"

NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SIZE OF THE SPRINKLER HEAD INLET.

COATES IRRIGATION CONSULTANTS, INC.
1420 North Greenfield Road #103
Gilbert, Arizona 85234
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fax (480) 481--0839
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EPS GROUP
1130 N. Alma School Rd., Ste 120
Mesa, AZ 85201
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www.epsgroupinc.com

Project: Fulton Homes Prasada Phase 1A
Surprise, Arizona

IRRIGATION PLAN

Revisions:
1.) CD SUBMITTAL (01/17/20)
2.) CD SUBMITTAL (10/15/20)
3.) CD SUBMITTAL (12/10/20)
4.) CD SUBMITTAL (01/15/21)
5.) CD SUBMITTAL (04/15/22)

Designer: CICI
Drawn by: CICI

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Sheet No. L-7.01
21 of 31

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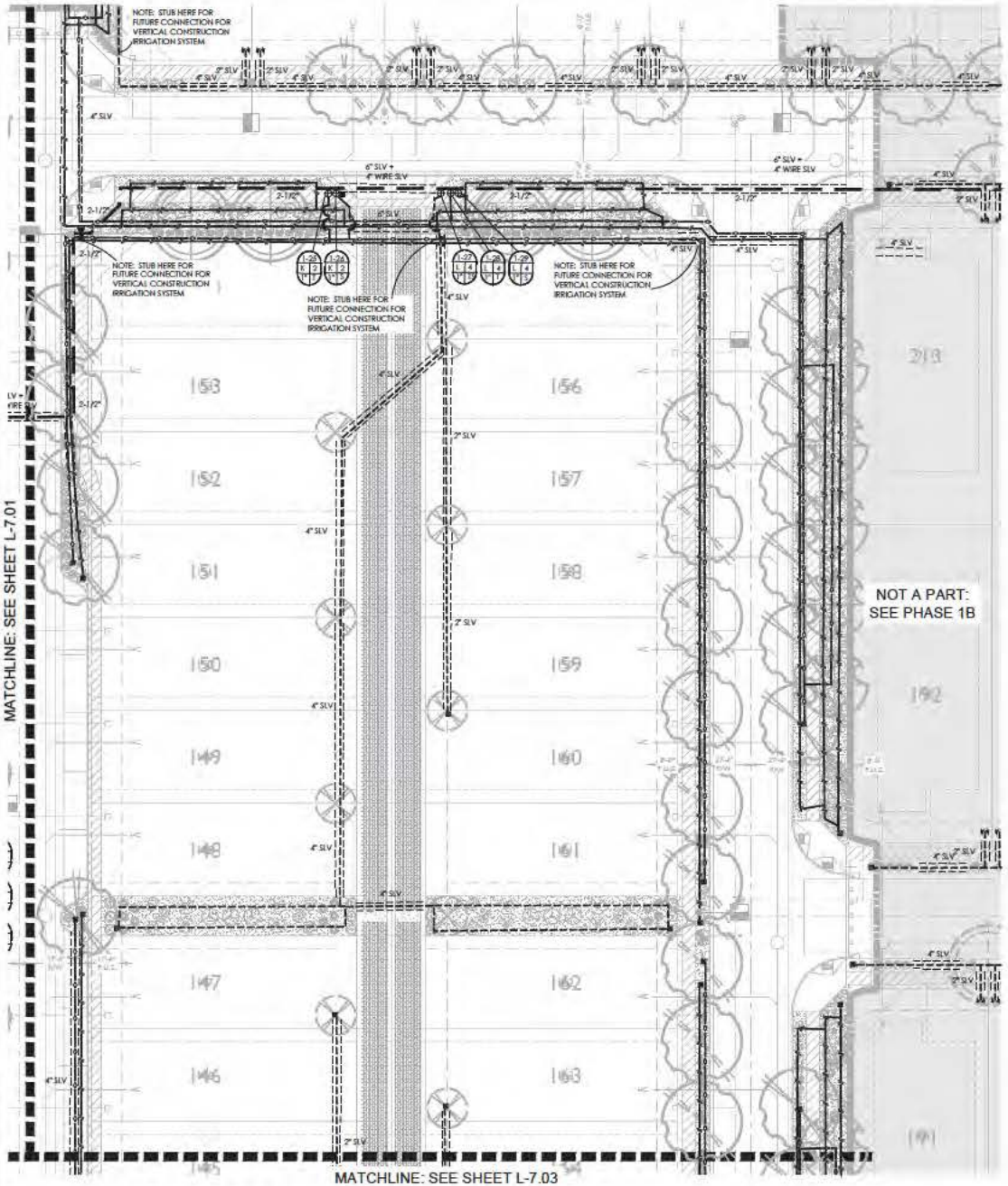


19-0751

KEY MAP

6.) LOCATE TAN VALVE BOXES IN PLANTER AREAS--NOT IN TURF.

7.) CONTRACTOR SHALL PROVIDE THREE #HK44 HUNTER QUICK-COUPLER KEYS WITH HS1 HOSE SWIVELS.

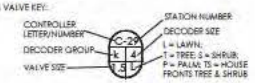
8.) CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
C. CONFIRMATION OF COMMUNICATION BETWEEN CONTROLLER & ELECTRIC VALVES.
D. VERIFY CONTINUITY ON ALL COMMUNICATION CABLES.
E. VERIFY COMMUNICATION WITH WEATHER STATION (IF APPLICABLE).

9.) AN 18 GAGE, BLUE TRACER WIRE SHALL BE INSTALLED WITH 2 INCH AND LARGER MAIN LINES & INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.

10.) COATES IRRIGATION CONSULTANTS SHALL LAY OUT ALL SPRINKLERS 25' OR GREATER IN RADIUS, AND SHALL DPS-MAP SPRINKLERS, MAINLINE, VALVES, AND CONTROLLERS TO COORDINATE CONSTRUCTION RECORDS. CONTRACTOR SHALL CONTACT CICI FOR FEES (480-481-0682).

11.) THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH IRRIGATION DESIGNER AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.

12.) VALVE KEY:



PIPE SIZING SCHEDULE:

CLASS 200 & SCHEDULE 40 PVC

GPM	SIZE
0-4	1/2"
5-8	3/4"
9-13	1"
14-20	1-1/4"
21-30	1-1/2"
31-53	2"
54-75	2-1/2"
76-115	3"

NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SIZE OF THE SPRINKLER HEAD INLET.

IRRIGATION SCHEDULE

MI-210 BOWSMITH MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)

MI-210 BOWSMITH MULTI-OUTLET EMITTER (1 PER 24" TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)

MI-220 BOWSMITH MULTI-OUTLET EMITTER (1 PER 36" TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)

PCB-10 HUNTER PRESSURE-COMPENSATING FLOOD BUBBLER 2 PER DATE PALM--NOT SHOWN (1.0 GPM @ 25 PSI PER BUBBLER)

- I-20-04-3.0 HUNTER ROTARY SPRINKLER (2.7 GPM @ 35 PSI)
- I-20-04-6.0 HUNTER ROTARY SPRINKLER (5.6 GPM @ 35 PSI)
- I-20-04-6.0 HUNTER ROTARY SPRINKLER (5.6 GPM @ 35 PSI)
- I-20-04-.75SR HUNTER ROTARY SPRINKLER (.58 GPM @ 30 PSI)
- I-20-04-1.5SR HUNTER ROTARY SPRINKLER (1.1 GPM @ 30 PSI)
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- PROS-04-CV-12Q HUNTER POP-UP LAWN SPRINKLER (0.61 GPM @ 25 PSI)
- PROS-04-CV-12H HUNTER POP-UP LAWN SPRINKLER (1.18 GPM @ 25 PSI)
- PROS-04-CV-12F HUNTER POP-UP LAWN SPRINKLER (2.45 GPM @ 25 PSI)
- ICV-FS-AS-ADJ-SERIES HUNTER ELECTRIC VALVE w/ PRESSURE REGULATOR SET AT 55 PSI. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES, WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
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- 975 WILKINS REDUCED PRESSURE BACKFLOW PREVENTER, SIZE PER METER.
- HQ44-1RC HUNTER QUICK-COUPLER VALVE
- AWWA CAST IRON, RUBBER-RING MAIN LINE ISOLATION GATE VALVE (3" & LARGER), 2" SIZE SHALL BE SCH 80 PVC BALL VALVE.
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SCHEDULE 40 PVC SLEEVING MATERIAL

NOTE:

1.) WATER SOURCE TO BE POTABLE METERS AS NOTED.

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Gilbert, Arizona 85234
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fax (480) 481-0939
www.coatesirrigation.com

NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

EPS GROUP
1130 N. Alma School Rd., Ste 120
Mesa, AZ 85201
T 480.503.2250 | F 480.503.2258
w w w . e p s g r o u p i n c . c o m

Project:
Fulton Homes Prasada
Phase 1A
Sayrita, Arizona

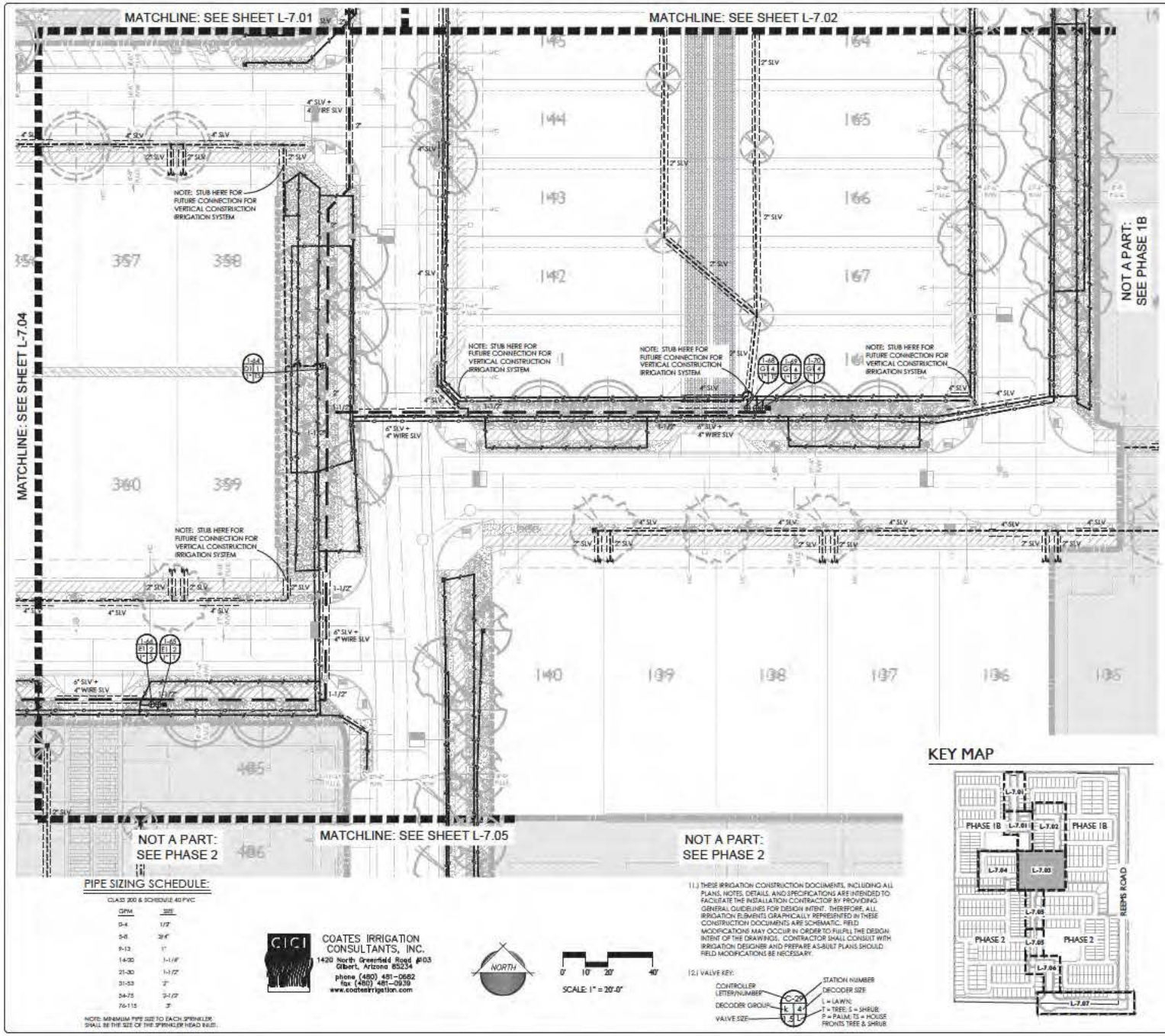
IRRIGATION PLAN

Revisions:
1st CD SUBMITTAL 03/17/2021
2nd CD SUBMITTAL 10/15/2021
4th CD SUBMITTAL 12/10/2021
5th CD SUBMITTAL 04/18/2022

Designer: CICI
Drawn by: CICI

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-7.02
22 of 31



19-0751

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NOTE:

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KEY MAP

PIPE SIZING SCHEDULE:

CLASS 200 & SCHEDULE 40 PVC

GPM	SIZE
0-4	1/2"
5-8	3/4"
9-13	1"
14-20	1-1/4"
21-30	1-1/2"
31-53	2"
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76-115	3"

NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SIZE OF THE SPRINKLER HEAD INLET.

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NORTH

0' 10' 20' 40'
SCALE: 1" = 20'-0"

12.) VALVE KEY:
CONTROLLER LETTER/NUMBER
DECODER GROUP
VALVE SIZE
STATION NUMBER
DECODER SIZE
L = LAWN; T = TREE; S = SHRUB; P = PALM; TS = HOUSE FRONTS TREE & SHRUB

11.) THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH IRRIGATION DESIGNER AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.

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Project:
Fulton Homes Prasada
Phase 1A
Sepulveda, Arizona

IRRIGATION PLAN

Revisions:
1st CD SUBMITTAL 09/17/2021
2nd CD SUBMITTAL 10/15/2021
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5th CD SUBMITTAL 06/15/2022

Designer: CICI
Drawn by: CICI

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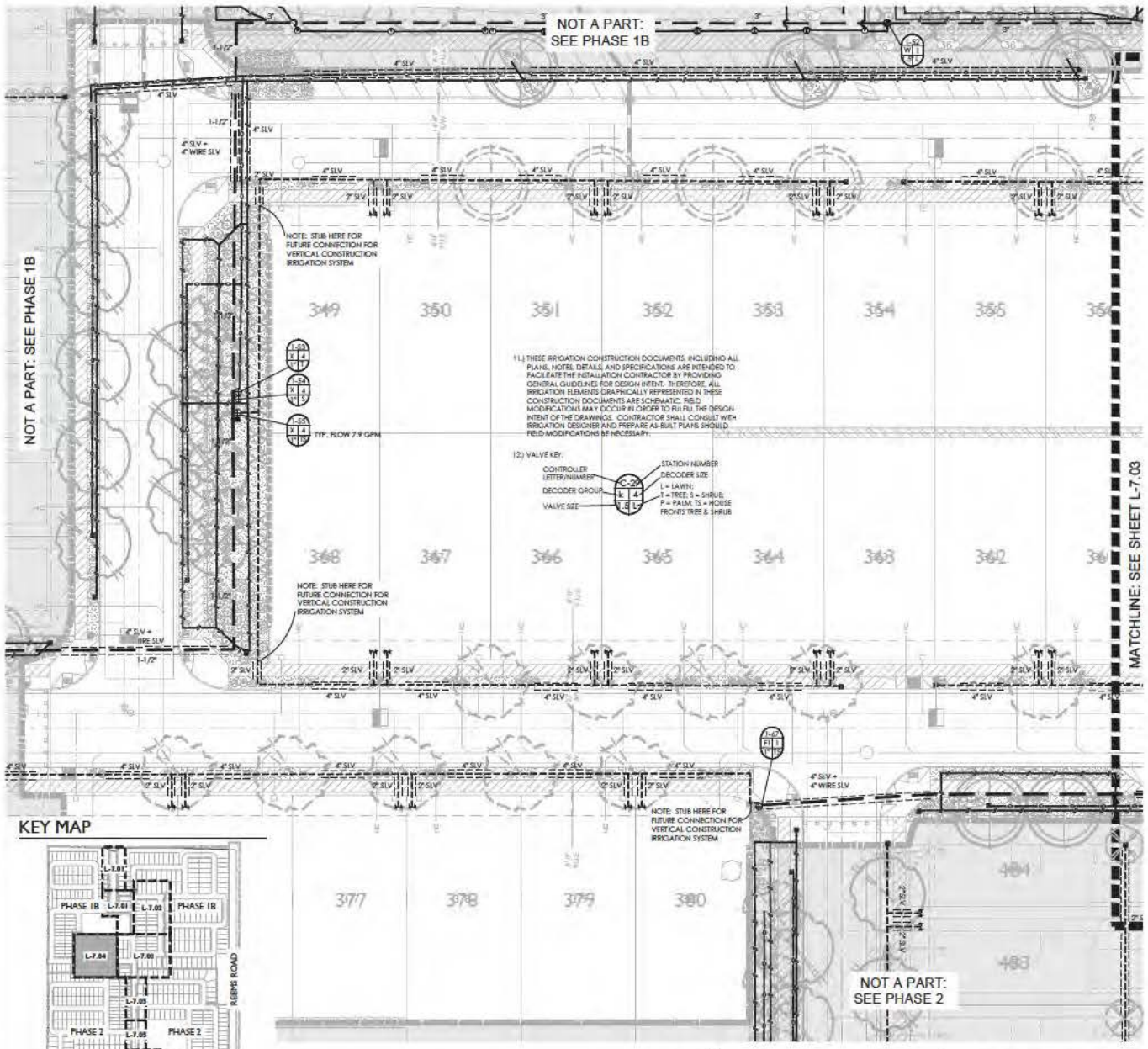

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Project: Fulton Homes Prasada Phase 1A
Sanitas, Arizona

IRRIGATION PLAN

Revisions:
1st CD SUBMITTAL 09/17/2021
2nd CD SUBMITTAL 10/19/2021
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Designer: CICI
Drawn by: CICI

Job No. 19-0751

CONSTRUCTION DOCUMENTATION

Sheet No. L-7.04

24 of 31

19-0751

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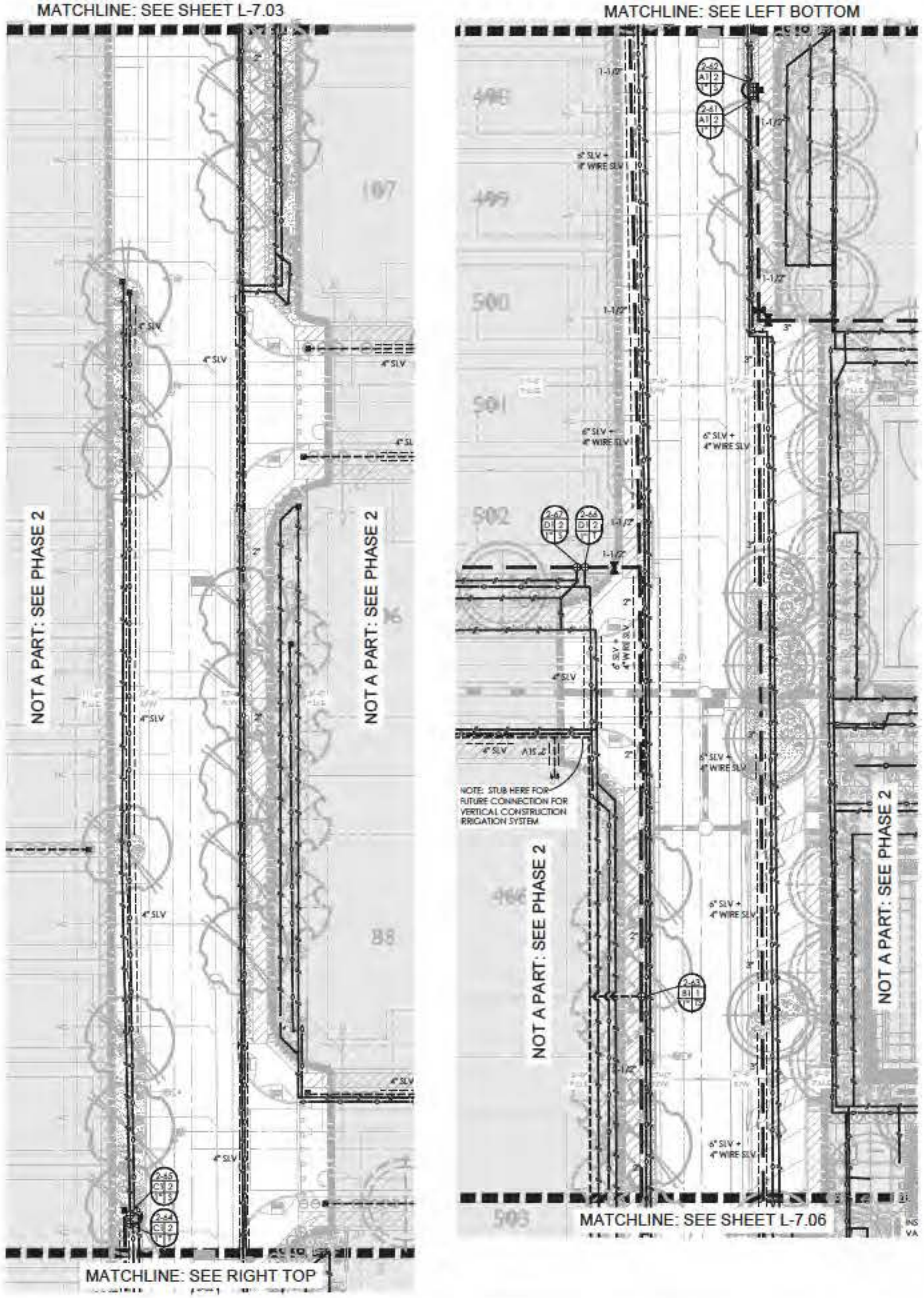

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- I-20-04-3.0 HUNTER ROTARY SPRINKLER (2.7 GPM @ 35 PSI)
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- PROS-04-CV-12Q HUNTER POP-UP LAWN SPRINKLER (0.61 GPM @ 25 PSI)
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- ICV-FS-AS-ADJ-SERIES HUNTER ELECTRIC VALVE w/ PRESSURE REGULATOR SET AT 55 PSI. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES, WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- ICV-101C-FS HUNTER ELECTRIC VALVE FOR EMITTER SYSTEM INCLUDES: HY-100 HUNTER WYE STRAINER (150 MESH); AND PMR4DMF4F4FV 1" HUNTER PRESSURE REGULATOR. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES, WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
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- 975 WILKINS REDUCED PRESSURE BACKFLOW PREVENTER. SIZE PER METER.
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- AWWA CAST IRON, RUBBER-RING MAIN LINE ISOLATION GATE VALVE (3" & LARGER). 2" SIZE SHALL BE SCH 80 PVC BALL VALVE.
- ICV-FS-SERIES HUNTER ELECTRIC MASTER VALVE. INSTALL HUNTER ICD-SERIES DECODERS AT MASTER VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES, WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- FS-150R 1.5" RAIN BIRD FLOW SENSOR (1" SIZE FOR SMALLER METERS)
- MHT-3/4" -MANUAL DRIP FLUSH DEVICE
- CLASS 200 PVC PIPE--MAINLINE (2-1/2" & SMALLER). RUBBER-RING CLASS 200 FOR 3" AND LARGER WITH DUCTILE IRON FITINGS & TAPS WITH CONCRETE THRUST BLOCKS. SADDLES FOR VALVE TAPS. INSTALL DETECTABLE WARNING TAPE AND TRACER WIRE PER SPECIFICATIONS.
- CLASS 200 PVC PIPE--TURF LATERALS. SOLVENT WELD.
- CLASS 200 PVC PIPE--TO PALM BUBBLERS. SOLVENT WELD.
- 3/4" CLASS 200 PVC PIPE-TO TREE EMITTERS. SOLVENT WELD.
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- 3/4" CLASS 200 PVC PIPE-TO EMITTERS AT HOUSE FRONTS. SOLV. WELD.
- SCHEDULE 40 PVC SLEEVING MATERIAL

NOTE:

1.) WATER SOURCE TO BE POTABLE METERS AS NOTED.

2.) INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLER TO VALVES, WITH GROUNDING EVERY 1000 MIN PER MANUFACTURER'S GUIDELINES.

3.) INSTALL AIR-RELIEF VALVES AS SHOWN TO EVACUATE AIR FROM PIPES CREATED BY BOOSTER PUMPS.

4.) ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN SCHEDULE 40 PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL WIRE SLEEVE ADJACENT TO PIPE SLEEVE AT PAVED CROSSINGS.

5.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PER STANDARDS AND CODES WHETHER OR NOT SHOWN.

6.) LOCATE TAN VALVE BOXES IN PLANTER AREAS--NOT IN TURF.

7.) CONTRACTOR SHALL PROVIDE THREE #HK44 HUNTER QUICK-COUPLER KEYS WITH HS1 HOSE SWIVELS.

8.) CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
C. CONFIRMATION OF COMMUNICATION BETWEEN CONTROLLER & ELECTRIC VALVES.
D. VERIFY CONTINUITY ON ALL COMMUNICATION CABLES.
E. VERIFY COMMUNICATION WITH WEATHER STATION (IF APPLICABLE).

9.) AN 18 GAGE, BLUE TRACER WIRE SHALL BE INSTALLED WITH 2 INCH AND LARGER MAIN LINES; 6 INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.

10.) COATES IRRIGATION CONSULTANTS SHALL LAY OUT ALL SPRINKLERS 25' OR GREATER IN RADIUS, AND SHALL GPS-MAP SPRINKLERS, MAINLINE, VALVES, AND CONTROLLERS TO COORDINATE CONSTRUCTION RECORDS. CONTRACTOR SHALL CONTACT CICI FOR FEES (480-481-0682).

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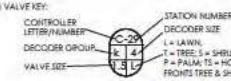

PIPE SIZING SCHEDULE:

CLASS 200 & SCHEDULE 40 PVC

GPM	SIZE
0-4	1/2"
5-8	3/4"
9-13	1"
14-20	1-1/4"
21-30	1-1/2"
31-53	2"
54-75	2-1/2"
76-115	3"

NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SIZE OF THE SPRINKLER HEAD INLET.

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w w w . e p s g r o u p i n c . c o m

Project:
Fulton Homes Prasada
Phase 1A
Surprise, Arizona

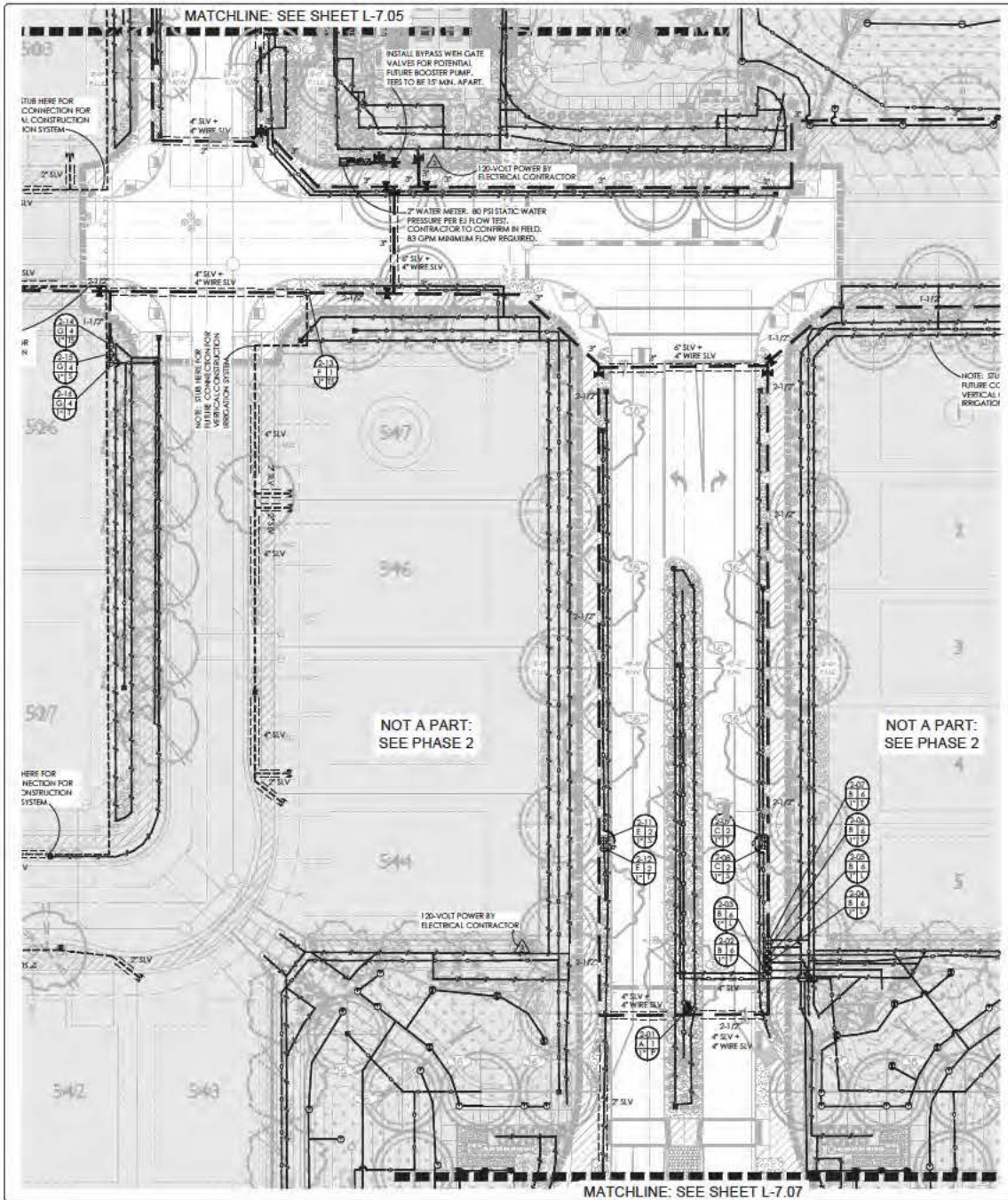
IRRIGATION PLAN

Revisions:
1st CD SUBMITTAL 09/17/2021
2nd CD SUBMITTAL 10/19/2021
4th CD SUBMITTAL 12/10/2021
5th CD SUBMITTAL 04/15/2022

Designer: CICI
Drawn by: CICI

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-7.05
25 of 31



KEY MAP

6.) LOCATE TAN VALVE BOXES IN PLANTER AREAS--NOT IN TURF.

7.) CONTRACTOR SHALL PROVIDE THREE #HK44 HUNTER QUICK-COUPLER KEYS WITH HSI HOSE SWIVELS.

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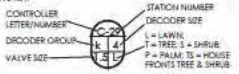

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5-8	3/4"
9-13	1"
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54-75	2-1/2"
76-115	3"

NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SIZE OF THE SPRINKLER HEAD INLET.

IRRIGATION SCHEDULE

ML-210 BOWSMITH MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)

ML-210 BOWSMITH MULTI-OUTLET EMITTER (1 PER 24" TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)

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NOTE:

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0' 10' 20' 40'

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Project:
Fulton Homes Prasada
Phase 1A
Surprise, Arizona

IRRIGATION PLAN

Revisions:
1st CD SUBMITTAL (09/17/2021)
2nd CD SUBMITTAL (10/19/2021)
4th CD SUBMITTAL (12/10/2021)
5th CD SUBMITTAL (04/18/2022)

Designer: CICI
Drawn by: CICI

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-7.06
26 of 31

19-0751

19-0751

PIPE SIZING SCHEDULE:

CLASS 200 & SCHEDULE 40 PVC:

GPM	SIZE
0-4	1/2"
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9-13	1"
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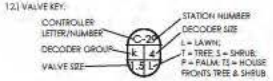

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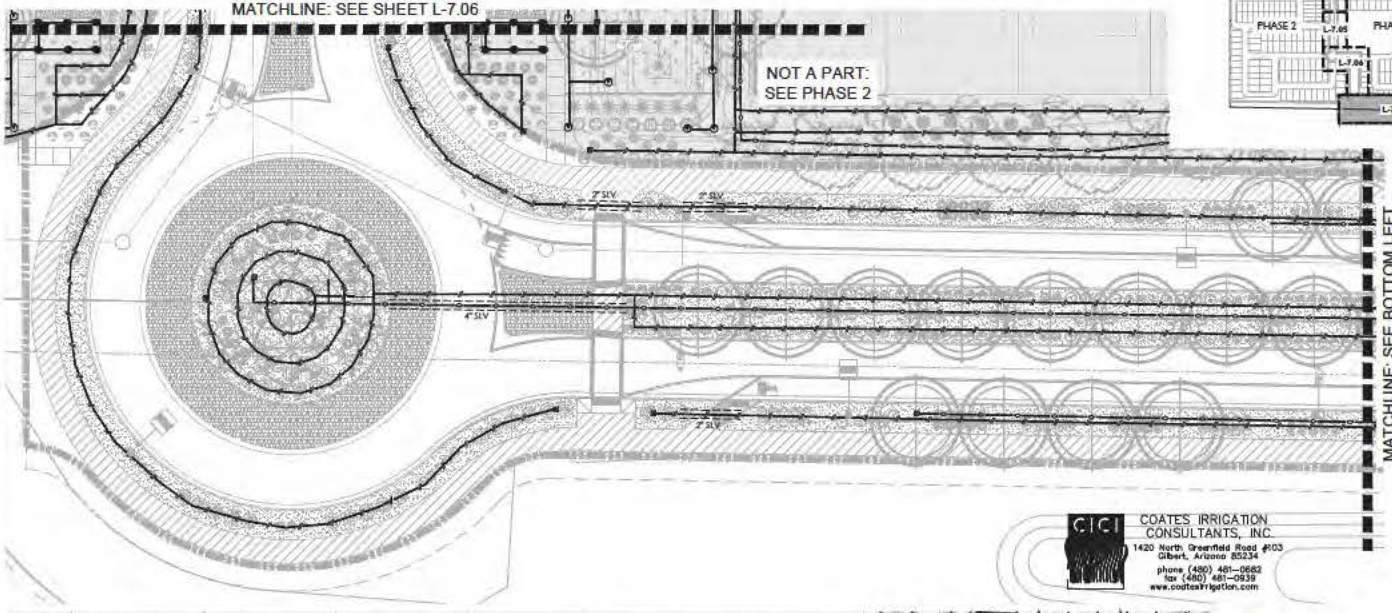

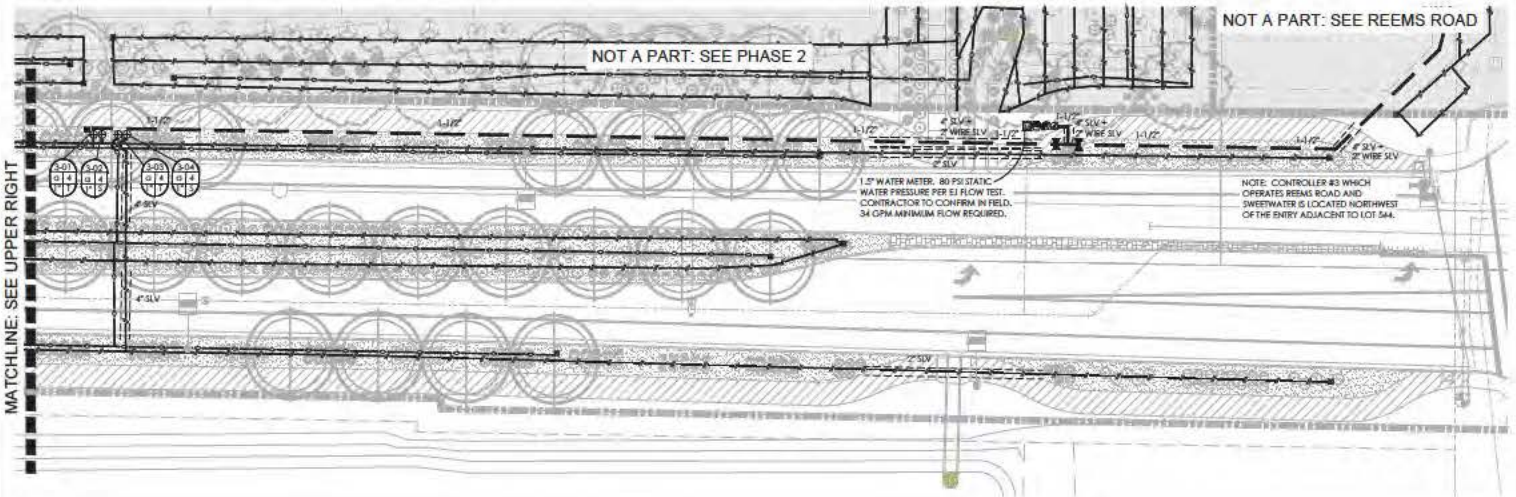

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EPS GROUP

Project:
Fulton Homes Prasada
Phase 1A
Surprise, Arizona

IRRIGATION PLAN

Revisions:
1st CD SUBMITTAL (09/17/21)
2nd CD SUBMITTAL (10/15/21)
3rd CD SUBMITTAL (12/10/21)
4th CD SUBMITTAL (01/19/22)
5th CD SUBMITTAL (04/15/22)

Designer: CICI
Drawn by: CICI

Job No.
19-0751

CONSTRUCTION DOCUMENTATION

Sheet No.
L-7.07
27 of 31

COATES IRRIGATION CONSULTANTS, INC.
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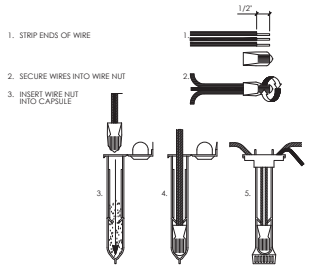
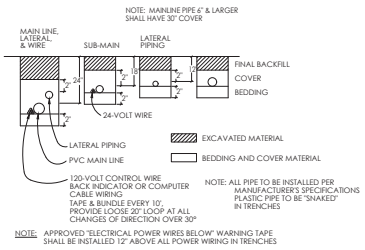
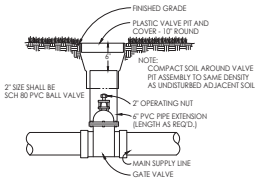
w w w . e p s g r o u p i n c . c o m



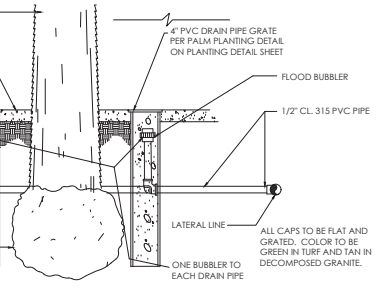
DIRECT-BURY WIRE SPLICE



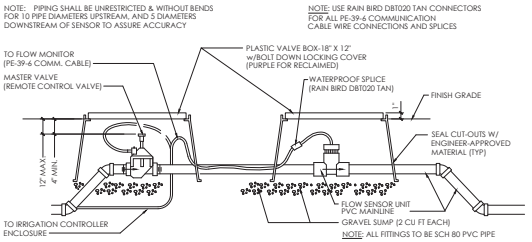
TRENCHING DETAIL



GATE VALVE ASSEMBLY



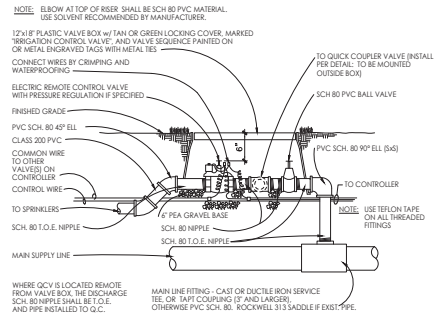
DATE PALM BUBBLER ASSEMBLY



MASTER VALVE/FLOW SENSOR DETAIL

FLOW SENSOR DISTANCES SCHEDULE

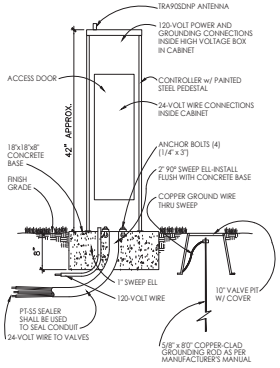
PIPE SIZE	CLEAR DISTANCE UPSTREAM	CLEAR DISTANCE DOWNSTREAM
1"	10"	5"
1-1/4"	12.5"	6.25"
1-1/2"	15"	7.5"
2"	20"	10"
2-1/2"	25"	12.5"
3"	30"	15"
4"	40"	20"
6"	60"	30"
8"	80"	40"
10"	100"	50"
12"	120"	60"



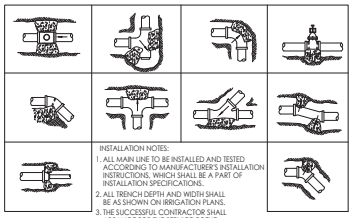
REMOTE CONTROL VALVE ASSEMBLY

NOTE
1. ALL WIRING TO BE INSTALLED PER LOCAL CODE.
2. SEE MANUAL FOR MOUNTING INSTRUCTIONS.
3. 900-MHz RADIO, RADIO TRANSFORMER, DUPLEX OUTLET, ETC. TO BE MOUNTED INSIDE PEDESTAL. INSTALL RG58 CABLE (MMALE TO INC MALE) TO ANTENNA.

CONTRACTOR SHALL INSTALL ONE COMMUNICATION CABLE TO NORTH & WEST, AND SEPARATE CABLE TO SOUTH & EAST



PEDESTAL-MOUNT CONTROLLER



INSTALLATION NOTES:
1. ALL MAIN LINE TO BE INSTALLED AND TESTED ACCORDING TO MANUFACTURER'S INSTALLATION INSTRUCTIONS, WHICH SHALL BE A PART OF INSTALLATION SPECIFICATIONS.
2. ALL TRENCH DEPTH AND WIDTH SHALL BE AS SHOWN ON IRRIGATION PLANS.
3. THE SUCCESSFUL CONTRACTOR SHALL ARRANGE FOR THE SERVICE OF THE MANUFACTURER'S QUALIFIED INSTRUCTOR.
4. ALL FITTINGS INCLUDING VALVE TAPS FOR RUBBER-RING PIPE SHALL BE CAST OR DUCTILE IRON FOR PVC, AND SHALL BE THRUST-BLOCKED; SADDLES ON APPROVAL ONLY.

TYPICAL THRUST BLOCK FOR BELL & RING PIPE

Fulton Homes Prasada
Phase 1A
Surprise, Arizona

Project:

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Designer: CICI
Drawn by: CICI

33823 BRADLEY PARTELL
ARIZONA U.S.A.

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-8.01
28 of 31

19-0751

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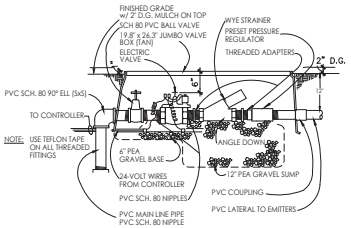
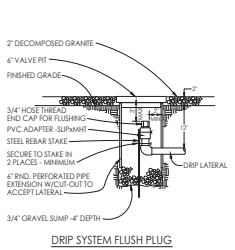
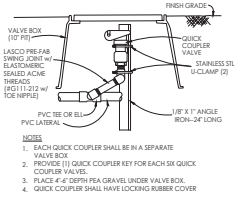


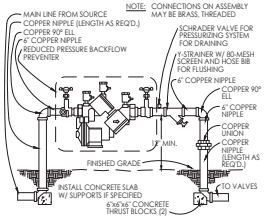
EMITTER VALVE MANIFOLD



DRIP SYSTEM FLUSH PLUG



QUICK-COUPLER VALVE IN BOX

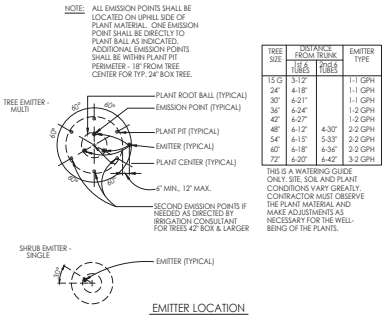


REDUCED PRESSURE BACKFLOW PREVENTER

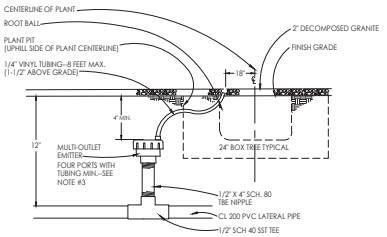
NOTE: ALL EMISSION POINTS SHALL BE LOCATED ON UPHILL SIDE OF PLANT MATERIAL. ONE EMISSION POINT SHALL BE DIRECTLY TO PLANT BALL AS INDICATED. ADDITIONAL EMISSION POINTS SHALL BE WITHIN PLANT PIT PERIMETER - 18" FROM TREE CENTER FOR TYP. 24" BOX TREE.

TREE SIZE	DISTANCE FROM TRUNK		EMITTER TYPE
	1 @ 4 TUBES	4 @ 6 TUBES	
15 G	3-12"		1-1 GPH
24"	4-18"		1-1 GPH
30"	6-21"		1-1 GPH
36"	6-24"		1-2 GPH
42"	6-27"		1-2 GPH
48"	6-12"	4-30"	2-2 GPH
54"	6-15"	5-33"	2-2 GPH
60"	6-18"	6-36"	2-2 GPH
72"	6-20"	6-42"	3-2 GPH

THIS IS A WATERING GUIDE ONLY. SITE, SOIL AND PLANT CONDITIONS VARY GREATLY. CONTRACTOR MUST OBSERVE THE PLANT MATERIAL AND MAKE ADJUSTMENTS AS NECESSARY FOR THE WELL-BEING OF THE PLANTS.

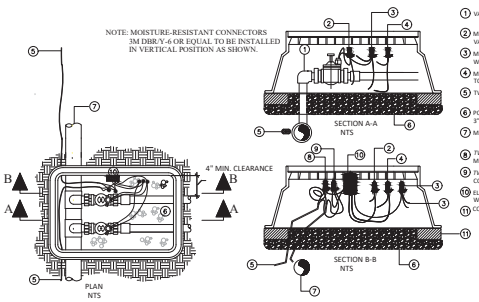


EMITTER LOCATION

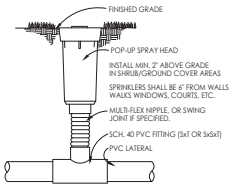


NOTE:
1.) EMISSION POINTS SHALL BE LOCATED UPHILL OF PLANT, SUPPLYING WATER TO ROOTBALL.
2.) AT LEAST ONE EMITTER TUBE TO BE LOCATED WITHIN 4 INCHES OF PLANT CENTER LINE.
3.) FOUR HOLES OPEN INITIALLY, WITH TUBING SPACED EQUALLY AROUND THE DRIP LINE OF TREE.

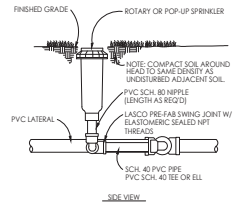
MULTI-OUTLET EMITTER



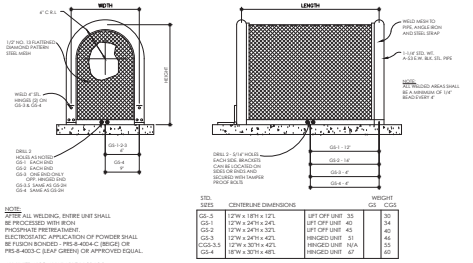
ELECTRIC VALVE *DECODER* INSTALLATION NTS



POP-UP SPRAY HEAD



TURF SWING JOINT RISER ASSEMBLY



STD. SIZES	CENTERLINE DIMENSIONS		WEIGHT GS	WEIGHT CGS
GS-.5	12"W x 18"H x 12"L	LIFT OFF UNIT	35	35
GS-1	12"W x 24"H x 24"L	LIFT OFF UNIT	40	34
GS-2	12"W x 24"H x 32"L	LIFT OFF UNIT	45	40
GS-3	12"W x 24"H x 42"L	HINGED UNIT	51	46
CGS-3.5	12"W x 32"H x 42"L	HINGED UNIT	N/A	55
GS-4	18"W x 30"H x 48"L	HINGED UNIT	62	60

BACKFLOW PREVENTER ENCLOSURE

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Surprise, Arizona

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Designer: CICI
Drawn by: CICI

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CONSTRUCTION DOCUMENTATION

Sheet No. L-8.02

29 of 31

19-0751

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www.coatesirrigation.com

PUMP NOTES:

1.) A 3'-0" MINIMUM CLEARANCE SHALL BE MAINTAINED BETWEEN ANY PIECE OF APPARATUS ON THE PUMP STATION AND THE WALL, IF ANY ENCLOSURE IS TO BE INSTALLED.

2.) PUMP ENCLOSURE SHALL BE COORDINATED BY THE CONTRACTOR ACCORDING TO LOCAL CODES AND PUMP STATION SHOP DRAWINGS.

3.) FINAL RECOMMENDATIONS, PERMITS, AND APPROVALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR PROPER COORDINATION.

4.) PUMP STATION SHALL BE IN AN ENCLOSURE TO PROTECT IT FROM THE WEATHER, AS PER ARCHITECT'S PLANS AND SPECIFICATIONS. SLOPE PAD FOR DRAINAGE.

5.) REFER TO MANUFACTURER'S SHOP DRAWINGS FOR EXACT DIMENSIONS.

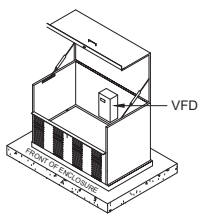
6.) PROTECTION FROM FREEZING:
ABOVE-GROUND EQUIPMENT WITH EXPOSED CONTROL PIPING SHALL BE PROTECTED FROM FREEZING BY:
A. WRAPPING CONTROL PIPING WITH INSULATION.

7.) GROUNDING IS REQUIRED FOR THE PUMP STATION. CONTRACTOR SHALL INSTALL COPPER-CLAD GROUND ELECTRODES (PER INDUSTRY STANDARDS), WITH 10 OHMS MAXIMUM RESISTANCE. PROVIDE REPORT FOR RESISTANCE TEST.

PUMP STATION SPECIFICATIONS:
NAME: FULTON PRASADA
STATION MODEL: WMBV-5000-7A-5-460-3-100-90
STATION TOTAL PERFORMANCE: 100 GPM @ 90 PSI
DYNAMIC INLET PRESSURE: 60 PSI
BOOST PRESSURE: 30 PSI
REGULATED DISCHARGE PRESSURE: 90 PSI
PUMP HORSEPOWER:
PUMP NO.1: 5HP (3600RPM)
CHECK VALVE SIZES:
PUMP NO.1 3"
ISOLATION VALVE SIZES:
DISCHARGE ISOLATION VALVE SIZE: 3"
DISCHARGE MANIFOLD SIZE: 3"

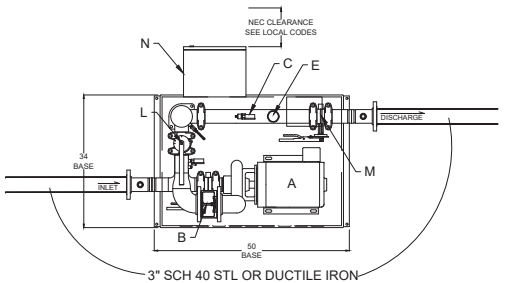
POWER REQUIREMENTS: 460V, 60 HZ, 3PHZ, 12FLA (EST.)
EXHAUST FAN REQUIREMENTS: 240CFM

STATION COMPONENTS:
A PUMP AND MOTOR
B CHECK VALVE
C PRESSURE TRANSDUCER WITH GAUGE
D BYPASS VALVE
E FLOW SENSOR
F TEMP SENSOR
G STATION FAN HOOD MOUNTED
H PUMP INTAKE ISOLATION VALVE
I MARINE GRADE ALUMINUM ENCLOSURE (UNPAINTED)
J VFD WITH PUMP CONTROLLER
K STAINLESS STEEL BASE (UNPAINTED)
L PUMP DISCHARGE ISOLATION VALVE
M STATION DISCHARGE ISOLATION VALVE
N DEAD-FRONT DISCONNECT



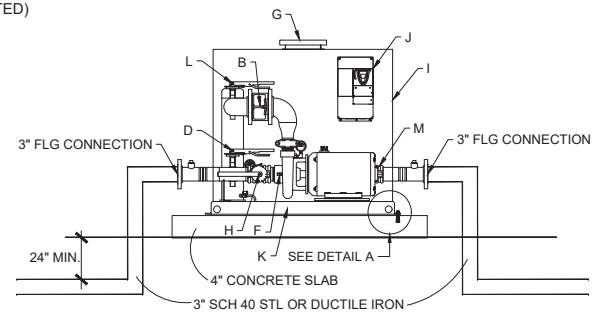
ENCLOSURE
ISOMETRIC VIEW

NOTE: THE PHASE 1 / P.O.C. #1 BOOSTER PUMP IS LOCATED WITHIN PHASE 1A



3" SCH 40 STL OR DUCTILE IRON ABOVE GROUND. CHANGE TO PVC UNDERGROUND AFTER ELBOW.

NOTE: BOOSTER PUMP IS NOT REQUIRED UNLESS DESIGNATED BY OWNER.



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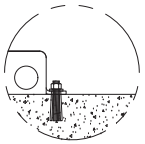
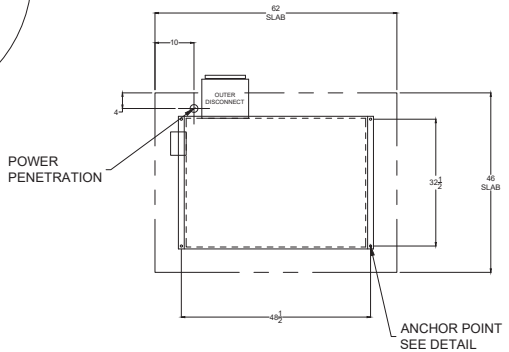
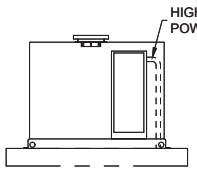

DETAIL "A"
CONCRETE ANCHOR
TYPICAL (4) LOCATIONS



BASE & SLAB DETAIL



BACK OF ENCLOSURE

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Fulton Homes Prasada
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IRRIGATION_BOOSTER_PUMP

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Designer: CICI
Drawn by: CICI

33823 BRADLEY DAVID MARTELL REGISTERED LANDSCAPE ARCHITECT ARIZONA U.S.A.

Job No. 19-07511
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Sheet No. L-8.03
30 of 31

19-07511

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IRRIGATION SPECIFICATIONS

PART I - GENERAL

1.01 WORK INCLUDED

Work of this Section generally includes a provision of an underground irrigation system including the following:

1. Trenching, stockpiling excavation materials, and refilling trenches.
2. Complete systems including but not limited to piping, pump station, assemblies, valves, fittings, heads, controller wiring, and final adjustments to ensure efficient coverage as determined by Architect.
3. Water connections.
4. Replacements of unsatisfactory materials.
5. Clean-up, inspection, and approval.
6. Tests.

1.02 REFERENCES

Perform Work in accordance with requirement of Conditions of the Contract and Division 01 - General Requirements as well as provisions of all applicable laws, codes, ordinances, rules and regulations. Conform to requirements of reference information listed below, except where more stringent requirements are shown or specified in Contract Documents.

1. American Society for Testing and Materials (ASTM) - Specifications and Test Methods specifically referenced in this section.
2. Underwriters Laboratories (UL) - UL Wires and Cables.

1.03 QUALITY ASSURANCE

Installer Qualifications - Installer shall have had considerable experience and demonstrated ability in the installation of irrigation system(s) of specified type(s) in a neat, orderly, and responsible manner in accordance with recognized standards of workmanship. To demonstrate ability, experience, and financial stability necessary for this project, submit if requested by Consultant, prior to contract award the following:

1. List of 3 projects completed in the last 2 years of similar complexity to this Project. Description of projects shall include:
   a. Name of project.
   b. Location.
   c. Owner.
   d. Brief description of work and project budget.
2. Current company financial statement.

Special Requirements:

a. Tolerances - Specified depths of pressure supply lines and laterals and pitch of pipes are minimums. Settlement of trenches is cause for removal of finish grade treatment, refilling, recompaction, and repair of finished grade treatment.

b. Coordination with Other Contracts - Protect, maintain, and coordinate Work with Tasks under other sections.

c. Damage to Other Improvements - Contractor shall replace or repair damage to grading, soil preparation, seeding, sodding, or planting done under other Sections during work associated with installation of irrigation system at no additional cost to the Owner.

d. Work involving substantial plumbing for installation of backflow preventers, copper service, and related work shall be executed by licensed and bonded plumber(s), performed in accordance with all prevailing codes and regulations.

e. Work involving connection to, installation, or extension of 120 volt or greater electrical service shall be executed by a licensed and bonded electrician, performed in accordance with all prevailing codes and regulations.

1.04 SUBMITTALS

Prepare and make submittals in accordance with conditions of the Contract prior to installation.

STAKING, CONSTRUCTION RECORD DRAWINGS, AND PROGRAMMING:

1. Coates Irrigation Consultants Inc. (CICI) shall stake the locations of all sprinklers 25-feet in radius or greater with the assistance of Contractor (refer to Section 3.02-1, and contact CICI prior to Bid for staking fees). CICI shall use the GPS collection method to record the rotary sprinklers, mainline routing, electric and gate valves, and controllers; and provide plan copy to Contractor. Contractor shall draw lateral piping, controller station numbers, and all other record information on the Field Record. At end of every day, revise Field Record for all work accomplished that day in RED ink. The Field Record Plan(s) shall be available at the Project Site for review. Upon completion of Project, Contractor shall submit Field Record Plan for review, prior to final acceptance.

   Record plans shall be to same scale and in the same format as designed plans.

2. Following approval of Field Record Plan by the Architect and Consultant, the Contractor shall submit the Field Record Plan with ALL changes, additions, and modifications performed during the project installation to Consultant. Consultant (CICI) shall create a digital Construction Record from the information provided by Contractor. The digital Construction Record file shall be generated as follows:
   a. PDF: Contractor shall contract with Coates Irrigation Consultants Inc. (CICI) to combine all Field Record information and GPS data for locations of water source(s), mainline routing, valves, controllers, and basic features to correspond with the site plan. This digital file shall be placed into sheet form as required, and Portable Document Format (PDF) files created as the Construction Record. Contractor shall contact CICI prior to Bid for fees for GPS data collection and creation of digital Construction Record.

3. Consultant will not certify any pay request submitted by the Contractor if the Field Record drawings are not current, and processing of pay request will not occur until Field Records are updated.

4. Consultant (CICI) shall collect the field controller data for programming purposes, if Contractor is unable to collect data or if the process delays project completion. Contractor shall contact CICI for fees for this collection.

5. Prior to scheduling walk-through for substantial completion, Contractor is to submit all Field Record information to the Consultant for approval.

6. Contractor shall also provide both a hard copy and Electronic Form version of the Controller Data Sheets to the Consultant. Hard copy and Electronic Forms shall be provided to the Contractor by Coates Irrigation Consultants Inc.

CONTROLLER CHARTS - Do not prepare controller charts until Construction Record (as-built) drawings have been approved by the Consultant.

1. Provide controller chart, automatic controller.
2. Controller drawing may be same size reproduction of the record drawing, if scale permits fitting them inside the controller door without folding drawing. If photo reduction prints are required, keep reproduction to maximum size possible to retain full legibility. Chart may also be controller Data Sheet as for central-satellite systems, if approved by Consultant.
3. Controller chart shall be bond print of actual as-built system, showing area covered by that controller; or Controller Data Sheet showing information on each station, and with complete description of each station's location.
4. Identify area of coverage of each remote control valve, using a distinctly different pastel color for each zone. Highlight heads, lateral piping, and control valves.
5. Following review of controller drawings by Consultant, hermetically seal each chart between two layers of 20 mm thick clear plastic.
6. Controller chart shall be completed and approved by Consultant prior to final completion walk-through of irrigation system.
7. Attach approved controller chart to inside of each controller door using self adhesive Velcro strips.

CONTROL SYSTEM PROCEDURES:

1. Contractor shall be responsible to provide and install all specified control equipment to result in a complete and working system, whether or not all appurtenances are shown on plans. System shall include controllers; all grounding and surge protection; and electrical control wiring.

   2. Following installation of each controller, contractor shall record all station data on a "Data Sheet" provided by the Consultant. This data shall include the type and quantity of irrigation devices on each station, nozzle type, arc, area of control (turf, trees, shrubs, etc.), valve size, gpm, location, etc. as shown on the Data Sheet.
   3. Prior to final walk-through for each area of the project, contractor shall confirm that the following has been accomplished:
      a. Construction record drawings per 1.04.1.
      b. Data Sheets for Controllers.

4. Consultant (CICI) shall provide the following programming services: station data, hydraulic tree, and programs and schedules in the irrigation computer. CICI shall not provide a visual, interactive map. Contractor shall contact CICI for fees for programming services prior to bid.

5. Product Warranty: Warranty" includes the following:
   a. Manufacturer's stated warranties shall apply on all products.
   b. It shall insure that an authorized representative will be at the job site within 24 hours of notification of a product problem.
   c. Warranty includes a one-year minimum product and labor warranty. If the product fails to meet project specifications, and the manufacturer's representative is unable to resolve the deficiency, the product will be replaced at no cost to the client with the product of their choice. This includes Contractor's labor for product replacement at their normal hourly rates.
   d. In the event of a product problem, and the Consultant is required to spend additional time not covered by their contract as a result of this problem, then the manufacturer will reimburse the Consultant for time and materials at their normal hourly rates.

   *Project Qualifications:
   a. The Consultant must be currently certified as an irrigation designer by the Irrigation Association, the American Society of Irrigation Consultants, or licensed in the project state to practice landscape architecture which includes irrigation design.
   b. The project must consist entirely of one manufacturer's products where applicable (i.e.: excluding pipe, fittings, & wiring). If any competitive products are INSTALLED on the project, the warranty will be the standard trade warranty as delineated in the manufacturer's product catalog.
   c. The manufacturer's representative must be notified in the event of a product problem at least twenty-four (24) hours prior to an in-field meeting.
   d. Installation must be certified by authorized representative in conformance to plans.

Operation Manual:

Submit 3 sets of Operations Manual to Consultant for approval, prior to scheduling the final completion walk-through. Manual is to include the following in a 1 x 3 ring binder:

1. Index sheet stating project name, and listing Contractor name, address, phone number, and contact person. Include same information for Primary Sub-Contractors.
2. Manufacturer cut sheets for all material components of irrigation system. Highlight or circle specific models or items.

1.05 DELIVERY, STORAGE and HANDLING

Deliver, unload, store and handle materials, packaging, bundling, products, in dry conditions,or a weatherproof manner, to prevent damage, breakage, deterioration, intrusion, ignition, and vandalism. Deliver in original unopened packaging containers prominently displaying manufacturer name, volume, quantity, contents, instructions, and conformance to local, state, and federal law. Remove and replace cracked, broken, or contaminated items or elements prematurely exposed to moisture, inclement weather, snow, ice, temperature extremes, fire, or job site damage.

Handling of PVC Pipe - Exercise care in handling, loading and storing of PVC pipe. All PVC pipe shall be transported in a vehicle which allows the entire length of pipe to lie flat so as not to subject it to undue bending or concentrated external loads. All sections of pipe that have been dented or damaged shall be discarded, and if installed, shall be removed and replaced with new piping.

1.06 JOBSITE CONDITIONS

Protection of Property:

1. Preserve and protect all trees, plants, monuments, structures, and paved areas from damage due to Work in this Section. In the event damage does occur, all damage to inanimate items shall be completely repaired or replaced to the satisfaction of the Owner. All injuries to living plants shall be repaired by the Owner, and all costs of such repairs shall be charged to and paid by the Contractor.

2. Protect buildings, walks, walls, and other property from damage. Flare and barricade open ditches. Damage caused to asphalt, concrete, or other building material surfaces shall be repaired or replaced at no cost to the Owner. Restore disturbed areas to original condition.

Existing Trees:

1. All trenching or other Work under limb spread of any and all evergreens or low branching deciduous material shall be done by hand or by other methods so as to prevent damage to limbs or branches.
2. Where it is necessary to excavate adjacent to existing trees, use all possible care to avoid injury to trees, and tree roots. Excavation in areas where 2 inch and larger roots occur shall be done by hand. Roots 2 inches and larger in diameter, except directly in the path of pipe conduit, shall be tunneled under and shall be heavily wrapped with burlap to prevent scarring or excessive drying. Where a trenching machine is operated close to trees having roots smaller than 2 inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, making clean cuts through roots. Roots 1 inch and larger in diameter shall be painted with two coats of "Tree Seal". Trenches adjacent to trees shall be closed within 24 hours, and when this is not possible, the side of the trench adjacent to the tree shall be kept shaded with moistened burlap or canvas.

Protection and Repair of Underground Lines:

1 Request proper utility company to stake exact location (including depth) of all underground utilities. Take whatever precautions necessary to protect these underground lines from damage. In the event damage does occur, all damages shall be repaired by Contractor unless other arrangements have been made.

Replacement of Paving and Curbs - Where trenches and lines cross existing roadways, paths, curbing, etc., damage to these shall be kept to a minimum and shall be restored to original condition.

1.07 WARRANTY/GUARANTY

Contractor shall warrant materials against defects for a period of one year from the date of Substantial Completion. Contractor shall guarantee workmanship for similar time period. Contractor shall be responsible for coordinating material warranty items with the manufacturer/distributor.

Settling of backfilled trenches which may occur during guaranty period shall be repaired by Contractor at no expense to the Owner, including complete restoration of damaged property.

Expenses due to vandalism before substantial completion shall be borne by Contractor.

Owner or representative maintenance company will maintain turf and planting areas during warranty period, so as not to hamper proper operation of the irrigation system.

1.08 MAINTENANCE

Furnish the following maintenance items to Owner prior to final Acceptance:

1. 2 sets of special tools required for moving, disassembling, and adjusting each type of sprinkler head and valve supplied on this project.
2. 2 keys for each automatic controller.
3. 3 quick coupler keys and matching hose swivels.

1.09 EXTRA STOCK

In addition to installation system furnish the following items to Owner:

1. 4 per 100 installed drip emitters of each type used.
2. 2 pop-up heads of each type used.

PART II - PRODUCTS

2.01 MATERIALS

General Piping:

Note: All piping for reclaimed water systems shall be purple colored, or wrapped with reclaimed "sock" or reclaimed marking tape, and main lines shall have detectable reclaimed marking tape in trench 12" above top of pipe.

1. Pressure Supply Lines (downstream of Pump Station) - Class 200 PVC, Solvent Weld Belled End for 2-1/2" and smaller, and rubber-ring joint for 3" and larger with ductile iron fittings & taps with concrete thrust blocks.
2. Non-pressure lines - Class 200 PVC, Solvent Weld Belled End.
3. Drip Piping - 1/2" Class 315 PVC, Solvent Weld unless otherwise specified on plans.
4. Emitter Tubing - by emitter manufacturer.

Plastic Pipe and Fittings:

1. Identification Markings:

a. All pipe to be identified with following indelible markings:
   1) Manufacturer's Name.
   2) Nominal pipe size.
   3) Schedule or class.
   4) Pressure Rating.
   5) NSF (National Sanitation Foundation) seal of approval.
   6) Date of extrusion.

b. All fittings including valve tags for rubber-ring pipe shall be cast or ductile iron, rubber-ring joint for PVC. Ductile iron fittings shall have the following characteristics:
   1) All ductile iron fittings and joint restraints shall have a fusion bonded epoxy coating on interior and exterior of the product surface, average of 12 mm thickness. Epoxy coating shall conform to the requirements of CSA Z245.20-20 and NSF 61 for water services. Tarbitumen coating will not be approved.
   2) All ductile iron pipe fittings, joint restraints, lateral isolation valves and mainline isolation gate valves shall be of the same manufacture which offers a 10-year warranty on products and replacement labor costs. Prior to installation, manufacturer shall provide documentation stating the above warranty information.

2. Solvent Weld Pipe - Manufactured from virgin polyvinyl chloride (PVC) compound in accordance with ASTM D2241 and ASTM D1784: cell classification 12345-B, Type 1, Grade 1.
   a. Fittings - Standard weight, Schedule 40, injection molded PVC; complying with ASTM D1784 and D2466, cell classification 12454-B.
      1) Threads - Injection molded type (where required).
      2) Tees and ells - Side gated.
   b. Threaded Nipples - ASTM D2464, Schedule 80 with molded threads.
   c. Joint Cement and Primer - Type as recommended by manufacturer of pipe and fittings.

Low Pressure/Volume Systems:

1. Emitters as indicated on drawings.
2. Drip Piping - manufactured of polyvinyl chloride compound conforming to ASTM D2241 and ASTM D1784, Type 1, Grade 1.
3. Fittings - Schedule 40 PVC, or as recommended by piping manufacturer.
4. Drip Valve Assembly - Type and size shown on drawings.
   a. Wye Strainer - Plastic/Fiberglass construction with 150 mesh nylon screen and blow out assembly.
   b. Control Valve - 2-way, solenoid pilot operated type made of synthetic, non-corrosive material; diaphragm-activated and slow closing. Include freely pivoted seat seal; retained (mounted) without attachment to diaphragm.
   c. Pressure Regulator - Plastic/Fiberglass construction, preset type with pressure setting per drawings.

Copper Pipe and Fittings:

1. Copper Pipe - Type K hard tempered.
2. Fittings - Wrought copper, solder joint type.
3. Joints - Soldered with solder, 45% silver, 15% copper, 16% zinc, and 24% cadmium and solids at 1125 F and liquids at 1145F.

Brass Pipe and Fittings:

1. Brass Pipe - 85% red brass, AMSI Schedule 40 screwed pipe.
2. Fittings - Medium brass, screwed 125 pound class.

Quick Coupling Valves - Brass two-piece body designed for working pressure of 150 psi, operable with quick coupler. Equip quick coupler with locking rubber cover (purple for reclaimed water if specified).

Valve Boxes:

Note: All box covers for reclaimed water systems shall be purple colored, and marked for reclaimed. Otherwise, valve box color to be selected based upon a review of the location and adjacent material by Owner and Landscape Architect prior to installation.

1.Drip Line Blow-out Stubs, and Wire Stub Box - Carson #910-12.
2. 1-inch through 2-inch Control Valves - Carson #1419-13B.
3. Drip Valve Assemblies - Carson #1419-13B.
4. Control Wiring Splices - Carson #910-12.
5. Main Line Gate Valves - Carson #910-12.
6. Air-Relief Valves - Carson #1419-13B.
7. Manual Drain Valves - Carson #1419-13B.
8. Pressure Reducing Valves - As shown on detail.

Electrical Control Wiring:

1. Low Voltage:
   a. Electrical Control Wire - AWG UF UL approved No. 14 gauge direct-burial copper wire for 2-wire decoder-based system communication cable wiring with grounding every 1000'; in 1" sch 40 PVC conduit with sealer at openings in valve boxes and controllers.
   b. Wire Colors:
      1) Communication cable: Blue for first control leg on controller.
      2) Communication cable: Red for second control leg on controller. Other colors for more control legs.
      3) Future Wires - Same as control and common wire (labeled at terminations). Stub for future, at each extreme end.
   c. If multiple controllers are utilized, and wire paths of different controllers cross each other, both common and control wires from each controller shall be different colors approved by Consultant.
   d. Wire connections for all valve and solenoid locations shall be UL 486D approved direct-bury wire connectors for wet / damp locations, rated up to 600 volts, as manufactured by Rain Bird model DB Series Wire Connector, or approved similar dry splice method. Wire connectors shall provide strain relief and have the wire nut / spring integrated into the housing. All 24-volt wire splices shall conform to National Electric Code (NEC) standards and all state, local and federal codes.
2. High Voltage - Type required by local codes and ordinances, of proper size to accommodate needs of equipment serviced.

Sprinkler Heads - As shown on drawings. Purple caps or nozzles for Reclaimed Water use.

Electric Control Valves - As noted on drawings. Purple handles for Reclaimed Water use. Install pressure regulating devices where specified on plans.

Pipe bedding material - Construction grade sand approved by Consultant.

Automatic Controller - As shown on drawings.

Manual Drain Valve - As shown on drawings.

Air-Relief Valve - As shown on drawings.

Pressure Reducing Valve - As shown on drawings.

Pump Station - As shown on drawings.

PART III - EXECUTION

3.01 INSPECTION

Examine areas and conditions under which Work of this Section is to be performed. Do not proceed with Work until unsatisfactory conditions have been corrected.

Grading operations, with the exception of final grading, shall be completed and approved by Owner prior to staking or installation of any portion of irrigation system except sleeving.

3.02 PREPARATION

Staking shall Occur as Follows:

1. For all projects with rotary sprinklers spaced at twenty-five feet (25') or greater, Consultant (CICI) shall lay out the sprinklers using wire flags with assistance from Contractor. Contractor shall contact CICI prior to Bid for Consultant's staking fees. For all projects or area segments with smaller sprinklers, Contractor shall lay out sprinklers and contact Consultant for review.
2. Mark with powdered lime or marking paint routing of pressure supply lines, and flag heads and control valve locations for first series of zones as directed by Consultant. Contact Consultant a minimum of 48 hours in advance and request a review of staking. Consultant will review staking and direct changes if required. Staking review does not relieve installer from coverage problems due to improper placement of heads after staking.

Install sleeving under all asphalt paving and concrete walks, prior to the installation of concrete or paving operations, to accommodate piping and wiring. Compact backfill around sleeves to 95% Standard Proctor Density within 2% of optimum moisture content in accordance with ASTM D1557.

Trenching - Trench excavation shall follow, as much as possible, layout shown on Drawings. Dig trenches straight, and support the pipe continuously on the bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed. Pressure supply line trenches shall be over-excavated as required to allow for bedding material. Trench depth shall be uniform as required to meet minimum depth requirements for the type of piping being installed.

1. Clearances:
   a. Piping smaller than 3 inches - Trenches shall have a minimum width of 7 inches. 12 inches for 3" and larger pipe.
   b. Line clearance - Provide not less than 6 inches of clearance between each line, and not less than 12 inches of clearance between lines of other trades.
   c. For Reclaimed Water systems, 2-foot vertical (below) and 6-foot horizontal separations from potable lines are required per industry standards.
2. Pipe and Wire Depth:
   a. Pressure Supply Piping - 24 inches from top of pipe (30 inches where 6" and larger pipe is on project).
   b. Non-pressure piping - 12 inches from top of pipe.
   c. Control Wiring - Side and bottom of pressure supply line.
   d. Drip piping - 12 inches from top of pipe.
   e. Emitter tubing - 12 inches from top of pipe (non slope plantings). 4 inches from the top of pipe (slopes 2:1 or greater).
3. Boring will be permitted only where pipe must pass under obstruction(s) which cannot be removed, and must be approved by Consultant if not specifically indicated on construction drawings. Final density of backfill shall match that of surrounding soil. Use of sleeves of suitable diameter is acceptable if installed first by jacking or boring, and pipe laid through sleeves. Observe same precautions as though pipe were installed in open trench.

3.03 INSTALLATION

Locate other equipment as near as possible to location designated on construction drawings. Deviations shall be approved by Consultant prior to installation.

PVC Piping:

1. Snake pipe in trench as much as possible to allow for expansion and contraction.
2. When pipe laying is not in progress, or at end of each day, close pipe ends with tight plug or cap. (Perform work in accordance with good practices prevailing in piping trades).
3. Coordinate pressure supply line installation with required locations of other utilities and excavation operations. Concrete thrust blocks or steel joint restraints shall be utilized for all rubber-ring joint fittings per industry standards. In sandy soil, mechanical joint fittings shall be used with short thrust blocks.
4. Stake all above-grade PVC piping per details.
5. Use 45-degree ells when making perpendicular crossings of above-grade PVC piping, to depress bottom pipe.
6. Lay pipe and make all plastic-to-plastic joints in accordance with manufacturer's recommendations.

Drip Piping:

1. Install fitting connections per manufacturer's recommendations.
2. Use threaded risers and Sch. 40 or Sch 80 fittings per details when making connections in drip piping for emitters and fittings.
3. Install drip line blow-out stubs at all dead ends of drip piping.
4. Any deviations from drip pipe routing shown on drawings must be approved by consultant prior to installation.

Control Wiring

1. Low Voltage Wiring:
   a. Bury control wiring between controller and electric valves in pressure supply line trenches, with wires consistently located below and to one side of pipe, on top of initial pipe bedding, or in separate trenches.
   b. Bundle all 24-volt wires at 10-foot intervals with electrical or duct tape.
   c. Provide an expansion loop at pressure supply line angle fittings, every electric control valve location (in valve box), and at minimum 500 feet intervals. Form expansion loop by wrapping wire at least 8 times around a 1-inch pipe and withdrawing pipe.
   d. Make splices and electric control valve connections using SureSplice SK 12-14 connectors or similar dry splice method.
   e. Install control wire splices not occurring at control valve in a separate splice valve box.
   f. Install one control wire for each control valve.
   g. Run 2 spare communication cable wires from controller pedestal to last electric control valve operated by controller on each and every leg of pressure supply line. Label spare wires at controller and wire stub box. Loop a minimum of 24" from all spare wires inside every control valve box operated by controller.
   h. Run all future control wires from controller pedestal to point indicated on drawings. Coil a minimum of ten (10) feet at termination and install in 10" round valve box. Label all wires at termination.
2. High Voltage Wiring for Automatic Controller
   a. Provide 120-volt power connection to automatic controller.

Automatic Controller:

1. Install controller in accordance with manufacturer's instructions as detailed and where shown on Drawings.
2. Connect remote control valves to controller in numerical sequence as shown on Drawings.
3. Final location of controller shall be approved by Consultant prior to installation.
4. Each controller shall have a dedicated separate ground wire and surge protection.
5. Above-ground conduit shall be rigid galvanized with appropriate fittings. Below-ground conduit shall be Schedule 40 PVC.

Quick Coupler Valves:

Install quick couplers on double swing-joint assemblies of Schedule 80 PVC piping; flush to grade. Angled nipple relative to pressure supply line shall be no more than 45 degrees and no less than 10 degrees. Install quick coupler as detailed.

Drip Valve Assemblies - Install drip valve assembly as detailed.

Drip Emitters - Install drip emitters as detailed.

Valve Boxes:

1. Install one valve box for each type of valve installed as detailed flush with grade for all sodded areas, and above-grade for all seeded areas.
2. Valve box extensions are not acceptable, except for master valve and flow sensor.
3. Install gravel sump after compaction of all trenches. Valve box to rest on gravel sump. Place final portion of gravel inside valve box after valve box is backfilled and compacted.
4. Install "Christy" stainless steel or 2.5" x 5" plastic valve label tags for each valve box (1-800-258-4583). Entire controller & station number shall be printed on each tag. Letter and number size shall be no smaller than 1/8 inch and no greater than 1/4 inches. Label each valve box as follows:
   a. Control valves - Controller letter and station number. Burn "DEC" into box cover for all electric valves with Decoders.
   b. Quick Coupler Valves - Label "QCV."
   c. Wire Splices - Label wire splices with the letters "W.S."
   d. Drip Piping Blow-out Stubs - Controller letter and station number of each drip piping blow-out.
   e. Gate Valves - Label with letters "GV" typical.
   f. Air-Relief Valves - Label with letters "ARV" typical.
   g. Manual Drain Valve - Label with letters "MDV."
   h. Pressure Reducing Valves - Label with letters "PRV" typical.
   i. Flow Sensors - Label with letters "FS" typical.
5. Valve box color to be selected based upon a review of the location and adjacent material by Owner and Landscape Architect prior to installation. These guidelines are typical of all installations unless water source is effluent. In that case all valve boxes no matter the location are to be purple in color and meet all applicable codes and ordinances.

Backflow Preventer - Install as detailed on Drawings if applicable.

Pump Station- Install as detailed on Drawings.

Electric Control Valves:

Install top of cross handle a maximum of 3 inches below finished grade where shown on Drawings and as detailed. When grouped together, allow a minimum of 12 inches between valve box sides. Space control valves accordingly. Install each remote control valve in a separate valve box. Install valve boxes flush with grade. When parallel to roadway, sidewalk or other permanent element or structure, control valve and box are to be installed perpendicular to element or structure, spaced equally. For athletic areas such as football fields where concrete curbs exists, place electric valves within one foot of curb.

Main Line Gate Valves - Install as detailed on Drawings.

Air-Relief Valves - Install as detailed on Drawings.

Control Wiring:

1. All control wiring to be laid to bottom and side of pressure supply line trench. Separate wire trenches will not be allowed unless approved by Consultant prior to installation.

Backfilling - Do not begin backfilling operation until required system tests have been completed. Backfill shall not be done in freezing weather except with prior written approval by Consultant. Leave trenches slightly mounded to allow for settlement after backfilling is complete. Trenches shall be finished graded prior to walk-through of system by Consultant.

1. All pressure supply lines shall be bedded with construction grade sand 4 inches below invert of pipe, to 6" above top of pipe and width of trench when site conditions are rocky or otherwise unfavorable.
2. Materials - Excavated material is generally considered satisfactory for backfilling purposes after completing bedding requirements. Backfill materials shall be free of rubbish, vegetative matter, frozen materials, and stones larger than 2 inches in maximum dimension. Do not mix subsoil with topsoil. Material not suitable for backfill shall be hauled away. Contractor shall be responsible for providing suitable backfill if excavated material is unacceptable, or not sufficient to meet backfill, compaction, and final grade requirements.
3. Do not leave trenches open for a period of more than 48 hours. Open excavations shall be protected in accordance with OSHA regulations.
4. Compact backfill to 90% maximum density in 6" lifts, determined in accordance with ASTM D1557 utilizing the following methods:
   a.Mechanical tamping.
   b.Puddling or ponding. Puddling or ponding and/or jetting is prohibited within 10'-0" of building or foundation walls.

Piping Under Paving:

1. Provide for a minimum cover of 24 inches between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphalt concrete or concrete paving. Provide sleeving as required by municipality, or as shown on plans.
2. Piping shall be bedded with construction grade sand - 6 inches below pipe to 6 inches above pipe and the width of the trench.
3. Compact backfill material in 6-inch lifts at 95% maximum density determined in accordance with ASTM D1557 using manual or mechanical tamping devices.
4. Set in place, cap, and pressure test all piping under paving, in presence of Consultant or Owner prior to backfilling and paving operations.
5. Piping under existing walk or concrete pavement shall be done by jacking, boring, or hydraulic driving, but where cutting or breaking of walks and/or concrete is necessary, it shall be done and replaced at no cost to the Owner. Obtain permission and prior approval from Owner to cut or break walks and / or concrete.

3.04 FIELD QUALITY CONTROL

Flushing - After piping, risers, and valves are in place and connected, but prior to installation of emitter heads, quick coupler valves, and air relief valves, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthestmost valves. Cap riser after flushing.

Testing - Conduct tests in presence of Consultant. Arrange for presence of Consultant a minimum of 48 hours in advance of testing. Supply force pump and all other test equipment.

1. After backfilling, and installation of all control valves & quick coupler valves, fill pressure supply line with water, and pressurize to 40 PSI over the designated static pressure or 120 PSI, whichever is greater, for a period of 2 hours.
2. Leakage, Pressure Loss - Test is acceptable if no leakage or loss of pressure is evident during test period.
3. Leaks - Detect and repair leaks.
4. Retest system until pressure can be maintained for the duration of the test.
5. Before final acceptance, pressure supply line shall remain under pressure for a period of 48 hours.

Walk-Through for Substantial Completion:

1. Arrange for Consultant's presence a minimum of 48 hours in advance of walk-through.
2. Entire System shall be completely installed and operational prior to scheduling of walk-through. All sodded areas are to be complete with head height and valve boxes adjusted accordingly.
3. Operate each zone in its entirety for Consultant at time of walk-through, and open all valve boxes.
4. Consultant shall generate a list of items to be corrected prior to Final Completion ("Punch List").
5. Furnish all materials and perform all Work required to correct all inadequacies due to deviations from Contract Documents, and as directed by Consultant.
6. During walk-through, expose all drip emitters and sprinklers under operations for observation by Consultant to demonstrate that they are performing and installed as designed; prior to placing of all mulch material. Schedule separate walk-through if necessary.

Walk-Through for Final Completion:

1. Arrange for Consultant's presence a minimum of 48 hours in advance of walk-through.
2. Show evidence to Consultant that Owner has received all accessories, charts, record drawings, and equipment as required before Final Completion walk-through is scheduled.
3. Operate each zone identified as deficient at substantial completion walk-through for Consultant to review at time of final completion walk-through to ensure correction of all incomplete items.
4. Items deemed not acceptable by Consultant shall be reworked to the complete satisfaction of Consultant.
5. If after request to Consultant for a walk-through for Final Completion of the irrigation system, Consultant finds items during walk-through to be deficient, Contractor shall be charged for all subsequent walk-throughs. Funds will be withheld from final payment and/or retainage to Contractor, in amount equal to additional time and expenses required by Consultant to conduct and document further walk-throughs as deemed necessary to ensure compliance with Contract Documents.

3.05 ADJUSTING

Upon substantial completion of installation, fine-tune entire system by regulating valves, adjusting spray patterns and break-up arms/screws, and setting pressure reducing valves or throttling electric valve flow control items to proper pressure settings to provide optimum and efficient coverage. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible. Heads of same type shall be operating at same pressure +/- 7%.

If it is determined that irrigation adjustments will provide proper and more adequate coverage, make such adjustments prior to Final Acceptance, as directed, at no additional cost to Owner. Adjustments may also include changes in nozzle sizes, degrees of arc, and control valve throttling.

All sprinkler heads shall be set perpendicular to finish grade unless otherwise designated.

Areas which do not conform to designated operation requirements due to unauthorized changes or poor installation practices shall be immediately corrected at no additional cost to the Owner.

3.06 CLEANING

Maintain continuous cleaning operation throughout duration of Work. All trash or debris generated by installation of irrigation system shall be properly disposed of by Contractor off-site.

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Project:
Fulton Homes Prasada
Phase 1A
Surprise, Arizona

IRRIGATION_SPECIFICATIONS

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CONSTRUCTION DOCUMENTATION

Sheet No.
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31 of 31

19-0751

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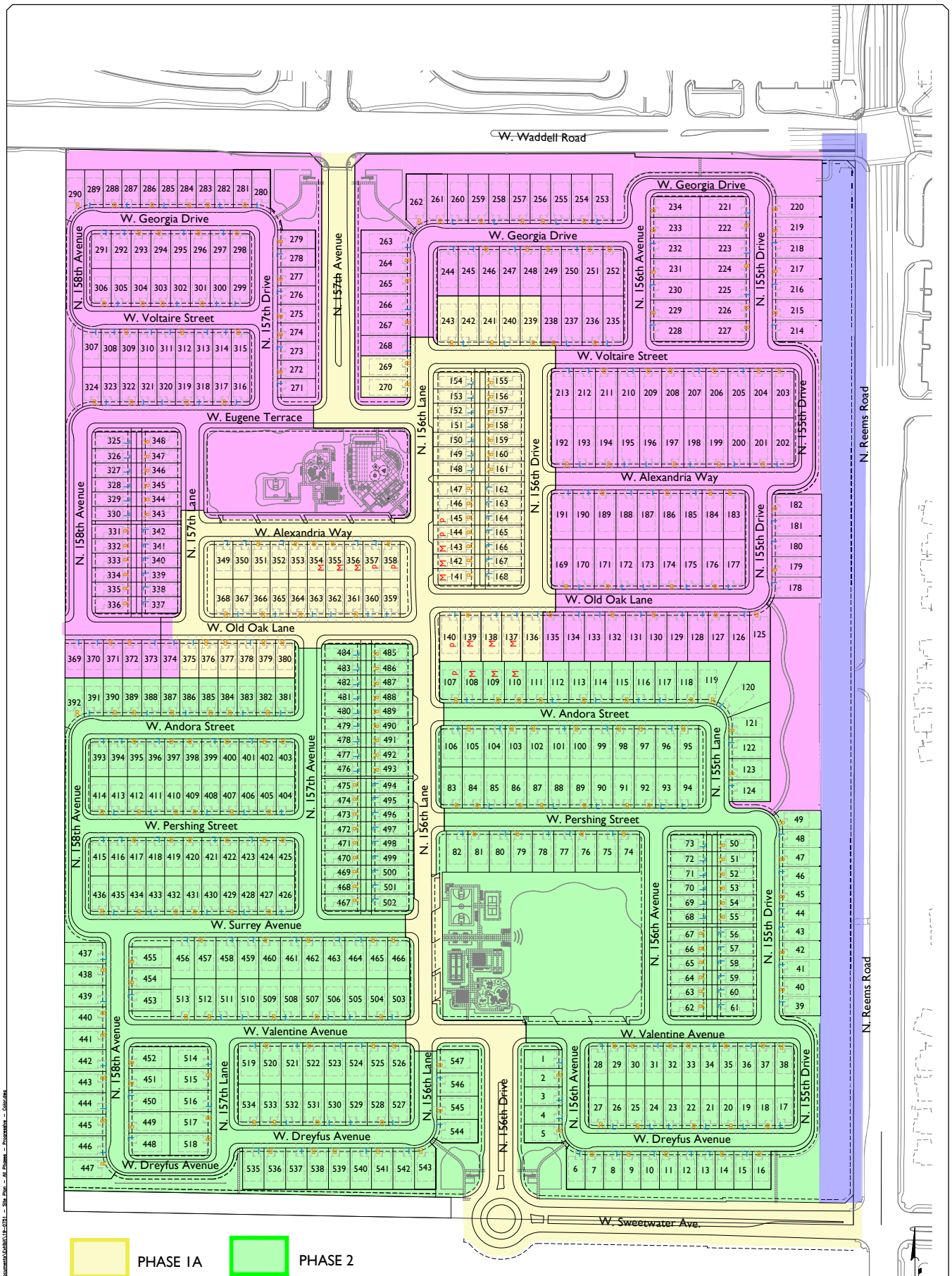


SHEET	JOB NO	Fulton Homes Prasada	EPS GROUP
1 OF 4	19-0751	Overall Site Plan	1130 N. Alma School Rd Suite 120 Mesa, AZ 85201 T:480.503.2250 | F:480.503.2258 www.epsgroupinc.com

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

3 June 2020

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

Ms. Nichole Flores
Planning Project Coordinator
Community Development
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS20-363, Fulton Homes at Prasada (APNs: 501-40-001G, 501-40-001N, 501-40-001P, 501-40-002E, 501-40-002F, 501-40-003J, 501-40-004D, 501-40-004F, 501-40-989)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the Preliminary Plat for Fulton Homes at Prasada. The site sits on approximately 110 acres of vacant land located on the southwest corner of Waddell Rd and Reems Rd in Surprise AZ and is part of a larger 4,000 acre Master Planned Community which, was commented on via our letter dated 15 May 2006 (see attached) with an overall density of approximately 5 du/ac. This request is for 547 lots with a density of 5 du/ac. The site is approximately 1 ml outside the Luke AFB 1988 JLUS 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.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. Fulton Homes at Prasada with a density of 5 falls within these guidelines.

As stated in the narrative, this request will not have a negative impact on Luke AFB Flight Operations as long as the above GDC guidance is followed. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. If this development is approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

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

Sincerely

CHRISTOPHER P. TOALE

Attachment:
Prasada Letter, dated 15 May 2006

cc:
Colonel Scott W. Walker, Vice Commander, 56th Fighter Wing
Mr. James R. Mitchell, GS-14, 56th Fighter Wing
Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

15 May 2006

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

Ms. Cindy Coen
City of Surprise Planning Department
12425 West Bell Road
Surprise AZ 85374

Re: Case #PAD05-465 Prasada
Our Cactus Lane Ranch Letters dated 19 Apr 04, 27 May 04, 29 Jun 04 and 12 Nov 2004

Dear Ms. Coen

Thank you for the opportunity to provide comments on the Prasada Planned Area Development (PAD) application. The Prasada PAD is a comprehensive master planned development encompassing approximately 4,000 acres. The project includes an area that stretches from Greenway Road south to Olive Avenue and from Reems Road west towards Perryville Road. Approximately 3,488 acres are within the special planning area in the City of Surprise, while 580 acres are within the City of Glendale planning area. This area is located from 1 to 3 1/2 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.

This PAD includes a wide variety of land uses. The southwestern portion which includes portions of sections 15, 22 and 23 is planned to be Low Density Residential (3-5 du/acre), High Density Residential (15-21 du/acre) and Mixed Use Gateway land use categories. The northeastern portion, located along the future proposed 303, encompasses all of sections 12, 13 and 18. This area will include substantial commercial development and significant areas of employment as well as higher density, urban style residential development. Plans call for residential densities in the southwestern portion (Sections 15, 22 and 23) to not have more than 6,500 residential dwelling units (du). The total acreage of this area is 1,359 acres, resulting in a maximum density of 4.78 du/acre. The northeastern portion (Sections 12, 13 and 18) shall not have more than 7,680 units. The total acreage of this area is 1,751 acres, resulting in a maximum density of 4.38 du/acre.

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 southwestern portion, with a restricted density of 4.78 du/acre and the northeastern portion, with a restricted density of 4.38 du/acre falls within the guidelines of the GDC.

As described, the Prasada PAD will not negatively impact the flying operations at Luke AFB. Since Prasada will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. 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 tenants and residents about Luke AFB operations. We also recommend a review of the Luke AFB web site at http://www.luke.af.mil, Community Interests and Community Initiatives links, for further information.

If there are any questions, please contact my Community Planner, Mr. Bob Dubsky, at (623) 856-6195.

Sincerely

JAMES R. MITCHELL

cc:
Colonel Randell S. Meyer, Vice Commander, 56th Fighter Wing

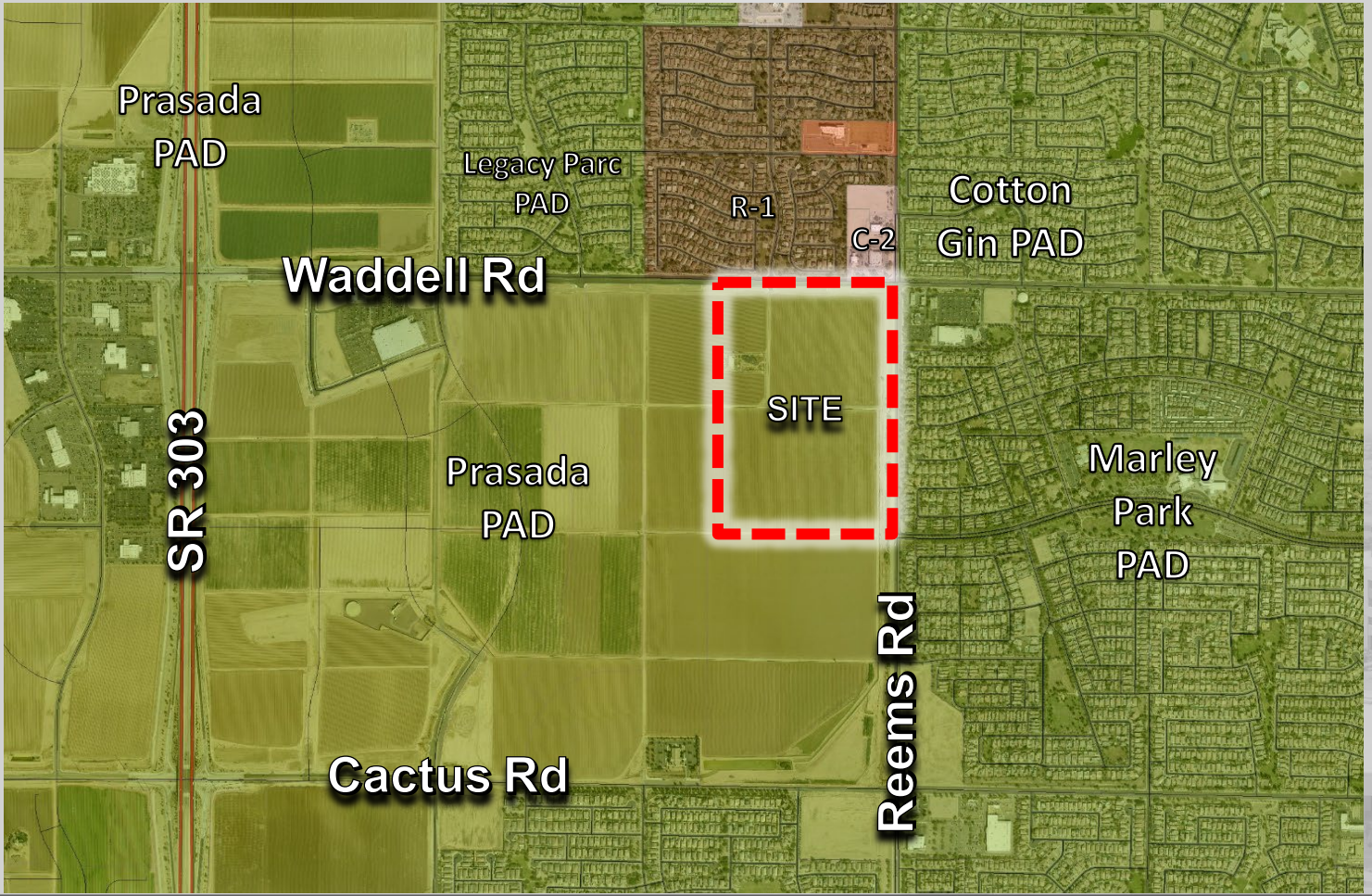
SURPRISE
ARIZONA

FS21-414
Fulton Homes at Prasada Phase 1A Final Plat

City Council

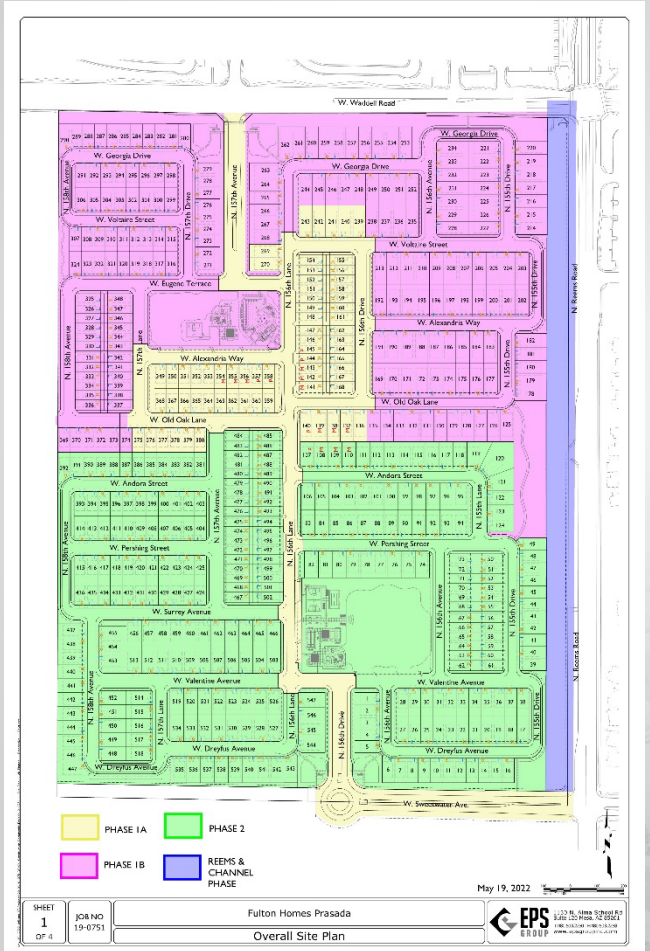
June 21, 2022

FS21-414 VICINITY MAP



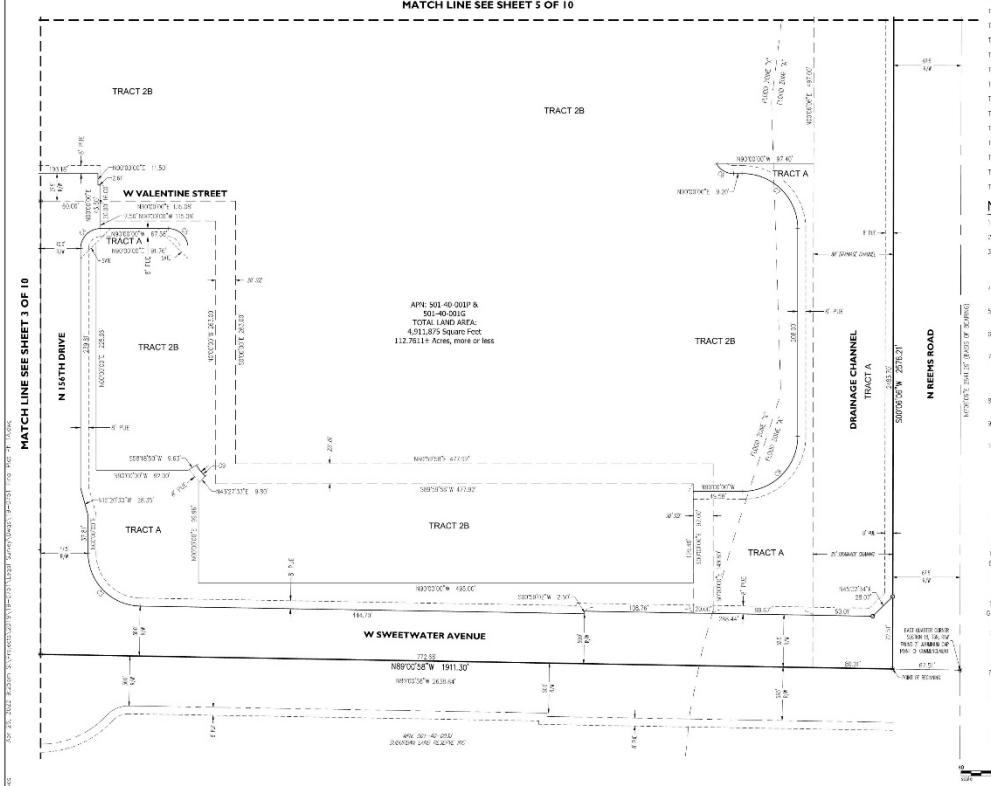
FS21-414 ZONING MAP

FS21-414 PHASING PLAN



FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" ALUMINUM CAP AT THE EAST QUARTER CORNER OF SAID SECTION 18, FROM WHICH A CITY OF SURPRISE BRASS CAP IN HAND HOLE AT THE NORTHEAST CORNER OF SAID SECTION 18 BEARS NORTH 0 DEGREES 00 MINUTES 08 SECONDS EAST, 2641.25 FEET;

THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, NORTH 89 DEGREES 00 MINUTES 58 SECONDS WEST, 1411.12 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, NORTH 89 DEGREES 00 MINUTES 58 SECONDS WEST, 1831.25 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 40 SECONDS EAST, 2599.17 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS EAST, 565.58 FEET;

THENCE SOUTH 44 DEGREES 04 MINUTES 48 SECONDS EAST, 16.08 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS EAST, 70.00 FEET;

THENCE NORTH 45 DEGREES 05 MINUTES 12 SECONDS EAST, 45.47 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 42 SECONDS EAST, 855.06 FEET;

THENCE SOUTH 0 DEGREES 56 MINUTES 12 SECONDS WEST, 8.82 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS EAST, 513.41 FEET;

THENCE SOUTH 44 DEGREES 29 MINUTES 21 SECONDS EAST, 28.49 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 08 SECONDS WEST, 2443.78 FEET;

THENCE SOUTH 15 DEGREES 32 MINUTES 31 SECONDS WEST, 20.07 FEET;

THENCE NORTH 89 DEGREES 00 MINUTES 58 SECONDS WEST, 63.01 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 52.01 FEET TO THE POINT OF BEGINNING.

NOTES

1. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ANY LIGHTING WILL BE PLACED SO AS TO DIRECT LIGHT AWAY FROM THE ADJACENT RESIDENTIAL DISTRICTS AND WILL NOT EXCEED ONE FOOT CANDLE AT THE PROPERTY LINE. NO NOISE, ODOR OR VIBRATION WILL BE EMITTED SO THAT IT EXCEEDS THE GENERAL LEVEL OF NOISE, ODOR OR VIBRATION EMITTED BY USES OUTSIDE OF THIS SITE.
4. OWNERS OF PROPERTY ADJACENT TO PUBLIC RIGHT-OF-WAY WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL LANDSCAPING WITHIN THE RIGHTS-OF-WAY IN ACCORDANCE WITH APPROVED PLANS.
5. STRUCTURES AND LANDSCAPING WITHIN A TRIANGLE MEASURING 20' X 20' ALONG THE PROPERTY LINES WILL BE MAINTAINED AT A MAXIMUM HEIGHT OF 3'.
6. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT FOR FULTON HOMES AT PRASADA APPROVED ON APRIL 29, 2021, UNDER CASE PE20-042.
7. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" AND "A", AS SHOWN ON THIS PLAT, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1430L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
8. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
9. 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.
10. PURSUANT TO A.R.S.45-11002, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL DUES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14051 AND 14710, WHEN APPLICABLE.

LEGEND

▣	FND MON, IN HANDHOLE AS NOTED
✱	FND MON, FLUSH AS NOTED
⊕	IRON PIPE AS NOTED
●	FND MON, AS NOTED
○	SET REBAR WITH CAP, RLS 37490
FND	FOUND
MON	MONUMENT
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
BC	BRASS CAP
HP	HOLE PIPE
SFND	SEARCHED FOR NOT FOUND
G&SRM&A	GILA AND SALT RIVER MERIDIAN
MCR	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
PG(S)	PAGE(S)
BK.	BOOK
PG.	PAGE
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
SVTE	SIGHT VISIBILITY TRIANGLE EASEMENT
DSAVE	DRAINAGE EASEMENT
WAE	WATER AND SEWER EASEMENT
PRE	PRIVATE WATER EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
RE	ROADWAY EASEMENT
SAME	SIDEWALK AND ACCESS EASEMENT
CSE	COMMON SPACE EASEMENT
SSE	SANITARY SEWER EASEMENT
	BOUNDARY LINE
	R/W LINE
	LOT LINE
	SECTION LINE
	MID-SECTION LINE
	QUARTER-SECTION LINE
	CENTER LINE MYRD
	EXISTING R/W
	EASEMENT LINE

NORTH

SCALE: 1" = 80'

EPS GROUP
1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
P 480.503.2250 F 480.503.2258
w w w . e p s g r o u p i n c . c o m

FULTON HOMES AT PRASADA - PHASE 1A
SURPRISE, ARIZONA
FINAL PLAT

Project
Revisions
1ST SUBMITTAL - JANUARY 14, 2021
2ND SUBMITTAL - MARCH 16, 2021
3RD SUBMITTAL - JULY 13, 2021
4TH SUBMITTAL - OCTOBER 20, 2021

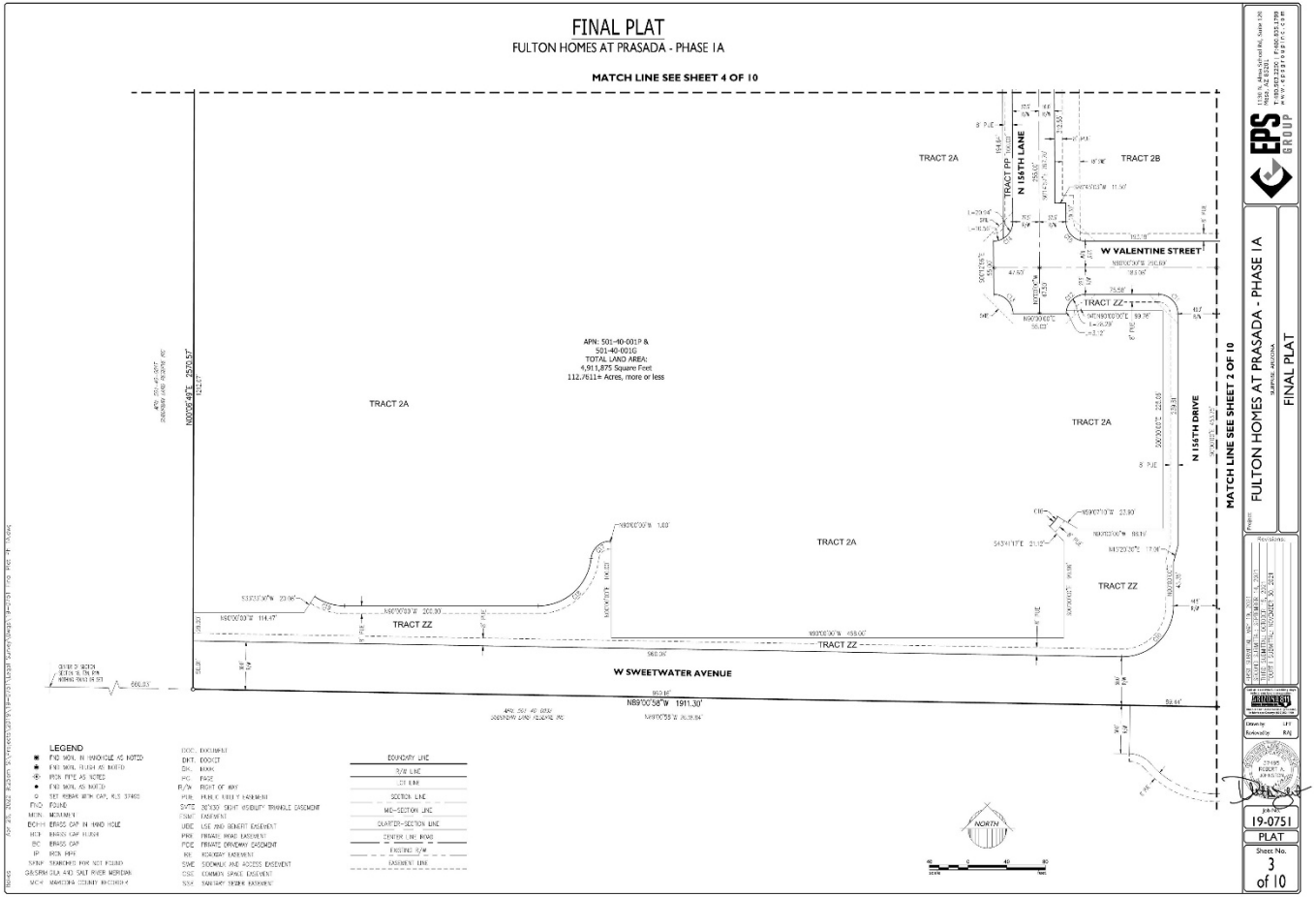
Drawn by: LEE
Reviewed by: RVN

Job No.
19-0751
PLAT
Sheet No.
2
of 10

FS21-414 FINAL PLAT

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



LEGEND

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◉	FND MON. FLUSH AS NOTED	DKT.	DOCKET
⊕	IRON PIPE AS NOTED	BK.	BOOK
●	FND MON. AS NOTED	PG.	PAGE
○	SET REBAR WITH CAP, RLS 37465	R/W	RIGHT OF WAY
FND	FOUND	PUE	PUBLIC UTILITY EASEMENT
MON.	MONUMENT	SVTE	20'X20' SIGHT VISIBILITY TRIANGLE EASEMENT
BCFH	BRASS CAP IN HAND HOLE	STWE	STORM DRAIN EASEMENT
BCH	BRASS CAP FLUSH	WDE	WELL AND BENEFIT EASEMENT
BC	BRASS CAP	PRE	PRIVATE ROAD EASEMENT
IP	IRON PIPE	PDE	PRIVATE DRIVEWAY EASEMENT
NTHU	MONUMENTS NOT FOUND	NA	ACCESS EASEMENT
GR&RPM	GILA AND SALT RIVER MERIDIAN	SWE	SIDEWALK AND ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDER	CSE	COMMON SPACE EASEMENT
		SSA	SANITARY SEWER EASEMENT

	BOUNDARY LINE
	R/W LINE
	LOT LINE
	SECTION LINE
	MID-SECTION LINE
	QUARTER-SECTION LINE
	CENTER LINE MONS
	EXISTING R/W
	EASEMENT LINE

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T (480) 503-2250 F (480) 503-2258
W W W . E P S G R O U P . C O M

Project: FULTON HOMES AT PRASADA - PHASE 1A
QUEEN CREEK, ARIZONA
FINAL PLAT

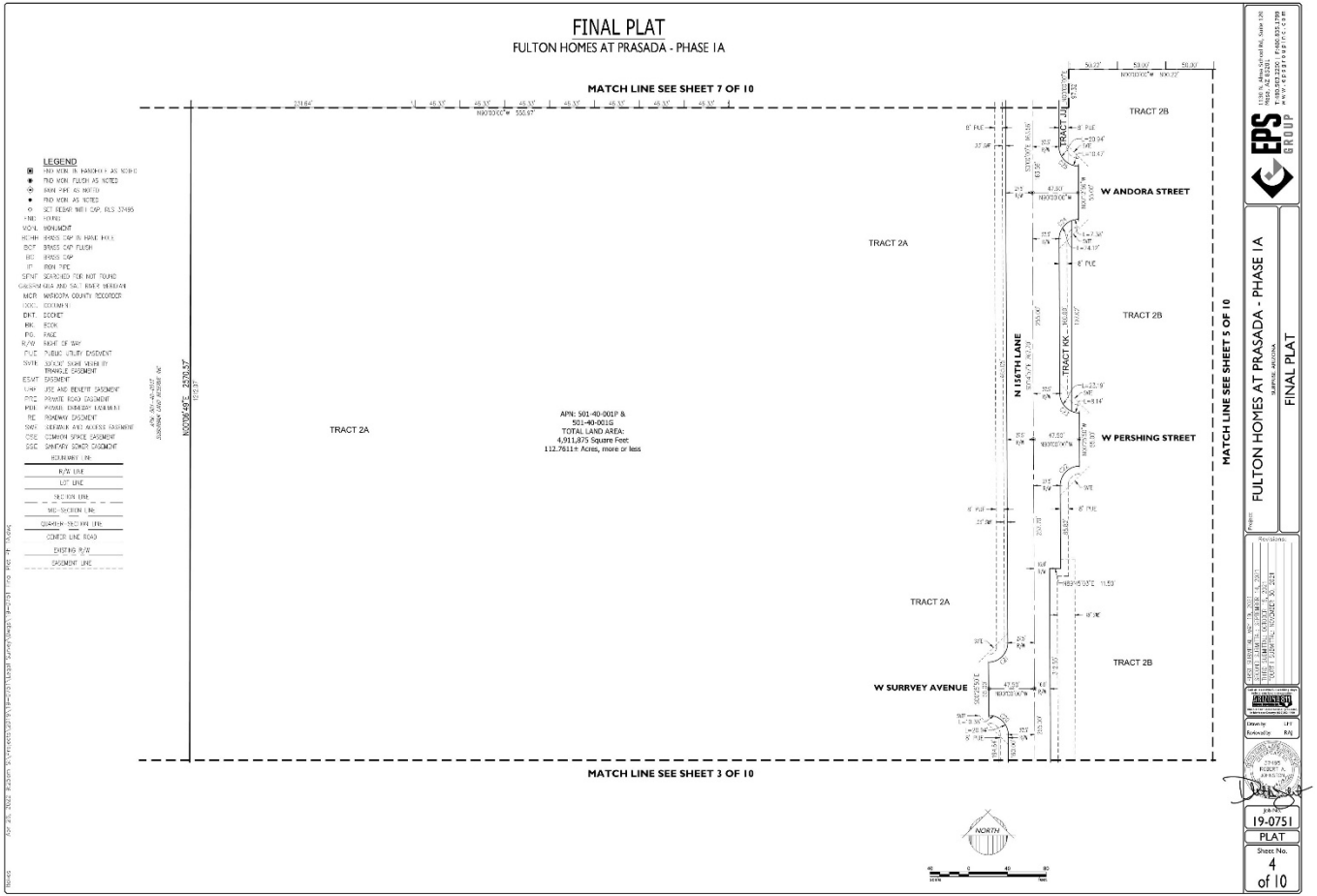
Revisions:
1ST SUBMITTAL - 12/20/2021
2ND SUBMITTAL - 3/18/2021
3RD SUBMITTAL - 5/18/2021
4TH SUBMITTAL - 7/19/2021
5TH SUBMITTAL - 9/20/2021
6TH SUBMITTAL - 11/22/2021
7TH SUBMITTAL - 1/20/2022
8TH SUBMITTAL - 3/21/2022
9TH SUBMITTAL - 5/20/2022
10TH SUBMITTAL - 7/20/2022
11TH SUBMITTAL - 9/20/2022
12TH SUBMITTAL - 11/21/2022
13TH SUBMITTAL - 1/20/2023
14TH SUBMITTAL - 3/20/2023
15TH SUBMITTAL - 5/22/2023
16TH SUBMITTAL - 7/20/2023
17TH SUBMITTAL - 9/20/2023
18TH SUBMITTAL - 11/20/2023
19TH SUBMITTAL - 1/22/2024
20TH SUBMITTAL - 3/20/2024

Drawn by: LRS
Reviewed by: RJN

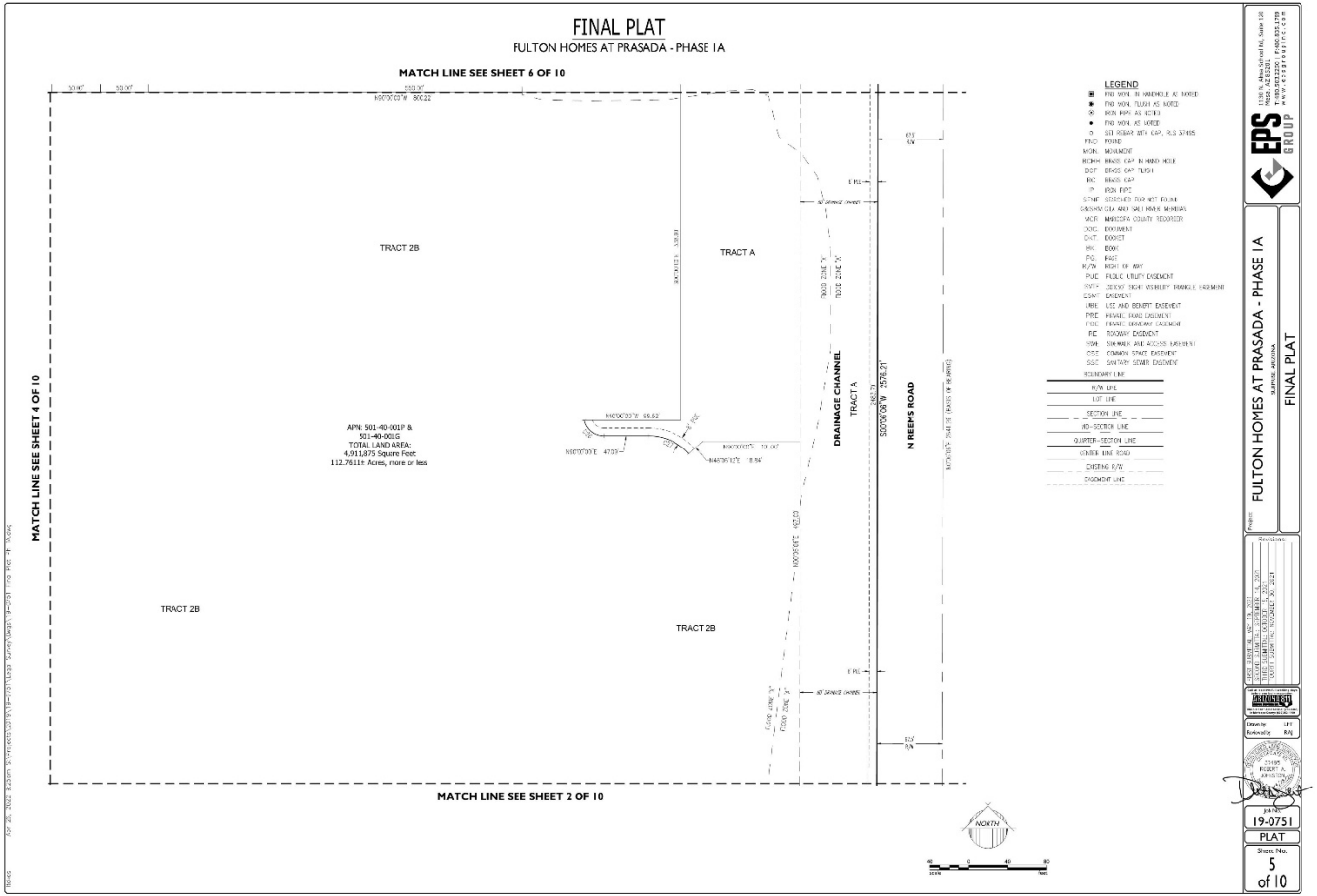
ROBERT A. NAPIER
27189
REGISTERED LAND SURVEYOR
DATE: 3/20/2024

job No.
19-0751
PLAT
Sheet No.
3
of 10

FS21-414 FINAL PLAT



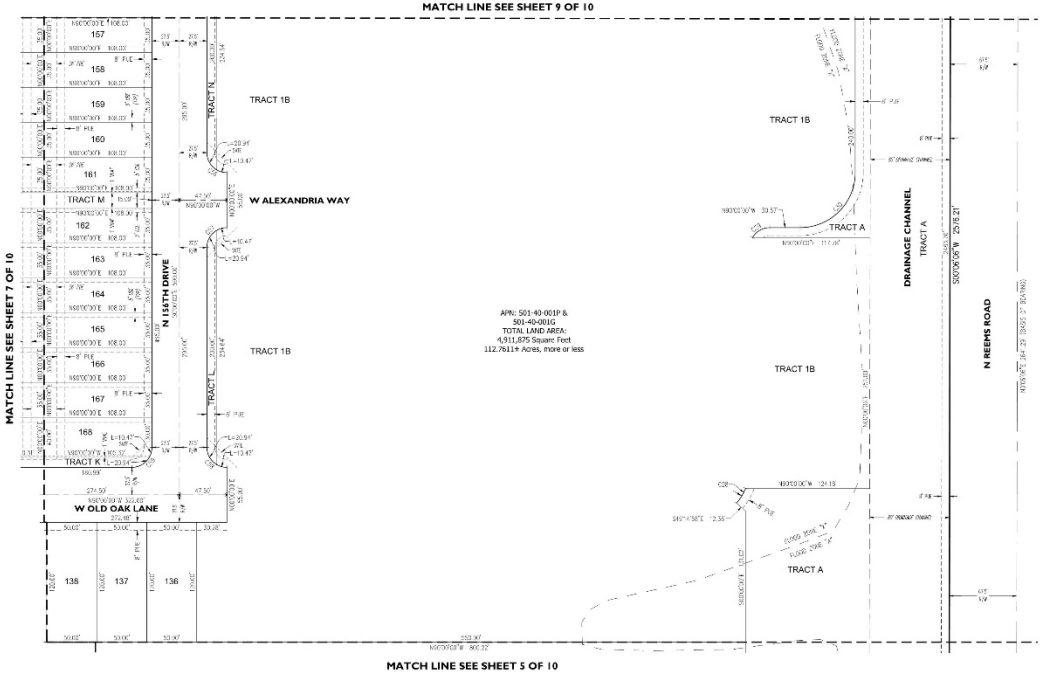
FS21-414 FINAL PLAT



FS21-414 FINAL PLAT

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1A



LEGEND

▣	FND MON. IN HANDHOLE AS NOTED	DKT.	DOCKET
●	FND MON. FLUSH AS NOTED	PG.	PAGE
⊕	IRON PIPE AS NOTED	R/W	RIGHT OF WAY
●	FND MON. AS NOTED	PUE	PUBLIC UTILITY EASEMENT
○	SET REBAR WITH CAP, RLS 27493	SVTE	SCENIC SIGHT VISIBILITY TRIANGLE EASEMENT
FND	FOUND	EGMT	EASEMENT
MON.	MONUMENT	UDE	USE AND OCCUPANCY EASEMENT
DC=PK	BRASS CAP IN HAND HOLE	PRE	PRIVATE ROAD EASEMENT
HCA	HANDS CAP A 1939	PDE	PRIVATE DRIVEWAY EASEMENT
BC	BRASS CAP	RE	ROADWAY EASEMENT
IP	IRON PIPE	SWE	SIDEWALK AND ACCESS EASEMENT
SRMK	SEARCHED FOR NOT FOUND	CSE	COMMON SPACE EASEMENT
G&SRMLCA	AND SALT RIVER MERIDIAN	SSE	SANITARY SEWER EASEMENT
MCR	MARICOPA COUNTY RECORDER		
DOC.	DOCUMENT		
(M/C)	(CONST		

BOUNDARY LINE
R/W LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
QUARTER-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE

NORTH

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
P (480) 503-2250 F (480) 503-2258
W W W . E P S G R O U P . C O M

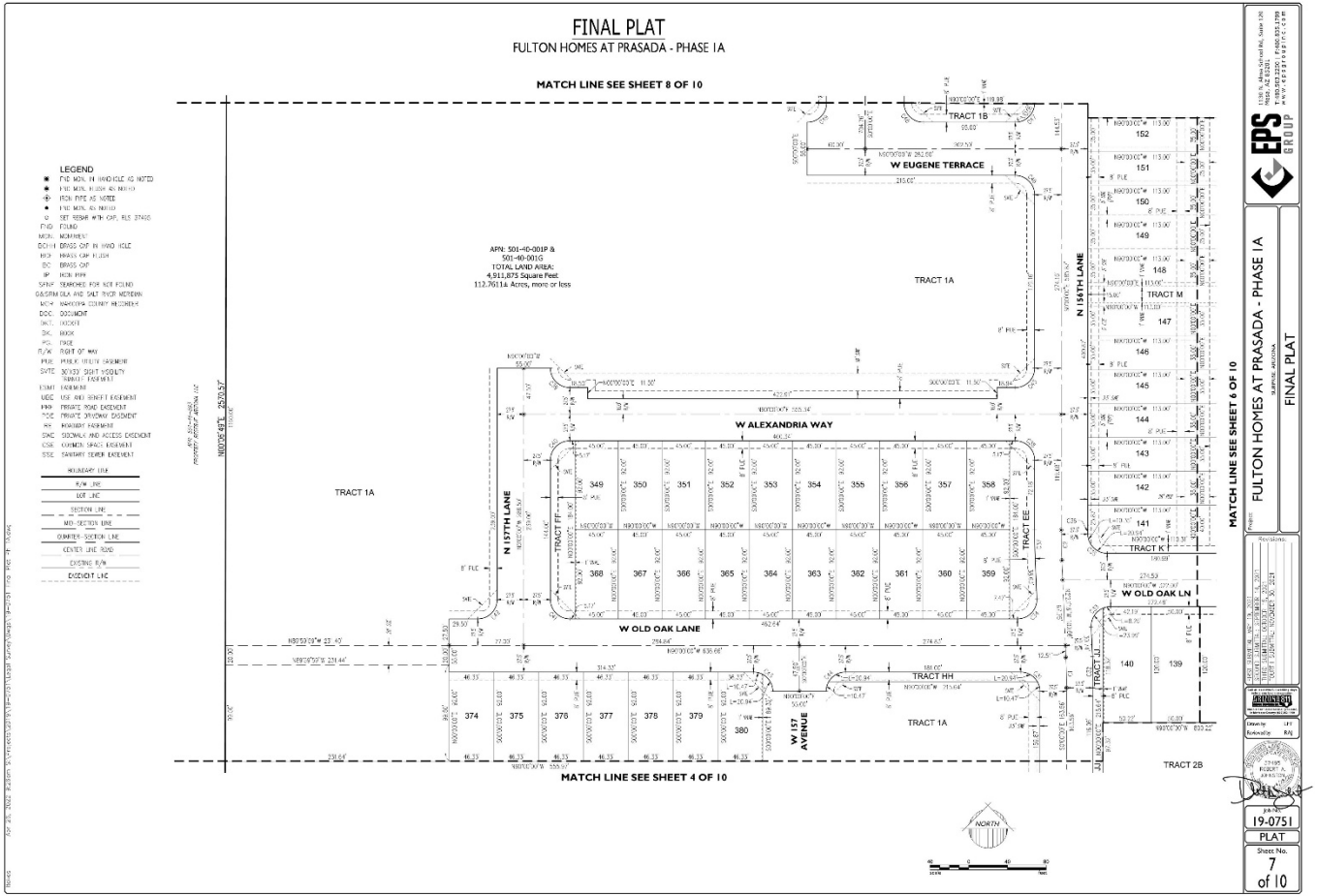
Project: FULTON HOMES AT PRASADA - PHASE 1A
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
1ST SUBMITTAL - NOVEMBER 14, 2021
2ND SUBMITTAL - JANUARY 14, 2022
3RD SUBMITTAL - MARCH 14, 2022
4TH SUBMITTAL - OCTOBER 20, 2022
5TH SUBMITTAL - NOVEMBER 30, 2023

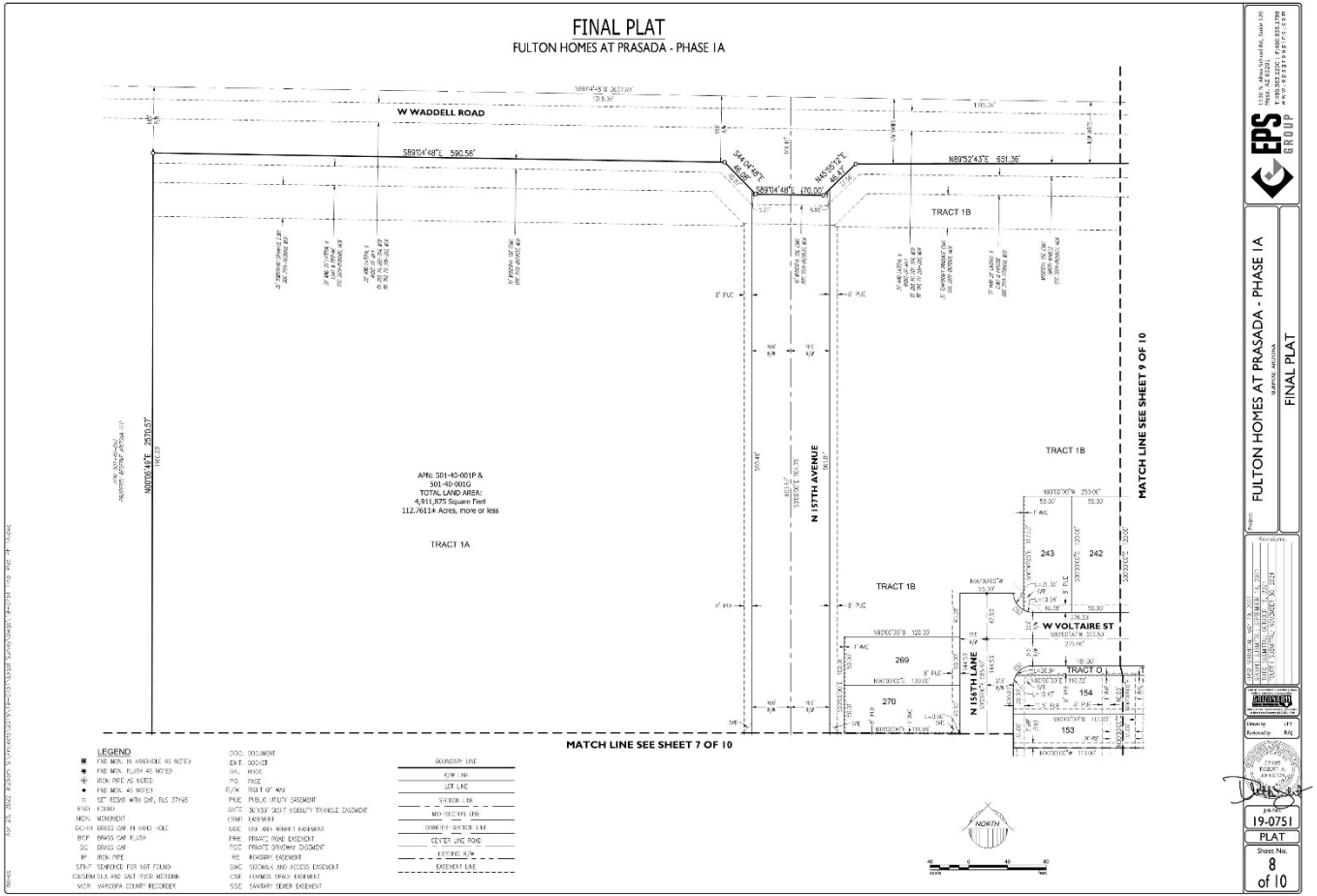
Drawn by: LRS
Reviewed by: RJN

Job No.
19-0751
PLAT
Sheet No.
6
of 10

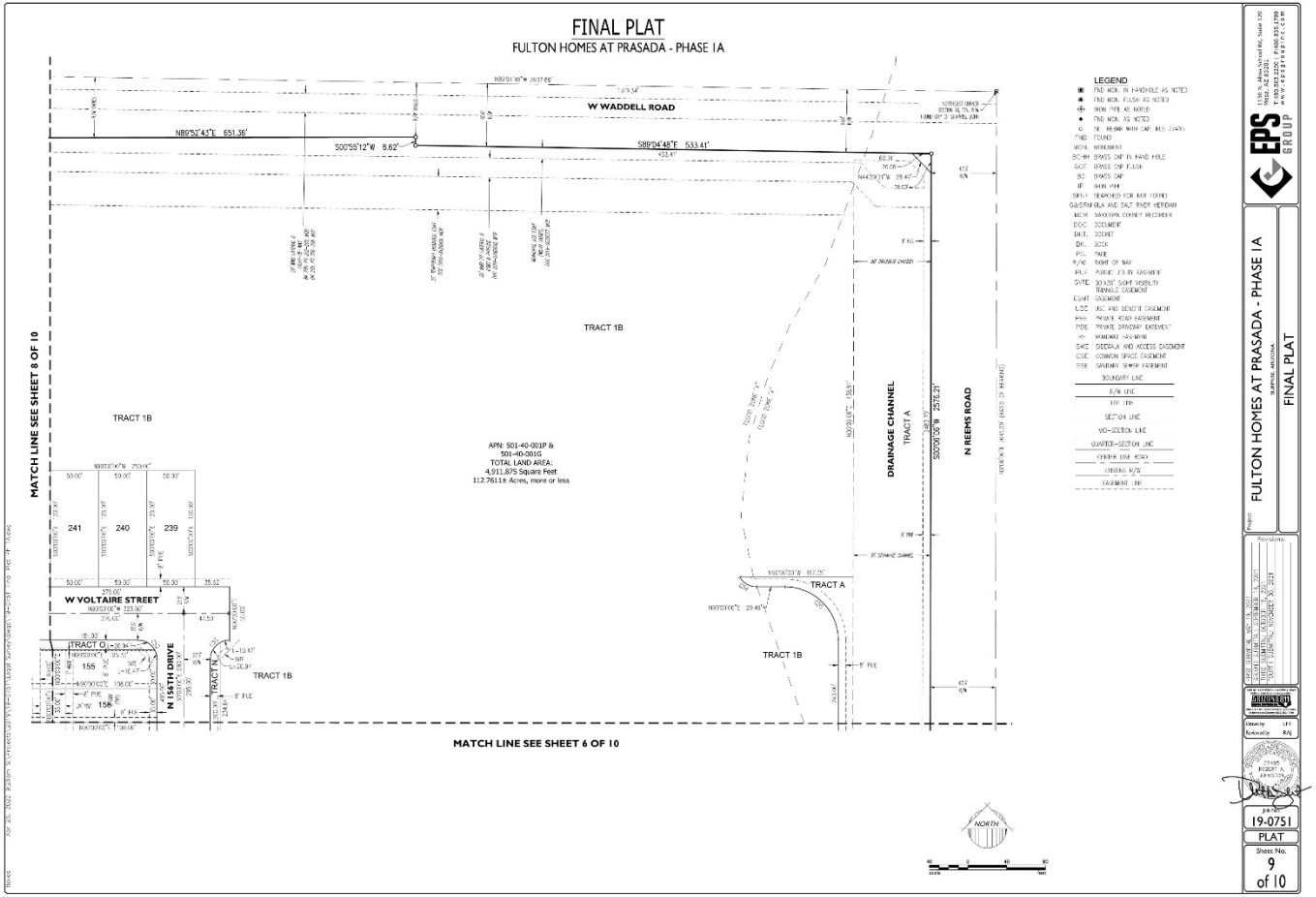
FS21-414 FINAL PLAT



FS21-414 FINAL PLAT



FS21-414 FINAL PLAT



FS21-414 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 4
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Habitat on Paradise Lane" and dated June 6, 2022, a property generally located south of Bell Road and west of El Mirage Road; Case FS21-680.

Motion:
I move to approve the Final Plat entitled, "Habitat on Paradise Lane" and dated June 6, 2022.

Background:
Tana Nichols with Habitat for Humanity CAZ requests approval of a Final Plat to create four (4) new single-family residential lots on approximately 0.92 acres within the Surprise Heritage District – Residential Overlay (SHD-RO) in the Original Townsite.

Objective Analysis:
The subject Final Plat meets the requirements of the SHD-RO zoning, in addition to other requirements as set forth in the Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area and the Surprise Heritage District special district. The proposed development is consistent with these areas.

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

Budget Impact:
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-680 Habitat Homes on Paradise Final Plat - Staff Report 062122 CC
2. 01 - FS21-680 Habitat Homes on Paradise Final Plat - Vicinity Map
3. 02 - FS21-680 Habitat Homes on Paradise Final Plat - Zoning Map
4. 03 - FS21-680 Habitat Homes on Paradise Final Plat - Plat
5. 04 - FS21-680 Habitat Homes on Paradise Final Plat - Luke AFB Comments
6. FS21-680 Habitat Homes on Paradise Final Plat Presentation 062122 CC

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO CITY COUNCIL

Case:	**FS21-680**
Project Name:	Habitat Homes on Paradise
Council District:	4 - Mulberry
Meeting Date:	**June 21, 2022**
Planner:	Trever Fleetham, AICP
Owner:	Habitat for Humanity
Applicant:	Habitat for Humanity
Request:	Final Plat for a 4 lot single-family residential subdivision in the Surprise Heritage District
Site Location:	Generally located south of Bell Road and west of El Mirage Road.
Site Size:	0.92 acres (approx.)
Gross Density:	4.37 DU/Ac.
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

PROJECT DESCRIPTION:

Tana Nichols with Habitat for Humanity CAZ requests approval of a Final Plat to create four (4) new single-family residential lots on approximately 0.92 acres within the Surprise Heritage District – Residential Overlay (SHD-RO) in the Original Townsite.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:

BACKGROUND:

July 9, 2020: The applicant discussed the proposed development during a regularly scheduled Concept Review meeting under CR20-405.

September 3, 2021: The applicant submitted documents for a Final Plat under case FS21-680, the subject case.

ANALYSIS AND DISCUSSION:

The subject plat will create four (4) single-family residential lots within 0.92 gross acres. The lots are in accordance with the SHD-RO zoning district and will be developed with single-family residential units that meet the development standards of SHD-RO and the OTS. Three tracts totaling 0.44 acres are included in the subject Final Plat that will allow for a private access way and landscaping. Primary access to the lots will be from the newly constructed access way off W. Paradise Lane.

City Council approval of the subject Final Plat will allow Habitat for Humanity to obtain the civil construction permits necessary to begin construction of the infrastructure associated with this development, and construct four (4) new affordable housing units. The proposed Final Plat is consistent with the SHD-RO zoning and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the Final Plat.

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area and the Surprise Heritage District special district. The proposed development is consistent with these areas.

Reviewing Agencies:

The request was routed to internal and external agencies, who indicated no objections to the request.

Summary:

The subject Final Plat meets the requirements of the SHD-RO zoning district, in addition to other applicable requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

- The proposed Final Plat is consistent with the SHD-RO zoning district.
- The proposed Final Plat is consistent with applicable City of Surprise regulations.
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The reviewing agencies have indicated no objections to the request.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Luke AFB Comments

FS21-680 VICINITY MAP

FS21-680 VICINITY MAP

FINAL PLAT
FOR
HABITAT ON PARADISE LANE
"A DETACHED SINGLE FAMILY PLANNED RESIDENTIAL DEVELOPMENT
SUBJECT TO SINGLE FAMILY DESIGN REVIEW"

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENT: THAT HABITAT FOR HUMANITY CENTRAL ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS PLAT IN THE NAME OF "HABITAT ON PARADISE LANE", A SUBDIVISION, SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "HABITAT ON PARADISE LANE", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, TRACT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER AND/OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS OF WAY AS SHOWN ON THIS PLAT.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING 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 CAUSE BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE PEDESTRIAN ACCESS AND SIDEWALK CONSTRUCTION AND MAINTENANCE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENTS AS SHOWN ON THE PLAT.

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

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, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS SEWER LINES AND MANHOLES FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE SEWER LINES AND MANHOLES.

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

THE EASEMENTS GRANTED WITH 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.

IN WITNESS THEREOF: HABITAT FOR HUMANITY CENTRAL ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, AS OWNER, HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY ITS SIGNATURE, THEREUNTO DULY AUTHORIZED TO DO SO.

DATED THIS _____ DAY OF _____, 20___.

BY: _____

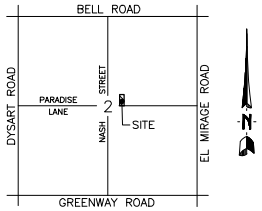
ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS, _____ DAY OF_____, 20___, BEFORE ME PERSONALLY APPEARED_____
TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC



SEC 2, T 3 N, R 1 W
VICINITY MAP
N.T.S.

SHEET INDEX

SHEET	1	COVER SHEET
SHEET	2	SITE PLAN

LEGAL DESCRIPTION

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

THE WEST 117.23 OF THE EAST 452.17 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWO (2), TOWNSHIP THREE (3) NORTH, RANGE 1 (1) WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

EXCEPT THE NORTH 294.79 FEET THEREOF;

AND EXCEPT THE SOUTH 30 FEET THEREOF.

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF PARADISE LANE BETWEEN NASH STREET AND DYSART ROAD USING A BEARING OF N 88° 23' 15" W.

DENSITY CALCULATION

4 LOTS
0.9964 AC. = 4.01 D.U. PER ACRE

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED_____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

TRACT TABLE

TRACT	AREA	USE
"A"	12,866 SF. 0.2954 AC.	PRIVATE ACCESSWAY, WATER & PUBLIC SEWER EASEMENT, DRAINAGE EASEMENT, REFUSE COLLECTION AND EMERGENCY & SERVICE VEHICLE EASEMENTS
"B"	4,668 SF. 0.1072 AC.	LANDSCAPING, P.A.E., P.U.E., RETENTION & DRAINAGE EASEMENT
"C"	1,692 SF. 0.0388 AC.	LANDSCAPING, P.A.E. & DRAINAGE EASEMENT
TOTAL	19,226 SF. 0.4414 AC.	

LOT AREA

LOT	AREA
1	5,098 S.F.
2	5,098 S.F.
3	5,012 S.F.
4	5,454 S.F.

NOTES

1. ALL NEW AND EXISTING, AS WELL AS ONSITE AND OFFSITE UTILITY LINES, (OTHER THAN TRANSMISSION LINES) SHALL BE PLACED UNDERGROUND.
2. PROPERTIES BEING SERVED BY PRIVATE WELLS OR SEPTIC SYSTEMS SHALL BE CONNECTED TO MUNICIPAL WATER AND/OR SEWER SERVICE WITHIN 90 DAYS FROM THE DATE SUCH SERVICE BECOMES AVAILABLE AND THE PROPERTY OWNER SHALL PAY ALL APPLICABLE DEVELOPMENT, CONNECTION AND SERVICE FEES, SMC 13.04.230. 13.08.180.
3. THE PROPERTY OWNERS OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ONSITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
4. 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.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF EL MIRAGE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

PUBLIC NOTICE

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

RELEASE OF LIABILITY

HABITAT FOR HUMANITY CENTRAL ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, "OWNER", DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELD. 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.

RELEASE OF LIABILITY

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY 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.

FLOOD HAZARD DESIGNATION(FEMA)

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1240L, 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.

ENGINEER

CLOUSE ENGINEERING INC.
5010 E. SHEA BLVD SUITE 110
SCOTTSDALE, ARIZONA 85254
PHONE: (602) 395-9300
CONTACT: TOM WEBER

DEVELOPER

HABITAT FOR HUMANITY, CENTRAL ARIZONA
9133 NW GRAND AVENUE
SUITE 1
PEORIA, ARIZONA 85345
TANA NICHOLS
PHONE: (602) 617-9694

CERTIFICATION

"I, ROBERT J. BLAKE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF 2 SHEET REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JANUARY 2020, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS, CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
REGISTERED LAND SURVEYOR #36070
ROBERT J. BLAKE
5010 E Shea Blvd Ste. 110
Scottsdale, Arizona 85254

GROSS AREA: 0.9157 AC. LOTS: 4

Clouse Engineering, Inc
ENGINEERS • SURVEYORS
5010 E. Shea Blvd. Suite 110
Scottsdale, Arizona 85254
Phone: 602-395-9300 Fax: 602-395-9310

FINAL PLAT
HABITAT ON PARADISE LANE
SINGLE FAMILY SUBDIVISION
SURPRISE ARIZONA

Revised
03/21/2022
04/25/2022
05/31/2022

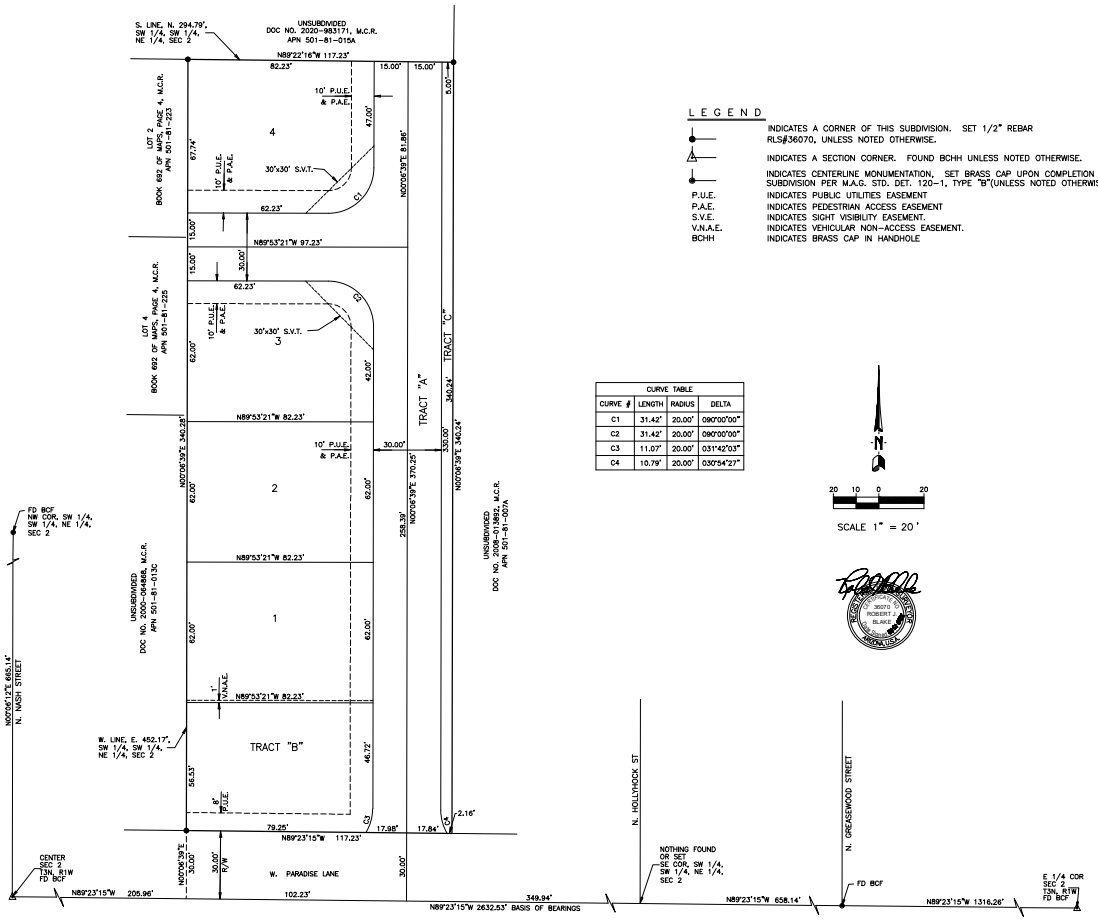
Date
11-12-21
As-Built

Job No.
200111

1 OF 2

SURPRISE CASE: FS21-680

FINAL PLAT
FOR
HABITAT ON PARADISE LANE



LEGEND

- INDICATES A CORNER OF THIS SUBDIVISION. SET 1/2" REBAR RLS#36070, UNLESS NOTED OTHERWISE.
- INDICATES A SECTION CORNER. FOUND BCHH UNLESS NOTED OTHERWISE.
- INDICATES CENTERLINE MONUMENTATION. SET BRASS CAP UPON COMPLETION OF SUBDIVISION PER M.A.G. STD. DET. 120-1, TYPE "B"(UNLESS NOTED OTHERWISE)
- P.U.E. INDICATES PUBLIC UTILITIES EASEMENT
- P.A.E. INDICATES PEDESTRIAN ACCESS EASEMENT
- S.V.E. INDICATES SIGHT VISIBILITY EASEMENT.
- V.N.A.E. INDICATES VEHICULAR NON-ACCESS EASEMENT.
- BCHH INDICATES BRASS CAP IN HANDHOLE

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	31.42'	20.00'	090°00'00"
C2	31.42'	20.00'	090°00'00"
C3	11.07'	20.00'	031°42'03"
C4	10.79'	20.00'	030°54'27"

N

20 10 0 20

SCALE 1" = 20'

REGISTERED LAND SURVEYOR 36070 ROBERT J. BLAKE ARIZONA, U.S.A.

FP2.DWG

Clouss Engineering, Inc.
ENGINEERS • SURVEYORS
5010 E. Shea Blvd. Suite 110 Scottsdale, AZ 85254
Tel 602-395-9300 Fax 602-395-9310

FINAL PLAT
HABITAT ON PARADISE LANE
SINGLE FAMILY DEVELOPMENT

SURPRISE ARIZONA

Revised
03/21/2022

Date
11-12-21

As-Built

Job No.
200111

2 OF 2

SURPRISE CASE: FS21-680

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE
To: Lorraine Nevarez
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS21-680 Habitat Homes on Paradise - New Submittal
Date: Friday, September 10, 2021 10:55:26 AM

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Lorraine,

Thank you for allowing Luke AFB to make comments on the Habitat Homes on Paradise Application. This development review application is for construction of 4 safe, affordable single family homes. The site is located at 9133 NW Grand Ave in Surprise, AZ. It is approximately 1.4 miles outside the Luke AFB 1988 JLUS 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.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. 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 the tenant about Luke AFB operations.

Respectfully,

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Sent: Friday, September 3, 2021 3:19 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Maricopa) <Afshin.Ahouraiyan@Maricopa.Gov>; Bob Woodring - TEMPX <Bob.Woodring@mail.maricopa.gov>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain - MWD <chrisc@mwdaz.com>; Debbie Trasancos - MWD <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Greg Welch <greg.welch@surpriseaz.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy - ADOT <jchoy@azdot.gov>; Jorge Gastelum - El Mirage <jgastelum@cityofelmirage.org>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay O'Neill, AICP, CFM <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Peter Hughes - FCDX <PeterHughes@mail.maricopa.gov>; Raoul Sada - Surprise Chamber

<raoul@surpriseregionalchamber.com>; Rovell Foggy -Liberty <Rovell.Foggy@libertyutilities.com>; Vern Wolfley - MAG <vwolfley@azmag.gov>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Subject: [Non-DoD Source] FS21-680 Habitat Homes on Paradise - New Submittal

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Lorraine Nevarez
Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov
623.222.3154 **t**
623.222.3001 **f**

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03 Sep 2021 22:18:47 -0000

SURPRISE
ARIZONA

FS21-680
Habitat Homes on Paradise Final Plat

City Council

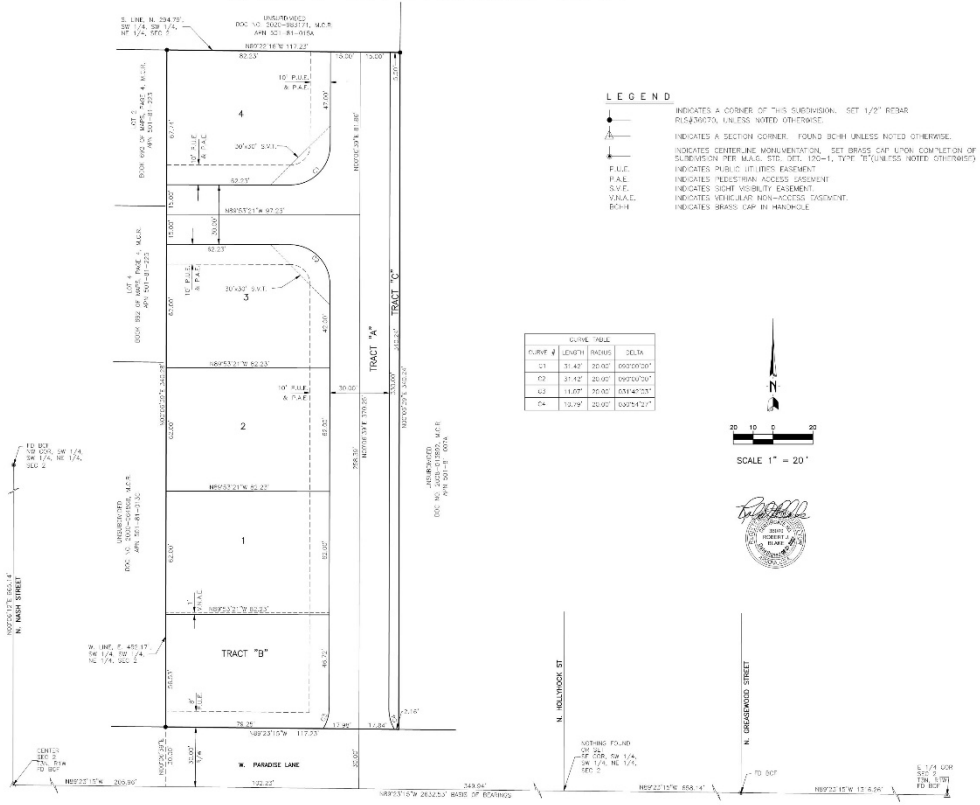
June 21, 2022

FS21-680 VICINITY MAP

FS21-680 VICINITY MAP

FS21-680 FINAL PLAT

FINAL PLAT
FOR
HABITAT ON PARADISE LANE



Clouse Engineering, Inc.
ENGINEERS • SURVEYORS

FINAL PLAT
HABITAT ON PARADISE LANE
SINGLE FAMILY DEVELOPMENT

Revised
03/21/2022

Date
11-12-21
As-Built
Job No.
200111
2 of 2

SURPRISE CASE: FS21-680

FS21-680 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Ellen Ranch" and dated May 10, 2022, a property generally located at the northeast corner of Happy Valley Road and 163rd Avenue; Case FS22-0150.

Motion:
I move to approve the Final Plat entitled, "Ellen Ranch" and dated May 10, 2022.

Background:
The subject request involves a Final Plat for the Ellen Ranch subdivision. The proposed Final Plat will create 167 standard lots within 51.15 gross acres (44.95 Net Acres) for a gross density of 3.3 du/acre. The plat also includes 14.22 acres of open space (27.8%), private streets, 6.2 acres of right-of-way, and a parcel for future development. The resulting net density of the subject final plat is 3.7 du/acre.

Objective Analysis:
The subject Final Plat meets the requirements of the RM-9 PUD zoning, in addition to other requirements as set forth in the Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 3.7 DU/Ac, the proposed plat is consistent with this character area.

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-0150 Ellen Ranch Final Plat - Staff Report 062122 CC
2. 01 - FS22-0150 Ellen Ranch Final Plat - Vicinity Map
3. 02 - FS20-0150 Ellen Ranch Final Plat - Zoning Map
4. 03 - FS22-0150 Ellen Ranch Final Plat - Plat
5. 04 - FS22-0150 Ellen Ranch Final Plat - Landscape Plans
6. 05 - FS22-0150 Ellen Ranch Final Plat - Luke AFB Letter
7. FS22-0150 Ellen Ranch Final Plat - PowerPoint - CC

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

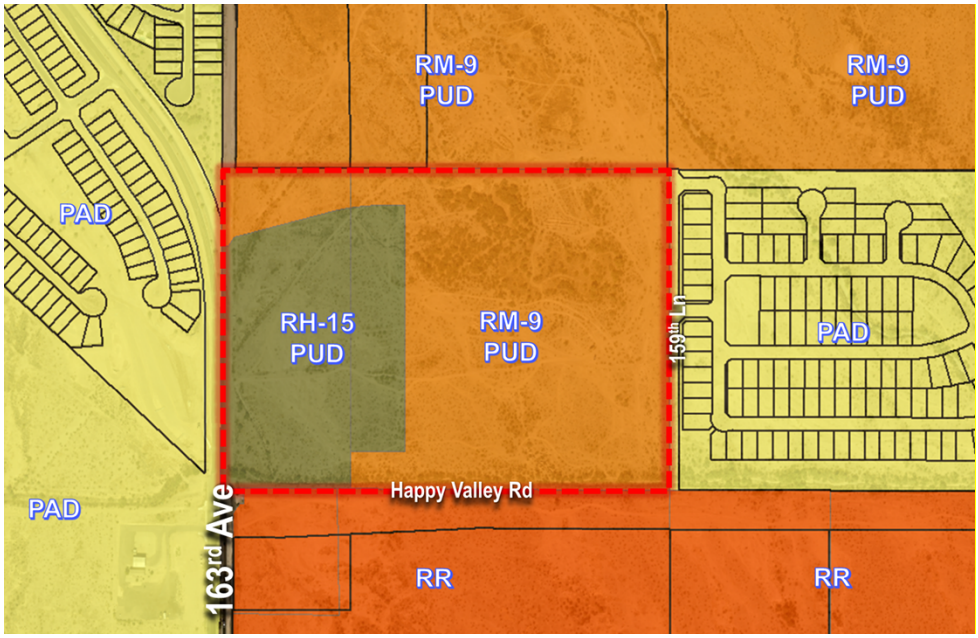
Case:	**FS22-0150**
Project Name:	Ellen Ranch
Council District:	1
City Council Date:	**June 21, 2022**
Planner:	Trever Fleetham, AICP

Owners:	Meritage Homes of Arizona Inc.
Applicant:	Chandra McCarty with EPS Group Inc.
Request:	Final Plat for 167 Lots
Site Location:	Northeast corner of 163rd Avenue and Happy Valley Road in a portion of Section 6, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona.
Dwelling Units:	167 Units
Site Size:	51.15 gross acres (44.95 net acres) (approx.)
Density:	3.7 DU/Ac (net density)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known.

Project Description:

EPS Group Inc., on behalf of Meritage Homes, requests approval of a Final Plat to allow for the development of a single-family residential subdivision on approximately 51.15 gross acres located at the northeast corner of 163rd Avenue and Happy Valley Road.

Surrounding Land Zoning:



PAD (Desert Oasis)	RM-9 PUD	RM-9 PUD
PAD (Desert Oasis)	**RM-9 PUD / RH-15 PUD**	PAD (Tierra Verde West)
PAD (Asante)	RR	RR

Background:

August 5, 2019: The subject property was annexed into the City of Surprise by the Mayor and City Council.

October 20, 2020: The Mayor and City Council approved the Rezone of a portion of the subject property from RR to RM-9 PUD.

March 4, 2021: A Concept Review meeting was held for the current proposal under case CR21-049.

March 30, 2021: The applicant filed a related request for a Preliminary Plat under case FS21-251, the subject case.

August 17, 2021: The Mayor and City Council approved the Rezone of a portion of the subject property from RR and RM-9 PUD to RH15-PUD.

November 4, 2021: The Planning and Zoning Commission passed a motion to recommend **approval** to the Mayor and City Council of case FS21-251, the Preliminary Plat of Ellen Ranch, subject to stipulations 'a' – 'f'.

December 7, 2021: The Mayor and City Council approved FS21-251, the Preliminary Plat of Ellen Ranch, subject to stipulations 'a' – 'f'.

October 7, 2021: The applicant submitted Final Plat documents for Ellen Ranch under case FS22-0150, the subject case.

Analysis and Discussion:

The proposed Final Plat will create 167 standard lots within 51.15 gross acres for a gross density of 3.3 du/acre. The plat also includes 14.22 acres of open space (27.8%), private streets, 6.2 acres of right-of-way, and a parcel for future development. Primary access to the site will come from 163rd Avenue, with secondary ingress/egress via 159th Lane. The resulting net density based on 44.95 acres is 3.7 du/ac.

City Council approval of the subject Final Plat will allow the applicant to obtain the civil construction permits necessary to begin construction of the infrastructure associated with this development. The proposed Final Plat is in substantial conformance with the Preliminary Plat, is consistent with the RM-9 PUD zoning and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the Final Plat.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

Reviewing Agencies:

In addition to the standard city reviewing agencies, who indicated no objections to the request, Luke Air Force Base, Maricopa Water District, and ADOT were included in the routing of this case. These agencies also indicated no objections.

Summary:

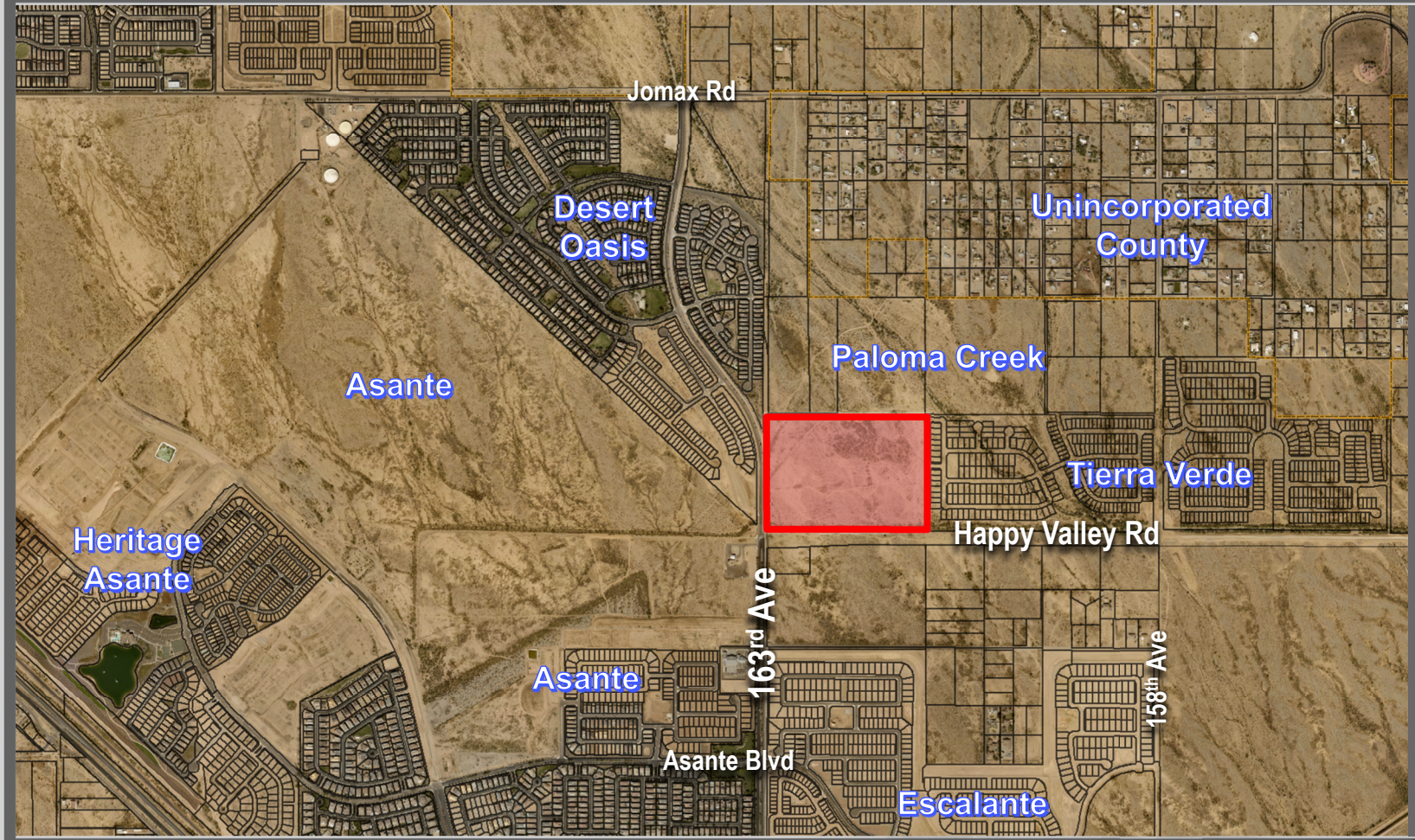
The subject Final Plat meets the requirements of the RM-9 PUD zoning district, in addition to other applicable requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035
- The proposed Final Plant is consistent with RM-9 PUD zoning district.
- The proposed Final Plat is consistent with applicable City of Surprise Regulations.
- The proposed Final Plat is in conformance with the Preliminary Plat approved under case FS21-251
- The reviewing agencies have indicated no objections to the request

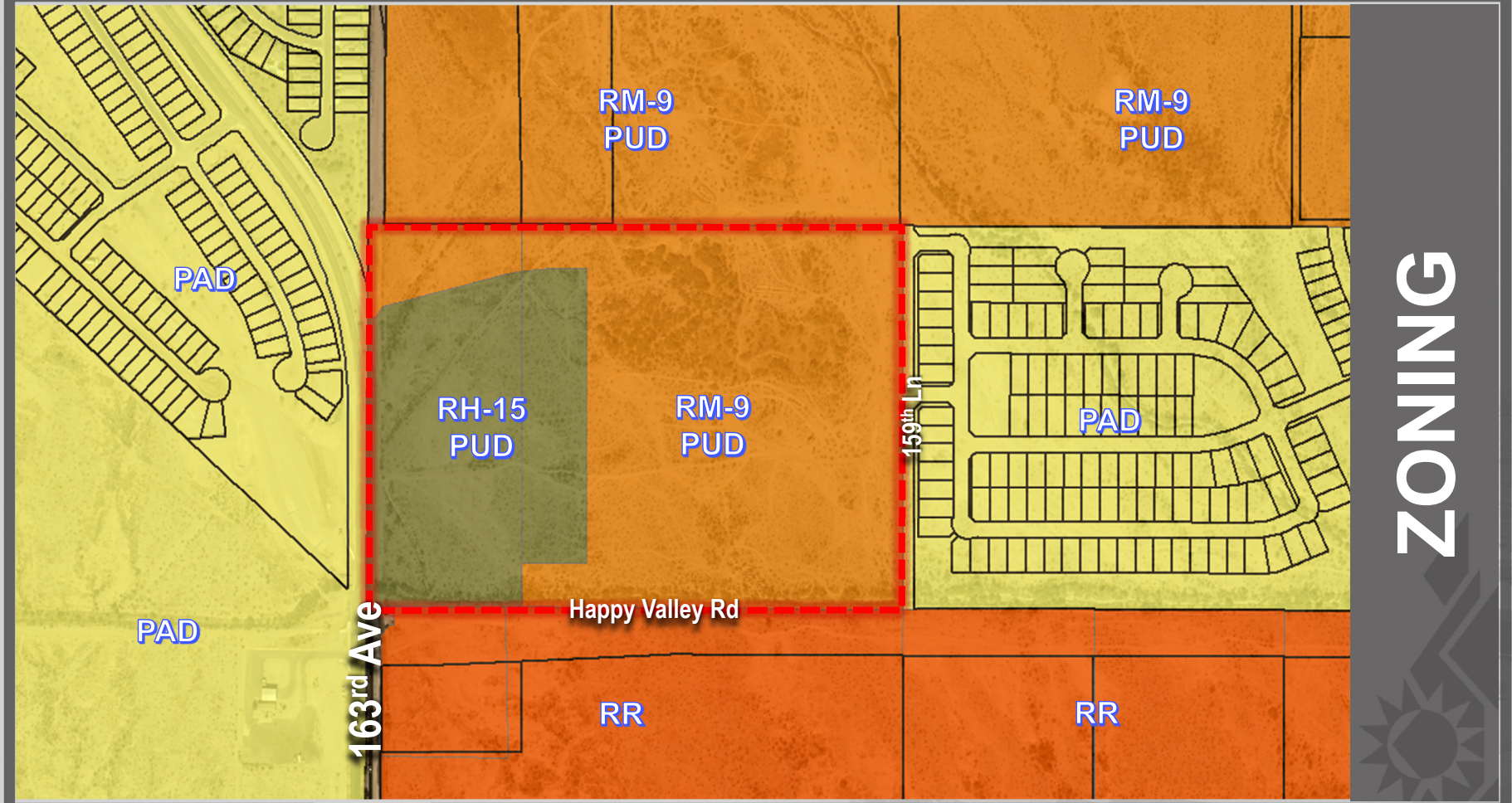
Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Landscape Plans
05 Luke AFB Comments



VICINITY MAP

VICINITY MAP


RM-9
PUD
RM-9
PUD
PAD
RH-15
PUD
RM-9
PUD
159th Ln
PAD
Happy Valley Rd
PAD
163rd Ave
RR
RR
ZONING

FINAL PLAT

Ellen Ranch

A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION (WITH RESPECT TO ALL LOTS, TRACTS AND OTHER PROPERTY EXCEPT PARCEL A) AND REEP-HINES ENCLAVE POINT JV LLC, A DELAWARE LIMITED LIABILITY COMPANY (WITH RESPECT ONLY TO PARCEL A), COLLECTIVELY, THE "OWNERS", HAVE SUBDIVIDED UNDER THE NAME "ELLEN RANCH", A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DO HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "ELLEN RANCH" AND DECLARE THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF PARCEL A AND EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT PARCEL A AND EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNERS HEREBY DEDICATE TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

OWNERS HEREBY GRANT 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 (NOT INCLUDING PARCEL A) WITHIN THE PLAT OWNED BY THE COMMUNITY ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

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

OWNERS HEREBY GRANT 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.

OWNERS HEREBY GRANT TO THE CITY OF SURPRISE A PERPETUAL GROSS ACCESS EASEMENT ACROSS THE PLAT (NOT INCLUDING PARCEL A) BUT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE COMMUNITY ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNERS HEREBY GRANT 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.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNERS 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 OWNERS TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

OWNERS HEREBY GRANT TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

OWNERS HEREBY GRANT 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.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED THESE RESPECTIVE CORPORATE NAMES TO BE SIGNED AND THESE RESPECTIVE CORPORATE SEALS TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICERS THIS _____ DAY OF _____, 20____.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

REEP-HINES ENCLAVE POINT JV LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

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

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

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

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

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

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

COMMUNITY ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT PALOMA CREEK COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "ELLEN RANCH" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT. PARCEL A IS EXCLUDED FROM THE COMMUNITY ASSOCIATION.

IN WITNESS WHEREOF, PALOMA CREEK COMMUNITY ASSOCIATION HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 20____.

PALOMA CREEK COMMUNITY ASSOCIATION
AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

GENERAL NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE AE AND ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
3. THE ROAD DESIGNATED AS PRIVATE, TRACT R, AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO CURB AND GUTTER, ARE PRIVATE; SUCH ROADS AND APPURTENANCES (BUT NOT INCLUDING PARCEL A) ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE COMMUNITY ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
4. 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.
5. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS (#4751 AND 14710, WHEN APPLICABLE.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS (NOT INCLUDING PARCEL A) SHALL BE THE RESPONSIBILITY OF THE OWNERS OR THE ASSOCIATION FORMED BY THE OWNERS.
7. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK (NOT INCLUDING PARCEL A), SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
8. FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED UNDER PS21-251.
9. ZONING OF THE PROPERTY IS RM-9 PUD AS APPROVED UNDER CASES PS20-090 AND PS21-026, OR AS SUBSEQUENTLY AMENDED
10. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

PUBLIC NOTICE

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

RELEASE OF LIABILITY

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION AND REEP-HINES ENCLAVE POINT JV LLC, A DELAWARE LIMITED LIABILITY COMPANY EACH DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON EACH 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.

OWNERS EACH HEREBY FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.

OWNERS EACH DOS 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 INDEMNITY EACH OWNER AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF THE OWNER AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

AVIGATION EASEMENT

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION AND REEP-HINES ENCLAVE POINT JV LLC, A DELAWARE LIMITED LIABILITY COMPANY EACH DO HEREBY GRANT BARGAIN SELL AND CONVEY UNTO GRANTEE ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA 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 LUKE AIR FORCE BASE GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDE GRANTEES USE OF THIS AVIGATION EASEMENT.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION

BY:_____ DATE:_____

REEP-HINES ENCLAVE POINT JV LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE:_____

ZONING

A PORTION OF THIS PLAT IS ZONED RM-15 W/PUD PER THE ENCLAVE POINT PUD (PS21-026), WHILE THE REMAINDER IS ZONED RM-9 PUD PER THE ELLEN RANCH PUD (PS20-090).

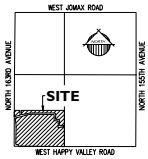
100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04-07-523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS MEASURED AND RECORDED IN BOOK 1317, PAGE 31 OF MARICOPA COUNTY RECORDS.

BEARING: NORTH 89 DEGREES 45 MINUTES 12 SECONDS WEST



SECTION 6
T.4 N., R.1 W.

VICINITY MAP
NOT TO SCALE

OWNERS/DEVELOPERS

(AS TO ALL PROPERTY EXCEPT FOR PARCEL A)
MERITAGE HOMES
8800 E. RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
CONTACT: TROY HILL

(AS FOR PARCEL A)
REEP-HINES ENCLAVE POINT JV LLC
2375 E. CAMELBACK ROAD, SUITE 150
PHOENIX, ARIZONA 85016
CONTACT: JAMES BULSEWICZ

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, ARIZONA 85201
TEL: (480)-503-2250
CONTACT: DANIEL AUXIER, PE

SHEET INDEX

1 COVER SHEET
2 LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE AND DETAILS
3 FINAL PLAT PLAN SHEET
4 FINAL PLAT PLAN SHEET
5 FINAL PLAT PLAN SHEET AND LEGAL DESCRIPTION
6 FINAL PLAT PLAN SHEET

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)	PERCENTAGE %
LOTS 1-167 (167 LOTS)	769,181	17.6580	34.52%
TRACTS A – Q, S & T	619,391	14.2192	27.80%
TRACTS R (PRIVATE STREET)	3,161	0.0726	0.14%
RIGHT OF WAY	270,147	6.2017	12.13%
PARCEL A	566,222	12.9987	25.41%
NET AREA	1,957,955	44.9485	87.88%
GROSS AREA	2,228,102	51.1502	100%
3.7 DU/AC (NET) 3.3 DU/AC (GROSS)			

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND S. MUNOZ III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2021; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RAYMOND S. MUNOZ III, RLS 53160
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 9/16/2021
DATE REVISED: 5/10/2022

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201 | P:480.833.2790
www.epsgroupinc.com

Ellen Ranch
SURPRISE, ARIZONA
FINAL PLAT

Project:

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNOZ III
53160
REGISTERED LAND SURVEYOR
ARIZONA U.S.A.

Job No.
16-400.11
FP01

Sheet No.
1
of 6

FS 22-0150

LOT #	AREA (SF)	AREA (AC)
1	5,178	0.1189
2	5,517	0.1267
3	5,920	0.1359
4	6,672	0.1532
5	6,133	0.1408
6	5,596	0.1285
7	5,109	0.1173
8	4,783	0.1098
9	4,438	0.1019
10	4,202	0.0965
11	4,084	0.0938
12	4,051	0.0930
13	4,046	0.0933
14	4,966	0.1140
15	4,950	0.1136
16	4,950	0.1136
17	4,950	0.1136
18	4,950	0.1136
19	4,950	0.1136
20	4,950	0.1136
21	4,950	0.1136
22	4,950	0.1136
23	4,950	0.1136
24	4,950	0.1136
25	4,950	0.1136
26	5,144	0.1181
27	4,966	0.1140
28	4,950	0.1136
29	4,950	0.1136
30	4,950	0.1136
31	4,950	0.1136
32	4,950	0.1136
33	4,950	0.1136
34	4,950	0.1136

LOT #	AREA (SF)	AREA (AC)
35	4,950	0.1136
36	4,950	0.1136
37	4,950	0.1136
38	4,838	0.1133
39	4,037	0.0927
40	4,050	0.0930
41	4,050	0.0930
42	4,050	0.0930
43	4,050	0.0930
44	4,050	0.0930
45	4,050	0.0930
46	4,050	0.0930
47	4,050	0.0930
48	4,050	0.0930
49	4,050	0.0930
50	5,097	0.1170
51	9,918	0.2285
52	6,798	0.1561
53	4,162	0.0956
54	4,154	0.0954
55	4,146	0.0952
56	5,057	0.1161
57	5,045	0.1158
58	5,033	0.1155
59	5,021	0.1153
60	5,009	0.1150
61	4,997	0.1147
62	4,985	0.1144
63	4,973	0.1142
64	5,204	0.1195
65	4,950	0.1136
66	4,950	0.1136
67	4,950	0.1136
68	4,950	0.1136

LOT #	AREA (SF)	AREA (AC)
69	4,950	0.1136
70	4,950	0.1136
71	4,950	0.1136
72	4,950	0.1136
73	4,950	0.1136
74	4,950	0.1136
75	4,950	0.1136
76	4,950	0.1136
77	4,838	0.1133
78	4,950	0.1136
79	4,950	0.1136
80	4,950	0.1136
81	4,950	0.1136
82	4,950	0.1136
83	4,950	0.1136
84	4,950	0.1136
85	4,950	0.1136
86	4,950	0.1136
87	4,950	0.1136
88	4,837	0.1133
89	4,038	0.0927
90	4,050	0.0930
91	4,050	0.0930
92	4,050	0.0930
93	4,050	0.0930
94	4,050	0.0930
95	4,050	0.0930
96	4,050	0.0930
97	4,050	0.0930
98	4,050	0.0930
99	4,050	0.0930
100	4,050	0.0930
101	4,050	0.0930
102	4,050	0.0930

LOT #	AREA (SF)	AREA (AC)
103	4,038	0.0927
104	4,050	0.0930
105	4,050	0.0930
106	4,050	0.0930
107	4,050	0.0930
108	4,050	0.0930
109	4,050	0.0930
110	4,050	0.0930
111	4,050	0.0930
112	4,050	0.0930
113	4,050	0.0930
114	4,050	0.0930
115	4,038	0.0927
116	4,038	0.0927
117	4,050	0.0930
118	4,050	0.0930
119	4,050	0.0930
120	4,050	0.0930
121	4,050	0.0930
122	4,050	0.0930
123	4,050	0.0930
124	4,050	0.0930
125	4,050	0.0930
126	4,050	0.0930
127	4,050	0.0930
128	4,050	0.0930
129	4,050	0.0930
130	4,050	0.0930
131	4,050	0.0930
132	4,050	0.0930
133	4,050	0.0930
134	4,050	0.0930
135	4,050	0.0930
136	4,050	0.0930

LOT #	AREA (SF)	AREA (AC)
137	4,050	0.0930
138	4,050	0.0930
139	4,050	0.0930
140	4,037	0.0927
141	4,037	0.0927
142	4,050	0.0930
143	4,050	0.0930
144	4,050	0.0930
145	4,050	0.0930
146	4,050	0.0930
147	4,050	0.0930
148	4,050	0.0930
149	4,050	0.0930
150	4,050	0.0930
151	4,050	0.0930
152	4,050	0.0930
153	4,050	0.0930
154	5,143	0.1181
155	4,950	0.1136
156	4,950	0.1136
157	4,950	0.1136
158	4,050	0.0930
159	4,056	0.0931
160	4,137	0.0950
161	4,334	0.0995
162	4,600	0.1056
163	6,521	0.1497
164	5,399	0.1239
165	5,400	0.1240
166	6,037	0.1386
167	9,257	0.2125

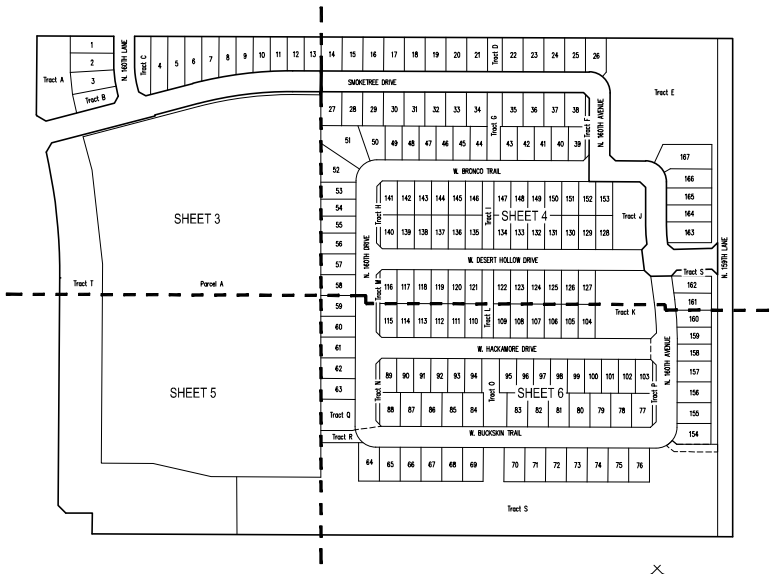
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND DRAINAGE CHANNEL	20,115	0.4618
Tract B	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	5,296	0.1216
Tract C	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	6,274	0.1440
Tract D	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	3,516	0.0807
Tract E	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, RETENTION AND AMENITY	93,017	2.1354
Tract F	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	1,600	0.0367
Tract G	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	6,750	0.1550
Tract H	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	1,600	0.0367
Tract I	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	5,400	0.1240
Tract J	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND RETENTION	15,587	0.3578
Tract K	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND RETENTION	27,720	0.6364
Tract L	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	5,400	0.1240
Tract M	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	1,600	0.0367
Tract N	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	1,600	0.0367
Tract O	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND RETENTION	9,808	0.2252
Tract P	LANDSCAPE, OPEN SPACE AND ** PUBLIC UTILITY EASEMENT	1,600	0.0367
Tract Q	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND RETENTION	7,424	0.1704
Tract R	PRIVATE STREET AND SEWER EASEMENT	3,161	0.0726
Tract S	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT, RETENTION, DRAINAGE CHANNEL AND SEWER EASEMENT	226,838	5.2072
Tract T	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT AND DRAINAGE CHANNEL	178,256	4.0922

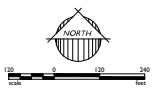
1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. ** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERIK **) ONLY AFFECT A PORTION OF THE TRACT WITH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

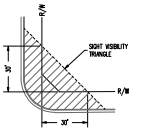
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	335.61'	1465.00'	13°07'33"	334.88'	N06°10'11"W
C2	252.98'	972.50'	14°54'17"	252.27'	N82°46'03"E
C3	74.56'	772.50'	5°31'44"	74.53'	S02°31'39"E
C4	8.61'	772.50'	0°38'19"	8.61'	N88°33'31"E
C5	10.28'	827.50'	0°42'45"	10.28'	S89°35'50"W
C6	74.58'	722.50'	5°54'56"	74.55'	N02°44'16"W
C7	86.39'	55.00'	90°00'00"	77.78'	N44°46'49"W
C8	86.39'	55.00'	90°00'00"	77.78'	N44°46'49"W
C9	267.29'	1027.50'	14°54'17"	266.54'	S82°46'03"W
C10	70.76'	272.50'	14°52'40"	70.56'	N07°14'46"W
C11	85.04'	327.50'	14°52'40"	84.80'	S07°14'46"E
C12	2.58'	1465.00'	0°06'04"	2.58'	N16°41'16"W
C13	368.45'	1400.00'	15°04'46"	367.37'	N07°08'45"W
C14	77.90'	300.00'	14°52'40"	77.68'	S07°14'46"E
C15	260.14'	1000.00'	14°54'17"	259.40'	S82°46'03"W
C16	86.39'	55.00'	90°00'00"	77.78'	S45°13'11"W
C17	24.45'	800.00'	1°45'04"	24.45'	S89°07'09"W
C18	99.57'	750.00'	7°36'23"	99.49'	S03°35'00"E
C19	27.63'	800.00'	1°58'44"	27.63'	N89°13'50"E
C20	80.91'	722.50'	6°25'00"	80.87'	N04°10'41"W
C21	99.57'	750.00'	7°36'23"	99.49'	N03°35'00"W
C22	103.22'	777.50'	7°36'23"	103.14'	N03°35'00"W
C23	86.39'	55.00'	90°00'00"	77.78'	N45°13'11"E
C24	86.39'	55.00'	90°00'00"	77.78'	S44°46'49"E
C25	9.65'	20.00'	27°38'20"	9.55'	N76°24'01"E
C26	250.80'	964.50'	14°54'17"	250.15'	S82°46'03"W

LINE	BEARING	LENGTH
L1	N00°23'12"E	55.00'
L2	N89°45'12"W	69.99'
L3	N44°46'49"E	28.25'
L4	N30°18'54"E	28.16'
L5	N14°41'06"W	2.50'
L6	S44°46'49"E	21.21'
L7	S00°13'11"W	220.00'
L8	S89°46'49"E	135.11'
L9	S44°46'49"E	21.21'
L10	S00°13'11"W	75.64'
L11	S42°14'46"W	20.06'
L12	S52°19'45"E	59.47'
L13	S48°35'00"E	22.57'
L14	N89°36'39"E	55.41'
L15	N40°25'28"E	20.15'
L16	N89°14'28"E	85.00'
L17	S45°17'09"E	21.11'
L18	N00°00'28"W	85.00'
L19	S44°43'53"W	21.21'
L20	S89°14'28"W	90.36'
L21	N44°14'03"W	21.19'
L22	N00°13'11"E	90.64'
L23	N89°46'49"E	80.17'

LINE	BEARING	LENGTH
L24	N44°46'49"E	21.21'
L25	N00°13'11"E	165.00'
L26	N89°46'06"W	21.21'
L27	N14°41'06"W	9.11'
L28	N00°13'34"E	68.43'
L29	S00°13'34"W	68.43'
L30	S14°41'06"E	6.61'
L31	S30°18'54"W	21.21'
L32	N59°41'06"W	28.16'
L33	N39°08'52"E	15.70'
L34	N45°13'11"E	21.21'
L35	N45°13'11"E	21.21'
L36	N45°13'11"E	21.21'
L37	N62°24'50"E	18.49'
L38	N89°53'32"E	40.00'
L39	N89°46'49"W	42.48'
L40	N07°23'11"W	42.45'
L41	S45°13'11"W	21.21'
L42	S44°53'27"E	21.10'
L43	N44°46'49"W	21.21'
L44	S45°13'11"E	21.21'
L45	N59°53'53"W	15.65'
L46	S44°46'49"E	21.21'







TYPICAL S.V.T. EASEMENT
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N.T.S.
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1130 N. Alma School Rd. Suite 120
Mesa, AZ 85201 | P:480.833.3790
www.epsgroupinc.com

Ellen Ranch
SURPRISE, ARIZONA
FINAL PLAT

Project:

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MUNCIE
No. 32700
EXPIRES 9/30/23
REGISTERED LANDSCAPE ARCHITECT

Job No.
16-400.11
FP01
Sheet No.
2
of 6

FS 22-0150

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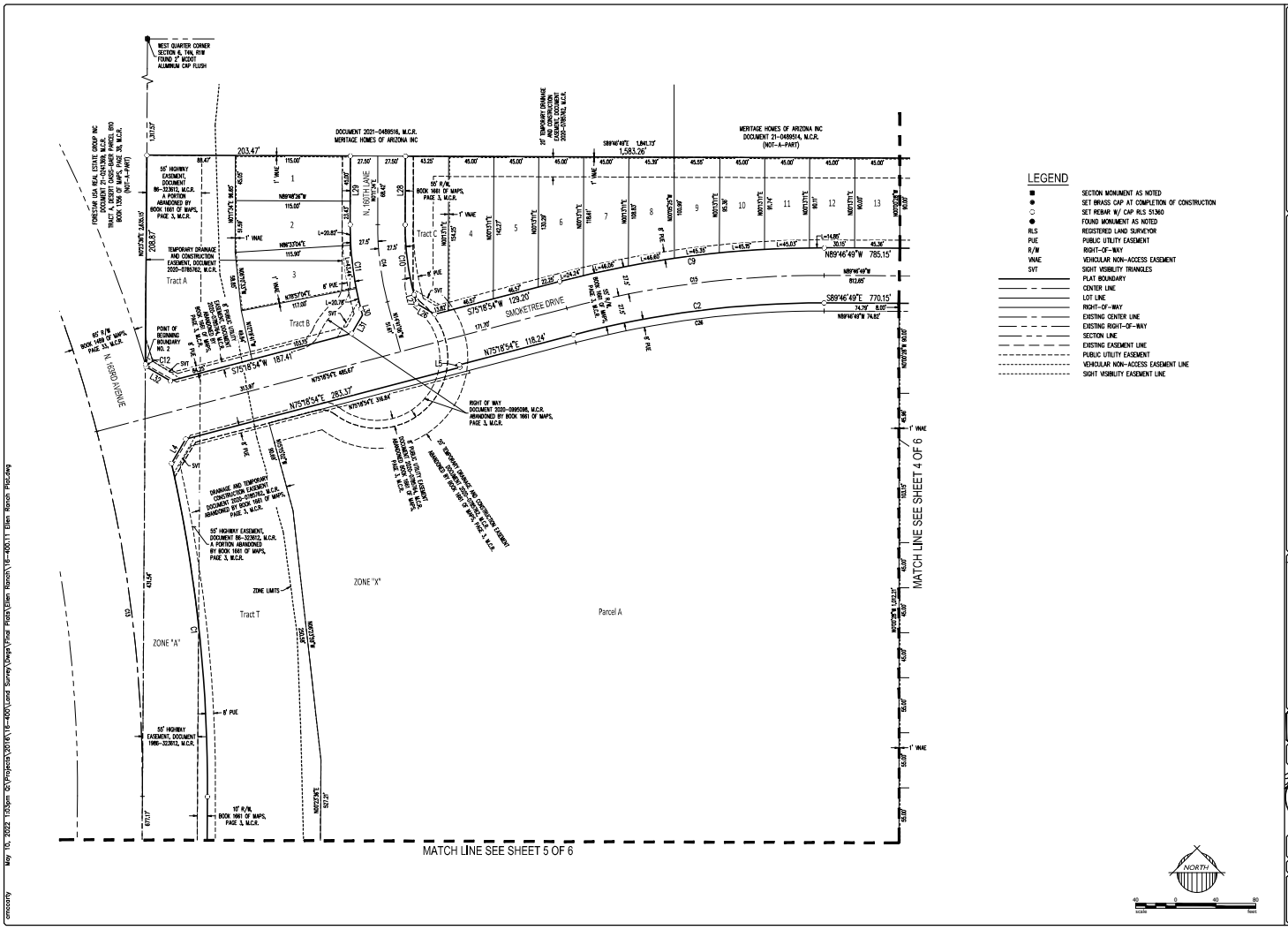

EPS GROUP
1130 N. Alma School Rd, Suite 120
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Project: Ellen Ranch
SURPRISE, ARIZONA
FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

Job No. 16-400.11
FP01
Sheet No. 3 of 6

FS 22-0150

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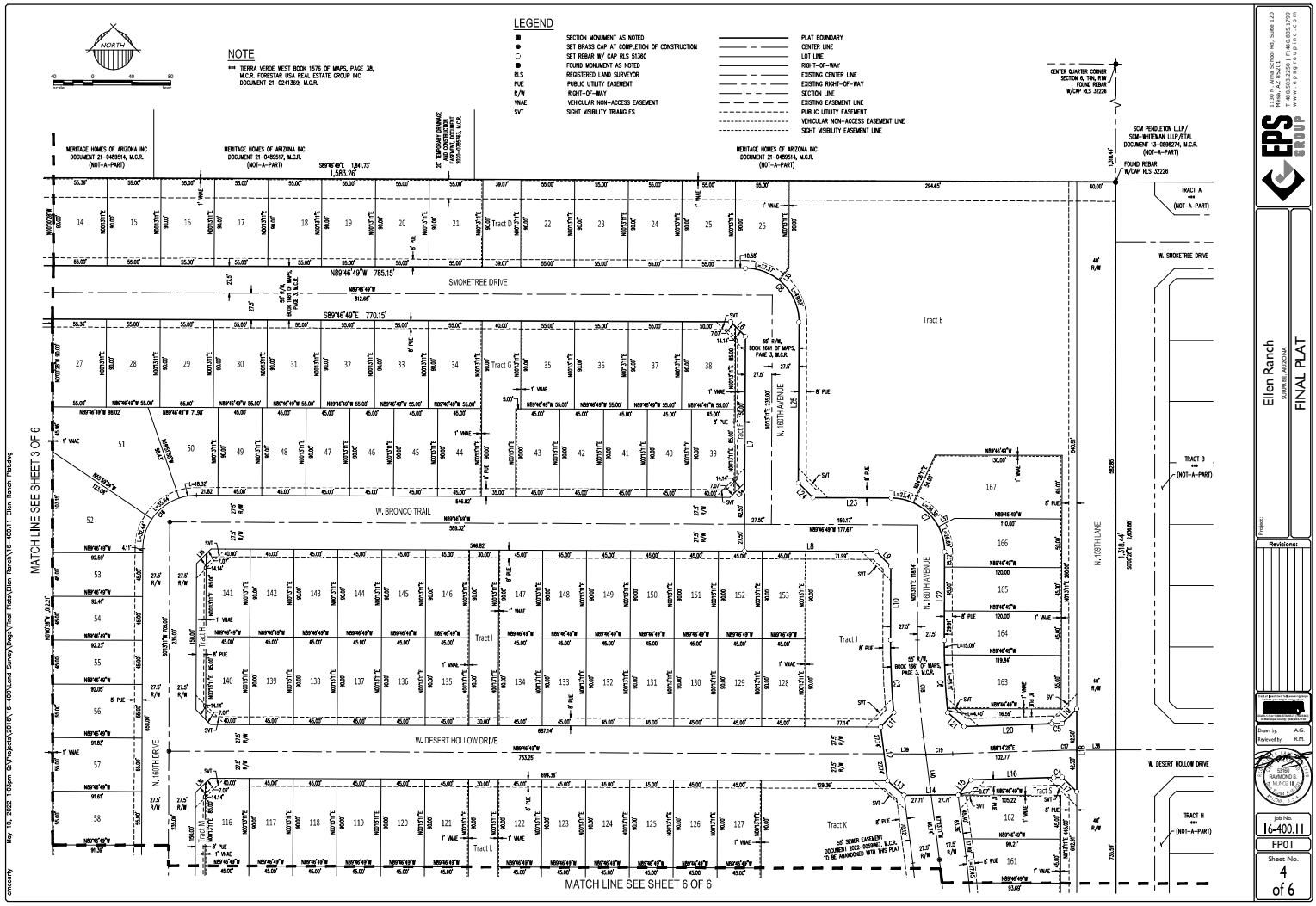

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Project: Ellen Ranch
SURPRISE, ARIZONA
FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

Job No. 16-400.11
FP01
Sheet No. 4 of 6

FS 22-0150

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY NO. 1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, BEING MARKED BY A 2" ALUMINUM CAP FLUSH STAMPED RLS 30562, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY A 3" BUREAU OF LAND MANAGEMENT BRASS CAP, BEARS SOUTH 89 DEGREES 45 MINUTES 12 SECONDS EAST, (BASIS OF BEARING) 1,850.96 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SOUTH 89 DEGREES 45 MINUTES 12 SECONDS EAST, 155.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0 DEGREES 23 MINUTES 12 SECONDS EAST, 55.00 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 12 SECONDS WEST, 69.99 FEET;

THENCE NORTH 44 DEGREES 40 MINUTES 48 SECONDS WEST, 28.25 FEET;

THENCE NORTH 0 DEGREES 23 MINUTES 36 SECONDS EAST, 602.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1465.00 FEET;

THENCE NORTHWESTERLY 335.61 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 07 MINUTES 33 SECONDS;

THENCE NORTH 30 DEGREES 18 MINUTES 54 SECONDS EAST, 28.16 FEET;

THENCE NORTH 75 DEGREES 18 MINUTES 54 SECONDS EAST, 283.37 FEET;

THENCE NORTH 14 DEGREES 41 MINUTES 06 SECONDS WEST, 2.50 FEET;

THENCE NORTH 75 DEGREES 18 MINUTES 54 SECONDS EAST, 118.24 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 972.50 FEET;

THENCE NORTHEASTERLY 252.08 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14 DEGREES 54 MINUTES 17 SECONDS;

THENCE SOUTH 89 DEGREES 46 MINUTES 49 SECONDS EAST, 770.15 FEET;

THENCE SOUTH 44 DEGREES 46 MINUTES 49 SECONDS EAST, 21.21 FEET;

THENCE SOUTH 0 DEGREES 13 MINUTES 11 SECONDS WEST, 220.00 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 49 SECONDS EAST, 135.17 FEET;

THENCE SOUTH 44 DEGREES 46 MINUTES 49 SECONDS EAST, 21.21 FEET;

THENCE SOUTH 0 DEGREES 13 MINUTES 11 SECONDS WEST, 75.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 777.50 FEET;

THENCE SOUTHERLY 74.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5 DEGREES 29 MINUTES 41 SECONDS;

THENCE SOUTH 42 DEGREES 11 MINUTES 46 SECONDS WEST, 20.06 FEET;

THENCE SOUTH 7 DEGREES 15 MINUTES 45 SECONDS EAST, 55.47 FEET;

THENCE SOUTH 48 DEGREES 35 MINUTES 00 SECONDS EAST, 22.57 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST, 55.41 FEET;

THENCE NORTH 40 DEGREES 25 MINUTES 38 SECONDS EAST, 20.15 FEET;

THENCE NORTH 88 DEGREES 14 MINUTES 28 SECONDS EAST, 85.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 772.50 FEET;

THENCE EASTERLY 8.61 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0 DEGREES 38 MINUTES 19 SECONDS;

THENCE SOUTH 45 DEGREES 17 MINUTES 09 SECONDS EAST, 21.11 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 28 SECONDS WEST, 85.00 FEET;

THENCE SOUTH 44 DEGREES 43 MINUTES 57 SECONDS WEST, 21.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 1 DEGREES 02 MINUTES 47 SECONDS EAST A DISTANCE OF 827.50 FEET;

THENCE WESTERLY 10.29 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0 DEGREES 42 MINUTES 45 SECONDS;

THENCE SOUTH 88 DEGREES 14 MINUTES 28 SECONDS WEST, 90.36 FEET;

THENCE NORTH 40 DEGREES 44 MINUTES 03 SECONDS WEST, 21.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, FROM WHICH THE RADIUS POINT BEARS NORTH 84 DEGREES 18 MINUTES 16 SECONDS EAST A DISTANCE OF 722.50 FEET;

THENCE NORTHERLY 74.59 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5 DEGREES 54 MINUTES 56 SECONDS;

THENCE NORTH 0 DEGREES 13 MINUTES 11 SECONDS EAST, 90.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY 86.39 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 89 DEGREES 46 MINUTES 49 SECONDS WEST, 80.17 FEET;

THENCE NORTH 44 DEGREES 46 MINUTES 49 SECONDS WEST, 21.21 FEET;

THENCE NORTH 0 DEGREES 13 MINUTES 11 SECONDS EAST, 165.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY 86.39 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 89 DEGREES 46 MINUTES 49 SECONDS WEST, 785.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1,027.50 FEET;

THENCE SOUTHWESTERLY 267.29 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14 DEGREES 54 MINUTES 17 SECONDS;

THENCE SOUTH 75 DEGREES 18 MINUTES 54 SECONDS WEST, 129.20 FEET;

THENCE NORTH 59 DEGREES 41 MINUTES 06 SECONDS WEST, 21.21 FEET;

THENCE NORTH 14 DEGREES 41 MINUTES 06 SECONDS WEST, 8.11 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 272.50 FEET;

THENCE NORTHWESTERLY 70.76 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14 DEGREES 52 MINUTES 40 SECONDS;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, 68.40 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 46 MINUTES 49 SECONDS EAST, 1,583.26 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER;

THENCE ALONG EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 0 DEGREES 00 MINUTES 28 SECONDS EAST, 1,318.44 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 45 MINUTES 12 SECONDS WEST, 1,695.96 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BOUNDARY NO. 2

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, BEING MARKED BY A 2" ALUMINUM CAP FLUSH STAMPED RLS 30562, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY A 3" BUREAU OF LAND MANAGEMENT BRASS CAP, BEARS SOUTH 89 DEGREES 45 MINUTES 12 SECONDS EAST, (BASIS OF BEARING) 1,850.96 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 0 DEGREES 23 MINUTES 36 SECONDS EAST, 1,108.71 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 0 DEGREES 23 MINUTES 36 SECONDS EAST, 208.87 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER

THENCE ALONG THE NORTH LINE OF THE THE SOUTH HALF OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 46 MINUTES 49 SECONDS EAST, 203.47 FEET;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, 68.43 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 327.50 FEET;

THENCE SOUTHEASTERLY 85.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14 DEGREES 52 MINUTES 40 SECONDS;

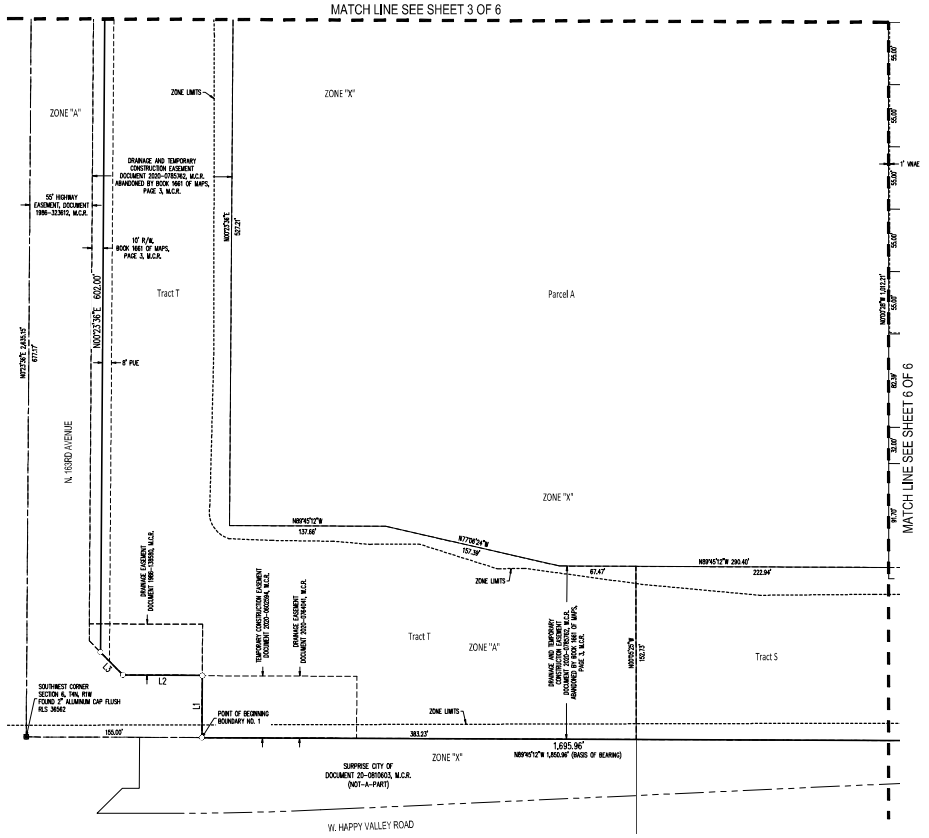
THENCE SOUTH 14 DEGREES 41 MINUTES 06 SECONDS EAST, 6.61 FEET;

THENCE SOUTH 30 DEGREES 18 MINUTES 54 SECONDS WEST, 21.21 FEET;

THENCE SOUTH 75 DEGREES 18 MINUTES 54 SECONDS WEST, 187.41 FEET;

THENCE NORTH 59 DEGREES 41 MINUTES 06 SECONDS WEST, 28.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 73 DEGREES 21 MINUTES 46 SECONDS WEST A DISTANCE OF 1,465.00 FEET;

THENCE NORTHWESTERLY 2.58 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0 DEGREES 06 MINUTES 04 SECONDS TO THE POINT OF BEGINNING.



LEGEND

■	SECTION MONUMENT AS NOTED
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	SET REBAR W/ CAP RLS 51360
●	FOUND MONUMENT AS NOTED
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLES

	PLAT BOUNDARY
	CENTER LINE
	LOT LINE
	RIGHT-OF-WAY
	EXISTING CENTER LINE
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE

NORTH

SCALE: 1" = 80'

EPS GROUP
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Ellen Ranch
SURPRISE, ARIZONA

FINAL PLAT

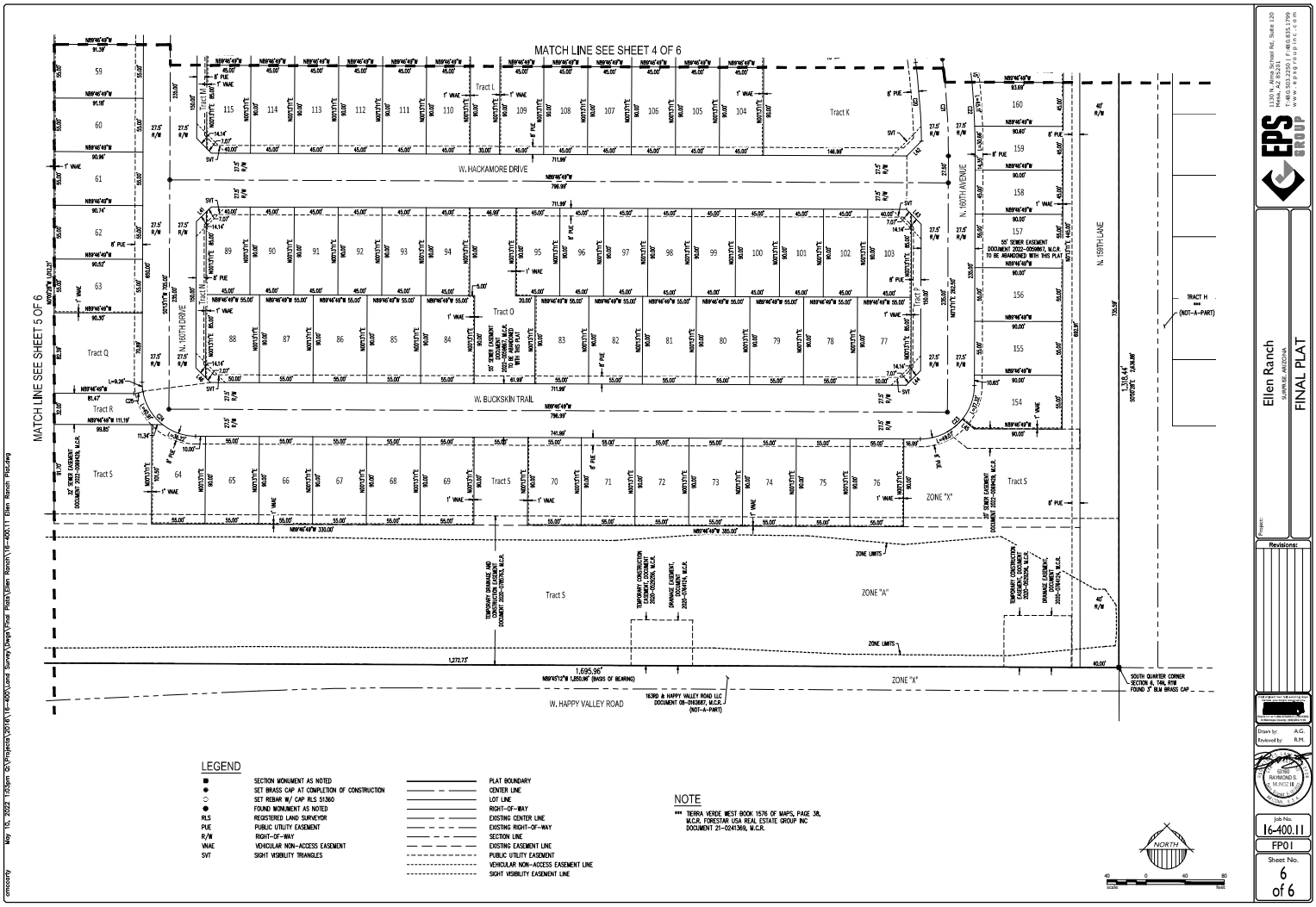
Revisions:

Drawn by: A.G.
Reviewed by: R.M.

RAYMOND S. MARCUM II
32780
Expires 9/30/2023

Job No. 16-400.11
FP01
Sheet No. 5 of 6

FS 22-0150



LEGEND

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	PLAT BOUNDARY
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	PUBLIC UTILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE

NOTE

*** TIERRA VERDE WEST BOOK 1576 OF MAPS, PAGE 38, M.C.R. FORESTAR USA REAL ESTATE GROUP INC DOCUMENT 21-0241369, M.C.R.

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Project: Ellen Ranch
SURPRISE, ARIZONA
FINAL PLAT

Revisions:

Drawn by: A.G.
Reviewed by: R.M.

Job No. 16-400.11
FP01
Sheet No. 6 of 6

FS 22-0150

LANDSCAPE NOTES:

1. PRIOR TO BIDDING, THE LANDSCAPE CONTRACTOR SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK (IF REQUIRED).
2. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR, AND AN OWNER'S REPRESENTATIVE SHALL INSPECT THE SITE AND DOCUMENT ANY DAMAGE TO SIDEWALKS, CURBS OR OTHER HARDSCAPES. ALL AREAS TO BE RE-INSPECTED UPON FINAL WALK THROUGH AND ANY DAMAGED AREAS TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. LANDSCAPE CONTRACTOR TO RENEW ALL RELATED ENGINEERING, ARCHITECTURAL AND DRAINAGE PLANS AND COORDINATE WITH THE APPROPRIATE CONTRACTOR ON ANY ITEMS WITH OVERLAPPING SCOPE. ANY DISCREPANCIES BETWEEN THE LANDSCAPE PLAN AND ANY OTHER CONSULTANT PLANS MUST BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. PRIOR TO CONSTRUCTION, ANY CLARIFICATIONS OR DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE CONDITIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
5. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-782-5348.
6. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
7. ALL QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR, PLANS TAKE PRECEDENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD ESTIMATE ALL DECOMPOSED GRANITE QUANTITIES.
8. THE LANDSCAPE CONTRACTOR SHALL WARRANTY ALL HARDSCAPES, IRRIGATION COMPONENTS AND TREES FOR A PERIOD OF 1 YEAR. SHRUBS, ACCENTS AND GROUND COVERS SHALL CARRY A 90 DAY WARRANTY.
9. ALL PLANTS MUST BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED IN ADEQUATE OR NOT MEETING NURSERYMAN STANDARDS.
10. DUE TO SEASONAL PLANT MATERIAL AVAILABILITY, ALL ALTERNATES AND/OR SUBSTITUTIONS ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT, OWNER OR JURISDICTION.
11. PLANTS TO BE LOCATED AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.
12. LANDSCAPE CONTRACTOR TO CONTACT THE G.C. OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF PRE-EMERGENT FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.
13. PREPARED BACKFILL FOR PLANTING PITS SHALL BE 4 PARTS NATIVE SOIL TO 1 PART NITROGEN STABILIZED MULCH. MIX MULCH AND SOIL BACKFILL THOROUGHLY TO CREATE BACKFILL PRIOR TO PLACING IN PIT.
14. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION 795. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
15. PROVIDE THE G.C. AND/OR OWNER A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE UNLESS OTHERWISE NOTED ON PLANS. DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND BE RAKED UNIFORMLY ALONG WALLS, SIDEWALKS, AND CURBS.
16. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE OWNER.

IRRIGATION NOTES:

1. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS TO COORDINATE ALL SLEEVING LOCATIONS WITH THE GENERAL CONTRACTOR AND/OR PAVING CONTRACTOR TO ENSURE THAT ALL SLEEVES ARE INSTALLED PRIOR TO PAVING. VERIFY ANY EXISTING SLEEVES THAT MAY HAVE BEEN PREVIOUSLY INSTALLED.
2. PRIOR TO CONSTRUCTION, VERIFY STATIC WATER PRESSURE. CONTACT LANDSCAPE ARCHITECT IF STATIC PRESSURE IS NOT ADEQUATE FOR LISTED DESIGN PRESSURE ON THE IRRIGATION PLANS.
3. MAINTAIN IRRIGATION AS-BUILTS THROUGHOUT INSTALLATION. AS-BUILT SET TO BE TURNED OVER TO OWNER PRIOR TO ACCEPTANCE OF THE IRRIGATION INSTALL.
4. VACUUM BREAKER/BACKFLOW PREVENTION DEVICE TO BE ASSEMBLED PER LOCAL JURISDICTIONAL STANDARDS AND DETAILS.
5. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLER LOCATIONS. ALL ELECTRICAL WORK TO BE PER MANUFACTURER'S SPECIFICATIONS AND PER LOCAL CODE.
6. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS- ALL LINES AND EQUIPMENT ARE SCHEMATIC.
7. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURERS SPECIFICATIONS. ALL DEVIATIONS FROM DRAWINGS OR MATERIALS USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND OR LANDSCAPE ARCHITECT.
8. USE COMMON TRENCHES WHERE POSSIBLE. SEE DETAILS FOR TRENCHING AND MINIMUM IRRIGATION PIPE BURY DEPTHS.
9. CONTROLLER WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES & SHRUB LINES. AT LEAST THREE EXTRA CONTROL WIRES TO BE RUN TO THE FARTHEST VALVE LOCATION OF THE SYSTEM.
10. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES.
11. AN 18 GAUGE TRACER WIRE OF A DIFFERENT COLOR THAN THE CONTROL WIRES SHALL BE INSTALLED WITH ALL MAINLINES.
12. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. ALL BOXES TO BE PLACED IN INCONSPICUOUS LOCATIONS AS POSSIBLE. AVOID INSTALLING VALVE BOXES AT THE BOTTOM OF ANY RETENTION AREAS WHERE PONDING IS POSSIBLE.
13. ALL PEA GRAVEL IN VALVE BOXES TO BE CLEANED FROM TOP OF VALVE SO THAT VALVE IS COMPLETE VISIBLE, LIP OF VALVE BOX IS ALSO TO BE FREE OF DEBRIS.
14. EMITTERS TO BE PLACED ON THE UPHILL SIDE OF THE PLANTS. ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOT-BALL.
15. CONTRACTOR TO CAP OFF ALL IRRIGATION AT PHASING LIMITS AS REQUIRED, AND MARK APPROPRIATELY FOR EASY LOCATION UPON FUTURE EXPANSION.
16. PRIOR TO OWNERS APPROVAL, AN IRRIGATION "TUNE-UP" MUST BE PERFORMED AS FOLLOWS:
    A. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS. (AS-BUILTS PER #2 ABOVE).
    B. IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS CORRESPONDING TO MARKED LABELS ON TOP OF VALVE BOXES. THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF CONTROLLER.
    C. ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH "Y" STRAINER, AND WORKING AWAY FROM PRESSURE REGULATOR.
    D. ALL IRRIGATION SPRAY HEADS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS/RADIUS ADJUSTED TO ACHIEVE 100% COVERAGE, AVOID OVER-SPRAY ONTO ALL WALKS, CURBS, WALLS, EXISTING STRUCTURES OR ANOTHER OTHER HARDSCAPE AREA. ADJUST ALL HEADS/ROTORS TO PROPER HEIGHTS AND VERTICAL ALIGNMENT.
    E. ENSURE THAT NO CONTROL WIRE WAS DAMAGED DURING CONSTRUCTION AND THAT ALL VALVES ARE ELECTRONICALLY OPERABLE BY THE CONTROLLER.
    F. AUDIT ENTIRE SYSTEM FOR LEAKS OR DAMAGE DURING CONSTRUCTION.

CITY OF SURPRISE GENERAL NOTES:

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF PLANS AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
3. ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSED ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPE AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/ OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
5. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM ANY BUILDINGS IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE OF LANDSCAPE AREAS SHALL BE 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OF GRASS SEED/SOD.
6. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE SIGN PERMIT.
7. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02. TREES, SHRUBS AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES, PER SURPRISE EDS DETAIL 4-01.
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.
9. ALL TREES WITH AN UPRIGHT GROWTH HABIT WILL HAVE THE MAIN LEADERS INTACT PER CITY OF SURPRISE.

SPECIAL NOTES:

1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE EDS STD. 8-14 WHEN TREES ARE WITHIN 3' OF SIDEWALKS, CURBS, PAVEMENT OR WALLS.
2. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR AN APPROVED EQUIVALENT BY THE OWNER/LANDSCAPE ARCHITECT.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB. LOCAL STREETS WILL HAVE A MINIMUM OF ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/OR GROUND COVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE. HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE WILL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUND COVER PLANTS.
4. TREE SPECIES PERMITTED WITHIN THE R.O.W.:
   - 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 CHINENSIS)
   - MESQUITE THORNLESS (CHILEAN) *
   - IRONWOOD (OLNEYA TESOTA) *
   - PALO VERDE (PARKINSONIA ACULEATA/FLORIDA) *
   - PALO VERDE 'DESERT MUSEUM' *

   * ONLY IN MEDIANS AND APPROVED ON A CASE-BY CASE BASIS
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES.
6. DEVELOPER RESERVES THE RIGHT TO REPLACE ANY TREE, OUTSIDE OF THE R.O.W., WITH A SALVAGED TREE OF EQUAL OR GREATER SIZE THAN WHAT IS SPECIFIED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING, PER CITY OF SURPRISE EDS STD. 8.2(5).
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS CHAPTER 8.

PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	ACACIA ANEURA - MULGA	52	24" BOX	STANDARD
	ACACIA SALICINA - WILLOW ACACIA *	72	24" BOX	STANDARD
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW *	53	24" BOX	STANDARD
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE	45	24" BOX	STANDARD
	PISTACIA LENTISCUS - MASTIC	8	24" BOX	STANDARD
	PROSOPIS HYBRID 'AZT' - AZT THORNLESS MESQUITE	23	24" BOX	STANDARD
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK *	19	24" BOX	STANDARD
SHRUBS				
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER	68	5 GAL	CAN FULL
	DODONEA VISCOSA - HOP BUSH	188	5 GAL	CAN FULL
	ENCELIA FARINOSA - BRITTLEBUSH	55	5 GAL	CAN FULL
	EREMOPHILA HYGROPHANA - BLUE BELLS	194	5 GAL	CAN FULL
	JUSTICIA CALIFORNICA - CHUPAROSA	64	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	164	5 GAL	CAN FULL
	LEUCOPHYLLUM LAVIGATUM - CHIHUAHUAN SAGE	216	5 GAL	CAN FULL
	SIMMONDSIA CHINENSIS - JOJOBA	147	5 GAL	CAN FULL
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	11	5 GAL	5 GAL
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS	47	5 GAL	5 GAL
	DASYLIRION WHEELERI - DESERT SPOON	15	5 GAL	5 GAL
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA	122	5 GAL	5 GAL
	MUHLENBERGIA RIGENS - DEER GRASS	149	5 GAL	5 GAL
	YUCCA RUPICOLA - TWISTED LEAF YUCCA	118	5 GAL	5 GAL
GROUND COVERS				
	ACACIA REDOLENS - TRAILING ACACIA	46	5 GAL	5 GAL
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE	45	5 GAL	5 GAL
	BAILEYA MULTIRADIATA - DESERT MARIGOLD	290	5 GAL	5 GAL
	LANTANA MONTEVIDENSIS - PURPLE TRAILING LANTANA	184	5 GAL	5 GAL
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH. COLOR TO BE 'PALOMINO GOLD' BY KILAUEA CRUSHERS.	276,217 SQ.FT.		
	MID-IRON BERMUDA TURF	22,187 SQ.FT.		

* INDICATES R.O.W. APPROVED TREES.

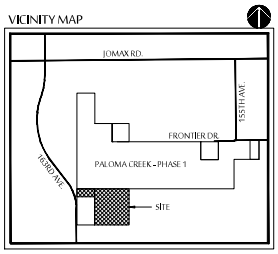
SHEET INDEX

L0.1	COVER SHEET
L1.1-L1.8	PLANTING PLAN
L2.1-L2.8	IRRIGATION PLAN
L3.1	WALL PLAN
L4.1	HARDSCAPE DETAILS
L4.2	LANDSCAPE DETAILS
L4.3-L4.4	IRRIGATION DETAILS

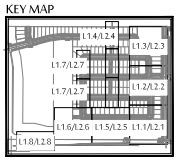
IRRIGATION DEMANDS

1. AREA OF TURF LANDSCAPE	-	22,187 SQ.FT
2. AREA OF NON-TURF LANDSCAPE	-	276,234 SQ.FT
3. TURF PEAK SEASON DEMAND (GPD)	-	5,157 (GPD)
4. NON-TURF PEAK SEASON DEMAND (GPD)	-	7,006 (GPD)
5. ANNUAL TOTAL DEMAND (GPY)	-	1,919,780 (GPY)

VICINITY MAP



KEY MAP



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Registered Landscape Architect
NICK ADAMSON
NICHOLAS
ROBERT
ADAMSON
Expires: 03-31-2023

COVER SHEET
PALOMA CREEK - ELLEN RANCH
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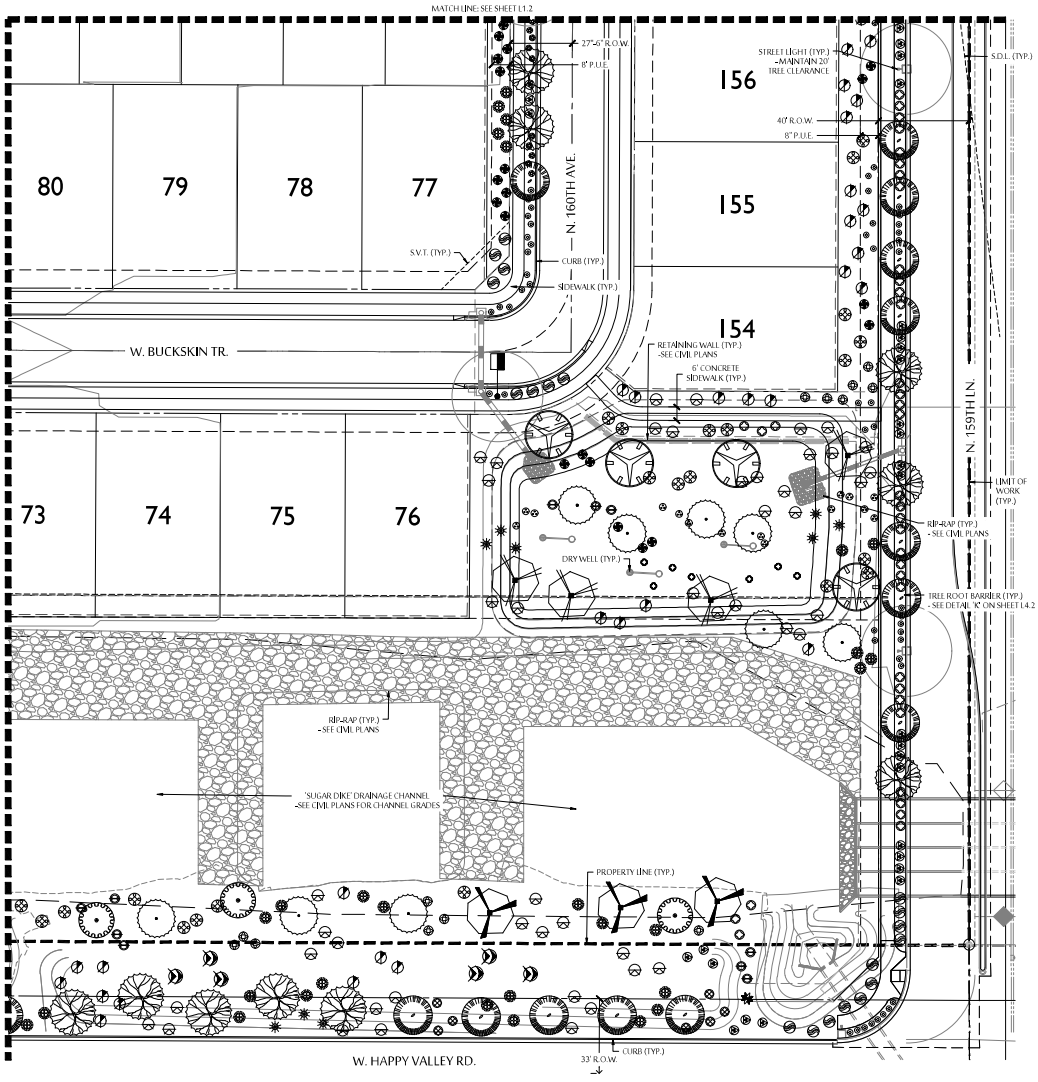
These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO.	21-24
DATE:	03-24-22
DRAWN BY:	MCH, BD
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS22-0150

SHEET NO.
L0.1



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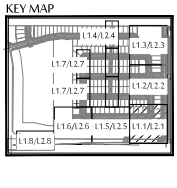
	MJD-IRON BERMUDA TURF

*INDICATES R.O.W. APPROVED TREES.

KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

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Expires 03-31-2023

PLANTING PLAN

PALOMA CREEK - ELLEN RANCH

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SURPRISE, ARIZONA 85387

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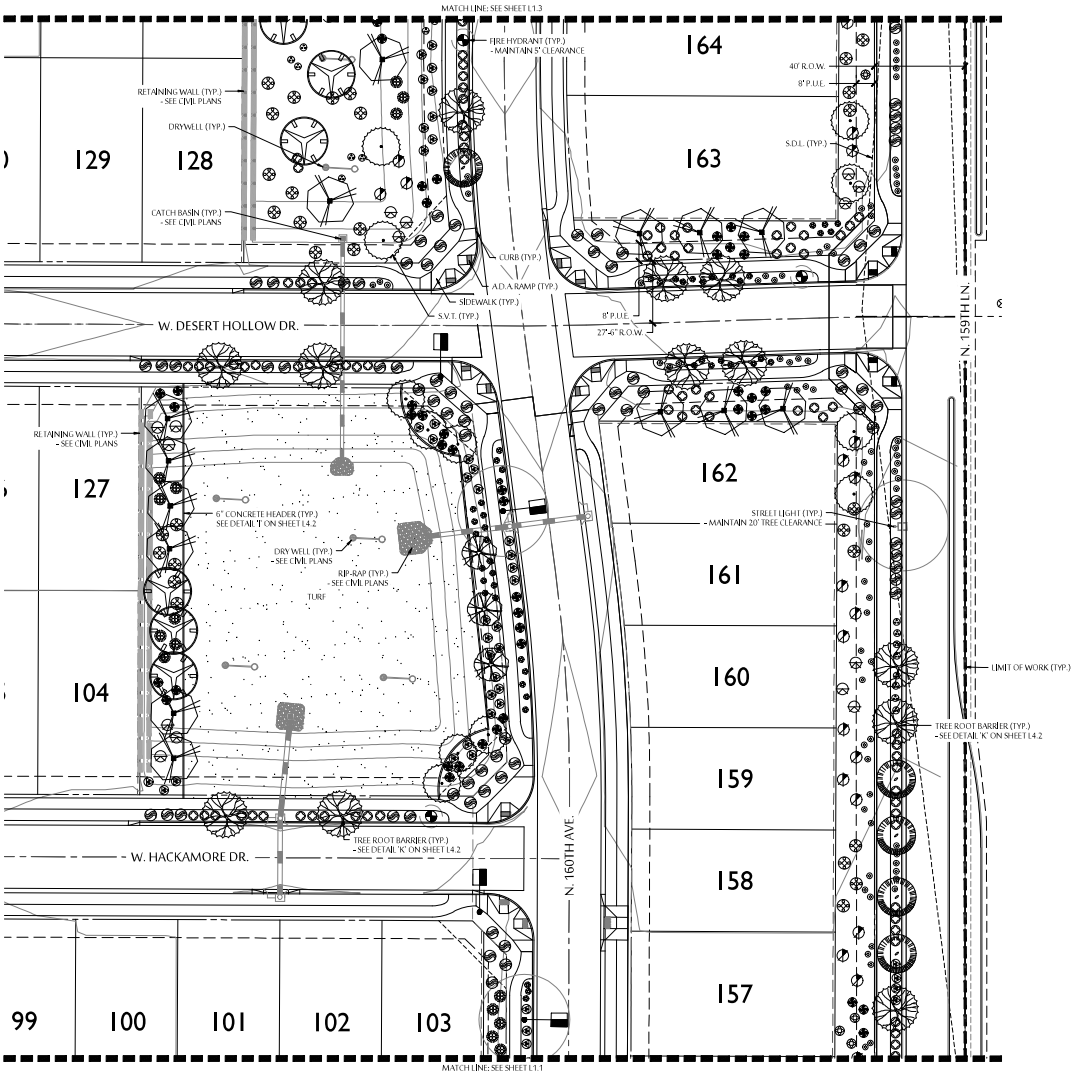
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS22-0150

SHEET NO.
L1.1
2 OF 22

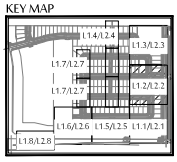


PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA
	ACACIA SALICINA - WILLOW ACACIA*
	CHILOPSIS SP. 'RIO SALADO' - ' RIO SALADO' DESERT WILLOW *
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE
	PISTACIA LENTISCUS - MASTIC
	PROSOPIS HYBRID 'AZT' - AZT THORNLESS MESQUITE
	QUERCUS VIRGINIANA - SOUTHERN LIVE OAK *
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER
	DODONEA VISCOSA - HOP BUSH
	ENCELIA FARINOSA - BRITTLEBUSH
	EREMOPHILA HYGROPHANA - BLUE BELLS
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	YUCCA RUPICOLA - TWISTED LEAF YUCCA
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - PURPLE TRAILING LANTANA
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH. COLOR TO BE 'PALOMINO GOLD' BY KILAUEA CRUSHERS.
	MIDIRON BERMUDA TURF

*INDICATES R.O.W. APPROVED TREES.

KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

MCGOUGH ADAMSON
Landscape Architects
Land Planning
Irrigation
535 E. MCKELLIPS RD. SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-4093

Expires 03-31-2023

PLANTING PLAN

PALOMA CREEK - ELLEN RANCH

25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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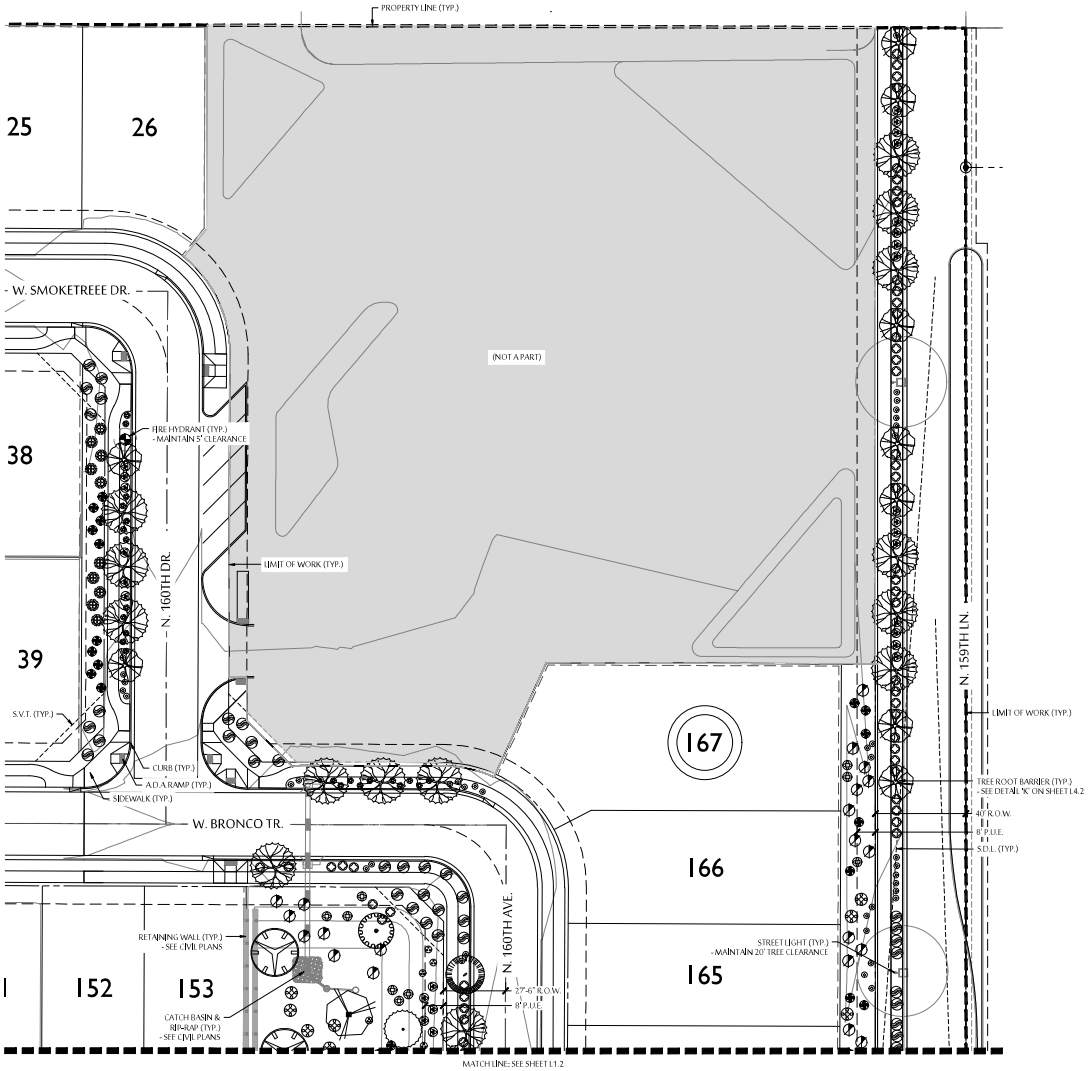
3 OF 22



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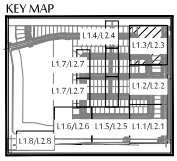

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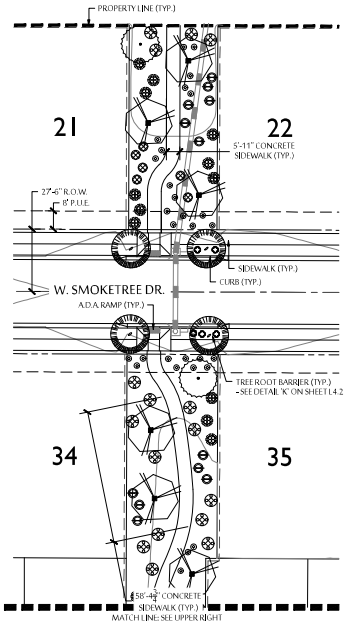

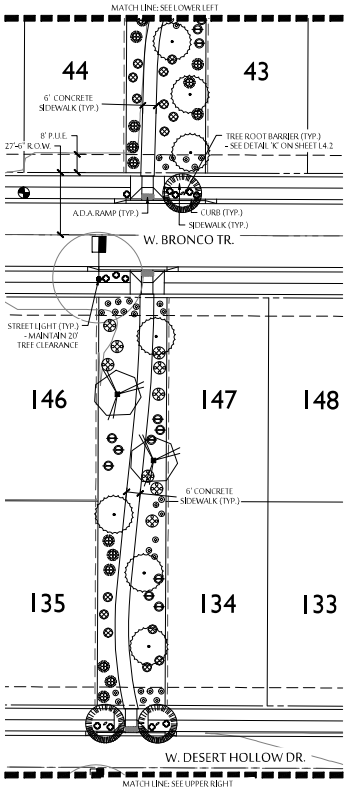

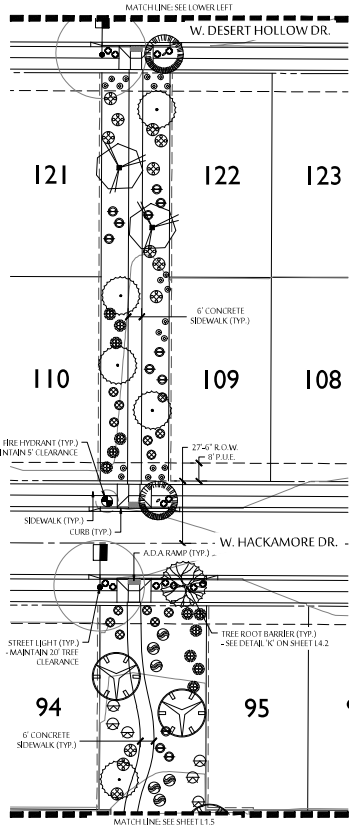

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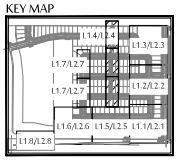

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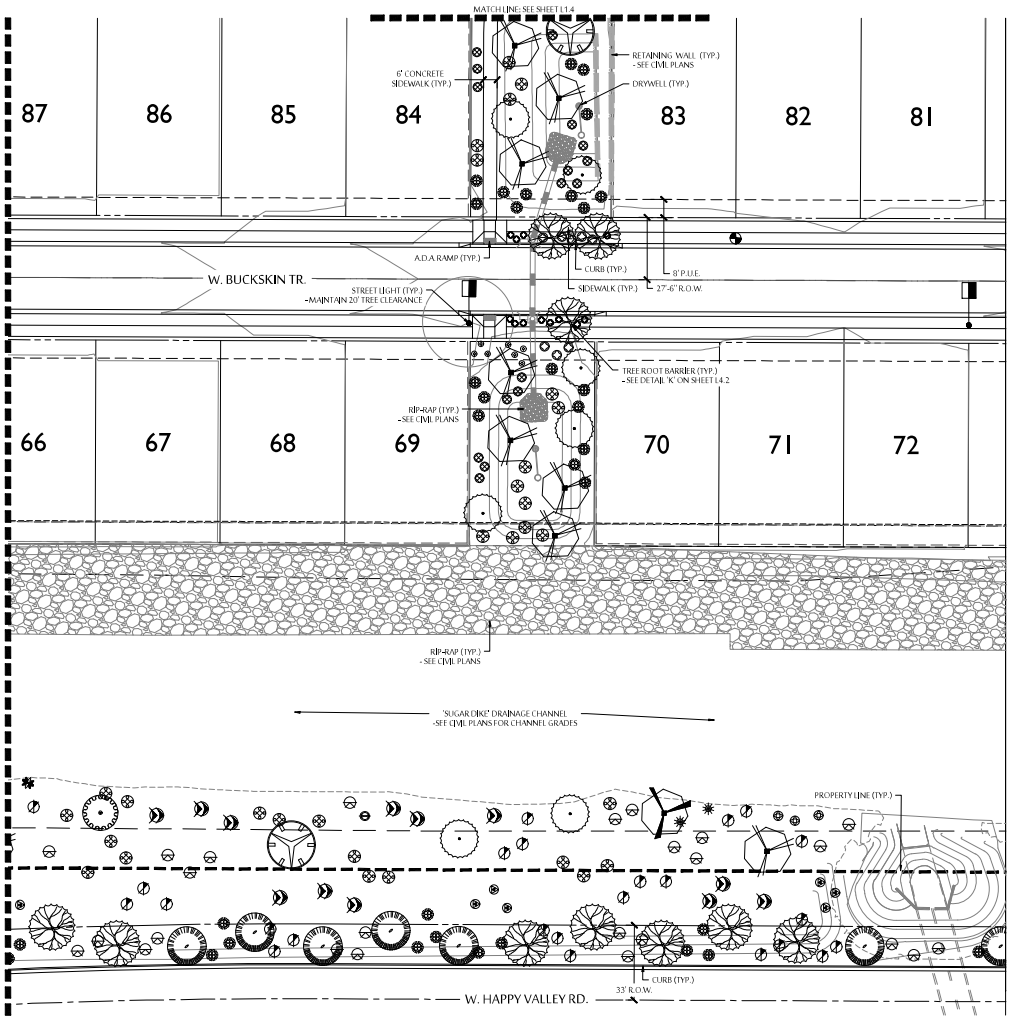

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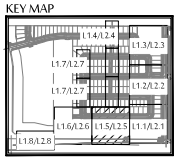

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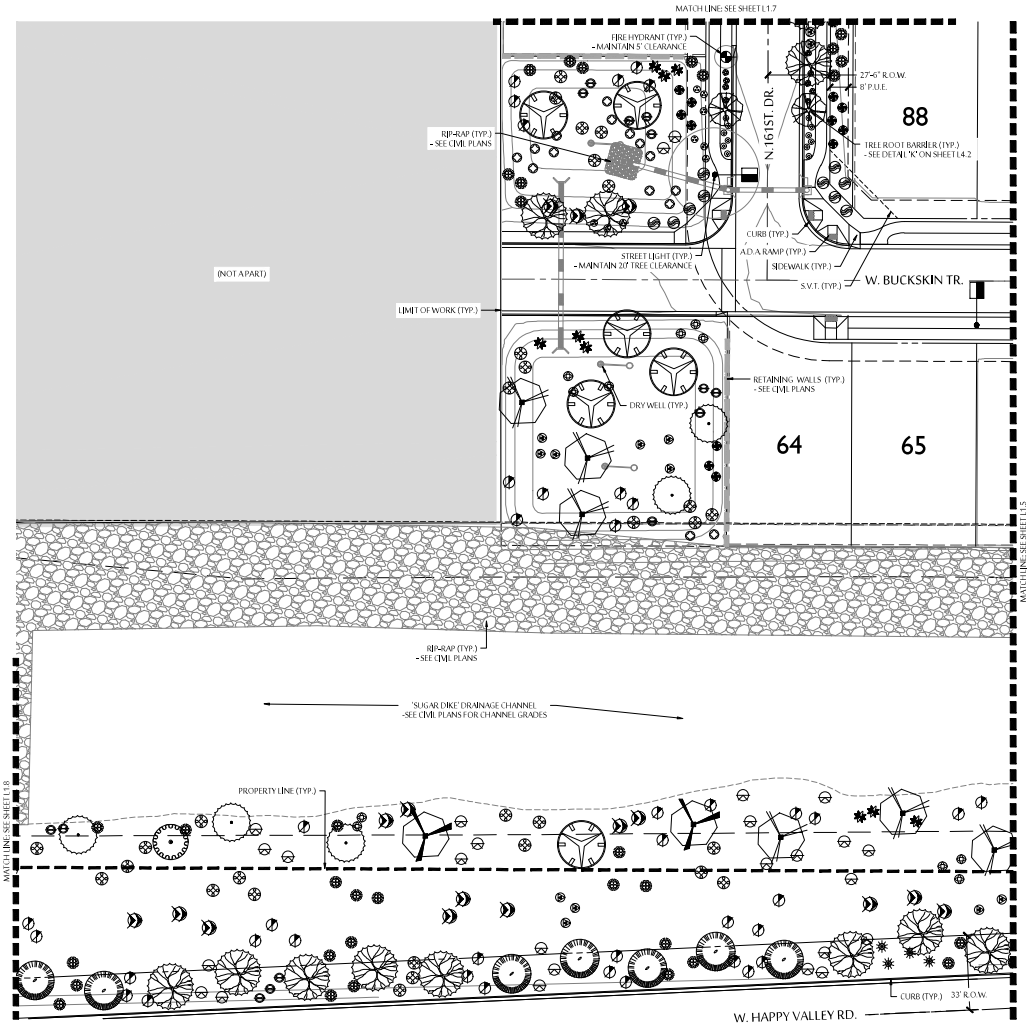

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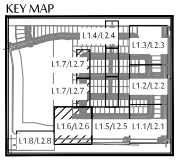

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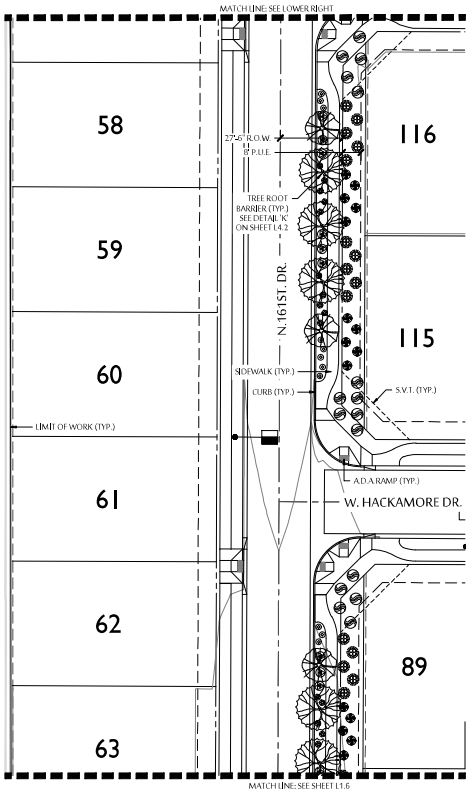

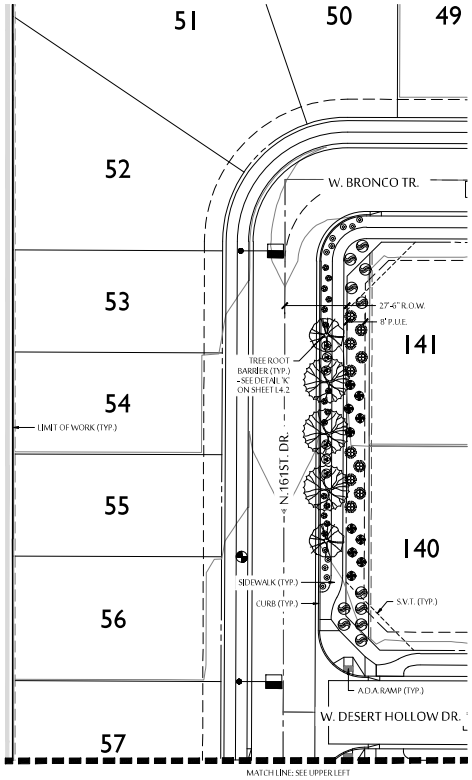

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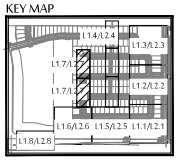

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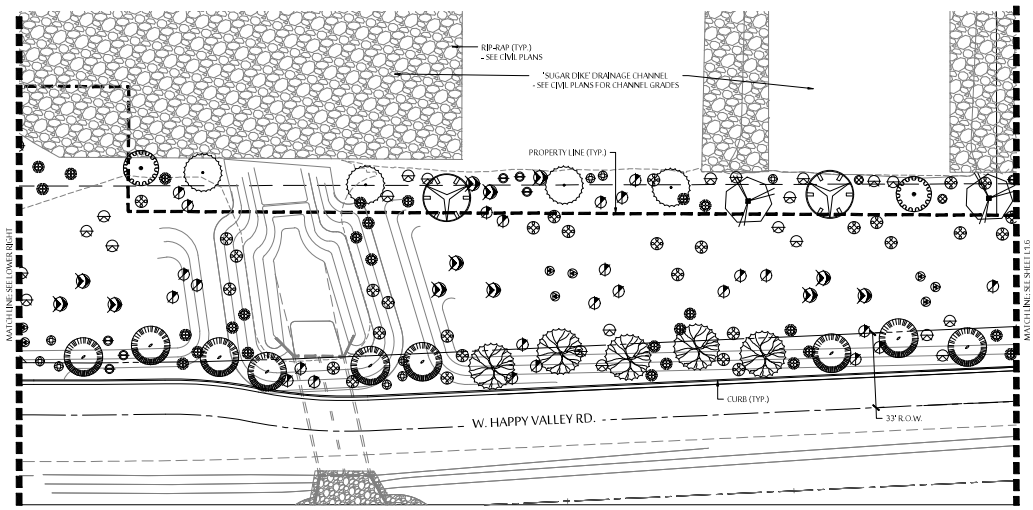

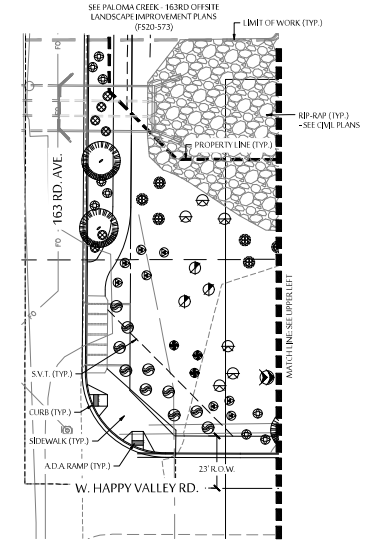

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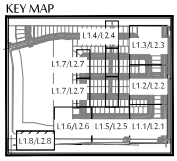
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	YUCCA RUPICOLA - TWISTED LEAF YUCCA
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	LANTANA MONTEVIDENSIS - PURPLE TRAILING LANTANA
	DECOMPOSED GRANITE - 3/4" SCREENED, 2" MIN. DEPTH. COLOR TO BE 'PALOMINO GOLD' BY KILAUEA CRUSHERS.
	MID-IRON BERMUDA TURF

*INDICATES R.O.W. APPROVED TREES.

KEY MAP



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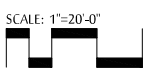

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PLANTING PLAN
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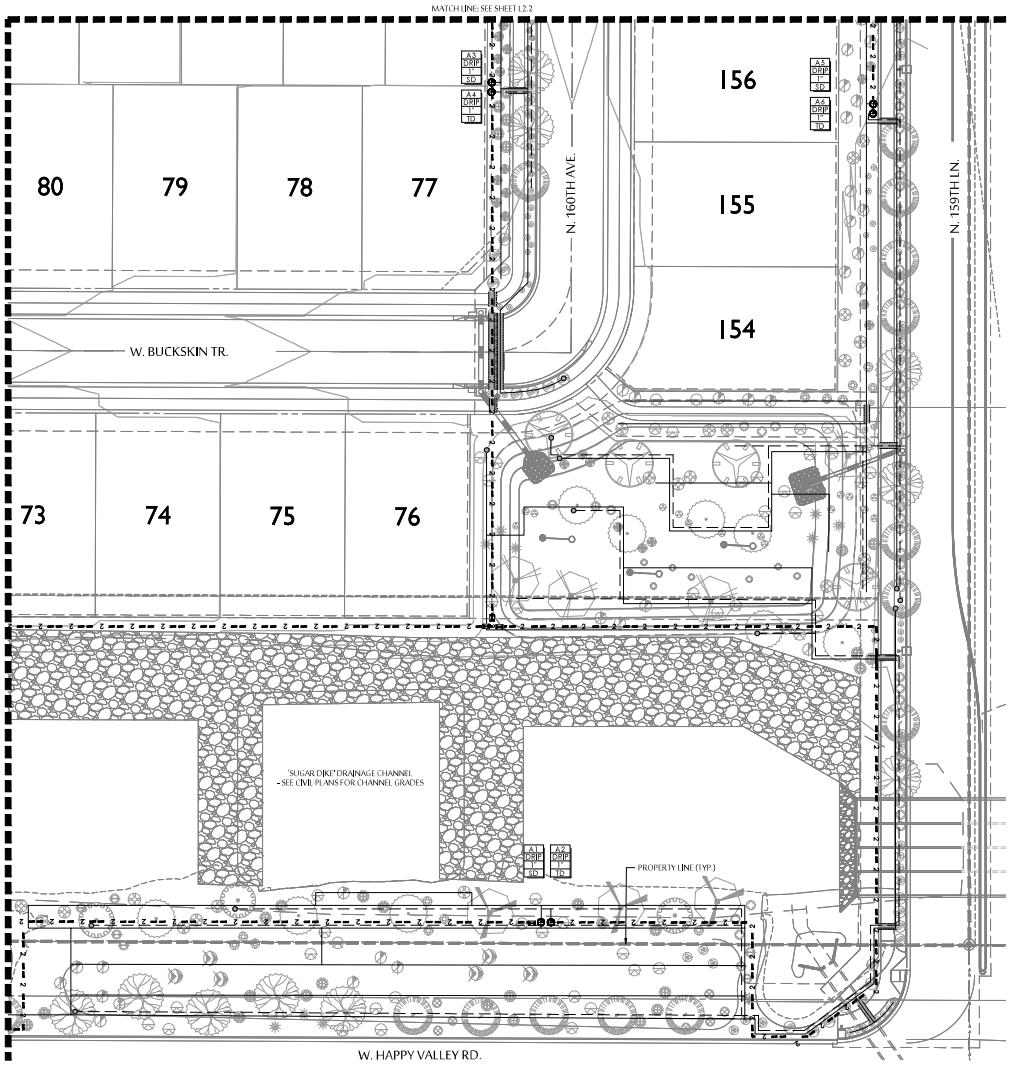

IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTOR - SIZE PER PLANS.
F	RAINBIRD ESP-LXD TWO-WIRE CONTROLLER A = ESP-LXD 50 STATION CONTROLLER, WALL MOUNT. ADD [X] NCC 3G CELLULAR CARTRIDGE. USE FD-TURF TWO-WIRE DECODERS, SD-210TURF SENSOR DECODERS AND LSP1TURF LINE SURGE PROTECTORS. ADD WR2-RFC WIRELESS RAIN/FREEZE SENSOR.
#■■"■■	MAINLINE: SIZE AS PER PLAN- SCH. 40 PVC.
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	LATERAL LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCH.
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USE RAINBIRD R-VAN24 NOZZLES:

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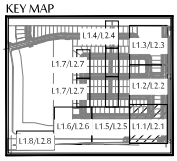

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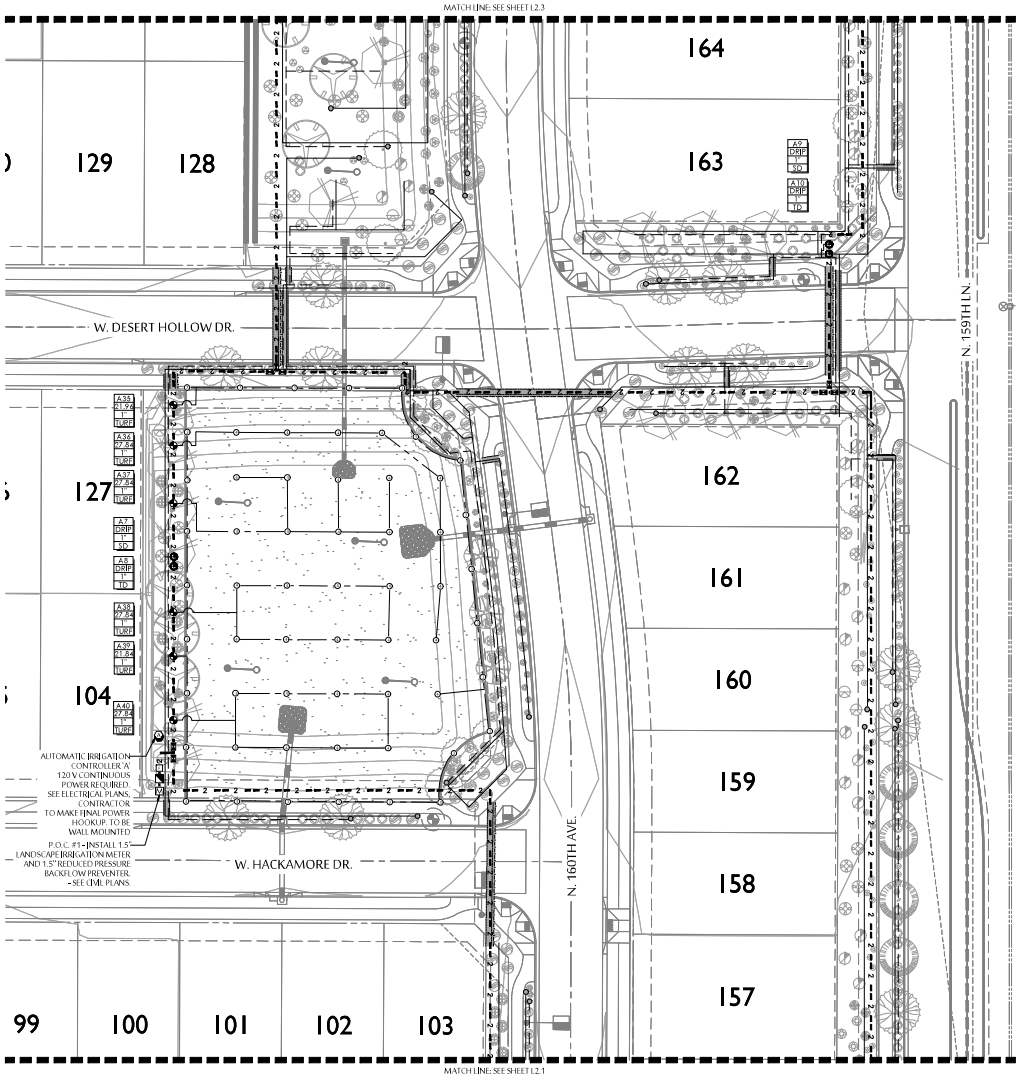

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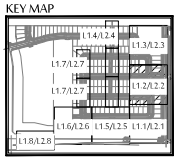

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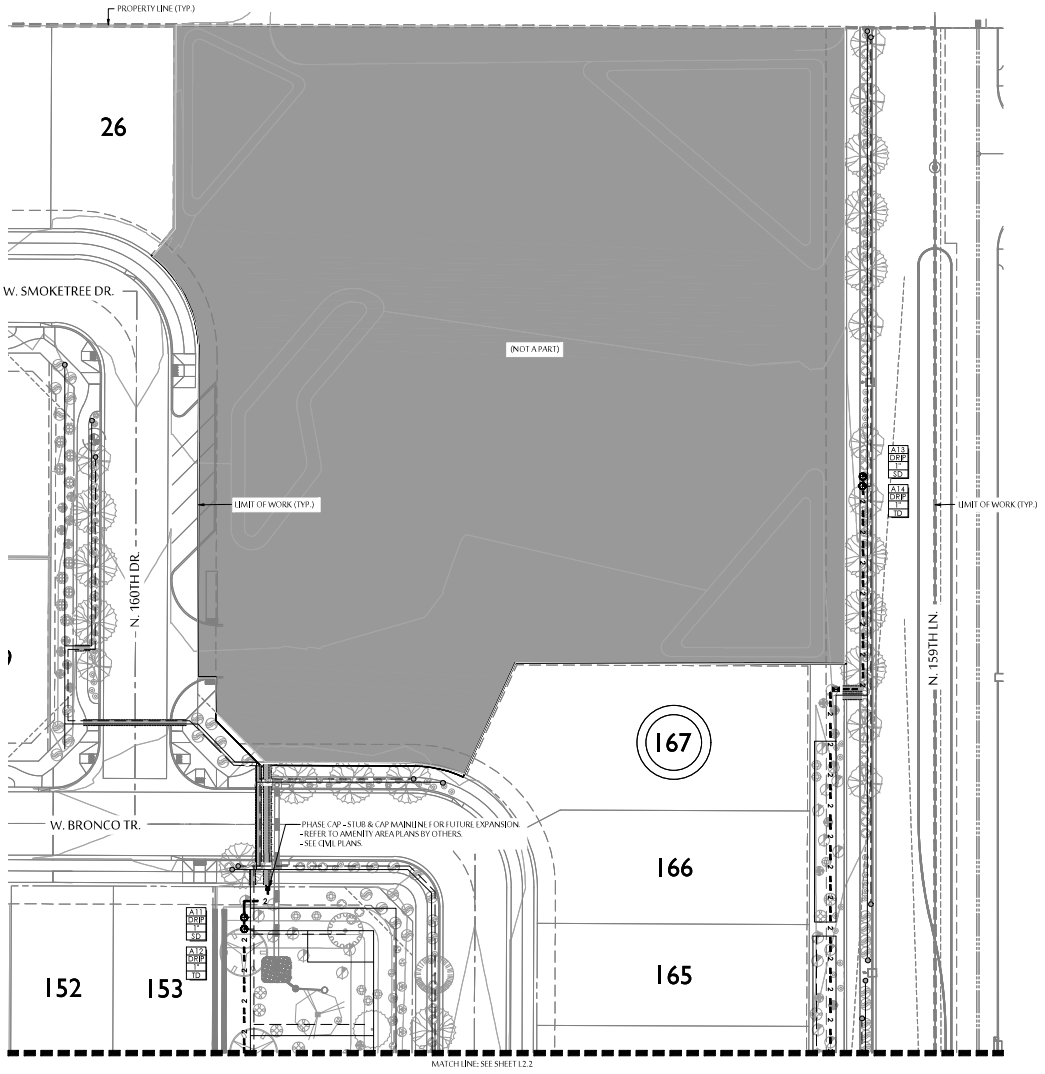

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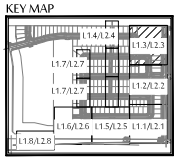

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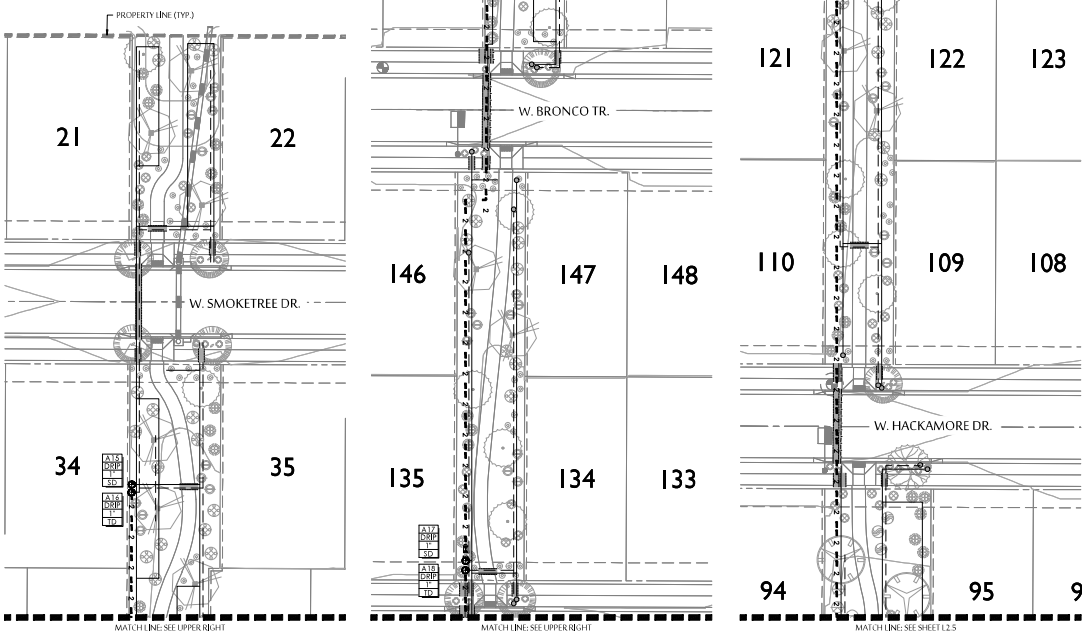

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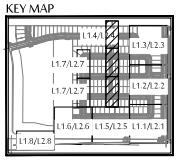

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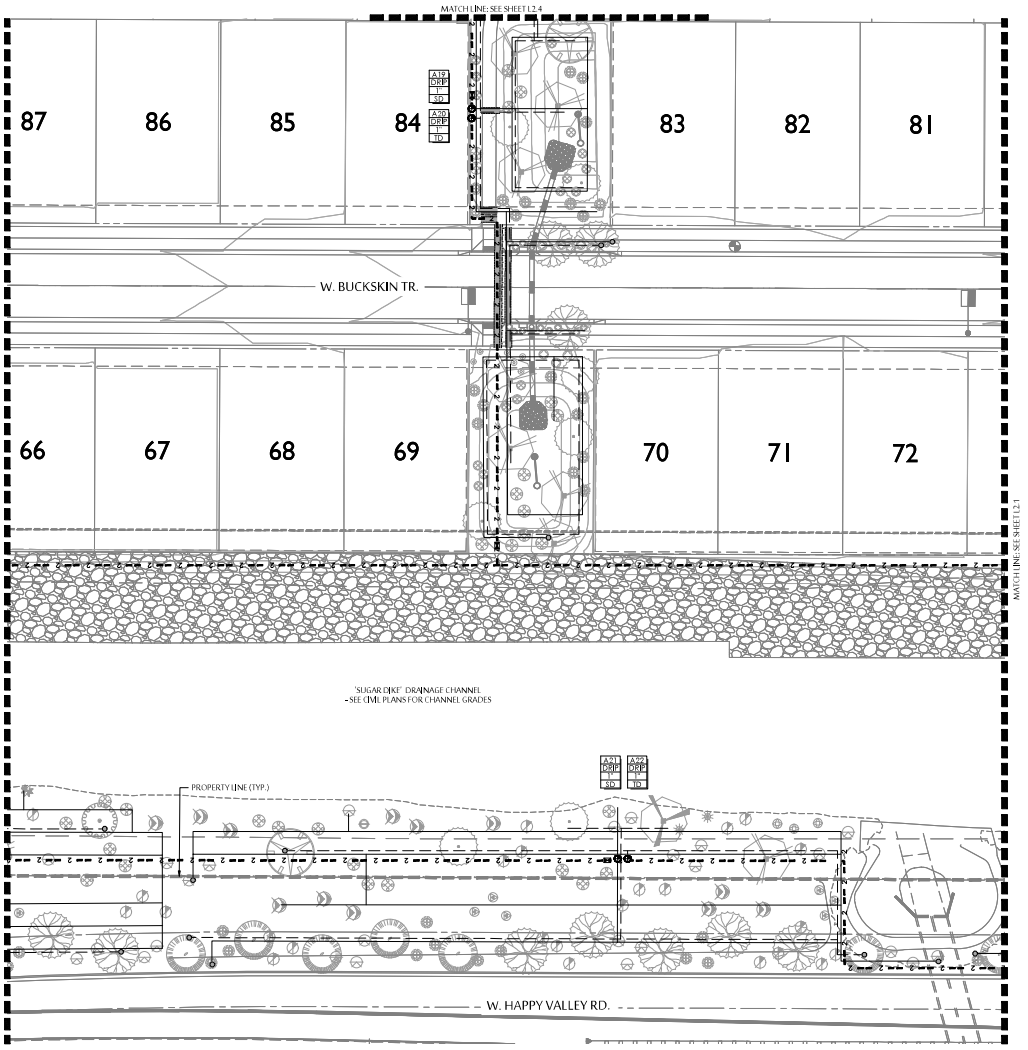

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———	PVC LATERAL (SHRUBS, ACCENTS, GROUND COVERS). CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
——·——	PVC LATERAL (TURF) - SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE- SAME SIZE AS MAINLINE.
	RAINBIRD MEDIUM FLOW DRIP KIT VALVE (PART# XCZ-100-PRB-COM) - 1 VALVE PER VALVE BOX.
	RAINBIRD PEB/PESB SERIES ELECTRIC GLOBE VALVE; (PART# 100-PESB) - 1 VALVE PER VALVE BOX.
	FLUSH VALVE ASSEMBLY.
	LATERAL LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCH.
	MAINLINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCHEDULE. ADD 2" SCH. 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAIN-LINE SLEEVES.
A1 DRIP 1" SD	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.

SEE SHEETS L1.3 & L1.4 FOR ALL IRRIGATION DETAILS.

CONTRACTOR MUST HAVE OWNER/LANDSCAPE ARCHITECT APPROVAL FOR ALL IRRIGATION EQUIPMENT ALTERNATES/EQUIVALENTS

EMITTER SCHEDULE

TREES: ALL TREES TO RECEIVE (2) RAINBIRD RWS TUBES. EACH TUBE TO BE SET UP AS SPECIFIED BELOW:
- USE RWS-B-C, 4" DIAMETER X 36" DEPTH TUBES.
- USE XBT-10-6 MULTI-PORT EMITTERS IN EACH TUBE.
- (4) PORTS ARE TO REMAIN IN THE RWS TREE TUBE.
- (2) PORTS ARE TO RUN TO THE SURFACE, EQUALLY SPACED AROUND THE TRUNK.

SHRUBS/GROUND COVERS:
- USE RAINBIRD XBT-20-6 MULTI-PORT EMITTERS
- (1) PORT PER SHRUB/GROUND COVER

ACCENTS:
- USE RAINBIRD XBT-10-6 MULTI-PORT EMITTERS
- (1) PORT PER ACCENT PLANT

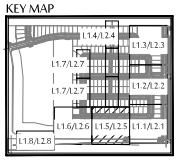
* MULTI-PORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BOXES.
** MAXIMUM 3' POLY TUBE RUN TO BE 5' IN LENGTH.

POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD RD1800 SAM SERIES HEADS - RD-04-S-P48-F
USE RAINBIRD R-VAN24 NOZZLES:
③ ADJUSTABLE ARC/RADIUS NOZZLE ④ FULL CIRCLE

* ALL TURF SPRAYS AND ROTORS HAVE BEEN DESIGNED TO OPERATE AT 45 PSI. CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT IF PRESSURE IN THE FIELD IS NOT SUFFICIENT.

KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

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Expires 03-31-2023

IRRIGATION PLAN
PALOMA CREEK - ELLEN RANCH
25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

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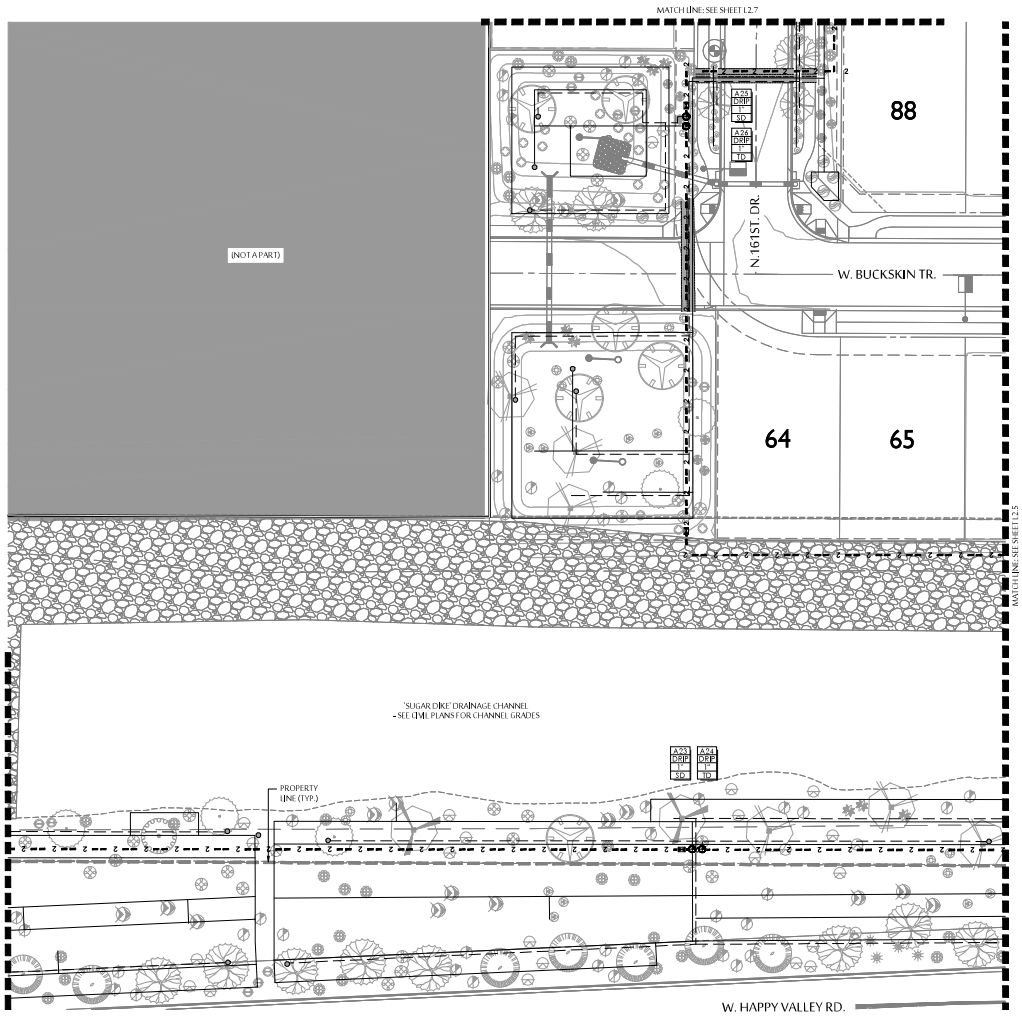
SHEET NO.
L2.5
14 OF 22



IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
M	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTOR - SIZE PER PLANS.
F	RAINBIRD FS150B BRASS FLOW SENSOR AND 2" GRISWOLD 2000 SERIES MASTER VALVE (2160 NORMALLY OPEN SOLENOID VALVE).
	RAINBIRD ESP-LXD TWO-WIRE CONTROLLER A = ESP-LXD SD 51 STATION CONTROLLER, WALL MOUNT. ADD (1) NCC-3G CELLULAR CARTRIDGE. USE FD-TURF TWO-WIRE DECODERS, SD-2101URF SENSOR DECODERS AND ESPTURF LINE SURGE PROTECTORS. ADD WR2-RFC WIRELESS RAIN/FREEZE SENSOR.
#■■■■	MAINLINE: SIZE AS PER PLAN- SCH. 40 PVC.
— — —	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
———	PVC LATERAL (SHRUBS, ACCENTS, GROUNDCOVERS), CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
— · — · —	PVC LATERAL (TURF) - SCH. 40 PVC MIN.
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	FLUSH VALVE ASSEMBLY.
	LATERAL LINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCH.
	MAINLINE SLEEVES. SCHEDULE 40 PVC. SEE SLEEVING SCHEDULE. ADD 2" SCH. 40 PVC SLEEVE FOR CONTROL WIRE ADJACENT TO ALL MAIN-LINE SLEEVES.
A1 DRIP 1" SD	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.

SEE SHEETS L4.3 & L4.4 FOR ALL IRRIGATION DETAILS

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EMITTER SCHEDULE

TREES: ALL TREES TO RECEIVE (2) RAINBIRD RWS TUBES. EACH TUBE TO BE SET UP AS SPECIFIED BELOW:
- USE RWS-B-C, 4" DIAMETER X 30" DEPTH TUBES.
- USE XBT-1046 MULTI-PORT EMITTERS IN EACH TUBE.
- (4) PORTS ARE TO REMAIN IN THE RWS TREE TUBE.
- (2) PORTS ARE TO RUN TO THE SURFACE, EQUALLY SPACED AROUND THE TRUNK.

SHRUBS/GROUND COVERS:
- USE RAINBIRD XBT-2046 MULTI-PORT EMITTERS
- (1) PORT PER SHRUB/GROUND COVER

ACCENTS:
- USE RAINBIRD XBT-1046 MULTI-PORT EMITTERS
- (1) PORT PER ACCENT PLANT

* MULTI-PORT EMITTERS TO BE INSTALLED IN 6" ECONOMY BOXES.
** MAXIMUM 3' POLY TUBE RUN TO BE 5' IN LENGTH.

POP UP ROTOR/SPRAY HEAD SCHEDULE

USE RAINBIRD RD1800 SAM SERIES HEADS - RD-04-S-P45-F
USE RAINBIRD R-VAN24 NOZZLES:
③ ADJUSTABLE ARC/RADIUS NOZZLE ④ FULL CIRCLE

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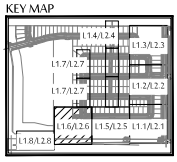
KEY MAP



SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

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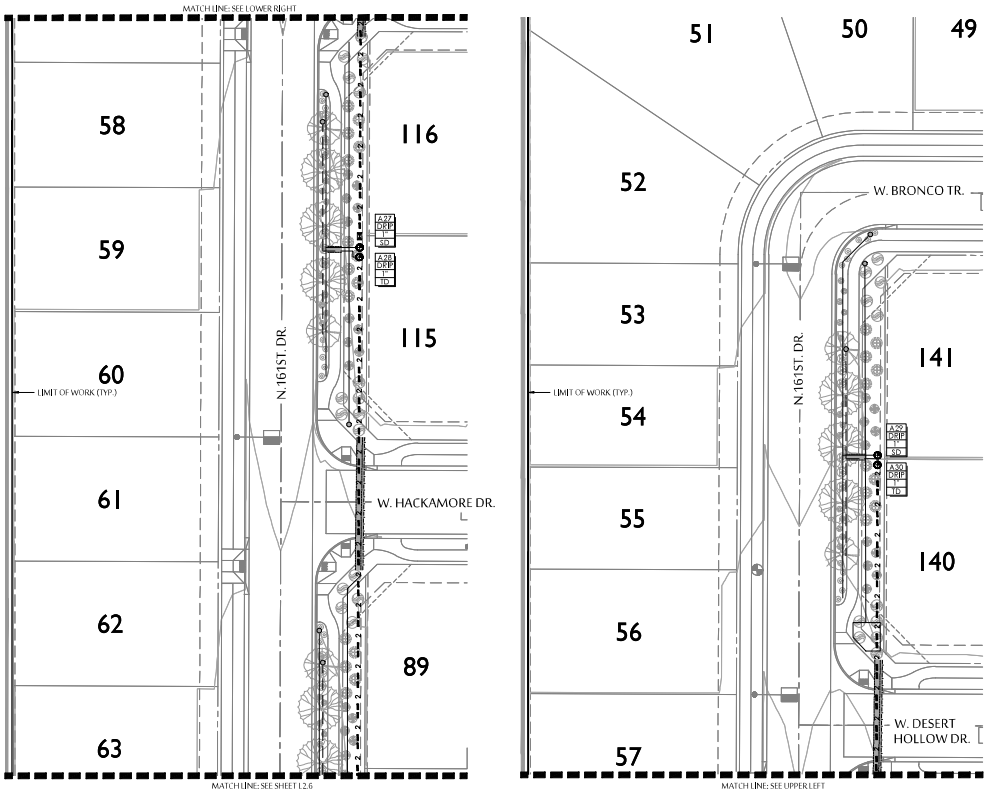

IRRIGATION SCHEDULE

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	RAINBIRD ESP-LXD TWO-WIRE CONTROLLER. A = ESP-LXD 50 STATION CONTROLLER, WALL MOUNT. ADD [C] NCC 3G CELLULAR CARTRIDGE. USE FD-TURF TWO-WIRE DECODERS, SD-210TURF SENSOR DECODERS AND LSP1TURF LINE SURGE PROTECTORS. ADD WR2-RFC WIRELESS RAIN/FREEZE SENSOR.
#■■■■	MAINLINE: SIZE AS PER PLAN- SCH. 40 PVC.
— — —	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
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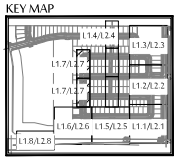

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0' 10' 20' 40' 60'

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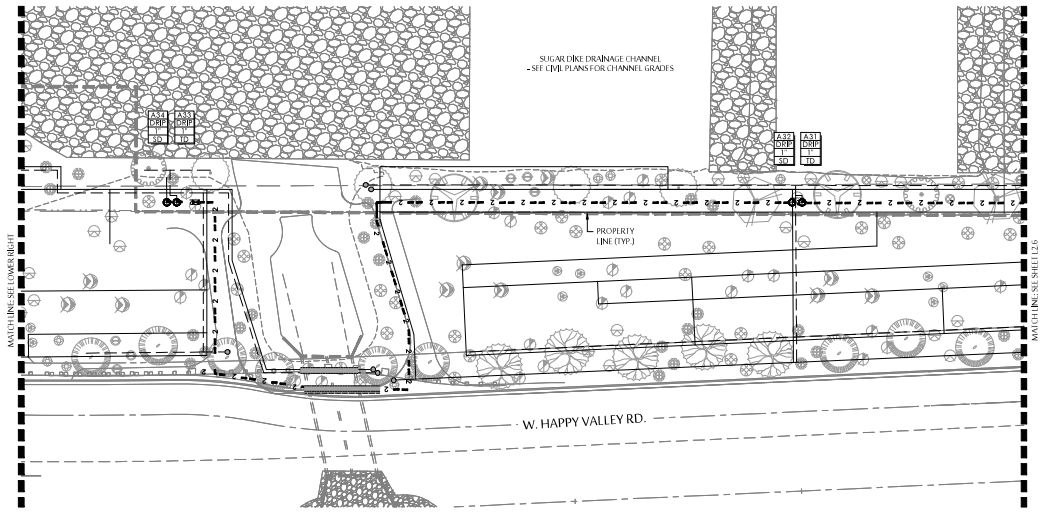

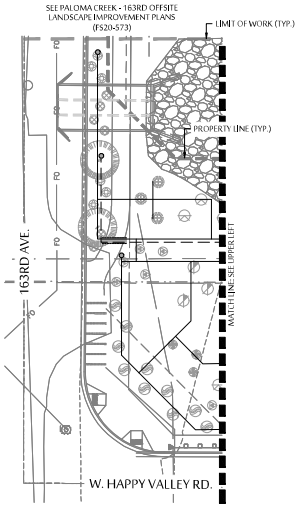

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- USE XBT-1006 MULTI-PORT EMITTERS IN EACH TUBE.
- (4) PORTS ARE TO REMAIN IN THE RWS TREE TUBE.
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SHRUBS/GROUND COVERS:
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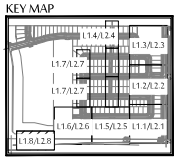

SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

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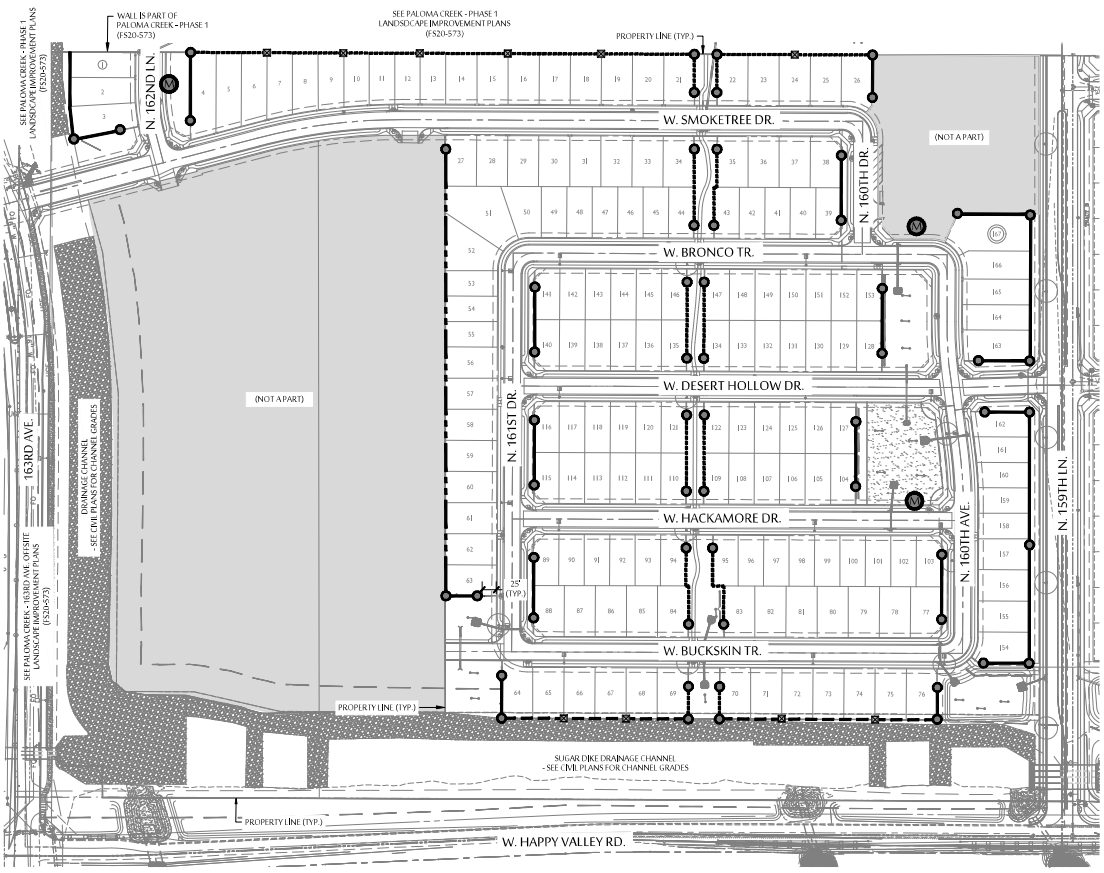

WALL PLAN LEGEND

- 6' HT. PRIMARY THEME WALL (= 2,664 LN.FT.) - SEE DETAIL 'A' ON SHEET L4.1
- 6' HT. FULL VIEW FENCE (= 715 LN.FT.) - SEE DETAIL 'B' ON SHEET L4.1
- 6' HT. PARTIAL VIEW FENCE (= 2,675 LN.FT.) - SEE DETAIL 'H' ON SHEET L4.1
- 6' HT. BUILDER WALL (= 789 LN.FT.) - SEE DETAIL 'E' ON SHEET L4.1

* NOTE: ALL HOUSING UNIT REAR YARD WALLS NOT NOTED OR DESIGNATED ABOVE TO BE BUILDER WALLS

- COMMUNITY MAILBOX CLUSTER - SEE DETAIL 'K' ON SHEET L4.1
- PROJECT THEME COLUMNS - (60) TOTAL - SEE DETAIL 'C, D & H' ON SHEET L4.1
- SECONDARY THEME COLUMNS - (10) TOTAL - SEE DETAIL 'A & H' ON SHEET L4.1

NOTES:

1. ANY QUANTITIES SHOWN ON THIS SHEET ARE FOR CONVENIENCE ONLY. CONTRACTOR TO UTILIZE THE FINAL SITE PLAN TO VERIFY ALL QUANTITIES NECESSARY TO BID AND INSTALL WALLS, COLUMNS AND FENCING.

2. ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS ARE TO BE LOCATED OUTSIDE OF THE P.U.E., R.O.W., SIGHT VISIBILITY TRIANGLES AND FRONT YARD SETBACKS.

3. THEME COLUMNS AND/OR ENDS OF WALLS ARE TO BE 25'-0" OFF THE BACK OF THE R.O.W. SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30' OFF THE BACK OF THE R.O.W. WHERE SIGHT VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"X6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN (OR END OF WALL) TO THE BACK OF THE SIDEWALK OR STREET FRONTAGE CURB.

4. SIGN REQUIRES A SEPARATE PERMIT. DETAILS ARE FOR INFORMATION ONLY.

5. SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.

SCALE: 1"=70'-0"

0' 70' 140' 210'

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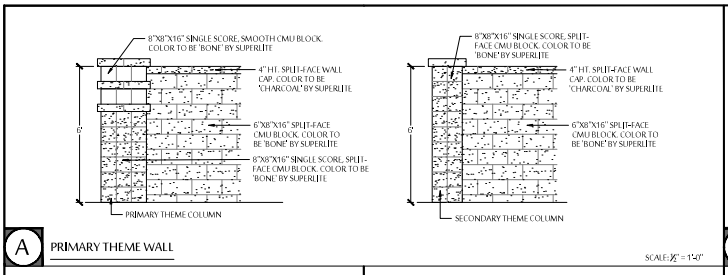
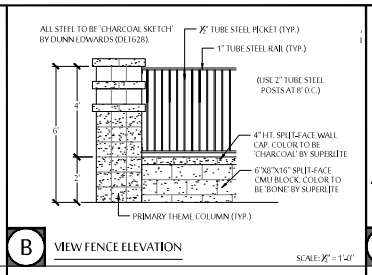


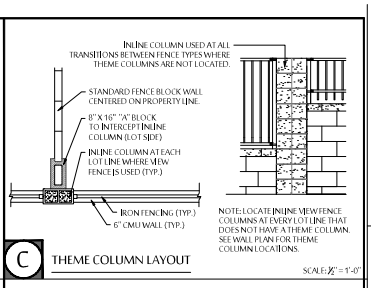
A PRIMARY THEME WALL

SCALE: 1/2" = 1'-0"



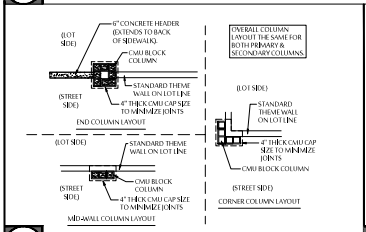
B VIEW FENCE ELEVATION

SCALE: 1/2" = 1'-0"



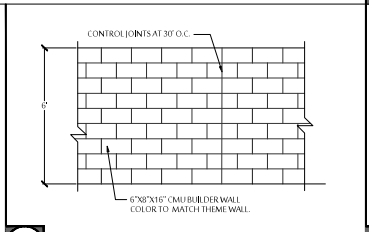
C THEME COLUMN LAYOUT

SCALE: 1/2" = 1'-0"



D THEME COLUMN LAYOUT

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



E BUILDER WALL ELEVATION

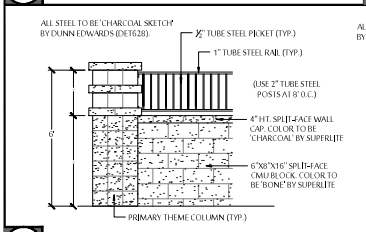
SCALE: 1/2" = 1'-0"

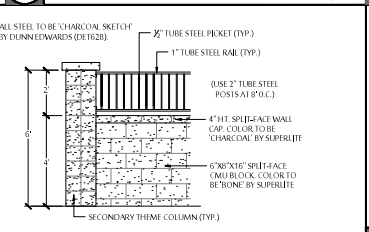
F NOT USED

SCALE: NTS

G NOT USED

SCALE: NTS





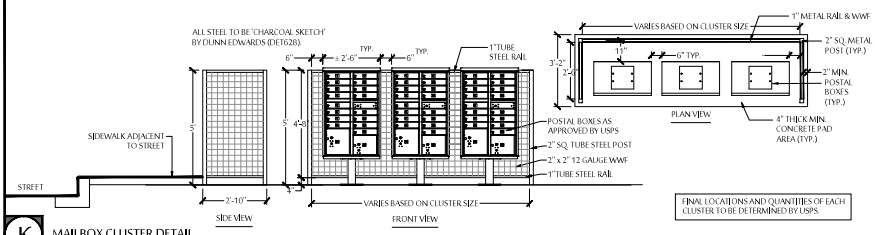
H PARTIAL VIEW FENCE

SCALE: 1/2" = 1'-0"

I NOT USED

J NOT USED

SCALE: NTS'



K MAILBOX CLUSTER DETAIL

SCALE: 1/2" = 1'-0"

SPECIAL NOTES (ALL DETAILS):

1. DETAILS FOR AESTHETIC/MATERIAL REFERENCE ONLY; STRUCTURAL DETAILS REQUIRED PRIOR TO CONSTRUCTION.
2. SIGN (DTL 'F' ON THIS SHEET) SHOWN FOR REFERENCE ONLY, SIGN REQUIRES A SEPARATE PERMIT.
3. SHOP DRAWINGS ARE REQUIRED PRIOR TO CONSTRUCTION.
4. ALL STEEL/IRON TO BE PAINTED WITH EPOXY PRIMER AND THEN WITH URETHANE ELECTROSTATICALLY APPLIED. FINISH COAT AND COLOR TO MATCH SPECIFICATION.
5. ALL STEEL FENCING TO BE PAINTED "CHARCOAL SKETCH" BY DUNN EDWARDS (DE1628).
6. THEME WALL TO BE COLORS 'CHARCOAL' AND 'BONE' BY SUPERLITE.
7. FULL VIEW FENCE COLUMNS TO BE PAINTED " CHARCOAL SKETCH" BY DUNN EDWARDS (DE1628).
8. 6' HT. 4" BLOCK WALL TO BE COLOR 'BONE' BY SUPERLITE, TO MATCH THEME WALL.

L SPECIAL NOTES

SCALE: NTS'

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HARDSCAPE DETAILS
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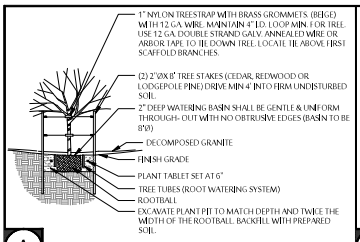
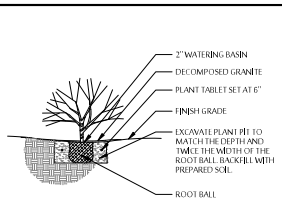
DRAWN BY:	MCH, BD
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS22-0150

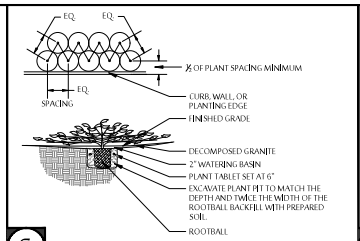
SHEET NO.
L4.1
19 OF 22



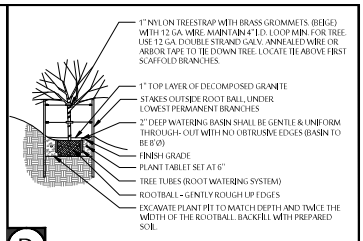
A TREE PLANTING SCALE: NTS



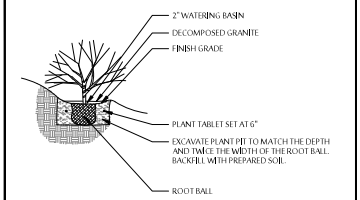
B SHRUB PLANTING SCALE: NTS



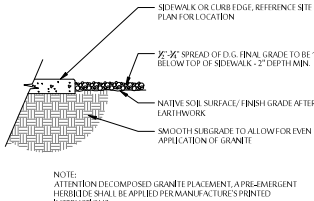
C GROUND COVER PLANTING SCALE: NTS



D TREE PLANTING ON SLOPE SCALE: NTS

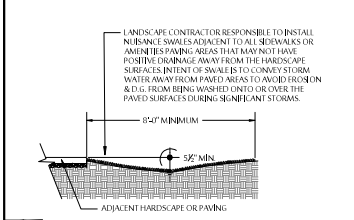


E SHRUB PLANTING ON SLOPE SCALE: NTS



NOTE:
ATTENTION DECOMPOSED GRANITE PLACEMENT, A PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURE'S PRINTED INSTRUCTIONS.

F DECOMPOSED GRANITE SCALE: NTS



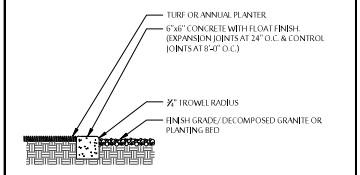
G SWALE DETAIL SCALE: NTS

PLANT TABLETS TO BE AGRIFORM 21 GRAM, 20-10-5 FERTILIZER TABLETS.

PLANT TABLET SCHEDULE FOR TREES AND SHRUBS

5 GALLON	2 TABLETS
15 GALLON	4 TABLETS
24" BOX	6 TABLETS
36" BOX	8 TABLETS
42" BOX	10 TABLETS

H PLANT TABLET SCHEDULE SCALE: NTS



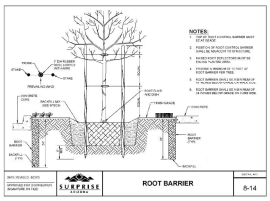
NOTE:
HEADER LAYOUT SHALL BE APPROVED BY OWNERS PREPRESENTATIVE PRIOR TO PLACING CONCRETE.

I 6" CONCRETE HEADER SCALE: NTS

TURF SOIL PREP

1. AFTER ROUGH GRADING, ALL LARGER ROCK TO BE REMOVED FROM THE SOIL (2" AND LARGER).
2. SUB-GRADE TO BE GENERALLY CLEANED UP AND FLAT PRIOR TO THE INSTALLATION OF -4" OF TOP SOIL.
3. TOP SOIL TO BE ROLLED FOR CONSISTENCY, BUT NOT COMPACTED.
4. MODERATELY SPRAY THE TOP SOIL WITH WATER PRIOR TO APPLICATION OF TURF GRASS.
5. INSTALL TURF GRASS PER SUPPLIERS SPECIFICATIONS.

J TURF SOIL PREPARATION SCALE: NTS



K ROOT BARRIER (C.O.S. DTL 8-14) SCALE: NTS

L NOT USED SCALE: NTS

M NOT USED SCALE: NTS

N NOT USED SCALE: NTS

O NOT USED SCALE: NTS

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DRAWN BY: MCH, BD
CHECKED BY: NA

REVISIONS:

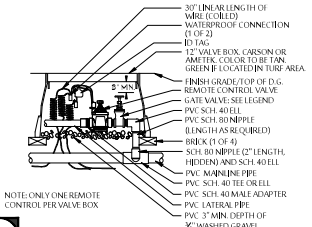
CASE NUMBER: FS22-0150

SHEET NO.
L4.2
20 OF 22

A NOT USED

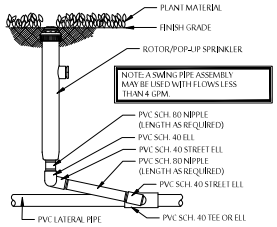
SCALE: NTS

B ELECTRIC VALVE ASSEMBLY



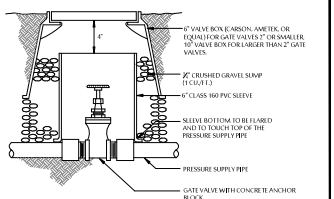
SCALE: NTS

C TURF POP-UP/ROTOR DETAIL



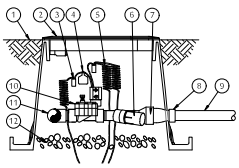
SCALE: NTS

C GATE VALVE DETAIL



SCALE: NTS

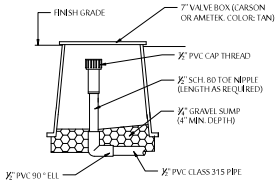
D ELECTRIC VALVE DRIP KIT ASSEMBLY



1. FINISH GRADE
2. STANDARD VALVE BOX WITH COVER
3. WATERPROOF CONNECTION
4. VALVE ID TAG
5. 30-INCH LINEAR LENGTH OF WIRE, COILED
6. FILTER SYSTEM
7. PRESSURE REGULATOR
8. PVC SCH 40 FEMALE ADAPTOR
9. LATERAL PIPE
10. REMOTE CONTROL VALVE
11. PVC SCH 40 TEE OR ELL TO MANIFOLD
12. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

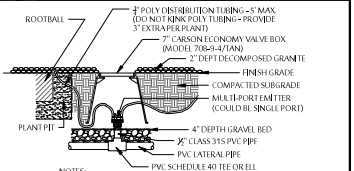
SCALE: NTS

E FLUSH CAP ASSEMBLY



SCALE: NTS

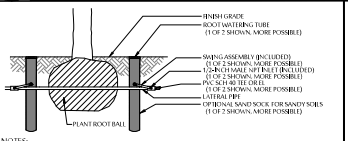
F MULTI-PORT EMITTER DETAIL



NOTES:
1. EMISSION POINTS SHALL BE LOCATED UPHILL OF PLANT SUPPLYING WATER TO ROOTBALL.
2. AT LEAST ONE EMITTER TUBE TO BE LOCATED WITHIN 4" CENTER OF PLANT.
3. SEE EMITTER SCHEDULE TO DETERMINE AMOUNT OF EMITTERS PER PLANT.

SCALE: NTS

G ROOT WATERING SYSTEM

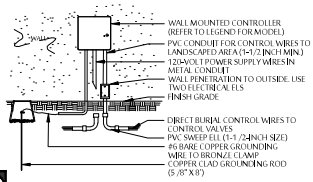


NOTES:
1. POSITION 2 UNITS EVENLY SPACED AROUND THE TREE NEAR ROOT BALL.
2. INSTALL PRODUCT WITH TOP OF TUBE EVEN WITH GROUND SURFACE.
3. WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS, ADD ¾" GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FASTER WATER INFILTRATION AND ROOT PENETRATION.
4. ONCE TUBE HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.
5. CONTRACTOR MAY ASSEMBLE TUBES FROM SCRATCH AS AN ALTERNATE USING 4" PERFORATED PIPE, 4" DRAIN PIPE CAPS, SAND SOCKS AND EMITTERS PER THE EMITTER SCH.

SCALE: NTS

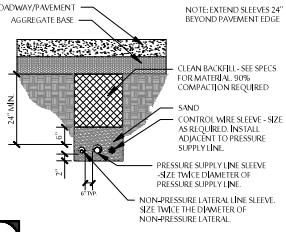
H WALL MOUNTED CONTROLLER DETAIL

NOTES: ALL ELBOWS WITHIN THE ELECTRICAL SUPPLY AND DISTRIBUTION LINES SHALL BE UL APPROVED SWEEPS.
INSTALL ALL WIRING PER LOCAL ELECTRICAL CODES.
REFER TO PRODUCT LITERATURE FOR ADDITIONAL PRODUCT REQUIREMENTS.



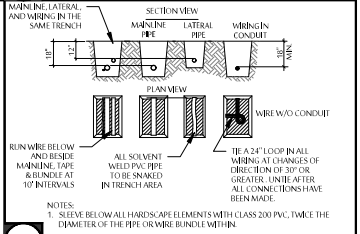
SCALE: NTS

I SLEEVE INSTALLATION DETAIL



SCALE: NTS

J TRENCHING DETAIL



NOTES:
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC, TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.

SCALE: NTS

K PIPE SIZING SCHEDULE

PIPE SIZE	FLOW (GPM)
¾"	0-5
¾"	6-10
1"	11-15
1-1/4"	16-25
1-1/2"	26-35
2"	36-60
2-1/2"	61-80
3"	81-120
4"	121-200

ALL VALVE BOXES TO BE CARSON, AMETEK, OR EQUAL. ALL ¾" LATERAL PIPE TO BE CLASS 315. ALL LATERAL PIPE ABOVE ¾" TO BE MIN. CLASS 200. ALL MAINLINE PIPE 4" AND LARGER TO BE A MINIMUM CLASS 200 RING TITE PIPE. MAINLINE PIPE LESS THAN 4" TO BE MINIMUM SCH. 40 PVC.

SCALE: NTS

L SLEEVING SCHEDULE

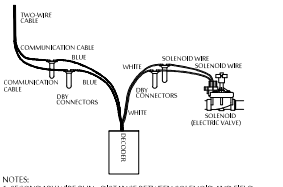
SLEEVING SCHEDULE

ALL PIPE SLEEVES TO BE SCH. 40 PVC AND SHALL BE INSTALLED WITH A MINIMUM OFF-SET AT THE JOINTS TO PERMIT EASY INSTALLATION AND REMOVAL OF IRRIGATION LINES. ALL PLASTIC LINES SHALL BE INSTALLED IN SLEEVES UNDER PAVED AREAS. SLEEVES SHALL EXTEND AT LEAST 12" BEYOND THE EDGES OF THE PAVEMENT. SIZE OF SLEEVES SHALL BE AS SHOWN BELOW:

PIPE SIZE	MIN. SLEEVE SIZE
¾"	3"
1", 1-1/4", 1-1/2"	2-1/2"
2", 2-1/2"	3"
3" & 4"	4"
	6"

SCALE: NTS

M TWO-WIRE CONNECTION DETAIL



NOTES:
1. SECONDARY WIRE RUN - DISTANCE BETWEEN SOLENOID AND FIELD DECODER - NOT TO EXCEED 450 FEET WITH 14 GAUGE WIRE.
2. PLACE 3-FEET OF EXTRA WIRE IN EVERY VALVE BOX FOR EASIER SERVICING.

SCALE: NTS

N TWO-WIRE WIRING AND GROUNDING

TWO-WIRE PATH WIRING AND GROUNDING NOTES:

1. ALL TWO-WIRE PATH WIRING TO BE "TWISTED PAIR" CABLE.
2. ALL PATHS LEADING AWAY FROM THE CONTROLLER SHOULD BE LINEAR AND NOT LOOPED TO ANOTHER PATH LEADING TO THE CONTROLLER.
3. T-SPLICES ARE PERMISSIBLE, BUT MUST BE MADE IN VALVE BOXES WITH DBRY-6 OR EQUAL CONNECTORS.
4. SPLICE TWO-WIRE RUN WHERE APPROPRIATE AND TO REDUCE OVERALL WIRE RUN LENGTH, WHILE MINIMIZING SPLICES AS MUCH AS POSSIBLE.
5. USE 14GA WIRE FOR ALL WIRE RUNS UNDER 10,000 FEET.
6. USE 12GA WIRE FOR ALL WIRE RUNS OVER 10,000 FEET.
7. INSTALL THE GROUNDING WIRE AND EARTH GROUND HARDWARE AT RIGHT ANGLES FROM THE TWO-WIRE PATHS (LIGHTNING ARRESTORS).
8. EARTH GROUND SHOULD BE CONNECTED AT EVERY 12TH DECODER, OR EVERY 500 FEET OF WIRE RUN, WHICHEVER IS SHORTER.
9. THE FINAL DECODER IN ANY TWO-WIRE RUN SHOULD BE GROUNDED.
10. GROUNDING MAY BE ACCOMPLISHED WITH EITHER SOLID COPPER GROUNDING PLATES OR SOLID COPPER GROUNDING RODS.

SCALE: NTS

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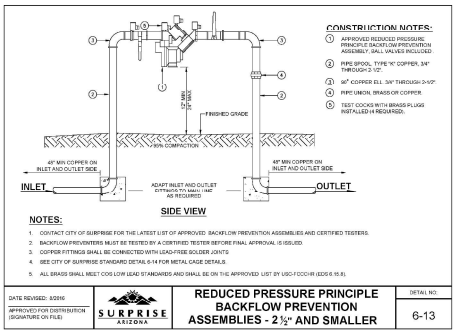
DRAWN BY:	MCH, BD
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS22-0150

SHEET NO.
L4.3
21 OF 22



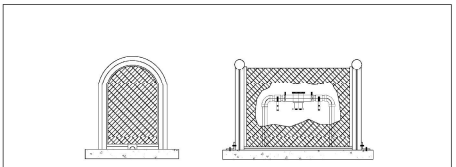
NOTES:

1. CONTACT CITY OF SURPRISE FOR THE LATEST LIST OF APPROVED BACKFLOW PREVENTION ASSEMBLIES AND CERTIFIED TESTERS.
2. BACKFLOW PREVENTERS MUST BE TESTED BY A CERTIFIED TESTER BEFORE FINAL APPROVAL IS ISSUED.
3. COPPER FITTINGS SHALL BE CONNECTED WITH LEAD-FREE SOLDER JOINTS.
4. SEE CITY OF SURPRISE STANDARD DETAIL 6-14 FOR METAL CAGE DETAILS.
5. ALL BRASS SHALL MEET CDS LOW LEAD STANDARDS AND SHALL BE ON THE APPROVED LIST BY USC-FCCCHR (EDS 6.15.8).

DATE REVISED: 8/2016		REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLIES - 2 ½" AND SMALLER	DETAIL NO:
APPROVED FOR DISTRIBUTION (SIGNATURE ON FILE)	SURPRISE ARIZONA		6-13

NOTES:
1. CONTACT THE CITY OF SURPRISE FOR THE LATEST BACKFLOW PREVENTION ASSEMBLIES AND CERTIFY TESTERS.
2. BACKFLOW PREVENTER MUST BE TESTED BY A CERTIFIED TESTER BEFORE FINAL APPROVAL IS ISSUED.
3. COPPER FITTINGS SHALL BE CONNECTED WITH LEAD-FREE SOLDER JOINTS.
4. SEE CITY OF SURPRISE STANDARD DETAIL 6-14 FOR METAL CAGE DETAILS.
5. ALL BRASS SHALL MEET CDS LOW LEAD STANDARDS AND SHALL BE ON THE APPROVED LIST BY USC-FCCCHR (EDS 6.15.8).

A REDUCED PRESSURE BACKFLOW ASSEMBLY (C.O.S. EDS DTL 6-13) SCALE: NTS

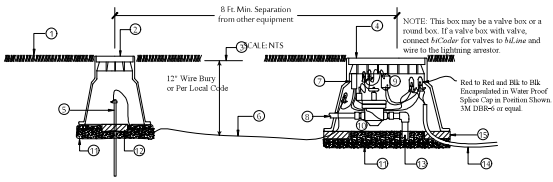


NOTES:

1. SET EYEBOLT WITH BOTTOM OF CIRCLE FLUSH WITH CONCRETE BASE. THEN EYEBOLT CANNOT BE TURNED WHEN BRACKET IS IN PLACE.
2. BOLT BRACKETS TO ENCLOSURE ON ENDS OR BOTH SIDES. USE ¼" x 1-1/4" TAMPER-PROOF BOLTS WITH HEX NUTS AND WASHERS PROVIDED.
3. SUGGESTED PAD DIMENSIONS - 32" L x 16" W x 3-1/4" THICK.
4. FOR BACKFLOW PREVENTION ASSEMBLIES CONNECTED TO THE RECLAIMED WATER SYSTEM: COLOR OF CAGE SHALL BE PAINTED PURPLE AND TAGGED FOR "RECLAIMED WATER". OTHERWISE, COLOR OF CAGE SHALL BE PAINTED "ROLLING STONE #COLO 10459B" AS DISTRIBUTED BY FRAZEE PAINT, OR APPROVED EQUAL, OR A COLOR TO MATCH THE BUILDING.
5. ALL A/C BOLT SHALL BE IN ENCLOSED TO PROTECT EYEBOLT AND LOCK.

DATE REVISED: 8/2016		METAL CAGE FOR REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTION ASSEMBLIES - 2 ½" OR LESS	DETAIL NO:
APPROVED FOR DISTRIBUTION (SIGNATURE ON FILE)	SURPRISE ARIZONA		6-14

B BACKFLOW PREVENTOR PROTECTIVE CAGE (C.O.S. EDS DTL 6-14) SCALE: NTS



1. LAWN OR SURFACE TREATMENT
2. 6" JUNCTION BOX
3. FINISHED GRADE
4. RECTANGULAR STANDARD OR JUMBO VALVE BOX
5. 8' GROUNDING ROD INSTALL PER CODE
6. #8 AWG SOLID BARE CU WIRE OR PER LOCAL CODE
7. BASELINE LIGHTNING ARRESTOR *BL-LA01*
8. LATERAL LINE - SIZE PER PLANS
9. BASE LINE - *bxCODER*
10. 24 VOLT REMOTE CONTROL VALVE
11. GRANULAR DRAINAGE MATERIAL - 3" MINIMUM DEPTH
12. SUPPORT BLOCK - 2 REQUIRED
13. PRESSURE LINE - SIZE AS PER PLANS
14. BASELINE *bkLINE* - GAUGE AS PER PLAN
15. SUPPORT BLOCK AT EACH CORNER - 4 REQUIRED

C LIGHTNING ARRESTOR/GROUNDING ROD SCALE: NTS

D NOT USED SCALE: NTS

E NOT USED SCALE: NTS

F NOT USED SCALE: NTS

G NOT USED SCALE: NTS

MCGOUGH ADAMSON
Landscape Architects
Land Planning
Irrigation
535 E. McKELLIPS RD. SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-9093

Expires 03-31-2023

IRRIGATION DETAILS
PALOMA CREEK - ELLEN RANCH
25000 N. 163RD AVE.
SURPRISE, ARIZONA 85387

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO.	21-24
DATE:	03-24-22
DRAWN BY:	MCH, BD
CHECKED BY:	NA
REVISIONS:	
CASE NUMBER:	FS22-0150

SHEET NO.
L4.4
22 OF 22

Leslie Carnie

From: Nichole Flores
Sent: Tuesday, February 1, 2022 8:47 AM
To: Chandra McCarty
Subject: FS22-0150 Ellen Ranch Final Plat - Luke AFB Comments 02.01.22

Good morning Ms. McCarty,

Below you will find comments from Luke AFB regarding the above referenced plan.

Please direct all questions to the contact information listed in the email.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Monday, January 31, 2022 9:16 AM
To: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Subject: RE: FS22-0150 Ellen Ranch Final Plat - New Digital Submittal 01.20.22

Nichole,

Thank you for allowing Luke AFB to make comments on the Ellen Ranch Final Plat Application. This final plat application request development of 167 residential lots. The 51-acre site is located at the NEC of 163rd Ave and Happy Valley Rd in Surprise, AZ. It is approximately 4.7 miles outside the Aux-1 2004 JLUS 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.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. 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 the tenant about Luke AFB operations.

Respectfully,

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

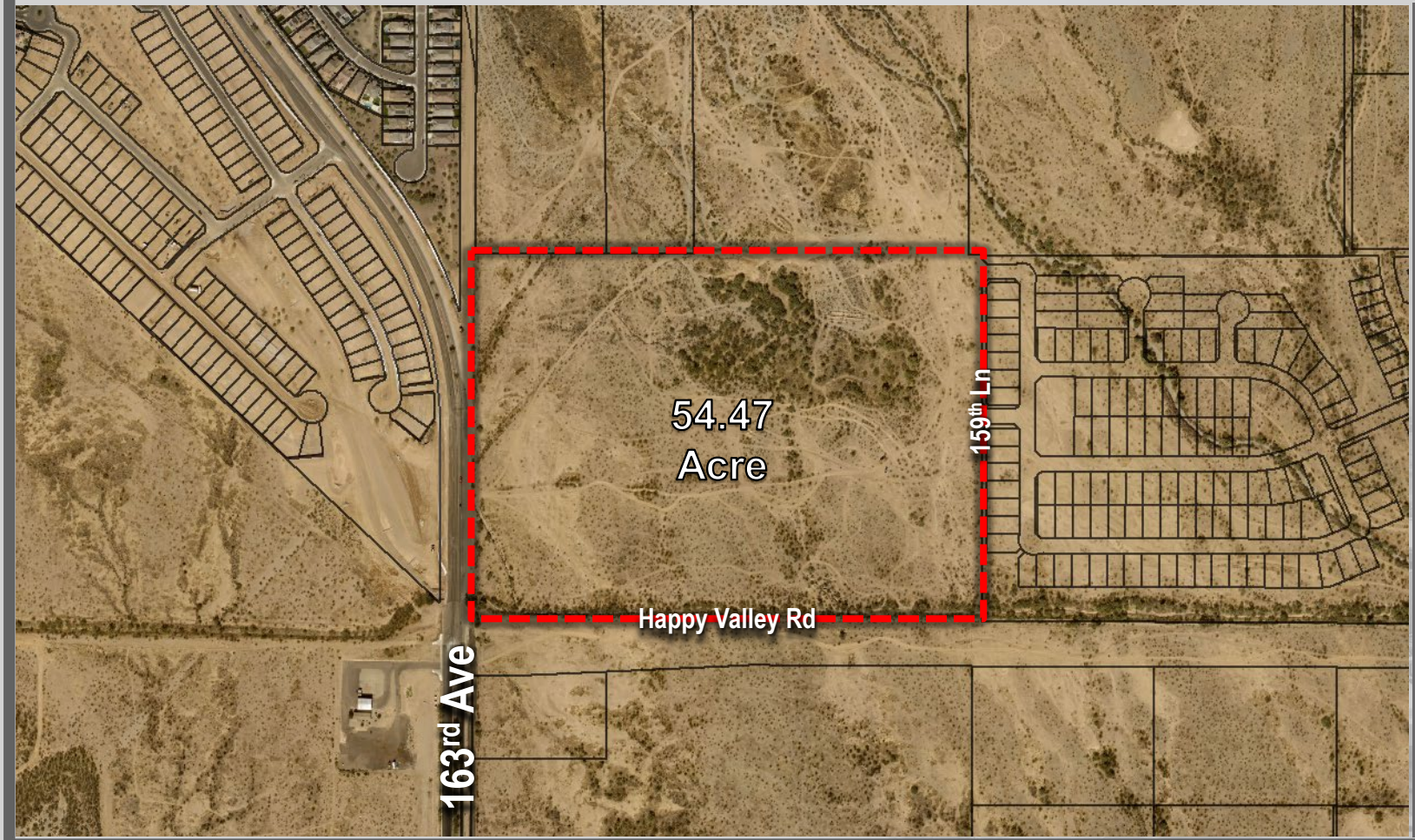
SURPRISE
ARIZONA

Ellen Ranch Final Plat

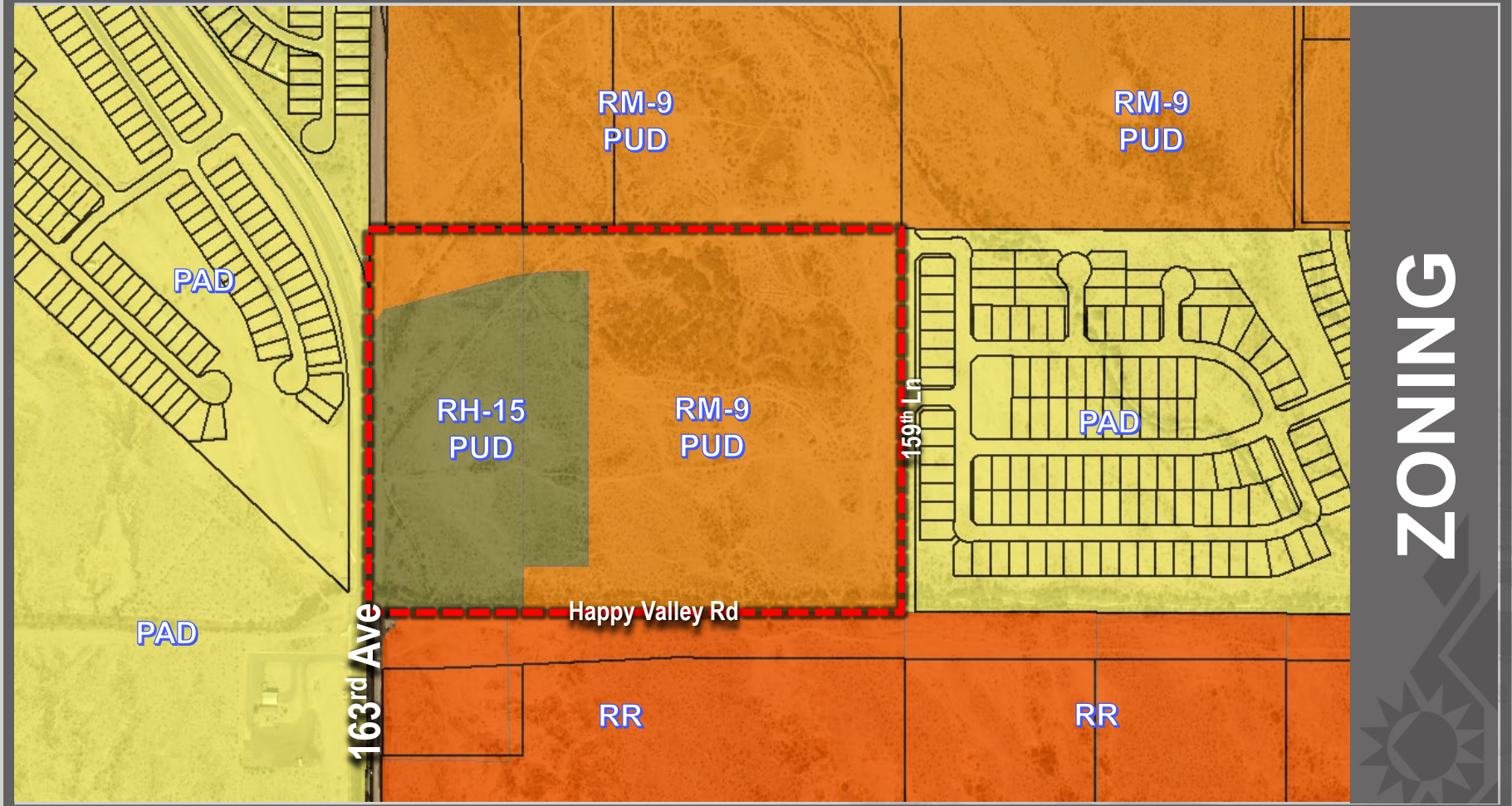
City Council

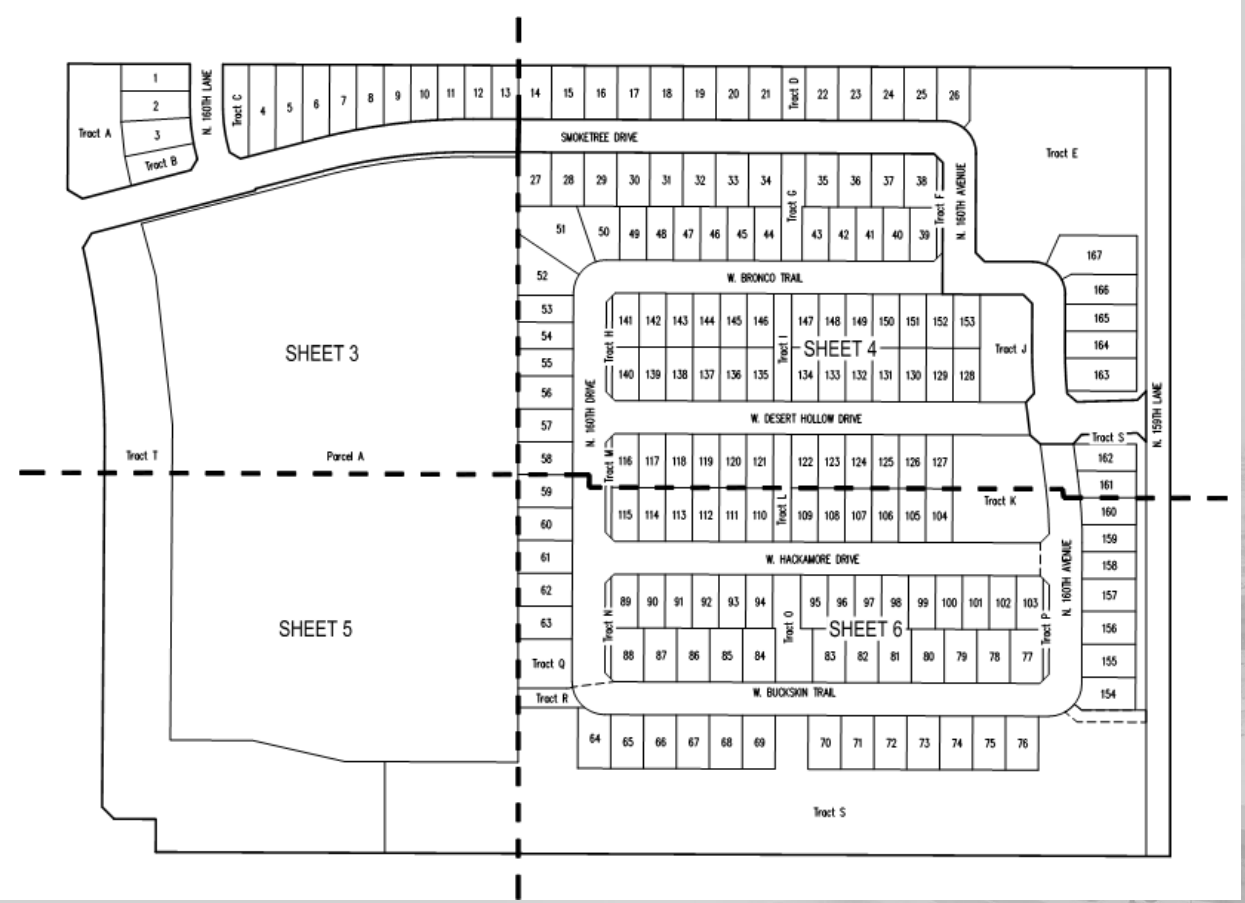
June 21, 2022

VICINITY MAP



VICINITY MAP


RM-9
PUD
RM-9
PUD
PAD
RH-15
PUD
RM-9
PUD
159th Ln
PAD
Happy Valley Rd
163rd Ave
PAD
RR
RR
ZONING


Tract A
Tract B
N. 160TH LANE
Tract C
SMOKETREE DRIVE
Tract D
Tract E
Tract F
N. 160TH AVENUE
Tract G
W. BRONCO TRAIL
Tract H
N. 160TH DRIVE
Tract I
SHEET 4
Tract J
W. DESERT HOLLOW DRIVE
Tract L
Tract K
Tract M
Tract S
N. 159TH LANE
W. HACKAMORE DRIVE
Tract N
Tract O
SHEET 6
Tract P
W. BUCKSKIN TRAIL
Tract Q
Tract R
SHEET 3
SHEET 5
Tract T
Parcel A
Tract S

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Fulton Homes at Prasada – Phase 1B" and dated April 29, 2022, a property generally located at the southwest corner of Waddell Road and Reems Road; Case FS21-548.

Motion:
I move to approve the Final Plat entitled, "Fulton Homes at Prasada – Phase 1B" and dated April 29, 2022.

Background:
Meikle Garrett with EPS Group Inc., on behalf of Fulton Homes, requests approval of a Final Plat for Phase 1B of the Fulton Homes at Prasada development located at the southwest corner of Waddell Road and Reems Road within the Prasada PAD. The subject plat will create 189 single-family residential lots, 16 tracts, and right-of-way as a replat of Fulton Homes at Prasada Phase 1A.

Objective Analysis:
The subject Final Plat meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The requested Final Plat is consistent with the Prasada PAD and advances the goals and policies of the General Plan.

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-548 Fulton Homes at Prasada Phase 1B Final Plat - Staff Report 062122 CC
2. 01 - FS21-548 Fulton Homes at Prasada Phase 1B Final Plat - Vicinity Map
3. 02 - FS21-548 Fulton Homes at Prasada Phase 1B Final Plat - Zoning Map
4. 03 - FS21-548 Fulton Homes at Prasada Phase 1B Final Plat - Plat
5. 04 - FS21-548 Fulton Homes at Prasada Phase 1B Final Plat - Landscape Plans
6. 05 - FS21-548 Fulton Homes at Prasada Phase 1B Final Plat - Phasing Plan
7. 06 - FS21-548 Fulton Homes at Prasada Phase 1B Final Plat - Luke AFB Comments
8. FS21-548 Fulton Homes at Prasada Phase 1B Final Plat

SURPRISE
ARIZONA

FINAL PLAT

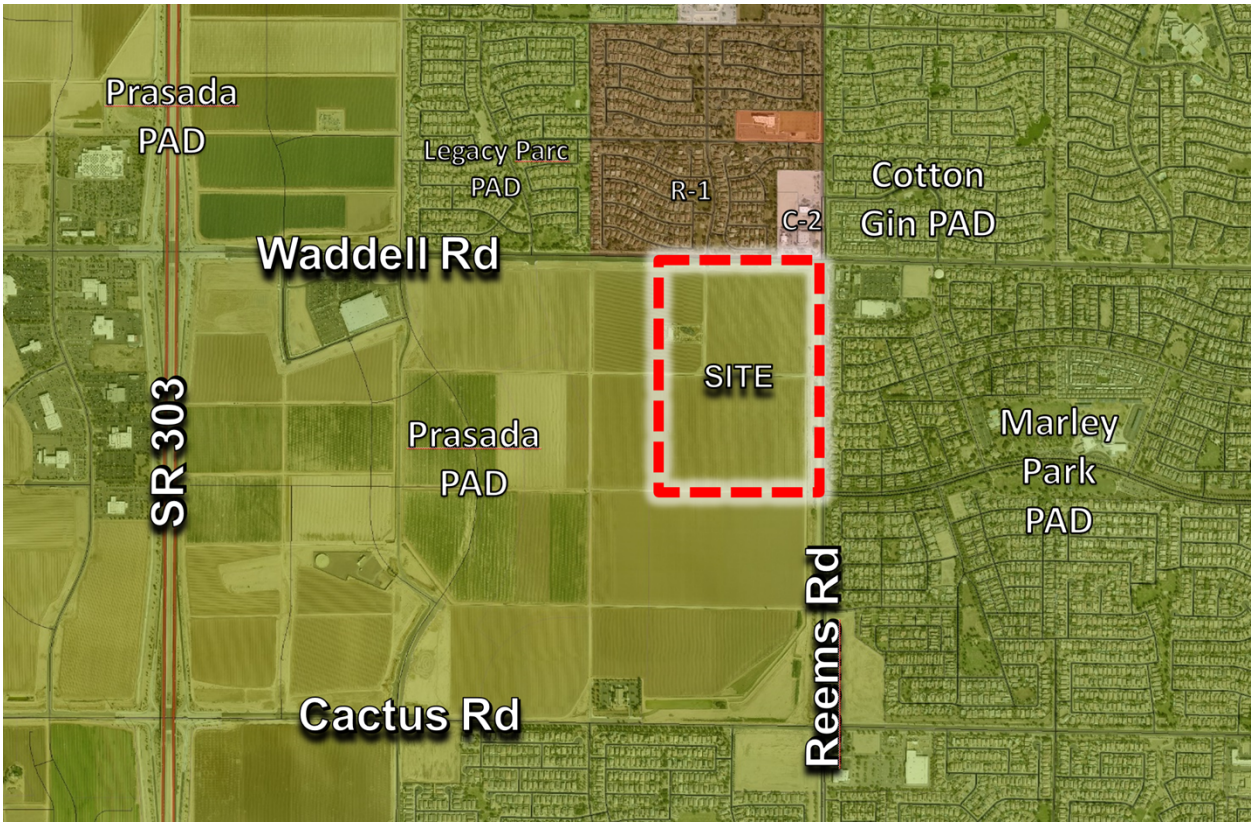
REPORT TO THE CITY COUNCIL

Case:	**FS21-548**
Project Name:	Fulton Homes at Prasada Phase 1B
Council District:	3 – Mesquite
Meeting Date:	**June 21, 2022**
Planner:	Trever Fleetham, AICP
Owner:	Fulton Homes
Applicant:	Meikle Garrett with EPS Group Inc.
Request:	Final Plat for Phase 1B of Fulton Homes at Prasada – a single family residential development
Site Location:	Generally located at the southwest corner of Waddell Road and Reems Road
Site Size:	38.06 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Project Description:

Meikle Garrett with EPS Group Inc., on behalf of Fulton Homes, requests approval of a Final Plat for Phase 1B of the Fulton Homes at Prasada development located at the southwest corner of Waddell Road and Reems Road within the Prasada PAD.

Surrounding Land Zoning:



Background:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

November 19, 2020: A Minor PAD Amendment to the Prasada Urban Village was administratively approved.

April 20, 2021: The City Council approved the Preliminary Plat for Fulton Homes at Prasada for the subject site under case FS20-363.

May 21, 2021: The applicant filed case FS21-414 for a final plat for Phase 1A of Fulton Homes at Prasada.

July 22, 2021: The applicant filed case FS21-548, the subject case, for a final plat for Phase 1B of Fulton Homes at Prasada.

Analysis and Discussion:

The subject plat will replat tracts created within Phase 1A (FS21-414) to create 189 single-family residential lots and 16 tracts. The subject Phase 1B plat makes up approximately 38.06 acres of the overall Fulton Homes at Prasada development. Within this plat, 22.83 acres are dedicated to lot area, 6.59 acres are open space, and 8.64 acres are areas of right-of-way. The subject project will include the construction of local roads to connect to those created under the Phase 1A plat.

Conformance with Adopted Plans:

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

Reviewing Agencies:

The subject request was routed to the standard reviewing agencies, who expressed no concerns.

Summary:

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

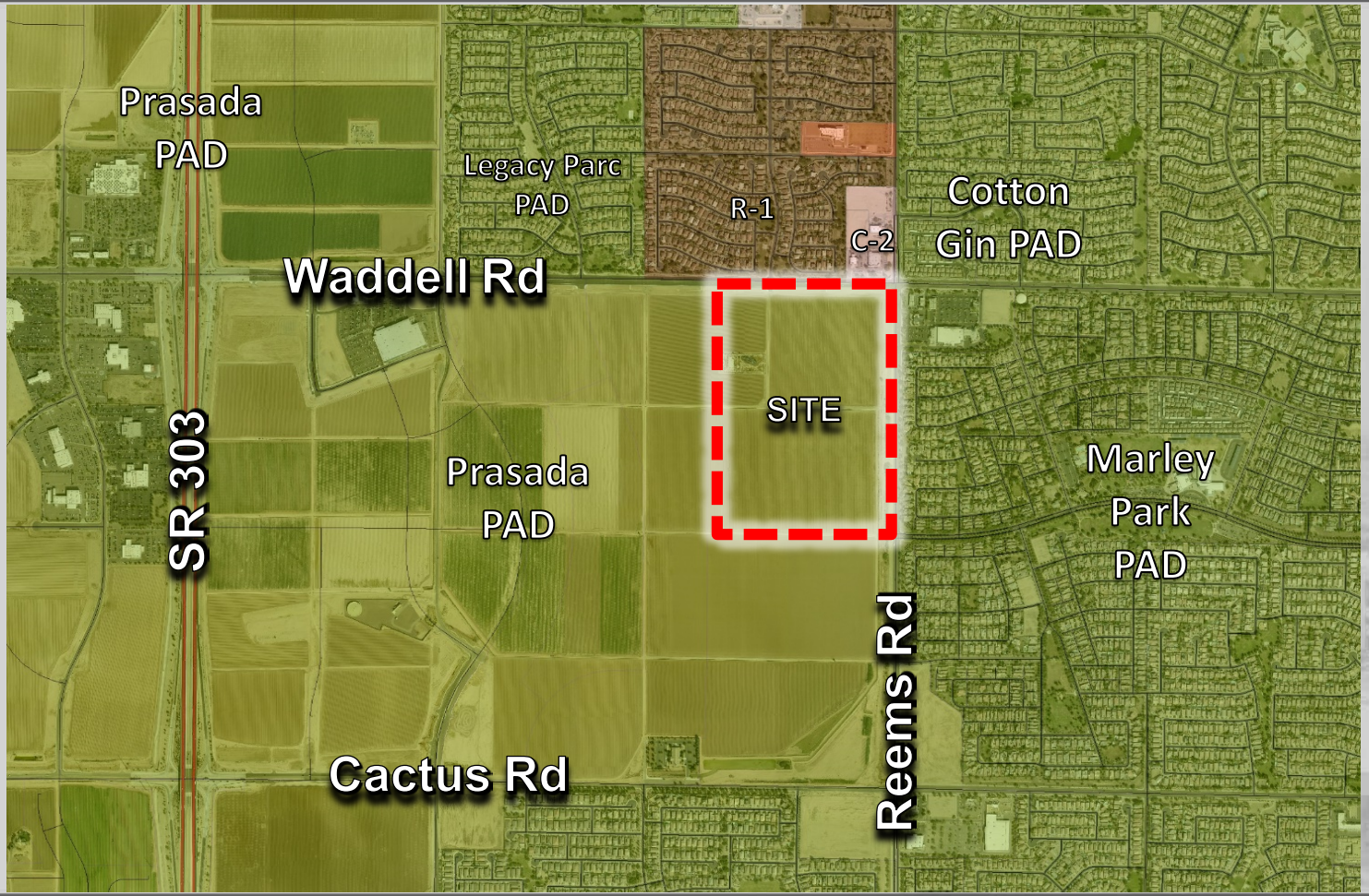
Findings:

- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Prasada PAD.
- The reviewing agencies have indicated no objections.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Landscape Plans
05 Phasing Plan
06 Luke AFB Comments
PPT

FS21-548 VICINITY MAP



FS21-548 ZONING MAP

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1B

A PORTION OF NORTHEAST 1/4 OF
SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
GILA AND SALT RIVER MERIDIAN
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF FULTON HOMES AT PRASADA – PHASE 1B, A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "FULTON HOMES AT PRASADA – PHASE 1B", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

OWNER HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS TRACT Z FOR THE PURPOSES OF EMERGENCY FIRE DEPARTMENT ACCESS TO THE DEVELOPMENT.

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 PEDESTRIAN ACCESS AND SIDEWALK CONSTRUCTION AND MAINTENANCE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENTS AS SHOWN ON THE PLAT.

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

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 A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

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

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

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

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.

TRACTS AA, BB, CC, DD, GG, J, P, R, S, T, U, V, W, X, Y AND Z ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

IN WITNESS WHEREOF, _____ AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE THIS _____ DAY OF _____, 2022.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSED HEREIN CONTAINED.

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

BY: _____

MY COMMISSION EXPIRES: _____

NOTICE OF FULTON HOMES AT PRASADA DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO THE FULTON HOMES AT PRASADA DEVELOPMENT AGREEMENT DATED APRIL 21, 2022 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON APRIL 21, 2022, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 2022-0353105. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF FULTON HOMES CORPORATION AT 9140 S. KYRENE ROAD, SUITE 202, TEMPE, AZ 85284, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS ____ DAY OF _____, 2022.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")

BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS
ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSED HEREIN CONTAINED.

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

BY: _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSED HEREIN CONTAINED.

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

BY: _____

MY COMMISSION EXPIRES: _____

LENDER OWNER STATEMENT

THE UNDERSIGNED, AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST DOCUMENT RECORDED IN DOCUMENT NO. 2021-0782988 OF THE MARICOPA COUNTY RECORDER, HEREBY RELEASES ALL THAT REAL PROPERTY IDENTIFIED AS PUBLIC STREETS, TRACTS AA, BB, CC, DD, GG, J, P, R, S, T, U, V, W, X, Y AND Z, FROM THE LIEN AND SECURITY INTEREST OF THE DEED OF TRUST DATED AS OF JUNE 6, 2021 BY FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR, TO BENEFICIARY AND FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE. FURTHER, THE UNDERSIGNED CONSENTS TO THE DRAINAGE, RETENTION, UTILITY AND OTHER EASEMENTS FOR PUBLIC PURPOSES DESCRIBED ON THIS PLAT. THIS PARTIAL RELEASE SHALL IN NO WAY AFFECT OR OPERATE TO DISCHARGE THE LIEN OF THE DEED OF TRUST WITH RESPECT TO ANY OTHER OF THE PREMISES DESCRIBED ON THIS PLAT, BUT SHALL RELEASE THEREFROM ONLY THE REAL ESTATE WHICH IS DESCRIBED ABOVE. THE UNRELEASED REAL ESTATE COVERED BY THE DEED OF TRUST SHALL REMAIN AS SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AND THE FULL PERFORMANCE OF ALL THE COVENANTS AND OBLIGATIONS SECURED THEREBY.

IN WITNESS WHEREOF, THIS PARTIAL RELEASE AND RECONVEYANCE OF DEED OF TRUST HAS BEEN EXECUTED AND DELIVERED THIS _____ DAY OF _____, 2022.

BY: M&T BANK, A NEW YORK CORPORATION, AS BENEFICIARY

BY: _____ ITS: SENIOR VICE PRESIDENT
THOMAS M. DALY

BY: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR

BY: _____ ITS: PRESIDENT
NORMAN LEE NICHOLLS

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2022, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSED HEREIN CONTAINED.

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

BY: _____

MY COMMISSION EXPIRES: _____

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ('CITY') AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ('MWD') ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCUMENT NO. 97-0231759 ('IGA'). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

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

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

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2022, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED: _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS ____ DAY OF _____, 2022.

ATTEST: _____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

OWNER/DEVELOPER

FULTON HOMES
9140 S KYRENE ROAD
SUITE 202
TEMPE, AZ 85284
TEL: (480) 753-6789
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ENGINEER

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MESA, AZ 85201
TEL: (480) 503-2250
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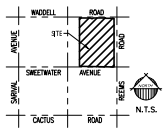
EMAIL: BRIAN.NICHOLLS@EPSGROUPINC.COM



SEC. 18
T.3 N., R.1 W.

VICINITY MAP

SHEET INDEX

1	COVER, NOTES, DEDICATION, SITE DATA, BASIS OF BEARING, & CERTIFICATIONS	
2	LEGAL DESCRIPTION, NOTES & KEY MAP	
3–6	FINAL PLAT	
7	LOT AREA TABLE, TRACT AREA & USE TABLE, AND CURVE TABLE	

SITE DATA

ZONING	PUV-1 (PRASADA URBAN VILLAGE 1)
NUMBER OF LOTS	189
NUMBER OF TRACTS	16
MEAN LOT AREA PER DWELLING UNIT	5261 SF
NET AREA OPEN SPACE	22%
LOTS AREA	22.8250 ACRES
OPEN SPACE AREA	6.5942 ACRES
RIGHT OF WAY AREA	8.6442 ACRES
TOTAL	38.0635 ACRES

REFERENCE DOCUMENTS

(R1) SPECIAL WARRANTY DEED, INSTRUMENT NO. 2019-0983423, MCR.

BASIS OF BEARINGS

THE MONUMENT LINE OF REEMS ROAD, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,
THE BEARING OF WHICH IS:

SOUTH 00 DEGREES 06 MINUTES 06 SECONDS WEST

100 YEAR ASSURED WATER SUPPLY

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

27-701190.0000 10-12-2021
CERTIFICATE NUMBER DATE

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

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

CERTIFICATION

I ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT HEREON HAS BEEN PREPARED FROM A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THIS SURVEY IS TRUE AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON; I FURTHER CERTIFY THAT ALL MONUMENTS EXIST OR WILL BE SET AS SHOWN; THAT ALL LOT CORNERS ARE SET OR WILL BE SET, IN ACCORDANCE WITH THE LATEST ADAPTED "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS"; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON REGISTRATION NO. 37495
EPS GROUP INC.
1130 N. ALMA SCHOOL RD.
SUITE 120
MESA, AZ 85201
480-503-2250

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.

FS21-548

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EPS GROUP

Project: FULTON HOMES AT PRASADA - PHASE 1B
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
ORIGINAL SUBMITTAL - 7-1-2021
SECOND SUBMITTAL - 11-10-2021
THIRD SUBMITTAL - 12-20-2021
FOURTH SUBMITTAL - 1-14-2022

Drawn by: LFT
Reviewed by: RAJ

ROBERT A. JOHNSTON 37495 REGISTERED LAND SURVEYOR

Job No.
19-0751

COVER

Sheet No.
1
of 7

Apr 28, 2022 - 8:53am S:\Projects\2019\19-0751\Legal Survey\Dwgs\19-0751 Final Plat Ph 1B.dwg
Blake

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1B

A PORTION OF NORTHEAST 1/4 OF
SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
GILA AND SALT RIVER MERIDIAN
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF SURPRISE BRASS CAP IN HAND HOLE AT THE NORTHEAST CORNER OF SAID SECTION 18, FROM WHICH A 3" ALUMINUM CAP AT THE EAST QUARTER CORNER OF SAID SECTION 18, BEARS SOUTH 0 DEGREES 06 MINUTES 06 SECONDS WEST, 2641.29 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, NORTH 89 DEGREES 04 MINUTES 48 SECONDS WEST, 146.59 FEET;

THENCE SOUTH 0 DEGREES 55 MINUTES 12 SECONDS WEST, 65.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0 DEGREES 06 MINUTES 06 SECONDS WEST, 438.91 FEET;

THENCE WEST, 117.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTHEASTERLY 20.94 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE EAST, 29.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHEASTERLY 86.39 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH, 240.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY 86.39 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE WEST, 30.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHWESTERLY 20.94 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE EAST, 117.78 FEET;

THENCE SOUTH 0 DEGREES 06 MINUTES 06 SECONDS WEST, 251.00 FEET;

THENCE WEST, 124.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 87 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 55.00 FEET;

THENCE SOUTHWESTERLY 17.57 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18 DEGREES 18 MINUTES 15 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 49 DEGREES 14 MINUTES 58 SECONDS EAST, 12.38 FEET;

THENCE SOUTH, 131.02 FEET;

THENCE WEST, 550.00 FEET;

THENCE NORTH, 120.00 FEET;

THENCE EAST, 30.28 FEET;

THENCE NORTH, 55.00 FEET;

THENCE NORTH 75 DEGREES 00 MINUTES 00 SECONDS WEST, 10.35 FEET;

THENCE NORTH, 234.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY 10.47 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH, 55.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY 10.47 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH, 234.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY 10.47 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH, 55.00 FEET;

THENCE WEST, 35.82 FEET;

THENCE NORTH, 120.00 FEET;

THENCE WEST, 250.00 FEET;

THENCE SOUTH, 117.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 28 DEGREES 45 MINUTES 41 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY 21.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 61 DEGREES 14 MINUTES 19 SECONDS;

THENCE ON A NON-TANGENT LINE WEST, 55.00 FEET;

LEGAL DESCRIPTION (CONT'D)

THENCE SOUTH, 45.38 FEET;

THENCE WEST, 120.00 FEET;

THENCE SOUTH, 100.01 FEET;

THENCE EAST, 119.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 87 DEGREES 32 MINUTES 30 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY 30.56 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87 DEGREES 32 MINUTES 30 SECONDS;

THENCE WEST, 95.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH, 561.81 FEET;

THENCE NORTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, 37.58 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 43 SECONDS EAST, 651.36 FEET;

THENCE SOUTH 0 DEGREES 55 MINUTES 12 SECONDS WEST, 8.62 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS EAST, 453.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF SURPRISE BRASS CAP IN HAND HOLE AT THE NORTHEAST CORNER OF SAID SECTION 18, FROM WHICH A 3" ALUMINUM CAP AT THE EAST QUARTER CORNER OF SAID SECTION 18, BEARS SOUTH 0 DEGREES 06 MINUTES 06 SECONDS WEST, 2641.29 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, NORTH 89 DEGREES 04 MINUTES 48 SECONDS WEST, 1306.69 FEET;

THENCE SOUTH 0 DEGREES 55 MINUTES 12 SECONDS WEST, 68.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 44 DEGREES 04 MINUTES 48 SECONDS EAST, 40.87 FEET;

THENCE SOUTH, 560.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH, 55.00 FEET;

THENCE EAST, 215.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH, 179.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE WEST, 23.84 FEET;

THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 16.74 FEET;

THENCE WEST, 447.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 74 DEGREES 02 MINUTES 17 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY 5.57 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15 DEGREES 57 MINUTES 43 SECONDS;

THENCE ON A NON-TANGENT LINE WEST, 55.00 FEET;

THENCE SOUTH, 239.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE WEST, 29.50 FEET;

THENCE SOUTH, 147.00 FEET;

THENCE WEST, 231.64 FEET;

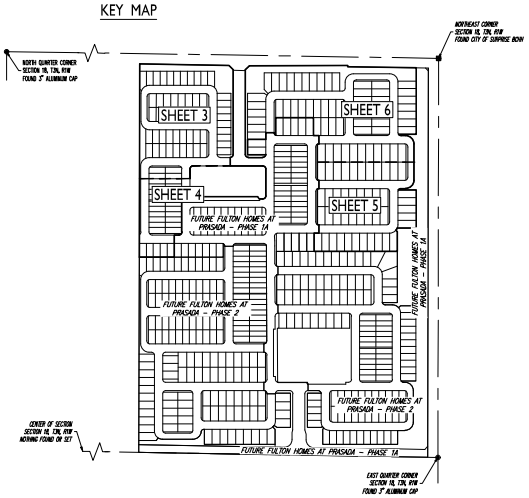
THENCE NORTH 0 DEGREES 06 MINUTES 49 SECONDS EAST, 1279.50 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 48 SECONDS EAST, 590.58 FEET TO THE POINT OF BEGINNING.

NOTES

1. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ANY LIGHTING WILL BE PLACED SO AS TO DIRECT LIGHT AWAY FROM THE ADJACENT RESIDENTIAL DISTRICTS AND WILL NOT EXCEED ONE FOOT CANDLE AT THE PROPERTY LINE. NO NOISE, ODOR OR VIBRATION WILL BE EMITTED SO THAT IT EXCEEDS THE GENERAL LEVEL OF NOISE, ODOR OR VIBRATION EMITTED BY USES OUTSIDE OF THIS SITE.
4. STRUCTURES AND LANDSCAPING WITHIN A TRIANGLE MEASURING 33' X 33' ALONG THE PROPERTY LINES WILL BE MAINTAINED AT A MAXIMUM HEIGHT OF 3'.
5. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT FOR FULTON HOMES AT PRASADA, APPROVED ON APRIL 20, 2021, UNDER CASE FS20-363.
6. THIS SUBDIVISION LIES WITHIN THE VICINITY OF A MILITARY AIRPORT AT LUKE AIR FORCE BASE AS DEFINED BY A.R.S. 28-8461 AND IS SUBJECT TO MILITARY OVERFLIGHTS. THIS SUBDIVISION COMPLIES WITH THE MAXIMUM DENSITY OF 6 DWELLING UNITS PER ACRE FOR RESIDENTIAL DEVELOPMENTS ONE TO THREE MILES FROM THE AIR FORCE BASE.
7. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" AND "A" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
8. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
11. 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.
12. PURSUANT TO ARS § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

KEY MAP



FS21-548

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Mesa, AZ 85201 | P 480.503.2250
F 480.503.2290
w w w . e p s g r o u p i n c . c o m

Project: FULTON HOMES AT PRASADA - PHASE 1B
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
ORIGINAL SUBMITTAL: 7-1-2021
SECOND SUBMITTAL: 11-30-2021
THIRD SUBMITTAL: 12-20-2021
FINAL SUBMITTAL: 1-14-2021

Drawn by: LFT
Reviewed by: RAJ

ROBERT A. JOHNSTON
57490
REGISTERED LANDSCAPE ARCHITECT
ARIZONA U.S.A.

Job No.
19-0751

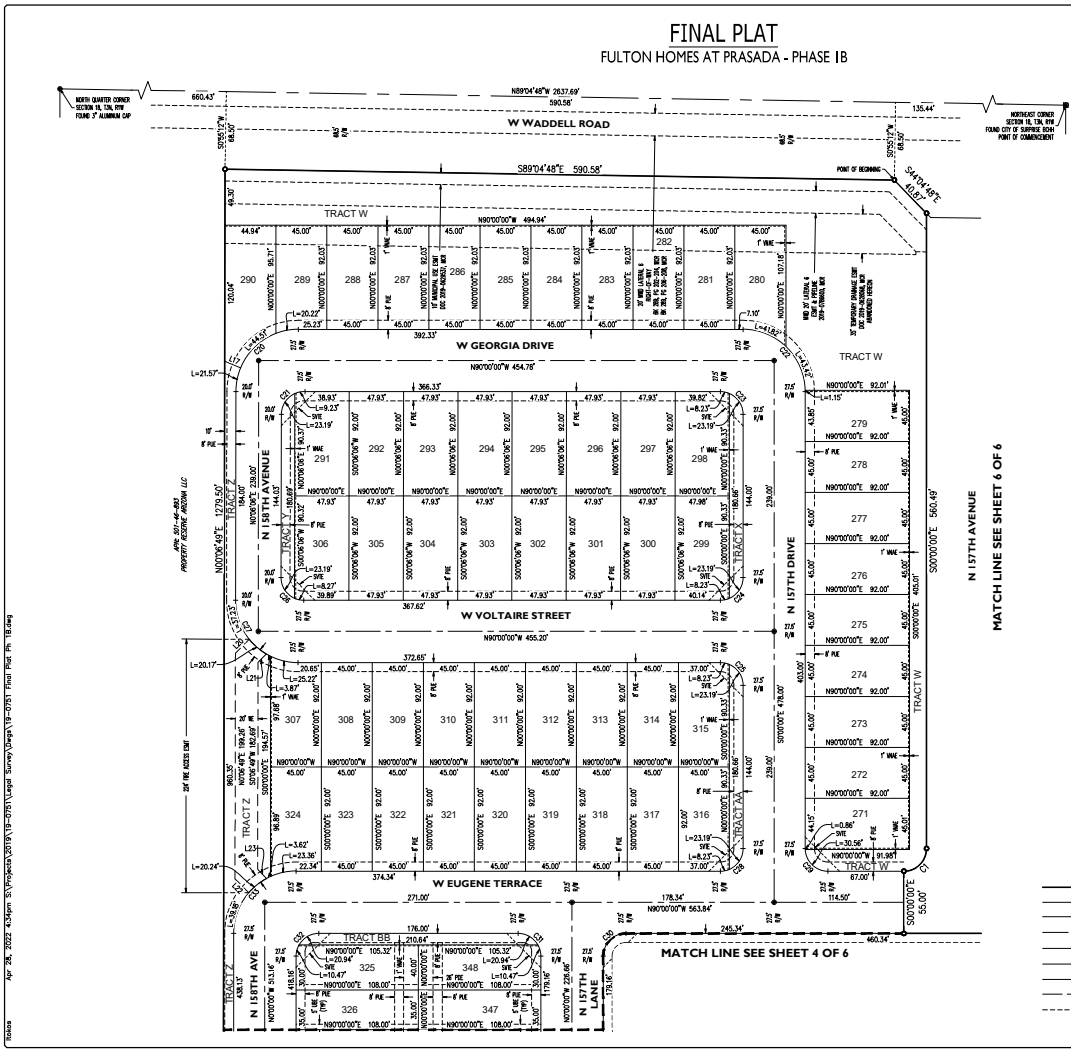
KEY MAP

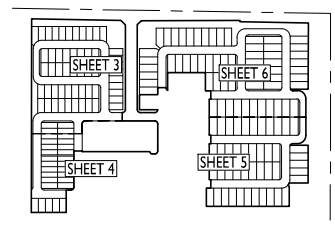
Sheet No.
2
of 7

Date: Apr 28, 2022 4:43pm S:\Projects\2019\19-0751 Final Plat Ph 1B.dwg

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1B





LEGEND

- FND MON. IN HANDHOLE AS NOTED
- FND MON. FLUSH AS NOTED
- IRON PIPE AS NOTED
- FND MON. AS NOTED
- SET REBAR WITH CAP, RLS 37495

FND	FOUND
MON.	MONUMENT
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
BC	BRASS CAP
IP	IRON PIPE
SFNF	SEARCHED FOR NOT FOUND
G&SRM	GILA AND SALT RIVER MERIDIAN
MCR	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
DKT.	DOCKET
BK.	BOOK
PG.	PAGE
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
SVTE	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENT
ESMT	EASEMENT
UBE	USE AND BENEFIT EASEMENT
PRE	PRIVATE ROAD EASEMENT
PDE	PRIVATE DRIVEWAY EASEMENT
RE	ROADWAY EASEMENT
SWE	SIDEWALK AND ACCESS EASEMENT
CSE	COMMON SPACE EASEMENT
WE	WATER EASEMENT

BOUNDARY LINE
R/W LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
QUARTER-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE

NORTH

scale 40 0 40 80 feet

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Project: FULTON HOMES AT PRASADA - PHASE 1B
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
ORIGINAL SURVEY: 7-1-2021
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RESPONSE TO WIND COMMENTS: 12-20-2021
THIRD SUBMITTAL: 1-14-2021

Drawn by: LFT
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
37495
ROBERT A. JOHNSTON
Exp. 12/31/21

Job No.: 19-0751
PLAT
Sheet No. 3 of 7

FS21-548

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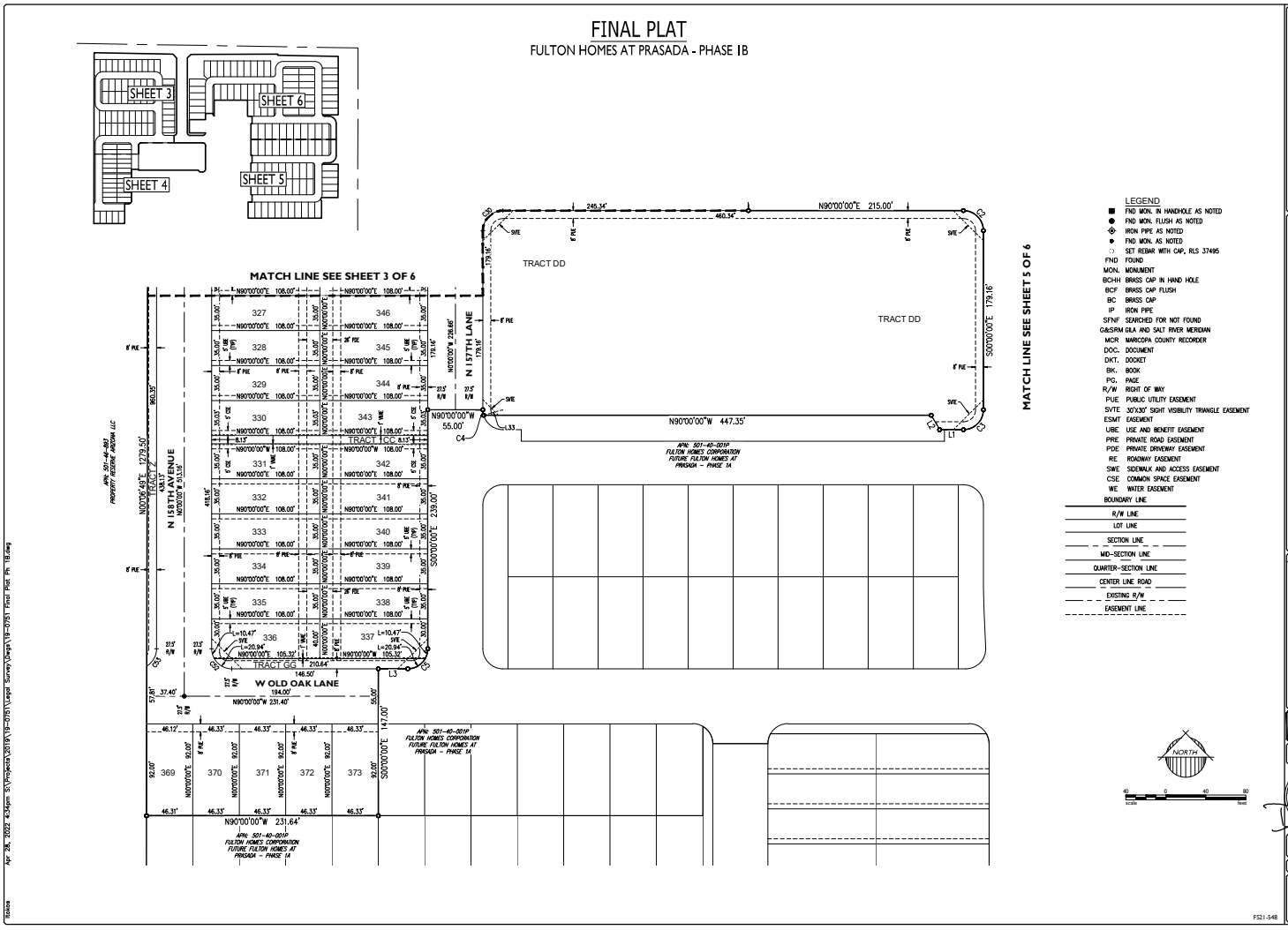
FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1B



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Project: FULTON HOMES AT PRASADA - PHASE 1B
SURPRISE, ARIZONA
FINAL PLAT

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Drawn by: LFT
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37495
ROBERT A. JOHNSTON
ARIZONA, U.S.A.

Job No.: 19-0751
PLAT
Sheet No. 4 of 7

FS21-548

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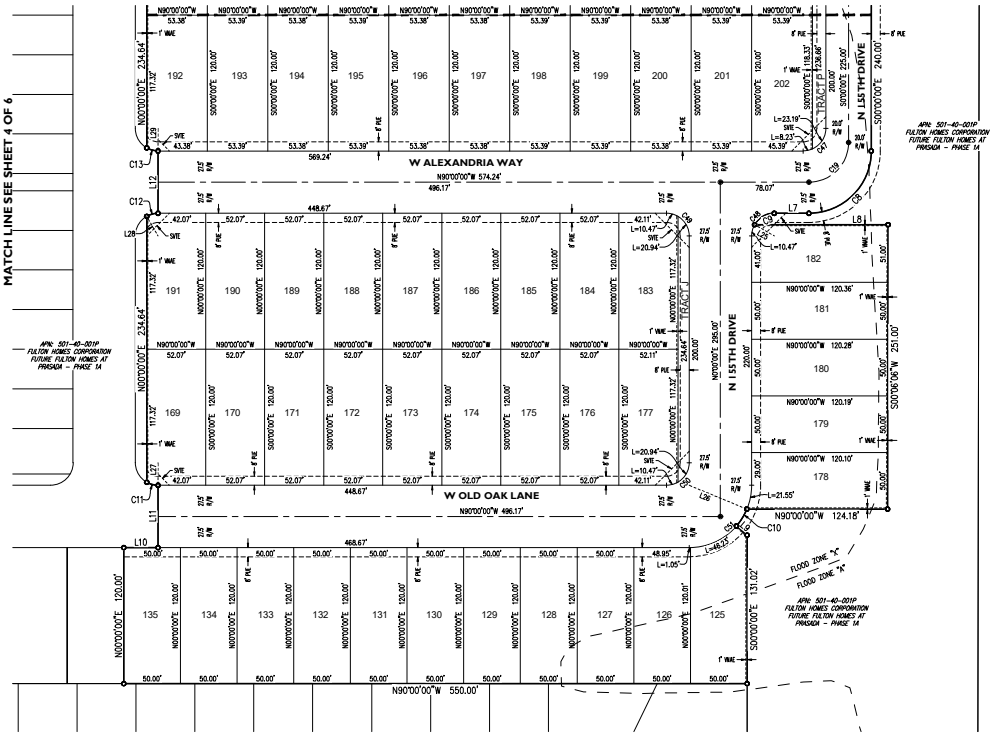
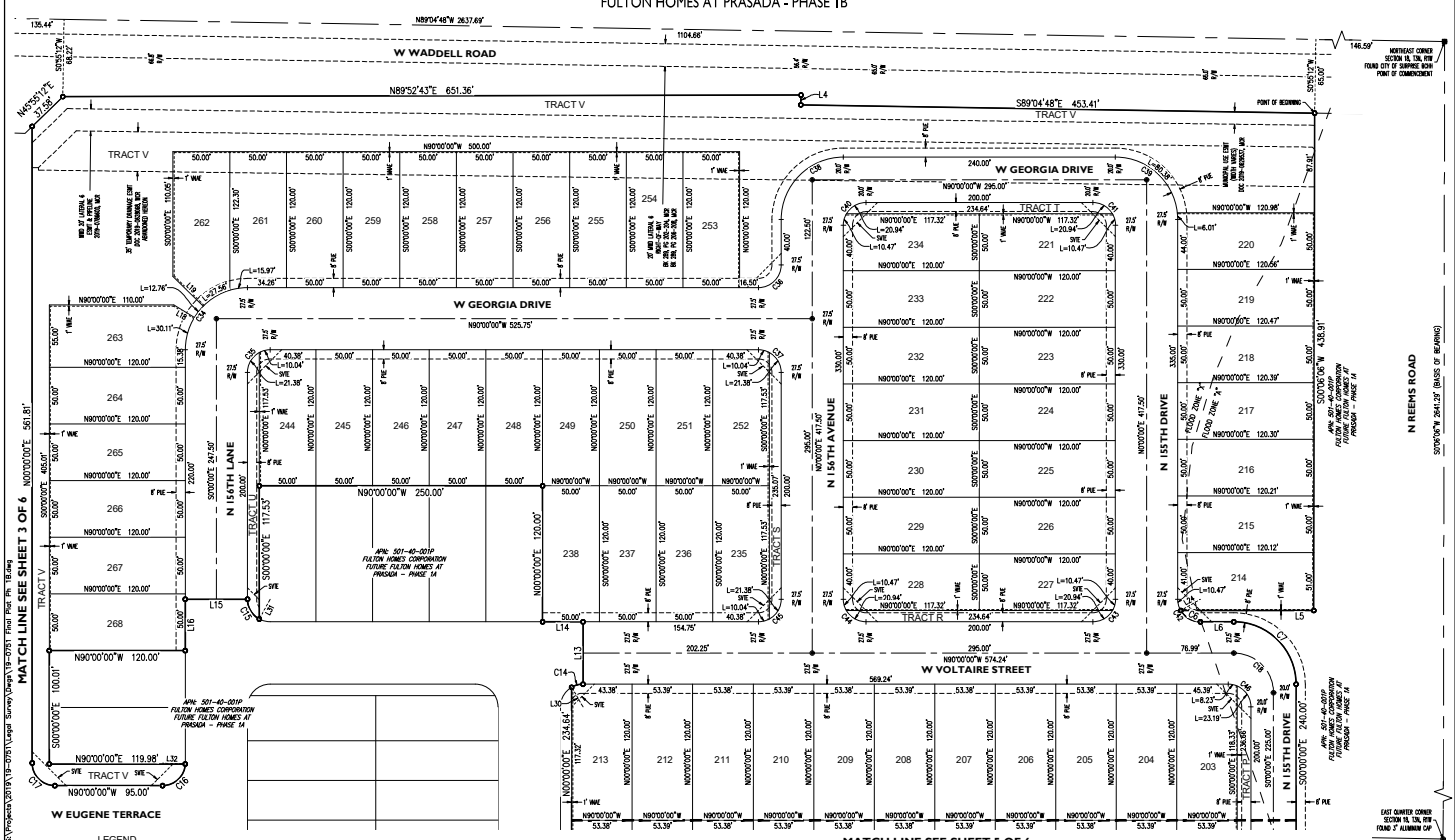
FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1B


MATCH LINE SEE SHEET 6 OF 6
MATCH LINE SEE SHEET 4 OF 6
W ALEXANDRIA WAY
N90°00'00"W 574.24'
496.17'
W OLD OAK LANE
N90°00'00"W 496.17'
N 151ST DRIVE
N 151ST DRIVE
TRACT P
TRACT I
APN: 501-40-001P
FULTON HOMES CORPORATION
FUTURE FULTON HOMES AT
PRASADA - PHASE 1A
APN: 501-40-001P
FULTON HOMES CORPORATION
FUTURE FULTON HOMES AT
PRASADA - PHASE 1A
APN: 501-40-001P
FULTON HOMES CORPORATION
FUTURE FULTON HOMES AT
PRASADA - PHASE 1A
FLOOD ZONE "X"
FLOOD ZONE "X"
N90°00'00"W 550.00'
S00°00'00"E 131.02'
N90°00'00"W 124.18'
S00°06'36"W 251.00'
N00°00'00"E 240.00'
S00°00'00"E 240.00'
N00°00'00"E 234.64'
S00°00'00"E 234.64'
N00°00'00"E 120.00'
S00°00'00"E 120.00'
448.67'
468.67'
569.24'
78.07'
N90°00'00"W 120.36'
N90°00'00"W 120.28'
N90°00'00"W 120.19'
N90°00'00"W 120.10'
N90°00'00"W 120.00'
N90°00'00"W 120.00'
N90°00'00"W 120.00

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE IB



LEGEND

■	FND MON. IN HANDHOLE AS NOTED	SFNF	SEARCHED FOR NOT FOUND
●	FND MON. FLUSH AS NOTED	G&SRM	GILA AND SALT RIVER MERIDIAN
◈	IRON PIPE AS NOTED	MCR	MARICOPA COUNTY RECORDER
■	FND MON. AS NOTED	DOC.	DOCUMENT
○	SET REBAR WITH CAP, RLS 37495	DKT.	DOCKET
FND	FOUND	BK.	BOOK
MON.	MONUMENT	PG.	PAGE
BCHH	BRASS CAP IN HAND HOLE	R/W	RIGHT OF WAY
BCF	BRASS CAP FLUSH	PUE	PUBLIC UTILITY EASEMENT
BC	BRASS CAP	SVTE	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENT
IP	IRON PIPE	ESMT	EASEMENT

UBE	USE AND BENEFIT EASEMENT
PRE	PRIVATE ROAD EASEMENT
PDE	PRIVATE DRIVEWAY EASEMENT
RE	ROADWAY EASEMENT
SWE	SIDEWALK AND ACCESS EASEMENT
CSE	COMMON SPACE EASEMENT
WE	WATER EASEMENT

BOUNDARY LINE
R/W LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
QUARTER-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE

NORTH

scale 40 0 40 80 feet

EPS GROUP
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Project: FULTON HOMES AT PRASADA - PHASE IB
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
ORIGINAL SURVEY: 7-1-2021
SECOND SUBMITTAL: 11-30-2021
RESPONSE TO WIND COMMENTS: 12-20-2021
THIRD SUBMITTAL: 1-14-2021

Drawn by: LFT
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37495
ROBERT A. JOHNSTON
ARIZONA

Job No.: 19-0751
PLAT
Sheet No. 6 of 7

FS21-548

Apr 28, 2022 4:34pm S:\Projects\2019\19-0751\Legal Survey\Dwgs\19-0751 Final Plat Ph 1B.dwg

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1B

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
125	6,385	0.1466
126	6,000	0.1377
127	6,000	0.1377
128	6,000	0.1377
129	6,000	0.1377
130	6,000	0.1377
131	6,000	0.1377
132	6,000	0.1377
133	6,000	0.1377
134	6,000	0.1377
135	6,000	0.1377
169	6,240	0.1432
170	6,248	0.1434
171	6,248	0.1434
172	6,248	0.1434
173	6,248	0.1434
174	6,248	0.1434
175	6,248	0.1434
176	6,248	0.1434
177	6,245	0.1434
178	6,031	0.1385
179	6,007	0.1379
180	6,012	0.1380
181	6,016	0.1381
182	6,132	0.1408
183	6,245	0.1434
184	6,248	0.1434
185	6,248	0.1434
186	6,248	0.1434
187	6,248	0.1434
188	6,248	0.1434
189	6,248	0.1434
190	6,248	0.1434
191	6,240	0.1432
192	6,398	0.1469
193	6,406	0.1471
194	6,406	0.1471
195	6,406	0.1471
196	6,406	0.1471
197	6,406	0.1471
198	6,406	0.1471
199	6,406	0.1471
200	6,406	0.1471
201	6,406	0.1471
202	6,403	0.1470
203	6,403	0.1470
204	6,406	0.1471
205	6,406	0.1471
206	6,406	0.1471
207	6,406	0.1471
208	6,406	0.1471
209	6,406	0.1471
210	6,406	0.1471
211	6,406	0.1471
212	6,406	0.1471
213	6,398	0.1469
214	6,115	0.1404

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
215	6,008	0.1379
216	6,013	0.1380
217	6,017	0.1381
218	6,021	0.1382
219	6,026	0.1383
220	6,031	0.1385
221	5,991	0.1375
222	6,000	0.1377
223	6,000	0.1377
224	6,000	0.1377
225	6,000	0.1377
226	6,000	0.1377
227	5,991	0.1375
228	5,991	0.1375
229	6,000	0.1377
230	6,000	0.1377
231	6,000	0.1377
232	6,000	0.1377
233	6,000	0.1377
234	5,991	0.1375
235	5,992	0.1376
236	6,000	0.1377
237	6,000	0.1377
238	6,000	0.1377
244	5,992	0.1376
245	6,000	0.1377
246	6,000	0.1377
247	6,000	0.1377
248	6,000	0.1377
249	6,000	0.1377
250	6,000	0.1377
251	6,000	0.1377
252	5,992	0.1376
253	6,000	0.1377
254	6,000	0.1377
255	6,000	0.1377
256	6,000	0.1377
257	6,000	0.1377
258	6,000	0.1377
259	6,000	0.1377
260	6,000	0.1377
261	6,012	0.1380
262	6,272	0.1440
263	6,663	0.1530
264	6,000	0.1377
265	6,000	0.1377
266	6,000	0.1377
267	6,000	0.1377
268	6,000	0.1377
271	4,141	0.0951
272	4,140	0.0950
273	4,140	0.0950
274	4,140	0.0950
275	4,140	0.0950
276	4,140	0.0950
277	4,140	0.0950
278	4,140	0.0950

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
279	4,140	0.0950
280	4,321	0.0992
281	4,141	0.0951
282	4,141	0.0951
283	4,141	0.0951
284	4,141	0.0951
285	4,141	0.0951
286	4,141	0.0951
287	4,141	0.0951
288	4,141	0.0951
289	4,165	0.0956
290	5,035	0.1156
291	4,405	0.1011
292	4,410	0.1012
293	4,410	0.1012
294	4,410	0.1012
295	4,410	0.1012
296	4,410	0.1012
297	4,410	0.1012
298	4,402	0.1011
299	4,417	0.1014
300	4,410	0.1012
301	4,410	0.1012
302	4,410	0.1012
303	4,410	0.1012
304	4,410	0.1012
305	4,410	0.1012
306	4,405	0.1011
307	4,185	0.0961
308	4,140	0.0950
309	4,140	0.0950
310	4,140	0.0950
311	4,140	0.0950
312	4,140	0.0950
313	4,140	0.0950
314	4,140	0.0950
315	4,136	0.0949
316	4,136	0.0949
317	4,140	0.0950
318	4,140	0.0950
319	4,140	0.0950
320	4,140	0.0950
321	4,140	0.0950
322	4,140	0.0950
323	4,140	0.0950
324	4,176	0.0959
325	4,311	0.0990
326	3,780	0.0868
327	3,780	0.0868
328	3,780	0.0868
329	3,780	0.0868
330	3,783	0.0869
331	3,780	0.0868
332	3,780	0.0868
333	3,780	0.0868
334	3,780	0.0868
335	3,780	0.0868

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
336	4,311	0.0990
337	4,311	0.0990
338	3,780	0.0868
339	3,780	0.0868
340	3,780	0.0868
341	3,780	0.0868
342	3,780	0.0868
343	3,783	0.0869
344	3,780	0.0868
345	3,780	0.0868
346	3,780	0.0868
347	3,780	0.0868
348	4,311	0.0990
369	4,252	0.0976
370	4,263	0.0979
371	4,263	0.0979
372	4,263	0.0979
373	4,263	0.0979

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"W	23.84'
L2	N30°00'00"W	16.74'
L3	N90°00'00"W	29.50'
L4	S00°55'12"W	8.62'
L5	N90°00'00"W	117.35'
L6	N90°00'00"E	29.49'
L7	N90°00'00"W	30.57'
L8	N90°00'00"E	117.78'
L9	S49°14'58"E	12.38'
L10	N90°00'00"E	30.28'
L11	N00°00'00"E	55.00'
L12	N00°00'00"E	55.00'
L13	N00°00'00"E	55.00'
L14	N90°00'00"W	35.62'
L15	N90°00'00"W	55.00'
L16	S00°00'00"E	45.38'
L17	N67°25'54"W	15.33'
L18	S58°38'12"E	21.12'
L19	S45°20'55"E	37.42'
L20	N45°03'03"E	17.24'
L21	S45°03'03"W	10.45'
L22	N44°56'57"W	17.29'
L23	S44°56'57"E	11.20'
L24	N60°00'00"E	20.00'
L25	S60°00'00"E	20.00'
L26	N67°33'13"W	55.00'
L27	N00°00'00"W	20.00'
L28	S30°00'00"E	20.00'
L29	N00°00'00"E	20.00'
L30	S30°00'00"E	20.00'
L31	N28°45'41"E	20.00'
L32	N87°32'30"W	20.00'
L33	N74°02'17"E	20.00'

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT AA	LANDSCAPE / OPEN SPACE / **PUE	2,045	0.0469
TRACT BB	LANDSCAPE / OPEN SPACE / **PUE	2,006	0.0460
TRACT CC	LANDSCAPE / OPEN SPACE / **PUE	1,756	0.0403
TRACT DD	LANDSCAPE / OPEN SPACE / RETENTION / AMENITY / **PUE	102,837	2.3608
TRACT GG	LANDSCAPE / OPEN SPACE / **PUE	2,006	0.0460
TRACT J	LANDSCAPE / OPEN SPACE / **PUE	2,246	0.0516
TRACT P	LANDSCAPE / OPEN SPACE / **PUE	2,717	0.0624
TRACT R	LANDSCAPE / OPEN SPACE / **PUE	2,246	0.0516
TRACT S	LANDSCAPE / OPEN SPACE / **PUE	2,334	0.0536
TRACT T	LANDSCAPE / OPEN SPACE / **PUE	2,246	0.0516
TRACT U	LANDSCAPE / OPEN SPACE / **PUE	2,334	0.0536
TRACT V	LANDSCAPE / OPEN SPACE / RETENTION / ENTRY MONUMENT / **PUE	89,594	2.0568
TRACT W	LANDSCAPE / OPEN SPACE / RETENTION / ENTRY MONUMENT / **PUE	52,634	1.2083
TRACT X	LANDSCAPE / OPEN SPACE / **PUE	2,045	0.0469
TRACT Y	LANDSCAPE / OPEN SPACE / **PUE	2,045	0.0470
TRACT Z	LANDSCAPE / OPEN SPACE / FIRE ACCESS EASEMENT / **PUE	16,151	0.3708

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

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C2	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C3	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C4	5.57'	20.00'	15°57'43"	5.55'	N07°58'52"W
C5	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C6	20.94'	20.00'	60°00'00"	20.00'	S60°00'00"E
C7	86.39'	55.00'	90°00'00"	77.78'	S45°00'00"E
C8	86.39'	55.00'	90°00'00"	77.78'	S45°00'00"W
C9	20.94'	20.00'	60°00'00"	20.00'	S60°00'00"W
C10	17.57'	55.00'	18°18'15"	17.50'	S31°35'54"W
C11	10.47'	20.00'	30°00'00"	10.35'	N75°00'00"W
C12	10.47'	20.00'	30°00'00"	10.35'	N75°00'00"E
C13	10.47'	20.00'	30°00'00"	10.35'	N75°00'00"W
C14	10.47'	20.00'	30°00'00"	10.35'	N75°00'00"E
C15	21.38'	20.00'	61°14'19"	20.37'	N30°37'10"W
C16	30.56'	20.00'	87°32'30"	27.67'	S46°13'45"W
C17	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C18	54.98'	35.00'	90°00'00"	49.50'	N45°00'00"W
C19	54.98'	35.00'	90°00'00"	49.50'	N45°00'00"E
C20	86.30'	55.00'	89°53'54"	77.71'	S45°03'03"W
C21	32.41'	20.00'	92°51'16"	28.98'	S46°31'44"W
C22	86.39'	55.00'	90°00'00"	77.78'	N45°00'00"W
C23	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C24	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C25	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C26	31.45'	20.00'	90°06'06"	28.31'	S44°56'57"E
C27	86.49'	55.00'	90°06'06"	77.85'	S44°56'57"E
C28	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C29	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C30	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C31	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C32	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C33	86.39'	55.00'	90°00'00"	77.78'	S45°00'00"W
C34	86.39'	55.00'	90°00'00"	77.78'	S45°00'00"W
C35	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C36	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C37	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C38	86.39'	55.00'	90°00'00"	77.78'	S45°00'00"W
C39	86.39'	55.00'	90°00'00"	77.78'	N45°00'00"W
C40	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C41	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C42	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C43	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C44	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C45	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C46	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C47	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C48	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"W
C49	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"W
C50	31.42'	20.00'	90°00'00"	28.28'	N45°00'00"E
C51	86.39'	55.00'	90°00'00"	77.78'	N45°00'00"E
C52	31.42'	20.00'	90°00'00"	28.28'	S45°00'00"E
C53	20.76'	20.00'	59°27'43"	19.84'	N29°43'52"E

1130 N. Alma School Rd. Suite 120
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Project: FULTON HOMES AT PRASADA - PHASE 1B
SURPRISE, ARIZONA
FINAL PLAT

Revisions:
ORIGINAL SUBMITTAL - 7-1-2021
SECOND SUBMITTAL - 11-30-2021
THIRD SUBMITTAL - 12-28-2021
FINAL SUBMITTAL - 1-14-2022

Drawn by: LFT
Reviewed by: RAJ

57490
ROBERT A. JOHNSTON
REGISTERED LAND SURVEYOR

Job No.
19-0751

TABLES

Sheet No.
7
of 7

FS21-548

Apr 28, 2022 - 4:34pm - S:\Projects\2019\19-0751\Legal Survey\Dwgs\19-0751 Final Plat Ph 1B.dwg - tblake

FULTON HOMES PRASADA PHASE 1B

Surprise, Arizona

A PORTION OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

LANDSCAPE CONSTRUCTION DOCUMENTS

SUBMITTED: August 20, 2021
December 10, 2021
April 14, 2022

VICINITY MAP

PROJECT TEAM

DEVELOPER:
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9140 S. Kyrene Road, Suite 202
Tempe, AZ 85284
(480) 753-6789
Contact: Norm Nicholls
nnicholls@fultonhomes.com

LANDSCAPE ARCHITECT:
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1130 N. Alma School Rd, Suite 120
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(480) 503-2250
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aliza.sabin@epsgroupinc.com

CIVIL ENGINEER:
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1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
(480) 503-2250
Contact: Brian Nicholls, PE
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1420 S Greenfield Rd #103
Gilbert, Arizona 85234
(480) 481-0682
Contact: Gaylon Coates
gaylon@coatesirrigation.com

STRUCTURAL ENGINEER:
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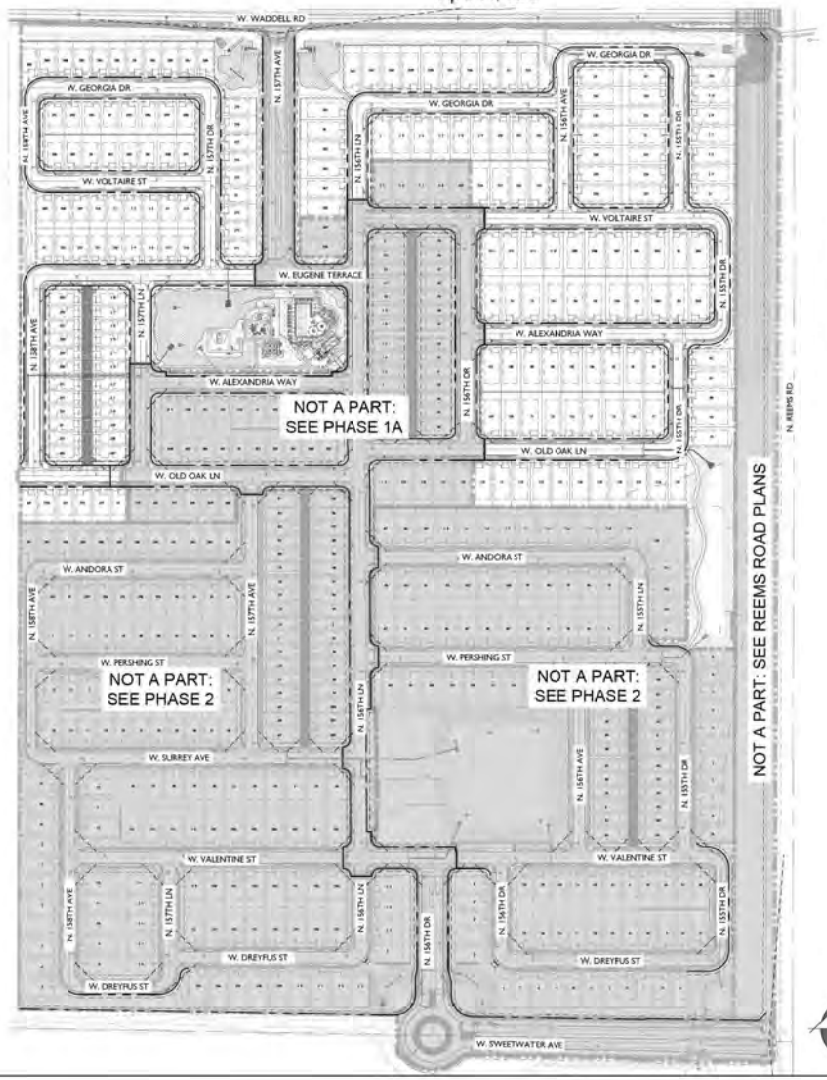
21410 N. 19th Avenue, Suite 155
Phoenix, Arizona 85207
(623) 565-5970
Contact: Mike Willis, PE
mikew@willisengineeringinc.com

ELECTRICAL ENGINEER:
WRIGHT ENGINEERING CORP.
165 E. Chilton Drive
Chandler, Arizona 85225
(480) 503-2250
Contact: Adam Bowers, PE
abowers@wrightengineering.us



SHEET INDEX

SHEET	SHEET TITLE	SHEET NO.
L-CS	Cover Sheet	1
L-0.01 - L-0.02	General Notes & Legends	2 - 3
L-0.03	Landscape Specifications	4
L-1.01	Sheet Layout Key	5
L-2.00	Wall Master Plan	6
L-2.01 - L-2.04	Hardscape Plan	7 - 10
L-2.05 - L-2.07	Hardscape Enlargements	11 - 13
L-3.01 - L-3.07	Material Details	14 - 20
L-3.08 - L-3.09	Ramada	21 - 22
L-3.10	Sport Courts	23
L-3.11 - L-3.13	Site Furnishing	24 - 26
L-3.14	Mailbox Plan	27
L-4.01 - L-4.10	Planting Plans	28 - 37
L-5.01	Planting Details	38
L-6.00	Master Irrigation Plan	39
L-7.01 - L-7.10	Irrigation Plan	40 - 49
L-8.01 - L-8.02	Irrigation Details	50 - 51
L-8.03	Booster Pump Sheet	52
L-9.01	Irrigation Specification	53

WATER RESOURCE MANAGEMENT
IRRIGATION WATER DEMAND CALCULATIONS (PHASE 1B)

TURF (1.34 AC / 16.14%)
PEAK SEASON DEMAND:
27 GPM (GALLONS PER M NUTE)
10,775 GPD (GALLONS PER DAY)

DECCMPOSED GRAN TE AREAS (TREES & SHRUBS) (6.96 AC / 83.86%)
PEAK SEASON DEMAND:
36 GPM (GALLONS PER M NUTE)
19,588 GPD (GALLONS PER DAY)

TOTAL IRRIGATION WATER DEMAND (TURF, TREES, SHRUBS) (8.33 AC)
PEAK SEASON DEMAND:
63 GPM (GALLONS PER M NUTE) MAX MUM
30,363 GPD (GALLONS PER DAY)

ANNUAL TOTAL DEMAND:
6,334,543 GALLONS

LANDSCAPE CALCULATIONS:

GROSS AREA:	40.32 AC
PROV DED LANDSCAPE SPACE:	8.33 AC (20.66%)

NORTH

0' 75' 150' 300
SCALE: 1" = 150'

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W W W . E P S G R O U P I N C . C O M

Project: Fulton Homes Prasada Phase 1B
Surprise, Arizona

Cover Sheet

Revisions:
1ST CD SUBMITTAL - 8/20/2021
2ND CD SUBMITTAL - 12/10/2021
3RD CD SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No. 19-0751
CONSTRUCTION DOCUMENTATION

Sheet No. L-CS of 53

19-0751

SITEWORK GENERAL NOTES: LAYOUT AND GRADING

1. The Contractor sha be respons b e for coord nat ng a concurrent work by other trades. S eeves have been prov ded at key ocat ons under roadway and dr ve aprons from prev ous work. Most s eeves can be found by ocat ng rebar or an "S" stamped nto concrete curb at each ocat on. See Irr gat on P ans for more nformat on.
2. Ver fy a cond t ons at ob s te and not fy Landscape Arch tect of d mens ona errors, om ss ons or d screpanc es before beg nn ng any work. Ver fy ex st ng e evat ons.
3. Contractor to obta n necessary perm ts pr or to construct on.
4. Al work sha conform to the approp ate agenc es. Contractor sha ver fy ocat on of a ex st ng underground ut t es, nes and structures pr or to excavat on or trench ng. Damage sha be repa red by the Contractor at no cost to the Owner. The Landscape Arch tect does not assume any respons b ty for the ut t es or structures not shown on the draw ngs. Contractor to ver fy the exact ocat on of ut t es pr or to construct on (Ca Before You D g 602-263-1100). Contractor sha use extreme cast on when working over or near the ex st ng gas ma n, water nes and e ectr ca nes.
5. Al ayout d mens ons are from p an v ew ca cu at ons. Actua fie d d mens ons may vary from p an due to actua engths a ong a s oped surface. Hor zonta ayout and d mens on ng are from face of bu d ng un ess otherw se noted.
6. If there s a conf ct w th ayout n the fie d, not fy Landscape Arch tect pr or to nsta at on.
7. Draw ng symbo s: A system of d agrammat c symbo s and notat ons are used n these draw ngs. Rev ew notat ons carefu y, not fy Landscape Arch tect and request c ar fica on on any unc ear notat on or d screpancy pr or to commenc ng work.
8. Ex st ng and proposed grades are based on f e d observat ons. Ver fy a grade e evat ons n fie d pr or to construct on.
9. Al f nished grades are to meet and b end smooth y w th ex st ng grades at the pro ect m t.
10. Work performed w thout Landscape Arch tect's approva and/or n comp ance w th construct on documents s sub ect to remova at Contractor's expense.
11. The Landscape Arch tect s not respons b e for the construct on means, methods, techn ques, sequences or for safety precaut ons or problems ut zed n connect on w th the work, and w not be respons b e for the Contractor's fa ure to carry out the work n accordance w th the Contract Documents.
12. Contractor to ver fy a quant t es. In case of any d screpanc es, graph ca y shown mater a quant t es sha take precedence.
13. Condt ons beyond the property ne and contract m ts are shown for reference on y and are not part of th s Landscape Construct on Documentat on set.
14. The Contractor sha take a precaut onary measures necessary to protect ex st ng mprovements from damage and a such mprovements and structures damaged by the Contractor's operat ons sha be repa red or reconstructed sat sfactory to the Landscape Arch tect at the Contractor's expense.
15. Spec a cons do not has been g ven to the des gn and ntended re at onsh p between bu d ng s tework, and c rcu at on systems.
16. The Contractor sha prov de pos t ve dra nage flow away from a bu d ngs toward dra n ets, retent on bas ns, p ant ng/lawn areas or the street.
17. The draw ngs represent the f n shed work. Al brac ng, temporary supports, shoring, etc. s the so e respons bi ty of the Contractor. Observat on v s ts to the ob s te by the Landscape Arch tect do not nc ude nspect on of construct on methods and safety cond t ons at the ob s te. These v s ts sha not be construed as cont nuous and deta ed nspect ons.
18. D mens ons marked 'ver fy' are to be f e d measured. Any d screpancy from the noted d mens on s to be brought to the attent on of the Landscape Arch tect pr or to further work.

LANDSCAPE PLANTING NOTES:

1. Ver fy a cond t ons at the ob s te and not fy the Landscape Arch tect mmed ate y of any d mens ona errors, om ss ons or d screpanc es pr or to any construct on tak ng p ace.
2. Prov de match ng s zes and forms for each tree to be nsta ed.
3. P ant mater a to be hea thy spec mens, free from d sease or damage.
4. Contractor to verfy a quant t es. In case of any d screpanc es, graph ca y shown p ant and rr gat on quant t es sha take precedence.
5. Stake a tree ocat ons based upon these p ans. Obta n Landscape Arch tect's approva of staked ocat ons prior to p ant ng.
6. Al mater a s sha conform to the gu de nes estab shed by the current American Standards for Nursery Stock, pub shed by the American Assoc at on of Nurserymen.
7. Al p ants sha be boxed, ba ed and wrapped or conta ner grown. A root wrapp ng mater a made of synthet cs or p ast cs sha be ent re y removed at t me of p ant ng.
8. Al p ant mater a sha be se ected at nurseries that carry spec f ed plants. There sha not be any subst tut ons of p ant mater a from other non spec f ed p ants or nurseries. P ant mater a s sub ect to rev ew and approva by Landscape Arch tect before nsta at on.
9. Not fy Landscape Arch tect 48 hours pr or to de very of p ant mater a to coord nate acceptance and approva .
10. Al p ants sha be iet p umb un ess otherw se noted.
11. Al p ant spec es sha conform to the Landscape Construct on Documents. There w be no p ant substt ut ons, type, or quant ty dev at ons from the approved andscape p ans w thout pr or approva from the Landscape Arch tect & C ty of Surpr se.
Al r p-rap nsta ed n dra nage areas to be nsta ed n such a manner that e m nates the poss b ty of vo ds that a ow wasps to bu d nests.
12. Wa s nformat on n th s andscape p an programs wa ayout and aesthet c deta s that nc ude (but are not m ted to) mater a , co or, texture, and he ghts. These andscape p ans act as part of the wa perm tt ng subm tta wh ch must a so nc ude structura p ans, deta s, d agrams and ca cu at ons prepared and sea ed by a reg stered structura eng neer censed n the State of Ar zona.
13. S ght d stance easements sha be kept c ear of andscap ng or other v s b ty obstruct ons w th a he ght greater than 2" - 6". Trees w th n these easements sha have a canopy trimmed and ma nta ned to a he ght of 7' - 0" upon nsta at on.
14. Subm t as-bu t rr gat on draw ngs to owner's representat ve to reflect changes from or g na draw ngs and spec f cat ons.
15. Subm t an operat on & ma ntenance manua to the owner's representat ve at pro ect comp et on to nc ude: cata og & parts sheets on a mater a & equ pment nsta ed, nsta at on nstruct ons, supp ers names and contact nformat on comp ete operat ng ma ntenance on a ma or equ pment.
16. Ma nta n a m n mum of 5'-0" c earance around fire hydrants.
17. Al trees, shrubs and cactus hav ng s gn f cant sp nes or thorns sha be p aced at east ten feet from a pub c s dewa k, pr vate pathways and gather ng spaces au to not harm pedestr ans.
18. Any r p-rap nsta ed n dra nage areas to be nsta ed n such a manner that e m nates the poss b ty of vo ds that a ow wasps to bu d nests.
19. Al rr gat on p pe sha be p rp e.

CITY OF SURPRISE NOTES:

1. Al construct on must conform to Mar copa Assoc at on of Government (MAG) spec f cat on and deta s and atest rev s ons un ess otherw se stated or p ans.
2. The eng neer w not be respons b e for construct on means, methods, techn ques, sequences, or procedures or for safety precaut ons or programs ut zed n connect on w th the work, and they w not be respons ble for the contractor's fa ure to carry out the work n accordance w th the contract documents.
3. The contractor sha be respons b e for dent fy ng a overhead and underground ut ty ocat ons where construct on occurs. Spec a care sha be taken to ensure that a ut t es avo ded. Ut ty ocat ons shown on the p ans are approx mate and not for construct on purposes. Any damage to ex st ng ut t es sha be repa red and or rep aced at the contractor's expense. The contractor sha comp y w th a current Ar zona underground fac t es aws (Ar zona Rev sed Statutes T t e 40, Chapter 2, Art c e 6.3, Sect on 40-360.21-32) Ca Ar zona 811 for f e d ocat on by d a ng 811.
4. The C ty of Surpr se eng neer ng serv ces of Publ c Works sha be not fied forty-e ght (48) hours prior to commencement of any construct on work at (623) - 222-6150.
5. The eng neer and app cab e agency must approve, pr or to construct on, any a terat on or var ance from these p ans. Any var at on from these p ans sha be proposed and resubm tted for rev ew and approva .
6. The contractor sha protect and ma nta n a ex st ng ut t es on the s te, any damage to ex st ng ut t es, whether shown or not on the draw ng, sha be repa red/rep aced at the contractor's expense. Ex st ng surface features and fenc ng sha be replaced n k nd.
7. Any nspect on by the c ty, county, or the eng neer, sha not n any way re eve the contractor from any ob gat on to perform the work n str ct compl ance w th the appl cab e codes and agency requ rements.
8. The contractor s to ocate a ex st ng andscap ng, andscap ng rr gat on nes, property monuments, fenc ng or surface features pr or to construct on. Anyth ng d sturbed dur ng construct on sha be rep aced n k nd at the contractor's expense.
9. Noth ng conta ned n the contract documents sha create, nor sha be constructed to create, any contractua re at onsh p between the eng neer and the contractor or any subcontractor.
10. Al construct on water used w th n the C ty of Surpr se Water Serv ce Area requ res approva by the C ty of Surpr se Pub c Works Department and may be sub ect to vo ume and t me restr ct ons. P ease see the C ty of Surpr se Construct on Water Gu de nes for add t ona nformat on. The gu de nes can be obta ned from the Pub c Works Department at (623)-222-6000.
11. Traffic contro sha be ma nta ned n accordance w th MAG spec f cat on 401. The manua on un form traff c contro dev ces, and the "temporary work zone traff c management po cy" (atest ed t on).
12. Pr or to f na approva and acceptance of the work, the deve oper/contractor w be requ red to c ean and repa r ad acent (off-pro ect) roadways used or damaged dur ng the course of construct on.
13. Emergency veh c e access (E.V.A.) must be prov ded by the deve oper/contractor at a t mes. S gnage sha be posted at the po nt of entry to the s te and at a ocat ons where a change n d rect on occurs.
14. The p ans sha comp y w th the Amer cans w th D sab t es Act's Access b ty Gu de nes, as pub shed n the federa reg ster on September 15, 2010.
15. Root barr er per C ty of Surpr se EDS 8-14 s requ red for any tree ocated w th n three (3) feet of any s dewa k, curb, pavement or wa .
16. Fre access vert ca c earance of 15 feet from fin shed grade to the owest po nt of the tree canopy sha be ma ntained from curb to curb.
17. S ght d stance requ rements on Arter a s and Co ectors w adhere to Surpr se Deta s 4-01. S ght v s b ty w th n the unobstructed v ew easement area and n front of stop s gns must meet or exceed requ rements n Surpr se Deta s 4-01 and 4-02. Trees, shrubs, and other andscaping are perm tted w th n the s ght v s b ty tr ang e prov ded mbs, eaves, need es or other fo age are kept be ow 36 nches or above 84 nches, per Surpr se EDS Deta 4-01.
18. The Landscape and Irrigat on des gn w comp y w th C ty of Surpr se EDS per Chapter 8.

MAINTENANCE NOTE:

1. A andscape areas and mater a s sha be ma nta ned n a hea thy, neat, c ean, and weed-free cond t on. Th s sho be the respons b ty of the Homeowners Assoc at on.

SITE ABBREVIATIONS:

ARCH	ARCHITECT
BC	BOTTOM OF CURB
BW	BOTTOM OF WALL
CL	CENTER LINE
CIP	CAST IN PLACE
CONC	CONCRETE
DIA	DIAMETER
DWG	DRAWING
EA	EACH
ESP	ESPALIER
FFE	FINISH FLOOR ELEVATIO
FG	FINISH GRADE
GAL	GALLON
HC	HANDICAP
HP	HIGH POINT
IRRIG	IRRIGATION
LF	LINEAR FOOT
LP	LOW POINT
MAX	MAXIMUM
MIN	MINIMUM
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OAE	OR APPROVED EQUAL
OC	ON CENTER
OS	OFF-SITE
PL	PROPERTY LINE
QTY	QUANTITY
R	RADIUS
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
SDL	SIGHT DISTANCE LINE
SF	SQUARE FEET
SPE	SIDEWALK AND
STD	STANDARD
SVT	SIGHT VISIBILITY TRIANGLE
TC	TOP OF CURB
TW	TOP OF WALL
TYP	TYPICAL
W/	WITH
W/O	WITHOUT
'	FOOT (FEET)
"	INCH (INCHES)

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Project: Fulton Homes Prasada Phase 1B
Surprise, Arizona

General Notes & Legends

Revisions:
1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 11/1/2021
3RD CO SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

Job No. 19-0751
CONSTRUCTION DOCUMENTATION

Sheet No. L-0.01
1 of 53

19-0751

SITE FURNISHINGS SHEDULE

ID	ITEM	MANUFACTURER	MODEL	COLOR / FINISH	COMMENTS	CONTACT	QTY
PT	PICNIC TABLE	WABASH VALLEY www.wabashvalley.com	DS101T	FRAME, SEAT & TABLE: DARK BRONZE	SURFACE MOUNT W/ PLATE COVERS, COLOR DARK BRONZE	ANDREW ROSS (480) 892-2266 andrew@davidbang.com	14
LB	LANDSCAPE BENCH	WEBCOAT www.webcoat.com	BWBCLASSIC WING-LINESM-POLY	FRAME: PATRICIAN BRONZE SEAT: CLAY TEXTURED POLYETHYLENE	SURFACE MOUNT W/ PLATE COVERS, COLOR MATCH FRAME COLOR	LINDSAY NOLAN (480) 788-3177 lindsay@arizonarec.com	56
TR	TRASH RECEPTACLE	WEBCOAT www.webcoat.com	TR32CLASSIC	LID: PATRICIAN BRONZE BASE: CLAY	30"H x 24"W; DOME LID IN-GROUND MOUNT SURFACE MOUNT	LINDSAY NOLAN (480) 788-3177 lindsay@arizonarec.com	9 3
BR	BIKE RACK	WEBCOAT www.webcoat.com	MSBR4	PATRICIAN BRONZE	IN-GROUND MOUNT. COLOR PATRICIAN BRONZE. FOUR LOOP.	LINDSAY NOLAN (480) 788-3177 lindsay@arizonarec.com	5
BG	BARBECUE GRILL	WABASH VALLEY www.wabashvalley.com	GR105N	BLACK	IN-GROUND MOUNT	ANDREW ROSS (480) 892-2266 andrew@davidbang.com	8
PW	PET WASTE STATION	ZERO WASTE USA www.zerowasteusa.com	JJB004	GREEN IN-GROUND MOUNT	INSTALL PER MANUFACTURER'S SPECIFICATIONS		3
RA	RAMADA (30' x 30')	CLASSIC RECREATION SYSTEMS INC. www.shadesun.com	MESA	POST COLOR: RAL 6019 ROOF COLOR: PATRICIAN BRONZE	STANDING SEAM STEEL ROOF. INSTALL PER MANUFACTURER'S SPECIFICATIONS SEE DETAILS ON SHEET L-3.0X	KEVIN SOLOMON (480) 323-0337 kevin@exerplay.com	2
PRA	RAMADA (10' x 40') (POOL)	CLASSIC RECREATION SYSTEMS INC. www.shadesun.com	MESA	POST COLOR: RAL 6019 ROOF COLOR: PATRICIAN BRONZE	STANDING SEAM STEEL ROOF. INSTALL PER MANUFACTURER'S SPECIFICATIONS SEE DETAILS ON SHEET L-3.09	KEVIN SOLOMON (480) 323-0337 kevin@exerplay.com	1
PS	PLAY STRUCTURE	LANDSCAPE STRUCTURES www.playls.com	172815C	COLOR: PALETTE A.O.	INSTALL PER MANUFACTURER'S SPECIFICATIONS. SEE DETAILS ON SHEET L-3.11/1	KEVIN SOLOMON (480) 323-0337 kevin@exerplay.com	1
SS	TOT LOT SHADE STRUCTURE	TENSHON www.tenshon.com	CUSTOM	SHADE SAIL COLOR: CHAKI POST COLOR: MOSS GREEN RAL 6005	INSTALL PER MANUFACTURER'S SPECIFICATIONS. SEE DETAILS ON SHEET L-3.12/1	MATTHEW DICKERSON (480) 663-3166 matthew@tenshon.com	1
UM	POOL UMBRELLA SHADE	TENSHON www.tenshon.com	UM-1414	SHADE SAIL COLOR: CHAKI POST COLOR: ACCESSIBLE BEIGE (W7036 BY SHERWIN WILLIAMS	INSTALL PER MANUFACTURER'S SPECIFICATIONS. SEE DETAILS ON SHEET L-3.12/2	MATTHEW DICKERSON (480) 663-3166 matthew@tenshon.com	5
PSS	POOL SHADE STRUCTURE	TENSHON www.tenshon.com	CUSTOM	SHADE SAIL COLOR: CHAKI POST COLOR: ACCESSIBLE BEIGE (W7036 BY SHERWIN WILLIAMS	INSTALL PER MANUFACTURER'S SPECIFICATIONS. SEE DETAILS ON SHEET L-3.12/2	MATTHEW DICKERSON (480) 663-3166 matthew@tenshon.com	1

NOTE:
FURNISHINGS MAY BE SUBSTITUTED WITH AN APPROVED ALTERNATIVE PRODUCT OF EQUAL QUALITY. SUBMIT SAMPLE TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO CONSTRUCTION.

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A	COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR B	COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
COLOR C	SONORA CAP, COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR D (STEEL)	POWDER COATED, COLOR: RAL 1019 GREY BEIGE OAE
COLOR E	CONCRETE BASE, COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
CONCRETE CAP	COLOR: NUSS BROWN BY MESA PRECAST OAE
STONE VENEER	MINNESOTA FIELDSTONE, COLOR 'CHABLIS' BY CORONADO STONE OAE

GENERAL NOTES:
1. SUBMIT SAMPLES TO LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR APPROVAL.

WALL LEGEND

SYMBOL	ITEM	QTY
	PRIMARY COLUMN	12 EA
	SECONDARY COLUMN	41 EA
	GARDEN WALL COLUMN	13 EA
	RAIL FENCE WALL COLUMN	3 EA
	PRIMARY THEME WALL	3,071 LF
	SECONDARY THEME WALL	3,522 LF
	TERTIARY WALL	146 LF
	BUILDER WALL	828 LF
	GARDEN WALL	198 LF
	RAIL FENCE	904 LF
	POOL FENCE	420 LF
	RAIL FENCE WALL	341 LF

MATERIALS LEGEND

SYMBOL	ITEM	SIZE	QTY
	Decomposed Gran te "Apache Brown" OAE Stab zed Decomposed Gran te "Apache Brown" OAE	3/4" Screened 2" Depth, M n. 1/4" M nus 4" Compacted Depth	284,009 SF 5,193 SF
	Standard Concrete Pav ng		6,011 SF
	Decorative Concrete Paving Integral Color	Salt Rock Finish Davis Sequoia Sand 641	2,682 SF
	Decorative Pavers Dublin Cobble - 3 Piece Blend	6cm Thick, Color: Sierra Blend by Belgard. Running bond as boarder, Pattern D	2,501 SF
	Vehicular Alley Paver Cambridge Cobble - 3 Piece Blend	8 cm Thick, Color: Desert Blend by Belgard. Running bond as boarder	8,572 SF
	Eng neered Wood F ber		4,355 SF
	R p Rap "Apache Brown" OAE	3" - 6"	680 SF
	Landscape Mow Str p (Extruded)	6" x 6"	4,376 LF
	Roo Deck	T e Under Poo Ramada (by Owner)	

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0	**PAVEMENTS**	
1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	COMPACT DECOMPOSED GRANITE	L-3.01/2
1.3	STANDARD CONCRETE PAVING	L-3.01/4
1.4	CONCRETE HEADER (EXTRUDED)	L-3.01/3
1.5	DECORATIVE CONCRETE PAVING	L-3.01/4
1.6	RIPRAP	L-3.05/2
1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.05/4
2.0	**WALLS / EMBANKMENTS**	
2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	TERTIARY WALL	L-3.03/1
2.6	GARDEN WALL	L-3.02/5
2.7	RAIL FENCE	L-3.02/6
2.8	GARDEN WALL COLUMN	L-3.03/2
2.9	BUILDER WALL	L-3.03/3
2.10	ENTRY MONUMENT	L-3.07
2.11	TYPICAL COLUMN SETBACK	L-2.00
2.12	RETAINING WALL	L-3.05/1
2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
2.14	POOL FENCE	L-3.04/2
2.15	POOL GATE	L-3.04/3
2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2
3.0	**MISCELLANEOUS ELEMENTS**	
3.1	MAILBOX	L-3.14
3.2	30' x 30' RAMADA	L-3.08
3.3	LANDSCAPE BENCH	L-3.11/2
3.4	PICNIC TABLE	L-3.11/1
3.5	TRASH RECEPTACLE	L-3.11/3
3.6	BIKE RACK	L-3.11/4
3.7	BARBEQUE GRILL	L-3.11/5
3.8	PET WASTE STATION	L-3.11/6
3.9	POOL RAMADA	L-3.09
3.10	HALF BASKETBALL COURT	L-3.13
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
TREES				
	Acacia aneura	Mulga	24" Box	11
	Pistacia X 'Red Push'	Red Push Pistache	24" Box	69
	Quercus virginiana	Live Oak	24" Box	98
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box	77
SHRUBS/ACCENTS	**SCIENTIFIC NAME**	**COMMON NAME**	**SIZE**	**QTY**
	Callistemon viminalis 'Little John'	Little John	5 Gal	67
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal	25
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal	64
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal	16
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal	19
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal	12
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal	27
	Muhlenbergia emersleyi 'El Toro'	Bull Grass	5 Gal	42
	Senna nemophila	Desert Cassia	5 Gal	6
GROUNDCOVERS	**COMMON NAME**	**SIZE**	**QTY**	
	Convolvulus cneorum	Bush Morning Glory	1 Gal	37
	Lantana montevidensis	Trailing 'Purple Lantana	1 Gal	47
	Lantana x 'New Gold'	New Gold Lantana	1 Gal	170
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal	110
MATERIALS				**QTY**
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.		24,033 SF

NOTES:
1. Dashed tree & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box	33 5
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box	1
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box	8
	Phoenix dactylifera	Date Palm	20' Matched	15
	Pistacia X 'Red Push'	Red Push Pistache	24" Box 36" Box	51 20
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box	6
	Quercus virginiana	Live Oak	24" Box 36" Box	52 1
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box 36" Box	162 6
SHRUBS/ACCENTS		**COMMON NAME**	**SIZE**	**QTY**
	Agave americana	Century Plant	5 Gal	15
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal	152
	Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal	27
	Calliandra eriophylla	Pink Fairy Duster	5 Gal	45
	Callistemon viminalis 'Little John'	Little John	5 Gal	485
	Dasylirion wheeleri	Desert Spoon	5 Gal	89
	Encelia farinosa	Brittlebush	5 Gal	39
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal	70
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal	112
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal	9
	Gossypium harknessii	San Marcos H biscus	5 Gal	155
	Hesperaloe funifera	Giant Hesperaloe	5 Gal	130
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal	278
	Justicia spicigera	Mexican Honeysuckle	5 Gal	84
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal	78
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal	222
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal	85
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal	327
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal	368
	Muhlenbergia rigens	Deer Grass	5 Gal	74
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal	69
	Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal	18
	Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal	20
	Ruellia brittoniana	Purple Ruellia	5 Gal	113
	Russelia equisetiformis	Coral Fountain	5 Gal	94
	Ruellia peninsularis	Desert Ruellia	5 Gal	153
	Senna artemisioides	Feathery Cassia	5 Gal	54
	Senna nemophila	Desert Cassia	5 Gal	38
	Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal	21
	Tecoma stans 'Gold Star'	Yellow Bells	5 Gal	9
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal	69
GROUNDCOVERS	**COMMON NAME**	**SIZE**	**QTY**	
	Convolvulus cneorum	Bush Morning Glory	1 Gal	423
	Da ea cap tata 'Serra Go d'	S erra Go d Da ea	1 Gal	30
	Dalea greggii	Trailing Indigo Bush	5 Gal	59
	Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal	178
	Lantana montevidensis	Trailing Purple Lantana	1 Gal	223
	Lantana x 'New Gold'	New Gold Lantana	1 Gal	574
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal	533
	Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal	15
	Sphagneticola trilobata	Yellow Dot	1 Gal	23
TURF & INERT MATERIALS				**QTY**
	Cynodon dactylon 'Midiron'	'Midiron '	Sod	58,382 SF
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.		See Material Legend

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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Project:

General Notes & Legends

Revisions:

1ST CO SUBMITTAL - 8/20/2021
2ND CO SUBMITTAL - 09/13/2021
3RD CO SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

45568
NIDA E. SMITH

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-0.02
2 of 53

19-0751

SECTION 32 93 00 - LANDSCAPE

PART 1 GENERAL

1.01 Work included

1. Landscape Fine Grading
2. Soil Preparation
3. Tree Supports and Headers
4. Planting
5. Watering
6. Maintenance

1.02 Definitions

Plants: shrubs and cacti other than trees, and turf.

Plant material: trees, shrubs, succulents, cacti, ground cover, and other plants.

1.03 Related Work

Contractor: minimum 5 years experience in supplying and installation of landscape materials.

1.04 Source Quality Control

Provide certificates of inspection for all materials as required by this specification and/or prevailing law or regulation.

Deve oper's Representative shall review plant material prior to planting. Any material deemed unacceptable shall be removed from the site and not planted.

Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, undamaged, vigorous stock grown under climatic conditions similar to conditions at project site and free of disease, insects, eggs, larvae and defects such as sun scald, knots, injuries, abrasions or disfigurements. Provide trees and shrubs of the sizes indicated. Trees and shrubs of sizes larger than those indicated may be used provided roots, root ball, staking and planting pits are increased proportionately.

1.05 Reference Standards

- Arizona Nursery Association plant standards for nursery stock
- ANSI Z60.1 American Standards for Nursery Stock, International Society of Arboriculture
- American Joint Committee on Horticultural Nomenclature

1.06 Samples

Submit samples to deve oper's representative a minimum of 2 weeks prior to start of work for the following materials:

1. Topsoil
2. Mulches
3. Tree supports
4. Inert Groundcovers (1 gallon)
5. Boulders
6. Steel Edging 8" samples length

The Deve oper's Representative reserves the right to take and analyze samples of materials for conformity to specification at any time. Furnish samples upon request by Deve oper's Representative.

1.07 Products

Submit to Deve oper's Representative a minimum of 2 weeks prior to start of work manufacturer's comprehensive product description, including specifications and installation instructions.

1.08 Certificates and Test Reports

Provide and pay for all material testing. Testing agency shall be acceptable to the Deve oper's Representative.

Submit to Deve oper's Representative a minimum of 2 weeks prior to start of work 2 copies of certificates of inspection as required by these specifications, jurisdictional authorities, and vendor's certificates as follows for soil amendments, fertilizer materials and chemicals. Submit other data substantiating that material complies with specified requirements. Certificates are required to determine the quality and quantity of all specified soil amendments.

Material certification to be submitted including, but are not limited to:

- Topsoil source and nutrient analysis
- Mulch
- Fertilizers/soil amendments/chemicals

Test representative material samples proposed for use. Provide the following data:

- Topsoil and planting backfill
- Soil PH
- Particle size, percentage soil texture
- Percentage organic material
- Nutrient evaluation analysis
- All macro, secondary and micronutrients
- Salinity
- Percolation rate

Recommendations on type and quantity of amendments required to bring evaluations into acceptable ranges as detailed in part 2 products of material as of these specification.

Separate recommendations to be submitted for each crop. Crop to be identified as:

- Irrigated trees, shrubs, and groundcovers
- Turf or lawn

1.09 Maintenance Data

Submit to Deve oper's Representative 2 copies of written instructions, prior to expiration of the initial maintenance period, recommending procedures to be followed by the deve oper for the maintenance of landscape work for one full year.

1.10 Product Delivery, Storage and Handling

Deliver packaged materials in containers showing weights, analysis and identification of manufacturer. Protect material from environmental conditions and deterioration during delivery. Do not prune trees prior to delivery. Do not bend trees or shrubs in such a manner as to cause damage or destroy shape.

Deliver materials after preparations for planting have been completed. If planting is delayed for more than 8 hours after delivery, set plant material in shade, protect from weather and mechanical damage and keep roots moist.

Do not remove container grown stock from containers until planting time.

1.11 Site Conditions

Determine location of underground utilities. Use professional services to determine location. Execute work as required to prevent damage.

Maintain grade stakes set by others until directed otherwise.

Protection of existing plants to remain:

1. Do not store material or equipment, permitted burning, or operate or park equipment under the branch of any existing plant or plant material to remain except as acceptable required for construction in those areas.
2. Provide barricades, fences or other barriers as necessary at the drip line to protect existing plants to remain from damage during construction.
3. Notify Deve oper's Representative in any case where contractor feels grading or other construction could not be avoided for by contract documents may damage existing plants to remain.
4. If existing plants to remain are damaged during construction, contractor shall replace such plants of the same species and size as those damaged at no cost to Deve oper. Determination of extent of damage and value of damaged plants shall rest solely with the Deve oper's Representative.

1.12 Warranty

Submit warranty to Deve oper's Representative.

Trees, Saguaros, Yuccas, and Ocotillos

Warrant that trees, saguaros, yuccas and ocotillos will be alive and in good health for a period of one (1) year after acceptance except for defects resulting from negligence by deve oper or abuse by others.

Deve oper must follow contractor's maintenance schedule and provide current maintenance log to Deve oper's Representative.

Remove and replace dead, unhealthy or girdled trees, yuccas and ocotillos that lose organic form and size during warranty period with material equal to that specified. Replace any material which does not meet requirements within thirty days of notification. A replacement material shall be subject to an additional one year maintenance period.

Shrubs and Other Plantings

Guarantee all other plantings will be alive and in satisfactory condition for a period of 90 days from date of acceptance or will be replaced at no additional cost to the Deve oper.

A plant material shall be maintained in a healthy, sturdy condition during the warranty period by the contractor. Turf shall be mowed and trimmed weekly after root establishment.

A replacement plants, including shrubs, cacti, groundcovers, vines and perennials shall be subject to an additional 90 day maintenance period.

PART 2 PRODUCTS

2.01 Plant Materials

Provide dry, loose material for fill, backfill, planting backfill and topsoil for planter beds. Frozen or muddy soils are not acceptable. Soils are not to exceed 1500 ppm, and soil shall be free of debris, noxious weeds, rigid rents or objects detrimental to healthy plant growth.

Topsoil screened, fertile, friable, from weed and rabble and, free of noxious weeds, refuse, roots, heavy clay or any material toxic to plant growth; contents shall be as follows:

- Silt: 20-45%
- Clay: 15-20%
- Sand: 30-60%
- PH: 7.0-8.3
- Soluble Salts: 1,500 ppm
- Organic material (natural or otherwise): 2% minimum
- Nutrients enough to bring levels of acceptable plant growth.

Percolation rate shall be between 3 to 4 inches per hour. Existing topsoil may be used provided it meets these requirements. Imported topsoil must be proven to meet these requirements.

2.02 Commercial Grade Fertilizers

Agricultural grade fertilizers for surface grade gypsum, osmiscote, Sierra Biben, apply at mfg. recommended rate for each planting type.

2.03 Soil Amendments

Wood shavings: nitrogen stabilized friable pine shavings containing 0.75% total nitrogen and 0.1 to 0.15% total iron, and under 60 ppm total manganese; composted, leached and aged for a minimum of 10 to 12 months; ph factor, 4.0 to 4.5, No soil amendments are required for salvaged plant material and cactus unless otherwise specified.

2.04 Tree Supports

Tree stakes: copper napthenate impregnated edge pine 12 feet in length for trees 15 gallon to 36" box, 2 edge pines per tree, 3 pines for multi trunk trees. Tree stakes are not required for salvaged plant material or 48" box trees or larger, unless determined otherwise by Landscape Architect due to high wind conditions. Tree ties: provide a minimum of two per tree. 18" tree strap by stargate nursery (www.Starnursery.Com) or approved equal, beige, with grommets. No. 10 gauge pliable zinc coated iron wire to be threaded through grommets and connected to tree stakes. Wire will not make contact with tree.

2.05 Pesticides and Herbicides

Pre emergent herbicide shall be Surflan as manufactured by Dow/Elanco chemical company or equal.

Pesticides shall be ortho "Indane Borer and Leaf Miner Spray" by Ortho, Consumer Products Division, Chevron Chemical Company, San Francisco, CA 94119, or "Borer Killer", by Green Light Company, San Antonio, TX 78217. Contact herbicides shall be submitted by contractor to Deve oper's Representative.

Types of herbicides to be used and the methods of application will conform to Environmental Protection Agency, state and local requirements and label instructions.

2.06 Plant Material

Plant material shall be healthy, shapely and well rooted. Roots shall show no evidence of having been restricted or deformed at any time. Plants shall have normally developed branching. Plants shall be free from disfiguring knots, sunscald injuries and abrasions of bark. Plants not meeting these requirements shall be considered defective and shall be rejected immediately. Plants shall be true to name and shall be tagged, one of each variety. A plant material shall be grown in nurseries inspected by the State Department of Agriculture.

Specimen plant material shall be selected and tagged at the growers nursery prior to shipment.

Plants shall be measured when branches are in their normal position. Height and spread dimensions specified refer to main body of plant and not branch tip to tip. Caliper measurement shall be taken at a point on the trunk 6" above natural ground for trees up to 4" in caliper and at a point 12" above the natural ground for trees over 4" in caliper. If a range of sizes is given, no plant shall be less than the minimum size and not less than 40% of the plants shall be large as the max mum size specified. The measurements specified are the minimum size acceptable and are the measurements after pruning, where pruning is required. Plants that meet the measurements specified, but do not possess normal balance between height and spread shall be rejected.

Containered stock, when specified, shall have grown in the containers which shall be verified for at least 6 months, but not over 2 years. Samples must prove not to be rootbound conditions exist. No containered plants that have cracked or broken balls of earth when taken from container shall be planted except upon special approval by Deve oper's Representative.

Container stock shall not be pruned before delivery. Field grown plants recently transplanted into containers will not be accepted.

Sod shall be dense with the grass having been mowed at a height of 1" prior to removal from field. All grass shall be grown on furnished fields. Sod shall not be stacked for more than 24 hours between time of cutting and time of delivery.

2.07 Inert Groundcover

Inert groundcovers, including but not limited to, decomposed granite (DG), crushed rock, and river rock shall have a minimum 2" coverage depth, unless noted otherwise on plans. Inerts shall be the size and color as per plan, and shall be taken from a single quarry. DG shall be from a single source approved by the Deve oper's Representative. Screened DG shall be uniform, free of clay lumps, caliche, organic matter or debris, substances.

Boulders will be from a single source approved by the Deve oper's Representative. Surface Select Boulders to be free of broken areas, scars and scrapes. Boulders for seating shall have a flattened top.

2.08 Edging

Edging, including but not limited to, poly or steel product, shall be of the size (gauge and depth) specified on plans and drawings. Samples shall be submitted by contractor for approval.

PART 3 EXECUTION

3.01 General

Install all materials according with the methods, techniques and specifications of each manufacturer and these specifications.

Do not begin planting until completion of the site grading and installation of a fully functional underground irrigation system is in place.

The Contractor will, prior to the start of construction activities, define the limits boundaries of all areas designated as off-limits to the Contractor. Provide protective fencing for existing landscaped plants from construction activities as noted per drawings.

3.02 Backfill, Imported Fill or Artificial Soil and Gravel

Inspect the integrity of all damp proofing and water proofing membranes which will occur over, on or against any construction to be filled or partially enclosed by earthwork prior to the placement of any imported soil, backfill, gravel fill or sub base.

3.03 Topsoil

Import additional topsoil only as required to bring planting areas up to finish grade or per turf or planting bed requirements. Spread and cultivate soil so that no settling takes place at any time.

3.04 Landscape Fine Grading

Allow for the addition of soil amendments, conditioners and any specified top dressing when determining and executing finish grade.

Set finish grade 2 1/2 inches below adjacent paving, curb and headers to allow for decomposed granite, groundcover mulch or turf sod.

Complete all finish grading prior to commencing landscape operations. Surface drainage will be away from the building foundation and walls, and will ensure proper drainage of the site as indicated on the drawings. Grade all planting areas to a smooth, even and uniform plane with no abrupt changes to surface, and the areas drains as designed. Grade and maintain all flow lines, designated or not, to allow free flow of surface water. Cut water entrance area to a depth of 6 inches minimum and remove all rock in excess of 1 1/2 inches, including but not limited to, building construction materials, waste and any other material that may impair satisfactory growth.

Dispose of any unacceptable or excess soil or other materials at a legal offsite disposal area and pay all dumping fees and charges.

3.05 Inert Groundcovers

Apply inert groundcovers to a 2 inch minimum depth with 1/2 inch of the top of adjacent curb or shrub edging.

Exercise care when placing inert groundcover around plant materials so as not to choke, cover or damage plants. Inert groundcovers will be kept out of the crowns of the plants.

Areas of installation will be completed weed free before the placement of inert groundcover. Apply pre emergent according to manufacturer's recommendations before and after groundcover installation. Feather grade to provide a smooth transition to areas not receiving DG. After placing and grading DG, the Contractor will lightly water the grade to remove fine material from the surface.

3.06 Herbicide Application

Areas shall be maintained weed free at all times during construction. Do not apply pre emergent herbicides at locations of revegetation seeding. The contractor shall manually remove invasive weeds within these areas.

3.07 Tree Support

Only stake trees which are considered with nursery stakes. Remove nursery stakes and install adequate per specifications. Install tree supports as shown on the drawings within 48 hours of planting. Bracing stakes will be driven vertically into firm ground and outside the rootball. Tree supports shall be installed to prevent rubbing and girdling, yet allow for trunk movement. Tree ties that encircle trunks shall be large enough to allow for normal growth of the trunk during the first year without girdling.

3.08 Plant Placement

Layout plant locations with stakes or flags prior to planting. Coordinate with Deve oper's representative to assure appropriate location.

Place shrubs no closer than 20 inches from foundations, fences, walls and walks or as far as characther of growth demands, whichever is greater unless directed otherwise by the Deve oper's Representative.

Place trees no closer than 6 feet to foundations, fences, walls and walks unless directed otherwise by the Deve oper's Representative.

All plants which settle deeper than the surround ing grade will be rejected and must be raised to correct level.

Where rock, underground construction or other detrimental conditions are encountered at plant pits, Deve oper's Representative may select variance location.

3.09 Container Stock

Tender care shall be exercised in handling all plants during the planting operation. Lifting and handling plants by trunks, stems or tops will not be permitted. Any damaged plants will be rejected and removed from the site. Plants shall be set plumb and faced to give the best appearance and relationship to the adjacent plants for structures.

Plants will be set no deeper than the surround ing grade so they are even with the depth at which they were grown in nursery or container.

After removing plant from container, scarify sides of rootball to eliminate root bound condition. Do not plant stock if rootball is cracked or broken.

3.10 Boxed Trees

Branches and rootball must not be damaged.

Top of rootball will be one inch (1") above adjacent finished grade.

Add soil backfill under the tree if needed to bring rootball to proper height.

Plant pit will be backfilled with clean topsoil as box sides are progressively removed to minimize damage to the rootball and to prevent it from collapsing.

Backfill bottom of planting pit will be to prevent undue settling.

Water the trees at planting as needed until the permanent automatic irrigation system is installed and operating.

3.11 Backfilling

Backfill plant pits and form a temporary shallow basin around the plant to hold enough water to saturate the rootball and backfill. Water plants immediately after planting and allow backfill to settle in plant pit. Do not water locations soon after planting. Remove basins prior to installation of inert groundcovers or turf.

Treat all planting areas with a pre emergent with the exception of the revegetated seed areas.

3.12 Annuals

At time of transplanting, soil flats shall be sufficiently moist so as not to fall apart when lifting plants. Plant each plant with its proportionate amount of the flat soil in a manner that will ensure a minimum disturbance to the root structure.

Plant flat material sufficiently deep to cover all roots. Firmly tamp the earth around each plant to force out large air pockets.

3.13 Sod

Soil Preparation

Provide soil with an organic matter content of 25 percent to 30 percent, incorporated into soil by tilling the soil to a depth of 6 inches thoroughly remove debris, weeds and rocks from soil

Soil Amendments

Prior to planting, apply gypsum at a rate of 100 pounds per 1,000 square feet, phosphate at a rate of two pounds per 1,000 square feet and sulfur at five pounds per 1,000 square feet.

Sod Installation

Install sod along the straightest edge of turf area. Stagger joints in a brick like pattern. Avoid gaps and overlapping. Place sod diagonally across slopes, so that cannot slide, and so that it provides complete cover with no brown sections or cracks showing. Water sod at least every thirty minutes. After installation, water lightly and roll to embed roots with a sod roller.

3.14 Watering

Water all plants immediately after planting to avoid drying out, to the full depth, saturating the root ball of each plant hole repeatedly as often as necessary to keep the ground moist but not soaked, we be low the root system of the plants.

3.15 Clean Up

Keep all areas clean and orderly during and after execution of work.

3.16 Pruning

Prune shrubs and trees upon completion of the work, according to standard horticultural practices to preserve the natural character of the species and to repair or replace injured plants as directed. Limited pruning only to remove dead or injured twigs and branches and to compensate for loss of roots as a result of planting operations.

3.17 Maintenance Period

Upon substantial completion, as determined by the Deve oper's Representative, in accordance with the conditions of the contract, the contractor shall be notified in writing that the maintenance period is to begin.

Landscape contractor shall be responsible for maintenance of landscaped areas for a period of 90 days. Maintenance includes watering trees and grasses, monitoring and adjusting the irrigation system as necessary, mowing and trimming lawn areas, pruning and trimming, weed removal, and cultivating plant beds.

Landscape contractor shall be responsible for maintenance of the sprinkler irrigation system, including monitoring and adjusting the duration and frequency of the watering schedule, adjustment of heads for coverage and elevation, repair of leaks in both main and lateral lines, and any other work required to establish a complete working sprinkler irrigation system.

Landscape contractor shall be responsible for maintenance of new planting, including watering, cultivating, weed fig, mulching, re staking, tightening and repairing guys, reseting plants to proper grades and position, maintenance of temporary tree wells, and furnishing and supplying fertilizers, herbicides, and pesticides to maintain a thriving landscape.

Landscape contractor, in order to protect his guarantee, shall give typewritten to deve oper, a complete maintenance manual in the care, maintenance and fertilization of the landscape. Maintenance manual may include, but is not limited to the following: irrigation, fertilization, weed fig, pesticide and herbicide application, pruning, reseting unstable plants, mowing, repairing, adjusting or replacing stake and guying, repair damage caused by weather, wildlife and vandalism or other hazards, perform maintenance operations necessary to assure healthy plant growth.

Landscape contractor shall request, in writing, a final inspection at the completion of the maintenance period. If the deve oper's representative determines the work is satisfactory, the maintenance period will end on the date of the final inspection. If the maintenance is unsatisfactory, the maintenance period will be extended, at the contractor's expense, until such time as a correct one are made and the work is inspected and approved by the deve oper's representative. Retention will not be released until final inspections made and approval issued by the deve oper's representative.

3.18 Final Quality Control

Notify Deve oper's Representative of the requirement for inspections at least 48 hours in advance. Inspections are required, but not limited to, the following:

- Inspection and acceptance of plant material prior to shipping.
- At completion of rough grade prior to boulder placement.
- At completion of landscape finish grading and soil preparation, prior to planting.
- At layout of irrigation system, prior to installation of irrigation system.
- At installation of irrigation system, prior to backfilling trenches and planting.
- During installation of specimen trees, planting pit preparation, material.
- After staking, location for plant holes, but prior to planting.
- During the planting process.
- During the placement and planting of all fixtures
- At substantial completion of the work.
- During warranty period to observe maintenance procedures.
- At final completion of the work.

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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Landscape Specifications

Revisions:

1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 04/13/2022
3RD CO SUBMITTAL - 04/13/2022

Designed: AES
Drawn by: KZ

ARIZONA 811
Call at least two full working days before you begin excavation
Arizona Blue Stake, Inc. 1-800-STAKE-IT (1-800-782-5348)
Not a member? Contact the company directly.

ASLA
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CERTIFICATE OF MEMBERSHIP
ASLA 2006 Professional Member
ASLA 2006 Student Member
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ASLA 2006 Emeritus Member
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ASLA 2006 Life Member
ASLA 2006 Fellow Member
ASLA 2006 Honorary Fellow Member
ASLA 2006 Emeritus Fellow Member
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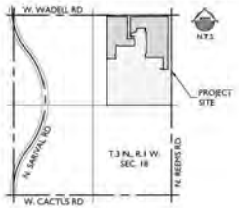
ASLA 2006 Honorary Life Member
ASLA 2006 Emeritus Life Member
ASLA 2006 Retired Life Member
ASLA 2006 Honorary Life Fellow Member
ASLA 2006 Emeritus Life Fellow Member
ASLA 2006 Retired

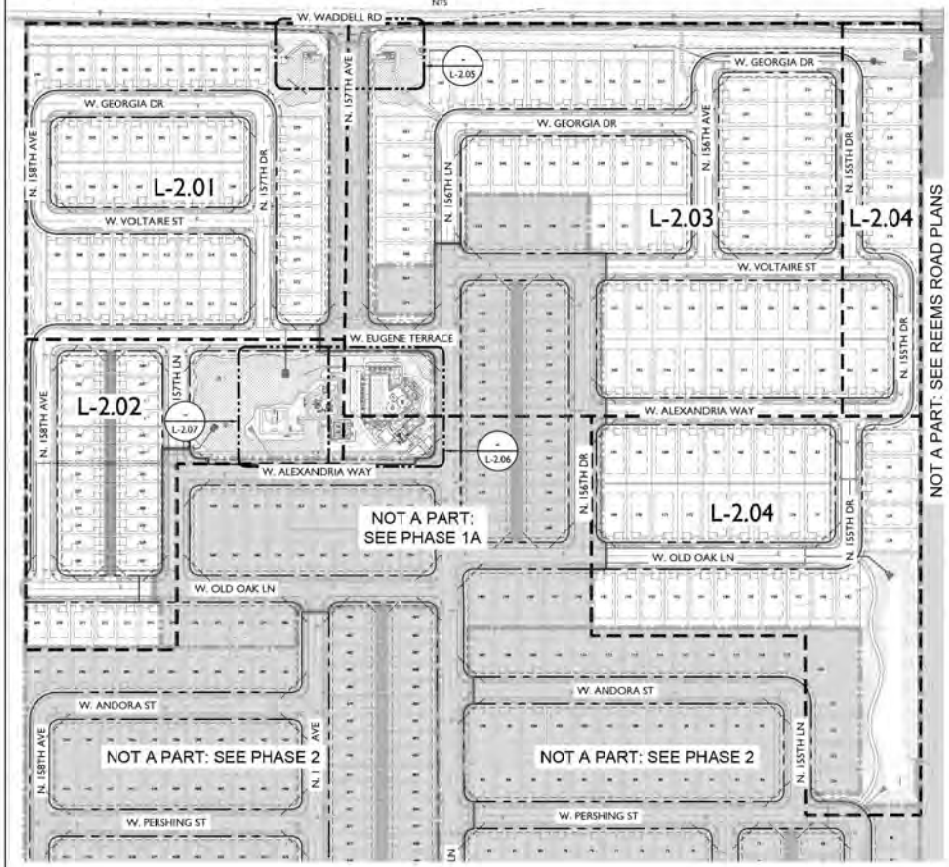
VICINITY MAP



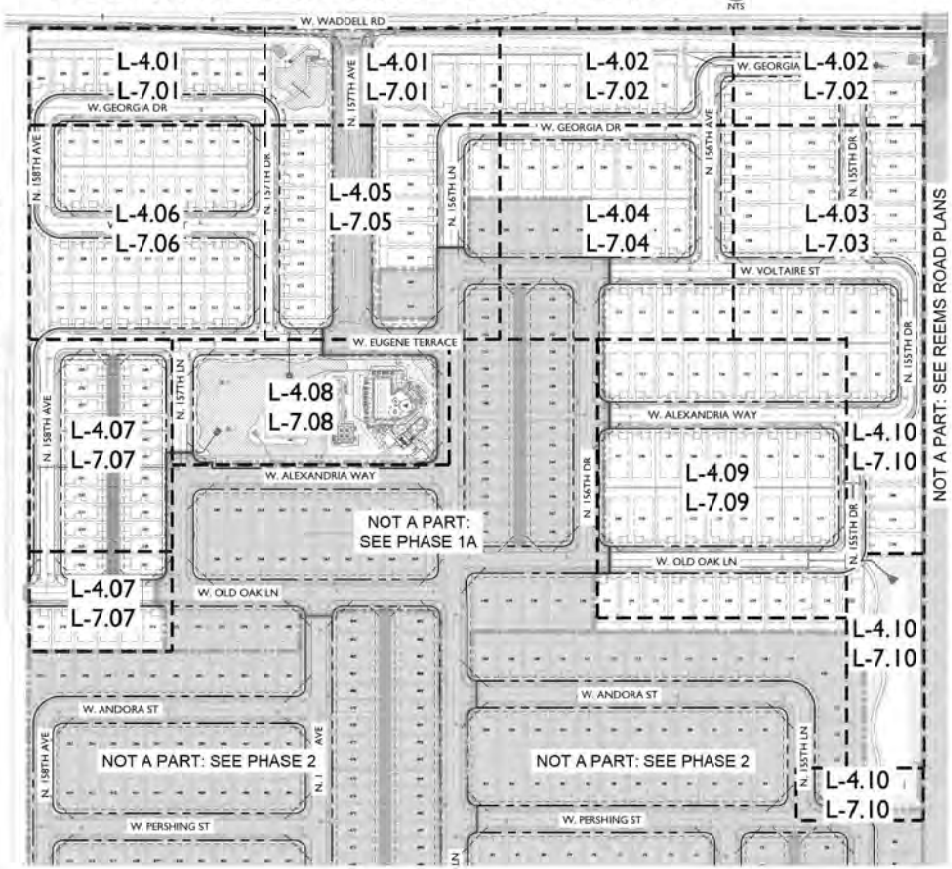
SHEET LAYOUT KEY LEGEND

SHEET TITLE	SHEET NUMBERS
MATERIAL AND WALL PLANS	L-2.01 - L-2.04
PLANTING PLANS	L-4.01 - L-4.10
IRRIGATION PLANS	L-7.01 - L-7.10

HARDSCAPE PLAN



PLANTING AND IRRIGATION PLANS



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Project: Fulton Homes Prasada Phase 1B
Sergeo, Arizona

Sheet Layout Key

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2ND CD SUBMITTAL - 12/10/2021
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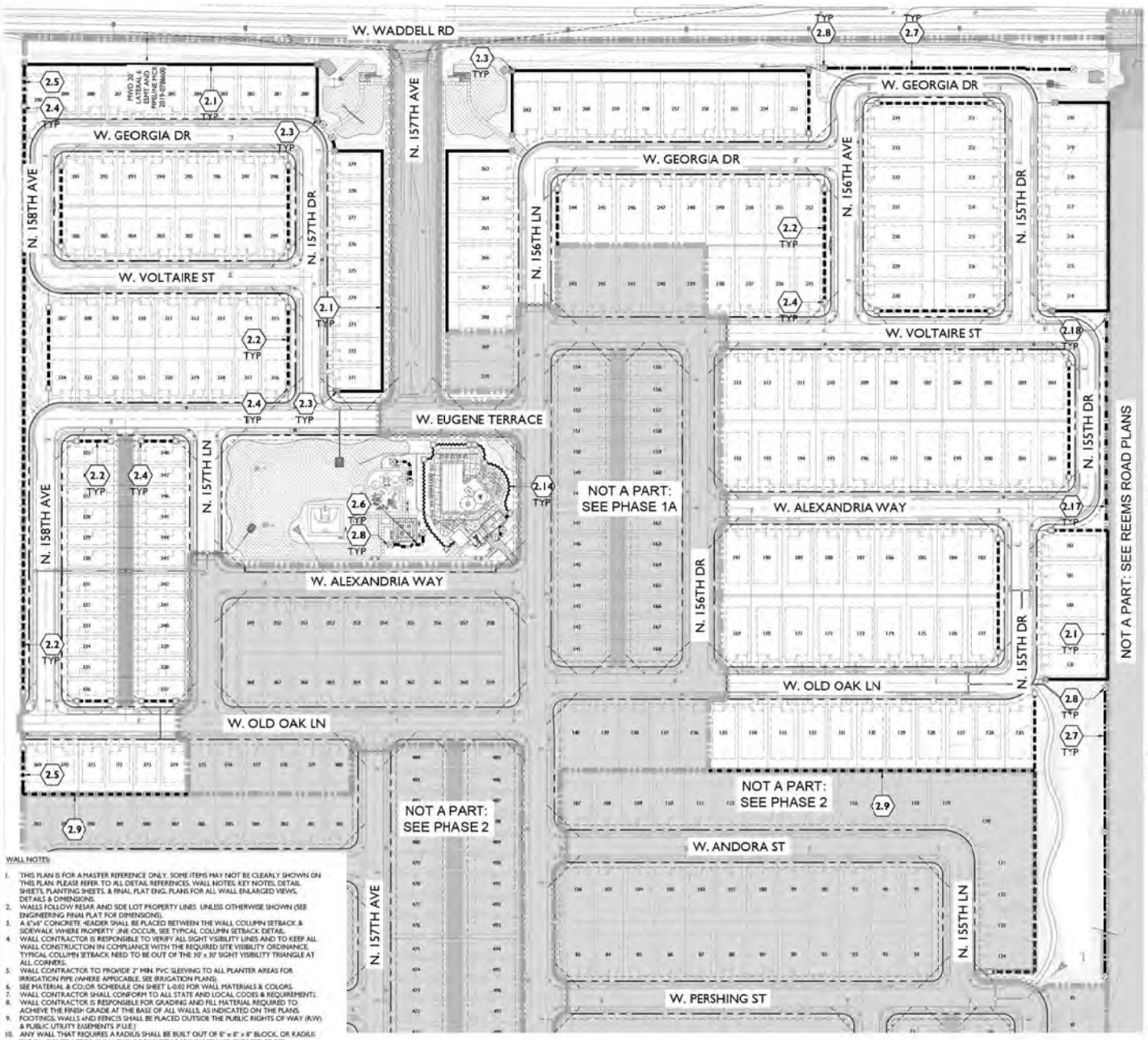
Designer: AES
Drawn by: KZ

Job No. 19-0751
CONSTRUCTION DOCUMENTATION

Sheet No. L-1.01
5 of 53

19-0751

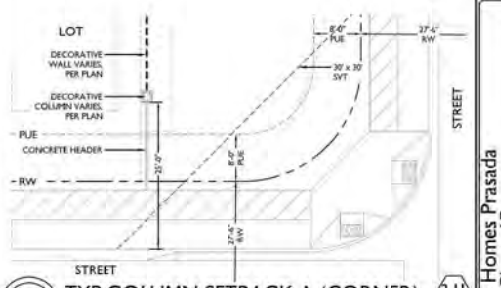


WALL NOTES:

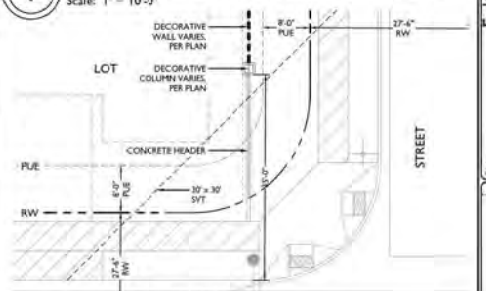
1. THIS PLAN IS FOR A MASTER REFERENCE ONLY. SOME ITEMS MAY NOT BE CLEARLY SHOWN ON THIS PLAN. PLEASE REFER TO ALL DETAIL REFERENCES, WALL NOTES, KEY NOTES, DETAIL SHEETS, PLANTING SHEETS, & FINAL PLAT ENG. PLANS FOR ALL WALL ENLARGED VIEWS, DETAILS & DIMENSIONS.
2. WALLS FOLLOW REAR AND SIDE LOT PROPERTY LINES UNLESS OTHERWISE SHOWN (SEE ENGINEERING FINAL PLAT FOR DIMENSIONS).
3. A 6"x6" CONCRETE HEADER SHALL BE PLACED BETWEEN THE WALL COLUMN SETBACK & SIDEWALK WHERE PROPERTY LINE OCCUR. SEE TYPICAL COLUMN SETBACK DETAIL.
4. WALL CONTRACTOR IS RESPONSIBLE TO VERIFY ALL SIGHT VISIBILITY LINES AND TO KEEP ALL WALL CONSTRUCTION IN COMPLIANCE WITH THE REQUIRED SITE VISIBILITY ORDINANCE. TYPICAL COLUMN SETBACK NEED TO BE OUT OF THE 30' x 30' SIGHT VISIBILITY TRIANGLE AT ALL CORNERS.
5. WALL CONTRACTOR TO PROVIDE 2" MIN. PVC SLEEVING TO ALL PLANTER AREAS FOR IRRIGATION PIPE (WHERE APPLICABLE, SEE IRRIGATION PLANS).
6. SEE MATERIAL & COLOR SCHEDULE ON SHEET L-0.02 FOR WALL MATERIALS & COLORS.
7. WALL CONTRACTOR SHALL CONFORM TO ALL STATE AND LOCAL CODES & REQUIREMENTS.
8. WALL CONTRACTOR IS RESPONSIBLE FOR GRADING AND FILL MATERIAL REQUIRED TO ACHIEVE THE FINISH GRADE AT THE BASE OF ALL WALLS, AS INDICATED ON THE PLANS.
9. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE THE PUBLIC RIGHTS OF WAY (R/W) & PUBLIC UTILITY EASEMENTS (P.U.E.).
10. ANY WALL THAT REQUIRES A RADIUS SHALL BE BUILT OUT OF 8" x 8" x 8" BLOCK, OR RADIUS BLOCK. CONTRACTOR SHALL ENSURE SMOOTH RADIUS WITH NO EXPOSED EDGES.
11. ALL LOT & PROPERTY LINES (WITHOUT A WALL SYMBOL) THAT REQUIRE A WALL SHALL BE CONSTRUCTED OF BUILDER WALL (OR EQUAL). DETAILS & SPECIFICATIONS OF SUCH WALL SHALL BE PROVIDED BY THE OWNER.

WALL LEGEND

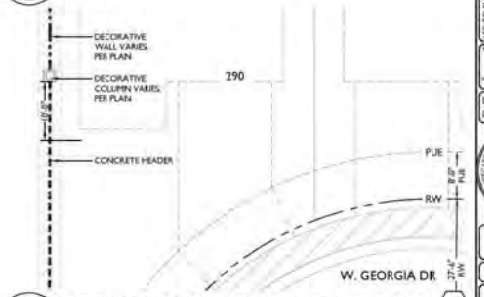
SYMBOL	ITEM
	PRIMARY COLUMN
	SECONDARY COLUMN
	GARDEN WALL COLUMN
	RAIL FENCE WALL COLUMN
	PRIMARY THEME WALL
	SECONDARY THEME WALL
	TERTIARY WALL
	BUILDER WALL
	GARDEN WALL
	RAIL FENCE
	POOL FENCE
	RAIL FENCE WALL



1 TYP COLUMN SETBACK A (CORNER) 2.11
Scale: 1" = 10'-0"



2 TYP COLUMN SETBACK B (CORNER) 2.11
Scale: 1" = 10'-0"



3 COLUMN SETBACK AT LOT 290 & 369 2.11
Scale: 1" = 10'-0"

EPS GROUP
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Mesa, AZ 85201
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W W W . E P S G R O U P . C O M

Project: Fulton Homes Prasada Phase 1B
Location: Surprise, Arizona

Master Wall Plan

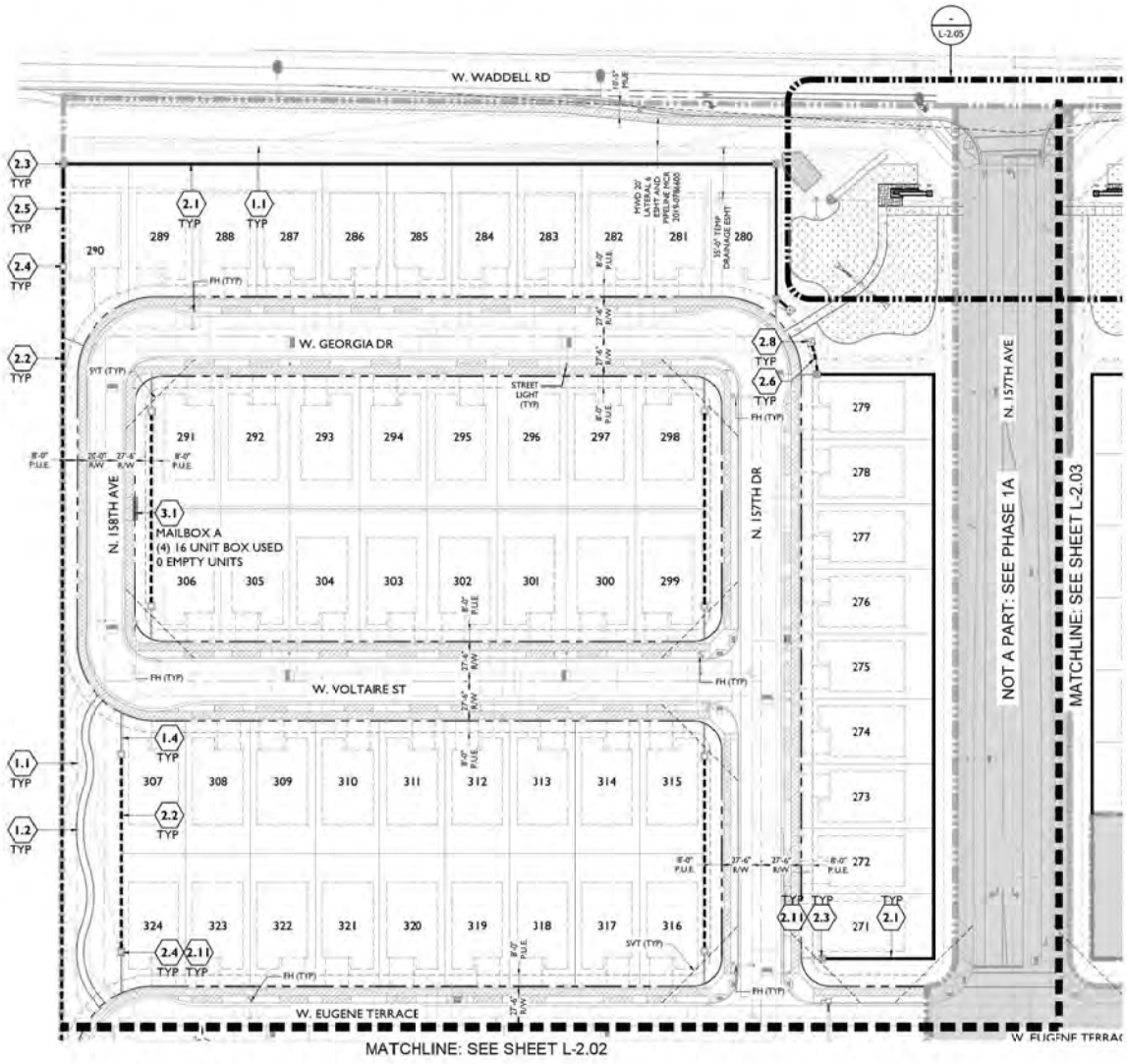
Revisions:
1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 10/13/2021
3RD CO SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

Job No.: 19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.: L-2.00
6 of 13

19-0751



KEY MAP

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0	PAVEMENTS		
	1.1	DECOMPOSED GRANITE	L-3.01/1
	1.2	COMPACT DECOMPOSED GRANITE	L-3.01/2
	1.3	STANDARD CONCRETE PAVING	L-3.01/4
	1.4	CONCRETE HEADER (EXTRUDED)	L-3.01/3
	1.5	DECORATIVE CONCRETE PAVING	L-3.01/4
	1.6	RIPRAP	L-3.06/2
	1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
	1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
	1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
	1.10	VEHICULAR ALLEY PAVER	L-3.03/4
2.0	WALLS : EMBANKMENTS		
	2.1	PRIMARY THEME WALL	L-3.02/1
	2.2	SECONDARY THEME WALL	L-3.02/2
	2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
	2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
	2.5	TERTIARY WALL	L-3.03/1
	2.6	GARDEN WALL	L-3.02/5
	2.7	RAIL FENCE	L-3.02/6
	2.8	GARDEN WALL COLUMN	L-3.03/2
	2.9	BUILDER WALL	L-3.03/3
	2.10	ENTRY MONUMENT	L-3.07
	2.11	TYPICAL COLUMN SETBACK	L-2.00
	2.12	RETAINING WALL	L-3.06/1
	2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
	2.14	POOL FENCE	L-3.04/2
	2.15	POOL GATE	L-3.04/3
	2.16	POOL ENCLOSURE	L-3.04/4
	2.17	RAIL FENCE WALL	L-3.05/1
	2.18	RAIL FENCE WALL COLUMN	L-3.05/2
3.0	MISCELLANEOUS ELEMENTS		
	3.1	MAILBOX	L-3.14
	3.2	20' x 30' RAMADA	L-3.08
	3.3	LANDSCAPE BENCH	L-3.11/2
	3.4	PICNIC TABLE	L-3.11/1
	3.5	TRASH RECEPTACLE	L-3.11/3
	3.6	BIKE RACK	L-3.11/4
	3.7	BARBEQUE GRILL	L-3.11/5
	3.8	PET WASTE STATION	L-3.11/6
	3.9	POOL RAMADA	L-3.09
	3.10	HALF BASKETBALL COURT	L-3.10
	3.11	POOL SHADE STRUCTURE	L-3.12/2
	3.12	PLAY STRUCTURE	L-3.13
	3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
	3.14	POOL UMBRELLA SHADE	L-3.12/2

WALL LEGEND

SYMBOL	ITEM
	PRIMARY COLUMN
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	RAIL FENCE WALL COLUMN
	PRIMARY THEME WALL
	SECONDARY THEME WALL
	TERTIARY WALL
	BUILDER WALL
	GARDEN WALL
	RAIL FENCE
	POOL FENCE
	RAIL FENCE WALL

MATERIALS LEGEND

SYMBOL	ITEM	SIZE
	Decomposed Granite "Apache Brown" OAE Stabilized Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min. 1/4" Minus 4" Compacted Depth
	Standard Concrete Paving	
	Decorative Concrete Paving Integral Color	Salt Rock Finish Davis Sequoia Sand 641
	Decorative Pavers Dublin Cobble - 3 Piece Blend	6cms Thick, Color: Sierra Blend by Belgard, Running bond as boarder, Pattern D
	Vehicular Alley Paver Cambridge Cobble - 3 Piece Blend	8 cm Thick, Color: Desert Blend by Belgard, Running bond as boarder
	Engineered Wood Fiber	
	Rip Rap "Apache Brown" OAE	3" - 6"
	Landscape Mow Strip (Extruded)	6" x 6"
	Knee Deck	Tile Under Pool Ramada (by Owner)

NORTH

0' 20' 40' 80'

SCALE: 1" = 40' 0"

EPS GROUP
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W W W . E P S G R O U P . C O M

Project: Fulton Homes Prasada Phase 1B
Surprise, Arizona

Hardscape Plans

Revisions:

1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 10/15/2021
3RD CD SUBMITTAL - 04/13/2022

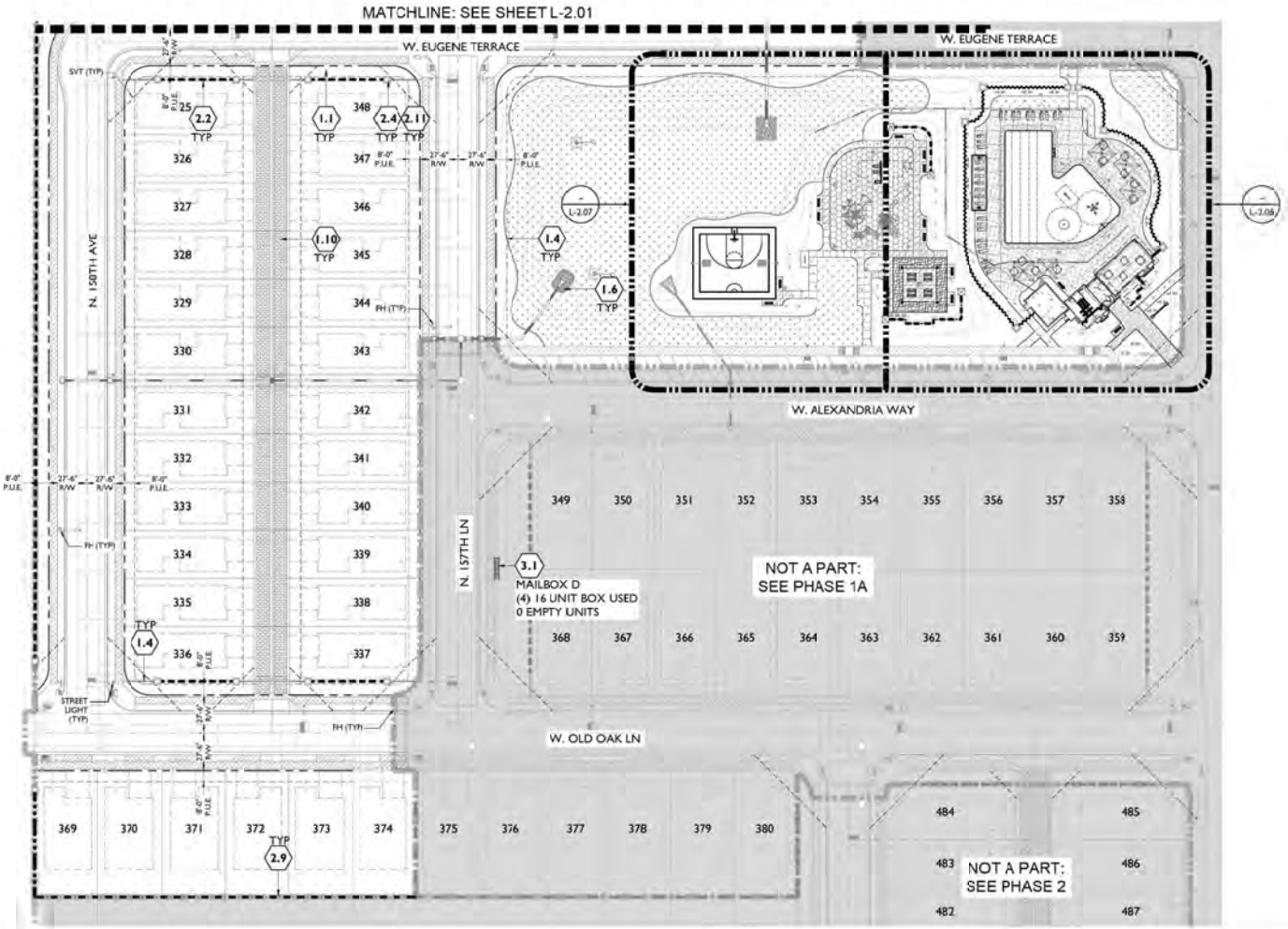
Designer: AES
Drawn by: KZ

Job No.
19-0751

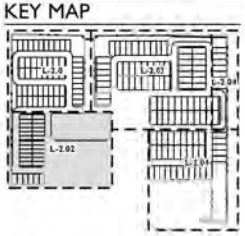
CONSTRUCTION DOCUMENTATION

Sheet No.
L-2.01
7 of 53

19-0751



KEY MAP



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2.2	SECONDARY THEME WALL	L-3.02/2
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2.9	BUILDER WALL	L-3.03/3
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2.16	POOL ENCLOSURE	L-3.04/4
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3.10	HALF BASKETBALL COURT	L-3.10
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

WALL LEGEND

SYMBOL	ITEM
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	POOL FENCE
	RAIL FENCE WALL

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Project: Fulton Homes Prasada Phase 1B
Location: Surprise, Arizona

Hardscape Plans

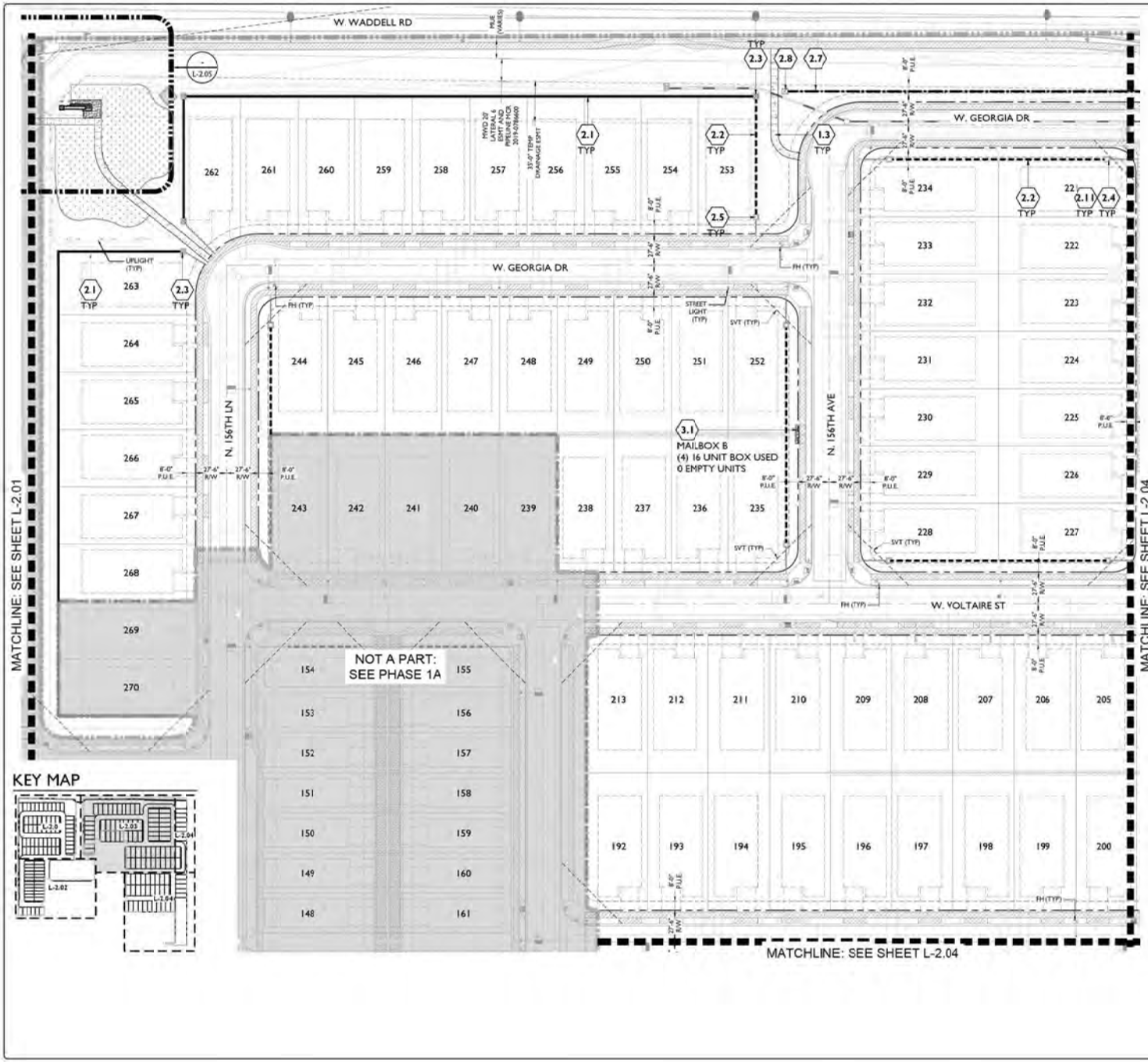
Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 11/15/2021
3RD CD SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

Job No. 19-0751
CONSTRUCTION DOCUMENTATION

Sheet No. L-2.02
3 of 53

19-0751



KEY MAP

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1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4

2.0 WALLS : EMBANKMENTS

2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
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2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2

3.0 MISCELLANEOUS ELEMENTS

3.1	MAILBOX	L-3.14
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3.3	LANDSCAPE BENCH	L-3.11/2
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WALL LEGEND

SYMBOL	ITEM
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MATERIALS LEGEND

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Project: Fulton Homes Prasada Phase 1B
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Hardscape Plans

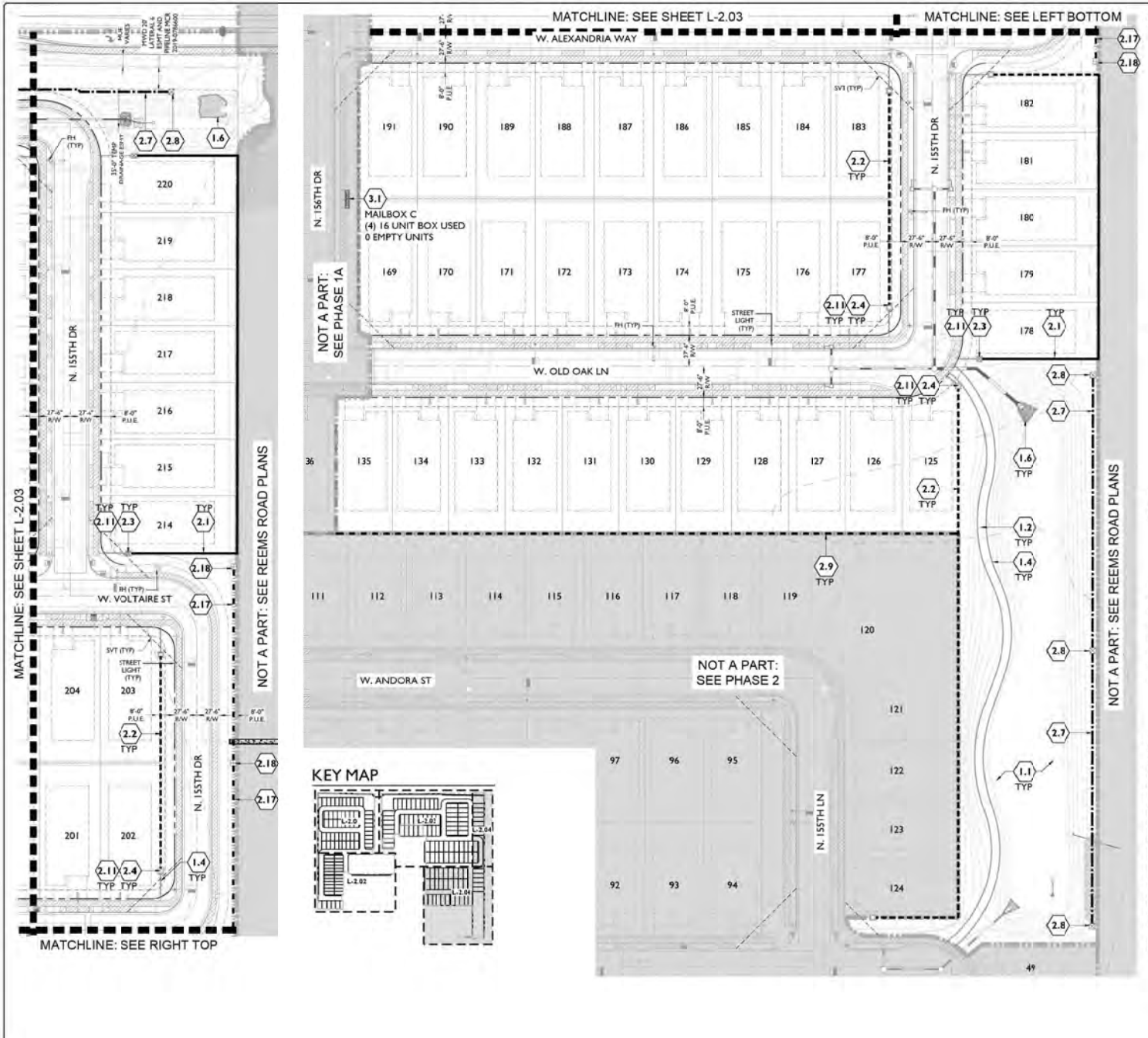
Revisions:
1ST CD SUBMITTAL - 8/20/2021
2ND CD SUBMITTAL - 10/15/2021
3RD CD SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No. 19-0751
CONSTRUCTION DOCUMENTATION

Sheet No. L-2.03
9 of 53

19-0751



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2.0 WALLS : EMBANKMENTS

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WALL LEGEND

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Hardscape Plans

Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 12/13/2021
3RD CD SUBMITTAL - 04/13/2022

Designed: AES
Drawn by: KZ

Job No. 19-0751
CONSTRUCTION DOCUMENTATION

Sheet No. L-2.04
0 of 53

19-0751

KEY MAP

MATERIALS LEGEND

SYMBOL	ITEM	SIZE
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	Stab zed Decomposed Gran te "Apache Brown" OAE	1/4" M nus 4" Compacted Depth
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	SECONDARY COLUMN
	GARDEN WALL COLUMN
	RAIL FENCE WALL COLUMN
	PRIMARY THEME WALL
	SECONDARY THEME WALL
	TERTIARY WALL
	BUILDER WALL
	GARDEN WALL
	RAIL FENCE
	POOL FENCE
	RAIL FENCE WALL

NORTH

0' 5' 10' 20'

SCALE: 1" = 10' 0"

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0	**PAVEMENTS**	
1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	COMPACT DECOMPOSED GRANITE	L-3.01/2
1.3	STANDARD CONCRETE PAVING	L-3.01/4
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1.5	DECORATIVE CONCRETE PAVING	L-3.01/4
1.6	RIPRAP	L-3.06/2
1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4
2.0	**WALLS / EMBANKMENTS**	
2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
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2.8	GARDEN WALL COLUMN	L-3.03/2
2.9	BUILDER WALL	L-3.03/3
2.10	ENTRY MONUMENT	L-3.07
2.11	TYPICAL COLUMN SETBACK	L-2.00
2.12	RETAINING WALL	L-3.06/1
2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
2.14	POOL FENCE	L-3.04/2
2.15	POOL GATE	L-3.04/3
2.16	POOL ENCLOSURE	L-3.04/4
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3.0	**MISCELLANEOUS ELEMENTS**	
3.1	MAILBOX	L-3.14
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3.3	LANDSCAPE BENCH	L-3.11/2
3.4	PICNIC TABLE	L-3.11/1
3.5	TRASH RECEPTACLE	L-3.11/3
3.6	BIKE RACK	L-3.11/4
3.7	BARBEQUE GRILL	L-3.11/5
3.8	PET WASTE STATION	L-3.11/6
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3.10	HALF BASKETBALL COURT	L-3.10
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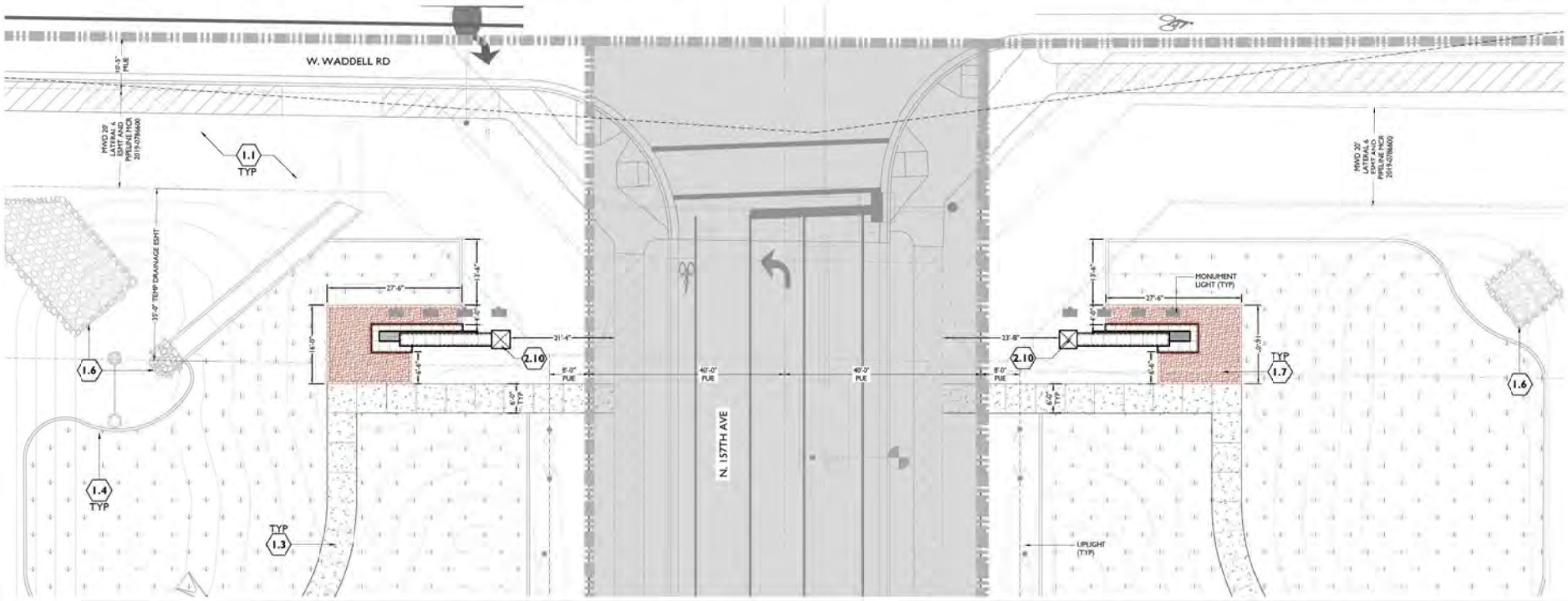
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2



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Project:
Fulton Homes Prasada
Phase 1B
Sonoma Avenue

Hardscape Enlargement Plans

Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 11/15/2021
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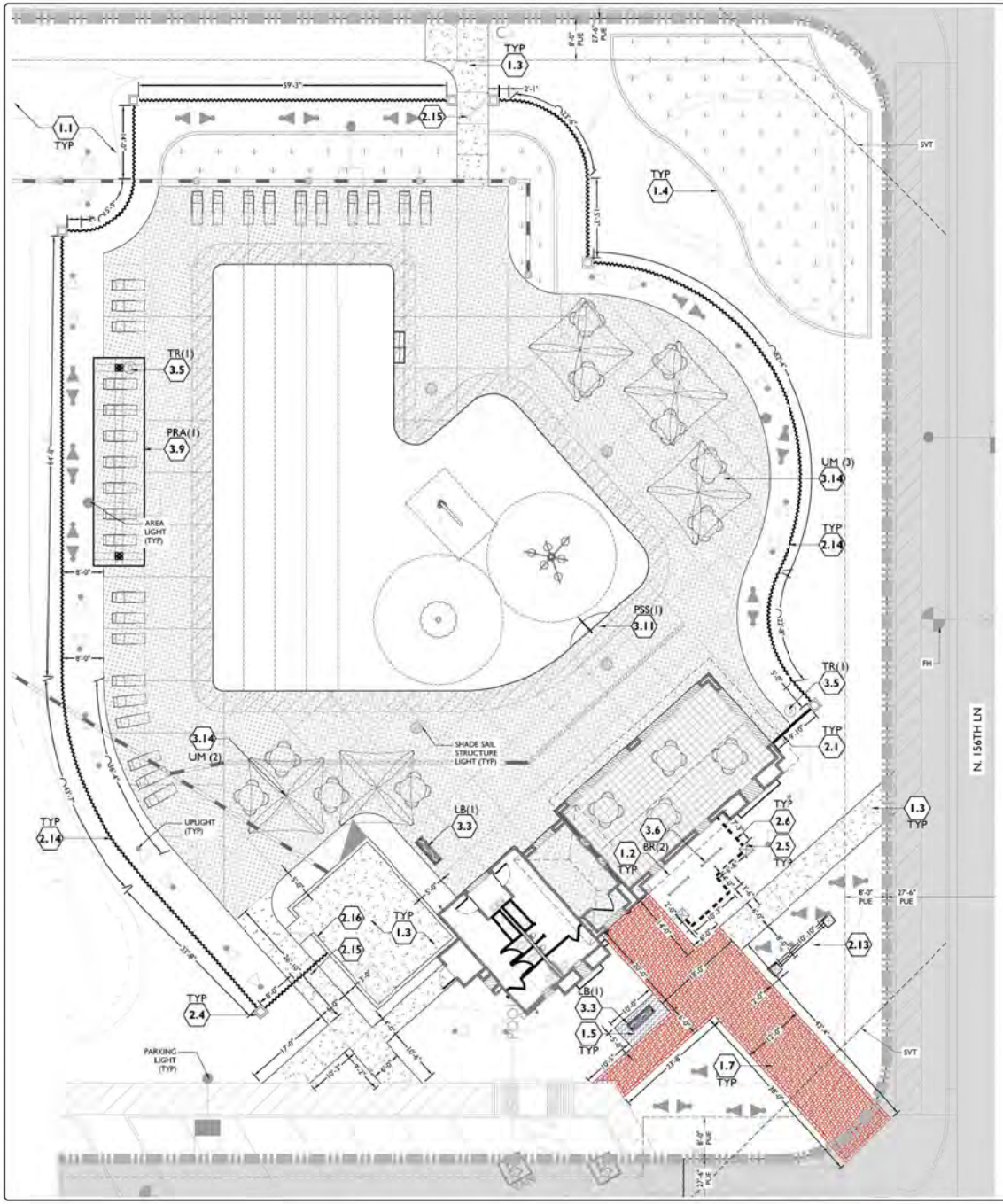
Designer: AES
Drawn by: KZ

Job No.
19-07751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-2.05
of 53

19-0751



SITE FURNISHINGS SCHEDULE

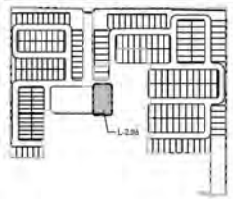
ID	ITEM	MODEL & MANUFACTURER
PT	PICNIC TABLE	DS10TT BY WABASH VALLEY; OAE
LB	LANDSCAPE BENCH	6' CLASSIC WINGLINE BENCH BY WEBCOAT; OAE
TR	TRASH RECEPTACLE	32 GALLON CLASSIC STYLE BY WEBCOAT; OAE
BR	BICYCLE RACK	WAVE BIKE RACK MSBR4 BY WEBCOAT; OAE
BG	BARBECUE GRILL	GR1550N BY WABASH VALLEY; OAE
PW	PET WASTE STATION	MODEL #8004 BY ZERO WASTE USA ; OAE
RA	30' x 30' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PRA	16' x 40' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PS	PLAY STRUCTURE	BY LANDSCAPE STRUCTURES
SS	TOT LOT SHADE SAIL STRUCTURE	CUSTOM BY TENSHION OAE
PSS	POOL SHADE SAIL STRUCTURE	CUSTOM BY TENSHION OAE
UM	UMBRELLA SHADE	UM-1414 BY TENSHION OAE OAE

SEE FULL SITE FURNISHING SCHEDULE ON SHEET L-1.02 FOR MORE INFORMATION

WALL LEGEND

SYMBOL	ITEM
	PRIMARY COLUMN
	SECONDARY COLUMN
	GARDEN WALL COLUMN
	RAIL FENCE WALL COLUMN
	PRIMARY THEME WALL
	SECONDARY THEME WALL
	TERTIARY WALL
	BUILDER WALL
	GARDEN WALL
	RAIL FENCE
	POOL FENCE
	RAIL FENCE WALL

KEY MAP



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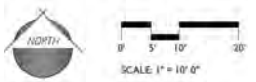
MATERIALS LEGEND

SYMBOL	ITEM	SIZE
	Decomposed Granite "Apache Brown" OAE Stabilized Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min. 1/4" Minus 4" Compacted Depth
	Standard Concrete Paving	
	Decorative Concrete Paving Integral Color	Salt Rock Finish Davis Sequoia Sand 641
	Decorative Pavers Dublin Cobble - 3 Piece Blend	4cm Thick, Color: Sierra Blend by Belgard, Running bond as boarder; Pattern D
	Vehicular Alley Pavers Cambridge Cobble - 3 Piece Blend	8 cm Thick, Color: Desert Blend by Belgard, Running bond as boarder
	Engineered Wood Fiber	
	Rip Rap "Apache Brown" OAE	3" - 6"
	Landscape Mow Strip (Extruded)	6" x 6"
	Kool Deck	Tile Under Pool Ramada (by Owner)



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Hardscape Enlargement Plans

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2ND CD SUBMITTAL - 11/15/2021
3RD CD SUBMITTAL - 04/13/2022

Drawn: AKS
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-2.06
2 of 53

19-0751

SITE FURNISHINGS SCHEDULE

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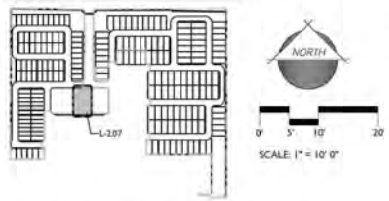
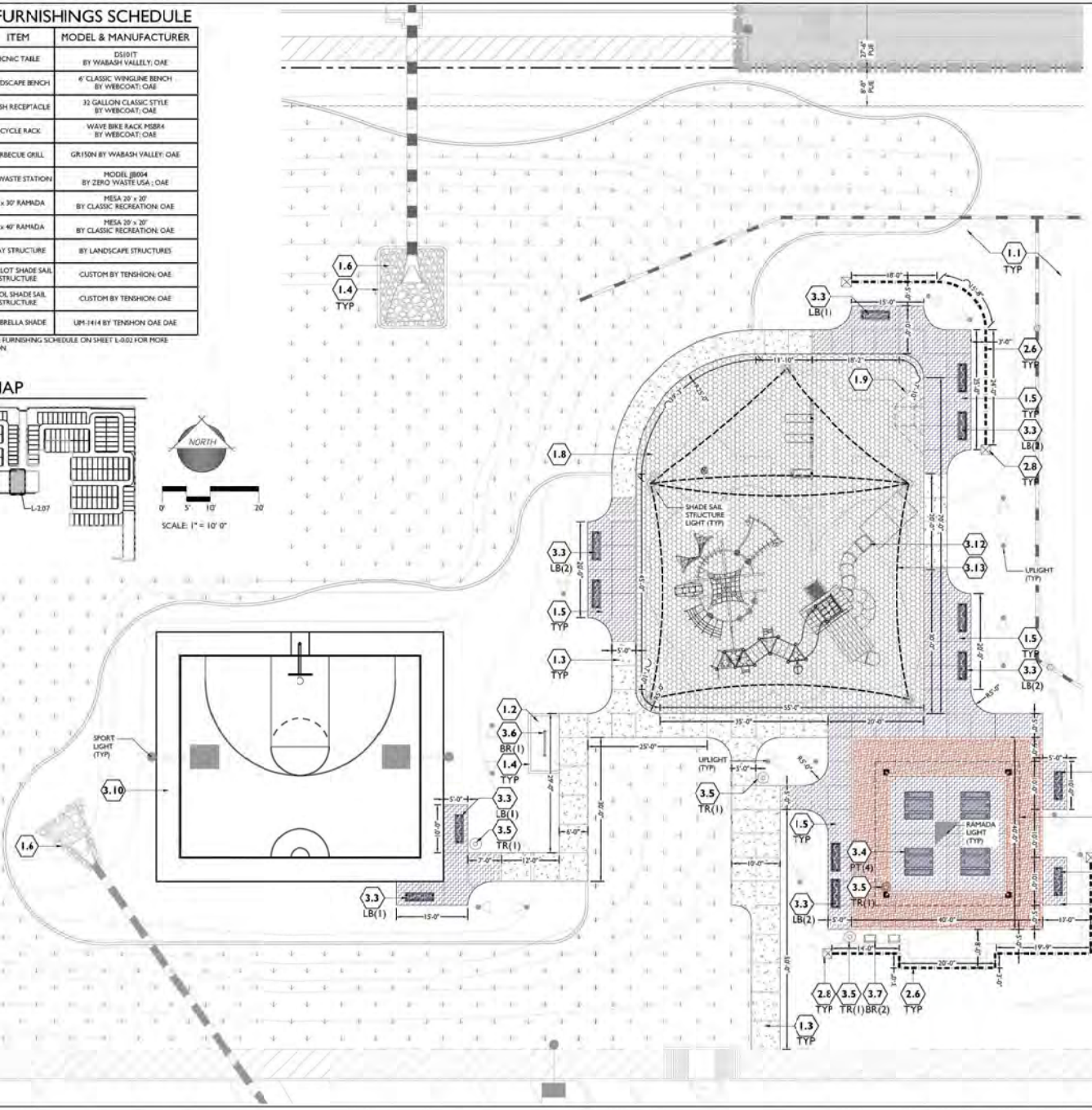
BG	BARBECUE GRILL	GR150N BY WABASH VALLEY; OAE
PW	PET WASTE STATION	MODEL JB004 BY ZERO WASTE USA ; OAE
RA	30' x 30' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
RRA	10' x 40' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PS	PLAY STRUCTURE	BY LANDSCAPE STRUCTURES
SS	TOT LOT SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
PSS	POOL SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
UM	UMBRELLA SHADE	UM-1414 BY TENSHION OAE OAE

SEE FULL SITE FURNISHING SCHEDULE ON SHEET L-0.02 FOR MORE INFORMATION

KEY MAP





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3.0 MISCELLANEOUS ELEMENTS

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WALL LEGEND

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SYMBOL	ITEM	SIZE
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	Vehicular Alley Paver Cambridge Cobble - 3 Piece Blend	8 cm Thick. Color: Desert Blend by Belgard. Running bond as boarder
	Engineered Wood Fiber	
	Rip Rap "Apache Brown" OAE	3" - 6"
	Landscape Mow Strip (Extruded)	6" x 6"
	Kool Deck	Tile Under Pool Ramada (by Owner)

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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Hardscape Enlargement Plans

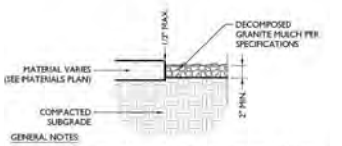
Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 12/13/2021
3RD CD SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-2.07
3 of 53

19-0751



GENERAL NOTES:

1. APPLY PRE-EMERGENT HERBICIDE AT SUBGRADE AFTER FINAL GRADE HAS BEEN ESTABLISHED AND PRIOR TO SPREADING DECOMPOSED GRANITE.
2. EVENLY SPREAD 2" MIN. OF GRANITE ON COMPACTED FINISHED GRADE.
3. GRANITE TO BE SPRAYED WITH WATER TO CLEAN SMALLER DEPOSITS AND GRANITE DUST AND ALSO TO SETTLE GRANITE EVENLY.

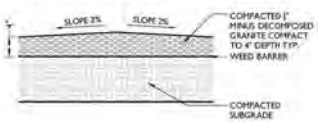
1 DECOMPOSED GRANITE MULCH

1.1

Scale: 1" = 1'-0"

GENERAL NOTES:

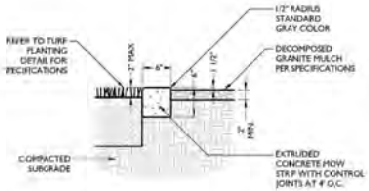
1. FOLLOW ALL MANUFACTURERS RECOMMENDATIONS ON PROPERLY LAYING WEED BARRIER FABRIC, DECOMPOSED GRANITE, AND APPLYING STABILIZER.



2 COMPACT DECOMPOSED GRANITE

1.2

Scale: 1" = 1'-0"



3 CONCRETE HEADER (EXTRUDED)

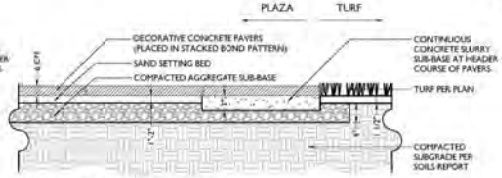
1.4

Scale: 1" = 1'-0"

GENERAL NOTES:

1. SLOPE GRADE 1 % - 2% AWAY FROM ANY STRUCTURE.
2. USE 1" - 2" OF COURSE, ANGULAR SAND (CONFORMING TO ASTM 33) AS SETTING BED AND JOINTING.
3. INSTALL PAVERS MAINTAINING A MAX. 1/8" JOINT.
4. SWEEP SAND INTO 1/8" OPEN JOINTS.
5. USE MANUFACTURERS RECOMMENDED INSTALLATION INSTRUCTIONS PER PAVER SPECIFICATIONS.

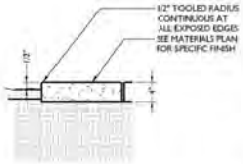
PEDESTRIAN PAVER ADJACENT TO DECOMPOSED GRANITE



PEDESTRIAN PAVER ADJACENT TO TURF

GENERAL NOTES:

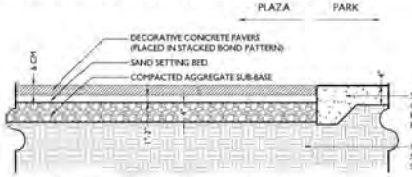
1. SIDEWALK CONSTRUCTION SHALL CONFORM TO MAG SECTION 230.
2. EXPANSION JOINTS SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER, PER MAG SECTION 729.
3. LARGE AGGREGATE IN CONTRACTION JOINT SHALL BE SEPARATED TO A DEPTH OF 1", FINISH DEPTH SHALL BE A MINIMUM OF 3/4".
4. EXPANSION JOINTS SHALL CONFORM TO MAG SECTION 140, BE INSTALLED PRIOR TO CONCRETE PLACEMENT, AND AT A MAXIMUM SPACING OF 50'.
5. CONCRETE SHALL BE CLASS 'B' PER MAG SECTION 725.
6. USE SAWCUT JOINTSAS AT 1/4" DEPTH WITHIN IDENTIFIED DECORATIVE CONRETE ON PLAN.



4 STANDARD CONCRETE PAVING

1.3 1.5

Scale: 1" = 1'-0"



PEDESTRIAN PAVER ADJACENT TO STANDARD CONCRETE

DECORATIVE MEDIAN PAVERS:
CAMBRIDGE COBBLE 3 PIECE MODULAR (6CM THICK)
WITH 1/8" SAND FILLED JOINTS
COLOR: SIERRA BLEND
PATTERN D WITH RUNNING BOND BOARDER
BY BELGARD

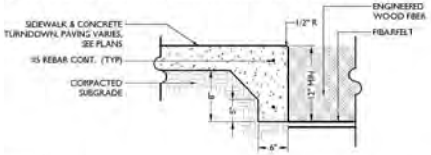
5 DECORTATIVE CONCRETE PAVERS

1.7

Scale: 1" = 1'-0"

GENERAL NOTES:

1. SURFACING SHALL BE IPEMA CERTIFIED ENGINEERED WOOD FIBER, STANDARD WOOD CHIPS, BARK MULCH, OR MATERIAL FROM RECYCLED PALLETS WILL NOT BE ACCEPTABLE.
2. MAINTAIN A MINIMUM OF 12" WOOD FIBER MATERIAL FOR EQUIPMENT UP TO 12 FEET HIGH OR PER MANUFACTURER'S RECOMMENDATION.
3. EVENLY SPREAD 12" OF ENGINEERED WOOD FIBER MATERIAL ON COMPACTED FINISHED GRADE PER CPSC AND NPPS STANDARDS.
4. THE SURFACING WILL ALSO COMPACT, DISPLACE, AND SETTLE, AND SHOULD BE PERIODICALLY REFILLED TO MAINTAIN AT LEAST A 12" DEPTH.
5. ACCOUNT FOR WATER DRAINAGE.
6. DO NOT INSTALL WOOD FIBER MATERIAL OVER HARD SURFACES SUCH AS CONCRETE OR ASPHALT.



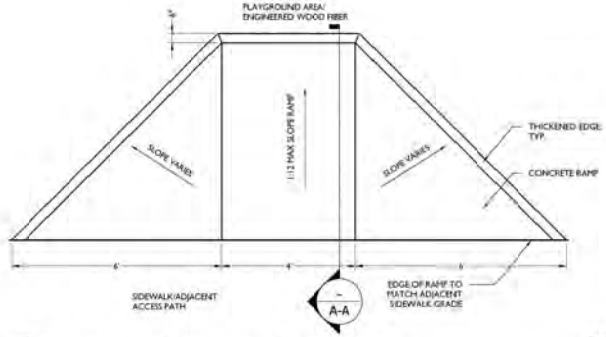
6 PLAYGROUND ENGINEERED WOOD FIBER

1.8

Scale: 1" = 1'-0"

GENERAL NOTES:

1. KEEP RAMP CLEAR OF ALL PLAY EQUIPMENT USE ZONES



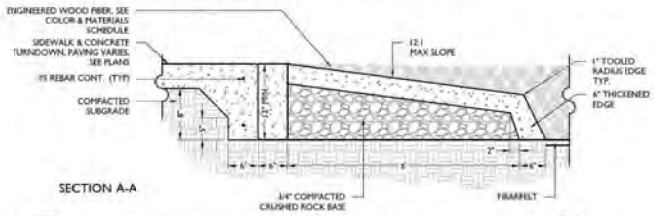
7 PLAYGROUND ADA ACCESS RAMP

1.9

Scale: 1" = 1'-0"

GENERAL NOTES:

1. SURFACING SHALL BE IPEMA CERTIFIED ENGINEERED WOOD FIBER, STANDARD WOOD CHIPS, BARK MULCH, OR MATERIAL FROM RECYCLED PALLETS WILL NOT BE ACCEPTABLE.
2. MAINTAIN A MINIMUM OF 12" WOOD FIBER MATERIAL FOR EQUIPMENT UP TO 12 FEET HIGH OR PER MANUFACTURER'S RECOMMENDATION.
3. EVENLY SPREAD 12" OF ENGINEERED WOOD FIBER MATERIAL ON COMPACTED FINISHED GRADE PER CPSC AND NPPS STANDARDS.
4. THE SURFACING WILL ALSO COMPACT, DISPLACE, AND SETTLE, AND SHOULD BE PERIODICALLY REFILLED TO MAINTAIN AT LEAST A 12" DEPTH.
5. ACCOUNT FOR WATER DRAINAGE.
6. DO NOT INSTALL WOOD FIBER MATERIAL OVER HARD SURFACES SUCH AS CONCRETE OR ASPHALT.



SECTION A-A

8 PLAYGROUND ADA ACCESS RAMP

1.9

Scale: 1" = 1'-0"

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0	**PAVEMENTS**	
1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	COMPACT DECOMPOSED GRANITE	L-3.01/2
1.3	STANDARD CONCRETE PAVING	L-3.01/4
1.4	CONCRETE HEADER (EXTRUDED)	L-3.01/3
1.5	DECORATIVE CONCRETE PAVING	L-3.01/4
1.6	RIPRAP	L-3.06/2
1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4
2.0	**WALLS / EMBANKMENTS**	
2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	TERTIARY WALL	L-3.03/1
2.6	GARDEN WALL	L-3.02/5
2.7	RAIL FENCE	L-3.02/6
2.8	GARDEN WALL COLUMN	L-3.03/2
2.9	BUILDER WALL	L-3.03/3
2.10	ENTRY MONUMENT	L-3.07
2.11	TYPICAL COLUMN SETBACK	L-2.00
2.12	RETAINING WALL	L-3.06/1
2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
2.14	POOL FENCE	L-3.04/2
2.15	POOL GATE	L-3.04/3
2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2
3.0	**MISCELLANEOUS ELEMENTS**	
3.1	MAILBOX	L-3.14
3.2	20' x 30' RAMADA	L-3.08
3.3	LANDSCAPE BENCH	L-3.11/2
3.4	PICNIC TABLE	L-3.11/1
3.5	TRASH RECEPTACLE	L-3.11/3
3.6	BIKE RACK	L-3.11/4
3.7	BARBEQUE GRILL	L-3.11/5
3.8	PET WASTE STATION	L-3.11/6
3.9	POOL RAMADA	L-3.09
3.10	HALF BASKETBALL COURT	L-3.10
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

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W: W W W . E P S G R O U P . C O M

Project:
Fulton Homes Prasada
Phase 1B
Sonoran Avenue

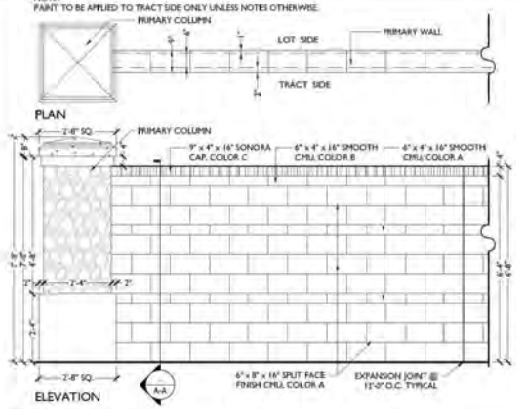
Material Details

Revisions:
1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 10/13/2021
3RD CO SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

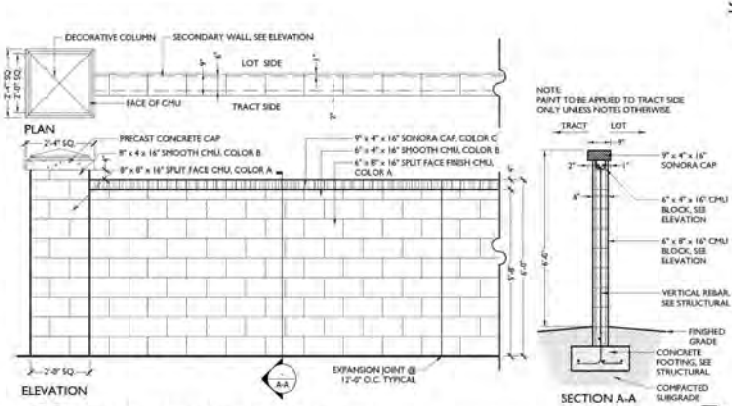
Sheet No.
L-3.01
4 of 53



1 PRIMARY THEME WALL

Scale: 1/2" = 1'-0"

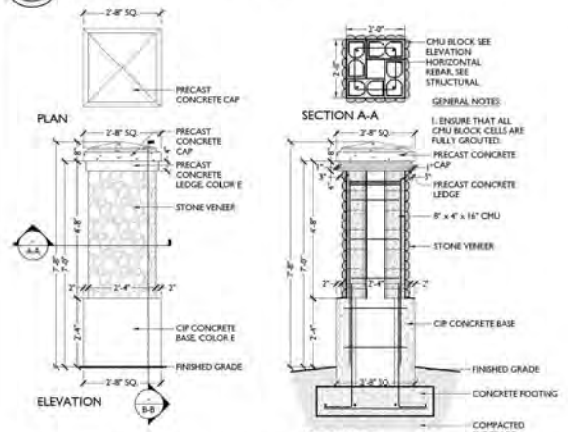
2.1



2 SECONDARY THEME WALL

Scale: 1/2" = 1'-0"

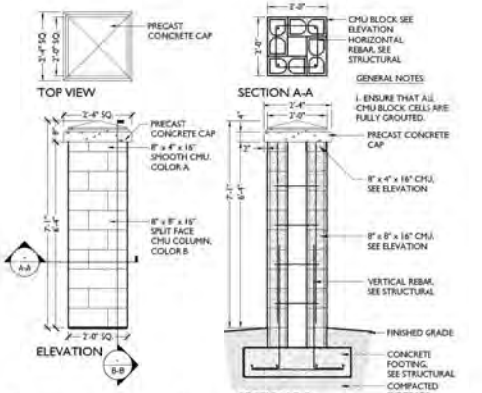
2.2



3 PRIMARY THEME WALL COLUMN

Scale: 1/2" = 1'-0"

2.3



4 SECONDARY THEME WALL COLUMN

Scale: 1/2" = 1'-0"

2.4

NOTES:

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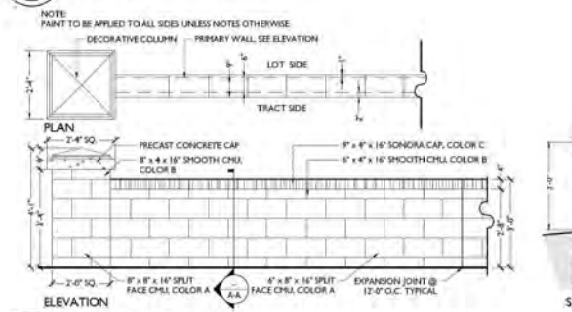
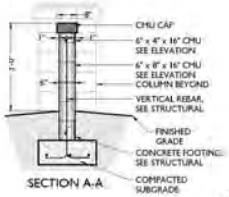
3. ALL SIGNAGE REQUIRES A SEPARATE PERMIT.

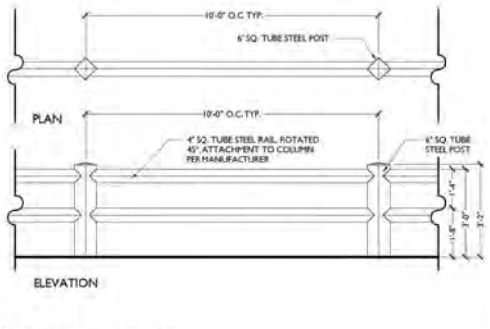


5 GARDEN WALL

Scale: 1/2" = 1'-0"

2.6





6 RAIL FENCE

Scale: 1/2" = 1'-0"

2.7

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0 PAVEMENTS

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1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4

2.0 WALLS / EMBANKMENTS

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2.18	RAIL FENCE WALL COLUMN	L-3.05/2

3.0 MISCELLANEOUS ELEMENTS

3.1	MAILBOX	L-3.14
3.2	20' x 30' RAMADA	L-3.08
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3.14	POOL UMBRELLA SHADE	L-3.12/2

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A	COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR B	COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
COLOR C	SONORA CAP, COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR D (STEEL)	POWDER COATED, COLOR; RAL 1019 GREY BEIGE OAE
COLOR E	CONCRETE BASE, COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
CONCRETE CAP	COLOR: NUSS BROWN BY MESA PRECAST OAE
STONE VENEER	MINNESOTA FIELDSTONE, COLOR CHABLIS BY CORONADO STONE OAE

GENERAL NOTES:
1. SUBMIT SAMPLES TO LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR APPROVAL.

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Fulton Homes Prasada
Phase 1B
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5 of 53

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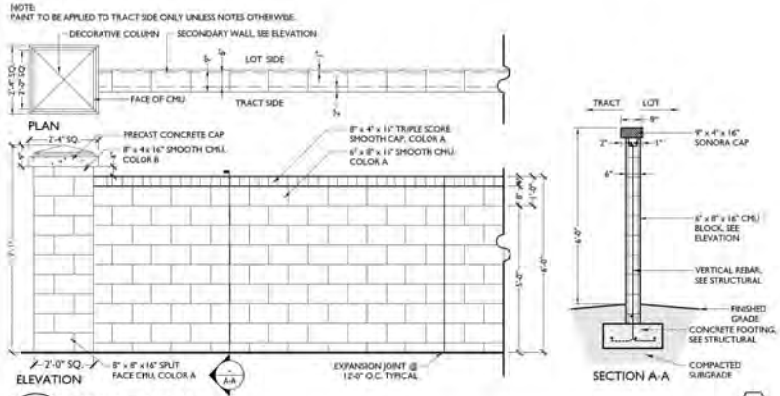
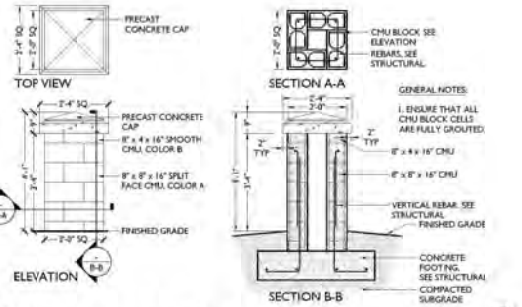


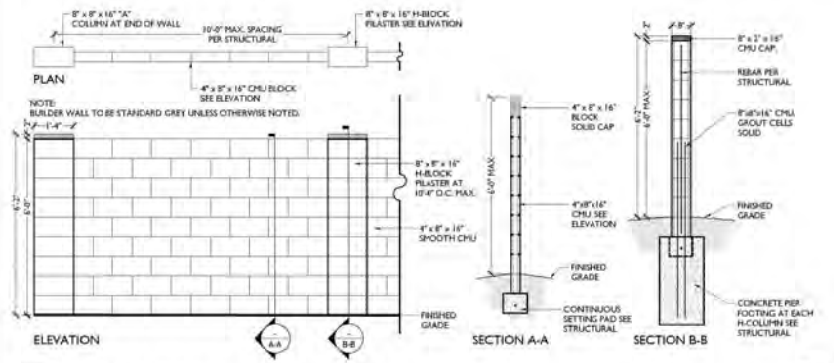
1 TERTIARY WALL

Scale: 1/2" = 1'-0"



2 GARDEN WALL COLUMN

Scale: 1/2" = 1'-0"

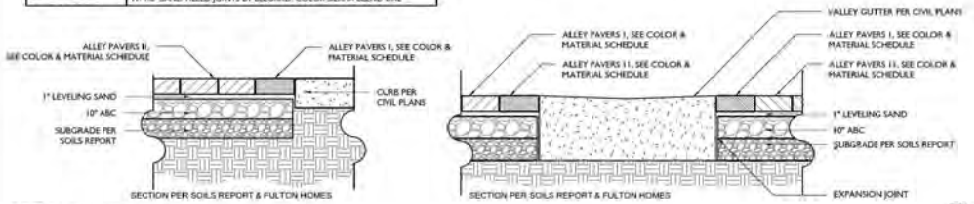


3 BUILDER WALL

Scale: 1/2" = 1'-0"

COLOR & MATERIALS SCHEDULE

ALLEY PAVERS I	CAMBRIDGE COBBLE RECTANGLE (6" x 9" x 80 MM). WITH 1/8" SAND FILLED JOINTS BY BELGARD. COLOR: SIERRA BLEND OAE
ALLEY PAVERS II	CAMBRIDGE COBBLE 3 PIECE PAVERS 80 MM THICK. RANDOM PATTERN W/ 1/8" SAND FILLED JOINTS BY BELGARD. COLOR: SIERRA BLEND OAE



4 VEHICULAR ALLEY PAVER

Scale: 1" = 1'-0"

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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

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1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 11/10/2021
3RD CD SUBMITTAL - 04/13/2022

Designer: AKS
Drawn by: KZ

Expires 9/30/2023

Log No.
19-0751
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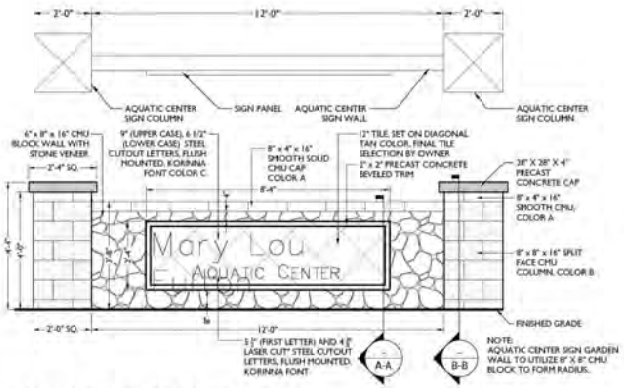
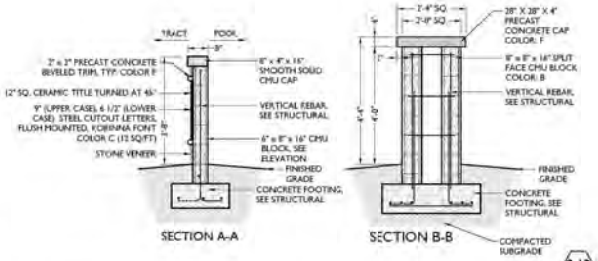
Sheet No.
L-3.03
6 of 53

19-0751

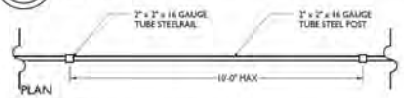




1 AQUATIC CENTER SIGN WALL

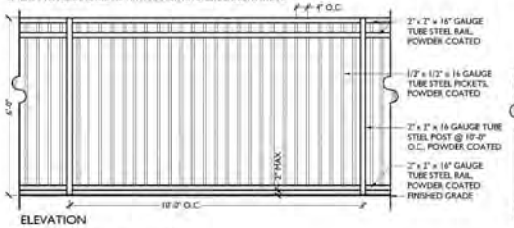
Scale: 1/2" = 1'-0"

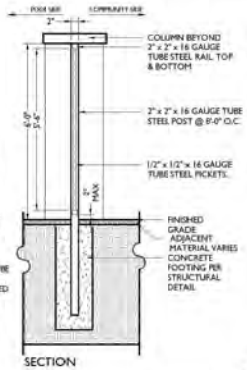
2.13



GENERAL NOTES:

1. SEE MANUFACTURER'S RECOMMENDATIONS FOR FENCE INSTALLATION.
2. VERIFY FENCE DIMENSIONS WITH MANUFACTURER'S SPECIFICATIONS





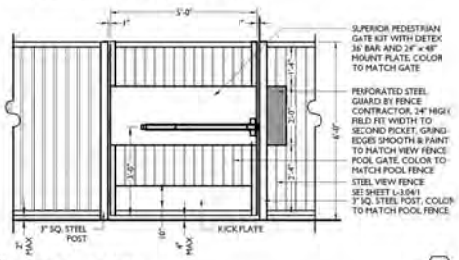
2 POOL FENCE

Scale: 1/2" = 1'-0"

2.14

NOTE:

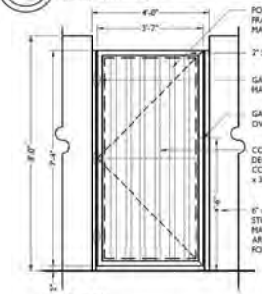
1. LOCATE HINGES ON OUTSIDE OF POOL AREA.
2. POOL GATE TO MEET ALL MARICOPA COUNTY POOL CODES.
3. GATE HARDWARE TO BE SELF-LATCHING AND SELF-CLOSING.
4. LOCK AND CLOSING SYSTEM TO BE SELECTED BY OWNER.

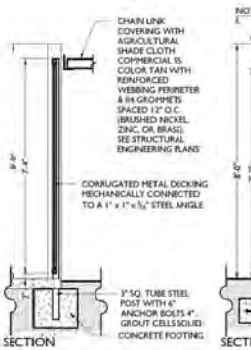


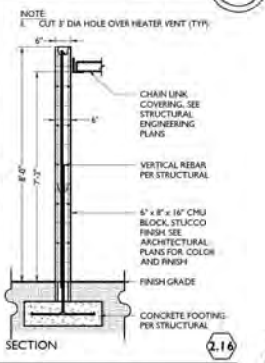
3 POOL GATE

Scale: 1/2" = 1'-0"

2.15



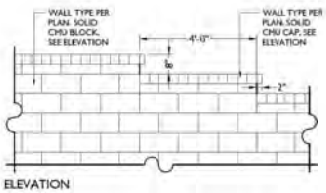




4 POOL ENCLOSURE

Scale: 1" = 1'-0"

2.16



5 STEP WALL DETAIL

Scale: 1" = 1'-0"

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0 PAVEMENTS

1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	COMPACT DECOMPOSED GRANITE	L-3.01/2
1.3	STANDARD CONCRETE PAVING	L-3.01/4
1.4	CONCRETE HEADER (EXTRUDED)	L-3.01/3
1.5	DECORATIVE CONCRETE PAVING	L-3.01/4
1.6	RIPRAP	L-3.06/2
1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4

2.0 WALLS : EMBANKMENTS

2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	TERTIARY WALL	L-3.03/1
2.6	GARDEN WALL	L-3.02/5
2.7	RAIL FENCE	L-3.02/6
2.8	GARDEN WALL COLUMN	L-3.03/2
2.9	BUILDER WALL	L-3.03/3
2.10	ENTRY MONUMENT	L-3.07
2.11	TYPICAL COLUMN SETBACK	L-2.00
2.12	RETAINING WALL	L-3.06/1
2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
2.14	POOL FENCE	L-3.04/2
2.15	POOL GATE	L-3.04/3
2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2

3.0 MISCELLANEOUS ELEMENTS

3.1	MAILBOX	L-3.14
3.2	20' x 30' RAMADA	L-3.08
3.3	LANDSCAPE BENCH	L-3.11/2
3.4	PICNIC TABLE	L-3.11/1
3.5	TRASH RECEPTACLE	L-3.11/3
3.6	BIKE RACK	L-3.11/4
3.7	BARBEQUE GRILL	L-3.11/5
3.8	PET WASTE STATION	L-3.11/6
3.9	POOL RAMADA	L-3.09
3.10	HALF BASKETBALL COURT	L-3.10
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A	COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR B	COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
COLOR C	SONORA CAP, COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR D (STEEL)	POWDER COATED, COLOR; RAL 1019 GREY BEIGE OAE
COLOR E	CONCRETE BASE, COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
CONCRETE CAP	COLOR: NUSS BROWN BY MESA PRECAST OAE
STONE VENEER	MINNESOTA FIELDSTONE, COLOR CHABLIS BY CORONADO STONE OAE

GENERAL NOTES:

1. SUBMIT SAMPLES TO LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR APPROVAL.

NOTES:

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Fulton Homes Prasada
Phase 1B
Sonoma Avenue

Material Details

Revisions:

1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 11/15/2021
3RD CD SUBMITTAL - 04/13/2022

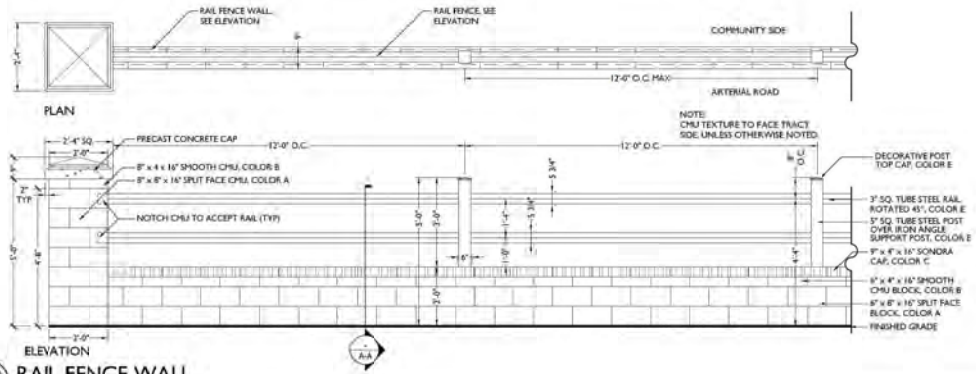
Designer: AES
Drawn by: KZ

ARIZONA LANDSCAPE ARCHITECT
CERTIFICATE
45568
NIDA E. SAMIN
REGISTERED
01-30-23

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-3.04
7 of 53

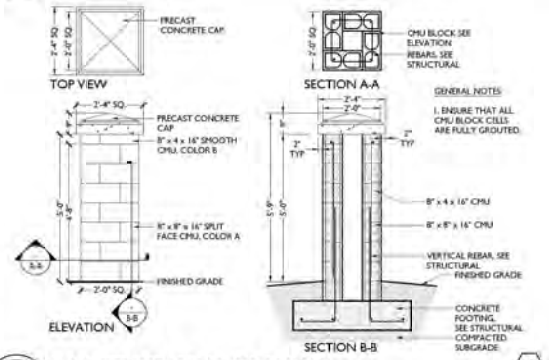
19-0751



1 RAIL FENCE WALL

Scale: 1/2" = 1'-0"

2.17



2 RAIL FENCE WALL COLUMN

Scale: 1/2" = 1'-0"

2.18

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0	**PAVEMENTS**	
1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	COMPACT DECOMPOSED GRANITE	L-3.01/2
1.3	STANDARD CONCRETE PAVING	L-3.01/4
1.4	CONCRETE HEADER (EXTRUDED)	L-3.01/3
1.5	DECORATIVE CONCRETE PAVING	L-3.01/4
1.6	RIPRAP	L-3.06/2
1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4
2.0	**WALLS : EMBANKMENTS**	
2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	TERTIARY WALL	L-3.03/1
2.6	GARDEN WALL	L-3.02/5
2.7	RAIL FENCE	L-3.02/6
2.8	GARDEN WALL COLUMN	L-3.03/2
2.9	BUILDER WALL	L-3.03/3
2.10	ENTRY MONUMENT	L-3.07
2.11	TYPICAL COLUMN SETBACK	L-2.00
2.12	RETAINING WALL	L-3.06/1
2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
2.14	POOL FENCE	L-3.04/2
2.15	POOL GATE	L-3.04/3
2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2
3.0	**MISCELLANEOUS ELEMENTS**	
3.1	MAILBOX	L-3.14
3.2	20' x 30' RAMADA	L-3.08
3.3	LANDSCAPE BENCH	L-3.11/2
3.4	PICNIC TABLE	L-3.11/1
3.5	TRASH RECEPTACLE	L-3.11/3
3.6	BIKE RACK	L-3.11/4
3.7	BARBEQUE GRILL	L-3.11/5
3.8	PET WASTE STATION	L-3.11/6
3.9	POOL RAMADA	L-3.09
3.10	HALF BASKETBALL COURT	L-3.10
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A	COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR B	COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
COLOR C	SONORA CAP, COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR D (STEEL)	POWDER COATED, COLOR; RAL 1019 GREY BEIGE OAE
COLOR E	CONCRETE BASE, COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
CONCRETE CAP	COLOR: NUSS BROWN BY MESA PRECAST OAE
STONE VENEER	MINNESOTA FIELDSTONE, COLOR CHABLIS BY CORONADO STONE OAE

GENERAL NOTES:
1. SUBMIT SAMPLES TO LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR APPROVAL.

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Mesa, AZ 85201
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W: W W W . E P S G R O U P . C O M

Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Material Details

Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 11/10/21
3RD CD SUBMITTAL - 04/13/2022

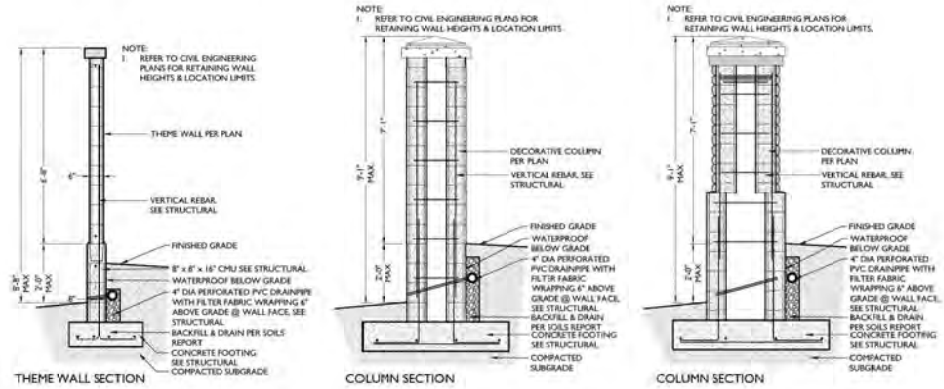
Designed: AES
Drawn by: KZ

Expires 9/30/2023

Eagle No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-3.05
9 of 53

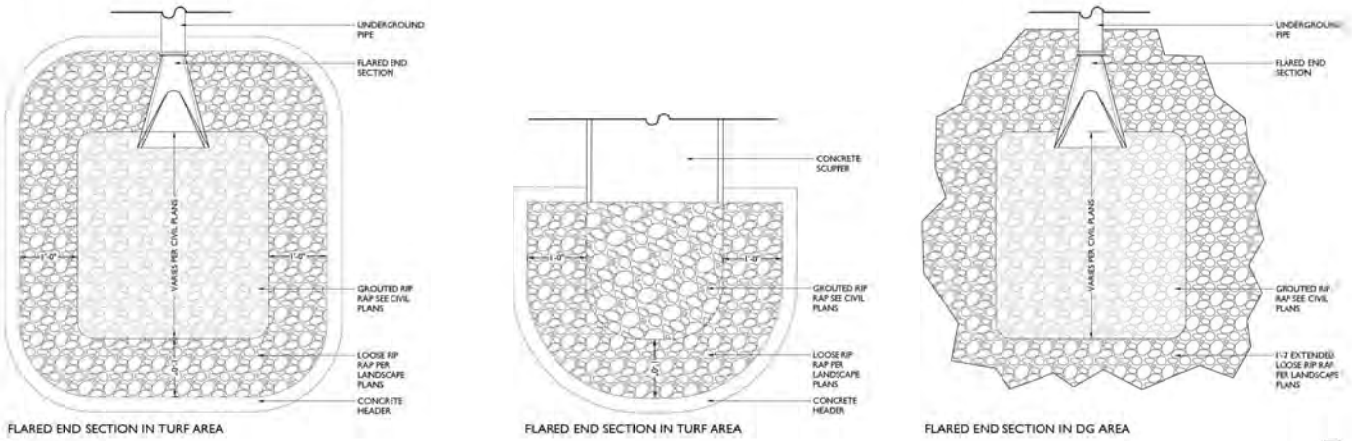
19-0751



1 RETAINING WALL

Scale: 1/2" = 1'-0"

2.12



2 RIPRAP

Scale: 1/2" = 1'-0"

1.6

SITE DETAIL KEYNOTES

		PAGE #/DETAIL #
1.0	**PAVEMENTS**	
1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	COMPACT DECOMPOSED GRANITE	L-3.01/2
1.3	STANDARD CONCRETE PAVING	L-3.01/4
1.4	CONCRETE HEADER (EXTRUDED)	L-3.01/3
1.5	DECORATIVE CONCRETE PAVING	L-3.01/4
1.6	RIPRAP	L-3.06/2
1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4
2.0	**WALLS : EMBANKMENTS**	
2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	TERTIARY WALL	L-3.03/1
2.6	GARDEN WALL	L-3.02/5
2.7	RAIL FENCE	L-3.02/6
2.8	GARDEN WALL COLUMN	L-3.03/2
2.9	BUILDER WALL	L-3.03/3
2.10	ENTRY MONUMENT	L-3.07
2.11	TYPICAL COLUMN SETBACK	L-2.00
2.12	RETAINING WALL	L-3.06/1
2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
2.14	POOL FENCE	L-3.04/2
2.15	POOL GATE	L-3.04/3
2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2
3.0	**MISCELLANEOUS ELEMENTS**	
3.1	MAILBOX	L-3.14
3.2	20' x 30' RAMADA	L-3.08
3.3	LANDSCAPE BENCH	L-3.11/2
3.4	PICNIC TABLE	L-3.11/1
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3.7	BARBEQUE GRILL	L-3.11/5
3.8	PET WASTE STATION	L-3.11/6
3.9	POOL RAMADA	L-3.09
3.10	HALF BASKETBALL COURT	L-3.10
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A	COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR B	COLOR SW 7046 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
COLOR C	SONORA CAP, COLOR SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR D (STEEL)	POWDER COATED, COLOR: RAL 1019 GREY BEIGE OAE
COLOR E	CONCRETE BASE, COLOR SW 7046 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
CONCRETE CAP	COLOR: NUSS BROWN BY MESA PRECAST OAE
STONE VENEER	MINNESOTA FIELDSTONE, COLOR CHABLIS BY CORONADO STONE OAE

GENERAL NOTES:
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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Material Details

Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 11/1/2021
3RD CD SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-3.06
9 of 53

19-0751

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A	COLOR: SW 7039 VIRTUAL TAUPE BY SHERWIN WILLIAMS OAE
COLOR B	COLOR SW 7040 SMOKEHOUSE BY SHERWIN WILLIAMS OAE
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SITE DETAIL KEYNOTES

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1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
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1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4

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2.5	"ERTIARY WALL	L-3.03/1
2.6	GARDEN WALL	L-3.02/5
2.7	RAIL FENCE	L-3.02/6
2.8	GARDEN WALL COLUMN	L-3.03/2
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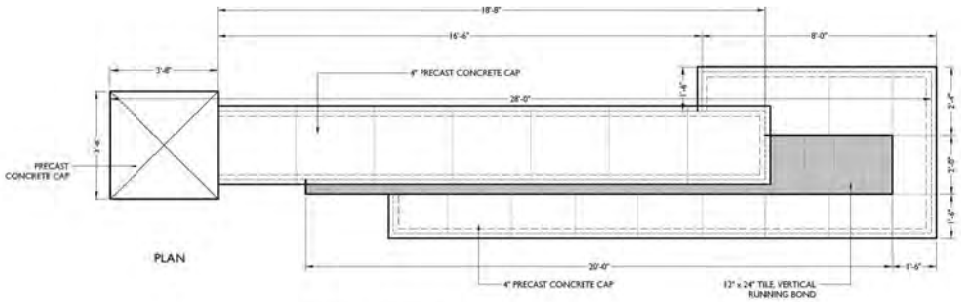
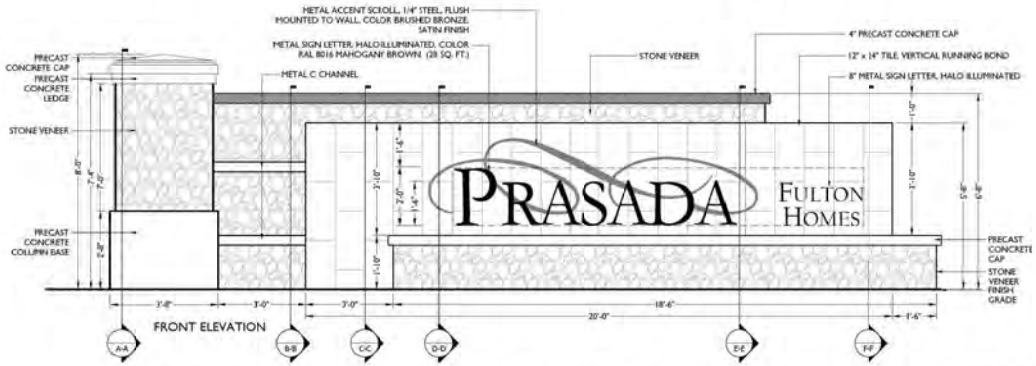
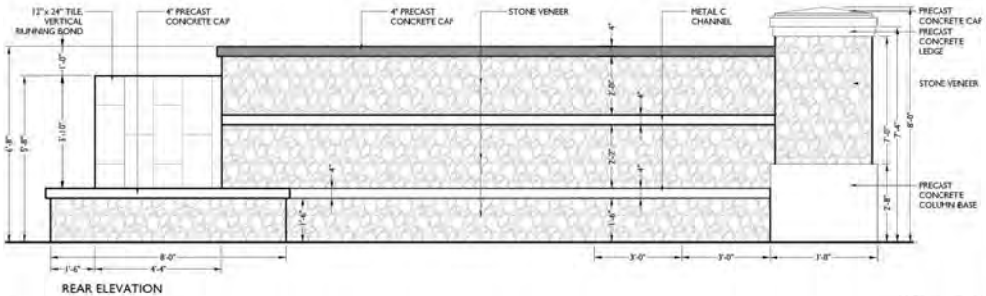
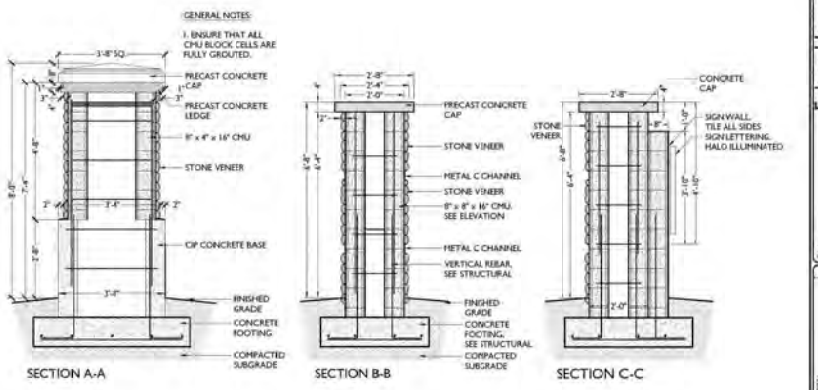
2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2

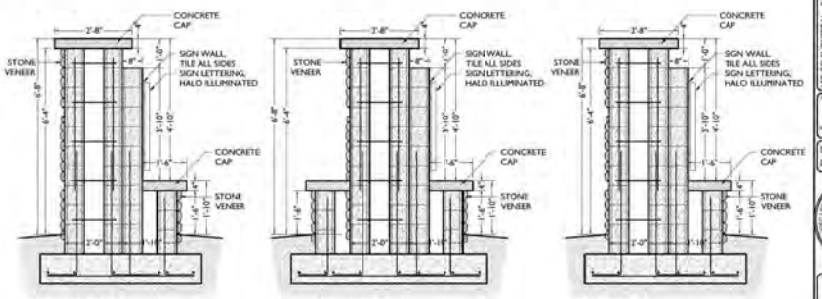
3.0 MISCELLANEOUS ELEMENTS











1 ENTRY MONUMENT
Scale: 1/2" = 1'-0"

2.10

2 ENTRY MONUMENT DETAILS
Scale: 1/2" = 1'-0"

2.10

EPS GROUP
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1ST CO SUBMITTAL - 8/30/2021
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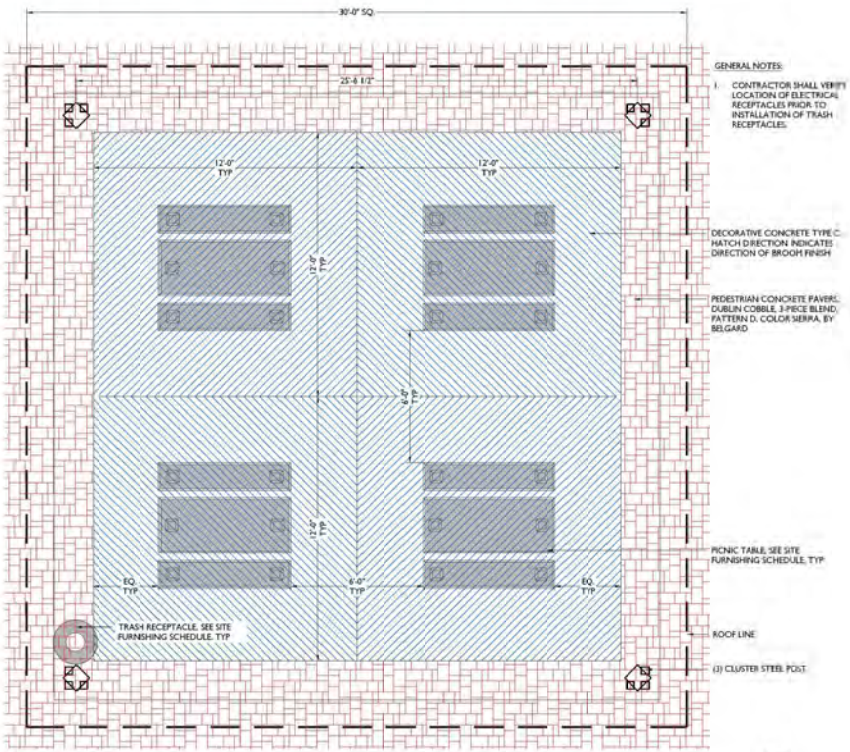
3RD CO SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No.
19-07511
CONSTRUCTION DOCUMENTATION

Sheet No.
L-3.07
10 of 53

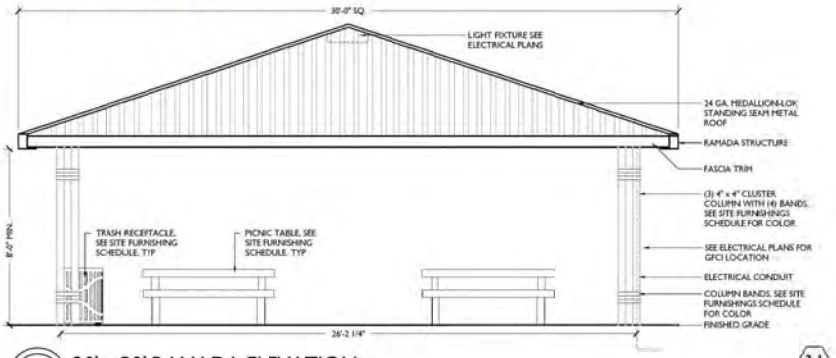
19-07511



1 **20' x 20' RAMADA LAYOUT PLAN** 3.1
Scale: 3/8" = 1'-0"

GENERAL NOTES:

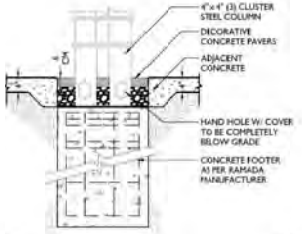
1. SHADE STRUCTURE FROM CLASSIC RECREATION, INC., 'MESA' MODEL. FINAL COLORS AND MATERIALS TO BE APPROVED BY LANDSCAPE ARCHITECT.
2. SEE SITE ELECTRICAL PLANS FOR LIGHTING REQUIREMENTS.



2 **20' x 20' RAMADA ELEVATION** 3.1
Scale: 3/8" = 1'-0"

NOTES:

1. FINAL FOOTING SIZE SHOULD BE DETERMINED BY A LOCAL SOILS ENGINEER AND IS THE RESPONSIBILITY OF THE CONTRACTOR/OWNER TO OBTAIN ONE. ENGINEERING MAY BE PROVIDED BY MANUFACTURER AT AN ADDITIONAL COST.
2. FOOTING MATERIAL AND INSTALLATION SHALL BE BY THE GENERAL CONTRACTOR.
3. DETAIL INTENT TO ILLUSTRATE RAMADA SLAB & FOOTING RELATIONSHIP. DETAIL IS FOR REFERENCE AND BIDDING PURPOSES ONLY. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.



3 **RAMADA SECTION** 3.1
Scale: 3/4" = 1'-0"

SITE FURNISHINGS SCHEDULE

ID	ITEM	MODEL & MANUFACTURER
PT	PICNIC TABLE	DS10IT BY WABASH VALLEY; OAE
LB	LANDSCAPE BENCH	6' CLASSIC WINGLINE BENCH BY WEBCOAT; OAE
TR	TRASH RECEPTACLE	32 GALLON CLASSIC STYLE BY WEBCOAT; OAE
BR	BICYCLE RACK	WAVE BIKE RACK, MSBR4 BY WEBCOAT; OAE
BG	BARBECUE GRILL	GR150N BY WABASH VALLEY; OAE
PW	PET WASTE STATION	MODEL J8804 BY ZERO WASTE USA ; OAE
RA	20' x 20' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PRA	12' x 40' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PS	PLAY STRUCTURE	BY LANDSCAPE STRUCTURES
SS	TOT LOT SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
PSS	POOL SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
UM	UMBRELLA SHADE	UM-1414 BY TENSHON OAE OAE

*SEE FULL SITE FURNISHING SCHEDULE ON SHEET L-0.02 FOR MORE INFORMATION

MATERIALS LEGEND

SYMBOL	ITEM	SIZE
	Decomposed Granite "Apache Brown" OAE Stabilized Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min. 1/4" Minus. 4" Compacted Depth
	Standard Concrete Paving	
	Decorative Concrete Paving Integral Color	Slip Resist Finish Davis Sequoia Sand 641
	Decorative Pavers Dublin Cobble - 3 Piece Blend	6cm Thick, Color: Sierra Blend by Belgard, Running bond as boarder, Pattern D
	Vehicular Alley Paver Cambridge Cobble - 3 Piece Blend	8 cm Thick, Color: Desert Blend by Belgard, Running bond as boarder
	Engineered Wood Fiber	
	Rip Rap "Apache Brown" OAE	3" - 6"
	Landscape Mow Strip (Extruded)	6" x 6"
	Kool Deck	Tile Under Pool Ramada (by Owner)

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0 PAVEMENTS

1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	COMPACT DECOMPOSED GRANITE	L-3.01/2
1.3	STANDARD CONCRETE PAVING	L-3.01/4
1.4	CONCRETE HEADER (EXTRUDED)	L-3.01/3
1.5	DECORATIVE CONCRETE PAVING	L-3.01/4
1.6	RIPRAP	L-3.06/2
1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4

2.0 WALLS / EMBANKMENTS

2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	TERTIARY WALL	L-3.03/1
2.6	GARDEN WALL	L-3.02/5
2.7	RAIL FENCE	L-3.02/6
2.8	GARDEN WALL COLUMN	L-3.03/2
2.9	BUILDER WALL	L-3.03/3
2.10	ENTRY MONUMENT	L-3.07
2.11	TYPICAL COLUMN SETBACK	L-2.00
2.12	RETAINING WALL	L-3.06/1
2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
2.14	POOL FENCE	L-3.04/2
2.15	POOL GATE	L-3.04/3
2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2

3.0 MISCELLANEOUS ELEMENTS

3.1	MAILBOX	L-3.14
3.2	20' x 20' RAMADA	L-3.08
3.3	LANDSCAPE BENCH	L-3.11/2
3.4	PICNIC TABLE	L-3.11/1
3.5	TRASH RECEPTACLE	L-3.11/3
3.6	BIKE RACK	L-3.11/4
3.7	BARBEQUE GRILL	L-3.11/5
3.8	PET WASTE STATION	L-3.11/6
3.9	POOL RAMADA	L-3.09
3.10	HALF BASKETBALL COURT	L-3.10
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

NOTES:

1. UNLESS THIS SHEET IS ALSO SEALED BY A REGISTERED STRUCTURAL ENGINEER LICENSED IN THE STATE OF ARIZONA THE INFORMATION FOR ALL WALLS, COLUMNS AND STRUCTURES ILLUSTRATED ON THIS PLAN IS FOR REFERENCE ONLY & UNDER SEPERATE PERMIT.
2. STRUCTURAL PLANS SHALL BE PROVIDED BY OTHERS TO THE OWNER. STRUCTURAL PLANS, DETAILS, DIAGRAMS AND CALCULATIONS SHALL BE PREPARED AND SEALED BY A REGISTERED STRUCTURAL ENGINEER LICENSED IN THE STATE OF ARIZONA FOR ALL WALL, COLUMNS AND STRUCTURES ILLUSTRATED ON THIS PLAN. THIS ENGINEERING INFORMTION WILL BE SUBMITTED TO THE CITY, TOWN OR COUNTY BY THE OWNER.
3. ALL SIGNAGE REQUIRES A SEPARATE PERMIT.

EPS GROUP
1130 N Alma School Rd, Ste 140
Mesa, AZ 85201
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w w w . e p s g r o u p . c o m

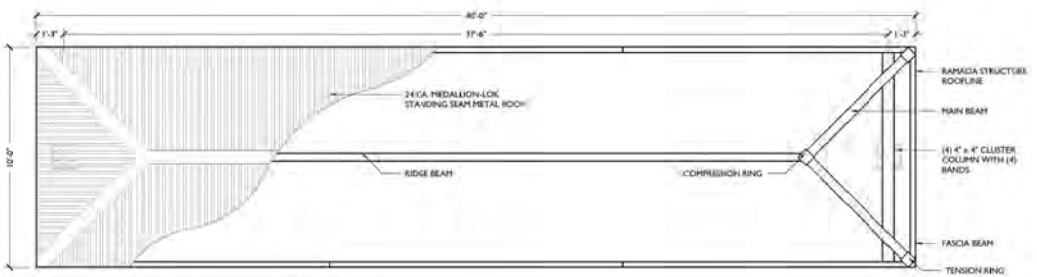
Project: Fulton Homes Prasada Phase 1B
Sonoma Avenue
Ramada

Revisions:
1ST CD SUBMITTAL - 8/20/2021
2ND CD SUBMITTAL - 12/13/2021
3RD CD SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

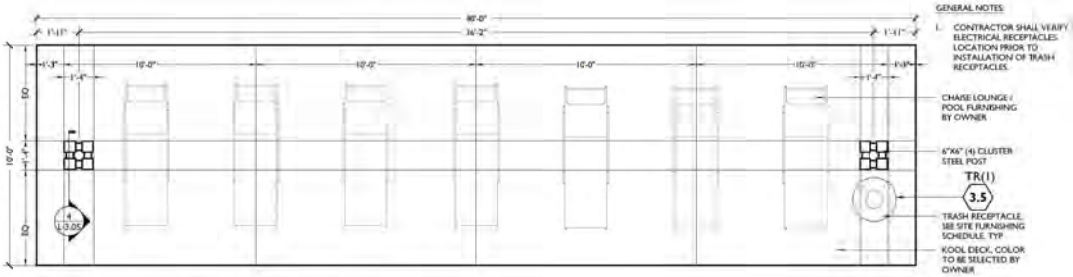
Job No. 19-0751
CONSTRUCTION DOCUMENTATION
Sheet No. L-3.08
2 of 53

19-0751



1 POOL RAMADA ROOF PLAN

Scale: 3/8" = 1'-0"

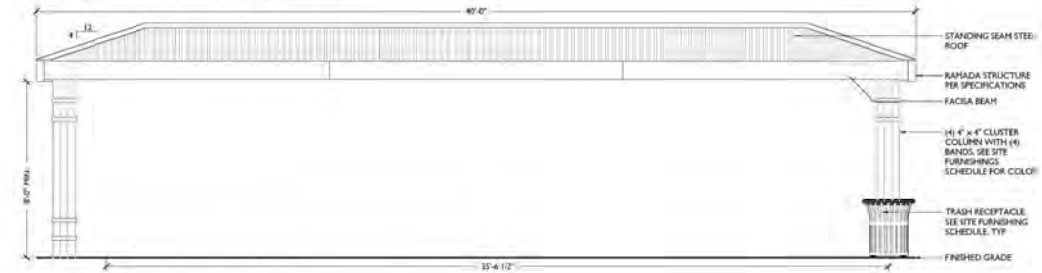


2 POOL RAMADA LAYOUT PLAN

Scale: 3/8" = 1'-0"

GENERAL NOTES:

1. SHADE STRUCTURE FROM CLASSIC RECREATION, INC., 'MESA' MODEL. FINAL COLORS AND MATERIALS TO BE APPROVED BY LANDSCAPE ARCHITECT.
2. SEE SITE ELECTRICAL PLANS FOR LIGHTING REQUIREMENTS.



3 POOL RAMADA FRONT ELEVATION

Scale: 3/8" = 1'-0"

GENERAL NOTES:

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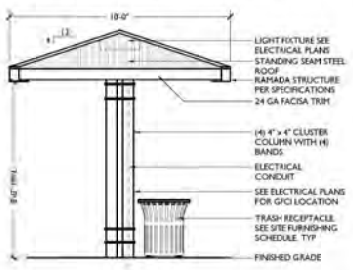
2. STRUCTURAL ENGINEERING WILL BE A DEFERRED SUBMITTAL.



4 POOL RAMADA SIDE ELEVATION

Scale: 3/8" = 1'-0"

SITE FURNISHINGS SCHEDULE

ID	ITEM	MODEL & MANUFACTURER
PT	PICNIC TABLE	DS101T BY WABASH VALLEY; OAE
LB	LANDSCAPE BENCH	6' CLASSIC WINGLINE BENCH BY WEBCOAT; OAE
TR	TRASH RECEPTACLE	32 GALLON CLASSIC STYLE BY WEBCOAT; OAE
BR	BICYCLE RACK	WAVE BIKE RACK MSBR4 BY WEBCOAT; OAE
BG	BARBECUE GRILL	GR150INBY WABASH VALLEY; OAE
PW	PET WASTE STATION	MODEL JB004 BY ZERO WASTE USA ; OAE
RA	20' x 20' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
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PS	PLAY STRUCTURE	BY LANDSCAPE STRUCTURES
SS	TOT LOT SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
PSS	POOL SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
UM	UMBRELLA SHADE	UM-1414 BY TENSHION OAE OAE

SEE FULL SITE FURNISHING SCHEDULE ON SHEET L-0.02 FOR MORE INFORMATION

NOTES:

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NOTES:

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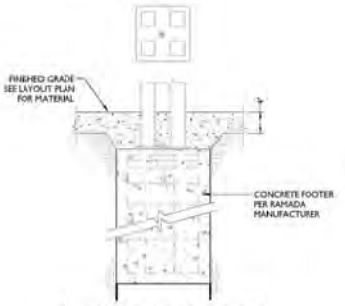

5 RAMADA (4) CLUSTER POST FOOTING DETAIL

Scale: 3/4" = 1'-0"

EPS GROUP
1530 N. Alma School Rd., Ste. 149
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Project: Fulton Homes Prasada Phase 1B
Sonoma Ranch
Ramada

Revisions:
1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 10/11/2021
3RD CO SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

Job No. 19-0751
CONSTRUCTION DOCUMENTATION
Sheet No. L-3.09
23 of 53

SPORT COURT EQUIPMENT SUMMARY

BASKETBALL POLE	1527P, COLOR 880 DARK BRONZE BY DAVE BANG ASSOCIATES
BASKETBALL BOARD	#26 (1/4") STEEL BY DAVE BAND ASSOCIATES; COLOR 550 WHITE BY DAVE BANG ASSOCIATES
BASKETBALL GOAL & NET	#45 HEAVY-DUTY DOUBLE RIM WITH UNIVERSAL MOUNTING PLATE. #34 SUPER NYLON NET BY DAVE BANG ASSOCIATES
BASKETBALL COURT	COURT COLOR: BEIGE BY LAYKOLD; STRIPES COLOR: WHITE

SITE DETAIL KEYNOTES

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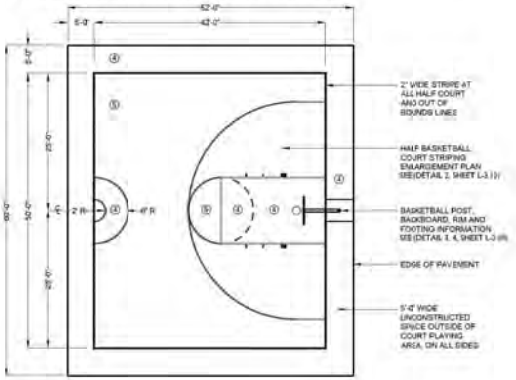
3.14	POOL UMBRELLA SHADE	L-3.12/2

GENERAL NOTES:

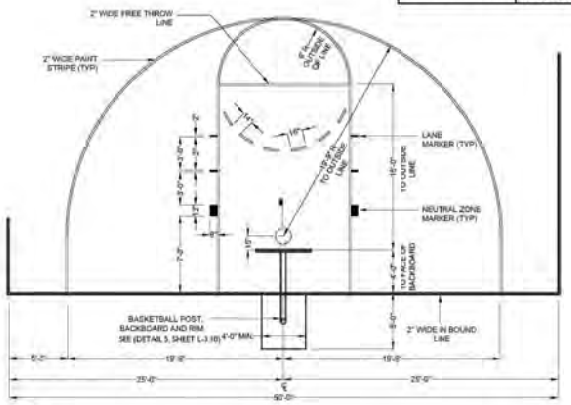
1. ALL DIMENSIONS ARE FROM INSIDE LINES UNLESS OTHERWISE NOTED.
2. ALL STRIPING LINES SHALL BE 2" IN WIDTH EXCEPT FOR THE NEUTRAL ZONE MARKER AS INDICATED ON THE ENLARGEMENT PLAN.
3. ALL STRIPING SHALL BE IN WHITE PAINT.
4. PLEXIPAVE® ACRYLIC SPORTS COATING (BEIGE COLOR) AS APPROVED BY OWNER).
5. PLEXIPAVE® ACRYLIC SPORTS COATING (BEIGE COLOR) AS APPROVED BY OWNER.



PLAN

1 HALF BASKETBALL COURT

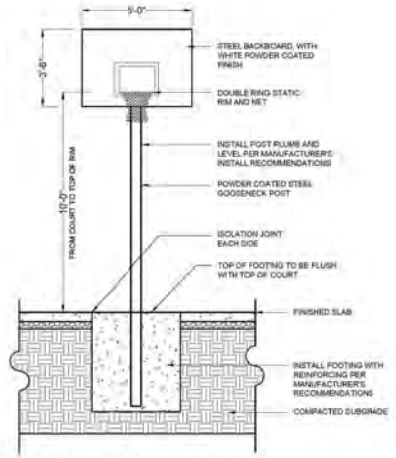
Scale: 3/32" = 1'-0"



PLAN

2 BASKETBALL COURT STRIPING ENLARGEMENT

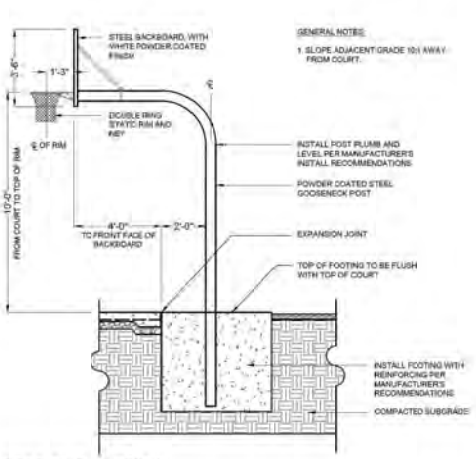
Scale: 3/16" = 1'-0"



FRONT ELEVATION / SECTION

3 BASKETBALL POST AND GOAL

Scale: 3/8"= 1'-0"



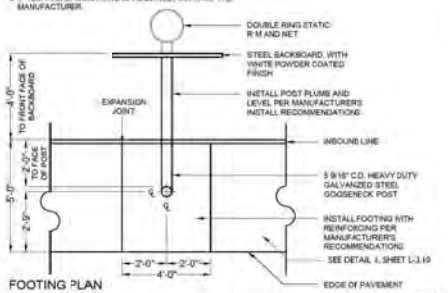
GENERAL NOTES:

1. SLOPE ADJACENT GRADE 10(-) AWAY FROM COURT.

SIDE ELEVATION / SECTION

4 BASKETBALL POST AND GOAL

Scale: 3/8"=1'-0"



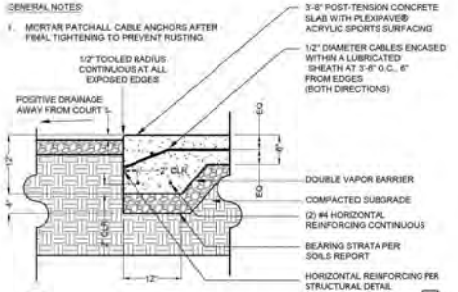
GENERAL NOTES:

1. BEFORE DIGGING, CONTACT UTILITY COMPANY TO LOCATE UNDERGROUND UTILITIES.
2. ENSURE THAT THERE ARE NO OVERHEAD POWER LINES WITHIN 20'-0" RADIUS OF POLE LOCATION.
3. IF TECHNICAL ASSISTANCE IS REQUIRED, CONTACT THE MANUFACTURER.

FOOTING PLAN

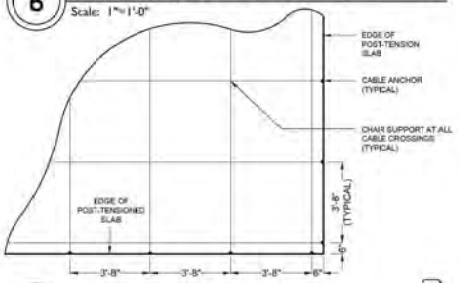
5 BASKETBALL POST AND GOAL

Scale: 3/8"=1'-0"



6 BASKETBALL COURT PAVING

Scale: 1"= 1'-0"



7 POST-TENSION SLAB

Scale: 3/8"=1'-0"

EPS GROUP
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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Sport Courts

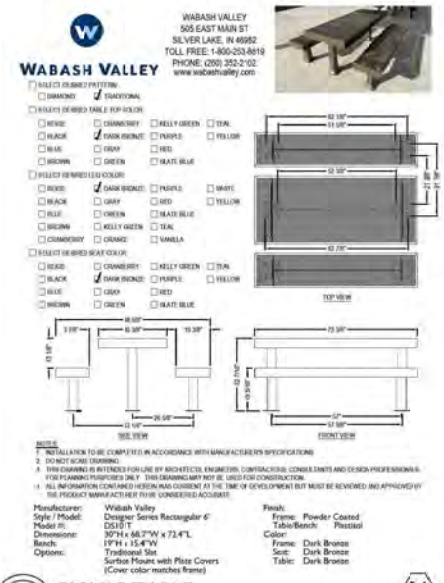
Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 12/13/2021
3RD CD SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

Eol No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-3.10
23 of 53

19-0751



Manufacturer: Wabash Valley
Style / Model: Designer Series Rectangular 6'
Model #: DS10'T
Dimensions: 30"H x 66.2"W x 72.4"L
Bench: 19"H x 15.4"W
Options: Traditional Slat
Surface Mount with Plate Covers
(Cover color matches frame)

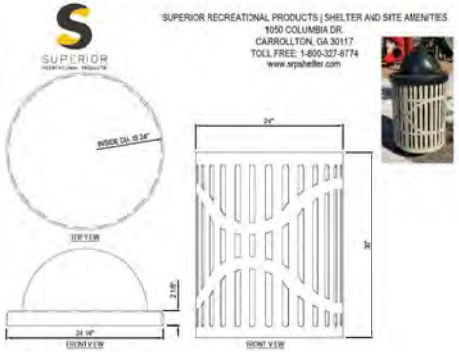
Finish:
Frame: Powder Coated
Table/Bench: Plastisol
Color:
Frame: Dark Bronze
Seat: Dark Bronze
Table: Dark Bronze

1 PICNIC TABLE 3.4
NTS

Manufacturer: Webcoat
Style / Model: 6' Classic Wingline Bench
Model #: 86WBCLASSICWINGLINESM-POLY
Dimensions: 38"H x 26"W x 72"L
Options: Surface Mount W/ Plate Covers,
Color Match Frame Color

Finish: Textured Polyethylene
Color:
Frame: Spartan Bronze
Seat: Clay

2 LANDSCAPE BENCH 3.3
NTS



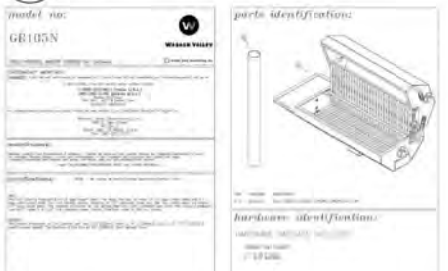
Manufacturer: Webcoat
Style / Model: 32 Gallon Classic Style
Model #: TR32CLASSIC
Dimensions: 30"H x 24"W

Options: Surface mount on concrete. In-ground mount in decomposed granite
Dome lid
Color:
Lid: Spartan Brown
Base: Clay

3 TRASH RECEPTACLE 3.5
NTS

Manufacturer: Webcoat
Style / Model: Wave Bike Rack
Model #: MSBR4 (4 Humps)
Dimensions: 30"H x 68.7"W x 72.4"L
Options: In-ground Mount
Color: Spartan Bronze

4 BIKE RACK 3.6
NTS



5 BARBEQUE GRILL 3.7
NTS

Manufacturer: ZerowasteUSA.com
Style / Model: The Savvy Dog Waste Seasons SINGLpul Bag System
Model #: JJB004GREEN
Dimensions: 72"H x 13"W
Options: In-ground Mount

6 PET WASTE STATION 3.8
NTS

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0 PAVEMENTS

1.1	DECOMPOSED GRANITE	L-3.01/1
1.2	COMPACT DECOMPOSED GRANITE	L-3.01/2
1.3	STANDARD CONCRETE PAVING	L-3.01/4
1.4	CONCRETE HEADER (EXTRUDED)	L-3.01/3
1.5	DECORATIVE CONCRETE PAVING	L-3.01/4
1.6	RIPRAP	L-3.06/2
1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4

2.0 WALLS : EMBANKMENTS

2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	TERTIARY WALL	L-3.03/1
2.6	GARDEN WALL	L-3.02/5
2.7	RAIL FENCE	L-3.02/6
2.8	GARDEN WALL COLUMN	L-3.03/2
2.9	BUILDER WALL	L-3.03/3
2.10	ENTRY MONUMENT	L-3.07
2.11	TYPICAL COLUMN SETBACK	L-2.00
2.12	RETAINING WALL	L-3.06/1
2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
2.14	POOL FENCE	L-3.04/2
2.15	POOL GATE	L-3.04/3
2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2

3.0 MISCELLANEOUS ELEMENTS

3.1	MAILBOX	L-3.14
3.2	20' x 30' RAMADA	L-3.08
3.3	LANDSCAPE BENCH	L-3.11/2
3.4	PICNIC TABLE	L-3.11/1
3.5	TRASH RECEPTACLE	L-3.11/3
3.6	BIKE RACK	L-3.11/4
3.7	BARBEQUE GRILL	L-3.11/5
3.8	PET WASTE STATION	L-3.11/6
3.9	POOL RAMADA	L-3.09
3.10	HALF BASKETBALL COURT	L-3.10
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

SITE FURNISHINGS SCHEDULE

ID	ITEM	MODEL & MANUFACTURER
PT	PICNIC TABLE	DS10'T BY WABASH VALLEY; OAE
LB	LANDSCAPE BENCH	6' CLASSIC WINGLINE BENCH BY WEBCOAT; OAE
TR	TRASH RECEPTACLE	32 GALLON CLASSIC STYLE BY WEBCOAT; OAE
BR	BICYCLE RACK	WAVE BIKE RACK MSBR4 BY WEBCOAT; OAE
BG	BARBECUE GRILL	GR1550N BY WABASH VALLEY; OAE
PW	PET WASTE STATION	MODEL JJB004 BY ZERO WASTE USA ; OAE
PA	30' x 30' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PRA	10' x 40' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PS	PLAY STRUCTURE	BY LANDSCAPE STRUCTURES
SS	TOT LOT SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
PSS	POOL SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
UM	UMBRELLA SHADE	UM-14H BY TENSHION OAE OAE

SEE FULL SITE FURNISHING SCHEDULE ON SHEET L-0.02 FOR MORE INFORMATION

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Project: Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Site Furnishing

Revisions:
1ST CD SUBMITTAL - 8/20/2021
2ND CD SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-3.11
34 of 58

SITE FURNISHINGS SCHEDULE

ID	ITEM	MODEL & MANUFACTURER
PT	PICNIC TABLE	DS101T BY WABASH VALLELY; OAE
LB	LANDSCAPE BENCH	6' CLASSIC WINGLINE BENCH BY WEBCOAT; OAE
TR	TRASH RECEPTACLE	32 GALLON CLASSIC STYLE BY WEBCOAT; OAE
BR	BICYCLE RACK	WAVE BIKE RACK MSBR4 BY WEBCOAT; OAE
BG	BARBECUE GRILL	GR150N BY WABASH VALLEY; OAE
PW	PET WASTE STATION	MODEL JB004 BY ZERO WASTE USA ; OAE
RA	30' x 30' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PRA	10' x 40' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PS	PLAY STRUCTURE	BY LANDSCAPE ITRUCTURES
SS	TOT LOT SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
PSS	POOL SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
UM	UMBRELLA SHADE	UM-1414 BY TENSHION OAE OAE

SEE FULL SITE FURNISHING SCHEDULE ON SHEET L-0.00 FOR MORE INFORMATION

SITE DETAIL KEYNOTES

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1.0 PAVEMENTS

1.1	DECOMPOSED GRANITE	L-3.01/1
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1.6	RIPRAP	L-3.06/2
1.7	DECORATIVE CONCRETE PAVER	L-3.01/5
1.8	PLAYGROUND ENGINEERED WOOD FIBER	L-3.01/6
1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
1.10	VEHICULAR ALLEY PAVER	L-3.03/4

2.0 WALLS / EMBANKMENTS

2.1	PRIMARY THEME WALL	L-3.02/1
2.2	SECONDARY THEME WALL	L-3.02/2
2.3	PRIMARY THEME WALL COLUMN	L-3.02/3
2.4	SECONDARY THEME WALL COLUMN	L-3.02/4
2.5	TERTIARY WALL	L-3.03/1
2.6	GARDEN WALL	L-3.02/5
2.7	RAIL FENCE	L-3.02/6
2.8	GARDEN WALL COLUMN	L-3.03/2
2.9	BUILDER WALL	L-3.03/3
2.10	ENTRY MONUMENT	L-3.07
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3.0 MISCELLANEOUS ELEMENTS

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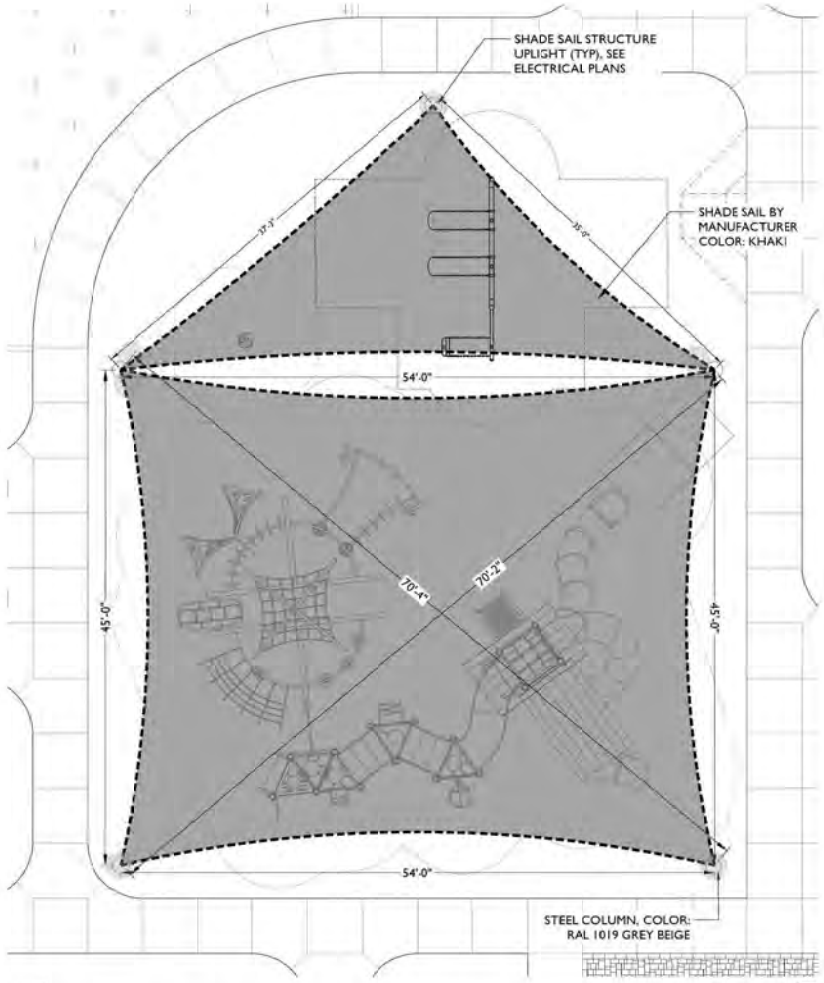
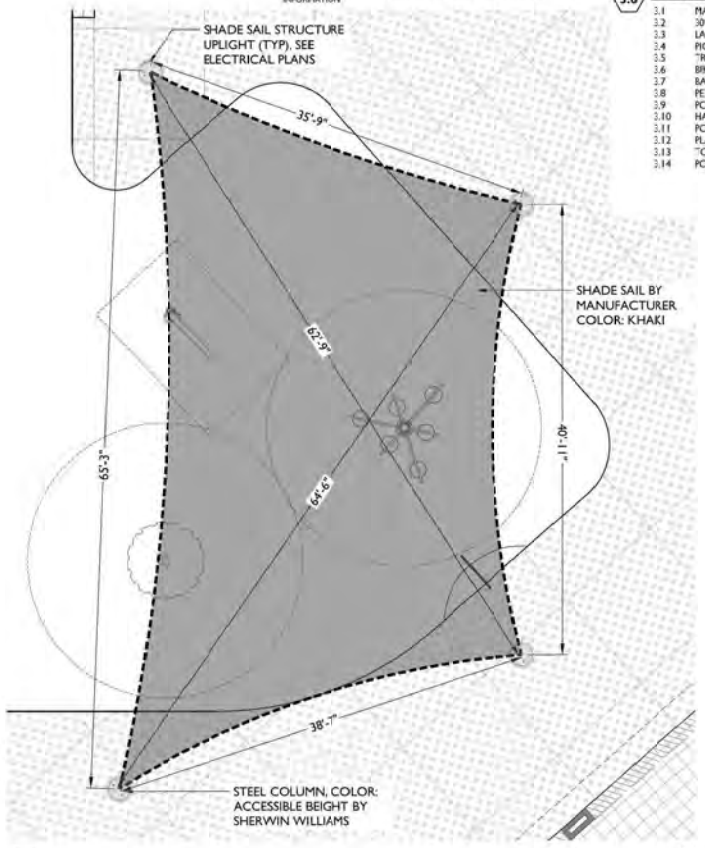
3.10	HALF BASKETBALL COURT	L-3.10
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2



1 TOT LOT SHADE STRUCTURE
NTS

3.13



2 POOL SHADE STRUCTURE
NTS

3.11

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Project:
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Phase 1B
Surprise, Arizona

Site Furnishing

Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 11/10/2021
3RD CD SUBMITTAL - 04/13/2022

Designed: AES
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-3.12
35 of 53

19-0751

SITE DETAIL KEYNOTES

PAGE #/DETAIL #

1.0 PAVEMENTS

1.1	DECOMPOSED GRANITE	L-3.01/1
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2.10	ENTRY MONUMENT	L-3.07
2.11	TYPICAL COLUMN SETBACK	L-2.00
2.12	RETAINING WALL	L-3.06/1
2.13	AQUATIC CENTER SIGN WALL	L-3.04/1
2.14	POOL FENCE	L-3.04/2
2.15	POOL GATE	L-3.04/3
2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2

3.0 MISCELLANEOUS ELEMENTS

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3.2	20' x 30' RAMADA	L-3.08
3.3	LANDSCAPE BENCH	L-3.11/2
3.4	PICNIC TABLE	L-3.11/1
3.5	TRASH RECEPTACLE	L-3.11/3
3.6	BIKE RACK	L-3.11/4
3.7	BARBEQUE GRILL	L-3.11/5
3.8	PET WASTE STATION	L-3.11/6
3.9	POOL RAMADA	L-3.09
3.10	HALF BASKETBALL COURT	L-3.10
3.11	POOL SHADE STRUCTURE	L-3.12/2
3.12	PLAY STRUCTURE	L-3.13
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

SITE FURNISHINGS SCHEDULE

ID	ITEM	MODEL & MANUFACTURER
PT	PICNIC TABLE	DS101T BY WABASH VALLEY; OAE
LB	LANDSCAPE BENCH	6' CLASSIC WINGLINE BENCH BY WEBCOAT; OAE
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BR	BICYCLE RACK	WAVE BIKE RACK MSBR4 BY WEBCOAT; OAE
BG	BARBECUE GRILL	GR150N BY WABASH VALLEY; OAE
PW	PET WASTE STATION	MODEL #8004 BY ZERO WASTE USA ; OAE
RA	30' x 30' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
PRA	10' x 40' RAMADA	MESA 20' x 20' BY CLASSIC RECREATION; OAE
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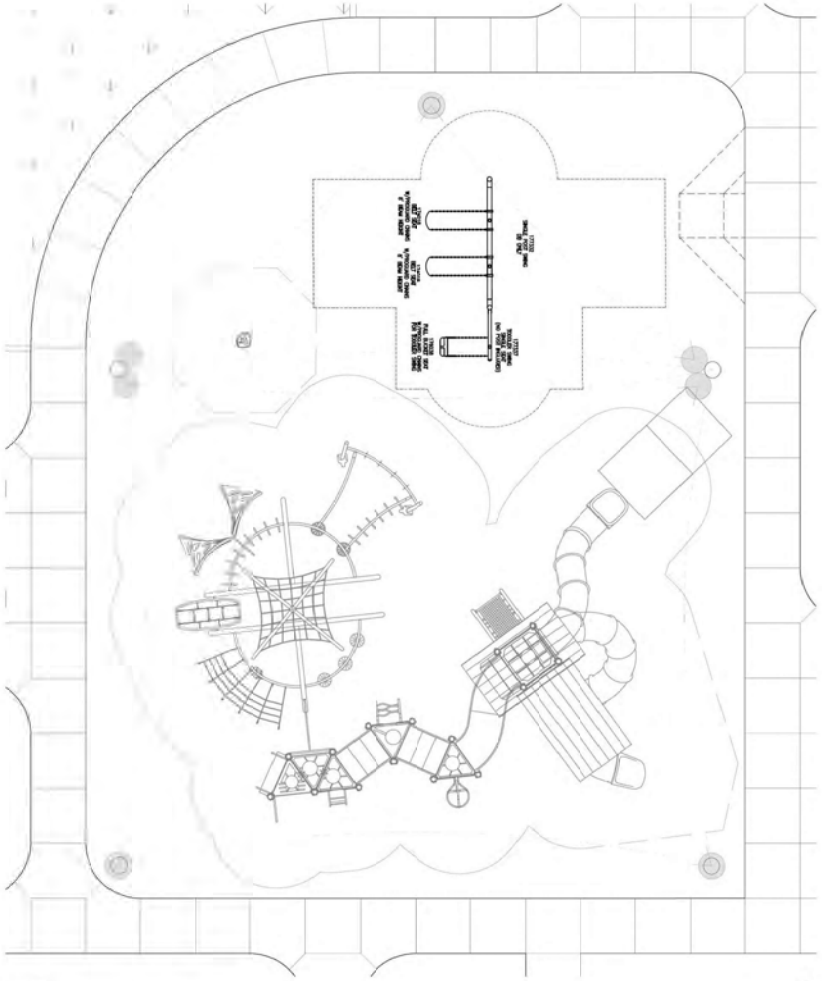
SS	TOT LOT SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
PSS	POOL SHADE SAIL STRUCTURE	CUSTOM BY TENSHION; OAE
UM	UMBRELLA SHADE	UM-14H BY TENSHION OAE OAE

SEE FULL SITE FURNISHING SCHEDULE ON SHEET L-0.02 FOR MORE INFORMATION



1 PLAY STRUCTURE 3.12
NTS

2 POOL UMBRELLA SHADE 3.14
NTS

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Project:
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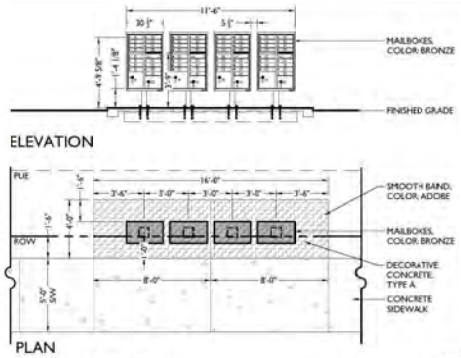
Drawn: AES
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-3.13
26 of 53



1 MAILBOX 3.1
Scale: 1/2" = 1'-0"

MAILBOX LEGEND

MAILBOX A	• 64 HOUSES • (4) 16 UNIT BOX USED • 0 EMPTY UNITS
MAILBOX B	• 64 HOUSES • (4) 16 UNIT BOX USED • 0 EMPTY UNITS
MAILBOX C	• 64 HOUSES • (4) 16 UNIT BOX USED • 0 EMPTY UNITS
MAILBOX D	• 64 HOUSES • (4) 16 UNIT BOX USED • 0 EMPTY UNITS

MATERIALS LEGEND

SYMBOL	ITEM	SIZE
	Decomposed Gran te "Apache Brown" OAE	3/4" Screened 2" Depth, M n.
	Stab zed Decomposed Gran te "Apache Brown" OAE	1/4" M nus 4" Compacted Depth
	Standard Concrete Pav ng	
	Decorative Concrete Paving Integral Color	Salt Rock Finish Davis Sequoia Sand 641
	Decorative Pavers Dublin Cobble - 3 Piece Blend	(6cm Thick, Color: Sierra Blend by Belgard, Running bond w/ border, Pattern D
	Vehicular Alley Paver Cambridge Cobble - 3 Piece Blend	8 cm Thick, Color: Desert Blend by Belgard, Running bond w/ border
	Eng neered Wood Fiber	
	R p Rap "Apache Brown" OAE	3" - 6"
	Landscape Mow Str p (Extruded)	6" x 6"
	Koo Deck	T e Under Poo Ramada (by Owner)

SITE DETAIL KEYNOTES

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1.0 PAVEMENTS

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1.9	PLAYGROUND ADA ACCESS RAMP	L-3.01/7,8
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2.0 WALLS / EMBANKMENTS

2.1	PRIMARY THEME WALL	L-3.02/1
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2.16	POOL ENCLOSURE	L-3.04/4
2.17	RAIL FENCE WALL	L-3.05/1
2.18	RAIL FENCE WALL COLUMN	L-3.05/2

3.0 MISCELLANEOUS ELEMENTS

3.1	MAILBOX	L-3.14
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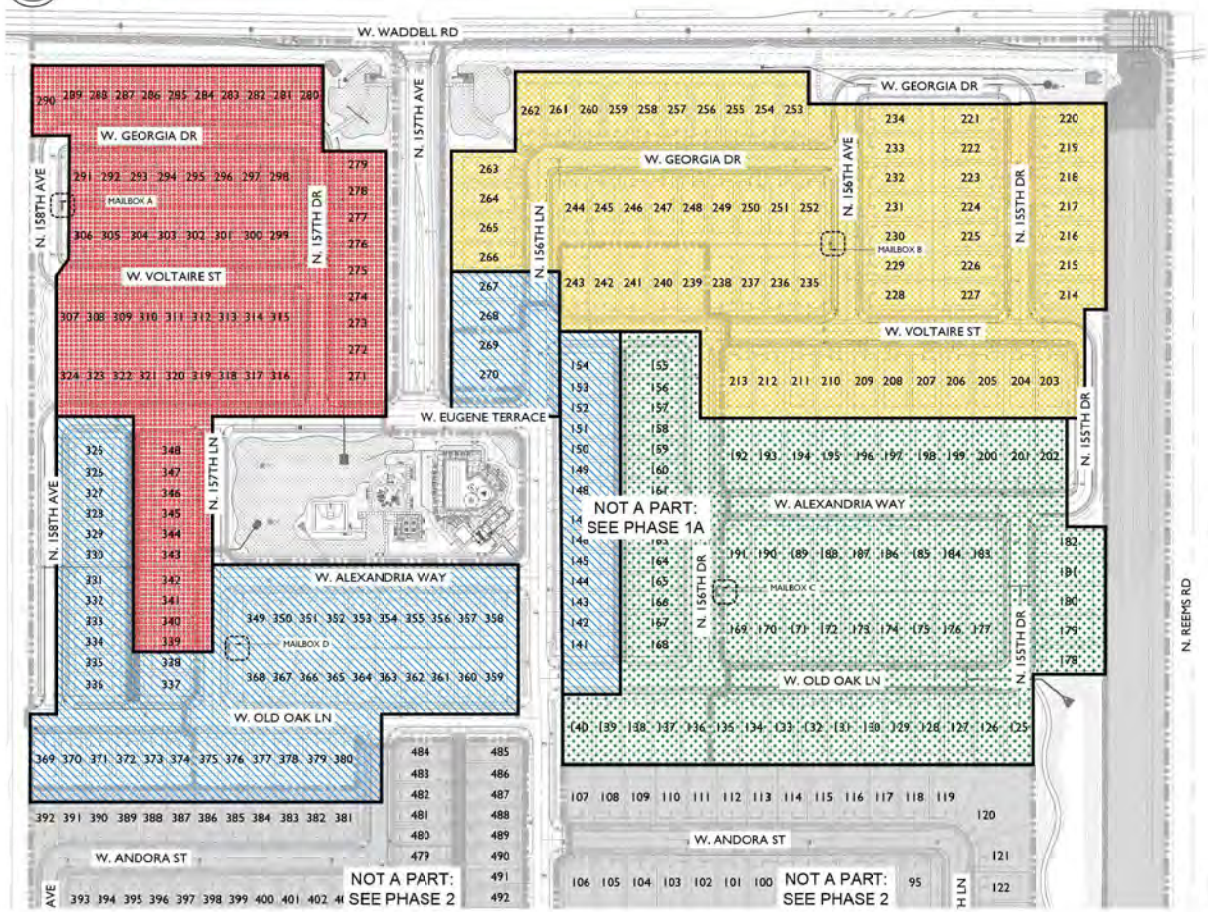
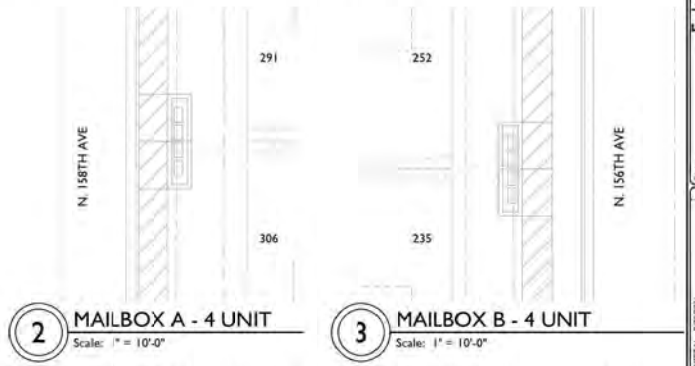
3.13	TOT LOT SHADE STRUCTURE	L-3.12/1
3.14	POOL UMBRELLA SHADE	L-3.12/2

NORTH

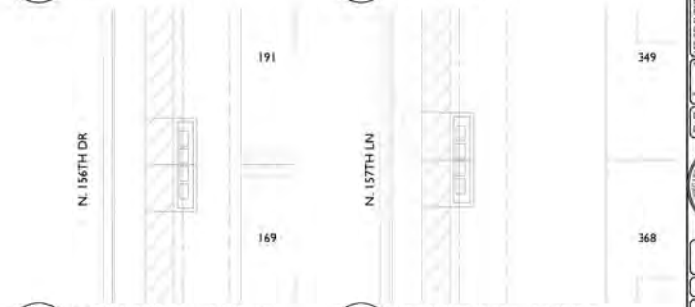


NOTE:
CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO CONSTRUCTION.



2 MAILBOX A - 4 UNIT
Scale: 1" = 10'-0"

3 MAILBOX B - 4 UNIT
Scale: 1" = 10'-0"



4 MAILBOX C - 4 UNIT
Scale: 1" = 10'-0"

5 MAILBOX D - 4 UNIT
Scale: 1" = 10'-0"

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Project: Fulton Homes Prasada Phase 1B
Surprise, Arizona

Mailbox Plan

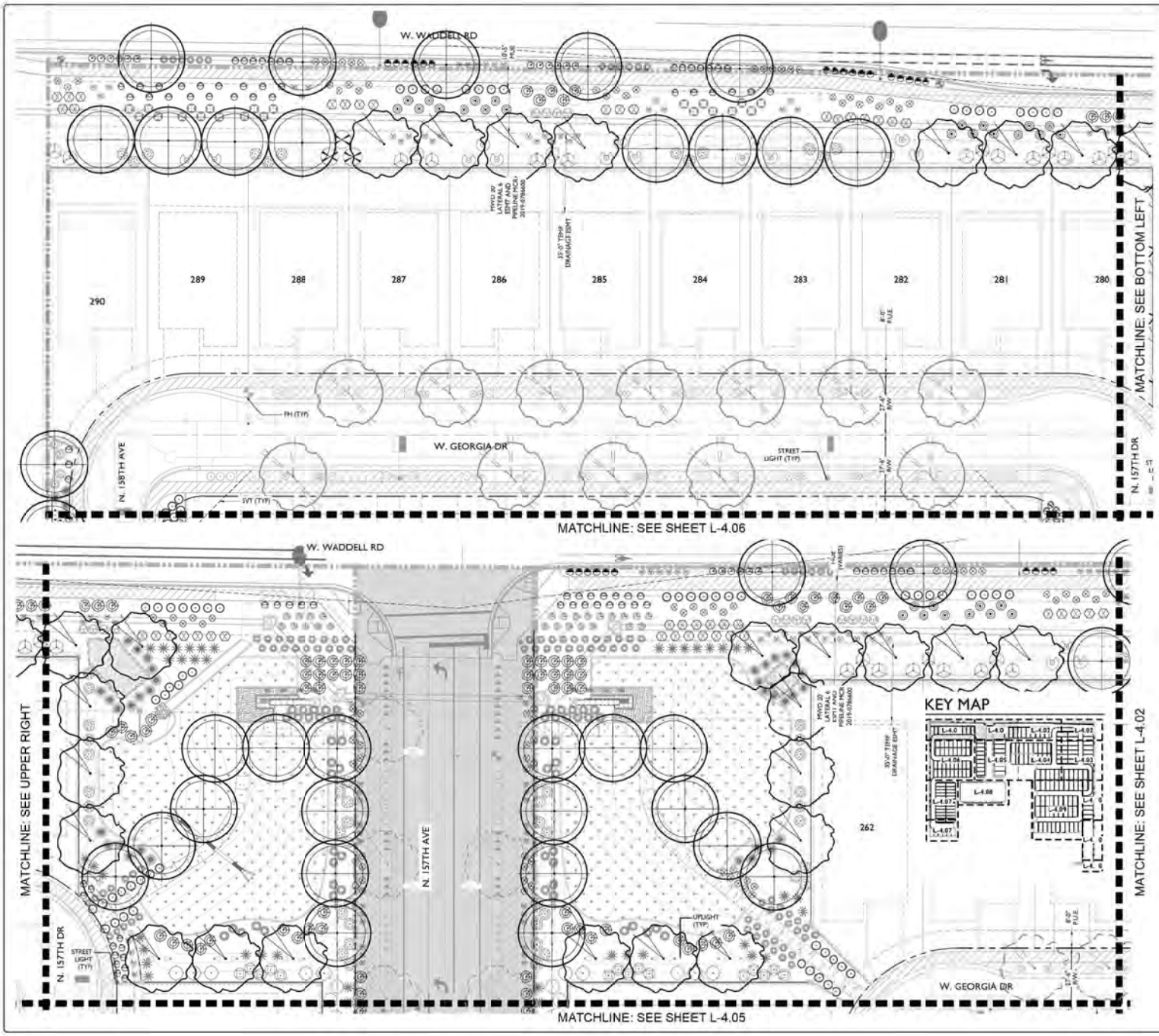
Revisions:
1ST CD SUBMITTAL - 8/8/2021
2ND CD SUBMITTAL - 12/13/2021
3RD CD SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No. 19-0751
CONSTRUCTION DOCUMENTATION
Sheet No. L-3.14
27 of 33

19-0751

19-0751



PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Phoenix dactylifera	Date Palm	20' Matched
	Pistacia X 'Red Push'	Red Push Pistache	24" Box 36" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana	Live Oak	24" Box 36" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box 36" Box

SHRUBS/ACCENTS	COMMON NAME	SIZE
Agave americana	Century Plant	5 Gal
Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
Calliandra eriophylla	Pink Fairy Duster	5 Gal
Callistemon viminalis 'Little John'	Little John	5 Gal
Dasylirion wheeleri	Desert Spoon	5 Gal
Encelia farinosa	Brittlebush	5 Gal
Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
Gossypium harkensis	San Marcos Hibiscus	5 Gal
Hesperaloe funifera	Giant Hesperaloe	5 Gal
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
Justicia spicigera	Mexican Honeysuckle	5 Gal
Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
Muhlenbergia rigens	Deer Grass	5 Gal
Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
Ruellia brittoniana	Purple Ruellia	5 Gal
Russelia equisetiformis	Coral Fountain	5 Gal
Ruellia peninsularis	Desert Ruellia	5 Gal
Senna artemisiodes	Feathery Cassia	5 Gal
Senna nemophila	Desert Cassia	5 Gal
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
Convolvulus cneorum	Bush Morning Glory	1 Gal
Da ea cap tata'S erra Go d'	S erra Go d Da ea	1 Gal
Dalea greggii	Trailing Indigo Bush	5 Gal
Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal
Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal
Sphagneticola trilobata	Yellow Dot	1 Gal

TURF & INERT MATERIALS		
Cynodon dactylon 'Midiron'	Midiron ®	Sod
Decomposed Granite "Apache Brown" DAE	3/4" Screened 2" Depth, Min	

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Project:
Fulton Homes Prasada
Phase 1B
Surprise, Arizona

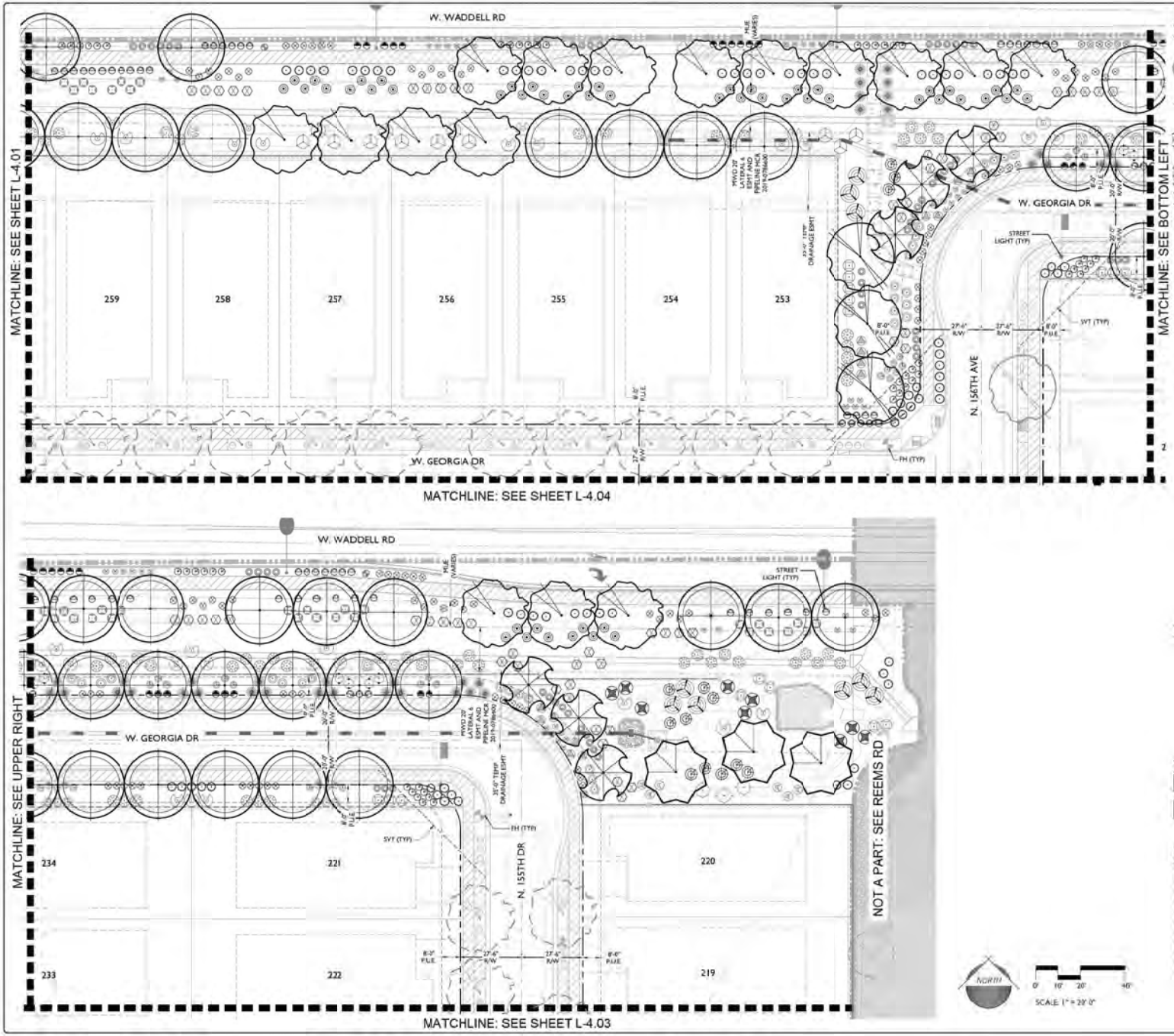
Landscape Plans

Revisions:
1ST CD SUBMITTAL - 8/20/2021
2ND CD SUBMITTAL - 12/10/2021
3RD CD SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.01
28 of 53



PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
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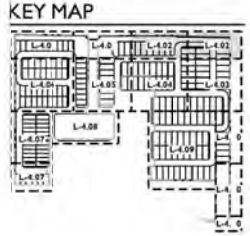
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Phoenix dactylifera	Date Palm	22' Matched
	Pistacia X 'Red Push'	Red Push Pistache	24" Box 36" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana	Live Oak	24" Box 36" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box 36" Box

SHRUBS/ACCENTS	COMMON NAME	SIZE
Agave americana	Century Plant	5 Gal
Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
Calliandra eriophylla	Pink Fairy Duster	5 Gal
Callistemon viminalis 'Little John'	Little John	5 Gal
Dasylirion wheeleri	Desert Spoon	5 Gal
Encelia farinosa	Brittlebush	5 Gal
Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
Gossypium harknessii	San Marcos Hibiscus	5 Gal
Hesperaloe funifera	Giant Hesperaloe	5 Gal
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
Justicia spicigera	Mexican Honeysuckle	5 Gal
Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
Muhlenbergia rigens	Deer Grass	5 Gal
Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
Ruellia brittoniana	Purple Ruellia	5 Gal
Russelia equisetiformis	Coral Fountain	5 Gal
Ruellia peninsularis	Desert Ruellia	5 Gal
Senna artemisioides	Feathery Cassia	5 Gal
Senna nemophila	Desert Cassia	5 Gal
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
Convolvulus cneorum	Bush Morning Glory	1 Gal
Dasylirion cappata 'Sierra Gold'	Sierra Gold Dasylirion	1 Gal
Dalea greggii	Trailing Indigo Bush	5 Gal
Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal
Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal
Sphagneticola trilobata	Yellow Dot	1 Gal

TURF & INERT MATERIALS		
Cynodon dactylon 'Midiron'	Midiron †	Sod
Decomposed Granite "Apache Brown" DAE	3/4" Screened 2" Depth, Min	

KEY MAP



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Fulton Homes Prasada
Phase 1B
Scottsdale, Arizona

Landscape Plans

Project:

Revisions:

1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 11/15/2021
3RD CO SUBMITTAL - 04/13/2022

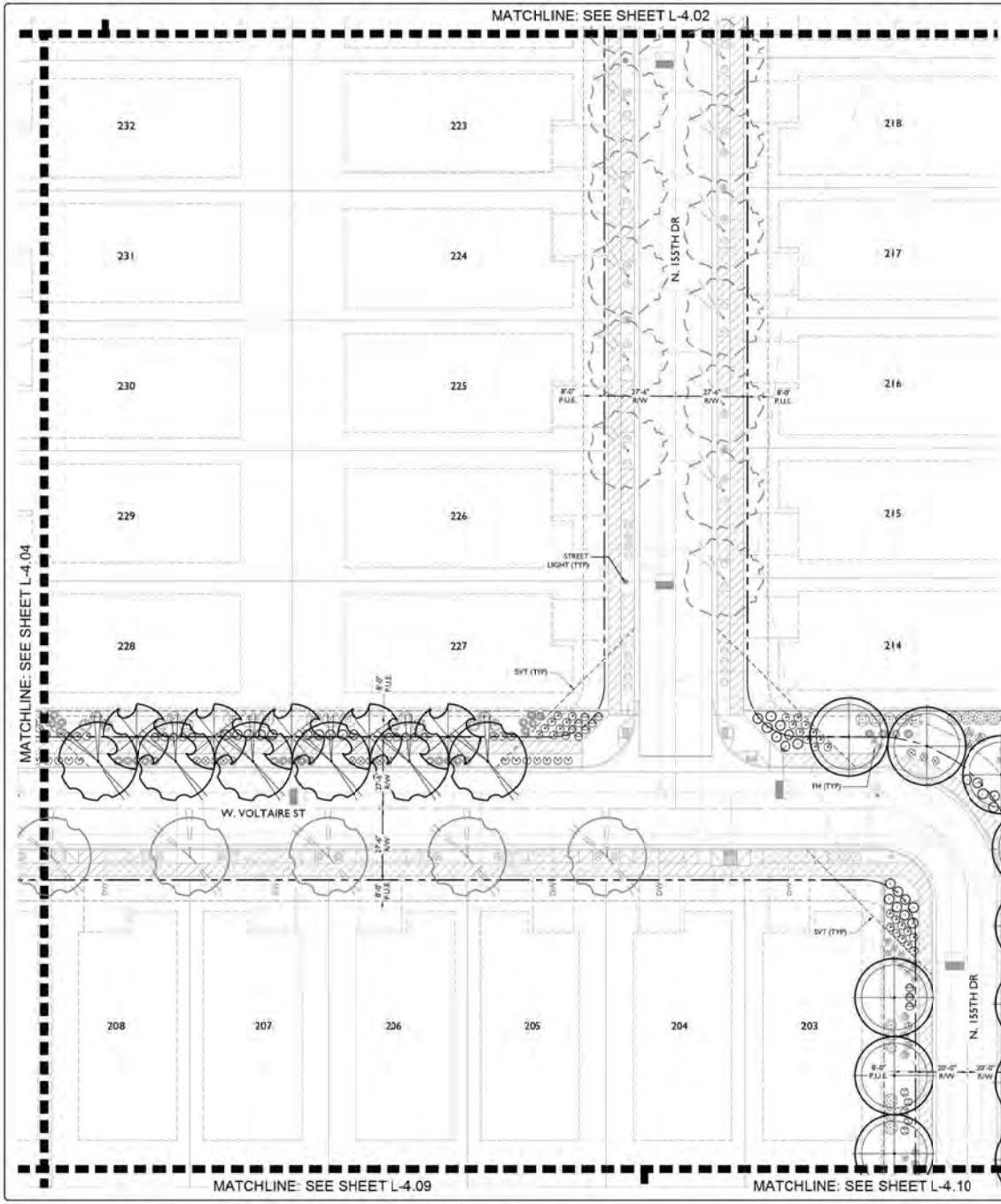
Designer: AES
Drawn by: KZ

Job No.
19-0751

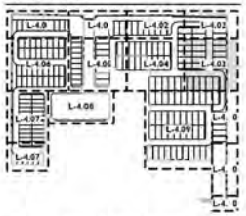
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.02
29 of 53

19-0751



KEY MAP



VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia sneara	Hulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia emersleyi El Toro	Bull Grass	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal

MATERIALS

Decomposed Granite "Apache Brown" OAE 3/4" Screened 2" Depth, Min.

NOTES:
1. Dashed tree & plant symbols on planting plans are for reference only and exclusive landscape and irrigation to be installed at time of home construction.

PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Phoenix dactylifera	Date Palm	22' Matched
	Pistacia X 'Red Push'	Red Push Pistache	24" Box 36" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana	Live Oak	24" Box 36" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box 36" Box

SHRUBS/ACCENTS	COMMON NAME	SIZE
	Agave americana	Century Plant	5 Gal
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
	Calliandra eriophylla	Pink Fairy Duster	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Dasylirion wheeleri	Desert Spoon	5 Gal
	Encelia farinosa	Brittlebush	5 Gal
	Eremophila glabra ssp. Carnosa 'Winner Blaze'	'Winner Blaze' Emu Bush	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
	Gossypium harknessii	San Marcos Hibiscus	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Justicia spicigera	Mexican Honeysuckle	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigens	Deer Grass	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
	Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Russelia equisetiformis	Coral Fountain	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Senna artemisioides	Feathery Cassia	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
	Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
	Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Dalea greggii	Trailing Indigo Bush	5 Gal
	Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal

TURF & INERT MATERIALS

Cynodon dactylon 'Midiron' Midiron ® Sod

Decomposed Granite "Apache Brown" OAE 3/4" Screened 2" Depth, Min.

NORTH

SCALE: 1" = 20' 0"

EPS GROUP
1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
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Project: Fulton Homes Prasada Phase 1B
Sonoran Artisans

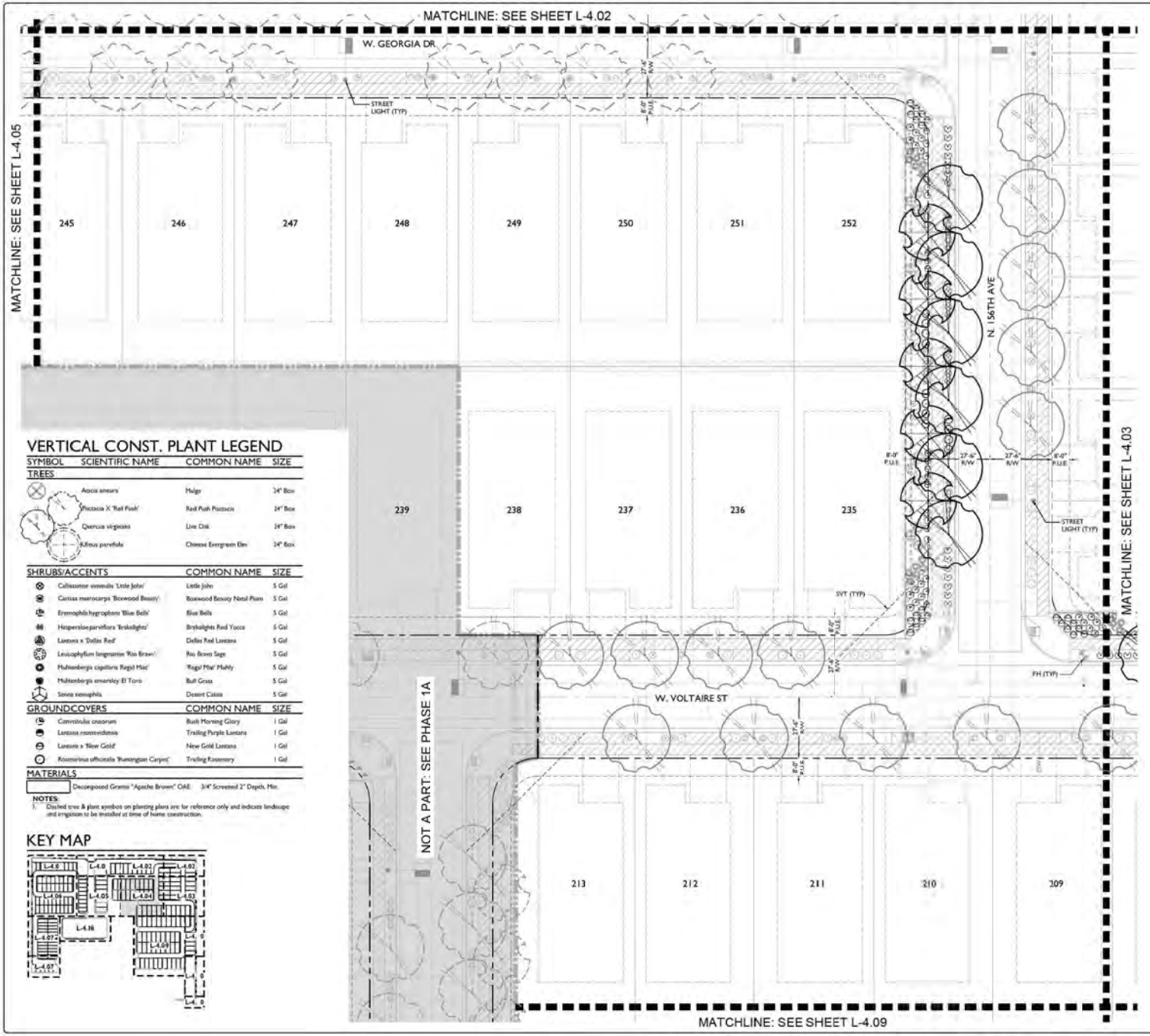
Landscape Plans

Revisions:
1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 11/10/2021
3RD CO SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

Job No.: 19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.: L-4.03
30 of 53



VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistachio	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia emersleyi 'El Toro'	Bull Grass	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
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MATERIALS

Decomposed Granite "Apache Brown" DAE 3/4" Screened 2" Depth, Min.

NOTES:

1. Dashed tree & plant symbol on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

KEY MAP

PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
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	Phoenix dactylifera	Date Palm	25' Matched
	Pistacia X 'Red Push'	Red Push Pistachio	24" Box 36" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana	Live Oak	24" Box 36" Box
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	Cynodon dactylon 'Midiron'	Midiron '	Sod
	Decomposed Granite "Apache Brown" DAE	3/4" Screened 2" Depth, Min.	

NORTH

0' 10' 20' 40'

SCALE: 1" = 20' 0"

EPS GROUP
1130 N. Alma School Rd, Ste 120
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Project: Fulton Homes Prasada Phase 1B
Sonoran Artisan

Landscape Plans

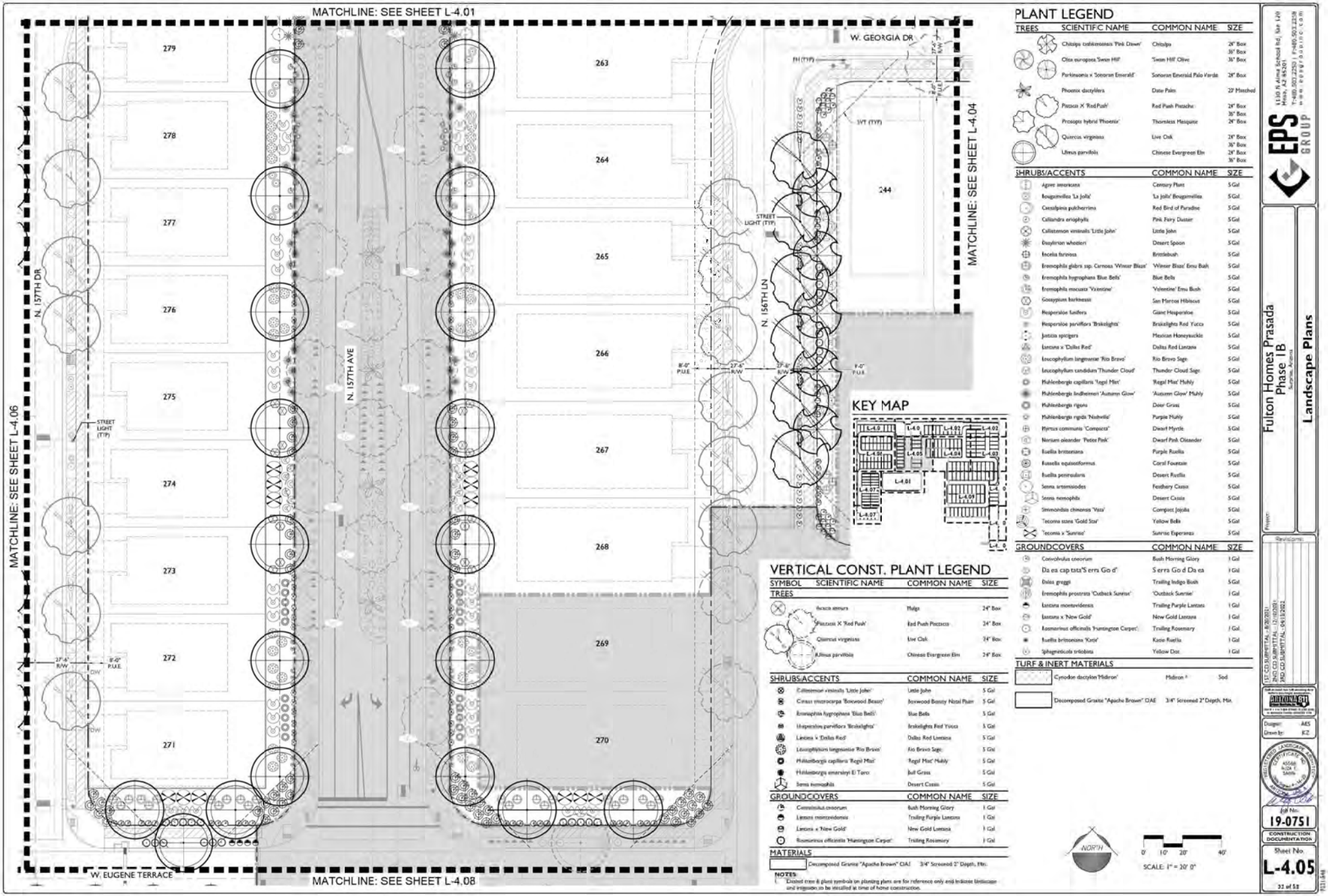
Revisions:
1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 12/13/2021
3RD CO SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

Job No: 19-0751
CONSTRUCTION DOCUMENTATION

Sheet No. L-4.04
3 of 53

19-0751



KEY MAP

PLANT LEGEND

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Ruellia brittoniana	Purple Ruellia	5 Gal
Russelia equisetiformis	Coral Fountain	5 Gal
Ruellia peninsularis	Desert Ruellia	5 Gal
Senna artemisioides	Feathery Cassia	5 Gal
Senna nemophila	Desert Cassia	5 Gal
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
Convolvulus cneorum	Bush Morning Glory	1 Gal
Dalea capitata 'Sierra Gold'	Sierra Gold Dalea	1 Gal
Dalea greggii	Trailing Indigo Bush	5 Gal
Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal
Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal
Sphagneticola trilobata	Yellow Dot	1 Gal

TURF & INERT MATERIALS			
	Cynodon dactylon 'Midiron'	Midiron ®	Sod
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.	

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistacia	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box

SHRUBS/ACCENTS	COMMON NAME	SIZE
Callistemon viminalis 'Little John'	Little John	5 Gal
Cirsium mexicanum 'Boxwood Beauty'	Boxwood Beauty Mexican Plum	5 Gal
Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
Muhlenbergia capillaris 'Regal Mist'	Regal Mist' Muhly	5 Gal
Muhlenbergia emersleyi 'El Toro'	Bull Grass	5 Gal
Senna nemophila	Desert Cassia	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
Convolvulus cneorum	Bush Morning Glory	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal
Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal

MATERIALS		
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.

NOTES:
1. Dashed tree & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

NORTH

0' 10' 20' 40'
SCALE: 1" = 20' 0"

EPS GROUP
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Fulton Homes Prasada
Phase 1B
Sonoran Artisans

Landscape Plans

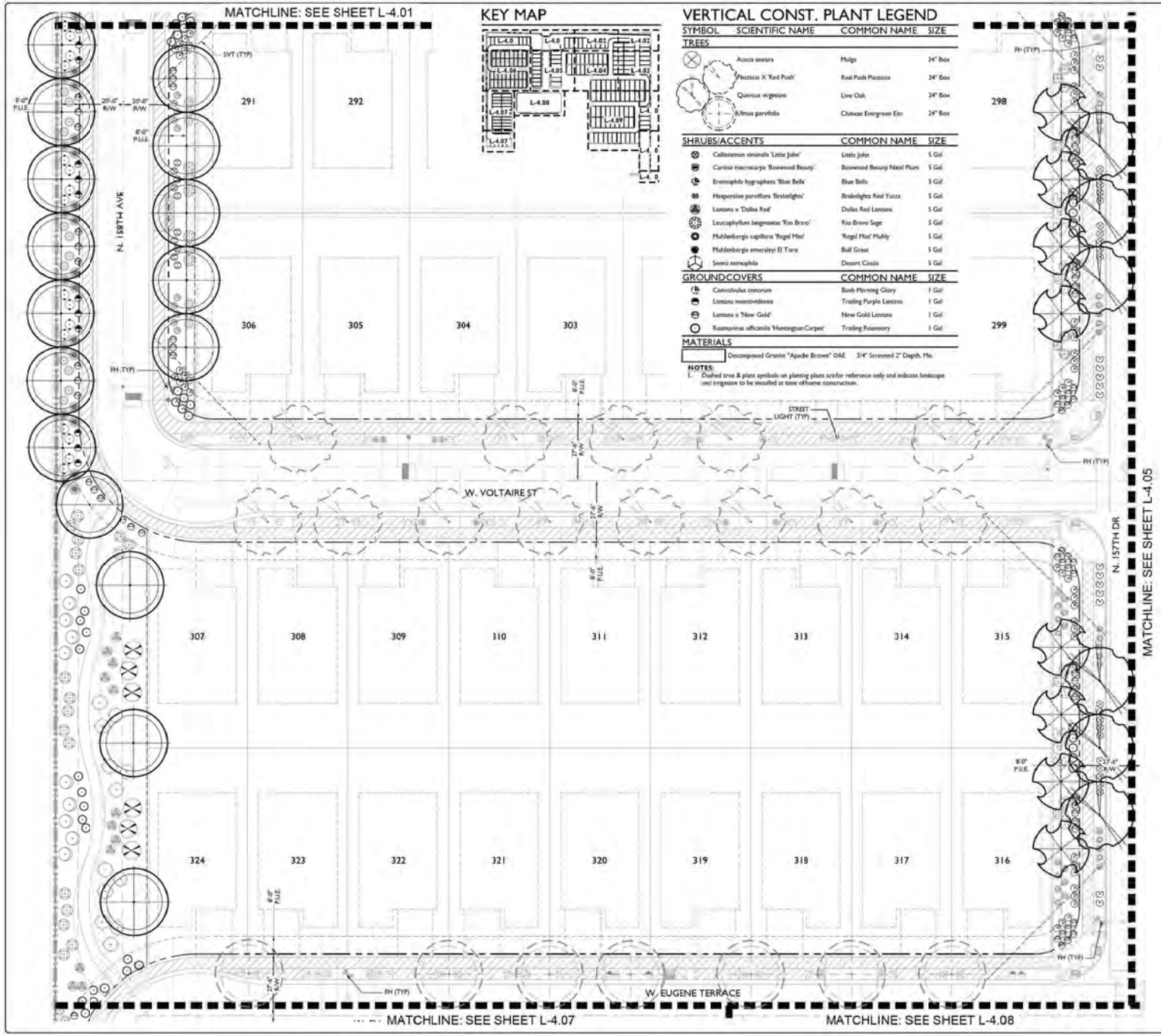
Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 12/13/2021
3RD CD SUBMITTAL - 04/13/2022

Drawn: AES
Drawn by: KZ

Log No.
19-07751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.05
32 of 58

19-07751



KEY MAP

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistachio	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS		**COMMON NAME**	**SIZE**
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia emersleyi 'El Toro'	Bull Grass	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS		**COMMON NAME**	**SIZE**
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal

MATERIALS

Decomposed Granite "Apache Brown" OAE 3/4" Screened 2" Depth, Min.

NOTES:

1. Dashed tree & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	Chilopsis cashmeroensis 'Pink Dawn'	Chilopsis	24" Box 36" Box
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Phoenix dactylifera	Date Palm	25' Matched
	Pistacia X 'Red Push'	Red Push Pistachio	24" Box 36" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana	Live Oak	24" Box 36" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box 36" Box
SHRUBS/ACCENTS		**COMMON NAME**	**SIZE**
	Agave americana	Century Plant	5 Gal
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
	Calliandra eriophylla	Pink Fairy Duster	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Dasylirion wheeleri	Desert Spoon	5 Gal
	Encelia farinosa	Brittlebush	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
	Gossypium harknessii	San Marcos Hibiscus	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Justicia spicigera	Mexican Honeysuckle	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigens	Deer Grass	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
	Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Russelia equisetiformis	Coral Fountain	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Senna artemisioides	Feathery Cassia	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
	Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
	Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS		**COMMON NAME**	**SIZE**
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Dalea capitata 'Sierra Gold'	Sierra Gold Dalea	1 Gal
	Dalea greggii	Trailing Indigo Bush	5 Gal
	Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
TURF & INERT MATERIALS			
	Cynodon dactylon 'Midiron'	Midiron ®	Sod
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.	

NORTH

0' 10' 20' 40'

SCALE: 1" = 20' 0"

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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Landscape Plans

Revisions:

1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 11/15/2021
3RD CO SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

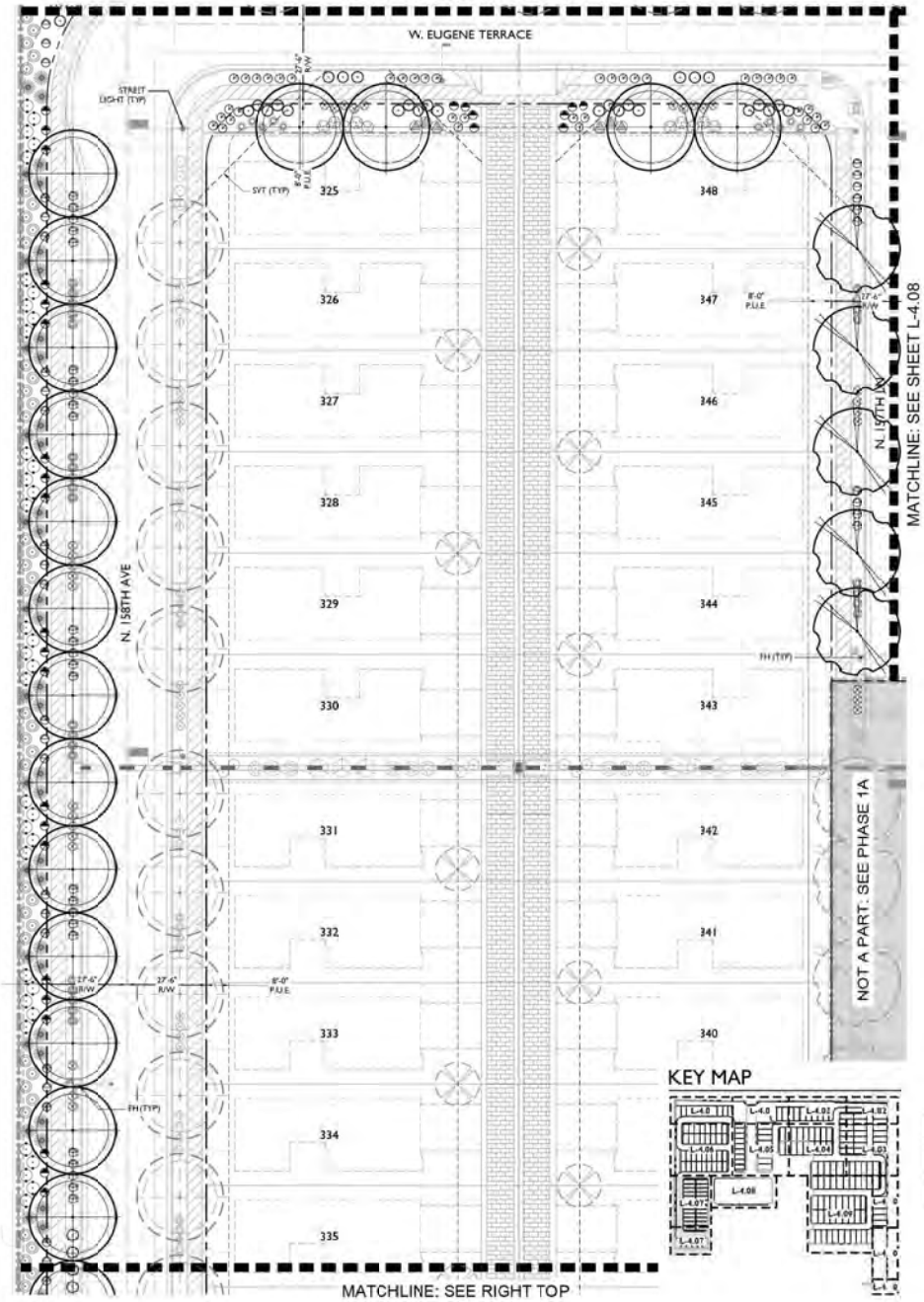
ASSOC. NIDA E. SAMRA

Job No.
19-07S1

CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.06
33 of 53

19-0751



KEY MAP

VERTICAL CONST. PLANT LEGEND

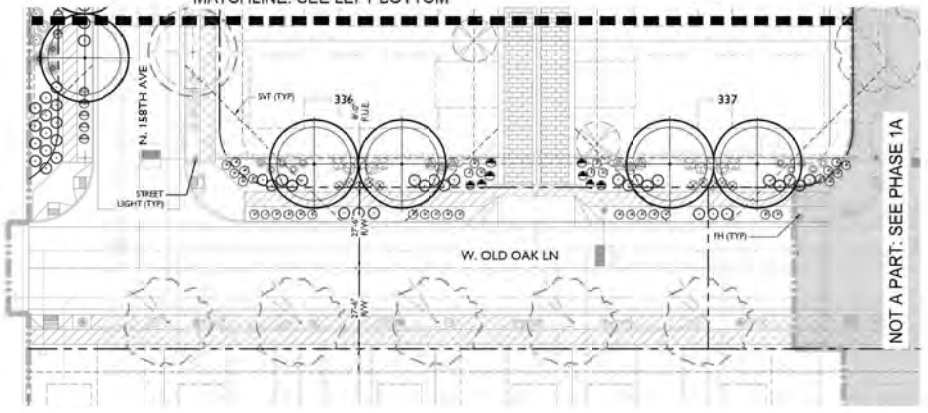
SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia sneara	Mulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS		**COMMON NAME**	**SIZE**
	Calistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia emersleyi 'El Toro'	Bull Grass	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS		**COMMON NAME**	**SIZE**
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAE 3/4" Screened 2" Depth, Min.		

NOTES:
1. Dashed tree & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

PLANT LEGEND

	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Phoenix dactylifera	Date Palm	20' Matched
	Pistacia X 'Red Push'	Red Push Pistache	24" Box 36" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana	Live Oak	24" Box 36" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box 36" Box

	SHRUBS/ACCENTS	COMMON NAME	SIZE
	Agave americana	Century Plant	5 Gal
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
	Calliandra eriophylla	Pink Fairy Duster	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Dasylirion wheeleri	Desert Spoon	5 Gal
	Encelia farinosa	Brittlebush	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
	Gossypium harknessii	San Marcos Hibiscus	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Justicia spicigera	Mexican Honeysuckle	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigens	Deer Grass	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
	Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Russelia equisetiformis	Coral Fountain	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Senna artemisioides	Feathery Cassia	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
	Simmondsia chinensis 'Vera'	Compact Jojoba	5 Gal
	Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS		**COMMON NAME**	**SIZE**
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Da ea cap tata'S erra Go d'	S erra Go d Da ea	1 Gal
	Dalea greggii	Trailing Indigo Bush	5 Gal
	Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
TURF & INERT MATERIALS			
	Cynodon dactylon 'Midiron'	Midiron	Sod
	Decomposed Granite "Apache Brown" OAE 3/4" Screened 2" Depth, Min.		



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Fulton Homes Prasada
Phase 1B
Sonoma Ranch

Landscape Plans

Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 12/15/2021
3RD CD SUBMITTAL - 04/13/2022

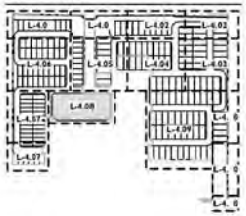
Drawn by: AES
Checked by: KZ

Job No.
19-07511
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.07
34 of 53

19-0751

KEY MAP



VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistachio	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS			
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Cupressocyparis leylandii 'Boxwood Beauty'	Boxwood Beauty Hedge Plant	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia emersleyi 'E Toro'	Bull Grass	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS			
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal

MATERIALS

Decomposed Granite "Apache Brown" OAE 3/4" Screened 2" Depth, Min.

NOTES:

1. Dashed trees & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Olea europaea 'Swan Hill'	Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Phoenix dactylifera	Date Palm	20' Matching
	Pistacia X 'Red Push'	Red Push Pistachio	24" Box 36" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana	Live Oak	24" Box 36" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box 36" Box

GROUNDCOVERS	COMMON NAME	SIZE
Convolvulus cneorum	Bush Morning Glory	1 Gal
Da es cap tata'S erra Go d' Da ea	S erra Go d Da ea	1 Gal
Dalea greggii	Trailing Indigo Bush	5 Gal
Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal
Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal
Sphagneticola trilobata	Yellow Dot	1 Gal

TURF & INERT MATERIALS

Cynodon dactylon 'Midiron'	Midiron ®	Sod
Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.	

SHRUBS/ACCENTS	COMMON NAME	SIZE
Agave americana	Century Plant	5 Gal
Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
Calliandra eriophylla	Pink Fairy Duster	5 Gal
Callistemon viminalis 'Little John'	Little John	5 Gal
Dasylirion wheeleri	Desert Spoon	5 Gal
Encelia farinosa	Brittlebush	5 Gal
Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
Gossypium harknessii	San Marcos Hibiscus	5 Gal
Hesperaloe funifera	Giant Hesperaloe	5 Gal
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
Justicia spicigera	Mexican Honeysuckle	5 Gal
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Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
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Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
Muhlenbergia rigens	Deer Grass	5 Gal
Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
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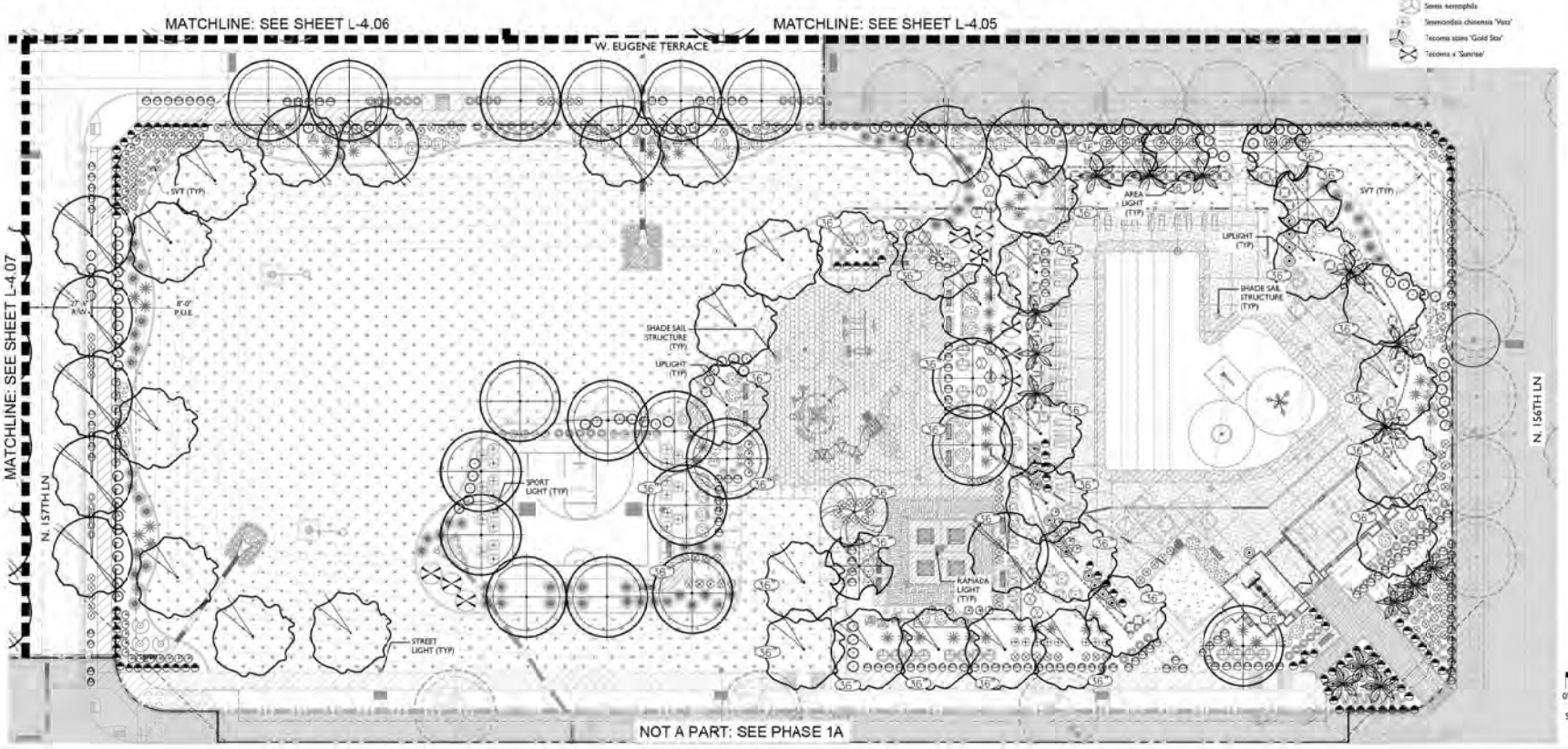
Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal



NORTH

0' 10' 20' 40'

SCALE: 1" = 20' 0"

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Project:
Fulton Homes Prasada
Phase 1B
Sonoma Artisan

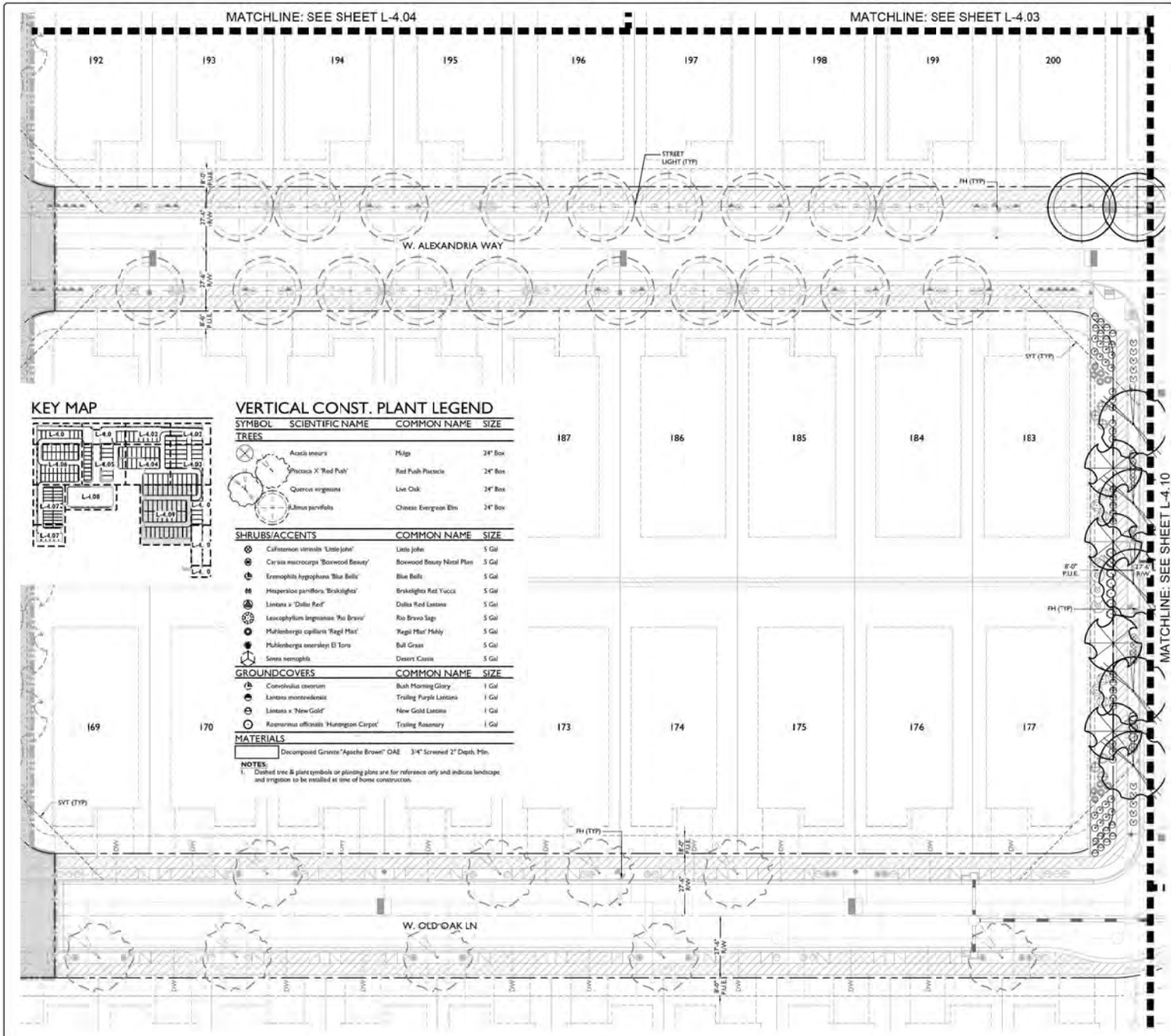
Landscape Plans

Revisions:
1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 10/11/2021
3RD CO SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.08
35 of 53



KEY MAP

VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistache	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS		**COMMON NAME**	**SIZE**
	Calliste mon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia oaxaclyi El Toro	Bull Grass	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS		**COMMON NAME**	**SIZE**
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal

MATERIALS

Decomposed Granite "Apache Brown" OAE 3/4" Screened 2" Depth, Min.

NOTES:

1. Dashed tree & plant symbols or planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Phoenix dactylifera	Date Palm	25' Matched
	Pistacia X 'Red Push'	Red Push Pistache	24" Box 36" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana	Live Oak	24" Box 36" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box 36" Box
SHRUBS/ACCENTS		**COMMON NAME**	**SIZE**
	Agave americana	Century Plant	5 Gal
	Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
	Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
	Calliandra eriophylla	Pink Fairy Duster	5 Gal
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Dasylirion wheeleri	Desert Spoon	5 Gal
	Encelia farinosa	Brittlebush	5 Gal
	Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
	Gossypium harknessii	San Marcos Hibiscus	5 Gal
	Hesperaloe funifera	Giant Hesperaloe	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Justicia spicigera	Mexican Honeysuckle	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
	Muhlenbergia rigens	Deer Grass	5 Gal
	Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
	Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
	Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
	Ruellia brittoniana	Purple Ruellia	5 Gal
	Russelia equisetiformis	Coral Fountain	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Senna artemisioides	Feathery Cassia	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
	Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
	Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
	Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS		**COMMON NAME**	**SIZE**
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Dalea greggii	Trailing Indigo Bush	5 Gal
	Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
	Ruellia brittoniana 'Katie'	Katie Ruellia	1 Gal
	Sphagneticola trilobata	Yellow Dot	1 Gal
TURF & INERT MATERIALS			
	Cynodon dactylon 'Midiron'	Midiron ®	Sod
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.	

NORTH

0' 10' 20' 40'

SCALE: 1" = 20' 0"

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1130 N. Alma School Rd., Ste. 109
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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Landscape Plans

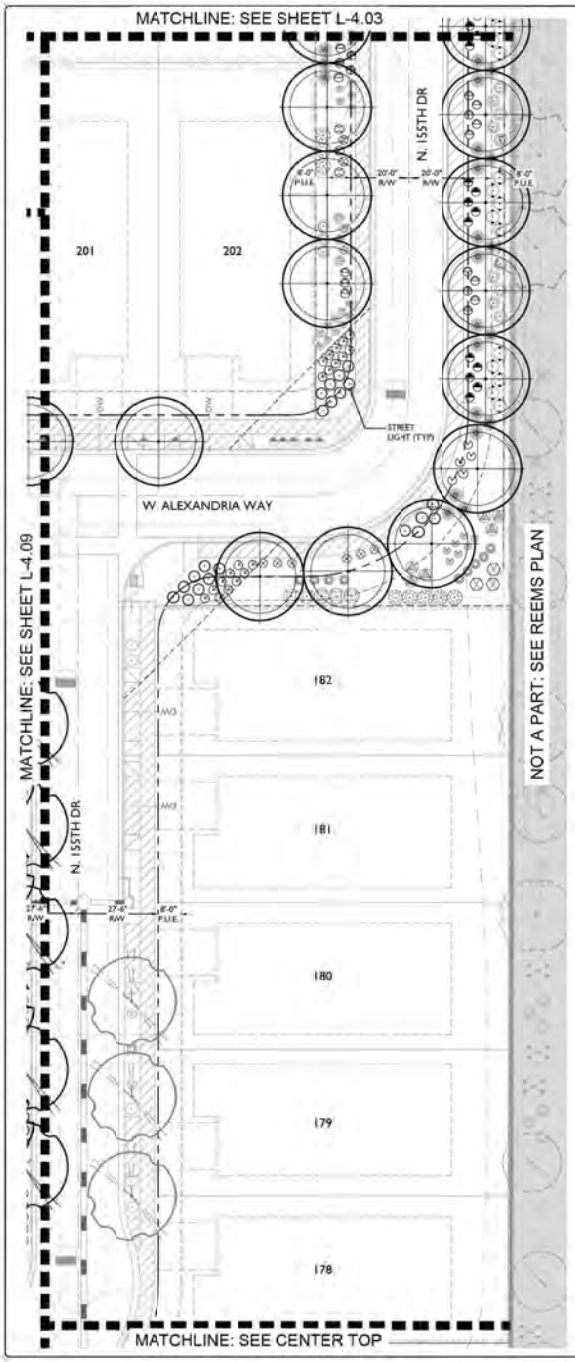
Revisions:
1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 10/15/2021
3RD CO SUBMITTAL - 04/13/2022

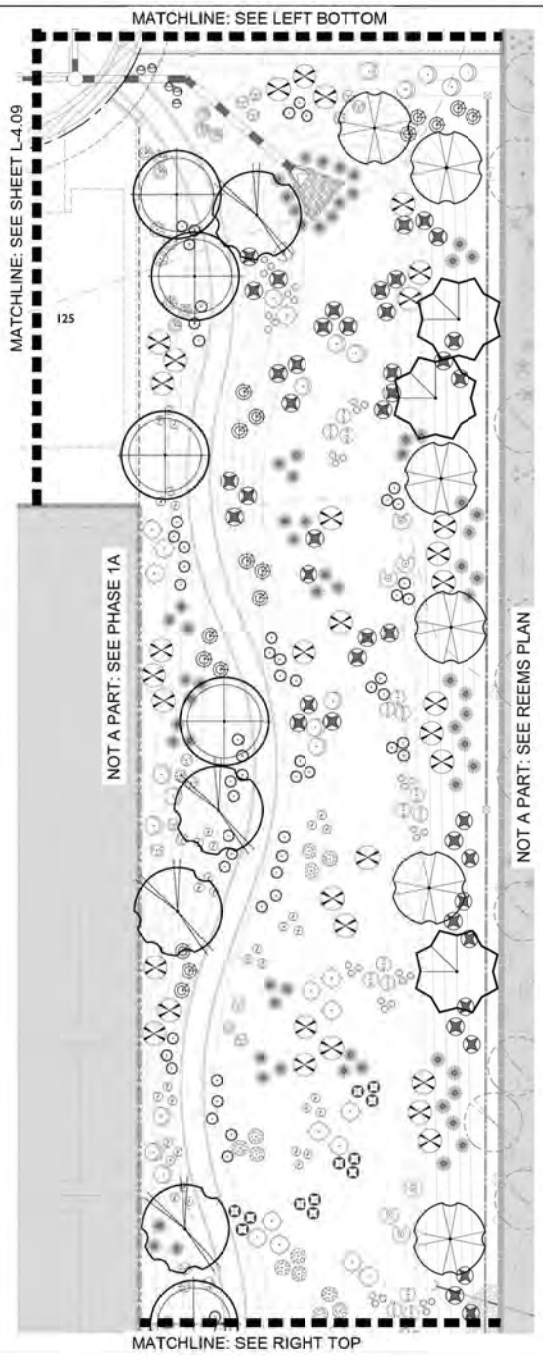
Drawn: AES
Drawn by: KZ

Job No.
19-0751

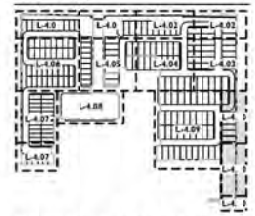
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.09
34 of 53





KEY MAP



VERTICAL CONST. PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box
	Pistacia X 'Red Push'	Red Push Pistacia	24" Box
	Quercus virginiana	Live Oak	24" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box
SHRUBS/ACCENTS		COMMON NAME	SIZE
	Callistemon viminalis 'Little John'	Little John	5 Gal
	Carissa macrocarpa 'Boxwood Beauty'	Boxwood Beauty Natal Plum	5 Gal
	Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
	Muhlenbergia emersleyi El Toro	Bull Grass	5 Gal
	Senna nemophila	Desert Cassia	5 Gal
GROUNDCOVERS		COMMON NAME	SIZE
	Convolvulus cneorum	Bush Morning Glory	1 Gal
	Lantana montevidensis	Trailing Purple Lantana	1 Gal
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Trailing Rosemary	1 Gal
MATERIALS			
	Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min.	

NOTES:
1. Dashed tree & plant symbols on planting plans are for reference only and indicate landscape and irrigation to be installed at time of home construction.

PLANT LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box 36" Box
	Olea europaea 'Swan Hill'	'Swan Hill' Olive	36" Box
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box
	Phoenix dactylifera	Date Palm	20' Matched
	Pistacia X 'Red Push'	Red Push Pistache	24" Box 36" Box
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box
	Quercus virginiana	Live Oak	24" Box 36" Box
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box 36" Box

SHRUBS/ACCENTS	COMMON NAME	SIZE
Agave americana	Century Plant	5 Gal
Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
Calliandra eriophylla	Pink Fairy Duster	5 Gal
Callistemon viminalis 'Little John'	Little John	5 Gal
Dasylirion wheeleri	Desert Spoon	5 Gal
Encelia farinosa	Brittlebush	5 Gal
Eremophila glabra ssp. Carnosa 'Winter Blaze'	'Winter Blaze' Emu Bush	5 Gal
Eremophila hygrophana 'Blue Bells'	Blue Bells	5 Gal
Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
Gossypium harkensis	San Marcos Hibiscus	5 Gal
Hesperaloe funifera	Giant Hesperaloe	5 Gal
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
Justicia spicigera	Mexican Honeysuckle	5 Gal
Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
Muhlenbergia rigens	Deer Grass	5 Gal
Muhlenbergia rigida 'Nashville'	Purple Muhly	5 Gal
Myrtus communis 'Compacta'	Dwarf Myrtle	5 Gal
Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
Ruellia brittoniana	Purple Ruellia	5 Gal
Russella equisetiformis	Coral Fountain	5 Gal
Ruellia peninsularis	Desert Ruellia	5 Gal
Senna artemisiodes	Feathery Cassia	5 Gal
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Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
Tecoma stans 'Gold Star'	Yellow Bells	5 Gal
Tecoma x 'Sunrise'	Sunrise Esperanza	5 Gal
GROUNDCOVERS	COMMON NAME	SIZE
Convolvulus cneorum	Bush Morning Glory	1 Gal
Da ea cap tata'S erra Go d'	S erra Go d Da ea	1 Gal
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Lantana x 'New Gold'	New Gold Lantana	1 Gal
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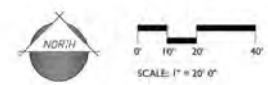
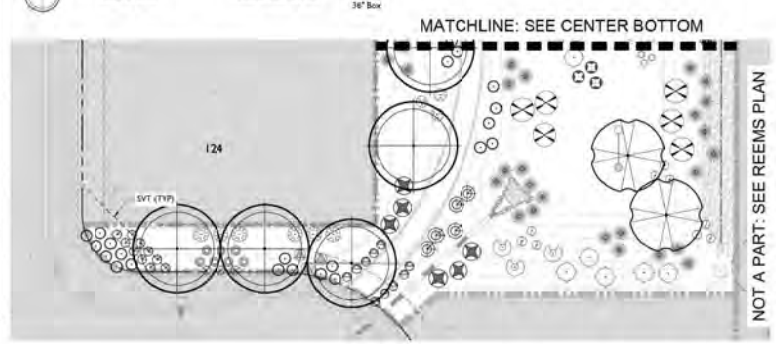
TURF & INERT MATERIALS		
Cynodon dactylon 'Midiron'	Midiron	Sod
Decomposed Granite "Apache Brown" OAE	3/4" Screened 2" Depth, Min	





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Project:
Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Landscape Plans

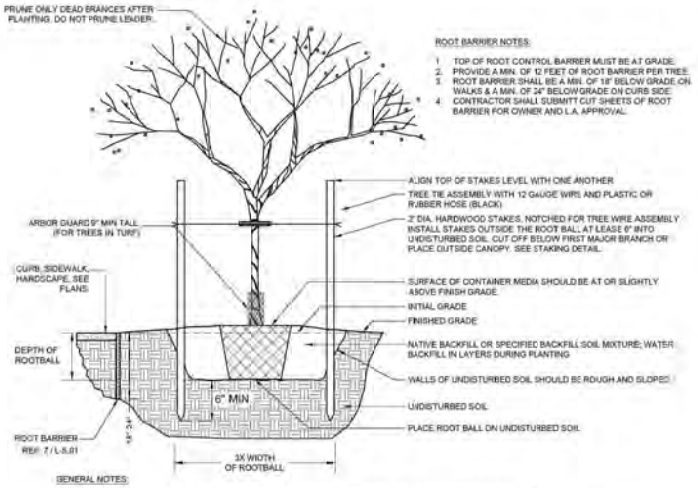
Revisions:
1ST CD SUBMITTAL - 8/20/2021
2ND CD SUBMITTAL - 12/10/2021
3RD CD SUBMITTAL - 04/13/2022

Design: AES
Drawn by: KZ

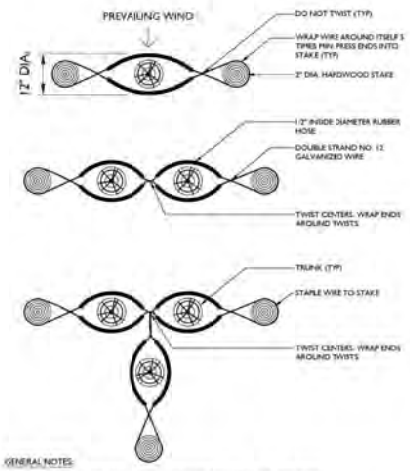
Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-4.10
27 of 58

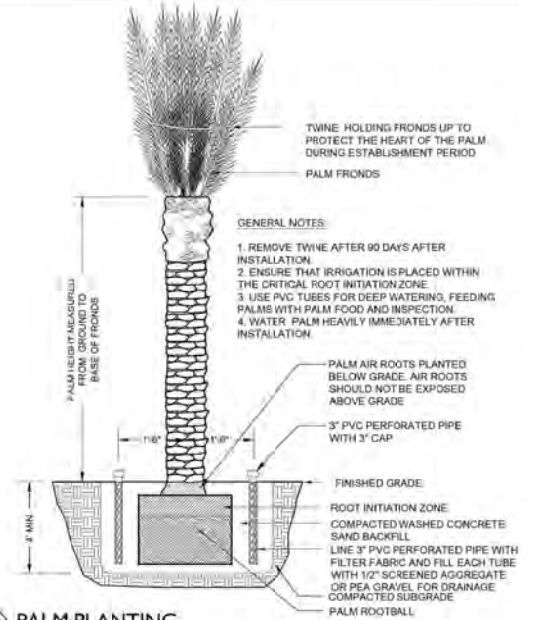
19-0751



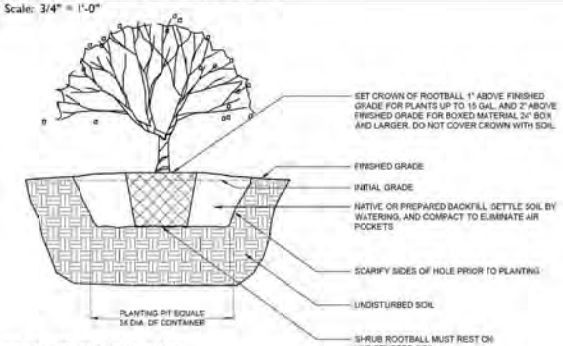
1 TREE PLANTING & STAKING
Scale: 3/4" = 1'-0"



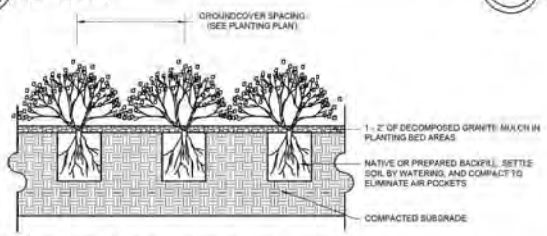
2 TREE STAKING
Scale: 3/4" = 1'-0"



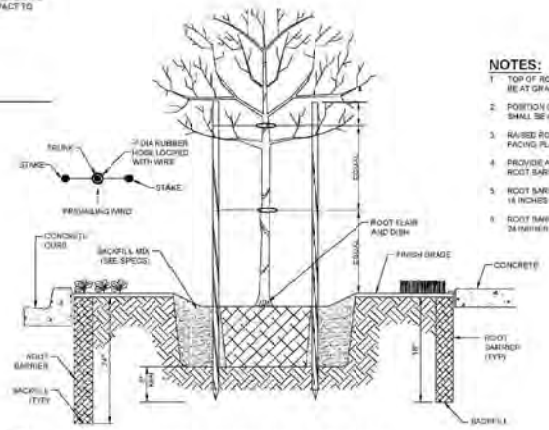
3 PALM PLANTING
Scale: 3/4" = 1'-0"



4 SHRUB PLANTING
Scale: 3/4" = 1'-0"

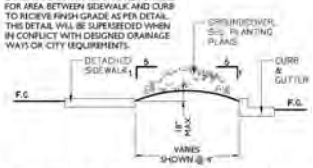


5 GROUNDCOVER PLANTING
Scale: 3/4" = 1'-0"



8 ROOT BARRIER IN RIGHT OF WAY
Scale: 3/4" = 1'-0"

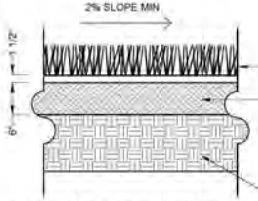
NOTE:
1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR AREA BETWEEN SIDEWALK AND CURB TO RECIEVE FINISH GRADE AS PER DETAIL. THIS DETAIL WILL BE SUPERSEDED WHEN IN CONFLICT WITH DESIGNED DRAINAGE WAYS OR CITY REQUIREMENTS.



6 DETACHED SIDEWALK LANDSCAPE GRADE DETAIL
Scale: 1" = 1'-0"

NOTE:
CONTRACTOR TO PERFORM A SOIL ANALYSIS PRIOR TO TURF PLANTING. PROVIDE ANALYSIS TO FULTON HOMES. SOIL TO BE TREATED PER SOIL ANALYSIS RECOMMENDATION.

GENERAL NOTES:
1. SLOPE MAY VARY, SEE GRADING PLAN
2. USE HEAVY SOD ROLLER TO ROLL SOD FLAT AND EVENLY. SOD SHOULD NOT HAVE BUMPS, HILLS OR VALLEYS.
3. WATER SOD IN THOROUGHLY AFTER ROLLING.



7 TURF SOD PLANTING
Scale: 1" = 1'-0"

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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Landscape Details

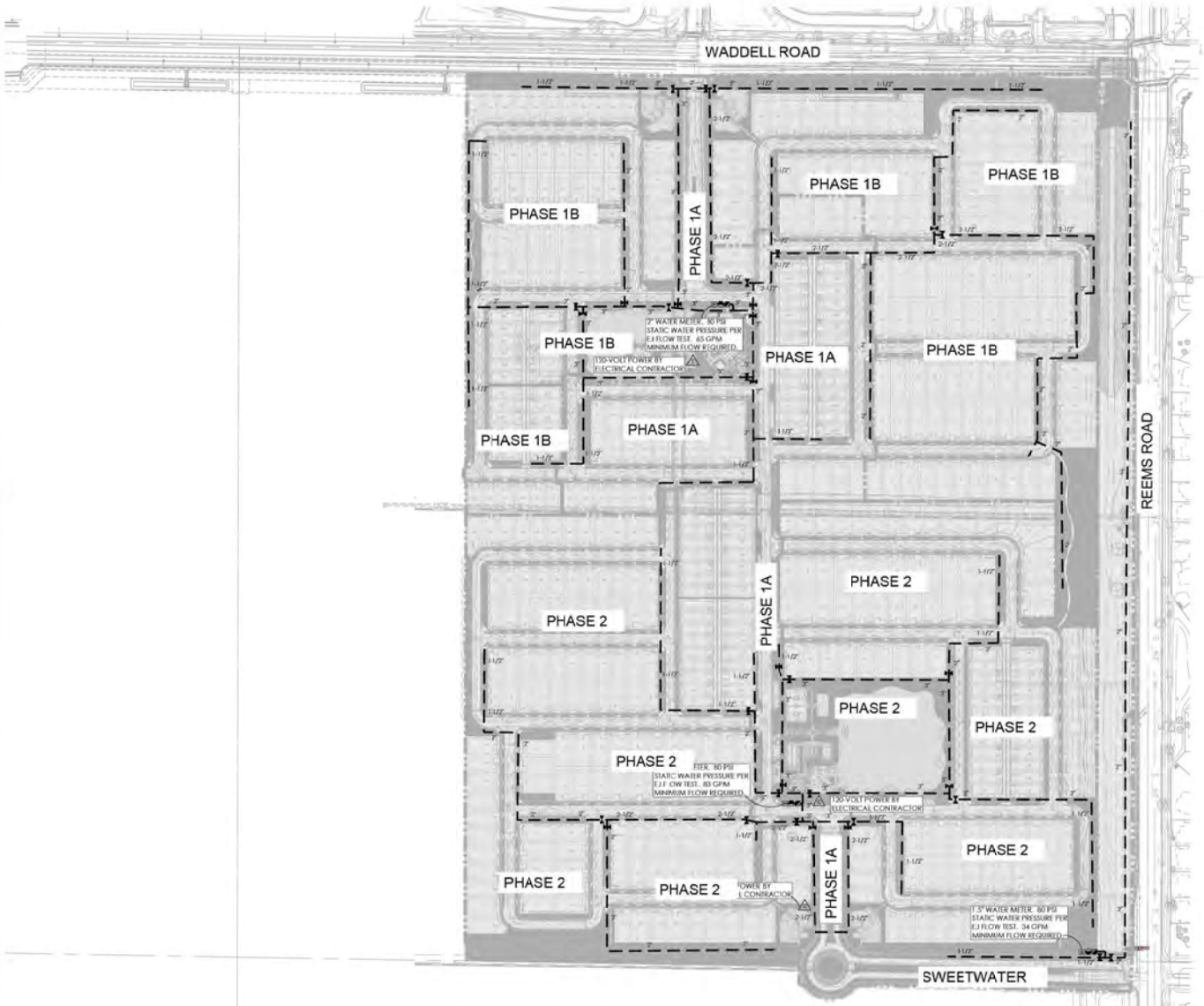
Revisions:
1ST CO SUBMITTAL - 8/30/2021
2ND CO SUBMITTAL - 10/13/2021
3RD CO SUBMITTAL - 04/13/2022

Designer: AES
Drawn by: KZ

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-5.01
10 of 53

19-0751



LEGEND:

- MAINLINE PIPE. CLASS 200 PVC 2-1/2" & SMALLER, 3" & LARGER CLASS 200 PVC PIPE--RUBBER-RING WITH DUCTILE IRON FITTINGS AND TAPS WITH CONCRETE THRUST BLOCKS.
- M — IRRIGATION WATER METER. SIZE AS NOTED.
- 975XL2 WILKINS REDUCED PRESSURE BACKFLOW PREVENTER--SIZE PER METER.
- 2" MASTER VALVE WITH 1.5" BRASS FLOW SENSOR AT 2" METERS. 1.5" MASTER VALVE WITH 1" BRASS FLOW SENSOR AT 1.5" METER
- MAINLINE ISOLATION GATE VALVE--LINE SIZE (3" & LARGER RUBBER-RING)
- IC — IRRIGATION CONTROLLER--HUNTER A2C-SERIES PER IRRIGATION PLAN

NOTE:

1) PIPE SIZING CALCS BASED UPON 80 PSI STATIC FROM FJ FLOW TEST DATED 2-24-20.
2) FLOW METERS SHALL BE CONNECTED TO NEAREST CONTROLLER USING PE-39-6 CABLE WIRING.

0' 75' 150' 300'
Scale: 1" = 150'-0"

NORTH

COATES IRRIGATION CONSULTANTS, INC.
1420 North Greenfield Road #103
Gilbert, Arizona 85234
phone (480) 481-0682
fax (480) 481-0939
www.coatesirrigation.com

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1130 N. Alma School Rd. Ste 120
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w w w . e p s g r o u p i n c . c o m

Project: Fulton Homes Prasada Phase 1B
Surprise, Arizona

IRRIGATION PLAN

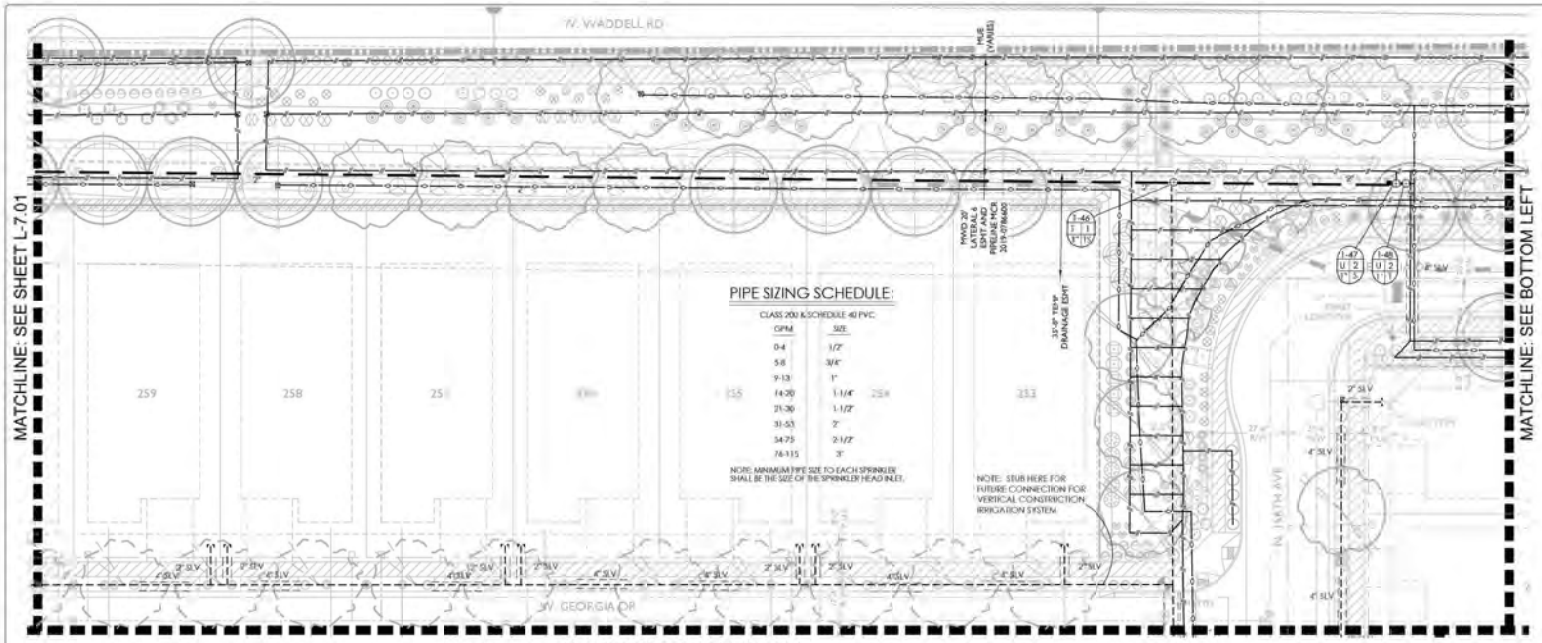
Revisions:
1ST CD SUBMITTAL - 8/19/2021
2ND CD SUBMITTAL - 12/30/2021
3RD CD SUBMITTAL - 04/15/2022

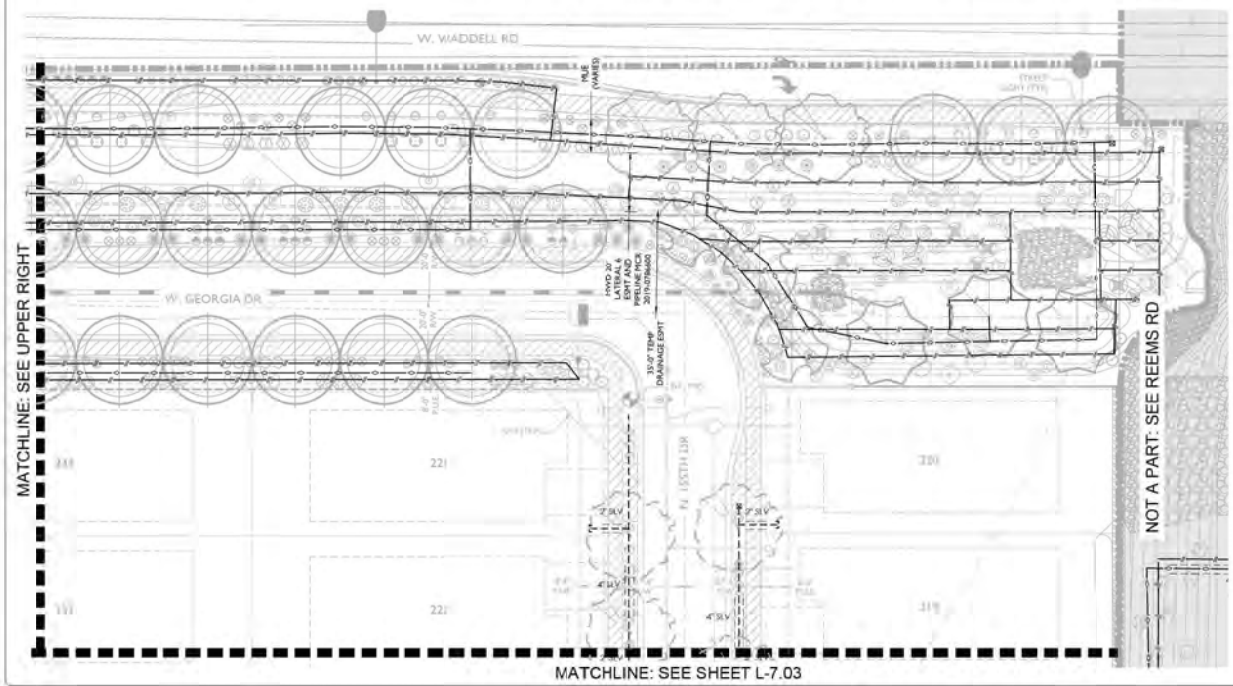
Designer: CICI
Drawn by: CICI

Job No. 19-0751
CONSTRUCTION DOCUMENTATION
Sheet No. L-6.00
39 of 53

19-0751

IRRIGATION SCHEDULE
PIPE SIZING SCHEDULE:
KEY MAP
MATCHLINE: SEE SHEET L-7.02
MATCHLINE: SEE BOTTOM LEFT
MATCHLINE: SEE SHEET L-7.06
MATCHLINE: SEE SHEET L-7.05
MATCHLINE: SEE UPPER RIGHT
Fulton Homes Prasada
Phase 1B
IRRIGATION PLAN
EPS GROUP
COATES IRRIGATION CONSULTANTS, INC.
Job No. 19-0751
Sheet No. L-7.01
SCALE: 1" = 20'-0"





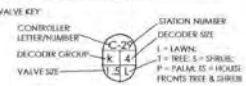
7.) CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
C. CONFIRMATION OF COMMUNICATION BETWEEN CONTROLLER & ELECTRIC VALVES.
D. VERIFY CONTINUITY ON ALL COMMUNICATION CABLES.
E. VERIFY COMMUNICATION WITH WEATHER STATION (IF APPLICABLE).

8.) AN 18 GAGE, BLUE TRACER WIRE SHALL BE INSTALLED WITH 2 INCH AND LARGER MAIN LINES. 6 INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.

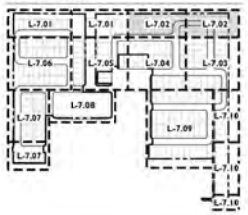
9.) COATES IRRIGATION CONSULTANTS SHALL LAY OUT ALL SPRINKLERS 25' OR GREATER IN RADIUS, AND SHALL GPS-MAP SPRINKLERS, MAINLINE, VALVES, AND CONTROLLERS TO COORDINATE CONSTRUCTION RECORDS. (CONTRACTOR SHALL CONTACT CICI FOR FEES (480-481-0682).

10.) THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS, ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH IRRIGATION DESIGNER AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.

11.) VALVE KEY:



KEY MAP



IRRIGATION SCHEDULE

ML-210 BOWSMITH MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)

ML-210 BOWSMITH MULTI-OUTLET EMITTER (1 PER 24" TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)

ML-220 BOWSMITH MULTI-OUTLET EMITTER (1 PER 36" TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)

PCB-10 HUNTER PRESSURE-COMPENSATING FLOOD BUBBLER 2 PER DATE PALM--NOT SHOWN (1.0 GPM @ 25 PSI PER BUBBLER)

- I-20-04-3.0 HUNTER ROTARY SPRINKLER (2.7 GPM @ 35 PSI)
- I-20-04-6.0 HUNTER ROTARY SPRINKLER (5.4 GPM @ 35 PSI)
- I-20-04-6.0 HUNTER ROTARY SPRINKLER (5.6 GPM @ 35 PSI)
- I-20-04-.75SR HUNTER ROTARY SPRINKLER (.58 GPM @ 30 PSI)
- I-20-04-1.5SR HUNTER ROTARY SPRINKLER (1.1 GPM @ 30 PSI)
- I-20-04-3.0SR HUNTER ROTARY SPRINKLER (2.5 GPM @ 30 PSI)
- PROS-04-CV-12Q HUNTER POP-UP LAWN SPRINKLER (0.6 GPM @ 25 PSI)
- PROS-04-CV-12H HUNTER POP-UP LAWN SPRINKLER (1.16 GPM @ 25 PSI)
- PROS-04-CV-12F HUNTER POP-UP LAWN SPRINKLER (2.45 GPM @ 25 PSI)
- ICV-FS-AS-ADJ SERIES HUNTER ELECTRIC VALVE W/ PRESSURE REGULATOR SET AT 55 PSI. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND FD2BLU CABLE FROM CONTROLLERS TO VALVES. WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- ICV-101G-FS HUNTER ELECTRIC VALVE FOR EMITTER SYSTEM INCLUDES: HY-100 HUNTER WYE STRAINER (150 MESH); AND PMR40MF 4"-40"V 1" HUNTER PRESSURE REGULATOR. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND FD2BLU CABLE FROM CONTROLLERS TO VALVES. WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- A2C-75D-PP HUNTER ELECTRIC CONTROLLER (75 STATION BASE) WITH A2C-75 EXPANSION MODULES AS REQD. AND SOLAR-SYNC-SEN KIT. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND FD2BLU CABLE FROM CONTROLLERS TO VALVES. WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- 975 WILKINS REDUCED PRESSURE BACKFLOW PREVENTER. SIZE PER METER.
- HQ44-1RC HUNTER QUICK-COUPLER VALVE
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NOTE:

1.) WATER SOURCE TO BE POTABLE METERS AS NOTED.

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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Phone:

IRRIGATION PLAN

Revisions:

1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 12/29/2021
3RD CD SUBMITTAL - 04/19/2022

Designer: CICI
Drawn by: CICI

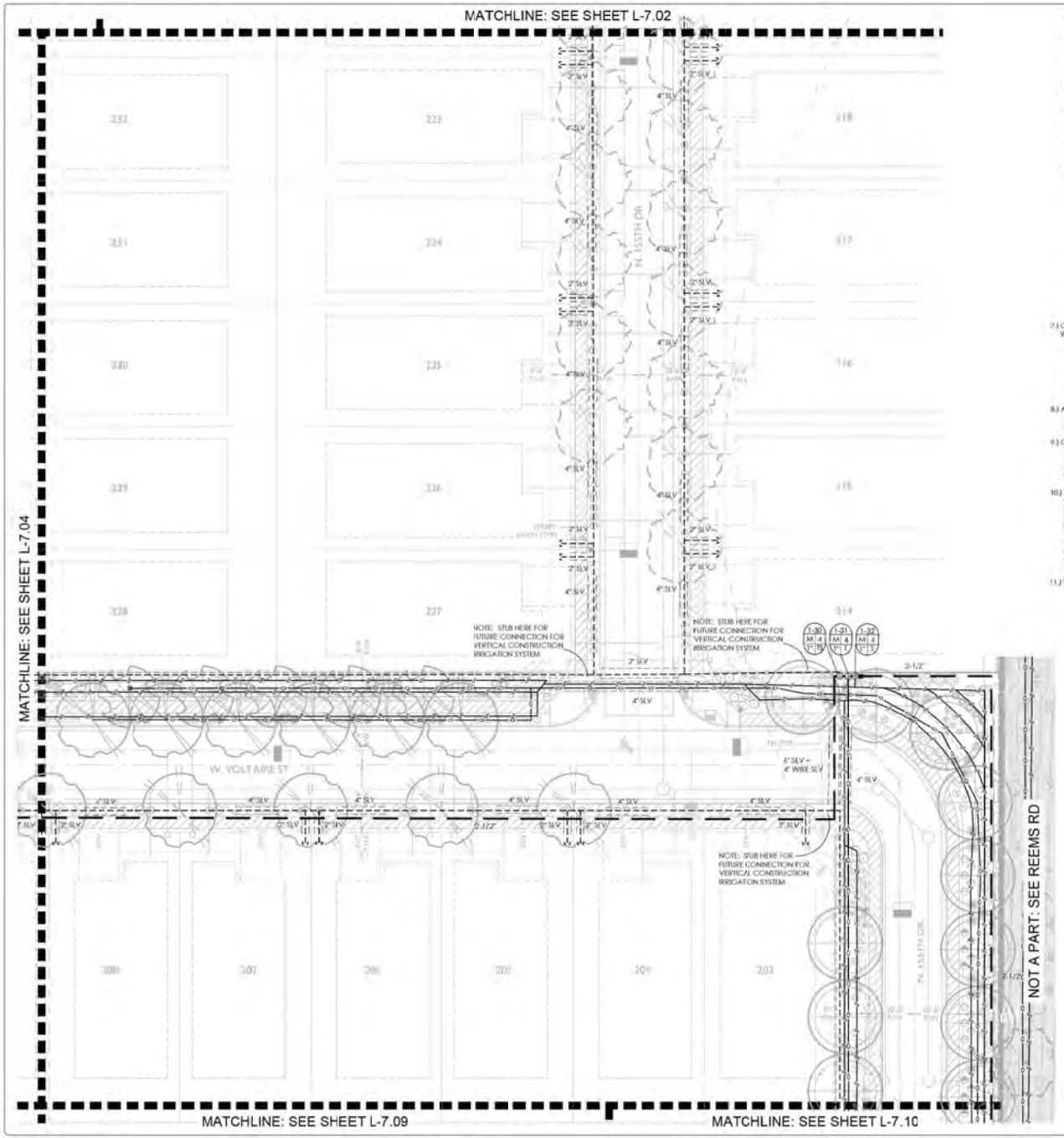
Job No.
19-07751

CONSTRUCTION DOCUMENTATION

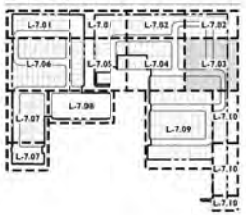
Sheet No.
L-7.02

41 of 53

19-07751



KEY MAP



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7.) CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
- A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
- B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
- C. CONFIRMATION OF COMMUNICATION BETWEEN CONTROLLER & ELECTRIC VALVES.
- D. VERIFY CONTINUITY ON ALL COMMUNICATION CABLES.
- E. VERIFY COMMUNICATION WITH WEATHER STATION (IF APPLICABLE).

8.) AN 18 GAGE, BLUE TRACER WIRE SHALL BE INSTALLED WITH 2 INCH AND LARGER MAIN LINES; 6 INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.

9.) COATES IRRIGATION CONSULTANTS SHALL LAY OUT ALL SPRINKLERS 25' OR GREATER IN RADIUS, AND SHALL GPS-MAP SPRINKLERS, MAINLINE, VALVES, AND CONTROLLERS TO COORDINATE CONSTRUCTION RECORDS. CONTRACTOR SHALL CONTACT CICI FOR FEES (480-481-0682).

10.) THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH IRRIGATION DESIGNER AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.

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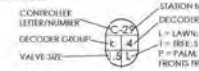

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Arizona 811

Designer: CICI
Drawn by: CICI

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-7.03
42 of 53

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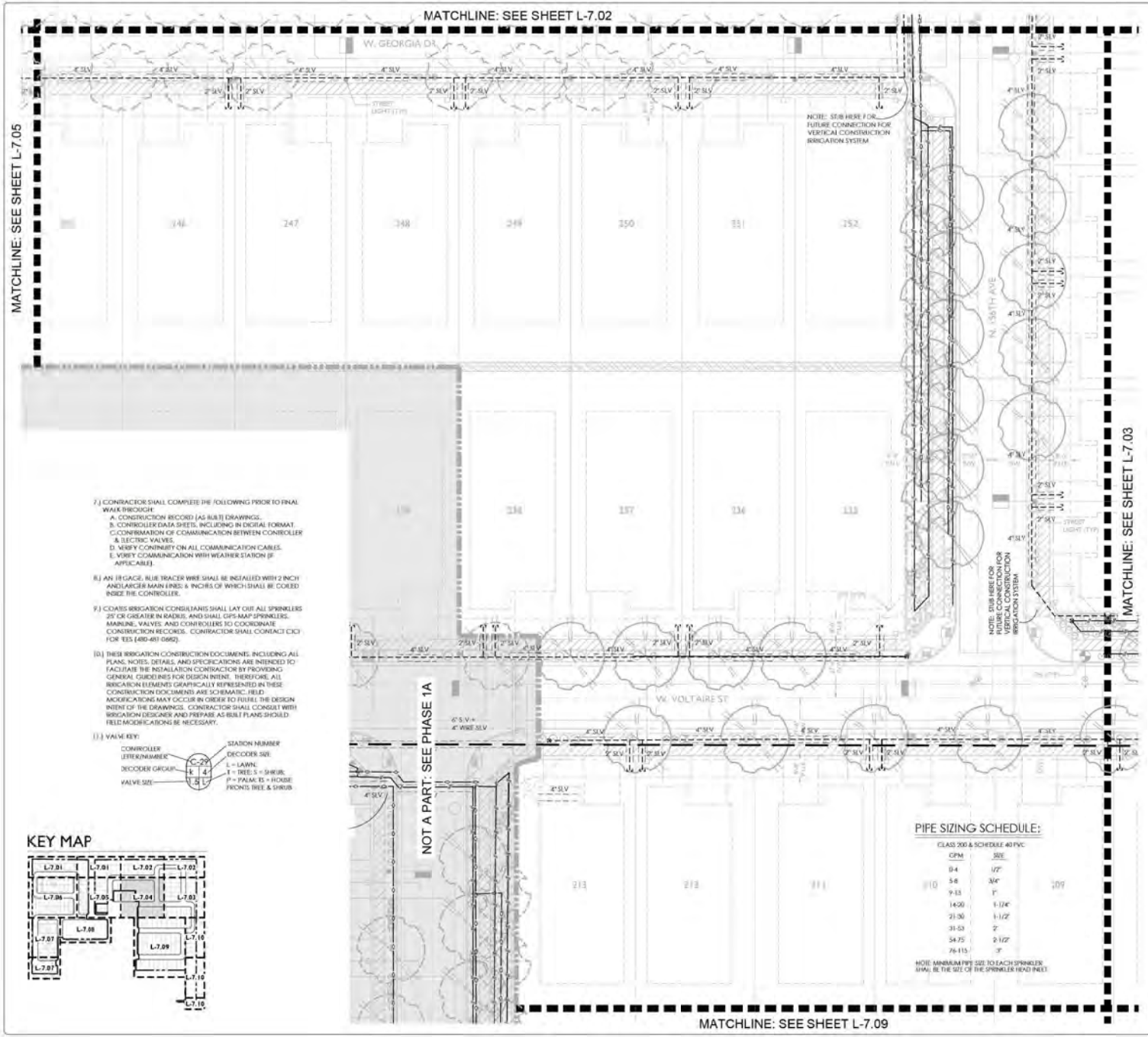

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IRRIGATION PLAN

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Designed: CICI
Drawn by: CICI

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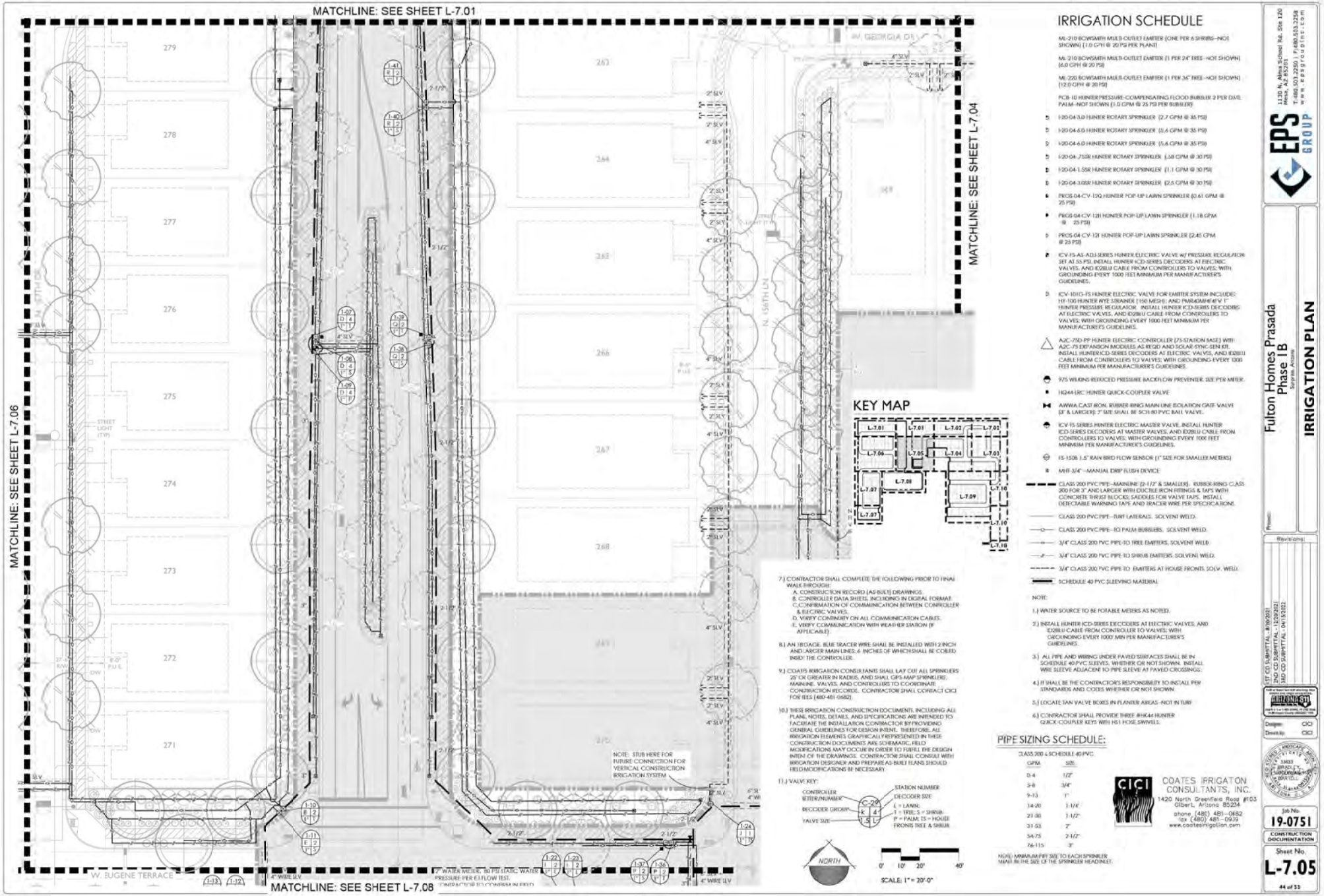

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4.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PER STANDARDS AND CODES WHETHER OR NOT SHOWN.

5.) LOCATE TAN VALVE BOXES IN PLANTER AREAS--NOT IN TURF.

6.) CONTRACTOR SHALL PROVIDE THREE #HQ44 HUNTER QUICK-COUPLER KEYS WITH HS1 HOSE SWIVELS.

7.) CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
- A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
- B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
- C. CONFIRMATION OF COMMUNICATION BETWEEN CONTROLLER & ELECTRIC VALVES.
- D. VERIFY CONTINUITY ON ALL COMMUNICATION CABLES.
- E. VERIFY COMMUNICATION WITH WEATHER STATION (IF APPLICABLE).

8.) AN 18 GAGE, BLUE TRACER WIRE SHALL BE INSTALLED WITH 2 INCH AND LARGER MAIN LINES. 6 INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.

9.) COATES IRRIGATION CONSULTANTS SHALL LAY OUT ALL SPRINKLERS 25' OR GREATER IN RADIUS, AND SHALL GPS-MAP SPRINKLERS, MAIN LINE, VALVES, AND CONTROLLERS TO COORDINATE CONSTRUCTION RECORDS. CONTRACTOR SHALL CONTACT CICI FOR FEES (480-481-0682).

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11.) VALVE KEY:

PIPE SIZING SCHEDULE:

CLASS 200 & SCHEDULE 40 PVC

GPM	SIZE
0-4	1/2"
5-8	3/4"
9-13	1"
14-20	1-1/4"
21-30	1-1/2"
31-53	2"
54-75	2-1/2"
76-115	3"

NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER MAINS IN THE SIZE OF THE SPRINKLER HEADINLET.

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w w w . e p s g r o u p i n c . c o m

Fulton Homes Prasada
Phase 1B
Surprise, Arizona

IRRIGATION PLAN

Revisions:
1ST CD SUBMITTAL - 8/30/2021
2ND CD SUBMITTAL - 12/30/2021
3RD CD SUBMITTAL - 04/15/2022

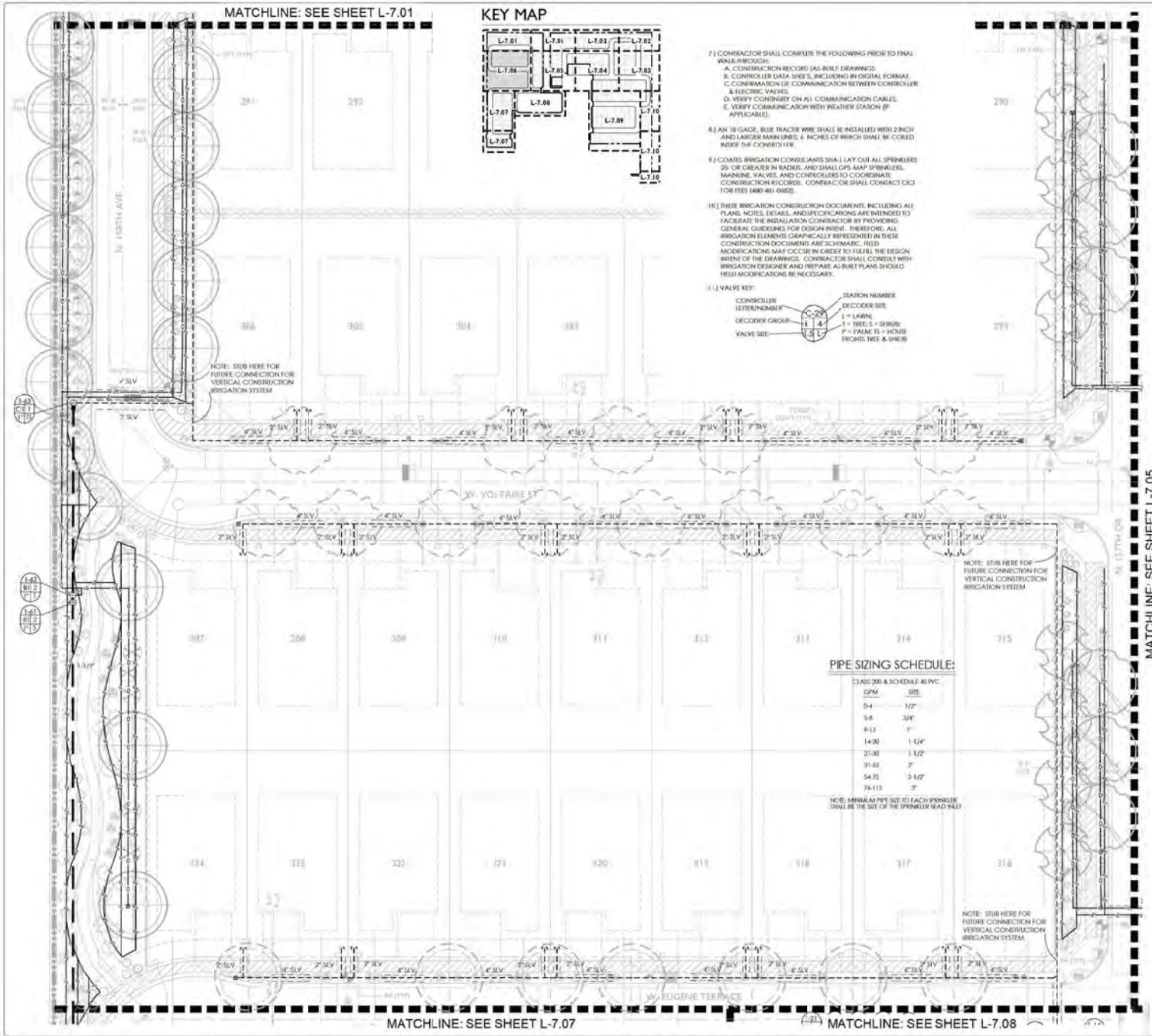
Designer: CICI
Drawn by: CICI

Job No.
19-07751

CONSTRUCTION DOCUMENTATION

Sheet No.
L-7.05
44 of 53

19-0751



IRRIGATION SCHEDULE

ML-210 BOWSMITH MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)

ML-210 BOWSMITH MULTI-OUTLET EMITTER (1 PER 24" TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)

ML-220 BOWSMITH MULTI-OUTLET EMITTER (1 PER 36" TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)

PCB-10 HUNTER PRESSURE-COMPENSATING FLOOD BUBBLER? PER DATE PALM--NOT SHOWN (1.0 GPM @ 25 PSI PER BUBBLER)

- I-20-04-330 HUNTER ROTARY SPRINKLER (2.7 GPM @ 35 PSI)
- I-20-04-660 HUNTER ROTARY SPRINKLER (5.6 GPM @ 35 PSI)
- I-20-04-660 HUNTER ROTARY SPRINKLER (3.6 GPM @ 35 PSI)
- I-20-04-75SR HUNTER ROTARY SPRINKLER (.58 GPM @ 30 PSI)
- I-20-04-150 HUNTER ROTARY SPRINKLER (1.1 GPM @ 30 PSI)
- I-20-04-300 HUNTER ROTARY SPRINKLER (2.5 GPM @ 30 PSI)
- PROS-04-CV-12Q HUNTER POP-UP LAWN SPRINKLER (0.41 GPM @ 25 PSI)
- PROS-04-CV-12H HUNTER POP-UP LAWN SPRINKLER (1.18 GPM @ 25 PSI)
- PROS-04-CV-12F HUNTER POP-UP LAWN SPRINKLER (2.45 GPM @ 25 PSI)
- ICV-FS-AS-AD1-SERIES HUNTER ELECTRIC VALVE W/ PRESSURE REGULATOR SET AT 55 PSI. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES. AND (D2BLU CABLE FROM CONTROLLERS TO VALVES; WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- ICV-101G-FS HUNTER ELECTRIC VALVE FOR EMITTER SYSTEM INCLUDES: HY-100 HUNTER WYE STRAINER (150 MESH); AND PMR40MF4HFV 1" HUNTER PRESSURE REGULATOR. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES. AND (D2BLU CABLE FROM CONTROLLERS TO VALVES; WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- A2C-75D-PP HUNTER ELECTRIC CONTROLLER (75-STATION BASE) WITH A2C-75 EXPANSION MODULE AS REQD AND SOLAR SYNC-SEN KIT. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES. AND (D2BLU CABLE FROM CONTROLLERS TO VALVES; WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- 975 WILKINS REDUCED PRESSURE BACKFLOW PREVENTER. SIZE PER METER.
- HQ44-LRC HUNTER QUICK-COUPLER VALVE
- AWWA CAST IRON, RUBBER-RING MAIN LINE ISOLATION GATE VALVE (3" & LARGER); 2" SIZE SHALL BE SCH 80 PVC BALL VALVE.
- ICV-FS-SERIES HUNTER ELECTRIC MASTER VALVE. INSTALL HUNTER ICD-SERIES DECODERS AT MASTER VALVES. AND (D2BLU CABLE FROM CONTROLLERS TO VALVES; WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- FS-150B 1.5" RAIN BIRD FLOW SENSOR (1" SIZE FOR SMALLER METERS)
- MHT-3/4"--MANUAL DRIP FLUSH DEVICE

- CLASS 200 PVC PIPE--MAINLINE (2-1/2" & SMALLER). RUBBER-RING CLASS 200 FOR 3" AND LARGER WITH DUCTILE IRON FITTINGS & TAPS WITH CONCRETE THRUST BLOCKS; SADDLES FOR VALVE TAPS. INSTALL DETECTABLE WARNING TAPE AND TRACER WIRE PER SPECIFICATIONS.
- CLASS 200 PVC PIPE--TURF LATERALS. SOLVENT WELD.
- CLASS 200 PVC PIPE--TO PALM BUBBLERS. SOLVENT WELD.
- 3/4" CLASS 200 PVC PIPE-TO TREE EMITTERS. SOLVENT WELD.
- 3/4" CLASS 200 PVC PIPE-TO SHRUB EMITTERS. SOLVENT WELD.
- 3/4" CLASS 200 PVC PIPE-TO EMITTERS AT HOUSE FRONTS. SOLV. WELD
- SCHEDULE 40 PVC SLEEVING MATERIAL

NOTE:

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11.) VALVE KEY:
CONTROLLER LETTER/NUMBER
DECODER GROUP
VALVE SIZE
STATION NUMBER
DECODER SIZE
L = LAWN;
T = TREE; S = SHRUB;
P = PALM; TS = HOUSE FRONTS, TREE & SHRUB

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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

IRRIGATION PLAN

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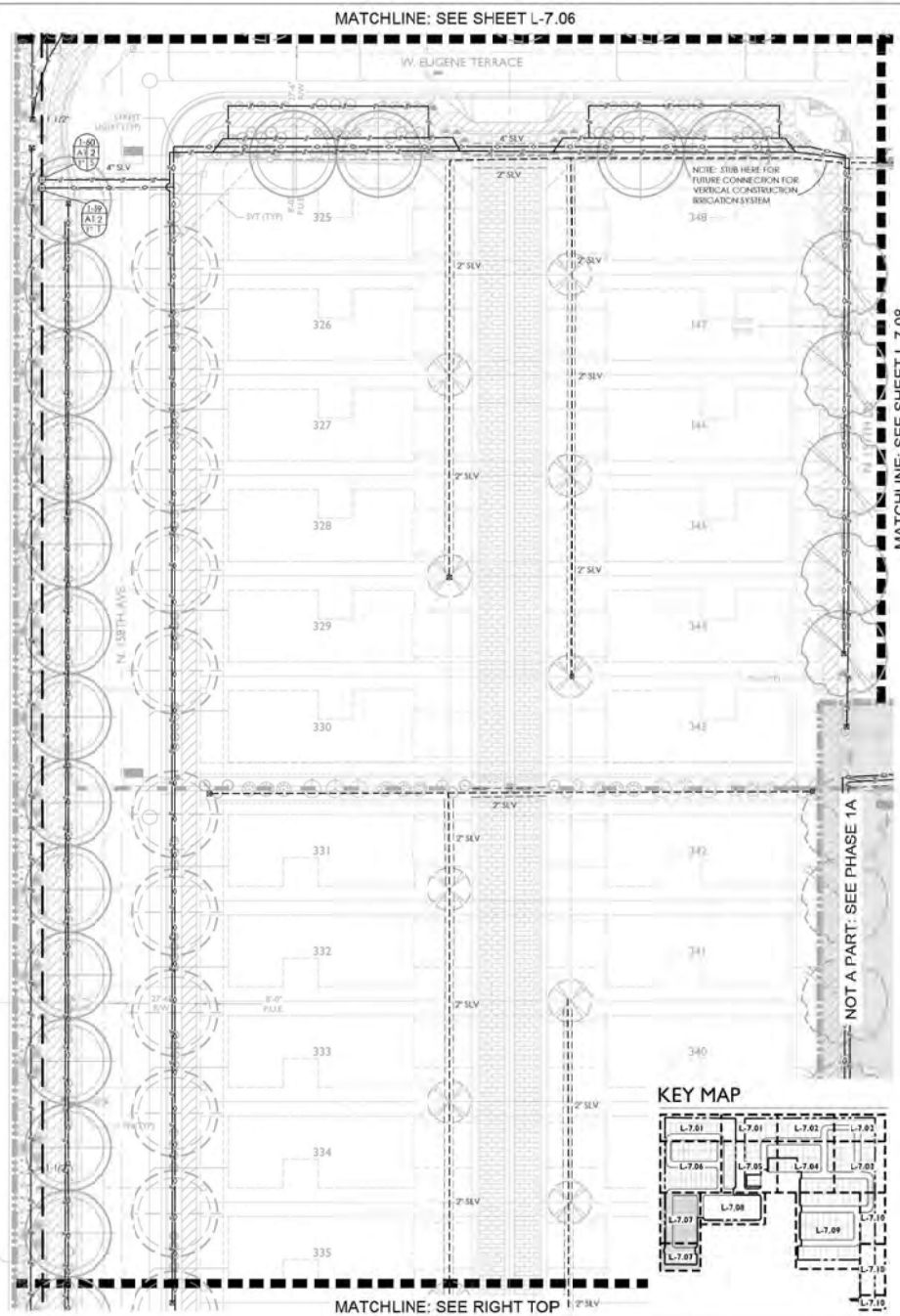
Designer: CICI
Drawn by: CICI

Job No. 19-07751
CONSTRUCTION DOCUMENTATION
Sheet No. L-7.06
45 of 53

19-0751



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CLASS 200 & SCHEDULE 40 PVC

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0-4	1/2"
5-8	3/4"
9-13	1"
14-20	1-1/4"
21-30	1-1/2"
31-53	2"
54-75	2-1/2"
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NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SIZE OF THE SPRINKLER HEAD INLET.

IRRIGATION SCHEDULE

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MIL-210 BOWSMITH MULTI-OUTLET EMITTER (1 PER 24" TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)

MIL-220 BOWSMITH MULTI-OUTLET EMITTER (1 PER 36" TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)

PCB-15 HUNTER PRESSURE-COMPENSATING FLOOD BUBBLER 2 PER DATE PALM--NOT SHOWN (1.0 GPM @ 25 PSI PER BUBBLER)

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- I-20-04-6.0 HUNTER ROTARY SPRINKLER (5.6 GPM @ 35 PSI)
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- I-20-04-3.0SR HUNTER ROTARY SPRINKLER (2.5 GPM @ 30 PSI)
- PROS-04-CV-12G HUNTER POP-UP LAWN SPRINKLER (0.61 GPM @ 25 PSI)
- PROS-04-CV-12H HUNTER POP-UP LAWN SPRINKLER (1.18 GPM @ 25 PSI)
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- MHT-3/4"--MANUAL DRIP FLUSH DEVICE

- CLASS 200 PVC PIPE--MAINLINE (2-1/2" & SMALLER). RUBBER-RING CLASS 200 FOR 3" AND LARGER WITH DUCTILE IRON FITTINGS & TAPS WITH CONCRETE THRUST BLOCKS; SADDLES FOR VALVE TAPS. INSTALL DETECTABLE WARNING TAPE AND TRACER WIRE PER SPECIFICATIONS.
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0' 10' 20' 40'

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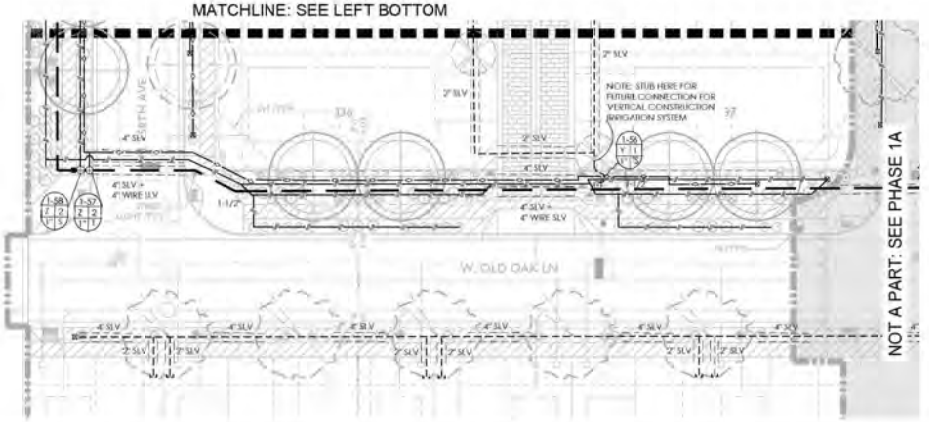

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Fulton Homes Prasada
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Queen Creek, Arizona

IRRIGATION PLAN

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Designer: CICI
Drawn by: CICI

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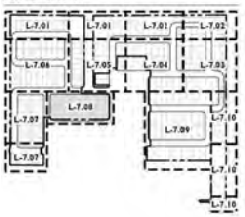
46 of 53

19-0751

KEY MAP



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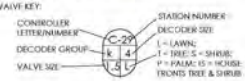

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ML-210 BOWSMITH MULTI-OUTLET EMITTER (1 PER 24" TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)

ML-220 BOWSMITH MULTI-OUTLET EMITTER (1 PER 36" TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)

PCB-10 HUNTER PRESSURE-COMPENSATING FLOOD BUBBLER2 PER DATE PALM--NOT SHOWN (1.0 GPM @ 25 PSI PER BUBBLER)

- I-20-04-3.0 HUNTER ROTARY SPRINKLER (2.7 GPM @ 35 PSI)
- I-20-04-6.0 HUNTER ROTARY SPRINKLER (5.4 GPM @ 35 PSI)
- I-20-04-6.0 HUNTER ROTARY SPRINKLER (5.6 GPM @ 35 PSI)
- I-20-04-.75SR HUNTER ROTARY SPRINKLER (.58 GPM @ 30 PSI)
- I-20-04-1.5SR HUNTER ROTARY SPRINKLER (1.1 GPM @ 30 PSI)
- I-20-04-3.0SR HUNTER ROTARY SPRINKLER (2.5 GPM @ 30 PSI)
- PROS-04-CV-12Q HUNTER POP-UP LAWN SPRINKLER (0.61 GPM @ 25 PSI)
- PROS-04-CV-12H HUNTER POP-UP LAWN SPRINKLER (1.18 GPM @ 25 PSI)
- PROS-04-CV-12F HUNTER POP-UP LAWN SPRINKLER (2.45 GPM @ 25 PSI)
- ICV-FS-AS-ADJ-SERIES HUNTER ELECTRIC VALVE w/ PRESSURE REGULATOR SET AT 55 PSI. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES; WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- ICV-101G-FS HUNTER ELECTRIC VALVE FOR EMITTER SYSTEM INCLUDES: HY-100 HUNTER WYE STRAINER (150 MESH), AND PMR40MF4NPV 1" HUNTER PRESSURE REGULATOR. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- A2C-75D-PP HUNTER ELECTRIC CONTROLLER (75-STATION BASE) WITH A2C-75 EXPANSION MODULES AS REQD AND SOLAR SYNC-SEN KIT. INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND ID2BLU CABLE FROM CONTROLLERS TO VALVES; WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.

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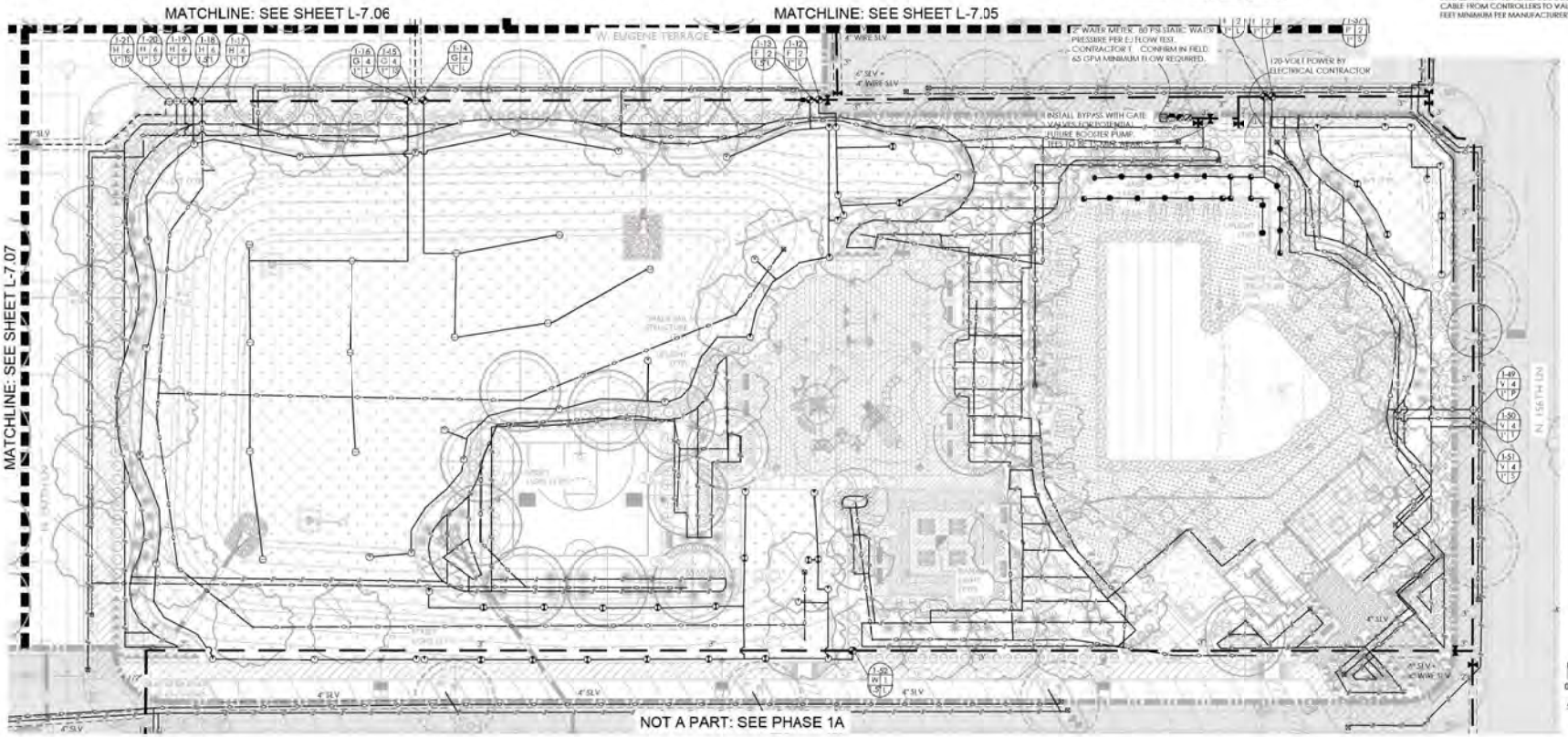
MATCHLINE: SEE SHEET L-7.06

MATCHLINE: SEE SHEET L-7.05

MATCHLINE: SEE SHEET L-7.07



NORTH

0' 10' 20' 40'

SCALE: 1" = 20'-0"

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Fulton Homes Prasada Phase 1B
Surprise, Arizona

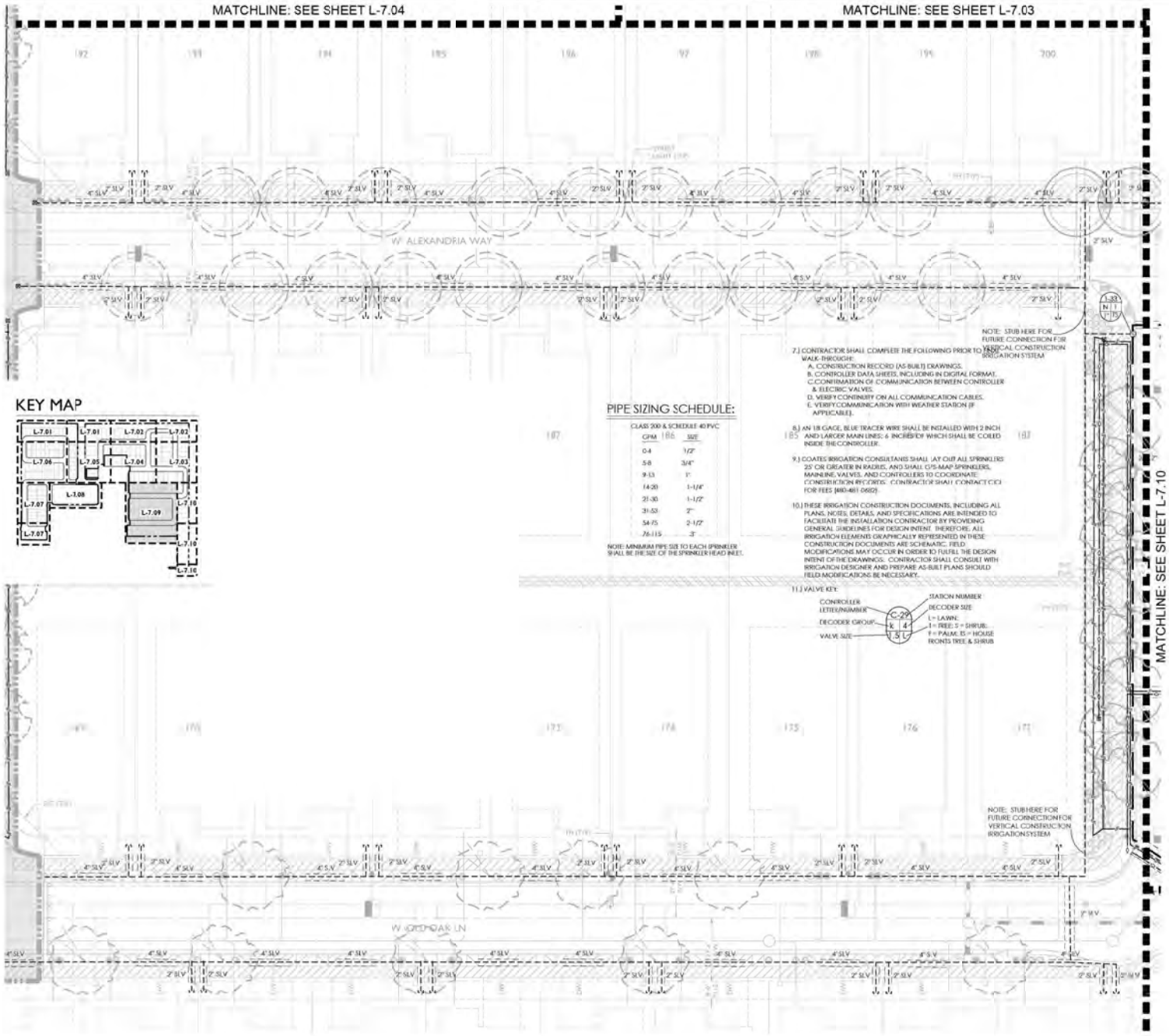
IRRIGATION PLAN

Revisions:
1ST CD SUBMITTAL - 8/19/2021
2ND CD SUBMITTAL - 12/30/2021
3RD CD SUBMITTAL - 04/15/2022

Designer: CICI
Drawn by: CICI

Job No. 19-07751
CONSTRUCTION DOCUMENTATION
Sheet No. L-7.08
47 of 53

19-07751



IRRIGATION SCHEDULE

ML-210 BOWSMITH MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)

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- 976 WILKINS REDUCED PRESSURE BACKFLOW PREVENTER. SIZE PER METER.
- HQ44-LRC HUNTER QUICK-COUPLER VALVE
- AWWA CAST IRON, RUBBER-RING MAIN LINE ISOLATION GATE VALVE (3" & LARGER); 2" SIZE SHALL BE SCH 80 PVC BALL VALVE.
- ICV-FS-SERIES HUNTER ELECTRIC MASTER VALVE. INSTALL HUNTER ICD-SERIES DECODERS AT MASTER VALVES, AND 2DBLU CABLE FROM CONTROLLERS TO VALVES; WITH GROUNDING EVERY 1000 FEET MINIMUM PER MANUFACTURER'S GUIDELINES.
- FS-150B 1.5" RAIN BIRD FLOW SENSOR (1" SIZE FOR SMALLER METERS)
- MHT-3/4" - MANUAL DRIP FLUSH DEVICE
- CLASS 200 PVC PIPE--MAINLINE (2-1/2" & SMALLER). RUBBER-RING CLASS 200 FOR 3" AND LARGER WITH DUCTILE IRON FITTINGS & TAPS WITH CONCRETE THRUST BLOCKS; SADDLES FOR VALVE TAPS. INSTALL DETECTABLE WARNING TAPE AND TRACER WIRE PER SPECIFICATIONS.
- CLASS 200 PVC PIPE--TURF LATERALS. SOLVENT WELD.
- CLASS 200 PVC PIPE--TO PALM BUBBLERS. SOLVENT WELD.
- 3/4" CLASS 200 PVC PIPE-TO TREE EMITTERS. SOLVENT WELD.
- 3/4" CLASS 200 PVC PIPE-TO SHRUB EMITTERS. SOLVENT WELD.
- 3/4" CLASS 200 PVC PIPE-TO EMITTERS AT HOUSE FRONTS. SOLV. WELD.
- SCHEDULE 40 PVC SLEEVING MATERIAL

NOTE:

1.) WATER SOURCE TO BE POTABLE METERS AS NOTED.

2.) INSTALL HUNTER ICD-SERIES DECODERS AT ELECTRIC VALVES, AND 2DBLU CABLE FROM CONTROLLER TO VALVES; WITH GROUNDING EVERY 1000' MIN PER MANUFACTURER'S GUIDELINES.

3.) ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN SCHEDULE 40 PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL WIRE SLEEVE ADJACENT TO PIPE SLEEVE AT PAVED CROSSINGS.

4.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PER STANDARDS AND CODES WHETHER OR NOT SHOWN.

5.) LOCATE TAN VALVE BOXES IN PLANTER AREAS--NOT IN SIDEWALK.

6.) CONTRACTOR SHALL PROVIDE THREE #HK44 HUNTER QUICK-COUPLER KEYS WITH HOSE SWIVELS.

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NORTH

0' 10' 20' 40'

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Fulton Homes Prasada
Phase 1B
Surprise, Arizona

Phone:

IRRIGATION PLAN

Revisions:
1ST CD SUBMITTAL - 8/30/2021
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3RD CD SUBMITTAL - 04/19/2022

Designer: CICI
Drawn by: CICI

Job No. 19-0751
CONSTRUCTION DOCUMENTATION
Sheet No. L-7.09
49 of 53

19-0751

IRRIGATION PLAN
Fulton Homes Prasada
Phase 1B
Sheet No.
L-7.10
19-0751
IRRIGATION SCHEDULE
KEY MAP
MATCHLINE: SEE SHEET L-7.09
MATCHLINE: SEE SHEET L-7.03
MATCHLINE: SEE LEFT BOTTOM
MATCHLINE: SEE RIGHT TOP
MATCHLINE: SEE CENTER TOP
MATCHLINE: SEE CENTER BOTTOM
NOT A PART: SEE REEMS PLAN
NOT A PART: SEE PHASE 1A
PIPE SIZING SCHEDULE:
COATES IRRIGATION CONSULTANTS, INC.
EPS GROUP

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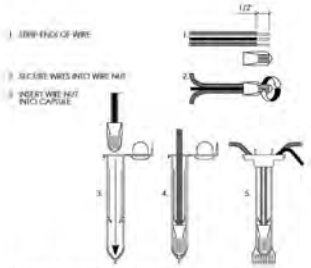
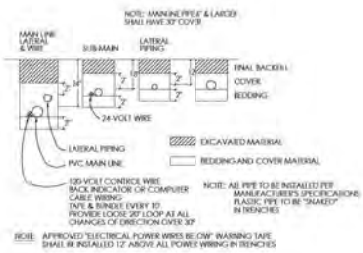
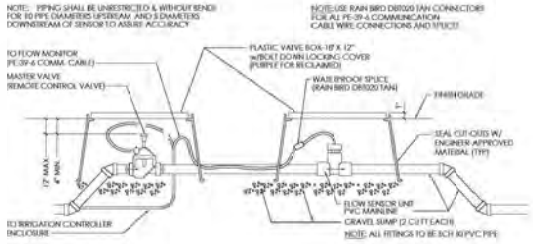


DIRECT-BURY WIRE SPLICE



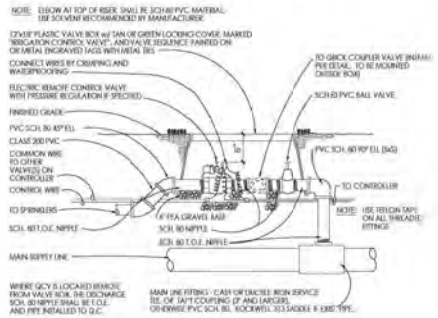
TRENCHING DETAIL



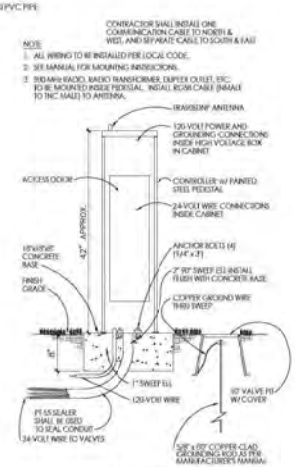
MASTER VALVE/FLOW SENSOR DETAIL

FLOW SENSOR DISTANCES SCHEDULE

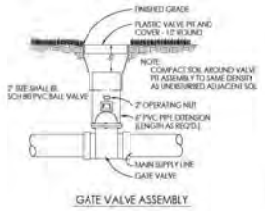
PIPE SIZE	CLEAR DISTANCE UPSTREAM	CLEAR DISTANCE DOWNSTREAM
1"	10"	5"
1-1/4"	12.5"	6.25"
1-1/2"	15"	7.5"
2"	20"	10"
2-1/2"	25"	12.5"
3"	30"	15"
4"	40"	20"
6"	60"	30"
8"	80"	40"
10"	100"	50"
12"	120"	60"



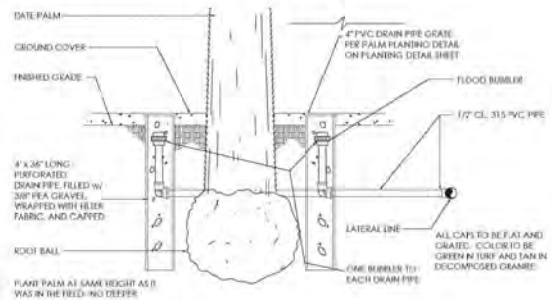
REMOTE CONTROL VALVE ASSEMBLY



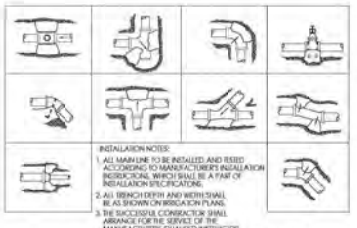
PEDESTAL-MOUNT CONTROLLER



GATE VALVE ASSEMBLY



DATE PALM BUBBLER ASSEMBLY



TYPICAL THRUST BLOCK FOR BELL & RING PIPE

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Project: Fulton Homes Prasada Phase 1B
Surprise, Arizona

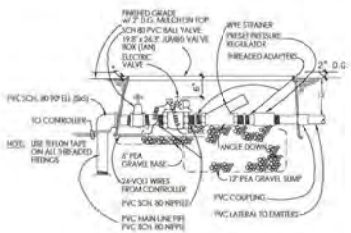
IRRIGATION_DETAILS

Revisions:
1ST CD SUBMITTAL - 8/27/2021
2ND CD SUBMITTAL - 12/09/2021
3RD CD SUBMITTAL - 04/15/2022

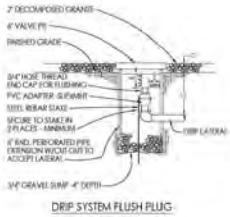
Designer: CICI
Drawn by: CICI

Job No. 19-0751
CONSTRUCTION DOCUMENTATION
Sheet No. L-8.01
58 of 83

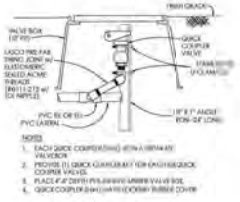
19-0751



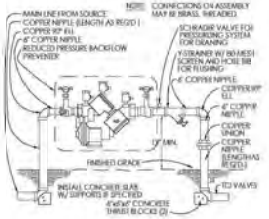
EMITTER VALVE MANIFOLD



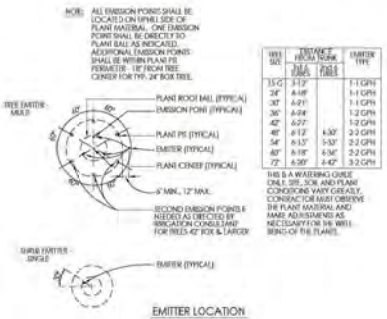
DRIP SYSTEM FLUSH PLUG



QUICK-COUPLER VALVE IN BOX



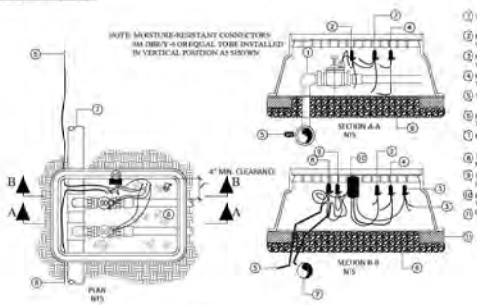
REDUCED PRESSURE BACKFLOW PREVENTER



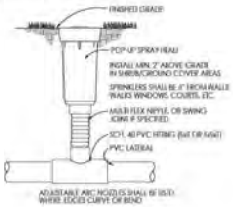
TREE SIZE	EMITTER AREA FROM TRUNK		EMITTER TYPE
	RING	AREA	
15 G	3'-0"		1-1 GPH
24"	4'-0"		1-1 GPH
30"	6'-0"		1-1 GPH
36"	6'-0"		1-2 GPH
42"	6'-0"		1-2 GPH
48"	6'-0"	6'-0"	2-2 GPH
54"	6'-0"	5'-0"	2-2 GPH
60"	6'-0"	6'-0"	2-2 GPH
72"	6'-0"	6'-0"	3-2 GPH

THIS IS A WATERING GUIDE ONLY. SOIL AND PLANT CONDITIONS VARY GREATLY. CONTRACTOR MUST OBSERVE THE PLANT MATERIAL AND MAKE ADJUSTMENTS AS NECESSARY FOR THE WELL BEING OF THE PLANTS.

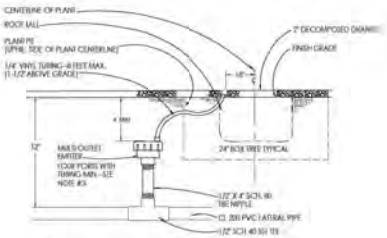
EMITTER LOCATION



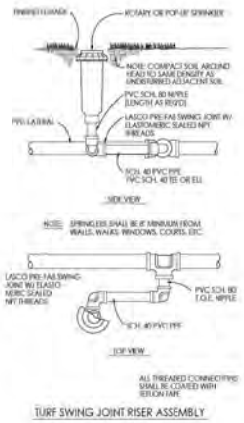
ELECTRIC VALVE *DECODER* INSTALLATION NTS



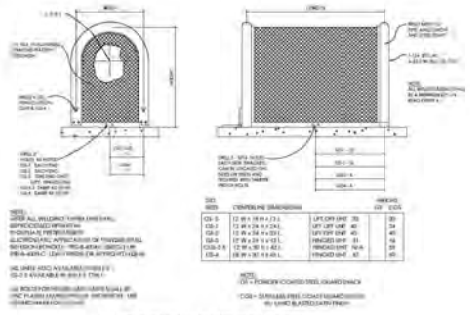
POP-UP SPRAY HEAD



MULTI-OUTLET EMITTER



TURF SWING JOINT RISER ASSEMBLY



DIM. NOTES	CENTERLINE DIMENSIONS		HINGED SIDE	OPP. SIDE
CGS-15	72 3/8 x 19 3/4 x 23 1/2	LIFT OFF UNIT	70	70
CGS-2	72 3/8 x 24 1/4 x 29 1/2	LIFT OFF UNIT	40	54
CGS-2	72 3/8 x 24 1/4 x 35 1/2	LIFT OFF UNIT	40	40
CGS-5	57 3/8 x 29 1/4 x 23 1/2	HINGED DOOR	55	56
CGS-5.5	72 3/8 x 30 1/4 x 40 1/2	HINGED DOOR	56.6	59
CGS-4	68 3/8 x 30 1/4 x 40 1/2	HINGED DOOR	60	60

BACKFLOW PREVENTER ENCLOSURE

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Fulton Homes Prasada Phase 1B
Sunnyslope, Arizona

IRRIGATION_DETAILS

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3RD CD SUBMITTAL - 04/15/2022

Designer: CICI
Drawn by: CICI

Job No. 19-0751
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Sheet No. L-8.02
51 of 53

19-0751

Apr 14, 2022 11:51am C:\IRRIGATION PROJECTS\Irrigation Projects\ALL CHPS COMMERCIAL\Fulton Homes Projects\Prasada\Sheets\Plot\Plot for pdf's\Irrig Det Specs\19-0751 PH 1A - L-8.01 Irrigation Details-Specs.dwg

PUMP NOTES:

1.) A 3'-0" MINIMUM CLEARANCE SHALL BE MAINTAINED BETWEEN ANY PIECE OF APPARATUS ON THE PUMP STATION AND THE WALL IF ANY ENCLOSURE IS TO BE INSTALLED.

2.) PUMP ENCLOSURE SHALL BE COORDINATED BY THE CONTRACTOR ACCORDING TO LOCAL CODES AND PUMP STATION SHOP DRAWINGS.

3.) FINAL RECOMMENDATIONS, PERMITS, AND APPROVALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR PROPER COORDINATION.

4.) PUMP STATION SHALL BE IN AN ENCLOSURE TO PROTECT IT FROM THE WEATHER, AS PER ARCHITECT'S PLANS AND SPECIFICATIONS. SLOPE PAD FOR DRAINAGE.

5.) REFER TO MANUFACTURER'S SHOP DRAWINGS FOR EXACT DIMENSIONS.

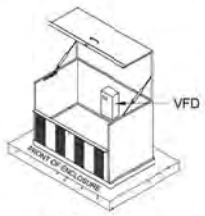
6.) PROTECTION FROM FREEZING:
ABOVE-GROUND EQUIPMENT WITH EXPOSED CONTROL PIPING SHALL BE PROTECTED FROM FREEZING BY:
A. WRAPPING CONTROL PIPING WITH INSULATION.

7.) GROUNDING IS REQUIRED FOR THE PUMP STATION. CONTRACTOR SHALL INSTALL COPPER-CLAD GROUND ELECTRODES (PER INDUSTRY STANDARDS), WITH 10 OHMS MAXIMUM RESISTANCE. PROVIDE REPORT FOR RESISTANCE TEST.

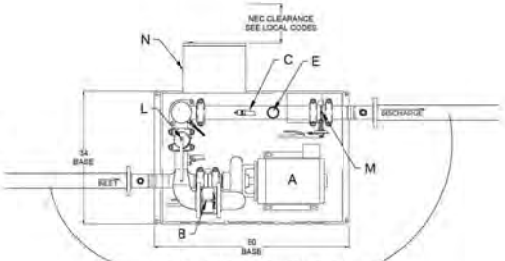
PUMP STATION SPECIFICATIONS:
NAME: FULTON PRASADA
STATION MODEL: WMBV-5000-7A-5-460-3-100-90
STATION TOTAL PERFORMANCE: 100 GPM @ 90 PSI
DYNAMIC INLET PRESSURE: 60 PSI
BOOST PRESSURE: 30 PSI
REGULATED DISCHARGE PRESSURE: 90 PSI
PUMP HORSEPOWER:
PUMP NO.1: 5HP (3600RPM)
CHECK VALVE SIZES:
PUMP NO.1 3"
ISOLATION VALVE SIZES:
DISCHARGE ISOLATION VALVE SIZE: 3"
DISCHARGE MANIFOLD SIZE: 3"

POWER REQUIREMENTS: 460V, 60 HZ, 3PHZ, 12FLA (EST.)
EXHAUST FAN REQUIREMENTS: 240CFM

STATION COMPONENTS:
A PUMP AND MOTOR
B CHECK VALVE
C PRESSURE TRANSDUCER WITH GAUGE
D BYPASS VALVE
E FLOW SENSOR
F TEMP SENSOR
G STATION FAN HOOD MOUNTED
H PUMP INTAKE ISOLATION VALVE
I MARINE GRADE ALUMINUM ENCLOSURE (UNPAINTED)
J VFD WITH PUMP CONTROLLER
K STAINLESS STEEL BASE (UNPAINTED)
L PUMP DISCHARGE ISOLATION VALVE
M STATION DISCHARGE ISOLATION VALVE
N DEAD-FRONT DISCONNECT

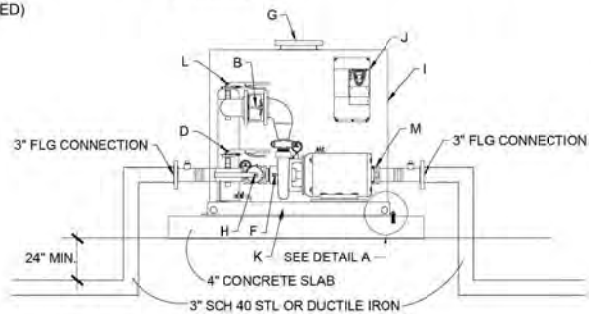


ENCLOSURE
ISOMETRIC VIEW



3" SCH 40 STL OR DUCTILE IRON
ABOVE GROUND. CHANGE TO PVC
UNDERGROUND AFTER ELBOW.

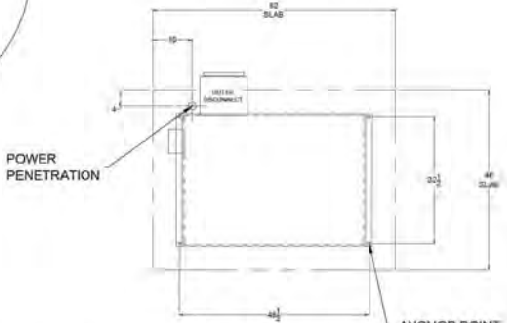
NOTE: BOOSTER PUMP IS NOT
REQUIRED UNLESS DESIGNATED
BY OWNER.



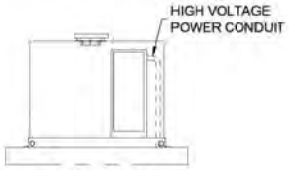
3" SCH 40 STL OR DUCTILE IRON
ABOVE GROUND. CHANGE TO PVC
UNDERGROUND AFTER ELBOW.

NOTE: THE PHASE 1 / P.O.C. #1
BOOSTER PUMP IS LOCATED
WITHIN PHASE 1A

DETAIL "A"
CONCRETE ANCHOR
TYPICAL (4) LOCATIONS



BASE & SLAB DETAIL



BACK OF ENCLOSURE

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Phase 1B
Gilbert, Arizona

IRRIGATION_BOOSTER_PUMP

Revisions:
1ST CD SUBMITTAL - 8/9/2021
2ND CD SUBMITTAL - 12/20/2021
3RD CD SUBMITTAL - 04/15/2022

Designed: CICI
Drawn by: CICI

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-8.03
52 of 53

19-0751

Apr 14, 2022 11:54am C:\IRRIGATION PROJECTS\Irrigation Projects\VALLEY'S COMMERCIAL\Fulton Homes Projects\Prasada\Sheets\PHB\Files for pdf's\Booster Pumps\19-0751 PH. 1A - L-8.03 Booster Pump.dwg

IRRIGATION SPECIFICATIONS

PART I - GENERAL

1.01 WORK INCLUDED

Work of this Section generally includes a provision of an underground irrigation system including the following:

1. Trenching, stockpiling excavation materials, and refilling trenches.
2. Complete systems including but not limited to piping, pump station, assemblies, valves, fittings, heads, controller wiring, and final adjustments to ensure efficient coverage as determined by Architect.
3. Water connections.
4. Replacements of unsatisfactory materials.
5. Clean-up, inspection, and approval.
6. Tests.

1.02 REFERENCES

Perform Work in accordance with requirement of Conditions of the Contract and Division 01 - General Requirements as well as provisions of all applicable laws, codes, ordinances, rules and regulations. Conform to requirements of reference information listed below, except where more stringent requirements are shown or specified in Contract Documents:

1. American Society for Testing and Materials (ASTM) - Specifications and Test Methods specifically referenced in this section.
2. Underwriters Laboratories (UL) - UL Wires and Cables.

1.03 QUALITY ASSURANCE

Installer Qualifications - Installer shall have had considerable experience and demonstrated ability in the installation of irrigation system(s) of specified type(s) in a neat, orderly, and responsible manner in accordance with recognized standards of workmanship. To demonstrate ability, experience, and financial stability necessary for the project, submit if requested by Consultant, prior to contract award the following:

1. List of 3 projects completed in the last 2 years of similar complexity to the Project. Description of projects shall include:
   a. Name of project.
   b. Location.
   c. Owner.
   d. Brief description of work and project budget.
2. Current company financial statement.

Special Requirements:

a. Tolerances - Specified depths of pressure supply lines and laterals and pitch of pipes are minimums. Settlement of trenches is cause for removal of lines to grade treatment.
b. Coordination with Other Contracts - Protect, maintain, and coordinate Work with Tasks under other sections.
c. Damage to Other Improvements - Contractor shall replace or repair damage to grading, soil preparation, seeding, sodding, or planting done under other Sections during work associated with installation of irrigation system at no additional cost to the Owner.
d. Work involving substantial planting for installation of backflow preventers, copper service, and related work shall be executed by licensed and bonded plumber(s), performed in accordance with all prevailing codes and regulations.
e. Work involving connection to, installation, or extension of 120 volt or greater electrical service shall be executed by a licensed and bonded electrician, performed in accordance with all prevailing codes and regulations.

1.04 SUBMITTALS

Prepare and make submittals in accordance with conditions of the Contract prior to installation.

STAKING, CONSTRUCTION RECORD DRAWINGS, AND PROGRAMMING

1. Coates Irrigation Consultants Inc. (CIC) shall stake the locations of all sprinklers 25-feet in radius or greater with the assistance of Contractor (refer to Section 2.07 I, and contact CIC prior to Bid for staking fees). CIC shall use the GPS collection method to record the rotary sprinklers mainline routing, electric and gate valves, and controllers, and provide plan copy to Contractor. Contractor shall draw lateral piping, control/isolation numbers, and all other record information on the Field Record. At end of every day, review Field Record for all work accomplished that day in RED ink. The Field Record Plan(s) shall be available at the Project Site for review. Upon completion of Project, Contractor shall submit Field Record Plan for review, prior to final acceptance.

   Record plans shall be to same scale and in the same format as designed plans.

2. Following approval of Field Record Plan by the Architect and Consultant, the Contractor shall submit the Field Record Plan with ALL changes, additions, and modifications performed during the project installation to Consultant. Consultant (CIC) shall create a digital Construction Record from the information provided by Contractor. The digital Construction Record file shall be generated as follows:
   a. PDF: Contractor shall contract with Coates Irrigation Consultants Inc. (CIC) to combine all Field Record information and GPS data for locations of water source(s), mainline routing, valves, controllers, and base information to correspond with the site plan. This digital file shall be placed into sheet form as required, and Portable Document Format (PDF) files created as the Construction Record. Contractor shall contact CIC prior to Bid for fees for GPS data collection and creation of digital Construction Record.

3. Consultant will not certify any pay request submitted by the Contractor if the Field Record drawings are not current, and processing of pay request will not occur until Field Records are updated.

4. Consultant (CIC) shall collect the field controller data for programming purposes, if Contractor is unable to collect data until the process delays project completion. Contractor shall contact CIC for fees for data collection.

5. Prior to scheduling walk through for substantial completion, Contractor is to submit all Field Record information to the Consultant for approval.

6. Contractor shall also provide both a hard copy and Electronic Form version of the Controller Data Sheets to the Consultant. Hard copy and Electronic Forms shall be provided to the Contractor by Coates Irrigation Consultants Inc.

CONTROLLER CHARTS - Do not prepare controller charts until Construction Record (as-built) drawings have been approved by the Consultant.

1. Provide controller chart, automatic controller.
2. Controller drawing may be same size reproduction of the record drawing, if scale permits fitting them inside the controller door without folding drawing. If photo reduction prints are required, keep reproduction to maximum size possible to retain full legibility. Chart may also be Controller Data Sheet as the control supplier's systems, if approved by Consultant.
3. Controller chart shall be bond print of actual as-built system, showing area covered by that controller; or Controller Data Sheet showing information on each station; and with complete description of each station's location.
4. Identify area of coverage of each remote control valve, using a distinctly different pastel color for each zone. Highlight heads, lateral piping, and control valves.
5. Following review of controller drawings by Consultant, hermetically seal each chart between two layers of 20 mm thick clear plastic.
6. Controller chart shall be completed and approved by Consultant prior to final completion walk through of irrigation system.
7. Attach approved controller chart to inside of each controller door using self adhesive Velcro strips.

CONTROL SYSTEM PROCEDURES

1. Contractor shall be responsible to provide and install all specified control equipment to result in a complete and working system, whether or not all appurtenances are shown on plans. System shall include controllers, all grounding and surge protection, and electrical control wiring.
2. Following installation of each controller, contractor shall record all station data on a "Data Sheet" provided by the Consultant. This data shall include the type and quantity of irrigation devices on each station, nozzle type, arc, area of control (turf, trees, shrubs, etc.), valve size, gpm, location, etc. as shown on the Data Sheet.
3. Prior to final walk through for each area of the project, contractor shall confirm that the following has been accomplished:
   a. Construction record drawings per 1.04.1.
   b. Data Sheets for Controllers.
4. Consultant (CIC) shall provide the following programming services: station date, hydraulic iter, and programs and schedules in the irrigation computer. CIC shall not provide a visual, interactive map. Contractor shall contact CIC for fees for programming services prior to bid.
5. Product Warranty: Warranty includes the following:
   a. Manufacturer's stated warranties shall apply on all products.
   b. It shall mean that an authorized representative will be at the job site within 24 hours of notification of a product problem.
   c. Warranty shall include a one-year minimum product and labor warranty. If the product fails to meet project specifications and the manufacturer's representative is unable to resolve the deficiency, the product will be replaced at no cost to the client with the product of their choice. This includes Contractor's labor for product replacement at their normal hourly rates.
   d. In the event of a product problem, and the Consultant is required to spend additional time not covered by their contract as a result of this problem, then the manufacturer will reimburse the Consultant for time and materials at their normal hourly rates.

   "Project Qualifications:

   a. The Consultant must be currently certified as an irrigation designer by the Irrigation Association, the American Society of Irrigation Consultants, or licensed in the project state to practice landscape architecture which includes irrigation design.
   b. The project must consist entirely of new manufacturer's products where applicable (i.e. excluding pipe, fittings, & wiring). If any competitive products are INSTALLED in the project, the warranty will be the standard trade warranty as delineated in the manufacturer's product catalog.
   c. The manufacturer's representative must be notified in the event of a product problem at least twenty-four (24) hours prior to an in-field meeting.
   d. Installation must be certified by authorized representative in conformance to plans.

Operation Manual

Submit 3 sets of Operations Manual to Consultant for approval, prior to scheduling the final completion walk-through. Manual is to include the following in a 1 x 3 ring binder:

1. Index sheet stating project name, and listing Contractor name, address, phone number, and contact person. Include same information for Primary Sub-Contractors.
2. Manufacturer cut sheets for all material components of irrigation system. Highlight or circle specific models or items.

1.05 DELIVERY, STORAGE and HANDLING

Deliver, unload, store and handle materials, packaging, bundling, products, in dry conditions,or a weatherproof manner, to prevent damage, breakage, deterioration, intrusion, ignition, and vandalism. Deliver in original unopened packaging containers prominently displaying manufacturer name, volume, quantity, contents, instructions, and conformance to local, state, and federal law. Remove and replace cracked, broken, or contaminated items or elements prematurely exposed to moisture, inclement weather, snow, ice, temperature extremes, fire, or job site damage.

Handling of PVC Pipe - Exercise care in handling, loading and unsing of PVC pipe. All PVC pipe shall be transported in a vehicle which allows the entire length of pipe to be flat so-as-not to subject it to undue bending or concentrated external loads. All sections of pipe that have been dented or damaged shall be discarded, and if installed, shall be removed and replaced with new piping.

1.06 JOBSITE CONDITIONS

Protection of Property:

1. Preserve and protect utilities, plants, monuments, structures, and paved areas from damage due to Work in this Section. In the event damage does occur, all damage to inaterials items shall be completely repaired or replaced to the satisfaction of the Owner. All injuries to living plants shall be repaired by the Owner, and all costs of such repairs shall be charged to and paid by the Contractor.

2. Protect buildings, walks walls, and other property from damage. Flam and flammable open ditches. Damage caused to asphalt, concrete, or other building material surfaces shall be repaired or replaced at no cost to the Owner. Restore disturbed areas to original condition.

Existing Trees:

1. All trenching or other Work under limb spread of any and all evergreens or low branching deciduous material shall be done by hand or by other methods so as to prevent damage to limbs or branches.

2. Where the necessary is necessary adjacent to existing trees, use all possible care to avoid injury to trees, and tree roots. Excavation in areas where 2 inch and larger roots occur shall be done by hand. Roots 2 inches and larger in diameter, except directly in the path of pipe conduit, shall be tunneled under and shall be heavily wrapped with burlap to prevent scarring or excessive drying. Where a trenching machine is operated close to trees having roots smaller than 2 inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, making clean cuts through roots. Roots 1 inch and larger in diameter shall be painted with two coats of "Tree Seal". Trenches adjacent to trees shall be closed within 24 hours, and when this is not possible, the side of the trench adjacent to the tree shall be kept shaded with moistened burlap or canvas.

Protection and Repair of Underground Lines:

1 Request proper utility company to stake exact location (including depth) of all underground utilities. Take whatever precautions necessary to protect these underground lines from damage. In the event damage does occur, all damages shall be repaired by Contractor unless other arrangements have been made.

Replacement of Paving and Curbs - Where trenches and lines cross existing roadways, paths, curbing, etc., damage to these shall be kept to a minimum and shall be restored to original condition.

1.07 WARRANTY/GUARANTY

Contractor shall warrant materials against defects for a period of one year from the date of Substantial Completion. Contractor shall guarantee workmanship for similar period. Contractor shall be responsible for coordinating material warranty items with the manufacturer/distributor.

Settling of backfilled trenches which may occur during guaranty period shall be repaired by Contractor at no expense to the Owner, including complete restoration of damaged property.

Expenses due to vandalism before substantial completion shall be borne by Contractor.

Owner or representative maintenance company will maintain turf and planting areas during warranty period, so as not to hamper proper operation of the irrigation system.

1.08 MAINTENANCE

Furnish the following maintenance items to Owner prior to final Acceptance:

1. 2 sets of special tools required for moving, disassembling, and adjusting each type of sprinkler head and valve supplied on the project.
2. 2 keys for each automatic controller.
3. 3 quick coupler keys and matching hose swivels.

1.09 EXTRA STOCK

In addition to installation, furnish the following items to Owner:

1. 4 per 100 installed dispensers of each type used.
2. 2 pop-up heads of each type used.

PART II - PRODUCTS

2.01 MATERIALS

General Piping:

Note: All piping for reclaimed water systems shall be purple colored, or wrapped with retainted "tape" or reclaimed marking tape, and main lines shall have detectable reclaimed marking tape in trench 12" above top of pipe.

1. Pressure Supply Lines downstream of Pump Station: - Class 200 PVC, Solvent Weld Belled End for 2-1/2" and smaller, and rubber ring joint for 3" and larger with ductile iron fittings & tape with concrete thrust blocks.
2. Non-pressure lines - Class 200 PVC, Solvent Weld Belled End.
3. Drip Piping - 1/2" Class 315 PVC, Solvent Weld unless otherwise spcecified on plans.
4. Emitter Tubing - by emitter manufacturer.

Plastic Pipe and Fittings:

1. Identification Markings:

a. All pipe to be identified with following indelible markings:
   1) Manufacturer's Name.
   2) Nominal pipe size.
   3) Schedule or class.
   4) Pressure Rating.
   5) NSF (National Sanitation Foundation) seal of approval.
   6) Date of extrusion.

b. All fittings including valve tops for rubber-ring pipe shall be cast or ductile iron, rubber-ring joint for PVC. Ductile iron fittings shall have the following lining materials:
   1) All ductile iron pipe fittings and joint restraints shall have a fusion bonded epoxy coating on interior and exterior of the product surface, average all 10-12 mm thickness. Epoxy coating shall conform to the requirements of CSA Z245.20-20 and NSF 61 for water services. Tumbleweed coating will not be approved.
   2) All ductile iron pipe fittings, joint restraints, lateral isolation valves and mainline isolation gate valves shall be of the same manufacture which offers a 15 year warranty on products and replacement labor costs. Prior to installation, manufacturer shall provide documentation stating the above warranty information.

2. Solvent Weld Pipe - Manufactured from virgin polyvinyl chloride (PVC) compound in accordance with ASTM D2241 and ASTM D1784 cell classification 12245-B, Type 1, Grade 1.
   a. Fittings - Standard weight, Schedule 40, injection molded PVC, complying with ASTM D1784 and D2466, cell classification 12454-B.
      1) Threads - Injection molded type (where required).
      2) Tees and ells - Side gated.
   b. Threaded Nipples - ASTM D2464, Schedule 80 with molded threads.
   c. Joint Cement and Primer - Type as recommended by manufacturer of pipe and fittings.

Low Pressure/Volume Systems:

1. Emitters as indicated on drawings.
2. Drip Piping - manufactured of polyvinyl chloride compound conforming to ASTM D2241 and ASTM D1784, Type 1, Grade 1.
3. Fittings - Schedule 40 PVC, or as recommended by piping manufacturer.
4. Drip Valve Assembly - type and size shown on drawings.
   a. Wye Strainer - Plastic/Fiberglass construction with 150 mesh nylon screen and blow out assembly.
   b. Control Valve - 2 way, solenoid pist operated type made of synthetic, non-corrosive material, diaphragm activated and slow closing. Include freely pivoted swivel and threaded (mainlet) without attachment to diaphragm.
   c. Pressure Regulator - Plastic/Fiberglass construction, preset type with pressure setting per drawings.

Copper Pipe and Fittings:

1. Copper Pipe - Type K hard tempered.
2. Fittings: Wrought copper, solder joint type.
3. Joints - Soldered with solder, 95% silver, 5% copper, 95% zinc, and 24% cadmium and solids at 1725 F. and liquids at 1145F.

Brass Pipe and Fittings:

1. Brass Pipe - 85% red brass, AMSI Schedule 40 screwed pipe.
2. Fittings - Medium brass, screwed 125 round class.

Quick Coupling Valves - Brass two-piece body designed for working pressure of 150 psi, operable with quick coupler. Equip quick coupler with locking rubber cover (push) for reclaimed water if specified).

Valve Boxes:

Note: All box covers for reclaimed water systems shall be purple colored, and marked for reclaimed. Otherwise, valve box color to be selected based upon a review of the location and adjacent material by Owner and Landscape Architect prior to installation.

1. Drip Line Blow-out Stubs, and Wire Stub Box - Carson #915-12.
2. 6-inch through 2-inch Control Valves - Carson #1419-13B.
3. Drip Valve Assemblies - Carson #1419-13B.
4. Control Wiring Splices - Carson #910-12.
5. Main Line Gate Valves - Carson #910-12.
6. Air Relief Valves - Carson #1419-13B.
7. Manual Drain Valves - Carson #1419-13B.
8. Pressure Reducing Valves - As shown on detail.

Electrical Control Wiring:

1. Low Voltage:
   a. Electrical Control Wire - AWG UF UL approved No. 14 gauge direct burial copper wire for 2-wire decoder-based system communication cable wiring with grounding every 1000', in 1" sch 40 PVC conduit with sealer at openings in valve boxes and controllers.
   b. Wire Colors:
      1) Communication cable: Blue for first wire leg on controller.
      2) Communication cable: Red for second control leg on controller. Other colors for more control legs.
      3) Future Wires: Same as control and common wire (labeled at terminations). Stub for future, at each mainline end.
   c. If multiple controllers are utilized, and wire paths of different controllers cross each other, both commonand control wires from each controller shall be different colors approved by Consultant.
   d. Wire connections for all valve and solenoid locations shall be UL 486D approved direct-bury wire connectors for wet / damp locations, rated up to 600 volts, as manufactured by Rain Bird model DB Series Wire Connector, or approved similar dry silicon method. Wire connectors shall provide strain relief and have the wire nut / spring integrated into the housing. All 24-volt wire splices shall conform to National Electric Code (NEC) standards and all state, local and federal codes.
2. High Voltage - Type required by local codes anc ordinances, or proper size to accommodate needs of equipment serviced.

Sprinkler Heads - As shown on drawings. Purple caps or nozzlesfor Reclaimed Water use.

Electric Control Valves - As noted on drawings. Purple handles for Reclaimed Water use. Install pressure regulating devices where specified on plans.

Pipe bedding material - Construction grade sand approved by Consultant.

Automatic Controller - As shown on drawings.

Manual Drain Valve - As shown on drawings.

Air Relief Valve - As shown on drawings.

Pressure Reducing Valve - As shown on drawings.

Pump Station - As shown on drawings.

PART III - EXECUTION

3.01 INSPECTION

Examine areas and conditions under which Work # this Section # to be performed. Do not proceed with Work until unsatisfactory conditions have been corrected.

Grading operations, with the exception of final grading, shall be completed and approved by Owner prior to staking or installation of any portion of irrigation system except sleeving.

3.02 PREPARATION

Staking shall Occur as Follows:

1. For all projects with rotary sprinklers spaced at twenty-five feet (25') or greater, Consultant (CIC) shall lay out the sprinklers using wire flags with assistance from Contractor. Contractor shall contact CIC prior to Bid for Consultant's staking fees. For all projects or area segments with smaller sprinklers, Contractor shall lay out sprinklers and contactConsultant for review.
2. Mark with powdered lime or marking paint routing of pressure supply lines, and flag heads and control valve locations for first series of zones as directed by Consultant. Contact Consultant a minimum of 48 hours in advance and request a review of staking. Consultant will review staking and direct changes if required. Staking review does not relieve installer from coverage problems due to improper placement of heads after staking.

Install sleeving under all asphalt paving and concrete walks, prior to the installation of concrete or paving operations, to accommodate piping and wiring. Compact back all around sleeves to 95% Standard Proctor Density within 2% of optimum moisture content in accordance with ASTM D1557.

Trenching - Trench excavation shall follow, as much as possible, layout shown on Drawings. Dig trenches straight, and support the pipe continuously on the bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed. Pressure supply line trenches shall be over-excavated as required to allow for bedding material. Trench depth shall be uniform as required to meet minimum depth requirements for the type of piping being installed.

1. Clearances:
   a. Piping smaller than 3 inches - Trenches shall have a minimum width of 7 inches. 12 inches for 3" and larger pipe.
   b. Line clearance - Provide not less than 6 inches of clearance between each line, and not less than 12 inches of clearance between lines of other trades.
   c. For Reclaimed Water systems, 7-foot vertical (below) and5-foot horizontal separations from potable lines are required per industry standards.
2. Pipe and Wire Depth:
   a. Pressure Supply Piping - 24 inches from top of pipe (30 inches where 6" and larger pipe is on project).
   b. Non-pressure piping - 12 inches from top of pipe.
   c. Control Wiring - Side and bottom of pressure supply line.
   d. Drip piping - 12 inches from top of pipe.
   e. Emitter tubing - 12 inches from top of pipe (on slope plantings). 4 inches from the top of pipe (slopes 2:1 or greater).
3. Boring will be permitted only where pipe must pass under obstruction(s) which cannot be removed, and must be approved by Consultant if not specifically indicated on construction drawings. Final density of backfill shall match that of surrounding soil. Use of sleeves of suitable diameter is acceptable if installed first by jacking or boring, and pipe laid through sleeves. Observe same precautions as tough pipe were installed in open trench.

3.03 INSTALLATION

Locate other equipment as near as possible to location designated on construction drawings. Deviations shall be approved by Consultant prior to installation.

PVC Piping:

1. Snake pipe in trench as much as possible to allow for expansion and contraction.
2. When pipe laying is not in progress, or at end of each day, close pipe ends with tight plug or cap. (Perform work in accordance with good practicem prevailing in piping trades).
3. Coordinate pressure supply line installation with required bedding operations. Concrete thrust blocks or steel joint restraints shall be utilized for all rubber-ring joint fittings per industry standards. In sandy soil, mechanical joint fittings shall be used wit thrust blocks.
4. Stake all above-grade PVC piping per details.
5. Use 45-degree ells when making perpendicular crossings of above-grade PVC piping, to depress bottom pipe.
6. Lay pipe and make all plastic-to plastic joints in accordance with manufacturer's recommendations.

Drip Piping:

1. Install fitting connections per manufacturer's recommendations.
2. Use threaded risers and Sch. 40 or Sch 80 fittings per details when making connections in drip piping for emitters and fittings.
3. Install drip line blow-out stubs at all dead ends of drip piping.
4. Any deviations from drip pipe routing shown on drawings must be approved by consultant prior to installation.

Control Wiring:

1. Low Voltage Wiring:
   a. Bury control wiring between controller and electric valves in pressure supply line trenches, with wires consistently located below and to one side of pipe, on top of initial pipe bedding, or in separate trenches.
   b. Bundle all 24-volt wires at 10-foot intervals with electrical or duct tape.
   c. Provide an expansion loop in pressure supply line, angle fittings, every electric control valve location (in valve box), and at minimum 500 feet intervals. Form expansion loop by wrapping wire at least 8 times around a 1 inch pipe and withdrawing pipe.
   d. Make splices and electric control valve connections using SureSplice SK 12-14 connectors or similar dry splice method.
   e. Install control wire splices not occurring at control valve into separate splice valve box.
   f. Install one control wire for each control valve.
   g. Run 2 spare communication cable wires from controller pedestal to last electric control valve operated by controller on each and every leg of pressure supply line. Label spare wires at controller and wire stub box. Loop a minimum of 24" from all spare wires inside every control valve box operated by controller.
   h. Run all future control wires from controller pedestal to point indicated on drawings. Coil a minimum of ten (10) feet at transmission and install in 10" round valve box. Label all wires at termination.
2. High Voltage Wiring by Automatic Controller
   a. Provide 120-volt power connection to automatic controller.

Automatic Controller:

1. Install controller in accordance with manufacturer's instructions as detailed and where shown on Drawings.
2. Connect remote control valves to controller in numerical sequence as shown on Drawings.
3. Final location of controller shall be approved by Consultant prior to installation.
4. Each controller shall have a dedicated separate ground wire and surge protection.
5. Above-ground conduit shall be rigid galvanizedwith appropriate fittings. Below-ground conduit shall be Schedule 40 PVC.

Quick Coupler Valves:

Install quick couplers on double swing joint assemblies of Schedule 80 PVC piping, flush to grade. Angled nipple rotative in pressure supply line shall be no more than 45-degrees and no less than 10 degrees. Install quick coupler as detailed.

Drip Valve Assemblies - Install drip valve assembly as detailed.

Drip Emitters - Install drip emitters as detailed.

Valve Boxes:

1. Install one valve box for each type of valve installed as detailed: flush with grade for all sodded areas, and above-grade for all seeded areas.
2. Valve box extensions are not acceptable, except for master valve and flow sensor.
3. Install gravel sump after compaction of all trenches. Valve boxs rest on gravel sump. Place final portion of gravel inside valve box after valve box is backfilled and compacted.
4. Install "Christy" stainless steel or 2.5" x 5" plastic water label tags for each valve box (1-800-258-4583). Entire controller & station number shall be printed on each tag. Letter and number size shall be no smaller than 1/8 inch and no greater than 1/4 inches. Label each valve box as follows:
   a. Control valves - Controller letter and station number. Burn "EC" into box over for all electric valves with Decoders.
   b. Quick Coupler Valves - Label "QCV."
   c. Wire Splices - Label wire splices with the letters "W.S."
   d. Drip Piping Blow-out Stubs - Controller letter and station number of each drip piping blow-out.
   e. Gate Valves - Label with letters "GV" typical.
   f. Air Relief Valves - Label with letters "ARV" typical.
   g. Manual Drain Valve - Label with letters "MDV."
   h. Pressure Reducing Valves - Label with letters "PRV" typical.
   i. Flow Sensors - Label with letters "FS" typical.
5. Valve box color to be selected based upon a review of the location and adjacent material by Owner and Landscape Architect prior to installation. These guidelines are typical of all installations unless water source is effluent. In that case all valve boxes no matter the location are to be purple, in color and meet all applicable codes and ordinances.

Backflow Preventer - Install as detailed on Drawings if applicable.

Pump Station - Install as detailed on Drawings.

Electric Control Valves:

Install top of cross bandle a maximum of 3 inches below finished grade where shown on Drawings and as detailed. When grouped together, allow a minimum of 12 inches between valve box sides. Space control valves accordingly. Installeach remote control valve in a separate valve box. Install valve boxes flush with grade. When parallel to roadway, sidewalk or other permanent element or structure, control valve and box are to be installed perpendicular to element or structure, spaced equally. For athletic areas such as football fields where concrete curbs exists, place electric valves within one foot of curb.

Main Line Gate Valves - Install as detailed on Drawings.

Air Relief Valves - Install as detailed on Drawings.

Control Wiring:

1. All control wiring to be laid to bottom and side of pressure supply line trench. Sceparate wire trenches will not be allowed unless approved by Consultant prior to installation.

Backfilling - Do not begin backfilling operation until required system tests have been completed. Backfill shall not be done in freezing weather except with prior written approval by Consultant. Lower trenches slightly mounded to allow for settlement after backfilling is complete. Trenches shall be finished graded prior to walk through of system by Consultant.

1. All pressure supply lines shall be bedded with construction grade sand 4 inches below invert of pipe, to 6" above top of pipe and width of trench when site conditions are rocky or otherwise unfavorable.
2. Materials - Excavated material is generally considered satisfactory for back ding purposes after completingbedding requirements. Back fill materials shall be free of rubbish, vegetative matter, frozen materials, and stones larger than 2 inches in maximum dimension. Do not use subsoil with topsoil. Material not suitable for backfill shall be hauled away. Contractor shall be responsible for providing suitable backfill if excavated material is unacceptable, or not sufficient to meet backfill, compaction, and final grade requirements.
3. Do not leave trenches open for a period of more than 48 hours. Open excavations shall be protected in accordance with OSHA regulations.
4. Compact backfill to 90% maximum density in 8" lifts, determined in accordance with ASTM D1557 utilizing the following methods:
   a Mechanical tamping.
   b Puddling or ponding. Puddling or ponding and/or jetting is prohibited within 10'-0" of building or foundation walls.

Piping Under Paving:

1. Provide for a minimum cover of 24 inches between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphalt concrete or concrete paving. Provide sleeving as required by municipality, or as shown on plans.
2. Piping shall be bedded with construction grade sand - 6 inches below pipe to 6 inches above pipe and the width of the trench.
3. Compact backfill material in 6-inch lifts at 95% maximum density determined in accordance with ASTM D1557 using manual or mechanical tamping devices.
4. Set in place, cap, and pressure test all piping under paving, in presence of Consultant or Owner prior to backfilling and paving operations.
5. Piping under existing walk or concrete pavement shall be done by jacking, boring, or hydraulic driving, but where cutting or breaking of walks and/or concrete is necessary, it shall be done and replaced at no cost to the Owner. Obtain permission and prior approval from Owner to cut or break walks and / or concrete.

3.04 F ELD QUALITY CONTROL

Flushing - After piping, risers, and valves are in place and connected, but prior to installation of emitter heads, quick coupler valves, and air relief valves, thoroughly flush piping system under full head of water pressure from dead endfittings. Maintain flushing for 5 minutes through furthermost valves. Cap riser after flushing.

Testing - Conduct tests in presence of Consultant. Arrange for presence of Consultant a minimum of 48 hours in advance of testing. Supply force pump and all other test equipment.

1. After backfilling, and installation of all control valves & quick coupler valves, fill pressure supply line with water, and pressurize to 40 PSI over the designated static pressure or 120 PSI, whichever is greater, for a period of 2 hours.
2. Leakage, Pressure Loss - Test is acceptable if no leakage or loss of pressure is evident during test period.
3. Leaks - Detect and repair leaks.
4. Retest system until pressure can be maintained for the duration of the test.
5. Before final acceptance, pressure supply line shall remain under pressure for a period of 48 hours.

Walk Through for Substantial Completion:

1. Arrange for Consultant's presence a minimum of 48 hours in advance of walk through.
2. Enter System shall be physically installed and operational prior to scheduling of walk through. All sodded areas are to be complete with head height and valve boxes adjusted accordingly.
3. Operate each zone in its entirety for Consultant at time of walk-through, and open all valve boxes.
4. Consultant shall generate a list of items to be corrected prior to Final Completion ("Punch List").
5. Furnish all materials and perform all Work required to correct all inadequacies due to deviations from Contract Documents, and as directed by Consultant.
6. During walk through, expose all drip emitters and sprinklers under operationfor observation by Consultant to demonstrate that they are performing and installed as designed, prior to placing of all mulch material. Schedule separate walk through if necessary.

Walk Through for Final Completion:

1. Arrange for Consultant's presence a minimum of 48 hours in advance of walk through.
2. Show evidence to Consultant that Owner has received all accessories, charts, record drawings, and equipment as required before Final Completion walk-through is scheduled.
3. Operate each zone identified as deficient at substantial completion walk through for Consultant to review at time of final completion walk through to ensure correction of all incomplete items.
4. Items deemed not acceptable by Consultant shall be reworked to the complete satisfaction of Consultant.
5. Form request to Consultant for a walk through for Final Completion of the irrigation system. Consultant lists items during walk through to be deficient. Contractor shall be charged for all subsequent walk throughs. Funds will be withheld from final payment and/or retainage to Contractor, in amount equal to additional time and expenses required by Consultant to conduct and document further walk throughs as deemed necessary to ensure compliance with Contract Documents.

3.05 ADJUSTING

Upon substantial completion of installation, fine tune entire system by regulating valves, adjusting spray patterns and break up armoreinmen, and setting pressure-reducing valves or throttling electric valves flow control stroke to proper pressuresettings to provide optimum and efficient coverage. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible. Heads of same type shall be operating at same pressure +/- 7%.

If it is determined that irrigation adjustments will provide proper and more adequate coverage, make such adjustments prior to Final Acceptance, as directed, at no additional cost to Owner. Adjustments may also include changes in nozzle sizes, degrees of arc, and control valve throttling.

All sprinkler heads shall be set perpendicular to finish grade unless otherwise designated.

Areas which do not conform to designated operation requirements due to unauthorized changes or poor installation practices shall be immediately corrected at no additional cost to the Owner.

3.06 CLEANING

Maintain continuous cleaning operation throughout duration of Work. All trash or debris generated by installation of irrigation system shall be properly disposed of by Contractor off-site.

CICI
COATES IRRIGATION CONSULTANTS, INC.
1420 North Greenfield Road #103
Gilbert, Arizona 85234
phone (480) 481-0882
fax (480) 481-0939
www.coatesirrigation.com

1130 N. Alma School Rd. Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EPS GROUP

Project: Fulton Homes Prasada Phase 1B
Surprise, Arizona

IRRIGATION_SPECIFICATIONS

Revisions:

1ST CD SUBMITTAL - 8/20/2021
2ND CD SUBMITTAL - 12/20/2021
3RD CD SUBMITTAL - 04/15/2022

Call 2 Business Day Locating Service before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
Arizona Underground Protection Center
811 Arizona Corporation Commission

Designer: CICI
Drawn by: CICI

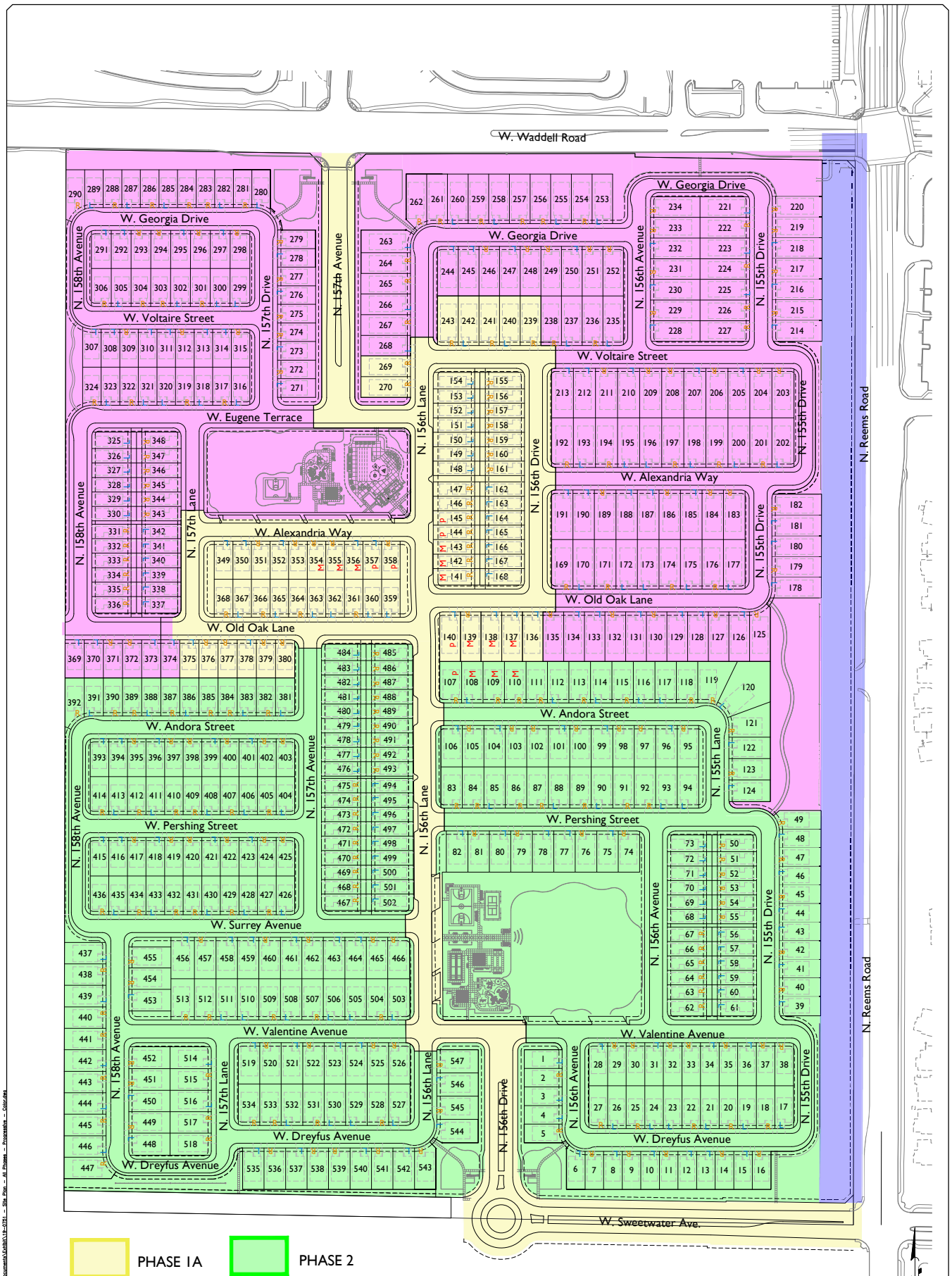
REGISTERED LANDSCAPE ARCHITECT
53803
BRYCE A. BARTELL
ARIZONA, U.S.A.

Job No.
19-0751
CONSTRUCTION DOCUMENTATION

Sheet No.
L-9.01
53 of 53

19-0751

Apr 14, 2022 11:32am C:\IRRIGATION PROJECTS\Irrigation Projects\ALLEN'S COMMERCIAL\Fulton Homes -Projects\Prasada\Sheets\Plan\Plans for .pdf\L-9.01 - Irrigation Details - Specs.dwg



SHEET	JOB NO	
1 OF 4	19-0751	Fulton Homes Prasada
		Overall Site Plan

EPS GROUP
1130 N. Alma School Rd
Suite 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

3 June 2020

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

Ms. Nichole Flores
Planning Project Coordinator
Community Development
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS20-363, Fulton Homes at Prasada (APNs: 501-40-001G, 501-40-001N, 501-40-001P, 501-40-002E, 501-40-002F, 501-40-003J, 501-40-004D, 501-40-004F, 501-40-989)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the Preliminary Plat for Fulton Homes at Prasada. The site sits on approximately 110 acres of vacant land located on the southwest corner of Waddell Rd and Reems Rd in Surprise AZ and is part of a larger 4,000 acre Master Planned Community which, was commented on via our letter dated 15 May 2006 (see attached) with an overall density of approximately 5 du/ac. This request is for 547 lots with a density of 5 du/ac. The site is approximately 1 ml outside the Luke AFB 1988 JLUS 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.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. Fulton Homes at Prasada with a density of 5 falls within these guidelines.

As stated in the narrative, this request will not have a negative impact on Luke AFB Flight Operations as long as the above GDC guidance is followed. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. If this development is approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

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

Sincerely

CHRISTOPHER P. TOALE

Attachment:
Prasada Letter, dated 15 May 2006

cc:
Colonel Scott W. Walker, Vice Commander, 56th Fighter Wing
Mr. James R. Mitchell, GS-14, 56th Fighter Wing
Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

15 May 2006

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

Ms. Cindy Coen
City of Surprise Planning Department
12425 West Bell Road
Surprise AZ 85374

Re: Case #PAD05-465 Prasada
Our Cactus Lane Ranch Letters dated 19 Apr 04, 27 May 04, 29 Jun 04 and 12 Nov 2004

Dear Ms. Coen

Thank you for the opportunity to provide comments on the Prasada Planned Area Development (PAD) application. The Prasada PAD is a comprehensive master planned development encompassing approximately 4,000 acres. The project includes an area that stretches from Greenway Road south to Olive Avenue and from Reems Road west towards Perryville Road. Approximately 3,488 acres are within the special planning area in the City of Surprise, while 580 acres are within the City of Glendale planning area. This area is located from 1 to 3 1/2 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.

This PAD includes a wide variety of land uses. The southwestern portion which includes portions of sections 15, 22 and 23 is planned to be Low Density Residential (3-5 du/acre), High Density Residential (15-21 du/acre) and Mixed Use Gateway land use categories. The northeastern portion, located along the future proposed 303, encompasses all of sections 12, 13 and 18. This area will include substantial commercial development and significant areas of employment as well as higher density, urban style residential development. Plans call for residential densities in the southwestern portion (Sections 15, 22 and 23) to not have more than 6,500 residential dwelling units (du). The total acreage of this area is 1,359 acres, resulting in a maximum density of 4.78 du/acre. The northeastern portion (Sections 12, 13 and 18) shall not have more than 7,680 units. The total acreage of this area is 1,751 acres, resulting in a maximum density of 4.38 du/acre.

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 southwestern portion, with a restricted density of 4.78 du/acre and the northeastern portion, with a restricted density of 4.38 du/acre falls within the guidelines of the GDC.

As described, the Prasada PAD will not negatively impact the flying operations at Luke AFB. Since Prasada will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. 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 tenants and residents about Luke AFB operations. We also recommend a review of the Luke AFB web site at http://www.luke.af.mil, Community Interests and Community Initiatives links, for further information.

If there are any questions, please contact my Community Planner, Mr. Bob Dubsky, at (623) 856-6195.

Sincerely

JAMES R. MITCHELL

cc:
Colonel Randell S. Meyer, Vice Commander, 56th Fighter Wing

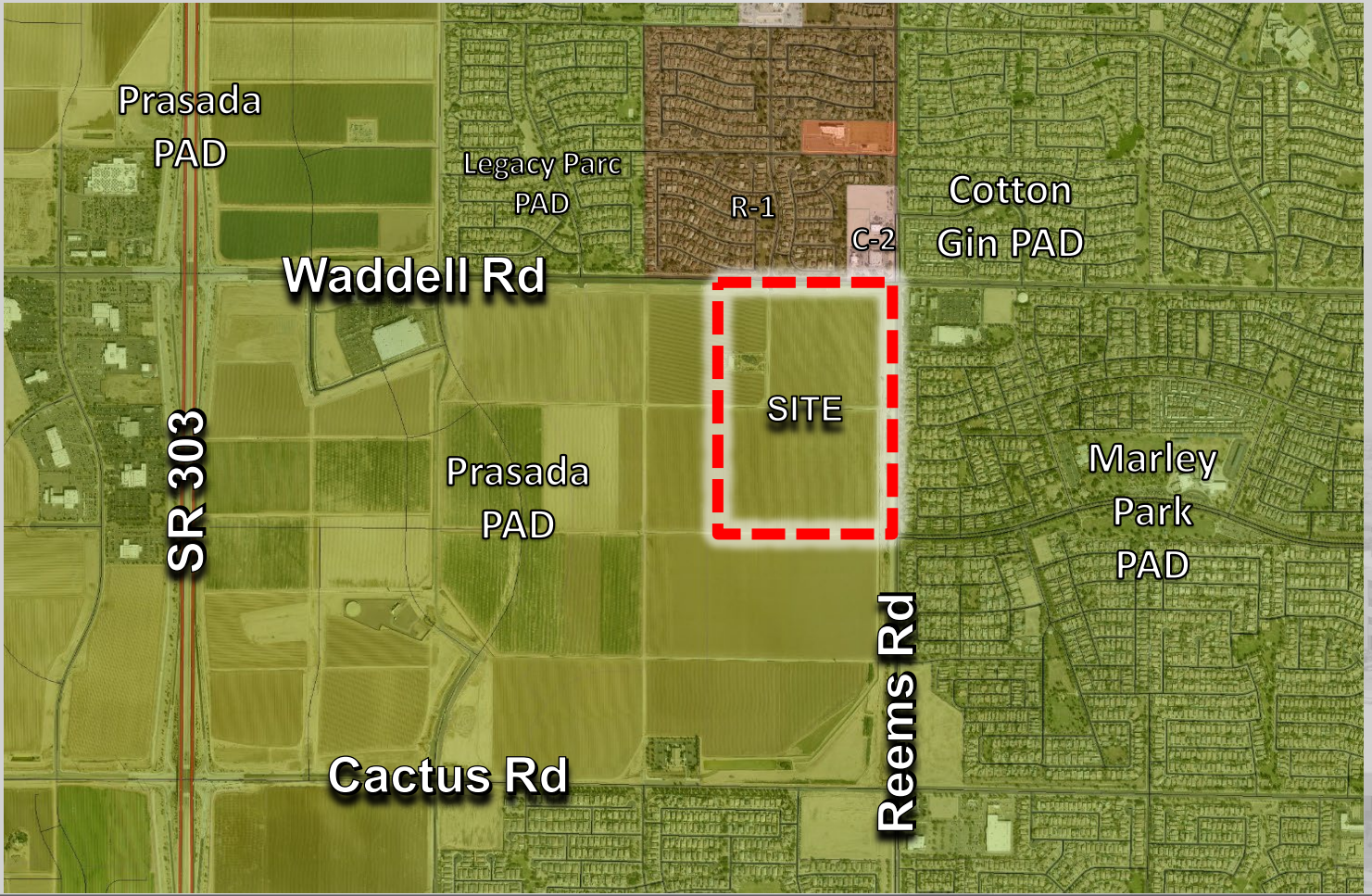
SURPRISE
ARIZONA

FS21-548
Fulton Homes at Prasada Phase 1B Final Plat

City Council

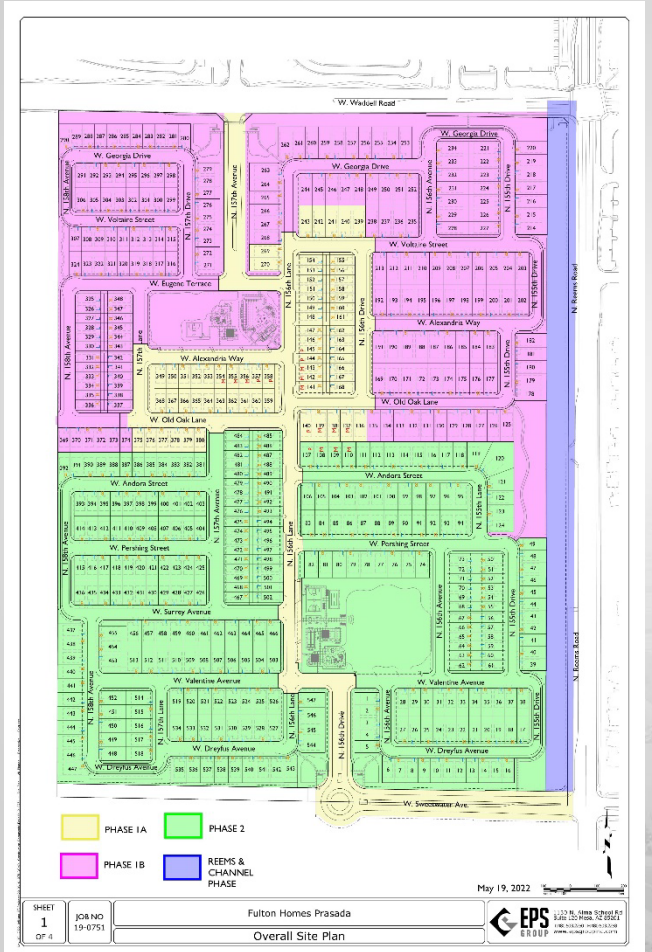
June 21, 2022

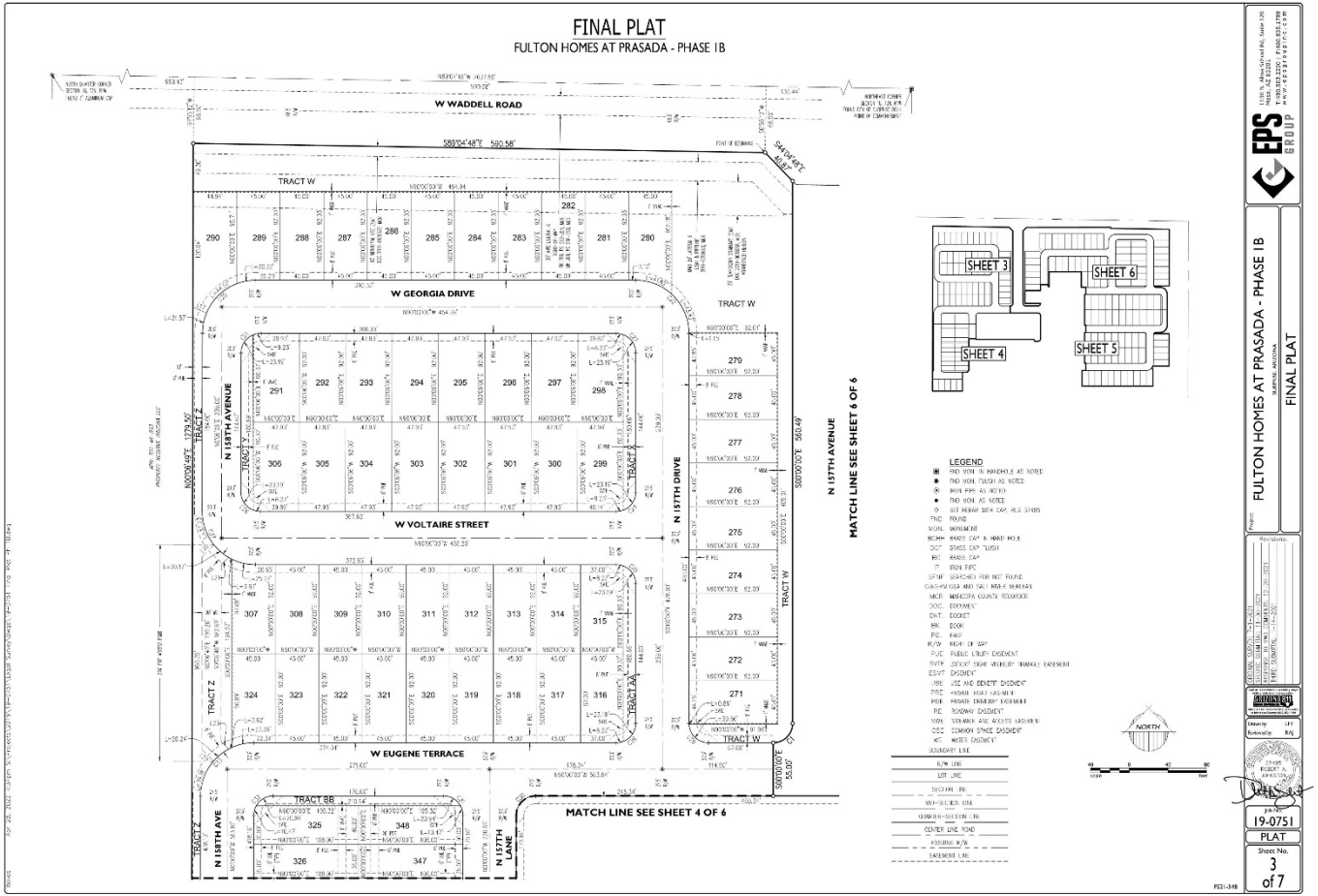
FS21-548 VICINITY MAP



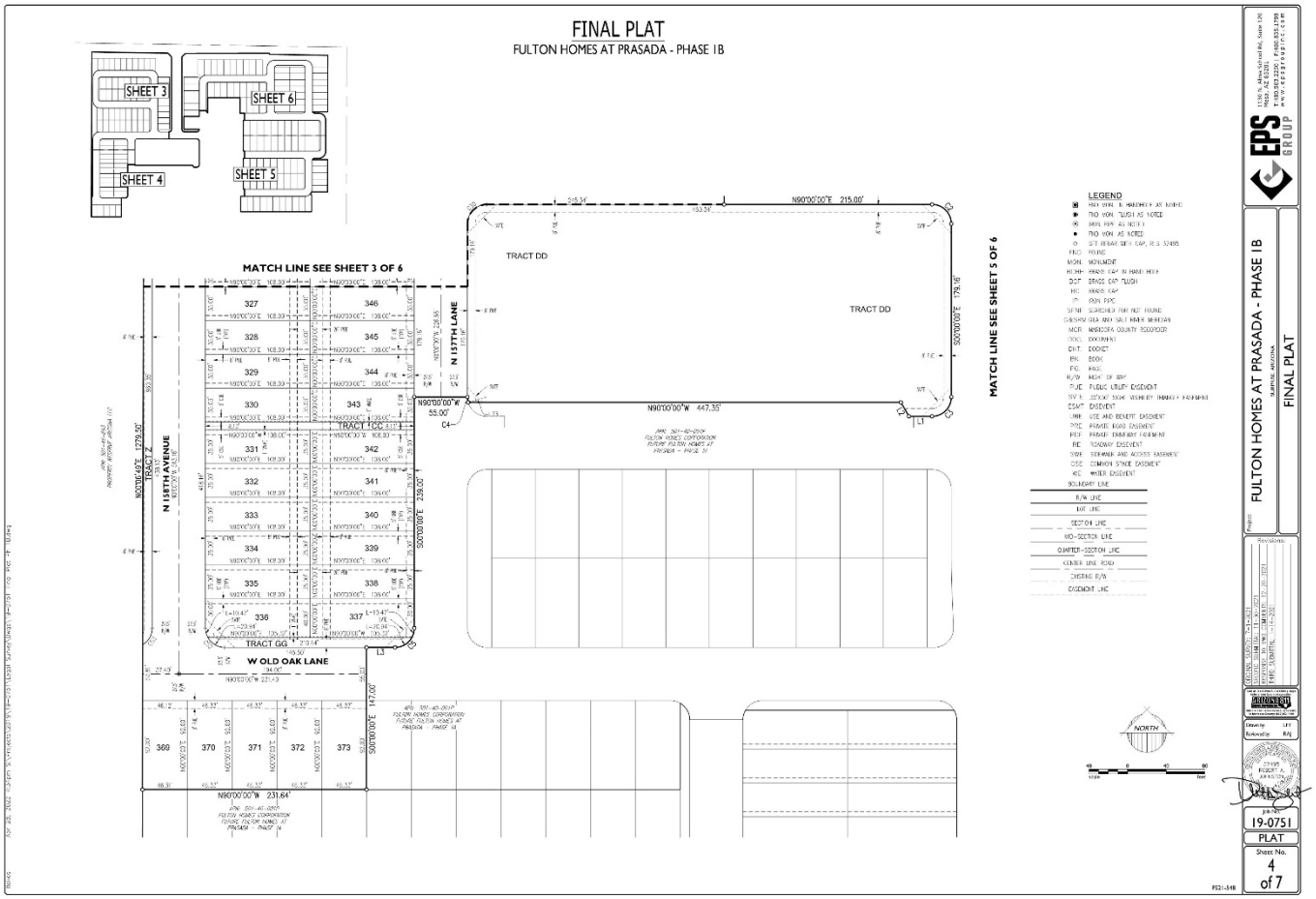
FS21-548 ZONING MAP

FS21-548 PHASING PLAN





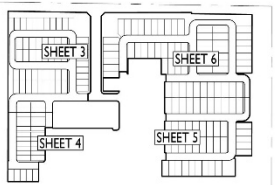
FS21-548 FINAL PLAT



FS21-548 FINAL PLAT

FINAL PLAT

FULTON HOMES AT PRASADA - PHASE 1B



LEGEND

- FND 5/8" IR W/ MINNKOTE AS NOTED
- FND 5/8" IR W/ YELLOW CAP AS NOTED
- FOUND PIPE AS NOTED
- FND 1/2" IR AS NOTED
- SET 1/2" REBAR WITH CAP, RLS 37495
- FND FOUND
- MON MONUMENT
- BCHH BRASS CAP IN HAND HOLE
- HCP PHASE CAP - HUSH
- BC BRASS CAP
- IP IRON PIPE
- SFNF SCRIBED TOP NOT FOUND
- GR&STW GILA AND SALT RIVER MERIDIAN
- MCR MARICOPA COUNTY RECORDER
- DOC. DOCUMENT
- DOC. DOCKET
- BK BOOK
- PG PAGE
- R/W RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- SVTE SIGHT VISIBILITY TRIANGLE EASEMENT
- S.V.M.E. EASEMENT
- JUE USE AND BENEFIT EASEMENT
- PRE PRIVATE ROAD EASEMENT
- PDE PRIVATE DRIVEWAY EASEMENT
- RE ROADWAY EASEMENT
- SAE SIDEWALK AND ACCESS EASEMENT
- OSE COMMON SPACE EASEMENT
- WE WATER EASEMENT
- BOUNDARY LINE
- R/W LINE
- LOT LINE
- SECTION LINE
- MID-SECTION LINE
- QUARTER-SECTION LINE
- CENTER LINE ROAD
- ADJOINING R/W
- EASEMENT LINE

NORTH

EPS GROUP

FULTON HOMES AT PRASADA - PHASE 1B

SURPRISE, ARIZONA

FINAL PLAT

Revisions:

Drawn by: LFF

Surveyed by: RAL

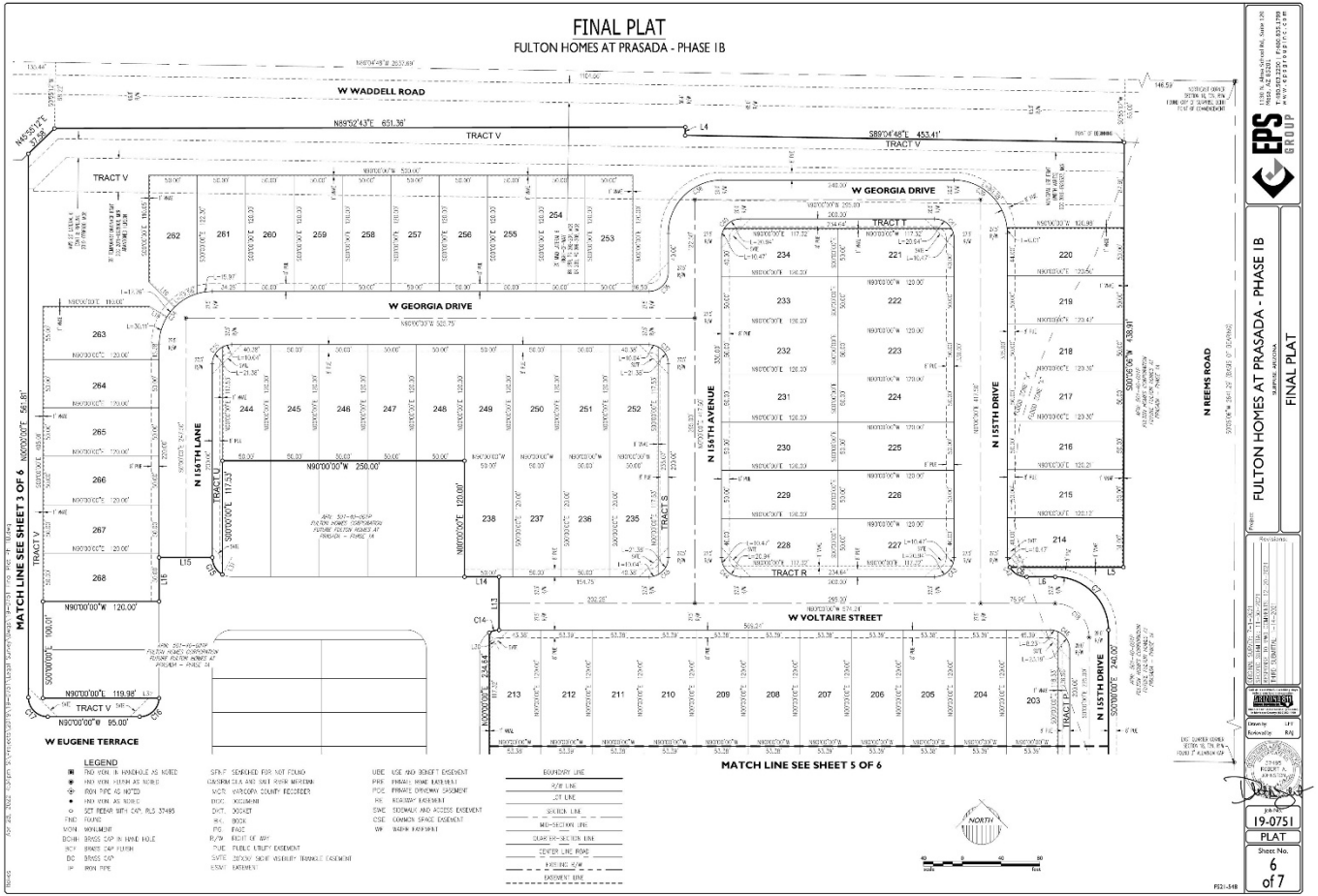
Job No.
19-0751

PLAT

Sheet No.
5
of 7

FS21-548

FS21-548 FINAL PLAT



FS21-548 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022
Contact Person: Seth Dyson, DIRECTOR - HSCV
Submitting Department: Human Svcs and Comm Vitality
District: Internal
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County for Community Action Program Services to change the title of the City of Surprise from "Subrecipient" to "Contractor," make corrections to Amendment Number 3, and to repeal Resolution #2022-43; Resolution #2022-62.

Motion:
I move to approve Resolution #2022-62.

Background:
Maricopa County and the City of Surprise entered into a financial Intergovernmental Agreement on or about June 30, 2016 for the term of July 1, 2016 through June 30, 2017 to provide Community Action Program services out of the Surprise Resource Center. The parties have entered into 8 amendments to the IGA including, most recently, Amendment 8 on or about June 15, 2021, which provided additional funding for the period from July 1, 2021 through June 30, 2022.

This item was originally presented to Council on May 3, 2022; however, edits were made by Maricopa County after that date. Those updates addressed corrections in Amendment 3.

Objective Analysis:
Approval of this item repeals Resolution 2022-43, makes edits to Amendment Number 3, changes the designation of the City from a "Subrecipient" to a "Contractor" for the receipt of funds to facilitate Community Action Program services, including Crisis Case Management and Financial Assistance Services in the Community Service Area.

Policy Compliant:
This item is compliant with City and Council policies.

Financial Impact:
N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. Res 2022-62 CAP IGA Amend 9
2. City of Surprise Amendment No. 9

RESOLUTION # 2022-62

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR COMMUNITY ACTION PROGRAM SERVICES TO CHANGE THE TITLE OF THE CITY OF SURPRISE FROM "SUBRECIPIENT" TO "CONTRACTOR" AND TO MAKE CORRECTIONS TO AMENDMENT NUMBER 3 AND REPEALING RESOLUTION #2022-43.

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

WHEREAS, Maricopa County and the City of Surprise entered into a financial Intergovernmental Agreement ("IGA" or "Agreement") on or about June 30, 2016 for the term of July 1, 2016 through June 30, 2017;

WHEREAS, the Parties have previously executed eight amendments to the IGA, including Amendment 8 on or about June 15, 2021 through Council Resolution 2021-88, which provided additional funding for the period of July 1, 2021 through June 30, 2022;

WHEREAS, the Parties have also executed Amendment No. 9 to the IGA on or about May 3, 2022 through Council Resolution 2022-43, however, due to clerical errors, additional changes are needed. The Parties now wish to repeal Resolution 2022-43 and to approve the revised Amendment No. 9 to include such changes;

WHEREAS, the Parties desire to enter into Amendment No. 9 to change the title of the City of Surprise from "Subrecipient" to "Contractor" and to make corrections to Amendment Number 3. This Amendment will be retroactive to July 1, 2021;

WHEREAS, the Parties also wish to correct certain references in Amendment No. 3 to the IGA, which referenced other sections in the IGA incorrectly; and

WHEREAS, all other terms and conditions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, 5, 6, 7, and 8, remain in full force and effect except as amended by this Amendment No. 9.

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

Section 1. Resolution #2022-43 is hereby repealed.

Section 2. The Intergovernmental Agreement Amendment No. 9 between the City of Surprise and Maricopa County, attached as *Exhibit A*, is approved.

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

APPROVED AND ADOPTED this _____day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 9 BETWEEN
THE CITY OF SURPRISE AND *MARICOPA COUNTY*

AMENDMENT NO. 9 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise ("~~Subrecipient~~"), ("**Contractor**"), entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about July 14, 2016, for the term of July 1, 2016, through June 30, 2017. The purpose of the Agreement is for the County to provide the ~~Subrecipient~~ Contractor with funds for the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA). The County and the ~~Subrecipient~~ Contractor collectively are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about July 24, 2017, which (among other things) extended the Agreement term and provided funding for the period July 1, 2017, through June 30, 2018. The Parties fully executed Amendment No. 2 on or about July 9, 2018, which (among other things) extended the Agreement term and provided funding for the period July 1, 2018, through June 30, 2019. The Parties fully executed Amendment No. 3 on or about July 25, 2019, which (among other things) extended the Agreement term and provided funding for the period July 1, 2019, through June 30, 2020. The Parties fully executed Amendment No. 4 on or about June 24, 2020, which (among other things) extended the Agreement term and provided funding for the period July 1, 2020, through December 31, 2020. The Parties fully executed Amendment No. 5 on or about August 13, 2020, which (among other things) extended the Agreement Termination date from December 31, 2020 to June 30, 2021. The Parties fully executed Amendment No. 6 on or about February 17, 2021, which provided funding for the period January 1, 2021, through June 30, 2021. The Parties fully executed Amendment No. 7 on or about May 19, 2021, which (among other things) provided additional funding for the period April 1, 2021, through June 30, 2021. The Parties fully executed Amendment No. 8 on or about June 30, 2021, which (among other things) provided additional funding for the period July 1, 2021, through June 30, 2022.

II. The Parties agree to enter into this Amendment No. 9 to amend the Agreement as follows:

A. Amendment No. 3 of the Agreement revised the City's title from "Contractor" to "Subrecipient" and added audit and contract requirements. The County is now reverting the title to "Contractor" and removing any reference to "Subrecipient" for this Agreement. Revising the title to Contractor requires the following changes:

i. Revise Section I (General Provisions), paragraph GG (Agreement Compliance Monitoring) by removing in its entirety and replacing with the following:

GG. AGREEMENT COMPLIANCE MONITORING

1. The County shall monitor Contractor's compliance with, and performance under, the terms of this Agreement. On-site visits for compliance monitoring may be made by the County and/or its

grantor agencies at any time during Contractor's normal business hours, announced or unannounced.

2. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this Agreement.

ii. Correct error in Amendment No. 3 which incorrectly referenced Paragraph M (Disallowed Costs) in Section II (Special Provisions). This correction will correctly recognize Paragraph N (Disallowed Costs).

iii. Revise Section II (Special Provisions), paragraph N (Disallowed Costs) to remove Subrecipient reference and replace with Contractor, throughout paragraph.

iv. Correct error in Amendment No. 3 which incorrectly referenced Paragraph N (Payment Recoupment) in Section II (Special Provisions). This Correction will correctly recognize Paragraph O (Payment Recoupment).

v. Revise Section III (Work Statement), paragraph B (Training) remove Subrecipient reference and replace with Contractor, throughout paragraph.

vi. Revise Section IV (Compensation) to remove Subrecipient reference and replace with Contractor.

B. The title of Contractor and revisions to the Agreement shall be retroactive to July 1, 2021.

C. Changes made by this Amendment No. 9 shall also be reflected in Amendments No. 4, 5, 6, 7 and 8.

III. Section II above contains all the changes made by this Amendment No. 9. All other terms and conditions of the Agreement remain in full force and effect as amended by Amendment Numbers. 1, 2, 3, 4, 5, 6, 7, and 8.

IV. The Parties have authorized the undersigned to execute this Amendment No. 9 on their behalf.

V. This Amendment No. 9 shall be effective upon approval and signature by both Parties.

(Signatures are contained on the follow page)

IN WITNESS, the Parties have approved and signed this Amendment No. 9:

APPROVED BY:
CITY OF SURPRISE

Mayor Date

Attested To:

City Clerk Date

APPROVED BY:
MARICOPA COUNTY

Bill Gates MAY 31 2022
Chairman, Board of Supervisors Date

Attested To:

Juanita Garcy MAY 31 2022
Clerk of the Board 051822 Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 9 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 9 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: Anne C. Longo 5/25/22
Deputy County Attorney Date

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Kristen Taylor, Senior Management Analyst

Submitting Department: Public Works

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Fourth Amendment to the Intergovernmental Agreement (IGA) between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2023 Transit Services; Resolution #2022-60.

Motion:

I move to approve Resolution #2022-60.

Background:

The City contracts with the Valley Metro Regional Public Transportation Authority ("RPTA") for all of its transit services. This IGA reflects transit services that are planned as part of the FY2023 budget process and each agency's duties and responsibilities.

The services include the 571 Express Route, Regional Paratransit services for ADA certified residents, and demand transit services through the RideChoice program.

Objective Analysis:

This action will continue our partnership with RPTA for express bus service, Regional Paratransit, and RideChoice services to residents of Surprise. The amended and restated agreement with RPTA outlines the City's costs for operating transportation services. Below is a breakdown of costs associated with service.

Express Route 571 -
Travels from the City's Park and Ride to downtown Phoenix and currently provides three trips into Phoenix and three return trips to the Park and Ride. FY2022 costs for Route 571 are $549,176. Federal Transit Administration (FTA) funds, City of Phoenix, and fares are applied, leaving the City's share at $278,606.

Regional Paratransit Service –
Valley Metro operates Surprise Paratransit service as well as the Regional Dial-a-Ride service to ensure that ADA certified residents are able to make trips in a safe, comfortable manner by providing a door-to-

door service for eligible residents. Valley Metro estimates making 5,493 Regional Paratransit trips during FY2023 at a cost of $370,919. Fares and Prop 400 funds are anticipated in the amount of $79,174, leaving Surprise's share at $291,745.

RideChoice –
RideChoice allows ADA certified riders, seniors, veterans, and low income residents a non-shared ride option which will take them to most areas of Surprise. The average cost of a RideChoice trip is cheaper to both the rider and the City. Valley Metro anticipates making 17,878 trips during FY2023 at a cost of $562,021. Fares and FTA Funds are anticipated in the amount of $47,056, leaving Surprise's share at $408,193.

Policy Compliant:

This action is compliant with City policy as it relates to entering into intergovernmental agreements.

Financial Impact:

This IGA is an ongoing annual contract for transit services. For FY2023, the total estimated amount the City will be obligated to pay for services provided under the contract is $978,544.

Budget Impact:

The FY2023 approved annual budget includes a total of $1,327,800 funding for transit services within the General Fund and Arizona Lottery Fund (ALF). Funding within the ALF is dependent upon the total amount of local grant funds received from Arizona Lottery proceeds. For FY2023, this amount is estimated to be $364,134.

FTE Impact:

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

ATTACHMENTS:

1. Res. 2022-60 - IGA Amendment RPTA
2. SURPRISE FY 2022-23_revised050922

RESOLUTION # 2022-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE VALLEY METRO REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES.

WHEREAS, pursuant to Arizona Revised Statute §11-952, *et seq.,* the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purposes set forth within;

WHEREAS, the Valley Metro Regional Public Transportation Authority ("RPTA") has established a network of regional public transportation services within Maricopa County;

WHEREAS, the City and the RPTA together with other Maricopa County cities have provided a regional public transportation system;

WHEREAS, the City and the RPTA have entered into an intergovernmental agreement adopted under Resolution #2018-110 for transit services ("Master Intergovernmental Agreement");

WHEREAS, the parties may amend the Master Intergovernmental Agreement on an annual basis to accommodate changes in service levels, costs, and revenues, pursuant to Section 3 of the Master Intergovernmental Agreement; and

WHEREAS, the parties now wish to approve the amended terms of the Master Intergovernmental Agreement entered into by the City and the RPTA.

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

Section 1. The Fourth Amendment to the Master Intergovernmental Agreement between the City and the RPTA, attached as Exhibit A, is approved.

Section 2. The Mayor is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said Fourth Amendment to the Master Intergovernmental Agreement.

APPROVED AND ADOPTED this _____day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

FOURTH AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE
AND
VALLEY METRO REGIONAL PUBLIC TRANSPORTATION AUTHORITY

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF SURPRISE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # CONTRACT # 166-75-2023

This Amendment dated July 1, 2022, amends the following items of the Transit Services Agreement Contract #166-75-2022 entered into between the City of Surprise ("Member" "City" or "Surprise") and the Regional Public Transportation Authority ("RPTA") dated the 1st day of July 2018, as amended July 1, 2019, July 1, 2020, and July 1 2021 ("collectively, the Agreement").

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2021.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2021.
The attached Schedule B replaces and supersedes Schedule B entered into July 1, 2021.
The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2021.
The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2021.
The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2021.

All other terms of the Parties Transit Services Agreement dated July 1, 2018, as amended remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Regional Public Transportation Authority, General Counsel

CITY OF SURPRISE (MEMBER)

By: _____

Skip Hall, Mayor

By: _____

Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____

Robert Wingo, Member Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **$270,570** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Surprise. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY23 Fixed Route Bus Estimate							
PTF Funded							
Funding	**PTF**						
Level	**Route**	**HASTUS**	**Annual Miles**	**Gross Cost**	**Fares**	**PM**	**Net Cost**
W	571	Phoe	8,976	94,986	(659)	(3,960)	90,367
W	571	Surp	17,899	189,413	(1,313)	(7,897)	180,203
Grand Total			**26,875**	**$284,399**	**($1,972)**	**($11,857)**	**$270,570**

SCHEDULE "B" – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2022 to June 30, 2023, the City of Surprise will pay the Regional Public Transportation Authority **$278,606.00** for bus service on Routes in Surprise.

Payments made by the CITY to RPTA for operation of bus routes depicted in Schedule B shall consist of twelve (12) monthly installments of **$23,217.17** commencing July 1, 2022 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

FY23 Fixed Route Bus Estimate							
RPTA Operated in the City of Avondale							
Surprise Funded							
Funding	**Surprise**						
Level	**Route**	**HASTUS**	**Annual Miles**	**Gross Cost**	**Fares**	**PM**	**Net Cost**
W	571	Phoe	20,964	221,846	(1,538)	(9,249)	211,058
W	571	Surp	6,709	71,000	(492)	(2,960)	67,548
Grand Total			**27,673**	**292,846**	**(2,030)**	**(12,209)**	**278,606**

SCHEDULE C – PARATRANSIT SERVICE, FINANCIAL INFORMATION AND SERVICES COST ESTIMATE

For the period from July 1, 2022 through June 30, 2023, the City will pay Valley Metro a total of **$291,745.00** for the provision of regional paratransit services. The City shall pay the RPTA for the project in (12) monthly installments of **$24,312.08**. Payment of invoices shall become due within thirty (30) calendar days after receipt of an invoice from RPTA. If at any time the costs of this program are projected to exceed the annual amount of **$291,745.00,** the Parties will reduce service levels to stay within the budgeted amount.

FY23 Paratransit Service
Funded by City of Surprise

	Paratransit
Trips:	
Paratransit Trips	5,493
Total Trips	5,493
Cost:	
Contractor Transportation Cost	$352,441
RPTA Salaries, Fringes & OHD	$11,266
Contingency	$7,212
Total Gross Program Cost	$370,919
Total Fare Revenue	($21,974)
Total Net Program Cost Before PTF	$348,945
PTF Balance Available	$57,200
PTF Applied	$57,200
Member City Contributions:	
Paratransit Service	$291,745
Total Member City Contribution	**$291,745**

SCHEDULE "D" –RIDE CHOICE PROGRAM SERVICES COST ESTIMATE

The City of Surprise agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2022-23. The City of Surprise shall fund this project in the amount of **$408,193.00 for** the period July 1, 2022 to June 30, 2023. The City shall pay the RPTA for the project in twelve (12) monthly installments of **$34,016.08**. Payment of invoices shall become due within thirty (30) calendar days after receipt of an invoice from RPTA. If at any time the costs of this program are projected to exceed the annual amount of **$408,193.00**, the Parties will reduce service levels to stay within the budgeted amount.

FY23 RideChoice Service
Funded by City of Surprise

	RideChoice
Trips:	
Ride Choice Trips	17,878
Total Trips	17,878
Cost:	
Contractor Transportation Cost	$458,135
RPTA Salaries, Fringes & OHD	$54,254
Total Gross Program Cost	$512,389
Total Fare Revenue	($63,480)
Federal Funding	($40,716)
Total Net Program Cost	$408,193
PTF Balance Available	$0
PTF Applied	$0
Member City Contributions:	
RideChoice Costs	$408,193
Total Member City Contribution	**$408,193**

SCHEDULE "E" – AMERICANS WITH DISABILITIES ACT (ACT)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2022 to June 30, 2023 the maximum amount of Public Transportation Funds (PTF) available for the City of Surprise is **$57,200.** The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City's chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **$57,200**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Holly Osborn, DIRECTOR-PARKS & REC

Submitting Department: Parks and Recreation

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement for Joint Use of facilities with Dysart Unified School District; Resolution #2022-65.

Motion:

I move to approve Resolution #2022-65.

Background:

The City of Surprise and the Dysart Unified School District have been operating under the terms of an existing Intergovernmental Agreement (IGA) that covers joint use of both school district and city facilities. The agreement provides mechanisms for the City and the District to manage and jointly share facility usage and appropriately allocate costs associated with operating those facilities. The current IGA will expire on June 30, 2022.

Objective Analysis:

There is a significant mutual benefit to continue the IGA as it is currently operating and both the City and Dysart Unified School District wish to renew the IGA.

Policy Compliant:

This action is compliant with City policy as it relates to entering into intergovernmental agreements.

Financial Impact:

Based on current usage, the financial impact is expected to remain consistent with previous years' operating expenditures.

Budget Impact:

The current adopted budget includes funding associated with the IGA. Assuming current utilization remains the same for the upcoming fiscal years, the budget impact is expected to remain consistent.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. Dysart USD City of Surprise IGA 06 03 22
2. Res 2022-65 DUSD IGA Shared Use Facilities

INTERGOVERNMENTAL AGREEMENT
FOR THE OPERATION OF SCHOOLS AS COMMUNITY CENTERS
CITY OF SURPRISE AND DYSART UNIFIED SCHOOL DISTRICT NO. 89

This agreement ("Agreement") is made and entered into between Dysart Unified School District No. 89 of Maricopa County, Arizona ("District" or "the District") and the City of Surprise, Arizona ("City" or "the City").

RECITALS

A. Arizona law encourages cities and school districts to cooperate in using facilities to better and more efficiently serve the public.

B. City and District both recognize that schools operated by the District in the City, to the extent possible, can serve as community centers after school hours, on weekends, during holidays and during the summer.

C. City and District both recognize the value to provide for the joint planning and development of future facilities, and scheduling and implementation of programs to be conducted at school facilities.

D. The City and District wish to cooperate to ensure that schools serve as community centers when they are not being used for school purposes and should be shared to the extent feasible.

Now, therefore, pursuant to A.R.S. §§ 9-500.05, 11-952, 15-363, 15-364, 15-1511 and other statutes, the City and District agree as follows:

AGREEMENT

Section 1. Definitions

1.1 "City Activities" – all programs and events put on by the City utilizing city staff and/or volunteers.

1.2 "City Facilities" means all City-owned facilities, including any facilities that are constructed after this Agreement becomes effective.

1.3 "City Uses" means City activities and includes scheduled maintenance of facilities and City sponsored activities. "City Uses" shall include activities organized by non-profit entities under a cooperative agreement with the City.

1.4 "District Activities" - all programs and events put on by the District utilizing district staff and/or volunteers.

1.5 "District Facilities" means all facilities owned or operated by the District within the City of Surprise, including any facilities constructed after this Agreement becomes effective.

1.6 "District Uses" means District activities and includes scheduled maintenance of facilities and District sponsored activities. "District Uses" shall include activities organized by non-profit entities under a cooperative agreement with the District.

1.7 "Non-Instruction Periods" means those calendar days when school is not scheduled to be held, including Saturdays, Sundays, and District-designated holidays or vacation days.

1.8 "Non-School Hours" means those hours of each calendar day during Instruction Periods, beginning no later than forty-five (45) minutes after classes are dismissed.

1.9 "Out-of-Pocket Costs" means those direct costs incurred by City or District over and above normal operating costs.

Section 2. Term and Termination of Agreement

2.1 Term. The initial term of this Agreement will be for one year, effective July 1, 2022, this Agreement will automatically renew for subsequent terms of one year for up to five years (terminating June 30, 2027) unless the Agreement is terminated pursuant to sections 2.2, 11.6 or 11.9 of this Agreement.

2.2. Termination. Either party may terminate this Agreement at the end of its initial term or at the end of each subsequent term by providing the other party with ninety (90) days' written notice of the intention to so terminate; provided, however, that the termination of the Agreement shall not be effective until any events or programming that have already been scheduled by District or City at the other's facilities with the other's consent have been completed.

2.3 Prior Agreements. City and District have previously entered into agreements regarding the use of the facilities at the West Point, Countryside, Western Peaks and Marley Park schools. Those agreements shall remain in effect according to their terms**;** however, the parties hereby amend each of those agreements so that the parties shall comply with Sections 3, 4 and 5 of this Agreement at each of those locations**.**

Section 3. Joint Scheduling, Reporting and Oversight

3.1 Meetings and Scheduling. As needed, designated representatives of District and City shall meet to plan and review the scheduling at District and City Facilities during Non-Instruction Periods and Non-School Hours.

3.2 Documentation of Costs. The District and City will maintain and share records of costs associated with all uses of each other's facilities.

3.3 Annual Determination of Costs, Benefits and Contributions. On an annual basis, the District and the City will calculate and review the costs and benefits of this Agreement, taking into account hours of facility utilization, costs (including Out of Pocket Costs), fees and charges, capital investments and any other contributions made to the other party, waived or costs imposed on the other party. Any imbalance in the contributions made by each party pursuant to this Agreement shall be rectified through adjusting future contributions and benefits without exchanging cash, except for payment of Out of Pocket Costs as specified in this Agreement.

3.4 Audit. The City and District shall have the right, at their sole cost and expense, to audit costs associated with facility use and documentation of such costs by notifying the other party (Audited Party) of its intent to audit within thirty (30) days of receipt of the annual determination of costs, benefits and contributions. Any such audit shall be conducted by an accounting firm of the requesting party's choosing, and such accounting firm shall have reasonable access to the Audited Party's books and records and work papers, and shall have the right to meet with personnel of the Audited Party. To the extent that any such audit reveals an error in the calculation of reported costs from the use of facilities in an amount greater than five percent (5%), the requesting party will be promptly and without set-off reimbursed its reasonable costs and expenses of such audit by

Audited Party. Any disputes regarding costs associated with facility use or the audit, if not resolved by the parties within thirty (30) days, will be submitted to an independent, third party auditor to be mutually agreed by the parties, acting reasonably and in good faith. Any agreed upon or agreed auditor mandated adjustment costs associated with facility use shall be promptly paid.

Section 4. Use of District Facilities by City

4.1 City Use. The City may request uses of District facilities for City Use during Non-School Hours or Non-Instruction Periods when the District is not using District Facilities for District Uses. After scheduling for District Uses, the District will give the City first priority for use of District Facilities. District may, in its discretion, decline to allow City Use of some District Facilities. However, District will make every reasonable effort to accommodate City requests for facilities. Documentation will be provided upon request to explain denied requests. If the District agrees to City Uses of District Facilities, such uses shall be governed by the terms of this Agreement.

4.2 Fees for Use. The District waives any and all fees for the City Uses of District Facilities. However, the City will pay District the Out of Pocket Costs resulting from City Uses of District Facilities. Payment of Out of Pocket Costs owed by the City will be made in a timely manner and no later than sixty (60) days following the receipt of invoice.

4.2.1 All invoices for use of facilities shall itemize all Out-of-Pocket Costs associated with the City Uses of District Facilities. The invoice will clearly state the amount and type of fees waived pursuant to this Agreement.

4.2.2 Out of Pocket Costs shall be established by the District-approved fee schedule (at the time of the facility use), as may be amended from time to time.

4.3 Requests for Services and Equipment. Specific requests by the City for services or equipment may be provided, at direct charge, to the City. By way of example, if the City requests custodial services at a District Facility at a time when a custodian is not normally scheduled in the building, the City will be assessed a direct charge for service hours provided.

4.3.1 Busing Services. Pursuant to Section 4.3, the City hereby requests, and the District hereby agrees to provide, providing buses and drivers are available, busing services as a means for local students to get to the City's Summer Break Camps and as further described in Addendum A, which is attached hereto and incorporated by reference.

4.4 Conflicts in Scheduled Use. In the event that a District Use takes precedence over a scheduled City Use, District will provide notice no later than forty-eight (48) hours in advance and use its best efforts to find an alternative location to host the City Use. The District and City agree that conflicts regarding the City Use of District Facilities will be resolved promptly, in good faith and in accordance with this Agreement by the District's designated representative.

4.5 Compliance with Rules. The City's employees and invitees must comply with the applicable rules adopted by the District for the use of a District Facility and any conditions imposed by the District on such City Use.

4.6 Cancellations. If City reserves District facilities for anticipated City Activities or City-Sponsored Activities that are subsequently cancelled, City shall give District notice of the cancellation at least thirty (30) days before the activity was scheduled to commence. If at least thirty (30) days' notice of a cancellation is not provided, City shall be assessed the District's rental rate for the facilities that were reserved for the period of time for which the facilities were reserved.

Section 5. Use of City Facilities by District

5.1 District Use. The District may request use of City Facilities for District Use when the City is not using City Facilities for City Uses. After scheduling for City uses, the City will give the District first priority for use of City Facilities. The City may, in its discretion, decline to allow District use of some City Facilities. However, City will make every reasonable effort to accommodate District requests for facilities. Documentation will be provided to the District upon request to explain denied facility requests. If the City agrees to District Uses of City Facilities, such uses shall be governed by the terms of this Agreement.

5.2. Fees for Use. The District agrees to pay City for the Out of Pocket Costs resulting from Disitrict Use of City Facilities. Payment of Out of Pocket Costs owed by the District will be made in a timely manner and no later than sixty (60) days following the receipt of an invoice. The City waives any and all other fees for District Uses of City Facilities.

5.2.1 All invoices for use of facilities shall itemize all Out-of-Pocket Costs associated with the District Uses of the City Facilities. The Invoice will clearly state the amount and type of fees waived pursuant to this Agreement.

5.2.2 Out of Pocket Costs shall be established by the City-approved fee schedule (at the time of the facility use), as may be amended from time to time.

5.3 Requests for Services and Equipment. Specific requests by District for services or equipment may be provided, at direct charge, to the District. For example, if the District should request custodial services at a City Facility at a time when a custodian is not normally scheduled in the building, the District would be assessed a direct charge for service hours provided.

5.4 Conflicts in Scheduled Use. In the event that a City Use takes precedence over a scheduled District Use, City will provide notice no later than forty-eight (48) hours in advance and use its best efforts to find an alternative location to host the District Use. The District and City agree that conflicts regarding District Use of City Facilities will be resolved promptly, in good faith and in accordance with this Agreement by the City's designated representative.

5.5 Compliance with Rules. The District's employees and invitees must comply with the applicable rules adopted by the City for the use of a City Facility and any conditions imposed by the City on such District Use.

5.6 Cancellations. If District reserves City facilities for anticipated District Activities or District-Sponsored Activities that are subsequently cancelled, District shall give City notice of the cancellation at least thirty (30) days before the activity was scheduled to commence. If at least thirty (30) days' notice of a cancellation is not provided, District shall be assessed the City's rental rate for the facilities that were reserved for the period of time for which the facilities were reserved.

Section 6. Construction of Facilities

6.1 Construction of Facilities. District and City shall consult with each other regarding plans or proposals to construct new facilities that may be suitable for joint uses. Consideration shall be given during planning of such facilities to whether changes in design of a City or District facility might facilitate joint use. Consideration shall also be given to whether economies for the community might be achieved by constructing facilities in a manner that is conducive to joint use.

6.2 Expedited Plan Review and Inspection. City will perform, in an expedited manner, the customary plan review and inspections in connection with all schools built in the City of Surprise while this Agreement is in effect. City and District acknowledge that it is imperative that District

receive expedited, priority treatment with regard to plan review and inspections to the extent necessary to avoid delays in construction and City agrees to provide such expedited, priority treatment.

6.3 Fees. City agrees to waive any and all fees that it might otherwise be entitled to charge to District in connection with the construction of District Facilities while this Agreement is in effect, with the exception of Development Impact Fees. All fees waived will be accounted for and reported to respective parties.

Section 7. Repair of Property Damage

7.1 Property Damage. The District will be responsible for the costs to repair any property damage caused by the District Use of City Facilities, and the City will be responsible for the costs to repair any property damage caused by the City Use of District Facilities.

7.2 Reporting Damage. The facility owner will notify the user of damage or loss promptly upon discovery of damage. The notification will identify the facility, the use that caused the damage, and the date of damage and will describe the damage and estimate the cost of repairs.

7.3 Repair of Facilities. Except as otherwise mutually agreed, repair of facilities will be the responsibility of the facility owner.

7.4. Reimbursement. The facility owner will invoice the facility user upon completion and payment of the cost of repairs. The invoice will itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is contracted, a copy of the contractor's itemized statement will be attached. Actual costs will be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within 30 days from receipt of such invoice.

7.5 Disagreements.

7.5.1 The facility user will retain the right to disagree with any and all items of damage to facilities, equipment or missing property, provided that this challenge is made within ten (10) working days after first notification. Where notice of disagreement is provided in a timely manner, the facility user may decline to pay a request for reimbursement until the matter is settled.

7.5.2 Disagreements must be made in writing to the facility owner and will clearly identify the reasons for refusing responsibility for damages to the facility or equipment. Failure to do so within the prescribed time period will be considered as acceptance of responsibility by the facility user.

7.5.3 Settlement of disagreements, after proper notification, will be made by an on-site investigation involving both the District and City representatives. If damage occurs as a result of shared use of a facility over time or during an undetermined time period, both the City and District will share equally in the cost(s) to repair the damage if the City and District mutually agree that the repair is necessary.

Section 8. Insurance and Indemnification

8.1 Indemnification. Each party (the "Indemnifying Party") shall, to the extent permitted by law, defend, indemnify and hold harmless, jointly and severely, the other party and each official, or employee thereof (any such person being referred to herein as an "Indemnified Party"). This indemnity applies to any and all losses, claims, damages, expenses (including reasonable attorney fees), or liabilities ("Liabilities"), joint or several, which the Indemnified Party may be subject to in law or in equity, but only to the extent that such Liabilities arise out of or are based upon the use

of facilities, equipment, and/or services by the Indemnifying Party or its employees and invitees, as provided in Sections 3 and 4 hereof. The obligations of the foregoing indemnification provision shall not apply to the extent that any such Liability is found to have resulted from the negligence or intentional misconduct of the Indemnified Party.

8.2 Insurance. Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party's use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than $2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.

8.3 Self-Insurance. The obligations of the City and District with respect to the insurance specified in this Section 8 may be satisfied by the existence of a self-insurance program containing the same coverage and elements specified herein with respect to third party insurance.

Section 9. Notices

9.1 Notices. All notices given, or to be given, by either party to the other, shall be given in writing, by registered mail, and shall be addressed to the Superintendent where notice is being given to the District or the City Manager where notice is being given to the City. All notices shall be deemed received upon actual receipt or three (3) business days after deposit in the United States mail, whichever date is earlier.

Section 10. General Provisions.

10.1 Supervision of Programs. The City agrees that City Use of District Facilities shall be properly supervised by qualified personnel. The District agrees that District Use of City Facilities shall be properly supervised by qualified personnel. All personnel shall adhere to the applicable rules and regulations of each respective party.

10.2 Facility Access. Access will be provided for program events and activities approved under this Agreement.

10.3 Access to Storage. Wherever reasonably possible, a facility owner will make available storage space on site for joint use program equipment and supplies.

10.4 Facility Maintenance Responsibilities. With each occupancy, the facility user will be responsible for the pre and post occupancy preparations which may include opening and closing movable walls unless other conditions are established between the facility owner and user. All joint use spaces will be returned to the condition which preceded use. Where possible and necessary, access to cleaning supplies will be provided by the facility owner agency. Whenever possible, the facility user should check with the facility custodian to establish agreement upon the pre and post use conditions.

Section 11. Miscellaneous Provisions.

11.1 Entire Agreement, Amendments. This Agreement represents the entire Agreement of the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or

rescinded, except through a writing signed by both parties. This agreement supersedes all prior negations, understandings, and agreements between the parties concerning the subject matter of this agreement.

11.2 Governing Law, Forum. It is mutually understood and agreed that this Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof will be instituted only the courts of the State of Arizona.

11.3 Headings Not Controlling. Headings used in this Agreement are intended for convenience or reference only and shall not control or affect the meaning or construction of any provision of this agreement.

11.4 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

11.5 A.R.S. §38-511. Under Section 38-511, Arizona Revised Statutes, as amended, City or District may cancel any contract to which they are a party within three (3) years after execution of such contract and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the party so canceling is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

11.6 Nondiscrimination. City and District agree to take all actions necessary to ensure that everyone is treated fairly, courteously, and without bias so as to preserve human dignity and to respect cultural diversity. City and District agree to comply with all applicable provisions of federal, state, and local laws related to nondiscrimination and equal employment opportunity.

11.7 Approval by Parties. Before this Agreement shall become effective and binding upon the parties, the appropriate governing authorities of each party must approve it. In the event that such appropriate authority fails or refuses to approve this Agreement, it shall be null and void with no effect whatsoever.

11.8 Non-appropriation. All parties acknowledge that the District and City are a government entities, and the contract validity is based upon the availability of public funding under their respective authorities. In the event that public funds are unavailable and not appropriated for the performance of either's obligations under this Agreement, then this Agreement shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

11.9 E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during

normal business hours by the other party. The parties shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

11.10 Sudan/Iran. The parties hereby warrant, and represent to each other, that they do not have and during the term hereof will not have a "scrutinized business operation" in either Sudan or Iran as defined under A.R.S. § 35-391 et seq.

11.11 Surviving Provisions. The obligations under Section 8 (Indemnification) and any other Section which reasonably should survive shall survive expiration or other termination of this Agreement.

11.12 Construction. Except as otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against with party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF SURPRISE

By:_____
Skip Hall, Mayor

DYSART UNIFIED SCHOOL DISTRICT NO. 89

By:_____
Dr. Jim Dean, Acting Superintendent

ATTESTED:

_____
Sherry Aguilar, City Clerk

ATTORNEY CERTIFICATION

The undersigned certify that they have reviewed the foregoing Agreement and that said Agreement is in proper form and is within the powers and authority granted to the public body represented by the respective attorneys.

_____
Jennifer N. MacLennan
Attorney for Dysart Unified School District No. 89

_____
Robert Wingo
Attorney for City of Surprise

ADDENDUM A – BUSING SERVICES

1. The District shall make available up to twenty (20) school buses ("Vehicles") and school bus drivers ("Drivers") to transport students during the City's Summer Break Camps. Such Vehicles shall solely be used in the State of Arizona. Further, any and all Drivers shall be screened and/or vetted to ensure the safety of all Summer Break Camp participants. Evidence of such screenings and/or vetting processes shall be made available to the City immediately upon request.

2. The Vehicles and Drivers shall be available and used during and between the months of May and July each year, comprising about twenty (20) scheduled days. City and District shall agree in writing on the availability and usage of Vehicles and Drivers for those months each year and such action will not require a formal amendment to the Agreement.

3. As "use" relates to this Agreement, in no event shall the Vehicle be used, operated or driven (i) outside the State of Arizona; or (ii) by any person other than a Driver provided by the District, unless the District permits in writing another qualified and licensed person to operate the Vehicle.

4. The City shall immediately report any damage to the District, and deliver to the District every process, pleading, notice, or paper of any kind received by the City or the Driver of the Vehicle relating to any claim, suit, or proceeding connected with any accident or event involving the Vehicle. Neither the City nor the Driver of the Vehicle shall assist in the assertion of any such claim, suit, or proceeding, and shall cooperate fully with the District and any third party representatives of the District in investigating and defending the same.

5. The City shall compensate the District for use of the Vehicle and the Driver as follows:

    a. Driver Hourly Rate $40.00 per hour
    b. Rate Per Mile $2.00 per mile
    c. The District reserves the right to increase the driver hourly rate and rate per mile in subsequent fiscal years.

6. The City or District may immediately terminate use of the busing services under this Addendum A, with or without cause, by providing written notice of such termination to the other party.

RESOLUTION # 2022-65

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH DYSART UNIFIED SCHOOL DISTRICT NO. 89 FOR COOPERATIVE FACILITIES USAGE.

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

WHEREAS, Dysart Unified School District No. 89 ("District") owns facilities which are appropriate for utilization as community centers when not in use by the District; and

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the cooperative joint use of District facilities in exchange for reciprocal use of City facilities**.**

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the District, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this _____day of _____, 2022.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND DYSART UNIFIED SCHOOL DISTRICT NO. 89

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Joe Gladieux, SENIOR SVCS PRG SUPV

Submitting Department: Human Svcs and Comm Vitality

District: Internal

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of the Contract for Services between the City of Surprise and Area Agency on Aging, authorizing the City to accept grant funding in the amount of $90,000, and amending the Fiscal Year 2023 budget by moving budget authority of $90,000 within the grants fund; Resolution #2022-63.

Motion:

I move to approve Resolution #2022-63.

Background:

The City of Surprise, through its Human Service & Community Vitality (HSCV) Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004. The grant award will serve to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the program.

Objective Analysis:

This action will allow the HSCV Department to maintain the congregate meal service program at the Senior Center

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

This grant award is $20,000 for part-time salaries and $70,000 for special event hosting for a one-time total of $90,000. There is a 10% in-kind City match requirement in the amount of $9,000 which will be met with HSCV's General Fund operating budget for a total grant budget of $99,000.

Budget Impact:

This action requires a movement of budget authority in the amount of $90,000 within the Grants Fund

from contingency to project G51505 and project G51516 to cover projected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

N/A

ATTACHMENTS:

1. Res 2022-63 AAA FY23
2. 2023-36-SUR

RESOLUTION # 2022-63

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE CONTRACT FOR SERVICES BETWEEN THE CITY OF SURPRISE AND AREA AGENCY ON AGING; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF $90,000 FROM AREA AGENCY ON AGING FOR THE CONGREGATE MEAL PROGRAM; AND AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF $90,000 WITHIN THE GRANTS FUND.

WHEREAS, the City of Surprise, through its Human Service & Community Vitality Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004;

WHEREAS, the City desires to enter into a Contract for Services with Area Agency on Aging for the purpose of receiving a grant for $90,000 to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the congregate meal program;

WHEREAS, all service expenditures pursuant to the Contract for Services are on a reimbursement basis, up to $90,000;

WHEREAS, the FY2023 budget was adopted by Council Resolution #2022-56 on June 7, 2022;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as ***Exhibit A*** and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2022 through June 30, 2023.

Section 2. That the City of Surprise is authorized to accept a grant in the amount of $90,000 from Area Agency on Aging for Congregate Meals.

Section 3. That the Contract for Services between the Area Agency on Aging and the City of Surprise (Contract #2023-36-SUR), attached as ***Exhibit B***, is hereby approved.

Section 4. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this _____day of _____, 2022.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of $90,000 within the Grants Fund to cover projected expenditures for the Congregate Meal Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51505 FY23 AAA Meals	E	-	80,000	80,000
Grants	Human Svcs and Comm Vitality	#G51505 FY23 AAA Meals	R	-	80,000	80,000
Grants	Human Svcs and Comm Vitality	#G51516 FY23 AAA Senior Center	E	-	10,000	10,000
Grants	Human Svcs and Comm Vitality	#G51516 FY23 AAA Senior Center	R	-	10,000	10,000
Grants/Contingency	General Operations	Contingency	E	4,000,000	(90,000)	3,910,000
Grants/Contingency	General Operations	Other	R	4,006,800	(90,000)	3,916,800
			Expense Total	**4,000,000**	-	**4,000,000**
			Revenue Total	**4,006,800**	-	**4,006,800**

EXHIBIT B

Contract for Services (Contract #2023-36-SUR)

Contract #2023-36-SUR

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated ***AND*** **City of Surprise**
1366 E. Thomas Road, Suite 108 **16000 North Civic Center Plaza**
Phoenix, Arizona 85014 **Surprise, Arizona 85374**
602-264-2255 fax: 602-230-9132 **623-222-1500 fax: 623-222-1501**
EIN: 86-6007796

DURATION OF THE CONTRACT, FY 2023: July 1, 2022 and shall end June 30, 2023

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO — Seth Dyson, Director
Programmatic Authority: Lizzie Kazan, Director of Contracts Administration — Joe Gladieux, Human Service & Community Vitality Manager
Daily Contacts: Michael Ashton, Contracts Specialist — Joe Gladieux, Human Service & Community Vitality Manager

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:
City of Surprise Revenue Division, 16000 North Civic Center Plaza, Surprise Arizona 85374.

This Contract is entered into by and between City of Surprise, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING, REGION ONE, INCORPORATED

Signature and Date

Mary Lynn Kasunic, President & CEO

CITY OF SURPRISE

Signature and Date

Seth Dyson, Director

CONTRACT SUMMARY

FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2023-36-SUR

CONTRACTOR: City of Surprise

TYPE: ***Original Contract***

CONTRACT TERM: July 1, 2022 to June 30, 2023

Contract Reimbursement Ceiling for all Services: **TOTAL: $ 90,000**

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Multipurpose Operations
Area Agency	80,000	10,000
Project Income	24,200	-
Non-Fed Inkind	-	-
Non-Fed Cash	96,735	171,146
Other Federal	-	-
TOTAL	200,935	181,146
EXPENSES		
Personnel	111,703	133,901
ERE	23,082	28,245
Prof&Outside	-	-
Travel	200	-
Space	8,550	12,400
Equipment	-	-
Materials/Supl	55,800	6,200
Operating Svc	1,600	400
Indirect	-	-
TOTAL	200,935	181,146
UNITS	18,000	3,200
UNIT RATE	$ 11.16	$ 56.61

ADES Special Terms and Conditions

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

1.1 **"***Award Date***"** The date the Contract is executed by Area Agency. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.

1.2 "*Client Specific Referral*" Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.

1.3 **"***Department***"** The Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.4 **"***Effective Date***"** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.

1.5 **"***Equipment***"** All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

1.6 **"***May***"** Indicates something that is not mandatory but permissible.

1.7 "*Purchase Order*" also known as "Purchase Authorization" or "Release Order" is an authorized document to procure goods or services.

1.8 **"***Shall, Must***"** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.

1.9 **"***Should***"** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.

1.10 **"***Vulnerable adult***"** An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.

1.11 *"Additional Insured"* Specifically includes all agencies and requirements as identified in Section 26.4.3.

1.12 *"Area Agency"* Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.

1.13 *"Contract Specialist"* Is the Area Agency staff person who is assigned managerial responsibility for the contract.

1.14 *"Scope of Work"* The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.

1.15 *"Service Specification"* The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency."

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 **Merger, Reorganization or Change of Ownership**

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

If providing direct services to children or vulnerable adults, the following shall apply:

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor will conduct A Central Registry Background Check *(Exhibit A)* using the Area Agency contract number **CTR048037** and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

6.2.1 Any person who applies for a contract with Area Agency and that person's employees;

6.2.2 All employees of a contractor;

6.2.3 A subcontractor of a contractor and the subcontractor's employees; and

6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form *(Exhibit B)* if the certification states:

6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

6.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.

6.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: https://des.az.gov/documents-center.

6.7.1 In the Document Center "Filter by Category "Select Aging" and click on "Search". This will produce the following result:

1. Document Number AAA-1344A

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;

9.3 Provided favorable or unfavorable treatment to anyone;

9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;

9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or

9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of $5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12.0 CONFIDENTIALITY

12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.

12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.

13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.

13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14.0 COOPERATION

14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.

16.2 The Data Sharing Request Agreement is located at: http://des.az.gov/documents-center. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:

16.2.1 Document Number J-119-Single (For requests involving a single division or program).

16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17.0 EQUIPMENT

17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.

17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

18.0 EVALUATION

18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

19.0 E-VERIFY

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*

19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES

20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22.0 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23.0 FINGERPRINTING

23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal

requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

Exhibit C English

Exhibit D Spanish

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.

24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0 INCLUSIVE CONTRACTOR

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0 INDEMNIFICATION AND INSURANCE

26.1 **Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2 **Insurance Requirements**

26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3 **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability (CGL) – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $3,000,000 (ALTCS) / $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $ 50,000
- Each Occurrence $1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*

4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than $500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is $100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.4.3 Required Agencies:

_✓_ Area Agency on Aging, Region One Incorporated
_✓_ State of Arizona and Department of Economic Security
_✓_ Banner University Family Plan
_✓_ UnitedHealthcare Community Plan
_✓_ Mercy Care Plan

26.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

26.6.2 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

26.10 **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 LEVELS OF SERVICE

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location: https://des.az.gov/digital- library/limited-english-proficiency.

30.0 NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area

Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

31.3.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Contractor prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (**insert Contractor name here**) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (**insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** "*Para obtener este documento en otro formato o obtener información adicional sobre esta política***, (insert Contractor contact person and phone number here**)."

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

32.1 All notices shall reference the contract number.

32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:

32.2.1 Change of telephone number;

32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;

32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or

32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

33.1.1 ADES Special Terms and Conditions;

33.1.2 Uniform Terms and Conditions;

33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services

33.1.4 Scope of Work;

33.1.5 Service Specifications

33.1.6 Area Agency Manuals, Policies and Directives

33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;

33.1.8 Exhibits;

33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

34.1.2 Alternative methods to ensure there are services or products in the supply chain.

34.1.3 An up to date list of company contacts and organizational chart.

34.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, Area Agency shall have the following rights:

34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.

34.2.2 Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36.0 PAYMENTS

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:

36.1.1 ✓ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall be only be made by a Contract Amendment.

36.1.2 __ Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as

designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.

36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.

36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.

36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.

36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.

36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.

36.6 Under no circumstances shall Area Agency make payment to the Contractor:

36.6.1 That exceeds the unit authorized without an amendment to this contract;

36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or

36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.

36.8 Compensation for Rate or Fixed Price

36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.

36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.

36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.

36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.

36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.

36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

36.9 Compensation for Fixed Price with Price Adjustment

36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.

36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.

36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.

36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;

37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;

37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the “Substantial Interest” section of these terms and conditions;

37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the “Unallowable Costs” section of these terms and conditions;

37.6 Any amounts paid by Area Agency for which the Contractor’s books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;

37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the

"Certification of Cost or Pricing Data" section of these terms and conditions; and

37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41.0 RATE ADJUSTMENT

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department
1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:
1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a

cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;

3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.

42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.

42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.

42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.

43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*

44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.

44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.

44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's

employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.

46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:

46.2.1 Be on the Contractors company letterhead;

46.2.2 Be signed by an authorized representative of the Contractor; and

46.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.

46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.

47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the

administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 "*Contract*" means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.

1.3 "*Contract Amendment*" means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.

1.4 "*Contractor*" means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.

1.5 "*Days*" means calendar days unless otherwise specified.

1.6 "*Exhibit*" means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.

1.7 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 "*Procurement Officer*" means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 ADES Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services

2.3.4 Scope of Work;

2.3.5 Service Specifications;

2.3.6 Area Agency manuals, policies and directives;

2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions

2.3.8 Exhibits;

2.3.9 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties**. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence**. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 CONTRACT ADMINISTRATION AND OPERATION

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination**. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing**. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.

3.5 **Notices**. Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.

3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.

3.8 **Ownership of Intellectual Property**. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.

3.9 **Federal Immigration and Nationality Act**. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years whichever is longer."*

3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 COSTS AND PAYMENTS

4.1 **Payments**. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and it's funders harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.

4.4 **Availability of Funds for the Next State fiscal year**. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 **Availability of Funds for the current State fiscal year**. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or Area Agency may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

5.0 CONTRACT CHANGES

5.1 **Amendments**. This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 **Subcontracts**. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 **Assignment and Delegation**. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 RISK AND LIABILITY

6.1 **Risk of Loss**: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.2.3 **Indemnification for Subcontractor**. In addition, the Contractor shall cause its contractor(s) and

subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 WARRANTIES

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that,

for one year after acceptance by the Area Agency of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.

7.5 **Compliance With Applicable Laws**. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 CONTRACTUAL REMEDIES

8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.

8.4 **Nonconforming Tender**. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully

comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Area Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 CONTRACT TERMINATION

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities**. The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment**. The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.

9.4 **Termination for Convenience.** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default**.

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 ADULT PROTECTIVE SERVICES REGISTRY

Providers are required to conduct a search of the Adult Protective Services (APS) Registry for all personnel (including subcontracted personnel and volunteers), including paid family members, who provide direct service to clients in their homes and other community-based settings. The personnel shall be prohibited from providing services to clients if the search of the APS Registry contains any substantiated report of abuse, neglect, or exploitation of vulnerable adults. Providers may choose to allow exceptions to the background requirements for DCWs providing services to family members only as specified in AMPM Policy 1240-A. The search of the APS Registry shall be conducted at the time of hire/initial contract and annually thereafter. Documentation of the search results should be maintained in the personnel/volunteer rile for audit purposes. (Refer to the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey ((November 1, 2019)) developed in response to Executive Order 2019-03).

16.0 CONGREGATE MEALS

16.1 **Purpose Statement**

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 **Service Description**

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 **Service Requirements – The Contractor shall provide:**

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
   a) A dietitian or other individual meeting the requirements in Section 17.4;
   b) Meal participants; and
   c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
   a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
   b) Plan menus considering the availability of foods during seasons when they are most plentiful.
   c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS "Nutrition, Food Service, and Wellness Manual as amended.
   d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
      i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
      ii. Plan the menu with a majority (≥ 80%) as hot meals.
      iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor's standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
   a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS "Nutrition, Food Service, and Wellness Manual" and as may be amended.

16.3.2 Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and

federal requirements related to the food service operation.

2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
   b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
   c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
   d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3 Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4 Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
5. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit

purposes.

8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
    a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 Social Interaction

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 Site Monitoring

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION
    a. To provide for delivery of congregate meals.

2. STAFFING REQUIREMENTS
    a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
    b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
        1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
        2. Document staff certification and training in personnel files.
        3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. CLIENT CONTRIBUTION POLICIES
    a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
    b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
    c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
    d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
    e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
    f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

4. REPORTING REQUIREMENTS
Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
    a. All congregate meal operations must be conducted using the Area Agency electronic database.
    b. Reports and documentation must be reported on a calendar month only as follows:
        i. program reports completed by the 5th of each month.
        ii. financial statement completed by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE
    a. One unit of service equals one meal served to a client.

29.0 MULTIPURPOSE CENTER OPERATIONS

29.1 **Purpose Statement**

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 **Service Description**

29.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 **Service Requirements – The Contractor shall provide:**

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and

3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.

29.3.5 Education:

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
4. Develop and maintain on-going physical activity programs;
5. Coordinate with local community resources to provide health screening and health risk assessments; and
6. Provide training on the self-management of chronic conditions.

29.3.6 Volunteer Opportunities:

1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
2. Implement a volunteer recruitment system;
3. Provide job descriptions for volunteers; and
4. Provide and document training for volunteers.

29.3.7 Recreational Activities:

1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;

29.3.8 Intergenerational Programs:

1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.

29.4 **Licensure/Certification Requirements**

29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.

29.5 **Reporting Unit**

29.5.1 One (1) unit of service equals 60 minutes of service time.

39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION

1. SERVICE STANDARDS
   Contractor shall comply with the following minimum standards:
   a. Health Promotion
      Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
   b. Exercise
      Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
   c. Staffing
      Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION
   Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS
   Area Agency recognizes two forms of units for this service:
   a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
   b. Staff hour: the staff reporting time is limited to the following categories:
      i. program planning.
      ii. conducting activities.
      iii. providing social services.
      iv. conducting outreach.
      v. volunteer coordination to include recruitment, supervision, recognition.
      vi. staff training provided to contractor staff / volunteers.
      vii. continuing education for staff / volunteers.

   For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS
   Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
   a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
   b. reports and documentation must be reported as follows:
      i. program report for activities completed by the 5th of each month.
      ii. program report for MCO units completed by the 5th of each month.
      iii. financial statement completed by the 10th of each month.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

Organization (Contractor / Subcontractor)	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area to be Served
City of Surprise **16000 N. Civic Center Plaza** **Surprise, AZ 85374**	☐			
Senior Center **15832 N. Hollyhock St** **Surprise, AZ 85378**	☐	**Congregate Meals** **Multipurpose Center Operations**	**Mon - Fri** **8:00am - 4:00pm**	**PSA1**

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

☒ New Year's Day	☒ Independence Day *(observed)*	☒ Thanksgiving Day	☐ Other
☒ Martin Luther King Jr's	☐ Rosh Hashanah	☒ Day after Thanksgiving	☐ Other: Type here
☒ President's Day	☒ Labor Day	☐ Christmas Eve	☐ Other: Type here
☐ Cesar Chavez Day	☐ Yom Kippur	☒ Christmas Day	☐ Other: Type here
☐ Good Friday	☐ Columbus Day	☐ New Year's Eve	☐ Other: Type here
☒ Memorial Day	☒ Veteran's Day	☒ Other: staff service day - July	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF SURPRISE

Signature and Date

Seth Dyson, Director

CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," " proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF SURPRISE

_____

Signature and Date

Seth Dyson, Director

DCS Central Registry Request Submission Procedures for DES Providers

Submission Guidance:

1. Email the completed DCS-1083A (employment) to DESCANRegistrychecks@AZDCS.gov
2. Please note, that each submission must be for one person - one person, one email, one attachment.
3. The DCS-1038A Form must be submitted as a PDF and must be complete, i.e., include all required fields, as follows (highlighted in yellow):

NAME OF REQUESTING AGENCY | REQUESTING AGENCY EMAIL ADDRESS

MAILING ADDRESS *(No., Street, City, State, ZIP Code) (For return of results)*

APPLICANT/EMPLOYEE'S NAME *(Last, First, M.I.)* | SOC. SEC. NO. | DATE OF BIRTH *(mm/dd/yy)*

OTHER NAMES USED *(including nicknames and maiden names)* | FINGERPRINT CLEARANCE CARD OR APPLICATION NO.

APPLICANT/EMPLOYEE'S ADDRESS *(No., Street, Apt No., City, State, ZIP Code)*

☐ New Hire ☐ Rehire ☐ Volunteer ☐ Renewal | APPLICANT/EMPLOYEE EMAIL

POSITION | DATE EMPLOYED

☐ Solicitation No. _____ ☐ Contract/Extension No. _____ ☐ Trucking No. _____

EDUCATION | EXPERIENCE

Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding? ☐ Yes ☐ No

If Yes:
- **What** was the allegation(s)? _____
- **When** was the investigation(s) conducted? _____
- **Where** was the investigation(s) conducted? _____

If you wish to provide additional information please use reverse side.

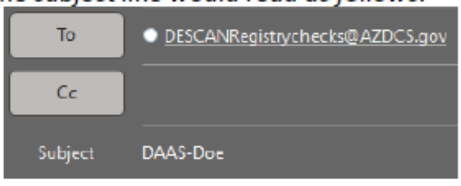
STATEMENT OF CERTIFICATION BY APPLICANT/EMPLOYEE

By signing this form, I allow the Department of Child Safety to report final findings of any DCS child abuse investigation and the status of my Level 1 Fingerprint Clearance Card to the agency listed above. I attest under penalty of perjury, that the information provided is true, correct, and complete to the best of my knowledge and belief. I further understand the provision of false information or intentional misrepresentation of information on this form may result in disciplinary action.

APPLICANT/EMPLOYEE'S SIGNATURE | DATE

   a. Although the form must be typed, the APPLICANT/EMPLOYEE'S SIGNATURE field can be signed electronically or be a scanned copy of an original wet signature.

4. The Subject Line for each email must be formatted as:
   [DES Division] - [Applicant Last Name]
   For example: If a submission is for Jane Doe, a potential direct care worker or home delivered meal driver, the subject line would read as follows:



Submissions will be returned to the sender for any the following:

1. An email that contains more than one attachment or is for more than one person.
2. If any attachments are in formats other than PDF (e.g., Word, JPG, Google Docs, etc.).
3. If the DCS-1038A form is missing or is incomplete (i.e., does not include all required fields).
4. If the email Subject Line is not formatted as required.

For any questions or assistance, please contact: DESCANRegistry@AZDCS.gov

DCS-1083A (8-17) | ARIZONA DEPARTMENT OF CHILD SAFETY

DIRECT SERVICE CENTRAL REGISTRY CLEARANCE FORM

Applicant/Employee: You are being provided this form because you have applied for a position that requires a search of the Arizona Department of Child Safety's (DCS) Child Abuse and Neglect Records (CPS/CR) and a Level 1 Fingerprint Clearance Card issued by the Department of Public Safety (DPS). Both are required by Arizona state law. Your information, upon submission by your employer, will be searched through the DCS Central Registry for Employment, and the DCS and DPS Fingerprint Clearance Card databases.

All information on the form must be **typed or printed**. Any form missing information or containing information which is not legible will be **returned to the requesting agency.**

Employers: Return the completed form via secured email to dcscentralregistry@azdcs.gov within five (5) business days of hire and upon license renewal. This form must be retained as confidential in the employee's file, and it is subject to audit.

NAME OF REQUESTING AGENCY	REQUESTING AGENCY EMAIL ADDRESS

MAILING ADDRESS *(No., Street, City, State, ZIP Code) (For return of results)*

APPLICANT/EMPLOYEE'S NAME *(Last, First, M.I.)*	SOC. SEC. NO.	DATE OF BIRTH *(mm/dd/yy)*

OTHER NAMES USED *(Including nicknames and maiden names)*	FINGERPRINT CLEARANCE CARD *OR* APPLICATION NO.

APPLICANT/EMPLOYEE'S ADDRESS *(No., Street, Apt No., City, State, ZIP Code)*

☐ New Hire ☐ Rehire ☐ Volunteer ☐ Renewal	APPLICANT/EMPLOYEE EMAIL

POSITION	DATE EMPLOYED

☐ Solicitation No. _____ ☒ Contract/Extension No. CTR048037 ☐ Tracking No. _____

EDUCATION	EXPERIENCE

Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding? ☐ Yes ☐ No

If Yes:
- **What** was the allegation(s)?
- **When** was the investigation(s) conducted?
- **Where** was the investigation(s) conducted?

If you wish to provide additional information please use reverse side.

STATEMENT OF CERTIFICATION BY APPLICANT/EMPLOYEE

By signing this form, I allow the Department of Child Safety to report final findings of any DCS child abuse investigation and the status of my Level 1 Fingerprint Clearance Card to the agency listed above. I attest under penalty of perjury, that the information provided is true, correct, and complete to the best of my knowledge and belief. I further understand the provision of false information or intentional misrepresentation of information on this form may result in disciplinary action.

APPLICANT/EMPLOYEE'S SIGNATURE	DATE

FOR DCS USE ONLY

DATE RECEIVED	CPS/CR Substantiated Reports	Fingerprint Clearance Card Status
	Date Checked _____ ☐ No ☐ Yes ☐ Disqualifying ☐ Non-Disqualifying *Report No.* _____ *Code* _____	Date Checked _____ ☐ Valid Level 1 ☐ Suspended ☐ Expired ☐ Denied ☐ Driving Restricted *Card No.* _____ *Expiration* _____

NAME/SIGNATURE OF PERSON COMPLETING SEARCH

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-255-2801; TTY/TDD Services: 7-1-1. • Disponible en español en linea o en la oficina local.

EXHIBIT B

AAA-1344A FORENG (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name *(Last, First, M.I.)* _____ SOC.SEC.NO. _____

Date of Birth _____ Aliases *(e.g., maiden, nicknames)* _____

Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occured)* finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

EXHIBIT C

LCR-1034A FORNA (10-19)
Previous versions not accepted

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statues, to help us determine your fitness to have unsupervised access to vulnerable persons. **Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.**

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name *(First, Middle, Last)*: _____ Date of Birth *(MM/DD/YY)*: _____

Address *(No., Street, Apt. No.)*: _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) *(Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed)*:

ALSO – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. *(If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)*

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage		
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555		
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558		
35. Any felony offense involving contributing to the delinquency of a minor		
36. Unlawful sale or purchase of children		
37. Child bigamy		
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than $250, but less than $1000 if the offense was committed before June 29, 2009		
39. Felony indecent exposure		
40. Felony public sexual indecency		
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card		
42. Terrorism		
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03		

Appealable 5 Years After Conviction

The following **felony** offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment			
2. Threatening or intimidating			
3. Assault			
4. Aggravated assault			
5. Unlawfully administrating intoxicating liquors, narcotic drugs or dangerous drugs			
6. Dangerous or deadly assault by prisoner or juvenile			
7. Prisoners who commit assault with intent to incite to riot or participate in riot			
8. Assault by vicious animals			
9. Drive by shooting			
10. Assaults on public safety employees or volunteers and state hospital employees			
11. Discharging a firearm at a structure			
12. Prisoner assault with bodily fluids			
13. Aiming a laser pointer at a peace officer			
14. Possession and sale of peyote			
15. Possession and sale of a vapor-releasing substance containing a toxic substance			

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons			
17. Sale of regulated chemicals			
18. Sale of precursor chemicals			
19. Production or transportation of marijuana			
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs			
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs			
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs			
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15			
24. Involving or using minors in drug offenses			
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone			
26. Possession, manufacture, delivery and advertisement of drug paraphernalia			
27. Use of wire communication or electronic communication in drug-related transactions			
28. Using a building for sale or manufacture of dangerous or narcotic drugs			
29. Manufacture or distribution of prescription-only drug			
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs			
31. Manufacture of certain substances and drugs by certain means			

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft		
2. Theft by extortion		
3. Shoplifting		
4. Forgery		
5. Criminal possession of a forgery device		
6. Obtaining a signature by deception		
7. Criminal impersonation		
8. Theft of a credit card or obtaining a credit card by fraudulent means		
9. Receipt of anything of value obtained by fraudulent use of a credit card		
10. Forgery of a credit card		

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of $250 but less than $1000 and the offense was committed before June 29, 2009	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile		
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot		
51. Misdemeanor assault by vicious animals		
52. Misdemeanor drive-by shooting		
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees		
54. Misdemeanor discharging a firearm at a structure		
55. Misdemeanor prisoner assault with bodily fluids		
56. Misdemeanor aiming a laser pointer at a peace officer		
57. Misdemeanor possession and sale of peyote		
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance		
59. Misdemeanor selling or giving nitrous oxide to underage persons		
60. Misdemeanor sale of regulated chemicals		
61. Misdemeanor sale of precursor chemicals		
62. Misdemeanor production or transportation of marijuana		
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs		
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs		
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs		
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15		
67. Misdemeanor involving or using minors in drug offenses		
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone		
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia		
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions		
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs		
72. Misdemeanor manufacture or distribution of prescription-only drug		
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs		
74. Misdemeanor manufacture of certain substances and drugs by certain means		

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

LCR-1034A FORS (10-19)
No se aceptan versiones anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este afidávit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. **El dejar de revelar información verdadero y preciso en este afidávit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.**

Asegúrese que revise todas las seis (6) páginas del afidávit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre *(Nombre, segundo, apellido)*: _____ Fecha de nacimiento *(MM/DD/YY)*: _____

Dirección *(Núm., calle, núm. de apto.)*: _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

☐ No he sido declarado culpable ni estoy acusado de ningún delito.

☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) *(Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario)*:

TAMBIÉN – Marque una de lo siguiente:

☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.

☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. *(Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y* ***NO TENDRÁ*** *derecho de apelar la decisión.)*

Certifico que entiendo este afidávit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public *(Notario publico)*

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inmoral de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308		
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato		
33. Representar un adulto como un menor según A.R.S. § 13 3555		
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558		
35. Algún delito que incluye contribuir a la delincuencia de un menor		
36. La venta o compra ilegal de niños		
37. Bigamia infantil		
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de $250, pero menos de $1000 si los delitos fueron cometidos antes del 29 de juno de 2009		
39. Delito grave de exhibicionismo		
40. Delito grave de indecencia sexual pública		
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1		
42. Terrorismo		
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03		

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos **graves** si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa			
2. Incendio intencional			
3. Agresión			
4. Agresión agravada			
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas			
6. Agresión peligrosa o mortal por parte de prisionero o menor			
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín			
8. Agresión mediante animales viciosos			
9. Tiroteo desde auto			
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal			
11. Disparar un arma de fuego contra una estructura			
12. Agresión por parte de prisionero con fluidos corporales			

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden			
14. Posesión y venta de peyote			
15. Posesión y venta de alguna sustancia vaporoso que contiene substancias tóxicas			
16. Vender o dar óxido nitroso a personas de menor de edad			
17. La venta de químicas reglamentadas			
18. La venta de químicos precursores			
19. Producción o transportación de la marihuana			
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas			
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta			
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas			
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años			
24. El hacer participar o usar menores durante delitos de drogas			
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas			
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas			
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas			
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas			
29. El fabricar o distribuir drogas disponibles solo por receta			
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación			
31. Manufactura de ciertas substancias y drogas a través de ciertos medios			

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto		
2. Robo mediante extorsión		
3. Hurto de mercancías en una tienda o negocio		
4. Falsificación		
5. Posesión criminal de un instrumento de falsificación		
6. Obtener una firma mediante decepción		
7. Personificación criminal		
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos		

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-Billing Due	Re-Billing Time Limit
July	August 10th	November 10th	3 months
August	September 10th	December 10th	3 months
September	October 10th	January 10th	3 months
October	November 10th	February 10th	3 months
November	December 10th	March 10th	3 months
December	January 10th	April 10th	3 months
January	February 10th	May 10th	3 months
February	March 10th	June 10th	3 months
March	April 10th	July 10th	3 months
April	May 10th	July 10th	2 months
May	June 10th	July 10th	1 month
June	July 10th	July 10th	0 month

EXHIBIT F

Unusual Incident Report

Provider _____ Site _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Name(s) of Person(s) involved:_____

_____

Telephone report given to: (name of Area Agency staff) _____

Telephone report given by: _____ Date: _____ Time: _____

Nature of Incident (include name(s) of client(s) and staff involved).

Use additional pages if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature of person completing the report _____

Instructions

Any incident occurring at an Area Agency on Aging, Region One supported facility or within services must be reported. A telephone call to the Area Agency staff (602-264-2255) must occur promptly on serious (911) incidents. All incidents must be e-mailed within 24 hours to your Contracts Specialist.

COMMUNICATION PAGE

(not an integral page of the Contract)

5/24/22 EMAILED TO:

Seth.Dyson@surpriseaz.gov

Joe.Gladieux@surpriseaz.gov

Deborah.Perry@surpriseaz.gov

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Michael Boule, ASST DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource Management

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action regarding the adoption of the City of Surprise 2022 Water Resource Master Plan Update; Resolution #2022-68.

Motion:

I move to approve Resolution #2022-68.

Background:

The Water Resource Management Department recently concluded an update to the Water Resource Master Plan that was initiated in July of 2020. The previous update to the Water Resource Master Plan occurred in 2015. The Department has a policy stating that it will update the Water Resource Master Plan every five years. The purpose of the update is to provide a guide for quantifying the long-term needs for water resources to support the City in maintaining its 100-year Designation of Assured Water Supply. The outcomes of the 2020 5-year update include updated population and demand growth projections, replenishment strategies, and modeling that incorporates drought.

Objective Analysis:

N/A

Policy Compliant:

This item is policy compliant and is consistent with the City of Surprise Water Resource Management Water Acquisition Policy to update the Water Resource Master Plan every five years.

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. Water Resource Master Plan Update Executive Summary
2. Res 2022-68 Adopt 2022 WRMP.2

Contents

Executive Summary

ES.1 City of Surprise Integrated Water Master Plan ES-1
ES.2 Project Purpose and Scope ES-1
ES.3 Water Resources Master Planning For the City of Surprise ES-1
ES.4 2021 IWMP - Water Resources Update Planning Drivers ES-2
ES.5 Meeting Current, Committed and Projected Demands ES-3
ES.6 Risks and Uncertainties ES-4
ES.7 Strategies to Mitigate Risks and Uncertainties ES-5
ES.8 2021 IWMP - Water Resources Update Outcomes ES-6
ES.9 Future IWMP - Water Resources Updates ES-6

Abbreviations

2021 IWMP-WRU	2021 IWMP Water Resources Update
ADEQ	Arizona Department of Environmental Quality
ADWR	Arizona Department of Water Resources
AFY	acre-feet per year
AHI	area of hydrologic influence
AMA	active management area
CAP	Central Arizona Project
City	City of Surprise
DCP	Drought Contingency Plan
IWMP	Integrated Water Master Plan
MPA	municipal planning area
SPA	special planning areas
WVWA	West Valley Water Association

EXECUTIVE SUMMARY

ES.1 City of Surprise Integrated Water Master Plan

The City of Surprise (City) developed its first Integrated Water Master Plan (IWMP) in 2008. This document has two components: Water Resources and Water Infrastructure. The Water Resources document identifies service area demands, existing water supplies, and opportunities to expand the City's water portfolio. The Water Infrastructure document includes water, wastewater and reclaimed water infrastructure planning, hydraulic modeling and capital project definitions that support the IWMP water resources strategy.

In 2015, the City updated the IWMP Water Resources document, which identified additional water acquisition and reclaimed water management strategies. The demand projections and many of the planning assumptions for this effort were largely based on the 2008 IWMP.

ES.2 Project Purpose and Scope

The 2021 IWMP Water Resources Update (2021 IWMP-WRU) includes the City's water resources and reclaimed water master plans for the next three planning periods of the 15-year planning horizon; these are years 2025, 2030, 2035 and future buildout. The 2021 IWMP-WRU:

- Updates the City's water demand, wastewater flow and reclaimed water production forecasts,
- Aligns planning assumptions from recently completed water resources studies and on-going related planning efforts including the City's application for modification of designation of assured water supply,
- Provides a long-term water resources deployment strategy to guide the City's water management decisions for the next 15 years,
- Identifies growth thresholds triggering the need for additional water supplies, and
- Supports the City's continued efforts to maintain service area aquifer levels by identifying renewable supplies and deployment strategies promoting aquifer sustainability.

ES.3 Water Resources Master Planning For the City of Surprise

The 2021 IWMP-WRU study area includes the City of Surprise municipal planning area (MPA), divided into six special planning areas (SPA): SPA 1 through SPA 6. The SPA boundaries correlate to sewer drainage areas used for existing and planned water reclamation facilities. SPA 1 is the most populated planning area, followed by SPA 2. The other SPAs are sparsely populated, however are likely to grow to some extent over the next 15 years.

Throughout the City's MPA, there are 13 water service providers including the City of Surprise. Within SPA 1, EPCOR Water and the City serve most customers while the City of El Mirage provides water service to the approximately one-square mile Surprise Original Townsite.

The City serves most of the customers in SPA 2 while Saguaro View and Saguaro Acres water companies serving smaller numbers of customers. In the remaining SPAs, the City plans to serve most areas; however, there are other existing water service providers serving customers today, including the Beardsley Water Company, that may add connections in the future.

The City is purchasing the Circle City Water Company, located in SPAs 4, 5, and 6. Once the acquisition and transfer of ownership is complete, the City will maintain the water production and distribution systems.

As growth continues in the northern systems, the City may have opportunities to acquire some or all of these private water companies. While the 2021 IWMP-WRU accounts for population growth and water demands for these private water company areas, it does not include water resources planning for them.

EPCOR is the largest private water company that serves customers in the City of Surprise. EPCOR's 2018 Comprehensive Planning Study for the Agua Fria Water District includes both water infrastructure and water resources planning for the portions of the City's MPA that are served by EPCOR. This study is like the City's IWMP Water Resources and Water Infrastructure plans and includes projections of growth and demand, as well as water supply, treatment, and distribution system evaluations. It also includes a phased capital improvement plan that identifies projects needed to serve growth areas.

The City and EPCOR have a collaborative working relationship with respect to water resources planning. While the growth and water resources planning efforts between the City and EPCOR are distinct, they are coordinated to make certain planning assumptions are aligned.

A full description of the City's water, wastewater and water resources service areas are contained in Chapter 1.

ES.4 2021 IWMP - Water Resources Update Planning Drivers

The City is taking a proactive approach to water planning. Since the completion of the 2008 and 2015 IWMP efforts, much has changed for the City and the State of Arizona, including:

- **Growth projections** – the 2008 IWMP is built on growth assumptions largely established during the high growth period the City of Phoenix metropolitan area experienced in the early to mid-2000s and published right before the Great Recession. Demographic changes are further reflected in both the 2010 and 2020 United States Census efforts with the Valley experiencing another period of relatively steady growth.
- **Colorado River and Long-term Drought** – Arizona is experiencing a 21+ year drought on the Colorado River system potentially impacting the City's continued ability to access the full allotment of the City's Central Arizona Project (CAP) water allocation. Mitigation efforts including the 2019 Drought Contingency Plan (DCP) attempt to stabilize CAP water supplies from year-to-year. More actions may be required to determine the impacts and potential mitigation measures the City can take to have continued reliable access to CAP water.
- **Reclaimed Water Management** – The City evaluated options for managing reclaimed water supplies to provide the greatest beneficial use to both the City's water portfolio and its customers in the 2015 IWMP. The current vision for managing reclaimed water is being realized through operating recharge and recovery facilities including vadose zone injection wells and surface spreading basins. The City is considering additional

technologies, including aquifer storage and recovery wells, to make certain the City's reclaimed water is fully used in a beneficial way (Chapter 7).

- **Establishment of Water Resources Policies** – The City continues establishing policies for water resources and reclaimed water management consistent with the City's vision and its commitment to providing wise water stewardship and aquifer sustainability (Chapter 2). These visions were developed with the 2015 IWMP.
- **Opportunities to Expand the City's Water Portfolio** – The City continues to look for opportunities to leverage its water resources and seek additional supplies that would benefit the City (Chapter 6).
- **A Revised Drought Preparedness Plan** – The City recently updated their Drought Preparedness Plan with measures the City can use to respond to water supply reductions. The addition of a "water conservation toolkit" will assist in additional end-use demand reductions during times of water supply shortages.

These drivers, as part of the overall planning framework of the 2021 IWMP-WRU, are factored into the analysis and recommendations.

ES.5 Meeting Current, Committed and Projected Demands

The City maintains a Designation of Assured Water Supply (Designation), issued by the Arizona Department of Water Resources (ADWR) (Chapter 2). The City's Designation confirms that the City has demonstrated the following for its service area:

- Sufficient water supplies are physically, legally, and continuously available for a 100-year period;
- The financial capability exists to install the required facilities to deliver water;
- Water delivered to customers meets the Arizona Department of Environmental Quality (ADEQ) requirements;
- Use of water is consistent with the management goal of the Phoenix active management area (AMA) (safe yield of groundwater by year 2025); and
- Use of water is consistent with the water conservation requirements of the Phoenix AMA Management Plan.

The City's Designation must be updated at least once every 15 years. The City applies for a 10-year term while proactively approaching the modification of the Designation to make certain that all requirements are met and to adjust to changing conditions.

The parts of the City that are served by EPCOR are not included in the City's Designation. However, a 100-year water supply has also been demonstrated for these areas through ADWR's Certificate of Assured Water Supply Program obtained by individual developers at their own cost.

The City's water portfolio currently includes groundwater, CAP water, reclaimed water and long-term storage credits (Chapter 3). All CAP water and a portion of the City's reclaimed water is managed using underground storage and recovery.

The 2021 IWMP-WRU includes a range of potential growth and water demand projections, with a conservative estimate of future water resources requirements selected as the basis of the supply and demand analysis to address potential uncertainties (Chapter 5).

The water demand projections cover a 100-year planning period and are compared to available supplies to:

- Estimate the amount of renewable supplies needed for each planning period;
- Identify years when excess groundwater pumping is anticipated so replenishment strategies can be developed;
- Estimate the City's long-term storage credit account balance for each year to identify timing for when additional recharge facilities are required;
- Estimate the impacts of drought on the City's supplies; and,
- Estimate the value of adding additional supplies to the portfolio.

A water supply and demand tracking tool is used in the 2021 IWMP-WRU for both normal and dry years providing a range of potential conditions the City may face in the future (Chapter 8).

These analyses demonstrate that the City will be able to sustain its replenishment requirements for the foreseeable future. In order to ensure the most cost-effective replenishment strategy, the City will need to continue acquiring new supplies. The City's ability to conserve water and control development intensity will directly impact the amount of renewable water resources the City requires to prevent excess groundwater pumping.

ES.6 Risks and Uncertainties

The 2021 IWMP-WRU identifies risks and uncertainties associated with planning assumptions, which are mitigated to the extent practical. These risks include:

- **Population Projections** – Population projections exceeding current estimates and/or land use or zoning regulation changes allowing higher density growth will impact the 2021 IWMP-WRU water demand projections.
- **Colorado River Uncertainty** – The 2019 DCP provides guidance and mitigation for Colorado River supply shortages through year 2025. Additional measures are needed to address long-term drought on the Colorado. The unknown severity of measures needed to mitigate drought in the future may impact the amount of CAP water available to the City.
- **Groundwater Physical Availability & Aquifer Dynamics** – The City's primary renewable water resources management strategy relies on underground storage and recovery, with the local aquifer providing both treatment and storage capacity for later use. Influences beyond the City's control include actions of adjacent water providers, continuing agricultural ground water pumping, and potential point and non-point source groundwater contamination, which could limit the City's ability to continue to use the aquifer in the future.
- **New Water Source Acquisition Costs** – Purchasing new water supplies is expensive. Competition for available supplies is fierce and "supply and demand" economics infer that new water source costs will continue to increase in the future.
- **Community Perspectives of Water Resources Risks** – The City's residents and businesses likely have concerns about water supply certainty given the media reports about the drought on the Colorado River, including questions about water conservation requirements and future growth. These concerns can be magnified because there are multiple water providers in the City.

- **Water Quality** – Degradation of groundwater quality due to arsenic or nitrates is possible due to the City's agricultural history. This could impact the City's water resources infrastructure triggering the need for new or additional water treatment facilities.

ES.7 Strategies to Mitigate Risks and Uncertainties

Strategies that are included in the 2021 IWMP-WRU to mitigate the above risks include:

- **Conservative Population & Demand Projections** – The baseline water demand projections assume conservatively high potential densities for each land use classification for the large amount of undeveloped land within the City's six SPAs. Where development is established, the projections appropriately reflect the current demands. For undeveloped areas, this conservative approach provides the City with the benefit of planning for the highest probable water resources impact scenario. These assumptions can be revisited in later IWMP updates and recalibrated based on development patterns.
- **Regional Participation and Collaboration** – Through its membership in the West Valley Water Association (WVWA), the City works closely with other west valley CAP sub-contractors facing similar challenges as Surprise with respect to potential shortages on the Colorado River. In addition, the City is participating with other CAP subcontractors and Colorado River water users from the three lower basin states in the "500+ Plan". The goal of the 500+ Plan is to conserve an additional 500,000 acre-feet per year in Lake Mead beyond the 2019 DCP reductions for 2022 and 2023, with the intent to continue through 2026 if needed.
- **Plans to Construct Storage Facilities in the Area of Hydrologic Impact** – The City has a goal to recharge as much water as possible within the area of hydrologic impact (AHI) of its recovery wells by selecting existing, and planning new recharge facilities that can meet this requirement. This assures that the water recovered by the City is hydrologically connected to the water that is recharged. This also provides a means to firm supplies for times of CAP supply shortages by accruing long-term storage credits in locations where they can be physically recovered.
- **New Supply Acquisition Prioritization** – The City proactively seeks opportunities to add water to the City's portfolio on a case-by-case basis.
- **Water Treatment Facility Maintenance and Operations** – The City makes certain its water supplies and treatment facilities are maintained and in good working order. The City conducts sanitary surveys of the water system on a regular basis and keeps abreast of water quality regulatory requirements making system adjustments when necessary.
- **Funding for Water Resources Infrastructure** – The City's capital improvement plan includes several projects associated with reclaimed water management and recharge. The need for these projects is justified through the 2021 IWMP-WRU (Chapter 7).

ES.8 2021 IWMP - Water Resources Update Outcomes

The primary outcomes of the 2021 IWMP-WRU include:

- **Water Portfolio Planning and Aquifer Management** – The City will continue the strategy of recharge and recovery within the AHI, to the extent possible. The City will continue to work with adjacent water providers (EPCOR, Maricopa Water District, El Mirage, etc.) to manage the aquifer with a focus on both physical availability and water quality.
- **Reclaimed Water Management** – Reclaimed water remains a critical and growing component of the City's water portfolio. The City is committed to managing reclaimed water in a manner that provides the highest and best use to both the City and its rate payers. Additional reclaimed water recharge infrastructure and expansions of the reclaimed water distribution system are needed over the next 5 to 10 years.
- **Potential Future Supplies** – The City will continue to pursue opportunities to add water to the portfolio and engage in regional water supply development/project partnerships that provide mutually beneficial solutions.

ES.9 Future IWMP - Water Resources Updates

The City's water resources acquisition policy specifies the City will update the water resource master plan every 5 years providing a guide for quantifying long-term needs for water resources. This planning process and the resulting IWMP documents provide support to the City for maintaining their Designation of Assured Water Supply.

If a significant change is made to the City's General Plan or if another event causes a significant deviation from the assumptions in the IWMP, a more frequent update may be appropriate.

RESOLUTION # 2022-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AND ADOPTING THE CITY OF SURPRISE 2022 INTEGRATED WATER MASTER PLAN

WHEREAS, in or about June 2004, the City of Surprise ("City") adopted the City of Surprise Integrated Water Master Plan ("IWMP") via Resolution #04-137;

WHEREAS, in or about November 2008, the City of Surprise ("City") prepared an update to the IWMP. The purpose of the IWMP was to provide continued long-term guidance for the orderly improvement and growth of the City's water supply portfolio and drinking water, wastewater, reclaimed water, and groundwater recharge infrastructure;

WHEREAS, the IWMP also serves as a guide for quantifying the City's long-term water resource needs, which will support the City in maintaining its 100-year Designation of Adequate Water Supply;

WHEREAS, the IWMP specifically addresses the following:

1. Update the City's water demand, wastewater flow and reclaimed water production forecasts based on updated population projections.
2. Provide long-term water resources deployment strategies to guide the City's water management decisions for the next fifteen (15) years.
3. Identify growth thresholds triggering the need for additional water supplies.
4. Support the City's goals to maintain service area aquifer levels by identifying renewable water supplies;

WHEREAS, in or about June 2015, the City's Water Resource Management Department ("WRM") retained Arcadis-Us, Inc., engineers to update the 2008 IWMP;

WHEREAS, in or about August, 2018, the City Council approved WRM's Water Acquisition Policy, which proposed to update the City's IWMP every five (5) years;

WHEREAS, in or about 2020, WRM retained Carollo engineers to prepare an update to the 2015 IWMP. The final draft of the update was time-consuming and ultimately delayed due in part to the ongoing pandemic;

WHEREAS, in or about December 2021, the City received Carollo's draft of the update to the 2015 IWMP;

WHEREAS, WRM has now reviewed and approved of the final edits and updates to the IWMP;

WHEREAS, the Final Report of the 2022 IWMP is in excess of 150 pages, and three (3) copies of which will be maintained in the City Clerk's office;

WHEREAS, an Executive Summary of the 2022 IWMP is attached hereto as Exhibit A.

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

Section 1. The Mayor and Council hereby approve and adopt the City of Surprise 2022 Integrated Water Master Plan.

Section 2. The City Clerk shall maintain three (3) copies of the 2022 Integrated Water Master Plan.

APPROVED AND ADOPTED this _____day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Resolution #2022-68
RFLS # 8349
06/22

Exhibit A:

City of Surprise 2022 Integrated Water Master Plan Update Executive Summary.

EXECUTIVE SUMMARY

ES.1 City of Surprise Integrated Water Master Plan

The City of Surprise (City) developed its first Integrated Water Master Plan (IWMP) in 2008. This document has two components: Water Resources and Water Infrastructure. The Water Resources document identifies service area demands, existing water supplies, and opportunities to expand the City's water portfolio. The Water Infrastructure document includes water, wastewater, and reclaimed water infrastructure planning, hydraulic modeling, and capital project definitions that support the IWMP water resources strategy.

In 2015, the City updated the IWMP Water Resources document, which identified additional water acquisition and reclaimed water management strategies. The demand projections and many of the planning assumptions for this effort were largely based on the 2008 IWMP.

ES.2 Project Purpose and Scope

The 2021 IWMP Water Resources Update (2021 IWMP-WRU) includes the City's water resources and reclaimed water master plans for the next three planning periods of the 15-year planning horizon; these are years 2025, 2030, 2035 and future buildout. The 2021 IWMP-WRU:

- Updates the City's water demand, wastewater flow, and reclaimed water production forecasts;
- Aligns planning assumptions from recently completed water resources studies and on-going related planning efforts including the City's application for a modification of its Designation of Assured Water Supply;
- Provides a long-term water resources deployment strategy to guide the City's water management decisions for the next 15 years;
- Identifies growth thresholds triggering the need for additional water supplies; and
- Supports the City's continued efforts to maintain service area aquifer levels by identifying renewable supplies and deployment strategies promoting aquifer sustainability.

ES.3 Water Resources Master Planning For the City of Surprise

The 2021 IWMP-WRU study area includes the City's municipal planning area (MPA), divided into six special planning areas (SPA): SPA 1 through SPA 6. The SPA boundaries correlate to sewer drainage basins used for existing and planned water reclamation facilities. SPA 1 is the most populated planning area, followed by SPA 2. The other SPAs are sparsely populated, however are likely to grow to some extent over the next 15 years.

Throughout the City's MPA, there are 13 water service providers including the City of Surprise. Within SPA 1, EPCOR Water and the City serve most customers while the City of El Mirage provides water service to the approximately one-square mile Surprise Original Townsite.

The City serves most of the customers in SPA 2 while the Saguaro View and Saguaro Acres water companies serve smaller numbers of customers. In the remaining SPAs, the City plans to serve most areas; however, there are other water service providers serving customers today, including the Beardsley Water Company, that may add connections in the future. The City is purchasing the Circle City Water Company, located in SPAs 4, 5, and 6. Once the acquisition and transfer of ownership is complete, the City will maintain the water production and distribution systems.

As growth continues in the northern systems, the City may have opportunities to acquire some or all of these private water companies. While the 2021 IWMP-WRU accounts for population growth and water demands for these private water company areas, it does not include water resources planning for them.

EPCOR is the largest private water company that serves customers in the City. EPCOR's 2018 Comprehensive Planning Study for the Agua Fria Water District includes both water infrastructure and water resources planning for the portions of the City's MPA that are served by EPCOR. This study is like the City's IWMP Water Resources and Water Infrastructure Plans and includes projections of growth and demand, as well as water supply, treatment, and distribution system evaluations. It also includes a phased capital improvement plan that identifies projects needed to serve growth areas.

The City and EPCOR have a collaborative working relationship with respect to water resources planning. While the growth and water planning efforts between the City and EPCOR are distinct, they are coordinated to make certain the planning assumptions used by both entities are aligned.

A full description of the City's water, wastewater, and water resources service areas are contained in Chapter 1.

ES.4 2021 IWMP - Water Resources Update Planning Drivers

The City is taking a proactive approach to water planning. Since the completion of the 2008 and 2015 IWMP efforts, much has changed for the City and the State of Arizona, including:

- **Growth projections** – the 2008 IWMP is built on growth assumptions largely established during the high growth period the City of Phoenix metropolitan area experienced in the early to mid-2000s and was published right before the Great Recession. Demographic changes are further reflected in both the 2010 and 2020 United States Census efforts with the Valley experiencing another period of relatively steady growth.
- **Colorado River and Long-term Drought** – Arizona is experiencing a 21+ year drought on the Colorado River system potentially impacting the City's continued ability to access its full allotment of the City's Central Arizona Project (CAP) water allocation. Mitigation efforts including the 2019 Drought Contingency Plan (DCP) attempt to stabilize CAP water supplies from year-to-year. More actions may be required to determine the impacts and potential mitigation measures the City can take to have continued reliable access to CAP water.
- **Reclaimed Water Management** – The City evaluated options for managing reclaimed water supplies to provide the greatest beneficial use to both the City's water portfolio and its customers in the 2015 IWMP. The current vision for managing reclaimed water is being realized through operating recharge and recovery facilities including vadose zone injection wells and surface spreading basins. The City is considering additional

technologies, including aquifer storage and recovery wells, to make certain the City's reclaimed water is fully used in a beneficial way (Chapter 7).

- **Establishment of Water Resources Policies** – The City continues establishing policies for water resources and reclaimed water management consistent with the City's vision and its commitment to providing wise water stewardship and aquifer sustainability (Chapter 2). These visions were developed with the 2015 IWMP.
- **Opportunities to Expand the City's Water Portfolio** – The City continues to look for opportunities to leverage its water resources while seeking additional supplies benefitting the City (Chapter 6).
- **A Revised Drought Preparedness Plan** – The City recently updated their Drought Preparedness Plan with measures the City can use to respond to water supply reductions. The addition of a "water conservation toolkit" will assist in additional end-use demand reductions during times of water supply shortages.

These drivers, as part of the overall planning framework of the 2021 IWMP-WRU, are factored into the water resources planning analyses and recommendations.

ES.5 Meeting Current, Committed and Projected Demands

The City maintains a Designation of Assured Water Supply (Designation), issued by the Arizona Department of Water Resources (ADWR) (Chapter 2). The City's Designation confirms that the City has demonstrated the following for its service area:

- Sufficient water supplies are physically, legally, and continuously available for a 100-year period;
- The financial capability exists to install the required facilities to deliver water;
- Water delivered to customers meets the Arizona Department of Environmental Quality (ADEQ) requirements;
- Use of water is consistent with the management goal of the Phoenix Active Management Area (AMA), which is to achieve safe yield of groundwater by year 2025; and
- Use of water is consistent with the water conservation requirements of the Phoenix AMA Management Plan.

The City's Designation must be updated before the current term expires. The City applies for a 10-year term while proactively approaching the modification of the Designation to make certain that all requirements are met and to adjust to changing conditions.

The parts of the City that are served by EPCOR are not included in the City's Designation. However, a 100-year water supply has also been demonstrated for these areas through ADWR's Certificate of Assured Water Supply Program obtained by individual developers at their own cost.

The City's water portfolio currently includes groundwater, CAP water, and reclaimed water (Chapter 3). All CAP water and a portion of the City's reclaimed water is managed using underground storage and recovery.

The 2021 IWMP-WRU includes a range of potential growth and water demand projections, with a conservative estimate of future water resources requirements selected as the basis of the supply and demand analysis to address potential uncertainties (Chapter 5).

The water demand projections cover a 100-year planning period and are compared to available supplies to:

- Estimate the amount of renewable supplies needed for each planning period;
- Identify years when excess groundwater pumping is anticipated so replenishment strategies can be developed;
- Estimate the City's long-term storage credit account balance for each year to identify timing for when additional recharge facilities are required;
- Estimate the impacts of drought on the City's supplies; and
- Estimate the value of adding additional supplies to the portfolio.

A water supply and demand tracking tool is used in the 2021 IWMP-WRU for both normal and dry years providing a range of potential conditions the City may face in the future (Chapter 8).

These analyses demonstrate that the City will be able to sustain its replenishment requirements for the foreseeable future. In order to ensure the most cost-effective replenishment strategy, the City will need to continue acquiring new supplies. The City's ability to conserve water and control development intensity will directly impact the amount of renewable water resources the City requires to prevent excess groundwater pumping.

ES.6 Risks and Uncertainties

The 2021 IWMP-WRU identifies risks and uncertainties associated with planning assumptions, which are mitigated to the extent practical. These risks include:

- **Population Projections** – Population projections exceeding current estimates and/or land use or zoning regulation changes allowing higher density growth will impact the 2021 IWMP-WRU water demand projections.
- **Colorado River Uncertainty** – The 2019 DCP provides guidance and mitigation for Colorado River supply shortages through year 2025. Additional measures are needed to address long-term drought on the Colorado. The unknown severity of measures needed to mitigate drought in the future may impact the amount of CAP water available to the City.
- **Groundwater Physical Availability & Aquifer Dynamics** – The City's primary renewable water resources management strategy relies on underground storage and recovery, with the local aquifer providing both treatment and storage capacity for later use. Influences beyond the City's control include actions of adjacent water providers, continuing agricultural ground water pumping, and potential point and non-point source groundwater contamination, which could limit the City's ability to continue to use the aquifer in the future.
- **New Water Source Acquisition Costs** – Purchasing new water supplies is expensive. Competition for available supplies is fierce and "supply and demand" economics infer that new water resources costs will continue to increase in the future.
- **Community Perspectives of Water Resources Risks** – The City's residents and businesses likely have concerns about water supply certainty given media reports about the drought on the Colorado River, including questions about water conservation requirements and future growth. These concerns can be magnified because there are multiple water providers in the City.
- **Water Quality** – Degrading groundwater quality due to arsenic or nitrates is possible due to the City's agricultural history. This could impact the City's water resources infrastructure triggering the need for new or additional water treatment facilities.

ES.7 Strategies to Mitigate Risks and Uncertainties

Strategies that are included in the 2021 IWMP-WRU to mitigate the above risks include:

- **Conservative Population Growth & Demand Projections** – The baseline water demand projections assume conservatively high potential densities for each land use classification for the large amount of undeveloped land within the City's six SPAs. Where development is established, the projections appropriately reflect the current demands. For undeveloped areas, this conservative approach provides the City with the benefit of planning for the highest probable water resources impact scenario. These assumptions can be revisited in later IWMP updates and recalibrated based on development patterns.
- **Regional Participation and Collaboration** – Through its membership in the West Valley Water Association (WVWA), the City works closely with other West Valley CAP sub-contractors facing similar challenges with respect to potential shortages on the Colorado River. In addition, the City is participating with other CAP subcontractors and Colorado River water users from the three lower basin states in the "500+ Plan". The goal is to conserve an additional 500,000 acre-feet per year in Lake Mead beyond the 2019 DCP reductions for years 2022 and 2023, with the intent to continue through year 2026 if needed.
- **Plans to Construct Storage Facilities in the Area of Hydrologic Impact** – The City has a goal to recharge as much water as possible within the area of hydrologic impact (AHI) of its recovery wells by selecting existing, and planning new recharge facilities that can meet this requirement. This assures that the water recovered by the City is hydrologically connected to the water that is recharged. This also provides a means to firm supplies for times of CAP supply shortages by accruing long-term storage credits in locations where they can be physically recovered.
- **New Supply Acquisition Prioritization** – The City proactively seeks opportunities to add water to the City's portfolio on a case-by-case basis.
- **Water Treatment Facility Maintenance and Operations** – The City makes certain its water supplies and treatment facilities are maintained and in good working order. The City conducts sanitary surveys of the water system on a regular basis and keeps abreast of water quality regulatory requirements, making system adjustments when necessary.
- **Funding for Water Resources Infrastructure** – The City's capital improvement plan includes several projects associated with reclaimed water management and recharge. The need for these projects is justified through the 2021 IWMP-WRU (Chapter 7).

ES.8 2021 IWMP - Water Resources Update Outcomes

The primary outcomes of the 2021 IWMP-WRU include:

- **Water Portfolio Planning and Aquifer Management** – The City will continue the strategy of recharge and recovery within the AHI, to the extent possible. The City will continue to work with adjacent water providers (EPCOR, Maricopa Water District, the City of El Mirage, etc.) to manage the aquifer with a focus on both physical availability and water quality.
- **Reclaimed Water Management** – Reclaimed water remains a critical and growing component of the City's water portfolio. The City is committed to managing reclaimed water in a manner that provides the highest and best use to both the City and its rate payers. Additional reclaimed water recharge infrastructure and expansions of the reclaimed water distribution system are needed over the next five to ten years.
- **Potential Future Supplies** – The City will continue to pursue opportunities to add water to the portfolio and engage in regional water supply development project partnerships that provide mutually beneficial solutions.

ES.9 Future IWMP - Water Resources Updates

The City's water resources acquisition policy specifies that the City will update the water resource master plan every 5 years providing a guide for quantifying long-term needs for water resources. This planning process and the resulting IWMP documents provide support to the City for maintaining their Designation of Assured Water Supply.

If a significant change is made to the City's General Plan or if another event causes a significant deviation from the assumptions in the IWMP, a more frequent update may be appropriate.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Kendra Pettis, DIR - SPORTS/TOURISM

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action to designate the City of Surprise Sports and Tourism Department as the designated official Destination Marketing Organization (DMO) for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT); Resolution #2022-53.

Motion:

I move to approve Resolution #2022-53.

Background:

The City of Surprise Sports and Tourism Department has worked with the Arizona Office of Tourism (AOT) since FY2018 to promote and market Surprise as a tourism destination. The department receives funding for tourism destination marketing through the Maricopa County Proposition 302 grant, facilitated by AOT since FY2002.

In July 2021, AOT notified DMO's that they now require the designated DMO to submit an AOT Designation of Destination Marketing Organization Affidavit and to take official action to authorize the designation of the DMO on an annual basis. The affidavit is required to participate in AOT programs, including but not limited to Proposition 302 funding for FY23.

Objective Analysis:

The objective of this resolution is to designate the Sports and Tourism Department as the DMO for FY23 through an official Council action to be in compliance with the Arizona Office of Tourism to receive the Proposition 302 funding.

Policy Compliant:

This item is compliant with City policy.

Financial Impact:

This item does not have a financial impact, however the designation allows the City to receive Proposition 302 funding for tourism destination promotion.

Budget Impact:

This item does not have a budget impact.

FTE Impact:

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

ATTACHMENTS:

1. 22.05.31 Res 2022-53 AOT Affidavit Resolution
2. Destination-Marketing-Organization-Affidavit_FY22-4

RESOLUTION # 2022-53

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE CITY OF SURPRISE SPORTS AND TOURISM DEPARTMENT AS THE DESIGNATED OFFICIAL DESTINATION MARKETING ORGANIZATION (DMO) FOR THE PURPOSE OF COORDINATING TOURISM PROMOTION WITH THE ARIZONA OFFICE OF TOURISM (AOT).

WHEREAS, the City of Surprise Sports and Tourism Department currently serves as the City's Destination Marketing Organization ("DMO") and has worked with the Arizona Office of Tourism ("AOT") since 2017 to promote and market the City of Surprise as a tourism destination;

WHEREAS, the AOT defines a DMO as a non-profit organization or governmental unit that is responsible for the tourism promotion and marketing of destination on a year-round basis;

WHEREAS, DMO's must be designated by a municipality, county or tribal entity and have a dedicated tourism marketing budget and a website or social media presence;

WHEREAS, as of July 2021, the AOT requires the designated DMO to submit the AOT Designation of Destination Marketing Organization Affidavit and to take official action to authorize the designation of the DMO;

WHEREAS, such designation of the DMO shall be effective until July 2023;

WHEREAS, the AOT requests the City to designate a DMO and representative authorized to undertake official actions related to Surprise tourism for the 2023 Fiscal Year (from July 1, 2022 through June 30, 2023); and

WHEREAS, becoming a designated DMO within the State of Arizona provides the City with benefits of exclusive partnership and grant opportunities with the AOT that serve to promote local tourism and businesses and generate local tax revenue.

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

Section 1. The City of Surprise Sports and Tourism Department is hereby designated as the City's official Destination Marketing Organization until the first day of July 2023.

Section 2. The City Manager or their designee is authorized to execute any documents and instruments, including the Affidavit and Cover Sheet attached as *Exhibit A* and *Exhibit B,* respectively, to effect the purpose of this Resolution.

APPROVED AND ADOPTED this _____day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

DRAFT

RESOLUTION # 2022-53
Exhibit A

Arizona Office of Tourism Designation of Destination Marketing Organization Affidavit

DRAFT

Exhibit B

Arizona Office of Tourism Designation of Destination Marketing Organization Affidavit Cover Sheet

DRAFT

ARIZONA
OFFICE OF TOURISM

Destination Marketing Organization Affidavit Cover Sheet

The _____ has been designated by the _____ as the official Destination Marketing Organization (DMO) for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT). AOT **does not** designate local DMOs across the state. The local designation decision lies with a **municipality, county, or tribal entity (the "Entity")**, and must conform to the following requirements:

1. AOT recognizes only one DMO per established community and requires that a DMO must be recognized by the Entity (municipal, county or tribal) leadership through official action, which also designates a representative who is authorized by the official action to execute the DMO Affidavit on behalf of the Entity.

2. The official action may be a resolution, ordinance, contract, or other official action by the Entity (municipality, county, or tribe), and the action must be effective until July 2022 (End of State Fiscal Year).

3. Renewal of DMO Affidavits will be required on an annual basis.

4. A DMO is defined as a not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis.

5. DMOs must have 1) a dedicated tourism marketing budget and 2) a website/microsite and/or social media presence.

ARIZONA
OFFICE OF TOURISM

DESIGNATION OF DESTINATION MARKETING ORGANIZATION AFFIDAVIT

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state as follows:

1. I am a duly authorized representative of _____ (the "Entity"), located at the physical address of _____, and I may be reached at the following telephone number: _____.

2. This affidavit attests that the following organization meets the Arizona Office of Tourism requirements and is designated as the DMO for the Entity: _____.

3. The above-listed organization has been designated as the Entity's DMO, by official action, to wit:
_____, on _____ day of _____, 20___.
(List official action, such as Resolution, Ordinance, Tribal Action, and/or Contract) and date of execution)

4. I am attesting that, per the listed official action, the Entity agrees that such DMO designation will be effective until July 2022.

I certify that, under the penalty of perjury of the law of the state of Arizona, that the above written statements herein are true and accurate to the best of my knowledge, and that I have authority granted by the Entity to sign this affidavit.

_____
(Signature)

_____
(Printed or typed name)

_____
(Title)

SUBSCRIBED AND SWORN to before me, the undersigned notary, this ____ day of _____, 20__, by a person demonstrated to me to be _____ based on
_____.

_____
Notary Public

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Randy Rody, POLICE COMMANDER

Submitting Department: Police

District: Citywide

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to an Intergovernmental Agreement between Arizona Department of Public Safety and the City of Surprise for law enforcement services at the State Farm Stadium; Resolution #2022-66.

Motion:

I move to approve Resolution #2022-66.

Background:

The Arizona Department of Public Safety (AZDPS) and the City of Surprise entered into an intergovernmental agreement in 2017 authorizing City of Surprise police officers to work off-duty for AZDPS at events occurring at the State Farm Stadium. The agreement may be renewed for additional successive one-year periods for up to five years upon the mutual consent of the parties. AZDPS and the City of Surprise Police Department desires to extend this agreement which will be effective immediately upon the approval of both parties' governing bodies and will remain in full force and effect until June 30, 2027.

Objective Analysis:

State law requires the City of Surprise to pay for workers' compensation claims filed by our officers while working pursuant to an IGA. However, this IGA has an indemnity provision by which AZDPS will reimburse the City of Surprise for those costs and provides for indemnification for the City of Surprise litigation concerning any events arising out of the agreement. Stadium Management Group (SMG) provides liability insurance; however, the City of Surprise would be required to reimburse them if our employee is negligent.

Policy Compliant:

This action is compliant with City and Council policy. The City regularly partners with other government entities when to do so is beneficial, as is this partnership.

Financial Impact:

While there is no direct financial impact as a result of entering into this IGA, City of Surprise police officers utilize city-funded uniforms and equipment while on off-duty assignments. State law requires the City of Surprise to pay for workers' compensation claims filed by our officers while working pursuant to an IGA. However, this IGA has an indemnity provision by which AZDPS will reimburse the City of Surprise for those costs and provides for indemnification for the City of Surprise for litigation concerning any events arising out of the agreement. SMG provides liability insurance; however, the City of Surprise would be required to reimburse them if our employee is negligent.

Budget Impact:

This item has no budget impact. Funding for officer uniforms and equipment is included as part of the Surprise Police Department's FY2023 General Fund operating budget.

FTE Impact:

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

ATTACHMENTS:

1. DPS - State Farm - Surprise IGA
2. Resolution 2022-66 DPS-COS - State Farm Stadium

INTERGOVERNMENTAL AGREEMENT
BETWEEN
ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND
CITY OF SURPRISE POLICE DEPARTMENT

This intergovernmental agreement (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the Arizona Department of Public Safety and the City of Surprise, collectively known herein as the "parties".

RECITALS

A. The State Farm Stadium in Glendale (the "Stadium") is governed by A.R.S. § 5-801 et al, and operates under the authority of the Arizona Sports and Tourism Authority, the owner of the Stadium; and

B. The Arizona Sports and Tourism Authority delegated its authority for the operation and maintenance of the Stadium to Stadium Management Group ("SMG"), both of whom has an interest in ensuring the safety and security of those attending events at the Stadium by ensuring proper traffic control and a visible law enforcement presence during certain scheduled events at the Stadium; and

C. SMG has the need for qualified personnel to provide law enforcement and other personnel services at the Stadium; and

D. The DPS has entered into an agreement with SMG pursuant to A.R.S. §41-1713(B)(3), to provide law enforcement services at the Stadium; and

E. The City of Surprise Police Department desires to assist DPS in providing law enforcement security services to SMG for the Stadium by making available City of Surprise Police Department officers in accordance with the terms set forth herein.

F. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purpose and Intent -** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to SMG by

maximizing cooperation, by integrating the City of Surprise Police Department and DPS assets, and by addressing issues including, command, control, personnel, planning and training.

2. Supervision and Staffing

2.1 City of Surprise Police Department acknowledges that command and control for all events worked for SMG pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of DPS.

2.2 In carrying out this responsibility, DPS will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 City of Surprise Police Department Agrees and understands that entities other than the State of Arizona and the DPS have input into the decisions regarding whether, and to what extent, law enforcement will provide service for Events; however, DPS will provide information regarding staffing decisions to City of Surprise Police Department as soon as it becomes available.

3. Assigned Personnel

3.1 City of Surprise Police Department shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with the State of Arizona.

b. The contract will outline the mutual responsibilities of the Assigned Officer and DPS and will specify that the Assigned Officers are "at will" temporary employees of DPS and that either party can terminate the contract, with or without cause at any time and without notice.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by DPS and the City of Surprise Police Department and the Assigned Officers may carry other equipment authorized by the City of Surprise Police Department.

3.3 When working an Event, DPS will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between DPS and the City of Surprise Police Department rules or regulations and all operational disputes will immediately be brought to the attention of the Director of DPS and will be fully and finally addressed and resolved by the DPS Director in accordance with his or her determination of the best practices under the circumstances. The Director may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of DPS for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of the City of Surprise Police Department and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the specified hourly rate determined by DPS based on current market conditions.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by DPS to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage for all Assigned Officers in such amounts and under the same terms and conditions as other sworn, full-time employees.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from DPS.

4.3 DPS shall make available to the City of Surprise Police Department information about the hours worked by Assigned Officers not later than seven days following each Event to enable the Surprise Police Department to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 Each party (as "indemnitor") agrees to indemnity, defend, and hold harmless the other party (as"indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as

"claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

6. Agreement

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by DPS in cooperation with the City of Surprise Police Department but, except as provided below, no unilateral media releases will be distributed by the City of Surprise Police Department without the prior approval of DPS.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to DPS prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of City of Surprise Police Department's Assigned Officer, City of Surprise Police Department will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST Certification

7.1 Relative to its Assigned Officers, City of Surprise Police Department agrees that it will be responsible to the Arizona Peace Officers Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.;* including but not limited to, City of Surprise Police Department's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 DPS and City of Surprise Police Department agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2027.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional one (1) year periods for up to (5) years upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement of understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision of application held to be invalid by a court of competent jurisdiction shall not affect any other provision of application of the Agreement which may remain in effect without the invalid provision of application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. City of Surprise Department may, at any time, terminate this Agreement by giving DPS not less than sixty (60) days prior written notice. DPS may at any time terminate this Agreement by giving City of Surprise Police Department not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties' command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this Agreement. In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for the convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the noncompliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Availability of Funds

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

12. Non-Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. Military Veteran status or any disability.

{*signatures appear on the following page*}

ARIZONA DEPARTMENT OF PUBLIC SAFETY

_____
Colonel Heston Silbert, Director

CITY OF SURPRISE POLICE DEPARTMENT

_____
Benny Piña, Police chief

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between DPS and City of Surprise Police Department and is in proper form and is within the powers and authority of the DPS granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
State of Arizona

_____
City of Surprise Police Department

RESOLUTION # 2022-66

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH THE DEPARTMENT OF PUBLIC SAFETY, AUTHORIZING SURPRISE POLICE OFFICERS TO WORK EVENTS AT THE STATE FARM STADIUM.

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

WHEREAS, the parties desire to enter into an amended intergovernmental agreement with the State of Arizona, Department of Public Safety, to authorize City of Surprise Police Officers to provide law enforcement services at the State Farm Stadium in Glendale, Arizona.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the State of Arizona, Department of Public Safety, attached as Exhibit A, is approved.

Section 2. The Chief of Police, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this _____day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND STATE OF ARIZONA,
DEPARTMENT OF PUBLIC SAFETY

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Trever Fleetham
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to the rezoning of approximately 199.21 acres from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3), generally located west of 155th Avenue and north of Jomax Road; Ordinance #2022-12.

Motion:
I move to approve Ordinance #2022-12.

Background:
The applicant, on behalf of the collective owners, requests a rezoning of approximately 199.21 acres from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3) to accommodate future single-family and multi-family residential developments, on property generally located west of 155th Avenue and north of Jomax Road.

Objective Analysis:
This rezoning will allow the applicant to develop single-family and multi-family residential developments on the subject property.

Policy Compliant:
The requested rezoning is consistent with the Surprise Land Development Ordinance and advances the goals and policies of the General Plan.

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

Budget Impact:
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-828 Nobella Rezone - Staff Report 062122 CC
2. 01 - FS21-828 Nobella Rezone - Vicinity Map
3. 02 - FS21-828 Nobella Rezone - Current Zoning Map
4. 03 - FS21-828 Nobella Rezone - Proposed Zoning Map
5. 04 - FS21-828 Nobella Rezone - Narrative Document
6. 05 - FS21-828 Nobella Rezone - Citizen Participation Report
7. 06 - FS21-828 Nobella Rezone - Affidavit of Site Posting
8. 07 - FS21-828 Nobella Rezone - Luke AFB Comments
9. 08 - FS21-828 Nobella Rezone - Ordinance
10. FS21-828 - Nobella Rezone - Presentation

SURPRISE
ARIZONA

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case:	**FS21-828**
Project Name:	Nobella Rezone
Council District:	1 – Acacia
Meeting Date:	**June 21, 2022**
Planner:	Trever Fleetham, AICP

Owner:	Multiple
Applicant:	Wendy Riddell with Berry Riddell, LLC
Request:	Zone Change from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3).
Site Location:	Generally west of 155th Avenue and north of Jomax Road.
Site Size:	199.21 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan.
Support/Opposition:	See attached Citizen Participation Report
Commission Recommendation:	As of the writing of this staff report, this item has not gone before the Planning & Zoning Commission. It is scheduled for the June 2, 2022 Planning & Zoning Commission meeting, after which the Commission's recommendation will be incorporated into the presentation for City Council.

Project Description:

The applicant, on behalf of the collective owners, requests a Zone Change of approximately 199.21 acres from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3) to accommodate future single-family and multi-family residential developments, on property generally located west of 155th Avenue and north of Jomax Road.

Background:

November 3, 1988: The subject properties were annexed into the City of Surprise under Ordinance 88-24.

September 2, 2021: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR21-453.

October 14, 2021: The applicant filed a related request for a Zone Change from RR to R-2 and R-3 under case FS21-828, the subject case.

May 4, 2022: The applicant held a neighborhood outreach meeting to discuss the project.

Neighborhood Meeting Summary:

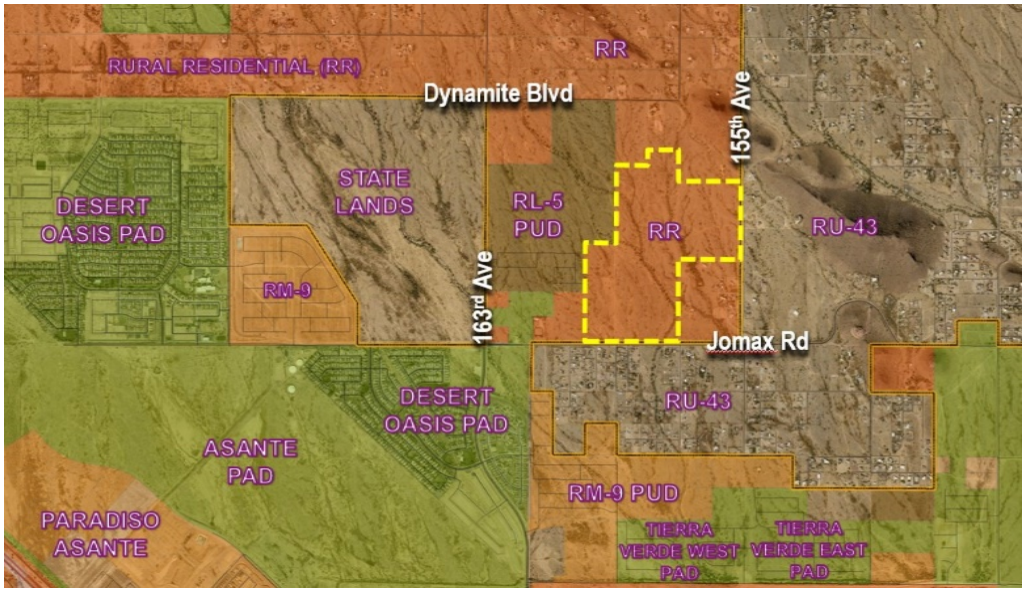
The applicant held a neighborhood outreach meeting on May 4, 2022 that was properly advertised per the requirements of the LDO. The meeting took place in-person and was available virtually via Zoom. During this meeting, residents from the vicinity expressed their concerns regarding traffic, density, drainage, impact on nearby rural areas, infrastructure, and more. See the attached Citizen Participation Report for a detailed summary of the meeting.

Analysis and Discussion:

The subject properties, which encompass nearly 200 gross acres, are currently zoned Rural Residential (RR). The applicant requests to rezone approximately 143.64 acres to Residential Medium Density (R-2) and approximately 55.57 acres to Residential High Density (R-3) to accommodate a combination of single-family and multi-family developments.

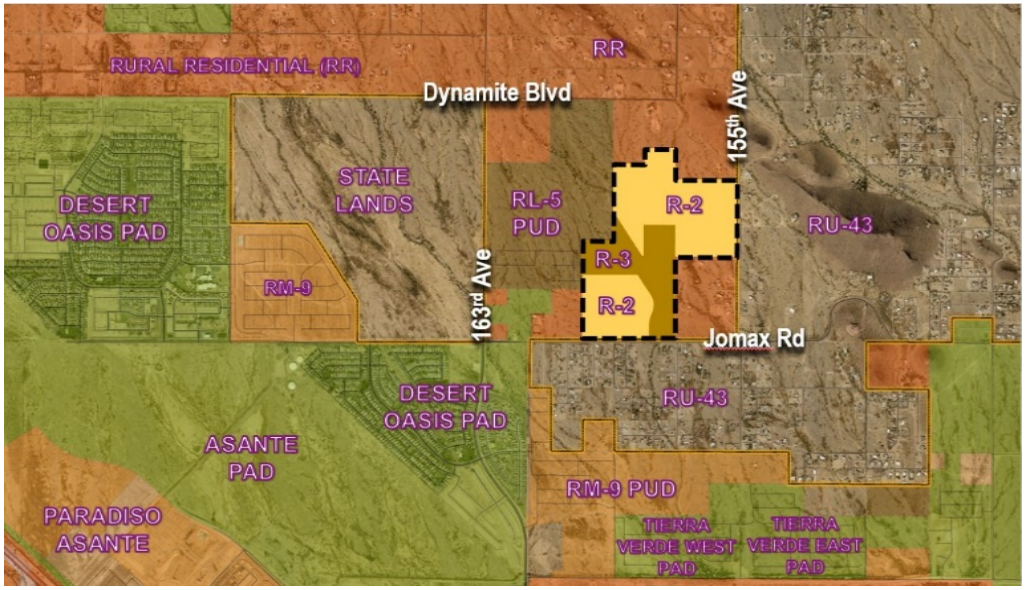
The existing and proposed zonings are shown below.

Existing Zoning



RL-5 PUD	RR	RR
RL-5 PUD	**RR**	Maricopa County (RU-43)
Maricopa County (RU-43)	Maricopa County (RU-43)	RR

Proposed Zoning



Development Plan:

The applicant's intent is to develop the property with a diversity of housing products to include traditional single-family, single-family for rent, and build for rent product types. The current conceptual plan identifies traditional single-family detached homes with lot widths ranging from 48-60 foot-wide lots. The single-family for rent and build for rent products are proposed to be two-story, some with third-story elements.

Development Standards:

The proposed residential projects will be developed per the development standards for the R-2 and R-3 zoning districts within the Surprise Land Development Ordinance (LDO) and Planning & Engineering Design Standards (PEDS).

The following table depicts the R-2 Development Standards per Lot Category as depicted in the LDO.

Table 106-2d - Residential Medium Density (R-2) Zoning district				
Lot Categories	A [4]	B [4]	C	D
General Plan Compatibility	Urban	Suburban	Suburban	Suburban
Lot Area (sf)	3,500-4,949	4,950-7,999	8,000-11,999	≥12,000
Min Lot Width (sf)	40	45	70	80
Min. Front setback [1] (ft)	10	12	12	15
Max. Front setback (ft)	25	25	25	30
Min. Rear setback [1] (ft)	10	15	20	20
Min. Side setback [1] (ft)	5 & 7 [2]	5 & 8 [2]	5 & 10	10
Min. Street side setback [1] (ft)	10	10	10	10
Max. Bldg. Height (ft)	35	35	35	35
Open space (% of gross acres of residential development) [3]	25%	20%	20%	20%

Notes:

1. *Garage* face and embellishments shall be *setback* a minimum of twenty feet (20') measured from any opposing property line, except rear *alley* loaded *garages*, which shall be *setback* nine feet (9') from *alley* edge line.
2. May be reduced to 0' *setback* for *Single-family dwellings* as *attached building* and separated by a *common wall* along the property line. End units must maintain the larger *setback*
3. The City requires *open space* on a subdivision or development site basis rather than on a *lot*-by-*lot* basis. Subdivisions with more than one lot category will provide the higher percentage of open space.
4. Residential projects shall contain no more than fifty percent (50%) of lots less than forty-eight feet (48') wide as calculated across whole subdivisions or preliminary plat and will include mitigating designs outline in Chapter 108 of this ordinance.

At the time of this report, the applicant proposes approximately 479 dwelling units within the R-2 portion of the project. The total number of units and lot sizes will be determined during the preliminary plat process. At the time of Preliminary Plat, the project will be reviewed against the requirements of the LDO and the Planning and Engineering Design Standards (PEDS). This project shall provide a minimum of 20% open space area and meet the amenity requirements as listed in the PEDS.

The following table depicts the R-3 Development Standards per Density as depicted in the Land Development Ordinance (LDO).

Table 106-2e - Residential High Density (R-3) Zoning district			
Net Density (du/ac)	8-11.9	12-14.9	15+
Min. Setback to Arterial ROW (ft)[2]	20	20	20
Min. Setback to Collector and Local ROW (ft)[2]	15	15	15
Min. Setback Adjacent to Residential Zoning (ft)	10	15	20
Min. Setback Adjacent to Non-Residential Zoning (ft)	20	20	20
Max. Bldg. Height[1] (ft)	45	50	60
Open space (sf/du)	150	150	150

Notes:

1. The *height* of any *structure*, or portions thereof, shall not exceed thirty feet (30') in *height* measured at the *setback* line when *adjacent* to *Single-family*, *Two-family*, *Three-family development parcels*. The *height* of the *accessory structure* may increase at a ratio of one foot vertical for every one foot horizontal (1':1') as measured relative to the property line to a maximum *height* equal to the *zoning*
2. *Setback* may be reduced to 10' along Collector or Local *right-of-way* for units that open to the *street* and exclude a perimeter wall

The applicant proposes approximately 418 dwelling units within the R-3 portion of the project. At the time of this report, the applicant has not established the total number of units, this will be determined at the time of Site Plan review. At the time of Site Plan review, the project will be reviewed against the requirements of the LDO and the Planning and Engineering Design Standards (PEDS).

Density

The narrative and conceptual plans submitted by the applicant as part of this rezoning request propose a range of densities throughout the development. Within the areas requested to be zoned Residential Medium Density (R-2), the conceptual plans include parcels proposed to be medium/low density (MLD) at a rate of 3-4 DU/Ac, and medium density (MD) at a rate of 4-5 DU/Ac. The Residential High Density (R-3) areas are proposed to include densities of up to 14 DU/Ac. The combined overall gross density of the proposed project is 4.5 DU/Ac.

Open Space & Amenities

The subject site is traversed by a large wash which is proposed to be incorporated into a large linear park amenity for the development. This centralized greenbelt is proposed to include various opportunities for outdoor recreation and community gathering. Trails, gardens, sports courts, dog parks, play structures and more are anticipated to be incorporated into this central open space. An overall trail system is planned to provide linkages from the residential areas to this space, as well as additional pocket parks and open spaces dispersed throughout the development. A total of nearly 20 acres of open space is conceptualized at this time.

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Schools:	Dysart Unified School District

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At this time, the applicant is proposing a mixture of single-family residential developments ranging from 3.5-4.5 DU/Ac, and multi-family residential developments with densities no greater than 14 DU/Ac, and an overall gross density of 4.5 DU/Ac. The applicant has located the multi-family parcels near the center of the development, and provided open space areas, to meet the transition requirements of the General Plan. As such, the proposed Zone Change demonstrates consistency with this land use category.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Arizona Department of Transportation, Maricopa Water District, Maricopa County Department of Transportation (MCDOT) and Luke AFB were included in the routing of this request. These agencies indicated no objections to the request.

The applicant, City of Surprise and MCDOT are still working collectively to find roadway solutions for Jomax Road, 159th Avenue, and 155th Avenue. As stipulated below, these details must be finalized prior to preliminary plat approval.

Summary:

The proposed Zone Change from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3) is consistent with the Surprise General Plan 2035 and will be developed under the provisions of the LDO.

Findings:

- The proposed Zone Change is consistent with the Surprise General Plan 2035.

Commission Recommendation:

As of the writing of this staff report, this item has not gone before the Planning & Zoning Commission. It is scheduled for the June 2, 2022 Planning & Zoning Commission meeting, after which the Commission's recommendation will be incorporated into the presentation for City Council.

Possible Motions:

1. Move to approve the Rezone subject to stipulations 'a' through 'h' as outlined below:

    a. Development and use of the site shall be consistent with the rezone narrative entitled "Rezoning Narrative Nobella", prepared by Berry Riddell LLC dated April 18, 2022.

    b. Volume 2 of the City-coordinated SPA 2 North Water Master Plan will need to be complete prior to the approval of any preliminary plats. The results of this master plan will inform the water requirements of the Nobella project and any necessary modifications to the project master plan.

    c. The recommendations and requirements within the SPA 2 North Water Master Plan will need to be documented within a development agreement specific to the property. The development agreement will need to precede or accompany the preliminary plat on the City Council agenda.

    d. Applicant must submit proof of payment for sewer treatment capacity with final plat submittals.

    e. Applicant shall pay to the City with its application for approval of a final subdivision plat within the Project the applicable Interceptor Buy-In Fee required by the SPA 2 Sewer Interceptor Agreement (MCR 20090350621). The applicable fee shall be calculated by the City at the time application for final plat approval is made and payment of the fee shall be a condition for approval and recordation of the plat.

f. As a condition of Preliminary Plat approval, the master developer will be responsible for finalizing the details of the required right-of-way and roadway infrastructure improvements needed for Jomax Road, 159th Avenue, and 155th Avenue. These details must include right-of-way widths, and roadway classifications, and must be agreeable to both the City of Surprise and the Maricopa County Department of Transportation (MCDOT). The master developer will also work with the City and Maricopa County to complete any annexations necessary for dedication and construction of these roadways and related infrastructure.

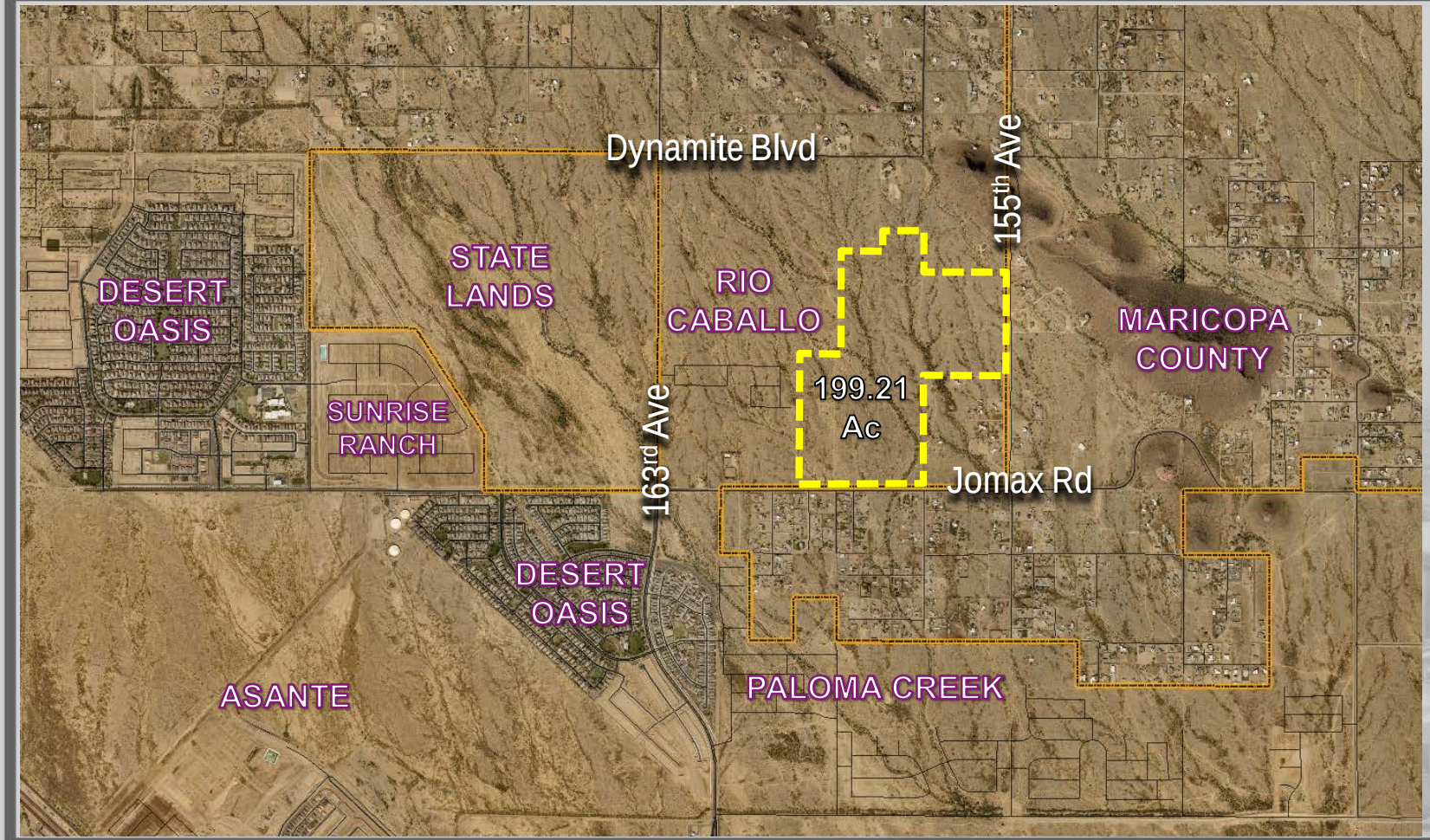
g. The subject rezoning is conditioned upon and will not become effective until a final plat has been approved by the City Council and recorded that creates parcel boundaries that match the zoning boundaries created by the rezoning.

h. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

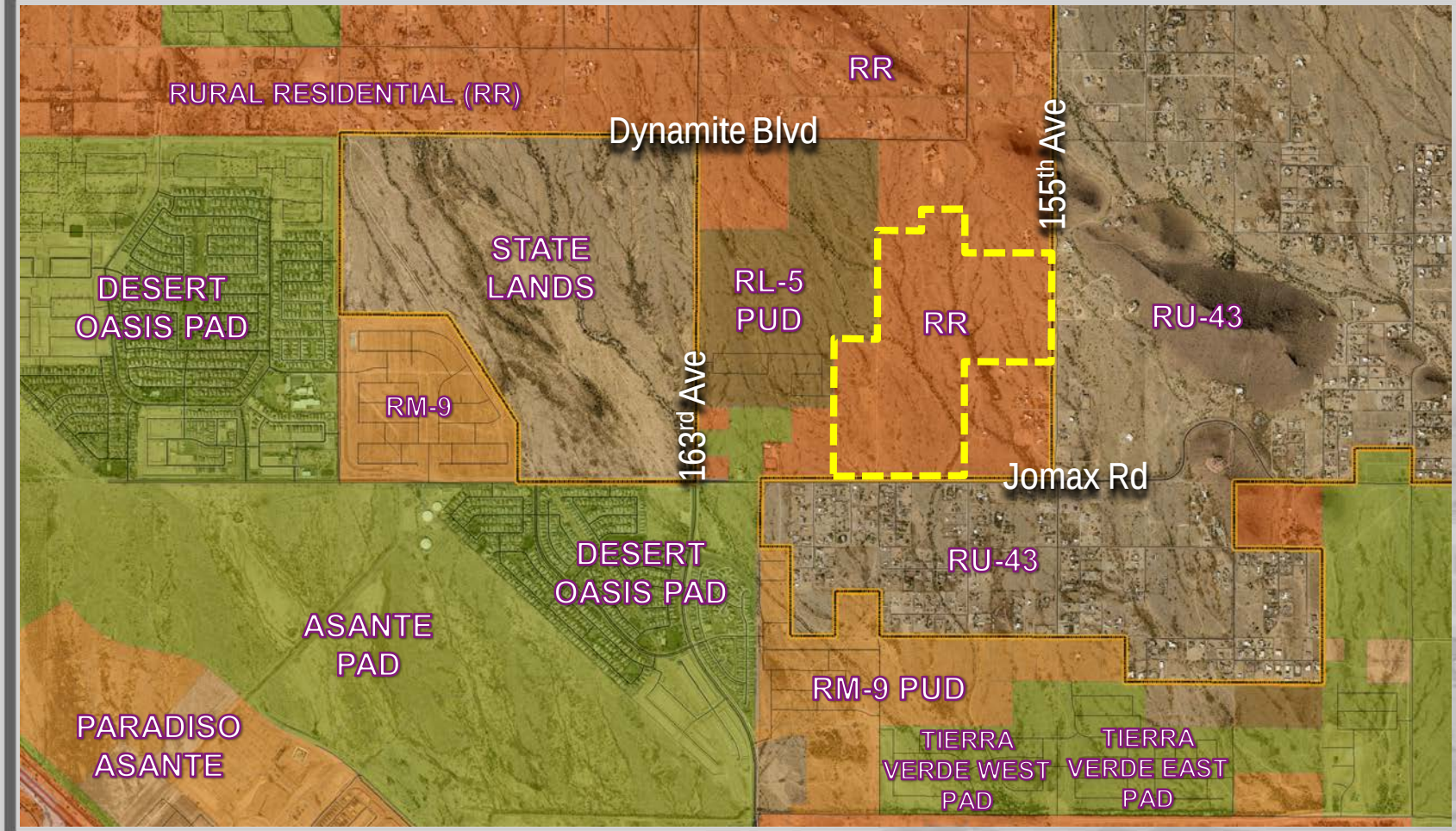
2. Move to deny the subject Rezone.

Attachments:

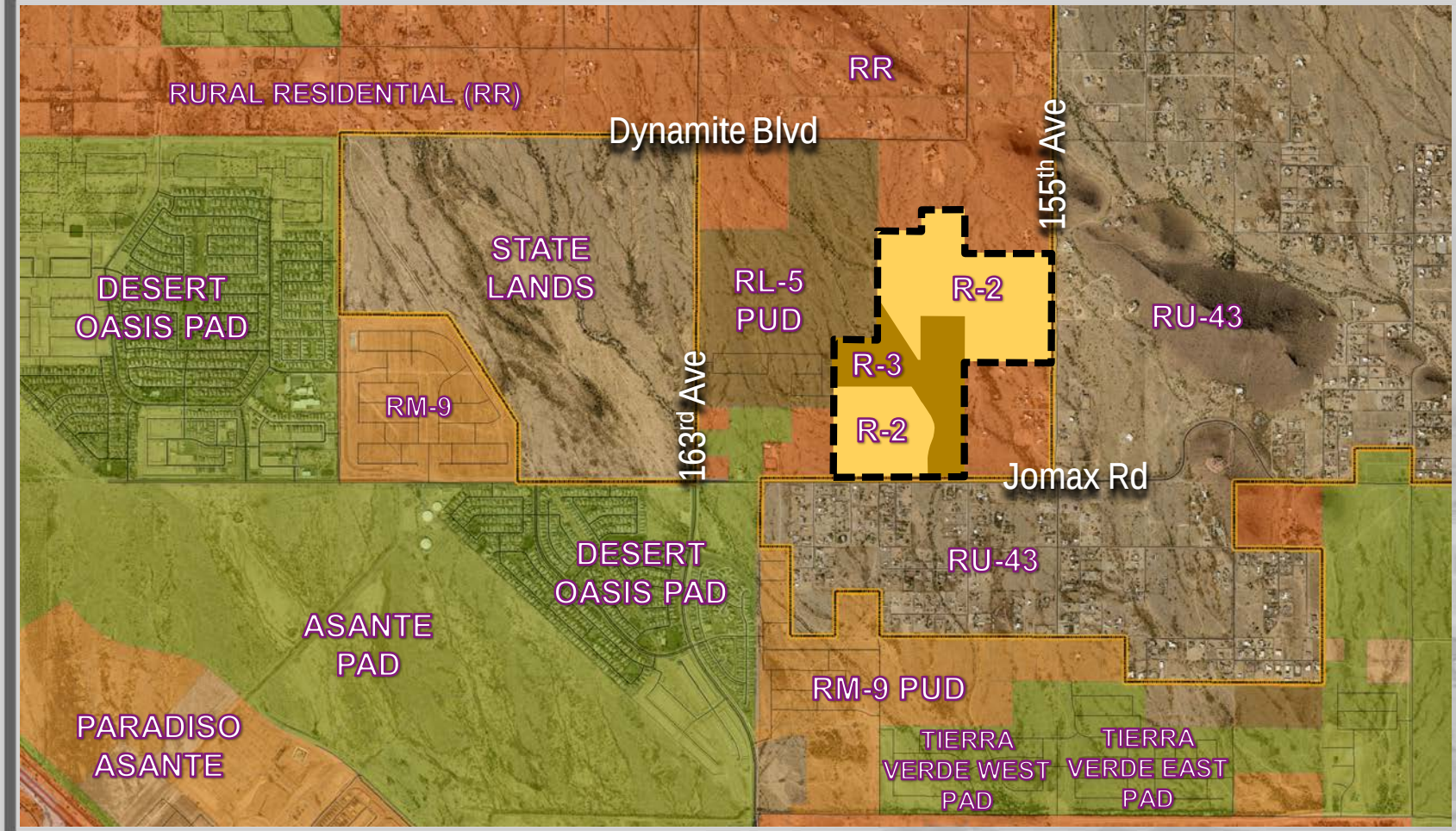
01 Vicinity Map
02 Current Zoning Map
03 Proposed Zoning Map
04 Narrative Document
05 Citizen Participation Report
06 Affidavit of Posting
07 Luke AFB Comments
08 Ordinance
PPT



VICINITY MAP



EXISTING ZONING MAP



PROPOSED ZONING MAP

Rezoning Narrative

Nobella

Approx. 2,000 Feet East of the NEC of 163rd Avenue and Jomax Road

FS21-828

Submitted: October 1, 2021
2nd Submittal: February 23, 2022
3rd Submittal: April 18, 2022

Prepared for:
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Phoenix, Arizona 85016

DEVELOPMENT TEAM

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TABLE OF CONTENTS

A. Request **4**

B. Consistency with General Plan **5**

C. Development Plan **5**

D. Open Space Plan **5**

E. Infrastructure **6**

F. Conclusion **7**

EXHIBITS

Gross Legal Description ..... **A**

Context Map ..... **B**

Existing Zoning Map ..... **C**

Proposed Zoning Map ..... **D**

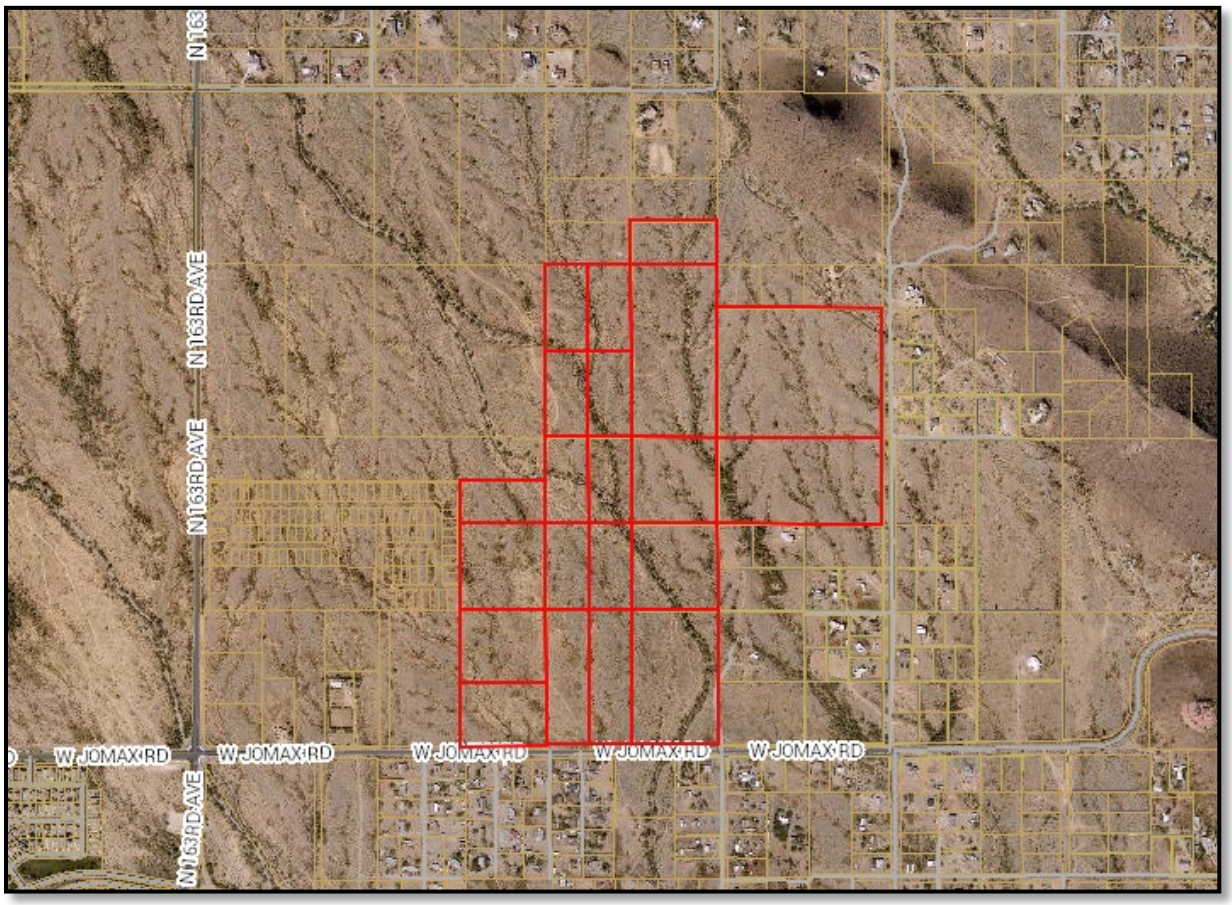
General Plan Land Use Map ..... **E**

Conceptual Land Use Plan ..... **F**

REQUEST

The purpose of this request is to seek a rezoning from RR (Rural Residential) to R-2 (Residential Medium Density) and R-3 (Residential High Density) for an approximate +/- 199.21-gross-acre site located approximately one-quarter mile east of the northeast corner of 163rd Avenue and Jomax Road (the "Site") in the City of Surprise. As shown in the aerial below, the Site currently is undeveloped desert land.

Context Aerial



The Site is bounded on the west by the +/- 187-acre Rio Caballo PAD which requested approximately 700 lots. To the north, across Dynamite Road, are large-lot residential homes. To the east, adjacent to the Site and across 155th Avenue, are large lot residential homes in Surprise and Maricopa County's jurisdictions. To the south, across Jomax Road, are large lot residential homes in Maricopa County's jurisdiction.

CONSISTENCY WITH GENERAL PLAN

As proposed, Nobella complies with the City of Surprise 2035 General Plan land use Character Area of Neighborhood. The Neighborhood Land Use Character Area supports a range of residential development including rural, suburban, and urban development types. The Suburban Neighborhoods Development Type allows for a diverse variety of housing options with densities ranging from 2-8 du/ac for varying income levels. The overall density for the proposal is approximately 4.48 du/ac and is compatible with the Suburban Neighborhoods Development Type.

The General Plan's Anticipated Growth Map shows where growth is likely and encouraged to occur within the City. The Site is located within the 163rd Corridor Growth Area. The 163rd Avenue Corridor Growth Area is designated as a growth area that should include a full range of housing opportunities. Note that a which encourages diverse housing types.

DEVELOPMENT PLAN

The intent is to develop a unique community that provides a diversity of housing products including traditional single-family, single-family for rent, and build for rent product types. As shown on the Conceptual Land Use Plan, the Site has been divided into several land use parcels that depict the proposed zoning and density for each parcel. The overall density for the Site has been calculated at approximately 4.48 du/ac.

The traditional single-family detached homes will have minimum 48-foot-wide lots, with larger, 50- to 60-foot-wide lots envisioned as well. The proposed single-family for rent and build for rent products are proposed to be two-story, some with third-story elements.

Access into the Site is from the proposed 159th Avenue alignment extending south from Dynamite Road to Jomax Road. The proposed east-west street, Pinnacle Vista Drive, will meander through the Site providing access to 155th Avenue traveling south to Jomax Road. Given that the 155th Avenue alignment dead-ends to the north, the intent is not to annex or dedicate the northern portion of the alignment that is not adjacent to the Site. While there is no intent to annex or dedicate, an all-weather surface will be provided for the northern portion of the 155th Avenue alignment that is not adjacent to the Site.

OPEN SPACE

Much thought and care has gone into the open space design for the Site to ensure residents have a rich and fulfilling lifestyle at Nobella. Both natural and usable open space will be provided. The landscape within the community will be easily recognized through its use of dedicated tree types both in neighborhoods and streets. The unique landscape

patterning in Nobella will have an immediately understandable vibe and feeling upon entering Additionally, the site is traversed by a large wash and a unique pedestrian greenbelt. The greenbelt seamlessly blends drainage into a large linear park amenity for the residents. Opportunities anticipated include a unique overlook, extensive looped walking/running trail, butterfly gardens, ecological water harvesting learning, shade structures, sport courts, rolling hill with a unique slide, multifunctional lawn, dog park, lighting, and health-oriented play structures. Linked to the greenbelt will be a community wide soft trail system and several of the parcels include passive pocket parks. All these elements will enhance the community and create an identity and dedication to a healthy lifestyle.

INFRASTRUCTURE

Water

The City of Surprise is the service provider and owns and operates the public water distribution system. In order to adequately serve the public welfare, it is necessary to provide two independent connection points to the subject property. As such, the primary connection will be to an existing 16-inch water line on Jomax Road and a secondary connection via a proposed 12-inch water line connection in Pinnacle Vista Drive. A 12-inch waterline is proposed to connect into the existing 16-inch water line in Jomax as the project is located on the eastern boundary of the City's service area.

This project is located in the Special Planning Area (SPA) 2 and included in the *Integrated Water Master Plan Water Resources Update, dated June 2015*. Water for the site will be supplied by the Desert Oasis Water Supply Facility (WSF) located on Jomax Road, west of Desert Oasis Boulevard. WSF will be provided water via an offsite well that is currently being coordinated with the City of surprise.

Wastewater

The project is located within Service Area 7 of the SPA 2 with the SPA 2 Wastewater Treatment Plant (WWTP) ultimately serving the wastewater flows from the project. The City of Surprise is the service provider and owns and operates the WWTP facility located in the southwest corner of the intersection between the Pinnacle Peak Road and 155th Avenue Alignment.

The project ultimately sewers east in Jomax Road and south in the 155th Avenue alignment to the WWTP south of the site. The offsite sewer is proposed to be a 10-inch sewer line that connects to an existing stubbed 12-inch sewer line approximately 4,300 feet south of

Jomax Road.

Grading & Drainage

The project drainage concept proposes to convey onsite runoff through residential streets to surface storage basins that provide storage volume for the 100-year, 2-hour design storm, pursuant to the *City of Surprise Engineering Development Standards, dated August 2016* (EDS), Section 5.9. Storage basins will discharge via bleed lines to adjacent washes. In the event of a storm in excess of the design storm, the site will be designed to allow excess flows to be safely conveyed through to ultimate historic outfalls. The proposed project will demonstrate compliance with the EDS and the *Drainage Design Manual for Maricopa County, Volumes I and II* (DDM).

Offsite flow approaches the site from the north and west boundaries. The flows are then routed through the site, in maintained existing channels or proposed channels, and then discharged at historic discharge locations. There are three Federal Emergency Management Agency (FEMA) mapped washes with floodplains and floodways, the west wash, the central wash and the east wash. A Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) for the west wash will be submitted to Maricopa County Flood Control District (MCFCD) and FEMA for approval. The central and east washes will not be disturbed.

Right-Of-Way Improvements

Street roadway cross sections shall conform to the EDS standard street sections. There are four infrastructure roadways that are proposed to be developed as a part of the project, Jomax Road, Pinnacle Vista Drive, 155th Avenue, and 159th Avenue. The development team will continue to work with the City of Surprise and the Maricopa County Department of Transportation (MCDOT), to complete the necessary dedications and construction of roadways and related infrastructure.

CONCLUSION

This request is to rezone an approximate 199.21-gross-acre Site from RR (Rural Residential) to R-2 (Residential Medium Density) and R-3 (Residential High Density). As identified throughout this narrative, the proposal meets the required findings outlined in City of Surprise Zoning Ordinance. This development will bring a number of positive benefits to the community including synergy with surrounding developments, the addition of quality residences to the housing stock, and an increase in property values.

EXHIBIT A

Gross Legal Description

A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS NORTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, A DISTANCE OF 2,691.57 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, NORTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, A DISTANCE OF 659.86 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 07 MINUTES 06 SECONDS EAST, A DISTANCE OF 76.00 FEET TO A POINT ON A LINE 76.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEGREES 58 MINUTES 11 SECONDS EAST, A DISTANCE OF 659.75 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, ALSO BEING THE BEGINNING OF A LINE 76.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE ALONG SAID PARALLEL LINE, NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 377.55 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 468.75 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 30 MINUTES 34 SECONDS, A DISTANCE OF 135.07 FEET;

THENCE NORTH 73 DEGREES 29 MINUTES 05 SECONDS EAST, A DISTANCE OF 217.98 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 531.25 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 42 MINUTES 06 SECONDS A DISTANCE OF 34.32 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 36 DEGREES 24 MINUTES 29 SECONDS EAST, A DISTANCE OF 29.79 FEET;

THENCE NORTH 83 DEGREES 39 MINUTES 44 SECONDS EAST, A DISTANCE OF 80.05 FEET;

THENCE SOUTH 48 DEGREES 07 MINUTES 04 SECONDS EAST, A DISTANCE OF 29.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, WITH A CHORD BEARING OF SOUTH 75 DEGREES 51 MINUTES 50 SECONDS EAST, A CHORD DISTANCE OF 257.03 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 531.25 FEET, THROUGH A CENTRAL ANGLE OF 27 DEGREES 59 MINUTES 54 SECONDS, A DISTANCE OF 259.60 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 61 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 68.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, WITH A CHORD

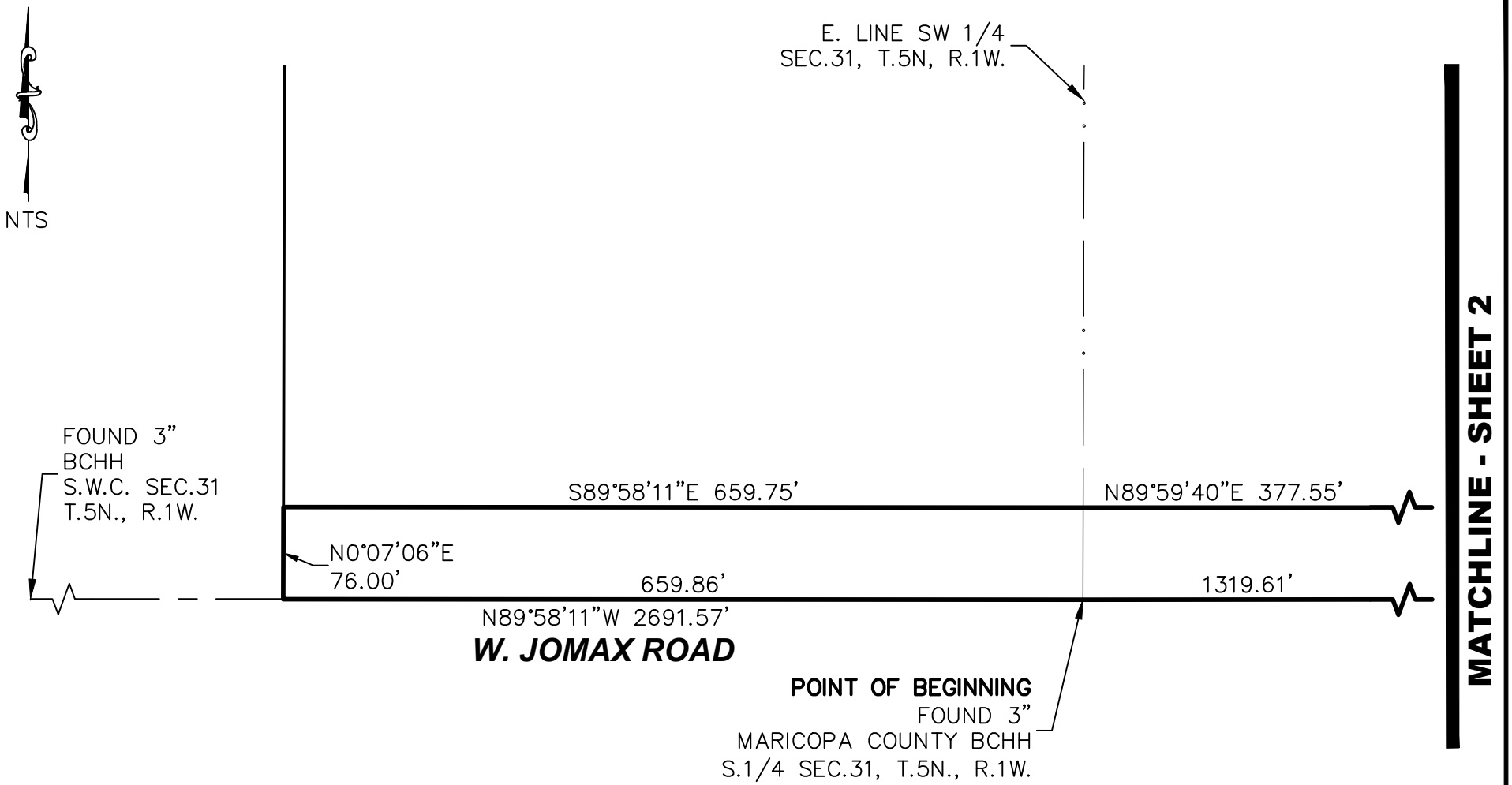
BEARING OF SOUTH 71 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 145.63 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 468.50 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 52 MINUTES 55 SECONDS, A DISTANCE OF 146.22 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 37.03 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,319.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 197,711 SQUARE FEET OR 4.539 ACRES, MORE OR LESS.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41894
ERIC L.
SOSTROM
4/18/22
Date Signed
ARIZONA U.S.A.

RICK
ENGINEERING COMPANY
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

JOMAX ZONING

HAWK'S ASSEMBLAGE

SURPRISE, ARIZONA

DRAWING:	5951_JOMAX ZONING.DWG				
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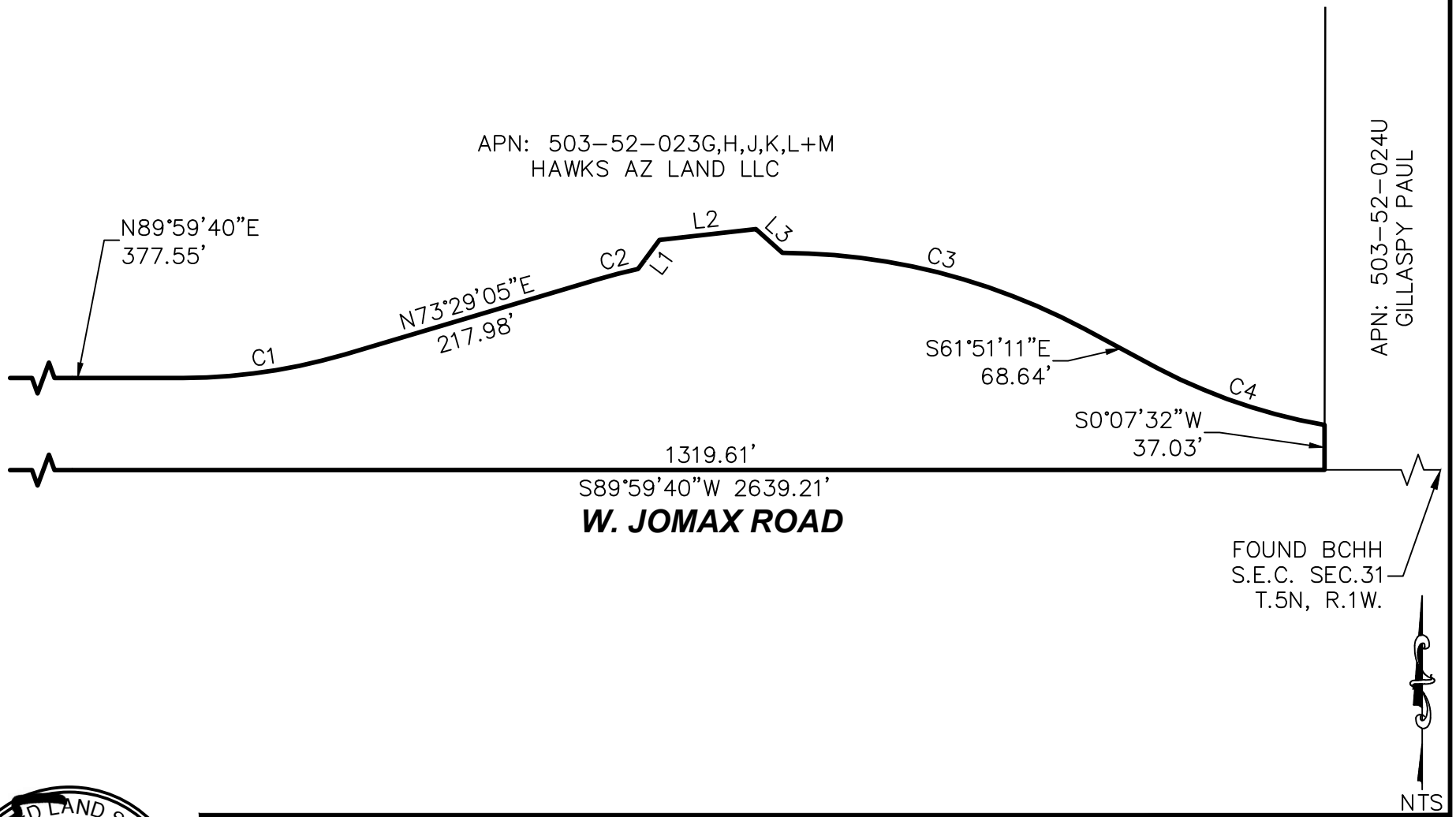
DRAFTER:	TLH	CHK:	ELS	DATE:	4/18/22



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JOMAX ZONING

HAWK'S ASSEMBLAGE

SURPRISE, ARIZONA

DRAWING:	5951_JOMAX ZONING.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	2 OF 3
DRAFTER:	TLH	CHK:	ELS	DATE:	4/18/22

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N36°24'29"E	29.79'
L2	N83°39'44"E	80.05'
L3	S48°07'04"E	29.34'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	16°30'34"	468.75'	135.07'	N81°44'22"E 134.60'
C2	3°42'06"	531.25'	34.32'	N75°20'08"E 34.32'
C3	27°59'54"	531.25'	259.60'	S75°51'50"E 257.03'
C4	17°52'55"	468.50'	146.22'	S71°11'44"E 145.63'

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41894
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JOMAX ZONING

HAWK'S ASSEMBLAGE

SURPRISE, ARIZONA

DRAWING:	5951_JOMAX ZONING.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	3 OF 3
DRAFTER:	TLH	CHK:	ELS	DATE:	4/18/22

LEGAL DESCRIPTION
NORTH ZONING R2
HAWK'S ASSEMBLAGE
SURPRISE, ARIZONA

April 18, 2022
Job No. P5951

A PORTION OF THE EAST HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 31 BEARS SOUTH 89 DEGREES 59 MINUTES 40 SECONDS, A DISTANCE OF 2,639.21 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,725.44 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST, A DISTANCE OF 1,319.85 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 32 SECONDS EAST, A DISTANCE OF 660.10 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS WEST, A DISTANCE OF 659.97 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 19 SECONDS WEST, A DISTANCE OF 660.15 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 28.54 FEET;

THENCE NORTH 33 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 1,011.54 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 55 SECONDS WEST, A DISTANCE OF 77.27 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 05 SECONDS EAST, A DISTANCE OF 1,137.60 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST, A DISTANCE OF 660.42 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 330.14 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 00 SECONDS EAST, A DISTANCE OF 660.53 FEET;

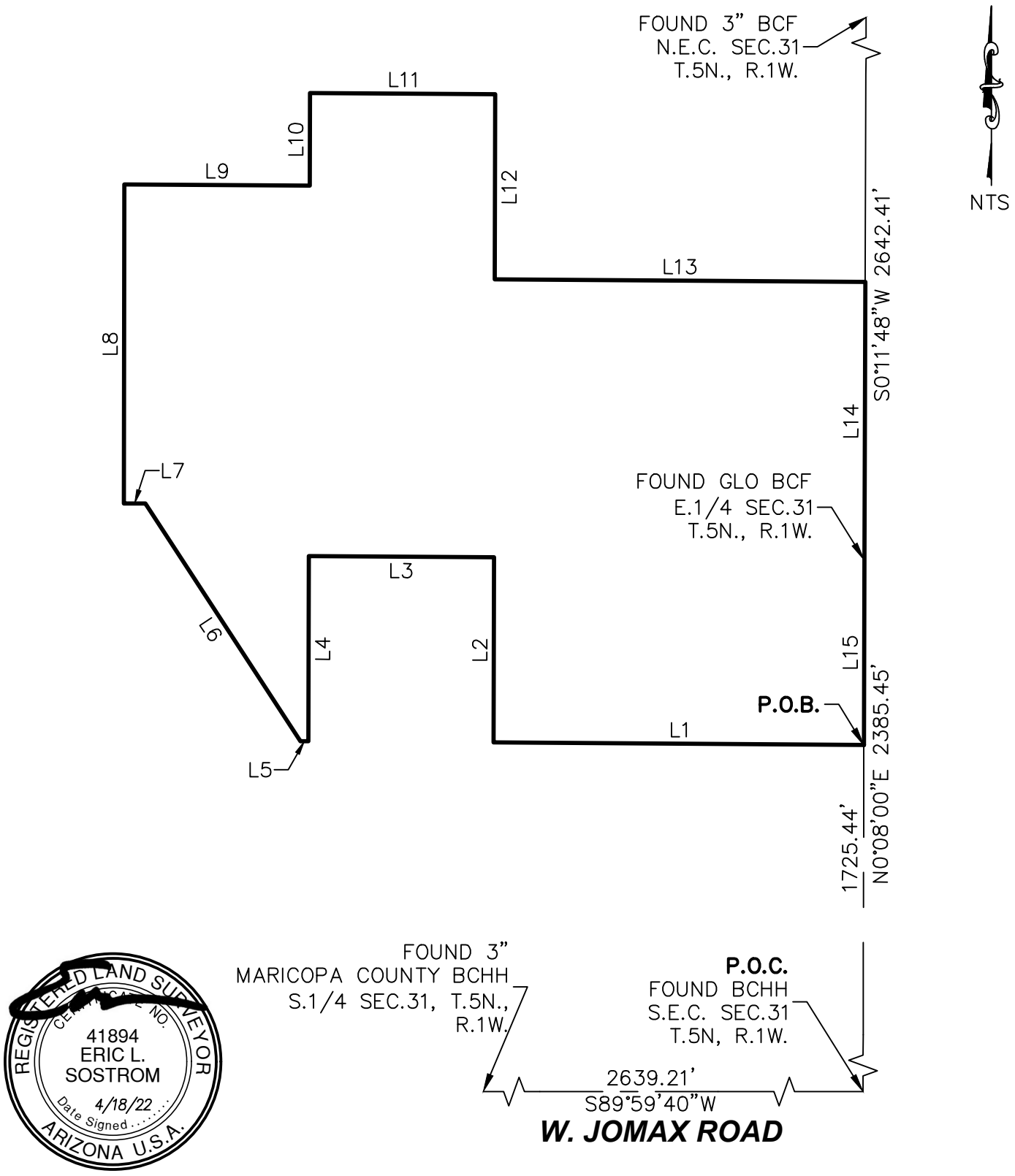
THENCE SOUTH 00 DEGREES 09 MINUTES 27 SECONDS WEST, A DISTANCE OF 660.39 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 26 SECONDS EAST, A DISTANCE OF 1,320.62 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS WEST, A DISTANCE OF 990.90 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 660.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,277,881.14 SQUARE FEET OR 98.2066 ACRES, MORE OR LESS.



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NORTH ZONING R2

HAWK'S ASSEMBLAGE

SURPRISE, ARIZONA

DRAWING:	5951_NORTH ZONING R2.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	1 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	4/18/22

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°35'50"W	1319.85'
L2	N0°07'32"E	660.10'
L3	N89°35'35"W	659.97'
L4	S0°07'19"W	660.15'
L5	N90°00'00"W	28.54'
L6	N33°05'50"W	1011.54'
L7	N89°52'55"W	77.27'
L8	N0°07'05"E	1137.60'
L9	S89°36'43"E	660.42'
L10	N0°08'16"E	330.14'
L11	S89°37'00"E	660.53'
L12	S0°09'27"W	660.39'
L13	S89°36'26"E	1320.62'
L14	S0°11'48"W	990.90'
L15	S0°08'00"W	660.01'

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NORTH ZONING R2

HAWK'S ASSEMBLAGE

SURPRISE, ARIZONA

DRAWING:	5951_NORTH ZONING R2.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	4/18/22

A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS NORTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, A DISTANCE OF 2,691.57 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 49 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 76.00 FEET THE BEGINNING OF A LINE 76.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 AND THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 659.75 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 06 SECONDS EAST, A DISTANCE OF 1,264.48 FEET

THENCE SOUTH 89 DEGREES 47 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,196.63 FEET;

THENCE SOUTH 33 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.50 FEET;

THENCE SOUTH 11 DEGREES 54 MINUTES 10 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 33 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE SOUTH 78 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 28.28 FEET;

THENCE S.33°05'50"E., A DISTANCE OF 197.33 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHERLY ALONG SAID CURVE, HAVE A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 51 DEGREES 44 MINUTES 15 SECONDS, A DISTANCE OF 415.37 FEET;

THENCE SOUTH 18 DEGREES 38 MINUTES 25 SECONDS WEST, A DISTANCE OF 92.37 FEET;

THENCE SOUTH 63 DEGREES 38 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 18 DEGREES 21 MINUTES 50 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE SOUTH 27 DEGREES 47 MINUTES 17 SECONDS EAST, A DISTANCE OF 28.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, WITH A CHORD BEARING OF SOUTH 05 DEGREES 10 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 179.29 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 540.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 06 MINUTES 43 SECONDS, A DISTANCE OF 180.13 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 36 DEGREES 24 MINUTES 29 SECONDS WEST, A DISTANCE OF 29.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, WITH A CHORD BEARING OF SOUTH 75 DEGREES 20 MINUTES 08 SECONDS WEST, A CHORD DISTANCE OF 34.32 FEET;

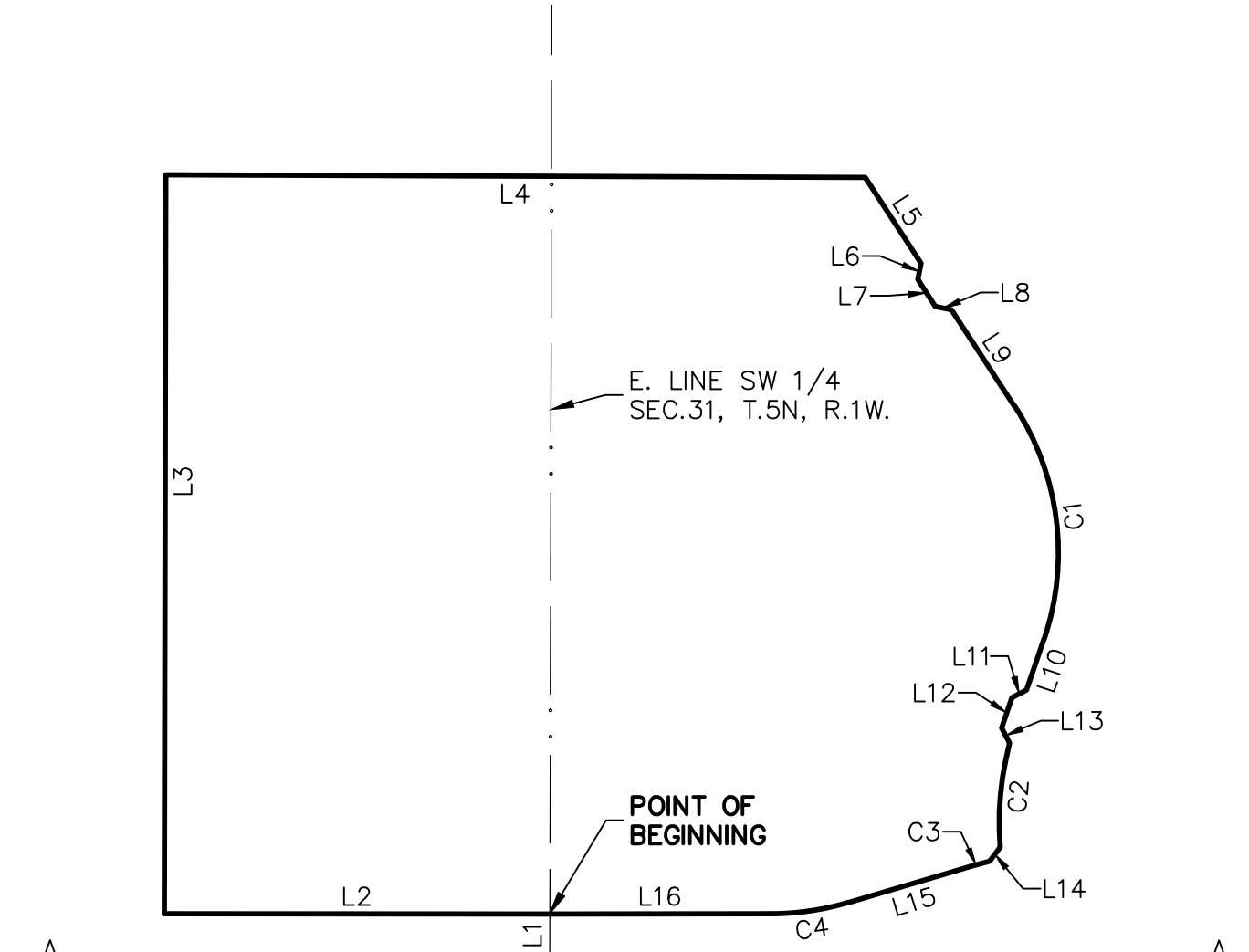
THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 531.25 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 42 MINUTES 06 SECONDS, A DISTANCE OF 34.32 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 73 DEGREES 29 MINUTES 05 SECONDS WEST, A DISTANCE OF 217.98 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 468.75 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 30 MINUTES 34 SECONDS, A DISTANCE OF 135.07 FEET TO A POINT OF TANGENCY AND THE BEGINNING OF A LINE 76.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 377.55 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,785,100 SQUARE FEET OR 40.980 ACRES, MORE OR LESS.



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SOUTH ZONING R2

HAWK'S ASSEMBLAGE

SURPRISE, ARIZONA

DRAWING:	5951_SOUTH ZONING R2.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	1 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	4/18/22

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N0°01'49"E	76.00'
L2	N89°58'11"W	659.75'
L3	N0°07'06"E	1264.48'
L4	S89°47'55"E	1196.63'
L5	S33°05'50"E	175.50'
L6	S11°54'10"W	28.28'
L7	S33°05'50"E	55.00'
L8	S78°05'50"E	28.28'
L9	S33°05'50"E	197.33'
L10	S18°38'25"W	92.37'
L11	S63°38'25"W	28.28'
L12	S18°21'50"W	55.00'
L13	S27°47'17"E	28.98'
L14	S36°24'29"W	29.79'
L15	S73°29'05"W	217.98'
L16	S89°59'40"W	377.55'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	51°44'15"	460.00'	415.37'	S7°13'42"E 401.41'
C2	19°06'43"	540.00'	180.13'	S5°10'06"W 179.29'
C3	3°42'06"	531.25'	34.32'	S75°20'08"W 34.32'
C4	16°30'34"	468.75'	135.07'	S81°44'22"W 134.60'

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SOUTH ZONING R2

HAWK'S ASSEMBLAGE

SURPRISE, ARIZONA

DRAWING:	5951_SOUTH ZONING R2.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	4/18/22

A PORTION OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 31 BEARS NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 2,639.21 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,319.61 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 07 MINUTES 32 SECONDS EAST, A DISTANCE OF 37.03 FEET TO THE **POINT OF BEGINNING**, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, WITH A CHORD BEARING OF NORTH 71 DEGREES 11 MINUTES 44 SECONDS WEST, A CHORD DISTANCE OF 145.63 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 468.50 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 52 MINUTES 55 SECONDS, A DISTANCE OF 146.22 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 61 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 68.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, WITH A CHORD BEARING OF NORTH 75 DEGREES 51 MINUTES 50 SECONDS WEST, A CHORD DISTANCE OF 257.03 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 531.25 FEET, THROUGH A CENTRAL ANGLE OF 27 DEGREES 59 MINUTES 54 SECONDS, A DISTANCE OF 259.60 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 48 DEGREES 07 MINUTES 04 SECONDS WEST, A DISTANCE OF 29.34 FEET;

THENCE SOUTH 83 DEGREES 39 MINUTES 44 SECONDS WEST, A DISTANCE OF 80.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, WITH A CHORD BEARING OF NORTH 05 DEGREES 10 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 179.29 FEET;

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 540.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 06 MINUTES 43 SECONDS, A DISTANCE OF 180.13 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 27 DEGREES 47 MINUTES 17 SECONDS WEST, A DISTANCE OF 28.98 FEET;

THENCE NORTH 18 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTH 63 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 18 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 92.37 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 51 DEGREES 44 MINUTES 15 SECONDS, A DISTANCE OF 415.37 FEET TO A POINT OF TANGENCY;

THENCE NORTH 33 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 197.33 FEET;

THENCE NORTH 78 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 33 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE NORTH 11 DEGREES 54 MINUTES 10 SECONDS EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 33 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 175.50 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST, A DISTANCE OF 1,196.63 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 06 SECONDS EAST, A DISTANCE OF 738.21 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 34 SECONDS EAST, A DISTANCE OF 659.86 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 05 SECONDS EAST, A DISTANCE OF 512.84 FEET;

THENCE SOUTH 89 DEGREES 52 MINUTES 55 SECONDS EAST, A DISTANCE OF 77.27 FEET;

THENCE SOUTH 33 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 1,011.54 FEET;

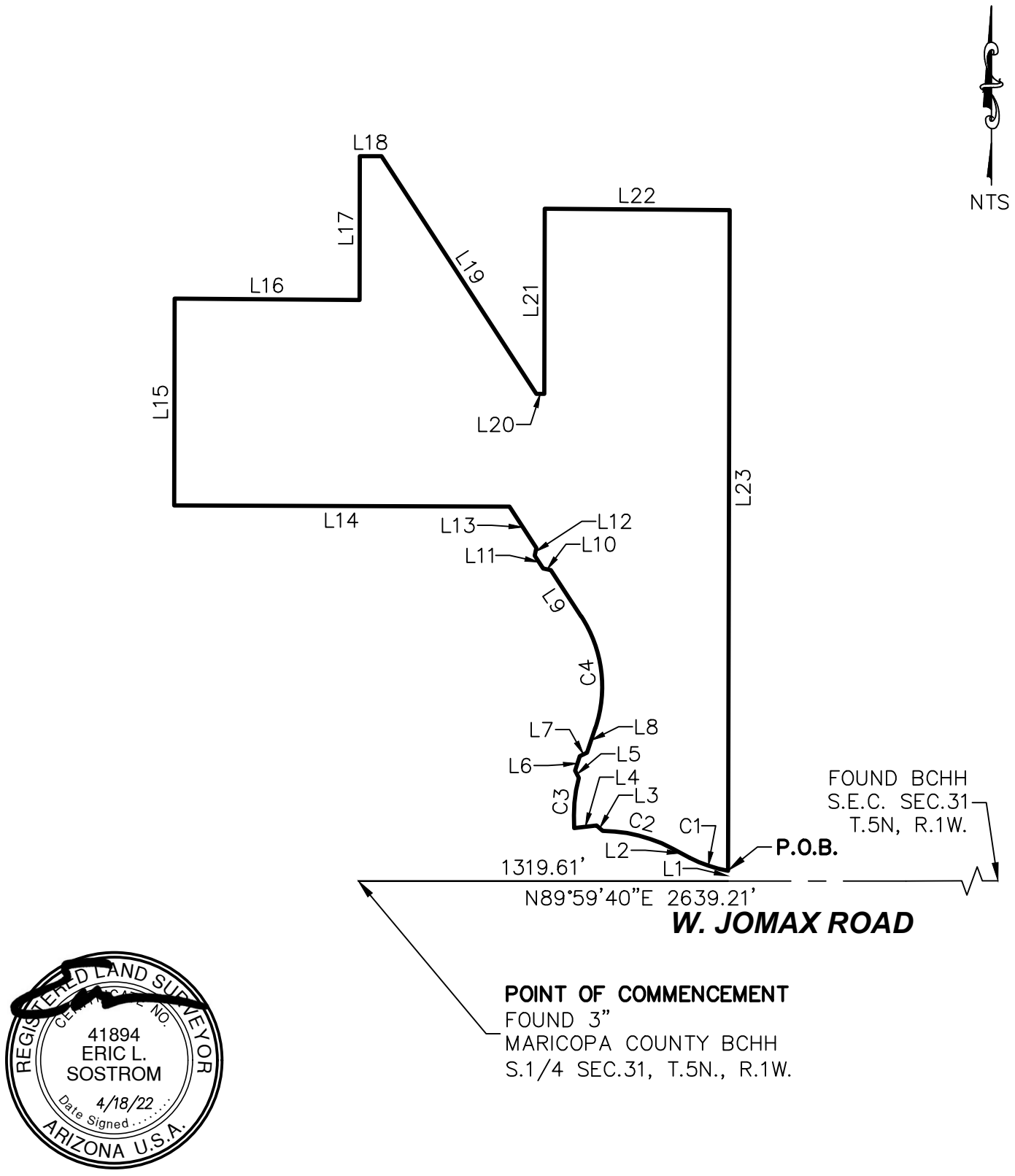
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.54 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 660.15 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS EAST, A DISTANCE OF 659.97 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 2,357.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,417,486 SQUARE FEET OR 55.498 ACRES, MORE OR LESS.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41894
ERIC L.
SOSTROM
4/18/22
Date Signed
ARIZONA U.S.A.

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ZONING R3

HAWK'S ASSEMBLAGE

SURPRISE, ARIZONA

DRAWING:	5951_ZONING R3.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	1 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	4/18/22

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N0°07'32"E	37.03'
L2	N61°51'11"W	68.64'
L3	N48°07'04"W	29.34'
L4	S83°39'44"W	80.05'
L5	N27°47'17"W	28.98'
L6	N18°21'50"E	55.00'
L7	N63°38'25"E	28.28'
L8	N18°38'25"E	92.37'
L9	N33°05'50"W	197.33'
L10	N78°05'50"W	28.28'
L11	N33°05'50"W	55.00'
L12	N11°54'10"E	28.28'

LINE TABLE		
LINE	DIRECTION	LENGTH
L13	N33°05'50"W	175.50'
L14	N89°47'55"W	1196.63'
L15	N0°07'06"E	738.21'
L16	S89°35'34"E	659.86'
L17	N0°07'05"E	512.84'
L18	S89°52'55"E	77.27'
L19	S33°05'50"E	1011.54'
L20	N90°00'00"E	28.54'
L21	N0°07'19"E	660.15'
L22	S89°35'35"E	659.97'
L23	S0°07'32"W	2357.92'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	17°52'55"	468.50'	146.22'	N71°11'44"W 145.63'
C2	27°59'54"	531.25'	259.60'	N75°51'50"W 257.03'
C3	19°06'43"	540.00'	180.13'	N5°10'06"E 179.29'
C4	51°44'15"	460.00'	415.37'	N7°13'42"W 401.41'

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ZONING R3

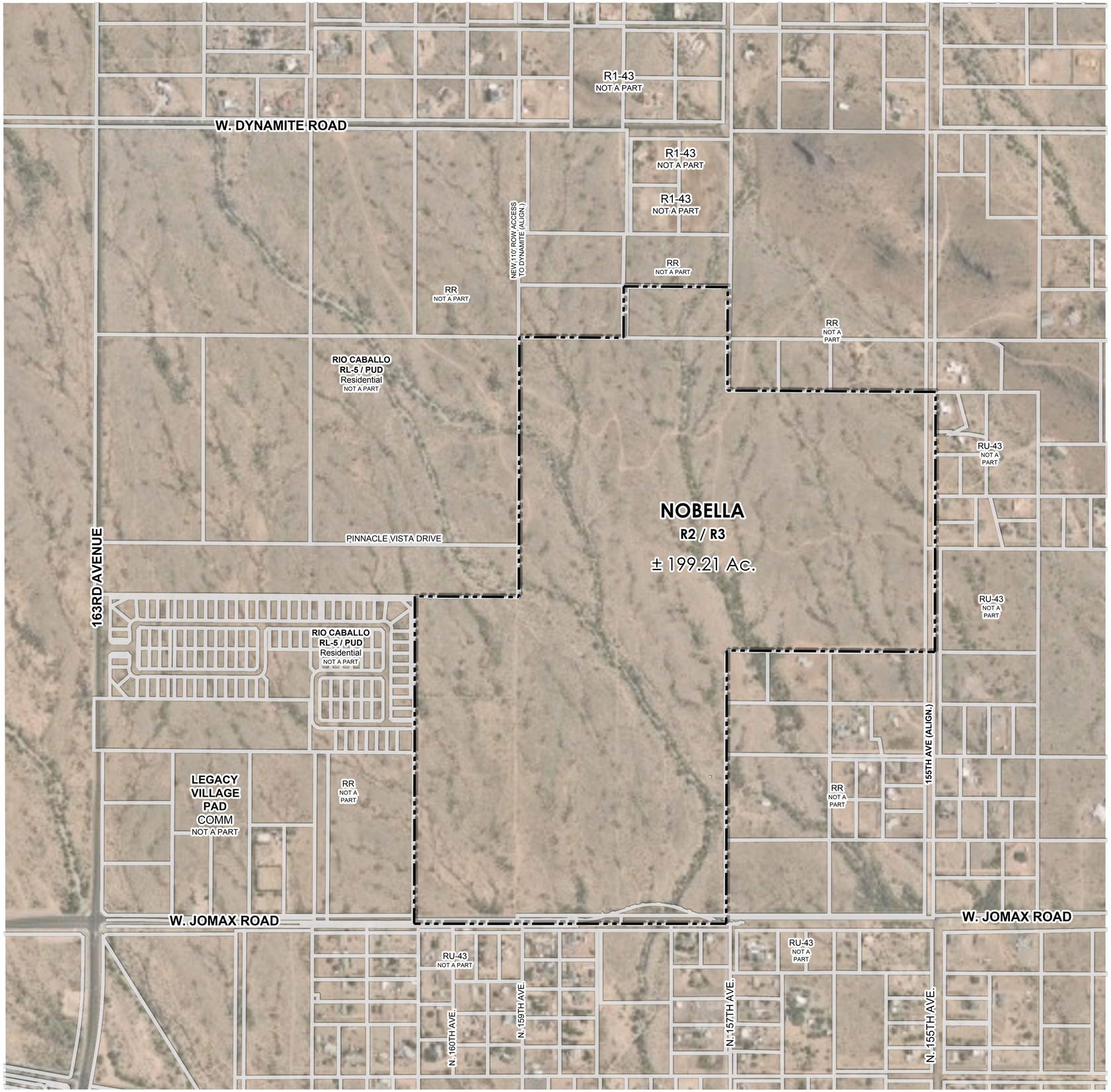
HAWK'S ASSEMBLAGE

SURPRISE, ARIZONA

DRAWING:	5951_ZONING R3.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	4/18/22

EXHIBIT B

Aerial Vicinity Map



NOBELLA

Surprise, Arizona

CONTEXT MAP

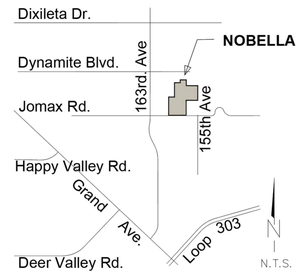
PROJECT DATA

GROSS ACRES	+/- 199.21 Acres
EXISTING CONDITION	UNDEVELOPED DESERT
GENERAL PLAN DESIG.	NEIGHBORHOOD
EXISTING ZONING	RR
PROPOSED ZONING	R-2 (+/- 143.64 Acres)
	R-3 (+/- 55.57 Acres)

LEGEND

PROJECT BOUNDARY

VICINITY MAP



North

0' 300' 600' 1,200'

SCALE: 1" = 300' - 0"
DATE: 02 / 18 / 2022
PROJECT NUMBER: 1231
FS CASE # FS21-828

DEVELOPER:

Hines

Brandon Dillingham, Managing Director
2375 E. Camelback Road, Suite 150
Phoenix, Arizona 85016
brandon.dillingham@hines.com
602.385.4000

PLANNER:

SCAPEGOAT DESIGN STUDIO

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jhadley@scapegoatds.com
480.999.4400

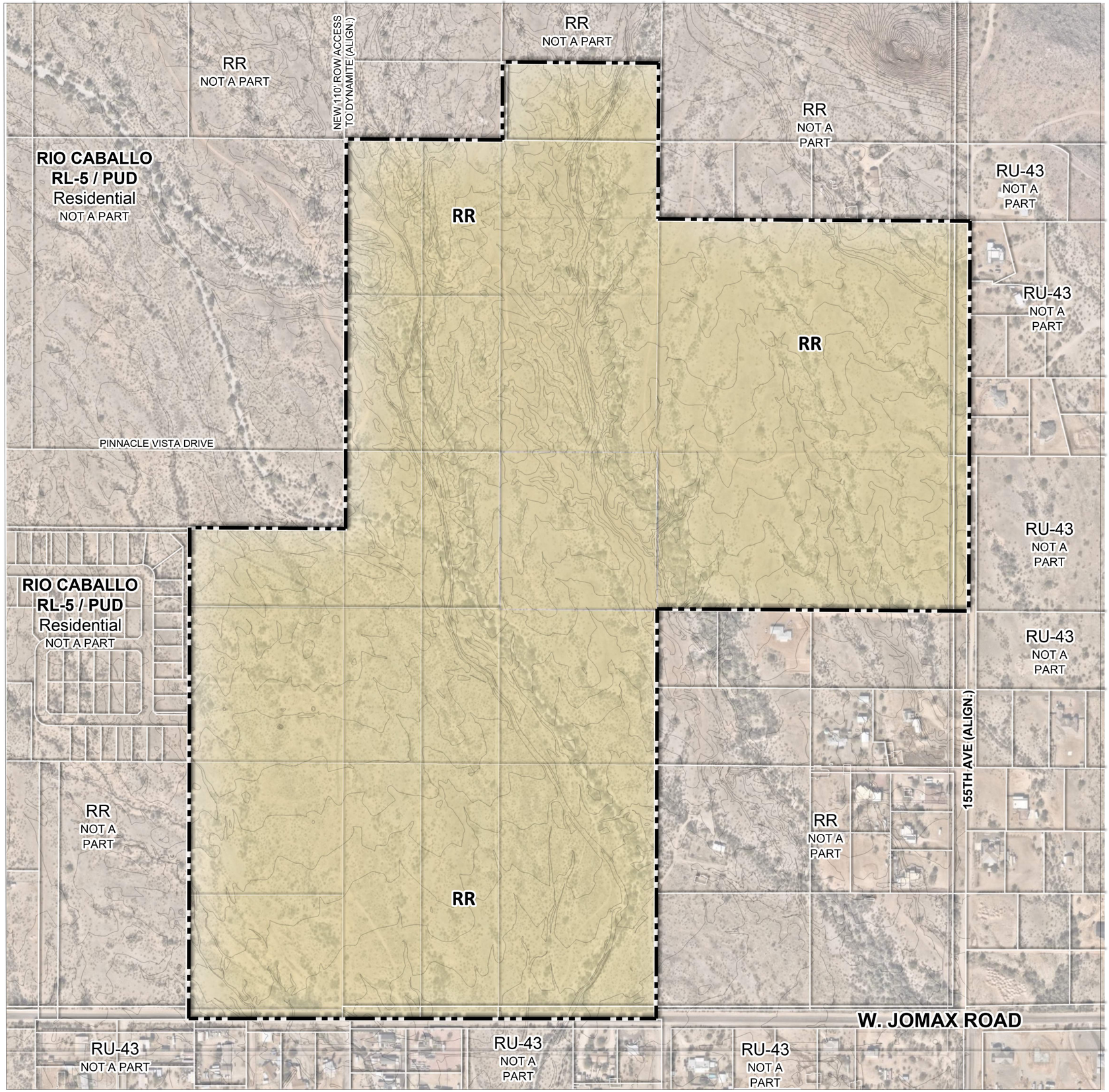
EXHIBIT C

Existing Zoning Map

NOBELLA

SURPRISE, ARIZONA

EXISTING ZONING MAP



PROJECT DATA

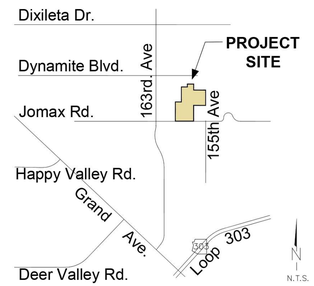
GROSS ACRES	+/- 199.21 Acres
EXISTING CONDITION	UNDEVELOPED DESERT
GENERAL PLAN DESIG.	NEIGHBORHOOD
EXISTING ZONING	RR
PROPOSED ZONING	R-2 (+/- 143.64 Acres)
	R-3 (+/- 25.25 Acres)

LEGEND

RR (RURAL RESIDENTIAL)

PROJECT BOUNDARY

VICINITY MAP



North

0' 200' 400' 800'

SCALE: 1" = 200' - 0"

DATE: 02 / 14 / 2022

PROJECT NUMBER: 1231

FS CASE # FS21-828

DEVELOPER:

Hines

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PLANNER:

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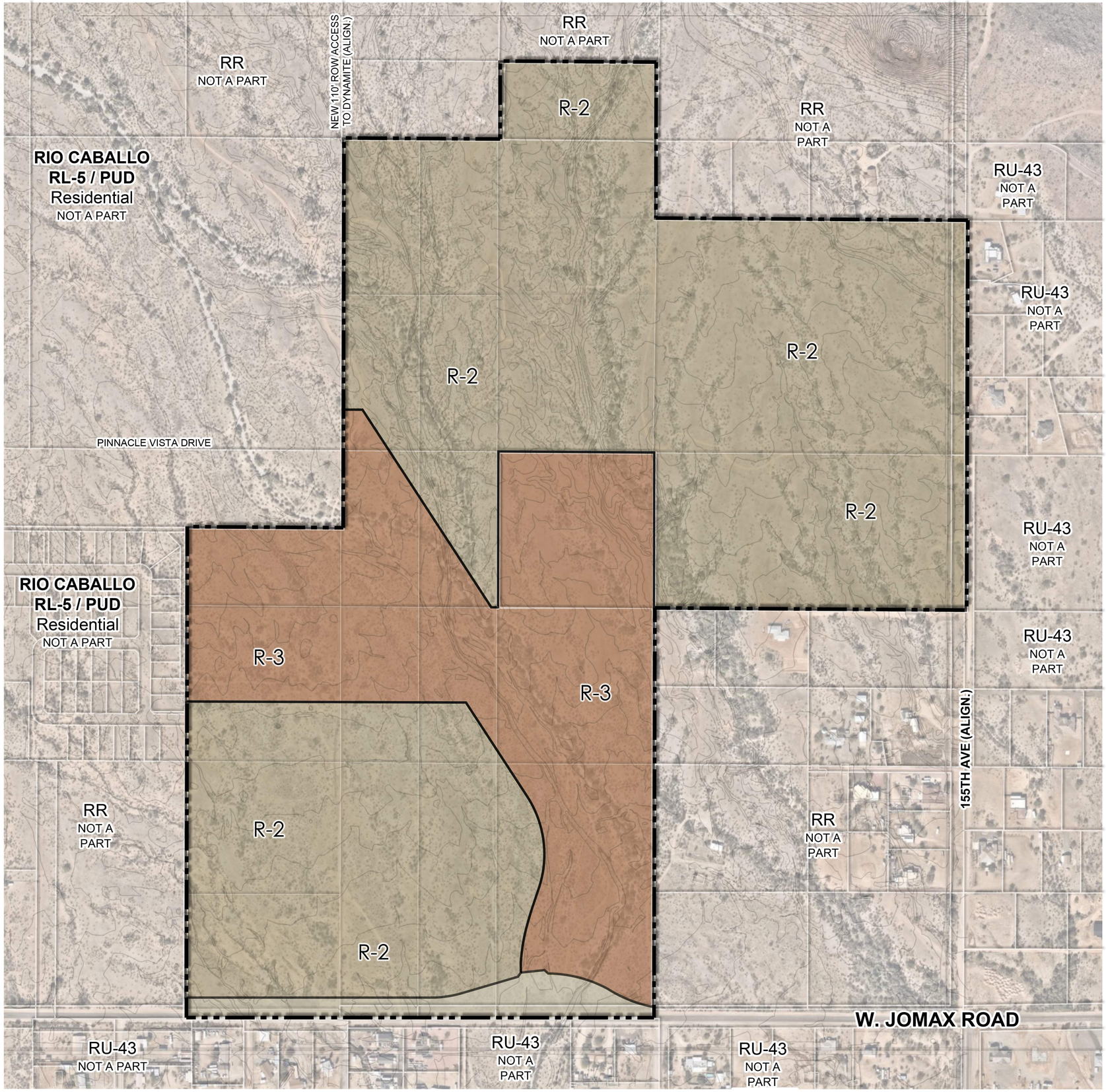
EXHIBIT D

Proposed Zoning Map



NOBELLA

SURPRISE, ARIZONA

PROPOSED ZONING MAP

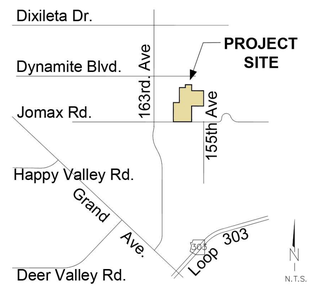
PROJECT DATA

GROSS ACRES	+/- 199.21 Acres
EXISTING CONDITION	UNDEVELOPED DESERT
GENERAL PLAN DESIG.	NEIGHBORHOOD
EXISTING ZONING	RR
PROPOSED ZONING	R-2 (+/- 143.64 Acres)
	R-3 (+/- 55.57 Acres)

LEGEND

- RR (RURAL RESIDENTIAL)
- R-2 (MEDIUM / MEDIUM - LOW DENSITY RESIDENTIAL)
- R-3 (MEDIUM - HIGH DENSITY RESIDENTIAL)
- PROJECT BOUNDARY

VICINITY MAP



North

0' 200' 400' 800'

SCALE: 1" = 200' - 0"
DATE: 02 / 14 / 2022
PROJECT NUMBER: 1231
FS CASE # FS21-828

DEVELOPER:

Hines

Brandon Dillingham, Managing Director
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602.385.4000

PLANNER:

SCAPEGOAT DESIGN STUDIO

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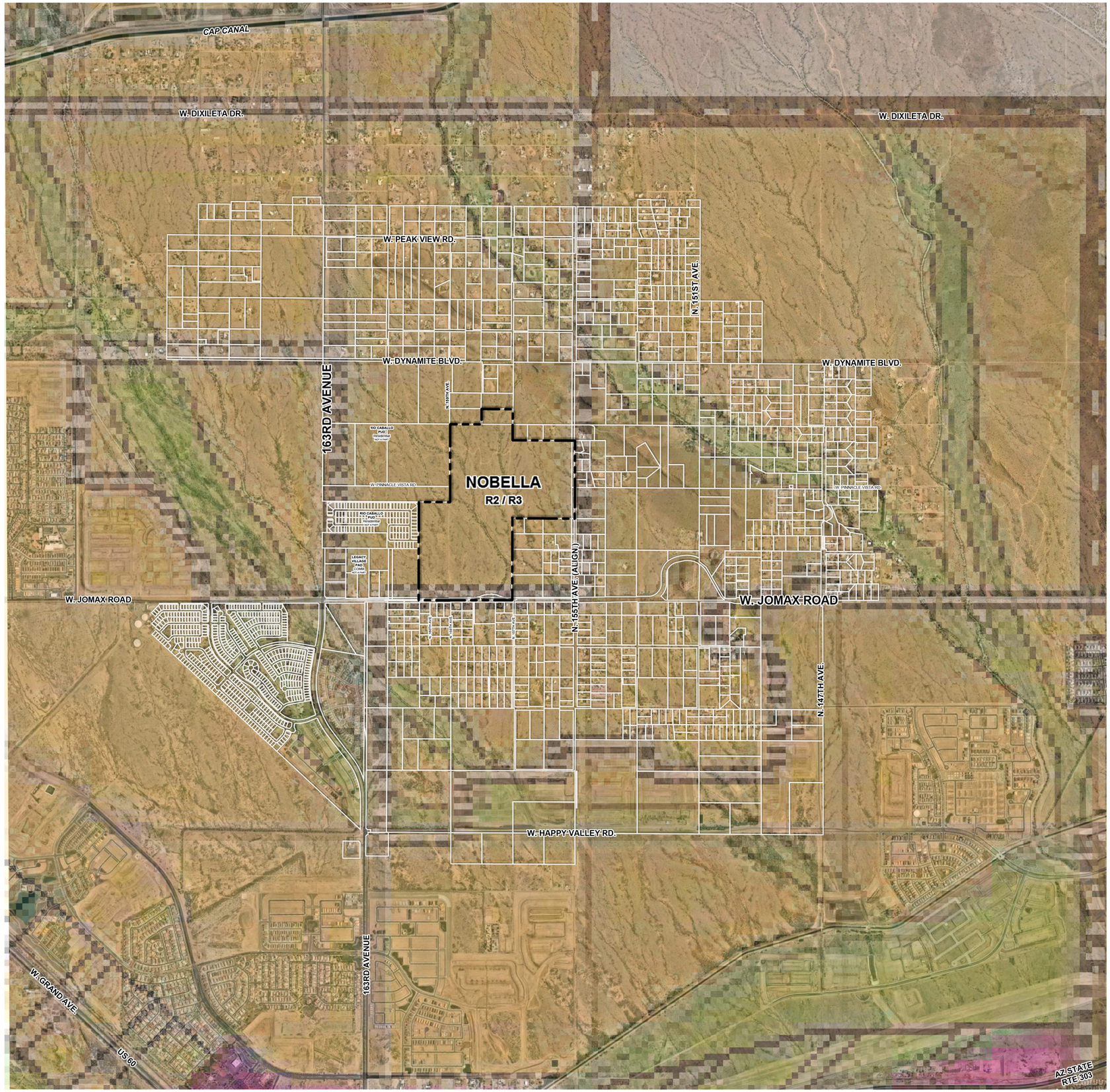
EXHIBIT E

General Plan Land Use Map



NOBELLA

Surprise, Arizona

CITY OF SURPRISE
GENERAL PLAN 2035: LAND USE MAP

PROJECT DATA

GROSS ACRES	+/- 199.21 Acres
EXISTING CONDITION	UNDEVELOPED DESERT
GENERAL PLAN DESIG.	NEIGHBORHOOD
EXISTING ZONING	RR
PROPOSED ZONING	R-2 (+/- 143.64 Acres)
	R-3 (+/- 55.57 Acres)

LEGEND

Character Areas

- Neighborhood
  - *Rural*
  - *Suburban*
  - *Urban*
- Commerce & Office
  - *Mixed Use: Residential*
  - *Mixed Use: Commercial*
  - *Regional Commercial*
  - *Commercial Office*
- Employment
  - *Business Park*
  - *Industrial*
- Open Space

Sub Areas

- Luke Compatibility District
- Scenic Lands Development
- Surprise Center District
- Surprise Heritage District
- Transit Oriented Development District
- Aggregate Resource Areas

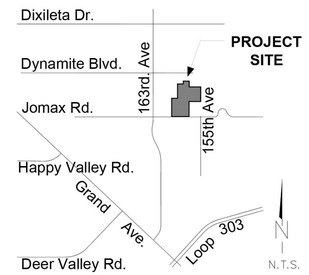
Features

- Planning Area
- Aux 1 Noise Contours
- Luke AFB Noise Contours
- Canals
- Military
- Existing Community Commercial
- Public Facility
- Mining

Circulation

- Freeway
- Parkway
- Major Arterial
- Minor Arterial
- BNSF Rail

VICINITY MAP



North

0' 1,000' 2,000' 4,000'

SCALE: 1" = 1,000' - 0"
DATE: 02 / 14 / 2022
PROJECT NUMBER: 1231
FS CASE # FS21-828

DEVELOPER:

Hines

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PLANNER:

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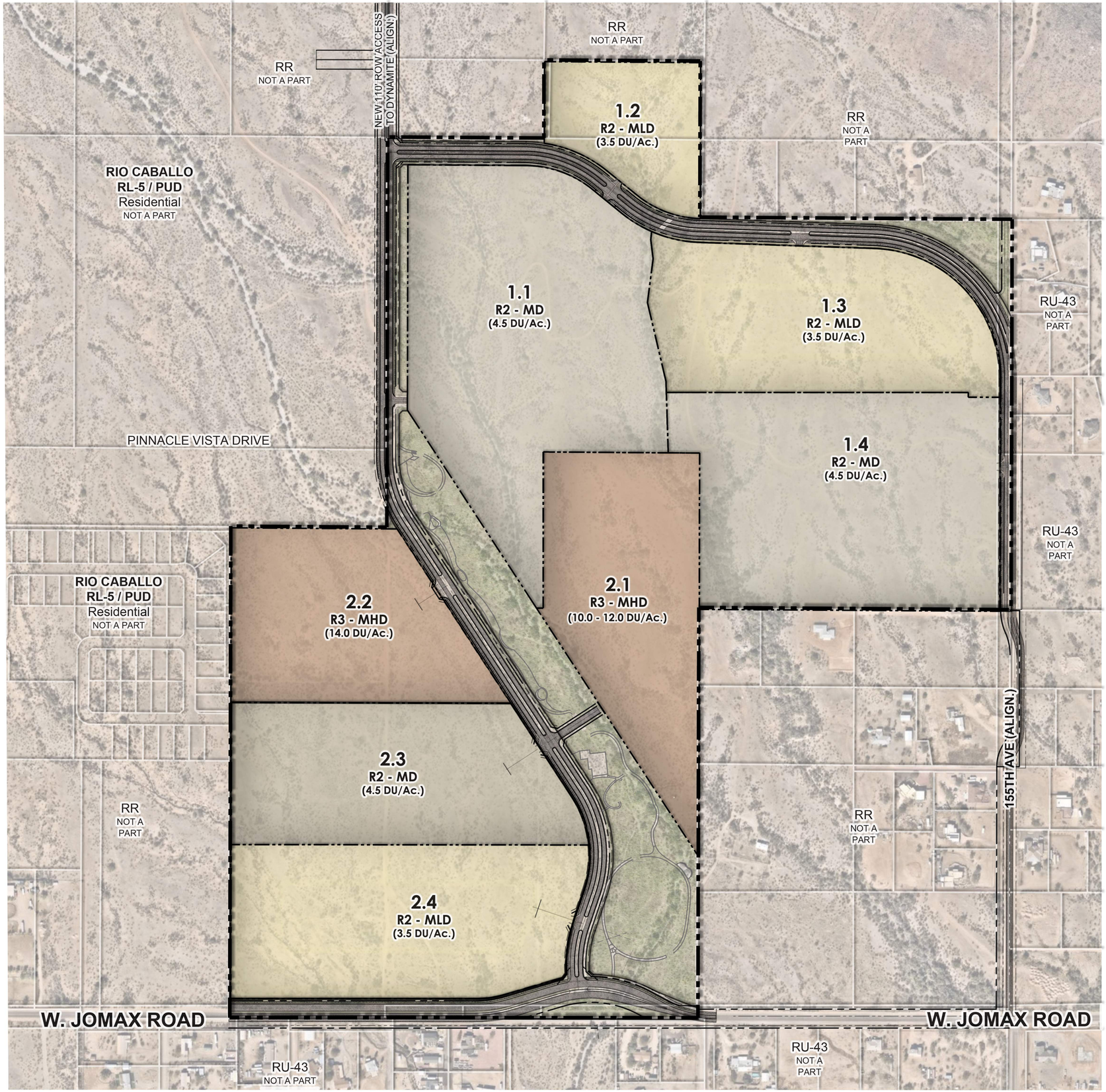
EXHIBIT F

Conceptual Land Use Plan



NOBELLA

Surprise, Arizona

CONCEPTUAL LAND USE PLAN

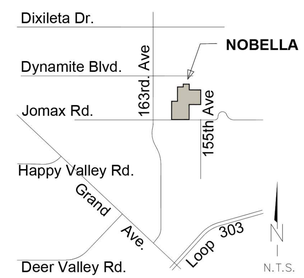
PROJECT DATA

GROSS ACRES	+/- 199.21 Acres
EXISTING CONDITION	UNDEVELOPED DESERT
GENERAL PLAN DESIG.	NEIGHBORHOOD
EXISTING ZONING	RR
PROPOSED ZONING	R-2 (+/- 143.64 Acres)
	R-3 (+/- 55.57 Acres)

LEGEND

R2	MEDIUM / LOW DENSITY	RESIDENTIAL	(3.0 - 4.0 DU/AC.)
R2	MEDIUM DENSITY	RESIDENTIAL	(4.0 - 5.0 DU/AC.)
R3	MEDIUM / HIGH DENSITY	RESIDENTIAL	(6.0 - 8.0 DU/AC.)
R3	MEDIUM HIGH DENSITY	RESIDENTIAL	(12.0 - 14.0 DU/AC.)
	COMMUNITY OPEN SPACE		
	PROJECT BOUNDARY		

VICINITY MAP



North

0' 200' 400' 800'

SCALE: 1" = 200' - 0"
DATE: 02 / 14 / 2022
PROJECT NUMBER: 1231
FS CASE # FS21-828

DEVELOPER:

Hines

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PLANNER:

SCAPEGOAT DESIGN STUDIO

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Citizen Participation Report

Located east of the northeast corner of 163rd Avenue and Jomax Road

May 6, 2022

Prepared for:
Hines
2375 East Camelback Road, Suite 150
Phoenix, AZ 85016

Prepared by:
Berry Riddell LLC
Wendy Riddell, Esq.
Elyse DiMartino, Planner
6750 E Camelback Road, Suite 100
Scottsdale, Arizona 85251

PROPOSAL

This Citizen Participation Plan ("CPP") is being provided in association with a request to rezone approximately 199.21 acres located east of the northeast corner of 163rd Avenue and Jomax Road (the "Site") from RR (Rural Residential) to R-2 (Residential Medium Density) and R-3 (Residential High Density) to allow for a new residential development.

The CPP provides information regarding our notification techniques and processes for reaching out to residents, interested persons, etc., to get feedback on the proposal.

PUBLIC NOTIFICATION TECHNIQUES

Methods for reaching out to interested parties may include the following:

- Door-to-door outreach;
- Open house/neighborhood meetings;
- Follow up meetings if needed;
- Individual meetings with residents, business, and community stakeholders;
- Email and telephone correspondence;
- Sign postings; and,
- Any other means of notification as required by the City of Surprise Planning Division.

PARTIES AFFECTED BY APPLICATION

The Site is undeveloped desert land. The Site is bounded on the west by the +/- 187-acre Rio Caballo PAD site which requested approximately 700 residential lots to be developed by Pulte Homes. To the north, across Dynamite Road, are large-lot residential homes. To the east, adjacent to the Site and across 155th Avenue, are large lot residential homes in Surprise and Maricopa County's jurisdictions. To the south, across Jomax Road, are large lot residential homes in Maricopa County's jurisdiction.
We believe that the Site will be a positive addition to the area and will provide additional housing and services for the City of Surprise.

CITIZEN PARTICIPATION, ISSUES, CONCERNS AND PROBLEMS

April 6, 2022 – Meeting with Stakeholders

Prior to the launch of our official outreach, we were able to reach out to neighborhood leaders that lived north of the site. Given that we had previous relationships with a few of the residents, we were able to meet with them in a casual setting to discuss the strengths and concerns of the project. The meeting was held on April 6th, 2022, at a resident's home. This allowed us to sharpen our focus when reaching out to the notification area neighbors. They expressed concerns about regional traffic issues at 163rd Avenue and Grand Avenue, as well as their concerns about water and flooding. They were also in support of private landowner's rights to develop land.

April 18, 2022 – Door-to-Door Outreach

We completed multiple passes of door knocking to engage with residents in the notification area. These neighbors included both Surprise and Maricopa County citizens. For each home that was accessible, a

direct contact was attempted. There were a few addresses that were inaccessible due to agricultural fencing or gates. We were able to connect with residents and discuss the intended project as well as field their comments of both support and concern. Some residents were aware of the project, and others were informed for the first time because of our contact. At the neighbor's doors, we were able to share a brief presentation on a tablet, as well as answer questions. The questions included: start/completion date, regional traffic concerns, road widening, land use, horse issues, density concerns, flooding, water use, as well as a few comments regarding current neighbors and their issues with noise and home businesses. Neighbors also had questions about the rezoning process in general, and we were able to educate them on how the process works and how to participate in it as a neighbor.

April 19, 2022 – Sign Postings and Notification Letters
Notification signs were posted on the site on April 19, 2022, with the neighborhood meeting information. City staff sent out a mailer with the neighborhood meeting information and published a legal ad in the newspaper as well.

May 4, 2022 – Neighborhood Meeting

The neighborhood meeting was held on May 4, 2022, at the Willow Canyon High School Library. This meeting was held both in person and virtually. The leadership team gave a presentation on the project as well as answered specific questions during a discussion forum at the end. We also had team members hosting the chat where questions could be asked and answered, both in the room and online. Neighbors who signed in and provided their contact information will now be updated as new project information emerges. The questions and comments at the meeting covered the following topics: traffic delays at 163rd Avenue and Grand Avenue, crime, traffic Studies, density, run off water, business motivations, land sales, project timeline, apartments, environmental studies, wildlife, perimeter fencing, property values, traffic flow, section 8 housing, rental properties, road additions (making a new road at 156th or 157th Avenue), why the name was chosen, equestrian trails, history of Hines company, city obligations on water and sewer, school capacity, and follow up/next steps as it pertains to meetings.

Nearly all questions were able to be answered on site, though some questions will require follow up and additional information.

A complete list of questions asked in person and in the virtual meeting chat were compiled.

Following the meeting, we engaged with neighbors who requested follow up and exchanged information to continue communication. More information will be provided regarding the intended placement and usage of roads. As the applicant, we intend to address the concerns raised at the meeting by working with the neighbors and the city to provide the most appropriate and beneficial solution to each.

Ongoing Communication and Engagement

Throughout the lifespan of this project, our team has been available by phone and email to answer questions and to facilitate communication. We have also made available time to sit and follow up in person with any person or group wanting to express their input on the project. We have received emails for neighbors requesting more information on topics such as alternate road additions and traffic patterns, as well as lot size and setback and border design**.**

Hines Nobella Virtual Neighborhood Meeting Registration		
	Name	**Email Address**
1.	Tom Bilsten (Development team)	[redacted]
2.	Marcella Cork	[redacted]
3.	Nicki Osborne	[redacted]
4.	Jim Carlson	[redacted]
5.	Corey Harbison	[redacted]
6.	Tyler Werth	[redacted]
7.	Atkims Martinez	[redacted]
8.	Randall Andrus	[redacted]
9.	Pixie Zagarrigo	[redacted]
10.	Elaine Woods	[redacted]
11.	Aaron S.	[redacted]
12.	Rich Cohen	[redacted]
13.	Kathy Johnson	[redacted]
14.	Berry Shemer	[redacted]
15.	Michael Arp	[redacted]
16.	Rick Padelford	[redacted]

Berry | Riddell LLC

Neighborhood Meeting

May 4, 2022

Sign-in Sheet

Print Name	Address	Phone	Email
RJ Markowski	[redacted]		
TITLEY			
Alvin Shepard			
Melissa Packelford			
Mason Pool			
Brian & Sabrina Curtis			
Trent + Melissa Fenzl			
TREVER FLEETHAM			
Lloyd Abrams			
KEN SHIPLEY			
Jenny Downs			
Tiffanie Burrey			
[illegible]			
Colman Brown			
[illegible]			
Ryan Jantz			
Corey + Kari [illegible]			
Amanda Lucero			

Berry | Riddell LLC

Neighborhood Meeting

May 4, 2022

Sign-in Sheet

Print Name	Address	Phone	Email
IRENE TARBELL	[redacted]		
Melanie Shortle			
JIM APTHORP			
Marcelino Sainz			
[illegible]			
JOHN PADELFORD			
Aleisha Stefani			
Paul Gallaspy			
Mike McHugh			
Lori McHugh			
Kayla Brown			
SHARON WILSON			
LOREN WILSON			
PAULINA MOTYKA			

Berry | Riddell LLC

Neighborhood Meeting

May 4, 2022

Sign-in Sheet

Print Name	Address	Phone	Email
Jason Persons	[redacted]		
* Stephanie Holland			
Jim Holland			
Kathy Apthorp			
Kim Weaver			
Lisa & Kirk Reese			
Kyle Winer			
Aaron Sanchez			
Shaun Callaway			
Pia Nielsen			

Berry | Riddell LLC

Neighborhood Meeting

May 4, 2022

Sign-in Sheet

Print Name	Address	Phone	Email
BARBARA WYLLIE	[redacted]		
Daniel / Cynthia Suarez			
Kathy Hearion			
Brad & Patty Allan			
JOHN BURREY			
Leticia Sanchez			
Matthew Cole			
Don Gadbehere			
Blair Ball			
MARK LANGE			

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-828

Applicant Name: Berry Riddell

Location: NWC 155th Ave and Jomax

Date Site Posted: 05/16/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — 5/16/22

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 05/16/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

MaryBeth Conrad
Notary Public

10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
In-Person and Virtual
Neighborhood Meeting
City of Surprise
In-Person Meeting:
Planning & Zoning
City Council
Date: May 4, 2022
Time: 6:00 P.M.
Location: Willow Canyon High School - Library
17901 West Lundberg Street
Surprise, AZ 85388
Date: June 2, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Date: June 21, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Virtual
Register in advance for this meeting:
https://us02web.zoom.us/meeting/register/tZModu-orj4oHdP9avpkmAjL9ttjod836n_I
VICINITY MAP
PROJECT SITE
Dixileta Dr
Dynamite Blvd
Jomax Rd
Happy Valley Rd
Deer Valley Rd
Case number: FS21-828
Request: A Rezone of approximately 199.21 gross acres generally located west of 155th Avenue and north of Jomax Road from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3).
Please call to confirm dates: 623-222-3011
Surpriseaz.gov
May 16, 2022 at 10:58:49 AM

Notice of Public Hearing
City of Surprise
In-Person and Virtual
Neighborhood Meeting
In-Person Meeting:
Planning & Zoning
City Council
Date: May 4, 2022
Time: 6:00 P.M.
Location: Willow Canyon High School - Library
17901 West Lundberg Street
Surprise, AZ 85388
Date: June 2, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Date: June 21, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Virtual
Register in advance for this meeting:
https://us02web.zoom.us/meeting/register/tZModu-orj4oHdP9avpkmAjL9ttjod836n_I
VICINITY MAP
PROJECT SITE
Dynamite Blvd
Jomax Rd
Happy Valley Rd
Deer Valley Rd
Case number: FS21-828
Request: A Rezone of approximately 199.21 gross acres generally located west of 155th Avenue and north of Jomax Road from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3).
Please call to confirm dates: 623-222-3011 Surpriseaz.gov
May 16, 2022 at 11:02:23 AM

Notice of Public Hearing
City of Surprise
In-Person and Virtual
Neighborhood Meeting
In-Person Meeting:
Planning & Zoning
City Council
Date: May 4, 2022
Time: 6:00 P.M.
Location: Willow Canyon High School - Library
17901 West Lundberg Street
Surprise, AZ 85388
Date: June 2, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Date: June 21, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Virtual
Register in advance for this meeting:
https://us02web.zoom.us/meeting/register/tZModu-orj4oHdP9avpkmAjL9ttjod836n_I
VICINITY MAP
PROJECT SITE
Case number: FS21-828
Request: A Rezone of approximately 199.21 gross acres generally located west of 155th Avenue and north of Jomax Road from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3).
Please call to confirm dates: 623-222-3011
Surpriseaz.gov
May 16, 2022 at 10:39:25 AM

Notice of Public Hearing
City of Surprise
In-Person and Virtual
Neighborhood Meeting
In-Person Meeting:
Date: May 4, 2022
Time: 6:00 P.M.
Location: Willow Canyon High School - Library
17901 West Lundberg Street
Surprise, AZ 85388
Planning & Zoning
Date: June 2, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
City Council
Date: June 21, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Virtual
Register in advance for this meeting:
https://us02web.zoom.us/meeting/register/tZModu-orj4oHdP9avpkmAjL9ttjod836n_I
VICINITY MAP
PROJECT SITE
Case number: FS21-828
Request: A Rezone of approximately 199.21 gross acres generally located west of 155th Avenue and north of Jomax Road from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3).
Please call to confirm dates: 623-222-3011 Surpriseaz.gov
May 16, 2022 at 10:37:29 AM

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS21-828 Nobella - New Digital Submittal 10.14.21
Date: Tuesday, October 19, 2021 9:44:30 AM

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Nichole,

Thank you for allowing Luke AFB to make comments on the Nobella Application. This application is to develop a unique community with an overall 4.48 du/ac that provides a diversity of housing products including traditional single-family, single-family for rent, and build for rent product types on nearly 200 acres. The site is located on the northeast corner of 163rd Avenue and Jomax Road in Surprise, AZ. It is approximately 3.6 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. 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 the tenant about Luke AFB operations.

Respectfully,

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Thursday, October 14, 2021 3:59 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Greg Welch <greg.welch@surpriseaz.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynn Greene (Wickenburg SD) <lgreene@wusd9.org>; Lynndsay ONeil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber

<raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Vern Wolfley - MAG <vwolfley@azmag.gov>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Subject: [Non-DoD Source] FS21-828 Nobella - New Digital Submittal 10.14.21

Good afternoon,

Attached please find the **application** and **rezone narrative** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

ORDINANCE # 2022-12

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM RURAL RESIDENTIAL (RR) TO RESIDENTIAL MEDIUM DENSITY (R-2) AND RESIDENTIAL HIGH DENSITY (R-3), FOR APPROXIMATELY 199 ACRES OF PROPERTY GENERALLY LOCATED WEST OF 155TH AVENUE AND NORTH OF JOMAX ROAD.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located generally west of 155th avenue and north of Jomax Road;

WHEREAS, the subject site is zoned Rural Residential (RR);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed Rezone to Residential Medium Density (R-2) and Residential High Density (R-3), satisfies the requirements set forth in the Surprise Land Development Ordinance;

WHEREAS, this Rezone is in harmony with the purposes and intent of the Land Development Ordinance and the Surprise General Plan 2035; and

WHEREAS, on June 2, 2022, the Planning and Zoning Commission recommended approval of the subject rezone request.

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

Section 1. *Rezoning.* The parcels legally described on ***Exhibit A*** and depicted on ***Exhibit B***, is rezoned from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3), subject to the following stipulations:

a. Development and use of the site shall be consistent with the rezone narrative entitled “Rezoning Narrative Nobella”, prepared by Berry Riddell LLC dated April 18, 2022.

b. Volume 2 of the City-coordinated SPA 2 North Water Master Plan will need to be complete prior to the approval of any preliminary plats. The results of this master

plan will inform the water requirements of the Nobella project and any necessary modifications to the project master plan.

c. The recommendations and requirements within the SPA 2 North Water Master Plan will need to be documented within a development agreement specific to the property. The development agreement will need to precede or accompany the preliminary plat on the City Council agenda.

d. Applicant must submit proof of payment for sewer treatment capacity with final plat submittals.

e. Applicant shall pay to the City with its application for approval of a final subdivision plat within the Project the applicable Interceptor Buy-In Fee required by the SPA 2 Sewer Interceptor Agreement (MCR 20090350621). The applicable fee shall be calculated by the City at the time application for final plat approval is made and payment of the fee shall be a condition for approval and recordation of the plat.

f. As a condition of Preliminary Plat approval, the master developer will be responsible for finalizing the details of the required right-of-way and roadway infrastructure improvements needed for Jomax Road, 159th Avenue, and 155th Avenue. These details must include right-of-way widths, and roadway classifications, and must be agreeable to both the City of Surprise and the Maricopa County Department of Transportation (MCDOT). The master developer will also work with the City and Maricopa County to complete any annexations necessary for dedication and construction of these roadways and related infrastructure.

g. The subject rezoning is conditioned upon and will not become effective until a final plat has been approved by the City Council and recorded that creates parcel boundaries that match the zoning boundaries created by the rezoning.

h. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this_____day of _____2022.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTIONS FOR PROPERTY

LEGAL DESCRIPTION
ZONING R3
HAWK'S ASSEMBLAGE
MARICOPA COUNTY, ARIZONA

May 17, 2022
Job No. P5951

A PORTION OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 31 BEARS NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 2,639.21 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 770.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, A DISTANCE OF 55.00 FEET TO A POINT ON A LINE 55.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31 AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID PARALLEL LINE, CONTINUING NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 134.93 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE EAST, WITH A CHORD BEARING OF NORTH 05 DEGREES 10 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 179.29 FEET;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 540.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 06 MINUTES 43 SECONDS, A DISTANCE OF 180.13 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 27 DEGREES 47 MINUTES 17 SECONDS WEST, A DISTANCE OF 28.98 FEET;

THENCE NORTH 18 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTH 63 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 18 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 92.37 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 51 DEGREES 44 MINUTES 15 SECONDS, A DISTANCE OF 415.37 FEET TO A POINT OF TANGENCY;

THENCE NORTH 33 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 197.33 FEET;

THENCE NORTH 78 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 33 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE NORTH 11 DEGREES 54 MINUTES 10 SECONDS EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 33 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 175.50 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST, A DISTANCE OF 1,196.63 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 06 SECONDS EAST, A DISTANCE OF 738.21 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 34 SECONDS EAST, A DISTANCE OF 659.86 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 05 SECONDS EAST, A DISTANCE OF 512.84 FEET;

THENCE SOUTH 89 DEGREES 52 MINUTES 55 SECONDS EAST, A DISTANCE OF 77.27 FEET;

THENCE SOUTH 33 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 1,011.54 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.54 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 660.15 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS EAST, A DISTANCE OF 659.97 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 2,339.95 FEET TO A POINT ON A LINE 55.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 549.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,460,273 SQUARE FEET OR 56.480 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
NORTH ZONING R2
HAWK'S ASSEMBLAGE
MARICOPA COUNTY, ARIZONA

May 17, 2022
Job No. P5951

A PORTION OF THE EAST HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 31 BEARS SOUTH 89 DEGREES 59 MINUTES 40 SECONDS, A DISTANCE OF 2,639.21 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,725.44 FEET;

THENCE DEPARTING SAID LINE, NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST, A DISTANCE OF 55.00 FEET TO A POINT ON A LINE 55.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31 AND TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID PARALLEL LINE, CONTINUING NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST, A DISTANCE OF 1,264.85 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 32 SECONDS EAST, A DISTANCE OF 660.10 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS WEST, A DISTANCE OF 659.97 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 19 SECONDS WEST, A DISTANCE OF 660.15 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 28.54 FEET;

THENCE NORTH 33 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 1,011.54 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 55 SECONDS WEST, A DISTANCE OF 77.27 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 05 SECONDS EAST, A DISTANCE OF 1,137.60 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST, A DISTANCE OF 660.42 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 330.14 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 00 SECONDS EAST, A DISTANCE OF 660.53 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 27 SECONDS WEST, A DISTANCE OF 660.39 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 26 SECONDS EAST, A DISTANCE OF 1,320.62 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 330.30 FEET;

THENCE DEPARTING SAID LINE, NORTH 89 DEGREES 36 MINUTES 09 SECONDS WEST, A DISTANCE OF 55.00 FEET; TO A POINT ON A LINE 55.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 660.59 FEET TO A POINT ON A LINE 55.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 660.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,205,248 SQUARE FEET OR 96.539 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
SOUTH ZONING R2
HAWK'S ASSEMBLAGE
MARICOPA COUNTY, ARIZONA

May 17, 2022
Job No. P5951

A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS NORTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, A DISTANCE OF 2,691.57 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 659.87 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 07 MINUTES 06 SECONDS EAST, A DISTANCE OF 1,340.48 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,196.63 FEET;

THENCE SOUTH 33 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.50 FEET;

THENCE SOUTH 11 DEGREES 54 MINUTES 10 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 33 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE SOUTH 78 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 33 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 197.33 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 51 DEGREES 44 MINUTES 15 SECONDS, A DISTANCE OF 415.37 FEET;

THENCE SOUTH 18 DEGREES 38 MINUTES 25 SECONDS WEST, A DISTANCE OF 92.37 FEET;

THENCE SOUTH 63 DEGREES 38 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 18 DEGREES 21 MINUTES 50 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE SOUTH 27 DEGREES 47 MINUTES 17 SECONDS EAST, A DISTANCE OF 28.98 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE EAST, WITH A CHORD BEARING OF SOUTH 05 DEGREES 10 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 179.29 FEET;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 540.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 06 MINUTES 43 SECONDS, A DISTANCE OF 180.13 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 134.93 FEET TO A POINT ON A LINE 55.00 FEET NORTH OF AND PARALELL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

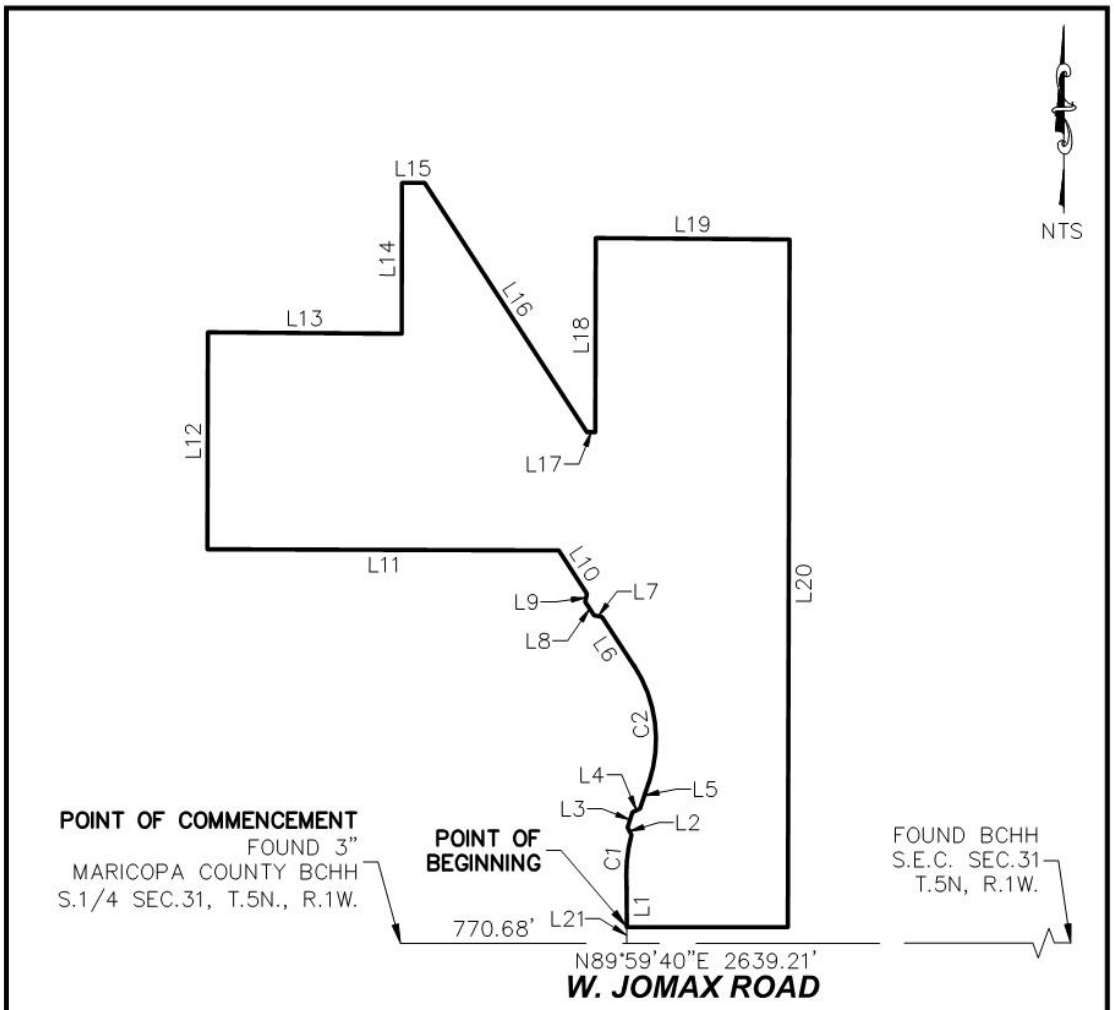
THENCE SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 770.56 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 55.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,867,445 SQUARE FEET OR 42.871 ACRES, MORE OR LESS.

EXHIBIT B

DEPICTION OF THE PROPERTY TO BE RE-ZONED



RICK ENGINEERING COMPANY

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rickengineering.com

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

ZONING R3

HAWK'S ASSEMBLAGE

MARICOPA COUNTY, ARIZONA

DRAWING:	5951_ZONING R3.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	1 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	5/17/22

Ordinance No. 2022-12
RFLS # 8283
Rev 06/22

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N0°00'20"W	134.93'
L2	N27°47'17"W	28.98'
L3	N18°21'50"E	55.00'
L4	N63°38'25"E	28.28'
L5	N18°38'25"E	92.37'
L6	N33°05'50"W	197.33'
L7	N78°05'50"W	28.28'
L8	N33°05'50"W	55.00'
L9	N11°54'10"E	28.28'
L10	N33°05'50"W	175.50'
L11	N89°47'55"W	1196.63'

LINE TABLE		
LINE	DIRECTION	LENGTH
L12	N0°07'06"E	738.21'
L13	S89°35'34"E	659.86'
L14	N0°07'05"E	512.84'
L15	S89°52'55"E	77.27'
L16	S33°05'50"E	1011.54'
L17	N90°00'00"E	28.54'
L18	N0°07'19"E	660.15'
L19	S89°35'35"E	659.97'
L20	S0°07'32"W	2339.95'
L21	N0°00'20"W	55.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°06'43"	540.00'	180.13'	N5°10'06"E 179.29'
C2	51°44'15"	460.00'	415.37'	N7°13'42"W 401.41'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41894
ERIC L.
SOSTROM
Date Signed 5/17/22
ARIZONA U.S.A.

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ZONING R3

HAWK'S ASSEMBLAGE

MARICOPA COUNTY, ARIZONA

DRAWING:	5951_ZONING R3.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	5/17/22

Ordinance No. 2022-12
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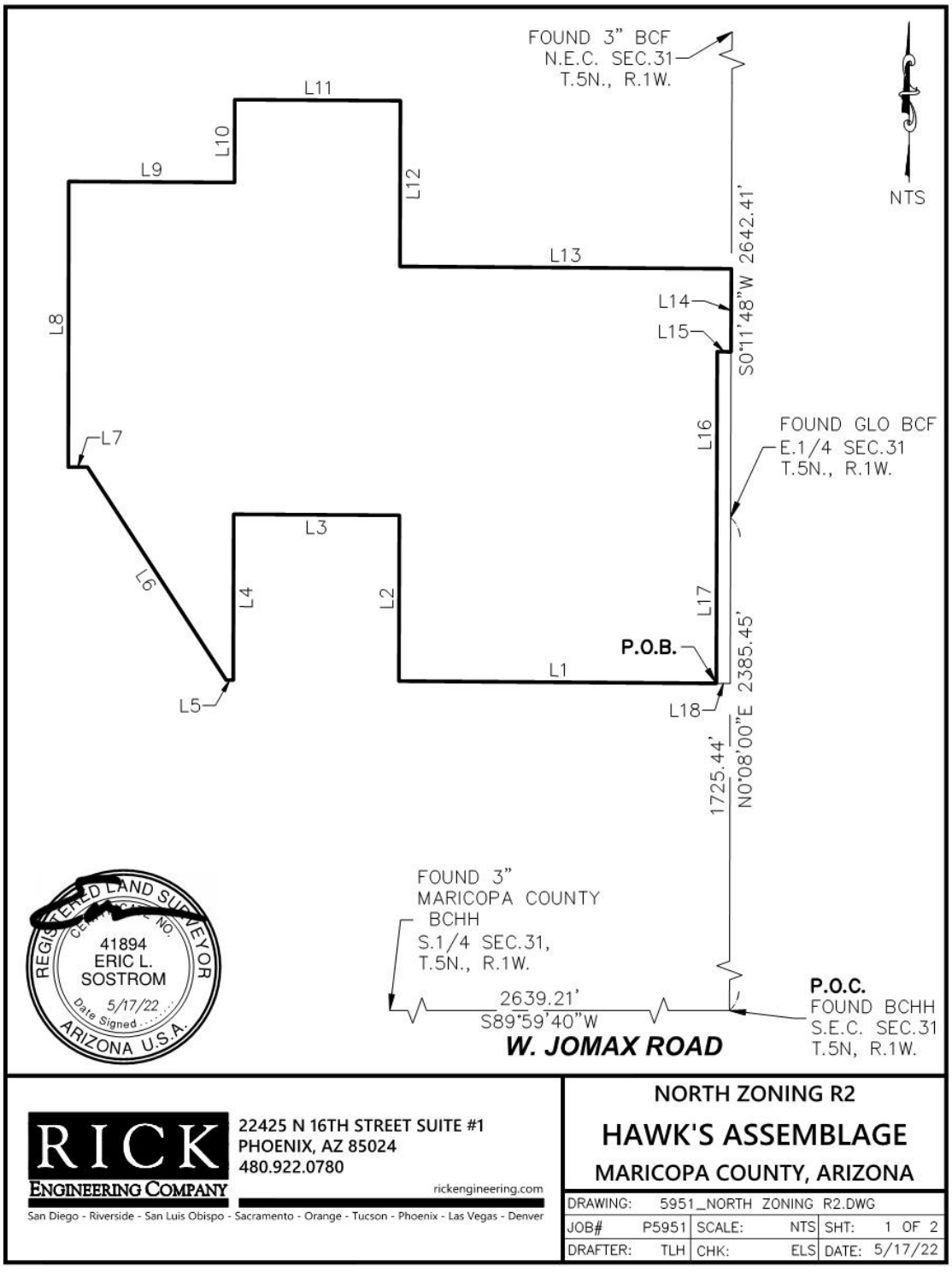
Rev 06/22



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NORTH ZONING R2

HAWK'S ASSEMBLAGE

MARICOPA COUNTY, ARIZONA

DRAWING:	5951_NORTH ZONING R2.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	1 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	5/17/22

Ordinance No. 2022-12
RFLS # 8283
Rev 06/22

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°35'50"W	1264.85'
L2	N0°07'32"E	660.10'
L3	N89°35'35"W	659.97'
L4	S0°07'19"W	660.15'
L5	N90°00'00"W	28.54'
L6	N33°05'50"W	1011.54'
L7	N89°52'55"W	77.27'
L8	N0°07'05"E	1137.60'
L9	S89°36'43"E	660.42'

LINE TABLE		
LINE	DIRECTION	LENGTH
L10	N0°08'16"E	330.14'
L11	S89°37'00"E	660.53'
L12	S0°09'27"W	660.39'
L13	S89°36'26"E	1320.62'
L14	S0°11'48"W	330.30'
L15	N89°36'09"W	55.00'
L16	S0°11'48"W	660.59'
L17	S0°08'00"W	660.01'
L18	N89°35'50"W	55.00'

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NORTH ZONING R2

HAWK'S ASSEMBLAGE

MARICOPA COUNTY, ARIZONA

DRAWING:	5951_NORTH ZONING R2.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	5/17/22

Ordinance No. 2022-12
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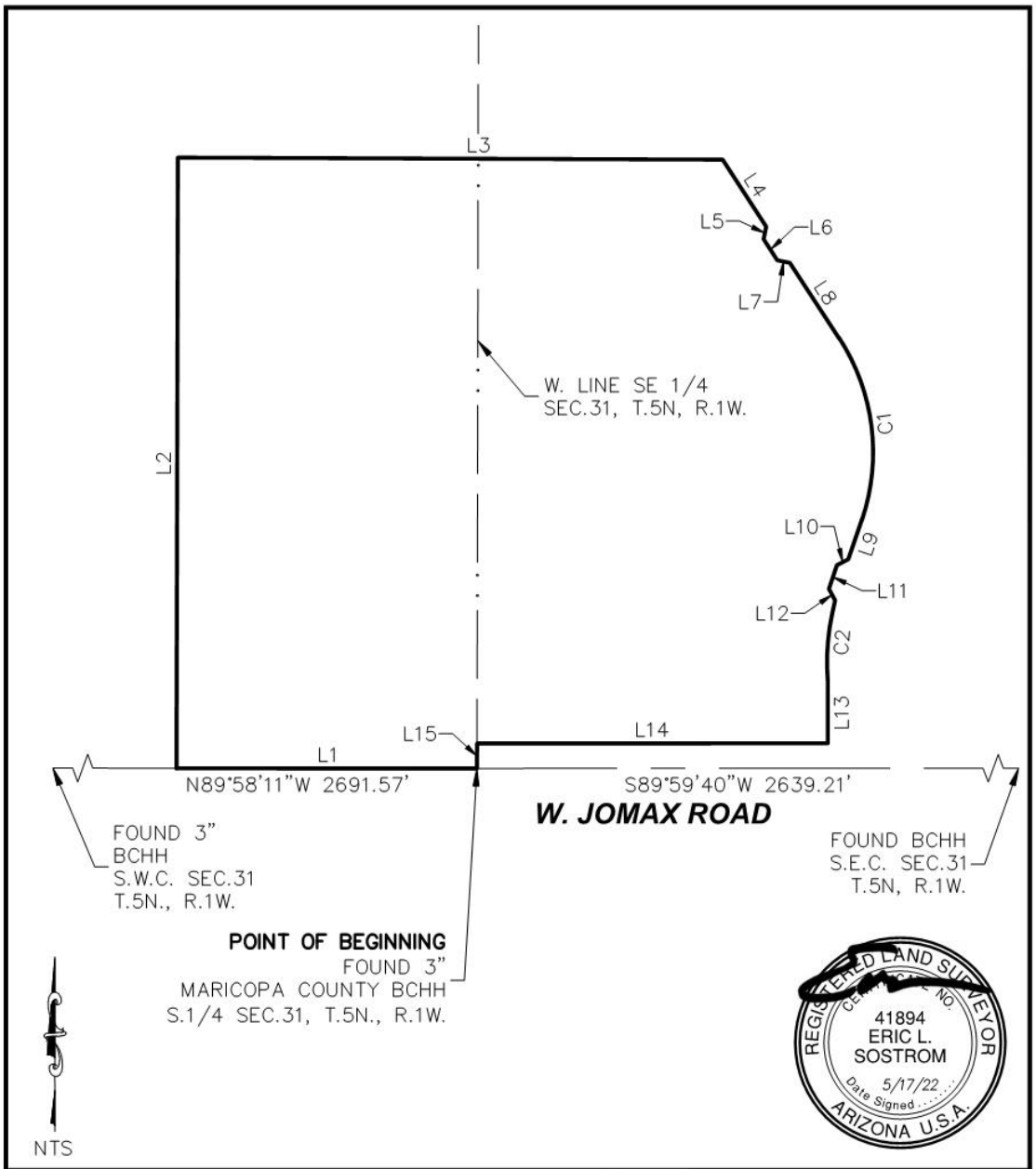

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SOUTH ZONING R2

HAWK'S ASSEMBLAGE

MARICOPA COUNTY, ARIZONA

DRAWING:	5951_SOUTH ZONING R2.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	1 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	5/17/22

Ordinance No. 2022-12
RFLS # 8283
Rev 06/22

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°58'11"W	659.87'
L2	N0°07'06"E	1340.48'
L3	S89°47'55"E	1196.63'
L4	S33°05'50"E	175.50'
L5	S11°54'10"W	28.28'
L6	S33°05'50"E	55.00'
L7	S78°05'50"E	28.28'
L8	S33°05'50"E	197.33'
L9	S18°38'25"W	92.37'
L10	S63°38'25"W	28.28'
L11	S18°21'50"W	55.00'
L12	S27°47'17"E	28.98'
L13	S0°00'20"E	134.93'
L14	S89°59'40"W	770.56'
L15	S0°07'05"W	55.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	51°44'15"	460.00'	415.37'	S7°13'42"E 401.41'
C2	19°06'43"	540.00'	180.13'	S5°10'06"W 179.29'

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SOUTH ZONING R2

HAWK'S ASSEMBLAGE

MARICOPA COUNTY, ARIZONA

DRAWING:	5951_SOUTH ZONING R2.DWG				
JOB#	P5951	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	5/17/22

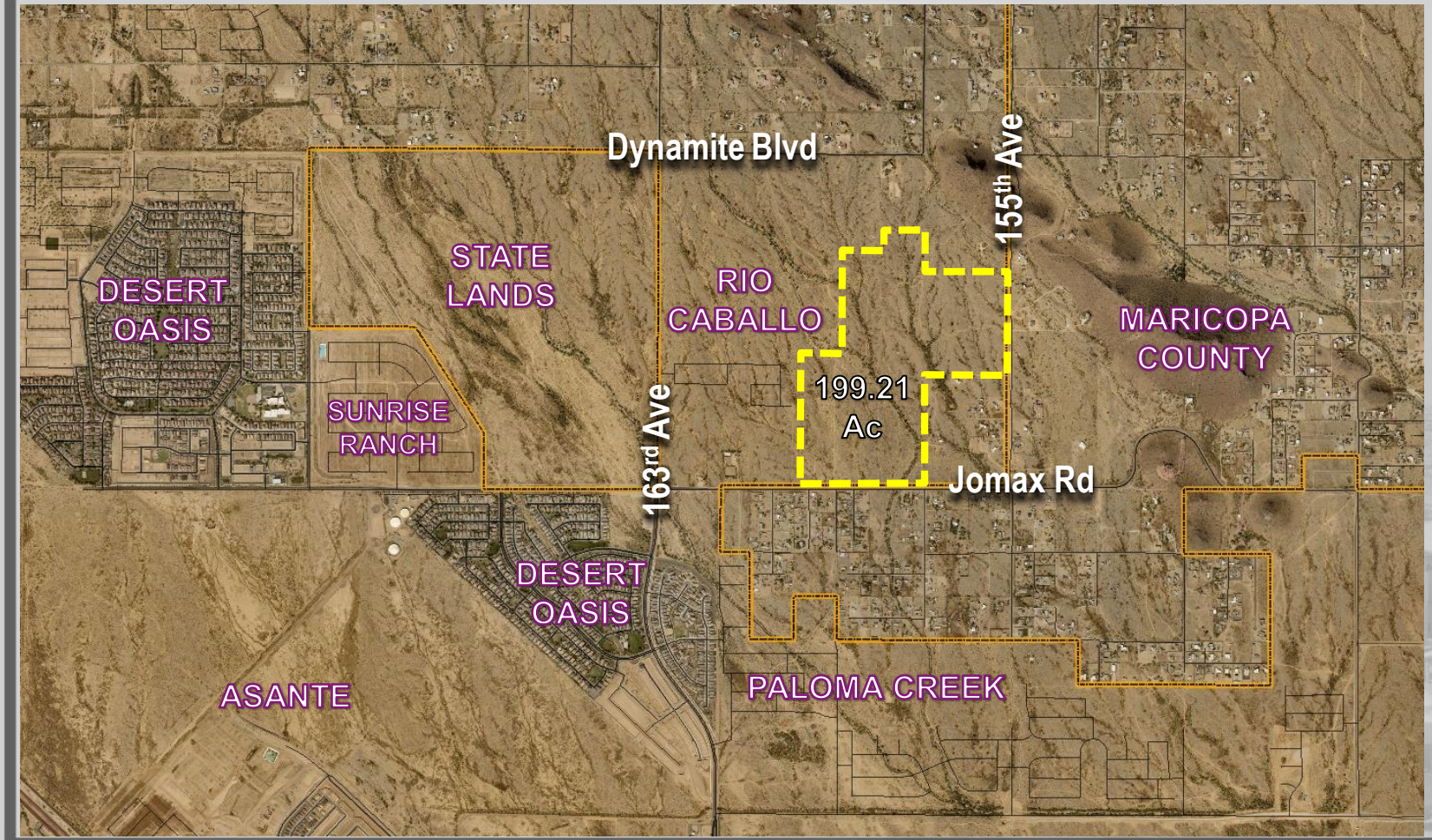
Ordinance No. 2022-12
RFLS # 8283
Rev 06/22

SURPRISE
ARIZONA

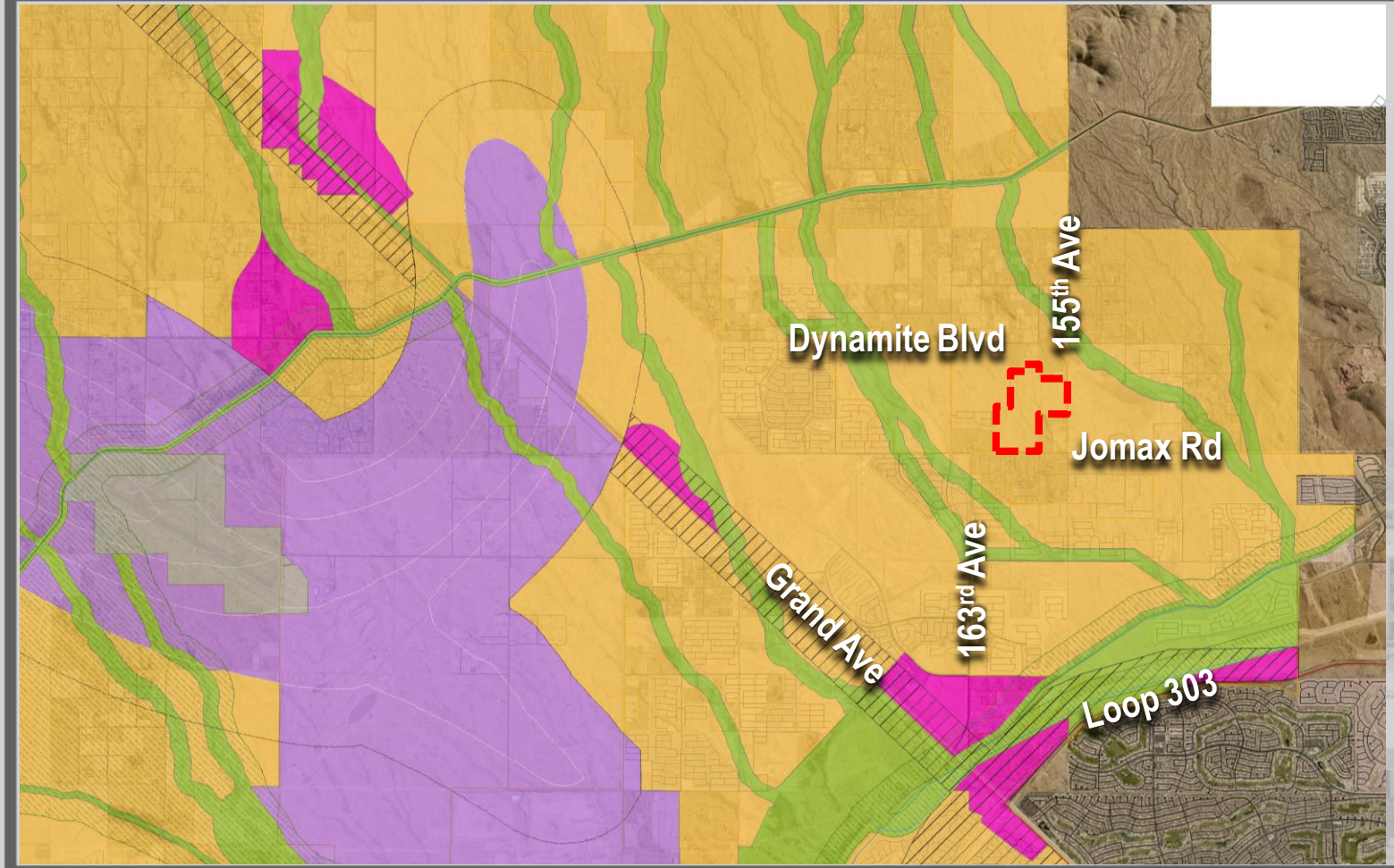
FS21-828
Nobella Rezone

City Council

June 21, 2022

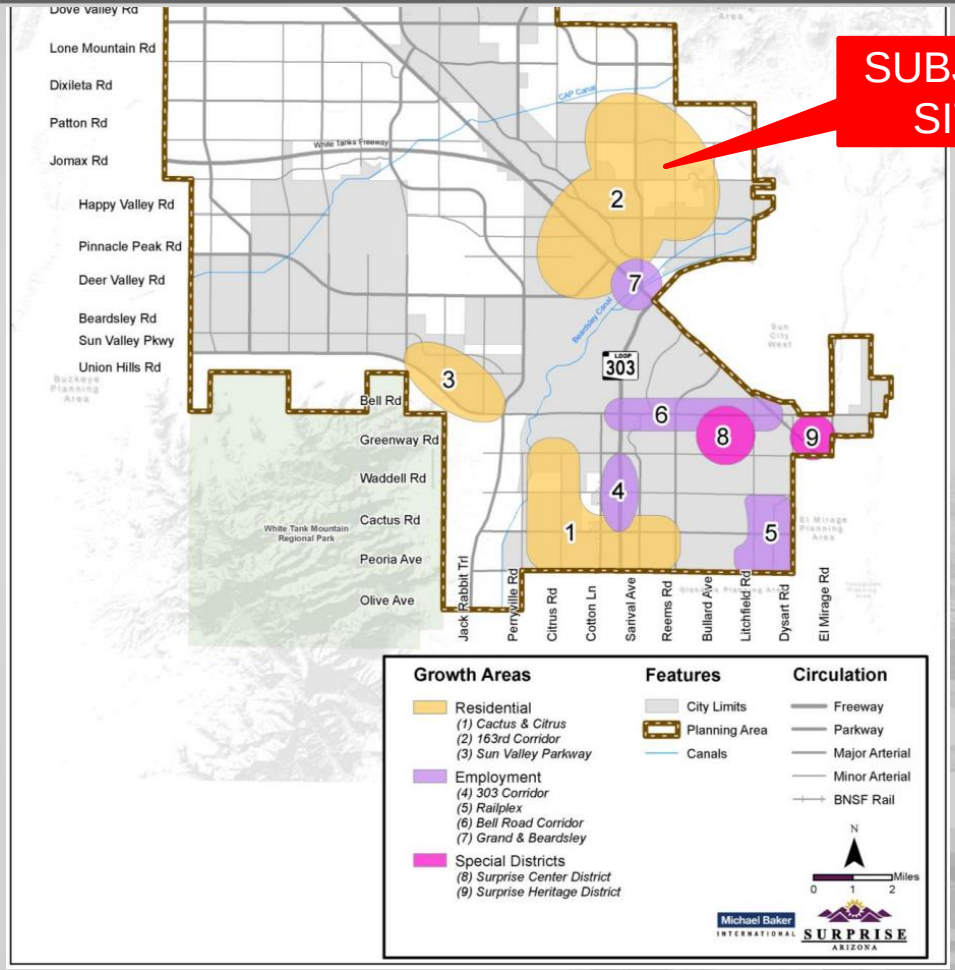


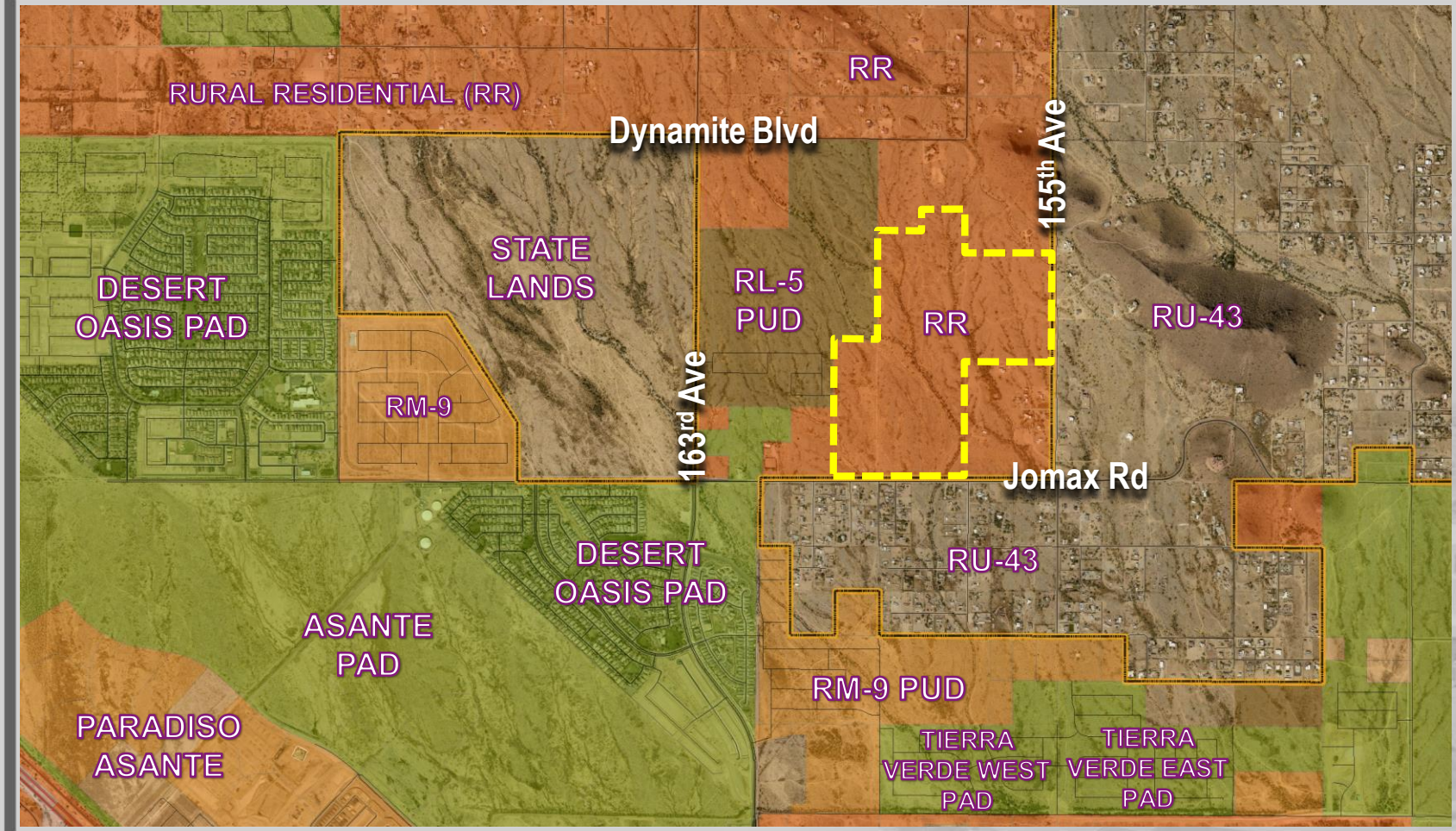
VICINITY MAP



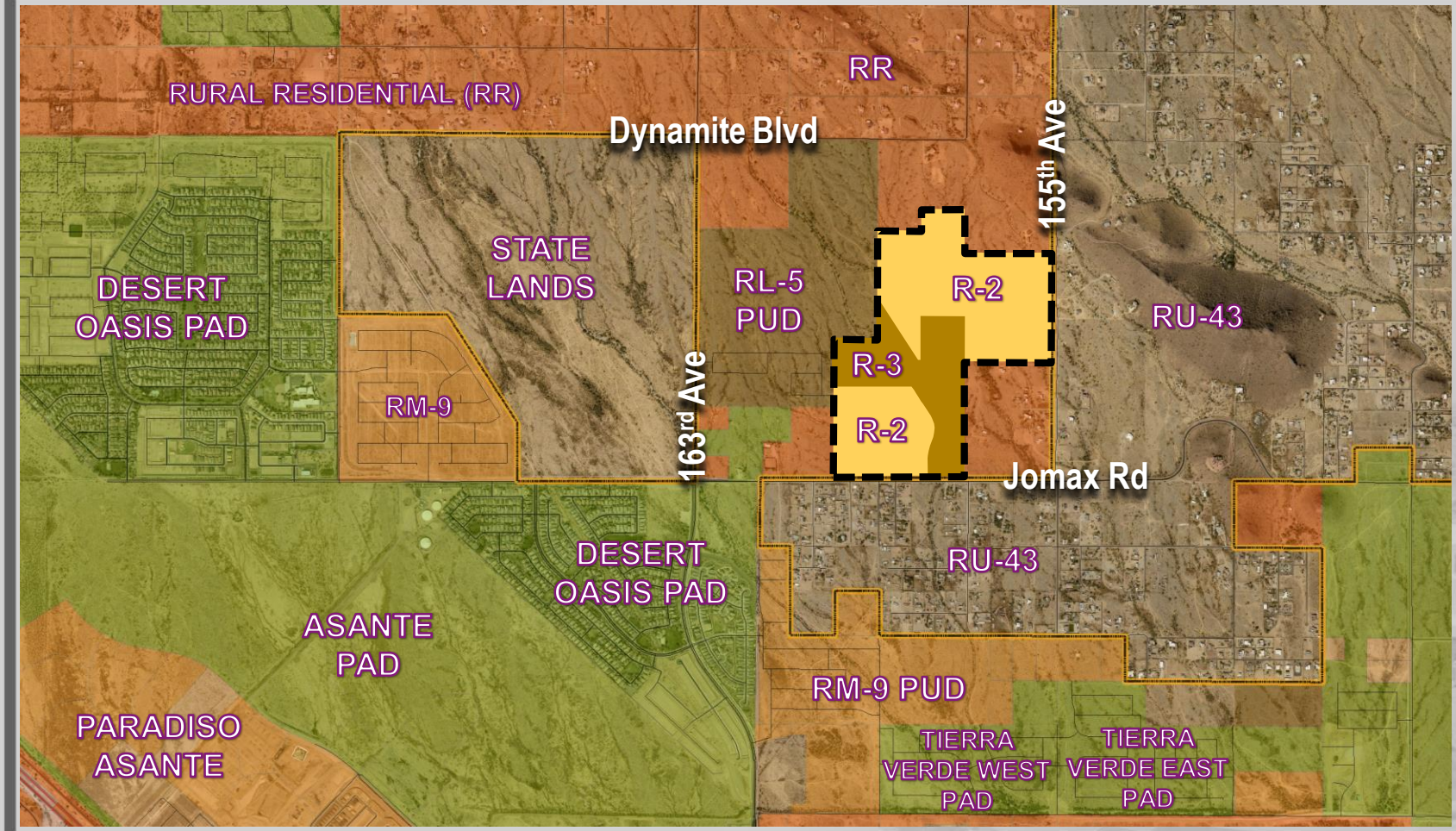
GENERAL PLAN LAND USE

GENERAL PLAN LAND USE

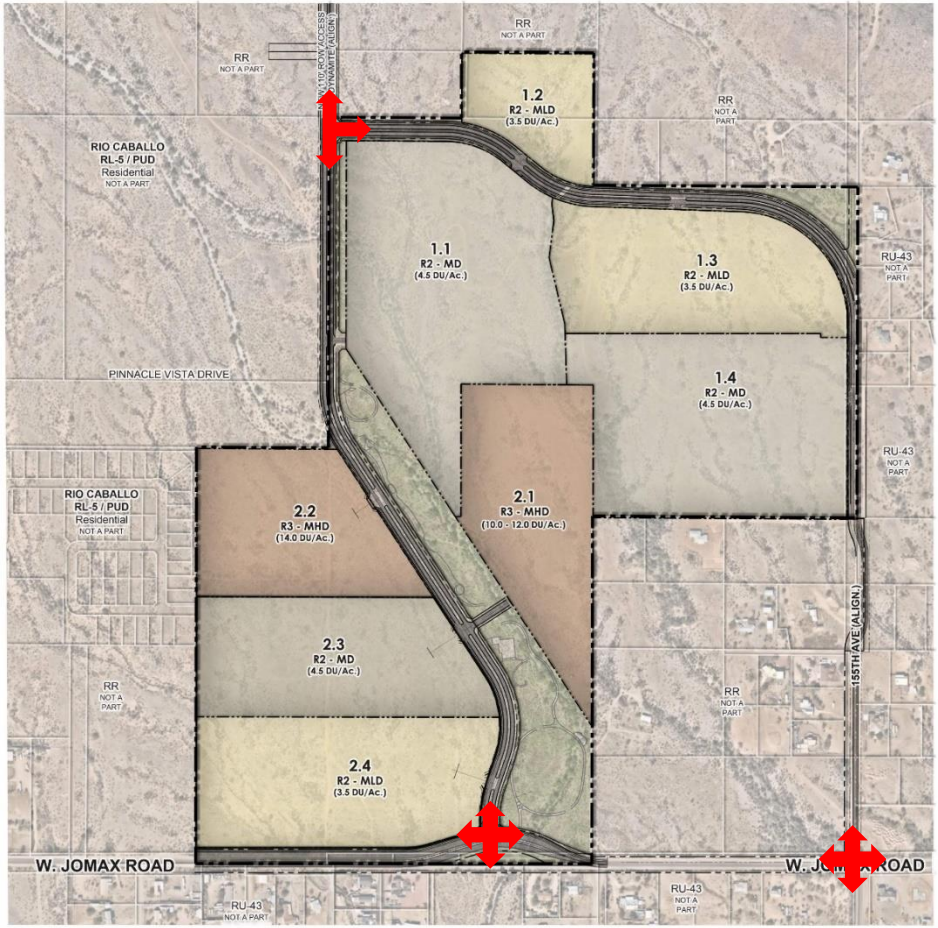




EXISTING ZONING MAP



PROPOSED ZONING MAP



NOBELLA

Surprise, Arizona

CONCEPTUAL LAND USE PLAN

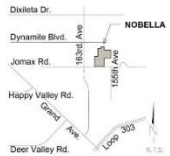
PROJECT DATA

GROSS ACRES	+/- 199.21 Acres
EXISTING CONDITION	UNDEVELOPED DESERT
GENERAL PLAN DESIG.	NEIGHBORHOOD
EXISTING ZONING	RR
PROPOSED ZONING	R-2 (+/- 143.64 Acres)
	R-3 (+/- 55.57 Acres)

LEGEND

R2	MEDIUM / LOW DENSITY	RESIDENTIAL	(3.0 - 4.0 DU/AC.)
R2	MEDIUM DENSITY	RESIDENTIAL	(4.0 - 5.0 DU/AC.)
R3	MEDIUM / HIGH DENSITY	RESIDENTIAL	(6.0 - 8.0 DU/AC.)
R3	MEDIUM HIGH DENSITY	RESIDENTIAL	(12.0 - 14.0 DU/AC.)
	COMMUNITY OPEN SPACE		
	PROJECT BOUNDARY		

VICINITY MAP



SCALE: 1" = 200' - 0"
DATE: 02 / 14 / 2022
PROJECT NUMBER: 1231
FS CASE # FS21-828

DEVELOPER:

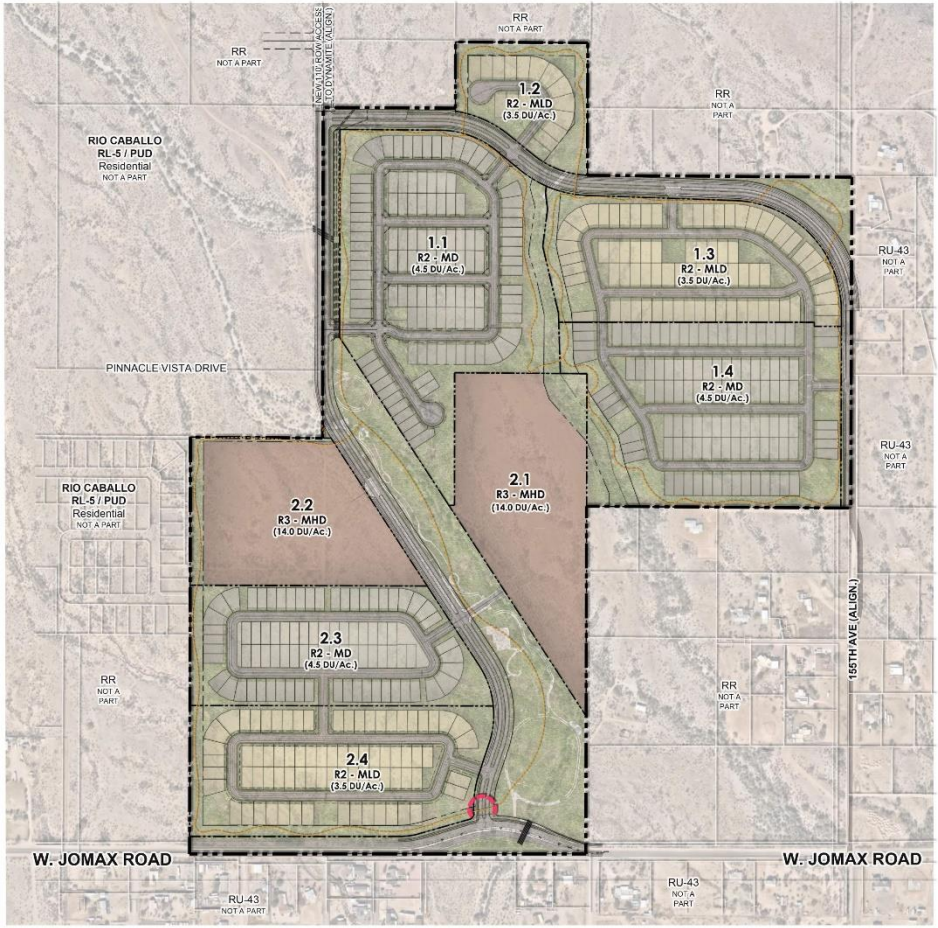
Hines

Brandon Dillingham, Managing Director
2375 E. Camelback Road, Suite 150
Phoenix, Arizona 85016
brandon.dillingham@hines.com
602.385.4000

PLANNER:

Jason N. Hadley, Principal
4026 N. Miller Road, Suite 100
Scottsdale, Arizona 85251
jhadley@scapegoatds.com
480.999.4400

CONCEPTUAL LAND USE



NOBELLA

SURPRISE, ARIZONA

CONCEPTUAL LOTTING PLAN

PROJECT DATA

GROSS ACRES	+/- 199.21 Acres
EXISTING CONDITION	UNDEVELOPED DESERT
GENERAL PLAN DESIG.	NEIGHBORHOOD
EXISTING ZONING	RR
PROPOSED ZONING	R-2 (+/- 138.68 Acres)
	R-3 (+/- 55.57 Acres)

LEGEND

	R2	MEDIUM / LOW DENSITY	RESIDENTIAL	(3.0 - 4.0 DU/AC.)
	R2	MEDIUM DENSITY	RESIDENTIAL	(4.0 - 5.0 DU/AC.)
	R3	MEDIUM / HIGH DENSITY	RESIDENTIAL	(6.0 - 8.0 DU/AC.)
	R3	MEDIUM / HIGH DENSITY	RESIDENTIAL	(12.0 - 14.0 DU/AC.)
		COMMUNITY OPEN SPACE		
		COMMUNITY TRAIL		
		PROJECT BOUNDARY		
		PRIMARY ENTRY		

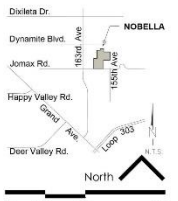
SITE DATA

PARCEL	GROSS AREA (Ac.)	ZONING	LOTS / UNITS PROVIDED	LOT SIZE	DENSITY (DU/Ac.)	O.S. REQUIRED (Ac.)
1.1	31.11	R2 - MD	118	48' X 115'	3.79	6.22
1.2	7.90	R2 - MLD	15	60' X 120'	1.90	1.58
1.3	18.77	R2 - MLD	76	53' X 120'	4.05	3.75
1.4	25.34	R2 - MD	111	48' X 115'	4.38	5.07
TOTAL	83.12 Ac.		320		3.85 DU/Ac.	16.62 Ac.
2.1	18.28	R3 - MHD	180	- -	9.85	.62
2.2	16.97	R3 - MHD	238	- -	14.00	.82
2.3	19.08	R2 - MD	82	48' X 115'	4.30	3.82
2.4	21.95	R2 - MLD	77	60' X 120' 53' X 115'	3.51	4.39
TOTAL	76.28 Ac.		577		7.56 DU/Ac.	9.65 Ac.
R-2	124.15		479		3.86 DU/Ac.	24.83
R-3	35.25		418		11.86 DU/Ac.	1.44
TOTAL	159.40 Ac.		897		5.63 DU/Ac.	26.27 Ac.

GROSS DENSITY	
ROW	19.91
O.S	19.90
TOTAL	199.21 Ac.

TOTAL	199.21 Ac.	R2 / R3	897	4.50 DU/Ac.

VICINITY MAP



SCALE: 1" = 200' - 0"
DATE: 02 / 16 / 2022
PROJECT NUMBER: 1231
CASE FILE: CR-21-453

DEVELOPER:

Hines

Brandon Dillingham, Managing Director
2375 E. Camelback Road, Suite 150
Phoenix, Arizona 85016
brandon.dillingham@hines.com
602.385.4000

PLANNER:

SCAPEGOAT

Jason N. Hadley, Principal
4026 N. Miller Road, Suite 100
Scottsdale, Arizona 85251
jhadley@scapegoatds.com
480.999.4400

CONCEPTUAL LOTTING

NOBELLA

SURPRISE, ARIZONA

CONCEPTUAL OPEN SPACE PLAN

PROJECT DATA

GROSS ACRES	+/- 199.21 Acres
EXISTING CONDITION	UNDEVELOPED DESERT
GENERAL PLAN DESIG.	NEIGHBORHOOD
EXISTING ZONING	RR
PROPOSED ZONING	R-2 (+/- 138.68 Acres) R-3 (+/- 55.57 Acres)

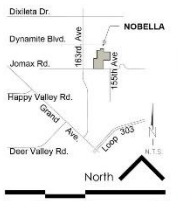
LEGEND

COMMUNITY OPEN SPACE
COMMUNITY TRAIL
PROJECT BOUNDARY

SITE DATA

PARCEL	GROSS AREA (Ac.)	ZONING	O.S. REQUIRED	O.S. REQUIRED (Ac.)	O.S PROVIDED (Ac.)	O.S. PROVIDED (%)
1.1	31.11	R2 - MD	20%	6.22	7.51	24%
1.2	7.90	R2 - MLD	20%	1.58	4.07	52%
1.3	18.77	R2 - MLD	20%	3.75	3.47	19%
1.4	25.34	R2 - MD	20%	5.07	5.57	22%
TOTAL	**83.12 Ac.**			16.62 Ac.	**20.56 Ac.**	**24%**
2.1	18.28	R3 - MHD	(150 S.F./DU)	.62	2.80	- -
2.2	16.97	R3 - MHD	(150 S.F./DU)	.82	10.70	- -
2.3	19.08	R2 - MD	20%	3.82	4.68	25%
2.4	21.93	R2 - MLD	20%	4.39	6.61	30%
TOTAL	**76.28 Ac.**			9.65 Ac.	**24.79 Ac.**	**32%**
R-2	124.15		20%	24.83	31.85	26%
R-3	35.25		(150 S.F./DU)	1.44	13.50	- -
TOTAL	**159.40 Ac.**			26.27 Ac.	**45.35 Ac.**	**28%**
ROW	19.91					
O.S	19.90				19.90	
TOTAL	**199.21 Ac.**	R2 / R3		26.27 Ac.	**65.25 Ac.**	**32%**

VICINITY MAP



SCALE: 1" = 200' - 0"
DATE: 02 / 16 / 2022
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CASE FILE: CR-21-453

DEVELOPER:

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PLANNER:

SCAPEGOAT

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480.999.4400

CONCEPTUAL OPEN SPACE

OUTREACH

Neighborhood Meeting: May 4, 2022

- Concerns:
  - Traffic
  - Density
  - Drainage
  - Adjacency to/ impact on nearby rural residential
  - Infrastructure

Outside Agencies Review

- Applicant will continue to work with City & MCDOT on roadway improvement solutions

RECOMMENDATION

Commission voted 5-2 to recommend approval subject to stipulations ‘a’ – ‘h’.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

STIPULATIONS

a. Development and use of the site shall be consistent with the rezone narrative entitled “Rezoning Narrative Nobella”, prepared by Berry Riddell LLC dated April 18, 2022.

b. Volume 2 of the City-coordinated SPA 2 North Water Master Plan will need to be complete prior to the approval of any preliminary plats. The results of this master plan will inform the water requirements of the Nobella project and any necessary modifications to the project master plan.

c. The recommendations and requirements within the SPA 2 North Water Master Plan will need to be documented within a development agreement specific to the property. The development agreement will need to precede or accompany the preliminary plat on the City Council agenda.

d. Applicant must submit proof of payment for sewer treatment capacity with final plat submittals.

STIPULATIONS

e. Applicant shall pay to the City with its application for approval of a final subdivision plat within the Project the applicable Interceptor Buy-In Fee required by the SPA 2 Sewer Interceptor Agreement (MCR 20090350621). The applicable fee shall be calculated by the City at the time application for final plat approval is made and payment of the fee shall be a condition for approval and recordation of the plat.

f. As a condition of Preliminary Plat approval, the master developer will be responsible for finalizing the details of the required right-of-way and roadway infrastructure improvements needed for Jomax Road, 159th Avenue, and 155th Avenue. These details must include right-of-way widths, and roadway classifications, and must be agreeable to both the City of Surprise and the Maricopa County Department of Transportation (MCDOT). The master developer will also work with the City and Maricopa County to complete any annexations necessary for dedication and construction of these roadways and related infrastructure.

g. The subject rezoning is conditioned upon and will not become effective until a final plat has been approved by the City Council and recorded that creates parcel boundaries that match the zoning boundaries created by the rezoning.

h. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Leslie Carnie
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to adoption of a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to amend the parking requirements for Warehouse/Distribution land use; Ordinance #2022-16.

Motion:
I move to approve Ordinance #2022-16.

Background:
Upon review of the LDO as adopted in 2021, it was determined that the current parking requirements for the Warehouse/Distribution land use are more restrictive than those for surrounding cities. The proposed amendment to the LDO would make the LDO requirements more consistent with conventional parking standards found in other cities.

Objective Analysis:
The proposed Zoning Text Amendment will provide less restrictive parking requirements for the Warehouse/Distribution land-use. The proposed changes are consistent with conventional parking standards.

Policy Compliant:
This Zoning Text Amendment is consistent with, and will help implement, the Surprise General Plan 2035.

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

Budget Impact:
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 – FS22-0555 LDO ZTA for Warehouse Parking – Staff Report
2. 01 – F22-0555 LDO ZTA Warehouse Parking– Leg. Edit
3. 02 - FS22-0555 LDO ZTA for Warehouse Parking - Narrative
4. 03 – FS22-0555 ZTA for LDO Warehouse Parking – Citizen Participation
5. 04 – FS22-0555 Warehouse Parking – Legal Ad
6. FS22-0555 LDO ZTA Warehouse Parking- Presentation CC
7. EVR Ord 2022-16 ZTA to LDO re Warehouse Parking Requirement - FINAL

SURPRISE
ARIZONA

ZONING TEXT AMENDMENT

REPORT TO CITY COUNCIL

Case:	**FS22-0555**
Project Name:	Zoning Text Amendment for Process Changes
Council District:	Citywide
Meeting Date:	**June 21, 2022**
Planner:	Leslie Carnie

Applicant:	City of Surprise
Request:	Zoning Text Amendment to the Surprise Land Development Ordinances to modify the parking requirements for the Warehouse/Distribution land use.
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	Members of the community who participated in the outreach meeting support the amendment.
Commission Recommendation:	As of the writing of this staff report, this item has not gone before the Planning & Zoning Commission. It is scheduled for the June 2, 2022 Planning & Zoning Commission meeting, after which the Commission's recommendation will be incorporated into the presentation for City Council.

PROJECT DESCRIPTION:

The City has initiated this Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) in an effort to make the parking requirements for the Warehouse/Distribution more consistent with conventional parking standards.

BACKGROUND:

Upon review of the current LDO adopted in 2021, it was determined that the requirements for the Warehouse/Distribution parking are more restrictive than those in surrounding cities. This amendment would alleviate the restrictive requirements and allow them to be more conducive to common parking standards.

ANALYSIS AND DISCUSSION:

Recent developer concerns regarding the current parking requirements for the Warehouse/Distribution land use, prompted staff to conduct a study of the parking requirements in surrounding jurisdictions. In doing so, staff found that the requirements set forth in the LDO are far more restrictive than those of other cities. Currently, the requirement in the LDO for the Warehouse/Distribution land use is 1 space per 600 sf of Gross Floor Area (GFA).

The following are examples of the Warehouse/Distribution parking requirement in neighboring cities:

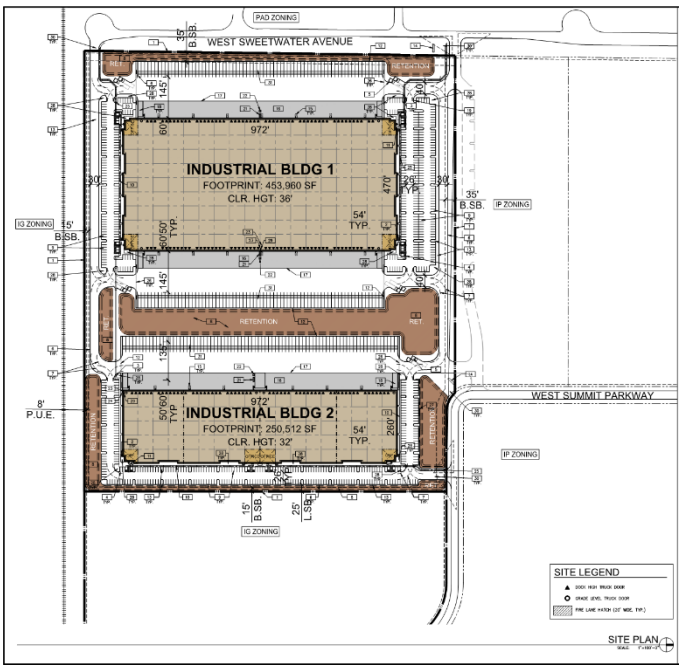
- **City of Goodyear**
  - Warehouse or Distribution Facility: 1 space per 1,000 sf GFA (for the first 10,000 sf) plus 1 space per 5,000 sf GFA (remaining sf) plus 1 space per 300 sf of Office area.

- **City of Avondale**
  - Warehousing and Storage: 1 space per 500 sf GFA (for the first 10,000 sf) plus 1 space per 5,000 sf GFA (remaining sf) and Maximum spaces allowed 1 space per 300 sf GFA (for the first 10,000 sf) plus 1 space per 3,000 sf GFA (remaining sf)

- **City of Chandler**
  - Warehousing: 1 space per 500 sf GFA (for the first 10,000 sf) plus 1 space per 5,000 sf GFA (remaining sf) plus 1 space per 250 sf of Office GFA.

This zoning text amendment would change the Warehouse/Distribution parking requirements to **1 per 1,000 sf GFA (for first 10,000 sf) plus 1 per 5,000 sf GFA plus 1 per 250 sf of Office GFA.** Below is a comparison of both the current and proposed parking standards using a current project undergoing a Site Plan review.

PARKING REQUIREMENTS	SPACES
Current: 1 space per 600 sf GFA	1174
Proposed: 1 per 1,000 sf GFA (for first 10,000 sf) plus 1 per 5,000 sf GFA plus 1 per 250 sf GFA (office)	550



The necessary revisions to the LDO to achieve these changes are outlined below:

Table 107-4c Parking Standards	
Uses	Min Off-street Parking spaces
Feed and Tack Sales	1 per 400 sf GFA
Fleet-Based Services	TBD by Parking Study with Site Plan
Food Manufacturing & Processing	1 per 1,500 sf GFA
Freight Depot/Distribution Center	1 per 1,500 sf GFA
Grain Processing; including Milling, Drying, Storage	1 per 1,500 sf GFA
Laundry, Dry Cleaning: Bulk Operation (Pick-Up & Delivery)	1 per 1,500 sf GFA
Machine Shop, Welding Shop	1 per 1,000 sf GFA
Manufacturing and Fabrication	1 per 1,500 sf GFA
Manufactured Home Portable Buildings, Oversized and Recreational (RV) Vehicles Sales and Service	1 per 375 sf GFA of sales and service building
Mining and Mineral Extraction	1 per 300 sf GFA of office and covered sales areas plus ancillary uses
Plant Nursery (Growing Facility & Wholesale)	1 per 1,000 sf growing area plus 1 per 400 sf GFA of sales and service building
Printing Plant (commercial scale)	TBD by Parking Study with Site Plan
Recycling, Collection Facility	TBD by Parking Study with Site Plan
Recycling, Processing Facility	TBD by Parking Study with Site Plan
Research Facility – Laboratory and Testing Facility	1 per 1,500 sf GFA
Sand and Gravel Operation	1 per 300 sf GFA of office and covered sales areas plus ancillary uses
Sanitary Landfill, Solid Waste Facility	TBD by Parking Study with Site Plan
Stone Product Curing, Fabrication	1 per 1,500 sf GFA
Taxidermist	TBD by Parking Study with Site Plan
Tile, Roofing & Waterproofing Production	1 per 1,500 sf GFA
Truck Stop (full service & repair permitted)	1 per 500 sf GFA , including service bays and retail areas
Vehicle Towing & Impound Lot	1 per 300 sf GFA of sales and service building
Warehouse/Distribution	~~1 per 600 sf GFA~~ 1 per 1,000 sf GFA (for first 10,000 sf) plus 1 per 5,000 sf GFA (remaining sf) plus 1 per 250 sf GFA for Office area (shell buildings to be calculated at 15%)
Water Aquafer Recharge/Storage Facility	TBD by Parking Study with Site Plan

CITIZEN PARTICIPATION:

A community outreach meeting was held at City Hall on May 11, 2021 at 6 p.m. with virtual attendance available via WebEx. There were two members of the public in attendance, one in person and one WebEx. Both participants were in support of the proposed amendments.

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The subject request is consistent with the Surprise General Plan 2035.

SUMMARY:

This proposed Zoning Text Amendment to the Land Development Ordinances (LDO) will change the parking requirements for the Warehouse/Distribution land use from 1 space per 600 sf GFA to 1 per 1,000 sf GFA (for first 10,000 sf) plus 1 per 5,000 sf GFA plus 1 per 250 sf of Office GFA.

COMMISSION RECOMMENDATION:

As of the writing of this staff report, this item has not gone before the Planning & Zoning Commission. It is scheduled for the June 2, 2022 Planning & Zoning Commission meeting, after which the Commission's recommendation will be incorporated into the presentation for City Council.

Attachments:

00 Staff Report
01 ZTA Legislative Edit
02 Narrative
03 Citizen Participation Report
04 Legal Advertisement
05 Ordinance 2022-16
PPT

Table 107-4c Parking Standards	
Uses	Min Off-street Parking spaces
Feed and Tack Sales	1 per 400 sf GFA
Fleet-Based Services	TBD by Parking Study with Site Plan
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Freight Depot/Distribution Center	1 per 1,500 sf GFA
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Taxidermist	TBD by Parking Study with Site Plan
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Vehicle Towing & Impound Lot	1 per 300 sf GFA of sales and service building
Warehouse/Distribution	~~1 per 600 sf GFA~~ 1 per 1,000 sf GFA (for first 10,000 sf) plus 1 per 5,000 sf GFA (remaining sf) plus 1 per 250 sf GFA for Office area (shell buildings to be calculated at 15%)
Water Aquafer Recharge/Storage Facility	TBD by Parking Study with Site Plan

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Land Development Ordinance Zoning Text Amendment

Narrative – FS22-0555

PROJECT DESCRIPTION

The City has initiated this Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO). In an effort to make the parking requirements more consistent with conventional parking standards, this proposal would alter the parking requirements for the Warehouse/Distribution land use.

Currently, the parking requirement for Warehouse/Distribution is 1 space per 600 sf of Gross Floor Area (GFA). This amendment would change that requirement to 1 per 1,000 sf GFA (for first 10,000 sf), plus 1 per 5,000 sf GFA (for the remaining sf), plus 1 per 250 sf of Office GFA.

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·3000

Citizen Participation Report

Land Development Ordinance Zoning Text Amendment

May 11, 2022 – FS22-0555

PROJECT DESCRIPTION

The City has initiated this Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO). In an effort to make the parking requirements more consistent with conventional parking standards, this proposal would alter the parking requirements for the Warehouse/Distribution land use.

ADVERTISING

The meeting was advertised in the Surprise Independent on Wednesday, May 04, 2021 and the Daily News Sun on Wednesday, April 27, 2021.

MEETING DESCRIPTION

The meeting was held at City Hall on May 11, 2021 at 6 p.m. with virtual attendance available via WebEx.

ATTENDANCE

There were two members of the public in attendance via WebEx or in-person during the duration of the meeting. They were both in support of this amendment.

INDEPENDENT
NEWSMEDIA
17220 N. Boswell Blvd., Ste. 230, Sun City, AZ 85373 • 623-972-6101

State of Arizona:

County of Maricopa:

Affidavit of Publication

I Charlene Bisson, Arizona group publisher of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Daily Independent is a newspaper which is published daily, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue (s)
04/27/22, 05/04/22

Sworn to and subscribed before me this 4th Day of May, A.D., 2022

TERRI L RODGERS
Notary Public, State of Arizona
Maricopa County
Commission # 588644
My Commission Expires
September 26, 2024

Ad Caption: FS22-0555
Ad Number: 535699
Total Cost:$384.00

Public Notice | Public Notice | Public Notice | Public Notice | Public Notice | Public Notice | Public Notice | Public Notice

ZONING TEXT AMENDMENT
NEIGHBORHOOD MEETING

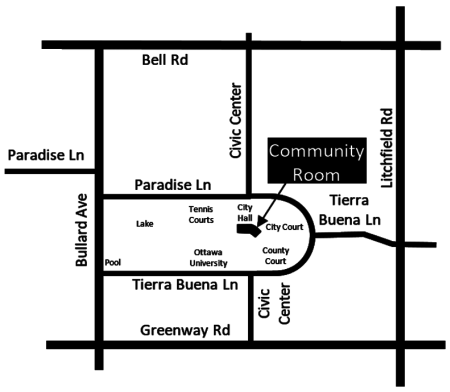
Please be advised that the City of Surprise will host a Neighborhood Meeting to discuss the Zoning Text Amendment (ZTA) to the Land Development Ordinances (LDO) referenced below. This meeting will be conducted virtually and in-person. Any member of the public may participate in the conversation as it pertains to this project, via phone or computer, by utilizing the access information provided under meeting details or attending in person. According to Surprise Municipal Code, we are required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions.

Applicant: City of Surprise
City of Surprise Planner: Leslie Carnie; 623-222-3153; leslie.carnie@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE: Wednesday, May 11, 2022
TIME: 6:00 PM
PHYSICAL LOCATION: City of Surprise
Community Room
16000 N. Civic Center Plaza
Surprise, AZ 85374

MEETING LOCATION



Join from the meeting link
https://surpriseaz.webex.com/surpriseaz/j.php?MTID=mebd52818ec5a7fe9baf266e5417289e3

Join by meeting number
Meeting number (access code): 2485 506 4915
Meeting password: NMzfp4itU57

Join by phone
+1-408-418-9388 United States Toll
+1-602-666-0783 United States Toll (Phoenix)

PROJECT DESCRIPTION:

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to amend the parking requirements for Warehouse/Distribution use, Case # FS22-0555.

Publish: Daily Independent, April 27, 2022, Surprise Independent, May 4, 2022/535699

ARTICLES OF ORGANIZATION

OF LIMITED LIABILITY COMPANY

ENTITY INFORMATION

ENTITY NAME:	YOUNG CHRISTIAN ACHIEVER SOCIETY LLC
ENTITY ID:	23353740
ENTITY TYPE:	Domestic LLC
EFFECTIVE DATE:	03/29/2022
CHARACTER OF BUSINESS:	Honors Society
MANAGEMENT STRUCTURE:	Member-Managed
PERIOD OF DURATION:	Perpetual
PROFESSIONAL SERVICES:	N/A

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME:	Douglas Doran
PHYSICAL ADDRESS:	17130 W Desert LN, SURPRISE, AZ 85388
MAILING ADDRESS:	17130 W Desert LN, SURPRISE, AZ 85388

PRINCIPAL ADDRESS

Att: Douglas Doran, 17130 W Desert LN, SURPRISE, AZ 85388

PRINCIPALS

Member: Douglas Doran - 17130 W Desert LN, SURPRISE, AZ, 85388, USA - douglasvdoran@gmail.com - Date of Taking Office: 03/29/2022

ORGANIZERS

Douglas Doran: 17130 W Desert LN, SURPRISE, AZ, 85388, USA, douglasvdoran@gmail.com

SIGNATURES

Organizer: Douglas Doran - 03/29/2022

Publish: Daily Independent, April 13, 20, 27, 2022/533230

Notice to Creditors

David Spring 3430 Crocus Ct. Westfield, IN 46074 email: robertalaneestate@gmail.com [x] Representing Self (No Attorney) Registrar In the Matter of the Estate of Roberta A. Lane [x] an Adult Maricopa County, AZ, deceased NOTICE IS GIVEN THAT: 1. David Spring Personal Representative of Trust on 12 August 2021 2. DEADLINE TO MAKE CLAIMS. All persons having claims against the Estate are required to submit their claims within four months after the date of the first publication of this Notice or the claims will be forever barred. 3. NOTICE OF CLAIMS: Claims must be presented by mailing a written statement or emailing statement of the claim to David Spring 3430 Crocus Ct. Westfield, IN 46074 or email: robertalaneestate@gmail.com DATED this 12 day of April 2022.

Publish: Daily Independent, April 13, 20, 27, 2022/533143

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ARIZONA DEPARTMENT OF TRANSPORTATION

ADVERTISEMENT FOR BIDS

BID OPENING: FRIDAY, JUNE 24, 2022, AT 11:00 A.M. (M.S.T.)

TRACS NO:	060 GI 247 F0352 01C
PROJECT NO:	060-D(222)T
TERMINI:	PHOENIX – GLOBE HWY (US 60)
LOCATION:	US 60; NORTH CHERRY AVE. TO RADANOVICH BLVD.

The amount programmed for this contract is $318,000. The location and description of the proposed work are as follows:

The proposed project is located in Gila County on US 60 from mile post 247.6 to 247.8 between Claypool and Globe in the vicinity of the Central Heights–Midland City area. The proposed work involves the installation of roadway lighting and associated electrical equipment, retrofitting intersection lighting, and providing connection to APS electrical service west of Radanovich Blvd.

Project plans, special provisions, and proposal pamphlets, as electronic files, are available free of charge from the Contracts and Specifications website.

For information in an alternative language contact: 602-712-7221.

Para informacion en Espanol contacte: 602-712-7221.

Publish: Daily Independent, April 27, May 4, 2022/535925

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Public Notice Public Notice Public Notice Public Notice Public Notice Public Notice Public Notice Public Notice

DEVELOPMENT PROJECT
NEIGHBORHOOD MEETING

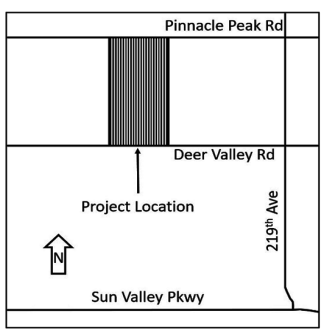
Please be advised that RVi Planning and Landscape Architecture, on behalf of Triangle Partners, LLC, will host a Neighborhood Meeting to discuss the project referenced below. This meeting will be conducted virtually and in-person. Any member of the public may participate in the conversation as it pertains to this project, via phone or computer, by utilizing the access information provided under meeting details or attending in person. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of this meeting, however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

Applicant: Kyle Barichello, RVi, 480.586.2358, kbarichello@rviplanning.com
City of Surprise Planner: Trever Fleetham, 623.222.3156, trever.fleetham@surpriseaz.gov

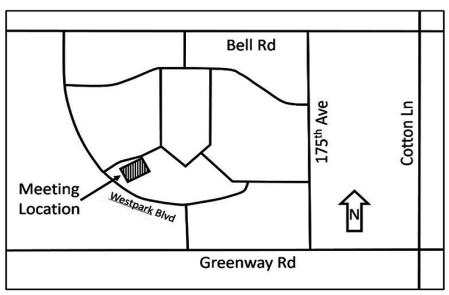
NEIGHBORHOOD MEETING DETAILS

DATE:	Wednesday, May 25, 2022
TIME:	6:00 PM
LOCATION:	Western Peaks Elementary School – Media Center 18063 W Surprise Farms Loop S, Surprise, AZ 85388
ONLINE ACCESS:	https://bit.ly/3LzRfIN
MEETING ID:	873 5007 2946
PASSCODE:	472857
CALL IN:	1-669-900-6833

PROJECT LOCATION



MEETING LOCATION



PROJECT DESCRIPTION:

A Rezone of approximately 320 gross acres generally located west of 225th Avenue and north of Deer Valley Road from Rural Residential (RR) to Residential Low Density (R-1), Residential High Density (R-3), and Community Commercial (C-2). Case # FS22-0344.

Publish: Surprise Independent, May 4, 2022, Daily Independent, May 6, 2022/536518

ZONING TEXT AMENDMENT
NEIGHBORHOOD MEETING

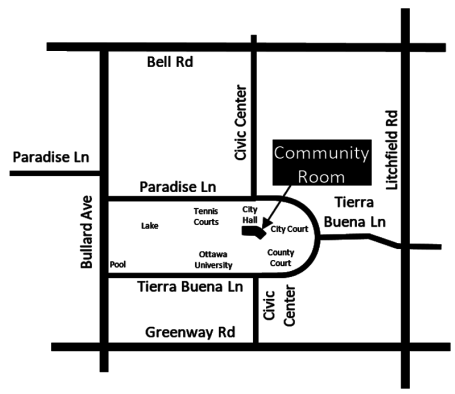
Please be advised that the City of Surprise will host a Neighborhood Meeting to discuss the Zoning Text Amendment (ZTA) to the Land Development Ordinances (LDO) referenced below. This meeting will be conducted virtually and in-person. Any member of the public may participate in the conversation as it pertains to this project, via phone or computer, by utilizing the access information provided under meeting details or attending in person. According to Surprise Municipal Code, we are required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions.

Applicant: City of Surprise
City of Surprise Planner: Leslie Carnie; 623-222-3153; leslie.carnie@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE:	Wednesday, May 11, 2022
TIME:	6:00 PM
PHYSICAL LOCATION:	City of Surprise Community Room 16000 N. Civic Center Plaza Surprise, AZ 85374

MEETING LOCATION



Join from the meeting link
https://surpriseaz.webex.com/surpriseaz/j.php?MTID=mebd52818ec5a7fe9baf266e5417289e3

Join by meeting number	Join by phone
Meeting number (access code): 2485 506 4915	+1-408-418-9388 United States Toll
Meeting password: NMzfp4itU57	+1-602-666-0783 United States Toll (Phoenix)

PROJECT DESCRIPTION:

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to amend the parking requirements for Warehouse/Distribution use, Case # FS22-0555.

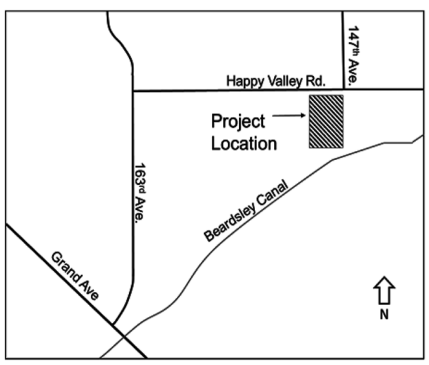
Publish: Daily Independent, April 27, 2022, Surprise Independent, May 4, 2022/535699

CITY OF SURPRISE
PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and the City Council will hold Public Hearings at the request of Joe Walsh, relating to the proposed rezone of 57.8 gross acres from Rural Residential (RR) zoning to High Density Residential (R-3) (case FS22-0101).

APNs: 503-69-003E & 503-69-003F

Project Location:



Planning and Zoning Commission

Date: May 19, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council

Date: June 21, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

At these meetings any member of the public may appear and be heard relative to this request or may submit written comments at any time prior to the Public Hearing. All written comments regarding this request will be made part of the record of the City. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled or quorum be lost. Contact Leslie Carnie with the City of Surprise at 623-222-3153 or leslie.carnie@surpriseaz.gov for additional information.

Publish: Daily Independent, May 2, 2022, Surprise Independent, May 4, 2022/536429

DEVELOPMENT PROJECT
NEIGHBORHOOD MEETING

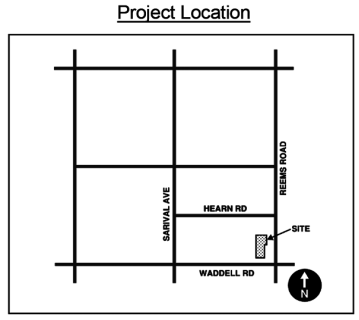
Please be advised, George Pasquel on behalf of Withey Morris PLC, will host a Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the access information provided under Meeting Details below. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of this meeting; however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

Applicant: George Pasquel, (602) 230-0600, George@witheymorris.com
City of Surprise Planner: Chris Sexton (623) 222-3134, Christina.Sexton@surpriseaz.gov

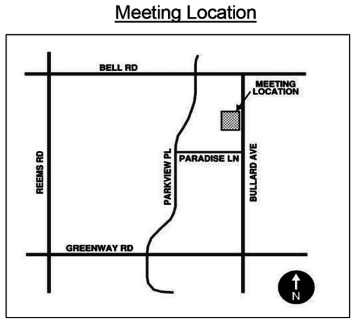
NEIGHBORHOOD MEETING DETAILS

	In Person	Virtual
DATE:	**Tuesday, May 10, 2022**	**Tuesday, May 10, 2022**
TIME:	6:00 PM	6:00 PM
LOCATION:	Holiday Inn Express 16540 N Bullard Ave (Desert Cactus)	Virtual Meeting Link URL: https://us02web.zoom.us/j/87810424606?pwd=bmVwRE5iUGVQNCtNQXdETWRMTUFaUT09 OPTIONAL DIAL-IN NUMBER: +1 (669) 900-9128 MEETING ID: 878 1042 4606 PASSCODE: 138603

Project Location



Meeting Location



PROJECT DESCRIPTION:

Towne Storage facility Conditional Use Permit with Site Plan. The request is to construct a new single story, climate controlled self-storage facility on 3.5 acres vacant lot located north of Waddell and east of Reems Road in the Waddell Square center. Surprise Planning Case FS22-0020.

Publish: Daily Independent, April 21, 2022, Surprise Independent, May 4, 2022/534987

INDEPENDENT
NEWSMEDIA
17220 N. Boswell Blvd., Ste. 230, Sun City, AZ 85373 • 623-972-6101

State of Arizona:

County of Maricopa:

Affidavit of Publication

I Charlene Bisson, Arizona group publisher of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Daily Independent is a newspaper which is published daily, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue (s)
05/13/22, 05/18/22

Sworn to and subscribed before me this 18th Day of May, A.D., 2022

TERRI L RODGERS
Notary Public, State of Arizona
Maricopa County
Commission # 588644
My Commission Expires
September 26, 2024

Ad Caption: FS22-0555
Ad Number: 538518
Total Cost:$225.00

Pets/Supplies | Pets/Supplies | Pets/Supplies | Pets/Supplies

Luciana is a five year old who had been rescued and brought to Sun Cities 4 Paws Rescue when she was pregnant with her six babies, a very lucky thing for all of them. Time has elapsed, and she would love to have a real mom, or dad, or both of her very own. This pretty gray and white girl, with a cute black nose, is very friendly to people and to other cats as well. She likes to jump up into laps on her own, and enjoys petting; a friendly nip will tell you when she has had enough. Pay her a visit at 11129 Michigan Avenue, Youngtown; call 623-876-8778 from 10a.m.-3p.m. on Tuesdays-Saturdays, also the adoption days. Other locations are the shelter, 10807 N. 96th Ave., Peoria, 623-773-2246, same days and hours; Surprise PetSmart, 13764 Bell Rd.; and Lake Pleasant Towne Center PetSmart, 25372 Lake Pleasant Parkway, Peoria.

4 PAWS
Sun Cities 4 Paws Rescue Inc.

Public Notice | Public Notice | Public Notice | Public Notice

CITY OF SURPRISE
PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and the City Council will hold Public Hearings relating to the proposed zoning text amendment to the Surprise Land Development Ordinances (case FS22-0555) to amend the parking requirements for the Warehouse/Distribution land use.

Planning and Zoning Commission

Date: June 02, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council

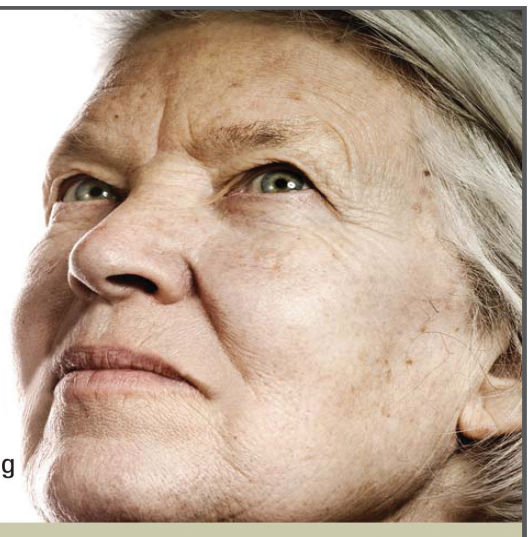
Date: June 21, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

At these meetings any member of the public may appear and be heard relative to this request or may submit written comments at any time prior to the Public Hearing. All written comments regarding this request will be made part of the record of the City. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled or quorum be lost. Contact Leslie Carnie with the City of Surprise at 623-222-3153 or leslie.carnie@surpriseaz.gov for additional information.

Publish: Daily Independent, May 13, 2022, Surprise Independent, May 18, 2022/538518

I have the RIGHT to KNOW.

I **VOTE**.
I **PAY** my taxes.
I **LOVE** my community.
I **NEED** to know what's happening in my town and neighborhood.



Some state and local officials want to **remove public notices from our community newspapers** and put them exclusively on the Internet.

I'm telling my state legislator: **"NO! It's my RIGHT to KNOW. Leave public notices in MY local newspaper!"**

Learn why public notices should stay public in AZ: publicnoticeads.com/az

Message Provided by
Arizona Newspapers Association

Public Notice | Public Notice | Public Notice | Public Notice

DEVELOPMENT PROJECT
NEIGHBORHOOD MEETING

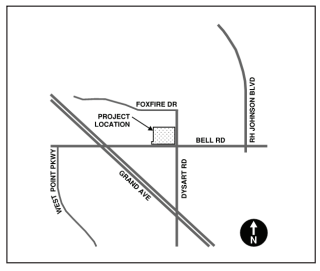
Please be advised, Benjamin Tate on behalf of Withey Morris PLC, will host a Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the access information provided under Meeting Details below. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of this meeting; however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

Applicant: Benjamin Tate, (602) 346-4610, Ben@witheymorris.com
City of Surprise Planner: Chris Sexton, (623) 222-3134, Christina.Sexton@surpriseaz.gov

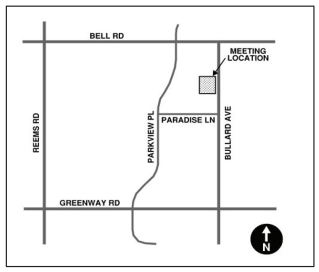
NEIGHBORHOOD MEETING DETAILS

	In Person	Virtual
DATE:	**Tuesday, May 31, 2022**	**Tuesday, May 31, 2022**
TIME:	6:00 PM	6:00 PM
LOCATION:	Holiday Inn Express 16540 N Bullard Ave (Desert Cactus)	Virtual Meeting Link URL: https://us02web.zoom.us/j/82961992087?pwd=SWZ6d0FpaHlxOHdJVThQZHJ4dTFoZz09 OPTIONAL DIAL-IN NUMBER: +1 (669) 900-9128 MEETING ID: 829 6199 2087 PASSCODE: 901672

Project Location



Meeting Location



PROJECT DESCRIPTION:

Rezone of approximately 10 acres located at the northwest corner of Bell Road & Dysart Road from C-3 (Regional Commercial) to C-2 (Community Commercial) with a Conditional Use Permit (CUP) for drive-through facilities to allow the development of a new commercial/retail center. Surprise Planning Case FS22-0438

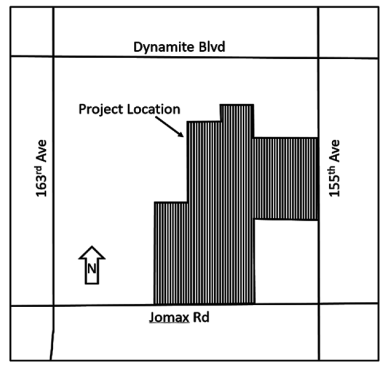
Publish: Daily Independent, May 13, 2022, Surprise Independent, May 18, 2022/538899

CITY OF SURPRISE
PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and the City Council will hold Public Hearings at the request of Berry Riddell, LLC, relating to the proposed rezone of 199.21 gross acres from Rural Residential (RR) to Residential Medium Density (R-2) and Residential High Density (R-3) (case FS21-828).

Legal Description: Located in the northeast quarter, the southeast quarter, and the southwest quarter of Section 31, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Project Location:



Planning and Zoning Commission

Date: June 2, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council

Date: June 21, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

At these meetings any member of the public may appear and be heard relative to this request or may submit written comments at any time prior to the Public Hearing. All written comments regarding this request will be made part of the record of the City. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled or quorum be lost. Contact Trever Fleetham with the City of Surprise at 623-222-3156 or trever.fleetham@surpriseaz.gov for additional information.

Publish: Daily Independent, May 16, 2022, Surprise Independent, May 18, 2022/538884

LEGAL AD

REQUEST FOR PROPOSALS (RFP)

The Arizona Department of Economic Security (DES), Division of Aging and Adult Services (DAAS), is soliciting competitive sealed proposals for **Public Health – Screenings.** The purpose of this service is to provide the coordination and provision of a comprehensive medical screening to be referred to as the Domestic Medical Examination for Newly Arrived Refugees (DME) Program for refugees resettling in Pima County and Maricopa County. The DME Program assists States and localities in providing the DME and follow-up activities to newly arriving refugees for conditions of public health significance.

A virtual Pre-Offer Conference will be held on Tuesday, May 17, 2022, at 9:00 am local Arizona time, via Google Meets at the link below. Vendor attendance is strongly encouraged.

https://meet.google.com/sph-vfyj-ubk?authuser=0
Phone: (617) 675-4444 P
IN: 720 304 389 3536#

You may obtain a copy of solicitation **BPM004424** (RFP) at https://app.az.gov. Proposals are due electronically through the State's eProcurement system on or before June 1, 2022, at 3:00pm local Arizona Time. Please submit all questions pertaining to this solicitation through the State's eProcurement system via the Discussion Forum tab.

Publish: May 13, 2022

Publish: Daily Independent, May 13, 2022/538776

Public Notice | Public Notice | Public Notice | Public Notice

CITY OF SURPRISE
PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and the City Council will hold Public Hearings relating to the proposed zoning text amendment to the Surprise Land Development Ordinances (case FS22-0555) to amend the parking requirements for the Warehouse/Distribution land use.

Planning and Zoning Commission

Date: June 02, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council

Date: June 21, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

At these meetings any member of the public may appear and be heard relative to this request or may submit written comments at any time prior to the Public Hearing. All written comments regarding this request will be made part of the record of the City. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled or quorum be lost. Contact Leslie Carnie with the City of Surprise at 623-222-3153 or leslie.carnie@surpriseaz.gov for additional information.

Publish: Daily Independent, May 13, 2022, Surprise Independent, May 18, 2022/538518

COPY

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

**** FILED ** 5/4/2022 Clerk of the Court**

Issued and Filed: 5/4/2022

PROBATE COURT ADMINISTRATION

In the Matter of

RICHARD BARNETT

Case No. PB2022-002214

NOTICE OF INITIAL HEARING REGARDING:
VERIFIED PETITION FOR APPOINTMENT OF SPECIAL ADMINISTRATOR

WARNING

This is a legal notice; your rights may be affected.
Éste es un aviso legal. Sus derechos podrían ser afectados.

You are not required to attend this hearing. However, **if you oppose any of the relief requested in the petition that accompanies this notice, you must file with the court a written response at least 7 calendar days before the hearing date OR you or your attorney must attend the hearing by following the instructions provided in this notice.**

Any written response must comply with Rule 15(e) of the Arizona Rules of Probate Procedure. If you do not file a timely response or attend the hearing:

(1) the court may grant the relief requested in the petition without further proceedings, and

(2) you will not receive additional notices of court proceedings relating to the petition unless you file a Demand for Notice pursuant to Title 14, Arizona Revised Statutes.

1. Notice is given that MICHAEL BROWN has filed the following:
   - VERIFIED PETITION FOR APPOINTMENT OF SPECIAL ADMINISTRATOR

2. COURT HEARING. An initial hearing has been scheduled to consider the Petition as follows:

   DATE and TIME: **Wednesday, May 25, 2022 at 9:45 AM**
   JUDICIAL OFFICER: **COMMISSIONER THOMAS MARQUOIT**
   PLACE: **101 W. JEFFERSON STREET, PHOENIX, AZ 85003 - COURTROOM 514**
   TELEPHONE NO: **602-372-0756**

   If you have copies of filed documents or proposed form(s) of order, they should be provided to Commissioner Marquoit's division at the location listed above.

   Any interested person, including the Petitioner and the Petitioner's attorney, may attend the Initial Hearing virtually unless the Court has specifically ordered that person to attend the hearing in person. To attend the hearing virtually, use Court Connect as described in Section 3 below. If the Court has specifically ordered you to attend the Initial Hearing in person, you must do so by appearing at the location stated above at the time of the Initial Hearing.

3. COURT CONNECT / MICROSOFT TEAMS

   If you have a camera-enabled computer, smartphone, or tablet device, you should go to **tinyurl.com/jbazmc-pcc01** a few minutes before the Initial Hearing is scheduled to begin. For the best experience, download and install the Microsoft Teams application on a camera-enabled computer, smartphone, or tablet device using either of the following methods prior to the time set for the Initial Hearing:

   - Go to the following link: https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app
   - Or scan the following QR code on your smartphone or tablet:

   If you have a camera-enabled device, but do not want to install the Microsoft Teams application, you may use a web browser simply by typing **tinyurl.com/jbazmc-pcc01** into your browser a few minutes before the Initial Hearing is scheduled to begin. Please note, however, that you will not have access to all the features if you use a web browser rather than the Microsoft Teams application.

   If you do not have a camera-enabled device, you can still attend the Initial Hearing by phone by calling:

   - Courtroom Phone Number: 1-917-781-4590
   - Courtroom Conference ID#: 465 286 133#

   For more information about Court Connect, please see **https://superiorcourt.maricopa.gov/court-connect**

COPIA

TRIBUNAL SUPERIOR DE ARIZONA EN EL CONDADO DE MARICOPA

**** FILED ** 5/4/2022 Clerk of the Court**

Emitida y Interpon: 2022-05-04

ADMINISTRACIÓN DEL TRIBUNAL DE SUCESIONES

En el asunto de:

RICHARD BARNETT

Número de caso PB2022-002214

AVISO DE VISTA INICIAL TOCANTE A:
VERIFIED PETITION FOR APPOINTMENT OF SPECIAL ADMINISTRATOR

ADVERTENCIA

Éste es un aviso legal. Sus derechos podrían ser afectados.
This is a legal notice; your rights may be affected.

Usted no está obligado a comparecer a esta audiencia. **No obstante, si se opone al remedio solicitado en el pedimento, deberá interponer una réplica por escrito a más tardar 7 días naturales antes de la fecha de la audiencia, O usted o su abogado deberá asistir a la audiencia, siguiendo las instrucciones proporcionadas en este aviso.**

Toda réplica por escrito deberá cumplir con la Regla 15(e) del Código de Procedimiento de Sucesiones de Arizona. Si no interpone una réplica de manera oportuna o si no asiste a la audiencia:

(1) el juez podrá conceder el remedio solicitado en el pedimento sin necesidad de ninguna otra diligencia, y

(2) usted no recibirá avisos adicionales de diligencias judiciales tocantes al pedimento a menos que interponga una Solicitud de Aviso, según lo expuesto en el Título 14 de las Leyes Vigentes de Arizona.

1. Se avisa que MICHAEL BROWN ha interpuesto lo siguiente:
   - VERIFIED PETITION FOR APPOINTMENT OF SPECIAL ADMINISTRATOR

2. AUDIENCIA JUDICIAL. Se ha fijado una vista inicial para considerar el Pedimento. Los detalles se encuentran a continuación:

   FECHA: **miércoles, 25 de mayo de 2022** HORA: **9:45 AM**
   FUNCIONARIO JUDICIAL: **el juez comisionado Thomas Marquoit**
   LUGAR: **101 W. JEFFERSON STREET, PHOENIX, AZ 85003 - COURTROOM 514**
   NÚMERO DE TELÉFONO: **602-372-0756**

   Si cuenta con copias de documentos interpuestos o formularios propuestos, deberán de ser entregados a la sala del el juez comisionado Thomas Marquoit en la ubicación indicada anteriormente.

   Cualquier persona interesada, incluyendo el Peticionante y el abogado del Peticionante, puede asistir a Audiencia Inicial virtualmente a menos que el Juez haya ordenado específicamente que esa persona asista a la audiencia en persona. Para asistir a la audiencia de forma virtual, utilice Court Connect como se describe en la Sección 3 a continuación. Si el juez le ha ordenado específicamente que asista a la Audiencia Inicial en persona, deberá hacerlo presentándose en la ubicación indicado anteriormente a la hora de la Audiencia Inicial.

3. COURT CONNECT y MICROSOFT TEAMS

   Si usted cuenta con una computadora con cámara, un teléfono inteligente, o una tableta, debe ir a la página web **tinyurl.com/jbazmc-pcc01** unos minutos antes de la hora fijada para la Vista Inicial. Para optimizar su experiencia, elija uno de los métodos a continuación para descargar e instalar la aplicación Microsoft Teams en su dispositivo antes del comienzo de la Vista Inicial:

   - Ir a este enlace: https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app
   - O escanear este código QR en su teléfono inteligente o tableta:

   Si usted tiene un dispositivo con cámara, pero no desea instalar la aplicación Microsoft Teams, puede usar un navegador de Internet. Para esta última opción, ponga **tinyurl.com/jbazmc-pcc01** en la barra de direcciones del navegador unos minutos antes del comienzo de la Vista Inicial. Tenga en cuenta que no podrá acceder a todas las herramientas si decide usar el navegador en lugar de la aplicación Microsoft Teams.

   Si no cuenta con un dispositivo con cámara, puede asistir a la Vista Inicial por teléfono, marcando estos números:

   - Teléfono de la sala de audiencia: 1-917-781-4590
   - Código de conferencia para la sala de audiencia: 465 286 133#

   Para mayor información acerca de Court Connect, tenga la amabilidad de seguir este enlace: **https://superiorcourt.maricopa.gov/court-connect**

Publish: Daily Independent, May 12, 13, 14, 2022/538759

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SURPRISE
ARIZONA

City Council

June 21, 2022

Land Development Ordinance
Zoning Text Amendment
FS22-0555

Background

Upon Review of the current Land Development Ordinance (LDO) it was determined that the parking requirement for the Warehouse/Distribution land use is more restrictive than surrounding cities.

We are requesting approval of an LDO text amendment that will make the parking requirements more consistent with conventional parking standards.

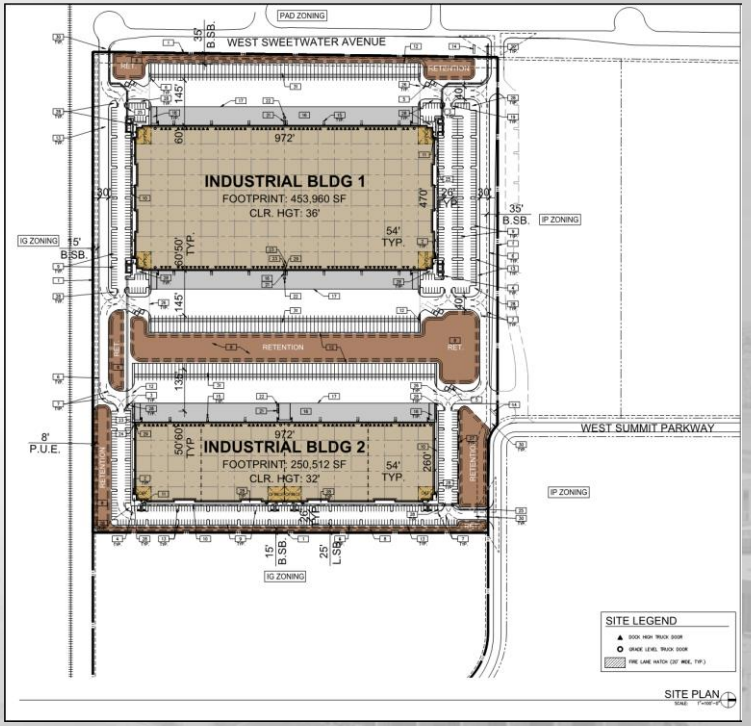
Research

- **City of Goodyear**
  - Warehouse or Distribution Facility: 1 space per 1,000 sf GFA (for the first 10,000 sf) plus 1 space per 5,000 sf GFA (remaining sf) plus 1 space per 300 sf of Office area.
- **City of Avondale**
  - Warehousing & Storage: 1 space per 500 sf GFA (for the first 10,000 sf) plus 1 space per 5,000 sf GFA (remaining sf) and Maximum spaces allowed 1 space per 300 sf GFA (for the first 10,000 sf) plus 1 space per 3,000 sf GFA (remaining sf)
- **City of Chandler**
  - Warehousing: 1 space per 500 sf GFA (for the first 10,000 sf) plus 1 space per 5,000 sf GFA (remaining sf) plus 1 space per 250 sf of Office area.

Research

Summit Business Park FS22-0551

PARKING REQUIREMENTS	SPACES
Current : 1 space per 600 sf GFA	1174
Proposed: 1 per 1,000 sf GFA (for first 10,000 sf) plus 1 per 5,000 sf GFA plus 1 per 250 sf GFA (office)	550



* This project is a shell building. Office space was calculated at 15%

Legislative Edit

CHAPTER 107

DESIGN AND DEVELOPMENT REGULATIONS

ARTICLE 4 – PARKING AND LOADING REGULATIONS

- Change the parking requirements for Warehouse/Distribution from

  - 1 per 600 sf GFA to

  - 1 per 1,000 sf GFA (for first 10,000 sf) plus
  - 1 per 5,000 sf GFA (remaining sf) plus
  - 1 per 250 sf GFA for Office area (shell buildings to be calculated at 15%

Table 107-4c Parking Standards

Uses	Min Off-street Parking spaces
Feed and Tack Sales	1 per 400 sf GFA
Fleet-Based Services	TBD by Parking Study with Site Plan
Food Manufacturing & Processing	1 per 1,500 sf GFA
Freight Depot/Distribution Center	1 per 1,500 sf GFA
Grain Processing; including Milling, Drying, Storage	1 per 1,500 sf GFA
Laundry, Dry Cleaning: Bulk Operation (Pick-Up & Delivery)	1 per 1,500 sf GFA
Machine Shop, Welding Shop	1 per 1,000 sf GFA
Manufacturing and Fabrication	1 per 1,500 sf GFA
Manufactured Home Portable Buildings, Oversized and Recreational (RV) Vehicles Sales and Service	1 per 375 sf GFA of sales and service building
Mining and Mineral Extraction	1 per 300 sf GFA of office and covered sales areas plus ancillary uses
Plant Nursery (Growing Facility & Wholesale)	1 per 1,000 sf growing area plus 1 per 400 sf GFA of sales and service building
Printing Plant (commercial scale)	TBD by Parking Study with Site Plan
Recycling, Collection Facility	TBD by Parking Study with Site Plan
Recycling, Processing Facility	TBD by Parking Study with Site Plan
Research Facility – Laboratory and Testing Facility	1 per 1,500 sf GFA
Sand and Gravel Operation	1 per 300 sf GFA of office and covered sales areas plus ancillary uses
Sanitary Landfill, Solid Waste Facility	TBD by Parking Study with Site Plan
Stone Product Curing, Fabrication	1 per 1,500 sf GFA
Taxidermist	TBD by Parking Study with Site Plan
Tile, Roofing & Waterproofing Production	1 per 1,500 sf GFA
Truck Stop (full service & repair permitted)	1 per 500 sf GFA , including service bays and retail areas
Vehicle Towing & Impound Lot	1 per 300 sf GFA of sales and service building
Warehouse/Distribution	~~1 per 600 sf GFA~~ 1 per 1,000 sf GFA (for first 10,000 sf) plus 1 per 5,000 sf GFA (remaining sf) plus 1 per 250 sf GFA for Office area (shell buildings to be calculated at 15%)
Water Aquafer Recharge/Storage Facility	TBD by Parking Study with Site Plan

Citizen Participation

Neighborhood Outreach Meeting:

- When: May 11, at 6 p.m.
- Where: City Hall & WebEx
- Attendance: 2 members of the public
- Feedback: In support of the amendment

COMMISSION RECOMMENDATION

This item has not gone before the Planning & Zoning Commission. It is scheduled for the June 2, 2022 Planning & Zoning Commission meeting, after which the Commission's recommendation will be incorporated into the presentation.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

ORDINANCE # 2022-16

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO CHAPTER 107, ARTICLE IV (PARKING AND LOADING REGULATIONS), SECTION 107-4.9, TABLE 107-4C, OF THE SURPRISE LAND DEVELOPMENT ORDINANCES TO AMEND THE PARKING REQUIREMENT FOR THE WAREHOUSE/DISTRIBUTION LAND USE; INCLUDING SEVERABLITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, City staff seeks to amend Chapter 107, Article IV, Section 107-4.9, Table 107-4c of the Surprise Land Development Ordinances regarding parking requirements for the Warehouse/Distribution land use to be more consistent with similar requirements imposed by other Arizona municipalities; and

WHEREAS, on June 02, 2022, the Planning and Zoning Commission recommended approval of the proposed Text Amendment to the Land Development Ordinances for Warehouse/Distribution parking requirements.

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

Section 1. Chapter 107, Article IV, Section 107-4.9, Table 107-4c of the Surprise Land Development Ordinances, is hereby amended as described on attached ***Exhibit A***, and incorporated by this reference.

Section 2. All ordinances, resolutions, or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This Ordinance will become effective at the time and manner prescribed by law and shall the added to the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A

TEXT AMENDMENT TO TABLE 107-4c PARKING REQUIREMENTS

(Text to be deleted appears in ~~red strikeout~~; new text in yellow highlight)

Table 107-4c Parking Standards	
Uses	Min Off-street Parking spaces
Feed and Tack Sales	1 per 400 sf GFA
Fleet-Based Services	TBD by Parking Study with Site Plan
Food Manufacturing & Processing	1 per 1,500 sf GFA
Freight Depot/Distribution Center	1 per 1,500 sf GFA
Grain Processing; including Milling, Drying, Storage	1 per 1,500 sf GFA
Laundry, Dry Cleaning: Bulk Operation (Pick-Up & Delivery)	1 per 1,500 sf GFA
Machine Shop, Welding Shop	1 per 1,000 sf GFA
Manufacturing and Fabrication	1 per 1,500 sf GFA
Manufactured Home Portable Buildings, Oversized and Recreational (RV) Vehicles Sales and Service	1 per 375 sf GFA of sales and service building
Mining and Mineral Extraction	1 per 300 sf GFA of office and covered sales areas plus ancillary uses
Plant Nursery (Growing Facility & Wholesale)	1 per 1,000 sf growing area plus 1 per 400 sf GFA of sales and service building
Printing Plant (commercial scale)	TBD by Parking Study with Site Plan
Recycling, Collection Facility	TBD by Parking Study with Site Plan
Recycling, Processing Facility	TBD by Parking Study with Site Plan
Research Facility – Laboratory and Testing Facility	1 per 1,500 sf GFA
Sand and Gravel Operation	1 per 300 sf GFA of office and covered sales areas plus ancillary uses
Sanitary Landfill, Solid Waste Facility	TBD by Parking Study with Site Plan
Stone Product Curing, Fabrication	1 per 1,500 sf GFA
Taxidermist	TBD by Parking Study with Site Plan
Tile, Roofing & Waterproofing Production	1 per 1,500 sf GFA
Truck Stop (full service & repair permitted)	1 per 500 sf GFA , including service bays and retail areas
Vehicle Towing & Impound Lot	1 per 300 sf GFA of sales and service building
Warehouse/Distribution	~~1 per 600 sf GFA~~ 1 per 1,000 sf GFA (for first 10,000 sf) plus 1 per 5,000 sf GFA (remaining sf) plus 1 per 250 sf GFA for Office area (shell buildings to be calculated at 15%)
Water Aquafer Recharge/Storage Facility	TBD by Parking Study with Site Plan

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to a rezoning of approximately 57.53 acres from Rural Residential (RR) to Residential High Density (R-3) generally located on the southwest corner of Happy Valley Road and 147th Avenue; Ordinance #2022-15.

Motion:
I move to approve Ordinance #2022-15.

Background:
The applicant proposes to rezone 57.53 acres to R-3 for multi-family residential developments on the southwest corner of Happy Valley Rd. and 147th Ave.

Objective Analysis:
The rezone to R-3, satisfies the requirements set forth in the City of Surprise Land Development Ordinance (LDO).

Policy Compliant:
The requested rezone is consistent with the Neighborhood Character area of the General Plan.

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

Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS:

1. 00 FS22-0101 Kamarata Ranch Staff Report
2. 01 – FS22-0101 Kamarata Ranch – Vicinity Map
3. 02 – FS22-0101 Kamarata Ranch – Zoning Map
4. 03 – FS22-0101 Project Name – Zoning Document
5. 04 – FS22-0101 Kamarata Ranch – Luke AFB Letter
6. 05 – FS22-0101 Kamarata Ranch – Affidavit of Site Posting
7. 06 – FS22-0101 Kamarata Ranch – Citizen Outreach
8. FS22-0101 Kamarata Ranch - Presentation
9. 07 - Kamarata Ranch - Ordinance 2022-15

SURPRISE
ARIZONA

ZONE CHANGE

REPORT TO CITY COUNCIL

Case:	**FS22-0101**
Project Name:	Kamarata Ranch - Rezone
Council District:	1 – Acacia
City Council Date:	June 21, 2022
Planner:	Leslie Carnie

Owner:	Kamarata Family Trust
Applicant:	Joe Walsh with Walsh Design Group
Request:	Zone Change from Rural Residential (RR) to Residential High Density (R-3).
Site Location:	Generally located on the southwest corner of Happy Valley Rd and 147th Ave.
Site Size:	57.53 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan.
Support/Opposition:	No Residents from the vicinity attended the applicant's Neighborhood Outreach Meeting on April 25, 2021. We have not received any correspondence pertaining to the project.
Commission Recommendation:	**Approval** of case **FS22-0101**, subject to stipulation 'a' through 'd'.

Project Description:

The applicant on behalf of Kamarata Family Trust, requests a Zone Change of 57.53 acres (approx.) from Rural Residential (RR) to Residential High Density (R-3) to accommodate future multi-family residential developments, on a property located on the southwest corner of Happy Valley Road and 147th Ave.

Background:

September 23, 2021: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR21-474.

January 11, 2022: The applicant filed a related request for a Zone Change from RR to R-3 under case FS22-0101, the subject case.

April 25, 2022: The applicant held a neighborhood outreach meeting to discuss the project.

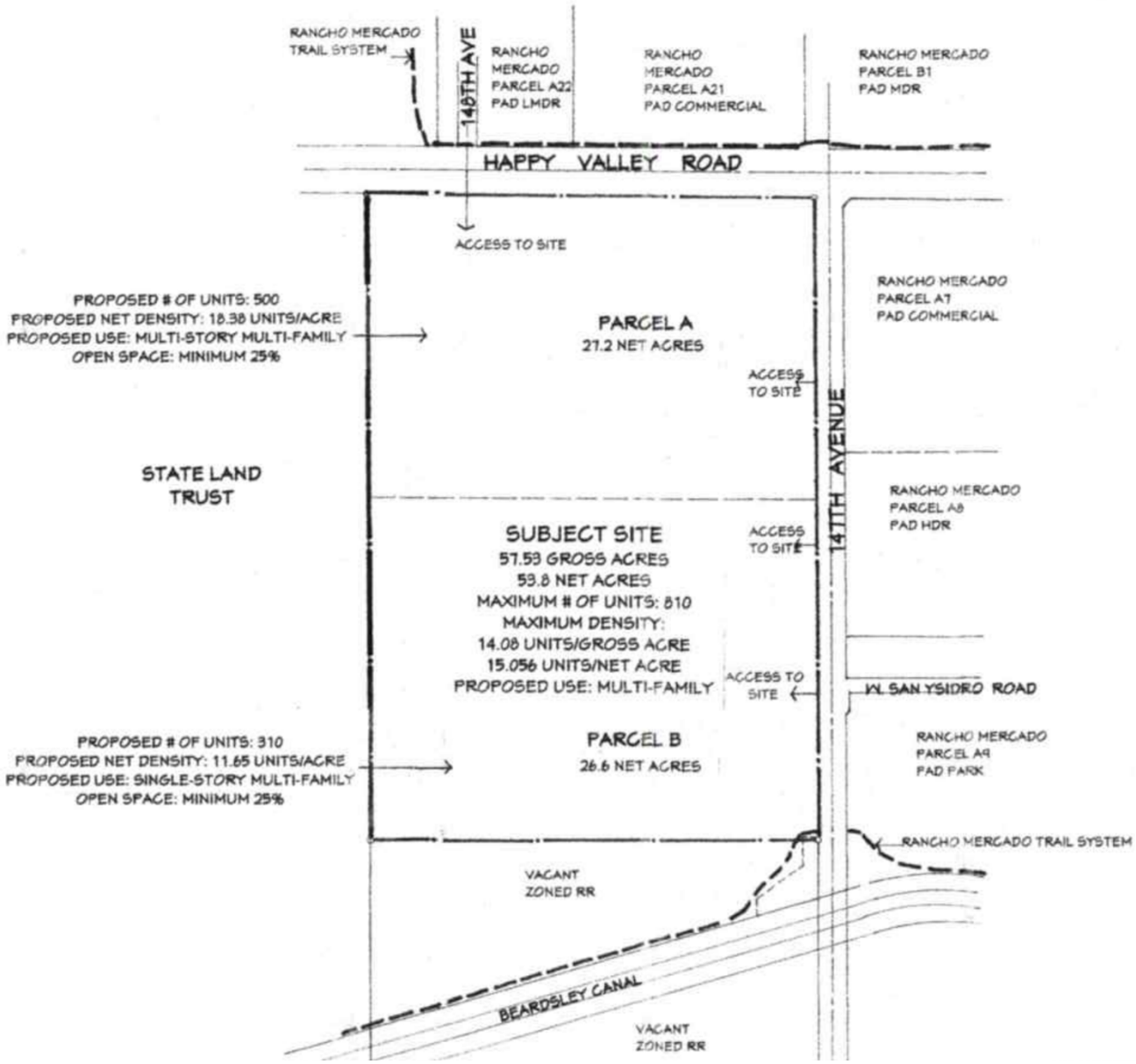
May 19, 2022: The Planning and Zoning Commission passed a motion to recommend approval of this Zone Change to the Mayor and City Council subject to staff recommended stipulations 'a' through 'd'.

Neighborhood Meeting Summary:

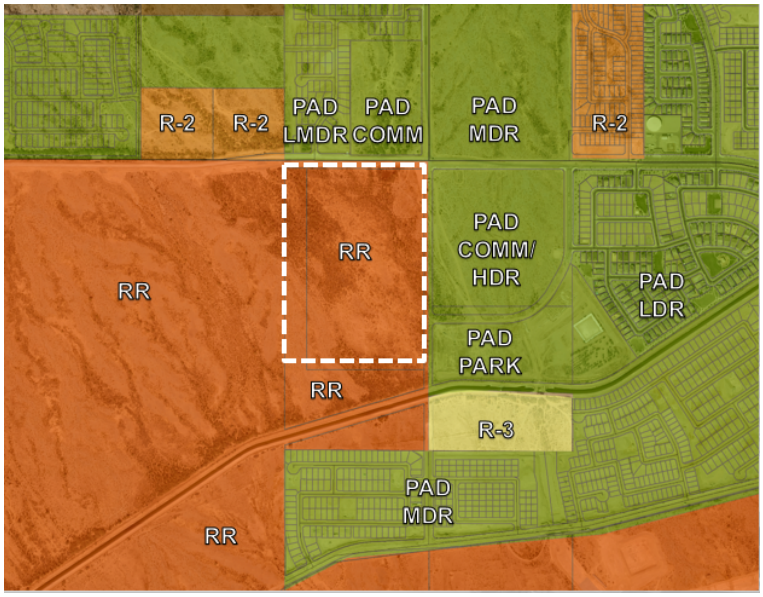
The applicant held a neighborhood outreach meeting on April 25, 2022 that was properly advertised per the requirements of the LDO. The meeting took place in-person and was available virtually via Zoom. During this meeting there were no attendees. See the attached Citizen Participation Report for a detailed summary of the meeting.

Analysis and Discussion:

The applicant requests to a rezone of approximately 57.53 acres to from Rural Residential (RR) Residential High Density (R-3) to accommodate a future multi-family residential development. The applicant plans to develop a high-density residential rental community with multiple product types. The conceptual plan proposes 27.2 acres be developed with a typical multi-story apartment complex with up to 500 units and the remaining 26.6 acres be developed with 310 single story units. See the following Conceptual Site Plan.

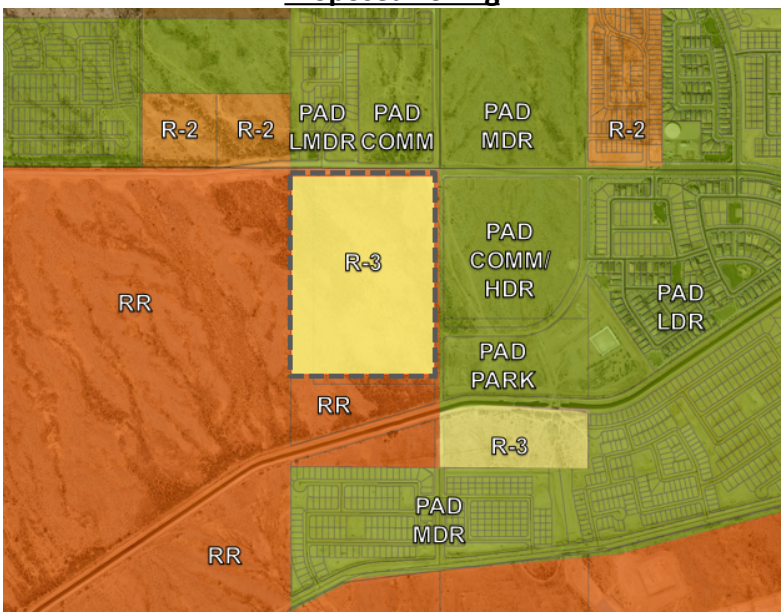

RANCHO MERCADO TRAIL SYSTEM
14TH AVE
RANCHO MERCADO PARCEL A22 PAD LMDR
RANCHO MERCADO PARCEL A21 PAD COMMERCIAL
RANCHO MERCADO PARCEL B1 PAD MDR
HAPPY VALLEY ROAD
ACCESS TO SITE
PROPOSED # OF UNITS: 500
PROPOSED NET DENSITY: 18.38 UNITS/ACRE
PROPOSED USE: MULTI-STORY MULTI-FAMILY
OPEN SPACE: MINIMUM 25%
PARCEL A
27.2 NET ACRES
RANCHO MERCADO PARCEL A7 PAD COMMERCIAL
ACCESS TO SITE
14TH AVENUE
STATE LAND TRUST
RANCHO MERCADO PARCEL A8 PAD HDR
SUBJECT SITE
57.53 GROSS ACRES
53.8 NET ACRES
MAXIMUM # OF UNITS: 810
MAXIMUM DENSITY:
14.08 UNITS/GROSS ACRE
15.056 UNITS/NET ACRE
PROPOSED USE: MULTI-FAMILY
ACCESS TO SITE
W. SAN YSIDRO ROAD
PROPOSED # OF UNITS: 310
PROPOSED NET DENSITY: 11.65 UNITS/ACRE
PROPOSED USE: SINGLE-STORY MULTI-FAMILY
OPEN SPACE: MINIMUM 25%
PARCEL B
26.6 NET ACRES
RANCHO MERCADO PARCEL A9 PAD PARK
RANCHO MERCADO TRAIL SYSTEM
VACANT ZONED RR
BEARDSLEY CANAL
VACANT ZONED RR

Existing Zoning



R-2	PAD – RANCHO MERCADO	PAD – RANCHO MERCADO
RR	**RR**	PAD – RANCHO MERCADO
RR	RR	R-3

Proposed Zoning



R-2	PAD – RANCHO MERCADO	PAD – RANCHO MERCADO
RR	**R-3**	PAD – RANCHO MERCADO
RR	RR	R-3

74 **Development Standards:**

The proposed residential project (s) will be developed per the current Surprise Land Development Ordinance (LDO) and specifically those prescribed in Table 106-2e for the Residential High Density (R-3) Zone as shown below.

Table 106-2e - Residential High Density (R-3) Zoning district			
Net Density (du/ac)	8-11.9	12-14.9	15+
Min. Setback to Arterial ROW (ft) [2]	20	20	20
Min. Setback to Collector and Local ROW (ft) [2]	15	15	15
Min. Setback Adjacent to Residential Zoning (ft)	10	15	20
Min. Setback Adjacent to Non-Residential Zoning (ft)	20	20	20
Max. Bldg. Height[1] (ft)	45	50	60
Open space (sf/du)	150	150	150

Notes:

1. The *height* of any *structure*, or portions thereof, shall not exceed thirty feet (30') in *height* measured at the *setback* line when *adjacent* to *Single-family*, *Two-family*, *Three-family development parcels*. The *height* of the *accessory structure* may increase at a ratio of one foot vertical for every one foot horizontal (1':1') as measured relative to the property line to a maximum *height* equal to the *zoning*
2. *Setback* may be reduced to 10' along Collector or Local *right-of-way* for units that open to the *street* and exclude a perimeter wall

The proposal will facilitate future multi-family residential development capable of having a maximum density of 22 du/ac; with residential buildings ranging in height from one to three stories. The comprehensive development of the project site is subject to review and approval of a comprehensive site plan, in which the site design, architecture, parking, setbacks, landscaping and recreational amenities will be reviewed in accordance with the requirements prescribed by the city's aforementioned LDO requirements and the adopted Planning and Engineering Design Standards (PEDS).

75 **Utility and Services Table:**

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Schools:	Dysart Unified School District

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) and in an urban neighborhood supports residential development of eight dwelling units per acre (8 DU/Ac) or greater. The proposed Zone Change will allow for a multi-family development with a maximum density of 15.06 DU/Ac. The proposed Zone Change demonstrates consistency with this land use category.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

Summary:

The proposed Zone Change from Rural Residential (RR) to Residential High Density (R-3) is consistent with the General Plan and will be developed under the provisions of the LDO.

Findings:

The proposed Zone Change and density is consistent with the Surprise General Plan 2035.

Recommendation:

Based on the findings noted above, the Commission voted to recommend **approval** of case **FS22-0101** to the City Council, subject to stipulation 'a' through 'd' as outlined below:

a. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the Sewer Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

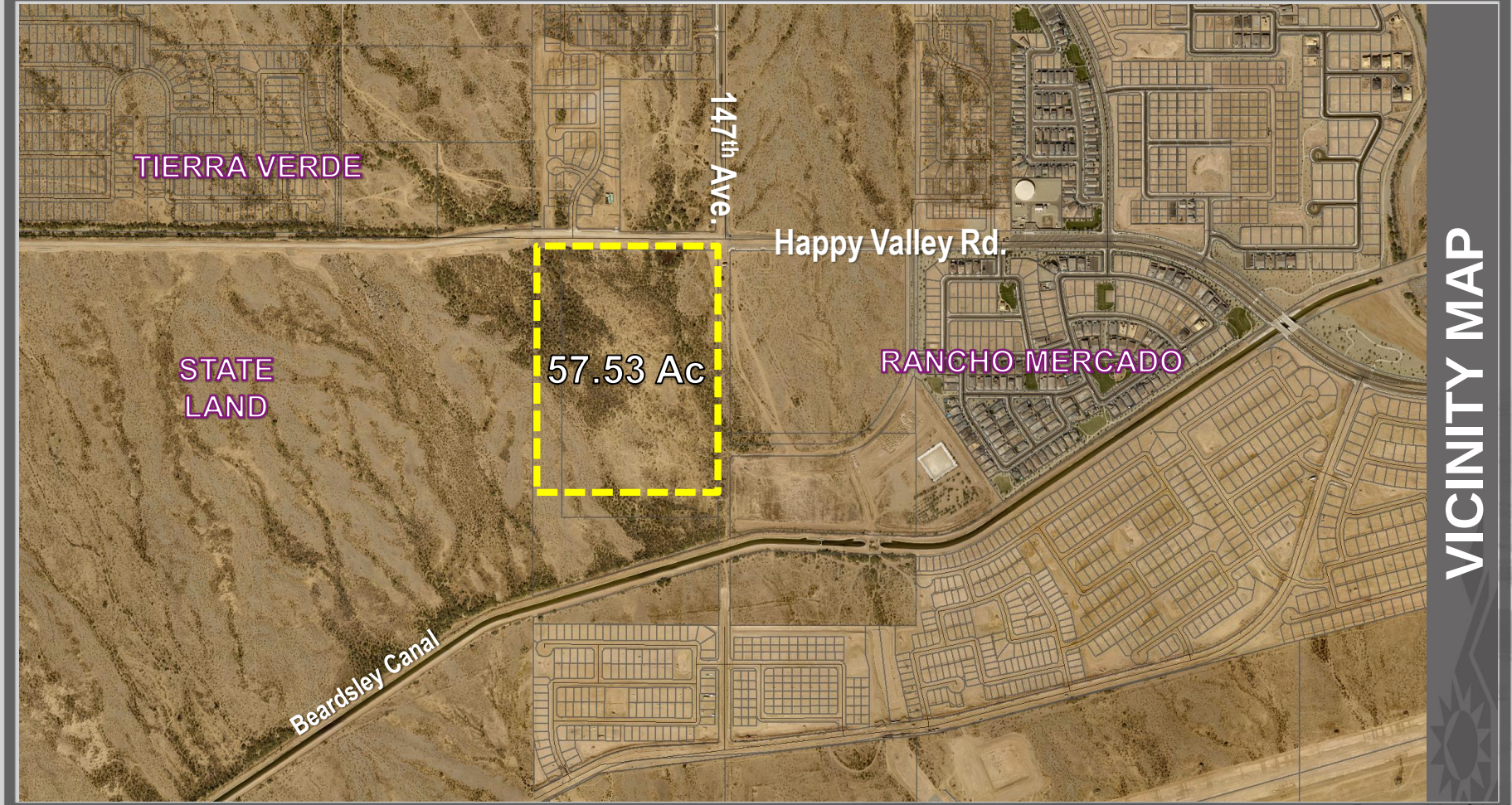
b. Prior to the City approving a *Final Plat*, *Site Plan*, or building permit within the property, applicant shall provide the City with a Notice of Payment from Paloma Creek Water Coordinator, LLC of the Buy-in Fee, as described in the Spa 2 East Water, Water Recharge, and Wastewater Agreement (Regional Improvements Overlay Agreement).

c. Prior to the City approving a *Final Plat*, *Site Plan*, or building permit within the property, applicant must submit proof of payment for SPA 2 Sewer Interceptor Agreement buy-in fees prior to City approval of Final Plat.

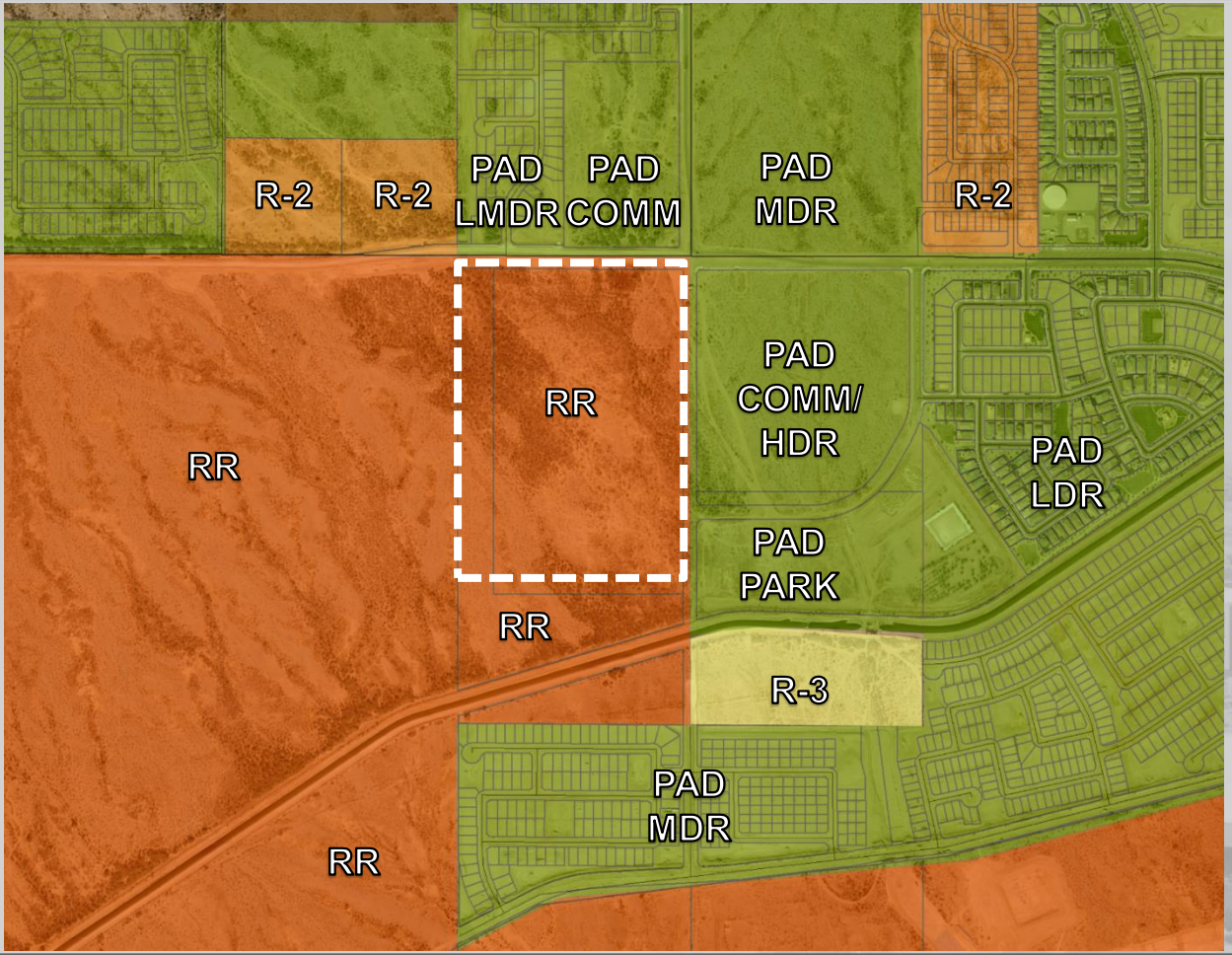
d. Applicant must provide proof of payment for sewer treatment capacity with the Final Plat submittal per the SPA 2 Water Reclamation Facility Capacity Allocation Agreement recorded as instrument NO. 201503548465, Records of Maricopa County, Arizona dated 5/20/2015.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Zone Change Document
04 Luke AFB comments
05 Affidavit of Posting
06 Citizen Participation Report
07 Ordinance 2022-15


TIERRA VERDE
147th Ave.
Happy Valley Rd.
57.53 Ac
STATE LAND
RANCHO MERCADO
Beardsley Canal
VICINITY MAP

EXISTING ZONING



Rezone Narrative
for
KAMARATA RANCH

CASE# FS22-0101
Rezone Rural Residential (RR) to
Residential High Density (R-3)
57.53 Gross Acres

Southwest corner of Happy Valley Road and 147th Avenue
Surprise, Arizona

Prepared by: Joe Walsh

Submitted To: City of Surprise, Arizona

Dated: December 14, 2021
Revised Date: February 12, 2022
Revised Date: March 10, 2022

TABLE OF CONTENTS

Kamarata Ranch Team.....3

Location and Introduction.....3

Vicinity Map.....4

Description of Request.....5

Table A Residential High Density R-3 6

Surprise General Plan 2035.....6

Ingress/Egress/Access.....7

Existing Zoning Map.....Exhibit A

Proposed Zoning Map.....Exhibit B

Legal Description.....Exhibit C

Conceptual Plan.....Exhibit D

General Plan Land Use Map.....Exhibit E

Kamarata Ranch relationship to Rancho Mercado PAD
Community Trail and Landscape Map.....Exhibit F

Kamarata Ranch Team:

Applicant
John Wittrock
jcwittrock@cox.net
8601 N Scottsdale Rd, Ste 335
Scottsdale, AZ 85253

Land Planner
Joe Walsh – Walsh Design Group
Landoc@cox.net
6106 E. Rose Circle Drive
Phoenix, AZ 85018

Location and Introduction:

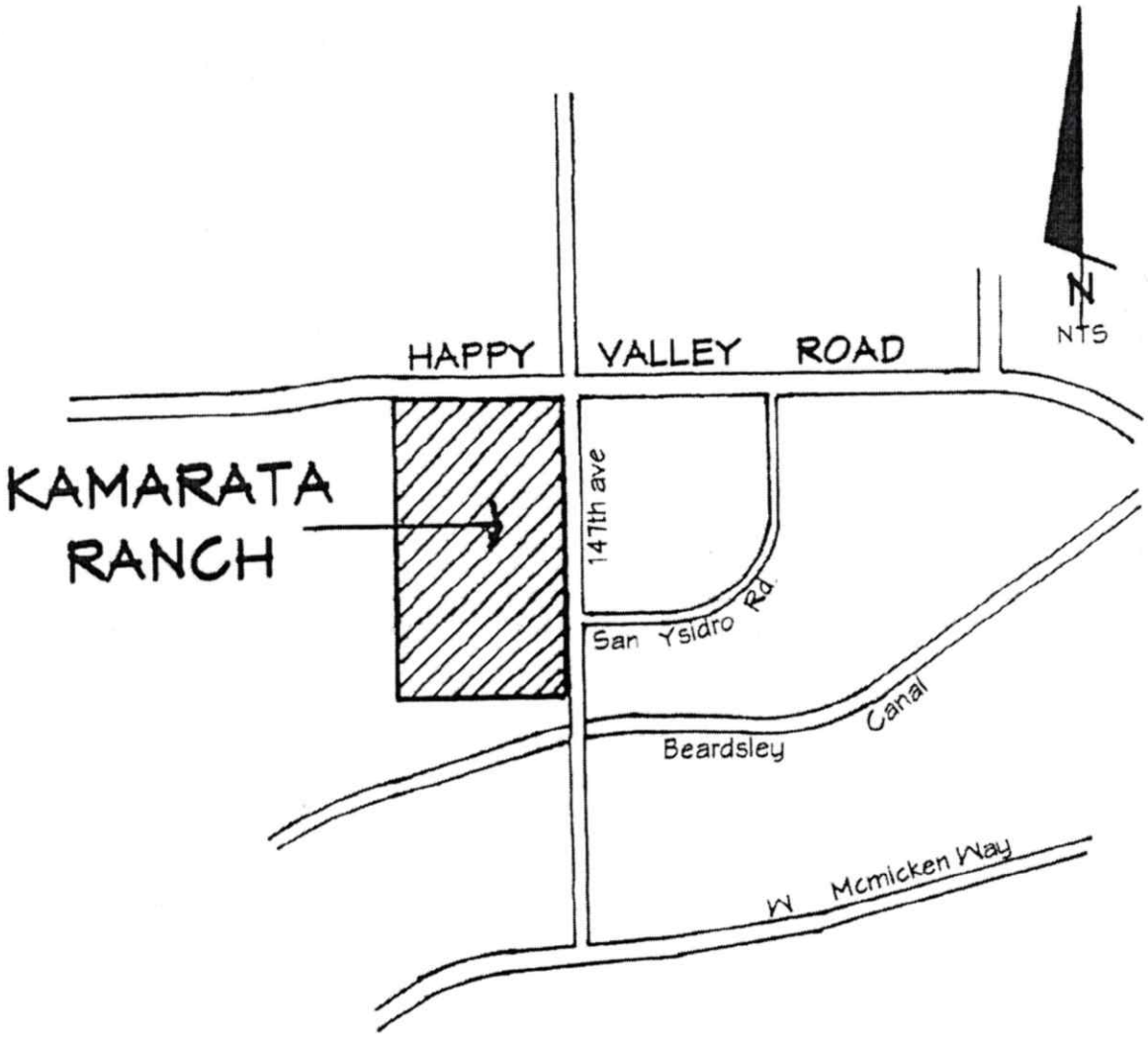
A Vicinity Map is shown on page 3 illustration Kamarata Ranch location (Southwest corner of Happy Valley Road and 147th Avenue.

Kamarata Ranch is a 57.53 gross acre proposed Residential High-Density development adjacent to Rancho Mercado PAD on the north, east and south. Applicant is requesting a zone change for 53.8 net acres from Residential Ranch (RR) to R-3 located at the Southwest corner of Happy Valley Road and 147th Avenue. This project includes working with and the cooperation with Rancho Mercado PAD, Beardsley Water Company and Paloma Creek Water Coordinator to formulate a cohesive development plan working out pedestrian pathways, traffic circulation, utilities and drainage. Kamarata Ranch Conceptual Plan as shown in **Exhibit D**, provides for up to 810 Residential High-Density units on 53.8 net acres or 15.056 dwelling units per acre.

Exhibit A depicts a map of the existing zoning of the subject property, adjacent PAD's, and vacant land. The adjacent specific zoning and land uses are as follows:

East	Rancho Mercado Parcels A7 & A8	PAD-Commercial and HDR Max. Density 21 DU/Ac.
South	Vacant Land	Rural Residential (RR)
West	Vacant Land	Rural Residential (RR)
North	Rancho Mercado Parcels A21 & A22	PAD-Commercial and LMDR Max. Density 5 DU/Ac.

Exhibit F Map shows Kamarata Ranch relationship to Rancho Mercado PAD.



VICINITY MAP

Description of Request:

Introduction.
Applicant is requesting a zone change, regarding Case No.FS22-0101 for 53.8 net acres from Residential Ranch (RR) to Residential High-Density R-3 located at the southwest corner of Happy Valley Road and 147th Avenue. See **Page 4,** Vicinity Map for the general location.

Project Overview and Zoning Request.

Currently the majority of Kamarata Ranch is located within the 100-year floodplain. The developer of Kamarata Ranch has been coordinating with the City of Surprise to alleviate the flooding situation and has entered into a Development Agreement with the City of Surprise to construct a drainage channel along the western boundary and a recharge facility along the southern boundary. These improvements with will take the entire Kamarata Ranch out of the 100-year floodplain and make it fully developable. The developer has also coordinated with the City of Surprise for street improvements, sewer and water facilities and traffic signalization.

Kamarata Ranch will be rezoned as a Residential High Density rental community. See **Exhibit A & B**, Existing & Proposed Zoning Maps and see **Exhibit C** for legal description. The 53.8 net acres fronting on Happy Valley Road and 147th Avenue is Assessor Parcel Number 503-69-003F and will be rezoned from Residential Ranch (RR) to Residential High-Density (R-3). Kamarata Ranch will include a maximum of 810 multi-family units for a net density of 15.056 DU/Ac. The residential units will be one to three stories in height.

The Concept Plan, see **Exhibit D**, provides for a couple of different residential for rent product types. The north Parcel A would include a typical apartment type complex or multi-story product on 27.2 net acres with up to 500 units for a net density of 18.4 du/ac. The south Parcel B would include single-story buildings with 1, 2 or 3 bedrooms per unit. Parcel B includes 26.6 net acres and up to 310 units for a net density of 11.6 du/ac.

A regional drainage channel will be constructed along the western boundary of Kamarata Ranch. This channel will drain into a large recharge basin located along the southern boundary of Kamarata Ranch. As part of an agreement with the City of Surprise, this basin will also provide for the detention requirement for Kamarata Ranch with "First Flush" basins on site. Additionally, there will be no underground water retention storage tanks within the Project.

Along with open space that the drainage channel will provide, each of the development parcels of Kamarata Ranch will include at a minimum a pool, tot lots, ramadas and pedestrian trails. The trail system within Kamarata Ranch will connect to the future park located to the southeast and to the Rancho Mercado master trail system as shown in Exhibit F.

Development on site will conform to the open space requirements of the SURPRISE LAND DEVELOPMENT ORCINANCE and the Engineering Design Standards.

R-3 Zoning Designations and Development Standards.

The property will be developed per the development standards in Section 106-2.5.C of the Surprise Land Development Ordinance.

The result of the Kamarata Ranch R-3 Rezone would be:

- Kamarata Ranch will be in conformance with the adopted Surprise General Plan 2035 as noted below.
- The development of Kamarata Ranch will occur in a manner that is consistent with the surrounding Planned Area Developments and share in major offsite infrastructure cost with other adjacent projects.
- The development will have seamlessly been integrated and aligned with adjacent with adjacent zoning, open space, pedestrian trails, drainage tracts, roads, and utilities with Rancho Mercado PAD.

Conformance with the adopted Surprise General Plan 2035:

Kamarata Ranch will achieve Goal 6 (Variety of Housing) of the Land Use Element of the General Plan. Those policies include *neighborhoods with choice of type, size and affordability of housing.* Additionally, Kamarata Ranch will provide a balanced housing mix of detached and attached housing that fosters and economically sustainable city.

As Part of the Neighborhood Character Area designation of the site, Kamarata Ranch will develop within the Urban Neighborhoods standards with 15+ dwelling units per acre. The multi-family development is adjacent to an arterial, Happy Valley Road, and a collector, 147th Avenue. Additionally, it is located across from planned commercial pads to the north and east and high density across 147th Avenue to the east. This follows the policies of the Urban Neighborhood where *multi-family buildings should be located along, and oriented toward, a proposed or existing collector or arterial corridor or in conjunction with existing multi-family sites, commercial centers.*

Ingress/Egress/Access:

Access to the project will be from Happy Valley Road at the 148th Avenue alignment. Three other access points will come from 147th Avenue with one of those aligned with W. San Ysidro Road. The roads within Kamarata Ranch will be private and gated.

EXHIBIT "A"

KAMARATA RANCH

EXISTING ZONING MAP

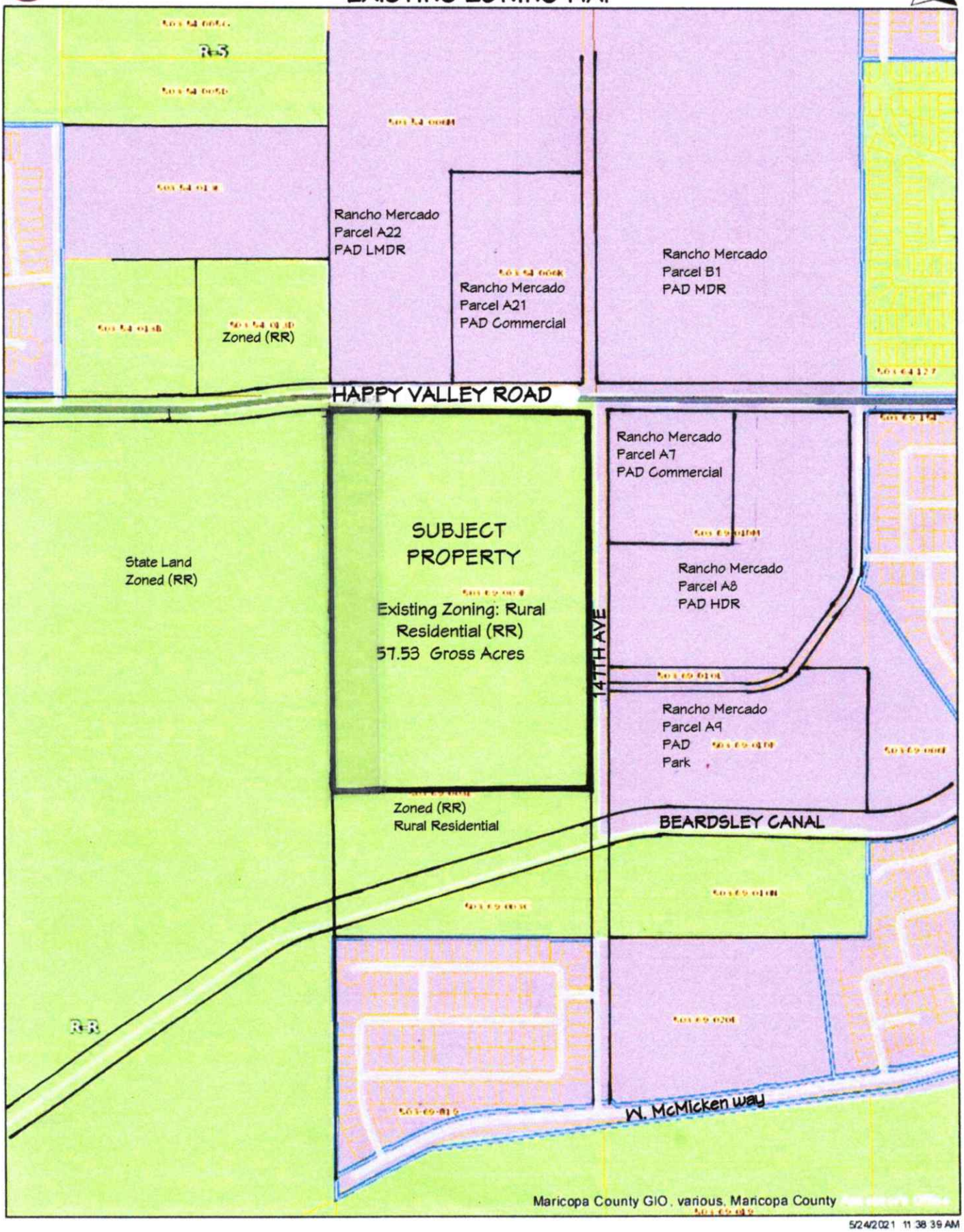


EXHIBIT "B"

KAMARATA RANCH

PROPOSED ZONING MAP

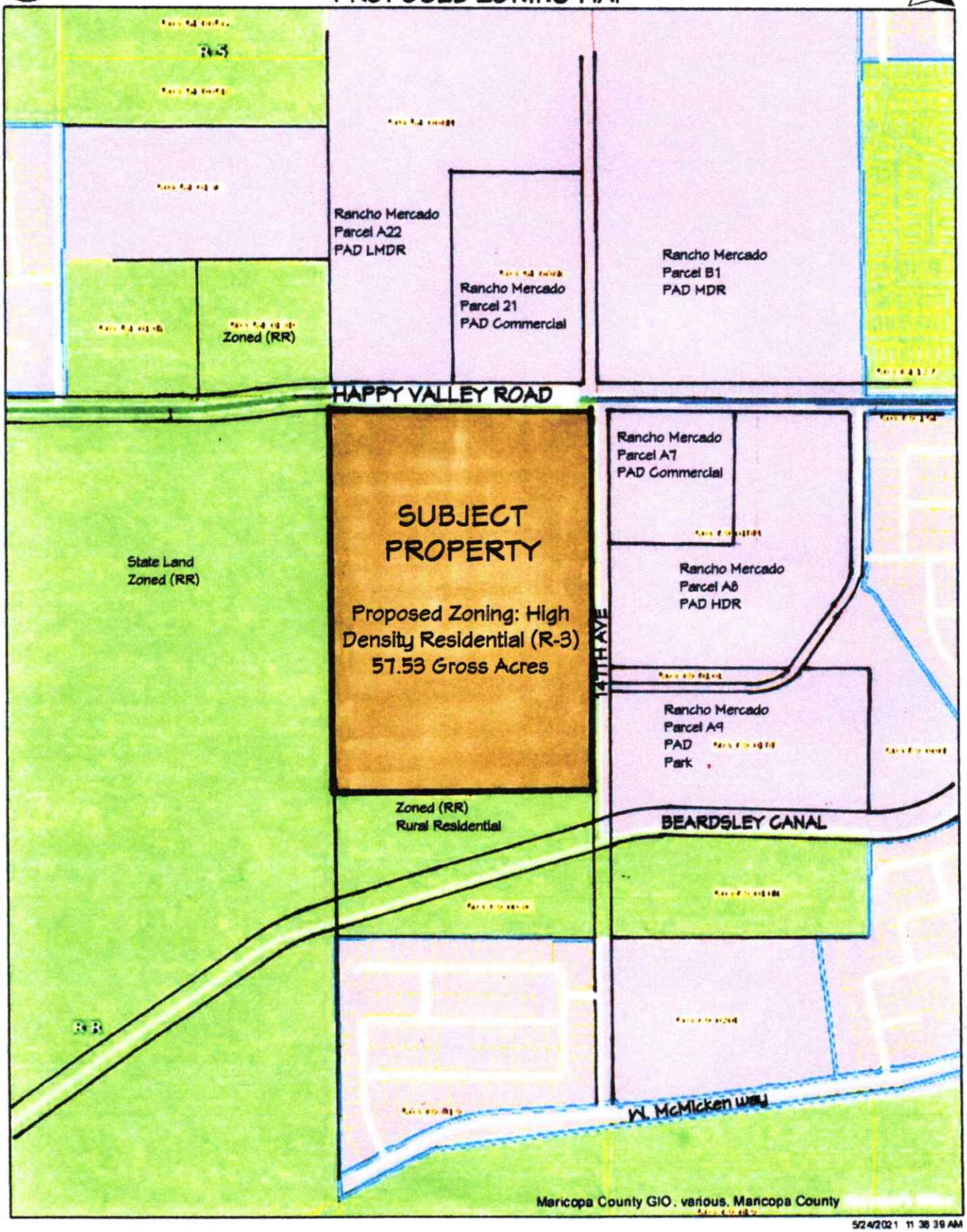


EXHIBIT "C"

LEGAL DESCRIPTION

That portion of the East half of the Northeast quarter of Section 8, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast quarter corner of said Section 8;
Thence South 00° 06' 47" East (Basis of Bearings) along the East line of Section 8 a distance of 2058.75 feet to the North line of the Beardsley Canal according to Book 584 of Maps, page 19, records of Maricopa County, Arizona, from which point the East quarter corner of Section 8 bears South 00° 06' 47" East a distance of 586.78 feet;
Thence South 73° 30' 58" West along said North line a distance of 41.69 feet to the West line of the East 40.00 feet of the Northeast quarter of Section 8;
Thence North 00° 06' 47" West along said West line a distance of 167.16 feet to the POINT OF BEGINNING;
Thence South 89° 53' 13" West a distance of 1272.30 feet to the West line of the East half of the Northeast quarter of Section 8;
Thence North 00° 08' 44" West along said West line a distance of 1846.72 feet to the South line of the North 68.00 feet of the Northeast quarter of Section 8;
Thence South 89° 36' 59" East along said South line a distance of 1273.40 feet to the West line of the East 40.00 feet of the Northeast quarter of Section 8;
Thence South 00° 06' 47" East along said West line a distance of 1835.68 feet to the POINT OF BEGINNING.

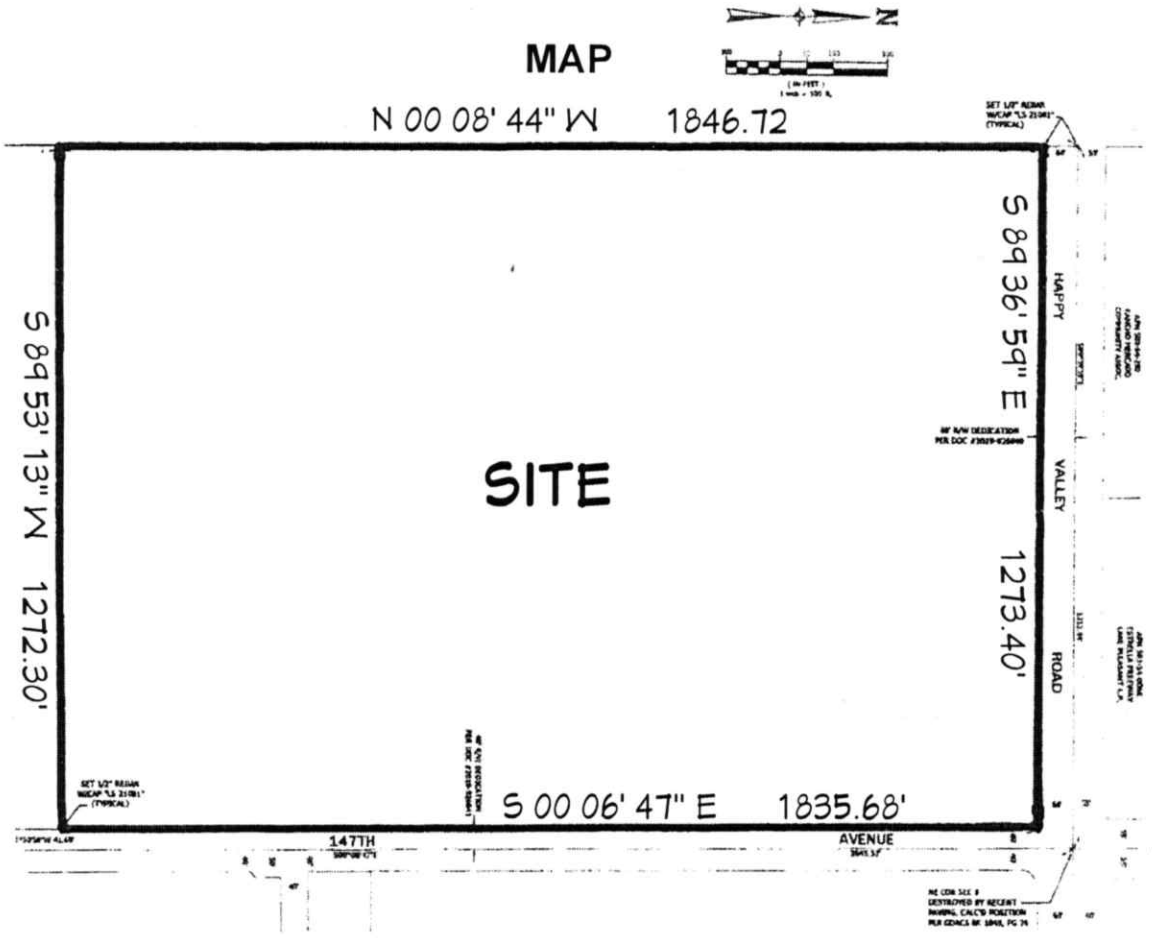
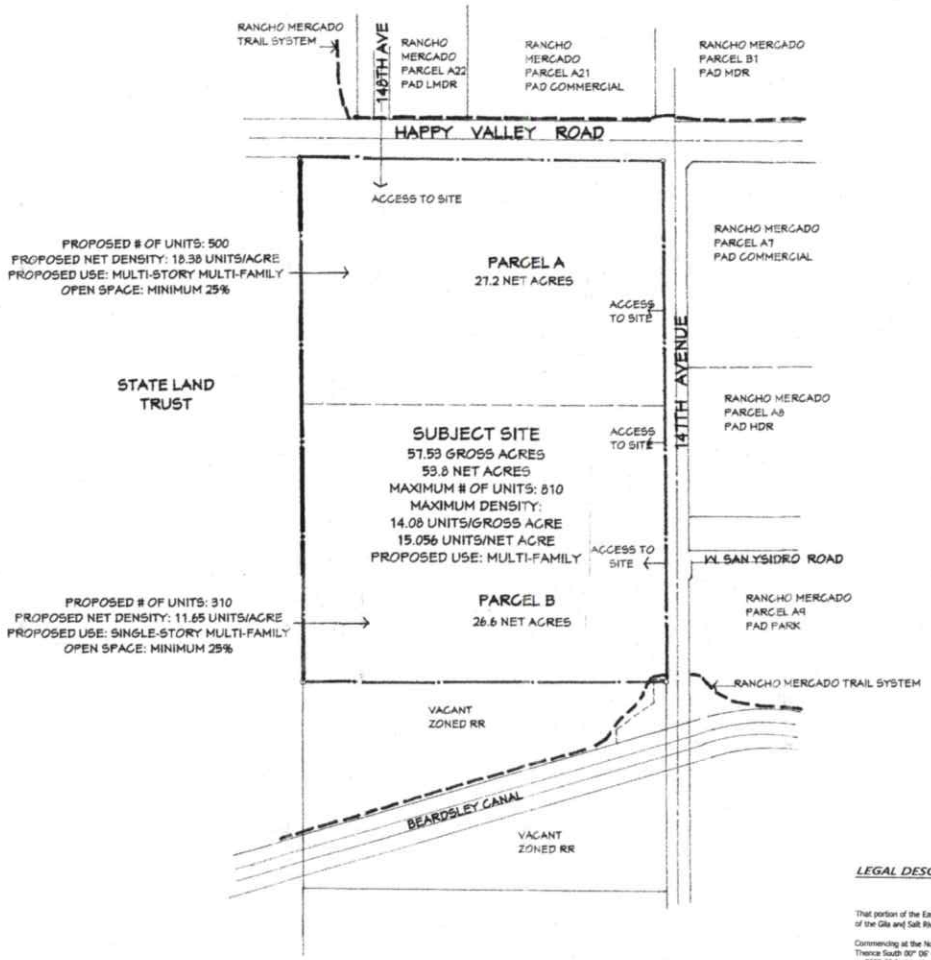


EXHIBIT "D"



KAMARATA RANCH
CONCEPTUAL SITE PLAN
CASE# FS22-0101

OWNER: KAMARATA FAMILY TRUST
31208 n. 61st Street
Cave Creek, Arizona 85331

DEVELOPER: KAMARATA RANCH LLC
18835 N. Thompson Peak Parkway Suite #215
Scottsdale, AZ 85255
John Wittrock
(602) 469-805 Email: jowittrock@cox.net

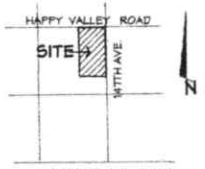
DESIGNER: WALSH DESIGN GROUP
6106 E. Rose Circle Dr.
Phoenix, AZ 85018
Joe Walsh
(602) 619-7581
Email: Landoc@cox.net

SITE SUMMARY

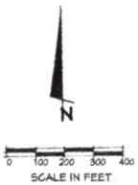
GROSS ACERAGE:	57.53 Acres
NET ACERAGE:	53.80 Acres
EXISTING ZONING:	RR
EXISTING LAND USE:	Vacant
PROPOSED ZONING:	R-3
PROPOSED LAND USE:	HIGH DENSITY Residential
REQUEST:	ZONE CHANGE FROM RR to R-3

SITE INFORMATION

ASSESSOR PARCEL #:	503-69-003F
SCHOOL DISTRICT:	DYSART UNIFIED SCHOOL DISTRICT #89
WATER:	CITY OF SURPRISE
WASTEWATER DISPOSAL:	CITY OF SURPRISE
FIRE PROTECTION:	CITY OF SURPRISE
POLICE PROTECTION:	CITY OF SURPRISE
ELECTRIC:	APS
NATURAL GAS:	SOUTHWEST GAS
TELEPHONE:	CENTURYLINK
REFUSE:	WASTE MANAGEMENT



VICINITY MAP



LEGAL DESCRIPTION

That portion of the East half of the Northeast quarter of Section 8, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast quarter corner of said Section 8;
Thence South 00° 06' 47" East (Basis of Bearings) along the East line of Section 8 a distance of 2658.75 feet to the North line of the Boardsley Canal according to Book 594 of Maps, page 15, records of Maricopa County, Arizona, from which point the East quarter corner of Section 8 bears South 00° 06' 47" East a distance of 386.78 ft;
Thence South 73° 30' 38" West along said North line a distance of 41.69 feet to the West line of the East 40.00 feet of the Northeast quarter of Section 8;
Thence North 00° 06' 47" West along said West line a distance of 167.16 feet to the POINT OF BEGINNING;
Thence South 89° 53' 13" West a distance of 1272.36 feet to the West line of the East half of the Northeast quarter of Section 8;
Thence North 00° 08' 44" West along said West line a distance of 1846.72 feet to the South line of the North 68.00 feet of the Northeast quarter of Section 8;
Thence South 89° 36' 59" East along said South line a distance of 1273.40 feet to the West line of the East 40.00 feet of the Northeast quarter of Section 8;
Thence South 00° 06' 47" East along said West line a distance of 1835.68 feet to the POINT OF BEGINNING.

WALSH DESIGN GROUP
JOE WALSH
6106 E. ROSE CIRCLE DRIVE
PHOENIX, AZ 85018
(602) 619-7581
Landoc@cox.net

REVISIONS	BY
3/10/2022	JPV

REV. DATE: 2/12/2022
Date 11/19/2021
Scale 1"=200'
Drawn JPV
Job
Sheet
Of Sheets

EXHIBIT "E"

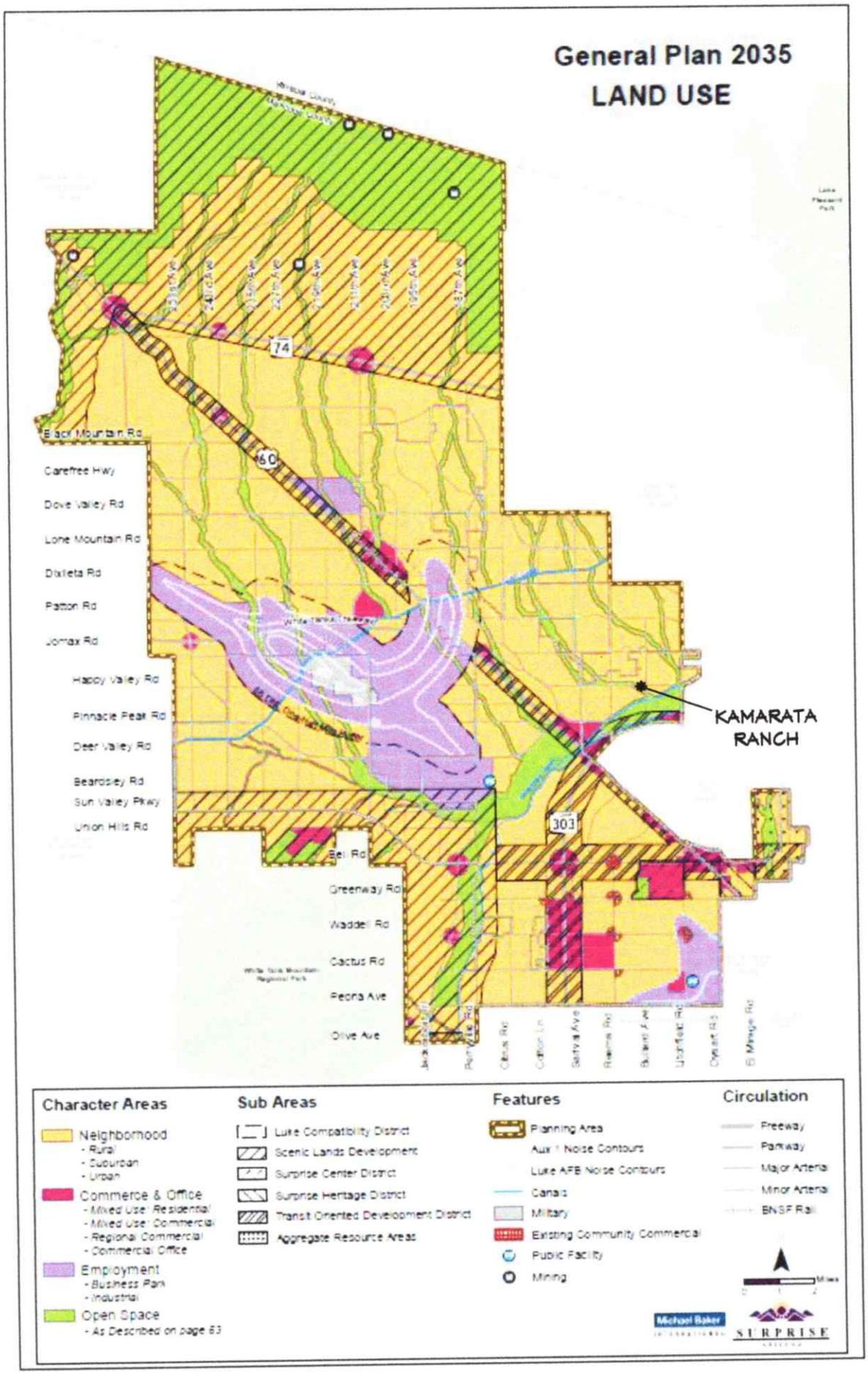

General Plan 2035
LAND USE
KAMARATA RANCH
Black Mountain Rd
Carefree Hwy
Dove Valley Rd
Lone Mountain Rd
Dixileta Rd
Patton Rd
Jomax Rd
Happy Valley Rd
Pinnacle Peak Rd
Deer Valley Rd
Beardsley Rd
Sun Valley Pkwy
Union Hills Rd
Bell Rd
Greenway Rd
Waddell Rd
Cactus Rd
Peoria Ave
Olive Ave
74
60
303
Character Areas
Neighborhood
- Rural
- Suburban
- Urban
Commerce & Office
- Mixed Use: Residential
- Mixed Use: Commercial
- Regional Commercial
- Commercial Office
Employment
- Business Park
- Industrial
Open Space
- As Described on page 63
Sub Areas
Luke Compatibility District
Scenic Lands Development
Surprise Center District
Surprise Heritage District
Transit Oriented Development District
Aggregate Resource Areas
Features
Planning Area
Aux 1 Noise Contours
Luke AFB Noise Contours
Canals
Military
Existing Community Commercial
Public Facility
Mining
Circulation
Freeway
Parkway
Major Arterial
Minor Arterial
BNSF Rail
Miles
Michael Baker
SURPRISE

EXHIBIT "F"

Jomax Road
143rd Ave.
Rancho Mercado
Parcel A-26 COMM
Parcel A25 COMM
Parcel A24 LDR 63'x115'
Parcel A23 LDR 63'x115'
Exception Parcel
Parcel A22 LMDR 53'x105'
Parcel A21 COMM
Parcel B4 COMM
Parcel B5 MDR Z-Lot
Parcel B3 LDR 63'x115'
Parcel B6 LMDR 53'x105'
Parcel B8 ROS / Park
Parcel B7 EDU
Parcel B9 LDR 75'x120'
Parcel B11 HDR
Parcel B12 COMM
Parcel B13 LDR 75'x120'
Parcel B2 LDR 58'x110'
Parcel A15 MDR Z-Lot
Parcel A16 MDR Z-Lot
Parcel A17 LDR 63'x115'
Parcel A19 LDR 75'x120'
Parcel B1 MDR Cluster
Exception Parcel
Parcel A14 MDR Z-Lot
Parcel A18 MDR Cluster
Happy Valley Road
KAMARATA RANCH
Parcel A7 COMM
Parcel A8 HDR
Parcel A11 LMDR 53'x105'
Parcel A12 LDR 58'X110'
Parcel A13 ROS/Park
Parcel A10 EDU
Parcel A9 ROS / Park
Beardsley Canal
Parcel A5 LDR 63'x115'
Parcel A6 LDR 75'x120'
Parcel A4 LDR 58'x110'
EXCEPTION PARCEL
Parcel A3 MDR Z-Lot
Parcel A1 LDR 83'x125'
Parcel A2 MDR Cluster
Alameda Road
Bullard Road
Future Connection to Loop 303 (by others)
Parcel A-27 EMP
Parcel A-28 EMP
Loop 303 Freeway

Leslie Carnie

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Monday, January 24, 2022 4:11 PM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-0101 Kamarata Ranch Rezone & MLD - New Digital Submittal 01.11.22
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for allowing Luke AFB to make comments on the Kamarata Ranch Rezone & MLD Application. This application is a minor land division for 3 lots. The site is located on the southwest corner of Happy Valley Rd and 147th Ave in Surprise, AZ. It is approximately 4.5 miles outside the Luke AFB 1988 JLUS 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.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. 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 the tenant about Luke AFB operations.

Respectfully,

Mark

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Tuesday, January 11, 2022 10:45 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay ONeil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Subject: [Non-DoD Source] FS22-0101 Kamarata Ranch Rezone & MLD - New Digital Submittal 01.11.22

Good morning,

Attached please find the **application**, **narrative**, and **minor land division** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS22-0101

Applicant Name: Walsh Design Group

Location: SEC 147th Ave and Happy Valley Rd

Date Site Posted: 05/09/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — Applicant/Representative Signature

5/9/22 — Date

This instrument was acknowledged before me on 05/09/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

Notary Public

10-25-24 — My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
City of Surprise
In-Person and Virtual
Neighborhood Meeting
Date: April 25, 2022
Time: 6:00 P.M.
Location: Asante Library
16755 W. Vereda Solana Dr.
Surprise AZ 85374
Virtual Meeting info
April 25th, 2022 @6pm-7PM
Zoom.com
Meeting ID: 974 4994 6296
Passcode: 109837
Planning & Zoning
Date: May 19, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
City Council
Date: June 21, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Case number: FS22-0101
Request: Rezone from Rural Residential (RR) to Residential High Density (R-3)
HAPPY VALLEY ROAD
SITE
VICINITY MAP
Please call to confirm dates: 623- 222-3011
Surpriseaz.gov
May 9, 2022 at 1:52:21 PM
W Happy Valley Rd
Surprise AZ 85387
United States

Notice of Public Hearing
City of Surprise
In-Person and Virtual
Neighborhood Meeting
Date: April 25, 2022
Time: 6:00 P.M.
Location: Asante Library
16755 W. Vereda Solana Dr.
Surprise AZ 85374
Virtual Meeting info
April 25th, 2022 @6pm-7PM
Zoom.com
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Case number: FS22-0101
Request: Rezone from Rural Residential (RR) to Residential High Density (R-3)
HAPPY VALLEY ROAD
SITE
VICINITY MAP
Please call to confirm dates: 623- 222-3011 Surpriseaz.gov
May 9, 2022 at 1:52:33 PM
W Happy Valley Rd
Surprise AZ 85387
United States

Notice of Public Hearing
City of Surprise
In-Person and Virtual
Neighborhood Meeting
Date: April 25, 2022
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16755 W. Vereda Solana Dr.
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Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Case number: FS22-0101
Request: Rezone from Rural Residential (RR) to Residential High Density (R-3)
HAPPY VALLEY ROAD
SITE
VICINITY MAP
Please call to confirm dates: 623- 222-3011 Surpriseaz.gov
May 9, 2022 at 1:55:03 PM
W Happy Valley Rd
Surprise AZ 85387
United States

Notice of Public Hearing
City of Surprise
In-Person and Virtual
Neighborhood Meeting
Date: April 25, 2022
Time: 6:00 P.M.
Location: Asante Library
16755 W. Vereda Solana Dr.
Surprise AZ 85374
Virtual Meeting info
April 25th, 2022 @6pm-7PM
Zoom.com
Meeting ID: 974 4994 6296
Passcode: 109837
Planning & Zoning
Date: May 19, 2022
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Surprise, AZ 85374
City Council
Date: June 21, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Case number: FS22-0101
HAPPY VALLEY ROAD
SITE
VICINITY MAP
Request: Rezone from Rural Residential (RR) to Residential High Density (R-3)
Please call to confirm dates: 623- 222-3011 Surpriseaz.gov
May 9, 2022 at 1:54:51 PM
W Happy Valley Rd
Surprise AZ 85387
United States
Maps

KAMARATA RANCH
CASE# FS22-0101
PARTICIPATION REPORT

DATE: APRIL 26, 2022

DETAILS OF TECHNIQUES USED

The site was posted with two signs on April 7, 2022. One sign was located along Happy Valley Road and the other on 147th Avenue. The signs included the Notice of Public Hearings for a Neighborhood Meeting, Planning and Zoning hearing and City Council Hearing. The Neighborhood Meeting was held on April 25, 2022 at the Asante Library at 6pm and included a Virtual Meeting on Zoom. The applicant along with three representatives and Leslie Carnie, Surprise Planner, attended the meeting. There were no attendees at the meeting and nobody connected through the Zoom meeting.

CONTENT

A notification of the Neighborhood Meeting was mailed out on April 5, 2022 to 12 recipients. A legal ad was run in the Daily Independent on April 5, 2022 and in the Surprise Independent on April 6, 2022.

SUMMARY OF CONCERNS OR ISSUES

Since there was no one in attendance at either the meeting at the library or Zoom meeting and there has been no calls or letters received, there seems to be no concerns or issues relating to the rezoning request.

ATTACHMENTS

Affidavit of posting with sign photo's
Neighborhood Meeting Mail out

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS22-0101

Applicant Name: Walsh Design Group

Location: SEC 147th Ave and Happy Valley Rd

Date Site Posted: 04/07/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — 4/7/22

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 04/07/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

Mary B. Conrad
Notary Public

10.25.24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

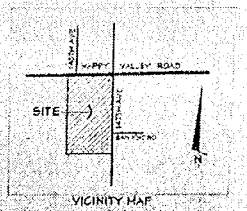
Notice of Public Hearing
City of Surprise

In-Person and Virtual

Neighborhood Meeting	Planning & Zoning	City Council
Date: April 25, 2022	Date: TBD	Date: TBD
Time: 6:00 P.M.	Time: 6:00 P.M.	Time: 6:00 P.M.
Location: Asante Library 16755 W. Vereda Solana Dr. Surprise AZ 85374	Location: 16000 N Civic Center Plaza Surprise, AZ 85374	Location: 16000 N Civic Center Plaza Surprise, AZ 85374

Virtual Meeting info
April 25th, 2022 @6pm-7PM
Zoom.com
Meeting ID: 974 4994 6296
Passcode: 109837

Case number: FS22-0101



VICINITY MAP

Request: Rezone from Rual Residential (RR) to Residential High Density (R-3)

Please call to confirm dates: 623- 222-3011 Surpriseaz.gov

W Happy Valley
Surprise AZ 85
Thursday, April 7, 2022

Notice of Public Hearing

City of Surprise

In-Person and Virtual

Neighborhood Meeting

Date: April 25, 2022
Time: 6:00 P.M.
Location: Asante Library
16755 W. Vereda Solana Dr.
Surprise AZ 85374

Virtual Meeting info
April 25th, 2022 @6pm-7PM
Zoom.com
Meeting ID: 974 4994 6296
Passcode: 109837

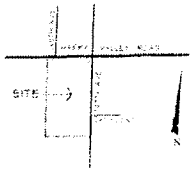
Planning & Zoning

Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

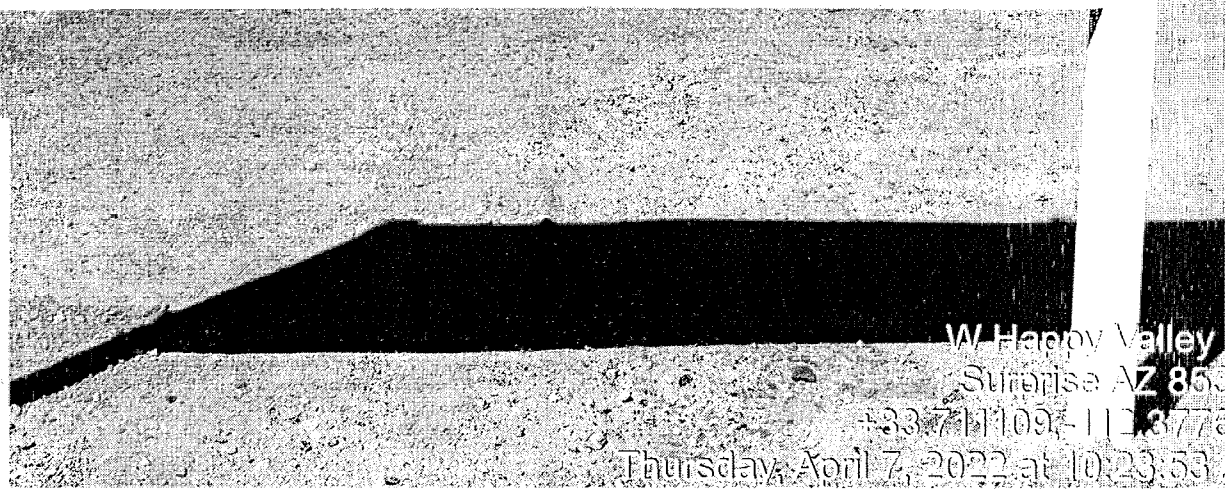
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Case number: FS22-0101



Request: Rezone from Rual Residential (RR) to Residential High Density (R-3)

Please call to confirm dates: 623- 222-3011 Surpriseaz.gov



Maps

DEVELOPMENT PROJECT
NEIGHBORHOOD MEETING

Please be advised, Joe Walsh with Walsh Design Group, on behalf of John Wittrock will host a Neighborhood Meeting to discuss the project referenced below. This meeting will be conducted in person and virtually. Any member of the public may participate in the conversation as it pertains to this project. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of this meeting, however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

Applicant: Joe Walsh, 602.619.7581, Landoc@cox.net
City of Surprise Planner: Leslie Carnie, 623.222.3153, leslie.carnie@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE: Monday, April 25, 2022
TIME: 6:00 PM
LOCATION: Asante Library
16755 W Vereda Solana Dr.
Surprise, AZ 85387

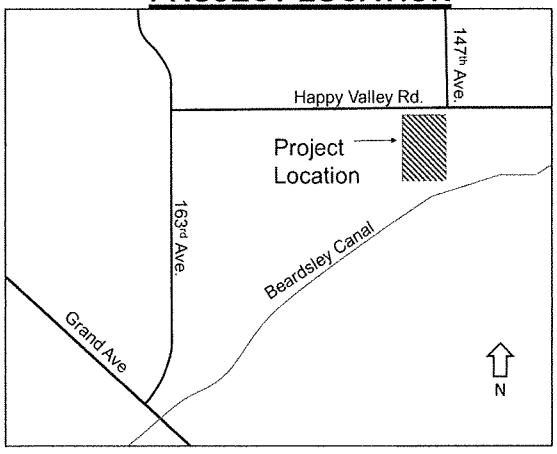
ONLINE ACCESS: https://zoom.us/j/97449946296?pwd=TTBBVUI2MXdsZWZVVlRzNVdqeEFIdz09

Dial: +1 253 215 8782 US

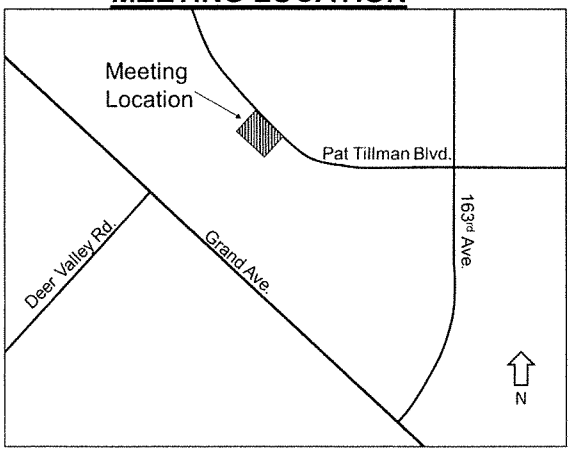
Meeting ID: 974 4994 6296

Passcode: 109837

PROJECT LOCATION



MEETING LOCATION



PROJECT DESCRIPTION:

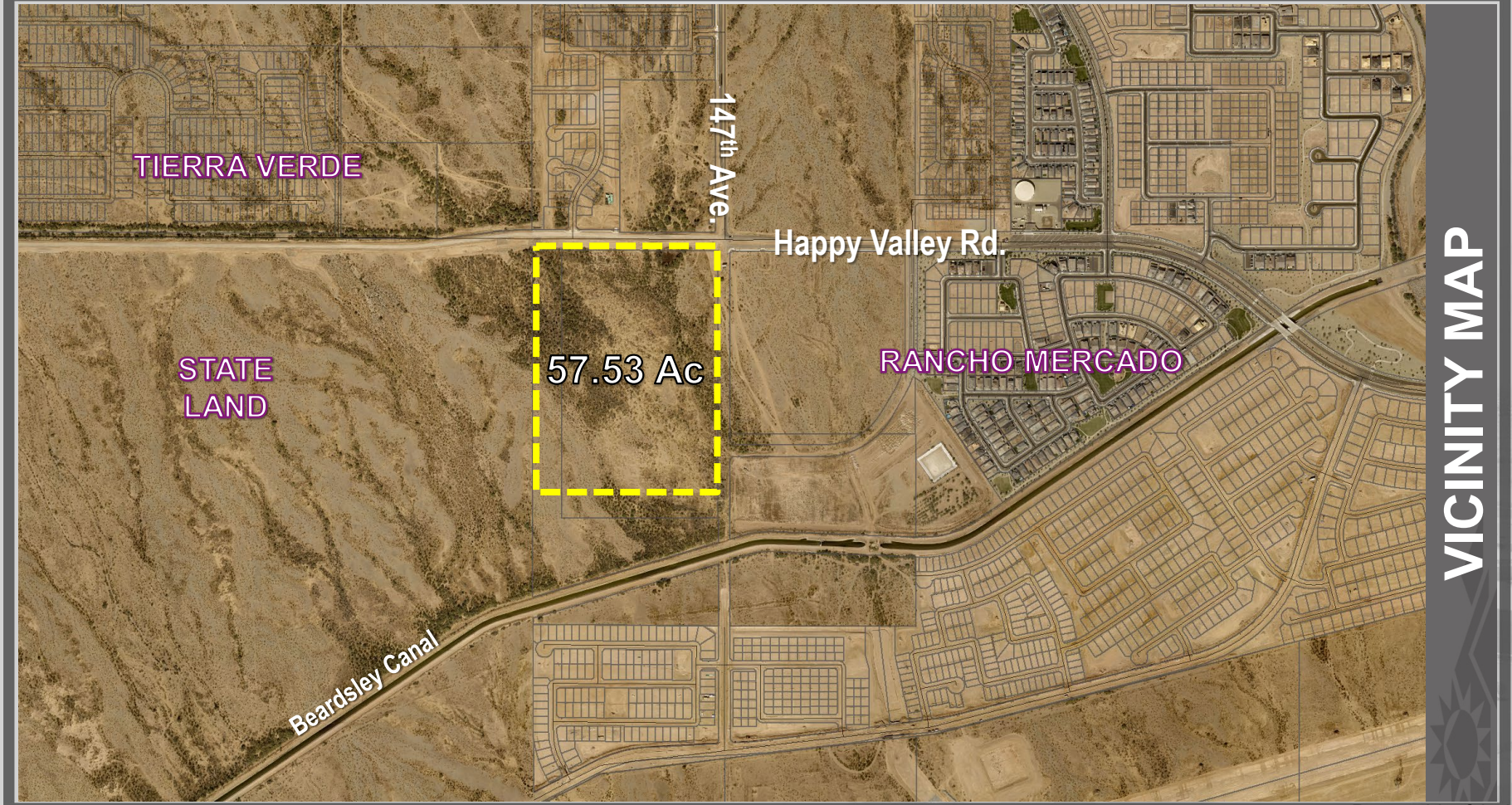
A Rezone of a property from Rural Residential (RR) zoning to High Density Residential (R-3). The property is approximately 57.8 acres and located southeast of the intersection of 147th Avenue and Happy Valley Rd. Surprise Planning Case FS22-0101.

SURPRISE
ARIZONA

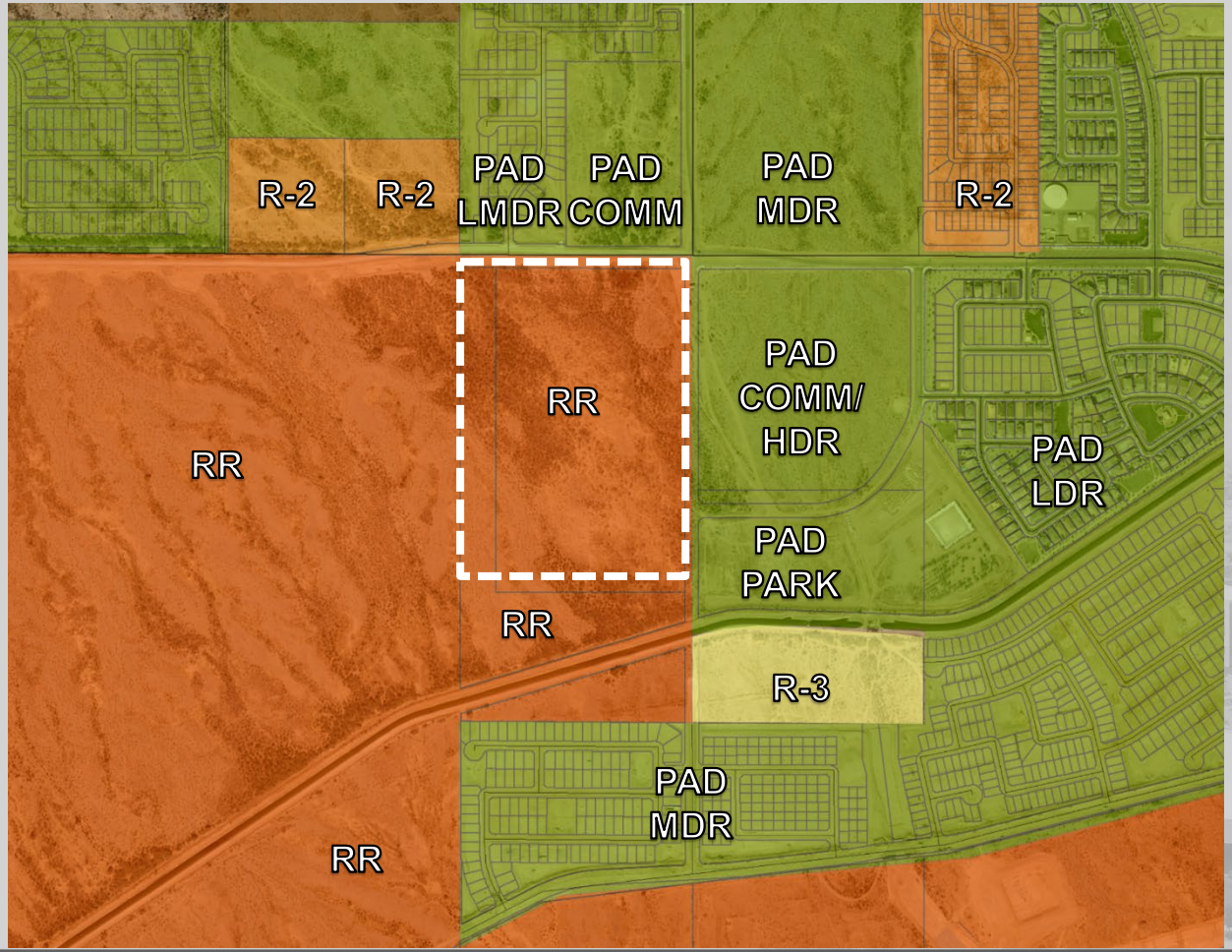
FS22-0101
Kamarata Ranch Rezone

City Council

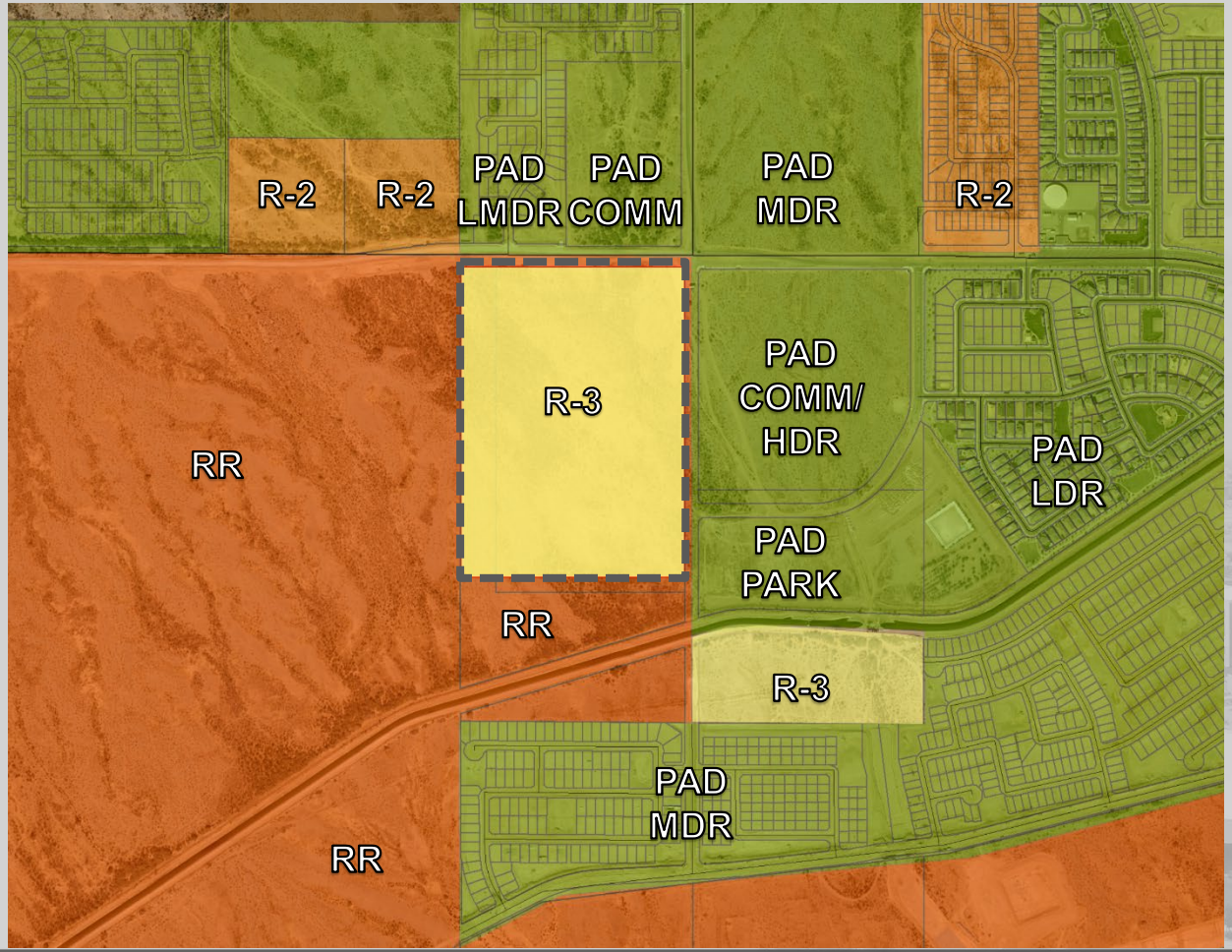
June 21, 2022


TIERRA VERDE
147th Ave.
Happy Valley Rd.
57.53 Ac
STATE LAND
RANCHO MERCADO
Beardsley Canal
VICINITY MAP

EXISTING ZONING



PROPOSED ZONING



OUTREACH

- Site Posting, 300’ Mailers, Newspaper Publishings

- Citizen Participation Meeting 4/25/2022
  - No attendees
  - No opposition or concerns

RECOMMENDATION

May 19, 2022

P&Z Commission Recommended Approval to the Mayor and City Council, subject to stipulation ‘a’ through ‘d’.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

ORDINANCE # 2022-15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM RURAL RESIDENTIAL (RR) TO RESIDENTIAL HIGH DENSITY (R-3) FOR KAMARATA RANCH, A PROPERTY LOCATED ON THE SOUTHEAST CORNER OF HAPPY VALLEY ROAD AND 147TH AVENUE.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located on the southeast corner of Happy Valley Road and 147th Avenue;

WHEREAS, the subject site is approximately 57.5 acres and is currently zoned Rural Residential (RR);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed Rezone to Residential High Density (R-3), satisfies the requirements set forth in the City of Surprise Land Development Ordinance (LDO);

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on May 19, 2021, the Planning and Zoning Commission recommended approval of the Rezone for Kamarata Ranch.

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

Section 1. *Rezoning.* The parcel legally described on ***Exhibit A*** and depicted on ***Exhibit B***, known as "Kamarata Ranch" is rezoned from Rural Residential (RR) to Residential High Density (R-3) subject to the following stipulations:

a. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc., that the Happy Valley West ("HVW") Buy-in Fee, the Happy Valley East ("HVE") Buy-in Fee, the Sewer Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), as amended, have been paid.

b. Prior to the City approving a *Final Plat*, *Site Plan*, or building permit within the property, applicant shall provide the City with a Notice of Payment from Paloma Creek Water Coordinator, LLC of the Buy-in Fee, as described in the Spa 2 East Water, Water Recharge, and Wastewater Agreement (Regional Improvements Overlay Agreement).

c. Prior to the City approving a *Final Plat*, *Site Plan*, or building permit within the property, applicant must submit proof of payment for SPA 2 Sewer Interceptor Agreement buy-in fees prior to City approval of Final Plat.

d. Applicant must provide proof of payment for sewer treatment capacity with the Final Plat submittal per the SPA 2 Water Reclamation Facility Capacity Allocation Agreement recorded as instrument NO. 201503548465, Records of Maricopa County, Arizona dated 5/20/2015.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

PASSED AND ADOPTED this_____day of _____2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR PROPERTY

EXHIBIT "A"

DESCRIPTION

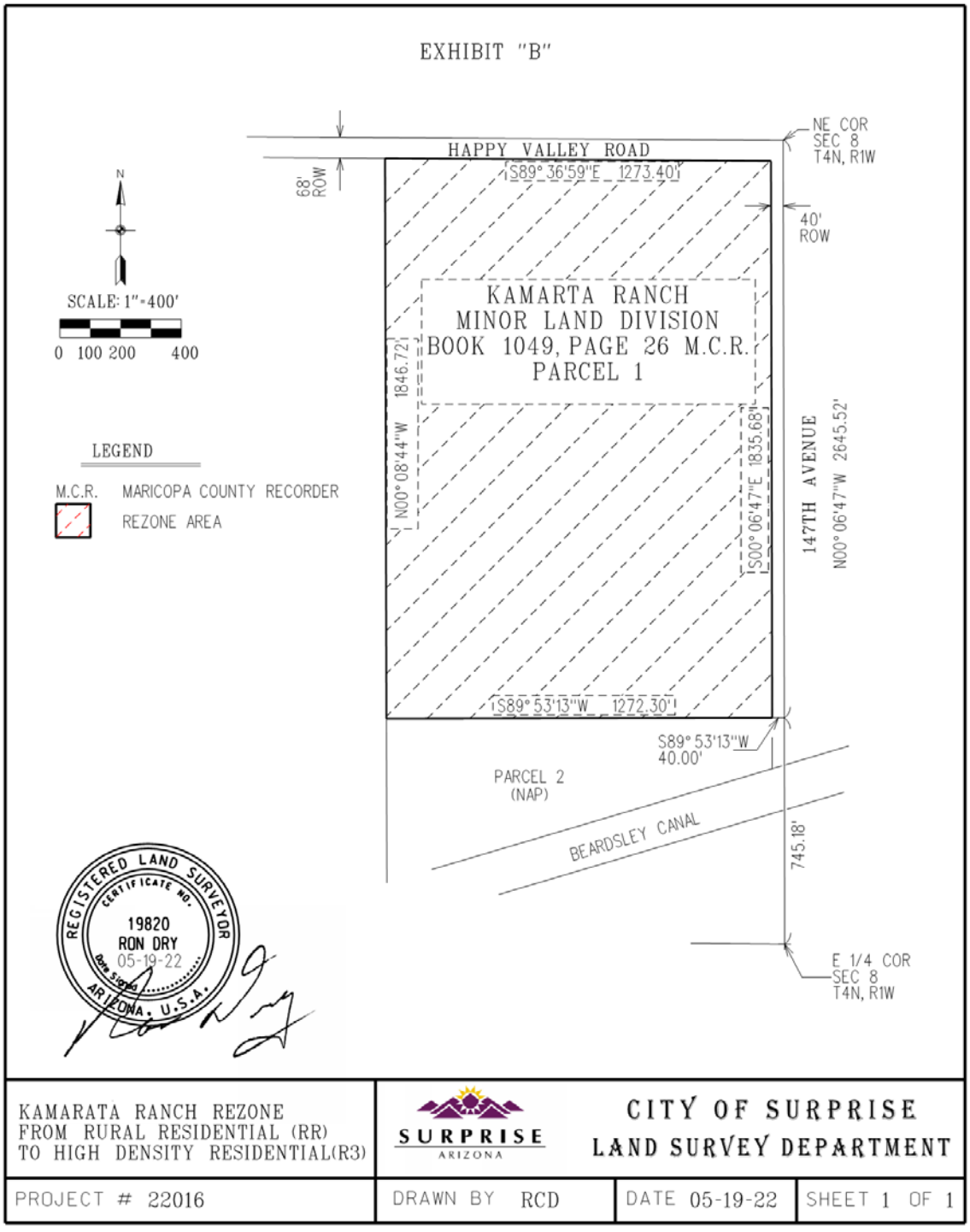
**KAMARATA RANCH REZONE from RURAL RESIDENTIAL (RR)
to HIGH DENSITY RESIDENTIAL (R3)**

Parcel 1 of Kamarata Ranch Minor Land Division as recorded in Book 1669, Page 11, records of Maricopa County, Arizona, situated in the Northeast Quarter of Section 8, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona.

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

End of description

EXHIBIT B
DEPICTION OF THE PROPERTY TO BE RE-ZONED



Ordinance No. 2022-15
RFLS #8320
Rev 05/22

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action regarding a PAD Amendment for the Surprise Farms South PAD, Parcels 19 and 20, generally located at the southeast corner of Bell and Citrus Roads; Ordinance #2022-14.

Motion:
I move to approve Ordinance #2022-14; or in the alternative:
I move to deny the subject PAD Amendment.

Background:
The subject request involves a major PAD Amendment to the Surprise Farms Planned Area Development (PAD). This request is for the following: 1) rezone a portion of Parcel 20, approximately 4.5-acres of commercial to H.D.R and combine it with the existing H.D.R parcel (Parcel 19); 2) reconfigure the remaining 4-acres commercial parcel from a north/south orientation to an east/west orientation to relocate it along Bell Road; 3) increase the building height from 35 feet to 42 feet; 4) revise the parking ratio; and; 5) increase the H.D.R density from 18 du/ac to 27.13 net du/ac located at the southeast corner of Bell Road Citrus Roads.

Objective Analysis:
The subject PAD Amendment is in harmony with the purposes and intent of the Surprise Farms PAD, in addition to other applicable City of Surprise regulations. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The subject PAD Amendment is consistent with the intent of the Surprise Farms PAD and advances the goals and policies of the General Plan.

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS21-905 Surprise Farms - South PAD Amendment Parcels 19 and 20 - Staff Report (1)
2. 01 FS21-905 Surprise Farms - South Pad Amendment Parcels 19 & 20 - Vicinity Map
3. 02 FS21-905 Surprise Farms - South PAD Amendment Parcels 19 & 20 - Zoning Map
4. 03 FS21-905 - Surprise Farms South PAD Amendment Parcels 19 & 29 - Zoning Document
5. 04 FS21-905 Surprise Farms South PAD Amendment Parcels 19 & 20 - Luke AFB letter
6. 05 FS21-905 Surprise Farms South PAD Amendment Parcels 19 & 20 - Citizen Participation Report
7. 06 FS21-905 Surprise Farms South PAD Amendment Parcels 19 and 20 - Affidavit of Posting
8. FS21-905 Surprise Farms South PAD Amendment Parcels 19 & 20 Presentation

PAD Amendment

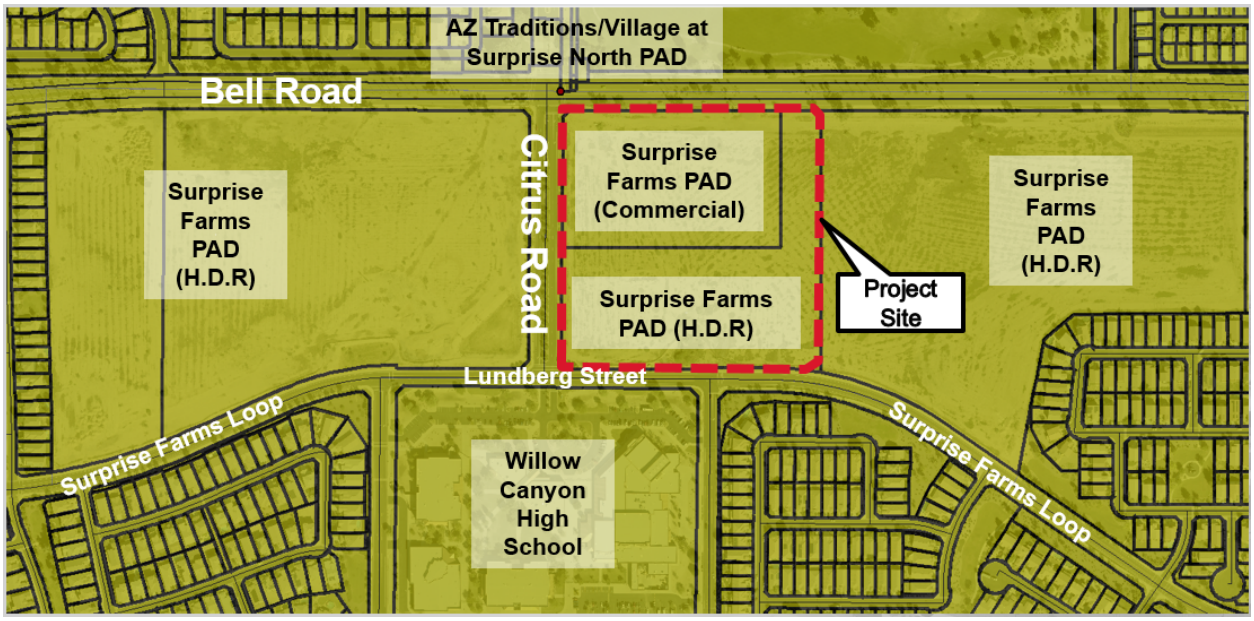
REPORT TO CITY COUNCIL

Case:	**FS21-905**
Project Name:	Surprise Farms – South PAD
Council District:	1 – Acacia
Meeting Date:	**June 21, 2022**
Planner:	Chris Sexton, Planner II
Owner:	Scott Phillips with Surprise Village Company LLC
Applicant:	Taylor Earl with Earl and Curley
Request:	PAD Amendment to the Surprise Farms PAD to rezone a portion of the commercial parcel (Parcel 20) to High Density Residential (H.D.R) and combine it with the existing H.D.R parcel (Parcel 19) and various development standards
Site Location:	Generally, on the southeast corner of Bell Road and Citrus Road
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	The applicant held one (1) neighborhood outreach meeting on February 24, 2022.
Commission Recommendation:	The Planning and Zoning Commission recommends **denial** of the subject PAD Amendment, case FS21-905.

Project Description:

Surprise Village Company LLC requests approval of a Major PAD Amendment to the Surprise Farms Planned Area Development (PAD). This request is for the following: 1) rezone a portion of Parcel 20, approximately 4.5-acres of commercial to H.D.R and combine it with the existing H.D.R parcel (Parcel 19); 2) reconfigure the remaining 4-acres commercial parcel from a north/south orientation to an east/west orientation to relocate it along Bell Road; 3) increase the building height from 35 feet to 42 feet; 4) revise the parking ratio; and; 5) increase the H.D.R density from 18 du/ac to 27.13 net du/ac located at the southeast corner of Bell Road Citrus Roads.

Surrounding Land Zoning:



PAD – Residential	PAD – Residential	PAD - Commercial
PAD – Residential	**PAD – Commercial/Industrial**	PAD – Residential
PAD – Residential	PAD – Willow Canyon High School	PAD – Residential

Background:

June 20, 1984: The subject parcel was annexed into the City under Ordinance 84-03.

March 27, 1995: The Mayor and City Council approved a PAD for Surprise Farms, under Case PADA95-003.

January 28, 1999: The Mayor and City Council approved administrative revisions, under Case PADA97-063.

March 24, 2004: The Mayor and City Council approved transportation revisions, under Case PADA03-283.

October 26, 2006: An administrative approval for the abandonment of Citrus Road under Case FS06-420.

May 23, 2008: An administrative approval to allow pet grooming as a land use, under Case PADA08-117.

July 15, 2008: The Planning and Zoning Commission approved a Comprehensive Sign Program for Surprise Farms Gateway, under Case PADA08-037.

April 30, 2009: An administrative approval for revisions to setbacks under Case PADA09-065.

September 2, 2021: A Concept Review meeting was held under case CR21-450.

November 22, 2021: The applicant filed a request for a Major Zoning Amendment, Site Plan and Lot Line Adjustment under case FS21-905.

February 24, 2022: The applicant held a Neighborhood Meeting to discuss the project.

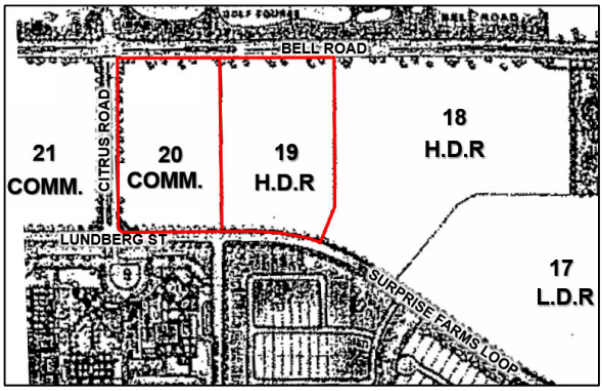
March 1, 2022: The Mayor and City Council approved a major amendment to Parcel 21 in the PAD to rezone approximately 11-acres from Commercial (C-2) to High Density Residential (H.D.R) under case FS21-555.

February 24, 2022: The applicant held a Neighborhood Meeting at Canyon Ridge Elementary School. The meeting was properly advertised per the requirements of the LDO. During this meeting, there were approximately nine (9) in-person attendees and five (5) virtual attendees from the Surprise Farms and Arizona Traditions master planned communities. In general, the residents brought forth concerns pertaining to lighting, access to the site, number of bedrooms, density, parking, responsibility of the internal driveways, and the amenities. The developer addressed all concerns and questions.

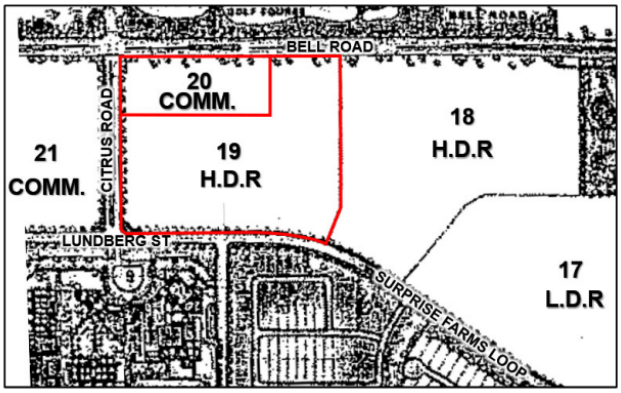
May 19, 2022: The Planning and Zoning Commission recommended denial of the subject PAD amendment, case FS21-905, to the City Council.

Analysis and Discussion:

The applicant has submitted the PAD Amendment Document in support of a request for a Major PAD Amendment of the Surprise Farms Planned Area Development. This request is for the following: 1) rezone a portion of Parcel 20, approximately 4.5-acres of commercial to High Density Residential (H.D.R) and combine it into the existing H.D.R parcel (Parcel 19); 2) reconfigure the remaining 4-acres commercial parcel from a north/south orientation to an east/west orientation to relocate it along Bell Road; 3) increase the building height from 35 feet to 42 feet; 4) revise the parking ratio; and; 5) increase the H.D.R density from 18 du/ac to 27.13 net du/ac located at the southeast corner of Bell Road and Citrus Road.



Existing Land Use Map



Proposed Land Use Map

The subject properties, Parcels 19 and 20 depicted above, total approximately 12.94 acres.

The amendment seeks to increase the land use designation on Parcel 19 by approximately 4.5 acres for a total of 12.94 acres of H.D.R and maintain approximately 3.90 acres at the corner of Bell Road and Citrus Road for future commercial uses. Additionally, the increase in density does not increase the overall density, but transfers density, within the Surprise Farms PAD. When first approved, the Surprise Farms PAD envisioned multiple H.D.R parcels (up to 55 acres) but those parcels over the years were not built to the maximum allowed density of the Surprise Farms PAD resulting in a substantial reduction in maximum density. Recently, Parcel 18 and Parcel 21 are being developed at a density of 9.8 du/ac and 9.0 du/ac respectively, instead of 18.0 du/ac. These parcels are being developed as single-family residential rental communities instead of the proposed traditional multi-family apartment style project.

A lot line adjustment was submitted to reconfigure the remaining 4-acre commercial parcel from a north/south orientation to an east/west orientation which locates the parcel along Bell Road for easier access to the commercial site.

The parking modification request is to utilize the City's current parking ratios for multi-family residential. When the Surprise Farms PAD was approved in 1995, the parking ratio utilized was 2.25 parking spaces per unit ratio for multi-family developments which exceeds the current LDO's parking standards. The request is to utilize the LDO's parking required that are based on unit type.

Lastly, the applicant is requesting to increase the building height. Currently, the maximum building height in the Surprise Farms PAD is 35 feet and the request is for a maximum of 42 feet. In comparison, the Surprise Municipal Code allows the maximum building height of 60 feet for a multi-family residential projects.

The requested changes to the subject PAD will accommodate the development included in the concurrent Site Plan, a proposal to construct a 351-unit multi-family rental community, submitted under the same case, FS21-905.

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Urban and Transit Oriented Development (TOD) Area and in the Neighborhood Character Sub Area. As such, the subject request is consistent with the Surprise General Plan 2035.

Reviewing Agencies:

In addition to the standard city internal reviewing departments and Luke Air Force Base, the Maricopa Water District, and ADOT were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

Summary:

Staff believes the proposed PAD Amendment is consistent with the manner and intent of the Surprise Farms PAD and the Surprise Municipal Code, in which it occupies. If approved, the site will be allowed to be developed in accordance with the requirements of the City of Surprise.

Findings:

- The proposed PAD Amendment is consistent with the Surprise General Plan 2035.
- The proposed PAD Amendment demonstrates compliance with the criteria set forth in the Surprise Farms PAD
- The proposed PAD Amendment demonstrates compliance with the criteria set forth in the Surprise Municipal Code
- The reviewing agencies have indicated no objections to the request.

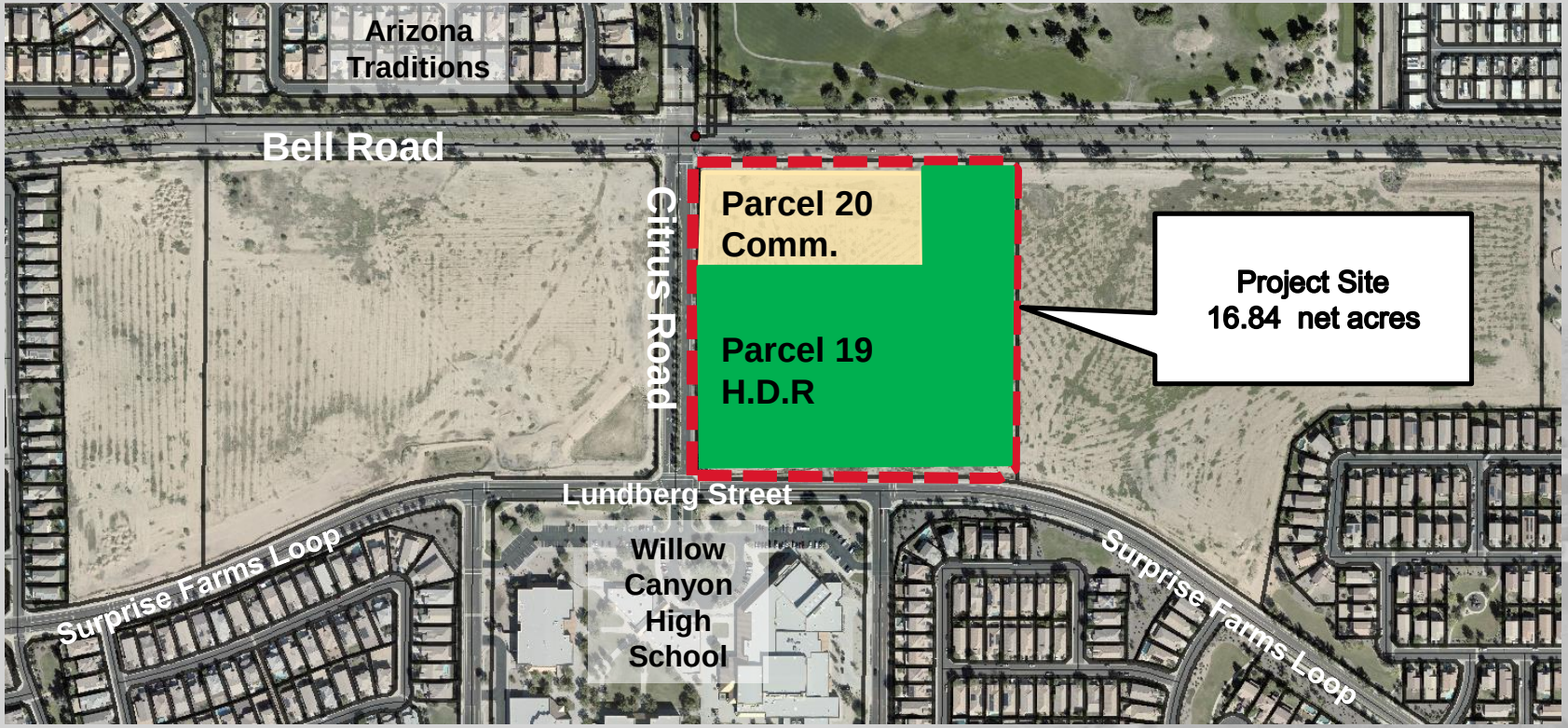
Recommendation:

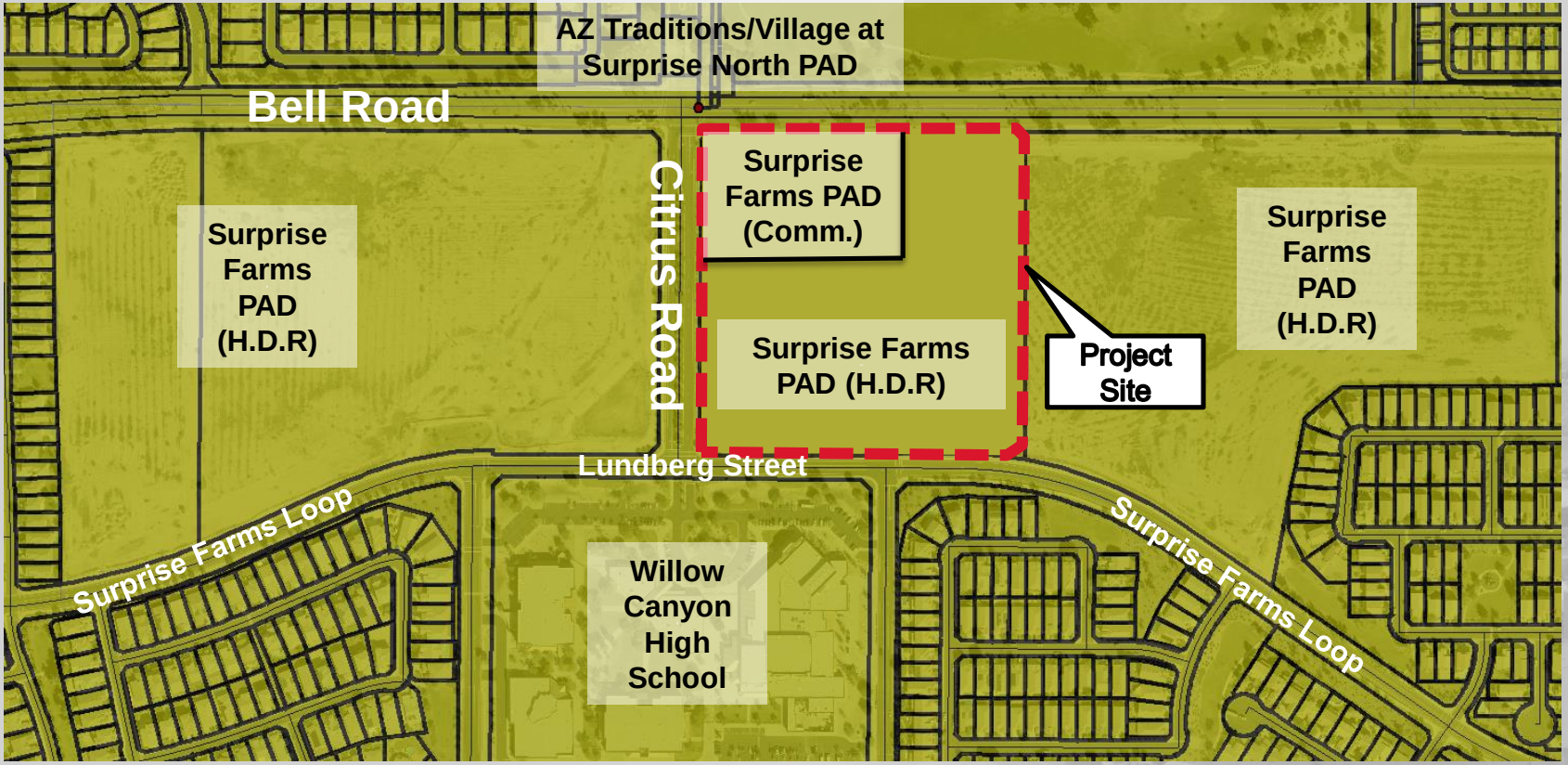
Notwithstanding the findings noted above, the Planning and Zoning Commission recommends the City Council **deny** the subject PAD Amendment, because of concerns about traffic, loss of commercial acreage, and compatibility with nearby single-family residential uses.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Zoning Document
04 Luke AFB Letter
05 Citizen Outreach Report – REDACTED
06 Affidavit of Site Posting
PPT

FS21-905 Vicinity Map





FS21-905 Zoning Map

All required utilities (water, sewer, natural gas, electricity, telephone, and cable television) are available to the project. The site is located outside of the AICUZ noise contours of Luke Air Force Base, and there are no known hazardous conditions, which would affect development. A topographical map of the site is attached as Exhibit "B".

A significant portion of the site is currently being farmed and can continue to be farmed during the entitlement period and the phased development of the site. As the project develops, the irrigation ditches located on the site will be removed or tiled, and the overhead power lines will be buried, removed or relocated.

Land Uses

(a) Residential. The Villages at Surprise-South will include approximately 4,580 single-family homes, 1,020 cluster homes and 918 multi-family units. The single-family homes will be situated in a series of 15 to 40 acre neighborhood villages located south, west and east of the Village Center. The primary home sizes will range from 1,000 to 3,000 square feet. Parcels for multi-family projects are located along Bell Road and Cotton Lane, thereby providing maximum visibility for apartment developments and serving as a buffer for the single-family homes. Sites for cluster housing are situated around the Village Center, WestPark, and along Bell Road and Cotton Lane. Screening along the proposed State Route 303, Estrella Freeway, will be accomplished through a combination of the approximately 400' of setback along the parkway edge, a rear lot line privacy wall, and an approximate 135' width of retention area running along the total eastern residential edge of the property abutting the west right-of-way line at Loop 303. This linear retention buffer would include a multi-use trail similar to that shown on the rest of the project, and be appropriately landscaped with xeriscape material to further assist in buffering the residential edge along State Route 303. The

privacy wall at rear lot lines addresses problems of sound attenuation, privacy and visual exposure to housing. Additional plantings by ADOT may assist in softening the visual appearance of the wall and assist in buffering. The underlying PAD zoning for the residential parcels is Low Density Residential (LDR; 2-5.5 du/ac), Medium Density Residential (MDR; 5-10 du/ac) and High Density Residential (HDR; 8-18 du/ac) as shown on the PAD Land Use Plan, Figure 4. Except that Parcel 19 is permitted up to 23.8 du/ac (gross) / 27.15 du/ac (net).

Uses permitted on the LDR and MDR parcels shall be the uses permitted, or analogous to the uses permitted, as Principally Permitted Uses (e.g. model complexes, temporary construction offices and yards with Administrative review and approval), Conditional Permitted Uses and Permitted Accessory Uses in the current R1-5 District as set forth in Sections 17.24.020 and 17.28.040 of the Surprise Zoning Ordinance, included in the Appendix as Exhibits "C" and "D". In addition, "cluster dwellings", which shall be defined as a grouped arrangement of residential product (detached or duplex dwelling units) that can be sharing a common drive or motor court, shall be permitted as a Principally Permitted Use on parcels designated as MDR only. R1-5 is the zoning category most nearly equivalent to the LDR and MDR land use categories. Current zoning is shown as PAD zoning in Figure 9, Zoning (Planning Area), of the Surprise Comprehensive Development Plan. Permitted uses are described on page 42 of the Surprise Comprehensive Development Plan as: "A minimum project area of 10 acres utilizing a cohesive mixture of residential, commercial, or industrial land uses in accordance with a carefully formulated and reviewed site plan."

Uses permitted on the HDR parcels shall be the uses permitted, or analogous to the uses permitted, as Principally Permitted Uses, Conditional Permitted Uses and Permitted Accessory Uses in the current R-3 District as set forth in Sections 17.24.020 and

17.28.060 of the Surprise Zoning Ordinance, included in the Appendix as Exhibits "C" and "E". R-3 is the zoning category most nearly equivalent to the HDR land use category.

Except that Parcel 19 is permitted up to 23.8 du/ac (gross) / 27.15 du/ac (net).

(b) *Community Facilities.* The central focus for the project is a chevron shaped Village Center, which is planned to include an elementary school, a middle school, a multi-purpose community center and sports complex, ball fields, playgrounds, and adjacent neighborhood/convenience stores. The Village Center allows for shared facilities among these uses, thereby maximizing space allocation and minimizing construction costs. The ball fields and organized play fields also will serve project retention needs. The site plan for school facilities located within the Village Center shall be oriented to include multi-use parking for special events within the Village Center.

South of the Village Center is WestPark, a large open space feature which is planned to contain an amphitheater, ball fields, trails, picnic areas and natural open spaces. This area also will serve project drainage and retention needs.

Along the Village Center and Bell Road entry corridor, three sites are planned for places of worship. The main entrance road to the project leads directly to the Village Center, and connects with a perimeter collector road designed to disperse traffic throughout the community via the interconnecting collector and neighborhood roadways. An integrated pedestrian and bike trail system planned along the collector roads will provide for non-vehicular access to the Village Center, WestPark and church sites from neighborhoods within the project.

The PAD zoning underlying the Village Center, WestPark and the church sites shall be Low Density Residential (LDR) and Medium Density Residential (MDR) as noted on the Land Use Plan, except for that portion of land required for the overall project's needs for schools, open space and drainage. If for any reason the City, School District, Maintenance District or other District does not wish to accept any of the facilities for maintenance, such

parcels may be developed in accordance with the noted equivalent residential zoning district as discussed in the Section on residential land uses, above.

(c) *Commercial.* The Villages at Surprise-South includes a commercial site, planned to be developed as a Farmer's Marketplace with a 1920s to 1940s southwestern farm theme. The site is located on Bell Road between two major north-south roads--Cotton Lane and the 303 Loop. These roadways provide easy access to the commercial site and will allow for superior site identification. Local road connections from the commercial site to the residential uses immediately to the South will be encouraged, so as to encourage pedestrian, bike and vehicular traffic throughout the community.

It is planned that the Farmer's Marketplace initially will include a farmer's market offering items such as fresh produce, local wines, and specialty foods. This phase may also include a petting corral and interactive displays of historic and/or current farm equipment.

The Farmer's Marketplace then may be expanded to include approximately 150,000 to 250,000 square feet of community retail space anchored by a major food and drug store, and possibly to include a discount store, food vendors and a complement of other retail uses needed to serve a community of 20,000 or more at build-out.

Uses permitted on the commercial parcel shall be the uses permitted, or analogous to the uses permitted, as Principally Permitted Uses, Conditional Permitted Uses and Permitted Accessory Uses in the current C-2 District as set forth in Sections 17.24.030 and 17.28.080 of the Surprise Zoning Ordinance, included in the Appendix as Exhibits "F" and "G". C-2 is the zoning category most nearly equivalent to the commercial land use category.

The site is currently designated "Typical Neighborhood" (TN) on the City's Comprehensive Development Plan (the "Plan"). The proposed Villages at Surprise-South consists of single-family, multi-family, commercial, parks, open space and potential public facilities and is consistent with the City's Plan. Particular provisions of the City's Plan which are complemented by the proposed development include:

Consistency with the Surprise Comprehensive Development Guide

(a) In accordance with Objective D-2 of the Plan, the project will promote the development of quality, affordable housing for families in Surprise.

(b) In accordance with Objective B-1 of the Plan, the project will create stable, identifiable residential neighborhoods, which contain a full complement of single-family, multi-family and commercial development to promote a sense of community.

(c) In accordance with Objective D-3 of the Plan, the project uses the PAD process to plan this large scale land holding and to achieve overall flexibility in development, while at the same time fulfilling the City's desire for quality neighborhood development.

(d) In accordance with Objective H-1 and Section D.1.2 (j) of the Plan, the project sets aside acreage for common use, which will include open space, pedestrian/bicycle trails, potential church sites, school and athletic facilities, park and recreational facilities, and a community center. In addition, the plan includes a large open space/recreation feature.

(e) In accordance with Sections D.1.2 (a), (c) and (d) of the Plan, gross residential densities on Low-Density Residential (LDR) properties will not exceed 6 du/ac (LDR densities will be approximately 2-5.5 du/ac). Gross residential densities on Medium Density Residential (MDR) properties will not exceed 10 du/ac (MDR densities will be

approximately 5-10 du/ac). Gross residential densities on High-Density Residential (HDR) properties will not exceed 22 du/ac (HDR densities will be approximately 8-18 du/ac). All Except that Parcel 19 is permitted up to 23.8 du/ac (gross) / 27.15 du/ac (net). LDR, MDR and HDR properties within the Villages at Surprise-South PAD will fall within these density ranges. And, in accordance with Section D.1.2 (b) of the Plan, the overall gross density will not exceed 7 du/ac, provided, however that densities may be transferred among parcels to exceed an individual parcel density cap pursuant to the provisions of the Density Transfer Section of this Plan.

(f) In accordance with Objective C-1 of the Plan, the project will offer a range of housing types and sizes.

(g) In accordance with Objective C-3 of the Plan, the project will provide the opportunity for quality, affordable rental housing compatible in scale and character with surrounding neighborhoods.

(h) In accordance with Section D.1.2 (g) of the Plan, the PAD locates the commercial parcel at the intersections of major roadways.

(i) In accordance with Section D.1.2 (p) of the Plan, buffering and transition techniques, including open space, walls, extra deep yards and landscaped roadways, will be used to assure compatibility.

(j) In accordance with Objective E-2 of the Plan, the project plans for the development of commercial areas located on sites that will have adequate access and be compatible with adjacent uses.

(k) In accordance with Objective G-1 of the Plan, the development sets minimum design standards for residential and commercial land uses and establishes Design Guidelines for such development.

(l) In accordance with Section D.2.3 (b) of the Plan, creative grading and drainage techniques, which may use WestPark and the trail systems paralleling the

internal collector streets, will be utilized to create topographical relief and to add visual interest to the built environment.

(m) In accordance with Section D.2.3 of the Plan, the development includes Design Guidelines, which formulate appropriate generalized architectural treatment themes for residential and commercial development and will insure quality development and project conformity.

(n) In accordance with Section D.3.4(c) and Objective H-1 of the Plan, the development provides for appropriately located open space/parks and trail systems.

(o) In accordance with Objective J-2, the development provides for busbays in appropriate locations on Bell Road as needed.

(p) In accordance with Objective K-1 of the Plan, the development provides for pedestrian and bicycle circulation.

(q) In accordance with Objective L-1 of the Plan, the development is creating master plans for water, sewer and drainage and will extend public utilities and services in an orderly, planned manner to support the new development.

Allocation of Land Uses

The proposed allocation of land uses, expressed in acres and as a percentage of the area, is as follows:

	Acres				DU/Acres		Units	
	Phase 1	Future	Total	%	Phase 1	Future	Phase 1	Future
RESIDENTIAL:								
Single Family	321.9	531.0	852.90	60.27%	5.2	565	1,659	2,921
Cluster Housing	61.1	60.4	121.50	8.59%	6.8	10.0	416	604
Multi-Family		51.0	51.0	3.60%		18		918
SCHOOL SITE:								
Elementary	14.0	5.5	19.5	1.38%				
Middle School		11.9	11.9	.84%				
COMMUNITY FACILITIES:		7.2	7.2	.51%				
CHURCH:	23	18.7	41.7	2.95%				
COMMERCIAL:	35.9	6.3	42.2	2.98%				
OPEN SPACE/PARK/ RETENTION:	85.2	100.0	185.2	13.09%				
CIRCULATION:	54.4	27.5	81.9	5.79%				
SUBTOTAL:	595.5	819.5						
TOTAL ACREAGE AND UNITS:	1,415.0						6,518.0	

Except that Parcel 19 is permitted up to 23.8 du/ac (gross) / 27.15 du/ac (net).

Building Setbacks

Minimum building setbacks from property lines are illustrated on the following tables. Additional building setbacks needed for visibility triangles and other health-safety requirements may be required during the subdivision plat process.

MINIMUM RESIDENTIAL BUILDING SETBACKS

Use	Front	Interior Side	Corner Side	Rear Yard
LDR & MDR Parcels[5]				
Single Family Detached	15'[1]	See footnote[2a]	10'[3]	20'
Cluster Housing[4]	10'	See footnote[2b]	10'[3]	20'
Schools, civic, cultural & religious institutions (Including their accessory use structures)	50'	50'	50'	50'
Structures accessory to SF residences and two-family residences	20'	3'	10'[3]	1'
Structures for all other principal, conditional or accessory uses (e.g. unenclosed patio covers)	15'	See footnotes [2a, 2b]	10'[3]	10'

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[1] 15' is measured from back of curb. Except for this LDR and MDR front yard setback, all other setbacks are measured from the property lines. A typical detail depicting such setbacks is located in the Appendix as Exhibit "M".

[2a] A minimum separation of 10' between adjacent structures (measured between exterior walls) shall be maintained, and the minimum setback on each side yard shall be 3'.

[2b] A 0' setback is permitted as long as the remaining sideyard on that individual lot is a minimum of 10'.

[3] Corner side setbacks of a minimum of 20' back of curb shall be provided adjacent to collector and arterial streets and for key lots.

[4] Cluster housing allowed only on MDR parcels and defined as a grouping of detached and/or duplex family dwelling units that can be sharing a common drive or motor court.

[5] Maximum lot coverage (building area footprint including the garage divided by the total lot area) shall not exceed 55% for LDR and MDR parcels.

RESIDENTIAL BUILDING SETBACKS (cont'd)

Use	Front	Interior Side	Corner Side	Rear Yard
HDR Parcels				
Multi-family Structures	20'	20'	20'	20'
Attached Cluster (More than two family dwelling units attached)	20'	15'	20'	20'
Schools, civic, cultural and religious institutions (including their accessory use structures)	50'	50'	50'	50'
Structures accessory to MF residences	20'	3'	20'	3'
Structures for all other principal or conditional uses	20'	10'	20'	20'

COMMERCIAL BUILDING SETBACKS

Use	Front	Interior Side	Corner Side	Rear Yard	Res. Zone Boundary
Commercial					
Buildings	35'	15'	25'	15'	50'
Parking Lots	4'	3'	4'	3'	3'

Lot Area and Dimensions

(a) *LDR and MDR Parcels.*

(i) Required Lot Area:

Use	Minimum Lot Area[6]
Single-family dwelling units	4,000 s.f.
Cluster dwelling units[7]	2,100 s.f. each unit
Other permitted uses	Min. area to be determined by building area, parking requirements, and required setbacks

(ii) Required Lot Dimensions:

Use	Minimum Lot Width	Minimum Lot Depth
Single-family dwelling units[6]	40'	100'
Cluster dwelling units[7]	30'	70'
Other permitted uses	Lot dimensions to be determined by building area, parking requirements, and required setbacks	

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[6] A diversity of lot sizes and housing types shall be encouraged. Typical expected single-family detached lot widths include 40' to 80', with a minimum allowed lot width of 40'. Typical expected lot depths include 100' to 200', with a minimum allowed lot depth of 100'. A maximum of 30% of the lots within LDR parcels shall be 40'x100'. The minimum size for the remaining lots within LDR parcels shall be 45'x105' (4,725 sq. ft.). The total number of single-family and cluster family dwelling units shall not exceed 6,013.

[7] Permitted on MDR Parcels only. For cluster housing the range of lot widths shall be 30' to 60' and depths o 70' to 120'.

(iii) Density: There shall not be more than one (1) single family dwelling unit on any one (1) lot, except for accessory attached residential units, which shall not be permitted to have separate kitchen facilities.

(iv) Encroachment into required front and side yards shall be permitted as provided in the current Section 17.28.010 (G) and the Zoning Ordinance, which is located in the Appendix as Exhibit "N"; provided however, that with respect to encroachment into a side yard, such encroachment shall occur only on a side yard that is at least seven feet wide in the area of the encroachment and shall not cause the distance from the outside edge of the encroachment to the property line to be less than five feet wide.

(v) Development of LDR and MDR parcels shall, except as otherwise provided in the Villages at Surprise-South PAD, be subject to all applicable requirements of the current Section 17.32 of the Zoning Ordinance ("General Building and Performance Requirements"), a copy of which is located in the Appendix as Exhibit "O".

(vi) Any property located within a parcel designated LDR or MDR as well as the F-1 or F-2 overlay zones must comply with the current regulations of Sections 17.28.120 and 17.28.130 of the Zoning Ordinance, copies of which are located in the Appendix as Exhibits "P" and "Q", respectively.

(b) *HDR Parcels.*

(i) Lot area and dimensions. In determining minimum lot area and minimum lot dimensions, the following table shall be used:

Use	Minimum Area	Minimum Lot Dimensions[8]	Outdoor Living Area[10]
Multi-family Structure	2,000 sq. ft./bldg.	See footnote 9	300 sq. ft./unit
Attached cluster (more than two family dwelling units attached)	1,000 sq. ft./ unit[11]	See footnote 9	300 sq. ft./unit
Other permitted uses:	Minimum area and lot dimensions to be determined by building area, parking requirements and required setbacks.		

(ii) Schedule of Allowances. The minimum areas per unit may be adjusted in accordance with the current Section 17.28.050 of the Zoning Ordinance, a copy of which is located in the Appendix as Exhibit "R".

(iii) Accessory Buildings. Accessory buildings shall observe the same setback requirements established for the multiple residence building except that accessory buildings located within the rear yard of the multiple-residence building may be located to within three (3) feet of the rear or interior side property line. The City Council may require common walls for accessory buildings on the same lot where common walls will eliminate unsightly and hazardous areas. Accessory buildings on the same lot shall otherwise be separated by a distance of not less than ten (10) feet.

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[8] These dimensions apply to the initial lot size per structure. Initial lots may be divided to accommodate individual ownership of the structures' dwelling units.

[9] Minimum lot size to be determined at site plan approval, including all requirements for parking, open space and the building footprint.

[10] Outdoor living area in the minimum amount specified above must be provided on any lot occupied by the multiple residence or cluster building. This space must be easily accessible for daily recreational use by the occupants of the building. Driveways, parking, ornamental landscaped areas (having a width of 20') and required side or front yards shall not be considered as Outdoor Living Area, except in the case of interior cluster units where said unit is less than 20 feet in width, in which case the minimum width of the Outdoor Living Area shall be the width of the lot.

[11] May be calculated as average lot size per unit per structure.

(iv) Distances Between Buildings. When two (2) or more principal buildings are located on one (1) lot, the minimum separation between any two (2) adjacent principal buildings shall be a distance not less than an amount equal to the height of the taller of the two buildings or twenty (20) feet, whichever is greater.

(v) Additional Building and Performance Standards. Development of HDR parcels shall, except as otherwise provided in the Villages at Surprise-South PAD, be subject to all applicable requirements of the current Section 17.32 of the Zoning Ordinance, a copy of which is located in the Appendix as Exhibit "O".

(vi) Relationship to Overlay Zones. Any property designated HDR, as well as located in the F-l or F-2 Overlay Zone, must comply with the current regulations of Sections 17.28.120 and 17.28.130 of the Zoning Ordinance, copies of which are located in the Appendix as Exhibits "P" and "Q", respectively.

(c) *Commercial Parcels.*

(i) Lot Width and Lot Area.

(A) The minimum lot width shall be 100 feet except that corner lots shall have a minimum width of 150 feet.

(B) Minimum lot area shall be determined by building area, parking requirements and required setbacks.

(ii) Additional Building and Performance Standards. Development on Commercial parcels shall, except as otherwise provided in the Villages at Surprise-South PAD, be subject to all applicable requirements of the current Section 17.32 of the Zoning Ordinance, a copy of which is located in the Appendix as Exhibit "O".

(iii) Relationship to Overlay Zones. Any property designated Commercial, as well as located in the F-1 or F-2 Overlay Zones, must comply with the

current regulations of Sections 17.28.120 and 17.28.130 of the Zoning Ordinance, copies of which are located in the Appendix as Exhibits "P" and "Q", respectively.

(d) *Access.*

(i) Access to commercial activities shall be allowed only on major streets (minor arterials, entry drives, or internal collectors).

(ii) Access points on the same street shall not be spaced closer than 100 feet (as measured from centerline). Commercial developments of a small scale shall be encouraged to develop common access drives and parking facilities.

(iii) Commercial developments which may not be able to meet the requirements of the current Section 17.28.080 of the Zoning Ordinance (which are located in the Appendix as Exhibit "G"), and are requesting deviations from the above noted standards, shall submit to the City Engineer an engineer's report certified by a Professional Engineer addressing the following site conditions, both present and future:

- traffic volumes,
- turning movements,
- traffic controls,
- site design,
- site distances, and
- location and alignment of other access points.

Based upon the above data, the City Engineer shall determine whether a deviation from the requirement standards is justified and, if so, what alternative requirements will be necessary.

through either the minor changes or major changes processes for amendments to the PAD approval as found in the Sections 17.36.060 G (1) and (2) of the City's current Zoning Ordinance, a copy of which is located in the Appendix as Exhibit "I". Phase I provides four lane access onto Bell Road. Similar means of (paved) access and emergency (all weather) access will be provided, as necessary and appropriate, in conjunction with the development of subsequent phases of the PAD.

Amendment

The City of Surprise (the "City") and the Developer of the Villages at Surprise (the "Developer") agree that amendments to the Villages at Surprise-South PAD may be necessary from time to time.

If and when the parties find that such amendments are necessary or appropriate, they shall, unless otherwise required by applicable law as discussed in the Development Agreement entered into between the parties, effectuate minor changes or adjustments through administrative amendments approved by the City Planning and Zoning Director with the approval of the City Manager. After execution, any such amendment shall be attached to the Villages at Surprise-South PAD as an addendum and become a part thereof, and may be further changed and amended from time to time as necessary, with the approval of the City and the Developer. Unless otherwise required by law, no such minor amendments shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning and Zoning Commission and approved by the City Council. The following are examples of major changes or amendments:

(a) Substantial alteration of the permitted uses of the Villages at Surprise;

(b) An increase in the density or intensity of use or number of dwelling units, except for Density Transfers as provided in the Villages at Surprise-South PAD and Development Agreement;

(c) Deletion of a requirement for the reservation or dedication of land for public purposes, except for minor boundary adjustments or street alignments which shall be treated as minor changes; and

(d) Addition, but not deletion, of streets to those shown on the Villages at Surprise-South PAD.

The parties shall cooperate in good faith to agree upon, and use reasonable best efforts to process, any minor or major amendments to the Villages at Surprise-South PAD, which amendments shall be incorporated by this reference into the Villages at Surprise-South PAD.

Density Transfers

The City and the Developer hereby acknowledge and agree that the Villages at Surprise-South PAD provides both an overall maximum density for the Villages at Surprise (the "Maximum Density") and a land use category and unit per-acre designation for each particular parcel. The City acknowledges and agrees that provided the Developer does not exceed the Maximum Density, the Developer shall have the right, in its discretion to:

(a) develop any individual parcel up to the maximum density allowed for such parcel as shown on the Villages at Surprise-South PAD (See Table, page 10);

(b) develop any individual parcel at a density of not more than one hundred twenty-five percent (125%) of the maximum density allowed for such parcel as shown on the Villages at Surprise-South PAD, provided the Developer obtains prior written

administrative approval from the City's Planning and Zoning Director and the City Manager; and

(c) Develop any individual parcel at a density greater than one hundred twenty-five percent (125%) of the maximum density allowed for such parcel as shown on the Villages at Surprise-South PAD, provided the Developer obtains prior written approval from the City Council.

Regardless of any density transfers, which may have been approved, however, the Developer shall not exceed the Maximum Density of the Villages at Surprise without prior amendment of the Villages at Surprise-South PAD, which amendment shall be reviewed by the Planning and Zoning Commission and approved by the City Council. Neither the Planning and Zoning Commission nor the City Council shall be required or obligated to approve an increase in the Maximum Density. The Developer agrees to provide the City, at the time of platting, notice as to the density assigned to the parcel subject to platting.

Project Team

Ownership

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Phoenix, AZ 85028
Attn: Richard B. West

and

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Civil Engineering

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7310 North 16th Street, Suite 160
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Attn: Albert ma

Traffic Engineering

Lee Engineering
3240 East Camelback Road, Suite 180
Phoenix, AZ 85018
Attn: Ken Howell

EXHIBIT "C"
Section 17.24.020

17.24.020 Residential zone uses. Residential zone uses are as follows:

A. Principally permitted uses	R1-43	R1-18	R1-8	R1-5	R-2	R-3
Single-family dwelling unit	o	o	o	o		
Two-family structure				o	o	
Three-family structure					o	
Four-family structure					o	o

Principally permitted uses	R1-43	R1-18	R1-8	R1-5	R-2	R-3
Multiple-family structure						o
Townhouse cluster, not to exceed four units or 120 feet in length					o	
Townhouse cluster with four or more units, but not to exceed 160 feet in length						o
Public parks	o	o	o	o	o	o
Manufactured housing subdivisions	o	o	o	o		

B. Conditionally permitted uses	R1-43	R1-18	R1-8	R1-5	R-2	R-3
Churches	o	o	o	o	o	o
Day care center	o	o	o	o	o	o
Electrical substation	o	o	o	o	o	o
Farms	o					
Gas regulating station	o	o	o	o	o	o
Group homes				o	o	o
Mobile home parks as per Section 17.32.140					o	o
Model homes, temporary	o	o	o	o	o	o
Public buildings	o	o	o	o	o	o
Ranches	o					
Schools	o	o	o	o	o	o
Sewer lift station	o	o	o	o	o	o
Water pump station	o	o	o	o	o	o
Water tower	o	o	o	o	o	o
Golf courses	o	o	o	o	o	o
Temporary sales and office buildings, buildings incidental to construction work	o	o	o	o	o	o
Boarding of horses No more than 2 per acre to a maximum of 5 horses	o					

C. Permitted Accessory Uses	R1-43	R1-18	R1-8	R1-5	R-2	R-3
Greenhouse	o	o	o	o	o	o
Home occupations	o	o	o	o		
Private garage	o	o	o	o	o	o
Private or jointly owned community center recreational facilities pools, tennis courts	o	o	o	o	o	o
Signs, as per Chapter 15.16	o	o	o	o	o	o
Tool sheds, for storage of domestic supplies	o	o	o	o	o	o

(Ord. 90-5 §§3, 4, 1990; Ord. 86-6 §6-602, 1986)

EXHIBIT "E"
Section 17.28.060

17.28.060 Multifamily residential zone (R-3). A. Purpose. The purpose of the R-3 multifamily residential zone is to provide for high density housing in multiple-family structures and directly related complementary uses. The R-3 zone is designed to allow highly economical use of land while creating an attractive, functional and safe residential environment.

B. Principally Permitted Uses. See Section 17.24.020A.

C. Conditionally Permitted Uses. See Section 17.24.020B.

D. Permitted Accessory Uses. See Section 17.24.020C.

E. Lot Area and Lot Dimensions. In determining minimum lot area and minimum lot dimensions, the following table should be used:

Use	Minimum Area per Unit	Minimum Lot Dimensions*	Outdoor Living Area**
Multifamily structure	2,000 sq. ft./unit	Width: 90' Depth: 90'	300 sq. ft./unit
Townhouse cluster	2,000 sq.*** ft./unit	Width: 90' Depth: 90'	400 sq. ft./unit
Other permitted uses		Minimum area and lot dimensions to be determined by building area, parking requirements and required setbacks.	

F. Schedule of Allowances. The minimum areas per unit in subsection E of this section may be adjusted in accordance with Section 17.28.050F.

G. Setbacks, Yards, and Heights.

1. Minimum setbacks from property line:

Use	Front	Interior Side	Corner Side	Rear
Multifamily structure	20'	20'	20'	20'
Townhouse cluster	20'	15'	20'	20'
Schools, civic, cultural and religious institutions (including their accessory use structures)	50'	50'	50'	50'

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* These dimensions apply to the initial lot size per structure. Initial lots may be divided to accommodate individual ownership of the structures' dwelling units.

** Outdoor living area in the minimum amount specified above must be provided on any lot occupied by the multiple-residence or townhouse building. This space must be easily accessible for daily recreational use by the occupants of the building. Driveways, parking areas, ornamental landscaped areas (having a width of less than twenty feet), and required side or front yards shall not be considered as an outdoor living area, except in the case of interior townhouse units where said unit is less than twenty feet in width, in which case the minimum width of the outdoor living area shall be the width of the lot.

*** May be calculated as average lot size per unit per structure.

Use	Front	Interior Side	Corner Side	Rear
Structures accessory to multifamily residences	20'	3'	20'	3'
Structures for all other principal or conditional uses	20'	10'	20'	20'

2. For apartment buildings, parking of motor vehicles shall not be allowed within the required front or corner side setbacks.

3. Maximum building height: thirty-five feet.

H. Accessory Buildings. See Section 17.28.050H of this chapter.

I. Distance Between Buildings. See Section 17.28.050I of this chapter.

J. Additional Building and Performance Standards. Development of any parcel of land within this district shall be subject to all applicable requirements of Chapter 17.32 of this title.

K. Relationship to Overlay Zones. Any property located in the R-3 zone as well as in the F-1 or F-2 overlay zones must comply with the regulations of the overlay zones. (Ord. 86-6 §7-706, 1986)

Except that Parcel 19 building height may go up to 42-feet

17.24.030 Commercial and industrial zone uses. Commercial and industrial zone uses are as follows:

A. Principally permitted uses	C-1	C-2	C-3	BP	I-1	I-2	I-3
Antique shop and store		o	o				
Apparel and accessory store		o	o				
Appliance sales, services		o	o				
Appliance repair			o				
Art supply stores		o	o				
Athletic clubs and commercial recreation		o	o				
Automobile, boat or recreational vehicle sales, service and rental			o				
Automobile, auto body repair			o				
Automobile parking lot or garage (public or private)		o	o				
Auto supply store		o	o				
Bakery for on-site sales	o	o	o				
Banks and other savings and lending institutions	o	o	o				
Barber shop	o	o	o				
Beauty parlor	o	o	o				
Bicycle sales, service and repair shop		o	o				
Blueprint shop			o				
Boat repair			o				
Book and stationery store		o	o				
Bowling alley			o				
Building materials sales yard, including sand and gravel			o				
Bus terminals			o				
Business and office machine sales, service and repair shop		o	o				
Business, technical or vocational school			o				
Candy and ice cream store	o	o					
Cement and paving material mixing plant							o
Church and parish house	o	o					
Cigar and tobacco store	o	o					
Clothing and costume rental shop		o	o				
Community center or meeting hall			o				
Contractors storage yard			o				
Convenience food store of not more than 3,500 square feet	o	o	o				
Custom dressmaking, furrier, millinery or tailor shop employing five persons or less		o					
Dancing or theatrical studio		o	o				
Delicatessen and catering establishment		o	o				
Department store		o	o				
Dry goods and notion store		o	o				
Dry cleaning and laundry establishment	o	o	o				
Electronic instruments and devices, assembling and manufacturing				o	o	o	
Equipment rental or storage yard			o				

Principally permitted uses	C-1	C-2	C-3	BP	I-1	I-2	I-3
Messenger or telegraph service station		o	o				
Millwork (woodworking, manufacturing)						o	
Mini-warehouse, for storage purposes without retailing					o	o	
Mobile and manufactured home sales and service			o				
Monument sales and engraving shop			o				
Mortuary			o				
Museum		o	o				
Music and instrument sales, service and repair shop		o	o				
Music or dance studio		o	o				
Motion picture studios				o	o	o	
Newspaper office		o	o				
Newsstand	o	o	o				
Offices greater than 4,000 square feet		o	o	o	o	o	
Offices of not more than 4,000 square feet	o	o	o	o	o	o	
Office supply and office equipment store		o	o				
Optician		o	o				
Package liquor store, including drive-through		o	o				
Packing houses, fruit or vegetable not including processing					o	o	
Paint and wallpaper store		o	o				
Pawn shop		o	o				
Personal wireless service facilities as per Section 17.32.150						o	o
Pet shop		o	o				
Photographic equipment and supply store		o	o				
Photographic studio		o	o				
Picture frame shop		o	o				
Planing mills						o	
Plant nursery			o				
Plant nursery, wholesale			o				
Plating works, bulk (galvanizing)							o
Plumbing shop			o				
Printing and publishing house (including newspapers)			o				
Private club, fraternity, sorority or lodge		o	o				
Public buildings	o	o	o				
Public utility plants					o	o	
Public utility service yard			o				
Radio or television sales, service and repair		o	o				
Radio and television broadcasting stations and studios, but not including transmitter towers and transmitter stations		o	o	o			
Railroad yards, shops or roundhouse						o	
Recreational vehicle repair			o				
Restaurant		o	o				

Retail uses? - golf cart

Principally permitted uses	C-1	C-2	C-3	BP	I-1	I-2	I-3
Essential public service or utility installation	o	o	o				
Exterior storage of goods and materials provided that all goods and materials are screened from view from adjacent properties and rights-of-way			o				
Exterminator and insect poison, manufacturing						o	
Exterminator shop			o				
Farming, landscaping and agricultural supplies and equipment, wholesaling and storage					o	o	
Feed store, including yard			o				
Florist	o	o	o				
Foundry casting lightweight, nonferrous metal, not causing noxious odors or fumes						o	
Frozen food locker			o				
Furniture store		o	o				
Game rooms, pool halls		o	o				
Garden supply store			o				
Gasoline and petroleum bulk storage tanks						o	
Gift shop		o	o				
Golf driving range and miniature golf course			o				
Grainery, elevator storage			o				
Grocery store (including retail markets and produce store)		o	o				
Greenhouse			o				
Hardware store, no exterior storage		o	o				
Health and exercise center		o	o				
Hobby, stamp and coin shop		o	o				
Hospital		o	o				
Hotel or motel		o	o				
Hunting and fishing supply store		o	o				
Industrial, scientific or business research, development and testing laboratories and offices				o	o	o	
Interior decorator's shop		o	o				
Jewelry and metal craft store		o	o				
Laundromat, self service	o	o					
Leather goods and luggage store		o	o				
Liquor store	o	o	o				
Lock and key shop		o	o				
Lumber yard, provided that all goods and materials are screened from adjacent properties			o				
Mail order catalog store		o	o				

Principally permitted uses	C-1	C-2	C-3	BP	I-1	I-2	I-3
Manufacturing, compounding, assembling or treatment of articles of merchandise from the following previously prepared materials: bone, cellophane, canvas, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, rubber, leather, paper, plastics, precious or semi-previous metals or stones, shell, straw, textiles, tobacco, wood, wool and yard					o	o	
Manufacturing, compounding, processing, packaging, bottling or treatment of such products as bakery goods, candy, cosmetics dairy products, drugs, perfumes, pharmaceutical, soap, toiletries, beverages and food products, and other personal articles and household goods					o	o	
Manufacturing, fabrication, or assembly, including contractor's facilities, of building materials and construction equipment; acoustical materials, air conditioners, heating and ventilating equipment, bolts, cement and concrete products, ceramics, decorative metals and wrought iron, doors, drills, fences, fire escapes, hardware and machine tools, insulation, lumber yards, machines, nuts, paving and road building equipment, plaster, plastics, plumbing supplies and sewer pipes, pumps, scaffolds, screens, screws, tile, welding equipment, windows; or other similar items					o	o	
Manufacturing of brick and all clay, cinder, concrete, synthetic, cast stone, plastic and pumice stone products						o	
Manufacturing of instruments, toys, novelties, rubber and metal stamps, cameras, photographic equipment, business and household machines and appliances					o	o	
Manufacturing, processing and assembly of malleable metals, signs, monuments, industrial machinery and carbonic ice					o	o	
Medical, dental or health office buildings and clinics		o	o	o			
Medical and orthopedic appliance store		o	o				

Principally permitted uses	C-1	C-2	C-3	BP	I-1	I-2	I-3
Restaurants of not more than 4,500 square feet, excluding convenience food restaurant	o						
Retail commercial operations directly related to the primary industrial use, provided that they do not exceed ten (10) percent of the gross floor area of the primary industrial use				o	o	o	
Retail commercial operations directly related to the primary industrial use, provided that they do not exceed twenty (20) percent of the gross floor area of the primary industrial use						o	
Rock crushing						o	
Sandblasting yard						o	
Seed treatment, processing, extraction of oil						o	
Sewage disposal or treatment plant						o	
Sewing machine store		o	o				
Sexually Oriented Business as defined by Section 5.09.020 and as further regulated per Section 17.32.150						o	o
Shoe store		o	o				
Shoe repair and shoe shine shop		o	o				
Sporting and athletic goods store		o	o				
Spraying supplies equipment wholesaling and storage					o	o	
Steel fabrication (plate, structural, misc. iron reinforcing)						o	
Storage yards bulk material						o	
Swap meet, flea market			o				
Tailor shop, not more than five employees			o				
Tanks, fabrication						o	
Tavern, bar or lounge		o	o				
Taxidermist			o				
Temporary construction offices and sheds, appurtenant storage incidental to a construction project only for the duration of such project, not to exceed eighteen (18) months				o	o	o	
Theater, excluding drive-in theater		o	o				
Theater, drive-in			o				
Tire sales, repair and mounting			o				
Trade schools			o				
Towed or motor vehicle assembling, repairing including body and fender shops					o	o	
Toy store		o	o				
Travel agency		o	o				

Principally permitted uses	C-1	C-2	C-3	BP	I-1	I-2	I-3
Truck, bus and heavy equipment garages, dispatching and weighing stations					o	o	
Upholstery shop			o				
Variety store		o	o				
Video arcade			o				
Wallpaper store		o	o				
Warehousing and distribution centers					o	o	
Watch repair shop		o	o				

B. Conditionally Permitted Uses. Refer to conditionally permitted uses for the specific zone classification in question.

C. Permitted Accessory Uses. Refer to permitted accessory uses for the specific zone classification in question. (Ord. 97-16 §5, 1997: Ord. 90-9 §2, 1990; Ord. 86-6 §6-603, 1986)

17.24.040 Interpretation of zone boundaries. Where uncertainty exists with respect to any of the boundaries of the zones as shown on the zone map, the following rules shall apply:

A. Where zone boundaries are indicated as approximately following the center lines of street, highway, or railroad rights-of-way or such lines extended, such center lines or such lines extended shall be construed to be the boundaries.

B. Where zone boundaries are indicated as approximately following the corporate limit line of the city, such corporate limit line shall be construed to be such boundaries.

C. Where zone boundaries are indicated as approximately following property lines or such lines extended, such property lines or such lines extended shall be construed to be such boundaries.

D. Where zone boundaries are indicated as approximately following the center line of stream beds or river beds, such center lines or such lines extended shall be construed to be such boundaries.

E. No zone boundary line shall hereinafter be established to divide one lot into two or more zones unless the size of the lot in question is such that division is determined to be essential by the planning and zoning commission and the city council. (Ord. 86-6 §6-604, 1986)

i. Front, 35 feet,
ii. Interior side and rear, 15 feet,
iii. Corner side, 15 feet,
iv. Residential zone boundary, 45 feet;

b. Parking lot:
i. Front, 4 feet,
ii. Interior side and rear, 3 feet,
iii. Corner side, 4 feet,
iv. Residential zone boundary, 3 feet.

2. The maximum height of structures shall be thirty feet.

G. Lot Width and Lot Area.

1. The minimum lot width shall be one hundred feet.

2. Minimum lot area shall be determined by building area, parking requirements and required setbacks.

H. Additional Building and Performance Standards. Development of any parcel of land within this district shall be subject to all applicable requirements of Chapter 17.32 of this title.

I. Relationship to Overlay Zones. Any property located in the C-1 zone as well as the F-1 or F-2 overlay zones must comply with the regulations of the overlay zones. (Ord. 97-16 §12, 1997; Ord. 86-6 §7-707, 1986)

17.28.080 Community commercial zone (C-2). A. Purpose. The purpose of the C-2 community commercial zone is to provide for low intensity, retail or service outlets which deal directly with the consumer for whom the goods or services are intended, or which render a nonconsumer oriented service which does not materially increase vehicular traffic or other pollution, and which does not decrease the suitability of the surrounding area for residential or general commercial purposes. Except as set forth above, the uses allowed in this district are intended to provide goods and services on a community market scale, located in areas which are served by arterial street facilities.

B. Principally Permitted Uses. See Section 17.24.030(A).

C. Conditionally Permitted Uses.

1. Automobile service stations:

a. Site improvements such as buildings or structures (permanent or temporary) shall be separated from any residential zone by at least fifty feet. Parking areas shall be separated from any residential zone by at least fifteen feet.

b. The total site area shall not be less than twelve thousand square feet.

c. Pump islands shall be set back not less than twenty-five feet from any street right-of-way line, not less than forty feet from any nonstreet property line and

not less than seventy-five feet from any residential zone boundary.

d. Hydraulic hoists, pits, and all lubrication, greasing, washing, repair and diagnostic equipment shall be used and enclosed within a building.

e. Interior curbs of not less than six inches in height shall be constructed to separate driving surfaces from sidewalks, landscaped areas and street rights-of-way.

f. No automobile service station on a site contiguous to any residential zone shall be operated between the hours of eleven p.m. and seven a.m. of the following day.

2. Automobile washing establishments:

a. Automobile washing establishments shall be subject to the same limitations and conditions as are specified heretofore in subsections (C)(1)(a), (b), (c), (e) and (f) of this section.

b. Sufficient off-street area to provide space for not less than ten automobiles waiting to be washed or three waiting spaces per washing stall, whichever is greater, shall be provided. A space twenty feet by nine feet shall be deemed adequate for each such required space.

c. All washwater disposal facilities including sludge, grit removal and disposal equipment shall be subject to the approval of the city engineer, and shall conform with all city ordinances regarding sewage and health and shall be designed so as not to detrimentally affect the city sewer system.

3. Convenience food restaurants: Convenience food restaurants shall be subject to the same limitations and conditions as are specified heretofore in subsections (C)(1)(a), (e) and (f) of this section for Automobile Service Stations.

4. Day care center:

a. A minimum of seventy-five square feet of outdoor play space per child shall be provided from which at least fifty square feet of fenced in play space per child shall be provided. Fenced in, outdoor, play space shall not include driveways, parking areas or land unsuited by virtue of other usage or natural features for children's play space.

b. At least two hundred fifty square feet of lot area per child shall be provided.

5. Model homes, temporary.

6. Recreational vehicle, mobile home and manufactured home park and overnight campground. No person shall place or occupy any mobile home anywhere in the city except in a mobile home and manufactured home park which has been established pursuant to this section. No person shall place or occupy any manufactured home anywhere in the city except in a mobile home and manufactured home park which has been established pursuant to this section or in a manu-

k. A common area of five hundred square feet for each rental space shall be provided and approved for recreation, laundry, and service purposes.

l. No space within a recreational vehicle, mobile home and manufactured home park and overnight campground shall be used as a storage area; however, motor homes or travel trailers which are set up for occupancy, but which are vacant, are allowed.

m. Mobile/manufactured home and recreational vehicle parks may include accessory storage buildings, office buildings, recreational facilities, laundry facilities, storage areas, and other common facilities use provided for park residents.

n. Approval of all mobile/manufactured home and recreational vehicle parks shall be subject to the provisions in Chapter 17.32 and any amendments thereto.

o. Approved trash disposal and toilet facilities shall be provided for use of overnight campers.

p. Campground plans, certified approved by Maricopa department of health services shall be submitted.

7. Video arcades.

8. Laboratories or facilities for monitoring or analyzing substances or materials provided that no materials or substances shall be permitted in such zone if they constitute an increased risk of fire, disease of damage to the public health of persons in the vicinity thereof and further provided that any such facilities shall be so constructed, or screened, as to ensure that the visual impact of such use is in keeping with the principally permitted uses of this zone.

9. Temporary facilities for sale of automobiles, recreational vehicles, boats, mobile or manufactured homes provided that there shall be no on-site facilities for servicing or repair thereof. For purposes of this section temporary means a period of time not to exceed six calendar months.

10. Automobile retail sales:

a. The primary business of an automobile sales establishment must be the retail sale of new automobiles.

b. On-site servicing and repair of automobiles is not permitted.

c. No retail automobile sales establishment shall be operated between the hours of eleven p.m. and seven a.m.

d. Site improvements such as buildings or structures (temporary or permanent) shall be separated from every residential zone by a minimum of fifty feet.

11. Automobile rental/leasing:

a. The primary business of an automobile rental/leasing facility must be the rental and leasing of automobiles.

b. No rental or leasing of other vehicles such as trucks, trailers or RVs shall be allowed.

c. No automobile rental/leasing facility shall be operated between the hours of eleven p.m. and seven a.m.

d. No outside storage of any type shall be permitted, except for passenger vehicle storage.

e. On-site service and repairs of automobiles is prohibited, except for vacuuming, window cleaning and checking fluids.

f. The area used for parking and/or vehicle storage shall be properly screened with a wall, fence, hedge, plantings or combination thereof.

g. The area used for parking and/or storage shall be paved.

h. Site improvements such as buildings or structures (temporary or permanent) shall be separated and screened from all residential zones by a minimum of fifty feet.

12. Automobile service center, minor, provided that

a. All services and repairs shall be conducted entirely within an enclosed building except sales of gasoline.

b. Outdoor storage is prohibited.

c. Outdoor displays are prohibited.

d. No person shall operate a minor automobile service center between the hours of eleven p.m. and seven a.m.

e. All buildings and/or structures (temporary or permanent) shall be screened from any residential zone.

f. Any area used for parking shall be paved.

g. There shall be no manufacturing, compounding, processing or treatment of products other than that which is clearly incidental to retail sales or the business operation of a minor automobile service center, and where all such completed products are sold at retail on the premises.

13. Outdoor recreational facility provided the entire facility not exceed three acres in size.

14. Retail plant nursery, provided all incidental equipment and supplies including fertilizer and empty cans, are kept within a completely enclosed building or within an area enclosed on all sides by a solid fence or wall at least six feet in height and no goods, materials or objects are stacked higher than the fence or wall so erected.

15. Shelter care facility.

16. Personal wireless service facilities as per Section 17.32.150.

D. Permitted Accessory Uses.

1. Those accessory uses permitted under Section 17.28.070(D).

E. Access.

1. Access to commercial activities shall be allowed only on arterial streets or a street specifically designed for such development.

2. Access points shall be located at least one hundred fifty feet from any street intersection.

3. Access points on the same street shall not be spaced closer than one hundred feet (as measured from centerlines). Commercial developments of a small scale shall be encouraged to develop common access drives and parking facilities.

factured home subdivision which has been established pursuant to Section 17.32.140. Additionally, no person shall occupy any recreational vehicle anywhere in the city except in a recreational vehicle, mobile home and manufactured home park or overnight campground which has been established pursuant to this section.

a. Minimum size of park shall be ten net acres.

b. The minimum space for a mobile home or manufactured home shall be four thousand square feet; for a travel trailer, park model and motor home two thousand square feet.

c. Travel trailer, park models and motor homes in mobile/manufactured home parks shall constitute no more than fifteen percent of the total spaces. These spaces must be delineated on the approved development plan for each mobile/manufactured home park. These spaces should be located together and not spread throughout the park. These spaces shall not be continuously occupied for more than six months.

d. No more than one mobile home, manufactured home, travel trailer, park model or motor home shall be placed on each space.

e. The minimum building setback, including accessory buildings, from any lot line or street right-of-way shall be as set forth below:

Setbacks	Feet
i. Front,	10
ii. Interior side,	5
iii. Corner side,	10
iv. Rear,	10

f. Off-street parking for at least two automobiles shall be provided in each space or on each lot or on a separate designated parking area within a park.

g. Interior private streets shall not be less than thirty-two feet in width, and shall be paved with a dust-free surface. Individual recreational vehicle parking pads shall be plainly marked and paved with a dust-free surface.

h. Screening shall be provided around the exterior of the park by a minimum six-foot masonry wall.

i. All mobile/manufactured homes shall be skirted in a uniform manner.

j. No mobile/manufactured home or recreational vehicle space shall be located within fifteen feet of any street. Such area shall be maintained as a landscape buffer area which can be used for recreation or as part of a retention area.

H. Additional Building and Performance Standards. Development of any parcel of land within this district shall be subject to all applicable requirements of Chapter 17.32 of this title.

I. Relationship to Overlay Zones. Any property located in the C-2 zone as well as the F-1 or F-2 overlay zones must comply with the regulations of the overlay zones. (Ord. 97-16 §13, 1997; Ord. 94-14 §2, 1996; Ord. 94-5 §2, 1994; Ord. 94-1 §2, 1994; Ord. 90-9 §1, 1990; Ord. 88-5 §§1, 2, 1988; Ord. 86-6 §7-708, 1986)

17.28.090 General commercial zone (C-3). A. Purpose. The purpose of the C-3 general services zone is to provide for land intensive, retail or service operations. These services should be located in concentrated service areas with good accessibility to the public but should be carefully buffered from other uses and visibility from arterial streets.

B. Principally Permitted Uses. See Section 17.24.030(A).

C. Conditionally Permitted Uses.

1. Automobile drive-in theaters:

a. Automobile drive-in theater parking areas shall be screened from view of any residential development.

b. Light, glare and noise shall not impact nearby residential developments.

2. Mini-warehouses/distribution center:

a. Minimum site size shall be one acre; maximum building footprint shall not exceed twenty-five thousand square feet.

b. On-site circulation, drives and parking:

i. Each mini-warehouse site shall provide a minimum of two exits.

ii. All one-way driveways shall provide for one ten-foot parking lane and one fifteen-foot travel lane. Traffic direction and parking shall be designated by signing or painting.

iii. All two-lane driveways shall provide for one ten-foot parking lane and two twelve-foot travel lanes.

iv. The parking lanes may be eliminated when the driveway does not serve storage cubicles.

v. At least one parking space for each ten storage cubicles equally distributed throughout the storage area shall be provided.

vi. All driveways, parking, loading, and circulation areas shall be paved with concrete, asphalt or asphaltic concrete.

c. Fencing and screening:

i. Fencing shall be required around the perimeter of the property and constructed of decorative

Christina Sexton

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Tuesday, November 23, 2021 3:06 PM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS21-905 Surprise Farms South PAD Amendment Parcels 19 & 20 - New Digital Submittal 11.22.21

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Nichole,

Thank you for allowing Luke AFB to make comments on the Surprise Farms South PAD Amendment Parcels 19 & 20 Application. This PAD Amendment-Major to allow a multifamily residential development on +/- 12.96 acres. The site is located on the southeast corner of Bell Road and Citrus Road in Surprise, AZ. It is approximately 3.7 miles outside the Luke AFB 1988 JLUS 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.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. 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 the tenant about Luke AFB operations.

Respectfully,

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Tuesday, November 23, 2021 9:50 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Brad Finke - EPCOR <bfinke@epcor.com>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Greg Welch <greg.welch@surpriseaz.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay ONeil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Subject: [Non-DoD Source] FS21-905 Surprise Farms South PAD Amendment Parcels 19 & 20 - New Digital Submittal 11.22.21

Good morning,

Attached please find the **application, narrative, lot line adjustment, major PAD amendment** and **site plan** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
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Citizen Participation Final Report for

Surprise Farms-South PAD Amendment

Case Number: FS21-905

Prepared By:

Earl & Curley
ZONING & LAND USE LAW

Prepared For:

TCR
TRAMMELL CROW RESIDENTIAL

Submitted: April 18, 2022

CITIZEN PARTICIPATION FINAL REPORT
Surprise Farms-South
PAD Amendment and Site Plan
Case Number FS21-905

The following is the Citizen Participation Final Report which sets forth the results of citizen participation/outreach efforts to date for the Surprise Farms-South PAD Amendment and Site Plan requests, Case No. FS21-905.

Description of Request

This request seeks approval of a PAD Amendment to the existing Surprise Farms-South Planned Area Development ("PAD") Parcels 19 and 20. The Subject Site ("Parcels 19 and 20") is located at the southeast corner of Bell Road and Citrus Road. This amendment seeks to rezone a portion of the commercial parcel (Parcel 20) to PAD H.D.R. (High Density Residential) and combine it with the existing PAD H.D.R. parcel (Parcel 19) to allow for the development of a mixed-use corner, with a high-quality three-story multi-family residential community wrapping around an appropriately sized commercial parcel. This request takes existing commercial entitlements on the corner and reconfigures them from a north/south orientation to an east/west orientation, which will perform better with more frontage along Bell Road. This relocation of the commercial parcel provides for better commercial frontage along Bell Road.

The Subject Site is part of the Surprise Farms-South PAD master plan. Surprise Farms is an important residential-oriented master planned community consisting of approximately 1,415 acres between Bell Road and Greenway Road and between Loop 303 Freeway and the Beardsley Canal. The original PAD was approved by the City Council back in 1995. As part of that approval, the Surprise Farms-South PAD allows a mix of commercial and residential uses throughout the master plan community. It approved Residential (Low, Medium and High Density), community facilities, churches, schools, parks, and commercial in a master planned setting. Up until now there has been no multi-family/apartment style projects developed under the original zoning entitlements.

Trammell Crow Residential ("TCR") is seeking this PAD Amendment/Rezoning to allow for the development of a luxury three-story residential community with approximately 351 apartment homes, offering a range of studio, 1-, 2- and 3- bedroom units in 13 residential buildings on an underutilized +/- 12.94-acre site of a total 16.84 overall acre property. The multi-family property consists of one parcel (APN: 502-84-942) and a portion of a second parcel (502-84-394E). The +/- 3.90 acres at the hard corner of Citrus Road and Bell Road are set aside for future commercial.

The Subject Site is currently vacant and generally bounded by Bell Road to the north, Citrus Road to the west, Surprise Farms Loop along the south, and an under construction single-family rental community to the east. The Subject Site has three street frontages.

This proposed PAD Amendment is in line with the overall vision of the Surprise Farms-South PAD but needs these minor modifications and shifting of boundaries to allow the last remaining H.D.R. parcel to fully develop as it was intended--with a multi-family residential community.

OVERVIEW OF ELEMENTS OF CITIZEN NOTIFICATION

The Citizen Participation Final Report was prepared in accordance with the City of Surprise Citizen Review Process procedures. As prepared, the Final Report meets the City's requirements and the recommended notification area as identified by the Planning Department. In accordance with the requirements of the Citizen Review Process, the following process was completed:

- A in-person and virtual Neighborhood Meeting was deemed to be the most appropriate notification technique to inform the adjacent property owners/residents and/or interested parties of the requests.

- A Public Notice advertisement informing the public of the neighborhood meeting was published in the Surprise Independent newspaper on February 9, 2022. See Appendix for a copy of the notice.

- The City of Surprise sent a copy of the Citizen Review Meeting notice to all property owners within 300-feet of the subject site to notify them of the neighborhood meeting to discuss the applications.

- Earl and Curley had the site posted with two 4' x 8' signs on February 8, 2022, to notify those interested of the neighborhood meeting. The sign included the neighborhood meeting date, time and location. See Appendix for copy of sign photos and affidavit of posting.

- A neighborhood meeting was held on Thursday, February 24, 2022 from 6:00 PM to 7:40 PM at Canyon Ridge Elementary School-Media Center, 17359 W. Surprise Farms Loop North, Surprise, Arizona 85388, to inform those in attendance of the proposed PAD Amendment and Site Plan applications. The Meeting started at approximately 6:15pm due to some technical issues with the Internet; however, we stayed until approximately 7:40pm answering questions from anybody who had any.

- There were 14 interested citizen (9 signed-in (in person) and 5 were on virtually) and Vice Mayor Aly Cline attended the meeting. From the City of Surprise, Jason Moquin, Planning Manager, and Christine Sexton, Planner, also attended the neighborhood meeting. See Appendix for a copy of Neighborhood Meeting Sign-In sheet.

- A PowerPoint Presentation was used to describe and explain to those in attendance and those individuals watching virtually the request and the merits of the applications.

- A series of 24” x 36” boards were also set up to allow attendees the ability to view the exhibits up close and at their own pace and receive answers to their individual questions. The boards included: an aerial photo showing the subject site and surrounding context; a detailed conceptual site plan; an existing and proposed Land Use exhibit, and 4 boards showing the conceptual elevations and amenity areas. See Appendix for copies of neighborhood meeting exhibits.

- As attendees came up to the boards, the development team provided each attendee with relevant information and answered any questions.

- To the best of our recollection and notes taken, a summary of the questions asked by those attending the meeting and the answers provided are set forth below.

Questions:	Responses:
Are these going to be all 3-story buildings and will there be elevators?	Yes, they will all be 3-story building with the exception of the Clubhouse, which is 1-story. There will be no elevators. It is not necessary for these 3-story buildings.
Will we be catering to seniors?	No, not specifically. Although seniors are welcome to rent if they choose to.
There is a lot of light level pollution in the City. Will you be adhering to the City’s lighting ordinance?	Yes, we will be shielding the lights so that there is minimal bleed off of our property. We will also be following the City ordinance and code requirements.
Can you explain where the traffic would be coming from on the existing zoning and where the traffic will be coming from when you modify the request?	The existing commercial parcel has 3 street frontages: Bell Road, Citrus and Lundberg. Access could technically come from all 3 streets. With our new change, the commercial access would be primarily from Bell Road and/or maybe a right-in/right-out from Citrus; however, that would be determined through site planning and through the City’s review process. The new multi-family development will only have access from Bell Road and 1 from Lundberg. No access is being requested to Citrus Road.
Will there be Bell Road access and will there be east-west access?	Yes, there will be Bell Road access; however, it will be a right-in and out and a left-in. It will not be a full movement.
Can you explain where the density is coming from?	The PAD allows for density transfer and has a total allowable number of units.

	The request does not exceed the total allowed by the PAD.
How much parking is provided?	577 parking spaces are provided.
Residents do not want people parking in the neighborhoods.	We believe we are parked appropriately for this development. Trammell Crow has been doing this for many years and they have developed many projects and the City's parking ratio is higher than what they need, but they will comply with what the parking requirements are.
Where is the parking being located for guests:	Guests will be able to park in front of the gate off of Bell Road or if a resident lets them in, they can park internal to the gated section.
Comment: We fear that the kids don't have enough amenities and we feel that the apartment kids will go into the subdivision to use their amenities without having to pay for them. It costs a lot for the HOA to maintain these things and the fear is that the multi-family project will not contribute to those costs. Essentially, they don't want kids from the multi-family project to go into the subdivision to use their amenities.	The site provides amenities for their resident to enjoy. Additionally, the site is across the street from the high school which provides basketball court and open fields to enjoy by the public if additional sport enjoyment is wanted.
Comment: Resident feels that there should be tot lot or basketball court added to the amenities to help alleviate some of the potential offsite amenity use.	See above.
Comment: Because of the proximity to the high school, why isn't there a basketball court in the project?	See above.
What is the access to the project?	From Bell Road and Lundberg.
Will there be a median break on Citrus Road?	No. We are not proposing any median break. Our access will be primarily from Bell Road and Lundberg.
Will there be any access to Citrus Road?	No. Not form the multi-family site.
Is this a gated community?	Yes.
Comment: Is there enough open space for the project?	Yes. The project provides approximately 4.92 acres (38%) landscape area. This exceeds the City's requirements for open space.
Who is responsible for the police and fire?	The City of Surprise police and fire will be responsible for the site.
Who is responsible for the streets?	The internal driveways will be the property owner's responsibility. The

	perimeter streets – Bell Road, Citrus and Lundberg will be the responsibility of the City.
Can people park on the streets?	Bell Road and Citrus – there is no parking allowed on those 2 streets.
Will the project have a wall/gate around the property? It is not showing on the site plan.	Yes, there will be a wall or gate or a combination of both around the entire property.
What are the number of 1 bedroom, 2 bedroom and 3 bedroom units?	There are 222-one bedroom units, 117-two bedroom units, and 12-three bedroom units. A total of 351 units.
If there is no elevator, how is this project ADA compliant?	Fair House acts allows up to three story without the need for an elevator. An elevator is not necessary for these 3-story buildings.
What is the total acreage of open space?	The is approximately 4.92 acres (38%) landscape area.
How many units will be Section 8?	None. We are not proposing Section 8.
Comment: If you look to the east, it's a 1-story; if you look to the west, it's a 1-2 story proposal and now you are asking for 3 stories. This does not seem to fit in.	The original PAD compilated multifamily residential. We believe this is the best location for height. This parcel is surrounded by three streets with no immediate single-family residential adjacent to the property. With the separation and open space between buildings the proposed height complements the area.
Comment: This seems like this is going to dominate the area with its height. The question is, is this the right place for this development?	See above.
What will the rents be?	Approximately $1,400 for 1 bedroom; $2,100 for 3 bedroom; $1,800-$1,900 for 2 bedroom.
Comment: Resident thinks parking seems a little low. She is concerned about guest parking offsite.	The proposed parking complies with the City Zoning Ordinance requirement for parking.
Comment: She believes there is not enough amenities. Should add a tot lot, should add more open space and more parking.	The is approximately 4.92 acres (38%) landscape area. This exceeds the City requirements for open space.
Question: Will these units be Section 42?	No.

- The virtual and in-person meeting ended at about approximately 7:40pm.
- No concerns, issues or problems have been raised with this request.

- Should any adjacent property owners and/or other interested individuals raise any questions between now and the public hearings, the Project Team will make every effort to address those questions, or concerns, in an appropriate manner, such as but not limited to, personal visits, phone calls, or other acceptable means. Members of the Project Team are committed to working with the City of Surprise, surrounding owners, and any interested parties to ensure the compatibility and success of this application.

This concludes the Citizen Participation Final Report for the proposed Surprise Farms PAD Amendment and Site Plan requests.

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APPENDIX

1. Citizen Review Meeting Newspaper Notice.
2. Sign Posting Affidavit.
3. Sign Posting Photos.
4. Neighborhood Meeting Sign-In Sheet.
5. Neighborhood Meeting Exhibits.

Citizen Review Meeting Newspaper Notice.

Public Notice Public Notice Public Notice Public Notice

DEVELOPMENT PROJECT
NEIGHBORHOOD MEETING
Surprise Farms – South PAD Amendment, Parcels 19 and 20

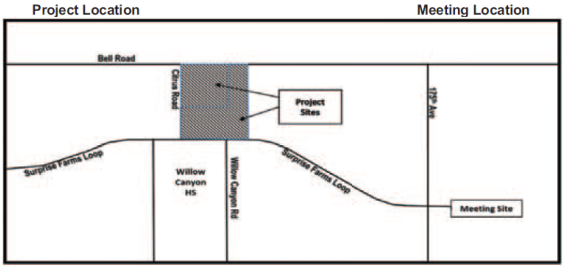
Please be advised, Taylor Earl with Earl and Curley P.C. on behalf of Scott Phillips with Surprise Village Company, LLC will host a Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the access information provided under Meeting Details below. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of this meeting; however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

Applicant: Taylor Earl, (602) 265-0094, tearl@earlcurley.com
City of Surprise Planner: Chris Sexton (623) 222-3134, Christina.Sexton@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE:	Thursday, February 24, 2022
TIME:	6:00 P.M.
LOCATION:	Canyon Ridge School – Media Center 17359 West Surprise Farms Loop North Surprise, AZ 85388
ONLINE ACCESS:	https://us02web.zoom.us/j/82919832005?pwd=S0JvNTZpWTdnRnNjYWJZamhSVDFsZz09
CALL IN:	1 (346) 248-7799
WEB ID:	829-1983-2005
PASSCODE:	253835

Project Location **Meeting Location**



PROJECT DESCRIPTION: Major Amendment to Surprise Farms – South Planned Area Development (PAD) Amendment (Parcels 19 & 20) – Allora Surprise. The request is to rezone a portion (approximately 4.50 acres) of the commercial parcel (Parcel 20) to High Density Residential (H.D.R) and combine it with the existing H.D.R parcel (Parcel 19). Additionally, the remaining approximate 4 acres of Parcel 20 will be reconfigured from a north/south orientation to an east/west orientation to locate it along Bell Road. The end result will be to develop 351 apartment homes in 13 residential buildings on approximately 12.96 acres that increases the building height from 35 feet to 42 feet and increases the H.D.R density from 18 du/ac to 23.80 du/ac (gross) 27.15 du/ac (net). Surprise Planning Case FS21-905.

Publish: Daily Independent, February 7, 2022, Surprise Independent, February 9, 2022/522051

Sign Posting Affidavit

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-905

Applicant Name: Earl & Curley

Location: SEC Citrus Rd and Bell Rd

Date Site Posted: 02/08/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — 2/8/22

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 02/08/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

MaryBeth Conrad

Notary Public

10.25.24

My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Sign Posting Photos.

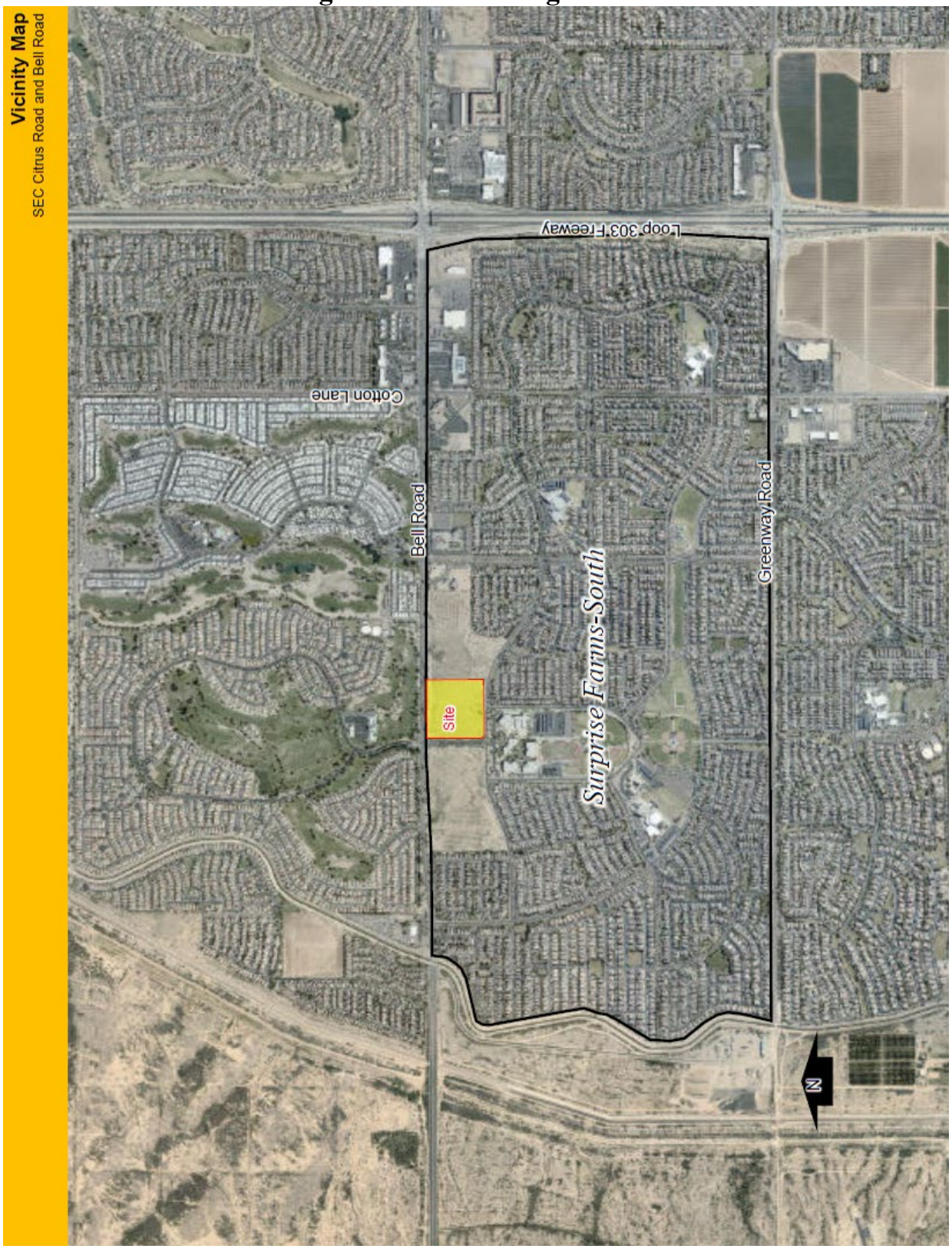
Neighborhood Meeting Sign-In Sheet.

Surprise Farms South PAD Amendment and Site Plan (Case No.: FS21-905)
Trammell Crow Residential
Neighborhood Meeting – Thursday, February 24, 2022, from 6:00 PM to 7:00 PM,
at the Canyon Ridge School Media Center, 17359 W. Surprise Farms Loop N., Surprise, AZ

NAME	ADDRESS	CITY & ZIP	PHONE/E-MAIL
+ Ken Meg Gillam	[redacted]	[redacted]	[redacted]
Andy Cepon			
Jenny & Kim Ramini			
Kristin Hayward			
Jared Morgan			
D Tarrant			
A. Cline			

G:\INDEX\Trammell Crow Residential\Surprise Farms - SEC Bell Road and Cotton\Docs\Neighborhood Meeting Sign-in Sheet_1.24.2022.doc

Neighborhood Meeting Exhibits.



TRAMMELL CROW RESIDENTIAL
SURPRISE, AZ

LANDSCAPE PLAN RENDERING
02/23/2022

Kimley»Horn

Surprise Farms-South – Aerial & Existing Land Use Exhibit

Surprise Farms-South PAD Amendment – Aerial & Proposed Land Use Exhibit

TCR
TRAMMELL CROW RESIDENTIAL
HLR

TCR
TRAMMELL CROW RESIDENTIAL
HLR

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-905

Applicant Name: Earl & Curley

Location: SEC Citrus Rd and Bell Rd

Date Site Posted: 02/08/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — 2/8/22

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 02/08/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

MaryBeth Conrad
Notary Public

10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 24, 2022
Time: 6:00 P.M.
Location: Canyon Ridge Elementary School-Media Center
17359 W. Surprise Farms Loop North,
Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Case number: FS21-905
Request: Major Amendment to Surprise Farms - South Planned Area Development (PAD) Amendment (Parcels 19 & 20) - Allora Surprise. The request is to rezone a portion (approximately 4.50 acres) of the commercial parcel (Parcel 20) to High Density Residential (H.D.R) and combine it with the existing H.D.R parcel (Parcel 19). Additionally, the remaining approximate 4 acres of Parcel 20 will be reconfigured from a north/south orientation to an east/west orientation to locate it along Bell Road. The end result will be to develop 351 apartment homes in 13 residential buildings on approximately 12.96 acres that increases the building height from 35 feet to 42 feet and increases the H.D.R density from 18 du/ac to 23.80 du/ac (gross) 27.13 du/ac (net). Surprise Planning Case FS21-905.
SITE
For more information, call: 623-222-3011
Surpriseaz.gov
Arizona Traditions Golf Club
N WHITE TANK VISTA
N CITRUS RD
Willow Canyon High School
Maps
17807–17861 W Bell Rd
Surprise AZ 85388
+33.638599,-112.442190
Tuesday, February 8, 2022 at 9:24:37 AM

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 24, 2022
Time: 6:00 P.M.
Location: Canyon Ridge Elementary School-Media Center 17359 W. Surprise Farms Loop North, Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
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Surpriseaz.gov
Arizona Traditions Golf Club
N WHITE TANK VISTA
N CITRUS RD
Willow Canyon High School
Maps
17807–17861 W Bell Rd
Surprise AZ 85388
+33.638613,-112.442315
Tuesday, February 8, 2022 at 9:24:25 AM

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 24, 2022
Time: 6:00 P.M.
Location: Canyon Ridge Elementary School-Media Center
17359 W. Surprise Farms Loop North,
Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
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Date: TBD
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For more information, call: 623-222-3011
Surpriseaz.gov
SITE
Traditions Golf Club
Willow Canyon High School
Maps
15821–16999 N Citrus Rd
Surprise AZ 85388
+33.637130,-112.444025
Tuesday, February 8, 2022 at 8:37:52 AM

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 24, 2022
Time: 6:00 P.M.
Location: Canyon Ridge Elementary School-Media Center 17359 W. Surprise Farms Loop North, Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
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Surpriseaz.gov
SITE
Traditions Golf Club
Willow Canyon High School
Maps
15821–16999 N Citrus Rd
Surprise AZ 85388
+33 637130 -112.444025
Tuesday, February 8, 2022 at 8:37:15 AM

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS21-905

Applicant Name: Earl & Curley

Location: SEC Citrus Rd and Bell Rd

Date Site Posted: 04/27/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — 4/27/22

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 04/27/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

maryBeth Conrad
Notary Public

10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 24, 2022
Time: 6:00 P.M.
Location: Canyon Ridge Elementary School-Media Center
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Surprise, AZ 85388
Planning & Zoning
Date: May 19, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
City Council
Date: June 21, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
Case number: FS21-905
Request: Major Amendment to Surprise Farms - South Planned Area Development (PAD) Amendment (Parcels 19 & 20) - Allora Surprise. The request is to rezone a portion (approximately 4.50 acres) of the commercial parcel (Parcel 20) to High Density Residential (H.D.R) and combine it with the existing H.D.R parcel (Parcel 19). Additionally, the remaining approximate 4 acres of Parcel 20 will be reconfigured from a north/south orientation to an east/west orientation to locate it along Bell Road. The end result will be to develop 351 apartment homes in 13 residential buildings on approximately 12.96 acres that increases the building height from 35 feet to 42 feet and increases the H.D.R density from 18 du/ac to 23.80 du/ac (gross) 27.13 du/ac (net). Surprise Planning Case FS21-905.
SITE
For more information, call: 623-222-3011
Surpriseaz.gov
Traditions Golf Club
Willow Canyon High School
Maps
15821–16999 N Citrus Rd
Surprise AZ 85388
+33.637134 -112.443995
Wednesday, April 27, 2022 at 10:18:38 AM

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 24, 2022
Time: 6:00 P.M.
Location: Canyon Ridge Elementary School-Media Center
17359 W. Surprise Farms Loop North,
Surprise, AZ 85388
Planning & Zoning
Date: May 19, 2022
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For more information, call: 623-222-3011
Surpriseaz.gov
Traditions Golf Club
Willow Canyon High School
Maps
15821–16999 N Citrus Rd
Surprise AZ 85388
+33.637134, -112.443995
Wednesday, April 27, 2022 at 10:18:51 AM

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 24, 2022
Time: 6:00 P.M.
Location: Canyon Ridge Elementary School-Media Center 17359 W. Surprise Farms Loop North, Surprise, AZ 85388
Planning & Zoning
Date: May 19, 2022
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza Surprise, AZ 85374
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Date: June 21, 2022
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For more information, call: 623-222-3011
Surpriseaz.gov
SITE
BELL ROAD
Arizona Traditions Golf Club
N WHITE TANK VISTA
N CITRUS RD
Willow Canyon High School
Maps
17807–17861 W Bell Rd
Surprise AZ 85388
+33.638595,-112.442183
Wednesday, April 27, 2022 at 10:25:34 AM

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 24, 2022
Time: 6:00 P.M.
Location: Canyon Ridge Elementary School-Media Center 17359 W. Surprise Farms Loop North, Surprise, AZ 85388
Planning & Zoning
Date: May 19, 2022
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17807–17861 W Bell Rd
Surprise AZ 85388
+33.638595,-112.442183
Wednesday, April 27, 2022 at 10:25:58 AM

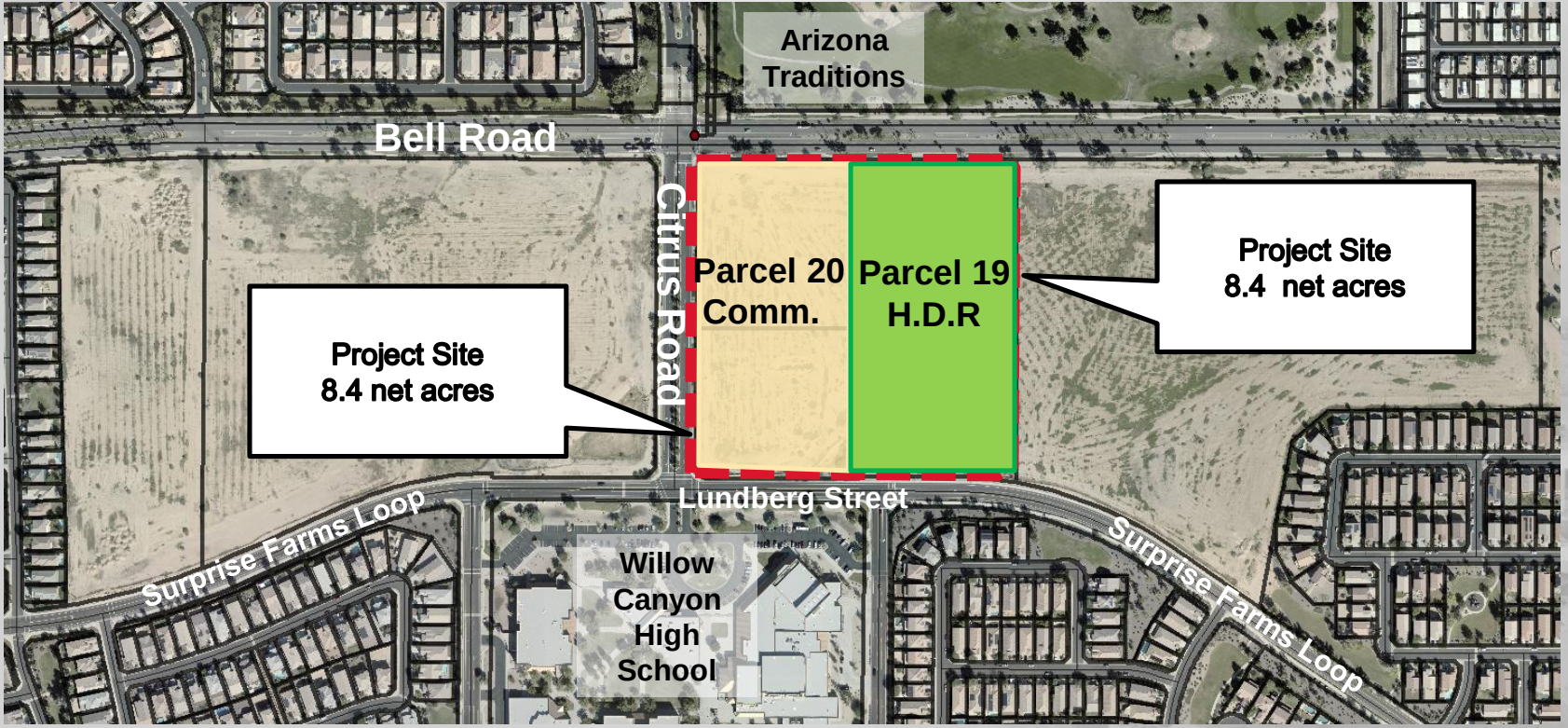
SURPRISE
ARIZONA

FS21-905
Surprise Farms South PAD Amendment, Parcels 19 & 20

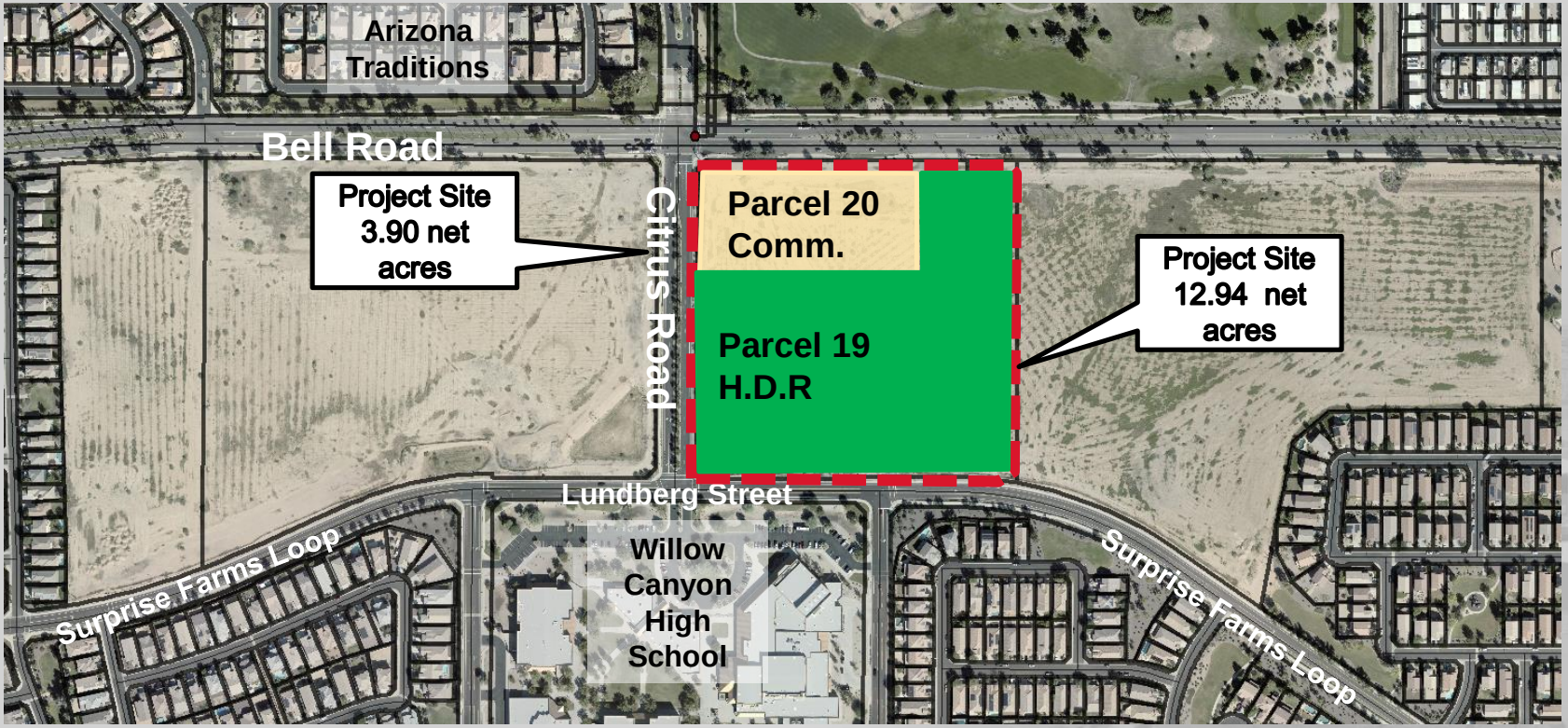
City Council

June 21, 2022

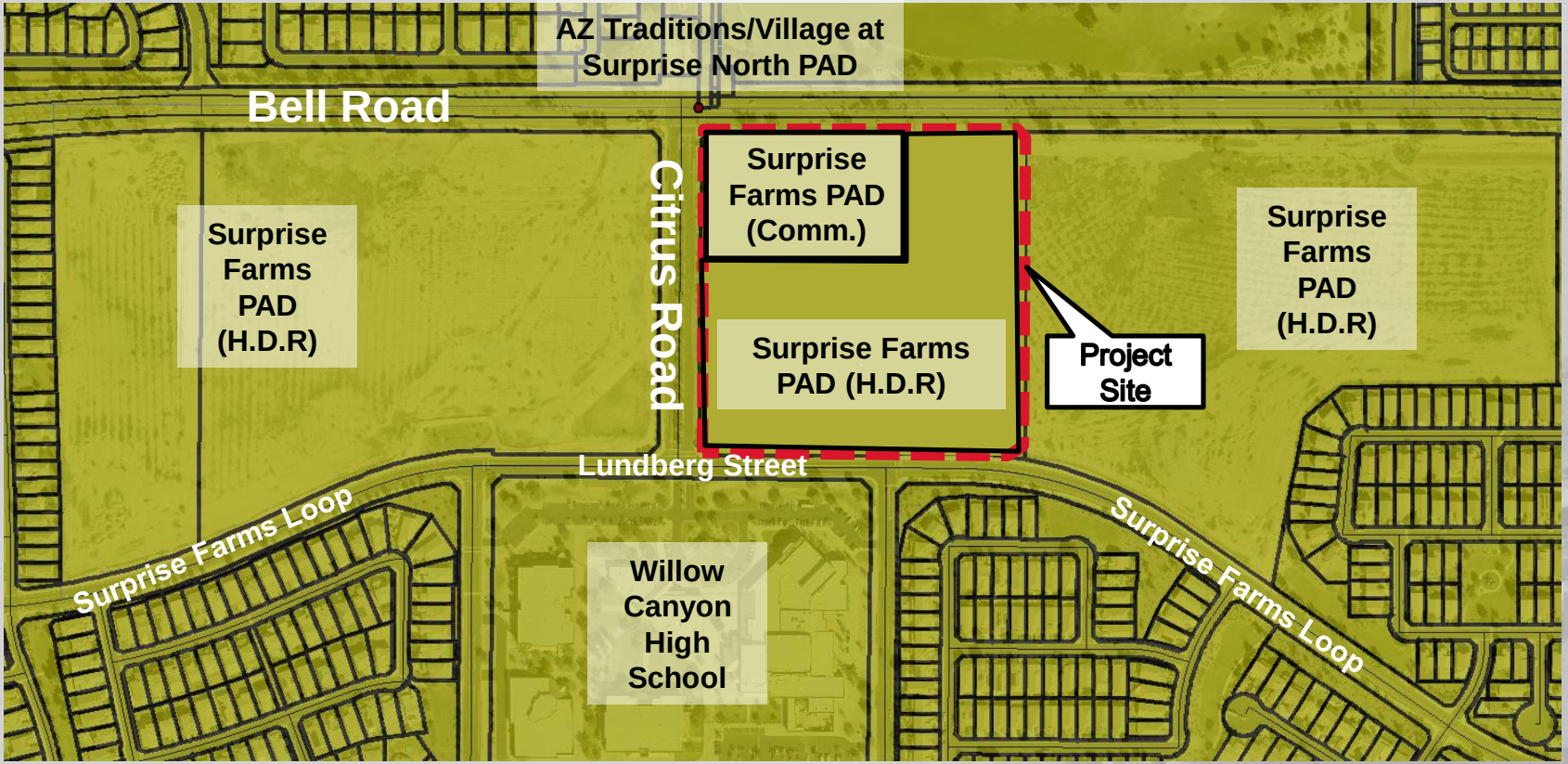
FS21-905 Vicinity Map



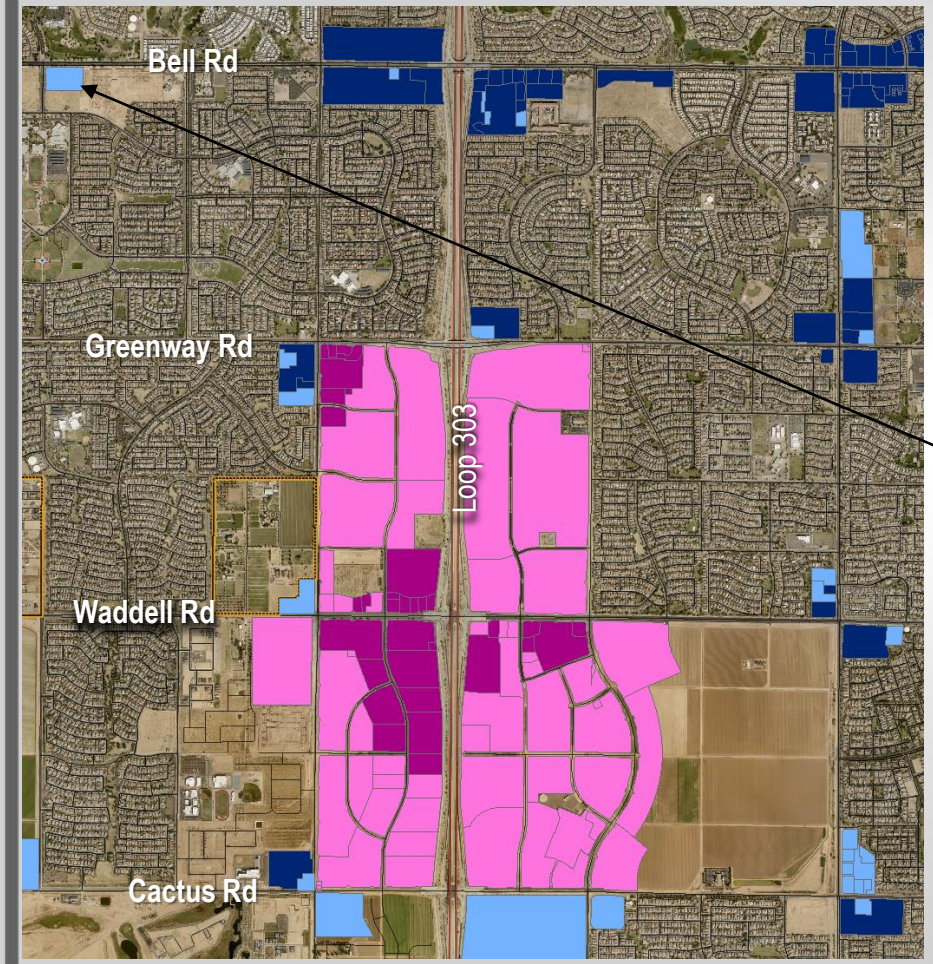
FS21-905 Vicinity Map



FS21-905 Zoning Map



COMMERCIAL ZONING MAP



- Commercial, Built
- Commercial, Vacant
- Mixed Use, Built
- Mixed Use, Vacant

Project Site

Proposed Development Standards

Development Standard	Required	Proposed* or Providing
Net Density (du/ac)	Maximum 18.0	Requesting 27.15*
Setbacks		
Front	20’	20’
Street Side	20’	20’
Interior Side	20’	20’
Rear	20’	20’
Max. Building Height (ft.)	35’	Requesting 42’*
Landscaping	20%	38%
Bicycle Parking	28 spaces	30 spaces
Parking	790 spaces	577 spaces*

*Required parking = 576 spaces pursuant to the LDO
*Building height for MF next to MF = 60’ pursuant to the LDO

DEVELOPMENT STANDARDS

DENSITY

Surprise Farms PAD	Current and proposed changes	
55 acres	75 acres	
18 du/ac	12.24 du/ac	
918 units	990 units	Less 72 dwelling units

Outreach

- Site posting, 300’ mailers, newspaper publishings
- Citizen Participation Meeting 2/24
  - 14 attendees in person and virtual
  - Questions and opposition

Commission Recommends that Mayor and City Council deny the project

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Andrea Davis, DIRECTOR - FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action levying primary property taxes at a rate of $0.7591 per hundred dollars ($100) of assessed valuation and secondary property taxes at a rate of $0.3880 per one hundred dollars ($100) of assessed valuation for Fiscal Year 2023 within the City of Surprise; Resolution #2022-69.

Motion:

I move to approve Resolution #2022-69. (In accordance with A.R.S. Section 42-17107(A)(4), a roll call vote on this motion is required.)

Background:

On June 7, 2022, the Mayor and City Council held a public hearing on the proposed levy of property taxes, and a roll call vote was held concerning the intention of passage of the primary property tax levy.

At that time, the City Council identified $0.7591 per $100 of assessed valuation as the proposed primary property tax rate and $0.3880 per $100 of assessed valuation as the proposed secondary property tax rate. All public hearings and notices were published and advertised in accordance with state law.

Adoption of Resolution #2022-69 will adopt and order the primary and secondary tax levies.

Objective Analysis:

This is the final step in the annual budget adoption process.

Policy Compliant:

This item is consistent with Arizona Revised Statutes 42-17104 and 42-17107, and the City and Council policies.

Financial Impact:

For FY2023, a primary property tax rate of $0.7591 per $100 of assessed value will be levied upon property, both real and personal, within the City and will generate a total of $10,873,200 and a secondary property tax rate of $0.3880 per $100 of assessed value will be levied upon property, both

real and personal, within the City and will generate a total of $5,557,500.

Budget Impact:

Adoption of primary property tax levies will allow for the collection of these revenues, which are an integral part of the adopted fiscal year 2023 budget. The proposed primary property tax rate is $0.7591 per $100 of assessed value and will generate approximately $10,873,200 and the proposed secondary property tax rate is $0.3880 per $100 of assessed value and will generate approximately $5,557,500.

FTE Impact:

The number of full time equivalents (FTE) is not impacted by this item.

ATTACHMENTS:

1. Res 2022-69 Final Property Tax Levy_Draft

RESOLUTION # 2022-69

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF PROPERTY WITHIN THE CITY A CERTAIN SUM OF MONEY FOR FISCAL YEAR 2023 TO BE ASSESSED AGAINST THE VALUATION OF REAL AND PERSONAL PROPERTY FOR PRIMARY AND SECONDARY TAX PURPOSES.

WHEREAS, the City Council is required by Arizona Revised Statutes § 42-17253 to adopt an annual tax levy based upon the rate to be assessed per each One Hundred Dollars ($100.00) of assessed valuation of property within the City;

WHEREAS, the primary and secondary tax levy for Fiscal Year 2023 beginning July 1, 2022 must be adopted by resolution prior to the third Monday in August, and not less than fourteen days after adoption of the municipal budget;

WHEREAS, the municipal budget of the City of Surprise was adopted at a special meeting of the City Council held on June 7, 2022, at least fourteen days prior to the adoption of this Resolution; and

WHEREAS, the City has computed tax rates at $0.7591 per one hundred dollars ($100.00) of assessed valuation to be levied and collected as primary taxes and $0.3880 per one hundred dollars ($100.00) of assessed valuation to be levied and collected as secondary taxes.

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

Section 1. That there is hereby levied, as a primary property tax, $0.7591 per each One Hundred Dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of ten million, eight hundred seventy-three thousand, two hundred dollars ($10,873,200.00) for the fiscal year ending on June 30, 2023.

Section 2. That there is hereby levied, as a secondary property tax, $0.3880 per each One Hundred Dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of five million, five hundred fifty-seven thousand, five hundred dollars ($5,557,500.00) for the fiscal year ending on June 30, 2023.

Section 3. Any failure by the Maricopa County officials to properly return the delinquent tax list, irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings nor invalidate any title conveyed by any tax deed, any sale or proceeding pursuant

thereto, the validity of the assessment or levy of taxes, nor the judgment of sale by which the collection of taxes may be enforced. All actions by officers de facto shall be valid as if performed by officers de jure.

APPROVED AND ADOPTED this __day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Andrea Davis, DIRECTOR - FINANCE, Eric Boyles, ASSISTANT DIRECTOR - FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action levying an amount not to exceed the maximum rate of $1.20 per one-hundred dollars of assessed valuation for each Street Light Improvement District (SLID) within the City of Surprise during the Fiscal Year 2023; Resolution #2022-70.

Motion:

I move to approve Resolution #2022-70 (In accordance with A.R.S. Section 42-17107(A)(4), this motion must be by roll call vote).

Background:

On June 7, 2022, the Mayor and City Council held a public hearing on the proposed FY2023 SLID tax levy. Per Arizona Revised Statute 42-17107, a public hearing was held to receive public comment on the proposed SLID tax levies for fiscal year 2023. This hearing was published and advertised in accordance with State law. Adoption of Resolution # 2022-70 will set said SLID property tax levies.

Objective Analysis:

The Street Light Improvement Districts are established to levy a property tax within specific geographic areas to pay for costs of providing street lighting. These costs would otherwise be paid for through other operating sources.

Policy Compliant:

This item is consistent with City and Council policy as well as Arizona Revised Statutes.

Financial Impact:

For FY2023, a property tax will be levied upon the assessed valuation of property for Street Light Improvement Districts (SLID) at an amount up to the maximum rate of $1.20 per $100 of assessed value for each SLID. The levies will generate $2,838,100 of revenue in total. The funds will be used to pay for electricity, maintenance, and administration fees associated with each SLID.

Budget Impact:

The proposed SLID tax levies are included as a part of the FY2023 Final Budget which was approved by Council on June 7, 2022.

FTE Impact:

No FTE impact will occur with this item.

ATTACHMENTS:

1. Res 2022-70 Final SLID Levy adoption_Draft

RESOLUTION 2022-70

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, SETTING FORTH THE LEVY OF PROPERTY TAX RATES FOR STREET LIGHTING IMPROVEMENT DISTRICTS.

WHEREAS, the provisions of Arizona Revised Statutes § 48-616 require the governing body to levy taxes upon all property in municipal street lighting improvement districts necessary to pay the annual expenses of said districts;

WHEREAS, the City Council is required by Arizona Revised Statutes § 42-17103 et seq. to hold a public hearing on or before the fourteenth day before the day on which it levies taxes, and the City council held such hearing on June 7, 2022; and

WHEREAS, the City has computed tax rates for Street Lighting Improvement Districts up to the maximum rate of $1.20 for each one hundred dollars ($100.00) of assessed valuation, as set forth on *Exhibit A* attached hereto.

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

Section 1. For each Street Lighting Improvement District as set forth in *Exhibit A*, attached and incorporated herein, there is hereby levied an amount not to exceed the maximum rate of $1.20 on each one hundred dollars ($100.00) of assessed valuation, to be collected as provided by law and for the purpose provided by law.

APPROVED AND ADOPTED this _____day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT “A”

Street Light Improvement Districts

Expense Estimates and Levy Rates

Fiscal Year 2023

County Number / City District Name by Assessment Type	Net Assessed Value[1]	Estimated Expenses	Levy Amount	Levy Rate[2]
Ad Valorem				
13980 Kingswood Parke	11,829,505	42,400	34,200	0.2752
23110 Sun City Grand (DW)	49,154,807	330,200	250,300	0.4854
23124 WestPoint Towne Center	19,438,196	82,400	58,900	0.2884
23125 Continental at Kingswood Parke	4,959,020	14,200	9,700	0.1863
23135 Mountain Vista	8,716,353	22,700	16,300	0.1780
23174 Sun City Grand II	132,448,530	571,700	429,800	0.3100
23183 Ashton Ranch I	3,107,206	15,400	11,000	0.3372
23184 Sun City Grand III	6,754,216	38,100	28,000	0.3953
23191 Mountain Vista II	8,279,914	13,800	10,000	0.1150
23193 Bell West Ranch	2,249,045	9,000	5,900	0.2498
23194 Canyon Ridge West	12,582,774	15,000	10,100	0.0768
23238 Ashton Ranch II	3,614,742	17,200	12,400	0.3265
23239 Mountain Vista III	5,975,776	20,900	14,200	0.2263
23258 Greenway Parc #1	3,867,120	22,400	13,400	0.3314
23267 Northwest Ranch #1	4,729,418	10,000	7,700	0.1549
23268 Greenway Parc #3	893,789	7,100	4,300	0.4582
23319 Legacy Parc	7,132,989	28,900	20,400	0.2724
23323 Bell West Ranch 1A	2,989,379	12,500	8,500	0.2708
23329 Greenway Parc #2	3,350,115	18,600	13,500	0.3837
23330 Countryside	9,530,560	37,800	27,500	0.2748
23333 Roseview Units 5, 5a, 7, 8	6,044,847	22,800	16,200	0.2553
23335 Northwest Ranch II	6,124,255	28,500	19,400	0.3017
23336 Roseview Units 1-6	9,790,130	42,700	31,000	0.3014
23338 Sun City Grand IV	93,010,947	188,400	122,500	0.1256
23351 Bell West Ranch 1B	1,851,146	8,600	6,200	0.3190
23355 Ashton Ranch III	3,279,045	19,200	13,400	0.3889
23356 Legacy Parc G,H,I	3,048,760	17,400	12,300	0.3843
23358 Ashton Ranch IV	3,289,892	13,900	10,400	0.3010
23390 Rancho Gabriella - Phase I	10,374,184	33,300	23,800	0.2185
23401 Rancho Gabriella 2,3,4A-B	22,489,307	69,100	49,200	0.2083
23405 Tash/Western Meadows	3,783,302	16,600	10,700	0.2693
23409 Orchards 1,2,3,4,5	9,048,202	34,300	24,000	0.2526
23414 Surprise Farms 1A	14,324,536	47,900	33,700	0.2240
23417 Parke Row	909,583	3,600	2,600	0.2721
23419 Legacy Parc Parcels e, f, & j	3,605,127	12,200	9,400	0.2484
23424 Bell West Ranch II	3,239,893	11,900	8,000	0.2352
23444 Surprise Farms 1B	16,085,280	70,700	51,500	0.3048
23448 Sierra Montana Phase II	14,746,274	45,400	30,900	0.1995
23449 Litchfield Manor	16,304,903	61,700	39,700	0.2318
23450 Desert Oasis No. 1	10,414,653	28,000	20,000	0.1661
23455 Sierra Montana Parcel 12	1,579,702	9,700	6,500	0.3919
23456 Cotton Gin	3,628,626	18,000	12,900	0.3386
23457 Marley Park I, p 1-4	7,490,820	33,000	26,100	0.3319
23458 Summerfield @ Litchfields	1,488,798	5,800	3,900	0.2496
23460 Greer Ranch South	13,335,106	50,800	47,900	0.3372
23461 Bell West Ranch III	3,005,079	11,900	8,100	0.2566
23467 Sierra Verde Ph I	9,707,987	44,000	32,400	0.3179
23468 Bell Pointe I	5,517,488	26,500	22,300	0.3856
23469 Kenly Farms	3,936,114	13,700	10,400	0.2517
23470 Veramonte	5,737,987	29,900	20,900	0.3469
23487 Rancho Gabriella Ph 2 pcl 11	1,294,383	4,200	3,100	0.2281
23498 Surprise Farms Ph 2	12,902,689	52,500	38,200	0.2820
23506 Royal Ranch Unit II, pcl 5,6,9	7,461,978	23,300	15,800	0.2016
23510 Sierra Verde Parcel 4	1,626,451	4,000	2,400	0.1405
23512 Marley Park Ph 1, P 7, 8	3,948,566	12,600	8,500	0.2050
23517 Surprise Farms Ph 3	10,234,662	43,600	31,900	0.2970
23521 Marley Park Ph 1, P 5, 6	5,047,954	20,000	14,000	0.2645
23524 Royal Ranch Unit 2, pcl 8	1,505,985	7,400	5,400	0.3414
23525 Greer Ranch North Ph1	8,291,170	40,800	27,700	0.3182

County Number / City District Name by Assessment Type	Net Assessed Value[1]	Estimated Expenses	Levy Amount	Levy Rate[2]
Ad Valorem				
23536 Rancho Gabriella PH 3 pcl 17	1,445,194	4,400	3,200	0.2108
23537 City @ Surprise Ph 1	2,570,154	9,200	7,800	0.2975
23542 Royal Ranch Unit 2, P7	2,347,358	7,900	2,900	0.1176
23555 Greer Ranch North PH2	9,601,760	18,500	14,300	0.1416
23563 Sycamore Estates Par 13	4,656,389	29,400	20,600	0.3756
23566 Marley Park Ph 2, 9,11,12	4,700,090	16,800	13,000	0.2633
23581 Sierra Montana Parcel 7	1,391,330	4,200	3,200	0.2190
23582 Surprise Farms PH 4, Par 1-6	11,593,586	37,400	23,300	0.1913
23590 Desert Oasis Lancer 5 A5B14A	3,641,816	38,800	41,400	0.7730
23591 Sarah Ann Ranch	18,094,759	70,000	53,400	0.2810
23641 Asante Phase 1	12,999,382	56,700	34,200	0.2245
23644 Johnson Townhomes	550,064	1,300	1,000	0.1732
23645 Surprise Pointe Comml Subdivision	16,668,298	17,300	11,800	0.0604
23653 Surprise Valley Station (Trader Joe's)	2,411,801	2,000	3,200	0.0795
23654 Surprise Farms Phase 5	6,207,309	16,800	11,900	0.1825
23661 Quick Trip # 410	312,042	1,100	-	0.0000
23663 Westfield Commons	1,909,235	23,700	23,600	1.1972
23667 Asante Parcel 1.16	46,805	2,300	500	1.0174
23668 Sierra Montana Parcel 14	2,585,288	12,100	8,400	0.3094
23673 Santa Fe Ave #111	681,695	7,400	8,500	1.1875
23682 Autoshow NW #114 SLID	3,069,274	2,300	2,000	0.0638
23683 Surprise Medical Plaza SLID	1,442,904	4,000	3,400	0.2302
23698 Autoshow East 1 #126 (Coulter Nissan)	977,507	800	600	0.0601
23700 Desert Oasis Pcl 13A	2,509,256	8,600	5,000	0.1870
23706 Desert Oasis Pcl 14C	2,499,317	9,500	5,700	0.2171
23811 Sierra Montana Phase 1 Parcel G #141	618,392	5,100	2,000	0.3084
23830 Autoshow West 1 #150	1,769,262	1,500	1,200	0.0670
23836 Autoshow West 2 #152	1,373,123	1,700	1,600	0.1137
23841 Sycamore Farms Parcel 12 Ph2 #138	1,146,770	8,800	5,500	0.4567
23855 SLID-Bell Pointe 2 South #157	248,815	2,500	6,600	0.4474
23872 Autoshow East 3 #132 (Toyota)	1,356,852	800	800	0.0593
23896 SLID-Mirano at Desert Oasis	729,204	2,900	9,200	0.5276
23902 SU-Asante PAR4.5	1,198,514	10,900	20,800	1.0038
23950 SU-Hilton Garden Inn	1,342,655	1,800	1,700	0.1240
23952 SLID-Prasada Phase 2A #192	596,994	1,200	3,000	0.2192
Total Ad Valorem		2,997,900	2,214,700	

County Number / City District Name by Assessment Type	# of Taxable Parcels	Estimated Expenses	Levy Amount[3]
Equal Apportionment			
23418 Sierra Montana Phase 1a	1,397	86,900	55,300
23434 Royal Ranch Unit I	516	24,500	17,600
23662 Crescent Crown #82	2	-	-
23665 Marley Park Plaza #91	8	1,600	1,800
23666 Marley Park Parcel 12	144	15,200	10,100
23669 Stadium Village Small A #107	40	8,600	7,000
23670 Commerce Park East #109 SLID	62	4,600	3,900
23671 Coyote Lakes #95 SLID	761	42,200	32,000
23672 Stonebrook #103	164	5,500	4,000
23674 Parkview Place #112	8	3,000	2,200
23692 Skyway Business Park #92	53	19,400	15,000
23694 Westgate #122	1	800	700
23702 OTS Commercial B #123	4	2,300	1,700
23708 Autoshow East 2 #127 (L Miller Dodge)	1	1,000	700
23790 Marley Park Phase 3	594	24,800	23,900
23807 Zanjero Trails PH 2 #133	543	28,100	24,800
23808 Sycamore Farms Parcel 12 North #146	154	5,100	4,700
23810 Marley Park Ph 4, #140	979	45,900	145,400
23819 Desert Oasis Parcel 11	64	4,700	3,100
23829 Desert Oasis Parcel 13B #151	312	5,000	4,500
23834 Austin Ranch West Parcel 4 #139	138	10,700	9,100
23838 Austin Ranch Parcel 1	420	32,500	22,200
23842 Desert Oasis Parcel L10 Sanverno	93	3,700	3,400
23856 Zanjero Trails Parcels 16 & 17 #162	105	5,400	3,000
23868 Austin Ranch West Parcel 6 #143	323	4,000	3,800
23897 Zanjero Trails Parcel 11	392	11,700	31,000
23899 Desert Oasis - Cortana Parcel L6 #153	167	10,100	23,400
23900 SU-AustinRnchWstPar5	143	7,100	22,500
23911 Dysart Mini Storage #145	2	700	600
23916 SU-Fulton Homes At Escalante 154	775	21,800	45,800
23928 SU-Rancho Mercado North 181	1,218	30,700	79,700
23929 SU-Rancho Mercado 182 South	779	5,300	7,500
23941 SU-Surprise Center North 190	2	1,000	1,800
23948 SU-Cotton and Sweetwater 189	162	1,400	2,700
23951 SU-Paradise Honors 195	156	7,400	-
23954 SU-DesertCove 184	2	900	8,500
Total Equal Apportionment		483,600	623,400
Grand Total		3,481,500	2,838,100

[1] Net Assessed Value based on Maricopa County Assessor's Office 2022 February State Abstract Report.
[2] Levy rate per $100 of assessed value.
[3] Levy amount will be divided equally by total number of taxable parcels.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022

Contact Person: Danielle Osborne, HSCV Administrator

Submitting Department: Human Svcs and Comm Vitality

District: Citywide

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to the award of the Arts and Cultural Advisory Commission's Grant Program funding recommendation for Fiscal Year 2023.

Motion:

I move to approve the Fiscal Year 2023 funding recommendations from the Arts & Cultural Advisory Commission, as presented.

Background:

The Arts & Cultural Advisory Commission established the grant program to award grants to non-profit organizations hosting events, programs or activities that further the Commission's mission to spur cultural growth in Surprise. This fiscal year the Commission allocated $30,000 for the program.

Objective Analysis:

The Arts & Cultural Grant Program was designed to provide non-profit 501(c)3 organizations with options for funding art and cultural events, programs or activities.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

For FY2023, the Commission's total award recommendation is $30,000. The one-time awards are paid to agencies on a reimbursement basis upon completion of their project.

Budget Impact:

The FY2023 approved budget for the Human Service and Community Vitality Department includes a total of $30,000 for the Arts & Cultural Grant Program.

FTE Impact:

None

ATTACHMENTS:

1. HSCV Staff Report - Arts & Culture FY23
2. Arts Grant FY23 Presentation

Date: June 21, 2022

To: Surprise City Council

From: Danielle Osborne, HSCV Administrator

Re: Arts & Culture Grant Program FY23

Introduction

The Arts & Culture Grant Program was designed to provide non-profit 501(c)(3) organizations with options for funding arts and cultural events, programs or activities.

Background

The Arts & Cultural Advisory Commission established the grant program to award grants to non-profit organizations hosting events, programs or activities that further the Commission's mission to spur cultural growth in Surprise.

Funding

The Commission has allocated $30,000.00 towards the grant program in the FY2023 operating budget. The Arts & Cultural Advisory Commission have reviewed applications, and are making recommendations to the full City Council for award designations and amounts.

Committee Recommendations

The Arts & Cultural Advisory Commission held a meeting on May 2, 2022 to review, discuss, and act upon the eligible applications received. A total of six (6) agency applications were received. Applicants were given an opportunity to present their proposal during the May 2nd commission meeting.

Commission recommendations are as follows:

Agency	Requested	Recommendation
Ottawa University Theatre Club	$10,000	$10,000
Drum Arizona, Inc.	$4,668	$4,200
The Vista Center for the Arts – Promotional Tickets	$10,000	$10,000
The Vista Center for the Arts – Subsidized Tickets	$10,000	$5,800
WHAM Art Association	$11,830	$0
West Valley Arts Council	$25,000	$0
TOTAL	**$71,498**	**$30,000**

Future Actions

- Award notifications to be sent immediately after Council action
- Spending and projects must be complete by June 15, 2023

Recommendation

Approval of Arts & Culture Grant Program awards as recommended by the Arts & Cultural Advisory Commission.

SURPRISE
ARIZONA

Arts & Culture Grant Program

FY2023

PROGRAM PURPOSE & OVERSIGHT

- To support local non-profit organizations serving City of Surprise residents
- The Surprise Arts & Cultural Advisory Commission makes funding recommendations
- Commission Members are Chair Rhiannon Miett, Vice-Chair Kathie Morgan, Margaret Lieu, Susan deJong, Jay Lickus, Jo Grant, and Christopher Whitwell

PROGRAM GUIDELINES

- Must provide verification of 501(c)3 status
- Must submit a new application with every program cycle
- Events, programs, activities, etc. must take place in the City of Surprise
- Must include a proposed budget for use of funds
- Reporting is required
- Recipients will acknowledge grant award in all publicity
- Funds are provided on an invoice or reimbursement basis
- FY22-23 Arts & Culture Grant allocation is $30,000 (increased from $10,000 last year)
- No limit on award amount

FY 2021-2022 PROGRAM

- The Commission met on Monday, May 2nd to review the applicants' proposals

- **6** applications were received
  - Total requested grant amount: **$71,498**

Agency	Requested	Recommendation
Ottawa University Theatre Club	$10,000	$10,000
Drum Arizona, Inc.	$4,668	$4,200
The Vista Center for the Arts – Promotional Tickets	$10,000	$10,000
The Vista Center for the Arts – Subsidized Tickets	$10,000	$5,800
WHAM Art Association	$11,830	$0
West Valley Arts Council	$25,000	$0
TOTAL	**$71,498**	**$30,000**

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022
Contact Person: Jodi Wittrock
Submitting Department: Human Svcs and Comm Vitality
District: Citywide
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to the award of the Council Subcommittee on Community Outreach, Partnerships and Grants recommendation for the Surprise Community Outreach Program funding for Fiscal Year 2023.

Motion:
I move to approve the funding recommendations from the Council Subcommittee on Community Outreach, Partnerships, and Grants as presented.

Background:
The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service, programs and events to citizens of the City of Surprise. This fiscal year the Council allocated $200,000 for the program.

Objective Analysis:
The Surprise Community Outreach Program was designed to provide non-profit 501(c)3 organizations with options for funding programs and/or events.

Policy Compliant:
This itemis compliant with City and Council policies.

Financial Impact:
For FY2023, the Subcommittee's total award recommendation is $200,000. The one-time awards are paid to agencies on a reimbursement basis upon completion of their project.

Budget Impact:
The FY2023 approved budget for the Human Service and Community Vitality Department includes a total of $210,000 for community outreach activities; $10,000 for the Neighborhood Grant Program and $200,000 for the Surprise Community Outreach Program.

FTE Impact:

None

ATTACHMENTS:

1. SCOP FY23 Presentation
2. HSCV Staff Report - SCOP FY 23

SURPRISE
ARIZONA

Community Outreach Program

FY2022-2023

PROGRAM PURPOSE & OVERSIGHT

- To support local non-profit organizations serve the City of Surprise residents
- Surprise Sub-Committee on Community Outreach, Partnerships & Grants makes funding recommendations
- Sub-Committee Members are Councilmember Chris Judd, Chair, Vice-Mayor Aly Cline, and Councilmember Jack Hastings

PROGRAM GUIDELINES

- Must provide verification of 501(c)3 status
- Must submit a new application with every program cycle
- Events, programs, activities, etc. must take place in the City of Surprise
- Must include a proposed budget for use of funds
- Recipients will acknowledge grant award in press release
- Funds are provided on an invoice or reimbursement basis
- Maximum award is $10,000
- FY22-23 SCOP allocation is $200,000

FY 2022-2023 PROGRAM

- The Committee met on Tuesday, May 9th to review the applicants requests

- **44** applications were received
  - Total requested grant amount: **$402,339**

Agency	Requested	Recommendation
Spencer's Place	$10,000	$10,000
Radiant Church	$10,000	$10,000
Meals of Joy	$10,000	$10,000
Valley View Community Food Assistance	$10,000	$10,000
Seeds of Hope International Ministries	$10,000	$10,000
Sounds of Autism - Unified Responders Community	$10,000	$8,000
WHAM	$7,500	$7,500
Best Buddies	$10,000	$7,500
Rotary Club of Surprise Community Foundation, Inc	$10,000	$7,500
A New Leaf	$10,000	$7,500
Surprise Youth Foundation	$10,000	$7,000
Gem Housing Solutions - Mental Health Support Services	$10,000	$7,000
Known Church	$6,570	$6,570
Northwest Valley Connect	$10,000	$6,000
America's Mighty Warriors	$10,000	$6,000
HART PANTRY	$10,000	$6,000
Women 4 Women Surprise	$5,000	$5,000
The Vista	$10,000	$5,000
OUAZ Theatre Club 2022-23	$9,594	$5,000
Benevilla	$10,000	$5,000
Chance Shelter of Surprise	$10,000	$5,000
One Step Beyond Inc. Life Skills	$10,000	$5,000

Agency	Requested	Recommendation
St.Vincent de Paul St Clare of Assisi Conference	$10,000	$5,000
West Valley Arts Council	$10,000	$5,000
Stage Left Productions	$8,175	$5,000
Medical Lending Center	$10,000	$5,000
Surprise Young Life	$7,000	$4,930
Fresh Start Women's Foundation	$7,500	$4,000
Arizona Burn Foundation	$3,500	$3,500
Stepping Up for Seniors	$7,000	$3,500
Angels on Patrol	$3,500	$2,500
Your Sure Foundation, Inc.	$10,000	$2,500
Valley of the Sun YMCA	$10,000	$2,500
Sounds of Autism - Responders Unite	$10,000	$0
MIKID – Mentally Ill Kids in Distress	$10,000	$0
New Life Center	$10,000	$0
Justa Center	$10,000	$0
The James Foundation	$10,000	$0
Deep Within Rehab Center	$10,000	$0
Transform the Next Generation	$9,000	$0
Gem Housing Solutions - Promoting Housing Stability	$10,000	$0
Phoenix Rescue Mission	$10,000	$0
Youth Play USA	$10,000	$0
Helping Families in Need	$8,000	$0
TOTAL	**$402,339**	**$200,000**

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

HUMAN SERVICE AND COMMUNITY VITALTY

Date: June 21, 2022

To: Surprise City Council

From: Jodi Whittrock, Governmental Relations Administrator
Seth Dyson, HSCV Director

Re: Surprise Community Outreach Program FY23

Introduction

The Surprise Community Outreach Program was designed to provide non-profit 501(c)3 organizations with options for funding programs and/or events.

Background

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. The City has allocated $200,000 for SCOP Fiscal Year 2023 and $10,000 for the Neighborhood Grant Program.

Funding

The City Council designated $200,000 from the FY2023 budget for community outreach programs. The Committee on Community Outreach, Partnerships and Grants reviewed applications and are making recommendations to the full City Council for award.

Committee Recommendations

The Committee on Community Outreach, Partnerships and Grants held a meeting on May 9th to review, discuss and act upon the eligible applications received. A total of forty-four (44) applicants were received. Applicants were given an opportunity to present their project during the May 9th committee meeting.

Committee recommendations are as follows:

	Requested	Recommendation
Spencer's Place	$10,000	$10,000
Radiant Church	$10,000	$10,000
Meals of Joy	$10,000	$10,000
Valley View Community Food Assistance	$10,000	$10,000
Seeds of Hope International Ministries	$10,000	$10,000
Sounds of Autism - Unified Responders Community	$10,000	$8,000
WHAM	$7,500	$7,500
Best Buddies	$10,000	$7,500
Rotary Club of Surprise Community Foundation, Inc	$10,000	$7,500
A New Leaf	$10,000	$7,500
Surprise Youth Foundation	$10,000	$7,000
Gem Housing Solutions - Mental Health Support Services	$10,000	$7,000
Known Church	$6,570	$6,570
Northwest Valley Connect	$10,000	$6,000
America's Mighty Warriors	$10,000	$6,000
HART PANTRY	$10,000	$6,000
Women 4 Women Surprise	$5,000	$5,000
The Vista Mobility Project	$10,000	$5,000
OUAZ Theatre Club 2022-23	$9,594	$5,000
Benevilla	$10,000	$5,000
Chance Shelter of Surprise	$10,000	$5,000
OSBI Life Skills	$10,000	$5,000
St.Vincent de Paul St Clare of Assisi Conference	$10,000	$5,000
West Valley Arts Council	$10,000	$5,000
Stage Left Productions	$8,175	$5,000
Medical Lending Center	$10,000	$5,000
Surprise Young Life	$7,000	$4,930
Fresh Start Women's Foundation	$7,500	$4,000
Arizona Burn Foundation	$3,500	$3,500
Stepping Up for Seniors	$7,000	$3,500
Angels on Patrol	$3,500	$2,500
Your Sure Foundation, Inc.	$10,000	$2,500
Valley of the Sun YMCA	$10,000	$2,500
Sounds of Autism - Responders Unite	$10,000	$0
MIKID - Mentally Ill Kids in Distress	$10,000	$0
New Life Center	$10,000	$0
Justa Center	$10,000	$0
The James Foundation	$10,000	$0
Deep Within Rehab Center	$10,000	$0
Transform the Next Generation	$9,000	$0
Gem Housing Solutions - Promoting Housing Stability	$10,000	$0

Phoenix Rescue Mission	$10,000	$0
Youth Play USA	$10,000	$0
Helping Families in Need	$8,000	$0
TOTAL	**$ 402,339**	**$ 200,000**

Future Actions

- Award notifications to be sent immediately after Council action
- Spending and projects must be complete by June 16, 2023

Recommendation

Approval of Surprise Community Outreach Program awards as recommended by the Committee on Community Outreach, Partnerships and Grants.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Preliminary Plat entitled, "Windstone Ranch North" and dated March 9, 2022, a property generally located north of Happy Valley Road, west side of 151st Avenue; Case FS21-955.

Motion:
I move to approve the Preliminary Plat entitled, "Windstone Ranch North" and dated March 9, 2022, subject to stipulations "a" through "h" as outlined in the staff report.

Background:
Kent Xander of Xander Lander, LLC seeks approval of a Preliminary Plat for the Windstone Ranch North. The applicant seeks to subdivide the subject property into 61 single-family residential lots over 19.87 acres, for a gross density of 3.07 DU/Ac.

Objective Analysis:
The subject Preliminary Plat meets the requirements of the R-1, Lot Category A, in addition to other applicable requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The requested Preliminary Plat is consistent with the Residential Low density (R-1) Lot Category A and advances the goals and policies of the General Plan.

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-955 Windstone Ranch Pre Plat - Staff Report
2. 01 - FS21-955 Windstone Ranch North Pre Plat - Vicinity Map
3. 02 - FS21-955 Windstone Ranch North Pre Plat - Zoning Map
4. 03 - FS21-955 Windstone Ranch North Pre Plat - Preliminary Plat
5. 04 - FS21-955 Windstone Ranch North Pre Plat - Landscape Plan
6. 05 - FS21-955 Windstone Ranch North Pre Plat Luke AFB Comments
7. FS21-955 Windstone Ranch North Pre Plat - Presentation

SURPRISE
ARIZONA

PRELIMINARY PLAT

REPORT TO CITY COUNCIL

Case:	**FS21-955**
Project Name:	Windstone Ranch North Preliminary Plat
Council District:	1 – Acacia
Planning and Zoning Date:	**June 21, 2022**
Planner:	Chris Sexton
Owner:	Red Leaf Holdings, LLC
Applicant:	Kent Xander with KAX Group, Inc.
Request:	Preliminary Plat for 61 single-family residential subdivision
Site Location:	Generally located north of Happy Valley Road on the west side of 151st Avenue at W Cottontail Lane.
Site Size:	19.87 acres (approx.)
Gross Density:	3.07 DU/Ac.
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

- The proposed Preliminary Plat is consistent with the General Plan 2035.
- The proposed Preliminary Plat is consistent with applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

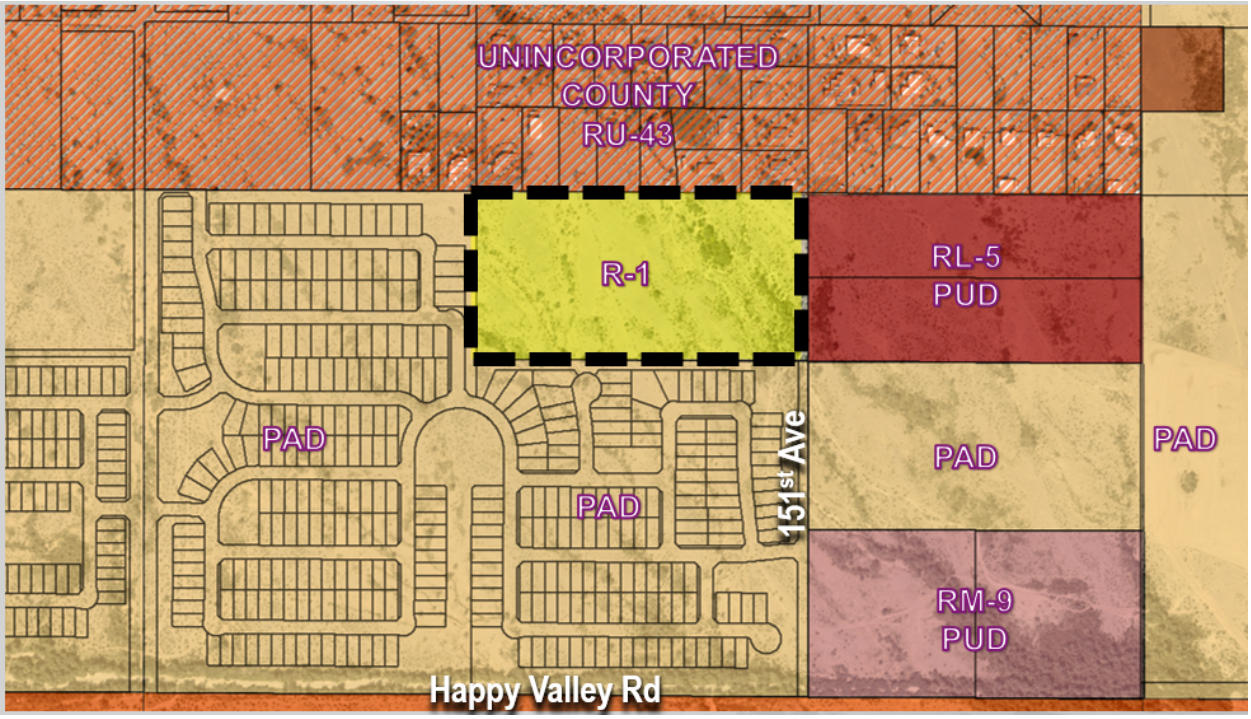
Commission Recommendation: The Planning & Zoning Commission recommends **approval** of case FS21-955 to the City Council, subject to stipulations 'a' through 'h'.

PROJECT DESCRIPTION:

Kent Xander with KAX Group, Inc. seeks approval of a Preliminary Plat for Windstone Ranch North. The applicant seeks to subdivide the subject property into 61 single-family lots over approximately 19.87 acres, for a gross density of 3.07 DU/Ac. The proposal is to build a single-family subdivision where the lot product will be detached single-family homes on individually platted lots.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:



BACKGROUND:

April 29, 2021: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR21-161.

October 19, 2021: The subject land was annexed into the City of Surprise by Ordinance 2021-20. The Mayor and City Council approved a Rezone from Rural Residential (RR) to Residential Low Density (R-1), FS21-208.

December 1, 2021: The applicant filed a request for a Preliminary Plat approval under case FS21-955, the subject case.

May 5, 2022: The Planning and Zoning Commission voted to recommend approval of the subject Preliminary Plat to the City Council subject to stipulations 'a' through 'h'.

ANALYSIS AND DISCUSSION:

Windstone Ranch North is a 19.87-acre proposed subdivision generally located to the north of Tierra Verde East PAD Parcel 2 and 3 and west of the north portion of Windstone Ranch, APN 503-54-004A.

The subject request involves a Preliminary Plat to develop 61 residential single-family lots. The development standards will follow Residential Low density (R-1) Lot Category A with respect to setbacks and lot areas; however, the proposal includes lot widths more commonly found in Lot Category B with typical lot dimensions of 60' x 125' and 70' x 125'.

RESIDENTIAL PARCEL DATA

ZONING	LOTS	LAND USE	LOT SIZES	GROSS ACRES	NET ACRES*	OPEN SPACE	NO. LOTS	NET DU/AC	% OPEN SPACE
R-1	1-4, 12-61 (54) 5-11 (7)	LDR	60'x125' 70'x125'	19.87 AC	19.87 AC	4.77 AC	61	3.07	24.0%

Table 106-2c - Residential Low Density (R-1) Zoning district

Lot Categories	A [3]	B	C	D	E	F
General Plan Compatibility	Suburban	Suburban	Suburban	Suburban and Rural	Rural	Rural
Lot Area (sf)	4950-7,999	8,000-11,999	12,000-17,999	18,000-27,999	28,000-43,559	≥ 43,560
Min Lot Width (sf)	45	60	80	90	100	130
Min. Front setback [1] (ft)	12	12	15	20	20	30
Max. Front setback (ft)	25	25	30	35		
Min. Rear setback [1] (ft)	15	20	20	25	30	30
Min. Side setback [1] (ft)	5 & 8	5 & 10	10	10 & 15	20	20
Min. Street side setback [1] (ft)	15	15	15	15	20	20
Max. Bldg. Height (ft)	35	35	35	35	35	35
Max Lot coverage		45%	40%	30%	30%	25%
Open space (% of gross area of residential development) [3]	20%	20%	20%	15%	15%	10%

Notes:

1. *Garage* face and embellishments shall be *setback* a minimum of twenty feet (20') measured from any opposing property line; except rear *alley* loaded *garages*, which shall be *setback* six feet (6') from edge of *alley* line.
2. The City requires *open space* on a development/subdivision basis rather than on a *lot*-by-*lot* basis. Subdivisions with more than one lot category will provide the higher percentage of open space.
3. Residential projects shall contain no more than fifty percent (50%) of lots less than forty-eight feet (48') wide as calculated across whole subdivisions or preliminary plat and will include mitigating designs outline in Chapter 108 of this ordinance.

Access

The primary access to the neighborhood will be from Cottontail Lane, along the easterly portion of the subdivision, via 151st Avenue.

Open Space & Landscaping

With an open space requirement of 20% (per the Land Development Ordinance [LDO]), the proposed 24% open space, well exceeds the minimum standard. Of that, 3.48 acres will be active open space and 1.29 acres will be passive open space for a total of 4.77%. The amenity area will include a ramada, seating area, and tot lot area that is centrally located within the subdivision for the convenience of all residents. A trail system is proposed internal from the site out to 151st Avenue via Cottontail Lane. The site will be well landscaped and meet all applicable standards of the PAD and other City codes.

Walls

Primary Theme Walls located around a majority of the project perimeter will consist of 6.5' high split-face CMU panels with a precast concrete cap, punctuated by masonry columns finished with stone veneer. The Dooley Wall will have painted a painted smooth face block. There will also be a wrought iron view fence around the westerly perimeter with CMU columns to match the Secondary Theme Wall.

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more.

Reviewing Agencies:

In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke Air Force Base, Maricopa Water District, and Maricopa County Department of Transportation (MCDOT) were included in the routing of this case. These agencies also indicate no objections.

Summary:

The subject Preliminary Plat meets the requirements of the R-1 development standards of the LDO, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

- The proposed Preliminary Plat is consistent with the General Plan 2035.
- The proposed Preliminary Plat is consistent with applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Recommendation:

Based on the findings noted above, the Planning and Zoning Commission recommends the City Council **approve** the subject Preliminary Plat, subject to stipulations 'a' through 'h' as outlined below:

a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Windstone Ranch North", prepared by Atwell, and received 03/14/22.

b. Landscaping of the site shall be consistent with the Landscape Plan entitled "Windstone Ranch North", prepared by RVi, and received 03/11/2022.

c. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc. (WLH) that the Happy Valley Road West (HVW) Buy-in Fee, the Happy Valley Road East (HVE) Buy-in Fee, the Sewer Buy-in Fee, and the Water Buy-in Fee, as applicable, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), have been paid.

d. Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from Paloma Creek Water Coordinator, LLC that the Buy-in Fee, as applicable, as described in the SPA 2 East Water, Water Recharge, and Wastewater Agreement (Regional Improvements Overlay Agreement), has been paid.

e. Wastewater generated from this development will be treated at the SPA 2 Water Reclamation Facility that has a treatment capacity of 2 MGD. The current Phase I wastewater capacity has been fully allocated in the form of EDUs of wastewater capacity totaling 9,524 per the SPA 2 Water Reclamation Facility Capacity Allocation Agreement recorded as instrument NO. 201503548465, Records of Maricopa County, Arizona dated 5/20/2015.

f. Submit proof of payment for SPA 2 sewer treatment capacity with the Final Plat.

g. This property is subject to the SPA 2 Interceptor Agreement (Rec. No. 20090350621). Submit proof of payment to the City with the Final Plat.

h. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Attachments:

00 Staff Report
01 Vicinity Map
02 Zoning Map
03 Preliminary Plat

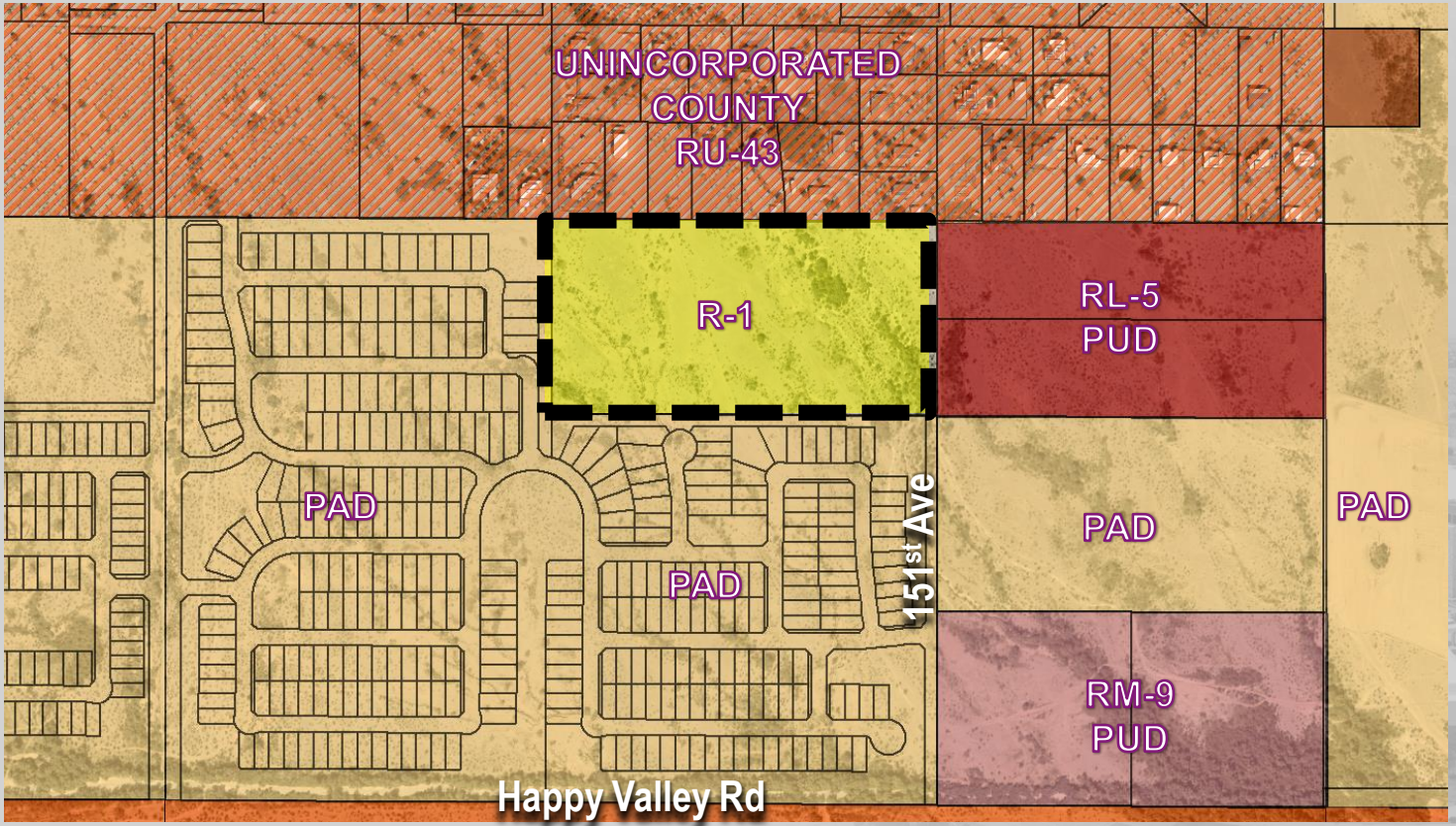
169 04 Preliminary Landscape Plan
170 05 Luke AFB Comments

VICINITY MAP

FS21-955
Windstone Ranch North PP

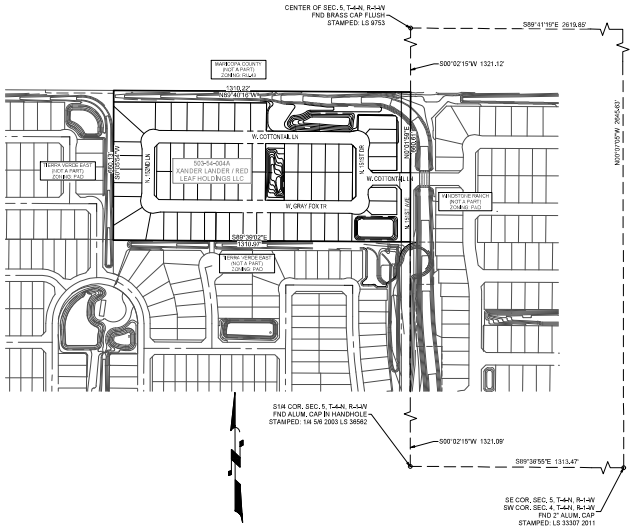
ZONING MAP

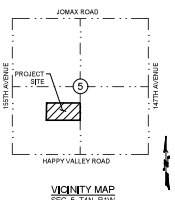
FS21-955
Windstone Ranch North PP



PRELIMINARY PLAT
FOR
WINDSTONE RANCH NORTH

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA





VICINITY MAP
SEC. 5, T4N, R1W
G&SRB&M, MARICOPA COUNTY, ARIZONA
3" = 1 MILE

PROPOSED LOT SIZES
80' x 125' = 54 LOTS
70' x 125' = 7 LOTS

ASSESSOR PARCEL NO'S
503-54-004A

AREAS
865,466 FT² (19.8684 ACRES)

OWNER REPRESENTATIVE
KAX GROUP
8601 N. SCOTTSDALE RD., SUITE 335
SCOTTSDALE, ARIZONA 85253
CONTACT: KENT XANDER
PHONE: (602) 499-9295
KXANDER@KAXGROUP.COM

ENGINEER
ATWELL
4700 E. SOUTHERN AVE.
MESA, ARIZONA 85206
PHONE: (480) 218-8831
CONTACT: MICHAEL J. PARK, PE
MPARK@ATWELL-GROUP.COM

SHEET INDEX

DESCRIPTION	ATWELL SHEET NO.	SHEET NO.
COVER SHEET	CS01	1
DETAIL SHEET	DT01	2
PRELIMINARY PLAT	PP01	3

BASIS OF BEARING
THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN WHICH BEARS S89°46'48"E A DISTANCE OF 5255.54'
THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ3957.
PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.000137686895 AND VERIFIED
AGAINST SDACS BOOK 934, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (00°00'01")

BENCHMARK
NATIONAL GEODETIC SURVEY PID DV0080, DESIGNATION Q 366 FOUND U.S. COAST AND GEODETIC
SURVEY BRASS CAP STAMPED "1967 Q 366"
NAVD 88 ELEVATION = 1392.53
(CITY OF SURPRISE BENCHMARK #53 ELEVATION = 1392.52)

FLOODPLAIN DESIGNATION
THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE 'X', ZONE 'A' AND ZONE 'AE'

SHADED ZONE 'X' IS THE FLOOD INSURANCE RATE ZONE THAT CORRESPONDS TO AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE 'A' AND ZONE 'AE' ARE SPECIAL FLOOD HAZARD AREAS THAT ARE SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD); ALSO KNOWN AS THE BASE FLOOD. IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THE BASE FLOOD ELEVATION IS THE WATER-SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.

ZONE A: NO BASE FLOOD ELEVATIONS DETERMINED.

ZONE AE: BASE FLOOD ELEVATIONS DETERMINED.

SITE DATA
CASE# FS21-955
(SEE TABLE ON RIGHT)

EXISTING ZONING	SEE TABLE BELOW
GROSS SITE AREA	19.87 AC
ARTERIAL ROAD R/W	0.00 AC
NET SITE AREA	19.87 AC
NUMBER OF LOTS	61
NET DENSITY	3.07 DU/AC

503-54-005C	19.87 ACRES
GROSS AREA	19.87 ACRES
N 151ST AVENUE ROW	0.29 ACRES
INTERIOR ROAD ROW	3.36 ACRES
TRACT AREA	4.77 ACRES
LOT AREA	11.45 ACRES
TOTAL AREA	19.87 ACRES

RESIDENTIAL PARCEL DATA

ZONING	LOTS	LAND USE	LOT SIZES	GROSS ACRES	NET ACRES*	OPEN SPACE	NO. LOTS	NET DU/AC	% OPEN SPACE
R-1	1-4, 13-61 (54)	LDR	80'x125'	19.87 AC	19.87 AC	4.77 AC	61	3.07	24.0%
	5-11 (7)		70'x125'						

UTILITY PROVIDERS

SEWER	CITY OF SURPRISE
WATER	CITY OF SURPRISE
FIRE	CITY OF SURPRISE
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
NATURAL GAS	SW GAS
TELEPHONE	CENTURYLINK
TELEPHONE	COX COMMUNICATIONS
CABLE	COX COMMUNICATIONS
REFUSE COLLECTION	CITY OF SURPRISE

LOT TABLE			LOT TABLE		
PARCEL NUMBER	AREA (SF)	AREA (AC)	PARCEL NUMBER	AREA (SF)	AREA (AC)
1	7,552.17	0.17	31	7,500.00	0.17
2	7,495.07	0.17	32	7,500.00	0.17
3	7,678.17	0.18	33	7,557.12	0.17
4	10,841.06	0.25	34	7,447.42	0.17
5	8,750.00	0.20	35	7,550.00	0.17
6	8,750.00	0.20	37	7,500.00	0.17
7	8,750.00	0.20	38	7,500.00	0.17
8	8,750.00	0.20	39	7,500.00	0.17
9	8,750.00	0.20	40	7,500.00	0.17
10	8,750.00	0.20	41	7,500.00	0.17
11	8,707.09	0.20	42	7,500.00	0.17
12	16,896.24	0.39	43	7,500.00	0.17
13	12,768.35	0.29	44	7,500.00	0.17
14	7,559.98	0.17	45	7,500.00	0.17
15	7,557.53	0.17	46	7,500.00	0.17
16	7,541.75	0.17	47	7,500.00	0.17
17	7,578.83	0.17	48	7,512.50	0.17
18	10,940.09	0.25	49	7,512.50	0.17
19	16,950.23	0.39	50	7,500.00	0.17
20	8,403.46	0.19	51	7,500.00	0.17
21	7,500.00	0.17	52	7,500.00	0.17
22	7,500.00	0.17	53	7,500.00	0.17
23	7,500.00	0.17	54	7,500.00	0.17
24	7,500.00	0.17	55	7,500.00	0.17
25	7,500.00	0.17	56	7,500.00	0.17
26	7,500.00	0.17	57	7,500.00	0.17
27	7,500.00	0.17	58	7,500.00	0.17
28	7,500.00	0.17	59	7,500.00	0.17
29	7,500.00	0.17	60	7,500.00	0.17
30	7,500.00	0.17	61	7,550.00	0.17
			TOTAL	498,600.50	11.45

LEGAL DESCRIPTION
503-54-004A:
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGEND

CL	
R/W	
PUE	
MATCH LINE	
DRAINAGE BOUNDARY	
10.0	CONTOUR LINE
HW=10.0	HIGH WATER CONTOUR
1405	EXISTING CONTOUR MINOR
1404	EXISTING CONTOUR MAJOR
PARCEL BOUNDARY	
GRADE BREAK	
GRADE CHANGE	
8"S	SEWER LINE
SEWER MANHOLE	
SEWER FLOW DIRECTION	
EX. 8" S	EXIST. SEWER LINE
EXIST. SEWER MANHOLE	
8"W	WATER LINE
WATER VALVE	
FIRE HYDRANT	
EX. 8" W	EXIST. WATER LINE
SIDEWALK	
DRAINAGE FLOW ARROW	
STREET LIGHT	
5	LOT NUMBER
MODEL PHASE	
M	MODEL HOME
P	PARKING FOR MODEL HOME
FLOOD ZONE 'AE'	
FLOOD ZONE 'A'	

TRACT TABLE			
TRACT NAME	AREA (SF)	AREA (AC)	USE
TRACT A	130724.39	3.00	ACTIVE: PARK, PUBLIC TRAIL PASSIVE: DRAINAGE CORRIDOR, RETENTION LANDSCAPING
TRACT B	2200.00	0.05	PASSIVE: STREETSCAPE LANDSCAPING
TRACT C	20767.80	0.48	ACTIVE: PUBLIC TRAIL PASSIVE: RETENTION LANDSCAPING
TRACT D	3375.00	0.08	PASSIVE: STREETSCAPE LANDSCAPING
TRACT E	6250.00	0.14	PASSIVE: UTILITY CORRIDOR
TRACT F	30190.79	0.69	PASSIVE: RETENTION LANDSCAPING
TRACT G	14224.31	0.33	PASSIVE: DRAINAGE CORRIDOR
TOTAL	207732.29	4.77	

THE LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES BEFORE COMMENCING EXCAVATION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CHAPTER 674, SECTION 11 (EFFECTIVE JULY 20, 2012) REQUIRES THAT THE OWNER OF A DWELLING UNIT OR STRUCTURE IS RESPONSIBLE FOR MAINTAINING IN GOOD REPAIR AND FUNCTIONING CONDITION THE PORTION OF THE SEWER LINE THAT CONNECTS THE STRUCTURE'S PLUMBING TO THE MAIN SEWER LINE OWNED BY THE CITY OF SURPRISE. THIS INCLUDES ANY PORTION OF THE SEWER LINE LOCATED IN THE STREET RIGHT-OF-WAY.

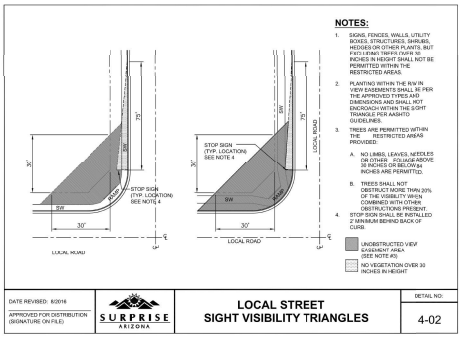
ATWELL
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
480.218.8831

COVER SHEET
PRELIMINARY PLAT
PROJECT: WINDSTONE RANCH NORTH
CITY OF SURPRISE, ARIZONA

811 Know what's below. Call before you dig.

REVISIONS:
04/02/2022 - REVISED PLANS PER 1ST REVIEW COMMENTS
04/08/2022 - REVISED PLANS PER 2ND REVIEW COMMENTS

BASIS MICHAEL J. PARK
PM: M. PARK
DR: S. STAMAN
JOB NO. 21000561
FILE NO. 21000561-01-CS01
CS01
SHEET NO. 1 OF 3
FS21-955



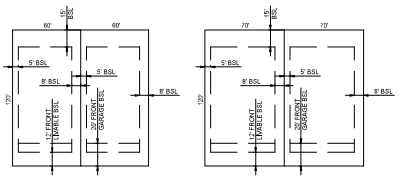
NOTE: REFER TO EDS STANDARD DETAIL 4-01 FOR SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS.

LINE TYPES

- LOT LINE
- EXISTING PARCEL LINE
- PUE
- RIGHT OF WAY
- ROAD CENTERLINE
- SECTION LINE
- BSL
- SIGHT VISIBILITY LINE
- PARCEL BOUNDARY
- EXISTING FEMA FLOODPLAIN
- EXISTING FEMA FLOODWAY

GENERAL NOTES:

1. LATERAL SEWERS SERVING LESS THAN THIRTY (30) HOUSES WILL HAVE A MINIMUM SLOPE OF 0.76 PERCENT. WHERE LATERAL SEWERS SERVE LESS THAN TEN (10) HOUSES, THE MINIMUM SLOPE WILL BE NOT LESS THAN ONE (1) PERCENT.

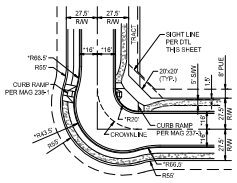


TYP. 60' MINIMUM WIDE LOT AND SETBACKS DETAIL (LOTS 1-4 & 12-51)
SCALE: N.T.S.

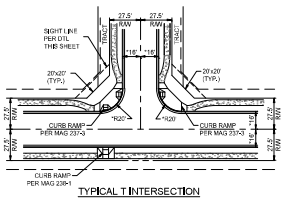
TYP. 70' MINIMUM WIDE LOT AND SETBACKS DETAIL (LOTS 5-11)
SCALE: N.T.S.

ABBREVIATIONS

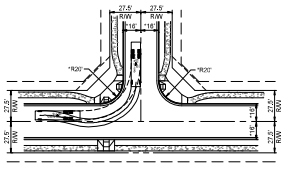
B/C	BACK OF CURB
B/L	BIKE LANE
BCH/H	BRASS CAP HAND HOLE
BSL	BUILDING SETBACK LINE
CL	CENTERLINE
CR	CURB RETURN
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EX	EXISTING
F/C	FACE OF CURB
PL	PROPERTY LINE
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
S/W	SIDEWALK



TYPICAL KNUCKLE



TYPICAL T INTERSECTION



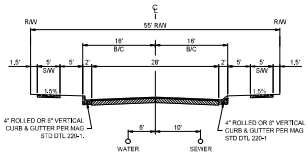
TYPICAL T INTERSECTION
AASHTO SU-40

*NOTE: DIMENSION AT THE BACK OF CURB. REFER TO EDS CURRENT STANDARD DETAIL 3-15 FOR CORNER RADII DEDICATIONS.

ZONING RELATED DEVELOPMENT STANDARDS

WINDSTONE RANCH NORTH - LOTS 1-51		
	WINDSTONE RANCH NORTH R- APPROVED DEVELOPMENT STANDARDS (3)	
GENERAL PLAN COMPATIBILITY	SUBURBAN	
LOT AREA (SF)	4,950 - 7,999	
MIN. LOT WIDTH	45'	
MIN. FRONT SETBACK	12'	(1)
MAX. FRONT SETBACK	25'	
MIN. REAR SETBACK	15'	(1)
MIN. SIDE SETBACK	5' & 8'	(1)
MIN. STREET SIDE SETBACK	15'	(1)
MAX. BUILDING HEIGHT	35'	
OPEN SPACE (% OF GROSS AREA OF RESIDENTIAL DEVELOPMENT)	20%	(3)

(1) GARAGE FACE AND EMBELLISHMENTS SHALL BE SETBACK A MINIMUM OF TWENTY FEET (20') MEASURED FROM ANY OPPOSING PROPERTY LINE, EXCEPT REAR ALLEY LOADED GARAGES, WHICH SHALL BE SETBACK SIX FEET (6') FROM THE EDGE OF ALLEY LINE.
(2) THE CITY REQUIRES OPEN SPACE ON THE DEVELOPMENT/SUBDIVISION BASIS RATHER THAN ON A LOT-BY-LOT BASIS. SUBDIVISIONS WITH MORE THAN ONE LOT CATEGORY WILL PROVIDE THE HIGHER PERCENTAGE OF OPEN SPACE.
(3) RESIDENTIAL PROJECTS SHALL CONTAIN NO MORE THAN FIFTY PERCENT (50%) OF LOTS LESS THAN FORTY-EIGHT FEET (48') WIDE AS CALCULATED ACROSS WHOLE SUBDIVISIONS OR PRELIMINARY PLAT AND WILL INCLUDE MITIGATING DESIGNS OUTLINED IN CHAPTER 108 OF THIS ORDINANCE.



LOCAL STREET
LOOKING NORTH OR EAST
N.T.S.

ATWELL
602.685.4500 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8631

DETAIL SHEET
PRELIMINARY PLAT
PROJECT: WINDSTONE RANCH NORTH
CITY OF SURPRISE, ARIZONA

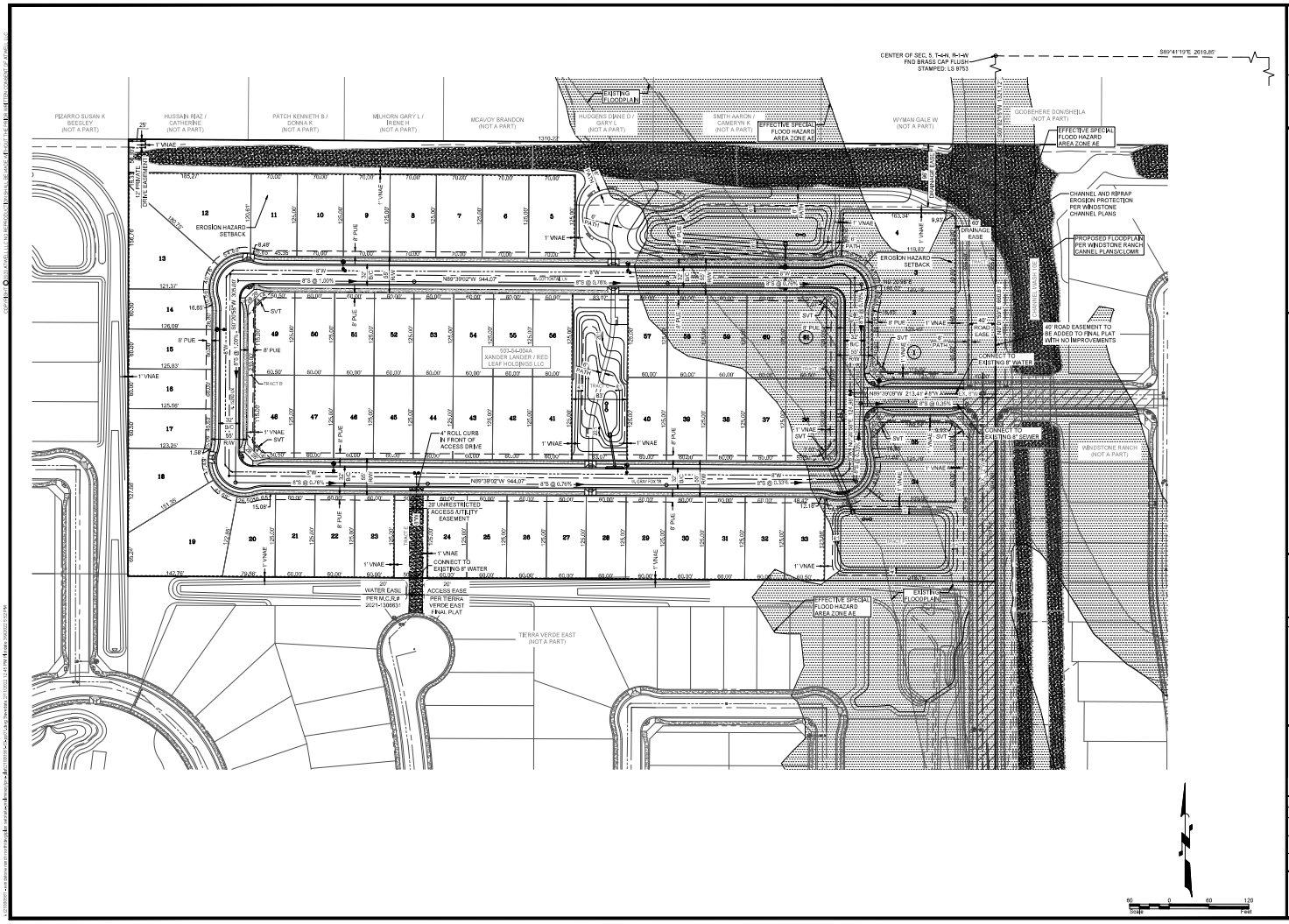
811 Know what's below. Call before you dig.

REVISIONS:
- 04/07/2022 - REVISED PLANS PER 1ST REVIEW COMMENTS
- 09/09/2022 - REVISED PLANS PER 2ND REVIEW COMMENTS

EXPIRES 6/30/2023
64583
MICHAEL J. PARK
ARIZONA

APM
DR. S. STAMAN
JOB NO. 21000561
FILE NO. 21000561-02-DT01
DT01
SHEET NO. 2 OF 3

FS21-955



THE LOCATION AND DEPTH OF UTILITIES REPRESENTED HEREON ARE APPROXIMATE ONLY AND ARE NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL INDEPENDENTLY LOCATE ALL UTILITIES BEFORE COMMENCING WORK, AND ASSUMES SOLE RESPONSIBILITY FOR ANY DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
TO NOTIFY ALL UTILITY OPERATORS THAT YOU INTEND TO EXCAVATE AT THE JOB SITE, CALL BLUE STAKE, INC. AT 811 OR 1-800-782-5348 AT LEAST TWO FULL WORKING DAYS BUT NOT MORE THAN FIFTEEN WORKING DAYS BEFORE YOU BEGIN EXCAVATION. PERSONS WHO EXCAVATE WITHOUT NOTIFYING BLUE STAKE, INC. ARE SUBJECT TO PENALTIES AS PRESCRIBED BY LAW. IT IS THE RESPONSIBILITY OF THE OWNER, OR PERSON EXCAVATING THE WORK, TO ASK WHETHER STRUCTURES OR NOT STAKED REMAIN.

ATWELL
480.994.0994 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8531

PRELIMINARY PLAT

PRELIMINARY PLAT
PROJECT:
WINDSTONE RANCH NORTH
CITY OF SURPRISE, ARIZONA

811 Know what's below. Call before you dig.

REVISIONS:
04/07/2022 - REVISED PLANS PER 1ST REVIEW COMMENTS
04/08/2022 - REVISED PLANS PER 2ND REVIEW COMMENTS

REGISTERED PROFESSIONAL ENGINEER
BASIT MOHAMMED J. PARK
CERTIFICATE NO. 57
12-31-2022

PM. M. PARK
DR. S. STAMAN
JOB NO. 21000561
FILE NO. 2100561-03-PP01
PP01
SHEET NO. 3 OF 3

FS21-955

RVi

WINDSTONE RANCH NORTH • **MASTERPLAN**

SURPRISE, ARIZONA
03/07/2022
21000482
KAX GROUP

EXPIRES 12/31/22

SCALE: 1" = 40'-0"

For illustrative purposes only. Subject to change without notice.

SHEET 02 OF 10

Christina Sexton

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Wednesday, December 1, 2021 1:40 PM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS21-955 Windstone Ranch North Preliminary Plat - New Digital Submittal 12.01.21

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Nichole,

Thank you for allowing Luke AFB to make comments on the Windstone Ranch North Preliminary Plat Application. This preliminary site plan application is to develop 61 lots on approx.. 20 acres. The site is located approximately 4.8 miles outside the Luke AFB 1988 JLUS 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.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. 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 the tenant about Luke AFB operations.

Respectfully,

Mark James
Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Wednesday, December 1, 2021 12:18 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Greg Welch <greg.welch@surpriseaz.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay ONeil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Subject: [Non-DoD Source] FS21-955 Windstone Ranch North Preliminary Plat - New Digital Submittal 12.01.21

Good afternoon,

Attached please find the **application**, **narrative**, and **preliminary plat** for the above referenced project.

SURPRISE
ARIZONA

FS21-955
Windstone Ranch North Preliminary Plat

City Council

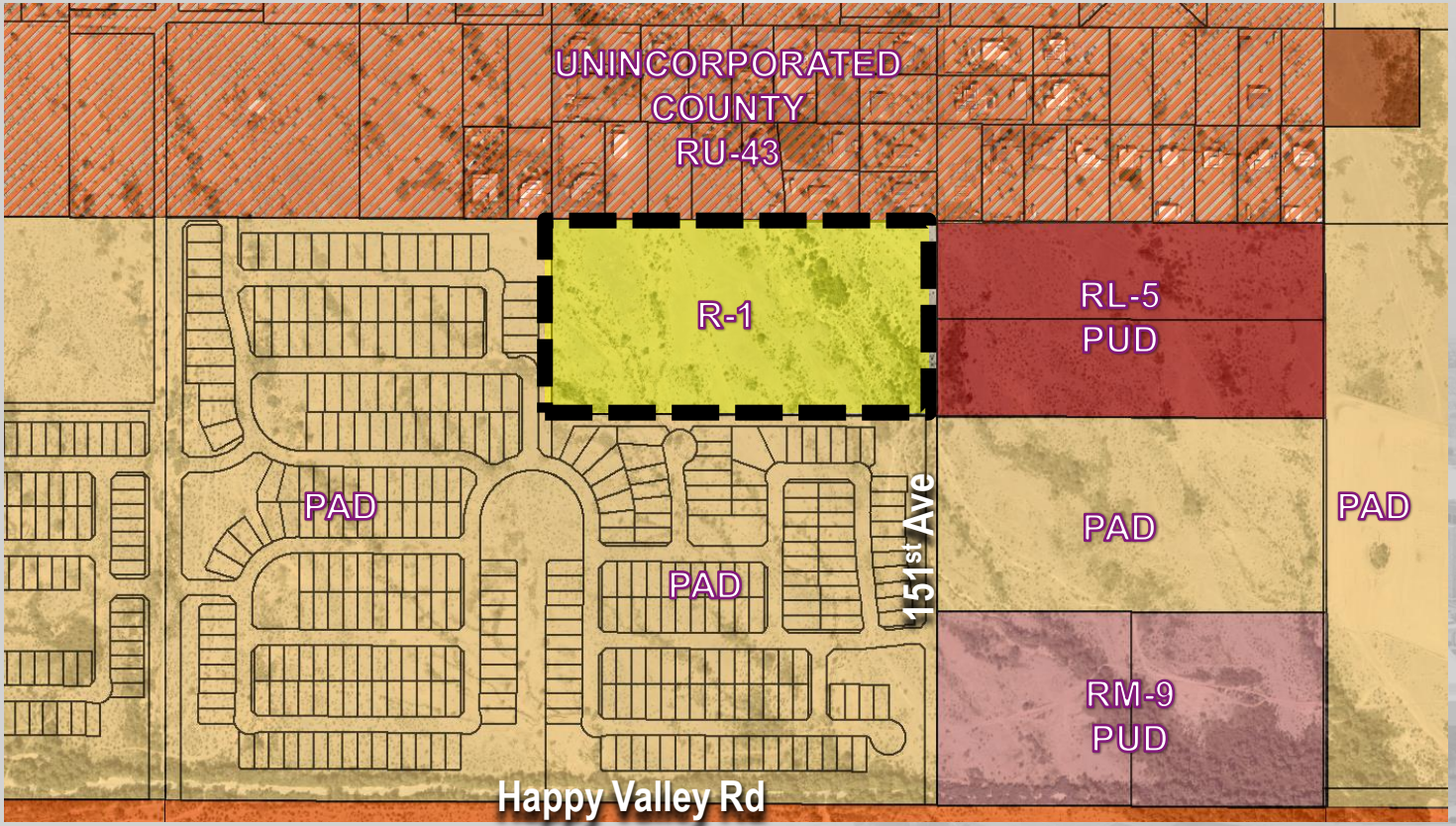
June 21, 2022

VICINITY MAP

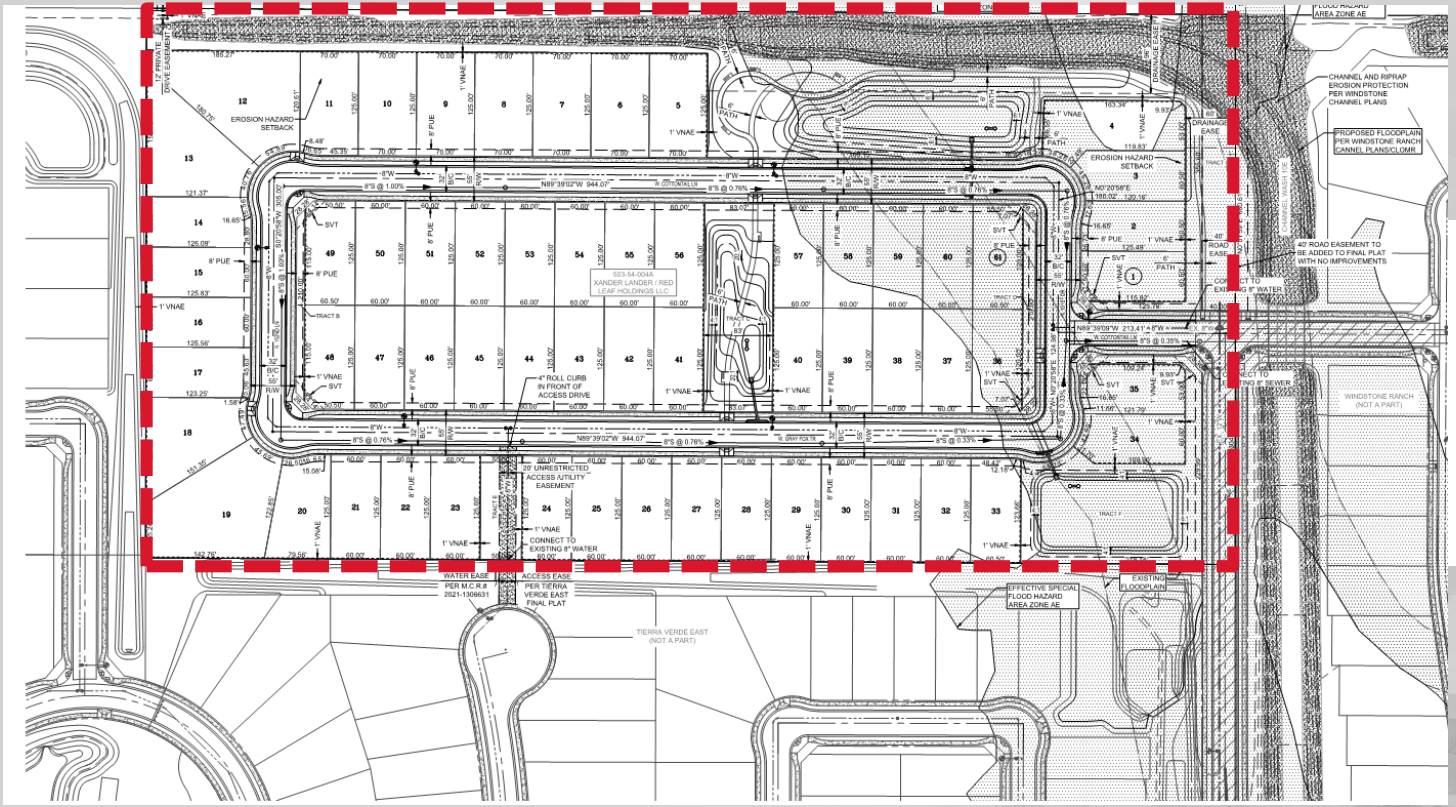
FS21-955
Windstone Ranch North PP

ZONING MAP

FS21-955
Windstone Ranch North PP



Preliminary Plat



Gross Area: 19.87 Acres

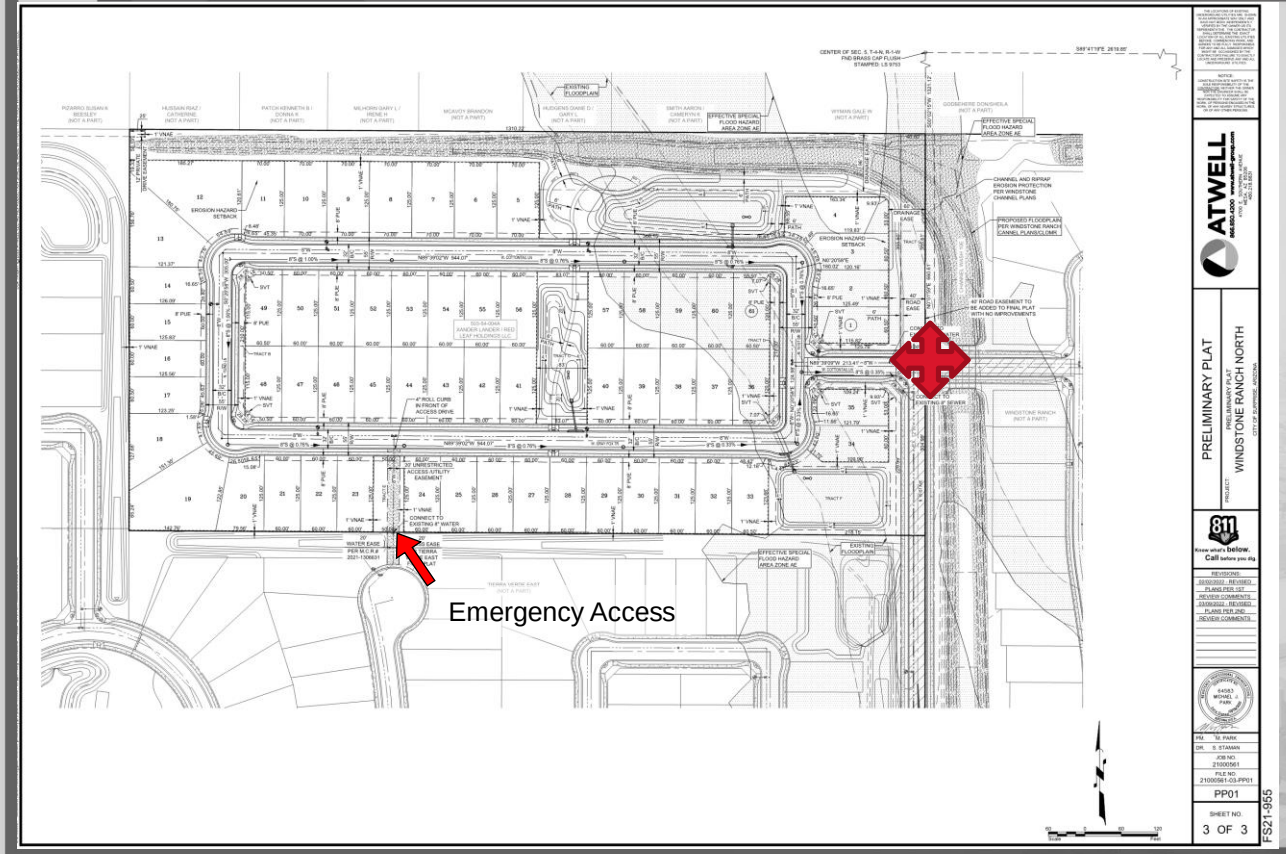
61 Lots

Maximum Density: 7.8 DU/Acre

Project Density: 3.07 DU/Acre

Provided Open Space: 24% (4.77 Acres)

Preliminary Plat



Min. Lot Area (SF): 4,950 – 7,999

Min. Lot Width: 45’

<u>Typical Setbacks:</u>

Min. Front: 12’

Max. Front: 25’

Side: 5’/8’

Street Side: 15’

Rear: 15’

Landscape & Amenities

Total Open Space:
4.77 acres

Active Open Space:
3.48 Acres

Passive Open Space:
1.29 Acres

<u>Amenity Site:</u>

Tot Lot Area

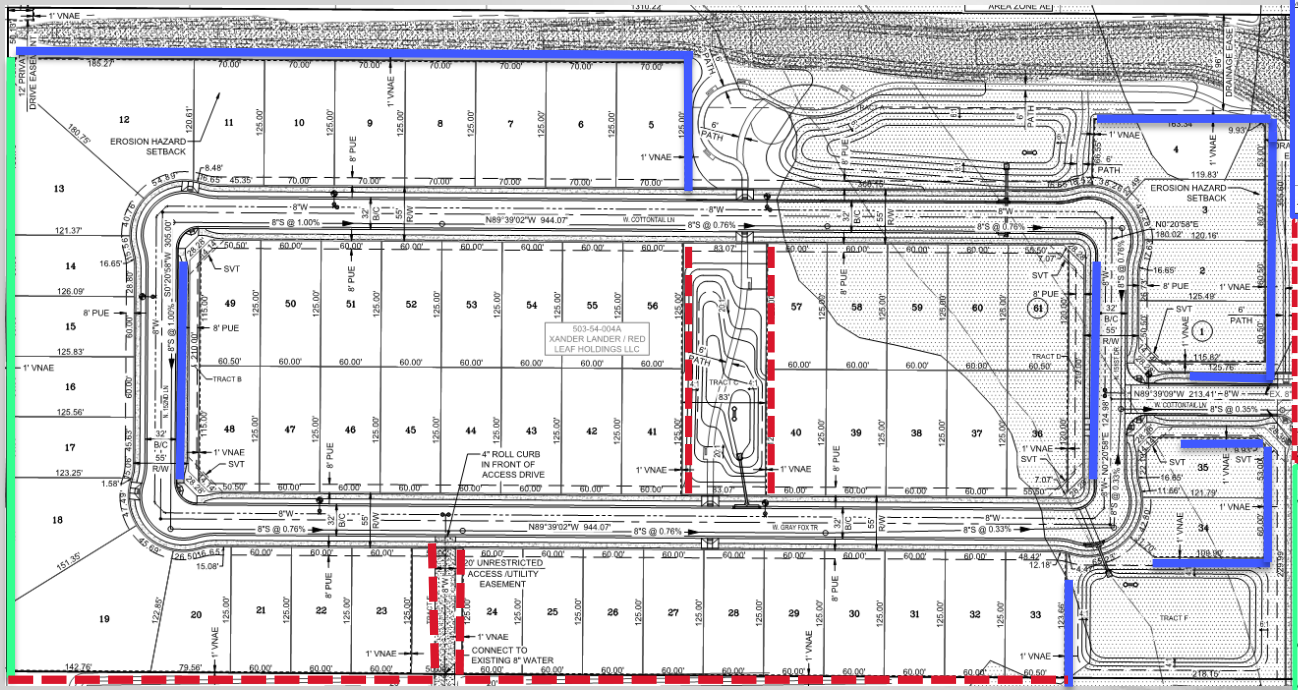
Ramada

Seating Area

Active

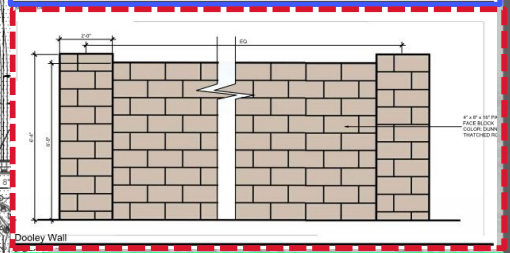
Passive

Walls

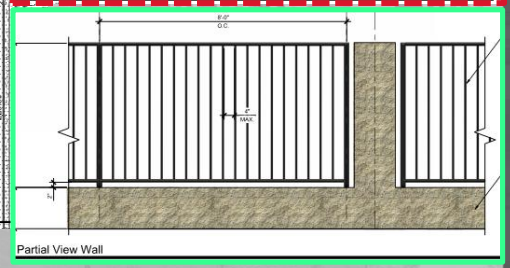


EROSION HAZARD SETBACK
503-54-004A
XANDER LANDER / RED LEAF HOLDINGS LLC
4" ROLL CURB IN FRONT OF ACCESS DRIVE
20' UNRESTRICTED ACCESS /UTILITY EASEMENT
CONNECT TO EXISTING 8" WATER
N89°39'02"W 944.07'
N89°39'09"W 213.41'
W. COTTONTAIL LN
W. GRAY FOX TR
TRACT B
TRACT C
TRACT D
TRACT F

Theme Wall



Dooley Wall



Partial View Wall

RECOMMENDATION

The Commission recommends the Mayor and City Council approve subject to stipulations ‘a’ – ‘h’.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

Stipulations

a. Development and use of the site shall be consistent with the Preliminary Plat entitled “Windstone Ranch North”, prepared by Atwell, and received 03/14/22.

b. Landscaping of the site shall be consistent with the Landscape Plan entitled “Windstone Ranch North”, prepared by RVi, and received 03/11/2022.

c. Prior to the City approving a final plat, site plan, or building permit within the property, applicant shall provide the City with a Notice of Payment from William Lyon Homes, Inc. (WLH) for the Happy Valley Road West (HVW) Buy-in Fee and the Water Buy-in Fee, all as described in the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement).

Stipulations

d. Prior to the City approving a final plat, site plan, or building permit within the property, applicant shall provide the City with a Notice of Payment from Paloma Creek Water Coordinator, LLC of the Buy-in Fee, as described in the Spa 2 East Water, Water Recharge, and Wastewater Agreement (Regional Improvements Overlay Agreement).

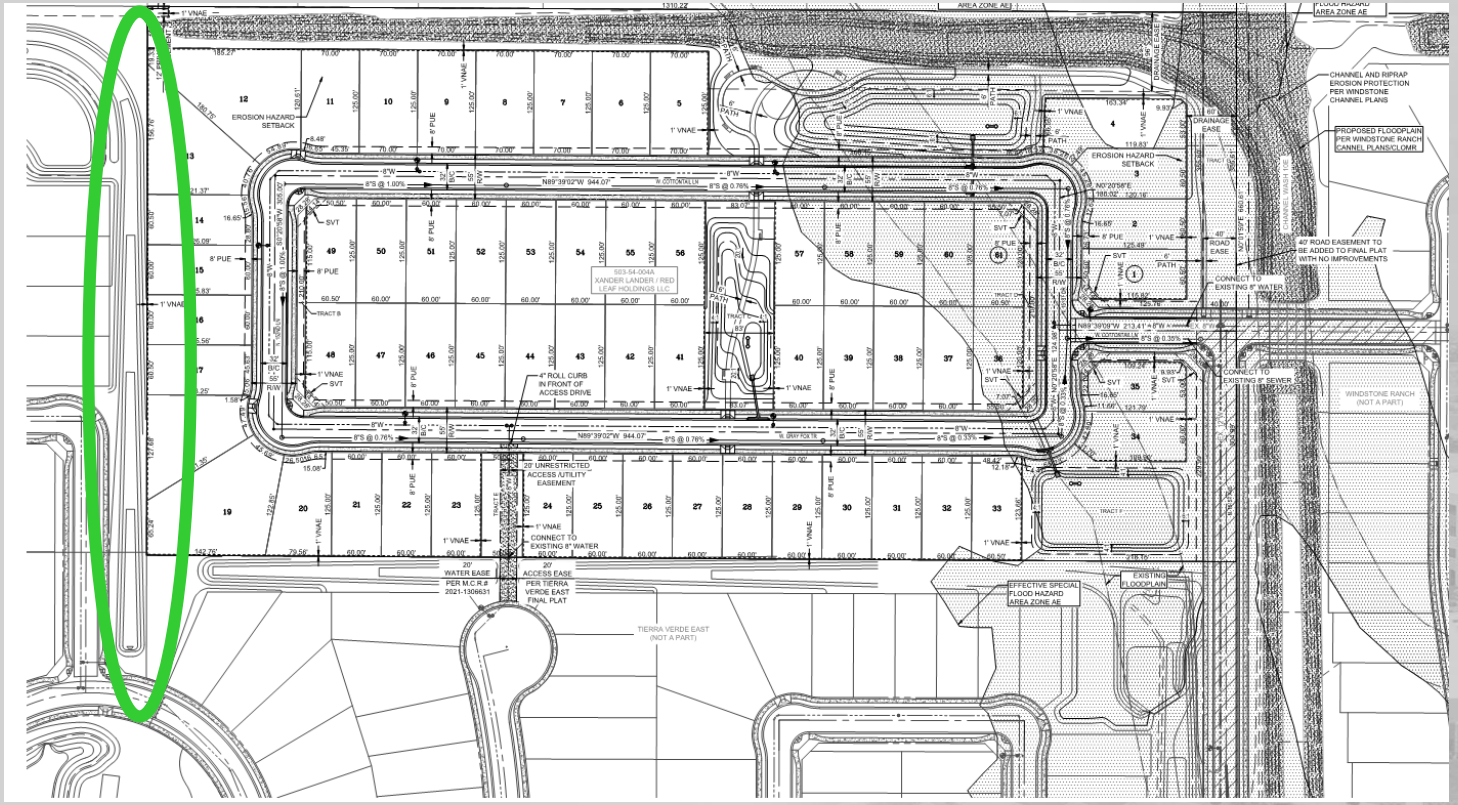
e. Wastewater generated from this development will be treated at the SPA 2 Water Reclamation Facility that has a treatment capacity of 2 MGD. The current Phase I wastewater capacity has been fully allocated in the form of EDUs of wastewater capacity totaling 9,524 per the SPA 2 Water Reclamation Facility Capacity Allocation Agreement recorded as instrument NO. 201503548465, Records of Maricopa County, Arizona dated 5/20/2015.

f. Submit proof of payment for SPA 2 sewer treatment capacity with the Final Plat.

Stipulations

g. This property is subject to the SPA 2 Interceptor Agreement (Rec. No. 20090350621). Submit proof of payment to the City with the Final Plat.

h. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.


EROSION HAZARD SETBACK
CHANNEL AND RIPRAP EROSION PROTECTION PER WINDSTONE CHANNEL PLANS
PROPOSED FLOODPLAIN PER WINDSTONE RANCH CANNEL PLANS/CLOMR
40' ROAD EASEMENT TO BE ADDED TO FINAL PLAT WITH NO IMPROVEMENTS
CONNECT TO EXISTING 8" WATER
CONNECT TO EXISTING 8" SEWER
4" ROLL CURB IN FRONT OF ACCESS DRIVE
20' UNRESTRICTED ACCESS /UTILITY EASEMENT
CONNECT TO EXISTING 8" WATER
20' WATER EASE PER M.C.R.# 2021-1306631
20' ACCESS EASE PER TIERRA VERDE EAST FINAL PLAT
EFFECTIVE SPECIAL FLOOD HAZARD AREA ZONE AE
EXISTING FLOODPLAIN
WINDSTONE RANCH (NOT A PART)
TIERRA VERDE EAST (NOT A PART)
XANDER LANDER / RED LEAF HOLDINGS LLC

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Infrastructure Improvement Repayment Agreement between the City of Surprise and C. J. SHELL, LLC.; Resolution #2022-51.

Motion:
I move to approve Resolution #2022-51.

Background:
C. J. SHELL, LLC will be responsible for designing and constructing some improvements required by the City which are necessary to facilitate the development of the Carioca Marley Park Promenade project and surrounding property. These improvements include, but are not limited to, a median and deceleration lane for N. Reems Road, just north of W. Cactus Road, and a median and deceleration lane for W Cactus Road, just east of N. Reems Road. Therefore, C. J. SHELL, LLC is seeking the City's assistance in obtaining repayments from those benefited property owners. The City will be responsible for notifying C. J. SHELL, LLC each time an application is received by the City within the Benefited Area for zoning, platting, site planning, or a building permit, as applicable. The City will also be required to include as a condition of approval for any application within the Benefited Area a stipulation that requires the applicant to show evidence of payment of all applicable Improvement Buy-in Fees and also require a Notice of Payment prior to approving such Benefited Owner's final plat, site plan, or building permit.

Objective Analysis:
Potential Positive Impacts Include: Growth is paying for itself; the City is not fully administrating the fees; infrastructure is being built in an area of the City needing public infrastructure.

Potential Negative Impacts: The City will be required to operate and maintain more infrastructure.

Policy Compliant:
The action is compliant with Council policy relative to growth paying for itself.

Financial Impact:

Per the agreement, C. J. SHELL, LLC will be responsible for the design, construction, and installation of the various public improvements as listed in Section 1 of the agreement. The City will be responsible for the operating and maintenance costs of the public infrastructure upon acceptance. The acceptance of infrastructure increases the City's asset base and adds to future maintenance commitments.

Budget Impact:

None at this time, however, the anticipated incremental additional maintenance expense associated with the public infrastructure will be incorporated in future budgets.

FTE Impact:

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

ATTACHMENTS:

1. FS22-0181 Resolution 2022-51-C. J. SHELL, LLC Repayment Agreement
2. FS22-0181 C J SHELL LLC Repayment Agreement - 4.26.2022
3. FS22-0181 C J SHELL LLC Repayment Agreement Presentation

RESOLUTION # 2022-51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT WITH C.J. SHELL, LLC FOR PROPERTY LOCATED WITHIN MARLEY PARK AT THE NORTHEAST CORNER OF REEMS ROAD AND CACTUS ROAD

WHEREAS, the City of Surprise Municipal Code, Chapter 42, Article 1, allows the City to approve repayment agreements for the construction of public infrastructure improvements, whereby a developer who constructs public improvements may seek reimbursement from the owners of other adjacent or nearby properties that would benefit from the improvements;

WHEREAS, C. J. SHELL, LLC, an Arizona limited liability company, will be constructing various public improvements to serve a project to be developed on its property in Marley Park located at the northeast corner of Reems Road and Cactus Road ("**Property**");

WHEREAS, C. J. SHELL, LLC seeks reimbursement by a repayment agreement with the City of certain costs for constructing public improvements that will benefit the Property and also other properties in the area from the owners of those other properties that will benefit from the public improvements;

WHEREAS, C.J. SHELL, LLC has requested, and the City has agreed, to enter into the Infrastructure Improvement Repayment Agreement ("**Repayment Agreement**") attached hereto as ***Exhibit "A"***;

WHEREAS, pursuant to the Repayment Agreement, the City will be required to notify C. J. SHELL, LLC each time an application is received by the City for development of property within the Benefited Area as defined in the Repayment Agreement; and

WHEREAS, pursuant to the Repayment Agreement, the City will not approve a final plat, site plan, building permit, or Certificate of Occupancy for a property within the Benefited Area until the property owner has submitted a Notice of Payment evidencing payment to C.J. SHELL, LLC.

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

Section 1. That the City of Surprise approves the Infrastructure Improvement Repayment Agreement attached hereto as ***Exhibit "A"***.

Section 2. That the Mayor, or his designee, is authorized to execute the Infrastructure Improvement Agreement and all other documents necessary to implement the Repayment Agreement on behalf of the City.

APPROVED AND ADOPTED this _____day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT "A"

INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470

With a copy to:
Tiffany & Bosco, P.A.
2525 E. Camelback Road, Floor 7
Phoenix, AZ 85016

INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT

THIS INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT is entered into by and between the **CITY OF SURPRISE, an Arizona municipal corporation (the "City")** and **C. J. SHELL, LLC, an Arizona limited liability company ("C. J. Shell LLC"),** as of the date the last party signs and dates this Infrastructure Improvement Repayment Agreement ("Agreement").

RECITALS:

A. The City and C. J. Shell LLC desire to enter into this Agreement to address, among other things, the design and construction of various public improvements required by the City and necessary to facilitate the development of the Carioca Marley Park Promenade project and surrounding property, as well as the reimbursement mechanisms for these public improvements.

B. Because C. J. Shell LLC will be the party responsible for designing, constructing and installing the Public Improvements (as defined below), only the City and C. J. Shell LLC are parties to this Agreement.

C. A depiction of the entire area benefited by some or all of the Public Improvements is attached hereto as **Exhibit A.**

D. The City and C. J. Shell LLC desire to enter into this Agreement for the purpose of outlining and setting forth certain obligations and commitments relative to the Public Improvements (as defined below), intending this document to be a "Development Agreement" within the meaning of ARS § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the City and C. J. Shell LLC state, confirm and agree as follows:

1. Public Improvements. C. J. Shell LLC shall be responsible for designing, constructing and installing the following public improvements.

a. Median and Decel Lane on N. Reems Road: A median and deceleration lane in N. Reems Road, just north of W. Cactus Road, as depicted on **Exhibit B-1** attached hereto. **("Reems Road Improvement")**

b. Median and Decel Lane on W. Cactus Road: A median and deceleration lane in W. Cactus Road, just east of N. Reems Road, as depicted on **Exhibit C-1** attached hereto. **("Cactus Road Improvement")**

2. Design and Construction Costs. The term "Design and Construction Costs" shall mean the costs of labor, materials and supplies, architectural, engineering, surveying, design and consultant fees and costs, blue printing services, construction, inspections, quality assurance, drilling, construction staking, demolition, soil amendments or compaction, legal and engineering services required to obtain permits, costs of insurance and bonds, warranty costs, any corrections, changes or additions to work required by the City of Surprise or necessitated by site conditions, state, county and City of Surprise sales taxes imposed in connection with the construction, City of Surprise permit, plan review and inspection fees.

3. Reems Road Improvement.

3.1 Budget. The estimated budget for the Reems Road Improvement is attached hereto as **Exhibit B-2 ("Reems Road Improvement Budget")**. The Reems Road Improvement Budget has been reviewed and approved by the City and includes a more comprehensive description of the Reems Road Improvement. The Reems Road Improvement Budget may be amended from time to time by C. J. Shell LLC, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Agreement.

3.2 Benefited Area. The benefitted area for the Reems Road Improvement is attached hereto as **Exhibit B-1 ("Reems Road Improvement Buy-In Area")**. Any person developing property in the Reems Road Improvement Buy-In Area during the term of this Agreement shall be required by the City to utilize the Reems Road Improvement.

3.3 Buy-In Fee. Any person utilizing the Reems Road Improvement shall be required to pay a buy-in fee **("Reems Road Improvement Buy-In Fee")**. The Reems Road Improvement Buy-In Fee shall be calculated using the spreadsheet attached hereto as **Exhibit B-3**. The initial Reems Road Improvement Buy-In Fee is based upon the Reems Road Improvement Budget, but is subject to change upon completion and acceptance of the median and deceleration lane and the determination of the actual Design and Construction Costs for the Reems Road Improvement, provided this improvement is completed during the Term of this Agreement. If the Reems Road Improvement is not completed during the Term, the Reems Road Improvement Buy-In Fee will only be based on the original estimated Reems Road Improvement Budget. If no portion of the construction of the Reems Road Improvement has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Reems Road Improvement Buy-in Area.

4. Cactus Road Improvement.

4.1 Budget. The estimated budget for the Cactus Road Improvement is attached hereto as **Exhibit C-2 ("Cactus Road Improvement Budget")**. The Cactus Road Improvement Budget has been reviewed and approved by the City and includes a more comprehensive description of the Cactus Road Improvement. The Cactus Road Improvement Budget may be amended from time to time by C. J. Shell LLC, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Agreement.

4.2 Benefited Area. The benefitted area for the Cactus Road Improvement is attached hereto as **Exhibit C-1 ("Cactus Road Improvement Buy-In Area")**. Any person developing property in the Cactus Road Improvement Buy-In Area during the term of this Agreement shall be required by the City to utilize the Cactus Road Improvement.

4.3 Buy-In Fee. Any person utilizing the Cactus Road Improvement shall be required to pay a buy-in fee **("Cactus Road Improvement Buy-In Fee")**. The Cactus Road Improvement Buy-In Fee shall be calculated using the spreadsheet attached hereto as **Exhibit C-3**. The initial Cactus Road Improvement Buy-In Fee is based upon the Cactus Road Improvement Budget, but is subject to change upon completion and acceptance of the median and deceleration lane and the determination of the actual Design and Construction Costs for the Cactus Road Improvement, provided this improvement is completed during the Term of this Agreement. If the Cactus Road Improvement is not completed during the Term, the Cactus Road Improvement Buy-In Fee will only be based on the original estimated Cactus Road Improvement Budget. If no portion of the construction of the Cactus Road Improvement has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Cactus Road Improvement Buy-in Area.

5. City Duties and Obligations. The City shall be responsible for the following duties and obligations, to the extent permitted by law:

a. Notifying C. J. Shell LLC each time an application is received by the City, during the Term of this Agreement, from a property owner within the Benefited Area for zoning, platting, site planning, a building permit and/or Certificate of Occupancy. The notification shall include the name, address, phone number and email address of the applicant, as well as a general description of the project, including but not limited to its location and size.

b. Including as a condition of approval for the earliest applicable of any zoning application, building permit or Certificate of Occupancy received during the Term of this Agreement for property within the Benefited Area, a stipulation that requires the applicant to show evidence of payment to C. J. Shell LLC of all applicable Public Improvements Buy-in Fees. Prior to the City approving the earliest applicable of a final plat, site plan, building permit or Certificate of Occupancy for a property, applicant shall provide the City with a Notice of Payment from C. J. Shell LLC that all Public Improvement Buy-In Fees have been paid to C. J. Shell LLC.

c. During the Term of this Agreement. requiring a Notice of Payment (a sample of which is attached hereto as **Exhibit D**) of all applicable Public Improvements Buy-In Fees by any person developing property in the Benefited Area **("Benefited Owner")** prior to approving such Benefited Owner's zoning application, final plat, site plan, building permit or Certificate of Occupancy.

d. During the Term of this Agreement, reviewing and approving the Design and Construction Costs for each Public Improvement. The City shall have sixty (60) days to review and approve the Design and Construction Costs for each Public Improvement. Failure by the City to approve or provide C. J. Shell LLC with any written feedback on the Design and Construction Costs for a Public

Improvement within the sixty (60) day period shall be deemed the City's approval of such Design and Construction Costs. If the City has an issue or concern with the Design and Construction Costs, the City shall immediately notify C. J. Shell LLC, and the City and C. J. Shell LLC agree to work in good faith to resolve the issue or concern. If the issue or concern cannot in good faith be resolved by the City and C. J. Shell LLC, then the unresolved issue or concern shall be submitted to a qualified engineer for a final determination. Any costs associated with employing a qualified engineer to make a final determination shall be borne equally by the City and C. J. Shell LLC.

6. Public Improvements Buy-in Fees.

6.1 Calculating the Buy-in Fees. C. J. Shell LLC shall calculate the Public Improvements Buy-In Fees using the spreadsheets attached hereto as **Exhibits B-3 and C-3.** These exhibits reflect a static picture of each spreadsheet, and each spreadsheet includes a series of formulas for accurately and equitably calculating each Public Improvement Buy-In Fee. Prior to executing this Agreement, the City has reviewed and approved the methodology and formulas used in each spreadsheet, and has confirmed that each spreadsheet accurately and equitably calculates the Public Improvements Buy-In Fees.

6.1.1 Review of Calculation Methodology. Upon written request from a Benefited Owner, C. J. Shell LLC shall promptly provide such Benefited Owner with an Excel file copy of the requested Public Improvements Buy-In Fees spreadsheets (**Exhibits B-3 and C-3**, as applicable) with appropriate interest.

7. Collecting the Buy-In Fees. C. J. Shell LLC shall provide each Benefited Owner with an invoice showing each of the Public Improvements Buy-In Fees such Benefited Owner is required to pay as a condition of developing property in the Benefited Area during the Term of this Agreement. C. J. Shell LLC shall direct each Benefited Owner to remit payment of its Public Improvements Buy-In Fees directly to C. J. Shell LLC. Upon receipt of a Benefited Owner's Public Improvements Buy-In Fees, C. J. Shell LLC shall provide such Benefited Owner with a Notice of Payment.

7.1 Timing of Collection. During the Term of this Agreement, the Public Improvements Buy-In Fees shall be collected from a Benefited Owner upon the first to occur of the following after recordation of this Agreement: (i) any approval of zoning application, building permit, sewer connection, water connection, final plat or issuance of a Certificate of Occupancy for a Benefited Owner's property, or (ii) at the time such Benefited Owner begins utilizing any of the Public Improvements. C. J. Shell LLC shall collect the Public Improvements Buy-In Fees for all Public Improvements, even Public Improvements that have not yet been completed by C. J. Shell LLC. The Public Improvement Buy-In Fee for a Public Improvement that has not yet been completed by C. J. Shell LLC shall be the initial Public Improvement Buy-In Fee identified in this Agreement, which is based on the estimated budget for such Public Improvement.

7.2 Holding Buy-in Fees. Public Improvements Buy-In Fees collected by C. J. Shell LLC during the Term of this Agreement for Public Improvements that have been completed and accepted by the City may be deposited into C. J. Shell LLC's general account. Public Improvements Buy-in Fees collected by C. J. Shell LLC for Public Improvements not yet completed or accepted by the City shall be held by C. J. Shell LLC in an interest bearing escrow account to be opened by C. J. Shell LLC. Public Improvements Buy-In Fees deposited into an escrow account may

be withdrawn by C. J. Shell LLC with City of Surprise approval once construction has begun on the associated Public Improvement, so long as construction commences during the Term of this Agreement. Public Improvement Buy-In Fees collected during the Term for a Public Improvement, the construction of which has not commenced prior to expiration of the Term, shall be promptly refunded to the person who deposited the funds along with any earned interest.

7.3 Notification to City. During the Term of this Agreement, C. J. Shell LLC shall notify the City and provide the City with a copy of the Notice of Payment each time a Benefited Owner pays its Public Improvements Buy-In Fees to C. J. Shell LLC. The Notice of Payment for the applicable Buy-In Fee shall include a statement of whether or not all Public Improvements Buy-In Fees have been paid. The City shall promptly acknowledge receipt of each Notice of Payment and return a signed copy to C. J. Shell LLC. C. J. Shell LLC shall promptly forward an updated copy of the Notice of Payment with the City's signature to the applicable Benefited Owner.

8. Updating Costs. Upon completion of each Public Improvement during the Term of this Agreement, C. J. Shell LLC shall promptly provide the City with written evidence of the Design and Construction Costs incurred by C. J. Shell LLC to complete each Public Improvement. Following the City's approval of the Design and Construction Costs for a Public Improvement, C. J. Shell LLC shall promptly update the associated Public Improvement Buy-in Fee spreadsheet to reflect the actual Design and Construction Costs.

8.1 Reconciling Buv-in Fees. Following the completion of a Public Improvement during the Term of this Agreement and the approval of its Design and Construction Costs, C. J. Shell LLC shall "true-up" any Public Improvements Buy-In Fees paid prior to the completion of such Public Improvement.

a. Overpayment. In the event a Benefited Owner paid a Public Improvement Buy-in Fee greater than what the Public Improvement Buy-in Fee should have been when based on the actual Design and Construction Costs, then C. J. Shell LLC shall calculate the amount of the overpayment and promptly refund such amount plus any earned interest to the Benefited Owner.

b. Underpayment. In the event a Benefited Owner paid a Public Improvement Buy-in Fee less than what the Public Improvement Buy- in Fee should have been when based on the actual Design and Construction Costs, then C. J. Shell LLC shall calculate the amount of the underpayment and promptly notify both the Benefited Owner and the City of the balance due. The City agrees to treat the balance due just as it would any unpaid Public Improvement Buy-in Fee and to require Notice of Payment by the Benefited Owner prior to approving such Benefited Owner's final plat, site plan, building permit or Certificate of Occupancy. In the event that the Benefited Owner has already completed full buildout of the property, the balance due shall be waived and payment shall not be required.

9. Term. This Agreement shall become effective upon signature by the City and C. J. Shell LLC and recordation, and shall automatically terminate ten (10) years after the first assessment has been paid on behalf of any Benefited Owner, or when the Public Improvement Buy-In Fees have been fully paid, whichever is earlier, as required by Surprise Unified Development Code Section 42-7(C).

10. Public Bidding. C. J. Shell LLC shall not be required to publicly bid or comply with the requirements of ARS, Title 34, in order to be reimbursed for Public Improvements if the reimbursement mechanism is solely through the collection of a Public Improvement Buy-In Fee. However, any Public Improvements that C. J. Shell LLC will be seeking reimbursement through either crediting of on-site impact fees or remittance of off-site impact fees shall be publicly bid in accordance with ARS, Title 34.

11. Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.

12. Notices and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, emailed or sent by first-class United States Mail to:

City:	City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 Attn: Community Development Director Email: Chris.Boyd@surpriseaz.gov Phone: 623.222.3020
With Copy to:	City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 Attn: City Attorney Email: Robert.Wingo@surpriseaz.gov Phone: 623.222.1120
	C J. Shell, LLC c/o The Carioca Company attn.: Marvin L. Rose 2601 W. Dunlap Avenue, Suite 10 Phoenix, AZ 85021 marvin@cariocaco.com
	Tiffany & Bosco, P.A. Attn.: William E. Lally 2525 E. Camelback Road, Floor 7 Phoenix, AZ 85016 wel@tblaw.com

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either party shall become effective upon the earliest of the following: (a) actual receipt by that party; or (b) thirty- six (36) hours after deposit with the United States Postal Service, addressed to the party.

13. Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.

14. Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the parties. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the parties. The results of the mediation shall be nonbinding on the parties, and either party shall be free to initiate litigation subsequent to the moratorium.

15. Choice of Law. Venue and Attorney's Fees. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason. No party shall be entitled to recover any of its attorneys' fees nor other costs from any other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise. The only remedies that may be sought by either party by mediation, arbitration, litigation, or otherwise are specific performance and injunction. No money damages may be sought or awarded against either party.

16. Good Standing and Authority. The parties represent and warrant that each is duly formed and validly existing under applicable law and that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

17. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties, and all of their successors in interest and assigns. This Agreement may be assigned in whole or in part by C. J. Shell LLC. In the event of a complete or partial assignment by C. J. Shell LLC, all or a portion of C. J. Shell LLC's rights and obligations hereunder shall terminate effective upon the assumption by C. J. Shell LLC's assignee of such rights and obligations and service of written notice upon the City of the partial or whole assignment.

18. Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

19. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

20. Further Documentation. The parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

21. Fair Interpretation. The parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

22. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

24. Computation of Time. Any reference to a "day" in this Agreement shall mean a City business day unless otherwise noted. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

25. Conflict of Interest. This Agreement is subject to the terms of ARS § 38-511.

26. No Obligation to Develop. Nothing contained herein shall be deemed to obligate C. J. Shell LLC to complete any part of the development of the C. J. Shell LLC project, and the responsibility to design and construct the Reems Road Median Improvement and Cactus Road

Median Improvement is contingent upon C. J. Shell LLC moving forward with the development of the C. J. Shell LLC project.

27. Partial Release Upon Sale of Public Lots. The parties acknowledge that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants, obligations, or liabilities running with the a Public Lot (hereinafter defined) when such Public Lot is leased (for a period of longer than one (1) year) or sold to the end purchaser or user. Upon the sale of a Public Lot, and without the execution or recordation of any further document or installment, such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement. As used herein, the term "Public Lot" means a lot located within the Benefited Area which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one (1) year) or sold to the end purchaser or user .

28. Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire Agreement between the parties.

Exhibit A:	Benefited Area
Exhibit B-1:	Reems Road Improvement and Buy-In Area
Exhibit B-2:	Reems Road Improvement Budget
Exhibit B-3:	Reems Road Improvement Buy-In Fee
Exhibit C-1:	Cactus Road Improvement and Buy-In Area
Exhibit C-2:	Cactus Road Improvement Budget
Exhibit C-3	Cactus Road Improvement Buy-In Fee
Exhibit D:	Sample Notice of Payment

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) written below.

CITY:
CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

STATE OF ARIZONA
County of Maricopa

On this day of_____2022, before me personally appeared Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above/attach document.

_____
Notary Public

[Affix notary seal here]

IN WITNESS WHEREOF, C. J. Shell LLC has executed this Agreement as of the date first above written.

Owner:

C. J. SHELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

By: Rose Garden III, Limited Partnership
Its: Sole Member

By: Rose Garden II, LLC, an Arizona limited liability company
Its: General Partner

By: Consolidated Wealth Management, Corp., an Arizona corporation
Its: Manager

By: Eric S. Young
Its: Chief Financial Officer

Date: 3/24/22

STATE OF ARIZONA)
) ss.
County of Maricopa)

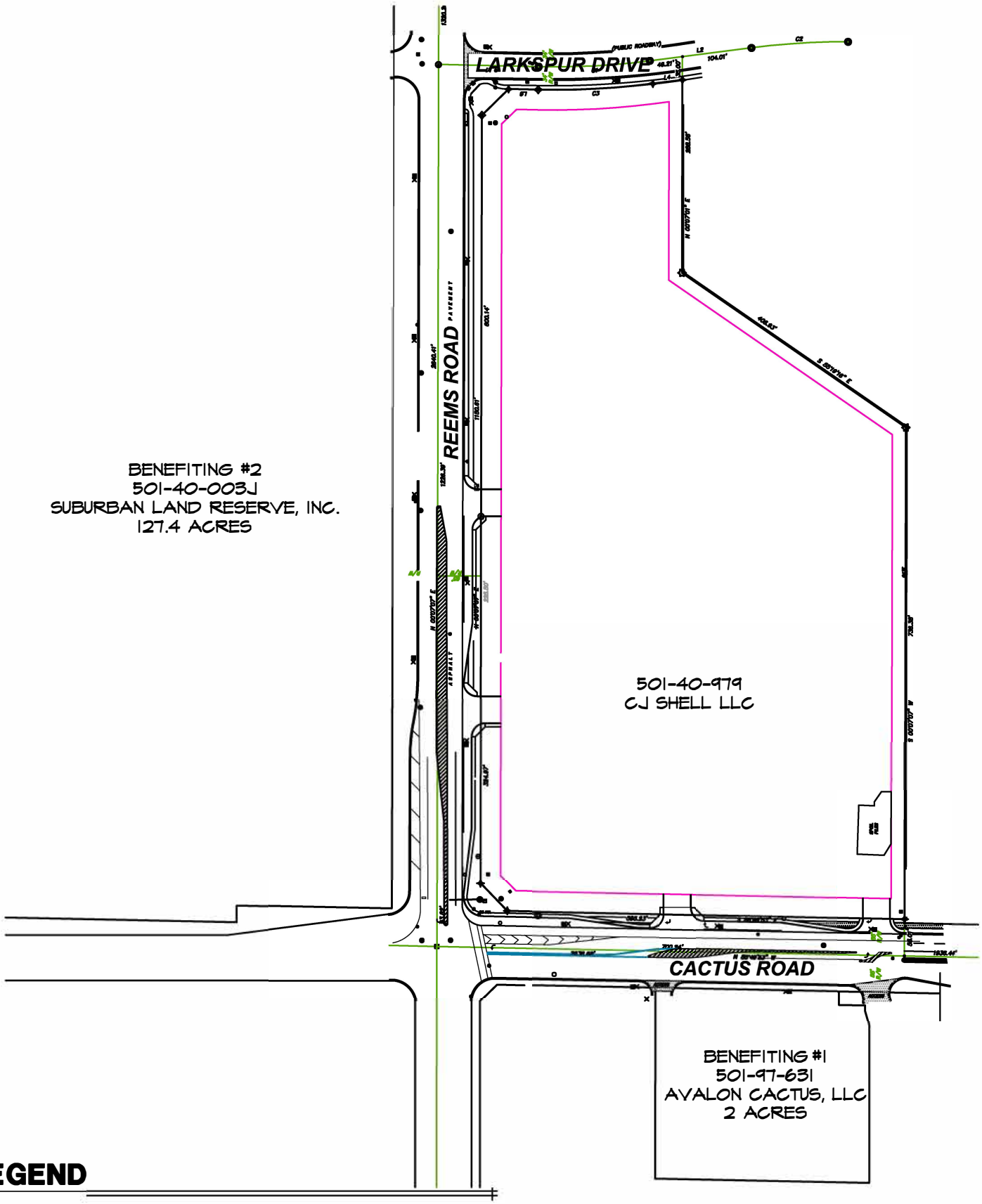
This instrument was acknowledged before me on March 24, 2022, by Eric S. Young, Chief Financial Officer of Consolidated Wealth Management Corporation, an Arizona corporation, as Manager of Rose Garden II, LLC, an Arizona limited liability company, as General Partner of Rose Garden III, Limited Partnership, as Sole Member of C. J. SHELL, an Arizona limited liability company, for and on behalf thereof.

Jacqueline Stevens
Notary Public

My Commission Expires:

OFFICIAL SEAL
JACQUELINE STEVENS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires 06-09-22

EXHIBIT 'A' BENEFITED AREA DEPICTION



LEGEND

DEPICTED AREA OF IMPROVEMENTS

NORTH

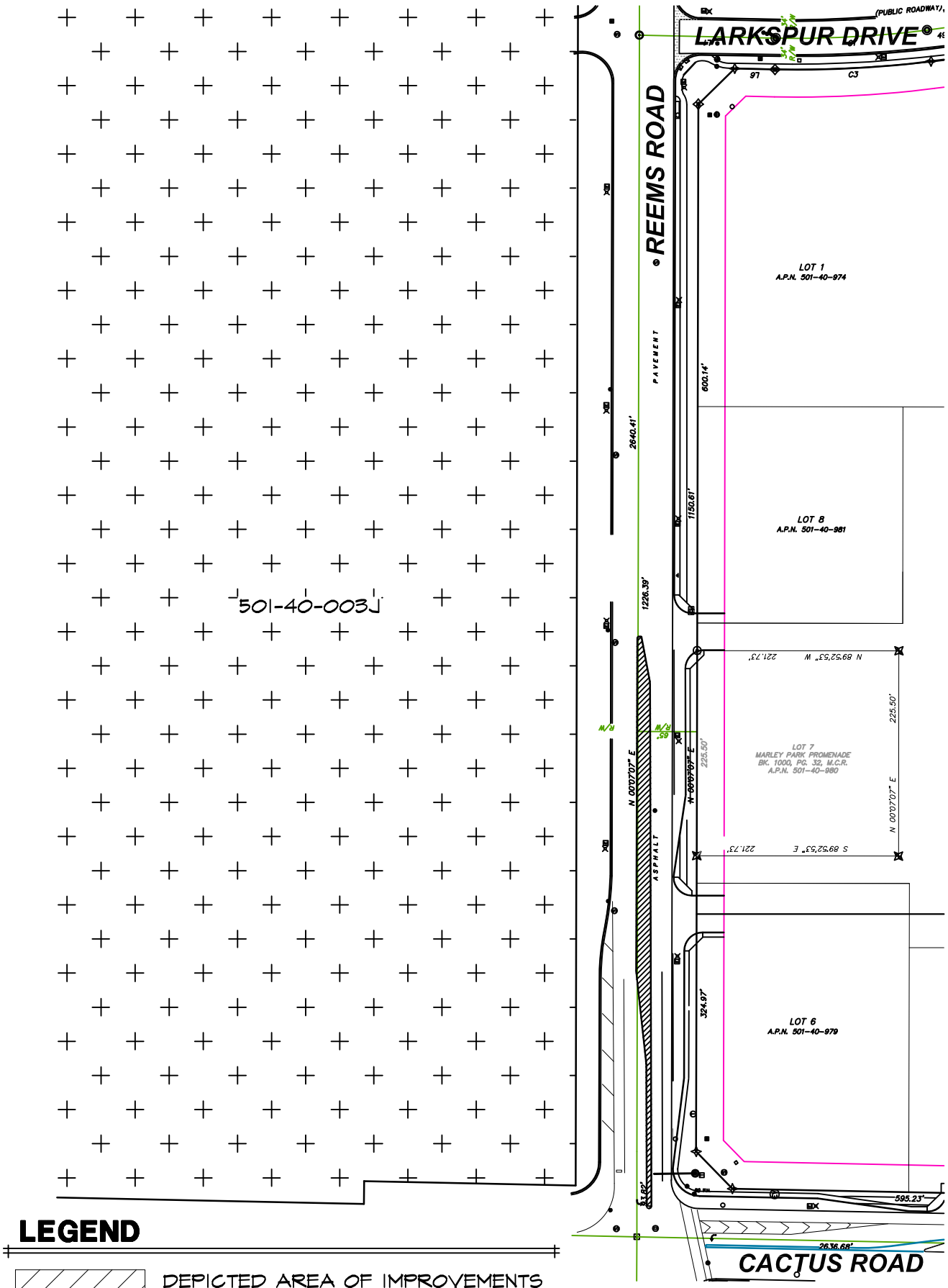
SUBJECT TO FINIAL CIVIL DESIGN APPROVAL BY CITY

- SCHEMATIC
- ALL CALCULATIONS ARE APPROXIMATE

REEMS ROAD AND CACTUS ROAD

DATE: December 17, 2021
PROJECT:

EXHIBIT "B-1" REEMS ROAD IMPROVEMENT DEPICTION



LEGEND

DEPICTED AREA OF IMPROVEMENTS

BUY IN AREA (PARCEL 501-40-003J)

NORTH

SUBJECT TO FINIAL CIVIL DESIGN APPROVAL BY CITY

- SCHEMATIC
- ALL CALCULATIONS ARE APPROXIMATE

REEMS ROAD AND CACTUS ROAD

DATE: October 25, 2021
PROJECT: 2020

Cactus / Reems
Median Estimates
Reems Estimate Exhibit B2

STREETS	QUANTITY	UNIT	UNIT PRICE	DEVELOPER PORTION	ENGINEER ESTIMATE
Sawcut and remove pavement	993	SY	$20.00	100%	$19,860
Install 6" Vertical curb	1262	LF	$20.00	100%	$25,240
Replace pavment	280	SY	$50.00	100%	$14,022
Hardcape Medians	366	SF	$15.00	100%	$5,490
Landscape medians	5759	SF	$2.00	100%	$11,518.00
SUBTOTAL STREETS					**$76,130**
LANDSCAPE					
* Minor Adjustments	0	LS	$0.00	100%	$0
SUBTOTAL LANDSCAPE					**$0**
MISCELLANEOUS					
Engineering	1	LS	$5,000.00	100%	$5,000
Traffic Control	1	LS	$7,500.00	100%	$7,500
Permits, etc	1	LS	$5,000.00	100%	$5,000
SUBTOTAL MISCELLANEOUS					**$17,500**
TOTAL					**$93,630**

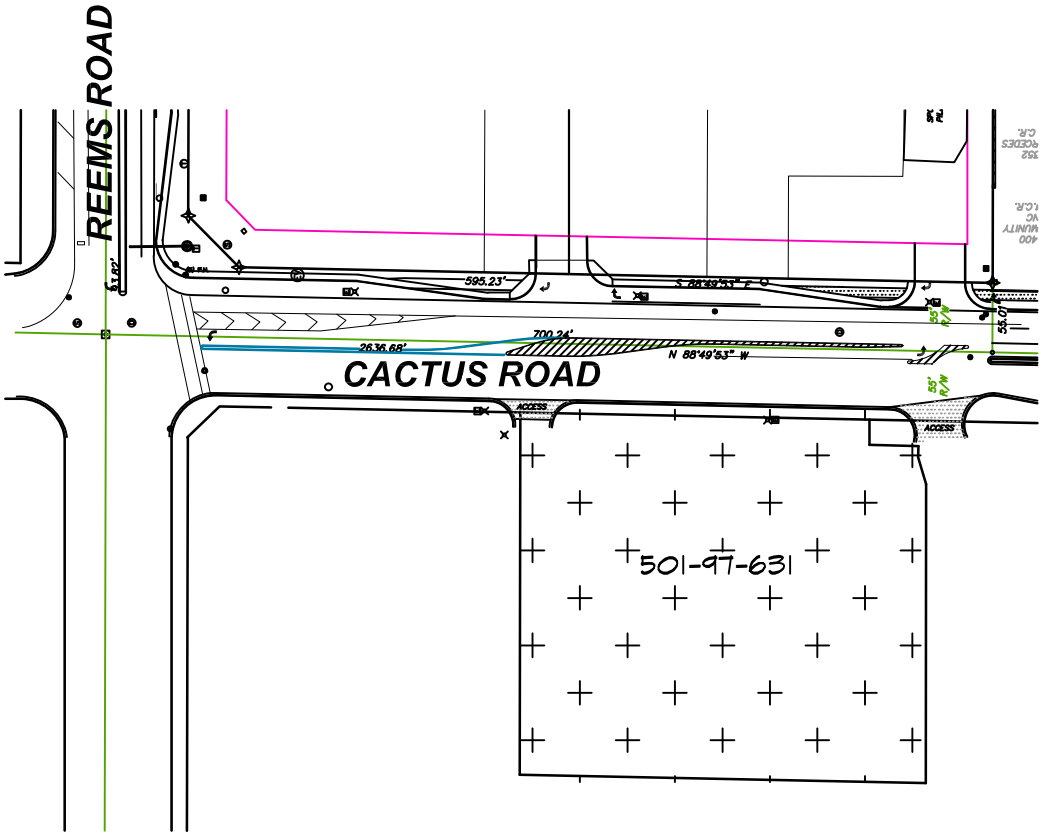
Exhibit B-3

Reems Road Improvement Buy-In Fee

Reems Road Improvement Budget	**$93,630.00**
Split 50/50	

Parcel APN	**Owner**	**Total**	**Buy-In Fee**
501-40-979	C.J Shell, LLC	50%	$46,815.00
501-40-003J	Suburban Land Reserve Inc.	50%	$46,815.00
Total		100%	**$93,630.00**

EXHIBIT "C-1" CACTUS ROAD IMPROVEMENT DEPICTION



LEGEND

DEPICTED AREA OF IMPROVEMENTS

BUY IN AREA (PARCEL 501-97-631)

NORTH

SUBJECT TO FINIAL CIVIL DESIGN APPROVAL BY CITY

- SCHEMATIC
- ALL CALCULATIONS ARE APPROXIMATE

REEMS ROAD AND CACTUS ROAD

DATE: December 17, 2021
PROJECT #: 2021

Cactus / Reems
Median Estimates
Cactus Estimate Exhibit C2

STREETS	QUANTITY	UNIT	UNIT PRICE	DEVELOPER PORTION	ENGINEER ESTIMATE
Sawcut and remove pavement	372	SY	$20.00	100%	$7,442
Install 6" Vertical curb	739	LF	$20.00	100%	$14,780
Replace pavment	164	SY	$50.00	100%	$8,211
Hardcape Medians	546	SF	$15.00	100%	$8,190
Landscape medians	633	SF	$2.00	100%	$1,266.00
SUBTOTAL STREETS					**$39,889**
LANDSCAPE					
* Minor Adjustments	0	LS	$0.00	100%	$0
SUBTOTAL LANDSCAPE					**$0**
MISCELLANEOUS					
Engineering	1	LS	$5,000.00	100%	$5,000
Traffic Control	1	LS	$7,500.00	100%	$7,500
Permits, etc	1	LS	$5,000.00	100%	$5,000
SUBTOTAL MISCELLANEOUS					**$17,500**
TOTAL					**$57,389**

Exhibit C-3

Cactus Road Improvement Buy-In Fee

Cactus Road Improvement Budget			**$57,389.00**
Split 50/50			

Parcel APN	**Owner**	**Total**	**Buy-In Fee**
501-40-979	C.J Shell, LLC	50%	$28,694.50
501-97-631	Avalon Cactus LLC	50%	$28,694.50
Total		100%	**$57,389.00**

Exhibit D

Sample Notice of Payment

_____ ("Buyer") has paid to C. J. Shell, LLC, an Arizona limited liability company, the following Public Improvements Buy-In Fees. If the buy-in fee is based on the estimated budget it shall be subject to future "true-up"costs following the completion of the associated improvement.

Amount Paid	Public Improvement		Based on Estimate	
_	Reems Road Median Buy-In Fee	YES	___ NO	___
_	Cactus Road Median Buy-In Fee	YES	___ NO	___

_____ Buyer has paid all Public Improvements Buy-In Fees required by this Agreement

Confirm obligation is complete:

_____

Signed by Member/Manager of C. J. Shell, LLC

_ **Buyer Still Owes the following Public Improvements Buy-In Fees:**

_____	Reems Road Median Buy-In Fee	YES	___ NO	___
_	Cactus Road Median Buy-In Fee	YES	___ NO	___

_____

Signed by Member/Manager of C. J. Shell, LLC

Notary Acknowledgement:

_____

By:
Date:
Commission Expires:

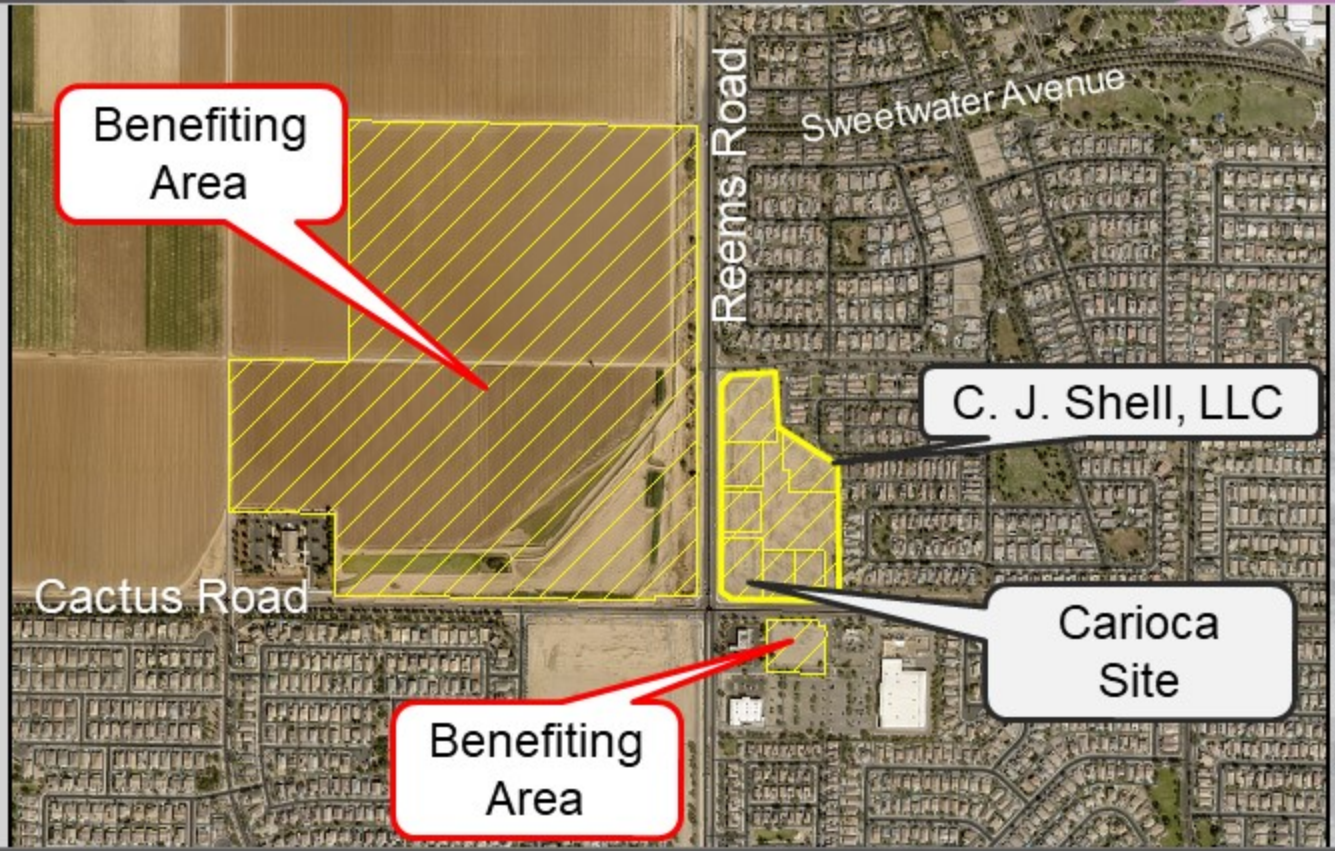
SURPRISE
ARIZONA

Resolution 2022-51 C. J. Shell LLC Infrastructure Repayment Agreement

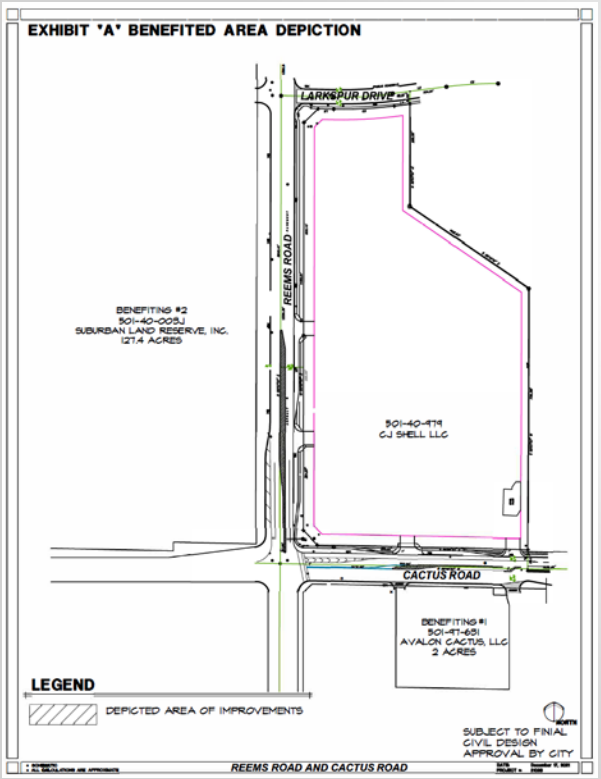
City Council

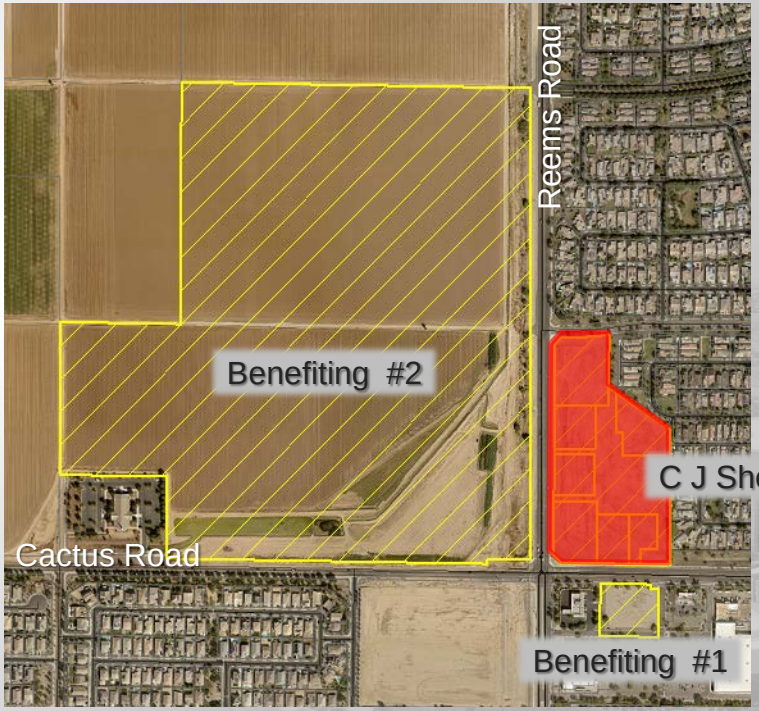
June 21, 2022

Carioca Marley Park Area Map



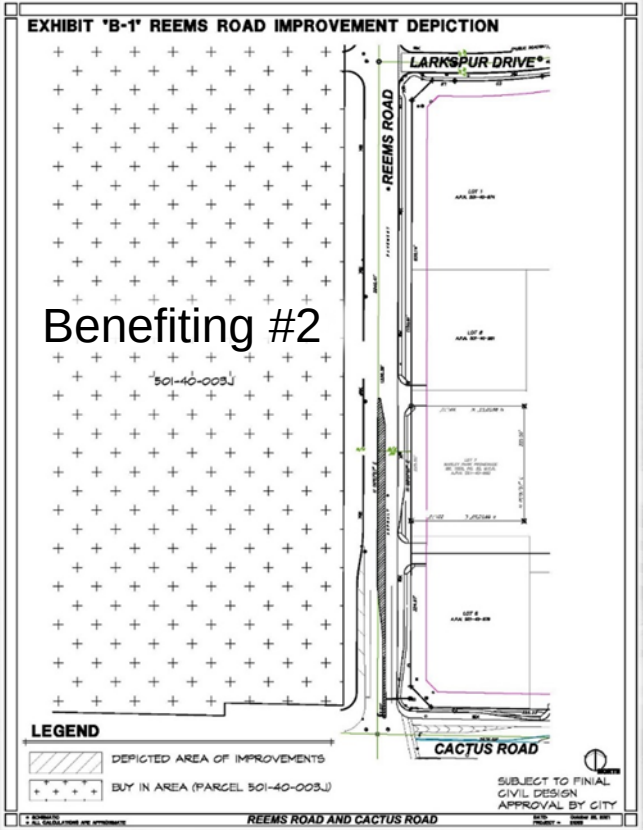
Overall Benefited Area





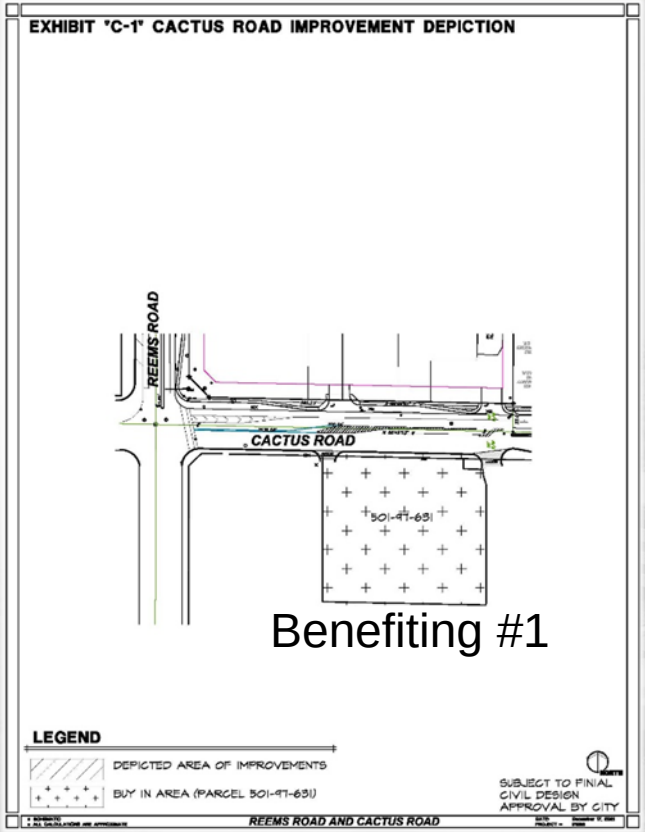
Reems Roadway Improvements

- Improvements include:
  - Removal of 993 square yards of pavement, installation1,262 linear feet of curb, 280 square feet of new pavement 366 square feet of hardscape, and 5,759 of landscape.
- Fee would be assessed on 50/50 percentage to adjacent property owners responsibility
  - C. J. Shell, LLC $ 46,815
  - Benefiting #2 $ 46,815
- Estimated total cost of Roadway improvements - $93,630



Cactus Roadway Improvements

- Improvements include:
  - Removal of 372 square yards of pavement, installation of 739 linear feet of curb, 164 square feet of new pavement 546 square feet of hardscape, and 633 of landscape.
- Fee would be assessed on 50/50 percentage to adjacent property owners responsibility
  - C. J. Shell, LLC $ 28,694.50
  - Benefiting #1 $ 28,694.50
- Estimated total cost of Roadway improvements - $57,389



Benefiting #1

The City Responsibility

- The City is required to do the following:

  - Notify C. J. Shell LLC each time an application is received by the City within the Benefited Area for zoning, platting, site planning or a building permit, as applicable.

  - Require a notice of payment prior to approving such Benefited Owner's final plat, site plan or building permit

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the SPA 2 East Traffic Signal Development Agreement between the City of Surprise and Paloma Creek Water Coordinator, LLC.; Resolution #2022-58.

Motion:
I move to approve Resolution #2022-58.

Background:
Paloma Creek Water Coordinator, LLC will be responsible for designing and constructing some improvements required by the City necessary to facilitate the development of a number of benefitting properties along Happy Valley Road between 163rd Avenue and 145th Avenue. These improvements include, but are not limited to, a traffic signal at 147th Avenue and Happy Valley Road and associated roadway improvements. Therefore, Paloma Creek Water Coordinator, LLC is seeking the City's assistance in obtaining payments from those benefited property owners. The City will be responsible to notify Paloma Creek Water Coordinator, LLC each time an application is received by the City within the Benefited Area for zoning, platting, site planning, or a building permit, as applicable. The City will also include as a condition of approval for any application within the Benefited Area a stipulation that requires the applicant to show evidence of payment of all applicable Buy-in Fees and require a Notice of Payment prior to approving such Benefited Owner's final plat, site plan, or building permit.

Objective Analysis:
Potential Positive Impacts Include: Growth is paying for itself; the City is not fully administrating the fees; infrastructure is being built in an area of the City needing public infrastructure.

Potential Negative Impacts: The City will be required to operate and maintain more infrastructure.

Policy Compliant:
The action is compliant with Council policy relative to growth paying for itself.

Financial Impact:

Per the agreement, Paloma Creek Water Coordinator, LLC will be responsible for the design, construction, and installation of the various public improvements as listed in section 1 of the agreement. The City will be responsible for the operating and maintenance costs of the public infrastructure upon acceptance. The acceptance of infrastructure increases the City's asset base and adds to future maintenance commitments.

Budget Impact:

None at this time; however, the anticipated incremental additional maintenance expense associated with the public infrastructure will be incorporated in future budgets.

FTE Impact:

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

ATTACHMENTS:

1. 22.05.05_City Combined_FS21-764 12.20.21 SPA 2 DA HVR -147th Signal
2. FS21-764 Happy Valley Road and 147th Repayment Agreement Presentation
3. 22.05.31 EVR Res 2022-58 HVR and 147th-Paloma Creek Water Coordinator Repayment Agreement

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When recorded, return to:

City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

SPA 2 EAST TRAFFIC SIGNAL DEVELOPMENT AGREEMENT
(Regional Improvements Overlay Agreement)

THIS SPA 2 EAST TRAFFIC SIGNAL AGREEMENT ("**Overlay Agreement**") is entered into by and between the City of Surprise, an Arizona municipal corporation ("**City**") and Paloma Creek Water Coordinator, LLC, an Arizona limited liability company ("**PC**"), as of the date the last party signs, and shall become effective upon recordation with the Office of the Maricopa County Recorder ("**Effective Date**").

RECITALS:

A. The City and PC desire to enter into this Overlay Agreement to address, among other things, the design and construction of various regional infrastructure improvements necessary to facilitate the development of the Benefited Properties (as defined below), as well as the reimbursement mechanisms for these Regional Improvements (as defined below).

B. Because PC will be the party responsible for designing, constructing, and installing the Regional Improvements, initially only the City and PC are parties to this Overlay Agreement.

C. A legal description of the properties benefited by these Regional Improvements is attached hereto as ***Exhibit A*** ("**Benefited Properties**"). A map of the Benefited Properties is attached hereto as ***Exhibit B*** ("**Map of Benefited Properties**").

D. The City and PC desire to enter into this Overlay Agreement for the purpose of providing a traffic signal solution so the owners of the Benefited Properties (each a "**Benefited Owner**") are able to obtain final plats by paying a buy-in fee for a traffic signal solution equal to $470.00 per detached single-family lot, $300.00 per attached multi-family unit, and $6,000.00 per gross acre for commercial development as their proportionate share of the cost for the Regional Improvements.

E. The City agrees that the Benefited Owners have no obligations with respect to the construction of the Regional Improvements other than payment of such buy-in fee to PC, or payment of a signal in-lieu fee or similar obligation to the City of Surprise to satisfy traffic signal development requirements. The Benefited Owners shall have no rights to receive refunds of the buy-ins set forth in this Overlay Agreement.

F. The City and PC desire to enter into this Overlay Agreement for the purpose of outlining and setting forth certain obligations and commitments relative to the timing of construction of the Regional Improvements, intending this document to be a "Development Agreement" within the meaning of ARS § 9-500.05 and a "Repayment Agreement" within the meaning of Chapter 42, Article 1 of the City of Surprise Municipal Code.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Overlay Agreement, the City and PC state, confirm, and agree as follows:

1. Regional Improvements. Subject to Section 24 below, PC shall be responsible for designing, constructing, and installing the following regional improvements (referred to herein individually as a "**Regional Improvement**" and collectively as the "**Regional Improvements**") as depicted in ***Exhibit C***.

a. 147th Avenue and Happy Valley Road Traffic Signal

2. Design and Construction Costs. The term "**Design and Construction Costs**" shall mean all actual costs, expenses, and fees relating to the Regional Improvements, including, without limitation, the costs of labor, materials and supplies, architectural, engineering, design and consultant fees and costs, blue printing services, construction, drilling, construction staking, demolition, soil amendments or compaction, right-of-way acquisition costs (including costs associated with purchasing right-of-way from the Arizona State Land Department), legal and engineering services required to obtain permits, costs of insurance and bonds, warranty costs, any corrections, changes or additions to work required by the City or necessitated by site conditions, state, county and City sales taxes imposed in connection with the construction, City permit, plan review and inspection fees, and parcel acquisition costs.

3. Regional Improvements.

3.1 Budget. The estimated budget for the Design and Construction Costs is attached hereto as ***Exhibit D***. The budget has been reviewed and approved by the City and includes a more comprehensive description of the estimated Design and Construction Costs. The budget may be amended from time to time by PC, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Overlay Agreement.

3.2 Buy-In Fee. Any Benefited Owner developing property shall be required to pay a buy-in fee for its proportionate share of the Regional Improvements ("**Buy-in Fee**"). The Buy-in Fee shall be equal to $470.00 per detached single-family lot, $300.00 per attached or detached multi-family unit, and $6,000.00 per gross acre for commercial development, with each Buy-in Fee paid representing the estimated proportionate share of the cost of the Regional Improvements owed by the Benefited Property. The Buy-in Fee is based upon the estimated budget for the Regional Improvements and is subject to change upon completion of the Regional Improvements and the determination of the actual Design and Construction Costs for the Regional Improvements.

4. City Duties and Obligations. The City shall be responsible for the following duties and obligations, to the extent permitted by law.

a. Notifying PC each time an application is received by the City within the Benefited Properties for annexation, zoning, platting, site planning, or a building permit. The notification shall include the name or authorized representative address, phone number, and email address of the applicant, as

well as a general description of the project, including but not limited to its location, size in gross acres, and estimated number and type of dwelling units or equivalents.

b. Including as a condition of approval for any annexation or zoning application for the Benefited Properties a stipulation that requires the applicant to show evidence of payment of all applicable Regional Improvements Buy-in Fees (defined in Paragraph 5) and show evidence of payment of all applicable Buyin Fees. The following is a sample stipulation: "Prior to the City recording a final plat or approving a site plan or building permit within the property, the applicant shall provide the City with a Notice of Payment from PC that the Buy-in Fees, as described in the SPA 2 EAST TRAFFIC SIGNAL DEVELOPMENT AGREEMENT (Regional Improvements Overlay Agreement), have been paid."

c. Requiring a Notice of Payment, a sample of which is attached hereto as ***Exhibit E***, of all applicable Buy-in Fees by any person developing property in the Benefited Properties prior to recording such Benefited Owner's final plat or approving a site plan or building permit.

d. Reviewing and approving the Design and Construction Costs for the Regional Improvements. The City shall have sixty (60) days to review and approve the Design and Construction Costs for the Regional Improvements. Failure by the City to approve or provide PC with any written feedback on the Design and Construction Costs for a Regional Improvement within the sixty (60) day period shall be deemed the City's approval of such Design and Construction Costs. If the City has an issue or concern with the Design and Construction Costs, the City shall immediately notify PC, and the City and PC agree to work in good faith to resolve the issue or concern. If the issue or concern cannot in good faith be resolved by the City and PC, then the unresolved issue or concern shall be submitted to a qualified engineer for a final determination. Any costs associated with employing a qualified engineer to make a final determination shall be borne equally by the City and PC.

5. Buy-in Fee.

5.1 Amount of Buy-in Fee. $470.00 per detached single-family lot, $300.00 per attached or detached multi-family unit, and $6,000.00 per gross acre of commercial development. Prior to executing this Overlay Agreement, the City reviewed and approved the methodology and formulas used in the spreadsheet, and confirmed that the spreadsheet accurately and equitably calculates the Regional Improvements Buy-in Fee.

5.2 Collecting the Buy-in Fee. PC shall provide each Benefited Owner with an invoice showing the Buy-in Fee such Benefited Owner is required to pay as a condition of developing property in the Benefited Properties during the Term of this Overlay Agreement. PC shall direct each Benefited Owner to remit payment of its Buy-in Fee directly to PC. Upon receipt of a Benefited Owner's Buy-in Fee, PC shall provide such Benefited Owner with a Notice of Payment.

5.2.1 Timing of Collection. During the Term of this Overlay Agreement, the Buy-in Fee shall be collected from each Benefited Owner upon City recordation of a final plat for detached single-family lots and prior to the first (1st) permit issued for multi-family or commercial development for such Benefited Owner's property. PC shall collect the Buy-in Fee for all Regional Improvements, even Regional Improvements that have not yet been completed by PC. The parties acknowledge that PC intends to utilize the Buy-in Fees collected from the Benefited Owners to construct the Regional Improvements. The Buy-in Fee for a Regional Improvement that has not yet been completed by PC shall be the initial Buy-in Fee identified in this Overlay Agreement, which is based on the estimated budget for such Regional Improvement.

5.2.1.1 Holding Buy-in Fees. Any Buy-in Fee collected by PC during the Term of this Overlay Agreement for Regional Improvements that have been completed and accepted by the City may be deposited into PC's general account. Any Buy-in Fee collected by PC for Regional Improvements not yet completed or accepted by the City shall be held by PC in an interest-bearing escrow account to be opened by PC with First American Title. Any Buy-in Fee deposited into an escrow account may be withdrawn by PC once construction has begun on the associated Regional Improvement. Any excess funds collected shall be remitted to the City.

5.2.2 Repayment Term. The repayment term for the Buy-in Fee shall be the Term of this Overlay Agreement, as defined in Section 6, provided the City has approved the construction of some portion of the associated Regional Improvement.

5.2.3 Notification to City. During the Term of this Overlay Agreement, PC shall notify the City and provide the City with a copy of the Notice of Payment each time a Benefited Owner pays its Buy-in Fee. The Notice of Payment shall include a statement of whether or not all Buy-in Fees have been paid. The City shall promptly acknowledge receipt of each Notice of Payment and return a signed copy to PC. PC shall promptly forward an updated copy of the Notice of Payment with the City's signature to the applicable Benefited Owner. Once a Benefited Owner receives a Notice of Payment with the City's signature, the City will not require additional and/or future traffic signal Buy-in Fees for the Benefited Property shown on the Notice of Payment.

5.3 Updating Costs. Upon completion of the Regional Improvements during the Term of this Overlay Agreement, PC shall promptly provide the City with written evidence of the Design and Construction Costs incurred by PC to complete the Regional Improvements. Following the City's approval of the Design and Construction Costs for a Regional Improvement, PC shall update the associated Regional Improvement Buy-in Fee spreadsheet to reflect the actual Design and Construction costs. In the event the costs come in less than the Buy-in Fee collected, PC shall reimburse to the City. In the event the costs come in over the Buy-in Fee collected, PC shall charge the Kamarata Ranch project the entirety of the difference.

6. Term. This Overlay Agreement shall become effective upon signature by the City and PC and recordation and shall automatically terminate ten (10) years after the first Buy-in Fee has been paid on behalf of any Benefited Owner as required by Surprise Municipal Code Section 42-7(C).

7. Public Bidding. PC shall be required to publicly bid or comply with the requirements of Arizona Revised Statutes, Title 34, and Surprise City Code Section 42-5(d) for any Regional Improvements for which PC will be seeking reimbursement through either crediting of on-site impact fees or remittance of off-site impact fees; however, PC shall not be required to publicly bid in

order to be reimbursed for Regional Improvements if the reimbursement mechanism is solely through the collection of a Buy-in Fee.

8. Indemnification and Defense of the City by PC. To the fullest extent permitted by law, PC shall indemnify, defend (with counsel acceptable to the City), protect, and hold harmless the City, and its elected officials, appointed officials, employees and agents for, from, and against any and all liability, loss, damage, expense, and legal fees or costs, arising from or related to any claim or action, including but not limited to, claims or actions for takings or constitutionally impermissible exactions, brought by any person or entity in connection with the parties', parties' performance of the duties imposed and the rights granted by this Overlay Agreement and its amendments. The scope of this duty to indemnify, defend, protect, and hold harmless shall include, but not be limited to, any claim or cause of action that may be asserted by any original party or successor party to the Overlay Agreement, Benefited Owner, or successor property owner of any Benefited Property. Additionally, PC shall defend the validity of this Overlay Agreement and any amendments in the event of any proceeding or litigation arising from its terms or implementation that names the City as a party and which challenges the validity of the Overlay Agreement or the authority of the City to enter into or perform any of its obligations under this Overlay Agreement. PC's obligations and liabilities under this Section 8 shall survive the termination of this Overlay Agreement.

9. Takings/Exactions. Nothing in this Overlay Agreement shall require the City to effect a taking, administrative or otherwise, or constitutionally impermissible exaction. To the extent that any provision of this Overlay Agreement is held to be a taking, a constitutionally impermissible exaction, or otherwise unlawful by a court of competent jurisdiction, that provision shall be void and the City shall be released from performance of any obligation under that provision.

10. Notices and Filings. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, emailed or sent by first-class United States Mail to:

City: City of Surprise
16000 N. Civic Center Plaza Surprise, AZ 85374
Attn: Community Development Director
Email: Chris.Boyd@surpriseaz.gov
Phone: 623.222.3230

With a Copy to: City of Surprise
16000 N. Civic Center Plaza Surprise, AZ 85374
Attn: City Attorney
Email: Robert.wingo@surpriseaz.gov
Phone: 623.222.1124

PC: Paloma Creek Water Coordinator, LLC
Attn: John Wittrock
8601 N. Scottsdale Road, Suite 335 Scottsdale, AZ 85253
Email: john@marbellacustomhomes.com
Phone: 602.469.8050

With a copy to: Gammage & Burnham
40 N. Central Avenue, 20th Floor
Phoenix, AZ 85004
Attn: Jonathan Bennett
Email: jbennett@gblaw.com

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either party shall become effective upon the earliest of the following: (a) actual receipt by that party; or (b) thirty- six (36) hours after deposit with the United States Postal Service, addressed to the party.

11. Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Overlay Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Overlay Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Overlay Agreement.

12. Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the parties. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the parties. The results of the mediation shall be nonbinding on the parties, and either party shall be free to initiate litigation subsequent to the moratorium.

13. Choice of Law. Venue and Attorneys' Fees. Any dispute, controversy, claim or cause of action arising out of or related to this Overlay Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason. No party shall be entitled to recover any of its attorneys' fees nor other costs from any other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through mediation, arbitration, litigation in a court, or otherwise. Good Standing and Authority. The parties represent and warrant that each is duly formed and validly existing under applicable law and that the individuals executing this Overlay Agreement on behalf of their

respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

14. Assignment. The provisions of this Overlay Agreement are binding upon and shall inure to the benefit of the parties, and all of their successors in interest and assigns. This Overlay Agreement may be assigned in whole or in part by PC with written notice of the assignment provided to the City. In the event of a complete or partial assignment by PC, all or a portion of PC's rights and obligations hereunder shall terminate effective upon the assumption by PC's assignee of such rights and obligations, provided written notice of the partial or entire assignment has been provided to the City.

15. Third Parties. It is not intended by this Overlay Agreement to, and nothing contained in this Overlay Agreement shall, create any partnership, joint venture or other agreement between the parties. This Overlay Agreement is intended to benefit the Benefited Owners, who are hereby declared as intended third-party beneficiaries of this Overlay Agreement. Except with respect to the Benefited Owners, no term or provision of this Overlay Agreement is intended to, or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

16. Termination Upon Sale of Residential Lots. Except as otherwise provided herein, the parties hereby acknowledge and agree that this Overlay Agreement is not intended to, and does not create conditions or exceptions to title or covenants running with any individual residential lots within the Benefited Properties and any tracts or land intended to be dedicated or conveyed to City, any utility provider, any homeowners association, or any school district. Therefore, in order to alleviate any concern as to the effect of this Overlay Agreement on the status of title to any of the Benefited Properties, so long as not prohibited by law, this Overlay Agreement will terminate without the execution or recordation of any further document or installment as to any individual residential lot sold to a retail homebuyer and any tracts or land dedicated or conveyed to City, any utility provider, any homeowners association, or any school district, and thereupon such individual residential lot and any tracts or land dedicated or conveyed to City, any utility provider, any homeowners association, or any school district will be released from and no longer be subject to or burdened by the provisions of this Overlay Agreement.

17. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Overlay Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

18. Further Documentation**.** The parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Overlay Agreement.

19. Fair Interpretation. The parties have been represented by counsel in the negotiation and drafting of this Overlay Agreement and this Overlay Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Overlay Agreement.

20. Headings. The headings of this Overlay Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Overlay Agreement.

21. Counterparts. This Overlay Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

22. Computation of Time. Any reference to a "day" in this Overlay Agreement shall mean City of Surprise business day unless otherwise noted. In computing any period of time under this Overlay Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Overlay Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

23. Conflict of Interest. This Overlay Agreement is subject to the terms of ARS § 38-511.

24. No Obligation to Develop. Nothing contained herein shall be deemed to obligate PC to complete any part of the development of any portion of the Regional Improvements and the responsibility to design and construct the Regional Improvements is contingent upon PC receiving the Buy-in Fees required to construct the Regional Improvements. Furthermore, the Regional Improvements shall be tied to the construction of the Kamarata Ranch project.

25. Entire Agreement. This Overlay Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire Overlay Agreement between the parties.

a. Exhibit A Benefited Properties

b. Exhibit B Map of Benefited Properties

c. Exhibit C Regional Improvements

d. Exhibit D Design and Construction Budget

e. Exhibit E Notice of Payment

f. Exhibit F Benefited Owner Consent

IN WITNESS WHEREOF, the parties have executed this Overlay Agreement on the date(s) written below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY OF SURPRISE, an Arizona municipal corporation

By:_____
Skip Hall, the Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

_____
Robert Wingo, City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, _____ before me personally appeared Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above/attached document.

[Affix notary seal here]

_____
Notary Public

IN WITNESS WHEREOF, PC has executed this Overlay Agreement as of the date first above written.

Paloma Creek Water Coordinator, LLC,
An Arizona limited liability company

By:_____

Name:_____

Title:_____

STATE OF _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as the _____ of **Paloma Creek Water Coordinator, LLC,** an Arizona limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

_____

Exhibit A Benefited Properties

Single-Family

Project	Assessor Parcel Number(s)	Gross Acres	Lots
Bonita Ranch	*503-54-014B, 006G, 006F, 006P, 006N*	73.00	208
San Ysidro Enclave	*503-56-002L, 008, 009*	20.00	70
Windstone Ranch	*503-54-005C, 005D, 013C, 013B, 013D*	60.00	200
Windstone Ranch North	*503-54-004A*	20.00	*61
	Total Single Family Lots	**173**	**539**

Multi-Family

Project	Assessor Parcel Number(s)	Gross Acres	Units
Desert Oasis	*503-73-170*	12.98	180
Kamarata Ranch	*503-69-003F*	53.80	810
Bonita Place	*503-56-012, 013, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 894*	27.41	*303
Bonita Place East	*503-58-975, 503-56-895, 015J*	18.00	200
Mandou Ranch	*503-69-010N*	14.47	115
Rancho Mercado Parcel A-8	*503-69-010L, 010M*	21.80	227
	Total Multi-Family Lots	**148.46**	**1835**

*** Estimated numbers, subject to change**

Commercial Properties

Project	Assessor Parcel Number(s)		Gross Acres
Rancho Mercado A7 – Zoned C-2	*A portion of APN 503-69-010M*		14.4
Rancho Mercado A21 – Zoned C-2	*APN 503-54-006K*		17.9
		Total Gross Acres	**32.3**

Exhibit A Benefited Properties – Calculated Fees

SPA 2 East Traffic Signal Development Agreement

Design and Construction Budget | Buy-in Fees

Single-Family Projects	**Gross Acres**	**Lots**
Bonita Ranch	73	208
San Ysidro Enclave	20	70
Windstone Ranch	60	200
Windstone Ranch North	20	61
Totals	**173**	**539**
Cost per lot		$470.00
Buy-in Subtotals		**$253,330.00**

Multi-Family Projects	**Gross Acres**	**Units**
Desert Oasis	12.98	180
Kamarata Ranch	53.8	810
Bonita Place	27.41	303
Bonita Place East	18	200
Mandou Ranch	14.47	115
Rancho Mercado Parcel A	21.8	227
	148.46	**1835**
Cost per unit		$300.00
		$550,500.00

Commercial Properties	**Gross Acres**
Rancho Mercado A7	14.4
Rancho Mercado A21	17.9
	32.3
Cost per acre	$6,000.00
	$193,800.00

Total Buy-in Funds	**$997,630.00**

Exhibit B Map of Benefited Properties

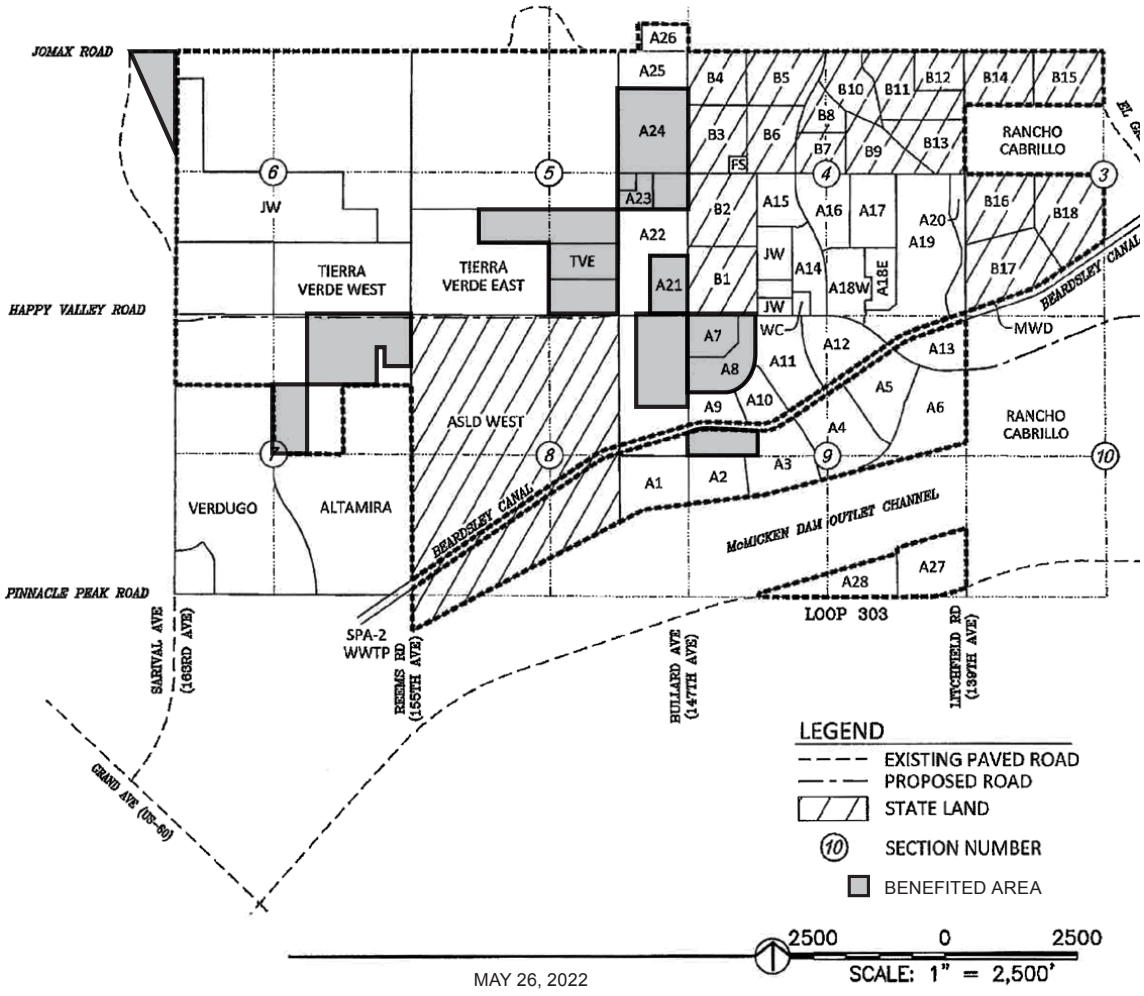

Exhibit C Regional Improvements – Part A

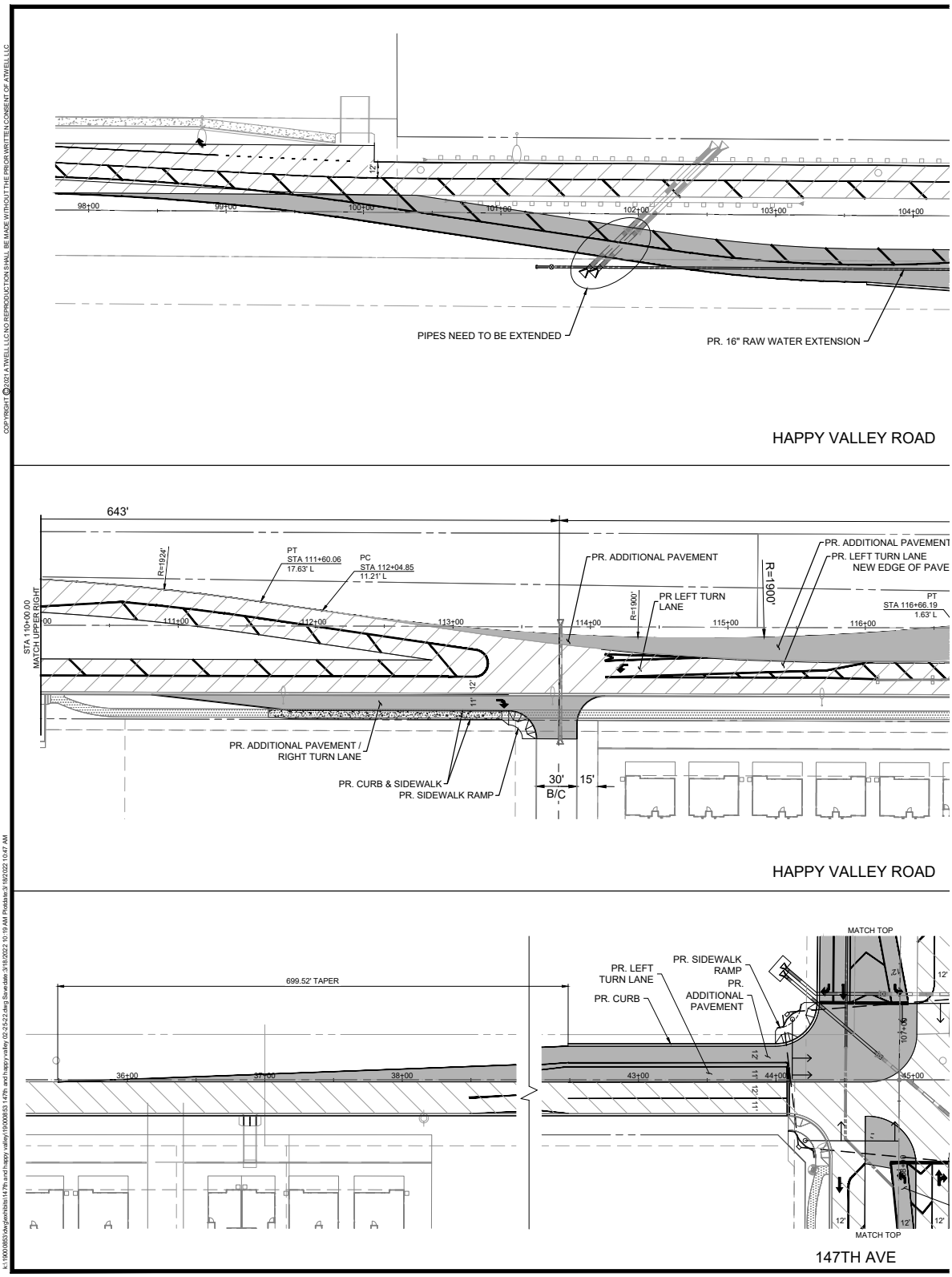

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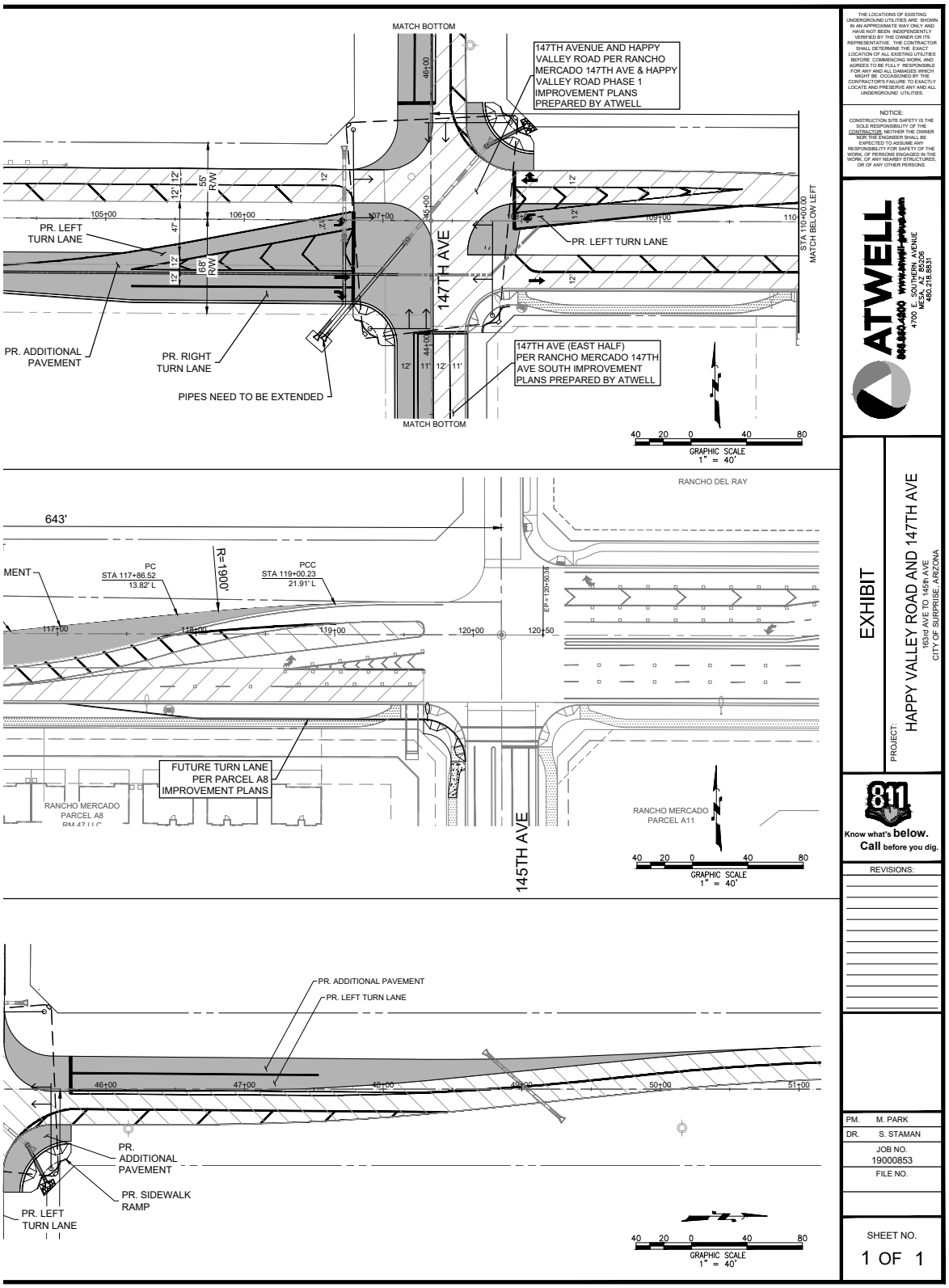
Exhibit C Regional Improvements – Part B



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT

PROJECT:
HAPPY VALLEY ROAD AND 147TH AVE
163rd AVE TO 145th AVE
CITY OF SURPRISE, ARIZONA

811 Know what's **below.** **Call** before you dig.

REVISIONS:

PM.	M. PARK
DR.	S. STAMAN
JOB NO.	19000853
FILE NO.	

SHEET NO.
1 OF 1

Exhibit D Design and Construction Budget

147th and Happy Valley Rd Signal Improvements

Opinion of Probable Cost

ATWELL

Prepared by: Michael Park
4700 E. Southern Ave.
Mesa, AZ 85206
Date: March 18, 2022
COS Project No.:

Quantities are for estimating purposes only. Engineer makes no guarantee of accuracy.

Description of Item	*Unit*	*Quantity*	*Unit Cost*	*Total Cost*
PAVEMENT: 3" AC / 8" ABC	SY	1,617	$ 35.00	$ 56,595.00
PAVEMENT: 5" AC / 9" ABC	SY	4,535	$ 45.00	$ 204,075.00
			Total Paving Costs	**$ 260,670.00**
6 INCH V.C.& G.; MAG 220 TYPE A	LF	946	$ 12.00	$ 11,352.00
5" SIDEWALK, 4,000 PSI; MAG DTL 230	SF	1,019	$ 4.00	$ 4,076.00
SIDEWALK RAMP; MAG DTL 236-3 AND DETECTABLE WARNING	EA	2	$ 2,500.00	$ 5,000.00
SIDEWALK RAMP; COS DTL 3-11	EA	1	$ 2,500.00	$ 2,500.00
			Total Concrete Costs	**$ 22,928.00**
TRAFFIC SIGNAL	LS	1	$ 520,000.00	$ 520,000.00
			Total Signal Costs	**$ 520,000.00**
PAVEMENT MARKINGS	LS	1	$ 8,700.00	$ 8,700.00
			Total Signing & Striping Costs	**$ 8,700.00**
16" DIP, PC350 WITH JOINT RESTRAINT WATER MAIN	LF	585	$ 85.00	$ 49,725.00
16" GATE VALVE; MAG DTL 391-1, TYPE C & COS STD DTL 6-02	EA	1	$ 7,500.00	$ 7,500.00
CURB STOP WITH FLUSHING PIPE; MAG 390, TYPE B	EA	1	$ 1,100.00	$ 1,100.00
REMOVE CURB STOP WITH FLUSHING PIPE & CONNECT TO EXISTING WATERLINE	EA	1	$ 250.00	$ 250.00
			Total Water Costs	**$ 58,575.00**
END SECTION PER MAG STD DTL 545	EA	4	$ 1,500.00	$ 6,000.00
24" RGRCP (CLASS V) STORM DRAIN	LF	197	$ 45.00	$ 8,865.00
36" RGRCP (CLASS V) STORM DRAIN	LF	194	$ 60.00	$ 11,640.00
ANGULAR RIP RAP D50=6", THICKNESS = 12"	CY	16	$ 50.00	$ 800.00
			Total Drainage Costs	**$ 27,305.00**
FINISH GRADE	SY	7,200	$ 2.00	$ 14,400.00
SWPPP	LS	1	$ 3,200.00	$ 3,200.00
			Total Grading Costs	**$ 17,600.00**

Subtotal				**$ 915,778.00**
ENGINEERING, DESIGN	LS	1	$ 55,000.00	$ 55,000.00
REVIEW & PERMITTING FEES		5.0%	$ 45,788.90	$ 45,788.90
CONSTRUCTION STAKING		1.5%	$ 13,736.67	$ 13,736.67
CONTINGENCY		20.0%	$ 183,155.60	$ 183,155.60
Total				**$ 1,098,933.60**

NOTES:

1. This quantity takeoff does not include Buy-in Fees.

2. The Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions or safety conditions, practices or omissions on the site. Any cost estimates provided by Atwell, LLC are preliminary only, and are made on the basis of information provided to us by others. Atwell, LLC cannot and does not guarantee that proposals, bids or actual project construction costs will not vary from cost estimates.

3. The Contractor shall import fill or export soil as required to provide an earthwork balance at no extra cost to the project.

Exhibit E Notice of Payment

(1) _____ ("Benefited Properties") has paid Paloma Creek Water Coordinator the Following buy-in Fee:

(2) Development Project Name: _____

APN(s): _____

_____

(3)

$ _____ Per equivalent residential lot or unit or commercial acre

_____ Residential lots or units

$ _____ Total

Funds received on _____

Paloma Creek Water Coordinator LLC: _____
Name Date

City Acknowledgement: _____
Name Date

Exhibit F Benefited Owner Consent

BENEFITED PROPERTY CONSENT

The undersigned _____ ("**Benefited Owner**") is the fee owner of the real property described on Exhibit A attached hereto (the "**Property**"), which Property is one of the Benefited Properties under the Overlay Agreement. Benefited Owner hereby consents to the annexation of the Property into the Overlay Agreement solely for the purpose of benefiting from the Regional Improvements in accordance with the Overlay Agreement. By executing this consent, Benefited Owner does not consent to or assume any obligation other than the payment of the Buy-In Fee or the City's then-current impact fee for transportation as allocated for traffic signals as applicable in accordance with Section 3.2 of the Overlay Agreement, for each lot within the Property as and when required by the Overlay Agreement.

BENEFITED OWNER:

_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2022, by _____ _____, as the _____ of _____, on behalf thereof.

Notary Public

My Commission Expires:

[see following page for PC's consent]

PC Consent

Paloma Creek Water Coordinator, LLC, hereby approves and accepts the annexation of the Property into the Overlay Agreement and agrees that _____ shall be a third-party beneficiary of the Overlay Agreement.

PALOMA CREEK WATER COORDINATOR, LLC,
an Arizona limited liability company

By: Taproot Consulting, LLC,
an Arizona limited liability company, its Manager

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, as the _____ of Taproot Consulting, LLC, an Arizona limited liability company, the Manager of PALOMA CREEK WATER COORDINATOR, LLC, an Arizona limited liability company, on behalf thereof.

Notary Public

My Commission Expires:

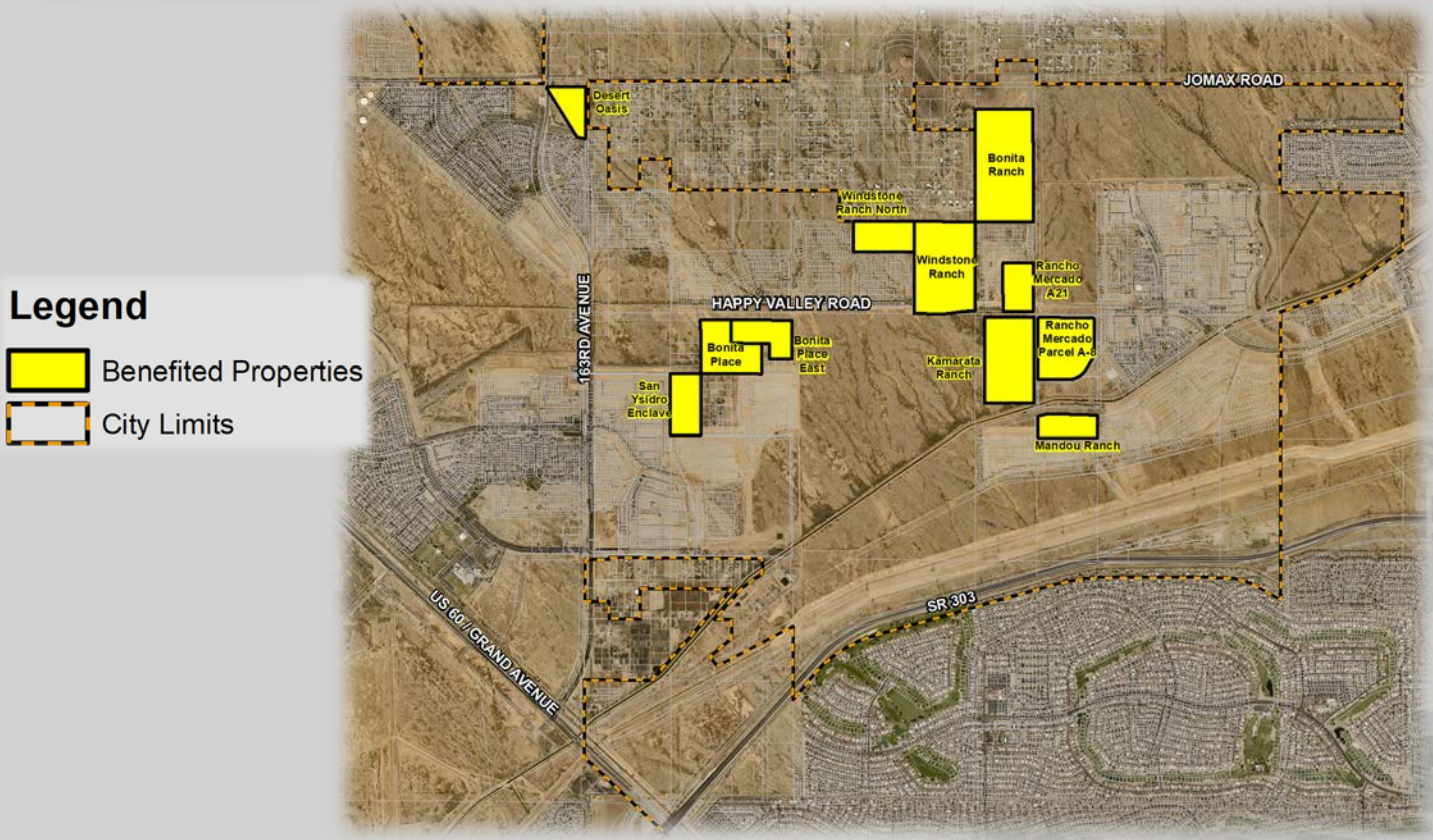
SURPRISE
ARIZONA

Resolution 2022-58 Paloma Creek Water Coordinator, LLC SPA 2 East Traffic Signal Development Agreement

City Council

June 21, 2022

Benefited Properties

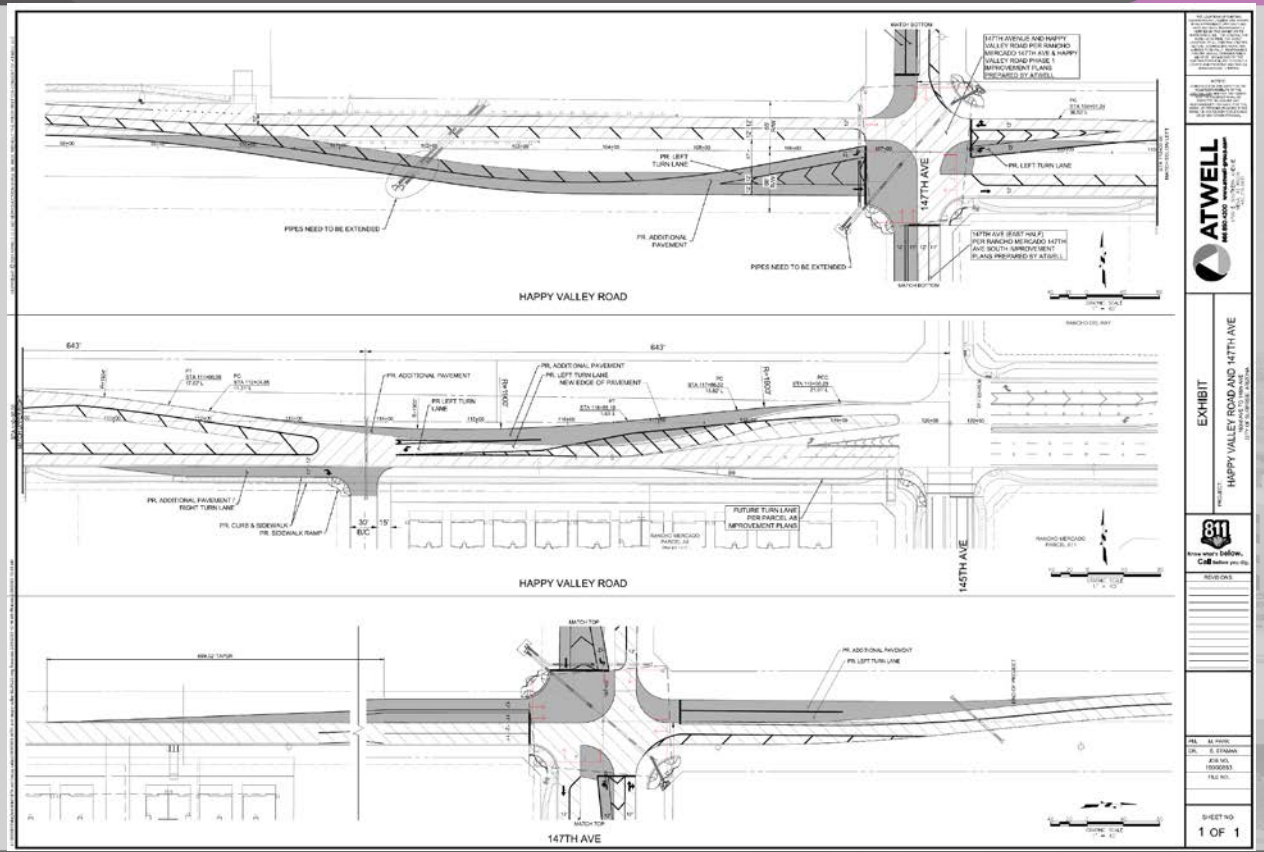


Roadway Improvements Location

147th & Happy Valley Traffic Signal and Roadway Improvements

- Improvements include:
  - Traffic Signal, 6,152 square yards of pavement, curb, gutter, sidewalk and storm drain pipes.
- Fee would be assessed based as follows
  - Per single family lot - $ 470
  - Per multi-family unit - $ 300
  - Per commercial acre - $ 6,000
- Estimated total cost of improvements - $1,098,934

Roadway Improvements



The City Responsibility

- The City is required to do the following:
  - Notify Paloma Creek Water Coordinator, LLC each time an application is received by the City within the Benefited Area for zoning, platting, site planning or a building permit, as applicable.
  - Require a notice of payment prior to approving such Benefited Owner's final plat, site plan or building permit

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

RESOLUTION # 2022-58

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE SPA 2 EAST TRAFFIC SIGNAL DEVELOPMENT AGREEMENT WITH PALOMA CREEK WATER COORDINATOR, LLC FOR PROPERTY LOCATED ALONG HAPPY VALLEY ROAD BETWEEN 163RD AVENUE AND 145TH AVENUE

WHEREAS, the City of Surprise Municipal Code, Chapter 42, Article 1, allows the City to approve repayment agreements for the construction of public infrastructure improvements, whereby a developer who constructs public improvements may seek reimbursement from the owners of other adjacent or nearby properties that would benefit from the improvements;

WHEREAS, Paloma Creek Water Coordinator, LLC, an Arizona limited liability company, will be constructing various public improvements to serve a number of benefiting properties along Happy Valley Road between 163rd Avenue and 145th Avenue ("**Benefited Properties**");

WHEREAS, Paloma Creek Water Coordinator, LLC seeks reimbursement by a repayment agreement with the City of certain costs for constructing public improvements that will benefit their property and also other properties in the area from the owners of those Benefited Properties;

WHEREAS, Paloma Creek Water Coordinator, LLC has requested, and the City has agreed, to enter into the SPA 2 East Traffic Signal Development Agreement ("**Repayment Agreement**") attached hereto as ***Exhibit "A"***;

WHEREAS, pursuant to the Repayment Agreement, the City will be required to notify Paloma Creek Water Coordinator, LLC each time an application is received by the City for development of property within the Benefited Area as defined in the Repayment Agreement; and

WHEREAS, pursuant to the Repayment Agreement, the City will not approve a final plat, site plan, building permit, or Certificate of Occupancy for a property within the Benefited Area until the property owner has submitted a Notice of Payment evidencing payment of the applicable Buy-in Fee to Paloma Creek Water Coordinator, LLC.

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

Section 1. That the City of Surprise approves the SPA 2 East Traffic Signal Development Agreement attached hereto as ***Exhibit "A"***.

Section 2. That the Mayor, or his designee, is authorized to execute the SPA 2 East Traffic Signal Development Agreement and all other documents necessary to implement the Repayment Agreement on behalf of the City.

APPROVED AND ADOPTED this _____day of _____, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT "A"

SPA 2 East Traffic Signal Development Agreement

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 21, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:
Consideration and action to approve a Real Estate Purchase Agreement with Maricopa County Municipal Water Conservation District Number One for approximately 19 acres of property located near Perryville and Cactus Roads.

Motion:
I move to approve the Real Estate Purchase Contract with Maricopa County Municipal Water Conservation District Number One for approximately 19 acres of property located near Perryville and Cactus Roads.

Background:
The 19 acres identified for purchase will allow the City to utilize the funds approved by voters in 2017 for the General Obligation Bonds. The voters approved funds to purchase land for a future Fire/PD Station and Park identified as project P34070. The City has been working with Maricopa Water District to purchase land, which will meet the needs identified in the bond. The agreed purchase price for the 19 acres is $3,300,000.00.

Objective Analysis:
The purchase of this parcel will assist in meeting the future needs of the City's residents in this fast growing area of the City.

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

Financial Impact:
All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region. The purchase price will be $3,300,000.00 plus closing costs.

Budget Impact:
The purchase of this land was approved by voters in 2017 with the passing of the GO Bonds, project

P34070.

FTE Impact:

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

ATTACHMENTS:

1. FINAL COMPLETE Purchase Agreement COS and MWD re NE corner Cactus and Perryville

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REAL ESTATE PURCHASE AGREEMENT

CITY OF SURPRISE ARIZONA
AND
MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE

This Real Estate Purchase Agreement ("**Agreement**") is entered into this ___ day of June, 2022 ("**Effective Date**") by and between the CITY OF SURPRISE, an Arizona municipal corporation ("**City**"), and the MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, a political subdivision of the State of Arizona ("**MWD**"), for the purpose of conveying certain property owned by MWD to the City. The City and MWD may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. MWD, an irrigation and water conservation district, owns an unimproved parcel consisting of approximately 40 gross acres of land located at the northeast corner of Perryville Road and Cactus Road in Surprise, Maricopa County, Arizona identified by the Maricopa County Assessor as APN 506-06-010D ("**Parent Parcel**").

B. City has offered to purchase, and MWD has agreed to sell to City, approximately 19 gross acres of the Parent Parcel, together with all rights and privileges appurtenant thereto, as legally described on the attached ***Exhibit A*** and depicted on the attached ***Exhibit B***, both of which Exhibits are incorporated by reference ("**Purchase Parcel**").

C. MWD desires to sell the Purchase Parcel to City, and City desires to purchase the Purchase Parcel from MWD on the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Purchase and Sale.** MWD agrees to sell to City, and City agrees to purchase from MWD, the Purchase Parcel, on the terms and conditions set forth in this Agreement.

2. **Opening of Escrow.** Escrow shall be opened within fifteen (15) business days after the date of the Parties' execution of this Agreement. The "**Opening of Escrow**" shall be that date on which a fully executed copy of this Agreement is delivered to and accepted by Alix Graham, First American Title Insurance Company, whose contact information is telephone (602) 567-8141 and email: agraham@firstam.com ("**Escrow Agent**").

3. **Purchase Price.** The total purchase price to be paid by City to MWD shall be THREE MILLION THREE HUNDRED THOUSAND DOLLARS ($3,300,000), which shall be due and payable at Closing ("**Purchase Price**"). The full Purchase Price shall be deposited by City with Escrow Agent on or before the Close of Escrow.

4. **City Council and MWD Board Approval.** This Agreement is subject to approval by the Surprise City Council and the MWD Board of Directors, respectively. The Parties shall not be obligated to consummate the transaction contemplated hereby unless and until the Surprise City Council and MWD Board have formally approved this Agreement. Approval by the Surprise City Council shall be demonstrated only by the deposit of the full Purchase Price into escrow. If either City or MWD, do not obtain the requisite approvals as provided in this Section 4, then either City or MWD may cancel this Agreement at any time prior to the Close of Escrow with all funds deposited with Escrow Agent to be returned in full to City.

5. **Due Diligence.** For a period of forty-five (45) days after the Opening of Escrow ("**Feasibility Period**"), City shall have the right, at its sole cost and expense, subject to the insurance required by this Paragraph 5 and obtaining and delivering to MWD a certificate evidencing such insurance as required by this Paragraph 5, to enter upon, survey, and examine the Parent Parcel and the Purchase Parcel and any improvements thereon, including, but not limited to the physical condition of the Purchase Parcel, the availability of access, water, sewer, and other utilities and services to the Purchase Parcel and the costs of securing the same, the existence of hazardous or toxic substances or pollutants, and the zoning and applicable governmental regulations, statutes, and ordinances pertaining to the Purchase Parcel, at any time after the execution of this Agreement, with any agents, employees or representatives the City, including, without limitation, appraisers, contractors, consultants, engineers, and soil testing personnel ("**City's Agents**"). MWD shall permit access to the Parent Parcel and the Purchase Parcel to City and City's Agents, and MWD shall afford them the opportunity to conduct, prepare, and perform any surveys, appraisals, and any hydrological, topographical, environmental, feasibility, and other tests, studies, and reports upon the Purchase Parcel that City deems necessary or appropriate to assist it in determining whether the Purchase Parcel is appropriate for the purposes contemplated by City. Upon completion of all such tests, studies, and reports, City shall fill all holes produced by it and restore the Purchase Parcel to its condition existing prior to any tests or inspections. If City, in its sole and absolute discretion, determines during the Feasibility Period that the Purchase Parcel is not suitable for its purposes, City may terminate this Agreement at any time by written notice to MWD and Escrow Agent. In such event, any funds on deposit with Escrow Agent shall be returned by Escrow Agent to City, and the escrow will be terminated.

A. Prior to any entry onto the Parent Parcel or the Purchase Parcel, City shall provide MWD with a certificate confirming that City or City's Agents (i) has or have commercial general liability insurance covering the acts of City and City's Agents while on or about the Parent Parcel or the Purchase Parcel of at least $1,000,000 per occurrence and $2,000,000.00 aggregate, naming MWD as an additional insured, and (ii) workmen's compensation and employers liability insurance as required by law, such certificate of insurance and insurance otherwise to be in form and substance reasonably acceptable to MWD.

B. Subject to the scope and coverage limits of the insurance required (above) to be obtained by City, City shall indemnify, protect, defend, and hold MWD harmless for, from and against any and all claims, costs, fees, or liability of any kind arising out of the acts of City or City's Agents pursuant to this Paragraph 5, except that City shall have no obligation to indemnify MWD for its own negligent conduct or willful misconduct in regard to the Parent Parcel or the Purchase Parcel, and City shall have no liability for discovery of pre-existing conditions (e.g., City shall not be responsible for remediating environmental contamination discovered by City).

6. **Water Rights.** At the Close of Escrow, MWD shall, without further act, be deemed to have assigned, transferred, conveyed, and set over unto City all of the grandfathered, irrigation, or other water rights, if any, with respect to the Purchase Parcel, and MWD agrees, if so requested by City or required by any governmental entity, to make, execute, and deliver an assignment of or deed to such rights in such form as City (or any applicable governmental entity) may reasonably require after Close of Escrow to evidence the same.

7. **Completion of Land Division.** After this Agreement has been executed by both Parties and approved respectively by the Surprise City Council and the MWD Board of Directors, MWD shall initiate with City's Community Development Department an application for a minor land division to legally separate the Purchase Parcel from the Parent Parcel. The minor land division application shall be reviewed and approved by City at no charge to MWD and notice of the approved minor land division shall be provided to the Maricopa County Assessor in accordance with applicable law. MWD, in its discretion, may request that the minor land division include further division of the Parent Parcel, as permitted by the Surprise Land Development Ordinance. Notwithstanding anything to the contrary herein, if the minor land division is not completed or approved prior to Close of Escrow then a) such failure shall not be deemed a default by either Party under this Agreement and it shall not be a basis for terminating this Agreement; b) MWD shall use commercially reasonably efforts to complete to the minor land division after Close of Escrow according to the terms described in this Section 7; c) the Parties shall cooperate post-Close of Escrow to compete the minor land division; and d) this Section 7 shall survive Close of Escrow.

8. **Closing /Status of Title.** The escrow established hereby shall close on or before the later of expiration of the Feasibility Period and the completion of the land division required by Paragraph 7 or the 60th day following the Opening of Escrow, unless the Parties agree in writing to a different date ("**Closing**" or "**Close of Escrow**"). Notwithstanding the foregoing, Close of Escrow shall in no event occur later than July 30, 2022. Closing shall be contingent upon the satisfaction of the terms and conditions precedent set forth herein, and City's review and approval of the condition of title, including without limitation existing encumbrances and all other matters shown on the preliminary title report, such that City is assured of the transfer of fee title. If City's review of the title commitment discloses any objectionable matter, City shall notify MWD in writing and MWD shall have ten (10) business days after receipt of such notice from City in which to elect to a) remove or otherwise cure any such objectional items noted by City or b) not to cure such objectional items noted by City. Effective as of the Close of Escrow, Escrow agent shall, at City's cost, provide to City an Owner's Policy of the title insurance of City's choice issued by title insurer in the amount of the total Purchase Price and insuring City as the owner of fee simple title to the Purchase Parcel, subject only to those exceptions as City shall have approved in writing.

9. **Closing Items.** At Close of Escrow, the following items shall be paid or provided (unless MWD and City otherwise agree), as applicable:

A. There will be no proration of taxes at Close of Escrow as both Parties are political subdivisions of the state of Arizona and are tax exempt entities.

B. City shall pay the cost of the title policy. MWD shall pay the cost of any endorsements provided to remove any title objections.

C. Escrow Agent's customary escrow, recording, documentary stamp, and other fees shall be divided and borne in accordance with the usual practices at the office of Escrow Agent.

D. MWD shall pay in full any liens, assessments, or other monetary encumbrances to which the Purchase Parcel is subject at Closing.

E. The Purchase Parcel shall be conveyed by Special Warranty Deed, in the form attached hereto as *Exhibit C*, which shall be deposited into escrow prior to the Close of Escrow.

F. MWD shall convey a General Assignment, in the form attached hereto as *Exhibit D*, which shall be deposited into escrow prior to the Close of Escrow.

G. MWD shall deliver the Non-Foreign Person Affidavit, attached hereto as *Exhibit E*, into escrow prior to the Close of Escrow.

H. Possession of the Purchase Parcel shall be delivered to City as of the Close of Escrow.

10. **MWD Representations.** MWD, as seller, covenants, represents, and warrants to City, as buyer, as follows:

A. To MWD's knowledge and except as otherwise disclosed in any environmental report regarding the Purchase Parcel, no hazardous waste or substance, adverse environmental conditions or other legal noncompliance situations exist on or with respect to the Purchase Parcel. To MWD's knowledge, and except as otherwise disclosed in any environmental report regarding the Purchase Parcel, MWD has not received notice that the Purchase Parcel is in violation of, nor has it been or is it currently under investigation for violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions in, at, on, or under or about the Purchase Parcel, including soil and groundwater conditions.

B. To MWD's knowledge and except as may be disclosed in the title commitment, no unrecorded leases, easements or access agreements exist on or with respect to the Purchase Parcel.

C. MWD is the owner of the Parent Parcel and the Purchase Parcel and, subject to the approval requirement in Paragraph 4, above, has full power and authority to enter into and perform this Agreement in accordance with its terms.

D. The individual executing this Agreement is authorized to do so and, upon executing this Agreement, this Agreement shall be binding and enforceable upon MWD in accordance with its terms.

E. To MWD's knowledge, there are no (i) claims, actions, suits, condemnation actions, or other proceedings pending or threatened by any entity regarding the Purchase Parcel, (ii) approvals, permits, easements, rights-of-way, zoning changes, uses, or rights that have been denied or may be denied, by any governmental department or agency regarding the Purchase Parcel, or (iii) notices of violation of

any law, statute, government regulation, or requirement received by MWD, that in any manner or to any extent may materially and adversely affect the Purchase Parcel.

F. To MWD's knowledge there are no existing formal or informal agreements, understandings, or arrangements with any government authority regarding any conditions to the current or future zoning or use of the Purchase Parcel, and there are no commitments or requirements for dedications or payments of funds for municipal improvements or other matters.

G. All taxes of any kind or nature which are or could become a lien against the Parent Parcel or the Purchase Parcel (including, but not limited to, income, employment, construction, transaction, privilege taxes, use, and real or personal property taxes) have been and will be paid current through the Close of Escrow.

H. MWD acknowledges and agrees that, except as may otherwise be specified in this Agreement, the risk or loss of damage to the Purchase Parcel until the Close of Escrow shall be borne by MWD, not City.

11. **City Representations.** City, as buyer, covenants, represents, and warrants to MWD, as seller, as follows:

A. Subject to the approval requirement in Paragraph 4, above, City has full power and authority to enter into and perform this Agreement in accordance with its terms.

B. The individual executing this Agreement is authorized to do so and, upon executing this Agreement, this Agreement shall be binding and enforceable upon City in accordance with its terms.

C. City acknowledges that consummation of this transaction shall constitute its acknowledgement that it has independently inspected and investigated the Purchase Parcel and has made and entered into this Agreement based upon such inspection and investigation and its own examination of the condition of the real property and agrees to accept the Purchase Parcel in its present condition "AS IS."

12. **Due Diligence Materials.** Within five (5) business days after opening of Escrow, MWD shall deliver to City the copies of the following documents regarding the Purchase Parcel, in its possession or control, if any: correspondence, reports, surveys, studies, documents, approvals, drawings, plats, plans, specifications, filings, or similar writings pertaining to the Parent Parcel or the Purchase Parcel or the development thereof, including, but not limited to, any reports pertaining to drainage, soil, flood, hazardous or toxic substances or pollutants, archaeological or environmental conditions, as well as any drawings, plans, and specifications for utilities or roadways, and approvals received from any city or agency. Any such items not in MWD's possession concurrently with the execution hereof but that come into MWD's possession prior to the Close of Escrow shall be delivered immediately to City.

13. **As-Is Sale**. CITY FURTHER COVENANTS, REPRESENTS AND WARRANTS THAT IT IS AN EXPERIENCED REAL ESTATE INVESTOR AND HAS THE EXPERIENCE AND ABILITY TO INVESTIGATE THE PARENT PARCEL AND THE PURCHASE PARCEL

AND TO DETERMINE WHETHER THE PURCHASE PARCEL IS SUITABLE FOR CITY WITHOUT NEEDING TO RELY ON ANY REPRESENTATIONS FROM MWD OTHER THAN THE REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY STATED IN THIS AGREEMENT OR IN THE DEED (THE "**EXPRESS REPRESENTATIONS**"). EXCEPT FOR THE EXPRESS REPRESENTATIONS, MWD IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PURCHASE PARCEL, ITS PHYSICAL CONDITION OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PURCHASE PARCEL, AND THE PURCHASE PARCEL IS BEING CONVEYED AND TRANSFERRED TO CITY "AS IS, WHERE IS AND WITH ALL FAULTS." MWD DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY. EXCEPT FOR THE EXPRESS REPRESENTATIONS, BY CLOSING HEREUNDER, CITY RELEASES MWD AND ITS AFFILIATES FROM ANY AND ALL LIABILITY, COST, EXPENSE, OBLIGATIONS OR CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN AND WHETHER EXISTING NOW OR ARISING IN THE FUTURE, RELATED TO, ARISING FROM OR REGARDING THE CONDITION OF THE PURCHASE PARCEL AND FROM ALL OBLIGATIONS UNDER CERCLA OR ANY OTHER STATE, FEDERAL OR LOCAL ENVIRONMENTAL OR OTHER LAW CONCERNING THE PURCHASE PARCEL AND, EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS, WAIVES ANY RIGHT TO HOLD MWD AND ITS AFFILIATES RESPONSIBLE FOR ANYTHING WHICH OCCURRED PRIOR TO CLOSING WITH REGARD TO THE CONDITION OF THE PURCHASE PARCEL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PARAGRAPH 13, CITY DOES NOT WAIVE ANY RIGHTS TO HOLD MWD AND ITS AFFILIATES RESPONSIBLE FOR, AND NOTHING IN THIS PARAGRAPH 13 SHALL RELEASE MWD AND ITS AFFILIATES FROM, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF MWD'S FRAUD OR MWD'S BREACH OF THIS AGREEMENT.

14. **Successors.** This Agreement shall be binding upon and insure to the benefit of the successors and assigns of MWD; provided that MWD shall not sell, convey, assign, lease, or otherwise transfer all or any part of the Purchase Parcel, or cause or permit any new liability, encumbrance, or obligation to be placed or imposed upon all or any part of the Purchase Parcel from the Effective Date until the Close of Escrow without the prior written consent of City.

15. **Further Documents.** Each Party will execute and deliver such further instruments and documents (the "**Closing Documents**"), including escrow instructions (provided that in the event of any conflict or inconsistency between any such escrow instructions and this Agreement, the provisions of this Agreement shall prevail), and do any and all other acts in order to carry out the intent and purpose of this Agreement.

16. **Governing Law, Venue, Attorneys' Fees, Business Days.** This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of Arizona. The venue for any legal action shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. No Party shall be entitled to recover any of its attorneys' fees, expert witness fees, litigation related expenses, or other court costs from the other Party incurred in regard to any legal action, but each Party shall bear its own attorneys' fees, expert witness fees, litigation related expenses, and court costs, whether the same

is resolved through mediation, litigation in court, or otherwise. For the purposes of this Agreement, a "business day" shall mean a City of Surprise business day and, if any date for performance under this Agreement falls on any day other than a business day, the date for such performance shall be extended to the next occurring business day.

17. **Remedies.** The only legal or equitable remedies available to the Parties under this Agreement shall be as set forth below:

A. If City fails to deposit any payment due hereunder in the time and manner set forth in this Agreement or to perform when due any other act required by this Agreement, MWD may give written notice to City and Escrow Agent of City's default. City shall have five (5) business days to cure any such default, and in the event the default has not been cured within five (5) business days, Escrow Agent is instructed to cancel the escrow.

B. If MWD fails to perform when due any act required by this Agreement to be performed, City may give written notice to MWD and Escrow Agent of MWD's default. MWD shall have five (5) business days to cure any such default; and in the event the default has not been cured within such five (5) business days, City's sole and exclusive remedy shall be to either: (i) waive such breach and close the transaction; or (ii) seek to specifically enforce this Agreement with sixty (60) days after the expiration of the five (5) business day notice and cure period in this Paragraph, or (iii) cancel this Agreement and the escrow, such cancellation to be effective immediately upon City giving written notice of cancellation to MWD and Escrow Agent. Upon such cancellation, City shall be entitled to a return of all monies that have been deposited into escrow, along with all interest earned thereon, and Escrow Agent is hereby instructed to deliver any such sums deposited in escrow to City.

18. **Notice.** All notices required or permitted under this Agreement shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, by reputable commercial overnight courier service or sent by e-mail, to the following addresses provided below. Any notice of default given by e-mail, must also be delivered another means listed in this Paragraph 18.

To "City":

City Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, Arizona 85374
E-mail:Bob.Wingenroth@surpriseaz.gov

With copy to:

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374
E-mail:Robert.Wingo@surpriseaz.gov

To "MWD":	Maricopa Water District Attn: Property and Contracts Manager P.O. Box 900 Waddell, Arizona 85355 E-mail: chrisc@mwdaz.com
With copy to:	Maricopa Water District Attn: General Manager P.O. Box 900 Waddell, Arizona 85355 E-mail: glenv@mwdaz.com Gammage & Burnham PLC 40 North Central Avenue, 20th Floor Phoenix, Arizona 85004 Attn: Pamela G. Georgelos, Esq. E-mail: pgeorgelos@gblaw.com
To "Escrow Agent":	First American Title Company Attn: Alix Graham 2425 East Camelback Road, Suite 300 Phoenix, Arizona 85016 E-mail:agraham@firstam.com

19. **Assignment; Binding Effect.** Neither Party may assign or otherwise transfer any of its rights under this Agreement, without the prior written consent of the other Party. Any attempted assignment or transfer that has not been consented to shall be null and void. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

20. **Waiver.** No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Either Party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

21. **Time.** Time is of the essence of this Agreement.

22. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

23. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, and electronic or facsimile signatures shall be treated as original signatures.

24. **Severability.** Every provision of this Agreement is intended to be severable. If any portion of this Agreement is determined to be illegal or invalid for any reason by a court of competent jurisdiction, such determination shall not affect the validity or legality of the remainder of this Agreement.

25. **Entire Agreement.** This Agreement, together with the recitals and the attached exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by City and MWD.

26. **Statutory Cancellation.** In addition to other rights hereunder, City shall have the rights specified in A.R.S. § 38-511 to cancel this Agreement for conflict of interest.

27. **Survival of Representations and Warranties.** Each warranty and representation (i) must be true and accurate in all material respects as of the date of this Agreement, (ii) constitutes a material part of the consideration for this Agreement, and (iii) shall survive Close of Escrow for one year and then terminate.

28. **Brokerage Commission.** If, and only if the Closing occurs, then MWD will pay a commission to Arizona Land Advisors, LLC dba Land Advisors Organization, which represents MWD ("**Broker**"), pursuant to a separate agreement between MWD and Broker. Broker has only represented MWD in this transaction and has not represented City. Each party hereto represents and warrants to the other that it has not employed any other broker or finder other than Broker in connection with the transaction contemplated by this Agreement and it has not made any agreement with any broker or finder other than as stated above. MWD shall indemnify, defend and hold City harmless for, from and against all liability and expense, including, without limitation, reasonable attorneys' fees, arising from failure to pay the commission referenced above or any claim by a broker, agent or finder for commissions, finder's fees or similar charges, because of any act of MWD. Other than with regard to the commission payable above, City shall indemnify, defend and hold MWD harmless for, from and against all liability and expense, including, without limitation, reasonable attorneys' fees, arising from any claim by any broker, agent or finder for commissions, finder's fees or similar charges, because of any act of City. Notwithstanding any provision herein to the contrary, the obligations of the parties pursuant to this Paragraph 28 shall survive the Closing and any termination hereof.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, City and MWD have executed this Agreement to be effective as of the Effective Date set forth above.

"**CITY**"

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____
Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

_____
Robert Wingo

"**MWD**"

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMER ONE, a political subdivision of the State of Arizona

By: _____
Name: Glen Vortherms
Title: General Manager

Accepted by Escrow Agent:

Escrow Agent hereby (i) declares that the Opening of Escrow has occurred as of the date set forth below Escrow Agent's signature, (ii) agrees to hold and disburse any earnest money, if any, in strict accordance with this Agreement, and (iii) agrees to be bound by the provisions of the Agreement and to perform its obligations as set forth herein in accordance with the terms hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:_____

Its:_____

("**Opening of Escrow**"): _____, 2022

Exhibit A

Legal Description

Purchase Parcel

[See Attached]

EXHIBIT "A"

DESCRIPTION

CITY PARK PARCEL

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 15, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

BEGINNING at the southwest corner of said Section 15, from which the West Quarter Corner of said Section 15 lies North 00°05'32" West 2634.72 feet;

Thence along the west line of the Southwest Quarter of said Section 15 North 00°05'32" West 1229.75 feet;

Thence departing said line South 89°54'07" East 687.12 feet;

Thence South 00°05'53" West 1228.82 feet to the south line of said Southwest quarter of Section 15;

Thence along said south line North 89°58'44" West 683.04 feet to the POINT OF BEGINNING.

Containing 19.3334 acres, more or less.

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

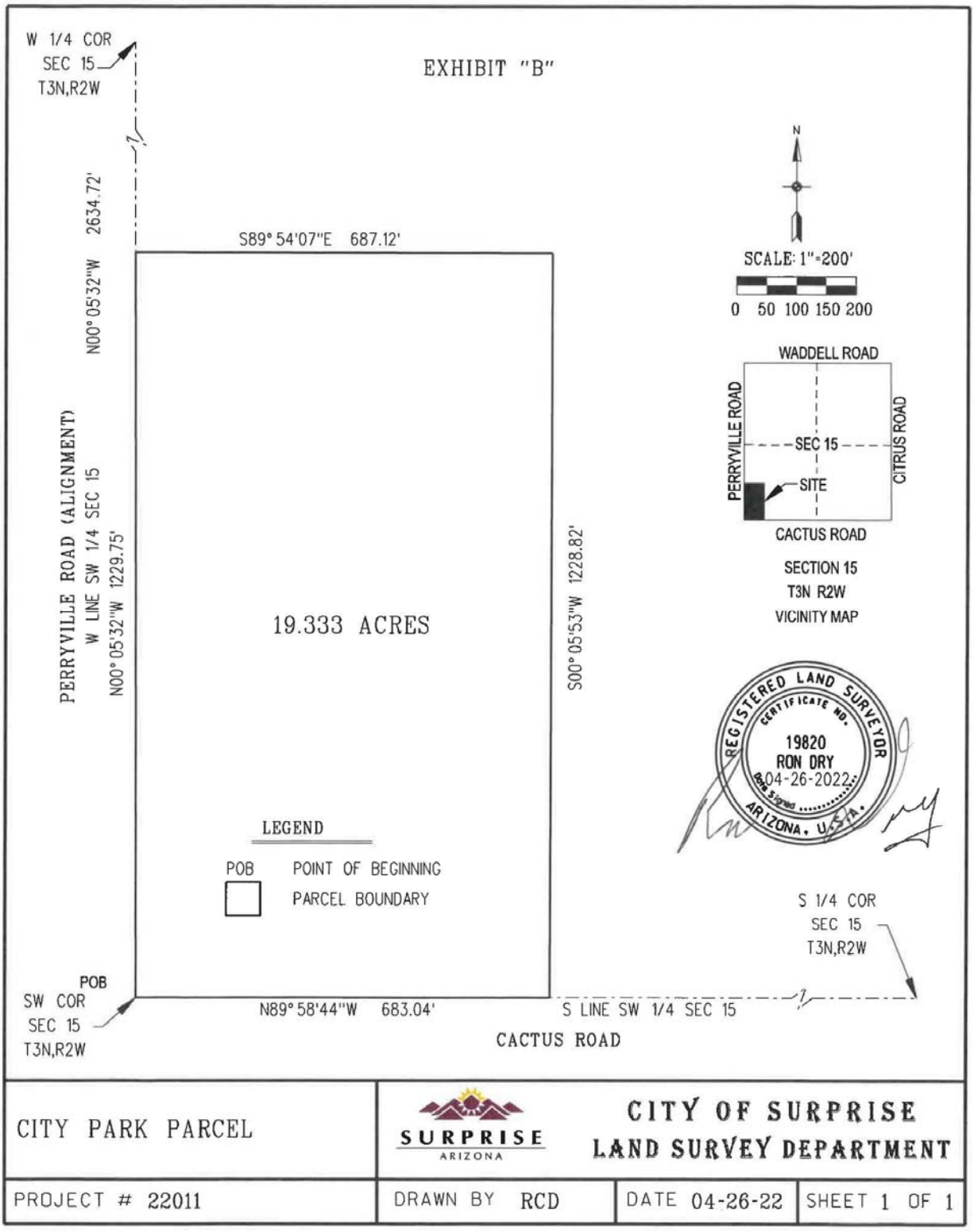
End of description

Exhibit B

Depiction

Purchase Parcel

[See Attached]



CITY PARK PARCEL	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT # 22011	DRAWN BY RCD	DATE 04-26-22	SHEET 1 OF 1

Exhibit C

Special Warranty Deed

When recorded, return to:

City of Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

Exempt from filing an Affidavit
of legal value, A.R.S. § 11-113(A)(3)

SPECIAL WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE**, a political subdivision of the State of Arizona ("**Grantor**"), hereby grants, sells and conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation ("**Grantee**"), the real property located in Maricopa County, Arizona, and more particularly described on Exhibit A attached hereto (the "**Land**"), together with all improvements thereon and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, all right, title, and interest of Grantor, if any, in and to adjacent streets, alleys, easements, and rights-of-way, and other rights and privileges appurtenant to or benefiting the Land, any strips, gores, or gaps between the Land and adjacent properties, any water, water rights, and well rights, and all mineral rights not previously reserved (collectively, the "**Property**");

SUBJECT ONLY TO current taxes and assessments and all matters of record, and all matters that would be disclosed by an accurate ALTA/ACSM survey or inspection of the Property, Grantor hereby binds itself and its successors to warrant and defend title to the Property against the acts of Grantor and no other.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of _____, 2022.

GRANTOR:

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE,

a political subdivision of the State of Arizona

By:_____
Name: Glen Vortherms
Title: General Manager

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Glen Vortherms, the General Manager of Maricopa County Municipal Water Conservation District Number One, a political subdivision of the State of Arizona, on behalf thereof.

_____

Notary Public

(Seal)

Exhibit A

Legal Description

EXHIBIT "A"

DESCRIPTION

CITY PARK PARCEL

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 15, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

BEGINNING at the southwest corner of said Section 15, from which the West Quarter Corner of said Section 15 lies North 00°05'32" West 2634.72 feet;

Thence along the west line of the Southwest Quarter of said Section 15 North 00°05'32" West 1229.75 feet;

Thence departing said line South 89°54'07" East 687.12 feet;

Thence South 00°05'53" West 1228.82 feet to the south line of said Southwest quarter of Section 15;

Thence along said south line North 89°58'44" West 683.04 feet to the POINT OF BEGINNING.

Containing 19.3334 acres, more or less.

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

End of description

Exhibit D

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is made as of this ___ day of October, 2021 (the "**Effective Date**"), by **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE**, a political subdivision of the State of Arizona ("**Assignor**") to **CITY OF SURPRISE**, an Arizona municipal corporation ("**Assignee**").

RECITALS

A. Pursuant to that certain Real Estate Purchase Agreement, dated as of _____, 2022, between Assignor and Assignee (as may have been amended from time to time, the "**Contract**"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property described on Exhibit A attached hereto (the "**Property**") under the terms and conditions more fully set forth in the Contract.

B. In connection with the transfer of the Property, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the Assigned Property (as hereinafter defined).

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the following, but only to the extent same are assignable and pertain to the Property (the "**Assigned Property**"):

(a) all plans, specifications, studies, plats, assessments, agreements, reports, and surveys including, without limitation, those specifically listed and described on Exhibit B attached hereto (as the same may be amended or updated), to the extent that they relate to the Property, the subdivision thereof and/or any improvements serving the Property, together with all transferable warranties applicable thereto;

(b) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure;

(c) all licenses, permits, governmental approvals and authorizations, utility commitments, utility rights (including rights to capacity or service), development rights or other similar rights, inclusive of all reimbursements, repayments, deposits, and prepaid impact fees, impact fee credits and other similar development credits; and

(d) all other rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

2. Non-Assumption. This Assignment does not constitute an assumption of any liability or obligation by Assignee, nor shall it be deemed to impose on Assignee any liability or obligation.

3. Additional Agreements. Assignor and Assignee shall use commercially reasonable efforts to perform such further acts and execute, have acknowledged and delivered to the other or to any third party, as appropriate, any and all further documents or instruments reasonably necessary in order to carry out the intent and purpose of this Assignment.

4. Binding Effect. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Construction; Definitions. This Assignment shall be construed according to Arizona law. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Contract.

6. Severability. In the event that any portion of this Assignment shall be deemed illegal or null or void, the remaining portions of this Assignment shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by law.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE,

a political subdivision of the State of Arizona

By:_____
Name: Glen Vortherms
Title: General Manager

Exhibit A

Legal Description of the Property

EXHIBIT "A"

DESCRIPTION

CITY PARK PARCEL

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 15, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

BEGINNING at the southwest corner of said Section 15, from which the West Quarter Corner of said Section 15 lies North 00°05'32" West 2634.72 feet;

Thence along the west line of the Southwest Quarter of said Section 15 North 00°05'32" West 1229.75 feet;

Thence departing said line South 89°54'07" East 687.12 feet;

Thence South 00°05'53" West 1228.82 feet to the south line of said Southwest quarter of Section 15;

Thence along said south line North 89°58'44" West 683.04 feet to the POINT OF BEGINNING.

Containing 19.3334 acres, more or less.

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

End of description

Exhibit B

List of Assigned Plans, etc.

NONE

Exhibit E

NON-FOREIGN PERSON AFFIDAVIT

NON-FOREIGN PERSON AFFIDAVIT

THIS AFFIDAVIT is made this ____ day of _____, 2022, by **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE**, a political subdivision of the State of Arizona (the "**Transferor**"), for the benefit of **CITY OF SURPRISE**, an Arizona municipal corporation ("**Transferee**").

Section 1445(a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "**Code**"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee that withholding of tax is not required upon the disposition by Transferor of an interest in the Property described on Exhibit A hereto, the undersigned hereby certifies the following on behalf of Transferor:

(i) Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate or other foreign person (as those terms are defined in the Code and Income Tax Regulations);

(ii) Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Code;

(iii) Transferor's U.S. Employer Identification Number or Social Security Number, as applicable, is _____; and

(iv) Transferor's address is _____ _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

[Remainder of page intentionally left blank.]

Under penalties of perjury, the undersigned declares that he has examined this certification and, to the best of his knowledge and belief, it is true, correct and complete, and the undersigned further declares that he has authority to sign this document on behalf of Transferor.

TRANSFEROR:

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE,
a political subdivision of the State of Arizona

By:_____
Name:_____
Title:_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Glen Vortherms, the General Manager of Maricopa County Municipal Water Conservation District Number One, a political subdivision of the State of Arizona, on behalf thereof.

_____
Notary Public

(Seal)