



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

Tuesday, December 6, 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

Internal

Benevilla will recognize the City of Surprise with a Business Leadership Award.

None

Bob Wingenroth
City Manager Office

F. City Clerk Report

G. Call To The Public

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|-----|------------|---|---|
| 1. | Internal | Consideration and action to approve the minutes for the November 15, 2022 Regular Council Work Session and the Regular Council Meeting. | None

Sherry Aguilar
City Clerk |
| 2. | District 3 | Consideration and action pertaining to approval of the final plat entitled, "Sterling Grove Shopping Center" and dated September 28, 2022, a property generally located at the northwest corner of Peoria Avenue and Cotton Lane; Case FS21-1000. | Trever Fleetham
Community
Development |
| 3. | District 1 | Consideration and action pertaining to approval of the final plat entitled, "Rancho Mercado Parcels A7 and A8" and dated July 12, 2022, located at the southeast corner of Happy Valley Road and 147 th Avenue; Case FS22-0515. | Chris Sexton
Community
Development |
| 4. | District 1 | Consideration and action pertaining to acceptance of two Special Warranty Deeds for the North and South Water Recharge Basins, respectively, and a Special Warranty Deed for a Well Site from Paloma Creek Water Coordinator, LLC . | Lloyd Abrams
Community
Development |
| 5. | District 1 | Consideration and action pertaining to acceptance of a Sewer Line Easement from Kent Xander and Wittrock Land 4 LLC, near San Ysidro and 156 th Avenue. | Lloyd Abrams
Community
Development |
| 6. | Internal | Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the City of Phoenix for automatic aid emergency dispatch services; Resolution #2022-113. | None

Brenden Espie
Fire - Medical |
| 7. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public improvements at Rancho Mercado Parcel A4, generally located South of Happy Valley Road and North of West McMicken Way; Resolution # 2022-112. | Kristin Tytler
Public Works |
| 8. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Bell Pointe II North, generally located at North Bell Pointe Boulevard and West Weatherby Drive; Resolution # 2022-107. | Kristin Tytler
Public Works |
| 9. | Citywide | Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment to move budget authority between projects and funds and inter-fund cash transfers and loans in order to close out the Fiscal Year; Resolution #2022-114. | Andrea Davis
Finance |
| 10. | District 6 | Consideration and action pertaining to approval of the Final Condominium Plat entitled, "Dominion Business Park, A Condominium" a property generally located on the west side of Litchfield Road, north of Peoria Avenue and south of Cactus Road; Case FS21-827. | Chris Sexton
Community
Development |
| 11. | District 3 | Consideration and action pertaining to approval of the Final Plat entitled, "AEO Powersports Plat" and dated October 07, 2022, a property generally located northwest | TANNER WESSEL |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|---|----------|---|---|
| 12. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 Budget by moving budget authority to establish the Arts, Culture & Library Department and establishment of a Transportation Department; Resolution #2022-117. | None

Bob Wingenroth
Andrea Davis
City Manager Office |
| I. Other Business and Future Agenda Items | | | |
| J. City Council Reports | | | |
| K. Executive Session | | | |

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

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

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

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

- L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: December 01, 2022 at 3:15 PM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE

PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 6, 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: December 6, 2022
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Bob Wingenroth, City Manager
District: Internal

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

Agenda Wording:

Benevilla will recognize the City of Surprise with a Business Leadership Award.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 6, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action to approve the minutes for the November 15, 2022 Regular Council Work Session and the Regular Council Meeting.

Motion:

I move to approve the minutes for the November 15, 2022 Regular Council Work Session and the Regular Council Meeting.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 11152022 Work Session Minutes
 2. 11152022 Regular Council Meeting Minutes
-

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

Tuesday, November 15, 2022 @ 5:00PM

- **A. Call To Order**

- Mayor Hall called the Regular Council Work Session to order on November 15, 2022 at 5:00 p.m. at the Surprise City Hall located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374.

- **B. Roll Call**

In attendance with Mayor Hall were Vice-Mayor, Aly Cline; Councilmembers Jack Hastings, Ken Remley, Patrick Duffy, Roland Winters and Chris Judd.

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

Kathy Ferris with the ASU Morrison Institute for Public Policy, assisted Michael Boule, Assistant Director, Utility Operations with a detailed powerpoint presentation.

Councilmember Winters thanked staff for the presentation and asked about exemptions for residential multi families and the water allocation issue in Scottsdale.

Ms. Ferris clarified the Scottsdale water situation.

Councilmember Judd asked for clarification on the Surprise service area, that is not all of Surprise, correct? Mr. Boule commented that this is correct, about 2/3 of the Surprise area are with other water providers. He also asked about water conservation water usage.

Mayor Hall asked about Assured Water Supply and the allocation process.

Councilmember Winters inquired about the possibility of Desalination. Ms. Ferris covered the basics for this topic and highlighted the expense using this system.

Councilmember Remley asked for clarification on the slide relating to exemptions, is it less than 6 lots, then you don't need a certificate? What about regulations for bottling companies and City's reserves.

Vice-Mayor Cline asked about the plan for if the City exceeds the allotted water allocations. What happens if we do exceed this allocation? Mr. Boule explained the

process that includes 7 steps of criteria to justify to the Arizona Department of Water Resources to adjust our plan if needed.

Councilmember Judd commented that the reason he wanted this work session is to identify the holes in our City with water usage and how are we addressing the big industrial companies that are coming in around our City. What is the reason that private water companies do not have to do the designation of assured water supply? Ms. Ferris commented that basically because the law doesn't require it.

Councilmember Duffy asked about the 6 lot splits contingency.

Mayor Hall thanked Ms. Ferris and Mr. Boule for their presentation.

L. Adjournment

Councilmember Winters made the motion to adjourn the Regular Council Work Session of November 15, 2022 @ 5:57 p.m. Seconded by Vice-Mayor Cline. Motion carried to adjourn.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, November 15, 2022.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, November 15, 2022 @ 6:00PM

- **A. Call To Order**

Mayor Hall called the Regular Council Meeting to order on November 15, 2022 at 6:12 p.m. at the Surprise City Hall located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374.

- **B. Roll Call**

In attendance with Mayor Hall were Vice-Mayor, Aly Cline; Councilmembers Jack Hastings, Ken Remley, Patrick Duffy, Roland Winters and Chris Judd.

- **C. Pledge of Allegiance**

- **The Pledge was led by Imagine Prep Middle School Student Council.**

D. Proclamation/Community Acknowledgments: Senator Rick Gray Acknowledgment

Mayor Hall read aloud the proclamation and offered a key to the City to Senator Rick Gray.

E. City Manager Report

Youth Council reports from Maya Calugaru, 11th grade student from Canyon View High School and Amaya Smith 10th grade, home schooled.

- **2. Oath of Office - Fire Chief, Brenden Espie**

City Manager Wingenroth announced that Brenden Espie has been selected as the City's Fire Chief and gave a brief history on Fire Chief's in the department.

City Clerk, Sherry Ann Aguilar conducted the Oath of Office for Fire Chief Espie.

- **G. Call To The Public**

Linda Cabrera - Update on the Surprise Community Garden

1. CONSENT AGENDA:

Councilmember Winters made the motion to approve the items on the Consent Agenda. Vice-Mayor Cline seconded the motion. 7 yes votes, motion carried.

1. Consideration and action to approve the Regular Council Meeting Minutes of November 1, 2022.

2. Consideration and action accepting a Quit Claim Deed from Henry and Patricia Conklin for Rights-of-Way along Waddell near 143rd Avenue.

3. Consideration and action declaring the intention to establish the lighting improvement district known as City of Surprise, Arizona, SU-WINDSTNERNCH205 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution # 2022-75.

4. Consideration and action declaring the intention to establish the lighting improvement district known as City of Surprise, Arizona, SU-BONITARNCH204 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution # 2022-73.

5. Consideration and action pertaining to approval of the Final Plat entitled, "Bonita Ranch" and received September 14, 2022, a property generally located south of Jomax Road and west of 147th Avenue.

6. Consideration and action to approve the Council Meeting dates for 2023.

7. Consideration and action pertaining to approval of the Final Plat entitled, "Heritage Asante – Parcel 8 and dated September 2022, a property generally located west of Asante Blvd. and south of Pat Tillman Blvd; Case FS22-0590.

8. Consideration and action pertaining to a zone change from Community Commercial (C-2) to Residential High Density (R-3) on an approximately 12.82 acre property generally located on the southwest corner of Mountain View Blvd. and White Horse Trail; Ordinance # 2022-24.

City Planner, Leslie Carnie gave a powerpoint presentation on this item.

Applicant Carolyn Oberholtzer Bergin, Frakes, Smalley & Oberholtzer, PLLC did a separate powerpoint presentation on this item.

Council Questions/Comments:

Councilmember Winters asked if the proposed development would be age restricted? Ms. Bergin commented that no it is not age restricted.

Councilmember Remley commented that this item is coming before us on appeal, it was rejected by the Planning & Zoning Commission recently. I Would like to hear more about the 81 people that spoke against this project at that meeting.

Community Development Director, Lloyd Abrams commented on the public comments received at that meeting, he mentioned that the same concerns were addressed in the emails.

Mayor Hall asked if the Planning & Zoning Commission members had this report? City Planner Carnie commented, No sir, not at the time. The traffic analysis was made available to the City Council.

Councilmember Hastings asked for clarification, this has to come to us anyways for consideration, correct? Lloyd Abrams confirmed that this is correct. A recommendation to City Council. It's the applicants choice if they want to continue, or stop the process.

Councilmember Hastings asked for the history on this project. I disagree with this part of the project, not all commercial is equal. The cut through traffic through Summerfield is a serious problem. He asked staff to go back to the traffic study for a moment. I don't want to be a part of making this worse and further commented that he will not support this project.

Councilmember Winters commented that sometimes we can't sell the commercial properties, will it sit like that forever? What options do we have.

Mayor Hall asked for the traffic analysis again and commented on the report indicating 1,175 in both directions. The traffic is coming from Outback, Trader Joe's, Texas Roadhouse, to name a few businesses in this area.

Dawn Cartie, Syntec for traffic analysis. Clarified the numbers on the report and what they did for conclusion of the data.

Mayor Hall asked for an explanation of the setbacks, a side covered this information.

Councilmember Duffy asked for clarification on how many units were built in the Christopher Todd development close by and the impact of traffic it is having on the area.

Councilmember Winters asked for clarification on the water storage?

Councilmember Judd had questions about the Economic Development study. What is your primary metric for measuring?

Councilmember Remley commented that traffic seems to be the biggest issue tonight, I have serious problems in how you came up with these projections in the traffic study and asked how we can reduce traffic and fix this.

Public Work Director, Kristen Tytler explained traffic analysis and controlling traffic in this designated area. It is difficult to gate a community there are issues with this, the roadway is a public street, therefore, the City would not be able to close this access for public safety reasons.

Public Comments:

Donna Lyda, a Sun Village resident spoke in opposition of this project.

Karen Coggins, a Sun Village resident spoke in opposition of this project.

Michael Villamaino, a Sun Village resident spoke in opposition of this project.

Jeannie Enders, a resident of Summerfield at Litchfield and an HOA Board Member opposes the rezone request.

Bill Horton, President of Sun Village Homeowner's Association. 94% of the

residents are not in favor of this zoning change.

Mary Harden, opposed to the zoning for this project.

Bonnie Dean, a Sun Village resident spoke in opposition of this project.

Rudy Dean, a Sun Village resident spoke in opposition of this project.

Keli Price spoke in opposition to the rezone request.

William Coggins spoke in opposition to the rezone request.

Mayor Hall asked for an explanation on the negative Yelp reviews that was mentioned earlier.

Mayor Hall closed the public hearing.

Councilmember Winters made the motion to approve Ordinance 2022-24 with the stipulation of including buildings within 40 feet of the southern border of the property will not exceed 29 feet in height. Mayor Hall seconded the motion. 3 yes votes (Mayor Hall, Councilmember Winters and Councilmember Judd), 4 no votes (Vice-Mayor Cline, Councilmember Hastings, Councilmember Duffy & Councilmember Remley). Motion failed.

9. Consideration and action pertaining to approval of The Third Amendment to the Broadstone Ranch Pre-Annexation Development Agreement between the City of Surprise and Elliott Homes, Inc.; Resolution #2022-110.

Community Development Director, Lloyd Abrams gave a powerpoint presentation on this item. The request is to extend the development agreement for one year.

Councilmember Remley asked about a section on the map that is not included in the proposed development. Lloyd identified it is another project that is not in the City yet.

Mayor Hall commented that this project started in 2007, 15 years ago.

Councilmember Winters asked if this project is in Wittmann or Maricopa County? Mr. Abrams confirmed the County.

Vice-Mayor Cline asked for clarification on the rules for annexation and county

islands. Mr. Abrams addressed this in accordance with state statutes.

Vice-Mayor Cline made the motion to approve Resolution 2022-110.
Councilmember Hastings seconded the motion. 7 yes votes. Motion carried.

10. Consideration and action pertaining to authorizing submission of the Request for Exemption from posting deposit to the Industrial Commission of Arizona.

City Attorney Wingo gave a brief summary for this item and commented this is a routine item that needs annual approval.

Vice-Mayor Cline made the motion to approve this item. Councilmember Hastings seconded the motion. 7 yes votes, motion carried.

- I. Other Business and Future Agenda Items

No items received.

- **J. City Council Reports**

Councilmember Judd - Water Resources Director, Lee Lambert retiring and taking a job in CA; toured ASU West; ribbon cutting Merico builders; white tanks big horn sheep, 4th confirmed sighting.

Councilmember Winters - Merico builders; Lee Lambert retirement party;

Vice-Mayor Cline - Attended The Grand Meeting, very well attended; next meeting will be held on Tuesday, November 22nd @ 6 p.m.

Councilmember Hastings - Veterans Day Parade; Meet and Greet tomorrow 6 p.m. at State 48;

Councilmember Remley - Nice Veteran's Day Parade, 10,000 people attended; Fiesta Grande; GAIN Night; Surprise Founder's Day, 4 events in the year.

Councilmember Duffy - Wish everyone a Happy Thanksgiving.

Mayor Hall - Surprise Party, Founder's Day Saturday, December 3rd from 2 to 9 and Sunday December 4th (Carnival); Thursday, December 8th - Deck the Holiday Event at the Senior Center.

K. Executive Session

No Executive Session held.

- **L. Adjournment**

Vice-Mayor Cline made the motion to adjourn the Regular Council Meeting of November 15, 2022 @ 8:52 p.m. Seconded by Councilmember Winters. Unanimous yes vote 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, November 15, 2022.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 6, 2022

Contact Person: Trever Fleetham, PLANNER
SENIOR

Submitting Department: Community Development District: District 3

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, "Sterling Grove Shopping Center" and dated September 28, 2022, a property generally located at the northwest corner of Peoria Avenue and Cotton Lane; Case FS21-1000.

Motion:

I move to approve the final plat entitled "Sterling Grove Shopping Center" and dated September 28, 2022.

Background:

Trevor Cohen of Common Bond Development Group seeks approval of a Final Plat for a development known as the Sterling Grove Shopping Center within the Prasada Planned Area Development (PAD). The applicant seeks to subdivide the 54-acre parcel into 12 lots to accommodate an associated commercial development, as well as future residential development to the north and west. A total of 5.27 acres of right-of-way is to be dedicated to this plat for the Peoria Avenue and Cotton Lane roadways.

Objective Analysis:

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

Policy Compliant:

The requested Final Plat 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 - FS21-1000 Sterling Grove Shopping Center Final Plat - Staff Report 120622 CC
 2. 01 - FS21-1000 Sterling Grove Shopping Center Final Plat - Vicinity Map
 3. 02 - FS21-1000 Sterling Grove Shopping Center Final Plat - Zoning Map
 4. 03 - FS21-1000 Sterling Grove Shopping Center Final Plat - Plat
 5. 04 - FS21-1000 Sterling Grove Shopping Center Final Plat - Landscape Plan
 6. FS21-1000 Sterling Grove Shopping Center Final Plat - Presentation 120622 CC
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

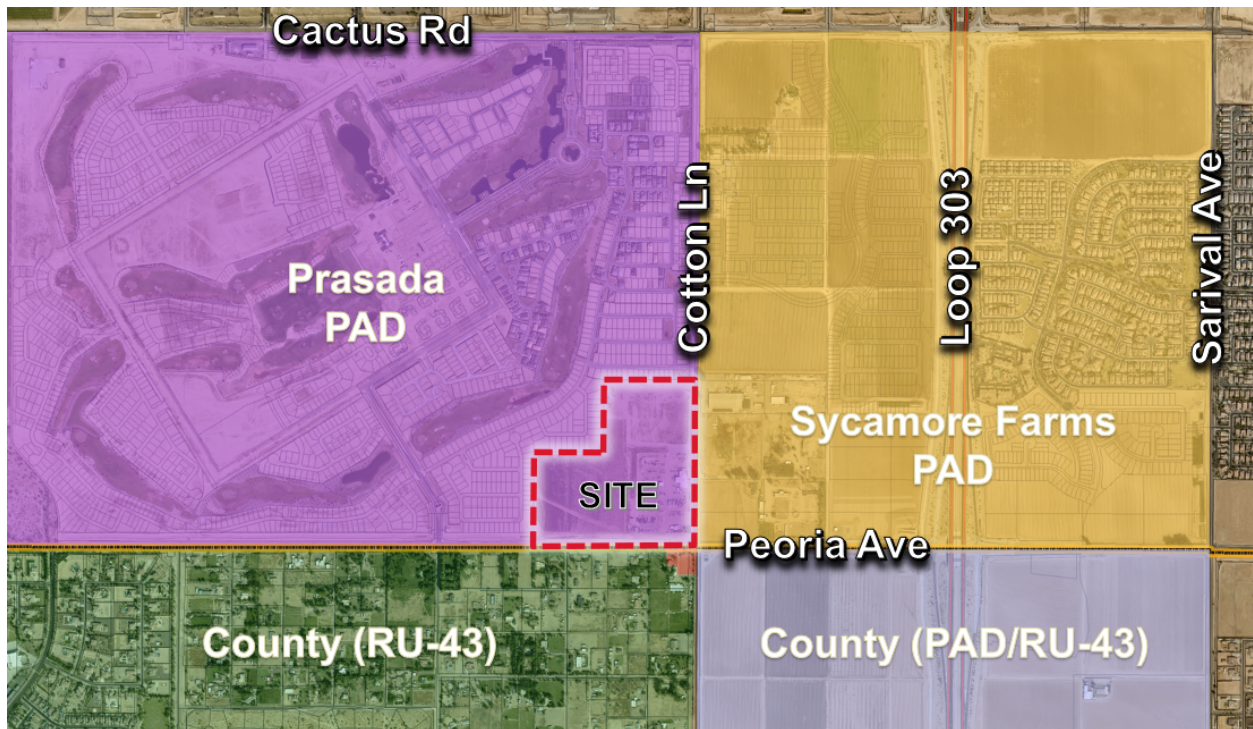
1 **Case:** **FS21-1000**
2
3 **Project Name:** Sterling Grove Shopping Center Final Plat
4
5 **Council District:** 3 - Mesquite
6
7 **Meeting Date:** **December 6, 2022**
8
9 **Planner:** Trever Fleetham
10
11
12 **Owner:** Suburban Land Reserve, Inc. & CBDG Surprise, LLC
13
14 **Applicant:** Trevor Cohen of Common Bond Development Group
15
16 **Request:** Final Plat for the Sterling Grove Shopping Center
17
18 **Site Location:** Generally located at the northwest corner of Peoria Avenue and
19 Cotton Lane
20
21 **Area:** 54 acres (approx.)
22
23 **Density:** N/A
24
25 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
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27 **Support/Opposition:** None known
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Project Description:

Trevor Cohen of Common Bond Development Group seeks approval of a Final Plat to subdivide approximately 54 gross acres within the Prasada PAD into 12 lots, along with associated right-of-way areas and easements, to accommodate a commercial development known as Sterling Grove Shopping Center, as well as future residential developments.

Surrounding Zoning:

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

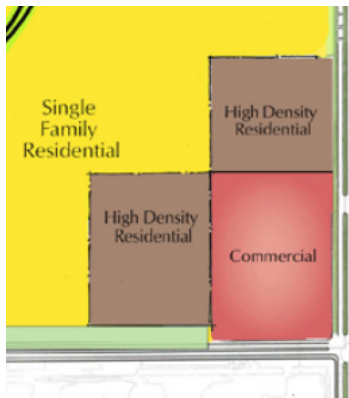


PAD (Prasada)	PAD (Prasada)	PAD (Sycamore Farms)
PAD (Prasada)	PAD (Prasada)	PAD (Sycamore Farms)
County (RU-43)	County (RU-43/C-3)	County (PAD/RU-43)

Analysis and Discussion:

The subject plat includes lots 1 through 12 ranging in size from approximately 0.75 acres to 15 acres. Lots 1 and 2 are being created to accommodate future multi-family residential development by other applicant(s) and coincide with the land use map of the Prasada PAD as shown below.

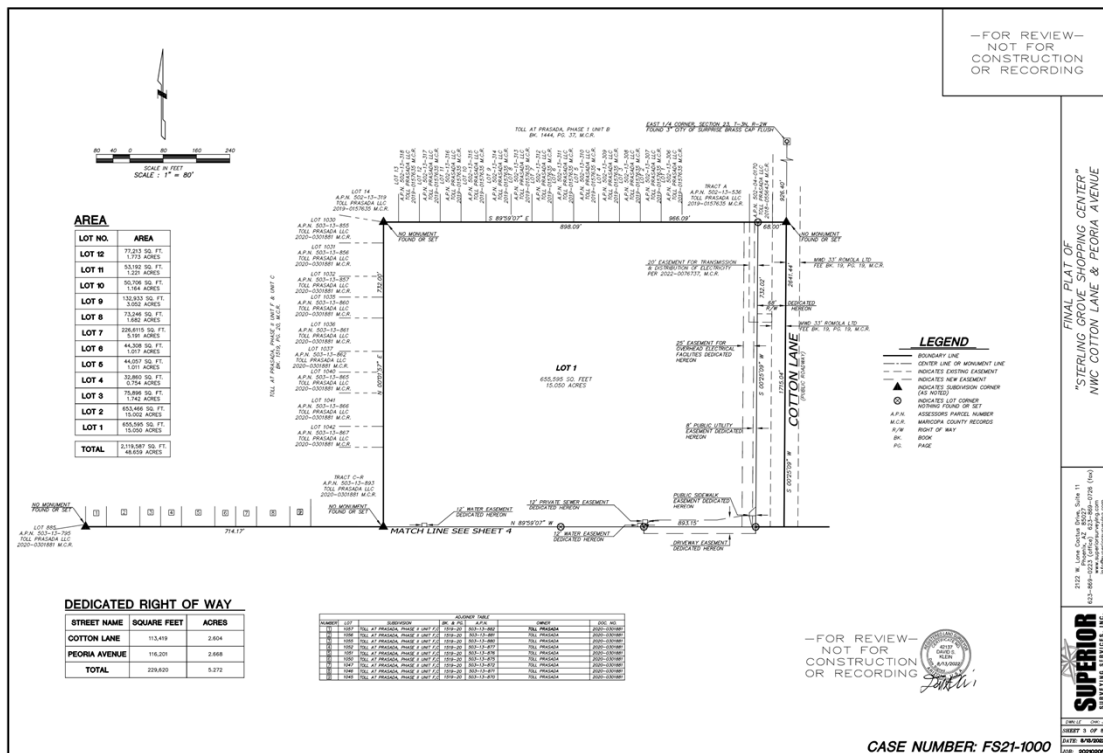
[Continued on Following Page]



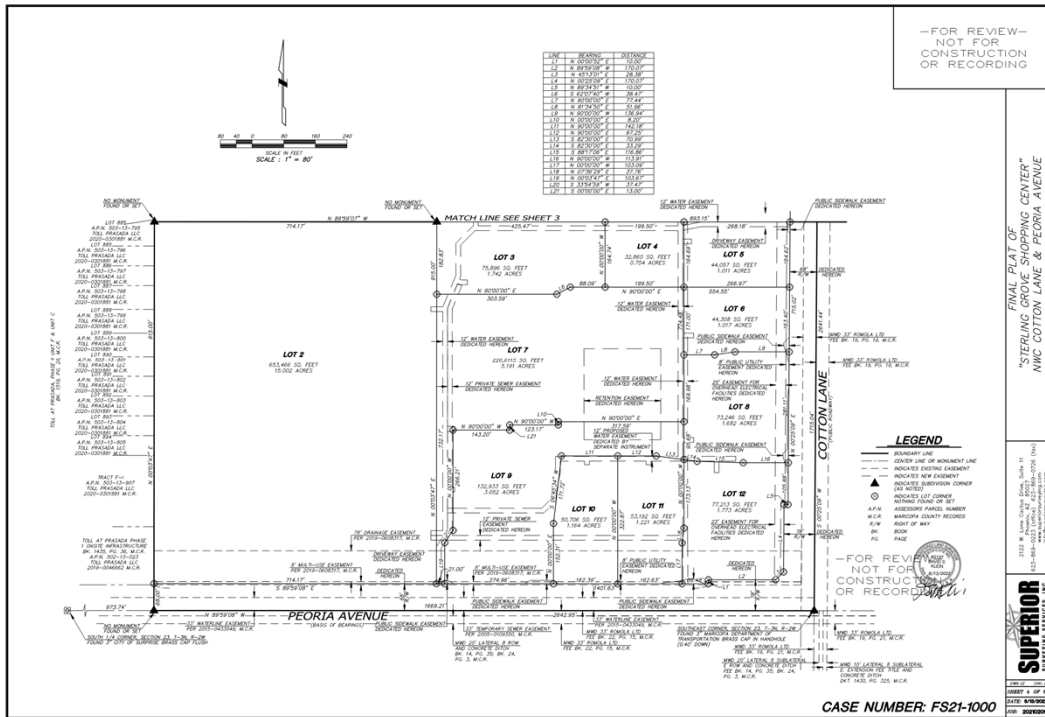
Lots 3 through 12 are being created by the subject plat in association with a master site plan for the Sterling Grove Shopping Center, which was administratively approved under case FS21-641. This commercial development includes a major anchor tenant, in-line shops, and multiple pad sites.

The subject plat also includes a total of 5.27 acres of right-of-way (ROW) to be dedicated. Approximately 2.6 acres of ROW will be dedicated for Cotton Lane, and approximately 2.7 acres of ROW will be dedicated for Peoria Avenue. Associated roadway improvements within these areas will be required by the developers.

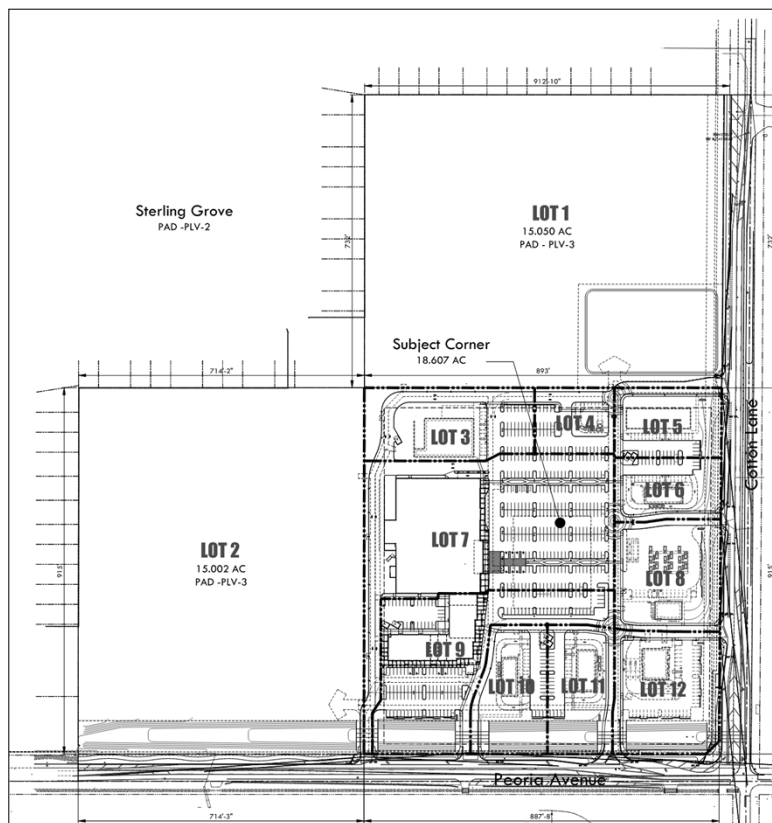
The subject plat is shown below.



[Continued on Following Page]



Below is an exhibit showing the lot layout of the subject plat overlaid on the Master Site Plan for the Sterling Grove Shopping Center to provide a visual reference for the purpose of this plat.



80
81 **Conformance with Adopted Plans:**

82 **Surprise General Plan 2035:** The proposal is consistent with the Surprise General Plan 2035.
83

84 **Reviewing Agencies:**

85 In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke
86 Air Force Base, Maricopa Water District, and Maricopa County Flood Control District were included
87 in the routing of this case. These agencies also indicate no objections.
88

89 **Summary:**

90 The subject Final Plat meets the requirements of the Prasada PAD, in addition to other applicable
91 requirements as set forth in the LDO. All city reviewing departments have reviewed the request and
92 expressed no concerns.
93

94 **Findings:**

- 95 • The proposed Final Plat is consistent with the Surprise General Plan.
96 • The proposed Final Plat is consistent with the Prasada PAD.
97 • The reviewing agencies have indicated no objections.
98

99 **Attachments:**

100 01 Vicinity Map
101 02 Zoning Map
102 03 Final Plat
103 PPT



FS21-1000 VICINITY MAP

Cactus Rd

**Prasada
PAD**

Cotton Ln

Loop 303

Sarival Ave

**Sycamore Farms
PAD**

Peoria Ave

SITE

County (RU-43)

Glendale (PAD)

FS21-1000 ZONING MAP

FINAL PLAT OF "STERLING GROVE SHOPPING CENTER"
LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } ss
COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS: THAT SUBURBAN LAND RESERVE, INC. A UTAH CORPORATION HAS SUBDIVIDED UNDER THE NAME "A FINAL PLAT OF "STERLING GROVE SHOPPING CENTER" LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA", SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR "A FINAL PLAT OF "STERLING GROVE SHOPPING CENTER" LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA" 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, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

OWNERS HEREBY GRANTS TO THE ULTIMATE OWNER OF LOTS 3 THROUGH 12 CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS SAID LOTS 3 THROUGH 12 FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS AND PARKING TO SAID LOTS 3 THROUGH 12 CREATED BY THIS PLAT.

OWNERS HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREON, 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 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 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 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 EASEMENTS OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS RETENTION EASEMENTS FOR THE PURPOSE OF STORING RETENTION WATER.

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

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN. GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS.

UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

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.

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 _____, 2022.

SUBURBAN LAND RESERVE, INC. A UTAH CORPORATION

BY: _____
NAME: _____
ITS: _____

CBDG SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
NAME: BRIAN FRANKES
ITS: MANAGER

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF UTAH
COUNTY OF SALT LAKE

ON _____ BEFORE ME, _____ WHO PROVED TO ME ON THE PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ARIZONA
COUNTY OF MARICOPA

ON _____ BEFORE ME, _____ WHO PROVED TO ME ON THE PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

AVIGATION EASEMENT

SUBURBAN LAND RESERVE, INC. A UTAH CORPORATION ("OWNER") DOES HEREBY GRANT, BARGAIN, AND CONVEY UNTO THE UNITED STATES AIR FORCE ("USAF"), ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE, PERPETUAL, AND PERMANENT AVIGATION EASEMENT OVER AND ACROSS THE PLAT OR SUBJECT PARCEL, AS APPLICABLE, WHICH EASEMENT WILL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO FLY AIRCRAFT OVER THE PLAT OR SUBJECT PARCEL, AS APPLICABLE, 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 AND ITS AUXILIARY FIELDS. OWNER WILL NOT ALLOW ANYTHING OCCURRING ON THE PLAT OR THE SUBJECT PARCEL, AS APPLICABLE, TO IMPEDE THE USAF'S USE OF THIS AVIGATION EASEMENT.

SUBURBAN LAND RESERVE, INC. A UTAH CORPORATION ("OWNER")

BY: _____
NAME: _____
TITLE: _____
DATE: _____

STATE OF UTAH } ss
COUNTY OF SALT LAKE

ON THIS ____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____ OF SUBURBAN LAND RESERVE, INC. A UTAH CORPORATION FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PUBLIC NOTICE

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

RATIFICATION OF LIEN HOLDER

AS BENEFICIARY UNDER THAT CERTAIN _____ COUNTY, IN RECORDED IN THE COUNTY RECORDER'S OFFICE, _____ THE UNDERSIGNED HEREBY RATIFIES, APPROVES AND CONFIRMATION IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS FINAL PLAT AS TO THE INTEREST OF THE UNDERSIGNED. THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY: _____

SIGNATURE _____ DATE _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____

ON _____ BEFORE ME, _____ WHO PROVED TO ME ON THE PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

RATIFICATION OF LIEN HOLDER

AS BENEFICIARY UNDER THAT CERTAIN _____ COUNTY, IN RECORDED IN THE COUNTY RECORDER'S OFFICE, _____ THE UNDERSIGNED HEREBY RATIFIES, APPROVES AND CONFIRMATION IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS FINAL PLAT AS TO THE INTEREST OF THE UNDERSIGNED. THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY: _____

SIGNATURE _____ DATE _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

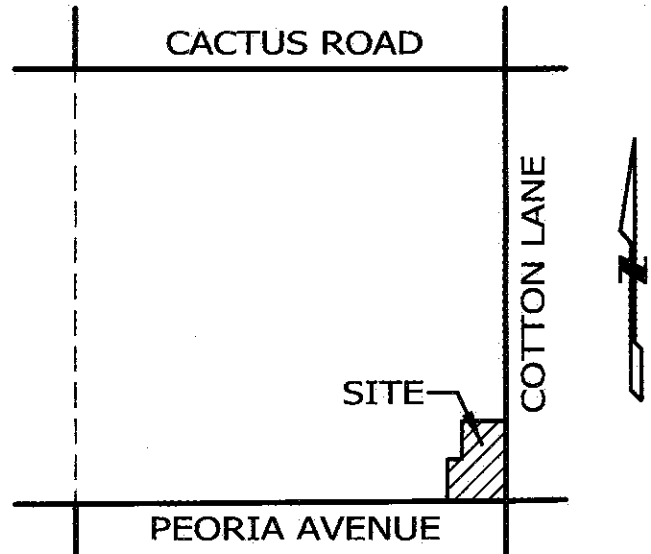
STATE OF _____
COUNTY OF _____

ON _____ BEFORE ME, _____ WHO PROVED TO ME ON THE PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____



VICINITY MAP

NOT TO SCALE

DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A FOUND 3 INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HAND HOLD ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 23 FROM WHICH A FOUND 2 INCH IRON PIPE ACCEPTED AS THE SOUTH QUARTER CORNER THEREOF BEARS NORTH 89° 59'08" WEST, 2643.61 FEET; THENCE NORTH 89° 59'08" WEST, 1669.21 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE LEAVING SAID SOUTH LINE, NORTH 00° 03'47" EAST, 983.00 FEET; THENCE SOUTH 89° 59'08" EAST, 714.17 FEET; THENCE NORTH 00° 01'57" EAST, 732.00 FEET; THENCE SOUTH 89° 59'07" EAST, 965.88 FEET; THENCE SOUTH 00° 24'44" WEST, 1715.04 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING.

OWNERS

SUBURBAN LAND RESERVE, INC.,
A UTAH CORPORATION
C/O MATT BALDWIN
79 S. MAIN STREET, SUITE 500
SALT LAKE CITY, UTAH 84111

CBDG SURPRISE LLC, AN ARIZONA
LIMITED LIABILITY COMPANY
4455 EAST CAMELBACK ROAD, SUITE
D255, PHOENIX, ARIZONA 85018
PHONE: (602)429-8030
ATTN: BRIAN FRANKES

ZONING

PLANNED AREA AREA
DEVELOPMENT (PAD)

AREA TABLE

SEE SHEET 3

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.

____ MAYOR _____ DATE _____

ATTEST:

____ CITY CLERK _____ DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOVEMBER 4, 2022
DAVID S. KLEIN
R.L.S. 42137
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027



FINAL PLAT OF
"STERLING GROVE SHOPPING CENTER"
NWC COTTON LANE & PEORIA AVENUE
SURPRISE, ARIZONA 85388

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DWN:LE CHK:JW
SHEET 1 OF 8
DATE: 11/4/22
JOB: 202102052

CASE NUMBER: FS21-1000

FINAL PLAT OF "STERLING GROVE SHOPPING CENTER"
LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

NOTICE OF INTER-
GOVERNMENTAL 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 DOCKET 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.

PLAT NOTES

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

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

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

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.

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

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE X DESIGNATION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1680L, 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. THE FLOODPLAIN (ZONE A) WAS REMOVED BY A LOMR EFFECTIVE SEPTEMBER 18, 2020, SO THE SITE IS NOW ENTIRELY LOCATED IN THE ZONE X AREA, WHICH IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ALL INTERIOR LOT CORNERS WILL BE SET AND PROPERLY DESCRIBED SUBSEQUENT TO CONSTRUCTION.

RELEASE OF LIABILITY

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

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

SUBURBAN LAND RESERVE, INC. A UTAH 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 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.



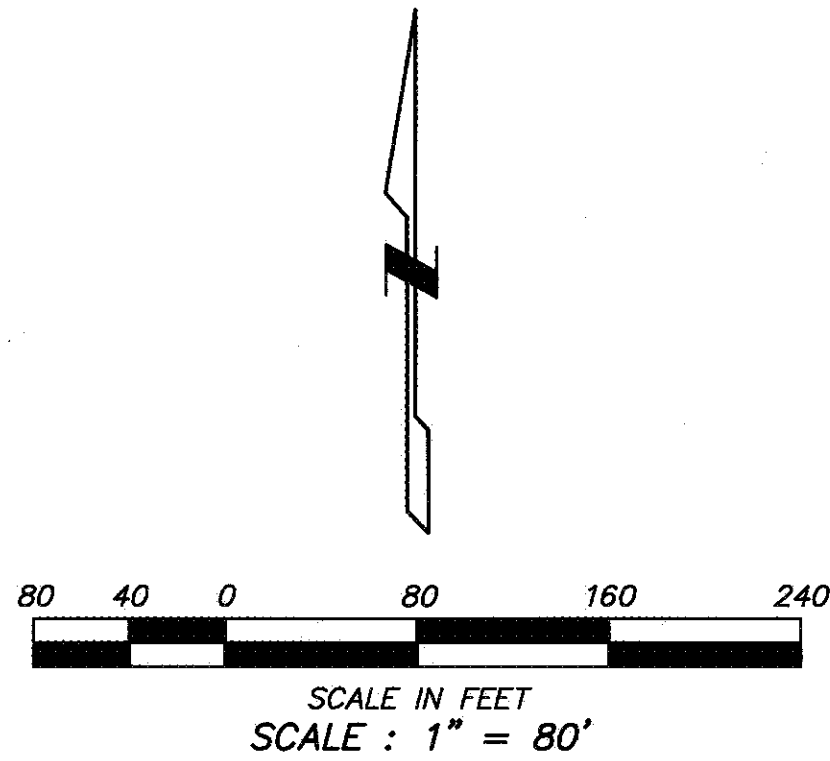
FINAL PLAT OF
"STERLING GROVE SHOPPING CENTER"
NWC COTTON LANE & PEORIA AVENUE
SURPRISE, ARIZONA 85388

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorurveying.com
info@superiorurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: JW
SHEET 2 OF 8
DATE: 11/4/22
JOB: 202102052

CASE NUMBER: FS21-1000



AREA

LOT NO.	AREA
LOT 12	77,213 SQ. FT. 1.773 ACRES
LOT 11	53,192 SQ. FT. 1.221 ACRES
LOT 10	50,706 SQ. FT. 1.164 ACRES
LOT 9	132,933 SQ. FT. 3.052 ACRES
LOT 8	73,246 SQ. FT. 1.682 ACRES
LOT 7	226,6115 SQ. FT. 5.191 ACRES
LOT 6	44,308 SQ. FT. 1.017 ACRES
LOT 5	44,057 SQ. FT. 1.011 ACRES
LOT 4	32,880 SQ. FT. 0.754 ACRES
LOT 3	75,896 SQ. FT. 1.742 ACRES
LOT 2	653,466 SQ. FT. 15.002 ACRES
LOT 1	655,595 SQ. FT. 15.050 ACRES
TOTAL	2,119,587 SQ. FT. 48.659 ACRES

NO MONUMENT
FOUND OR SET

LOT 885
A.P.N. 503-13-795
TOLL PRASADA LLC
2020-0301881 M.C.R.

DEDICATED RIGHT OF WAY

STREET NAME	SQUARE FEET	ACRES
COTTON LANE	113,419	2.604
PEORIA AVENUE	116,201	2.668
TOTAL	229,620	5.272

ADJOINER TABLE					
NUMBER	LOT	SUBDIVISION	BK. & PG.	A.P.N.	OWNER
1	1057	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-882	TOLL PRASADA
2	1056	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-881	TOLL PRASADA
3	1055	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-880	TOLL PRASADA
4	1052	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-877	TOLL PRASADA
5	1051	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-876	TOLL PRASADA
6	1050	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-875	TOLL PRASADA
7	1047	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-872	TOLL PRASADA
8	1046	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-871	TOLL PRASADA
9	1045	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-870	TOLL PRASADA

TOLL AT PRASADA, PHASE II UNIT F & UNIT C
BK. 1519, PG. 20, M.C.R.

LOT 1030
A.P.N. 503-13-855
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1031
A.P.N. 503-13-856
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1032
A.P.N. 503-13-857
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1035
A.P.N. 503-13-860
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1036
A.P.N. 503-13-861
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1037
A.P.N. 503-13-862
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1040
A.P.N. 503-13-865
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1041
A.P.N. 503-13-866
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1042
A.P.N. 503-13-867
TOLL PRASADA LLC
2020-0301881 M.C.R.

TRACT C-R
A.P.N. 503-13-893
TOLL PRASADA LLC
2020-0301881 M.C.R.

NO MONUMENT
FOUND OR SET

LOT 13
A.P.N. 502-13-318
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 12
A.P.N. 502-13-317
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 11
A.P.N. 502-13-316
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 10
A.P.N. 502-13-315
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 9
A.P.N. 502-13-314
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 8
A.P.N. 502-13-313
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 7
A.P.N. 502-13-312
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 6
A.P.N. 502-13-311
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 5
A.P.N. 502-13-310
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 4
A.P.N. 502-13-309
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 3
A.P.N. 502-13-308
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 2
A.P.N. 502-13-307
TOLL PRASADA LLC
2019-0157635 M.C.R.

LOT 1
A.P.N. 502-13-306
TOLL PRASADA LLC
2019-0157635 M.C.R.

TOLL AT PRASADA, PHASE 1 UNIT B
BK. 1444, PG. 37, M.C.R.

EAST 1/4 CORNER, SECTION 23, T-3N, R-2W
FOUND 3" CITY OF SURPRISE BRASS CAP FLUSH

TRACT A
A.P.N. 502-13-536
TOLL PRASADA LLC
2019-0157635 M.C.R.

A.P.N. 502-04-0170
TOLL PRASADA LLC
2018-0306434 M.C.R.

LEGEND

- BOUNDARY LINE
- CENTER LINE OR MONUMENT LINE
- INDICATES EXISTING EASEMENT
- INDICATES NEW EASEMENT
- INDICATES SUBDIVISION CORNER
(TO BE SET AT COMPLETION OF MASS
GRADING UNLESS OTHERWISE NOTED)
- INDICATES LOT CORNER
(TO BE SET AT COMPLETION OF MASS GRADING)
- A.P.N. ASSESSORS PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- BK. BOOK
- PG. PAGE



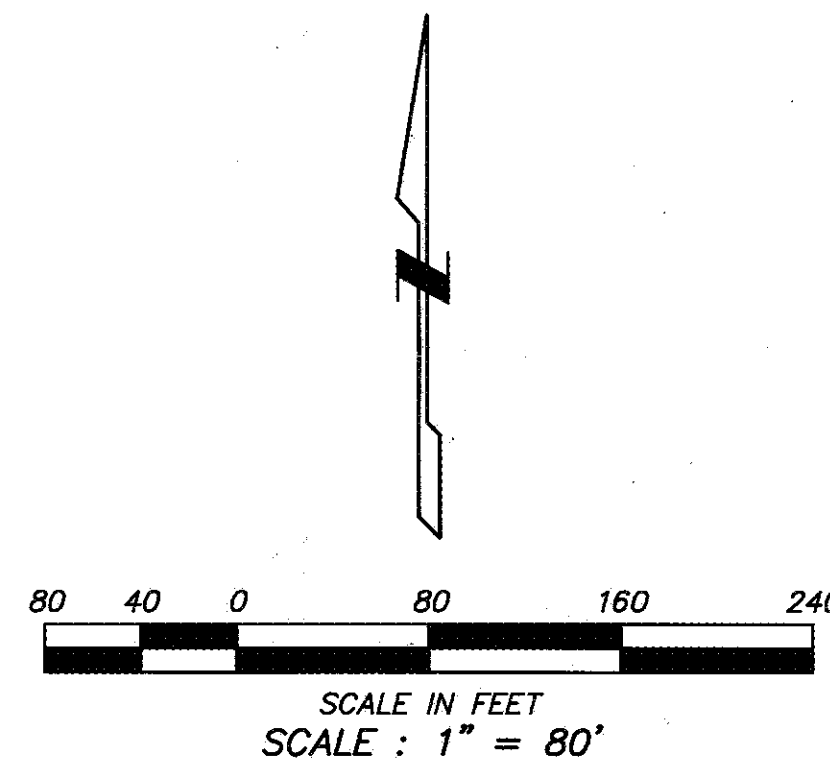
FINAL PLAT OF
"STERLING GROVE SHOPPING CENTER"
NWC COTTON LANE & PEORIA AVENUE
SURPRISE, ARIZONA 85388

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

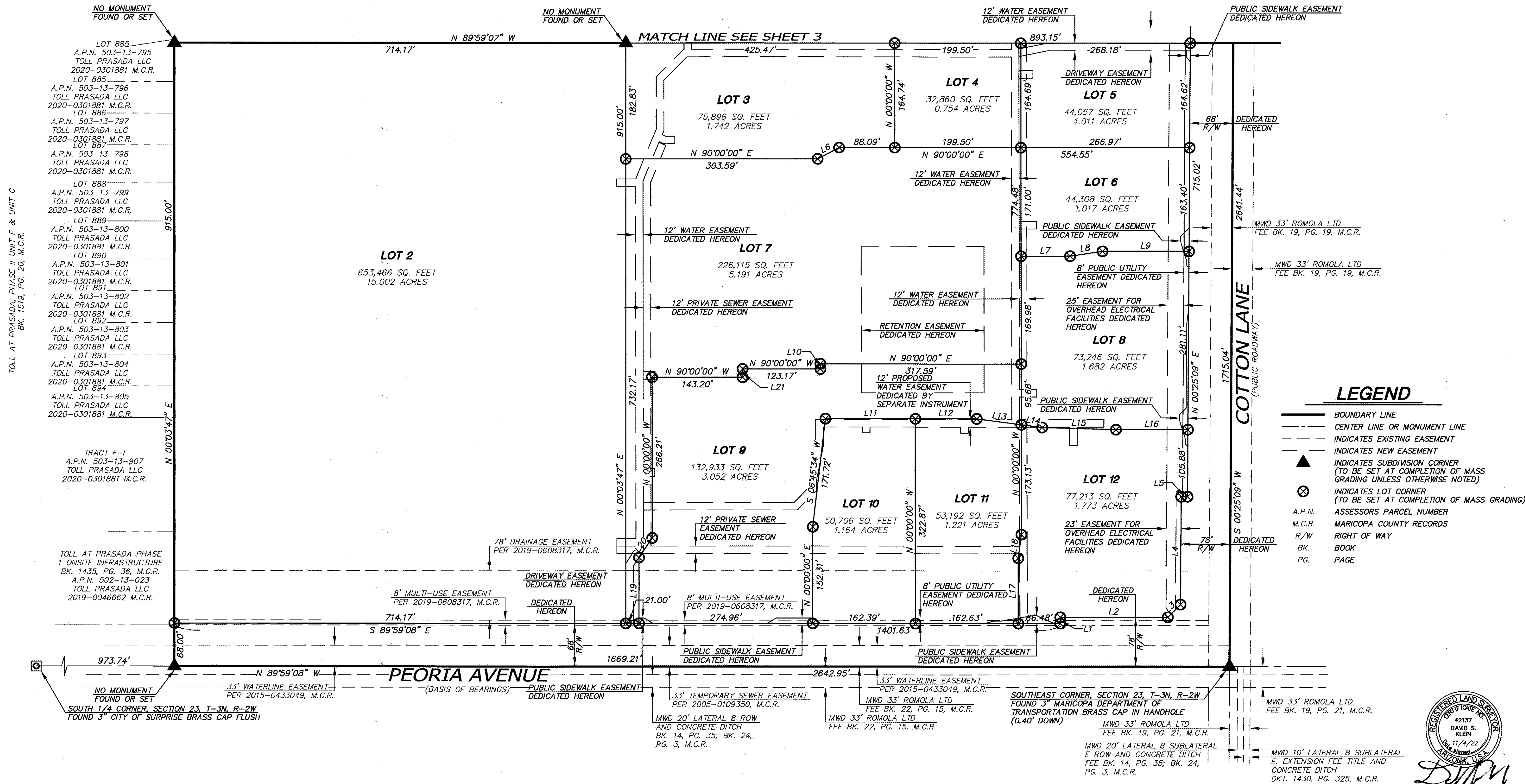
SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: JW
SHEET 3 OF 8
DATE: 11/4/22
JOB: 202102052

CASE NUMBER: FS21-1000



LINE	BEARING	DISTANCE
L1	N 00°00'52" E	10.00'
L2	N 89°59'08" W	170.07'
L3	N 45°13'01" E	28.38'
L4	N 00°25'09" E	170.07'
L5	N 89°34'51" W	10.00'
L6	S 62°07'40" W	38.47'
L7	N 90°00'00" E	77.44'
L8	N 81°34'50" E	51.96'
L9	N 90°00'00" W	136.94'
L10	N 00°00'00" E	8.20'
L11	N 90°00'00" E	142.18'
L12	N 90°00'00" E	97.25'
L13	S 82°30'00" E	70.99'
L14	S 82°30'00" E	33.29'
L15	S 88°17'06" E	116.86'
L16	N 90°00'00" W	113.91'
L17	N 00°00'00" W	103.09'
L18	N 07°36'29" E	37.76'
L19	N 00°03'47" E	103.67'
L20	S 33°54'59" W	37.47'
L21	S 00°00'00" E	13.00'



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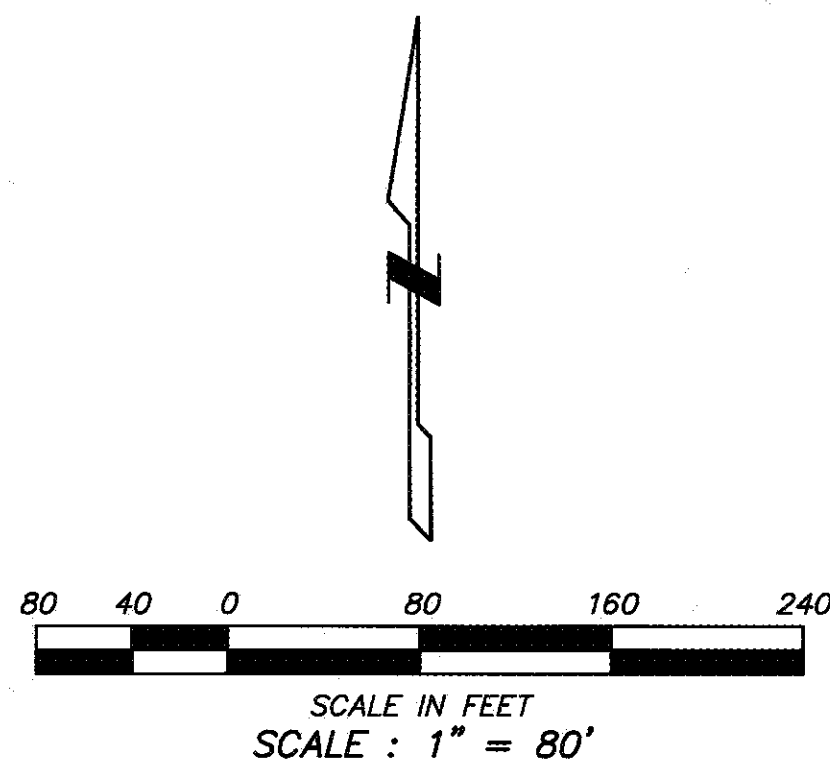
SUPERIOR
SURVEYING SERVICES, INC.

DWN:LE CHK:DK
SHEET 4 OF 8
DATE: 11/4/22
JOB: 202102052

CASE NUMBER: FS21-1000



WATER LINE AND ACCESS EASEMENTS



WATER EASEMENT LINE TABLE		
LINE	BEARINGS	LENGTH
WL1	N 00°00'00" E	8.87'
WL2	N 90°00'00" E	12.00'
WL3	N 00°00'00" E	8.87'
WL4	N 00°00'00" E	9.00'
WL5	N 90°00'00" E	12.00'
WL6	N 00°00'00" E	9.00'

TOLL AT PRASADA, PHASE II UNIT F & UNIT C
BK. 1519, PG. 20, M.C.R.

LOT 1030
A.P.N. 503-13-855
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1031
A.P.N. 503-13-856
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1032
A.P.N. 503-13-857
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1035
A.P.N. 503-13-860
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1036
A.P.N. 503-13-861
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1037
A.P.N. 503-13-862
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1040
A.P.N. 503-13-865
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1041
A.P.N. 503-13-866
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 1042
A.P.N. 503-13-867
TOLL PRASADA LLC
2020-0301881 M.C.R.

TRACT C-R
A.P.N. 503-13-893
TOLL PRASADA LLC
2020-0301881 M.C.R.

NO MONUMENT
FOUND OR SET

LOT 885
A.P.N. 503-13-795
TOLL PRASADA LLC
2020-0301881 M.C.R.

ADJOINER TABLE					
NUMBER	LOT	SUBDIVISION	BK. & PG.	A.P.N.	OWNER
1	1057	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-882	TOLL PRASADA
2	1056	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-881	TOLL PRASADA
3	1055	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-880	TOLL PRASADA
4	1052	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-877	TOLL PRASADA
5	1051	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-876	TOLL PRASADA
6	1050	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-875	TOLL PRASADA
7	1047	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-872	TOLL PRASADA
8	1046	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-871	TOLL PRASADA
9	1045	TOLL AT PRASADA, PHASE II UNIT F.C.	1519-20	503-13-870	TOLL PRASADA

TOLL AT PRASADA, PHASE 1 UNIT B
BK. 1444, PG. 37, M.C.R.

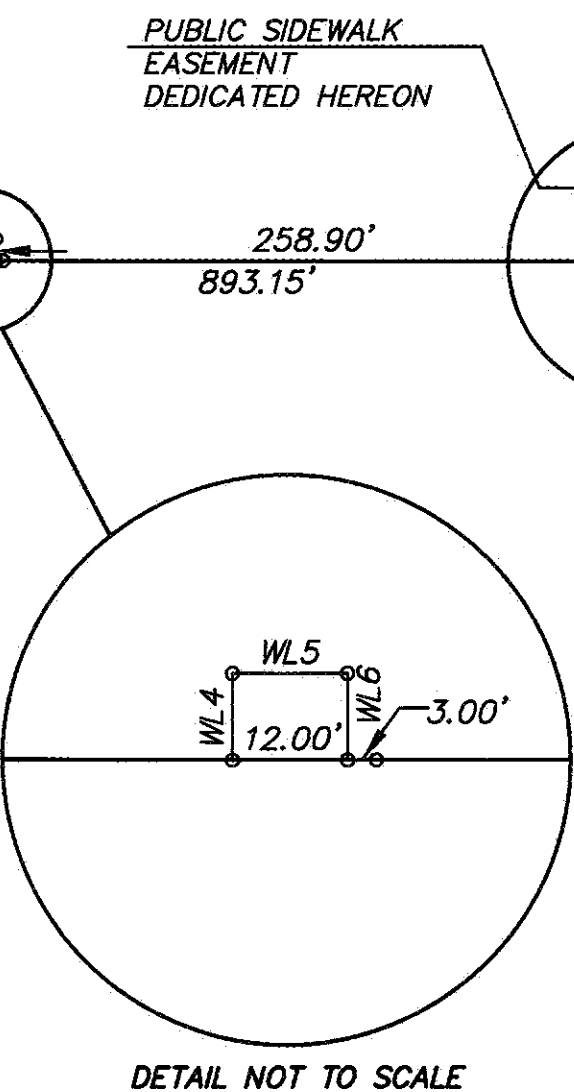
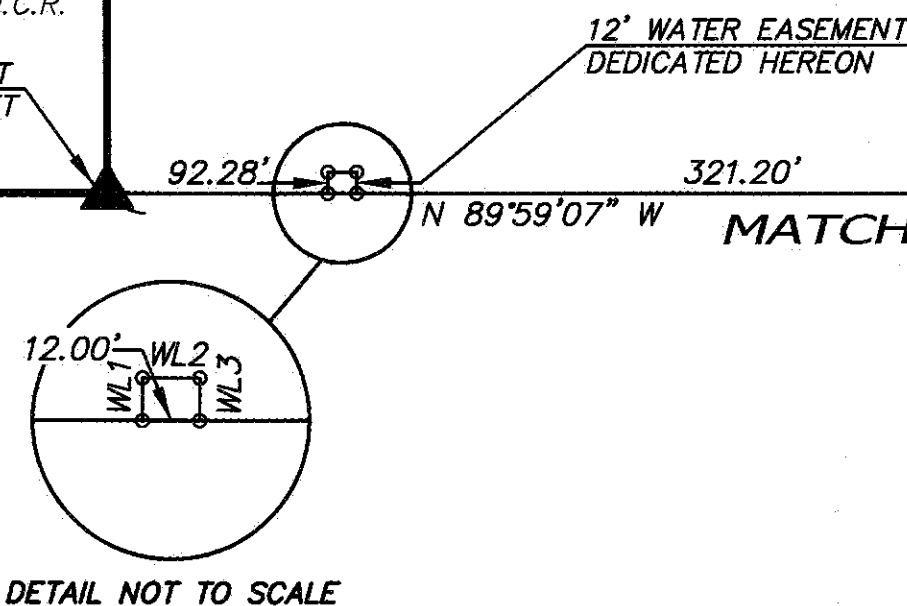
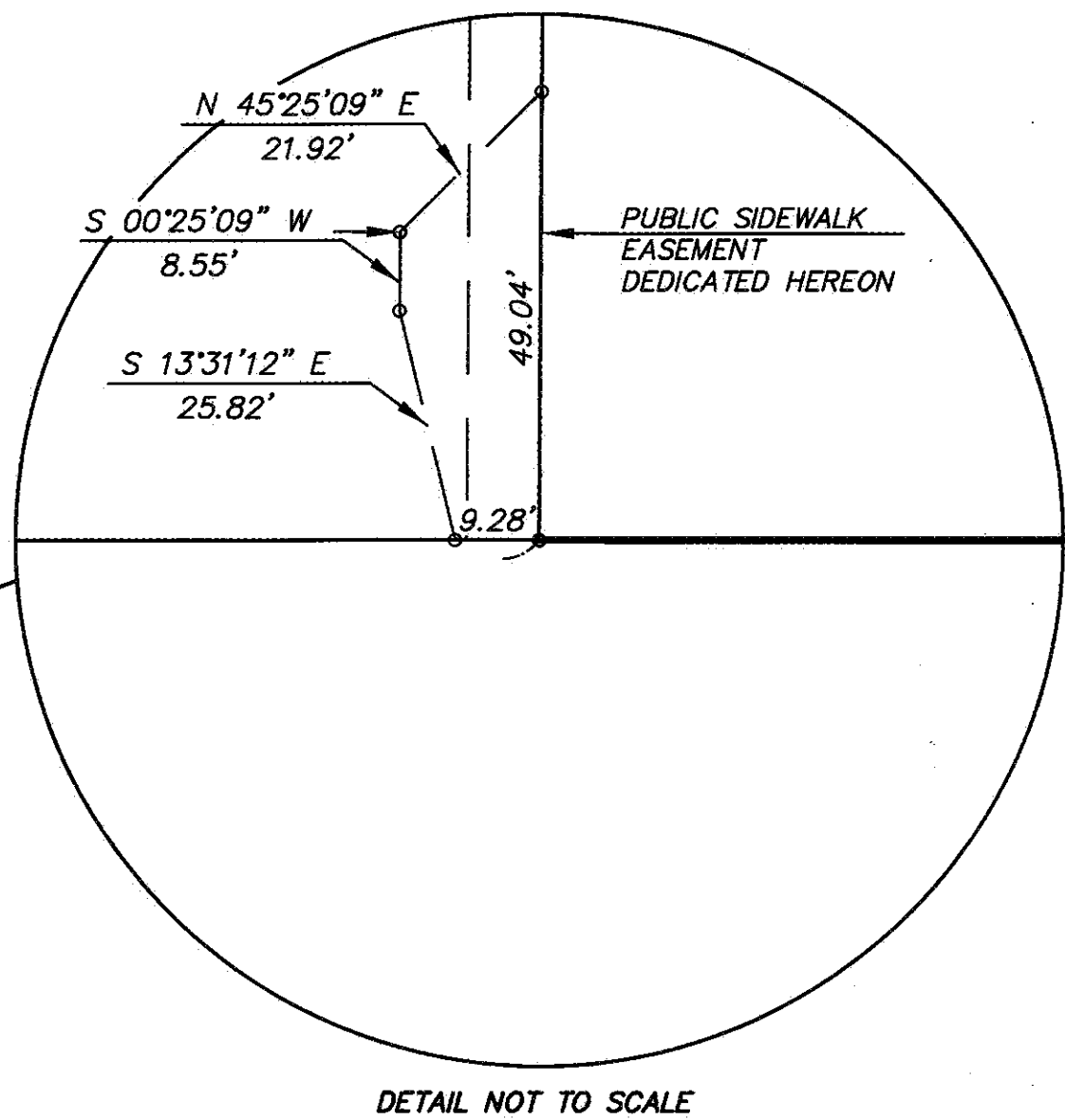
EAST 1/4 CORNER, SECTION 23, T-3N, R-2W
FOUND 3" CITY OF SURPRISE BRASS CAP FLUSH

TRACT A
A.P.N. 502-13-536
TOLL PRASADA LLC
2019-0157635 M.C.R.

A.P.N. 502-04-0170
TOLL PRASADA LLC
2018-0556434 M.C.R.

LEGEND

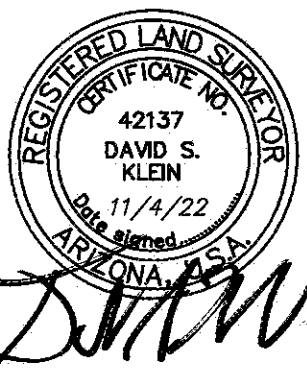
- BOUNDARY LINE
- CENTER LINE OR MONUMENT LINE
- INDICATES EXISTING EASEMENT
- INDICATES NEW EASEMENT
- INDICATES SUBDIVISION CORNER
(TO BE SET AT COMPLETION OF MASS
GRADING UNLESS OTHERWISE NOTED)
- INDICATES LOT CORNER
(TO BE SET AT COMPLETION OF MASS GRADING)
- A.P.N. ASSESSORS PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
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- BK. BOOK
- PG. PAGE



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SUPERIOR
SURVEYING SERVICES, INC.



CASE NUMBER: FS21-1000

DWN: LE CHK: JW
SHEET 5 OF 8
DATE: 11/4/22
JOB: 202102052

SEE DETAIL "B"

SEE DETAIL "A"

NO MONUMENT
FOUND OR SET

MATCH LINE SEE SHEET 5

S 89°59'07" E

WL13 184.50

	695.15
	217.0

LOT 5

COTTON LANE
(PUBLIC ROADWAY)

BOUNDARY LINE
 CENTER LINE OR MONUMENT LINE
 INDICATES EXISTING EASEMENT
 INDICATES NEW EASEMENT
 INDICATES SUBDIVISION CORNER
 (TO BE SET AT COMPLETION OF MASS GRADING UNLESS OTHERWISE NOTED)
 INDICATES LOT CORNER
 (TO BE SET AT COMPLETION OF MASS GRADING)

A.P.N. ASSESSORS PARCEL NUMBER
M.C.R. MARICOPA COUNTY RECORDS
R/W RIGHT OF WAY
BK. BOOK
PG. PAGE

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SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: DK
SHEET 6 OF 8
DATE: 11/4/22
JOB: 202102052

Page 31 of 36

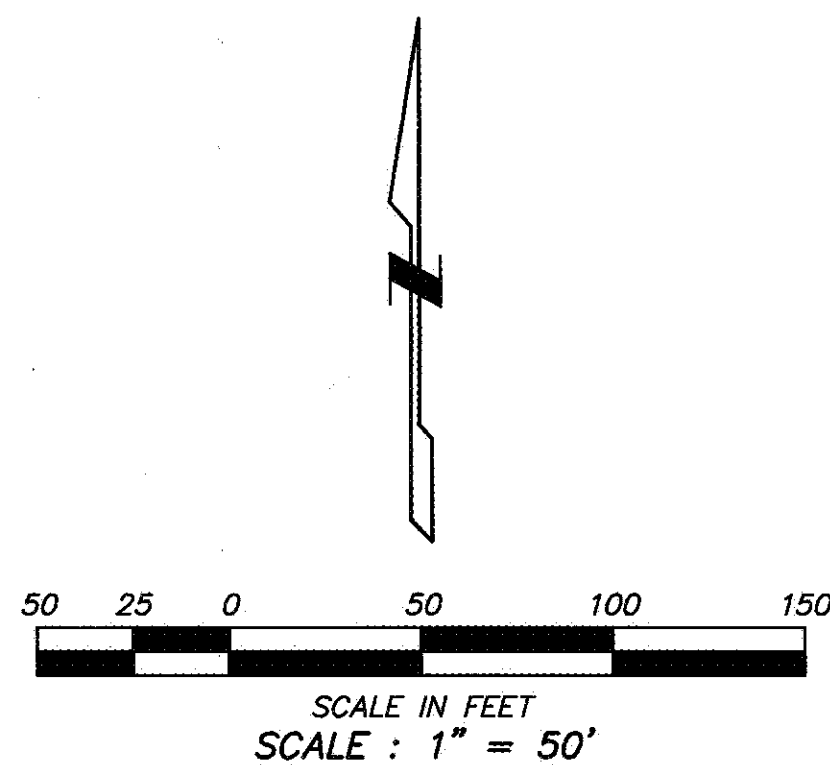
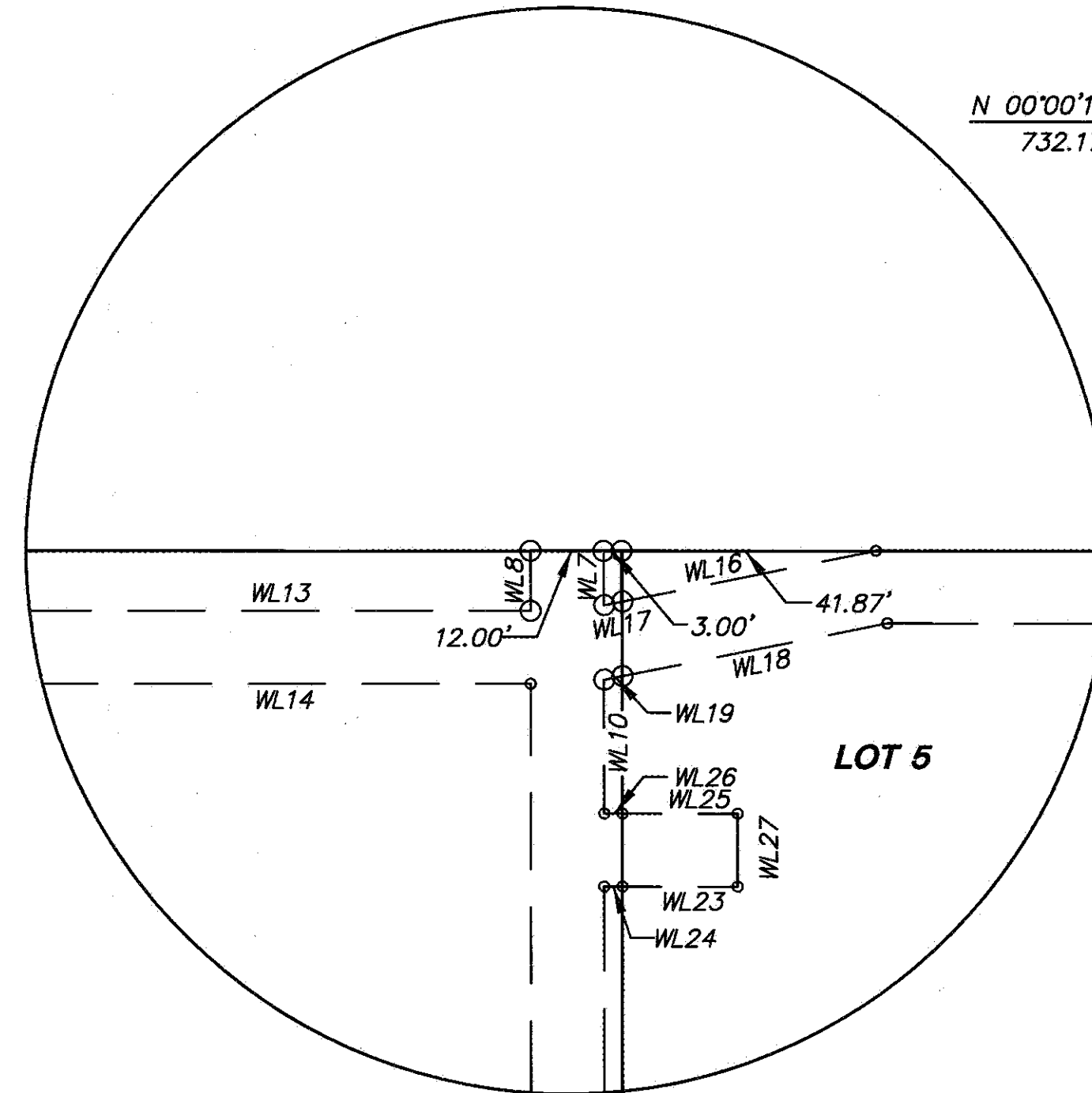


LOT 2

N 00°00'12" W
732.17'

LOT 5

DETAIL "B" NOT TO SCALE



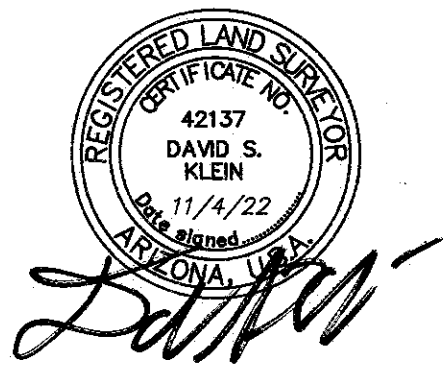
PEORIA AVENUE
(BASIS OF BEARINGS)

CASE NUMBER: FS21-1000

WATER LINE EASEMENT LINE TABLE		
LINE	BEARINGS	LENGTH
WL1	—	—
WL2	N 44°59'35" E	43.37'
WL3	N 11°14'35" E	54.72'
WL4	N 00°00'25" W	13.11'
WL5	N 44°59'35" E	33.43'
WL6	—	—
WL7	N 00°00'00" E	8.94'
WL8	N 00°00'00" E	9.85'
WL9	N 00°00'00" E	225.73'
WL10	N 00°00'00" E	21.97'
WL11	N 00°00'00" E	571.23'
WL12	S 89°56'42" E	224.27'
WL13	N 90°00'00" E	184.50'
WL14	N 90°00'00" E	184.50'
WL15	—	—
WL16	N 78°45'00" E	42.69'
WL17	N 78°45'00" E	3.06'
WL18	N 78°45'00" E	44.68'
WL19	N 78°45'00" E	3.06'
WL20	—	—
WL21	—	—
WL22	—	—
WL23	N 90°00'00" E	19.00'
WL24	N 90°00'00" E	3.00'
WL25	S 90°00'00" E	19.00'
WL26	S 90°00'00" E	3.00'
WL27	S 00°00'00" E	12.00'
WL28	—	—
WL29	—	—
WL30	—	—
WL31	—	—
WL32	—	—
WL33	—	—
WL34	—	—
WL35	N 00°00'00" E	252.86'
WL36	—	—
WL37	—	—
WL38	—	—
WL39	—	—
WL40	S 90°00'00" E	24.50'
WL41	N 90°00'00" E	3.00'
WL42	S 90°00'00" E	24.50'
WL43	N 90°00'00" E	3.00'
WL44	S 00°00'00" E	12.00'
WL45	—	—
WL46	N 00°00'00" E	35.35'
WL47	S 90°00'00" E	310.08'
WL48	N 90°00'00" E	74.77'
WL49	—	—
WL50	—	—
WL51	N 90°00'00" E	133.74'
WL52	N 90°00'00" E	85.46'
WL53	—	—
WL54	N 90°00'00" E	27.50'
WL55	S 90°00'00" E	27.50'
WL56	S 00°00'00" E	12.00'
WL57	N 90°00'00" E	42.28'
WL58	N 00°00'00" E	12.00'
WL59	—	—
WL60	—	—
WL61	S 00°00'00" W	29.18'
WL62	S 00°00'00" W	29.18'
WL63	N 90°00'00" E	12.00'
WL64	—	—
WL65	S 00°00'00" E	9.48'
WL66	S 00°00'00" E	9.48'
WL67	N 90°00'00" E	12.00'
WL68	—	—
WL69	—	—
WL70	—	—
WL71	N 90°00'00" E	61.70'
WL72	N 90°00'00" E	143.60'
WL73	N 00°00'25" W	29.67'
WL74	N 00°00'25" W	40.49'
WL75	—	—
WL76	—	—
WL77	—	—
WL78	S 00°00'00" E	9.31'

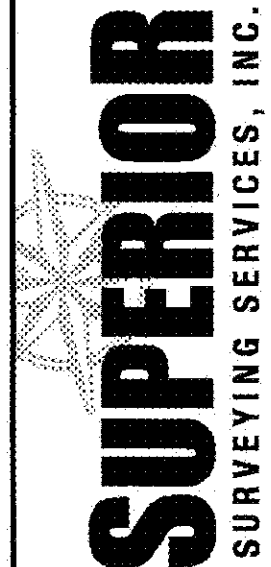
WATER LINE EASEMENT LINE TABLE		
LINE	BEARINGS	LENGTH
WL79	S 00°00'00" E	9.31'
WL80	N 90°00'00" E	12.00'
WL81	N 00°00'00" W	63.32'
WL82	N 00°00'00" W	41.20'
WL83	N 00°00'00" W	140.84'
WL84	—	—
WL85	N 00°00'00" W	554.52'
WL86	N 00°00'00" E	3.01'
WL87	N 89°59'35" E	243.55'
WL88	N 89°59'35" E	238.58'
WL89	N 11°14'35" E	54.72'
WL90	N 32°30'00" E	29.82'
WL91	N 32°30'00" E	29.63'
WL92	—	—
WL93	—	—
WL94	N 00°00'25" W	16.89'
WL95	N 90°00'00" E	4.00'
WL96	N 90°00'00" E	14.00'
WL97	N 90°00'00" E	4.00'
WL98	S 90°00'00" E	14.00'
WL99	—	—
WL100	—	—
WL101	N 90°00'00" E	15.88'
WL102	N 90°00'00" E	14.12'
WL103	N 90°00'00" E	15.89'
WL104	N 90°00'00" E	14.11'
WL105	N 00°00'00" E	12.00'
WL106	—	—
WL107	S 00°00'00" E	12.00'
WL108	N 00°00'00" E	90.35'
WL109	N 00°00'00" W	300.05'
WL110	N 89°59'35" E	18.45'
WL111	N 89°59'35" E	18.45'
WL112	S 00°00'25" W	12.42'
WL113	—	—
WL114	—	—
WL115	—	—
WL116	—	—
WL117	—	—
WL118	—	—
WL119	—	—
WL120	—	—
WL121	—	—
WL122	N 22°30'00" E	37.71'
WL123	N 22°30'00" E	34.26'
WL124	N 90°00'00" E	15.59'
WL125	N 90°00'00" E	14.75'
WL126	N 00°00'00" E	12.00'
WL127	N 90°00'00" E	15.27'
WL128	N 90°00'00" E	14.73'
WL129	—	—
WL130	—	—
WL131	—	—
WL132	N 00°00'00" E	81.59'
WL133	N 00°00'00" E	79.00'
WL134	N 22°30'00" E	29.30'
WL135	N 22°30'00" E	7.67'
WL136	N 22°30'00" E	51.55'
WL137	N 90°00'00" E	17.58'
WL138	N 90°00'00" E	15.19'
WL139	S 00°00'00" E	12.00'
WL140	S 67°30'00" E	7.72'
WL141	S 67°30'00" E	5.34'
WL142	—	—
WL143	S 90°00'00" E	0.49'
WL144	N 90°00'00" E	321.20'
WL145	N 90°00'00" E	328.71'
WL146	N 45°00'00" E	51.73'
WL147	N 45°00'00" E	61.67'
WL148	—	—
WL149	—	—
WL150	—	—
WL151	N 00°00'00" E	9.98'
WL152	N 00°00'00" E	9.99'

PUBLIC SIDEWALK EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
SL1	N 45°24'44" E	19.13'
SL2	N 00°00'25" W	8.40'
SL3	N 17°46'05" W	31.50'
SL4	N 00°06'43" E	7.57'
SL5	S 41°24'11" E	5.39'
SL6	S 07°32'14" W	24.70'
SL7	N 00°24'44" E	132.52'
SL8	S 45°24'44" W	14.85'
SL9	N 00°24'44" E	8.35'
SL10	N 17°37'54" W	31.56'
SL11	N 00°06'24" E	7.64'
SL12	S 41°24'11" E	5.58'
SL13	S 65°57'49" E	30.28'
SL14	S 89°59'35" W	7.71'
SL15	N 80°15'17" E	48.35'
SL16	N 89°59'35" E	12.61'
SL17	S 74°33'05" W	15.46'
SL18	S 58°43'59" E	16.41'
SL19	N 89°59'05" W	55.88'
SL20	N 59°45'06" E	16.89'
SL21	N 58°43'47" W	16.35'
SL22	S 89°59'33" E	7.99'
SL23	S 68°11'54" W	22.82'



FINAL PLAT OF
"STERLING GROVE SHOPPING CENTER"
NWC COTTON LANE & PEORIA AVENUE
SURPRISE, ARIZONA 85388

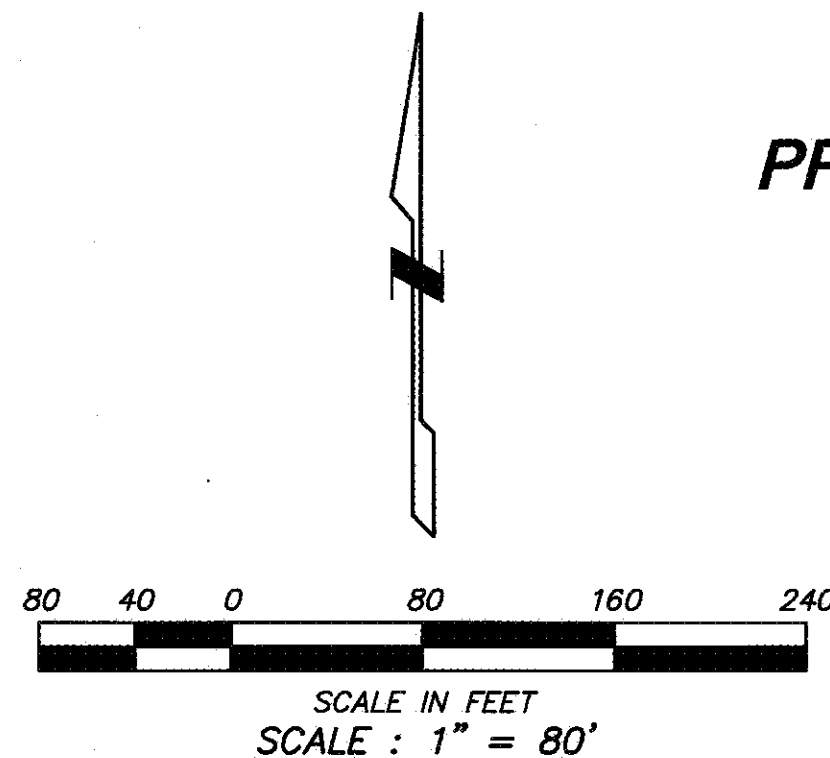
2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



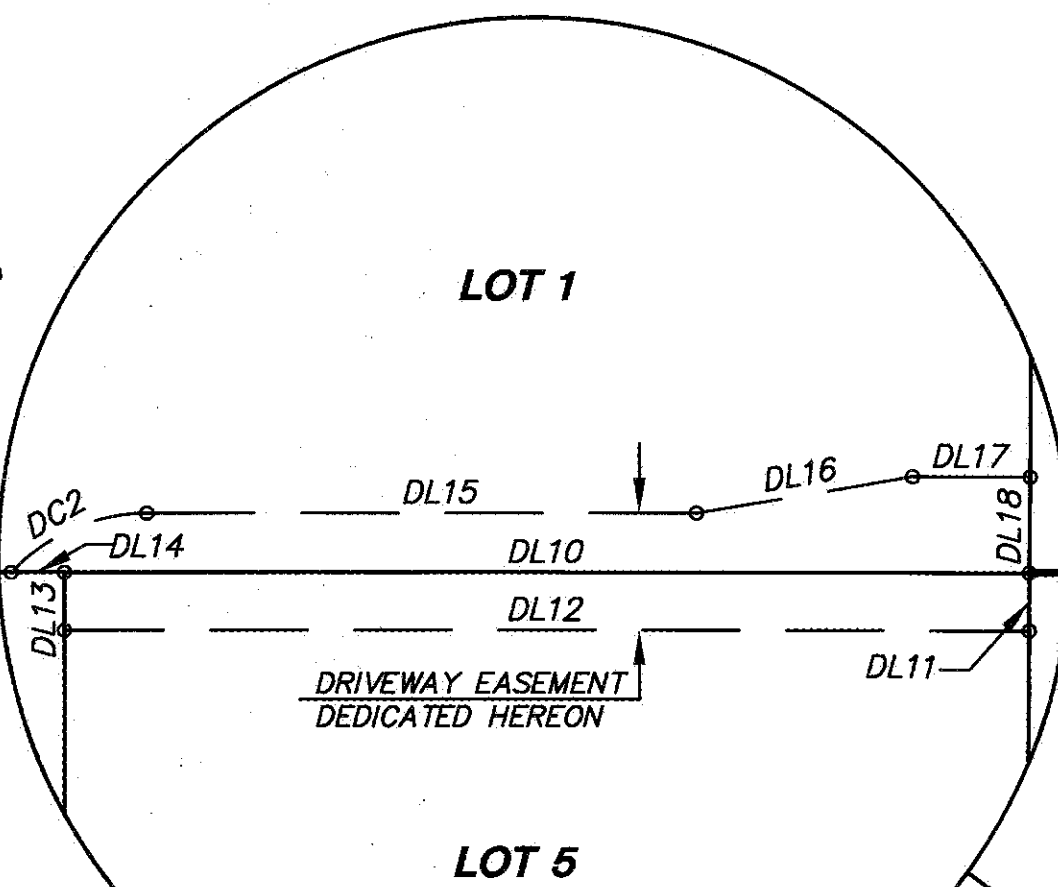
DWN: LE CHK: DK
SHEET 7 OF 8
DATE: 11/4/22
JOB: 202102052

CASE NUMBER: FS21-1000

PRIVATE SEWER LINE AND DRIVEWAY EASEMENTS



DRIVEWAY EASEMENT CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
DC1	51.50'	36°47'32"	33.07'	S18°23'46"W	32.51'
DC2	77.25'	47°00'30"	63.38'	S66°29'20"W	61.62'



DETAIL NOT TO SCALE

DRIVEWAY EASEMENT LINE TABLE		
LINE	BEARINGS	LENGTH
DL1	N 89°59'08" W	10.11'
DL2	N 00°00'12" W	98.30'
DL3	S 00°03'47" W	24.73'
DL4	S 89°56'38" E	41.85'
DL5	N 00°00'00" W	19.08'
DL6	N 33°54'59" E	34.81'
DL7	S 00°03'22" W	105.88'
DL8	N 89°59'08" W	22.50'
DL9	S 00°03'47" W	129.15'
DL10	N 89°59'07" W	268.18'
DL11	N 00°25'09" E	16.01'
DL12	N 89°59'35" E	268.06'
DL13	S 00°00'00" E	16.12'
DL14	N 89°59'07" W	3.80'
DL15	N 89°59'35" E	141.75'
DL16	N 80°25'30" E	60.85'
DL17	N 89°59'35" E	32.76'
DL18	N 00°25'09" E	26.60'

NO MONUMENT FOUND OR SET

LOT 885
A.P.N. 503-13-795
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 886
A.P.N. 503-13-796
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 887
A.P.N. 503-13-797
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 888
A.P.N. 503-13-798
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 889
A.P.N. 503-13-799
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 890
A.P.N. 503-13-800
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 891
A.P.N. 503-13-801
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 892
A.P.N. 503-13-802
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 893
A.P.N. 503-13-803
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 894
A.P.N. 503-13-804
TOLL PRASADA LLC
2020-0301881 M.C.R.

LOT 895
A.P.N. 503-13-805
TOLL PRASADA LLC
2020-0301881 M.C.R.

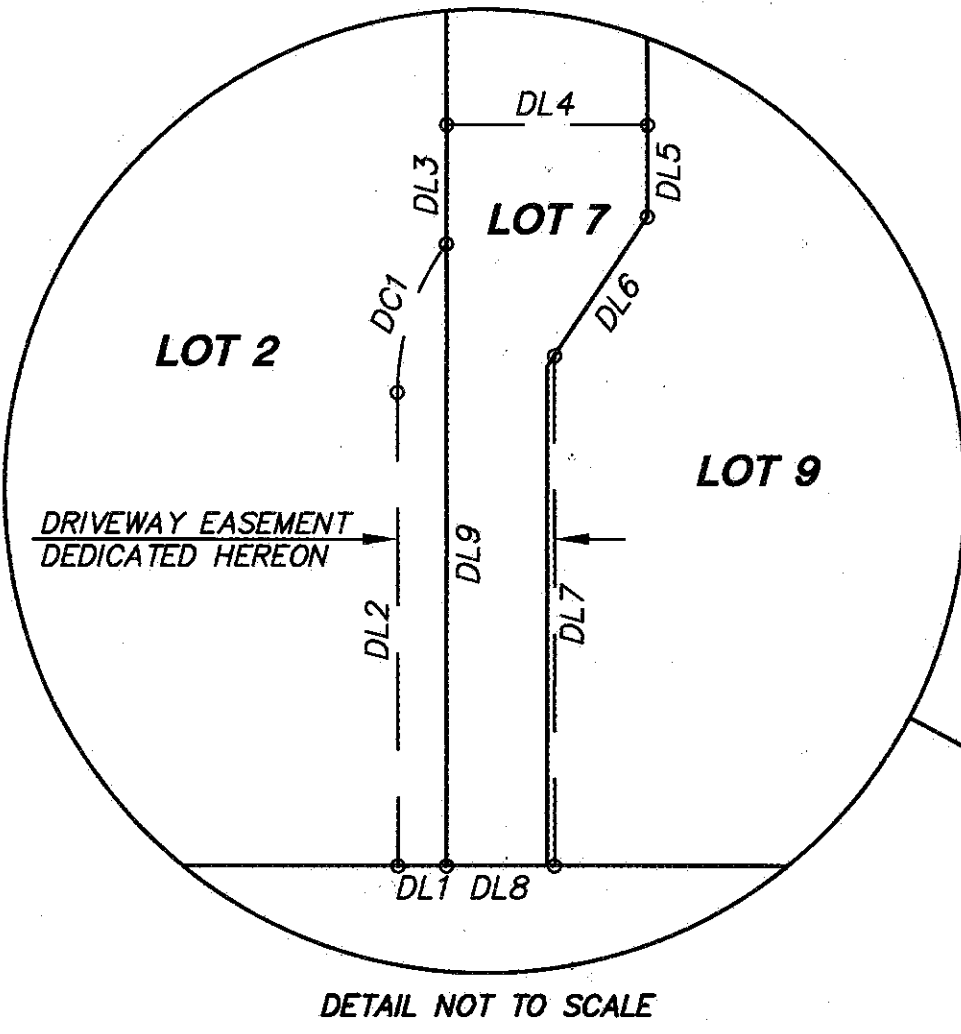
TOLL AT PRASADA, PHASE II UNIT F & UNIT C
BK. 1519, PG. 20, M.C.R.

TRACT F-I
A.P.N. 503-13-907
TOLL PRASADA LLC
2020-0301881 M.C.R.

TOLL AT PRASADA PHASE
1 ONSITE INFRASTRUCTURE
BK. 1435, PG. 36, M.C.R.
A.P.N. 502-13-023
TOLL PRASADA LLC
2019-0046662 M.C.R.

NO MONUMENT FOUND OR SET

SOUTH 1/4 CORNER, SECTION 23, T-3N, R-2W
FOUND 3" CITY OF SURPRISE BRASS CAP FLUSH



DETAIL NOT TO SCALE

N 22°30'00" E
65.97'

N 90°00'00" E
41.65'

N 67°30'00" W
12.00'

N 22°30'00" E
28.26'

N 22°30'00" E
63.59'

N 37.71'

12' PRIVATE SEWER EASEMENT
DEDICATED HEREON

N 00°00'00" W
575.32'

N 00°00'00" W
572.94'

N 90°00'00" E
42.00'

N 00°00'00" E
14.10'

S 00°03'47" W
110.00'

12' PRIVATE SEWER EASEMENT
DEDICATED HEREON

LOT 9

N 90°00'00" E
582.96'

N 90°00'00" E
637.00'

622.90'

LOT 10

LOT 11

N 00°24'45" W
110.16'

N 00°24'45" W
116.21'

N 89°59'08" W
12.00'

N 89°59'08" W
51.64'

LOT 6

LOT 8

LOT 12

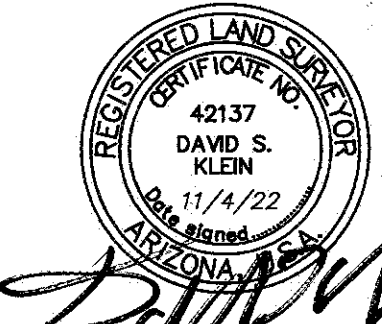
COTTON LANE
(PUBLIC ROADWAY)

78' R/W
DEDICATED HEREON

SOUTHEAST CORNER, SECTION 23, T-3N, R-2W
FOUND 3" MARICOPA DEPARTMENT OF
TRANSPORTATION BRASS CAP IN HANDHOLE
(0.40' DOWN)

LEGEND

- BOUNDARY LINE
- CENTER LINE OR MONUMENT LINE
- INDICATES EXISTING EASEMENT
- INDICATES NEW EASEMENT
- INDICATES SUBDIVISION CORNER
(TO BE SET AT COMPLETION OF MASS
GRADING UNLESS OTHERWISE NOTED)
- INDICATES LOT CORNER
(TO BE SET AT COMPLETION OF MASS GRADING)
- A.P.N. ASSESSORS PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- BK. BOOK
- PG. PAGE



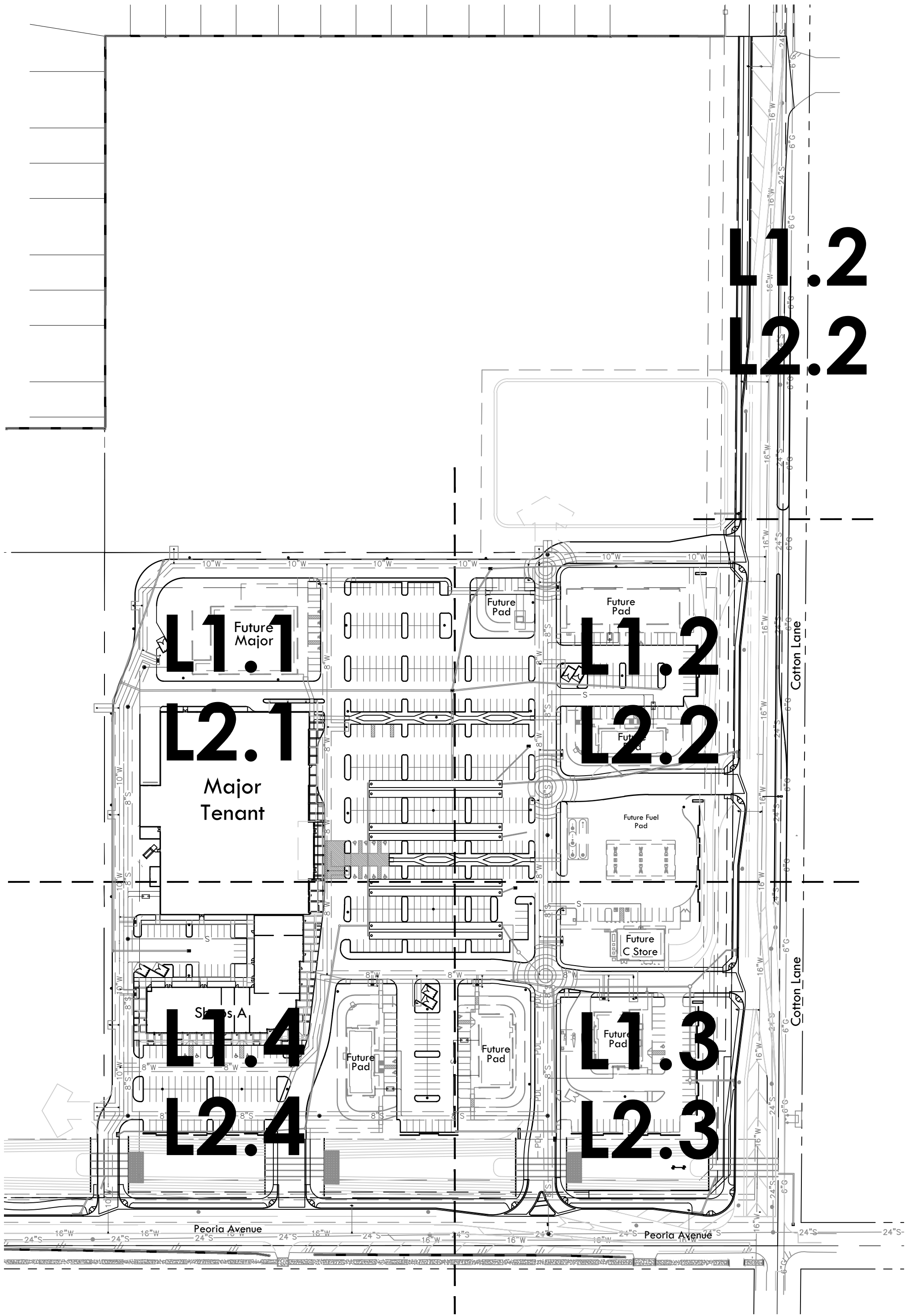
FINAL PLAT OF
"STERLING GROVE SHOPPING CENTER"
NWC COTTON LANE & PEORIA AVENUE
SURPRISE, ARIZONA 85388

2122 W. Lone Cactus Drive, Suite 111
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: DK
SHEET 8 OF 8
DATE: 11/4/22
JOB: 202102052

CASE NUMBER: FS21-1000



LANDSCAPE COVER SHEET

CITY OF SURPRISE GENERAL NOTES

- ALL CHANGES TO BE APPROVED BY THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.
- SIGNS REQUIRE A SEPARATE PERMIT.
- ALL UTILITY BOXES AND STRUCTURES ARE TO BE SCREENED FROM VIEW.
- PLANT MATERIAL IS NOT TO BE LOCATED WITHIN 5 FEET OF ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION.
- SIGHT VISIBILITY TRIANGLES / LINES SHALL BE PER CITY OF SURPRISE DETAIL 4-01 AND 4-02. ALL PLANT MATERIAL LOCATED WITHIN THE SIGHT VISIBILITY TRIANGLES ARE TO BE MAINTAINED NO HIGHER THAN 30" (INCHES) HIGH AND HANG NO LOWER THAN 7 FEET FROM GROUND ELEVATION.
- A MINIMUM OF TEN (10) PERCENT OF THE SITE IS TO BE LANDSCAPED.
- ALL TREES AND PLANT MATERIAL SHALL CONFORM TO THE ARIZONA DEPARTMENT OF WATER RESOURCES PLANT MATERIALS LIST.
- ALL TREES WILL BE MEASURED AND HAVE A MINIMUM CALIPER SIZE AS DEFINED IN THE LATEST VERSION OF THE ARIZONA NURSERY ASSOCIATION CONTAINER GROWN TREE GUIDE.
- A TREE ROOT BARRIER IS REQUIRED PER CITY OF SURPRISE EDS DETAIL 8-14 WHEN TREES ARE WITHIN THREE FEET OF SIDEWALK, CURBS, PAVEMENT OR WALLS.
- ALL IRRIGATION PIPE TO BE PURPLE IN COLOR FOR RECLAIMED WATER.
- THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.
- SIGHT DISTANCE REQUIREMENTS ON ARTERIAL 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.

MASTER PLANT LIST

TREES		SIZE / QTY
TIPUANA TIPU	TIPU TREE	36" BOX / LOW BREAKING / 53 QTY
PITACIA CHINENSIS	CHINESE PISTACHE	36" BOX / LOW BREAKING / 94 QTY
ULMUS PARVIFOLIA	EVERGREEN ELM	24" BOX / LOW BREAKING / 63 QTY
QUERCUS FUSIFORMIS	SOUTHERN LIVE OAK	24" BOX / LOW BREAKING / 20 QTY
CITRUS SPP. / PISTACIA LENTISCUS	CITRUS / MASTIC TREE	24" BOX / LOW BREAKING / 13 QTY
PISTACIA LENTISCUS	MASTIC TREE	15 GALLON / LOW BREAKING / 27 QTY
SHRUBS		
CARISSA 'GREEN CARPET'	GREEN CARPET NATAL PLUM	5 GAL / 500 QTY
OLEA EUROPAEA 'LITTLE OLLIE'	DWARF OLIVE	5 GAL / 508 QTY
MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTLE	5 GAL / 295 QTY
RUELLIA PENINSULARIS	BAJA RUELLIA	5 GAL / 179 QTY
LEUCOPHYLLUM 'RIO BRAVO'	RIO BRAVO SAGE	5 GAL / 316 QTY
HESPERALOE PARVIFLORA	RED YUCCA	5 GAL / 83 QTY
BOUGAINVILLEA 'BARBARA KARST'	BOUGAINVILLEA	5 GAL / 97 QTY
LEUCOPHYLLUM ZYGOPHYLLUM	CIMARRON SAGE	5 GAL / 65 QTY
EREMOPHILA CARNOSEA	WINTER BLAZE EMU	5 GAL / 163 QTY
TECOMA 'ORANGE JUBILEE'	ORANGE JUBILEE TECOMA	5 GAL / 40 QTY
GROUND COVER		
ERICAMERIA LARICIFOLIA 'AGUIRRE'	TURPENTINE BUSH	1 GAL / 449 QTY
LANTANA 'DALLAS RED'	RED LANTANA	1 GAL @ 3' O.C. 260 QTY
EREMOPHILA GLABRA	OUTBACK SUNRISE EMU	1 GAL @ 4' O.C. 780 QTY
CHRYSACTINIA MEXICANA	DAMIANITA	1 GAL @ 3' O.C. 627 QTY
ROSMARINUS 'HUNTINGTON CARPET'	TRAILING ROSEMARY	1 GAL @ 3' O.C. 411 QTY
LANTANA MONTEVIDENSIS	PURPLE LANTANA	1 GAL @ 3' O.C. 170 QTY
CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLE BRUSH	1 GAL @ 3' O.C. 744 QTY
MUHLENBERGIA RIGIDA	NASHVILLE GRASS	1 GAL @ 4' O.C. 867 QTY
LANTANA 'NEW GOLD'	YELLOW LANTANA	1 GAL @ 3' O.C. 431 QTY
JUSTICIA CALIFORNICA	CHUPAROSA	1 GAL @ 3' O.C. 300 QTY
TURF (SOD)	MIDIRON HYBRID BERMUDA	+/- 51,760 SF
DG	DECOMPOSED GRANITE	2" DEPTH
6" CONCRETE MOWSTRIP TO MATCH STERLING GROVE FRONTAGE		

GENERAL NOTES

- ALL PLANTING AREAS TO HAVE TOP DRESSING OF DECOMPOSED GRANITE, SIZE & COLOR AS SPECIFIED 2" THICK, TYP. APPLIED OVER PRE-EMERGENT PER MFG. SPECS. 2 APPLICATIONS, MIN.
- VERIFY ALL CONDITIONS IN FIELD PRIOR TO BIDDING/ INSTALLATION. DISCREPANCIES SHALL BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION IN WRITING.
- NO PLANT SUBSTITUTION ALLOWED UNLESS APPROVED BY LANDSCAPE ARCHITECT.
- LANDSCAPE ARCHITECT TO APPROVE ALL TREES AND SHRUBS PRIOR TO DELIVERY TO SITE.
- LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVE THE RIGHT TO REFUSE ANY PLANT HE/SHE DEEMS UNACCEPTABLE. FOR CLARIFICATION OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE SITE, THEY SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO TAKE PRECAUTIONS TO PROTECT ANY EXISTING IMPROVEMENTS.
- PLANT LIST/QTY'S PROVIDED FOR CONTRACTOR'S CONVENIENCE ONLY. PLANS TAKE PRECEDENCE.
- FINISHED GRADE BELOW ALL PLANTERS SHALL BE 1" BELOW ADJACENT HEADER, PAVING, CURBING, ETC.
- GROUND COVER AND/OR DG SHALL EXTEND UNDER SHRUBS UNLESS NOTED.
- ALL EARTHWORK IS TO BE DONE SO THAT ALL WATER DRAINS AWAY FROM ALL STRUCTURES.
- ALL UNDERGROUND CONDUITS/PIPES/UTILITIES ARE TO BE LOCATED PRIOR TO DIGGING.
- CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED SLEEVING WHETHER IT IS SHOWN ON THE PLANS OR NOT.
- ANY EXISTING PLANT MATERIAL NOT SHOWN TO REMAIN IS TO BE REMOVED BY CONTRACTOR.

IRRIGATION LEGEND

WATER METER (SEE PLAN FOR SIZE) (1 QTY, 1.5" FOR ON-SITE LANDSCAPE) (1 QTY, 1" FOR MEDIAN LANDSCAPE)	
FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTER (1 QTY, 1.5" FOR ON-SITE LANDSCAPE) (1 QTY, 1" FOR MEDIAN LANDSCAPE)	
2" PVC MAINLINE SIZE AS REQUIRED (PURPLE FOR RECLAIMED WATER)	
HUNTER ICV-R-101 VALVE (PURPLE HANDLE) WITH: 1" Y-FILTER AND 3/4" SENNINGER PRESSURE REGULATOR FOR DRIP WITH HUNTER ICD DECODERS.	
HUNTER ICV-R-151 VALVE (PURPLE HANDLE) WITH: WITH HUNTER ICD DECODERS.	
GATE VALVE	
PVC TREE LATERAL (PURPLE FOR RECLAIMED WATER) WITH: BOWSMITH ML-210 SERIES MULTI-OUTLET EMITTER, 1 PER TREE AS SHOWN ON PLAN, OPENINGS PER TREE: 15 GAL 3 EA / 24" BOX 3 EA / 36" BOX 3 EA / 48" BOX 5 EA	
PVC SHRUB LATERAL (PURPLE FOR RECLAIMED WATER) WITH: BOWSMITH SL-210 SERIES SINGLE OUTLET EMITTER, WITH DRIP DISTRIBUTION TUBING (5' MAX), PEPKO OR EQUAL 1 GAL 1 EA / 5 GAL 1 EA	
PVC TURF LATERAL (CLASS 200) (SIZE AS REQUIRED) WITH:	
SPRAY NOZZLES	RADIUS GPM PSI
HUNTER PRO ADJUSTABLE NOZZLES - 15A QUARTER	15' .93 GPM 30
HUNTER PRO ADJUSTABLE NOZZLES - 15A HALF	15' 1.86 GPM 30
HUNTER PRO ADJUSTABLE NOZZLES - 17A FULL	17' 4.6 GPM 30
ROTORS	RADIUS GPM PSI
HUNTER I-20-04-R 2.0 SR BLACK ROTOR - QUARTER	20' 1 GPM 45
HUNTER I-20-04-R 2.0 SR BLACK ROTOR - HALF	20' 2 GPM 45
HUNTER I-20-04-R 2.0 SR BLACK ROTOR - FULL	20' 4 GPM 45
HUNTER I-20-04-R 4.0 BLUE ROTOR - QUARTER	40' 2 GPM 45
HUNTER I-20-04-R 4.0 BLUE ROTOR - HALF	40' 4 GPM 45
PVC SLEEVES (SCH 40) (SIZE AS REQUIRED: SEE SLEEVE SCHEDULE BELOW)	
END CAP (FLUSH TYPE)	
HUNTER ACC2 DECODER, 2 WIRE CONTROLLER A2C-75D-SS, STAINLESS STEEL WALL MOUNTED USE HUNTER ID2 #12UF, TWO WIRE, TWISTED CABLE PAIR COPPER WIRE WITH DBRY CONNECTORS	
CONTROLLER + STATION VALVE SIZE	

IRRIGATION GENERAL NOTES

- PLAN IS DIAGRAMMATIC. VERIFY EXISTING CONDITIONS IN FIELD. REPORT TO LANDSCAPE ARCHITECT IF CONFLICT ARISES. ALL IRRIGATION MATERIAL TO BE PLACED IN PLANTING AREAS. BLUE STAKE PRIOR TO DIGGING.
- IRRIGATION & ELECTRICAL SLEEVES TO BE SCH 40 PVC OR BETTER. SIZE AND PROVIDE AS REQUIRED.
- COORDINATE PROGRAMS SO OVERLAP OF STATIONS DOES NOT CAUSE SIGNIFICANT PRESSURE LOSS.
- SYSTEM HAS BEEN DESIGNED FOR A STATIC PRESSURE OF 60 PSI. CONTRACTOR TO FIELD VERIFY PRIOR TO ANY INSTALLATION OR ORDERING OF MATERIAL AND NOTIFY CONSULTANT OF ANY DIFFERENCES. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT, HE ASSUMES FULL RESPONSIBILITY FOR ANY NECESSARY ALTERATION TO THE SYSTEM.
- REFER TO SPECIFICATIONS AND DETAILS FOR INSTALLATION PROCEDURES.
- GENERAL CONTRACTOR RESPONSIBLE FOR 120 VOLT SERVICE AT IRRIGATION CONTROLLER LOCATION. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CONNECTION TO CONTROLLER.
- LANDSCAPE CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR THE SLEEVING INSTALLATION WITH INSTALLATION OF CONCRETE FLATWORK AND ASPHALT PAVING.
- LANDSCAPE CONTRACTOR RESPONSIBLE TO PROTECT EXISTING IMPROVEMENTS. LANDSCAPE CONTRACTOR RESPONSIBLE TO MINIMIZE PLACEMENT OF IRRIGATION MATERIALS IN RETENTION AREAS.

PIPE SCHEDULE

PIPE SIZE	GAL/MIN
1/2"	0-5
3/4"	6-10
1"	11-15
1 1/4"	16-25
1 1/2"	26-35

SLEEVE SCHEDULE

PIPE SIZE	SLEEVE SIZE
1/2"	1"
3/4"	1 1/2"
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"

NOTE:

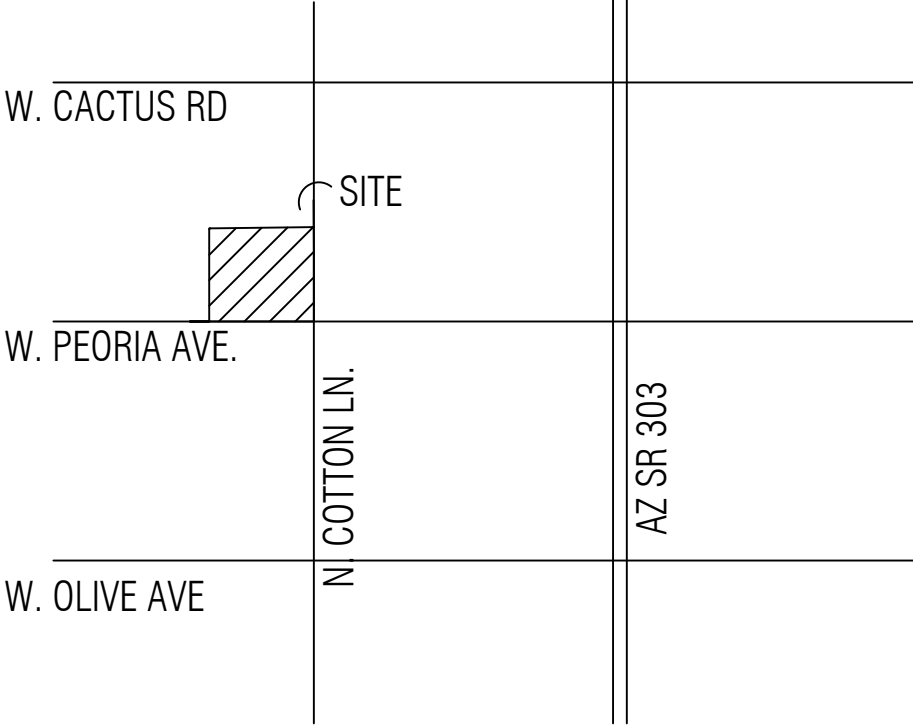
- MAINLINE SHOWN IN PAVEMENT FOR GRAPHIC CLARITY.
- ACTUAL LOCATION OF MAINLINE TO BE IN THE LANDSCAPE AREA.
- SLEEVE MAINLINE AS REQUIRED.
- ALL EQUIPMENT TO BE PURPLE IN COLOR FOR RECLAIMED WATER.

SHEET INDEX

L1.0	LANDSCAPE COVER
L1.1	PLANTING PLAN
L1.2	PLANTING PLAN
L1.3	PLANTING PLAN
L1.4	PLANTING PLAN
L2.1	IRRIGATION PLAN
L2.2	IRRIGATION PLAN
L2.3	IRRIGATION PLAN
L2.4	IRRIGATION PLAN
L2.5	R.O.W. SLEEVE PLAN
L3.0	LANDSCAPE DETAILS

TOTAL SITE AREA: 814,037 SF
TOTAL TURF AREA: 51,760 SF (6%)
TOTAL ON-SITE LANDSCAPE AREA: 188,888 SF (23%)

VICINITY MAP



NTS



COMMON BOND
DEVELOPMENT GROUP

Sterling Grove Shopping Center

NWC Peoria Avenue and Cotton Lane
Surprise, Arizona

- △ Development Review Set
- △ Bid Set
- ▲ City Submittal
- △ Construction Set

Revisions:

- △
- △ CITY COMMENTS 02/03/2022
- △ CITY COMMENTS 03/11/2022

Ownership of Instruments of Service:

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Seal

Date: MARCH 21, 2022

Project Number:

Drawn by:

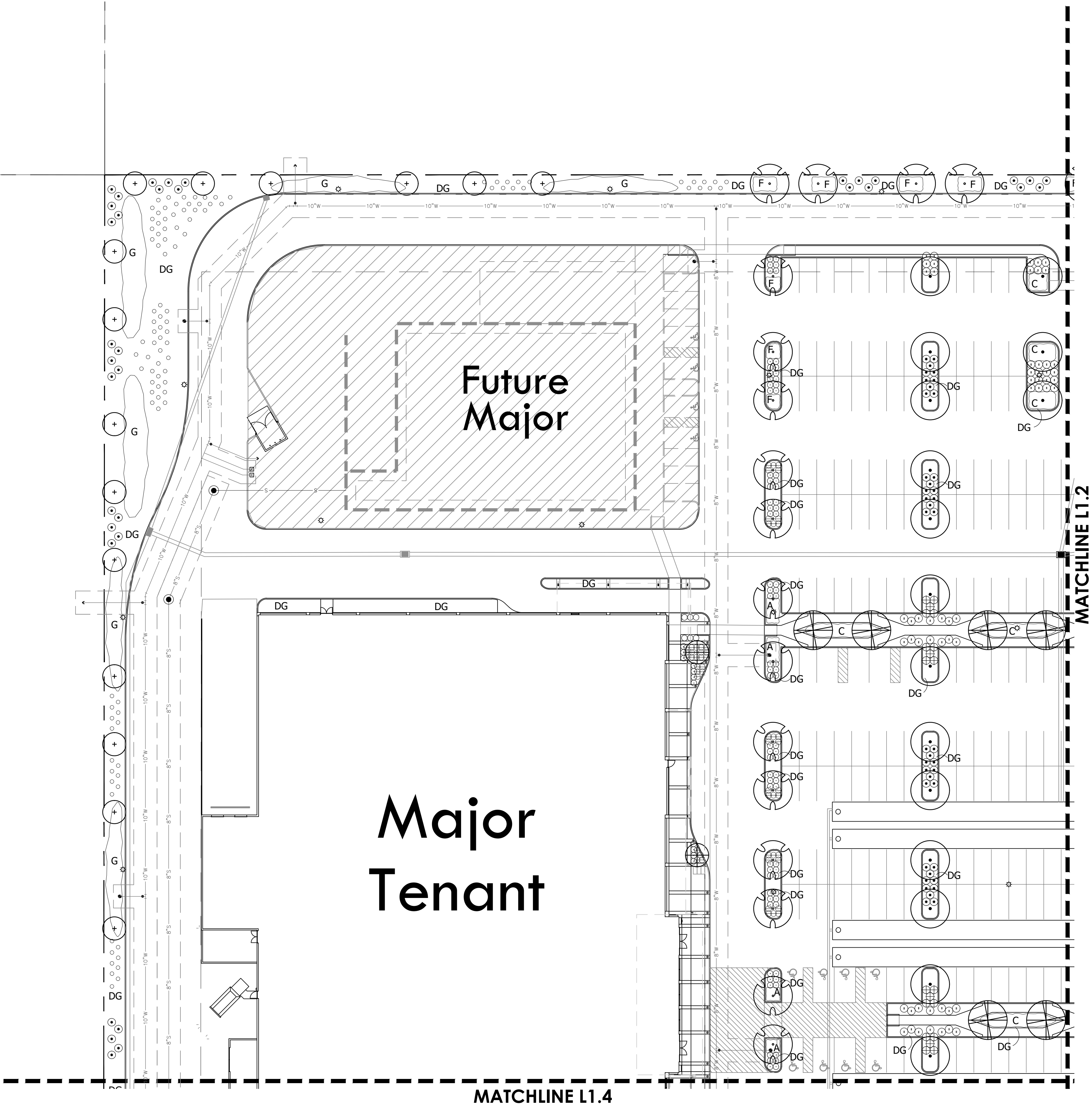
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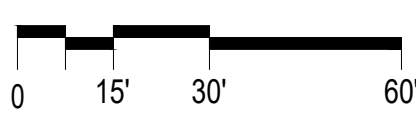
LANDSCAPE COVER

FS21-1000

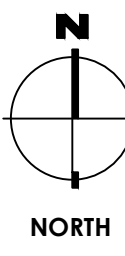
MASTER PLANT LIST		
TREES		
	SIZE / QTY	
TIPUANA TIPU TIPU TREE	36" BOX / LOW BREAKING / 53 QTY	
PITACIA CHINENSIS CHINESE PISTACHE	36" BOX / LOW BREAKING / 94 QTY	
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / LOW BREAKING / 63 QTY	
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PISTACIA LENTISCUS MASTIC TREE	15 GALLON / LOW BREAKING / 27 QTY	
SHRUBS		
CARISSA 'GREEN CARPET' GREEN CARPET NATAL PLUM	5 GAL / 500 QTY	
OLEA EUROPAEA 'LITTLE OLLIE' DWARF OLIVE	5 GAL / 508 QTY	
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LEUCOPHYLLUM 'RIO BRAVO' RIO BRAVO SAGE	5 GAL / 316 QTY	
HESPERALOE PARVIFLORA RED YUCCA	5 GAL / 83 QTY	
BOUGAINVILLEA 'BARBARA KARST' BOUGAINVILLEA	5 GAL / 97 QTY	
LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL / 65 QTY	
EREMOPHILA CARNOSA WINTER BLAZE EMU	5 GAL / 163 QTY	
TECOMA 'ORANGE JUBILEE' ORANGE JUBILEE TECOMA	5 GAL / 40 QTY	
GROUND COVER		
ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE BUSH	1 GAL / 449 QTY	
A LANTANA 'DALLAS RED' RED LANTANA	1 GAL @ 3' O.C. 260 QTY	
B EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL @ 4' O.C. 780 QTY	
C CHRYSACTINIA MEXICANA DAMIANITA	1 GAL @ 3' O.C. 627 QTY	
D ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL @ 3' O.C. 411 QTY	
E LANTANA MONTEVIDENSIS PURPLE LANTANA	1 GAL @ 3' O.C. 170 QTY	
F CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH	1 GAL @ 3' O.C. 744 QTY	
G MUHLENBERGIA RIGIDA NASHVILLE GRASS	1 GAL @ 4' O.C. 867 QTY	
H LANTANA 'NEW GOLD' YELLOW LANTANA	1 GAL @ 3' O.C. 431 QTY	
I JUSTICIA CALIFORNICA CHUPAROSA	1 GAL @ 3' O.C. 300 QTY	
TURF (SOD) MIDIRON HYBRID BERMUDA	+/-51,760 SF	
DG DECOMPOSED GRANITE COLOR AND SIZE TO MATCH STERLING GROVE FRONTAGE	2" DEPTH	
6" CONCRETE MOWSTRIP TO MATCH STERLING GROVE FRONTAGE		



PLANTING PLAN



SCALE: 1"=30'-0"





Sterling Grove Shopping Center

NWC Peoria Avenue and Cotton Lane
Surprise, Arizona

- △ Development Review Set
△ Bid Set
▲ City Submittal
△ Construction Set

Revisions:

- △ CITY COMMENTS 02/03/2022
△ CITY COMMENTS 03/11/2022

Ownership of Instruments of Service:

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Seal

Date: MARCH 21, 2022

Project Number:

Drawn by:

Sheet Number

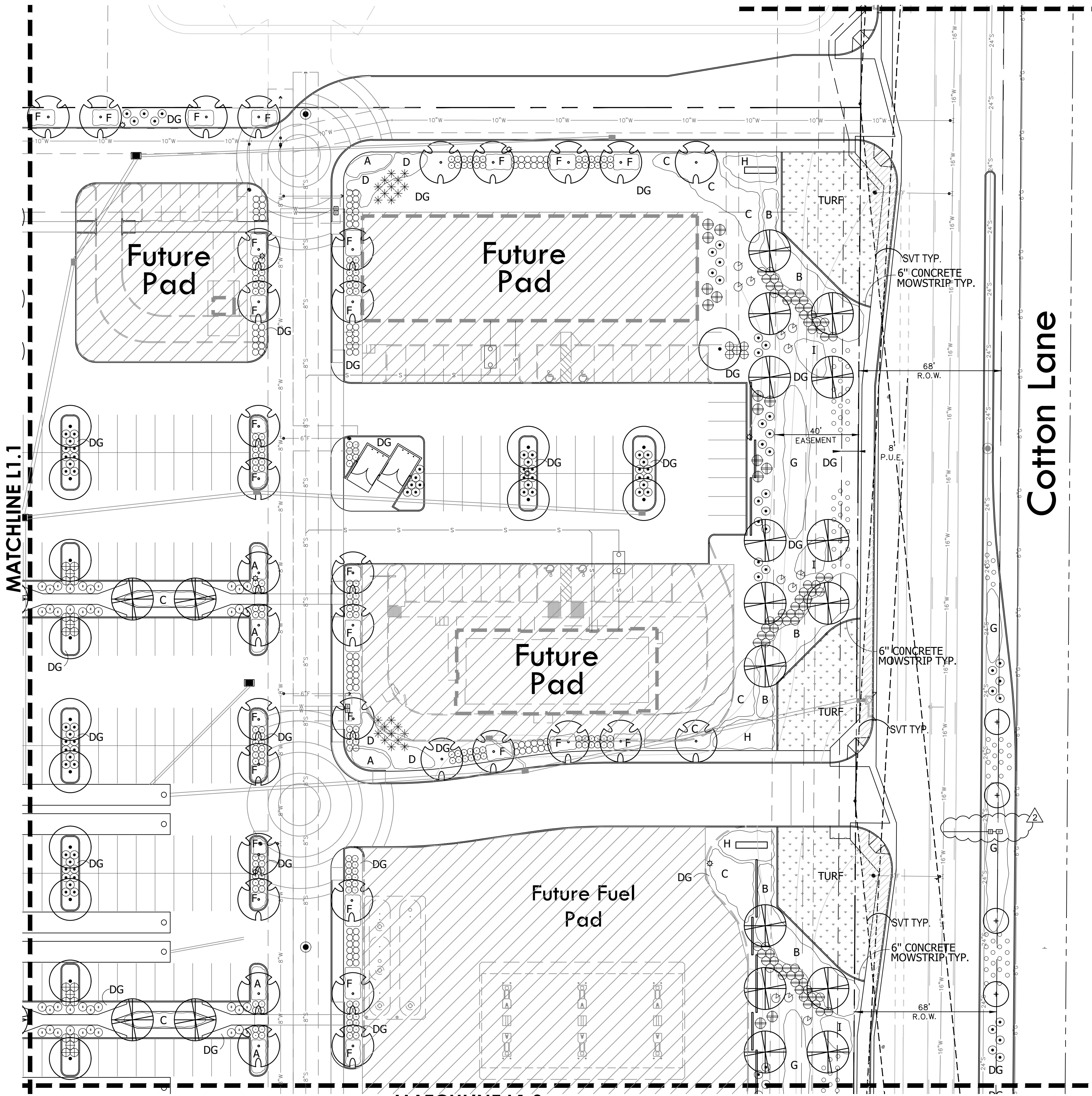
L1.2

PLANTING PLAN

FS21-1000

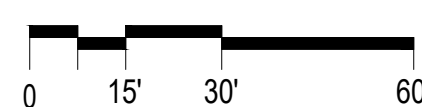
MATCHLINE A-A
SEE RIGHT

Cotton Lane

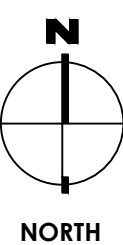


MATCHLINE L1.3

PLANTING PLAN



SCALE: 1"=30'-0"



MATCHLINE A-A
SEE LEFT

MASTER PLANT LIST

TREES		SIZE / QTY
TIPUANA TIPU	TIPU TREE	36" BOX / LOW BREAKING / 53 QTY
PITACIA CHINENSIS	CHINESE PISTACHE	36" BOX / LOW BREAKING / 94 QTY
ULMUS PARVIFOLIA	EVERGREEN ELM	24" BOX / LOW BREAKING / 63 QTY
QUERCUS FUSIFORMIS	SOUTHERN LIVE OAK	24" BOX / LOW BREAKING / 20 QTY
CITRUS SPP. / PISTACIA LENTISCUS	CITRUS / MASTIC TREE	24" BOX / LOW BREAKING / 13 QTY
PISTACIA LENTISCUS	MASTIC TREE	15 GALLON / LOW BREAKING / 27 QTY
SHRUBS		
CARISSA 'GREEN CARPET'	GREEN CARPET NATAL PLUM	5 GAL / 500 QTY
OLEA EUROPAEA 'LITTLE OLLIE'	DWARF OLIVE	5 GAL / 508 QTY
MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTLE	5 GAL / 295 QTY
RUPELLIA PENINSULARIS	BAJA RUELLIA	5 GAL / 179 QTY
LEUCOPHYLLUM 'RIO BRAVO'	RIO BRAVO SAGE	5 GAL / 316 QTY
HESPERALOE PARVIFLORA	RED YUCCA	5 GAL / 83 QTY
BOUGAINVILLEA 'BARBARA KARST'	BOUGAINVILLEA	5 GAL / 97 QTY
LEUCOPHYLLUM ZYGOPHYLLUM	CIMARRON SAGE	5 GAL / 65 QTY
EREMOPHILA CARNOSA	WINTER BLAZE EMU	5 GAL / 163 QTY
TECOMA 'ORANGE JUBILEE'	ORANGE JUBILEE TECOMA	5 GAL / 40 QTY
GROUND COVER		
ERICAMERIA LARICIFOLIA 'AGUIRRE'	TURPENTINE BUSH	1 GAL / 449 QTY
A	LANTANA 'DALLAS RED' RED LANTANA	1 GAL @ 3' O.C. 260 QTY
B	EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL @ 4' O.C. 780 QTY
C	CHRYSACTINIA MEXICANA DAMIANITA	1 GAL @ 3' O.C. 627 QTY
D	ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL @ 3' O.C. 411 QTY
E	LANTANA MONTEVIDENSIS PURPLE LANTANA	1 GAL @ 3' O.C. 170 QTY
F	CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH	1 GAL @ 3' O.C. 744 QTY
G	MUHLENBERGIA RIGIDA NASHVILLE GRASS	1 GAL @ 4' O.C. 867 QTY
H	LANTANA 'NEW GOLD' YELLOW LANTANA	1 GAL @ 3' O.C. 431 QTY
I	JUSTICIA CALIFORNICA CHUPAROSA	1 GAL @ 3' O.C. 300 QTY
TURF (SOD)	MIDIRON HYBRID BERMUDA	+/-51,760 SF
DG	DECOMPOSED GRANITE COLOR AND SIZE TO MATCH STERLING GROVE FRONTAGE	2" DEPTH
6" CONCRETE MOWSTRIP	TO MATCH STERLING GROVE FRONTAGE	

Contact Arizona 811 at least two full working days before you begin excavation



Call 811 or click Arizona811.com



Sterling Grove Shopping Center

NWC Peoria Avenue and Cotton Lane
Surprise, Arizona

△ Development Review Set

△ Bid Set

▲ City Submittal

△ Construction Set

Revisions:

△

△ CITY COMMENTS 02/03/2022

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Seal

Date: MARCH 21, 2022

Project Number:

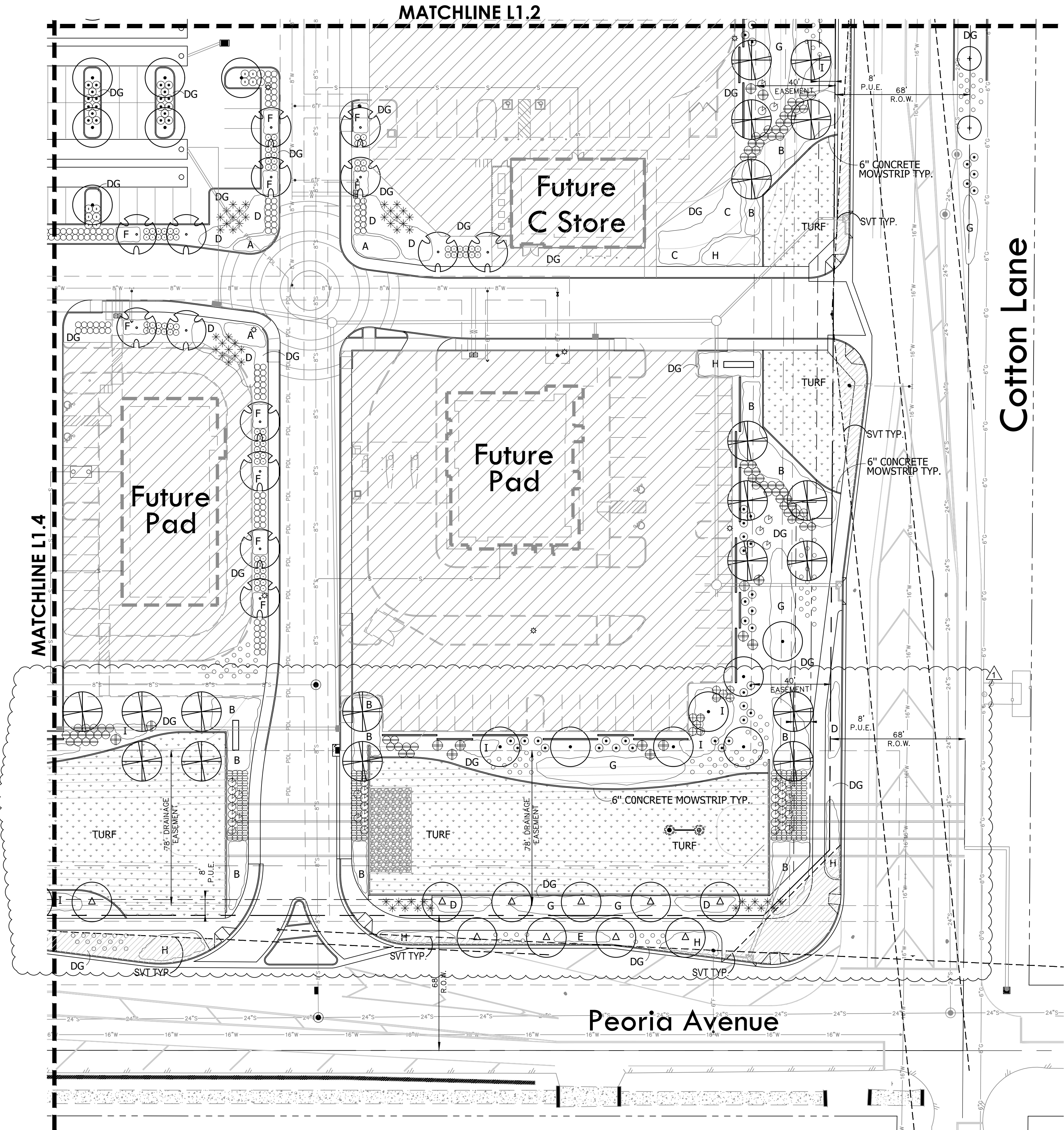
Drawn by:

Sheet Number

L1.3

PLANTING PLAN

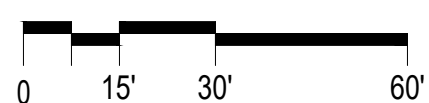
FS21-1000



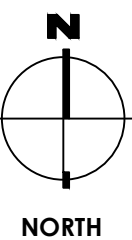
MASTER PLANT LIST

TREES		SIZE / QTY
	TIPUANA TIPU	36" BOX /
	TIPU TREE	LOW BREAKING /
		53 QTY
	PITACIA CHINENSIS	36" BOX /
	CHINESE PISTACHE	LOW BREAKING /
		94 QTY
	ULMUS PARVIFOLIA	24" BOX /
	EVERGREEN ELM	LOW BREAKING /
		63 QTY
	QUERCUS FUSIFORMIS	24" BOX /
	SOUTHERN LIVE OAK	LOW BREAKING /
		20 QTY
	CITRUS SPP. / PISTACIA LENTISCUS	24" BOX /
	CITRUS / MASTIC TREE	LOW BREAKING /
		13 QTY
	PISTACIA LENTISCUS	15 GALLON /
	MASTIC TREE	LOW BREAKING /
		27 QTY
	SHRUBS	
	CARISSA 'GREEN CARPET'	5 GAL / 500 QTY
	GREEN CARPET NATAL PLUM	
	OLEA EUROPAEA 'LITTLE OLLIE'	5 GAL / 508 QTY
	DWARF OLIVE	
	MYRTUS COMMUNIS 'COMPACTA'	5 GAL / 295 QTY
	DWARF MYRTLE	
	RUELLIA PENINSULARIS	5 GAL / 179 QTY
	BAJA RUELLIA	
	LEUCOPHYLLUM 'RIO BRAVO'	5 GAL / 316 QTY
	RIO BRAVO SAGE	
	HESPERALOE PARVIFLORA	5 GAL / 83 QTY
	RED YUCCA	
	BOUGAINVILLEA 'BARBARA KARST'	5 GAL / 97 QTY
	BOUGAINVILLEA	
	LEUCOPHYLLUM ZYGOPHYLLUM	5 GAL / 65 QTY
	CIMARRON SAGE	
	EREMOPHILA CARNOSA	5 GAL / 163 QTY
	WINTER BLAZE EMU	
	TECOMA 'ORANGE JUBILEE'	5 GAL / 40 QTY
	ORANGE JUBILEE TECOMA	
	GROUND COVER	
	ERICAMERIA LARICIFOLIA 'AGUIRRE'	1 GAL / 449 QTY
	TURPENTINE BUSH	
	LANTANA 'DALLAS RED'	1 GAL @ 3' O.C.
	RED LANTANA	260 QTY
	EREMOPHILA GLABRA	1 GAL @ 4' O.C.
	OUTBACK SUNRISE EMU	780 QTY
	CHRYSACTINIA MEXICANA	1 GAL @ 3' O.C.
	DAMIANITA	627 QTY
	ROSMARINUS 'HUNTINGTON CARPET'	1 GAL @ 3' O.C.
	TRAILING ROSEMARY	411 QTY
	LANTANA MONTEVIDENSIS	1 GAL @ 3' O.C.
	PURPLE LANTANA	170 QTY
	CALLISTEMON 'LITTLE JOHN'	1 GAL @ 3' O.C.
	DWARF BOTTLE BRUSH	744 QTY
	MUHLENBERGIA RIGIDA	1 GAL @ 4' O.C.
	NASHVILLE GRASS	867 QTY
	LANTANA 'NEW GOLD'	1 GAL @ 3' O.C.
	YELLOW LANTANA	431 QTY
	JUSTICIA CALIFORNICA	1 GAL @ 3' O.C.
	CHUPAROSA	300 QTY
	TURF (SOD)	+/-51,760 SF
	MIDIRON HYBRID BERMUDA	
	DECOMPOSED GRANITE	2" DEPTH
	COLOR AND SIZE TO MATCH	
	STERLING GROVE FRONTAGE	
	6" CONCRETE MOWSTRIP TO MATCH	
	STERLING GROVE FRONTAGE	

PLANTING PLAN



SCALE: 1"=30'-0"



Contact Arizona 811 at least two full
working days before you begin excavation



Call 811 or click Arizona811.com



Sterling Grove Shopping Center

NWC Peoria Avenue and Cotton Lane
Surprise, Arizona

△ Development Review Set
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Revisions:

△ CITY COMMENTS 02/03/2022

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Seal

Date: MARCH 21, 2022

Project Number:

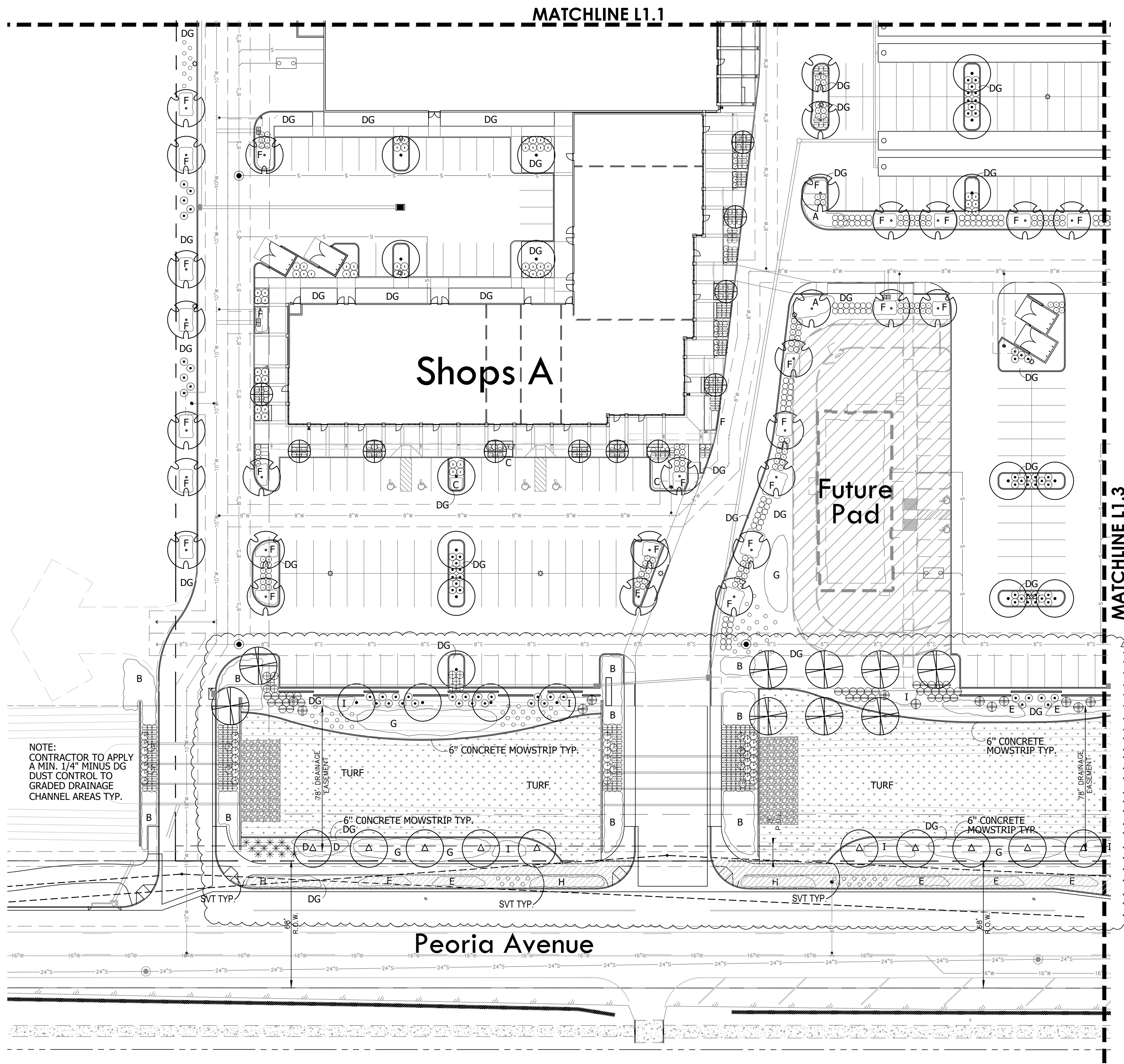
Drawn by:

Sheet Number

L1.4

PLANTING PLAN

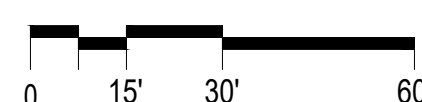
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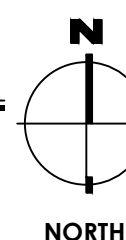
MASTER PLANT LIST

TREES		SIZE / QTY
TIPUANA TIPU TIPU TREE	36" BOX /	LOW BREAKING /
	53 QTY	
PITACIA CHINENSIS CHINESE PISTACHE	36" BOX /	LOW BREAKING /
	94 QTY	
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX /	LOW BREAKING /
	63 QTY	
QUERCUS FUSIFORMIS SOUTHERN LIVE OAK	24" BOX /	LOW BREAKING /
	20 QTY	
CITRUS SPP. / PISTACIA LENTISCUS CITRUS / MASTIC TREE	24" BOX /	LOW BREAKING /
	13 QTY	
PISTACIA LENTISCUS MASTIC TREE	15 GALLON /	LOW BREAKING /
	27 QTY	
SHRUBS CARISSA 'GREEN CARPET' GREEN CARPET NATAL PLUM	5 GAL /	500 QTY
OLEA EUROPAEA 'LITTLE OLLIE' DWARF OLIVE	5 GAL /	508 QTY
MYRTUS COMMUNIS 'COMPACTA' DWARF MYRTLE	5 GAL /	295 QTY
RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL /	179 QTY
LEUCOPHYLLUM 'RIO BRAVO' RIO BRAVO SAGE	5 GAL /	316 QTY
HESPERALOE PARVIFLORA RED YUCCA	5 GAL /	83 QTY
BOUGAINVILLEA 'BARBARA KARST' BOUGAINVILLEA	5 GAL /	97 QTY
LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL /	65 QTY
EREMOPHILA CARNOSA WINTER BLAZE EMU	5 GAL /	163 QTY
TECOMA 'ORANGE JUBILEE' ORANGE JUBILEE TECOMA	5 GAL /	40 QTY
GROUND COVER ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE BUSH	1 GAL /	449 QTY
A LANTANA 'DALLAS RED' RED LANTANA	1 GAL @ 3' O.C.	260 QTY
B EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL @ 4' O.C.	780 QTY
C CHRYSACTINIA MEXICANA DAMIANITA	1 GAL @ 3' O.C.	627 QTY
D ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL @ 3' O.C.	411 QTY
E LANTANA MONTEVIDENSIS PURPLE LANTANA	1 GAL @ 3' O.C.	170 QTY
F CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH	1 GAL @ 3' O.C.	744 QTY
G MUHLENBERGIA RIGIDA NASHVILLE GRASS	1 GAL @ 4' O.C.	867 QTY
H LANTANA 'NEW GOLD' YELLOW LANTANA	1 GAL @ 3' O.C.	431 QTY
I JUSTICIA CALIFORNICA CHUPAROSA	1 GAL @ 3' O.C.	300 QTY
TURF (SOD) MIDIRON HYBRID BERMUDA	+/-51,760 SF	
DG DECOMPOSED GRANITE COLOR AND SIZE TO MATCH STERLING GROVE FRONTAGE	2" DEPTH	
6" CONCRETE MOWSTRIP TO MATCH STERLING GROVE FRONTAGE		

PLANTING PLAN



SCALE: 1" = 30'-0"



IRRIGATION LEGEND

- WATER METER (SEE PLAN FOR SIZE)
(1 QTY, 1.5" FOR ON-SITE LANDSCAPE)
(1 QTY, 1" FOR MEDIAN LANDSCAPE)
- FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTER
(1 QTY, 1.5" FOR ON-SITE LANDSCAPE)
(1 QTY, 1" FOR MEDIAN LANDSCAPE)
- 2" PVC MAINLINE SIZE AS REQUIRED (PURPLE FOR RECLAIMED WATER)
- ⊕ HUNTER ICV-R-101 VALVE (PURPLE HANDLE) WITH:
1" Y-FILTER AND 3/4" SENNINGER PRESSURE REGULATOR FOR DRIP
WITH HUNTER ICD DECODERS.
- ⊕ HUNTER ICV-R-151 VALVE (PURPLE HANDLE) WITH:
WITH HUNTER ICD DECODERS.
GATE VALVE
- PVC TREE LATERAL (PURPLE FOR RECLAIMED WATER) WITH:
BOWSMITH ML-210 SERIES MULTI-OUTLET EMITTER, 1 PER TREE AS
SHOWN ON PLAN, OPENINGS PER TREE:
15 GAL 3 EA / 24" BOX 3 EA / 36" BOX 3 EA / 48" BOX 5 EA
- PVC SHRUB LATERAL (PURPLE FOR RECLAIMED WATER) WITH:
BOWSMITH SL-210 SERIES SINGLE OUTLET EMITTER, WITH DRIP
DISTRIBUTION TUBING (5' MAX), PEPCO OR EQUAL
1 GAL 1 EA / 5 GAL 1 EA
- PVC TURF LATERAL (CLASS 200) (SIZE AS REQUIRED) WITH:
- | | | RADIUS | GPM | PSI |
|-----|---|--------|----------|-----|
| Q ▼ | HUNTER PRO ADJUSTABLE NOZZLES - 15A QUARTER | 15' | .93 GPM | 30 |
| H ▼ | HUNTER PRO ADJUSTABLE NOZZLES - 15A HALF | 15' | 1.86 GPM | 30 |
| F ○ | HUNTER PRO ADJUSTABLE NOZZLES - 17A FULL | 17' | 4.6 GPM | 30 |
- | | | RADIUS | GPM | PSI |
|-----|---|--------|-------|-----|
| Q ▼ | HUNTER I-20-04-R 2.0 SR BLACK ROTOR - QUARTER | 20' | 1 GPM | 45 |
| H ▼ | HUNTER I-20-04-R 2.0 SR BLACK ROTOR - HALF | 20' | 2 GPM | 45 |
| F ● | HUNTER I-20-04-R 2.0 SR BLACK ROTOR - FULL | 20' | 4 GPM | 45 |
| Q ⊗ | HUNTER I-20-04-R 4.0 BLUE ROTOR - QUARTER | 40' | 2 GPM | 45 |
| H ⊗ | HUNTER I-20-04-R 4.0 BLUE ROTOR - HALF | 40' | 4 GPM | 45 |
- PVC SLEEVES (SCH 40)
(SIZE AS REQUIRED: SEE SLEEVE SCHEDULE BELOW)
- END CAP (FLUSH TYPE)
- ⊕ HUNTER ACC2 DECODER, 2 WIRE CONTROLLER
A2C-75D-SS, STAINLESS STEEL WALL MOUNTED
USE HUNTER ID2 #12UF, TWO WIRE, TWISTED CABLE
PAIR COPPER WIRE WITH DBRY CONNECTORS
- ⊕ CONTROLLER + STATION
VALVE SIZE

IRRIGATION GENERAL NOTES

- PLAN IS DIAGRAMMATIC. VERIFY EXISTING CONDITIONS IN FIELD. REPORT TO LANDSCAPE ARCHITECT IF CONFLICT ARISES. ALL IRRIGATION MATERIAL TO BE PLACED IN PLANTING AREAS. BLUE STAKE PRIOR TO DIGGING.
- IRRIGATION & ELECTRICAL SLEEVES TO BE SCH 40 PVC OR BETTER. SIZE AND PROVIDE AS REQUIRED.
- COORDINATE PROGRAMS SO OVERLAP OF STATIONS DOES NOT CAUSE SIGNIFICANT PRESSURE LOSS.
- SYSTEM HAS BEEN DESIGNED FOR A STATIC PRESSURE OF 60 PSI. CONTRACTOR TO FIELD VERIFY PRIOR TO ANY INSTALLATION OR ORDERING OF MATERIAL AND NOTIFY CONSULTANT OF ANY DIFFERENCES. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT, HE ASSUMES FULL RESPONSIBILITY FOR ANY NECESSARY ALTERATION TO THE SYSTEM.
- REFER TO SPECIFICATIONS AND DETAILS FOR INSTALLATION PROCEDURES.
- GENERAL CONTRACTOR RESPONSIBLE FOR 120 VOLT SERVICE AT IRRIGATION CONTROLLER LOCATION. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CONNECTION TO CONTROLLER.
- LANDSCAPE CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR THE SLEEVE INSTALLATION WITH INSTALLATION OF CONCRETE FLATWORK AND ASPHALT PAVING.
- LANDSCAPE CONTRACTOR RESPONSIBLE TO PROTECT EXISTING IMPROVEMENTS. LANDSCAPE CONTRACTOR RESPONSIBLE TO MINIMIZE PLACEMENT OF IRRIGATION MATERIALS IN RETENTION AREAS.

PIPE SCHEDULE

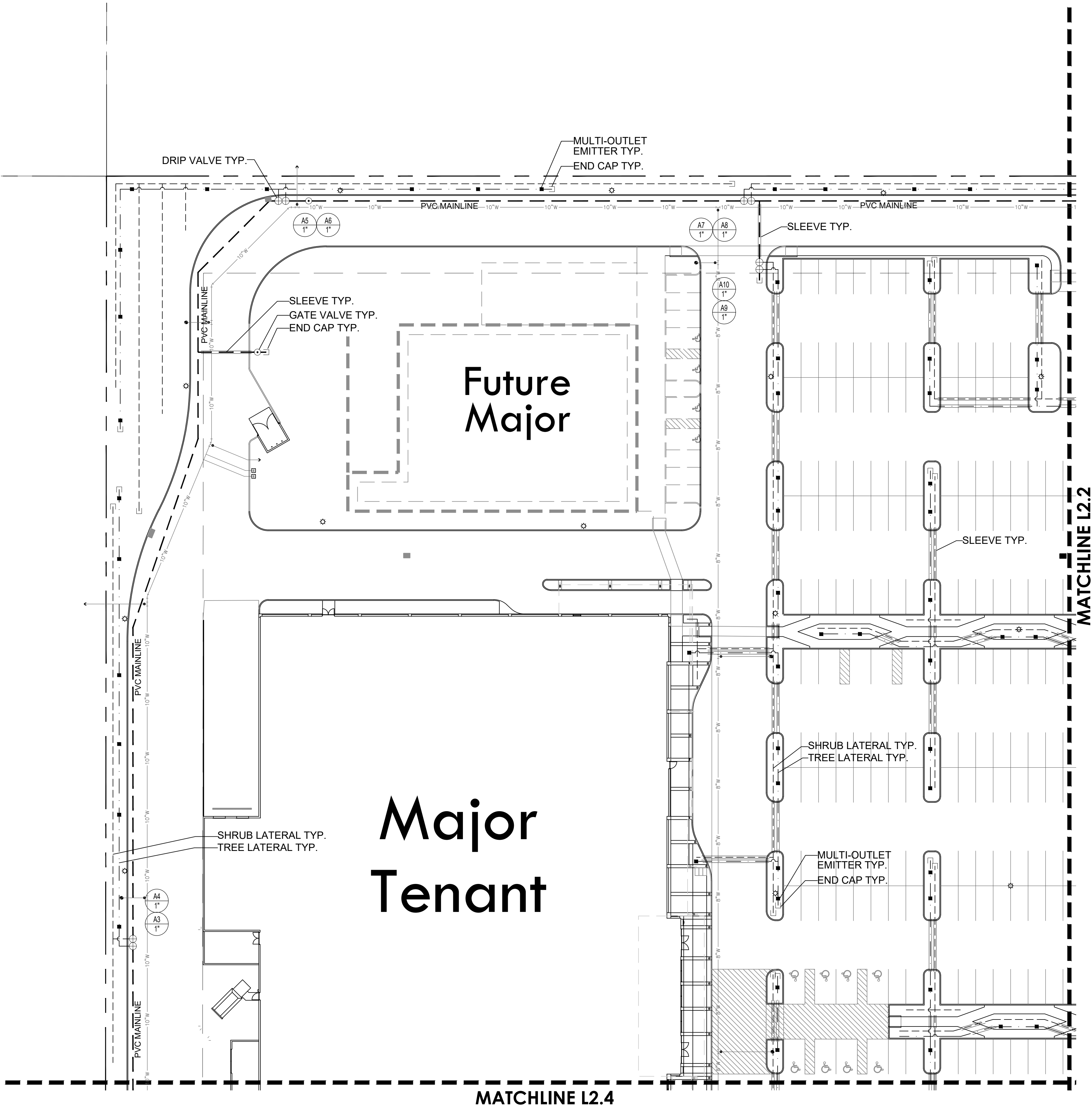
PIPE SIZE	GAL/MIN
1/2"	0-5
3/4"	6-10
1"	11-15
1 1/4"	16-25
1 1/2"	26-35

SLEEVE SCHEDULE

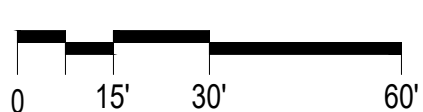
PIPE SIZE	SLEEVE SIZE
1/2"	1"
3/4"	1 1/2"
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"

NOTE:

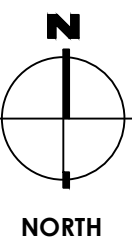
- MAINLINE SHOWN IN PAVEMENT FOR GRAPHIC CLARITY.
- ACTUAL LOCATION OF MAINLINE TO BE IN THE LANDSCAPE AREA.
- SLEEVE MAINLINE AS REQUIRED.
- ALL EQUIPMENT TO BE PURPLE IN COLOR FOR RECLAIMED WATER.

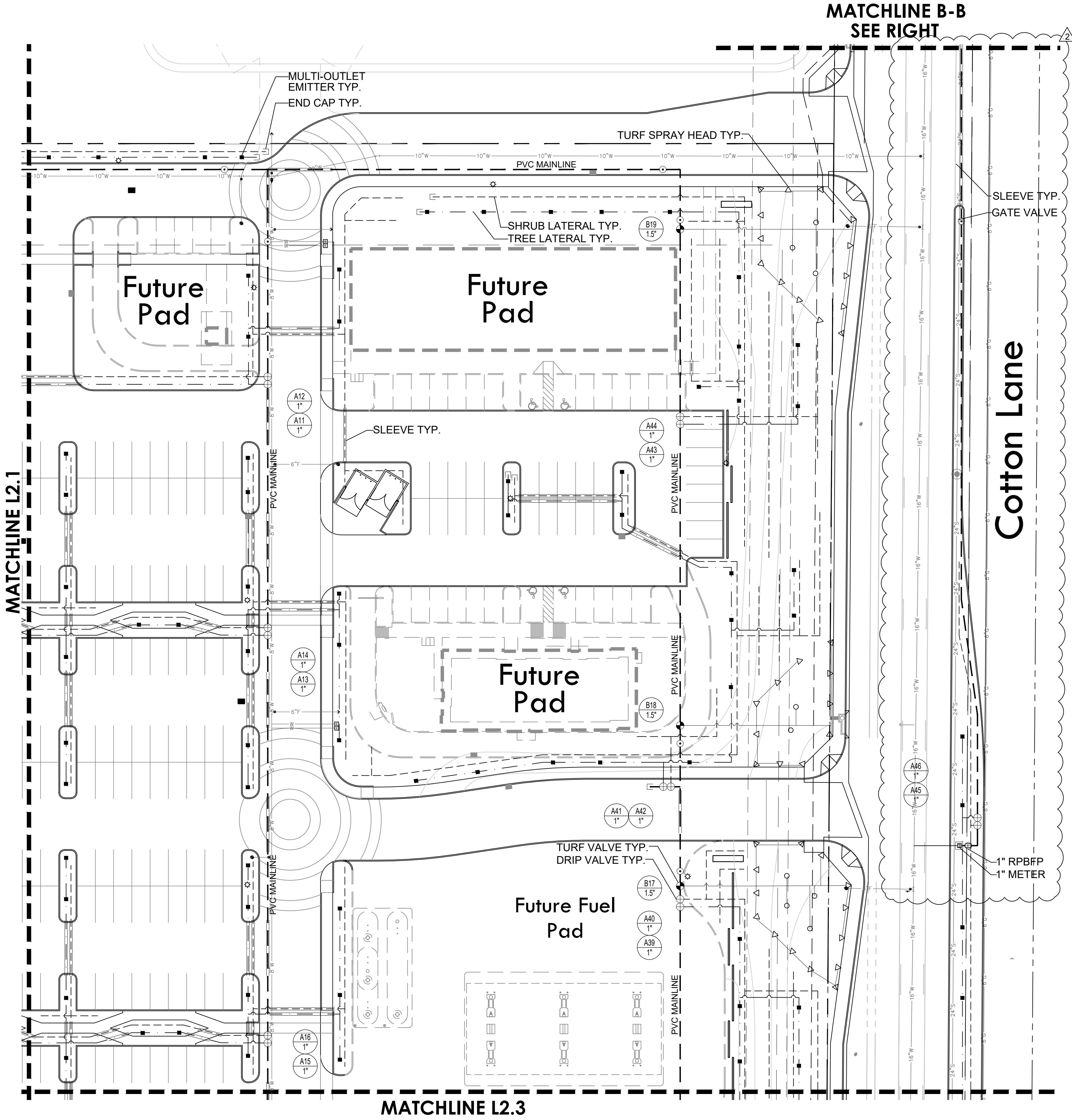


IRRIGATION PLAN

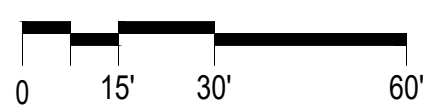


SCALE: 1"=30'-0"

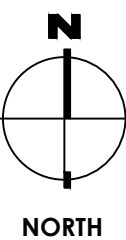




IRRIGATION PLAN



SCALE: 1"=30'-0"



IRRIGATION LEGEND

- WATER METER (SEE PLAN FOR SIZE)
(1 QTY, 1.5" FOR ON-SITE LANDSCAPE)
(1 QTY, 1" FOR MEDIAN LANDSCAPE)
- FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTER
(1 QTY, 1.5" FOR ON-SITE LANDSCAPE)
(1 QTY, 1" FOR MEDIAN LANDSCAPE)
- 2" PVC MAINLINE SIZE AS REQUIRED (PURPLE FOR RECLAIMED WATER)
- HUNTER ICV-R-101 VALVE (PURPLE HANDLE) WITH:
1" Y-FILTER AND 3/4" SENNINGER PRESSURE REGULATOR FOR DRIP
WITH HUNTER ICD DECODERS.
- HUNTER ICV-R-151 VALVE (PURPLE HANDLE) WITH:
WITH HUNTER ICD DECODERS.
GATE VALVE
- PVC TREE LATERAL (PURPLE FOR RECLAIMED WATER) WITH:
BOWSMITH ML-210 SERIES MULTI-OUTLET EMITTER, 1 PER TREE AS
SHOWN ON PLAN, OPENINGS PER TREE:
15 GAL 3 EA / 24" BOX 3 EA / 36" BOX 3 EA / 48" BOX 5 EA
- PVC SHRUB LATERAL (PURPLE FOR RECLAIMED WATER) WITH:
BOWSMITH SL-210 SERIES SINGLE OUTLET EMITTER, WITH DRIP
DISTRIBUTION TUBING (6' MAX), PEPCO OR EQUAL
1 GAL 1 EA / 5 GAL 1 EA
- PVC TURF LATERAL (CLASS 200) (SIZE AS REQUIRED) WITH:
- | SPRAY NOZZLES | | RADIUS | GPM | PSI |
|---|--|--------|----------|-----|
| HUNTER PRO ADJUSTABLE NOZZLES - 15A QUARTER | | 15' | .93 GPM | 30 |
| HUNTER PRO ADJUSTABLE NOZZLES - 15A HALF | | 15' | 1.86 GPM | 30 |
| HUNTER PRO ADJUSTABLE NOZZLES - 17A FULL | | 17' | 4.6 GPM | 30 |
- | ROTORS | | RADIUS | GPM | PSI |
|------------------|------------------------------|--------|-------|-----|
| HUNTER I-20-04-R | 2.0 SR BLACK ROTOR - QUARTER | 20' | 1 GPM | 45 |
| HUNTER I-20-04-R | 2.0 SR BLACK ROTOR - HALF | 20' | 2 GPM | 45 |
| HUNTER I-20-04-R | 2.0 SR BLACK ROTOR - FULL | 20' | 4 GPM | 45 |
| HUNTER I-20-04-R | 4.0 BLUE ROTOR - QUARTER | 20' | 2 GPM | 45 |
| HUNTER I-20-04-R | 4.0 BLUE ROTOR - HALF | 40' | 4 GPM | 45 |
- PVC SLEEVES (SCH 40)
(SIZE AS REQUIRED: SEE SLEEVE SCHEDULE BELOW)
- END CAP (FLUSH TYPE)
- HUNTER ACC2 DECODER, 2 WIRE CONTROLLER
A2C-75D-SS, STAINLESS STEEL WALL MOUNTED
USE HUNTER ID2 #12UF, TWO WIRE, TWISTED CABLE
PAIR COPPER WIRE WITH DBRY CONNECTORS
- CONTROLLER + STATION
VALVE SIZE

IRRIGATION GENERAL NOTES

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- LANDSCAPE CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR THE SLEEVING INSTALLATION WITH INSTALLATION OF CONCRETE FLATWORK AND ASPHALT PAVING.
- LANDSCAPE CONTRACTOR RESPONSIBLE TO PROTECT EXISTING IMPROVEMENTS. LANDSCAPE CONTRACTOR RESPONSIBLE TO MINIMIZE PLACEMENT OF IRRIGATION MATERIALS IN RETENTION AREAS.

PIPE SCHEDULE

PIPE SIZE	GAL/MIN
1/2"	0-5
3/4"	6-10
1"	11-15
1 1/4"	16-25
1 1/2"	26-35

SLEEVE SCHEDULE

PIPE SIZE	SLEEVE SIZE
1/2"	1"
3/4"	1 1/2"
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"

- NOTE:
- MAINLINE SHOWN IN PAVEMENT FOR GRAPHIC CLARITY.
 - ACTUAL LOCATION OF MAINLINE TO BE IN THE LANDSCAPE AREA.
 - SLEEVE MAINLINE AS REQUIRED.
 - ALL EQUIPMENT TO BE PURPLE IN COLOR FOR RECLAIMED WATER.



- △ Development Review Set
- △ Bid Set
- ▲ City Submittal
- △ Construction Set

Revisions:

- △
- △ CITY COMMENTS 03/11/2022

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Seal

Date: MARCH 21, 2022

Project Number:

Drawn by:

Sheet Number

△ Development Review Set
△ Bid Set
▲ City Submittal
△ Construction Set

Revisions:

△	
1	CITY COMMENTS 02/03/2022
2	CITY COMMENTS 03/11/2022

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Seal

Date: MARCH 21, 2022

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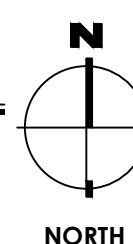
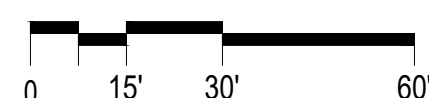
Sheet Number

L2.3

IRRIGATION PLAN

FS21-1000

SCALE: 1"=30'-0"



☐ WATER METER (SEE PLAN FOR SIZE)
 (1 QTY, 1.5" FOR ON-SITE LANDSCAPE)
 (1 QTY, 1" FOR MEDIAN LANDSCAPE)

☐ FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTER
 (1 QTY, 1.5" FOR ON-SITE LANDSCAPE)
 (1 QTY, 1" FOR MEDIAN LANDSCAPE)

- | | | | | |
|---|---|---|---|---|
| — | — | — | — | 2" PVC MAINLINE SIZE AS REQUIRED (PURPLE FOR RECLAIMED WATER) |
| ⊕ | | | | HUNTER ICV-R-101 VALVE (PURPLE HANDLE) WITH:
1" Y-FILTER AND 3/4" SENNINGER PRESSURE REGULATOR FOR DRIP
WITH HUNTER ICD DECODERS. |
| ⊖ | | | | HUNTER ICV-R-151 VALVE (PURPLE HANDLE) WITH:
WITH HUNTER ICD DECODERS. |
| ⊙ | | | | GATE VALVE |

- PVC TREE LATERAL (PURPLE FOR RECLAIMED WATER) WITH:
BOWSMITH ML-210 SERIES MULTI-OUTLET EMITTER, 1 PER TREE AS
SHOWN ON PLAN, OPENINGS PER TREE:
15 GAL 3 EA / 24" BOX 3 EA / 36" BOX 3 EA / 48" BOX 5 EA

- PVC SHRUB LATERAL (PURPLE FOR RECLAIMED WATER) WITH:
BOWSMITH SL-210 SERIES SINGLE OUTLET EMITTER, WITH DRIP
DISTRIBUTION TUBING (5' MAX), PEPCO OR EQUAL
1 GAL 1 EA / 5 GAL 1 EA

- PVC TURF LATERAL (CLASS 200) (SIZE AS REQUIRED) WITH:

	SPRAY NOZZLES	RADIUS	GPM	PSI
Q ▽	HUNTER PRO ADJUSTABLE NOZZLES - 15A QUARTER	15'	.93 GPM	30
H ▽	HUNTER PRO ADJUSTABLE NOZZLES - 15A HALF	15'	1.86 GPM	30
F ○	HUNTER PRO ADJUSTABLE NOZZLES - 17A FULL	17'	4.6 GPM	30

	ROTORS	RADIUS	GPM	PSI	
Q ▼	HUNTER I-20-04-R	2.0 SR BLACK ROTOR - QUARTER	20'	1 GPM	45
H ▼	HUNTER I-20-04-R	2.0 SR BLACK ROTOR - HALF	20'	2 GPM	45
F ●	HUNTER I-20-04-R	2.0 SR BLACK ROTOR - FULL	20'	4 GPM	45
Q ●	HUNTER I-20-04-R	4.0 BLUE ROTOR - QUARTER	40'	2 GPM	45
H ●	HUNTER I-20-04-R	4.0 BLUE ROTOR - HALF	40'	4 GPM	45

-  PVC SLEEVES (SCH 40)
 (SIZE AS REQUIRED: SEE SLEEVE SCHEDULE BELOW)
- END CAP (FLUSH TYPE)

- ⊗ HUNTER ACC2 DECODER, 2 WIRE CONTROLLER
A2C-75D-SS, STAINLESS STEEL WALL MOUNTED
USE HUNTER ID2 #12UF, TWO WIRE, TWISTED CABLE
PAIR COPPER WIRE WITH DBRY CONNECTORS

-
- CONTROLLER + STATION
VALVE SIZE

1. PLAN IS DIAGRAMMATIC, VERIFY EXISTING CONDITIONS IN FIELD. REPORT TO LANDSCAPE ARCHITECT IF CONFLICT ARISES. ALL IRRIGATION MATERIAL TO BE PLACED IN PLANTING AREAS. BLUE STAKE PRIOR TO DIGGING.
2. IRRIGATION & ELECTRICAL SLEEVES TO BE SCH 40 PVC OR BETTER. SIZE AND PROVIDE AS REQUIRED.
3. COORDINATE PROGRAMS SO OVERLAP OF STATIONS DOES NOT CAUSE SIGNIFICANT PRESSURE LOSS.
4. SYSTEM HAS BEEN DESIGNED FOR A STATIC PRESSURE OF 60 PSI. CONTRACTOR TO FIELD VERIFY ANY INSTALLATION OR ORDERING OF MATERIAL AND NOTIFY CONSULTANT OF ANY DIFFERENCES. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT, HE ASSUMES FULL RESPONSIBILITY FOR ANY NECESSARY ALTERATION TO THE SYSTEM.
5. REFER TO SPECIFICATIONS AND DETAILS FOR INSTALLATION PROCEDURES.
6. GENERAL CONTRACTOR RESPONSIBLE FOR 120 VOLT SERVICE AT IRRIGATION CONTROLLER LOCATION. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CONNECTION TO CONTROLLER.
7. LANDSCAPE CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR THE SCHEDULING INSTALLATION WITH INSTALLATION OF CONCRETE FLATWORK AND ASPHALT PAVEMENT.
8. LANDSCAPE CONTRACTOR RESPONSIBLE TO PROTECT EXISTING IMPROVEMENTS. LANDSCAPE CONTRACTOR RESPONSIBLE TO MINIMIZE PLACEMENT OF IRRIGATION MATERIALS IN RETENTION AREAS.

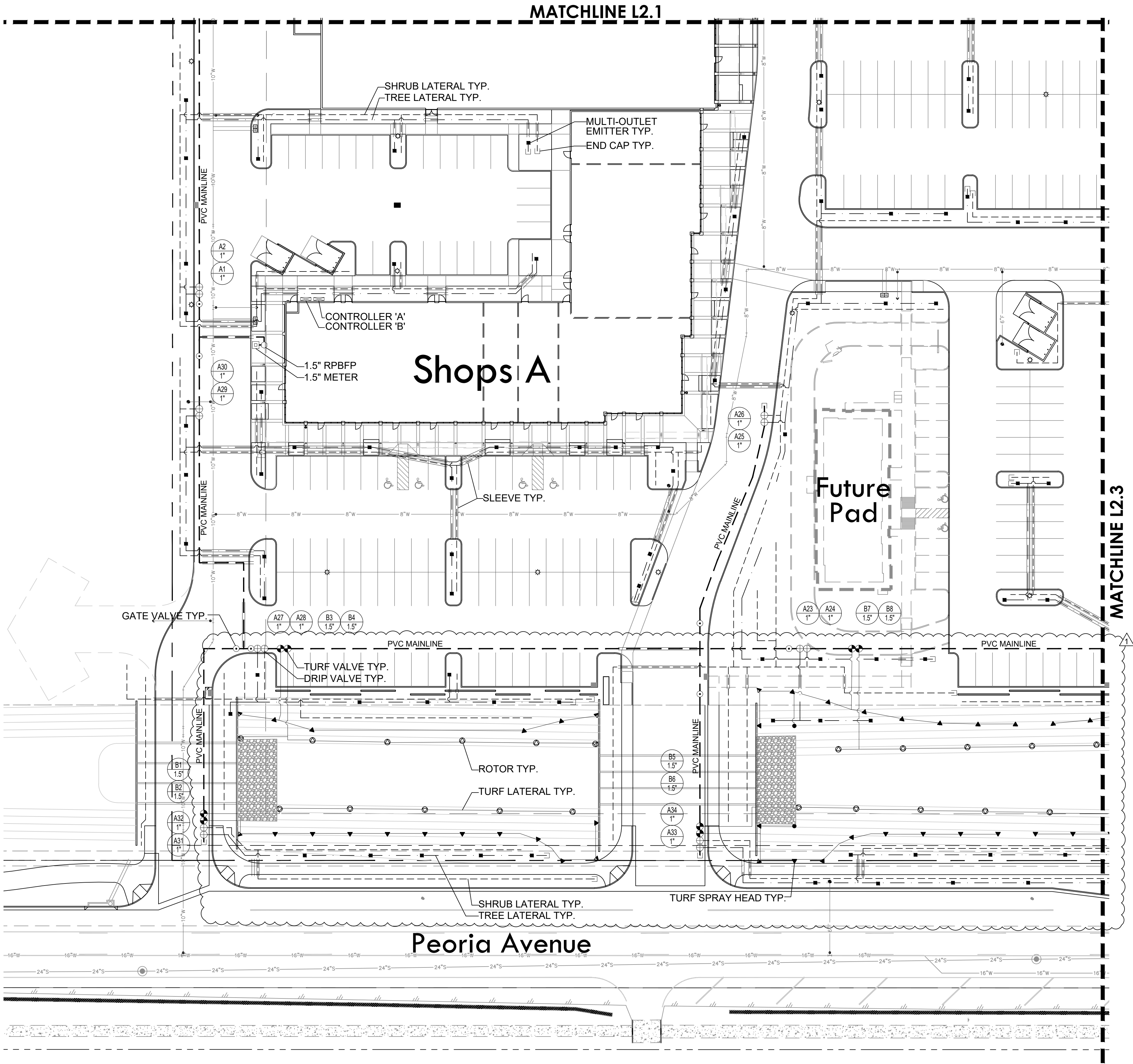
<u>PIPE SIZE</u>	<u>GAL/MIN</u>
1/2"	0-5
3/4"	6-10
1"	11-15
1 1/4"	16-25
1 1/2"	26-35

<u>PIPE SIZE</u>	<u>SLEEVE SIZE</u>
1/2"	1"
3/4"	1 1/2"
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"

NOTE:

- MAINLINE SHOWN IN PAVEMENT FOR GRAPHIC CLARITY.
- ACTUAL LOCATION OF MAINLINE TO BE IN THE LANDSCAPE AREA.
- SLEEVE MAINLINE AS REQUIRED.
- ALL EQUIPMENT TO BE PURPLE IN COLOR FOR RECLAIMED WATER.





IRRIGATION LEGEND



WATER METER (SEE PLAN FOR SIZE)
(1 QTY, 1.5" FOR ON-SITE LANDSCAPE)
(1 QTY, 1" FOR MEDIAN LANDSCAPE)



FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTER
(1 QTY, 1.5" FOR ON-SITE LANDSCAPE)
(1 QTY, 1" FOR MEDIAN LANDSCAPE)



2" PVC MAINLINE SIZE AS REQUIRED (PURPLE FOR RECLAIMED WATER)



HUNTER ICV-R-101 VALVE (PURPLE HANDLE) WITH:
1" Y-FILTER AND 3/4" SENNINGER PRESSURE REGULATOR FOR DRIP
WITH HUNTER ICD DECODERS.



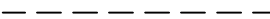
HUNTER ICV-R-151 VALVE (PURPLE HANDLE) WITH:
WITH HUNTER ICD DECODERS.



GATE VALVE



PVC TREE LATERAL (PURPLE FOR RECLAIMED WATER) WITH:
BOWSMITH ML-210 SERIES MULTI-OUTLET EMITTER, 1 PER TREE AS
SHOWN ON PLAN, OPENINGS PER TREE:
15 GAL 3 EA / 24" BOX 3 EA / 36" BOX 3 EA / 48" BOX 5 EA



PVC SHRUB LATERAL (PURPLE FOR RECLAIMED WATER) WITH:
BOWSMITH SL-210 SERIES SINGLE OUTLET EMITTER, WITH DRIP
DISTRIBUTION TUBING (5' MAX), PEPCO OR EQUAL
1 GAL 1 EA / 5 GAL 1 EA



PVC TURF LATERAL (CLASS 200) (SIZE AS REQUIRED) WITH:

SPRAY NOZZLES

		RADIUS	GPM	PSI
Q ▽	HUNTER PRO ADJUSTABLE NOZZLES - 15A QUARTER	15'	.93 GPM	30
H ▽	HUNTER PRO ADJUSTABLE NOZZLES - 15A HALF	15'	1.86 GPM	30
F ○	HUNTER PRO ADJUSTABLE NOZZLES - 17A FULL	17'	4.6 GPM	30

ROTORS

		RADIUS	GPM	PSI
Q ▽	HUNTER I-20-04-R 2.0 SR BLACK ROTOR - QUARTER	20'	1 GPM	45
H ▽	HUNTER I-20-04-R 2.0 SR BLACK ROTOR - HALF	20'	2 GPM	45
F ●	HUNTER I-20-04-R 2.0 SR BLACK ROTOR - FULL	20'	4 GPM	45
Q ⊗	HUNTER I-20-04-R 4.0 BLUE ROTOR - QUARTER	40'	2 GPM	45
H ⊗	HUNTER I-20-04-R 4.0 BLUE ROTOR - HALF	40'	4 GPM	45



PVC SLEEVES (SCH 40)
(SIZE AS REQUIRED: SEE SLEEVE SCHEDULE BELOW)



END CAP (FLUSH TYPE)



HUNTER ACC2 DECODER, 2 WIRE CONTROLLER
A2C-75D-SS, STAINLESS STEEL WALL MOUNTED
USE HUNTER ID2 #12UF, TWO WIRE, TWISTED CABLE
PAIR COPPER WIRE WITH DBRY CONNECTORS

A1
1"

B1
1"

CONTROLLER + STATION
VALVE SIZE

IRRIGATION GENERAL NOTES

- PLAN IS DIAGRAMMATIC. VERIFY EXISTING CONDITIONS IN FIELD. REPORT TO LANDSCAPE ARCHITECT IF CONFLICT ARISES. ALL IRRIGATION MATERIAL TO BE PLACED IN PLANTING AREAS. BLUE STAKE PRIOR TO DIGGING.
- IRRIGATION & ELECTRICAL SLEEVES TO BE SCH 40 PVC OR BETTER. SIZE AND PROVIDE AS REQUIRED.
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- LANDSCAPE CONTRACTOR RESPONSIBLE TO PROTECT EXISTING IMPROVEMENTS. LANDSCAPE CONTRACTOR RESPONSIBLE TO MINIMIZE PLACEMENT OF IRRIGATION MATERIALS IN RETENTION AREAS.

PIPE SCHEDULE

PIPE SIZE	GAL/MIN
1/2"	0-5
3/4"	6-10
1"	11-15
1 1/4"	16-25
1 1/2"	26-35

SLEEVE SCHEDULE

PIPE SIZE	SLEEVE SIZE
1/2"	1"
3/4"	1 1/2"
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"

NOTE:
-MAINLINE SHOWN IN PAVEMENT FOR GRAPHIC CLARITY.
-ACTUAL LOCATION OF MAINLINE TO BE IN THE LANDSCAPE AREA.
- SLEEVE MAINLINE AS REQUIRED.
-ALL EQUIPMENT TO BE PURPLE IN COLOR FOR RECLAIMED WATER.

	Development Review Set
	Bid Set
	City Submittal
	Construction Set

Revisions:	
	CITY COMMENTS 02/03/2022
	CITY COMMENTS 03/11/2022

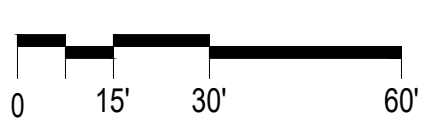
Ownership of Instruments of Service:

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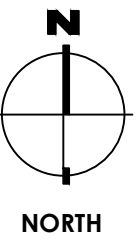


Seal
Date: MARCH 21, 2022
Project Number:
Drawn by:
Sheet Number

IRRIGATION PLAN



SCALE: 1"= 30'-0"



Sterling Grove Shopping Center

NWC Peoria Avenue and Cotton Lane
Surprise, Arizona

- △ Development Review Set
△ Bid Set
▲ City Submittal
△ Construction Set

Revisions:

△
△ CITY COMMENTS 03/11/2022

Ownership of Instruments of Service:

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Seal

Date: MARCH 21, 2022

Project Number:

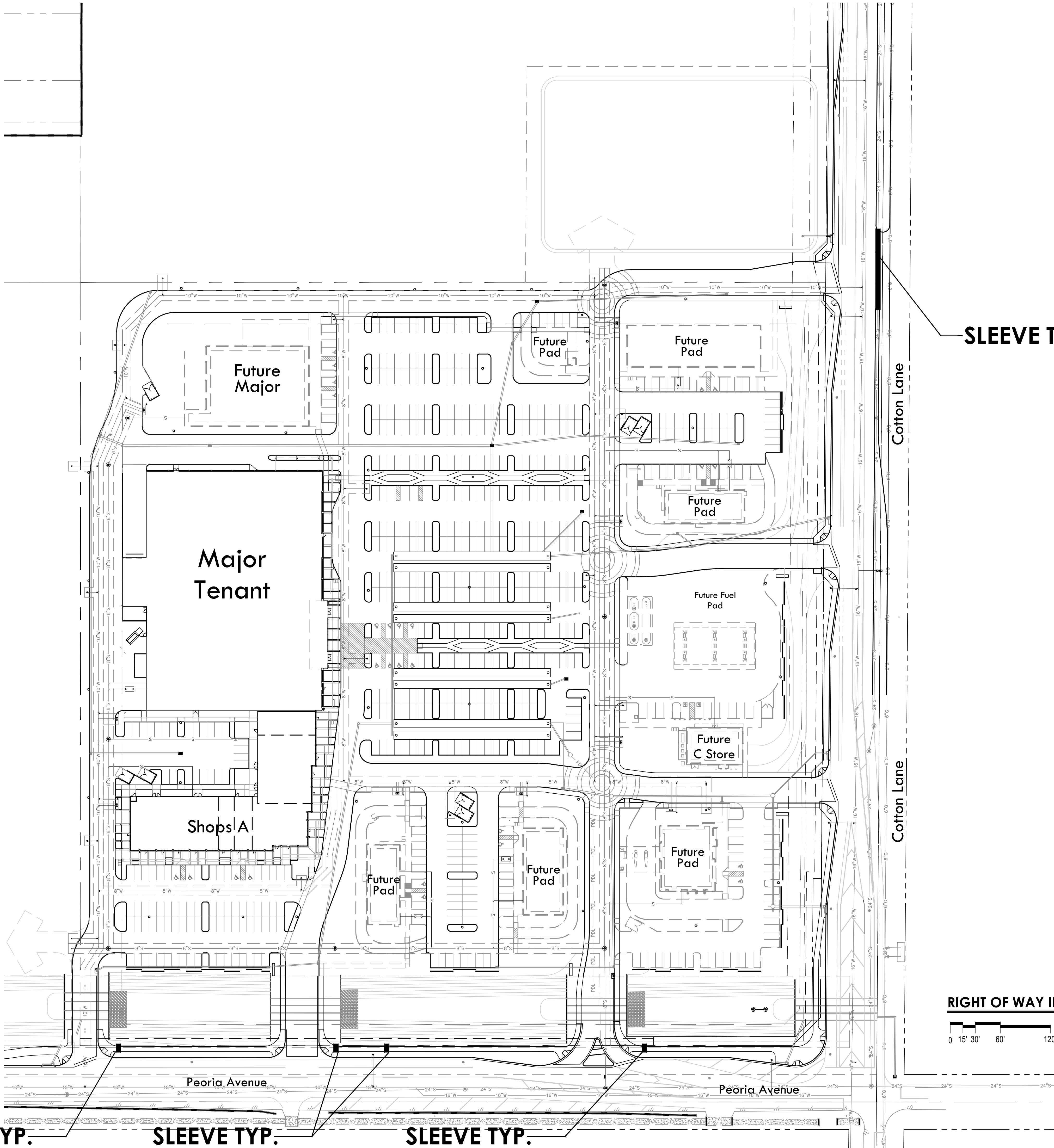
Drawn by:

Sheet Number

L2.5

R.O.W.SLEEVE

FS21-1000

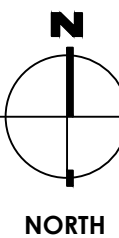


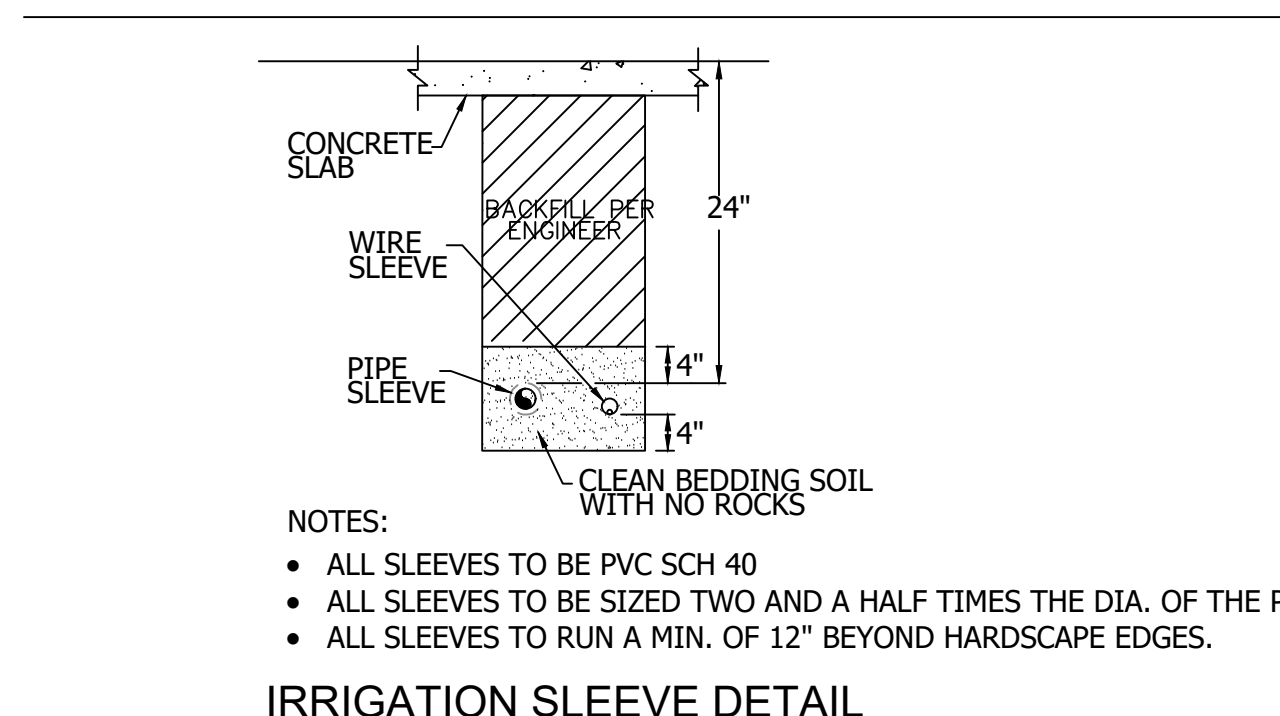
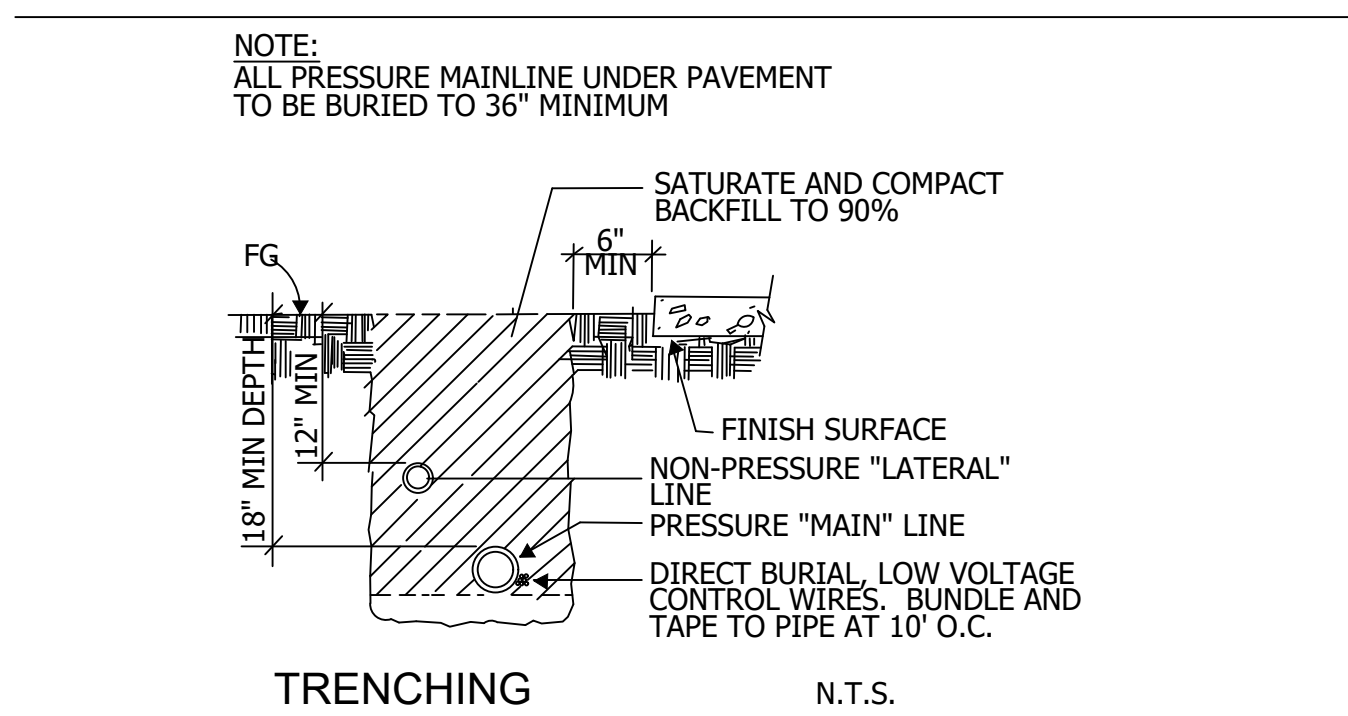
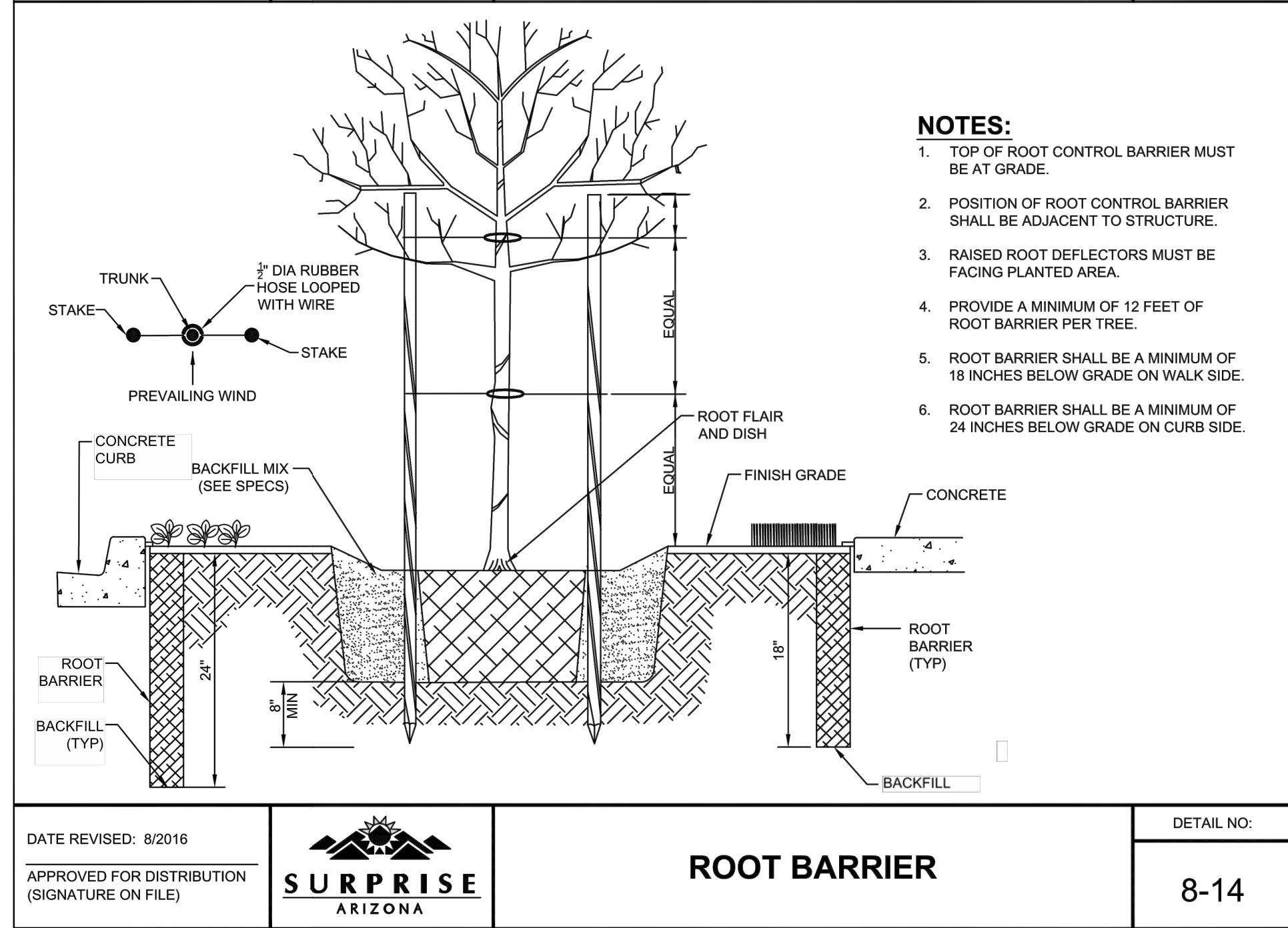
SLEEVE TYP.

RIGHT OF WAY IRRIGATION SLEEVE PLAN

0 15' 30' 60' 120'

SCALE: 1"=60'-0"







FS21-1000

**Sterling Grove Shopping Center
Final Plat**

City Council
December 6, 2022



FS21-1000 VICINITY MAP

Cactus Rd

**Prasada
PAD**

Cotton Ln

Loop 303

Sarival Ave

**Sycamore Farms
PAD**

Peoria Ave

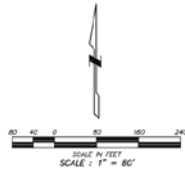
SITE

County (RU-43)

Glendale (PAD)

FS21-1000 ZONING MAP

—FOR REVIEW—
NOT FOR
CONSTRUCTION
OR RECORDING



AREA

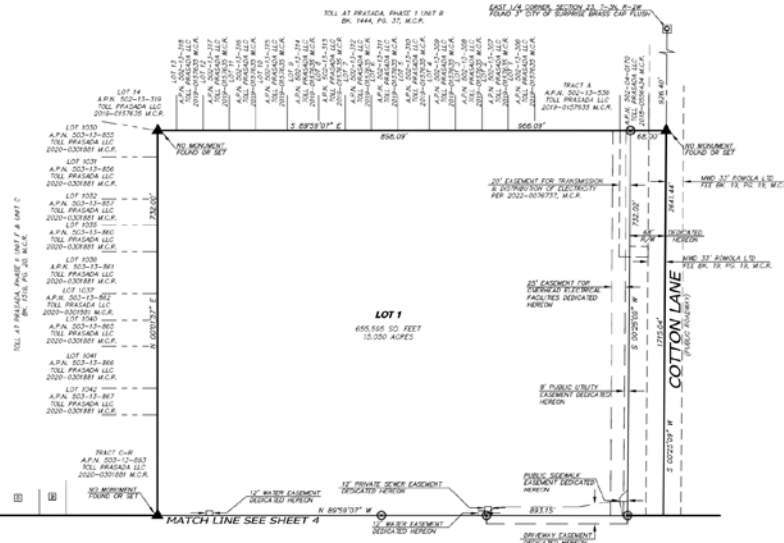
LOT NO.	AREA
LOT 12	77,213 SQ. FT. 1.773 ACRES
LOT 11	53,192 SQ. FT. 1.221 ACRES
LOT 10	50,708 SQ. FT. 1.164 ACRES
LOT 9	132,932 SQ. FT. 3.052 ACRES
LOT 8	23,546 SQ. FT. 1.602 ACRES
LOT 7	326,815 SQ. FT. 5.191 ACRES
LOT 6	44,308 SQ. FT. 1.017 ACRES
LOT 6	44,627 SQ. FT. 1.011 ACRES
LOT 4	32,850 SQ. FT. 0.754 ACRES
LOT 3	75,696 SQ. FT. 1.742 ACRES
LOT 2	853,486 SQ. FT. 15.002 ACRES
LOT 1	855,595 SQ. FT. 15.050 ACRES
TOTAL	2,719,587 SQ. FT. 62.850 ACRES



DEDICATED RIGHT OF WAY

STREET NAME	SQUARE FEET	ACRES
COTTON LANE	113,419	2.034
PEORIA AVENUE	116,201	2.055
TOTAL	229,620	3.272

RANKED	ID	LAST	SUBDIVISION	ADDRESS TYPE				CITY	STATE	ZIP
				ST	NO	PO	APR			
1	107	107	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-340			ATLANTA	GA	30303-1000
2	108	108	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-300			ATLANTA	GA	30303-1000
3	109	109	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-380			ATLANTA	GA	30303-1000
4	110	110	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-370			ATLANTA	GA	30303-1000
5	111	111	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-360			ATLANTA	GA	30303-1000
6	112	112	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-350			ATLANTA	GA	30303-1000
7	113	113	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-340			ATLANTA	GA	30303-1000
8	114	114	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-330			ATLANTA	GA	30303-1000
9	115	115	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-320			ATLANTA	GA	30303-1000
10	116	116	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-310			ATLANTA	GA	30303-1000
11	117	117	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-300			ATLANTA	GA	30303-1000
12	118	118	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-290			ATLANTA	GA	30303-1000
13	119	119	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-280			ATLANTA	GA	30303-1000
14	120	120	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-270			ATLANTA	GA	30303-1000
15	121	121	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-260			ATLANTA	GA	30303-1000
16	122	122	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-250			ATLANTA	GA	30303-1000
17	123	123	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-240			ATLANTA	GA	30303-1000
18	124	124	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-230			ATLANTA	GA	30303-1000
19	125	125	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-220			ATLANTA	GA	30303-1000
20	126	126	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-210			ATLANTA	GA	30303-1000
21	127	127	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-200			ATLANTA	GA	30303-1000
22	128	128	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-190			ATLANTA	GA	30303-1000
23	129	129	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-180			ATLANTA	GA	30303-1000
24	130	130	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-170			ATLANTA	GA	30303-1000
25	131	131	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-160			ATLANTA	GA	30303-1000
26	132	132	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-150			ATLANTA	GA	30303-1000
27	133	133	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-140			ATLANTA	GA	30303-1000
28	134	134	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-130			ATLANTA	GA	30303-1000
29	135	135	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-120			ATLANTA	GA	30303-1000
30	136	136	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-110			ATLANTA	GA	30303-1000
31	137	137	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-100			ATLANTA	GA	30303-1000
32	138	138	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-090			ATLANTA	GA	30303-1000
33	139	139	AT PRASADA, PHASE 2 UNIT 1	707-20	503-1-080			ATLANTA	GA	30303-1000



LEGEND

- _____ BOUNDARY LINE
 - - - - - CENTER LINE OR MONUMENT LINE
 --- --- INDICATES EXISTING EASEMENT
 --- --- INDICATES NEW EASEMENT
 ▲ INDICATES SUBDIVISION CORNER (AS NOTED)
 ⊙ INDICATES LOT CORNER (NOTHING FOUND OR SET)
 A/P/N ASSESSOR'S PARCEL NUMBER
 M.C.R. MARICOPA COUNTY RECORDS
 R/W RIGHT OF WAY
 BK BOOK
 PG PAGE

—FOR REVIEW—
NOT FOR
CONSTRUCTION
OR RECORDING



CASE NUMBER: FS21-1000

FINAL PLAT OF
"STERLING GROVE SHOPPING CENTER"
NWC COTTON LANE & PEORIA AVENUE

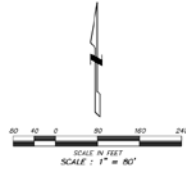
2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
863-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



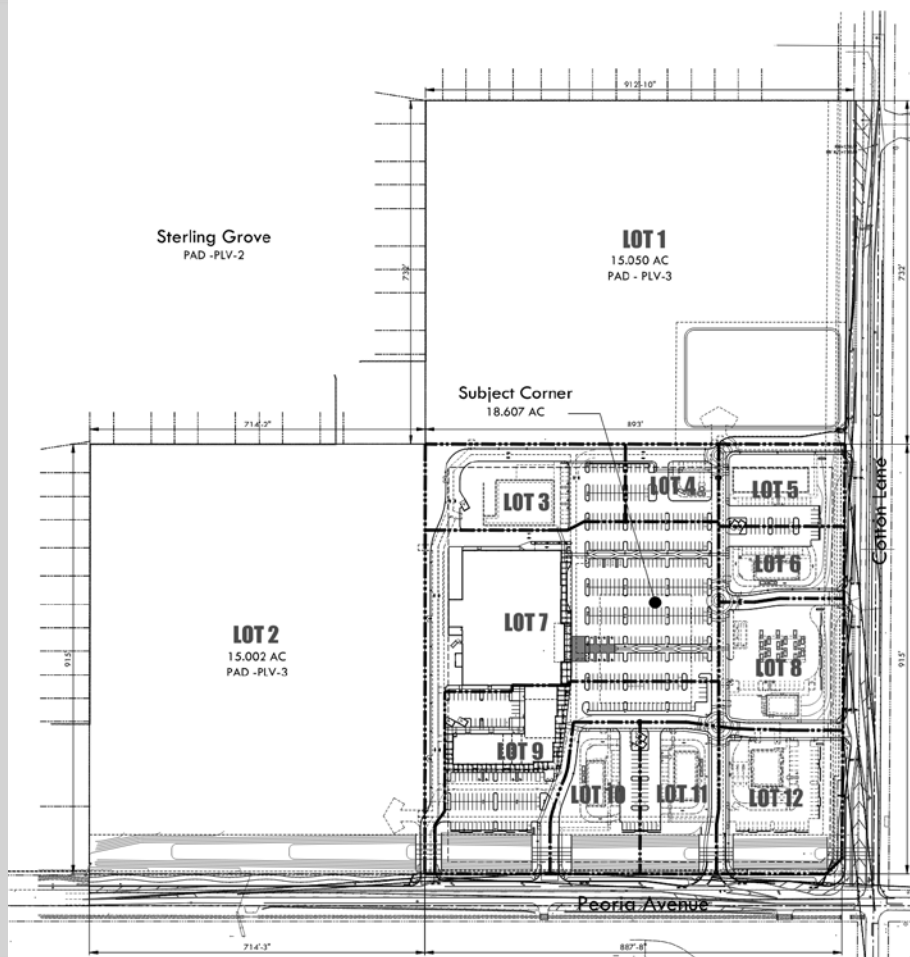
SUPERIOR
SURVEYING SERVICES, INC.

SHEET 2 OF 8
 DATE: 8/13/2022
 A32: 202102003

—FOR REVIEW—
NOT FOR
CONSTRUCTION
OR RECORDING



LINE	BEARING	DISTANCE
1.1	N 89°50'00" E	714.17
1.2	N 89°50'00" E	714.21
1.3	N 89°50'00" E	714.25
1.4	N 89°50'00" E	714.29
1.5	N 89°50'00" E	714.33
1.6	N 89°50'00" E	714.37
1.7	N 89°50'00" E	714.41
1.8	N 89°50'00" E	714.45
1.9	N 89°50'00" E	714.49
2.1	N 89°50'00" E	714.53
2.2	N 89°50'00" E	714.57
2.3	N 89°50'00" E	714.61
2.4	N 89°50'00" E	714.65
2.5	N 89°50'00" E	714.69
2.6	N 89°50'00" E	714.73
2.7	N 89°50'00" E	714.77
2.8	N 89°50'00" E	714.81
2.9	N 89°50'00" E	714.85
3.1	N 89°50'00" E	714.89
3.2	N 89°50'00" E	714.93
3.3	N 89°50'00" E	714.97
3.4	N 89°50'00" E	715.01
3.5	N 89°50'00" E	715.05
3.6	N 89°50'00" E	715.09
3.7	N 89°50'00" E	715.13
3.8	N 89°50'00" E	715.17
3.9	N 89°50'00" E	715.21
4.1	N 89°50'00" E	715.25
4.2	N 89°50'00" E	715.29
4.3	N 89°50'00" E	715.33
4.4	N 89°50'00" E	715.37
4.5	N 89°50'00" E	715.41
4.6	N 89°50'00" E	715.45
4.7	N 89°50'00" E	715.49
4.8	N 89°50'00" E	715.53
4.9	N 89°50'00" E	715.57
5.1	N 89°50'00" E	715.61
5.2	N 89°50'00" E	715.65
5.3	N 89°50'00" E	715.69
5.4	N 89°50'00" E	715.73
5.5	N 89°50'00" E	715.77
5.6	N 89°50'00" E	715.81
5.7	N 89°50'00" E	715.85
5.8	N 89°50'00" E	715.89
5.9	N 89°50'00" E	715.93
6.1	N 89°50'00" E	715.97
6.2	N 89°50'00" E	716.01
6.3	N 89°50'00" E	716.05
6.4	N 89°50'00" E	716.09
6.5	N 89°50'00" E	716.13
6.6	N 89°50'00" E	716.17
6.7	N 89°50'00" E	716.21
6.8	N 89°50'00" E	716.25
6.9	N 89°50'00" E	716.29
7.1	N 89°50'00" E	716.33
7.2	N 89°50'00" E	716.37
7.3	N 89°50'00" E	716.41
7.4	N 89°50'00" E	716.45
7.5	N 89°50'00" E	716.49
7.6	N 89°50'00" E	716.53
7.7	N 89°50'00" E	716.57
7.8	N 89°50'00" E	716.61
7.9	N 89°50'00" E	716.65
8.1	N 89°50'00" E	716.69
8.2	N 89°50'00" E	716.73
8.3	N 89°50'00" E	716.77
8.4	N 89°50'00" E	716.81
8.5	N 89°50'00" E	716.85
8.6	N 89°50'00" E	716.89
8.7	N 89°50'00" E	716.93
8.8	N 89°50'00" E	716.97
8.9	N 89°50'00" E	717.01
9.1	N 89°50'00" E	717.05
9.2	N 89°50'00" E	717.09
9.3	N 89°50'00" E	717.13
9.4	N 89°50'00" E	717.17
9.5	N 89°50'00" E	717.21
9.6	N 89°50'00" E	717.25
9.7	N 89°50'00" E	717.29
9.8	N 89°50'00" E	717.33
9.9	N 89°50'00" E	717.37
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MASTER SITE PLAN





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 6, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action pertaining to approval of the final plat entitled, “Rancho Mercado Parcels A7 and A8” and dated July 12, 2022, located at the southeast corner of Happy Valley Road and 147th Avenue; Case FS22-0515.

Motion:

I move to approve the final plat entitled, “Rancho Mercado Parcels A7 & A8” and dated July 12, 2022.

Background:

The subject involves a Final Plat for Rancho Mercado Parcels A7 & A8. The proposed Final Plat will split one (1) 34.72 acre parcel into two separate parcels for the development of both parcels. Parcel A7 has an underlying zoning of Commercial and Parcel A8 has an underlying zoning of High Density Residential (HDR). In addition, the Final Plat will allow for dedication easements and right-of-way as well as extinguishing existing easements.

Objective Analysis:

The subject Final Plat meets the requirements of the Rancho Mercado PAD, in addition to other requirements as set forth in the Land Development Ordinance (LDO). All reviewing city departments as well as outside agencies 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 both commercial and residential development.

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 - FS22-0515 Rancho Mercado Parcels A7 & A8 - Staff Report
 2. 01 - FS22-0515 Rancho Mercado Parcels A7 & A8 Final Plat - Vicinity Map
 3. 02 - FS22-0515 Rancho Mercado Parcels A7 & A8 Final Plat - Zoning Map
 4. 03 - FS22-0515 Rancho Mercado A7 & A8 Final Plat - Final Plat
 5. 04 - FS22-0515 Rancho Mercado Parcels A7 & A8 - Final Plat - Final Plat Exhibit
 6. 05 - FS22-0515 Rancho Mercado A7 & A8 - Final Plat - Luke AFB letter
 7. PP - FS22-0515 Rancho Mercado A7 & A8 - Final Plat - Powerpoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-0515

Project Name: Rancho Mercado Parcels A7 & A8 – Final Plat

Council District: 1 - Acacia

City Council Date: December 6, 2022

Planner: Chris Sexton

Owner: RM 47, LLC

Applicant: Janine Long with Hancock Communities

Request: Final Plat to subdivide one (1) parcel into two (2) parcels plus dedicate easements, right-of-way and extinguish existing easements.

Site Location: Located at the southeast corner of Happy Valley Road and 147th Avenue.

Site Size: 34.72 net acres (approx.)

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

Findings:

- The proposed Final Plat is consistent with the General Plan 2035
- The proposed Final Plat is consistent with the Rancho Mercado Planned Area Development
- The proposed Final Plat is consistent with the applicable City of Surprise regulations
- The reviewing agencies have indicated no objections to the request

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

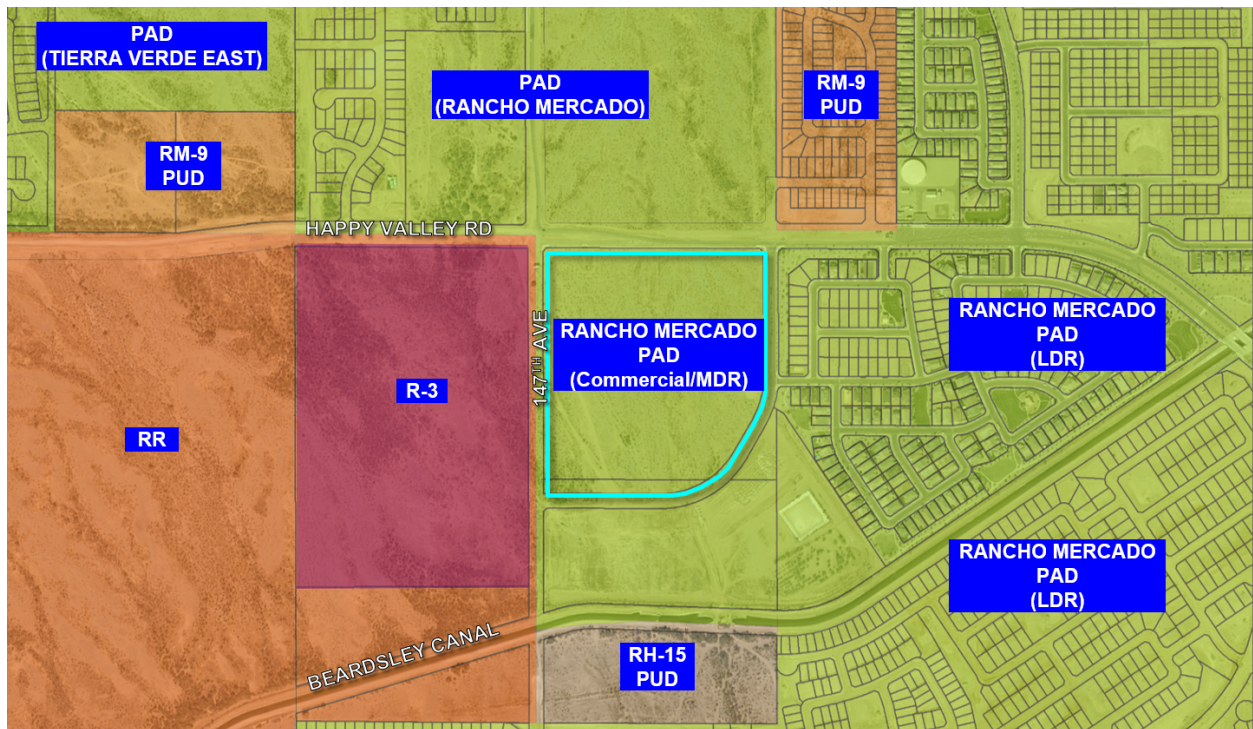
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

The subject involves a Final Plat for Rancho Mercado Parcels A7 & A8. The proposed Final Plat will split one (1) 34.72 net acres parcel into two (2) separate parcels for the development of both parcels. Parcel A7 has an underlying zoning of Commercial and Parcel A8 has an underlying zoning of Medium Density Residential (MDR) within the Rancho Mercado Planned Area Development (PAD). In addition, the final plat will allow for dedication easements, right-of-way and extinguish existing easements.

SURROUNDING LAND ZONING:

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



Rancho Mercado PAD (Commercial/LDR)	Rancho Mercado PAD (MDR)	RM-9 PUD
Residential High Density (R-3)	Rancho Mercado PAD (Commercial/MDR)	Rancho Mercado PAD (LDR)
Residential High Density (R-3)	Rancho Mercado PAD (ROS/Park)	Rancho Mercado PAD (LDR)

BACKGROUND:

November 10, 2007: The parcel was annexed into the City under Ordinance 04-47.

May 27, 2022: A Concept Review meeting was held under case CR21-218.

April 8, 2022: The project was submitted under case FS22-0515.

ANALYSIS AND DISCUSSION:

Janine Long with Hancock Communities, on behalf of RM 47, LLC requests approval of a Final Plat entitled “Final Plat of Rancho Mercado Parcels A7 and A8” dated July 12, 2022. The 34.72 net acres parcel is zoned Rancho Mercado Planned Area Development (PAD) and is generally located at the southwest corner of Happy Valley Road and 145th Avenue/future San Ysidro alignment. This proposed Final Plat will subdivide one (1) 34.72 net acres parcel into (2) parcels. In addition, Parcels A7 and A8 will dedicate easements, right-of-way, and extinguish existing easements.

The site plan for Parcel A8, case FS21-890, was approved by Planning and Zoning Commission on May 19, 2022. The project consists of a gated 227-unit multi-family residential community. The project was approved contingent on the Final Plat, to split one (1) lot into (2) lots, being approved by City Council.

The approximate area for each parcel is shown below:

- Parcel 1 – 13.00 acres
- Parcel 2 – 21.72 acres

The proposed Final Plat dedicates easements, public right-of-way and extinguish an easement as follows for each lot:

- Parcel 1 – A 82’ – 96’ temporary onsite drainage easement;
- Parcel 2 – One half street 10’ dedication of ROW on Happy Valley Road; 20’ landscape easement along Happy Valley Road, 147th Avenue and future San Ysidro alignment; 8’ Public Utility Easement (PUE); 20’ x 20’ right-of-way chamfer at the corner of the future San Ysidro alignment and 147th Avenue; 20’ landscape and trail easement along future San Ysidro alignment and 147th Avenue; 30’x30’ drainage easement at the corner of Happy Valley Road and 145th Avenue; and extinguish an 80’ temporary construction and drainage easement.

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 commercial and 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:

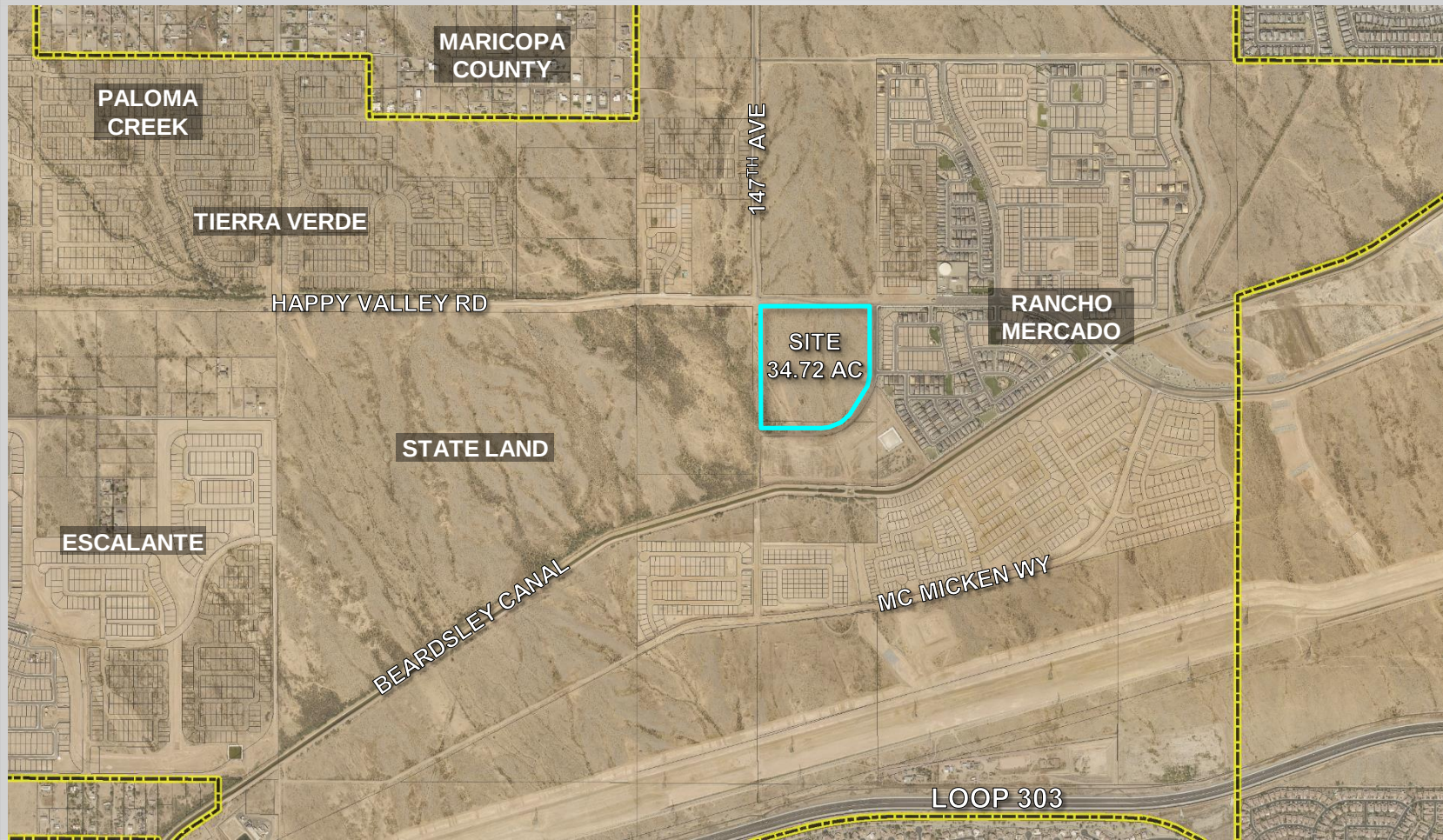
The subject Final Plat meets the requirements of the Rancho Mercado PAD. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

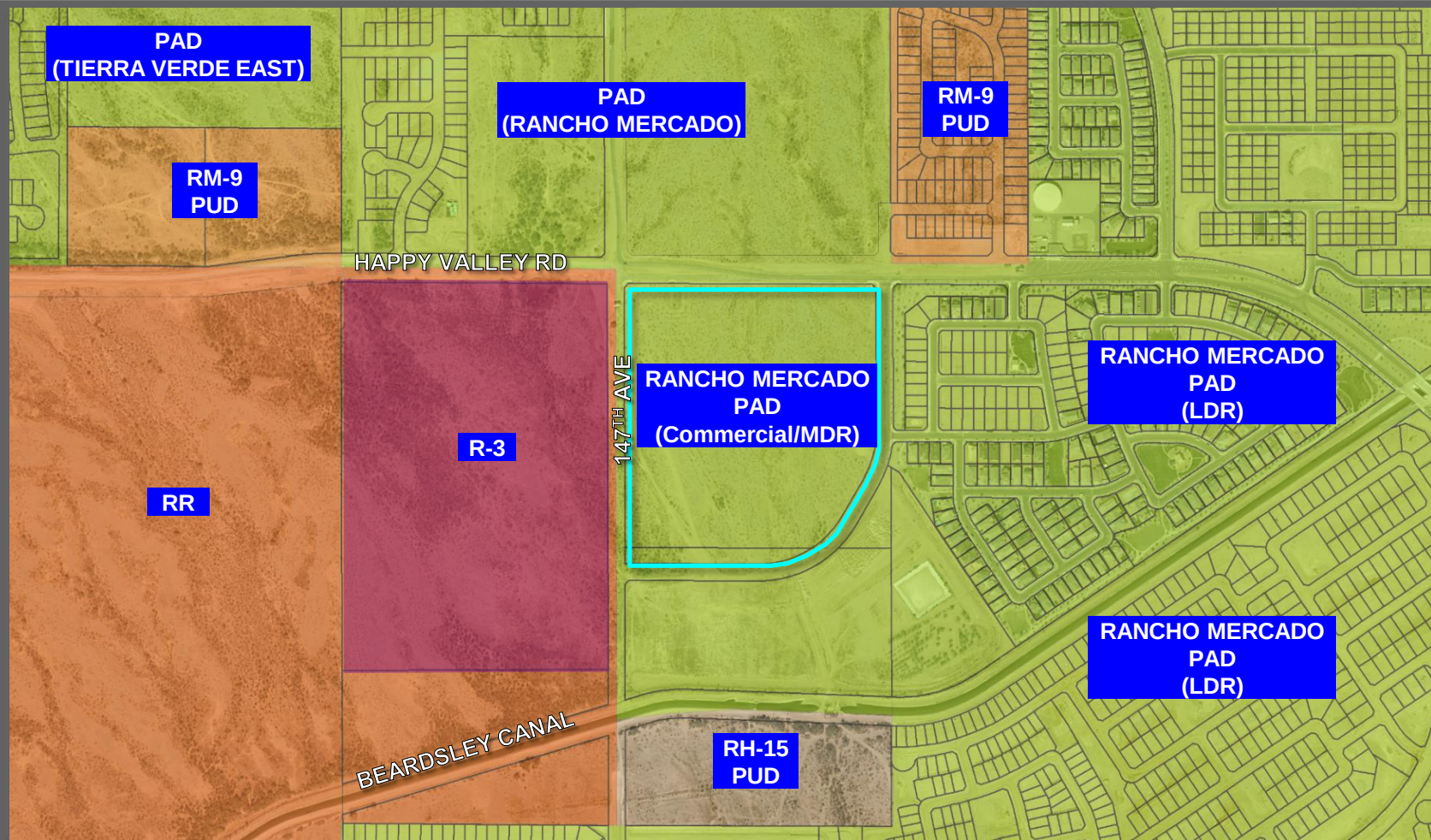
- The proposed Final Plat is consistent with the General Plan 2035
- The proposed Final Plat is consistent with the Rancho Mercado Planned Area Development
- The proposed Final Plat is consistent with the applicable City of Surprise regulations
- The reviewing agencies have indicated no objections to the request

Attachments:

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



FS22-0515 VICINITY MAP



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

RM 47, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "RANCHO MERCADO PARCELS A7 AND A8", A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, 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 "RANCHO MERCADO PARCELS A7 AND A8", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

OWNER HEREBY GRANTS TO THE PUBLIC A 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 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 ON THIS 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 CITY OF SURPRISE A 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 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 PARTICLES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNERS OR THE ASSOCIATIONS FORMED BY THE OWNERS, LANDSCAPE MAINTENANCE WILL BE SEPARATE FOR EACH LOT.

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 OWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

"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.

TEMPORARY EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, ADDING TO, ALTERING OR REPLACING PRESENT OR FUTURE STORM WATER MANAGEMENT FACILITIES, DRAINAGE, AND ALL NECESSARY APPURTENANCES FOR THE COLLECTION AND TRANSMISSION THROUGH, ON AND ACROSS THE SAID PROPERTY OF THE OWNER SHALL AUTOMATICALLY BECOME NULL AND VOID AT SUCH TIME AS ALTERNATIVES HAVE BEEN APPROVED BY THE APPROPRIATE DEPARTMENT AND INSTALLED BY THE OWNER OR ITS SUCCESSORS.

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

THE EASEMENTS GRANTED WITHIN THIS DEDICATION 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:
RM 47, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREBY CAUSED THEIR NAME TO BE AFFIXED AND THE SAME ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICERS.

RM 47, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

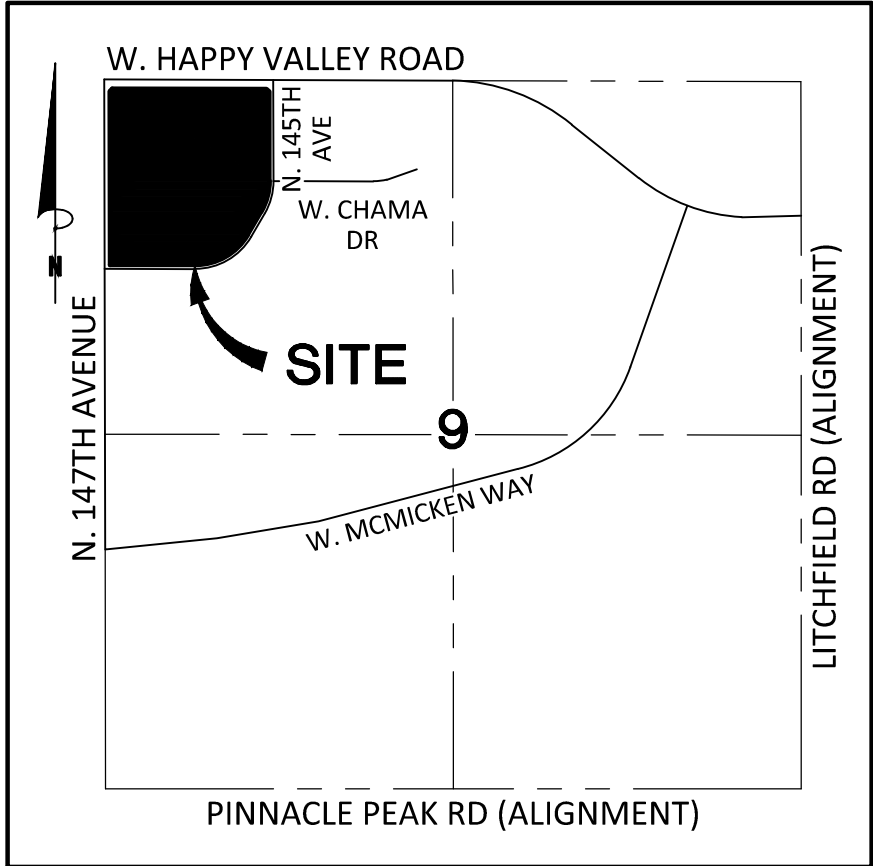
ON THIS _____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ OF _____, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

FINAL PLAT OF
RANCHO MERCADO PARCELS A7 AND A8
LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST (BASIS OF BEARINGS), A DISTANCE OF 2631.55 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 60.34 FEET TO A POINT;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 10 MINUTES 40 SECONDS WEST, A DISTANCE OF 68.00 FEET TO THE SOUTH RIGHT-OF-WAY OF HAPPY VALLEY ROAD, ACCORDING TO DOCUMENT NO. 2019-1025264, MARICOPA COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 860.80 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 40 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 305.03 FEET;

THENCE SOUTH 44 DEGREES 57 MINUTES 33 SECONDS EAST, A DISTANCE OF 28.35 FEET TO THE WEST RIGHT-OF-WAY OF 145TH/ AVENUE, ACCORDING TO SAID DOCUMENT NO. 2019-1025264;

THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 664.82 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS OF 460.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30 DEGREES 16 MINUTES 26 SECONDS, AN ARC LENGTH OF 243.05 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 30 DEGREES 10 MINUTES 40 SECONDS WEST, A DISTANCE OF 201.84 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 460.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59 DEGREES 59 MINUTES 02 SECONDS, AN ARC LENGTH OF 481.58 FEET TO A POINT OF TANGENCY ON THE NORTH RIGHT-OF-WAY OF SAN YSIDRO, ACCORDING TO SAID DOCUMENT NO. 2019-1025264;

THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 89 DEGREES 50 MINUTES 18 SECONDS WEST, A DISTANCE OF 621.56 FEET;

THENCE NORTH 44 DEGREES 58 MINUTES 30 SECONDS WEST, A DISTANCE OF 28.35 FEET TO THE EAST RIGHT-OF-WAY OF 147TH/ AVENUE, ACCORDING TO SAID DOCUMENT NO. 2019-1025264;

THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 1312.01 FEET TO A POINT;

THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 45 DEGREES 01 MINUTES 59 SECONDS EAST, A DISTANCE OF 28.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,512,625 SQ.FT. OR 34.7251 ACRES, MORE OR LESS.

FLOOD PLAIN DESIGNATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1210L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "A": AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT WITH NO BASE FLOOD ELEVATIONS OR DEPTH, AND FLOOD ZONE "X": 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.

PUBLIC NOTICE

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

NOTES

- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON-SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE: SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
- IN ACCORDANCE WITH A.R.S. § 9-461.07; THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14750 AND 14710, WHEN APPLICABLE.
- 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.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

RELEASE OF LIABILITY

RELEASE OF LIABILITY RM 47, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ["OWNER"] DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES AND 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

THE CITY OF SURPRISE AGREES TO INDEMNIFY RM 47, LLC, AN ARIZONA 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 THE PUBLIC TRAIL 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 NEGLIGENCE, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENCE CONDUCT OF RM 47, LLC, AN ARIZONA 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.

RM 47, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("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 THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAYARISE 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.

SHEET INDEX

- COVER, NOTES, DEDICATION, SITE DATA, CERTIFICATIONS
- FINAL PLAT MAP, AREA TABLES, EASEMENT DETAILS

SITE DATA

EXISTING ZONING PAD
NUMBER OF LOTS 2
GROSS AREA 34.8043 ACRES
NET AREA 34.7251 ACRES

OWNER

RM 47, LLC
18835 N. THOMPSON PEAK PKWY, STE 215
SCOTTSDALE, AZ 85255

DEVELOPER

HANCOCK COMMUNITIES, LLC
4040 E. CAMELBACK, SUITE 215
PHOENIX, AZ 85019
CONTACT: GREG HANCOCK
PHONE: (480) 285-1300
EMAIL: greg@hancock-az.com

ENGINEER

BOWMAN
1600 N. DESERT DRIVE, SUITE 210
TEMPE, AZ 85281
PHONE: (480) 346-1425
CONTACT: MATT CAWLEY
EMAIL: mcawley@bowman.com

BASIS OF BEARINGS

SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO DOC. 2019-1025264, M.C.R.

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:

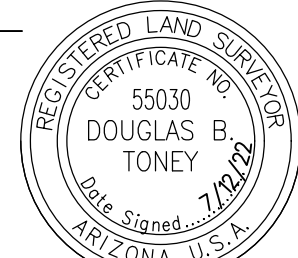
MAYOR DATE _____

CITY CLERK DATE _____

SURVEYOR'S CERTIFICATION

I, DOUGLAS B. TONEY, 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 JUNE 2021; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

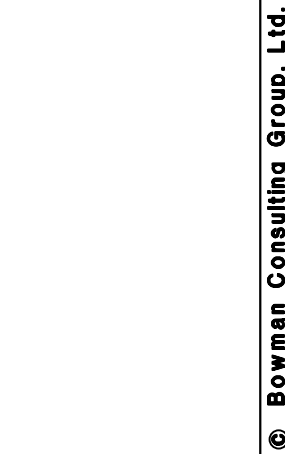
 7/12/22
DOUGLAS B. TONEY
REGISTERED LAND SURVEYOR NO. 55030
BOWMAN
1600 N. DESERT DRIVE, SUITE 210
TEMPE, ARIZONA 85281



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.

FS22-0515

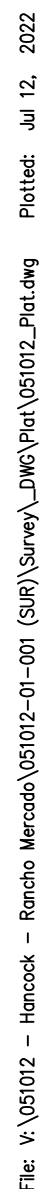
FINAL PLAT OF
RANCHO MERCADO PARCELS A7 AND A8
SURPRISE, ARIZONA

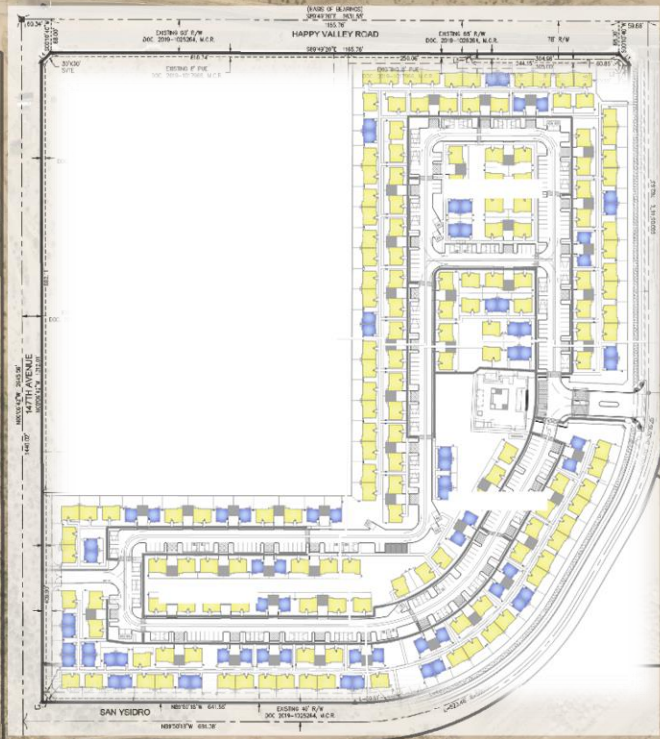


DATE:	7/12/22
PROJ NO:	051012-01
TASK NUM:	001
DRAWN BY:	TL
CHECKED:	DT
QUALITY:	
CLIENT NO:	
SCALE	N.T.S.
1	of 2

© Bowman Consulting Group, Ltd.

FS22-0515





FS22-0515 FINAL PLAT EXHIBIT

Christina Sexton

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Thursday, April 14, 2022 1:55 PM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative; BINKLEY, ERIC S GS-09 USAF AETC 56 FW/CVE
Subject: RE: FS22-0515 Rancho Mercado Parcels A7 & A8 Final Plat - New Digital Submittal 04.08.22
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for allowing Luke AFB to make comments on the Rancho Mercado Parcels A7 & A8 Final Plat Application. This Final Plat Review is for the Rancho Mercado A7 & A8 project. The site is located approximately 5.6 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: Friday, April 8, 2022 9:25 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>; lbeth - USPS <lbeth.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>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Subject: [Non-DoD Source] FS22-0515 Rancho Mercado Parcels A7 & A8 Final Plat - New Digital Submittal 04.08.22

Good morning,

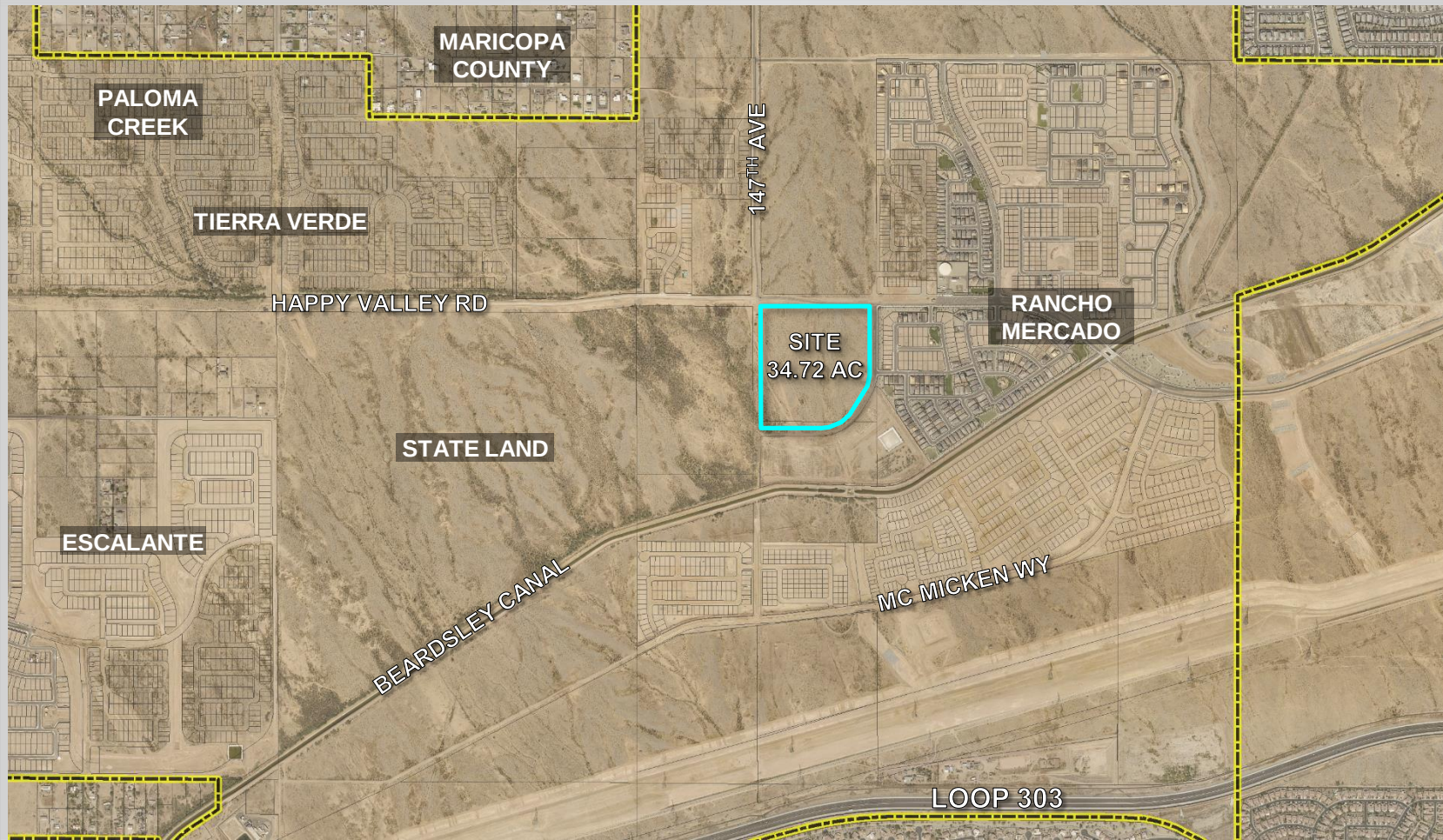
Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.



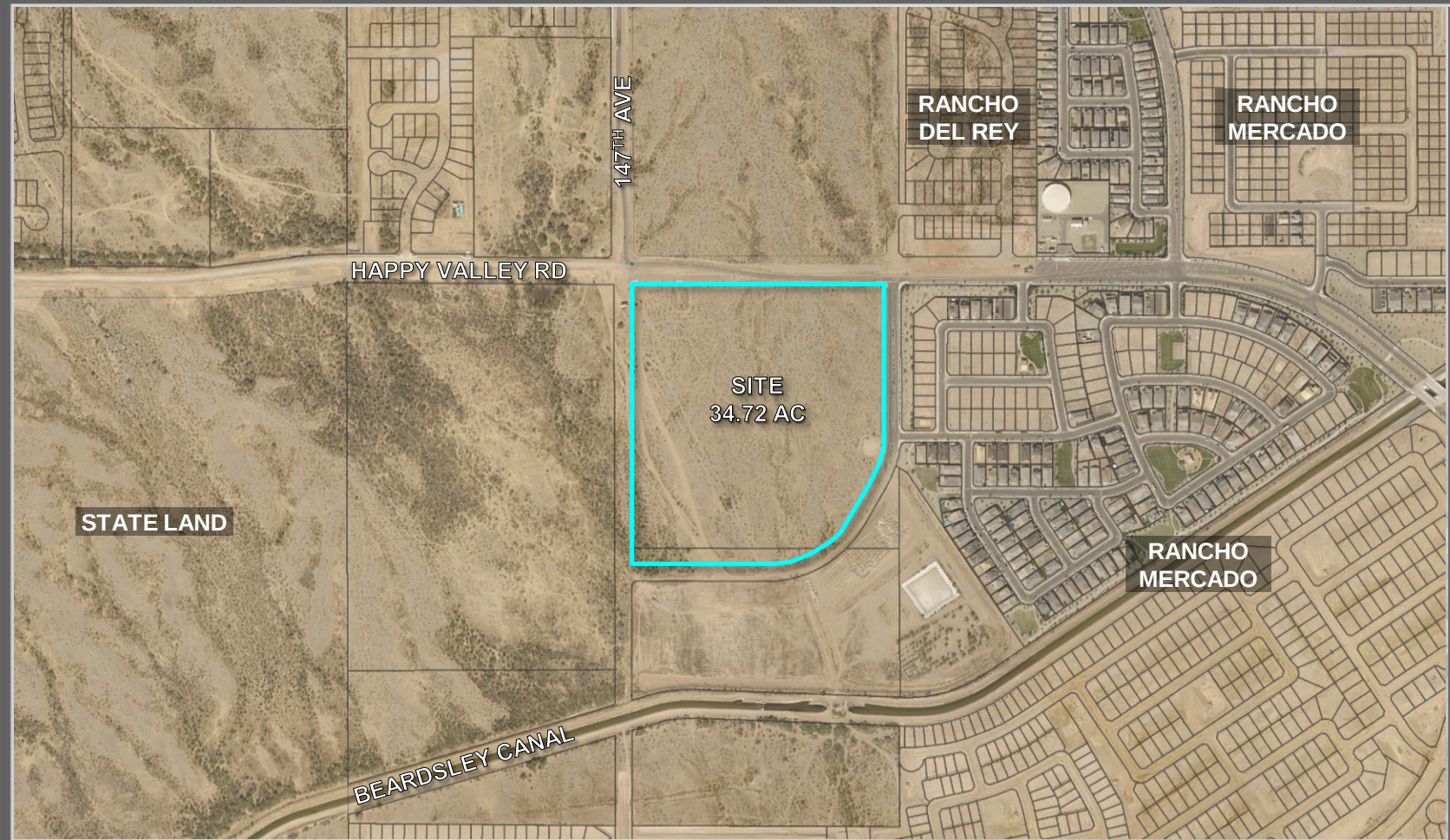
FS22-0515

Rancho Mercado Parcels A7 & A8 - Final Plat

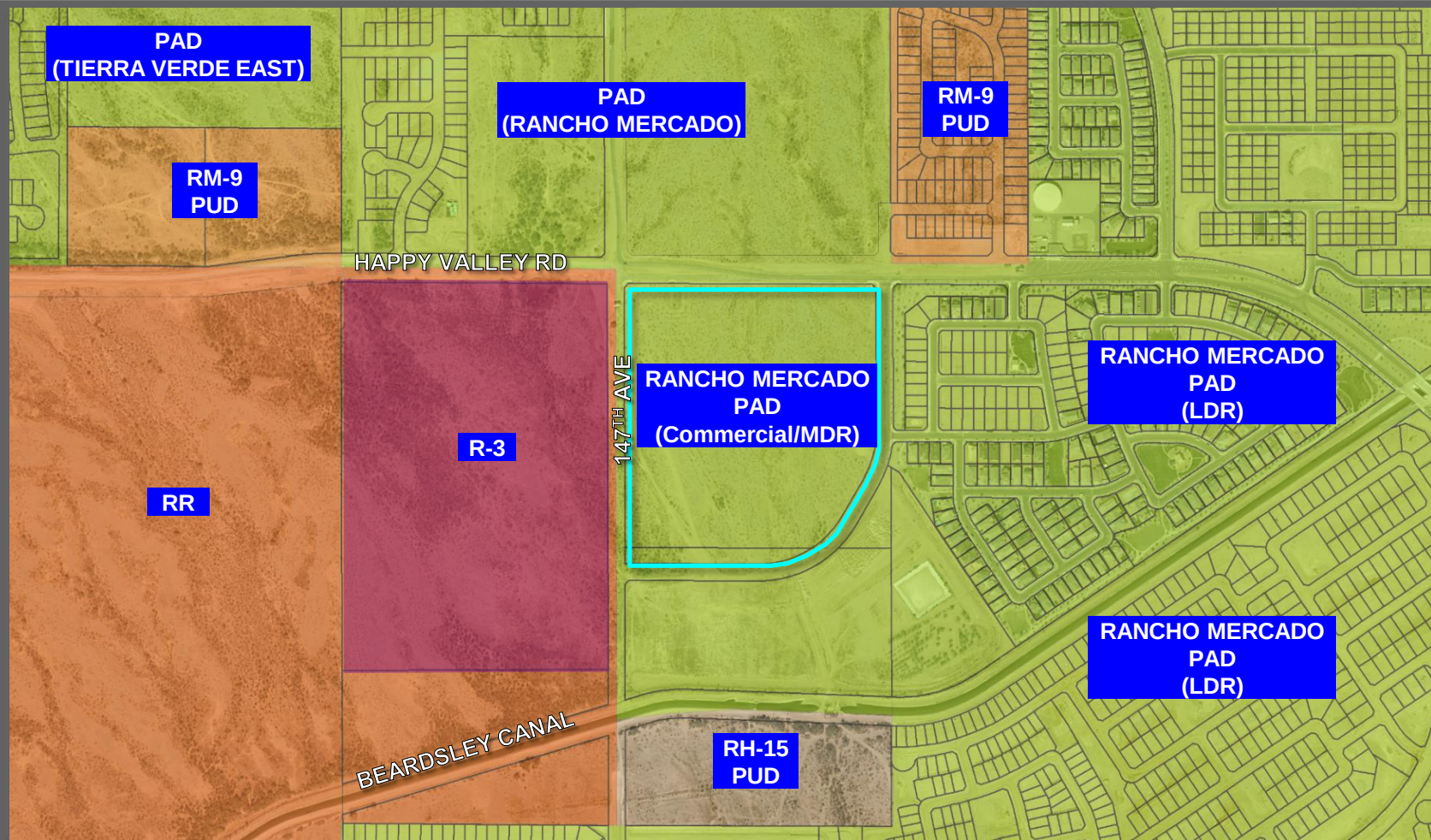
City Council – December 6, 2022



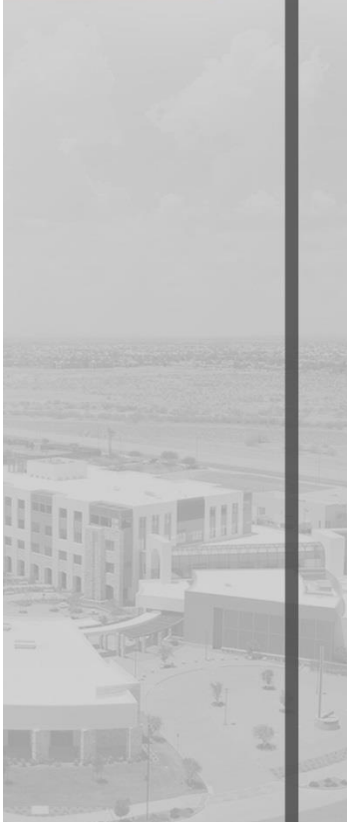
FS22-0515 VICINITY MAP



FS22-0515 VICINITY MAP









QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 6, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action pertaining to acceptance of two Special Warranty Deeds for the North and South Water Recharge Basins, respectively, and a Special Warranty Deed for a Well Site from Paloma Creek Water Coordinator, LLC .

Motion:

I move to accept the three Special Warranty Deeds from Paloma Creek Water Coordinator, LLC.

Background:

In 2020 the City entered into a SPA 2 Water, Water recharge, and Wastewater Development Agreement (Regional Improvements Overlay Agreement) with Paloma Creek Water Coordinator, LLC. The Development Agreement was created to outline each party's obligations and commitments related to the timing of construction of the Regional Improvements. The obligations in the Development Agreement have been met and the Paloma Creek Water Coordinator has provided the deeds for the recharge basins and well site as set forth in the Agreement.

Objective Analysis:

The recharge basins and well site will assist the City in moving forward with its commitment to ensuring City services in this area are met.

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 the ongoing development of the City of Surprise has an economic and fiscal impact on the City and the region.

Budget Impact:

Operation and Maintenance of the Basins and the Well Site will be incorporated into the cities' future O&M budgets.

FTE Impact:

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

ATTACHMENTS:

1. South Basin Deed
 2. North Basin Deed
 3. Well Site Tract 6F Deed
 4. SPA 2 EAST WATER WATER RECHARGE WW Develop Agreements
 5. 2022 SPA 2 East DA Clarification Letter - MOU
 6. KBVS Appraisal_Wittrock_land & Well Site Donation_9-13-2022
 7. Non-cash Charitable Contributions
 8. Presentation
-

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

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PALOMA CREEK WATER COORDINATOR, LLC, an Arizona limited liability company, ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 17th day of October, 2022

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EXHIBIT A

Legal Description of Property

SOUTH BASIN (APN# 503-69-003C)

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 East quarter corner of said Section 8 from whence the Northeast corner of Section 8 bears North 00° 06' 47" West (Basis of Bearings) a distance of 2645.52 feet;

Thence North 89° 32' 31" West along the South line of said Northeast quarter a distance of 40.00 feet to the **POINT OF BEGINNING**;

Thence continuing North 89° 32' 31" West along said South line a distance of 1271.95 feet to the Southwest corner of the East half of the Northeast quarter of Section 8;

Thence North 00° 08' 44" West along the West line of said East half of the Northeast quarter of Section 8 a distance of 43.44 feet to the South line of the Beardsley Canal according to Book 584 of Maps, page 19, records of Maricopa County, Arizona;

Thence North 73° 30' 58" East along said South line a distance of 1325.66 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 429.75 feet to the **POINT OF BEGINNING**.

Containing 6.9083 acres.

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

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PALOMA CREEK WATER COORDINATOR, LLC, an Arizona limited liability company, ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

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Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 17th day of October, 2022

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EXHIBIT A

Legal Description of Property

NORTH BASIN (APN# 503-69-003H)

Parcel 2, Kamarata Ranch Minor Land Division, recorded at Book 1669 of Maps, Page 11, Official Records of Maricopa County, Arizona.

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

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PALOMA CREEK WATER COORDINATOR, LLC, an Arizona limited liability company, ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 17th day of October, 2022

Remaining page intentionally left blank

GRANTOR: PALOMA CREEK WATER COORDINATOR, LLC
an Arizona limited liability company

By: Taproot Consulting, LLC, an Arizona limited liability company, its Manager

By: 
Name: John Wittrock
Its: Manager

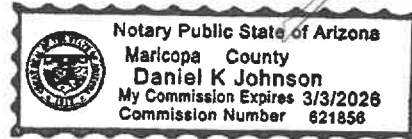
STATE OF Arizona)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17th day of October, 2022, by John Wittrock

My commission expires: 3/3/2026

Notary Public: [Signature]

GRANTEE: City of Surprise, an Arizona municipal corporation



By: _____
Skip Hall
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

My commission expires: _____ Notary Public: _____

EXHIBIT A

Legal Description of Property

WELL SITE (APN# 503-70-378)

Tract 6F, Final Plat Final Plat of Rancho Mercado Parcel A6, recorded at Book 1492 of Maps, Page 48, Official Records of Maricopa County, Arizona.

When recorded, return to:

City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

SPA2EastDA-30-1-1--
GarciaC

With a copy to:

**SPA 2 EAST WATER, WATER RECHARGE, AND WASTEWATER
DEVELOPMENT AGREEMENT
(Regional Improvements Overlay Agreement)**

THIS SPA 2 EAST WATER, WATER RECHARGE, AND WASTEWATER 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 dates this Overlay Agreement (“**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-1 (Rancho Del Ray), Exhibit A-2 (Paloma Creek), and Exhibit A-3 (Kamarata Ranch) (collectively, the “**Benefited Properties**”).

D. A map of the properties that can be annexed and become additional Benefited Properties under this Overlay Agreement and benefit from these Regional Improvements is attached hereto as Exhibit B (“**Annexable Properties**”). All Benefited Properties and Annexable Properties (collectively “**Benefited Owners**”) shall execute consents attached hereto as Exhibit G to become third party beneficiaries to this Overlay Agreement.

E. The City and PC desire to enter into this Overlay Agreement for the purpose of providing a “wet water” solution so PC and the Benefited Owners are able to obtain final plats by paying a buy-in fee for a “wet water” solution equal to \$2,836 per lot for Regional Improvements, or payment of the then current water impact fee, as more particularly described below.

F. 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 the then current water impact fee to the City of Surprise. The Benefited Owners shall have no rights to receive refunds of the buy-ins set forth in this Overlay Agreement.

G. 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.

H. The Benefited Owners may be subject to the following: (i) SPA 2 Sewer Interceptor Agreement, recorded at Document No. 2009-0350621, Official Records of Maricopa County, Arizona; (ii) SPA 2 Water Reclamation Facility Capacity Allocation Agreement, recorded at Document No. 2015-0354865, Official Records of Maricopa County, Arizona; (iii) Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement), recorded at Document No. 2017-0526362, Official Records of Maricopa County, Arizona, as amended by the First Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) recorded at Document No. 2020-0875257, Official Records of Maricopa County, Arizona; and (iv) Tierra Verde West Development Agreement, recorded at Document No. 2018-0887890, Official Records of Maricopa County, Arizona (collectively, the “**Other Development Agreements**”).

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 28 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**”) and depicted in Exhibit C.

- a. Rancho Mercado Wellsite A-3 Purchase
- b. Rancho Mercado A-3 Well Drill and Case
- c. Kamarata Recharge Permitting & Design
- d. Kamarata Recharge Grading

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 wellsite parcel acquisition costs (including costs associated with purchasing the wellsite parcel).

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 **City Contribution.** The City agrees to design and construct all wellsite improvements after the conveyance of the wellsite pursuant to Section 3.7 below, other than the drilling, casing, and the permanent wall and gates. Furthermore, City agrees to pay to PC to permit, design, and grade the Kamarata Ranch Recharge Facility, as defined below. Said payment will be wired to an escrow account and used to pay for construction, provided, however, the City's aggregate payment obligation under this Section 3.2 will not exceed \$1,800,000, paid from the Water Resource fee account for SPA 2 once collected, unless reviewed and approved by the City prior to construction commencing.

3.3 **Buy-In Fee.** The City agrees to require the first 1,000 Equivalent Dwelling Units (each an “**EDU**”), as such term is defined in the SPA 2 Water Reclamation Facility Capacity Allocation Agreement, recorded at Document No. 2015-0354865, Official Records of Maricopa County, Arizona, developing property within the Benefited Owners during the Term of this Agreement to pay a buy-in fee of \$2,836 per lot for the portion of the Regional Improvements being used or to be used by such Benefited Owner's development (“**Buy-in Fee**”). The Buy-in Fee is based upon the estimated budget for the Design and Construction Costs. If no portion of the construction of the Regional Improvements has been approved by the City during the Term, no Buy-in Fee may be assessed against any property within the Benefited Properties or Annexable Properties. After the first 1000 EDU's have paid the Buy-in fee to PC, all future residential units in the Benefited Properties and the Annexable Properties shall pay the then current impact fee for water to the City at time of building permit.

3.4 **Capacity Allocation:** The parties acknowledge and agree the Buy-in Fee is for 1,000 EDU's, with PC collecting the Buy-In Fee. PC shall update a list of Benefited Owners as they consent to this Overlay Agreement.

3.5 **Water Related Development Fees.** The parties acknowledge and agree that the water system development impact fee shall not be collected from or assessed on the Benefited Owners, as the list is amended by PC pursuant to Section 3.4 above, provided the Benefited Owners have paid the Buy-in Fee required by Section 3.3. PC and the Benefited Owners agree to pay the then current water resource impact fee.

3.7 Conveyance. Upon completion of the Regional Improvements by PC, payment by the City to PC of all amounts owed under Section 3.2 above, and the City's delivery of a completed tax form 8283 to PC, PC will convey via a special warranty deed and bill of sale to the City the Regional Improvements (including, without limitation, the land upon which the Regional Improvements are located). PC shall be responsible for the cost of the appraisal, phase 1 environmental site assessment and preparation of IRS tax form 8283. If after any payment from the City to PC made pursuant to Section 3.2 above, PC defaults on any obligation under this Overlay Agreement or does not complete the required Regional Improvements, PC will convey upon written demand via a special warranty deed to the City the Regional Improvements (including, without limitation, the land upon which the Regional Improvements are located), except for that water capacity for which Benefited Owners had previously paid a Buy-in Fee.

3.8 Kamarata Ranch Recharge Facility. Concurrently with the conveyance in 3.7 above, PC shall donate approximately 25 acres for a water recharge facility depicted in Exhibit F ("Kamarata Ranch Recharge Facility"). The City shall allow the parcel 1A and 2B as depicted on Exhibit F, as the donated area, to count toward the Kamarata Ranch Project (as depicted on Exhibit A3) open space requirements. Drainage retention assumptions, such as allowance of first flush, will be determined at the time of engineering construction document review.

4. Sewer.

4.1 Sale of Benefited Owners' Capacity. Each of the Benefited Owners will be required to obtain sewer capacity pursuant to the SPA 2 Water Reclamation Facility Capacity Allocation Agreement, recorded at Document No. 2015-0354865, Official Records of Maricopa County, Arizona (the "**SPA 2 Agreement**"). Notwithstanding the foregoing, if the Owners under the SPA 2 Agreement are unwilling or unable to sell sewer capacity to a Benefited Owner, then the City agrees that such Benefited Owner will have the right to satisfy all requirements hereunder relating to sewer by paying to the City the then current sewer impact fee at time of building permit.

4.2 Sewer Related Development Fees. The Parties acknowledge and agree that the wastewater development impact fee shall not be collected or assessed against the Benefited Owners, provided the Benefited Owners have obtained sewer capacity pursuant to the SPA 2 Agreement.

5. 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 or Annexable Properties for annexation, zoning, platting, site planning, or a building permit. 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 any annexation or zoning application for the first 1,000 units within the Benefited Properties and Annexable Properties that have consented to this Overlay Agreement, a

stipulation that requires the applicant to connect to the Regional Improvements and show evidence of payment of all applicable Buy-in Fees. The following is a sample stipulation: "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 PC that the Buy-in Fee, as described in the **SPA 2 EAST WATER, WATER RECHARGE AND WASTEWATER 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 and Annexable Properties prior to approving such Benefited Owner's final plat, site plan, or building permit.
- d. Reviewing and approving the Design and Construction Costs for each Regional Improvement. The City shall have sixty (60) days to review and approve the Design and Construction Costs for each Regional Improvement. 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.
- e. City approves PC purchasing wellsite known as wellsite A3 from William Lyon Homes pursuant to the Rancho Mercado Supplemental Development Agreement, as amended, recorded at Document No. 2017-0526362, Official Records of Maricopa County, Arizona ("Mercado Agreements"). Furthermore, City releases William Lyon Homes, its successors and assigns from any additional obligations related to wellsite A3 under the Mercado Agreements.

6. **Reserved.**

7. **Partial Release Upon Sale of Public Lots.** The Parties acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants, obligations or liabilities running with 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

Property 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.

8. Buy-in Fee.

8.1 Amount of Buy-in Fee. The Buy-In Fee is a fixed amount of \$2,836, unless amended per lot, as amended by Section 3.3. Prior to executing this Overlay Agreement, the City reviewed and approved the Buy-in Fee.

8.2 Collecting the Buy-in Fee. For the first 1,000 units, 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.

8.2.1 Timing of Collection. During the Term of this Agreement, the Buy-in Fee shall be collected from each Benefited Owner upon approval of a final plat for such Benefited Owner’s property, or at the time such Benefited Owner begins utilizing any of the Regional Improvements, whichever is the first to occur. 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.

8.2.1.1 Holding Buy-in Fees. Any Buy-in Fee collected by PC during the Term of this 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.

8.2.2 Repayment Term. The repayment term for the Buy-in Fee shall be the Term of this Agreement, as defined in Section 9, provided the City has approved the construction of some portion of the associated Regional Improvement.

8.2.3 Notification to City. During the Term of this 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.

8.3 Updating Costs. Upon completion of each Regional Improvement during the Term of this Agreement, PC shall promptly provide the City with written evidence of the Design and Construction Costs incurred by PC to complete each Regional Improvement. PC shall provide

an update to the number of units up or down based on the actual costs divided by \$2,836 per unit. All Buy-In fees collected in excess of the cost of the Regional Improvements shall be promptly paid to the City.

9. **Capacity; Final Plat; Water/Sewer Service.** Upon payment of the applicable Buy-in Fee (as evidenced by the Notice of Payment) and all other fees owed by a Benefited Property or Annexable Property under the Other Development Agreements, the City agrees: (i) to allow such Benefited Owner to move forward with a final plat ; (ii) that, after approval of a final plat, such Benefited Owner will have the right to use capacity in the Regional Improvements as necessary to satisfy any City requirements; and (iii) following approval of a final plat and other required development permits, to provide water and sewer service to such Benefited Owner's property. The City acknowledges that each Benefited Owner is an intended third-party beneficiary of this Overlay Agreement.

10. **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 Unified Development Code Section 42-7(C).

11. **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.

12. **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 Development Agreement, Benefited Owner, or successor property owner of any within the Benefited Property or Annexable Property Area. Additionally, PC shall defend the validity of this Overlay Agreement and its 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 and its amendment. PC's obligations and liabilities under this Section 12 shall survive the termination of this Overlay Agreement.

13. **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.

14. **Intentionally Deleted.**

15. **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 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
18835 North Thompson Peak Parkway, Suite 215
Scottsdale, AZ 85255
Email: John@Marbellacustomhomes.com

With Copy to: Fennemore Craig, P.C.
2394 E. Camelback Road, Suite 600
Phoenix, AZ 85016
Attn: James Bond
Email: jbond@fclaw.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.

16. **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 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **Conflict of Interest.** This Overlay Agreement is subject to the terms of ARS § 38-511.

29. **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.

30. **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 A1 Rancho Del Ray Legal description
- Exhibit A2 Paloma Creek Legal description
- Exhibit A-3 Kamarata Ranch Legal description
- b. Exhibit B: Map of the Annexable Properties
- c. Exhibit C: Regional Improvements
- d. Exhibit D: Design and Construction Cost Budget
- e. Exhibit E: Sample Notice of Payment
- f. Exhibit F: Kamarata Ranch Recharge Property
- g. Exhibit G: 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:**CITY OF SURPRISE**, an Arizona municipal corporation

By: _____

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar
 Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

Robert Wingo
 Robert Wingo, City Attorney

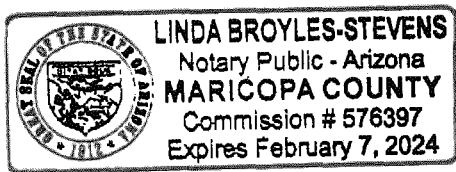
STATE OF ARIZONA

County of Maricopa

On this 18 day of Nov. 2020 before me personally appeared Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above/attached document.

[Affix notary seal here]

Linda Broyles Stevens
 Notary Public



IN WITNESS WHEREOF, PC has executed this Overlay Agreement as of the date first above written.

PC:

Paloma Creek Water Coordinator, LLC,
an Arizona limited liability company

By: 

Name: John Wittrock

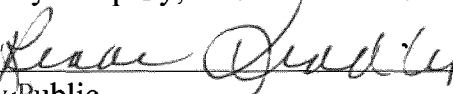
Title: MANAGER

STATE OF ARIZONA)

) ss.

County of MARICOPA)

The foregoing instrument was acknowledged before me this 29 day of OCT 2020, by JOHN WITTRICK, as the MANAGER of **Paloma Creek Water Coordinator LLC**, an Arizona limited liability company, on behalf of the company.


Notary Public

My Commission Expires:

8/1/2022

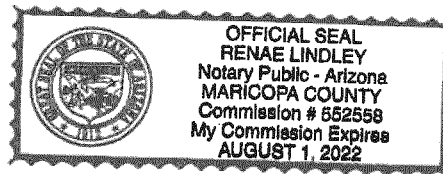


Exhibit A-1 Legal Description of Rancho Del Ray – Page 1

That part of the West half of the East half of the Southwest quarter of Section 4, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest corner of said Section 4;

Thence North 89° 57' 09" East (Basis of Bearings) along the South line of the Southwest quarter of Section 4 a distance of 1315.77 feet to the Southwest corner of the West half of the East half of the Southwest quarter of said Section 4 and the **POINT OF BEGINNING**;

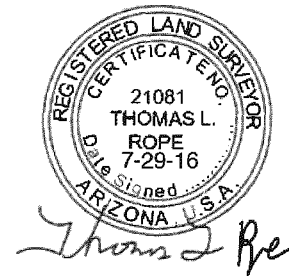
THENCE North 00° 22' 53" seconds West, along the West line thereof a distance of 1652.71 feet to a point from which the Northwest corner of the West half of the East half of the Southwest quarter of said Section 4 bears North 00° 22' 53" West, a distance of 991.71 feet;

THENCE North 89° 57' 50" East a distance of 657.32 feet to the East line of the West half of the East half of the Southwest quarter of Section 4;

THENCE South 00° 24' 02" East along said East line a distance of 1652.58 feet to the South line of the Southwest quarter of Section 4;

THENCE South 89° 57' 09" East along said South line a distance of 657.89 feet to the **POINT OF BEGINNING**.

Containing 24.9487 acres



Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Expires 3-31-2019

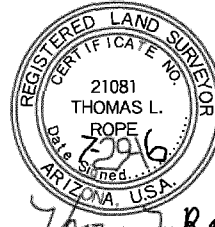
Job No. 12068

Exhibit A-1 Legal Description of Rancho Del Ray – Page 2

ZONING EXHIBIT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4,
T4N, R1W, G.&S.R.B.M., MARICOPA COUNTY, ARIZONA

PREPARED BY:
LAND SURVEY SERVICES, PLC
3160 N. 302ND LANE
BUCKEYE, AZ 85396
PHONE 602.703.7010



Expires 3/31/2019

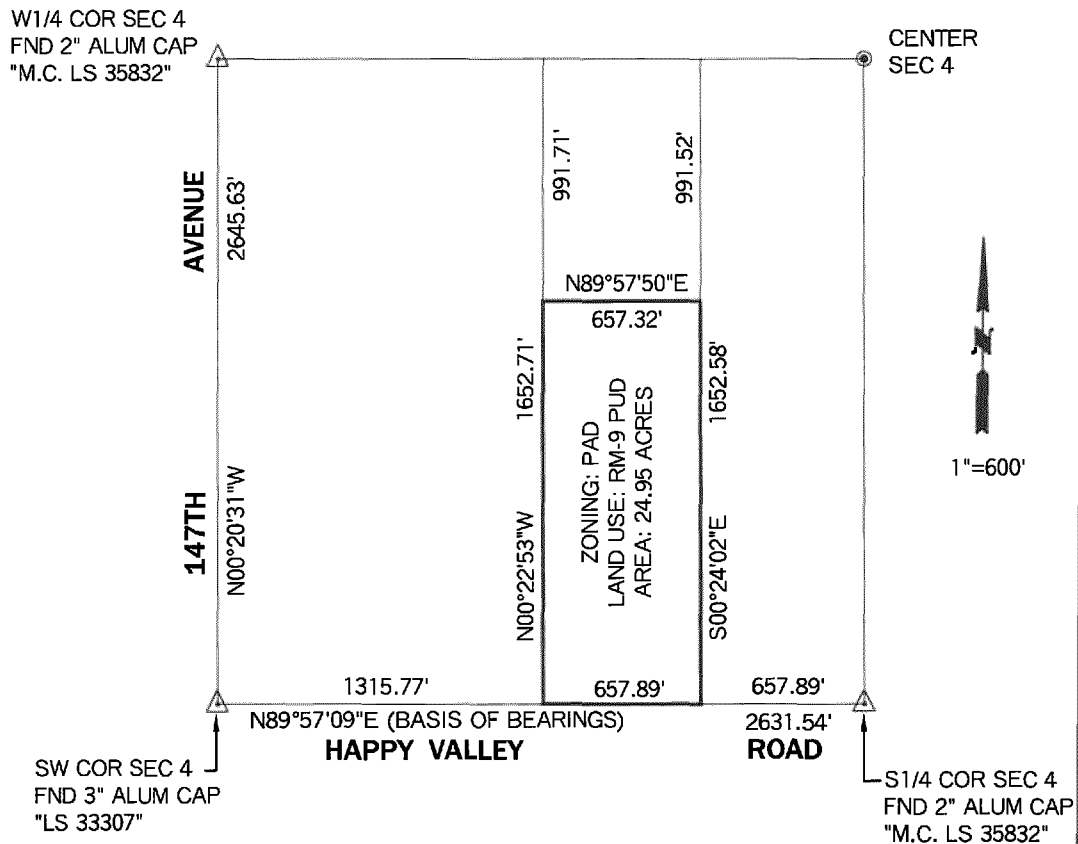


Exhibit A-2 Legal Description of Paloma Creek – Page 1

That portion of Sections 5 and 6, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the West quarter corner of said Section 5;

Thence South 89° 41' 02" East along the North line of the Southwest quarter of Section 5 a distance of 654.57 feet to the West line of the East 655.08 feet of the North half of Northwest quarter of the Southwest quarter of the Section 5;

Thence South 00° 05' 23" West along said West line a distance of 660.04 feet to the South line of the North half of the Northwest quarter of the Southwest quarter of the Section 5 and the North line of that Parcel Annexed by the City of Surprise per Ordinance 05-60 as recorded in Document No. 2006-104870, Official Records;

Thence North 89° 39' 59" West along said line a distance of 655.22 feet to the common line between Sections 5 and 6;

Thence North 89° 47' 36" West along the South line of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 6 and the North line of said Annexation Parcel a distance of 657.76 feet;

Thence South 00° 06' 30" West along the East line of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 6 and the West line of said Annexation Parcel a distance of 659.68 feet;

Thence North 89° 46' 48" West along the North line of the South half of the Southeast quarter of Section 6 and the North line of said Annexation Parcel a distance of 1971.96 feet;

Thence South 00° 00' 23" East along the North-South mid-section line of Section 6 and the West line of said Annexation Parcel a distance of 1318.45 feet to the South quarter corner of Section 6;

Thence North 89° 45' 13" West along the South line of Section 6 and the North line of said Annexation Parcel a distance of 1795.95 feet to the East line of the West 55.00 feet of the Southwest quarter of Section 6 and the East line of that Parcel Annexed by the City of Surprise per Ordinance 88-24 as recorded in Document No. 1988-594510, Official Records;

Thence North 00° 23' 29" East along said East line a distance of 2635.25 feet to the East-West mid-section line of Section 6;

Thence North 00° 22' 45" East along the East line of the West 55.00 feet of the Northwest quarter of Section 6 and the East line of said Annexation Parcel a distance of 1317.51 feet to the North line of Lot 5 of Section 6;

Thence South 89° 50' 48" East along said North line a distance of 450.04 feet to the Northeast corner of said Lot 5;

Land Survey Services PLC
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Buckeye, AZ 85396

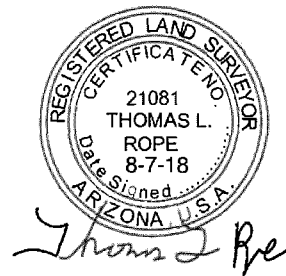
Expires 3-31-2019

Job No. 10019

Exhibit A-2 Legal Description of Paloma Creek – Page 2

Thence South 00° 06' 11" East along the East line thereof a distance of 1317.84 feet to the East-West mid-section line of Section 6;
Thence South 89° 48' 24" East along said mid-section line a distance of 1316.52 feet to the Center of Section 6;
Thence continuing South 89° 48' 24" East along said mid-section line a distance of 2632.80 feet to the **POINT OF BEGINNING**.

Containing 201.54 acres



Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Expires 3-31-2019

Job No. 10019

Exhibit A-2 Legal Description of Paloma Creek – Page 3

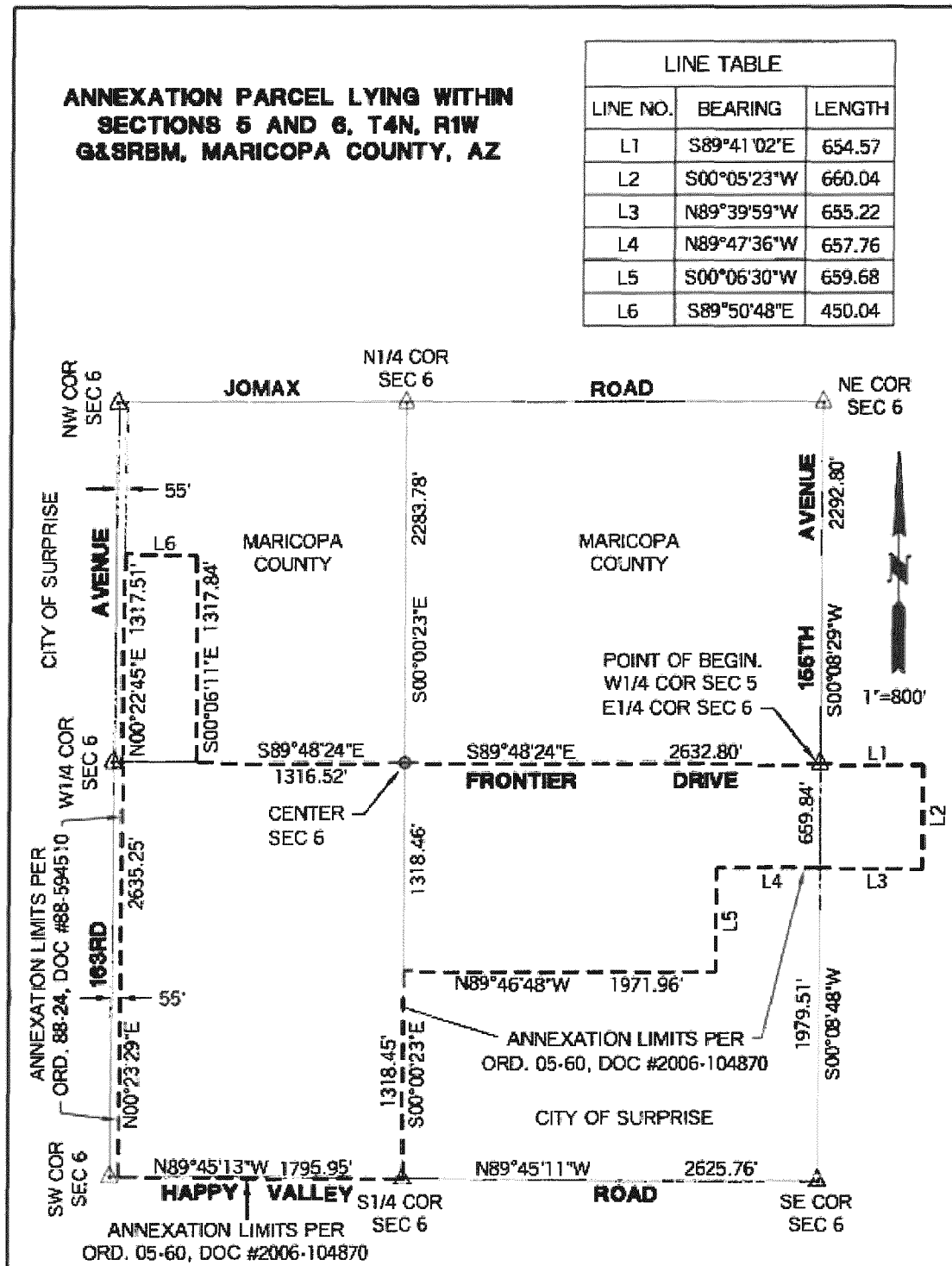


Exhibit A-3 Legal Description of Kamarata Ranch – Page 1PARCEL A-3

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 1072.30 feet to the East line of the West 200.00 feet of the East half of the Northeast quarter of Section 8;
 Thence North 00° 08' 44" West along said East line a distance of 1844.99 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 1073.39 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**.

Containing 45.3250 acres



Land Survey Services PLC
 20651 W. Pasadena Avenue
 Buckeye, AZ 85396-1255

Job No. 19048

Exhibit A-3 Legal Description of Kamarata Ranch – Page 2

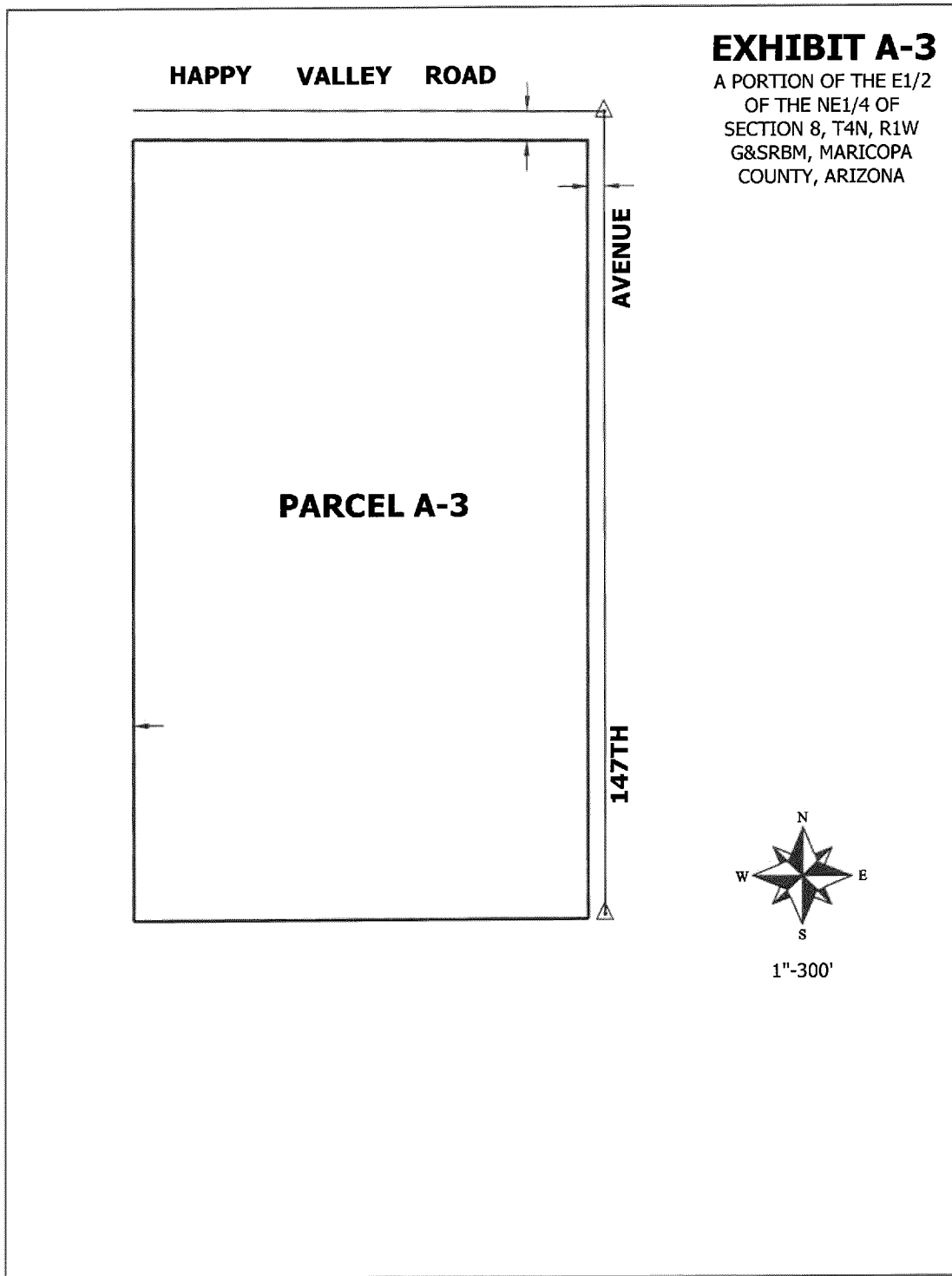


Exhibit B Map of Annexable Properties

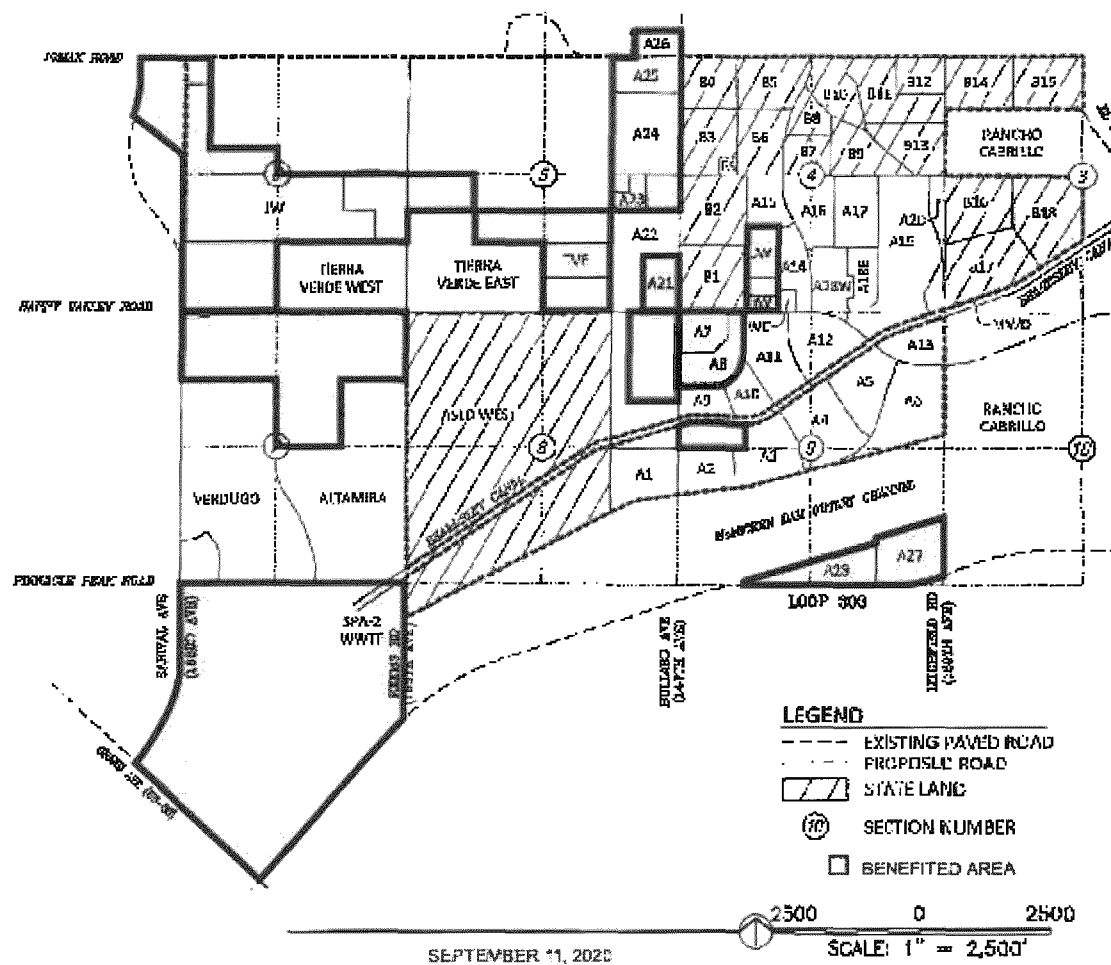


Exhibit C Regional Improvements

Rancho Mercado Wellsite A-3 purchase

Rancho Mercado Wellsite A-3 drill and casing install

Rancho Mercado Wellsite A-3 testing

Kamarata Ranch Recharge Engineering

Kamarata Ranch Excavation and placement earthwork

Kamarata Ranch Earthwork testing and as-builts

Exhibit D Design and Construction Cost Budget

ITEM	Responsible Party	Subcontractor	QTY	UNIT	UNIT PRICE	EXTENSION
Wellsite purchase from William Lyon Homes	PC	None	1	EA	\$ 856,000	\$ 856,000
Wellsite A-3 Drill and Case	PC	Beeman Drilling	1	EA	\$ 450,000	\$ 450,000
Well Testing	PC	Matrix New World	1	EA	\$ 100,000	\$ 100,000
Build 8 FT block wall, including gates	PC	Taylor Morrison	1	EA	\$ 100,000	\$ 100,000
Third Party construction management fee	PC	PC	3.5%	%	\$ 600,000	\$ 21,000
City of Surprise Payment	SOS	None	1	EA	\$ 1,309,000	\$ 1,309,000
TOTAL REGIONAL IMPROVEMENTS PHASE 1						\$ 2,836,000 *

* \$2,836,000 / 1000 EDUs = \$2836. This number of EDUs may change per section 3.3

ITEM			QTY	UNIT	UNIT PRICE	EXTENSION
Engineering for Kamarata Ranch Recharge	PC	EPS	1	EA	\$ 100,000	\$ 100,000
USF & APP Permitting	PC	Matrix New World	1	EA	\$ 300,000	\$ 300,000
Excavation and placement earthwork	PC	TBD	200,000	CY	\$ 5.50	\$ 1,100,000
Earthwork Testing	PC	TBD	1	EA	\$ 50,000	\$ 50,000
Permanent Chain-link Fencing if required	PC	TBD	1	EA	\$ 100,000	\$ 100,000
Gunnite stabilization next to canal if required	PC	TBD	1	EA	\$ 100,000	\$ 100,000
Third Party construction management fee	PC	PC	3.5%	%	\$ 1,428,000	\$ 49,980
TOTAL REGIONAL IMPROVEMENTS PHASE 2						\$ 1,799,980

Exhibit E Notice of Payment

(2) _____ (“Benefited Properties”) has paid Paloma Creek Water Coordinator the Following buy-in Fee:

(3)

\$ _____ Per equivalent residential units

_____ Residential units

\$ _____ Total

Funds received on _____

Paloma Creek Water Coordinator LLC: _____

Name

Date

City Acknowledgement: _____

Name

Date

Exhibit F Legal Description of Kamarata Ranch Recharge Property – Page 1**PARCEL 1B**

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 and the **POINT OF BEGINNING**;
 Thence continuing South 73° 30' 58" West along said North line a distance of 1325.74 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 2387.54 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 200.01 feet to the East line of the West 200.00 feet of the East half of the Northeast quarter of Section 8;
 Thence South 00° 08' 44" East along said East line a distance of 1844.99 feet;
 Thence North 89° 53' 13" East a distance of 1072.30 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 167.16 feet to the **POINT OF BEGINNING**.

Containing 18.8137 acres



Land Survey Services PLC
 20651 W. Pasadena Avenue
 Buckeye, AZ 85396-1255

Job No. 19048

Exhibit F Legal Description of Kamarata Ranch Recharge Property – Page 2PARCEL 2B

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 East quarter corner of said Section 8 from whence the Northeast corner of Section 8 bears North 00° 06' 47" West (Basis of Bearings) a distance of 2645.52 feet;
 Thence North 89° 32' 31" West along the South line of said Northeast quarter a distance of 40.00 feet to the **POINT OF BEGINNING**;
 Thence continuing North 89° 32' 31" West along said South line a distance of 1271.95 feet to the Southwest corner of the East half of the Northeast quarter of Section 8;
 Thence North 00° 08' 44" West along the West line of said East half of the Northeast quarter of Section 8 a distance of 43.44 feet to the South line of the Beardsley Canal according to Book 584 of Maps, page 19, records of Maricopa County, Arizona;
 Thence North 73° 30' 58" East along said South line a distance of 1325.66 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 429.75 feet to the **POINT OF BEGINNING**.

Containing 6.9083 acres.



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 Buckeye, AZ 85396-1255

Job No. 19048

Exhibit F Legal Description of Kamarata Ranch Recharge Property – Page 3

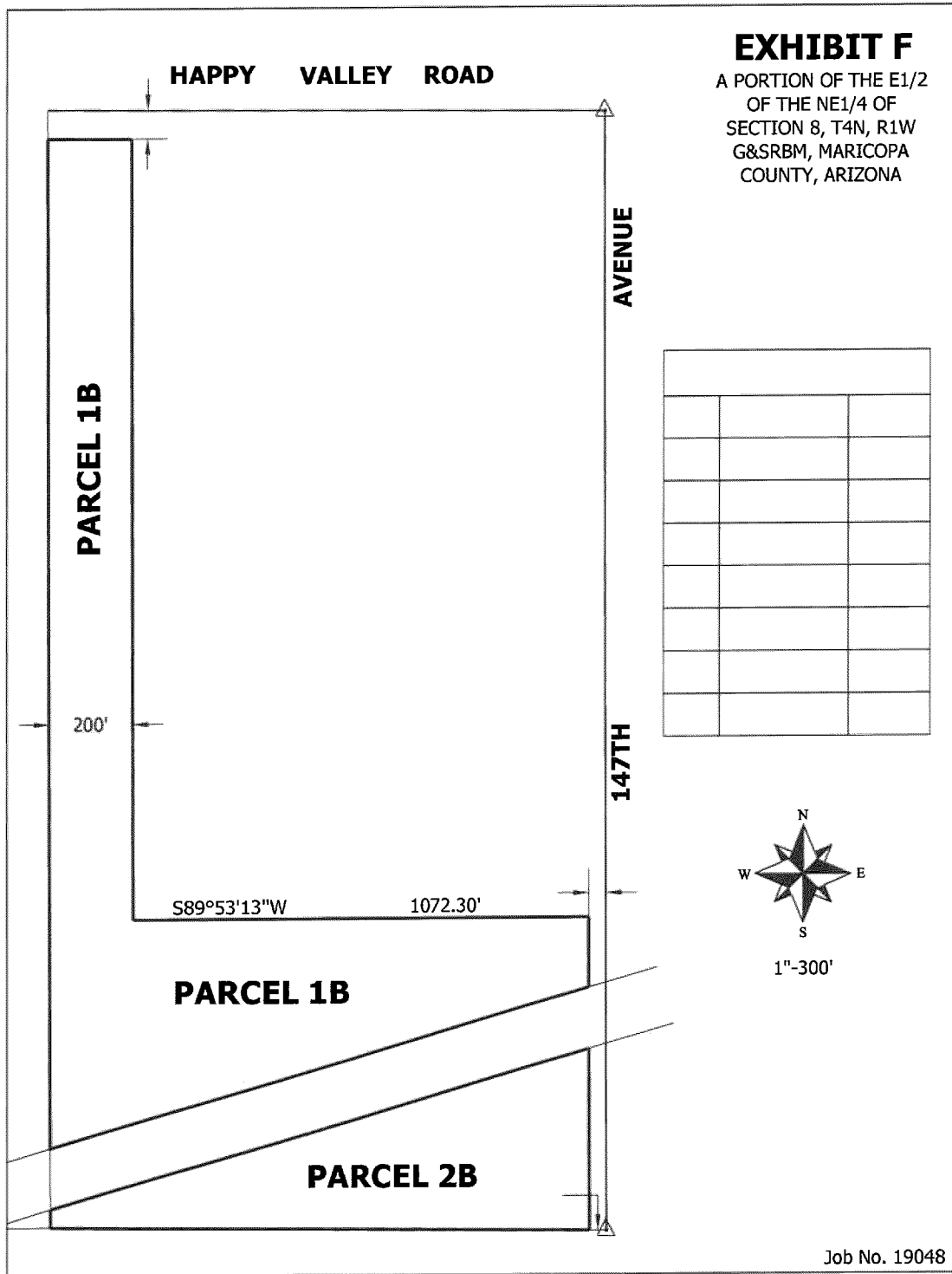


Exhibit G Form of Benefited Property Consent

[see attached]

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 water, as applicable in accordance with Section 3.3 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 _____ 2020, 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:



WATER RESOURCE MANAGEMENT
CITY OF SURPRISE
16000 N CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-7100

March 30, 2022

Paloma Creek Water Coordinator, LLC
Attn: John Wittrock
18835 North Thompson Peak Parkway, Suite 215
Scottsdale, AZ 85255

Dear Mr. Wittrock,

This letter follows up recent communications between you and the Water Resource Management Department (WRM) about clarifying the developer obligations under the SPA 2 East Water, Water Recharge, and Wastewater Development Agreement, recorded at MCR 20201129254 and its First Amendment MCR 20211306629 ("SPA 2 East DA"), with regard to the Kamarata Ranch Recharge Basins. In a meeting held on January 27, 2022 the following clarifications regarding the Kamarata Ranch Recharge Basins were tentatively agreed upon.

1. The Kamarata Ranch Channel will not be conveyed to the City for ownership, operation or maintenance; therefore the plat will need to be revised to identify the Channel as a tract to be owned and operated by the property owner/ homeowners association.
2. The half-street improvement adjacent to the Kamarata Ranch Channel will be the responsibility of the Kamarata Ranch Development. These improvements will be incorporated within the plans associated with case FS21-412 and as shown on Atwell's job number 19000853 Happy Valley Road at Kamarata Ranch dated 3/1/2022
3. The basins identified on the grading plans as part of case FS21-412 will be dedicated to the City for ownership and maintenance as contemplated in the SPA 2 East DA; however, the southern basin may be graded by the developer of the Mandou Ranch property with the development of the Mandou Ranch property at no cost to the City.
4. Included in the dedication of the northern basin will be a drainage easement for the Kamarata Ranch Development to accommodate the 'first flush' Kamarata Ranch drainage solution.
5. The Paloma Creek Water Coordinator will be responsible for securing the Underground Storage Facility permit associated with the basins. The City will be responsible for the fees associated with securing the Underground Storage Facility permit.
6. In the SPA 2 East DA, the costs associated with constructing the recharge basins will be funded via water resource impact fees. It was agreed upon that the developer of the property would construct the northern basin in exchange for not paying the water resource impact fees associated with the project.
7. The conveyance of the basins will be completed in accordance with the SPA 2 East DA, specifically sections 3.7 and 3.8. Date is estimated to be July/August 2022.



WATER RESOURCE MANAGEMENT
CITY OF SURPRISE
16000 N CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-7100

If you are agreeable to the clarifications identified in the points above, please sign this letter below to memorialize your consent and return the signed letter.

Please let Michael Boule or me know if you have any questions. Thank you for your partnership in this solution.

Sincerely,

Lee Lambert
Director, Water Resource Management Department

APPROVED AS TO FORM AND CONTENT:

Paloma Creek Water Coordinator, LLC

By: 

Printed name: John W. Hock

Title: MANAGER

Date: 4/12/2022

DATE OF REPORT

September 22, 2022

DATE OF VALUE

September 13, 2022

AN APPRAISAL REPORT OF

**PALOMA CREEK WATER COORDINATOR, LLC
Two Vacant Land Parcels Located West Of 147th Avenue
North And South Of The Beardsley Canal, And A Well Site
Located In The Rancho Mercado Planned Community,
Surprise, Arizona**

PREPARED FOR

**John Wittrock
Paloma Creek Water Coordinator, LLC
8601 N. Scottsdale Road, Suite #335
Scottsdale, Arizona 85253**

PREPARED BY

**Karl Baltutat, MAI
Certified General Real Estate Appraiser #30044
Karl Baltutat Valuation Services, LLC
15909 South 11th Way
Phoenix, Arizona 85048
*KBVS Job No. 22-429***

September 22, 2022



John Wittrock
Paloma Creek Water Coordinator, LLC
8601 N. Scottsdale Road, Suite #335
Scottsdale, Arizona 85253

Re: PALOMA CREEK WATER COORDINATOR, LLC - Two vacant land parcels, totaling 17.047 acres, located west of 147th Avenue north and south of the Beardsley Canal, and a well site located on a 25,545 square foot site, in the Rancho Mercado master planned community, Surprise, Arizona

Dear Mr. Wittrock:

The subject of this appraisal are dedications of two vacant land parcels (North Parcel - 10.1387 acres and South Parcel - 6.9083 acres), and a well site (Rancho Mercado Well Site) to the City of Surprise. At your request, an Appraisal Report has been prepared to develop opinion of the fair market value of these dedications. The client for this appraisal is the Paloma Creek Water Coordinator, LLC, while the intended users including the client, the City of Surprise and the Internal Revenue Service. The intended use is to establish fair market value for a Noncash Charitable Contribution associated with the dedications of the two vacant land parcels and the well site.

The analyses, opinions, and conclusions were developed, and this report has been prepared in conformance with, my interpretation of the guidelines and recommendations set forth in the 2020-2022 edition of the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to IRS Real Property Valuation Guidelines. The appraised properties were inspected on September 13, 2022, which represents the effective date of the fair market value.

After considering all facts available, subject to the underlying assumptions and limiting conditions included, it has been concluded, the fee simple interest in the subject properties had the following fair market value, as of September 13, 2022, of:

**NINE MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS
(\$9,215,000)**

Mr. John Wittrock
September 22, 2022
Page 2

The estimated exposure period for the subject properties has been based on the actual exposure periods of the sales employed in the Sales Comparison Approach, and discussions with several real estate brokers and market participants active in the metropolitan Phoenix land market. The comparables employed in this appraisal, opinions from market participants, and current supply and demand factors in the metropolitan Phoenix real estate market suggest an exposure and marketing period for the subject of six months, or less. Therefore, the market value is based on an estimated exposure period of six months, or less. Additionally, if marketed properly, at a price commensurate with the market value concluded within this appraisal, it is reasonable to expect an marketing period of six months, or less.

Sincerely,

Karl Baltutat

Karl Baltutat, MAI
State of Arizona Certified
General Real Estate Appraiser #30044

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ADDENDA

EXHIBIT A - SUBJECT LEGAL DESCRIPTIONS	
EXHIBIT B - CURRENT ESTIMATE TO DRILL RANCHO MERCADO WELL	
EXHIBIT C - QUALIFICATIONS AND STATE CERTIFICATIONS	

PREFACE

EXECUTIVE SUMMARY

<u>PROPERTY IDENTIFICATION</u>	Two vacant land parcels (North and South parcels), totaling 17.047 acres, located west of 147 th Avenue north and south of the Beardsley Canal, and a well site (Rancho Mercado Well Site) located on a 25,545 square foot site, in the Rancho Mercado master planned community, Surprise, Arizona
<u>ASSESSOR'S PARCEL NO.</u>	503-69-003C and 003H; and 503-70-378
<u>OWNER OF RECORD</u>	Paloma Creek Water Coordinator, LLC
<u>DATE OF REPORT</u>	September 22, 2022
<u>DATE OF INSPECTION/ EFFECTIVE DATE</u>	September 13, 2022
<u>VALUE(S) DEVELOPED</u>	Fair market value of the fee simple interest
<u>CLIENT/INTENDED USER/ INTENDED USE</u>	The client for this appraisal is the Paloma Creek Water Coordinator, LLC, while the intended users including the client, the City of Surprise and the Internal Revenue Service. The intended use is to establish fair market value for a Noncash Charitable Contribution associated with the dedications of the two vacant land parcels and the well site.
<u>ZONING</u>	The North and South parcels are zoned RR, Rural Residential, Surprise. The Well Site is zoned PAD, Planned Area Development, Surprise, within underlying zoning of R1-8, Single-Family Residential.
<u>HIGHEST AND BEST USE</u>	North and South parcels - Near term medium to high density residential oriented development Rancho Mercado Well Site - subdividing into two single-family residential lots ("as if vacant"); near term installation of remaining well equipment for use as a potable water well ("as improved")
<u>OPINION OF VALUE</u>	\$9,215,000

SCOPE OF WORK

PROPERTY IDENTIFICATION

The subject property involves two vacant land parcels (North and South parcels), totaling 17.047 acres, located west of 147th Avenue north and south of the Beardsley Canal, and a well site (Rancho Mercado Well Site) located on a 25,545 square foot site, in the Rancho Mercado master planned community, in Surprise, Arizona. Legal descriptions for the subject properties are included in the Addenda as Exhibit A. The subject properties can also be identified by Maricopa County Assessor tax parcel numbers 503-69-003H (North Parcel) and 003C (South Parcel) and 503-70-378 (Rancho Mercado Well Site). On the following pages are aerial photos from the Maricopa County Assessor's office website, showing a zoomed-in view of the subject properties outlined in red, and an aerial photo from Google Earth, showing a zoomed-out view of the subject properties within the surrounding area.

TYPE OF APPRAISAL/PROPERTY RIGHTS/DEFINITIONS OF VALUE

This Appraisal Report of the above identified property has been prepared to develop an opinion of the fair market value of the fee simple interest in the subject properties. The following terminology details the type of appraisal prepared, the property rights being appraised, and the opinion of value to be developed.

Appraisal

Appraisal is defined as, "The act or process of developing an opinion of value; an opinion of value. Of or pertaining to appraising and related functions such as appraisal practice or appraisal services."¹

Appraiser

Appraiser is defined as, "One who is expected to perform valuation services competently and in a manner that is independent, impartial, and objective."²

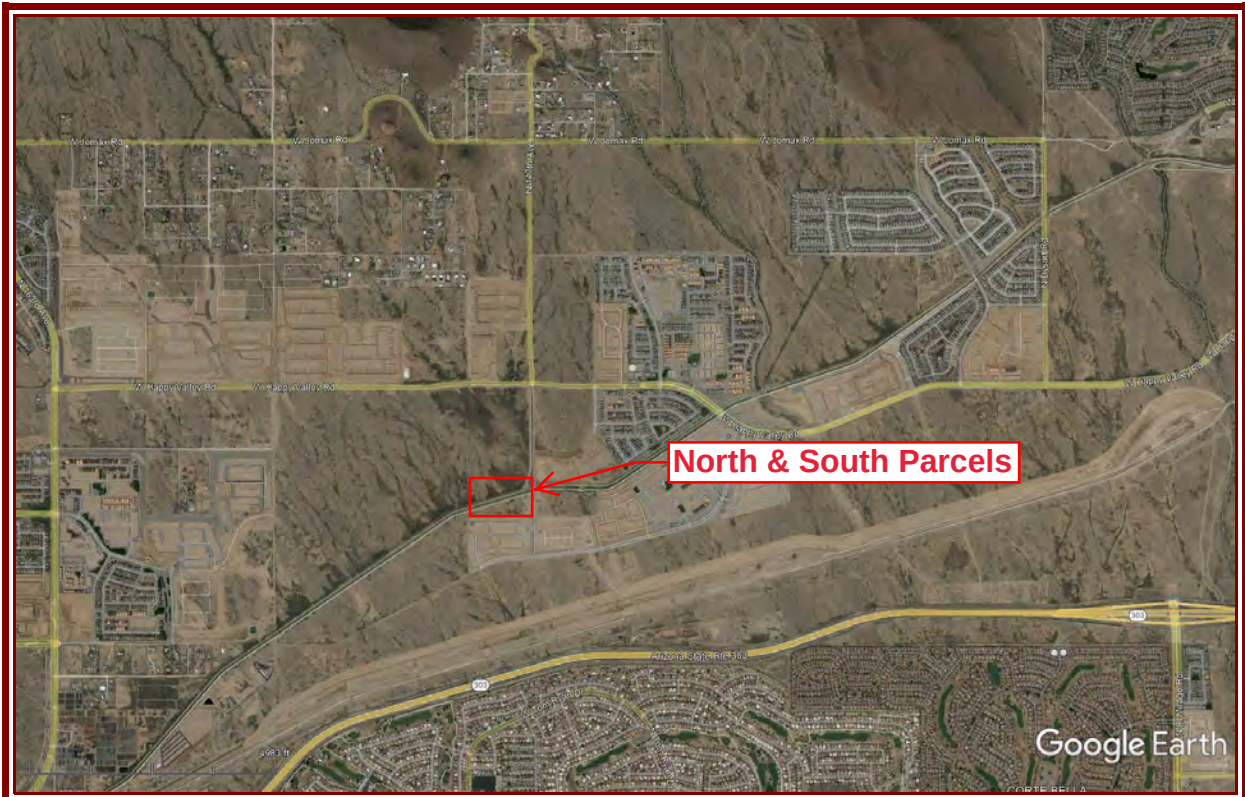
¹ *The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, 2020-2022 Edition, p.3*

² *The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, 2020-2022 Edition, p.3*

MARICOPA COUNTY ASSESSOR AERIAL - NORTH & SOUTH PARCELS



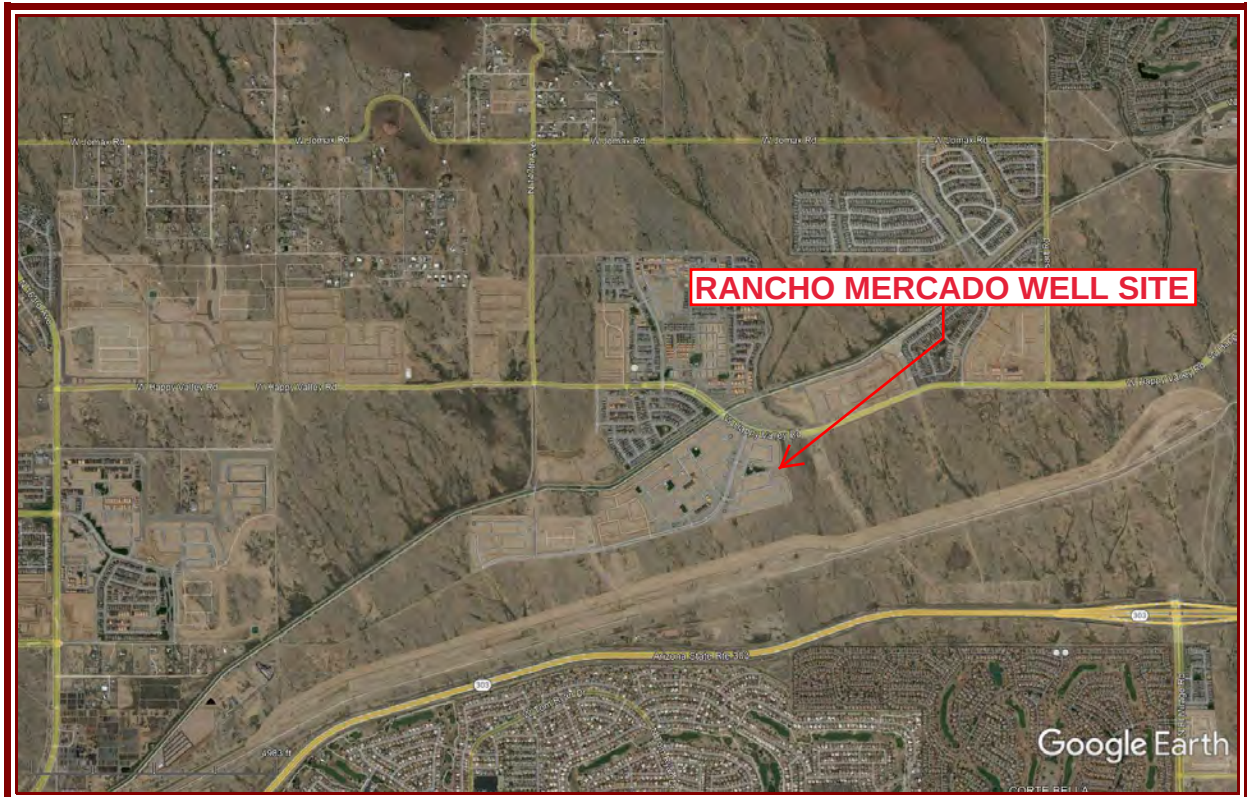
GOOGLE EARTH AERIAL - ZOOMED OUT VIEW



MARICOPA COUNTY ASSESSOR AERIAL



GOOGLE EARTH AERIAL - ZOOMED OUT VIEW



Extraordinary Assumption

“An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis, which if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”³

Fee Simple Estate

Fee simple estate means “absolute ownership unencumbered by any other interest or estate, subject only to the limitations of imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”⁴

Fair Market Value

Fair market value (FMV) is the price that property would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts.⁵

Hypothetical Condition

“A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”⁶

CLIENT/INTENDED USER/INTENDED USE

The client for this appraisal is the Paloma Creek Water Coordinator, LLC, while the intended users including the client, the City of Surprise and the Internal Revenue Service. The intended use is to establish fair market value for a Noncash Charitable Contribution associated with the dedications of the two vacant land parcels and well site.

³ *The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, 2020-2022 Edition, p.4*

⁴ *Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., p. 73*

⁵ *Internal Revenue Service*

⁶ *The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, 2020-2022 Edition, p.4*

DATE OF INSPECTION/EFFECTIVE DATE OF VALUE

The appraised properties were inspected on September 13, 2022, which represents the effective date of the fair market value.

ASSIGNMENT CONDITIONS

The analyses, opinions, and conclusions were developed, and this report has been prepared in conformance with, my interpretation of the guidelines and recommendations set forth in the 2020-2022 edition of the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to IRS Real Property Valuation Guidelines.

DATA CONSIDERED

Various data sources were utilized such as, U.S. Department of Commerce and Bureau of Census, Arizona Department of Economic Security, ABC Demographics, Realty Rates, Arizona State University Center for Real Estate Theory, Phoenix Blue Chip Forecast, Co-Star Realty Group, Vizzda, Apartment Insights, Annual and Quarterly studies from several major brokerages (e.g., Cushman Wakefield, Newmark Knight Frank, CBRE Commercial, Colliers International, Marcus & Millichap, Berkadia), Arizona Multiple Listing Service, Metropolitan Phoenix Housing Study, Zonda, Federal Emergency Management Agency (FEMA), and government offices of the State of Arizona, Maricopa County and local municipalities. These sources provided pertinent information pertaining to demographic, economic, governmental, and environmental characteristics of the region and the neighborhood in which the subject is located. Additionally, these sources provided relevant information regarding historical and projected supply, demand, and absorption trends affecting the metropolitan Phoenix real estate market and the subject's submarket. All market data were confirmed and information relating to the real estate market was gathered via examination of public records, as well as interviews with market participants, such as buyers, sellers, real estate agents and developers.

The description of the subject property is based on inspection of the property, a review of public records, and discussions/correspondence with a representative for subject ownership (John Wittrock). Within the inspection, attempts were made to become familiar with the general neighborhood, and any future planned uses or developments which could have an impact on the subject property and the immediate area.

VALUATION ANALYSIS

Given the subject North and South parcels involve vacant land, valuation was based on application of the Sales Comparison Approach. The subject Rancho Mercado Well Site is a special use property, which is a type of property that is rarely sold or leased. Consequently, valuation of the subject well site is based only on the application of the Cost Approach.

HISTORY OF THE SUBJECT PROPERTY

Standards Rule 1-5 of the Uniform Standards of Professional Appraisal Practice (USPAP) states: "In developing a real estate appraisal, when the value opinion to be developed is market value, an appraiser must, if such information is available to the appraiser in the normal course of business:

- (a) *analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal; and*
- (b) *analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal."*

The subject North and South parcels, as part of larger total acreage of 25.722 acres, were acquired by the Paloma Creek Water Coordinator, LLC from Arlene G. Kamarata (Kamarata Family Trust) in December 2020, at a price of \$100,000 (Document No. 20/1248156). The purchase price is not deemed reflective of market value, as the buyer and seller have shared financial interests in entitling and selling land, which is adjacent north of the North Parcel (Kamarata Ranch).

The Rancho Mercado Well Site was acquired by Paloma Creek Water Coordinator, LLC from William Lyon Homes, Inc. in December 2020 at a price of \$847,952, which is reflective of the seller drilling a test well on the site, and being obligated to extend power to the well location, and complete horizontal site infrastructure for the subdivision in which the well site is located. Subsequent to acquisition of the well site, the test well was bored out for use as a potable water well, with 17-inch casing installed and capped. Additionally, the Rancho Mercado Well Site has been enclosed with a concrete block perimeter wall, with two sliding metal gates (one allowing for vehicular access), and a metal pedestrian gate. According to the Arizona Department of Water Resources, the well is registered under number 55-217549 and has been drilled to a depth of 1,150 feet, with 17-inch casing to a depth of 1,118 feet, and capped.

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

1. Title to the property is assumed to be good and merchantable.
2. The legal description utilized in this report is assumed to be correct.
3. No responsibility is assumed for legal matters affecting the properties, such as title defects, liens, overlapping boundaries, etc.
4. Responsible ownership and competent management exists for the property.
5. Full compliance with all applicable federal, state, and local environmental regulations and laws, and with all applicable zoning and use regulations, is assumed unless non-compliance or non-conformity is stated, defined, and considered in the appraisal report.
6. No liability is assumed on account of inaccuracy or errors in any information furnished by others contacted at the site or elsewhere and which were used in making this appraisal.
7. I have not made a survey of the property analyzed for purposes of this appraisal.
8. There are no hidden or unapparent conditions of the property, subsoil, hydrology, chemical contamination or structures, which would render it more or less valuable. Hidden defects within materials of the structure, or in areas inaccessible at the time of inspection, are not the responsibility of the appraiser.
9. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser, however, is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser suggesting the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. The presence, if any, of potentially hazardous materials may affect the value of the property. The opinion of value is predicated on the assumption there is no such material on or in the property which would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process. Should the client have concerns over the existence of hazardous waste substances on the property, I consider it imperative to retain the services of a qualified, independent engineer or contractor to determine the existence and extent of any hazardous materials, as well as the cost associated with any required or desirable treatment/removal thereof.

10. The writer of the report will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made.
11. The Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment.
12. The opinion of value contained herein applies as of the date of this appraisal only.

EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

- ◆ None

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The analyses, opinions, and conclusions were developed, and this report has been prepared in conformance with, my interpretation of the guidelines and recommendations set forth in the 2020-2022 edition of the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to IRS Real Property Valuation Guidelines.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, I have currently completed the requirements under the continuing education program for Designated Members of the Appraisal Institute.
10. I have made a personal inspection of the subject property.
11. No one provided professional assistance to the person signing this report.

12. I have the appropriate knowledge, education and experience to complete this appraisal assignment in a competent manner and have appraised properties of similar type. The reader is referred to the appraiser's Qualifications in the Addenda.
13. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Karl Baltutat

Karl Baltutat, MAI
State of Arizona Certified
General Real Estate Appraiser #30044

INTRODUCTION

MARICOPA COUNTY

The subject is located in Maricopa County, and is within metropolitan Phoenix, which is a combination of Maricopa and Pinal counties. Since real estate is fixed in location, it is important to analyze all forces affecting its value and marketability including social, economic, governmental, and environmental. Potential demand for real estate is a product of the growth and stability of its environs. For this basic reason, a synopsis of Maricopa County is considered an important part of this analysis. On the following page is a map of metropolitan Phoenix.

The following table shows the estimated population from 1990 through 2021 for Maricopa County, along with a projected population for 2026. Positive population projections are signs of economic vitality, however, population growth over the past 15 years has slowed to well below the annual averages experienced in the preceding 15 year time period (1990 and 2005), of near 3.4%.

Population

Year	Maricopa County	Annual % Change
1990	2,132,273	-
1995	2,498,964	3.2%
2000	3,092,927	4.4%
2005	3,577,074	3.0%
2010	3,824,058	1.3%
2015	4,076,438	1.3%
2016	4,155,302	1.9%
2017	4,221,684	1.6%
2018	4,294,460	1.7%
2019	4,367,835	1.7%
2020	4,439,220	1.6%
2021	4,507,419	1.5%
Projection 2026	4,846,776	1.5%

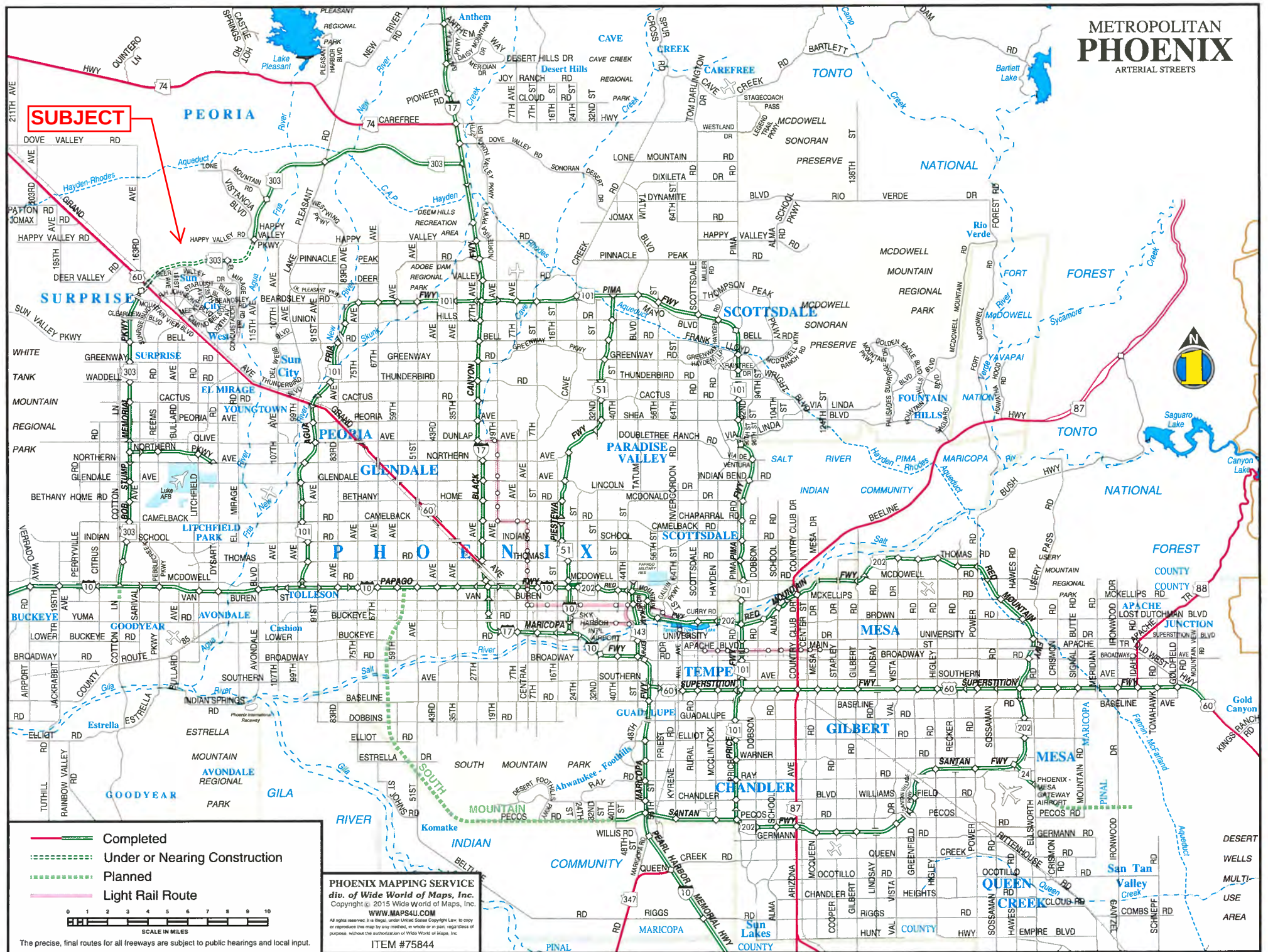
SOURCE: Arizona Commerce Authority

INCOME

Median household income for Maricopa County is shown in the next chart. Since 2015, the median household income increased to \$80,703 in 2021, or by 3.1% per annum. ABC Demographics is projecting an increase in household income to \$90,706 by 2026, which is reflective of a compounded annual increase of 2.4% over the next five years.

METROPOLITAN PHOENIX

ARTERIAL STREETS



Median Household Income

Year	Maricopa County	Annual % Change
1990	\$32,772	N/A
2000	\$46,166	3.5%
2005	\$54,641	3.4%
2010	\$56,341	0.6%
2015	\$67,336	3.6%
2020	\$75,442	2.3%
2021	\$80,703	7.0%
<i>Projection 2026</i>	<i>\$90,703</i>	<i>2.4%</i>

SOURCE: ABC Demographics Consultants, Inc.

RETAIL SALES

In 1990, retail sales for Greater Phoenix area totaled \$13,268 million and increased to \$26,468 million in 2000, indicating a compounded increase of 7.1% per annum over the decade. From 2000 through 2010, retail sales exhibited a much lower average annual increase of 1.2%, which was due to the recession at the end of the decade. From 2010 to 2015, retail sales increased by 7.8% per annum, with annual increases between 2015 and 2020 fluctuating between 3.1% and 7.0%, with a significant increase of near 20% in 2021. The Phoenix Blue Chip Economic Forecast (Second Quarter 2022) projects an increase of 7.4% and 5.7% in 2022 and 2023, respectively.

Total Retail Sales

Year	Greater Phoenix (In Millions)	Percent Change
1990	\$13,268	N/A
2000	\$26,468	7.1%
2010	\$29,864	1.2%
2015	\$43,482	7.8%
2016	\$45,090	3.1%
2017	\$47,040	4.3%
2018	\$50,327	7.0%
2019	\$53,259	5.8%
2020	\$56,923	6.9%
2021	\$68,437	20.2%
<i>2022 Projection</i>		<i>7.4%</i>
<i>2023 Projection</i>		<i>5.7%</i>

SOURCE: Phoenix Blue Chip Economic Forecast

EMPLOYMENT

The economic base of the Phoenix-Mesa MSA (Maricopa and Pinal counties) is reasonably diversified and is normally able to absorb changes in the economy due to its blend of manufacturing, trade, service and government industries. The following table lists non-agricultural employment in the Phoenix-Mesa MSA over the past four years. The figures shown are annual averages; *as of July 2022, the seasonally adjusted employment totaled 2,548,289*. The Phoenix Blue Chip Economic Forecast (Second Quarter 2022) is projecting an increase in employment of 4.0% in 2022 and 3.6% in 2023.

Non-Agricultural Employment - Phoenix-Mesa MSA

Industry	2018	2019	% Change	2020	% Change	2021	% Change
Mining/Construction	124,400	136,400	9.6%	138,500	1.5%	137,900	-0.4%
Manufacturing	127,900	134,600	5.2%	131,000	-2.7%	136,100	3.9%
TTU ⁷	403,700	414,100	2.6%	416,100	0.5%	440,200	5.8%
Information	38,700	38,500	-0.5%	38,500	0.0%	36,800	-4.4%
Financial ⁸	192,600	194,200	0.8%	204,200	5.1%	206,000	0.9%
Services ⁹	977,300	1,008,400	3.2%	963,400	-4.5%	1,008,400	4.7%
Government	239,000	239,400	0.2%	243,100	1.5%	239,100	-1.6%
Total	2,107,300	2,169,100	2.9%	2,134,900	-1.6%	2,204,300	3.3%

SOURCE: Arizona Commerce Authority

UNEMPLOYMENT

Historical unemployment figures for the Phoenix-Mesa MSA are summarized in the following chart. As shown, the Phoenix-Mesa MSA area has traditionally followed national trends in unemployment in terms of direction, but not with the same severity. Notably, due to the adverse impact of the Covid-19 pandemic, unemployment in the Phoenix-Mesa MSA increased from 3.8% in February 2020 to a high of 12.5% in April 2020.

⁷ Trade, Transportation and Utilities

⁸ Finance, Insurance and Real Estate

⁹ Professional, Education, Health, Hospitality and Other Services

Unemployment Rates

Year	Phoenix-Mesa MSA	Arizona	United States
1995	3.1%	5.1%	5.6%
2000	2.7%	3.9%	4.0%
2005	4.1%	4.7%	5.1%
2010	8.8%	9.6%	9.6%
2015	5.2%	6.1%	5.3%
2016	4.7%	5.2%	4.9%
2017	4.2%	4.9%	4.4%
2018	4.1%	4.8%	3.9%
2019	4.3%	4.9%	3.8%
2020	7.4%	7.8%	8.1%
<i>August 2022</i>	<i>3.4%</i>	<i>3.5%</i>	<i>3.7%</i>

SOURCE: Arizona Commerce Authority

REAL ESTATE

Residential

The steady growth in population and employment, combined with relatively low interest rates since the mid 1990s has resulted in considerable residential development, particularly in the single-family market segment from mid 1990 through mid 2000s. Shown in the following table are historical building permits issued in Maricopa County, by residential market segment, from 2005 through 2011. The information was obtained from Phoenix Metropolitan Housing Study, prepared by the Arizona Real Estate Center, College of Business, Arizona State University. Due to this publication being discontinued at the end of 2011, information pertaining to residential building permits has been obtained from the U.S. Census Bureau, however, the U.S. Census Bureau does not segregate residential building permits into the same three categories, as employed in the Phoenix Metropolitan Housing Study. Therefore, the following chart has been augmented with data, after 2011, from the U.S. Census Bureau with the single-family category incorporating building permits associated with townhome/condo units in two to four plex buildings, while the multi-family category incorporates townhome/condo units in five+ unit buildings.

Metropolitan Phoenix - Historical Building Permits

Year	Single-Family	% Change♦	TH/Condo	% Change♦	Multi-Family	% Change♦	Total	% Change♦
2005	61,447	3.0%	4,526	+74.3%	3,250	-35.0%	69,223	3.0%
2006	38,764	-36.9%	6,187	+36.7%	3,922	+20.7%	48,873	-29.4%
2007	30,029	-22.5%	7,202	+16.4%	6,996	+78.4%	44,227	-9.5%
2008	14,375	-52.1%	1,085	-84.9%	6,365	-9.0%	21,825	-50.7%
2009	8,487	-41.0%	561	-48.3%	637	-90.0%	9,685	-55.6%
2010	7,112	-16.2%	353	-37.1%	408	-36.0%	7,873	-18.7%
2011	7,142	0.4%	501	41.9%	1,961	>100%	9,604	22.0%
2012	11,596†	N/A	N/A		3,665‡	N/A	15,261	58.9%
2013	12,837†	10.7%	N/A		4,206‡	14.8%	17,043	11.7%
2014	11,836†	-7.8%	N/A		8,439‡	100.6%	20,275	19.0%
2015	17,263†	45.9%	N/A		5,683‡	-32.7%	22,946	13.2%
2016	19,098†	10.6%	N/A		9,444‡	66.2%	28,542	24.4%
2017	21,055†	10.3%	N/A		8,598‡	-9.0%	29,653	3.9%
2018	24,211†	15.0%	N/A		7,132‡	-17.1%	31,343	5.7%
2019	25,767†	6.4%	N/A		9,633‡	35.1%	35,400	12.9%
2020	32,589†	26.5%	N/A		14,029‡	45.6%	46,618	31.7%
2021	37,782†	15.9%	N/A		15,870‡	13.1%	53,652	15.1%
7-2022	21,009†	N/A	N/A		9,658‡	N/A	30,667	N/A

♦ Includes Maricopa and Pinal counties

◆ Percent change from previous year

† Includes single-family detached and attached units in two to four-plex buildings (SF and some TH/Condo)

‡ Includes attached units in five+ unit buildings (multi-family and some TH/Condo)

Single-family residential permits increased significantly in the early to mid 2000s, establishing the current record at 61,447 permits in 2005. The dramatic increase in permitting activity, home sales and increases in home prices during the mid 2000s was due mostly to a combination of low interest rates, creative financing (e.g., adjustable rate, zero down, and interest only mortgages), and an influx of investor purchasers. Annual single-family permitting subsequently steadily declined to only 7,112 in 2010, which was due to a combination of an increase in the popularity of townhome/condominiums, declining levels of affordability, as well as atypically high inventory of resale listings and speculative new homes (exacerbated by high new home buyer cancellation rates), increasing foreclosures, declining economic conditions, slower population growth, and more stringent lending requirements. After five straight years of declines, the annual number of permits increased slightly in 2011, by 0.4% over 2010, to a total of 7,142.

The issuance of building permits in the townhouse/condominium segment fluctuated from the mid 1990s to the early 2000s, but steadily increased to a high of 7,202 permits in 2007, primarily due to better affordability in comparison to escalating new single-family home prices in the mid 2000s, and a somewhat increased interest in in-fill/urban development. Due mostly to declining economic conditions and population growth, townhome/condominium permitting activity declined significantly in 2008, followed by further declines in 2009 and 2010, before increasing slightly to a total of 501 permits in 2011.

After 2011, statistics specific to just single-family permitting or townhome/condo permitting in metropolitan Phoenix were no longer published, but are lumped together in permitting statistics published by the U.S. Census Bureau. According to the U.S. Census Bureau, there was a total of 11,596 permits for one to four-unit dwellings (single-family and most townhome/condo units) issued in 2012 in metropolitan Phoenix (Maricopa and Pinal counties), followed by 12,837 permits in 2013 (11% increase), 11,836 permits in 2014 (8% decrease), 17,263 permits in 2015 (46% increase), 19,098 permits in 2016 (11% increase), 21,055 permits in 2017 (10% increase), 24,211 permits in 2018 (15% increase), 25,767 in 2019 (6.4% increase), 32,589 in 2020 (27% increase) and 37,782 permits in 2021 (16% increase); *the year-to-date (July) total number of permits is 21,009, suggesting an annualized total of near 36,000 permits, which would represent a decrease of approximately 5% from the 2021 total.* According to the September 2022 Zonda Phoenix CBSA Market Report, annual single-family permit totals are forecast at 32,553, 36,733 and 41,300 for 2022, 2023 and 2024, respectively.

The majority of new multi-family construction activity in recent years has occurred within the upper-end apartment segment. Due to historically low interest rates, strength in the single-family residential market and increasing demand for townhome/condominiums during the early to mid 2000s, the apartment market struggled to maintain stabilized occupancy levels, with modest growth in rental rates and the prevalence of concessions. These conditions resulted in a steady decline in the number of multi-family building permits being issued from 2000 through 2005. Positive factors for the multi-family market during the peak of the prior residential cycle included the dramatic appreciation which had occurred in the single-family and townhome/condominium markets, which reduced renters ability to become home owners, as well as the conversion of numerous apartment projects into condominiums for sale, which reduced apartment inventories. These factors had led to significant increases in rental and occupancy rates, as well as increases in new construction activity in 2006, 2007 and 2008, however, only 637 permits were issued in 2009, representing a dramatic decline of 90% from the 2008 total, which was followed by another decline to only 408 permits in 2010. The high level of foreclosures in the late 2000s/early 2010s, along with much more stringent lending requirements had a very positive impact on the multi-family market, with former homeowners reverting to renter status. Another factor positively impacting demand for apartment units is the relatively low resale housing supply in the lower-end price range (e.g., first time buyer category), as many of this homes were acquired from lenders by investors during the recent recovery from the housing crisis, with investors continuing to hold on to these properties for rental purposes. While these properties compete with apartments, the lack of resale supply limits

renters option to buy a house. As a result, occupancy rates have been increasing along with rental rates, with developers planning and constructing new apartment projects in most submarkets over the past decade, as evidenced by 1,961, 3665, 4,206, 8,439, 5,683, 9,444, 8,598, 7,132, 9,633, 14,029 and 15,870 permits in 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021, respectively; *the year-to-date (July) total number of permits is 9,658, suggesting an annualized total of near 16,550 permits, which would represent an increase of just over 4% from the 2021 total.* Notably, some of these permitting totals include condo units, not included in the one to four dwelling unit category. According to the July 2022 Zonda Phoenix CBSA Market Report, annual multi-family permit totals are forecast at 17,660, 20,508 and 21,389 for 2022, 2023 and 2024, respectively.

Office/Industrial/Retail

Summarized in the following table are Second Quarter 2022 statistics for the metropolitan Phoenix office, industrial, and retail markets, as provided by Co-Star Realty Group.

Category	# Buildings	Inventory (Sq. Ft.)	Available (Sq. Ft.)	% Vacant	Average Rent/SF	U.C. (Sq. Ft.)	Past 12 Mo. Absorption
Office	9,046	194,333,628	23,878,344	12.3%	\$29.11	2,206,167	559,041
Industrial	11,290	398,062,481	15,308,450	3.8%	\$ 9.39	38,679,012	24,476,135
Retail	16,019	236,920,321	14,047,673	5.9%	\$16.59	1,588,272	4,296,267

Office:

According to Co-Star Realty, there is near 1.0 million square feet of office space in the neighborhood, of which, near 4.9% was vacant as of the end of Second Quarter 2022, with no new office space being under construction. Over the past five years, only 130,000 square feet of office space have been constructed in the neighborhood, with nearly all of this space being situated within a 127,000 square foot health care facility (Maricopa Integrated Health System). Since 2017, the office vacancy rate has been below 10%, with a vacancy rate of 4.9% as of Second Quarter. Over this same time period, average rental rates have increased from just over \$20 per square foot per year, to near \$25.50 per square foot as of Second Quarter 2022. With the exception of 2018, annual absorption has been positive over the past five years, with a total of near 130,000 square feet, which is mostly reflective of construction of the owner-occupied Maricopa Integrated Health Systems facility. On the following pages are Aggregate Historical Absorption and Vacancy reports for office space in the neighborhood, for the past five years, from information published by Co-Star Realty. Over the next five years, Co-Star Realty is forecasting office vacancy to gradually increase to just over 6% along with a steady increase in rental rates by near \$6.00 per square foot per annum.

Industrial:

The inventory of industrial space has increased by near 128 million square feet since beginning of 2006, with construction initially exceeding overall absorption, resulting in an increase in vacancy from 6.7% at the beginning of 2006, to over 15% as of 2010. The vacancy rate has gradually been decreasing since 2009 to 3.8% as of Second Quarter 2022. Similar to the office submarket, the increase in the industrial vacancy rate occurred primarily in 2008 and 2009, when negative absorption of near 6.5 million square feet occurred. Over the past decade there has been significant positive absorption of near 110 million square feet of industrial space, or near 11 million per year. However, absorption has been much more pronounced over the past two years, with absorption of over 45 million square feet, or just over 23 million per year. In complete contrast to the office segment, the industrial sector has flourished during the pandemic, with over 45 million square feet of new space constructed since the beginning of 2020. Industrial rental rates had been gradually increasing to near \$8 per square foot as of 2007, but rental rates subsequently declined to less than \$6 per square foot in 2011 as a result of the great recession, before gradually increasing to \$9.39 per square foot as of Second Quarter 2022. Due to extremely strong demand, a considerable amount of new industrial space (near 39 million square feet) was under construction as of Second Quarter 2022, which is equivalent to near 10% of the entire metropolitan Phoenix inventory of industrial space. Co-Star Realty is forecasting vacancy to increase to over 9% over the next five years, while market rent is projected to gradually increase by near \$1.75 per square foot over the same time period.

Retail:

According to Co-Star Realty, there is near 4,075,000 square feet of retail space in the neighborhood, of which, just below 8% was vacant as of Second Quarter 2022, with near 12,000 square feet of new retail space being under construction. Over the past five years, there has been no new retail space constructed in the neighborhood, with approximately 105,000 square feet being removed from retail supply in 2021, due to demolition. Over this same time period, the retail vacancy rate has fluctuated, but has overall declined from over 15% at the end of 2017, while rental rates have also been fluctuating between near \$10 per square foot per annum, to near \$16.00 per square foot, with an average of near \$13 per square foot as of Second Quarter 2022. On the third and fourth following pages are Aggregate Historical Absorption and Vacancy reports for retail space in the neighborhood, for the past five years, from information published by Co-Star Realty. Over the next five years, Co-Star Realty is forecasting retail vacancy to gradually increase to 9.5% along with a steady increase in rental rates by near \$2.00 per square foot per annum.

CULTURAL/RECREATION

Metropolitan Phoenix is home to several professional sports teams and sports facilities such as: the Phoenix Suns (men's basketball); the Arizona Cardinals (football); the

Phoenix Coyotes (hockey); the Arizona Diamondbacks (baseball); the Arizona Rattlers (arena football); the Phoenix Mercury (women's basketball); Phoenix International Raceway (NASCAR and Indy races); Turf Paradise (horse racing); and Phoenix Greyhound Park. In addition, the Phoenix region offers ample cultural opportunities including numerous museums and theaters, symphony/pop concerts, ballet, opera, the Phoenix Zoo and Desert Botanical Gardens, restaurants, etc.

Due to the warm climate, the area is heavily oriented toward outdoor activities, such as golf, tennis, jogging, bicycling, hiking, swimming, softball, volleyball, and basketball. The region has an excellent park system, which is ranked as one of the largest in the nation. Located within one to two hour drive times from this region are several lakes and streams for boating and fishing, and mountainous areas for hiking, camping and snow skiing.

EDUCATION/HEALTH

Metropolitan Phoenix is well served by numerous educational facilities from elementary through doctoral degree programs. The Phoenix region is served by two, four-year universities including Arizona State University (ASU), which has four campus locations, and Grand Canyon University. ASU had a Fall 2017 total enrollment at its four campuses of more than 100,000, making it the largest in the United States. The ASU Main Campus is located in the city of Tempe, with three smaller ASU campuses including: ASU West Campus in the northwest valley; the Polytechnic Campus in the southeast valley; and the ASU Downtown Phoenix campus. Grand Canyon University is located in west Phoenix. In addition, there are 10 Maricopa Community Colleges serving the metropolitan area. Additional educational alternatives are provided by numerous technical trade schools. There are adequate medical facilities represented by numerous regional hospitals, the Mayo Clinic, several 24-hour outpatient medical centers, and a myriad of private practices throughout the entire region.

PHYSICAL/ENVIRONMENTAL FACTORS

The Phoenix area is characterized by a dry arid climate with a wide range between minimum and maximum temperatures. June, July and August are the hottest months, with average maximum temperatures ranging from 102°F to 104°F, while December, January and February are the coldest months, with average minimum temperatures ranging from 41°F to 43°F. The average annual daily high temperature is 72°F, with near 300 days of sunshine per year. Annual precipitation averages 7.5 inches. Topography of the general area ranges from near level in the valley floor to steeply sloping in the scattered, surrounding mountains, with a general elevation of 1,100 feet above sea level in the lowest elevations and over 4,008 feet above sea level in the highest elevations. Climatic conditions have been an important factor in attracting many permanent residents, as well as temporary visitors to the area.

Much of the region had previously been utilized as agricultural land, which quickly gave way to new development along the fringes of the metropolitan area in the late 1990s to mid 2000s, however, absorption of agricultural land has slowed significantly over the past few years, due to the depressed housing market. Due to the level topography and soil conditions, development is relatively uncomplicated, without significant site preparation costs. For these reasons, infrastructure development has been relatively systematic with most major arterial roadways running north/south, or east/west in a grid system. The availability of water resources is important to continued population and economic growth of the area. Water to Phoenix is provided from various sources including numerous underground wells, the Salt River Project, and the Central Arizona Project, which is comprised of several hundred miles of canals diverting water from the Colorado River. The present water supply is adequate to serve the needs of the region; *however, the region has been enduring an extended drought since the mid 1990s.* As a result, storage reservoirs have been well below capacity during this extended time period, which prompted many government planners to examine the future capacity of the water supply. Additionally, issues of water conservation are generating increased publicity and water usage regulations may be a reality in the near future.

TRANSPORTATION

Due to the location of metropolitan Phoenix, it has become a regional transportation hub for the Southwest. As a result, it is served by several major transportation linkages including highway, air, and rail. Interstate Highways 10 and 17, U.S. Highway 60, along with State Highways 85, 87 and 88, connect the metropolitan Phoenix area with other cities in Arizona, as well as several major metropolitan areas in the west and mid-western United States.

Due to the significant growth of the area, traffic congestion became a major problem. As a result, in 1985, voters approved a one-half cent sales tax increase to fund the Maricopa Association of Governments (MAG) Urban Controlled Access System commonly known as the "MAG Freeway Plan." The plan called for the construction of approximately 233 miles of freeways, which was to be completed by 2005; however, due to cost overruns and declining sales revenues from economic slowdowns, construction of several proposed freeways was delayed due to a funding shortfall. The funding shortfall for the freeways yet to be constructed was alleviated with the passage of Proposition 400 in November 2004. Due to the lack of a complete freeway system, much of the everyday traffic has been carried by major, section-line arterial roadways, which have reached or are approaching maximum capacity. The gradual completion of the planned freeways, such as the Loop 101 Freeway, State Route 51, the Loop 202 Freeway, the Loop 303 Freeway, and State Route 24 is slowly alleviating traffic congestion in several areas of the metropolitan area. However, surface street transportation is likely to remain a problem, particularly if future population growth takes place at it's historically healthy pace.

Public transportation in the metropolitan Phoenix area has historically been limited to municipal bus transit systems. Mass transit service is generally poor due to the decentralization of retail and employment centers, rapid population growth and the sprawling nature of the metropolitan area. The metropolitan Phoenix area is well served by other forms of transportation including bus lines, various interstate truck lines, three railroads (Santa Fe, Southern Pacific, and Amtrak), and nine airports, including the Sky Harbor International Airport (Arizona's largest). Historical passenger traffic counts at Sky Harbor Airport are summarized in the following table; *the significant decline in 2020 is directly related to the Covid-19 pandemic, with considerable improvement in 2021.*

Year	1970	1980	1990	2000	2005	2010	2015	2019	2020	2021
No. Of Passengers (In Millions)	2.9	6.6	21.7	36.0	41.2	38.6	44.0	46.3	21.9	38.8

Passenger traffic for Sky Harbor has mostly steadily increased over the past five decades. Other airports include Phoenix-Mesa Gateway, Luke Air Force Base, and the municipal facilities of Mesa, Scottsdale, Chandler, Glendale, Goodyear, Deer Valley, and Buckeye. A new form of mass transit has recently been completed, and involves a light rail passenger system. In addition to providing additional funding for freeway construction, Proposition 400 also provided necessary funding for a 27.7 mile extension of the 20-mile light rail system, which began construction in early 2005 and was completed in December 2008. The first 20-mile segment extends from Phoenix Spectrum Mall, south along 19th Avenue to Camelback Road, east to Central Avenue, south to Washington Street in downtown Phoenix, east through the city of Tempe/Arizona State University, east along Apache Trail to Dobson Road in Mesa. The light rail has since been extended further east into Mesa, where the city of Mesa recently (2016) completed a 3.1 mile extension of new track into downtown Mesa, with a further extension scheduled for completion to Gilbert Road by 2019. Additionally, the City of Phoenix recently (2016) completed a 3.2 mile northerly extension of new track along 19th Avenue to Dunlap Avenue. Studies are currently underway regarding other potential extensions of the light rail system.

GOVERNMENT

Real estate tax rates in the metropolitan Phoenix area are reasonable in comparison to other areas and provide incentive for relocation. Liberal zoning requirements have not created any unusual detriments to development. However, some development plans for large, in-fill parcels have met with strong opposition from neighborhood groups. The zoning requirements have promoted the development of compatible land uses, which has contributed to enhancing property values. Adequate utilities, police and fire protection are provided within the region.

SUMMARY AND CONCLUSIONS

The area's favorable location in the Sunbelt, cultural and recreational amenities, and relatively affordable housing, along with its economic advantages and potential, are expected to result in above average population growth in comparison to the nation. Continued diversification of employment is the key to the economy of the Phoenix area, however, the most recent recession suggests that metro Phoenix may be overly dependant upon growth in population and households. While the economy is in a transition from basic manufacturing to a more service-oriented base, Phoenix retains significant amounts of high technology and finance jobs. The availability of developable land, an educated and young work force, improving transportation system, adequate support services, steady population growth, and modern infrastructure are positive factors impacting the real estate market. Overall, relatively strong quality of life factors (e.g., climate, culture, sports, recreation) and moderate levels of employment growth, should continue to attract new population and business to the area over the long term.

NEIGHBORHOOD

The subject North and South parcels are located north and south of the Beardsley Canal, west of the alignment of 147th Avenue, while the subject Rancho Mercado Well Site is located southeast of Happy Valley Road and McMicken Way. The subject properties are located in the City of Surprise, near six miles north of the City of Surprise municipal complex, 12 miles northwest of the city of Peoria municipal complex, and 25 miles northwest of downtown Phoenix. Neighborhood boundaries are generally identified as Deer Valley Road to the south, 99th Avenue/Lake Pleasant Parkway to the east, Dove Valley Road to the north, and 179th Avenue to the west. On the following page is a map illustrating the location of the subject properties within the neighborhood boundaries (outlined in blue).

RESIDENTIAL DEVELOPMENT

The subject neighborhood has historically been characterized by large expanses of vacant natural desert, with small pockets of low-density residential development. However, promoted by population growth and the availability of large land tracts, the northwest valley experienced a tremendous amount of new construction, particularly in the residential sector, with the development of large master planned communities. The availability of large parcels of land permitted developers to establish high quality projects surrounding specific features such as desert hillside areas, lakes and golf courses. Single-family residential subdivisions comprise the majority of land uses within these master planned communities, as well as throughout the neighborhood, with most involving average to above average quality housing, developed since the 1990s. There are also several pockets of higher priced housing located in small, custom home lot developments, including some with horse privileges. Some of the more notable large scale projects in the neighborhood include Tierra del Rio, Camino a Lago/Meadows, Cross River, Corte Bella, Sun City West, Vistancia, Lake Pleasant Heights, Rancho Cabrillo, Rancho Mercado, Escalante, Desert Oasis, Asante, Austin Ranch and North Copper Canyon. There currently are 42 active single-family residential subdivisions within the neighborhood.

RESIDENTIAL SUPPORT FACILITIES/EMPLOYMENT

Shopping

Due to the recent lack of a sufficient residential base, commercial retail activity in the northern/western portion of the neighborhood is near non-existent, with the exception of a grocery store anchored shopping center, a smaller drug store anchored shopping center and a gas station/convenience store in Vistancia. Notably, significant existing and developing strip, neighborhood and community shopping centers are located along Bell Road, Grand Avenue and Lake Pleasant Parkway.

Schools

The Peoria Unified, Dysart Unified and Wickenburg Unified high schools, and the Nadaberg and Dysart elementary schools, serve the subject neighborhood. Higher education in the northwest valley is provided by Glendale Community College, Midwestern University, Arizona State University West Campus, and the Thunderbird School of International Management.

Recreation

Recreation opportunities are provided by the White Tanks Mountains Regional Park, Lake Pleasant Regional Park, and golf courses in developed master planned communities to the southeast of the neighborhood (Sun City West, Sun City Grand, Corte Bella, Arizona Traditions and Vistancia), which are located in the southeastern portion of the neighborhood, or within a few miles of the neighborhood.

Employment

The most significant employment area in the neighborhood involves extensive commercial development at the intersection of Happy Valley Road and Lake Pleasant Parkway, with the nearest major employment centers being located just south and southeast of the neighborhood, within the cities of Surprise and Peoria, including along Bell Road and the Loop 101/Agua Fria. Other employment opportunities are located within freeway corridors along Interstate 10, the Loop 303 and Interstate 17.

Medical

Hospitals located in close proximity to the subject include Del E. Webb Memorial Hospital, Boswell Memorial Hospital, and Arrowhead Community Hospital. Del. E. Webb Memorial, is situated in Sun City West and is located at the northeast corner of Grand Avenue and Meeker Boulevard. The Boswell Memorial hospital is located at the southwest corner of 103rd Avenue and Thunderbird Boulevard, in Sun City. Arrowhead Community Hospital at the northwest corner of 67th Avenue and Union Hills Drive. The North Peoria Emergency Center, is located within the neighborhood, along Lake Pleasant Parkway, just north of Jomax Road.

TRANSPORTATION

Primary east/west access through the neighborhood is provided by the Loop 303 Freeway. Several east/west section line arterial roadways extend intermittently through the neighborhood, including several graded dirt roadways. Notably, the Agua Fria River represents a significant physical barrier restricting east/west travel in the neighborhood, with only Happy Valley Road currently having a bridged crossing, however, construction is currently underway to extend Deer Valley Road across the Agua Fria River. North/south

access is provided by several section line arterial roadways, which extend intermittently through the neighborhood (some are only dirt roads), as well as numerous residential collector roadways. Notably, there are no north/south thoroughfares, which extend through the entire neighborhood. As development continues within the aforementioned master planned communities, access through the neighborhood will improve considerably.

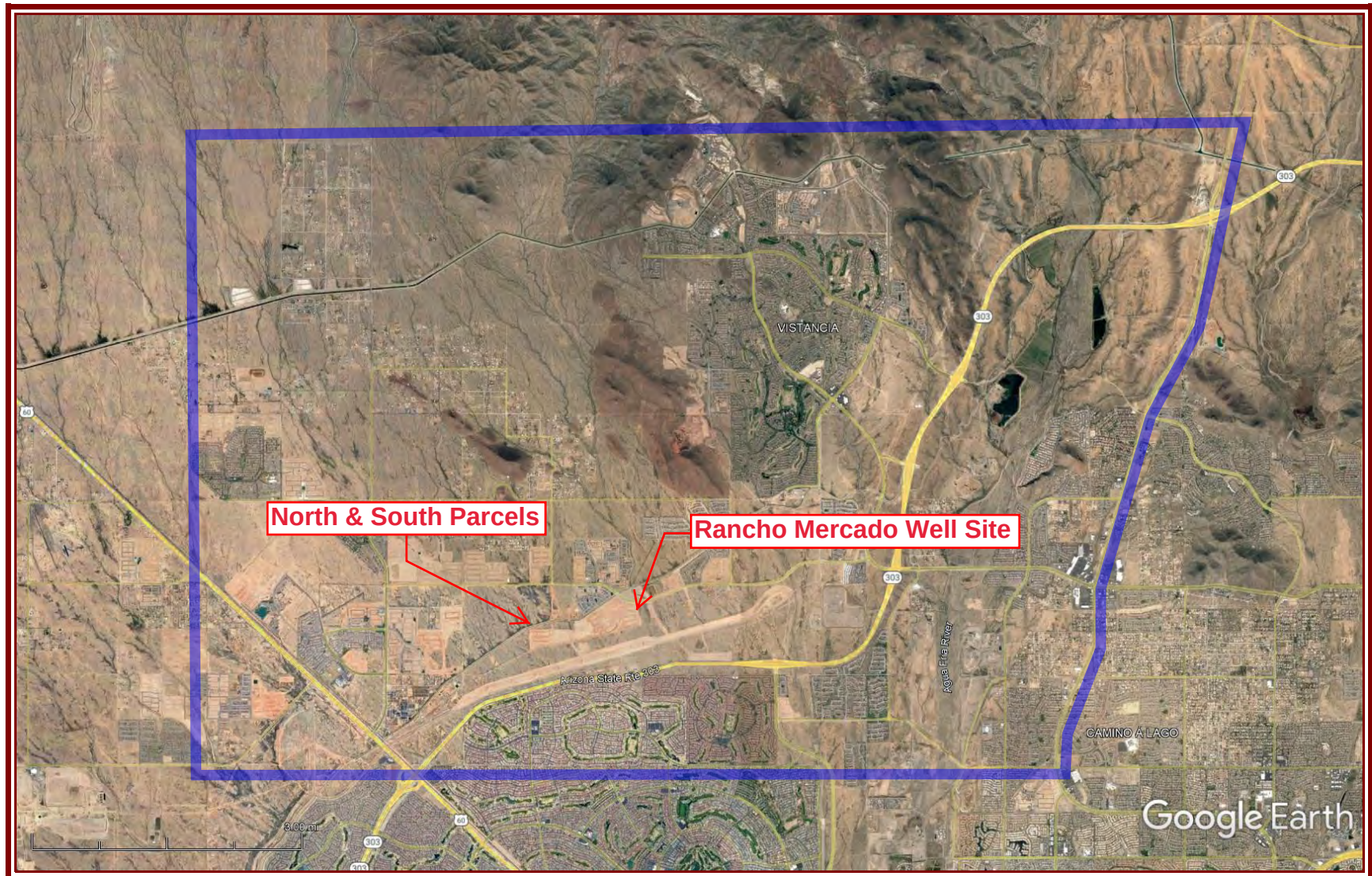
A significant transportation corridor located just west of the neighborhood is the Loop 303 Freeway. The Loop 303 is a 39-mile long freeway extending north from Interstate 10, between the alignment of Cotton Lane and Sarival Road, to Grand Avenue, where it turns easterly and northerly, generally along the northern boundary of Sun City West and the Agua Fria River, to a full interchange with Interstate 17. There a full interchanges in the neighborhood at El Mirage, Happy Valley and Jomax roads, Grand Avenue and Lone Mountain Parkway.

Grand Avenue, also known as U.S. Highway 60, extends in a northwest/southeast direction through the southwestern portion of the neighborhood. To the southeast, Grand Avenue extends to downtown Phoenix.

SUMMARY

In summary, the subject is situated on the periphery of an emerging area dominated by mostly master planned communities and residential planned developments. A positive influence for the neighborhood is the increased accessibility offered by the recent expansion of the freeway/highway system, which enhances the area's access to other metropolitan Phoenix locations. As a result of the increase in the residential population base, significant growth has also occurred in the retail sector, mostly in the eastern portion of the neighborhood. Access to other residential support facilities, such as hospitals and recreational amenities, is considered above average for the eastern portion of the neighborhood, and is somewhat below average in the western (subject) portion of the neighborhood, but is anticipated to improve as many residential support services will be incorporated within the previously discussed master planned communities, either under construction or planned for near term development in the neighborhood. On the next page is an aerial photograph showing the location of the subject within the subject neighborhood (outlined in blue).

NEIGHBORHOOD AERIAL



PROPERTY ANALYSIS

Property Identification

Location: The North and South parcels are located adjacent west of 147th Avenue, and are separated by the Beardsley Canal, in Surprise, Arizona.

The Rancho Mercado Well Site is located along the east side of 139th Avenue, south of the alignment of Villa Lindo Drive, in Surprise, Arizona.

Site Configuration/Frontage: North & South parcels - Irregular configurations
 147th Avenue frontage - 167± feet (North Parcel)
 147th Avenue frontage - 430± feet (South Parcel)
 Depth - 1,275± feet

Rancho Mercado Well Site - Rectangular configuration
 139th Drive frontage - 150± feet
 Depth - 170± feet

Site Area: North Parcel - 10.1387 Acres
 South Parcel - 6.9083 Acres
Total - 17.0470 Acres

Rancho Mercado Well Site - **25,545 square feet**

Topography/Flood Status/ Soil/Environmental/Seismic

Topography: The North and South parcels are mostly level, and at grade with adjacent properties, however, the Beardsley Canal is a few feet above the elevation of both parcels, and as a result, 147th Avenue has been constructed atop a berm, which gradually increases in height to allow for a bridging of the Beardsley Canal.

The Rancho Mercado Well Site is generally level and at grade with adjacent properties and roadway.

Flood Zone: According to Flood Insurance Rate Map number 04013C1210L (effective date of October 16, 2013), prepared by the Federal Emergency Management Agency, the North Parcel is located in Flood Zone A,

which is defined as “Areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown.” Flood insurance is typically required in this flood zone. According to the same FEMA map, the South Parcel is located in Zone X, which is not a special flood hazard area; *flood insurance is not required*. On the following page is a copy of the most recent FEMA Flood Map, with the approximate boundaries of the North and South parcels shown outlined in red. Notably, as shown on the map there have been recent Letters of Map Revision (LOMRs), which have resulted in nearby properties being removed from this same special flood hazard area, which spans a large area generally south of Happy Valley Road, between 147th and 163rd avenues. *As part of the planning for additional future development in the area, it is expected that similar LOMRs will be approved, reducing the adverse impact of the special flood hazard classification.*

According to Flood Insurance Rate Map number 04012C1230L (effective dates of October 16, 2013), prepared by the Federal Emergency Management Agency, the Rancho Mercado Well Site is located in Flood Zone X, which is not a special flood hazard area; *flood insurance is not required*. On the second following page is a copy of the most recent FEMA Flood Map, with the approximate location of the Rancho Mercado Well Site shown via a red pin. *Notably, this map also shows two recently approved LOMRs.*

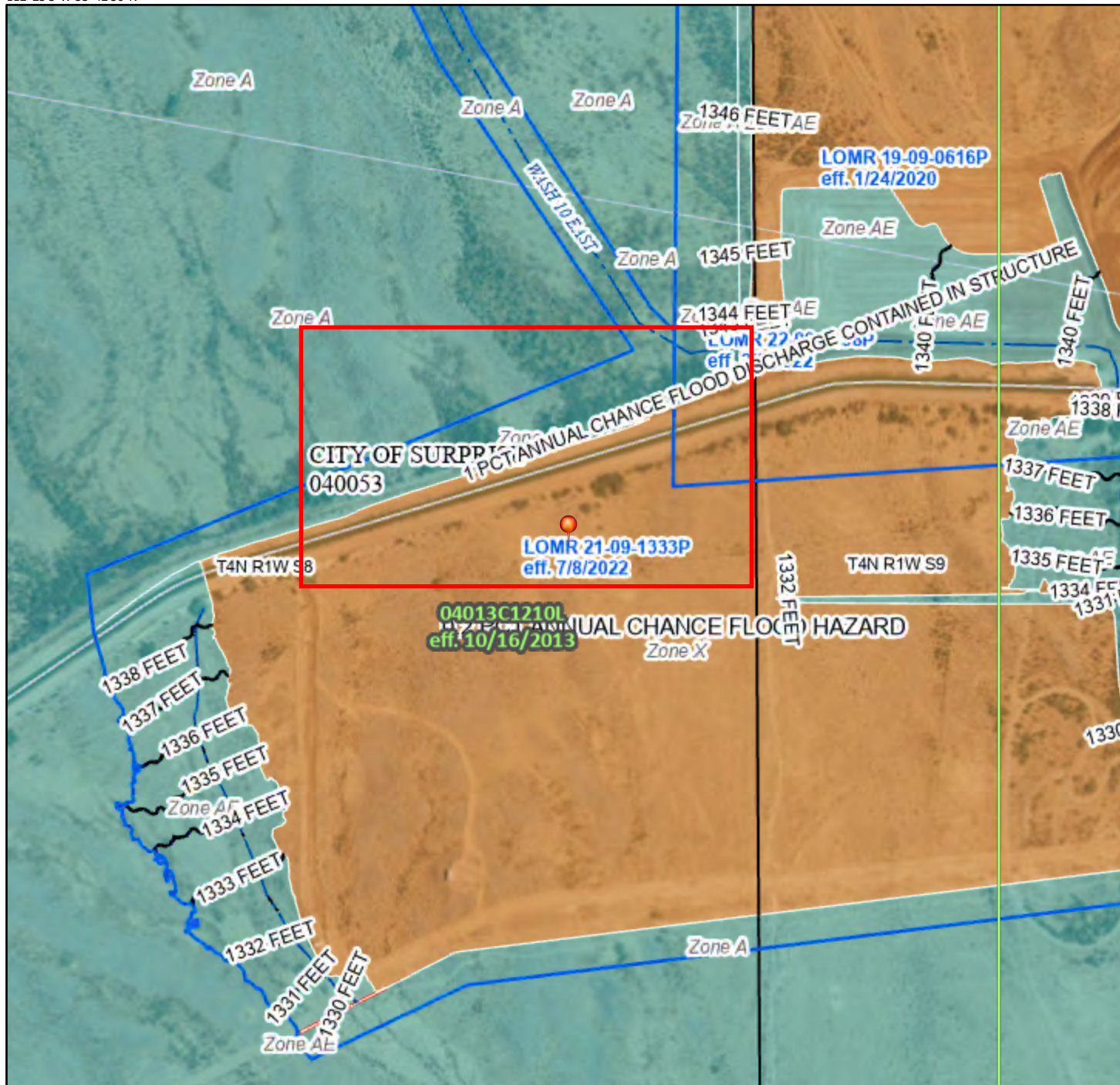
Soil:

The appraiser was not provided with a soil study for the subject properties. During inspection of the subject properties, no indications of adverse soil conditions were observed. Based on single-family residential development on nearby land, there does not appear to be any atypical or adverse soil conditions which would prohibit single-family residential development on the subject property.

National Flood Hazard Layer FIRMette



112°23'3"W 33°42'30"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

112°22'26"W 33°42'N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
OTHER AREAS		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
GENERAL STRUCTURES		Area with Flood Risk due to Levee Zone D
		NO SCREEN Area of Minimal Flood Hazard Zone X
OTHER AREAS		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
OTHER FEATURES		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

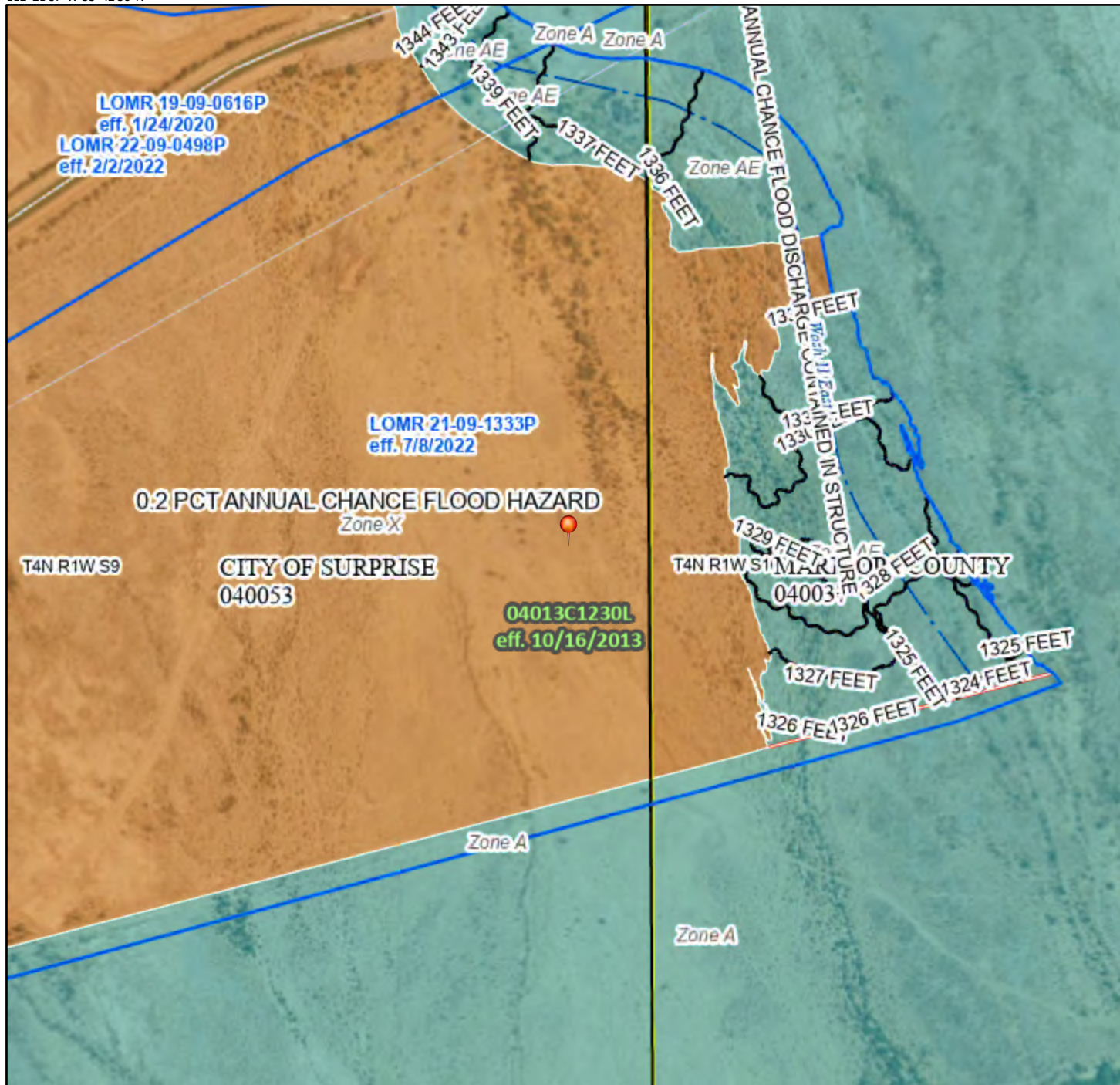
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/19/2022 at 10:03 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

National Flood Hazard Layer FIRMMette



112°21'57"W 33°42'38"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

112°21'20"W 33°42'8"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/19/2022 at 10:07 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Environmental:

The appraiser was not provided with an environmental site assessment. During inspection, no indications of environmental contamination or hazardous waste storage were observed. The opinion of value is predicated on the assumption there is no hazardous waste material or environmental contamination on or in the properties which would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

Seismic:

A seismic risk map of the Phoenix metropolitan area, prepared by the U.S. Geological Survey, indicates the subject properties are located in an area considered to have only moderate seismic vulnerability. Furthermore, there is no active seismic activity within the Phoenix metropolitan area. Therefore, the subject properties are not considered to be adversely impacted with regard to seismic activity.

Utilities And Services**Utilities/Services:**

The following is a list of utility providers in the area of the subject properties.

<i>Electricity:</i>	<i>Arizona Public Service</i>
<i>Water:</i>	<i>City of Surprise</i>
<i>Sewer:</i>	<i>City of Surprise</i>
<i>Telephone, Internet</i>	<i>Century Link &</i>
<i>& Cable TV:</i>	<i>Cox Communications</i>
<i>Natural Gas:</i>	<i>Southwest Gas</i>

Services:

Police and fire protection, and trash collection in the area, is provided by the City of Surprise.

**Easements/Encroachments/
Conditions/Restrictions**

Based on physical inspection and review of public records, the subject properties do not appear to be adversely impacted by any atypical easements, encroachments, restrictions, conditions or covenants.

Ingress And Egress

The North and South parcels have frontage along 147th Avenue, which is a north/south major collector roadway, recently extended south from Happy Valley Road to McMicken Way. The roadway improvements adjacent to the North and South parcels have been constructed in the west half-street, and include two lanes of asphalt and one bike lane, along with concrete curbs, gutters and sidewalks on the east side only. Upon future development of the North and South parcels, additional asphalt pavement for another traffic lane and bike lane will need to be constructed, along with concrete curbs, gutters and sidewalks on the west side.

The Rancho Mercado Well Site has frontage along 139th Drive, a north/south residential collector roadway, which is asphalt paved for two lanes, and improved with concrete curbs, gutters and sidewalks. No other roadway improvements are required.

Surrounding Land Uses

Surrounding land uses for the North and South parcels, include developing tract home single-family residential subdivision, within the Rancho Mercado master planned community, vacant land zoned for medium to high density residential development, and a large expanse of vacant desert under State of Arizona ownership.

Surrounding land uses for the Ranch Mercado Well Site include several developing single-family residential subdivisions, and an natural wash corridor, within the Rancho Mercado master planned community.

Existing Improvements

The North and South parcels are vacant desert parcels, with no on-site improvements. However, the Rancho Mercado Well Site is improved with a recently drilled well, with well casing in place, and a concrete block perimeter wall, with two sliding metal gates (one allowing for vehicular access), and a metal pedestrian gate. According to the Arizona Department of Water Resources, the well is registered under number 55-217549 and has been drilled to a depth of 1,150 feet, with 17-inch casing to a depth of 1,118 feet, and capped.

**Real Estate Taxes/
Assessments**

The subject North parcel has been recently assigned Maricopa County Assessor tax parcel number 503-69-003H, with no Full Cash Value being established as of the preparation of this appraisal. The subject South parcel has been recently assigned Maricopa County Assessor tax parcel number 503-69-003C, with a 2023 Full Cash Value (established January 2022) of \$276, which is exceedingly low due to the agricultural land use classification. The subject Rancho Mercado Well Site has been recently assigned Maricopa County Assessor tax parcel number 503-70-378, with a 2023 Full Cash Value (established January 2022) of \$500, which is the default value assigned to common area tracts in single-family residential subdivisions. Notably, there are no special assessments owed on the subject tax parcels.

Zoning

The North and South parcels are currently zoned RR, Rural Residential, by the City of Surprise. The Rural Residential zoning district provides areas for single-family homes on large lots in a rural setting and acts as an equivalent zoning for properties zoned RU-43 within the County prior to annexation by the City. The Rural Residential zoning district reflect the Rural Development Type and is allowed in the Neighborhood Character area, and the Scenic Lands Development Sub Area in accordance with the General Plan with a maximum net residential density not to exceed one (1) dwelling unit per acre and a maximum of one (1) dwelling unit per lot of record. The RR zoning district is often considered a “holding pattern” zoning district, until a more intensive use is proposed.

According to the Surprise General Plan, the North and South parcels are located in an area designated as Neighborhood Character Area, which represents the various residential neighborhoods within Surprise, and includes the following Development Types: Rural Neighborhoods (0-2 du/ac); Suburban Neighborhoods (2-8 du/ac); and Urban Neighborhoods (8+ du/ac). The nearby existing, developing and planned residential projects in the immediate area are reflective of a combination of Suburban Neighborhoods and Urban Neighborhoods. However, the most recently approved projects, in closest proximity to the North and South

parcels, involve mainly residential uses consistent with the Urban Neighborhoods type, which were rezoned from the RR zoning district, including: Kamarata Ranch (adjacent north) - near 53.8 acres, rezoned to R-3 in 2022 for development of 810 units, revealing a density of 15.1 du/ac; Mandou Ranch (adjacent east) - near 14.4 acres, rezoned to RH-15, Residential High Density in late 2021 for development of up to 115 units, revealing a density of 8.0 du/ac; and Rancho Mercado Parcel A-8 - near 21.8 acres (east of Kamarata Ranch) zoned R-4 with a target of 387 dwelling units per master plan zoning, however, the site was bought in 2022 with the buyer receiving site plan approval for 227 units, revealing a density 10.4 du/ac. As a result, the subject would appear to have greatest potential for development consistent with the Urban Neighborhoods development type. Based on the designated land use per the Surprise General Plan, and recently approved nearby residential developments, a density of between 8.0 to 12.0 units per net acre would appear reasonable for the subject North and South parcels.

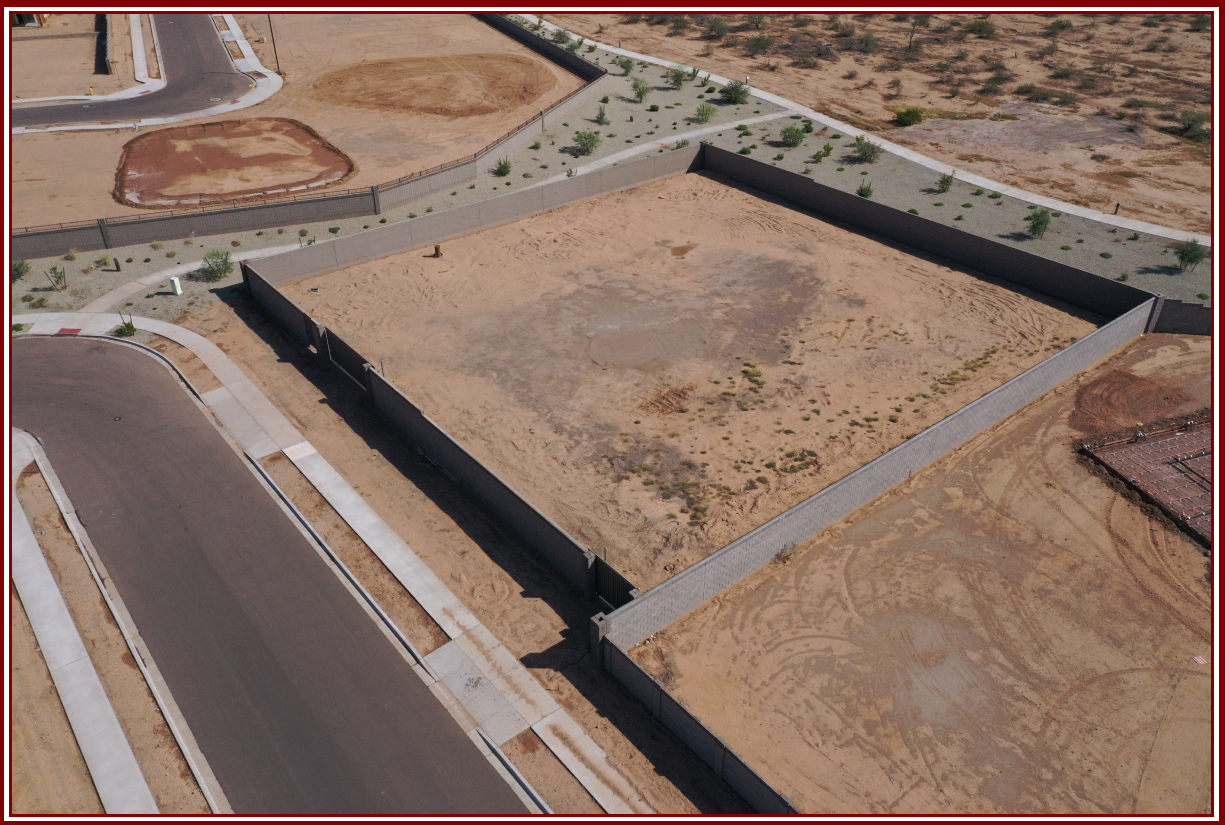
The Rancho Mercado master planned community is zoned PAD, Planned Area Development, with the Well Site being located in Parcel A6 of the master planned community, which has an underlying zoning of R1-8/RUPD. Parcel A6 has recently been developed with a 107-lot, single-family residential subdivision having a base lot size of 8,400 square feet (70 feet x 120 feet), with the first few homes currently being constructed on nearby lots. Given the base lot width involved, along with the depth of the Well Site (170 feet), it would appear reasonable that the Well Site, *as if unimproved with a well*, could be subdivided into two single-family residential lots, each containing near 12,750 square feet (75 feet x 170 feet), which would allow for development of two detached single-family homes, on lots deemed oversized based on the base lot size within this subdivision.



**West View Of Subject Vacant Land Parcels Looking Across 147th Avenue
Beardsley Canal Separates The North And South Parcels**



**East View Of Subject Vacant Land Parcels
Beardsley Canal Separates North And South Parcels**



North View Of Subject Well Site In Rancho Mercado



West View Of Subject Well Site In Rancho Mercado

HIGHEST AND BEST USE

Highest and best use is defined as that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in the highest land value. To derive conclusions regarding the highest and best use of the subject property four criteria must be considered: 1) legally permissible; 2) physically possible; 3) financially feasible; and 4) maximally productive.

LEGALLY PERMISSIBLE

The subject North and South parcels are zoned RR, Rural Residential, which is essentially a “holding pattern” zoning district, until a more intensive use is proposed. The subject is located in an area designated as Neighborhood Character Area, with the most recently planned residential development being reflective of the Urban Neighborhoods development type, which is intended for development to densities of 8.0+ dwelling units per acre. Based on the designated land use per the Surprise General Plan, and recently approved nearby residential developments, a density of between 8.0 to 12.0 units per net acre would appear reasonable for the subject North and South parcels.

The Well Site is zoned PAD, Planned Area Development, and is within a developed single-family residential subdivision, which has an underlying zoning of R1-8/RUPD, and a base lot size of 8,400 square feet (70 feet x 120 feet). Given the base lot width involved, along with the depth of the Well Site (170 feet), it would appear reasonable that the Well Site, *as if unimproved with a well and concrete block perimeter fencing*, could be subdivided into two single-family residential lots, each containing near 12,750 square feet (75 feet x 170 feet), which would allow for development of two detached single-family homes, on lots deemed oversized based on the base lot size within this subdivision.

Based on physical inspection and review of public records, the subject properties do not appear to be adversely impacted by any atypical easements, encroachments, restrictions, conditions or covenants.

PHYSICALLY POSSIBLE

The subject North and South parcels total 17.047 net acres, with each parcel having an irregular configuration, generally level topography, all customary utilities available, and frontage along a major collector roadway. The South Parcel is not located in a special flood hazard area, however, the North Parcel is located in a large special flood hazard area, which spans a large area generally south of Happy Valley Road, between with 147th and 163rd avenues. As discussed, there have been several LOMRs approved in the

immediate area to remove properties from this same special flood hazard classification. It is considered reasonable to assume that the subject North Parcel could similarly obtain approval for a LOMR, to reduce the adverse impact of the special flood hazard classification. No hazardous waste contamination or adverse soil conditions were observed, or are known to exist for the subject North and South parcels. Access to residential support services, employment centers and major transportation routes is average. Surrounding land uses are conducive to mostly residential oriented development of the subject North and South parcels.

The subject Rancho Mercado Well Site totals 25,545 square feet, with a rectangular configuration, generally level topography, all customary utilities available, and frontage along a residential collector roadway. The Rancho Mercado Well Site is not located in a special flood hazard area, and no hazardous waste contamination or adverse soil conditions were observed, or are known to exist. Access to residential support services, employment centers and major transportation routes is average. Surrounding land uses are conducive to mostly residential oriented development of the subject North and South parcels. As discussed, the Rancho Mercado Well Site has recently been improved with a potable water well, with well casing in place, and a concrete block perimeter wall, with two sliding metal gates (one allowing for vehicular access), and a metal pedestrian gate.

FINANCIALLY FEASIBLE AND MAXIMALLY PRODUCTIVE

Based on the physical and location attributes, designated land use, recent rezoning of adjacent and other parcels throughout the neighborhood, medium to high density residential oriented use appears to be most probable for the subject North and South parcels. However, the timing for development of this type of use is mostly tied to current economic and real estate market conditions, as well as availability of acquisition and development financing, which has been readily available for most types of residential development in the metropolitan Phoenix market over the past several years.

Metropolitan Phoenix Residential Market

Residential Building Permits - Metropolitan Phoenix:

According to the U.S. Census Bureau, there was a total of 11,596 permits for one to four-unit dwellings (single-family and most townhome/condo units) issued in 2012 in metropolitan Phoenix (Maricopa and Pinal counties), followed by 12,837 permits in 2013 (11% increase), 11,836 permits in 2014 (8% decrease), 17,263 permits in 2015 (46% increase), 19,098 permits in 2016 (11% increase), 21,055 permits in 2017 (10% increase), 24,211 permits in 2018 (15% increase), 25,767 in 2019 (6.4% increase), 32,589 in 2020 (27% increase) and 37,782 permits in 2021 (16% increase); *the year-to-date (July) total number of permits is 21,009, suggesting an annualized total of near 36,000 permits, which would represent a decrease of approximately 5% from the 2021 total.* According to the

September 2022 Zonda Phoenix CBSA Market Report, annual single-family permit totals are forecast at 32,553, 36,733 and 41,300 for 2022, 2023 and 2024, respectively.

Resale Market - Metropolitan Phoenix

Over the past seven years, resale home prices (attached and detached) have increased by 9.1%, 5.6%, 8.5%, 5.8%, 10.6%, 14.9% and 22.6% in 2015, 2016, 2017, 2018, 2019, 2020 and 2021, respectively. The year-end median home resale price in metro Phoenix was \$215,000, \$227,000, \$246,200, \$262,000, \$289,900, \$333,000 and \$427,000 in 2015, 2016, 2017, 2018, 2019, 2020 and 2021, respectively. The median home resale price was \$445,000 in August 2022, or near 9.9% higher year-over-year, however, the median price is below the recent high of \$475,000 in June 2022. The ARMLS Pending Price Index is projecting a median price to decline further in September 2022 to \$440,000.

Since the beginning of 2015, the resale home supply has fluctuated mostly between 2.0 and 5.0 months, but has been below two months between June 2020 and June 2022, with supply recently increasing over the past three months to the equivalent of 3.6 months supply as of August 2022. Sales typically fluctuate within normal seasonal patterns (highest in spring/summer and slowest during winter), ranging between 6,000 to 10,000 sales per month, with 6,136 sales in August 2022, *which represents a year-over-year decline of 28.8%. This is consistent with a national trend, which has resulted in existing home sales being in a general declining for the past six consecutive months, according to the National Association of Realtors.* Distressed sales in metropolitan Phoenix, per ARMLS, accounted for only 0.1% of total sales in August 2022.

According to the MLS, an available resale inventory of 25,000 to 30,000 homes is considered reflective of equilibrium, with the resale supply totaling 21,832 active listings as of August 2022, which reflects a year-over-year increase of 89%.

New Home/Unit Sales - Metropolitan Phoenix

According to the September 2022 Zonda Phoenix CBSA Market Report, there currently are 483 active *detached* projects, which is up near 7% from one year ago. The median new *detached* home price was \$456,990 (\$270 per square foot of livable area) in July 2022, which represents an increase of near 18.7% from one year ago. There has been a total of 19,312 new home sales over the past 12 months, which is down 24% over the total for 2021, with the sales total equating to an overall average sales rate of near 3.3 sales per month. At the end of Second Quarter 2022, there were 27,750 developed lots, which is down 15% from one year prior, with the current lot total representing a projected supply of 11.9 months based on new home sales activity over the past year.

There currently are 31 active *attached* projects, which is down 18% from one year ago. The median new *attached* home price was \$419,490 (\$295 per square foot of livable area) in July 2022, which represents an increase of 7.6% from one year ago. There has been a total of 946 new attached unit sales over the past 12 months, which is down 44% from

the total for 2021, with the sales total equating to an overall average sales rate of near 2.5 sales per month.

According to Zonda Phoenix-Mesa-Chandler CSBA, *“Economic uncertainty in the form of rapid inflation and rising interest rates is beginning to settle in. As such, demand for homes in the greater Phoenix area is falling. Mortgage interest rates in the 6% range have pushed demand down to levels not experienced in several years. Price adjustments appear to be happening in the resale market, though it is too soon to tell whether a similar adjustment will appear in the new home market. Incentives are typically the first indicator of adjustments, and homebuilders are beginning to offer them in select instances.”* Strengths noted by Zonda include Phoenix having a diversified and growing workforce, with strong job growth across all sectors, and more people employed now than before the pandemic started, which could mitigate the risk of significant job losses locally in the event of a recession. Weaknesses identified by Zonda include rising interest rates, coupled with other inflationary concerns, which are decreasing disposable income, weakening consumer, and adversely impacting affordability.

Subject Residential Submarket

Single-Family Building Permits - Submarket:

According to the U.S. Census Bureau, annual single-family permitting in Surprise totaled 537, 523, 816, 1,315, 1,715, 2,468 and 2,685 between 2015 and 2021, respectively; *the year-to-date (July) total number of permits is 1,833, suggesting an annualized total of near 3,142 permits, which would represent an increase of near 17% over 2021.* Notably, the U.S. Census Bureau does not publish building permit data for areas smaller than municipalities, with all unincorporated areas of Maricopa County being lumped together as one large area.

Single-Family Resales - Submarket:

According to MLS, there were 867 sales (145 sales per month) of detached single-family residences in the neighborhood over the past six months, which ranged in price from \$300,000 to \$2,910,000 (average of \$620,000, or \$280 per square foot of livable area), for home ranging in size from 1,068 to 7,215 square feet (average of 2,237 square feet). The vast majority of sales involve homes built over the past two decades. There currently are 487 single-family residences available for sale, at an average price of \$621,000, or \$268 per square foot of livable area (2,327 square feet). Based on resale activity over the past year (145 sales per month) and the current available supply of resale housing (487 resale listings), there currently is a resale supply of 3.4 months; *a supply of between four to six months is generally deemed reflective of equilibrium.* Similar to most areas of metropolitan Phoenix, resale supply has been increasing over the past several months.

Notably, there has been relatively nominal attached housing development within the neighborhood, with only eight attached unit resales over the past six months, with prices

ranging from \$335,000 to \$805,000, for units ranging in size from 1,347 to 2,803 square feet, with these units being within project built over the past two decades. There currently are only four attached units available for resale within the neighborhood.

Single-Family New Home Sales - Submarket:

According to Zonda, there currently are 42 active single-family residential subdivisions within the neighborhood, offering homes ranging in size from 1,238 to 4,737 square feet, on lots ranging in base lot size from 3,087 to 8,750 square feet, with base prices ranging from \$331,990 to \$891,990, or from \$142 to \$373 per square foot of livable area. These active subdivisions have achieved absorption rates since inception ranging from 1.0 to 17 sales per month (75% of the project range from 2.5 to 5.5 sales per month), with an overall average of 4.5 sales per month. Notably, there are no active attached housing projects within the neighborhood.

Single-Family Lot/Land Supply - Submarket:

According to Zonda, there is current remaining finished lot supply of 3,764 lots, within the 42 active subdivisions in the neighborhood, which based on home sales activity since inception, equates to a monthly supply of near 20 months. Typically, a supply of near 24 months is deemed representative of equilibrium.

There currently are several parcels of land located throughout the neighborhood, which are being planned for near term single-family residential development or are in initial stages of infrastructure development, including within many of the aforementioned master planned communities, such as Asante, Desert Oasis, Escalante, North Copper Canyon, Rancho Mercado, and Vistancia. Additionally, there are several other residential subdivisions currently under development, including within projects such as Paloma Creek, Tierra Verde West, and Tierra Verde East. It is anticipated that future development of these additional residential lots will be in response to demand over time, with these lots not all expected to come on line at the same time.

Medium-High Density Residential - Submarket:

Since the last great recession, there has been a declining trend in home ownership, while there has been an increase in the number of renters, resulting in the largest number of Americans living in a rental property in the United States since 1965. While in the past renters were generally younger and less affluent, the current trend of renters are more likely to be renters by choice than renters by necessity. Many large national investors acquired numerous single-family residences for rental purposes from lenders after the recession, and most are still owned as rentals, however, these residences are typically scattered throughout various metropolitan areas in the United States, resulting in management inefficiencies. For this reason, along with strong demand for rentals, inadequate supply of single-family housing for rent, and lack of single-family housing in the entry level segment either as a new home build or on a resale basis, developers have

been developing single-family residences in a large single project for the purpose renting and operation, which is very comparable to an apartment complex. This type of development has been increasing significantly over the past several years, and has even extended into more outlying locations, such as the subject neighborhood.

Some of the more notable reasons for the increase in demand for single-family rental project development include: higher year-over-year rent growth versus traditional multi-family; lower turn-over in single-family residences compared to traditional multi-family resulting in lower operating expenses; renters desiring increased privacy from mostly detached designs and private backyards; landlord maintenance of home; resort style amenities; security (gated entrances); and superior affordability and increased flexibility to move compared to home ownership.

Most of the single-family for rent projects originally developed in metropolitan Phoenix tended to range in size from 100 to 175 units, however, due to the increasing popularity and demand for single-family for rent projects, the size of several of the newer projects has been increasing to well over 300 units. Notably, there has also been a recent trend toward the development of projects having larger than typical home sizes, including two-story designs (stacked one level and/or two-story units), with some featuring attached garages and others involving smaller than typical project sizes, in the 25 to 50 unit size range.

As discussed, the subject North and South parcels are deemed to have reasonably probable potential for rezoning to a residential zoning district to allow for development to a density range of between 8.0 to 12.0 units per net acre, which is in line with the density of most of the recently developed single-family for rent projects throughout metropolitan Phoenix. The potential for rezoning the subject North and South parcels is based on the recent rezoning of parcels of land, which are either adjacent or in very close proximity to the subject, including: Kamarata Ranch, adjacent north, with a density of 15.1 du/ac; Mandou Ranch, adjacent east, with a density of 8.0 du/ac; and Rancho Mercado Parcel A-8, east of Kamarata Ranch, with a planned density 10.4 du/ac. In addition to these planned projects, there are several other projects located throughout the neighborhood, which are planned for medium to high density residential oriented development, mostly involving single-family build-for-rent projects. Examples of these other planned or under development projects within the neighborhood, include: Enclave Point located at the northeast corner of Happy Valley Road and 163rd Avenue, which is planned for 60 units on 7.82 acres (7.7 du/ac); Bonita Place located on the south side of Happy Valley Road, east of 157th Avenue, which is planned for development of 278 units on 26.6 acres (10.5 du/ac); Vistancia West located at the northeast corner of Happy Valley Road and El Mirage Road, which is planned for development of 198 units on 17.1 acres (11.6 du/ac); Bungalows at Asante located on the north side of Pat Tillman Boulevard, just west of 163rd Avenue, which is planned for 293 units on 27.8 acre (10.5 du/ac); Avilla - Mystic at Lake Pleasant Heights located at the southwest corner of El Mirage Road and Westland Road, which is planned for 263 units on 25 acres (10.5 du/ac); Taylor Morrison - Mystic at Lake Pleasant Heights, which involves 23 acres planned for a build-to-rent project (number of units is not currently known); and Villages at Pleasant River located on the south side of Happy Valley Road,

east of 115th Avenue, which is planned for 246 units on 24.5 acres (10 du/ac). The above provide examples of relatively strong demand for medium to high density development of single-family for rent projects within the subject submarket, which provides additional support for the reasonable probability of rezoning the subject North and South parcels to allow for residential development to a density ranging from 8.0 to 12.0 dwelling units per acre.

Neighborhood Demographics

On the next page is a summary of basic demographics, per Co-Star Realty, within 3, 5 and 10 mile radii from the approximate location of the subject North and South parcels (Happy Valley Road and 147th Avenue). As shown, the population and households are anticipated to grow by 11% to 12% over the next five years, or near 2.3% per annum, within the three to five mile radii study areas (represents the majority of neighborhood). The median household income level within the five mile radius is \$72,576, which is slightly below the median household income in Maricopa County at near \$81,000.

Employment

Due to improvements in economic conditions following the recession in the late 2000s, employment has grown by 1.9% and 3.3% during the 2010s. However, due to the Covid-19 pandemic, employment declined by 1.6% in 2020, but was followed by an increase of 3.3% in 2021. The Phoenix Blue Chip Economic Forecast (Second Quarter 2022) is projecting an increase in employment of 4.0% and 3.6% in 2022 and in 2023, respectively. Due to the adverse impact of the Covid-19 pandemic, unemployment in the Phoenix-Mesa MSA increased from 3.8% in February 2020 to a high of 12.5% in April 2020, but has been slowly declining to 3.4% as of August 2022.

Conclusion

Based on the physical and location attributes, designated land use, recent rezoning of adjacent and other parcels throughout the neighborhood, the highest and best use conclusion for the subject North and South parcels is for rezoning to allow for medium to high density residential oriented use. ***For the purpose of this analysis, valuation of the subject North and South parcels will be based on potential for development to a density of 10.0 dwelling units per net developable acre.***

Assuming the Rancho Mercado Well Site was vacant land (“as if vacant”), with no potable water well or concrete block perimeter fencing, the highest and best use would be for subdividing into two single-family residential lots for the marketing of a home product line series, along with the adjacent lots in Parcel A6 of Rancho Mercado. However, in consideration of the existing well and concrete block perimeter fencing (“as improved”), the highest and best use of the Rancho Mercado Well Site would be for near term installation of remaining well equipment for use as a potable water well.

CO-STAR REALTY DEMOGRAPHICS

Radius	3 Mile		5 Mile		10 Mile	
Population						
2027 Projection	30,434		106,832		446,758	
2022 Estimate	27,080		94,849		402,569	
2010 Census	18,978		64,997		318,408	
Growth 2022 - 2027	12.39%		12.63%		10.98%	
Growth 2010 - 2022	42.69%		45.93%		26.43%	
2022 Population by Hispanic Origin	2,073		8,456		70,724	
2022 Population	27,080		94,849		402,569	
White	25,323	93.51%	87,042	91.77%	349,578	86.84%
Black	689	2.54%	2,882	3.04%	19,774	4.91%
Am. Indian & Alaskan	110	0.41%	478	0.50%	4,216	1.05%
Asian	485	1.79%	2,311	2.44%	15,783	3.92%
Hawaiian & Pacific Island	32	0.12%	134	0.14%	866	0.22%
Other	441	1.63%	2,002	2.11%	12,353	3.07%
U.S. Armed Forces	1		108		1,237	
Households						
2027 Projection	14,520		49,268		178,021	
2022 Estimate	13,050		44,064		160,864	
2010 Census	10,028		32,322		129,616	
Growth 2022 - 2027	11.26%		11.81%		10.67%	
Growth 2010 - 2022	30.14%		36.33%		24.11%	
Owner Occupied	12,065	92.45%	39,005	88.52%	127,905	79.51%
Renter Occupied	985	7.55%	5,059	11.48%	32,959	20.49%
2022 Households by HH Income						
Income: <\$25,000	1,476	11.31%	5,022	11.40%	19,387	12.05%
Income: \$25,000 - \$50,000	2,842	21.78%	9,082	20.61%	31,518	19.59%
Income: \$50,000 - \$75,000	2,333	17.88%	8,753	19.86%	32,572	20.25%
Income: \$75,000 - \$100,000	2,302	17.64%	7,325	16.62%	25,389	15.78%
Income: \$100,000 - \$125,000	1,412	10.82%	4,904	11.13%	17,620	10.95%
Income: \$125,000 - \$150,000	943	7.23%	2,762	6.27%	12,617	7.84%
Income: \$150,000 - \$200,000	1,000	7.66%	3,252	7.38%	11,841	7.36%
Income: \$200,000+	742	5.69%	2,964	6.73%	9,919	6.17%
2022 Avg Household Income	\$89,364		\$91,209		\$90,635	
2022 Med Household Income	\$73,632		\$72,576		\$72,518	

**VALUATION ANALYSIS
SECTION ONE
NORTH AND SOUTH PARCELS**

SALES COMPARISON APPROACH

The Sales Comparison Approach is, “The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparables sales is available.”¹⁰

The Sales Comparison Approach is applicable to all types of real estate interests when there are sufficient recent, reliable transactions to indicate value patterns or trends in the market. When there are few market transactions available, the applicability of the Sales Comparison Approach may be limited. ***The land sales are compared to the subject North and South parcels on the basis of price per square foot.*** This unit of comparison is typical of the market. Each sale comparison was related to the site appraised in terms of the factors listed below.

1. *Real Property Rights Conveyed*
2. *Financing Terms*
3. *Conditions Of Sale*
4. *Expenditures Immediately After Purchase*
5. *Date Of Sale*
6. *Location*
7. *Physical Characteristics*
8. *Zoning/Entitlements/Use Potential*
9. *Residential Density*

An extensive land sales search was conducted to discover sales of similar parcels of land, based on the location and physical characteristics, zoning/use potential and residential density. On the following pages are recitations of several comparable land sales, which are followed by a land sales location map and a land sales summary chart.

¹⁰ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., p. 170

VACANT LAND SALE 1**Identification**

Assessor's Parcel Number(s): 502-01-006C and 008H

Location: Southwest corner of Bell Road and Citrus Road, Surprise (Surprise Farms)

Sale Data

Grantor: Surprise Village Company, LLC

Grantee: Surprise Farms BTR Owner, LLC

Sale Date: November 2021; *sale price was established in February 2021*

Instrument: Special Warranty Deed

Instrument Number: 21/1182394

Interest Conveyed: Fee simple

Conditions Of Sale: Arm's-length transaction

Sale Price: \$13,885,235

Terms: Cash

Unit Price: \$9.00 per square foot

Confirmation/Source: Nate Nathan, seller's broker with Nathan & Associates; Co-Star Realty; Vizzda; public records

Site Data

Shape/Street Frontages: Near rectangular shaped parcel
Bell Road frontage - 1,600± feet
Citrus Road frontage - 850± feet

Site Area: 35.42 acres

Topography: Level former agricultural land; the site is not situated in a special flood hazard area

MARICOPA COUNTY ASSESSOR AERIAL - LAND SALE 1



GOOGLE EARTH AERIAL - ZOOMED OUT VIEW



Zoning: PAD, Planned Area Development, Surprise; near 70% of site had underlying zoning for high density residential uses, while remainder had underlying zoning for neighborhood commercial uses

Utilities: Electricity, water, sewer, natural gas, cable television and telephone are available to the property

Sales History There have been no sales of this property in the three years preceding this sale.

Comments This site was acquired for the development of a 315-unit, build-for-rent residential project, revealing a density of near 8.9 du/ac. The sale involved an extended escrow period to allow the buyer an opportunity to pursue rezoning of the portion of the site zoned for commercial uses. While the sale was not contingent upon this approval, the buyer was confident of the likelihood of rezoning approval, which took place within two months of closing.

There are nominal off-site development requirements and no atypical on-site development requirements.

Surrounding land uses include 2000s/2010s vintage single-family residential subdivisions in the Surprise Farms master planned community, 1990s vintage single-family residential subdivisions in the Arizona Traditions master planned community, the Willow Canyon high school, and vacant land zoned for neighborhood commercial uses.

VACANT LAND SALE 2**Identification**

Assessor's Parcel Number(s): Portion of 503-55-004C

Location: Northeast corner of Happy Valley Road and 163rd Avenue, Surprise

Sale Data

Grantor: Xander Lander, LLC and Wittrock Land I, LLC

Grantee: Reep-Hines Enclave Point JV, LLC

Sale Date: December 2021; *the sale was negotiated in September 2021*

Instrument: Special Warranty Deed

Instrument No. 21/1336083

Interest Conveyed: Fee simple

Conditions Of Sale: Arm's-length transaction

Sale Price: \$3,233,990

Terms: Cash

Unit Price: \$9.50 per square foot

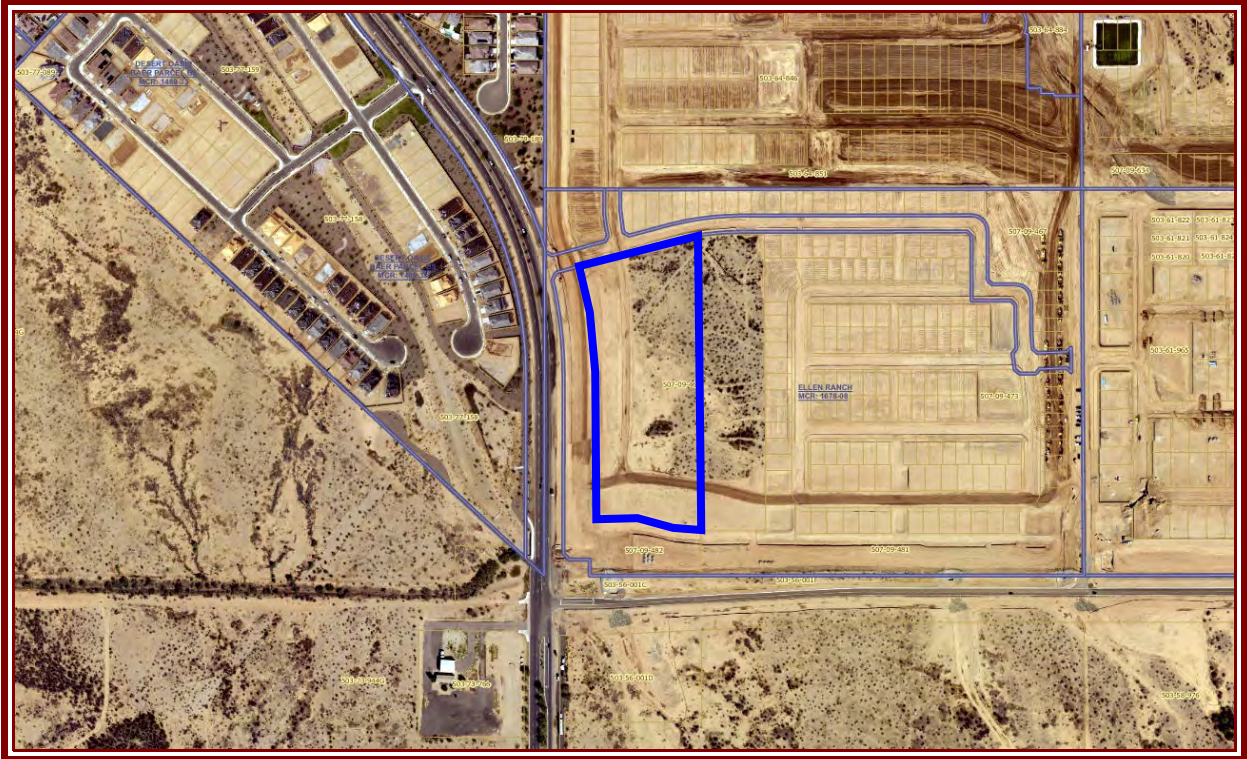
Confirmation: John Wittrock, representative of seller; Co-Star Realty; Vizzda; public records

Site Data

Shape/Street Frontages: Near rectangular shaped parcel
Happy Valley Road frontage - 325± feet
163rd Avenue frontage - 870± feet
Paloma Creek Drive frontage - 420± feet

Site Area: 7.82 acres

MARICOPA COUNTY ASSESSOR AERIAL - LAND SALE 2



GOOGLE EARTH AERIAL - ZOOMED OUT VIEW



Topography: Level desert land; the site is not located in a special flood hazard area

Zoning: RH-15/PUD, High Density Residential/Planned Unit Development, Surprise

Utilities: Electricity, water, sewer, natural ga, cable television and telephone are available to the property

Sales History

There have been no sales of this property in the three years prior to this sale.

Comments

This site was acquired for the development of a 60-unit, build-for-rent residential project, revealing a density of near 7.7 du/ac. Notably, the seller rezoned the property prior to this sale, with zoning allowing for this planned use.

There are no off-site development requirements and no atypical on-site development requirements. While this site has frontage along Happy Valley Road and 163rd Avenue, there will only be access to this site via Paloma Creek Drive.

Surrounding land uses include several developing single-family residential subdivisions and vacant land zoned/designed for future residential oriented uses.

VACANT LAND SALE 3**Identification**

Assessor's Parcel Number(s): 503-55-001A and 003A

Location: Northeast corner of Happy Valley Road and El Mirage Road, Maricopa County

Sale Data

Grantor: Cool Cats, LLC

Grantee: PGWS Happy Valley 1, LP (Hancock Communities)

Sale Date: March 2022; *the sale was negotiated in March 2021*

Instrument: Special Warranty Deed

Instrument No. 22/217074

Interest Conveyed: Fee simple

Conditions Of Sale: Arm's-length transaction

Sale Price: \$8,949,840

Terms: Cash

Unit Price: \$12.00 per square foot

Confirmation: Bret Rinehart, buyer's broker with Land Advisors; Co-Star Realty; Vizzda; public records

Site Data

Shape/Street Frontages: Rectangular shaped parcel
Happy Valley Road frontage - 595± feet
El Mirage Road frontage - 1,255± feet

Site Area: 17.12 acres

MARICOPA COUNTY ASSESSOR AERIAL - LAND SALE 3



GOOGLE EARTH AERIAL - ZOOMED OUT VIEW



Topography: Level desert land; the site is not located in a special flood hazard area

Zoning: R-3/RUPD, Multi-Family Residential/Residential Unit of Planned Development, Maricopa County

Utilities: Electricity, water, sewer, natural gas, cable television and telephone are available to the property.

Sales History

There have been no other sales of the property in the three years prior to this sale.

Comments

This site was acquired for the development of a 198-unit, build-for-rent residential project, revealing a density of near 11.6 du/ac. Notably, the sale was contingent upon the buyer securing most entitlements prior to close of escrow with the negotiated sale price being reflective of anticipated appreciation in land prices over the extended escrow period.

Off-site development requirements include partial half-street improvements along El Mirage Road, to include another lane of asphalt pavement, along with concrete curbs, gutters and sidewalks. There are no atypical on-site development requirements.

Surrounding land uses include 2010s vintage single-family residential subdivisions, large expanses of desert land under State of Arizona ownership, a self-storage facility, and a large APS electrical substation.

VACANT LAND SALE 4**Identification**

Assessor's Parcel Number(s): 503-69-010S

Location: Wraps southeast corner of Happy Valley Road and 147th Avenue, Surprise

Sale Data

Grantor: RM 47, LLC

Grantee: MSP HC SFR Mercado, LLC (Hancock Communities)

Sale Date: April 2022; *the sale was negotiated in May 2021*

Instrument: Special Warranty Deed

Instrument No. 22/374135

Interest Conveyed: Fee simple

Conditions Of Sale: Arm's-length transaction

Sale Price: \$9,396,346, inclusive of reimbursement to William Lyon Homes for adjacent roadway improvements of \$850,000

Terms: Cash

Unit Price: \$9.90 per square foot

Confirmation: John Wittrock, representative of seller; Bret Rinehart, buyer's broker with Land Advisors; Co-Star Realty; Vizzda; public records

Site Data

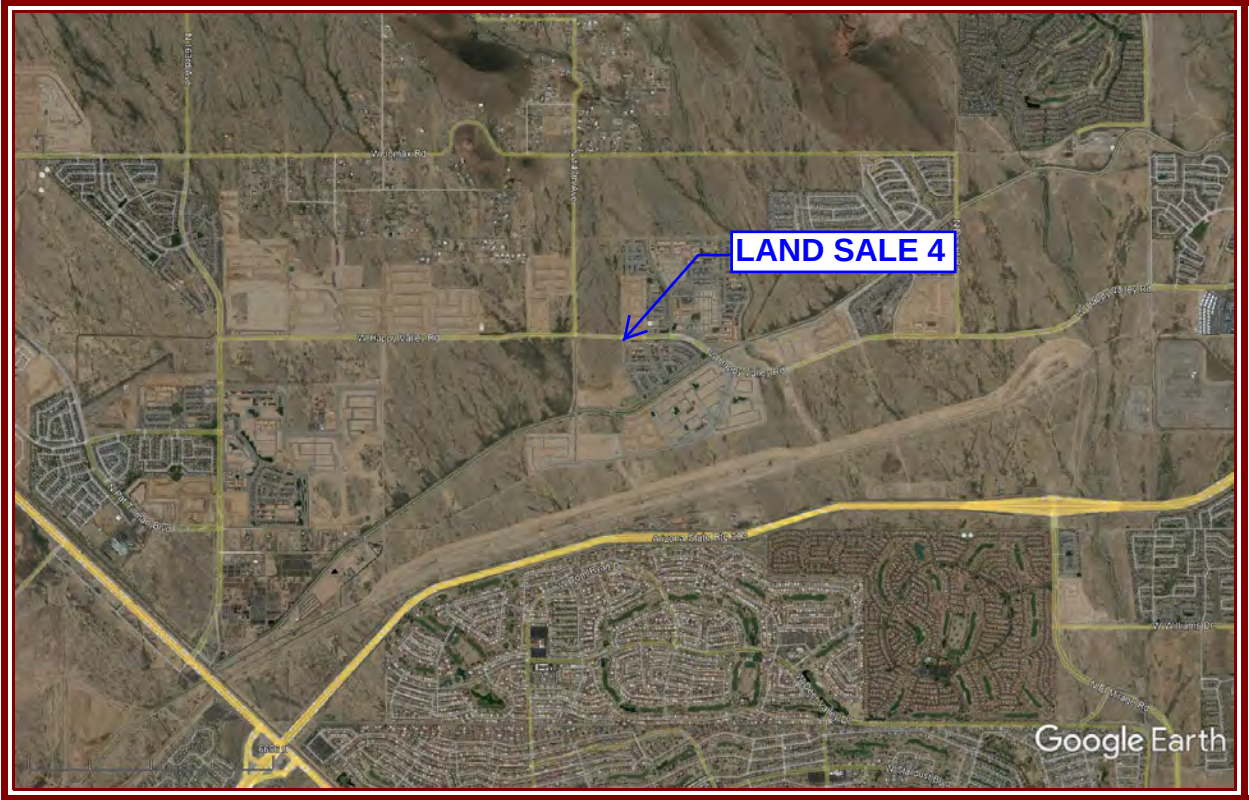
Shape/Street Frontages: Near L-shaped parcel
Happy Valley Road frontage - 575± feet
147th Avenue frontage - 430± feet
San Ysidro/145th Avenue frontage - 2,250± feet

Site Area: 21.78 acres

MARICOPA COUNTY ASSESSOR AERIAL - LAND SALE 4



GOOGLE EARTH AERIAL - ZOOMED OUT VIEW



Topography: Level desert land; the site is not located in a special flood hazard area

Zoning: PAD, Planned Area Development, Surprise; underlying zoning allows for high density residential uses

Utilities: Electricity, water, sewer, natural gas, cable television and telephone are available to the property.

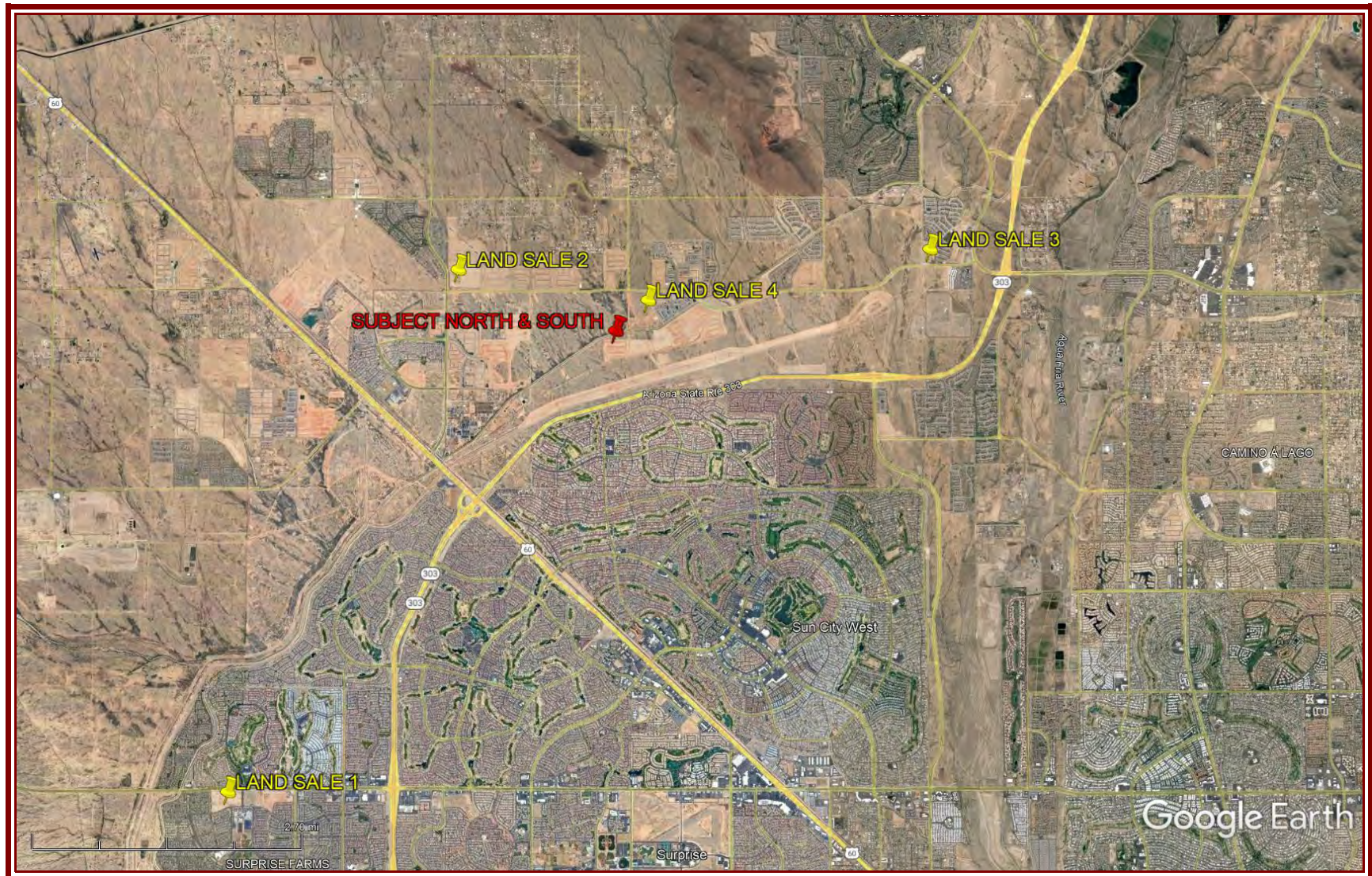
Sales History There have been no other sales of the property in the three years prior to this sale.

Comments This site was acquired for the development of a 227-unit, build-for-rent residential project, revealing a density of near 10.4 du/ac. The sale involved an extended escrow period to allow the buyer an opportunity to pursue entitlements for the proposed development. While the sale was not contingent upon any approvals, the buyer was confident of the likelihood of site plan approval, which took place within one month of closing.

There are no off-site development requirements and no atypical on-site development requirements. While this site has frontage along Happy Valley Road there will only be access to this site via 147th Avenue and San Ysidro/145th Avenue.

Surrounding land uses include several developing single-family residential subdivisions, and vacant land zoned mostly for residential oriented development.

COMPARABLE LAND SALES SUMMARY



COMPARABLE LAND SALES SUMMARY

Sale	Sale Date (♦)	Location	Land Area (Acres)	# Units	Density/ Acre	Price/ Sq. Ft.
1	11/21 (2/21)	SWC Bell Rd. & Citrus Rd., Surprise	35.42	315	8.9	\$ 9.00
2	12/21 (9/21)	NEC Happy Valley Rd. & 163 rd Ave., Surprise	7.82	60	7.7	\$ 9.50
3	3/22 (3/21)	NEC Happy Valley Rd. & El Mirage Rd., Maricopa County	17.12	198	11.6	\$12.00
4	4/22 (5/21)	Wraps SEC Happy Valley Rd. & 147 th Ave., Surprise	21.78	227	10.4	\$ 9.90
Subject		W. of 147th Ave. N. & S. of Beardsley Canal, Surprise	17.05	171♦	10.0♦	

♦ Date when purchase price was established

♦ Appraiser's projected number of units/density

LAND SALES ANALYSIS**Elements Of Comparison**

Elements of comparison are defined as, "the characteristics or attributes of properties and transactions that cause the prices of real estate to vary; including real property rights conveyed, financing terms, conditions of sale, expenditures immediately after purchase, market conditions (time), location, physical characteristics, and other characteristics, such as economic characteristics, use, and non-realty components of value."¹¹ Any meaningful differences between the comparable sales and the subject affecting value must be identified and reconciled. Adjustments are applied to the comparables, as a result of the differences, to derive more equal comparisons. These differences are reconciled as of the effective date of appraisal.

Real Property Rights Conveyed:

The real property rights conveyed in each of the comparable sales were fee simple interests, which is consistent with the appraised property rights. Therefore, no adjustments are required.

¹¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., p. 61

Financing Terms:

The opinion of market value for the subject is based on all cash financing. Cash transactions typically sell for less than those sales which involve favorable financing terms such as below market interest rates, buy downs, wraparound mortgages, interest only loans, etc. Therefore, cash equivalency adjustments must be made to sales involving favorable financing terms. All of the comparables involved all cash purchases, or all cash to seller purchases. As a result, no adjustments for financing terms are warranted.

Conditions Of Sale:

An adjustment for conditions of sale is used to reflect the motivations of buyers and sellers in sales that are not arm's-length transactions due to duress, special relationships, or unusual circumstances. All comparables were reported to represent arm's-length transactions, with no unusual circumstances reported. Thus, no adjustments are deemed necessary for conditions of sale.

Expenditures Immediately After Purchase:

All of the comparables were acquired with no immediate expenditures after purchase required. As mentioned, the buyer of Land Sale 4 was required to reimburse \$850,000 to the master planned developer of Rancho Mercado upon close of escrow, with the developer being responsible for completion of adjacent roadway improvements. However, given the sale price has already been adjusted for this reimbursement, no additional adjustments are necessary for this factor.

Market Conditions (Date Of Sale):

The subject is being appraised as of a specific date; therefore, adjustments to the comparables must be recognized for changes in market conditions between the sale dates of the comparables and the date of valuation. The adjustment for market conditions is not always related to "time;" changes in market conditions may be caused by inflation, deflation, fluctuations in supply and demand, or other factors.

The land sales employed in this analysis have closed escrow between November 2021 and April 2022, while the sales were negotiated between February 2021 and September 2021, with three of the four sales involving extended escrow periods to allow buyers an opportunity to attempt to secure necessary entitlements for the planned developments, prior to close of escrow. Residential market conditions for land suitable for medium to high density residential oriented development have been very strong over the past several years, and despite recent increases in interest rates, increases in inflation, declining economic conditions and volatility in the stock market in 2022, the residential rental market has been remarkably resilient, with many of these various issues actually positively impacting the rental market, as affordability issues plague the for-sale residential market and force buyers into the rental market. Based on discussions with the various confirming

sources, all of the comparables would be expected to sell at higher prices, with current asking prices in the subject submarket ranging mostly from \$12 to \$15 per square foot for similar land, with medium to high density residential development potential. Therefore, within this analysis upward date of sale adjustments have been concluded for all of the comparables. However, given the negotiated sale price for Land Sale 3 reflects some anticipated appreciation in land values over the extended escrow period, the upward adjustment applied to this sale has been tempered by this fact.

Location:

Land Sales 2, 3 and 4 are all located in the subject neighborhood, with Land Sale 4 being situated just northeast of the subject North and South parcels and deemed to have very similar location characteristics. In contrast, Land Sales 2 and 3 are located at the corners of two major arterials, providing for superior exposure and accessibility, with Land Sale 3 having the added benefit of being in closer proximity to residential support services and the Loop 303 Freeway. Consequently, downward location adjustments have been applied to both of these comparables, with an adjustment of somewhat greater magnitude being applicable to Land Sale 3.

Land Sale 1 is situated several miles south of the neighborhood, in the near fully developed Surprise Farms master planned community, in Surprise. Due to its closer proximity to residential support services, employment centers, recreation and major transportation routes, along with its location along a more prominent thoroughfare, a downward location adjustment has been concluded for Land Sale 1.

Physical Characteristics:

Adjustments for physical characteristics are necessary when the physical characteristics of a comparable property are different from those of the subject. Factors analyzed include configuration, size, utilities, off-site improvements requirement and on-site improvements requirement.

Configuration:

The comparables have generally functional configurations for medium to high density residential oriented use, similar to the generally functional configurations of the subject North and South parcels. Therefore, no adjustments appear necessary for this factor.

Size:

Typically, the smaller the size the greater the price per square foot of land area, which is due to economies of scale, with larger parcels also being less affordable to potential buyers, thus decreasing demand and the per square foot price. While this suggests a downward adjustment would be applicable to Land Sale 2 for its much smaller size, in comparison to the subject North and South parcels, an offsetting consideration is the less

than desirable economies of scale associated with the operation of a much smaller than typical build-for-rent project of only 60 units. As a result, no size adjustment has been concluded for Land Sale 2.

Land Sales 3 and 4, at 17.12 and 21.78 acres, respectively, are very similar to the subject North and South parcels in terms of size, with no adjustments deemed necessary to these two comparables.

Given Land Sale 1 is near twice the size of the subject North and South parcels, an upward adjustment is considered warranted to this comparable.

Utilities:

As discussed, all customary utilities are available to the subject North and South parcels, which is similar to the comparables. Consequently, no adjustments are required.

Off-site Development Requirements:

As discussed, future development of the subject North and South parcels is anticipated to involve partial half-street improvements along 147th Avenue, which is somewhat similar to the off-site development requirements of Land Sale 3. In contrast, there are relatively nominal to no off-site development requirements associated with remaining comparables. Therefore, slight downward adjustments have been concluded for Land Sales 1, 2 and 4.

On-site Development Requirements:

As discussed, the subject South Parcel is not located in a special flood hazard area, however, the subject North Parcel is located within a special flood hazard area. As a result, there likely will be added site preparation/grading necessitated upon future development, along with the requirement to process a LOMR to remove most of the site (i.e., portions planned for building improvements) from the special flood hazard classification, similar to several other nearby parcels that have been recently removed from this same special flood hazard area, via a LOMR. Given none of the comparables are similarly located in special flood hazard areas, slight downward adjustments are considered necessary to each of the comparables.

Zoning/Entitlements:

As discussed, the subject North and South parcels are deemed to have a reasonable probability of rezoning to allow for medium to high density residential oriented development, based on recent rezoning of adjacent and nearby properties. However, as of the preparation of this appraisal, the subject North and South parcels had essentially a "holding pattern" zoning in place. Consequently, there will be time and expense required to achieve rezoning, and there currently is risk regarding the number of units to be eventually approved.

Land Sales 1 and 4 involved extended escrow periods to allow the buyers an opportunity to pursue additional entitlements for the planned residential oriented uses of these properties. While these sales were not contingent upon any approvals, the buyers were confident of the likelihood of obtaining desired approvals, which ended up taking place shortly after close of each escrow (one to two months), and included rezoning of a portion of Land Sale 1 and site plan approval for Land Sale 4. For these reasons, considerable downward adjustments are deemed warranted for these two comparables.

Land Sale 2 had zoning in place, which allowed for the planned medium density residential development. As a result, a substantial downward adjustment is necessary to this comparable.

Land Sale 3 was contingent upon the buyer securing most entitlements prior to close of escrow. Therefore, a significant downward adjustments has been concluded for this comparable.

Density:

Typically, the higher the density, the higher the price per square foot, as developers are able to achieve greater utilization of the land area. The subject North and South parcels have been concluded to have reasonable potential for development to a density of 10 units per net acre, which is relatively similar to Land Sale 4 (10.4 du/ac). However, due to the lower densities associated with Land Sales 1 (8.9 du/ac) and 2 (7.7 du/ac), upward adjustments have been concluded for these two comparables, with an adjustment of somewhat greater magnitude being applicable to Land Sale 2, given its much lower density. In contrast, due to its greater density (11.6 du/ac), a downward adjustment has been applied to Land sale 3

Summary Of Elements Of Comparison

In the table on the following page is a summary of the adjustments concluded for each sale. After adjustments, the comparable land sales reveal indications ranging from \$9.50 to \$10.50 per square foot.

Land Value Conclusion - Subject North and South Parcels

Based on the location and physical characteristics, and rezoning potential of the subject, along with current real estate market and economic conditions, and comparables employed in this analysis, a unit price of \$10.00 per square foot of land area was concluded. The application of this unit of value to the number of acres involved, reveals a fair market value, as of September 13, 2022, of:

17.047 Acres x 43,560 Sq. Ft./Acre x \$10.00/Sq. Ft. = \$7,425,673

ADJUSTED TO \$7,425,000

COMPARABLE LAND SALES ADJUSTMENT GRID

Elements Of Comparison	Sale 1 35.42 Acres 8.9 du/ac	Sale 2 7.82 Acres 7.7 du/ac	Sale 3 17.12 Acres 11.6 du/ac	Sale 4 21.78 Acres 10.4 du/ac
Sales Price/Sq. Ft.	\$9.00	\$9.50	\$12.00	\$9.90
Property Rights	0	0	0	0
<i>Adjusted Price</i>	<i>\$9.00</i>	<i>\$9.50</i>	<i>\$12.00</i>	<i>\$9.90</i>
Financing Terms	0	0	0	0
<i>Adjusted Price</i>	<i>\$9.00</i>	<i>\$9.50</i>	<i>\$12.00</i>	<i>\$9.90</i>
Conditions Of Sale	0	0	0	0
<i>Adjusted Price</i>	<i>\$9.00</i>	<i>\$9.50</i>	<i>\$12.00</i>	<i>\$9.90</i>
Expenditures After Sale	0	0	0	0
<i>Adjusted Price</i>	<i>\$9.00</i>	<i>\$9.50</i>	<i>\$12.00</i>	<i>\$9.90</i>
Date Of Sale	+30%/+\$2.70	+15%/+\$1.43	+10%/+\$1.20	+20%/+\$1.98
Adjusted Price/Sq. Ft.	\$11.70	\$10.93	\$13.20	\$11.88
Location	Superior (-)	Slightly Superior (-)	Superior (-)	Similar (=)
Physical Characteristics Configuration Size Utilities Off-site Development On-site Development	Similar (=) Inferior (+) Similar (=) Slightly Superior (-) Slightly Superior (-)	Similar (=) Similar (=) Similar (=) Slightly Superior (-) Slightly Superior (-)	Similar (=) Similar (=) Similar (=) Similar (=) Slightly Superior (-)	Similar (=) Similar (=) Similar (=) Slightly Superior (-) Slightly Superior (-)
Zoning/Entitlements	Very Superior (-)	Very Superior (-)	Very Superior (-)	Very Superior (-)
Density	Inferior (+)	Very Inferior (+)	Superior (-)	Similar (=)
Final Adjusted Unit Price	\$9.50 to \$10.00	\$9.50 to \$10.00	\$10.00 to \$10.50	\$10.00 to \$10.50

**VALUATION ANALYSIS
SECTION TWO
RANCHO MERCADO WELL SITE**

COST APPROACH

The Cost Approach is defined as a “set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.”¹²

MARKET EXTRACTION (STATIC RESIDUAL ANALYSIS) - LAND VALUATION

As previously concluded, the highest and best use of the subject Rancho Mercado Well Site, as if vacant (no well or concrete block wall enclosure), would be to subdivide into two single-family residential lots, containing near 12,750 square feet (75 feet by 170 feet) for the marketing of a home product line series, along with the adjacent lots in Parcel A6 of Rancho Mercado. Unfortunately, within the metropolitan Phoenix market, tract home lots do not sell on an individual retail basis, nor do two tract home lots sell on a bulk basis. Consequently, within this analysis, the two tract home lots will be valued via Market Extraction, via a Static Residual Analysis, where various costs (home construction, holding expenses, sales and marketing, general and administrative) and profit associated with constructing and selling production homes, are deducted from the gross sales revenue of the production homes.

The first step in this analysis is to estimate gross sales revenue. Within Rancho Mercado there are seven active tract home lot subdivisions, with homes ranging in size from 1,272 to 4,737 square feet, which are base priced from \$353,000 to \$704,000, and are being offered on base lot sizes ranging from 3,100 to 8,520 square feet. The subject lots are located in Parcel A6, which involves a base lot size of 8,400 square feet, with the subject lots projected to be oversized in this subdivision, at near 12,750 square feet each. Of the active subdivisions in Rancho Mercado, two have base lot sizes of 8,520 square foot lots. Within these two subdivisions, homes ranging in size from 2,184 to 4,737 square feet are sold at prices ranging from \$540,000 to \$704,000, with a mid-point of near \$625,000. Within the neighborhood, there are three other active subdivisions with somewhat similar base lot sizes ranging from 8,160 to 8,750 square feet, which are located in the Asante and Escalante master planned communities. The homebuilders are currently marketing homes ranging in size from 2,229 to 4,732 square feet, with prices ranging from \$560,000 to \$855,000, which mostly brackets and exceeds the home price range of the active subdivisions in Rancho Mercado. Given the subject lots are oversized, it is likely that future buyers would select a home in the upper half of the size range of what is currently being

¹² *Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., p. 43*

marketed for sale in Rancho Mercado. Therefore, for the purposes of this analysis, an average base home sale price of \$650,000 has been projected.

Residential market analysts often project overall average lot premiums ranging from 1% to 2% of the base home price for proforma purposes, unless a project has well above average lot premium potential. The subject lots are deemed to be reflective of well above average lot premium potential, particularly given that the lots are significantly oversized and that both back to a large open wash corridor. Therefore, within this analysis, lot premiums equivalent to 5% of the average base home price have been forecast, which result in an average lot premium of \$32,500.

Based on a review of numerous feasibility and profitability analyses from local homebuilders, and recent discussions with homebuilders, home construction costs tend to equate to the low 40% to mid 50% of the base home price, depending upon quality of construction and standard features, home sizes, and underlying lot values. The floor plans being constructed in Rancho Mercado are deemed to be of average quality. For the purposes of this analysis, home construction costs have been projected at \$308,750, or the equivalent of 47.5% of the base home price.

Sales commissions, closing costs, and any type of marketing and advertising costs are typically calculated as a percentage of gross sales. Typical sales and marketing costs average 5% to 9% of gross sales. Within this analysis, a sales and marketing expense of *6.5% of gross sales revenue* has been concluded.

Management, overhead, insurance and office supplies, and has been estimated at *2.5% of gross sales revenue*.

Other miscellaneous expenses include sales tax, maintenance and upkeep of the model homes and unsold lots, contingency and other miscellaneous expenses, such as real estate taxes and homeowner's association dues. Sales taxes are projected at between 3.0% and 3.5% of gross sales revenue, with an additional allowance of 0.5% to 1.0% forecast for the remaining miscellaneous expenses. Therefore, total miscellaneous expenses of *4.0% of gross sales revenue* have been employed in this analysis.

Based on a review of numerous homebuilder proformas over the past several years, homebuilder's profit margins mostly range from 5% to 20%, however, these margins are reflective of profit attributable to options/upgrades, which typically have higher margins than profit margins attributable to the base home price. Homebuilder profit margins vary due to a wide variety of factors, with some of the more relevant factors including the length of the anticipated absorption period, existing and future competition, potential for changes in interest rates, potential for appreciation during absorption, and product type. After considering the various factors related to the subject lots, a homebuilder's profit margin of *7.5% of gross sales revenue* has been concluded.

On the following page is a summary of the various assumptions employed in this analysis, which results in an indication of the bulk value for the subject lots, without the well and concrete block enclosure, of **\$435,000**, which equates to an indication of near \$218,000 per lot, and \$2,900 per front foot of lot width.

As previously mentioned, the subject Rancho Mercado Well Site was acquired from William Lyon Homes in December 2020 at a price of \$847,952, which is reflective of the seller drilling a test well on the site, and being obligated to extend power to the well location, and complete horizontal site infrastructure for the subdivision in which the well site is located. The above indication of land value of \$435,000 does not reflect the seller drilling a test well, with proven potable water production, or the costs to extend electrical into the site. Further, the prior sale of the subject Rancho Mercado Well Site is not deemed to be reflective of an arm's length transaction, as the sale involved a captive buyer, and was a component of a larger development agreement.

ESTIMATED REPRODUCTION COSTS

As mentioned, subsequent to acquisition of the subject Rancho Mercado Well Site, the previously drilled test well was bored out for use as a potable water well, with 17-inch casing installed and capped. Included in the Addenda as Exhibit B is a current estimate of the costs to drill the existing well on the subject site from the original contractor (Beeman Drilling), which totals \$1,123,422. According to Ralph Anderson of Beeman Drilling, which is a company that has been actively drilling wells for decades throughout metropolitan Phoenix, the costs to drill wells has been increasing significantly over the past few years, due to many of the same reasons plaguing the construction industry, including considerable increases in the costs of various materials, particularly steel casing, supply chain issues, increasing labor costs, as well as dramatically increasing fuel costs. Based on this current estimate, a rounded total of **\$1,125,000** will be employed for the replacement costs of the existing well.

The subject site has also been improved with a concrete block wall, gates, landscaping and stubs for water and sewer. Additionally, a variety of indirect costs/soft costs have been incurred (i.e., various engineering reports, permits and fees, surveys) as part of construction of the well and other site improvements. On the second following page is detailed summary of the various direct and indirect costs incurred to construct the existing improvements, with the exception that the current estimated costs to drill the well are shown, as opposed to the actual costs incurred, due to the significant recent increases in well drilling costs. As shown, the costs to construct the block wall, gates, landscaping and stub water and sewer total near \$120,000, while another \$108,000 has been incurred in indirect/soft costs, which equates to near 8.7% of direct construction costs.

STATIC ANALYSIS - RANCHO MERCADO - 2 LOTS

REVENUE	
Average Base Home Price	\$650,000
Average Lot Premium	\$32,500
Average Sales Revenue Per Home	\$682,500

EXPENSES		% Revenue
Home Construction Costs	\$325,000	47.62%
Sales & Marketing	\$44,363	6.50%
General & Administrative	\$17,063	2.50%
Miscellaneous	\$27,300	4.00%
Homebuilder's Profit	\$51,188	7.50%
Average Expenses Per Home	\$464,913	

Residual To Finished Lot Value	\$217,588
Number Of Lots	2
Market Value Indication	\$435,175
<i>Rounded To</i>	<i>\$435,000</i>

COST APPROACH

Replacement Costs Of Well

Beeman Drilling Well Cost Estimate	\$1,125,000
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Block Wall, Gates, Landscaping & Water

TWC Contracting Block Wall	\$79,004	
Adams Fence - Gates	\$28,640	
RH Dupper Landscaping	\$6,576	
DCS Contracting - Water & Sewer Stubs	\$5,392	
EPS - Construction Staking	\$725	
<i>Subtotal</i>		<i>\$120,337</i>

<i>Direct Replacement Costs</i>	<i>\$1,245,337</i>
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Indirect/Soft Costs

Clean out borehole/sampling/Geo survey	\$20,063	
Drilling, lithologic of Geo survey	\$21,348	
Rig, pump dev. & test sampling	\$11,721	
Well constructing logging & testing	\$17,894	
Well site analysis and new source lab costs	\$6,466	
Analysis for Final Report	\$4,990	
Aquifer Report	\$6,292	
Final Well Report	\$3,745	
Bingham Engineering - Structural Calcs	\$2,740	
RVI - Construction Documents & Services	\$5,121	
Atwell - Water & Sewer Stubs Engineering	\$2,800	
Dust Permit	\$1,060	
City of Surprise Permits	\$1,030	
ADWR - Water Storage Permit	\$2,000	
ADWR - Facility Design Fee	\$1,000	
<i>Total Indirect/Soft Costs</i>		<i>\$108,270</i>

<i>Indication of Land Value</i>	<i>\$435,000</i>
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Value Indication Via Cost Approach	\$1,788,607
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<i>Rounded To</i>	<i>\$1,790,000</i>
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SUMMARY OF COST APPROACH - SUBJECT RANCHO MERCADO WELL SITE

Based on the various direct and indirect/soft costs associated with construction of the existing well and concrete block wall enclosure, along with value of the underlying land, the subject Rancho Mercado Well Site is concluded to have had a fair market value, as of September 13, 2022, of:

ONE MILLION SEVEN HUNDRED NINETY THOUSAND DOLLARS
(\$1,790,000)

**VALUATION ANALYSIS
SECTION THREE
ALL PROPERTIES COMBINED**

RECONCILIATION - ALL PROPERTIES COMBINED

A fair market value of \$7,425,000 has been concluded for the subject North and South parcels, while a fair market value of \$1,790,000 has been concluded for the subject Rancho Mercado Well Site. In some instance, a bulk sale discount is warranted, particularly in the case where multiple similar type properties are involved, such as multiple vacant land parcels, each suitable for similar tract home lot development. In this example, a discount would be likely, as future development will likely occur in phases over an extended time period, necessitating a discount to a bulk sale in recognition of considerable holding costs over the extended absorption period. However, in the case of the subject, the two properties are non-competing, as one has a highest and best for near term medium to high density residential oriented development, and the other has a highest and best use for near term installation of remaining well equipment for use as a potable water well. As a result, no discount is deemed necessary to the summation of the fair market values of the two subject properties.

Therefore, after considering all facts available, subject to the underlying assumptions and limiting conditions included, it has been concluded, the fee simple interest in the subject properties had the following fair market value, as of September 13, 2022, of:

***NINE MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS
(\$9,215,000)***

ADDENDA

EXHIBIT A

EXHIBIT A

Legal Description of Property

NORTH BASIN (APN# 503-69-003H)

Parcel 2, Kamarata Ranch Minor Land Division, recorded at Book 1669 of Maps, Page 11, Official Records of Maricopa County, Arizona.

EXHIBIT A

Legal Description of Property

SOUTH BASIN (APN# 503-69-003C)

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 East quarter corner of said Section 8 from whence the Northeast corner of Section 8 bears North 00° 06' 47" West (Basis of Bearings) a distance of 2645.52 feet;

Thence North 89° 32' 31" West along the South line of said Northeast quarter a distance of 40.00 feet to the **POINT OF BEGINNING**;

Thence continuing North 89° 32' 31" West along said South line a distance of 1271.95 feet to the Southwest corner of the East half of the Northeast quarter of Section 8;

Thence North 00° 08' 44" West along the West line of said East half of the Northeast quarter of Section 8 a distance of 43.44 feet to the South line of the Beardsley Canal according to Book 584 of Maps, page 19, records of Maricopa County, Arizona;

Thence North 73° 30' 58" East along said South line a distance of 1325.66 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 429.75 feet to the **POINT OF BEGINNING**.

Containing 6.9083 acres.

EXHIBIT A

Legal Description of Property

WELL SITE (APN# 503-70-378)

Tract 6F, Final Plat Final Plat of Rancho Mercado Parcel A6, recorded at Book 1492 of Maps, Page 48, Official Records of Maricopa County, Arizona.

EXHIBIT B

NAME / ADDRESS		ESTIMATE			
Karl Baltutat		DATE		ESTIMATE NO.	
		9/22/2022		1386	
		P.O. NO.		PROJECT	
ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
Mob/Demob	1. Mob/demob drill rig & equipment.	1	LS	65,000.00	65,000.00T
Surface Case	2. Steel surface casing construction	1	LS	22,500.00	22,500.00T
Sound Pan...	A. Sound Panels	0	LF	75.00	0.00T
Well Clea...	2. Drill 16-in borehole	1,261		105.00	132,405.00T
Ream	3. 24- inch borehole reaming	1,261	LF	100.00	126,100.00T
Lost Circu...	A. Lost circulation	0	Hourly	350.00	0.00T
Lost Circu...	B. Drilling fluids used during lost circulation(\$3000.00 allowance).	0	%	0.00	0.00T
Logging	4. Conduct geophysical logging	1	LS	10,000.00	10,000.00T
Zonal Sam...	5. Build Zones and Airlift (10 HR)	8	LS	12,500.00	100,000.00T
Zone Deve...	A. Additional Hourly Time For Zonal Pumping	0	HR	250.00	0.00T
Zonal Sam...	6. Falling Head Test	16	HR	250.00	4,000.00T
Blank Casi...	8. . 16 inch ID, HSLA blank well casing(A606, Type 4, 0.312-inch wall)	644	LF	200.00	128,800.00T
Blank Casi...	9. . 16 inch, HSLA louvered "Ful Flo" casing (A606, Type4, 0.060 slot, 0.312- inch wall)	630	LF	290.00	182,700.00T
Casing Inst...	10. Install Well Casing, screening & Centralizers	1,274	LF	25.00	31,850.00T
BentoniteS...	11. Bentonite Seal	135	CF	75.00	10,125.00T
Silica Sand	12. Silica sand 6 x 9 filter pack	1,633	CF	44.00	71,852.00T
Fine Silica...	13. Fine Silica Sand Seal	21	CF	100.00	2,100.00T
Filter Pack	14. Filter Pack Disinfection	1	LS	5,000.00	5,000.00T
Formation...	15. Formation Stabilizer	640	CF	10.00	6,400.00T
Cement	16. Cement Grout	11.4	CY	600.00	6,840.00T
Air/Lift S...	17. Airlift, swab & development	180	HRLY	425.00	76,500.00T
Test Pump	18. Furnish, Install & remove test pumping,monitoring,& ancillary equipment	1	LS	35,000.00	35,000.00T
Test Pump	19. Pumping test (Development and Step and Constant Rate)	60	Hrly	425.00	25,500.00T
Spinner Test	20. Spinner Logging	1	LS	5,000.00	5,000.00T
Spinner Test	21. Dynamic Sampling	7	Each	2,250.00	15,750.00T
Other Serv...	22. Dummy Test	0	LS	6,500.00	0.00T
Plumbness...	23. Plumbness & alignment test	1	LS	35,000.00	35,000.00T
Plumbness...	24. Video Survey	1	LS	25,000.00	25,000.00T
Delay Time	25. Standby Time With Crew	0	Hrly	450.00	0.00T
Delay Time	A. Standby Time Without Crew	0	Hrly	250.00	0.00T
Price does not include taxes					1,123,422.00
			TOTAL		

EXHIBIT C



KARL BALTUTAT, MAI
Karl Baltutat Valuation Services, LLC
15909 South 11th Way, Phoenix, Arizona 85048
(480) 893-1446 (Phone)
karl@kbvs.com



FORMAL EDUCATION

ARIZONA STATE UNIVERSITY, Tempe, Arizona
Bachelor of Science Degree, Business Administration Real Estate Major

PROFESSIONAL EDUCATION

Appraisal Institute Seminar, "National USPAP Update"
Appraisal Institute Seminar, "Commercial Real Estate Trends Fall Forums"
Appraisal Institute Seminar, "USPAP for Federal Land Acquisitions"
Appraisal Institute Seminar, "Business Practices & Ethics"
Appraisal Institute Seminar, "Subdivision Valuation"
Appraisal Institute Seminar, "Residential Market Analysis/Highest & Best Use"
Appraisal Institute Seminar, "Data Verification Methods"
Appraisal Institute Seminar, "Comparative Analysis"
Appraisal Institute Seminar, "Appraisal Curriculum Overview - General"
Appraisal Institute Seminar, "Appraisal Curriculum Overview - Residential"
Appraisal Institute Seminar, "The Appraiser as an Expert Witness"
Appraisal Institute Seminar, "Arizona Property Tax System Maricopa County GIS"
Appraisal Institute Seminar, "Site Use & Valuation Analysis"
Appraisal Institute Seminar, "Appraisal Policy Changes"
Appraisal Institute Seminar, "Advanced Internet Search Strategies"
Appraisal Institute Seminar, "GIS - Executive Overview"
Appraisal Institute Seminar, "New Technology For Real Estate Appraisers"
Appraisal Institute Seminar, "Scope of Work"
Appraisal Institute Seminar, "Residential Property Construction and Inspection"
Appraisal Institute Seminar, "Market Analysis/Site To Do Business"
Appraisal Institute Seminar, "Marshall & Swift Commercial Cost Training"
Appraisal Institute Seminar, "Eminent Domain & Condemnation"
Appraisal Institute Seminar, "Appraisal Consulting"
Appraisal Institute Seminar, "Condemnation Appraising - Advanced Topics"
Appraisal Institute Seminar, "Condemnation Appraising - Basic Principles"
Appraisal Institute Seminar, "Small Hotel/Motel Valuation"
Appraisal Institute Seminar, "Feasibility, Market Value, Investment Timing"
Appraisal Institute Seminar, "Valuation of Detrimental Conditions"
Appraisal Institute Seminar, "Residential Design & Functional Utility"
Appraisal Institute Seminar, "Appraising From Blueprints and Specifications"
Appraisal Institute Seminar, "Analyzing Operating Expenses"
Appraisal Institute Seminar, "Appraisal of Nursing Facilities"
Appraisal Institute Seminar, "Dynamics of Office Building Valuation"
Appraisal Institute Seminar, "Appraisal of Local Retail Properties"
Appraisal Institute Course, "Highest and Best Use/Market Analysis"
Appraisal Institute Course, "Real Estate Litigation Valuation"

KARL BALTUTAT, MAI - PAGE 2

PROFESSIONAL EDUCATION - CONTINUED

AIREA Course, "Report Writing & Valuation Analysis"
AIREA Course, "Case Studies In Real Estate Valuation"
AIREA Course, "Capitalization Theory & Technique - Part A & B"
AIREA Course, "Real Estate Appraisal Principals"
AIREA Course, "Basic Valuation Procedures"
Condemnation Summit XXVII

APPRAISAL EXPERIENCE

KARL BALTUTAT VALUATION SERVICES, LLC, Phoenix, Arizona
(2004 to Present) Principal; preparation of commercial real estate appraisals, marketability and absorption studies, consultation, litigation support, appraisal review, estate planning, and other real estate studies

LEFEVERS BALTUTAT VALUATION GROUP, INC., Phoenix, Arizona
(1992 to 2004); Principal; preparation of narrative commercial appraisal reports of all property types, various real estate studies, consultation and estate planning

VALLEY NATIONAL BANK, Phoenix, Arizona
(1990 to 1992); Assistant Vice President/Assistant Team Manager; assist team manager in areas of appraisal and appraisal review; preparation of narrative appraisal assignments and reviews of income property appraisal reports

WINIUS MONTANDON, INC., Phoenix, Arizona
(1987 to 1990); Commercial Real Estate Appraiser/Consultant

PROFESSIONAL AFFILIATIONS

Member Appraisal Institute (MAI)
Certified General Real Estate Appraiser in the State of Arizona; #30044
Candidate Advisor; Appraisal Institute (2013-2021)
Admissions Committee Chairman; Appraisal Institute (1997-1999)
Experience Review Committee Member; Appraisal Institute (1993-1997)
Rosewood Village Homeowner's Association President (2017-2021)
Wildtree Homeowner's Association Treasurer (2007-2014)
Affiliate Member Western Pinal Association of Realtors
Guest speaker Arizona State University, Masters of Real Estate Development
Guest speaker Arizona State University, School of Construction

KARL BALTUTAT, MAI - PAGE 3

APPRAISAL ASSIGNMENTS

Vacant Land (Residential, Commercial, Industrial, Agricultural, etc.)
Single-Family Residential Subdivisions
Custom Home Lot Subdivisions
Townhome/Condominium Projects
Master Planned Communities
Apartments
Restaurants
Retail Stores
Shopping Centers
Industrial, Warehouse/Distribution, Manufacturing and Flex Buildings
Professional and Medical Office Buildings

Department of Insurance and Financial Institutions

State of Arizona

CGA - 30044

This document is evidence that: **Karl R. Baltutat** has complied with the provisions of
Arizona Revised Statutes, relating to the establishment and operation of a:

Certified General Real Estate Appraiser

and that the Deputy Director of Financial Institutions of the State of Arizona has granted this license to transact the business of a:

Certified General Real Estate Appraiser

Karl R. Baltutat

This license is subject to the laws of Arizona and will remain in full force and effect until expired, surrendered, revoked or suspended as provided by law.

Expiration Date : **August 31, 2024**

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

PALOMA CREEK WATER COORDINATOR, LLC

Identifying number

440-70-2891

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a ☐ Art* (contribution of \$20,000 or more) | e ☒ Other Real Estate | i ☐ Vehicles |
| b ☐ Qualified Conservation Contribution | f ☐ Securities | j ☐ Clothing and household items |
| c ☐ Equipment | g ☐ Collectibles** | k ☐ Other |
| d ☐ Art* (contribution of less than \$20,000) | h ☐ Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	LAND-FEE SIMPLE INTEREST 17.63 ACRES	GOOD AND AVAILABLE FOR UNTENDED USE	\$9,215,000
B	(SEE ATTACHED APPRAISAL)		
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A	10-2020	ARMS LENGTH TRANSACTION	\$2,115,866	0	\$9,215,000	
B						
C						

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 62299J

Form **8283** (Rev. 12-2021)

Name(s) shown on your income tax return

Identifying number

PALOMA CREEK WATER COORDINATOR, LLC

440-70-2891

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

- 4a** Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶
If Section B, Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ▶
(2) For any prior tax years ▶
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization in Section B, Part V, below):
Name of charitable organization (donee)
Address (number, street, and room or suite no.) City or town, state, and ZIP code
- d** For tangible property, enter the place where the property is located or kept ▶
- e** Name of any person, other than the donee organization, having actual possession of the property ▶

- | | Yes | No |
|--|-----|----|
| 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? | | ✓ |
| b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? | | ✓ |
| c Is there a restriction limiting the donated property for a particular use? | | ✓ |

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

▶ John W. Hrock, Manager, Paloma Creek Water Coordinator, LLC

Signature of

taxpayer (donor) ▶

Date ▶ 10/14/22

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign**Here**

Appraiser signature ▶

Date ▶ 10/14/22

Appraiser name ▶ KARL BALTUTAT, MAI

Title ▶ Managing Member

Business address (including room or suite no.)

KARL BALTUTAT VALUATION SERVICES, LLC 15909 S 11TH WAY

City or town, state, and ZIP code

PHOENIX, AZ 85048

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ▶ ☐ Yes ☐ No

Name of charitable organization (donee)

Employer identification number

CITY OF SURPRISE

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

16000 N CIVIC CENTER PLAZA

SURPRISE AZ 85374

Authorized signature

Title

Date

DATE OF REPORT

September 22, 2022

DATE OF VALUE

September 13, 2022

AN APPRAISAL REPORT OF

**PALOMA CREEK WATER COORDINATOR, LLC
Two Vacant Land Parcels Located West Of 147th Avenue
North And South Of The Beardsley Canal, And A Well Site
Located In The Rancho Mercado Planned Community,
Surprise, Arizona**

PREPARED FOR

**John Wittrock
Paloma Creek Water Coordinator, LLC
8601 N. Scottsdale Road, Suite #335
Scottsdale, Arizona 85253**

PREPARED BY

**Karl Baltutat, MAI
Certified General Real Estate Appraiser #30044
Karl Baltutat Valuation Services, LLC
15909 South 11th Way
Phoenix, Arizona 85048
KBVS Job No. 22-429**

September 22, 2022

John Wittrock
Paloma Creek Water Coordinator, LLC
8601 N. Scottsdale Road, Suite #335
Scottsdale, Arizona 85253



Re: PALOMA CREEK WATER COORDINATOR, LLC - Two vacant land parcels, totaling 17.047 acres, located west of 147th Avenue north and south of the Beardsley Canal, and a well site located on a 25,545 square foot site, in the Rancho Mercado master planned community, Surprise, Arizona; the combined land area for the properties to be donated is 17.63 acres

Dear Mr. Wittrock:

The subject of this appraisal are dedications of two vacant land parcels (North Parcel - 10.1387 acres and South Parcel - 6.9083 acres), and a well site (Rancho Mercado Well Site) to the City of Surprise. At your request, an Appraisal Report has been prepared to develop opinion of the fair market value of these dedications. The client for this appraisal is the Paloma Creek Water Coordinator, LLC, while the intended users including the client, the City of Surprise and the Internal Revenue Service. The intended use is to establish fair market value for a Noncash Charitable Contribution associated with the dedications of the two vacant land parcels and the well site.

The analyses, opinions, and conclusions were developed, and this report has been prepared in conformance with, my interpretation of the guidelines and recommendations set forth in the 2020-2022 edition of the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to IRS Real Property Valuation Guidelines. The appraised properties were inspected on September 13, 2022, which represents the effective date of the fair market value.

After considering all facts available, subject to the underlying assumptions and limiting conditions included, it has been concluded, the fee simple interest in the subject properties had the following fair market value, as of September 13, 2022, of:

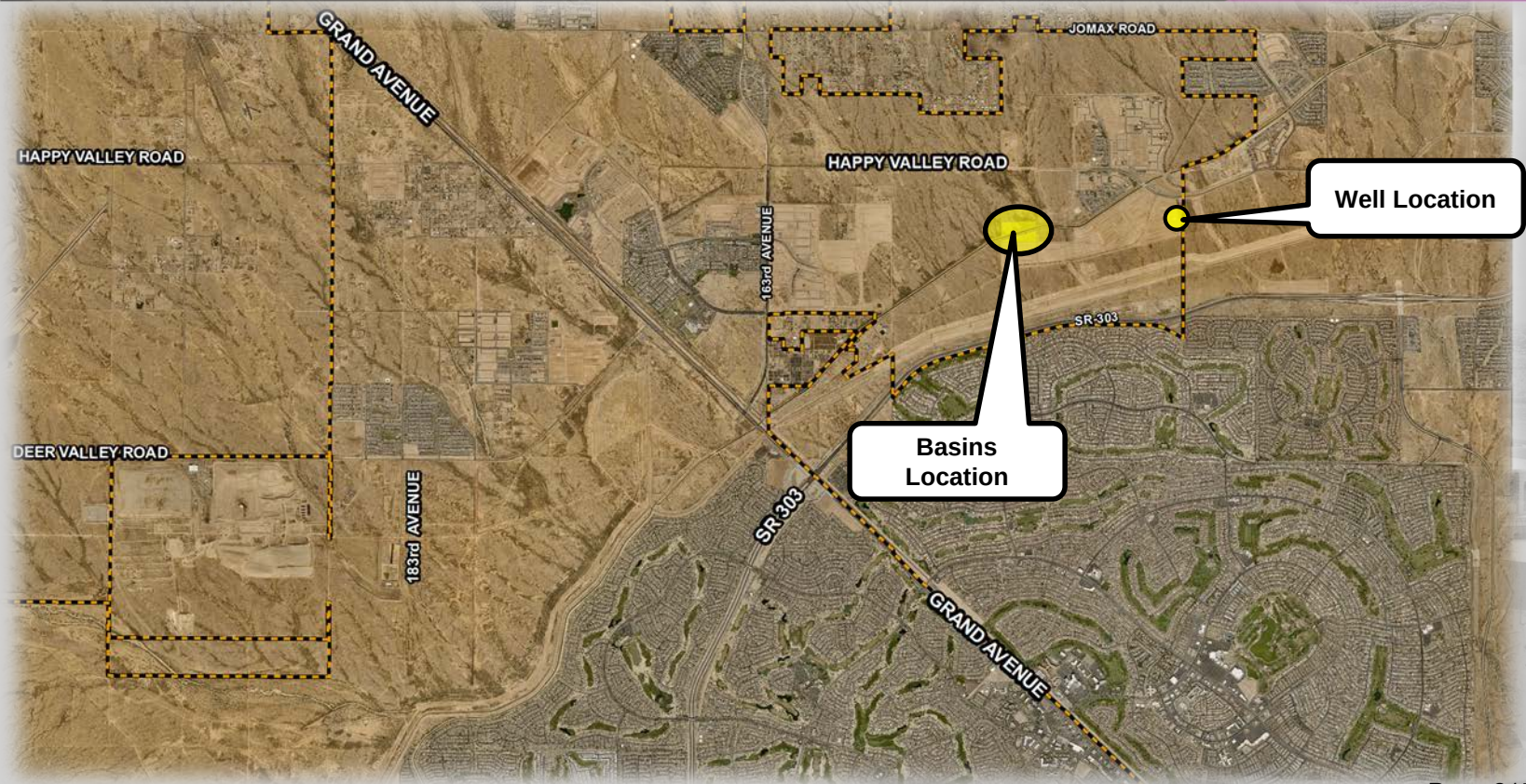
**NINE MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS
(\$9,215,000)**



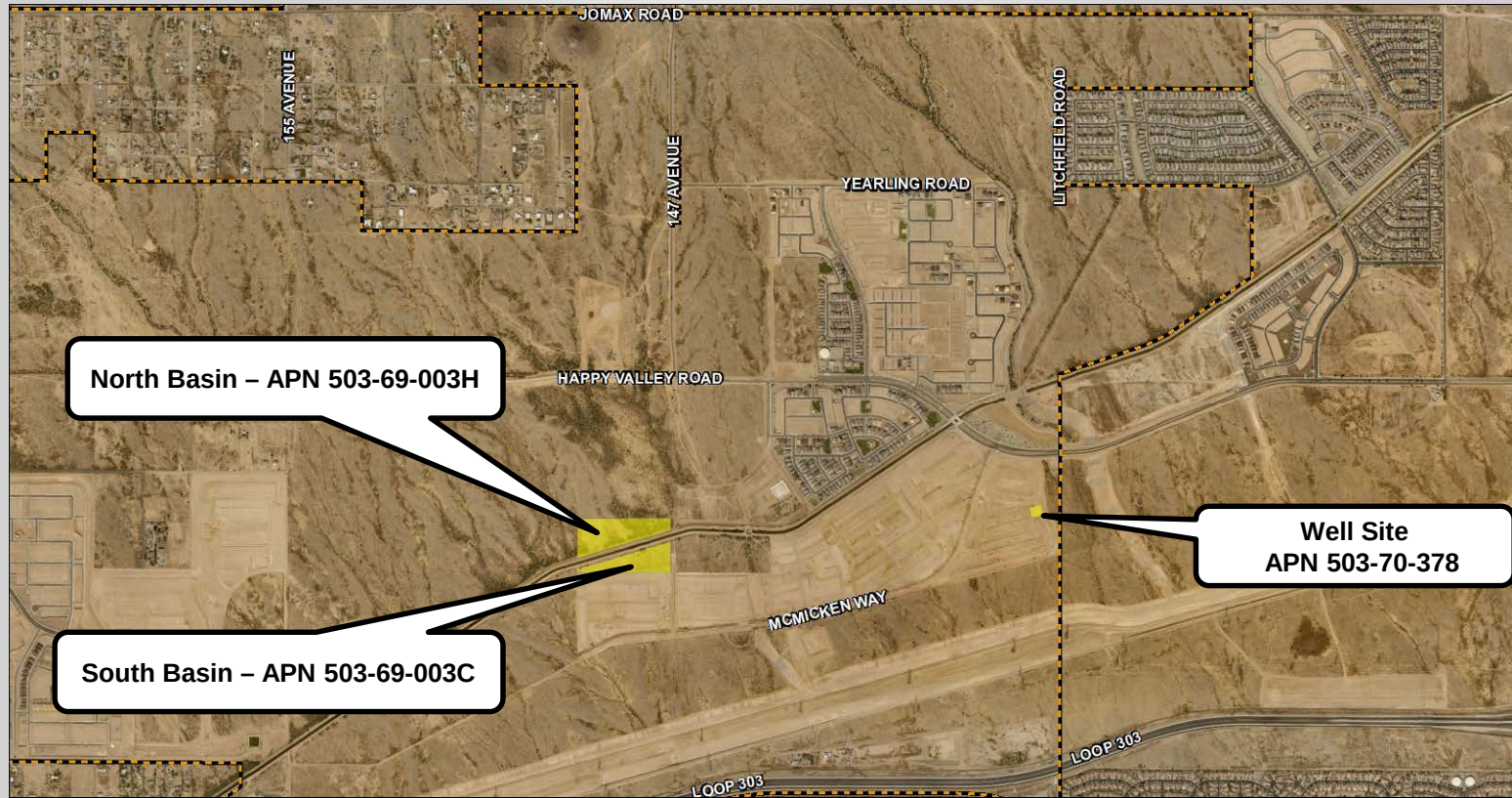
Dedication of the North & South Recharge Basins and Well Site

City Council – December 6, 2022

VICINITY MAP



LOCATION MAP





QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 6, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to acceptance of a Sewer Line Easement from Kent Xander and Wittrock Land 4 LLC, near San Ysidro and 156th Avenue.

Motion:

I move to accept the Sewer Line Easement from Kent Xander and Wittrock Land 4 LLC.

Background:

Kent Xander and Wittrock Land 4 LLC, owners of Bonita Place, would like to grant a sewer line easement to the City of Surprise. The easement will give Dande Development, the adjacent owner, access through Bonita Place to connect to the existing sewer line along San Ysidro Road. Granting the easement will allow the Dande Development property to move forward with development when they are ready, without relying on Bonita Place to develop.

Objective Analysis:

Approval of this item will allow future development to connect to the City's sewer to provide services to those properties.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Bonita Place Sewer Line Easement
 2. Bonita Place Sewer Line Easement Map
-

WHEN RECORDED, RETURN TO:

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

SEWER LINE EASEMENT

This Sewer Line Easement (the "Easement") Agreement is executed this ____ day of September, 2022, by and between Kent A. Xander, a married man as his sole and separate property, as to an undivided 50% interest and Wittrock Land 4, LLC, an Arizona limited liability company, as to an undivided 50% interest, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Deed # 2021-1335686, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive sewer line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".
- C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:
 - a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the sewer line for installation and maintenance of a sewer line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Sewer Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said sewer line.
 - b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold the Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to

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

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

WITTROCK LAND 4, LLC, an Arizona
limited liability company

By: Wittrock Investments, LLC, an Oklahoma
limited liability company, its Member

By: [Signature]
Name: John Wittrock
Title: Manager

[illegible]

The foregoing instrument was acknowledged before me this 9th day of August, 2022, by John Wittrock, known by me as Manager of WITTROCK INVESTMENTS, LLC, an Oklahoma limited liability company, as Member of WITTROCK LAND 4, LLC, an Arizona limited liability company.




Notary Public

My Commission Expires:

3/3/2026

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

 Skip Hall
Its: Mayor

Attest:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

Notary Public

My Commission Expires:



Exhibit "A"
Easement Area

Job No. 21-0184

August 10, 2022

A SEWER EASEMENT WITHIN A PARCEL OF LAND BEING DESCRIBED IN DOCUMENT 2021-1335686 MARICOPA COUNTY RECORDERS (MCR) LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7 AND THE EAST 3.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS POSSIBLE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, BEING AN ALUMINUM CAP WITH RLS 36562, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 7, BEING A BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, A DISTANCE OF 2638.25 FEET (**BASIS OF BEARING**);

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, A DISTANCE OF 1318.72 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, NORTH 89 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 657.05 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, NORTH 89 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE ALONG A LINE PARRALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER, NORTH 00 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 659.29 FEET;

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2021\21-0184\Land Survey\Legals\21-0184 San Ysidro - Sewer Easement\21-0184 Sewer Easement - Legal Description.docx



THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 44 MINUTES 39 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 659.29 FEET TO THE **POINT OF BEGINNING.**

SAID SEWER EASEMENT CONTAINS AN AREA OF 13,186 SQUARE FEET OR .3027 ACRES, MORE OR LESS.



EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2021\21-0184\Land Survey\Legals\21-0184 San Ysidro - Sewer Easement\21-0184 Sewer Easement - Legal Description.docx

EXHIBIT "B"

Aug 10, 2022 12:46pm S:\Projects\2021\21-0184 Land Survey\Legals\21-0184 Sewer Easement - Layout.dwg

APN 503-56-025

APN 503-56-023

APN 503-56-022

FND ALUMINUM CAP
"RLS 36562 2007" AT THE
NE COR SEC 7, T4N, R1W
(POINT OF COMMENCEMENT)

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°44'19"W	20.00'
L2	N00°11'14"W	659.29'
L3	S89°44'39"E	20.00'
L4	S00°11'14"E	659.29'

SEWER EASEMENT AREA
13,186 SQUARE FEET OR
0.3027 ACRES

POINT OF BEGINNING
(TIE LINE)
657.05'

N89°44'19"W

1318.72'

1319.53'

(BASIS OF BEARINGS)
S0°12'49"E 2638.25'

EAST LINE OF THE NE 1/4 SEC 7, T4N, R1W

REEMS ROAD

FND BRASS CAP FLUSH
AT THE E 1/4 COR
SEC 7, T4N, R1W



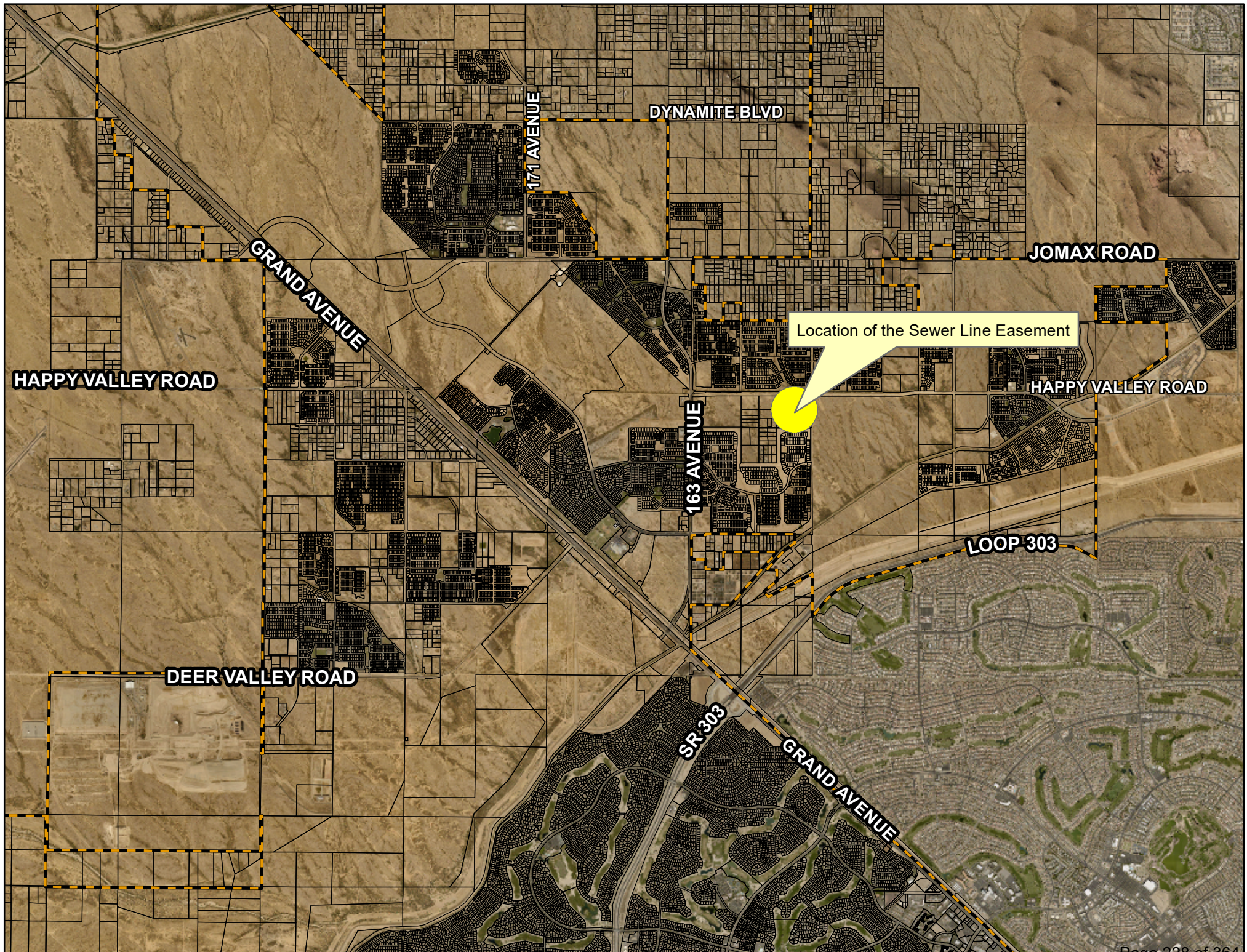
50 0 100
scale feet

21-0184

SEWER EASEMENT DEPICTION



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



Location of the Sewer Line Easement



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 6, 2022

Contact Person: Brenden Espie, ASSISTANT FIRE CHIEF

Submitting Department: Fire - Medical

District: Internal

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 (IGA) between the City of Surprise and the City of Phoenix for automatic aid emergency dispatch services; Resolution #2022-113.

Motion:

I move to approve Resolution #2022-113.

Background:

The City of Surprise Fire-Medical Department has been a member of the Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement and the Central Arizona Life Safety Council for many years. The Automatic Aid System has been in existence since 1976 to provide the highest levels of service in conjunction with the most effective use of local fire department/district resources working collaboratively through intergovernmental cooperation. This Agreement encourages the development of cooperative procedures and protocols, including, but not limited to, the possibility of joint purchasing, coordination of communications, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance each participant's ability to fulfill its mission. The Surprise Fire-Medical Department wishes to continue the partnership with the City of Phoenix and automatic aid partners to provide the highest possible level of service to the citizens.

Objective Analysis:

The Phoenix Fire Automatic Aid System is very efficient because the nearest appropriate equipment and personnel are sent to an incident. All Parties to this Agreement agree that its purpose is to provide a highly efficient, effective and mutually beneficial relationship among multiple regional jurisdictions to provide for the overall public safety of the region through an Automatic Aid System. This Agreement will continue to allow for an automatic response of the closest, most appropriate fire department/district resources.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

The ongoing costs incurred through the IGA are budgeted for in the current Fire-Medical General Fund and Ground Ambulance Fund base budgets. Future costs will be dictated by the City's usage of the system and will be included in future base budget requests.

Budget Impact:

This agreement will not have a budgetary impact. All expenses have been budgeted as an ongoing expense. Any infrastructure necessary to operate future fire stations will be addressed through bond monies or CIP funds used to fund the fire station itself.

FTE Impact:

No FTE impact.

ATTACHMENTS:

1. AA Agreement 2022 Final (MASTER)
 2. 22.11.09 Res2022-113-Automatic Aid IGA_
-

INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL METROPOLITAN PHOENIX FIRE SERVICE AUTOMATIC AID

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as "Participants," or "Parties," and sometimes referred to individually as "Participant" or "Party"), to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this Agreement (the "Automatic Aid System"). The initial Participants are listed in Attachment A to this Agreement, which Attachment shall be amended upon the addition of new members as set forth herein.

RECITALS

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and

WHEREAS, the Automatic Aid System has been in existence since 1976 to provide the highest levels of service in conjunction with the most effective use of local fire department/district resources working collaboratively through intergovernmental cooperation; and

WHEREAS, the Participants in the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their respective communities; and

WHEREAS, the safety of the employees of each Participant is paramount; and

WHEREAS, this Agreement shall encourage the development of cooperative procedures and protocols, including, but not limited to, the possibility of joint purchasing, coordination of communications, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance each Participant's ability to fulfill its mission; and

WHEREAS, the Participants are committed to demonstrate public equity through reasonable commitment and distribution of resources within their jurisdictions to ensure that no Participant unfairly benefits at the expense of other Participants and that jurisdictional equity and autonomy is maintained; and

WHEREAS, it is the desire of the Participants to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the Participants that the decision to

enter into this Agreement constitutes a fundamental governmental policy of the Parties hereto and, by entering this Agreement each Participant has made the determination that the policies and procedures set forth in this Agreement constitute the proper use of the resources available with respect to the provision of governmental services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel; and

WHEREAS, it is the desire of the Participants to initiate and/or renew their support for an Automatic Aid System for fire department/district services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - PURPOSE AND AUTHORITY

- 1.1 Purpose.** All Parties to this Agreement agree that its purpose is to provide a highly efficient, effective and mutually beneficial relationship among multiple regional jurisdictions to provide for the overall public safety of the region through an Automatic Aid System. This Agreement will continue to allow for an automatic response of the closest, most appropriate fire department/district resources.
- 1.2 Authority.** The Parties acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes ("A.R.S.")
- 1.3 Effect on Prior Agreements.** The Parties further understand that this Agreement supersedes any previous automatic aid agreements between any of the Parties hereto.

ARTICLE 2—AUTOMATIC AID ELIGIBILITY STANDARDS AND REQUIREMENTS

To be eligible to participate in the Automatic Aid System, a Participant shall meet the standards and requirements set forth in this Article at all times during the Term of this Agreement. Any Participant failing to meet these eligibility standards and requirements is subject to removal from the Automatic Aid System as prescribed herein.

- 2.1 Allocation of Resources.** It is agreed that the scope of this Agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments/districts in the Automatic Aid System.

- A. **Standard Automatic Dispatch.** The Participants executing this Agreement agree to dispatch their respective assigned fire department/district units on an automatic basis. The Computer Aided Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.
- B. **Specialized Unit Dispatch.** Participants agree the assignment of a specialized unit to an incident relies on predefined response levels (as predefined by Volume II Standard Operating Procedure Phoenix Fire Department) to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources that may be made by an incident commander and is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders. Members assigned to a specialized unit will be required to complete all initial training and continuing education requirements of the specialty. The current recognized regional Special Operations training program is the Phoenix Fire Department Special Operations training program. The inclusion of other recognized training programs will be approved by the Life Safety Council.

2.2 Standard Service Requirements. Participants in this Agreement agree to the following standard service requirements as the primary response system elements:

- A. **Communications and Dispatch.** All Participants must be part of the Phoenix Fire Regional Dispatch System or the Mesa Fire Regional Dispatch System. All Participants must also be a member of either the Phoenix Regional Wireless Cooperative (“PRWC”) or the Topaz Regional Wireless Cooperative (“TRWC”). Departments/Districts that enter the system that are not members of PRWC or TRWC shall have an active plan to become members within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response. These Regional Dispatch Systems will use a Computer Aided Dispatch (“CAD”) system that automatically selects the closest, most appropriate Participants’ unit(s) for dispatch. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.
 - (1) The CAD system will allow the most appropriate emergency response unit closest to an emergency to be dispatched automatically— regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The CAD system utilizes Automatic Vehicle Location (“AVL”) equipment to

discern the location of emergency response units and a computerized Geographic Information System (“GIS”) to discern the location of the emergency call. The AVL and GIS systems allow the CAD system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. Each Automatic Aid System Participant shall ensure that its respective emergency response apparatus and vehicles are equipped with AVLs.

- (2) The Regional Dispatch System relies on a consistent and preplanned system of communications. Communications support for Participants includes a comprehensive radio system with multiple tactical radio frequencies. Participants are required to provide for their individual needs to ensure consistent, interoperable and safe communications not only within their jurisdictional areas, but within the entire Automatic Aid System.
- (3) If the Life Safety Council decides at any time that additional communications infrastructure is necessary to meet the operational requirements of the Automatic Aid System, each Participant will be responsible for all costs, authorizations and/or agreements to maintain interoperable communications within its jurisdictional boundaries.

B. Command Procedures. All Participants will use standard command procedures. A standardized Incident Management System (“IMS”) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The IMS and associated standard operating procedures adopted for use by all Automatic Aid Participants is the Phoenix Fire Department’s Standard Operating Procedures in the Phoenix Volume II Manual (which can be obtained by sending an e-mail to firechief.pfd@phoenix.gov), or the Mesa Fire and Medical Department Standard Operating Procedures 200 Series available at fireinfo@mesaaz.gov.

C. Incident Management and Minimum Company Standards. Participants shall use the same set of procedures for Incident Management and Minimum Company Standards according to Volume II, Standard Operating Procedures Phoenix Fire Department (basic evolutions used by the fire service) or the Mesa Fire and Medical Department Standard Operations Procedures 200 Series. It is required that Command Officers that function in an Operational response capacity, attend at least 50% of the Command Officer training curriculum offered at the Phoenix Fire Department Command Training Center, or as determined by the Central Arizona Life Safety Response System Council. Participants that do not meet this

requirement are subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

- D. **Incident Safety Officer.** To ensure safety, all Participants agree that their standard operating procedures and command procedures shall match those adopted by the Life Safety Council. To do this, Participants shall use an Incident Safety Officer System (“ISOS”) that will follow NFPA Standard 1521.
- E. **Compatible Equipment.** To ensure compatibility of equipment, Participants shall maintain an inventory of equipment (based on National Fire Protection Association (“NFPA”) standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by all applicable NFPA standards).
- F. **Standardized Numbering and Terminology.** Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations as established and maintained by the Life Safety Council.
- G. **Standardized Response Criteria.** Participants shall use standardized response criteria (*i.e.*, pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and International Organization for Standardization (“ISO”) recommendations). The CAD system can tailor the response to specific types of incidents by jurisdiction, or part of a jurisdiction, upon request by the jurisdiction needing the tailored response. This includes the capability to automatically dispatch selected specialty units.
- H. **Staffing Levels.** Full staffing as described in NFPA 1710 on engines and ladders provides the most efficient and effective personnel safety and service delivery to the public. System Participants recognize the importance of service delivery and personnel safety issues. The minimum daily staffing level for all engines and ladders shall be four (4) members which is “full staffing” under NFPA 1710.
 - **Temporary Reduction in Staffing.** Full staffing may be temporarily reduced to three (3) trained personnel for up to a total of 8 hours in any 24-hour shift period. Departments/Districts that enter the system with a staffing level of three (3) members on any engine and/or ladder shall have an active plan to accomplish full staffing within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the

Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response.

- **Other Reductions in Staffing; Changes to Deployment Model.** Any Participants that have reached full staffing, that then subsequently reduce staffing below full staffing, or make significant changes to their deployment model, shall be subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

I. **Minimum Firefighter Training Standards.** To ensure safety, baseline knowledge and a consistent approach to performing tactical operations, all participants agree to require that all emergency response employees receive initial firefighter recruit training through a recognized regional fire training academy or through an alternative method, as approved by the Life Safety Council, which meets the published curriculum. The four-currently recognized regional fire training academies are Phoenix, Mesa, Glendale and Chandler.

2.3 **Reciprocity; No Guaranty of Perfect Equity.** Participants agree that automatic aid is reciprocal. While this does not ensure that a Participant's jurisdiction will receive the exact amount of assistance it gives, it does mean that all Participants will provide assistance outside their jurisdictional boundaries and that the level of service delivered, and decisions made within the Automatic Aid System will be mutually beneficial to all Participants in the system and will maintain general equity among all Participants to the greatest degree possible.

2.4 **Ownership of Property and Equipment.** Each Participant shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.

2.5 **No Reimbursement for Services.** Except as specifically agreed to by the Parties involved in a specific incident, none of the involved Parties shall be reimbursed by any of the others for any costs incurred in responding pursuant to this Agreement. In the event of formally declared disasters, however, Participants may directly apply for reimbursements from County, State and/or Federal agencies as appropriate.

ARTICLE 3—LIFE SAFETY COUNCIL; VOTING

3.1 **Life Safety Council.** The Participants shall be jointly responsible for administering this Agreement through the Central Arizona Life Safety Response

System Council (the "Life Safety Council"). The purpose of the Life Safety Council is to ensure the effective and efficient operation of the Automatic Aid System. Each

Participant is a member of the Life Safety Council and is expected to participate in scheduled meetings.

A. Composition. The Fire Chief from each Participant shall serve as the official representative to the Life Safety Council from that jurisdiction. The Fire Chief may appoint an alternate to attend Life Safety Council meetings.

B. Responsibilities. The responsibilities of the Life Safety Council shall be as follows:

- (1) Evaluate requests to participate in this Automatic Aid Agreement from other fire departments/districts that are dispatched by the Phoenix Dispatch Center or Mesa Dispatch Center. Requests for participation will be evaluated to ensure compliance with the Automatic Aid Eligibility Standards and Requirements prescribed herein and to determine impact upon existing Participants.
- (2) Evaluate proposed modifications to a Participant's service delivery model for compliance with the criteria established herein and for impact on other Participants.
- (3) Establish such technical committees or working groups as may be necessary for the efficient and effective operation of the Automatic Aid System.
- (4) Develop, approve or modify such technical documents as may be necessary for the efficient and effective operation of the Automatic Aid System.
- (5) Develop, within the first year of this Agreement, Life Safety Council bylaws establishing Life Safety Council procedure, such as and without limitation, notice of meetings, the taking of meeting minutes, the distribution of minutes, etc.
- (6) Evaluate and consider for adoption national benchmarks as may be appropriate for implementation within the Automatic Aid System.
- (7) Develop, approve or modify alternative response models as appropriate based on the area served by the Participants (i.e. urban, suburban, rural), which may be subsequently implemented by Participants.
- (8) Establish methods for service measurement, provided that:
 - (a) "Time of dispatch" will be measured from the point in time at which the Dispatch and Deployment Center has notified the

station, or the responding unit out of the station, of the call through the station alert system, radio, or Mobile Computer Terminal ("MCT").

(b) "Response time" will be measured from the Time of Dispatch to the time of arrival on-scene.

(9) Vote on all actions that will significantly or materially impact or change the responsibilities of the Life Safety Council and/or the automatic aid eligibility standards and requirements for the Participants', as prescribed in this Agreement, utilizing the voting process set forth below.

3.2 Voting Process. For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined (see Attachment B). This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

3.3 Passage. In order to pass, all matters to be voted on by the Life Safety Council will require a simple majority vote for Tier 1 voting, and for Tier 2 voting, a majority vote of at least fifty-one (51) percent is required.

ARTICLE 4—SERVICE AREA CHANGES

4.1 Service Area Changes. Certain changes to a Participant's operations within its service area have the potential to negatively affect its neighboring Participants and ultimately negatively affect the Automatic Aid System in its entirety. The occurrence of the following events is subject to review by the Life Safety Council.

A. Reduction in Service Levels. If at any time while this Agreement is in effect, an Automatic Aid System Participant desires to, close a fire station and/or increase its geographical/jurisdictional boundaries to include an area more than five (5) square miles, or reduce its level of fire, medical or

emergency services provided within its municipal or jurisdictional boundaries, the Automatic Aid System Participant desiring to initiate the change and prior to initiating the change, will give a minimum of 120 day notice to all Parties for a 30 day review period for any potential impacts to the system. This notice shall include a proposed plan on how the notifying party will maintain the requirements and standards set forth in Article 2 of this Agreement. If after review, it is determined by any Participant that the change will result in a change to the response order of another jurisdiction's primary response units or any other negative impact to any jurisdiction or to the system as a whole, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the proposed newly modified area will remain eligible for automatic aid response or if the proposed newly modified area will then default to a mutual aid response. The Council will utilize the voting process set forth in this Agreement.

ARTICLE 5–MUTUAL AID AND OTHER AGREEMENTS

- 5.1 Mutual Aid Areas.** Calls to response areas outside of the jurisdictional boundaries of the Participants in the Automatic Aid System will be considered mutual aid when such written agreements between relevant parties exist or when a Participant has been defaulted from the Automatic Aid System and deemed a Mutual Aid Member (as set forth in Article 4, Service Area Changes). Requests for and responses to mutual aid will be at the sole discretion of the parties involved. Any response to a mutual aid jurisdiction by a Participant will not bind any other Participant to respond. Under these circumstances, a mutual aid request may require approval by the highest ranking on-duty fire officer of the Participant asked to provide the resources.
- 5.2 Other Agreements.** Nothing in this Agreement shall limit the ability of any or all the Parties from continuing to perform under existing agreements (other than any previous automatic aid agreements between any of the Parties, hereto, which upon execution of this Agreement are superseded), entering into future agreements, or agreeing to participate in more specific contracts for services, mutual assistance or automatic response(s) or prohibit any of the Parties from providing emergency assistance to another jurisdiction that is not a Participant in this Agreement. Such agreements will not be binding on or commit any other Participants to provide automatic aid or mutual aid to the other jurisdiction; such other future agreements also do not extend any rights associated with this Agreement to any other entity that is not a Party.

ARTICLE 6–TERM OF THE AGREEMENT

- 6.1 Term; Renewal.** This Agreement shall commence on December 20, 2022, and shall continue in force through December 19, 2032, or until terminated by formal act of the Parties. This Agreement shall automatically renew for successive five-

year terms, unless terminated earlier by formal act of the Parties.

- 6.2 Termination.** If an individual Party wishes to terminate its participation in this Agreement, it shall provide all Participants 120 days' formal notice, in writing, of intention to terminate. That terminating party's termination will then be effective on the 121st day after notice has been provided, unless the notice to terminate has been withdrawn.

ARTICLE 7—GENERAL TERMS AND CONDITIONS

- 7.1 No Third-Party Beneficiaries.** The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 7.2 Workers' Compensation.** To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.
- 7.3 Immigration Requirements.** To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. 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.
- 7.4 No Joint Venture.** No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
- 7.5 Notices.** Any notice to be provided to a Party or Parties to this Agreement shall be satisfied by sending a written letter by U.S. mail, certified, return receipt to the current fire chief of each respective Participant. Notice shall be deemed effective five days after mailing.
- 7.6 Cancellation for Conflicts of Interest.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 7.7 No Israel Boycott.** In accordance with A.R.S. § 35-393.01, by entering into this

Agreement, each Participant certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation

Jeffrey Barton, City Manager

By: _____

Michael J. Duran

Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant Chief Counsel

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF PHOENIX

By: _____

David Lavelle

Assistant Chief Counsel

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF AVONDALE, a municipal corporation

By: _____
Cherlene Penilla
Acting City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF AVONDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Mark Burdick
Fire Chief

ATTEST:

Authority Administrative Director

APPROVED AS TO FORM:

Authority Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Authority Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF BUCKEYE a municipal corporation

By: _____
Daniel Cotterman
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF BUCKEYE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

BUCKEYE VALLEY FIRE DISTRICT

By: _____
Mark Burdick
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

BUCKEYE VALLEY FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF CHANDLER, a municipal corporation

By: _____
Joshua Wright
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF CHANDLER

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DAISY MOUNTAIN FIRE AND MEDICAL

By: _____
Brian Tobin
Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

DAISY MOUNTAIN FIRE AND MEDICAL

By: _____
Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF EL MIRAGE, a municipal corporation

By: _____
Crystal Dyches
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF EL MIRAGE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GLENDALE, a municipal corporation

By: _____
Kevin Phelps
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF GLENDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GILBERT, a municipal corporation

By: _____
Patrick Banger
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF GILBERT

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Karins
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF GOODYEAR

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GUADALUPE, a municipal corporation

By: _____
Valarie Molina
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF GUADALUPE

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MARICOPA, a municipal corporation

By: _____
Rick Horst
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MARICOPA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MESA, a municipal corporation

By: _____
Chris Brady
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MESA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PEORIA, a municipal corporation

By: _____
Jeff Tyne
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF PEORIA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF QUEEN CREEK, a municipal corporation

By: _____
John Kross, ICMA-CM
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF QUEEN CREEK

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

RIO VERDE FIRE DISTRICT

By: _____
Jay Ducote
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

RIO VERDE FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SCOTTSDALE, a municipal corporation

By: _____
David D. Ortega
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF SCOTTSDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUN CITY FIRE DISTRICT

By: _____
Rob Schmitz
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SUN CITY FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
John Whitney
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF SURPRISE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TEMPE, a municipal corporation

By: _____
Andrew Ching
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF TEMPE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TOLLESON, a municipal corporation

By: _____
Reyes Medrano Jr.
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF TOLLESON

By: _____
City Attorney

Date: _____

ATTACHMENT A

AUTOMATIC AID SYSTEM PARTICIPANTS

	PARTICIPANT	DATE APPROVED
1	Avondale Fire and Medical	
2	Arizona Fire and Medical Authority	
3	Buckeye Fire and Medical	
4	Buckeye Valley Fire District	
5	Chandler Fire Department	
6	Daisy Mountain Fire and Medical	
7	El Mirage Fire Department	
8	Glendale Fire Department	
9	Gilbert Fire Department	
10	Goodyear Fire Department	
11	Guadalupe Fire Department	
12	Maricopa Fire Department	
13	Mesa Fire and Medical	
14	Peoria Fire and Medical	
15	Phoenix Fire Department	
16	Queen Creek Fire Department	
17	Rio Verde Fire District	
18	Scottsdale Fire Department	
19	Sun City Fire District	
20	Superstition Fire and Medical	
21	Surprise Fire and Medical	
22	Tempe Fire and Medical	
23	Tolleson Fire Department	

ATTACHMENT B

VOTING PROCESS and WEIGHTED VOTE PERCENTAGE

For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined. This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

Call Volume by Jurisdiction					
Jurisdiction	#Incidents	%Incidents	Vote	Yes	No
Arizona Fire and Medical Authority	14,786	2.44%			
Avondale Fire and Medical	10,551	1.74%			
Buckeye Fire and Medical	8,695	1.43%			
Buckeye Valley Fire District	2,191	0.36%			
Chandler Fire, Health & Medical	26,027	4.29%			
Daisy Mountain Fire and Medical	4,845	0.80%			
El Mirage Fire Department	3,312	0.55%			
Goodyear Fire Department	10,922	1.80%			
Gilbert Fire Department	21,331	3.52%			
Glendale Fire Department	34,782	5.73%			
Guadalupe Fire Department	1,134	0.19%			
Maricopa Fire Department	6,092	1.00%			
Mesa Fire and Medical	82,815	13.65%			
Peoria Fire and Medical	22,829	3.76%			
Phoenix Fire Department	241,565	39.83%			
Queen Creek Fire Department	8,360	1.38%			
Rio Verde Fire District	898	0.15%			
Scottsdale Fire Department	37,188	6.13%			
Sun City Fire District	11,135	1.84%			
Superstition Fire and Medical District	7,779	1.28%			
Surprise Fire and Medical	18,602	3.07%			

Tempe Fire and Medical	28,502	4.70%			
Tolleson Fire Department	2,210	0.36%			
Grand Total	606,551	100.00%			

RESOLUTION # 2022-113

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL METROPOLITAN PHOENIX FIRE SERVICE AUTOMATIC AID WITH OTHER MARICOPA COUNTY ENTITIES TO CONTINUE PARTICIPATION IN THE AUTOMATIC AID SYSTEM.

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, the Automatic Aid System seeks to provide the most efficient, safe, and effective method of delivering fire-rescue-medical services to its participating communities by dispatching the closest available resource regardless of which jurisdiction the resource belongs to;

WHEREAS, Maricopa County Fire and Medical agencies have assisted in other in providing emergency fire-rescue-medical services since as long ago as 1976 through the Automatic Aid System;

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the continuation of the Automatic Aid System in Maricopa County; and

WHEREAS, City of Surprise desires to continue its participation in the Automatic Aid System.

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

Section 1. The City is hereby authorized to enter into the Intergovernmental Agreement For the Regional Metropolitan Phoenix Fire Service Automatic Aid with other Maricopa County, Arizona, entities to participate in the automatic aid system attached hereto as Exhibit A. Those other entities are listed on Attachment A, which is a part of and attached to Exhibit A.

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.

SIGNATURES APPEAR ON THE NEXT PAGE

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

*INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL
METROPOLITAN PHOENIX FIRE SERVICE AUTOMATIC AID*



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 6, 2022
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public improvements at Rancho Mercado Parcel A4, generally located South of Happy Valley Road and North of West McMicken Way; Resolution # 2022-112.

Motion:

I move to approve Resolution #2022-112.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rancho Mercado Parcel A4, generally located South of Happy Valley Road and North of West McMicken Way on or about July 5th, 2022, totaling 190,730 SY (approximately 6,811 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain and wastewater lines.

Objective Analysis:

The improvements to this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the city's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$2,119,539.70.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, Water Operations, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated into future years' budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2022-112 Accept Infra Rancho Mercado A4
 2. 02_Notice Of Completion Letter
 3. 03_Inspector Project Sign Off Form
 4. item 7 04_Linear Foot Verification (002)
-

RESOLUTION # 2022-112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO PARCEL A4 GENERALLY LOCATED AT SOUTH OF HAPPY VALLEY ROAD AND NORTH OF WEST MCMICKEN WAY.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "RANCHO MERCADO PARCEL A4" on, South of Happy Valley Road and North of West McMicken Way;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the developer also installed water lines, sewer lines, and drainage infrastructure. The roadway improvements, sewer lines, water lines and drainage infrastructure are all collectively referred to as "Public Improvements";

WHEREAS, Brookfield Holdings (Mercado) LLC, the developer of Rancho Mercado, dedicated to the City the Public Improvements, generally located at South of Happy Valley Road and North of West McMicken Way;

WHEREAS, on or about July 5th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and Public Improvements.

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

Section 1. The City of Surprise conditionally accepts the Public Improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the Public Improvements.

APPROVED AND ADOPTED this _____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

Rancho Mercado
Phase 2 Parcel A4

 SEWER
 WATER
 DRAINAGE
 ROADWAY
 Asphalt/Pavement,
 Concrete (Curb &
 Gutter, Sidewalk)

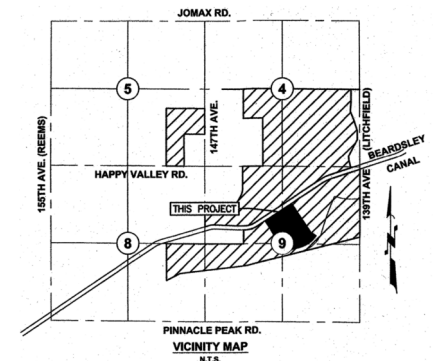


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 10/21/2022
Re: RANCHO MERCADO PHASE 2 PARCEL A4 FINAL PLAT

The public improvements for the above project have been completed and are tentatively scheduled for the December 6th, 2022 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$584,740.00
City Concrete	\$642,805.00
City Sewer	\$511,666.70
City Water	\$333,397.20
City Drainage	\$46,930.80
Total	\$2,119,539.70

July 11, 2022

Taylor Morrison
4900 E Scottsdale Rd #2200
Scottsdale, AZ 85251

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO
PHASE 2 PARCEL A4 FINAL PLAT – FS18-672**

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

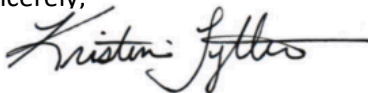
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

If you have any questions or concerns, you can reach me at 623-222-6153 or at kristin.tytler@surpriseaz.gov.

Sincerely,



Kristin Tytler, P.E.
Public Works Director

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 2/23/2022 Commercial Commercial w/Offsite ☒ Residential

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

11/03/2021 Date of Punch-List Walk 1/26/2022 Date Punch-List Completed

FS Number: FS18-672 Permit Number(s): E19P-0428;0430; 0431; 0432; 0427; 04

Project Name: Rancho Mercado Phase 2 A4 Final Plat

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

Mark Clouse ; Taylor Morrison/Arizona INC 4900 E Scottsdale Rd 2200, Scottsdale AZ 85251

Mclouse@taylormorrison.com

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Alameda RD	Local	143rd Dr	142nd Dr	2	1/4	N/A
Calle Lejos	Local	143rd Dr	142nd Dr	2	1/4	N/A
Sand Hills Rd	Local	143Rd Dr	142nd Dr	2	1/4	N/A
Soft Wind Dr	Local	143rd Dr	142nd Dr	2	1/4	N/A
Avenida Del Sol	Local	Cul-de-sac	142nd Dr	2	1/4	N/A

MATERIALS:

Asphalt: Southwest Asphalt Supplier 2.5 Total Lane Miles 21576 Total Square Yards

Water: 8" C-900 Size/Type 6826 Total LF Size/Type Total LF

Size/Type Total LF Size/Type Total LF

Sewer: 8" PVC Size/Type 6486 Total LF Size/Type Total LF

Size/Type Total LF Size/Type Total LF

Storm: 18" RGRCP CLASS III Size/Type 404 Total LF 24" RGRCP CLASS III Size/Type 137 Total LF

18" RGRCP CLASS II Size/Type 259 Total LF Size/Type Total LF

Fire Ln: N/A Size/Type Total LF Size/Type Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

N/A Final Certification Letter from Engineer of Record

☒ AOC

☒ Complete Geotechnical Testing Packet

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results

☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification

☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification

N/A Updated asbuilt CAD base files (copy on CD)

☒ Sewer Videos with Operators Notes (inc. re-videos)

Other (Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 2/23/22

Civil Engineering Supervisor: Del Maly

Date: 7/5/22



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 2/23/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

11/03/2021 Date of Punch-List Walk 1/26/2022 Date Punch-List Completed

FS Number: FS18-672 Permit Number(s): E19P-0428;0430; 0431; 0432; 0427; 04

Project Name: Rancho Mercado Phase 2 A4 Final Plat

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

Mark Clouse ; Taylor Morrison/Arizona INC 4900 E Scottsdale Rd 2200, Scottsdale AZ 85251

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
142nd Dr	Local	Alameda Rd	Sand Hills Rd	2	1/4	N/A
142nd Dr	Local	Soft Wind Dr	Avenida Del Sol	2	1/4	N/A
142nd Ln	Local	Avenida Del Sol	McMicken Way	2	1/4	N/A
143rd Ave	Local	Soft Wind Dr	Sand Hills Dr	2	1/4	N/A
143rd Dr	Local	Sand Hills Dr	Alameda Rd	2	1/4	N/A

MATERIALS:

Asphalt: _____ Supplier _____ Total Lane Miles _____ Total Square Yards

Water: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Sewer: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Storm: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Fire Ln: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☐ Copy of Punch List

☐ Final Certification Letter from Engineer of Record

☐ Complete Geotechnical Testing Packet

☐ Sewer Pressure Testing Results

☐ Sewer Manhole Vacuum Testing Certification

☐ Sewer Manhole Insecticide Certification

☐ Sewer Videos with Operators Notes (inc. re-videos)

☒ Other Page 2 of 2

☐ AOC

☐ Asphalt Concrete Ticket w/ Name of Contractor

☐ Streetlight Energize Letter

☐ As built Documents (PDF copy on CD)

☐ Updated asbuilt CAD base files (copy on CD)

(Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 2/23/22

Civil Engineering Supervisor: Del Mahdy

Date: 7/5/22

	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	V
	Public	Local	W. Alameda Road	990.5	0.19	0.25	0.38	
	Public	Local	W. Calle Lejos	880.2	0.17	0.25	0.33	
	Public	Local	W. Sand Hills Road	873.9	0.17	0.25	0.33	
	Public	Local	W. Soft Wind Drive	1104.4	0.21	0.25	0.42	
	Public	Local	W. Avenida del Sol	835.5	0.16	0.25	0.32	
	Public	Local	W. Alameda Road	138.0	0.03	0.25	0.05	
	Public	Local	W. Soft Wind Drive	142.0	0.03	0.25	0.05	
	Public	Local	N. 143rd Drive	557.8	0.11	0.25	0.21	
	Public	Local	N. 142nd Drive	536.8	0.10	0.25	0.20	
	Public	Local	N. 143rd Avenue	264.4	0.05	0.25	0.10	
	Public	Local	N. 142nd Drive	290.5	0.06	0.25	0.11	
	Public	Local	N. 142nd Lane	197.8	0.04	0.25	0.07	
			Total	6811.8				



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 6, 2022
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Bell Pointe II North, generally located at North Bell Pointe Boulevard and West Weatherby Drive; Resolution # 2022-107.

Motion:

I move to approve Resolution #2022-107.

Background:

The Public Works Department conducted the final inspection of the public improvements for Bell Pointe II North, generally located at North Bell Pointe Boulevard and West Weatherby Drive, on or about July 29th, 2022, totaling 3,091 SY (approximately 1,070 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain and wastewater lines.

Objective Analysis:

The improvements to this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins and sewer lines to convey wastewater from the property to the city's public system. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of street, sewer and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$802,922.57.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported by the City's HURF, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated into future years' budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2022-107 Accept Infra Bell Pointe II North.cao
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. Item 8 Linear foot verification
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RESOLUTION # 2022-107

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT BELL POINTE II NORTH, GENERALLY LOCATED AT NORTH BELL POINTE BOULEVARD AND WEST WEATHERBY DRIVE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled “Bell Pointe II – North and Tract LL of the Bell Pointe I Plat” on, January 7th, 2020;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed utility improvements, including roadway, including asphalt (paving) and concrete (curb and gutter), storm drain lines (drainage) and sewer main lines (sewer), all collectively defined as the “Public Utility Improvements”;

WHEREAS, Richmond American Homes of Arizona Inc., the developer of Bell Pointe II North, dedicated to the City the street and Public Utility Improvements, generally located at North Bell Pointe Boulevard and West Weatherby Drive;

WHEREAS, on or about July 29th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Utility Improvements described in this resolution and found the Public Utility Improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and Public Utility Improvements.

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

Section 1. The City of Surprise conditionally accepts the street and Public Utility Improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and Public Utility Improvements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

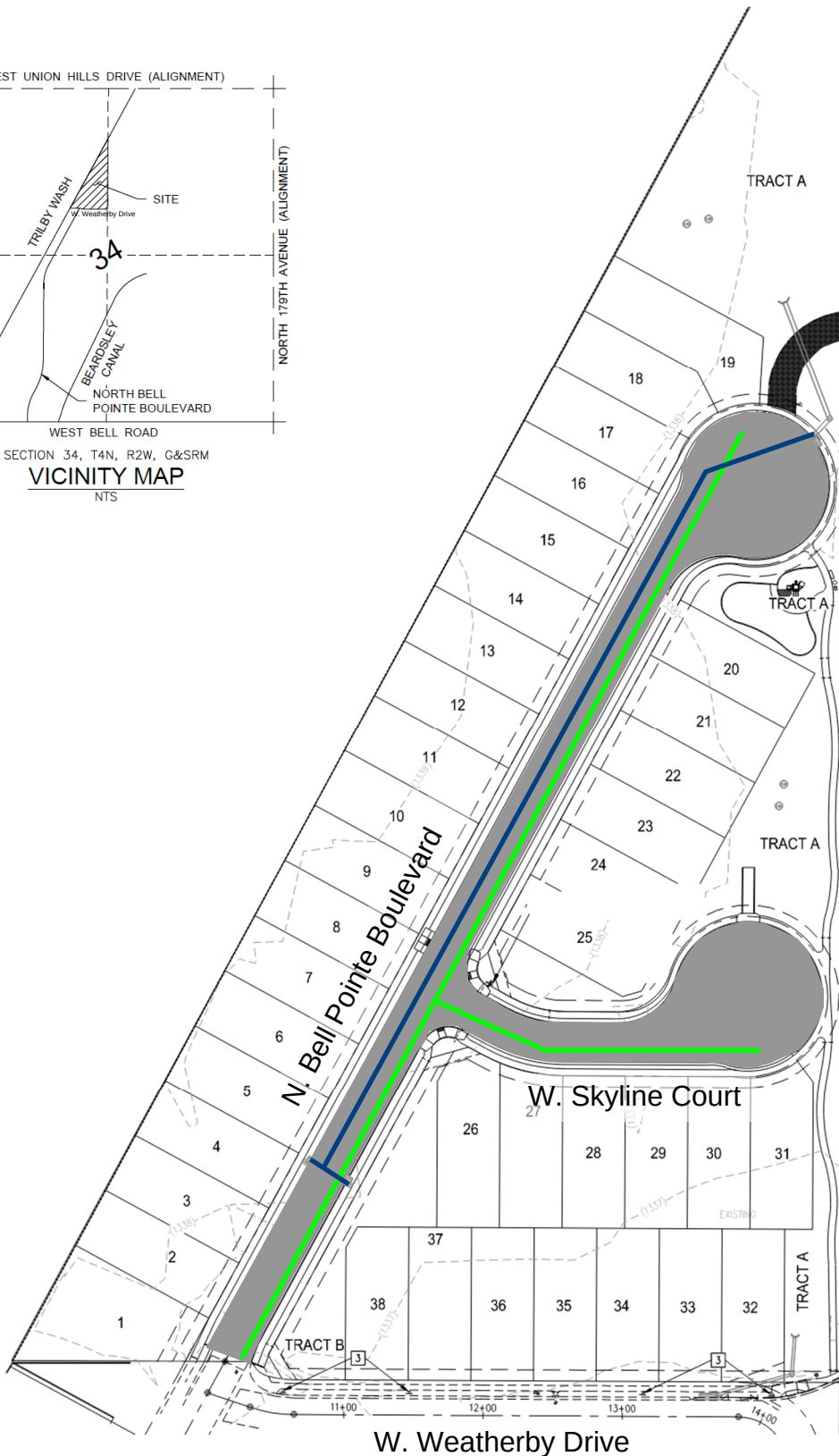
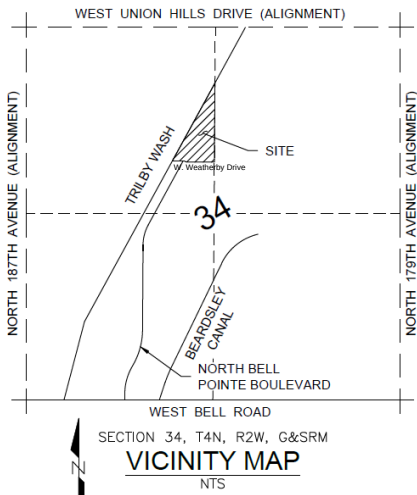
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

Bell Pointe II North



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- STORM DRAIN
- ROADWAY

EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 10/3/2022
Re: Bell Pointe II North

The public improvements for the above project have been completed and are tentatively scheduled for the December 6th, 2022 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$174,016.46
City Concrete	\$202,274.70
City Sewer	\$148,094.48
City Drainage	\$278,536.93
Total	\$802,922.57

August 19, 2022

Richmond American Homes
16427 N Scottsdale Rd, Suite 300
Scottsdale, AZ 85254

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR BELL POINTE II NORTH
FINAL PLAT – FS19-665**

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

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

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

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

If you have any questions or concerns, you can reach me at 623-222-3437 or at mark.dorsey@surpriseaz.gov.

Sincerely,

Mark R. Dorsey, P.E.
City Engineer

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/29/22 _____ Commercial _____ Commercial w/Offsite X Residential

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

3/22/22 _____ Date of Punch-List Walk 7/14/22 _____ Date Punch-List Completed

FS Number: FS19-665 _____ Permit Number(s): E19-1322, E19-1318, E19-1320, E19-1319

Project Name: Bell Pointe North _____

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

Richmond American Homes / Dennis.Oakie@mdch.com 16427 N. Scottsdale, AZ 85254

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Bell Pointe Blvd	Local	Weathersby	Cul-de-sac	2	1/4	
Skyline Ct.	Local	Bell Pointe Blvd	Cul-de-sac	2	1/4	
Weathersby	Local	Bell Pointe Blvd	Sta. 12+38.06		1/4	1/2 Street Improvement

MATERIALS:

Asphalt: Vulcan Materials _____ Supplier 3/4 _____ Total Lane Miles 4470 _____ Total Square Yards

Water: 8" PVC _____ Size/Type 787 _____ Total LF 8" DIP _____ Size/Type 371 _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Sewer: 8" PVC _____ Size/Type 971 _____ Total LF 4" DIP _____ Size/Type 371 _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Storm: 30" RCP _____ Size/Type 103.21 _____ Total LF 24" RCP _____ Size/Type 671.9 _____ Total LF

18" RCP _____ Size/Type 80.09 _____ Total LF _____ Size/Type _____ Total LF

Fire Ln: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X _____ Copy of Punch List

N/A _____ Final Certification Letter from Engineer of Record

X _____ Complete Geotechnical Testing Packet

X _____ Sewer Pressure Testing Results

X _____ Sewer Manhole Vacuum Testing Certification

X _____ Sewer Manhole Insecticide Certification

X _____ Sewer Videos with Operators Notes (inc. re-videos)

_____ Other _____ (Specify)

X _____ AOC

X _____ Asphalt Concrete Ticket w/ Name of Contractor

X _____ Streetlight Energize Letter

X _____ As built Documents (PDF copy on CD)

N/A _____ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: Rob Fields _____

Date: 7/29/22 _____

Civil Engineering Supervisor: David Mobley _____

Date: 8/9/22 _____

FS Case	Project Name	Private/Public	Classificat ion	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)	Pavement Area (SY)
19-665	Bell Pointe II North	Public	Local	N Bell Pointe Boulevard	797.0	0.15	0.25	0.30	26.0	20,722	2,302
19-665	Bell Pointe II North	Public	Local	W Skyline Court	273.0	0.05	0.25	0.10	26.0	7,098	789
				Total	1070.0						3,091



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 6, 2022

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment to move budget authority between projects and funds and inter-fund cash transfers and loans in order to close out the Fiscal Year; Resolution #2022-114.

Motion:

I move to approve Resolution #2022-114.

Background:

As part of closing fiscal year 2022 and in preparation for the annual audit, adjustments occur which may cause expenditures to exceed budget. Expenditure budgets and actuals are reviewed during close out to ensure that the City is in compliance with budget amendment policies. Specifically, fund, capital improvement plan (CIP) projects, grants, and departments within each fund cannot have actual expenditures exceeding budget amounts. When this does occur, approval of the Mayor and Council is necessary to increase the budgeted amounts.

Inter-fund cash transfers and loans are also presented to Council at year end as required by financial policies. They do not represent an outflow of funds from the City, but rather a reallocation of funds within the City. As such, they are not subject to state expenditure limitation rules and are not part of the adopted expenditure limit budget. Cash transfers are used to fund vehicle replacement, general capital, account for indirect costs, franchise fees, and in-lieu property tax payments for City provided utilities, debt service payments to the debt fund and close out inactive funds.

Inter-fund loans are used to account for instances where one fund loans money to another.

Objective Analysis:

City Council adopts the annual budget by department in each fund and by project in capital funds per the Comprehensive Financial Management Policies effective July 1, 2022. The Budget Amendment

Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the City Council for approval. This action accomplishes that aim and ensures that each of those categories do not have actual expenditures that exceed the budget. Inter-fund cash transfers and loans are not subject to the City's Budget Amendment Policies and Procedures, but rather are approved by the City Council based on the requirements of the Comprehensive Financial Management Policies. This approval does not change the amount of the FY2022 adopted budget.

Policy Compliant:

This action is compliant with the Budget Amendment Policies and the Comprehensive Financial Management Policies.

Financial Impact:

This action has no direct financial impact; the approval of the change in revenues and expenditures is one-time and necessary to complete the FY2022 Annual Comprehensive Financial Report (ACFR) and related audit.

Budget Impact:

This action reallocates spending authority in multiple funds without increasing or decreasing the total budget for FY2022.

FTE Impact:

There is no impact to FTEs of this item.

ATTACHMENTS:

1. Resolution_FY2022_EOY_Submit for RFLS
-

RESOLUTION # 2022-114

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2022 BUDGET BY MOVING BUDGET AUTHORITY BETWEEN PROJECTS AND FUNDS TO CLOSE OUT THE FISCAL YEAR AND AUTHORIZING INTER-FUND CASH TRANSFERS AND LOANS.

WHEREAS, in the course of preparing the FY2022 Annual Comprehensive Financial Report, various adjustments were identified and are required to ensure compliance with state law for appropriations. These legally required amendments will allow the City to close out the fiscal year's budgetary accounts and proceed with the annual independent audit. These are standard, end-of-year processes which are required to close the books and do not change the total adopted citywide budget;

WHEREAS, movement of authority between projects is necessary for tracking purposes and, in the course of daily operations, various adjustments were identified which are necessary amendments to the FY2022 Adopted Budget;

WHEREAS, FY2022 inter-fund cash transfers and loans are necessary to comply with adopted City ordinances, resolutions, policies and Generally Accepted Accounting Principles (GAAP);

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

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, these amendments will allow the City to have current and updated budgetary amounts; and

WHEREAS, the City of Surprise Comprehensive Financial Management Policies require the approval of the Mayor and Council for budget amendments of this nature.

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

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

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, approving inter-fund cash transfers and loans for the City of Surprise, Arizona for the fiscal year July 1, 2021 through June 30, 2022.

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-114**Exhibit A**

The FY2022 Annual Budget is amended by moving budget authority to ensure the continued operations of the City of Surprise and the payment of necessary expenditures. These allocations represent a transfer of spending authority and do not increase or decrease the total adopted citywide expenditure budget.

1. Appropriation – General Fund – Personnel Services

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	City Clerk	Personnel Services	E	619,100	3,800	622,900
General Fund	Parks and Recreation	Personnel Services	E	6,086,200	20,600	6,106,800
General Fund	Police	Personnel Services	E	29,860,100	1,163,500	31,023,600
Contingency	General Operations	Contingency	E	19,525,400	(1,187,900)	18,337,500
Expense Total				56,090,800	-	56,090,800

2. Appropriation – Donations

At the end of FY2022, the Economic Development Department Donations Fund had a cash balance of \$12,600, however, the available budget was \$5,000. This budget amendment will increase the FY2022 budget to align with FY2022 actual cash.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Donations	Economic Development	Supplies	E	5,000	2,400	7,400
Contingency	General Operations	Contingency	E	19,525,400	(2,400)	19,523,000
Expense Total				19,530,400	-	19,530,400

3. Appropriation - Water Operations – Personnel Services

The Fund had available authority in other categories to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Operations	City Manager	Personnel Services	E	35,100	1,300	36,400
Water Operations	Information Technology	Personnel Services	E	37,000	800	37,800
Water Operations	Marketing and Communications	Personnel Services	E	-	500	500
Water Operations	Water Resource Management	Personnel Services	E	3,001,900	(2,600)	2,999,300
Expense Total				3,074,000	-	3,074,000

4. Appropriation – Sewer Operations – Personnel Services

The Fund had available authority in other categories to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Operations	City Manager	Personnel Services	E	35,100	500	35,600
Sewer Operations	General Operations	Services	E	2,271,600	106,600	2,378,200
Sewer Operations	Information Technology	Personnel Services	E	44,300	2,100	46,400
Sewer Operations	Marketing and Communications	Personnel Services	E	-	500	500
Sewer Operations	Water Resource Management	Personnel Services	E	3,866,200	(3,100)	3,863,100
Sewer Operations	Water Resource Management	Services	E	4,724,600	(106,600)	4,618,000
Expense Total				10,941,800	-	10,941,800

5. Appropriation – Solid Waste Operations – Personnel Services

The Fund had available authority in other categories to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Solid Waste Operations	Information Technology	Personnel Services	E	18,700	500	19,200
Solid Waste Operations	Public Works	Personnel Services	E	3,685,000	(500)	3,684,500
Expense Total				3,703,700	-	3,703,700

6. Appropriation – Employee Healthcare – Int Svc – Personnel Services and Medical Claims

The fund had savings to cover the shortages.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Employee Healthcare - Int Svc	Human Resources	Personnel Services	E	109,200	4,500	113,700
Employee Healthcare - Int Svc	Human Resources	Services	E	14,839,700	393,300	15,233,000
Employee Healthcare - Int Svc	General Operations	Services	E	2,000,000	(397,800)	1,602,200
Expense Total				16,948,900	-	16,948,900

7. Appropriation – Workers' Compensation – Personnel Services and Claim Settlement

Contingency is needed to cover the shortages in these categories.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Workers' Compensation	City Attorney	Personnel Services	E	97,600	3,300	100,900
Workers' Compensation	City Attorney	Services	E	1,780,000	357,200	2,137,200
Contingency	General Operations	Contingency	E	19,525,400	(360,500)	19,164,900
Expense Total				21,403,000	-	21,403,000

8. Appropriation – Street Light Improvement Districts (SLIDS)

Thirty SLIDS require a budget amendment to align the expense budget with FY2022 actual expenditures. Increases were due to expansion of SLIDs, newly illuminated SLID's, or higher costs than anticipated. As property valuations are assessed, property taxes will be collected to recover expenses for each SLID.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
SLID-Asante Parcel 1.16	General Operations	Services	E	1,200	700	1,900
SLID-DsrtOasisLancer 5A 5B 14A	General Operations	Services	E	31,400	3,900	35,300
SLID-Marley Park Plaza 91	General Operations	Services	E	1,300	300	1,600
SLID-Quick Trip No410	General Operations	Services	E	900	100	1,000

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
SLID-Santa Fe Ave No111	General Operations	Services	E	1,300	4,400	5,700
SLID-Surprise Valley Station	General Operations	Services	E	1,100	900	2,000
SLID-Marley Park Ph 4 #140	General Operations	Services	E	7,500	35,200	42,700
SLID-Autoshow East 2 #127	General Operations	Services	E	900	100	1,000
SLID-Sycamore Farm Pcl 12 N146	General Operations	Services	E	4,700	100	4,800
SLID-Mirano at Desert Oasis	General Operations	Services	E	-	2,700	2,700
SLID-Prasada Phase 2A #192	General Operations	Services	E	-	1,100	1,100
SLID-Rancho Mercado N. #181	General Operations	Services	E	-	29,500	29,500
SLID-Desert Oasis- Cortana	General Operations	Services	E	-	9,200	9,200
SLID-Austin Rnch W. Pcl 5 #144	General Operations	Services	E	-	6,500	6,500
SLID-Zanjero Trails PCL11 #167	General Operations	Services	E	-	10,900	10,900
SLID-Fulth Hm @ Escalante #154	General Operations	Services	E	-	18,800	18,800
SLID-Prasada Parkway	General Operations	Services	E	800	4,300	5,100
SLID-Bell Pointe 2 South #157	General Operations	Services	E	-	2,200	2,200
SLID-Desert Cove#184 (Comm Pk)	General Operations	Services	E	-	800	800
SLID-Westfield Commons Subdiv	General Operations	Services	E	-	1,800	1,800
ASANTE 4.5 PCL1 SLID	General Operations	Services	E	-	7,100	7,100
SLID-Surprise Center North 190	General Operations	Services	E	-	800	800
SLID-Paradise Honors 195	General Operations	Services	E	-	5,000	5,000
SLID-Austin Ranch East	General Operations	Services	E	-	33,400	33,400
SLID-City Center 02 188	General Operations	Services	E	-	900	900

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
SLID-Cotton and Sweetwater 189	General Operations	Services	E	-	1,000	1,000
SLID-Rancho Mercado South 182	General Operations	Services	E	-	2,800	2,800
SLID-Heritage Farm	General Operations	Services	E	-	1,900	1,900
SLID-Bell And Citrus 200	General Operations	Services	E	-	800	800
SLID-Bell Pointe II North #156	General Operations	Services	E	-	800	800
Contingency	General Operations	Contingency	E	19,525,400	(188,000)	19,337,400
Expense Total				19,576,500	-	19,576,500

9. Project Ledger Appropriation – G31364 FFY22 JLEO

A grant modification was received in July, 2022 which increased the allowable expenditures from \$15,000 to \$19,000. The project requires a budget amendment to align the FY2022 expense budget with FY2022 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31364 FFY22 JLEO	E	15,000	900	15,900
Grants/Contingency	General Operations	Contingency	E	2,069,600	(900)	2,068,700
Expense Total				2,084,600	-	2,084,600

10. Project Ledger Appropriation – G34101 FFY18 SAFER

The FFY18 SAFER grant requires a match from the City. This budget amendment will provide appropriation for the match in the project.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Fire - Medical	#G34101 FFY18 SAFER	E	-	321,400	321,400
General Fund	Fire - Medical	Personnel Services	E	24,682,200	(321,400)	24,360,800
Expense Total				24,682,200	-	24,682,200

11. Project Ledger Appropriation – P71400 Install Influent Pipeline

This infrastructure is eligible to be paid for using Development Impact Fees. This budget amendment will align the FY2022 expense budget with FY2022 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer SPA 2 Dev Fee 2014 Law	Water Resource Management	#P71400 Install Influent Pipeline	E	-	335,000	335,000
Contingency	General Operations	Contingency	E	19,525,400	(335,000)	19,190,400
Expense Total				19,525,400	-	19,525,400

15. Contingency Summary – Increases and decreases in contingency are referenced in multiple tables above. The total adjustments for FY2022 are as follows:

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	19,525,400	(2,073,800)	17,451,600
Grants/Contingency	General Operations	Contingency	E	2,069,600	(900)	2,068,700
Expense Total				119,459,700	-	119,459,700

RESOLUTION # 2022-114**Exhibit B****City of Surprise, Arizona****Schedule of Budget Changes of Inter-Fund Transfers and Loans
Fiscal Year 2022**

Transfers from General Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015	Debt Service Payment	845,900	843,548
Stadium Debt 2015	Debt Service Payment	1,111,900	776,049
Public Safety Pension Fund	Funding For Public Safety Personnel Retirement System	2,000,000	10,500,000
Net Premium Seating	Covers \$150,000 annual capital stadium improvements less previous year's net premium seating revenue	138,900	136,998
Sports and Tourism	Funding for lost spring training revenue	3,141,100	3,408,606
General Capital Projects Fund	Funding for asset replacement, pavement preservation, various projects, and to maintain minimum fund balance	13,445,800	39,445,800
Workers' Compensation	Workers' Compensation Allocation	375,000	375,000
Water Operations	Employee Retention Bonus	-	185,355
Sewer Operations	Employee Retention Bonus	-	228,984
Solid Waste Operations	Employee Retention Bonus	-	188,936
Storm Water Operations	Employee Retention Bonus	-	4,852
Transportation Improvement	P61380 Cactus Road (Litchfield-Railroad Track)	-	200,000
Total Transfers from General Fund		21,058,600	56,294,128

Transfers from Grants Fund to:	Description	Revised Budget	Actual Amount
General Fund	N51030 Excluded Program Funds	9,300	-
Total Transfers from Grants Fund		9,300	-

Transfers from Ground Ambulance Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation & PILOT	725,900	726,437
Ground Ambulance Capital Fund	Funding for Capital Projects	224,000	224,000
Total Transfers from Ground Ambulance Fund		949,900	950,437

Transfers from Spring Training Ticket Surcharge Fund to:	Description	Revised Budget	Actual Amount
General Fund	Ticket Surcharge over \$600K	-	54,829
Total Transfers from Spring Training Ticket Surcharge Fund		-	54,829

Transfers from Tourism Fund to:	Description	Revised Budget	Actual Amount
Stadium Debt 2015	Debt Service Payment	473,900	808,739
Total Transfers from Tourism Fund		473,900	808,739

Transfers from Transportation Improvement Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts	Funding for Art Projects	90,300	56,900
Total Transfers from Transportation Improvement Fund		90,300	56,900

Transfers from Highway User Revenue Fund to:	Description	Revised Budget	Actual Amount
Highway User Revenue Fund Capital	Funding for Capital Projects	3,576,800	3,576,800
Total Transfers from Highway User Revenue Fund		3,576,800	3,576,800

Transfers from Fire/EMS Dev Fee 2014 Law Fund to:	Description	Revised Budget	Actual Amount
Fire DIF 2020	Fund Consolidation	-	4,760
Total Transfers from Fire/EMS Dev Fee 2014 Law Fund		-	4,760

Transfers from Fire/EMS Dev Fee 2020 Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015	Debt Service Payment	66,900	66,806
Sewer SPA1 DIF	Repayment of FS308 Land	-	212,700
Total Transfers from Fire/EMS Dev Fee 2020 Fund		66,900	279,506

Transfers from Gen Govt Dev Fee Grandfathered Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015	Debt Service Payment	367,300	366,633
Total Transfers from Gen Govt Dev Fee Grandfathered Fund		367,300	366,633

Transfers from Park/Rec Dev Fee Grandfathered Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015	Debt Service Payment	437,600	29,746
Total Transfers from Park/Rec Dev Fee Grandfathered Fund		437,600	29,746

Transfers from Park/Rec Dev Fee 2020 Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015	Debt Service Payment	-	407,138
Total Transfers from Park/Rec Dev Fee 2020 Fund		-	407,138

Transfers from Police Dev Fee Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015	Debt Service Payment	135,400	135,202
Total Transfers from Police Dev Fee Fund		135,400	135,202

Transfers from General Capital Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts	Funding for Art Projects	108,300	69,400
Total Transfers from General Capital Fund		108,300	69,400

Transfers from Water Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	2,541,100	2,375,956
Water Utility Capital Fund	Funding for Capital Projects	4,159,300	2,779,700
Total Transfers from Water Operations Fund		6,700,400	5,155,656

Transfers from Water Utility Capital Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts	Funding for Art Projects	1,200	-
Total Transfers from Water Utility Capital Fund		1,200	-

Transfers from Wtr Res Dev Fee 2020 Fund to:	Description	Revised Budget	Actual Amount
Water Resource 2014	Fund Consolidation	-	134,822
Total Transfers from Wtr Res Dev Fee 2020 Fund		-	134,822

Transfers from Sewer Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	2,647,200	2,439,737
Sewer Capital	Funding for Capital Projects	6,326,000	6,326,000
Water Capital	Transfer Water Credits	-	1,301,446
Total Transfers from Sewer Operations Fund		8,973,200	10,067,183

Transfers from Sewer Utility Capital Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts	Funding for Art Projects	9,000	-
Total Transfers from Sewer Utility Capital Fund		9,000	-

Transfers from Sewer SPA 1 Dev Dee 2014 Law Fund to:	Description	Revised Budget	Actual Amount
Refund Sewer Debt Service 2015	Debt Service Payment	805,300	801,927
Sr Util Refund Oblig Ser 2018	Debt Service Payment	2,153,300	2,150,250
Sewer SPA1 DIF	Fund Consolidation	-	532,078
Total Transfers from Sewer SPA 1 Dev Dee 2014 Law Fund		2,958,600	3,484,255

Transfers from Solid Waste Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	1,922,400	1,914,794
Solid Waste Capital Fund	Funding for Capital Projects	1,728,300	1,728,300
Total Transfers from Solid Waste Operations Fund		3,650,700	3,643,094

Transfers from Stormwater Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation & PILOT	262,200	260,039
Total Transfers from Stormwater Operations Fund		262,200	260,039

Transfers from Stormwater Capital Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts	Funding for Art Projects	4,800	-
Total Transfers from Stormwater Capital Fund		4,800	-

Total Transfers for FY2022 49,834,400 85,779,267



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 6, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Consideration and action pertaining to approval of the Final Condominium Plat entitled, "Dominion Business Park, A Condominium" a property generally located on the west side of Litchfield Road, north of Peoria Avenue and south of Cactus Road; Case FS21-827.

Motion:

I move to approve the Final Condominium Plat entitled, "Dominion Business Park, A Condominium".

Background:

The project involves the condominium plat of an office/warehouse business park on 7.9 acres of vacant land on the west side of Litchfield Road, north of Peoria Avenue and south of Cactus Road. The initial plan involves the platting and construction of eight (8) buildings totaling 131,718 square feet. Each building will be around 15,000 square feet and will be divisible to roughly 1,200 square foot spaces.

Objective Analysis:

The subject Condominium Plat meets the requirements of the Business Park (BP) zone, 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 Condominium Plat is consistent with the Surprise General Plan 2035 and all other applicable requirements set forth in the Surprise Municipal Code.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-827 Dominion Builders Condominium Plat - Staff Report
 2. 01- FS21-827 Dominion Business Park - Vicinity Map
 3. 02 - FS21-827 Dominion Business Park - Zoning Map
 4. 03 - FS21-827 Dominion Business Park - Condominium Plat
 5. 04 - FS21-827 Dominion Business Park - Landscape Plan
 6. 05 - FS21-827 Dominion Business Park - Luke AFB Letter
 7. FS21-827 Dominion Business Park - Presentation
-

CONDOMINIUM PLAT

REPORT TO THE CITY COUNCIL

Case: FS21-827

Project Name: Dominion Builders Condominium Plat

Council District: 6 –Palo Verde

Meeting Date: December 6, 2022

Planner: Chris Sexton, Planner II

Owner: Dominion Group of Companies

Applicant: Phillip Gollon with ARC Services, Inc.

Request: Condominium Plat for Dominion Business Park

Site Location: Generally located on the west side of Litchfield Road, north of Peoria Avenue and south of Cactus Road.

Site Size: 7.3 acres (approx.)

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

Support/Opposition: None known

Findings:

- The proposed Condominium Plat is consistent with the Surprise General Plan 2035.
- The proposed Condominium Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

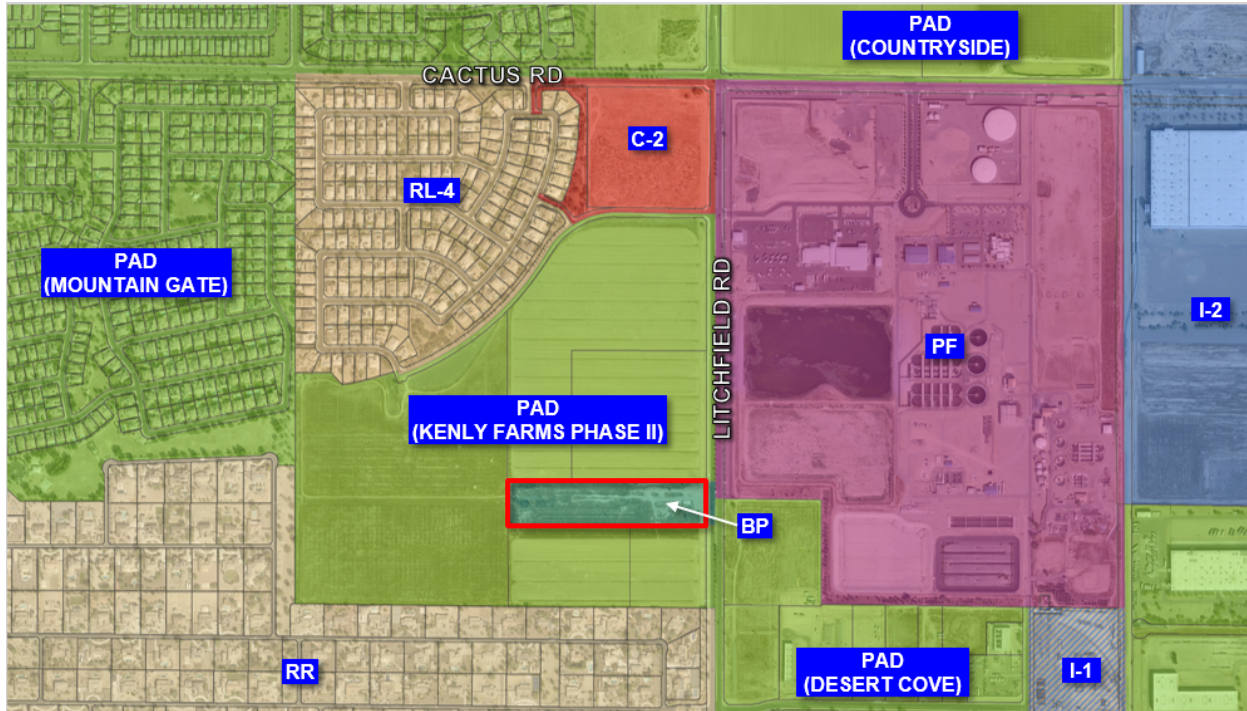
Alternative Actions: **Approval** of the requested Final Condominium Plat for Dominion Business Park will allow the applicant to sell individual units in fee title as condominium units.

Denial of the requested Final Condominium Plat for Dominion Business Park will prevent the applicant from selling the individual units in fee title as condominium units.

Project Description:

The project involves the condominium plat of an office/warehouse business park on 7.9 acres of vacant land on the west side of Litchfield Road, north of Peoria Avenue and south of Cactus Road. The initial plan involves the platting and construction of eight (8) buildings totaling 131,718 square feet. Each building will be around 15,000 square feet and will be divisible to roughly 1,200 square foot spaces.

Surrounding Land Zoning:



Kenley Farms PAD	Kenley Farms PAD	Public Facilities (PF)
Kenley Farms PAD	Business Park (BP)	Desert Cove PAD
Kenley Farms PAD	Kenley Farms PAD	Desert Cove PAD

Background:

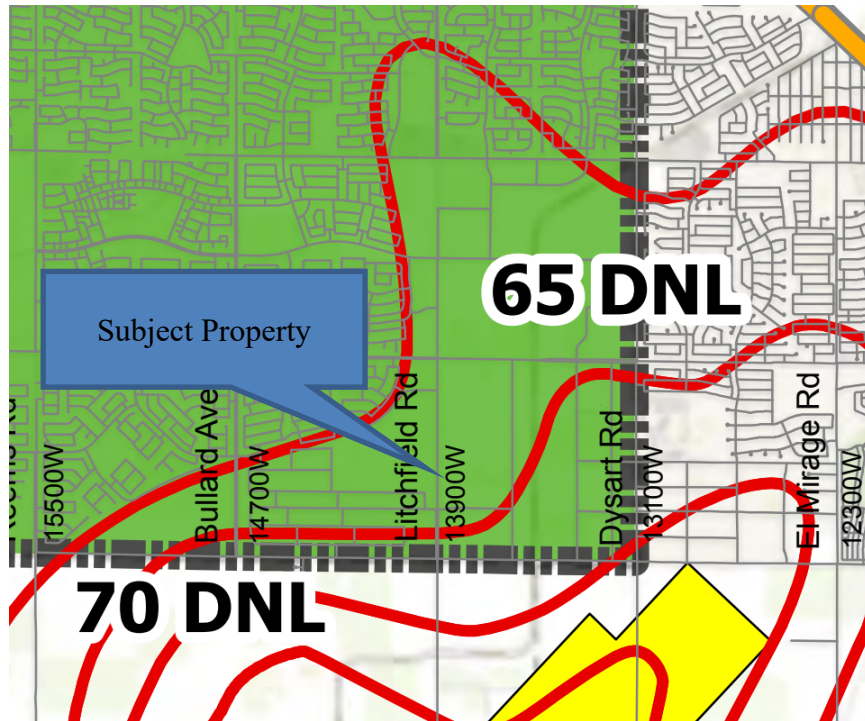
April 8, 2021: A Concept Review meeting was held under case CR21-122.

October 14, 2021: The respective site plan and Condominium Plat were submitted under case FS21-827.

Analysis and Discussion:

The subject property is within the Business Park Zone (BP) which allows for the proposed use and all other uses deemed compatible with military operations, as it is within the 65 DNL.

62

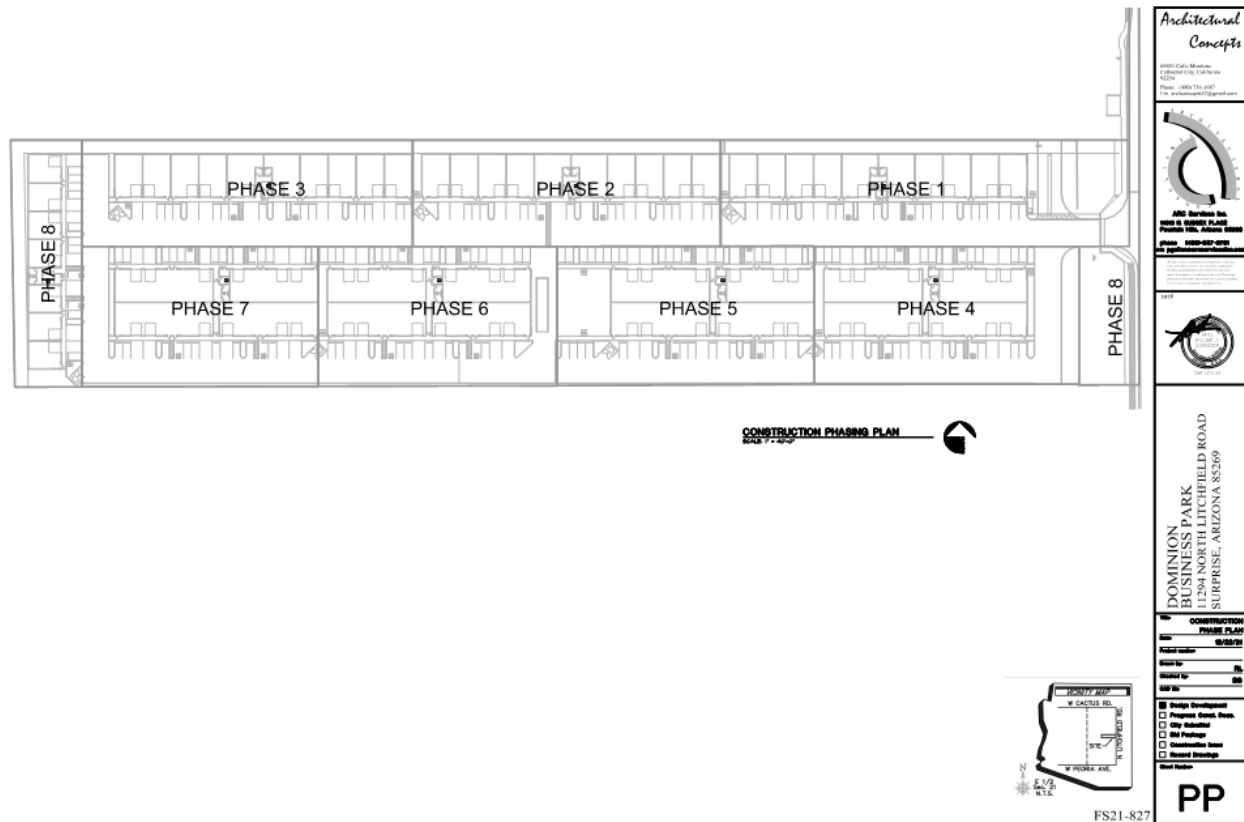


63
64

65 The subject request involves a Condominium Plat for the Dominion Business Park. In
66 keeping with traditional office condominiums, the property will consist of Common Elements
67 (CE) and fee title areas. The CE will be held in an equal and undivided interest amongst all
68 of the unit owners in the complex.

69

70 The project will be constructed in 8 phases. The construction of each building is considered
71 a phase.



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 Condominium Plat meets the requirements of the Business Park (BP) zone, 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.

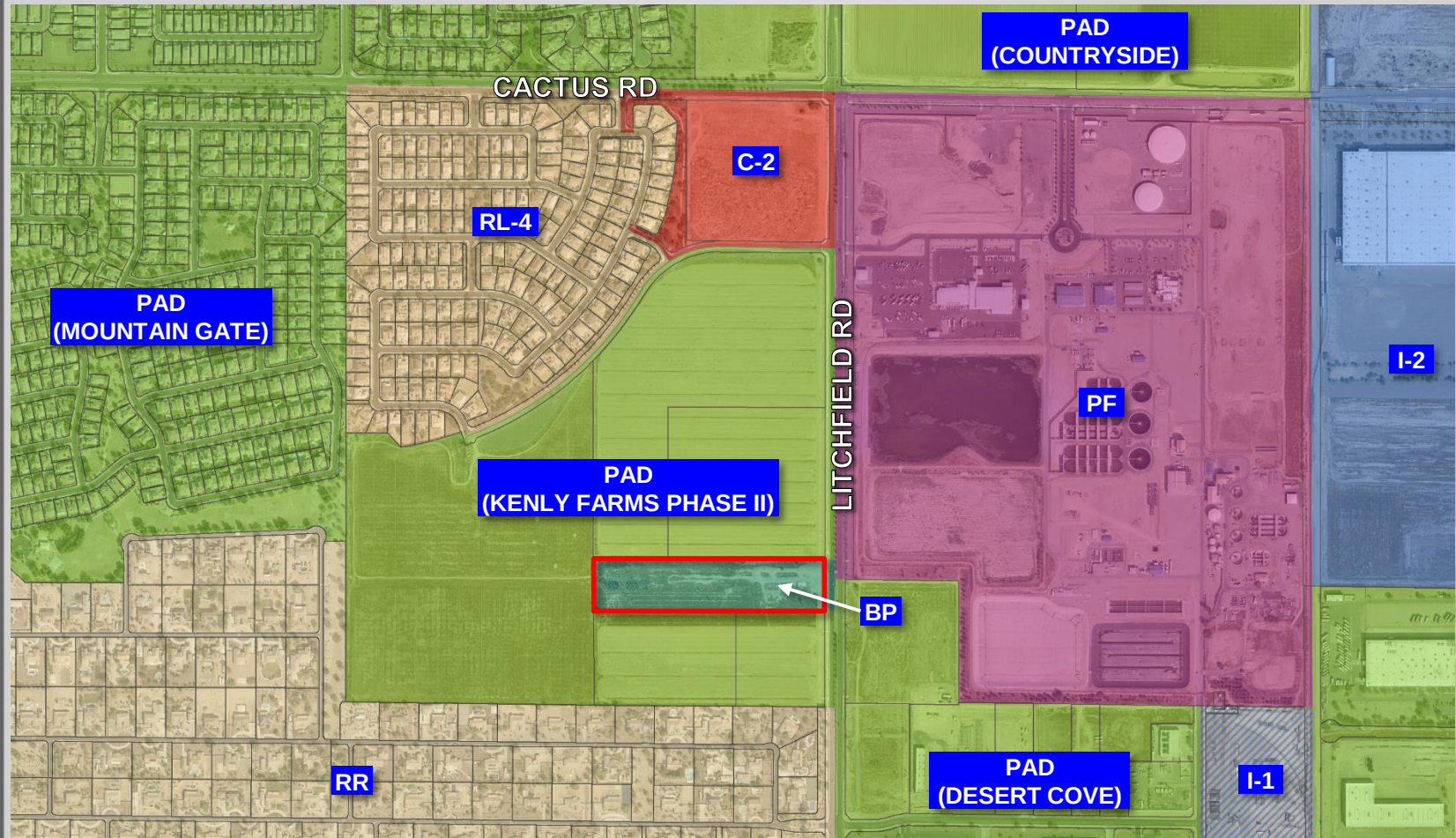
Findings:

- The proposed Condominium Plat is consistent with the Surprise General Plan 2035.
- The proposed Condominium Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

96	<u>Attachments:</u>
97	
98	01 Vicinity Map
99	02 Zoning Map
100	03 Condominium Plat
101	04 Landscape Plan
102	05 Luke AFB Letter



FS22-0020 VICINITY MAP



FS22-0020 VICINITY MAP

CONDOMINIUM PLAT
FOR
"DOMINION BUSINESS PARK, A CONDOMINIUM"
A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
OWNER: DOMINION GROUP OF COMPANIES, LLC
11294 NORTH LITCHFIELD ROAD

SOUND ATTENUATION AND OVERFLIGHT LANGUAGE

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

DOMINION GROUP OF COMPANIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "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 THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY 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.

PARENT PARCEL LEGAL DESCRIPTION

THAT PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, WHICH IS THE NORTHEAST CORNER OF PARCEL ONE OF THE GIFT DEED DATED MAY 24, 1994 AND RECORDED IN DOCUMENT NO. 940419715, HEREIN REFERRED TO AS PARCEL ONE OF THE GIFT DEED";

THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST (BASIS OF BEARINGS), 2529.33 FEET (SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST, 2529.94 FEET MEASURED), ALONG THE EAST LINE OF SECTION 21, TO THE SOUTHEAST CORNER OF PARCEL ONE OF THE GIFT DEED, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST, 105.11 FEET, ALONG THE EAST LINE OF SECTION 21, TO THE EAST QUARTER CORNER OF SECTION 21;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 169.89 FEET (SOUTH 00 DEGREES 06 MINUTES 12 SECONDS EAST, 159.89 FEET MEASURED), ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 21, TO THE NORTHEAST CORNER OF PARCEL TWO OF THE GIFT DEED DATED MAY 24, 1994 AND RECORDED IN DOCUMENT NO. 940419715, HEREIN REFERRED TO AS "PARCEL 2 OF THE GIFT DEED";

THENCE NORTH 89 DEGREES 45 MINUTES 07 SECONDS WEST, 1307.11 FEET (NORTH 89 DEGREES 51 FEET 21 INCHES WEST 1307.23 FEET MEASURED), ALONG SAID NORTH LINE OF PARCEL 2 OF THE GIFT DEED TO THE NORTHWEST CORNER OF PARCEL 2 OF THE GIFT DEED;

THENCE NORTH 00 DEGREES 34 MINUTES 48 SECONDS WEST, 278.38 FEET (NORTH 00 DEGREES 36 MINUTES 3.6 SECONDS WEST 278.36 FEET MEASURED), TO THE SOUTHWEST CORNER OF PARCEL 1 OF THE GIFT DEED;

THENCE SOUTH 89 DEGREES 36 FEET 19 INCHES EAST, 1309.76 FEET (SOUTH 89 DEGREES 42 MINUTES 30 SECONDS EAST, 1276.76 FEET MEASURED), ALONG THE SOUTH LINE OF PARCEL 1 OF THE GIFT DEED TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF SURPRISE IN WARRANTY DEED RECORDED IN RECORDING NO. 2019-271245 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT REAL PROPERTY AS CITED IN WARRANTY DEED 20180406336, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 SOUTH 00°06'00" EAST 2529.33 FEET TO THE NORTHEAST CORNER OF SAID REAL PROPERTY;

THENCE DEPARTING SAID EAST LINE ALONG THE NORTH LINE OF SAID REAL PROPERTY NORTH 89°36'19 WEST 33.00 FEET TO THE POINT OF BEGINNING;

THENCE ON A LINE PARALLEL WITH AND 33.00 FEET WEST OF THE AFORESAID EAST LINE SOUTH 00°06'00" EAST 104.95 FEET TO A POINT ON THE EAST-WEST MIDSECTION LINE OF SAID SECTION 21;

THENCE ON A LINE PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 SOUTH 00°00'00" EAST 170.13 FEET TO A POINT ON THE SOUTH LINE OF SAID REAL PROPERTY;

THENCE ALONG SAID SOUTH LINE NORTH 89°45'07" WEST 22.00 FEET;

THENCE ON A LINE PARALLEL WITH AND 55.00 FEET WEST OF THE AFORESAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 21 NORTH 00°00'00" WEST 170.29 FEET TO A POINT ON SAID EAST-WEST MIDSECTION LINE;

THENCE ON A LINE PARALLEL WITH AND 55.00 FEET WEST OF THE AFORESAID EAST LINE OF THE NORTHEAST QUARTER NORTH 00°06'00" WEST 104.85 FEET TO A POINT ON THE NORTH LINE OF SAID REAL PROPERTY;

THENCE ALONG SAID NORTH LINE SOUTH 89°36'19" EAST 22.00 FEET TO THE POINT OF BEGINNING.

UTILITY AND SERVICE PROVIDERS

SEWER CITY OF SURPRISE
WATER CITY OF SURPRISE
ELECTRICITY ARIZONA PUBLIC SERVICE
TELEPHONE CENTURYLINK
CABLE TV COX COMMUNICATIONS
GAS SOUTHWEST GAS
FIRE AND EMERGENCY CITY OF SURPRISE
POLICE CITY OF SURPRISE

UNIT AREA TABLE

BUILDING 1	16,600 SF±
BUILDING 2	17,447 SF±
BUILDING 3	16,601 SF±
BUILDING 4	17,447 SF±
BUILDING 5	16,601 SF±
BUILDING 6	17,447 SF±
BUILDING 7	17,447 SF±
BUILDING 8	9,209 SF±

ASSURED WATER SUPPLY

THIS DEVELOPMENT IS ON THE CITY OF SURPRISE WATER SYSTEM, WHICH HAS A CERTIFICATION OF ASSURED WATER SUPPLY.

BASIS OF BEARING

S00°06'00"E ALONG THE MONUMENTED EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, ARIZONA, PER DOCUMENT NO. 2014-0233843, MCR

BENCHMARK

THE BENCHMARK USED FOR THIS SURVEY IS A 2" BRASS DISK WITH RAISED DATUM POINT, CAST; CITY OF SURPRISE BENCHMARK STAMPED "DC2" ON THE TOP OF CURB, AT THE SOUTHEAST CORNER OF DESERT COVE ROAD AND LITCHFIELD ROAD. THE SITE BENCHMARK USED FOR THIS SURVEY IS A 3" BRASS CAP IN HAND HOLE BEING THE EAST QUARTER CORNER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. HAVING AN ELEVATION OF: 1131.38' (NAVD88 DATUM) PER CITY OF SURPRISE

NOTES

- MONUMENTS FOUND DURING THE FIELD SURVEY WERE ACCEPTED UNLESS NOTED OTHERWISE.
- ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED FROM MONUMENT TO MONUMENT UNLESS NOTED OTHERWISE.
- ALL EASEMENTS SHALL BE MAINTAINED BY THE OWNERS ASSOCIATION.
- THE BOUNDARY OF TRACT A, A COMMON ELEMENT, AT GROUND LEVEL INCLUDES, BUT IS NOT LIMITED TO: OPEN AREAS, WALKWAYS, DRIVEWAYS, AND PARKING AREAS.
- THIS CONDOMINIUM PLAT IS SUBJECT TO A CONDOMINIUM DECLARATION, TO BE RECORDED IN CONJUNCTION WITH THIS CONDOMINIUM PLAT. SEE THE CONDOMINIUM DECLARATION FOR ADDITIONAL DESCRIPTION OF THE AIRSPACE, INCLUDING THE DEFINITION OF THE VERTICAL UNITS OF THE AIRSPACE.
- 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.
- MAINTENANCE OF DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS ASSOCIATION.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE UNIT OWNERS' ASSOCIATION FORMED BY THE OWNER.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- 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.

FLOOD PLAIN STATEMENT

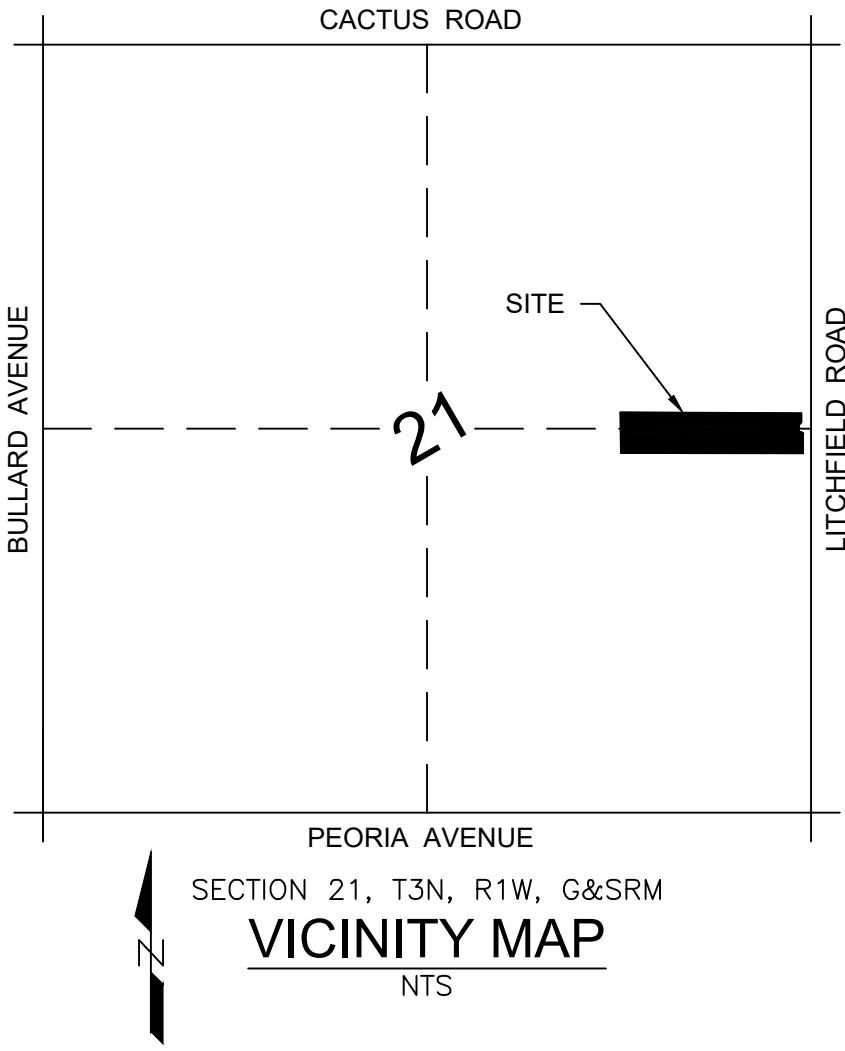
THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013CC1680L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

REFERENCE DOCUMENTS

- SPECIAL WARRANTY DEED, FILED IN DOCUMENT NO. 2020-1289937, MCR
- PLSS RECORD OF SURVEY FILED IN BOOK 688, PAGE 41, MCR
- FINAL PLAT OF "PALO CRISTI COMMERCE PARK" FILED IN BOOK 1037, PAGE 32, MCR
- GIFTING DEED FILED IN DOCUMENT NO. 1994-0419715, MCR
- WARRANTY DEED FILED IN DOCUMENT NO. 1994-0399048, MCR
- WARRANTY DEED FILED IN DOCUMENT NO. 2019-0271245, MCR

SCHEDULE B, EXCEPTIONS

- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DESIGNATED COUNTY ROAD PLAT RECORDING NO: BOOK 10, PAGE 38 OF ROAD MAPS.
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: RESOLUTION FOR ANNEXATION PORTIONS OF COUNTY RIGHT OF WAY RECORDING NO: 2003-420045 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT: PURPOSE: DRAINAGE RECORDING NO: 2019-249655.



OWNER

DOMINION GROUP OF COMPANIES LLC
PO BOX 18422
FOUNTAIN HILLS, ARIZONA 85269

SURVEYOR

OUTER LIMITS LAND SURVEYING, LLC
BRIAN EARL SEARAN, RLS #54120
PO BOX 71957
PHOENIX, ARIZONA 85050
PHONE: 602.486.1154
EMAIL: bsearan@outerlimitsls.com

ENGINEER

G-MAR CONSULTING ENGINEERS, LLC
18223 WEST ORCHID LANE
WADDELL, ARIZONA 85355
PHONE: 602.524.7877
EMAIL: geoff@g-mareng.com

ARCHITECT

ARCHITECTURAL CONCEPTS
68851 CALLE MONFORTE
CATHEDRAL CITY, CALIFORNIA 92234
PHONE: 480.734.1687
EMAIL: archconcepts52@gmail.com

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - BUILDING LOCATIONS & BOUNDARY
SHEET 3 - HORIZONTAL LIMIT
SHEET 4 - VERTICAL LIMIT

ZONING

EXISTING: BUSINESS PARK (BP)

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR DATE _____

ATTEST: _____ DATE _____
CITY CLERK

THIS IS TO CERTIFY THAT

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 OCTOBER, 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.

NAME: BRIAN EARL SEARAN
REGISTERED LAND SURVEYOR #54120



EXPIRES 12/31/24

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT DOMINION GROUP OF COMPANIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME "DOMINION BUSINESS PARK, A CONDOMINIUM," A SUBDIVISION LOCATED IN A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 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 "DOMINION BUSINESS PARK, A CONDOMINIUM," AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH TRACT, BUILDING, UNIT AND EASEMENT CONSTITUTING SAME, AND THAT EACH TRACT, BUILDING, UNIT AND EASEMENT SHALL BE KNOWN BY THE LOT NUMBER, BUILDING LETTER, UNIT NUMBER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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 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 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 WATERLINE EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC WATERLINE FACILITIES.

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 ULTIMATE: OWNER OF EACH UNIT CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH UNIT CREATED BY THIS PLAT.

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

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

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

IN WITNESS WHEREOF:
DOMINION GROUP OF COMPANIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, AUTHORIZED PARTY THIS ____ DAY OF _____, 20____.

BY: _____ DATE: _____
AUTHORIZED PARTY

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____,

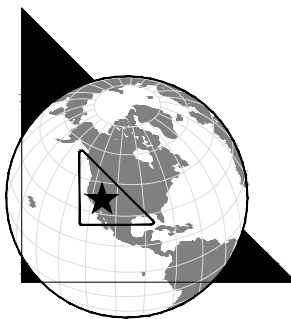
BY _____ FOR AND ON BEHALF OF _____,

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CONDOMINIUM PLAT

FOR
"DOMINION BUSINESS PARK, A CONDOMINIUM"
A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
OWNER: DOMINION GROUP OF COMPANIES, LLC
11294 NORTH LITCHFIELD ROAD



OUTER LIMITS
LAND SURVEYING

PO Box 71957
Phoenix, AZ 85050
TEL: 602.486.1154
www.outerlimitslandsurveying.com

DATE: 01.28.22
DRN BY: BES
CHKD BY: BES
JOB NO. 21119
SHEET

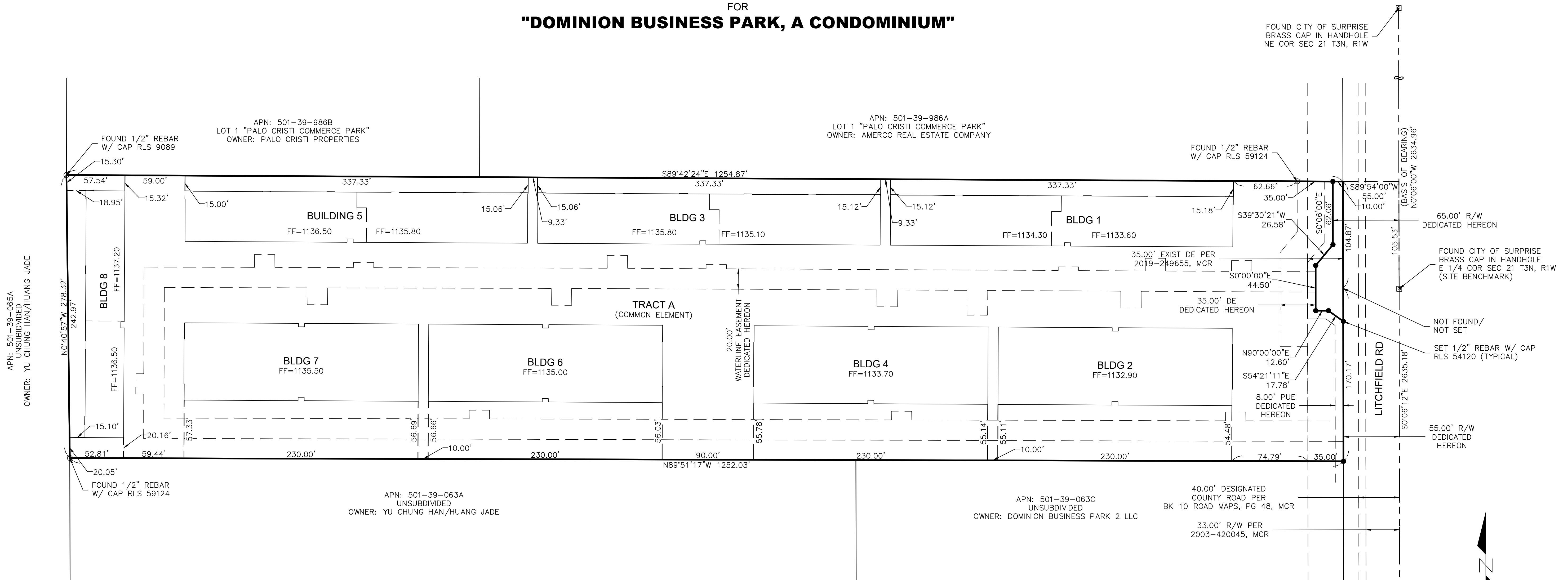
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OF 4

CASE # FS21-827

CONDOMINIUM PLAT

FOR

"DOMINION BUSINESS PARK, A CONDOMINIUM"



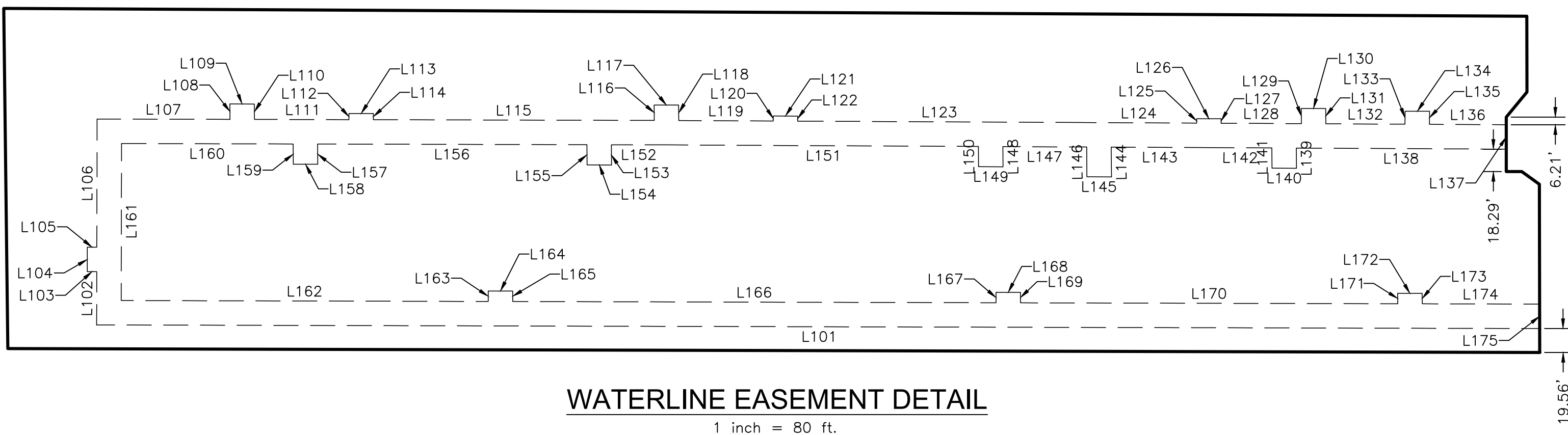
LINE TABLE		
LINE	LENGTH	BEARING
L101	1179.45	N89°51'17" W
L102	43.58	N0°08'43" E
L103	7.81	S89°42'28" W
L104	20.00	N0°08'43" E
L105	7.81	N89°42'28" E
L106	104.84	N0°08'43" E
L107	108.60	S89°51'17" E
L108	12.60	N0°28'28" W
L109	20.00	S89°51'17" E
L110	12.60	S0°28'28" E
L111	77.21	S89°51'17" E
L112	5.01	N0°16'30" E
L113	20.00	S89°51'17" E
L114	5.01	S0°16'30" W
L115	229.58	S89°51'17" E

LINE TABLE		
LINE	LENGTH	BEARING
L116	12.60	N0°28'28"W
L117	20.00	S89°51'17"E
L118	12.63	S0°28'28"E
L119	77.13	S89°42'45"E
L120	4.08	N0°16'30"E
L121	20.00	S89°51'17"E
L122	4.13	S0°16'30"W
L123	231.87	S89°42'45"E
L124	94.31	S89°42'25"E
L125	3.58	N0°16'30"E
L126	20.00	S89°51'17"E
L127	3.63	S0°16'30"W
L128	65.56	S89°44'25"E
L129	12.46	N0°28'28"W
L130	20.00	S89°51'17"E

LINE TABLE		
LINE	LENGTH	BEARING
L131	12.51	S0°28'28"E
L132	64.72	S89°42'25"E
L133	10.63	N0°21'31"E
L134	20.00	S89°51'17"E
L135	10.68	S0°21'29"W
L136	62.79	S89°42'25"E
L137	20.00	S0°00'00"E
L138	171.60	N89°42'25"W
L139	16.51	S0°28'28"E
L140	20.00	N89°51'17"W
L141	16.57	N0°28'28"W
L142	51.56	N89°42'25"W
L143	79.78	N89°42'25"E
L144	24.33	S0°28'28"W
L145	20.00	N89°51'17"W

LINE TABLE		
LINE	LENGTH	BEARING
L146	24.38	N0°28'28"W
L147	68.47	N89°42'45"W
L148	16.52	S0°28'28"E
L149	20.00	N89°51'17"W
L150	16.56	N0°28'28"W
L151	254.97	N89°42'45"W
L152	45.13	N89°51'17"W
L153	16.54	S0°28'28"E
L154	20.00	N89°51'17"W
L155	16.54	N0°28'28"W
L156	220.03	N89°51'17"W
L157	16.54	S0°28'28"E
L158	20.00	N89°51'17"W
L159	16.54	N0°28'28"W
L160	140.28	N89°51'17"W

LINE TABLE		
LINE	LENGTH	BEARING
L161	128.42	S0°08'43"W
L162	300.05	S89°51'17"E
L163	8.57	N0°28'28"W
L164	20.00	S89°51'17"E
L165	8.57	S0°28'28"E
L166	395.04	S89°51'17"E
L167	8.57	N0°28'28"W
L168	20.00	S89°51'17"E
L169	8.57	S0°28'28"E
L170	308.38	S89°51'17"E
L171	8.57	N0°28'28"W
L172	20.00	S89°51'17"E
L173	8.57	S0°28'28"E
L174	95.91	S89°51'17"E
L175	20.00	S0°06'12"E

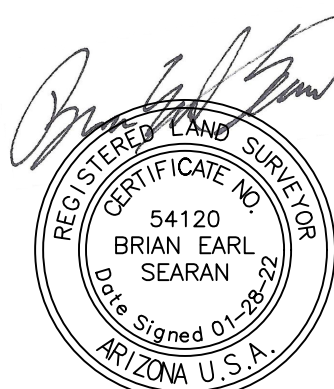


WATERLINE EASEMENT DETAIL

1 inch = 80 ft.

LEGEND

- | | |
|---------------|-------------------------------------|
| _____ — _____ | CENTER LINE |
| _____ — _____ | RIGHT-OF-WAY LINE |
| ===== | SUBJECT PROPERTY LINE |
| — — — — — | PROPERTY TIE |
| ● | FOUND MONUMENT AS NOTED |
| ⊙ | FOUND 1/2" REBAR W/ CAP RLS 46643 |
| ○ | CALCULATED POINT: NOT FOUND/NOT SET |
| ● | SET 1/2" REBAR W/ CAP RLS 54120 |
| APN | ASSESSORS PARCEL NUMBER |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORDED |
| CE | COMMON ELEMENT |
| DE | DRAINAGE EASEMENT |
| R/W | RIGHT-OF-WAY |



EXPIRES 12/31/24

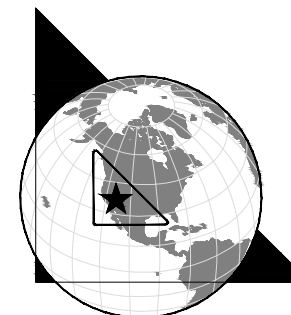
CONDOMINIUM PLAT

FOR

"DOMINION BUSINESS PARK, A CONDOMINIUM"

A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

OWNER: DOMINION GROUP OF COMPANIES, LLC
11294 NORTH LITCHFIELD ROAD



OUTER LIMITS LAND SURVEYING

PO Box 71957
Phoenix, AZ 85050

TEL: 602.486.1154
www.outerlimitslandsurveying.com

DATE:	01.28.22
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DRN BY: BES

CHKD BY: BES

JOB NO. 21119

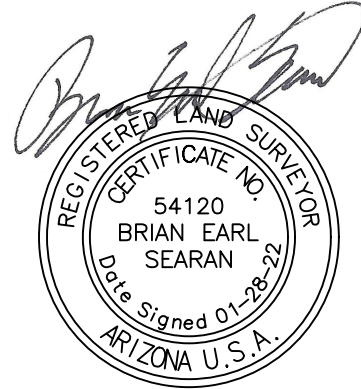
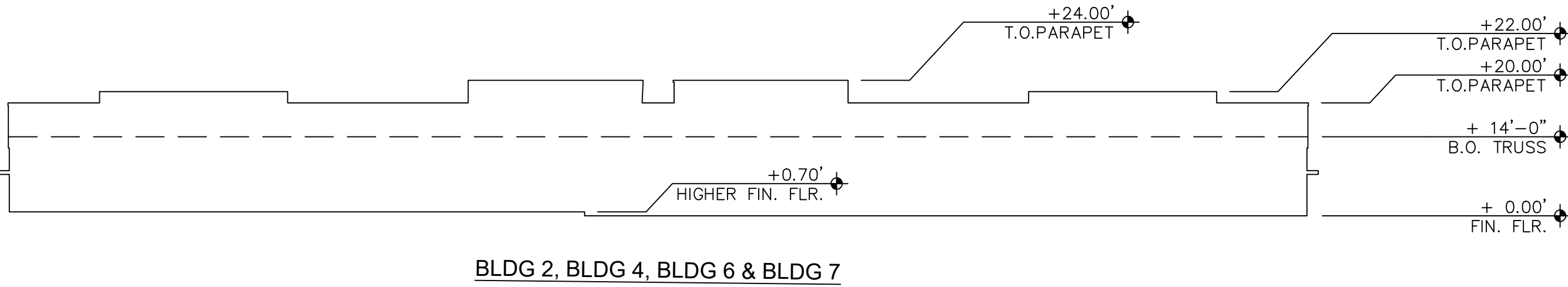
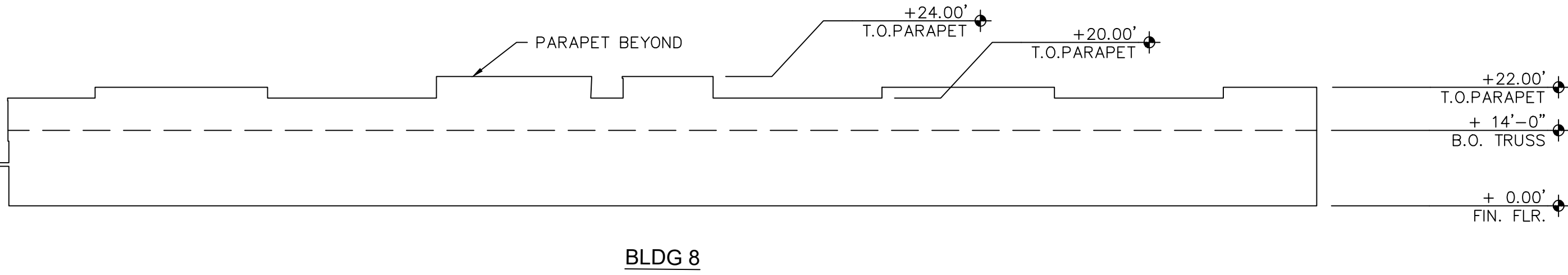
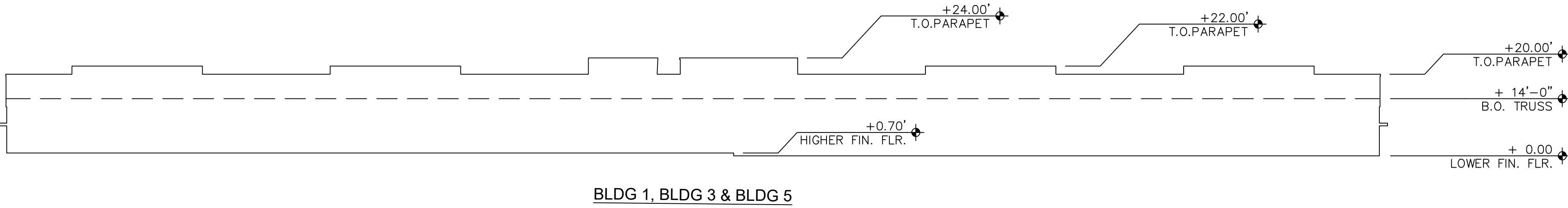
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CASE # FS21-827

Page 320 of 364

CONDOMINIUM PLAT
FOR
"DOMINION BUSINESS PARK, A CONDOMINIUM"



EXPIRES 12/31/24

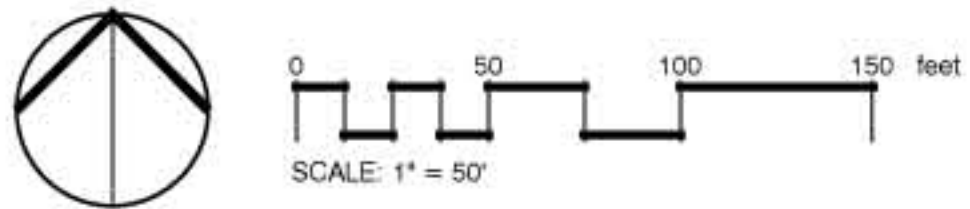
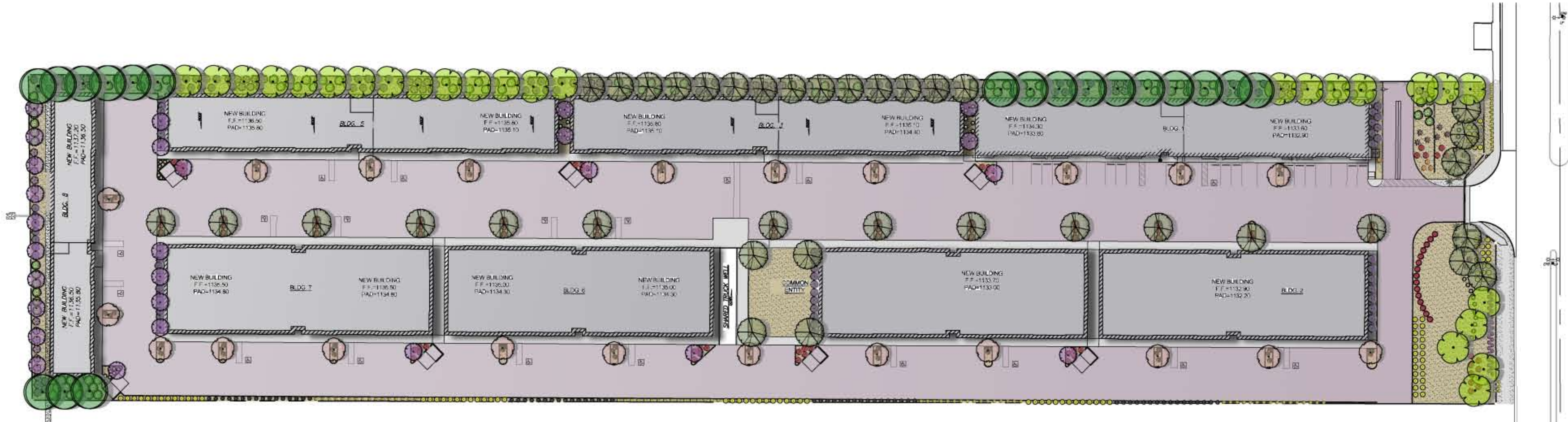
CONDOMINIUM PLAT
FOR
"DOMINION BUSINESS PARK, A CONDOMINIUM"
A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
OWNER: DOMINION GROUP OF COMPANIES, LLC
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**OUTER LIMITS
LAND SURVEYING**
PO Box 71957
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DRN BY: BES
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JOB NO. 21119
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4
OF 4

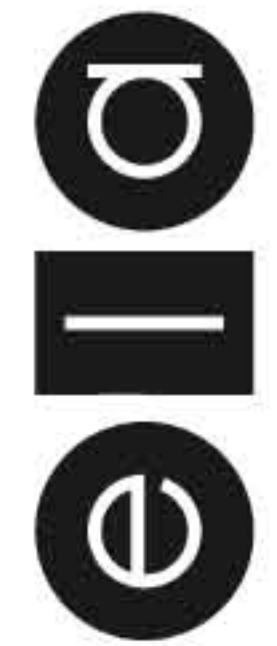
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PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME QTY	SIZE	SHRUBS	BOTANICAL / COMMON NAME QTY	SIZE
	CERCIDIUM PREACOX SONORAN PALO VERDE	24" BOX 26		ANISACANTHUS THURBERI THURBER'S DESERT HONEYSUCKLE	5 GAL 50
	CHILOPSIS LINEARIS DESERT WILLOW	24" BOX 22		BOUGAINVILLEA SPECTABILIS 104 GREAT BOUGAINVILLEA	5 GAL
	PROSOPIS GLANDULOSA HONEY MESQUITE	24" BOX 19		CALLIANDRA ERIOPHYLLA FAIRY DUSTER	5 GAL 54
	QUERCUS VIRGINIANA 'HERITAGE' HERITAGE SOUTHERN LIVE OAK	24" BOX 37		CASSIA ARTEMISIOIDES 133 FEATHERY CASSIA	5 GAL
	VITEX AGNUS-CASTUS CHASTE TREE	24" BOX 27		CHRYSACTINIA MEXICANA DAMIANITA	1 GAL 97
				DASYLIRION LONGISSIMUM TOOTHLESS DESERT SPOON	5 GAL 10
				HESPERALOE PARVIFLORA RED YUCCA	5 GAL 12
				JUSTICIA CALIFORNICA CHUPAROSA	5 GAL 4
				LANTANA MONTEVIDENSIS 'NEW GOLD' 112 TRAILING LANTANA	1 GAL
				LEUCOPHYLLUM FRUTESCENS 'COMPACTA' COMPACT TEXAS RANGER	5 GAL 87
				MELAMPODIUM LEUCANTHUM BLACKFOOT DAISY	1 GAL 64
				MUHLENBERGIA RIGENS DEER GRASS	5 GAL 52
				ROSMARINUS OFFICINALIS 'PROSTRATUS' DWARF ROSEMARY	1 GAL 33
				RUELLIA PENNINSULARIS WILD PETUNIA	5 GAL 66



everett landscape architecture

DOMINION BUSINESS PARK

SURPRISE, ARIZONA

DATE

8/31/21

21042

Sheet Title:
PRELIMINARY
LANDSCAPE
PLAN

Sheet:

L2

PROJECT # FS21-827

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

25 October 2021

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

Ms. Lorraine Nevarez
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS21-827; Dominion Business Park (APN: 509-08-885)

Dear Ms. Nevarez

Thank you for allowing Luke AFB to make comments on the Dominion Business Park application. This development review application requests development of an office/warehouse business park consisting of eight buildings totaling 131,718 sq. ft. The buildings maximum overall height will be 30 ft. The site sits on 7.9 acres and is located on the west side of Litchfield Road between Peoria Avenue and Cactus Road in Surprise, AZ and is inside 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.

Subject to the results of an FAA Obstruction Analysis Evaluation, this request, as described in the narrative, will not negatively impact the flying and base operations at Luke AFB. Since the development 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 occupants about Luke AFB operations.

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

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165
Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2021.10.25 08:47:01 -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



FS21-827

Dominion Business Park - Condominium Plat

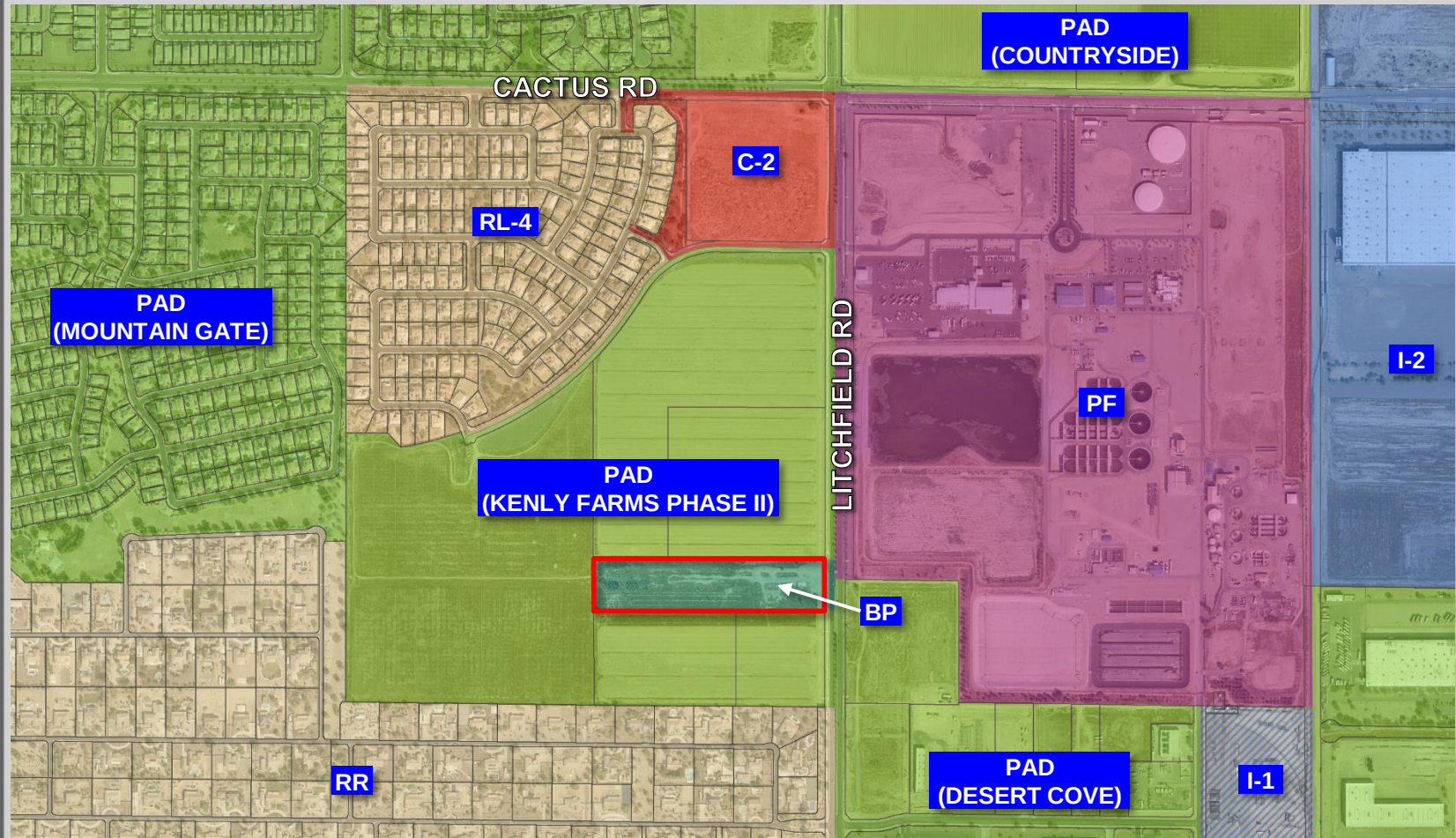
City Council – December 6, 2022



FS21-827 VICINITY MAP



FS21-827 VICINITY MAP



FS21-827 VICINITY MAP

FOR
"DOMINION BUSINESS PARK, A CONDOMINIUM"



LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE	
LINE	LENGTH BEARING	LINE	LENGTH BEARING	LINE	LENGTH BEARING	LINE	LENGTH BEARING	LINE	LENGTH BEARING
L01	1176.45 N09°15'17"W	L10	1128.90 N07°22'37"E	L21	1250.12 S05°22'28"E	L30	1445.37 S04°22'37"E	L41	24.37 N07°22'37"E
L02	43.58 N04°04'17"E	L11	20.00 S07°22'37"E	L22	84.73 S05°22'28"E	L31	88.49 N04°04'17"E	L42	88.49 N04°04'17"E
L03	20.00 N04°04'17"E	L12	20.00 S07°22'37"E	L23	20.00 S05°22'28"E	L32	20.00 N04°04'17"E	L43	20.00 N04°04'17"E
L04	7.00 N04°04'17"E	L13	71.13 S07°22'37"E	L24	20.00 S05°22'28"E	L33	20.00 N04°04'17"E	L44	20.00 N04°04'17"E
L05	10.84 N04°04'17"E	L14	4.00 N07°22'37"E	L25	16.88 S05°22'28"E	L34	20.00 N04°04'17"E	L45	20.00 N04°04'17"E
L06	10.84 N04°04'17"E	L15	20.00 S07°22'37"E	L26	63.76 S05°22'28"E	L35	20.00 N04°04'17"E	L46	20.00 N04°04'17"E
L07	10.84 N04°04'17"E	L16	4.12 S07°22'37"E	L27	20.00 S05°22'28"E	L36	20.00 N04°04'17"E	L47	20.00 N04°04'17"E
L08	10.84 N04°04'17"E	L17	20.00 S07°22'37"E	L28	71.60 S05°22'28"E	L37	20.00 N04°04'17"E	L48	20.00 N04°04'17"E
L09	12.89 S02°22'37"E	L18	4.12 S07°22'37"E	L29	20.00 S05°22'28"E	L38	20.00 N04°04'17"E	L49	20.00 N04°04'17"E
L10	12.89 S02°22'37"E	L19	2.08 N07°22'37"E	L30	20.00 S05°22'28"E	L39	20.00 N04°04'17"E	L50	20.00 N04°04'17"E
L11	71.21 S07°22'37"E	L20	20.00 S07°22'37"E	L41	16.87 S05°22'28"E	L51	20.00 N04°04'17"E	L60	20.00 N04°04'17"E
L12	8.10 N07°22'37"E	L21	3.83 S07°22'37"E	L42	51.86 N04°04'17"E	L52	34.76 S05°22'28"E	L61	20.00 N04°04'17"E
L13	20.00 N07°22'37"E	L22	85.58 N04°04'17"E	L43	79.78 N04°04'17"E	L53	20.00 N04°04'17"E	L62	20.00 N04°04'17"E
L14	20.00 N07°22'37"E	L23	4.40 N07°22'37"E	L44	20.00 N04°04'17"E	L54	20.00 N04°04'17"E	L63	20.00 N04°04'17"E
L15	228.26 S09°23'17"E	L24	20.00 S07°22'37"E	L45	20.00 S05°22'28"E	L55	16.28 N04°04'17"E	L64	20.00 N04°04'17"E



LEGEND

---	CENTER LINE
---	RIGHT-OF-WAY LINE
---	SUBJECT PROPERTY LINE
---	PRIORITY TIE
●	FOUND MONUMENT AS PL
○	FOUND 1/2" REBAR W/
○	CALCULATED POINT: NO
●	SET 1/2" REBAR W/ CH
APR	ASSESSORS PARCEL MAP
MCR	MISSOURI COUNTY REC
(M)	MEASURED
(P)	RECORDED
CE	COMMON ELEMENT
DE	DRAINAGE EASEMENT
R/W	RIGHT-OF-WAY



EXPENSE 11/20/94

CONDOMINIUM PLAT
FOR
"DOMINION BUSINESS PARK, A CONDOMINIUM"
A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 1 WEST
OF THE 5TH AND 6TH PRINCIPAL MERIDIAN, BRIDGECRITY COUNTY, WISCONSIN.
OWNER: DOMINION GROUP OF COMPANIES, LLC



OUTER LIMITS LAND SURVEYING

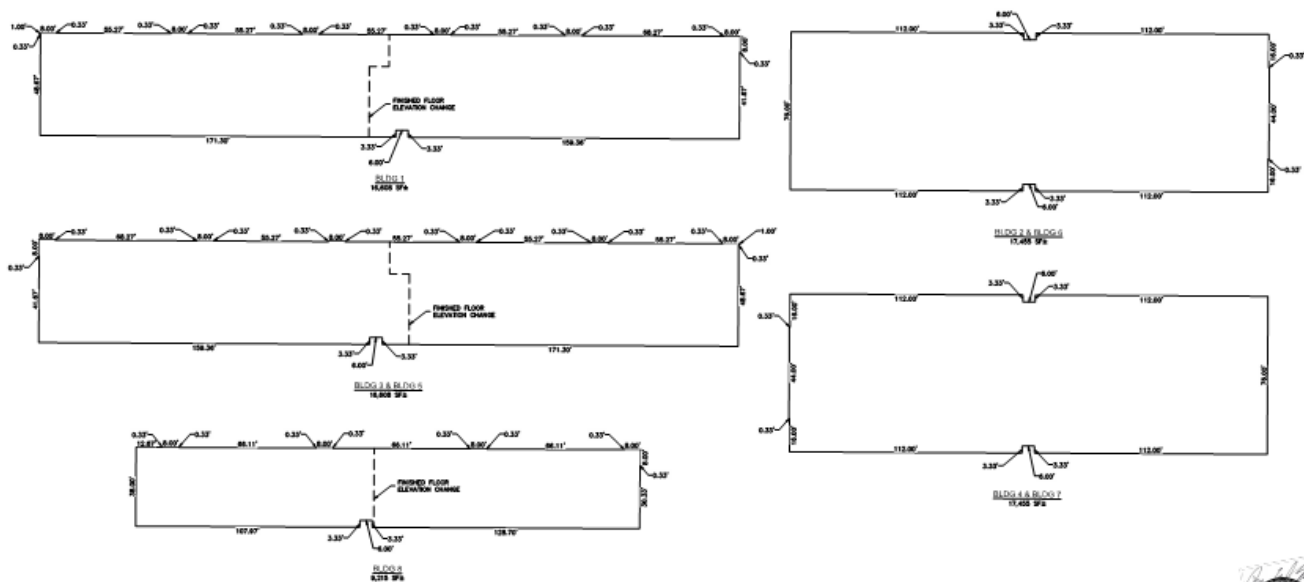
PO Box 7463 TEL: 508 488 1154
Beverly, MA 01915 www.mhfi.com

DATE	05.20.22
CHK. BY	MLB
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ACC NO.	21119
POST	

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CASE 11:15-cv-00001 Document 1-1 Filed 01/21/16 Page 1 of 1

CONDOMINIUM PLAT
FOR
"DOMINION BUSINESS PARK, A CONDOMINIUM"



CONDOMINIUM PLAT
FOR
"DOMINION BUSINESS PARK, A CONDOMINIUM"
A PORTION OF THE 2.00 AC. LOT OF SECTION 01, TOWNSHIP 16 NORTH, RANGE 1 WEST,
OF THE SALT RIVER VALLEY, MARICOPA COUNTY, ARIZONA
OWNER: "DOMINION GROUP OF COMPANIES, LLC"
11000 NORTH LACON BLVD. #1000

**OUTER LIMITS
LAND SURVEYING**

601 San Diego
Phoenix, AZ 85003

TEL: 480.480.1104
www.outerlimitsurveying.com

DATE	10/25/24
BY	RLS
CHECKED BY	RLS
DATE	10/25/24
3	OF 4

CADD: 8-P-327-4-027

**FS21-827 CONDOMINIUM
PLAT**

FOR
"DOMINION BUSINESS PARK, A CONDOMINIUM"



LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE	
LINE	BEARING	LINE	BEARING	LINE	BEARING	LINE	BEARING	LINE	BEARING
L01	117.45 S 89°51'17" E	L118	12.80 S 90°22'28" E	L121	12.51 S 90°22'28" E	L141	28.38 S 90°22'28" E	L161	126.42 S 90°42'30" E
L02	150.84 S 89°51'17" E	L119	20.60 S 90°22'28" E	L122	84.72 S 90°22'28" E	L142	28.47 S 90°22'28" E	L162	126.50 S 90°42'30" E
L03	150.84 S 89°51'17" E	L120	28.40 S 90°22'28" E	L123	84.72 S 90°22'28" E	L143	28.56 S 90°22'28" E	L163	126.58 S 90°42'30" E
L04	20.60 S 90°22'28" E	L121	77.12 S 90°22'28" E	L124	20.60 S 90°22'28" E	L144	28.65 S 90°22'28" E	L164	126.66 S 90°42'30" E
L05	77.12 S 90°22'28" E	L122	4.88 S 90°22'28" E	L125	16.80 S 90°22'28" E	L145	28.74 S 90°22'28" E	L165	126.74 S 90°42'30" E
L06	150.84 S 89°51'17" E	L123	4.88 S 90°22'28" E	L126	82.79 S 90°22'28" E	L146	28.83 S 90°22'28" E	L166	126.82 S 90°42'30" E
L07	150.84 S 89°51'17" E	L124	4.88 S 90°22'28" E	L127	20.60 S 90°22'28" E	L147	28.92 S 90°22'28" E	L167	126.90 S 90°42'30" E
L08	150.84 S 89°51'17" E	L125	4.88 S 90°22'28" E	L128	20.60 S 90°22'28" E	L148	29.01 S 90°22'28" E	L168	126.98 S 90°42'30" E
L09	150.84 S 89°51'17" E	L126	4.88 S 90°22'28" E	L129	20.60 S 90°22'28" E	L149	29.10 S 90°22'28" E	L169	127.06 S 90°42'30" E
L10	20.60 S 90°22'28" E	L127	4.88 S 90°22'28" E	L130	20.60 S 90°22'28" E	L150	29.19 S 90°22'28" E	L170	127.14 S 90°42'30" E
L11	77.12 S 90°22'28" E	L128	4.88 S 90°22'28" E	L131	16.80 S 90°22'28" E	L151	29.28 S 90°22'28" E	L171	127.22 S 90°42'30" E
L12	5.00 S 90°22'28" E	L129	4.88 S 90°22'28" E	L132	81.96 S 90°22'28" E	L152	29.37 S 90°22'28" E	L172	127.30 S 90°42'30" E
L13	5.00 S 90°22'28" E	L130	4.88 S 90°22'28" E	L133	81.96 S 90°22'28" E	L153	29.46 S 90°22'28" E	L173	127.38 S 90°42'30" E
L14	5.00 S 90°22'28" E	L131	4.88 S 90°22'28" E	L134	24.33 S 90°22'28" E	L154	29.55 S 90°22'28" E	L174	127.46 S 90°42'30" E
L15	228.06 S 90°22'28" E	L132	4.88 S 90°22'28" E	L135	20.60 S 90°22'28" E	L155	140.28 S 90°22'28" E	L175	127.50 S 90°42'30" E



LEGEND

- ```

----- CENTER LINE
----- RIGHT-OF-WAY LINE
----- SUBJECT PROPERTY LINE
-- -- -- -- -- PROPERTY TIE

@ FOUND ADJUTMENT AS NOTED
O FOUND 1/2" REBAR W/ GAL PLS 448
O CALCULATED POINT: NOT FOUND/NOT T
* SET 1/2" REBAR W/ GAL PLS 54120
APR ASSESSORS PARCEL NUMBER
MCR MARICOPA COUNTY RECORDS
(M) MEASURED
(P) RECORDED
DE COMMON ELEMENT
DC DRAINAGE EASEMENT
R/W RIGHT-OF-WAY

```



CONDOMINIUM PLAT

**"DOMINION BUSINESS PARK, A CONDOMINIUM"**  
A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST  
OF THE 5TH AND 6TH PRINCIPAL MERIDIAN, MARICOPA COUNTY, ARIZONA.  
OWNER: DOMINION GROUP OF COMPANIES, LLC  
1100 NORTH LITCHFIELD ROAD



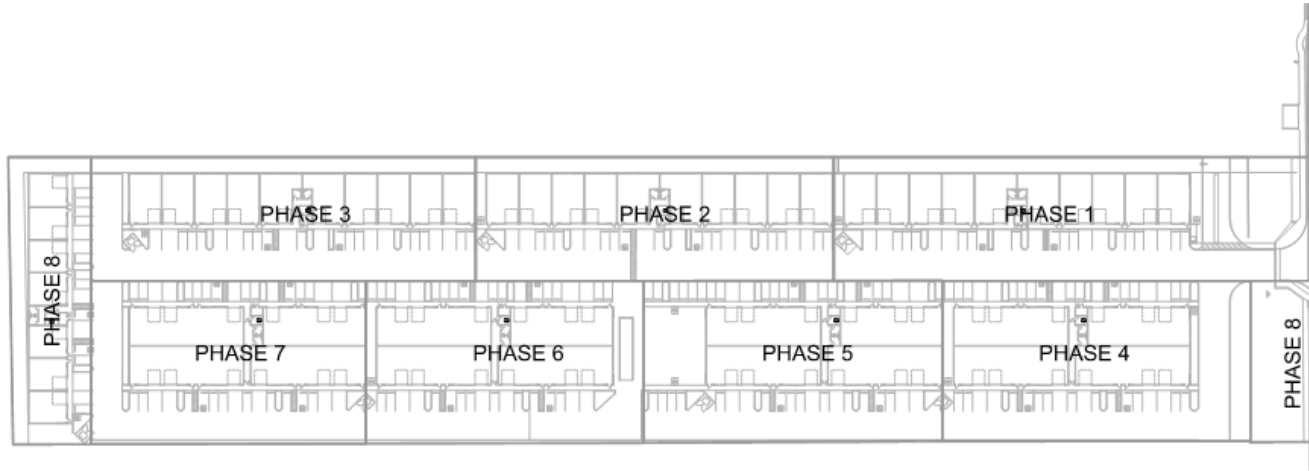
## OUTER LIMITS

### LAND SURVEYING

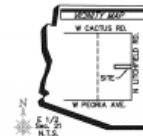
PO Box 7963  
Phoenix, AZ 85068  
TEL: 602-498-1354  
[www.cjagrimsharkey.com](http://www.cjagrimsharkey.com)

|        |       |
|--------|-------|
| CHC    | 01202 |
| CRM BY | MS    |
| CHD BY | MS    |
| DOB NO | 21119 |
| DATE   |       |

2025 RELEASE UNDER E.O. 14176



CONSTRUCTION PHASING PLAN  
SCALE: 1" = 50'



FS21-827

**Architectural Concepts**

40000 California Blvd.  
San Diego, CA 92124  
Phone: (619) 514-1000  
Fax: (619) 514-1001  
www.architecturalconcepts.com

**ARC Services Inc.**  
1000 N. GARDEN PLAZA  
PHOENIX, ARIZONA 85006  
Phone: (602) 957-0100  
Fax: (602) 957-0101  
www.phoenixarc.com

**SEAL**

**DOMINION BUSINESS PARK**  
11294 NORTH LITCHFIELD ROAD  
SURPRISE, ARIZONA 85369

**CONSTRUCTION PHASE PLAN**

DATE: 10/05/01

Drawn by: [Signature]  
Checked by: [Signature]  
Scale: AS

☒ Design Development  
☐ Program Eval. Desc.  
☐ City Approval  
☐ Bill Postage  
☐ Construction Issue  
☐ General Drawing

Sheet Number: **PP**

# FS21-827 PHASING PLAN



| THREE                                                                             | BOTANICAL / COMMON NAME<br>ETY                            | SIZE       | SHRUBS                                                                            | BOTANICAL / COMMON NAME<br>ETY                              | SIZE     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------|------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------|----------|
|  | CERCOCARPUS PRAECOX<br>SAGE-OAK PALM VERDE                | 24" BOX 38 |  | ARGENTAEUS THURBERII<br>THURBERG'S GOLDENBUCKLE             | 6 GAL 5  |
|  | CHLORIS LINEARIS<br>DEBBY WILLOW                          | 24" BOX 32 |  | BOULDERVILLE SPECTABILIS<br>OR<br>GRAND BOULDERVILLE        | 6 GAL    |
|  | PRODRIPS GLANDULOSA<br>HONEY MESQUITE                     | 24" BOX 16 |  | CALLISPERMUM PHRYLLA<br>FAIRY CLUSTER                       | 6 GAL 5  |
|  | QUERCUS VIRGINIANA HERITAGE<br>HERITAGE SOUTHERN LIVE OAK | 24" BOX 57 |  | CASIMIA ANTHEMISES<br>133<br>FELICITY GAZEB                 | 6 GAL    |
|  | VITEX AGNUSCAETUS<br>CHAOTE TREE                          | 24" BOX 37 |  | COTYLEDON MEXICANA<br>DANDELION                             | 1 GAL 9  |
|                                                                                   |                                                           |            |  | DAURICURON LONGISSIMUM<br>TODD'S RED ROBERT BROOM           | 6 GAL 11 |
|                                                                                   |                                                           |            |  | HEPHERALDE PURPUREA<br>RED YUCCA                            | 6 GAL 11 |
|                                                                                   |                                                           |            |  | JUSTICIA CALIFORNICA<br>CHAMPAGNE                           | 6 GAL 4  |
|                                                                                   |                                                           |            |  | LANTANA MONTE-VIDEENSIS NEW GOLD<br>132<br>TRAILING LANTANA | 1 GAL    |
|                                                                                   |                                                           |            |  | LEUCOPHYLLUS FULVESCENS COMPACTA<br>COMPACT TRIUMF BURGER   | 6 GAL 8  |
|                                                                                   |                                                           |            |  | MELAMPYRUM LEUCANTHUM<br>BLACKFOOT Daisy                    | 1 GAL 0  |
|                                                                                   |                                                           |            |  | MULLENBERGIA ROSEAE<br>ROSE YUCCA                           | 6 GAL 3  |
|                                                                                   |                                                           |            |  | ROSA FRAGRANS OFFICINALIS PROSTRATAE<br>DWARF ROSEHEDGE     | 1 GAL 3  |
|                                                                                   |                                                           |            |  | RUSSULA PARMESINARIAE<br>WELSH PISTON                       | 6 GAL    |

PROJECT # P521-827



**DOMINION BUSINESS PARK**  
SURPRISE, ARIZONA

DATE  
8/1/01

2006

Sheet Title:  
PRELIMINARY  
LANDSCAPE  
PLAN

L2

# FS21-827 LANDSCAPE PLAN



# QUESTIONS / COMMENTS?

Thank You



## CITY OF SURPRISE Regular City Council Meeting

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Council Meeting Date: December 6, 2022      Contact Person: TANNER WESSEL  
Submitting Department: Community Development      District: District 3  
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, “AEO Powersports Plat” and dated October 07, 2022, a property generally located northwest of Cactus Road and Autoshow Avenue; Case FS22-1157.

---

**Motion:**

I move to approve the Final Plat entitled, “AEO Powersports Plat” and dated October 07, 2022.

---

**Background:**

Scott Wagner of Westcor Surprise LLC on behalf of Suburban Land Reserve, Inc. 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:**

The proposed Final Plat is consistent with the Surprise General Plan 2035, the City of Surprise Land Development Ordinance, and the Prasada PAD.

---

**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.

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**ATTACHMENTS:**

1. 00-FS22-1157 Autoshow at Prasada Final Plat - Staff Report
  2. 01 - FS22-1157 - 303 Autoshow at Prasada Final Plat - Vicinity Map
  3. 02 - FS22-1157 - 303 Autoshow at Prasada Final Plat - Zoning Map
  4. 03 - FS22-1157 - 303 Autoshow at Prasada Final Plat - Final Plat
  5. 04 - FS22-1157 - 303 Autoshow at Prasada Final Plat - Final Plat Exhibit
  6. FS22-1157 303 Autoshow at Prasada Final Plat - PowerPoint
-

# FINAL PLAT

## REPORT TO THE CITY COUNCIL

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**Case:** FS22-1157

**Project Name:** Autoshow at Prasada - Final Plat

**Council District:** 3 - Mesquite

**City Council Date:** December 06, 2022

**Planner:** Tanner Wessel, Planner I

---

**Owner:** Suburban Land Reserve Inc.

**Applicant:** Scott Wagner with Westcor Surprise LLC

**Request:** Final Plat to subdivide one (1) 22.31 acre (approx.) parcel into three (3) lots

**Site Location:** Generally located northwest of Cactus Road and Autoshow Avenue

**Site Size:** Approximately 22.3 acres (net)

**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.
- The proposed Final Plat is consistent with the Prasada PAD

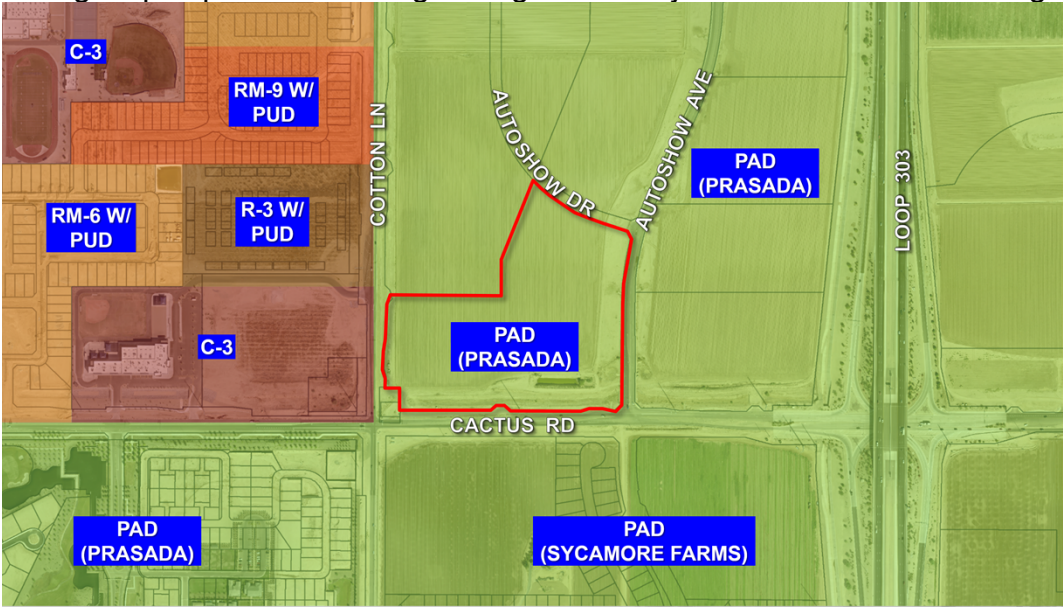
**Alternative Actions:** **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

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

**Additional Information:**

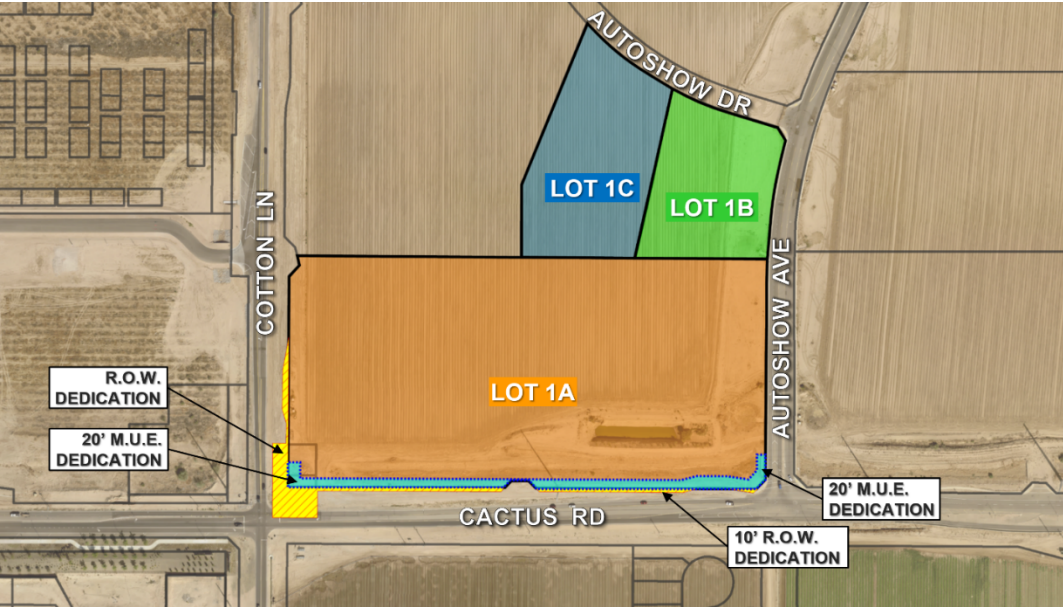
Scott Wagner of Westcor Surprise LLC on behalf of Suburban Land Reserve Inc. requests approval of a Final Plat entitled “AEO Powersports Plat” dated October 13, 2022. The subject request involves a Final Plat to re-plat one (1) vacant lot of approximately 22.3 net acres into three (3) lots.

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



|               |                      |                      |
|---------------|----------------------|----------------------|
| R-3 W/ PUD    | PAD (Prasada)        | PAD (Prasada)        |
| R-3 W/PUD     | <b>PAD (Prasada)</b> | PAD (Prasada)        |
| C-3           |                      |                      |
| PAD (Prasada) | PAD (Sycamore Farms) | PAD (Sycamore Farms) |

The subject final plat dedicates a 20-foot Municipal Use Easement (MUE) along the southern boundary of Lot 1A. Additionally, 10-feet of Right-of-Way is dedicated along Cactus Road. Portions of the western boundary of Lot 1A are also being dedicated to provide 68-feet of Right-of-Way for Cotton Lane.



The approximate area for each parcel is shown below:

- Lot 1A – 16.07 acres
- Lot 1B – 2.72 acres
- Lot 1C – 3.52 acres

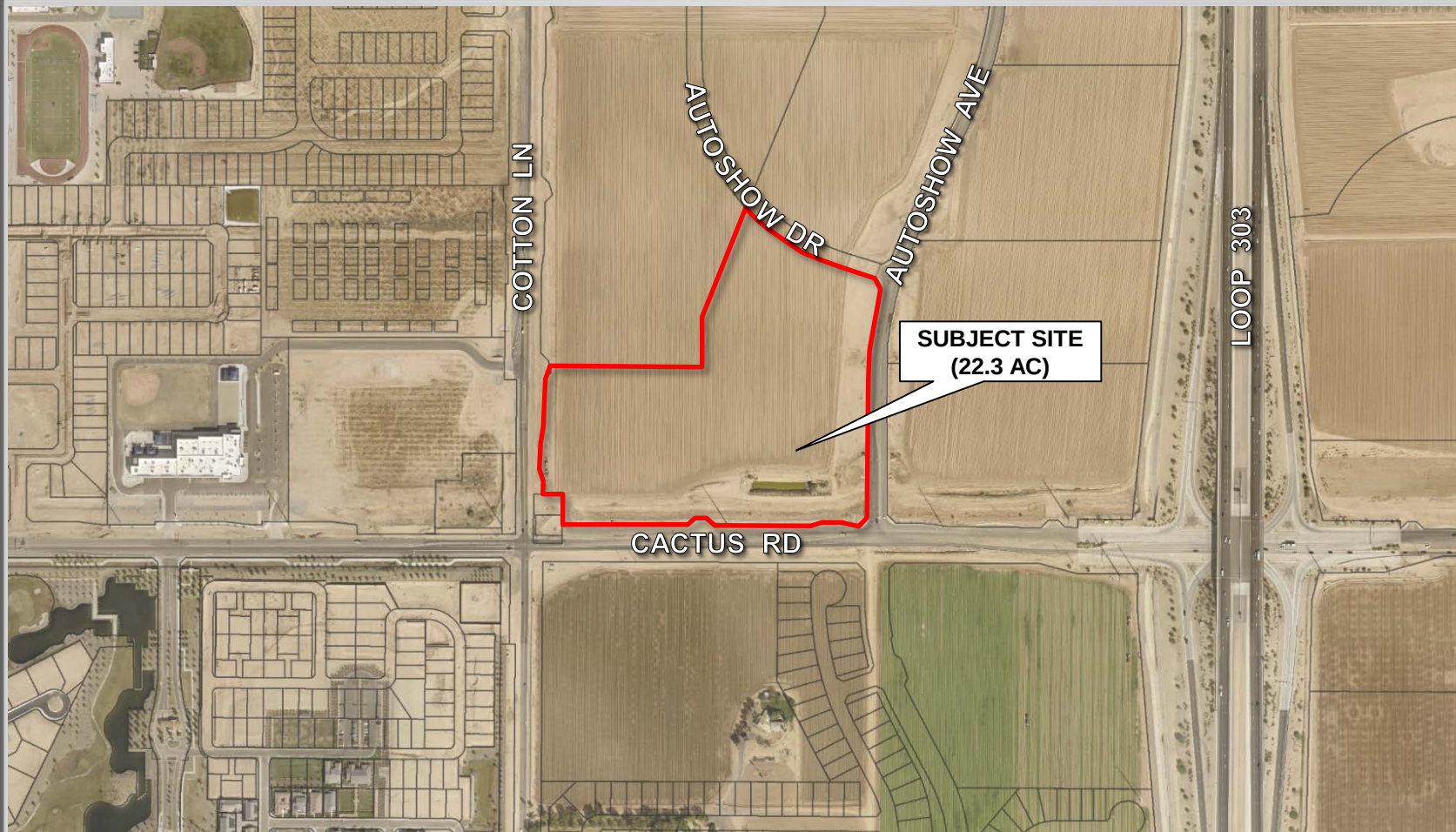
The proposed Final Plat dedicates the following:

- 20' Municipal Use Easement (MUE) along the southern boundary of Lot 1A.
- 10' Right-of-Way dedication along the southern boundary of Lot 1A
- Right-of-Way dedication at the northeast corner of Cactus Road and Cotton Lane and along portions of the western boundary of Lot 1A.

**Attachments:**

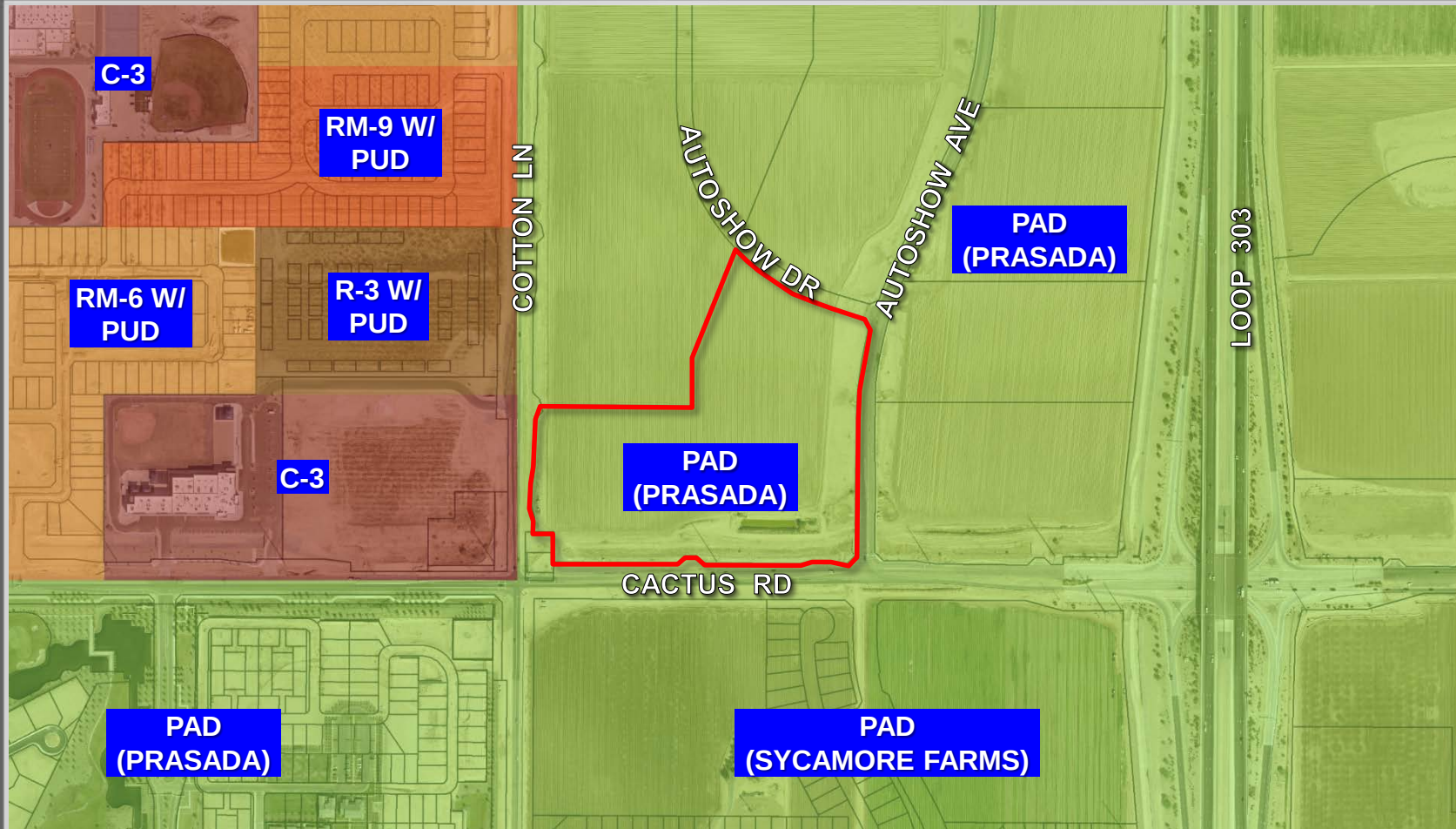
01 Vicinity Map  
02 Zoning Map  
03 Final Plat  
04 Plat Exhibit  
PPT





# FS22-1157 VICINITY MAP





# FS22-1157 ZONING MAP



DWG: F:\2022\02001--02500\022--02475\40--Design\Survey\SRVY\Xref\V\_BPLAT\_02202475.dwg  
DATE: Oct 14, 2022 10:18am  
USER: bziegler  
XREFS: V\_XBNDY\_02202475 V\_ALLPTS\_02202475

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT SUBURBAN LAND RESERVE, INCORPORATED ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "AEO POWERSPORTS PLAT", A REPLAT OF LOT 1 OF THE FINAL PLAT OF PRASADA-PHASE 1A, LOTS 4, 5, 6, AND 10, A COMMERCIAL SUBDIVISION, ACCORDING TO BOOK 1013, PAGE 33, BEING LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR "AEO POWERSPORTS PLAT" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER 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.

SUBURBAN LAND RESERVE, INCORPORATED ("GRANTOR") HEREBY GRANTS TO THE CITY OF SURPRISE ("CITY"), SUBJECT TO THE RESTRICTIONS SET FORTH BELOW, A PERPETUAL NON-EXCLUSIVE EASEMENT (THE "MUNICIPAL USE EASEMENT") OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS "MUE" (THE "MUNICIPAL USE EASEMENT") FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, PREPARING, REPLACING, AND UTILIZING THE CERTAIN IMPROVEMENTS AND INFRASTRUCTURE FACILITIES ("MUNICIPAL USE FACILITIES"), INCLUDING, WITHOUT LIMITATION, PUBLIC AND PRIVATE UTILITIES AND REQUIRED ABOVE GROUND APPURTENANCES (E.G., CABINETS, TRANSFORMERS, PADS, PEDESTALS, SWITCH GEAR, ETC.), CONDUITS, SLEEVES, STUBS, METERS, PULL BOXES, TRAFFIC CONTROL DEVICES, DRAINAGE, RETENTION, PATHS, TRAILS, SIDEWALKS, HARDSCAPE, LANDSCAPE, IRRIGATION, CURBS, GUTTERS, BUS BAYS, DECELERATION LANES, RIGHT TURN LANES, DRIVEWAY ENTRANCES, STREET SIGNAGE, TRAFFIC SIGNALS, PROJECT SIGNAGE (PUBLIC AND PRIVATE), MONUMENTATION, SCREEN WALLS AND ENTRY FEATURES (IN ACCORDANCE WITH THE PRASADA GATEWAY VILLAGE ("PGV") COMMERCIAL DESIGN GUIDELINES). THE MUNICIPAL USE EASEMENT ALSO INCLUDES INGRESS AND EGRESS TO AND FROM THE MUNICIPAL USE EASEMENT AREAS IN ORDER TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REPLACE ALL MUNICIPAL USE FACILITIES AS MAY FROM TIME TO TIME BE LOCATED WITHIN THE MUNICIPAL USE EASEMENT AREAS. THE MUNICIPAL USE EASEMENT IS FOR THE BENEFIT OF, AND THE TERM "GRANTEE" SHALL INCLUDE, THE CITY AND ALL PUBLIC UTILITY PROVIDERS AND OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITIES TO WHICH THE CITY GRANTS RIGHTS WITHIN THE MUNICIPAL USE EASEMENT AREAS.

SUBURBAN LAND RESERVE, INCORPORATED ("GRANTOR") HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT A SEWER EASEMENT AS AND WHERE SHOWN ON THIS PLAT FOR THE PURPOSE OF CONTINUOUS AND UNINTERRUPTED USE OF THE PRIVATE SEWER SYSTEM FOR THE PURPOSE IF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE SEWER LINES, MANHOLES, AND ASSOCIATED EQUIPMENT.

OWNERS HEREBY GRANT TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

ALL OF THE PROVISIONS SET FORTH HEREIN, INCLUDING THE MUNICIPAL USE EASEMENT GRANTED HEREBY, SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF GRANTORS, GRANTEE, WATER GRANTEE AND THEIR RESPECTIVE TRANSFEREES, SUCCESSORS AND ASSIGNS.

ADMINISTRATION AND MAINTENANCE OF THE MUNICIPAL USE EASEMENT, THE REGIONAL DRAINAGE EASEMENT, AND THE SEWER EASEMENT RESIDE WITH GRANTORS OR THEIR SUCCESSORS, ASSIGNEES AND DESIGNEES.

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 FORMAL COUNCIL ACTION.

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.

SUBURBAN LAND RESERVE, INCORPORATED ("GRANTOR") HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THE PROPERTY SHOWN ON THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER SUCH PROPERTY, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, 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 EASEMENTS GRANTED WITHIN THIS PLAT ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON GRANTORS AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN, GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES THAT ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER THAT WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

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

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.

AEO POWERSPORTS PLAT

A REPLAT OF LOT 1 OF THE FINAL PLAT OF "PRASADA-PHASE 1A, LOTS 4, 5, 6 AND 10" A COMMERCIAL SUBDIVISION, BOOK 1013 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE WEST HALF OF SECTION 13, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION (CONTINUED)

IN WITNESS WHEREOF:

SUBUBAN LAND RESERVE, INCORPORATED, HAS HEREUNTO CAUSED ITS CORPORATE NAME AND ITS CORPORATES SEAL TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE UDERIGNED OFFICER THEREUNTO DULY AUTHOURIZED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BY: SUBURBAN LAND RESERVE, INC

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED HIMSELF/HERSELF 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 HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF PRASADA PHASE 1A DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A PRASADA PHASE 1A DEVELOPMENT AGREEMENT DATED AUGUST 22, 2007 (AGREEMENT) WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 4, 2007, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCKET #07-0983559. 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, THEY 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 LANDOWNER AT 5 TRIAD CENTER, SUITE 325, SALT LAKE CITY, UT 84180, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUES

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MARICOPA COUNTY MUNICIPAL WATER  
CONSERVATION DISTRICT NUMBER ONE, A  
POLITICAL SUBDIVISION OF THE STATE OF  
ARIZONA ("MWD")

BY: \_\_\_\_\_  
CHRISTINE CAIN

ITS: PROPERTY AND CONTRACTS MANAGER

SUBURBAN LAND RESERVE, INCORPORATED

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
GLEN VORTHERMS

ITS: ASSISTANT SECRETARY

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

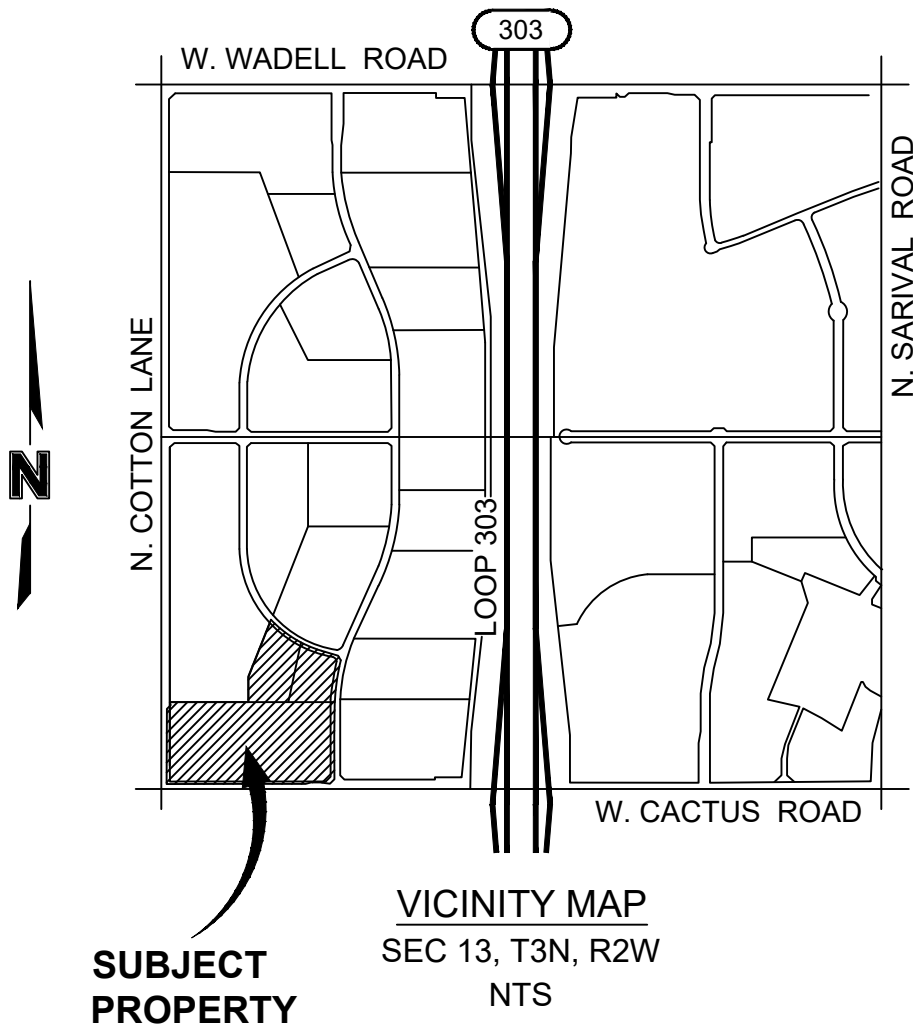
OWNER

SUBURBAN LAND RESERVE INC.  
P.O. BOX 511196  
SALT LAKE CITY, UT 84196  
PHONE: 801.321.7557  
CONTACT: DAVID CANNON

SURVEYOR

OLSSON  
6437 W CHANDLER BOULEVARD  
CHANDLER, AZ 85226  
PHONE: (480) 829-6000  
CONTACT: WILLIAM D. ZIEGLER

| LOT AREA TABLE |               |        |
|----------------|---------------|--------|
| LOT            | SQUARE FEET ± | ACRES  |
| 1A             | 699963        | 16.069 |
| 1B             | 118581        | 2.722  |
| 1C             | 153141        | 3.516  |
| R/W            | 22916         | 0.526  |
| TOTAL          | 994601        | 22.307 |



APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, BY THE 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

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 APRIL 2021, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED. THE BOUNDARY SURVEY, AS SHOWN ON THIS PLAT, MEETS THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

WILLIAM D. ZIEGLER, R.L.S. 64347  
EXPIRATION DATE: 6/30/2023  
6437 W CHANDLER BOULEVARD  
CHANDLER, AZ 85226  
480.829.6000



AEO POWERSPORTS PLAT

A REPLAT OF LOT 1 OF THE FINAL PLAT OF "PRASADA-PHASE 1A, LOTS 4, 5, 6 AND 10" A COMMERCIAL SUBDIVISION, BOOK 1013 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE WEST HALF OF SECTION 13, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE, ARIZONA

REVISIONS

REVISIONS DESCRIPTION

DATE

REV. NO.

2022

drawn by: \_\_\_\_\_ DAB  
designed by: \_\_\_\_\_ DAB/WDZ  
checked by: \_\_\_\_\_ WDZ  
project no.: 022-02475  
date: 10.07.2022

SHEET  
1 of 3

FS22-1157



A REPLAT OF LOT 1 OF THE FINAL PLAT OF "PRASADA-PHASE 1A, LOTS 4, 5, 6 AND 10" A COMMERCIAL SUBDIVISION, BOOK 1013 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE WEST HALF OF SECTION 13, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LOT 1, OF THE FINAL PLAT OF "PRASADA-PHASE 1A, LOTS 4, 5, 6 AND 10", A COMMERCIAL SUBDIVISION ACCORDING TO THE PLAT RECORDED IN BOOK 1013 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA.

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID SOUTH LINE BEING MONUMENTED AT THE SOUTH QUARTER CORNER OF SAID SECTION 13 BY A 3-INCH M.C.D.O.T. BRASS CAP IN A HANDHOLE, STAMPED "LS#31038 2011", AND MONUMENTED AT THE SOUTHWEST CORNER OF SAID SECTION 13 BY A 3-INCH CITY OF SURPRISE BRASS CAP, HAVING A MEASUREMENT OF S89°44'33"E AT A DISTANCE OF 2627.89 FEET BETWEEN SAID MONUMENTS (AS MEASURED AND DESCRIBED ON THE FINAL PLAT OF " PRASADA - PHASE 1A LOTS 4, 5, 6 AND 10" RECORDED IN BOOK 1013 OF MAPS, PAGE 33)

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION ZONE "X". BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 04013C1660L, WITH AN REVISION DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, SURPRISE, ARIZONA. ZONE X BEING DEFINED AS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

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 DOCKET 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 TRUST AND/OR DECLARATIONS OF NEIGHBORHOOD UTILITY SERVICE AREA. MWD HAS PUBLIC UTILITY RIGHTS AND INTERESTS IN CERTAIN PUBLIC 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 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 GHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS 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 THIS IGA.

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 MAGNOISE 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.



WESTCOAST SURPRISE RSC LLC, ("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 ALL SUCH DAMAGE SHALL BE RELEASED TO THE LAND AND AIR SURROUNDING THE 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.

WESTCOR SURPRISE RSC LLC, ("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 THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS, AND MOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL, THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/ OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY 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.

1. 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.
2. 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.
3. NO ON-SITE GRADING OR EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. 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.
5. 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.
6. 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.

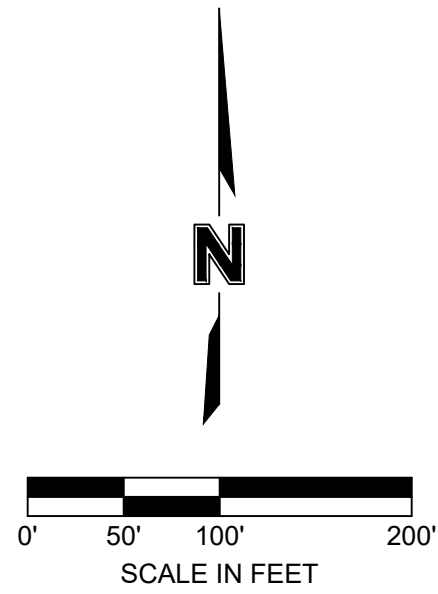
1. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
2. ALL CORNERS SHOWN WILL HAVE MONUMENTS SET WITHIN 90 DAYS OF APPROVAL OF THIS PLAT.
3. THIS SYMBOL DENOTES THAT THE MONUMENT POSITION IS CALCULATED PER THE PARENT PLAT STATED HEREON AS BOOK 1013, PAGE 33, M.C.R. THE ROADWAY STATED AS N. AUTOSHOW DRIVE UPON SAID PARENT PLAT HAS NOT YET BEEN CONSTRUCTED, THEREFORE, THESE MONUMENT POSITIONS ARE BEING SHOWN HEREON AS BEING A CALCULATED POINT.  
(SAID CALCULATED POSITION IS SHOWN UPON SHEET #3 LEGEND AND MAP. )

drawn by: \_\_\_\_\_ DAB  
designed by: \_\_\_\_\_ DAB/WDZ  
checked by: \_\_\_\_\_ WDZ  
project no.: \_\_\_\_\_ 022-02475  
date: \_\_\_\_\_ 10.13.2022



AEO POWERSPORTS PLAT

A REPLAT OF LOT 1 OF THE FINAL PLAT OF "PRASADA-PHASE 1A, LOTS 4, 5, 6 AND 10" A COMMERCIAL SUBDIVISION, BOOK 1013 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE WEST HALF OF SECTION 13, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



LEGEND

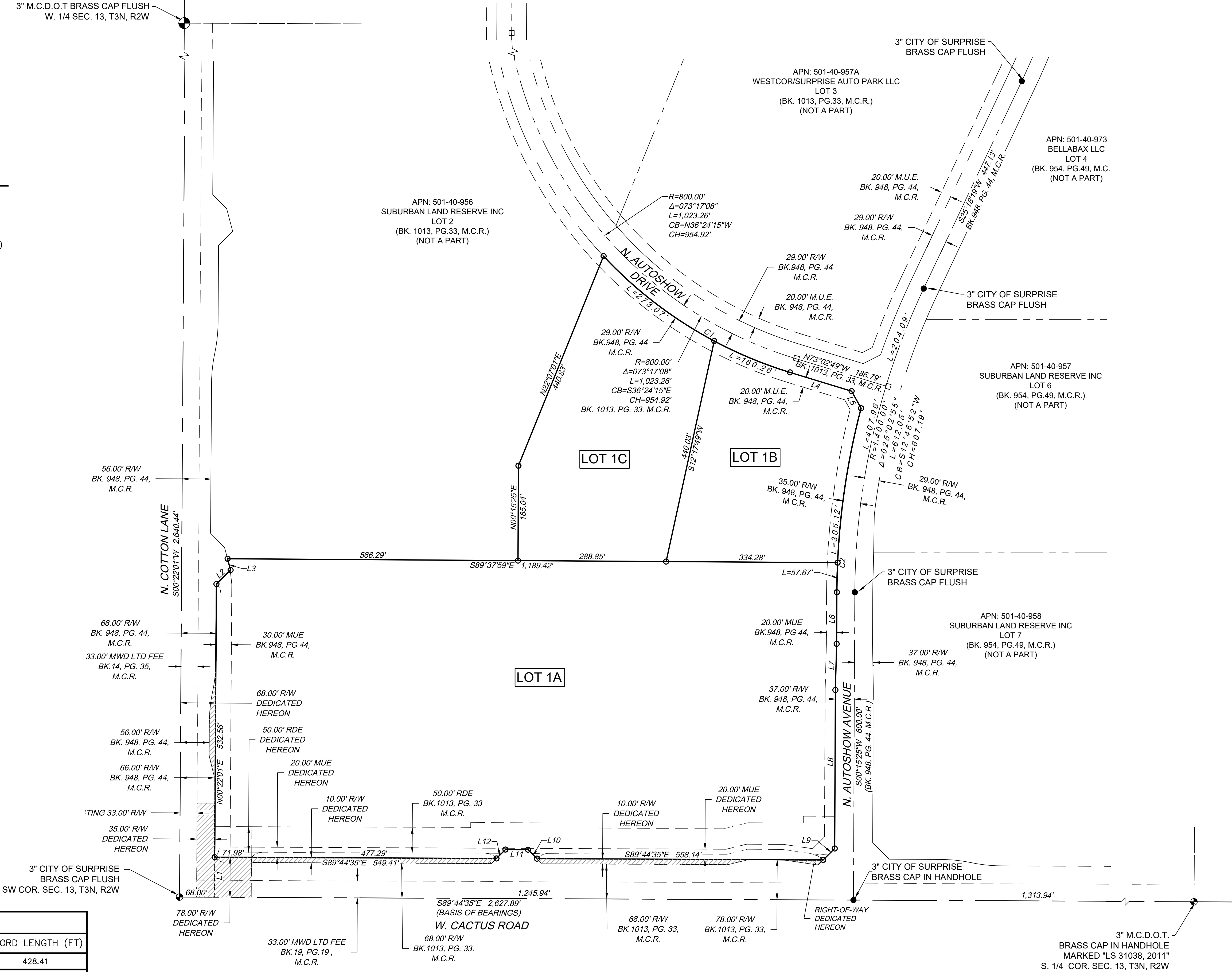
- FOUND SECTION CORNER (AS NOTED)
- SET MONUMENT (1/2" REBAR WITH TAG "RLS #64347")
- FOUND MONUMENT (AS NOTED)
- CALCULATED POSTION ( SEE SURVEYOR'S NOTE 3 ON SHEET 2)
- PLAT BOUNDARY & LOT LINES
- CALCULATED LINES OR TIES
- SECTION LINE
- ROAD CENTERLINE
- PUBLIC RIGHT-OF-WAY (R/W)
- EASEMENT LINE

APN = ASSESSOR'S PARCEL NUMBER  
APS = ARIZONA PUBLIC SERVICE COMPANY  
MCR = MARICOPA COUNTY RECORDS  
M.C.D.O.T. = MARICOPA COUNTY DEPARTMENT OF TRANFORMATION  
MWD = MARICOPA WATER DISTRICT EASEMENT  
RDE = REGIONAL DRAINAGE EASEMENT  
R/W = PUBLIC RIGHT-OF-WAY  
MUE = MUNICIPAL USE EASEMENT  
BK = BOOK  
PG = PAGE  
RIGHT-OF-WAY DEDICATION AREA

| LINE TABLE |             |             |
|------------|-------------|-------------|
| LINE ID    | DIRECTION   | LENGTH (FT) |
| L1         | N00°22'01"E | 78.00       |
| L2         | N45°22'01"E | 38.77       |
| L3         | N14°53'18"W | 22.80       |
| L4         | S73°02'49"E | 125.46      |
| L5         | S29°09'09"E | 38.02       |
| L6         | S00°15'25"W | 100.58      |
| L7         | S01°31'48"W | 90.02       |
| L8         | S00°15'25"W | 309.00      |
| L9         | S45°15'25"W | 31.70       |
| L10        | S44°44'35"E | 24.63       |
| L11        | N89°44'35"W | 44.00       |
| L12        | S45°15'25"W | 24.63       |

| CURVE TABLE |             |            |             |               |                   |
|-------------|-------------|------------|-------------|---------------|-------------------|
| CURVE ID    | RADIUS (FT) | DELTA      | LENGTH (FT) | CHORD BEARING | CHORD LENGTH (FT) |
| C1          | 829.00      | 029°56'56" | 433.32      | S58°04'21"E   | 428.41            |
| C2          | 1435.00     | 014°29'07" | 362.79      | S07°29'58"W   | 361.82            |

3" M.C.D.O.T BRASS CAP FLUSH  
W. 1/4 SEC. 13, T3N, R2W



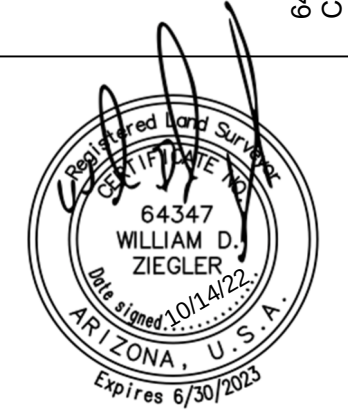
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REVISIONS

| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
|          |      |             |
|          |      |             |
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2022  
SURPRISE, ARIZONA



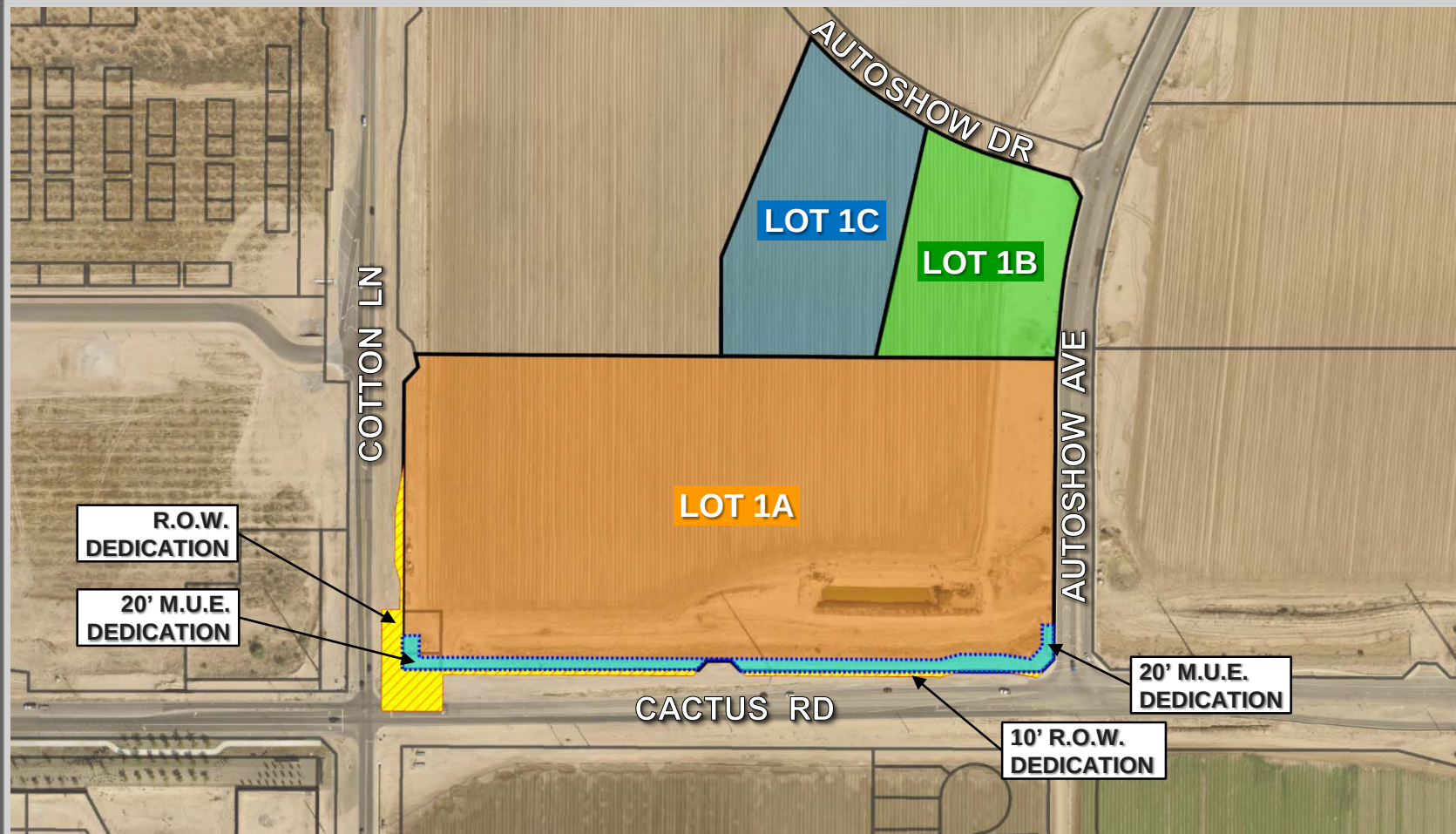
olsson

6437 W CHANDLER BOULEVARD  
CHANDLER, AZ 85226  
TEL. 480.829.6000  
www.olsson.com

drawn by: DAB  
designed by: DAB/WDZ  
checked by: WDZ  
project no.: 022-02475  
date: 10.13.2022

SHEET  
3 of 3

FS22-1157







# **FS22-1157**

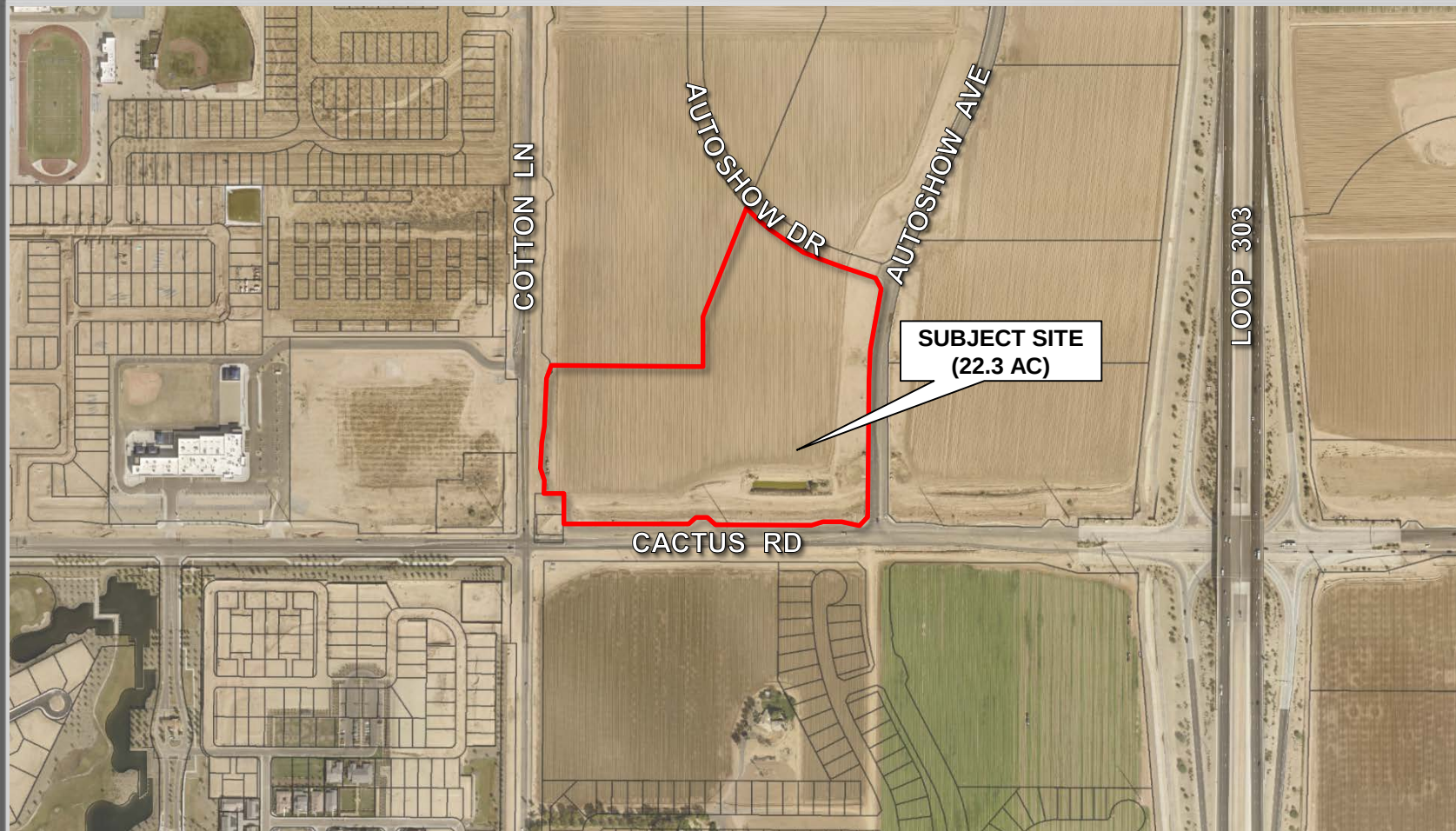
## **303 Autoshow at Prasada – Final Plat**

City Council  
December 06, 2022

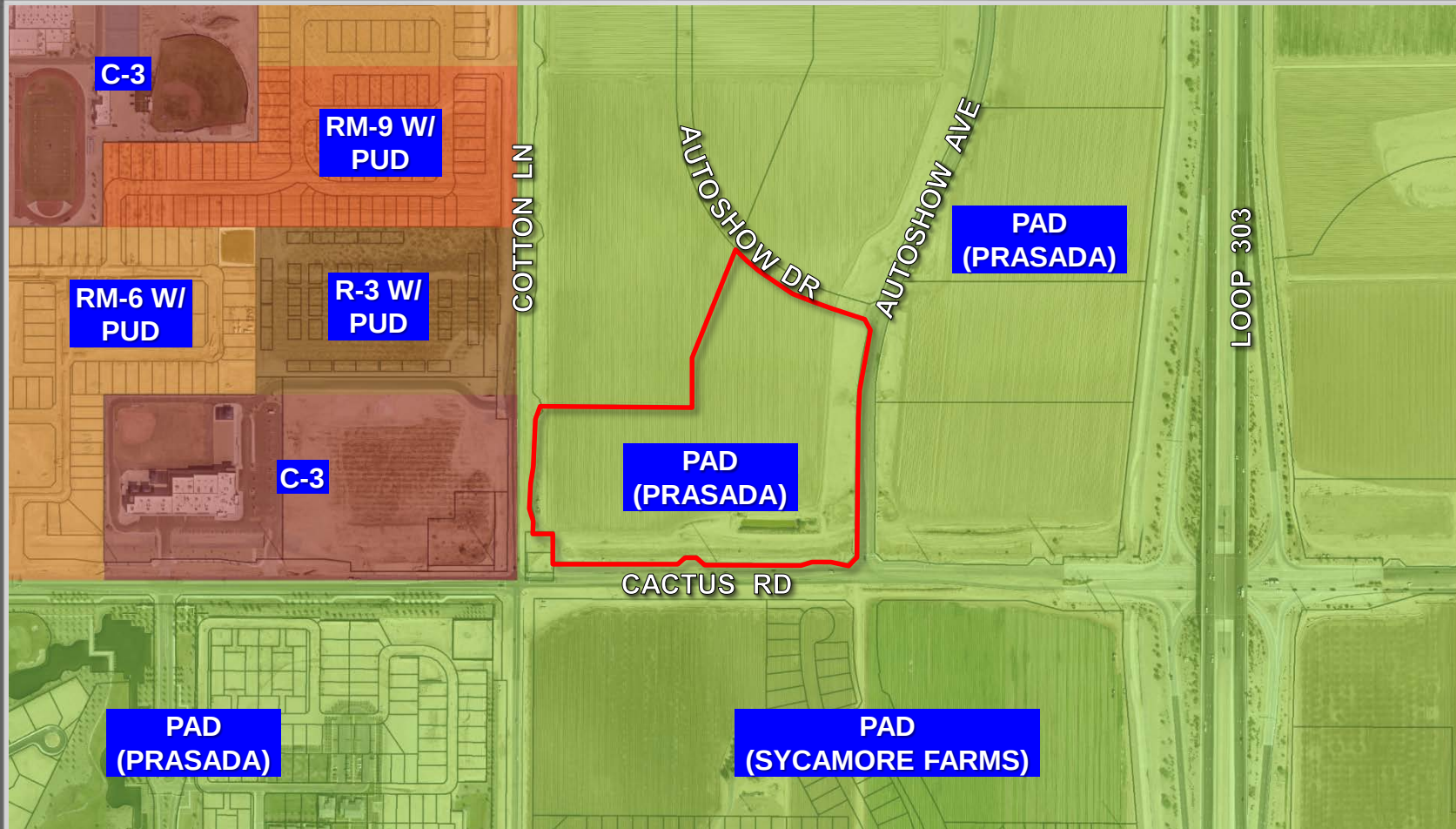


# FS22-1157 VICINITY MAP



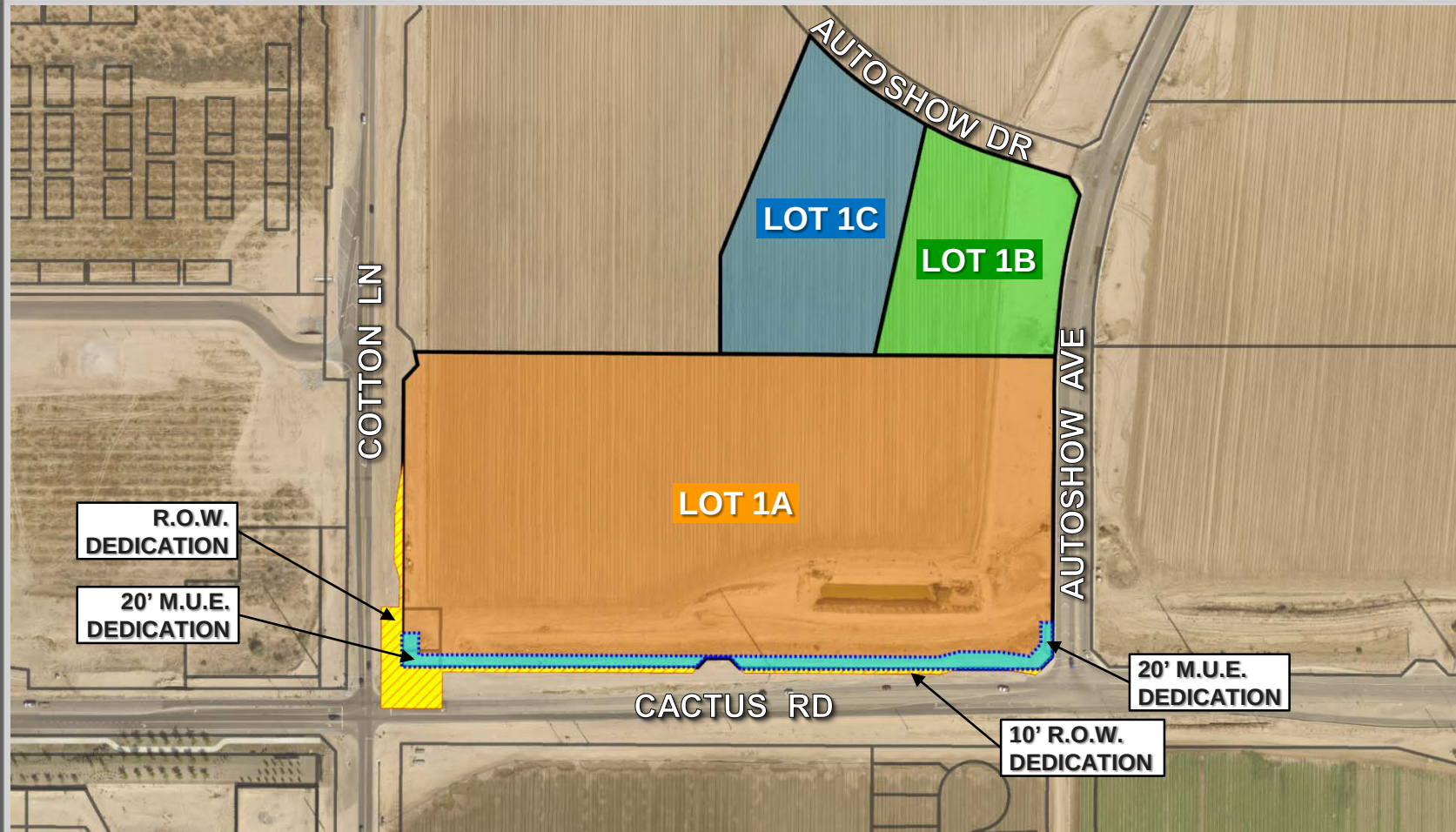


# FS22-1157 VICINITY MAP



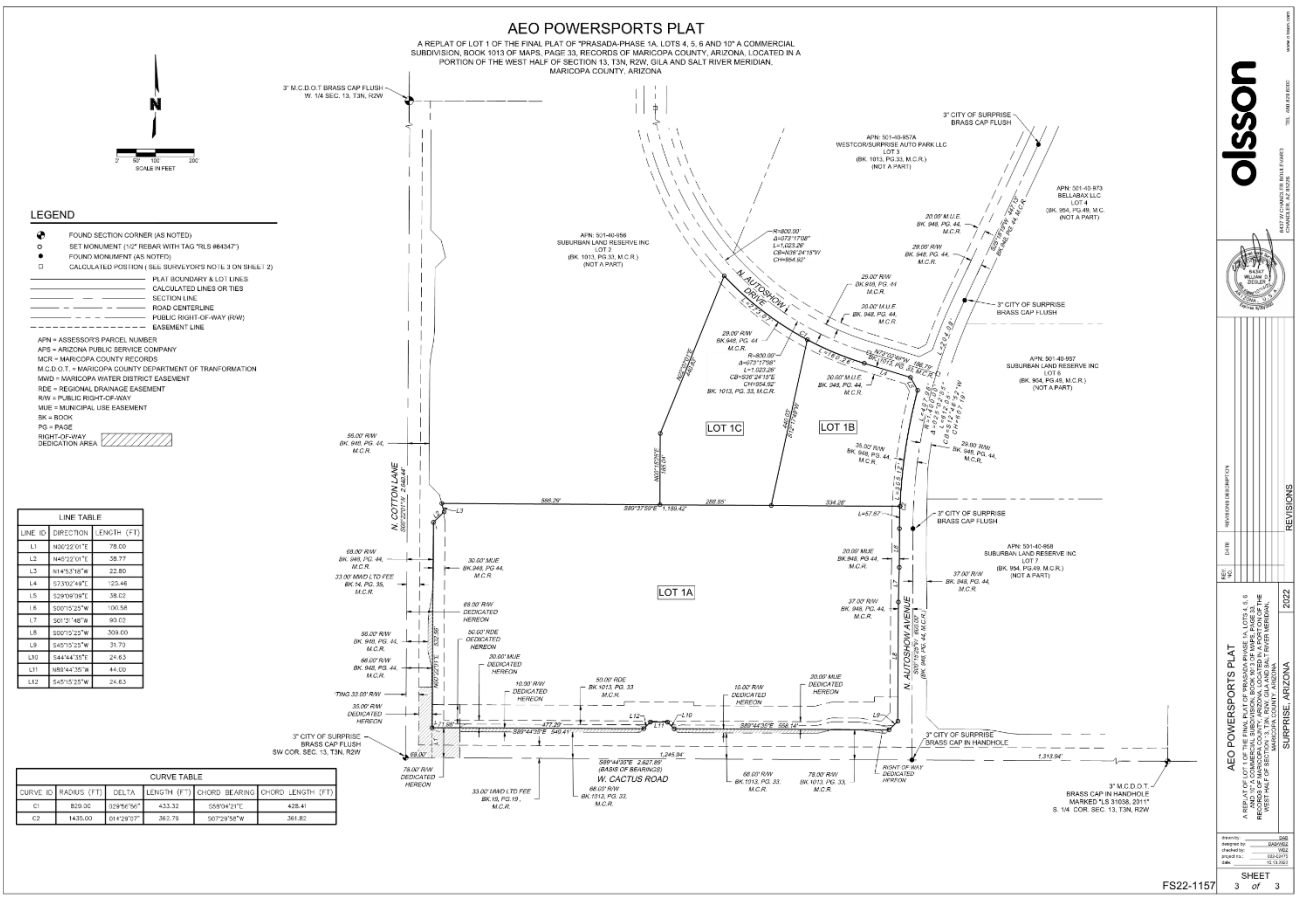
# FS22-1157 ZONING MAP







# FS22-1157 FINAL PLAT





**SURPRISE**  
ARIZONA

**QUESTIONS OR  
COMMENTS?**

**Thank You**



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 6, 2022

Contact Person: Bob Wingenroth, City Manager,  
Andrea Davis, DIRECTOR - FINANCE

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations: None

---

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

---

### **Agenda Wording:**

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 Budget by moving budget authority to establish the Arts, Culture & Library Department and establishment of a Transportation Department; Resolution #2022-117.

---

### **Motion:**

I move to approve Resolution #2022-117.

---

### **Background:**

The City would like to create an Arts, Culture & Library Department to provide continuing operations of the City's libraries for its residents and provide a dedicated department to further the commitment to arts and culture within the City, through the reorganization of existing responsibilities and operational funding to the new department. Currently, the Parks and Recreation Department had funding for Maricopa County to run the libraries within the City. On November 2nd, 2022, Maricopa County Board of Supervisors voted to enact the termination clause of the contract with the City. The termination requires the City to take over operations on March 1, 2023.

The City would like to create a Transportation Department. The Public Works Department currently manages the transportation needs of the City, but has found that with continued growth, there is a need for a department that is solely dedicated to the transportation needs of the City.

---

### **Objective Analysis:**

The creation of the Arts, Culture & Library Department will assist in a focused approach for the Community Livability & Life-Long Learning aspect of the City Council Strategic Plan.

The creation of the Transportation Department is to assist in a focused approach for the transportation aspect of the City Council Strategic Plan.

---

### **Policy Compliant:**

This item is in compliance with the Comprehensive Financial Management Policies, the City's Budget

**Financial Impact:**

The financial impact of this budget amendment will be reducing the ongoing budget for the Parks and Recreation Department in the General Fund in the amount of \$1,460,300. A reduction in the ongoing budget for the City Manager Department in the General Fund in the amount of \$121,200 from personnel, and a reduction of one-time contingency of \$886,000 within the Contingency Fund. There will also be an change in ongoing expenditures of \$1,484,600, and a one-time increase in the amount of \$717,400 to the N53010 Library Startup project for the Arts, Culture & Library Department within the General Fund.

The Transportation Department will not have any financial impact at this time as funding will be pulled out of the Public Works Department. The transportation fund will be created upon Council approval. However, the budget and financial authority will not be formally transitioned until the FY2024 budget. The location of the budget will have no adverse impact on the function of the newly created Transportation Department.

---

**Budget Impact:**

The reduction of budget authority in the amount of \$1,460,300 from the Parks and Recreation Department, \$121,200 from the City Manager Department to Arts, Culture & Library Department within the General Fund and an increase in budget authority in the amount of \$886,000 from the Contingency Fund to establish a budget for continuation of library operations within the City. The creation of project N53010 for startup costs associated with the Arts, Culture & Library Department in the amount of \$717,400 within the General Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

The Transportation Department will be established in FY2023, but the budget authority for the Transportation Department will remain in Public Works through the end of FY2023. The formal budget transition will all occur with the FY24 budget process.

**FTE Impact:**

The approval of this item will increase the FY2023 FTE count by 26.5 for the Arts, Culture & Library Department. Five FTE will be reallocated from the Parks and Recreation Department and one FTE from the City Manager Department to the Arts, Culture & Library Department. The Arts, Culture & Library Department will have a total of 32.5 FTE for FY2023.

---

**ATTACHMENTS:**

1. 12.6.2022 Library and Transportation Dept
  2. Res 2022-117 Bdgt Amnd new Arts Dept
-



# City Growth & Operational Expansion

City Council Meeting

December 6, 2022



# City Growth and Operational Expansion

- Growth is exciting and brings new opportunities
- Growth increases demand on City services

The FY2023 Budget Focus was growth and maintaining current level of service

Creating two new departments

1. Transportation
2. Arts, Culture, and Library

- Minimal budget impact
- Positive operational and community impact

# TRANSPORTATION DEPARTMENT

Separate Transportation Department allows for more focus on maintaining and planning for the future

- New development process
- Long Range Planning
- New roads – local and regional
- Working with other government agencies- MAG, ADOT, etc.
- Legislation

## Funding

- Converting transportation portion of Public Works operation and FTE budget to fund operations
- Public Works Assistant Director reclassified into Director – FY23 funded through vacancy savings

# ARTS, CULTURE, AND LIBRARY DEPARTMENT

Move budget authority from Parks and Recreation, and City Manager to create Arts, Culture, and Library Department

- Program flexibility and expansion
- Coordination with other city programs and events

## Funding

- Converting Parks and Recreation library contract budget to fund personnel, supplies, and services
- Director funded by reclassification of current position in CM office
- Art Manager funded through personnel savings

# TONIGHT'S ACTION

- Budget amendment resolution approval
  - Allocate funding for the Arts, Culture, and Library Department in FY2023 to begin operations on March 1<sup>st</sup>
- Approval of the Transportation Department
  - FY23 Department will function separately from Public Works
  - FY24 budget adoption will formally allocate funding to Transportation department



**SURPRISE**  
ARIZONA

# QUESTIONS OR COMMENTS?

Thank You



## **RESOLUTION # 2022-117**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$1,460,300 FROM PERSONNEL SERVICES, SUPPLIES, AND SERVICES WITHIN THE PARKS AND RECREATION GENERAL FUND, \$121,200 FROM PERSONNEL SERVICES WITHIN THE CITY MANAGER GENERAL FUND AND PROVIDE ADDITIONAL BUDGET AUTHORITY IN THE AMOUNT OF \$886,000 FROM THE CONTINGENCY FUND FOR THE PURPOSE OF HIRING 26.5 FULL-TIME EQUIVALENTS, REALLOCATION OF 6 FULL-TIME EQUIVALENTS, ESTABLISHING SUPPLIES AND SERVICES BUDGET AND CREATION OF PROJECT N53010 FOR ONE-TIME STARTUP COSTS WITHIN THE NEWLY CREATED ARTS, CULTURE & LIBRARY DEPARTMENT AND AMENDING THE FISCAL YEAR 2023 CONTRACT AWARDING AUTHORITY LIST.**

**WHEREAS**, the Fiscal Year (FY) 2023 budget was adopted including operational funding within the Parks and Recreation Department in the General Fund for Maricopa County to run the libraries within the City;

**WHEREAS**, on November 2<sup>nd</sup>, 2022, Maricopa County Board of Supervisors voted to enact the termination clause of the contract with the City;

**WHEREAS**, with the creation of the Arts, Culture, & Library Department, the City will be able to provide continuing operations of the City's libraries for its residents and provide a dedicated department to further the commitment to arts and culture within the City, through the reorganization of existing responsibilities and operational funding to the new department;

**WHEREAS**, budget authority for the new department will be reallocated from the Parks and Recreation and the City Manager Departments to the Arts, Culture, & Library Department, and contingency;

**WHEREAS**, this requires the addition of 26.5 new full-time equivalents (FTEs), and reallocation of five (5) existing full-time equivalents from the Parks and Recreation department and one (1) existing full-time equivalent from the City Manager department;

**WHEREAS**, the creation of project N53010 will facilitate the one-time startup costs for the Arts, Culture & Library Department to adequately take over the operations of the City's libraries from Maricopa County;

**WHEREAS**, the FY2023 budget, including the FY2023 Contract Awarding Authority List, was adopted by Council Resolution #2022-56 on June 7, 2022; and

**WHEREAS**, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

**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 statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, the Fiscal Year 2023 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2022 through June 30, 2023.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

**RESOLUTION # 2022-117****Exhibit A**

1. Appropriation - The exhibit below represents a movement of budget authority in the amount of \$1,460,300 from the Parks and Recreation Department, \$121,200 from the City Manager Department to Arts, Culture & Library Department within the General Fund and an increase in budget authority in the amount of \$886,000 from the Contingency Fund to establish a budget for continuation of library operations within the City. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

| <b>Fund</b>  | <b>Department</b>       | <b>Project/Category</b> | <b>Rev/Exp</b> | <b>Current Budget</b> | <b>Increase/ (Decrease)</b> | <b>Amended Budget</b> |
|--------------|-------------------------|-------------------------|----------------|-----------------------|-----------------------------|-----------------------|
| General Fund | Parks and Recreation    | Personnel Services      | E              | 7,779,900             | (301,100)                   | 7,478,800             |
| General Fund | City Manager            | Personnel Services      | E              | 1,896,800             | (121,200)                   | 1,775,600             |
| General Fund | Parks and Recreation    | Supplies                | E              | 1,378,500             | (30,600)                    | 1,347,900             |
| General Fund | Parks and Recreation    | Services                | E              | 6,967,900             | (1,128,600)                 | 5,839,300             |
| Contingency  | General Operations      | Contingency             | E              | 23,117,400            | (886,000)                   | 22,231,400            |
| General Fund | Arts, Culture & Library | Personnel Services      | E              | -                     | 1,484,600                   | 1,484,600             |
| General Fund | Arts, Culture & Library | Supplies                | E              | -                     | 114,900                     | 114,900               |
| General Fund | Arts, Culture & Library | Services                | E              | -                     | 150,600                     | 150,600               |
| General Fund | Arts, Culture & Library | #N53010 Library Startup | E              | -                     | 717,400                     | 717,400               |
|              |                         |                         |                | <b>41,140,500</b>     | <b>-</b>                    | <b>41,140,500</b>     |

2. Full-Time Equivalent (FTE) - The creation of the Arts, Culture & Library Department requires the addition of 26.5 new FTEs, and reallocation of 6 FTEs from other departments in accordance with the exhibit below.

| <b>Fund</b>  | <b>Department</b>       | <b>Current FTEs</b> | <b>Increase/ (Decrease)</b> | <b>Amended FTEs</b> |
|--------------|-------------------------|---------------------|-----------------------------|---------------------|
| General Fund | Arts, Culture & Library | -                   | 32.5                        | 32.5                |
| General Fund | City Manager            | 10.3                | (1)                         | 9.3                 |
| General Fund | Parks and Recreation    | 98.7                | (5)                         | 93.7                |

**RESOLUTION # 2022-117**  
**Exhibit B**

1. Contract Awarding Authority List – This action is seeking Council approval of creating four new items on the Fiscal Year 2023 Contract Awarding Authority List. \$717,400 for N53010 to cover the library startup expenses, \$350,000 to cover books and subscriptions, \$350,000 for Outside Services & Software, and \$350,000 for Misc. Equipment & Agreements for the Arts, Culture & Library Department. These items represent contract awarding authority and not budget authority.

| Reference # | Description                  | Current Amount | Increase/ (Decrease) | Amended Amount |
|-------------|------------------------------|----------------|----------------------|----------------|
| 23320       | N53010 – Library Startup     | -              | 717,400              | 717,400        |
| 23710       | Books & Subscriptions        | -              | 350,000              | 350,000        |
| 23711       | Outside Services & Software  | -              | 350,000              | 350,000        |
| 23712       | Misc. Equipment & Agreements | -              | 350,000              | 350,000        |