CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 16, 2023 @ 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

Building Safety Month Proclamation

E. City Manager Report

1.	Citywide	Celebratory swearing in of new youth council members.	None	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:

2.	Internal	Consideration and action to approve the Regular Council Work Session and Regular Council Meeting Minutes of May 2, 2023.	None Sherry Aguilar City Clerk
3.	Citywide	Consideration and action approving amendments to the FY2024 Comprehensive Financial Management Policies; Resolution #2023-48.	None Andrea Davis Finance
4.	Citywide	Consideration and action pertaining to approval of the updated Budget Amendment Policies and Procedures; Resolution #2023-49.	None Andrea Davis Eric Boyles Finance
5.	Citywide	Consideration and action pertaining to approval of an amendment to Chapter 26 of the Surprise Municipal Code correcting an omission in the business license exemption list; Ordinance #2023-12.	Andrea Davis Finance
6.	District 5	Consideration and action pertaining to approval of the Final Plat entitled, “Orange on Bell” and dated March 14, 2023, a property general located near the southeast corner of Bell Road and Reems Road; Case FS21-697.	None Chris Sexton Community Development
7.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Asante Unit 3.10B” and dated April 7, 2023, a property generally located near 166th Drive and West Chama Drive; Case FS22-1614.	None Jessica Brinton Community Development
8.	District 6	Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-SummitPkwy206 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-45.	Kristin Tytler Public Works
9.	District 1	Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Asante Phase 1 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-46.	Kristin Tytler Public Works
10.	District 1	Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Asante Phase 1 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-47.	Kristin Tytler Public Works
11.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, “Toll at Prasada – Cactus Road – Phase 2” and dated December, 13, 2021, a property generally located on Cactus Road, between Cotton Lane and Perryville Road; Case FS21-237.	Trever Fleetham Community Development
12.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Asante – Unit 4.9” and dated February 21, 2023, a property generally located	Leslie Carnie

		northeast of Asante Boulevard and Pat Tillman Boulevard; Case FS22-1541.	Community Development
13.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Asante – Unit 4.11A” and dated March 22, 2023, a property generally located northeast of Asante Boulevard and Pat Tillman Boulevard; Case FS22-1544.	Leslie Carnie Community Development
14.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Asante – Unit 4.11B” and dated March 10, 2023, a property generally located northeast of Asante Boulevard and Pat Tillman Boulevard; Case FS22-1517.	Leslie Carnie Community Development
15.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 budget by moving budget authority in the amount of $4,000 from Contingency within the Grants fund to grant project G31385 FFY23 Governor's Office of Highway Safety (GOHS) to cover overtime expenses associated with the participation of one Surprise Police Officer in the "Buckle Up Arizona...It's the Law!" campaign from May 22, 2023 to June 04, 2023; Resolution #2023-52.	None Benny Pina Police
16.	District 6	Consideration and action to grant a no-build easement to Evergreen-Desert Cove & Litchfield Land LLC.	Tanner Wessel Community Development
17.	District 6	Consideration and action to approve an access easement for Evergreen-Desert Cove & Litchfield Land LLC.	None Tanner Wessel Community Development
	REGULAR AGENDA ITEM - PUBLIC HEARING:		
18.	District 3	Consideration and action pertaining to a Major Planned Area Development ("PAD") Amendment to the Prasada PAD to revise the roadway circulation network between Greenway Road and Waddell Road, from Loop 303 to Sarival Avenue; Ordinance #2023-15.	Trever Fleetham Community Development
	REGULAR AGENDA ITEM - NON-PUBLIC HEARING:		
19.	Citywide	Presentation and discussion pertaining to a Maricopa Association of Governments update on Air Quality.	None Jodi Tas City Manager Office
20.	Citywide	Consideration and action pertaining to authorizing the execution of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its clean water revolving fund program for the capital project improvements associated with the SPA 1 Capacity Enhancements project, P71490 in an amount not to exceed $34,980,000; delegating the determination of certain matters relating thereto; authorizing the taking of all other action necessary to the consummation of the transaction contemplated by the loan documents; and declaring an emergency; Resolution #2023-51.	Michael Boule Water Resource Management

21.	Citywide	Consideration and action pertaining to approval of a Facilities Use Agreement and utilizing $50,000 annually in reimbursements for the next 5 years, a maximum of $250,000 total, from the Tourism Fund to continue the City's partnership with Perfect Game through a 5-year facility use agreement; Resolution #2023-66.	None Kendra Pettis Sports and Tourism
22.	Citywide	Consideration and action pertaining to the ordering and calling of a special election to be held on November 7, 2023, in and for the City of Surprise, Arizona, to submit to the qualified electors thereof two questions with respect to selling and issuing bonds payable from secondary (Ad Valorem) property taxes and setting the deadline for submittion of arguments "for" or "against" the authoriation to issue bonds as July 28, 2023 at 5:00 p.m; Resolution #2023-59.	None Andrea Davis Finance

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

1.	Internal	Consideration and action to recess into executive session for discussion and consultation for legal advice with the City Attorney pertaining to rezoning and major Planned Area Development amendments pursuant to A.R.S. 38-431.03(A)(3).	None Robert Wingo Legal

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

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Thursday, May 11, 2023 @ 10:00 AM

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: May 16, 2023
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: May 16, 2023
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Tiffany Copp, Assistant Director
District: Citywide

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

Agenda Wording:
Building Safety Month Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:
Celebratory swearing in of new youth council members.

Motion:

Background:
This swearing in is an honorary ceremony and for recognition purposes only.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023
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 Regular Council Work Session and Regular Council Meeting Minutes of May 2, 2023.

Motion:
I move to approve the Regular Council Work Session and Regular Council Meeting Minutes of May 2, 2023.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. 050223 Workshop Minutes
2. 050223 Regular Minutes

CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 2, 2023 @ 4:00 PM
COUNCIL CHAMBERS

A. Call To Order
Mayor Hall called the City Council Work Session of Tuesday May 2nd, 2023 to order at 4:03 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ 85374.

B. Roll Call
In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Nick Haney, Alyson Cline, Patrick Duffy, Ken Remley and Jack Hastings.

C. Pledge of Allegiance
Mayor Hall led the Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

G. Call To The Public

H. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to annual updates to the City's financial policies.

Finance Director Andrea Davis came to present this item. She talked about FY2024 Policy Changes.

Councilmember Remley asked about the construction tax, specifically if we had been collecting this and what we would do in the future? Andrea said that we were and summarized the tax rates.

2. Presentation and discussion pertaining to the economic impact of art in communities.

Kelsey Lamphier came to present this item. She introduced Executive Director Connie Whitlock from WHAM Art Association for the presentation. Connie talked about the growth of the city as well as various non-profit organizations. She talked about how art can impact the economy, and further detailed the impact that art has in education. She went over the various financial contributions into the arts.

Councilmember Cline talked about her involvement with non-profit organizations; she talked about how there is a general interest in art and how important it is to offer exhibits to students and citizens.

Councilmember Remley said that Connie should give the same presentation to the school board. He talked about how disappointing it was that the state didn't give the same credence to the statistics that the city does.

Mayor Hall said that lack of corporate commitment is a huge opportunity that companies should step up to meet. He suggested that economic development could help Connie get in touch with local businesses.

3. Presentation and discussion pertaining to updates to Capital Improvement Plan projects.

Andrea Davis introduced this item. Holly Osborn talked about the fire station, pool, and park improvements. She said it would be easier to combine those items into one project. She talked about the conceptual layout. She talked about Firestation 309 and the associated Fire Department-themed splashy pad, as well as the proposed pools for the site.

Councilmember Cline said she likes the slope elements and asked where the idea came from? She said she also liked the idea of being active around the pool. Holly said that the dirt dug out from the pool would be used to make the mounds for slides and other park elements. Holly talked about the idea of incorporating fitness concepts with play.

Mayor Hall asked if anyone had estimated the competitive aspect of the site? He noted how this would be unique in the west valley. Holly said that YMCA Goodyear was the only site with a comparable pool. She said that they are designing the pool to meet competitive activities. Mayor Hall asked if the project would be competitively bid upon. Holly stated that it was and that all the procurement was done.

Councilmember Remley said it was great to design the pools for competition. He then asked about the award of the construction agreements? Andrea said that we had signed off on the amount for the pool. She said they were looking at the most efficient way to build the site. She talked about balancing out the budget with a quality product. He noted the total cost of the project and cautioned about the cost of the project and where the expectations should be. Holly said she was feeling confident about the project. Councilmember Remely state that this project will be something new for the city and that it deserved all the attention it will be getting.

Councilmember Duffy said he liked the design. He asked what the incline was going to be for the projected slide? Holly said it would be ADA compliant. He was concerned about kids slipping. Holly said they would consider that.

Vice-Mayor Judd asked how much was designed and what would be available for future phases? Holly said it was all designed already. She detailed parking and other court possibilities for future phases. He asked how much acreage the fire station would be? She said it was 3 acres. They talked about the acreage for the pools. He asked if the park would be accessible when the pool wasn't open? She said it would be. He asked how much of the operational funding would be recovered from renting out facility? She said it would cost about $2 million but the income would be around $400,000. He asked the cost to heat the pools? She talked about the different strategies to do that. He asked how many gallons for all three pools? She said less than a million but more than 500,000 gallons.

Mayor Hall asked about solar parking cover through APS? Holly said they are looking for all solutions to maintain sustainability. She said they are looking into it and mentioned other strategies.

Councilmember Haney asked how many additional swimming lessons the city could offer? Holly said they would likely double what they offer already. He asked if there was a wait list and if this would help reduce that? Holly said it would.

Councilmember Remley said that there should be a concession stand there to help offset costs.

Councilmember Cline talked about the pools at Grand. She asked about chilling the pool water and the possibility of opening the pool for more hours and seasons.

Mayor Hall said there were a lot of things to consider for such a project of this scope and that this would be an exciting addition to the city.

Andrea moved on to talk about traffic signal funds. She talked about the importance of such projects. She talked about Cactus road and future connected projects.

Councilmember Duffy, talked about Cactus road and asked about the City's timeline. Andrea said it would likely be 2025. She said they would tie it in to other projects to minimize traffic interruptions. Mayor Hall said that we have a great relationship with the Maricopa Water District.

Andrea talked about the additional projects and other costs. She talked about a General Bond Obligation. She said that to speed these projects along a bond would be necessary.

Vice-Mayor Judd asked about the tax rate and the bond and how it works? Andrea talked about the growth that allows the additional capacity to fund the bond. Vice-Mayor Judd said that the growth is offering a solution to some issues.

Councilmember Cline said it would be a great opportunity to reach out to the public about the proposed bond. She talked about the traffic and how this is an important topic.

Councilmember Duffy asked how much there would be on the bond? Andrea said that not all the list would be on the bond, but it would be about $100 million. He asked if the 50 acre park wouldn't be on the list? Andrea said it wouldn't. She talked about future 303 connections and possibilities. He asked if there would be no parks and recreation stuff on the bond? He asked why design something if it won't be built? Andrea said they are long-term goals. He talked about operating and construction costs; as well as different priorized projects.

Mayor Hall asked if any future questions could be asked later. Andrea talked about future actions to answer questions.

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

1. Executive Disclaimer - Part 1

L. Adjournment

Motion: To Adjourn
Initiated By: Aly Cline
Seconded By: Patrick Duffy

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:31 P.M.

_____

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 Workshop of **Tuesday, May 2, 2023.**

_____

Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 2, 2023 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular City Council Meeting of Tuesday May 2nd, 2023 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ 85374.

1. Invocation

Invocation led by Pastor Paul Outlaw

B. Roll Call

In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Nick Haney, Alyson Cline, Patrick Duffy, Ken Remley and Jack Hastings.

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

1. ***Apraxia Awareness Day Proclamation***

Mayor Hall introduced the proclamation. Vice-Mayor Judd presented the proclamation to Gunner Limbardo.

2. ***Municipal Clerk's Week Proclamation***

Mayor Hall presented the proclamation.

E. City Manager Report

1. Reports

1. ***Police Department Citizen Patrol Recognition***

City Manager Bob Wigenroth presented this item. Chief Pina came to introduce the citizen patrol Commander Marylin. The Chief talked about the contributions of the citizen patrol to the city.

F. City Clerk Report

1. Reports

G. Call To The Public

Ryder Keen, a Sun City resident, came to talk about Emerald Isle and to give an update to fraudulent Sober Living Homes.

Rick Monzon, a Surprise resident, came to talk about City growth and Police Support for the new areas. He was concerned about the school system in Surprise. He asked if the City would be willing to have a trade school program for GED students.

H. Regular City Council Meeting Agenda

1. CONSENT AGENDA:

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

2. Consideration and action to approve the Regular Council Meeting Minutes of April 18, 2023.

3. Consideration and action pertaining to approval of amendments to the Comprehensive Citywide Fee Schedule by increasing, removing, or newly adopting certain fees; Resolution #2023-17.

4. Consideration and action pertaining to the approval of an Intergovernmental Agreement with Maricopa County to provide Innovative Interfaces Inc.'s Polaris Integrated Library System; Resolution #2023-39.

5. Consideration and action pertaining to approval of the Final Plat entitled, "Blessings Estates" and dated March 08, 2023, a property generally located south of Jomax Road and east of 243rd Avenue; Case FS22-1435.

6. Consideration and action pertaining to approval of an Employment Agreement appointing Kristine Passarelli to the position of City Clerk upon vacancy pursuant to Surprise Municipal Code Section 2-160.

7. Consideration and action pertaining to approval of a Fiscal Year 2023 budget amendment by moving budget authority of $175,000 within the Sewer Utility Capital Fund from Contingency to Project A61070 Asset Replacement Vehicle and Equipment; Resolution #2023-54.

8. Consideration and action pertaining to approval of the Funding Agreement with the Maricopa County Community College District Foundation ("MCCCDF") and a Memorandum of Understanding with MCCCDF and Estrella Mountain Community College for career and technical education scholarships and program administration; Resolution #2023-42.

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

9. Consideration and action pertaining to a Major Planned Area Development ("PAD") Amendment to the Sycamore Farms PAD, a property generally bounded by Cactus Road, Sarival Avenue, Peoria Avenue, and Cotton Lane, to revise the land use plan, development standards, and dwelling unit counts; Ordinance #2023-11.

Trever Fleethem presented this item. He talked about the proposed changes to the land use. He talked about the density and unit counts proposed by the developer. He talked about the public outreach efforts by the applicant. He also brought up the proposed stipulations and recommendations.

Mayor Hall opened the item up to public comment.

Peter Santin, a Phoenix Resident and representative of the owner of parcel 11, came to talk about the item. He talked about the developers' history and what the city wanted to use the land for. He went into detail about the designated areas of parcel 11.

Mary Sherwood, a Surprise Resident, came to talk about parcel 11B. She talked in opposition to additional high-density residential development.

Susan Draper, a Surprise resident, came to talk about the project and the potential traffic impact. She was in opposition to the ordinance.

Susan Vonderahe, a Surprise resident, came in opposition to the ordinance. She expressed concerns about the developer and school systems.

Jesse Vonderahe, a Surprise resident, came in opposition to the ordinance. He talked about the proposal and 11B.

Marsey Copeland, a Surprise resident, came to talk about PAD changes to Sycamore Farms. She talked about reviews for existing units. She was in opposition to the ordinance.

Andy Navarro, a Surprise resident, came in opposition to the ordinance. He talked about the proposed layouts of the development.

Brett Hoffman, a Surprise resident, came in opposition to the ordinance. He talked about the traffic in the area. He suggested further commercial development.

Jeff Hordman, a Surprise resident, is a director of real estate for Home Depot. He expressed his support for the entire project. He talked about the typical land usage of the proposed retail.

Will Randolph, a Surprise resident, came in opposition to the ordinance. He talked about the traffic in the proposed area and the safety implications involved.

Mayor Hall wanted to talk to the developer of Parcel 5. He asked about the number of units already approved? Trever said that units are already approved. The Mayor then asked about the shopping center and if it's been approved? Trever said that the Mayor was referring to a different corner. The Mayor then asked about Jenan Drive and if the applicant could talk about it, and if they could address concerns regarding traffic safety there.

Jason Morris came to talk about parcel 5 on behalf of the applicant. He talked about the number of zoning cases involved with this application and how all the developers came together to work on this project. He went over the existing neighborhoods and their expressed concerns, and how the developers worked to accommodate those concerns. He talked about the way the property is split by the highway and the history and amendments of the site. He presented the General Plan Land Use Map and growth. He talked about proposed changes to the commercial area and how the commercial development in Surprise compares to other cities in the area.

Mayor Hall asked what was envisioned when the 70 acres were originally proposed? Jason said that it might have been comparable to Scottsdale fashion square or a mall.

Taylor Earl came to talk about Parcel 11A, which included Home Depot, grocery, and fuel center. He said that they would be working on improving roads in the area. He talked about the type of commercial that could be developed in the area and be successful. He went over the reasons for designing a high-density residential area. He talked about proposed traffic and what kind of commercial would exist if the entire acreage was used for commercial. Mayor Hall asked where Jenan was on the map? Taylor said that the road at the bottom was Jenan. He talked about proposed traffic changes to accommodate the residential units. Mayor Hall asked where the ingress egress was for the area? Taylor mentioned the level of commercial development they are proposing to bring in. He then read a letter from Barclay regarding the development.

Mayor Hall asked what the ground level would be for the center and if it was above the apartments? Jason said that it slopes from north to south. The Mayor asked what the proposed residents would be seeing? Jason talked about land use transitions. He talked about Petcor's history as a developer. He then went on to talk about the 11B site plan. He talked about proposed

buffers and conceptual rendering, and trip generation. Jason then went on to talk about additional parcels, and the trends regarding home sizes in the valley. He further elaborated about neighborhood retail case studies. He moved on to talk about Parcel 6's conceptual site and history. He mentioned Dysart School District's input regarding the development. He then talked about Parcel 16's conceptual site plan.

Councilmember Duffy asked why Barclay and Home Depot were at the P&Z? Taylor said that doing it all at once made sense. Duffy asked if it had anything to do with the sale, and if this doesn't go down, will HomeDepot still go in? Peter said that there was going to be land left over and that Home Depot and Barclays don't typically buy land that big. He said that if 11B went retail Barclay would impose a series of restrictions if it was commercial. He said that both developers could potentially walk away. He said they don't like single-family residential developments behind them due to the truck traffic they generate. He said that if they don't do this, he doesn't know what will happen to the area. Councilmember Duffy asked if the land owner could sell to them separately? Peter said this is what they thought the City wanted. He said no one would develop 70 acres of retail. Duffy asked Trever how big Prasada was? Trever said it was about 3500 acres.

Councilmember Remely talked about developers present at the meeting. He mentioned the previous council's intentions for the land as commercial. He said he likes Home Depot as a potential tenet. He asked how the project could work, and expressed his concerns about resident complaints. He talked about the Air Force base's letter regarding the density. He thinks there are too many rental units.

Councilmember Hastings asked about the changes that were proposed. He said that all the changes made were due to residents giving their input. He talked about the history of single family homes versus apartments. He talked about rentals and rent prices. He then talked about the traffic concerns. Peter said that you could see the cause of the traffic issues now. He said that the road connecting to Peoria Ave will make a big change. Councilmember Hastings asked what the right size for commercial would be? He then went on to say that he doesn't want the land to be empty for another length of time. He talked about potential commercial competition with Prasada. He then asked about Parcel 1 and if more commercial could be added in that area? Peter said that additional commerical could be added. Councilmember Hastings said he would like to see more commercial in that area.

Vice-Mayor Judd said there are allot of people excited about the commercial being proposed. He said that he doesn't like the existing traffic patterns and asked why the residential being proposed so dense? Peter said that they could change the density. He said that the applicants find the residential neighbors appealing. He said the number one concern is traffic. Vice-Mayor Judd asked why they aren't connecting traffic between the two lots to Cactus? Petter said that it was considered but that there were other consequences to be considered. Taylor said that there was a conversation about having a point from Jenan to Cactus. He said that it wasn't going to fly with the commercial applicants. Taylor said that they have to set up the centers to be successful. He said you would be introducing traffic through the back. Taylor said that less units wasn't as attractive to developers and other considerations to make the site work. Vice-Mayor Judd said he doesn't like giving up commercial unless theres a good reason. He said that it might be too early to make changes. He said the bulk of the City's money comes from commercial taxes. Peter agreed that the city is depenednt on tax dollars. He said that it will be difficult finding developers fo the size of land. He said that commercial can be successful with residential development.

Councilmember Haney thanked the residents who showed up to give their input. He said he is for 'smart growth'. He talked about the opportunities of having multi-family units to brining in new generations to Surprise. He further voiced concerns about Parcel's 6 &16, and asked what the rush was to change it?

Councilmember Cline talked about current parcels 14 & 17 and their connectivity to Peoria. She then mentioned 15 & 16 and how they should be commercial. She expressed concerns about the road cut out. She understood why Dysart would not want a school on the freeway. She talked

about the frontage roads along Grand and existing medium density area. She suggested doing 11B as medium density. She talked about residential vs commercial traffic. She talked about how she liked 11A as presented.

Councilmember Duffy said that it's too early to change parcels just to change them. He talked about the impact of the activity down the street.

Vice-Mayor Judd moved to approve 11A only, Councilmember Cline seconded.

Councilmember Hastings moved to approve 11B as well. Councilmember Haney asked about the density of 11B? Councilmember Duffy talked about it being equivalent to a Conditional Use Permit. Attorney Wingo said that the parcel was already zoned for commercial and cautioned about giving the Home Depot a right. Peter said it would be disfavored by the developer and cautioned that this amendment would be more difficult. He then asked if the applications would be better served as stand alone applications? The Mayor agreed with that sentiment.

Vice-Mayor Judd asked if he would have to amend the standing motion? He moved to strike the motion on the floor. and moved to continue indefinitely, Councilmember Cline seconded.

Peter asked if they would have to repost and said that they could figure it out in 30 day period. Attorney Wingo said they would have to repost for another public hearing to comply with state law.

Motion: To Continue
Initiated By: Chris Judd
Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

10. Consideration and action pertaining to adoption of the tentative expenditure limitation budget for FY2024; directing publication of said tentative budget; and setting a public hearing for June 6, 2023, at 6:00pm at the City of Surprise Council Chambers, 16000 N. Civic Center Plaza, Surprise, Arizona; Resolution #2023-50.

Eric Boyls and Andrea Davis came to present the tentative budget. Eric talked about what has been discussed already and the proposed budget. He talked about upcoming publications.

Councilmember Cline asked if the City has ever been at risk of exceeding the estimated budget? Andrea said no.

Councilmember Remely asked what was going to happen with the extra half million dollars. Andrea said we were going to spend it on debt service payment.

Motion: To approve
Initiated By: Chris Judd
Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

11. Discussion and review of Redistricting public comment and Committee recommendation.

Lloyd Abrams introduced Shalice Tilton to present the recommendations. Mayor Hall asked if it was Blind Redistricting? Lloyd confirmed. Shalice thanked the committee members who were involved. She talked about the timeline and process. She talked about the rules and goals of redistricting. She went over some draft maps and their history. She presented maps 102, 102B, and 103. Lloyd talked about the population balance. She talked about the movement of voters to the proposed changes.

Councilmember Hastings asked about the deferrals and said that he thinks map 103 is the most compact but talked about the shift of voters. He talked about the benefits of 102 with less voter shift. He asked what the public had to say about the maps. Lloyd shared a survey which showed results which favored 102. He talked about the communities that would be moved and the core rules that were relevant to the redistricting process.

Mayor Hall asked how many meetings there were and how long they lasted? Lloyd said there were 6 meetings averaging an hour to hour and half. Mayor Hall asked about the survey and the sample. He talked about the process involved with the committee. He said the survey lacked sample size and relevant background education. He said he was against the survey unless it was a larger sample size and the same background interaction as the committee. Lloyd acknowledged the Mayor's concerns.

Councilmember Cline talked about the proposed swap and said that the one that puts Arizona Traditions back together was important. She liked the map that accomplished that.

Vice-Mayor Judd said that he liked all the maps. He said that he likes the idea of having the residents vote via the poll for the engagement of the community if nothing else.

Councilmember Haney said he agreed with the Vice-Mayor. He liked having multiple avenues for people to voice their opinions. He asked if residents will have an opportunity to speak at future meetings for the maps? Attorney Wingo said that we could make it a public hearing at future meetings. Mayor Hall admitted that he was skeptical about people drawing on the maps. Lloyd talked about the community involvement so far. Mayor Hall said that the committee had more importance than the survey.

Councilmember Duffy asked Lloyd if all three will be brought back to the next meeting? Lloyd said he would like to bring back all three maps with their own resolutions. Mayor Hall said that the previous redistricting caused three splits. Councilmember Remely talked about split communities.

12. Presentation and discussion regarding an update on the Water Resource Management Biosolids Dryer capital improvement project.

Michael Boule presented the item along with Rick Trigger, and Reynaldo Aldama. Michael talked about project history and biosolid definition. He went over the Biosolid disposal process and how Biosolids are made and proposed improvements to the project.

Vice-Mayor Judd asked what the certain temperature needed to sanitize the biosolids. Michael said it has to be about 160 degrees. Rick said 180 degrees is ideal. Michael talked about the EPA requirements to meet in order use the end product.

Councilmember Cline asked what happens with the water squeezed out of the biosolids? Renaldo said the water gets retreated for reuse.

Councilmember Remley asked about the existing system and the savings incurred? It's $78,000

per year. Michael said it was capital and hauling costs. Councilmember Remley wanted to clarify where the savings were exactly. Reynaldo said that the system is all automated now and is much improved from the pilot. Michael said that there would be no increase in FTE for the projected improvements. Councilmember Haney said that this was automated, and that there is no additional cost for staff. Councilmember Remley just wanted to be clear about potential savings. He then asked if this project is unique? Rick Trigger said that there are other similar projects but that this is unique because of the thermal floor. Councilmember Remely asked if the system could be patented? He then asked if the material was Nitro Humus? He asked if we would be able to sell the end product? Michael said that it was something the City was looking into. Councilmember Remely said it was a really cool project. Rick talked about the potential benefits to the environment. Mayor Hall said to share this with MAG.

Vice-Mayor Judd said he was anxious to see the future of this product. He suggested that the City patent the process.

I. Other Business and Future Agenda Items

J. City Council Reports

Councilmember Hastings said his meet and greet is next Tuesday at state 48 at 6:00 PM.

Councilmember Remley talked about informing the public and communicating with them. He encouraged people to share that the meetings are televised.

Councilmember Duffy said his meet and greet on Saturday at 9:00 AM at Total Wine.

Councilmember Haney talked about the Knights of Columbus first responder dinner last weekend. He gave kudos to station 301 and a Police officer who pulled a man out of a burning vehicle.

Councilmember Cline said on the 12th she had a meeting with the American sign language community. She attended the valley metro board meeting, and Mag domestice violence meeting. She also attended a ribbon-cutting in Grand, a Senior Center BBQ event, Dysart community coalitions, the board and commissions dinner, as well as the First Responder Dinner.

Vice-Mayor Judd talked about a sober living meeting with West valley leadership. He said that Dysart school district does a community Heroes survey, he said it was a fantastic event. White Tank Mountain Conservatory Dinner. He said he has a meet and greet at total wine on Saturday at 9:00 AM.

Mayor Hall talked about showing gratitude to Sherry Aguilar the Surprise City Clerk. He said that it is the National day of prayer, this Thursday May 4th in front of the public safety building at 7 AM.

K. Executive Session

1. Executive Session Items

2. Executive Disclaimer - Part 1

3. Executive Disclaimer - Part 2

4. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn
Initiated By: Ken Remley
Seconded By: Nick Haney

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

_____
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, May 2, 2023.**

_____
Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023

Contact Person: Andrea Davis, DIRECTOR - FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action approving amendments to the FY2024 Comprehensive Financial Management Policies; Resolution #2023-48.

Motion:

I move to approve Resolution #2023-48.

Background:

Comprehensive financial policies are an important element of solid financial structure and long-term financial planning. These policies, which are reviewed and updated annually, cover the areas of Operating Management, Capital Management, Debt Management, Minimum Fund Balance, and Financial Reporting. Changes were discussed in a worksession presentation to Council on May 2, 2023.

Objective Analysis:

The City's financial policies provide the road map for financial operations and demonstrate the City's commitment to sound financial management practices.

Policy Compliant:

This item is compliant with City and Council policies and will meet the requirements set forth by A.R.S. 38-863.01.

Financial Impact:

The FY2024 Comprehensive Financial Management Policies will set the foundation for all fiscal activities of the City.

Budget Impact:

The FY2024 Comprehensive Financial Management Policies will set the foundation for all budgetary activities of the City.

FTE Impact:

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

ATTACHMENTS:

1. Res 2023-48 FY24 Comp Fin Mgt Policies

RESOLUTION # 2023-48

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE CITY OF SURPRISE COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES FOR FISCAL YEAR 2024; AND REPEALING CONFLICTING RESOLUTIONS.

WHEREAS, the City desires to establish sound financial policies and principles to contribute to sound financial management continuity in handling financial affairs and preserving the City's fiscal integrity;

WHEREAS, the City currently has in place a set of Comprehensive Financial Management Policies, in order to achieve sound financial management continuity in handling its financial affairs and to preserve its fiscal integrity; and

WHEREAS, the City now desires to update the Comprehensive Financial Management Policies for the 2024 Fiscal Year.

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

Section 1. The Fiscal Year 2024 Comprehensive Financial Management Policies set forth in *Exhibit A* attached hereto and incorporated by reference herein is adopted effective as of July 1, 2023, the beginning of Fiscal Year 2024.

Section 2. All resolutions in conflict with the provisions of this Resolution are repealed.

Section 3. The Finance Director is hereby authorized and directed to take the appropriate steps to incorporate the changes into the Comprehensive Financial Management Policies of the City of Surprise and disseminate the new policies as necessary.

APPROVED AND ADOPTED this _____day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

FISCAL YEAR 2024

COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES

CITY OF SURPRISE, ARIZONA
COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES
EFFECTIVE JULY 1, 2023

Introduction

The City Council strives to build a financially resilient government through financial policies and long-term financial planning. The City Council's Strategic Plan Framework, goals, and objectives provide the foundation for the comprehensive financial management policies. The City's comprehensive financial management policies provide the roadmap to achieve financial resiliency and demonstrate the City's commitment to sound financial management practices, as defined by the Government Finance Officers Association (GFOA). The GFOA has identified eight characteristics of a financially resilient government:

1. Diversity: Avoid reliance on a single solution.
2. Redundancy: Avoid having only one path of rescue.
3. Decentralization: Centralized systems look strong, but failure is catastrophic.
4. Transparency: Make it easier to figure out where a problem may lie. Share plans and listen when people point out flaws.
5. Collaboration: Working together to become stronger.
6. Fail Gracefully: Failure happens. Make sure failure won't make things worse.
7. Flexibility: Be ready to change when plans aren't working. Don't expect stability.
8. Foresight: Think and prepare.

Financial policies contribute to increased public confidence and trust as well as provide clear direction to City staff concerning the diligence and stewardship with which public monies are to be managed. Adopted financial policies show our citizens, the credit rating industry, and prospective investors (bond buyers) the City's commitment to financial resiliency. These policies are presented in the following five areas:

1. Operating Management
2. Capital Management
3. Debt Management
4. Minimum Fund Balance
5. Financial Reporting

Operating Management Policies

1. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial resiliency.

2. The budget shall be considered balanced if revenues plus use of fund balance are equal to or exceed total expenses, by fund. The budget process is intended to weigh all competing requests for City resources, within expected fiscal constraints.

3. The City Budget is adopted by department within each fund and by project in the capital funds.

4. The full-time equivalent (FTE) count and number of full-time positions are adopted by department within each fund.

5. Budget amendments will be done in accordance with the Budget Amendment Policies and Procedures.

6. Long-range financial plans will be prepared to guide the City and ensure the delivery of needed services due to changes in the economy, service demands, and capital improvements.

7. Regional considerations and intergovernmental relationships will be evaluated to fund both operating services and capital projects.

8. The City Council will consider citizen input and review the operating and capital budget recommendations from an outcome and goals perspective.

9. A diversified revenue system will be developed to protect City services.

10. The City Council will set the amount to be received from primary property taxes annually. The amount is limited to one-hundred and two percent (102%) of the prior fiscal year's maximum allowable levy plus new construction and reimbursement for the prior calendar year's tort liability payments.

11. The City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging. The four and fifty-two hundredths percent (4.52%) tax rate is then split, with three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund to be used for promoting tourism and one percent (1.0%) recorded in the General Fund. The three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund has been committed by City Council to be used for promoting tourism. Of the amount recorded in the Tourism Fund, the Tourism Fund Subcommittee has designated that seventy-five percent (75%) is spent for sports tourism facility development and improvement and twenty-five percent (25%) on marketing, studies, and special events. Any revenue generated by Tourism Funded special events will remain in the Tourism Fund for future use.

12. Water, Wastewater, Stormwater, and Solid Waste user fees and charges will be examined annually to ensure they recover all direct and indirect costs of service and will be approved by the City Council.

13. All user fees (excluding water, wastewater, stormwater, and solid waste) will be examined periodically to determine the direct and indirect cost of service recovery rate. The acceptable recovery rate and any associated changes to user fees and charges will be approved by the City Council.

14. Grant funding will be considered to leverage City funds and requires City Council approval prior to acceptance.

15. Cash balances identified for investments will be maintained in accordance with state law and the adopted investment policy to ensure that proper controls and safeguards are maintained. City funds will be managed with an emphasis on safety of principal, liquidity, and yield, in that order.

16. Employee compensation and benefits will be administered in accordance with the policy given by the City Council. Healthcare costs will be shared between the City and employees and this allocation will be evaluated annually.

17. The Healthcare Self-Insurance Trust Fund was created under the authority of Arizona Revised Statute § 11-981. The Board of Trustees is charged to administer the trust fund and "make recommendations to the City Council regarding trust fund programs, including amount of appropriations to assure stability and security of the trust fund."

18. An actuarial evaluation will be performed annually to determine the Incurred but Not Reported (IBNR) claim liability. This amount is required by accounting practices and represents the cost of unpaid claims (claims run-out), assuming the City stops being self-insured.

19. The City will optimize the efficiency and effectiveness of its services to reduce costs and improve service quality.

20. The City will maintain a methodology for allocating the City's indirect costs to service departments. A consultant may be hired to update the plan periodically.

21. All cash transfers between funds must be approved by City Council. Transfers to record capital assets within operating and capital funds are not presented to the City Council as these are administrative in nature.

22. All initial inter-fund loans must be approved by City Council.

23. All use of budgetary contingency accounts must be approved in accordance with the Budget Amendment Policies and Procedures prior to being expended.

24. A sustainable and consistent revenue source should be identified so that a portion of this source may be dedicated to asset replacement funding. The amount dedicated to asset replacement will be incrementally increased each year until an adequate amount has been established as determined during the annual budget process.

25. Separate asset replacement funds will be established in the areas including, but not limited to, Information Technology/Communications, Fleet, Facilities, Roads, and Community Services. The budget of each asset replacement fund will be managed by the appropriate department in order to meet the needs of their asset replacement program. As part of the annual budget process, asset replacement funding will be allocated across these funds and any unspent amount will carryover year to year.

Capital Management Policies

26. The City shall use an integrated approach to capital planning and financing in preparing a five-year Capital Improvement Plan. Only the first year of the plan will be adopted by the City Council.

27. The Capital Improvement Plan will include funding to support repair and replacement of capital equipment and infrastructure. A high priority should be placed on those items where deferring maintenance will result in greater cost to restore or replace. Proposed capital projects will be prioritized based on the City Council's goals and objectives, the General Plan, and master plans.

28. Future operating, maintenance, and replacement costs associated with new capital improvements will be included as a schedule within the annual budget document. Capital projects will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.

29. The City currently imposes a three and seven-tenths percent (3.7%) transaction privilege tax on construction. The three and seven-tenths percent (3.7%) tax rate is then split, with two and two-tenths percent (2.2%) retained in the General Capital Fund and one and one-half percent (1.5%) recorded in the Transportation Improvement Fund. Revenue recorded in the Transportation Improvement Fund is to be dedicated to either the construction of new roadways, or the maintenance and operation of existing transportation corridors within the city.

30. As permitted by state law, the City shall maintain a financial structure to ensure future development pays for itself and is not a burden on existing residents (i.e. "growth pays for growth"). Elements of this financial structure include impact fees, development agreements, Improvement Districts (IDs) and Community Facility Districts (CFDs).

31. Impact fees for infrastructure attributable to new development will be reviewed at least every other year to ensure that fees recover all direct and indirect development-related expenses, as permitted by state law, and will be approved by the City Council.

32. Any capital assets dedicated or donated to the City such as infrastructure, land, right-of-ways, easements, etc. must be approved by the City Council. Any capital asset dedicated or donated to the city must include a valuation.

Debt Management Policies

33. The City shall periodically report measurable steps taken in striving towards achieving and maintaining the highest possible bond ratings. This will minimize borrowing costs, optimize access to credit, and demonstrate excellent financial stewardship on behalf of our residents.

34. An analysis showing how a new debt issue combined with current outstanding debt impacts the City's debt capacity and conformance with City debt policies will accompany every proposal.

35. General Obligation debt, which is supported by property tax revenues, will be utilized as authorized by voters. Other types of voter-approved debt (e.g. water and wastewater) may also be utilized when they are supported by dedicated revenue sources (e.g. fees and user charges).

36. The Arizona Constitution provides that the general obligation bonded indebtedness for a city may not exceed twenty percent (20%) of the net secondary assessed valuation of the taxable property of the city for projects for purposes of water, wastewater, artificial light, open space preserves, parks and recreational facilities, public safety, law enforcement, fire and emergency services facilities, streets, and transportation facilities. Outstanding general obligation bonded indebtedness for all other purposes may not exceed six percent (6%) of the City's net secondary assessed valuation.

37. Trust agreements, and contractual debt, all of which are non-voter approved, will be utilized only when approved by City Council.

38. Improvement District (ID) and Community Facility District (CFD) bonds shall be permitted only when there is a general City benefit as defined and approved by the City Council.

39. Utility rates will be established to ensure the ratio of net revenues to debt service meets bond indenture requirements.

40. The City will follow appropriate procedures with regard to obligations under continuing disclosure undertakings as identified by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

41. The City will follow appropriate procedures with regard to tax-exempt obligations as identified by the Internal Revenue Code of 1986.

Minimum Fund Balance Policies

42. Minimum fund balances are not intended to be spent. The purpose of the minimum fund balance is to ensure the City has adequate resources to meet its needs. If the necessity arises to draw down a fund balance below the minimum requirements that have been set, a plan to replenish the minimum fund balance will be presented to the City Council for approval.

43. Minimum fund balance requirements will be evaluated annually for long-term adequacy and use requirements.

44. The City has formally adopted a minimum fund balance policy for the following governmental funds:

a. The General Fund will maintain a reserve equal to at least three months of budgeted personnel, supplies, and services for the General Fund, Ground Ambulance Fund, Sports and Tourism Fund, and Highway User Revenue Fund. This amount will be allocated across a three-part reserve as follows:

   i. Ten percent (10%) will be dedicated to an Emergency Reserve for unexpected, large-scale expenses resulting from events where immediate, remedial action must be taken to protect the health and safety of residents, all unassigned fund balance has been exhausted, and no amount previously appropriated by the City Council is otherwise available. Any use of the Emergency Reserve must be approved by the City Manager or designee. When this occurs, the City Manager shall provide a summary report to the City Council as soon as practical on the usage of these funds and have City Council approve any necessary budget amendments. At that time, the City Manager will also present a plan to restore the Emergency Reserve within the next fiscal year following the fiscal year in which the event occurred.

   ii. Sixty percent (60%) will be dedicated to an Operating Reserve for unexpected events such as failure of the state to remit revenues to the City, loss of state shared revenues, or other impairment of a significant funding source for the remainder of the fiscal year. The Operating Reserve may also be used for unexpected mandates or other events that cause the City to incur unplanned expenses. The Operating Reserve allows for the continuance of critical City services due to these unanticipated events and is done so after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Operating Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan that projects to restore the Operating Reserve within two fiscal years following the fiscal year in which the event occurred.

   iii. Thirty percent (30%) will be dedicated to a Stabilization Reserve to provide funding to offset reductions in revenues resulting from fluctuations in the economic cycle that cannot be otherwise absorbed by the operating budget. The reserve funds will provide time for the City to restructure its operations in a deliberate manner to ensure continuance of critical City activities and is used after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Budget Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Budget Stabilization Reserve within the three fiscal years following the fiscal year in which the event occurred.

b. General Capital Fund of $1.0M

c. Transportation Improvement Fund of $0.5M

d. Street Light Improvement Districts (SLIDs). SLIDs have a maximum levy limit of $1.20 per $100 of assessed valuation in accordance with A.R.S. § 48-616. To the extent that the levy limit has not been exceeded, taxes will be levied at a rate that will approach an individual ending fund balance reserve of five percent (5%) of its budgeted annual expenses.

e. Tourism Fund of $5,000.

f. The Spring Training Ticket Surcharge Fund will have a minimum fund balance of $600,000. Any excess fund balance remaining as of June 30 shall be remitted to the General Fund.

g. The Water Fund will have a four-part reserve as follows:

i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Water Fund.

ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

iv. The City will maintain a Resource Portfolio Reserve equal to fifteen percent (15%) of the total cost of delivery and capital charges for Municipal and Industrial plus the Phoenix Active Management Area (AMA) Underground Storage charges multiplied by the total amount of the City's Central Arizona Project (CAP) allocation.

h. The Wastewater Fund will have a three-part reserve as follows:

i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Wastewater Fund.

ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

i. The Stormwater Fund will have a three-part reserve as follows:

i. The City will maintain an amount equal to the average budgeted personnel, supplies, and services expenses over a two-month period for that year's Council Adopted Budget for the Stormwater Fund.

ii. The City will maintain an amount equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year for repair and replacement.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total revenues collected through charges for services. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate

Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

j. The Solid Waste Fund will have a four-part reserve as follows:

   i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Solid Waste Fund.

   ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.

   iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

   iv. As the Solid Waste Utility has excess revenues, the City will maintain a phased Contingency Reserve equal to one-half percent (0.5%) of personnel, supplies and services expenses beginning in FY2022 and increased to one percent (1%) for each subsequent year through FY2024.

k. The Risk Management Fund will maintain an amount that, together with purchased insurance policies, will adequately indemnify the City. The appropriate funding level will be set at three times the maximum annual loss of $250,000 which is equal to $750,000, which will be approved by the City Council.

l. The Healthcare Self-Insurance Trust Fund ("Trust Fund") will maintain an amount at a level which, together with purchased insurance policies (individual and aggregate stop loss), will adequately indemnify the City. The City has established an Adverse Times Reserve. The purpose of this reserve is to address cash flow needs caused by periods in which claim payments exceed projections. The target amount of this reserve is at least twenty-five percent (25%) of expected annual claims. If, at any time prior to the end of the fiscal year, the Trust Fund's target reserve is met and fully funded for the entire fiscal year based on the original budget projections approved by the City Council, the Finance Director shall document such funding and, after consulting with the City Manager, may conduct an evaluation of the claims incurred by the Trust Fund year to date, and if fiscally and financially prudent based on the claims incurred, Transfer from the City's various operating funds only that portion of the Employer premium necessary to cover actual claims incurred, such that the Trust Fund revenues are equal to the Trust Fund expenses, and the Trust Fund account experiences a zero change in net position. At all times the City will continue to transfer and deposit into the Trust Fund 100% of the monthly employee premiums collected.

m. The Workers' Compensation Trust Fund will maintain an amount which, together with the purchased excess insurance policy will adequately indemnify the City. The City has established an Adverse Times Reserve of $3,000,000. The purpose of this reserve is to maintain the regulatory required reserve and industry standard reserve.

n. Other funds, such as the Net Premium Seating Fund, have minimum fund balance requirements which are established by contract. These requirements will be monitored annually as part of the budget process to ensure compliance with contractual agreements.

Financial Reporting Policies

45. The City's Finance Director will develop standard operating procedures to ensure the City's accounting and financial reporting systems are maintained in conformance with all state and federal laws, Generally Accepted Accounting Principles (GAAP) and the standards of the Governmental Accounting Standards Board (GASB).

46. An annual audit will be performed by an independent public accounting firm. The City will prepare an Annual Comprehensive Financial Report (ACFR) with the objective of receiving an unmodified ("clean") audit opinion. The independent auditor will present and discuss audit findings regarding internal controls and operational issues to the Audit Committee at a public meeting.

ACFR Fund Balance Reporting

1. The hierarchy from least spendable to most spendable fund balance for governmental funds of the City shall be: non-spendable, restricted, committed, assigned and unassigned. When funds are available from multiple classifications, it is the City's policy to utilize the most restrictive funding first.

2. Non-spendable fund balances are determined solely by their form.

3. Restricted fund balances are determined solely by the constraints placed on the use of the resources.

4. Committed fund balance represents amounts that have been constrained to a specific use by the formal action of the City's highest level of decision-making authority, the City Council. A majority vote of the City Council is necessary to establish, modify, or rescind a fund balance commitment.

5. The City has elected the following commitments of fund balance to be standardized from year to year.

    a. A commitment for repair and replacement of general government vehicles and other rolling stock will be maintained based upon lifecycle replacement plans prepared annually. This commitment shall be maintained in the Vehicle Replacement Fund.

    b. A commitment of a one and one-half percent (1.5%) construction sales tax to be used solely for the purposes of paying costs related to new roadways and to refurbish existing transportation corridors, to be maintained in the Transportation Improvement Fund (Ordinance No. 05-13).

    c. In addition to the two and fifty-two hundredths percent (2.52%) transient lodging tax restricted by state statute, a commitment of an additional 1.0% transient lodging tax for a total of three and fifty-two hundredths percent (3.52%) will be used to promote tourism and be maintained in the Tourism Fund (Ordinance No. 2010-04).

6. In order to be reported as committed fund balance in the ACFR the City Council must approve the commitments prior to June 30th. However, the amount of the commitment may be determined after June 30th.

7. Amounts that have been constrained by the City's intent to be used for a specific purpose and are neither restricted nor committed are reported as assigned fund balance. The City Council has

designated the authority to assign amounts to be used for specific purposes to the Chief Financial Officer (CFO).

47. The City's ACFR will be submitted annually to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.

48. The City's Budget will be submitted to the Government Finance Officers Association (GFOA) Distinguished Budget Presentation program.

49. A financial report will be presented to the City Council no less than quarterly.

Public Safety Pension Funding

50. The City Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2022 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Surprise Police	$65,172,643	$96,473,442	$31,300,799	67.6%
Surprise Fire	$74,960,080	$93,962,761	$19,002,681	79.8%
City of Surprise Totals	$140,132,723	$190,436,203	$50,303,480	73.6%

51. The City Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. To achieve this goal, the City will do the following:

    a. Pay the Annual Required Contribution (ARC) payment from operating funds. The estimated combined ARC for FY2024 is $9,025,571.

    b. Fund the fiscal year annual pension cost at the beginning of each fiscal year with the budgeted contribution amounts as estimated based on actuarial reports. The budgeted contribution amount will be based on the highest potential cost assuming that each qualifying position participating in PSPRS is fully staffed. If, during the course of the year, the required contribution amount exceeds the original budgeted amount, the City will contribute the additional funds on a per pay period basis to meet its funding obligations.

    c. Establish a Public Safety Pension Reserve dedicated for the PSPRS unfunded liability. During year-end close, or at such other time as economically feasible as determined by the Finance Director and City Manager, and approved by Council, the amount of budget in excess of actual expenditures for the police and fire departments - personnel, supplies and service categories (operating expenses), within the General Fund, will be transferred into the Public Safety Pension Reserve.

    d. The City's Finance Department will provide an annual update on the financial position of the PSPRS trust funds to City Council.

    e. During the annual budget process or at such other time as economically feasible as determined by the Finance Director and approved by Council, Council will review the feasibility of making additional payments to the Public Safety Pension Reserve.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023

Contact Person: Andrea Davis, DIRECTOR - FINANCE, Eric Boyles, ASSISTANT DIRECTOR - FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the updated Budget Amendment Policies and Procedures; Resolution #2023-49.

Motion:

I move to approve Resolution #2023-49.

Background:

The City's Budget Amendment Policies and Procedures are reviewed and updated annually to ensure appropriate approval levels. The changes were presented to Council during the May 2, 2023 Worksession.

Objective Analysis:

The City’s financial policies provide the road map for financial operations and demonstrate the City’s commitment to sound financial management practices.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

None at this time; however, topics covered in this presentation could lead to future actions which may have a fiscal impact.

Budget Impact:

None at this time; however, topics covered in this presentation could lead to future actions which may have a budgetary impact.

FTE Impact:

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

ATTACHMENTS:

1. Res 2023-49 BA Policy

RESOLUTION # 2023-49

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE BUDGET AMENDMENT POLICIES AND PROCEDURES; AND REPEALING CONFLICTING RESOLUTIONS.

WHEREAS, the City's required budget amendment authorization levels was adopted by Resolution #2022-48 on May 17, 2022; and

WHEREAS, the Finance Department wishes to amend the budget amendment authorization levels to facilitate year-end budget amendments necessary to close out the fiscal year.

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

Section 1. The Budget Amendment Policies and Procedures for the City of Surprise, Arizona is hereby amended as set forth in *Exhibit A* attached hereto and incorporated by reference herein is adopted.

Section 2. The Finance Director is hereby authorized and directed to take the appropriate steps to implement and disseminate the Budget Amendment Policies and Procedures as necessary.

Section 3. All resolutions in conflict with the provisions of this Resolution are repealed.

APPROVED AND ADOPTED this _____day of _____, 2023.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit A

BUDGET AMENDMENT POLICIES AND PROCEDURES

A. Purpose

The following policy and procedures are established to implement a consistent and efficient process by which the adopted city budget may be amended.

B. Policy

Throughout the course of the fiscal year, amendments to the budget are necessary to address new issues, increased prices, and changes in scope of existing projects. This policy applies to all budget amendments initiated by the Mayor and City Council, the City Manager's Office, and/or departments. The Finance Department shall finalize budget amendments following appropriate authorization per the schedule in Section D of this document and in accordance with the City's Comprehensive Financial Management Policies.

Adopted Level of Budgetary Control
The budget is appropriated by department within each fund. The Capital Improvement Plan (CIP) is appropriated by project.

C. Procedure

1. The requesting department shall prepare and submit to the Finance Department:

   a. The draft Budget Amendment Resolution (if Council approval is required), and

   b. A budget amendment journal with attached Budget Amendment Request form within the financial management system that has been approved by the Department Director or his/her designee.

   The Finance Department budget point of contact shall review the request for availability of budget to be amended, appropriate authorization level, accuracy, and general reasonableness. The budget point of contact shall communicate any questions or comments to the department and recommend revisions as necessary. The budget point of contact shall then advance the budget amendment journal within the financial management system to the Assistant Finance Director if approved. If applicable, the draft Budget Amendment Resolution will be updated by the budget point of contact and returned to the department to initiate a Request for Legal Services and City Council agenda item.

2. The Assistant Finance Director or his/her designee shall review and approve the budget amendment journal. The journal shall then be advanced for the next approval as appropriate.

   a. Amendments requiring Finance Director approval shall be reviewed and approved within the financial management system.

   b. Amendments requiring City Manager approval shall be reviewed and approved within the financial management system.

   c. Amendments requiring City Council approval shall be held within the financial management system by the Finance Department until City Council action is complete, if approved by City Council, then the Assistant Finance Director or his/her designee will approve.

3. The Assistant Finance Director or his/her designee will post budget amendments in the financial management system, following appropriate authorization per the schedule in Section D of this document.

a. Year-end budget amendments necessary to close out the fiscal year will be posted in the financial management system with approval from the Finance Director or his/her designee. These amendments require final approval by the appropriate authorization as noted in Section D. In the event final approval is not granted, amendments will be reversed.

D. Authorization Levels:

Type of Amendment	Category	Sub-Category	Authorization
Between Funds	All	All	City Council Resolution
Between Departments	All	All	City Council Resolution
Grants	Revenue Expense	Establishment/revision of a grant budget	City Council Resolution
Personnel	Full-time, part-time, overtime personnel	Between divisions	Department Director
	Full-time, part-time or overtime personnel	To/from any other category	City Manager
	Any change in FTE count or count of FT positions	All	City Council Resolution
Commodities/Supplies/ Contractual Services/Non-CIP Capital	Within a Department	Between divisions or within a division	Department Director
Capital	CIP (including change in total amount and/or change in scope)	All	City Council Resolution
Contingency	All	All	City Council Resolution
Carryforward	All	All	Finance Director*
Development Agreements and Debt Service Obligations	All	All	Finance Director*
Healthcare, Workers' Compensation, & Insurance Claim Obligations	All	All	Finance Director*
Emergency Reserve	All	All	City Manager*

*The level of authorization for these types of amendments is based on the need to immediately restrict or allow expenses or reimbursements. The authorized approver shall provide a summary report to the City Council on the movement of these funds who will then take action on the necessary budget amendments by Resolution.

E. Relationship to Previously Established Policy

No qualifying statement, previously established rules or procedures shall be used to negate the spirit or intent of this statement of policy.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023

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 an amendment to Chapter 26 of the Surprise Municipal Code correcting an omission in the business license exemption list; Ordinance #2023-12.

Motion:

I move to approve Ordinance #2023-12.

Background:

On August 1, 2022, City Council adopted Ordinance #2022-17 which amended certain Suprise Muncipal Code provisions pertaining to business licenses. That ordinance inadvertently omitted religious institutions from the category of exemptions from the City's business license requirements found in Chapter 26, Article II, Section 26-27(a).

Objective Analysis:

The action will re-institute the religious exemption to the business license provisions of the Surprise Municipal Code by including "religious institutions engaged solely as a place of worship" in the list of exemptions found in Surprise Municipal Code Section 26-27(a).

Policy Compliant:

This item is compliant with City and Council Policies

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. 23.04.04 Religious_Exemption_re-insertion_Ordinance

ORDINANCE # 2023-12

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 26, ARTICLE II, SECTION 26-27, *EXEMPTIONS*, BY RE-INSERTING RELIGIOUS EXEMPTIONS INTO THE BUSINESS LICENSE EXEMPTION CATEGORIES; INCLUDING SEVERABLITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, on August 1, 2022, City Council approved Ordinance #2022-17, amending the Surprise Municipal Code pertaining to business licenses;

WHEREAS, Ordinance #2022-17 inadvertently omitted religious institutions from the categories of exemption from the City's business license requirements; and

WHEREAS, the City desires to re-institute the religious exemption to the City's business license requirements.

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

Section 1. Chapter 26, Article II, Section 26-27(a) of the Surprise Municipal Code is hereby amended to include the following subsection:

(2) Religious institutions engaged solely as a place of worship.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective at the time and manner prescribed by law.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 5
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Orange on Bell" and dated March 14, 2023, a property general located near the southeast corner of Bell Road and Reems Road; Case FS21-697.

Motion:
I move to approve the Final Plat entitled, "Orange on Bell" and dated March 14, 2023.

Background:
Dan Richards with Greenlight Communities requests approval of a Final Plat entitled "Final Plat Orange on Bell" dated March 14, 2023. The parcel is zoned Orchards PAD and is located at the northeast corner of Reems Road and Young Street. This proposed Final Plat will subdivide the project legally and allow the proposed multi-family development on this lot.

Objective Analysis:
The subject Final Plat meets the requirements of the Orchards PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the requested and expressed no concerns.

Policy Compliant:
The requested Final Plat is consistent with the Orchards PAD and advances the goals and policies of the General Plan.

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

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

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-697 Cabana Bell Final Plat - Staff Report
2. 01 FS21-697 Cabana Bell Final Plat - Vicinity Map
3. 02 FS21-697 Cabana Bell Final Plat - Zoning Map
4. 03 FS22-697 Cabana Bell Final Plat - Final Plat
5. 04 FS21-697 Cabana Bell Final Plat - Final Plat Exhibit
6. 05 FS21-697 Cabana Bell Final Plat - Luke AFB Letter
7. FS21-697 Cabana Bell Final Plat - Powerpoint Presentation

FINAL PLAT

REPORT TO THE CITY COUNCIL

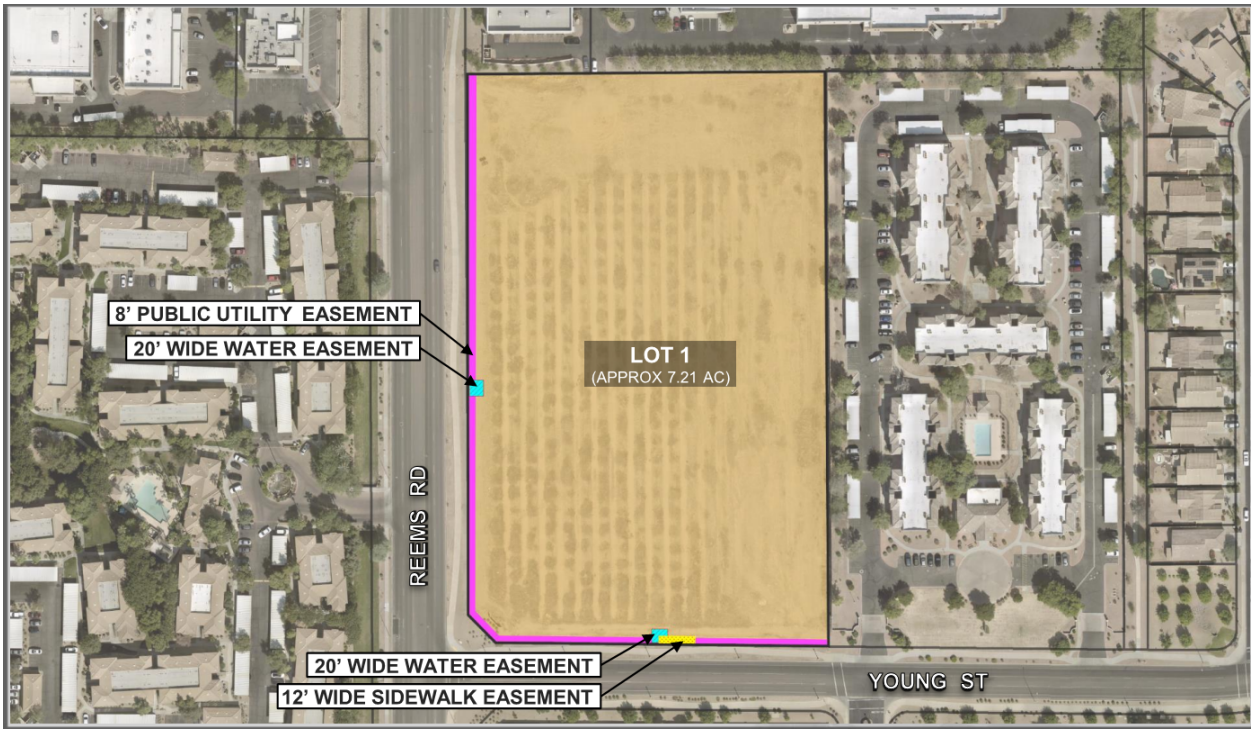
Case:	**FS21-697**
Project Name:	Cabana Bell
Council District:	5 - Palm
City Council Date:	**May 16, 2023**
Planner:	Chris Sexton, Planner II
Owner:	Amardeep Majhail with Reems Development Company, LLC
Applicant:	Kimberly Gran with Greenlight Communities
Request:	Final Plat to allow the subject parcel to become a legal lot
Site Location:	Generally located on the northeast corner of Reems Road and Young Street.
Site Size:	7.2 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Orchards PAD.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Project Description:

Dan Richards with Greenlight Communities requests approval of a Final Plat entitled “Final Plat Orange on Bell” dated March 14, 2023. The parcel is zoned Orchards PAD and is located at the northeast corner of Reems Road and Young Street. This proposed Final Plat will subdivide the project legally and allow the proposed multi-family development on this lot.



BACKGROUND:

June 12, 1980: The subject parcel was annexed into the city by Ordinance 80-03.

September 11, 1997: The Orchards PAD was approved by City Council under case number PAD96-102.

June 18, 1999: The first amendment to the Orchards PAD was approved administratively under case number PADA99-050 regarding roadway revisions.

February 1, 2000: The second amendment to the Orchards PAD regarding roadway and setback revisions was approved administratively under case number PADA00-007.

June 27, 2002: The third amendment to the Orchards PAD involved updating land uses and providing additional details of the aesthetics and architectural style that was approved by City Council.

May 21, 2008: The fourth amendment to the Orchards PAD was a minor amendment approved administratively that provided standards and guidelines for the mixed use portion under subject case PADA08-056.

April 15, 2021: The Concept Review meeting was held under case number CR21-132.

September 10, 2021: The applicant submitted for the Final Plat and Site Plan under the subject case number.

ANALYSIS AND DISCUSSION:

The subject request is to process a Final Plat to make the subject parcel a legal lot as it was created by a non-conforming lot split through Maricopa County. Although the lot split was approved by Maricopa County it was never approved by City Council thereby creating a nonconforming lot. Before the Site Plan for a multi-family development can be approved administratively, the Final Plat must be approved by City Council.

The 7.21 acre vacant parcel is zoned Orchards PAD with underlying zoning of Mixed Use (MU) and is located at the northeast corner of Reems Road and Young Street.

In addition to making Lot 1 conforming and legal, the proposed Final Plat dedicates the following: an 8-foot Public Utility Easement (PUE) along Reems Road and Young Street, a 12-foot side walk easement along Young Street and a 20-foot water easement along Reems Road.

CONFORMANCE WITH ADOPTED PLANS:

The proposed final plat was reviewed against the goals, polices, recommendations, and guidelines of the City of Surprise General Plan 2035. The proposed final plat is consistent with the General Plan in some of the following ways:

This project is located within the Neighborhood character area of the General Plan. The proposed lot configuration adheres to the design guidelines of the character area which allows for multi-family type developments.

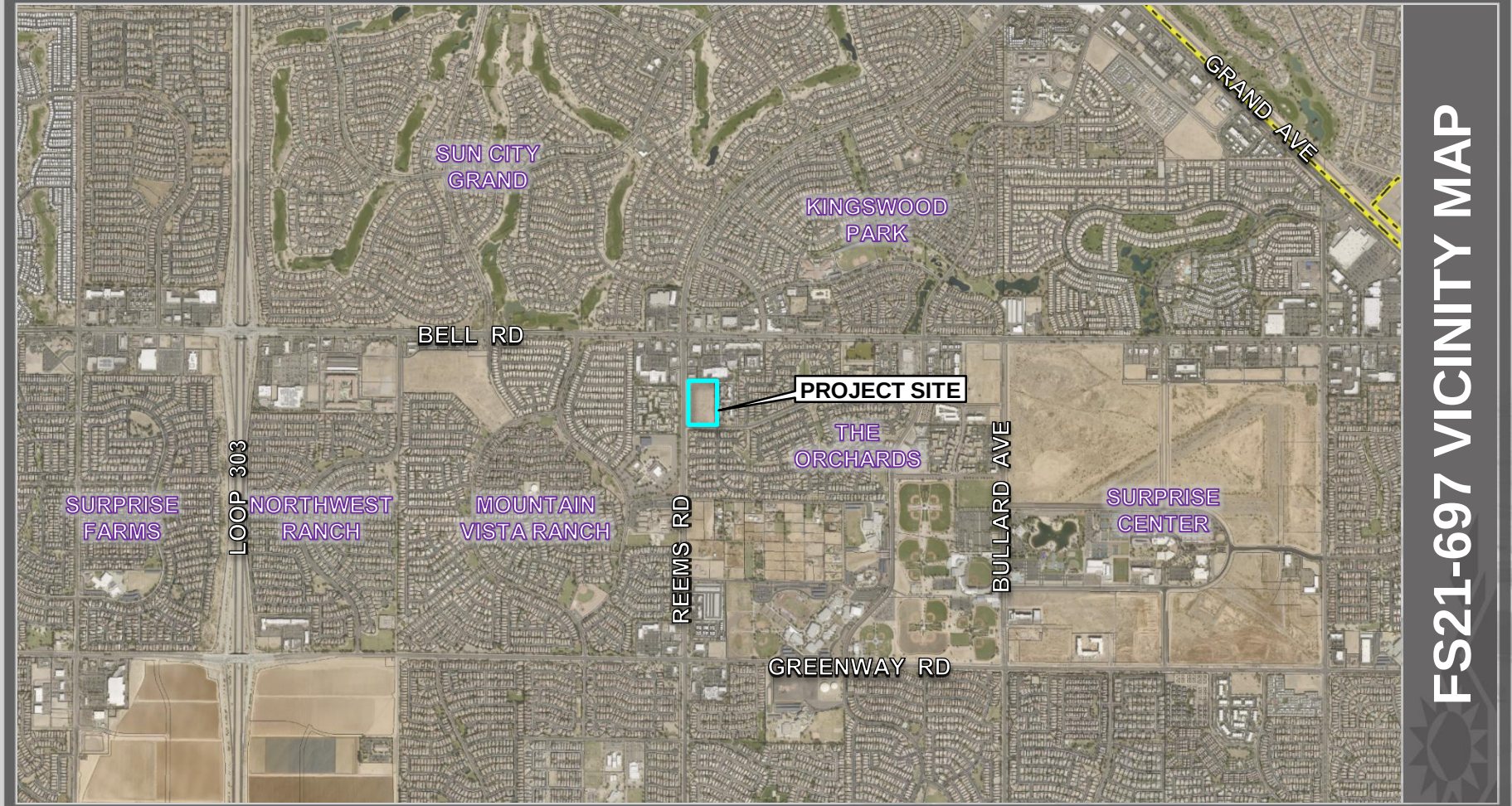
This project maintains compatibility with the quality of existing land uses in the surrounding area in that it continues the residential development pattern established in the vicinity of this parcel.

REVIEWING AGENCIES:

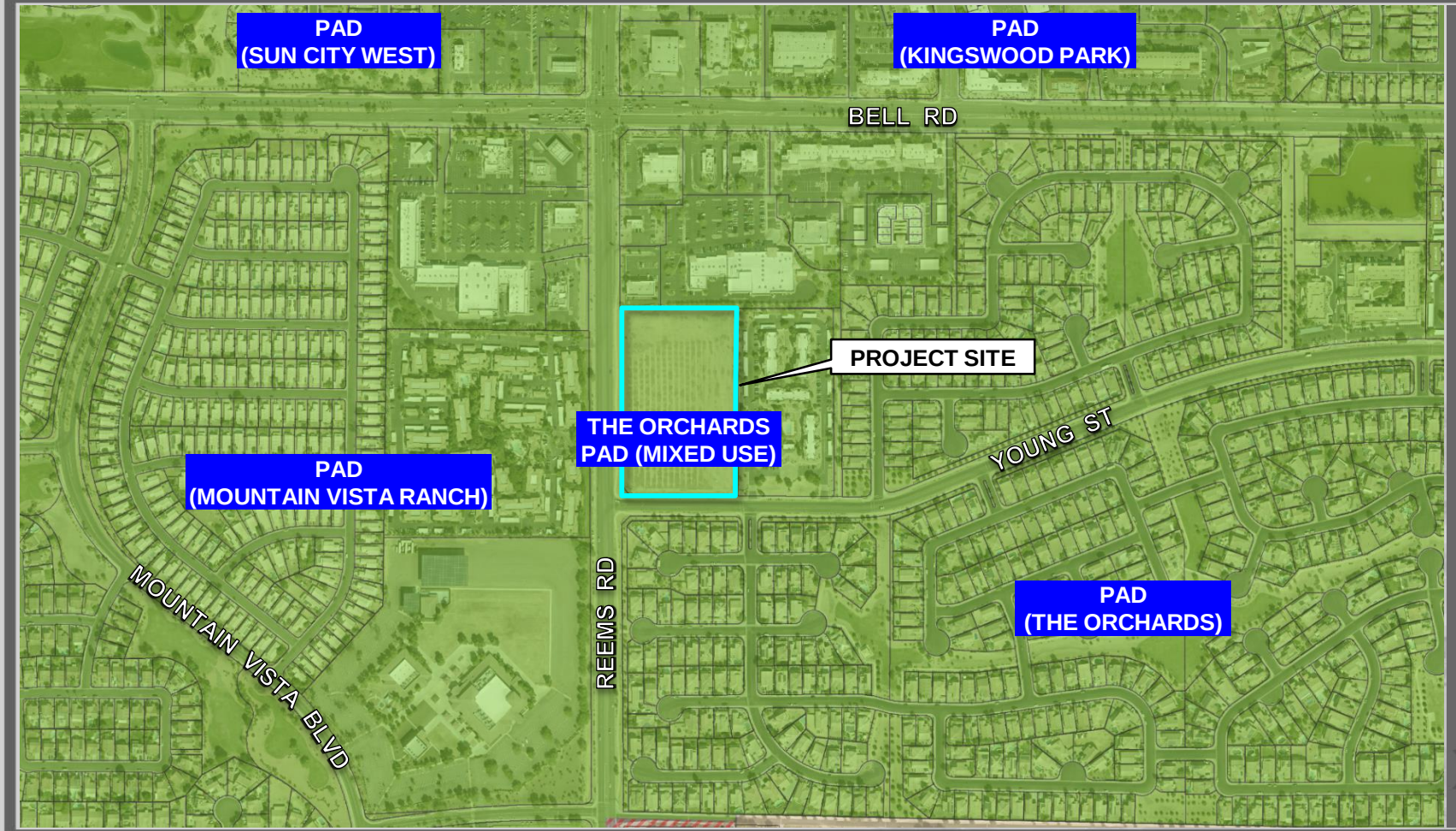
In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke Air Force Base, Maricopa Water District and Maricopa County Flood District were included in the routing of this case. Luke AFB stated the parcel was located in the Graduated Density Concept (GDC) of 0-4 du/ac and 0-2 du/ac therefore 1,150 dwelling units in the MU zoning in the Orchard PAD cannot be exceeded. The proposed density of 29.1 dwelling units per acre exceeds this however staff has steadily monitored the dwelling unit count and has not exceeded the dwelling unit count of 1,150 dwelling units. Currently, 586 dwelling units have been constructed coupled with the proposed 210 dwelling units for this project totaling 796 dwelling units leaving 354 dwelling units for construction in the MU areas.

Attachments:

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



FS21-697 VICINITY MAP



FS21-697 ZONING MAP

FINAL PLAT
ORANGE ON BELL

A PORTION OF PARCEL 16 OF THE ORCHARDS-AMENDED ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, BOOK 588 OF MAPS, PAGE 27 LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT CABANA BELL, LLC AS OWNER, HAVE SUBDIVIDED UNDER THE NAME "ORANGE ON BELL", A PORTION OF PARCEL 16 OF THE ORCHARDS-AMENDED ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, BOOK 588 OF MAPS, PAGE 27 LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT WHICH SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DECLARES A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INGRESS/EGRESS FOR INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT A CROSS ACCESS, DRAINAGE AND UTILITY EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS, DRAINAGE AND UTILITY SERVICE TO EACH PARCEL 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 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, CABANA BELL, LLC HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE ATTESTED TO BY THE UNDERSIGNED, DULY AUTHORIZED

ON THIS 7th DAY OF APRIL, 2023

BY: _____ DATE: 4/7/23

ITS: AUTHORIZED SIGNATORY

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 7th DAY OF April, 2023 BY Dan Richards, FOR AND ON BEHALF OF CABANA BELL, LLC.

_____ July 14, 2025
NOTARY PUBLIC MY COMMISSION EXPIRES

JESSICA MARIE LAWSON
Notary Public - Arizona
Maricopa County
Commission # 608443
My Comm. Expires Jul 14, 2025

NOTICE OF THE ORCHARDS DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO THE ORCHARDS DEVELOPMENT AGREEMENT DATED AUGUST 2, 2000 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON AUGUST 18, 2000, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCKET NO. 2000-0636115. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT (INSERT LANDOWNERS ADDRESS), AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS 12th DAY OF April, 2023.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")

BY: _____
ITS: CHRISTINE CAIN, PROPERTY & CONTRACTS MANAGER

ATTEST:

BY: _____
ITS: GLEN VORTHERMS, ASSISTANT SECRETARY

CABANA BELL, LLC

BY: _____
ITS: AUTHORIZED SIGNATORY

NOTES

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.

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.

RELEASE OF LIABILITY

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

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS, AND SUCH ACCEPTANCE SHALL NOT BE UNREASONABLY WITHHELD.

PARENT DESCRIPTION

PARCEL 16, OF THE ORCHARDS-AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 588 OF MAPS, PAGE 27;

EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND SITUATE A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5, MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 5, MONUMENTED BY A BRASS CAP IN A HANDHOLE, BEARS AS A BASIS OF BEARINGS SOUTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 2,681.45 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 20 SECONDS WEST ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER SAID SECTION 5, A DISTANCE OF 1,492.10 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTE 12 SECONDS EAST ALONG THE CENTERLINE OF YOUNG STREET AS SHOWN ON SAID FINAL PLAT OF MAP OF DEDICATION, A DISTANCE OF 510.49 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A POINT LYING ON THE SOUTHERLY BOUNDARY OF SAID PARCEL 16 AND THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 396.11 FEET WESTERLY OF THE EASTERLY LINE OF SAID PARCEL 16, A DISTANCE OF 710.13 FEET TO A POINT LYING ON THE NORTHERLY LINE OF SAID PARCEL 16;

THENCE NORTH 89 DEGREES 58 MINUTES 08 SECONDS EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 366.11 FEET;

THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS EAST ALONG A LINE PARALLEL WITH AND 30.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID PARCEL 16, A DISTANCE OF 716.59 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID PARCEL 16;

THENCE NORTH 89 DEGREES 01 MINUTE 12 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 366.16 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION LYING TO WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND SITUATE A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO BEING A PART OF PARCEL 16, AS SHOWN ON THE FINAL PLAT OF MAP OF DEDICATION FOR "THE ORCHARDS-AMENDED" RECORDED IN BOOK 588 OF MAPS, PAGE 27, AND AFFIDAVIT OF CORRECTION IN RECORDING NO. 02-0746750 MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5, MONUMENTED BY A BRASS CAP IN A HANDHOLE FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 5, MONUMENTED BY A BRASS CAP IN A HANDHOLE, BEARS AS A BASIS OF BEARINGS SOUTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 2,681.45 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 20 SECONDS WEST ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 1,492.10 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTE 12 SECONDS EAST, ALONG THE CENTERLINE OF YOUNG STREET AS SHOWN ON SAID FINAL PLAT OF MAP OF DEDICATION, A DISTANCE OF 876.65 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A POINT LYING ON THE SOUTHERLY BOUNDARY OF SAID PARCEL 16 AND THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 30.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID PARCEL 16, A DISTANCE OF 716.59 FEET TO A POINT LYING ON THE NORTHERLY LINE OF SAID PARCEL 16;

THENCE NORTH 89 DEGREES 58 MINUTES 08 EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL 16, A DISTANCE OF 717.12 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 16;

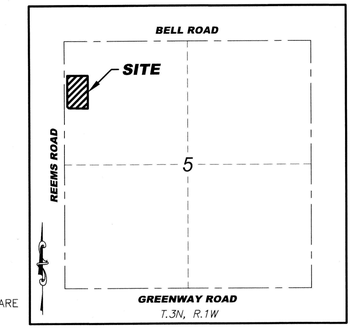
THENCE NORTH 89 DEGREES 01 MINUTE 12 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 16, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

OWNER

CABANA BELL, LLC
8135 E. INDIAN BEND ROAD, SUITE 101
SCOTTSDALE, ARIZONA, 85250
PHONE: 480.850.2030
CONTACT: DAN RICHARDS

AREA

SUBJECT PROPERTY CONTAINS 314,049 SQUARE FEET OR 7.210 ACRES, MORE OR LESS.



VICINITY MAP

N.T.S.

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 5, AS SHOWN IN BOOK 588, PAGE 27, MARICOPA COUNTY RECORDS.
SAID LINE BEARS SOUTH 00 DEGREES 03 MINUTES 20 SECONDS WEST.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND 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.

PUBLIC NOTICE

THE LOT 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. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 20__.

_____
MAYOR DATE

ATTEST:

_____
CITY CLERK DATE

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED: _____
CITY ENGINEER DATE

REFERENCE DOCUMENTS

FINAL PLAT OF "THE ORCHARDS-AMENDED", RECORDED IN BOOK 588, PAGE 27, M.C.R.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT SHOWN HEREON WAS COMPLETED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF NOVEMBER, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE MONUMENTS SHOWN ACTUALLY EXIST.

BY: _____ 4/6/2023
JASON SEGNERI, R.L.S. 35833 DATE
RICK ENGINEERING
22416 N 16TH STREET
PHOENIX, AZ 85024

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
4/6/23
DATE SIGNED
ARIZONA, U.S.A.

NO.	BY	DATE	REVISION

SURVEYOR:

RICK ENGINEERING COMPANY
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780
rickengineering.com
San Diego Riverside San Luis Obispo Sacramento Orange Tucson Phoenix Las Vegas Denver
DRAWN BY: RJH | SCALE: 1"=50'
CHECKED BY: JAS | DATE: 3/14/23

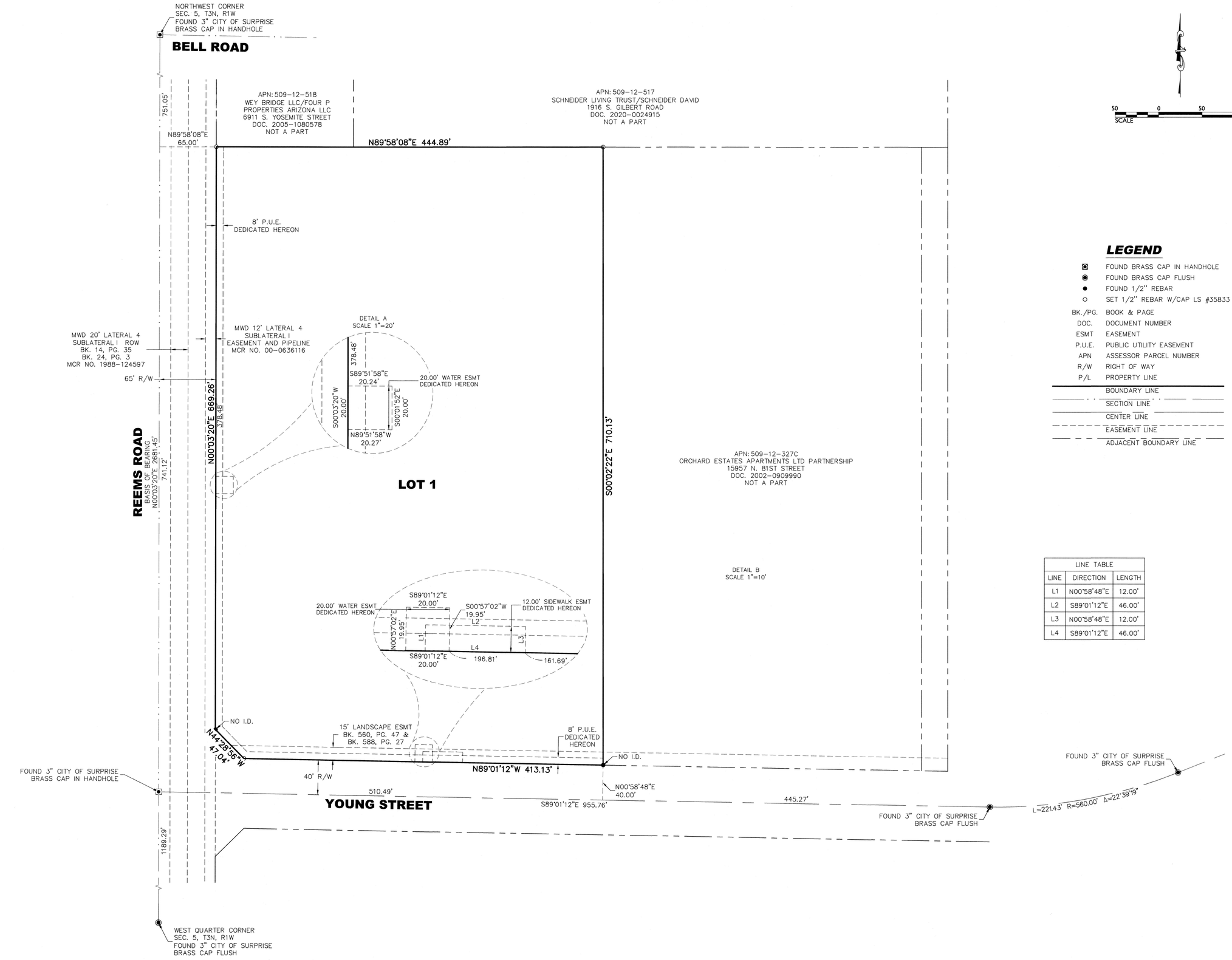
FINAL PLAT
ORANGE ON BELL
SURPRISE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO.
5823
SHEET NO. 1 OF 2

FS21-697

\\cp-rickeng.com\projects\P05500\5823_Cabana_Reems\Admin_Submittals_FinalPlat\2023-0210_3rdSub_ORANGE_ON_BELL\8.AutoCAD\5823_Cabana_Reems_Admin_Submittals_FinalPlat_2023-0210_3rdSub_ORANGE_ON_BELL.dwg - plotted by: dgordner ON 2023-03-14 @ 06:54 - ctbsig bw.ctb - © 2023 Rick Engineering Company



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N00°58'48"E	12.00'
L2	S89°01'12"E	46.00'
L3	N00°58'48"E	12.00'
L4	S89°01'12"E	46.00'

LEGEND

◙	FOUND BRASS CAP IN HANDHOLE
◉	FOUND BRASS CAP FLUSH
●	FOUND 1/2" REBAR
○	SET 1/2" REBAR W/CAP LS #35833
BK./PG.	BOOK & PAGE
DOC.	DOCUMENT NUMBER
ESMT	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
APN	ASSESSOR PARCEL NUMBER
R/W	RIGHT OF WAY
P/L	PROPERTY LINE

BOUNDARY LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

NO.	BY	DATE	REVISION

SURVEYOR:
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
4/6/23
DATE SIGNED
ARIZONA U.S.A.

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780
rickengineering.com

DRAWN BY: RJH | SCALE: 1"=50'
CHECKED BY: JAS | DATE: 3/14/23

FINAL PLAT
ORANGE ON BELL
SURPRISE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
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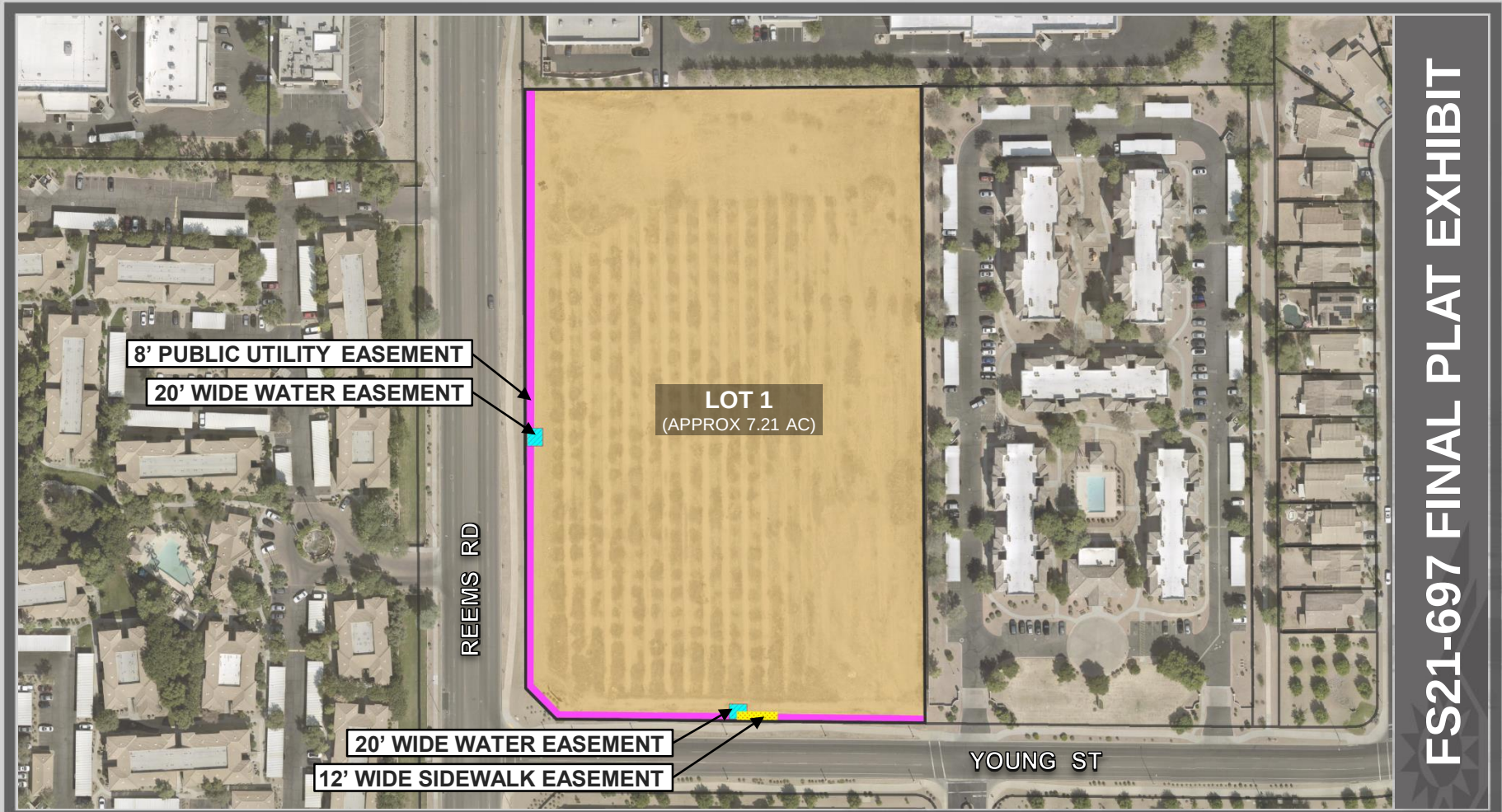
PROJECT NO.
5823
SHEET NO. 2 OF 2

\\cp-rickeng.com\Projects\P05500\5823_Cobono_Reems\Admin_Submittals_FinalPlat\2023-0210_3rdSub_ORANGE_ON_BELL\8.AutoCAD.dwg - plotted by: dgardner ON 2023-03-14 @ 06:55 - ctb:sig bw.ctb - ©2023 Rick Engineering Company


8’ PUBLIC UTILITY EASEMENT
20’ WIDE WATER EASEMENT
LOT 1
(APPROX 7.21 AC)
REEMS RD
20’ WIDE WATER EASEMENT
12’ WIDE SIDEWALK EASEMENT
YOUNG ST
FS21-697 FINAL PLAT EXHIBIT

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

18 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
Project Coordinator
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS21-697; Cabana Reems (APN 509-12-327A)

Dear Ms. Nevarez

Thank you for the opportunity to comment on the Site Plan Application for the Cabana Reems development. Cabana Reems will be developed on 7.21 acres of the Orchards PAD Parcel 16 and is located at the northeast corner of Reems Road and Young Street in Surprise, AZ. Plans call for the construction of 210 residential dwelling units (du) with a density of 29.1 du/ac. The site is approximately 2.10 miles outside the Luke AFB 1988 JLUS 65 DNL, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" defined by A.R.S. § 28-8461.

Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 DNL as follows: a maximum of 2 du/acre from the 65 DNL to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. The proposed density of 29.1 du/ac does not meet these guidelines; however, the City of Surprise requested that Luke AFB use the previously approved Orchard PAD with mixed uses allowing for a maximum of 1,150 multi-family dwelling units over the entire planned area of development. Cabana Reems with 210 units along with other small residential developments will be closely monitored by Surprise planners to ensure the maximum number is not exceeded.

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 residents about Luke AFB operations.

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

Sincerely

TOALE.CHRISTOPHER.P.1039696165 Digitally signed by TOALE.CHRISTOPHER.P.1039696165 Date: 2021.10.18 10:06:43 -07'00'

CHRISTOPHER P. TOALE

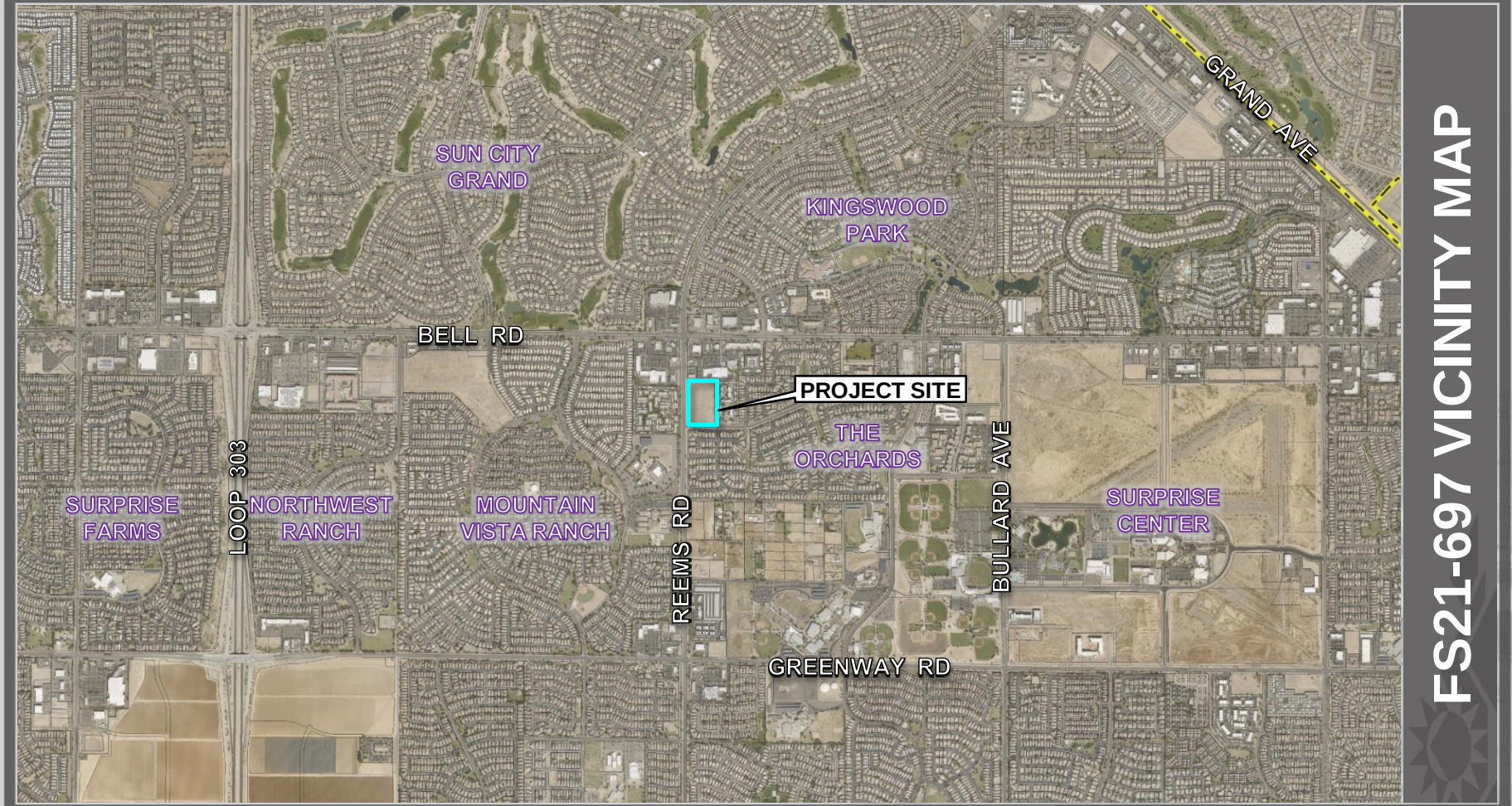
cc:
Colonel Luke B. Casper, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

SURPRISE
ARIZONA

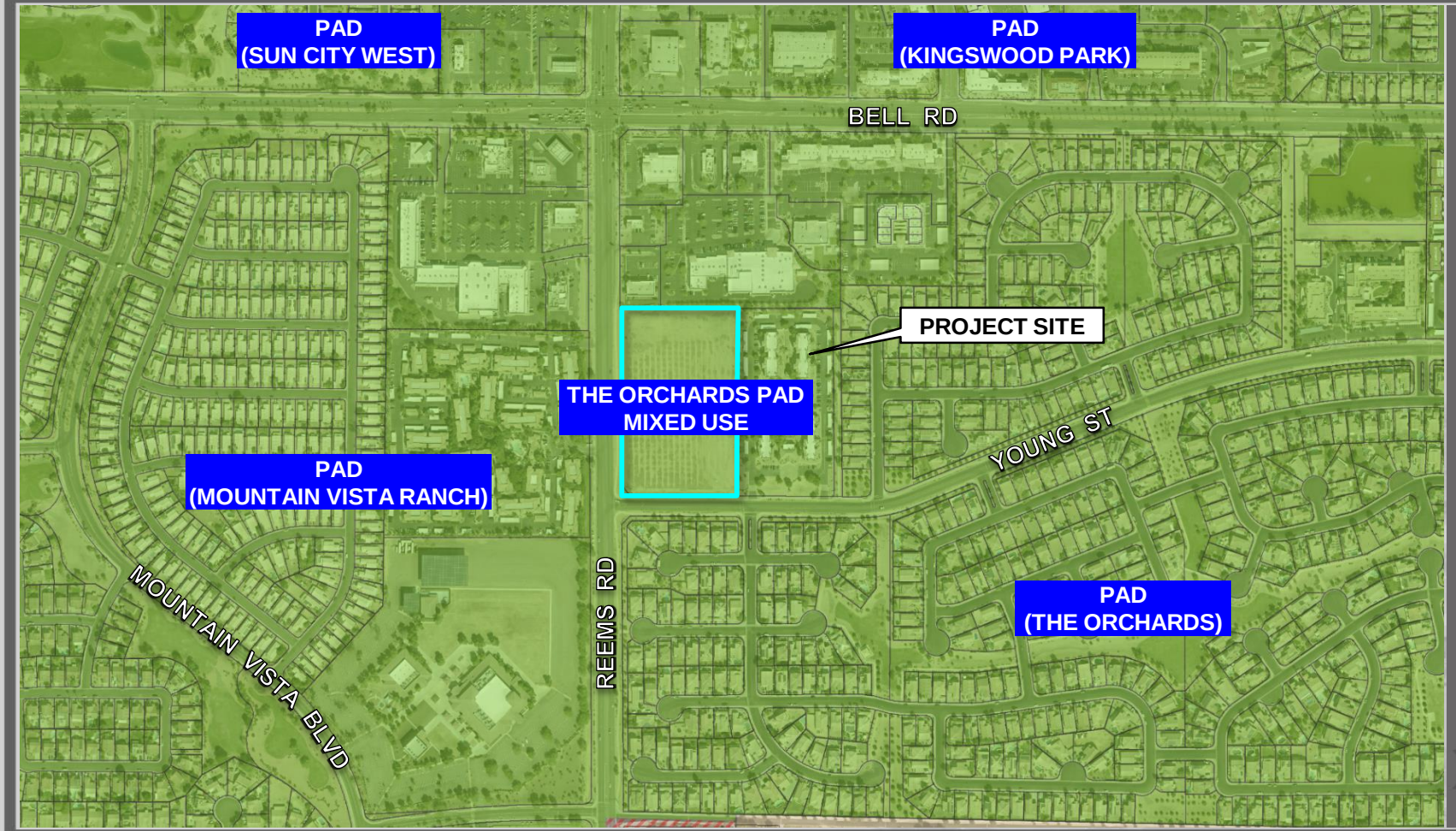
FS21-697
Cabana Bell
Final Plat

City Council

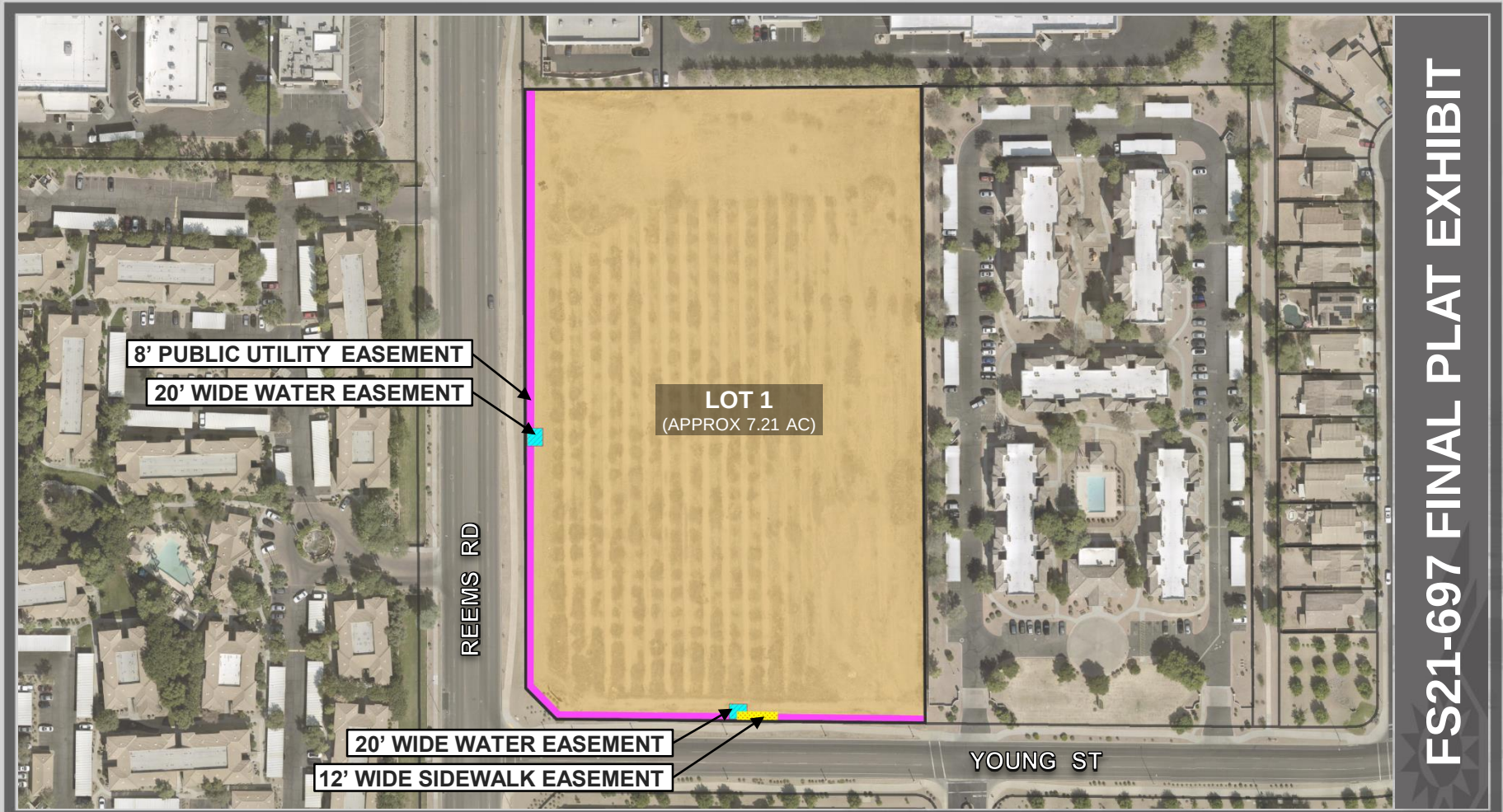
May 16, 2023



FS21-697 VICINITY MAP



FS21-697 ZONING MAP


FS21-697 FINAL PLAT EXHIBIT
8’ PUBLIC UTILITY EASEMENT
20’ WIDE WATER EASEMENT
LOT 1
(APPROX 7.21 AC)
REEMS RD
20’ WIDE WATER EASEMENT
12’ WIDE SIDEWALK EASEMENT
YOUNG ST

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023 Contact Person: Jessica Brinton
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Asante Unit 3.10B" and dated April 7, 2023, a property generally located near 166th Drive and West Chama Drive; Case FS22-1614.

Motion:
I move to approve the Final Plat entitled, "Asante Unit 3.10B" and dated April 7, 2023.

Background:
Diego Ortiz, with HILGARTWILSON, seeks approval of a Final Plat of the subject property.

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

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

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

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

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

ATTACHMENTS:
1. 00 - FS22-1614 Asante Planning Area 3 Unit 3.10B Final Plat - Staff Report 051623 CC
2. 01 - FS22-1614 Asante Planning Area 3 Unit 3.10B Final Plat - Vicinity Map

3. 02 - FS22-1614 Asante Planning Area 3 Unit 3.10B Final Plat - Zoning Map
4. 03 - FS22-1614 Asante Planning Area 3 Unit 3.10B Final Plat - Final Plat
5. 04 - FS22-1614 Asante Planning Area 3 Unit 3.10B Final Plat - Luke AFB Letter
6. FS22-1614 Asante Planning Area 3 Unit 3.10B Final Plat - Presentation

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FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS22-1614**

Project Name: Asante Planning Area 3 Unit 3.10B Final Plat

Council District: 1 – Acacia

City Council Date: May 16, 2023

Planner: Jessica Brinton, Planner II

Owner: Asante Development Partners, LLC

Applicant: Diego Ortiz of HILGARTWILSON

Request: The applicant seeks approval of the Final Plat for the subject property

Site Location: Generally located near 166th Drive and West Chama Drive

Site Size: 16.6 gross acres (approx.)

Density: 4.0 dwelling units/acre (gross)

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

Findings:

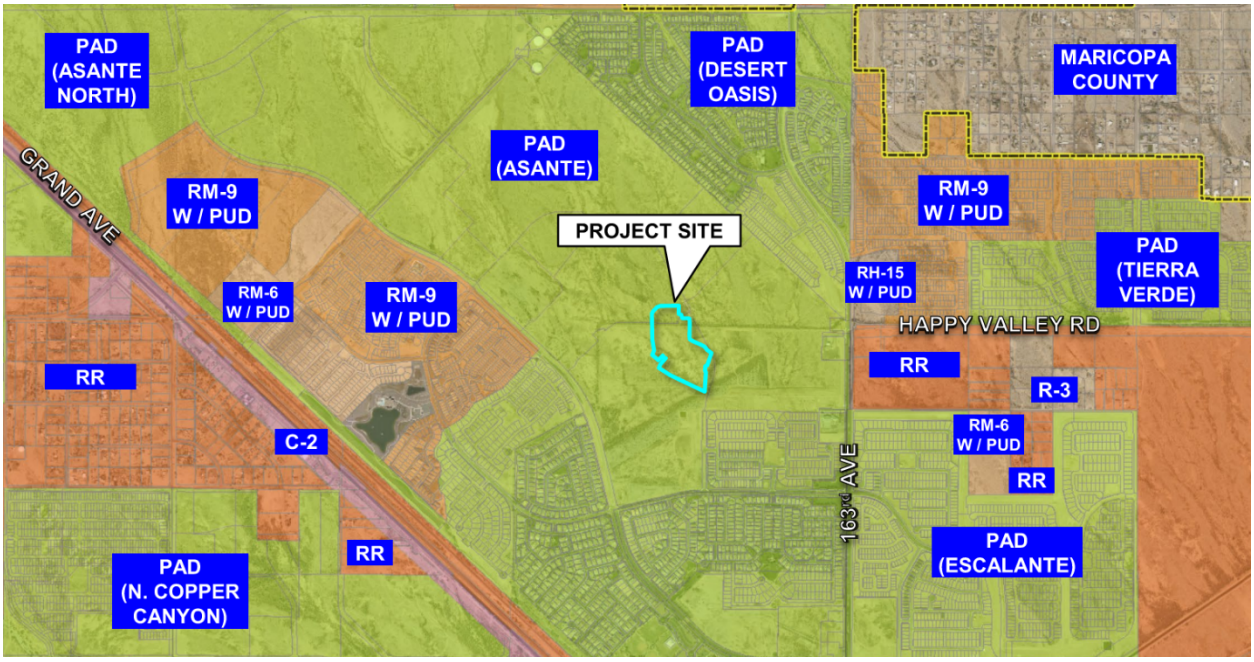
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

Diego Ortiz of HILGARTWILSON, on behalf of Asante Development Partners, LLC, seeks approval of a Final Plat for Asante Planning Area 3 Unit 3.10B. The applicant seeks to subdivide the subject property into 67 lots over approximately 16.6 gross acres, for a gross residential density of 4 dwelling units/acre. The proposed subdivision will be integrated into the larger Asante Community.

SURROUNDING LAND ZONING:

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



PAD – Asante	PAD – Asante	PAD – Asante
PAD – Asante	**PAD – Asante**	PAD – Asante
PAD – Asante	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: The City Council approved Ordinance 88-24 for the annexation of the subject property.

November 24, 2004: The City Council approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

November 17, 2022: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 3 under case FS22-0781.

December 16, 2022: The applicant filed the subject case, FS22-1614.

April 18, 2023: The City Council approved a Master Plat for Asante Planning Area 3 under case FS22-1524.

ANALYSIS AND DISCUSSION:

The subject request includes a Final Plat for Unit 3.10B of Planning Area 3 within the Asante PAD. This Final Plat consists of 67 lots, with a typical lot size of 48' x 120'. This is consistent with the Preliminary Plat and the Asante PAD requirements.

Access

Access to the development will be from 166th Drive to the east and from 167th Drive through Unit 4.9 to the south.

Open Space & Landscaping

There is a total of approximately 2.9 acres of open space within Unit 3.10B. Of this total, approximately 1.1 acres are active open space, and approximately 1.8 acres are passive open space. Landscaping will incorporate native and low water use plants, as required by the City, and will be consistent with the overall Asante Development.

Residents within Unit 3.10B will have access to the clubhouse planned for Unit 3.10A within Asante Planning Area 3.

Utility and Services Table:

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

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 dwelling units/acre or more. At a gross density of 4.0 dwelling units/acre, this development is consistent with the General Plan in this regard.

This request is also consistent with the General Plan in that it promotes connectivity to existing and future development within the Asante PAD for a range of mobility options.

Reviewing Agencies:

This request was reviewed by internal city reviewing departments, who indicated no objection to the request. The following external agencies also indicated no objection to the request: Maricopa Water District, Luke Air Force Base.

The following external agencies were included in the review request but did not provide a response: Arizona Department of Transportation, Maricopa County Flood Control District, Maricopa County Department of Transportation, Maricopa County Planning Department, Maricopa Association of Governments, Dysart Unified School District, United States Postal Service, Cox, Beardsley Water Company, Liberty Utilities, and Southwest Gas.

Summary:

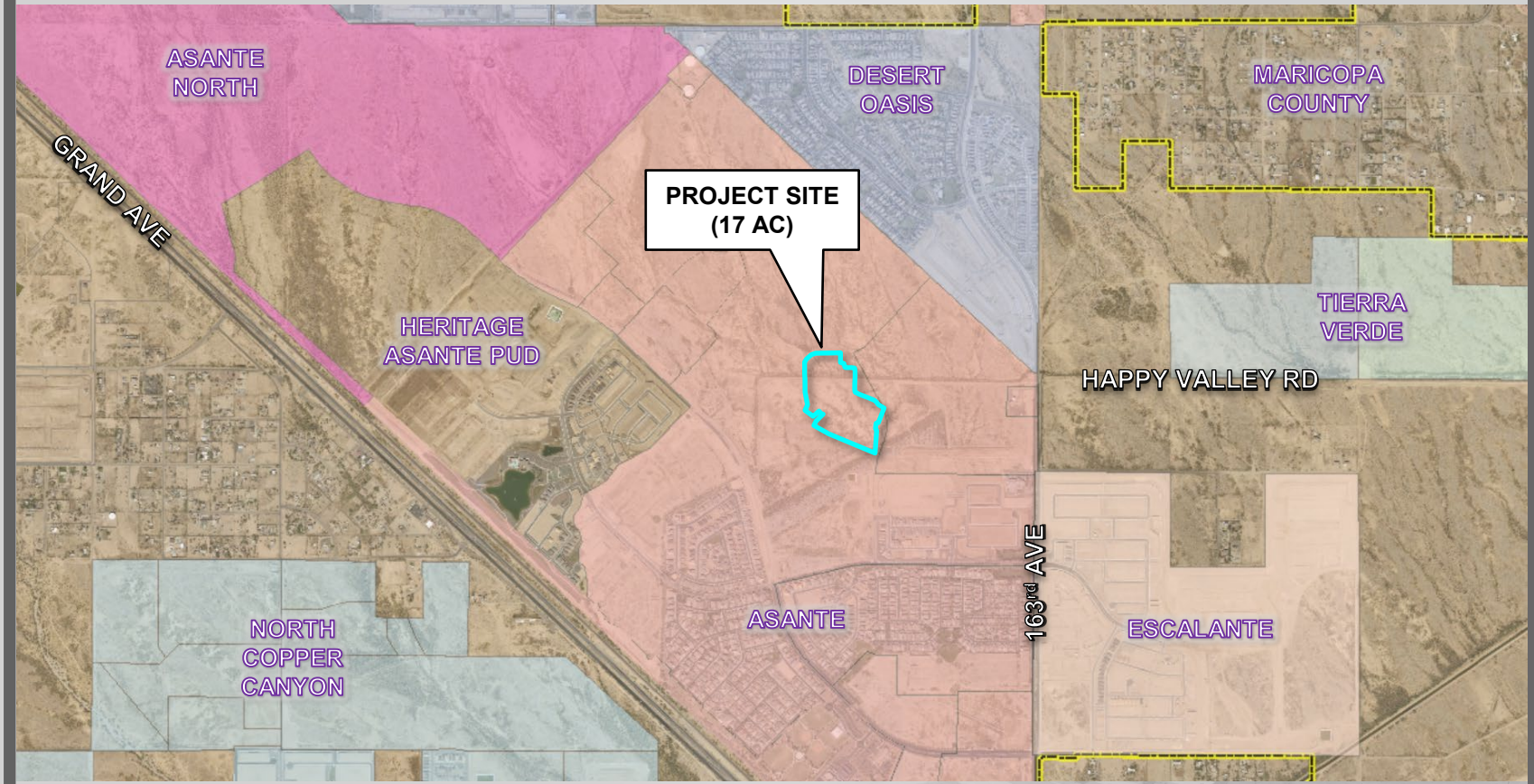
The subject Final Plat meets the requirements of the Asante PAD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

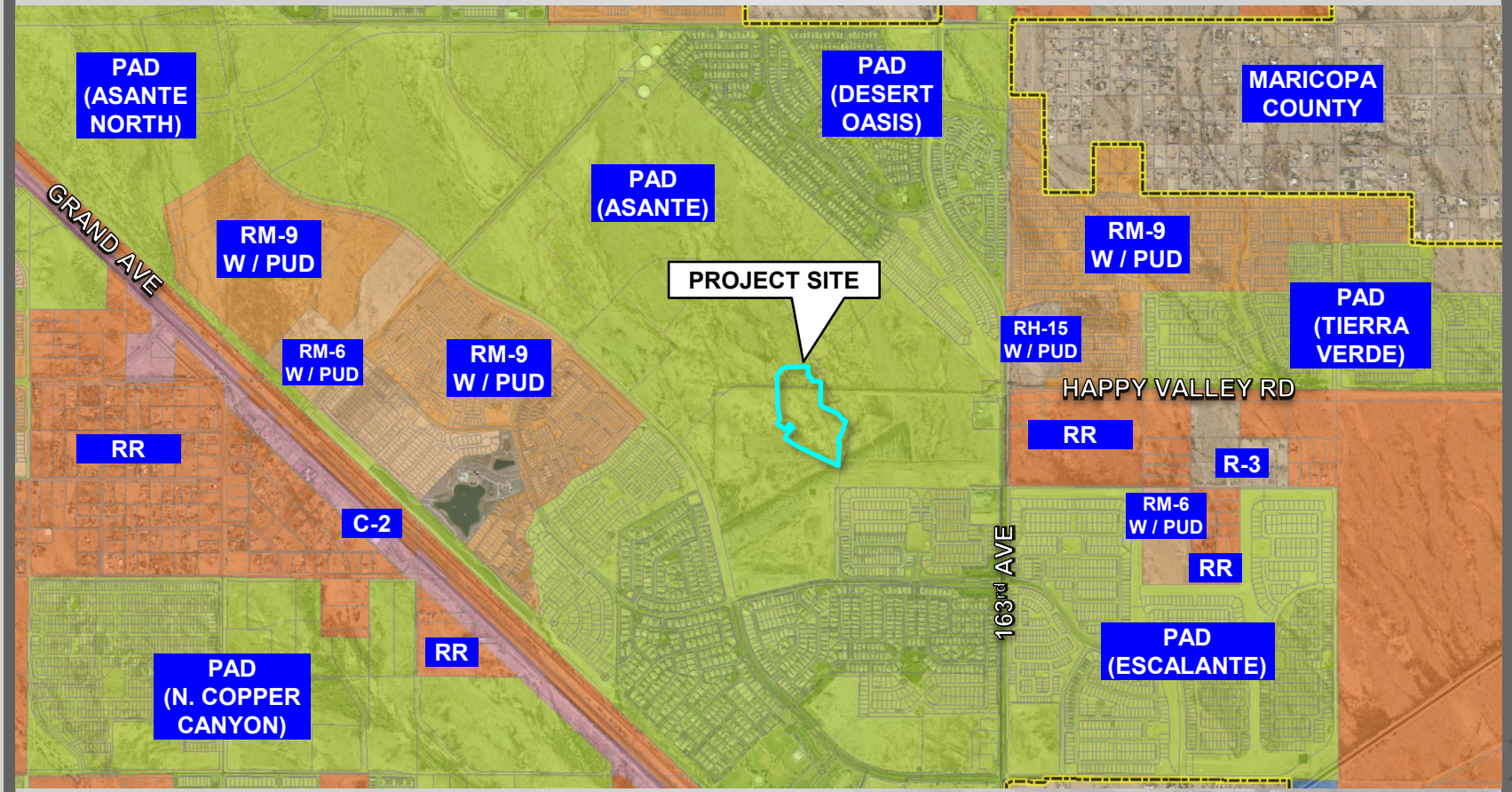
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

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



FS22-1614 VICINITY MAP



FS22-1614 ZONING MAP

FINAL PLAT
OF
ASANTE - UNIT 3.10B
SURPRISE, ARIZONA
A REPLAT OF UNIT 3.10B OF THE MASTER PLAT OF ASANTE AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE NORTH HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"ASANTE – UNIT 3.10B"**, A REPLAT OF UNIT 3.10B OF THE MASTER PLAT OF ASANTE AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1 AND NORTH HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"ASANTE – UNIT 3.10B"** AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET 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 FINAL PLAT.

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

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

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

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

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

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS 21 DAY OF April, 2023.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: MANAGER

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE 21 DAY OF April, 2023 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON,** WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT** OF **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER,** BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

JAMIE KELSEY
Notary Public State of Arizona
Maricopa County
Commission # 584063
My Commission Expires
July 29, 2024

NOTARY PUBLIC

July 29, 2024
MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, Katie Voigt AS THE President OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: Katie Voigt

NAME: Katie Voigt

TITLE: President

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE 21st DAY OF April, 2023 BEFORE ME, PERSONALLY APPEARED Katie Voigt, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE President OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH President, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

JAMIE KELSEY
Notary Public State of Arizona
Maricopa County
Commission # 584063
My Commission Expires
July 29, 2024

NOTARY PUBLIC

July 29, 2024
MY COMMISSION EXPIRES

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ('LENDERS'), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA (**"DEED OF TRUST"**) AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST (**"LENDERS' LIEN"**), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT (**"FINAL PLAT"**), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT–OF–WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: 4/20, 2023.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: Sean Reilly

ITS: Vice President

ACKNOWLEDGMENT FOR LENDERS' CONSENT

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

STATE OF CALIFORNIA
COUNTY OF Orange

ON 4/20/23 BEFORE ME, Cynthia Gonzalez, Notary Public, PERSONALLY APPEARED Sean Reilly, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Gonzalez (SEAL)

CYNTHIA GONZALEZ
Notary Public, California
Orange County
Commission # 2303381
My Comm. Expires Sep 17, 2023

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

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

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

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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04–07–523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45–576.

OWNER

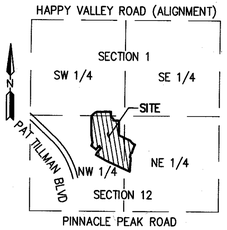
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490–0535
CONTACT: PHIL REIMER, RLS

SHEET INDEX

FP01	COVER SHEET
FP02	LEGAL DESCRIPTION, SHEET INDEX MAP, AREA TABLES & VISIBILITY DETAIL
FP03–FP05	FINAL PLAT SHEETS



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°44'56" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDS, AND BETWEEN THE MONUMENTS AS SHOWN HEREON

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
6. NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
11. 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.
12. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS22–0781.
13. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS_____ DAY OF _____, 2023, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED_____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 2023.

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 SEPTEMBER, 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

PHIL REIMER
RLS# 48078
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
preimer@hilgartwilson.com

REGISTERED LAND SURVEYOR
48078
PHIL
REIMER
Date Signed 2023 04.19
ARIZONA, U.S.A.
Expires 6/30/2023

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

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

ASANTE – UNIT 3.10B
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909
STATUS:
DATE: APR 2023
SCALE: NONE
DRAWN: MRM
APPROVED: PR
MUNICIPAL TRACKING NO:

DWG. NO.
FP01
SHT. 1 OF 5

FS22-1614

U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 3.10B\1909-3.10B-FP-01.dwg 4/19/2023 9:04 AM

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 1 AND THE NORTH HALF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 12 FROM WHICH A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER THEREOF BEARS SOUTH 00°44'56" WEST, 2634.27 FEET;

THENCE NORTH 88°55'18" WEST, 2535.74 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE LEAVING SAID NORTH LINE, SOUTH 01°04'42" WEST, 66.18 FEET TO THE **POINT OF BEGINNING;**
THENCE SOUTH 00°31'45" EAST, 265.00 FEET;

THENCE SOUTH 00°25'19" EAST, 46.79 FEET;

THENCE SOUTH 65°38'16" EAST, 259.13 FEET;

THENCE SOUTH 39°11'52" EAST, 79.07 FEET;

THENCE SOUTH 62°29'01" EAST, 65.46 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 835.00 FEET, THE CENTER OF WHICH BEARS SOUTH 62°29'01" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°09'56", AN ARC LENGTH OF 191.87 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 57°07'38" WEST, 28.97 FEET;

THENCE SOUTH 10°34'22" WEST, 70.00 FEET;

THENCE SOUTH 35°57'44" EAST, 28.96 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 835.00 FEET, THE CENTER OF WHICH BEARS SOUTH 83°11'32" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°31'10", AN ARC LENGTH OF 51.29 FEET TO A TANGENT LINE;

THENCE SOUTH 03°17'18" WEST, 235.24 FEET;

THENCE NORTH 65°38'16" WEST, 604.50 FEET;

THENCE NORTH 60°19'06" WEST, 203.89 FEET;

THENCE NORTH 25°12'24" EAST, 61.55 FEET;

THENCE NORTH 42°52'27" EAST, 118.17 FEET;

THENCE NORTH 82°04'54" WEST, 13.45 FEET;

THENCE NORTH 30°33'20" WEST, 50.78 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 40°02'34" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'07", AN ARC LENGTH OF 99.92 FEET TO A NON-TANGENT LINE;

THENCE NORTH 52°05'41" WEST, 126.86 FEET;

THENCE NORTH 23°15'38" EAST, 73.18 FEET;

THENCE NORTH 13°59'57" WEST, 57.81 FEET;

THENCE NORTH 07°18'04" WEST, 115.73 FEET;

THENCE NORTH 00°41'11" WEST, 373.44 FEET;

THENCE NORTH 26°46'46" EAST, 43.90 FEET;

THENCE NORTH 48°44'04" EAST, 85.56 FEET;

THENCE NORTH 70°41'21" EAST, 50.24 FEET;

THENCE NORTH 89°37'40" EAST, 290.98 FEET;

THENCE SOUTH 00°22'20" EAST, 120.07 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS SOUTH 02°31'57" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°56'47", AN ARC LENGTH OF 96.90 FEET TO A NON-TANGENT LINE;

THENCE NORTH 89°37'40" EAST, 119.28 FEET TO THE **POINT OF BEGINNING.**

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6,522	0.1497
LOT : 2	6,377	0.1464
LOT : 3	6,335	0.1454
LOT : 4	6,397	0.1469
LOT : 5	6,058	0.1391
LOT : 6	5,989	0.1375
LOT : 7	6,002	0.1378
LOT : 8	6,015	0.1381
LOT : 9	6,027	0.1384
LOT : 10	6,045	0.1388
LOT : 11	9,585	0.2200
LOT : 12	11,571	0.2656
LOT : 13	8,732	0.2005
LOT : 14	6,625	0.1521
LOT : 15	6,625	0.1521
LOT : 16	6,625	0.1521
LOT : 17	6,779	0.1556
LOT : 18	6,605	0.1516
LOT : 19	6,513	0.1495
LOT : 20	6,521	0.1497
LOT : 21	6,529	0.1499
LOT : 22	6,537	0.1501
LOT : 23	8,469	0.1944

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 24	7,180	0.1648
LOT : 25	7,180	0.1648
LOT : 26	7,670	0.1761
LOT : 27	12,709	0.2918
LOT : 28	10,618	0.2438
LOT : 29	7,842	0.1800
LOT : 30	6,416	0.1473
LOT : 31	6,466	0.1484
LOT : 32	6,614	0.1518
LOT : 33	7,764	0.1782
LOT : 34	7,719	0.1772
LOT : 35	7,696	0.1767
LOT : 36	7,120	0.1635
LOT : 37	6,466	0.1484
LOT : 38	6,466	0.1484
LOT : 39	6,466	0.1484
LOT : 40	6,466	0.1484
LOT : 41	6,416	0.1473
LOT : 42	5,928	0.1361
LOT : 43	5,856	0.1344
LOT : 44	5,856	0.1344
LOT : 45	5,856	0.1344
LOT : 46	5,856	0.1344

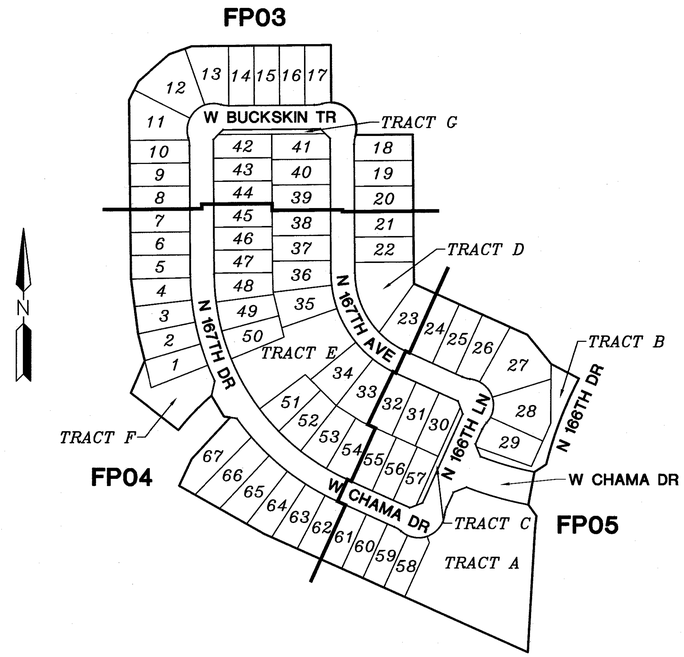
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 47	5,856	0.1344
LOT : 48	6,511	0.1495
LOT : 49	6,592	0.1513
LOT : 50	6,548	0.1503
LOT : 51	6,545	0.1503
LOT : 52	6,570	0.1508
LOT : 53	6,908	0.1586
LOT : 54	6,412	0.1472
LOT : 55	5,856	0.1344
LOT : 56	5,856	0.1344
LOT : 57	5,806	0.1333
LOT : 58	6,041	0.1387
LOT : 59	5,921	0.1359
LOT : 60	6,053	0.1390
LOT : 61	6,002	0.1378
LOT : 62	6,362	0.1460
LOT : 63	6,766	0.1553
LOT : 64	7,189	0.1650
LOT : 65	8,225	0.1888
LOT : 66	8,887	0.2040
LOT : 67	9,737	0.2235

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.4111	COMMON AREA & DRAINAGE
TRACT B	0.1872	COMMON AREA & DRAINAGE
TRACT C	0.0491	COMMON AREA
TRACT D	0.2865	COMMON AREA & DRAINAGE
TRACT E	0.5840	COMMON AREA & DRAINAGE
TRACT F	0.2920	COMMON AREA & DRAINAGE
TRACT G	0.0491	COMMON AREA

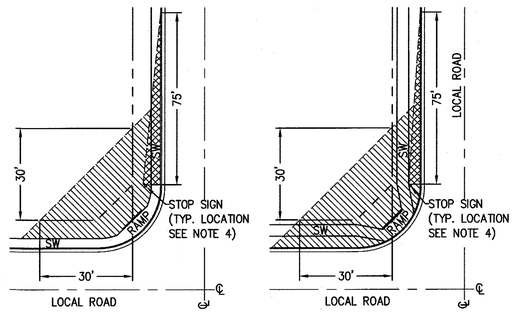
1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

AREAS

ROW AREA =	133,962 SQ. FT.	3.0753 ACRES
TRACTS A-G AREA =	124,541 SQ. FT.	2.8591 ACRES
LOT AREA =	464,754 SQ. FT.	10.6693 ACRES
GROSS AREA =	723,257 SQ. FT.	16.6037 ACRES
NET AREA =	589,295 SQ. FT.	13.5284 ACRES
DENSITY (GROSS) =		4.0 D.U. / ACRE
DENSITY (NET) =		5.0 D.U. / ACRE



SHEET INDEX MAP
N.T.S.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT

REGISTERED LAND SURVEYOR
46078
PHIL
REIMER
Date Signed 4/19/2023
ARIZONA, U.S.A.
Expires 6/30/2023

U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 3.10B\1909-3.10B-FP-02.dwg 4/19/2023 9:04 AM

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

ASANTE - UNIT 3.10B

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

STATUS:
PROJ. NO.:1909
DATE: APR 2023
SCALE: NONE
DRAWN: MRM
APPROVED: PR
MUNICIPAL TRACKING NO:

DWG. NO.
FP02
SHT. 2 OF 5

FS22-1614

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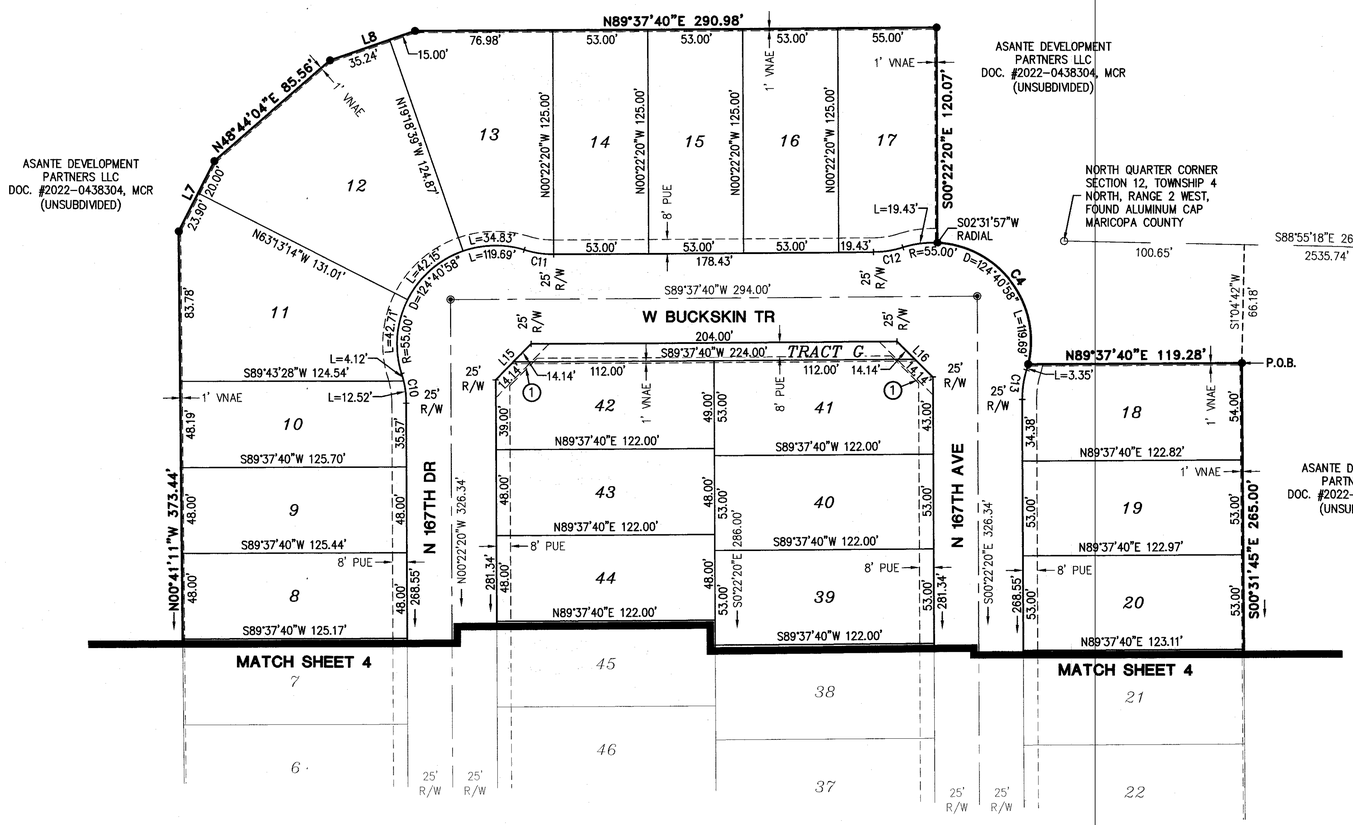
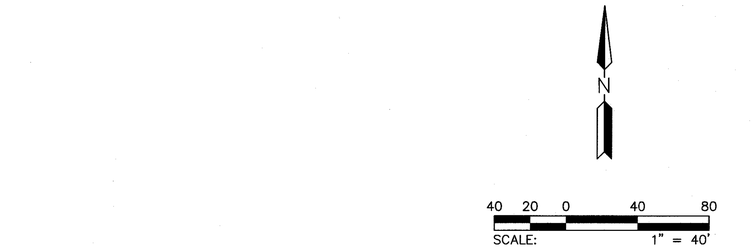


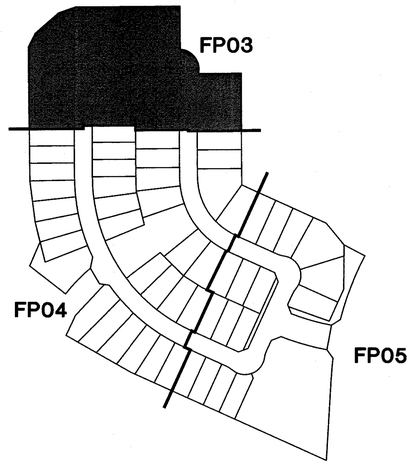


LEGEND

○	FOUND MONUMENT AS NOTED
◙	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
——— ———	CENTER LINE
——— — ———	RIGHT OF WAY
——— ———	PARCEL LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L7	N26°46'46"E	43.90'
L8	N70°41'21"E	50.24'
L15	N44°37'40"E	28.28'
L16	S45°22'20"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C4	55.00'	100°56'47"	96.90'
C10	55.00'	17°20'29"	16.65'
C11	55.00'	17°20'29"	16.65'
C12	55.00'	17°20'29"	16.65'
C13	55.00'	17°20'29"	16.65'



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36078
PHIL
REIMER
Date Signed 6-30-23
ARIZONA U.S.A.
Expires 6/30/2023

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE - UNIT 3.10B
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909
DATE: APR 2023
SCALE: AS SHOWN
DRAWN: MRM
APPROVED: PR
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP03
SHT. 3 OF 5

FS22-1614

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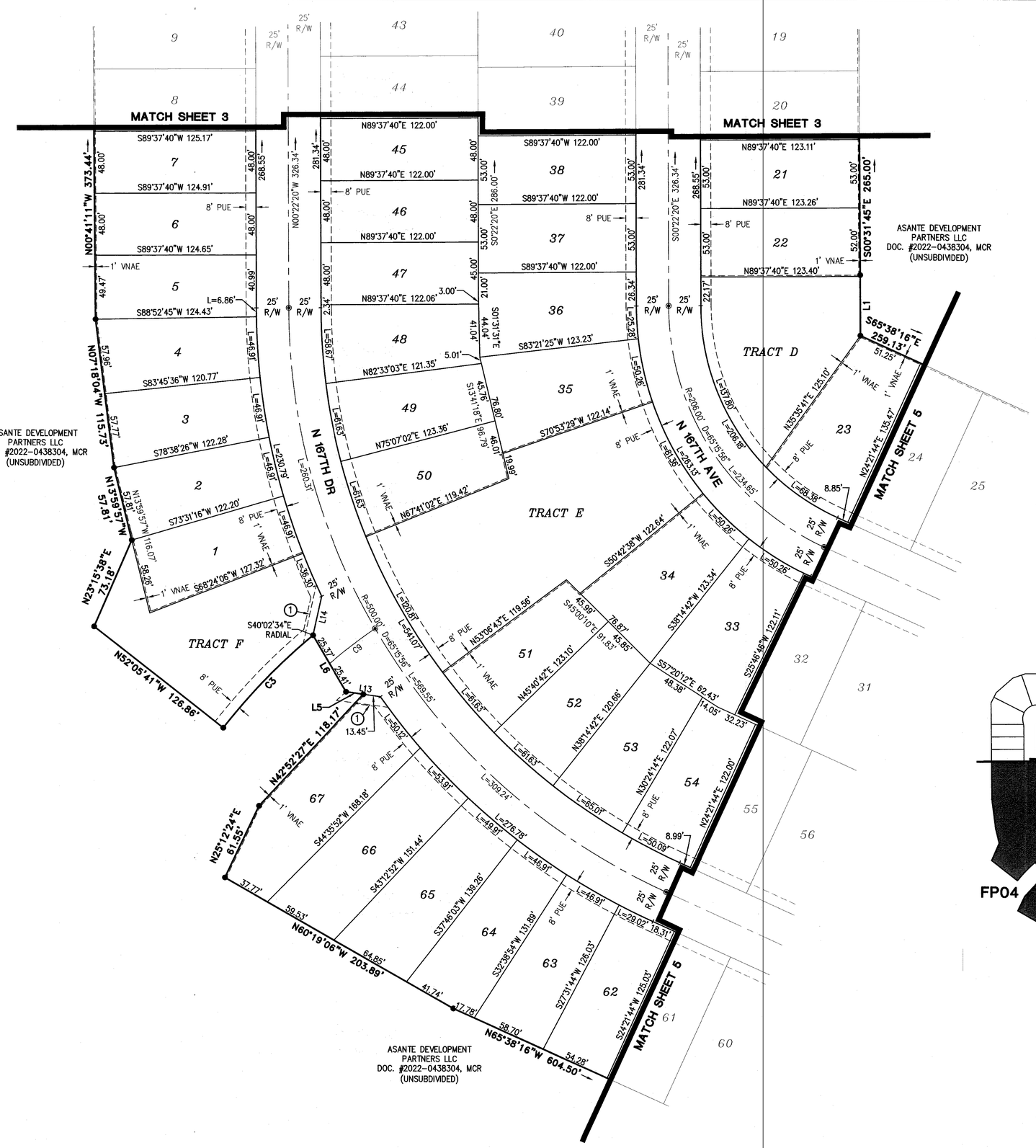
MATCH SHEET 3
MATCH SHEET 3
MATCH SHEET 5
MATCH SHEET 6
N 167TH DR
N 167TH AVE
TRACT D
TRACT E
TRACT F
ASANTE DEVELOPMENT PARTNERS LLC DOC. #2022-0438304, MCR (UNSUBDIVIDED)
ASANTE DEVELOPMENT PARTNERS LLC DOC. #2022-0438304, MCR (UNSUBDIVIDED)
ASANTE DEVELOPMENT PARTNERS LLC DOC. #2022-0438304, MCR (UNSUBDIVIDED)
S89°37'40"W 125.17'
N89°37'40"E 122.00'
S89°37'40"W 122.00'
N89°37'40"E 123.11'
S89°37'40"W 124.91'
N89°37'40"E 122.00'
S89°37'40"W 122.00'
N89°37'40"E 123.26'
S89°37'40"W 124.65'
N89°37'40"E 122.00'
S89°37'40"W 122.00'
N89°37'40"E 123.40'
S88°52'45"W 124.43'
N89°37'40"E 122.06'
S89°37'40"W 122.00'
S83°45'36"W 120.77'
N82°33'03"E 121.35'
S83°21'25"W 123.23'
S78°38'26"W 122.28'
N75°07'02"E 123.36'
S70°53'29"W 122.14'
S73°31'16"W 122.20'
N67°41'02"E 119.42'
S50°42'38"W 122.64'
S68°24'06"W 127.32'
S53°06'43"E 119.56'
S38°14'42"W 123.34'
S45°00'10"E
N45°40'42"E 123.10'
S57°20'12"E 62.43'
N38°14'42"E 120.86'
S25°46'48"W 122.11'
N30°24'14"E 122.07'
S82°04'54"E 26.90'
N24°21'44"E 122.00'
S42°52'27"E 118.17'
S44°35'52"W 168.18'
N25°12'24"E 61.35'
S45°12'52"W 151.44'
S37°46'03"W 139.26'
S32°39'54"W 131.89'
S27°31'44"W 126.03'
S24°21'44"W 125.03'
N60°19'06"W 203.89'
N65°38'16"W 604.50'
S65°38'16"E 259.13'
N35°35'41"E 125.10'
N24°21'44"E 135.47'
N52°05'41"W 126.86'
N23°15'38"E 73.18'
N00°41'11"W 373.44'
N00°22'20"W 326.34'
S00°22'20"E 326.34'
S00°31'45"E 265.00'
N00°18'04"W 115.73'
N13°59'57"W 57.81'
R=500.00' D=65°15'56" L=569.55'
R=206.00' D=65°15'56" L=234.65'
L=309.24'
L=220.87'
L=541.07'
L=281.36'
L=260.31'
L=37.80'
L=206.48'
L=68.58'
L=50.26'
L=50.12'
L=53.91'
L=276.78'
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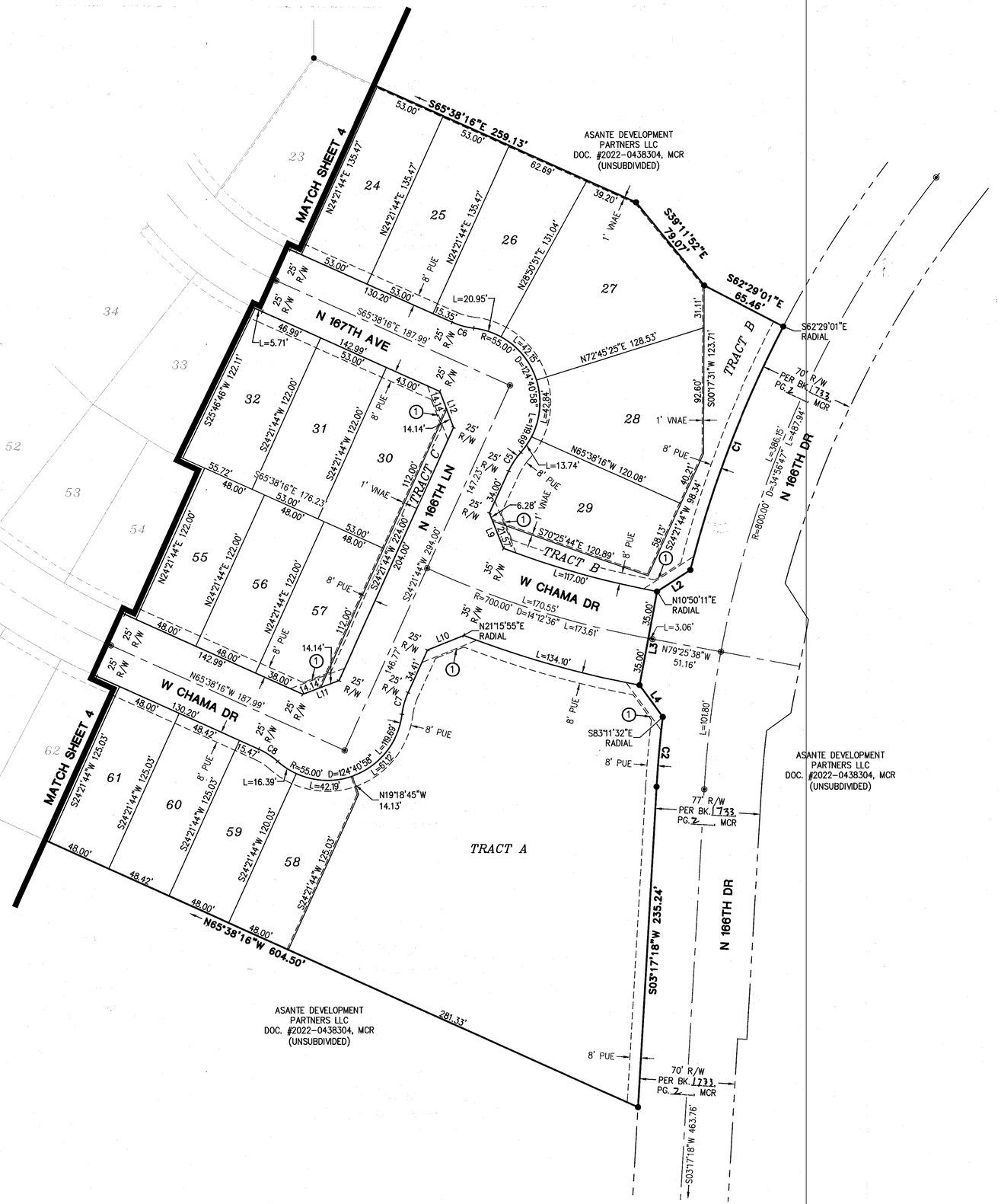

N

40 20 0 40 80

SCALE: 1" = 40'

LEGEND

○	FOUND MONUMENT AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
— - —	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	S57°07'38"W	28.97'
L3	S10°34'22"W	70.00'
L4	S35°57'44"E	28.96'
L9	S21°51'51"E	27.85'
L10	N68°15'14"E	28.63'
L11	N69°21'44"E	28.28'
L12	N20°38'16"W	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	835.00'	13°09'56"	191.87'
C2	835.00'	3°31'10"	51.29'
C5	55.00'	17°20'29"	16.65'
C6	55.00'	17°20'29"	16.65'
C7	55.00'	17°20'29"	16.65'
C8	55.00'	17°20'29"	16.65'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18078
PHIL
REIMER
Date Signed 4/19/2023
ARIZONA, U.S.A.
Expires 6/30/2023

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ASANTE - UNIT 3.10B

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

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STATUS:

PROJ. NO.: 1909
DATE: APR 2023
SCALE: AS SHOWN
DRAWN: MRM
APPROVED: PR

MUNICIPAL TRACKING NO:

DWG. NO.
FP05
SHT. 5 OF 5

FS22-1614

U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 3.10B\1909-3.10B-FP-05.dwg 4/19/2023 9:05 AM

Jessica Brinton

From: JAMES, MARK C GS-13 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Friday, January 6, 2023 7:03 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-1614 Asante Planning Area 3 Unit 3.10B - New Digital Submittal 12.16.22
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for allowing Luke AFB to make comments on the Asante Planning Area 3 Unit 3.10B application.

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. A strong notification program on the part of the applicant is essential to inform residents about Luke AFB operations.

Respectfully,

Mark James
Deputy Director, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-6175
DSN: 896-6175

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Friday, December 16, 2022 4:30 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Subject: [Non-DoD Source] FS22-1614 Asante Planning Area 3 Unit 3.10B - New Digital Submittal 12.16.22

Good afternoon,

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

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct
Please note effective August 3, 2022, we will be adding a 2-business day out-processing for ALL notices

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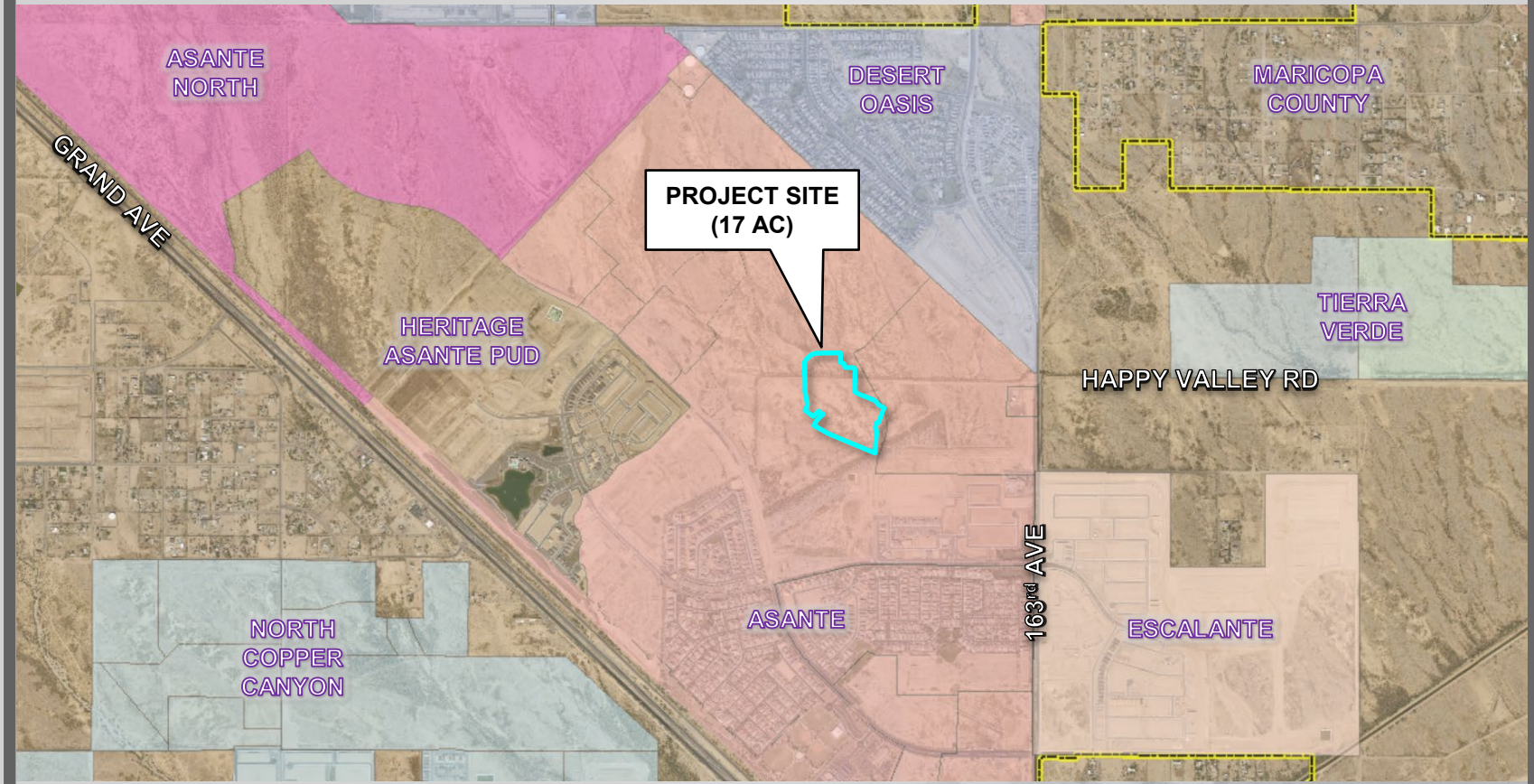
SURPRISE
ARIZONA

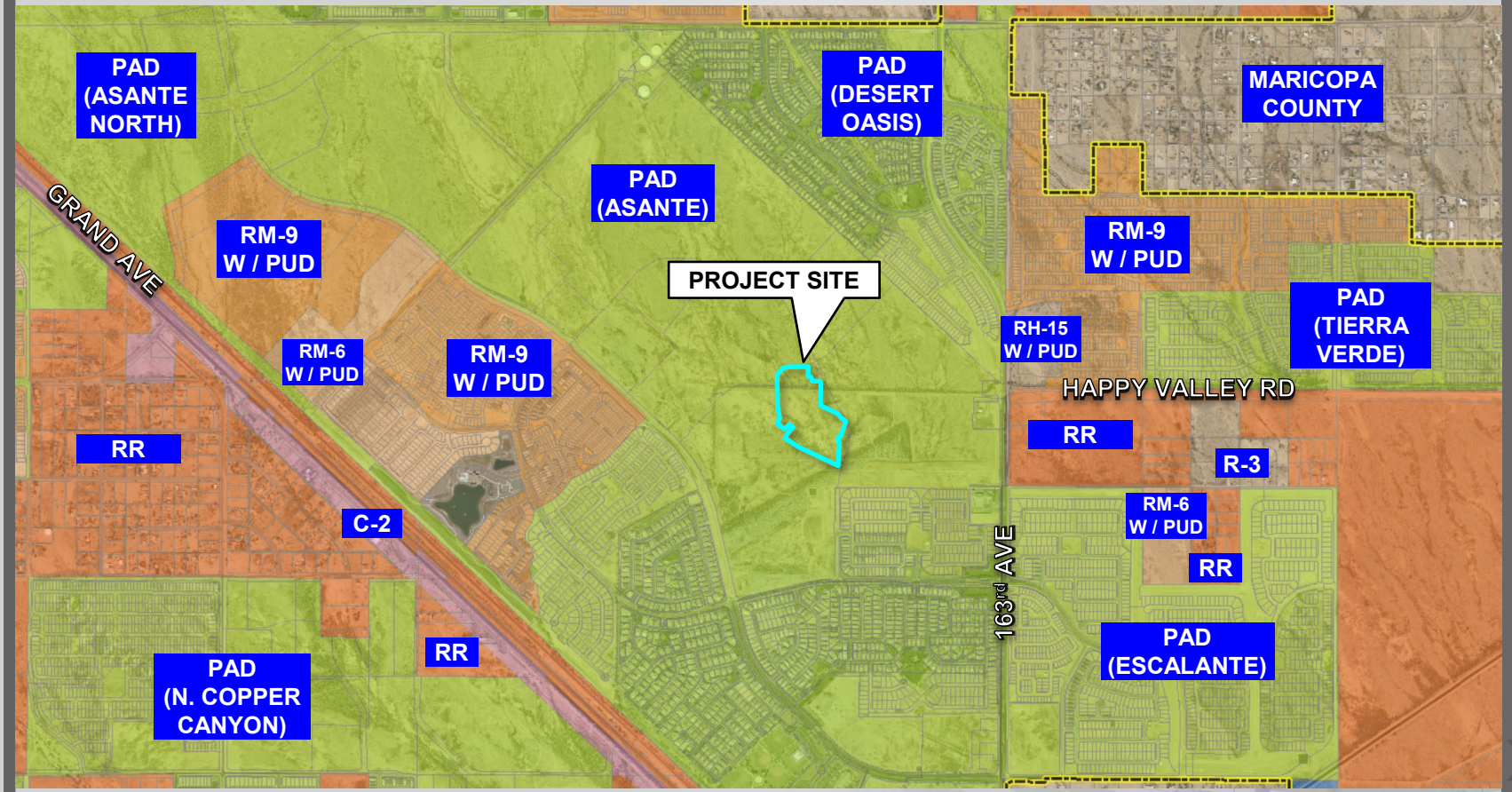
FS22-1614
Asante Planning Area 3
Unit 3.10B Final Plat

City Council

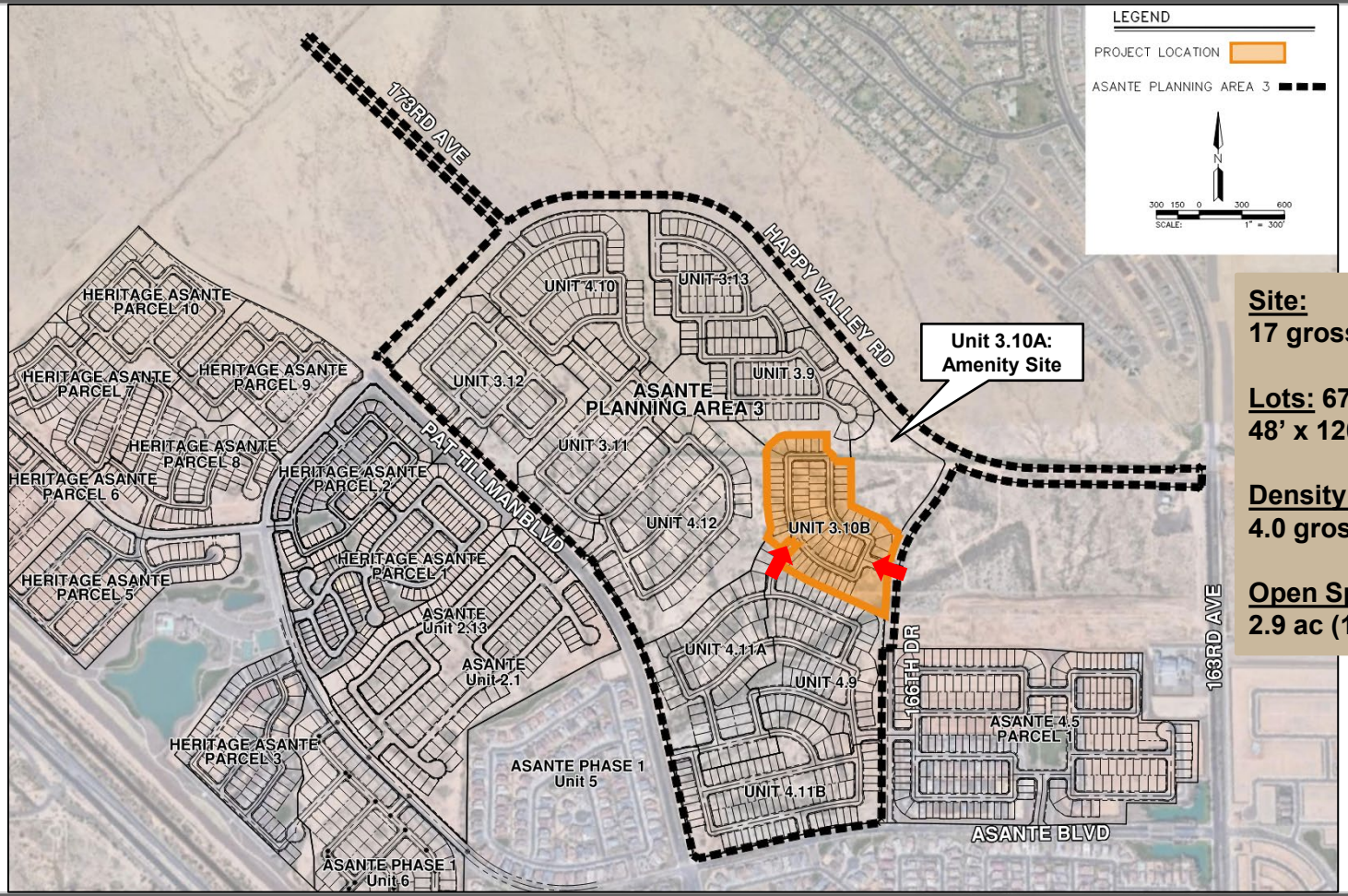
May 16, 2023



FS22-1614 VICINITY MAP



FS22-1614 ZONING MAP



Site:
17 gross acres

Lots: **67 lots**
48' x 120' typical

Density:
4.0 gross du/ac

Open Space:
2.9 ac (17%)

FS22-1614 FINAL PLAT

FS22-1614 LANDSCAPE PLAN

KEYMAP

STREET TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Acacia aneura MULGA	24" BOX STANDARD
	Quercus virginiana 'Heritage' HERITAGE LIVE OAK	24" BOX STANDARD
	Ulmus parvifolia 'Drake' DRAKE EVERGREEN ELM	24" BOX STANDARD

ENTRY TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Fraxinus velutina ARIZONA ASH	36" BOX STANDARD
	Pistacia c. 'Red Push' RED PUSH PISTACHE	36" BOX STANDARD
	Tipuana tipu TIPU TREE	36" BOX STANDARD

INTERIOR TREE PLANTING LEGEND

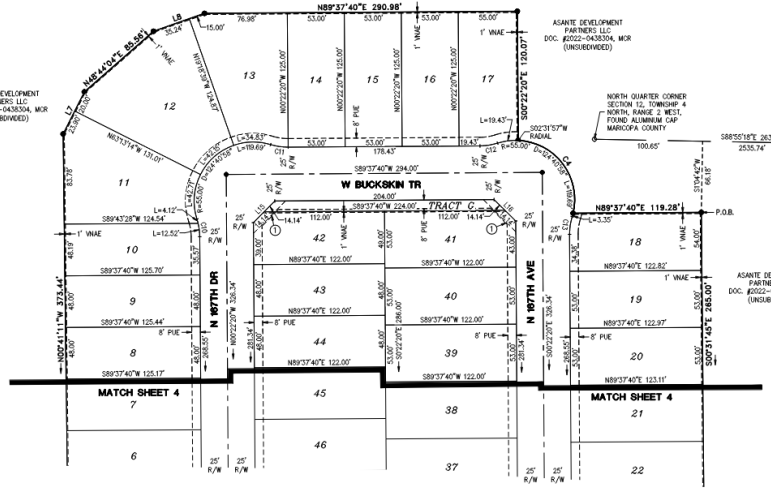
SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Fraxinus velutina ARIZONA ASH	24" BOX STANDARD
	Rhus lancea AFRICAN SUMAC	24" BOX STANDARD
	Pistacia c. 'Red Push' RED PUSH PISTACHE	24" BOX STANDARD
	Tipuana tipu TIPU TREE	24" BOX STANDARD

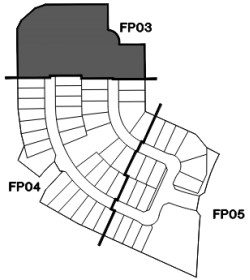
OPEN SPACE TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Cercidium 'Desert Museum' PALO VERDE	24" BOX STANDARD
	Pinus eldarica MONDEL PINE	24" BOX STANDARD
	Pistacia c. 'Red Push' RED PUSH PISTACHE	24" BOX STANDARD
	Prosopis g. 'Maverick' HONEY MESQUITE	24" BOX STANDARD

TURF
MIDIRON SOD

DECOMPOSED GRANITE -
'DESERT VERDE' ¾" SCREENED





LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- R/W — RIGHT-OF-WAY
- PUE — PUBLIC UTILITY EASEMENT
- VNAE — VEHICLE NON-ACCESS EASEMENT
- MCR — MARICOPA COUNTY RECORDS
- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- ① — 30'X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

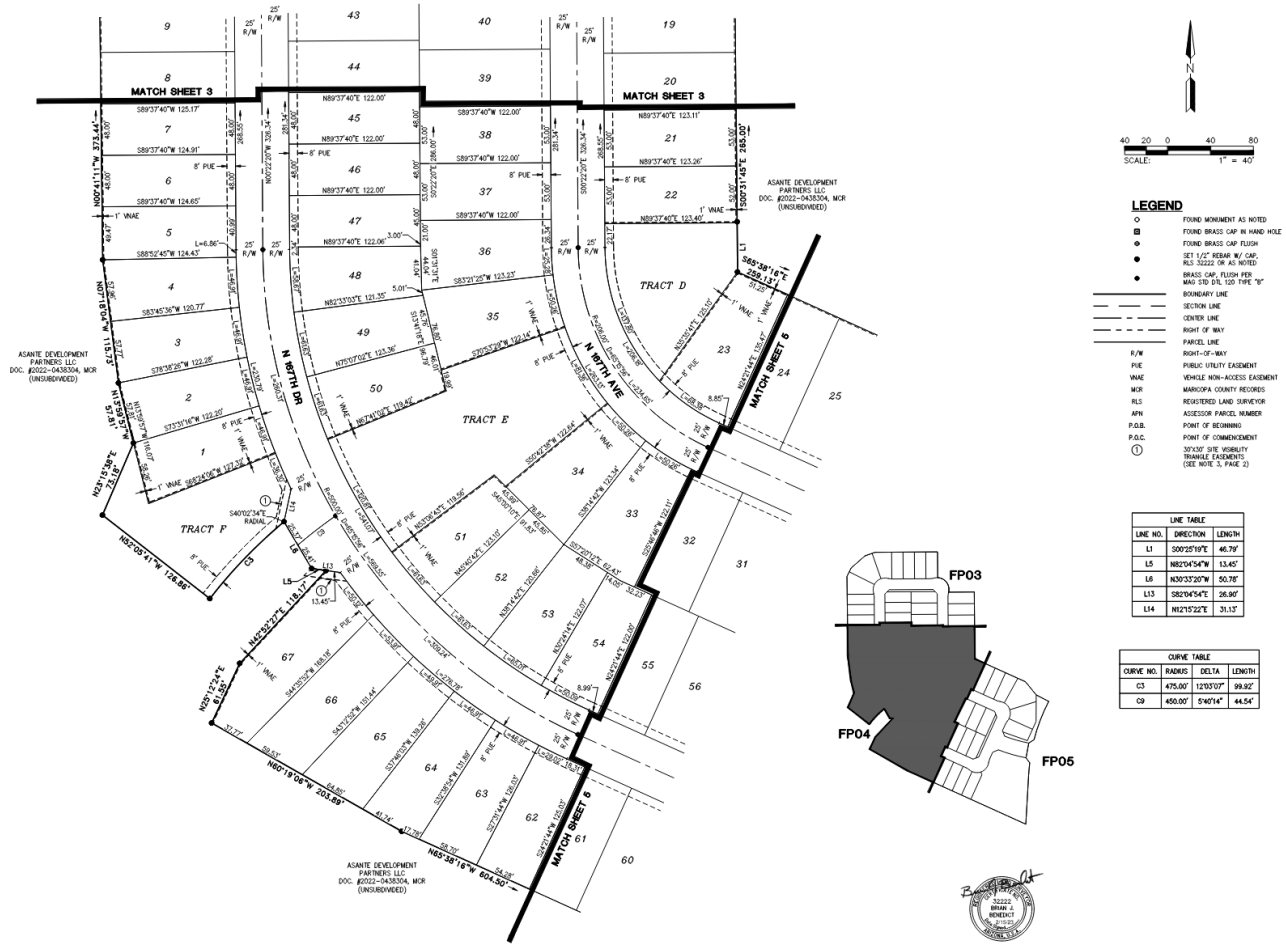
LINE TABLE

LINE NO.	DIRECTION	LENGTH
L7	N26°46'46"E	43.90'
L8	N70°41'21"E	50.24'
L15	N44°37'40"E	28.28'
L16	S45°22'20"E	28.28'

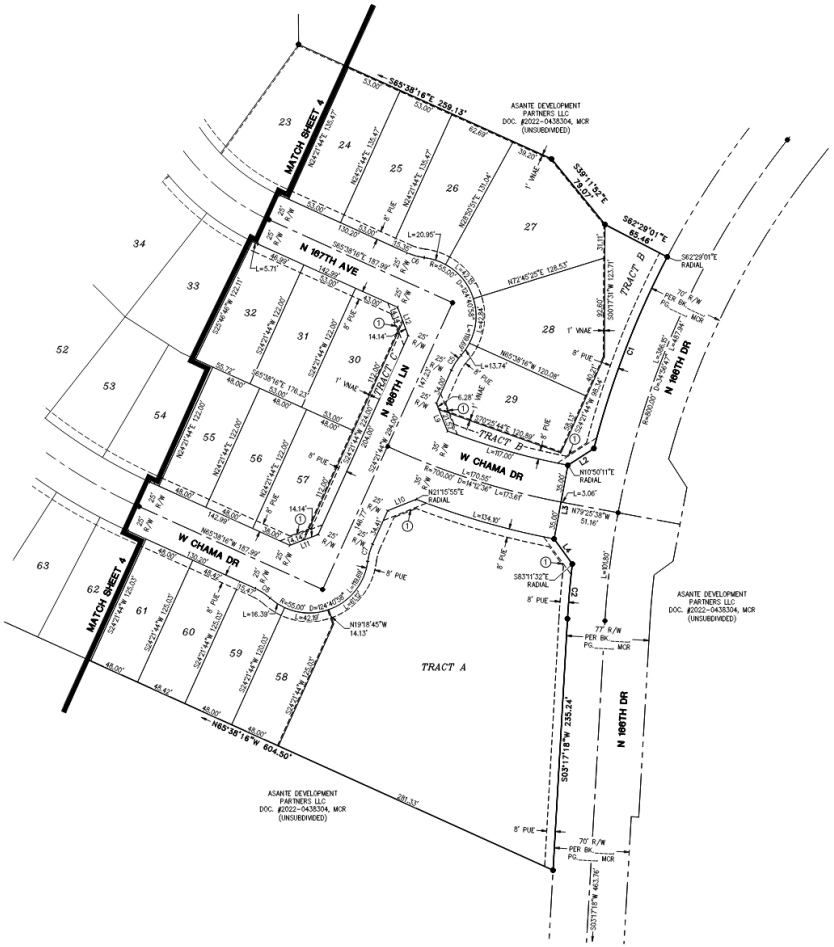
CURVE TABLE

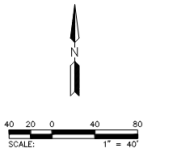
CURVE NO.	RADIUS	DELTA	LENGTH
C4	55.00'	100°56'47"	96.90'
C10	55.00'	17°20'29"	16.65'
C11	55.00'	17°20'29"	16.65'
C12	55.00'	17°20'29"	16.65'
C13	55.00'	17°20'29"	16.65'

FS22-1614 FINAL PLAT



FS22-1614 FINAL PLAT





LEGEND

○	FOUND MONUMENT AS NOTED
▩	FOUND BRASS CAP IN HAND HOLE
⊕	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
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R/W	RIGHT-OF-WAY
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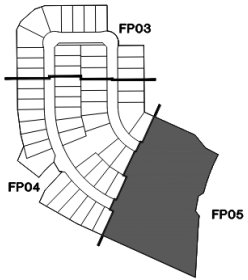
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'x30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	S57°07'38"W	28.97'
L3	S10°34'22"W	70.00'
L4	S35°57'44"E	28.96'
L9	S21°51'51"E	27.85'
L10	N68°15'14"E	28.63'
L11	N69°21'44"E	28.28'
L12	N20°38'16"W	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	835.00'	13°09'56"	191.87'
C2	835.00'	3°31'10"	51.29'
C5	55.00'	17°20'29"	16.65'
C6	55.00'	17°20'29"	16.65'
C7	55.00'	17°20'29"	16.65'
C8	55.00'	17°20'29"	16.65'

FS22-1614 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 6

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

Agenda Wording:
Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-SummitPkwy206 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-45.

Motion:
I move to approve Resolution #2023-45.

Background:
SU-SummitPkwy206 was formed on October 4, 2022 (Resolution 2022-93). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 12 (estimated) new lights are proposed within this enlargement which is collector and will be billed to the SU-SummitPkwy206 SLID. The arterial roads (if applicable) will be billed to the City's SLID account.

Objective Analysis:
A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The district is paid for by the levy and collection of ad valorem of taxes based on the number and classification of properties within the district. The enlargement of the SLID will only affect the parcels joining the district, as the valuation of the property may be increased.

Policy Compliant:
The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is

consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the ratio of the new lights to existing lights is very small.

Budget Impact:

At this time, no impact on the FY2023 budget is anticipated. The ratio of new lights to existing lights is very small. Therefore, any increase in energy expenses can be absorbed. The FY2024 budget will be set to include the enlargement. A separate fund for this district is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full-time equivalent count.

ATTACHMENTS:

1. 01 Res 2023-45 SLID Enlargement- the summit
2. 02 signed Petition the summit
3. 03 streetlight plan the summit
4. 04 council map
5. 05 Res 2022-93- SU-SummitPkwy206

RESOLUTION # 2023-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA SU-SUMMITPKWY206 AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on *October 4, 2022* the Mayor and City Council of the City of Surprise adopted Resolution No. 2022-93, ordering the formation of the City of Surprise, Arizona *SU-SummitPkwy206* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID") when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement*. The City of Surprise, Arizona SU-SummitPkwy206 shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2023/2024 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

APPROVED AND ADOPTED this _____day of _____, 2023.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

EXHIBIT "A"
STREET LIGHT IMPROVEMENT
LEGAL DESCRIPTION

THE BOUNDARY FOR THE STREET LIGHT IMPROVEMENT LYING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15, SAID POINT BEING A FOUND MARICOPA COUNTY ALUMINUM CAP FLUSH, FROM WHICH A FOUND CITY OF EL MIRAGE BRASS CAP IN POTHOLE MARKING THE SOUTHEAST CORNER OF SAID SECTION 15 BEARS SOUTH 00° 07'36" WEST, A DISTANCE OF 2639.14 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, SOUTH 00°07'36" WEST, A DISTANCE OF 604.92 FEET**;**

THENCE, DEPARTING SAID EAST LINE, NORTH 89°54'48" WEST, A DISTANCE OF 55.00 FEET TO THE EASTERLY LINE OF THE CITY OF EL MIRAGE RIGHT OF WAY AS SHOWN ON BOOK 982 OF MAPS PAGE 33 OF MARICOPA COUNTY RECORDS, ALSO BEING **THE POINT OF BEGINNING**.

THENCE CONTINUING NORTH 89°54'48" WEST, A DISTANCE OF 454.37 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT;

THENCE SOUTH 00°04'51" WEST, A DISTANCE OF 1722.47 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID PLAT;

THENCE ALONG THE SOUTHERLY LINE OF LOT 4, SOUTH 89°09'44" EAST, A DISTANCE OF 453.03 FEET; TO THE EASTERLY LINE OF SAID CITY OF EL MIRAGE RIGHT OF WAY;

THENCE NORTH 00°07'36" EAST ALONG SAID RIGHT OF WAT LINE A DISTANCE OF 1729.13 FEET TO THE **TRUE POINT OF BEGINNING;**

CONTAINING 782,805 S.F., OR 17.971 ACRES MORE OR LESS.

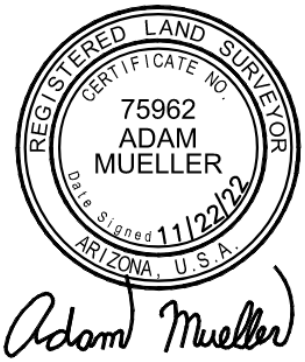


EXHIBIT B

Map

EXHIBIT "B"

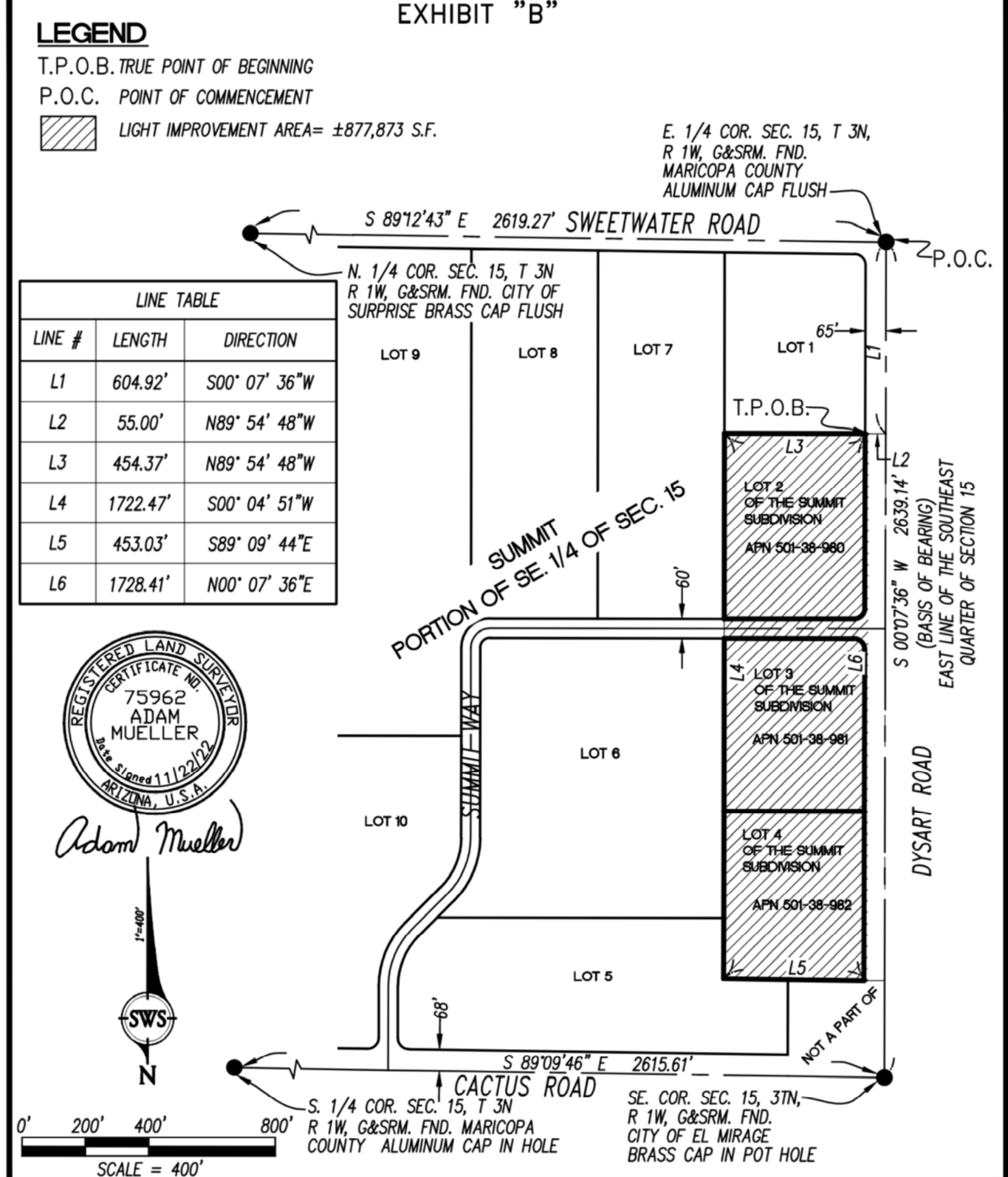
LEGEND

T.P.O.B. TRUE POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

LIGHT IMPROVEMENT AREA= ±877,873 S.F.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	604.92'	S00° 07' 36"W
L2	55.00'	N89° 54' 48"W
L3	454.37'	N89° 54' 48"W
L4	1722.47'	S00° 04' 51"W
L5	453.03'	S89° 09' 44"E
L6	1728.41'	N00° 07' 36"E



Prepared by:
SWS Engineering, Inc.
4001 North 3rd St., Ste 165
Phoenix, AZ 85012
P: 760-744-0011 F: 760-744-0046

Date: 11/22/22

APN 501-38-981, 982, 983

STREET LIGHT IMPROVEMENT DISTRICT

SCALE: 1" = 400'

SHEET: 1 OF 1

Closure Report

Client:
JOB NO: 22-199P

Prepared by: Adam Mueller P.L.S.

SWS ENGINEERING, INC.
1635 LAKE SAN MARCOS DR, STE 200

Date: 11/22/22

Parcel Name: Site 1 – STREET LIGHT IMPROVEMENT DISTRICT

North:948,511.6973' East:577,208.1170'

Segment# 1: Line
Course: S0° 07' 35.64"W Length: 1,728.413'
North: 946,783.2885' East: 577,204.2990'

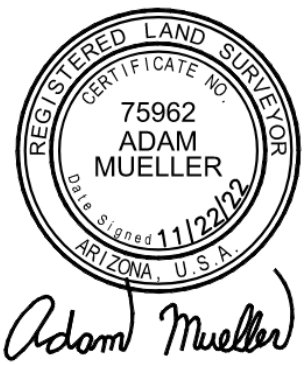
Segment# 2: Line
Course: N89° 09' 44.23"W Length: 453.031'
North: 946,789.9119' East: 576,751.3164'

Segment# 3: Line
Course: N0° 04' 50.64"E Length: 1,722.473'
North: 948,512.3832' East: 576,753.7435'

Segment# 4: Line
Course: S89° 54' 48.30"E Length: 454.374'
North: 948,511.6966' East: 577,208.1169'

Perimeter: 4,358.290' Area: 782,805.40Sq.Ft.
Error Closure: 0.0007 Course: S8° 19' 45.77"W
Error North : -0.00066 East: -0.00010

Precision 1: 6,226,130.000



Clear Form Print Form

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to enlarge the existing District, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the existing street light improvements district to be enlarged:

SU-SummitPkwy206

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
SIF II Summit Business Park LLC	North of northwest corner of cactus and Dysart	501-38-982 501-38-981	Michaell Greer
		501-38-980	

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	$ 1 - $ 430	$5.72	$1.75
B	$ 431 - $ 520	$6.97	$2.12
C	$ 521 - $ 640	$8.36	$2.60
D	$ 641 - $ 820	$9.99	$3.32
E	$ 821 - $ 910	$12.64	$3.68
F	$ 911 - $ 1,010	$14.07	$4.08
G	$ 1,011 - $ 1,110	$15.38	$4.49
H	$ 1,111 - $ 1,250	$17.44	$5.04
I	$ 1,251 - $ 1,520	$19.40	$6.12
J	$ 1,521 - $ 1,670	$23.65	$6.73
K	$ 1,671 - $ 1,850	$26.29	$7.45

Note: Equipment cost greater than $1,850 shall be Customer owned.

II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

kWh = Fixture Wattage x 344 Usage Hours

Generation = kWh per month x $ 0.06621

T&D, RCS, System Benefits = kWh per month x $ 0.02682

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.

2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.

3. Listed kWh reflects the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.

4. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.

5. The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

III. POLES

				CHARGES	
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	$12.84	$1.77
			22 ft.	$14.45	$1.99
			25 ft.	$15.64	$2.16
			30 ft.	$17.96	$2.47
			32 ft.	$18.87	$2.50
		2 Simplex Adapters	12 ft.	$13.69	$1.89
			22 ft.	$15.73	$2.17
			25 ft.	$16.41	$2.26
			30 ft.	$19.07	$2.63
			32 ft.	$20.34	$2.81
	Square Steel	5"	13 ft.	$14.72	$2.02
			15 ft.	$13.15	$1.81
			23 ft.	$15.60	$2.15
			25 ft.	$17.15	$2.36
			28 ft.	$19.04	$2.62
			32 ft.	$18.93	$2.61
	Concrete		12 ft.	$43.87	$6.04
	Fiberglass		12 ft.	$37.15	$5.11
	Decorative Transit	4"	16 ft.	$36.22	$5.00
	Decorative Transit	6"	30 ft.	$69.93	$9.63
	Hinged Poles	Square	15 ft.	$13.92	$1.14
		Round	19 ft.	$12.59	$1.03
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	$12.35	$1.69
			22 ft.	$13.97	$1.92
			25 ft.	$15.14	$2.09
			30 ft.	$17.48	$2.42
			32 ft.	$18.37	$2.53
		2 Simplex Adapters	12 ft.	$13.19	$1.81
			22 ft.	$14.74	$2.02
			25 ft.	$15.91	$2.18
			30 ft.	$18.58	$2.55
			32 ft.	$19.84	$2.73
		3 Bolt	32 ft.	$22.80	$3.13
	Square Steel	5"	13 ft.	$14.24	$1.97
			15 ft.	$14.56	$1.99
			23 ft.	$15.11	$2.09
			25 ft.	$16.67	$2.31
			28 ft.	$18.52	$2.55
			32 ft.	$19.23	$2.63

III. POLES (cont.)

				CHARGES	
			Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel		19 ft.	$19.43	$2.68
			30 ft.	$15.17	$2.81
			38 ft.	$18.51	$2.88
		Self	40 ft.	$22.80	$3.61
		Stepped	25 ft.	$52.45	$4.28
			32 ft.	$55.24	$4.51
			49 ft.	$68.57	$9.45
	Square Steel	4"	34 ft.	$16.74	$2.90
		5"	20 ft.	$15.90	$2.63
			30 ft.	$16.57	$2.73
			38 ft.	$17.98	$3.12
		8"	28 ft.	$30.01	$2.44
			32 ft.	$31.37	$2.57
	Decorative Transit		41 ft 6	$21.60	$3.17
	Decorative Transit		47 ft.	$26.91	$3.96
	Steel Distribution Pole (for lighting only)		35 ft.	$24.84	$3.27
D. Post Top	Decorative Transit Anchor Base		16 ft.	$37.00	$5.08
	Gray Steel/Fiberglass		23 ft.	$12.83	$2.11
	Black Steel		23 ft.	$14.14	$2.33
E. Existing distribution pole suitable for streetlight use				$1.56	--

IV. ANCHOR BASE

			CHARGES	
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	$10.45	$1.44
		6 ft.	$12.47	$2.16
B. Pedestal		8 ft.	$14.29	$2.49
	For 32' Round Steel Pole only	4 ft. 6"	$9.91	$1.71

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

Underground Circuit Charges	
a. Per foot of cable, installed under paving	$0.16652
b. Per foot of cable, not installed under paving	$0.05877

TRIP CHARGE

A $150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
7. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.

3. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

    a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

KBC SUMMIT @ SURPRISE 1 & 2

N DYSART RD & W SUMMIT PKWY

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

GENERAL ENGINEERING NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACEDIN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

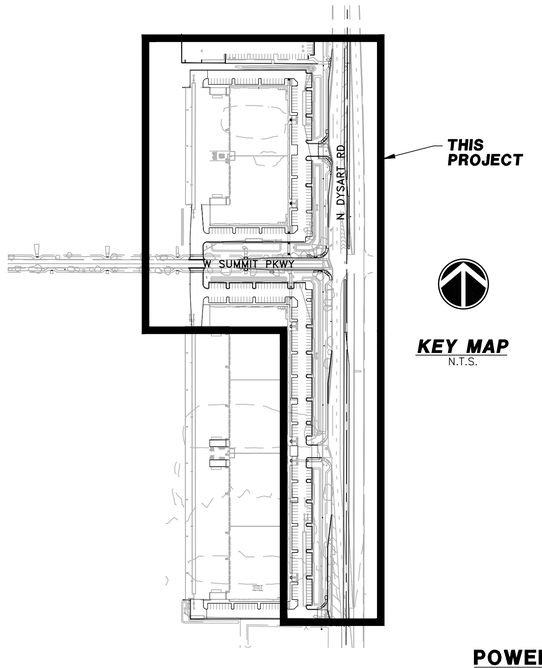
NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

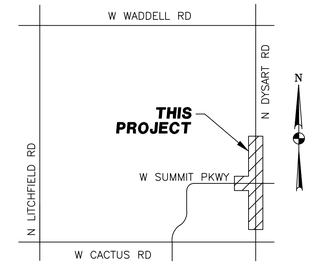
B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



KEY MAP
N.T.S.



VICINITY MAP
N.T.S.

SHEET INDEX

SITE ELECTRICAL COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3
PHOTOMETRIC ANALYSIS	SL4

CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER **DATE**

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	12/20/2022
CENTURY LINK	12/20/2022
COX COMMUNICATIONS	12/20/2022
SOUTHWEST GAS	12/20/2022

POWER CONDUIT NOTE

TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.

STREET LIGHTING (APS AREA)														
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	STYLE
(3)		COLLECTOR	PER PLANS	1	38'-6"	DIRECT BURY	3'X8'	34'-3"	7,800	71 W	TYPE 3	*	LED	ROADWAY GRAY
(4)		ARTERIAL	PER PLANS	4	38'-6"	DIRECT BURY	8'X8'	39'-3"	11,000	96 W	TYPE 3	*	LED	ROADWAY GRAY

*PER UTILITY COMPANY REQUIREMENTS

CIVIL ENGINEER
HUNTER ENGINEERING
10450 N 74TH ST, SUITE 200
SCOTTSDALE, AZ 85258
PHONE: (480) 294-6728
CONTACT: LARRY TALBOTT

OWNER
KBC ADVISORS
2425 E CAMELBACK RD
PHOENIX, AZ 85016
PHONE: (602) 805-4490
CONTACT:

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

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H:\2022\22411-KBC Summit @ Surprise 1 & 2\22411-SL.dwg

WRIGHT ENGINEERING PROJECT NO: **22411**

DESIGN BY: KPD
DRAWN BY: KPD
CHECKED BY:

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE (480.497.5829 • FAX (480.497.5807
www.wrightengineering.us

PROJECT: KBC SUMMIT AT SURPRISE 1&2
SUMMIT PKWY & DYSART RD
SURPRISE, ARIZONA

TITLE: STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	DEC 2022	1ST SUBMITTAL
2	JAN 2023	2ND SUBMITTAL
3	FEB 2023	3RD SUBMITTAL

Registered Professional Engineer (Retired) Certificate No. 57159 CLIFFORD M. TOLMAN Date Signed 2-15-23 Expires 3-31-23

DRAWING NO: **SL1** OF 4

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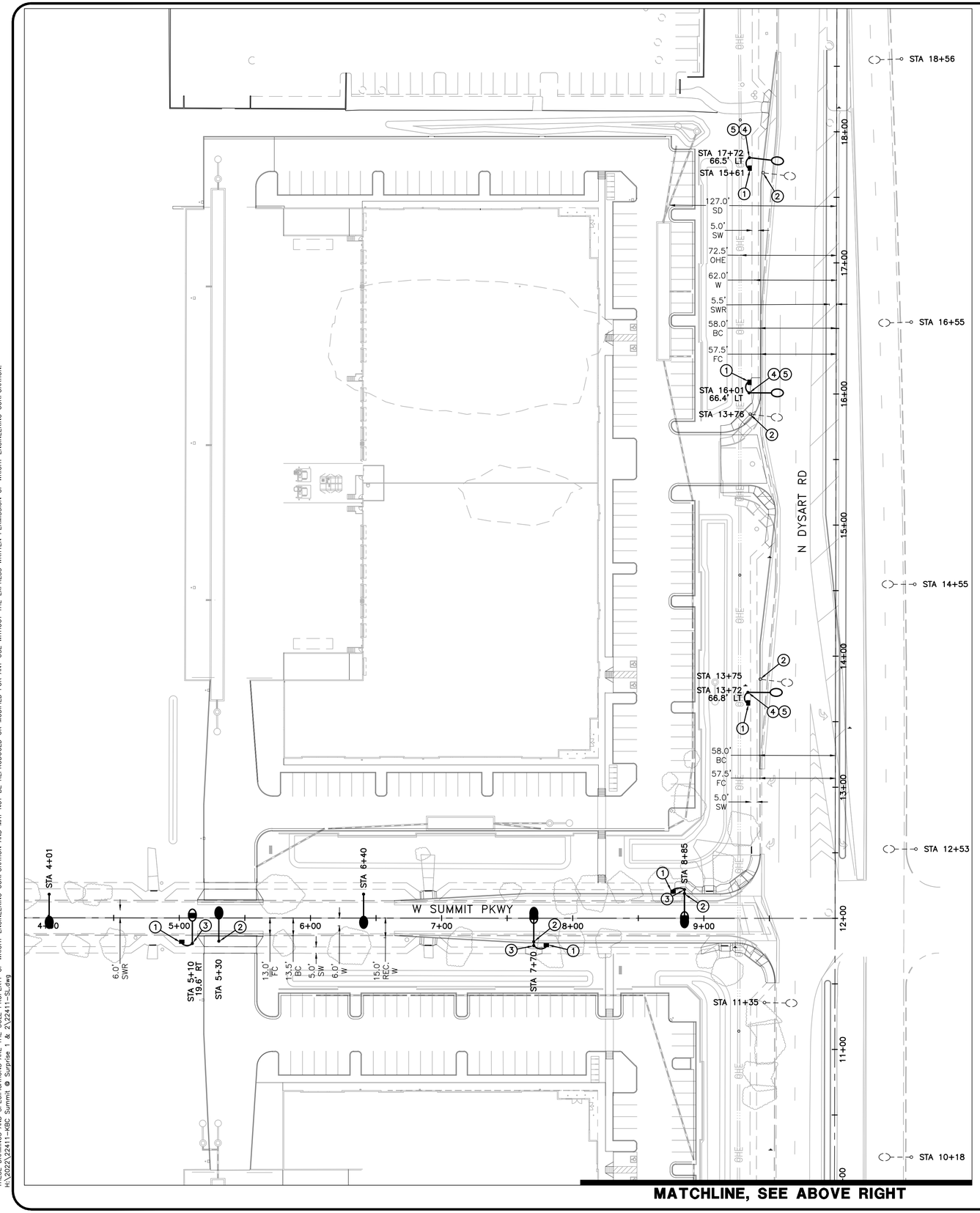
H:\2022\22411-KBC Summit @ Surprise 1 & 2\22411-SL.dwg



LEGEND

- 7,800 LUMEN LED STREET LIGHT, ROUND POLE
- 11,000 LUMEN LED STREET LIGHT, ROUND POLE
- EXISTING 100W HPS STREET LIGHT
- EXISTING 250W HPS STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. RELOCATE EXISTING STREET LIGHT TO NEW LOCATION SHOWN ON PLANS. RE-USE EXISTING POLE AND MAST ARM AS DEEMED SUITABLE BY CITY INSPECTOR. ANY DAMAGE TO EXISTING STREET LIGHTS, PULL BOXES, OR CONDUIT AND WIRE RUNS SHALL BE REPLACED IN KIND.
3. 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, ON RELOCATED 38'-6" DIRECT BURIED POLE, 3' X 8' MAST ARM PER APS DETAIL 8040 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
4. 96W LED (11,000 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, ON RELOCATED 38'-6" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8040 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
5. EXISTING OVERHEAD POWER LINES EXIST. CONTRACTOR TO COORDINATE WITH POWER COMPANY DURING INSTALLATION. POWER COMPANY TO CONFIRM CLEARANCE.

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

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

WRIGHT ENGINEERING PROJECT NO:
22411
DESIGN BY: KPD
DRAWN BY: KPD
CHECKED BY:

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
SUMMIT AT SURPRISE 1&2
SUMMIT PKWY & DYSART RD

STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	DEC 2022	1ST SUBMITTAL
2	JAN 2023	2ND SUBMITTAL
3	FEB 2023	3RD SUBMITTAL

Registered Professional Engineer (Electrical)
Certificate No. 17159
CLIFFORD M. TOLMAN
Date Signed 2-15-23
Expires 3-31-23

DRAWING NO:
SL2
OF 4

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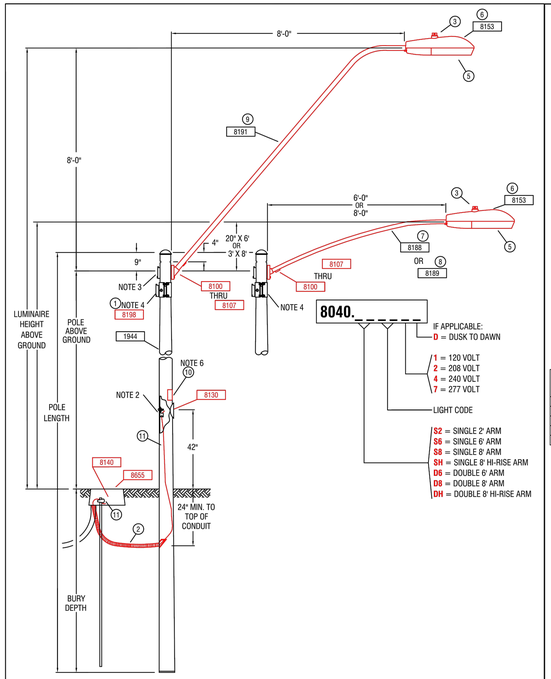


CONSTRUCTION NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH THE J-BOX. WHERE A GROUND ROD CAN NOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. THE 40'-6" SELF-SUPPORTING STEEL POLE AND ONE OF THE 38'-6", HAVE TWO, MANUFACTURER INSTALLED SIMPLEX FITTINGS 180° APART FOR DOUBLE ARMS, SEE CHART.
4. APN 33701054 IS A POLE BAND ADAPTOR WITH A SIMPLEX FITTING. ADAPTOR IS REQUIRED FOR THE SECOND ARM IN DOUBLE ARM APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 8198 FOR AVAILABLE SIZES.
5. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
6. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE," IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
7. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRES.
8. THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.
9. SEE SPEC 9130-8140 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
10. SEE 8100 THRU 8107 FOR OVERHEAD ATTACHMENTS.

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND ON ARM		
				20" X 6'	3' X 8'	8' X 8'
1944.19	19'-0"	5'-0"	14'-0"	14-11"	16-3"	---
1944.30	30'-6"	5'-6"	25'-0"	25-11"	27'-3"	---
1944.38	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.38X	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.40X	40'-6"	8'-6"	32'-0"	32'-11"	34'-3"	39'-3"

CODE	8040.S6	8040.S8	8040.SH	8040.D6	8040.D8	8040.DH	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	1	1	1	ADAPTER BAND W/ SIMPLEX 3"	33701054
2	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
3	1	1	1	2	2	2	CONTROL PHOTO MULTI BLACK	00053965
4	VAR	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	2	2	2	LAMP - SEE 8164 - 8171	
6	1	1	1	2	2	2	LUMINAIRE - SEE CHART	
7	1	-	-	2	-	-	MAST ARM ST LT 2" X 20" X 6'	33701112
8	-	1	-	-	2	-	MAST ARM ST LT 2" X 3" X 8'	33701124
9	-	-	1	-	-	2	MAST ARM ST LT 2" X 8" X 8'	33701123
10	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092
11	10	10	10	10	10	10	WIRE BARE #6 SOLID CU	33007580

APS ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	11/2011	10

LIGHTS
ROADWAY LUMINAIRE ON
20" X 6', 3' X 8', OR 8' X 8' MAST ARM ON
19'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES

SH 1 OF 2

8040

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. McMINN	S. SIERRA	01/2007	9

LIGHTS
ROADWAY LUMINAIRE ON
20" X 6', 3' X 8' OR 8' X 8' MAST ARMS ON
19'-0", 38'-0" OR 40'-6" STEEL POLES

SH 2 OF 2

8040

LUMINAIRE TABLE

GRAY ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
CL50	GRAY	00141040	32	120/208/240/277	3,900	ERLC004B430AGRAYGLRV1013
CL51		00141041	43	120/208/240/277	4,800	ERLC005A430AGRAYGLRV1013
CL52		00141043	71	120/208/240/277	7,800	ERL1008C330AGRAYGLRX162
CL53		00141045	96	120/208/240/277	11,000	ERLH011C330AGRAYGLV1108
CL54		00141046	174	120/208/240/277	20,100	ERL2021C330AGRAYGLR113

WRIGHT ENGINEERING PROJECT NO:
22411
DESIGN BY: KPD
DRAWN BY: KPD
CHECKED BY:

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE (480.497.5829) • FAX (480.497.5807)
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
SUMMIT AT SURPRISE 1&2
SUMMIT PKWY & DYSART RD

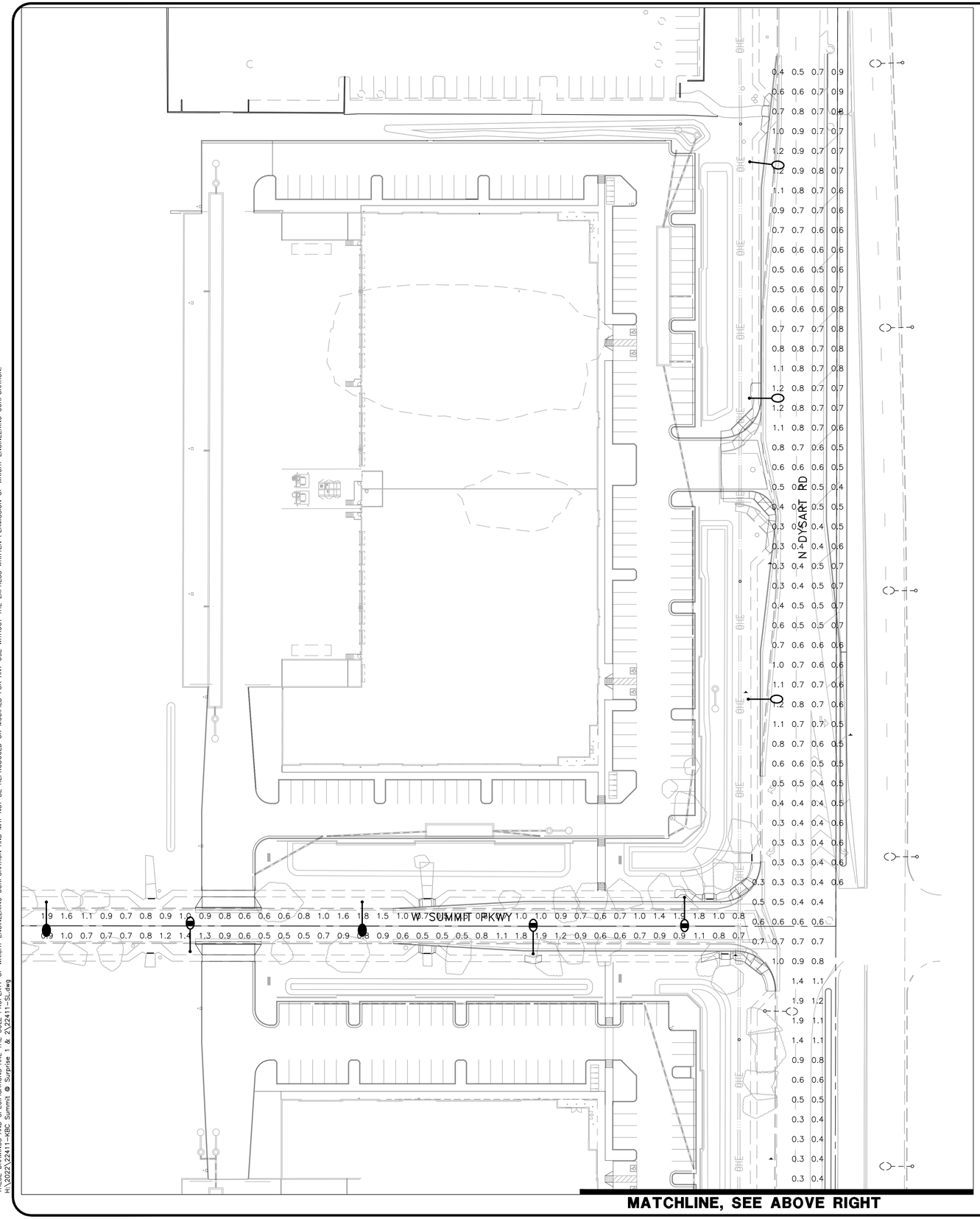
STREET LIGHT DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	DEC 2022	1ST SUBMITTAL
2	JAN 2023	2ND SUBMITTAL
3	FEB 2023	3RD SUBMITTAL

DRAWING NO:
SL3
OF 4

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

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
H:\2022\22411-KBC Summit @ Surprise 1 & 2\22411-SL.dwg



PHOTOMETRIC LEGEND

NEW 71W (7,800 LUMEN) STREET LIGHT
candela file 'ERL1_08C330_____.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 71
mounting height= 34.25 ft
number locations= 1, number luminaires= 1
kw all locations= 0.1

NEW 96W (11,000 LUMEN) STREET LIGHT
candela file 'ERL1_11C530_____.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 87
mounting height= 39.25 ft
number locations= 4, number luminaires= 4
kw all locations= 0.3

EXISTING 100W HPS COBRAHEAD STREET LIGHT
candela file 'GE9215.IES'
1 lamp(s) per luminaire, 11000 initial lumens per lamp
Light Loss Factor = 0.710, watts per luminaire = 100
mounting height= 27.25 ft
number locations= 4, number luminaires= 4
kw all locations= 0.4

EXISTING 250W HPS COBRAHEAD STREET LIGHT
candela file 'GE7323.IES'
1 lamp(s) per luminaire, 30000 initial lumens per lamp
Light Loss Factor = 0.710, watts per luminaire = 336
mounting height= 39.25 ft
number locations= 13, number luminaires= 13
kw all locations= 4.4

PHOTOMETRIC RESULTS

W SUMMIT PKWY
72 points at z=0, sp 15ft by 15ft
HORIZONTAL FOOTCANDLES

Average	0.9
Maximum	1.9
Minimum	0.5
Avg:Min	1.86
Max:Min	3.80
Coef Var	0.41
UnifGrad	2.25

N DYSART RD
378 points at z=0, sp 15ft by 15ft
HORIZONTAL FOOTCANDLES

Average	0.7
Maximum	2.5
Minimum	0.3
Avg:Min	2.26
Max:Min	8.33
Coef Var	0.55
UnifGrad	1.86

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

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WRIGHT ENGINEERING PROJECT NO:
22411
DESIGN BY: KPD
DRAWN BY: KPD
CHECKED BY:

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

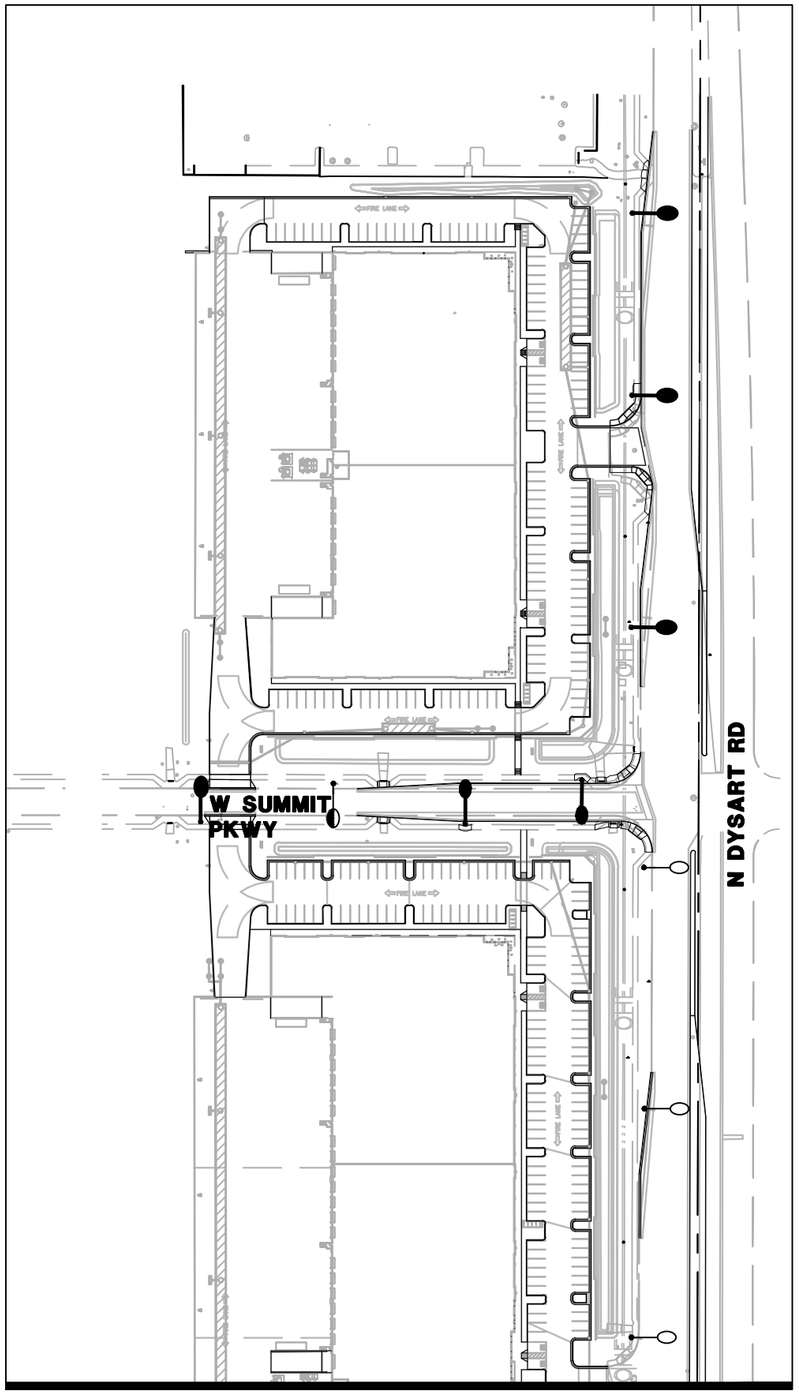
PROJECT: TITLE:

SURPRISE, ARIZONA
SUMMIT AT SURPRISE 1&2
SUMMIT PKWY & DYSART RD
PHOTOMETRIC ANALYSIS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	DEC 2022	1ST SUBMITTAL
2	JAN 2023	2ND SUBMITTAL
3	FEB 2023	3RD SUBMITTAL

Registered Professional Engineer (Electrical)
Certificate No. 37159
CLIFFORD M. TOLMAN
Date Signed 2-17-23
Expires 3-31-23

DRAWING NO:
SL4
OF 4

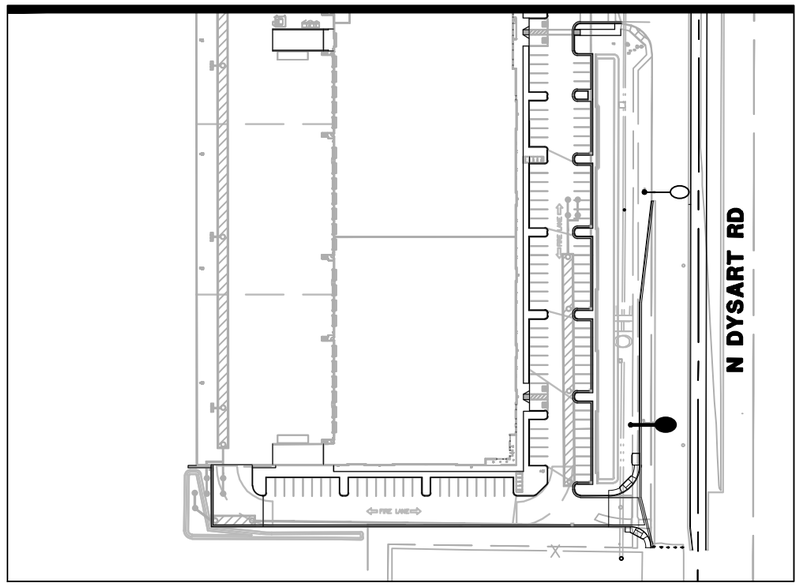


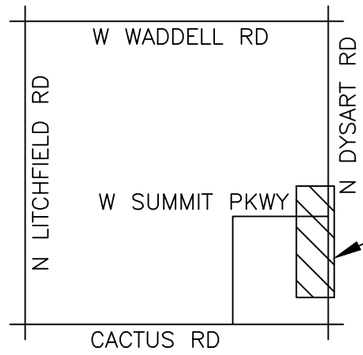
MATCHLINE 'A', SEE ABOVE RIGHT

STREET LIGHTS:

- EX. 100W HPS STREETLIGHT – 2 POLES
- EX. 250W HPS STREETLIGHT – 5 POLES
- RELOCATED STREETLIGHT – 7 POLES

MATCHLINE 'A', SEE BELOW LEFT





VICINITY MAP

NOT TO SCALE

NORTH

GRAPHIC SCALE

150 75 0 75 150 300

1 INCH = 150 FEET

WRIGHT ENGINEERING PROJECT NO:

22411

DESIGN BY: KPD

DRAWN BY: KPD

CHECKED BY: CMT

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT:

KBC SUMMIT
SLID

Registered Professional Engineer (Electrical)
Certificate No. 57159
CLIFFORD M. TOLMAN
Date Signed 2-15-23
ARIZONA U.S.A.
Expires 3-31-23

DRAWING NO:

SL1

OF

1

H:\2022\22411-KBC Summit @ Surprise 1 & 2\22411-SLID.dwg

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20220758526 10/05/2022 02:16
ELECTRONIC RECORDING

SLIDReso202293-7-1-1--
Hoyp

Recording requested by:

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

RESOLUTION 2022-93

CITY OF SURPRISE, ARIZONA

SU-SUMMITPKWY206

STREET LIGHT IMPROVEMENT DISTRICT

Recording requested by:

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

RESOLUTION 2022-93

CITY OF SURPRISE, ARIZONA

SU-SUMMITPKWY206

STREET LIGHT IMPROVEMENT DISTRICT

RESOLUTION # 2022-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-SUMMITPKWY206 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public street and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District, and;

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes.

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

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-SUMMITPKWY206 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvement as so described above.

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona SU-SummitPkwy206 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101, et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents ($1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 4th day of October, 2022.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Resolution No. 2022-93
RFLS #8471
Rev 09/22

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF SURPRISE
STREET LIGHTING IMPROVEMENT DISTRICT

A PORTION OF THE SOUTH 40 FEET OF SWEETWATER AVENUE AND LOTS 7 AND 8, FINAL PLAT OF SUMMIT, ACCORDING TO BOOK 982 OF MAPS, PAGE 33, AND CERTIFICATES OF CORRECTION IN RECORDING NO. 2008-0775695, AND IN RECORDING NO. 2009-0058180, AND AFFIDAVIT OF CHANGE IN RECORDING NO. 20090085681, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 3-INCH CITY OF SURPRISE BRASS CAP IN HANDHOLE MARKING THE EAST QUARTER CORNER OF SAID SECTION 15 FROM WHICH A 3-INCH CITY OF SURPRISE BRASS CAP FLUSH BEARS NORTH 89 DEGREES 12 MINUTES 55 SECONDS WEST 2466.61 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 89 DEGREES 12 MINUTES 55 SECONDS WEST 509.88 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 7 AND THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS WEST 1227.00 FEET ALONG SAID EAST LINE TO THE CENTERLINE OF SUMMIT PARKWAY;

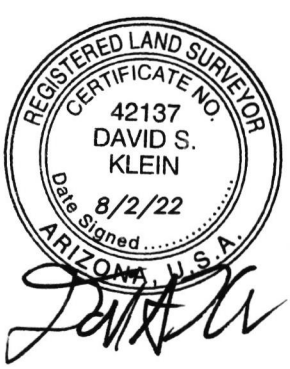
THENCE NORTH 89 DEGREES 55 MINUTES 27 SECONDS WEST 739.86 FEET ALONG SAID CENTERLINE TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 02 MINUTES 46 SECONDS WEST 84.86 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 22 SECONDS AN ARC DISTANCE OF 94.25 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 8;

THENCE NORTH 00 DEGREES 05 MINUTES 12 SECONDS EAST 1296.93 FEET ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 89 DEGREES 12 MINUTES 55 SECONDS EAST 799.73 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

COMPRISING OF 986,014 SQUARE FEET MORE OF LESS.



SUPERIOR
SURVEYING SERVICES, INC.

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

DATE: 8/2/22

JOB NO.: 202110020-SLID

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF SURPRISE
STREET LIGHTING IMPROVEMENT DISTRICT

ASSESSOR PARCEL NO.	OWNER
A.P.N. 501-38-985	RCI PROPERTIES PHOENIX LLC
A.P.N. 501-38-986	RCI PROPERTIES PHOENIX LLC

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DATE: 8/2/22

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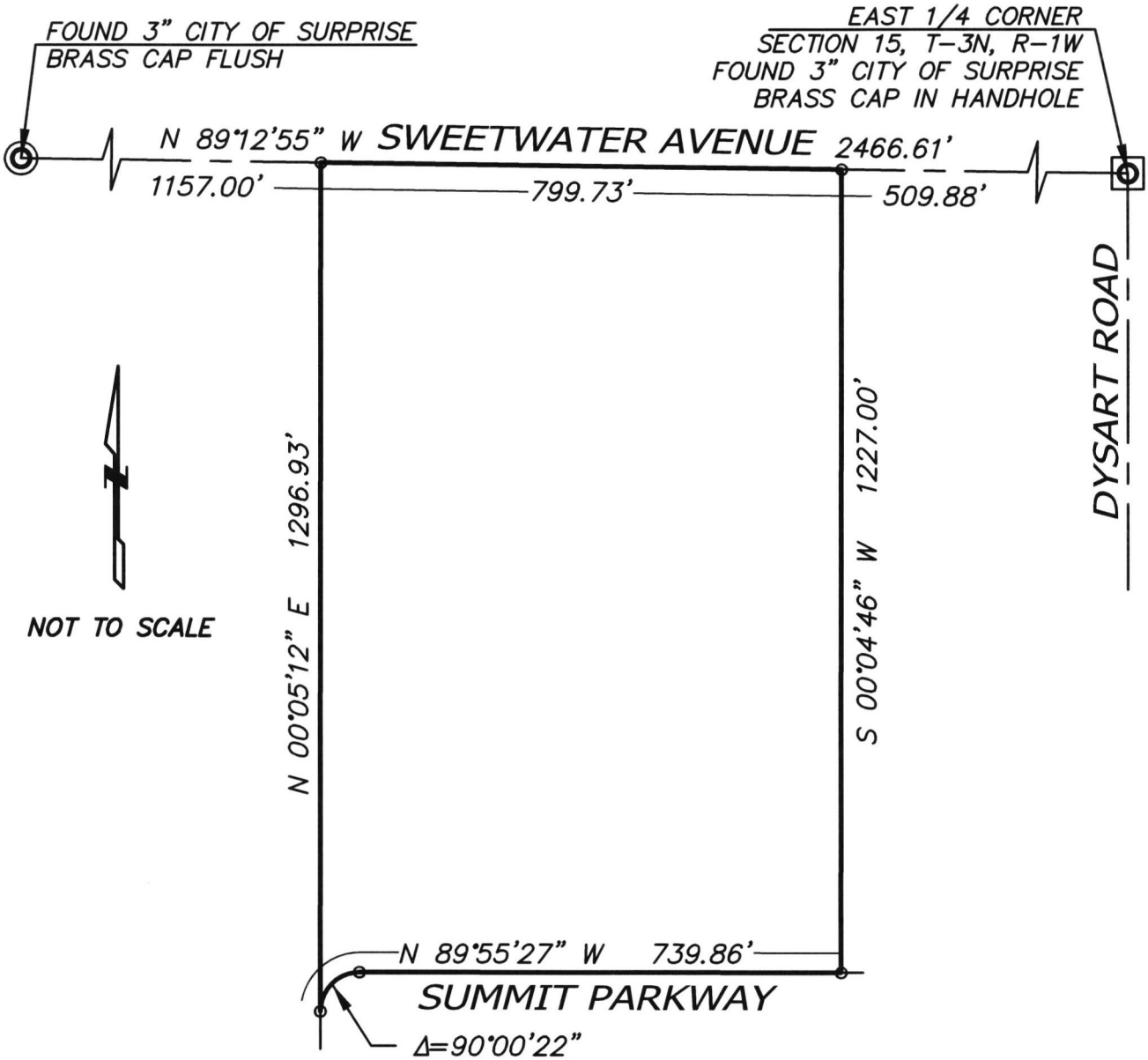
EXHIBIT B
BOUNDARY MAP FOR CITY OF SURPRISE
STREET LIGHTING IMPROVEMENT DISTRICT



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 8/2/22
ARIZONA, U.S.A.

SUPERIOR
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THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 22 SECONDS AN ARC DISTANCE OF 94.25 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 8;

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THENCE SOUTH 89 DEGREES 12 MINUTES 55 SECONDS EAST 799.73 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

COMPRISING OF 986,014 SQUARE FEET MORE OF LESS.

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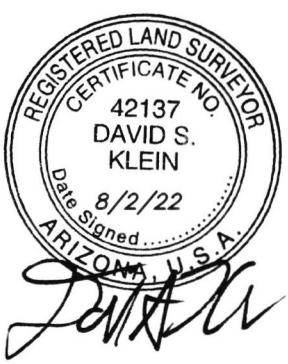
DATE: 8/2/22

JOB NO.: 202110020-SLID

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF SURPRISE STREET LIGHTING IMPROVEMENT DISTRICT

ASSESSOR PARCEL NO.	OWNER
A.P.N. 501-38-985	RCI PROPERTIES PHOENIX LLC
A.P.N. 501-38-986	RCI PROPERTIES PHOENIX LLC



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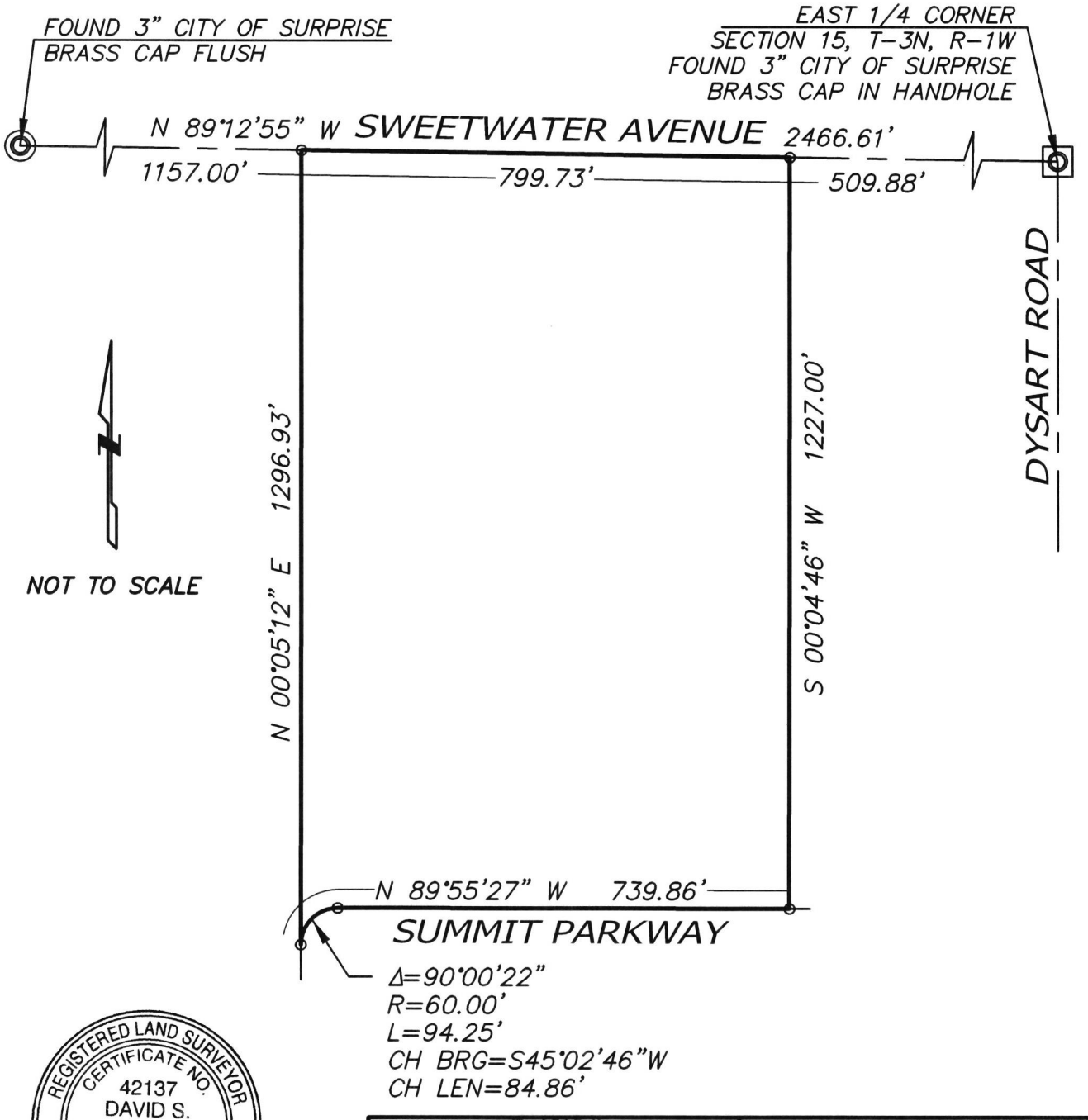
DATE: 8/2/22

JOB NO.: 202110020-SLID

EXHIBIT B
BOUNDARY MAP FOR CITY OF SURPRISE STREET LIGHTING IMPROVEMENT DISTRICT



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S. KLEIN
Date Signed 8/2/22
ARIZONA, U.S.A.

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DATE: 8/2/22

JOB NO.: 202110020-SLID

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to order the proposed improvements, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Expenses of the District (**PICK ONE)**

◉ shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District

○ shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the proposed street light improvements district shall be:
SU-SummitPkwy206

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
RCI Properties Phoenix LLC a NM Limited Liability Co	NWC N. Dysart Rd. & W. Summit Parkway	501-38-986	Manager
RCI Properties Phoenix LLC a NM Limited Liability Co	NWC N. Dysart Rd. & W. Summit Parkway	501-38-985	Manager

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	$ 1 - $ 430	$5.72	$1.75
B	$ 431 - $ 520	$6.97	$2.12
C	$ 521 - $ 640	$8.36	$2.60
D	$ 641 - $ 820	$9.99	$3.32
E	$ 821 - $ 910	$12.64	$3.68
F	$ 911 - $ 1,010	$14.07	$4.08
G	$ 1,011 - $ 1,110	$15.38	$4.49
H	$ 1,111 - $ 1,250	$17.44	$5.04
I	$ 1,251 - $ 1,520	$19.40	$6.12
J	$ 1,521 - $ 1,670	$23.65	$6.73
K	$ 1,671 - $ 1,850	$26.29	$7.45

Note: Equipment cost greater than $1,850 shall be Customer owned.

II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

kWh = Fixture Wattage x 344 Usage Hours

Generation = kWh per month x $ 0.06621

T&D, RCS, System Benefits = kWh per month x $ 0.02682

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.

2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.

3. Listed kWh reflects the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.

4. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.

5. The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

III. POLES

				CHARGES	
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	$12.84	$1.77
			22 ft.	$14.45	$1.99
			25 ft.	$15.64	$2.16
			30 ft.	$17.96	$2.47
			32 ft.	$18.87	$2.50
		2 Simplex Adapters	12 ft.	$13.69	$1.89
			22 ft.	$15.73	$2.17
			25 ft.	$16.41	$2.26
			30 ft.	$19.07	$2.63
			32 ft.	$20.34	$2.81
	Square Steel	5"	13 ft.	$14.72	$2.02
			15 ft.	$13.15	$1.81
			23 ft.	$15.60	$2.15
			25 ft.	$17.15	$2.36
			28 ft.	$19.04	$2.62
			32 ft.	$18.93	$2.61
	Concrete		12 ft.	$43.87	$6.04
	Fiberglass		12 ft.	$37.15	$5.11
	Decorative Transit	4"	16 ft.	$36.22	$5.00
	Decorative Transit	6"	30 ft.	$69.93	$9.63
	Hinged Poles	Square	15 ft.	$13.92	$1.14
		Round	19 ft.	$12.59	$1.03
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	$12.35	$1.69
			22 ft.	$13.97	$1.92
			25 ft.	$15.14	$2.09
			30 ft.	$17.48	$2.42
			32 ft.	$18.37	$2.53
		2 Simplex Adapters	12 ft.	$13.19	$1.81
			22 ft.	$14.74	$2.02
			25 ft.	$15.91	$2.18
			30 ft.	$18.58	$2.55
			32 ft.	$19.84	$2.73
		3 Bolt	32 ft.	$22.80	$3.13
	Square Steel	5"	13 ft.	$14.24	$1.97
			15 ft.	$14.56	$1.99
			23 ft.	$15.11	$2.09
			25 ft.	$16.67	$2.31
			28 ft.	$18.52	$2.55
			32 ft.	$19.23	$2.63

III. POLES (cont.)

				CHARGES	
			Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel		19 ft.	$19.43	$2.68
			30 ft.	$15.17	$2.81
			38 ft.	$18.51	$2.88
		Self	40 ft.	$22.80	$3.61
		Stepped	25 ft.	$52.45	$4.28
			32 ft.	$55.24	$4.51
			49 ft.	$68.57	$9.45
	Square Steel	4"	34 ft.	$16.74	$2.90
		5"	20 ft.	$15.90	$2.63
			30 ft.	$16.57	$2.73
			38 ft.	$17.98	$3.12
		8"	28 ft.	$30.01	$2.44
			32 ft.	$31.37	$2.57
	Decorative Transit		41 ft 6	$21.60	$3.17
	Decorative Transit		47 ft.	$26.91	$3.96
	Steel Distribution Pole (for lighting only)		35 ft.	$24.84	$3.27
D. Post Top	Decorative Transit Anchor Base		16 ft.	$37.00	$5.08
	Gray Steel/Fiberglass		23 ft.	$12.83	$2.11
	Black Steel		23 ft.	$14.14	$2.33
E. Existing distribution pole suitable for streetlight use				$1.56	--

IV. ANCHOR BASE

			CHARGES	
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	$10.45	$1.44
		6 ft.	$12.47	$2.16
B. Pedestal		8 ft.	$14.29	$2.49
	For 32' Round Steel Pole only	4 ft. 6"	$9.91	$1.71

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

Underground Circuit Charges	
a. Per foot of cable, installed under paving	$0.16652
b. Per foot of cable, not installed under paving	$0.05877

TRIP CHARGE

A $150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
7. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.

3. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

    a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

RINCHEM
SWEETWATER AVE
STREET LIGHT DESIGN

LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN & DETAILS	SL2
STREET LIGHT PHOTOMETRICS	SL3

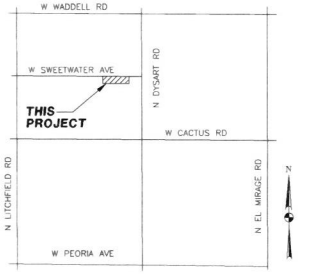
CIVIL ENGINEER
CYPRESS CIVIL DEVELOPMENT
4450 NORTH 12TH STREET, #228
PHOENIX, AZ 85014
PHONE: (623) 282-2498
CONTACT: JEFF HUNT, P.E.

ARCHITECT
ARCHICON
5055 E WASHINGTON ST, SUITE 200
PHOENIX, AZ 85034
PHONE: (602) 222-4266
CONTACT: MARK BARBOUR

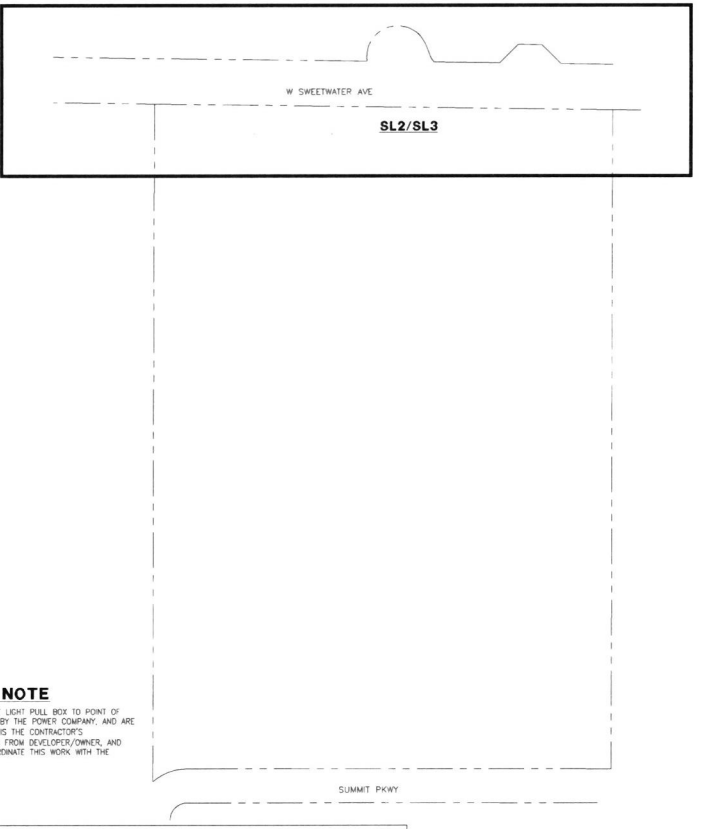
NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.



VICINITY MAP
N.T.S.



STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE, IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH:

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

GENERAL ENGINEERING NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACEDIN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER **DATE**

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	06/24/2022
CENTURY LINK	06/24/2022
COX COMMUNICATIONS	06/24/2022
SOUTHWEST GAS	06/24/2022
	06/24/2022

POWER CONDUIT NOTE

TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.

STREET LIGHTING (APS AREA)

KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	STYLE
(2)		COLLECTOR	PER PLANS	2	38'-6"	DIRECT BURY	3'X8'	34'-3"	7,800	71 W	TYPE 3	*	LED	ROADWAY GRAY

*PER UTILITY COMPANY REQUIREMENTS

KEY MAP N.T.S.

FS21-1033

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

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
185 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE: (480) 963-1449 • FAX: (480) 963-3807
www.wrightengineering.us

WRIGHT ENGINEERING PROJECT NO: 21609
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

PROJECT: TITLE:
SURPRISE, ARIZONA
RINCHEM
W SWEETWATER AVE
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2022	1ST SUBMITTAL

Registered Professional Engineer ADAM M. BOWERS Expires 9-30-22

DRAWING NO: SL1 OF 3

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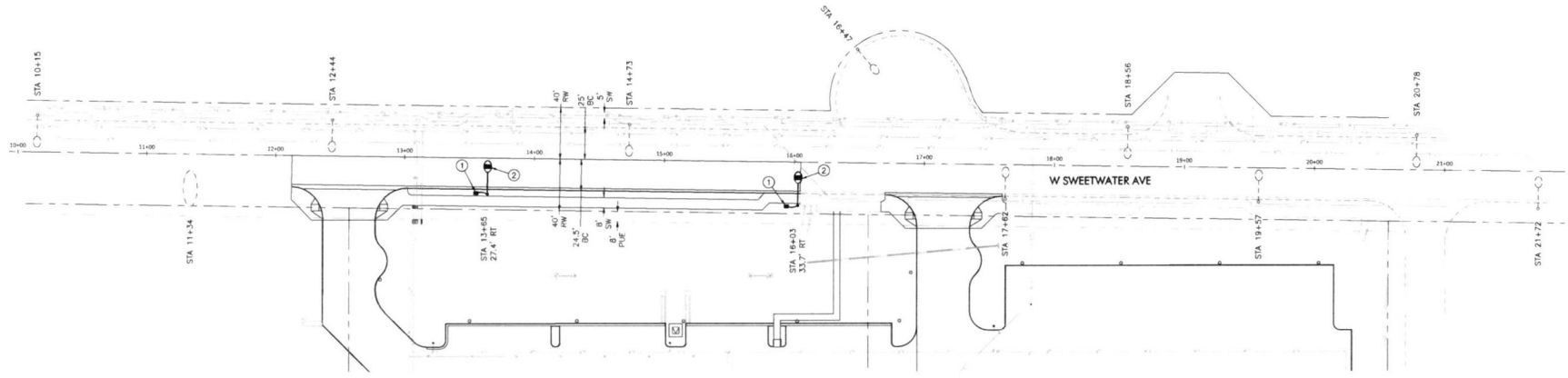
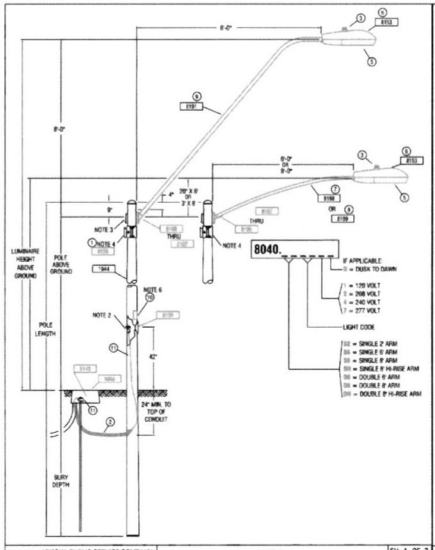




CONSTRUCTION NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH THE J-BOX. WHERE A GROUND ROD CAN NOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2440 THRU 2460 FOR APPROVED ALTERNATES.
3. THE 40'-0" SELF-SUPPORTING STEEL POLE AND ONE OF THE 38'-0", HAVE TWO, MANUFACTURER INSTALLED SIMPLEX FITTINGS 180° APART FOR DOUBLE ARMS. SEE CHART.
4. APN 35701054 IS A POLE BAND ADAPTER WITH A SIMPLEX FITTING. ADAPTOR IS REQUIRED FOR THE SECOND ARM IN DOUBLE ARM APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 8188 FOR AVAILABLE SIZES.
5. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
6. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE." IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
7. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRES.
8. THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.
9. SEE SPEC 9130-8140 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
10. SEE 8180 THRU 8187 FOR OVER-HEAD ATTACHMENTS.

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND ON ARM	
				2' X 6'	8' X 8'
1044.19	19'-0"	5'-0"	14'-0"	14'-11"	16'-0"
1044.30	30'-0"	5'-0"	25'-0"	25'-11"	27'-0"
1044.38	38'-0"	6'-0"	32'-0"	32'-11"	34'-0"
1044.38X	38'-0"	6'-0"	32'-0"	32'-11"	34'-0"
1044.40X	40'-0"	8'-0"	32'-0"	32'-11"	34'-0"

CODE	8040.03	8040.03	8040.05	8040.05	8040.08	8040.0H
ITEM	QTY	QTY	QTY	QTY	QTY	QTY
1	-	-	1	1	1	1
2	10	10	10	10	10	10
3	1	1	1	2	2	2
4	VAR	VAR	VAR	VAR	VAR	VAR
5	1	1	1	2	2	2
6	1	1	1	2	2	2
7	1	-	-	2	-	-
8	-	1	-	-	2	-
9	-	-	1	-	-	2
10	1	1	1	1	1	1
11	10	10	10	10	10	10

MATERIAL LIST

DESCRIPTION	APN
ADAPTER BAND W/ SIMPLEX 3"	33701054
CONDUIT 1" PVC FLEX CORR.	32900891
CONTROL PHOTO MULTI BLACK	00053065
CONTROL PHOTO MULTI TWIST-ON	00070241
LAMP - SEE 8184 - 8171	
LUMINAIRE - SEE CHART	
MAST ARM ST 1"Z" X 20' 3.5"	33701112
MAST ARM ST 1"Z" X 30' 4.5"	33701124
MAST ARM ST 1"Z" X 38' 5.5"	33701133
SIGN POLE OWNED BY APS	03035062
WIRE BARE #6 SOLID CU	33015780

APS	ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.	
KLS	S. BOOKER	D. LAMONTAGNE	11/2011	10	

LIGHTS
ROADWAY LUMINAIRE ON
20' X 6', 3' X 8', OR 8' X 8' MAST ARM ON
19'-0", 30'-0", 38'-0" OR 40'-8" STEEL POLES

SH 1 OF 2

8040

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	S. McMINN	S. SIERRA	01/2007	9

LIGHTS
ROADWAY LUMINAIRE ON
20' X 6', 3' X 8' OR 8' X 8' MAST ARMS ON
19'-0", 38'-0" OR 40'-8" STEEL POLES

SH 2 OF 2

8040

LUMINAIRE TABLE

GRAY ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
CL50	GRAY	00141040	32	120/208/240/277	3,900	ERLC004B430AGRAYGLRV1013
CL51		00141041	43	120/208/240/277	4,800	ERLC005A430AGRAYGLRV1013
CL52		00141043	71	120/208/240/277	7,800	ERL100BC330AGRAYGLRX162
CL53		00141045	96	120/208/240/277	11,000	ERLHD11C330AGRAYGLV1108
CL54		00141046	174	120/208/240/277	20,100	ERL2021C330AGRAYGLR113

CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-6" DIRECT BURIED POLE 3' X 8' MAST ARM PER APS DETAIL 8040 (SEE SHEET SL2). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 7,800 LUMEN LED STREET LIGHT, ROUND POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT

GRAPHIC SCALE

40 20 0 20 40 80

1 INCH = 40 FEET

FS21-1033

Call at least two full working days before you begin excavation.
ARIZONA 811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maritopa County: (602) 263-1100

WRIGHT ENGINEERING PROJECT NO:
21609
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.3829 • FAX 480.497.3807
www.wrightengineering.us

PROJECT: SURPRISE, ARIZONA
RINCHEM
W SWEETWATER AVE

TITLE: STREET LIGHT PLAN & DETAILS

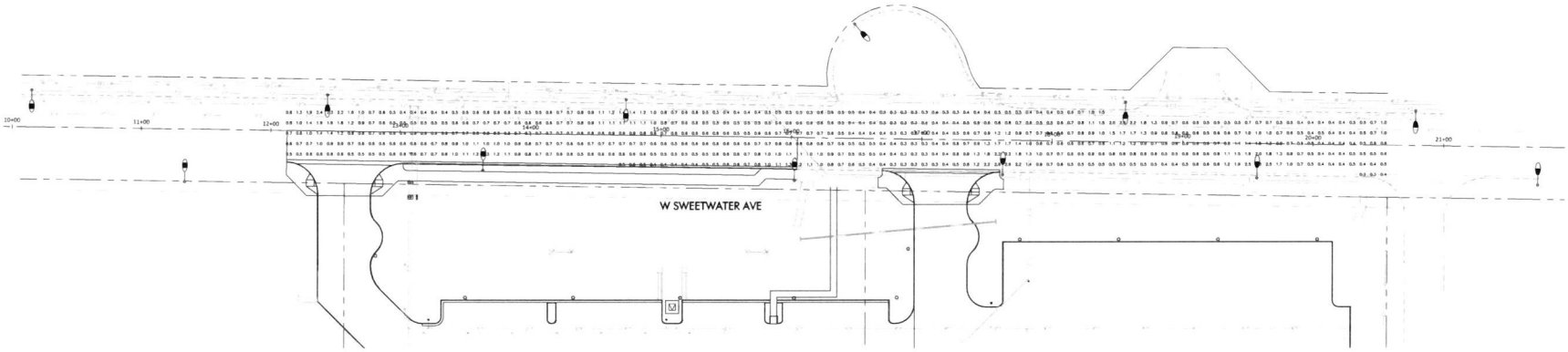
NO	DATE	ISSUE/DETAILS/REVISIONS (DESCRIPTION)
1	JUN 2022	1ST SUBMITTAL

Registered Professional Engineer
16681
ADAM M. ROMERO
12-31-22
Expires 9-30-22

DRAWING NO:
SL2
OF 3

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.

H:\2021\21609-Rinchem SL\21609-SL.dwg



LEGEND

150W HPS Cobrahead
Type III Distribution, 3' X 8' Mast Arm
candela file 'GE7285.IES'
1 lamp(s) per luminaire, 16000 initial lumens per lamp
Light Loss Factor = 0.710, watts per luminaire = 150
mounting height= 34.25 ft
number locations= 8, number luminaires= 8
kw all locations= 1.2

71W 7,800 LUMEN LED
Type III Distribution, 3'X8' Mast arm
candela file 'ERL1_08C330_____.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 71
mounting height= 34.25 ft
number locations= 5, number luminaires= 5
kw all locations= 0.4

W SWEETWATER AVE
580 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.7
Maximum	2.6
Minimum	0.3
Avg:Min	2.47
Max:Min	8.67
Coef. Var	0.55
Uniformity	1.83

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

FS21-1033

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

WRIGHT ENGINEERING PROJECT NO:
21609
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.3767 • FAX 480.497.3807
www.wrightengineering.us

PROJECT: TITLE:
SURPRISE, ARIZONA
RINCHEM
W SWEETWATER AVE
STREET LIGHT PHOTOMETRICS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JAN 2022	1ST SUBMITTAL

Registered Professional Engineer (Retired)
49691
ADAM M. BOWERS
Expires 9-30-22

DRAWING NO:
SL3
OF 3

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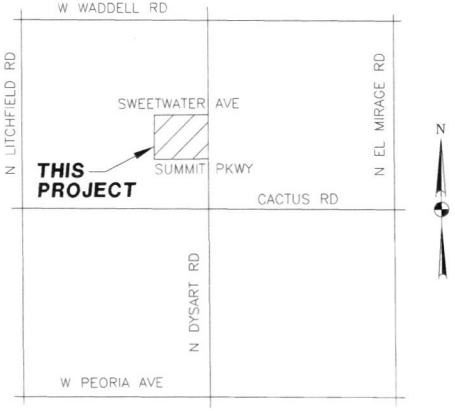
RECEIVED
05/25/2022
FS21-1033



VICINITY MAP
N.T.S.

STREET LIGHTS:

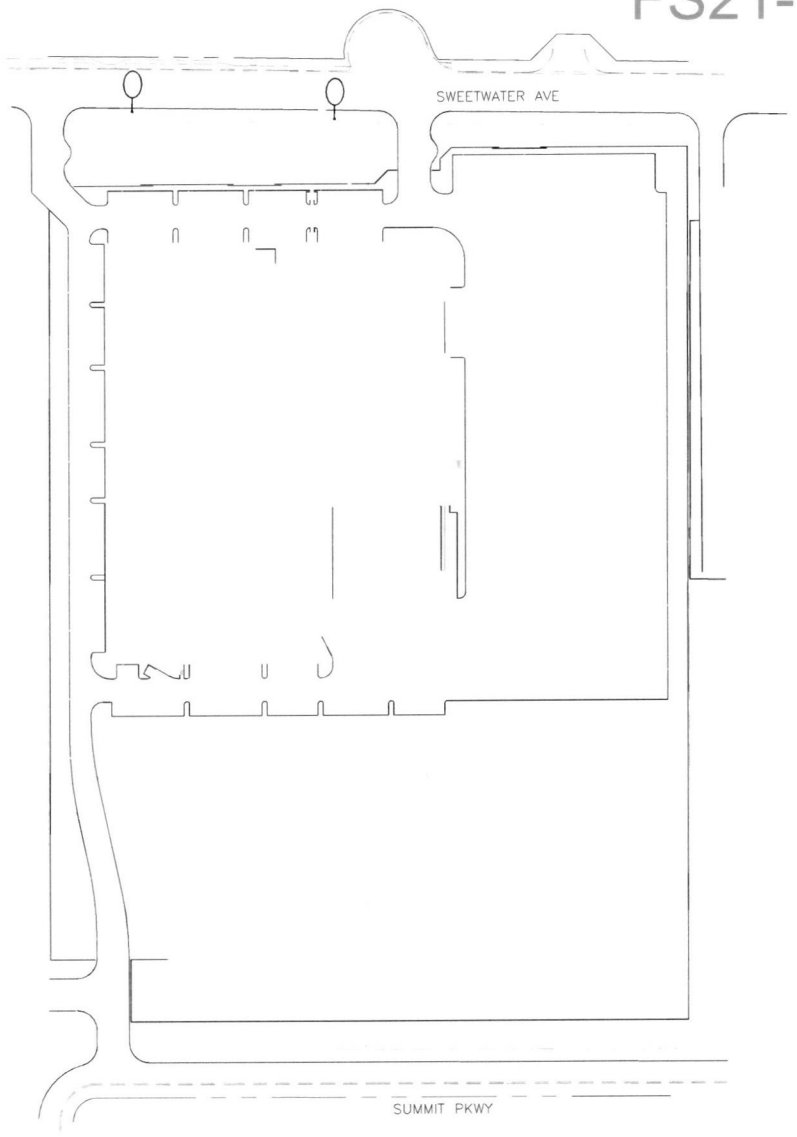
11000 LUMEN – 2 POLES

ACTUAL POLE NUMBERS MAY VARY ±10%

GRAPHIC SCALE

150 75 0 75 150 300

1 INCH = 150 FEET



WRIGHT ENGINEERING PROJECT NO:
21609

DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT:
RINCHEM
SLID

Registered Professional Engineer (Electrical)
Certificate No.
46691
ADAM M. BOWERS
Date Signed 5-17-22
ARIZONA U.S.A.
Expires 9-30-22

DRAWING NO:
SL1
OF
1

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CITY OF SURPRISE
Regular City Council Meeting

SURPRISE
ARIZONA

Council Meeting Date: October 4, 2022
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 6

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

Agenda Wording:
Consideration and action declaring the City's intention to establish a lighting improvement district known as, "City of Suprise, Arizona, SU-Summitpkwy206" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting certain public streets; Resolution #2022-93.

Motion:
I move to approve Resolution #2022-93.

Background:
The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgage and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefits and the expenses of the district will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in the District.

Objective Analysis:
A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the SU-SummitPkwy206 development.

Policy Compliant:
The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to ensure that residents are subject to

only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Budget Impact:

Funding was not included as part of the FY2023 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2023, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2024, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2022-93 Rinchem SLID Final
2. 02 SLID Petition_RCI
3. 03 Streetlight plans_RCI
4. 04 Council Map_RCI

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023
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

Agenda Wording:
Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Asante Phase 1 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-46.

Motion:
I move to approve Resolution #2023-46.

Background:
Asante Phase 1 was formed on May 8, 2008 (Resolution 2008-74). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 14 (estimated) new lights are proposed within this enlargement which are local, collector and will be billed to the Asante Phase 1 SLID. The arterial roads (if applicable) will be billed to the City's SLID account.

Objective Analysis:
A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The district is paid for by the levy and collection of ad valorem of taxes based on the number and classification of properties within the district. The enlargement of the SLID will only affect the parcels joining the district, as the valuation of the property may be increased.

Policy Compliant:
The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is

consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the ratio of the new lights to existing lights is very small.

Budget Impact:

At this time, no impact on the FY2023 budget is anticipated. The ratio of new lights to existing lights is very small. Therefore, any increase in energy expenses can be absorbed. The FY2024 budget will be set to include the enlargement. A separate fund for this district is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full-time equivalent count.

ATTACHMENTS:

1. 01 Res 2023-46 SLID Enlargement- asante 2.1
2. 02 signed petition asante 2.1
3. 03 streetlight plan asante 2.1
4. 04 council map- REVISED
5. 05 Res 08-074- Asante Phase 1

RESOLUTION # 2023-46

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA ASANTE PHASE 1 AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on *May 8, 2008* the Mayor and City Council of the City of Surprise adopted Resolution No. 2008-74, ordering the formation of the City of Surprise, Arizona *Asante Phase 1* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID") when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement*. The City of Surprise, Arizona *Asante Phase 1* shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2023/2024 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

APPROVED AND ADOPTED this _____day of _____, 2023.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

EXHIBIT A
ASANTE PARCEL 2.1
STREETLIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN THE EAST HALF OF SECTION 11 AND THE WEST HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER THEREOF BEARS SOUTH 00°43'44" WEST, 2644.11 FEET;

THENCE SOUTH 00°43'44" WEST, 162.67 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE LEAVING SAID EAST LINE, SOUTH 89°16'16" EAST, 69.83 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF W ASANTE BLVD AS RECORDED IN BOOK 857, PAGE 17, MARICOPA COUNTY RECORDS, BEING THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE:

THENCE NORTH 46°24'18" WEST, 916.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°18'33", AN ARC LENGTH OF 47.19 FEET TO A NON-TANGENT LINE;

THENCE NORTH 48°31'04" EAST, 34.99 FEET;

THENCE NORTH 89°47'26" EAST, 9.69 FEET;

THENCE NORTH 43°35'42" EAST, 108.45 FEET;

THENCE NORTH 00°43'42" WEST, 14.30 FEET;

THENCE NORTH 45°14'57" EAST, 50.00 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1855.00 FEET, THE CENTER OF WHICH BEARS NORTH 45°14'57" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°14'33", AN ARC LENGTH OF 40.22 FEET TO A NON-TANGENT LINE;

THENCE NORTH 02°33'26" EAST, 25.43 FEET;

THENCE SOUTH 41°41'09" EAST, 140.39 FEET;

THENCE NORTH 46°06'58" EAST, 490.47 FEET;

THENCE NORTH 43°23'36" EAST, 75.86 FEET;

THENCE NORTH 51°14'57" EAST, 87.35 FEET;

THENCE NORTH 59°41'10" EAST, 80.36 FEET;

THENCE SOUTH 28°42'41" EAST, 121.52 FEET;

THENCE NORTH 61°17'19" EAST, 79.78 FEET;

THENCE NORTH 14°51'53" EAST, 27.68 FEET;

THENCE NORTH 57°51'25" EAST, 50.00 FEET;

THENCE SOUTH 78°34'52" EAST, 27.25 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 575.00 FEET, THE CENTER OF WHICH BEARS NORTH 36°37'57" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°50'42", AN ARC LENGTH OF 98.80 FEET TO A NON-TANGENT LINE;

THENCE NORTH 43°31'21" EAST, 19.29 FEET;

THENCE NORTH 46°28'39" WEST, 115.00 FEET;

THENCE NORTH 43°31'21" EAST, 480.00 FEET;

THENCE NORTH 41°06'19" WEST, 110.66 FEET;

THENCE SOUTH 89°35'06" EAST, 20.72 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1775.00 FEET, THE CENTER OF WHICH BEARS SOUTH 47°37'49" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°59'44", AN ARC LENGTH OF 30.84 FEET TO A NON-TANGENT LINE;

THENCE NORTH 48°37'33" EAST, 50.00 FEET;

THENCE NORTH 49°49'37" EAST, 120.02 FEET;

THENCE NORTH 41°48'34" EAST, 35.80 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF W PAT TILLMAN BLVD AS RECORDED IN BOOK 885, PAGE 46, MARICOPA COUNTY RECORDS TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2132.50 FEET, THE CENTER OF WHICH BEARS SOUTH 48°12'53" WEST;

THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°18'49", AN ARC LENGTH OF 681.62 FEET TO A NON-TANGENT LINE;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 66°31'54" WEST, 198.48 FEET;

THENCE SOUTH 61°17'19" WEST, 1017.55 FEET;

THENCE SOUTH 00°42'32" WEST, 800.44 FEET TO THE **POINT OF BEGINNING**.

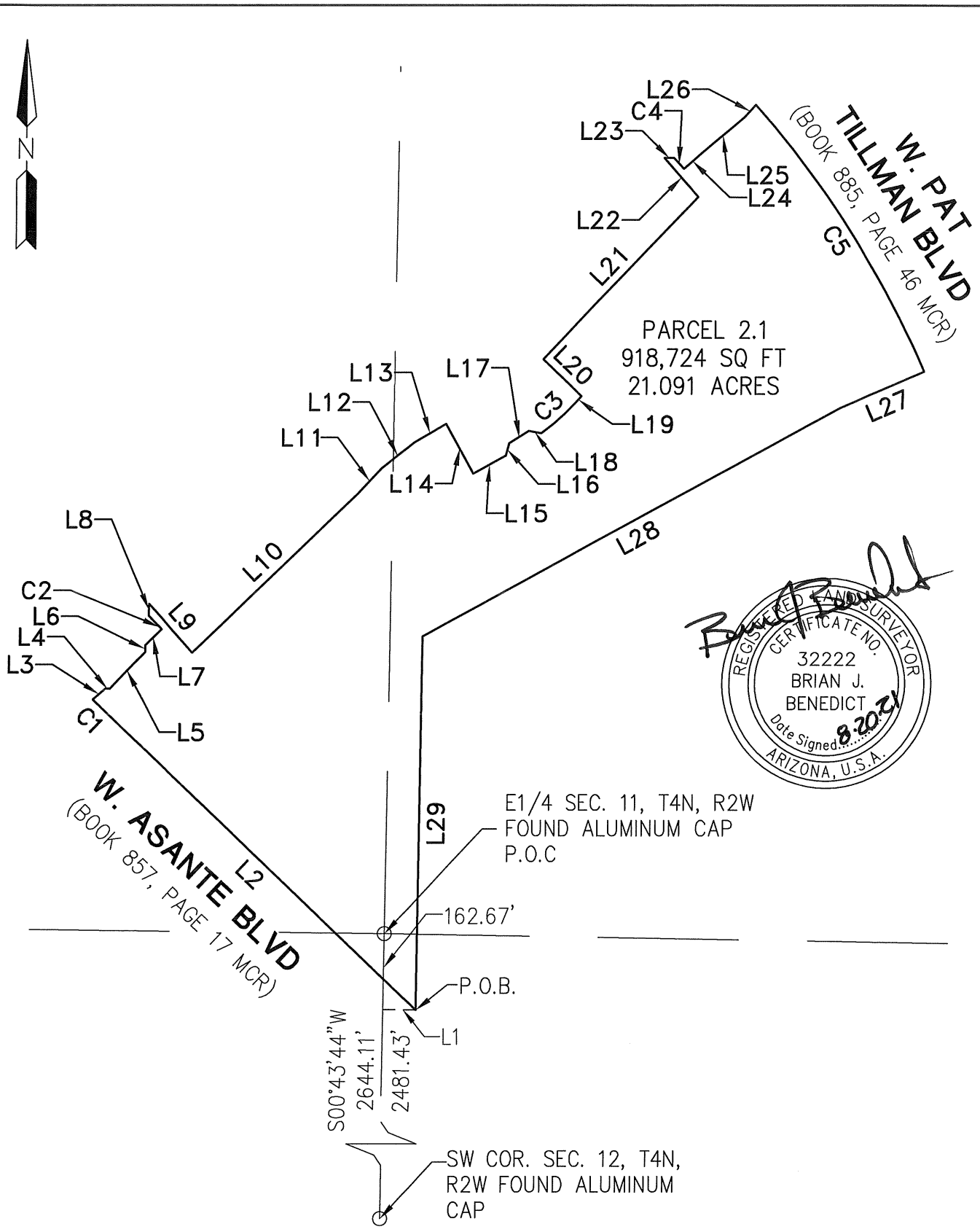
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 918,724 SQ. FT. (21.091 ACRES) MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY LAND DIVISION RESTRICTIONS.

PREPARED BY: HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, AZ 85016
PROJECT NO. 1909
DATE: AUG 2021

EXHIBIT B

Map



PROJ.NO.:	1909
DATE:	AUG 2021
SCALE:	NTS
DRAWN BY:	DSP
CHECKED BY:	BJB

ASANTE

UNIT 2.1

STREETLIGHT IMPROVEMENT DISTRICT

EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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U:\1900\1909\SURVEY\DOCS\1909-P2.1 SLID EXH.dwg 8/20/2021 12:35 PM

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°16'16"W	69.83'
L2	N46°24'18"W	916.60'
L3	N48°31'04"E	34.99'
L4	N89°47'26"E	9.69'
L5	N43°35'42"E	108.45'
L6	N00°43'42"W	14.30'
L7	N45°14'57"E	50.00'
L8	N02°33'26"E	25.43'
L9	S41°41'09"E	140.39'
L10	N46°06'58"E	490.47'
L11	N43°23'36"E	75.86'
L12	N51°14'57"E	87.35'
L13	N59°41'10"E	80.36'
L14	S28°42'41"E	121.52'
L15	N61°17'19"E	79.78'
L16	N14°51'53"E	27.68'
L17	N57°51'25"E	50.00'
L18	S78°34'52"E	27.25'
L19	N43°31'21"E	19.29'
L20	N46°28'39"W	115.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	N43°31'21"E	480.00'
L22	N41°06'19"W	110.66'
L23	S89°35'06"E	20.72'
L24	N48°37'33"E	50.00'
L25	N49°49'37"E	120.02'
L26	N41°48'34"E	35.80'
L27	S66°31'54"W	198.48'
L28	S61°17'19"W	1017.55'
L29	S00°42'32"W	800.44'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	2065.00'	1°18'33"	47.19'
C2	1855.00'	1°14'33"	40.22'
C3	575.00'	9°50'42"	98.80'
C4	1775.00'	0°59'44"	30.84'
C5	2132.50'	18°18'49"	681.62'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 8-20-21
ARIZONA, U.S.A.

PROJ.NO.:	1909
DATE:	AUG 2021
SCALE:	NTS
DRAWN BY:	DSP
CHECKED BY:	BJB

ASANTE
UNIT 2.1
STREETLIGHT IMPROVEMENT DISTRICT

EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to enlarge the existing District, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the existing street light improvements district to be enlarged:
Asante Phase 1

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
LCD Asante, LLC	Asante Unit 2.1 Address tbd	503-73-770A	Joan Scarbrough

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

This rate schedule is frozen as of December 1, 2021. This means a Customer that was already taking service under this rate schedule before that date may continue service under this rate schedule, but no Customers connecting service after that date will be eligible to be served under this rate schedule.

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	$21.19	$7.43
	4,796 LED	75	26	$17.02	$6.33
	5,003 LED	100	35	$22.97	$8.53
	5,904 LED	100	35	$22.56	$8.42
	6000 IND	85	29	$18.85	$5.03
B. Architectural	6,200 IND	85	29	$9.92	$3.85
	8,400 IND	100	34	$10.47	$4.27
	10,200 IND	120	41	$11.51	$4.89
	13,000 IND	150	52	$12.71	$5.81
	20,500 IND	200	69	$14.48	$7.22

FROZEN

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural (cont)	22,500 IND	265	91	$17.27	$9.09
	3,300 LED	43	15	$10.03	$3.71
	3,800 LED	32	12	$7.57	$2.86
	3,900 LED	32	12	$9.76	$3.44
	4,050 LED	63	22	$18.25	$6.39
	4,100 LED	45	16	$10.13	$3.81
	4,800 LED	41	15	$8.10	$3.20
	5,000 LED	41	15	$9.41	$3.55
	5,100 LED	60	21	$9.97	$4.10
	5,300 LED	67	24	$10.26	$4.39
	5,800 LED	94	32	$17.44	$5.05
	5,890 LED	89	31	$20.14	$7.50
	6,000 LED	62	22	$18.25	$6.39
	6,000 LED	67	24	$19.48	$6.85
	6,400 LED	89	31	$17.52	$5.00
	6,810 LED	101	35	$18.50	$7.35
	7,100 LED	62	22	$19.30	$6.66
	7,400 LED	127	44	$20.00	$6.21
	7,500 LED	73	26	$19.67	$7.03
	7,700 LED	86	30	$18.03	$6.88
	8,200 LED	88	31	$10.24	$4.87
	8,200 LED	95	33	$11.63	$5.37
	8,300 LED	72	25	$17.56	$6.41
	8,300 LED	106	37	$12.19	$5.79
	8,500 LED	88	31	$11.45	$5.19
	9,020 LED	139	48	$22.47	$9.28
	9,200 LED	139	48	$25.08	$7.15
	9,900 LED	130	45	$13.54	$6.70
	10,000 LED	93	32	$20.99	$7.80
	10,000 LED	113	39	$12.99	$6.15
	10,600 LED	126	44	$22.10	$8.90
	11,100 LED	108	38	$12.50	$5.95
	11,500 LED	108	38	$12.89	$6.05
	12,300 LED	203	70	$24.96	$8.67
	12,900 LED	119	41	$21.85	$8.64
	13,260 LED	202	70	$26.55	$11.87
	13,620 LED	202	70	$27.91	$9.05
	14,000 LED	171	59	$25.54	$10.85
	15,000 LED	136	47	$24.42	$9.74
	15,400 LED	144	50	$24.69	$10.01
	18,300 LED	162	56	$15.80	$8.05
	19,200 LED	257	89	$26.32	$13.11
	20,000 LED	258	89	$26.32	$13.11

FROZEN

					CHARGES	
		Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural (cont)		20,300 LED	193	67	$16.82	$9.07
		21,000 LED	193	67	$24.26	$11.05
C. Cobra		6,200 IND	75	26	$10.32	$3.69
		6,400 IND	85	29	$8.79	$3.70
		8,000 IND	88	30	$10.26	$3.96
		8,400 IND	100	34	$9.50	$4.15
		10,200 IND	120	41	$10.23	$4.71
		13,000 IND	150	52	$11.26	$5.61
		15,250 IND	200	69	$13.58	$7.10
		22,500 IND	250	86	$18.17	$8.87
	Gray/Bronze	3,500 IND	55	19	$10.28	$3.20
		6,000 LED	95	33	$16.70	$5.02
		8,700 LED	142	49	$18.78	$6.40
		9,600 LED	157	54	$19.98	$6.90
		11,600 B-LED	181	62	$18.64	$7.29
	Gray/Bronze	3,300 LED	43	15	$8.82	$2.73
	Gray/Bronze	5,300 LED	67	23	$10.24	$3.47
	Gray/Bronze	8,300 LED	106	37	$13.27	$4.84
	Gray/Bronze	10,500 LED	130	45	$14.77	$5.57
	Gray/Bronze	20,000 LED	258	89	$25.67	$10.06
D. Decorative Transit		5,300 LED	75	26	$27.86	$5.99
		8,300 LED	100	34	$29.83	$6.83
		8,147 LED	75	26	$35.03	$11.13
		9,522 LED	100	35	$35.40	$11.84
		10,500 LED	150	52	$32.02	$8.35
		14,896 LED	150	52	$39.16	$14.00
	Double	8,147 LED	75	26	$63.41	$18.57
	Double	9,522 LED	100	35	$63.34	$19.18
	Double	14,896 LED	100	52	$69.22	$21.86
	Copper	6,000 IND	85	29	$18.48	$4.99
	Gray/Black	8,000 IND	88	30	$14.56	$4.53
	Gray/Black	4,350 LED	86	30	$13.20	$4.35
E. Flood		14,470 LED	148	51	$23.44	$9.75
		16,000 LED	125	43	$22.70	$9.00
F. Pendant		8,678 LED	75	26	$25.82	$8.67
		13,964 LED	100	35	$27.27	$9.68
G. Post Top		4,350 LED	86	30	$13.15	$5.57
		6,400 LED	30	30	$13.15	$5.57
		6,600 LED	83	29	$13.06	$5.48
H. Roadway		3,300 LED	43	15	$9.27	$3.51
		3,800 LED	32	12	$7.09	$2.73
		3,900 LED	32	12	$8.99	$3.23

FROZEN

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
	4,100 LED	45	16	$9.36	$3.60
	4,800 LED	41	15	$7.60	$3.07
	5,000 LED	41	15	$8.93	$3.42
	5,100 LED	60	21	$9.49	$3.98
	5,300 LED	67	24	$9.78	$4.26
	8,200 LED	88	31	$9.52	$4.67
	8,200 LED	95	33	$11.13	$5.23
	8,300 LED	106	37	$11.50	$5.60
	8,500 LED	88	31	$10.95	$5.05
	9,900 LED	130	45	$13.04	$6.56
	10,000 LED	113	39	$12.49	$6.01
	11,100 LED	108	38	$11.78	$5.76
	11,500 LED	108	38	$12.39	$5.92
	18,300 LED	162	56	$14.92	$7.82
	19,200 LED	257	89	$18.72	$11.09
	20,000 LED	258	89	$18.72	$11.09
	20,300 LED	193	67	$15.94	$8.84
	21,000 LED	193	67	$16.66	$9.03
Acorn	4,000 INC	295	103	$10.32	$5.77
	7,000 MV	175	73	$13.37	$7.67
	11,000 MV	250	96	$16.74	$10.22
	20,000 MV	400	150	$26.29	$14.90
	9,500 HPS	100	41	$28.54	$9.73
	16,000 HPS	150	69	$31.69	$12.29
Architectural	9,500 HPS	100	41	$16.22	$7.74
	16,000 HPS	150	69	$19.36	$18.94
	30,000 HPS	250	99	$22.48	$13.29
	50,000 HPS	400	153	$27.74	$19.13
	14,000 MH	175	72	$22.70	$12.44
	21,000 MH	250	101	$25.77	$15.34
	36,000 MH	400	159	$32.22	$21.10
	8,000 LPS	55	30	$23.59	$10.36
	13,500 LPS	90	50	$27.81	$12.50
	22,500 LPS	135	72	$31.77	$15.24
	33,000 LPS	180	90	$38.21	$17.95
Cobra	5,800 HPS	70	29	$9.21	$5.45
	9,500 HPS	100	41	$10.84	$6.67
Roadway	16,000 HPS	150	69	$13.58	$9.31
	30,000 HPS	250	99	$16.38	$12.10

FROZEN

					CHARGES	
		Lumen	Watts	kWh	Investment by Company	Investment by Others
Cobra Roadway		50,000 HPS	400	153	$22.22	$17.27
		14,000 MH	175	72	$15.79	$10.76
		21,000 MH	250	101	$18.45	$13.39
		36,000 MH	400	159	$24.30	$18.60
		8,000 FL	100	38	$18.15	$5.32
Decorative Transit		9,500 HPS	100	41	$39.13	$11.71
		16,000 HPS	150	69	$38.91	$13.09
		30,000 HPS	250	99	$44.80	$16.91
Flood		30,000 HPS	250	99	$21.74	$13.51
		50,000 HPS	400	153	$26.97	$18.75
		21,000 MH	250	101	$23.20	$14.28
		36,000 MH	400	159	$28.30	$19.35
Post Top	Colonial Gray	8,000 FL	100	38	$19.56	$5.52
	Colonial Gray	9,500 HPS	100	41	$11.19	$7.01
	Colonial Black	9,500 HPS	100	41	$12.88	$7.26
	Decorative	9,500 HPS	100	41	$34.25	$10.80

The following lamps will be available for 90 days following the effective date of revision 55. At that time these lamps will be frozen consistent with all other elements of this schedule.

				CHARGES	
	Lumens	Watts	kWh	Investment by Company	Investment by Others
ARCHITECTURAL/RW BRONZE	4,300 LED	45	16	$10.34	$3.89
	20,100 LED	174	60	$16.51	$8.60
	21,000 LED	174	60	$24.11	$10.62
COBRA/GRAY	20,100 LED	174	60	$15.61	$8.36
	21,000 LED	174	60	$16.35	$8.56
ROADWAY/GRAY	4,300 LED	45	16	$9.79	$3.74
	5,400 LED	60	21	$9.69	$4.06
ROADWAY	8,600 LED	95	33	$11.36	$5.34
POST TOP/SALEM BLACK	6,400 LED	83	29	$12.49	$5.36
	4,350 LED	86	30	$12.59	$5.46
TOWN AND COUNTRY/GRAY	5,600 LED	56	20	$9.16	$3.86
TOWN AND COUNTRY/BLACK	5,600 LED	56	20	$9.16	$3.86

FROZEN

DECORATIVE TRANSIT/SINGLE	3,720 LED	37	13	$38.81	$11.27
ROADWAY ARCHITECTURAL -BRONZE	3,408 LED	31	11	$8.38	$3.02
	4,800 LED	43	15	$8.76	$3.40
	4,900 LED	43	15	$8.61	$3.36
	7,810 LED	68	24	$11.21	$4.68
	8,165 LED	68	24	$11.20	$4.68
	11,000 LED	96	34	$12.19	$5.64
	11,500 LED	98	34	$12.15	$5.63
COBRA ROADWAY/GRAY	3,408 LED	31	11	$7.75	$2.85
	4,800 LED	43	15	$8.13	$3.23
	4,900 LED	43	15	$8.18	$3.24
	7,810 LED	68	24	$10.41	$4.47
	8,165 LED	68	24	$10.60	$4.51
	11,000 LED	96	34	$11.39	$5.42
	11,500 LED	96	34	$11.29	$5.40
FLOOD	14,500 LED	96	34	$14.71	$6.31

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.

2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.

3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.

4. HPS = High Pressure Sodium

5. MH = Metal Halide

PROPOSED

6. LPS = Low Pressure Sodium

7. FL = Fluorescent

8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.

9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).

10. LED = Light Emitting Diode

11. IND = Induction

II. POLES

				CHARGES	
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	$12.84	$1.77
			22 ft.	$14.45	$1.99
			25 ft.	$15.64	$2.16
			30 ft.	$17.96	$2.47
			32 ft.	$18.87	$2.50
		2 Simplex Adapters	12 ft.	$13.69	$1.89
			22 ft.	$15.73	$2.17
			25 ft.	$16.41	$2.26
			30 ft.	$19.07	$2.63
			32 ft.	$20.34	$2.81
	Square Steel	5"	13 ft.	$14.72	$2.02
			15 ft.	$13.15	$1.81
			23 ft.	$15.60	$2.15
			25 ft.	$17.15	$2.36
			28 ft.	$19.04	$2.62
			32 ft.	$18.93	$2.61
	Concrete		12 ft.	$43.87	$6.04
	Fiberglass		12 ft.	$37.15	$5.11
	Decorative Transit	4"	16 ft.	$36.22	$5.00
	Decorative Transit	6"	30 ft.	$69.93	$9.63
	Hinged Poles	Square	15 ft.	$13.92	$1.14
		Round	19 ft.	$12.59	$1.03

FROZEN

				CHARGES	
			Height	Investment by Company	Investment by Others
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	$12.35	$1.69
			22 ft.	$13.97	$1.92
			25 ft.	$15.14	$2.09
			30 ft.	$17.48	$2.42
			32 ft.	$18.37	$2.53
		2 Simplex Adapters	12 ft.	$13.19	$1.81
			22 ft.	$14.74	$2.02
			25 ft.	$15.91	$2.18
			30 ft.	$18.58	$2.55
			32 ft.	$19.84	$2.73
		3 Bolt	32 ft.	$22.80	$3.13
	Square Steel	5"	13 ft.	$14.24	$1.97
			15 ft.	$14.56	$1.99
			23 ft.	$15.11	$2.09
			25 ft.	$16.67	$2.31
			28 ft.	$18.52	$2.55
			32 ft.	$19.23	$2.63
C. Direct Bury	Round Steel		19 ft.	$19.43	$2.68
			30 ft.	$15.17	$2.81
			38 ft.	$18.51	$2.88
		Self Stepped	40 ft.	$22.80	$3.61
			25 ft.	$52.45	$4.28
			32 ft.	$55.24	$4.51
			49 ft.	$68.57	$9.45
	Square Steel	4"	34 ft.	$16.74	$2.90
		5"	20 ft.	$15.90	$2.63
			30 ft.	$16.57	$2.73
			38 ft.	$17.98	$3.12
		8"	28 ft.	$30.01	$2.44
			32 ft.	$31.37	$2.57
	Decorative Transit		41 ft 6	$21.60	$3.17
	Decorative Transit		47 ft.	$26.91	$3.96
	Steel Distribution Pole (for lighting only)		35 ft.	$24.84	$3.27
D. Post Top	Decorative Transit Anchor Base		16 ft.	$37.00	$5.08
	Gray Steel/Fiberglass		23 ft.	$12.83	$2.11
	Black Steel		23 ft.	$14.14	$2.33
E. Existing distribution pole suitable for streetlight use				$1.56	
F. FROZEN	Wood Poles		30 ft.	$9.44	$1.64
			35 ft.	$9.44	$1.56

FROZEN

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

	Height	CHARGES	
		Investment by Company	Investment by Others
A. Flush	4 ft.	$10.45	$1.44
	6 ft.	$12.47	$2.16
B. Pedestal	8 ft.	$14.29	$2.49
For 32' Round Steel Pole only	4 ft. 6"	$9.91	$1.71

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

	CHARGE
	Company Owned
Underground Circuit Charges:	
a. Per foot of cable, installed under paving	$0.16652
b. Per foot of cable, not installed under paving	$0.05877

FROZEN

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type

Charge Type	Monthly Charge		Cost Inputs		PV Factor		Monthly Fixed Charge Rate
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x	1.518%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x	1.296%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%

Charge Type	Monthly Charge		kWh Input		$/kWh
6	Generation	=	kWh per month	x	$0.06621
7	T&D, RCS, SB	=	kWh per month	x	$0.02682

Step 2 Determination of Total Monthly Charge

The total monthly charge will be the summation of the charges for each applicable charge type

Equipment	Charge Type
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

PROPOSED

TRIP CHARGE

A $100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Adjustment Charge, Adjustment Schedule REAC-1.

2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.

3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.

4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.

5. The Demand Side Management Adjustment Charge, Adjustment Schedule DSMAC-1.

6. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM.

7. Direct Access Customers returning to Standard Offer service may be subject to aReturning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.

8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.

3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.

4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.

PROPOSED

5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

7. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

8. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill (for example, service connection charges).

FROZEN

ASANTE UNIT 2.1
PUBLIC STREET LIGHTING

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.

GENERAL ENGINEERING NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACEDIN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	10/28/2020
CENTURY LINK	10/28/2020
COX COMMUNICATIONS	10/28/2020
SOUTHWEST GAS	10/28/2020

NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

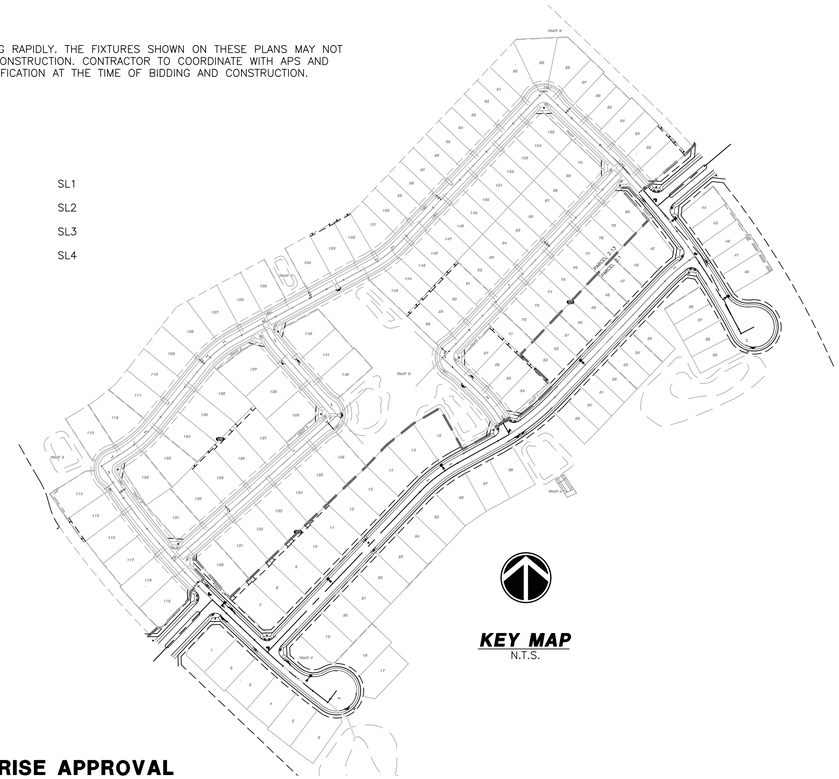
B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT DETAILS	SL4



KEY MAP
N.T.S.

CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER **DATE**

CIVIL ENGINEER
HILGARTWILSON
2141 E. HIGHLAND AVE. STE 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
CONTACT: DIEGO ORTIZ, PE

OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE 130
TEMPE, AZ 85282
PHONE: (480) 322-6674
CONTACT: JOAN SCARBROUGH

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE							APS STANDARD CODE NO.
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	STYLE	
(1)		LOCAL	PER PLANS	14	30'-6"	DIRECT BURY	1'-0"	25'-0"	4,900	39 W	TYPE A3	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S1

*PER UTILITY COMPANY REQUIREMENTS

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

WRIGHT ENGINEERING PROJECT NO:
20039

DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: SURPRISE, ARIZONA
ASANTE UNIT 2.1

TITLE: STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JULY 2020	1ST SUBMITTAL
2	OCT 2020	2ND SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
57159
CLIFFORD M. TOLMAN
Date Signed 8-27-21
Expires 3-31-23

FS21-230

DRAWING NO:
SL1
OF 4

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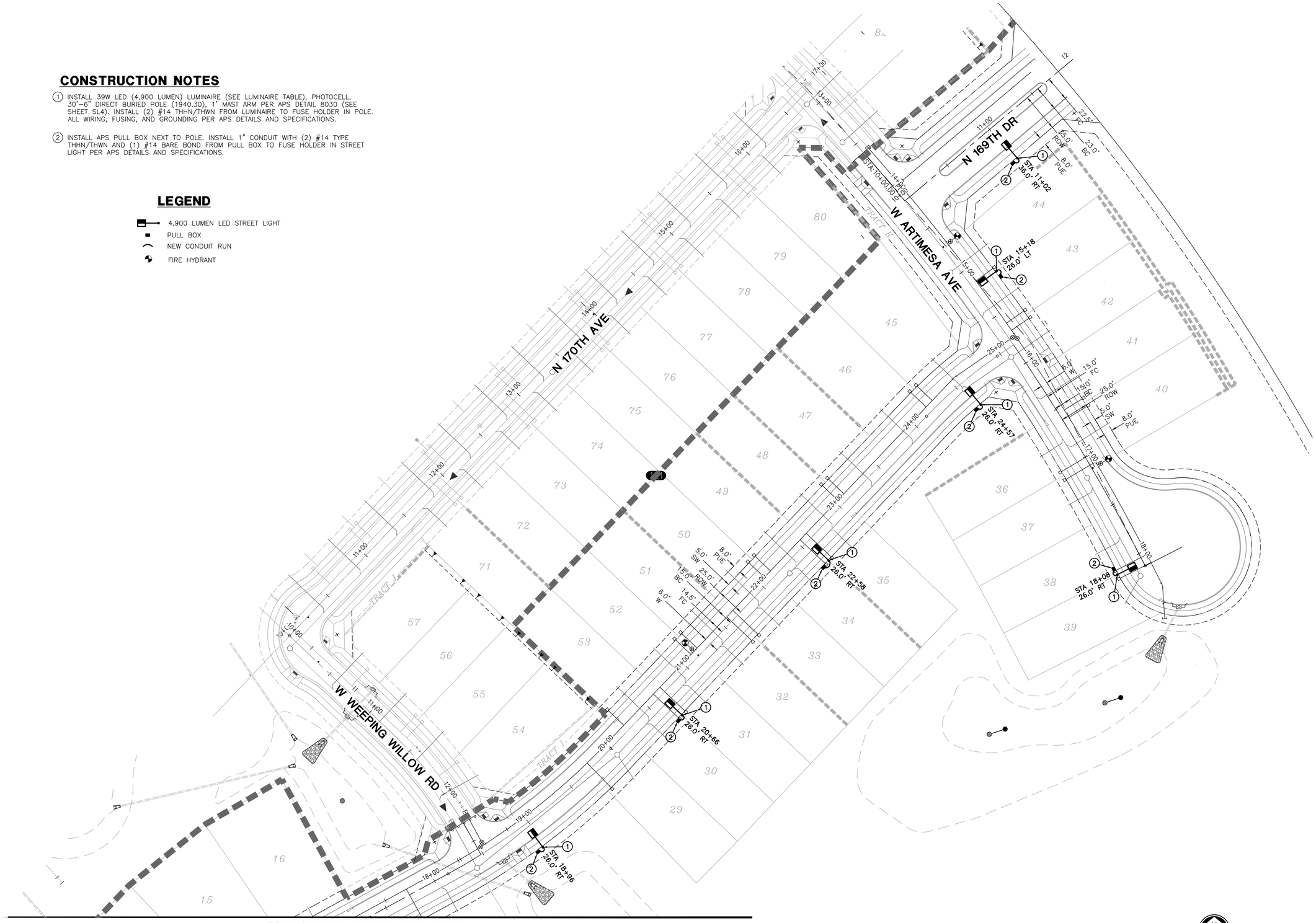
CONSTRUCTION NOTES

(1) INSTALL 39W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE (1940.30), 1' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.

(2) INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT



GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

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In Maricopa County: (602) 263-1100

WRIGHT ENGINEERING PROJECT NO:
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WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: SURPRISE, ARIZONA
ASANTE UNIT 2.1

TITLE: STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JULY 2020	1ST SUBMITTAL
2	OCT 2020	2ND SUBMITTAL

Registered Professional Engineer (Retired)
Arizona, U.S.A.
57159
CLIFFORD M. TOLMAN
Date Signed 8-27-21
Expires 3-31-23

FS21-230

DRAWING NO:
SL2
OF 4

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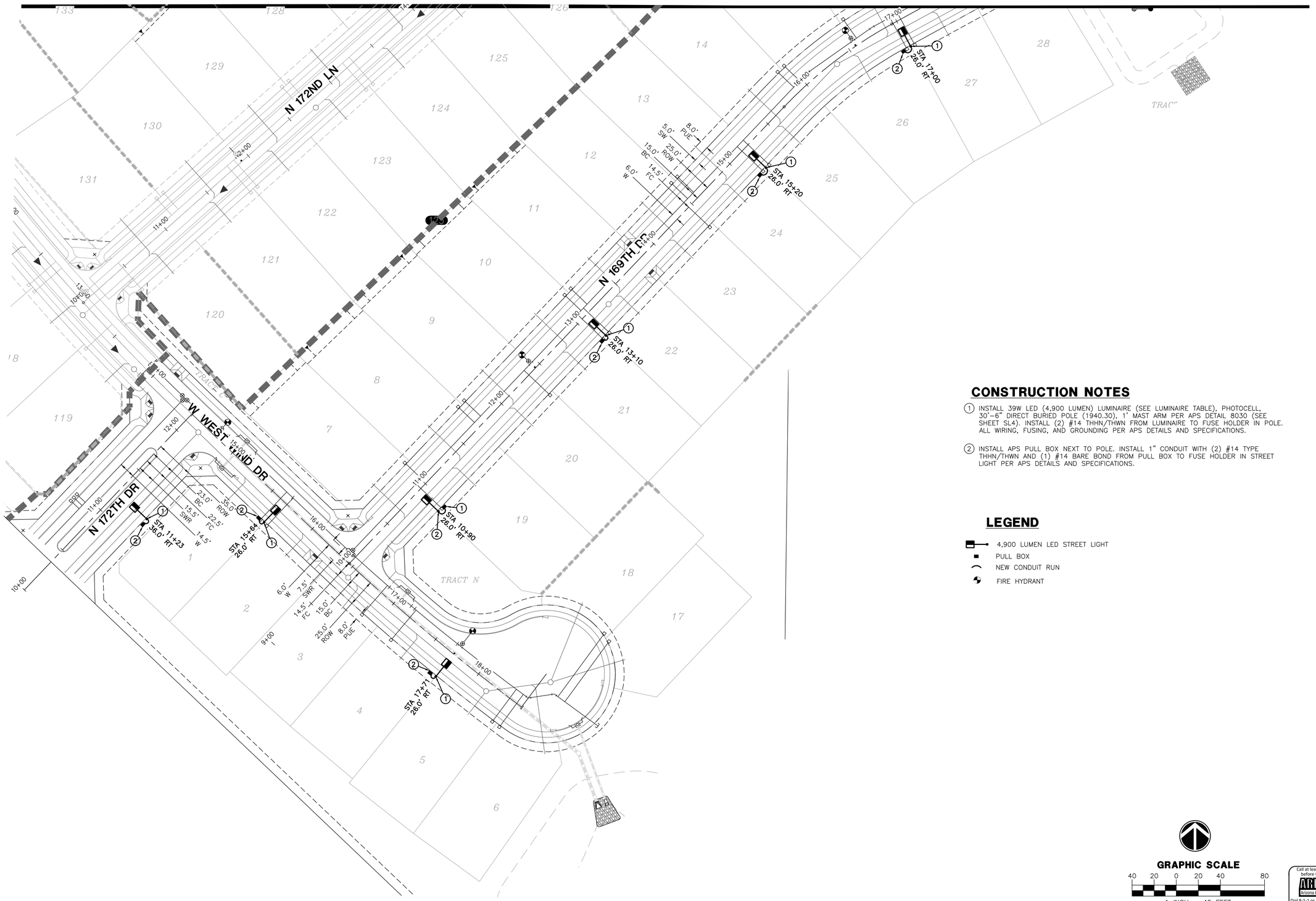
MATCHLINE SEE SHEET SL2



CONSTRUCTION NOTES

1. INSTALL 39W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE (1940.30), 1' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.

2. INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

GRAPHIC SCALE

40 20 0 20 40 80

1 INCH = 40 FEET

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ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

FS21-230

DRAWING NO:
SL3
OF 4

WRIGHT ENGINEERING PROJECT NO:
20039

DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: SURPRISE, ARIZONA
ASANTE UNIT 2.1

TITLE:
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JULY 2020	1ST SUBMITTAL
2	OCT 2020	2ND SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
57159
CLIFFORD M. TOLMAN
Date Signed 8-27-21
Expires 3-31-23

H:\2020\20039-Asante Units 2.1, 2.1\20039-SL-PHASE-2.1.dwg

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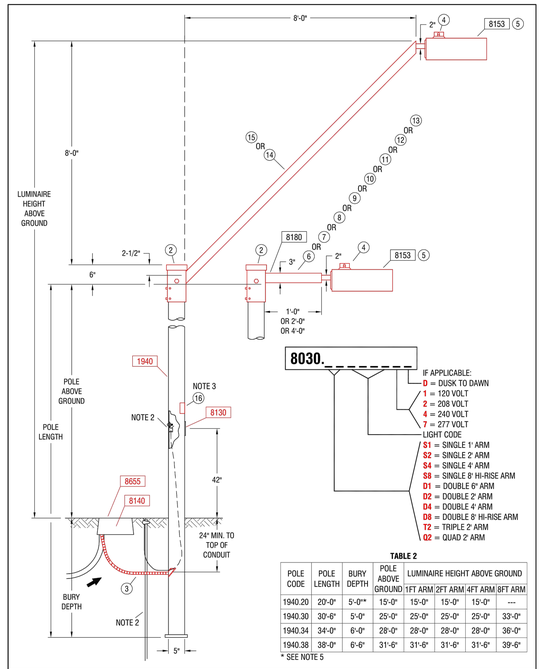


TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND			
				1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"*	15'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-0"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	34'-0"	6'-0"	28'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	31'-6"	39'-6"

* SEE NOTE 5

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY	SH 1 OF 2
BY	LDR.	MGR.	DATE	REV.		8030
KLS	B. BOOKER	R. CANDRA	02/2016	12		

NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAT THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

TABLE 1

LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AH16	00099450	100	2100	HPS	120/208/240/277	9,500	SEE TABLE 2
AH17	00099451	150			120/208/240/277	16,000	
AH18	00099452	250			120/208/240/277	30,000	
AH19	00099454	400			120/208/240/277	50,000	
RN40	00128250	55	2700	IND	120/208/240/277	3,500	
RN41	00126667	100	5000	IND	120/208/240/277	8,400	
RN42	00132846	120			120/208/240/277	10,200	
RN43	00132850	150			120/208/240/277	13,000	
RN44	00121153	200			120/208/240/277	15,250	
RN45	00116527	250			120/208/240/277	22,500	
RL40	00141047	32	3000	LED S	120/208/240/277	3,800	
RL41	00141048	41			120/208/240/277	4,800	
RL42	00141049	88			120/208/240/277	8,200	
RL43	00141050	108			120/208/240/277	11,000	
RL44	00141051	162			120/208/240/277	19,000	
RL50	00128251	45	4000	LED S	120/208/240/277	4,300	
RL52	00126804	60			120/208/240/277	5,400	
RL53	00126805	95			120/208/240/277	8,600	
RL54	00126806	113			120/208/240/277	10,000	
RL56	00128365	257			120/208/240/277	19,200	
AL55	00113722	62	4000	LED M	120/208/240/277	7,100	
AL58	00129911	72			120/208/240/277	8,300	
AL60	00113723	119			120/208/240/277	12,900	
AL61	00116525	119R*			120/208/240/277	12,900	
AL62	00116526	119L*			120/208/240/277	12,900	
AL65	00107462	144			120/208/240/277	15,400	
AS20	33806772	55	1700	LPS	120/240	8,000	
AS21	33806774	90			120/240	13,500	
AS22	33806776	135			120/240	22,500	
AS23	33806778	180			120/240	33,000	

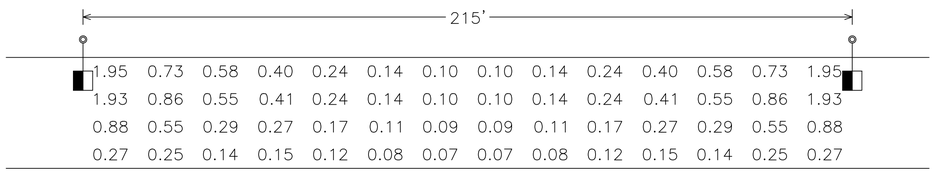
* CALL STANDARDS ENGINEERING FOR APPLICATION

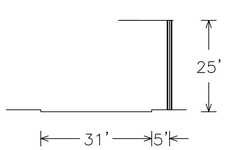
CODE	8030.S1	8030.S2	8030.S4	8030.S8	8030.D1	8030.D2	8030.D4	8030.D8	8030.T2	8030.Q2	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	1	-	-	BRACKET ARCH SLIP BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM	00100036
3	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
4	1	1	1	1	2	2	2	2	3	4	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	2	2	3	4	LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	1	-	-	-	-	-	MAST ARM STLT 3" SQ X 1' DBL	00121154
7	1	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 1' SGL	00088370
8	-	-	-	-	-	1	-	-	-	-	MAST ARM STLT 3"SQ X 2' DBL	33701117
9	-	-	-	-	-	-	-	-	-	1	MAST ARM STLT 3"SQ X 2' QUAD	00052665
10	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 2' SGL	33701116
11	-	-	-	-	-	-	-	-	1	-	MAST ARM STLT 3"SQ X 2' TPL	00052664
12	-	-	-	-	-	-	-	1	-	-	MAST ARM STLT 3"SQ X 4' DBL	00073267
13	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 4' SGL	00061738
14	-	-	-	1	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 8' SGL	33701120
15	-	-	-	-	-	-	-	2	-	-	MAST ARM STLT 8' BOLT-ON	00092252
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY	SH 2 OF 2
BY	LDR.	MGR.	DATE	REV.		8030
KLS	B. BOOKER	R. CANDRA	02/2016	12		

NOTE:

ALL CALCULATIONS BASED ON ILLUMINANCE METHOD





4900 LUMEN LED
TYPE II
2' MA
candela file 'ERL1_05A330_____-120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
mounting height= 25 ft
number locations= 2, number luminaires= 2
kw all locations= 0.1

Roadway Grid
56 points at z=0, sp 15.357ft by 7.75ft
HORIZONTAL FOOTCANDLES

Average	0.42
Maximum	1.95
Minimum	0.07
Avg:Min	6.03
Max:Min	27.86
Coef Var	1.14
UnifGrad	2.67

LUMINAIRE TABLE

DARK BRONZE ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141047	31	120/208/240/277	3,900	ERL1004B330ADKBZGLRX
RL41		00141048	39	120/208/240/277	4,900	ERL1005A330ADKBZGLRX
RL42		00141049	71	120/208/240/277	7,800	ERL1008C330ADKBZGLRX
RL43		00141050	97	120/208/240/277	9,600	ERL1010C330ADKBZGLRX
RL44		00141051	174	120/208/240/277	20,100	ERL2021C330ADKBZGLR

WRIGHT ENGINEERING PROJECT NO:
20039
DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
SURPRISE, ARIZONA
ASANTE UNIT 2.1
STREET LIGHT DETAILS

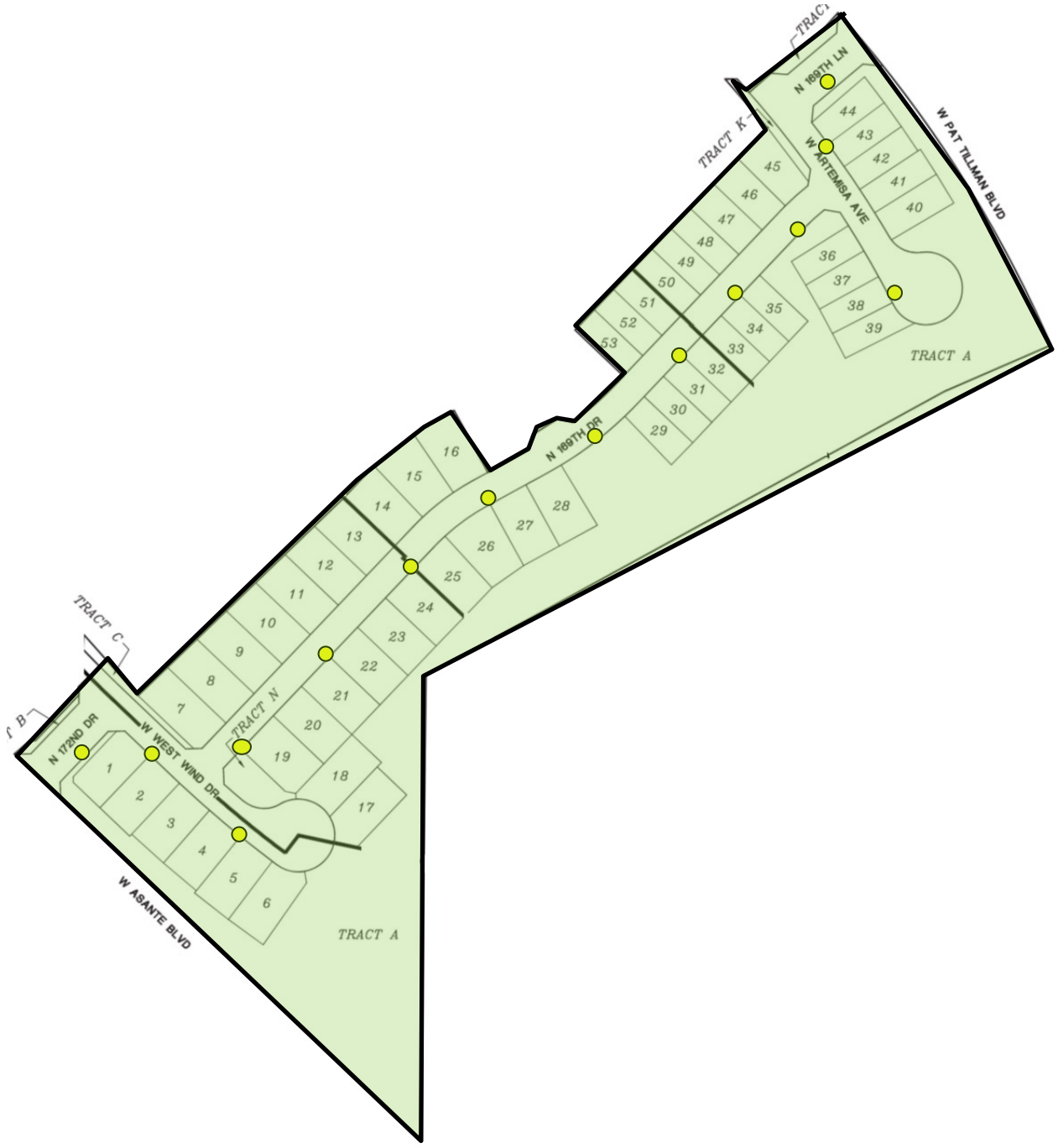
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JULY 2020	1ST SUBMITTAL
2	OCT 2020	2ND SUBMITTAL

FS21-230

DRAWING NO:
SL4
OF 4

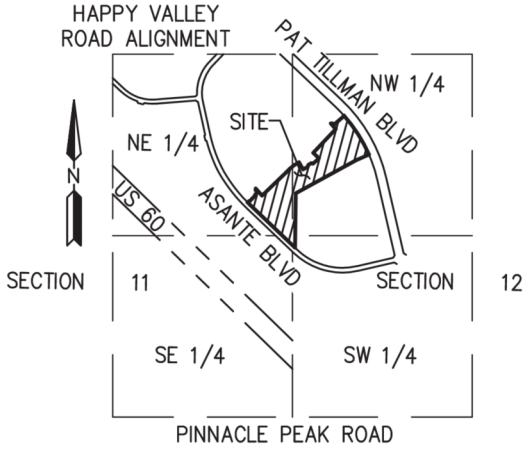
Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 263-1100

H:\2020\20039--Asante Units 2.1, 2.1\20039-SL-PHASE-2.1.dwg



Street Lights:

- Street Light Pole
- 14 new poles
- SLID Boundary



VICINITY MAP
NOT TO SCALE

Recording Number: 20080437178
Time of recording: 05/16/2008 04:00
Filename: 1656Resolution-20-1-1--
Affidavit: N
Official Records of
Maricopa County Recorder
Helen Purcell
Electronic Recording

When recorded, return to:

Phyllis L. N. Smiley, Esq.
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012

RESOLUTION NO. 2008-74

CITY OF SURPRISE, ARIZONA
ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT

DO NOT REMOVE

This is part of the official document.

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RESOLUTION NO. 2008-74

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS **"CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT"**; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statues, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in **Exhibit A** (such area hereinafter referred to as "District") with such boundaries as shown in the map in **Exhibit B** attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publication or posting of this Resolution provided for in Section 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District; and

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of

publication and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, that:

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvement as so described above.

Section 5. The Improvement, in the opinion of the Mayor and Council of the City, is of more than local or ordinary public benefit and is of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District" and hereby declare that the District is as legally described on **Exhibit A** attached hereto with the boundaries as shown in the map in **Exhibit B** attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the District, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and

towns by the applicable portions of Sections 42-17101 et seq., 42-17151, 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents ($1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not be authorized to engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of constructing street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED, ADOPTED, AND APPROVED by the Mayor and Council, of the City of Surprise, Arizona, this 8th day of May, 2008.

Mayor, City of Surprise, Arizona

ATTEST:

Sherry Aguilar, City Clerk,
City of Surprise, Arizona

REVIEWED BY:

Superintendent of Streets,
City of Surprise, Arizona

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.,
Special Counsel to the
City of Surprise, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2008-74 was duly passed and adopted by the Mayor and Council of the City of Surprise, Arizona, at a meeting held on May 8th, 2008, that the vote thereon was 7 ayes, 0 nays, and that the Mayor and 6 Council members were present thereat.

Clerk, City of Surprise, Arizona

F:\1656\-3\documents\Asante Phase 1 SLIDResolution-Unanimous.doc

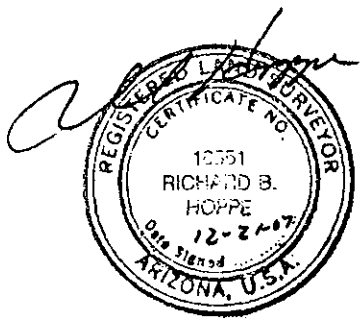
EXHIBIT "A"

Legal Description of the Property

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com



19 December, 2007
Lennar Communities Development, Inc.
ASANTE
Job No. 03101

ASANTE PHASE 1
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.00 FEET;

THENCE NORTH 44 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 470.50 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 351.07 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 42 SECONDS EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,397.52 FEET;

THENCE WEST, A DISTANCE OF 1,025.71 FEET;

THENCE SOUTH 00 DEGREES 51 MINUTES 53 SECONDS WEST, A DISTANCE OF 47.32 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 851.42 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 596.67 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 408.13 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 622.93 FEET;

THENCE NORTH 44 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 463.34 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,432.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 782.01 FEET;

THENCE NORTH 13 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 461.81 FEET;

THENCE SOUTH 58 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 883.19 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,054.26 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 400.50 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 669.79 FEET;

THENCE NORTH 45 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 42.34 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET;

THENCE SOUTH 45 DEGREES 51 MINUTES 43 SECONDS WEST, A DISTANCE OF 42.34 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 669.79 FEET;

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

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

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 883.19 FEET;

THENCE NORTH 58 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 135.00 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.00 FEET;

THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 331.81 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,567.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11 DEGREES 51 MINUTES 44 SECONDS, A DISTANCE OF 324.53 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,567.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 56 SECONDS, A DISTANCE OF 531.17 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 424.70 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 36.50 FEET;

THENCE SOUTH 43 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.04 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 225.00 FEET;

THENCE NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 47.57 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS BEARS NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 40 MINUTES 00 SECONDS, A DISTANCE OF 54.40 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 230.43 FEET;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 550.43 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 124 DEGREES 40 MINUTES 58 SECONDS, A DISTANCE OF 119.69 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 364.06 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65 DEGREES 56 MINUTES 22 SECONDS, A DISTANCE OF 63.30 FEET;

THENCE NORTH 87 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 31.66 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 261.92 FEET;

THENCE NORTH 48 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 128.15 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.70 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47 DEGREES 07 MINUTES 22 SECONDS, A DISTANCE OF 45.24 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 566.00 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 107 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 103.05 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04 DEGREES 28 MINUTES 36 SECONDS, A DISTANCE OF 4.30 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 129.55 FEET;

THENCE NORTH 51 DEGREES 13 MINUTES 03 SECONDS WEST, A DISTANCE OF 51.73 FEET;

THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 99.51 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 26.39 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 175 DEGREES 51 MINUTES 08 SECONDS, A DISTANCE OF 168.81 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43 DEGREES 20 MINUTES 30 SECONDS, A DISTANCE OF 41.61 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 551.71 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50 DEGREES 26 MINUTES 47 SECONDS, A DISTANCE OF 48.43 FEET;

THENCE SOUTH 76 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 45.70 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 43 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 31.89 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.71 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 42 MINUTES 37 SECONDS, A DISTANCE OF 54.44 FEET;

THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 35.60 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 49 DEGREES 27 MINUTES 50 SECONDS WEST, A DISTANCE OF 29.60 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 217.68 FEET;

THENCE NORTH 08 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.00 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 167.79 FEET;

THENCE NORTH 21 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 115.66 FEET;

THENCE NORTH 09 DEGREES 12 MINUTES 02 SECONDS WEST, A DISTANCE OF 141.79 FEET;

THENCE NORTH 37 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.39 FEET;

THENCE NORTH, A DISTANCE OF 107.48 FEET;

THENCE NORTH 36 DEGREES 35 MINUTES 31 SECONDS EAST, A DISTANCE OF 148.21 FEET;

THENCE NORTH 13 DEGREES 27 MINUTES 06 SECONDS EAST, A DISTANCE OF 185.40 FEET;

THENCE NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 70.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 2,065.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 03 MINUTES 14 SECONDS, A DISTANCE OF 650.68 FEET;

THENCE SOUTH 46 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 916.72 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 800.44 FEET;

THENCE NORTH 61 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 1,017.55 FEET;

THENCE NORTH 66 DEGREES 31 MINUTES 54 SECONDS EAST, A DISTANCE OF 198.42 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, WHOSE RADIUS BEARS SOUTH 66 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 2,132.50 FEET;

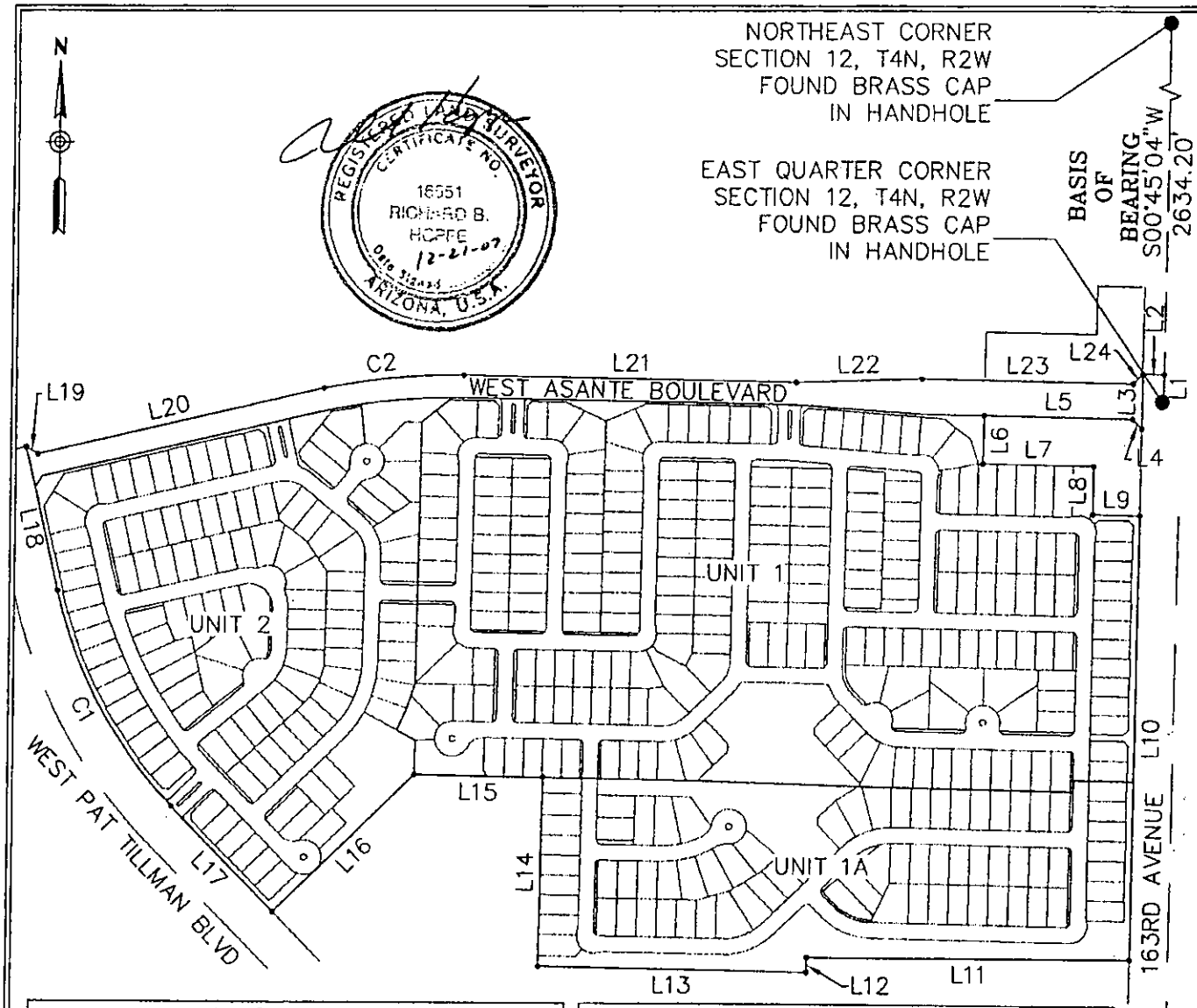
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10 DEGREES 27 MINUTES 53 SECONDS, A DISTANCE OF 389.49 FEET;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,139.64 FEET; TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 12,047,429.35 SQUARE FEET OR 276.57 ACRES, MORE OR LESS.

EXHIBIT "B"

Map of the District



LINE TABLE		
LINE	LENGTH	BEARING
L1	85.26	N 00°45'04" E
L2	67.50	N 89°14'56" W
L3	170.00	S 00°45'11" W
L4	42.51	N 44°08'10" W
L5	470.50	N 89°01'37" W
L6	150.00	S 00°58'23" W
L7	351.07	S 89°01'37" E
L8	150.00	S 00°45'18" W
L9	150.00	S 89°14'42" E
L10	1397.52	S 00°45'18" W
L11	1025.71	WEST
L12	47.32	S 00°51'53" W
L13	851.42	N 89°01'37" W
L14	596.67	N 00°58'23" E

LINE TABLE		
LINE	LENGTH	BEARING
L15	408.13	N 89°01'37" W
L16	622.93	S 45°43'07" W
L17	463.34	N 44°16'53" W
L18	461.81	N 13°00'13" W
L19	42.43	S 58°00'13" E
L20	883.19	N 76°59'47" E
L21	1054.26	S 89°01'37" E
L22	400.50	N 88°06'38" E
L23	669.79	S 89°01'37" E
L24	42.34	N 45°51'43" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	782.01	1432.50	31°16'40"	401.01
C2	496.41	2035.00	13°58'35"	249.44

1982-2007
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

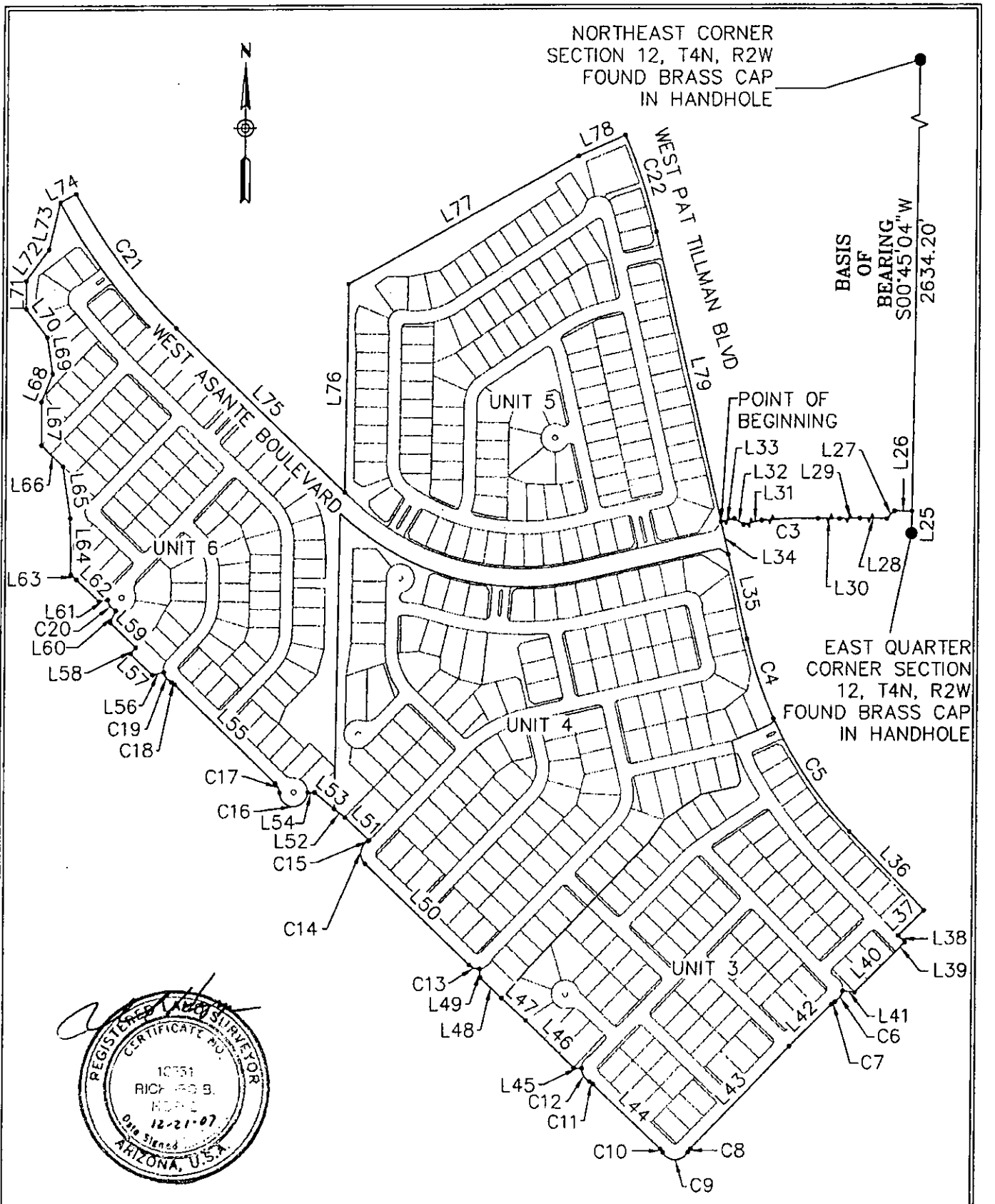
DEI Professional Services, LLC
6225 N 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0038
Fax: (602) 944-8605

ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One Street Light Improvement.dwg

Exhibit **B**

1 OF 3



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ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One_Street Light Improvement.dwg

Exhibit
B
2 OF 3

G:\Dwg\03101\Exhibits\03101-Phase One_Street Light Improvement.dwg, 12/19/2007 7:41:58 AM, \\zeus\HP LaserJet 5200 PCL 6

LINE TABLE		
LINE	LENGTH	BEARING
L25	85.26	N 00°45'04" E
L26	67.50	N 89°14'56" W
L27	42.34	S 45°51'43" W
L28	669.79	N 89°01'37" W
L29	400.50	S 88°06'38" W
L30	1054.26	N 89°01'37" W
L31	883.19	S 76°59'47" W
L32	42.43	N 58°00'13" W
L33	135.00	S 76°59'47" W
L34	130.00	S 13°00'13" E
L35	331.81	S 13°00'13" E
L36	424.70	S 44°16'53" E
L37	140.00	S 45°43'07" W
L38	36.50	S 44°16'53" E
L39	50.04	S 43°17'20" W
L40	225.00	S 45°43'07" W
L41	47.57	N 83°36'24" W
L42	230.43	S 45°43'07" W
L43	550.43	S 43°46'26" W
L44	364.06	N 46°13'34" W
L45	31.66	N 87°37'41" W
L46	261.92	N 46°13'34" W
L47	128.15	N 48°02'06" W
L48	115.00	N 46°13'34" W
L49	33.70	N 03°20'56" W
L50	566.00	N 46°13'34" W
L51	129.55	N 46°13'34" W
L52	51.73	N 51°13'03" W
L53	99.51	N 51°13'03" W
L54	26.39	N 88°44'12" W
L55	551.71	N 46°13'34" W
L56	45.70	S 76°52'44" W
L57	120.00	N 46°13'34" W
L58	31.89	N 43°46'26" E
L59	140.00	N 46°13'34" W
L60	50.71	N 24°26'22" E
L61	35.60	S 81°08'59" W
L62	120.00	N 46°13'34" W
L63	29.60	N 49°27'50" W
L64	217.68	N 01°00'28" W
L65	201.45	N 08°23'45" W
L66	118.00	N 46°13'34" W
L67	167.79	N 00°18'03" W
L68	115.66	N 21°59'17" E
L69	141.79	N 09°12'02" W

LINE TABLE		
LINE	LENGTH	BEARING
L70	137.39	N 37°01'17" W
L71	107.48	NORTH
L72	148.21	N 36°35'31" E
L73	185.40	N 13°27'06" E
L74	70.00	N 61°38'56" E
L75	916.72	S 46°24'18" E
L76	800.44	N 00°42'32" E
L77	1017.55	N 61°17'19" E
L78	198.42	N 66°31'54" E
L79	1139.64	S 13°00'13" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C3	496.41	2035.00	13°58'35"	249.44
C4	324.53	1567.50	11°51'44"	162.85
C5	531.17	1567.50	19°24'56"	268.16
C6	54.40	55.00	56°40'00"	29.66
C7	16.65	55.00	17°20'29"	8.39
C8	16.65	55.00	17°20'29"	8.39
C9	119.69	55.00	124°40'58"	104.94
C10	16.65	55.00	17°20'29"	8.39
C11	16.65	55.00	17°20'29"	8.39
C12	63.30	55.00	65°56'22"	35.68
C13	45.24	55.00	47°07'22"	23.98
C14	103.05	55.00	107°20'29"	74.79
C15	4.30	55.00	04°28'36"	2.15
C16	168.81	55.00	175°51'08"	1518.83
C17	41.61	55.00	43°20'30"	21.85
C18	16.65	55.00	17°20'29"	8.39
C19	48.43	55.00	50°26'47"	25.91
C20	54.44	55.00	56°42'37"	29.68
C21	650.68	2065.00	18°03'14"	328.06
C22	389.49	2132.50	10°27'53"	195.29

1982 - 2007
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ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One_Street Light Improvement.dwg

Exhibit **B**

3 OF 3

RESOLUTION NO. 2008-74

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS **"CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT"**; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statues, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in **Exhibit A** (such area hereinafter referred to as "District") with such boundaries as shown in the map in **Exhibit B** attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publication or posting of this Resolution provided for in Section 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District; and

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of

publication and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, that:

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvement as so described above.

Section 5. The Improvement, in the opinion of the Mayor and Council of the City, is of more than local or ordinary public benefit and is of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District" and hereby declare that the District is as legally described on **Exhibit A** attached hereto with the boundaries as shown in the map in **Exhibit B** attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the District, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and

towns by the applicable portions of Sections 42-17101 et seq., 42-17151, 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents ($1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not be authorized to engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of constructing street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED, ADOPTED, AND APPROVED by the Mayor and Council, of the City of Surprise, Arizona, this 8th day of May, 2008.

Mayor, City of Surprise, Arizona

ATTEST:

Sherry Aguilar, City Clerk,
City of Surprise, Arizona

REVIEWED BY:

Superintendent of Streets,
City of Surprise, Arizona

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.,
Special Counsel to the
City of Surprise, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2008-74 was duly passed and adopted by the Mayor and Council of the City of Surprise, Arizona, at a meeting held on May 8, 2008, that the vote thereon was 7 ayes, 0 nays, and that the Mayor and 6 Council members were present thereat.

Clerk, City of Surprise, Arizona

F:\1656\-3\documents\Asante Phase 1 SLIDResolution-Unanimous.doc

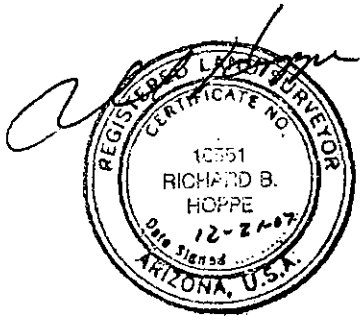
EXHIBIT "A"

Legal Description of the Property

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com



19 December, 2007
Lennar Communities Development, Inc.
ASANTE
Job No. 03101

ASANTE PHASE 1
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.00 FEET;

THENCE NORTH 44 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 470.50 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 351.07 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 42 SECONDS EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,397.52 FEET;

THENCE WEST, A DISTANCE OF 1,025.71 FEET;

THENCE SOUTH 00 DEGREES 51 MINUTES 53 SECONDS WEST, A DISTANCE OF 47.32 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 851.42 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 596.67 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 408.13 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 622.93 FEET;

THENCE NORTH 44 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 463.34 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,432.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 782.01 FEET;

THENCE NORTH 13 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 461.81 FEET;

THENCE SOUTH 58 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 883.19 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,054.26 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 400.50 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 669.79 FEET;

THENCE NORTH 45 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 42.34 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET;

THENCE SOUTH 45 DEGREES 51 MINUTES 43 SECONDS WEST, A DISTANCE OF 42.34 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 669.79 FEET;

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

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

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 883.19 FEET;

THENCE NORTH 58 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 135.00 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.00 FEET;

THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 331.81 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,567.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11 DEGREES 51 MINUTES 44 SECONDS, A DISTANCE OF 324.53 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF *1,567.50 FEET*;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 56 SECONDS, A DISTANCE OF 531.17 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 424.70 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 36.50 FEET;

THENCE SOUTH 43 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.04 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 225.00 FEET;

THENCE NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 47.57 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS BEARS NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 40 MINUTES 00 SECONDS, A DISTANCE OF 54.40 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 230.43 FEET;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 550.43 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 124 DEGREES 40 MINUTES 58 SECONDS, A DISTANCE OF 119.69 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 364.06 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65 DEGREES 56 MINUTES 22 SECONDS, A DISTANCE OF 63.30 FEET;

THENCE NORTH 87 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 31.66 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 261.92 FEET;

THENCE NORTH 48 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 128.15 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.70 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47 DEGREES 07 MINUTES 22 SECONDS, A DISTANCE OF 45.24 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 566.00 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 107 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 103.05 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04 DEGREES 28 MINUTES 36 SECONDS, A DISTANCE OF 4.30 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 129.55 FEET;

THENCE NORTH 51 DEGREES 13 MINUTES 03 SECONDS WEST, A DISTANCE OF 51.73 FEET;

THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 99.51 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 26.39 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 175 DEGREES 51 MINUTES 08 SECONDS, A DISTANCE OF 168.81 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43 DEGREES 20 MINUTES 30 SECONDS, A DISTANCE OF 41.61 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 551.71 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50 DEGREES 26 MINUTES 47 SECONDS, A DISTANCE OF 48.43 FEET;

THENCE SOUTH 76 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 45.70 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 43 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 31.89 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.71 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 42 MINUTES 37 SECONDS, A DISTANCE OF 54.44 FEET;

THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 35.60 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 49 DEGREES 27 MINUTES 50 SECONDS WEST, A DISTANCE OF 29.60 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 217.68 FEET;

THENCE NORTH 08 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.00 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 167.79 FEET;

THENCE NORTH 21 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 115.66 FEET;

THENCE NORTH 09 DEGREES 12 MINUTES 02 SECONDS WEST, A DISTANCE OF 141.79 FEET;

THENCE NORTH 37 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.39 FEET;

THENCE NORTH, A DISTANCE OF 107.48 FEET;

THENCE NORTH 36 DEGREES 35 MINUTES 31 SECONDS EAST, A DISTANCE OF 148.21 FEET;

THENCE NORTH 13 DEGREES 27 MINUTES 06 SECONDS EAST, A DISTANCE OF 185.40 FEET;

THENCE NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 70.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 2,065.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 03 MINUTES 14 SECONDS, A DISTANCE OF 650.68 FEET;

THENCE SOUTH 46 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 916.72 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 800.44 FEET;

THENCE NORTH 61 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 1,017.55 FEET;

THENCE NORTH 66 DEGREES 31 MINUTES 54 SECONDS EAST, A DISTANCE OF 198.42 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, WHOSE RADIUS BEARS SOUTH 66 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 2,132.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10 DEGREES 27 MINUTES 53 SECONDS, A DISTANCE OF 389.49 FEET;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,139.64 FEET; TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 12,047,429.35 SQUARE FEET OR 276.57 ACRES, MORE OR LESS.

EXHIBIT "B"

Map of the District

UNANIMOUS PETITION
FOR FORMATION
OF
CITY OF SURPRISE, ARIZONA
ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT

STATE OF ARIZONA
COUNTY OF MARICOPA
CITY OF SURPRISE

We, the undersigned ("Petitioner"), are the owners, exclusive of mortgagees and other lien holders, of all of the real property with the limits of the area and district legally described in **Exhibit A**, attached hereto, and with such boundaries as shown in the map attached hereto as **Exhibit B** ("District").

We hereby petition the Mayor and Council of the City of Surprise, Arizona ("City") to establish a street light improvement district pursuant to A.R.S. §§ 48-571 et seq., as amended, and specifically, A.R.S. §§ 48-615 – 48-617, for the purpose of purchasing energy for the lighting of public streets and parks within the described District and maintenance of such lighting facilities.

It is hereby requested, that the City Council after verifying that the petition is signed by all of the real property owners, exclusive of mortgagees and other lienholders within the District, and making a finding of such fact, adopt a Resolution of Intention to order the proposed improvements pursuant to A.R.S. § 48-576 ("Improvements"), and request that the City Council assume immediate jurisdiction and order the Improvements pursuant to A.R.S. § 48-581, without the necessity of publication and posting of the Resolution of Intention provided for in A.R.S. § 48-578.

We respectfully request that the District be established as follows:

I. District. The name of the District to be formed shall be "CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT";

II. Authority. The District shall be formed and shall exist, pursuant to the terms and provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended, and subject to A.R.S. § 48-616, as amended;

III. Expenses of the District. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the District, which shall be provided for the levy and collection of taxes upon all the real and personal property in the District, shall publish notice thereof, shall have hearings thereon and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of A.R.S. § 42-17101 et seq., §§ 42-17151 – 42-17152, as amended, and the Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by taxes levied and assessed upon all of the property of the District and collect, as Maricopa County, Arizona ("County") taxes are collected, the

amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. Taxes shall be levied and assessed on the basis of ad valorem taxes upon the assessed value of all the property real and personal in the District.

All statutes providing for the levy and collection of State of Arizona ("State") and County taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, shall be applicable to District taxes as provided to be levied under A.R.S. § 48-616, as amended.

IV. Maximum Assessment. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar Twenty Cents ($1.20) upon each hundred dollars of taxable valuation in any year.

V. Purpose. The District shall be authorized to engage in any activity as provided in A.R.S. § 48-616, as may be amended from time to time, i.e., contracting for and purchasing of energy for street and public park lighting;

VI. Non-Exclusive. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of constructing street lighting facilities within any part or all of the same territory as the District; and

VII. Public Property. Any public street or alley within the area proposed for the District shall be omitted from the assessment. Any lot belonging to the United States, the State, County, City, school district or political subdivision or institution of the State or County that is included within the proposed District shall be omitted from the assessment.

VIII. Public Need. Public convenience and necessity require the adoption of the Resolution.

Petitioner hereby further REPRESENTS and WARRANTS to the City:

That on the date hereof, as shown on the assessment roll for State and County taxes, the real property to be in the District is owned by the Petitioner or, if a person listed on such assessment roll is no longer the owner of real property in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to be the Petitioner;

That the real property to be included in the District will be benefited from the Improvement;

Petitioner ACKNOWLEDGES, COVENANTS to the City and AGREES:

That the Improvements be ordered and expenses of the District be paid for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District;

That the Petitioner shall, at its sole cost and expense, provide to Arizona Public Service Company ("APS") such lighting facilities as may be required by APS and the City. Letters from APS and the City Engineer approving the lighting facilities plans are attached hereto in **Exhibit C**;

That the rate to be paid by the City for purchasing energy for the District shall be the rate described on **Exhibit D** attached hereto, or as may be approved from time to time;

That, pursuant to A.R.S. § 42-17257, as amended, the City must first be authorized by the Arizona Department of Revenue to assess, levy and collect taxes relating to the District;

That LENNAR COMMUNITIES, or any successor shall pay to the City, upon demand, all costs and expenses of the District, including all costs and expenses reasonably related to creating the District and all costs and expenses of purchasing energy for street and public park lighting for the District until such time as the City is actually collecting taxes relating to the District in an amount sufficient to pay all costs and expenses of the District; and

WHEREFORE, Petitioner respectfully prays that this Petition be properly filed as provided by law; that the Mayor and Council of the City adopt the Resolution; and undertake such other orders, acts, procedures and relief as are proper, necessary and appropriate to the purposes of forming the District and to the execution of the purposes for which the District shall be organized as the Mayor and Council of the City deem proper and necessary.

PETITIONER FOR CITY OF SURPRISE, ARIZONA , ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT:

[ALL PROPERTY OWNERS WITHIN THE PROPOSED DISTRICT MUST SIGN. IF PROPERTY IS JOINTLY OWNED, SUCH AS BY HUSBAND AND WIFE, BOTH MUST SIGN.]

PROPERTY OWNER:

ASANTE LH, LLC, a Delaware limited liability company

By: **LCD Asante, LLC**, a Delaware limited liability company, its Manager

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

By: _____

Its: VP

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on 2-28-08, 2008, by Jeff Gunderson, the Vice President of **LENNAR COMMUNITIES DEVELOPMENT, INC.**, a Delaware corporation, who executed the foregoing instrument as Manager of and on behalf of **LCD Asante, LLC**, a Delaware limited liability company, who executed the foregoing instrument as Manager of and on behalf of **ASANTE LH, LLC**, a Delaware limited liability company.

Barbara Behrens
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
BARBARA BEHRENS
Expires December 28, 2009

PROPERTY OWNER:

LENNAR COMMUNITIES DEVELOPMENT, INC., a Delaware corporation

By: _____

Its: VP

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me on 2-28-08, 2008, by Jeff Gunderson, the Vice President of **LENNAR COMMUNITIES DEVELOPMENT, INC.**, a Delaware corporation, who executed the foregoing instrument, on behalf of the corporation.

_____
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
BARBARA BEHRENS
Expires December 28, 2009

PROPERTY OWNER:

ACACIA CREDIT FUND 10-A L.L.C., a Delaware limited liability company

By: **Fund 10-A Management Company L.L.C.**, a Delaware limited liability company, its Managing Member

By: **Acacia Capital Corporation**, a California corporation, its Managing Member

By: Steven S Benson

Its: Exec. Vice President

STATE OF ARIZONA)
) ss.
County of ~~Maricopa~~ PINAL)

The foregoing instrument was acknowledged before me on FEBRUARY 29, 2008, ~~2008~~, by STEVEN S. BENSON, the EXECUTIVE V.P. of **ACACIA CAPITAL CORPORATION**, a California corporation, who executed the foregoing instrument as Managing Member of and on behalf of **Fund 10-A Management Company L.L.C.**, a Delaware limited liability company, who executed the foregoing instrument as Managing Member of and on behalf of **ACACIA CREDIT FUND 10-A L.L.C.**, a Delaware limited liability company.

LORA R. CAMPBELL
Notary Public - Arizona
Pinal County
My Comm. Expires Apr 30, 2008

Lora R Campbell
Notary Public

My Commission Expires: APRIL 30, 2008

PROPERTY OWNER:

HE CAPITAL 232 PHASE I PROPERTY, LLC, a Delaware limited liability company

By: **HE Capital 232 Phase I, LLC**, a Delaware limited liability company, its Member

By: **Ellman Management Group, Inc.**, an Arizona corporation, its Manager

By: _____
Tim Wright, Senior Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on January 23, 2008, 2008, by Tim Wright, the Senior Vice President of **ELLMAN MANAGEMENT GROUP, INC.**, an Arizona corporation, who executed the foregoing instrument as Manager of and on behalf of **HE Capital 232 Phase I, LLC**, a Delaware limited liability company, who executed the foregoing instrument as Member of and on behalf of **HE CAPITAL 232 PHASE I PROPERTY, LLC**, a Delaware limited liability company.

Lynsi F. Waggoner
Notary Public

My Commission Expires: 10/26/2008

"OFFICIAL SEAL"
Lynsi F. Waggoner
Notary Public-Arizona
Maricopa County
My Commission Expires 10/26/2008

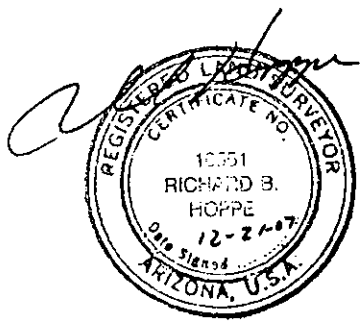
EXHIBIT "A"

Legal Description of the Property

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com



19 December, 2007
Lennar Communities Development, Inc.
ASANTE
Job No. 03101

ASANTE PHASE 1
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.00 FEET;

THENCE NORTH 44 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 470.50 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 351.07 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 42 SECONDS EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,397.52 FEET;

THENCE WEST, A DISTANCE OF 1,025.71 FEET;

THENCE SOUTH 00 DEGREES 51 MINUTES 53 SECONDS WEST, A DISTANCE OF 47.32 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 851.42 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 596.67 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 408.13 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 622.93 FEET;

THENCE NORTH 44 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 463.34 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,432.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 782.01 FEET;

THENCE NORTH 13 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 461.81 FEET;

THENCE SOUTH 58 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 883.19 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,054.26 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 400.50 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 669.79 FEET;

THENCE NORTH 45 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 42.34 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET;

THENCE SOUTH 45 DEGREES 51 MINUTES 43 SECONDS WEST, A DISTANCE OF 42.34 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 669.79 FEET;

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

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

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 883.19 FEET;

THENCE NORTH 58 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 135.00 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.00 FEET;

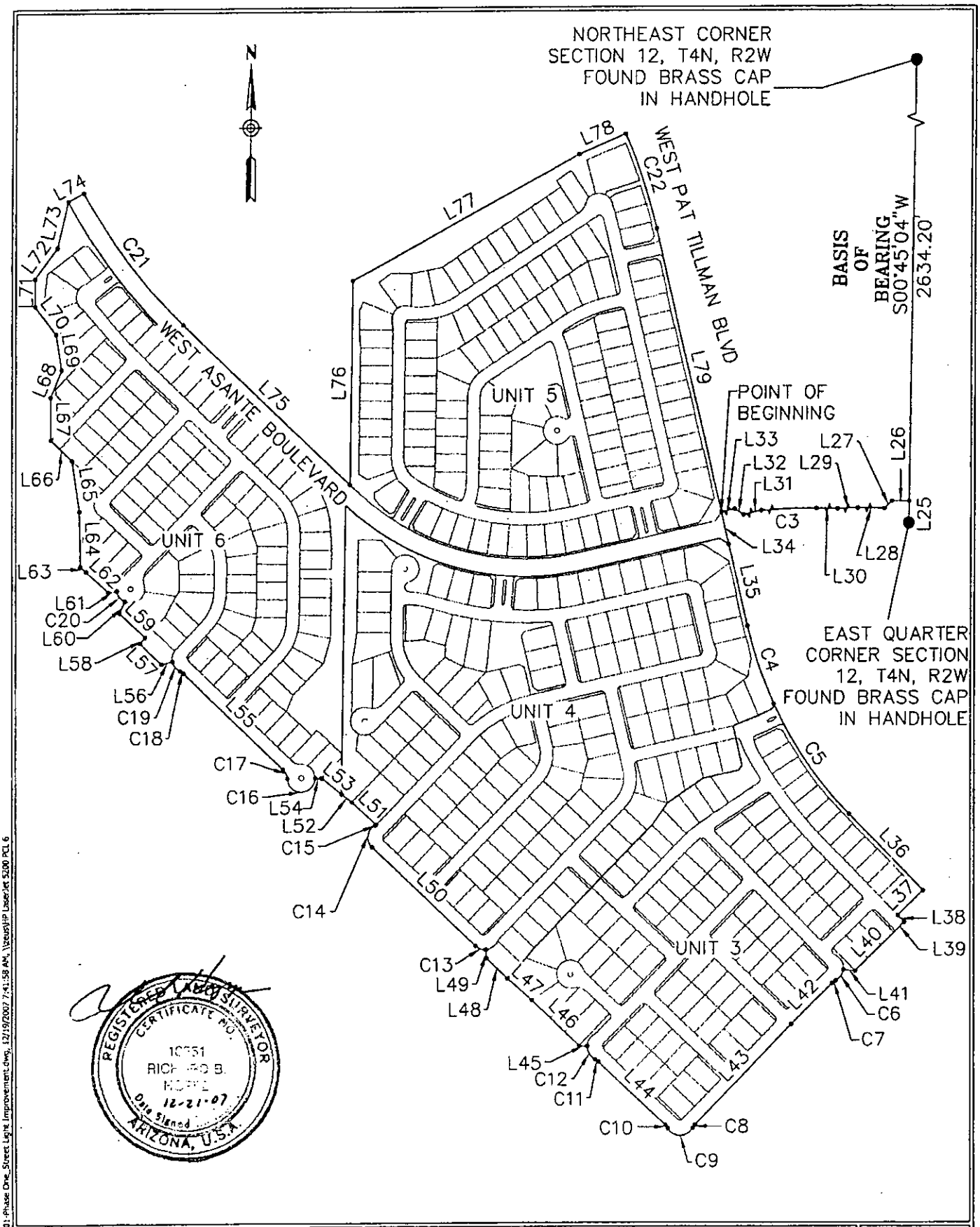
THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 331.81 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,567.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11 DEGREES 51 MINUTES 44 SECONDS, A DISTANCE OF 324.53 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,567.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 56 SECONDS, A DISTANCE OF 531.17 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 424.70 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 140.00 FEET;



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Fax: (602) 944-8605

ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One_Street Light Improvement.dwg

Exhibit
B
2 OF 3

G:\Dwg\03101\Exhibits\03101-Phase One_Street Light Improvement.dwg, 12/19/2007 7:41:58 AM, \\tessy\HP LaserJet 5200 PCL 6

LINE TABLE		
LINE	LENGTH	BEARING
L25	85.26	N 00°45'04" E
L26	67.50	N 89°14'56" W
L27	42.34	S 45°51'43" W
L28	669.79	N 89°01'37" W
L29	400.50	S 88°06'38" W
L30	1054.26	N 89°01'37" W
L31	883.19	S 76°59'47" W
L32	42.43	N 58°00'13" W
L33	135.00	S 76°59'47" W
L34	130.00	S 13°00'13" E
L35	331.81	S 13°00'13" E
L36	424.70	S 44°16'53" E
L37	140.00	S 45°43'07" W
L38	36.50	S 44°16'53" E
L39	50.04	S 43°17'20" W
L40	225.00	S 45°43'07" W
L41	47.57	N 83°36'24" W
L42	230.43	S 45°43'07" W
L43	550.43	S 43°46'26" W
L44	364.06	N 46°13'34" W
L45	31.66	N 87°37'41" W
L46	261.92	N 46°13'34" W
L47	128.15	N 48°02'06" W
L48	115.00	N 46°13'34" W
L49	33.70	N 03°20'56" W
L50	566.00	N 46°13'34" W
L51	129.55	N 46°13'34" W
L52	51.73	N 51°13'03" W
L53	99.51	N 51°13'03" W
L54	26.39	N 88°44'12" W
L55	551.71	N 46°13'34" W
L56	45.70	S 76°52'44" W
L57	120.00	N 46°13'34" W
L58	31.89	N 43°46'26" E
L59	140.00	N 46°13'34" W
L60	50.71	N 24°26'22" E
L61	35.60	S 81°08'59" W
L62	120.00	N 46°13'34" W
L63	29.60	N 49°27'50" W
L64	217.68	N 01°00'28" W
L65	201.45	N 08°23'45" W
L66	118.00	N 46°13'34" W
L67	167.79	N 00°18'03" W
L68	115.66	N 21°59'17" E
L69	141.79	N 09°12'02" W

LINE TABLE		
LINE	LENGTH	BEARING
L70	137.39	N 37°01'17" W
L71	107.48	NORTH
L72	148.21	N 36°35'31" E
L73	185.40	N 13°27'06" E
L74	70.00	N 61°38'56" E
L75	916.72	S 46°24'18" E
L76	800.44	N 00°42'32" E
L77	1017.55	N 61°17'19" E
L78	198.42	N 66°31'54" E
L79	1139.64	S 13°00'13" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C3	496.41	2035.00	13°58'35"	249.44
C4	324.53	1567.50	11°51'44"	162.85
C5	531.17	1567.50	19°24'56"	268.16
C6	54.40	55.00	56°40'00"	29.66
C7	16.65	55.00	17°20'29"	8.39
C8	16.65	55.00	17°20'29"	8.39
C9	119.69	55.00	124°40'58"	104.94
C10	16.65	55.00	17°20'29"	8.39
C11	16.65	55.00	17°20'29"	8.39
C12	63.30	55.00	65°56'22"	35.68
C13	45.24	55.00	47°07'22"	23.98
C14	103.05	55.00	107°20'29"	74.79
C15	4.30	55.00	04°28'36"	2.15
C16	168.81	55.00	175°51'08"	1518.83
C17	41.61	55.00	43°20'30"	21.85
C18	16.65	55.00	17°20'29"	8.39
C19	48.43	55.00	50°26'47"	25.91
C20	54.44	55.00	56°42'37"	29.68
C21	650.68	2065.00	18°03'14"	328.06
C22	389.49	2132.50	10°27'53"	195.29

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ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One_Street Light Improvement.dwg

Exhibit
B
3 OF 3

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 36.50 FEET;

THENCE SOUTH 43 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.04 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 225.00 FEET;

THENCE NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 47.57 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS BEARS NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 40 MINUTES 00 SECONDS, A DISTANCE OF 54.40 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 230.43 FEET;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 550.43 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 124 DEGREES 40 MINUTES 58 SECONDS, A DISTANCE OF 119.69 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 364.06 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65 DEGREES 56 MINUTES 22 SECONDS, A DISTANCE OF 63.30 FEET;

THENCE NORTH 87 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 31.66 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 261.92 FEET;

THENCE NORTH 48 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 128.15 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.70 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47 DEGREES 07 MINUTES 22 SECONDS, A DISTANCE OF 45.24 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 566.00 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 107 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 103.05 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04 DEGREES 28 MINUTES 36 SECONDS, A DISTANCE OF 4.30 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 129.55 FEET;

THENCE NORTH 51 DEGREES 13 MINUTES 03 SECONDS WEST, A DISTANCE OF 51.73 FEET;

THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 99.51 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 26.39 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 175 DEGREES 51 MINUTES 08 SECONDS, A DISTANCE OF 168.81 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43 DEGREES 20 MINUTES 30 SECONDS, A DISTANCE OF 41.61 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 551.71 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50 DEGREES 26 MINUTES 47 SECONDS, A DISTANCE OF 48.43 FEET;

THENCE SOUTH 76 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 45.70 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 43 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 31.89 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.71 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 42 MINUTES 37 SECONDS, A DISTANCE OF 54.44 FEET;

THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 35.60 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 49 DEGREES 27 MINUTES 50 SECONDS WEST, A DISTANCE OF 29.60 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 217.68 FEET;

THENCE NORTH 08 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.00 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 167.79 FEET;

THENCE NORTH 21 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 115.66 FEET;

THENCE NORTH 09 DEGREES 12 MINUTES 02 SECONDS WEST, A DISTANCE OF 141.79 FEET;

THENCE NORTH 37 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.39 FEET;

THENCE NORTH, A DISTANCE OF 107.48 FEET;

THENCE NORTH 36 DEGREES 35 MINUTES 31 SECONDS EAST, A DISTANCE OF 148.21 FEET;

THENCE NORTH 13 DEGREES 27 MINUTES 06 SECONDS EAST, A DISTANCE OF 185.40 FEET;

THENCE NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 70.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 2,065.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 03 MINUTES 14 SECONDS, A DISTANCE OF 650.68 FEET;

THENCE SOUTH 46 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 916.72 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 800.44 FEET;

THENCE NORTH 61 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 1,017.55 FEET;

THENCE NORTH 66 DEGREES 31 MINUTES 54 SECONDS EAST, A DISTANCE OF 198.42 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, WHOSE RADIUS BEARS SOUTH 66 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 2,132.50 FEET;

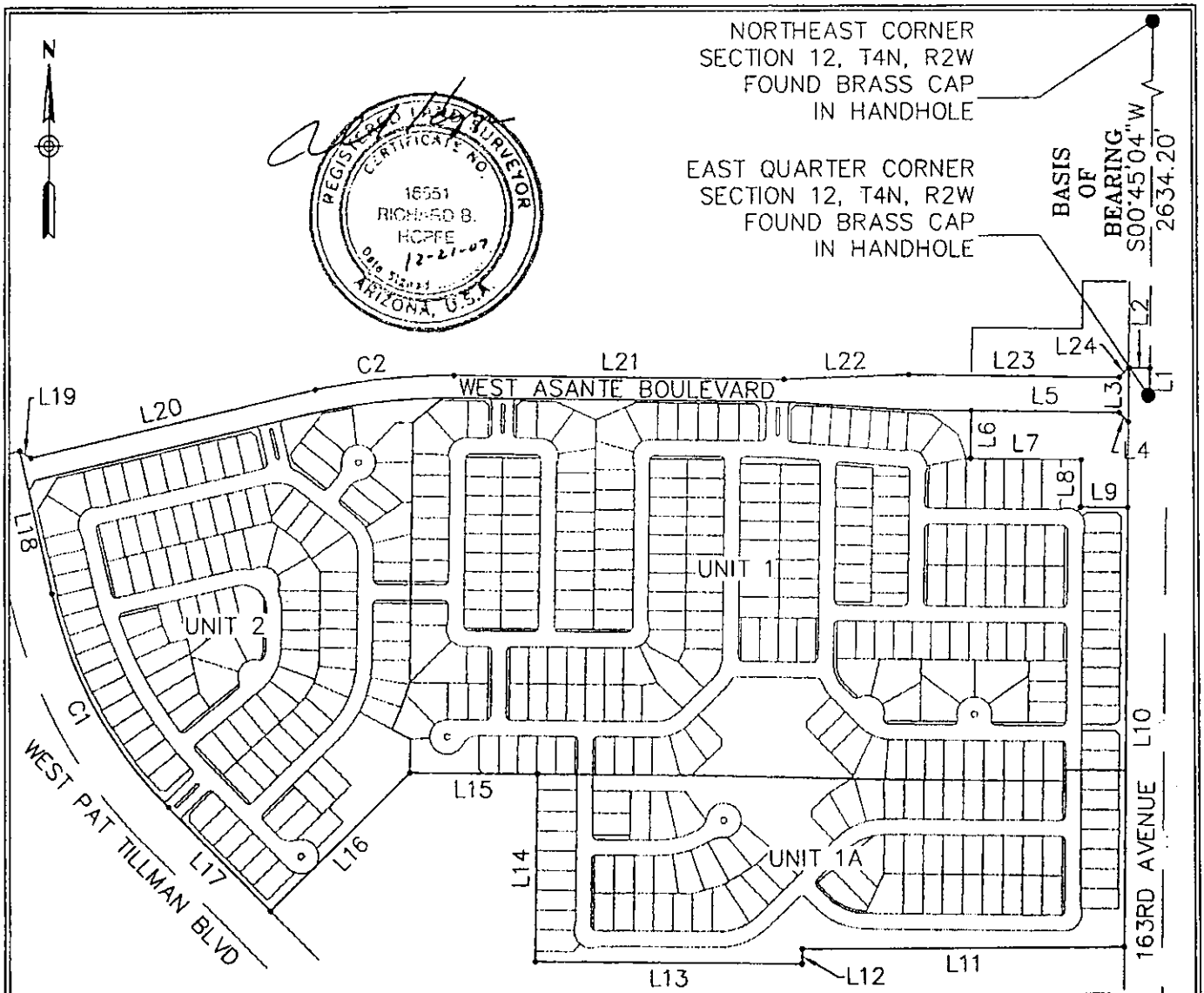
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10 DEGREES 27 MINUTES 53 SECONDS, A DISTANCE OF 389.49 FEET;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,139.64 FEET; TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 12,047,429.35 SQUARE FEET OR 276.57 ACRES, MORE OR LESS.

EXHIBIT "B"

Map of the District



LINE TABLE		
LINE	LENGTH	BEARING
L1	85.26	N 00°45'04" E
L2	67.50	N 89°14'56" W
L3	170.00	S 00°45'11" W
L4	42.51	N 44°08'10" W
L5	470.50	N 89°01'37" W
L6	150.00	S 00°58'23" W
L7	351.07	S 89°01'37" E
L8	150.00	S 00°45'18" W
L9	150.00	S 89°14'42" E
L10	1397.52	S 00°45'18" W
L11	1025.71	WEST
L12	47.32	S 00°51'53" W
L13	851.42	N 89°01'37" W
L14	596.67	N 00°58'23" E

LINE TABLE		
LINE	LENGTH	BEARING
L15	408.13	N 89°01'37" W
L16	622.93	S 45°43'07" W
L17	463.34	N 44°16'53" W
L18	461.81	N 13°00'13" W
L19	42.43	S 58°00'13" E
L20	883.19	N 76°59'47" E
L21	1054.26	S 89°01'37" E
L22	400.50	N 88°06'38" E
L23	669.79	S 89°01'37" E
L24	42.34	N 45°51'43" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	782.01	1432.50	31°16'40"	401.01
C2	496.41	2035.00	13°58'35"	249.44

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ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One Street Light Improvement.dwg

Exhibit B

1 OF 3

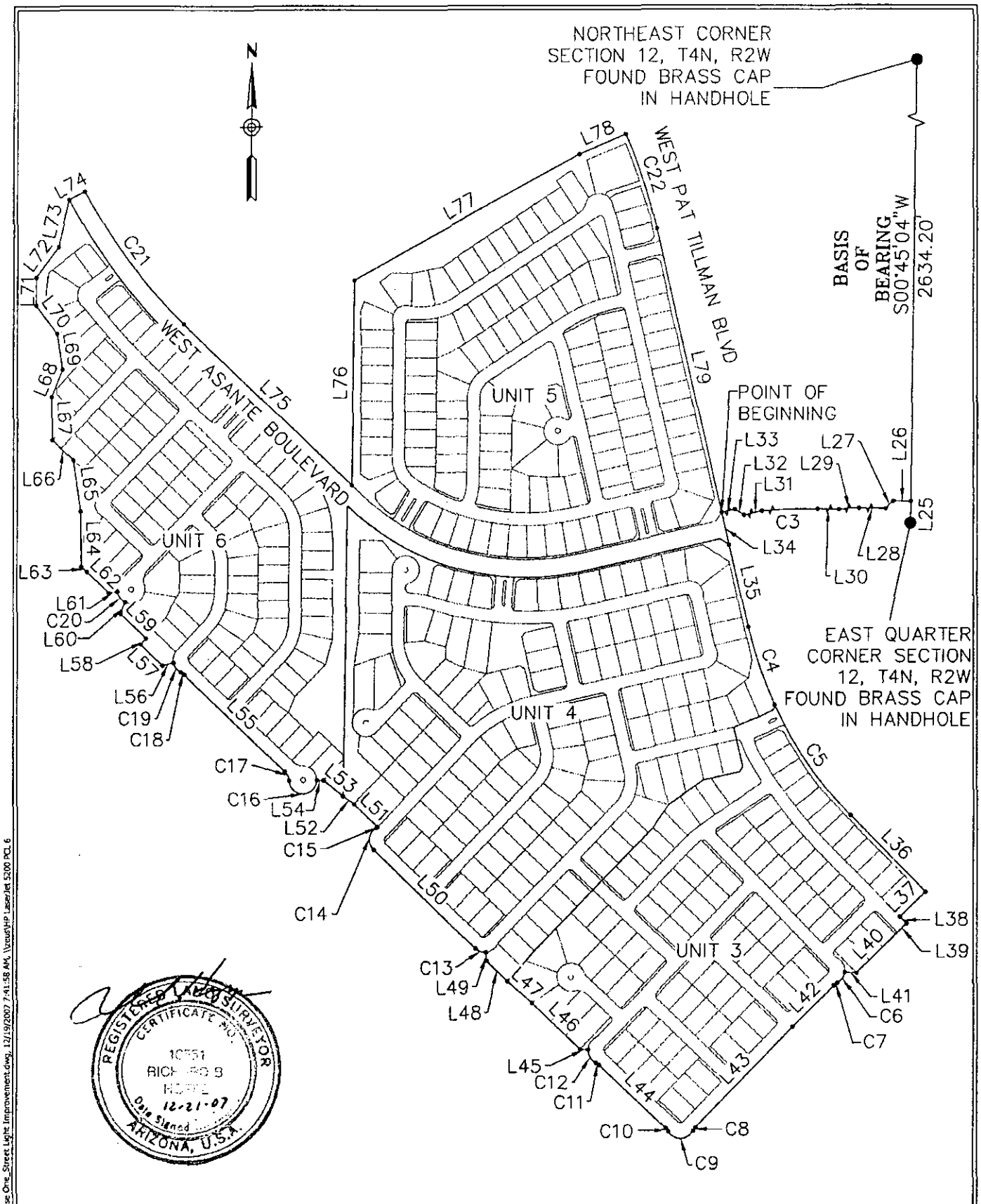

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Exhibit **B**

2 OF 3

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LINE TABLE		
LINE	LENGTH	BEARING
L25	85.26	N 00°45'04" E
L26	67.50	N 89°14'56" W
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L32	42.43	N 58°00'13" W
L33	135.00	S 76°59'47" W
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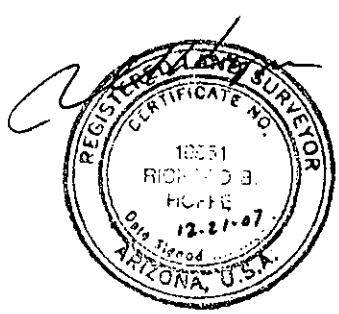
L48	115.00	N 46°13'34" W
L49	33.70	N 03°20'56" W
L50	566.00	N 46°13'34" W
L51	129.55	N 46°13'34" W
L52	51.73	N 51°13'03" W
L53	99.51	N 51°13'03" W
L54	26.39	N 88°44'12" W
L55	551.71	N 46°13'34" W
L56	45.70	S 76°52'44" W
L57	120.00	N 46°13'34" W
L58	31.89	N 43°46'26" E
L59	140.00	N 46°13'34" W
L60	50.71	N 24°26'22" E
L61	35.60	S 81°08'59" W
L62	120.00	N 46°13'34" W
L63	29.60	N 49°27'50" W
L64	217.68	N 01°00'28" W
L65	201.45	N 08°23'45" W
L66	118.00	N 46°13'34" W
L67	167.79	N 00°18'03" W
L68	115.66	N 21°59'17" E
L69	141.79	N 09°12'02" W

LINE TABLE		
LINE	LENGTH	BEARING
L70	137.39	N 37°01'17" W
L71	107.48	NORTH
L72	148.21	N 36°35'31" E
L73	185.40	N 13°27'06" E
L74	70.00	N 61°38'56" E
L75	916.72	S 46°24'18" E
L76	800.44	N 00°42'32" E
L77	1017.55	N 61°17'19" E
L78	198.42	N 66°31'54" E
L79	1139.64	S 13°00'13" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C3	496.41	2035.00	13°58'35"	249.44
C4	324.53	1567.50	11°51'44"	162.85
C5	531.17	1567.50	19°24'56"	268.16
C6	54.40	55.00	56°40'00"	29.66
C7	16.65	55.00	17°20'29"	8.39
C8	16.65	55.00	17°20'29"	8.39
C9	119.69	55.00	124°40'58"	104.94
C10	16.65	55.00	17°20'29"	8.39
C11	16.65	55.00	17°20'29"	8.39
C12	63.30	55.00	65°56'22"	35.68
C13	45.24	55.00	47°07'22"	23.98
C14	103.05	55.00	107°20'29"	74.79
C15	4.30	55.00	04°28'36"	2.15
C16	168.81	55.00	175°51'08"	1518.83
C17	41.61	55.00	43°20'30"	21.85
C18	16.65	55.00	17°20'29"	8.39
C19	48.43	55.00	50°26'47"	25.91
C20	54.44	55.00	56°42'37"	29.68
C21	650.68	2065.00	18°03'14"	328.06
C22	389.49	2132.50	10°27'53"	195.29



1982 - 2007
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

DEI Professional Services, LLC
6225 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0038
Fax: (602) 944-8605

ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One Street Light Improvement.dwg

Exhibit **B**

3 OF 3

EXHIBIT "C"

APS & CITY ENGINEER APPROVAL LETTERS

(SEE DOCUMENT FOLLOWING THIS PAGE)

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W216889**

PROJECT NAME: ASANTE INFRASTRUCTRUE 163ED AVENUE

DEVELOPER: LENNAR DEVELOPMENT COMMUNITIES

LOCATION: 163RD AVENUE AND GRAND AVENUE

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Pam Blackburn

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W216889**

PROJECT NAME: Asante Infrastructure Phase 1

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Pamela J. Blackburn

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301867**

PROJECT NAME: Asante Infrastructure Parcel 1

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Ronald J. Blackburn

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301868**

PROJECT NAME: Asante Infrastructure Parcel 2

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Pamela J. Blackburn

APS DESIGN PROJECT MANAGER

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301869**

PROJECT NAME: Asante Infrastructure Parcel 3

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Pamela J. Beckerman

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301870**

PROJECT NAME: Asante Infrastructure Parcel 4

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Ronald J. Blackburn

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301871**

PROJECT NAME: Asante Infrastructure Parcel 5

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Patrick J Blackburn

APS DESIGN PROJECT MANAGER

APS
THE POWER TO MAKE IT HAPPEN
A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301872**

PROJECT NAME: ASANTE PARCEL 6

DEVELOPER: LENNAR DEVELOPMENT COMMUNITIES

LOCATION: GRAND AVENUE AND 163RD AVENUE

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

APS DESIGN PROJECT MANAGER

SURPRISE
ARIZONA

JUL 13 2006

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: 7/11/2006
Project: Asante Phase I 163 Ave
LIS Engineering #: E06R-0282
Applicant: GTR Engineering
Plan Reviewer: Fred Stevens

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:

Grading/Drainage	___
Water	___
Sewer	___
Paving	___
Street Light	X
Signage & Striping	___
Improvement	___
Other	___

APPROVED PERMITS:

	CITY**	PRIVATE**
Water	___	___
Sewer	___	___
Grading	___	___
Paving	___	___
Concrete	___	___
Dry Well	___	___
Storm Drain	___	___
Dry Utility	X	___
Traffic	___	___

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

The following information is needed to process civil permits.

1. Copy of the Maricopa County Dust Control Permit for the above-mentioned project.
2. Name, address and phone number of Developer, contractor and subcontractor.
3. Copy of Developer, contractor and subcontractors current city business license.
4. **Contractor must provide a written statement indicating the source of construction water.**

Pre-Construction Conference:

Contractor must submit the following at or prior to the pre-construction conference:

- Project schedule
- List of proposed subcontractors and material suppliers
- Traffic control plan(s)
- Designated traffic control coordinator
- List of supervisory personnel and emergency contact name and numbers

As a minimum, the pre-construction conference will cover the following:

- Review of the contractor's schedule;
- Introduction of key project members;
- Quality control efforts by the contractor;
- Plans and specifications clarification;
- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

\\Zeus\City Hall\Engineering\Patsy Fawcett\misc forms\Plan Approval & permit requirments.doc

SURPRISE
ARIZONA

ENGINEERING DEPARMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721
TTY: 623-875-4208

ROUTING TRANSMITTAL

Date: 07/10/06
Project: Asante Phase 1 – 163rd Ave - Street Lights
LIS #: E06R-0282
Engineering Firm: GTR Engineering Inc.
Plan Reviewer: Fred Steeman Jr.

Signatures Required:
_____ Maricopa County
_____ AZ American Water

REVIEW: _____ 1ST ___X___ 2ND _____ 3RD _____ 4TH _____ Final/Original

APPROVED DEVELOPMENT PLANS:		APPROVED PERMITS: CITY	PRIVATE
Grading/Drainage	___	Water	___ ___
Water	___	Sewer	___ ___
Sewer	___	Grading	___ ___
Paving	___	Paving	___ ___
Street Light	X	Concrete	___ ___
Final Plat/MLD	___	Dry Well	___ ___
Striping	___	Storm Drain	___ ___
Drainage Report	___	Irrigation	___ ___
Water Model Report	___		
Other	___		

COMMENTS:

X 40 streets lights are to be added to the City's of Surprise Street Light Energy Billing

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: 7/19/2006
Project: ASANTE PHASE 1 INFRASTRUCTURE
LIS Engineering #: E06R-0281
Applicant: GTR ENGINEERING
Plan Reviewer: OBIORA CHUKUKA

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit (0) hard copies with required signatures listed above.
an AUTOCAD CD of approved plans and an engineers cost estimate

Grading/Drainage	___
Water	___
Sewer	___
Paving	___
Street Light	X
Signage & Striping	___
Improvement	___
Other	___

APPROVED PERMITS:

	CITY**	PRIVATE**
Water	___	___
Sewer	___	___
Grading	___	___
Paving	___	___
Concrete	___	___
Dry Well	___	___
Storm Drain	___	___
Dry Utility	___	___
Traffic	___	___

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

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- Traffic issues;
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SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: 7/13/2006
Project: Asante Phase I Unit 1
LIS Engineering #: E06R-0280
Applicant: GTR Engineering
Plan Reviewer: Bob Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:

Grading/Drainage	___
Water	___
Sewer	___
Paving	___
Street Light	x
Signage & Striping	___
Improvement	___
Other	___

APPROVED PERMITS:

	CITY**	PRIVATE**
Water	___	___
Sewer	___	___
Grading	___	___
Paving	___	___
Concrete	___	___
Dry Well	___	___
Storm Drain	___	___
Dry Utility	x	___
Traffic	___	___

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

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- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

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LETTER OF TRANSMITTAL

SURPRISE
ARIZONA

CITY OF SURPRISE
ENGINEERING DEPARTMENT
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Phone: (623) 583-6025
Fax: (623) 583-0721

TO: GTR

PHONE:

ATTN: Doug Horning

RE: Agave Parcel Unit 1

CASE/ENGINEERING NUMBER: EDER-0280

PLAN REVIEWER: Bob Eboh

☒ REGULAR REVIEW

☐ EXPEDITED REVIEW

DATE RECEIVED: 7/6/06

REVIEW END DATE: 7/13/06

PICK UP DATE:

PLANS AND DRAWINGS:

_____ WATER
_____ SEWER
_____ PAVING
_____ GRADING
_____ DRAINAGE
_____ IMPROVEMENTS
X STREET LIGHTS
_____ SIGNAGE & STRIPING
_____ TRAFFIC SIGNALS
_____ STORM WATER (SWPPP)
_____ FIRELINE
_____ _____

REPORTS:

_____ DRAINAGE REPORT
_____ WATER MODEL REPORT
_____ TRAFFIC IMPACT STUDY
_____ SOILS TEST

FEES IN THE AMOUNT OF:

DATE PAID:

CHECK NUMBER:

ENGINEERING RECEIPT:

FINANCE RECEIPT: 001-000

FOR REVIEW 1st (2nd) 3rd 4th ☒ APPROVED ☐ SIGNATURE DATE ☐ FOR YOUR INFORMATION

_____ _____ SHEETS @ _____ PER SHEET = _____
_____ _____ SHEETS @ _____ PER SHEET = _____
_____ _____ SHEETS @ _____ PER SHEET = _____
_____ _____ SHEETS @ _____ PER SHEET = _____
_____ _____ REPORT @ _____ PER REPORT = _____

REMARKS:

PREPARED BY: _____ TOTAL DUE: _____

NAME/COMPANY: Christi Lowary GTR Engineering DATE: 7-18-06

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 1A
LIS Engineering #: E06R-0353
Applicant: GTR Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for the below plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0554 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

The following information is needed to process civil permits.

1. Copy of the Maricopa County Dust Control Permit for the above-mentioned project.
2. Name, address and phone number of Developer, contractor and subcontractor.
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- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: 7/10/2006
Project: Asante Phase I Unit 2
LIS Engineering #: E06R-0283
Applicant: GTR Engineering
Plan Reviewer: James Tate

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:

Grading/Drainage	___
Water	___
Sewer	___
Paving	___
Street Light	X
Signage & Striping	___
Improvement	___
Other	___

APPROVED PERMITS:

	CITY**	PRIVATE**
Water	___	___
Sewer	___	___
Grading	___	___
Paving	___	___
Concrete	___	___
Dry Well	___	___
Storm Drain	___	___
Dry Utility	X	___
Traffic	___	___

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

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- Traffic issues;
- Safety and daily cleanup;

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Parcel 2
Permits

JUL 12 2006

SURPRISE
ARIZONA

ENGINEERING DEPARMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721
TTY: 623-875-4208

Date: 7/7/06
Project: ASANTE PH I UNIT 2
LIS #: E06R - 0283
Engineering Firm: GTR
Plan Reviewer: TATE

Signatures Required:
____ Maricopa County
____ AZ American Water

REVIEW: ____ 1ST ✓ APPRVD 2ND ____ 3RD ____ 4TH ____ Final/Original

APPROVED DEVELOPMENT PLANS:

Grading/Drainage	—
Water	—
Sewer	—
Paving	—
Street Light	✓
Final Plat/MLD	—
Striping	—
Drainage Report	—
Water Model Report	—
Other	—

APPROVED PERMITS:

	CITY	PRIVATE
Water	—	—
Sewer	—	—
Grading	—	—
Paving	—	—
Concrete	—	—
Dry Well	—	—
Storm Drain	—	—
Irrigation	—	—

COMMENTS:

ENG/CIVIL 08/2005

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 3
LIS Engineering #: E06R-0356
Applicant: Gtr Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for approved plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0556 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

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To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

\\Zeus\City Hall\Engineering\Projects\Residential\ASANTE PAD (FKA Ni - McRae)\PHASE 1 UNIT 3\APPROVAL LETTERS\Streetlight.doc

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 4
LIS Engineering #: E06R-0352
Applicant: Gtr Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for the approved plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0557 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

The following information is needed to process civil permits.

1. Copy of the Maricopa County Dust Control Permit for the above-mentioned project.
2. Name, address and phone number of Developer, contractor and subcontractor.
3. Copy of Developer, contractor and subcontractors current city business license.
4. **Contractor must provide a written statement indicating the source of construction water.**

Pre-Construction Conference:

Contractor must submit the following at or prior to the pre-construction conference:

- Project schedule
- List of proposed subcontractors and material suppliers
- Traffic control plan(s)
- Designated traffic control coordinator
- List of supervisory personnel and emergency contact name and numbers

As a minimum, the pre-construction conference will cover the following:

- Review of the contractor's schedule;
- Introduction of key project members;
- Quality control efforts by the contractor;
- Plans and specifications clarification;
- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 5
LIS Engineering #: E06R-0355
Applicant: Gtr Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for the approved plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0558 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

The following information is needed to process civil permits.

1. Copy of the Maricopa County Dust Control Permit for the above-mentioned project.
2. Name, address and phone number of Developer, contractor and subcontractor.
3. Copy of Developer, contractor and subcontractors current city business license.
4. **Contractor must provide a written statement indicating the source of construction water.**

Pre-Construction Conference:

Contractor must submit the following at or prior to the pre-construction conference:

- Project schedule
- List of proposed subcontractors and material suppliers
- Traffic control plan(s)
- Designated traffic control coordinator
- List of supervisory personnel and emergency contact name and numbers

As a minimum, the pre-construction conference will cover the following:

- Review of the contractor's schedule;
- Introduction of key project members;
- Quality control efforts by the contractor;
- Plans and specifications clarification;
- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

\\Zeus\City Hall\Engineering\Projects\Residential\ASANTE PAD (FKA Ni - McRae)\PHASE 1 UNIT 5\Approval Letter\Streetlights.doc

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 6
LIS Engineering #: E06R-0354
Applicant: Gtr Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for the approved plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0559 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

The following information is needed to process civil permits.

1. Copy of the Maricopa County Dust Control Permit for the above-mentioned project.
2. Name, address and phone number of Developer, contractor and subcontractor.
3. Copy of Developer, contractor and subcontractors current city business license.
4. **Contractor must provide a written statement indicating the source of construction water.**

Pre-Construction Conference:

Contractor must submit the following at or prior to the pre-construction conference:

- Project schedule
- List of proposed subcontractors and material suppliers
- Traffic control plan(s)
- Designated traffic control coordinator
- List of supervisory personnel and emergency contact name and numbers

As a minimum, the pre-construction conference will cover the following:

- Review of the contractor's schedule;
- Introduction of key project members;
- Quality control efforts by the contractor;
- Plans and specifications clarification;
- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

EXHIBIT "D"

CITY PAID RATE SCHEDULE

(SEE DOCUMENT FOLLOWING THIS PAGE)

RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is available in those portions of cities, towns and unincorporated communities in which Company does a general retail electric business and where Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

APPLICATION

This rate schedule is applicable to service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities where such service for the entire area is contracted for from the Company by the city, town, other governmental agencies, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

RATES

The bill shall be computed at the following rates for each type of standard facility and/or service utilized to provide street lighting, plus any adjustments incorporated in this schedule:

1. FIXTURES (Includes Mounting Arm, if Applicable)

				RATES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
A. Acorn	9,500 HPS	100	41	$19.86	$6.76
	16,000 HPS	150	69	22.04	8.55
B. Architectural	9,500 HPS	100	41	11.28	5.38
	16,000 HPS	150	69	13.18	7.20
	30,000 HPS	250	99	15.64	9.25
	50,000 HPS	400	153	19.29	13.30
	14,000 MH	175	72	15.79	8.65
	21,000 MH	250	101	17.92	10.67
	36,000 MH	400	159	22.41	14.67
	8,000 LPS	55	30	16.40	7.20
	13,500 LPS	90	50	19.34	8.69
	22,500 LPS	135	72	22.09	10.60
	33,000 LPS	180	90	26.58	12.49
C. Cobra/Roadway	5,800 HPS	70	29	6.41	3.79
	9,500 HPS	100	41	7.54	4.64
	16,000 HPS	150	69	9.45	6.47
	30,000 HPS	250	99	11.39	8.41
	50,000 HPS	400	153	15.45	12.01

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

					RATES	
		Lumen	Watts	kWh	Investment by Company	Investment By Others
C. Cobra/Roadway (cont.)		14,000 MH	175	72	$10.98	$7.49
		21,000 MH	250	101	12.84	9.31
		36,000 MH	400	159	16.90	12.94
		8,000 FL	100	38	12.62	3.70
D. Decorative Transit		9,500 HPS	100	41	27.22	8.15
		30,000 HPS	250	99	31.16	11.76
E. Flood		30,000 HPS	250	99	15.12	9.40
		50,000 HPS	400	153	18.75	13.04
		21,000 MH	250	101	16.14	9.93
		36,000 MH	400	159	19.68	13.47
F. Post Top	Colonial Gray	8,000 FL	100	38	13.60	3.84
		9,500 HPS	100	41	7.78	4.88
	Colonial Black	9,500 HPS	100	41	8.96	5.05
	Decorative Transit	9,500 HPS	100	41	23.83	7.51
G. FROZEN		4,000 INC	295	103	7.18	7.49
		7,000 MV	175	73	9.30	5.33
		11,000 MV	250	96	11.65	7.10
		20,000 MV	400	150	18.29	10.36

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).

II. POLES

				RATES	
			Height	Investment by Company	Investment By Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	$8.93	$1.23
			22 ft.	10.05	1.38
			25 ft.	10.88	1.50
			30 ft.	12.50	1.72
			32 ft.	13.13	1.74
		2 Simplex Adapters	12 ft.	9.52	1.31
			22 ft.	10.94	1.51
			25 ft.	11.41	1.57
			30 ft.	13.26	1.83
			32 ft.	14.15	1.95
	Square Steel	5"	13 ft.	10.24	1.41
			15 ft.	9.15	1.26
			23 ft.	10.85	1.49
			25 ft.	11.93	1.64
			28 ft.	13.24	1.82
			32 ft.	13.17	1.81
	Concrete		12 ft.	30.51	4.20
	Fiberglass		12 ft.	25.84	3.56
	Decorative Transit Pedestrian	4"	16 ft.	25.19	3.47
	Decorative Transit	6"	30 ft.	48.64	6.70
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	8.59	1.18
			22 ft.	9.71	1.34
			25 ft.	10.53	1.45
			30 ft.	12.16	1.68
			32 ft.	12.78	1.76
		2 Simplex Adapters	12 ft.	9.18	1.26
			22 ft.	10.25	1.41
			25 ft.	11.07	1.52
			30 ft.	12.92	1.78
			32 ft.	13.80	1.90
		3 Bolt Arm	32 ft.	15.86	2.18
	Square Steel	5"	13 ft.	9.90	1.36
			15 ft.	10.13	1.39
			23 ft.	10.51	1.45
			25 ft.	11.59	1.60
			28 ft.	12.89	1.78
			32 ft.	13.38	1.84

II POLES (cont)

				RATES	
			Height	Investment by Company	Investment By Others
C. Direct Bury	Round Steel		19 ft.	13.52	1.86
			30 ft.	10.55	1.95
			38 ft.	12.88	2.00
		Self Support	40 ft.	15.86	2.51
		Stepped	49 ft.	47.69	6.57
	Square Steel	4"	34 ft.	11.65	2.02
		5"	20 ft.	11.06	1.83
			30 ft.	11.52	1.90
			38 ft.	12.51	2.17
	Steel Distribution Pole (for lighting only)		35 ft.	17.27	2.28
D. Post Top	Decorative Transit Anchor Base		16 ft.	25.73	3.54
	Gray Steel/Fiberglass		23 ft.	8.92	1.47
	Black Steel		23 ft.	9.84	1.62
E. Existing distribution pole suitable for streetlight use				1.09	
F. FROZEN	Wood Poles		30 ft.	6.56	1.14
			35 ft.	6.56	1.09

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

		RATES	
	Height	Investment by Company	Investment By Others
A. Flush	4 ft.	$7.27	$1.00
	6 ft.	8.67	1.50
B. Pedestal	8 ft.	9.94	1.73
For 32' Round Steel Pole only	4 ft. 6"	6.89	1.20

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

	RATES
	Company Owned
Underground Circuit Charges:	
a. Per foot of cable, installed under paving	0.11532
b. Per foot of cable, not installed under paving	0.04101

ADJUSTMENTS

1. The Environmental Portfolio Surcharge shall be applied to every retail electric service as set forth in the Company's Rate Schedule EPS-1.

2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Rate Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744.

3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Rate Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.

4. The bill is subject to the Competition Rules Compliance Charge as set forth in the Company's Rate Schedule CRCC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

5. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Rate Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

6. The bill is subject to the Demand Side Management Adjustment charge as set forth in the Company's Rate Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

7. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

2. The Company cannot guarantee that streetlighting facilities will always operate as intended. Therefore, the customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by customer; however, if the maintenance requires cable replacement or repairs, the Company shall use reasonable efforts to complete said repairs within twenty (20) working days.

3. The customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.

NON-STANDARD FACILITIES

Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

EXTENSION OF STREET LIGHTING SYSTEM

The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in Section 6.1.2 of the Company's Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the customer's request, the Company will provide such earthwork for a contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.

NORTH AMERICAN TITLE COMPANY
3200 East Camelback #150
Phoenix, AZ 85018
(602)280-7500

CONDITION OF TITLE REPORT

SCHEDULE A

Fee:	Effective Date:	Order No.:
$500.00	March 24, 2008 at 7:50 a.m.	28100-07-51959
		Customer Ref.: Asante SLID

1. **This report is for informational purposes only and is not to be considered a commitment to insure or a commitment to issue a policy; no insurance, guarantee or other assurance is intended or afforded hereby. This report is for the sole and benefit of the parties set forth in the Number 2 below and liability is hereby limited to the amount of the fee paid.**

   This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B.

2. **For the use and benefit of:**
   City of Surprise

3. **The estate or interest in the land described herein is:**

   Fee

4. **Title to said estate or interest at the date hereof is vested in:**
   Lennar Communities Development, Inc., a Delaware corporation; HE Capital 232 Phase I Property, LLC, a Delaware limited liability company; Acacia Credit Fund 10-A L.L.C., a Delaware limited liability company; Asante LH, LLC, a Delaware limited liability company and City of Surprise

5. **The land referred to in this report is located in Maricopa County, and is described as:**

   LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

NORTH AMERICAN TITLE COMPANY, an Arizona corporation

NOTE: Please direct all inquiries and correspondence to Tim Shaffer, your title officer, at (602)280-7500 or tshaffer@nat.com.

By: Tim Shaffer/ts

EXHIBIT "A"

PARCEL NO. 1:

A parcel of land located within Sections 11, 12 and 13, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of Section 12, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being monumented by a Brass Cap in a handhole, from which the Northeast corner of said Section 12 being monumented by a Brass Cap in a handhole bears North 00 degrees 45 minutes 04 seconds East, a distance of 2634.20 feet;

thence North 00 degrees 45 minutes 04 seconds East, a distance of 85.26 feet;

thence North 89 degrees 14 minutes 56 seconds West, a distance of 67.50 feet, to the POINT OF BEGINNING of the parcel described hereon;

thence South 00 degrees 45 minutes 11 seconds West, a distance of 170.00 feet;

thence North 44 degrees 08 minutes 10 seconds West, a distance of 42.51 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 470.50 feet;

thence South 00 degrees 58 minutes 23 seconds West, a distance of 150.00 feet;

thence South 89 degrees 01 minutes 37 seconds East, a distance of 351.07 feet;

thence South 00 degrees 45 minutes 18 seconds West, a distance of 150.00 feet;

thence South 89 degrees 14 minutes 42 seconds East, a distance of 150.00 feet;

thence South 00 degrees 45 minutes 18 seconds West, a distance of 1397.52 feet;

thence West, a distance of 1025.71 feet;

thence South 00 degrees 51 minutes 53 seconds West, a distance of 47.32 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 851.42 feet;

thence North 00 degrees 58 minutes 23 seconds East, a distance of 596.67 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 408.13 feet;

thence South 45 degrees 43 minutes 07 seconds West, a distance of 622.93 feet;

thence North 44 degrees 16 minutes 53 seconds West, a distance of 463.34 feet, to the beginning of a curve, concave Northeasterly, having a radius of 1432.50 feet;

thence Northwesterly along the arc of said curve to the right through a central angle of 31 degrees 16 minutes 40 seconds, a distance of 782.01 feet;

thence North 13 degrees 00 minutes 13 seconds West, a distance of 461.81 feet;

thence South 58 degrees 00 minutes 13 seconds East, a distance of 42.43 feet;

thence North 76 degrees 59 minutes 47 seconds East, a distance of 883.19 feet, to the beginning of a curve, concave Southerly, having a radius of 2035.00 feet;

thence Easterly along the arc of said curve to the right through a central angle of 13 degrees 58 minutes 35 seconds, a distance of 496.41 feet;

thence South 89 degrees 01 minutes 37 seconds East, a distance of 1054.26 feet;

thence North 88 degrees 06 minutes 38 seconds East, a distance of 400.50 feet;

thence South 89 degrees 01 minutes 37 seconds East, a distance of 669.79 feet;

thence North 45 degrees 51 minutes 43 seconds East, a distance of 42.34 feet, to the POINT OF BEGINNING of the parcel herein described.

PARCEL NO. 2:

A parcel of land located within Sections 11, 12 and 13, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of Section 12, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being monumented by a Brass Cap in a handhole, from which the Northeast corner of said Section 12 being monumented by a Brass Cap in a handhole bears North 00 degrees 45 minutes 04 seconds East, a distance of 2634.20 feet;

thence North 00 degrees 45 minutes 04 seconds East, a distance of 85.26 feet;

thence North 89 degrees 14 minutes 56 seconds West, a distance of 67.50 feet;

thence South 45 degrees 51 minutes 43 seconds West, a distance of 42.34 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 669.79 feet;

thence South 88 degrees 06 minutes 38 seconds West, a distance of 400.50 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 1054.26 feet, to the beginning of a curve, concave Southerly, having a radius of 2035.00 feet;

thence Westerly along the arc of said curve to the left through a central angle of 13 degrees 58 minutes 35 seconds, a distance of 496.41 feet;

thence South 76 degrees 59 minutes 47 seconds West, a distance of 883.19 feet;

thence North 58 degrees 00 minutes 13 seconds West, a distance of 42.43 feet;

thence South 76 degrees 59 minutes 47 seconds West, a distance of 135.00 feet, to the POINT OF BEGINNING of the parcel described hereon;

thence South 13 degrees 00 minutes 13 seconds East, a distance of 130.00 feet;

thence continue Southerly along said line, a distance of 331.81 feet, to the beginning of a curve, concave Easterly, having a radius of 1567.50 feet;

thence Southerly along the arc of said curve to the left through a central angle of 11 degrees 51 minutes 44 seconds, a distance of 324.53 feet, to the beginning of a non-tangent curve, concave Northeasterly, whose

radius bears North 76 degrees 59 minutes 47 seconds East, a distance of 1567.50 feet;

thence Southeasterly along the arc of said curve to the left through a central angle of 19 degrees 24 minutes 56 seconds, a distance of 531.17 feet;

thence South 44 degrees 16 minutes 53 seconds East, a distance of 424.70 feet;

thence South 45 degrees 43 minutes 07 seconds West, a distance of 140.00 feet;

thence South 44 degrees 16 minutes 53 seconds East, a distance of 36.50 feet;

thence south 43 degrees 17 minutes 20 seconds West, a distance of 50.04 feet;

thence South 45 degrees 43 minutes 07 seconds West, a distance of 225.00 feet;

thence North 83 degrees 36 minutes 24 seconds West, a distance of 47.57 feet, to the beginning of a non-tangent curve, concave Northwesterly, whose radius bears North 83 degrees 36 minutes 24 seconds West, a distance of 55.00 feet;

thence Southwesterly along the arc of said curve to the right through a central angle of 56 degrees 40 minutes 00 seconds, a distance of 54.40 feet, to the beginning of a reverse curve, concave Southeasterly, having a radius of 55.00 feet;

thence Southwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet;

thence South 45 degrees 43 minutes 07 seconds West, a distance of 230.43 feet;

thence South 43 degrees 46 minutes 26 seconds West, a distance of 550.43 feet, to the beginning of a curve, concave Southeasterly, having a radius of 55.00 feet;

thence Southwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet, to the beginning of a reverse curve, concave Northerly, having a radius of 55.00 feet;

thence Westerly along the arc of said curve to the right through a central angle of 124 degrees 40 minutes 58 seconds, a distance of 119.69 feet, to the beginning of a reverse curve, concave Southwesterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 364.06 feet, to the beginning of a curve, concave Southwesterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet, to the beginning of a reverse curve, concave Northeasterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the right through a central angle of 65 degrees 56 minutes 22 seconds, a distance of 63.30 feet;

thence North 87 degrees 37 minutes 41 seconds West, a distance of 31.66 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 261.92 feet;

thence North 48 degrees 02 minutes 06 seconds West, a distance of 128.15 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 115.00 feet;

thence North 03 degrees 20 minutes 56 seconds West, a distance of 33.70 feet, to the beginning of a non-tangent curve, concave Northerly, whose radius bears North 03 degrees 20 minutes 56 seconds West, a distance of 55.00 feet;

thence Westerly along the arc of said curve to the right through a central angle of 47 degrees 07 minutes 22 seconds, a distance of 45.24 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 566.00 feet, to the beginning of a curve, concave Easterly, having a radius of 55.00 feet;

thence Northerly along the arc of said curve to the right through a central angle of 107 degrees 20 minutes 29 seconds, a distance of 103.05 feet, to the beginning of a reverse curve, concave Northwesterly, having a radius of 55.00 feet;

thence Northeasterly along the arc of said curve to the left through a central angle of 04 degrees 28 minutes 36 seconds, a distance of 4.30 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 129.55 feet;

thence North 51 degrees 13 minutes 03 seconds West, a distance of 51.73 feet;

thence continue Northwesterly along said line, a distance of 99.51 feet;

thence North 88 degrees 44 minutes 12 seconds West, a distance of 26.39 feet, to the beginning of a non-tangent curve, concave Northerly, whose radius bears North 88 degrees 44 minutes 12 seconds West, a distance of 55.00 feet;

thence Westerly along the arc of said curve to the right through a central angle of 175 degrees 51 minutes 08 seconds, a distance of 168.81 feet, to the beginning of a reverse curve, concave Southwesterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the left through a central angle of 43 degrees 20 minutes 30 seconds, a distance of 41.61 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 551.71 feet, to the beginning of a curve, concave Southwesterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet, to the beginning of a reverse curve, concave Northeasterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the right through a central angle of 50 degrees 26 minutes 47 seconds, a distance of 48.43 feet;

thence South 76 degrees 52 minutes 44 seconds West, a distance of 45.70 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 120.00 feet;

thence North 43 degrees 46 minutes 26 seconds East, a distance of 31.89 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 140.00 feet;

thence North 24 degrees 26 minutes 22 seconds East, a distance of 50.71 feet, to the beginning of a non-tangent curve, concave Northeasterly, whose radius bears North 24 degrees 26 minutes 22 seconds East, a distance of 55.00 feet;

thence Northwesterly along the arc of said curve to the right through a central angle of 56 degrees 42 minutes 37 seconds, a distance of 54.44 feet;

thence South 81 degrees 08 minutes 59 seconds West, a distance of 35.60 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 120.00 feet;

thence North 49 degrees 27 minutes 50 seconds West, a distance of 29.60 feet;

thence North 01 degrees 00 minutes 28 seconds West, a distance of 217.68 feet;

thence North 08 degrees 23 minutes 45 seconds West, a distance of 201.45 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 118.00 feet;

thence North 00 degrees 18 minutes 03 seconds West, a distance of 167.79 feet;

thence North 21 degrees 59 minutes 17 seconds East, a distance of 115.66 feet;

thence North 09 degrees 12 minutes 02 seconds West, a distance of 141.79 feet;

thence North 37 degrees 01 minutes 17 seconds West, a distance of 137.39 feet;

thence North, a distance of 107.48 feet;

thence North 36 degrees 35 minutes 31 seconds East, a distance of 148.21 feet;

thence North 13 degrees 27 minutes 06 seconds East, a distance of 185.40 feet;

thence North 61 degrees 38 minutes 56 seconds East, a distance of 70.00 feet, to the beginning of a non-tangent curve, concave Northeasterly, whose radius bears North 61 degrees 38 minutes 56 seconds East, a distance of 2065.00 feet;

thence Southeasterly along the arc of said curve to the left through a central angle of 18 degrees 03 minutes 14 seconds, a distance of 650.68 feet;

thence South 46 degrees 24 minutes 18 seconds East, a distance of 916.72 feet;

thence North 00 degrees 42 minutes 32 seconds East, a distance of 800.44 feet;

thence North 61 degrees 17 minutes 19 seconds East, a distance of 1017.55 feet;

thence North 66 degrees 31 minutes 54 seconds East, a distance of 198.42 feet, to the beginning of a non-tangent curve, concave Westerly, whose radius bears South 66 degrees 31 minutes 54 seconds West, a distance of 2132.50 feet;

thence Southerly along the arc of said curve to the right through a central angle of 10 degrees 27 minutes 53 seconds, a distance of 389.49 feet;

thence South 13 degrees 00 minutes 13 seconds East, a distance of 1139.64 feet, to the POINT OF BEGINNING of the parcel herein described.

SCHEDULE B

(All recording data refers to records in the office of the County Recorder in the County in which the land is situated.)

1. Taxes for the full year of 2007, a lien now due and payable.
   First half due and payable October 1, 2007 and delinquent on November 1 of that year. Second half payable on or before March 1 of the following year, and delinquent May 1 of that same year.
2. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances as reserved in the Patent recorded in Book 314 of Deeds, Page 213.
3. The effect of Recorded Disclosure for Territory in the Vicinity of a Military Airport recorded in Instrument No. 01-743413.
4. An easement for telecommunications facilities, electrical and gas facilities, and other appurtenances and rights incidental thereto, recorded in Instrument No. 06-1134936.
5. The terms, conditions and provisions as set forth in Development and Cost Sharing Agreement and Escrow Instructions disclosed by Declaration and Memorandum of Agreement recorded in Instrument No. 04-1392500 and thereafter Assumption and Joinder Agreement recorded in Instrument No. 05-235325; Joinder Agreement recorded in Instrument No. 05-1794516 and Assumption and Joinder Agreement recorded in Instrument No. 05-1012119.
6. The terms, conditions and provisions as set forth in Asante Development Agreement recorded in Instrument No. 05-1750101 and thereafter First Amendment recorded in Instrument No. 06-1328209 and Assignment and Assumption of Asante Development Agreement recorded in Instrument No. 07-1067239.
7. The terms, conditions and provisions as set forth in SPA 2 Water Reclamation Facility Development Agreement recorded in Instrument No. 06-659511.
8. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 857 of Maps, Page 17 and thereafter Affidavit of Correction recorded in Instrument Nos. 07-34608 and 06-1668407, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
9. An easement for telecommunications facilities, electrical and gas facilities, and other appurtenances and rights incidental thereto, recorded in Instrument No. 06-1460282.
10. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 885 of Maps, Page 48, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
11. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 888 of Maps, Page 21, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
12. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 888 of Maps, Page 22 and thereafter Affidavit of Correction recorded in Instrument No. 07-985134, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
13. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 885 of Maps, Page 45 and thereafter Affidavit of Correction recorded in Instrument No. 07-943034, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).

SCHEDULE B
(Continued)

14. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 885 of Maps, Page 47 and thereafter Affidavit of Correction recorded in Instrument No. 07-943033, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).

15. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 885 of Maps, Page 46, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).

16. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 888 of Maps, Page 20, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).

17. An Option Agreement, upon the terms and conditions therein, dated May 3, 2006, between Acacia Credit Fund 10-A L.L.C., a Delaware limited liability company, Optionor to Lennar Communities Development, Inc., a Delaware corporation, Optionee, as disclosed by Memorandum of Option Agreement recorded in Instrument No. 06-595531 and re-recorded in Instrument No. 06-1484442.

18. A Sub-Option Agreement, upon the terms and conditions therein, dated August 3, 2007, between Lennar Communities Development, Inc., a Delaware corporation, Optionor, to Lennar Arizona, Inc., an Arizona corporation, Optionee, as disclosed by Memorandum of Sub Option Agreement recorded in Instrument No. 07-896949.

19. DELETED INTENTIONALLY

20. DELETED INTENTIONALLY

21. A Deed of Trust given to secure an indebtedness in the original principal amount shown therein, together with any and all other obligations secured thereby
    Dated: December 28, 2007
    Trustor: HE Capital 232 Phase I Property, LLC, a Delaware limited liability company
    Trustee: North American Title Company
    Beneficiary: NexBank, SSB
    Amount: $7,500,000.00
    Recorded: December 28, 2007 in Instrument No. 07-1357255

22. Taxes for the year of 2008, a lien, but not yet due and payable.
    First half due and payable October 1, of that year and delinquent on November 1 of that year. Second half payable on or before March 1 of the following year, and delinquent May 1 of that same year.

END OF SCHEDULE B

NORTH AMERICAN TITLE GROUP FAMILY OF COMPANIES

Privacy Policy Notice (2/1/08)

We at the North American Title Group family of companies take your privacy very seriously. This Notice is being given on behalf of each of the companies listed below [1] (the "North American Title Companies"), as well as on behalf of North American Advantage Insurance Services, LLC. It explains our policy regarding the personal information of our customers and our former customers.

OUR PRIVACY POLICIES AND PRACTICES

The North American Title Companies

1. **Information North American Title Companies collect, and the sources from which we collect it:**
   On forms related to your real estate transaction, North American Title Companies collect personal information that you, our affiliates or third parties have provided to us, such as, for example, your name, address, and sale price of your home. All of the information that we collect is referred to in this notice as "NAT Collected Information".

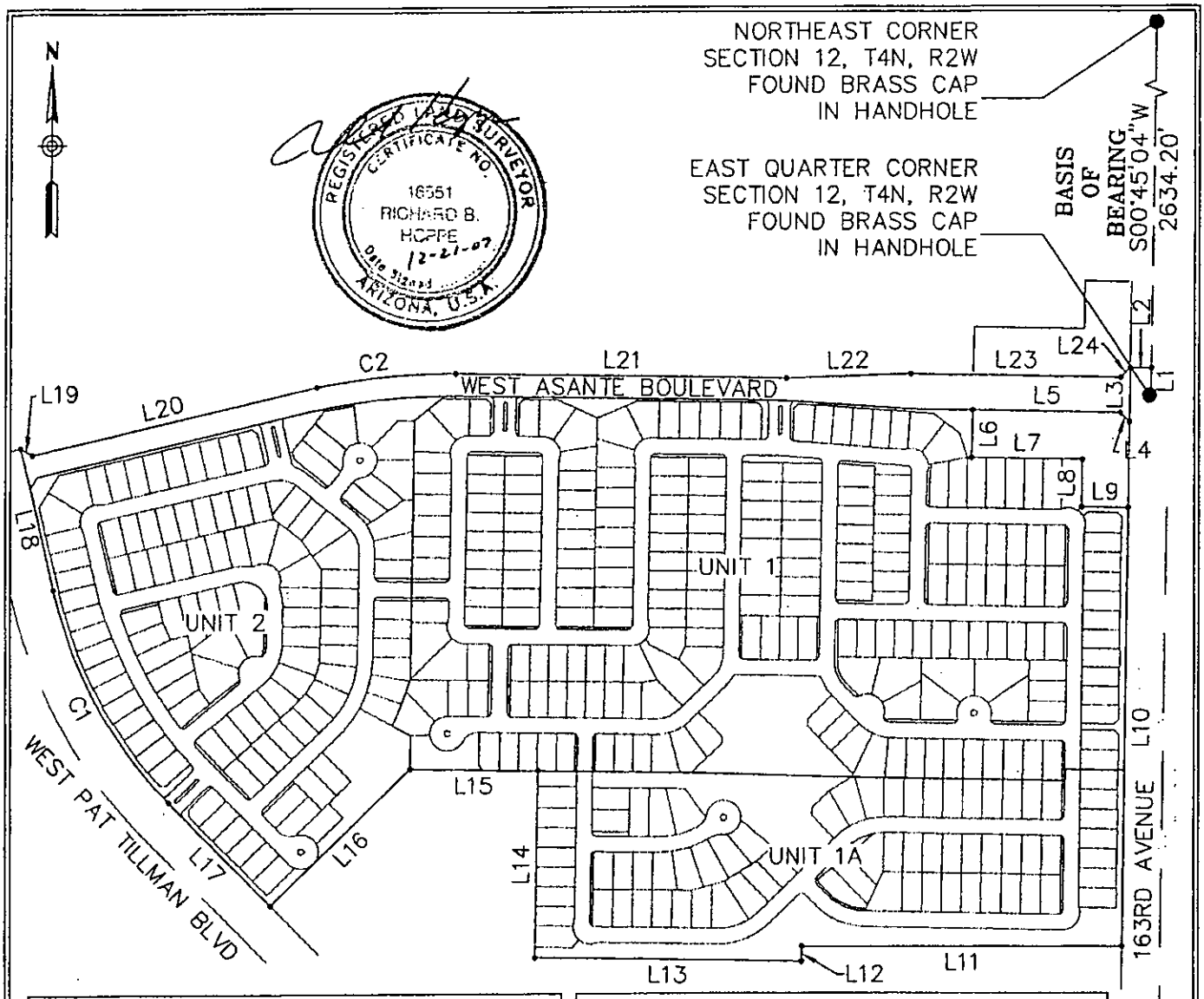
2. **What information North American Title Companies disclose to our affiliates:**
   From time to time, as permitted by law, the North American Title Companies may share NAT Collected Information with each other and with North American Advantage Insurance Services, LLC ("NAAIS") about customers and former customers. You may ask us not to share NAT Collected Information among the North American Title Companies and NAAIS by writing to us and letting us know at: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. Your request will not affect NAT Collected Information that the North American Title Companies are otherwise permitted by law to share, such as, in certain circumstances, NAT Collected Information related to our experiences and transactions with you.

3. **What information North American Title Companies disclose to third parties:**

   - If permitted by federal law and the law of your state, we may disclose some or all of the following information to companies that perform marketing services on our behalf and to certain unaffiliated insurance companies with whom we have joint marketing agreements: your name, current address, purchased property address, and closing date.

   - We also may share NAT Collected Information about customers and former customers with other unaffiliated third parties, as permitted by law. For example, NAT Collected Information may be shared in certain circumstances (A) with companies involved in servicing or processing your account (B) with insurance regulatory authorities, and (C) with law enforcement officials, to protect against fraud or other crimes.

4. **Your right to access your personal information:**
   You have the right to review your personal information that we have on record about you. If you wish to review that information, please contact the local North American Title Company office identified on the title insurance product to which this notice is attached or where you received this notice and give us a reasonable time to make that information available to you. If you believe any information is incorrect, notify us, and if we agree, we will correct it. If we disagree, we will advise you in writing why we disagree.



LINE TABLE		
LINE	LENGTH	BEARING
L1	85.26	N 00°45'04" E
L2	67.50	N 89°14'56" W
L3	170.00	S 00°45'11" W
L4	42.51	N 44°08'10" W
L5	470.50	N 89°01'37" W
L6	150.00	S 00°58'23" W
L7	351.07	S 89°01'37" E
L8	150.00	S 00°45'18" W
L9	150.00	S 89°14'42" E
L10	1397.52	S 00°45'18" W
L11	1025.71	WEST
L12	47.32	S 00°51'53" W
L13	851.42	N 89°01'37" W
L14	596.67	N 00°58'23" E

LINE TABLE		
LINE	LENGTH	BEARING
L15	408.13	N 89°01'37" W
L16	622.93	S 45°43'07" W
L17	463.34	N 44°16'53" W
L18	461.81	N 13°00'13" W
L19	42.43	S 58°00'13" E
L20	883.19	N 76°59'47" E
L21	1054.26	S 89°01'37" E
L22	400.50	N 88°06'38" E
L23	669.79	S 89°01'37" E
L24	42.34	N 45°51'43" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	782.01	1432.50	31°16'40"	401.01
C2	496.41	2035.00	13°58'35"	249.44

1982-2007
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

DEI Professional Services, L.L.C.
6225 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0038
Fax: (602) 944-8605

ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One Street Light Improvement.dwg

Exhibit B

1 OF 3

North American Advantage Insurance Services, LLC

1. **Information North American Advantage Insurance Services, LLC ("NAAIS") collect and sources from which we collect it:**
   NAAIS collects personal information about you from you, our affiliates, or third parties on forms related to your transaction with NAAIS or a North American Title Company, such as your name, address, or information about the property that is or will be insured. We also receive information from companies, which compile and distribute public records. All of the information that NAAIS collects, as described in this paragraph, is referred to in this notice as "NAAIS Collected Information."

2. **Information NAAIS may disclose to its affiliates or third parties:**
   NAAIS may disclose NAAIS Collected Information about you or others without your permission as permitted or required by law, including to the following types of institutions for the reasons described:

   - To a third party or an affiliate if the disclosure will enable that party to perform a business, professional or insurance function for us in connection with an insurance transaction involving you.
   - To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction.
   - To an insurance institution, agent, or credit reporting agency for either this agency or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you.
   - To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities.

3. **Your right to access and amend your personal information:**
   You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within two (2) years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information: You should submit a request in writing to: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. The request should include your name, address, social security number, telephone number, and the recorded information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct, amend, or delete any of your information: You should submit a request in writing to: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. The request should include your name, address, social security number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal, which you will have an opportunity to challenge.

****

SECURITY PROCEDURES

We restrict access to NAT Collected Information and NAAIS Collected Information about you to individuals who need to know such information in order to provide you with your product or service. We maintain physical, electronic and procedural safeguards to protect NAT Collected Information and NAAIS Collected Information about you.

****

CHANGES TO OUR PRIVACY POLICY

This Notice reflects our privacy policy as of February 1, 2008. We reserve the right to change, modify or amend this policy at any time. Please check our Privacy Policy periodically for changes.

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[1] The North American Title Group Family of Companies are: North American Title Company, North American Title Insurance Company, North American Title Alliance, LLC, North American Title Florida Alliance, LLC, North American Services, LLC, North American Exchange Company, North American Title Agency, North American Abstract Agency and North American Legal Services, L.L.C.

****

ACKNOWLEDGEMENT

Your receipt of a copy of the preliminary report, commitment, your policy of insurance, or escrow documents accompanied by this Notice will constitute your acknowledgment of receipt of this Privacy Policy Notice.

SURPRISE
ARIZONA

CITY OF SURPRISE
COUNCIL AGENDA ACTION FORM

Meeting Type: Regular Meeting

Council Meeting Date: May 8, 2008

Submitting Department: City Clerk

Contact Person: Sherry Aguilar, City Clerk

District: Citywide

Internal: XXX

☐ Consent X Regular ☐ Public Hearing Report Only

Agenda Wording:
Discussion, consideration and action to approve Resolution No. 2008-74, a Resolution of the Mayor and Council of the City of Surprise, Arizona, declaring its intention to create a lighting improvement district pursuant to A.R.S. § 48-616 for the purpose of purchasing energy for lighting the public streets for the Asante Phase 1 Lighting Improvement District, legally described in Exhibit A and with boundaries as shown on the map in Exhibit B; declaring such street light improvements to be of more than local or ordinary public benefit and that the expenses of the district be paid for by the levy and collection of ad valorem taxes upon the assessed valuation of all real and personal property in the Asante Phase 1 Lighting Improvement District; and, pursuant to A.R.S. § 48-581(A), ordering the proposed improvements.

Motion:
Motion to approve Resolution No. 2008-74, creating the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District, finding the street lighting improvements to be of more than local or ordinary public benefit, providing that expenses for the district be paid for by the levy and collection of ad valorem taxes upon the assessed valuation of all real and personal property in the district and ordering the proposed improvements.

Background:
The City has verified that the Petition for the proposed streetlight improvement district contains the signatures of all the real property owners in the district, exclusive of mortgagees and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

Financial Impact Statement:
Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Attachments:
On file for review in the City Clerk's Office: Unanimous Petition for Formation of City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District; Title Report, dated March 24, 2008.

Signatures of Submitting Officers:

Mayor / Council	Department Head/Designee	Legal Review
Budget Authorization	City Manager/Designee	Human Resources (If Applicable)

City Clerk's Office Only:

Council Action: Motion/Second		**Results:**	
Shafer	_____	For	_____
Elkins	_____	Against	_____
Bails	_____	Passed	_____
Sullivan	_____	Failed	_____
Arismendez	_____	Continue	_____
Johnson	_____	Tabled	_____
Allen	_____	Absent	_____

Distribution After Council Meeting:

City Clerk's Office

Meeting Requirements:

☐ Powerpoint ☐ Overhead (Elmo) ☐ Flip Chart ☐ White Board ☐ Easel

Presentation Speaker Names (spelling and titles for TV captions):

Sherry Ann Aguilar, City Clerk

#8

SURPRISE
ARIZONA

CITY OF SURPRISE
Main Agenda

May 8, 2008 @ 6:00:00 PM

Back Print

Council Meeting Date:	May 8, 2008	Contact Person:	Sherry Aguilar, City Clerk
Submitting Department:		District:	3
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action on Resolution No. 08-74; a Resolution of the Mayor and Council of the City of Surprise, Arizona, declaring its intention to create a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing energy for lighting the public streets for the Asante Phase 1 Lighting Improvement District, legally described in Exhibit A and with boundaries as shown on the map in Exhibit B; declaring such street light improvements to be of more than local or ordinary public benefit and that the expenses of the district be paid for by the levy and collection of ad valorem taxes upon the assessed valuation of all real and personal property in the Asante Phase 1 Lighting Improvement District, and pursuant to A.R.S. 48-581 (A), ordering the proposed improvements.

Motion:

I move to approve Resolution No. 08-74

Background:

The city has verified that the Petition for the proposed streetlight improvement district contains the signatures of all the real property owners in the district, exclusive of mortgagees and other lien holders.

The city and Arizona Republic Service (APS) have approved the street layout and facilities design. The electric rates are established by the APS tariff.

Financial Impact Statement:

Any financial impact on the city is anticipated to be minimal, as the developer and district will be bearing the costs and expenses of the District and street light improvement facilities.

ATTACHMENTS:

Click to download

- ☐ RESOLUTION
- ☐ LEGAL DESC
- ☐ MAP
- ☐ PETITIONS, LETTERS AND RATES
- ☐ TITLE REPORT

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

The Law Offices of
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205
Telephone (602) 393-1700
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E-mail psmiley@cgsuslaw.com
www.cgsuslaw.com

Michael A. Curtis
Susan D. Goodwin
Kelly Y. Schwab
Phyllis L.N. Smiley
Ian D. Quinn

William P. Sullivan
Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

REFER TO FILE NO. 1656-3 Tab 62

October 22, 2008

Mr. Robert Nilles
Finance Director
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374-9704

RE: Resolution 2008-74: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Dear Mr. Nilles:

Enclosed is the Arizona Department of Revenue's letter approving taxation of the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. A certified copy of the Resolution was forwarded to the Maricopa County Assessor on May 16, 2008. Please note that, pursuant to the Resolution, taxes for this district shall be collected on the basis of ad valorem taxes upon the assessed valuation of the property real and personal in the district.

If you have any questions please feel free to contact us.

Very truly yours,

Phyllis L. N. Smiley
Anja K. Wendel
For the Firm

PLNS/aeh

Enclosure: September 18, 2008 letter from Arizona Department of Revenue

cc: Ms. Sherry Aguilar, City Clerk, City of Surprise (w/ Enclosure)
Mr. Jeff Gunderson, Senior Vice President – Land Development, Lennar Communities Development, Inc. (w/Enclosure)

F:\1656\-3\documents\Asante Phase 1 SLID RN AZDeptRevenue letter FINAL 10-22-08.doc

STATE OF ARIZONA

Department of Revenue
Property Tax Division
Fax (602) 542-4425

Janet Napolitano
Governor
Gale garriott
Director

September 18, 2008

Ms. Phyllis Smiley, For the Firm
City of Surprise
501 East Thomas Road
Phoenix, Arizona 85012-3205

RE: Resolution # 2008-74, State Docket #07-6401-09

District: City of Surprise Asante Phase 1 SLID

Dear Ms. Smiley,

Thank you for providing the necessary information to the Department of Revenue pursuant to A.R.S. 42-17257. To ensure processing and application of any tax levy for tax year 2009, the county assessor should be notitied as soon as possible.

If you have any questions regarding this letter, please contact our office at (602) 716-6832 or direct your inquiries to my email address: fvillaverde@azdor.gov

Sincerely,

Flo Villaverde

Flo Villaverde
Centrally Valued Property - GIS
Telephone: 602 716 6832
Fax: 602 542 4425

cc: Maricopa County Assessor - without attachments.
cc: Maricopa Clerk of the Board of Supervisor - without attachments.

The Law Offices of
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501 East Thomas Road
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Ian D. Quinn

William P. Sullivan
Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

REFER TO FILE NO. 1656-3 Tab 62

May 27, 2008

Ms. Sherry Aguilar
City Clerk
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374-9704

Re: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Dear Sherry:

Enclosed for your files is the original recorded Resolution 2008-74, establishing the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. We will notify the City Finance Director when we receive approval of the taxation from the Arizona Department of Revenue.

It was a pleasure working with you. Please feel free to contact us if you have any questions or concerns regarding this matter.

Very truly yours,

Phyllis L. N. Smiley
Anja K. Wendel
For the Firm

PLNS/cj

Enclosures: Recorded Resolution No. 2008-74

cc: Mr. Robert Nilles, Finance Director, City of Surprise (w/out enclosure)
Michael D. Bailey, Esq., City Attorney (w/out enclosure)

F:\1656\-3\documents\Asante Phase 1 Clerk recd resolution letter.doc

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Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

REFER TO FILE NO. 1656-3 Tab 62

May 27, 2008

Mr. Jeff Gunderson
Senior Vice President – Land Development
Lennar Communities Development, Inc.
1150 w. Grove Parkway #110
Tempe, Arizona 85283

Re: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Dear Mr. Gunderson:

Enclosed for your files is a copy of the recorded Resolution 2008-74, establishing the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. We have not yet received approval from the Arizona Department of Revenue, but will notify the City's Finance Director when we do.

It was a pleasure working with you. Please feel free to contact us if you would like to establish another lighting improvement district or require our services on another matter.

Very truly yours,

Phyllis L. N. Smiley
Anja K. Wendel
For the Firm

PLNS/cj

Enclosure: Copy of recorded Resolution 2008-74

cc: Ms. Sherry Aguilar, City Clerk, City of Surprise (w/o Enclosure)
Mr. Robert Nilles, Finance Administrator (w/o Enclosure)
Michael D. Bailey, Esq., City Attorney (w/o Enclosure)

F:\1656\-3\documents\Asante Phase 1 Developer recd resolution letter.doc

The Law Offices of
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205
Telephone (602) 393-1700
Facsimile (602) 393-1703
E-mail psmiley@cgsuslaw.com
Website: www.cgsuslaw.com

Michael A. Curtis
Susan D. Goodwin
Kelly Y. Schwab
Phyllis L.N. Smiley
Ian D. Quinn

William P. Sullivan
Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

Refer to File No. 1656-3 Tab 62

May 16, 2008

MARICOPA COUNTY ASSESSOR
301 West Jefferson, Suite 113
Phoenix, Arizona 85003-2113

Re: Notice of New Taxing District

To Whom It May Concern:

Pursuant to A.R.S. § 42-17257, the City of Surprise hereby notifies you of the establishment of a new taxing district, hereinafter referred to as "City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District" for the purposes of assessment and tax levying.

Enclosed is a certified copy of Resolution No. 2008-74, establishing the district.

If you have any questions, please contact us at (602) 393-1700.

Sincerely,

Phyllis L. N. Smiley
For the Firm

PLNS/cj

Enclosures: Resolution, with attached:
Legal Description
Map of Affected Area

cc: Ms. Sherry Aguilar, City Clerk (w/o Enclosure)
Mr. Robert Nilles, City Finance Administrator (w/o Enclosure)
Mr. Jeffery Gunderson, Lennar Development Communities, Inc. (w/o Enclosure)

F:\1656\-3\letters\Asante Phase 1 County Assessor - notice.doc

The Law Offices of
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
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Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

Refer to File No. 1656-3 Tab 62

May 16, 2008

Mr. Jeffery Gunderson
Lennar Communities Development, Inc.
1150 W. Grove Parkway, #108 & 110
Tempe, Arizona 85283

RE: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Dear Mr. Gunderson:

Enclosed for your files is a certified copy of Resolution 2008-74 adopted by the City of Surprise establishing the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. The Resolution was adopted by the City Council on May 8, 2008. We are notifying the County Assessor, Arizona Department of Revenue, and Arizona Public Service Company that the Resolution creating the District was adopted and are in the process of having the Resolution recorded with the Maricopa County Recorder. We will send you a copy of the recorded document when we receive it.

Please feel free to contact us if you have any further questions or concerns regarding this matter.

Very truly yours,

Phyllis L. N. Smiley
For the Firm

PLNS/cj

Enclosures: Resolution 2008-74 with attached:
Legal Description
Map of affected area

cc: Ms. Sherry Aguilar, City Clerk, City of Surprise (w/o Enclosures)
Mr. Robert Nilles, City Finance Director (w/o Enclosures)

F:\1656\-3\letters\Asante Phase 1 SLIDDeveloper cert resolution.doc

The Law Offices of
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205
Telephone (602) 393-1700
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Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

Refer to File No. 1656-3 Tab 62

May 16, 2008

ARIZONA DEPARTMENT OF REVENUE
Property Division, GIS
1600 West Monroe, 8th Floor
Phoenix, Arizona 85007

Re: Notice of New Taxing District

To Whom It May Concern:

Pursuant to A.R.S. § 42-17257, the City of Surprise hereby notifies you of the establishment of a new taxing district, hereinafter referred to as "City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District" for the purposes of assessment and tax levying.

Enclosed is a certified copy of Resolution No. 2008-74, establishing the district.

If you have any questions, please contact us at (602) 393-1700.

Sincerely,

Phyllis L. N. Smiley
For the Firm

PLNS/cj

Enclosures: Resolution, with attached:
Legal Description
Map of Affected Area

cc: Ms. Sherry Aguilar, City Clerk (w/o Enclosure)
Mr. Robert Nilles, Finance Administrator (w/o Enclosure)
Mr. Jeffery Gunderson, Lennar Communities Development, Inc. (w/o Enclosure)

F:\1656\-3\letters\Asante Phase 1 AZDeptRev - notice - unanimous.doc

The Law Offices of
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205
Telephone (602) 393-1700
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Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

Refer to File No. 1656-3 Tab 62

May 16, 2008

Mr. Randy Edwards
Section Leader, Outdoor Lighting Department
Arizona Public Service Company
P.O. Box 53933
Mail Station 3532
Phoenix, Arizona 85072-3933

Re: Notice of New Lighting Improvement District

Dear Randy:

The City of Surprise has adopted the resolution establishing the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. Enclosed, for your files, is a copy of Resolution No. 2008-74, establishing the district.

If you have any questions please contact us at (602) 393-1700.

Very truly yours,

Phyllis L. N. Smiley
For the Firm

PLNS/cj

Enclosure: Resolution No. 2008-74, with attached:
Legal Description
Map of Affected Area

cc: Ms. Sherry Aguilar, City Clerk (w/o Enclosure)
Mr. Robert Nilles, Finance Administrator (w/o Enclosure)
Jeff Gunderson, Lennar Communities Development, Inc. (w/o Enclosure)

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PRIVILEGED
COUNSEL - CLIENT

CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.

MEMORANDUM

TO: Ms. Sherry Aguilar, City Clerk, City of Surprise

FROM: Phyllis L. N. Smiley, Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C., Special Counsel to the City of Surprise

DATE: April 18, 2008

RE: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Enclosed for placement on the May 8, 2008 Council Agenda are the following:

1. Council Agenda Action Form;

2. Resolution No. 2008-74 (five originals, signed by our office).

Enclosed for the City Clerk's file are the following:

1. Unanimous Petition with Exhibits
   - A. Legal Description
   - B. Map
   - C. City Engineer's Design Approval Letter(s) and APS Facilities Approval Letter(s)
   - D. APS Electric Rates;

2. Title Status Report for property within the District dated March 24, 2008.

After the Resolution is adopted, please immediately forward it to us for recording.

PLNS/kmr

Enclosures: As noted

cc: Mr. Robert Nilles, City Finance Administrator (w/o Enclosures)
Mr. Bob Maki, City Engineer (w/o Enclosures)
Ms. Cindy Coen, Permit Technician II (w/o Enclosures)
Mr. Michael Bailey, City Attorney (w/o Enclosures)
File 1656-3 Tab 62

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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023
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

Agenda Wording:
Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Asante Phase 1 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-47.

Motion:
I move to approve Resolution No. 2023-47.

Background:
Asante Phase 1 was formed on May 8, 2008 (Resolution 2008-74). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 23 (estimated) new lights are proposed within this enlargement which are local, collector and will be billed to the Asante Phase 1 SLID. The arterial roads (if applicable) will be billed to the City's SLID account.

Objective Analysis:
A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The district is paid for by the levy and collection of ad valorem of taxes based on the number and classification of properties within the district. The enlargement of the SLID will only affect the parcels joining the district, as the valuation of the property may be increased.

Policy Compliant:
The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is

consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the ratio of the new lights to existing lights is very small.

Budget Impact:

At this time, no impact on the FY2023 budget is anticipated. The ratio of new lights to existing lights is very small. Therefore, any increase in energy expenses can be absorbed. The FY2024 budget will be set to include the enlargement. A separate fund for this district is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full-time equivalent count.

ATTACHMENTS:

1. 01 Res 2023-47 SLID Enlargement asante 2.13
2. 02 SLID PETITION ASANTE 2.13
3. 03 streetlight plan asante 2.13
4. 04 council map- REVISED
5. 05 Res 08-074- Asante Phase 1

RESOLUTION # 2023-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA ASANTE PHASE 1 AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on *May 8, 2008* the Mayor and City Council of the City of Surprise adopted Resolution No. 2008-74, ordering the formation of the City of Surprise, Arizona *Asante Phase 1* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID") when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement*. The City of Surprise, Arizona *Asante Phase 1* shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2023/2024 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

APPROVED AND ADOPTED this _____day of _____, 2023.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

EXHIBIT A
ASANTE PARCEL 2.13
STREETLIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 12 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 11THEREOF BEARS NORTH 89°21'01" WEST, 5276.50 FEET;

THENCE NORTH 89°21'01" WEST, 635.52 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°38'59" EAST, 494.25 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF W ASANTE BLVD AS RECORDED IN BOOK 857, PAGE 17, MARICOPA COUNTY RECORDS TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET, THE CENTER OF WHICH BEARS NORTH 44°54'15" EAST, BEING THE **POINT OF BEGINNING**;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°06'24", AN ARC LENGTH OF 364.25 FEET TO THE NORTHEASTERLY LINE OF W ASANTE BLVD AS RECORDED IN BOOK 1452, PAGE 20, MARICOPA COUNTY RECORDS TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 187.00 FEET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHEASTERLY LINE:

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°28'14", AN ARC LENGTH OF 70.08 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 213.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°44'53", AN ARC LENGTH OF 65.98 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2042.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°55'39", AN ARC LENGTH OF 104.34 FEET TO THE EASTERLY BOUNDARY LINE OF THE FINAL PLAT FOR HERITAGE ASANTE PARCEL 1 AS RECORDED IN BOOK 1463, PAGE 20, MARICOPA COUNTY RECORDS;

THENCE THE FOLLOWING SEVEN (7) COURSES ALONG SAID EASTERLY BOUNDARY LINE:

THENCE LEAVING SAID NORTHEASTERLY LINE, NORTH 60°51'30" EAST, 171.76 FEET;

THENCE NORTH 57°16'35" EAST, 69.04 FEET;

THENCE NORTH 50°38'45" EAST, 61.11 FEET;

THENCE NORTH 39°06'51" EAST, 62.76 FEET;

THENCE NORTH 38°03'56" EAST, 191.80 FEET;

THENCE NORTH 61°33'28" EAST, 518.15 FEET;

THENCE NORTH 43°31'21" EAST, 745.02 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF W PAT TILLMAN BLVD AS RECORDED IN BOOK 885, PAGE 46, MARICOPA COUNTY RECORDS;

THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE:

THENCE LEAVING SAID EASTERLY BOUNDARY LINE, SOUTH 46°28'39" EAST, 347.81 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2132.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°41'32", AN ARC LENGTH OF 174.64 FEET TO A NON-TANGENT LINE;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE,
SOUTH 41°48'34" WEST, 35.80 FEET;

THENCE SOUTH 49°49'37" WEST, 120.02 FEET;

THENCE SOUTH 48°37'33" WEST, 50.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1775.00 FEET, THE CENTER OF WHICH BEARS SOUTH 48°37'33" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°59'44", AN ARC LENGTH OF 30.84 FEET TO A NON-TANGENT LINE;

THENCE NORTH 89°35'06" WEST, 20.72 FEET;

THENCE SOUTH 41°06'19" EAST, 110.66 FEET;

THENCE SOUTH 43°31'21" WEST, 480.00 FEET;

THENCE SOUTH 46°28'39" EAST, 115.00 FEET;

THENCE SOUTH 43°31'21" WEST, 19.29 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 575.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°50'42", AN ARC LENGTH OF 98.80 FEET TO A NON-TANGENT LINE;

THENCE NORTH 78°34'52" WEST, 27.25 FEET;

THENCE SOUTH 57°51'25" WEST, 50.00 FEET;

THENCE SOUTH 14°51'53" WEST, 27.68 FEET;

THENCE SOUTH 61°17'19" WEST, 79.78 FEET;

THENCE NORTH 28°42'41" WEST, 121.52 FEET;

THENCE SOUTH 59°41'10" WEST, 80.36 FEET;

THENCE SOUTH 51°14'57" WEST, 87.35 FEET;

THENCE SOUTH 43°23'36" WEST, 75.86 FEET;

THENCE SOUTH 46°06'58" WEST, 490.47 FEET;

THENCE NORTH 41°41'09" WEST, 140.39 FEET;

THENCE SOUTH 02°33'26" WEST, 25.43 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1855.00 FEET, THE CENTER OF WHICH BEARS NORTH 46°29'30" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°14'33", AN ARC LENGTH OF 40.22 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 45°14'57" WEST, 50.00 FEET;

THENCE SOUTH 00°43'42" EAST, 14.30 FEET;

THENCE SOUTH 43°35'42" WEST, 108.45 FEET;

THENCE SOUTH 89°47'26" WEST, 9.69 FEET;

THENCE SOUTH 48°31'04" WEST, 34.99 FEET TO THE POINT OF BEGINNING.

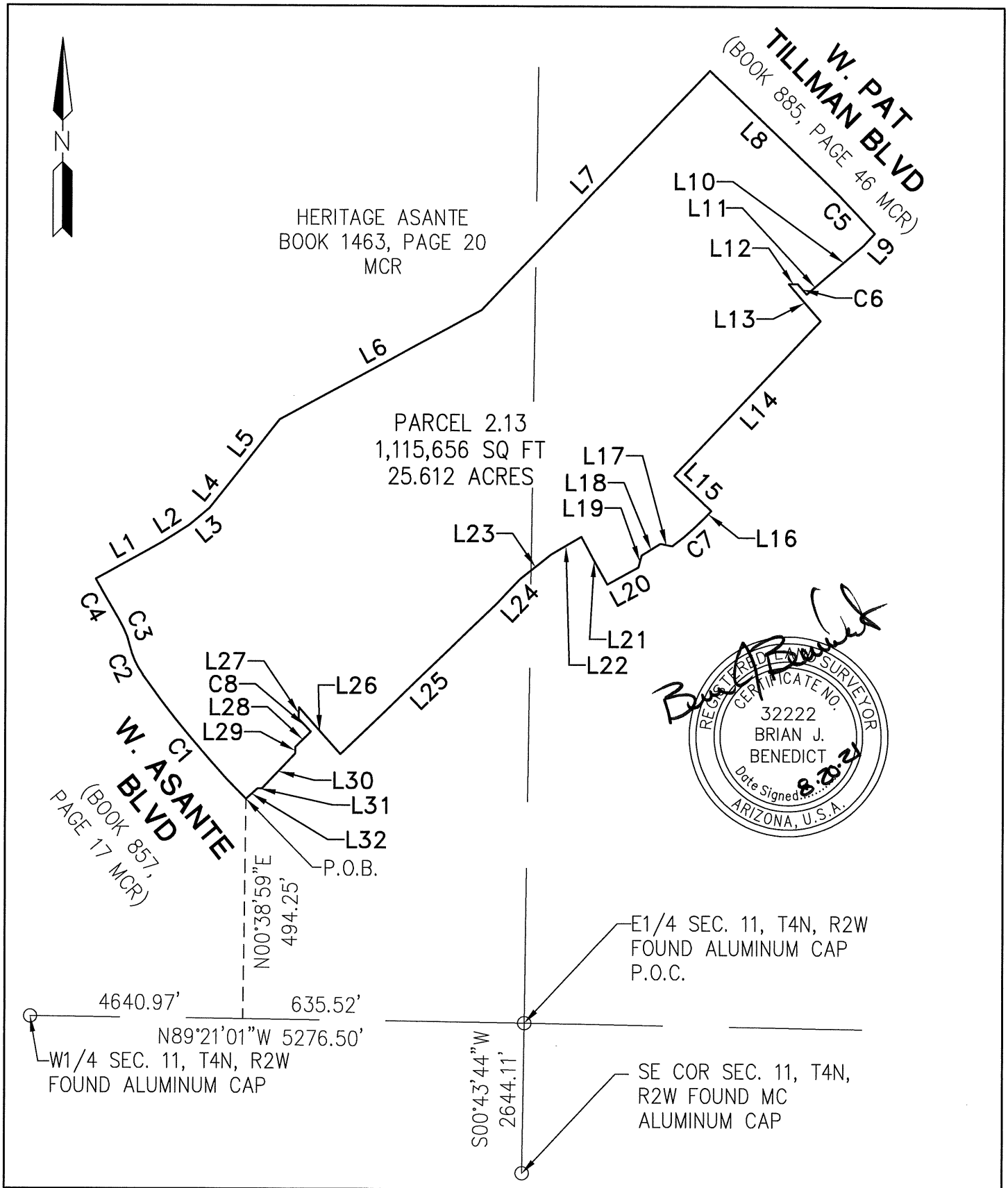
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 1,115,656 SQ. FT. (25.612 ACRES) MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY LAND DIVISION RESTRICTIONS.

PREPARED BY: HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, AZ 85016
PROJECT NO. 1909
DATE: AUG 2021

EXHIBIT B

Map



PROJ.NO.:	1909
DATE:	AUG 2021
SCALE:	NTS
DRAWN BY:	DSP
CHECKED BY:	BJB

ASANTE
UNIT 2.13
STREETLIGHT IMPROVEMENT DISTRICT

EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

©2021, HILGARTWILSON, LLC

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N60°51'30"E	171.76'
L2	N57°16'35"E	69.04'
L3	N50°38'45"E	61.11'
L4	N39°06'51"E	62.76'
L5	N38°03'56"E	191.80'
L6	N61°33'28"E	518.15'
L7	N43°31'21"E	745.02'
L8	S46°28'39"E	347.81'
L9	S41°48'34"W	35.80'
L10	S49°49'37"W	120.02'
L11	S48°37'33"W	50.00'
L12	N89°35'06"W	20.72'
L13	S41°06'19"E	110.66'
L14	S43°31'21"W	480.00'
L15	S46°28'39"E	115.00'
L16	S43°31'21"W	19.29'
L17	N78°34'52"W	27.25'
L18	S57°51'25"W	50.00'
L19	S14°51'53"W	27.68'
L20	S61°17'19"W	79.78'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	N28°42'41"W	121.52'
L22	S59°41'10"W	80.36'
L23	S51°14'57"W	87.35'
L24	S43°23'36"W	75.86'
L25	S46°06'58"W	490.47'
L26	N41°41'09"W	140.39'
L27	S02°33'26"W	25.43'
L28	S45°14'57"W	50.00'
L29	S00°43'42"E	14.30'
L30	S43°35'42"W	108.45'
L31	S89°47'26"W	9.69'
L32	S48°31'04"W	34.99'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 8.20.21
ARIZONA, U.S.A.

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	2065.00'	10°06'24"	364.25'
C2	187.00'	21°28'14"	70.08'
C3	213.00'	17°44'53"	65.98'
C4	2042.00'	2°55'39"	104.34'
C5	2132.50'	4°41'32"	174.64'
C6	1775.00'	0°59'44"	30.84'
C7	575.00'	9°50'42"	98.80'
C8	1855.00'	1°14'33"	40.22'

PROJ.NO.:	1909
DATE:	AUG 2021
SCALE:	NTS
DRAWN BY:	DSP
CHECKED BY:	BJB

ASANTE
UNIT 2.13
STREETLIGHT IMPROVEMENT DISTRICT

EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

©2021, HILGARTWILSON, LLC

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STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to enlarge the existing District, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the existing street light improvements district to be enlarged:
Asante Phase 1

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
LCD Asante, LLC	Asante Unit 2.13 Address tbd	503-73-770A	Joan Scarbrough

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

This rate schedule is frozen as of December 1, 2021. This means a Customer that was already taking service under this rate schedule before that date may continue service under this rate schedule, but no Customers connecting service after that date will be eligible to be served under this rate schedule.

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	$21.19	$7.43
	4,796 LED	75	26	$17.02	$6.33
	5,003 LED	100	35	$22.97	$8.53
	5,904 LED	100	35	$22.56	$8.42
	6000 IND	85	29	$18.85	$5.03
B. Architectural	6,200 IND	85	29	$9.92	$3.85
	8,400 IND	100	34	$10.47	$4.27
	10,200 IND	120	41	$11.51	$4.89
	13,000 IND	150	52	$12.71	$5.81
	20,500 IND	200	69	$14.48	$7.22

FROZEN

				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural (cont)	22,500 IND	265	91	$17.27	$9.09
	3,300 LED	43	15	$10.03	$3.71
	3,800 LED	32	12	$7.57	$2.86
	3,900 LED	32	12	$9.76	$3.44
	4,050 LED	63	22	$18.25	$6.39
	4,100 LED	45	16	$10.13	$3.81
	4,800 LED	41	15	$8.10	$3.20
	5,000 LED	41	15	$9.41	$3.55
	5,100 LED	60	21	$9.97	$4.10
	5,300 LED	67	24	$10.26	$4.39
	5,800 LED	94	32	$17.44	$5.05
	5,890 LED	89	31	$20.14	$7.50
	6,000 LED	62	22	$18.25	$6.39
	6,000 LED	67	24	$19.48	$6.85
	6,400 LED	89	31	$17.52	$5.00
	6,810 LED	101	35	$18.50	$7.35
	7,100 LED	62	22	$19.30	$6.66
	7,400 LED	127	44	$20.00	$6.21
	7,500 LED	73	26	$19.67	$7.03
	7,700 LED	86	30	$18.03	$6.88
	8,200 LED	88	31	$10.24	$4.87
	8,200 LED	95	33	$11.63	$5.37
	8,300 LED	72	25	$17.56	$6.41
	8,300 LED	106	37	$12.19	$5.79
	8,500 LED	88	31	$11.45	$5.19
	9,020 LED	139	48	$22.47	$9.28
	9,200 LED	139	48	$25.08	$7.15
	9,900 LED	130	45	$13.54	$6.70
	10,000 LED	93	32	$20.99	$7.80
	10,000 LED	113	39	$12.99	$6.15
	10,600 LED	126	44	$22.10	$8.90
	11,100 LED	108	38	$12.50	$5.95
	11,500 LED	108	38	$12.89	$6.05
	12,300 LED	203	70	$24.96	$8.67
	12,900 LED	119	41	$21.85	$8.64
	13,260 LED	202	70	$26.55	$11.87
	13,620 LED	202	70	$27.91	$9.05
	14,000 LED	171	59	$25.54	$10.85
	15,000 LED	136	47	$24.42	$9.74
	15,400 LED	144	50	$24.69	$10.01
	18,300 LED	162	56	$15.80	$8.05
	19,200 LED	257	89	$26.32	$13.11
	20,000 LED	258	89	$26.32	$13.11

FROZEN

					CHARGES	
		Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural (cont)		20,300 LED	193	67	$16.82	$9.07
		21,000 LED	193	67	$24.26	$11.05
C. Cobra		6,200 IND	75	26	$10.32	$3.69
		6,400 IND	85	29	$8.79	$3.70
		8,000 IND	88	30	$10.26	$3.96
		8,400 IND	100	34	$9.50	$4.15
		10,200 IND	120	41	$10.23	$4.71
		13,000 IND	150	52	$11.26	$5.61
		15,250 IND	200	69	$13.58	$7.10
		22,500 IND	250	86	$18.17	$8.87
	Gray/Bronze	3,500 IND	55	19	$10.28	$3.20
		6,000 LED	95	33	$16.70	$5.02
		8,700 LED	142	49	$18.78	$6.40
		9,600 LED	157	54	$19.98	$6.90
		11,600 B-LED	181	62	$18.64	$7.29
	Gray/Bronze	3,300 LED	43	15	$8.82	$2.73
	Gray/Bronze	5,300 LED	67	23	$10.24	$3.47
	Gray/Bronze	8,300 LED	106	37	$13.27	$4.84
	Gray/Bronze	10,500 LED	130	45	$14.77	$5.57
	Gray/Bronze	20,000 LED	258	89	$25.67	$10.06
D. Decorative Transit		5,300 LED	75	26	$27.86	$5.99
		8,300 LED	100	34	$29.83	$6.83
		8,147 LED	75	26	$35.03	$11.13
		9,522 LED	100	35	$35.40	$11.84
		10,500 LED	150	52	$32.02	$8.35
		14,896 LED	150	52	$39.16	$14.00
	Double	8,147 LED	75	26	$63.41	$18.57
	Double	9,522 LED	100	35	$63.34	$19.18
	Double	14,896 LED	100	52	$69.22	$21.86
	Copper	6,000 IND	85	29	$18.48	$4.99
	Gray/Black	8,000 IND	88	30	$14.56	$4.53
	Gray/Black	4,350 LED	86	30	$13.20	$4.35
E. Flood		14,470 LED	148	51	$23.44	$9.75
		16,000 LED	125	43	$22.70	$9.00
F. Pendant		8,678 LED	75	26	$25.82	$8.67
		13,964 LED	100	35	$27.27	$9.68
G. Post Top		4,350 LED	86	30	$13.15	$5.57
		6,400 LED	30	30	$13.15	$5.57
		6,600 LED	83	29	$13.06	$5.48
H. Roadway		3,300 LED	43	15	$9.27	$3.51
		3,800 LED	32	12	$7.09	$2.73
		3,900 LED	32	12	$8.99	$3.23

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				CHARGES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
	4,100 LED	45	16	$9.36	$3.60
	4,800 LED	41	15	$7.60	$3.07
	5,000 LED	41	15	$8.93	$3.42
	5,100 LED	60	21	$9.49	$3.98
	5,300 LED	67	24	$9.78	$4.26
	8,200 LED	88	31	$9.52	$4.67
	8,200 LED	95	33	$11.13	$5.23
	8,300 LED	106	37	$11.50	$5.60
	8,500 LED	88	31	$10.95	$5.05
	9,900 LED	130	45	$13.04	$6.56
	10,000 LED	113	39	$12.49	$6.01
	11,100 LED	108	38	$11.78	$5.76
	11,500 LED	108	38	$12.39	$5.92
	18,300 LED	162	56	$14.92	$7.82
	19,200 LED	257	89	$18.72	$11.09
	20,000 LED	258	89	$18.72	$11.09
	20,300 LED	193	67	$15.94	$8.84
	21,000 LED	193	67	$16.66	$9.03
Acorn	4,000 INC	295	103	$10.32	$5.77
	7,000 MV	175	73	$13.37	$7.67
	11,000 MV	250	96	$16.74	$10.22
	20,000 MV	400	150	$26.29	$14.90
	9,500 HPS	100	41	$28.54	$9.73
	16,000 HPS	150	69	$31.69	$12.29
Architectural	9,500 HPS	100	41	$16.22	$7.74
	16,000 HPS	150	69	$19.36	$18.94
	30,000 HPS	250	99	$22.48	$13.29
	50,000 HPS	400	153	$27.74	$19.13
	14,000 MH	175	72	$22.70	$12.44
	21,000 MH	250	101	$25.77	$15.34
	36,000 MH	400	159	$32.22	$21.10
	8,000 LPS	55	30	$23.59	$10.36
	13,500 LPS	90	50	$27.81	$12.50
	22,500 LPS	135	72	$31.77	$15.24
	33,000 LPS	180	90	$38.21	$17.95
Cobra	5,800 HPS	70	29	$9.21	$5.45
	9,500 HPS	100	41	$10.84	$6.67
Roadway	16,000 HPS	150	69	$13.58	$9.31
	30,000 HPS	250	99	$16.38	$12.10

FROZEN

					CHARGES	
		Lumen	Watts	kWh	Investment by Company	Investment by Others
Cobra Roadway		50,000 HPS	400	153	$22.22	$17.27
		14,000 MH	175	72	$15.79	$10.76
		21,000 MH	250	101	$18.45	$13.39
		36,000 MH	400	159	$24.30	$18.60
		8,000 FL	100	38	$18.15	$5.32
Decorative Transit		9,500 HPS	100	41	$39.13	$11.71
		16,000 HPS	150	69	$38.91	$13.09
		30,000 HPS	250	99	$44.80	$16.91
Flood		30,000 HPS	250	99	$21.74	$13.51
		50,000 HPS	400	153	$26.97	$18.75
		21,000 MH	250	101	$23.20	$14.28
		36,000 MH	400	159	$28.30	$19.35
Post Top	Colonial Gray	8,000 FL	100	38	$19.56	$5.52
	Colonial Gray	9,500 HPS	100	41	$11.19	$7.01
	Colonial Black	9,500 HPS	100	41	$12.88	$7.26
	Decorative	9,500 HPS	100	41	$34.25	$10.80

The following lamps will be available for 90 days following the effective date of revision 55. At that time these lamps will be frozen consistent with all other elements of this schedule.

				CHARGES	
	Lumens	Watts	kWh	Investment by Company	Investment by Others
ARCHITECTURAL/RW BRONZE	4,300 LED	45	16	$10.34	$3.89
	20,100 LED	174	60	$16.51	$8.60
	21,000 LED	174	60	$24.11	$10.62
COBRA/GRAY	20,100 LED	174	60	$15.61	$8.36
	21,000 LED	174	60	$16.35	$8.56
ROADWAY/GRAY	4,300 LED	45	16	$9.79	$3.74
	5,400 LED	60	21	$9.69	$4.06
ROADWAY	8,600 LED	95	33	$11.36	$5.34
POST TOP/SALEM BLACK	6,400 LED	83	29	$12.49	$5.36
	4,350 LED	86	30	$12.59	$5.46
TOWN AND COUNTRY/GRAY	5,600 LED	56	20	$9.16	$3.86
TOWN AND COUNTRY/BLACK	5,600 LED	56	20	$9.16	$3.86

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DECORATIVE TRANSIT/SINGLE	3,720 LED	37	13	$38.81	$11.27
ROADWAY ARCHITECTURAL -BRONZE	3,408 LED	31	11	$8.38	$3.02
	4,800 LED	43	15	$8.76	$3.40
	4,900 LED	43	15	$8.61	$3.36
	7,810 LED	68	24	$11.21	$4.68
	8,165 LED	68	24	$11.20	$4.68
	11,000 LED	96	34	$12.19	$5.64
	11,500 LED	98	34	$12.15	$5.63
COBRA ROADWAY/GRAY	3,408 LED	31	11	$7.75	$2.85
	4,800 LED	43	15	$8.13	$3.23
	4,900 LED	43	15	$8.18	$3.24
	7,810 LED	68	24	$10.41	$4.47
	8,165 LED	68	24	$10.60	$4.51
	11,000 LED	96	34	$11.39	$5.42
	11,500 LED	96	34	$11.29	$5.40
FLOOD	14,500 LED	96	34	$14.71	$6.31

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.

2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.

3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.

4. HPS = High Pressure Sodium

5. MH = Metal Halide

PROPOSED

6. LPS = Low Pressure Sodium

7. FL = Fluorescent

8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.

9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).

10. LED = Light Emitting Diode

11. IND = Induction

II. POLES

				CHARGES	
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	$12.84	$1.77
			22 ft.	$14.45	$1.99
			25 ft.	$15.64	$2.16
			30 ft.	$17.96	$2.47
			32 ft.	$18.87	$2.50
		2 Simplex Adapters	12 ft.	$13.69	$1.89
			22 ft.	$15.73	$2.17
			25 ft.	$16.41	$2.26
			30 ft.	$19.07	$2.63
			32 ft.	$20.34	$2.81
	Square Steel	5"	13 ft.	$14.72	$2.02
			15 ft.	$13.15	$1.81
			23 ft.	$15.60	$2.15
			25 ft.	$17.15	$2.36
			28 ft.	$19.04	$2.62
			32 ft.	$18.93	$2.61
	Concrete		12 ft.	$43.87	$6.04
	Fiberglass		12 ft.	$37.15	$5.11
	Decorative Transit	4"	16 ft.	$36.22	$5.00
	Decorative Transit	6"	30 ft.	$69.93	$9.63
	Hinged Poles	Square	15 ft.	$13.92	$1.14
		Round	19 ft.	$12.59	$1.03

FROZEN

				CHARGES	
			Height	Investment by Company	Investment by Others
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	$12.35	$1.69
			22 ft.	$13.97	$1.92
			25 ft.	$15.14	$2.09
			30 ft.	$17.48	$2.42
			32 ft.	$18.37	$2.53
		2 Simplex Adapters	12 ft.	$13.19	$1.81
			22 ft.	$14.74	$2.02
			25 ft.	$15.91	$2.18
			30 ft.	$18.58	$2.55
			32 ft.	$19.84	$2.73
		3 Bolt	32 ft.	$22.80	$3.13
	Square Steel	5"	13 ft.	$14.24	$1.97
			15 ft.	$14.56	$1.99
			23 ft.	$15.11	$2.09
			25 ft.	$16.67	$2.31
			28 ft.	$18.52	$2.55
			32 ft.	$19.23	$2.63
C. Direct Bury	Round Steel		19 ft.	$19.43	$2.68
			30 ft.	$15.17	$2.81
			38 ft.	$18.51	$2.88
		Self Stepped	40 ft.	$22.80	$3.61
			25 ft.	$52.45	$4.28
			32 ft.	$55.24	$4.51
			49 ft.	$68.57	$9.45
	Square Steel	4"	34 ft.	$16.74	$2.90
		5"	20 ft.	$15.90	$2.63
			30 ft.	$16.57	$2.73
			38 ft.	$17.98	$3.12
		8"	28 ft.	$30.01	$2.44
			32 ft.	$31.37	$2.57
	Decorative Transit		41 ft 6	$21.60	$3.17
	Decorative Transit		47 ft.	$26.91	$3.96
	Steel Distribution Pole (for lighting only)		35 ft.	$24.84	$3.27
D. Post Top	Decorative Transit Anchor Base		16 ft.	$37.00	$5.08
	Gray Steel/Fiberglass		23 ft.	$12.83	$2.11
	Black Steel		23 ft.	$14.14	$2.33
E. Existing distribution pole suitable for streetlight use				$1.56	
F. FROZEN	Wood Poles		30 ft.	$9.44	$1.64
			35 ft.	$9.44	$1.56

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NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

		CHARGES	
	Height	Investment by Company	Investment by Others
A. Flush	4 ft.	$10.45	$1.44
	6 ft.	$12.47	$2.16
B. Pedestal	8 ft.	$14.29	$2.49
For 32' Round Steel Pole only	4 ft. 6"	$9.91	$1.71

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

	CHARGE
	Company Owned
Underground Circuit Charges:	
a. Per foot of cable, installed under paving	$0.16652
b. Per foot of cable, not installed under paving	$0.05877

FROZEN

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type

Charge Type	Monthly Charge		Cost Inputs		PV Factor		Monthly Fixed Charge Rate
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x	1.518%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x	1.296%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%

Charge Type	Monthly Charge		kWh Input		$/kWh
6	Generation	=	kWh per month	x	$0.06621
7	T&D, RCS, SB	=	kWh per month	x	$0.02682

Step 2 Determination of Total Monthly Charge

The total monthly charge will be the summation of the charges for each applicable charge type

Equipment	Charge Type
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

PROPOSED

TRIP CHARGE

A $100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Adjustment Charge, Adjustment Schedule REAC-1.

2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.

3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.

4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.

5. The Demand Side Management Adjustment Charge, Adjustment Schedule DSMAC-1.

6. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM.

7. Direct Access Customers returning to Standard Offer service may be subject to aReturning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.

8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.

3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.

4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.

PROPOSED

5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

7. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

8. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill (for example, service connection charges).

FROZEN

ASANTE UNIT 2.13
PUBLIC STREET LIGHTING

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

GENERAL ENGINEERING NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACEDIN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	10/28/2020
CENTURY LINK	10/28/2020
COX COMMUNICATIONS	10/28/2020
SOUTHWEST GAS	10/28/2020

NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

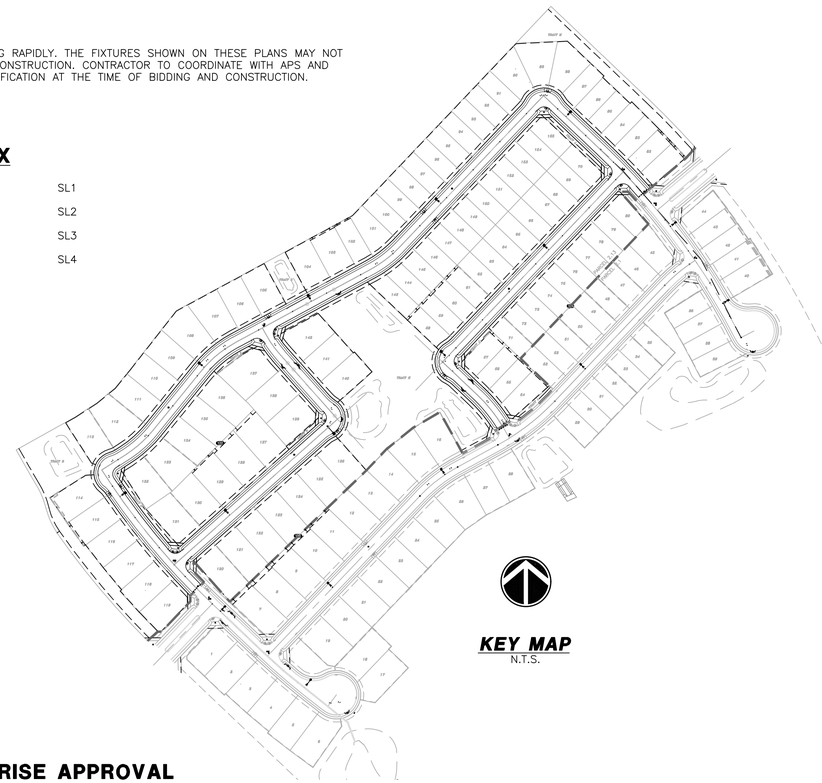
B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT DETAILS	SL4



KEY MAP
N.T.S.

CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER **DATE**

CIVIL ENGINEER
HILGARTWILSON
2141 E. HIGHLAND AVE. STE 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
CONTACT: DIEGO ORTIZ, PE

OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE 130
TEMPE, AZ 85282
PHONE: (480) 322-6674
CONTACT: JOAN SCARBROUGH

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE							APS STANDARD CODE NO.
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	STYLE	
(1)		LOCAL	PER PLANS	23	30'-6"	DIRECT BURY	1'-0"	25'-0"	4,900	39 W	TYPE A3	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S1

*PER UTILITY COMPANY REQUIREMENTS

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.

WRIGHT ENGINEERING PROJECT NO: **20039**

DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: SURPRISE, ARIZONA
ASANTE UNIT 2.13

TITLE: STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JULY 2020	1ST SUBMITTAL
2	OCT 2020	2ND SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
57159
CLIFFORD M. TOLMAN
Date Signed 10-27-20
Expires 3-31-23

FS21-231

DRAWING NO: **SL1**
OF 4

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

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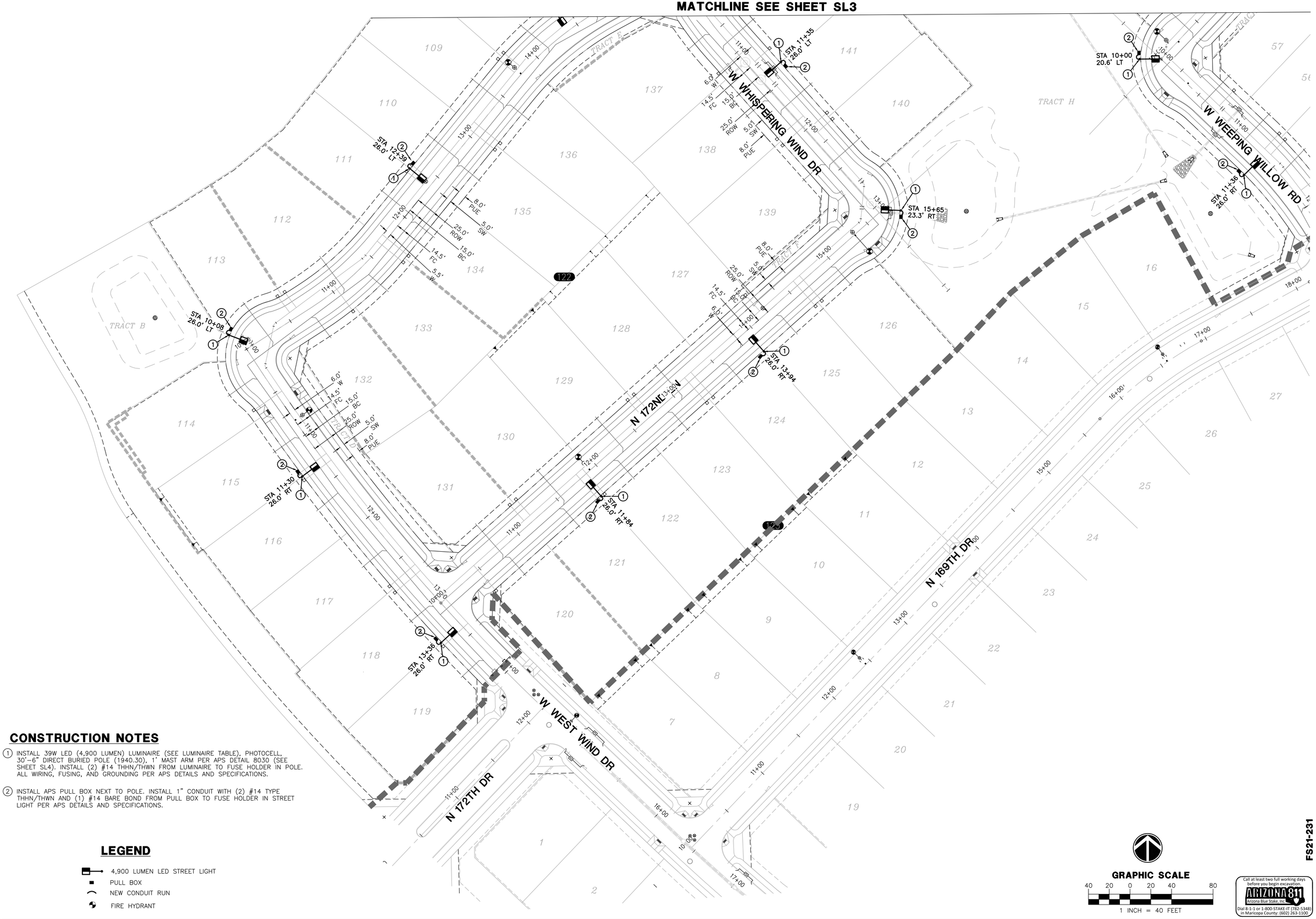
MATCHLINE SEE SHEET SL3



CONSTRUCTION NOTES

1. INSTALL 39W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE (1940.30), 1' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.

2. INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

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

WRIGHT ENGINEERING PROJECT NO:
20039

DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
ASANTE UNIT 2.13

STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JULY 2020	1ST SUBMITTAL
2	OCT 2020	2ND SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
57159
CLIFFORD M. TOLMAN
Date Signed 4-23-21
Expires 3-31-23

FS21-231

DRAWING NO:
SL2
OF 4

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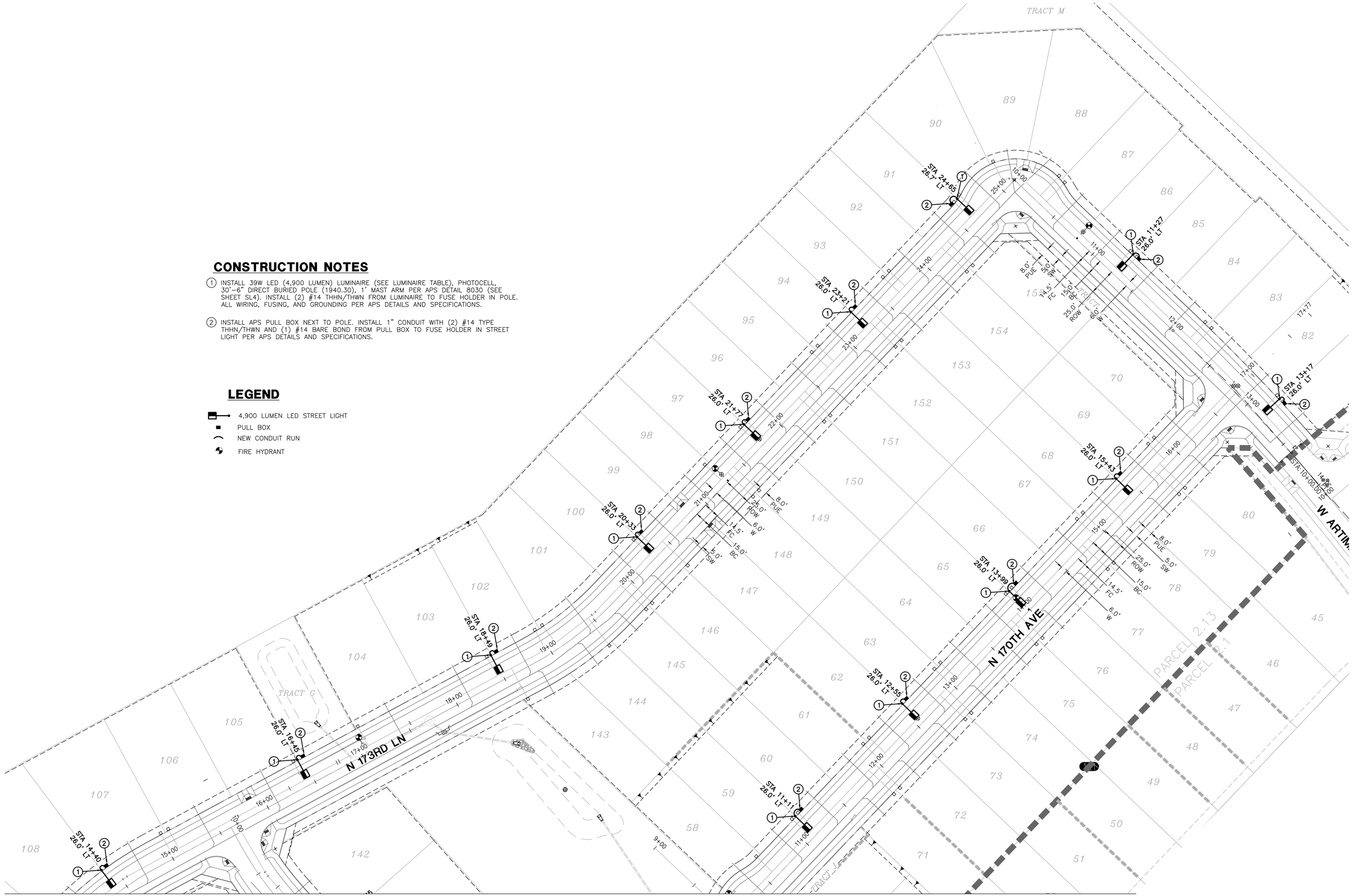
CONSTRUCTION NOTES

1. INSTALL 39W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'–6" DIRECT BURIED POLE (1940.30), 1' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.

2. INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT



MATCHLINE SEE SHEET SL2

GRAPHIC SCALE

40 20 0 20 40 80

1 INCH = 40 FEET

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

FS21-231

WRIGHT ENGINEERING PROJECT NO: **20039**

DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
ASANTE UNIT 2.13
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JULY 2020	1ST SUBMITTAL
2	OCT 2020	2ND SUBMITTAL

Registered Professional Engineer (Electrical) Certificate No. 17159 CLIFFORD M. TOLMAN Date Signed 8-31-21
Expires 3-31-23

DRAWING NO: **SL3** OF 4

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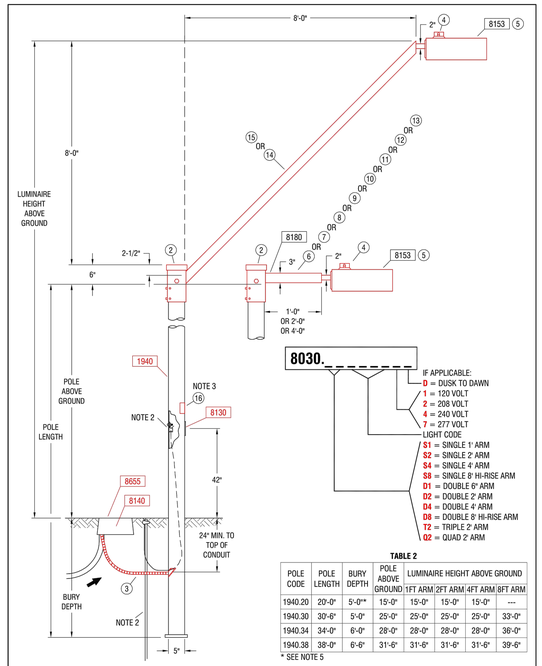


TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND			
				1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"*	15'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-0"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	34'-0"	6'-0"	28'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	31'-6"	39'-6"

* SEE NOTE 5

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY	SH 1 OF 2 8030
BY	LDR.	MGR.	DATE	REV.		
KLS	B. BOOKER	R. CANDRA	02/2016	12		

NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAT THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

TABLE 1

LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AH16	00099450	100	2100	HPS	120/208/240/277	9,500	SEE TABLE 2
AH17	00099451	150			120/208/240/277	16,000	
AH18	00099452	250			120/208/240/277	30,000	
AH19	00099454	400			120/208/240/277	50,000	
RN40	00128250	55	2700	IND	120/208/240/277	3,500	
RN41	00126667	100	5000	IND	120/208/240/277	8,400	
RN42	00132846	120			120/208/240/277	10,200	
RN43	00132850	150			120/208/240/277	13,000	
RN44	00121153	200			120/208/240/277	15,250	
RN45	00116527	250			120/208/240/277	22,500	
RL40	00141047	32	3000	LED S	120/208/240/277	3,800	
RL41	00141048	41			120/208/240/277	4,800	
RL42	00141049	88			120/208/240/277	8,200	
RL43	00141050	108			120/208/240/277	11,000	
RL44	00141051	162			120/208/240/277	19,000	
RL50	00128251	45	4000	LED S	120/208/240/277	4,300	
RL52	00126804	60			120/208/240/277	5,400	
RL53	00126805	95			120/208/240/277	8,600	
RL54	00126806	113			120/208/240/277	10,000	
RL56	00128365	257			120/208/240/277	19,200	
AL56	00113722	62	4000	LED M	120/208/240/277	7,100	
AL58	00129911	72			120/208/240/277	8,300	
AL60	00113723	119			120/208/240/277	12,900	
AL61	00116525	119R*			120/208/240/277	12,900	
AL62	00116526	119L*			120/208/240/277	12,900	
AL55	00107462	144			120/208/240/277	15,400	
AS20	33806772	55	1700	LPS	120/240	8,000	
AS21	33806774	90			120/240	13,500	
AS22	33806776	135			120/240	22,500	
AS23	33806778	180			120/240	33,000	

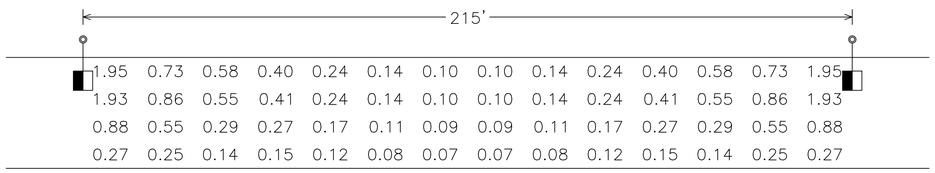
* CALL STANDARDS ENGINEERING FOR APPLICATION

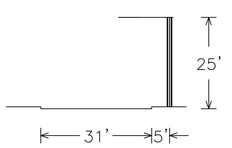
CODE	8030.S1	8030.S2	8030.S4	8030.S8	8030.D1	8030.D2	8030.D4	8030.D8	8030.T2	8030.Q2	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	1	-	-	BRACKET ARCH SLIP BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM	00100036
3	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
4	1	1	1	1	2	2	2	2	3	4	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	2	2	3	4	LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	1	-	-	-	-	-	MAST ARM STLT 3" SQ X 1' DBL	00121154
7	1	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 1' SGL	00088370
8	-	-	-	-	-	1	-	-	-	-	MAST ARM STLT 3"SQ X 2' DBL	33701117
9	-	-	-	-	-	-	-	-	-	1	MAST ARM STLT 3"SQ X 2' QUAD	00052665
10	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 2' SGL	33701116
11	-	-	-	-	-	-	-	-	1	-	MAST ARM STLT 3"SQ X 2' TPL	00052664
12	-	-	-	-	-	-	-	1	-	-	MAST ARM STLT 3"SQ X 4' DBL	00073267
13	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 4' SGL	00061738
14	-	-	-	1	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 8' SGL	33701120
15	-	-	-	-	-	-	-	2	-	-	MAST ARM STLT 8' BOLT-ON	00092252
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY	SH 2 OF 2 8030
BY	LDR.	MGR.	DATE	REV.		
KLS	B. BOOKER	R. CANDRA	02/2016	12		

NOTE:

ALL CALCULATIONS BASED ON ILLUMINANCE METHOD





4900 LUMEN LED
TYPE II
2' MA
candela file 'ERL1_05A330_____-120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
mounting height= 25 ft
number locations= 2, number luminaires= 2
kw all locations= 0.1

Roadway Grid
56 points at z=0, sp 15.357ft by 7.75ft
HORIZONTAL FOOTCANDLES
Average 0.42
Maximum 1.95
Minimum 0.07
Avg:Min 6.03
Max:Min 27.86
Coef Var 1.14
UnifGrad 2.67

LUMINAIRE TABLE

DARK BRONZE ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141047	31	120/208/240/277	3,900	ERL1004B330ADKBZGLRX
RL41		00141048	39	120/208/240/277	4,900	ERL1005A330ADKBZGLRX
RL42		00141049	71	120/208/240/277	7,800	ERL1008C330ADKBZGLRX
RL43		00141050	97	120/208/240/277	9,600	ERL1010C330ADKBZGLRX
RL44		00141051	174	120/208/240/277	20,100	ERL2021C330ADKBZGLR

WRIGHT ENGINEERING PROJECT NO:
20039
DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
SURPRISE, ARIZONA
ASANTE UNIT 2.13
STREET LIGHT DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JULY 2020	1ST SUBMITTAL
2	OCT 2020	2ND SUBMITTAL

Registered Professional Engineer (Retired) Certificate No. 57159 CLIFFORD M. TOLMAN Date Signed 2-23-21
Expires 3-31-23

FS21-231

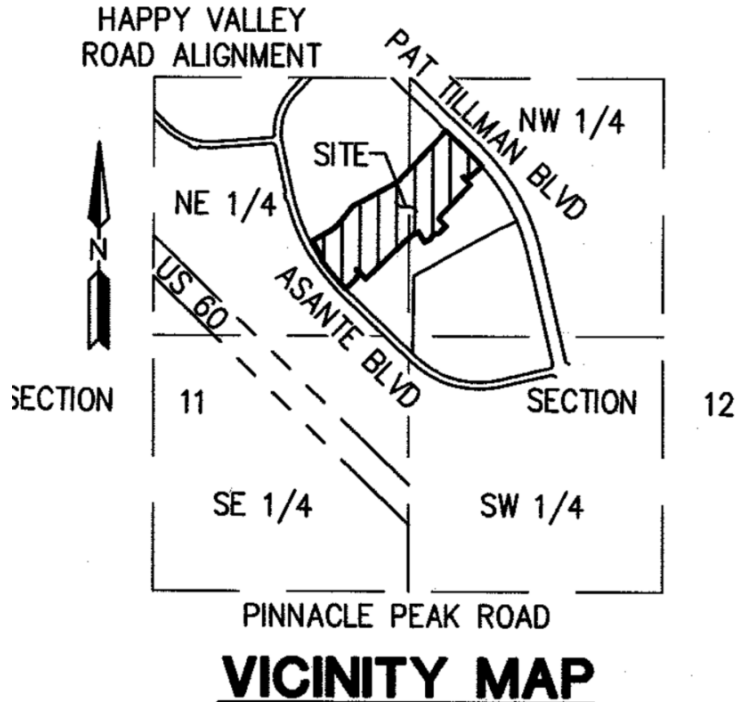
DRAWING NO:
SL4
OF 4

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

H:\2020\20039-Asante Units 2.1, 2.13\20039-SL-PHASE-2.13.dwg

Street Lights:

- Street Light Pole
- 23 new poles
- SLID Boundary



VICINITY MAP

Recording Number: 20080437178
Time of recording: 05/16/2008 04:00
Filename: 1656Resolution-20-1-1--
Affidavit: N
Official Records of
Maricopa County Recorder
Helen Purcell
Electronic Recording

When recorded, return to:

Phyllis L. N. Smiley, Esq.
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012

RESOLUTION NO. 2008-74

CITY OF SURPRISE, ARIZONA
ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT

DO NOT REMOVE

This is part of the official document.

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RESOLUTION NO. 2008-74

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS **"CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT"**; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statues, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in **Exhibit A** (such area hereinafter referred to as "District") with such boundaries as shown in the map in **Exhibit B** attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publication or posting of this Resolution provided for in Section 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District; and

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of

publication and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, that:

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvement as so described above.

Section 5. The Improvement, in the opinion of the Mayor and Council of the City, is of more than local or ordinary public benefit and is of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District" and hereby declare that the District is as legally described on **Exhibit A** attached hereto with the boundaries as shown in the map in **Exhibit B** attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the District, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and

towns by the applicable portions of Sections 42-17101 et seq., 42-17151, 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents ($1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not be authorized to engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of constructing street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED, ADOPTED, AND APPROVED by the Mayor and Council, of the City of Surprise, Arizona, this 8th day of May, 2008.

Mayor, City of Surprise, Arizona

ATTEST:

Sherry Aguilar, City Clerk,
City of Surprise, Arizona

REVIEWED BY:

Superintendent of Streets,
City of Surprise, Arizona

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.,
Special Counsel to the
City of Surprise, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2008-74 was duly passed and adopted by the Mayor and Council of the City of Surprise, Arizona, at a meeting held on May 8th, 2008, that the vote thereon was 7 ayes, 0 nays, and that the Mayor and 6 Council members were present thereat.

Clerk, City of Surprise, Arizona

F:\1656\-3\documents\Asante Phase 1 SLIDResolution-Unanimous.doc

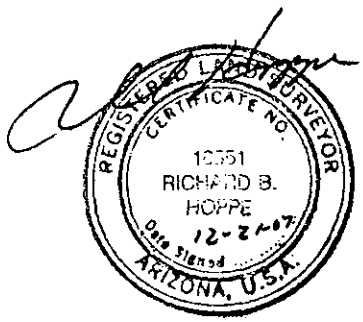
EXHIBIT "A"

Legal Description of the Property

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com



19 December, 2007
Lennar Communities Development, Inc.
ASANTE
Job No. 03101

ASANTE PHASE 1
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.00 FEET;

THENCE NORTH 44 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 470.50 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 351.07 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 42 SECONDS EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,397.52 FEET;

THENCE WEST, A DISTANCE OF 1,025.71 FEET;

THENCE SOUTH 00 DEGREES 51 MINUTES 53 SECONDS WEST, A DISTANCE OF 47.32 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 851.42 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 596.67 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 408.13 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 622.93 FEET;

THENCE NORTH 44 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 463.34 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,432.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 782.01 FEET;

THENCE NORTH 13 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 461.81 FEET;

THENCE SOUTH 58 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 883.19 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,054.26 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 400.50 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 669.79 FEET;

THENCE NORTH 45 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 42.34 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET;

THENCE SOUTH 45 DEGREES 51 MINUTES 43 SECONDS WEST, A DISTANCE OF 42.34 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 669.79 FEET;

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

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

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 883.19 FEET;

THENCE NORTH 58 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 135.00 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.00 FEET;

THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 331.81 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,567.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11 DEGREES 51 MINUTES 44 SECONDS, A DISTANCE OF 324.53 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,567.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 56 SECONDS, A DISTANCE OF 531.17 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 424.70 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 36.50 FEET;

THENCE SOUTH 43 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.04 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 225.00 FEET;

THENCE NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 47.57 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS BEARS NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 40 MINUTES 00 SECONDS, A DISTANCE OF 54.40 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 230.43 FEET;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 550.43 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 124 DEGREES 40 MINUTES 58 SECONDS, A DISTANCE OF 119.69 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 364.06 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65 DEGREES 56 MINUTES 22 SECONDS, A DISTANCE OF 63.30 FEET;

THENCE NORTH 87 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 31.66 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 261.92 FEET;

THENCE NORTH 48 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 128.15 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.70 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47 DEGREES 07 MINUTES 22 SECONDS, A DISTANCE OF 45.24 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 566.00 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 107 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 103.05 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04 DEGREES 28 MINUTES 36 SECONDS, A DISTANCE OF 4.30 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 129.55 FEET;

THENCE NORTH 51 DEGREES 13 MINUTES 03 SECONDS WEST, A DISTANCE OF 51.73 FEET;

THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 99.51 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 26.39 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 175 DEGREES 51 MINUTES 08 SECONDS, A DISTANCE OF 168.81 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43 DEGREES 20 MINUTES 30 SECONDS, A DISTANCE OF 41.61 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 551.71 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50 DEGREES 26 MINUTES 47 SECONDS, A DISTANCE OF 48.43 FEET;

THENCE SOUTH 76 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 45.70 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 43 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 31.89 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.71 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 42 MINUTES 37 SECONDS, A DISTANCE OF 54.44 FEET;

THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 35.60 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 49 DEGREES 27 MINUTES 50 SECONDS WEST, A DISTANCE OF 29.60 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 217.68 FEET;

THENCE NORTH 08 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.00 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 167.79 FEET;

THENCE NORTH 21 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 115.66 FEET;

THENCE NORTH 09 DEGREES 12 MINUTES 02 SECONDS WEST, A DISTANCE OF 141.79 FEET;

THENCE NORTH 37 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.39 FEET;

THENCE NORTH, A DISTANCE OF 107.48 FEET;

THENCE NORTH 36 DEGREES 35 MINUTES 31 SECONDS EAST, A DISTANCE OF 148.21 FEET;

THENCE NORTH 13 DEGREES 27 MINUTES 06 SECONDS EAST, A DISTANCE OF 185.40 FEET;

THENCE NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 70.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 2,065.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 03 MINUTES 14 SECONDS, A DISTANCE OF 650.68 FEET;

THENCE SOUTH 46 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 916.72 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 800.44 FEET;

THENCE NORTH 61 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 1,017.55 FEET;

THENCE NORTH 66 DEGREES 31 MINUTES 54 SECONDS EAST, A DISTANCE OF 198.42 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, WHOSE RADIUS BEARS SOUTH 66 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 2,132.50 FEET;

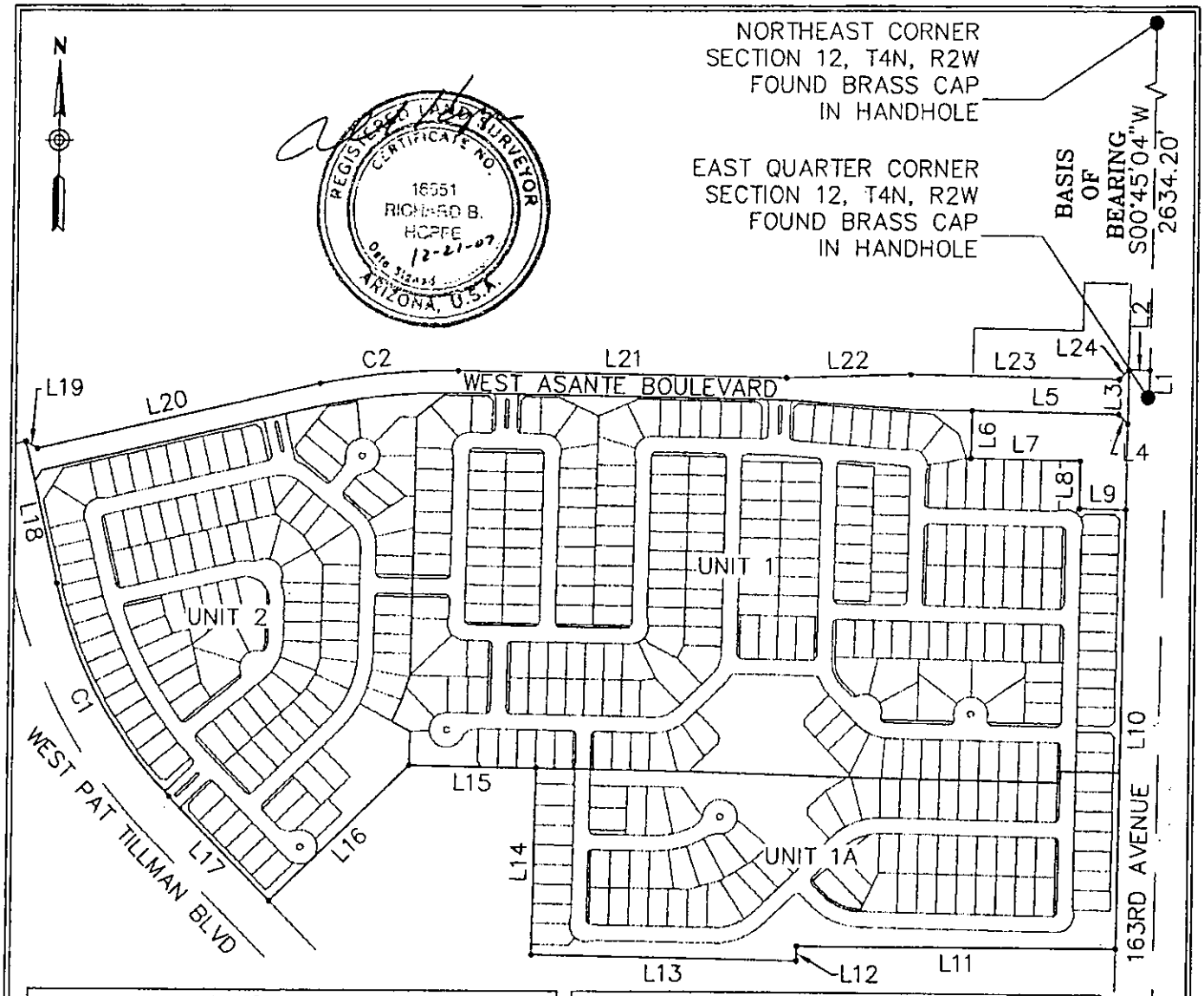
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10 DEGREES 27 MINUTES 53 SECONDS, A DISTANCE OF 389.49 FEET;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,139.64 FEET; TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 12,047,429.35 SQUARE FEET OR 276.57 ACRES, MORE OR LESS.

EXHIBIT "B"

Map of the District



LINE TABLE		
LINE	LENGTH	BEARING
L1	85.26	N 00°45'04" E
L2	67.50	N 89°14'56" W
L3	170.00	S 00°45'11" W
L4	42.51	N 44°08'10" W
L5	470.50	N 89°01'37" W
L6	150.00	S 00°58'23" W
L7	351.07	S 89°01'37" E
L8	150.00	S 00°45'18" W
L9	150.00	S 89°14'42" E
L10	1397.52	S 00°45'18" W
L11	1025.71	WEST
L12	47.32	S 00°51'53" W
L13	851.42	N 89°01'37" W
L14	596.67	N 00°58'23" E

LINE TABLE		
LINE	LENGTH	BEARING
L15	408.13	N 89°01'37" W
L16	622.93	S 45°43'07" W
L17	463.34	N 44°16'53" W
L18	461.81	N 13°00'13" W
L19	42.43	S 58°00'13" E
L20	883.19	N 76°59'47" E
L21	1054.26	S 89°01'37" E
L22	400.50	N 88°06'38" E
L23	669.79	S 89°01'37" E
L24	42.34	N 45°51'43" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	782.01	1432.50	31°16'40"	401.01
C2	496.41	2035.00	13°58'35"	249.44

1982-2007
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

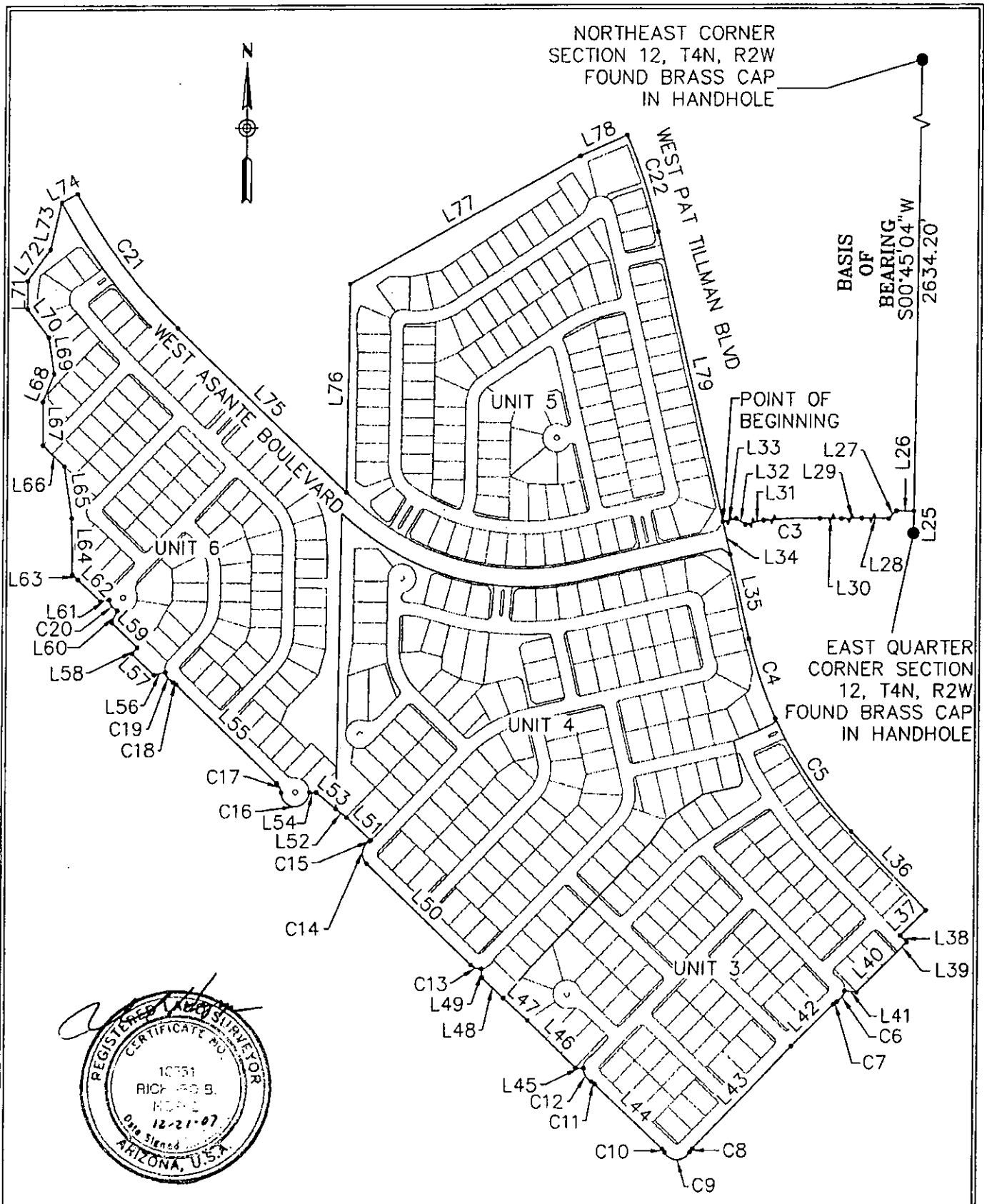
DEI Professional Services, LLC
6225 N 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0038
Fax: (602) 944-8605

ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One Street Light Improvement.dwg

Exhibit **B**

1 OF 3



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PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07	PROJ. NO: 03101	SCALE: 1:500	CAD FILE: Phase One_Street Light Improvement.dwg

Exhibit **B**

2 OF 3

G:\Dwg\03101\Exhibits\03101-Phase One_Street Light Improvement.dwg, 12/19/2007 7:41:58 AM, \\zeus\HP LaserJet 5200 PCL 6

LINE TABLE		
LINE	LENGTH	BEARING
L25	85.26	N 00°45'04" E
L26	67.50	N 89°14'56" W
L27	42.34	S 45°51'43" W
L28	669.79	N 89°01'37" W
L29	400.50	S 88°06'38" W
L30	1054.26	N 89°01'37" W
L31	883.19	S 76°59'47" W
L32	42.43	N 58°00'13" W
L33	135.00	S 76°59'47" W
L34	130.00	S 13°00'13" E
L35	331.81	S 13°00'13" E
L36	424.70	S 44°16'53" E
L37	140.00	S 45°43'07" W
L38	36.50	S 44°16'53" E
L39	50.04	S 43°17'20" W
L40	225.00	S 45°43'07" W
L41	47.57	N 83°36'24" W
L42	230.43	S 45°43'07" W
L43	550.43	S 43°46'26" W
L44	364.06	N 46°13'34" W
L45	31.66	N 87°37'41" W
L46	261.92	N 46°13'34" W
L47	128.15	N 48°02'06" W
L48	115.00	N 46°13'34" W
L49	33.70	N 03°20'56" W
L50	566.00	N 46°13'34" W
L51	129.55	N 46°13'34" W
L52	51.73	N 51°13'03" W
L53	99.51	N 51°13'03" W
L54	26.39	N 88°44'12" W
L55	551.71	N 46°13'34" W
L56	45.70	S 76°52'44" W
L57	120.00	N 46°13'34" W
L58	31.89	N 43°46'26" E
L59	140.00	N 46°13'34" W
L60	50.71	N 24°26'22" E
L61	35.60	S 81°08'59" W
L62	120.00	N 46°13'34" W
L63	29.60	N 49°27'50" W
L64	217.68	N 01°00'28" W
L65	201.45	N 08°23'45" W
L66	118.00	N 46°13'34" W
L67	167.79	N 00°18'03" W
L68	115.66	N 21°59'17" E
L69	141.79	N 09°12'02" W

LINE TABLE		
LINE	LENGTH	BEARING
L70	137.39	N 37°01'17" W
L71	107.48	NORTH
L72	148.21	N 36°35'31" E
L73	185.40	N 13°27'06" E
L74	70.00	N 61°38'56" E
L75	916.72	S 46°24'18" E
L76	800.44	N 00°42'32" E
L77	1017.55	N 61°17'19" E
L78	198.42	N 66°31'54" E
L79	1139.64	S 13°00'13" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C3	496.41	2035.00	13°58'35"	249.44
C4	324.53	1567.50	11°51'44"	162.85
C5	531.17	1567.50	19°24'56"	268.16
C6	54.40	55.00	56°40'00"	29.66
C7	16.65	55.00	17°20'29"	8.39
C8	16.65	55.00	17°20'29"	8.39
C9	119.69	55.00	124°40'58"	104.94
C10	16.65	55.00	17°20'29"	8.39
C11	16.65	55.00	17°20'29"	8.39
C12	63.30	55.00	65°56'22"	35.68
C13	45.24	55.00	47°07'22"	23.98
C14	103.05	55.00	107°20'29"	74.79
C15	4.30	55.00	04°28'36"	2.15
C16	168.81	55.00	175°51'08"	1518.83
C17	41.61	55.00	43°20'30"	21.85
C18	16.65	55.00	17°20'29"	8.39
C19	48.43	55.00	50°26'47"	25.91
C20	54.44	55.00	56°42'37"	29.68
C21	650.68	2065.00	18°03'14"	328.06
C22	389.49	2132.50	10°27'53"	195.29

1982 - 2007
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Phone: (602) 954-0038
Fax: (602) 944-8605

ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One_Street Light Improvement.dwg

Exhibit **B**

3 OF 3

RESOLUTION NO. 2008-74

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS **"CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT"**; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statues, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in **Exhibit A** (such area hereinafter referred to as "District") with such boundaries as shown in the map in **Exhibit B** attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publication or posting of this Resolution provided for in Section 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District; and

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of

publication and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, that:

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvement as so described above.

Section 5. The Improvement, in the opinion of the Mayor and Council of the City, is of more than local or ordinary public benefit and is of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District" and hereby declare that the District is as legally described on **Exhibit A** attached hereto with the boundaries as shown in the map in **Exhibit B** attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the District, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and

towns by the applicable portions of Sections 42-17101 et seq., 42-17151, 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents ($1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not be authorized to engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of constructing street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED, ADOPTED, AND APPROVED by the Mayor and Council, of the City of Surprise, Arizona, this 8th day of May, 2008.

Mayor, City of Surprise, Arizona

ATTEST:

Sherry Aguilar, City Clerk,
City of Surprise, Arizona

REVIEWED BY:

Superintendent of Streets,
City of Surprise, Arizona

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.,
Special Counsel to the
City of Surprise, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2008-74 was duly passed and adopted by the Mayor and Council of the City of Surprise, Arizona, at a meeting held on May 8, 2008, that the vote thereon was 7 ayes, 0 nays, and that the Mayor and 6 Council members were present thereat.

Clerk, City of Surprise, Arizona

F:\1656\-3\documents\Asante Phase 1 SLIDResolution-Unanimous.doc

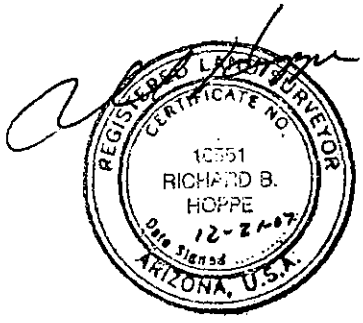
EXHIBIT "A"

Legal Description of the Property

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com



19 December, 2007
Lennar Communities Development, Inc.
ASANTE
Job No. 03101

ASANTE PHASE 1
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.00 FEET;

THENCE NORTH 44 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 470.50 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 351.07 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 42 SECONDS EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,397.52 FEET;

THENCE WEST, A DISTANCE OF 1,025.71 FEET;

THENCE SOUTH 00 DEGREES 51 MINUTES 53 SECONDS WEST, A DISTANCE OF 47.32 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 851.42 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 596.67 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 408.13 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 622.93 FEET;

THENCE NORTH 44 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 463.34 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,432.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 782.01 FEET;

THENCE NORTH 13 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 461.81 FEET;

THENCE SOUTH 58 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 883.19 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,054.26 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 400.50 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 669.79 FEET;

THENCE NORTH 45 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 42.34 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET;

THENCE SOUTH 45 DEGREES 51 MINUTES 43 SECONDS WEST, A DISTANCE OF 42.34 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 669.79 FEET;

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

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

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 883.19 FEET;

THENCE NORTH 58 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 135.00 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.00 FEET;

THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 331.81 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,567.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11 DEGREES 51 MINUTES 44 SECONDS, A DISTANCE OF 324.53 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF *1,567.50 FEET*;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 56 SECONDS, A DISTANCE OF 531.17 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 424.70 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 36.50 FEET;

THENCE SOUTH 43 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.04 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 225.00 FEET;

THENCE NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 47.57 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS BEARS NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 40 MINUTES 00 SECONDS, A DISTANCE OF 54.40 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 230.43 FEET;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 550.43 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 124 DEGREES 40 MINUTES 58 SECONDS, A DISTANCE OF 119.69 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 364.06 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65 DEGREES 56 MINUTES 22 SECONDS, A DISTANCE OF 63.30 FEET;

THENCE NORTH 87 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 31.66 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 261.92 FEET;

THENCE NORTH 48 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 128.15 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.70 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47 DEGREES 07 MINUTES 22 SECONDS, A DISTANCE OF 45.24 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 566.00 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 107 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 103.05 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04 DEGREES 28 MINUTES 36 SECONDS, A DISTANCE OF 4.30 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 129.55 FEET;

THENCE NORTH 51 DEGREES 13 MINUTES 03 SECONDS WEST, A DISTANCE OF 51.73 FEET;

THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 99.51 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 26.39 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 175 DEGREES 51 MINUTES 08 SECONDS, A DISTANCE OF 168.81 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43 DEGREES 20 MINUTES 30 SECONDS, A DISTANCE OF 41.61 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 551.71 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50 DEGREES 26 MINUTES 47 SECONDS, A DISTANCE OF 48.43 FEET;

THENCE SOUTH 76 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 45.70 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 43 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 31.89 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.71 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 42 MINUTES 37 SECONDS, A DISTANCE OF 54.44 FEET;

THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 35.60 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 49 DEGREES 27 MINUTES 50 SECONDS WEST, A DISTANCE OF 29.60 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 217.68 FEET;

THENCE NORTH 08 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.00 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 167.79 FEET;

THENCE NORTH 21 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 115.66 FEET;

THENCE NORTH 09 DEGREES 12 MINUTES 02 SECONDS WEST, A DISTANCE OF 141.79 FEET;

THENCE NORTH 37 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.39 FEET;

THENCE NORTH, A DISTANCE OF 107.48 FEET;

THENCE NORTH 36 DEGREES 35 MINUTES 31 SECONDS EAST, A DISTANCE OF 148.21 FEET;

THENCE NORTH 13 DEGREES 27 MINUTES 06 SECONDS EAST, A DISTANCE OF 185.40 FEET;

THENCE NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 70.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 2,065.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 03 MINUTES 14 SECONDS, A DISTANCE OF 650.68 FEET;

THENCE SOUTH 46 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 916.72 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 800.44 FEET;

THENCE NORTH 61 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 1,017.55 FEET;

THENCE NORTH 66 DEGREES 31 MINUTES 54 SECONDS EAST, A DISTANCE OF 198.42 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, WHOSE RADIUS BEARS SOUTH 66 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 2,132.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10 DEGREES 27 MINUTES 53 SECONDS, A DISTANCE OF 389.49 FEET;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,139.64 FEET; TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 12,047,429.35 SQUARE FEET OR 276.57 ACRES, MORE OR LESS.

EXHIBIT "B"

Map of the District

UNANIMOUS PETITION
FOR FORMATION
OF
CITY OF SURPRISE, ARIZONA
ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT

STATE OF ARIZONA
COUNTY OF MARICOPA
CITY OF SURPRISE

We, the undersigned ("Petitioner"), are the owners, exclusive of mortgagees and other lien holders, of all of the real property with the limits of the area and district legally described in **Exhibit A**, attached hereto, and with such boundaries as shown in the map attached hereto as **Exhibit B** ("District").

We hereby petition the Mayor and Council of the City of Surprise, Arizona ("City") to establish a street light improvement district pursuant to A.R.S. §§ 48-571 et seq., as amended, and specifically, A.R.S. §§ 48-615 – 48-617, for the purpose of purchasing energy for the lighting of public streets and parks within the described District and maintenance of such lighting facilities.

It is hereby requested, that the City Council after verifying that the petition is signed by all of the real property owners, exclusive of mortgagees and other lienholders within the District, and making a finding of such fact, adopt a Resolution of Intention to order the proposed improvements pursuant to A.R.S. § 48-576 ("Improvements"), and request that the City Council assume immediate jurisdiction and order the Improvements pursuant to A.R.S. § 48-581, without the necessity of publication and posting of the Resolution of Intention provided for in A.R.S. § 48-578.

We respectfully request that the District be established as follows:

I. District. The name of the District to be formed shall be "CITY OF SURPRISE, ARIZONA, ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT";

II. Authority. The District shall be formed and shall exist, pursuant to the terms and provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended, and subject to A.R.S. § 48-616, as amended;

III. Expenses of the District. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the District, which shall be provided for the levy and collection of taxes upon all the real and personal property in the District, shall publish notice thereof, shall have hearings thereon and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of A.R.S. § 42-17101 et seq., §§ 42-17151 – 42-17152, as amended, and the Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by taxes levied and assessed upon all of the property of the District and collect, as Maricopa County, Arizona ("County") taxes are collected, the

amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. Taxes shall be levied and assessed on the basis of ad valorem taxes upon the assessed value of all the property real and personal in the District.

All statutes providing for the levy and collection of State of Arizona ("State") and County taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, shall be applicable to District taxes as provided to be levied under A.R.S. § 48-616, as amended.

IV. Maximum Assessment. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar Twenty Cents ($1.20) upon each hundred dollars of taxable valuation in any year.

V. Purpose. The District shall be authorized to engage in any activity as provided in A.R.S. § 48-616, as may be amended from time to time, i.e., contracting for and purchasing of energy for street and public park lighting;

VI. Non-Exclusive. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of constructing street lighting facilities within any part or all of the same territory as the District; and

VII. Public Property. Any public street or alley within the area proposed for the District shall be omitted from the assessment. Any lot belonging to the United States, the State, County, City, school district or political subdivision or institution of the State or County that is included within the proposed District shall be omitted from the assessment.

VIII. Public Need. Public convenience and necessity require the adoption of the Resolution.

Petitioner hereby further REPRESENTS and WARRANTS to the City:

That on the date hereof, as shown on the assessment roll for State and County taxes, the real property to be in the District is owned by the Petitioner or, if a person listed on such assessment roll is no longer the owner of real property in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to be the Petitioner;

That the real property to be included in the District will be benefited from the Improvement;

Petitioner ACKNOWLEDGES, COVENANTS to the City and AGREES:

That the Improvements be ordered and expenses of the District be paid for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District;

That the Petitioner shall, at its sole cost and expense, provide to Arizona Public Service Company ("APS") such lighting facilities as may be required by APS and the City. Letters from APS and the City Engineer approving the lighting facilities plans are attached hereto in **Exhibit C**;

That the rate to be paid by the City for purchasing energy for the District shall be the rate described on **Exhibit D** attached hereto, or as may be approved from time to time;

That, pursuant to A.R.S. § 42-17257, as amended, the City must first be authorized by the Arizona Department of Revenue to assess, levy and collect taxes relating to the District;

That LENNAR COMMUNITIES, or any successor shall pay to the City, upon demand, all costs and expenses of the District, including all costs and expenses reasonably related to creating the District and all costs and expenses of purchasing energy for street and public park lighting for the District until such time as the City is actually collecting taxes relating to the District in an amount sufficient to pay all costs and expenses of the District; and

WHEREFORE, Petitioner respectfully prays that this Petition be properly filed as provided by law; that the Mayor and Council of the City adopt the Resolution; and undertake such other orders, acts, procedures and relief as are proper, necessary and appropriate to the purposes of forming the District and to the execution of the purposes for which the District shall be organized as the Mayor and Council of the City deem proper and necessary.

PETITIONER FOR CITY OF SURPRISE, ARIZONA , ASANTE PHASE 1 LIGHTING IMPROVEMENT DISTRICT:

[ALL PROPERTY OWNERS WITHIN THE PROPOSED DISTRICT MUST SIGN. IF PROPERTY IS JOINTLY OWNED, SUCH AS BY HUSBAND AND WIFE, BOTH MUST SIGN.]

PROPERTY OWNER:

ASANTE LH, LLC, a Delaware limited liability company

By: **LCD Asante, LLC**, a Delaware limited liability company, its Manager

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

By: _____

Its: VP

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on 2-28-08, 2008, by Jeff Gunderson, the Vice President of **LENNAR COMMUNITIES DEVELOPMENT, INC.**, a Delaware corporation, who executed the foregoing instrument as Manager of and on behalf of **LCD Asante, LLC**, a Delaware limited liability company, who executed the foregoing instrument as Manager of and on behalf of **ASANTE LH, LLC**, a Delaware limited liability company.

Barbara Behrens
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
BARBARA BEHRENS
Expires December 28, 2009

PROPERTY OWNER:

LENNAR COMMUNITIES DEVELOPMENT, INC., a Delaware corporation

By: _____

Its: VP

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me on 2-28-08, 2008, by Jeff Gunderson, the Vice President of **LENNAR COMMUNITIES DEVELOPMENT, INC.**, a Delaware corporation, who executed the foregoing instrument, on behalf of the corporation.

_____
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
BARBARA BEHRENS
Expires December 28, 2009

PROPERTY OWNER:

ACACIA CREDIT FUND 10-A L.L.C., a Delaware limited liability company

By: **Fund 10-A Management Company L.L.C.**, a Delaware limited liability company, its Managing Member

By: **Acacia Capital Corporation**, a California corporation, its Managing Member

By: Steven S Benson

Its: Exec. Vice President

STATE OF ARIZONA)
) ss.
County of ~~Maricopa~~ PINAL)

The foregoing instrument was acknowledged before me on FEBRUARY 29, 2008, ~~2008~~, by STEVEN S. BENSON, the EXECUTIVE V.P. of **ACACIA CAPITAL CORPORATION**, a California corporation, who executed the foregoing instrument as Managing Member of and on behalf of **Fund 10-A Management Company L.L.C.**, a Delaware limited liability company, who executed the foregoing instrument as Managing Member of and on behalf of **ACACIA CREDIT FUND 10-A L.L.C.**, a Delaware limited liability company.

LORA R. CAMPBELL
Notary Public - Arizona
Pinal County
My Comm. Expires Apr 30, 2008

Lora Campbell
Notary Public

My Commission Expires: APRIL 30, 2008

PROPERTY OWNER:

HE CAPITAL 232 PHASE I PROPERTY, LLC, a Delaware limited liability company

By: **HE Capital 232 Phase I, LLC**, a Delaware limited liability company, its Member

By: **Ellman Management Group, Inc.**, an Arizona corporation, its Manager

By: _____
Tim Wright, Senior Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on January 23, 2008, 2008, by Tim Wright, the Senior Vice President of **ELLMAN MANAGEMENT GROUP, INC.**, an Arizona corporation, who executed the foregoing instrument as Manager of and on behalf of **HE Capital 232 Phase I, LLC**, a Delaware limited liability company, who executed the foregoing instrument as Member of and on behalf of **HE CAPITAL 232 PHASE I PROPERTY, LLC**, a Delaware limited liability company.

_____
Notary Public

My Commission Expires: 10/26/2008

"OFFICIAL SEAL"
Lynsi F. Waggoner
Notary Public-Arizona
Maricopa County
My Commission Expires 10/26/2008

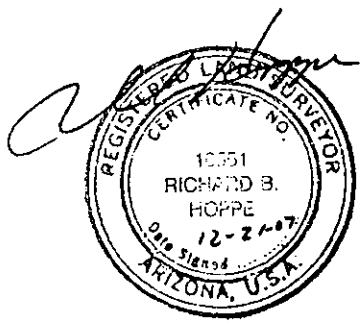
EXHIBIT "A"

Legal Description of the Property

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com



19 December, 2007
Lennar Communities Development, Inc.
ASANTE
Job No. 03101

ASANTE PHASE 1
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.00 FEET;

THENCE NORTH 44 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 470.50 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 351.07 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 42 SECONDS EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,397.52 FEET;

THENCE WEST, A DISTANCE OF 1,025.71 FEET;

THENCE SOUTH 00 DEGREES 51 MINUTES 53 SECONDS WEST, A DISTANCE OF 47.32 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 851.42 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 596.67 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 408.13 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 622.93 FEET;

THENCE NORTH 44 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 463.34 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,432.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 782.01 FEET;

THENCE NORTH 13 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 461.81 FEET;

THENCE SOUTH 58 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 883.19 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,035.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,054.26 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 400.50 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 669.79 FEET;

THENCE NORTH 45 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 42.34 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11, 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 2634.20 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 85.26 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 67.50 FEET;

THENCE SOUTH 45 DEGREES 51 MINUTES 43 SECONDS WEST, A DISTANCE OF 42.34 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 669.79 FEET;

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

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

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 58 MINUTES 35 SECONDS, A DISTANCE OF 496.41 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 883.19 FEET;

THENCE NORTH 58 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 76 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 135.00 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREON;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.00 FEET;

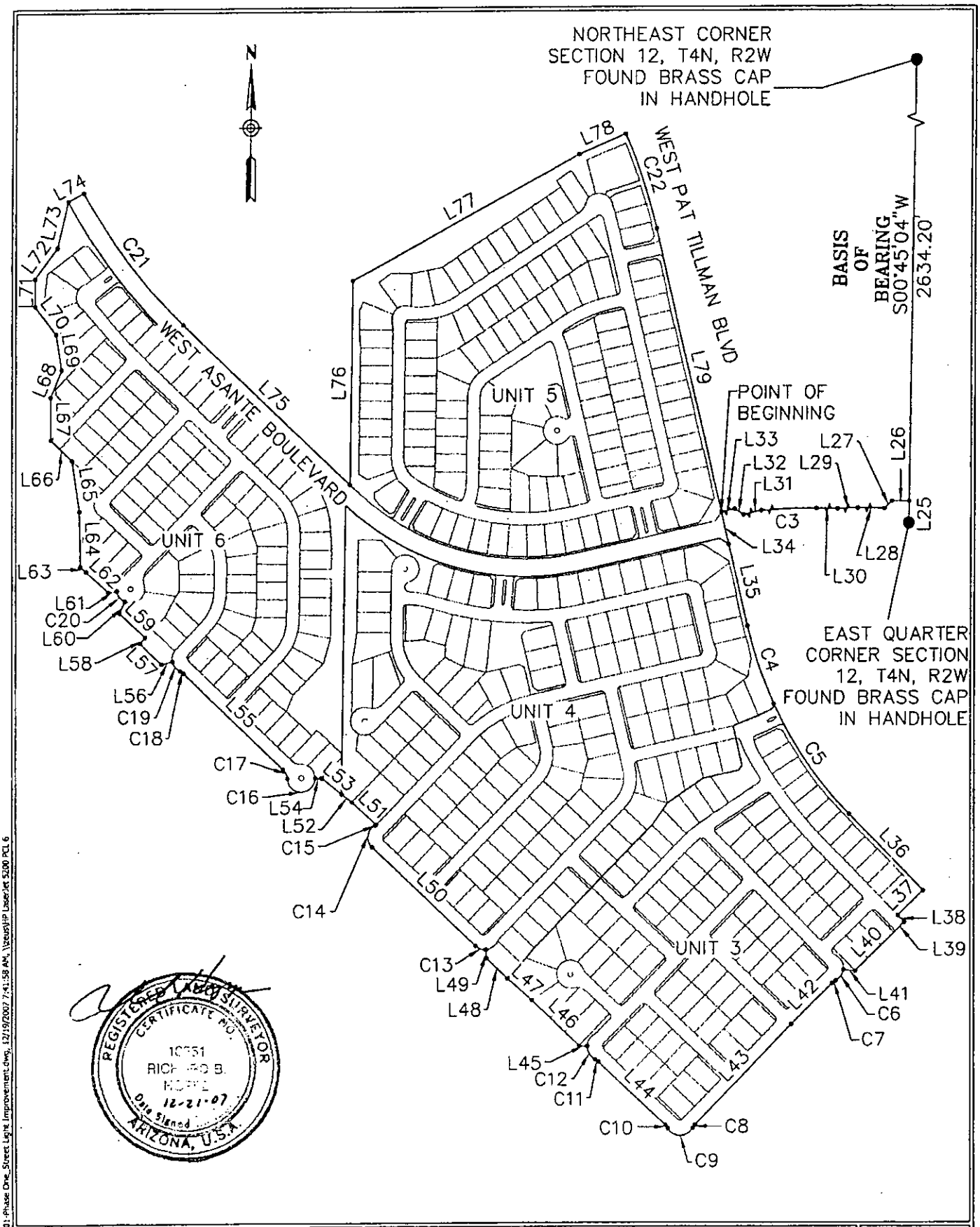
THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 331.81 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,567.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11 DEGREES 51 MINUTES 44 SECONDS, A DISTANCE OF 324.53 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES 59 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,567.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 56 SECONDS, A DISTANCE OF 531.17 FEET;

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 424.70 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 140.00 FEET;



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10251
RICHARD B. MOORE
12-21-07
Date Signed
ARIZONA, U.S.A.

1982 - 2007
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

DEI Professional Services PLLC
6225 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0038
Fax: (602) 944-8605

ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One_Street Light Improvement.dwg

Exhibit
B
2 OF 3

G:\Dwg\03101\Exhibits\03101-Phase One_Street Light Improvement.dwg, 12/19/2007 7:41:58 AM, \\tessy\HP LaserJet 5200 PCL 6

LINE TABLE		
LINE	LENGTH	BEARING
L25	85.26	N 00°45'04" E
L26	67.50	N 89°14'56" W
L27	42.34	S 45°51'43" W
L28	669.79	N 89°01'37" W
L29	400.50	S 88°06'38" W
L30	1054.26	N 89°01'37" W
L31	883.19	S 76°59'47" W
L32	42.43	N 58°00'13" W
L33	135.00	S 76°59'47" W
L34	130.00	S 13°00'13" E
L35	331.81	S 13°00'13" E
L36	424.70	S 44°16'53" E
L37	140.00	S 45°43'07" W
L38	36.50	S 44°16'53" E
L39	50.04	S 43°17'20" W
L40	225.00	S 45°43'07" W
L41	47.57	N 83°36'24" W
L42	230.43	S 45°43'07" W
L43	550.43	S 43°46'26" W
L44	364.06	N 46°13'34" W
L45	31.66	N 87°37'41" W
L46	261.92	N 46°13'34" W
L47	128.15	N 48°02'06" W
L48	115.00	N 46°13'34" W
L49	33.70	N 03°20'56" W
L50	566.00	N 46°13'34" W
L51	129.55	N 46°13'34" W
L52	51.73	N 51°13'03" W
L53	99.51	N 51°13'03" W
L54	26.39	N 88°44'12" W
L55	551.71	N 46°13'34" W
L56	45.70	S 76°52'44" W
L57	120.00	N 46°13'34" W
L58	31.89	N 43°46'26" E
L59	140.00	N 46°13'34" W
L60	50.71	N 24°26'22" E
L61	35.60	S 81°08'59" W
L62	120.00	N 46°13'34" W
L63	29.60	N 49°27'50" W
L64	217.68	N 01°00'28" W
L65	201.45	N 08°23'45" W
L66	118.00	N 46°13'34" W
L67	167.79	N 00°18'03" W
L68	115.66	N 21°59'17" E
L69	141.79	N 09°12'02" W

LINE TABLE		
LINE	LENGTH	BEARING
L70	137.39	N 37°01'17" W
L71	107.48	NORTH
L72	148.21	N 36°35'31" E
L73	185.40	N 13°27'06" E
L74	70.00	N 61°38'56" E
L75	916.72	S 46°24'18" E
L76	800.44	N 00°42'32" E
L77	1017.55	N 61°17'19" E
L78	198.42	N 66°31'54" E
L79	1139.64	S 13°00'13" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C3	496.41	2035.00	13°58'35"	249.44
C4	324.53	1567.50	11°51'44"	162.85
C5	531.17	1567.50	19°24'56"	268.16
C6	54.40	55.00	56°40'00"	29.66
C7	16.65	55.00	17°20'29"	8.39
C8	16.65	55.00	17°20'29"	8.39
C9	119.69	55.00	124°40'58"	104.94
C10	16.65	55.00	17°20'29"	8.39
C11	16.65	55.00	17°20'29"	8.39
C12	63.30	55.00	65°56'22"	35.68
C13	45.24	55.00	47°07'22"	23.98
C14	103.05	55.00	107°20'29"	74.79
C15	4.30	55.00	04°28'36"	2.15
C16	168.81	55.00	175°51'08"	1518.83
C17	41.61	55.00	43°20'30"	21.85
C18	16.65	55.00	17°20'29"	8.39
C19	48.43	55.00	50°26'47"	25.91
C20	54.44	55.00	56°42'37"	29.68
C21	650.68	2065.00	18°03'14"	328.06
C22	389.49	2132.50	10°27'53"	195.29

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ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One_Street Light Improvement.dwg

Exhibit **B** 3 OF 3

THENCE SOUTH 44 DEGREES 16 MINUTES 53 SECONDS EAST, A DISTANCE OF 36.50 FEET;

THENCE SOUTH 43 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.04 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 225.00 FEET;

THENCE NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 47.57 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS BEARS NORTH 83 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 40 MINUTES 00 SECONDS, A DISTANCE OF 54.40 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE SOUTH 45 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 230.43 FEET;

THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 550.43 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 124 DEGREES 40 MINUTES 58 SECONDS, A DISTANCE OF 119.69 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 364.06 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65 DEGREES 56 MINUTES 22 SECONDS, A DISTANCE OF 63.30 FEET;

THENCE NORTH 87 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 31.66 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 261.92 FEET;

THENCE NORTH 48 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 128.15 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.70 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 03 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47 DEGREES 07 MINUTES 22 SECONDS, A DISTANCE OF 45.24 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 566.00 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 107 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 103.05 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04 DEGREES 28 MINUTES 36 SECONDS, A DISTANCE OF 4.30 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 129.55 FEET;

THENCE NORTH 51 DEGREES 13 MINUTES 03 SECONDS WEST, A DISTANCE OF 51.73 FEET;

THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 99.51 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 26.39 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 175 DEGREES 51 MINUTES 08 SECONDS, A DISTANCE OF 168.81 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43 DEGREES 20 MINUTES 30 SECONDS, A DISTANCE OF 41.61 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 551.71 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50 DEGREES 26 MINUTES 47 SECONDS, A DISTANCE OF 48.43 FEET;

THENCE SOUTH 76 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 45.70 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 43 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 31.89 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.71 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 24 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56 DEGREES 42 MINUTES 37 SECONDS, A DISTANCE OF 54.44 FEET;

THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 35.60 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 49 DEGREES 27 MINUTES 50 SECONDS WEST, A DISTANCE OF 29.60 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 217.68 FEET;

THENCE NORTH 08 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 46 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.00 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 167.79 FEET;

THENCE NORTH 21 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 115.66 FEET;

THENCE NORTH 09 DEGREES 12 MINUTES 02 SECONDS WEST, A DISTANCE OF 141.79 FEET;

THENCE NORTH 37 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.39 FEET;

THENCE NORTH, A DISTANCE OF 107.48 FEET;

THENCE NORTH 36 DEGREES 35 MINUTES 31 SECONDS EAST, A DISTANCE OF 148.21 FEET;

THENCE NORTH 13 DEGREES 27 MINUTES 06 SECONDS EAST, A DISTANCE OF 185.40 FEET;

THENCE NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 70.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 61 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 2,065.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 03 MINUTES 14 SECONDS, A DISTANCE OF 650.68 FEET;

THENCE SOUTH 46 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 916.72 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 800.44 FEET;

THENCE NORTH 61 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 1,017.55 FEET;

THENCE NORTH 66 DEGREES 31 MINUTES 54 SECONDS EAST, A DISTANCE OF 198.42 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, WHOSE RADIUS BEARS SOUTH 66 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 2,132.50 FEET;

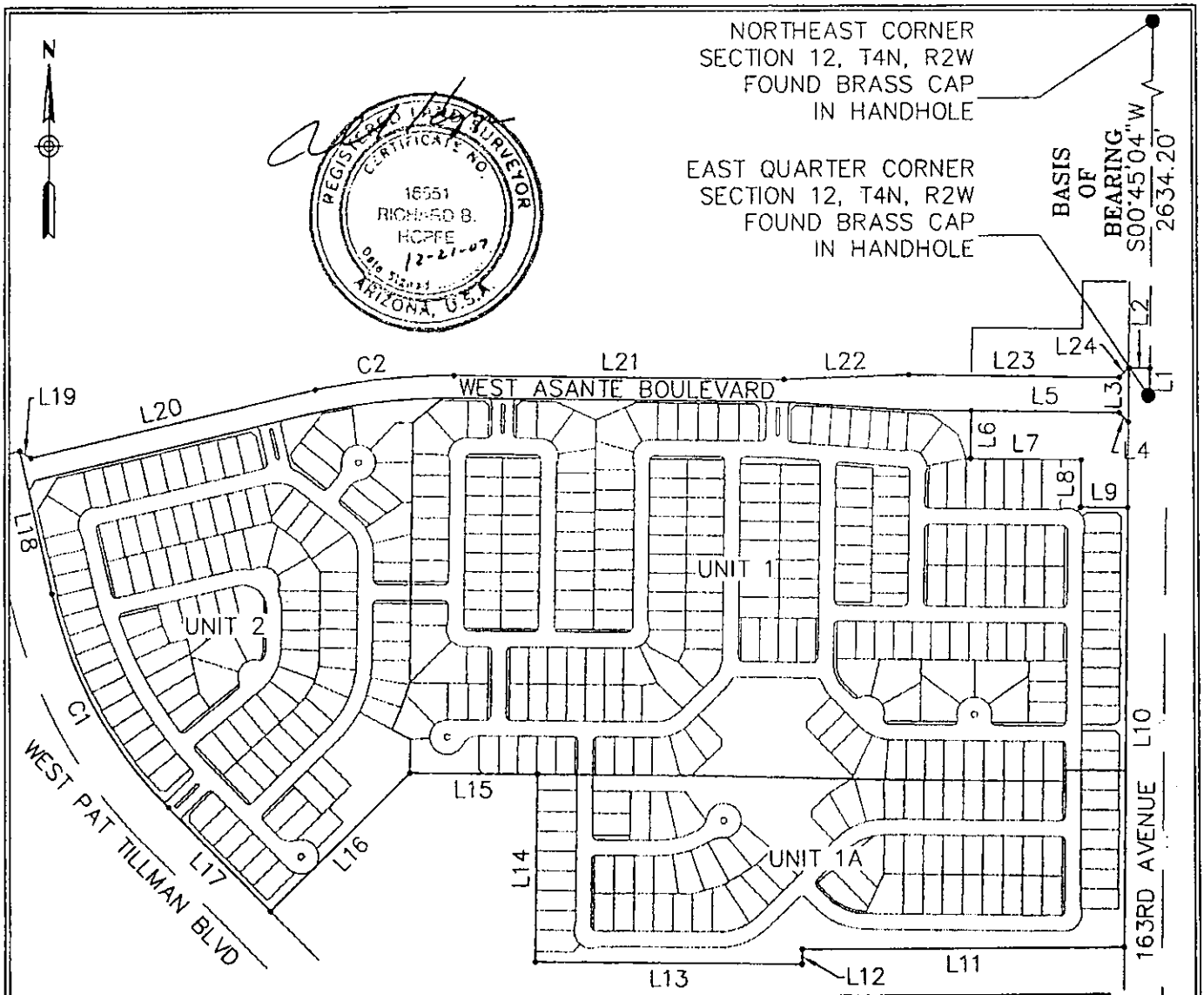
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10 DEGREES 27 MINUTES 53 SECONDS, A DISTANCE OF 389.49 FEET;

THENCE SOUTH 13 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,139.64 FEET; TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 12,047,429.35 SQUARE FEET OR 276.57 ACRES, MORE OR LESS.

EXHIBIT "B"

Map of the District



LINE TABLE		
LINE	LENGTH	BEARING
L1	85.26	N 00°45'04" E
L2	67.50	N 89°14'56" W
L3	170.00	S 00°45'11" W
L4	42.51	N 44°08'10" W
L5	470.50	N 89°01'37" W
L6	150.00	S 00°58'23" W
L7	351.07	S 89°01'37" E
L8	150.00	S 00°45'18" W
L9	150.00	S 89°14'42" E
L10	1397.52	S 00°45'18" W
L11	1025.71	WEST
L12	47.32	S 00°51'53" W
L13	851.42	N 89°01'37" W
L14	596.67	N 00°58'23" E

LINE TABLE		
LINE	LENGTH	BEARING
L15	408.13	N 89°01'37" W
L16	622.93	S 45°43'07" W
L17	463.34	N 44°16'53" W
L18	461.81	N 13°00'13" W
L19	42.43	S 58°00'13" E
L20	883.19	N 76°59'47" E
L21	1054.26	S 89°01'37" E
L22	400.50	N 88°06'38" E
L23	669.79	S 89°01'37" E
L24	42.34	N 45°51'43" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	782.01	1432.50	31°16'40"	401.01
C2	496.41	2035.00	13°58'35"	249.44

1982-2007
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DEI Professional Services LLC
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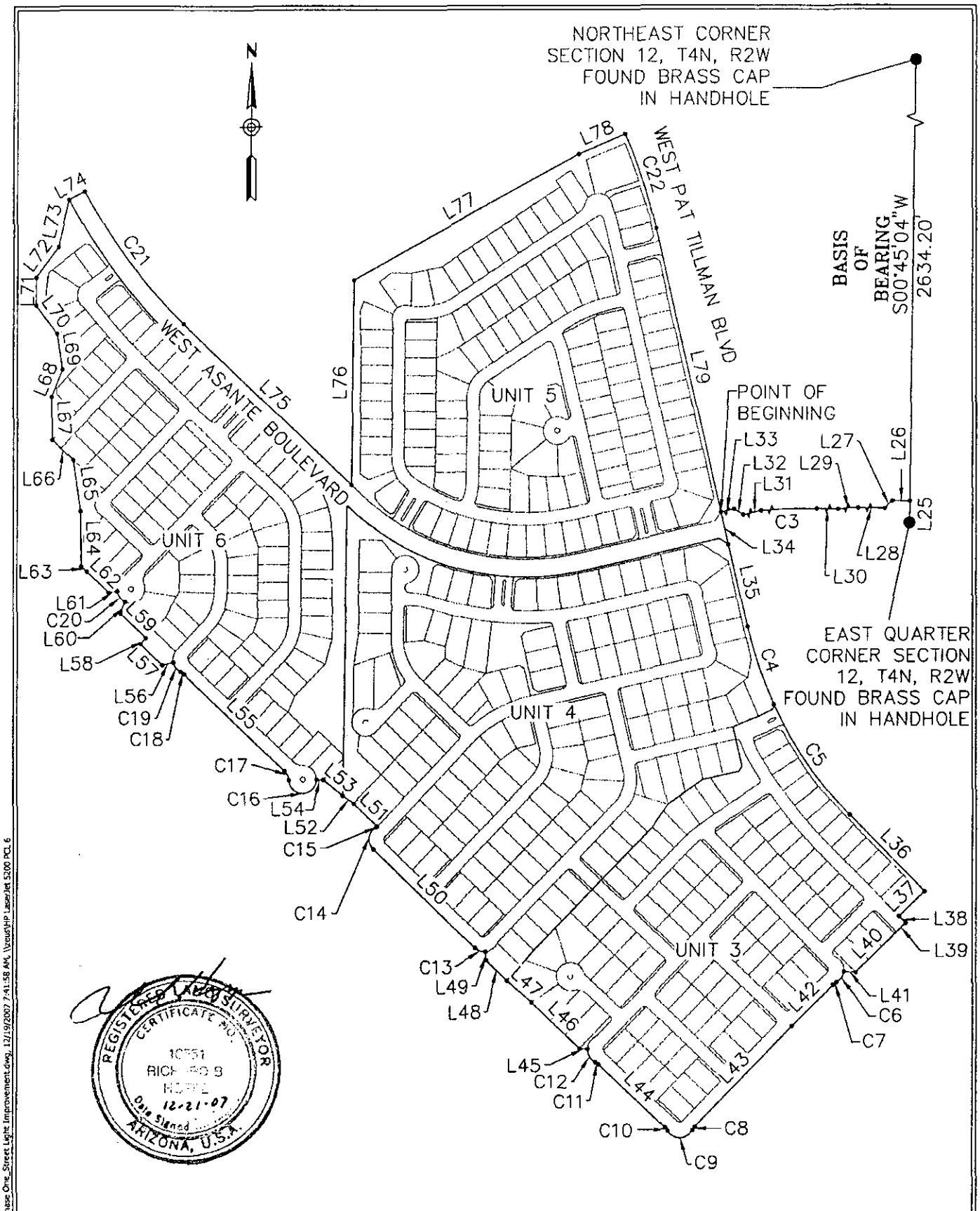
ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One Street Light Improvement.dwg

Exhibit B

1 OF 3



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10751
RICHARD S
ROSE
Date signed 12-21-07
ARIZONA, U.S.A.

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Exhibit **B**

2 OF 3

G:\Dwg\03101\Exhibits\03101-Phase One_Street Light Improvement.dwg, 12/19/2007 7:41:58 AM, \\zeus\HP LaserJet 5200 PCL 6

LINE TABLE		
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L53	99.51	N 51°13'03" W
L54	26.39	N 88°44'12" W
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L76	800.44	N 00°42'32" E
L77	1017.55	N 61°17'19" E
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L79	1139.64	S 13°00'13" E

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C8	16.65	55.00	17°20'29"	8.39
C9	119.69	55.00	124°40'58"	104.94
C10	16.65	55.00	17°20'29"	8.39
C11	16.65	55.00	17°20'29"	8.39
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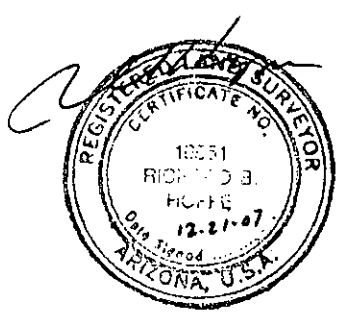
C15	4.30	55.00	04°28'36"	2.15
C16	168.81	55.00	175°51'08"	1518.83
C17	41.61	55.00	43°20'30"	21.85
C18	16.65	55.00	17°20'29"	8.39
C19	48.43	55.00	50°26'47"	25.91
C20	54.44	55.00	56°42'37"	29.68
C21	650.68	2065.00	18°03'14"	328.06
C22	389.49	2132.50	10°27'53"	195.29



1982 - 2007
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

DEI Professional Services, LLC
6225 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0038
Fax: (602) 944-8605

ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One_Street Light Improvement.dwg

Exhibit **B**

3 OF 3

EXHIBIT "C"

APS & CITY ENGINEER APPROVAL LETTERS

(SEE DOCUMENT FOLLOWING THIS PAGE)

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W216889**

PROJECT NAME: ASANTE INFRASTRUCTRUE 163ED AVENUE

DEVELOPER: LENNAR DEVELOPMENT COMMUNITIES

LOCATION: 163RD AVENUE AND GRAND AVENUE

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W216889**

PROJECT NAME: Asante Infrastructure Phase 1

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Pamela J. Blackburn

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301867**

PROJECT NAME: Asante Infrastructure Parcel 1

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Ronald J. Blackburn

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301868**

PROJECT NAME: Asante Infrastructure Parcel 2

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Pamela J. Blackburn

APS DESIGN PROJECT MANAGER

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301869**

PROJECT NAME: Asante Infrastructure Parcel 3

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Pamela J. Beckerman

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301870**

PROJECT NAME: Asante Infrastructure Parcel 4

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

Ronald J. Blackburn

APS DESIGN PROJECT MANAGER

APS

THE POWER TO MAKE IT HAPPEN™

A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301871**

PROJECT NAME: Asante Infrastructure Parcel 5

DEVELOPER: Lennar Development Communities

LOCATION: Grand Avenue and 163rd Avenue

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

APS DESIGN PROJECT MANAGER

APS
THE POWER TO MAKE IT HAPPEN
A subsidiary of Pinnacle West Capital Corporation

APS/CITY OF SURPRISE STREETLIGHT APPROVAL LETTER

DATE: 090806 **WORK ORDER # W301872**

PROJECT NAME: ASANTE PARCEL 6

DEVELOPER: LENNAR DEVELOPMENT COMMUNITIES

LOCATION: GRAND AVENUE AND 163RD AVENUE

THIS LETTER APPROVES THE FINAL PLANS FOR ELECTRIC INSTALLATION FOR STREETLIGHTS ON THE ABOVE MENTIONED PROJECT AND VERIFIES THE STREETLIGHTS TO BE INSTALLED MEET APS STANDARDS AND SPECIFICATIONS FOR EQUIPMENT AND FACILITIES.

APS DESIGN PROJECT MANAGER

SURPRISE
ARIZONA

JUL 13 2006

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: 7/11/2006
Project: Asante Phase I 163 Ave
LIS Engineering #: E06R-0282
Applicant: GTR Engineering
Plan Reviewer: Fred Stevens

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:

Grading/Drainage	___
Water	___
Sewer	___
Paving	___
Street Light	X
Signage & Striping	___
Improvement	___
Other	___

APPROVED PERMITS:

	CITY**	PRIVATE**
Water	___	___
Sewer	___	___
Grading	___	___
Paving	___	___
Concrete	___	___
Dry Well	___	___
Storm Drain	___	___
Dry Utility	X	___
Traffic	___	___

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

The following information is needed to process civil permits.

1. Copy of the Maricopa County Dust Control Permit for the above-mentioned project.
2. Name, address and phone number of Developer, contractor and subcontractor.
3. Copy of Developer, contractor and subcontractors current city business license.
4. **Contractor must provide a written statement indicating the source of construction water.**

Pre-Construction Conference:

Contractor must submit the following at or prior to the pre-construction conference:

- Project schedule
- List of proposed subcontractors and material suppliers
- Traffic control plan(s)
- Designated traffic control coordinator
- List of supervisory personnel and emergency contact name and numbers

As a minimum, the pre-construction conference will cover the following:

- Review of the contractor's schedule;
- Introduction of key project members;
- Quality control efforts by the contractor;
- Plans and specifications clarification;
- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

\\Zeus\City Hall\Engineering\Patsy Fawcett\misc forms\Plan Approval & permit requirments.doc

SURPRISE
ARIZONA

ENGINEERING DEPARMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721
TTY: 623-875-4208

ROUTING TRANSMITTAL

Date: 07/10/06
Project: Asante Phase 1 – 163rd Ave - Street Lights
LIS #: E06R-0282
Engineering Firm: GTR Engineering Inc.
Plan Reviewer: Fred Steeman Jr.

Signatures Required:
_____ Maricopa County
_____ AZ American Water

REVIEW: _____ 1ST ___X___ 2ND _____ 3RD _____ 4TH _____ Final/Original

APPROVED DEVELOPMENT PLANS:		APPROVED PERMITS: CITY	PRIVATE
Grading/Drainage	___	Water	___ ___
Water	___	Sewer	___ ___
Sewer	___	Grading	___ ___
Paving	___	Paving	___ ___
Street Light	X	Concrete	___ ___
Final Plat/MLD	___	Dry Well	___ ___
Striping	___	Storm Drain	___ ___
Drainage Report	___	Irrigation	___ ___
Water Model Report	___		
Other	___		

COMMENTS:

X 40 streets lights are to be added to the City's of Surprise Street Light Energy Billing

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: 7/19/2006
Project: ASANTE PHASE 1 INFRASTRUCTURE
LIS Engineering #: E06R-0281
Applicant: GTR ENGINEERING
Plan Reviewer: OBIORA CHUKUKA

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit (0) hard copies with required signatures listed above.
an AUTOCAD CD of approved plans and an engineers cost estimate

Grading/Drainage	___
Water	___
Sewer	___
Paving	___
Street Light	X
Signage & Striping	___
Improvement	___
Other	___

APPROVED PERMITS:

	CITY**	PRIVATE**
Water	___	___
Sewer	___	___
Grading	___	___
Paving	___	___
Concrete	___	___
Dry Well	___	___
Storm Drain	___	___
Dry Utility	___	___
Traffic	___	___

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

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We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

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SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: 7/13/2006
Project: Asante Phase I Unit 1
LIS Engineering #: E06R-0280
Applicant: GTR Engineering
Plan Reviewer: Bob Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:

Grading/Drainage	___
Water	___
Sewer	___
Paving	___
Street Light	x
Signage & Striping	___
Improvement	___
Other	___

APPROVED PERMITS:

	CITY**	PRIVATE**
Water	___	___
Sewer	___	___
Grading	___	___
Paving	___	___
Concrete	___	___
Dry Well	___	___
Storm Drain	___	___
Dry Utility	x	___
Traffic	___	___

****Please Refer to Engineering Fee Schedule for Permit Fees****

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- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

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\\Zeus\City Hall\Engineering\Patsy Fawcett\misc forms\Plan Approval & permit requirments.doc

LETTER OF TRANSMITTAL

SURPRISE
ARIZONA

CITY OF SURPRISE
ENGINEERING DEPARTMENT
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Phone: (623) 583-6025
Fax: (623) 583-0721

TO: GTR

PHONE:

ATTN: Doug Horning

RE: Agave Parcel Unit 1

CASE/ENGINEERING NUMBER: EDER-0280

PLAN REVIEWER: Bob Erch

☒ REGULAR REVIEW

☐ EXPEDITED REVIEW

DATE RECEIVED: 7/6/06

REVIEW END DATE: 7/13/06

PICK UP DATE:

PLANS AND DRAWINGS:

_____ WATER
_____ SEWER
_____ PAVING
_____ GRADING
_____ DRAINAGE
_____ IMPROVEMENTS
X STREET LIGHTS
_____ SIGNAGE & STRIPING
_____ TRAFFIC SIGNALS
_____ STORM WATER (SWPPP)
_____ FIRELINE
_____ _____

REPORTS:

_____ DRAINAGE REPORT
_____ WATER MODEL REPORT
_____ TRAFFIC IMPACT STUDY
_____ SOILS TEST

FEES IN THE AMOUNT OF:

DATE PAID:

CHECK NUMBER:

ENGINEERING RECEIPT:

FINANCE RECEIPT: 001-000

FOR REVIEW 1st (2nd) 3rd 4th ☒ APPROVED ☐ SIGNATURE DATE ☐ FOR YOUR INFORMATION

_____ _____ SHEETS @ _____ PER SHEET = _____
_____ _____ SHEETS @ _____ PER SHEET = _____
_____ _____ SHEETS @ _____ PER SHEET = _____
_____ _____ SHEETS @ _____ PER SHEET = _____
_____ _____ REPORT @ _____ PER REPORT = _____

REMARKS:

PREPARED BY: _____ TOTAL DUE: _____

NAME/COMPANY: Christi Lowary GTR Engineering DATE: 7-18-06

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 1A
LIS Engineering #: E06R-0353
Applicant: GTR Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for the below plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0554 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

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- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: 7/10/2006
Project: Asante Phase I Unit 2
LIS Engineering #: E06R-0283
Applicant: GTR Engineering
Plan Reviewer: James Tate

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:

Grading/Drainage	___
Water	___
Sewer	___
Paving	___
Street Light	X
Signage & Striping	___
Improvement	___
Other	___

APPROVED PERMITS:

	CITY**	PRIVATE**
Water	___	___
Sewer	___	___
Grading	___	___
Paving	___	___
Concrete	___	___
Dry Well	___	___
Storm Drain	___	___
Dry Utility	X	___
Traffic	___	___

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

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- Traffic issues;
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Parcel 2
Permits

JUL 12 2006

SURPRISE
ARIZONA

ENGINEERING DEPARMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721
TTY: 623-875-4208

Date: 7/7/06
Project: ASANTE PH I UNIT 2
LIS #: E06R - 0283
Engineering Firm: GTR
Plan Reviewer: TATE

Signatures Required:
_____ Maricopa County
_____ AZ American Water

REVIEW: _____ 1ST ✓ APPRVD 2ND _____ 3RD _____ 4TH _____ Final/Original

APPROVED DEVELOPMENT PLANS:

Grading/Drainage	—
Water	—
Sewer	—
Paving	—
Street Light	✓
Final Plat/MLD	—
Striping	—
Drainage Report	—
Water Model Report	—
Other	—

APPROVED PERMITS:

	CITY	PRIVATE
Water	—	—
Sewer	—	—
Grading	—	—
Paving	—	—
Concrete	—	—
Dry Well	—	—
Storm Drain	—	—
Irrigation	—	—

COMMENTS:

ENG/CIVIL 08/2005

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 3
LIS Engineering #: E06R-0356
Applicant: Gtr Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for approved plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0556 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

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2. Name, address and phone number of Developer, contractor and subcontractor.
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- Traffic issues;
- Safety and daily cleanup;

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We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

\\Zeus\City Hall\Engineering\Projects\Residential\ASANTE PAD (FKA Ni - McRae)\PHASE 1 UNIT 3\APPROVAL LETTERS\Streetlight.doc

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 4
LIS Engineering #: E06R-0352
Applicant: Gtr Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for the approved plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0557 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

The following information is needed to process civil permits.

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SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 5
LIS Engineering #: E06R-0355
Applicant: Gtr Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for the approved plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0558 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

The following information is needed to process civil permits.

1. Copy of the Maricopa County Dust Control Permit for the above-mentioned project.
2. Name, address and phone number of Developer, contractor and subcontractor.
3. Copy of Developer, contractor and subcontractors current city business license.
4. **Contractor must provide a written statement indicating the source of construction water.**

Pre-Construction Conference:

Contractor must submit the following at or prior to the pre-construction conference:

- Project schedule
- List of proposed subcontractors and material suppliers
- Traffic control plan(s)
- Designated traffic control coordinator
- List of supervisory personnel and emergency contact name and numbers

As a minimum, the pre-construction conference will cover the following:

- Review of the contractor's schedule;
- Introduction of key project members;
- Quality control efforts by the contractor;
- Plans and specifications clarification;
- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

\\Zeus\City Hall\Engineering\Projects\Residential\ASANTE PAD (FKA Ni - McRae)\PHASE 1 UNIT 5\Approval Letter\Streetlights.doc

SURPRISE
ARIZONA

CIVIL ENGINEERING DEPARTMENT
12425 West Bell Road, Suite B-205
Surprise, Arizona 85374
Phone: 623-583-6025
Fax: 623-583-0721

CIVIL PLAN APPROVAL AND REQUIRED PERMITS

Date: August 30, 2006
Project: ASANTE PHASE 1 UNIT 6
LIS Engineering #: E06R-0354
Applicant: Gtr Engineering
Plan Reviewer: Robert Eroh

Signatures Required:
_____ Maricopa County
_____ AZ American Water
_____ Other:

APPROVED CIVIL PLANS:
Remit an engineers cost estimate for the approved plans.

STREETLIGHTS

APPROVED PERMITS:
E06P-0559 – Utility Trenching

****Please Refer to Engineering Fee Schedule for Permit Fees****

City of Surprise Inspection Permits:

The following information is needed to process civil permits.

1. Copy of the Maricopa County Dust Control Permit for the above-mentioned project.
2. Name, address and phone number of Developer, contractor and subcontractor.
3. Copy of Developer, contractor and subcontractors current city business license.
4. **Contractor must provide a written statement indicating the source of construction water.**

Pre-Construction Conference:

Contractor must submit the following at or prior to the pre-construction conference:

- Project schedule
- List of proposed subcontractors and material suppliers
- Traffic control plan(s)
- Designated traffic control coordinator
- List of supervisory personnel and emergency contact name and numbers

As a minimum, the pre-construction conference will cover the following:

- Review of the contractor's schedule;
- Introduction of key project members;
- Quality control efforts by the contractor;
- Plans and specifications clarification;
- City and neighborhood concerns.
- Emergency contacts;
- Utility coordination;
- Traffic issues;
- Safety and daily cleanup;

To schedule the pre-construction meeting, please contact Don Moseley at 623-875-4268.

We appreciate your cooperation during the design review. We look forward to working with you and your contractor during the construction phase of this project. If you have any questions please contact Patsy Fawcett or Joe Garza at 623-583-6025.

EXHIBIT "D"

CITY PAID RATE SCHEDULE

(SEE DOCUMENT FOLLOWING THIS PAGE)

RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is available in those portions of cities, towns and unincorporated communities in which Company does a general retail electric business and where Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

APPLICATION

This rate schedule is applicable to service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities where such service for the entire area is contracted for from the Company by the city, town, other governmental agencies, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

RATES

The bill shall be computed at the following rates for each type of standard facility and/or service utilized to provide street lighting, plus any adjustments incorporated in this schedule:

1. FIXTURES (Includes Mounting Arm, if Applicable)

				RATES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
A. Acorn	9,500 HPS	100	41	$19.86	$6.76
	16,000 HPS	150	69	22.04	8.55
B. Architectural	9,500 HPS	100	41	11.28	5.38
	16,000 HPS	150	69	13.18	7.20
	30,000 HPS	250	99	15.64	9.25
	50,000 HPS	400	153	19.29	13.30
	14,000 MH	175	72	15.79	8.65
	21,000 MH	250	101	17.92	10.67
	36,000 MH	400	159	22.41	14.67
	8,000 LPS	55	30	16.40	7.20
	13,500 LPS	90	50	19.34	8.69
	22,500 LPS	135	72	22.09	10.60
	33,000 LPS	180	90	26.58	12.49
C. Cobra/Roadway	5,800 HPS	70	29	6.41	3.79
	9,500 HPS	100	41	7.54	4.64
	16,000 HPS	150	69	9.45	6.47
	30,000 HPS	250	99	11.39	8.41
	50,000 HPS	400	153	15.45	12.01

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

					RATES	
		Lumen	Watts	kWh	Investment by Company	Investment By Others
C. Cobra/Roadway (cont.)		14,000 MH	175	72	$10.98	$7.49
		21,000 MH	250	101	12.84	9.31
		36,000 MH	400	159	16.90	12.94
		8,000 FL	100	38	12.62	3.70
D. Decorative Transit		9,500 HPS	100	41	27.22	8.15
		30,000 HPS	250	99	31.16	11.76
E. Flood		30,000 HPS	250	99	15.12	9.40
		50,000 HPS	400	153	18.75	13.04
		21,000 MH	250	101	16.14	9.93
		36,000 MH	400	159	19.68	13.47
F. Post Top	Colonial Gray	8,000 FL	100	38	13.60	3.84
		9,500 HPS	100	41	7.78	4.88
	Colonial Black	9,500 HPS	100	41	8.96	5.05
	Decorative Transit	9,500 HPS	100	41	23.83	7.51
G. FROZEN		4,000 INC	295	103	7.18	7.49
		7,000 MV	175	73	9.30	5.33
		11,000 MV	250	96	11.65	7.10
		20,000 MV	400	150	18.29	10.36

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).

II. POLES

				RATES	
			Height	Investment by Company	Investment By Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	$8.93	$1.23
			22 ft.	10.05	1.38
			25 ft.	10.88	1.50
			30 ft.	12.50	1.72
			32 ft.	13.13	1.74
		2 Simplex Adapters	12 ft.	9.52	1.31
			22 ft.	10.94	1.51
			25 ft.	11.41	1.57
			30 ft.	13.26	1.83
			32 ft.	14.15	1.95
	Square Steel	5"	13 ft.	10.24	1.41
			15 ft.	9.15	1.26
			23 ft.	10.85	1.49
			25 ft.	11.93	1.64
			28 ft.	13.24	1.82
			32 ft.	13.17	1.81
	Concrete		12 ft.	30.51	4.20
	Fiberglass		12 ft.	25.84	3.56
	Decorative Transit Pedestrian	4"	16 ft.	25.19	3.47
	Decorative Transit	6"	30 ft.	48.64	6.70
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	8.59	1.18
			22 ft.	9.71	1.34
			25 ft.	10.53	1.45
			30 ft.	12.16	1.68
			32 ft.	12.78	1.76
		2 Simplex Adapters	12 ft.	9.18	1.26
			22 ft.	10.25	1.41
			25 ft.	11.07	1.52
			30 ft.	12.92	1.78
			32 ft.	13.80	1.90
		3 Bolt Arm	32 ft.	15.86	2.18
	Square Steel	5"	13 ft.	9.90	1.36
			15 ft.	10.13	1.39
			23 ft.	10.51	1.45
			25 ft.	11.59	1.60
			28 ft.	12.89	1.78
			32 ft.	13.38	1.84

II POLES (cont)

				RATES	
			Height	Investment by Company	Investment By Others
C. Direct Bury	Round Steel		19 ft.	13.52	1.86
			30 ft.	10.55	1.95
			38 ft.	12.88	2.00
		Self Support	40 ft.	15.86	2.51
		Stepped	49 ft.	47.69	6.57
	Square Steel	4"	34 ft.	11.65	2.02
		5"	20 ft.	11.06	1.83
			30 ft.	11.52	1.90
			38 ft.	12.51	2.17
	Steel Distribution Pole (for lighting only)		35 ft.	17.27	2.28
D. Post Top	Decorative Transit Anchor Base		16 ft.	25.73	3.54
	Gray Steel/Fiberglass		23 ft.	8.92	1.47
	Black Steel		23 ft.	9.84	1.62
E. Existing distribution pole suitable for streetlight use				1.09	
F. FROZEN	Wood Poles		30 ft.	6.56	1.14
			35 ft.	6.56	1.09

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

		RATES	
	Height	Investment by Company	Investment By Others
A. Flush	4 ft.	$7.27	$1.00
	6 ft.	8.67	1.50
B. Pedestal	8 ft.	9.94	1.73
For 32' Round Steel Pole only	4 ft. 6"	6.89	1.20

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

	RATES
	Company Owned
Underground Circuit Charges:	
a. Per foot of cable, installed under paving	0.11532
b. Per foot of cable, not installed under paving	0.04101

FROZEN

ADJUSTMENTS

1. The Environmental Portfolio Surcharge shall be applied to every retail electric service as set forth in the Company's Rate Schedule EPS-1.

2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Rate Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744.

3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Rate Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.

4. The bill is subject to the Competition Rules Compliance Charge as set forth in the Company's Rate Schedule CRCC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

5. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Rate Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

6. The bill is subject to the Demand Side Management Adjustment charge as set forth in the Company's Rate Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

7. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

2. The Company cannot guarantee that streetlighting facilities will always operate as intended. Therefore, the customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by customer; however, if the maintenance requires cable replacement or repairs, the Company shall use reasonable efforts to complete said repairs within twenty (20) working days.

3. The customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.

NON-STANDARD FACILITIES

Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

EXTENSION OF STREET LIGHTING SYSTEM

The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in Section 6.1.2 of the Company's Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the customer's request, the Company will provide such earthwork for a contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.

NORTH AMERICAN TITLE COMPANY
3200 East Camelback #150
Phoenix, AZ 85018
(602)280-7500

CONDITION OF TITLE REPORT

SCHEDULE A

Fee:	Effective Date:	Order No.:
$500.00	March 24, 2008 at 7:50 a.m.	28100-07-51959
		Customer Ref.: Asante SLID

1. **This report is for informational purposes only and is not to be considered a commitment to insure or a commitment to issue a policy; no insurance, guarantee or other assurance is intended or afforded hereby. This report is for the sole and benefit of the parties set forth in the Number 2 below and liability is hereby limited to the amount of the fee paid.**

   This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B.

2. **For the use and benefit of:**
   City of Surprise

3. **The estate or interest in the land described herein is:**

   Fee

4. **Title to said estate or interest at the date hereof is vested in:**
   Lennar Communities Development, Inc., a Delaware corporation; HE Capital 232 Phase I Property, LLC, a Delaware limited liability company; Acacia Credit Fund 10-A L.L.C., a Delaware limited liability company; Asante LH, LLC, a Delaware limited liability company and City of Surprise

5. **The land referred to in this report is located in Maricopa County, and is described as:**

   LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

NORTH AMERICAN TITLE COMPANY, an Arizona corporation

NOTE: Please direct all inquiries and correspondence to Tim Shaffer, your title officer, at (602)280-7500 or tshaffer@nat.com.

By: Tim Shaffer/ts

EXHIBIT "A"

PARCEL NO. 1:

A parcel of land located within Sections 11, 12 and 13, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of Section 12, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being monumented by a Brass Cap in a handhole, from which the Northeast corner of said Section 12 being monumented by a Brass Cap in a handhole bears North 00 degrees 45 minutes 04 seconds East, a distance of 2634.20 feet;

thence North 00 degrees 45 minutes 04 seconds East, a distance of 85.26 feet;

thence North 89 degrees 14 minutes 56 seconds West, a distance of 67.50 feet, to the POINT OF BEGINNING of the parcel described hereon;

thence South 00 degrees 45 minutes 11 seconds West, a distance of 170.00 feet;

thence North 44 degrees 08 minutes 10 seconds West, a distance of 42.51 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 470.50 feet;

thence South 00 degrees 58 minutes 23 seconds West, a distance of 150.00 feet;

thence South 89 degrees 01 minutes 37 seconds East, a distance of 351.07 feet;

thence South 00 degrees 45 minutes 18 seconds West, a distance of 150.00 feet;

thence South 89 degrees 14 minutes 42 seconds East, a distance of 150.00 feet;

thence South 00 degrees 45 minutes 18 seconds West, a distance of 1397.52 feet;

thence West, a distance of 1025.71 feet;

thence South 00 degrees 51 minutes 53 seconds West, a distance of 47.32 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 851.42 feet;

thence North 00 degrees 58 minutes 23 seconds East, a distance of 596.67 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 408.13 feet;

thence South 45 degrees 43 minutes 07 seconds West, a distance of 622.93 feet;

thence North 44 degrees 16 minutes 53 seconds West, a distance of 463.34 feet, to the beginning of a curve, concave Northeasterly, having a radius of 1432.50 feet;

thence Northwesterly along the arc of said curve to the right through a central angle of 31 degrees 16 minutes 40 seconds, a distance of 782.01 feet;

thence North 13 degrees 00 minutes 13 seconds West, a distance of 461.81 feet;

thence South 58 degrees 00 minutes 13 seconds East, a distance of 42.43 feet;

thence North 76 degrees 59 minutes 47 seconds East, a distance of 883.19 feet, to the beginning of a curve, concave Southerly, having a radius of 2035.00 feet;

thence Easterly along the arc of said curve to the right through a central angle of 13 degrees 58 minutes 35 seconds, a distance of 496.41 feet;

thence South 89 degrees 01 minutes 37 seconds East, a distance of 1054.26 feet;

thence North 88 degrees 06 minutes 38 seconds East, a distance of 400.50 feet;

thence South 89 degrees 01 minutes 37 seconds East, a distance of 669.79 feet;

thence North 45 degrees 51 minutes 43 seconds East, a distance of 42.34 feet, to the POINT OF BEGINNING of the parcel herein described.

PARCEL NO. 2:

A parcel of land located within Sections 11, 12 and 13, Township 4 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of Section 12, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being monumented by a Brass Cap in a handhole, from which the Northeast corner of said Section 12 being monumented by a Brass Cap in a handhole bears North 00 degrees 45 minutes 04 seconds East, a distance of 2634.20 feet;

thence North 00 degrees 45 minutes 04 seconds East, a distance of 85.26 feet;

thence North 89 degrees 14 minutes 56 seconds West, a distance of 67.50 feet;

thence South 45 degrees 51 minutes 43 seconds West, a distance of 42.34 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 669.79 feet;

thence South 88 degrees 06 minutes 38 seconds West, a distance of 400.50 feet;

thence North 89 degrees 01 minutes 37 seconds West, a distance of 1054.26 feet, to the beginning of a curve, concave Southerly, having a radius of 2035.00 feet;

thence Westerly along the arc of said curve to the left through a central angle of 13 degrees 58 minutes 35 seconds, a distance of 496.41 feet;

thence South 76 degrees 59 minutes 47 seconds West, a distance of 883.19 feet;

thence North 58 degrees 00 minutes 13 seconds West, a distance of 42.43 feet;

thence South 76 degrees 59 minutes 47 seconds West, a distance of 135.00 feet, to the POINT OF BEGINNING of the parcel described hereon;

thence South 13 degrees 00 minutes 13 seconds East, a distance of 130.00 feet;

thence continue Southerly along said line, a distance of 331.81 feet, to the beginning of a curve, concave Easterly, having a radius of 1567.50 feet;

thence Southerly along the arc of said curve to the left through a central angle of 11 degrees 51 minutes 44 seconds, a distance of 324.53 feet, to the beginning of a non-tangent curve, concave Northeasterly, whose

radius bears North 76 degrees 59 minutes 47 seconds East, a distance of 1567.50 feet;

thence Southeasterly along the arc of said curve to the left through a central angle of 19 degrees 24 minutes 56 seconds, a distance of 531.17 feet;

thence South 44 degrees 16 minutes 53 seconds East, a distance of 424.70 feet;

thence South 45 degrees 43 minutes 07 seconds West, a distance of 140.00 feet;

thence South 44 degrees 16 minutes 53 seconds East, a distance of 36.50 feet;

thence south 43 degrees 17 minutes 20 seconds West, a distance of 50.04 feet;

thence South 45 degrees 43 minutes 07 seconds West, a distance of 225.00 feet;

thence North 83 degrees 36 minutes 24 seconds West, a distance of 47.57 feet, to the beginning of a non-tangent curve, concave Northwesterly, whose radius bears North 83 degrees 36 minutes 24 seconds West, a distance of 55.00 feet;

thence Southwesterly along the arc of said curve to the right through a central angle of 56 degrees 40 minutes 00 seconds, a distance of 54.40 feet, to the beginning of a reverse curve, concave Southeasterly, having a radius of 55.00 feet;

thence Southwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet;

thence South 45 degrees 43 minutes 07 seconds West, a distance of 230.43 feet;

thence South 43 degrees 46 minutes 26 seconds West, a distance of 550.43 feet, to the beginning of a curve, concave Southeasterly, having a radius of 55.00 feet;

thence Southwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet, to the beginning of a reverse curve, concave Northerly, having a radius of 55.00 feet;

thence Westerly along the arc of said curve to the right through a central angle of 124 degrees 40 minutes 58 seconds, a distance of 119.69 feet, to the beginning of a reverse curve, concave Southwesterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 364.06 feet, to the beginning of a curve, concave Southwesterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet, to the beginning of a reverse curve, concave Northeasterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the right through a central angle of 65 degrees 56 minutes 22 seconds, a distance of 63.30 feet;

thence North 87 degrees 37 minutes 41 seconds West, a distance of 31.66 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 261.92 feet;

thence North 48 degrees 02 minutes 06 seconds West, a distance of 128.15 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 115.00 feet;

thence North 03 degrees 20 minutes 56 seconds West, a distance of 33.70 feet, to the beginning of a non-tangent curve, concave Northerly, whose radius bears North 03 degrees 20 minutes 56 seconds West, a distance of 55.00 feet;

thence Westerly along the arc of said curve to the right through a central angle of 47 degrees 07 minutes 22 seconds, a distance of 45.24 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 566.00 feet, to the beginning of a curve, concave Easterly, having a radius of 55.00 feet;

thence Northerly along the arc of said curve to the right through a central angle of 107 degrees 20 minutes 29 seconds, a distance of 103.05 feet, to the beginning of a reverse curve, concave Northwesterly, having a radius of 55.00 feet;

thence Northeasterly along the arc of said curve to the left through a central angle of 04 degrees 28 minutes 36 seconds, a distance of 4.30 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 129.55 feet;

thence North 51 degrees 13 minutes 03 seconds West, a distance of 51.73 feet;

thence continue Northwesterly along said line, a distance of 99.51 feet;

thence North 88 degrees 44 minutes 12 seconds West, a distance of 26.39 feet, to the beginning of a non-tangent curve, concave Northerly, whose radius bears North 88 degrees 44 minutes 12 seconds West, a distance of 55.00 feet;

thence Westerly along the arc of said curve to the right through a central angle of 175 degrees 51 minutes 08 seconds, a distance of 168.81 feet, to the beginning of a reverse curve, concave Southwesterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the left through a central angle of 43 degrees 20 minutes 30 seconds, a distance of 41.61 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 551.71 feet, to the beginning of a curve, concave Southwesterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the left through a central angle of 17 degrees 20 minutes 29 seconds, a distance of 16.65 feet, to the beginning of a reverse curve, concave Northeasterly, having a radius of 55.00 feet;

thence Northwesterly along the arc of said curve to the right through a central angle of 50 degrees 26 minutes 47 seconds, a distance of 48.43 feet;

thence South 76 degrees 52 minutes 44 seconds West, a distance of 45.70 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 120.00 feet;

thence North 43 degrees 46 minutes 26 seconds East, a distance of 31.89 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 140.00 feet;

thence North 24 degrees 26 minutes 22 seconds East, a distance of 50.71 feet, to the beginning of a non-tangent curve, concave Northeasterly, whose radius bears North 24 degrees 26 minutes 22 seconds East, a distance of 55.00 feet;

thence Northwesterly along the arc of said curve to the right through a central angle of 56 degrees 42 minutes 37 seconds, a distance of 54.44 feet;

thence South 81 degrees 08 minutes 59 seconds West, a distance of 35.60 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 120.00 feet;

thence North 49 degrees 27 minutes 50 seconds West, a distance of 29.60 feet;

thence North 01 degrees 00 minutes 28 seconds West, a distance of 217.68 feet;

thence North 08 degrees 23 minutes 45 seconds West, a distance of 201.45 feet;

thence North 46 degrees 13 minutes 34 seconds West, a distance of 118.00 feet;

thence North 00 degrees 18 minutes 03 seconds West, a distance of 167.79 feet;

thence North 21 degrees 59 minutes 17 seconds East, a distance of 115.66 feet;

thence North 09 degrees 12 minutes 02 seconds West, a distance of 141.79 feet;

thence North 37 degrees 01 minutes 17 seconds West, a distance of 137.39 feet;

thence North, a distance of 107.48 feet;

thence North 36 degrees 35 minutes 31 seconds East, a distance of 148.21 feet;

thence North 13 degrees 27 minutes 06 seconds East, a distance of 185.40 feet;

thence North 61 degrees 38 minutes 56 seconds East, a distance of 70.00 feet, to the beginning of a non-tangent curve, concave Northeasterly, whose radius bears North 61 degrees 38 minutes 56 seconds East, a distance of 2065.00 feet;

thence Southeasterly along the arc of said curve to the left through a central angle of 18 degrees 03 minutes 14 seconds, a distance of 650.68 feet;

thence South 46 degrees 24 minutes 18 seconds East, a distance of 916.72 feet;

thence North 00 degrees 42 minutes 32 seconds East, a distance of 800.44 feet;

thence North 61 degrees 17 minutes 19 seconds East, a distance of 1017.55 feet;

thence North 66 degrees 31 minutes 54 seconds East, a distance of 198.42 feet, to the beginning of a non-tangent curve, concave Westerly, whose radius bears South 66 degrees 31 minutes 54 seconds West, a distance of 2132.50 feet;

thence Southerly along the arc of said curve to the right through a central angle of 10 degrees 27 minutes 53 seconds, a distance of 389.49 feet;

thence South 13 degrees 00 minutes 13 seconds East, a distance of 1139.64 feet, to the POINT OF BEGINNING of the parcel herein described.

SCHEDULE B

(All recording data refers to records in the office of the County Recorder in the County in which the land is situated.)

1. Taxes for the full year of 2007, a lien now due and payable.
   First half due and payable October 1, 2007 and delinquent on November 1 of that year. Second half payable on or before March 1 of the following year, and delinquent May 1 of that same year.
2. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances as reserved in the Patent recorded in Book 314 of Deeds, Page 213.
3. The effect of Recorded Disclosure for Territory in the Vicinity of a Military Airport recorded in Instrument No. 01-743413.
4. An easement for telecommunications facilities, electrical and gas facilities, and other appurtenances and rights incidental thereto, recorded in Instrument No. 06-1134936.
5. The terms, conditions and provisions as set forth in Development and Cost Sharing Agreement and Escrow Instructions disclosed by Declaration and Memorandum of Agreement recorded in Instrument No. 04-1392500 and thereafter Assumption and Joinder Agreement recorded in Instrument No. 05-235325; Joinder Agreement recorded in Instrument No. 05-1794516 and Assumption and Joinder Agreement recorded in Instrument No. 05-1012119.
6. The terms, conditions and provisions as set forth in Asante Development Agreement recorded in Instrument No. 05-1750101 and thereafter First Amendment recorded in Instrument No. 06-1328209 and Assignment and Assumption of Asante Development Agreement recorded in Instrument No. 07-1067239.
7. The terms, conditions and provisions as set forth in SPA 2 Water Reclamation Facility Development Agreement recorded in Instrument No. 06-659511.
8. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 857 of Maps, Page 17 and thereafter Affidavit of Correction recorded in Instrument Nos. 07-34608 and 06-1668407, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
9. An easement for telecommunications facilities, electrical and gas facilities, and other appurtenances and rights incidental thereto, recorded in Instrument No. 06-1460282.
10. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 885 of Maps, Page 48, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
11. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 888 of Maps, Page 21, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
12. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 888 of Maps, Page 22 and thereafter Affidavit of Correction recorded in Instrument No. 07-985134, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
13. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 885 of Maps, Page 45 and thereafter Affidavit of Correction recorded in Instrument No. 07-943034, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).

SCHEDULE B
(Continued)

14. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 885 of Maps, Page 47 and thereafter Affidavit of Correction recorded in Instrument No. 07-943033, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).

15. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 885 of Maps, Page 46, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).

16. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 888 of Maps, Page 20, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).

17. An Option Agreement, upon the terms and conditions therein, dated May 3, 2006, between Acacia Credit Fund 10-A L.L.C., a Delaware limited liability company, Optionor to Lennar Communities Development, Inc., a Delaware corporation, Optionee, as disclosed by Memorandum of Option Agreement recorded in Instrument No. 06-595531 and re-recorded in Instrument No. 06-1484442.

18. A Sub-Option Agreement, upon the terms and conditions therein, dated August 3, 2007, between Lennar Communities Development, Inc., a Delaware corporation, Optionor, to Lennar Arizona, Inc., an Arizona corporation, Optionee, as disclosed by Memorandum of Sub Option Agreement recorded in Instrument No. 07-896949.

19. DELETED INTENTIONALLY

20. DELETED INTENTIONALLY

21. A Deed of Trust given to secure an indebtedness in the original principal amount shown therein, together with any and all other obligations secured thereby
    Dated: December 28, 2007
    Trustor: HE Capital 232 Phase I Property, LLC, a Delaware limited liability company
    Trustee: North American Title Company
    Beneficiary: NexBank, SSB
    Amount: $7,500,000.00
    Recorded: December 28, 2007 in Instrument No. 07-1357255

22. Taxes for the year of 2008, a lien, but not yet due and payable.
    First half due and payable October 1, of that year and delinquent on November 1 of that year. Second half payable on or before March 1 of the following year, and delinquent May 1 of that same year.

END OF SCHEDULE B

NORTH AMERICAN TITLE GROUP FAMILY OF COMPANIES

Privacy Policy Notice (2/1/08)

We at the North American Title Group family of companies take your privacy very seriously. This Notice is being given on behalf of each of the companies listed below [1] (the "North American Title Companies"), as well as on behalf of North American Advantage Insurance Services, LLC. It explains our policy regarding the personal information of our customers and our former customers.

OUR PRIVACY POLICIES AND PRACTICES

The North American Title Companies

1. **Information North American Title Companies collect, and the sources from which we collect it:**
   On forms related to your real estate transaction, North American Title Companies collect personal information that you, our affiliates or third parties have provided to us, such as, for example, your name, address, and sale price of your home. All of the information that we collect is referred to in this notice as "NAT Collected Information".

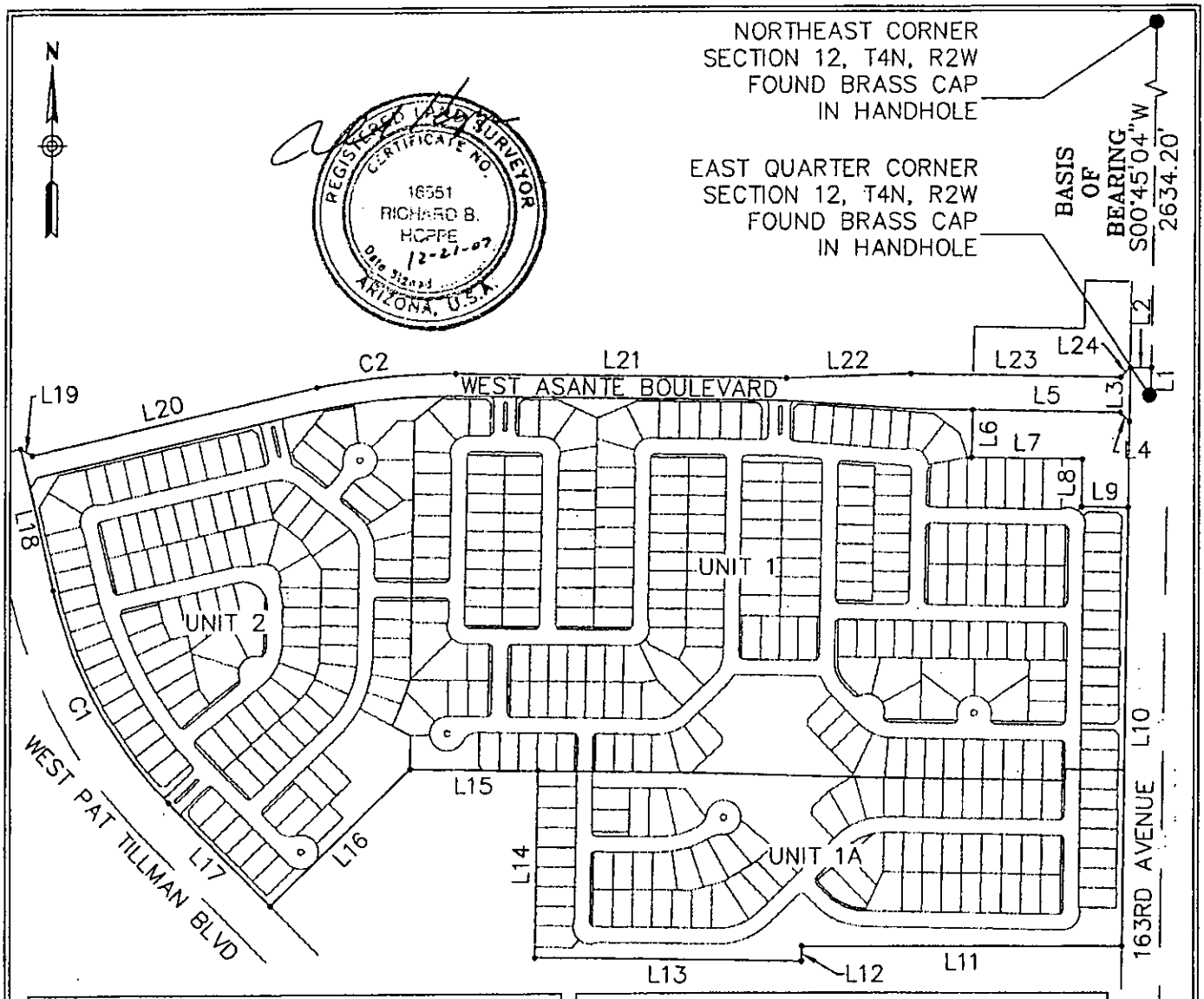
2. **What information North American Title Companies disclose to our affiliates:**
   From time to time, as permitted by law, the North American Title Companies may share NAT Collected Information with each other and with North American Advantage Insurance Services, LLC ("NAAIS") about customers and former customers. You may ask us not to share NAT Collected Information among the North American Title Companies and NAAIS by writing to us and letting us know at: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. Your request will not affect NAT Collected Information that the North American Title Companies are otherwise permitted by law to share, such as, in certain circumstances, NAT Collected Information related to our experiences and transactions with you.

3. **What information North American Title Companies disclose to third parties:**

   - If permitted by federal law and the law of your state, we may disclose some or all of the following information to companies that perform marketing services on our behalf and to certain unaffiliated insurance companies with whom we have joint marketing agreements: your name, current address, purchased property address, and closing date.

   - We also may share NAT Collected Information about customers and former customers with other unaffiliated third parties, as permitted by law. For example, NAT Collected Information may be shared in certain circumstances (A) with companies involved in servicing or processing your account (B) with insurance regulatory authorities, and (C) with law enforcement officials, to protect against fraud or other crimes.

4. **Your right to access your personal information:**
   You have the right to review your personal information that we have on record about you. If you wish to review that information, please contact the local North American Title Company office identified on the title insurance product to which this notice is attached or where you received this notice and give us a reasonable time to make that information available to you. If you believe any information is incorrect, notify us, and if we agree, we will correct it. If we disagree, we will advise you in writing why we disagree.



LINE TABLE		
LINE	LENGTH	BEARING
L1	85.26	N 00°45'04" E
L2	67.50	N 89°14'56" W
L3	170.00	S 00°45'11" W
L4	42.51	N 44°08'10" W
L5	470.50	N 89°01'37" W
L6	150.00	S 00°58'23" W
L7	351.07	S 89°01'37" E
L8	150.00	S 00°45'18" W
L9	150.00	S 89°14'42" E
L10	1397.52	S 00°45'18" W
L11	1025.71	WEST
L12	47.32	S 00°51'53" W
L13	851.42	N 89°01'37" W
L14	596.67	N 00°58'23" E

LINE TABLE		
LINE	LENGTH	BEARING
L15	408.13	N 89°01'37" W
L16	622.93	S 45°43'07" W
L17	463.34	N 44°16'53" W
L18	461.81	N 13°00'13" W
L19	42.43	S 58°00'13" E
L20	883.19	N 76°59'47" E
L21	1054.26	S 89°01'37" E
L22	400.50	N 88°06'38" E
L23	669.79	S 89°01'37" E
L24	42.34	N 45°51'43" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	782.01	1432.50	31°16'40"	401.01
C2	496.41	2035.00	13°58'35"	249.44

1982-2007
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

DEI Professional Services, L.L.C.
6225 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0038
Fax: (602) 944-8605

ASANTE
PHASE ONE
STREET LIGHT IMPROVMENT EXHIBIT

DATE: 12.13.07 | PROJ. NO: 03101 | SCALE: 1:500 | CAD FILE: Phase One Street Light Improvement.dwg

Exhibit B

1 OF 3

North American Advantage Insurance Services, LLC

1. **Information North American Advantage Insurance Services, LLC ("NAAIS") collect and sources from which we collect it:**
   NAAIS collects personal information about you from you, our affiliates, or third parties on forms related to your transaction with NAAIS or a North American Title Company, such as your name, address, or information about the property that is or will be insured. We also receive information from companies, which compile and distribute public records. All of the information that NAAIS collects, as described in this paragraph, is referred to in this notice as "NAAIS Collected Information."

2. **Information NAAIS may disclose to its affiliates or third parties:**
   NAAIS may disclose NAAIS Collected Information about you or others without your permission as permitted or required by law, including to the following types of institutions for the reasons described:

   - To a third party or an affiliate if the disclosure will enable that party to perform a business, professional or insurance function for us in connection with an insurance transaction involving you.
   - To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction.
   - To an insurance institution, agent, or credit reporting agency for either this agency or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you.
   - To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities.

3. **Your right to access and amend your personal information:**
   You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within two (2) years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information: You should submit a request in writing to: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. The request should include your name, address, social security number, telephone number, and the recorded information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct, amend, or delete any of your information: You should submit a request in writing to: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. The request should include your name, address, social security number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal, which you will have an opportunity to challenge.

****

SECURITY PROCEDURES

We restrict access to NAT Collected Information and NAAIS Collected Information about you to individuals who need to know such information in order to provide you with your product or service. We maintain physical, electronic and procedural safeguards to protect NAT Collected Information and NAAIS Collected Information about you.

****

CHANGES TO OUR PRIVACY POLICY

This Notice reflects our privacy policy as of February 1, 2008. We reserve the right to change, modify or amend this policy at any time. Please check our Privacy Policy periodically for changes.

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[1] The North American Title Group Family of Companies are: North American Title Company, North American Title Insurance Company, North American Title Alliance, LLC, North American Title Florida Alliance, LLC, North American Services, LLC, North American Exchange Company, North American Title Agency, North American Abstract Agency and North American Legal Services, L.L.C.

****

ACKNOWLEDGEMENT

Your receipt of a copy of the preliminary report, commitment, your policy of insurance, or escrow documents accompanied by this Notice will constitute your acknowledgment of receipt of this Privacy Policy Notice.

SURPRISE
ARIZONA

CITY OF SURPRISE
COUNCIL AGENDA ACTION FORM

Meeting Type: Regular Meeting

Council Meeting Date: May 8, 2008

Submitting Department: City Clerk

Contact Person: Sherry Aguilar, City Clerk

District: Citywide

Internal: XXX

☐ Consent X Regular ☐ Public Hearing Report Only

Agenda Wording:

Discussion, consideration and action to approve Resolution No. 2008-74, a Resolution of the Mayor and Council of the City of Surprise, Arizona, declaring its intention to create a lighting improvement district pursuant to A.R.S. § 48-616 for the purpose of purchasing energy for lighting the public streets for the Asante Phase 1 Lighting Improvement District, legally described in Exhibit A and with boundaries as shown on the map in Exhibit B; declaring such street light improvements to be of more than local or ordinary public benefit and that the expenses of the district be paid for by the levy and collection of ad valorem taxes upon the assessed valuation of all real and personal property in the Asante Phase 1 Lighting Improvement District; and, pursuant to A.R.S. § 48-581(A), ordering the proposed improvements.

Motion:

Motion to approve Resolution No. 2008-74, creating the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District, finding the street lighting improvements to be of more than local or ordinary public benefit, providing that expenses for the district be paid for by the levy and collection of ad valorem taxes upon the assessed valuation of all real and personal property in the district and ordering the proposed improvements.

Background:

The City has verified that the Petition for the proposed streetlight improvement district contains the signatures of all the real property owners in the district, exclusive of mortgagees and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

Financial Impact Statement:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Attachments:

On file for review in the City Clerk's Office: Unanimous Petition for Formation of City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District; Title Report, dated March 24, 2008.

Signatures of Submitting Officers:

Mayor / Council	Department Head/Designee	Legal Review
Budget Authorization	City Manager/Designee	Human Resources (If Applicable)

City Clerk's Office Only:

Council Action: Motion/Second		**Results:**	
Shafer	_____	For	_____
Elkins	_____	Against	_____
Bails	_____	Passed	_____
Sullivan	_____	Failed	_____
Arismendez	_____	Continue	_____
Johnson	_____	Tabled	_____
Allen	_____	Absent	_____

Distribution After Council Meeting:

City Clerk's Office

Meeting Requirements:

☐ Powerpoint ☐ Overhead (Elmo) ☐ Flip Chart ☐ White Board ☐ Easel

Presentation Speaker Names (spelling and titles for TV captions):

Sherry Ann Aguilar, City Clerk

#8

SURPRISE
ARIZONA

CITY OF SURPRISE
Main Agenda

May 8, 2008 @ 6:00:00 PM

Back Print

Council Meeting Date:	May 8, 2008	Contact Person:	Sherry Aguilar, City Clerk
Submitting Department:		District:	3
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action on Resolution No. 08-74; a Resolution of the Mayor and Council of the City of Surprise, Arizona, declaring its intention to create a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing energy for lighting the public streets for the Asante Phase 1 Lighting Improvement District, legally described in Exhibit A and with boundaries as shown on the map in Exhibit B; declaring such street light improvements to be of more than local or ordinary public benefit and that the expenses of the district be paid for by the levy and collection of ad valorem taxes upon the assessed valuation of all real and personal property in the Asante Phase 1 Lighting Improvement District, and pursuant to A.R.S. 48-581 (A), ordering the proposed improvements.

Motion:

I move to approve Resolution No. 08-74

Background:

The city has verified that the Petition for the proposed streetlight improvement district contains the signatures of all the real property owners in the district, exclusive of mortgagees and other lien holders.

The city and Arizona Republic Service (APS) have approved the street layout and facilities design. The electric rates are established by the APS tariff.

Financial Impact Statement:

Any financial impact on the city is anticipated to be minimal, as the developer and district will be bearing the costs and expenses of the District and street light improvement facilities.

ATTACHMENTS:

Click to download

- ☐ RESOLUTION
- ☐ LEGAL DESC
- ☐ MAP
- ☐ PETITIONS, LETTERS AND RATES
- ☐ TITLE REPORT

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

The Law Offices of
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205
Telephone (602) 393-1700
Facsimile (602) 393-1703
E-mail psmiley@cgsuslaw.com
www.cgsuslaw.com

Michael A. Curtis
Susan D. Goodwin
Kelly Y. Schwab
Phyllis L.N. Smiley
Ian D. Quinn

William P. Sullivan
Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

REFER TO FILE NO. 1656-3 Tab 62

October 22, 2008

Mr. Robert Nilles
Finance Director
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374-9704

RE: Resolution 2008-74: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Dear Mr. Nilles:

Enclosed is the Arizona Department of Revenue's letter approving taxation of the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. A certified copy of the Resolution was forwarded to the Maricopa County Assessor on May 16, 2008. Please note that, pursuant to the Resolution, taxes for this district shall be collected on the basis of ad valorem taxes upon the assessed valuation of the property real and personal in the district.

If you have any questions please feel free to contact us.

Very truly yours,

Phyllis L. N. Smiley
Anja K. Wendel
For the Firm

PLNS/aeh

Enclosure: September 18, 2008 letter from Arizona Department of Revenue

cc: Ms. Sherry Aguilar, City Clerk, City of Surprise (w/ Enclosure)
Mr. Jeff Gunderson, Senior Vice President – Land Development, Lennar Communities Development, Inc. (w/Enclosure)

F:\1656\-3\documents\Asante Phase 1 SLID RN AZDeptRevenue letter FINAL 10-22-08.doc

STATE OF ARIZONA

Department of Revenue
Property Tax Division
Fax (602) 542-4425

Janet Napolitano
Governor
Gale garriott
Director

September 18, 2008

Ms. Phyllis Smiley, For the Firm
City of Surprise
501 East Thomas Road
Phoenix, Arizona 85012-3205

RE: Resolution # 2008-74, State Docket #07-6401-09

District: City of Surprise Asante Phase 1 SLID

Dear Ms. Smiley,

Thank you for providing the necessary information to the Department of Revenue pursuant to A.R.S. 42-17257. To ensure processing and application of any tax levy for tax year 2009, the county assessor should be notitied as soon as possible.

If you have any questions regarding this letter, please contact our office at (602) 716-6832 or direct your inquiries to my email address: fvillaverde@azdor.gov

Sincerely,

Flo Villaverde

Flo Villaverde
Centrally Valued Property - GIS
Telephone: 602 716 6832
Fax: 602 542 4425

cc: Maricopa County Assessor - without attachments.
cc: Maricopa Clerk of the Board of Supervisor - without attachments.

The Law Offices of
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205
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Michael A. Curtis
Susan D. Goodwin
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Phyllis L.N. Smiley
Ian D. Quinn

William P. Sullivan
Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

REFER TO FILE NO. 1656-3 Tab 62

May 27, 2008

Ms. Sherry Aguilar
City Clerk
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374-9704

Re: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Dear Sherry:

Enclosed for your files is the original recorded Resolution 2008-74, establishing the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. We will notify the City Finance Director when we receive approval of the taxation from the Arizona Department of Revenue.

It was a pleasure working with you. Please feel free to contact us if you have any questions or concerns regarding this matter.

Very truly yours,

Phyllis L. N. Smiley
Anja K. Wendel
For the Firm

PLNS/cj

Enclosures: Recorded Resolution No. 2008-74

cc: Mr. Robert Nilles, Finance Director, City of Surprise (w/out enclosure)
Michael D. Bailey, Esq., City Attorney (w/out enclosure)

F:\1656\-3\documents\Asante Phase 1 Clerk recd resolution letter.doc

The Law Offices of
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501 East Thomas Road
Phoenix, Arizona 85012-3205
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Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

REFER TO FILE NO. 1656-3 Tab 62

May 27, 2008

Mr. Jeff Gunderson
Senior Vice President – Land Development
Lennar Communities Development, Inc.
1150 w. Grove Parkway #110
Tempe, Arizona 85283

Re: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Dear Mr. Gunderson:

Enclosed for your files is a copy of the recorded Resolution 2008-74, establishing the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. We have not yet received approval from the Arizona Department of Revenue, but will notify the City's Finance Director when we do.

It was a pleasure working with you. Please feel free to contact us if you would like to establish another lighting improvement district or require our services on another matter.

Very truly yours,

Phyllis L. N. Smiley
Anja K. Wendel
For the Firm

PLNS/cj

Enclosure: Copy of recorded Resolution 2008-74

cc: Ms. Sherry Aguilar, City Clerk, City of Surprise (w/o Enclosure)
Mr. Robert Nilles, Finance Administrator (w/o Enclosure)
Michael D. Bailey, Esq., City Attorney (w/o Enclosure)

F:\1656\-3\documents\Asante Phase 1 Developer recd resolution letter.doc

The Law Offices of
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205
Telephone (602) 393-1700
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Website: www.cgsuslaw.com

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Ian D. Quinn

William P. Sullivan
Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

Refer to File No. 1656-3 Tab 62

May 16, 2008

MARICOPA COUNTY ASSESSOR
301 West Jefferson, Suite 113
Phoenix, Arizona 85003-2113

Re: Notice of New Taxing District

To Whom It May Concern:

Pursuant to A.R.S. § 42-17257, the City of Surprise hereby notifies you of the establishment of a new taxing district, hereinafter referred to as "City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District" for the purposes of assessment and tax levying.

Enclosed is a certified copy of Resolution No. 2008-74, establishing the district.

If you have any questions, please contact us at (602) 393-1700.

Sincerely,

Phyllis L. N. Smiley
For the Firm

PLNS/cj

Enclosures: Resolution, with attached:
Legal Description
Map of Affected Area

cc: Ms. Sherry Aguilar, City Clerk (w/o Enclosure)
Mr. Robert Nilles, City Finance Administrator (w/o Enclosure)
Mr. Jeffery Gunderson, Lennar Development Communities, Inc. (w/o Enclosure)

F:\1656\-3\letters\Asante Phase 1 County Assessor - notice.doc

The Law Offices of
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205
Telephone (602) 393-1700
Facsimile (602) 393-1703
E-mail psmiley@cgsuslaw.com
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Michael A. Curtis
Susan D. Goodwin
Kelly Y. Schwab
Phyllis L.N. Smiley
Ian D. Quinn

William P. Sullivan
Larry K. Udall
Anja K. Wendel
Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

Refer to File No. 1656-3 Tab 62

May 16, 2008

Mr. Jeffery Gunderson
Lennar Communities Development, Inc.
1150 W. Grove Parkway, #108 & 110
Tempe, Arizona 85283

RE: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Dear Mr. Gunderson:

Enclosed for your files is a certified copy of Resolution 2008-74 adopted by the City of Surprise establishing the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. The Resolution was adopted by the City Council on May 8, 2008. We are notifying the County Assessor, Arizona Department of Revenue, and Arizona Public Service Company that the Resolution creating the District was adopted and are in the process of having the Resolution recorded with the Maricopa County Recorder. We will send you a copy of the recorded document when we receive it.

Please feel free to contact us if you have any further questions or concerns regarding this matter.

Very truly yours,

Phyllis L. N. Smiley
For the Firm

PLNS/cj

Enclosures: Resolution 2008-74 with attached:
Legal Description
Map of affected area

cc: Ms. Sherry Aguilar, City Clerk, City of Surprise (w/o Enclosures)
Mr. Robert Nilles, City Finance Director (w/o Enclosures)

F:\1656\-3\letters\Asante Phase 1 SLIDDeveloper cert resolution.doc

The Law Offices of
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Of Counsel
Joseph F. Abate
Thomas A. Hine

Refer to File No. 1656-3 Tab 62

May 16, 2008

ARIZONA DEPARTMENT OF REVENUE
Property Division, GIS
1600 West Monroe, 8th Floor
Phoenix, Arizona 85007

Re: Notice of New Taxing District

To Whom It May Concern:

Pursuant to A.R.S. § 42-17257, the City of Surprise hereby notifies you of the establishment of a new taxing district, hereinafter referred to as "City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District" for the purposes of assessment and tax levying.

Enclosed is a certified copy of Resolution No. 2008-74, establishing the district.

If you have any questions, please contact us at (602) 393-1700.

Sincerely,

Phyllis L. N. Smiley
For the Firm

PLNS/cj

Enclosures: Resolution, with attached:
Legal Description
Map of Affected Area

cc: Ms. Sherry Aguilar, City Clerk (w/o Enclosure)
Mr. Robert Nilles, Finance Administrator (w/o Enclosure)
Mr. Jeffery Gunderson, Lennar Communities Development, Inc. (w/o Enclosure)

F:\1656\-3\letters\Asante Phase 1 AZDeptRev - notice - unanimous.doc

The Law Offices of
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Michelle Swann

Of Counsel
Joseph F. Abate
Thomas A. Hine

Refer to File No. 1656-3 Tab 62

May 16, 2008

Mr. Randy Edwards
Section Leader, Outdoor Lighting Department
Arizona Public Service Company
P.O. Box 53933
Mail Station 3532
Phoenix, Arizona 85072-3933

Re: Notice of New Lighting Improvement District

Dear Randy:

The City of Surprise has adopted the resolution establishing the City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District. Enclosed, for your files, is a copy of Resolution No. 2008-74, establishing the district.

If you have any questions please contact us at (602) 393-1700.

Very truly yours,

Phyllis L. N. Smiley
For the Firm

PLNS/cj

Enclosure: Resolution No. 2008-74, with attached:
Legal Description
Map of Affected Area

cc: Ms. Sherry Aguilar, City Clerk (w/o Enclosure)
Mr. Robert Nilles, Finance Administrator (w/o Enclosure)
Jeff Gunderson, Lennar Communities Development, Inc. (w/o Enclosure)

F:\1656\-3\letters\Asante Phase 1 APS - Notice.doc

PRIVILEGED
COUNSEL - CLIENT

CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.

MEMORANDUM

TO: Ms. Sherry Aguilar, City Clerk, City of Surprise

FROM: Phyllis L. N. Smiley, Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C., Special Counsel to the City of Surprise

DATE: April 18, 2008

RE: City of Surprise, Arizona, Asante Phase 1 Lighting Improvement District

Enclosed for placement on the May 8, 2008 Council Agenda are the following:

1. Council Agenda Action Form;

2. Resolution No. 2008-74 (five originals, signed by our office).

Enclosed for the City Clerk's file are the following:

1. Unanimous Petition with Exhibits
   - A. Legal Description
   - B. Map
   - C. City Engineer's Design Approval Letter(s) and APS Facilities Approval Letter(s)
   - D. APS Electric Rates;

2. Title Status Report for property within the District dated March 24, 2008.

After the Resolution is adopted, please immediately forward it to us for recording.

PLNS/kmr

Enclosures: As noted

cc: Mr. Robert Nilles, City Finance Administrator (w/o Enclosures)
Mr. Bob Maki, City Engineer (w/o Enclosures)
Ms. Cindy Coen, Permit Technician II (w/o Enclosures)
Mr. Michael Bailey, City Attorney (w/o Enclosures)
File 1656-3 Tab 62

F:\1656\-3\documents\Asante Phase 1 SLID AguilarS memo to place on agenda.doc

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023
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, "Toll at Prasada – Cactus Road – Phase 2" and dated December, 13, 2021, a property generally located on Cactus Road, between Cotton Lane and Perryville Road; Case FS21-237.

Motion:
I move to approve the Final Plat entitled, "Toll at Prasada – Cactus Road – Phase 2" and dated December 13, 2021.

Background:
The subject request involves a final plat to dedicate and improve the southern half of Cactus Road from the intersection of Cactus Road and 175th Ave west to the western border of Toll at Prasada.

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 Prasada PAD and advances the goals and policies of the Surprise General Plan 2035.

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

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

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-237 Toll at Prasada Cactus Rd Phase 2 Final Plat - Staff Report 051623 CC
2. 01 - FS21-237 Toll at Prasada Cactus Rd Phase 2 Final Plat - Vicinity Map
3. 02 - FS21-237 Toll at Prasada Cactus Rd Phase 2 Final Plat - Plat Exhibit
4. 03 - FS21-237 Toll at Prasada Cactus Rd Phase 2 Final Plat - Plat
5. FS21-237 Toll at Prasada Cactus Rd Phase 2 Final Plat - Presentation

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FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS21-237**
Project Name:	Toll at Prasada Cactus Rd Phase 2 – Final Plat
Council District:	3 – Mesquite
City Council Date:	**May 16, 2023**
Planner:	Trever Fleetham, Senior Planner
Owner:	Toll Brothers
Applicant:	Aaron Insco of Toll Brothers Arizona
Request:	Final Plat to dedicate right-of-way on Cactus Road
Site Location:	Located on Cactus Road between Cotton Lane and Perryville Road
Site Size:	Approximately 6.1 gross acres

Findings:

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

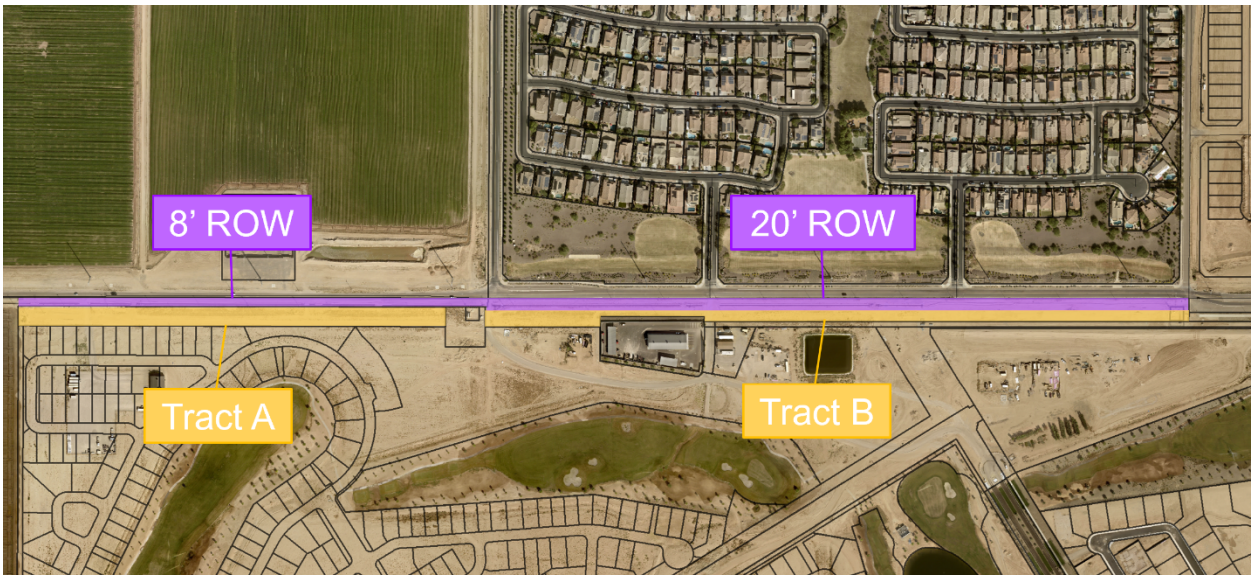
Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant to construct and dedicate roadway improvements on Cactus Road.

Deny – Denial of the requested Final Plat will prevent the applicant from dedicating and improving Cactus Road.

Additional Information:

Aaron Insco of Toll Brothers Arizona requests approval of a Final Plat entitled "Final Plat Toll at Prasada – Cactus Road – Phase 2" dated December 17, 2021. The subject request involves a final plat to dedicate the necessary right-of-way (ROW) and easements along the southern half of Cactus Road from the intersection of Cactus Road and 175th Ave west to the western border of Toll at Prasada. On the west side of the project site, for approximately 1,612 feet, 8 feet of ROW will be dedicated for Cactus Road. On the east side, for approximately 2,645 feet, 20 feet of ROW will be dedicated. These ROW dedications are associated with the half-street improvements to Cactus Road that will be constructed by the developer. In association with the roadway improvements, 12' sidewalk easements and 15' multi-use easements are being dedicated by this plat within Tracts A and B.



The area for each area is shown below:

- New Right-of-Way – approximately 1.5 acres
- Tract A – approximately 2.5 acres
- Tract B – approximately 2.2 acres

General Plan Conformance:

The proposed final plat was reviewed against the goals, polices, recommendations, and guidelines of the City of Surprise General Plan 2035. The proposed final plat is consistent with the General Plan in some of the following ways:

This project is located within the Neighborhood character area of the General Plan. The proposed plat adheres to the design guidelines of the character area which allows for residential development.

This project maintains compatibility with the quality of existing land uses in the surrounding area in that it continues the residential development pattern established in the vicinity of this parcel.

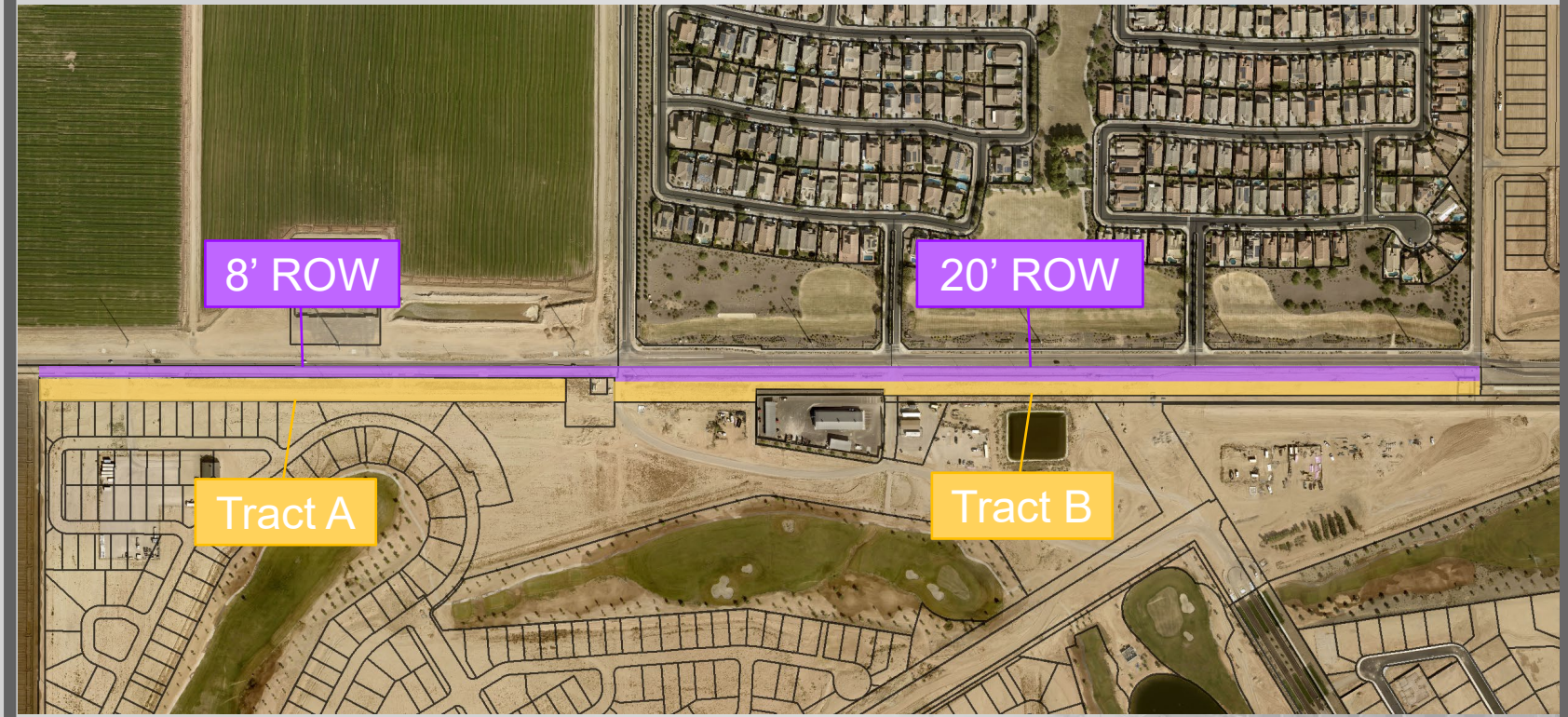
Reviewing Agencies:

Maricopa Water District and the Flood Control District of Maricopa County both indicated no objections to the request in response to the routing of this project for review.

Attachments:
01 Vicinity Map
02 Final Plat Exhibit
03 Final Plat
PPT

FS21-237 VICINITY MAP

FS21-237 PLAT EXHIBIT



FINAL PLAT

Toll at Prasada - Cactus Road - Phase 2

A portion of the northeast quarter of Section 22
and a portion of the northwest quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PUBLISH THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF TOLL AT PRASADA – CACTUS ROAD – PHASE 2, BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 22 A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET, TRACT AND EASEMENT, AND THAT EACH STREET AND TRACT SHALL BE KNOWN BY THE NAME, AND LETTER GIVEN TO EACH RESPECTIVELY. THE PURPOSES OF THE EASEMENTS ARE SHOWN HEREON.

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

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

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 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.

TRACTS A AND B, INCLUSIVE, IS NOT DEDICATED TO THE PUBLIC, BUT IS PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. HOA IS RESPONSIBLE FOR MAINTENANCE OF SAID TRACT.

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

IN WITNESS WHEREOF, 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.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED JANUARY 2, 2019 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JANUARY 3, 2019, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT 2019-0002436. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF TOLL PRASADA LLC, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2022.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE,
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

ATTEST:

BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER'S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION1 DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2006, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 20061238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER OFFICE DOCUMENT NO. 20180551464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER 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.

RELEASE OF LIABILITY

TOLL PRASADA 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. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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 MAP OF DEDICATION 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 MAP OF DEDICATION SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID MAP OF DEDICATION UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

PUBLIC NOTICE

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

100 YEAR ASSURED WATER SUPPLY

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

27-701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST. BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST, PER THIS PLAT.

GENERAL NOTES

1. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L AND 04013C1655L, BOTH WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH ARE THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
2. 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.
3. LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
4. THIS FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE UNDER CASE FS17-394.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. THE CITY OF SURPRISE WILL NOT ACCEPT THE CACTUS ROAD RIGHT-OF-WAY UNTIL THE EXISTING 75' BY 50' MWD EASEMENT AND WELL SITE # 7-23E HAS BEEN VACATED AND THE WELL ABANDONED IN ACCORDANCE WITH ADWR REQUIREMENTS.
9. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP IN POTHOLE AT THE NORTHEAST CORNER OF SAID SECTION 22, BEING COINCIDENTAL TO THE NORTHWEST CORNER OF SAID SECTION 23, FROM WHICH A 3" MCDOT BRASS CAP IN POTHOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST, 2643.76 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST, 10.12 FEET TO A POINT ON SAID NORTH LINE;

THENCE, DEPARTING SAID NORTH LINE SOUTH 0 DEGREES 09 MINUTES 46 SECONDS WEST, 33.00 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING;

THENCE, DEPARTING SAID LINE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST, BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, 10.22 FEET TO A POINT LYING 33.00 FEET SOUTH OF SAID NORTHEAST QUARTER, BEING COINCIDENTAL TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE, DEPARTING SAID LINE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 2645.34 FEET TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 23;

THENCE, DEPARTING SAID LINE ALONG SAID NORTH-SOUTH MID-SECTION LINE SOUTH 0 DEGREES 23 MINUTES 21 SECONDS WEST, 55.00 FEET TO A POINT ON SAID NORTH-SOUTH MID-SECTION LINE LYING 88.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE, DEPARTING SAID NORTH-SOUTH MID-SECTION LINE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, BEING 88.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 1829.28 FEET TO A POINT LYING 88.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE, DEPARTING SAID LINE NORTH 0 DEGREES 09 MINUTES 10 SECONDS EAST, 20.00 FEET TO A POINT LYING 68.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE, DEPARTING SAID LINE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, BEING 68.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 391.98 FEET TO A POINT LYING 68.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE, DEPARTING SAID LINE SOUTH 0 DEGREES 00 MINUTES 02 SECONDS WEST, 40.00 FEET TO A POINT LYING 108.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE, DEPARTING SAID LINE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, BEING 108.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 423.91 FEET TO A POINT LYING 108.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, BEING COINCIDENTAL TO A POINT LYING 108.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22;

THENCE, DEPARTING SAID LINE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST, BEING 108.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 10.28 FEET TO A POINT LYING 108.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22;

THENCE, DEPARTING SAID LINE NORTH 0 DEGREES 09 MINUTES 46 SECONDS EAST, 75.00 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 AND THE POINT OF BEGINNING.

CONTAINS 3.3722 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP IN POTHOLE AT THE NORTHEAST CORNER OF SAID SECTION 22, BEING COINCIDENTAL TO THE NORTHWEST CORNER OF SAID SECTION 23, FROM WHICH A 3" MCDOT BRASS CAP IN POTHOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 22, BEARS NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST, 2643.76 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST, 160.12 FEET TO A POINT ON SAID NORTH LINE;

THENCE, DEPARTING SAID NORTH LINE SOUTH 0 DEGREES 09 MINUTES 46 SECONDS WEST, 33.00 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING;

THENCE, CONTINUING SOUTH 0 DEGREES 09 MINUTES 46 SECONDS WEST, 75.00 FEET TO A POINT LYING 108.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE, DEPARTING SAID LINE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST, BEING 108.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 1612.13 FEET;

THENCE, DEPARTING SAID LINE NORTH 0 DEGREES 09 MINUTES 46 SECONDS EAST, 75.00 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE, DEPARTING SAID LINE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST, BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, 1612.13 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING.

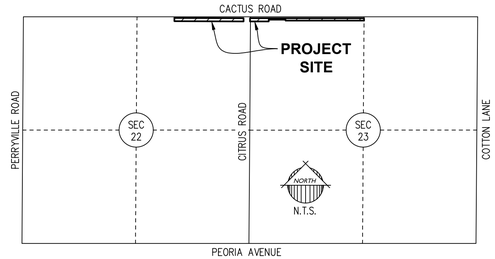
CONTAINS 2.7757 ACRES, MORE OR LESS.

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)
A	MULTI-USE EASEMENT, DRAINAGE, OPEN SPACE, **MWD LATERAL AND PIPELINE EASEMENT & **EPCOR WATER EASEMENT	108,013	2.4796
B	MULTI-USE EASEMENT, DRAINAGE, OPEN SPACE & **MWD LATERAL AND PIPELINE EASEMENT	93,982	2.1575

NOTES

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



VICINITY MAP

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JAMES M. ROGERS, P.E.

DEVELOPER/OWNER

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (602) 999-5684
CONTACT: AARON INSCO

SHEET INDEX

1 COVER SHEET
2 FINAL PLAT PLAN SHEET

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NEW RIGHT-OF-WAY	65,808	1.5107
TRACT A	108,013	2.4796
TRACT B	93,982	2.1575
GROSS AREA	267,803	6.1479

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "TOLL AT PRASADA – CACTUS ROAD – PHASE 2" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS MAP OF DEDICATION.

IN WITNESS WHEREOF, TOLL AT PRASADA COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF_____, 2022.

TOLL AT PRASADA COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS MAP OF DEDICATION 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

I, ROBERT A. JOHNSTON, 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 FEBRUARY 2021; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

DATE OF PREPARATION: FEBRUARY 26, 2021 (REVISED JUNE 02, 2021, REVISED AUGUST 03, 2021 & REVISED DECEMBER 13, 2021)

1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

Project: Toll at Prasada - Cactus Road - Phase 2
SURPRISE, ARIZONA
Final Plat

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 12-13-21

Job No.
16-339

FP01

Sheet No.
1
of 2

FS21-237

NORTH QUARTER CORNER
SECTION 22 T.3N., R.2W.,
FOUND 3" MCDOT BRASS CAP IN POTHOLE
STAMPED T3N, R2W, 1/4, S.15|S.22,
2003 29891

20' EPCOR WATER EASEMENT
TOLL AT PRASADA, PHASE 2 MASTER PLAT
BOOK 1576 OF MAPS, PAGE 33, MCR

871.50' L10

8.00'

67.00' L11

NEW MWD 20' LATERAL 7 EASEMENT
AND PIPELINE TO BE DEDICATED BY
SEPARATE INSTRUMENT

20' EPCOR WATER EASEMENT
TOLL AT PRASADA, PHASE 2 MASTER PLAT
BOOK 1576 OF MAPS, PAGE 33, MCR

MATCH LINE SEE UPPER RIGHT

MATCH LINE SEE LOWER LEFT

12' SWE DEDICATED HEREON
8' R/W DEDICATED HEREON
15' MUE DEDICATED HEREON
20' MWD LATERAL 7 ROW AND CONCRETE DITCH AND PIPELINE BK 14, PG 35 & BK 24, PG 3, M.C.R.
MWD 33' ROMOLA LTD FEE BK 22, PG 13, M.C.R.

CACTUS ROAD

N89°50'14"W 2643.76'
1612.13'
S89°50'14"E 1612.13'
N89°50'14"W 1612.13'

TRACT A
N89°50'14"W 1612.13'

MWD 20' LATERAL 7 EASEMENT AND PIPELINE M.C.R. NO. 2021-0129387

*** PARCEL L

*** TOLL AT PRASADA, PHASE 2 MASTER PLAT
BOOK 1576 OF MAPS, PAGE 33, MCR

*** PARCEL O

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°50'14"W	10.12'
L2	S89°50'14"E	10.22'
L3	S00°09'46"W	33.00'
L4	S00°09'46"W	33.00'
L5	S00°09'46"W	75.00'
L6	N00°09'46"E	75.00'
L7	N89°50'14"W	10.28'
L8	S00°00'02"W	40.00'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N00°09'10"E	20.00'
L10	S00°09'46"W	33.00'
L11	N00°09'46"E	75.00'
L12	S00°23'21"W	33.00'
L13	S00°23'21"W	55.00'
L14	N00°22'35"E	20.00'
L15	N89°50'14"W	0.27'

MWD WELL SITE 7-22 (50'x50') & WELL
BK 326, PG 580-581 (NOT A PART)

POINT OF COMMENCEMENT
NORTHWEST CORNER
SECTION 23 T.3N., R.2W.,
FOUND 2" ALUMINUM CAP IN POTHOLE
STAMPED T3N, R2W, S.15, S.14, S.22, S.23,
2003 29891

CITRUS ROAD

N89°50'14"W 2643.76'
150.00'
S89°50'14"E 150.00' L2
L3
L1
0.22'
10.00'
L14
L15
L6

POINT OF BEGINNING
POINT OF BEGINNING

CACTUS ROAD

S89°59'58"E 2645.56'
S89°59'58"E 2645.34'
S89°59'58"E 2645.28'

TRACT B
N89°59'58"W 391.98'
N89°59'58"W 423.91'
L8
L9
N89°59'58"W 1829.28'

TRACT A
N89°50'14"W 1612.13'

MWD 20' LATERAL 7 EASEMENT AND PIPELINE M.C.R. NO. 2021-0129387
15' MUE DEDICATED HEREON
MWD 20' LATERAL 7 EASEMENT AND PIPELINE M.C.R. NO. 2021-0129387
15' MUE DEDICATED HEREON
MWD 20' LATERAL 7 EASEMENT AND PIPELINE M.C.R. NO. 2019-0002145
15' MUE DEDICATED HEREON
MWD 20' LATERAL 7 EASEMENT AND PIPELINE M.C.R. NO. 2019-0002145
MWD 20' LATERAL 7 EASEMENT AND PIPELINE M.C.R. NO. 2019-0002145

*** PARCEL O
*** TOLL AT PRASADA, PHASE 2 MASTER PLAT
BOOK 1576 OF MAPS, PAGE 33, MCR
*** PARCEL O
*** TOLL AT PRASADA, PHASE 2 MASTER PLAT
BOOK 1576 OF MAPS, PAGE 33, MCR

* GOLF COURSE MAINTENANCE PARCEL
* TOLL AT PRASADA, PHASE 1 ONSITE INFRASTRUCTURE
BOOK 1435 OF MAPS, PAGE 36, MCR

*** TRACT PS2
* HOA MAINTENANCE PARCEL
* TRACT PSI
*** TRACT A
*** PARCEL O
*** TOLL AT PRASADA, PHASE 2 MASTER PLAT
BOOK 1576 OF MAPS, PAGE 33, MCR

MWD WELL SITE 7-22 EXPANSION (150'x150')
(TO BE CONVEYED BY
SEPARATE DEED TO MWD
AT A LATER DATE)

MWD 15' CROSS-CUT CANAL EASEMENT (PARCEL FIVE) AND PIPELINE MCR NO. 2006-0680456

NORTHEAST CORNER
SECTION 23, T.3N., R.2W.,
FOUND FLUSH CITY OF
SURPRISE BRASS CAP

NORTH QUARTER CORNER
SECTION 23 T.3N., R.2W.,
FOUND 3" MCDOT BRASS CAP IN POTHOLE
STAMPED T3N, R2W, 1/4, S.14|S.23,
2003 29891

175TH AVENUE

33' R/W 2015-0024359 MCR

CACTUS ROAD

S89°59'58"E 2645.56'
S89°59'46"E 2645.32'
S89°59'58"E 2645.34'
S89°59'58"E 2645.28'

TRACT A
TRACT B
TRACT A
TRACT A
N89°59'58"W 1829.28'
L12
L13
20.00'
35.00'

COTTON LANE

S0°24'11"W 2640.04' (BASIS OF BEARINGS)

MWD 20' LATERAL 7 EASEMENT AND PIPELINE M.C.R. NO. 2019-0002145
*** PARCEL O
*** TOLL AT PRASADA, PHASE 2 MASTER PLAT
BOOK 1576 OF MAPS, PAGE 33, MCR
15' MUE DEDICATED HEREON
*** TRACT C
*** TRACT C
MWD 20' CROSS-CUT EASEMENT AND PIPELINE M.C.R. NO. 2019-0008835
*** PARCEL R
*** TOLL AT PRASADA, PHASE 2 MASTER PLAT
BOOK 1576 OF MAPS, PAGE 33, MCR
15' MUE DEDICATED HEREON
MWD 40' LATERAL 7 EASEMENT AND PIPELINE M.C.R. NO. 2019-0002145
*** TRACT C

MWD WELL SITE 7-23C
(50'x50') FEE TITLE & WELL
BK 337, PG 146
(TO BE CONVEYED BY SEPARATE
DEED TO OWNER AT A LATER DATE)

MWD WELL SITE 7-23C (50'X50') FEE TITLE AND WELL BK 337, PG 146
SEE NOTE "A" THIS SHEET
** 15' MUE BOOK 1476 OF MAPS, PAGE 33, MCR
MWD 20' LATERAL 7 EASEMENT AND PIPELINE M.C.R. NO. 2019-0002145
** 20' R/W BOOK 1476 OF MAPS, PAGE 33, MCR
*** TRACT C
*** PARCEL R
** TOLL AT PRASADA – CACTUS ROAD
BOOK 1476 OF MAPS, PAGE 33, MCR

EAST QUARTER CORNER
SECTION 23, T.3N, R2W,
FOUND MCDOT BRASS CAP
IN HANDHOLE

20' PUE
TOLL AT PRASADA, PHASE 2 MASTER PLAT
1576 OF MAPS, PAGE 33, MCR

MWD 20' CROSS-CUT EASEMENT AND PIPELINE M.C.R. NO. 2019-0008835

LEGEND

▣	FOUND MONUMENT, AS NOTED
o	CORNER OF SUBDIVISION
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
MUE	MULTI USE EASEMENT
SWE	SIDEWALK EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
MWD	MARICOPA WATER DISTRICT

NOTE "A"

THE NORTHERN 20' OF OLD WELL SITE 7-23C IS TO BE DEDICATED TO THE CITY OF SURPRISE BY OWNER AT A LATER DATE AFTER MEETING THE CITY'S DEDICATION REQUIREMENTS.

NORTH
50 0 50 100
scale feet

EPS GROUP
1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
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Project: Toll at Prasada - Cactus Road - Phase 2
SURPRISE, ARIZONA

Final Plat

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date signed 12-13-21

Job No.
16-339

FP02

Sheet No.
2
of 2

FS21-237

SURPRISE
ARIZONA

FS21-237

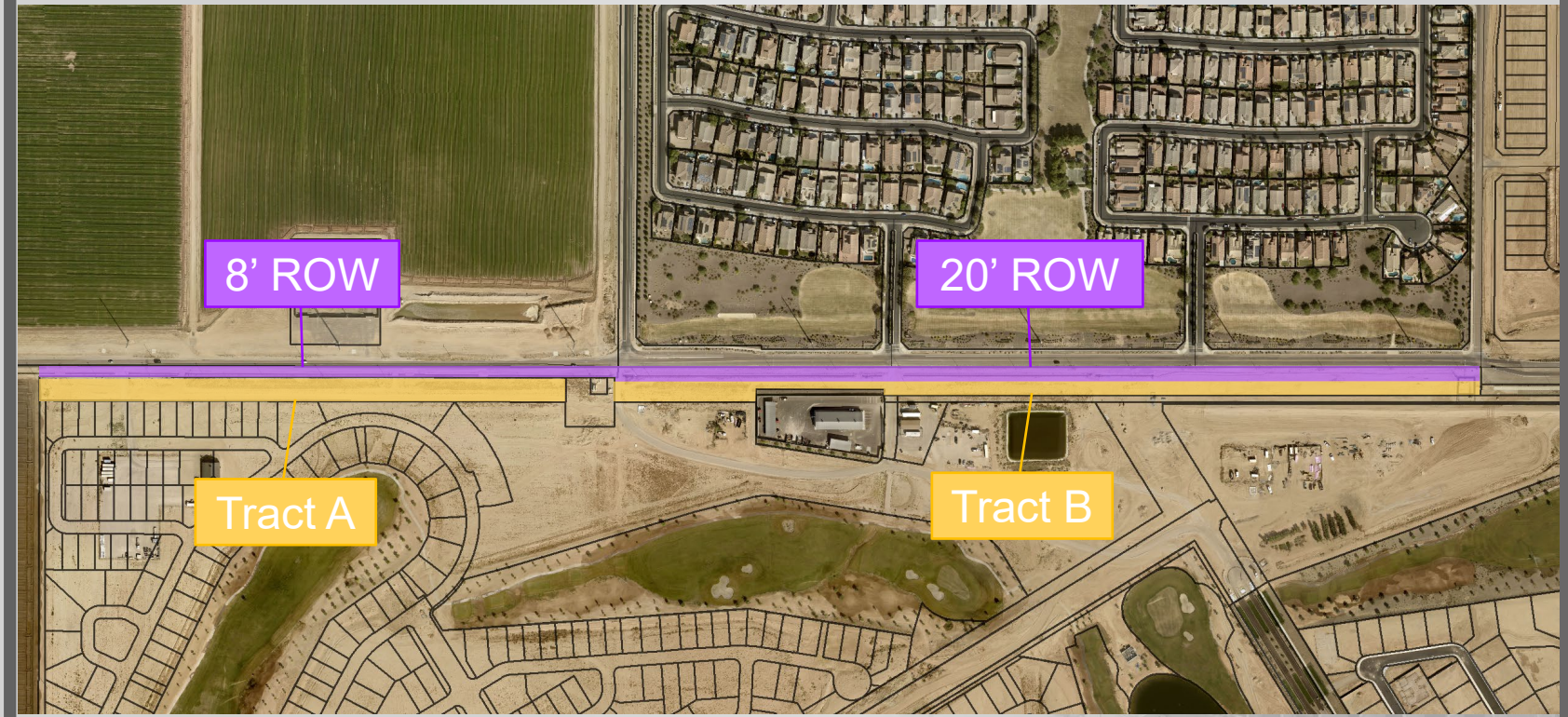
Toll at Prasada Cactus Rd Phase 2 Final Plat

City Council

May 16, 2023

FS21-237 VICINITY MAP

FS21-237 PLAT EXHIBIT



FINAL PLAT

Toll at Prasada - Cactus Road - Phase 2

A portion of the northeast quarter of Section 22
and a portion of the northwest quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PUBLISHES THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF TOLL AT PRASADA – CACTUS ROAD – PHASE 2, BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 22 & PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY RECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET, TRACT AND EASEMENT, AND THAT EACH STREET AND TRACT SHALL BE KNOWN BY THE NAME AND LETTER GIVEN TO EACH RESPECTIVELY. THE MINIMUM WIDTHS OF THE EASEMENTS ARE SHOWN HEREON.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT ONLY AND ACCESS THERETO FREE FLIGHT AND UNOBSTRUCTED PASSAGE OF AIRCRAFT IN THE AIRSPACE 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, BY TAKING OFF FROM OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELDS.

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

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

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 TREES, SHRUBS, HUMAN BEING, OR SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE PEDESTRIAN ACCESS AND SIDEWALK CONSTRUCTION AND MAINTENANCE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENTS AS SHOWN ON THE PLAT.

TRACTS A AND B, INCLUSIVE, IS NOT DEDICATED TO THE PUBLIC, BUT IS PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CREATION OF SAID NON-PROFIT CORPORATION.

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 HEREON DEDICATED TO THE CITY OF SURPRISE SHALL BE BUILT TO THE LATEST ADOPTED CITY STANDARDS IN THE CITY'S DESIGN AND CONSTRUCTION HANDBOOK. SUCH IMPROVEMENTS SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ AND ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT ABOVE, 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:

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER PARTNERS AUTH, TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED JANUARY 2, 2019 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("DMC") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JANUARY 2, 2019, AT THE MARICOPA COUNTY RECORDER'S OF 2019-0000048. THE PROPERTIES INCLUDED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL RESERVATIONS THEREIN, LIMITS PROPERTIES' WATER RIGHTS AND SURFACE RIGHTS OF ACCESS TO ANY USE OF EXISTING AND FUTURE DMC FACILITIES AND OTHER PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO WHICH, BY THIS ACKNOWLEDGMENT, ALL OWNERS PURSUANT TO THIS PLAT AGREE TO BE BOUND.

TRANSFERRING AND MAINTAINING ALL OF THE FACILITIES INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE CONSTRUCTED, RECONSTRUCTED, OPERATED, MAINTAINED AND REPLACED FROM TIME TO TIME IN ACCORDANCE WITH THE AGREEMENT ON FILE AT THE OFFICES OF THE TRUSTEE, LLC, AND MAY BE REVISED AS TO ALL DETAILS WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 8, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2022.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

ATTEST:

BY: _____ BY: _____
CHRISTINE CAIN GLEN GRUNDMAN

ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNERS PRESERVATION, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WITHDRAWPRIVATE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED SEPTEMBER 21, 2016 ("AGREEMENT") WITH THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR BEING A MEMORANDUM OF AGREEMENT AND RECORDED ON SEPTEMBER 29, 2016, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 2016-0625845. AGREEMENT WAS RECENTLY AMENDED AND RESTATED ON JULY 23, 2019 IN THE MARICOPA COUNTY RECORDER OFFICE DOCUMENT NO. 2019-0551464. THE PROPERTIES AND USE IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("DMC") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 18, 2007, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 24, 2007, UNDER DOCKET NO. 07-0457755 ("IGA"). CITY AND DMC HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND SET RELATED WITHIN CERTAIN SUBDIVISION PLATS OR TITLE DOCUMENTS AND INCLUDED IN A SUBDIVISION PLAT DECLARATIONS OF EASEMENTS OF DEDICATIONS OF RIGHT-OF-WAY, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO MAKE PUBLIC UTILITY AGREEMENT WITH CERTAIN AND PROPER PROPERTY AND FOR DMC TO MAKE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND DMC 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, DMC'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE DMC 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 DMC'S 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.

RELEASE OF LIABILITY

TOLL PRASADA 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 OCCASION FROM NOISE, VIBRATION, SHOCK, 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. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST TO THIS SHALL BE CONSTRUED AS ANY PERMIT, OR LOT, THEREOF. THIS RELEASE AND INDEMNITY DOES NOT RELEASE THE USAF FROM LIABILITY FOR THE NEGLIGENT OPERATION OF AIRCRAFT OR FLYING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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 NEWLY RELOCATED RIGHT-OF-WAY AS REFLECTED ON THIS PLAT FROM LANDOWNER'S USE OF SUCH RIGHT-OF-WAY AS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN AND NEWLY DESIGNATED RIGHT-OF-WAY AS SHOWN ON THIS MAP OF DEDICATION SHALL BE THE RESPONSIBILITY OF LANDOWNER AND SUBSEQUENT SUBDIVIDER AGREEMENT OWNERS WITHIN THE BOUNDARY OF SAID MAP OF DEDICATION UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.

PUBLIC NOTICE

ALL TRACTS DEPICTED ON THIS PLAT IS 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 WHICH ARE MORE STRINGENT THAN THE ADOPTED AND MORE CONSERVATIVE IN RELATION TO THOSE PLAT SHALL BE OBTAINED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

100 YEAR ASSURED WATER SUPPLY

ALL SUBDIVISION LOTS SHOWN ARE A CERTIFICATE OF THE PLAT ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES

27-701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

ALL BASIS OF BEARING IS THE LAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, LOCATED SOUTH 89 DEGREES 21 MINUTES 11 SECONDS WEST, PER THIS PLAT.

GENERAL NOTES

1. THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1645L AND 04013C1655L, BOTH WITH A DATE OF DETERMINATION OF OCTOBER 16, 2013. THIS COMMUNITY NO. 040040 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH ARE THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
2. PURSUANT TO A.R.S. § 42-1105, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS RAISED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS (WATER AND FATHER WHEN APPLICABLE).
3. LANDSCAPING MAINTENANCE WITHIN THE RIGHTS WITHIN PUBLIC RIGHTS-OF-WAY AREAS NOT ACCEPTED BY ROADWAY UTILITY MAINTENANCE SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
4. THIS FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE UNDER CASE 1987-389.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPE TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPE MEDIANS WITHIN ROUNDABOUTS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALKS, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. IN ACCORDANCE WITH ARS § 9-463.01, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
8. THE CITY OF SURPRISE WILL NOT ACCEPT THE CACTUS ROAD RIGHT-OF-WAY UNTIL THAT PORTION TO BY SO MADE PASSABLE AND WELL STAKED TO CITY HAS BEEN ANCHORED AND THE WELL ABANDONED IN ACCORDANCE WITH ADWR REQUIREMENTS.
9. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP IN POTHOLE AT THE NORTHEAST CORNER OF SAID SECTION 22, BEING CORRECTED AS "0.1' SOUTHWEST CORNER OF SAID SECTION 23, FROM WHICH A 2" WOOD WITNESS CAP IN POTHOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, 2643.56 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, 1322.78 FEET TO A POINT ON SAID NORTH LINE;

THENCE, DEPARTING SAID NORTH LINE SOUTH 0 DEGREES 09 MINUTES 46 SECONDS WEST, 33.00 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING;

THENCE, DEPARTING SAID LINE SOUTH 89 DEGREES 50 MINUTES 19 SECONDS EAST, BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, 1322.78 FEET TO A POINT LYING 33.00 FEET SOUTH OF SAID NORTHEAST QUARTER, BEING CONSECUTIVE TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE, DEPARTING SAID LINE SOUTH 89 DEGREES 50 MINUTES 58 SECONDS EAST, BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 2643.54 FEET TO A POINT ON THE NORTH SOUTH NON-SECTION LINE OF SAID SECTION 23;

THENCE, DEPARTING SAID LINE, ALONG SAID NORTH-SOUTH NON-SECTION LINE, SOUTH 0 DEGREES 22 MINUTES 29 SECONDS WEST, 33.00 FEET TO A POINT ON SAID NORTH SOUTH NON-SECTION LINE LYING BEING FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE, DEPARTING SAID NORTH-SOUTH NON-SECTION LINE, NORTH 89 DEGREES 50 MINUTES 58 SECONDS WEST, BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 1325.28 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE, DEPARTING SAID LINE SOUTH 0 DEGREES 09 MINUTES 10 SECONDS EAST, 2640 FEET TO A POINT LYING 2640 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE, DEPARTING SAID LINE NORTH 89 DEGREES 50 MINUTES 58 SECONDS WEST, BEING 2640 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 33.00 FEET TO A POINT LYING 2640 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE, DEPARTING SAID LINE SOUTH 0 DEGREES 09 MINUTES 10 SECONDS EAST, BEING 33.00 FEET WEST OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE, DEPARTING SAID LINE NORTH 89 DEGREES 50 MINUTES 58 SECONDS WEST, BEING 1320.89 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 1320 FEET TO A POINT LYING 1320 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22;

THENCE, DEPARTING SAID LINE NORTH 0 DEGREES 09 MINUTES 10 SECONDS WEST, 1320 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 AND THE POINT OF BEGINNING.

CONTAINS 2.3725 ACRES, MORE OR LESS

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SAL, RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP IN POTHOLE AT THE NORTHEAST CORNER OF SAID SECTION 22, BEING CORRECTED AS "0.1' SOUTHWEST CORNER OF SAID SECTION 23, FROM WHICH A 2" WOOD WITNESS CAP IN POTHOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, 2643.56 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, 1322.78 FEET TO A POINT ON SAID NORTH LINE;

THENCE, DEPARTING SAID NORTH LINE SOUTH 0 DEGREES 09 MINUTES 46 SECONDS WEST, 33.00 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING;

THENCE, CONTINUING SOUTH 0 DEGREES 09 MINUTES 46 SECONDS WEST, 2639 FEET TO A POINT LYING 1320 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE, DEPARTING SAID LINE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST, BEING 1320.89 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 1322.15 FEET;

THENCE, DEPARTING SAID LINE NORTH 0 DEGREES 09 MINUTES 46 SECONDS EAST, 2639 FEET TO A POINT LYING 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE, DEPARTING SAID LINE SOUTH 89 DEGREES 50 MINUTES 19 SECONDS EAST, 1322.78 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHEAST QUARTER;

THENCE, DEPARTING SAID NORTH LINE, ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER, SOUTH 89 DEGREES 21 MINUTES 11 SECONDS EAST, 1322.15 FEET TO A POINT ON SAID NORTH LINE;

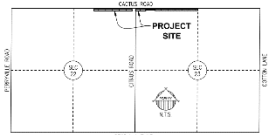
THENCE, DEPARTING SAID NORTH LINE SOUTH 0 DEGREES 09 MINUTES 46 SECONDS WEST, 1320 FEET TO A POINT LYING 1320 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 AND THE POINT OF BEGINNING.

CONTAINS 27.7751 ACRES, MORE OR LESS

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	MULTI-USE EASEMENT, DRAINAGE, OPEN SPACE, PRIVATE UTILITIES, AND PEDESTRIAN EASEMENT & PUBLIC WATER EASEMENT	103,002	2.4706
B	MULTI-USE EASEMENT, DRAINAGE, OPEN SPACE & PRIVATE UTILITIES, AND PEDESTRIAN EASEMENT	103,002	2.3525

NOTES

1. COMMON AREAS MAY INCLUDE SITE SIGNS, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DESCRIBED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. "#" THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERIK "#") ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. CHECK "LOTS" LISTED ABOVE AND DOMAIN HOA



VICINITY MAP

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JAMES B. ROGERS, P.E.

DEVELOPER/OWNER

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 200
SCOTTSDALE, AZ 85258
TEL: (602) 904-5654
CONTACT: AARON HICKS

SHEET INDEX

1 COVER SHEET
2 FINAL PLAT MAIN SHEET

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NEW RIGHT-OF-WAY	69,808	1.6027
TRACT A	103,002	2.4706
TRACT B	83,982	2.1578
GROSS AREA	257,800	5.1479

HOMEOWNERS ASSOCIATION STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, APPROVES AND APPROVES THIS PLAT FOR TOLL AT PRASADA – CACTUS ROAD – PHASE 2, AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS MAP OF DEDICATION.

IN WITNESS WHEREOF, TOLL AT PRASADA COMMUNITY ASSOCIATION, INC. HAS CAUSE ITS NAME TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2022.

TOLL AT PRASADA COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

CITY OF SURPRISE ENGINEER APPROVAL

BASIS ON THIS MAP OF DEDICATION 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

I, ROBERT A. JOHNSON, A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, HEREBY CERTIFY THAT I AM A REGISTERED AND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY 2021; THAT ALL SURVEY IS FULLY AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY SET; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSON, R.L.S. 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

DATE OF PREPARATION: FEBRUARY 21, 2021 / REVISED JUNE 02, 2021, REVISED AUGUST 30, 2021 & REVISED DECEMBER 13, 2021

EPS GROUP
1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
P: 1-480.503.2250
F: 1-480.503.2258
W: WWW.EPSGROUPINC.COM

Toll at Prasada - Cactus Road - Phase 2
(SURPRISE, ARIZONA)
Final Plat

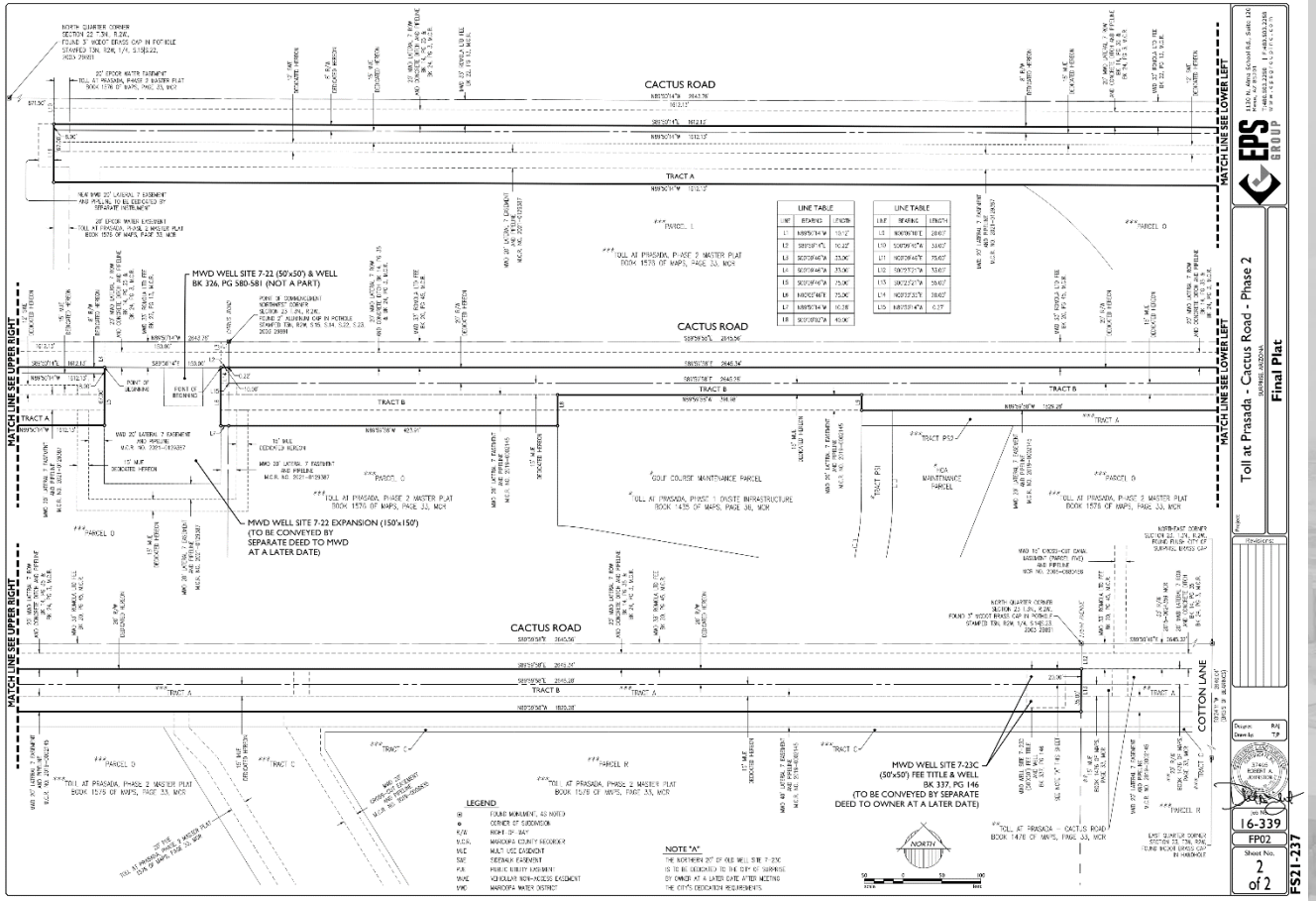
PROJECT NO. 16-339

SHEET NO. FP01

SHEET No. 1 of 2

FS21-237

FS21-237 FINAL PLAT



FS21-237 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Asante – Unit 4.9" and dated February 21, 2023, a property generally located northeast of Asante Boulevard and Pat Tillman Boulevard; Case FS22-1541.

Motion:
I move to approve the Final Plat entitled, "Asante – Unit 4.9" and dated February 21, 2023.

Background:
Diego Ortiz, with HILGARTWILSON, seeks approval of a Final Plat of Unit 4.9 in the Asante Planning Area 3.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property into 63 single family residential lots.

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

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

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

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

ATTACHMENTS:

1. 00 - FS22-1541 Asante Planning Area 3 Unit 4.9 Final Plat - Staff Report 051623 CC
2. 01 – FS22-1541 Asante Planning Area 3 Unit 4.9 – Vicinity Map
3. 02 – FS22-1541 Asante Planning Area 3 Unit 4.9 – Zoning Map
4. 03 – FS22-1541 Asante Planning Area 3 Unit 4.9 – Final Plat
5. 04 – FS22-1541 Asante Planning Area 3 Unit 4.9 – Luke Letter
6. FS22-1541 Asante Planning Area 3 Unit 4.9- Presentation

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS22-1541**

Project Name: Asante Planning Area 3 Unit 4.9 Final Plat

Council District: 1 – Acacia

City Council Date: May 16, 2023

Planner: Leslie Carnie, Planner II

Owner: Asante Development Partners, LLC

Applicant: Diego Ortiz of HILGARTWILSON

Request: The applicant seeks approval of the Final Plat for the subject property

Site Location: Generally located northeast of Asante Boulevard and Pat Tillman Boulevard.

Site Size: 18.9 gross acres (approx.)

Density: 3.3 dwelling units/acre (gross)

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

Findings:

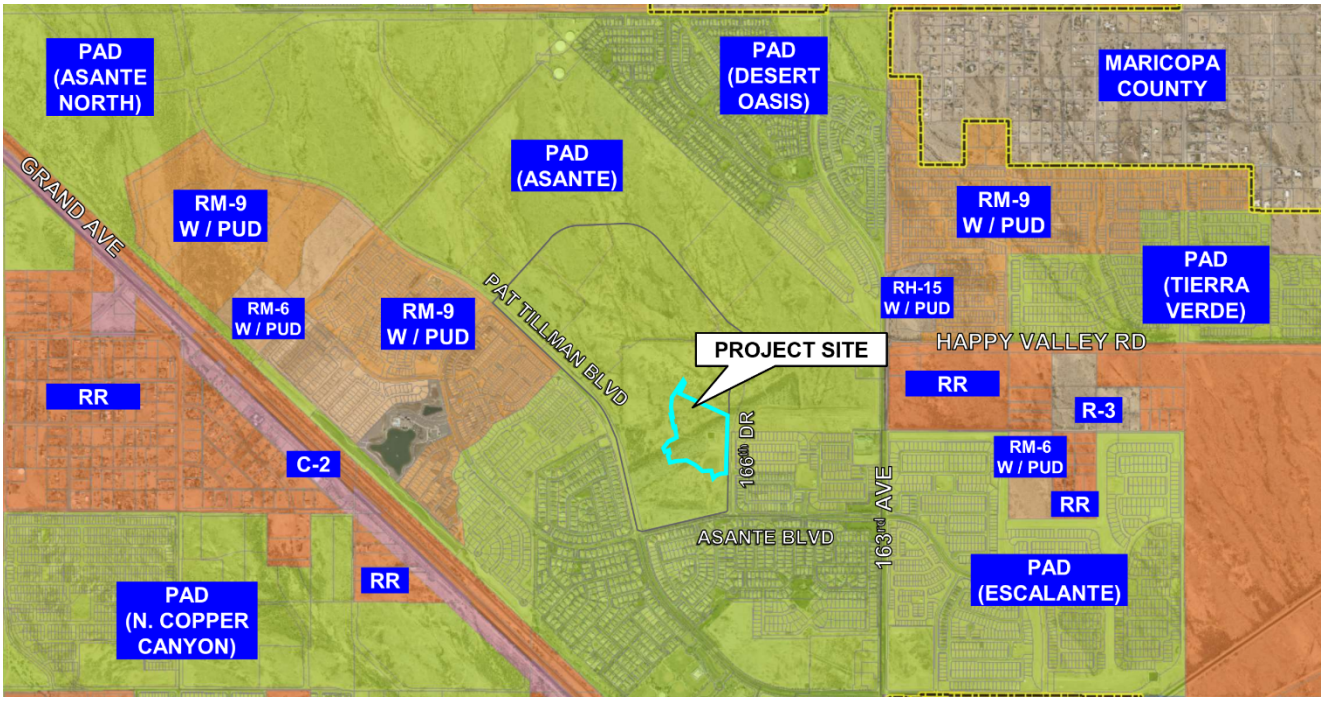
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

Diego Ortiz of HILGARTWILSON, on behalf of Asante Development Partners, LLC, seeks approval of a Final Plat for Asante Planning Area 3 Unit 4.9. The applicant seeks to subdivide the subject property into 63 lots over approximately 18.9 gross acres, for a gross residential density of 3.3 dwelling units/acre. The proposed subdivision will be integrated into the larger Asante Community.

SURROUNDING LAND ZONING:

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



PAD – Asante	PAD – Asante	PAD – Asante
PAD – Asante	**PAD – Asante**	PAD – Asante
PAD – Asante	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: The City Council approved Ordinance 88-24 for the annexation of the subject property.

November 24, 2004: The City Council approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

November 17, 2022: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 3 under case FS22-0781.

November 23, 2022: The applicant filed the subject case, FS22-1541

April 18, 2023: The City Council approved a Master Plat for Asante Planning Area 3 under case FS22-1524.

ANALYSIS AND DISCUSSION:

The subject request includes a Final Plat for Unit 3.9 of Planning Area 3 within the Asante PAD. This Final Plat consists of 63 lots, with a typical lot size of 53' x 120'. This is consistent with the Preliminary Plat and the Asante PAD requirements.

Access

Access to the development will be from 166th Drive to the north from Audrey Lane at the southeast corner of the unit. Additional internal access is provided to Units 3.10B and 4.11A within Planning Area 3.

Open Space & Landscaping

There is a total of approximately 3.6 acres of open space within Unit 4.9. Of this total, approximately 1.1 acres are active open space, and approximately 3.5 acres are passive open space. Landscaping will incorporate native and low water use plants, as required by the City, and will be consistent with the overall Asante Development.

Residents within Unit 4.9 will have access to the clubhouse planned for Unit 3.10A within Asante Planning Area 3.

Utility and Services Table:

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

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 dwelling units/acre or more. At a gross density of 3.3 dwelling units/acre, this development is consistent with the General Plan in this regard.

This request is also consistent with the General Plan in that it promotes connectivity to existing and future development within the Asante PAD for a range of mobility options.

Reviewing Agencies:

This request was reviewed by internal city reviewing departments, who indicated no objection to the request. The following external agencies also indicated no objection to the request: Maricopa Water District, Luke Air Force Base.

The following external agencies were included in the review request but did not provide a response: Arizona Department of Transportation, Maricopa County Flood Control District, Maricopa County Department of Transportation, Maricopa County Planning Department, Maricopa Association of Governments, Dysart Unified School District, United States Postal Service, Cox, Beardsley Water Company, Liberty Utilities, and Southwest Gas.

Summary:

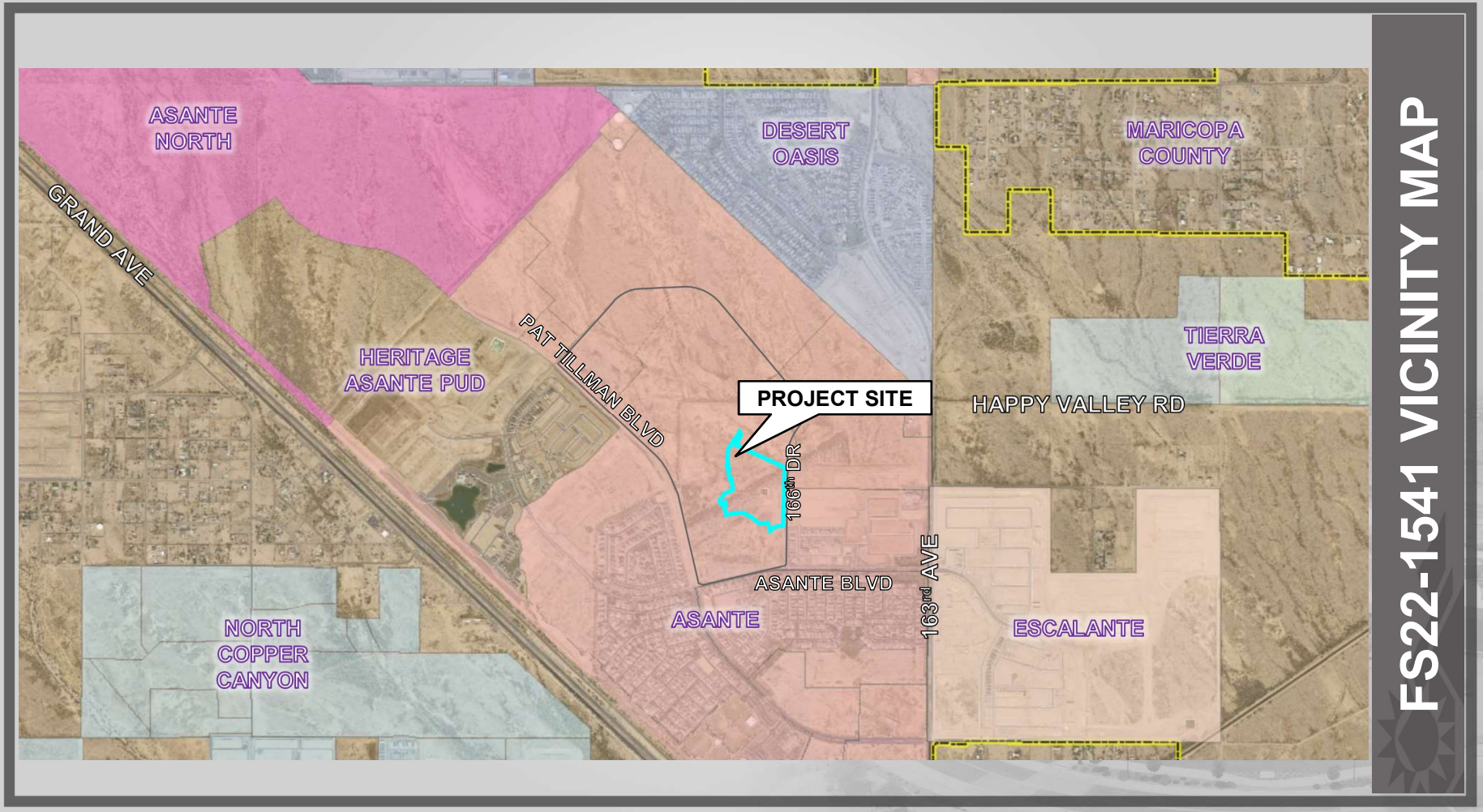
The subject Final Plat meets the requirements of the Asante PAD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

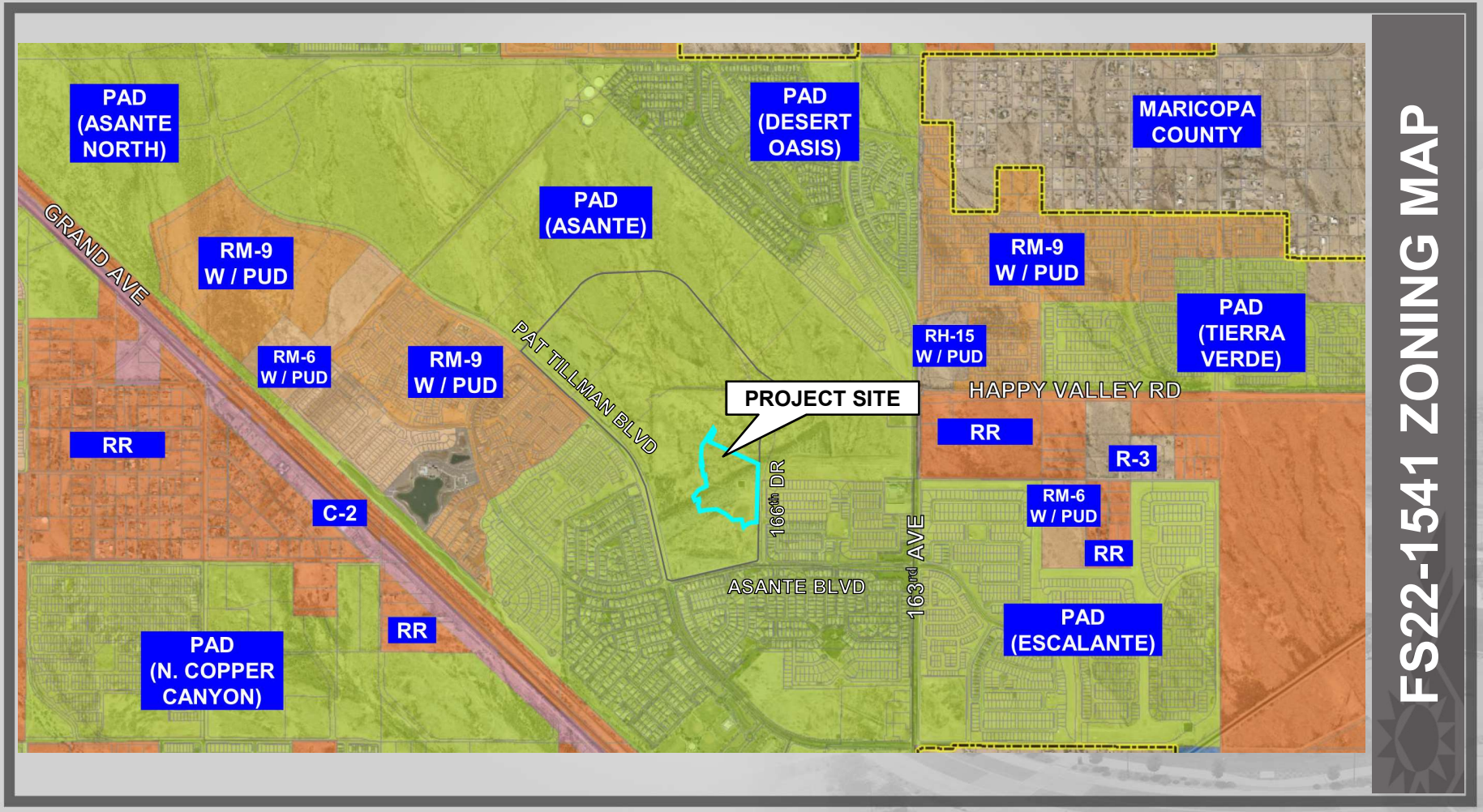
Findings:

- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- 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 Luke AFB Letter
PPT


FS22-1541 VICINITY MAP
ASANTE NORTH
DESERT OASIS
MARICOPA COUNTY
GRAND AVE
PAT TILLMAN BLVD
HERITAGE ASANTE PUD
PROJECT SITE
TIERRA VERDE
HAPPY VALLEY RD
166th DR
ASANTE BLVD
163rd AVE
ASANTE
ESCALANTE
NORTH COPPER CANYON


FS22-1541 ZONING MAP
PAD (ASANTE NORTH)
PAD (DESERT OASIS)
MARICOPA COUNTY
PAD (ASANTE)
GRAND AVE
RM-9 W / PUD
RM-9 W / PUD
PAD (TIERRA VERDE)
RH-15 W / PUD
RM-6 W / PUD
RM-9 W / PUD
PAT TILLMAN BLVD
PROJECT SITE
HAPPY VALLEY RD
RR
RR
R-3
C-2
166th DR
RM-6 W / PUD
RR
ASANTE BLVD
163rd AVE
RR
PAD (ESCALANTE)
PAD (N. COPPER CANYON)

FINAL PLAT
OF
ASANTE - UNIT 4.9
SURPRISE, ARIZONA
A REPLAT OF UNIT 4.9 OF THE MASTER PLAT OF ASANTE AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA, A PORTION OF THE NORTH HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"ASANTE – UNIT 4.9".** A REPLAT OF UNIT 4.9 OF THE MASTER PLAT OF ASANTE AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF THE NORTH HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"ASANTE – UNIT 4.9"** AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET 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 FINAL PLAT.

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

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

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

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

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

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS 21 DAY OF April, 2023.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: MANAGER

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE 21st DAY OF April, 2023 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON,** WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER,** BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ July 29, 2024
NOTARY PUBLIC MY COMMISSION EXPIRES

JAMIE KELSEY
Notary Public, State of Arizona
Maricopa County
Commission # 584083
My Commission Expires
July 29, 2024

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, Katie Voigt, AS THE President OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: Katie Voigt
NAME: Katie Voigt
TITLE: President

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE 21st DAY OF April, 2023 BEFORE ME, PERSONALLY APPEARED Katie Voigt, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE President OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH President BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ July 29, 2024
NOTARY PUBLIC MY COMMISSION EXPIRES

JAMIE KELSEY
Notary Public, State of Arizona
Maricopa County
Commission # 584083
My Commission Expires
July 29, 2024

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA **("DEED OF TRUST")** AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST **("LENDERS' LIEN")**, FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT **("FINAL PLAT")**, AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT-OF-WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: 4/20, 2023.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____
NAME: Sean Reilly
ITS: Vice President

ACKNOWLEDGMENT FOR LENDERS' CONSENT

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

STATE OF CALIFORNIA
COUNTY OF Orange

ON 4/20/23 BEFORE ME, Cynthia Gonzalez, Notary Public PERSONALLY APPEARED Sean Reilly, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Gonzalez

CYNTHIA GONZALEZ
Notary Public - California
Orange County
Commission # 2303361
My Comm. Expires Sep 17, 2023
(SEAL)

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

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

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

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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04-07-523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

OWNER

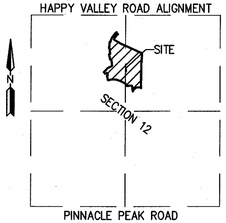
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

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

SHEET INDEX

FP01	COVER SHEET
FP02	LEGAL DESCRIPTION, SHEET INDEX MAP, AREA TABLES & VISIBILITY DETAIL
FP03-FP05	FINAL PLAT SHEETS



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

BASIS OF BEARING IS NORTH 00°44'56" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDS, AND BETWEEN THE MONUMENTS AS SHOWN HEREON

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
11. 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.
12. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS22-0781.
13. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22-0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS_____ DAY OF _____, 2023, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED_____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 2023.

ATTEST:

_____ DATE
MAYOR

_____ DATE
CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

PHIL REIMER
RLS# 48078
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
preimer@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48078
PHIL
REIMER
Date Signed 4-20-23
ARIZONA, U.S.A.
Expires 6/30/2023

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

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

ASANTE - UNIT 4.9
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909
STATUS:
DATE: APR 2023
SCALE: NONE
MUNICIPAL TRACKING NO:
DRAWN: RG
APPROVED: PR

DWG. NO.
FP01
SHT. 1 OF 5

FS22-1541

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U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 4.9\1909-4.9-FP01.dwg 4/19/2023 9:38 AM

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN THE NORTH HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 12 FROM WHICH A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE NORTHEAST CORNER THEREOF BEARS NORTH 00°44'56" EAST, 2634.27 FEET;
THENCE NORTH 89°01'45" WEST, 2294.69 FEET ALONG THE EAST–WEST MID–SECTION LINE OF SAID SECTION 12;
THENCE LEAVING SAID EAST–WEST MID–SECTION LINE, NORTH 00°58'15" EAST, 598.14 FEET TO THE **POINT OF BEGINNING;**
THENCE NORTH 44°52'40" WEST, 28.34 FEET;
THENCE NORTH 89°45'19" WEST, 37.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 365.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°05'30", AN ARC LENGTH OF 51.55 FEET TO A TANGENT LINE;
THENCE SOUTH 82°09'12" WEST, 27.52 FEET;
THENCE SOUTH 37°09'12" WEST, 28.28 FEET;
THENCE SOUTH 82°09'12" WEST, 50.00 FEET;
THENCE SOUTH 07°50'48" EAST, 44.52 FEET;
THENCE SOUTH 37°17'31" WEST, 28.22 FEET;
THENCE NORTH 07°50'48" WEST, 144.42 FEET;
THENCE NORTH 75°27'33" WEST, 41.01 FEET;
THENCE SOUTH 79°40'00" WEST, 89.46 FEET;
THENCE NORTH 35°10'23" WEST, 78.36 FEET;
THENCE NORTH 61°31'37" WEST, 125.32 FEET;
THENCE NORTH 70°12'01" WEST, 119.20 FEET;
THENCE NORTH 85°36'25" WEST, 111.45 FEET;
THENCE SOUTH 77°56'29" WEST, 113.61 FEET;
THENCE NORTH 13°00'13" WEST, 112.39 FEET;
THENCE NORTH 31°59'47" EAST, 14.14 FEET;
THENCE NORTH 76°59'47" EAST, 12.79 FEET;
THENCE NORTH 13°00'13" WEST, 58.00 FEET TO A NON–TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 47.00 FEET, THE CENTER OF WHICH BEARS NORTH 13°00'13" WEST;
THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", AN ARC LENGTH OF 14.23 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 63.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°11'30", AN ARC LENGTH OF 46.39 FEET TO A NON–TANGENT LINE;
THENCE NORTH 37°51'14" WEST, 51.74 FEET;
THENCE NORTH 43°31'00" EAST, 70.00 FEET;
THENCE NORTH 43°32'19" EAST, 69.27 FEET;
THENCE NORTH 64°22'39" EAST, 128.58 FEET;
THENCE NORTH 06°16'11" WEST, 173.12 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET, THE CENTER OF WHICH BEARS SOUTH 06°16'11" EAST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°59'04", AN ARC LENGTH OF 32.62 FEET TO A NON–TANGENT LINE;
THENCE NORTH 11°15'15" WEST, 141.10 FEET;
THENCE NORTH 72°33'03" EAST, 27.41 FEET;
THENCE NORTH 05°04'18" WEST, 133.03 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 05°04'18" EAST;
THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°15'51", AN ARC LENGTH OF 10.48 FEET TO A NON–TANGENT LINE;
THENCE NORTH 06°20'09" WEST, 50.00 FEET;
THENCE NORTH 42°37'22" EAST, 12.31 FEET;
THENCE NORTH 02°24'18" EAST, 112.21 FEET;
THENCE SOUTH 75°43'21" EAST, 20.00 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 76°48'00" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°45'26", AN ARC LENGTH OF 304.73 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 30°33'20" EAST, 50.78 FEET;
THENCE SOUTH 82°04'54" EAST, 13.45 FEET;
THENCE SOUTH 42°52'27" WEST, 118.17 FEET;
THENCE SOUTH 25°12'24" WEST, 61.55 FEET;
THENCE SOUTH 60°19'06" EAST, 203.89 FEET;
THENCE SOUTH 65°38'16" EAST, 604.50 FEET;
THENCE SOUTH 03°17'18" WEST, 228.52 FEET TO THE NORTHERLY LINE OF THE FINAL PLAT OF ASANTE 4.5 – PARCEL 1 AS RECORDED IN BOOK 1495, PAGE 2, MARICOPA COUNTY RECORDS, ARIZONA;
THENCE ALONG SAID NORTHERLY LINE, NORTH 86°42'42" WEST, 5.00 FEET TO THE WESTERLY LINE OF SAID FINAL PLAT AND A NON–TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET, THE CENTER OF WHICH BEARS SOUTH 86°42'42" EAST;
THENCE THE FOLLOWING SEVEN (7) COURSES ALONG SAID WESTERLY LINE;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°02'37", AN ARC LENGTH OF 55.25 FEET TO A TANGENT LINE;
THENCE SOUTH 00°14'41" WEST, 382.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°38'42", AN ARC LENGTH OF 2.67 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 205.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°38'42", AN ARC LENGTH OF 27.35 FEET TO A TANGENT LINE;
THENCE SOUTH 00°14'41" WEST, 113.00 FEET;
THENCE SOUTH 01°23'31" EAST, 70.03 FEET;
THENCE SOUTH 00°14'41" WEST, 17.01 FEET TO THE **POINT OF BEGINNING.**

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	11528	0.2646
LOT : 2	9119	0.2093
LOT : 3	7352	0.1688
LOT : 4	7114	0.1633
LOT : 5	7611	0.1747
LOT : 6	7891	0.1811
LOT : 7	7868	0.1806
LOT : 8	7834	0.1799
LOT : 9	7818	0.1795
LOT : 10	7164	0.1645
LOT : 11	8806	0.2022
LOT : 12	8275	0.1900
LOT : 13	8092	0.1858
LOT : 14	7688	0.1765
LOT : 15	6960	0.1598
LOT : 16	6960	0.1598
LOT : 17	6960	0.1598
LOT : 18	6960	0.1598
LOT : 19	6960	0.1598
LOT : 20	6960	0.1598
LOT : 21	7330	0.1683

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 22	8083	0.1856
LOT : 23	9815	0.2253
LOT : 24	9349	0.2146
LOT : 25	8251	0.1894
LOT : 26	7881	0.1809
LOT : 27	7065	0.1622
LOT : 28	6960	0.1598
LOT : 29	6960	0.1598
LOT : 30	6960	0.1598
LOT : 31	7030	0.1614
LOT : 32	6430	0.1476
LOT : 33	6360	0.1460
LOT : 34	6360	0.1460
LOT : 35	6360	0.1460
LOT : 36	6360	0.1460
LOT : 37	6360	0.1460
LOT : 38	6513	0.1495
LOT : 39	7215	0.1656
LOT : 40	7629	0.1751
LOT : 41	7666	0.1760
LOT : 42	11150	0.2560

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 43	9715	0.2230
LOT : 44	8410	0.1931
LOT : 45	7541	0.1731
LOT : 46	6998	0.1607
LOT : 47	6623	0.1520
LOT : 48	6623	0.1520
LOT : 49	6623	0.1520
LOT : 50	6623	0.1520
LOT : 51	7248	0.1664
LOT : 52	10107	0.2320
LOT : 53	11588	0.2660
LOT : 54	6543	0.1502
LOT : 55	7500	0.1722
LOT : 56	7256	0.1666
LOT : 57	14331	0.3290
LOT : 58	12598	0.2892
LOT : 59	8940	0.2052
LOT : 60	8515	0.1955
LOT : 61	6665	0.1530
LOT : 62	6360	0.1460
LOT : 63	8750	0.2009

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.1296	COMMON AREA & DRAINAGE
TRACT B	0.5061	COMMON AREA & DRAINAGE
TRACT C	0.2033	COMMON AREA & DRAINAGE
TRACT D	0.9652	COMMON AREA
TRACT E	0.4079	COMMON AREA
TRACT F	0.0257	COMMON AREA
TRACT G	0.0482	COMMON AREA
TRACT H	0.0326	COMMON AREA
TRACT I	0.0965	COMMON AREA
TRACT J	0.1656	COMMON AREA & DRAINAGE

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

AREAS

ROW AREA =	171,854 SQ. FT.	3.9450 ACRES
TRACTS A–J AREA =	155,976 SQ. FT.	3.5810 ACRES
LOT AREA =	495,569 SQ. FT.	11.3770 ACRES
GROSS AREA =	823,399 SQ. FT.	18.9030 ACRES
NET AREA =	651,545 SQ. FT.	14.9580 ACRES
DENSITY (GROSS) =		3.3 D.U. / ACRE
DENSITY (NET) =		4.2 D.U. / ACRE

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

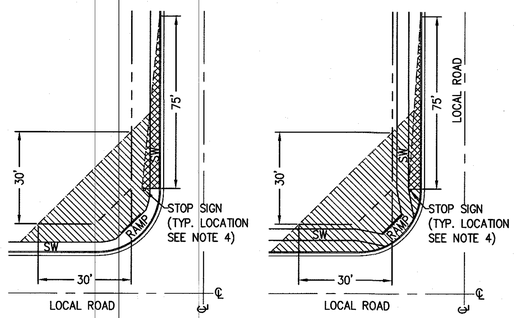
   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

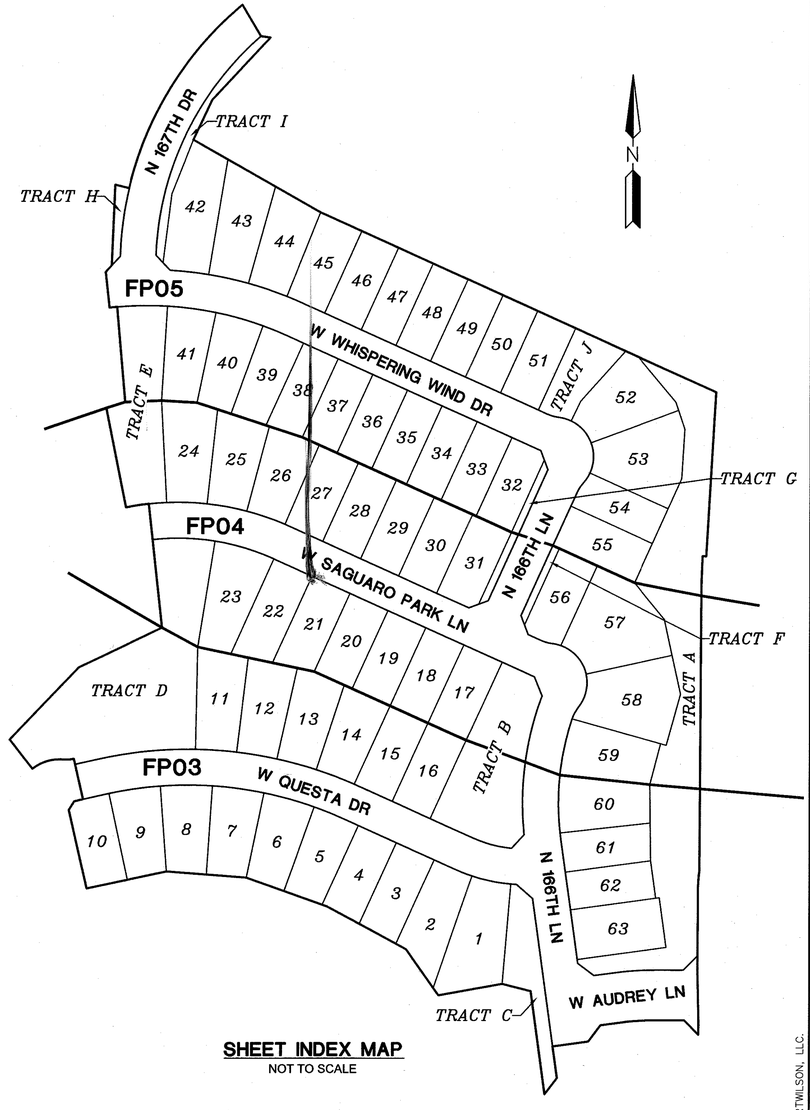
4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET SIGHT VISIBILITY TRIANGLES



SHEET INDEX MAP

NOT TO SCALE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36078
MARK
REIMER
Date Signed 6/30/2023
ARIZONA, U.S.A.
Expires 6/30/2023

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

ASANTE - UNIT 4.9

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
DATE: APR 2023
SCALE: NONE
DRAWN: RG
APPROVED: PR
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP02
SHT. 2 OF 5

FS22-1541

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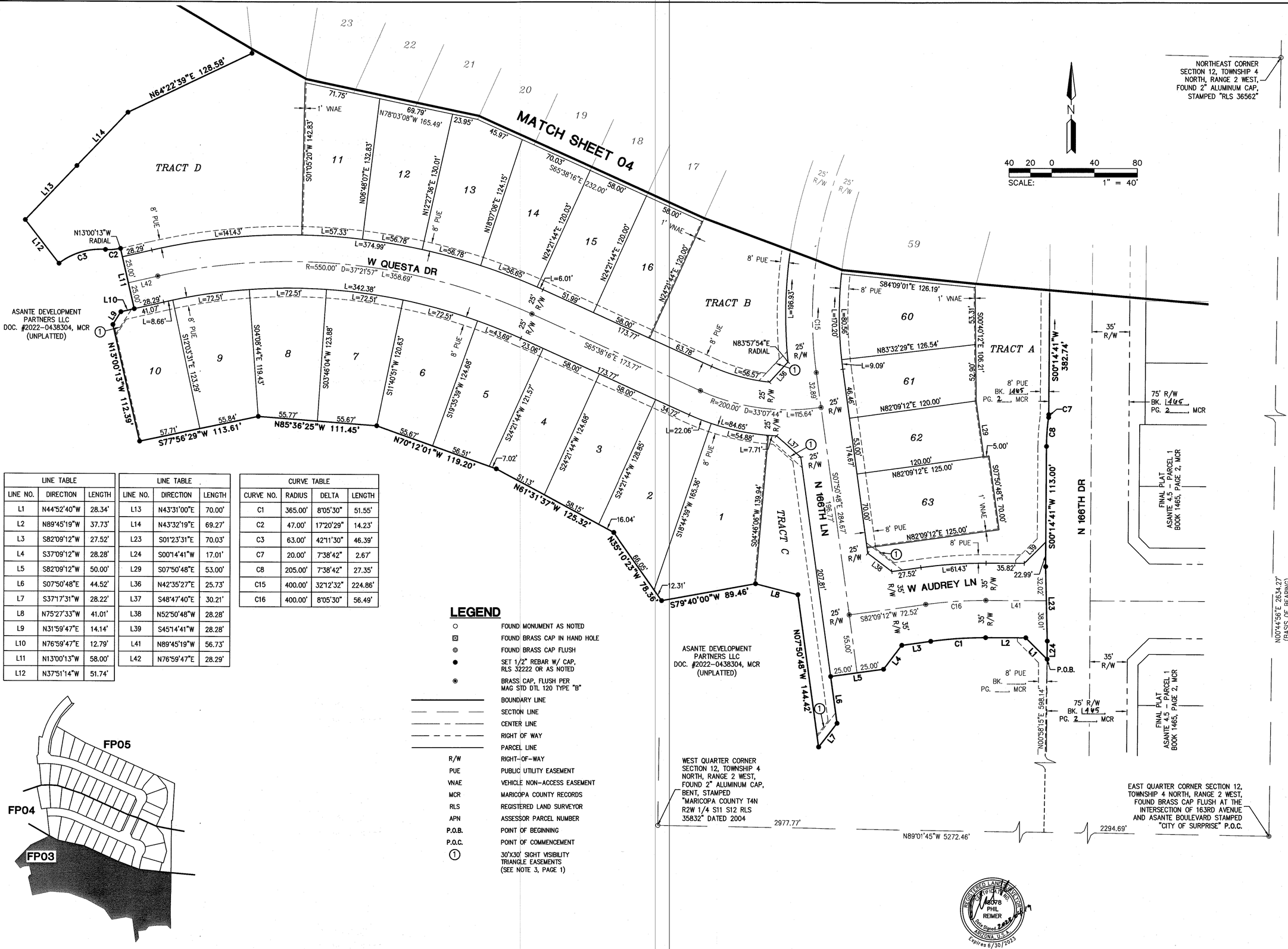

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N44°52'40"W	28.34'
L2	N89°45'19"W	37.73'
L3	S82°09'12"W	27.52'
L4	S37°09'12"W	28.28'
L5	S82°09'12"W	50.00'
L6	S07°50'48"E	44.52'
L7	S37°17'31"W	28.22'
L8	N75°27'33"W	41.01'
L9	N31°59'47"E	14.14'
L10	N76°59'47"E	12.79'
L11	N13°00'13"W	58.00'
L12	N37°51'14"W	51.74'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L13	N43°31'00"E	70.00'
L14	N43°32'19"E	69.27'
L23	S01°23'31"E	70.03'
L24	S00°14'41"W	17.01'
L29	S07°50'48"E	53.00'
L36	N42°35'27"E	25.73'
L37	S48°47'40"E	30.21'
L38	N52°50'48"W	28.28'
L39	S45°14'41"W	28.28'
L41	N89°45'19"W	56.73'
L42	N76°59'47"E	28.29'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	365.00'	8°05'30"	51.55'
C2	47.00'	17°20'29"	14.23'
C3	63.00'	42°11'30"	46.39'
C7	20.00'	7°38'42"	2.67'
C8	205.00'	7°38'42"	27.35'
C15	400.00'	32°12'32"	224.86'
C16	400.00'	8°05'30"	56.49'

LEGEND

○	FOUND MONUMENT AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

REGISTERED LAND SURVEYOR CERTIFICATE NO. 36078 PHIL REIMER Date Signed 2023 ARIZONA, U.S.A. Expires 6/30/2023

HILGARTWILSON
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www.hilgartwilson.com

ASANTE - UNIT 4.9
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
STATUS:
DATE: APR 2023
SCALE: AS SHOWN
MUNICIPAL TRACKING NO:
DRAWN: RG
APPROVED: PR

DWG. NO.
FP03
SHT. 3 OF 5

FS22-1541

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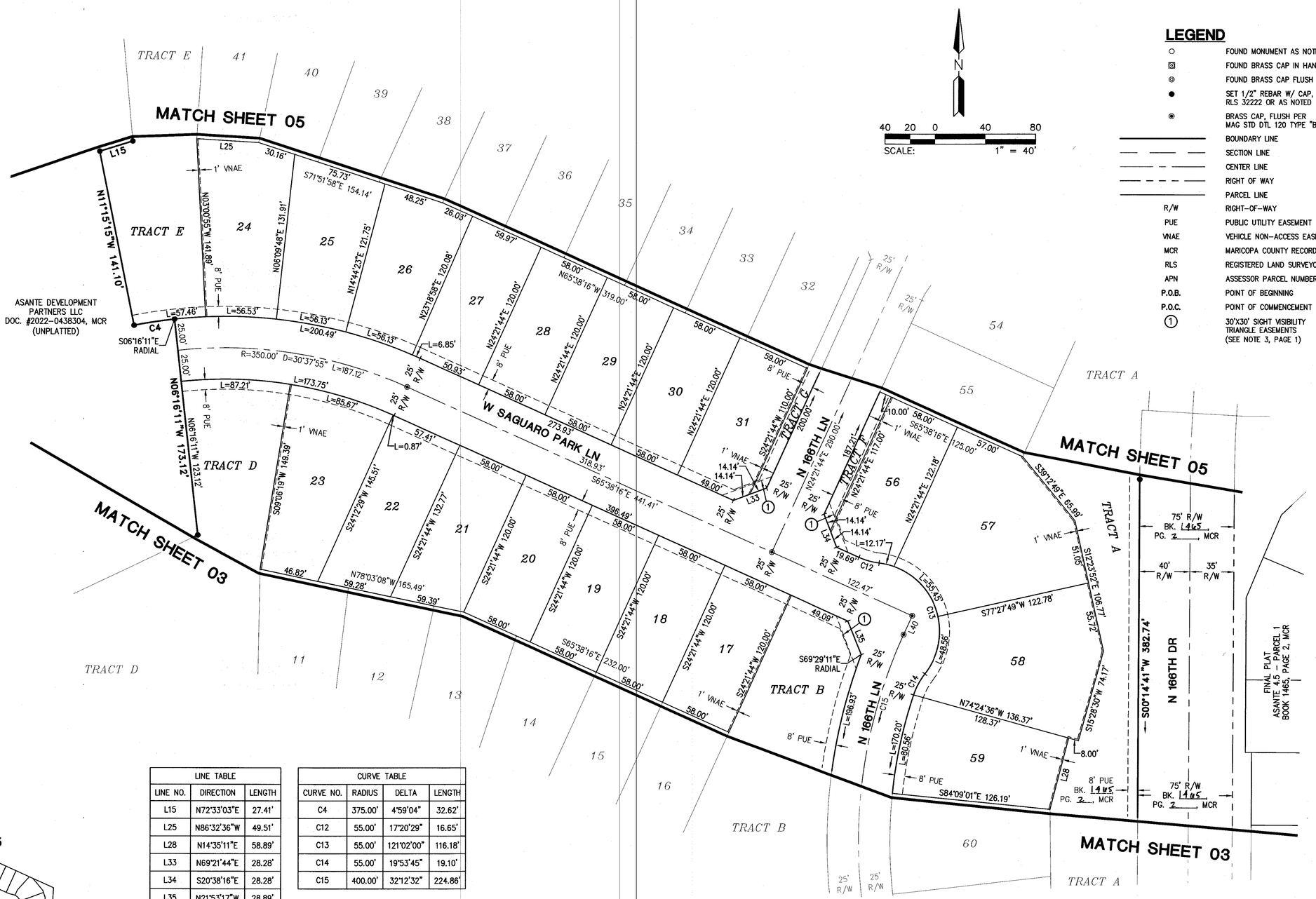
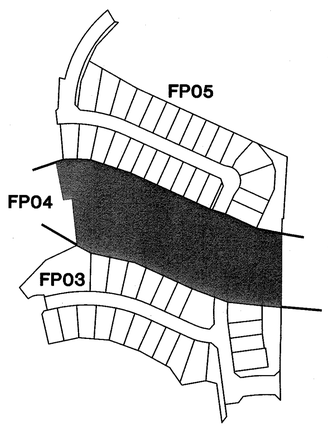


LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L15	N72°33'03"E	27.41'
L25	N86°32'36"W	49.51'
L28	N14°35'11"E	58.89'
L33	N69°21'44"E	28.28'
L34	S20°38'16"E	28.28'
L35	N21°53'17"W	28.89'
L40	N24°21'44"E	16.46'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C4	375.00'	4°59'04"	32.62'
C12	55.00'	17°20'29"	16.65'
C13	55.00'	121°02'00"	116.18'
C14	55.00'	19°53'45"	19.10'
C15	400.00'	32°12'32"	224.86'



REGISTERED LAND SURVEYOR CERTIFICATE 18908 MIKAEL REIMER Date Signed 4/19/2023 ARIZONA, U.S.A. Expires 6/30/2023

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ASANTE - UNIT 4.9

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SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909
STATUS:
DATE: APR 2023
SCALE: AS SHOWN
MUNICIPAL TRACKING NO:
DRAWN: RG
APPROVED: PR

DWG. NO.
FP04
SHT. 4 OF 5

FS22-1541

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L15	N72°33'03"E	27.41'
L16	N06°20'09"W	50.00'
L17	N42°37'22"E	12.31'
L18	S75°43'21"E	20.00'
L19	S30°33'20"E	50.78'
L20	S82°04'54"E	13.45'
L21	S25°12'24"W	61.55'
L22	N86°42'42"W	5.00'
L25	N86°32'36"W	49.51'
L26	N25°39'19"E	30.59'
L27	S18°19'34"E	40.00'
L30	N42°37'22"E	17.35'
L31	S43°26'37"E	28.70'
L32	S20°38'16"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	475.00'	1°15'51"	10.48'
C6	1040.00'	3°02'37"	55.25'
C9	55.00'	17°20'29"	16.65'
C10	55.00'	124°40'58"	119.69'
C11	55.00'	17°20'29"	16.65'

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
⊙	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

N

40 20 0 40 80

SCALE: 1" = 40'

ASANTE DEVELOPMENT PARTNERS LLC
DOC. #2022-0438304, MCR
(UNPLATTED)

ASANTE DEVELOPMENT PARTNERS LLC
DOC. #2022-0438304, MCR
(UNPLATTED)

ASANTE DEVELOPMENT PARTNERS LLC
DOC. #2022-0438304, MCR
(UNPLATTED)

N 167TH DR
R=475.00' D=36°45'26" L=304.73'
L=400.10'
R=450.00' D=53°12'37" L=417.91'
S42°52'27"W 118.17'
TRACT I
L=348.89'
N21°26'39"E 80.90'
S76°48'00"E RADIAL
8' PUE
L18
L=95.37'
TRACT H
N02°24'18"E 112.21'
S88°18'14"E RADIAL
L17
L30
25' R/W
S87°56'13"E RADIAL
14.35'
S03°29'21"W RADIAL
S07°16'32"W 96.36'
1' VNAE
42
43
44
45
46
47
48
49
50
51
52
53
54
55
S60°19'06"E 203.89'
76.30'
72.25'
63.17'
56.00'
53.00'
S65°38'16"E 604.50'
58.00'
76.51'
55.33'
N09°22'33"E 162.11'
N15°53'30"E 139.49'
N21°44'26"E 125.65'
N24°21'44"E 124.97'
L=53.94'
L=56.65'
L=191.26'
L=24.02'
33.41'
L=373.22'
L=24.01'
L=37.22'
L=386.01'
L=319.00'
L=110.00'
L=200.00'
L=42.15'
L=43.00'
L=16.65'
L=17.89'
13.81'
L=187.21'
L=200.00'
L=49.53'
L=51.30'
L=154.14'
L=53.31'
L=54.00'
L=44.00'
14.14'
L=70.70'
L=68.05'
L=254.50'
L=267.89'
R=500.00' D=30°41'53"
N86°12'53"E RADIAL
S05°04'18"E RADIAL
C5
L16
25.00'
S03°27'24"W 131.79'
S11°39'52"W 128.24'
S19°52'21"W 130.29'
S24°21'44"W 120.00'
S71°51'58"E
N65°38'16"W 431.01'
W WHISPERING WIND DR
TRACT E
TRACT J
TRACT G
TRACT F
TRACT A
N 166TH LN
C11
C10
C9
L26
L27
L32
L31
L25
L15
L22
S86°42'42"E RADIAL
C6
N41°44'31"E 93.68'
S39°54'56"E 82.17'
119.49'
19.33'
12.01'
28.00'
N69°33'53"E 130.18'
N03°21'47"E 68.68'
45.78'
S03°17'18"W 228.52'
N 166TH DR
77' R/W BK. 1733 PG. 2 MCR
35' R/W
70' R/W BK. 1733 PG. 2 MCR
8' PUE BK. 1733 PG. 2 MCR
1' VNAE
1' PUE
MATCH SHEET 04
FP05
FP04
FP03
FINAL PLAT ASANTE LOT 1, PARCEL 1 ASANTE 4.5 - PARCEL 1 BOOK 1465, PAGE 2, MCR

REGISTERED LAND SURVEYOR
46078
PHIL REIMER
Date Signed 2023.04.19
ARIZONA, U.S.A.
Expires 6/30/2023

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PHOENIX, AZ 85016
www.hilgartwilson.com

ASANTE - UNIT 4.9

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: APR 2023	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: RG	
APPROVED: PR	

DWG. NO.
FP05
SHT. 5 OF 5

FS22-1541

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Leslie Carnie

From: JAMES, MARK C CIV USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Sunday, December 11, 2022 10:13 AM
To: Tierney Farago
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-1541 Asante Planning Area 3 Unit 4.9 New Digital submittal 11.23.22
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Importance: High

Tierney,

Thank you for allowing Luke AFB to make comments on the Asante Planning Area 3 Unit 4.9 application.

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. A strong notification program on the part of the applicant is essential to inform about Luke AFB operations.

Respectfully,

Mark James
Deputy Director, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-6175
DSN: 896-6175

From: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Sent: Wednesday, November 23, 2022 12:15 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Subject: [Non-DoD Source] FS22-1541 Asante Planning Area 3 Unit 4.9 New Digital submittal 11.23.22

Good afternoon,

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

Please feel free to contact us with any questions.

Thanks,

TIERNEY FARAGO
Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-3154

PLEASE NOTE: Effective August 3, 2022 we will be adding 2 business days for out-processing notices.

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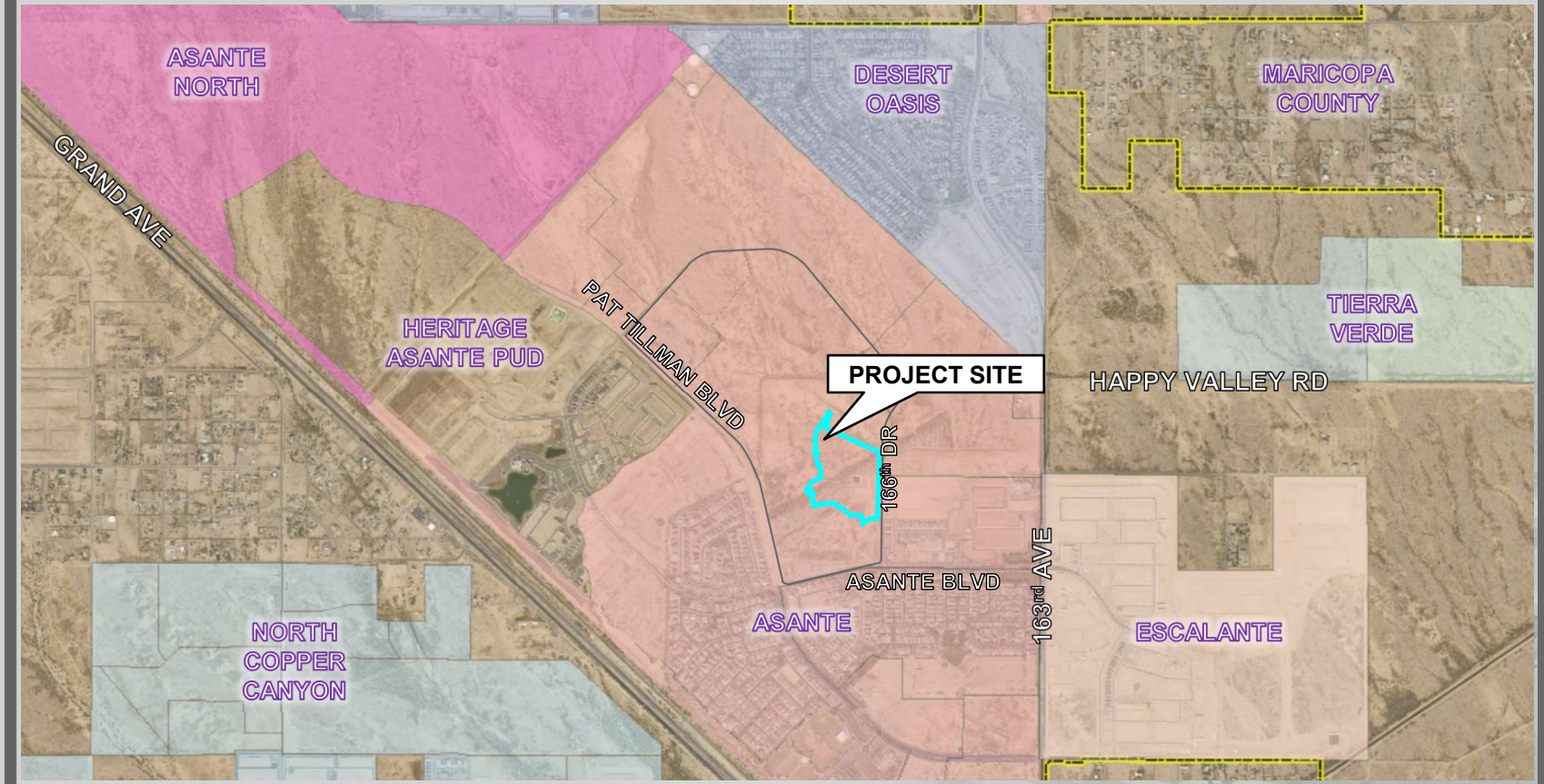
SURPRISE
ARIZONA

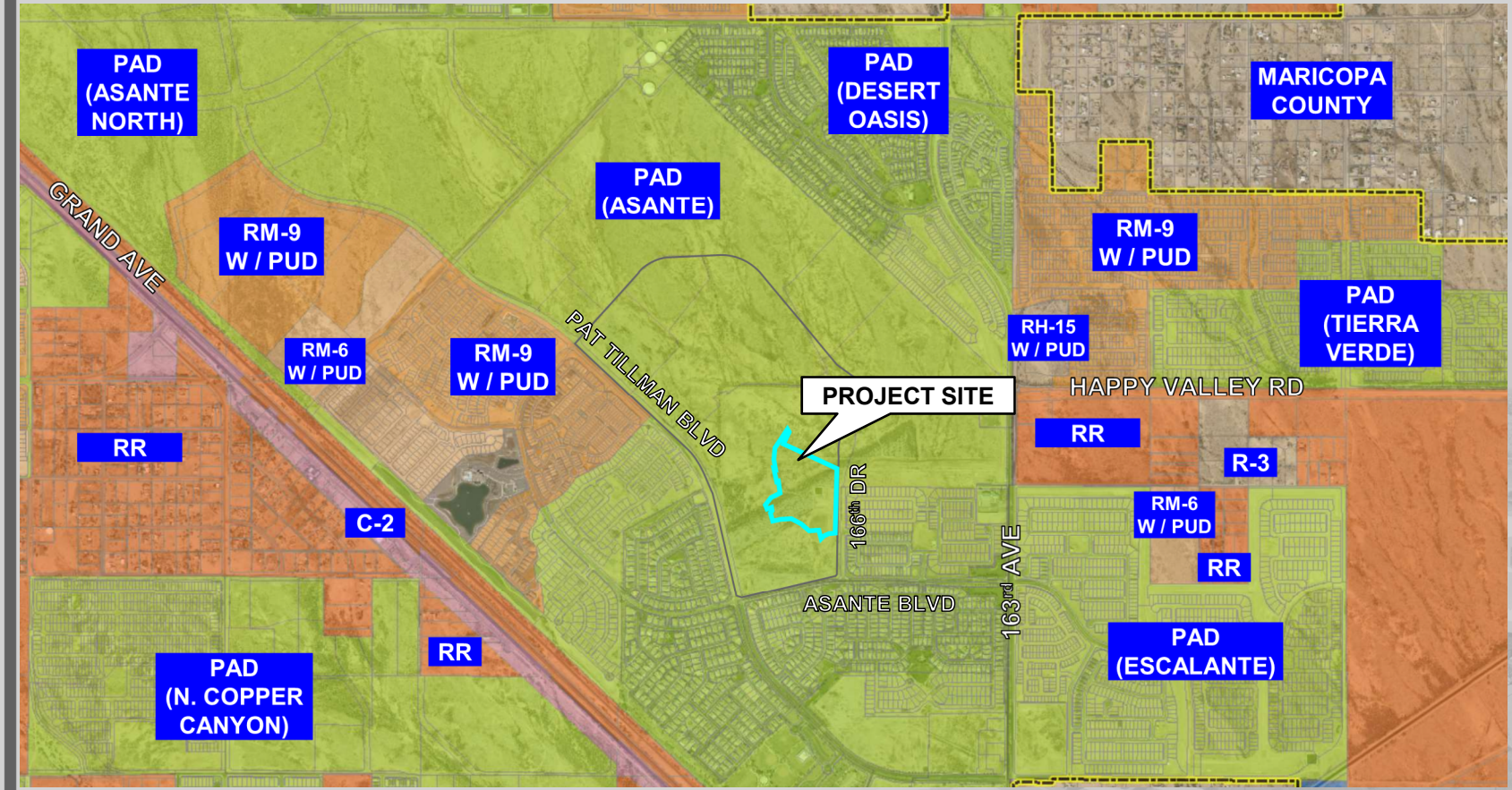
FS22-1541
Asante Planning Area 3
Unit 4.9 – Final Plat

City Council

May 16, 2023



FS22-1541 VICINITY MAP



FS22-1541 ZONING MAP

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	11528	0.2646
LOT : 2	9119	0.2093
LOT : 3	7352	0.1688
LOT : 4	7114	0.1633
LOT : 5	7611	0.1747
LOT : 6	7891	0.1811
LOT : 7	7868	0.1806
LOT : 8	7834	0.1799
LOT : 9	7818	0.1795
LOT : 10	7164	0.1645
LOT : 11	8806	0.2022
LOT : 12	8275	0.1900
LOT : 13	8092	0.1858
LOT : 14	7688	0.1765
LOT : 15	6960	0.1598
LOT : 16	6960	0.1598
LOT : 17	6960	0.1598
LOT : 18	6960	0.1598
LOT : 19	6960	0.1598
LOT : 20	6960	0.1598
LOT : 21	7330	0.1683

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 22	8083	0.1856
LOT : 23	9815	0.2253
LOT : 24	9349	0.2146
LOT : 25	8251	0.1894
LOT : 26	7881	0.1809
LOT : 27	7065	0.1622
LOT : 28	6960	0.1598
LOT : 29	6960	0.1598
LOT : 30	6960	0.1598
LOT : 31	7030	0.1614
LOT : 32	6430	0.1476
LOT : 33	6360	0.1460
LOT : 34	6360	0.1460
LOT : 35	6360	0.1460
LOT : 36	6360	0.1460
LOT : 37	6360	0.1460
LOT : 38	6513	0.1495
LOT : 39	7215	0.1656
LOT : 40	7629	0.1751
LOT : 41	7666	0.1760
LOT : 42	11150	0.2560

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 43	9715	0.2230
LOT : 44	8410	0.1931
LOT : 45	7541	0.1731
LOT : 46	6998	0.1607
LOT : 47	6623	0.1520
LOT : 48	6623	0.1520
LOT : 49	6623	0.1520
LOT : 50	6623	0.1520
LOT : 51	7248	0.1664
LOT : 52	10107	0.2320
LOT : 53	11588	0.2660
LOT : 54	6543	0.1502
LOT : 55	7500	0.1722
LOT : 56	7256	0.1666
LOT : 57	14331	0.3290
LOT : 58	12598	0.2892
LOT : 59	8940	0.2052
LOT : 60	8515	0.1955
LOT : 61	6665	0.1530
LOT : 62	6360	0.1460
LOT : 63	8750	0.2009

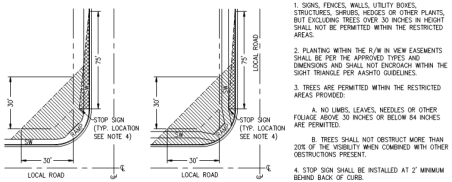
AREAS

ROW AREA =	171,854 SQ. FT.	3.9450 ACRES
TRACTS A–J AREA =	155,976 SQ. FT.	3.5810 ACRES
LOT AREA =	495,569 SQ. FT.	11.3770 ACRES
GROSS AREA =	823,399 SQ. FT.	18.9030 ACRES
NET AREA =	651,545 SQ. FT.	14.9580 ACRES
DENSITY (GROSS) =	3.3 D.U. / ACRE	
DENSITY (NET) =	4.2 D.U. / ACRE	

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

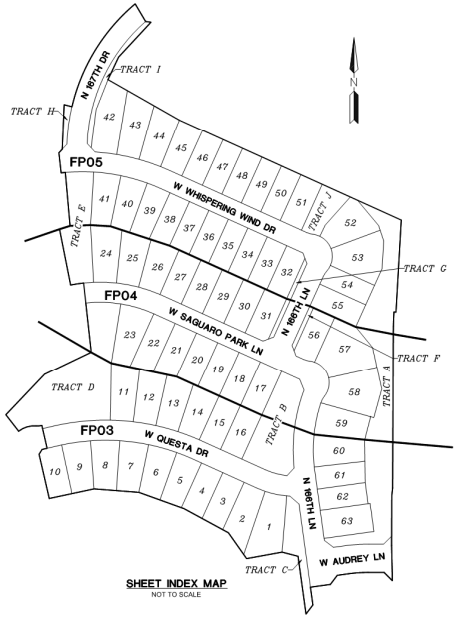
NO VEGETATION OVER 30 INCHES IN HEIGHT

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.1296	COMMON AREA & DRAINAGE
TRACT B	0.5061	COMMON AREA & DRAINAGE
TRACT C	0.2033	COMMON AREA & DRAINAGE
TRACT D	0.9652	COMMON AREA
TRACT E	0.4079	COMMON AREA
TRACT F	0.0257	COMMON AREA
TRACT G	0.0482	COMMON AREA
TRACT H	0.0326	COMMON AREA
TRACT I	0.0965	COMMON AREA
TRACT J	0.1656	COMMON AREA & DRAINAGE

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
11. 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.
12. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS22–0781.
13. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.



SHEET INDEX MAP
NOT TO SCALE

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PHOENIX, AZ 85016
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ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

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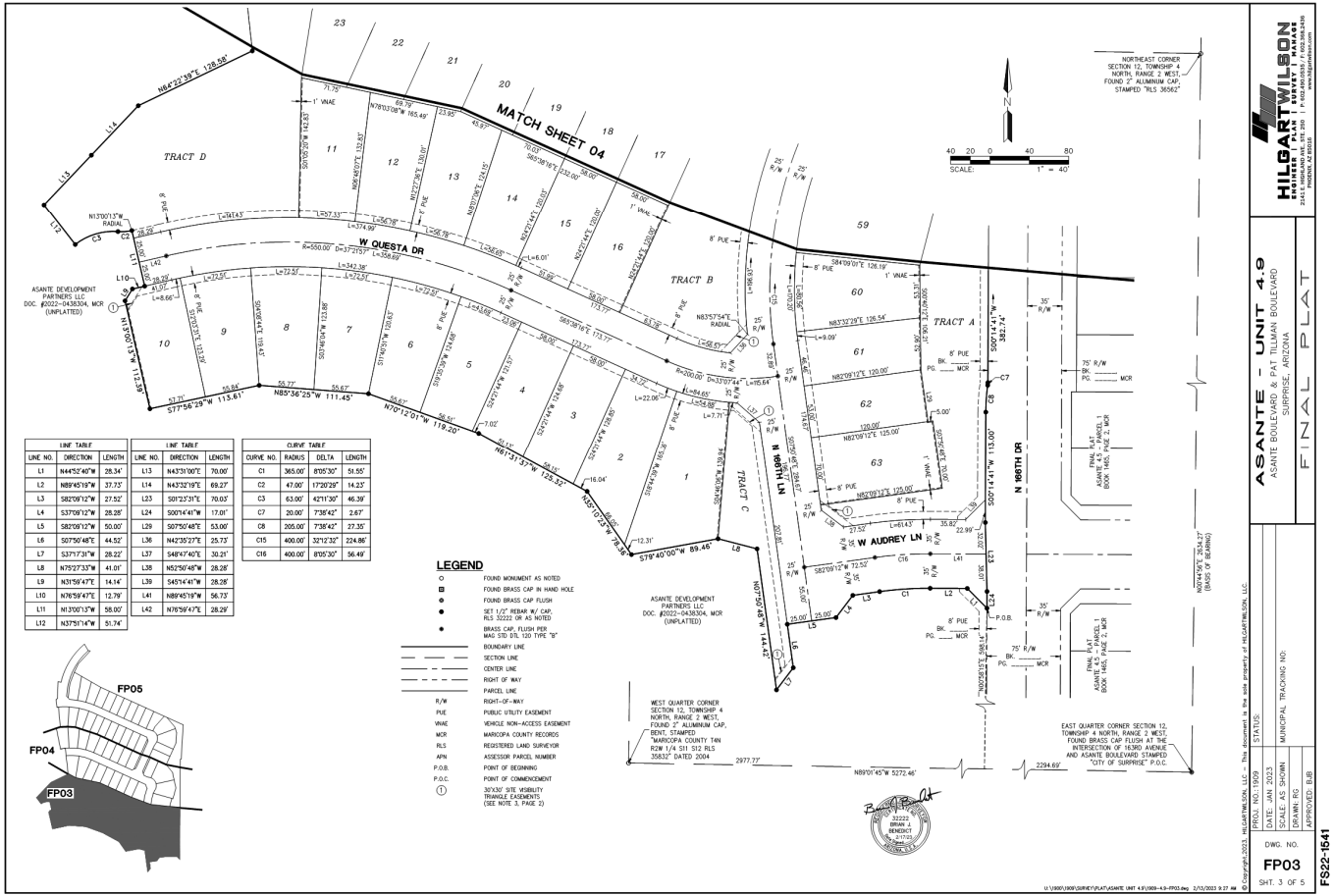
PROJ. NO.: 1909
STATUS:
DATE: JAN 2023
MUNICIPAL TRACKING NO:
SCALE: NONE
DRAWN: RG
APPROVED: BJB

DWG. NO.
FP02
SHT. 2 OF 5

FS22-1541

FS22-1541 FINAL PLAT



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N44°52'40"W	28.34'
L2	N89°45'19"W	37.73'
L3	S82°09'12"W	27.52'
L4	S37°09'12"W	28.28'
L5	S82°09'12"W	50.00'
L6	S07°50'48"E	44.52'
L7	S37°17'31"W	28.22'
L8	N75°27'33"W	41.01'
L9	N31°59'47"E	14.14'
L10	N76°59'47"E	12.79'
L11	N13°00'13"W	58.00'
L12	N37°51'14"W	51.74'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L13	N43°31'00"E	70.00'
L14	N43°32'19"E	69.23'
L23	S01°23'31"E	70.03'
L24	S00°14'41"W	17.01'
L29	S07°50'48"E	53.00'
L36	N42°35'27"E	25.73'
L37	S48°47'40"E	30.21'
L38	N52°50'48"W	28.28'
L39	S45°14'41"W	28.28'
L41	N89°45'19"W	56.73'
L42	N76°59'47"E	28.29'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	365.00'	8°05'30"	51.55'
C2	47.00'	17°20'29"	14.23'
C3	63.00'	42°11'30"	46.39'
C7	20.00'	7°38'42"	2.67'
C8	205.00'	7°38'42"	27.35'
C15	400.00'	32°12'32"	224.86'
C16	400.00'	8°05'30"	56.49'

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 33222 OR AS NOTED
- BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- R/W — RIGHT-OF-WAY
- PUE — PUBLIC UTILITY EASEMENT
- VNAE — VEHICLE NON-ACCESS EASEMENT
- MCR — MARICOPA COUNTY RECORDS
- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- 1 — 30'X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

BRIAN J. BENEDICT 33222 REGISTERED LAND SURVEYOR

HILGARTWILSON
PLANNERS | ENGINEERS | SURVEYORS
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SURPRISE, ARIZONA

FINAL PLAT

PROJECT NO.	19059
STATUS:	
DATE:	JAN 2023
SCALE:	AS SHOWN
MUNICIPAL TRACKING NO:	
DRAWN:	RG
APPROVED:	BJB

DWG. NO.
FP03
SHT. 3 OF 5

FS22-1541

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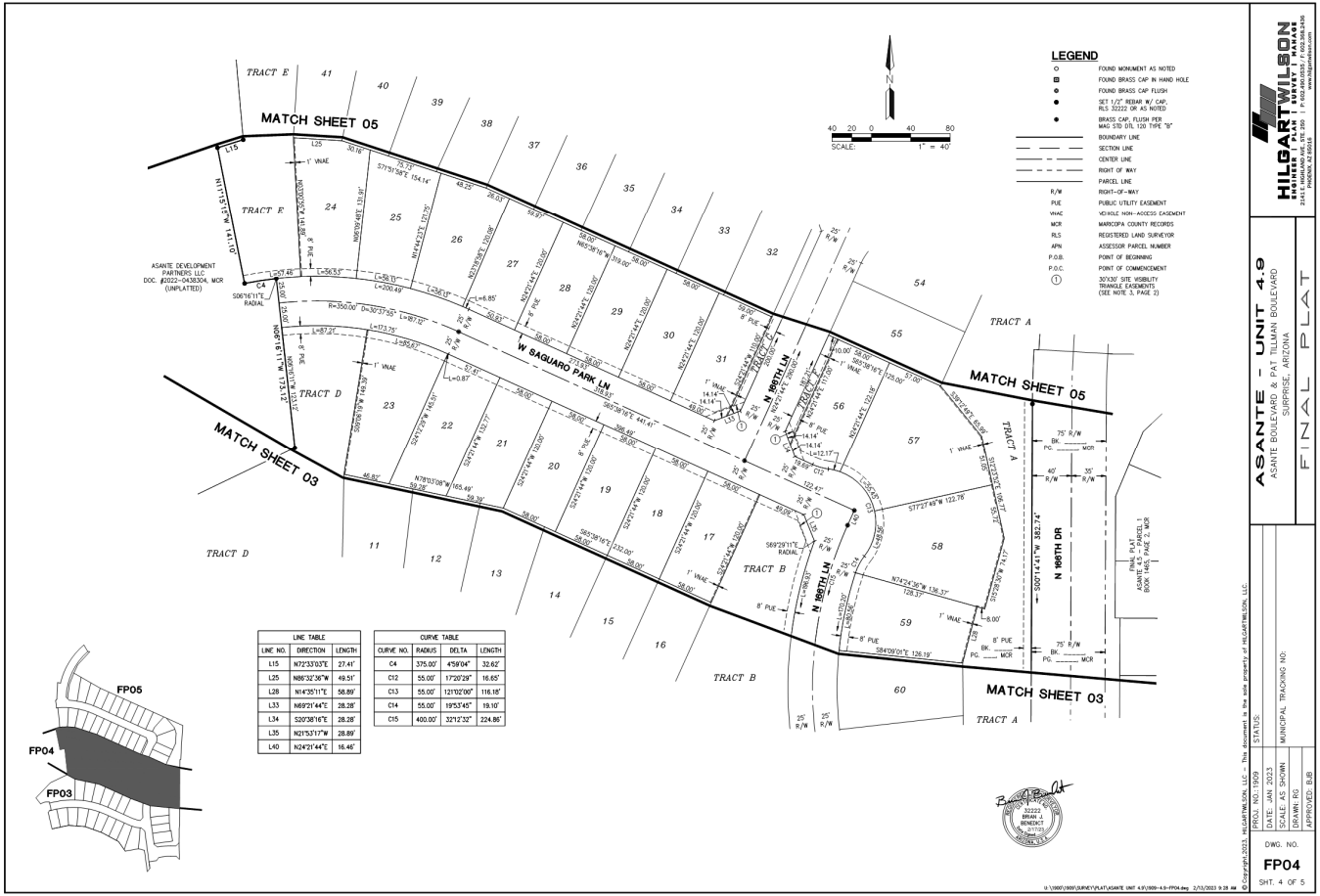
FS22-1541 FINAL PLAT



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L15	N72°33'03"E	27.41'
L25	N86°32'36"W	49.51'
L28	N14°35'11"E	58.89'
L33	N69°21'44"E	28.28'
L34	S20°38'16"E	28.28'
L35	N21°53'17"W	28.89'
L40	N24°21'44"E	16.46'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C4	375.00'	4°59'04"	32.62'
C12	55.00'	17°20'29"	16.65'
C13	55.00'	121°02'00"	116.18'
C14	55.00'	19°53'45"	19.10'
C15	400.00'	32°12'32"	224.86'

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PHONE 602.490.0535 | FAX 602.368.2436 | www.hilgartwilson.com

ASANTE - UNIT 4.9
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909
DATE: JAN 2023
SCALE: AS SHOWN
DRAWN: RG
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP04
SHT. 4 OF 5

FS22-1541

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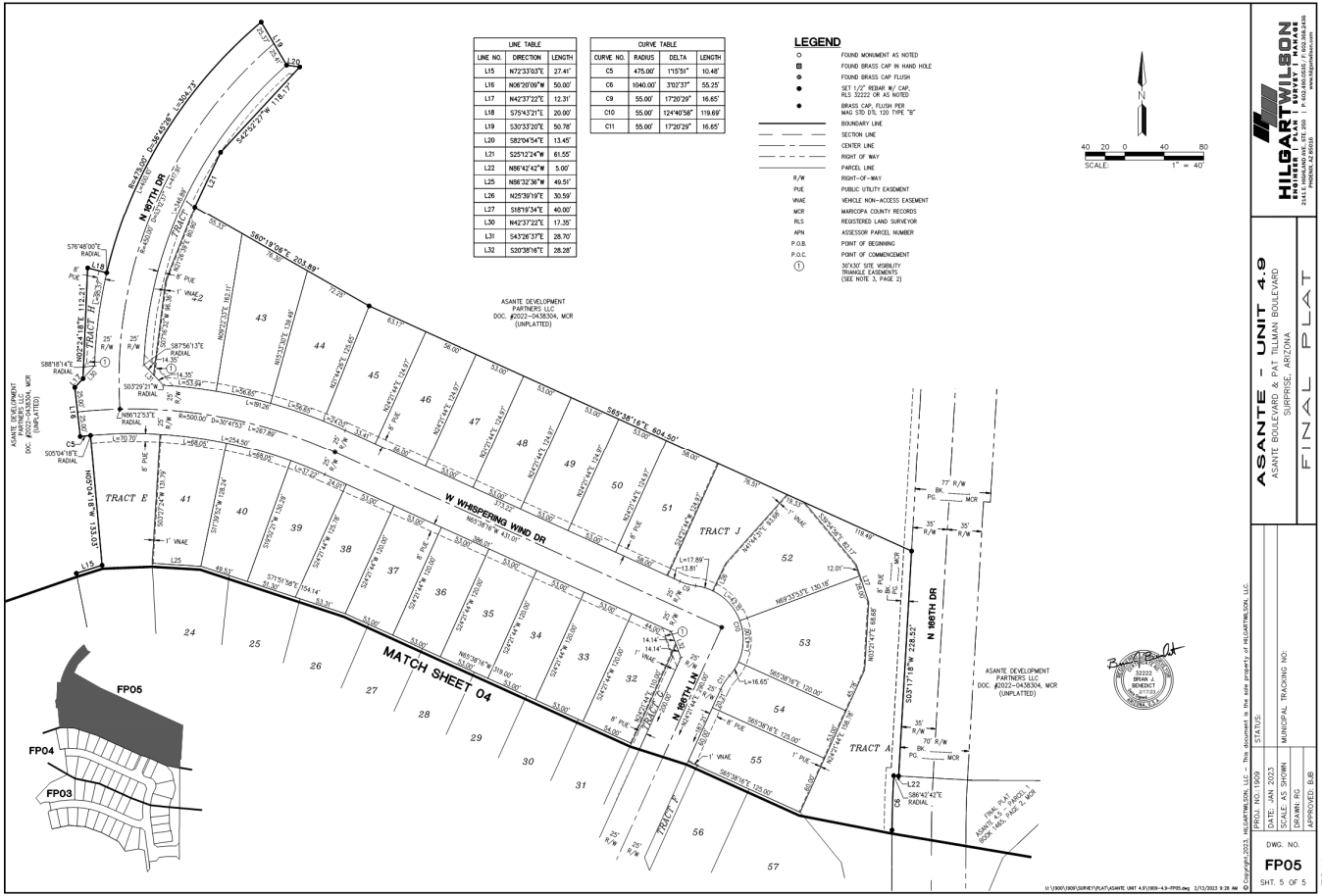
FS22-1541 FINAL PLAT



FS22-1541 FINAL PLAT

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	11528	0.2646
LOT : 2	9119	0.2093
LOT : 3	7352	0.1688
LOT : 4	7114	0.1633
LOT : 5	7611	0.1747
LOT : 6	7891	0.1811
LOT : 7	7868	0.1806
LOT : 8	7834	0.1799
LOT : 9	7818	0.1795
LOT : 10	7164	0.1645
LOT : 11	8806	0.2022
LOT : 12	8275	0.1900
LOT : 13	8092	0.1858
LOT : 14	7688	0.1765
LOT : 15	6960	0.1598
LOT : 16	6960	0.1598
LOT : 17	6960	0.1598
LOT : 18	6960	0.1598
LOT : 19	6960	0.1598
LOT : 20	6960	0.1598
LOT : 21	7330	0.1683

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 22	8083	0.1856
LOT : 23	9815	0.2253
LOT : 24	9349	0.2146
LOT : 25	8251	0.1894
LOT : 26	7881	0.1809
LOT : 27	7065	0.1622
LOT : 28	6960	0.1598
LOT : 29	6960	0.1598
LOT : 30	6960	0.1598
LOT : 31	7030	0.1614
LOT : 32	6430	0.1476
LOT : 33	6360	0.1460
LOT : 34	6360	0.1460
LOT : 35	6360	0.1460
LOT : 36	6360	0.1460
LOT : 37	6360	0.1460
LOT : 38	6513	0.1495
LOT : 39	7215	0.1656
LOT : 40	7629	0.1751
LOT : 41	7666	0.1760
LOT : 42	11150	0.2560

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 43	9715	0.2230
LOT : 44	8410	0.1931
LOT : 45	7541	0.1731
LOT : 46	6998	0.1607
LOT : 47	6623	0.1520
LOT : 48	6623	0.1520
LOT : 49	6623	0.1520
LOT : 50	6623	0.1520
LOT : 51	7248	0.1664
LOT : 52	10107	0.2320
LOT : 53	11588	0.2660
LOT : 54	6543	0.1502
LOT : 55	7500	0.1722
LOT : 56	7256	0.1666
LOT : 57	14331	0.3290
LOT : 58	12598	0.2892
LOT : 59	8940	0.2052
LOT : 60	8515	0.1955
LOT : 61	6665	0.1530
LOT : 62	6360	0.1460
LOT : 63	8750	0.2009

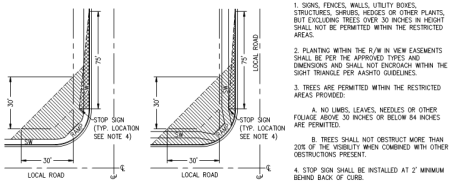
AREAS

ROW AREA =	171,854 SQ. FT.	3.9450 ACRES
TRACTS A–J AREA =	155,976 SQ. FT.	3.5810 ACRES
LOT AREA =	495,569 SQ. FT.	11.3770 ACRES
GROSS AREA =	823,399 SQ. FT.	18.9030 ACRES
NET AREA =	651,545 SQ. FT.	14.9580 ACRES
DENSITY (GROSS) =	3.3 D.U. / ACRE	
DENSITY (NET) =	4.2 D.U. / ACRE	

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.



NOTES:

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

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

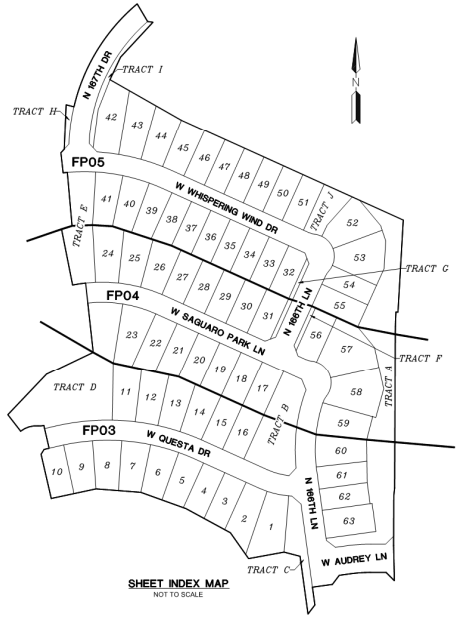
NO VEGETATION OVER 30 INCHES IN HEIGHT

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.1296	COMMON AREA & DRAINAGE
TRACT B	0.5061	COMMON AREA & DRAINAGE
TRACT C	0.2033	COMMON AREA & DRAINAGE
TRACT D	0.9652	COMMON AREA
TRACT E	0.4079	COMMON AREA
TRACT F	0.0257	COMMON AREA
TRACT G	0.0482	COMMON AREA
TRACT H	0.0326	COMMON AREA
TRACT I	0.0965	COMMON AREA
TRACT J	0.1656	COMMON AREA & DRAINAGE

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
11. 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.
12. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS22–0781.
13. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.



SHEET INDEX MAP
NOT TO SCALE

BRIAN J. BENEDICT
32222
REGISTERED LAND SURVEYOR
ARIZONA, U.S.A.

U:\9000\9091\SURVEY\PLAT\ASANTE UNIT 4.9\9091-4.9-FP02.dwg 2/13/2023 9:03 AM

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HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016 | www.hilgartwilson.com

ASANTE – UNIT 4.9
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: JAN 2023	MUNICIPAL TRACKING NO:
SCALE: NONE	
DRAWN: RG	
APPROVED: BJB	

DWG. NO.
FP02
SHT. 2 OF 5

FS22-1541

FS22-1541 FINAL PLAT

KEYMAP

STREET TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Acacia aneura MULGA	24" BOX STANDARD
	Quercus virginiana 'Heritage' HERITAGE LIVE OAK	24" BOX STANDARD
	Ulmus parvifolia 'Drake' DRAKE EVERGREEN ELM	24" BOX STANDARD

ENTRY TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Fraxinus velutina ARIZONA ASH	36" BOX STANDARD
	Pistacia c. 'Red Push' RED PUSH PISTACHE	36" BOX STANDARD
	Tipuana tipu TIPU TREE	36" BOX STANDARD

INTERIOR TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Fraxinus velutina ARIZONA ASH	24" BOX STANDARD
	Rhus lancea AFRICAN SUMAC	24" BOX STANDARD
	Pistacia c. 'Red Push' RED PUSH PISTACHE	24" BOX STANDARD
	Tipuana tipu TIPU TREE	24" BOX STANDARD

OPEN SPACE TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Cercidium 'Desert Museum' PALO VERDE	24" BOX STANDARD
	Pinus eldarica MONDEL PINE	24" BOX STANDARD
	Pistacia c. 'Red Push' RED PUSH PISTACHE	24" BOX STANDARD
	Prosopis g. 'Maverick' HONEY MESQUITE	24" BOX STANDARD

TURF
MIDIRON SOD

DECOMPOSED GRANITE -
'DESERT VERDE 2" SCREENED

Notes:
Sight distance requirements on Arterials and Collectors will adhere to Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise Details 4-01 and 4-02. Trees, shrubs, and other landscaping are permitted within the sight visibility triangle provided limbs, leaves, needles or other foliage are kept below 30 inches or above 84 inches, per Surprise EDS Detail 4-01.

UNIT 4.9
TOTAL PROJECT AREA: 825,530 SQ FT (18.95 ACRES)
TOTAL PLANTING AREA: 157,920 SQ FT (3.6 ACRES)
TOTAL TURF AREA : 6,120 SQ FT (0. 14 ACRES)
TOTAL NON-TURF AREA : 115,800 SQ FT (3.4 ACRES)

ACTIVE OPEN SPACE

PASSIVE OPEN SPACE

NORTH

SCALE: 1" = 80' - 0"

0 80 160 240 320

51638
PATRICK C.M. MURPHY
REGISTERED LANDSCAPE ARCHITECT
EXP. 10-31-22

SMP
ENVIRONMENTAL DESIGN

ASANTE PLANNING AREA 3

Asante Development Partners, LLC | Surprise, AZ | August 5, 2022

Preliminary Landscape Plan
Unit 4.9 & N 166th Dr

SHEET 3 OF 24
SURPRISE CASE #FS22-0781

FS22-1541 LANDSCAPE

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Asante – Unit 4.11A" and dated March 22, 2023, a property generally located northeast of Asante Boulevard and Pat Tillman Boulevard; Case FS22-1544.

Motion:
I move to approve the Final Plat entitled, "Asante – Unit 4.11A" and dated March 22, 2023.

Background:
Diego Ortiz, with HILGARTWILSON, seeks approval of a Final Plat of Unit 4.11A of the Asante Planning Area 3.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property into 63 single family residential lots.

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

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

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

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

ATTACHMENTS:

1. 00 - FS22-1544 Asante Planning Area 3 Unit 4.11A Final Plat - Staff Report 051623 CC
2. 01 – FS22-1544 Asante Planning Area 3 Unit 4.11A– Vicinity Map
3. 02 – FS22-1544 Asante Planning Area 3 Unit 4.11A– Zoning Map
4. 03 – FS22-1544 Asante Planning Area 3 Unit 4.11A– Final Plat
5. 04 – FS22-1544 Asante Planning Area 3 Unit 4.11A– Luke Letterpdf
6. FS22-1544 Asante Planning Area Unit 4.11A- Presentation

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS22-1544**

Project Name: Asante Planning Area 3 Unit 4.11A Final Plat

Council District: 1 – Acacia

City Council Date: May 16, 2023

Planner: Leslie Carnie, Planner II

Owner: Asante Development Partners, LLC

Applicant: Diego Ortiz of HILGARTWILSON

Request: The applicant seeks approval of the Final Plat for the subject property

Site Location: Generally located near generally located northeast of Asante Boulevard and Pat Tillman Boulevard

Site Size: 20.2 gross acres (approx.)

Density: 3.1 dwelling units/acre (gross)

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

Findings:

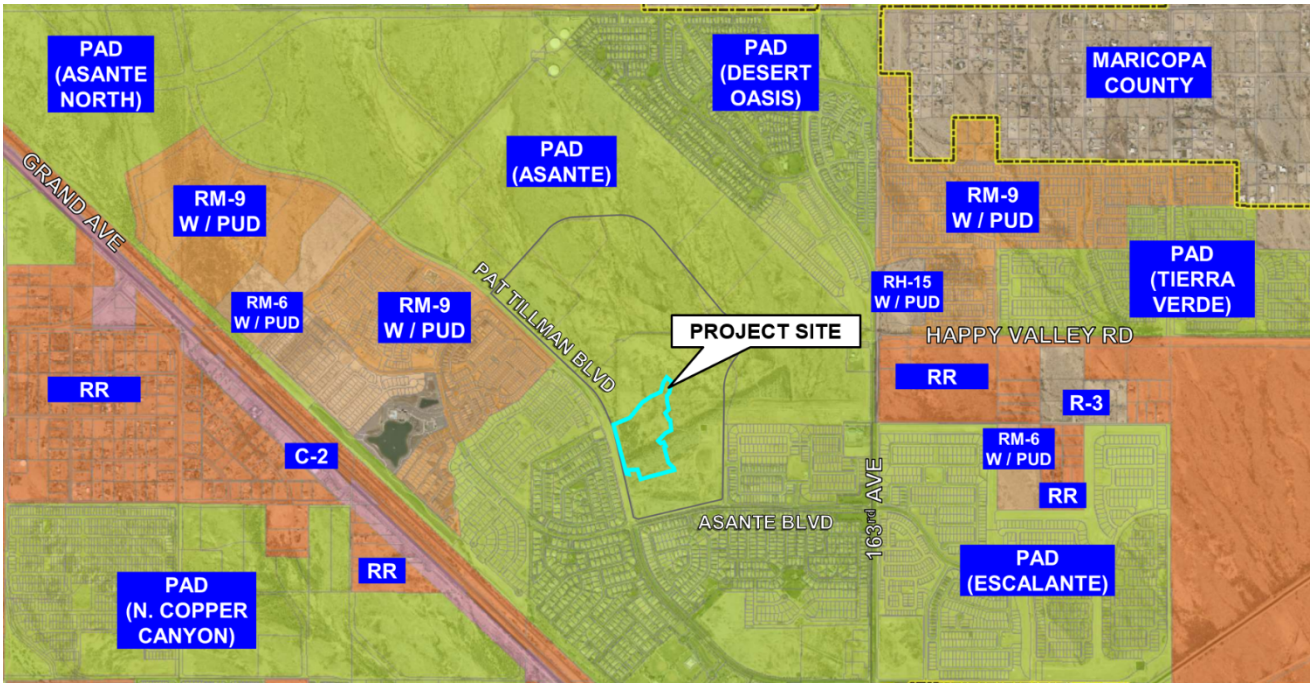
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

Diego Ortiz of HILGARTWILSON, on behalf of Asante Development Partners, LLC, seeks approval of a Final Plat for Asante Planning Area 3 Unit 4.11A. The applicant seeks to subdivide the subject property into 63 lots over approximately 20.2 gross acres, for a gross residential density of 3.1 dwelling units/acre. The proposed subdivision will be integrated into the larger Asante Community.

SURROUNDING LAND ZONING:

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



PAD – Asante	PAD – Asante	PAD – Asante
PAD – Asante	**PAD – Asante**	PAD – Asante
PAD – Asante	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: The City Council approved Ordinance 88-24 for the annexation of the subject property.

November 24, 2004: The City Council approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

November 17, 2022: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 3 under case FS22-0781.

November 23, 2022: The applicant filed the subject case, FS22-1544

April 18, 2023: The City Council approved a Master Plat for Asante Planning Area 3 under case FS22-1524.

ANALYSIS AND DISCUSSION:

The subject request includes a Final Plat for Unit 4.11A of Planning Area 3 within the Asante PAD. This Final Plat consists of 63 lots, with a typical lot size of 53' x 120'. This is consistent with the Preliminary Plat and the Asante PAD requirements.

Access

Access to the development is provided off of Pat Tillman Blvd. via Audrey Lane. Additional internal access within Planning Area 3 is provided to units 3.10B, 4.9, and 4.11B.

Open Space & Landscaping

There is a total of approximately 3 acres of open space within Unit 4.11 A. Of this total, approximately 0.5 acres are active open space, and approximately 2.5 acres are passive open space. Landscaping will incorporate native and low water use plants, as required by the City, and will be consistent with the overall Asante Development.

Residents within Unit 4.11A will have access to the clubhouse planned for Unit 3.10A within Asante Planning Area 3.

Utility and Services Table:

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

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 dwelling units/acre or more. At a gross density of 3.1 dwelling units/acre, this development is consistent with the General Plan in this regard.

This request is also consistent with the General Plan in that it promotes connectivity to existing and future development within the Asante PAD for a range of mobility options.

Reviewing Agencies:

This request was reviewed by internal city reviewing departments, who indicated no objection to the request. The following external agencies also indicated no objection to the request: Maricopa Water District, Luke Air Force Base.

The following external agencies were included in the review request but did not provide a response: Arizona Department of Transportation, Maricopa County Flood Control District, Maricopa County Department of Transportation, Maricopa County Planning Department, Maricopa Association of Governments, Dysart Unified School District, United States Postal Service, Cox, Beardsley Water Company, Liberty Utilities, and Southwest Gas.

Summary:

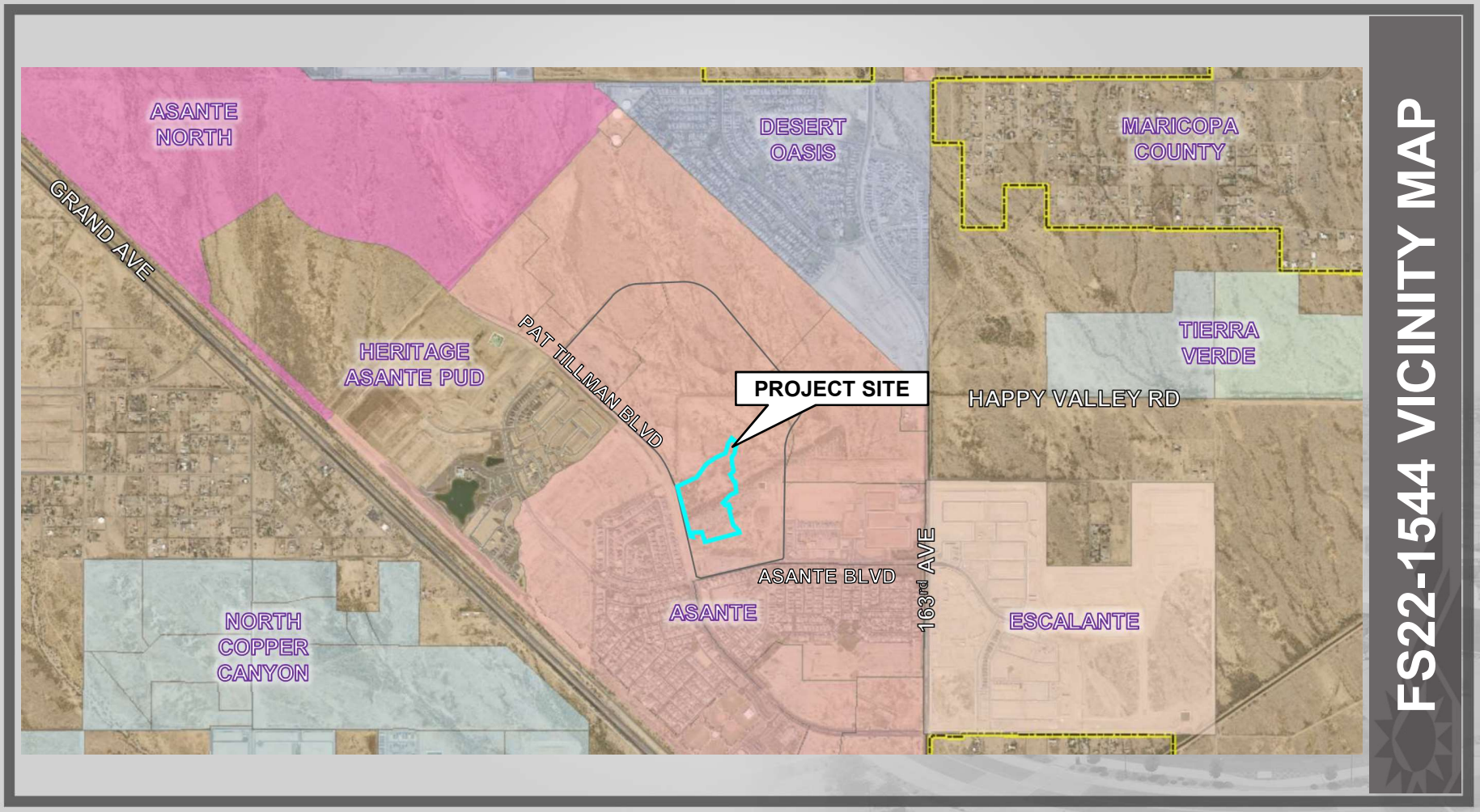
The subject Final Plat meets the requirements of the Asante PAD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

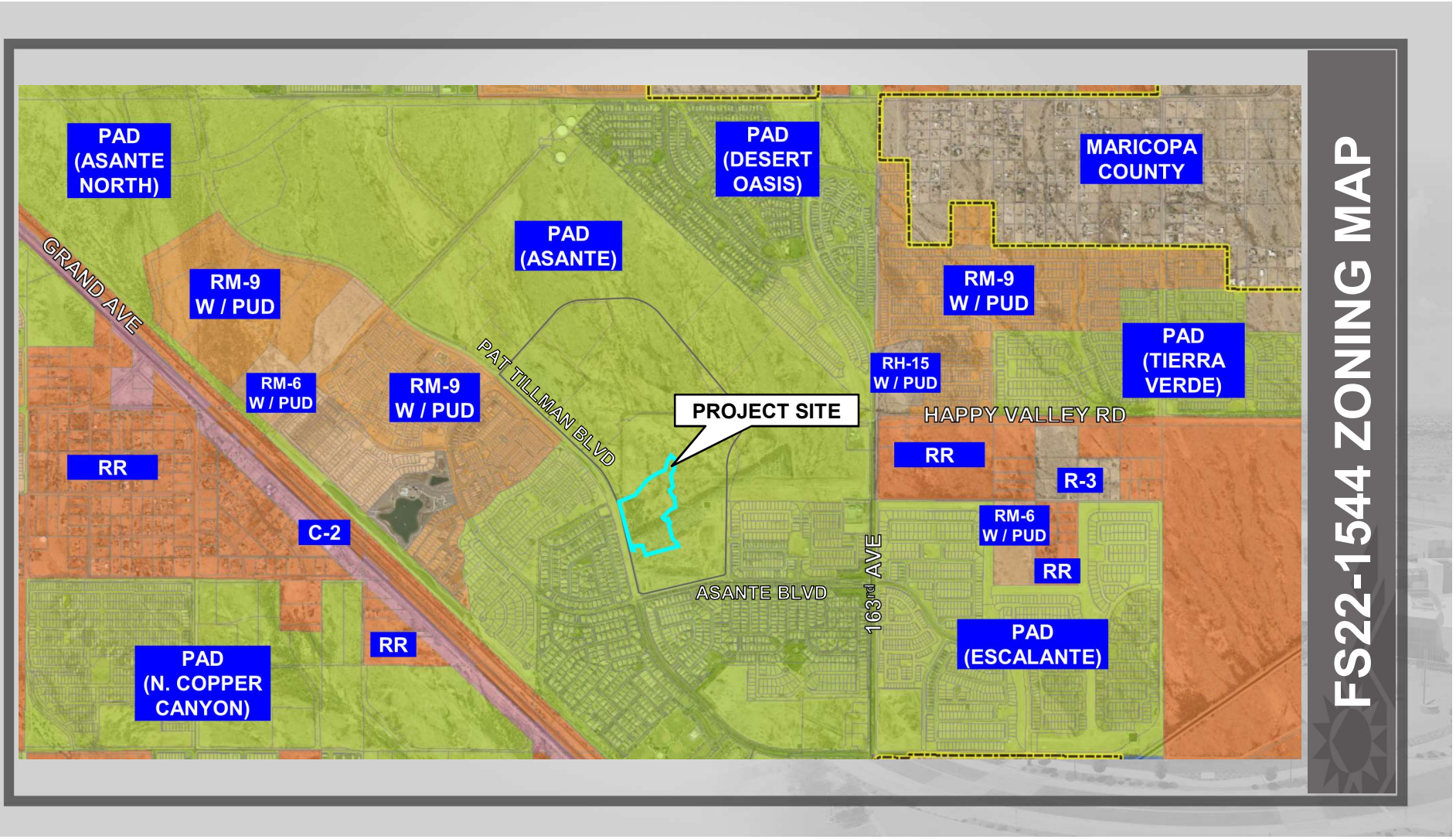
Findings:

- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- 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 Luke AFB Letter
PPT


ASANTE NORTH
DESERT OASIS
MARICOPA COUNTY
GRAND AVE
HERITAGE ASANTE PUD
PAT TILLMAN BLVD
PROJECT SITE
TIERRA VERDE
HAPPY VALLEY RD
ASANTE BLVD
163rd AVE
ASANTE
ESCALANTE
NORTH COPPER CANYON
FS22-1544 VICINITY MAP


PAD (ASANTE NORTH)
PAD (DESERT OASIS)
MARICOPA COUNTY
GRAND AVE
PAD (ASANTE)
RM-9 W / PUD
RM-9 W / PUD
PAD (TIERRA VERDE)
PAT TILLMAN BLVD
RH-15 W / PUD
RM-6 W / PUD
RM-9 W / PUD
PROJECT SITE
HAPPY VALLEY RD
RR
RR
R-3
C-2
RM-6 W / PUD
RR
ASANTE BLVD
163rd AVE
PAD (ESCALANTE)
RR
PAD (N. COPPER CANYON)
FS22-1544 ZONING MAP

FINAL PLAT
OF
ASANTE - UNIT 4.11A
SURPRISE, ARIZONA
A REPLAT OF UNIT 4.11A OF THE MASTER PLAT OF ASANTE AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2__, RECORDS OF MARICOPA COUNTY, ARIZONA, A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"ASANTE – UNIT 4.11A"**, BEING A REPLAT OF UNIT 4.11A OF THE MASTER PLAT OF ASANTE AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA, A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"ASANTE – UNIT 4.11A"** AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET 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 FINAL PLAT.

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

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

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

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

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

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS 21 DAY OF April, 2023.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: MANAGER

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE 21 DAY OF April, 2023 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON,** WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT** OF **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER,** BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

JAMIE KELSEY
Notary Public, State of Arizona
Maricopa County
Commission # 584063
My Commission Expires
July 29, 2024

NOTARY PUBLIC _____ MY COMMISSION EXPIRES July 29, 2024

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, Katie Voigt, AS THE President OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: Katie Voigt

NAME: Katie Voigt

TITLE: President

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE 21st DAY OF April, 2023 BEFORE ME, PERSONALLY APPEARED Katie Voigt, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE President OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH President, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

JAMIE KELSEY
Notary Public, State of Arizona
Maricopa County
Commission # 584063
My Commission Expires
July 29, 2024

NOTARY PUBLIC _____ MY COMMISSION EXPIRES July 29, 2024

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA **("DEED OF TRUST")** AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST **("LENDERS' LIEN")**, FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT **("FINAL PLAT")**, AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT-OF-WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: 4/20, 2023.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: Sean Reilly

ITS: Vice President

ACKNOWLEDGMENT FOR LENDERS' CONSENT

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

STATE OF CALIFORNIA
COUNTY OF Orange

ON 4/20/23 BEFORE ME, Cynthia Gonzalez, Notary Public, PERSONALLY APPEARED Sean Reilly, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

CYNTHIA GONZALEZ
Notary Public - California
Orange County
Commission # 2302321
My Comm. Expires Sep 17, 2023

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

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

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

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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04-07-523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

OWNER

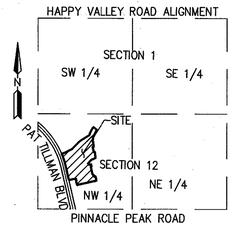
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

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

SHEET INDEX

FP01	COVER SHEET
FP02	LEGAL DESCRIPTION, SHEET INDEX MAP, AREA TABLES & VISIBILITY DETAIL
FP03-FP05	FINAL PLAT SHEETS



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

BASIS OF BEARING IS NORTH 00°44'56" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDS, AND BETWEEN THE MONUMENTS AS SHOWN HEREON.

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
11. 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.
12. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS22-0781.
13. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22-0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS_____ DAY OF _____, 2023, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED_____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 2023.

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 SEPTEMBER, 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

PHIL REIMER
RLS# 48078
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
preimer@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48078
PHIL
REIMER
Date Signed 2023.04.19
ARIZONA, U.S.A.
Expires 6/30/2023

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

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

ASANTE - UNIT 4.11A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909 | STATUS:
DATE: APR 2023 | MUNICIPAL TRACKING NO:
SCALE: NONE | DRAWN: RG | APPROVED: PR

DWG. NO.
FP01
SHT. 1 OF 5

FS22-1544

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U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 4.11A\1909-4.11A-FP-01.dwg 4/19/2023 8:52 AM

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 12 FROM WHICH A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE NORTHEAST CORNER THEREOF BEARS NORTH 00°44'56" EAST, 2634.27 FEET;
THENCE NORTH 89°01'45" WEST, 3555.82 FEET ALONG THE EAST–WEST MID–SECTION LINE OF SAID SECTION 12;
THENCE LEAVING SAID EAST–WEST MID–SECTION LINE, NORTH 00°58'15" EAST, 378.23 FEET TO THE **POINT OF BEGINNING;**
THENCE NORTH 13°00'13" WEST, 113.00 FEET;
THENCE NORTH 31°59'47" EAST, 16.97 FEET;
THENCE NORTH 13°00'13" WEST, 50.00 FEET;
THENCE SOUTH 76°59'47" WEST, 10.00 FEET;
THENCE SOUTH 85°44'33" WEST, 65.76 FEET;
THENCE SOUTH 76°59'47" WEST, 110.00 FEET;
THENCE NORTH 58°00'13" WEST, 28.28 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PAT TILLMAN BOULEVARD AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE TWO AS RECORDED IN BOOK 885, PAGE 46, MARICOPA COUNTY RECORDS, ARIZONA;
THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE;
THENCE NORTH 13°00'13" WEST, 369.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2267.50 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°32'42", AN ARC LENGTH OF 377.74 FEET TO A NON–TANGENT LINE;
THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, NORTH 67°27'05" EAST, 115.27 FEET;
THENCE NORTH 63°23'36" EAST, 204.01 FEET;
THENCE NORTH 43°40'38" EAST, 286.34 FEET;
THENCE NORTH 51°11'23" EAST, 84.76 FEET;
THENCE NORTH 58°14'34" EAST, 262.21 FEET;
THENCE NORTH 19°39'43" EAST, 84.59 FEET;
THENCE NORTH 26°17'02" EAST, 86.36 FEET;
THENCE NORTH 33°33'16" EAST, 86.30 FEET;
THENCE SOUTH 52°05'41" EAST, 126.86 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 52°05'41" EAST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°42'19", AN ARC LENGTH OF 204.81 FEET TO A NON–TANGENT LINE;
THENCE NORTH 75°43'21" WEST, 20.00 FEET;
THENCE SOUTH 02°24'18" WEST, 112.21 FEET;
THENCE SOUTH 42°37'22" WEST, 12.31 FEET;
THENCE SOUTH 06°20'09" EAST, 50.00 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 06°20'09" EAST;
THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°15'51", AN ARC LENGTH OF 10.48 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 05°04'18" EAST, 133.03 FEET;
THENCE SOUTH 72°33'03" WEST, 27.41 FEET;
THENCE SOUTH 11°15'15" EAST, 141.10 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET, THE CENTER OF WHICH BEARS SOUTH 11°15'15" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°59'04", AN ARC LENGTH OF 32.62 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 06°16'11" EAST, 173.12 FEET;
THENCE SOUTH 64°22'39" WEST, 128.58 FEET;
THENCE SOUTH 43°32'19" WEST, 69.27 FEET;
THENCE SOUTH 43°31'00" WEST, 70.00 FEET;
THENCE SOUTH 37°51'14" EAST, 51.74 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 63.00 FEET, THE CENTER OF WHICH BEARS SOUTH 37°51'14" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°11'30", AN ARC LENGTH OF 46.39 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 47.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", AN ARC LENGTH OF 14.23 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 13°00'13" EAST, 58.00 FEET;
THENCE SOUTH 76°59'47" WEST, 12.79 FEET;
THENCE SOUTH 31°59'47" WEST, 14.14 FEET;
THENCE SOUTH 13°00'13" EAST, 226.00 FEET;
THENCE SOUTH 58°00'13" EAST, 14.14 FEET;
THENCE NORTH 76°59'47" EAST, 16.86 FEET;
THENCE SOUTH 13°00'13" EAST, 50.00 FEET;
THENCE NORTH 76°59'47" EAST, 18.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 225.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°36'40", AN ARC LENGTH OF 22.04 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 13°00'13" EAST, 123.92 FEET;
THENCE SOUTH 76°59'47" WEST, 561.00 FEET TO THE **POINT OF BEGINNING.**

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	8825	0.2026
LOT : 2	8750	0.2009
LOT : 3	8750	0.2009
LOT : 4	8750	0.2009
LOT : 5	10044	0.2306
LOT : 6	9901	0.2273
LOT : 7	9582	0.2200
LOT : 8	10266	0.2357
LOT : 9	9504	0.2182
LOT : 10	9480	0.2176
LOT : 11	10704	0.2457
LOT : 12	9177	0.2107
LOT : 13	8766	0.2012
LOT : 14	8762	0.2011
LOT : 15	9184	0.2108
LOT : 16	9602	0.2204
LOT : 17	9614	0.2207
LOT : 18	10127	0.2325
LOT : 19	11663	0.2677
LOT : 20	11902	0.2732
LOT : 21	9805	0.2251

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 22	9732	0.2234
LOT : 23	9701	0.2227
LOT : 24	9311	0.2138
LOT : 25	9994	0.2294
LOT : 26	9942	0.2282
LOT : 27	8824	0.2026
LOT : 28	8820	0.2025
LOT : 29	8915	0.2047
LOT : 30	10158	0.2332
LOT : 31	10684	0.2453
LOT : 32	10859	0.2493
LOT : 33	10748	0.2467
LOT : 34	8897	0.2043
LOT : 35	9839	0.2259
LOT : 36	10043	0.2306
LOT : 37	9008	0.2068
LOT : 38	8820	0.2025
LOT : 39	9289	0.2133
LOT : 40	10189	0.2339
LOT : 41	10878	0.2497
LOT : 42	11141	0.2558

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 43	11041	0.2535
LOT : 44	11092	0.2546
LOT : 45	9046	0.2077
LOT : 46	8765	0.2012
LOT : 47	9122	0.2094
LOT : 48	9599	0.2204
LOT : 49	10696	0.2456
LOT : 50	8750	0.2009
LOT : 51	8750	0.2009
LOT : 52	8825	0.2026
LOT : 53	9099	0.2089
LOT : 54	9100	0.2089
LOT : 55	9180	0.2107
LOT : 56	8742	0.2007
LOT : 57	8750	0.2009
LOT : 58	8750	0.2009
LOT : 59	8750	0.2009
LOT : 60	8750	0.2009
LOT : 61	8750	0.2009
LOT : 62	8750	0.2009
LOT : 63	8803	0.2021

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	2.3218	COMMON AREA & DRAINAGE
TRACT B	0.0517	COMMON AREA
TRACT C	0.0496	COMMON AREA & DRAINAGE
TRACT D	0.4177	COMMON AREA
TRACT E	0.0510	COMMON AREA

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

AREAS

ROW AREA =	153,345 SQ. FT.	3.5200 ACRES
TRACTS A–E AREA =	125,962 SQ. FT.	2.8930 ACRES
LOT AREA =	602,062 SQ. FT.	13.8240 ACRES
GROSS AREA =	881,369 SQ. FT.	20.2330 ACRES
NET AREA =	728,024 SQ. FT.	16.7130 ACRES
DENSITY (GROSS) =		3.1 D.U. / ACRE
DENSITY (NET) =		3.8 D.U. / ACRE

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

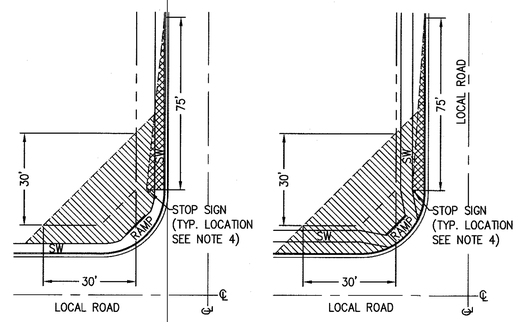
A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

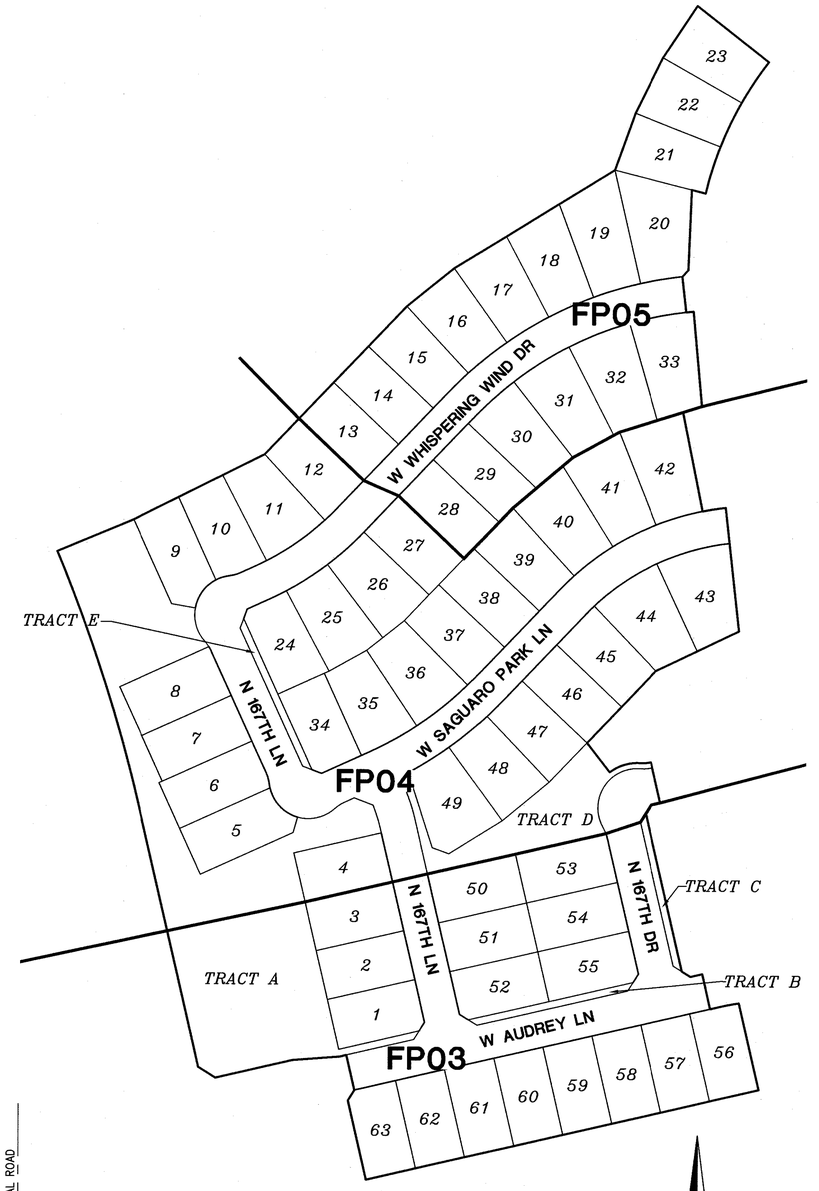
4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET
SIGHT VISIBILITY TRIANGLES



SHEET INDEX MAP
N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50786
JOHN
REMER
Date Signed 6/30/2023
ARIZONA, U.S.A.
Expires 6/30/2023

2023-164.19

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ASANTE - UNIT 4.11A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909
STATUS:
DATE: APR 2023
SCALE: NONE
MUNICIPAL TRACKING NO:
DRAWN: RG
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DWG. NO.
FP02
SHT. 2 OF 5

FS22-1544

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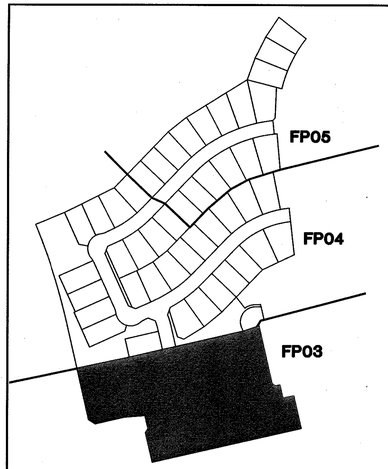

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N31°59'47"E	16.97'
L2	N13°00'13"W	50.00'
L3	S76°59'47"W	10.00'
L4	S85°44'33"W	65.76'
L5	N58°00'13"W	28.28'
L14	S76°59'47"W	12.79'
L15	S31°59'47"W	14.14'
L16	S58°00'13"E	14.14'
L17	N76°59'47"E	16.86'
L18	S13°00'13"E	50.00'
L19	N76°59'47"E	18.75'
L31	N31°59'47"E	28.28'
L32	S58°00'13"E	28.28'
L33	N31°59'47"E	28.28'
L34	S58°00'13"E	14.14'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	225.00'	5°36'40"	22.04'
C13	55.00'	17°20'29"	16.65'

N

40 20 0 40 80

SCALE: 1" = 40'

NORTHEAST CORNER SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, FOUND 2" ALUMINUM CAP, STAMPED "RLS 36562".

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
— · —	CENTER LINE
— — —	RIGHT OF WAY
— — —	PARCEL LINE
APN	ASSESSOR PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PUE	PUBLIC UTILITY EASEMENT
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
VNAE	VEHICLE NON-ACCESS EASEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

MATCH SHEET 04

TRACT A

TRACT B

TRACT C

TRACT D

W PAT TILLMAN BLVD (PUBLIC RIGHT OF WAY) (MAP OF DEDICATION FOR ASANTE PHASE TWO, BOOK 885, PAGE 46, MCR)

N 167TH LN

N 167TH DR

W AUDREY LN

S13°00'13"E 226.00'

N13°00'13"W 369.64'

N13°00'13"W 113.00'

S76°59'47"W 110.00'

S76°59'47"W 561.00'

ASANTE DEVELOPMENT PARTNERS LLC DOC. #2022-0438304, MCR (UNSUBDIVIDED)

ASANTE DEVELOPMENT PARTNERS LLC DOC. #2022-0438304, MCR (UNSUBDIVIDED)

P.O.B.

N0°58'15"E 378.23'

WEST QUARTER CORNER SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, FOUND 2" ALUMINUM CAP, BENT, STAMPED "MARICOPA COUNTY T4N R2W 1/4 S11 S12 RLS 35832" DATED 2004

1716.64'

3555.82'
N89°01'45"W 5272.46'

EAST QUARTER CORNER SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, FOUND BRASS CAP FLUSH AT THE INTERSECTION OF 163RD AVENUE AND ASANTE BOULEVARD STAMPED "CITY OF SURPRISE" P.O.C.

N0°14'56"E 2634.27'
(BASIS OF BEARING)

REGISTERED LAND SURVEYOR CERTIFICATE NO. 32222 PHIL REIMER Date Signed: 2023.04.19 ARIZONA, U.S.A. Expires 6/30/2023

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ASANTE - UNIT 4.11A

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD

SURPRISE, ARIZONA

FINAL PLAT

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DWG. NO.
FP03
SHT. 3 OF 5

FS22-1544

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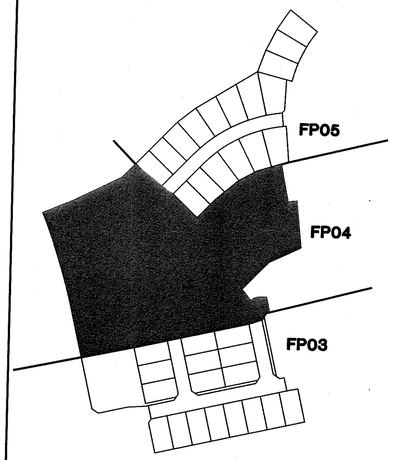

LEGEND

○	FOUND MONUMENT AS NOTED
◙	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
APN	ASSESSOR PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PUE	PUBLIC UTILITY EASEMENT
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
VNAE	VEHICLE NON-ACCESS EASEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L9	S72°33'03"W	27.41'
L10	S43°32'19"W	69.27'
L11	S43°31'00"W	70.00'
L12	S37°51'14"E	51.74'
L13	S13°00'13"E	58.00'
L14	S76°59'47"W	12.79'
L15	S31°59'47"W	14.14'
L20	N15°53'47"E	22.34'
L21	S70°01'15"E	24.56'
L22	S80°00'53"E	33.57'
L23	S43°37'56"W	226.74'
L24	S24°23'00"E	34.41'
L25	S13°00'13"E	296.00'
L26	N76°59'47"E	57.79'
L27	S20°37'00"W	28.28'
L28	S69°23'00"E	28.28'
L29	S69°01'33"E	28.11'
L30	N18°58'00"E	29.34'
L35	S31°59'47"W	14.14'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	375.00'	4°59'04"	32.62'
C3	63.00'	42°11'30"	46.39'
C4	47.00'	17°20'29"	14.23'
C6	250.00'	11°22'47"	49.65'
C7	55.00'	17°20'29"	16.65'
C8	55.00'	124°40'58"	119.69'
C9	55.00'	17°20'29"	16.65'
C10	55.00'	17°20'29"	16.65'
C11	55.00'	124°40'58"	119.69'
C12	55.00'	17°20'29"	16.65'
C13	55.00'	17°20'29"	16.65'
C14	55.00'	17°20'29"	16.65'
C15	55.00'	124°40'58"	119.69'

N

SCALE: 40 20 0 40 80 — 1" = 40'

N67°27'05"E 115.27'
N63°23'36"E 204.01'
N43°40'38"E 286.34'
N46°22'04"W 125.25'
N72°33'03"E 92.91'
S11°15'15"E 141.10'
N46°22'04"W 126.00'
S06°16'11"E 173.12'
S64°22'39"W 128.58'
S76°59'47"W 254.45'
N13°00'13"W 369.64'
R=2287.50' D=9°32'42" L=377.74'
N 167TH LN
S13°00'13"E 322.28'
W WHISPERING WIND DR
W SAGUARO PARK LN
W PAT TILLMAN BLVD
(PUBLIC RIGHT OF WAY) (MAP OF DEDICATION FOR ASANTE PHASE TWO, BOOK 885, PAGE 46, MCR)
TRACT A
TRACT D
TRACT G
MATCH SHEET 05
MATCH SHEET 03
ASANTE DEVELOPMENT PARTNERS LLC DOC. #2022-0438304, MCR (UNSUBDIVIDED)
ASANTE DEVELOPMENT PARTNERS LLC DOC. #2022-0438304, MCR (UNSUBDIVIDED)
ASANTE DEVELOPMENT PARTNERS LLC DOC. #2022-0438304, MCR (UNSUBDIVIDED)
S11°15'15"E RADIAL
S37°51'14"E RADIAL
R=400.00' D=21°59'04" L=153.48'
R=350.00' D=40°05'53" L=244.95'
R=500.00' D=21°59'04" L=191.85'
R=375.00' D=4°59'04" L=32.62'
R=63.00' D=42°11'30" L=46.39'
R=47.00' D=17°20'29" L=14.23'
R=55.00' D=124°40'58" L=119.69'
R=250.00' D=11°22'47" L=49.65'
R=55.00' D=17°20'29" L=16.65'
R=55.00' D=124°40'58" L=119.69'
R=55.00' D=17°20'29" L=16.65'
R=55.00' D=17°20'29" L=16.65'
R=55.00' D=124°40'58" L=119.69'
R=55.00' D=17°20'29" L=16.65'
R=55.00' D=17°20'29" L=16.65'
R=55.00' D=124°40'58" L=119.69'

REGISTERED LAND SURVEYOR CERTIFICATE NO. 42078 PHIL REIMER Date Signed 2023.04.19 ARIZONA, U.S.A. Expires 6/30/2023

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SURPRISE, ARIZONA

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FP04
SHT. 4 OF 5

FS22-1544

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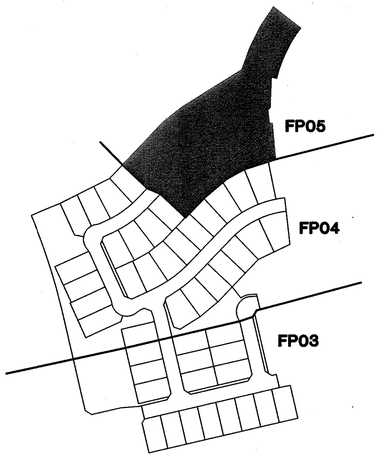

LEGEND

○	FOUND MONUMENT AS NOTED
⊠	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
———	RIGHT OF WAY
———	PARCEL LINE
APN	ASSESSOR PARCEL NUMBER
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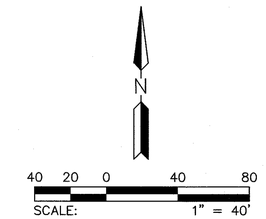
PUE	PUBLIC UTILITY EASEMENT
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
VNAE	VEHICLE NON-ACCESS EASEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L6	N75°43'21"W	20.00'
L7	S42°37'22"W	12.31'
L8	S06°20'09"E	50.00'
L9	S72°33'03"W	27.41'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	475.00'	1°15'51"	10.48'

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FP05
SHT. 5 OF 5

FS22-1544

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36078
PHIL
REIMER
Date Signed 2023.04.19
ARIZONA, U.S.A.
Expires 6/30/2023

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Leslie Carnie

From: JAMES, MARK C CIV USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Sunday, December 11, 2022 10:14 AM
To: Tierney Farago
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-1544 Asante Planning Area 3 Unit 4.11A New Digital Submittal 11.23.22
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Importance: High

Tierney,

Thank you for allowing Luke AFB to make comments on the Asante Planning Area 3 Unit 4.11A application.

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. A strong notification program on the part of the applicant is essential to inform about Luke AFB operations.

Respectfully,

Mark James
Deputy Director, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-6175
DSN: 896-6175

From: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Sent: Wednesday, November 23, 2022 12:28 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Subject: [Non-DoD Source] FS22-1544 Asante Planning Area 3 Unit 4.11A New Digital Submittal 11.23.22

Good afternoon,

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

Please feel free to contact us with any questions.

Thanks,

TIERNEY FARAGO
Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-3154

PLEASE NOTE: Effective August 3, 2022 we will be adding 2 business days for out-processing notices.

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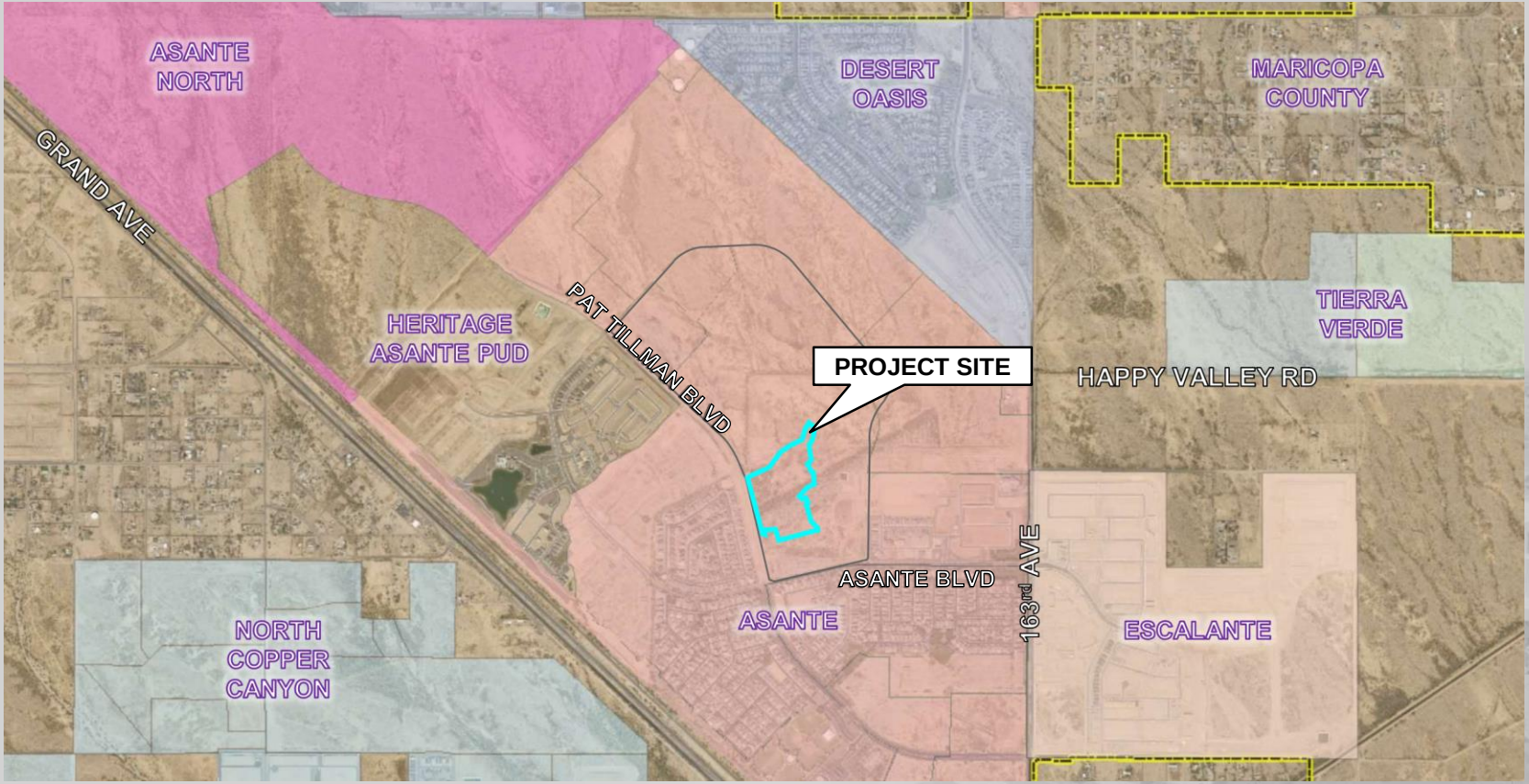
SURPRISE
ARIZONA

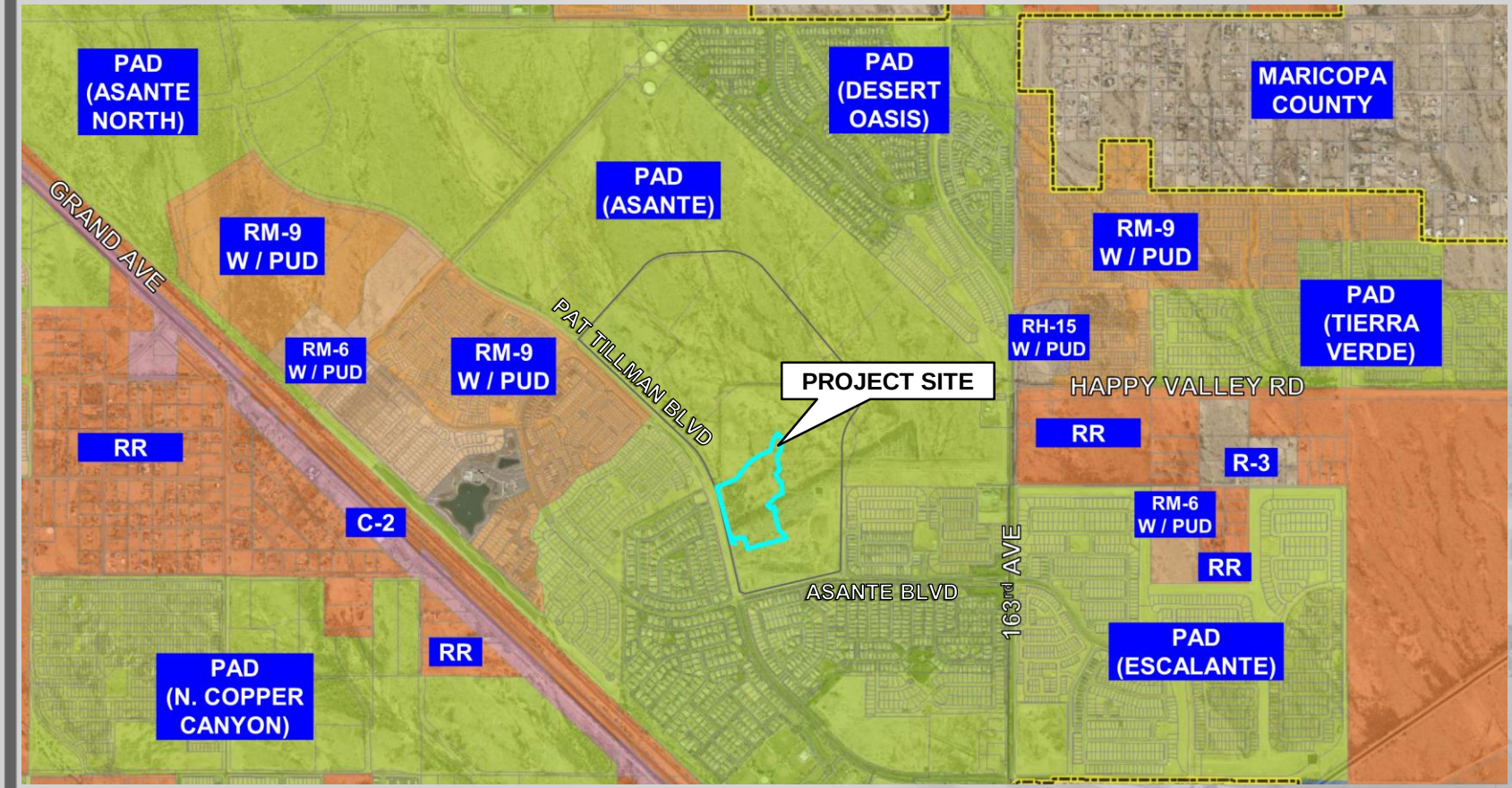
FS22-1544
Asante Planning Area 3
Unit 4.11A – Final Plat

City Council

May 16, 2023



FS22-1544 VICINITY MAP



FS22-1544 ZONING MAP

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 12 FROM WHICH A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE NORTHEAST CORNER THEREOF BEARS NORTH 00°44'56" EAST, 2634.27 FEET;
THENCE NORTH 89°01'45" WEST, 1655.82 FEET ALONG THE EAST–WEST MID–SECTION LINE OF SAID SECTION 12;
THENCE LEAVING SAID EAST–WEST MID–SECTION LINE, NORTH 00°58'15" EAST, 378.23 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 13°00'13" WEST, 113.00 FEET;
THENCE NORTH 31°59'47" EAST, 16.97 FEET;
THENCE NORTH 13°00'13" WEST, 50.00 FEET;
THENCE SOUTH 76°59'47" WEST, 10.00 FEET;
THENCE SOUTH 85°44'33" WEST, 65.76 FEET;
THENCE SOUTH 76°59'47" WEST, 110.00 FEET;
THENCE NORTH 58°00'13" WEST, 28.28 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PAT TILLMAN BOULEVARD AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE TWO AS RECORDED IN BOOK 885, PAGE 46, MARICOPA COUNTY RECORDS, ARIZONA;
THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE;
THENCE NORTH 13°00'13" WEST, 369.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2287.50 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°32'42", AN ARC LENGTH OF 377.74 FEET TO A NON–TANGENT LINE;
THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, NORTH 67°27'05" EAST, 115.27 FEET;
THENCE NORTH 63°23'36" EAST, 204.09 FEET;
THENCE NORTH 43°40'38" EAST, 286.34 FEET;
THENCE NORTH 51°11'23" EAST, 84.76 FEET;
THENCE NORTH 58°14'34" EAST, 282.21 FEET;
THENCE NORTH 19°36'47" EAST, 84.59 FEET;
THENCE NORTH 26°17'02" EAST, 86.36 FEET;
THENCE NORTH 33°33'16" EAST, 86.30 FEET;
THENCE SOUTH 52°05'41" EAST, 126.86 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 52°05'41" EAST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°42'19", AN ARC LENGTH OF 204.81 FEET TO A NON–TANGENT LINE;
THENCE NORTH 75°47'21" WEST, 20.00 FEET;
THENCE SOUTH 02°24'38" WEST, 112.21 FEET;
THENCE SOUTH 42°37'22" WEST, 12.31 FEET;
THENCE SOUTH 06°20'09" EAST, 50.00 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 06°20'09" EAST;
THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°15'51", AN ARC LENGTH OF 10.48 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 05°04'18" EAST, 133.03 FEET;
THENCE SOUTH 72°33'03" WEST, 27.41 FEET;
THENCE SOUTH 11°15'15" EAST, 141.10 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET, THE CENTER OF WHICH BEARS SOUTH 11°15'15" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°59'04", AN ARC LENGTH OF 32.62 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 06°16'11" EAST, 173.12 FEET;
THENCE SOUTH 64°23'39" WEST, 128.58 FEET;
THENCE SOUTH 43°32'19" WEST, 69.27 FEET;
THENCE SOUTH 43°31'06" WEST, 70.00 FEET;
THENCE SOUTH 37°51'41" EAST, 51.74 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 63.00 FEET, THE CENTER OF WHICH BEARS SOUTH 37°51'41" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°11'30", AN ARC LENGTH OF 46.39 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 47.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", AN ARC LENGTH OF 14.23 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 13°00'13" EAST, 58.00 FEET;
THENCE SOUTH 76°59'47" WEST, 12.79 FEET;
THENCE SOUTH 31°59'47" WEST, 14.14 FEET;
THENCE SOUTH 13°00'13" EAST, 228.00 FEET;
THENCE SOUTH 58°00'13" EAST, 14.14 FEET;
THENCE NORTH 76°59'47" EAST, 16.86 FEET;
THENCE SOUTH 13°00'13" EAST, 50.00 FEET;
THENCE NORTH 76°59'47" EAST, 18.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 225.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°36'40", AN ARC LENGTH OF 22.04 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 13°00'13" EAST, 123.92 FEET;
THENCE NORTH 76°59'47" WEST, 561.00 FEET TO THE POINT OF BEGINNING.

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	8825	0.2026
LOT : 2	8750	0.2009
LOT : 3	8750	0.2009
LOT : 4	8750	0.2009
LOT : 5	10044	0.2306
LOT : 6	9901	0.2273
LOT : 7	9582	0.2200
LOT : 8	10266	0.2357
LOT : 9	9504	0.2182
LOT : 10	9480	0.2176
LOT : 11	10704	0.2457
LOT : 12	9177	0.2107
LOT : 13	8766	0.2012
LOT : 14	8762	0.2011
LOT : 15	9184	0.2108
LOT : 16	9602	0.2204
LOT : 17	9614	0.2207
LOT : 18	10127	0.2325
LOT : 19	11663	0.2677
LOT : 20	11902	0.2732
LOT : 21	9805	0.2251

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 22	9732	0.2234
LOT : 23	9701	0.2227
LOT : 24	9311	0.2138
LOT : 25	9994	0.2294
LOT : 26	9942	0.2282
LOT : 27	8824	0.2026
LOT : 28	8820	0.2025
LOT : 29	8915	0.2047
LOT : 30	10158	0.2332
LOT : 31	10684	0.2453
LOT : 32	10859	0.2493
LOT : 33	10748	0.2467
LOT : 34	8897	0.2043
LOT : 35	9839	0.2259
LOT : 36	10043	0.2306
LOT : 37	9008	0.2068
LOT : 38	8820	0.2025
LOT : 39	9289	0.2133
LOT : 40	10189	0.2339
LOT : 41	10878	0.2497
LOT : 42	11141	0.2558

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 43	11041	0.2535
LOT : 44	11092	0.2546
LOT : 45	9046	0.2077
LOT : 46	8765	0.2012
LOT : 47	9122	0.2094
LOT : 48	9599	0.2204
LOT : 49	10696	0.2456
LOT : 50	8750	0.2009
LOT : 51	8750	0.2009
LOT : 52	8825	0.2026
LOT : 53	9099	0.2089
LOT : 54	9100	0.2089
LOT : 55	9180	0.2107
LOT : 56	8742	0.2007
LOT : 57	8750	0.2009
LOT : 58	8750	0.2009
LOT : 59	8750	0.2009
LOT : 60	8750	0.2009
LOT : 61	8750	0.2009
LOT : 62	8750	0.2009
LOT : 63	8803	0.2021

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	2.3218	COMMON AREA & DRAINAGE
TRACT B	0.0517	COMMON AREA
TRACT C	0.0496	COMMON AREA & DRAINAGE
TRACT D	0.4177	COMMON AREA
TRACT E	0.0510	COMMON AREA

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

AREAS

ROW AREA =	153,345 SQ. FT.	3.5200 ACRES
TRACTS A–E AREA =	125,962 SQ. FT.	2.8930 ACRES
LOT AREA =	602,062 SQ. FT.	13.8240 ACRES
GROSS AREA =	881,369 SQ. FT.	20.2330 ACRES
NET AREA =	728,024 SQ. FT.	16.7130 ACRES
DENSITY (GROSS) =		3.1 D.U. / ACRE
DENSITY (NET) =		3.8 D.U. / ACRE

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

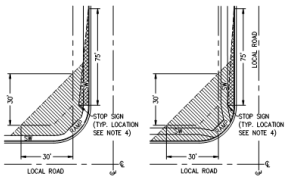
   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

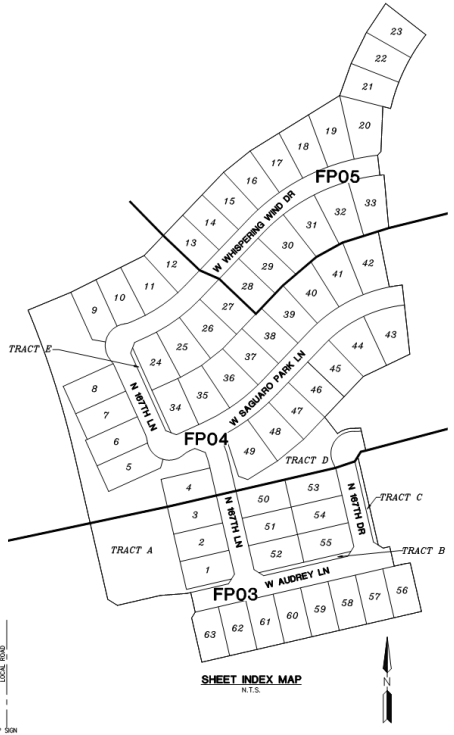
4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET
SIGHT VISIBILITY TRIANGLES



SHEET INDEX MAP
N.T.S.

HILGARTWILSON
2141 E. HIGHLAND AVE. STE. 250 | PHOENIX, AZ 85016
P 602.490.0535 | F 602.368.2436
www.hilgartwilson.com

ASANTE - UNIT 4.11A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
STATUS:
DATE: JAN 2023
SCALE: NONE
DRAWN: RG
APPROVED: BJB
MUNICIPAL TRACKING NO:
DWG. NO.
FP02
SHT. 2 OF 5
FS22-1544

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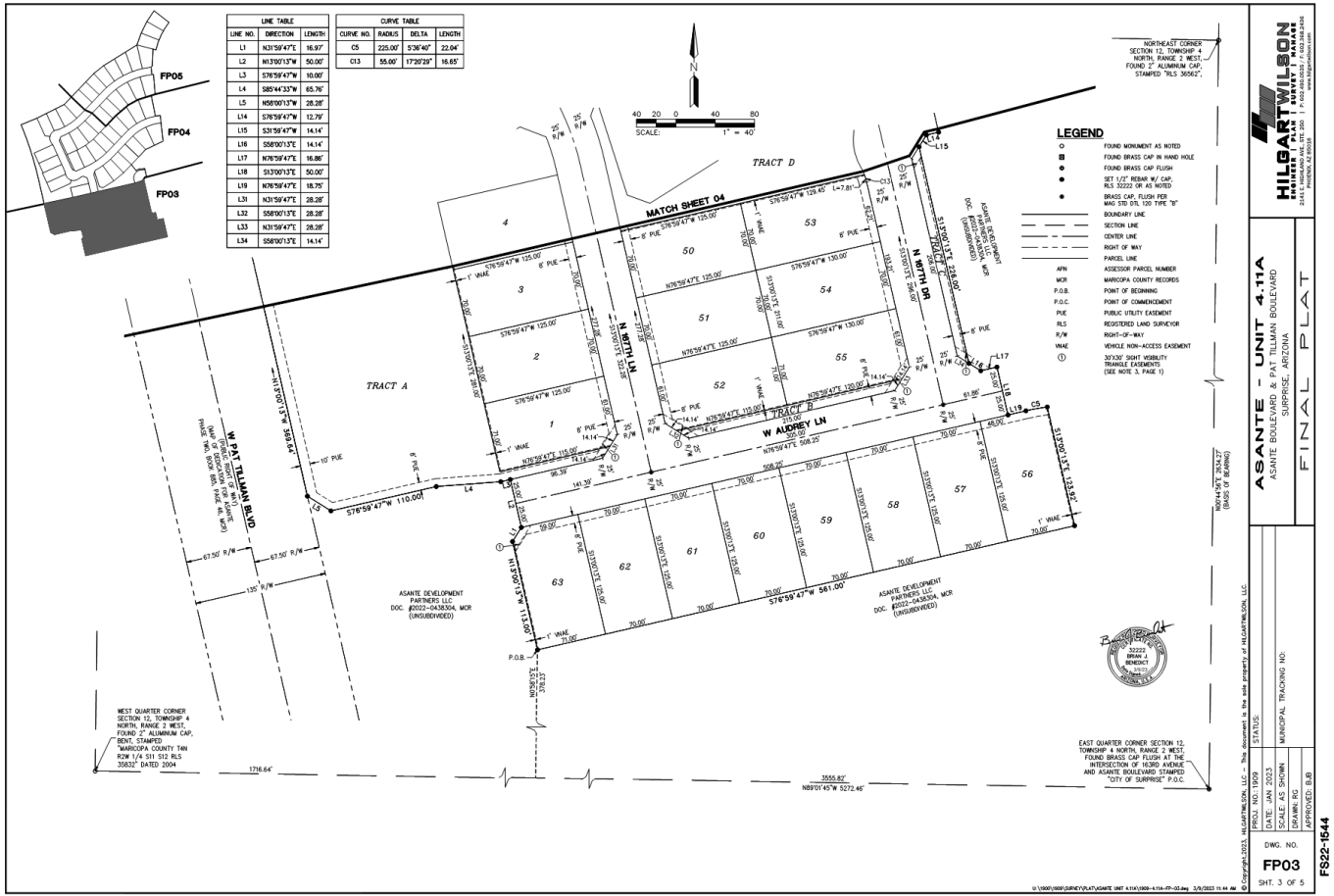
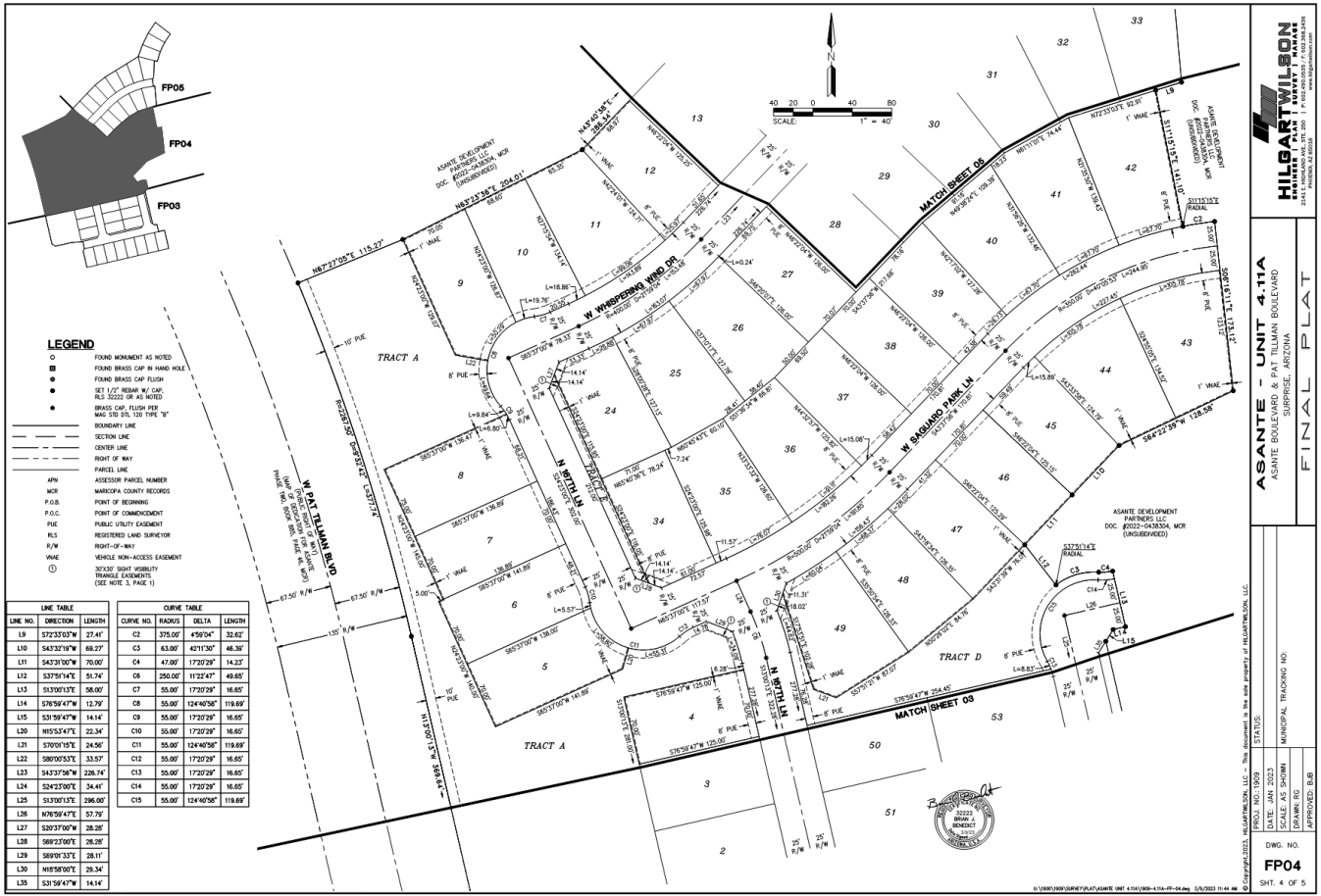
U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 4.11A\1909-4.11A-FP-02.dwg 3/9/2023 11:44 AM

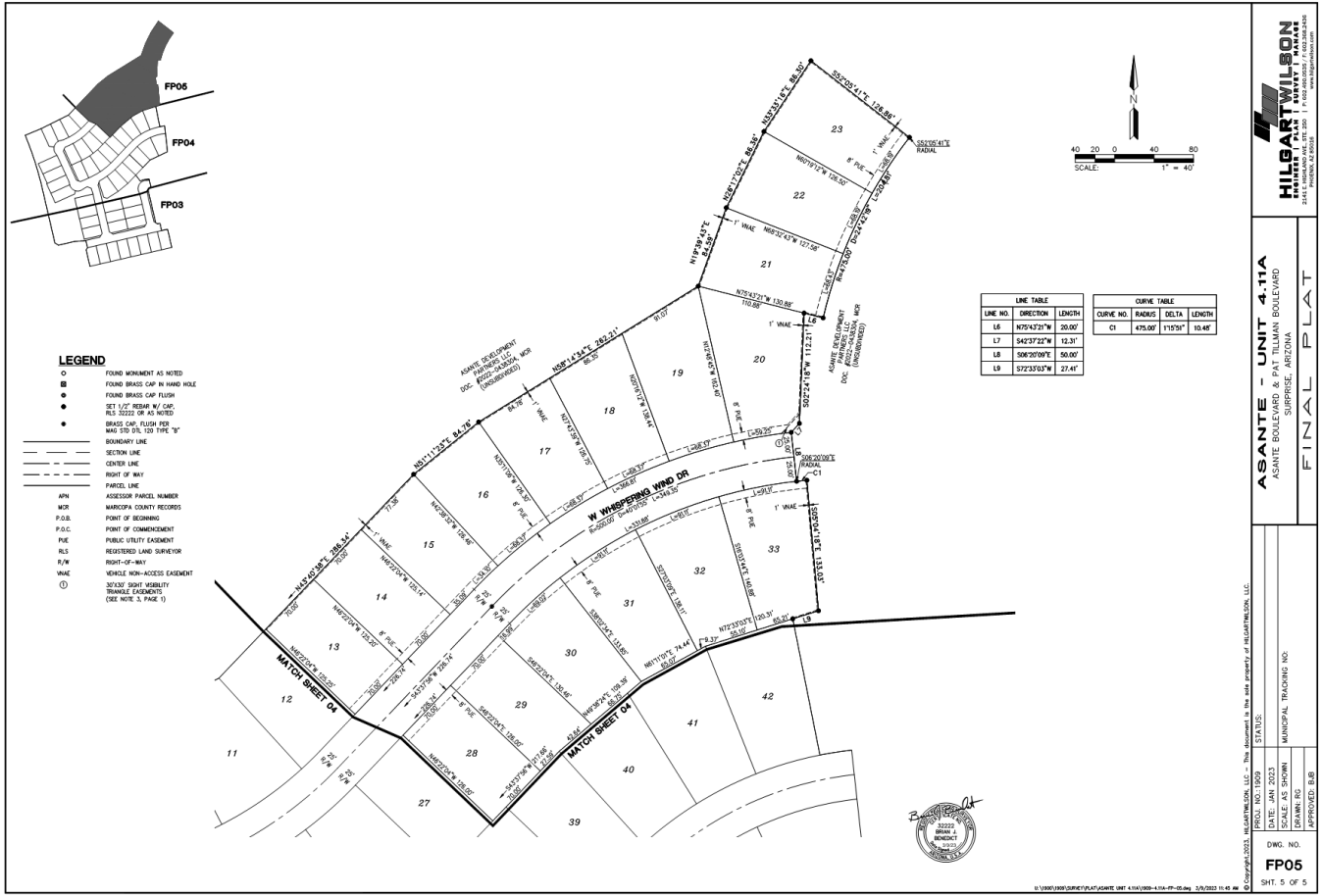
FS22-1544 FINAL PLAT



FS22-1544 FINAL PLAT



FS22-1544 FINAL PLAT


FP05
FP04
FP03
LEGEND
FOUND MONUMENT AS NOTED
FOUND BRASS CAP IN HAND HOLE
FOUND BRASS CAP FLUSH
SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
BOUNDARY LINE
SECTION LINE
CENTER LINE
RIGHT OF WAY
PARCEL LINE
APN ASSESSOR PARCEL NUMBER
MCR MARICOPA COUNTY RECORDS
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PUE PUBLIC UTILITY EASEMENT
RLS REGISTERED LAND SURVEYOR
R/W RIGHT-OF-WAY
VNAE VEHICLE NON-ACCESS EASEMENT
30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
W WHISPERING WIND DR
MATCH SHEET 04
MATCH SHEET 04
ASANTE DEVELOPMENT PARTNERS, LLC, AN ARIZ. LIMITED LIABILITY CO. DOC. #2022-0436531 (UNRECORDED)
ASANTE DEVELOPMENT PARTNERS, LLC, AN ARIZ. LIMITED LIABILITY CO. DOC. #2022-0436531 (UNRECORDED)
LINE TABLE
LINE NO. | DIRECTION | LENGTH
L6 | N75°43'21"W | 20.00'
L7 | S42°37'22"W | 12.31'
L8 | S06°20'09"E | 50.00'
L9 | S72°33'03"W | 27.41'
CURVE TABLE
CURVE NO. | RADIUS | DELTA | LENGTH
C1 | 475.00' | 1°15'39" | 10.48'
SCALE: 1" = 40'
40 20 0 40 80
N
HILGARTWILSON
ASANTE - UNIT 4.11A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT
PROJ. NO.: 19009
DATE: JAN 2023
SCALE: AS SHOWN
DRAWN: RO
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:
DWG. NO.
FP05
SHT. 5 OF 5
FS22-1544
FS22-1544 FINAL PLAT

Notes:

Sight distance requirements on Arterials and Collectors will adhere to Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise Details 4-01 and 4-02. Trees, shrubs, and other landscaping are permitted within the sight visibility triangle provided limbs, leaves, needles or other foliage are kept below 30 inches or above 84 inches, per Surprise EDS Detail 4-01.

UNIT 4.11A
TOTAL PROJECT AREA: 874,530 SQ.FT (20.08 ACRES)
TOTAL PLANTING AREA: 140,130 SQ.FT (3.2 ACRES)
TOTAL TURF AREA : 4,380 SQ.FT (0.1 ACRES)
TOTAL NON-TURF AREA : 135,750 SQ.FT (3.1 ACRES)

NORTH

SCALE: 1" = 80' - 0"

0 80 160 240 320

SMP ENVIRONMENTAL DESIGN

ASANTE PLANNING AREA 3

Asante Development Partners, LLC | Surprise, AZ | August 5, 2022

Preliminary Landscape Plan
Unit 4.11A & Pat Tillman Blvd

SHEET 5 OF 24
SURPRISE CASE #FS22-0781

FS22-1544 LANDSCAPE

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Asante – Unit 4.11B" and dated March 10, 2023, a property generally located northeast of Asante Boulevard and Pat Tillman Boulevard; Case FS22-1517.

Motion:
I move to approve the Final Plat entitled, "Asante – Unit 4.11B" and dated March 10, 2023.

Background:
Diego Ortiz, with HILGARTWILSON, seeks approval of a Final Plat of Unit 4.11B in the Asante Planning Area 3.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property into 89 single family residential lots.

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

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

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

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

ATTACHMENTS:

1. 00 - FS22-1517 Asante Planning Area 3 Unit 4.11B Final Plat - Staff Report 051623 CC
2. 01 – FS22-1517 Asante Planning Area 3 Unit 4.11B– Vicinity Map
3. 02 – FS22-1517 Asante Planning Area 3 Unit 4.11B– Zoning Map
4. 03 – FS22-1517 Asante Planning Area 3 Unit 4.11B– Final Plat
5. 04 – FS22-1517 Asante Planning Area 3 Unit 4.11B– Luke Letter
6. FS22-1517 Asante Planning Area 3 Unit 4.11B- Presentation

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS22-1517**

Project Name: Asante Planning Area 3 Unit 4.11B Final Plat

Council District: 1 – Acacia

City Council Date: May 16, 2023

Planner: Leslie Carnie, Planner II

Owner: Asante Development Partners, LLC

Applicant: Diego Ortiz of HILGARTWILSON

Request: The applicant seeks approval of the Final Plat for the subject property.

Site Location: Generally located at the northeast corner of Pat Tillman Blvd. and Asante Blvd.

Site Size: 22.2 gross acres (approx.)

Density: 4.0 dwelling units/acre (gross)

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

Findings:

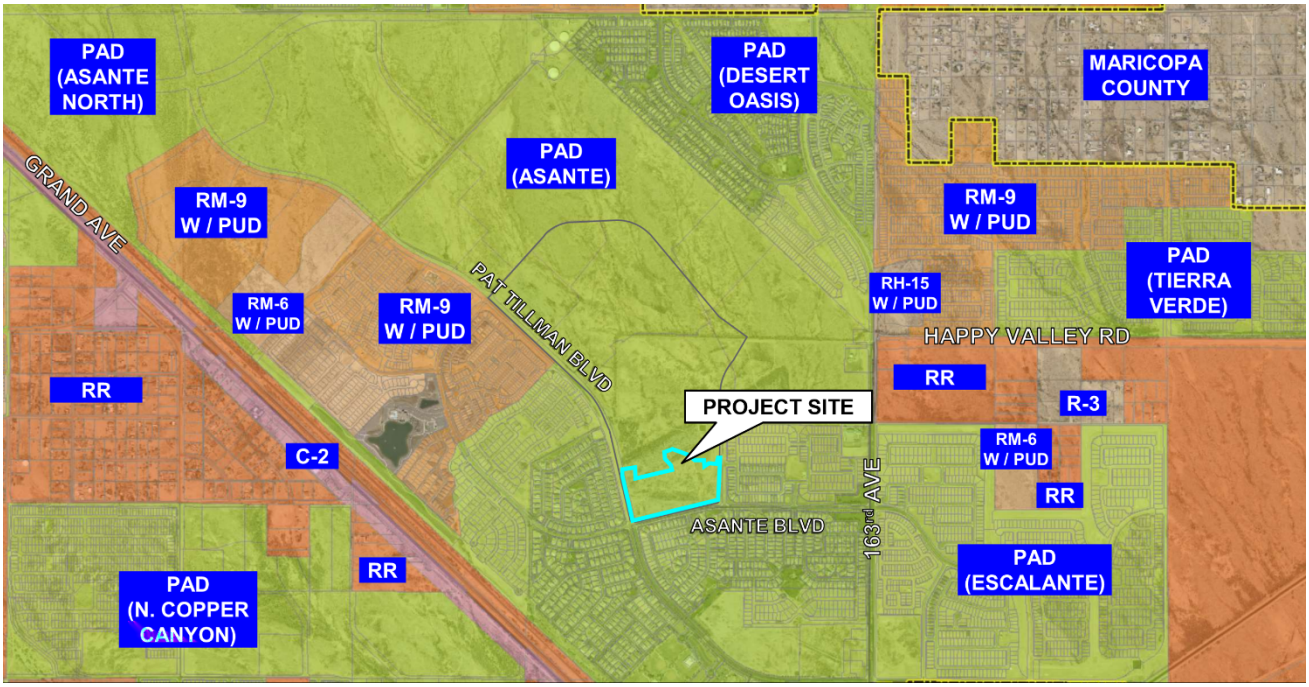
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

Diego Ortiz of HILGARTWILSON, on behalf of Asante Development Partners, LLC, seeks approval of a Final Plat for Asante Planning Area 3 Unit 4.11B. The applicant seeks to subdivide the subject property into 89 lots over approximately 22.2 gross acres, for a gross residential density of 4 dwelling units/acre. The proposed subdivision will be integrated into the larger Asante Community.

SURROUNDING LAND ZONING:

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



PAD – Asante	PAD – Asante	PAD – Asante
PAD – Asante	**PAD – Asante**	PAD – Asante
PAD – Asante	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: The City Council approved Ordinance 88-24 for the annexation of the subject property.

November 24, 2004: The City Council approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

November 17, 2022: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 3 under case FS22-0781.

November 17, 2022: The applicant filed the subject case, FS22-1517.

April 18, 2023: The City Council approved a Master Plat for Asante Planning Area 3 under case FS22-1524.

ANALYSIS AND DISCUSSION:

The subject request includes a Final Plat for Unit 4.11B of Planning Area 3 within the Asante PAD. This Final Plat consists of 89 lots, with a typical lot size of 48' x 120'. This is consistent with the Preliminary Plat and the Asante PAD requirements.

Access

Access to Asante Blvd. is provided from 167th Drive to the south and Pat Tillman Blvd is accessed via Audrey Ln. on the west side of the unit.

Open Space & Landscaping

There is a total of approximately 4.3 acres of open space within Unit 4.11B. Of this total, approximately 0.7 acres are active open space, and approximately 3.6 acres are passive open space. Landscaping will incorporate native and low water use plants, as required by the City, and will be consistent with the overall Asante Development.

Residents within Unit 4.11B will have access to the clubhouse planned for Unit 3.10A within Asante Planning Area 3.

Utility and Services Table:

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

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 dwelling units/acre or more. At a gross density of 4.0 dwelling units/acre, this development is consistent with the General Plan in this regard.

This request is also consistent with the General Plan in that it promotes connectivity to existing and future development within the Asante PAD for a range of mobility options.

Reviewing Agencies:

This request was reviewed by internal city reviewing departments, who indicated no objection to the request. The following external agencies also indicated no objection to the request: Maricopa Water District, Luke Air Force Base.

The following external agencies were included in the review request but did not provide a response: Arizona Department of Transportation, Maricopa County Flood Control District, Maricopa County Department of Transportation, Maricopa County Planning Department, Maricopa Association of Governments, Dysart Unified School District, United States Postal Service, Cox, Beardsley Water Company, Liberty Utilities, and Southwest Gas.

Summary:

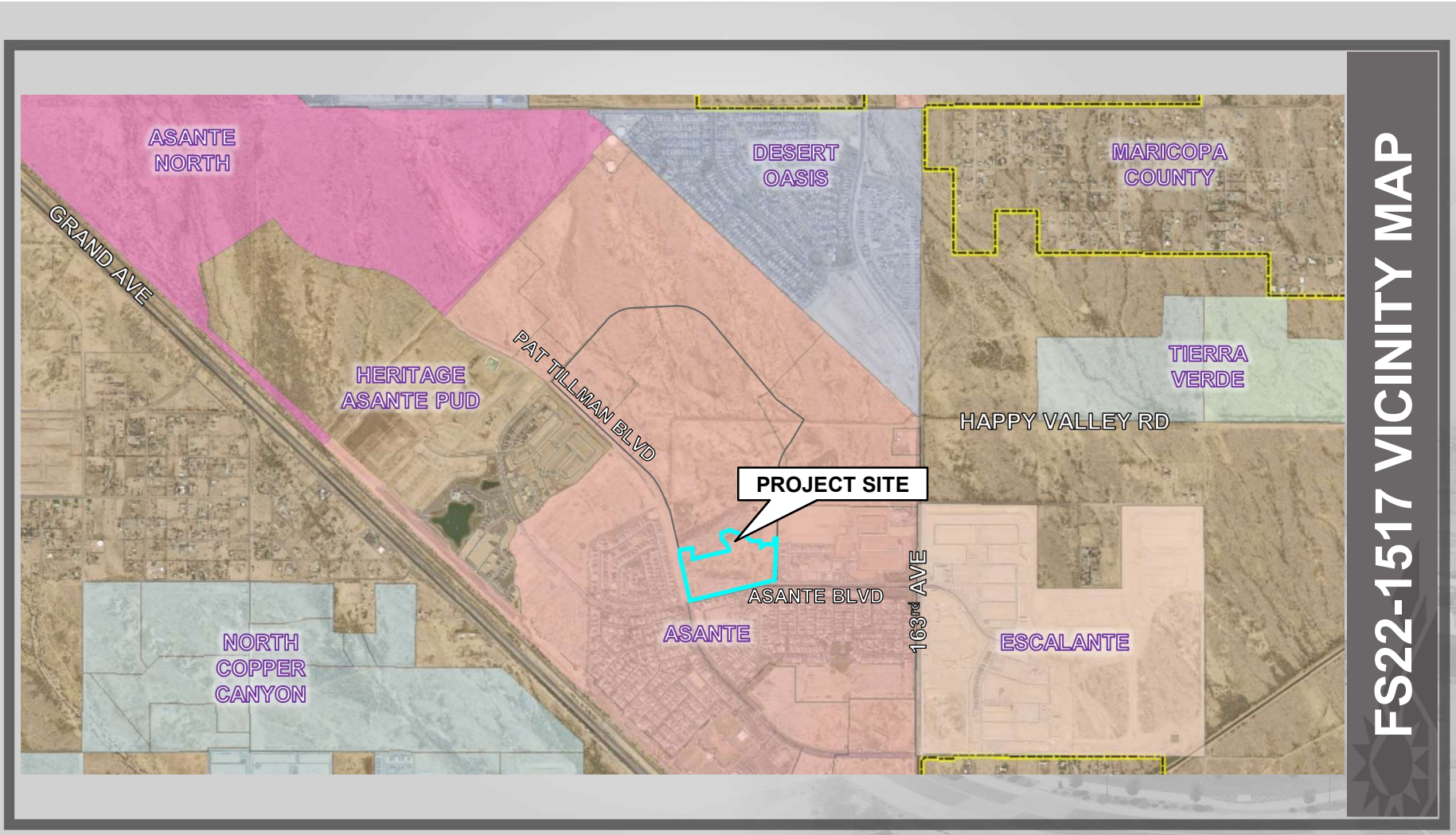
The subject Final Plat meets the requirements of the Asante PAD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

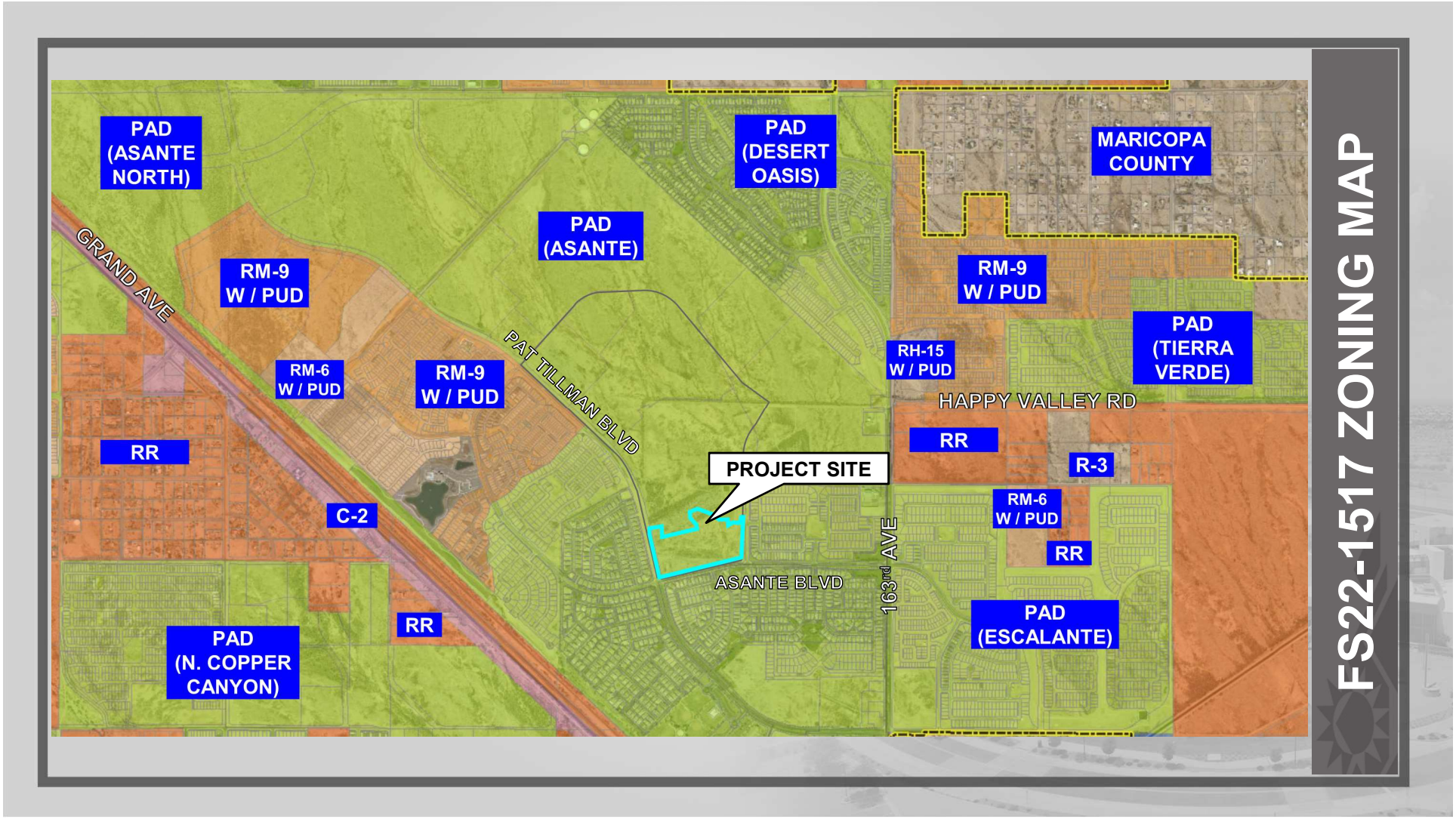
Findings:

- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- 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 Luke AFB Letter
PPT


FS22-1517 VICINITY MAP
ASANTE NORTH
DESERT OASIS
MARICOPA COUNTY
GRAND AVE
PAT TILLMAN BLVD
HERITAGE ASANTE PUD
TIERRA VERDE
HAPPY VALLEY RD
PROJECT SITE
ASANTE BLVD
163rd AVE
ASANTE
ESCALANTE
NORTH COPPER CANYON


PAD (ASANTE NORTH)
PAD (DESERT OASIS)
MARICOPA COUNTY
PAD (ASANTE)
GRAND AVE
RM-9 W / PUD
RM-9 W / PUD
PAT TILLMAN BLVD
PAD (TIERRA VERDE)
RH-15 W / PUD
RM-6 W / PUD
RM-9 W / PUD
HAPPY VALLEY RD
RR
RR
R-3
PROJECT SITE
C-2
RM-6 W / PUD
RR
163rd AVE
ASANTE BLVD
RR
PAD (ESCALANTE)
PAD (N. COPPER CANYON)
FS22-1517 ZONING MAP

FINAL PLAT
OF
ASANTE - UNIT 4.11B
SURPRISE, ARIZONA
A REPLAT OF UNIT 4.11B OF THE MASTER PLAT OF ASANTE AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA, PORTIONS OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"ASANTE – UNIT 4.11B"**, A REPLAT OF UNIT 4.11B OF THE MASTER PLAT OF ASANTE AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING PORTIONS OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"ASANTE – UNIT 4.11B"** AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET 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 FINAL PLAT.

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

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

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

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

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

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS 21 DAY OF April, 2023.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: MANAGER

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE 21st DAY OF April, 2023 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON,** WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT** OF **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER,** BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

JAMIE KELSEY
Notary Public, State of Arizona
Maricopa County
Commission # 584063
My Commission Expires
July 29, 2024

Jamie Kelsey
NOTARY PUBLIC

July 29, 2024
MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, Katie Voigt, AS THE President OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: Katie Voigt

NAME Katie Voigt

TITLE: President

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE 21st DAY OF April, 2023 BEFORE ME, PERSONALLY APPEARED Katie Voigt, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE President OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH President, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

JAMIE KELSEY
Notary Public, State of Arizona
Maricopa County
Commission # 584063
My Commission Expires
July 29, 2024

Jamie Kelsey
NOTARY PUBLIC

July 29, 2024
MY COMMISSION EXPIRES

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA **("DEED OF TRUST")** AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST **("LENDERS' LIEN")**, FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT **("FINAL PLAT")**, AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT–OF–WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: 4/20, 2023.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: Sean Reilly

ITS: Vice President

ACKNOWLEDGMENT FOR LENDERS' CONSENT

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

STATE OF CALIFORNIA
COUNTY OF Orange

ON 4/20/23 BEFORE ME, Cynthia Gonzalez, Notary Public PERSONALLY APPEARED Sean Reilly, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

CYNTHIA GONZALEZ
Notary Public • California
Orange County
Commission # 2303351
My Comm. Expires Sep 17, 2023
(SEAL)

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

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

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

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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04–07–523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45–576.

OWNER

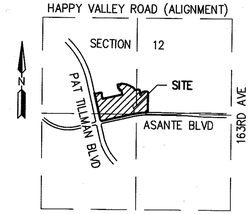
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490–0535
CONTACT: PHIL REIMER, RLS

SHEET INDEX

FP01	COVER SHEET
FP02	LEGAL DESCRIPTION, SHEET INDEX MAP, AREA TABLES & VISIBILITY DETAIL
FP03–FP09	FINAL PLAT SHEETS



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

BASIS OF BEARING IS NORTH 00°44'56" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDS, AND BETWEEN THE MONUMENTS AS SHOWN HEREON

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL ON SHEET 2)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
6. NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
11. 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.
12. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS22–0781.
13. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2023, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 2023.

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 SEPTEMBER, 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

PHIL REIMER
RLS# 48078
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
preimer@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48078
PHIL
REIMER
Date Signed 2023.04.19
ARIZONA, U.S.A.
Expires 6/30/2023

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

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

ASANTE - UNIT 4.11B
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909
STATUS:
DATE: APR 2023
SCALE: NONE
MUNICIPAL TRACKING NO:
DRAWN: PV
APPROVED: PR

DWG. NO.
FP01
SHT. 1 OF 9

FS22-1517

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U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 4.11B\1909–4.11B–FP–01.dwg 4/19/2023 8:38 AM

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER OF SAID SECTION 12 FROM WHICH A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE NORTHEAST CORNER THEREOF BEARS NORTH 00°44'56" EAST, 2634.27 FEET;

THENCE NORTH 89°01'45" WEST, 2317.51 FEET ALONG THE NORTH LINE OF THE EAST–WEST MID–SECTION LINE OF SAID SECTION 12;

THENCE LEAVING SAID EAST–WEST MID–SECTION LINE, NORTH 00°58'15" EAST, 32.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ASANTE BLVD AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE PHASE ONE RECORDED IN BOOK 857, PAGE 17, MARICOPA COUNTY RECORDS, ARIZONA, BEING A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2035.00 FEET, THE CENTER OF WHICH BEARS SOUTH 01°43'33" EAST, ALSO BEING THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE:

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°16'46", AN ARC LENGTH OF 400.62 FEET TO A NON–TANGENT LINE;

THENCE SOUTH 76°59'47" WEST, 58.33 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 58°00'13" WEST, 28.28 FEET;

THENCE SOUTH 76°59'47" WEST, 70.00 FEET;

THENCE SOUTH 31°59'47" WEST, 28.28 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF ASANTE BLVD;

THENCE SOUTH 76°59'47" WEST, 714.86 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 58°00'13" WEST, 42.42 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PAT TILLMAN BLVD AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE PHASE TWO RECORDED IN BOOK 885, PAGE 46, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE NORTH 13°00'13" WEST, 660.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, NORTH 31°59'47" EAST, 28.28 FEET;

THENCE NORTH 13°00'13" WEST, 70.00 FEET;

THENCE NORTH 76°59'47" EAST, 110.00 FEET;

THENCE NORTH 85°44'33" EAST, 65.76 FEET;

THENCE NORTH 76°59'47" EAST, 10.00 FEET;

THENCE SOUTH 13°00'13" EAST, 50.00 FEET;

THENCE SOUTH 31°59'47" WEST, 16.97 FEET;

THENCE SOUTH 13°00'13" EAST, 113.00 FEET;

THENCE NORTH 76°59'47" EAST, 561.00 FEET;

THENCE NORTH 13°00'13" WEST, 123.92 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 225.00 FEET, THE CENTER OF WHICH BEARS SOUTH 07°23'33" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°36'40", AN ARC LENGTH OF 22.04 FEET TO A TANGENT LINE;

THENCE SOUTH 76°59'47" WEST, 18.75 FEET;

THENCE NORTH 13°00'13" WEST, 50.00 FEET;

THENCE SOUTH 76°59'47" WEST, 16.86 FEET;

THENCE NORTH 58°00'13" WEST, 14.14 FEET;

THENCE NORTH 13°00'13" WEST, 113.61 FEET;

THENCE NORTH 77°56'29" EAST, 113.61 FEET;

THENCE SOUTH 85°36'25" EAST, 111.45 FEET;

THENCE SOUTH 70°12'01" EAST, 119.20 FEET;

THENCE SOUTH 61°31'37" EAST, 125.32 FEET;

THENCE SOUTH 35°10'23" EAST, 78.36 FEET;

THENCE NORTH 79°40'00" EAST, 89.46 FEET;

THENCE SOUTH 75°27'33" EAST, 41.01 FEET;

THENCE SOUTH 07°50'48" EAST, 144.42 FEET;

THENCE NORTH 37°17'31" EAST, 28.22 FEET;

THENCE NORTH 07°50'48" WEST, 44.52 FEET;

THENCE NORTH 82°09'12" EAST, 50.00 FEET;

THENCE NORTH 37°09'12" EAST, 28.28 FEET;

THENCE NORTH 82°09'12" EAST, 27.52 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 365.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°05'30", AN ARC LENGTH OF 51.55 FEET TO A TANGENT LINE;

THENCE SOUTH 89°45'19" EAST, 37.73 FEET;

THENCE SOUTH 44°52'40" EAST, 28.34 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 166TH/ DRIVE AS SHOWN ON THE FINAL PLAT OF ASANTE 4.5 – PARCEL 1 RECORDED IN BOOK 1465, PAGE 2, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID WESTERLY RIGHT OF WAY LINE:
THENCE SOUTH 00°14'41" WEST, 534.25 FEET;

THENCE SOUTH 44°28'14" WEST, 42.99 FEET TO THE **POINT OF BEGINNING.**

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6360	0.1460
LOT : 2	6960	0.1598
LOT : 3	7250	0.1664
LOT : 4	6625	0.1521
LOT : 5	6625	0.1521
LOT : 6	6000	0.1377
LOT : 7	5760	0.1322
LOT : 8	5760	0.1322
LOT : 9	5760	0.1322
LOT : 10	6408	0.1471
LOT : 11	6360	0.1460
LOT : 12	6360	0.1460
LOT : 13	6360	0.1460
LOT : 14	6360	0.1460
LOT : 15	6360	0.1460
LOT : 16	6360	0.1460
LOT : 17	6360	0.1460
LOT : 18	6360	0.1460
LOT : 19	6360	0.1460
LOT : 20	6360	0.1460
LOT : 21	6931	0.1591
LOT : 22	7926	0.1820
LOT : 23	8197	0.1882
LOT : 24	8305	0.1907
LOT : 25	8517	0.1955
LOT : 26	9266	0.2127
LOT : 27	11670	0.2679
LOT : 28	7738	0.1776
LOT : 29	8864	0.2035
LOT : 30	9387	0.2155

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 31	9679	0.2222
LOT : 32	7870	0.1807
LOT : 33	6665	0.1530
LOT : 34	6583	0.1511
LOT : 35	6500	0.1492
LOT : 36	6417	0.1473
LOT : 37	6360	0.1460
LOT : 38	6360	0.1460
LOT : 39	6360	0.1460
LOT : 40	6360	0.1460
LOT : 41	6360	0.1460
LOT : 42	6360	0.1460
LOT : 43	6360	0.1460
LOT : 44	6360	0.1460
LOT : 45	6360	0.1460
LOT : 46	6360	0.1460
LOT : 47	6430	0.1476
LOT : 48	5830	0.1338
LOT : 49	5760	0.1322
LOT : 50	5760	0.1322
LOT : 51	5760	0.1322
LOT : 52	5760	0.1322
LOT : 53	5760	0.1322
LOT : 54	5760	0.1322
LOT : 55	5760	0.1322
LOT : 56	5760	0.1322
LOT : 57	5760	0.1322
LOT : 58	5760	0.1322
LOT : 59	5760	0.1322
LOT : 60	5900	0.1354

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	5890	0.1352
LOT : 62	5916	0.1358
LOT : 63	5997	0.1377
LOT : 64	6132	0.1408
LOT : 65	7021	0.1612
LOT : 66	7592	0.1743
LOT : 67	7498	0.1721
LOT : 68	7062	0.1621
LOT : 69	6478	0.1487
LOT : 70	6404	0.1470
LOT : 71	6375	0.1463
LOT : 72	5810	0.1334
LOT : 73	6126	0.1406
LOT : 74	6126	0.1406
LOT : 75	5888	0.1352
LOT : 76	5889	0.1352
LOT : 77	6088	0.1398
LOT : 78	6088	0.1398
LOT : 79	6088	0.1398
LOT : 80	6000	0.1377
LOT : 81	6000	0.1377
LOT : 82	6000	0.1377
LOT : 83	5760	0.1322
LOT : 84	5760	0.1322
LOT : 85	5760	0.1322
LOT : 86	5760	0.1322
LOT : 87	6000	0.1377
LOT : 88	6000	0.1377
LOT : 89	6000	0.1377

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.3203	COMMON AREA & DRAINAGE
TRACT B	0.0482	COMMON AREA
TRACT C	0.0391	COMMON AREA & DRAINAGE
TRACT D	0.8244	COMMON AREA & DRAINAGE
TRACT E	0.8678	COMMON AREA
TRACT F	0.0529	COMMON AREA
TRACT G	0.0253	COMMON AREA
TRACT H	1.1129	COMMON AREA & DRAINAGE

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

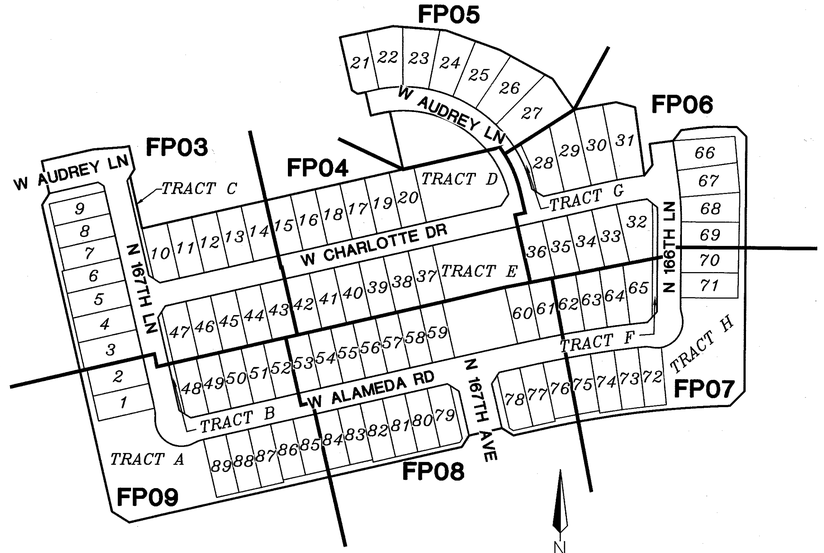
AREAS

ROW AREA =	198,694 SQ. FT.	4.5614 ACRES
TRACTS A–H AREA =	186,910 SQ. FT.	4.2909 ACRES
LOT AREA =	582,248 SQ. FT.	13.3666 ACRES
GROSS AREA =	967,852 SQ. FT.	22.2188 ACRES
NET AREA =	769,158 SQ. FT.	17.6574 ACRES
DENSITY (GROSS) =		4.0 D.U. / ACRE
DENSITY (NET) =		5.0 D.U. / ACRE

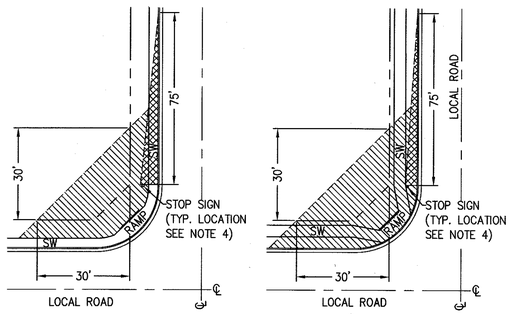
FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEMA WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.



SHEET INDEX MAP
N.T.S.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
APRIL
REIMER
Date Signed 2023.04.19
ARIZONA, U.S.A.
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ASANTE - UNIT 4.11B

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.:	1909
STATUS:	
DATE:	APR 2023
SCALE:	NONE
DRAWN:	PV
APPROVED:	PR

MUNICIPAL TRACKING NO:

DWG. NO.
FP02
SHT. 2 OF 9

FS22-1517

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LEGEND

○	FOUND MONUMENT AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
— · —	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
- - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L3	N31°59'47"E	28.28'
L4	N76°59'47"E	10.00'
L5	S31°59'47"W	16.97'
L16	S58°00'13"E	14.14'
L17	N31°59'47"E	28.28'
L18	N58°00'13"W	28.28'
L22	N31°59'47"E	28.28'

REGISTERED LAND SURVEYOR
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ASANTE - UNIT 4.11B

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
DATE: APR 2023
SCALE: AS SHOWN
DRAWN: PV
APPROVED: PR
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP03
SHT. 3 OF 9

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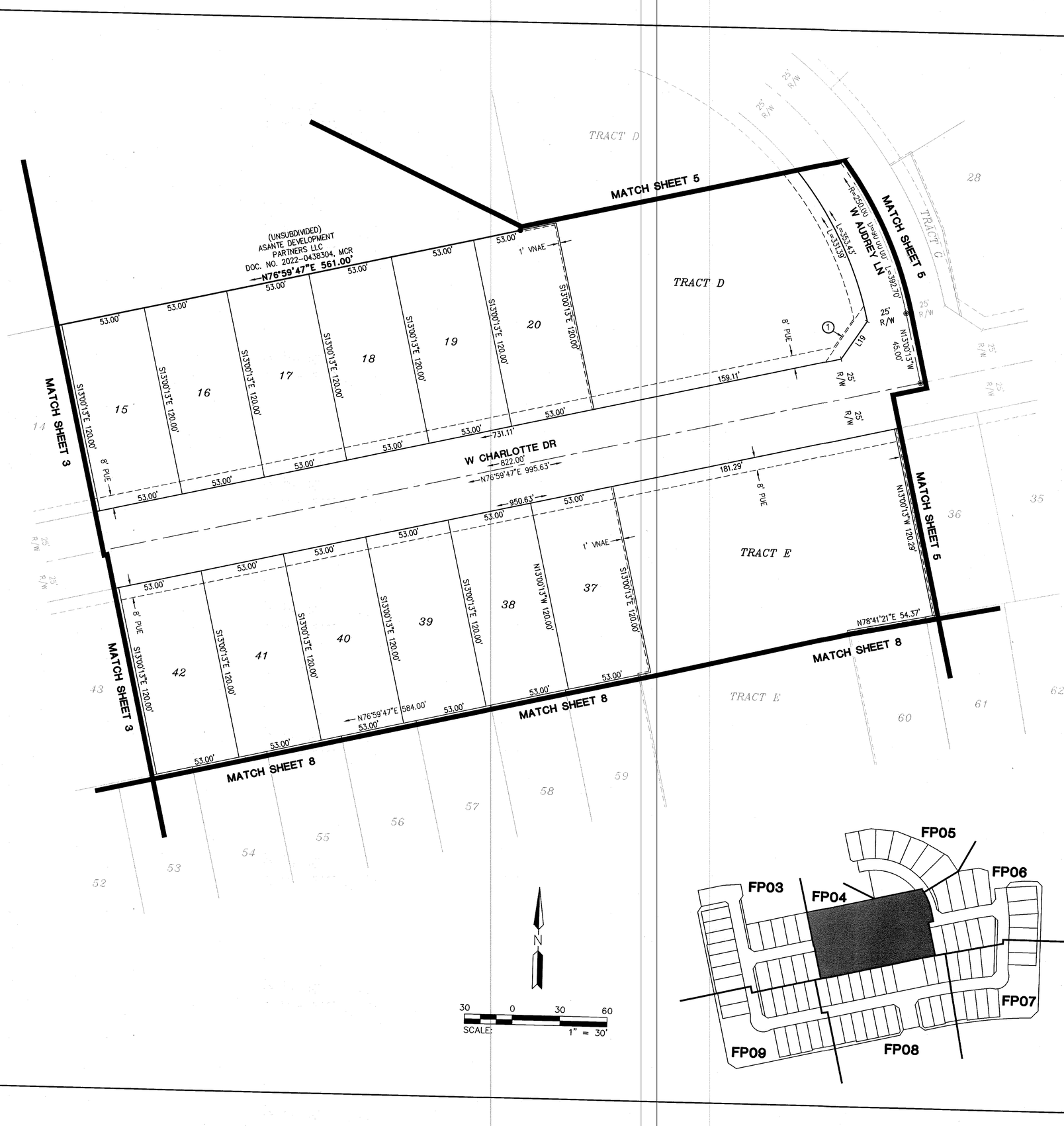

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
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— — —	SECTION LINE
———	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
- - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L19	S33°14'39"W	28.92'

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ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

STATUS:

MUNICIPAL TRACKING NO:

PROJ. NO.: 1909
DATE: APR 2023
SCALE: NONE
DRAWN: PV
APPROVED: PR

DWG. NO.
FP04
SHT. 4 OF 9

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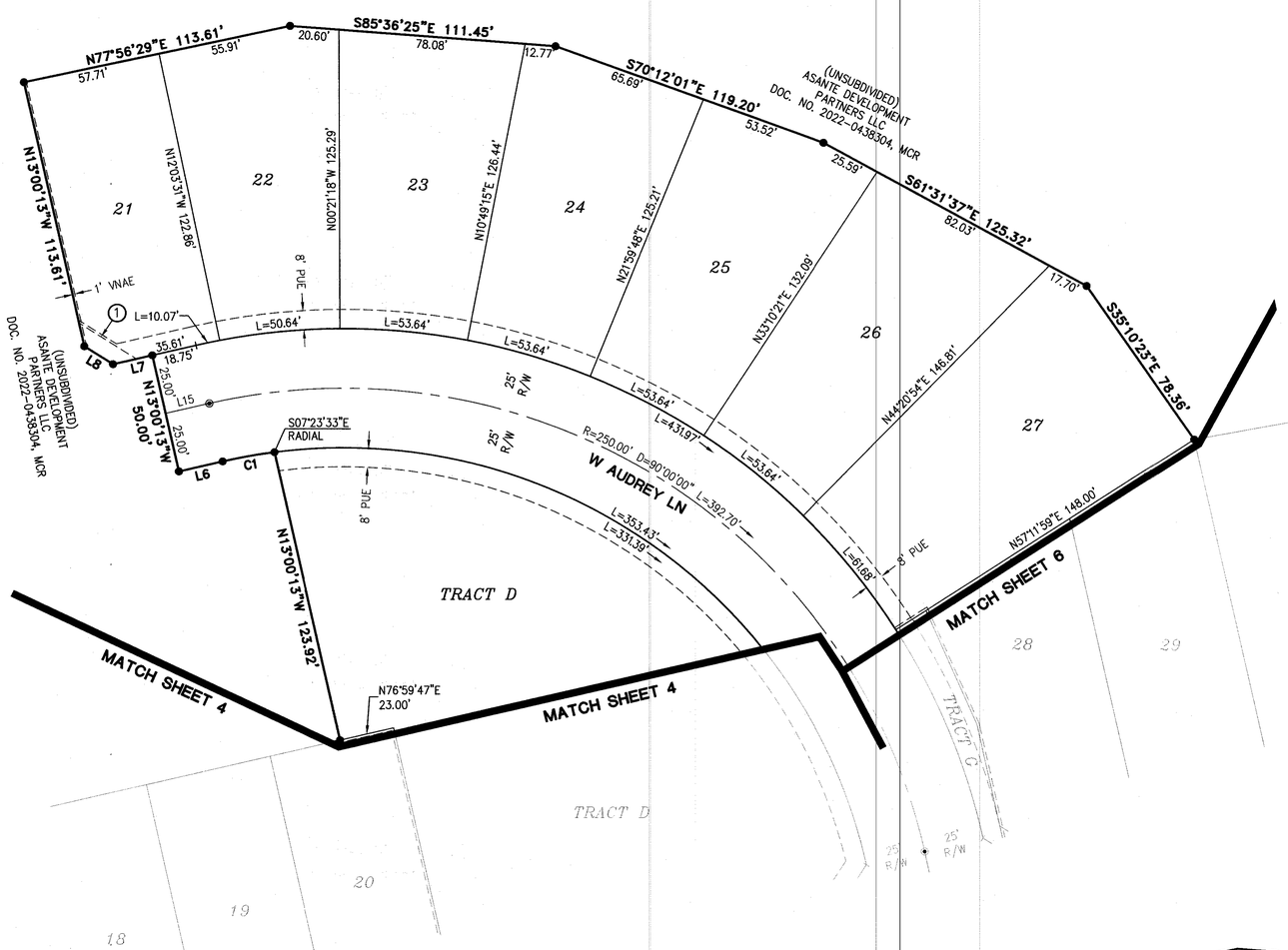

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
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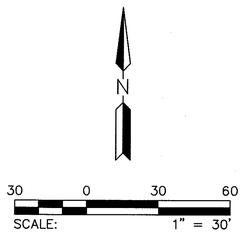
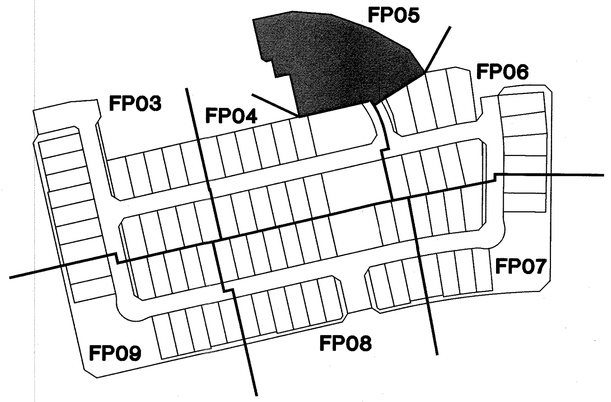
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L6	S76°59'47"W	18.75'
L7	S76°59'47"W	16.86'
L8	N58°00'13"W	14.14'
L15	N76°59'47"E	18.75'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	225.00'	5°36'40"	22.04'



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FINAL PLAT

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FP05
SHT. 5 OF 9

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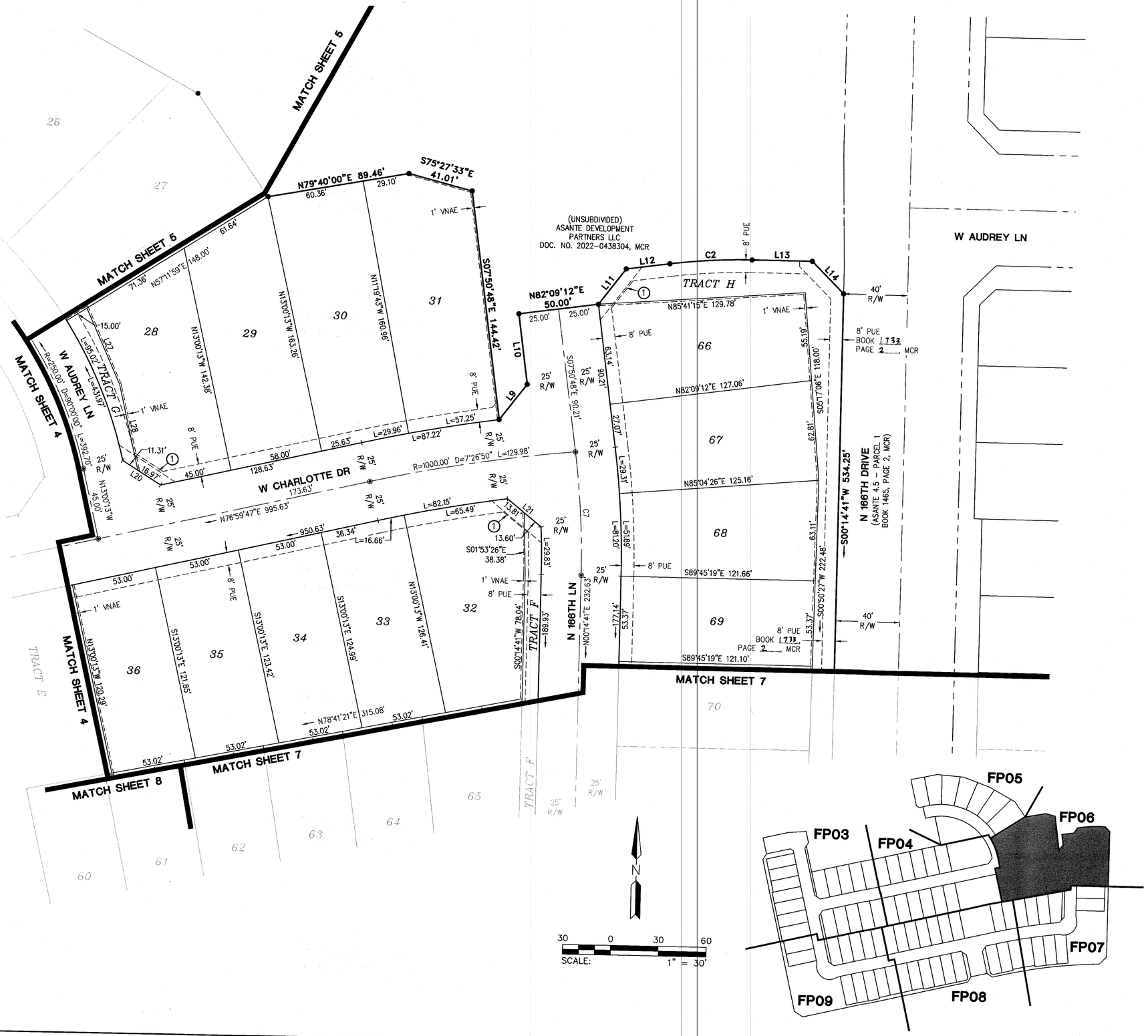

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
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- - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L9	N37°17'31"E	28.22'
L10	N07°50'48"W	44.52'
L11	N37°09'12"E	28.28'
L12	N82°09'12"E	27.52'
L13	S89°45'19"E	37.73'
L14	S44°52'40"E	28.34'
L20	N58°00'13"W	28.28'
L21	S50°50'42"E	27.41'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	365.00'	8°05'30"	51.55'
C7	550.00'	8°05'30"	77.67'

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ASANTE - UNIT 4.11B

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

STATUS:
MUNICIPAL TRACKING NO:

PROJ. NO.: 1909
DATE: APR 2023
SCALE: AS SHOWN
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DWG. NO.
FP06
SHT. 6 OF 9

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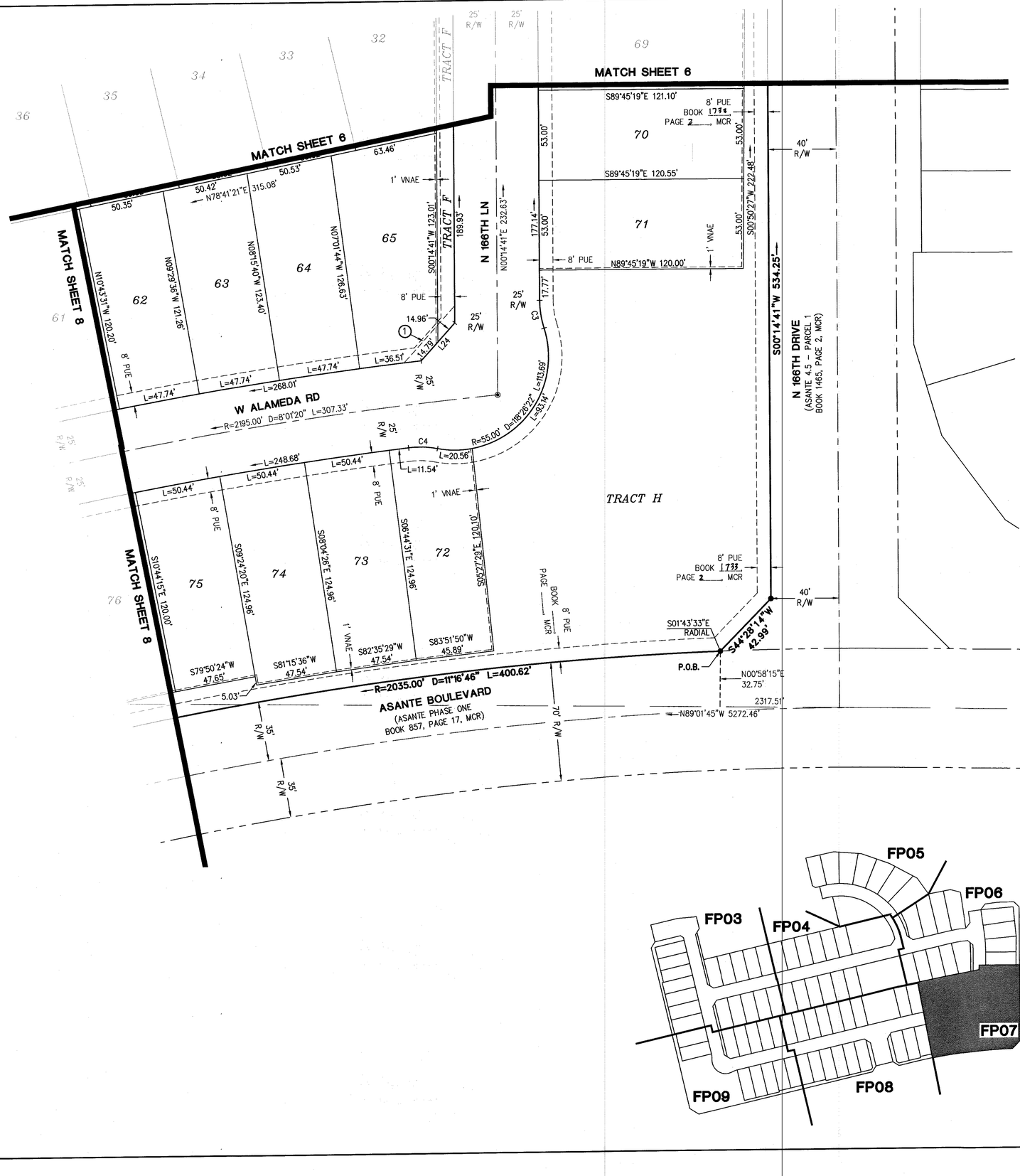

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L24	S42°12'29"W	29.74'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C3	55.00'	17°20'29"	16.65'
C4	55.00'	17°46'49"	17.07'

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
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- - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

NORTHEAST CORNER SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, FOUND 2" ALUMINUM CAP, STAMPED "RLS 36562"

N00°44'56"E 2634.27' (BASIS OF BEARING)

EAST QUARTER CORNER SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, FOUND BRASS CAP FLUSH AT THE INTERSECTION OF 163RD AVENUE AND ASANTE BOULEVARD STAMPED "CITY OF SURPRISE", P.O.C.

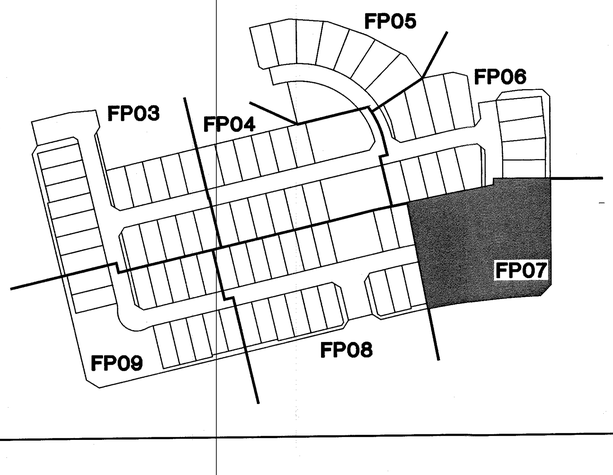
S00°45'20"W 2634.06'

SOUTHEAST CORNER SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, FOUND BRASS CAP FLUSH AT THE INTERSECTION OF 163RD AVENUE & PAT TILLMAN STAMPED "CITY OF SURPRISE T4N R1W R2W S12 S7 S13 S18 LS 33307" DATED 2011

N

30 0 30 60

SCALE: 1" = 30'



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ASANTE - UNIT 4.11B

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: APR 2023	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
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APPROVED: PR	

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FP07
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LEGEND

○	FOUND MONUMENT AS NOTED
⊠	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
- - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N58°00'13"W	28.28'
L2	S31°59'47"W	28.28'
L25	N31°59'47"E	28.28'
L26	S58°00'13"E	28.28'

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 32222
PHIL REIMER
Date Signed 2023.04.19
ARIZONA, U.S.A.
Expires 6/30/2023

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ASANTE - UNIT 4.11B

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909
DATE: APR 2023
SCALE: AS SHOWN
DRAWN: PV
APPROVED: PR
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP08
SHT. 8 OF 9

FS22-1517

U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 4.11B\1909-4.11B-FP-08.dwg 4/19/2023 8:41 AM

NORTHWEST CORNER
SECTION 12, TOWNSHIP 4
NORTH, RANGE 2 WEST,
NOTHING FOUND, NOTHING SET
(CALCULATED POSITION)

N00°42'32"E 2644.68'

WEST QUARTER CORNER SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
FOUND 2" ALUMINUM CAP, BENT,
STAMPED "MARICOPA COUNTY T4N
R2W 1/4 S11 S12 RLS 35832"
DATED 2004

S00°43'44"W 2644.11'

SOUTHWEST CORNER SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
FOUND 2" ALUMINUM CAP STAMPED
"MARICOPA COUNTY T4N R2W SC S11
S12 S14 S13 RLS 35832" DATED 2008

MATCH SHEET 3

MATCH SHEET 8

MATCH SHEET 8

N89°01'45"W 5272.46'

N13°00'13"W 1204.64'

67.50' R/W

67.50' R/W

67.50' R/W

67.50' R/W

135' R/W

N13°00'13"W 660.00'

PAT TILLMAN BOULEVARD
(ASANTE PHASE TWO
BOOK 885, PAGE 46, MCR)

10' PUE
BOOK 1133
PAGE 2 MCR

TRACT A

8' PUE
BOOK 1133
PAGE 2 MCR

N58°00'13"W
42.42'

35' R/W

35' R/W

35' R/W

ASANTE BOULEVARD
(ASANTE PHASE ONE
BOOK 857, PAGE 17, MCR)

70' R/W

S76°59'47"W 714.86'

S76°59'47"W 144.00'

S76°59'47"W 192.00'

S76°59'47"W 1621.63'

867.36'

5.00'

35' R/W

35' R/W

W ALAMEDA RD
N76°59'47"E 753.19'
639.86'

708.19'

N76°59'47"E 584.00'

S76°59'47"W 120.00'

N76°59'47"W 125.00'

S76°59'47"W 120.00'

N13°00'13"W 111.00'

N13°00'13"W 110.00'

S13°00'13"E 585.00'

482.21'

290.00'

200.00'

53.00'

58.00'

5.00'

3.71'

3.07'

R=55.00' D=124°40'58" L=119.69'

C6

C5

L23

14.14'

39.00'

25' R/W

25' R/W

25' R/W

25' R/W

25' R/W

25' R/W

1' VNAE

8' PUE

10' PUE

48.00'

49.00'

527.07'

N13°00'13"W 120.00'

N13°00'13"W 125.00'

S13°00'13"E 125.00'

S13°00'13"E 120.00'

1
2
3
42
43
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45
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49
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51
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53
84
85
86
87
88
89

LEGEND

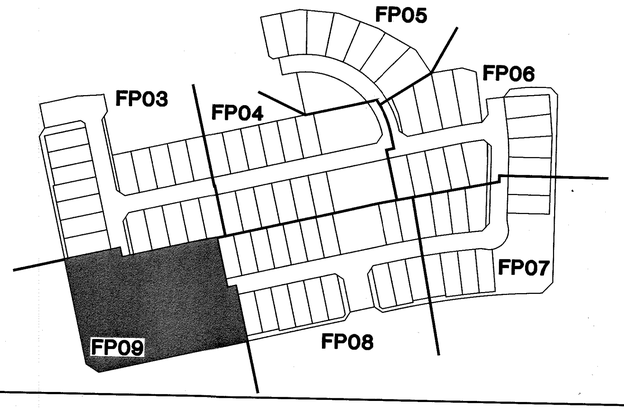
○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
⊙	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
— — —	SECTION LINE
——— ———	CENTER LINE
——— ———	RIGHT OF WAY
———	PARCEL LINE
- - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L23	N58°00'13"W	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	55.00'	17°20'29"	16.65'
C6	55.00'	17°20'29"	16.65'

SCALE: 1" = 30'
30 0 30 60

N



REGISTERED LAND SURVEYOR
CERTIFICATE
38078
PHIL
REIMER
Date Signed 2023.04.19
ARIZONA, U.S.A.
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PROJ. NO.: 1909
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MUNICIPAL TRACKING NO:

DWG. NO.
FP09
SHT. 9 OF 9

FS22-1517

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U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 4.11B\1909-4.11B-FP-09.dwg 4/19/2023 8:42 AM

Leslie Carnie

From: JAMES, MARK C CIV USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Sunday, December 11, 2022 8:55 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-1517 Asante Planning Area 3 Unit 4.11B Final Plat - New Digital Submittal 11.17.22
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for the opportunity to provide comments on the Asante Planning Area 3 Unit 4.11B Final Plat application. The request, if approved, will not have a negative impact on Luke AFB flight operations.

Respectfully,

Mark James
Deputy Director, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-6175
DSN: 896-6175

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Friday, November 18, 2022 8:24 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Subject: [Non-DoD Source] FS22-1517 Asante Planning Area 3 Unit 4.11B Final Plat - New Digital Submittal 11.17.22

Good morning,

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

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct
Please note effective August 3, 2022, we will be adding a 2-business day out-processing for ALL notices

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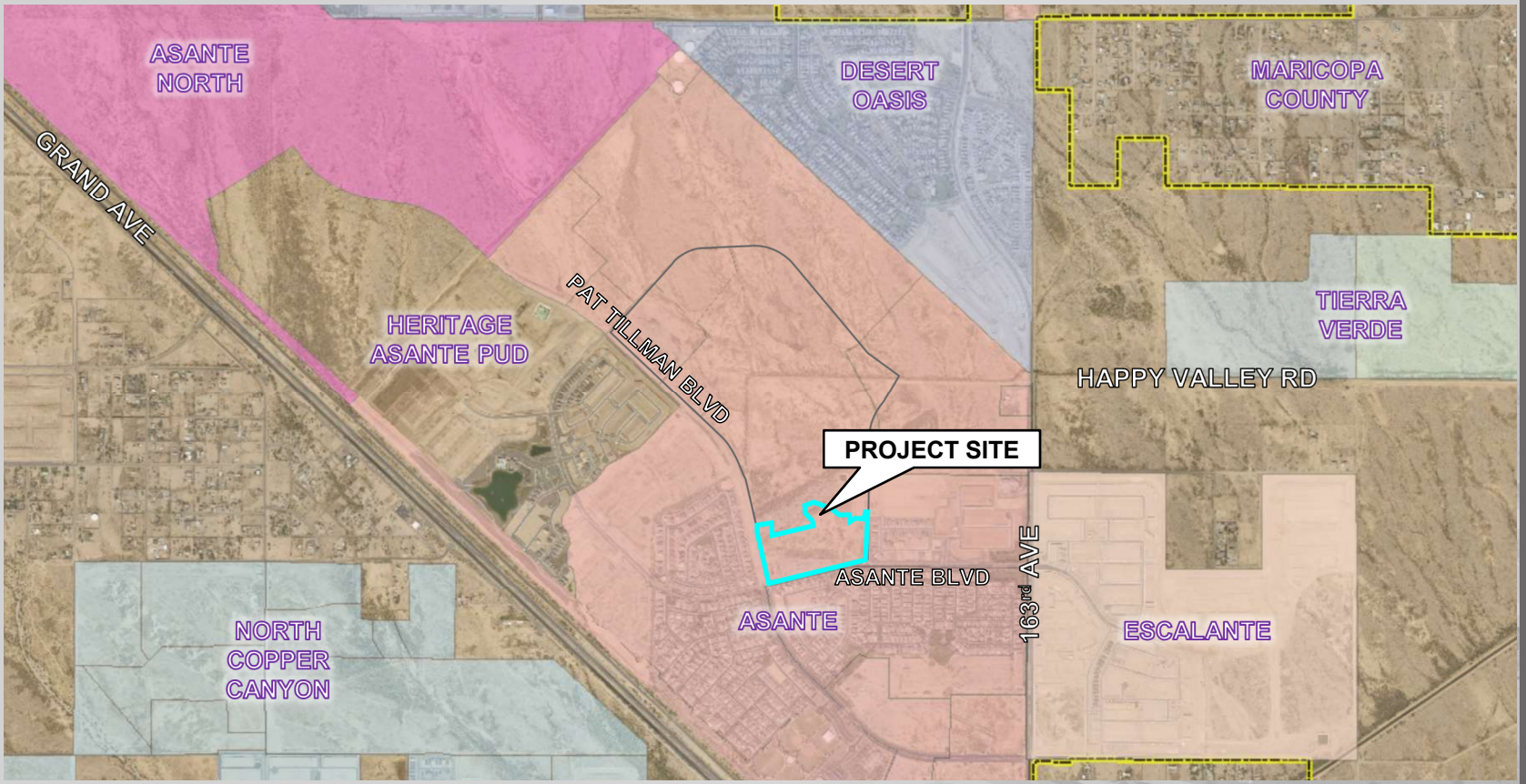
SURPRISE
ARIZONA

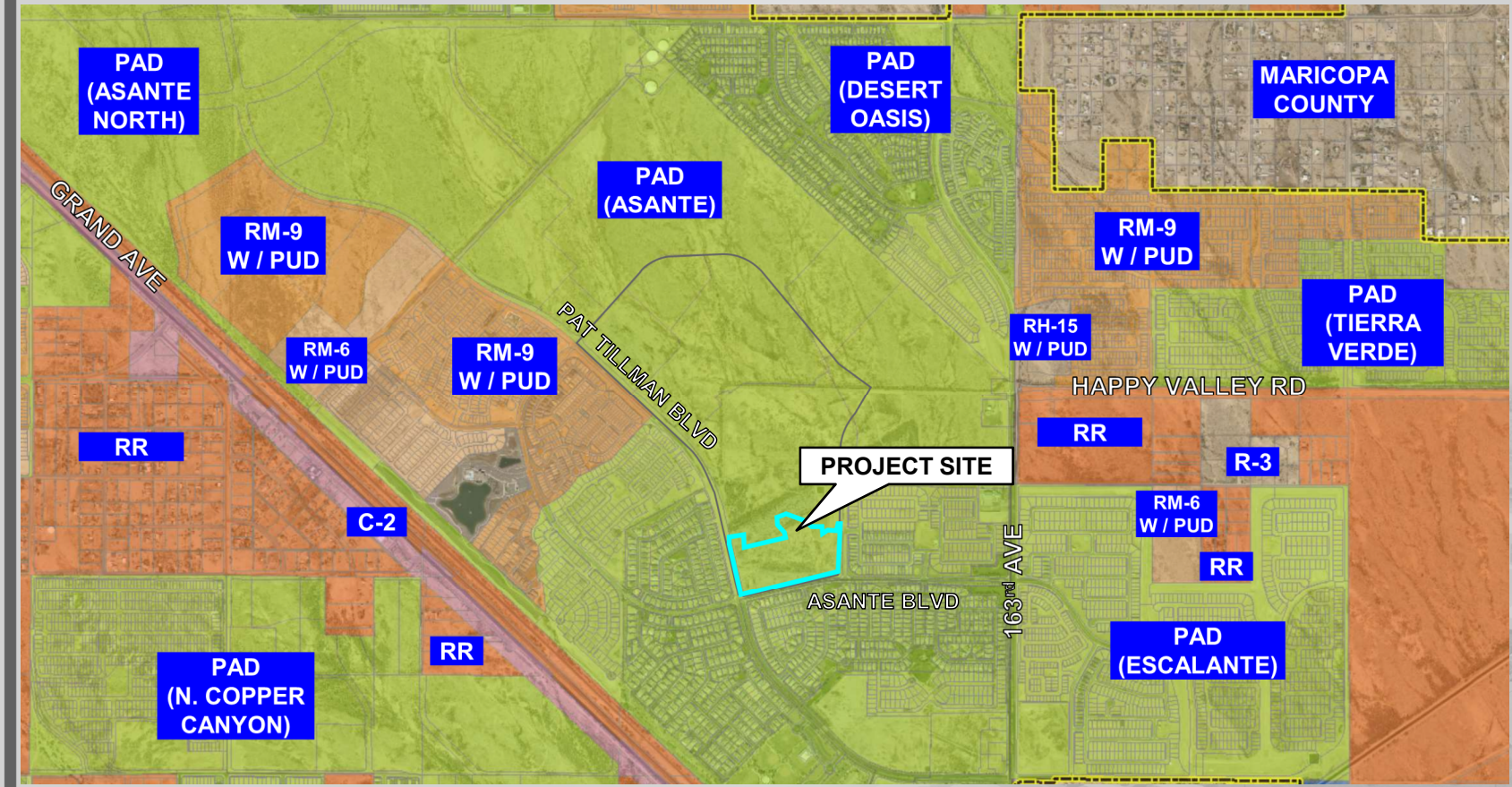
FS22-1517
Asante Planning Area 3
Unit 4.11B – Final Plat

City Council

May 16, 2023



FS22-1517 VICINITY MAP



FS22-1517 ZONING MAP

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6360	0.1460
LOT : 2	6960	0.1598
LOT : 3	7250	0.1664
LOT : 4	6625	0.1521
LOT : 5	6625	0.1521
LOT : 6	6000	0.1377
LOT : 7	5760	0.1322
LOT : 8	5760	0.1322
LOT : 9	5760	0.1322
LOT : 10	6408	0.1471
LOT : 11	6360	0.1460
LOT : 12	6360	0.1460
LOT : 13	6360	0.1460
LOT : 14	6360	0.1460
LOT : 15	6360	0.1460
LOT : 16	6360	0.1460
LOT : 17	6360	0.1460
LOT : 18	6360	0.1460
LOT : 19	6360	0.1460
LOT : 20	6360	0.1460
LOT : 21	6931	0.1591
LOT : 22	7926	0.1820
LOT : 23	8197	0.1882
LOT : 24	8305	0.1907
LOT : 25	8517	0.1955
LOT : 26	9266	0.2127
LOT : 27	11670	0.2679
LOT : 28	7738	0.1776
LOT : 29	8864	0.2035
LOT : 30	9387	0.2155

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 31	9679	0.2222
LOT : 32	7870	0.1807
LOT : 33	6665	0.1530
LOT : 34	6583	0.1511
LOT : 35	6500	0.1492
LOT : 36	6417	0.1473
LOT : 37	6360	0.1460
LOT : 38	6360	0.1460
LOT : 39	6360	0.1460
LOT : 40	6360	0.1460
LOT : 41	6360	0.1460
LOT : 42	6360	0.1460
LOT : 43	6360	0.1460
LOT : 44	6360	0.1460
LOT : 45	6360	0.1460
LOT : 46	6360	0.1460
LOT : 47	6430	0.1476
LOT : 48	5830	0.1338
LOT : 49	5760	0.1322
LOT : 50	5760	0.1322
LOT : 51	5760	0.1322
LOT : 52	5760	0.1322
LOT : 53	5760	0.1322
LOT : 54	5760	0.1322
LOT : 55	5760	0.1322
LOT : 56	5760	0.1322
LOT : 57	5760	0.1322
LOT : 58	5760	0.1322
LOT : 59	5760	0.1322
LOT : 60	5900	0.1354

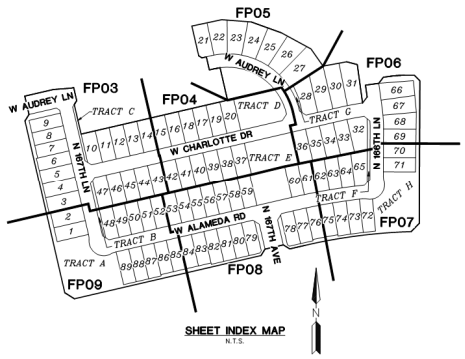
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	5890	0.1352
LOT : 62	5916	0.1358
LOT : 63	5997	0.1377
LOT : 64	6132	0.1408
LOT : 65	7021	0.1612
LOT : 66	7592	0.1743
LOT : 67	7498	0.1721
LOT : 68	7062	0.1621
LOT : 69	6478	0.1487
LOT : 70	6404	0.1470
LOT : 71	6375	0.1463
LOT : 72	5810	0.1334
LOT : 73	6126	0.1406
LOT : 74	6126	0.1406
LOT : 75	5888	0.1352
LOT : 76	5889	0.1352
LOT : 77	6088	0.1398
LOT : 78	6088	0.1398
LOT : 79	6088	0.1398
LOT : 80	6000	0.1377
LOT : 81	6000	0.1377
LOT : 82	6000	0.1377
LOT : 83	5760	0.1322
LOT : 84	5760	0.1322
LOT : 85	5760	0.1322
LOT : 86	5760	0.1322
LOT : 87	6000	0.1377
LOT : 88	6000	0.1377
LOT : 89	6000	0.1377

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.3203	COMMON AREA & DRAINAGE
TRACT B	0.0482	COMMON AREA
TRACT C	0.0391	COMMON AREA & DRAINAGE
TRACT D	0.8244	COMMON AREA & DRAINAGE
TRACT E	0.8678	COMMON AREA
TRACT F	0.0529	COMMON AREA
TRACT G	0.0253	COMMON AREA
TRACT H	1.1129	COMMON AREA & DRAINAGE

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

AREAS

ROW AREA =	198,694 SQ. FT.	4.5614 ACRES
TRACTS A–H AREA =	186,910 SQ. FT.	4.2909 ACRES
LOT AREA =	582,248 SQ. FT.	13.3666 ACRES
GROSS AREA =	967,852 SQ. FT.	22.2188 ACRES
NET AREA =	769,158 SQ. FT.	17.6574 ACRES
DENSITY (GROSS) =		4.0 D.U. / ACRE
DENSITY (NET) =		5.0 D.U. / ACRE



SHEET INDEX MAP
N.T.S.

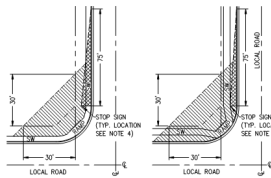
FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEMA WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
11. 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.
12. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE PS22-0781.
13. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE PS22-0756 OR AS SUBSEQUENTLY AMENDED.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

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

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT

HILGARTWILSON
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SURPRISE, ARIZONA

FINAL PLAT

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PREPARED BY:	JCP
STATUS:	
DATE:	JAN 2023
SCALE:	NONE
DRAWN:	PV
APPROVED:	BJB
MUNICIPAL TRACKING NO:	

DWG. NO.
FP02
SHT. 2 OF 9

FS22-1517

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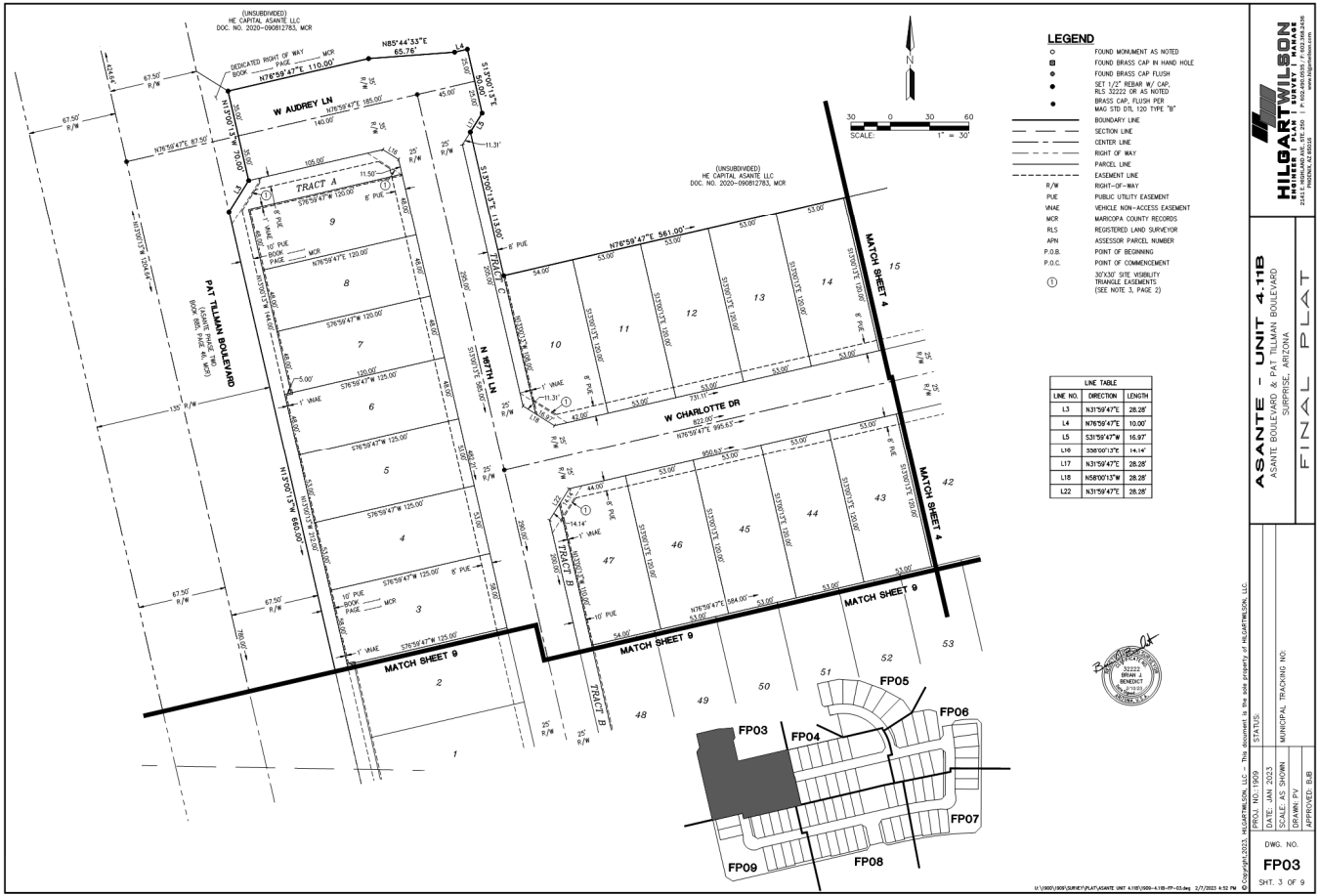
FS22-1517 FINAL PLAT



LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 33222 OR AS NOTED
- BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY
- PUE — PUBLIC UTILITY EASEMENT
- VNAE — VEHICLE NON-ACCESS EASEMENT
- MCR — MARICOPA COUNTY RECORDS
- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- (1) — 30'X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L3	N31°59'47"E	28.28'
L4	N76°59'47"E	10.00'
L5	S31°59'47"W	16.97'
L10	S00°00'13"E	14.14'
L17	N31°59'47"E	28.28'
L18	N58°00'13"W	28.28'
L22	N31°59'47"E	28.28'

HILGARTWILSON
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PHOENIX, AZ 85016 | www.hilgartwilson.com

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ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909
DATE: JAN 2023
SCALE: AS SHOWN
DRAWN BY: TT
APPROVED: BJB

STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP03
SHT. 3 OF 9

FS22-1517

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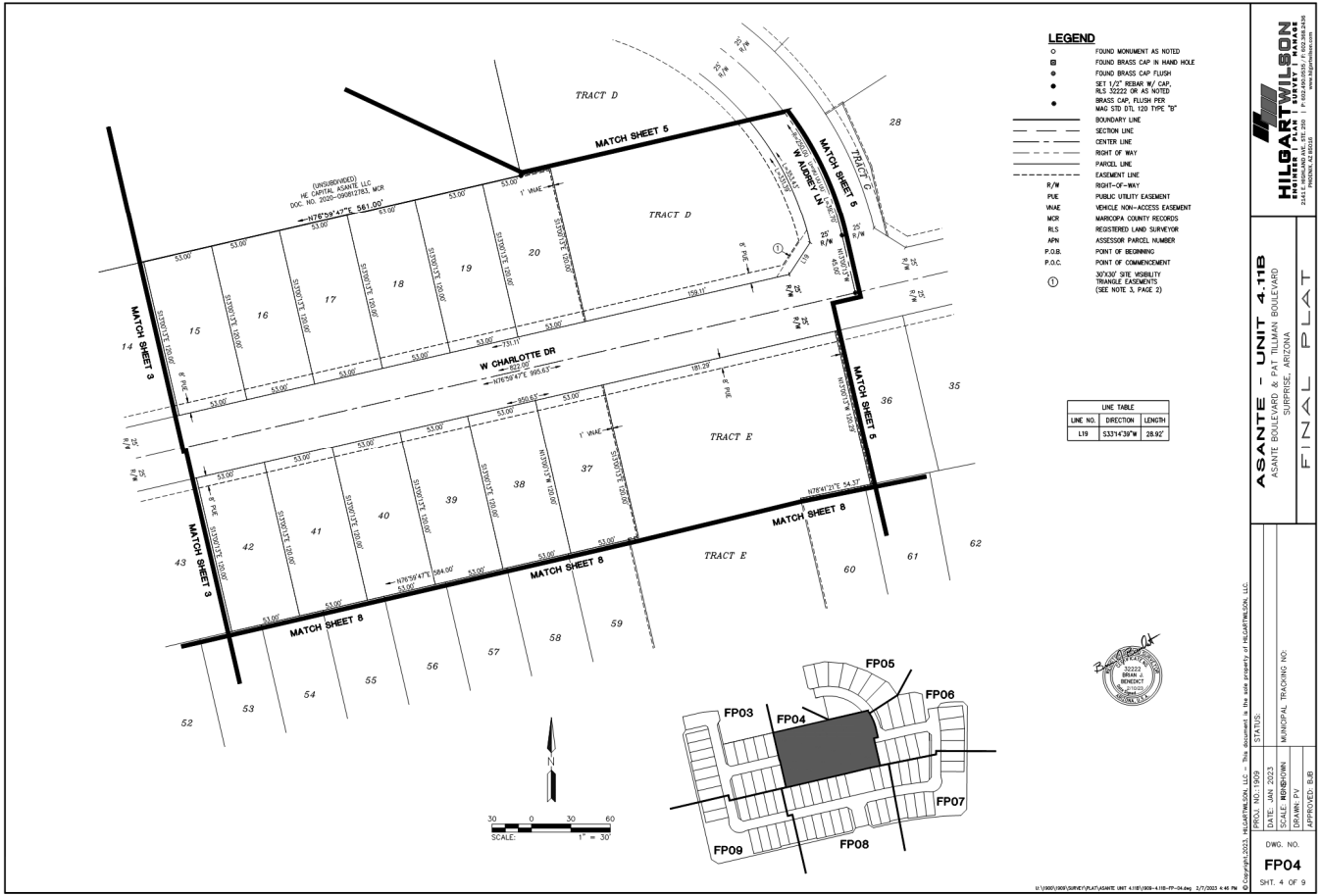
FS22-1517 FINAL PLAT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HE CAPITAL ASANTE, LLC
DOC. NO. 2020-0908127.83, MCR
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N76°59'47"E 584.00'
N78°47'31"E 54.37'
N13°00'13"W 120.00'
S13°00'13"E 120.00'
S13°00'13"E 100.00'
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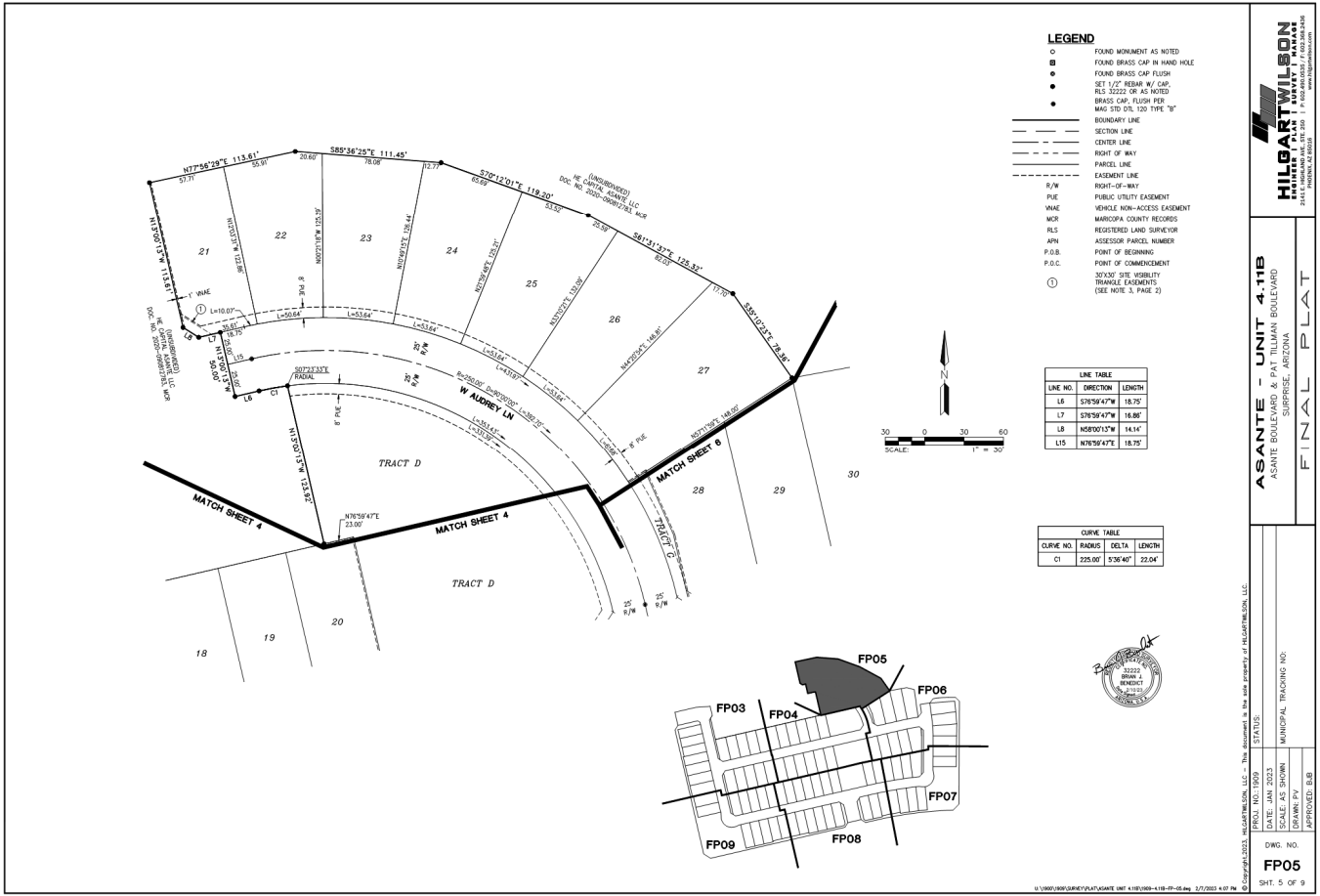

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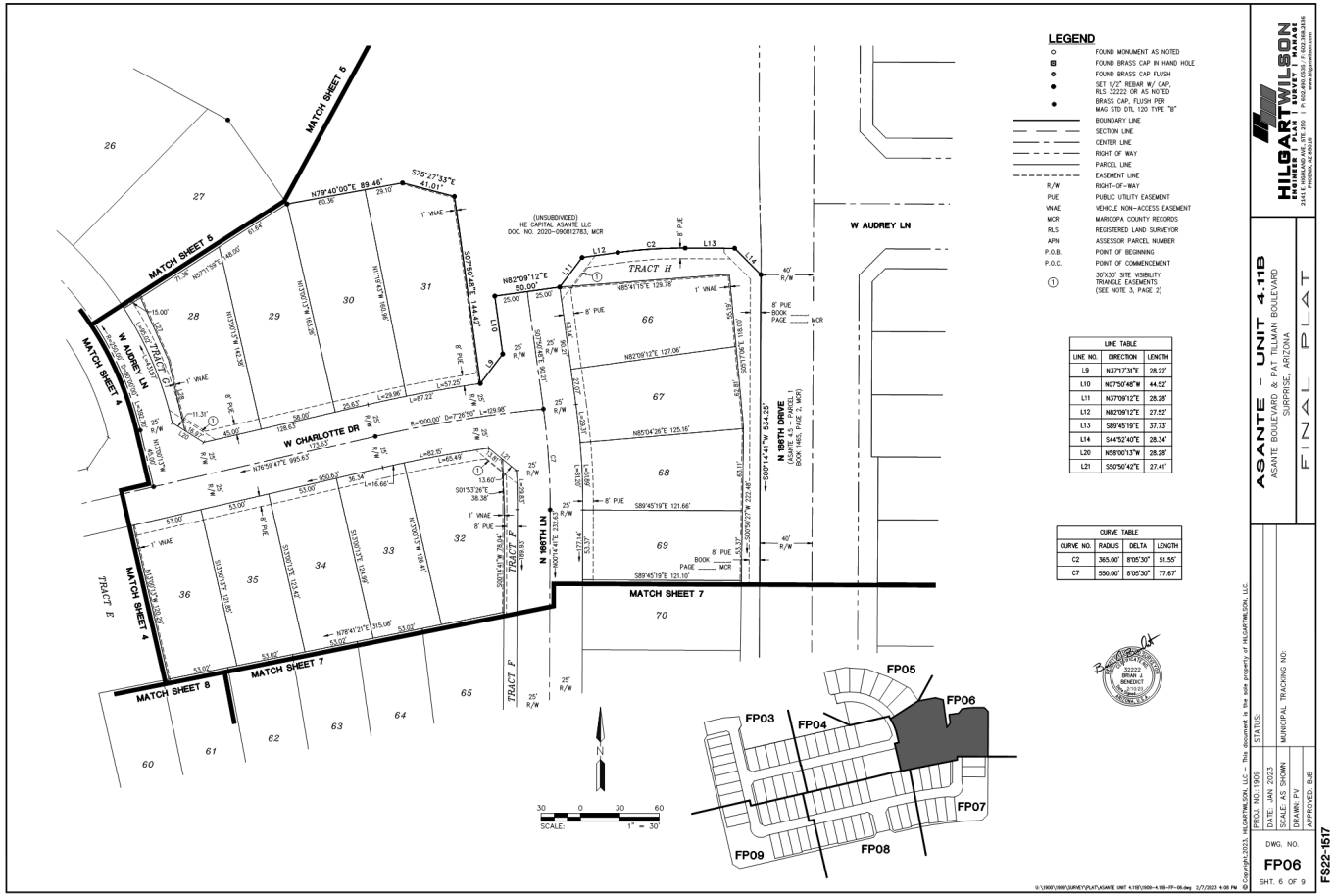

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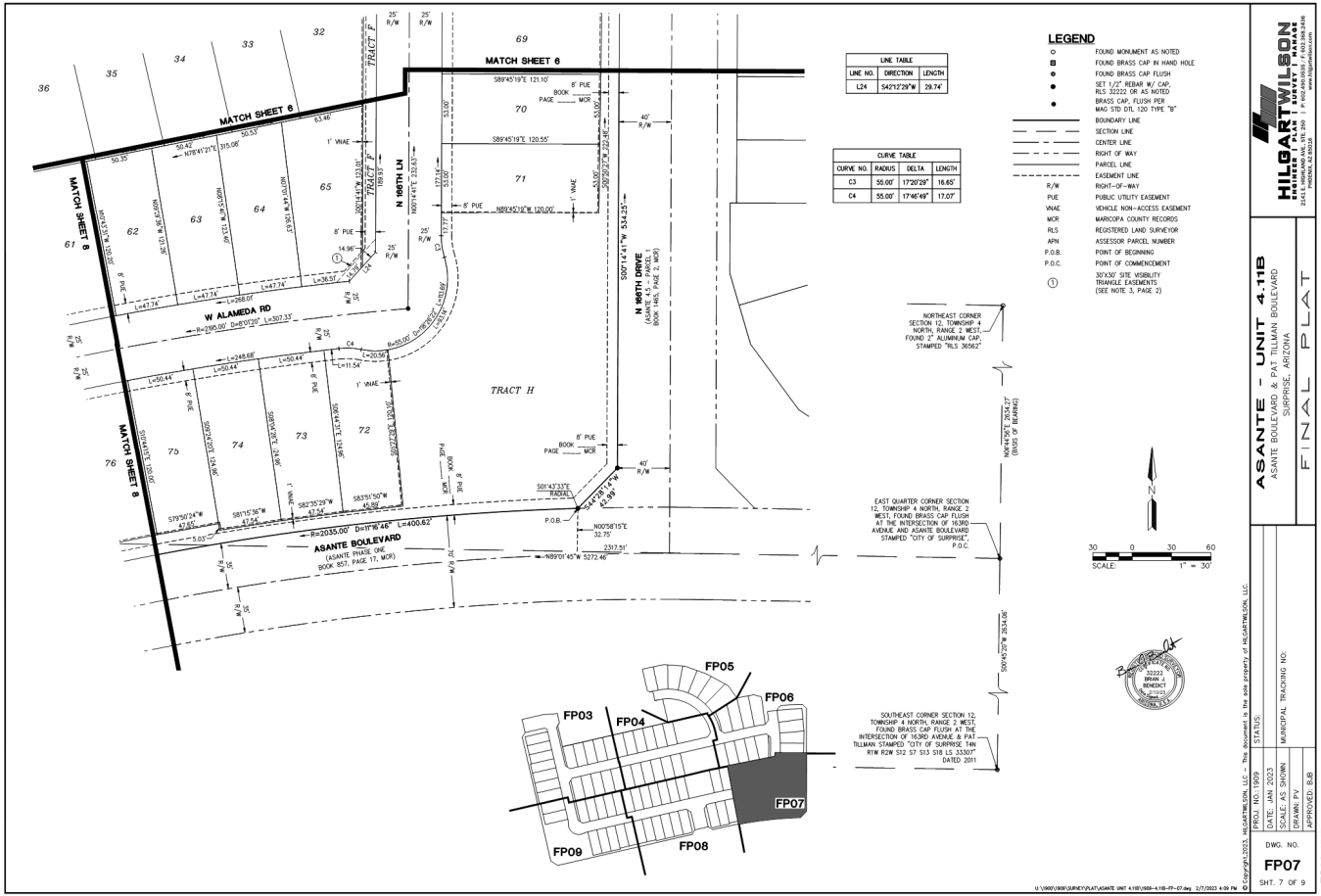

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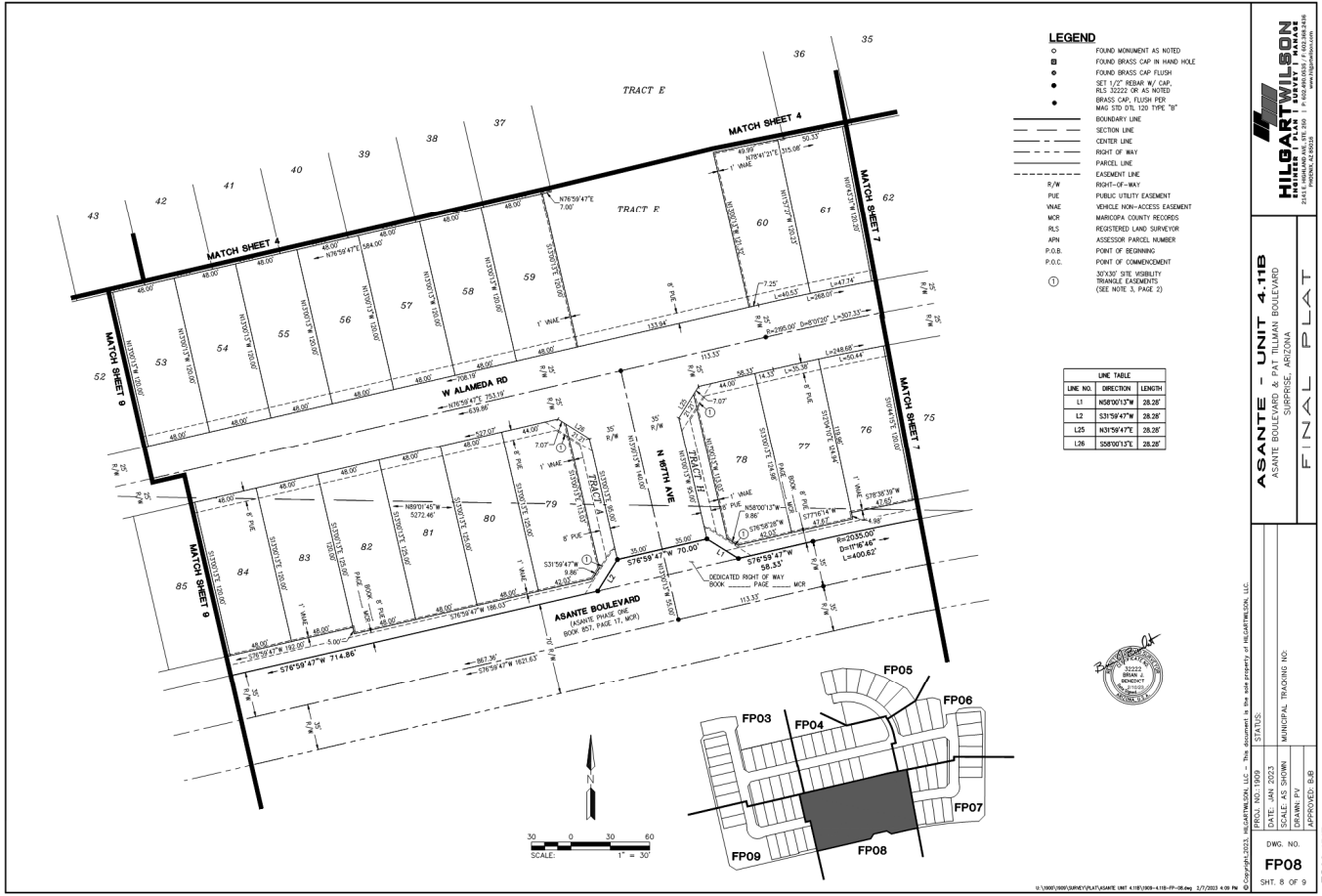

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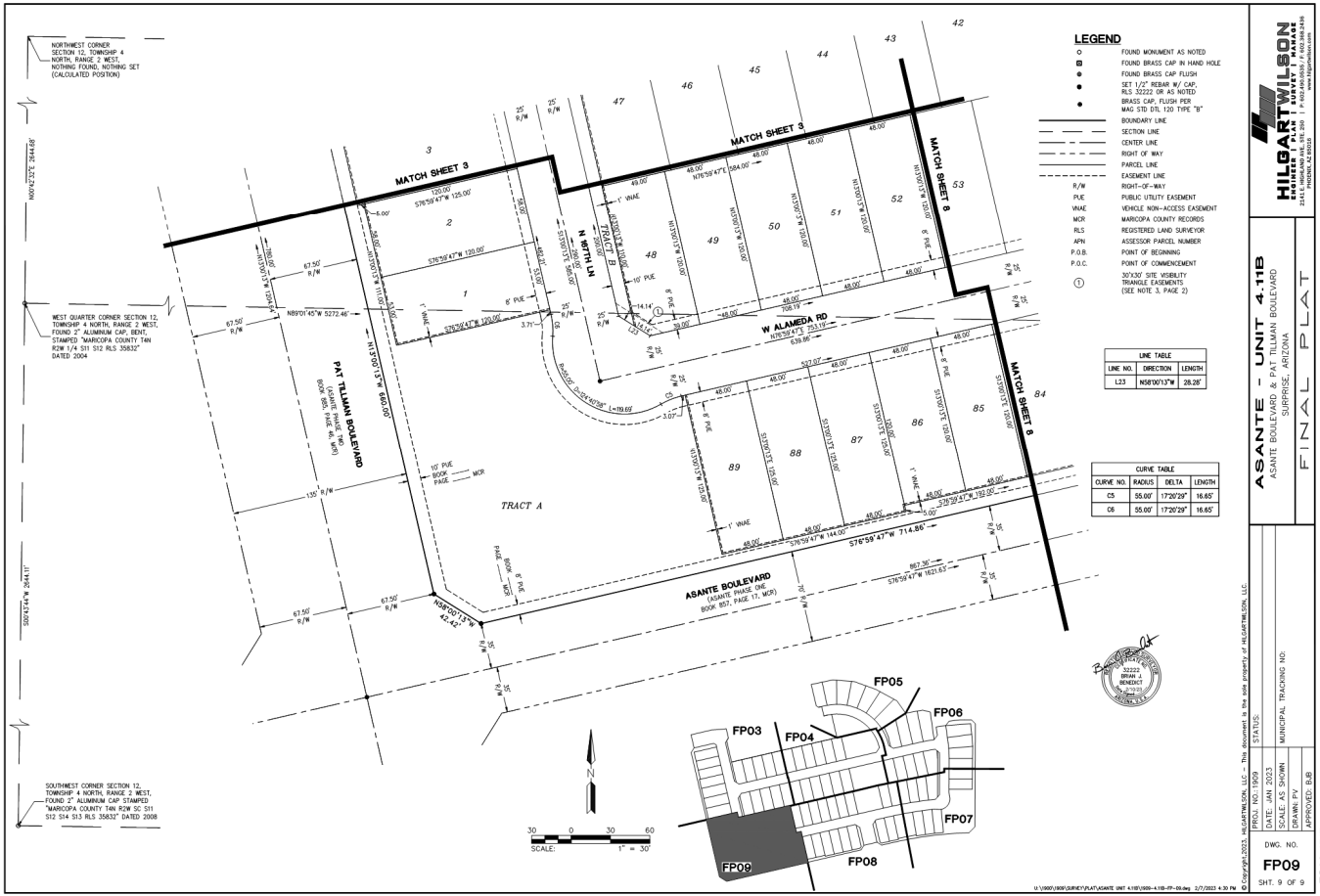

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TEMPE, AZ 85283 | www.hilgartwilson.com
PHOENIX, AZ 85020

ASANTE - UNIT 4.11B
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

PROJ. NO.: 1909
DATE: JAN 2023
SCALE: AS SHOWN
DRAWN: PV
APPROVED: BJB
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MUNICIPAL TRACKING NO:
DWG. NO.
FP09
SHT. 9 OF 9
FS22-1517

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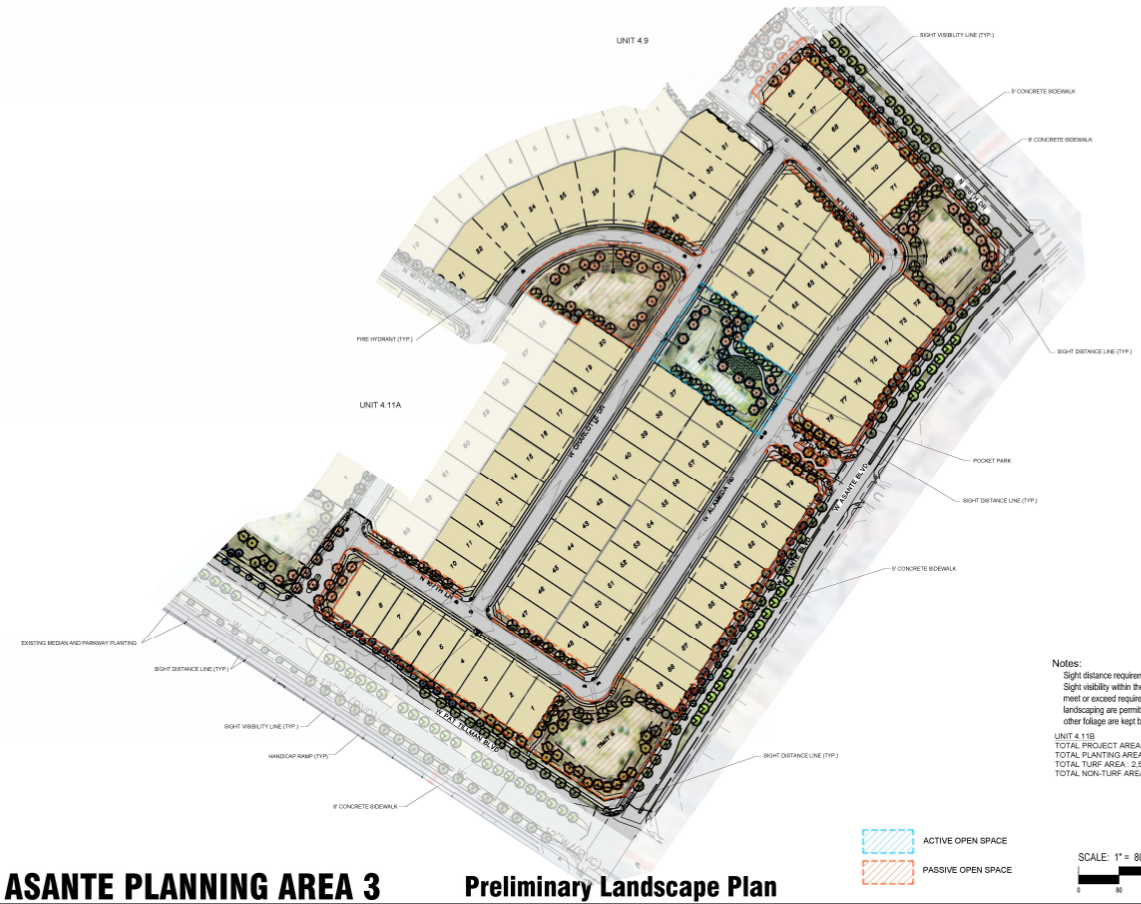

KEYMAP

STREET TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Acacia aneura MULGA	24" BOX STANDARD
	Quercus virginiana 'Heritage' HERITAGE LIVE OAK	24" BOX STANDARD
	Ulmus parvifolia 'Drake' DRAKE EVERGREEN ELM	24" BOX STANDARD

ENTRY TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Fraxinus velutina ARIZONA ASH	36" BOX STANDARD
	Pistacia c. 'Red Push' RED PUSH PISTACHE	36" BOX STANDARD
	Tipuana tipu TIPU TREE	36" BOX STANDARD

INTERIOR TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Fraxinus velutina ARIZONA ASH	24" BOX STANDARD
	Rhus lancea AFRICAN SUMAC	24" BOX STANDARD
	Pistacia c. 'Red Push' RED PUSH PISTACHE	24" BOX STANDARD
	Tipuana tipu TIPU TREE	24" BOX STANDARD

OPEN SPACE TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	Cercidium 'Desert Museum' PALO VERDE	24" BOX STANDARD
	Pinus eldarica MONDEL PINE	24" BOX STANDARD
	Pistacia c. 'Red Push' RED PUSH PISTACHE	24" BOX STANDARD
	Prosopis g. 'Maverick' HONEY MESQUITE	24" BOX STANDARD
	TURF MIDIRON SOD	
	DECOMPOSED GRANITE - 'DESERT VERDE' 1/2" SCREENED	

Notes:

Sight distance requirements on Arterials and Collectors will adhere to Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise Details 4-01 and 4-02. Trees, shrubs, and other landscaping are permitted within the sight visibility triangle provided limbs, leaves, needles or other foliage are kept below 30 inches or above 84 inches, per Surprise EDS Detail 4-01.

UNIT 4.11B
TOTAL PROJECT AREA: 978,890 SQ FT (22.47 ACRES)
TOTAL PLANTING AREA: 185,380 SQ FT (4.3 ACRES)
TOTAL TURF AREA : 2,580 SQ FT (0. 06 ACRES)
TOTAL NON-TURF AREA : 182,800 SQ FT (4.2 ACRES)

ACTIVE OPEN SPACE
PASSIVE OPEN SPACE

NORTH

SCALE: 1" = 80' - 0"
0 80 160 240 320

PATRICK C.M. MURPHY 51638 REGISTERED LANDSCAPE ARCHITECT ARIZONA U.S.A. EXP. 12-31-22

SMP ENVIRONMENTAL DESIGN

ASANTE PLANNING AREA 3
Asante Development Partners, LLC | Surprise, AZ | August 5, 2022

Preliminary Landscape Plan
Unit 4.11B, Pat Tillman Blvd, N 166th Dr & W. Asante Blvd

SHEET 4 OF 24
SURPRISE CASE #FS22-0781

FS22-1517 LANDSCAPE

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023
Submitting Department: Police
Staff Recommendations: None

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

Consent: Yes Regular: No 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 in the amount of $4,000 from Contingency within the Grants fund to grant project G31385 FFY23 Governor's Office of Highway Safety (GOHS) to cover overtime expenses associated with the participation of one Surprise Police Officer in the "Buckle Up Arizona...It's the Law!" campaign from May 22, 2023 to June 04, 2023; Resolution #2023-52.

Motion:
I move to approve Resolution #2023-52

Background:
The Surprise Police Department will receive $4,000 in overtime funding from the Governor's Office of Highway Safety, (GOHS) to cover overtime expenses associated with the participation of one Surprise Police Officer in the Buckle Up Arizona…It's the Law!" campaign (GOHS) from May 22, 2023, to June 04, 2023.

Objective Analysis:
Acceptance of this funding will provide reimbursement of overtime expenses for one Surprise Police Officer's participation in the activities of the "Buckle Up Arizona…It's the Law!" campaign. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:
This action is consistent with City and Council Policy. The City regularly partners with other government entities when it is beneficial to do so.

Financial Impact:
This one-time funding is to be used solely for overtime incurred as a result of participation in the GOHS "Buckle Up Arizona…It's the Law!" campaign. There is no city-match requirement; however, all employee related expenses (ERE) associated with this overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

The FY2023 adopted budget did not include appropriations for revenue and expenses related to the Governor's Office of Highway Safety (GOHS) grant award to the Police Department. Acceptance of this grant will require a reallocation of $4,000 from Contingency within the Grants Fund to Project G31385. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

1. Signature Letter
2. Buckle Up AZ Contract 2023
3. Res 2023-52 CLICK IT OR TICKET OT final

KATIE HOBBS
GOVERNOR

NICOLE COSTANZA
INTERIM DIRECTOR

April 11, 2023

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, AZ 85374

PROJECT REFERENCE:
Contract Number: 2023-CIOT-024
Total Estimated Costs: $4,000.00
Purpose of Project: Buckle Up Arizona (Click it or Ticket) Enforcement Overtime

Dear Chief Piña :

Every year law enforcement agencies across Arizona conduct a two-week enforcement campaign focusing on enforcing Arizona's safety belt and child passenger safety laws. This campaign "**Buckle Up Arizona…It's the Law!**" is part of the national "Click it or Ticket" campaign.

The Governor's Office of Highway Safety ("GOHS") has selected your agency to receive funding to conduct enforcement of Arizona's safety belt and child passenger laws during this year's campaign, from May 24, 2023 through June 4, 2023. You have been selected to receive funding in part based on your agency's participation last year and your continued stellar effort on enforcing traffic laws. As you know, Arizona has a secondary seat belt law, it is important that this is communicated in any pronouncements of this funding.

Enclosed is a copy of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Interim Director and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Nicole Costanza, Interim Director
Governor's Office of Highway Safety

GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A3752330000405bAZL	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS CONTRACT NUMBER** **2023-CIOT-024**
	ADDRESS 14250 W. Statler Plaza, Surprise, AZ 85374	**PROGRAM AREA** **405b**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT** Severin Hall
	ADDRESS 16000 N. Civic Center Dr., Surprise, AZ 85374	**3. PROJECT TITLE** Buckle Up Arizona Enforcement Campaign (CIOT)
4.	**GUIDELINES** 405b – Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405b funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 22, 2023 through June 4, 2023 to enhance seat belt and child safety seat usage throughout the City of Surprise.

6. BUDGET COST CATEGORY		**Project Period FY 2023**
I.	**Personnel Services**	$4,000.00
II.	**Employee Related Expenses (0%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$4,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 6-4-2023
CURRENT GRANT PERIOD	**FROM:** 5-22-2023	**TO:** 6-4-2023

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: $4,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 878 vehicle occupants (driver/passenger) fatalities in 2021, of which 366 (**42%**) were unrestrained. Children under the age of five accounted for 7 passenger fatalities in 2021, of which 3 (**43%**) were unrestrained.

In 2022, seat belt usage in Arizona reached **87%**, a decrease of **1.8%** since 2021. The noted decrease is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2017 through 2022 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2017	2018	2019	2020	2021	2022
Total Front Seat Occupants Seat Belt Use	86.1%	85.9%	90.6%	90.6%	88.8%	87.0%
All Drivers Seat Belt Use	86.1%	88.4%	92.1%	N/A	90.3%	90.2%
Front Seat Passenger Seat Belt Use	86.0%	90.8%	95.4%	N/A	93.5%	91%
Children Safety Restraint Use	N/A	N/A	N/A	83%	N/A	N/A

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1-year-old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8-year-old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently came near the national average seat belt usage rate of 90.7% in 2019
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely-publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the **"Buckle Up Arizona… It's the Law!"** program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

OVERVIEW OF PROGRAM:

Federal 405b funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week **"Buckle Up Arizona"** enforcement campaign from **May 22, 2023 through June 4, 2023**.

The purpose of the campaign is for the Surprise Police Department to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Surprise Police Department will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

GOALS/OBJECTIVES:

The Surprise Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Surprise Police Department shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Surprise Police Department is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities

- The Surprise Police Department shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.

- The Surprise Police Department shall submit a Final Enforcement Summary Report to GOHS no later than **June 9, 2023.**

- The Surprise Police Department shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **June 16, 2023.**

- The Surprise Police Department shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from May 22, 2023 through June 4, 2023

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. **Failure to meet the reporting requirements may be cause to terminate the project.**

FINAL ENFORCEMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **June 9, 2023,** to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **June 16, 2023,** to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on June 4, 2023 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	**Personnel Services (overtime)**	**$4,000.00**
II.	**Employee Related Expenses (0%)**	**$0.00**
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	**$4,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of **$4,000.00**.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:

   1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

   2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to

the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations

for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

2. Agency's Fiscal Contact:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

Federal Identification Number:_____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

_____

Warrant/Check to be mailed to:

_____
(Agency)

_____
(Address)

_____
(City, State, Zip Code)

4. DUNS Number:

_____
(DUNS #)

_____
(Registered Address & Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Bob Wingenroth, City Manager City of Surprise
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §**405b** and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **405b**–**OP**, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$4,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

_____ _____

Nicole Costanza, Interim Director
Governor's Office of Highway Safety

Approval Date

RESOLUTION # 2023-52

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS), TO ACCEPT FUNDING, AND AMEND THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF $4,000 FROM CONTINGENCY WITHIN THE GRANTS FUND TO PROJECT G31385 FOR OVERTIME EXPENSE.

WHEREAS, pursuant to Arizona Revised Statute §11-952, et seq., the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the Governor's Office of Highway Safety providing funding for overtime in the amount of $4,000 for our Officer assigned to the "Buckle Up Arizona. It's the Law!" which is part of the national Click IT Or Ticket Campaign;

WHEREAS, the City of Surprise Police Department desires to accept the funding;

WHEREAS, the FY2023 budget was adopted by Council Resolution #2022-56 on June 7, 2022;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2022, through June 30, 2023.

Section 2. The City is hereby authorized to enter into an agreement to accept funding in the amount of $4,000 from the Governor's Office of Highway Safety for the City of Surprise Police Department to help fund overtime for its employee who assists in the "Buckle Up Arizona. It's the Law!" which is part of the national Click It or Ticket Campaign, which Agreement is attached as *Exhibit B*.

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

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2023.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

RESOLUTION # 2023-52
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of $4,000 from Grant Contingency to the FFY23 GOHS project within the Grants Fund. to cover the projected expenditures associated with overtime expenses for an officer to participate in Buckle Up AZ it's the Law! campaign. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31385 FFY23 GOHS Buckle Up AZ	E	-	4,000	4,000
Grants	Police	#G31385 FFY23 GOHS Buckle Up AZ	R	-	4,000	4,000
Grants/Contingency	General Operations	Contingency	E	3,185,900	(4,000)	3,181,900
Grants/Contingency	General Operations	Other	R	2,769,200	(4,000)	2,765,200
			Expense Total	**3,185,900**	-	**3,185,900**
			Revenue Total	**2,769,200**	-	**2,769,200**

RESOLUTION # 2023-52
Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF SURPRISE AND GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS)

(BEGINS ON THE NEXT PAGE)

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Agenda Wording:
Consideration and action to grant a no-build easement to Evergreen-Desert Cove & Litchfield Land LLC.

Motion:
I move to approve the No-build Easement Agreement with Evergreen-Desert Cove & Litchfield Land LLC.

Background:
A forty (40) foot no build easement is proposed at the SPA1 Water Treatment Facility (WRF) located southeast of Cactus Road and Litchfield Road. Evergreen-Desert Cove & Litchfield Land LLC currently owns a parcel within the Desert Cove Planned Area Development located south of the SPA 1 WRF along Litchfield Road. This no build easement addresses provisions set forth in Section 507.4 of the 2018 International Building Code, currently adopted by the City of Surprise, which allows Evergreen to increase the size of their proposed building so long as no buildings are constructed closer than 60-feet. The sixty (60) foot buffer requires a forty (40) foot no build easement on the City of Surprise owned parcel to ensure the building code is met.

Objective Analysis:
Approving the no-build easement will allow Evergreen-Desert Cove & Litchfield Land LLC to build their proposed building per the provisions of Section 507.4 of the 2018 International Building Code.

Policy Compliant:
The proposed easement is consistent with the goals and polices of the Surprise General Plan 2035.

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

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

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

ATTACHMENTS:
1. Evergreen Desert Cove SPA 1 WRF No Build Easement - Easement Document
2. Evergreen Desert Cove SPA 1 WRF No Build Easement - PowerPoint

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When Recorded Return to:

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

With copy to:

Evergreen-Desert Cove & Litchfield Land, L.L.C.
2390 E. Camelback Road, Suite 410
Phoenix, Arizona 85016
Attention: Laura Ortiz

NO BUILD EASEMENT AGREEMENT

THIS No Build Easement Agreement ("**Agreement**") is made and entered into as of this _____ day of April, 2023 by and between EVERGREEN-DESERT COVE & LITCHFIELD LAND, L.L.C., an Arizona limited liability company ("**Evergreen**") and CITY OF SURPRISE, ARIZONA, an Arizona municipal corporation (the "**City**").

RECITALS

A. Evergreen is the owner of that certain tract of land described in Exhibit "A" attached to this Agreement (the "**Evergreen Parcel**").

B. The City is the owner of that certain tract of land described in Exhibit "B" attached to this Agreement (the "**City Parcel**", and together with the Evergreen Parcel, the "**Parcels**").

C. The Parcels lie within the jurisdiction of the City.

D. Evergreen wishes to construct a building (the "**Evergreen Building**") near the northern boundary of the Evergreen Parcel.

E. Section 507.4 of the Building Code adopted by the City (the "**Code**") requires that no building be constructed within sixty (60) feet of the Evergreen Building. Because such 60-foot no-build area extends onto the southern portion of the City Parcel, Evergreen and the City have agreed to enter into this No Build Easement Agreement to prohibit construction of any buildings in such area.

F. The City, for the benefit of the Evergreen Parcel, desires to grant a perpetual easement (the "**Easement**") over and across that portion of the City Parcel described in Exhibit "C" attached to this Agreement (the "**Easement Area**"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. GRANT OF EASEMENT. Subject to the terms of this Agreement, the City hereby establishes and grants to and for the benefit of the owners of the Evergreen Parcel, its successors and assigns, the Easement over, across, and under the Easement Area for purposes of prohibiting the construction, installation, or placement of any buildings, structures, or improvements which would cause or result in the Evergreen Building being in violation of Section 507.4 of the Code. This Agreement shall not prevent the Easement Area from being used for driveways, sidewalks, curb and gutter, parking, landscaping, and similar uses which do not constitute buildings or structures as contemplated by the Code.

2. This Agreement shall become effective and binding upon the Parcels at such time as the fully executed and acknowledged Agreement is recorded in the Official Records of Maricopa County, Arizona. This Agreement shall run with the land and shall bind all successors, successors-in-title, and assigns of the Parcels as to the respective rights and obligations set forth herein.

3. If the City ceases to own the City Parcel, this Agreement shall nevertheless not be amended, revoked, or altered without the written consent of the City, in its capacity as the authority responsible for requiring compliance with the Code, endorsed thereon and recorded with the County Recorder in and for Maricopa County, Arizona. Separate from its ownership of the City Parcel, the City will retain the power to enforce the requirements of this Agreement, which power of enforcement shall be in addition to all other legal and equitable remedies available to the City and Evergreen.

4. This Agreement is subject to A.R.S. § 38-511.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this No Build Easement Agreement as of the date and year first above written.

THE CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the _____ day of _____, 2023, before me, the undersigned Notary Public in and for said County and State, personally appeared _____, the _____ of CITY OF SURPRISE, an Arizona municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said State

My Commission Expires:

_____

IN WITNESS WHEREOF, the parties have executed this No Build Easement Agreement as of the date and year first above written.

EVERGREEN:

EVERGREEN-DESERT COVE & LITCHFIELD LAND, L.L.C., an Arizona limited liability company

By: Evergreen Development Company-2022, L.L.C., an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Managing Principal

STATE OF COLORADO)
) ss.
City and County of Denver)

On this the 26th day of April, 2023, before me, the undersigned Notary Public in and for said County and State, personally appeared Tyler Carlson, the Managing Principal of Evergreen Devco, Inc., a California corporation, Manager of Evergreen Development Company-2022, L.L.C., an Arizona limited liability company, Manager of EVERGREEN–DESERT COVE & LITCHFIELD LAND, L.L.C., an Arizona limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the instrument in such person's authorized capacity, and that by his or her signature on the instrument the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JAZZMINE CLIFTON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194022177
MY COMMISSION EXPIRES JUN 12, 2023

_____
Notary Public in and for said State

My Commission Expires: 6-12-2023

Exhibit “A”

Legal Description of Evergreen Parcel

Lot 1, Re-Plat of Desert Cove Commercial Park, according to Book 957 of Maps, Page 40, records of Maricopa County, Arizona.

Exhibit “B”

Legal Description of City Parcel

Assembled Parcel, A Final Plat of the SPA 1 Water Reclamation Facility, according to Book 1288 of Maps, Page 1, recorded as Instrument No. 2016-0638414, records of Maricopa County, Arizona.

EXHIBIT "C"

Easement Area

AN EASEMENT OVER THAT PORTION OF A FINAL PLAT OF THE SPA 1 WATER RECLAMATION FACILITY, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1288 OF MAPS, PAGE 1, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE SOUTH 89 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 55.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF LITCHFIELD ROAD, ALSO BEING THE **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 01 MINUTES 24 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF LITCHFIELD ROAD, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 549.90 FEET;

THENCE SOUTH 00 DEGREES 49 MINUTES 18 SECONDS WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTH 89 DEGREES 10 MINUTES 42 SECONDS WEST, A DISTANCE OF 549.06 FEET TO THE **POINT OF BEGINNING**.

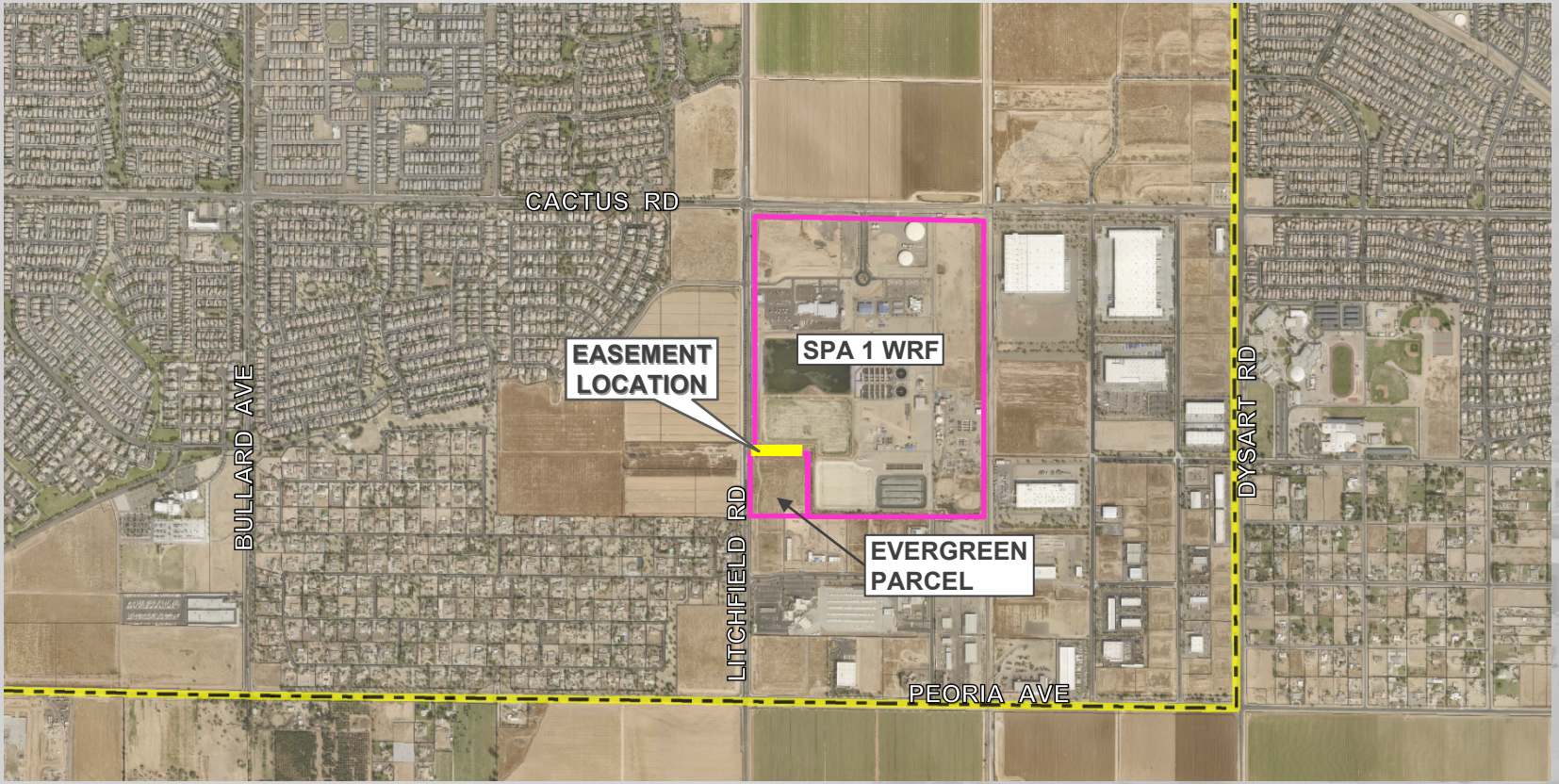
SAID PARCEL CONTAINS 32,969 SQUARE FEET OR 0.757 ACRES, MORE OR LESS.

SURPRISE
ARIZONA

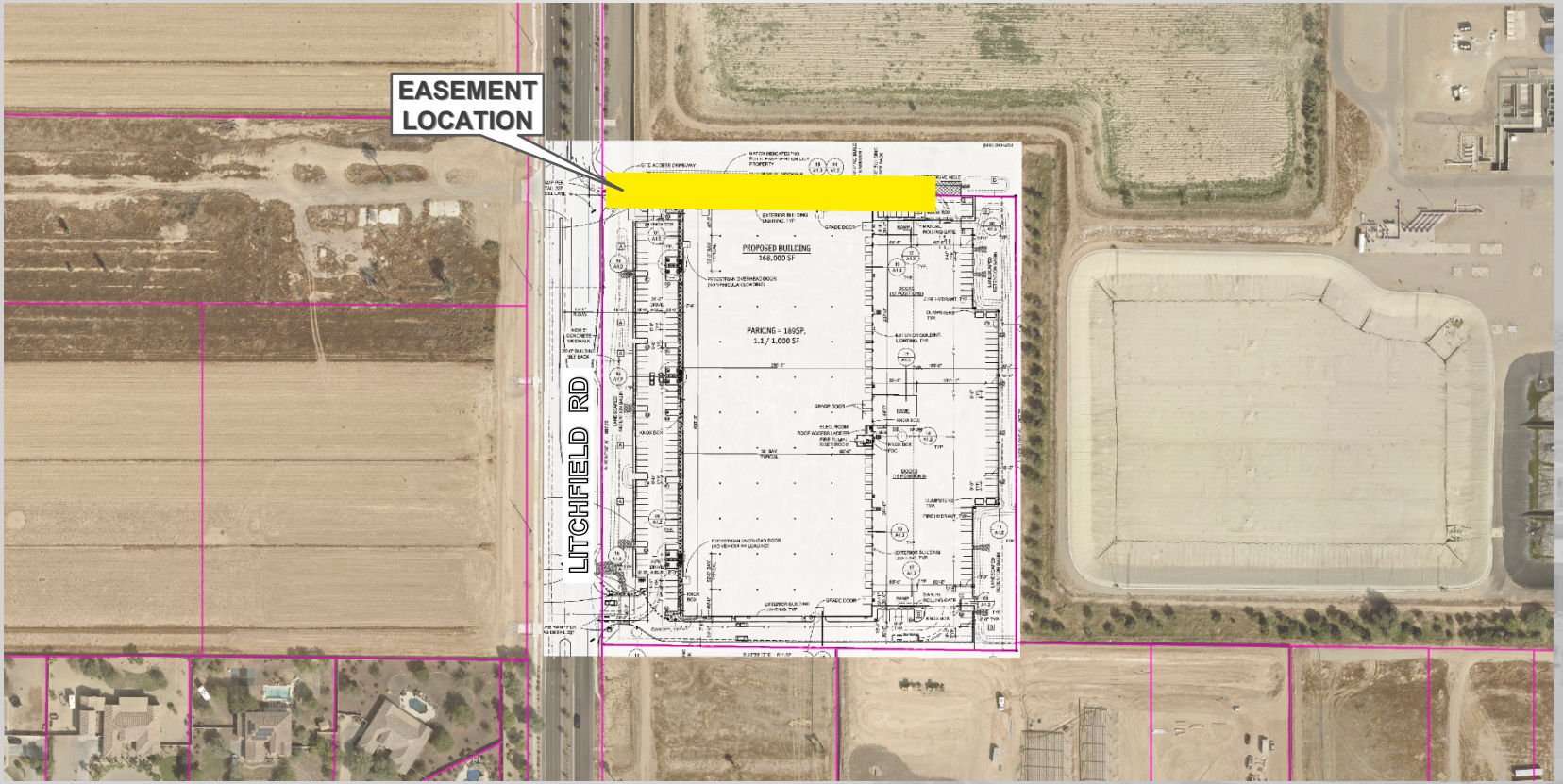
Evergreen Desert Cove SPA 1 WRF No Build Easement

City Council – May 16, 2022

VICINITY MAP



VICINITY MAP



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 6
Staff Recommendations: None

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

Agenda Wording:
Consideration and action to approve an access easement for Evergreen-Desert Cove & Litchfield Land LLC.

Motion:
I move to approve the Access Easement Agreement with Evergreen-Desert Cove & Litchfield Land LLC.

Background:
An approximately 28.19-foot wide access easement is proposed across two parcels located south of Cactus Road and east of Litchfield Road. Evergreen-Desert Cove & Litchfield Land LLC currently owns a parcel within the Desert Cove Planned Area Development along Litchfield Road, south of the City of Surprise SPA1 Water Treatment Facility (WRF). This access easement will provide access to both the proposed Evergreen site and the SPA1 WRF facility. Evergreen will be responsible for constructing the access drive and providing stormwater improvements adjacent to the drive on the city owned parcel.

Objective Analysis:
Approval of the access easement will allow Evergreen-Desert Cove & Litchfield Land LLC to construct the shared drive aisle which will be utilized for both the proposed Evergreen-Desert Cove project and the SPA 1 WRF.

Policy Compliant:
The proposed easement is consistent with the goals and polices of the Surprise General Plan 2035.

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

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

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

ATTACHMENTS:
1. Evergreen Desert Cove SPA 1 WRF Access Easement - Easement Document
2. Evergreen Desert Cove SPA 1 WRF Access Easement - PowerPoint

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When Recorded, Return to:

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

With copy to:

Evergreen-Desert Cove & Litchfield Land, L.L.C.
2390 E. Camelback Road, Suite 410
Phoenix, Arizona 85016
Attention: Laura Ortiz

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made this ____ day of April, 2023, by and between EVERGREEN-DESERT COVE & LITCHFIELD LAND, L.L.C., an Arizona limited liability company ("**Evergreen**") and CITY OF SURPRISE, ARIZONA, an Arizona municipal corporation (the "**City**").

RECITALS

A. Evergreen is the owner of real property located in Maricopa County, Arizona, more particularly described on Exhibit "A" attached hereto (the "**Evergreen Parcel**").

B. The City is the owner of real property located adjacent to, and contiguous with, the Evergreen Parcel and more particularly described on Exhibit "B" attached hereto (the "**City Parcel**").

C. The Evergreen Parcel and the City Parcel (sometimes referred to herein individually as a "**Parcel**" and collectively as the "**Parcels**") are located in Surprise, Arizona on the east side of North Litchfield Road between West Desert Cove Road, to the south, and West Cactus Road to the north, as shown on the site plan attached hereto as Exhibit "C" (the "**Site Plan**").

D. The City and Evergreen have agreed, mutually, to permit vehicular and pedestrian access, ingress, and egress over and across those portions of the City Parcel and the Evergreen Parcel more particularly described on Exhibit "D" attached hereto (the "**Access Drive**") and depicted on the Site Plan, on the terms and conditions set forth in this Agreement.

E. In connection with Evergreen's construction of the Access Drive, Evergreen has agreed to construct a detention basin and relocate a dry well on the City Parcel (the "**Stormwater Improvements**"), both as depicted on the Site Plan.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. Grants of Access Easements.

(a) The City grants to Evergreen, as the owner of the Evergreen Parcel, its successors and assigns, for the use and benefit of Evergreen, its tenants and occupants, and their respective employees, agents, contractors, customers, invitees, and licensees (collectively, "**Evergreen Permittees**"), as an appurtenance to the Evergreen Parcel, a perpetual non-exclusive easement over and across the Access Drive for purposes of vehicular and pedestrian access, ingress, and egress onto the Evergreen Parcel.

(b) Evergreen grants to the City, as the owner of the City Parcel, its successors and assigns, for the use and benefit of the City, its tenants and occupants, and their respective employees, agents, contractors, customers, invitees, and licensees (collectively, "**City Permittees**"), as an appurtenance to the City Parcel, a perpetual non-exclusive easement over and across the Access Drive for purposes of vehicular and pedestrian access, ingress, and egress onto the City Parcel.

(c) The easements granted in this Section 1 (the "**Access Easements**") are non-exclusive, but the Access Drive must at all times remain free of obstructions (excluding temporary and commercially reasonable interruptions of access, as, for example, in connection with underground utility installation or maintenance, or asphalt repaving or resealing, provided that Evergreen and the City each uses commercially reasonable efforts to ensure such activities are conducted in such a manner that minimizes disruption to the continued use and enjoyment of the Access Drive).

2. Temporary Construction Easements.

The City grants to Evergreen as the owner of the Evergreen Parcel, its successors and assigns, for the use and benefit of Evergreen, and the Evergreen Permittees, as an appurtenance to the Evergreen Parcel, an easement (the "**Temporary Construction Easement - Access**") to use as much of the surface of the City Parcel that is adjacent to the Access Drive ("**Easement Adjacent Property**") as may be reasonably necessary to install, maintain, repair or replace the Access Drive, provided that any such use (a) does not materially interfere with any use of the City Parcel by the City, and (b) follows prior written agreement with the City as to the amount of Easement Adjacent Property to be used in each instance. However, Evergreen must promptly restore the Easement Adjacent Property to its previous physical condition if changed by use of the rights granted by this Temporary Construction Easement - Access. The City grants to Evergreen and the Evergreen Permittees an easement (the "**Temporary Construction Easement - Stormwater**") to use as much of the surface of the City Parcel that is adjacent to the Stormwater Improvements as may be reasonably necessary to install the Stormwater Improvements, provided that any such use (c) does

not materially interfere with any use of the City Parcel by the City, and (d) follows prior written agreement with the City as to the amount of the City Parcel to be used. However, Evergreen must promptly restore any damage to the City Parcel resulting from Evergreen's construction of the Stormwater Improvements.

3. Installation and Maintenance.

Evergreen shall cause the Access Drive to be constructed in a good and workmanlike manner at its sole cost and expense. Evergreen shall cause the Access Drive to be reasonably maintained, repaired, and replaced at no expense to the City. Evergreen shall cause the Stormwater Improvements to be constructed in a good and workmanlike manner at its sole cost and expense. Evergreen shall have no obligation to maintain, repair, or replace the Stormwater Improvements, such improvements being the responsibility of the City.

4. Remedies.

(a) If a breach of this Agreement by a party or its Permittees occurs, the other party is entitled to full and adequate relief by all available legal and equitable remedies (which are cumulative with any rights or remedies specified herein) from the consequences of such breach, which remedies shall be limited to injunction, specific performance, and declaratory judgment. In no event shall either party seek or be entitled recover or be awarded any monetary damages for any such breach, except as expressly provided in this Agreement.

(b) In addition to all other available remedies, if a defaulting party fails to cure a breach of this Agreement within thirty (30) days following written notice thereof, the non-defaulting party has the right to perform the defaulted obligation on behalf of the defaulting party and be reimbursed by the defaulting party upon demand for the actual costs of such performance.

(c) Notwithstanding anything to the contrary contained in this Agreement, no default or breach of this Agreement entitles any party to enforce the cancellation, rescission, or termination in whole or in part of this Agreement or of the easements granted herein.

(d) Whenever a conveyance of the entire fee interest of the owner of a Parcel or a portion thereof to an unrelated third party occurs, the transferor will not be liable for performance or a breach of this Agreement occurring after the transfer, and the transferee, by acceptance of the conveyance, becomes liable for the performance of all agreements and obligations contained in this Agreement and relating to the Parcel or portion thereof owned by it during the period of its ownership.

5. Amendment; Termination.

This Agreement may be terminated, amended, or modified only by a writing executed and acknowledged by the owner of the Evergreen Parcel and the portion of the City Parcel on which the Access Drive is located, and recorded in the Official Records of Maricopa County, Arizona, to be effective. This Agreement continues in perpetuity unless it is terminated in writing as set forth in in the preceding sentence.

6. Insurance; Indemnity.

(a) Minimum Insurance Limits. Evergreen shall provide insurance coverage with limits of liability not less than the following. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained herein. The City in no way warrants that the minimum limits contained herein are sufficient to protect Evergreen from liabilities that might arise out of the use of the City Parcel under this Agreement by Evergreen or its agents, employees, or contractors, and Evergreen is free to purchase additional insurance.

i. Commercial General Liability – Occurrence Form. The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

- General Aggregate $ 2,000,000
- Each Occurrence $ 1,000,000
- Products – Completed Operations Aggregate $ 1,000,000

ii. Worker's Compensation and Statutory Employers' Liability. The policy shall include worker's compensation coverage at state statutory minimums.

iii. Business Automobile Liability. The policy shall include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used pursuant to this Agreement.

- Combined Single Limit (CSL) $1,000,000

(b) Contractors; Tenants. Evergreen shall require (i) all contractors or subcontractors engaged in the installation and maintenance of improvements pursuant to this Agreement, and (ii) all tenants, to maintain policies of insurance of the types and in the amounts set forth in Section 6(a) above, and otherwise complying with Section 6(c).

(c) Additional Insureds; Certificates. The City shall be included as an additional insured on the required liability insurance policies. Upon request Evergreen shall deliver to the City certificates of insurance evidencing such coverage.

(d) Changes to Insurance. Any modification or variation from the insurance requirements in this Agreement will require the consent of Evergreen and the City. Such action will not require a formal amendment to this Agreement, but may be made by administrative action.

(e) Indemnity. Evergreen agrees to indemnify, defend, and hold the City, harmless for, from, and against all damages, liabilities, losses and expenses (including reasonable attorneys' fees and costs) from claims made by third parties and arising out of accidents, injuries, loss, or damage caused by the use of the Access Drive by Evergreen or the Evergreen Permittees.

The City agrees to indemnify, defend, and hold Evergreen, harmless for, from, and against all damages, liabilities, losses and expenses (including reasonable attorneys' fees and costs) from claims made by third parties and arising out of accidents, injuries, loss, or damage caused by the use of the Access Drive by the City or the City Permittees.

7. Notices.

Any notice to a party must be in writing and delivered in person, or by reputable nationwide overnight courier (*e.g.*, Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address.

Evergreen: Evergreen-Desert Cove & Litchfield Land, L.L.C.
2390 E. Camelback Road, Suite 410
Phoenix, Arizona 85016
Attn: Laura Ortiz

City: City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374
Attn: City Manager

With copy to: City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: City Attorney

Notices are effective on the date of delivery (or refusal to accept delivery), if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the date of actual delivery (or refusal to accept delivery) as shown by USPS records.

8. Miscellaneous.

This Agreement runs with the land and binds every person having any fee, leasehold or other interest therein and inure to the benefit of the owners of the Parcels, and their respective successors and assigns. Any provision of this Agreement declared invalid may be stricken from this Agreement without impairing the validity of the remainder of this Agreement. Time is of the essence. In the event a legal action is commenced to enforce this Agreement, the parties shall each bear their own attorneys' fees and court costs. This Agreement may be executed in counterparts and the signature and acknowledgment pages combined to form one legally effective document for recording purposes. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. All exhibits attached hereto are incorporated herein by reference. Each party agrees to perform such further acts and execute and deliver such further documents as may be reasonably necessary to carry out the purpose and intent of this

Agreement, including, without limitation, an estoppel statement confirming that this Agreement is in full force and effect, the dates of any notices of breach (and copies thereof) and affirming such other information as is reasonably requested. This Agreement is governed by Arizona law with venue being in Maricopa County, Arizona.

9. Cancellation for Conflict of Interest. This Agreement is subject to A.R.S. § 38-511.

****SIGNATURES APPEAR ON THE FOLLOWING PAGES****

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement as of the date and year first above written.

THE CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the _____ day of _____, 2023, before me, the undersigned Notary Public in and for said County and State, personally appeared _____, the _____ of CITY OF SURPRISE, an Arizona municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said State

My Commission Expires:

_____

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement as of the date and year first above written.

EVERGREEN:

EVERGREEN-DESERT COVE & LITCHFIELD LAND, L.L.C., an Arizona limited liability company

By: Evergreen Development Company-2022, L.L.C., an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Managing Principal

STATE OF COLORADO)
) ss.
City and County of Denver)

On this the 26th day of April, 2023, before me, the undersigned Notary Public in and for said County and State, personally appeared Tyler Carlson, the Managing Principal of Evergreen Devco, Inc., a California corporation, Manager of Evergreen Development Company-2022, L.L.C., an Arizona limited liability company, Manager of EVERGREEN–DESERT COVE & LITCHFIELD LAND, L.L.C., an Arizona limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the instrument in such person's authorized capacity, and that by his or her signature on the instrument the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JAZZMINE CLIFTON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194022177
MY COMMISSION EXPIRES JUN 12, 2023

_____
Notary Public in and for said State

My Commission ~~Expires~~: 6-12-2023

Exhibit “A”

Legal Description of Evergreen Parcel

Lot 1, Re-Plat of Desert Cove Commercial Park, according to Book 957 of Maps, Page 40, records of Maricopa County, Arizona.

Exhibit “B”

Legal Description of City Parcel

Assembled Parcel, A Final Plat of the SPA 1 Water Reclamation Facility, according to Book 1288 of Maps, Page 1, recorded as Instrument No. 2016-0638414, records of Maricopa County, Arizona.

Exhibit “C”

Site Plan

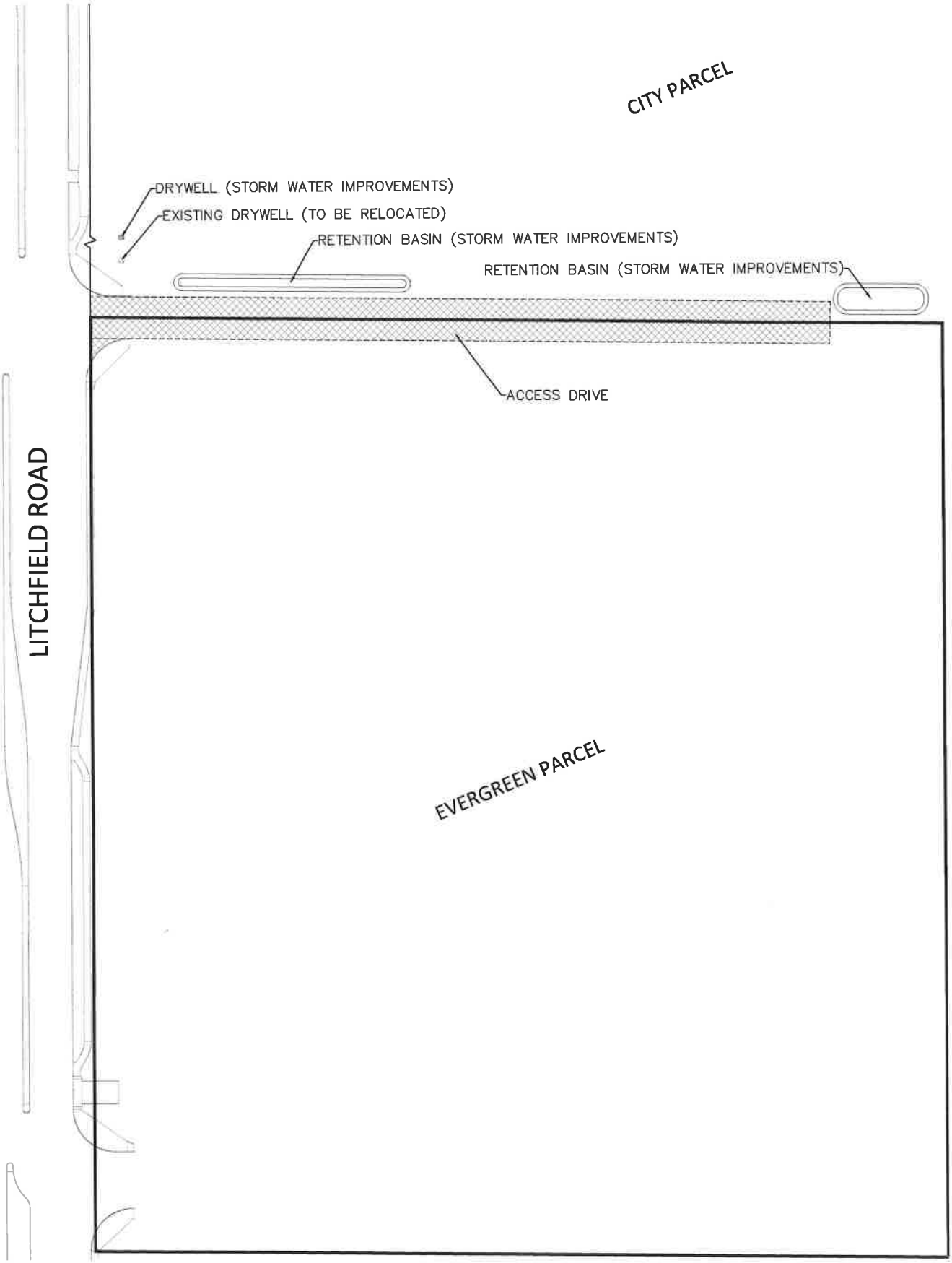

CITY PARCEL
DRYWELL (STORM WATER IMPROVEMENTS)
EXISTING DRYWELL (TO BE RELOCATED)
RETENTION BASIN (STORM WATER IMPROVEMENTS)
RETENTION BASIN (STORM WATER IMPROVEMENTS)
ACCESS DRIVE
LITCHFIELD ROAD
EVERGREEN PARCEL

Exhibit "D"

Legal Description of Access Drive

AN EASEMENT OVER THAT PORTION OF A FINAL PLAT OF THE SPA 1 WATER RECLAMATION FACILITY, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1288 OF MAPS, PAGE 1, AND AN EASEMENT OVER THAT PORTION OF A RE-PLAT DESERT COVE COMMERCIAL PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 957 OF MAPS, PAGE 40, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE SOUTH 89 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 55.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF LITCHFIELD ROAD, ALSO BEING THE **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 01 MINUTES 24 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF LITCHFIELD ROAD, A DISTANCE OF 18.74 FEET;

TO A POINT OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, WITH A CHORD BEARING OF SOUTH 74 DEGREES 50 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 15.10 FEET;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 30.50 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 39 MINUTES 51 SECONDS, A DISTANCE OF 15.26 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 514.47 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 13 SECONDS WEST, A DISTANCE OF 28.19 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 47 SECONDS WEST, A DISTANCE OF 66.50 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 46 SECONDS WEST, A DISTANCE OF 57.97 FEET;

THENCE NORTH 89 DEGREES 10 MINUTES 42 SECONDS WEST, A DISTANCE OF 377.13 FEET;

TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 30.50 FEET, THROUGH A CENTRAL ANGLE OF 63 DEGREES 05 MINUTES 57 SECONDS, A DISTANCE OF 33.59 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00 DEGREES 01 MINUTES 13 SECONDS EAST, A DISTANCE OF 31.70 FEET TO THE **POINT OF BEGINNING**.

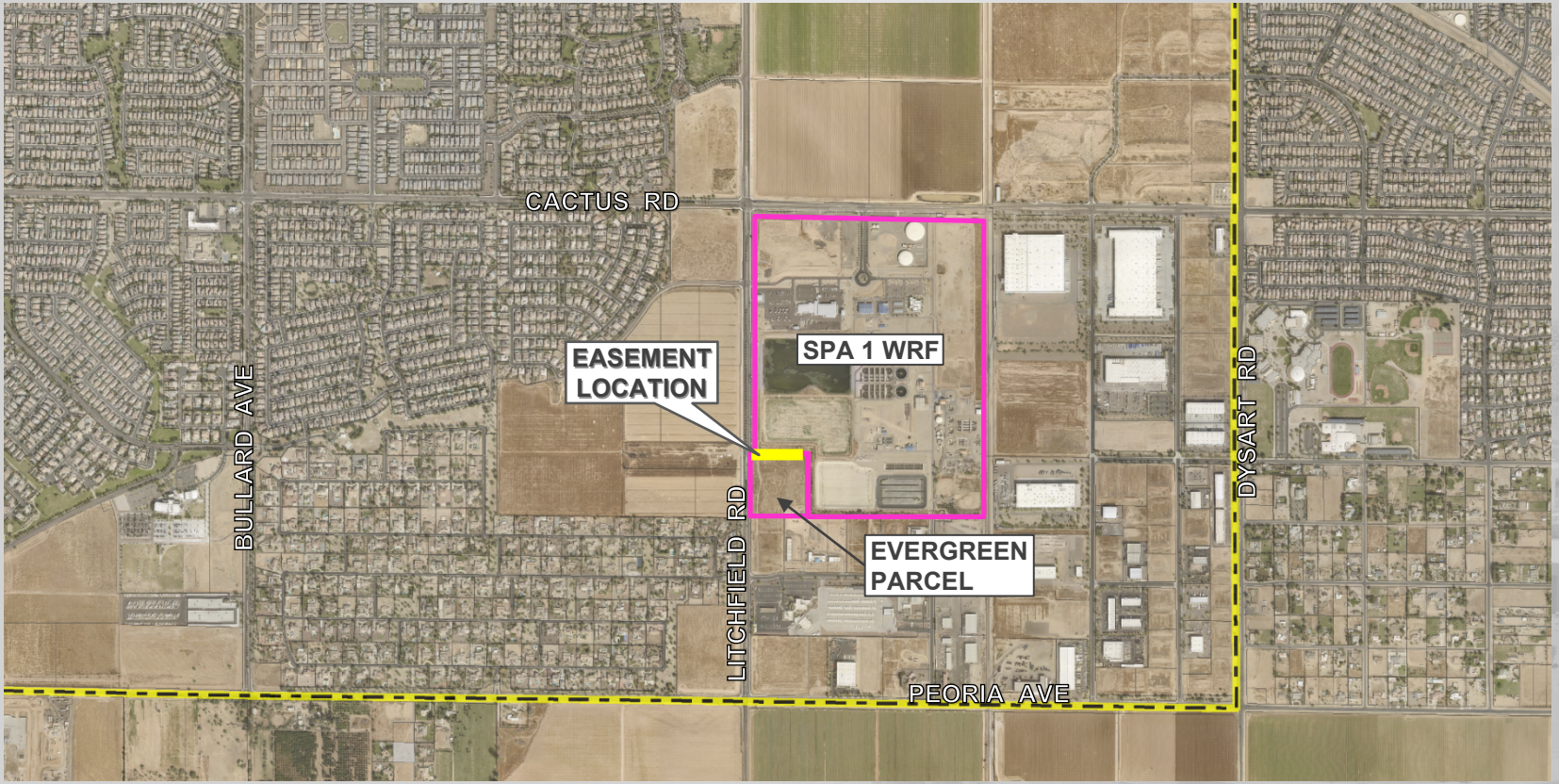
SAID PARCEL CONTAINS 15,905 SQUARE FEET OR 0.365 ACRES, MORE OR LESS.

SURPRISE
ARIZONA

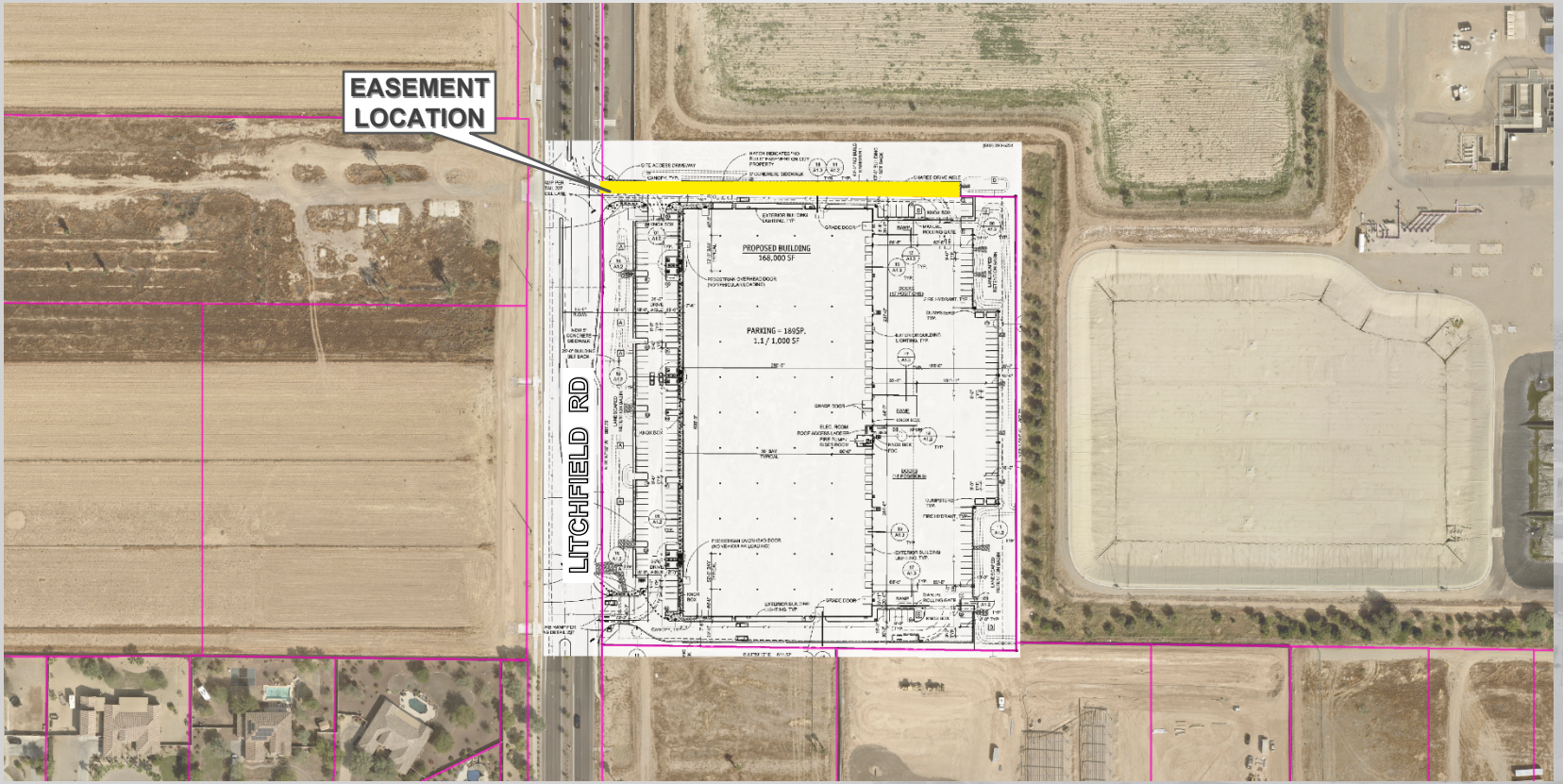
Evergreen Desert Cove SPA 1 WRF Access Easement

City Council – May 16, 2023

VICINITY MAP



VICINITY MAP



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023
Contact Person: Trever Fleetham, PLANNER SENIOR
Submitting Department: Community Development
District: District 3
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to a Major Planned Area Development ("PAD") Amendment to the Prasada PAD to revise the roadway circulation network between Greenway Road and Waddell Road, from Loop 303 to Sarival Avenue; Ordinance #2023-15.

Motion:
I move to approve Ordinance #2023-15.

Background:
Beus Gilbert McGroder, PLLC requests a Major PAD Amendment to the Prasada PAD to revise the roadway circulation network between Greenway Road and Waddell Road, from Loop 303 to Sarival Avenue. The revisions include upgrading Prasada Parkway to a 5-lane major arterial road, and downgrading Sarival Avenue to a 3-lane major collector road.

Objective Analysis:
This Major PAD Amendment would allow the developers of the subject area to construct Sarival Ave to a 3-lane major collector roadway standard, and construct Prasada Pkwy to a 5-lane major arterial roadway standard to better centralize the commercial traffic internal to the Prasada development and away from the existing residential developments to the east.

Policy Compliant:
The requested Major PAD Amendment, as outlined and detailed in the amendment document, is consistent with the Surprise Land Development Ordinance, the Prasada PAD, and advances the goals and policies of the General Plan.

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-1573 Prasada Major PAD Amendment - Staff Report 051623 CC
2. 01 - FS22-1573 Prasada Major PAD Amendment - Vicinity Map
3. 02 - FS22-1573 Prasada Major PAD Amendment - Zoning Map
4. 03 - FS22-1573 Prasada Major PAD Amendment - Narrative and PAD Amendment Document
5. 04 - FS22-1573 Prasada Major PAD Amendment - Traffic Impact Analysis
6. 05 - FS22-1573 Prasada Major PAD Amendment - Citizen Participation Report
7. 06 - FS22-1573 Prasada Major PAD Amendment - Affidavit of Site Posting
8. 07 - FS22-1573 Prasada Major PAD Amendment - Ordinance
9. FS22-1573 Prasada Major PAD Amendment - 051623 CC

MAJOR PAD AMENDMENT

REPORT TO THE CITY COUNCIL

Case:	**FS22-1573**
Project Name:	Prasada Major PAD Amendment – Sarival Ave & Prasada Pkwy
Council District:	3 – Mesquite
Meeting Date:	**May 16, 2023**
Planner:	Trever Fleetham, AICP
Owner:	Suburban Land Reserve, LLC
Applicant:	Beus Gilbert McGroder, PLLC
Request:	Major Planned Area Development (PAD) Amendment to the Prasada PAD to revise the roadway circulation network between Greenway Road and Waddell Road, from Loop 303 to Sarival Avenue.
Site Location:	Generally located between Greenway Road, Sarival Avenue, Waddell Road, and Loop 303, within the Prasada PAD.
Site Size:	290 gross acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035.
Support/Opposition:	See attached Citizen Participation Report
Commission Recommendation:	The Commission recommended **approval** of case **FS22-1573**, subject to stipulations ‘a’ and ‘b’.

Project Description:

Beus Gilbert McGroder, PLLC requests a Major PAD Amendment to the Prasada PAD to revise the roadway circulation network between Greenway Road and Waddell Road, from Loop 303 to Sarival Avenue. The revisions include upgrading Prasada Parkway to a 5-lane major arterial road, and downgrading Sarival Avenue to a 3-lane major collector road.

Background:

June 22, 2006: The Mayor and City Council approved the Prasada Planned Area Development under case PAD05-465, Ordinance #06-26.

September 14, 2006: The subject property was annexed into the City of Surprise under Ordinance #06-42.

December 5, 2022: The applicant submitted for a Major PAD Amendment to the Prasada PAD under case FS22-1573, the subject case.

March 22, 2023: The applicant held an in-person neighborhood meeting at Cimarron Springs Middle School to discuss the proposed application.

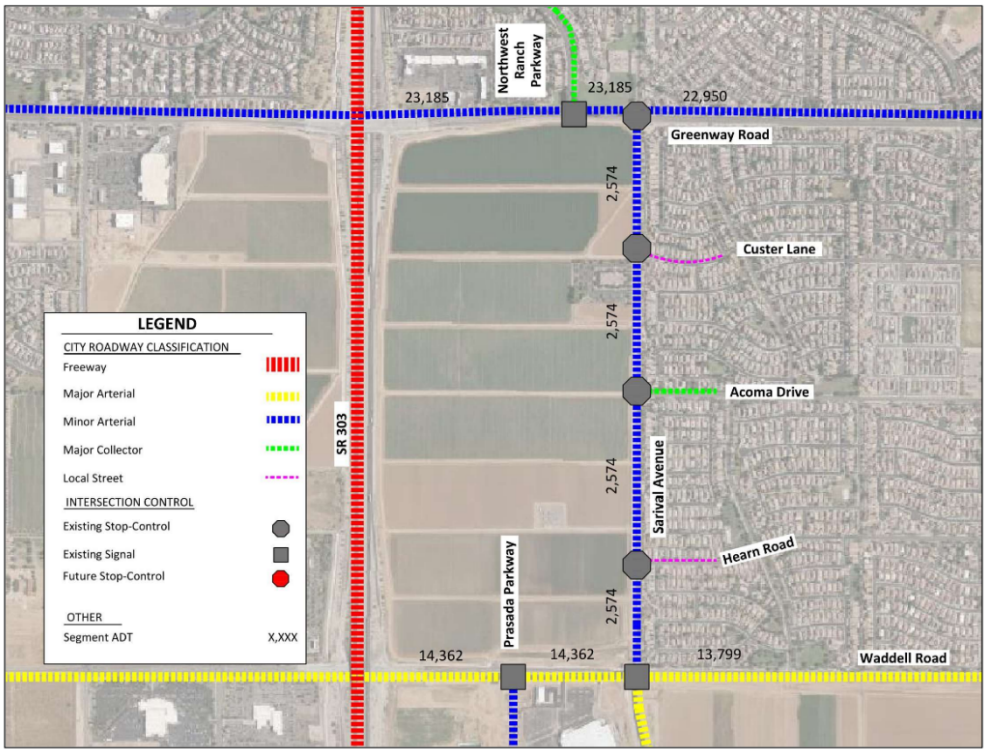
March 23, 2023: The applicant held a virtual neighborhood meeting to discuss the proposed application.

Analysis and Discussion:

When the Prasada PAD was originally approved in 2006, it was accompanied by a Traffic Impact Analysis (TIA) to address traffic and transportation impacts of the Prasada development on surrounding streets and intersections. This TIA identified major arterial roadways adjacent to Prasada that were planned as six (6) lane facilities. These roadways are Waddell Road, Cactus Road, Reems Road, Cotton Lane, and Sarival Avenue.

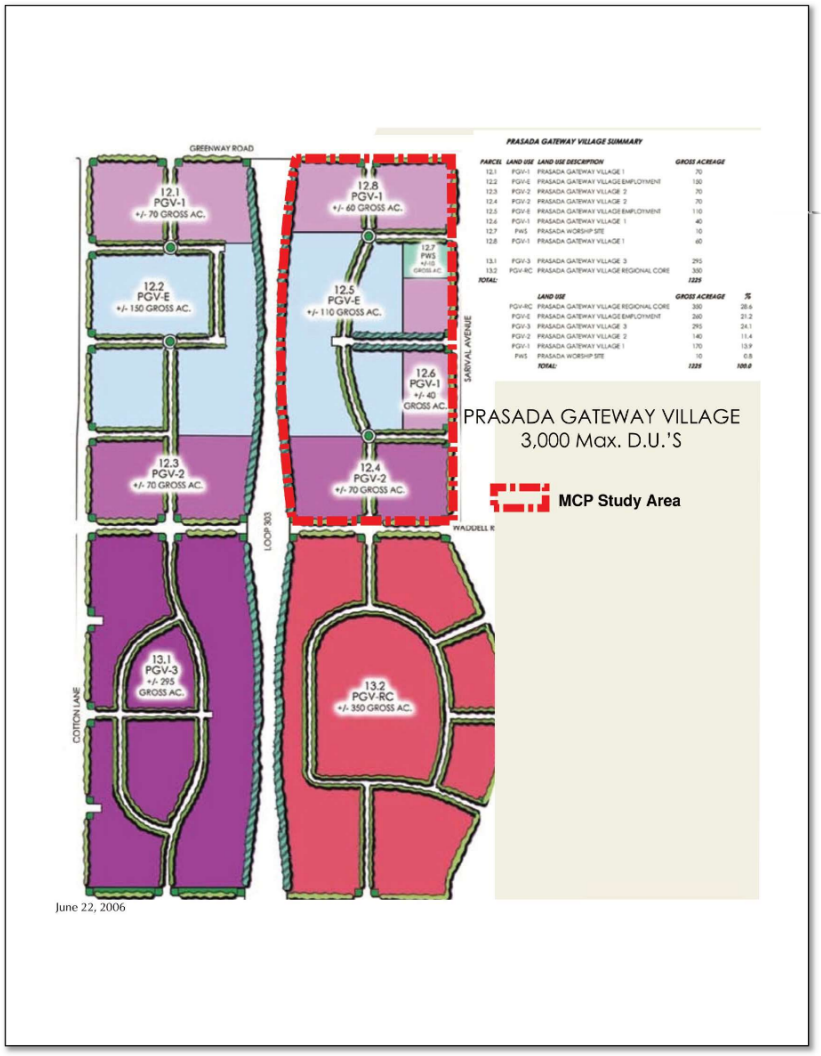
Of these, only Sarival Avenue from Greenway Road to Waddell Road is part of the study area subject to this amendment request. Parallel to Sarival Avenue and within the study area is another roadway alignment known as Prasada Parkway. This roadway is planned as a three (3) lane major collector facility.

Figure 4: Existing Roadway Network and ADT



The study area is bounded by Greenway Road to the north, Sarival Avenue to the east, Waddell Road to the south, and Loop 303 to the west. This area is within the Prasada Gateway Village (PGV) of the overall Prasada development, which is largely planned for commercial and employment uses. At this time, the study area is predominately undeveloped farm land, with the exception of a church site, though development proposal are currently in planning and review stages.

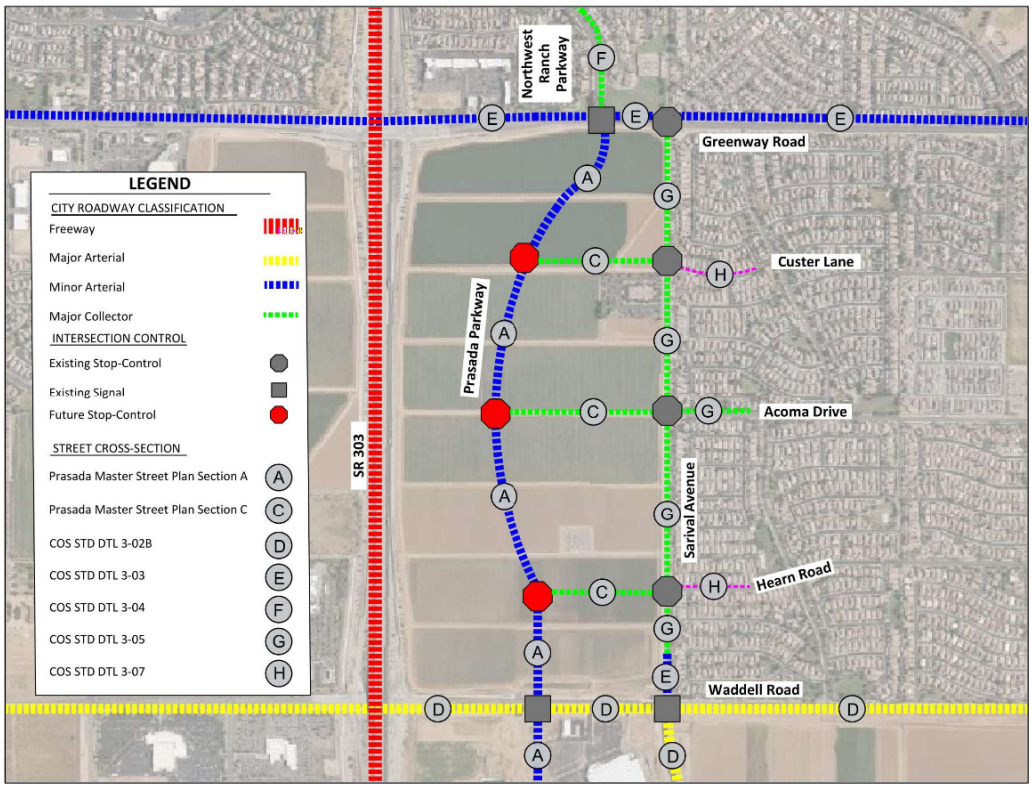
Figure 2: Prasada Gateway Village Zoning Map



As such, the developers desire revisions to this roadway circulation network. The applicant is requesting that Sarival Avenue, which terminates at Greenway Road, be downgraded from a 6-lane major arterial road to a 3-lane major collector road. Sarival Ave separates this commercial and employment area of Prasada from the existing residential neighborhoods of Legacy Parc to the east. The applicant believes this change will be more conducive to residential-type circulation and traffic.

Prasada Parkway is then proposed to be upgraded from a 3-lane major collector road to a 5-lane minor arterial road. This roadway would become the primary route for the commercial traffic produced by the developments within Prasada. At the intersection of Waddell Road on the south end of the study area, Prasada Parkway will align with the existing leg of this same roadway that extends south through the newly developed Regional Shopping Center. On the north end at Greenway Road, Prasada Parkway will align with the existing signalized intersection at Northwest Ranch Parkway.

Figure 5: Planned Roadway Network



An updated high-level TIA was prepared and approved in conjunction with this application. This analysis found that at buildout of the study area, the proposed roadway classifications are adequate to carry the maximum expected average daily trips (ADT). The TIA also found that Northwest Ranch Parkway, from Greenway Road to Bell Road, will not be an attractive route for regional vehicle or truck traffic traveling to/from the study area. This was a concern of the residents of Northwest Ranch to the north of the study area due to Prasada Parkway being proposed to connect to the Northwest Ranch Parkway alignment.

Utility and Services Table:

Electric:	APS
Water:	EPCOR
Wastewater:	City of Surprise
School District	Dysart Unified School District

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Commerce & Office Character Area, which can accommodate a variety of land uses. The General Plan states that these areas are "intended to provide opportunities for a mixture of commercial and retail uses, office and employment areas, higher density housing, hospitality developments, government and civic uses, educational and medical campuses, and entertainment choices to encourage a true live, work play environment." The site is also located with the Transit Oriented Development (TOD) overlay and the 303 Corridor Employment Growth Area, which is "expected to be a prestigious corporate center and high density development area."

As such, the proposed Major PAD Amendment demonstrates consistency with this land use category and advances the goals and policies of the General Plan.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Maricopa Water District, Arizona Department of Transportation (ADOT) and Luke AFB were included in the routing of this request. These agencies indicated no objections to the request.

Citizen Outreach:

The applicant held neighborhood outreach meetings on March 22, 2023 at 6pm at the Cimarron Springs Middle School and March 23, 2022 virtually. The meetings were posted and noticed in compliance with the LDO and State Statute, thought the applicant did elect to double the noticing area from 300 feet to 600 feet. The applicant felt this was important to ensure the residents of Legacy Parc and Northwest Ranch were notified of this request.

There were eight (8) members of the public in attendance at the in-person meeting, and nine (9) in attendance during the virtual meeting. Questions/concerns posed by the attendees included topics of signals and traffic control, nature of the TIA, increased traffic on Northwest Ranch Pkwy, truck traffic, timing, and developments. See the attached Citizen Participation Report for a detailed summary.

Summary:

The proposed Major PAD Amendment to the Prasada PAD to revise the roadway circulation network between Greenway Road and Waddell Road, from Loop 303 to Sarival Avenue is consistent with the intent of the Prasada PAD and Surprise General Plan 2035.

Findings:

- The proposed Major PAD Amendment is consistent with, and will advance the goals and policies of, the Surprise General Plan 2035.

Commission Recommendation:

Based on the findings noted above, the Planning & Zoning Commission recommended the City Council **approve** case FS22-1573 subject to stipulations 'a' and 'b' as follows:

a. Development and use of the site shall be consistent with the PAD Amendment document entitled “Major Amendment to Prasada PAD (Prasada Gateway Village)”, prepared by Beus Gilbert McGroder PLLC, dated February 24, 2023.

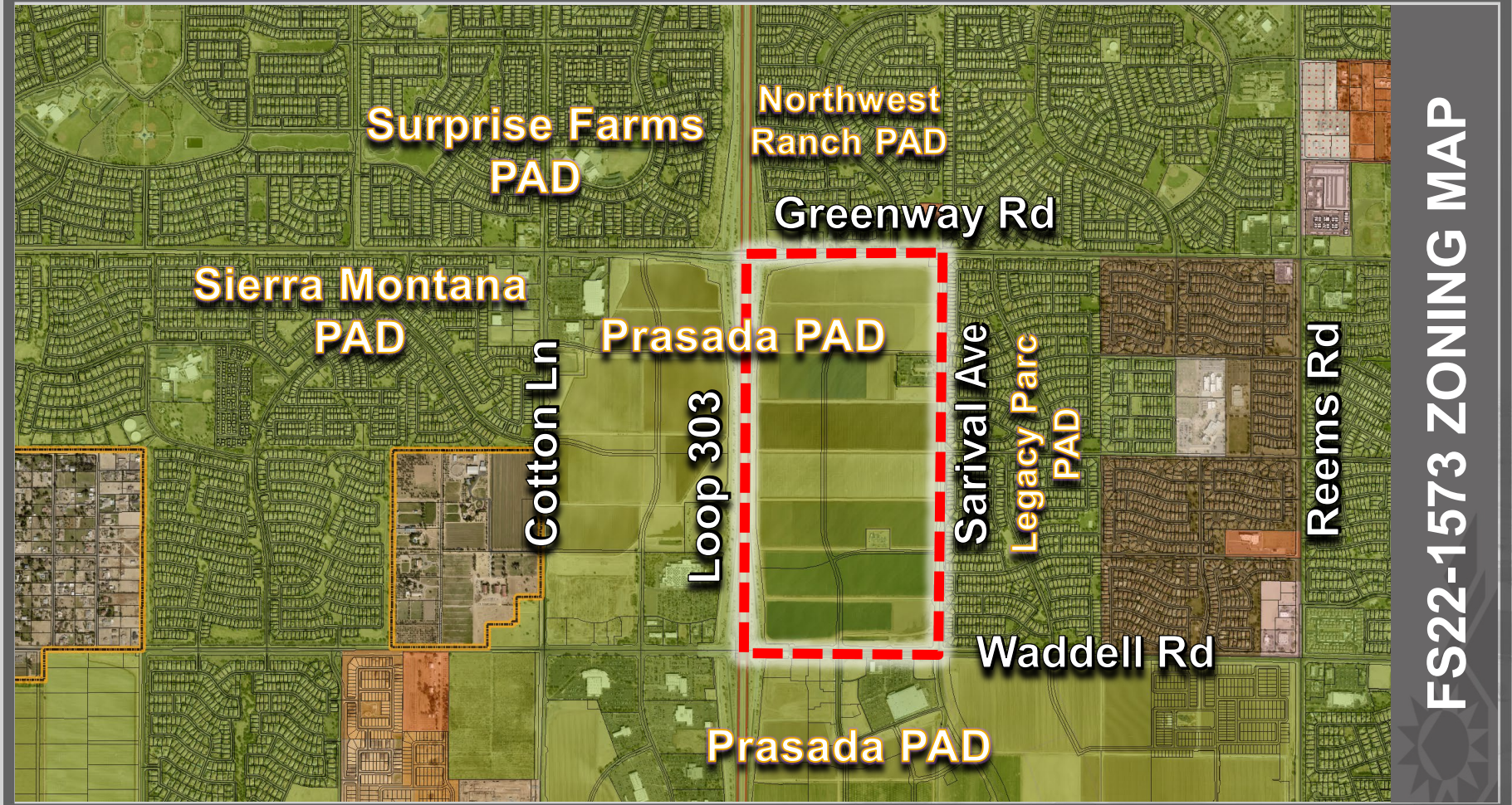
b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

However, should the Council wish to **deny** the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Narrative and PAD Amendment Document
04 Traffic Impact Analysis
05 Citizen Participation Report
06 Affidavit of Site Posting
07 Ordinance
PPT

FS22-1573 VICINITY MAP


Surprise Farms PAD
Northwest Ranch PAD
Greenway Rd
Sierra Montana PAD
Prasada PAD
Cotton Ln
Loop 303
Sarival Ave
Legacy Parc PAD
Reems Rd
Waddell Rd
Prasada PAD
FS22-1573 ZONING MAP

Major Amendment to Prasada PAD

(Prasada Gateway Village)

Case: FS22-1573

Original Zoning Case PAD05-465

Approved June, 22, 2006

February 24, 2023

Submitted By:

Beus Gilbert McGroder PLLC
Paul E. Gilbert and Andy Jochums
701 N 44th Street
Phoenix AZ 85008

Submitted For:

Suburban Land Reserve
Daniel Owen
51 S. Main Street
Salt Lake City, UT 84111

Simon CRE
Josh Simon and Ben Millick
6900 E 2nd Street
Scottsdale, AZ 85251

Background:

The Prasada master planned community's Planned Area Development ("PAD") zoning was established via case number PAD05-0465 in 2006. This PAD set forth the allowed uses as well as development and design standards for an overall project of 3,355 acres. Pursuant to the PAD, Prasada was divided into three distinct components: a 1225-acre Gateway Village, which is primarily mixed use and will include the commercial core; a 530-acre Urban Village that is primarily urban residential transitioning into vertical mixed use at the western edge; and a 1600-acre predominantly residential Lake Village.

As part of the PAD, the Prasada zoning approval contemplated the necessary infrastructure needed to support the large community, including the circulation network. A TIA was provided to (1) *To evaluate lane requirements on all existing roadway links and at all existing intersections within the study area;* (2) *To recommend necessary lane configurations at study area intersections adjacent to the proposed development in order to provide acceptable future levels of service*; and (3) *To determine appropriate functional classification and cross-section of all study area roadways for the analysis year.* It was determined that certain roadways, including Waddell Road, Cactus Road, Cotton Lane, Sarival Avenue and Reems Road be designed as "six lane facility" major arterial roadways per the City of Surprise 2030 Roadway Plan. Pursuant to these plans, the Prasada PAD included a Master Street Plan including preliminary geometry for street intersections.

Request:

This Major PAD Amendment seeks to reconsider the circulation network of the Prasada Gateway Village, specifically Sarival Avenue and Prasada Parkway as they run parallel between Greenway Road on the north and Waddell Road on the south. It is proposed that Prasada Parkway be upgraded to a 5-lane major arterial to serve as the major north-south connection between Greenway Road and Waddell Road, allowing Sarival Avenue to be downgraded to a 3-lane major collector.

Major Amendment to Prasada PAD

(Prasada Gateway Village)

Case: FS22-1573

Original Zoning Case PAD05-465

Original Approval June, 22, 2006

Amendment Approval _____

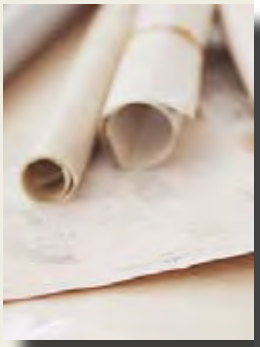
Amended Text of Page 114

CIRCULATION PLAN

*The Master Street Plans for the Prasada Gateway Village and the Prasada Urban Village are included in Appendix B.

Kimley-Horn and Associates, Inc. prepared a traffic impact analysis(TIA) for Prasada, dated October 2005. The purpose of this study is to address traffic and transportation impacts of the proposed development on surrounding streets and intersections. This traffic impact study was prepared based on the criteria set forth by the City of Surprise. The specific objectives of this study are:

- To evaluate lane requirements on all existing roadway links and at all existing intersections within the study area;
- To recommend necessary lane configurations at study area intersections adjacent to the proposed development in order to provide acceptable future levels of service; and
- To determine appropriate functional classification and cross-section of all study area roadways for the analysis year.



Based on the analysis, the major arterial roadways should be planned as six lane facilities, per the City of Surprise standards. These major arterial roadways adjacent to Prasada are: Waddell Road, Cactus Road, Reems Road, Cotton Lane and Sarival Avenue.* Waddell Road, Cactus Road, Cotton Lane, Sarival Avenue* and Reems Road have been designated as major arterials per the City of Surprise 2030 Roadway Plan. These are regional roadway designations to serve Prasada and neighboring residents by year 2030. Greenway Road should be planned as a minor arterial roadway with four lanes, with the exception of the portion between Cotton Lane and Sarival Avenue, which would require a six lane cross-section. Minor arterial roadways adjacent to Prasada which are planned as four lane facilities are: Greenway and Perryville Roads, Peoria Avenue and a portion of Citrus Road. *Between Greenway Road on the north and Waddell Road on the south, Sarival Avenue shall be a collector and Prasada Parkway shall serve as the arterial.

Peoria Avenue and Perryville Road should be planned as minor arterial roadways with four travel lanes. Based on the City's draft 2030 Roadway Plan, Citrus Road is shown as a minor arterial. The currently proposed Citrus Road alignment bisects Sections 22 and 23, effectively cutting the core of the Prasada Lake Village into two separate areas with little integration. As an alternative, Prasada Lake Village proposes to utilize Citrus Road as the southern entry point into the heart of the community, where it intersects with and becomes a curvilinear collector that wraps around the individual neighborhoods, creating a welcoming paseo for residents and their guests to enjoy. Accordingly, Citrus Road should be planned as a minor arterial from Waddell Road to Cactus Road, and from Cactus to Peoria becoming a collector roadway. In order to accommodate the regional commercial core, Sarival Avenue is proposed to be realigned, curving to the east. Because it provides significant access into the regional core, Sarival Avenue is designated as a six lane, major arterial roadway through Prasada. The intersections of Sarival Avenue at Cactus and Waddell Roads will be maintained in the existing alignments. Allowing Sarival to curve to the east between Waddell and Cactus provides the area necessary for the regional core on the inside of the curve and creates an area for transitional mixed-use development and higher density residential along the outside of the curve. For additional information, refer to the Traffic Impact

Prasada Gateway Village

Master Circulation Plan

Prepared for

6900 E 2nd Street
Scottsdale, AZ 85251
T: 480.556.8664
Contact: Mr. Ben Millick

Prepared by

Submitted to

City of Surprise

3rd Submittal
March 24, 2023

SURPRISE APPROVAL

THIS REPORT HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO THE ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN REPORTS FOUND TO BE IN VIOLATION OF LAWS OR ORDINANCES.

_____

CITY OF SURPRISE ENGINEER

14050 N 83rd Ave, Suite 290, Peoria, AZ 85381
Contact: Scott Kelley, PE, PTOE | 602-499-1339 | scottk@greenlightte.com
PN 221130

Table of Contents

1 Introduction 1

2 Study Area 1

3 Existing Conditions 4

3.1 Site Conditions 4
3.2 Existing Roadway Network and Volumes 4
3.3 Roadways and Classifications 4
3.4 Intersections 6

4 Proposed Project 7

4.1 Land Use 7
4.2 Circulation and Access Plan 7
4.3 Traffic Analysis Zones 11
4.4 Trip Generation, Distribution, and Assignment 11

4.4.1 Site Trips 11
4.4.2 TAZ Internal Capture 11
4.4.3 Internal-Internal Trips 11
4.4.4 Internal-External Trips 11

4.5 Roadway Segment Capacity Analysis 16

5 Findings and recommendations 17

List of Figures

Figure 1: Study Area 1
Figure 2: Prasada Gateway Village Zoning Map 2
Figure 3: Study Area Conceptual Land Use Plan 3
Figure 4: Existing Roadway Network and ADT 5
Figure 5: Planned Roadway Network 9
Figure 6: Street Cross Sections 10
Figure 7: Site Traffic Analysis Zones (TAZs) 13
Figure 8: Site Trip Distribution and ADT 14
Figure 9: Forecasted ADT 15

List of Tables

Table 1: Trip Generation Summary 12
Table 2: External Trip Distribution 13
Table 3: Summarized City of Surprise Service Volumes and LOS 16
Table 4: Planning-Level Roadway Segment LOS 16

List of Appendices

Appendix A: PGV Conceptual Land Use Plan ..... A
Appendix B: Trip Generation ..... B
Appendix C: Surprise General Plan 2035 Service Volumes and LOS Table C
Appendix D: Origin-Destination Matrix ..... D
Appendix E: Existing Traffic Volumes ..... E
Appendix F: RTC to Submittal 1 & 2 ..... F

1 INTRODUCTION

The Prasada Gateway Village (PGV) is highly integrated master planned community, providing the City of Surprise with an array of opportunities for employment, retail and shopping, recreation, and entertainment, as well as a diversity of neighborhood and housing choices. Globally, PGV (Figure 2) is approximately 1,225 acres located along the Loop 303 between Greenway Road and Cactus Road. It will be developed as an urban-influenced entertainment, shopping, living, and employment destination.

This Master Circulation Plan (MCP) was completed to support the PGV Planned Area Development (PAD) amendment. The PAD amendment seeks to update the Prasada Parkway classification from a 3-lane Major Collector to a 5-lane Minor Arterial between Waddell Road and Greenway Road; and update the Sarival Avenue classification from a 5-lane Minor Arterial to a 3-lane Major Collector from the southern driveway of the Prasada North development (Prasada North) - just north of Waddell Road - to Greenway Road. This MCP provides a high-level analysis of average daily traffic (ADT) to confirm that the changes in the Prasada Parkway and Sarival Avenue classifications will adequately carry the expected ADT.

The MCP evaluated the trip generation potential of the remaining undeveloped areas within the study area and estimated the performance of the major roadway network at buildout.

2 STUDY AREA

The study area is focused on the northeastern subregion of the overall PGV PAD where changes to the Prasada Parkway and Sarival Avenue roadway classifications are being evaluated. It is bounded by Greenway Road to the north, Waddell Road to the south, State Route 303 Loop (SR 303L) to the west, and Sarival Avenue to the east (Figure 1). The study area includes 290 acres of the total PGV development. The Study Area Conceptual Land Use Plan is shown in Figure 3.

Figure 1: Study Area

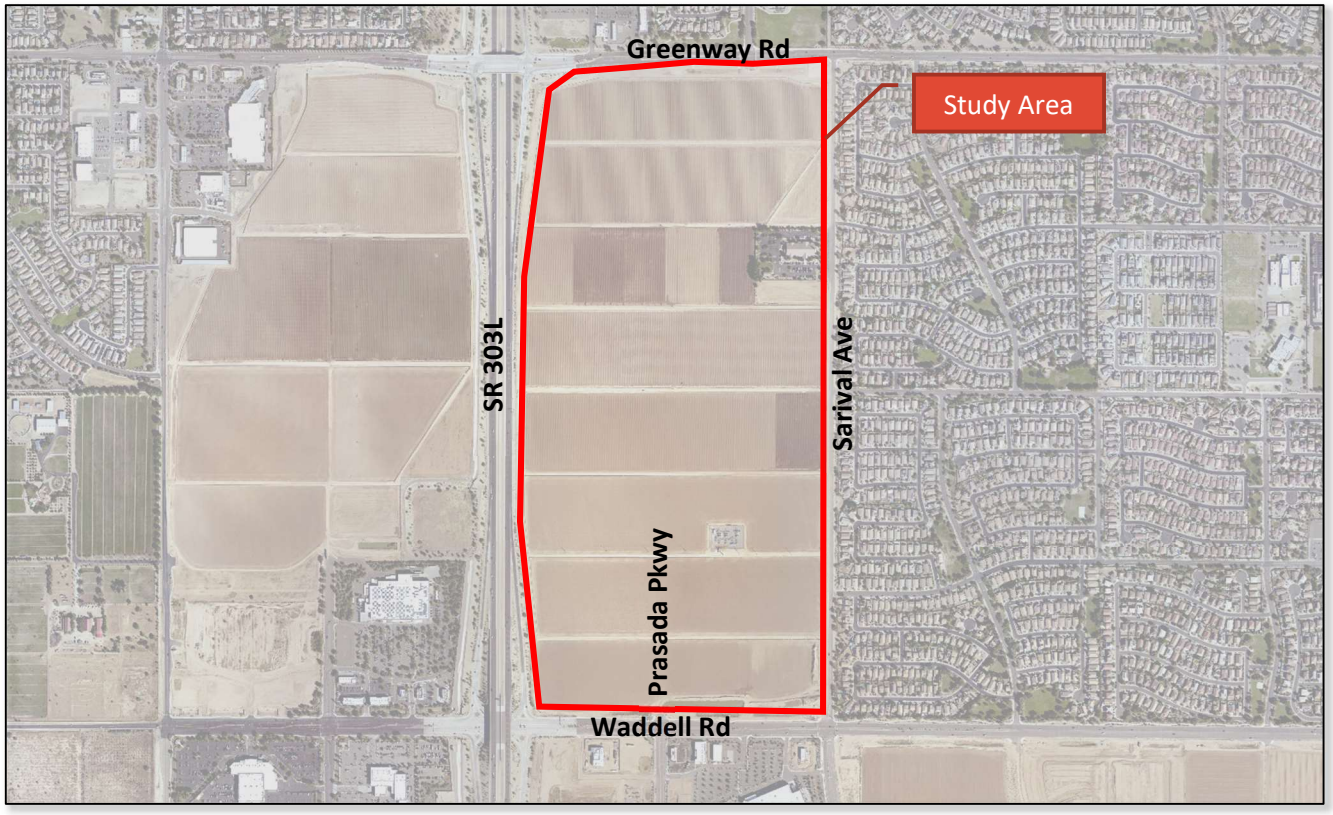


Figure 2: Prasada Gateway Village Zoning Map

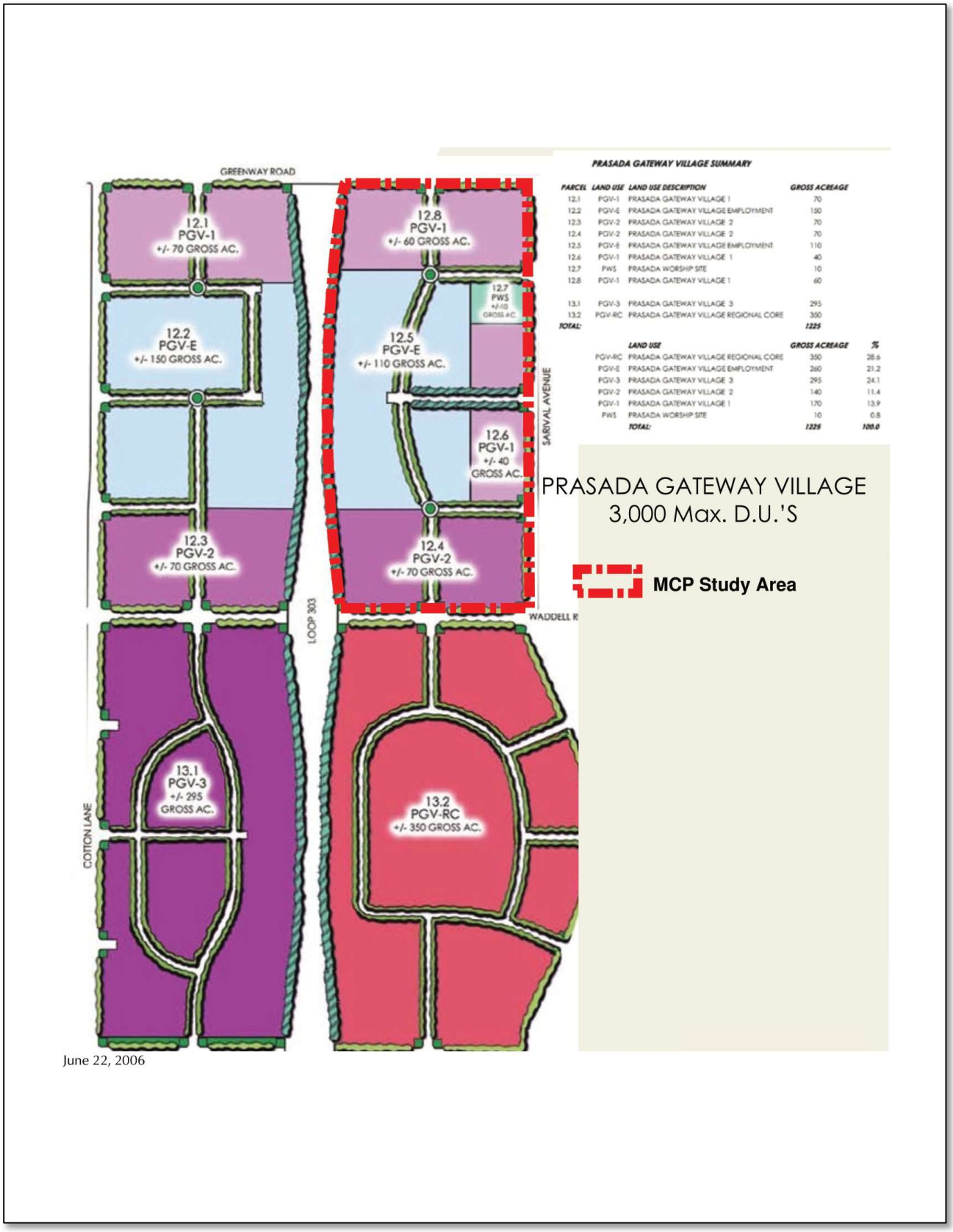
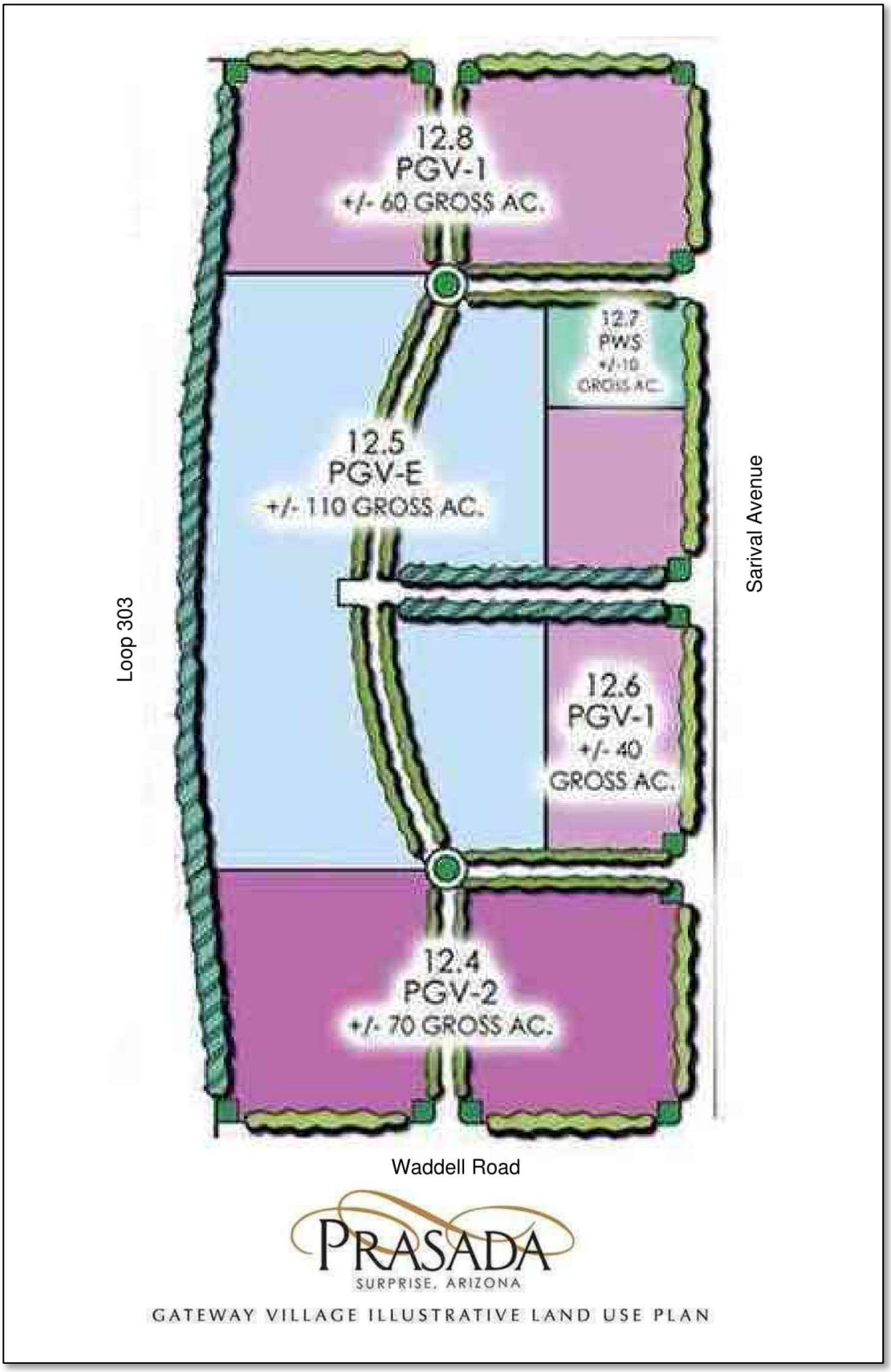


Figure 3: Study Area Conceptual Land Use Plan



3 EXISTING CONDITIONS

3.1 Site Conditions

The majority of the land within the study area is currently used for agriculture. A church on approximately 5.35 acres exists on the southwest corner of Sarival Avenue and Custer Lane. An internal roadway network has not been constructed within the study area.

3.2 Existing Roadway Network and Volumes

The existing roadway network and ADT along Waddell Road, Sarival Avenue and Greenway Road are shown in Figure 4. ADTs were taken from the City of Surprise 2022 Traffic Management Map (July 7th, 2022), which is included in Appendix E.

3.3 Roadways and Classifications

Prasada Parkway is a paved, north-south roadway with two general purpose lanes in each direction separated by a Two Way Left-Turn Lane (TWLTL) south of Waddell Road. The existing cross section includes pavement, curb, gutter and sidewalk. The posted speed limit on Prasada Parkway is 35 miles per hour (mph). Prasada Parkway is not constructed between Waddell Road and Greenway Road.

Sarival Avenue is a paved, north-south roadway with one general purpose lane in each direction. The existing cross section includes pavement and dirt shoulder on the west side. Curb, gutter, and sidewalk exists on the east side of the roadway north of Waddell Road. The posted speed limit on Sarival Avenue is 35 mph. Sarival Avenue is constructed as a two-lane roadway currently, north of Waddell Road. Sarival Avenue, north of Waddell Road, is classified as minor arterial (COS STD DTL 3-03) based on the City of Surprise Supplemental Engineering Development Standard Details for Public Works Construction (January 2022). Sarival Avenue, south of Waddell Road, is classified as major arterial (COS STD DTL 3-02B) based on the City of Surprise Supplemental Engineering Development Standard Details for Public Works Construction (January 2022).

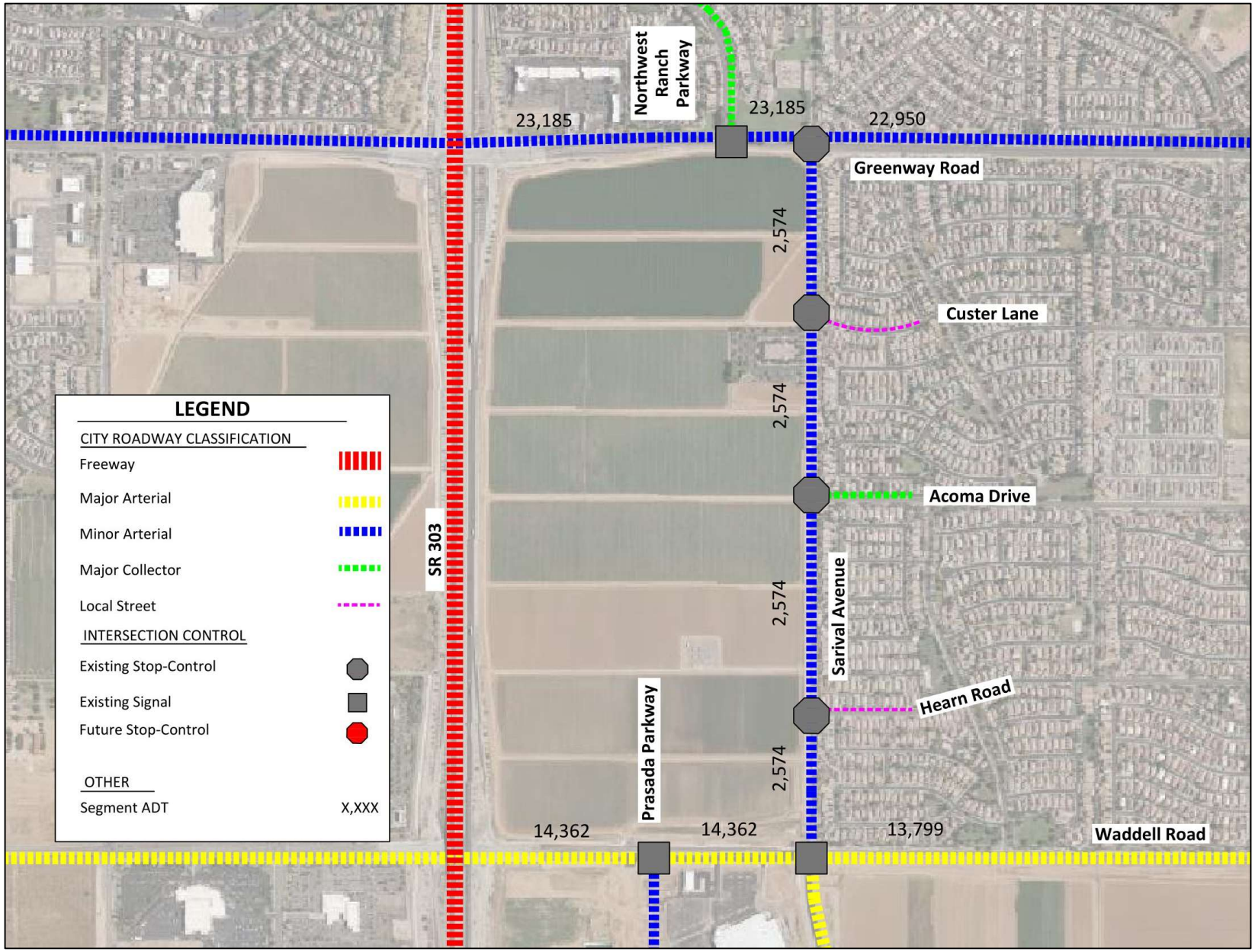
Waddell Road is a paved, east-west roadway with three general purpose lanes and one bike lane in each direction separated by a raised median. The existing cross section includes pavement, curb, gutter, and sidewalk on both sides of the roadway. The posted speed limit on Waddell Road is 35 mph west of SR 303L and 45 mph east of SR 303L. Waddell Road is classified as major arterial (COS STD DTL 3-02B) based on the City of Surprise Supplemental Engineering Development Standard Details for Public Works Construction (January 2022).

Greenway Road is a paved, east-west roadway with two general purpose lanes and one bike lane in each direction separated by a raised median. The existing cross section generally includes pavement, with curb, gutter, and sidewalk on both sides of the roadway. The posted speed limit on Greenway Road is 45 mph. Greenway Road is classified as minor arterial (COS STD DTL 3-03) based on the City of Surprise Supplemental Engineering Development Standard Details for Public Works Construction (January 2022).

Hearn Road is a paved, east-west roadway with one lane in each direction, east of Sarival Avenue. The existing cross section includes pavement, curb, gutter, and sidewalk on both sides of the roadway. There is no posted speed limit on Hearn Road. Hearn Road, east of Sarival Avenue, is classified as a 2-lane local street (COS STD DTL 3-07) based on the City of Surprise Supplemental Engineering Development Standard Details for Public Works Construction (January 2022).

Acoma Drive is a paved, east-west roadway with one general purpose lane and one bike lane in each direction separated by a TWLTL, east of Sarival Avenue. The existing cross section includes pavement, curb, gutter, and sidewalk on both sides of the roadway. The posted speed limit on Acoma Drive is 30 mph. Acoma Drive, east of Sarival Avenue, is classified as a 3-lane major collector (COS STD DTL 3-05) based on the City of Surprise Supplemental Engineering Development Standard Details for Public Works Construction (January 2022).

Figure 4: Existing Roadway Network and ADT



Custer Lane is a paved, east-west roadway with one lane in each direction, east of Sarival Avenue. The existing cross section includes pavement, with a curb, gutter, and sidewalk on both sides of the roadway. There is no posted speed limit on Custer Lane. Custer Lane, east of Sarival Avenue, is classified as a 2-lane local street (COS STD DTL 3-07) based on the City of Surprise Supplemental Engineering Development Standard Details for Public Works Construction (January 2022).

Northwest Ranch Parkway is a paved, north-south roadway with two general purpose lanes and one bike lane in each direction separated by a TWLTL. The existing cross section includes pavement, curb, gutter, and sidewalk on both sides of the roadway. The posted speed limit on Northwest Ranch Parkway is 35 mph. Northwest Ranch Parkway is classified as major collector (COS STD DTL 3-04) based on the City of Surprise Supplemental Engineering Development Standard Details for Public Works Construction (January 2022).

3.4 Intersections

Waddell Road and Prasada Parkway is a three-leg signalized intersection. The northbound approach consists of two dedicated left-turn lanes and one dedicated right-turn lane; the eastbound approach consists of one dedicated left-turn lane, three through lanes, and one dedicated right turn; the westbound approach consists of one dedicated left-turn lane, three through lanes, and one dedicated right turn lane.

Waddell Road and Sarival Avenue is a signalized intersection. The northbound approach consists of two dedicated left-turn lanes, one through lane, and one dedicated right-turn lane; the southbound approach consists of one dedicated left-turn and one shared through/right-turn lane; the eastbound approach consists of one dedicated left-turn lane, three through lanes, and one dedicated right turn; the westbound approach consists of one dedicated left-turn lane, two through lanes, and one shared through/right-turn lane.

Sarival Avenue and Greenway Road is an unsignalized intersection with stop control present on the northbound approach. The northbound approach consists of one shared left-turn/right-turn lane; the eastbound approach consists of one through lane and one shared through/right-turn lane; the westbound approach consists of one dedicated left-turn lane and two through lanes.

Sarival Avenue and Hearn Road is an unsignalized intersection with stop control present on the westbound approach. The northbound approach consists of one shared through/right-turn lane; the southbound approach consists of one shared left-turn/through lane; the westbound approach consists of one shared left-turn/right-turn lane.

Sarival Avenue and Acoma Drive is an unsignalized intersection with stop control present on the westbound approach. The northbound approach consists of one shared through/right-turn lane; the southbound approach consists of one shared left-turn/through lane; the westbound approach consists of a dedicated left-turn lane and a dedicated right-turn lane.

Sarival Avenue and Custer Lane is an unsignalized intersection with stop control present on the westbound approach. The northbound approach consists of one shared through/right-turn lane; the southbound approach consists of one shared left-turn/through lane; the westbound approach consists of one shared left-turn/right-turn lane.

Greenway Road and Northwest Ranch Parkway is a signalized intersection. The southbound approach consists of one dedicated left-turn and one dedicated right-turn lane; the eastbound approach consists of one dedicated left-turn lane, two through lanes; the westbound approach consists of one dedicated left-turn lane, two through lanes, and one dedicated right-turn lane.

4 PROPOSED PROJECT

4.1 Land Use

PGV is planned to include six distinct land uses as reflected on the PGV Zoning Map (Figure 2). However, the study area contains the following four (4) land uses:

- PGV-1 is intended to provide neighborhood level retail services which may include a variety of commercial land uses as well as employment and a limited amount of residential development.
- PGV-2 is intended to provide community level retail services which may include a variety of retail, commercial, big box, entertainment, and hospitality uses, as well as employment and a limited amount of residential development.
- PGV - Employment (PGV-E) provides primarily employment uses including traditional office development, hospital, medical office buildings, and medically related employment uses, as well as retail, hospitality, and a limited amount of residential development.
- Prasada Worship Village (PWS) is intended to provide a place of worship carefully located at the most convenient location within the community.

The Study Area Conceptual Land Use Plan (CLUP) (Figure 3) does not provide a detailed description of land uses; therefore, the following text summarizes land uses and intensity of known developments, as well as assumptions for planned but unknown development. These assumptions were used for estimating the trips generated by the development at full buildout.

- Existing and Known Planned Developments:
    - The parcel on the northwest corner of Waddell Road/Prasada Parkway intersection will be developed as a 200,000 SF building of "Furniture Store" land use.
    - The parcel on the northeast corner of Waddell Road/Prasada Parkway intersection will be developed as a 334,300 SF of "Shopping Center" land use.
    - Existing land uses include a 5-acre church site located approximately 1,325 feet south of Greenway Road on Sarival Avenue.
- Future Unknown Development Assumptions:
    - **Multifamily Units and Density:** A total of 3,000 Multifamily Dwelling Units (DUs) are planned within overall PGV PAD. Currently, an estimated 572 Multifamily DUs with an approximate density of 22 DUs per acre are planned within the Prasada Gateway Regional Center. This development is located southwest of the Waddell Road/Sarival Avenue intersection and currently outside of the study area. To estimate the number of multifamily DUs within the study area, 572 DUs were subtracted from the overall planned goal of 3,000 DUs leaving a balance of 2,428 multifamily DUs. These remaining DUs were prorated across the multifamily acreage planned within the study area. This results in 589 DUs estimated to be constructed within the study area.
    - **Floor Area Ratios:** A 0.25 floor area ratio (FAR) was estimated based on review of several office and commercial sites within the City of Surprise. Their gross acreage and measurements of square footage were used to estimate the FAR.

4.2 Circulation and Access Plan

PGV is planned as a large regional commercial development. Regional access to the development will be provided by SR 303L, Waddell Road, and Greenway Road.

At buildout, the planned roadway network will provide access to and from the various land uses within the study area.

As part of the PAD amendment, the following changes are proposed within the study area:

- Prasada Parkway will be classified and constructed as a 5-lane Minor Arterial between Waddell Road and Greenway Road (Prasada Master Street Plan - Cross Section A). Prasada Parkway will connect to Greenway Road at the existing signalized intersection of Greenway Road/Northwest Ranch Parkway.
- Sarival Avenue will be classified and constructed as a 3-lane Major Collector between the North Prasada Driveway and Greenway Road (Prasada Master Street Plan – Cross Section C). Sarival Avenue will be constructed as a 5-lane Minor Arterial between Waddell Road and North Prasada Driveway (Prasada Master Street Plan – Cross Section A).
- The internal east-west roadways including Hearn Road, Acoma Drive, and Custer Lane will be constructed between Prasada Parkway and Sarival Avenue to facilitate internal circulation. These roadways will be classified and constructed as 3-Lane Major Collectors (Prasada Master Street Plan – Cross Section C).

Proposed buildout roadway classifications and cross-sections are shown in Figure 5 and Figure 6, respectively.

Figure 5: Planned Roadway Network

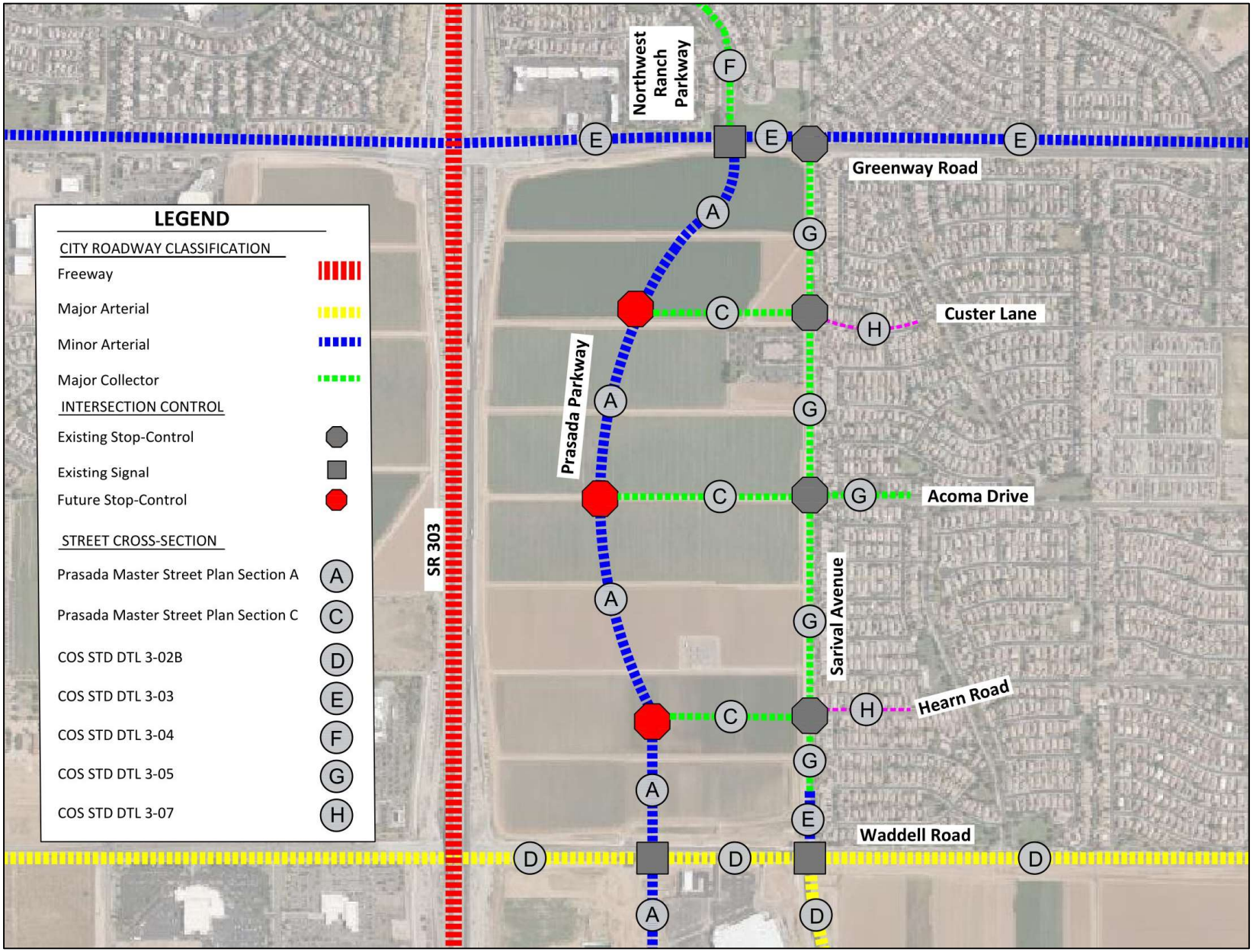
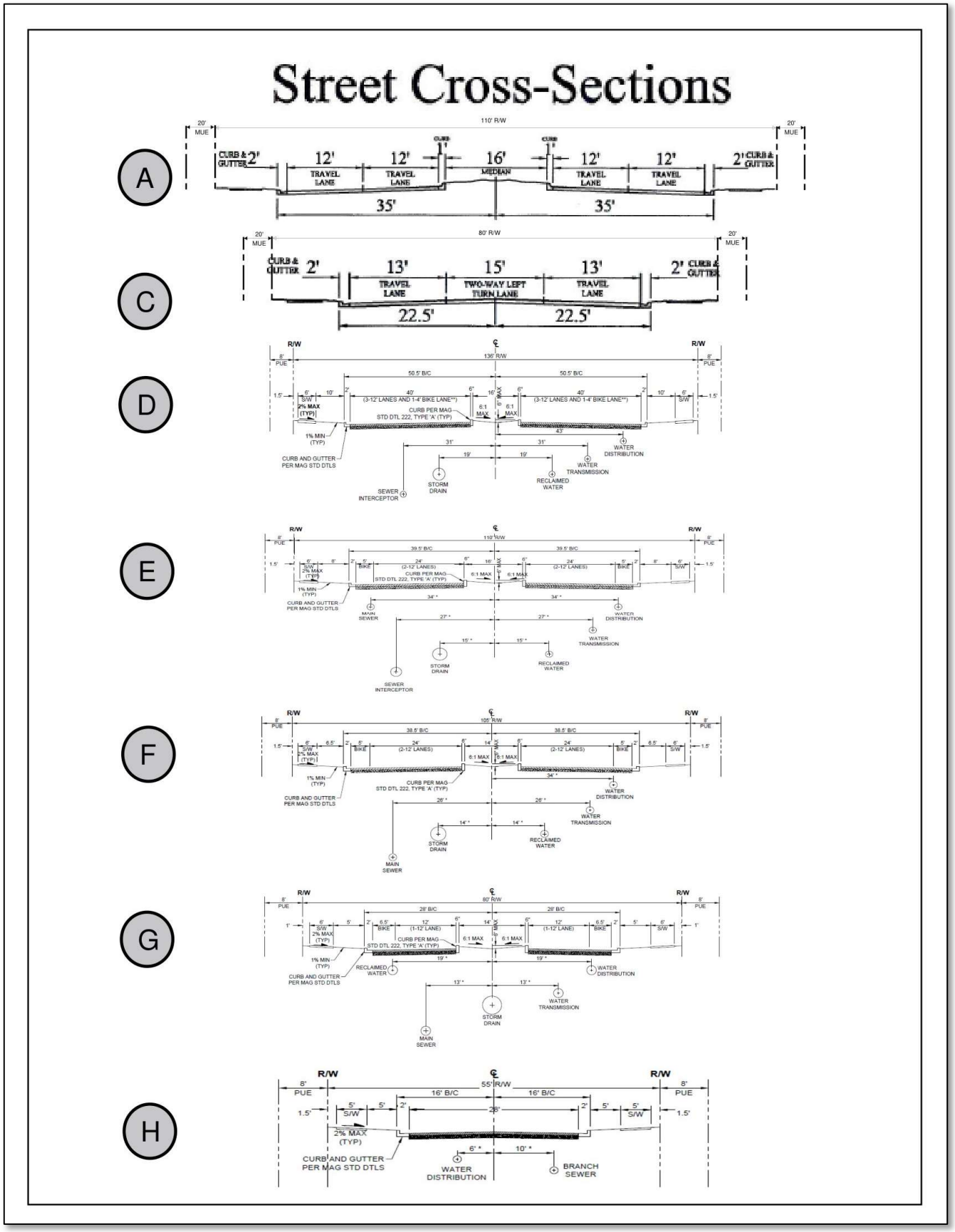


Figure 6: Street Cross Sections



4.3 Traffic Analysis Zones

The Site was delineated into 10 Traffic Analysis Zones (TAZs) shown in Figure 7. Trip ends for all parcels within the TAZs were distributed and assigned to the roadway network to develop forecast segment ADT volumes. TAZ 8 is an existing church facility and was not used for trip generation, as the traffic generated is assumed to be included in the existing ADT.

4.4 Trip Generation, Distribution, and Assignment

The Project is expected to consist of the following land uses, Land Use Codes (LUC) per Institute of Transportation Engineers (ITE) Trip Generation Manual (TGM) 11th Edition, and approximate sizes based on the Study Area Conceptual Land Use Plan (Figure 3):

- Multifamily Housing (Mid-Rise) – LUC 221 589 Dwelling Units
- Business Park – LUC 770 1,044,945 Square Feet GFA
- Shopping Center – LUC 820 1,284,700 Square Feet GFA
- Furniture Store – LUC 890 200,000 Square Feet GFA

4.4.1 Site Trips

The site-generated trips represent internal-internal and internal-external trips for all land uses within the study area. All site-generated trips are accounted for within the study area roadway capacity analysis.

Based on calculations that utilized rates and equations contained in the ITE TGM, the entire study area is forecast to generate approximately 80,353 daily trips at full buildout.

4.4.2 TAZ Internal Capture

Based on the mix of land uses within each TAZ, interaction between the land uses within each TAZ is expected. This interaction creates internal trips that have both trip ends that occur within each individual TAZ; therefore, reducing the total number of new trips utilizing the roadway network.

TAZs that include combinations of commercial/office land use and residential units were assumed to have an internal capture of 2.5%. TAZs 1 and 2 do not have internal capture, as they have only a single assumed land use. Therefore, an overall internal capture of 2% is determined based on the total external trips. After adjustments for internal capture, the Project is forecast to generate approximately 78,736 daily trips.

4.4.3 Internal-Internal Trips

Internal trips occur between TAZs. These trips originate to/from the internal generators and attractors within the study area. Conservatively, 10% of the total site generated trips were assumed to occur between TAZs. These internal trips are assumed to only utilize the internal roadway network, i.e., trips do not travel on the adjacent external roadways.

4.4.4 Internal-External Trips

External trips occur between TAZs and regional generators and attractors external to the study area. It was assumed that 90% of the TAZ trips will be external to the study area. These trips going to external generators and attractors were also considered on the internal roadway network based on the assumed paths.

The external trip distribution was developed based on surrounding regional residential, office, and commercial development.

Table 1: Trip Generation Summary

Land Use	LUC	Units	Size	ADT
Planned Development				
Multifamily Housing (Mid-Rise)	221	Dwelling Units	589	2,672
Business Park	770	KSF GFA[1]	1044.9	13,738
Shopping Center (>150k)	820	KSF GFA[1]	1,284.7	62,862
Furniture Store	890	KSF GFA[1]	200	1,081
Un-Reduced External Trips				**80,353**
Internal Captures (2%)				**-1,617**
Total New Trips				**78,736**
Site Generated Trips (Internal to Internal)[2]				**7,720**
Site Generated Trips (Internal to External)				**71,016**

1. *KSF GFA = 1,000 Square Feet of Gross Floor Area*
2. *Approximately 10% site-generated trips are assumed to occur between Traffic Analysis Zones (TAZs).*

Detailed trip generation calculations can be found in Appendix B.

PGV is planned as a large regional commercial development. Vehicles trips will have origins and destinations with the entire City of Surprise and the surrounding areas. Motorists will default to the use of high-capacity, high-speed facilities to access the study area.

Northwest Ranch Parkway between Greenway Road and Bell Road will not provide an attractive route for regional vehicle or truck traffic traveling to/from the study area. Northwest Ranch has a circuitous alignment that ends at Bell Road in a T-intersection. “Cut-through” traffic will be highly unlikely, especially given that the SR 303L exists just to the west of Northwest Ranch Parkway.

In addition, the land use directly north of the study area between Greenway Road and Bell Road is primarily single-family residential. Some local traffic will inevitably use Northwest Ranch Parkway; however, compared to the regional traffic traveling to/from PGV, traffic on Northwest Ranch Parkway will be negligible. Any traffic to/from PGV using Northwest Ranch Parkway will most likely be residents of the Northwest Ranch subdivision.

Using the TAZs shown in Figure 7, trips were distributed to the internal and external roadway network based on their origin-destination (OD) pairing.

The external trip distribution percentages and assigned total site generated trips for each roadway segment are shown in Figure 8. The figures also show the functional classifications of the segments in the proposed roadway network and any additional proposed intersection control.

As the study area develops and the Prasada Parkway 5-lane minor arterial is connected to Greenway Road, a portion of the existing trips utilizing Sarival Avenue will shift to the higher capacity Prasada Parkway. In addition, the City plans to limit vehicle movements to right-in/right-out/left-in at the Sarival Avenue/Greenway Road intersection, further increasing the desirability for motorists to use Prasada Parkway rather than Sarival Avenue. The total forecasted ADT, sum of adjusted Existing ADT and the site generated ADT, is shown in Figure 9.

Based on the location, context, and regional nature of the development within the study area, Table 2 below summarizes the percentage of external trips to/from the study area boundaries. The OD matrix that was used to assign the trips across the study area is provided in Appendix D.

Table 2: External Trip Distribution

Roadway	Segment	From Site	To Site
Waddell Road	West of Prasada Parkway	22%	22%
Prasada Parkway	South of Waddell Road	5%	5%
Sarival Avenue	South of Waddell Road	15%	15%
Waddell Road	East of Sarival Avenue	15%	15%
Acoma Dr	East of Sarival Avenue	5%	5%
Greenway Road	East of Sarival Avenue	15%	15%
Greenway Road	West of Prasada Parkway	23%	23%
	Total	**100%**	**100%**

Figure 7: Site Traffic Analysis Zones (TAZs)

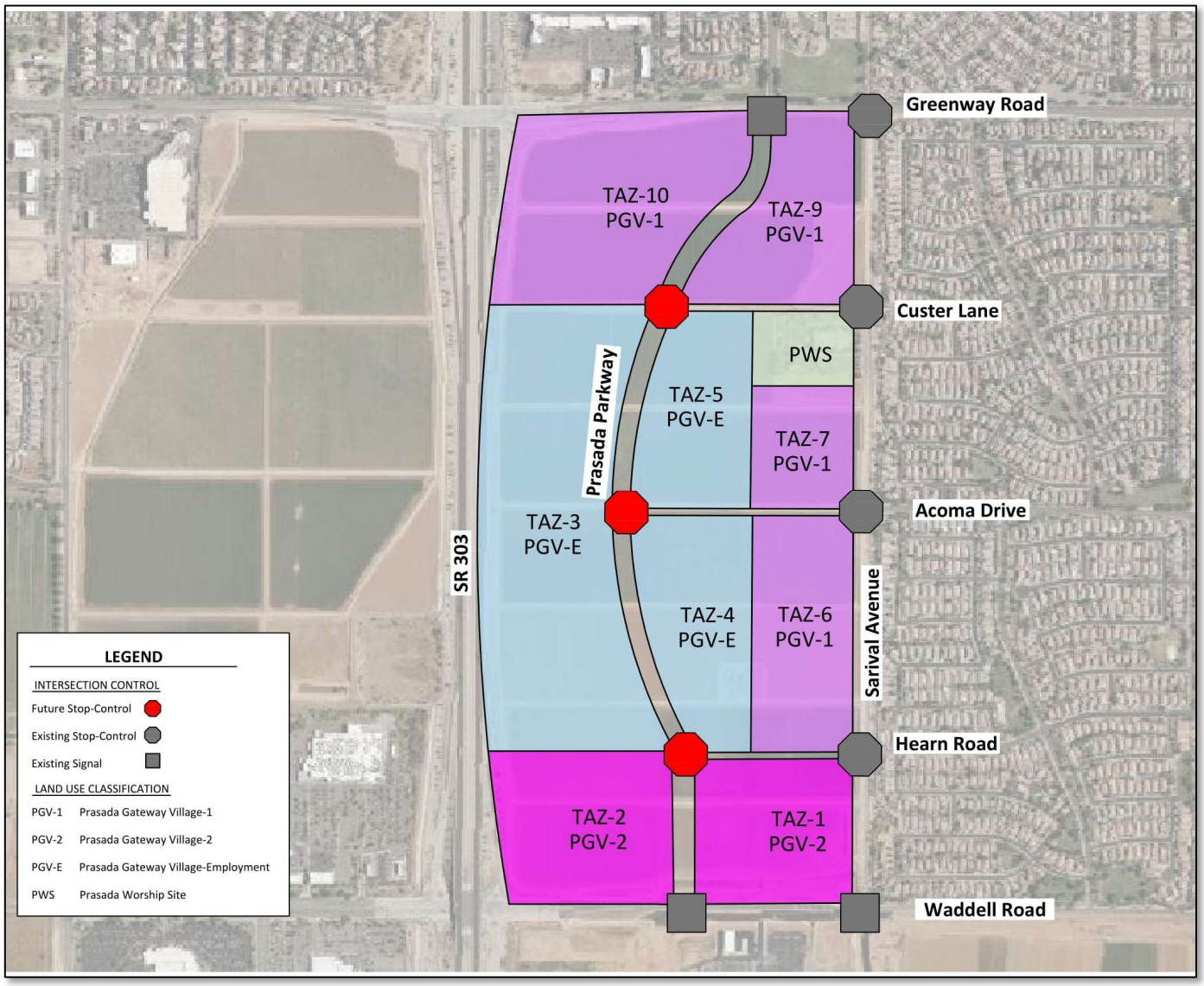


Figure 8: Site Trip Distribution and ADT

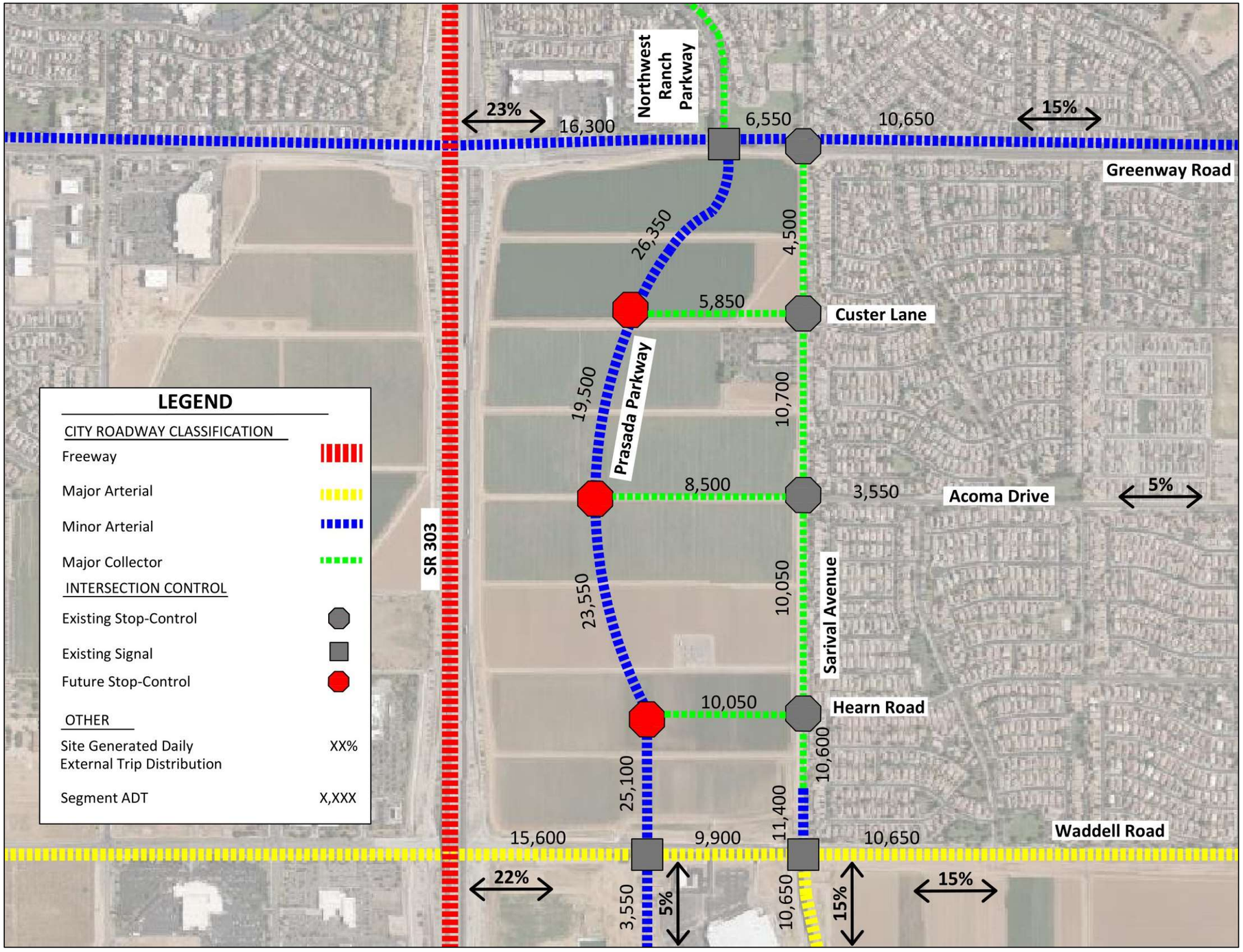
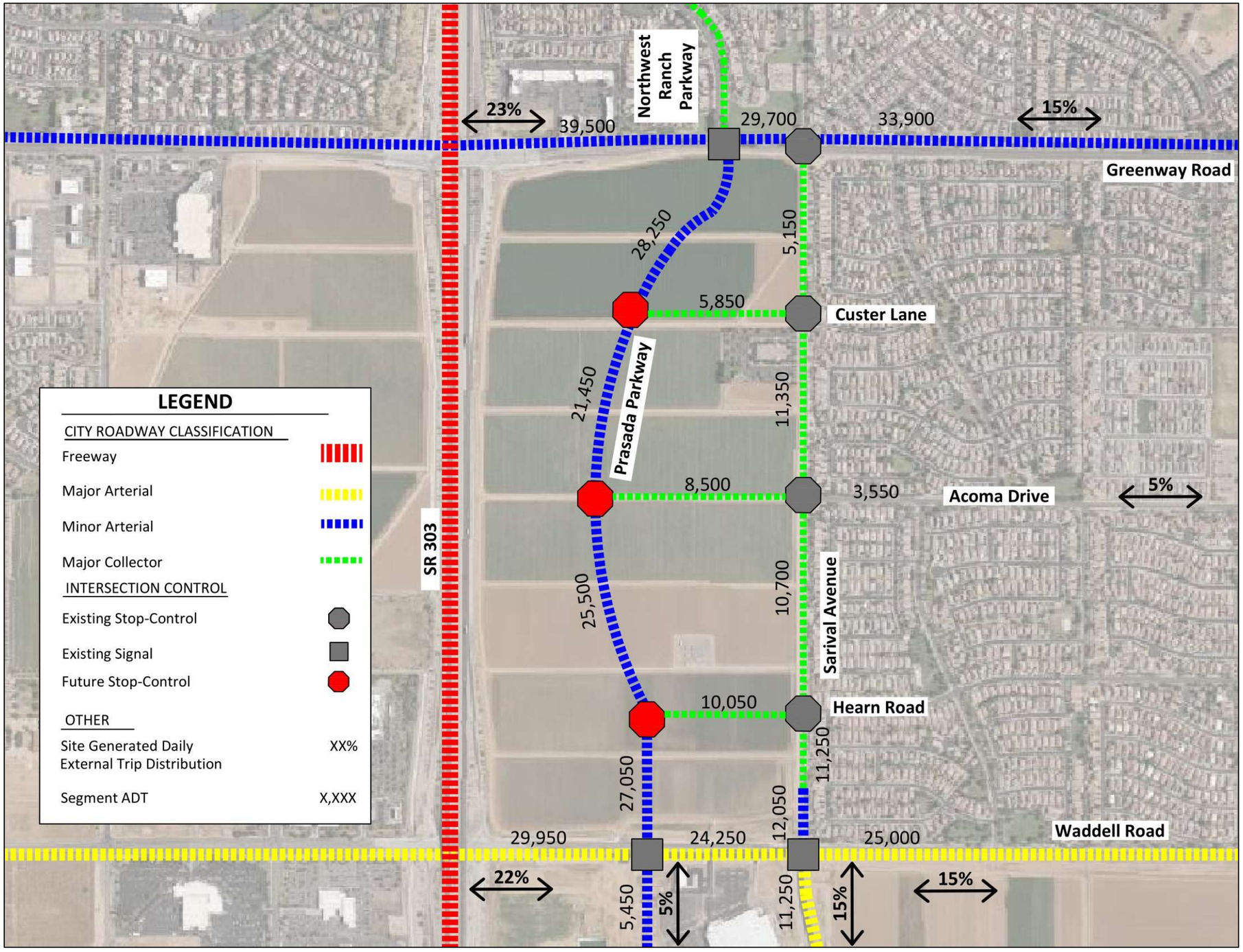


Figure 9: Forecasted Future ADT



4.5 Roadway Segment Capacity Analysis

The objective of the roadway segment capacity analysis is to confirm that the planned buildout roadway network will adequately carry the expected ADT.

The service volumes utilized to evaluate the 5-lane Minor Arterial and 3-lane Major Collector are based on in the Surprise General Plan 2035, Table 3.4. These service volumes are summarized in Table 3. The results of the planning-level roadway segment capacity analysis are summarized in Table 4.

Table 3: Summarized City of Surprise Service Volumes and LOS

LOS	Major Collector 3-lane	Minor Arterial 5-lane[1]
A	8,520	21,540
B	9,940	25,130
C	11,360	28,720
D	12,780	32,310
E	14,200	35,900

1. *Service volumes and LOS for Minor Arterial 5-Lane classification are not provided in Table 3.4 of the Surprise General Plan 2035; therefore, the Minor Arterial 4-Lane service volumes were utilized as a surrogate.*

Table 4: Planning-Level Roadway Segment LOS

From	To	Planned Functional Classification	No. Lanes	Projected ADT[1]	LOS
Prasada Parkway					
Waddell Road	Hearn Road	Minor Arterial	5	27,050	C
Hearn Road	Acoma Drive	Minor Arterial	5	25,500	C
Acoma Drive	Custer Lane	Minor Arterial	5	21,450	A
Custer Lane	Greenway Road	Minor Arterial	5	28,250	C
Sarival Avenue					
Waddell Road	North Prasada Driveway	Minor Arterial	5	12,050	A
North Prasada Driveway	Hearn Road	Major Collector	3	11,250	C
Hearn Road	Acoma Drive	Major Collector	3	10,700	C
Acoma Drive	Custer Lane	Major Collector	3	11,350	C
Custer Lane	Greenway Road	Major Collector	3	5,150	A
Hearn Road					
Prasada Pkway	Sarival Avenue	Major Collector	3	10,050	C
Acoma Drive					
Prasada Pkway	Sarival Avenue	Major Collector	3	8,500	A
Custer Lane					
Prasada Pkway	Sarival Avenue	Major Collector	3	5,850	A

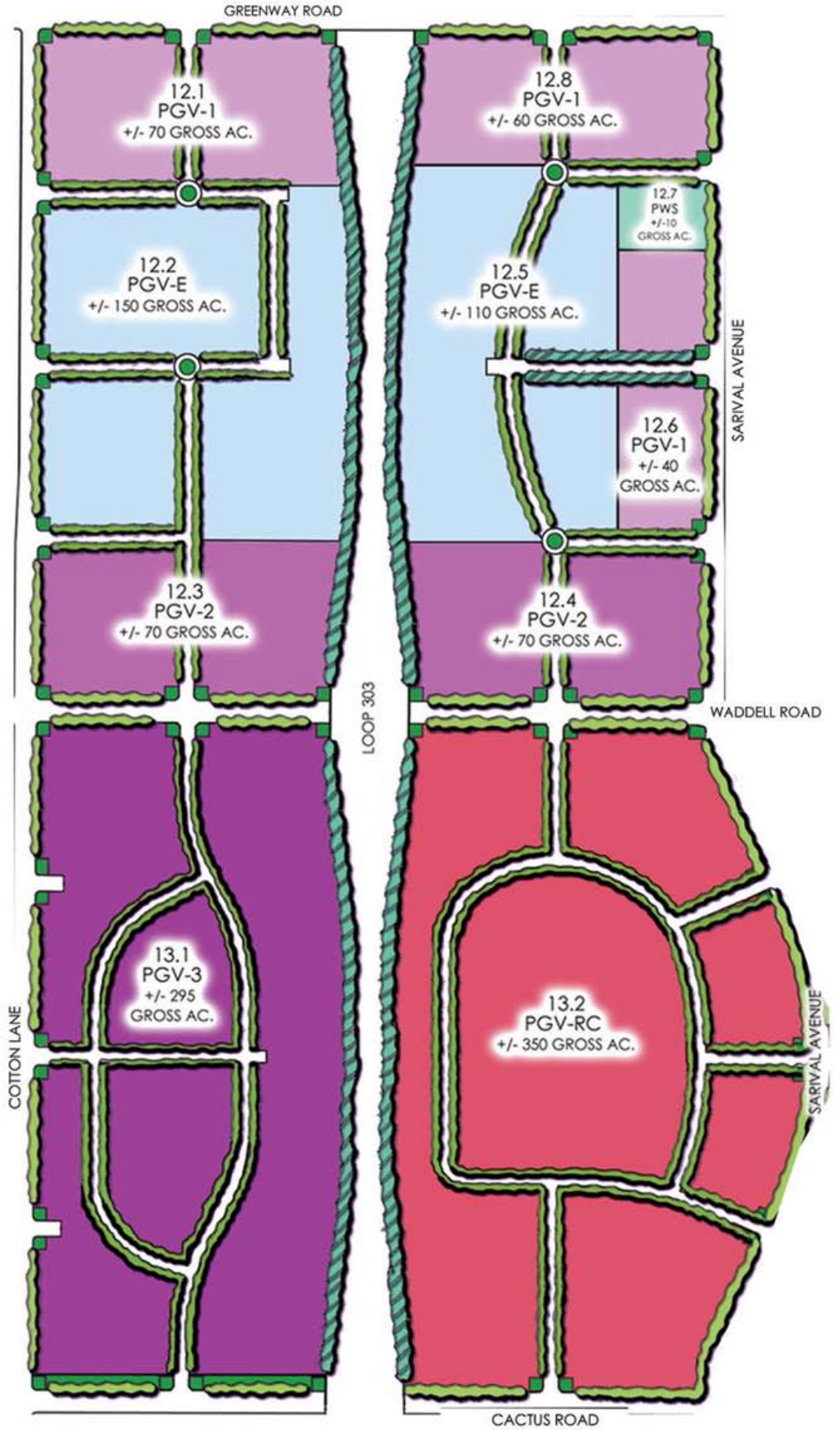
1. *Rounded to nearest 50.*

As shown in Table 4, all roadway segments are expected to adequately carry the expected ADT.

5 FINDINGS AND RECOMMENDATIONS

The following findings and recommendations are provided based on analysis of the buildout study area land use and planned roadway classifications:

1. At buildout, the Project is expected to consist of approximately 589 dwelling units of Multifamily Housing, 1,045,000 SF of business park, 1,285,000 SF of Shopping Center, and 200,000 SF of Furniture Store.
2. The Site is forecast to generate approximately 80,353 ADT at full buildout. After adjustments for internal capture, the Project is forecast to generate approximately 78,736 ADT.
3. Prasada Parkway is expected to carry a maximum of 28,250 ADT on the segment between Waddell Road and Greenway Road. A 5-lane Minor Arterial cross section is adequate for this roadway.
4. Sarival Avenue is expected to carry a maximum of 12,050 ADT on the segment between Waddell Road and North Prasada Driveway. A 5-lane Minor Arterial cross section is adequate for this segment. Sarival Avenue is expected to carry a maximum of 11,350 ADT on the segment between North Prasada Driveway and Greenway Road. A 3-lane Major Collector cross section is adequate for this roadway.
5. Northwest Ranch Parkway between Greenway Road and Bell Road will not provide an attractive route for regional vehicle or truck traffic traveling to/from the study area. Northwest Ranch has a circuitous alignment that ends at Bell Road in a T-intersection. “Cut-through” traffic will be highly unlikely, especially given that the SR 303L exists just to the west of Northwest Ranch Parkway.
6. In addition, the land use directly north of the study area between Greenway Road and Bell Road is primarily single-family residential. Some local traffic will inevitably use Northwest Ranch Parkway; however, compared to the regional traffic traveling to/from PGV, traffic on Northwest Ranch Parkway will be negligible. Any traffic to/from PGV using Northwest Ranch Parkway will most likely be residents of the Northwest Ranch subdivision.
7. Based on the analysis of forecast study area trips, the planned roadway network will adequately carry the expected ADT and perform at an acceptable LOS. Amending the classifications of Prasada Parkway from a 3-lane roadway to a 5-lane roadway and Sarival Avenue from a 5-lane roadway to a 3-lane roadway will not change the capacity of the overall roadway network. Implementing the roadway classifications shown in Figure 8 will provide adequate roadway network capacity for the area.
8. The proposed Prasada Parkway 5-lane cross section:
    a. Will provide significant capacity between Waddell Road and Greenway Road and serve as a more attractive corridor for regional traffic, relieving future trips utilizing Sarival Avenue.
    b. Will be constructed with elements such as a curved alignment that will serve as self-enforcing speed control, compared to the straight alignment of Sarival Avenue.
    c. Will serve as an internal circulator for development along the corridor, providing better access to/from the various mix of land uses adjacent to the alignment.
9. The proposed Sarival Avenue 3-lane cross section:
    a. Will result in less traffic and noise adjacent to the residential properties east of Sarival Avenue.
    b. Will effectively encourage traffic to utilize Prasada Parkway to access the study area.
10. This MCP is intended to support the PGV PAD amendment and serves as a high-level analysis for the purpose of determining the adequacy of roadway cross sections. It is not intended to replace detailed trip generation, capacity, and mitigation analysis provided by site-specific traffic impact analyses (TIAs). The need for traffic signals, turn lanes, and other detailed intersection improvements should be evaluated within site-specific TIAs as the PGV and surrounding areas develop.



PRASADA

SURPRISE, ARIZONA

GATEWAY VILLAGE ILLUSTRATIVE LAND USE PLAN

TAZ	Land Use	Land Use Code	Unit	Size	ADT Calc	Trips	ADT	ADT In	ADT Out
1	**Shopping Center (>150k)**	820	KSF GLA	334.30	T = 26.11(X) + 5863.73	14,592	14,592	7,296	7,296
2	**Furniture Store**	890	KSF GFA	200.00	T = 5.17(X) + 46.56	1,081	1,081	541	540
3	**Business Park**	770	KSF GFA	664.79	T = 12.44(X)	8,270	8,935	4,468	4,467
	Multifamily Housing (Mid-Rise)	221	DU	197.00	T = 4.54(X)	894			
	Internal Capture for the TAZ				*3%*	-229			
4	**Business Park**	770	KSF GFA	190.08	T = 10.62(X) + 715.67	2,734	2,913	1,457	1,456
	Multifamily Housing (Mid-Rise)	221	DU	56.00	T = 4.54(X)	254			
	Internal Capture for the TAZ				*3%*	-75			
5	**Business Park**	770	KSF GFA	190.08	T = 10.62(X) + 715.67	2,734	2,913	1,457	1,456
	Multifamily Housing (Mid-Rise)	221	DU	56.00	T = 4.54(X)	254			
	Internal Capture for the TAZ				*3%*	-75			
6	**Shopping Center (>150k)**	820	KSF GFA	190.08	T = 26.11(X) + 5863.73	10,827	10,804	5,402	5,402
	Multifamily Housing (Mid-Rise)	221	DU	56.00	T = 4.54(X)	254			
	Internal Capture for the TAZ				*3%*	-277			
7	**Shopping Center (>150k)**	820	KSF GFA	190.08	T = 26.11(X) + 5863.73	10,827	10,804	5,402	5,402
	Multifamily Housing (Mid-Rise)	221	DU	56.00	T = 4.54(X)	254			
	Internal Capture for the TAZ				*3%*	-277			
9	**Shopping Center (>150k)**	820	KSF GFA	285.12	T = 26.11(X) + 5863.73	13,308	13,347	6,674	6,673
	Multifamily Housing (Mid-Rise)	221	DU	84.00	T = 4.54(X)	381			
	Internal Capture for the TAZ				*3%*	-342			
10	**Shopping Center (>150k)**	820	KSF GFA	285.12	T = 26.11(X) + 5863.73	13,308	13,347	6,674	6,673
	Multifamily Housing (Mid-Rise)	221	DU	84.00	T = 4.54(X)	381			
	Internal Capture for the TAZ				*3%*	-342			

Total Trips (w/o Internal Trips)	**80,353**
Total Trips (w Internal Trips)	**78,736**
Total Internal Trips	**1,617**
Overall Internal Trips Percentage	**2%**

LOS D: Borders on unstable flow. Speeds and ability to maneuver are severely restricted because of traffic congestion.

LOS E: Operations are at or near capacity and are quite unstable.

LOS F: Represents forced or breakdown flow. The City of Surprise strives to achieve a level of service "D" or better on all roadways. Any roadway where the level of service falls to a level of service "E" or "F" is considered congested and requires review for improvements. Where feasible, capacity improvements or other remedial actions are usually recommended if the level of service is worse than "D."

Table 3.4 – Service Volumes and LOS

Roadway Type	# of Travel Lanes	LOS A	LOS B	LOS C	LOS D	LOS E
Freeways	4	47,940	55,930	63,920	71,910	79,900
	6	73,980	86,310	98,640	110,970	123,300
	8	100,080	116,760	133,440	150,120	166,800
	10	126,180	147,210	168,240	189,270	210,300
Limited Access Parkway	4	29,280	34,160	39,040	43,920	48,800
	6	43,740	51,030	58,320	65,610	72,900
	8	57,960	67,620	77,280	86,940	96,600
Major Arterial	5	30,480	35,560	40,640	45,720	50,800
	6	36,480	42,560	48,640	54,720	60,800
Minor Arterial	3	12,960	15,120	17,280	19,440	21,600
	4	21,540	25,130	28,720	32,310	35,900
Major Collector	2	5,100	5,950	6,800	7,650	8,500
	3	8,520	9,940	11,360	12,780	14,200
	4	10,560	12,320	14,080	15,840	17,600
Minor Collector	2	3,360	3,920	4,480	5,040	5,600
Local Street	2	1,200	1,400	1,600	1,800	2,000

Source: City of Peoria TIA Criteria; McDOT Roadway Design Manual

The city of Surprise has goal of achieving a LOS C on major arterial roadways and parkways but will accept a LOS D. This is a common approach taken by many communities nationally, but Surprise will strive to maintain the LOS C or better on each of Surprise's major arterials and parkways.

Complete Streets

The notion of a "complete street" is to ensure that the design and construction of new roadways and retro-fitting of existing roadways ensures that facilities for bicycles, pedestrians, and transit are recognized as integral to a properly designed and functioning street. "Complete Streets" as defined by the National Complete Street Coalition, is "a transportation policy and design approach that requires streets to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation".

"Complete streets" embraces the notion that all modes of travels are equally as important to mobility, health, and safety as a vehicular travel lane. Walking and bicycling foster safer, more

Origin/Destination	TAZ-1	TAZ-10	TAZ-2	TAZ-3	TAZ-4	TAZ-5	TAZ-6	TAZ-7	TAZ-9	Grand Total
TAZ-1		166	66	66	66	66	66	66	166	**728**
TAZ-10	88		88	88	88	88	88	88	36	**652**
TAZ-2	5	12		5	5	5	5	5	12	**54**
TAZ-3	30	65	30		61	61	61	61	65	**434**
TAZ-4	18	18	18	18		18	18	18	18	**144**
TAZ-5	18	18	18	18	18		18	18	18	**144**
TAZ-6	66	66	66	66	66	66		66	66	**528**
TAZ-7	75	37	75	75	75	75	75		37	**524**
TAZ-9	88	36	88	88	88	88	88	88		**652**
Grand Total	**388**	**418**	**449**	**424**	**467**	**467**	**419**	**410**	**418**	**7720**

SPA2 INSET

0 0.25 0.5 1 Miles

SURPRISE
ARIZONA

2022
TRAFFIC MANAGEMENT MAP

Annual Daily Traffic (ADT)

WB 1234

Total 12345

EB 1234

NB 1234

Total 12345

SB 1234

- Surprise Corporate Limits
- ALLEY
- ARTERIAL
- COLLECTOR
- DIRT
- EXPRESSWAY
- FREEWAY
- HIGHWAY
- LOCAL
- MAJOR ARTERIAL
- MINOR ARTERIAL
- PRIVATE

0 0.25 0.5 1 Miles

N W E S

Date: 7/7/2022

SURPRISE
ARIZONA

ENGINEERING DEVELOPMENT SERVICES
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6150

PROJECT SUBMITTAL DATA:

Project Name	Prasada PAD Amendment Sarival
Project Location	Waddell and Sarival
Submittal Type	TIA - 1st Review
Case Number	FS22-1573
Date	1/19/2023
Reviewed By	Johnathan Futch, Stephen Chang, Dana Owsiany
Contact Info	623-222-6149

GENERAL

- Return the following at next submittal (failure to provide items listed below may delay review timelines for the next submittal):
  a. Original redlines and written response to comments
  b. Two (2) revised hard copies of plans and reports
  c. A pdf of all updated plans and reports on CD
  d. Current CAD (base) files on CD

Disposition Codes
A *=Will Comply,* ***B*** *=Designer to Evaluate,* ***C*** *=City of Surprise to Evaluate,* ***D*** *= No further Action Required*

#	Sheet or Sec	Reviewer's Comment	Initial Disp.	Designer's Response/Comment	Final Disp.
1	**General**	Add the FS case number to the bottom right corner of all the sheets.	A	Added FS Case No to the bottom right corner of all the sheets.	A
2	**1**	Explain the external roadways: Greenway, Waddell, Sarival per COS STD DTLs. The internal roadways are per the Prasada Master Street Plan - C is a 5 lane major arterial, E is a minor arterial.	A	All the Roadways are classified in Section 2.2 based on either COS STD DTL or Prasada Master Street Plan.	A
3	**1**	Include the graphic showing the street cross sections per Prasada MSP	A	Updated the Proposed Roadway graphic to show the street cross sections per Prasada MSP and COS STD DTLs.	A
4	**1**	The 303 is constructed and isn't future.	A	Removed "future" from statement.	A

ENGINEERING DEVELOPMENT SERVICES
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#	Sheet or Sec	Reviewer's Comment	Initial Disp.	Designer's Response/Comment	Final Disp.
5	2	Greenway is a minor arterial. There is an existing signal at Greenway and Sarival Northbound direction	A	Updated Greenway's classification to Minor Arterial. Added the existing signal of Greenway and NW Ranch Parkway to all the exhibits.	A
6	2	Sarival is a minor arterial	A	Updated.	A
7	2	Waddell is a major arterial.	A	Updated.	A
8	General	Change all the road classifications throughout the document per previous comments.	A	Updated all the road classifications throughout the document.	A
9	3	Greenway has a raised median adjacent to the site, and bike lanes in section 2.2	A	Updated the description to mention a raised median adjacent to the site and bike lanes on Greenway.	A
10	3	Acoma has bike lanes on both sides of the road in section 2.2	A	Updated the description to mention bike lanes on Acoma Drive.	A
11	4	Show the existing volumes (TMC and ADT) on a figure.	A	Existing ADT volumes were added on the Existing Roadway figure.	A
12	4	instead of calculating from peak hours real ADT should be used. Use the City's ADT collected in April 2022.	A	Existing ADT taken from Surprise 2022 Traffic Management Map.	A
13	5	State where in Prasada Gateway the 572 units will be developed. (south of Waddell, east of 303 and west of Sarival)	A	Added the location of Prasada Gateway that will include 572 residential unit.	A
14	5	For the circulation plan section add in the lanes and cross sections for the internal roadway network. (cross section F, 45' total r/w +MUE)	A	Added the number of lanes and cross sections for the internal roadway network.	A
15	Figure 2	Update per Figure 1 comments. Line up Prasada Pkwy with Northwest Ranch Pkwy (the existing signal)	A	Updated all the exhibits to show the updated classifications and Prasada Parkway lining up with NW Ranch Parkway.	A

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ARIZONA

ENGINEERING DEVELOPMENT SERVICES
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CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

PROJECT SUBMITTAL DATA:

Project Name	Prasada PAD Amendment Sarival
Project Location	Waddell and Sarival
Submittal Type	TIA prepared by Greenlight - 2nd Review
Case Number	FS22-1573
Date	3/9/2023
Reviewed By	Johnathan Futch, Stephen Chang, Dana Owsiany
Contact Info	623-222-6149

GENERAL

- Return the following at next submittal (failure to provide items listed below may delay review timelines for the next submittal):
  a. Original redlines and written response to comments
  b. Two (2) revised hard copies of plans and reports
  c. A pdf of all updated plans and reports on CD
  d. Current CAD (base) files on CD

Disposition Codes

A *=Will Comply,* ***B*** *=Designer to Evaluate,* ***C*** *=City of Surprise to Evaluate,* ***D*** *= No further Action Required*

#	Page	Reviewer's Comment	Initial Disp.	Designer's Response/Comment	Final Disp.
1	**6**	Custer Lane east of Sarival is a 2-lane local street.	A	Updated the statement to mention it as 2-lane local street.	A
2	**Figure 5**	Sarival Avenue between Greenway Rd and just north of Waddell Rd will be a 80' collector, "G" per COS Detail 3-05.	A	Updated the figure to show Sarival Avenue will be a 80' collector, "G" per COS Detail 3-05.	A
3	**Figure 5**	Sarival Avenue just north of Waddell Road will be a standard minor arterial, "E" per COS Detail 3-03.	A	Updated the figure to show Sarival Avenue as "E" per COS Detail 3-03.	A
4	**Figure 6**	Show 20' MUE on both sides of cross sections "A" and "C".	A	Updated the figure to show 20' MUE for section A and C.	A
5	**11, Table 1**	Internal Capture of 3,232 trips is too much. The multifamily residential use only generates 2,672 trips; Internal Capture cannot account for all multifamily residential trips. Revise internal capture to be 5% of MFR trips.	A	5% internal capture was updated based on the size of the multifamily dwelling units and office, as both multifamily and office will have internal TAZ interaction with shopping/retail. This resulted in internal trips of 2.5% for TAZs. An overall internal capture of 2% is determined based on the total external trips, resulting in a more conservative estimate of roadway ADT.	A

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#	Page	Reviewer's Comment	Initial Disp.	Designer's Response/Comment	Final Disp.
6	**11**	Paragraph 4, add sentence, "Any traffic to/from PGV using Northwest Ranch Parkway will most likely be residents of the Northwest Ranch subdivision."	A	Added the sentence to the report.	A
7	**Figure 8**	Explain how internal ADTs were calculated.	A	Internal ADTs were calculated based on internal trip interaction between TAZs and external trips that need to use the internal roadway network to enter/exit the development. A statement was added in Section 4.4.4 to clarify that external trips were also applied to the internal roadway network ADTs.	A
8	**Figure 8**	This figure should show ADT trips from PGV. Show ADT at all external trip distribution percentages.	A	Updated the Figure 8 to show ADT trips from PGV and shown ADT at all external trips distribution percentages.	A
9	**General**	Add another figure to show PGV ADT + Existing ADT = Forecasted Future ADT	A	Added a figure to show Forecasted Future ADT.	A
10	**Table 3**	Use 4-lane Minor Arterial Service Volumes per Surprise GP Table 3.4, not 5-lane Major Arterial.	A	Updated to use 4-lane Minor Arterial Service Volume per Surprise GP Table 3.4.	A
11	**Table 4**	Update Table 4 per comment above.	A	Updated as necessary.	A
12	**16**	Recommendations and Findings: Update as necessary.	A	Updated as necessary.	A

ENGINEERING DEVELOPMENT SERVICES
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#	Sheet or Sec	Reviewer's Comment	Initial Disp.	Designer's Response/Comment	Final Disp.
16	**9**	Section 3.2.3 calls the capture rate as 5% but table 1 uses 4.	A		A
17	**9**	Use 10% not 15% for the site generated trips between TAZ.	A	Updated the TAZ interaction to 10%.	A
18	**10**	Update trip assignment to 10% per comment 17.	A	Updated the TAZ interaction to 10%.	A
19	**10**	In the last paragraph TEH is used before the.	A	Updated the spelling.	A
20	**10**	Call out the OD matrix is located in Appendix D.	A	Added a statement to call out OD matrix of TAZ interaction.	A
21	**11**	Use ADT counts for Roadway segment capacity.	A	Existing ADT taken from Surprise 2022 Traffic Management Map	A
22	**11**	Assumed misspelled in the last paragraph.	A	Updated the spelling.	A
23	**Figure 6**	fix the figure per figure 1 comments.	A	Updated the figures.	A
24	**Figure 6**	Don't have an internal/external ADT figure. The road is to be sized so use Total ADT on 1 figure.	A	Removed the internal and external ADT figures.	A
25	**Figure 8**	What community is used for the ADT	A	Updated the figure title.	A
26	**Table 4**	Add existing ADT to Sarvial or distribute ADT to Prasada Pkwy. All existing volumes can't be distributed to Prasada Pkwy.	A	Existing ADT taken from Surprise 2022 Traffic Management Map. A portion of the existing traffic is shifted from Sarival Avenue to Prasada Parkway based on future intersection access at Sarival/Greenway..	A
27	**Table 4**	New intersections and roadways are expected to operate at LOS C or better. A LOS of D is unacceptable.	A	With the updated analysis. all the segments are expected to operate at LOS C or better.	A

Internal Captures for each TAZ is assumed to be 5%. Some of the TAZ do not have internal captures. A 4% internal capture is calculated with respect to the total trips generated by the development.

Prasada Planned Area Development
Major PAD Amendment for Sarival Avenue and Prasada Parkway between Greenway and Waddell Roads
FS22-1573

Citizen Outreach Report

REVIEW MEETING DETAILS

In Person Meeting

DATE: Wednesday, March 22, 2023

TIME: 6:00 PM

LOCATION: Cimarron Springs Middle School
17032 W. Surprise Farms Loop S , Surprise

Virtual Meeting (via Zoom)

DATE: Thursday, March 23, 2023

TIME: 6:00 PM

Notice postcard were sent by the City of Surprise to all residents and HOA's within 600 feet of the property. (The standard notice radius is 300 feet; however, at our expense, he had the City double the area to include more residents in the notice.) It was also published on the City's website and 4 signs reflecting the meeting schedule were put on the property along Greenway Road, Sarival Avenue (2) and along Waddell Road. (See attached notice and affidavit of posting)

Applicant Representatives:

Ben Millick – Simon CRE
Dominic Ghaby – Simon CRE
Alexis Mackay – Simon CRE
Scott Kelley – Greenlight Traffic Engineering
Paul Gilbert – Beus Gilbert McGroder PLLC
Andy Jochums – Beus Gilbert McGroder PLLC

City of Surprise Representative

Senior Planner Trever Fleetham

Neighbor Participants

See attached Sign-in Sheet

The following is a list of comments/concerns posed at the meetings and the answers provided.

- **Will there be traffic signals on Sarival? What about stop signs?** (Similar question in both meetings)
    - It was discussed that the study was to look at capacity of the future roads and not specific intersection controls. The study plan shown indicted potential locations for intersection controls and as things get built each one will be evaluated for 2 or 4 way stop control or a traffic signal.

- **If there are no leases signed, how can you calculate traffic?**
    - Scott Kelley, our traffic engineer explained that while there may not be any known exact users, he uses extensive data from the ITE (Institute of Traffic Engineers) that can give expected traffic demands for many use categories based on known data from those types of uses in nationwide locations.

- **Traffic increase on Northwest Ranch Parkway** (Similar comment in both meetings)
    - A few residents who live along Northwest Ranch Parkway north of Greenway shared that they already have a large amount of traffic on this roadway, including speeding vehicles and large trucks. There was dialogue on the design of Northwest Ranch Parkway as an arterial with 4 travel lanes and the applicant's observations that with the traffic signal placed at the intersection of Northwest Ranch Parkway and Greenway Road, there was no way to prohibit vehicles from utilizing Northwest Ranch Parkway today under the current road conditions or in the future if this amendment is approved. It was shared that most regional traffic from Prasada should be using the adjacent freeway, so Northwest Ranch Parkway use is by local residents using it to connect from Greenway to Bell Road.

- **In the presentation it was noted that Sarival Avenue would be reduced, but it is only one lane in each direction now.** (Similar question in both meetings)
    - It was clarified that by "reduced" we mean in the overall final condition, but that the observation is correct in that it will not be reduced from its current condition. Sarival Avenue would remain as is with one lane in each direction but be expanded with a center turn lane and deceleration lanes as necessary.

- **What about the proposed hospital across the freeway, was it utilized in the analysis?**
    - It was shared that the "high-level" traffic analysis was focused mainly on the capacity of Sarival Avenue and Prasada Parkway so it didn't specifically include the hospital in that exact location, but generalized land uses of the area under the current Prasada Zoning. Scott Kelley noted that the hospital applicant should have provided a detailed traffic analysis in their case to analyze the specific impacted roadways and intersection for their use.

- **What about the large trucks, will they use Sarival Avenue?**
    - Commercial uses are still allowed along Sarival Avenue, meaning trucks will be present. Our desire in making Prasada Parkway the primary north-south road in the area, will allow those heavier commercial and employment uses in the middle of the Prasada Gateway Village to use that road and not Sarival in proximity to the residential.

- **What is the timeframe?**
    - Simon CRE shared that they would like to start construction of the roads this summer.

- **Have the intersections with the freeway been evaluated?**
    - It was shared that this high-level analysis was about the capacity of the two roads in question, but that was actual uses come they will be individually evaluated by the City as well as ADOT for impacts.

- **There was a comment that the fence at the MWD wellsite at the intersection of Greenway and Sarival obstructed views.**

- **What about the farming?**
    - It will remain but phase out as a properties are developed.

BGM
Beus Gilbert McGroder

Meeting: FS22-1573 Prasada PAD Amendment Date: 3/22/2023 Location Cimarron Springs Middle School

SIGN IN SHEET

Name	Email	Address
Susan Draper	[redacted]	
Peggy & Greg Morgan		
Eugene Roberts		
Ron & Laura Schnell		
Kelly Braun		
Jared C. Holland		

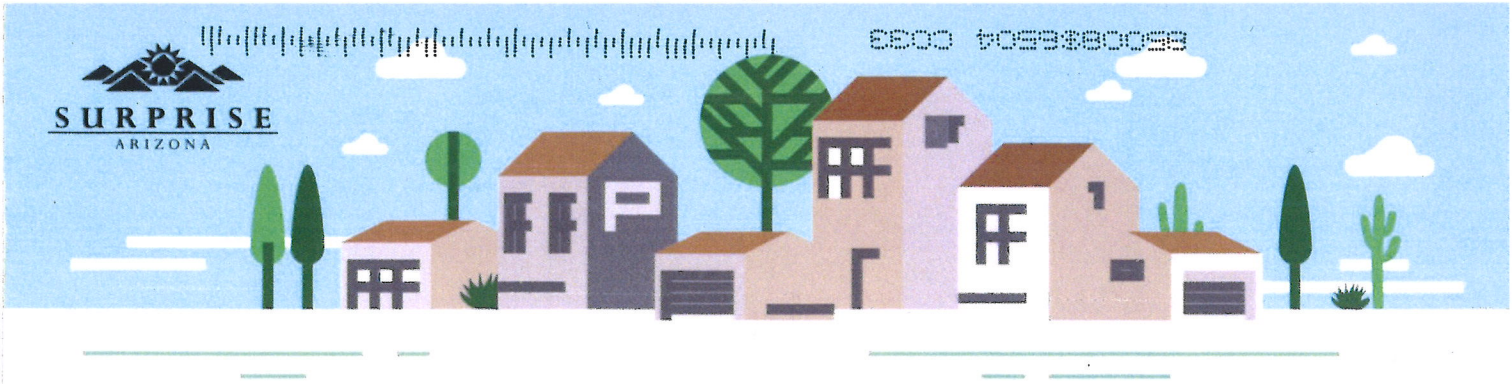
BGM
Beus Gilbert McGroder

Meeting: FS22-1573 Prasada PAD Amendment Date: 3/23/2023 Location Virtual Via Zoom (Info provided from participants with chat function)

SIGN IN SHEET

Name	Email	Address
Ron and Susan Barker		[redacted]
Linda Combe	[redacted]	
A. Garcia		[redacted]
Keili & Jason Henderson	[redacted]	[redacted]
Cassandra Young	[redacted]	[redacted]
Priscilla Lerma	[redacted]	[redacted]
Ken Ana	[redacted]	

SURPRISE
ARIZONA



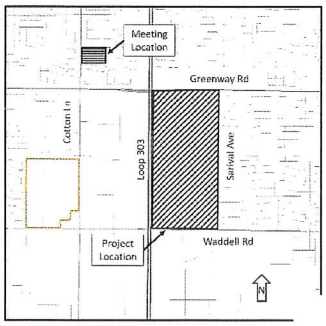
609474X429X37XPRI
City of Surprise
16000 N Civic Center Plz
Surprise, AZ 85374-7463

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
C2M LLC
22202

1**********SNGLP 480

Beus Gilbert Mcgroder (attn: Andy Jochum
[redacted]

PROJECT LOCATION:



Recyclable

NOTICE OF UPCOMING NEIGHBORHOOD MEETING

DEAR PROPERTY OWNER: The purpose of this mailing is to inform you that Neighborhood Meetings are scheduled to review and solicit public input on Case FS22-1573, a request by Beus Gilbert McGroder, PLLC, for a Major Amendment to the Prasada Planned Area Development (PAD) to revise the roadway circulation network between Greenway Road and Waddell Road, from Loop 303 to Sarival Avenue.

One meeting will be conducted in-person and a second meeting will be conducted virtually.

At both meetings, the applicant and/or representative will be available to answer any questions and solicit comments on this request.

To learn more or provide input, please contact:
***Trever Fleetham** at 623.222.3156 or trever.fleetham@surpriseaz.gov*

You are welcome to attend the following meetings:

In-Person

March 22, 2023 | 6:00 PM

Location: Cimarron Springs Middle School

17032 W. Surprise Farms Loop S
Surprise, AZ 85388

Virtual

March 23, 2023 | 6:00 PM

https://bgm.tiny.us/Prasada

CALL IN: +1 346 248 7799
MEETING ID: 886 0858 2448
PASSCODE: 606671

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS22-1573

Applicant Name: Beus Gilbret McGroder

Location: SEC Greenway and Loop 303

Date Site Posted: 03/06/23

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — 3/6/23

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 03/06/23, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591467
My Comm. Expires Oct 25, 2024

Notary Public

10-25-24

My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
Date: March 22, 2023
Time: 6:00 P.M.
Location: Cimarron Springs Middle School
17032 W Surprise Farms Loop S,
Surprise, AZ 85388
Virtual: March 23, 2023
Time: 6:00 PM
Location: https://bgm.tiny.us/Prasada
Call in: +1 346 248 7799
Meeting ID: 886 0858 2448 Passcode: 606671
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza,
Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza,
Surprise, AZ 85374
Meeting Location
Greenway Rd
Cotton Ln
Loop 303
Sarival Ave
Project Location
Waddell Rd
Case number: FS22-1573
PROJECT DESCRIPTION: A major Planned Area Development (PAD) Amendment to the Prasada PAD to revise the roadway circulation network between Greenway Road and Waddell Road, from Loop 303 to Sarival Avenue.
Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Big Buddha Restaurant
Maps
Mar 06, 2023 08:36AM
W Greenway Rd
Maricopa County

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
Date: March 22, 2023
Time: 6:00 P.M.
Location: Cimarron Springs Middle School
17032 W Surprise Farms Loop S,
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Virtual: March 23, 2023
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Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza,
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Meeting Location
Greenway Rd
Cotton Ln
Loop 303
Sarival Ave
Project Location
Waddell Rd
Big Buddha Restaurant
Maps
Mar 06, 2023 08:37AM
W Greenway Rd
Maricopa County

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Date: March 22, 2023
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Surpriseaz.gov
Meeting Location
Greenway Rd
Cotton Ln
Loop 303
Sarival Ave
Project Location
Waddell Rd
W CARIBBEAN LN
N SARIVAL AVE
W BANFF LN
W ACOMA DR
Maps
Mar 06, 2023 09:07AM
14582–14890 N Sarival Ave
Maricopa County

Notice of Public Hearing
City of Surprise
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Date: March 22, 2023
Time: 6:00 P.M.
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17032 W Surprise Farms Loop S,
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N SARIVAL AVE
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Mar 06, 2023 09:07AM
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
W ACOMA DR
W CALAVAR RD
Maps
Costco Wholesale
Mar 06, 2023 09:31AM
14090–14184 N Sarival Ave
Maricopa County

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
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Location: Cimarron Springs Middle School
17032 W Surprise Farms Loop S,
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Cotton Ln
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Time: 6:00 P.M.
Location: Cimarron Springs Middle School
17032 W Surprise Farms Loop S,
Surprise, AZ 85388
Virtual: March 23, 2023
Time: 6:00 PM
Location: https://bgm.tiny.us/Prasada
Call in: +1 346 248 7799
Meeting ID: 886 0858 2448 Passcode: 606671
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza,
Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza,
Surprise, AZ 85374
Case number: FS22-1573
PROJECT DESCRIPTION: A major Planned Area Development (PAD) Amendment to the Prasada PAD to revise the roadway circulation network between Greenway Road and Waddell Road, from Loop 303 to Sarival Avenue.
Please call to confirm dates: 623-222-3011
Surpriseaz.gov
Meeting Location
Greenway Rd
Cotton Ln
Loop 303
Sarival Ave
Project Location
Waddell Rd
Costco Wholesale
Maps
Mar 06, 2023 09:55AM
16564–16648 W Waddell Rd
Maricopa County

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
Date: March 22, 2023
Time: 6:00 P.M.
Location: Cimarron Springs Middle School
17032 W Surprise Farms Loop S,
Surprise, AZ 85388
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Costco Wholesale
Maps
Mar 06, 2023 09:56AM
16564–16648 W Waddell Rd
Maricopa County

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS22-1573

Applicant Name: Beus Gilbret McGroder

Location: SEC Greenway and Loop 303

Date Site Posted: 04/07/23

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Applicant/Representative Signature — Date 4/7/23

This instrument was acknowledged before me on 04/07/23, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

Notary Public

10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
Date: March 22, 2023
Time: 6:00 P.M.
Location: Cimarron Springs Middle School
17032 W Surprise Farms Loop S,
Surprise, AZ 85388
Planning & Zoning
Date: May 4, 2023
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza,
Surprise, AZ 85374
City Council
Date: May 16, 2023
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza,
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Virtual: March 23, 2023
Time: 6:00 PM
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Call in: +1 346 248 7799
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Apr 7, 2023 at 11:55:24 AM
16564–16648 W Waddell Rd
Surprise AZ 85388
United States

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
Date: March 22, 2023
Time: 6:00 P.M.
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17032 W Surprise Farms Loop S,
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Apr 7, 2023 at 11:55:11 AM
16564–16648 W Waddell Rd
Surprise AZ 85388
United States

Notice of Public Hearing
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Surpris
303
Maps
Apr 7, 2023 at 11:53:00 AM
16564–16648 W Waddell Rd
Surprise AZ 85388
United States

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
Date: March 22, 2023
Time: 6:00 P.M.
Location: Cimarron Springs Middle School
17032 W Surprise Farms Loop S,
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Sun City West
Surprise
303
Maps
Apr 7, 2023 at 11:48:46 AM
14090–14184 N Sarival Ave
Surprise AZ 85379
United States

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
Date: March 22, 2023
Time: 6:00 P.M.
Location: Cimarron Springs Middle School
17032 W Surprise Farms Loop S,
Surprise, AZ 85388
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Sun City West
Surprise
303
Maps
Apr 7, 2023 at 11:37:56 AM
W Greenway Rd
Surprise AZ 85388
United States

Notice of Public Hearing
City of Surprise
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Date: March 22, 2023
Time: 6:00 P.M.
Location: Cimarron Springs Middle School
17032 W Surprise Farms Loop S,
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Sun City West
Surprise
Maps
Apr 7, 2023 at 11:38:07 AM
W Greenway Rd
Surprise AZ 85388
United States

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
Date: March 22, 2023
Time: 6:00 P.M.
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17032 W Surprise Farms Loop S,
Surprise, AZ 85388
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Sun City West
Surprise
Maps
Apr 7, 2023 at 11:44:19 AM
14582–14890 N Sarival Ave
Surprise AZ 85379
United States

Notice of Public Hearing
City of Surprise
In Person & Virtual
Neighborhood Meeting
Date: March 22, 2023
Time: 6:00 P.M.
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov
Sun City West
Surprise
Maps
Apr 7, 2023 at 11:44:08 AM
14582–14890 N Sarival Ave
Surprise AZ 85379
United States

ORDINANCE # 2023-15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR PLANNED AREA DEVELOPMENT (PAD) AMENDMENT TO THE PRASADA PAD TO REVISE THE ROADWAY CIRCULATION NETWORK BETWEEEN GREENWAY ROAD AND WADDELL ROAD, FROM LOOP 303 TO SARIVAL AVENUE.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located generally between Greenway Road and Waddell road, from Loop 303 to Sarival Avenue, and is depicted in the attached ***Exhibit A***;

WHEREAS, the subject site is zoned Prasada PAD pursuant to PAD05-465 approved on June 22, 2006;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, this PAD amendment is in harmony with the purposes and intent of the Prasada PAD, the zoning ordinance, and the Surprise General Plan; and

WHEREAS, on May 4, 2023, the Planning and Zoning Commission recommended approval of the subject Prasada PAD amendment.

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

Section 1. *Major PAD Amendment.* The "Prasada PAD" is herewith amended to reflect the development changes subject to the following stipulations:

a. Development and use of the site shall be consistent with the PAD Amendment document entitled "Major Amendment to Prasada PAD (Prasada Gateway Village)", prepared by Beus Gilbert McGroder PLLC, dated February 24, 2023.

b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Section 2. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 3. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 4. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this_____day of _____2023.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A

DEPICTION OF PROPERTY SUBJECT TO THE PAD AMENDMENT

Figure 4: Existing Roadway Network and ADT

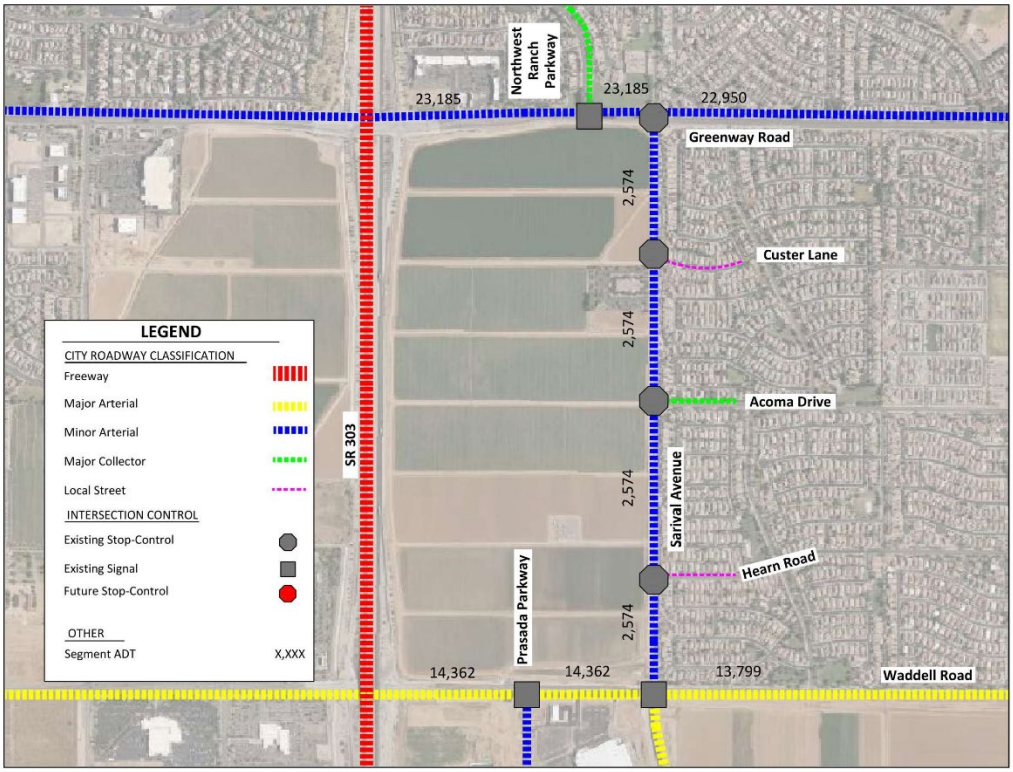
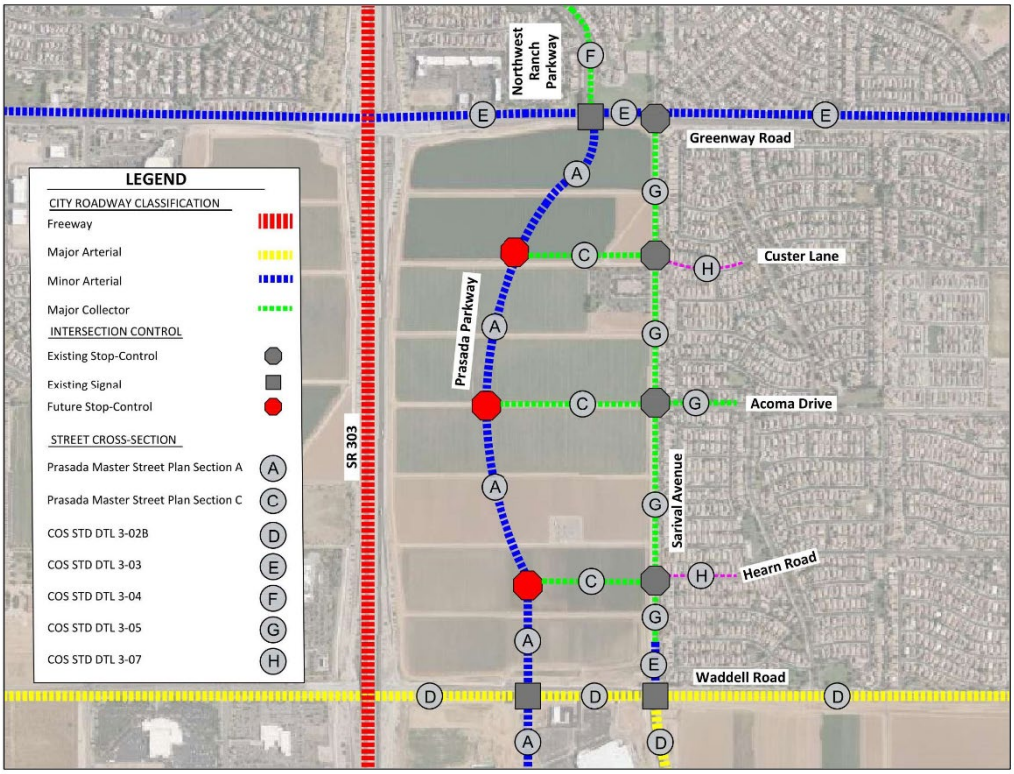


Figure 5: Planned Roadway Network



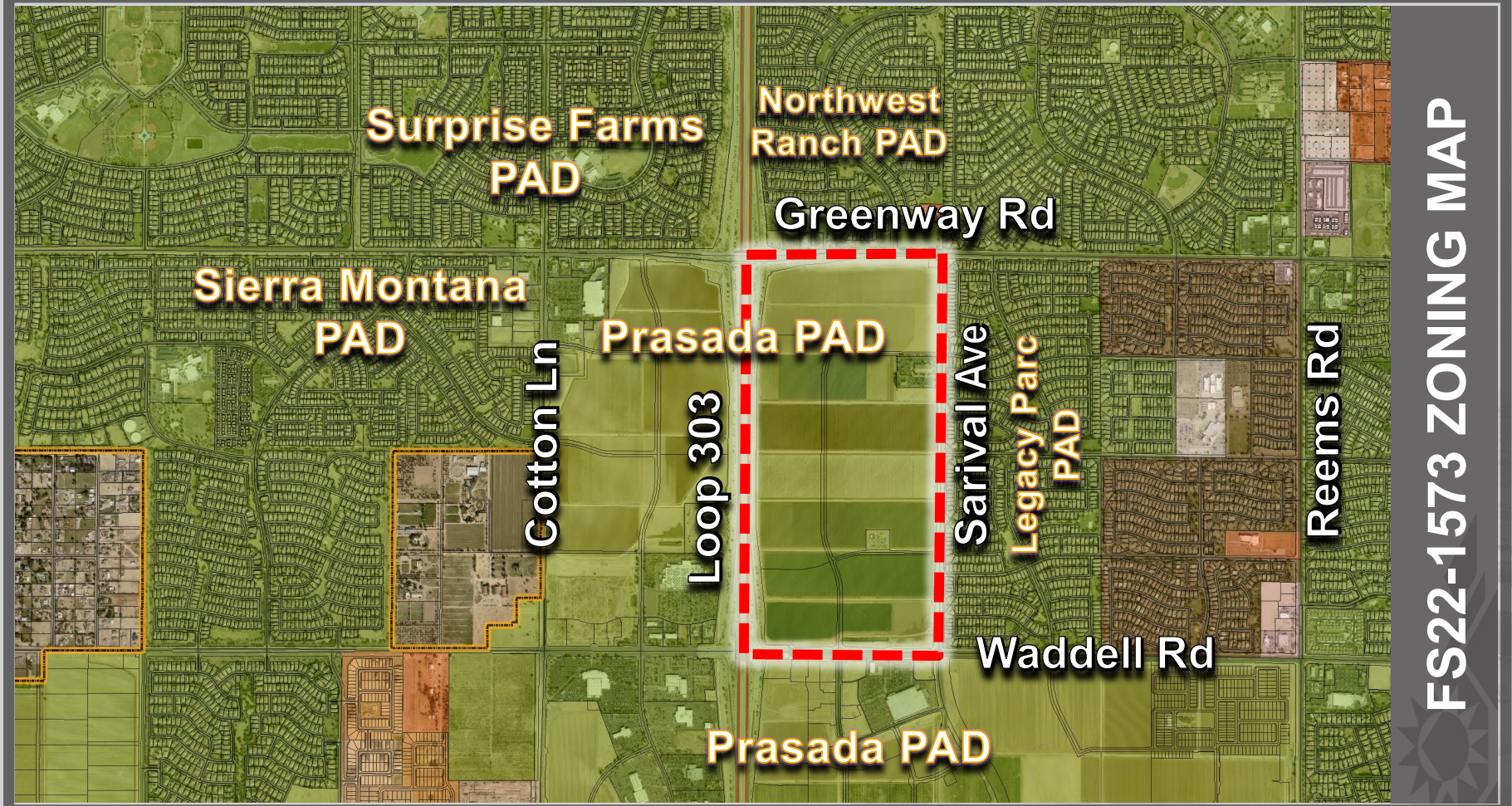
SURPRISE
ARIZONA

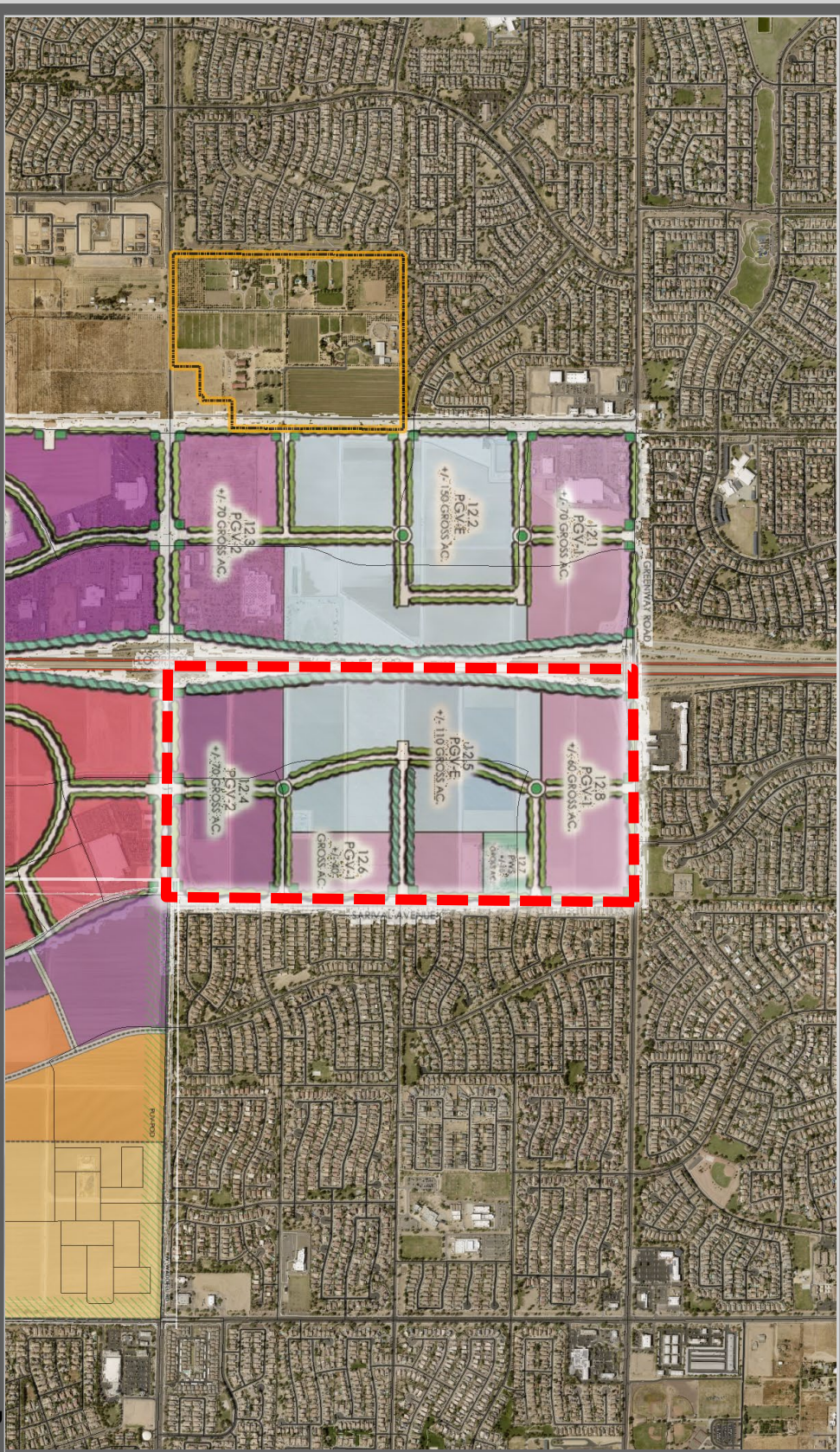
FS22-1573
Prasada Major PAD Amendment
Sarival Ave & Prasada Pkwy

City Council

May 16, 2023

FS22-1573 VICINITY MAP

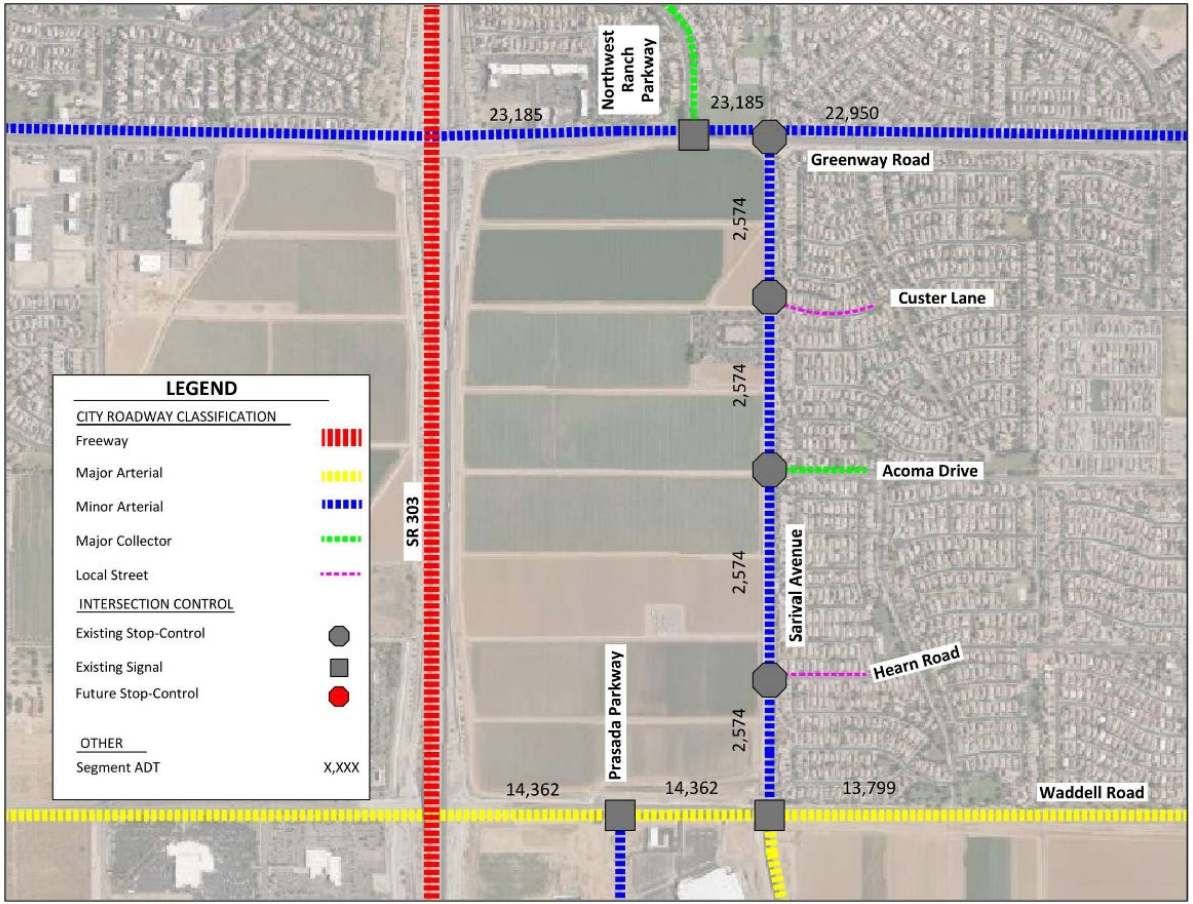

Surprise Farms PAD
Northwest Ranch PAD
Greenway Rd
Sierra Montana PAD
Prasada PAD
Cotton Ln
Loop 303
Sarival Ave
Legacy Parc PAD
Reems Rd
Waddell Rd
Prasada PAD
FS22-1573 ZONING MAP



FS22-1573 LAND USE MAP

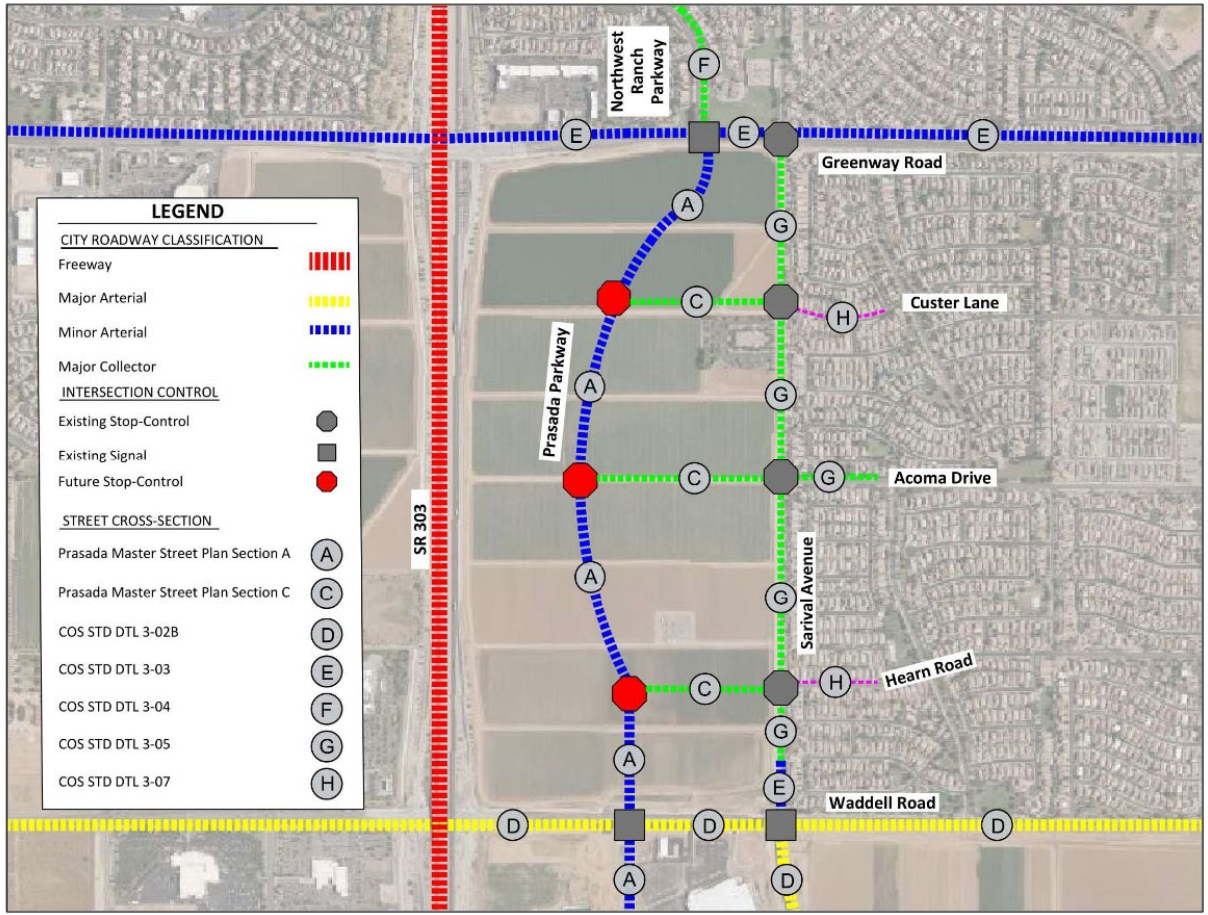
EXISTING ROADWAY NETWORK

Figure 4: Existing Roadway Network and ADT



PROPOSED ROADWAY NETWORK

Figure 5: Planned Roadway Network



OUTREACH

Neighborhood Meetings: March 22 & 23, 2022

- 17 total attendees (8 in-person; 9 online)
- Questions/Concerns:
  - Increased traffic on Northwest Ranch Pkwy
  - Signals and traffic control
  - Nature of TIA
  - Truck traffic
  - Timing
  - Area developments

RECOMMENDATION

P&Z Commission recommended Approval to the Mayor and City Council, subject to stipulations ‘a’ and ‘b’.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

STIPULATIONS

a. Development and use of the site shall be consistent with the PAD Amendment document entitled “Major Amendment to Prasada PAD (Prasada Gateway Village)”, prepared by Beus Gilbert McGroder PLLC, dated February 24, 2023.
b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023

Contact Person: Jodi Tas, MNGMNT ANALYST - SR

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Presentation and discussion pertaining to a Maricopa Association of Governments update on Air Quality.

Motion:

N/A

Background:

On October 7, 2022, the EPA published a final rule in the Federal Register to determine that the Maricopa Eight-Hour Ozone Nonattainment Area did not attain the 2015 ozone standard. For this reason, Maricopa County was reclassified from a "Marginal" to the more stringent classification of "Moderate" nonattainment. The new attainment date for Moderate Areas is August 3, 2024. This update will include the impacts of moderate nonattainment and an overview of the air quality plan development process and federal requirements as well as how we can help reduce the classification.

Objective Analysis:

To learn what this classification means to our region and the impacts it will have on our transportation system if we do not reduce air polution.

Policy Compliant:

Yes

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

No

ATTACHMENTS:

1. Ozone Presentation

OZONE NONATTAINMENT

City of Surprise

May 16, 2023

MARICOPA ASSOCIATION of GOVERNMENTS

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THE BOTTOM LINE

The MAG region has been designated Moderate and is on a path to being **recategorized as Serious nonattainment for ozone**.

Ozone endangers public health and negatively impacts economic growth.

Roadway and transit investments included in the **Prop 400E plan are critical components of our region's air quality attainment plan**.

Need meaningful areawide ozone emission reduction measures and federal engagement to avoid **federal intervention and sanctions**.

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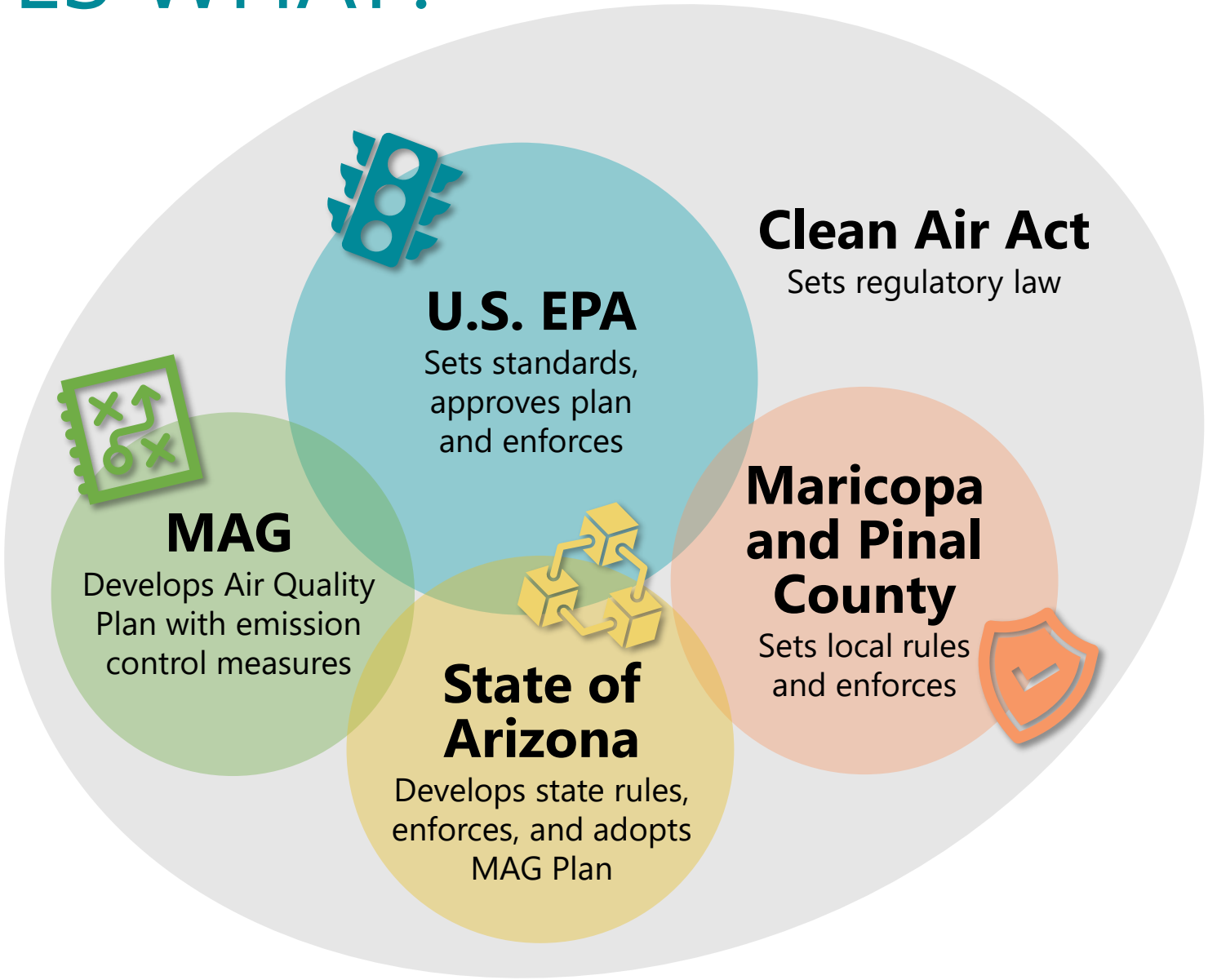
WHO DOES WHAT?



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BACKGROUND

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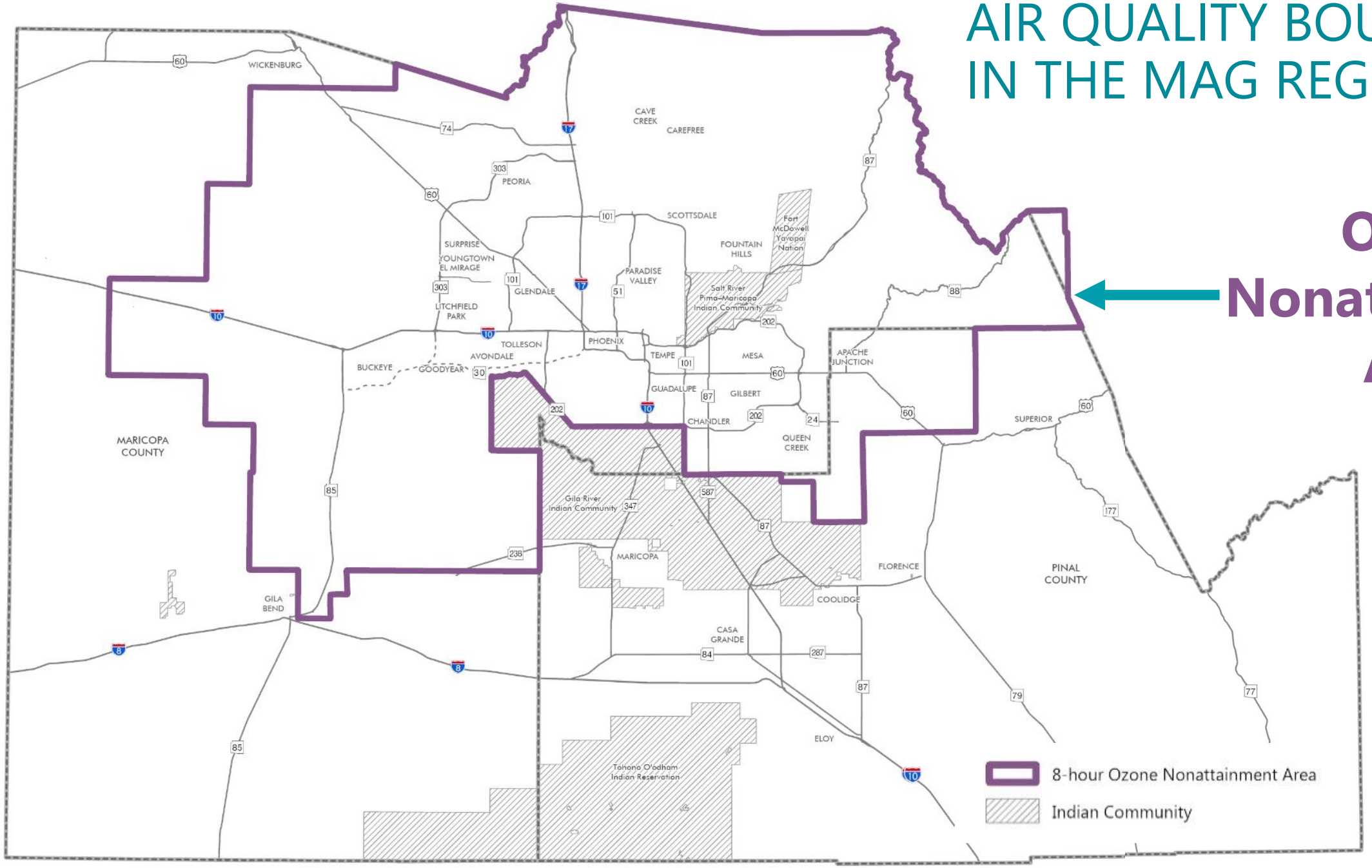
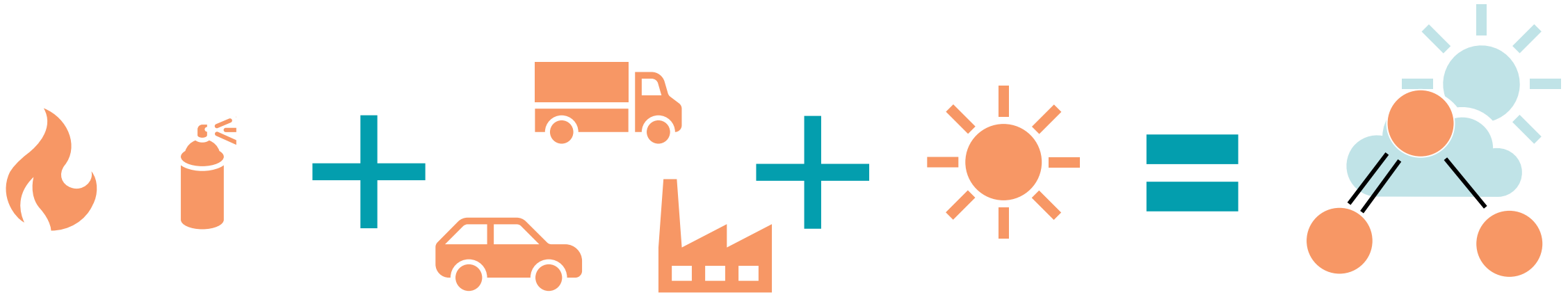
AIR QUALITY BOUNDARIES IN THE MAG REGION



Ozone Nonattainment Area

HOW OZONE IS FORMED



ITEMS IN THE AIR: VOLATILE ORGANIC COMPOUNDS

EMISSIONS: OXIDES OF NITROGEN

SUNLIGHT

OZONE (O3)

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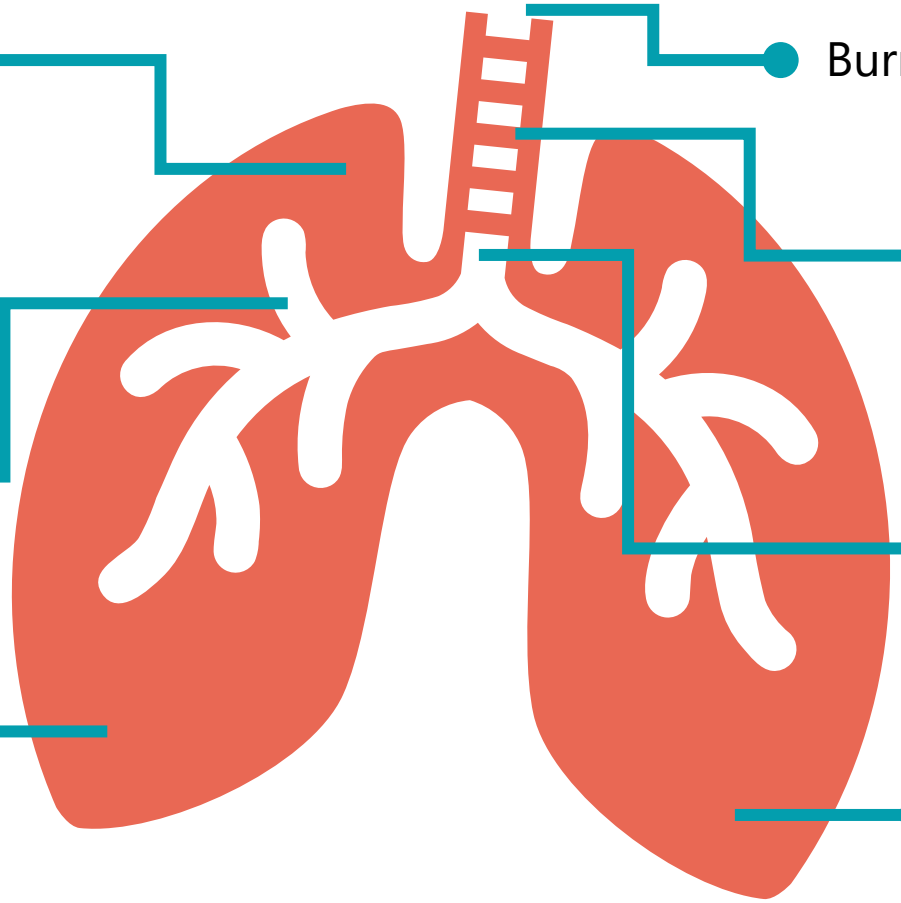
PUBLIC HEALTH IMPACTS OF OZONE



Makes it more difficult to breathe deeply and vigorously and causes pain when taking a deep breath.

Aggravates lung diseases such as asthma, emphysema, and chronic bronchitis.

Increases the frequency of asthma attacks.

Burning and watery eyes.

Causes coughing and sore or scratchy throat.

Inflames and damages the airways.

Makes the lungs more susceptible to infection.

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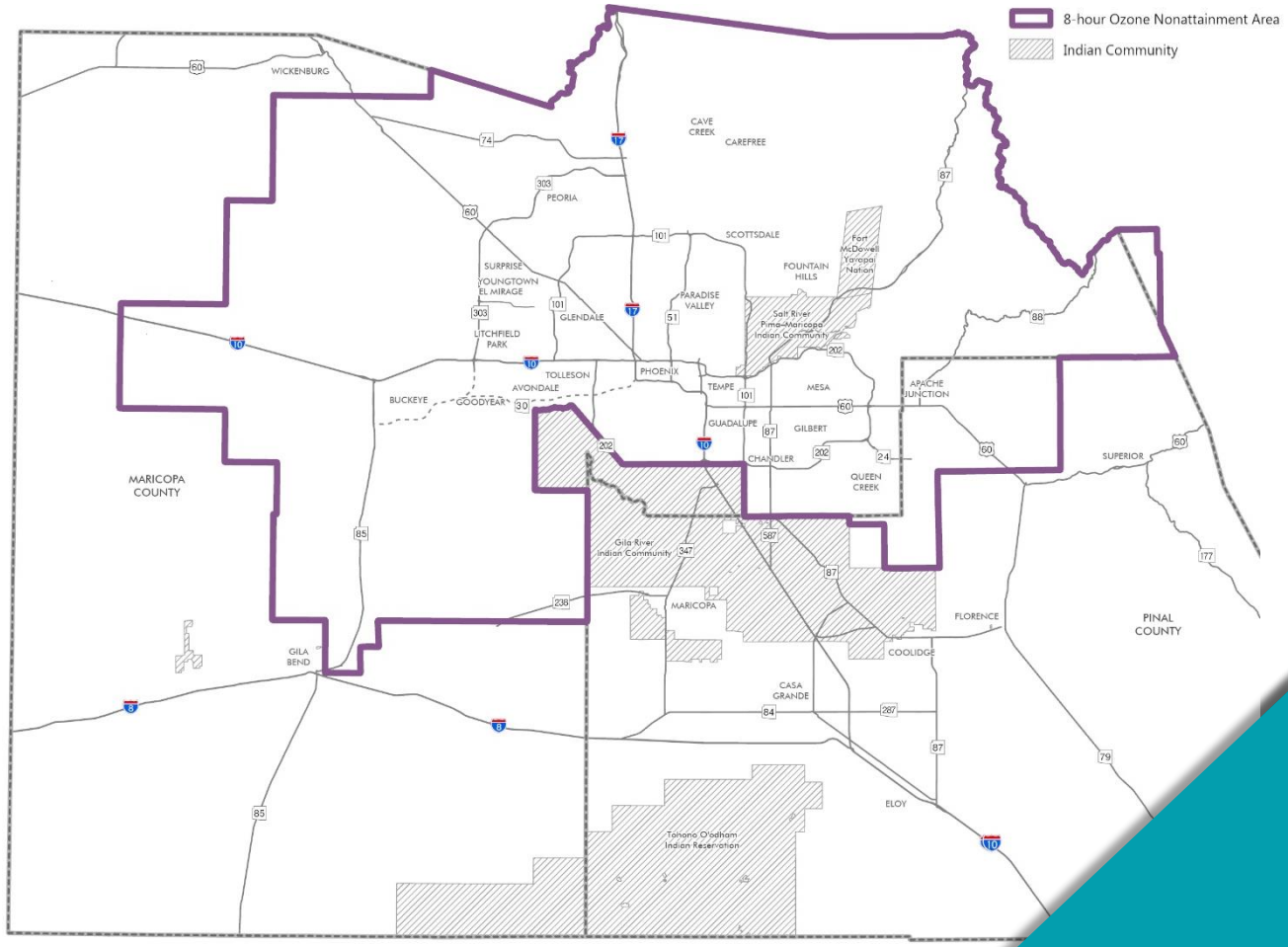
CURRENT OZONE NONATTAINMENT STATUS

Federal Standard	Clean Air Act Nonattainment Designation	2021	2022*
70 ppb	Moderate	~75-80 ppb	~77-81 ppb

*2022 ozone season wildfire influence still under analysis



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OZONE NONATTAINMENT REQUIREMENTS

CLEAN AIR ACT – ESCALATING OZONE NONATTAINMENT CLASSIFICATIONS

MOST DESIRABLE "ATTAINMENT"

LEAST DESIRABLE

(2018) + 3 YEARS

MARGINAL

- Transportation Conformity Required
- More Stringent Permits for Large New and Existing Business
- Emission Offsets
- Emissions Statement
- Periodic Emissions Inventory Updates

(2021) +3 YEARS

MODERATE

- Motor Vehicle Emissions Budget
- 15% Emission Reduction Over Six Years
- Vehicle Emissions Testing Program
- Contingency Measures For Failure To Attain
- Areawide Emission Controls Measures
- Ozone Precursor Reduction Rules For Industrial Sources

(2024) +3 YEARS

SERIOUS

- VMT Demonstration & TCMS If Needed
- Enhanced Vehicle Emission Testing Program
- Clean Fuels Prog. (If Applicable)
- Modeled Demo of Attainment
- 3% Annual Ozone Reductions Until Attainment
- Milestone Contingency Measures For RFP
- Enhanced Monitoring

(2027) +6 YEARS

SEVERE

- Penalty Fee Program For Major Sources
- VMT Growth Offset
- Low VOC Reformulated Gas

(2033) +5 YEARS

EXTREME

- Traffic Controls During Congestion
- Clean Fuels Req For Boilers

NOTE: Classification Program Requirements Are Cumulative

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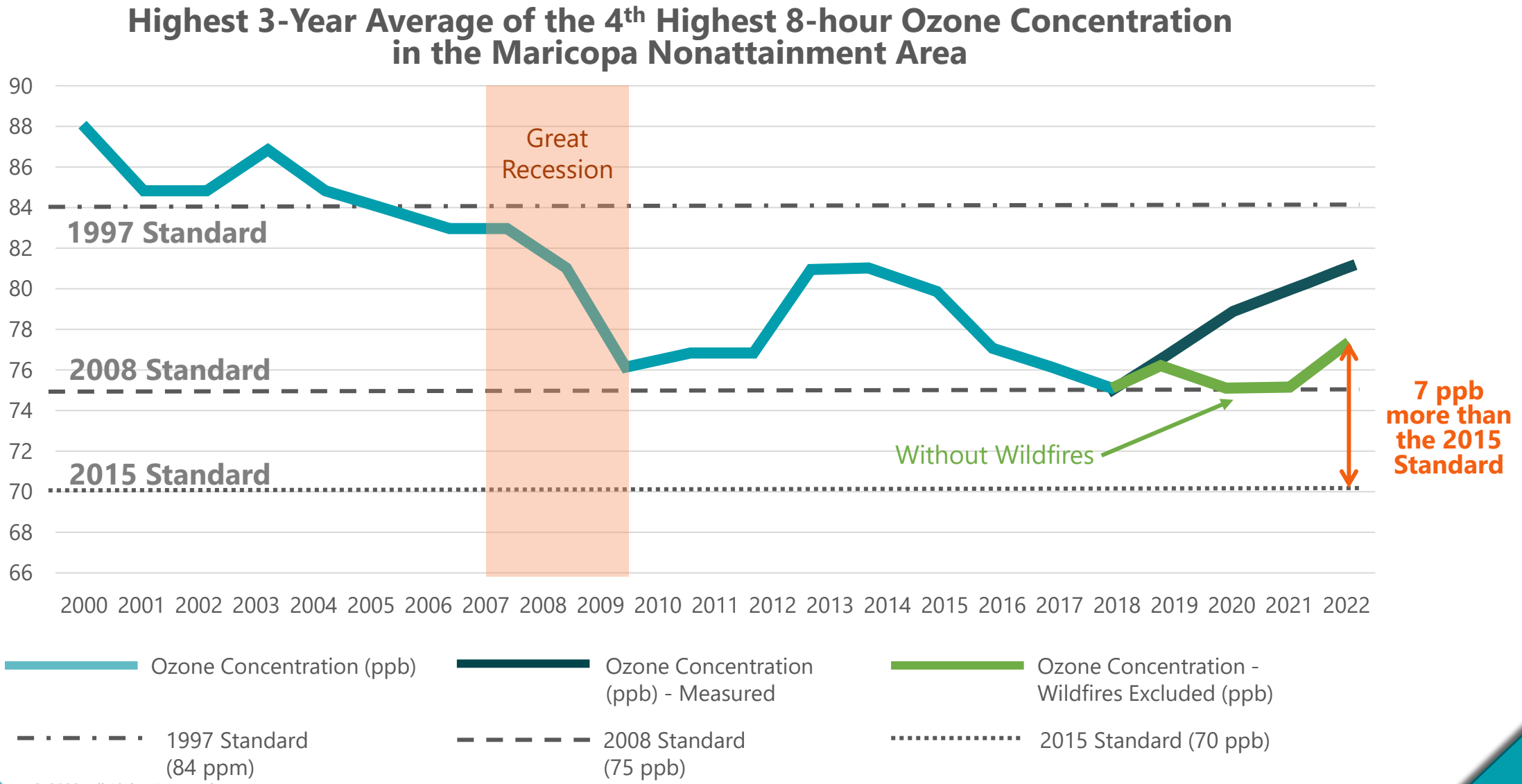
Source: CAA Sections 182 (a) through (e)

8-HOUR OZONE CONCENTRATION



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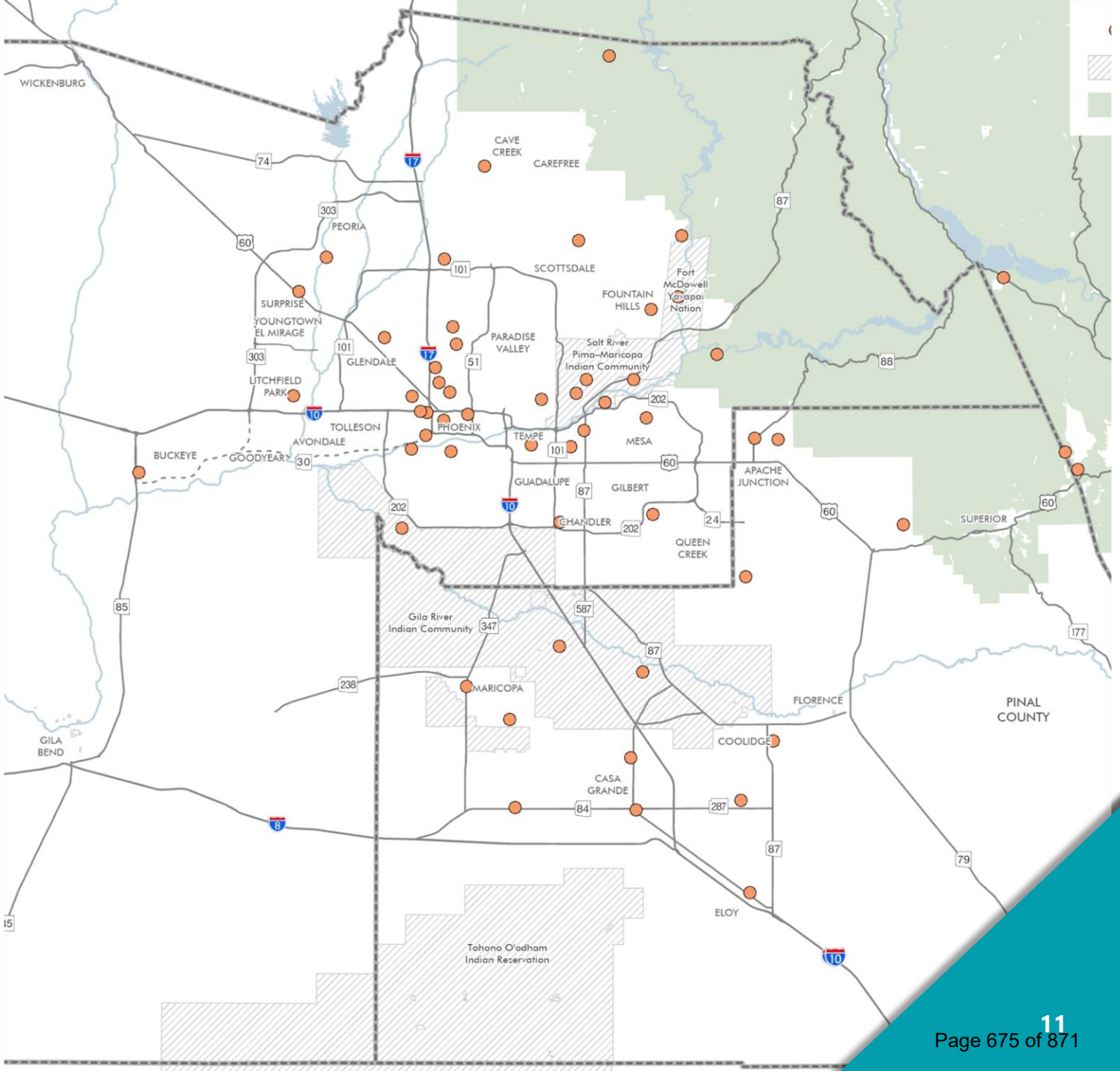
REGIONAL AIR QUALITY MONITORS

Regionwide air quality measurements collected



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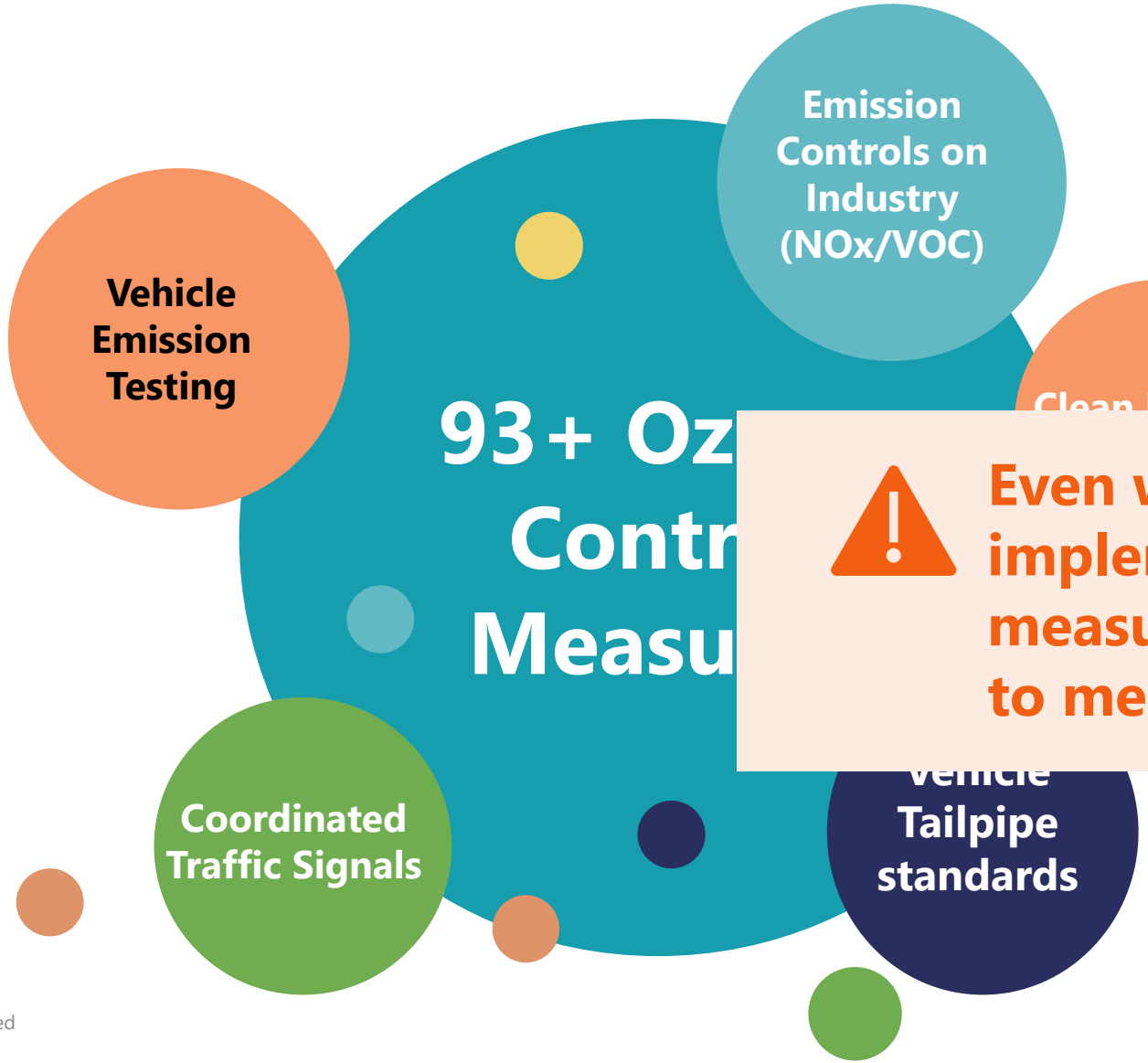
REGIONAL OZONE AIR QUALITY MEASURES



Even with more than 90 implemented emission control measures, we are still not likely to meet the 2024 deadline.

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CURRENT OZONE ATTAINMENT DEADLINES

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OZONE NONATTAINMENT: WHAT DOES IT MEAN FOR BUSINESS?

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AIR QUALITY PERMITTING FOR BUSINESS

Nonattainment Area

New Major Source

OR

Major Modification to Existing Source

Emission Offsets Required

ADEQ Emissions Bank

OR

Private Emission Credit

Complete Permit & Begin Operating

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EMISSION OFFSETS GET MORE DIFFICULT

	MARGINAL	MODERATE	SERIOUS	SEVERE	EXTREME
Major Source Threshold	100	100	50	25	10
Required Offset	110	115	60	32.5	15
Major Modification Threshold	40	40	25	25	

Marginal to Moderate typically impacts *very large industry* sources: EGUs, microchip manufacturers, etc.

Serious would impact *most industrial businesses*: concrete batch/hot mix asphalt, data centers, coating operations, etc.

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LOCAL EMISSIONS OFFSET EXAMPLES

THESE FACILITIES LIKELY DON'T GET BUILT IN SERIOUS NONATTAINMENT AREA

Serious Nonattainment Area	FACILITIES	Emission Offsets Required
New Major Source = 50 tons per year	*Major Chip Manufacturer = 90 tons per year (tpy)*	*Offset of 108 tpy*
	Data Center = 50+ tpy	*Offset of 60+ tpy*

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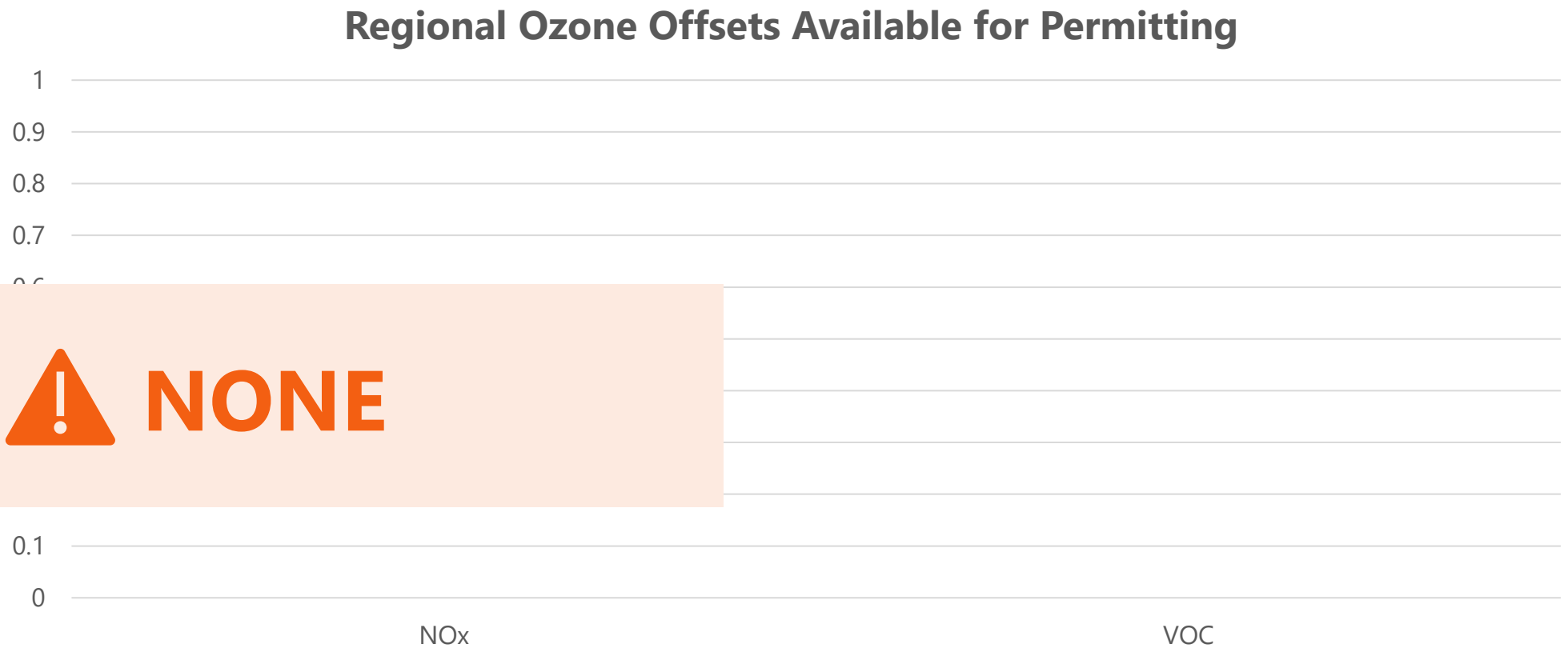
AVAILABLE EMISSIONS OFFSETS IN REGION



NONE

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WHAT ARE THE BUSINESS IMPACTS OF MOVING FROM MODERATE TO SERIOUS?

- Today, only very large businesses are impacted (100+ tpy).
- Moving to Serious nonattainment will **result in impacts to most industrial businesses** (50+ tpy).
- Emissions **offsets requirements escalate**.
- MAG region has **no emissions offsets in the bank**.
- **Implications will affect new business locates and business expansion**.

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ADDRESSING COMPLIANCE WITH THE OZONE STANDARD

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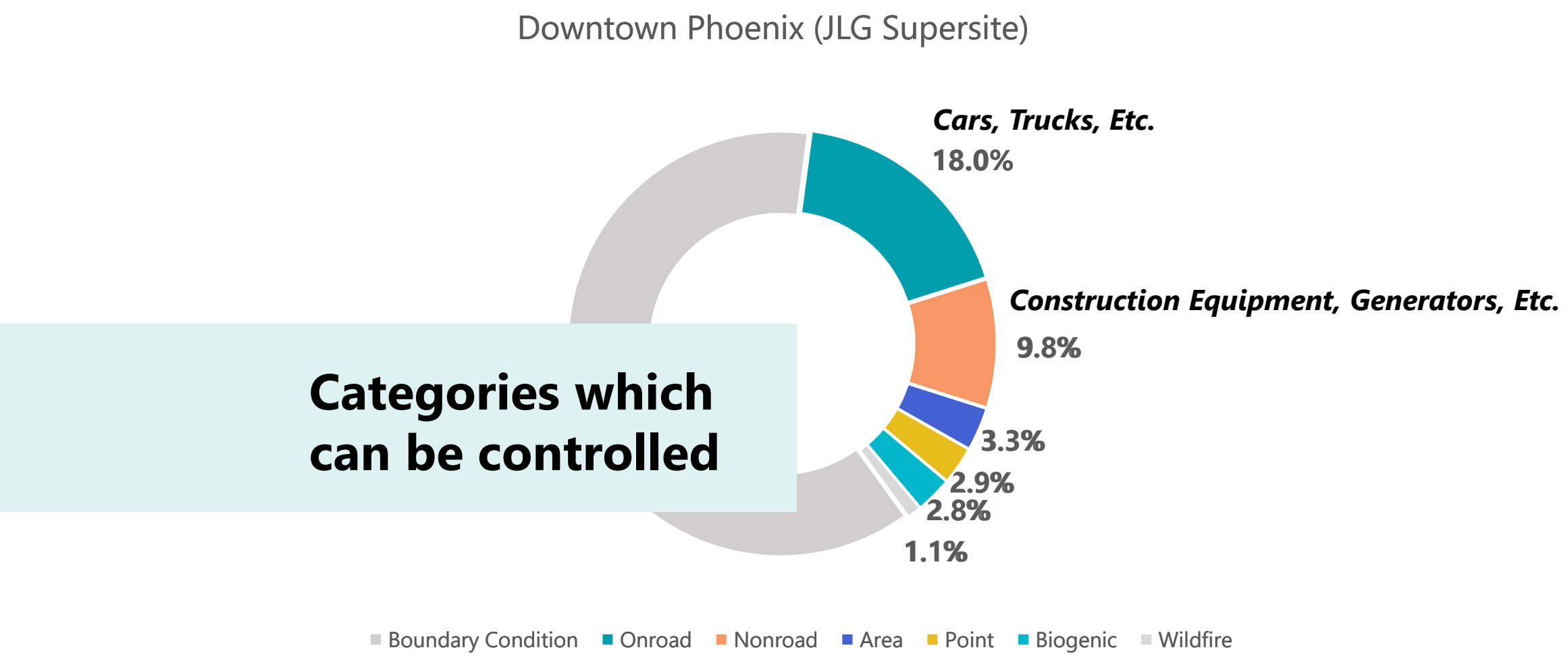
REGIONAL OZONE AIR QUALITY SOURCES



Categories which can be controlled

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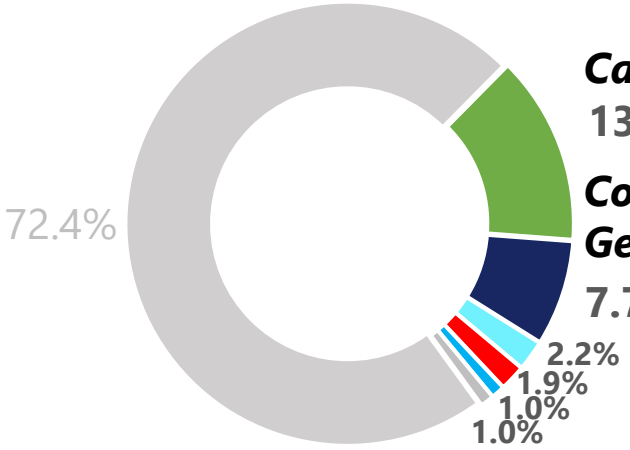
OZONE:
A REGIONWIDE PROBLEM

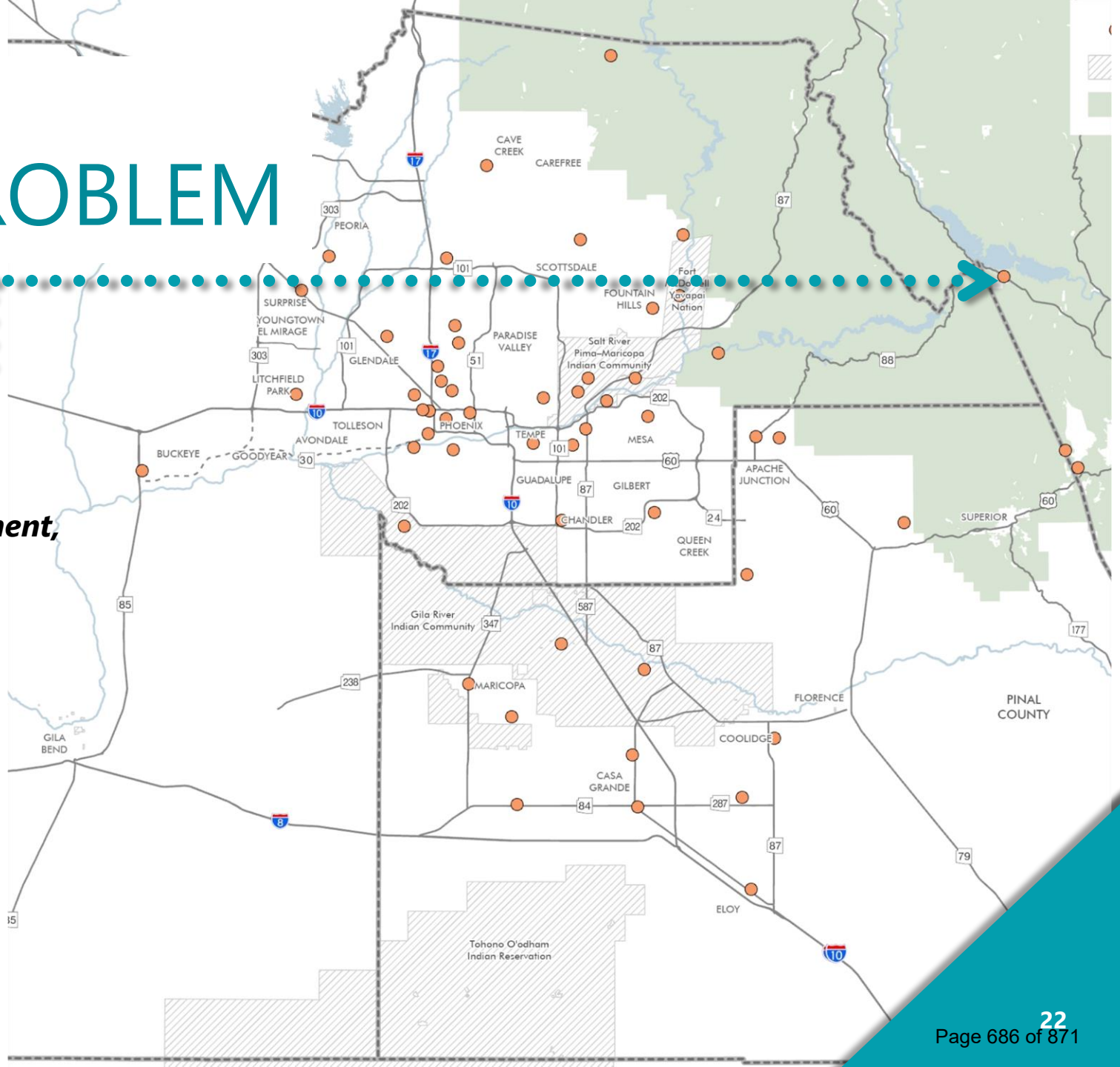
Tonto National Monument



Cars, Trucks, Etc.
13.8%

Construction Equipment, Generators, Etc.
7.7%

- Boundary Condition
- Nonroad
- Point
- Wildfire
- Onroad
- Area
- Biogenic



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NEW CONTROL MEASURE CATEGORIES

New regulatory requirements.

AND

Investments/ enhancements to the regional transportation system.

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NEW CONTROL MEASURE CATEGORIES

AND

New regulatory requirements.

New regulatory requirements.

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OUR COMPETITIVE ADVANTAGE

These investments have become our region's economic competitive advantage.

Amongst our peers, we have the ***lowest travel times and levels of congestion,*** and the ***highest travel time reliability***.

URBAN MOBILITY REPORT TRAVEL TIME INDEX (TTI)

Rank	Urban Area	TTI
1	Phoenix, AZ	1.08
…	…	…
12	Houston, TX	1.15
13	Los Angeles—Long Beach Anaheim, CA	1.16
14	San Francisco, CA	1.16

INRIX DELAY COST PER DRIVER

Rank	Urban Area	Cost
1	Phoenix, AZ	$321
…	…	…
20	Los Angeles	$968
21	Miami	$1,028
22	Boston	$1,223

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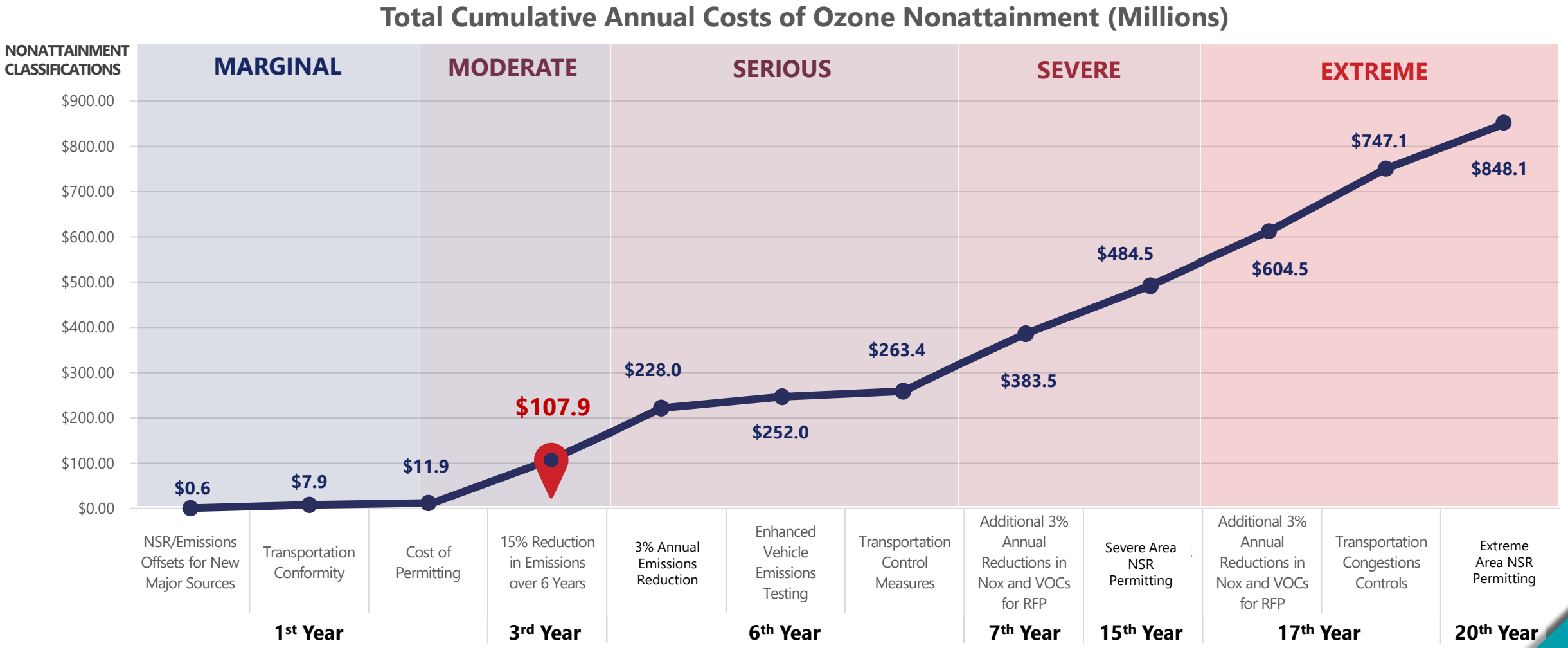
OZONE NONATTAINMENT IS EXPENSIVE



Sources:
"Potential Cost of Nonattainment in the San Antonio Metropolitan Area" - https://www.aacog.com/DocumentCenter/View/41742/Contract_582-16-60180_Deliverable_5-2_Cost_of_Nonattainment_Analysis_Rev0?bidId=
"The Potential Cost of an Ozone Nonattainment Designation to Central Texas" - http://www.capcog.org/documents/airquality/reports/2015/Potential_Costs_of_a_Nonattainment_Designation_09-17-15.pdf
"NSR 90-Day Review Background Paper" - https://www.epa.gov/sites/production/files/2015-08/documents/nsr-review.pdf
"Average Construction Cost for Selected Technology Types" - https://www.eia.gov/todayinenergy/detail.php?id=31912

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OZONE NONATTAINMENT IS EXPENSIVE

Corpus Christi: $600 million-$1.7 billion each year

Texas A&M/South Texas Economic Center May 2022 study shows a failure to meet the EPA ozone standards would result in significant permitting and economic impacts.

Oklahoma City – Shawnee Combined Statistical Area (CSA): $9.6-$15.2 billion over a 20- to 30-year period

Oklahoma City (ACOG) March 2022 study shows high cost for violation of federal air quality standards and ensuing federal regulatory requirements.

COSTS INCLUDE:

- **Air quality permits & offsets.**
- **Increased unit cost per product or service.**
- **Stringent pollution controls.**
- **Impacted economic activity due to industrial and road construction delays.**
- **Missed business development opportunities.**

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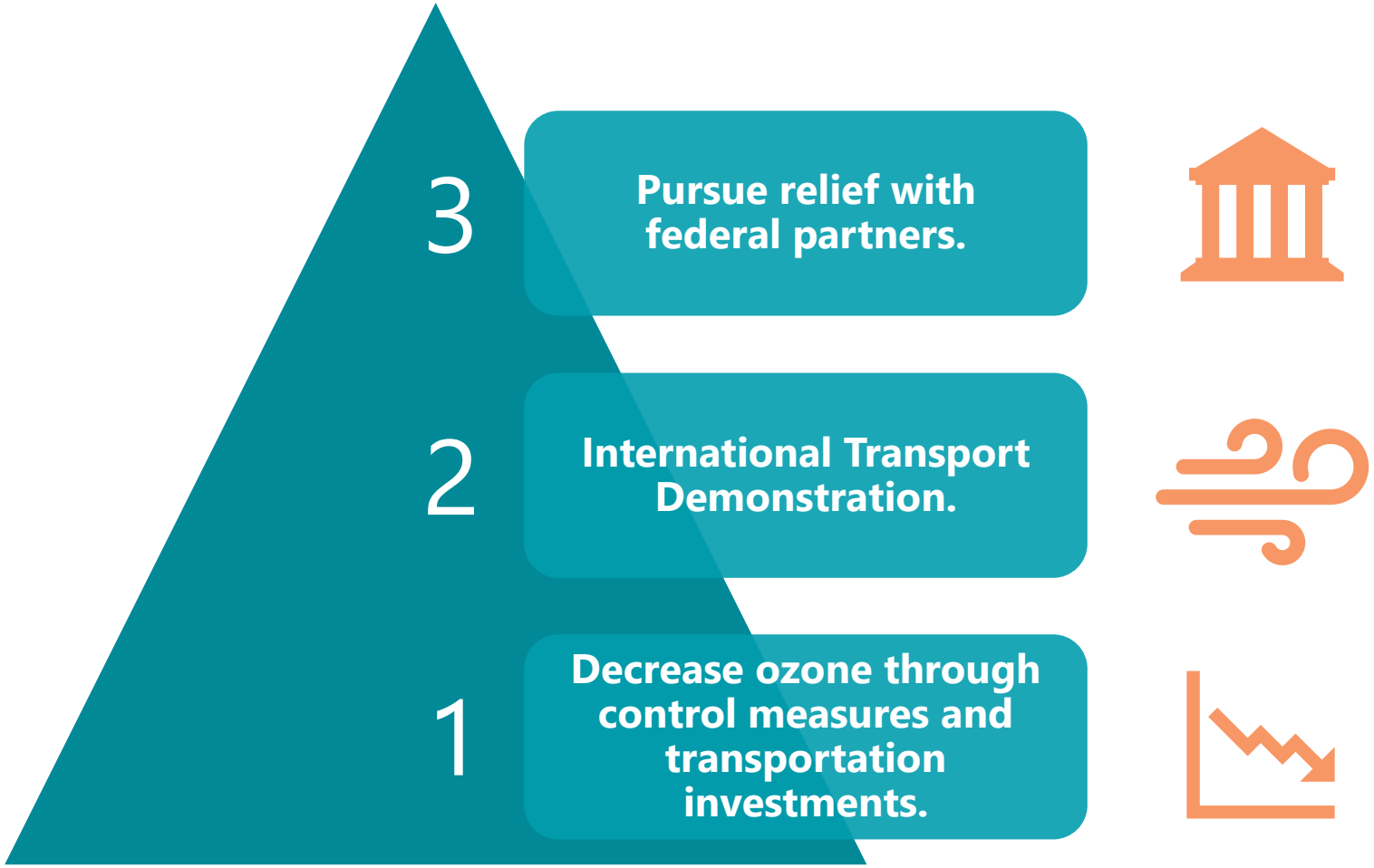
MAG STRATEGY TO ADDRESS COMPLIANCE WITH OZONE STANDARD



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THE BOTTOM LINE

The MAG region has been designated Moderate and is on a path to being **recategorized as Serious nonattainment for ozone**.

Ozone endangers public health and negatively impacts economic growth.

Roadway and transit investments included in the **Prop 400E plan are critical components of our region's air quality attainment plan**.

Need meaningful areawide ozone emission reduction measures and federal engagement to avoid **federal intervention and sanctions**.

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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023

Contact Person: Michael Boule, ASST DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource Management

District: Citywide

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to authorizing the execution of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its clean water revolving fund program for the capital project improvements associated with the SPA 1 Capacity Enhancements project, P71490 in an amount not to exceed $34,980,000; delegating the determination of certain matters relating thereto; authorizing the taking of all other action necessary to the consummation of the transaction contemplated by the loan documents; and declaring an emergency; Resolution #2023-51.

Motion:

I move to approve Resolution #2023-51.

Background:

On January 17, 2023 Surprise City Council approved Resolution 2023-07 authorizing the Water Resource Management Department to submit a loan application to the Water Infrastructure Finance Authority (WIFA). On February 15th the WIFA Federal Programs Committee voted unanimously in support of the loan agreement with Surprise. On March 17th the WIFA Board voted unanimously in support of the loan agreement with Surprise. The action associated with this Council item will authorize the execution of the loan agreement and funding of the principal amount of $34,980,000. WIFA has agreed to $1,000,000 of principal forgiveness and an interest rate not to exceed four and one-quarter percent (4.25%) per annum for a 20 year term.

If the loan agreement is executed by City Council, the Water Resource Management Department will pledge the revenues from the City's Water and Wastewater Utilities for the repayment of the WIFA loan. The debt service anticipated from this request will not require water or sewer rate adjustments. WIFA has identified that.

The funding associated with this loan will be used to implement the construction phase of the Special Planning Area 1 Water Reclamation Facility Capacity Enhancements. The project will replace 3.5 million gallons per day of wastewater treatment plant capacity. The project will include the construction and installation of jet aeration, recharge basins, headworks improvements, and chemical building

improvements.

Objective Analysis:
Financing projects through WIFA provides for more favorable interest rates and savings to the City. Without approval of this resolution other more expensive funding resources would need to be pursued.

Policy Compliant:
This item is compliant with the city's Comprehensive Financial Management Policies.

Financial Impact:
The Sewer Operations fund will be responsible for yearly debt payments of approximately $2,600,000 for 20 years. The first debt payment will be scheduled for July 1st, 2024 and the final payment will be July 1st, 2043.

Budget Impact:
Approval of this resolution will not have a budget impact this fiscal year. The anticipated debt service associated with the repayment of the WIFA loan, if approved, will be incorporated in future year budgets.

FTE Impact:
None.

ATTACHMENTS:
1. 5.1.23 Updated and Final Resolution Accepting WIFA Loan Application
2. May 16th Updated WIFA Project

RESOLUTION # 2023-51

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AND ACCEPTING A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA ("WIFA")

WHEREAS, the City of Surprise, Arizona, ("City") previously identified a need for a wastewater capital improvement project; and

WHEREAS, the Mayor and Council previously approved, via Resolution # 2023-07, the City's application for a WIFA loan. The WIFA loan application was set forth in Exhibit A to Resolution #2023-07;

WHEREAS, pursuant to Arizona Revised Statutes ("A.R.S."), Section 9-571 ("A.R.S. § 9-571"), a city may construct, acquire, or improve a wastewater treatment facility with monies borrowed from or financial assistance ("loan" or "repayment agreement") provided by WIFA;

WHEREAS, the City previously entered into a Repayment Agreement with WIFA, a copy of which was set forth in Exhibit B to Resolution # 2023-07;

WHEREAS, pursuant to A.R.S. § 9-571, a city with a population of one hundred fifty thousand persons or less may pledge the revenues of that city's utility system to the payment of the WIFA repayment agreement, if the pledge of revenues does not violate any covenant pertaining to the utility system or the revenues pledged to secure outstanding bonds or other obligations of the city;

WHEREAS, the population for the City of Surprise is under 150,000 in population as of the most recent U.S. Census Date;

WHEREAS, the City's Water Resource Management Director and the City's Finance Director have determined that revenues from Surprise's utility system that will be pledged to the repayment of the WIFA loan will not violate any other covenant pertaining to the City's utility system;

WHEREAS, it is in the best interest of Surprise to accept the WIFA loan in an amount not to exceed $34,980,000 for such wastewater capital improvement project, including new headers, replacement of surface aerators, a new blower building, a new disinfection building, a new motor control center room, remediation at the treatment facility and construction of a recharge basin; and, the payment of the City's proportionate share of expenses of administering the project and loan repayment program and any bonds issued with respect thereto;

WHEREAS, the WIFA loan shall be repaid before or on twenty-one (21) years from the date of the execution and delivery of the loan agreement and shall bear interest at a rate not to exceed four and one-quarter percent (4.25%) per annum; and

WHEREAS, the proposed form of the loan agreement is attached hereto as Exhibit 1, and is on file with the Clerk of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, as follows:

Section 1. The City Manager or his designee, including the Finance Director, are hereby authorized to accept the WIFA loan from the Clean Water State Revolving Fund.

Section 2. The City Manager or his designee, including the Finance Director, are hereby authorized to take such actions as are necessary to accept the WIFA loan in an amount not to exceed $34,980,000 payable from revenues of the City's utility system.

Section 3. The form, terms and provisions of the loan agreement, attached hereto as Exhibit 1, including any exhibits thereto, are hereby approved consistent with the loan application of the City to WIFA (Resolution # 2023-07, Exhibit A), and/or the requirements of the federal government or WIFA.

Section 4. The City shall pay all loan repayments as set forth in the loan agreement (Exhibit 1 hereto).

Section 5. The obligation of the City to pay the loan repayments provided for in the loan agreement is limited to payment from the source of repayment which is pledged therefor pursuant to the loan agreement, and the obligations of the City pursuant to the loan agreement shall not constitute or give rise to a general obligation of the City or any claim against its *ad valorem* property taxing powers, or constitute an indebtedness within the meaning of any statutory or constitutional debt limitation applicable to the City.

Section 6. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution and the loan agreement attached hereto as Exhibit 1.

Section 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the residents and citizens of the City.

Section 8. An emergency is hereby declared for the reason that the execution and delivery at the earliest possible date of the loan agreement is needed to secure the lowest possible interest cost to the City, and this Resolution is enacted as an emergency measure and shall be in full force and effect immediately upon its passage and adoption by the Mayor and Council, and this Resolution is hereby exempt from the referendum provisions of the Constitution and the laws of the State of Arizona.

Section 9. After the execution and delivery of the Loan Agreement and upon receipt of the Loan from the Authority, this Resolution shall be and remain irrepealable until the Loan and the Loan Agreement and the interest thereon shall have been fully paid, cancelled and discharged.

APPROVED AND ADOPTED this ___ day of May, 2023.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit 1

WIFA Loan Repayment Agreement

City of Surprise and

Water Infrastructure Finance Authority of Arizona

Borrower – Table of Contents

Document	Tab
City of Surprise's Borrowing Resolution	1.
WIFA Board Resolution	2.
Loan Agreement	3.
Loan Agreement Addendum-Wage Rate and Forgivable Principal Requirements for Compliance with P.L. 111-88	4.
Loan Agreement Addendum-American Iron and Steel Requirements for Compliance with Federal Law	5.
Exhibit A of Loan Agreement: Financial Terms and Conditions	6.
Exhibit B of Loan Agreement: Technical Terms and Conditions	7.
Exhibit C of Loan Agreement: Reporting Requirements	8.
Exhibit D of Loan Agreement: Source of Repayment and Rate Covenant Provisions	9.
Exhibit E of Loan Agreement: Debt Service Reserve Requirements	10.
Exhibit F of Loan Agreement: Replacement Reserve Requirements	11.
Exhibit G of Loan Agreement: Opinion of Local Borrower	12.
Exhibit H of Loan Agreement: Tax Compliance Certificate of Local Borrower	13.
IRS Form 8038-G	14.
Standard Terms and Conditions	15.

City of Surprise Borrowing Resolution

TO BE PROVIDED BY BORROWER PRIOR TO CREATION OF LOAN CLOSING DOCUMENTS

Loan Resolution 2023-039 – City of Surprise

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the "*Authority*") has received from City of Surprise (the *"Local Borrower"*) a request for a loan (the "*Loan*"); and

WHEREAS, the Authority has determined that the Local Borrower has met the requirements of Arizona Revised Statutes §49-1201 et seq. (the "*Act*") and the rules promulgated thereunder (the *"Rules"*); and

WHEREAS, the terms and conditions under which a Loan will be made and the obligations of the Local Borrower will be set forth in a loan agreement or bond purchase agreement (the "*Loan Agreement*") to be executed by the Local Borrower and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Director of the Authority is hereby authorized and directed to execute a Loan Agreement with the Local Borrower to evidence a Loan in accordance with the Act, the Rules, the Local Borrower's applications to the Authority, and the Project Summary detailed in Section 2 of this Loan Resolution.

The Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution and the Loan Agreement and to ensure that the Local Borrower has completed all requirements of the Authority as detailed in Section 3, Section 4, and Section 5 of this Loan Resolution.

This Resolution shall take effect immediately and shall terminate one year from the date of Board Action.

Dated: March 17, 2023

By:_____ Attest:_____

Chairman Director

Section 2: Project Summary

2.1 Project Number(s)

CW 008-2023

2.2 Project Priority Data

PPL Rank	Funding Cycle	Population Served	Subsidy Rate
10	CW 2023	134,538	85%

2.3 Project Description(s)

This loan will fund a header for better hydraulic flows through the fine screens; Two of the current five plants will have their surface aerators replaced with sub surface jet aeration; a new blower building with five new blowers and controls to take advantage of the efficiencies that jet aeration and inverter rated blower motors will provide; a new disinfection building will be constructed along with new equipment and plumbing for chlorine distribution and increased sampling accuracy; a new room for electrical runs from the existing effluent pumps, remediation of poor compaction and sinking at the treatment facility; and a third recharge basin will be constructed to replace the existing well field which is at the end of its useful life.

2.4 Previous Board or Committee Actions

October 14, 2009 – WIFA Board approved Loan (#91A137-10) to award $1,500,000 to create a point of connection to the City of Surprise reclaimed water system to provide pressurized reclaimed water to water parks, ball fields, green belts and landscaping.

1995 – WIFA Board approved Loan (#910011-96) to award $5,200,000 to the City of Surprise for CIP wastewater system improvements.

2.5 Project Finance Committee Recommendations

Not Reviewed by Project Finance Committee

Section 3: Financial Assistance Terms & Conditions (Section 7.1 of Due Diligence)

Financial Assistance Amount: $34,980,000 with $1,000,000 in forgivable principal

Primary Repayment Source: Utility System Revenues

Secondary Repayment Source: None

Loan Term: 20 years

Frequency of Repayment: Semi-Annual

Loan Structure: Standard Governmental Level-1; Green Project Reserve Eligible

Debt Service Reserve Fund Requirements: No Requirement

Repair and Replacement Fund Requirements: No Requirement

Requirements Prior to Loan Execution:

Require Legal Opinion: Yes

Other: No Requirement

Requirements Prior to Construction: No Requirement

Requirement During Construction: No Requirement

Requirements Prior to Final Disbursements: No Requirement

Loan Category: Qualified, Not Qualified

Policy Exceptions: None

Section 4: Technical Terms & Conditions (Section 7.2 of Due Diligence)

Observation Schedule B:

Observation 1: Upon borrower notification of construction commencement

Additional Observations: at least one site observation within each 12 month period

Final Observation: 80% construction budget disbursement

Withholding Percentage:

10% (released after deliverables received)

Requirements Prior to Loan Execution: No Requirement

Requirements Prior to Construction:

Submittal of Construction Bids: Yes

Project Publicity/Signage: Yes

The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Other: No Requirement

Requirements During Construction:

Prior Review of Changes in Project Scope: Yes

The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Other: No Requirement

Requirements Prior to Releasing Withholdings:

10% Withholding

Require Plan of Operation: Yes

Require Final Approval: Yes

Other: No Requirement

Policy Exceptions: None

Section 5: Additional Notice & Reporting Requirements (Section 7.3 of Due Diligence)

Other: Wage rate reporting requirements; Use of American Iron and Steel requirements. Build America, Buy America Act requirements (if applicable).

Loan Agreement

Water Infrastructure Finance Authority of Arizona
(the "Authority")

and

City of Surprise
(the "Local Borrower")

Evidencing a Loan from the
Authority to the Local Borrower

Dated as of TBD

Table of Contents

Article 1 Description of the Loan

Section 1.1 Name and Address of Local Borrower 1
Section 1.2 Authorized Officer(s) of Local Borrower 1
Section 1.3 Notices 1
Section 1.4 Loan Information 2

Article 2 Description of the Project

Section 2.1 Description of Project 2
Section 2.2 Description of System 2

Article 3 Loan to Local Borrower; Amounts Payable

Section 3.1 The Loan 2
Section 3.2 Disbursement of Loan Proceeds 3
Section 3.3 Amounts Payable 3
Section 3.4 Tax Covenants 3

Exhibit A Financial Assistance Terms and Conditions; Borrower Payment Instructions; and Loan Repayment Schedule

Exhibit B Technical Assistance Terms and Conditions

Exhibit C Reporting Requirements

Exhibit D Source of Repayment

Exhibit E Debt Service Reserve Requirements

Exhibit F Replacement Reserve Requirements

Exhibit G Opinion of Counsel to Borrower

Exhibit H Tax Compliance Certificate of Local Borrower

Loan Agreement

This Loan Agreement (this "*Loan Agreement*") is made and entered into as of TBD by and between the Water Infrastructure Finance Authority of Arizona (the "*Authority*"), and City of Surprise (the "*Local Borrower*"), a political subdivision of the State of Arizona.

This Loan Agreement includes the attached Exhibits and the attached Standard Terms and Conditions. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits and the Standard Terms and Conditions.

The Authority and the Local Borrower agree as follows:

Article 1 Description of the Loan

Section 1.1 Name and Address of Local Borrower.

City of Surprise
Attention: Michael Boule, Water Resource
Management Director
16000 North Civic Center Plaza
Surprise, Arizona 85374
Telephone: (623) 222-7040

Section 1.2 Authorized Officer(s) of Local Borrower.

City of Surprise
Attention: Andrea Davis, Finance Director
16000 North Civic Center Plaza
Surprise, Arizona 85374
Telephone: (623) 222-1853

Section 1.3 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Local Borrower at the address specified in Section 1.1 and to the Authority at the following address:

Director
Water Infrastructure Finance Authority of Arizona
100 North 7th Avenue, Suite 130
Phoenix, Arizona 85007
Telephone: (602) 364-1310
Fax: (602) 364-1327

Any of the parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Caution: This Declaration of Official Intent will not be effective unless the bonds providing moneys for the reimbursement are issued and the reimbursement described above is made (by an allocation on the books and records identifying the expenditures as in paragraph 2 above) within the applicable period prescribed in the Treasury Regulations – generally, 18 months after the later of the date of the expenditure or the date the project is placed in service, but in no event later than three years after the date of expenditure.

Section 1.4 Loan Information. The terms of the Loan include the terms set forth in the Exhibits, which are part of this Loan Agreement:

Exhibit A Financial Assistance Terms and Conditions; Borrower Payment Instructions; and Loan Repayment Schedule

Exhibit B Technical Assistance Terms and Conditions

Exhibit C Reporting Requirements

Exhibit D Source of Repayment

Exhibit E Debt Service Reserve Requirements

Exhibit F Replacement Reserve Requirements

Exhibit G Opinion of Counsel to Borrower

Exhibit H Tax Compliance Certificate of Local Borrower

Prior to Loan Closing, the Local Borrower must deliver to the Authority the Opinion of Local Borrower Counsel in the form of Exhibit G and the Tax Compliance Certificate of Local Borrower in the form of Exhibit H, signed and dated the date of Loan Closing.

Article 2 Description Of The Project

Section 2.1 Description of Project. The Project is described in Project Summary attached to the Loan Resolution of the Authority, and in Exhibit B of this Loan Agreement.

Section 2.2 Description of System. The term "System" means and includes all of the properties and facilities of the complete Sewer, Stormwater and Waterworks plant and system of the Local Borrower, whether lying within or without the boundaries of the Local Borrower, as now existing and as they may hereafter be improved or extended, all improvements, additions and extensions thereto or replacements thereof hereafter constructed or acquired by purchase, contract or otherwise and all contracts, rights, agreements, leases and franchises of every nature owned by the Local Borrower and used or useful or held for use in the operation of said plant and system or any part or portion thereof.

Article 3 Loan to Local Borrower; Amounts Payable

Section 3.1 The Loan. The Authority shall loan and disburse to the Local Borrower in accordance with this Article 3 an amount listed in Exhibit A (the "Loan"), and the Local Borrower shall borrow and accept from the Authority, the Loan in the principal amount determined pursuant to this Article 3; provided, however, that (i) the Authority shall be under no obligation to disburse any amount of the Loan if an Event of Default has occurred and is continuing under this Loan Agreement, and (ii) the amount to be disbursed shall be lawfully

available for disbursement. The Local Borrower shall use the proceeds of the Loan strictly in accordance with the requirements of this Loan Agreement.

Section 3.2 Disbursements of Loan Proceeds. The Authority may disburse funds by check, by electronic means or by means of magnetic tape or other transfer medium. Except as hereinafter provided, disbursements shall be made only when (i) the request for disbursements is in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation and (ii) an Authorized Officer of the Authority has determined that such disbursement is proper. An Authorized Officer of the Authority shall approve disbursements directly to the persons or entities entitled to payment or to the Local Borrower in the case of reimbursement for costs of services already paid, and shall provide the Local Borrower with a copy of the approval and the date approved. Disbursements may be made only for Eligible Project Costs.

Section 3.3 Amounts Payable. The Local Borrower shall pay to the Authority the amounts shown in Exhibit A on or before the dates shown in Exhibit A, as the same may be adjusted as provided in the Standard Terms and Conditions, to reflect any revisions to the principal repayment schedule of the Loan. Such payments shall be made by electronic funds transfer or by direct debit to the Authority.

Section 3.4 Tax Covenants.

(a) General. The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its bonds ("Authority Bonds") from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be an obligation that bears interest that is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. To that

end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

(b) Modification Based on Bond Counsel Opinion. Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Internal Revenue Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) Bond Counsel Opinion. For purposes of this Section, "bond counsel opinion" means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

IN WITNESS WHEREOF, the Authority and the Local Borrower have caused this Loan Agreement to be executed and delivered as of the date of execution hereof.

Water Infrastructure Finance Authority of Arizona

By: _____
Charles Podolak, Director

City of Surprise

By:_____
Andrea Davis, Finance Director

Attest:

By: _____
Clerk

LOAN AGREEMENT ADDENDUM

Wage Rate and Forgivable Principal Requirements for Compliance with P.L. 111-88

Water Infrastructure Finance Authority of Arizona

This document (this "Wage Rate and Forgivable Principal Addendum") sets forth additional requirements applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") that are subject to the requirements of Public Law 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," enacted October 30, 2009 ("P.L. 111-88"). The provisions in this Wage Rate and Forgivable Principal Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under P.L. 111-88, and that the requirements of P.L. 111-88 include those set forth in this Wage Rate and Forgivable Principal Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement (including interest and fees at rates adjusted from those originally in effect as described herein).

Additional Requirement for Subrecipients that are not Governmental Entities:

Obtaining Wage Determinations - Under this Wage Rate and Forgivable Principal Addendum, the non-governmental borrower must submit its proposed Davis Bacon wage determinations to WIFA for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors. **THIS PARAGRAPH DOES NOT APPLY TO GOVERNMENTAL ENTITIES.**

Section 1. P.L. 111-88 Compliance - Forgivable Principal Portion.

(a) Section 1 of Exhibit A to the Loan Agreement specifies the Total Financial Assistance Amount, the amount, if any, designated as the Forgivable Principal Portion, the Intended Repayment Amount, and the required amount of reserves to be established based upon the Intended Repayment Amount. Section 2 of Exhibit A to the Loan Agreement specifics a schedule of interest and principal payments based on the Intended Repayment Amount. If the Local Borrower fails to comply with the requirements of P.L. 111-88, including those set forth in this Wage Rate and Forgivable Principal Addendum:

(i) WIFA will provide a revised Exhibit A for the Loan Agreement to amortize the entire Total Financial Assistance Amount with the Forgivable Principal Portion set to $1,000,000.00, adjusted, as necessary, to incorporate, previous principal payments.

(ii) The Local Borrower will repay the Total Financial Assistance Amount.

Section 2. P.L. 111-88 Compliance - Wage Rate Requirements.

This language must be included in all Davis Bacon covered construction contracts and subcontracts. (29 CFR Part 5.5)

(a) The Local Borrower shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, or the FFY 2010 appropriation, the following clauses:

(1) **Minimum wages**. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Local Borrowers may obtain wage determinations from the U. S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The Local Borrower, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Local Borrower agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Local Borrower to the WIFA award official. The WIFA award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA Davis Bacon Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFA award official or will notify the WIFA award official within the 30-day period that additional time is necessary.
(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Local Borrower do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the WIFA award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding**. The Local Borrower shall upon its own action or upon written request of WIFA, EPA award official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records**. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Local Borrower. Such documentation shall be available on request of WIFA or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5 (a)(1) based on the most recent payroll copies for the specified week. **The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).** The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Local Borrower for transmission to WIFA or EPA, if requested by EPA, WIFA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a

subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Local Borrower.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of WIFA. EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or WIFA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above,

shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment**. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Local Borrower, WIFA, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility**. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act**. The Local Borrower shall insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) Withholding for unpaid wages and liquidated damages. The Local Borrower, upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Sec. 5.1, the Local Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Local Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of WIFA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 3. <u>General Provisions</u>.

(a) <u>Binding Effect</u>. This Wage Rate and Forgivable Principal Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) <u>Severability</u>. In the event any provision of this Wage Rate and Forgivable Principal Addendum shall be held illegal, invalid or unenforceable by any court of competent

jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This Wage Rate and Forgivable Principal Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This Wage Rate and Forgivable Principal Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This Wage Rate and Forgivable Principal Addendum shall be governed by and construed in accordance with the laws of the State of Arizona.

(f) Captions. The captions or headings in this Wage Rate and Forgivable Principal Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this Wage Rate and Forgivable Principal Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA , authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Wage Rate and Forgivable Principal Addendum.

(h) Arbitration. The parties hereto agree to use arbitration to the extent required by Section 12-1518 of the Arizona Revised Statutes.

(i) Notice Regarding A.R.S. § 38 511. To the extent applicable by provision of law, the parties acknowledge that this Wage Rate and Forgivable Principal Addendum is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are hereby incorporated herein.

[SIGNATURE PAGE FOLLOWS]

WIFA and the Local Borrower are signing this Wage Rate and Forgivable Principal Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Charles Podolak, Director

City of Surprise

By: _____

Andrea Davis, Finance Director

[Signature page to Wage Rate and Forgivable Principal Addendum to Loan Agreement]

LOAN AGREEMENT ADDENDUM

American Iron and Steel Requirements for Compliance with Federal Law

Water Infrastructure Finance Authority of Arizona

This document (this "American Iron and Steel Addendum") sets forth additional requirements made applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") by federal law. The provisions in this American Iron and Steel Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under federal law, and that the requirements of federal law include those set forth in this American Iron and Steel Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement.

Federal law requires that WIFA include in all assistance agreements, including the Loan Agreement, for the construction, alteration, maintenance, or repair of treatment works under the Clean Water State Revolving Fund and for the construction, alteration, maintenance, or repair of a public water system under the Drinking Water State Revolving Fund, a provision requiring the application of American Iron and Steel requirements for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences. Whether or not the project has multiple sources of funding, the American Iron and Steel requirements apply to the entire project and not just to the activities funded by the money made available to WIFA by the federal government.

Section 1. **American Iron and Steel Requirements.** In accordance with federal law:

(a)(1) None of the funds made available to WIFA as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

Section 2. General Provisions.

(a) Binding Effect. This American Iron and Steel Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) Severability. In the event any provision of this American Iron and Steel Addendum shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This American Iron and Steel Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This American Iron and Steel Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This American Iron and Steel Addendum shall be governed by and construed in accordance with the laws of the State of Arizona and applicable federal law.

(f) Captions. The captions or headings in this American Iron and Steel Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this American Iron and Steel Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA , authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this American Iron and Steel Addendum.

(h) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(i) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(j) Notice of Arizona Revised Statutes Section 38-511 - Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this American Iron and Steel Addendum under the law of the State of Arizona.

[SIGNATURE PAGE FOLLOWS]

WIFA and the Local Borrower are signing this American Iron and Steel Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Charles Podolak, Director

City of Surprise

By: _____

Andrea Davis, Finance Director

[Signature page to American Iron and Steel Addendum to Loan Agreement]

Exhibit A of Loan Agreement

Section 1: Financial Assistance Terms and Conditions
City of Surprise
TBD

Loan Number..... 910210-23

Closing Date..... TBD

First Payment Period..... 01/01/24

Financial Assistance Terms and Conditions

Original Loan Amount as of the Closing Date.....	$	34,980,000.00
Forgivable Principal Amount.....	$	1,000,000.00
Intended Repayment Amount.....	$	33,980,000.00
Loan Term.....		20
Combined Interest & Fee Rate		4.250%
Total # of Payment Periods within Loan Term.....		40

** Combined Interest and Fee Rate (CIFR) allocation: Fee = 1.5% (150 basis points); Interest = CIFR minus Fee.*

Principal Repayments

Period Principal Repayments Begin.....	2
First Principal Repayment Date.....	07/01/24
Final Principal Repayment Date.....	07/01/43

Combined Interest and Fee Payment Dates

First Combined Interest and Fee Payment Date*.....	01/01/24
Final Combined Interest and Fee Payment Date.....	07/01/43

* *Actual initial Combined Interest and Fee payment calculated only on dollar amount drawn against loan as of initial payment date*

Debt Service Reserve Fund Requirements

Total Reserve Amount.....	None
Annual Amount.....	None
Reserve Funded by (Date).....	Not Applicable

Repair and Replacement Fund Requirement

Begin Funding on (Date).....	Not Applicable
Annual Amount.....	None
Semi-Annual Deposit.....	None

Annual Payment

Years 1 through 5.....	$	2,555,969.99
Years 6 through 10.....	$	2,555,969.99
Years 11 through 15.....	$	2,555,969.99
Years 16 through 20.....	$	2,555,969.99

Section 2: Loan Repayment Schedule
City of Surprise
TBD

Year	Period	Semi-Annual Payment Dates	Combined Interest and Fee Rate	Semi-Annual Combined Interest and Fee Payment	Annual Principal Repayment	Total Annual Payment
1	1	01/01/24	4.250%	890,559.17		
1	2	07/01/24	4.250%	722,075.00	1,111,819.99	2,724,454.16
2	3	01/01/25	4.250%	698,448.83		
2	4	07/01/25	4.250%	698,448.83	1,159,072.33	2,555,969.99
3	5	01/01/26	4.250%	673,818.54		
3	6	07/01/26	4.250%	673,818.54	1,208,332.91	2,555,969.99
4	7	01/01/27	4.250%	648,141.46		
4	8	07/01/27	4.250%	648,141.46	1,259,687.07	2,555,969.99
5	9	01/01/28	4.250%	621,373.12		
5	10	07/01/28	4.250%	621,373.12	1,313,223.75	2,555,969.99
6	11	01/01/29	4.250%	593,467.11		
6	12	07/01/29	4.250%	593,467.11	1,369,035.77	2,555,969.99
7	13	01/01/30	4.250%	564,375.10		
7	14	07/01/30	4.250%	564,375.10	1,427,219.79	2,555,969.99
8	15	01/01/31	4.250%	534,046.68		
8	16	07/01/31	4.250%	534,046.68	1,487,876.63	2,555,969.99
9	17	01/01/32	4.250%	502,429.30		
9	18	07/01/32	4.250%	502,429.30	1,551,111.39	2,555,969.99
10	19	01/01/33	4.250%	469,468.18		
10	20	07/01/33	4.250%	469,468.18	1,617,033.63	2,555,969.99
11	21	01/01/34	4.250%	435,106.22		
11	22	07/01/34	4.250%	435,106.22	1,685,757.55	2,555,969.99
12	23	01/01/35	4.250%	399,283.87		
12	24	07/01/35	4.250%	399,283.87	1,757,402.25	2,555,969.99
13	25	01/01/36	4.250%	361,939.07		
13	26	07/01/36	4.250%	361,939.07	1,832,091.85	2,555,969.99
14	27	01/01/37	4.250%	323,007.12		
14	28	07/01/37	4.250%	323,007.12	1,909,955.75	2,555,969.99
15	29	01/01/38	4.250%	282,420.57		
15	30	07/01/38	4.250%	282,420.57	1,991,128.85	2,555,969.99
16	31	01/01/39	4.250%	240,109.07		
16	32	07/01/39	4.250%	240,109.07	2,075,751.85	2,555,969.99
17	33	01/01/40	4.250%	195,999.35		
17	34	07/01/40	4.250%	195,999.35	2,163,971.29	2,555,969.99
18	35	01/01/41	4.250%	150,014.96		
18	36	07/01/41	4.250%	150,014.96	2,255,940.07	2,555,969.99
19	37	01/01/42	4.250%	102,076.23		
19	38	07/01/42	4.250%	102,076.23	2,351,817.53	2,555,969.99
20	39	01/01/43	4.250%	52,100.10		
20	40	07/01/43	4.250%	52,100.10	2,451,769.75	2,555,969.95
				17,307,883.93	33,980,000.00	51,287,883.93

Exhibit B

Technical Terms and Conditions

Section 1
Budget

Uses by Budget Item	Amount Budgeted
Planning……..	$0.00
Design & Engineering…….	$0.00
Legal/Debt Authorization……	$0.00
Financial Advisor……	$0.00
Land/System Acquisition……	$0.00
Equipment/Materials……...	$24,000,000.00
Construction/Installation/Improvement……...	$10,000,000.00
Inspection & Construction Management…….	$900,000.00
Project Officer…….	$0.00
Administration…….	$30,000.00
Staff Training……..	$50,000.00
Capitalized Interest……..	$0.00
Refinance Loan……..	$0.00
Other……	$0.00
Total Budget……...	$34,980,000.00

Section 2
Project Description

This loan will fund a header for better hydraulic flows through the fine screens; Two of the current five plants will have their surface aerators replaced with sub surface jet aeration; a new blower building with five new blowers and controls to take advantage of the efficiencies that jet aeration and inverter rated blower motors will provide; a new disinfection building will be constructed along with new equipment and plumbing for chlorine distribution and increased sampling accuracy; a new MCC room for electrical runs from the existing effluent pumps, remediation of poor compaction and sinking at the treatment facility; and a third recharge basin will be constructed to replace the existing well field which is at the end of its useful life.

Section 3
Estimated Observation and Disbursement Schedule

Observation Schedule B:

Observation 1: Upon borrower notification of construction commencement

Additional Observations: at least one site observation within each 12 month period

Final Observation: 80% construction budget disbursement

Additional Observations – A WIFA representative may perform additional observations based on information provided in the projects status reports included in each Local Borrower disbursement requisition form.

Withholding Percentage: 10% (released after deliverables received)

Section 4
Requirements Prior To Construction

Section 4.1 **Submittal of Construction Bids.** The Local Borrower shall submit to the Authority for review and approval prior to execution:

(a) engineering contracts related to the Project,

(b) bid documents related to the Project,

(c) construction contracts related to the Project, and

(d) certification of positive effort for disadvantaged business enterprise participation.

Section 4.2 **User Charges**. The Local Borrower has established (or, if the System is not yet in operation, the Local Borrower will, at or before the time the System commences operation, establish) a system of user charges which, with other funds lawfully available, will at all times be sufficient to pay the costs of operation and maintenance of the System, including renewals and replacements of the System. The Local Borrower also agrees that such system of user charges will be established and maintained in compliance with any applicable requirements of state and federal law as long as the Local Borrower owes amounts under this Loan Agreement. The Local Borrower at its sole option may pay the costs of operation, maintenance, repair, replacement, extensions and additions to the System from any funds lawfully available to it for such purpose.

Section 4.3 **Interest in Project Site**. As a condition of the Loan, the Local Borrower will demonstrate to the satisfaction of the Authority that the Local Borrower has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

Section 4.4 **Federal Clean Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Clean Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

Section 4.5 **Federal Safe Drinking Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Safe Drinking Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

Section 4.6 **Project Publicity Signage**. The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Section 5
Requirements During Construction

Section 5.1 **Changes in Project Scope.** The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Section 5.2 **Completion of Project and Provision of Moneys Therefor**. The Local Borrower covenants and agrees (a) to exercise its best efforts in accordance with prudent utility construction practice to complete the Project and (b) to the extent permitted by law, to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives hereunder and under any subsequent loan from the Authority, required to complete the Project.

Section 5.3 **Inspections; Information**. The Local Borrower shall permit the Authority and any party designated by the Authority to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith.

Section 5.4 **Adjustments for Ineligible Costs**. The Local Borrower shall promptly reimburse the Authority for any portion of the Loan which is determined to have been used for costs that are not eligible for funding under the Authority Act, the Federal Clean Water Act, as amended, or the Federal Safe Drinking Water Act, as amended, unless such matter is curable in some other manner by the Local Borrower to the satisfaction of the Authority. Such reimbursement shall be

promptly repaid to the Authority upon written request of the Authority. Any such reimbursed principal amount will be applied to reduce the outstanding principal amount of the Loan.

Section 5.5 **Archaeological Artifacts**. In the event that archaeological artifacts or historical resources are discovered during construction excavation of the Project, the Local Borrower shall stop or cause to be stopped construction activities and will notify the State Historic Preservation Office and the Authority of such discovery.

Section 6
Requirements Prior To Releasing Withholdings

Section 6.1 **Plan of Operation**. After construction is 50% complete and prior to the release of the withholding, the Local Borrower will submit to the Authority a plan of operation which provides a concise, sequential description of an implementation schedule for those activities necessary to assure efficient and reliable start-up and continual operation of the Project.

Section 6.2 **Final Approval**. Prior to the release of the withholding, the Local Borrower will submit to the Authority (a) as-built drawings by a professional engineer that document all changes from the original plans and specifications (b) copies of all testing results performed by or under the supervision of a professional engineer as required by the specifications, and (c) Arizona Department of Environmental Quality (ADEQ) approval of construction or an engineer's Certificate of Completion certifying that all construction was completed in accordance with the plans and specifications or that any changes made are in conformance with the Arizona Revised Statutes, ADEQ and Environmental Protection Agency rules, permits and guidelines and are documented in the as-built drawings. Based on a review of the information submitted, the Authority reserves the right, prior to the release of the withholding, to request modifications to the Project, the system, or the materials submitted pursuant to this section.

Exhibit C

Reporting Requirements

Section 1. **Annual Loan Review**. The Authority's Annual Loan Review Form and annual financial statements in a format approved by the Authority, including the report of any annual audit(s) and all audit reports required by governmental auditing standards and any applicable Arizona rules, shall be provided by the Local Borrower to the Authority within one-hundred and eighty (180) days after the end of each fiscal year of the Local Borrower. The Local Borrower shall complete all audits and submit all reports required by the federal Single Audit Act within the time limits under that federal law, currently within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the federal agency that provided the funding or a different period is specified in a program-specific audit guide.

Section 2. **Records and Accounts**. The Local Borrower shall keep accurate records and accounts for the System, including records and accounts for the Project (the "*System Records*"), separate and distinct from its other records and accounts (the "*General Records*"). The Local Borrower must maintain the System Records in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets, as issued by the Governmental Accounting Standards Board (GASB) or by the Financial Accounting Standards Board (FASB), as applicable to the Local Borrower. If required by law, the Local Borrower must have the System Records audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Local Borrower. The Local Borrower must make all System Records and General Records available for inspection by the Authority at any reasonable time.

Section 3. **Notice of Change In Key Personnel**. Promptly after becoming aware thereof, the Local Borrower shall provide notice in writing to the Authority of any change to the information in Section 1 of the Loan Agreement and any other change in key personnel connected to the Project and Loan.

Section 4. **Notice of Material Adverse Change**. The Local Borrower shall promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise), of the Local Borrower relating to the System, or in the ability of the Local Borrower to make all Loan Repayments from the Source of Repayment described in this Loan Agreement and otherwise to observe and perform its duties, covenants, obligations and agreements hereunder.

Section 5. **Disadvantaged Business Enterprise (DBE) Program.** The Local Borrower must report DBE participation to the Authority based on guidance from the Authority.

Section 6. **Notice of Default**. Promptly after becoming aware thereof, Local Borrower shall give notice to the Authority of (i) the occurrence of any Event of Default under the Loan Agreement or (ii) the occurrence of any breach, default, Event of Default, or event which with the giving of notice or lapse of time, or both, could become a material breach, default, or Event of Default (a "Future Breach") under any agreement, indenture, mortgage, or other instrument

(other than the Loan Agreement) to which the Local Borrower is a party or by which it or any of its property is bound or affected. Local Borrower shall provide written notice to the Authority if the effect of such breach, default, Event of Default or Future Breach is to accelerate, or to permit the acceleration of, the maturity of any indebtedness under such agreement, indenture, mortgage, or other instrument; provided, however, that the failure of the Local Borrower to give such notice shall not affect the right and power of the Authority to exercise any and all of the remedies specified herein.

Section 7. **Notice of Construction Commencement**. The Local Borrower shall promptly notify the Authority immediately upon commencement of construction activities.

Section 8. **Notice of Non-Environmental Litigation**. Promptly after the commencement or overt threat thereof, Local Borrower shall provide the Authority with written notice of the commencement of all actions, suits, or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting Local Borrower which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 9. **Notice of Environmental Litigation**. Without limiting the provisions of Section 8 above, promptly after receipt thereof, Local Borrower shall provide the Authority with written notice of the receipt of all pleadings, orders, complaints, indictments, or other communication alleging a condition that may require Local Borrower to undertake or to contribute to a cleanup or other response under laws relating to environmental protection, or which seek penalties, damages, injunctive relief, or criminal sanctions related to alleged violations of such laws, or which claim personal injury to any person or property damage as a result of environmental factors or conditions or which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 10. **Regulatory and Other Notices**. Promptly after receipt or submission thereof, Local Borrower shall provide the Authority with copies of any notices or other communications received from or directed to any governmental authority with respect to any matter or proceeding which could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or the ability of Local Borrower to perform its obligations under the Loan Agreement, or which reveals a substantial non compliance with any applicable law, regulation or rule.

Section 11. **Other Information**. The Local Borrower shall submit to the Authority other information regarding the condition (financial or otherwise), or operation of the Local Borrower as the Authority may, from time to time, reasonably request.

Section 12. **Additional Reporting Requirements.** The Local Borrower shall refer to the Loan Agreement Addendum for wage rate reporting requirements.

Exhibit D Source of Repayment: System Revenues

Section 1 Certain Definitions

As used in this Loan Agreement, the following terms shall have the meanings set forth below unless the context clearly requires otherwise:

"Additional Parity Obligations" shall mean any additional obligations having a lien payable from Net Revenues of the System on a parity with the Loan Agreement which may hereafter be issued by the Local Borrower (or any financing conduit acting on behalf of the Local Borrower) in compliance with the terms in Section 3.

"Net Revenues" shall mean that portion of the Revenues remaining after deducting sufficient funds for the Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" shall mean the reasonable and necessary costs of operation, maintenance and repair of the System, including salaries, wages, cost of materials and supplies, and insurance, but excluding (i) non-cash transactions, including particularly, but not by way of limitation, depreciation or loss on disposal or transfer of assets; (ii) debt service on the Loan, the Outstanding Parity Obligations and any Additional Parity Obligations; (iii) payments, if any, required to be made by the Local Borrower for deposit into a debt service reserve account with respect to the Loan, the Outstanding Parity Obligations or any Additional Parity Requirements; and (iv) any payments required to be made to satisfy the rebate requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended, with respect to the Loan, the Outstanding Parity Obligations or any Additional Parity Obligations.

"Outstanding Parity Obligations" shall mean obligations issued and outstanding having a lien payable from Net Revenues of the System on a parity with the Loan Agreement.

"Revenues" shall mean and include all income, moneys and receipts derived by the Local Borrower from the ownership, use and operation of the System including, without limitation, interest received on, and profits realized from the sale of, investments made with moneys of the System, but excluding (i) all development impact fees, (ii) any amounts received that the Local Borrower is contractually required to pay out as reimbursement for acquisition, construction or installation of the System, (iii) the proceeds of the Loan, the Outstanding Parity Obligations or any Additional Parity Obligations or the interest received on any proceeds of Additional Parity Obligations placed irrevocably in trust to pay, or provide for the payment of, the Loan, any Outstanding Parity Obligations or Additional Parity Obligations, or (iv) any non-cash capital contributions received by the Local Borrower for the use and operation of the System.

Section 2 Source of Repayment and Rate Covenant Requirements

1. It is understood and agreed that all payments with respect to the Loan shall be made only from the Source of Repayment, which is hereby pledged to the payment of all amounts due under the Loan. The "Source of Repayment" is the Net Revenues of the System as hereinafter

provided. The Net Revenues are hereby pledged by the Local Borrower to the payment of all amounts due under the Loan and the repayment of such amounts shall be secured by a lien on and pledge of the Net Revenues on parity with the pledge and lien granted by the Local Borrower for the payment and security of Outstanding Parity Obligations and Additional Parity Obligations. The amounts due under this Loan Agreement and any Outstanding Parity Obligations and Additional Parity Obligations (exclusive of the Local Borrower's repayment obligations with respect to those reserve fund credit instruments in connection with this Loan and any Additional Parity Obligations which shall be secured on a subordinate basis), shall be equally and ratably secured by said pledge and lien without one having priority over the other. The Local Borrower intends that this pledge shall be a prior and paramount lien on and a first pledge of the Net Revenues, as will be sufficient to make all payments on the Loan, and the Local Borrower covenants to make the payments under the Loan from the Net Revenues, except to the extent that it chooses to make such payments from other legally available funds at its sole option. In no event shall the Local Borrower be required to make the payments on the Loan from any revenues, receipts or sources not derived from the Net Revenues of the System.

2. The Local Borrower covenants and agrees that it will establish and maintain schedules of rates, fees and charges for all services supplied by the System which, after making reasonable allowance for contingencies and errors in estimates, shall produce Revenues in each fiscal year that are sufficient, (a) to pay the Operation and Maintenance Expenses of the System, (b) to produce an aggregate amount of Net Revenues equal to one hundred twenty five percent (125%) of the aggregate of the debt service or comparable payments payable on the Loan, the Outstanding Parity Obligations, and any Additional Parity Obligations in such fiscal year, and (c) to maintain all necessary fund balances required under the resolutions or agreements of the Local Borrower authorizing the Loan, the Outstanding Parity Obligations, and Additional Parity Obligations.

Section 3 Additional Parity Obligations

The Local Borrower covenants and agrees that no other obligations of any kind will be issued that are payable from or enjoy a pledge of the Net Revenues having priority over the Loan.

It is understood and agreed that Additional Parity Obligations having a lien upon and payable from the Net Revenues may be issued on parity with the Loan, but only as provided herein and only to provide funds to make improvements and expansions to the existing System, to purchase capacity rights in sewage treatment plant facilities owned by other political subdivisions of the State, to purchase capacity rights in water treatment plant facilities owned by other political subdivisions of the State, to acquire land, rights in land or water rights for the System, to provide reasonable reserves for Outstanding Parity Obligations and Additional Parity Obligations, to refund Outstanding Parity Obligations and Additional Parity Obligations or the Loan or to refund other bonds of the Local Borrower, if any, whether revenue bonds, general obligation bonds or other bonds or obligations, issued to provide funds to construct or acquire additions, extensions, improvements, expansions or replacements to the System, subject to the following conditions:

(a) The Local Borrower will not, at the time of the issuance of such Additional Parity Obligations, be in default under any Outstanding Parity Obligations, Additional Parity

Obligations, the Loan or under any resolution related thereto or providing for the issuance of Additional Parity Obligations or any related credit or reserve fund credit instrument;

(b) The issuance of Additional Parity Obligations will be duly authorized at an election, if required by law, except as to any bonds or obligations to be issued exclusively for the purpose of refunding any Outstanding Parity Obligations and Additional Parity Obligations or the Loan;

(c) The issuance of Additional Parity Obligations will be provided for by a resolution duly adopted by the Local Borrower's governing body and such Additional Parity Obligations will mature and interest will be paid on the same days of the year as Outstanding Parity Obligations and Additional Parity Obligations; and

(d) The Reserve Requirement (as defined in Exhibit E), as computed for the amount of Additional Parity Obligations to be issued, shall be available in the Reserve Fund (as defined in Exhibit E) in one of the following ways: (i) Additional Parity Obligation proceeds shall be immediately deposited to the Reserve Fund, or a separate account as may be required, in an amount equal to the increased Reserve Requirement, if any, for the Additional Parity Obligations, or a Reserve Fund surety acceptable to the Authority shall be purchased in such amount; or (ii) Additional Parity Obligations, or any other revenues of the Local Borrower lawfully available to be used for such deposit, may be deposited to the Reserve Fund in equal monthly deposits such that the Reserve Requirement for such Additional Parity Obligations shall be satisfied not more than four years from the date of delivery of such Additional Parity Obligations; or (iii) any combination of (i) and (ii). The Reserve Fund may be divided into separate and discrete subaccounts each pledged to different Additional Parity Obligations provided that each Additional Parity Obligation Reserve Requirement is satisfied in one of the foregoing manners; and

(e) the aggregate amount of the Net Revenues of the System for the last full fiscal year immediately preceding the issuance of such Additional Parity Obligation, as shown in a certificate or report of an independent public accountant or firm of such accountants presented to the Authority, has been at least equal to the sum of the following: (i) not less than one hundred twenty five percent (125%) of the highest year's debt service or comparable payments on all of the Outstanding Parity Obligations, the Loan, and the Additional Parity Obligations then to be issued, and (ii) not less than one hundred percent (100%) of any additional amounts required to maintain or fund necessary fund balances under the resolutions or agreements of the Local Borrower relating to the obligations described in (i).

For the purposes of the subparagraph (e), additional amounts may be added to the Net Revenues as shown on the accountant's certificate or report in the following circumstances:

(1) If the Revenues have been increased as a result of construction of additions or acquisitions to the System made prior to the issuance of such Additional Parity Obligations but during either the fiscal year in which the Additional Parity Obligations are to be issued or in the preceding fiscal year, such increased Revenues may be treated as if such additions to the System were completed on the first day of the fiscal year used for purposes of computation. The Revenues derived from such additions and acquisitions to the System may

be converted for purposes of computation to estimated Net Revenues which would have been derived therefrom if said additions and acquisitions had actually been completed on the first day of the year used for computation purposes, such estimates to be made by a professional firm experienced in estimating future revenues and expenses of water and sewer systems and having a recognized reputation for that work.

(2) If all or part of the proceeds of the Additional Parity Obligations are to be expended for the acquisition of existing water properties or facilities, there may be added to the Net Revenues of such preceding fiscal year the Net Revenues which would have been derived from the operation of such properties or facilities if such properties or facilities had been acquired and operated by the Local Borrower under the Local Borrower's applicable rate schedule during the entire preceding fiscal year, such Net Revenues to be estimated by a professional firm experienced in estimating future revenues and expenses of water and sewer systems and having a recognized reputation for that work.

(3) If prior to the issuance of the Additional Parity Obligations and subsequent to the first day of such preceding fiscal year, the Local Borrower shall have increased its rates or charges imposed for water services, there may be added to the Net Revenues of such fiscal year the additional Net Revenues which would have been received from the operation of the System during such fiscal year had such increase been in effect throughout such fiscal year, such additional Net Revenues to be estimated by a professional firm experienced in estimating future revenues and expenses of water and sewer systems and having a recognized reputation for that work.

For purposes of calculations under this subparagraph (e), if Additional Parity Obligations are to be issued exclusively for the purpose of refunding or retiring a portion of Outstanding Parity Obligations or this Loan, for the purpose of the calculation required under this subparagraph (e), the percentage requirement on such obligations will be taken into consideration only in any future fiscal year in which any fractional part of such obligations will remain outstanding after the issuance of such Additional Parity Obligations; provided that nothing herein contained shall be construed to limit or restrict the issuance of any Additional Parity Obligations if, before or as a result of the issuance and delivery of such Additional Parity Obligations, any other obligations theretofore issued will no longer be outstanding, or full payment for any such obligations will be provided for by funds from the bond or obligation proceeds.

Exhibit E Debt Service Reserve Requirement

No Debt Service Reserve Required

The Local Borrower shall not be required to either (i) provide a Reserve Fund Surety or (ii) fund a Reserve Fund in cash in connection with this Agreement.

Exhibit F Replacement Reserve Requirements

The Repair and Replacement Fund created by the Local Borrower pursuant to the Series 2018 Purchase Agreement, dated as of August 1, 2018 (the "2018 Purchase Agreement"), by and between the Local Borrower and ZB, National Association, DBA Zions Bank, shall be maintained by the Local Borrower so long as the Loan, the Outstanding Parity Obligations or any Additional Parity Obligations are outstanding. As provided in the 2018 Purchase Agreement, amounts in the Repair and Replacement Fund shall be used for making extraordinary repairs or replacements to the System which are necessary to keep the System in operating condition and for the making of which provision has not been made in the annual budget and money is not available as an Operation and Maintenance Expense. Notwithstanding anything herein to the contrary and as provided in the 2018 Purchase Agreement, if, after any fiscal year, amounts in the Repair and Replacement Fund exceed an amount equal to two percent of the value of the net tangible assets of the System at the end of the preceding fiscal year (the "Repair and Replacement Fund Funding Requirement"), such amounts in excess of the Repair and Replacement Fund Funding Requirement held in the Repair and Replacement Fund may be released and used by the Local Borrower for any lawful purpose.

As provided in the Series 2018 Purchase Agreement, on each February 1 the Local Borrower shall deposit an amount equal to the amount required to fund and maintain the Repair and Replacement Fund in an amount equal to the Repair and Replacement Fund Funding Requirement for deposit to the Repair and Replacement Fund; provided that at such time or times as there is on deposit in the Repair and Replacement Fund an amount at least equal to the Repair and Replacement Fund Funding Requirement, as shown in the most recent audited financial statements of the City, no amounts need to be deposited to the Repair and Replacement Fund.

If sufficient amounts of Net Revenues are not available for payment of debt service due with respect to the Loan, the Outstanding Parity Obligations or any Additional Parity Obligations, amounts shall be withdrawn from the Repair and Replacement Fund and applied, *pro rata*, to the payment of debt service due with respect to the Loan, the Outstanding Parity Obligations or any Additional Parity Obligations.

Exhibit G Form of Opinion of Local Borrower Counsel

Enter Date of Opinion

Water Infrastructure Finance Authority of Arizona
Phoenix, Arizona

Ladies and Gentlemen:

I am an attorney admitted to practice in the State of Arizona and I have acted as counsel to the City of Surprise (the "*Local Borrower*"), which has entered into a Loan Agreement (as hereinafter defined) with the Water Infrastructure Finance Authority of Arizona (the "*Authority*"), and have acted as such in connection with the authorization, execution and delivery by the Local Borrower of the Loan Agreement (as hereinafter defined). Terms used and not otherwise defined herein have the meanings given to them in the Loan Agreement.

In so acting I have examined the Constitution and laws of the State of Arizona. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(a) the Loan Agreement, dated as of TBD (the "*Loan Agreement*") by and between the Authority and the Local Borrower; and

(b) proceedings of the governing board of the Local Borrower relating to the approval of the Loan Agreement and the Local Borrower Bond and the execution, issuance and delivery thereof on behalf of the Local Borrower, and the authorization of the undertaking and completion of the Project, including the proceedings relating to the election held on Enter Election Date on the question of authorizing the Local Borrower to enter into loan agreements with the Authority and/or issue the Local Borrower Bond, of which there is authorized but unissued capacity at least equal to the principal amount of the Loan.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. The Local Borrower is a political subdivison of the State of Arizona with the legal right to carry on the business of the System as currently being conducted and as proposed to be conducted.

2. The Local Borrower has full legal right and authority to pledge the Source of Repayment for the Loan Repayments and to execute and deliver the Loan Agreement, and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project; subject, however, to the effect of restrictions and limitations imposed by or

resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment or other similar laws affecting creditors rights generally ("*Creditor's Rights Limitations*") heretofore or hereafter enacted.

3. The Local Borrower has duly and validly pledged the Source of Repayment for the punctual payment of the principal of and interest on the Loan and all other amounts due under the Loan Agreement and the Local Borrower Bond according to their respective terms.

4. All additional debt tests and reserve and other requirements applicable to the Local Borrower with respect to the pledge of the Source of Repayment have been satisfied.

5. The authorizing proceedings of the Local Borrower's governing body approving the Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Local Borrower, and authorizing the Local Borrower to undertake and complete the Project (hereinafter collectively called the "*Authorizing Resolutions*") have been duly and lawfully adopted and authorized in accordance with applicable Arizona law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Arizona law, and at which quorums were present and acting throughout.

6. The Loan Agreement has been duly authorized, executed and delivered by the authorized officers of the Local Borrower; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered the Loan Agreement, the Loan Agreement constitutes the legal, valid and binding obligation of the Local Borrower enforceable in accordance with its terms; subject, however, to the effect of and to restrictions and limitations imposed by or resulting from Creditor's Rights Limitations or other laws, judicial decisions and principles of equity relating to the enforcement of contractual obligations generally.

7. To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Loan Agreement by the Local Borrower, the observance and performance by the Local Borrower of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Local Borrower or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust or other agreement to which the Local Borrower is a party or by which it, the System or its property or assets is bound.

8. To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Local Borrower in connection with the authorization, execution, delivery and performance of the Loan Agreement, and the undertaking and completion of the Project have been obtained or made.

9. To the best of my knowledge, after such investigation as I have deemed appropriate, there is no litigation or other proceeding pending or threatened in any Court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Local Borrower or the validity, legality or enforceability of the Loan Agreement, or the undertaking or completion of the Project.

This opinion is rendered on the basis of Federal law and the laws of the State of Arizona as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

Very truly yours,

Exhibit H Tax Compliance Certificate of Local Borrower

Water Infrastructure Finance Authority of Arizona

$34,980,000.00 Loan to City of Surprise

The Water Infrastructure Finance Authority of Arizona (the "Authority") and City of Surprise (the "Local Borrower") are entering into a Loan Agreement (the "Loan Agreement") in the maximum principal amount stated above pursuant to which the Authority will make a loan (the "Loan") to the Local Borrower. In connection with its state revolving fund programs, the Authority issues its bonds ("Authority Bonds") from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be a Tax-Exempt Obligation that is not an AMT Obligation. Therefore, in order to establish certain facts necessary for the Loan to qualify and be treated as a Tax-Exempt Obligation that is not an AMT Obligation, and as required by the provisions of the Loan Agreement, the Local Borrower by its officer signing this Certificate, certifies, represents, and covenants as follows with respect to the Loan. All statements in this Certificate are of facts or, as to events to occur in the future, reasonable expectations.

I. DEFINITIONS

1.10. Attachment A. The definitions and cross-references set forth in Attachment A apply to this Certificate and its Attachments. All terms relating to a particular issue, such as Sale Proceeds, relate to the Loan, unless indicated otherwise. (For example, "Sale Proceeds" refers to Sale Proceeds of the Loan, unless indicated otherwise.)

1.20. Special Definitions. Terms used herein, to the extent not defined in Attachment A or below, have the same meaning as defined in the Loan Agreement. In addition, the following definitions apply to this Certificate and its Attachments:

"Instructions" means the Rebate Instructions attached hereto as Attachment A-1.

"Issue" means the Loan.

"Issuer" means the Local Borrower.

"Project" means the financing of a portion of the costs of acquisition, construction and improvement of facilities to be financed by the Loan and includes Issuance Costs and interest on the Loan for up to three years from the Issuance Date or, if later, one year after the date the Project is placed in service, all of which are governmental purposes for purposes of the Code.

"Reserve Fund" is defined in 3.40(a).

1.30. References. Reference to a Section means a section of the Code. Reference by number only (for example, "2.10") means that numbered paragraph of this Certificate. Reference to an Attachment means an attachment to this Certificate.

II. ISSUE DATA

2.10. Issuer. The Issuer is a Governmental Unit.

2.20. Purpose of Issue. The Issue is being issued to provide funds to pay costs of the Project.

2.30. Dates. The Sale Date of the Issue is the date on which the Loan Agreement is executed and delivered by the Authority and the Local Borrower, and the Issuance Date of the Issue is the first date on which the aggregate draws under the Loan exceed the lesser of $50,000 or 5% of the principal amount of the Loan.

2.40. Issue Price. The Issue Price of the Issue is the principal amount actually advanced by the Authority to the Issuer as the Loan.

2.50. Sale Proceeds, Net Proceeds, and Net Sale Proceeds. The amount of Sale Proceeds equals the Issue Price. The amount of Net Proceeds equals the Issue Price minus the amount of Proceeds (if any) deposited in the Reserve Fund (if any). The amount of Net Sale Proceeds equals the amount of Net Proceeds minus the Minor Portion.

2.60. Disposition of Sale Proceeds. There will be no Pre-Issuance Accrued Interest with respect to the Issue. The Sale Proceeds will be used to pay costs of the Project and, if applicable, to fund the Reserve Fund (if any).

2.70. Higher Yielding Investments. Gross Proceeds will not be invested in Higher Yielding Investments except for (A) the Minor Portion to the extent provided in 3.80, (B) those Gross Proceeds identified in 3.10, 3.20, and 3.30, but only during the applicable Temporary Periods there described for those Gross Proceeds, and (C) Gross Proceeds held in the Reserve Fund (if any) to the extent set forth in 3.40(a).

2.80. Single Issue. No other obligations have been or will be sold less than 15 days before or after the Sale Date pursuant to the same plan of financing with the Issue that are expected to be paid from substantially the same source of funds as the Issue, determined without regard to guarantees from a person who is not a Related Party to the Issuer. Accordingly, no obligations other than those of the Issue are a part of a single issue with the Issue.

III. ARBITRAGE (NONREBATE) MATTERS

3.10. Use of Net Sale Proceeds and Pre-Issuance Accrued Interest; Temporary Periods.

(A) Pre-Issuance Accrued Interest. There will be no Pre-Issuance Accrued Interest with respect to the Issue.

(B) Payment of Costs of the Project.

(1) All of the Net Sale Proceeds will be used to pay costs of the Project. Such Sale Proceeds may be used to acquire or hold Higher Yielding Investments for a period ending on the third anniversary of the Issuance Date (such period being the Temporary Period for such amount) because the following three tests are reasonably expected to be satisfied:

(i) At least 85% of the Net Sale Proceeds will be allocated to expenditures on the Project by the end of the Temporary Period;

(ii) Within 6 months of the Issuance Date, the Issuer will incur substantial binding obligations to third parties to expend at least 5% of the Net Sale Proceeds on the Project; and

(iii) Completion of the Project and allocation of the Net Sale Proceeds to expenditures will proceed with due diligence.

Any Sale Proceeds that remain unspent on the third anniversary of the Issuance Date, which is the expiration date of the Temporary Period for such Proceeds, shall not be invested in Higher Yielding Investments with respect to the Issue after that date except as part of the Minor Portion. In complying with the foregoing sentence, the Issuer may take into account "yield reduction payments" (within the meaning of Regulations §1.148-5(c)) paid to the United States.

(2) Any Reimbursement Allocation will qualify as a Reimbursement of Prior Capital Expenditures and will be made by an entry in the financial records of the Issuer kept with respect to the Issue showing that Sale Proceeds of the Issue have been returned to the fund or account of the Issuer from which such amount was originally and temporarily advanced to finance Capital Expenditures paid before this date by not more than (A) 18 months after the later of the date such Capital Expenditures were paid or the date on which the property resulting from such Capital Expenditures and comprising part of the Project was placed in service or (B) three years after the original expenditures were paid.

3.20. Investment Proceeds. Any Investment Proceeds will be used to pay costs of the Project and may be invested in Higher Yielding Investments during the Temporary Period identified in 3.10(B)(1) or, if longer, one year from the date of receipt, such period being the Temporary Period for such Proceeds.

3.30. Payment Fund. Amounts deposited from time to time in the fund of the Issuer from which payments will be made on the Issue, which is a Bona Fide Debt Service Fund, will be used to pay Debt Service on the Issue within 13 months after the amounts are so deposited, such period being the Temporary Period for such amounts.

3.40. Reserve Funds.

(A) Debt Service Reserve Fund. If (and only if) the Loan Agreement requires the funding of a debt service reserve fund ("Reserve Fund") in cash: The amount of Proceeds of the Loan deposited in the Reserve Fund shall not exceed

10% of the stated principal amount of the Loan. Amounts in the portion of the Reserve Fund allocable to the Issue may be invested in Higher Yielding Investments with respect to the Issue to the extent that such amounts do not exceed the least of (i) 10% of the principal amount of the Issue; (ii) maximum annual Debt Service; and (iii) 125% of average annual Debt Service. Any amounts in the portion of the Reserve Fund allocable to the Issue in excess of the least of these amounts will not be invested in Higher Yielding Investments with respect to the Issue. In complying with the yield restriction set forth in this Section, the Issuer may take into account "yield reduction payments" (within the meaning of Regulations § 1.148-5(c)) timely paid or to be timely paid to the United States because amounts in the Reserve Fund (other than investment earnings) are not reasonably expected to be used to pay Debt Service other than in connection with reductions in the amount required to be in the Reserve Account. The establishing and funding of the Reserve Fund was reasonably required by the Authority as a condition of making the Loan.

(B) Replacement Reserve Fund. If (and only if) the Loan Agreement requires the funding of a replacement reserve fund ("Replacement Reserve Fund") in cash: The Replacement Reserve Fund may be used for one or more of the following purposes: (i) the acquisition of new, or the replacement of obsolete or worn out, machinery, equipment, furniture, fixtures or other personal property for the Issuer's utility system, provided that the property is depreciable; (ii) the performance of repairs with respect to the Issuer's utility system that are of an extraordinary and non-recurring nature, provided that the property is depreciable; (iii) the acquisition or construction of additions to or improvements, extensions or enlargements to, or remodeling of, the Issuer's utility system, provided that the property is depreciable; and/or (iv) to make Debt Service payments to the Authority on the Issue (collectively, the "Permitted Uses"). The Issuer reasonably expects to use amounts in the Replacement Reserve Fund for Permitted Uses other than to make Debt Service payments to the Authority on the Issue, and therefore there is no reasonable assurance of the availability of those amounts to make Debt Service payments to the Authority on the Issue if the Issuer encounters financial difficulties

3.50. No Other Replacement Fund or Assured Available Funds. Except as described in 3.30 and, if and to the extent applicable, 3.40(A), , the Issuer has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay Debt Service on the Issue. Except for money referred to in 3.30 and Proceeds of a Refunding Issue, if any, no other money or Investment Property is or will be pledged as collateral or used for the payment of Debt Service on the Issue (or for the reimbursement of any others who may provide money to pay that Debt Service), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the holders of the Issue reasonable assurance of the availability of such money or Investment Property to pay Debt Service on the Issue.

3.60. No Overissuance. The Proceeds of the Issue are not reasonably expected to exceed the amount needed for the governmental purposes of the Issue as set forth in 2.20.

3.70. Other Uses of Proceeds Negated. Except as stated otherwise in this Certificate, none of the Proceeds of the Issue will be used:

(A) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Issuer or any other Governmental Unit,

(B) to replace any Proceeds of another issue that were not expended on the project for which such other issue was issued,

(C) to replace any money that was or will be used directly or indirectly to acquire Higher Yielding Investments,

(D) to make a loan to any person or other Governmental Unit,

(E) to pay any Working Capital Expenditure other than expenditures identified in Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., Issuance Costs of the Issue, Qualified Administrative Costs, reasonable charges for a Qualified Guarantee or for a Qualified Hedge, interest on the Issue for a period commencing on the Issuance Date of the Issue and ending on the date that is the later of three years from such Issuance Date or one year after the date on which the project financed or refinanced by the Issue was or will be placed in service, payments of the Rebate Amount, and costs, other than those already described, that do not exceed 5% of the Sale Proceeds and that are directly related to Capital Expenditures financed or deemed financed by the Issue, principal or interest on an issue paid from unexpected excess Sale Proceeds or Investment Proceeds, and principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a Bona Fide Debt Service Fund), or

(F) to reimburse any expenditures made prior to the Issuance Date except those that qualify as a Reimbursement of Prior Capital Expenditures.

No portion of the Issue is being issued solely for the purpose of investing Proceeds in Higher Yielding Investments.

3.80. Minor Portion. The Minor Portion is equal to the lesser of 5% of the Sale Proceeds of the Issue and $100,000. Such Minor Portion may be invested in Higher Yielding Investments with respect to the Issue.

3.90. No Other Replacement Proceeds. That portion of the Issue that is to be used to finance Capital Expenditures has a weighted average maturity that does not exceed 120% of the weighted average reasonably expected economic life of the property resulting from such Capital Expenditures.

IV. REBATE MATTERS

4.10. Issuer Obligation Regarding Rebate. Consistently with its covenants contained in the Loan Agreement, the Issuer will calculate and make, or cause to be calculated and made,

payments of the Rebate Amount in the amounts and at the times and in the manner provided in Section 148(f) with respect to Gross Proceeds to the extent not exempted under Section 148(f)(4) and the Instructions.

4.20. No Avoidance of Rebate Amount. No amounts that are required to be paid to the United States will be used to make any payment to a party other than the United States through a transaction or a series of transactions that reduces the amount earned on any Investment Property or that results in a smaller profit or a larger loss on any Investment Property than would have resulted in an arm's length transaction in which the Yield on the Issue was not relevant to either party to the transaction.

4.30. Exceptions.

(A) Small Issuer Exception. The Issue is exempt under Section 148(f)(4)(D) from the rebate requirement **if all** of the following requirements are satisfied:

(1) The Issuer is a Governmental Unit with general taxing powers within the meaning of Section 148(f)(4)(D), and

(2) No part of the Issue is a Private Activity Bond, and

(3) All of the Net Proceeds will be used for "local governmental activities" of the Issuer within the meaning of Section 148(f)(4)(D) and none of the Net Proceeds will be used for any Private Business Use, and

(4) The aggregate principal amount of all Tax-Exempt Obligations, including the Issue, issued or to be issued by the Issuer, its subordinate entities and entities that issue any such obligations on behalf of the Issuer, or on behalf of which the Issuer issues any such obligations, during the current calendar year does not, and is not reasonably expected to, exceed $5,000,000. The Tax-Exempt Obligations taken into account for this purpose exclude any Private Activity Bonds and any Current Refunding Portion and Current Refunding Issue to the extent that the amount of such Current Refunding Portion or Current Refunding Issue does not exceed the outstanding amount of the obligations refunded by such Current Refunding Portion or Current Refunding Issue. No entity has been or will be formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV).

If, but only if, all of the above requirements are satisfied, check here: [____]

and sign here: _____

(B) General Exception. Notwithstanding the foregoing, the computations and payments of amounts to the United States referred to in IV need not be made to the extent that the Issuer will not thereby fail to comply with any requirements of Section 148(f) and the Instructions based on an opinion of bond counsel.

4.40. Election. The Issue is a Construction Issue. The Issuer hereby elects to apply the 2-year spending exception to the rebate requirements on the basis of actual facts instead of the Issuer's reasonable expectations.

V. OTHER TAX MATTERS

5.10. Not Private Activity Bonds or Pool Bonds. No obligation of the Issue will be a Private Activity Bond or a pooled financing bond (within the meaning of Section 149(f)), based on the following:

(A) Not more than 5% of the Proceeds, if any, directly or indirectly, will be used for a Private Business Use and not more than 5%, if any, of the Debt Service on the Issue, directly or indirectly, will be secured by any interest in property used or to be used for a Private Business Use or payments in respect of such property, or will be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a Private Business Use.

(B) Less than 5% of the Proceeds, if any, will be used to make or finance loans to any Private Person or Governmental Unit other than the Issuer.

(C) The lesser of the Proceeds that are being or will be used for any Private Business Use or the Proceeds with respect to which there are payments or (borrowed money) that are being or will be used for any Private Business Use does not exceed $15,000,000 and none of the Proceeds will be used with respect to an "output facility" (other than a facility for the furnishing of water) within the meaning of Section 141(b)(4).

(D) The Issuer does not expect to sell or otherwise dispose of the Project or any portion thereof during the term of the Issue except for dispositions of property in the normal course at the end of such property's useful life to the Issuer. With respect to tangible personal property, if any, that is part of the Project, the Issuer reasonably expects that:

(1) Dispositions of such tangible personal property, if any, will be in the ordinary course of an established governmental program;

(2) The weighted average maturity of the obligations of the Issue financing such property (treating the obligations of the Issue properly allocable to such personal property as a separate issue for this purpose) will not be greater than 120% of the reasonably expected actual use of such property for governmental purposes;

(3) The fair market value of such property on the date of disposition will not be greater than 25% of its cost;

(4) The property will no longer be suitable for its governmental purposes on the date of disposition; and

(5) The amounts received from any disposition of such property are required to be, and will be, commingled with substantial tax or other governmental revenues and will be spent on governmental programs within 6 months from the date of such deposit and commingling.

5.20. Issue Not Federally Guaranteed. The Issue is not Federally Guaranteed.

5.30. Not Hedge Bonds. At least 85% of the Spendable Proceeds will be used to carry out the governmental purposes of the Issue within three years from the Issuance Date. Not more than 50%, if any, of the Proceeds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more (including but not limited to any investment contract or fixed yield investment having a maturity of four years or more). The reasonable expectations stated above are not based on and do not take into account (A) any expectations or assumptions as to the occurrence of changes in market interest rates or changes of federal tax law or regulations or rulings thereunder or (B) any prepayments of items other than items that are customarily prepaid.

5.40. Hedge Contracts. The Issuer has not entered into, and does not reasonably expect to enter into, any Hedge with respect to the Issue, or any portion thereof. The Issuer acknowledges that entering into a Hedge with respect to the Issue, or any portion thereof, may change the Yield and that Bond Counsel should be contacted prior to entering into any Hedge with respect to the Issue in order to determine whether payments/receipts pursuant to the Hedge will be taken into account in computing the Yield.

5.50. Internal Revenue Service Information Return. Within the time and on the form prescribed by the Internal Revenue Service under Section 149(e), the Issuer will file with the Internal Revenue Service an Information Return setting forth the required information relating to the Issue. The information reported on that Information Return will be true, correct, and complete to the best of the knowledge and belief of the undersigned.

5.60. Responsibility of Officer.

(A) The officer signing this Certificate is one of the officers of the Issuer responsible for issuing the Issue.

(B) To the best of the knowledge, information, and belief of the undersigned, all expectations stated in this Certificate are the expectations of the Issuer and are reasonable, all facts stated are true, and there are no other existing facts, estimates, or circumstances that would or could materially change the statements made in this Certificate. The certifications and representations made in this Certificate are intended to be relied upon as certifications described in Regulations § 1.148-2(b). The Issuer acknowledges that any change in the facts or expectations from those set forth in this Certificate may result in different requirements or a change in status of the Issue or interest thereon under the Code, and that bond counsel should be contacted if such changes are to occur or have occurred.

City of Surprise

By:_____

Name:_____

Title:_____

List of Attachments

Attachment A -- Definitions for Tax Compliance Certificate

Attachment A-1 -- Rebate Instructions

Attachment A

Definitions for Tax Compliance Certificate of Local Borrower

The following terms, as used in Attachment A and in the Tax Compliance Certificate to which it is attached and in the other Attachments to the Tax Compliance Certificate, have the following meanings unless therein otherwise defined or unless a different meaning is indicated by the context in which the term is used. Capitalized terms used within these definitions that are not defined in Attachment A have the meanings ascribed to them in the Tax Compliance Certificate to which this Attachment A is attached. The word "Issue," in lower case, refers either to the Issue or to another issue of obligations or portion thereof treated as a separate issue for the applicable purposes of Section 148, as the context requires. The word "obligation" or "obligations," in lower case, includes any obligation, whether in the form of bonds, notes, certificates, or any other obligation that is a "bond" within the meaning of Section 150(a)(1). All capitalized terms used in this Certificate include either the singular or the plural. All terms used in this Attachment A or in the Tax Compliance Certificate to which this Attachment A is attached, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141-150 and the applicable Regulations thereunder except as otherwise specified. All references to Section, unless otherwise noted, refer to the Code.

"Advance Refunding Issue" means any Refunding Issue that is not a Current Refunding Issue.

"Advance Refunding Portion" means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as an Advance Refunding Issue if it had been issued as a separate issue.

"AMT Obligation" means a Tax-Exempt Obligation the interest on which is an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

"Available Construction Proceeds" means an amount equal to (a) the sum of (i) the Issue Price of an issue, (ii) Investment Proceeds on that Issue Price, (iii) earnings on any reasonably required reserve or replacement fund allocable to the issue not funded from the Issue Price, and (iv) Investment Proceeds and earnings on (ii) and (iii), (b) reduced by the portions, if any, of the Issue Price of the issue (i) attributable to Pre-Issuance Accrued Interest and earnings thereon, (ii) allocable to the underwriter's discount, (iii) used to pay other Issuance Costs of the issue, and (iv) deposited in a reasonably required reserve or replacement fund allocable to the issue. "Available Construction Proceeds" does not include Investment Proceeds or earnings on a reasonably required reserve or replacement fund allocable to the issue for any period after the earlier of (a) the close of the 2-year period that begins on the Issuance Date or (b) the date the construction of the project financed by the issue is substantially completed, provided, however, that such Investment Proceeds or earnings shall be excluded from "Available Construction Proceeds" if the Issuer has timely elected such exclusion. If an issue is a Multipurpose Issue that includes a New Money Portion that is a Construction Issue, this definition shall be applied by substituting "New Money Portion" for "issue" each place the latter term appears. If an issue or the New Money Portion of a Multipurpose Issue, as applicable, is

not a Construction Issue, and the Issuer makes the bifurcation election under Regulations §1.148-7(j)(1) and Section 148(f)(4)(C)(v) to treat the issue or the New Money Portion as two separate issues consisting of the Construction Portion and the Nonconstruction Portion, this definition shall be applied by substituting "Construction Portion" for "issue" each place the latter term appears.

"Bona Fide Debt Service Fund" means a fund, including a portion of or an account in that fund (or in the case of a fund established for two or more issues, the portion of that fund properly allocable to an issue), or a combination of such funds, accounts or portions that is used primarily to achieve a proper matching of revenues with Debt Service on an issue within each Bond Year and that is depleted at least once each year except for a reasonable carryover amount not to exceed the greater of the earnings thereon for the immediately preceding Bond Year or one-twelfth of the annual Debt Service on the issue for the immediately preceding Bond Year.

"Bond Year" means the annual period relevant to the application of Section 148(f) to an issue, except that the first and last Bond Years may be less than 12 months long. The last day of a Bond Year shall be the close of business on the day preceding the anniversary of the Issuance Date of an issue unless the Issuer selects another date on which to end a Bond Year in the manner permitted by the Code.

"Capital Expenditures" means costs of a type that are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of Placed in Service) under general federal income tax principles.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Commingled Fund" means any fund or account of the Issuer that contains both Gross Proceeds of an issue and amounts in excess of $25,000 that are not Gross Proceeds of the issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account.

"Commingled Investment Proceeds" means Investment Proceeds of an issue (other than Investment Proceeds held in a Refunding Escrow) that are deposited in a Commingled Fund with substantial tax or other revenues from governmental operations of the Issuer and that are reasonably expected to be spent for governmental purposes within 6 months from the date of deposit in the Commingled Fund, using any reasonable accounting assumptions.

"Conduit Borrower" means the obligor on a purpose investment.

"Conduit Financing Issue" means an issue the Proceeds of which are reasonably expected to be used to finance one or more Conduit Loans.

"Conduit Loan" means a purpose investment acquired by the Issuer with Proceeds of a Conduit Financing Issue, thereby effecting a loan to the Conduit Borrower.

"Construction Expenditures" means Capital Expenditures allocable to the cost of real property (including the construction or making of improvements to real property, but excluding acquisitions of interests in land or other existing real property) or constructed personal property within the meaning of Regulations §1.148-7(g).

"Construction Issue" means an issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization. If an issue is a Multipurpose Issue that includes a New Money Portion, this definition shall be applied by substituting "New Money Portion" for "Construction Issue" each place the latter term appears. If an election under Section 148(f)(4)(C)(v) and Regulations §1.148-7(j) is made to bifurcate an issue or the New Money Portion of a Multipurpose Issue, this definition shall be applied by substituting "Construction Portion" for "Construction Issue" each place the latter term appears.

"Construction Portion" means that portion of an issue or the New Money Portion of a Multipurpose Issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization and that finances 100% of the Construction Expenditures.

"Controlled Group" means a group of entities controlled directly or indirectly by the same entity or group of entities within the meaning of Regulations §1.150-1(e).

"Current Refunding Issue" means a Refunding Issue that is issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Issue for the payment of Debt Service on the Refunded Bonds.

"Current Refunding Portion" means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as a Current Refunding Issue if it had been issued as a separate issue.

"Debt Service" means principal of and interest and any redemption premium on an issue.

"Excess Gross Proceeds" means all Gross Proceeds of an Advance Refunding Issue that exceed an amount equal to 1% of the Sale Proceeds of such Advance Refunding Issue, other than Gross Proceeds allocable to: (a) payment of Debt Service on the Refunded Bonds; (b) payment of Pre-Issuance Accrued Interest on the Advance Refunding Issue and interest on the Advance Refunding Issue that accrues for a period up to the completion date of any capital project financed by the Prior Issue, plus one year; (c) a reasonably required reserve or replacement fund for the

Advance Refunding Issue or Investment Proceeds of such fund; (d) payment of Issuance Costs of the Advance Refunding Issue; (e) payment of administrative costs allocable to repaying the Refunded Bonds, carrying and repaying the Advance Refunding Issue, or investments of the Advance Refunding Issue; (f) Transferred Proceeds allocable to expenditures for the governmental purpose of the Prior Issue (treating for this purpose all unspent Proceeds of the Prior Issue properly allocable to the Refunded Bonds as of the Issuance Date of the Advance Refunding Issue as Transferred Proceeds); (g) interest on purpose investments; (h) Replacement Proceeds in a sinking fund for the Advance Refunding Issue; and (i) fees for a Qualified Guarantee for the Advance Refunding Issue or the Prior Issue. If an Issue is a Multipurpose Issue that includes an Advance Refunding Portion, this definition shall be applied by substituting "Advance Refunding Portion" for "Advance Refunding Issue" each place the latter term appears.

"Federally Guaranteed" means that (a) the payment of Debt Service on an issue, or the payment of principal or interest with respect to any loans made from the Proceeds of the issue, is directly or indirectly guaranteed in whole or in part by the United States or by an agency or instrumentality of the United States, within the meaning of Section 149(b) of the Code, or (b) more than 5% of the Proceeds of an issue will be invested directly or indirectly in federally insured deposits or accounts. The preceding sentence does not apply to (a) Proceeds invested during an initial Temporary Period until such Proceeds are needed to pay costs of the project, (b) investments of a Bona Fide Debt Service Fund, (c) direct purchases from the United States of obligations issued by the United States Treasury, or (d) other investments permitted by Section 149(b) or Regulations §1.149(b)-1(b).

"501(c)(3) Organization" means an organization described in Section 501(c)(3) and exempt from tax under Section 501(a).

"Fixed Yield Issue" means an issue of obligations the Yield on which is fixed and determinable on the Issuance Date.

"Governmental Unit" means a state, territory or possession of the United States, the District of Columbia, or any political subdivision thereof referred to as a "State or local governmental unit" in Regulations §1.103-1(a). "Governmental Unit" does not include the United States or any agency or instrumentality of the United States.

"Gross Proceeds" means Proceeds and Replacement Proceeds of an issue.

"Hedge" means a contract entered into by the Issuer or the Conduit Borrower primarily to modify the Issuer's or the Conduit Borrower's risk of interest rate changes with respect to an obligation (e.g., an interest rate swap, an interest rate cap, a futures contract, a forward contract or an option).

"Higher Yielding Investments" means any Investment Property that produces a Yield that (a) in the case of Investment Property allocable to Replacement Proceeds of an issue and Investment Property in a Refunding Escrow, is more than one thousandth of one percentage point (.00001) higher than the Yield on the applicable issue, and (b) for all other purposes is more than one-eighth of one percentage point (.00125) higher than the Yield on the issue.

"Investment Proceeds" means any amounts actually or constructively received from investing Proceeds of an issue in Investment Property.

"Investment Property" means investment property within the meaning of Sections 148(b)(2) and 148(b)(3), including any security (within the meaning of Section 165(g)(2)(A) or (B)), any obligation, any annuity contract and any other investment-type property (including certain residential rental property for family units as described in Section 148(b)(2)(E) in the case of any bond other than a Private Activity Bond). Investment Property includes a Tax-Exempt Obligation that is a "specified private activity bond" as defined in Section 57(a)(5)(C), but does not include other Tax-Exempt Obligations.

"Issuance Costs" means costs to the extent incurred in connection with, and allocable to, the issuance of an issue, and includes underwriter's compensation withheld from the Issue Price, counsel fees, financial advisory fees, rating agency fees, trustee fees, paying agent fees, bond registrar, certification and authentication fees, accounting fees, printing costs for bonds and offering documents, public approval process costs, engineering and feasibility study costs, guarantee fees other than for a Qualified Guarantee and similar costs, but does not include fees charged by the Issuer.

"Issuance Date" means the date of physical delivery of an issue by the Issuer in exchange for the purchase price of the issue.

"Issue Price" means in the circumstances applicable to an issue:

(1) Public Offering. In the case of obligations actually offered to the general public in a bona fide public offering at the initial offering price for each maturity set forth in the certificate of the underwriter or placement agent attached to the Tax Compliance Certificate of the Issuer, the aggregate of the initial offering price for each maturity (including any Pre-Issuance Accrued Interest and original issue premium, but excluding any original issue discount), which price is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity, as of the Sale Date, was sold or reasonably expected to be sold (other than to bond houses, brokers or other intermediaries). In the case of publicly offered obligations that are not described in the preceding sentence, Issue Price means the aggregate of the initial offering price to the public of each maturity set forth in the certificate of the underwriter or placement agent attached to the Tax Compliance Certificate of the Issuer, which price is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity was sold to the public.

(2) Private Placement. In the case of obligations sold by private placement, the aggregate of the prices (including any Pre-Issuance Accrued Interest and original issue premium, but excluding any original issue discount) paid to the

Issuer by the first purchaser(s) (other than bond houses, brokers or other intermediaries).

"Minor Portion" means an amount equal to the lesser of $100,000 or 5% of the Sale Proceeds of an issue.

"Multipurpose Issue" means an issue the bonds of which are allocable to two or more separate governmental purposes within the meaning of Regulations §1.148-9(h).

"Net Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue.

"Net Sale Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue and the portion invested as a part of a Minor Portion for the issue.

"New Money Issue" means an issue that is not a Refunding Issue.

"New Money Portion" means that portion of a Multipurpose Issue other than the Refunding Portion.

"Nonpurpose Investments" means any Investment Property that is acquired with Gross Proceeds as an investment and not in carrying out any governmental purpose of an issue. "Nonpurpose Investments" does not include any investment that is not regarded as "investment property" or a "nonpurpose investment" for the particular purposes of Section 148 (such as certain investments in U.S. Treasury obligations in the State and Local Government Series and certain temporary investments), but does include any other investment that is a "nonpurpose investment" within the applicable meaning of Section 148.

"Placed in Service" means the date on which, based on all the facts and circumstances, a facility has reached a degree of completion that would permit its operation at substantially its design level and the facility is, in fact, in operation at such level.

"Pre-Issuance Accrued Interest" means interest on an obligation that accrued for a period not greater than one year before its Issuance Date and that will be paid within one year after such Issuance Date.

"Preliminary Expenditures" means any Capital Expenditures that are "preliminary expenditures" within the meaning of Regulations §1.150-2(f)(2), i.e., architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project other than land acquisition, site preparation, and similar costs incident to commencement of construction. The aggregate amount of Preliminary Expenditures may not exceed 20% of the aggregate Issue Price of the issue or issues that financed or are reasonably expected to finance the project for which such Preliminary Expenditures are or were incurred.

"Prior Issue" means an issue of obligations all or a portion of the Debt Service on which is paid or provided for with Proceeds of a Refunding Issue. The Prior Issue may be a Refunding Issue.

"Private Activity Bond" means (a) obligations of an issue more than 10% of the Proceeds of which, directly or indirectly, are or are to be used for a Private Business Use and more than 10% of the Debt Service on which, directly or indirectly, is or is to be paid from or secured by payments with respect to property, or secured by property, used for a Private Business Use, or (b) obligations of an issue, the Proceeds of which are or are to be used to make or finance loans to any Private Person that, in the aggregate, exceed the lesser of 5% of such Proceeds or $5,000,000. In the event of Unrelated or Disproportionate Use, the tests in (a) shall be applied by substituting 5% for 10% each place the latter term is used.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any Private Person other than use as a member of, and on the same basis as, the general public. Any activity carried on by a Private Person (other than a natural person) shall be treated as a trade or business. In the case of a Qualified 501(c)(3) Bond, Private Business Use excludes use by a 501(c)(3) Organization that is not an unrelated trade or business activity by such 501(c)(3) Organization within the meaning of Section 513(a).

"Private Person" means any natural person or any artificial person, including a corporation, partnership, trust or other entity, other than a Governmental Unit. "Private Person" includes the United States and any agency or instrumentality of the United States.

"Proceeds" means any Sale Proceeds, Investment Proceeds, and Transferred Proceeds of an issue. "Proceeds" does not include Replacement Proceeds.

"Qualified Administrative Costs" means reasonable direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount are not Qualified Administrative Costs.

"Qualified 501(c)(3) Bonds" means an issue of obligations that satisfies the requirements of Section 145(a).

"Qualified Guarantee" means any guarantee of an obligation that constitutes a "qualified guarantee" within the meaning of Regulations §1.148-4(f).

"Qualified Hedge" means a Hedge that is a "qualified hedge" within the meaning of Regulations §1.148-4(h)(2).

"Rebate Amount" means the excess of the future value, as of any date, of all receipts on Nonpurpose Investments acquired with Gross Proceeds of an issue over the future value, as of that date, of all payments on those Nonpurpose Investments, computed in accordance with Section 148(f) and Regulations §1.148-3.

"Refunded Bonds" means obligations of a Prior Issue the Debt Service on which is or is to be paid from Proceeds of a Refunding Issue.

"Refunding Bonds" means obligations of a Refunding Issue.

"Refunding Issue" means an issue the Proceeds of which are or are to be used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs of the Refunding Issue.

"Refunding Escrow" means one or more funds established as part of a single transaction, or a series of related transactions, containing Proceeds of a Refunding Issue and any other amounts to be used to pay Debt Service on Refunded Bonds of one or more issues.

"Refunding Portion" means that portion of a Multipurpose Issue the Proceeds of which are, or are to be, used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs properly allocable to the Refunding Portion.

"Regulations" or "Reg." means Treasury Regulations.

"Reimbursement Allocation" means an allocation of the Proceeds of an issue for the Reimbursement of Prior Capital Expenditures, other than Preliminary Expenditures, that meets each of the following requirements: (a) is evidenced on the books or records of the Issuer maintained with respect to the issue, (b) the allocation entry identifies either actual prior Capital Expenditures, or the fund or account from which the prior Capital Expenditures were paid, and (c) evidences the Issuer's use of Proceeds of the issue to reimburse a Capital Expenditure for a governmental purpose that was originally paid from a source other than the Proceeds of the issue.

"Reimbursement of Prior Capital Expenditures" means a Reimbursement Allocation of Proceeds of the Issue to a Capital Expenditure paid prior to the Issuance Date of such Issue, that satisfies the following requirements: (a) the Capital Expenditure was paid after March 1, 1992; (b) prior to, or within 60 days after, payment of the Capital Expenditure (except Preliminary Expenditures), the Issuer adopted an official intent for the Capital Expenditure that satisfies Regulations §1.150-2(e); and (c) except for Preliminary Expenditures, the Reimbursement Allocation occurs or will occur within 18 months after the later of the date the Capital Expenditure was paid or the date the project resulting from such Capital Expenditure was Placed in Service or abandoned, but in no event more than 3 years after the Capital Expenditure was paid.

"Related Party" means, in reference to a Governmental Unit or 501(c)(3) Organization, any member of the same Controlled Group and, in reference to any person that is not a Governmental Unit or 501(c)(3) Organization, a "related person" as defined in Section 144(a)(3) of the Code.

"Replacement Proceeds" means, with respect to an issue, amounts (including any investment income, but excluding any Proceeds of any issue) replaced by Proceeds of that issue within the meaning of Section 148(a)(2). "Replacement Proceeds" includes amounts, other than Proceeds, held in a sinking fund, pledged fund or reserve or replacement fund for an issue.

"Sale Date" means, with respect to an issue, the first date on which there is a binding contract in writing with the Issuer for the sale and purchase of an issue (or of respective obligations of the issue if sold by the Issuer on different dates) on specific terms that are not later modified or adjusted in any material respect.

"Sale Proceeds" means that portion of the Issue Price actually or constructively received by the Issuer upon the sale or other disposition of an issue, including any underwriter's compensation withheld from the Issue Price, but excluding Pre-Issuance Accrued Interest.

"Spendable Proceeds" means the Net Sale Proceeds of an issue.

"Tax-Exempt Obligation" means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150, and includes any obligation or any investment treated as a "tax-exempt bond" for the applicable purpose of Section 148.

"Tax-Exempt Organization" means a Governmental Unit or a 501(c)(3) Organization.

"Temporary Period" means the period of time, as set forth in the Tax Compliance Certificate, applicable to particular categories of Proceeds of an issue during which such category of Proceeds may be invested in Higher Yielding Investments without the issue being treated as arbitrage bonds under Section 148.

"Transferred Proceeds" means that portion of the Proceeds of an issue (including any Transferred Proceeds of that issue) that remains unexpended at the time that any portion of the principal of the Refunded Bonds of that issue is discharged with the Proceeds of a Refunding Issue and that thereupon becomes Proceeds of the Refunding Issue as provided in Regulations §1.148-9(b). "Transferred Proceeds" does not include any Replacement Proceeds.

"Unrelated or Disproportionate Use" means Private Business Use that is not related to or is disproportionate to use by a Governmental Unit within the meaning of Section 141(b)(3) and Regulations §1.141-9.

"Variable Yield Issue" means any Issue that is not a Fixed Yield Issue.

"Working Capital Expenditures" means any costs of a type that do not constitute Capital Expenditures, including current operating expenses.

"Yield" has the meaning assigned to it for purposes of Section 148 of the Code, and means that discount rate (stated as an annual percentage) that, when used in computing the present worth of all applicable unconditionally payable payments of Debt Service, all payments for a Qualified Guarantee, if any, and all payments and receipts with respect to a Qualified Hedge, if any, paid and to be paid with respect to an obligation (paid and to be paid during and attributable to the Yield Period in the case of a Variable Yield Issue), produces an amount equal to (a) the Issue Price in the case of a Fixed Yield Issue or the present value of the Issue Price at the commencement of the applicable Yield Period in the case of a Variable Yield Issue, or (b) the purchase price for yield purposes in the case of Investment Property, all subject to the applicable methods of computation provided for under Section 148, including variations from the foregoing. The Yield on Investment Property in which Proceeds or Replacement Proceeds of an issue are invested is computed on a basis consistent with the computation of Yield on that issue, including the same compounding interval of not more than one year selected by the Issuer.

"Yield Period" means, in the case of the first Yield Period, the period that commences on the Issuance Date and ends at the close of business on the first Computation Date and, in the case of each succeeding Yield Period, the period that begins immediately after the end of the immediately preceding Yield Period and ends at the close of business on the next succeeding Computation Date.

The terms "bond", "obligation", "reasonably required reserve or replacement fund", "reserve or replacement fund", "loan", "sinking fund", "purpose investment", "same plan of financing", "other replacement proceeds", and other terms relating to Code provisions used but not defined in this Certificate shall have the meanings given to them for purposes of Sections 103 and 141 to 150 unless the context indicates another meaning.

(End of Attachment A)

ATTACHMENT A-1
to
Tax Compliance Certificate of Local Borrower

INSTRUCTIONS FOR COMPLIANCE WITH REBATE REQUIREMENTS OF SECTION 148(f) OF THE CODE.

The Issuer covenanted in the Loan Agreement and Tax Compliance Certificate to comply with the arbitrage rebate requirement of Section 148(f) of the Code. These Instructions provide guidance for that compliance, including the spending exceptions that free the Issue from all or part of the rebate requirements.

PART I: GENERAL

SECTION 1.01. REBATE GENERALLY.

The Rebate Amount[1] with respect to the Issue must be paid (rebated) to the United States to prevent the bonds of the Issue from being arbitrage bonds, the interest on which is subject to federal income tax. In general, the Rebate Amount is the amount by which the actual earnings on Nonpurpose Investments purchased (or deemed to have been purchased) with Gross Proceeds of the Issue exceed the amount of earnings that would have been received if those Nonpurpose Investments had a Yield equal to the Yield on the Issue.[2]

Stated differently, the Rebate Amount for the Issue as of any date is the excess of the Future Value, as of that date, of all Receipts on Nonpurpose Investments over the Future Value, as of that date, of all Payments on Nonpurpose Investments, computed using the Yield on the Issue as the Future Value rate.[3]

If the Issue is a Fixed Yield Issue, the Yield on the Issue generally is the Yield to maturity, taking into account mandatory redemptions prior to maturity. If the Issue is a Variable Yield Issue, the Yield on the Issue is computed separately for each Yield Period selected by the Issuer.

SECTION 1.02. SPECIAL DEFINITIONS.

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1. Capitalized terms that are not defined in these Instructions are defined in Attachment A to the Tax Compliance Certificate of the Issuer.

2. Amounts earned on the Bona Fide Debt Service Fund for the Issue are not taken into account in determining the Rebate Amount since none of the obligations of the Issue are Private Activity Bonds, the rates of interest on the Issue do not vary and the average maturity of the Issue is at least 5 years.

3. The scope of these Instructions does not permit a detailed description of the computation of the Rebate Amount with respect to the Issue. If you need assistance in computing the Rebate Amount on the Issue, please contact your bond counsel.

For purposes of these Instructions, the following terms shall have the following meanings.

"Available Construction Proceeds" means an amount equal to (a) the sum of (i) the Issue Price of the issue, (ii) Investment Proceeds on that Issue Price, (iii) earnings on any reasonably required reserve or replacement fund allocated to the issue not funded from the Issue Price, and (iv) Investment Proceeds and earnings on (ii) and (iii), (b) reduced by the portions, if any, of the Issue Price of the issue (i) attributable to Pre-Issuance Accrued Interest and earnings thereon, (ii) allocated to the Underwriter's discount, (iii) used to pay other Issuance Costs of the issue, and (iv) deposited in a reasonably required reserve or replacement fund allocated to the issue. Available Construction Proceeds do not include Investment Proceeds or earnings on a reasonably required reserve or replacement fund allocated to the issue for any period after the earlier of (a) the close of the 2-year period that begins on the Issuance Date or (b) the date the construction of the Projects financed by the issue is substantially completed. If the issue consists of a New Money Portion and a Refunding Portion and the New Money Portion is a Construction Issue, this definition shall be applied by substituting "New Money Portion" for "issue" each place the latter term appears. If the issue or the New Money Portion, as applicable, is not a Construction Issue, and the Issuer makes the election under Regulations §1.148-7(j)(1) and Section 148(f)(4)(C)(v) to treat the issue or the New Money Portion as two separate issues consisting of the Construction Portion and the Nonconstruction Portion, this definition shall be applied by substituting "Construction Portion" for "issue" each place the latter term appears.

"Bifurcated Issue" means a New Money Issue or the New Money Portion of a Multipurpose Issue that the Issuer, pursuant to Section 148(f)(4)(C)(v) and Regulations §1.148-7(j), has elected in its Tax Compliance Certificate to bifurcate into a Construction Portion and a Nonconstruction Portion.

"Bond Counsel's Opinion" means an opinion or opinions of a nationally recognized bond counsel firm whose opinion is given with respect to the Issue when issued, or its successors or other nationally recognized bond counsel appointed by the Issuer.

"Bond Year" means the annual period relevant to the application of Section 148(f) to the issue, except that the first and last Bond Years may be less than 12 months long. The last day of a Bond Year shall be the close of business on the day preceding the anniversary of the Issuance Date of the issue unless the Issuer selects another date on which to end a Bond Year in the manner permitted by the Code.

"Computation Date" means each date on which the Rebate Amount for an issue is required to be computed under Regulations §1.148-3(e). In the case of a Fixed Yield Issue, the first Computation Date shall not be later than 5 years after the Issuance Date of the issue. Subsequent Computation Dates shall be not later than 5 years after the immediately preceding Computation Date for which an installment payment of the Rebate Amount was paid. In the case of a Variable Yield Issue, the first Computation Date shall be the last day of any Bond Year irrevocably selected by the Issuer ending on or before the fifth anniversary of the Issuance Date of such issue and

subsequent Computation Dates shall be the last day of each Bond Year thereafter or each fifth Bond Year thereafter, whichever is irrevocably selected by the Issuer after the first date on which any portion of the Rebate Amount is required to be paid to the United States. The final Computation Date is the date an issue is retired.

"Construction Expenditures" means Capital Expenditures allocable to the cost of real property (including the construction or making of improvements to real property, but excluding acquisitions of interests in land or other existing real property) or constructed personal property within the meaning of Regulations §1.148-7(g).

"Construction Issue" means an issue at least 75 percent of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property which is or is to be owned by a Governmental Unit or a 501(c)(3) Organization. If an election has been made in the Issuer's Tax Compliance Certificate to bifurcate an issue or the New Money Portion, the Construction Portion (i.e., that portion of the issue or the New Money Portion which satisfies the 75 percent test stated in the preceding sentence and which finances 100% of the Construction Expenditures) is treated as the Construction Issue and the balance of the issue or the New Money Portion is treated as the Nonconstruction Portion.

"Fixed Yield Issue" means an issue of obligations the Yield on which is fixed and determinable on the Issuance Date.

"Future Value" means the value of a Payment or Receipt at the end of a period determined using the economic accrual method as the value of that Payment or Receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the Yield on the Issue, using the same compounding interval and financial conventions that were used to compute that Yield.

"Guaranteed Investment Contract" means any Nonpurpose Investment that has specifically negotiated withdrawal or retirement provisions and a specifically negotiated interest rate and any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Multipurpose Issue" means an issue that consists of a Refunding Portion and a New Money Portion.

"Payment" means payments actually or constructively made to acquire Nonpurpose Investments, as specified in Regulations §1.148-3(d)(1)i) through (v).

"Qualified Administrative Costs" means the reasonable, direct administrative costs, other than carrying costs, of purchasing or selling Nonpurpose Investments such as separately stated brokerage or selling commissions. Qualified Administrative Costs do not include legal and accounting fees, recordkeeping, custody, and similar costs, general overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount. In general, Qualified Administrative Costs are not reasonable unless they are comparable to administrative costs that would be charged for the same investment or

a reasonably comparable investment if acquired with a source of funds other than Gross Proceeds of Tax-Exempt Obligations.

"Reasonable Retainage" means an amount, not to exceed 5% of the Net Sale Proceeds of the Issue, that is retained for reasonable business purposes relating to the property financed with Proceeds of the Issue. For example, Reasonable Retainage may include a retention to ensure or promote compliance with a construction contract in circumstances in which the retained amount is not yet payable, or in which the Issuer reasonably determines that a dispute exists regarding completion or payment.

"Rebate Analyst" means an independent individual, firm or entity experienced in the computation of the Rebate Amount pursuant to Section 148(f) of the Code.

"Receipt" means amounts actually or constructively received from Nonpurpose Investments as specified in Regulations §1.148-3(d)(2)(i) through (iii).

"Variable Yield Issue" means any issue that is not a Fixed Yield Issue.

"Yield Period" means, in the case of the first Yield Period, the period that commences on the Issuance Date and ends at the close of business on the first Computation Date and, in the case of each succeeding Yield Period, the period that begins immediately after the end of the immediately preceding Yield Period and ends at the close of business on the next succeeding Computation Date.

PART II: EXCEPTIONS TO REBATE

SECTION 2.01. SPENDING EXCEPTIONS.

The rebate requirements with respect to the Issue are deemed to have been satisfied if any one of three spending exceptions (the 6-Month, the 18-Month, or the 2-Year Spending Exception, collectively, the "Spending Exceptions") is satisfied. The Spending Exceptions are each independent exceptions. The Issue need not meet the requirements of any other exception in order to use any one of the three exceptions. For example, a Construction Issue may qualify for the 6-Month Spending Exception or the 18-Month Spending Exception even though the Issuer makes one or more elections under the 2-Year Exception with respect to the Issue.

The following rules apply for purposes of all of the Spending Exceptions except as otherwise noted.

Refunding Issues. The only spending exception available for a Refunding Issue[4] is the 6-Month Spending Exception.

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4. For purposes of these Instructions, references to "Refunding Issue" include the Refunding Portion of a Multipurpose Issue.

Special Transferred Proceeds Rules. In applying the Spending Exceptions to a Refunding Issue, unspent Proceeds of the Prior Issue that become Transferred Proceeds of the Refunding Issue are ignored. If the Prior Issue satisfies one of the rebate Spending Exceptions, the Proceeds of the Prior Issue that are excepted from rebate under that exception are not subject to rebate either as Proceeds of the Prior Issue or as Transferred Proceeds of the Refunding Issue.

However, if the Prior Issue does not satisfy any of the Spending Exceptions and is not otherwise exempt from rebate, the Transferred Proceeds from the Prior Issue will be subject to rebate, even if the Refunding Issue satisfies the 6-Month Spending Exception. The Rebate Amount will be calculated on the Transferred Proceeds on the basis of the Yield of the Prior Issue up to each transfer date and on the basis of the Yield of the Refunding Issue after each transfer date.

Application of Spending Exceptions to a Multipurpose Issue. If the Issue is a Multipurpose Issue, the Refunding Portion and the New Money Portion are treated for purposes of the rebate Spending Exceptions as separate issues. Thus, the Refunding Portion is eligible to use only the 6-Month Spending Exception. The New Money Portion is eligible to use any of the three Spending Exceptions.

Expenditures for Governmental Purposes of the Issue. Each of the spending exceptions requires that expenditures of Gross Proceeds be for the governmental purposes of the Issue. These purposes include payment of interest (but not principal) on the Issue.

SECTION 2.02. 6-MONTH SPENDING EXCEPTION.

The Issue will be treated as satisfying the rebate requirements if all of the Gross Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue within the 6-month period beginning on the Issuance Date and the Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or a Bona Fide Debt Service Fund if and to the extent that such Fund is subject to rebate (see footnote 3) is timely paid to the United States. If no bond of the Issue is a Private Activity Bond (other than a Qualified 501(c)(3) Bond) or a tax or revenue anticipation bond, the 6-month period is extended for an additional 6 months if the unexpended Gross Proceeds of the Issue at the end of the 6-month period do not exceed the lesser of 5% of the Proceeds of the Issue or $100,000.

For purposes of the 6-Month Spending Exception, Gross Proceeds required to be spent within 6 months do not include amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue.

SECTION 2.03. 18-MONTH SPENDING EXCEPTION.

The Issue (or the New Money Portion if the Issue is a Multipurpose Issue) is treated as satisfying the rebate requirement if the conditions set forth in (A), (B) and (C) are satisfied.

(A) All of the Gross Proceeds of the Issue (excluding amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue) are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

(1) at least 15% within 6 months;

(2) at least 60% within 12 months; and

(3) 100% within 18 months, subject to the Reasonable Retainage exception described below.

(B) The Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund for the Issue, to the extent such Fund is subject to rebate (see footnote 3), is timely paid to the United States. And,

(C) The Gross Proceeds of the Issue qualify for the initial 3-year Temporary Period.

If the only unspent Gross Proceeds at the end of the 18th month are Reasonable Retainage, the requirement that 100% of the Gross Proceeds be spent by the end of the 18th month is treated as met if the Reasonable Retainage, and all earnings thereon, are spent for the governmental purposes of the Issue within 30 months of the Issuance Date.

For purposes of determining whether the spend-down requirements have been met as of the end of each of the first two spending periods, the amount of Investment Proceeds that the Issuer reasonably expects as of the Issuance Date to earn on the Sale Proceeds and Investment Proceeds of the Issue during the 18-month period are included in Gross Proceeds of the Issue. The final spend-down requirement includes actual Investment Proceeds for the entire 18 months.

The 18-Month Spending Exception does not apply to the Issue (or the New Money Portion, as applicable) if any portion of the Issue (or New Money Portion) is treated as meeting the rebate requirement under the 2-Year Spending Exception discussed below. This rule prohibits use of the 18-Month Spending Exception for the Nonconstruction Portion of a Bifurcated Issue. The only Spending Exception available for the Nonconstruction Portion of a Bifurcated Issue is the 6-Month Spending Exception.

SECTION 2.04. 2-YEAR SPENDING EXCEPTION FOR CERTAIN CONSTRUCTION ISSUES.

(A) In general. A Construction Issue no bond of which is a Private Activity Bond (other than a Qualified 501(c)(3) Bond or a Bond that finances property to be owned by a Governmental Unit or a 501(c)(3) Organization) is treated as satisfying the rebate requirement if the Available Construction Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

(1) at least 10% within 6 months;

(2) at least 45% within 1 year;

(3) at least 75% within 18 months; and

(4) 100% within 2 years, subject to the Reasonable Retainage exception described below.

Amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund for the Issue are not treated as Gross Proceeds for purposes of the expenditure requirements. However, unless the Issuer has elected otherwise in the Tax Compliance Certificate, earnings on amounts in a reasonably required reserve or replacement fund for the Issue are treated as Available Construction Funds during the 2-year period and therefore must be allocated to expenditures for the governmental purposes of the Issue.

If the Issuer elected in the Tax Compliance Certificate to exclude from Available Construction Proceeds the Investment Proceeds or earnings on a reasonably required reserve or replacement fund for the Issue during the 2-year spend-down period, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings from the Issuance Date must be timely paid to the United States. If the election is not made, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings after the earlier of the date construction is substantially completed or 2 years after the Issuance Date must be timely paid to the United States. The Rebate Amount, if any, with respect to earnings on amounts in a Bona Fide Debt Service Fund must be timely paid to the extent such Fund is subject to the rebate requirements (see footnote 3).

The Issue does not fail to satisfy the spending requirement for the fourth spend-down period (i.e., 100% within 2 years of the Issuance Date) if the only unspent Available Construction Proceeds are amounts for Reasonable Retainage if such amounts (together with all earnings on such amounts) are allocated to expenditures within 3 years of the Issuance Date.

For purposes of determining whether the spend-down requirements have been met as of the end of each of the first 3 spend-down periods, Available Construction Proceeds include the amount of Investment Proceeds or earnings that the Issuer reasonably expected as of the Issuance Date to earn during the 2-year period. For purposes of satisfying the final spend-down requirement,

Available Construction Proceeds include actual Investment Proceeds or earnings from the Issuance Date through the end of the 2-year period.

Available Construction Proceeds do not include Gross Proceeds used to pay Issuance Costs financed by the Issue, but do include earnings on such Proceeds. Thus, an expenditure of Gross Proceeds to pay Issuance Costs does not count toward meeting the spend-down requirements, but expenditures of earnings on such Gross Proceeds to pay Issuance Costs do count.

(B) 1½% penalty in lieu of rebate for Construction Issues. If the Issuer elected in the Tax Compliance Certificate for a Construction Issue, or for the Construction Portion of a Bifurcated Issue, to pay a 1½% penalty in lieu of the Rebate Amount on Available Construction Proceeds in the event that the Construction Issue fails to satisfy any of the spend-down requirements, the 1½% penalty is calculated separately for each spend-down period, including each semi-annual period after the end of the fourth spend-down period until all Available Construction Proceeds have been spent. The penalty is equal to 0.015 times the underexpended Proceeds as of the end of the applicable spend-down period. The fact that no arbitrage is in fact earned during such spend-down period is not relevant. The Rebate Amount with respect to Gross Proceeds other than Available Construction Proceeds (e.g., amounts in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund, to the extent subject to rebate (see footnote 3)) must be timely paid.

PART III: COMPUTATION AND PAYMENT.

SECTION 3.01. COMPUTATION AND PAYMENT OF REBATE AMOUNT.

If none of the Spending Exceptions described above is satisfied (and if the 1-1/2% penalty election for a Construction Issue or the Construction Portion of a Bifurcated Issue has not been made), then within 45 days after each Computation Date, the Issuer shall compute, or cause to be computed, the Rebate Amount as of such Computation Date. The first Computation Date is a date selected by the Issuer, but shall be not later than 5 years after the Issuance Date. Each subsequent Computation Date shall end 5 years after the previous Computation Date except that, in a Variable Yield Issue, the Issuer may select annual Yield Periods. The final Computation Date shall be the date the last obligation of the Issue matures or is finally discharged.

Within 60 days after each Computation Date (except the final Computation Date), the Issuer shall pay to the United States not less than 90% of the Rebate Amount, if any, computed as of such Computation Date. Within 60 days after the final Computation Date, the Issuer shall pay to the United States 100% of the Rebate Amount, if any, computed as of the final Computation Date. In computing the Rebate Amount, a computation credit of $1,000 may be taken into account on the last day of each Bond Year to the Computation Date during which there are unspent Gross Proceeds that are subject to the rebate requirement, and on the final maturity date.

If the operative documents pertaining to the Issue establish a Rebate Fund and require the computation of the Rebate Amount at the end of each Bond Year, the Issuer shall calculate, or cause to be calculated, within 45 days after the end of each Bond Year the Rebate Amount, taking into account the computation credit of $1,000 for each Bond Year. Within 50 days after the end of

each Bond Year, if the Rebate Amount is positive, the Issuer shall deposit in the Rebate Fund such amount as will cause the amount on deposit therein to equal the Rebate Amount, and may withdraw any amount on deposit in the Rebate Fund in excess of the Rebate Amount. Payments of the Rebate Amount to the Internal Revenue Service on a Computation Date shall be made first from amounts on deposit in the Rebate Fund and second from other amounts specified in the operative documents.

Each payment of the Rebate Amount or portion thereof shall be payable to the Internal Revenue Service and shall be made to the Internal Revenue Service Center, Ogden, UT 84201 by certified mail. Each payment shall be accompanied by Internal Revenue Service Form 8038-T and any other form or forms required to be submitted with such remittance.

SECTION 3.02. BOOKS AND RECORDS.

(A) The Issuer or Trustee, as applicable, shall keep proper books of record and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the Gross Proceeds of the Issue. Such records shall specify the account or fund to which each Nonpurpose Investment (or portion thereof) held by the Issuer or Trustee is to be allocated and shall set forth as to each Nonpurpose Investment (1) its purchase price, (2) identifying information, including par amount, interest rate, and payments dates, (3) the amount received at maturity or its sales price, as the case may be, including accrued interest, (4) the amounts and dates of any payments made with respect thereto, and (5) the dates of acquisition and disposition or maturity.

The Issuer, Trustee, or Rebate Analyst, as applicable, shall retain the records of all calculations and payments of the Rebate Amount until six years after the retirement of the last obligation that is a part of the Issue.

SECTION 3.03. FAIR MARKET VALUE.

No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

The fair market value of any Nonpurpose Investment shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in an arms-length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding (i.e., the trade date rather than the settlement date). Except as otherwise provided in this Section, a Nonpurpose Investment that is not of a type traded on an established securities market (within the meaning of Section 1273 of the Code) is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(A) Obligations purchased directly from the Treasury. The fair market value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price.

(B) Safe harbor for Guaranteed Investment Contracts. The purchase price of a Guaranteed Investment Contract shall be treated as its fair market value on the purchase date if all the following conditions are met:

(1) The Issuer or broker makes a bona fide solicitation for a specified Guaranteed Investment Contract and receives at least three bona fide bids from reasonably competitive providers (of Guaranteed Investment Contracts) that have no material financial interest in the Issue.

(2) The Issuer purchases the highest-yielding Guaranteed Investment Contract for which a qualifying bid is made (determined net of broker's fees);

(3) The Yield on the Guaranteed Investment Contract (determined net of broker's fees) is not less than the Yield then available from the provider on reasonably comparable Guaranteed Investment Contracts, if any, offered to other persons from a source of funds other than Gross Proceeds of Tax-Exempt Obligations;

(4) The determination of the terms of the Guaranteed Investment Contract takes into account as a significant factor the Issuer's reasonably expected drawdown schedule for the amounts to be invested, exclusive of amounts deposited in a Bona Fide Debt Service Fund and a reasonably required reserve or replacement fund;

(5) The terms of the Guaranteed Investment Contract, including collateral security requirements, are reasonable; and

(6) The obligor on the Guaranteed Investment Contract certifies the administrative costs that it is paying (or expects to pay) to third parties in connection with the Guaranteed Investment Contract.

(C) Safe harbor for certificates of deposit. The purchase price of a certificate of deposit shall be treated as its fair market value on the purchase date if all of the following requirements are met:

(1) The certificate of deposit has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal; and

(2) The Yield on the certificate of deposit is not less than (a) the Yield on reasonably comparable direct obligations of the United States, or (b) the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Certificates evidencing the foregoing requirements should be obtained before purchasing any Guaranteed Investment Contract or certificate of deposit.

SECTION 3.04. CONSTRUCTIVE SALE/PURCHASE.

(A) Nonpurpose Investments that are held by the Issuer or Trustee as of any Computation Date (or Bond Year if the computations are required to be done annually) shall be treated for purposes of computing the Rebate Amount as of such date as having been sold for their fair market value as of such date. Investment Property which becomes allocated to Gross Proceeds of the Issue on a date after such Investment Property has actually been purchased shall be treated for purposes of the rebate requirements as having been purchased by the Issuer on such date of allocation at its fair market value on such date.

(B) For purposes of constructive or deemed sales or purchases of Investment Property (other than Investment Property in the Escrow Fund or that is otherwise not invested for a Temporary Period or is not part of a reasonably required reserve or replacement fund for the Issue) must be valued at its fair market value on the date of constructive or deemed sale or purchase

(C) Except as set forth in (B), fixed rate Investment Property that is (1) issued with not more than 2% of original issue discount or original issue premium, (2) issued with original issue premium that is attributable exclusively to reasonable underwriters' compensation or (3) acquired with not more than 2% of market discount or market premium, may be treated as having a fair market value equal to its outstanding stated principal amount, plus accrued interest. Fixed rate Investment Property also may be treated as having a fair market value equal to its present value.

SECTION 3.05. ADMINISTRATIVE COSTS.

(A) Administrative costs shall not be taken into account in determining the payments for or receipts from a Nonpurpose Investment unless such administrative costs are Qualified Administrative Costs. Thus, administrative costs or expenses paid, directly or indirectly, to purchase, carry, sell, or retire Nonpurpose Investments generally do not increase the Payments for, or reduce the Receipts from, Nonpurpose Investments.

(B) Qualified Administrative Costs are taken into account in determining the Payments and Receipts on Nonpurpose Investments and thus increase the Payments for, or decrease the Receipts from, Nonpurpose Investments. In the case of a Guaranteed Investment Contract, a broker's commission or similar fee paid on behalf of either the Issuer or the provider is an administrative cost that is not a Qualified Administrative Cost to the extent that the present value (computed using the taxable discount rate used by the parties to compute the commission or, if not readily ascertainable, a reasonable taxable discount rate) of the commission, as of the date the contract is purchased, exceeds the present value of annual payments equal to 0.05 percent of the weighted average amount reasonably expected to be invested each year during the term of such contract.

PART IV: COMPLIANCE AND AMENDMENT

SECTION 4.01. COMPLIANCE.

The Issuer, Trustee or Rebate Analyst, as applicable, shall take all necessary steps to comply with the requirements of these Instructions in order to ensure that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103(a) of the Code. However, compliance shall not be required in the event and to the extent stated therein the Issuer and the Trustee receive a Bond Counsel's Opinion that either (A) compliance with such requirement is not required to maintain the exclusion from gross income for federal income tax purposes of interest on the Issue, or (B) compliance with some other requirement in lieu of such requirement will comply with Section 148(f) of the Code, in which case compliance with the other requirement specified in the Bond Counsel's Opinion shall constitute compliance with such requirement.

SECTION 4.02. LIABILITY.

If for any reason any requirement of these Instructions is not complied with, the Issuer and the Trustee, if applicable, shall take all necessary and desirable steps to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence. The Trustee shall have no duty or responsibility to independently verify any of the Issuer's, or the Rebate Analyst's, calculations with respect to the payments of the Rebate Amount due and owing to the United States. Under no circumstances whatsoever shall the Trustee be liable to the Issuer, any bondholder or any other person for any inclusion of the interest on the Issue in gross income for federal income tax purposes, or any claims, demands, damages, liabilities, losses, costs or expenses resulting therefrom or in any way connected therewith, so long as the Trustee acts only in accordance with these Instructions and the operative documents pertaining to the Issue.

(End of Attachment A-1)

The 8038G will be prepared when $50,000 of loan funds have been disbursed

LOAN AGREEMENT STANDARD TERMS AND CONDITIONS

Water Infrastructure Finance Authority of Arizona

TABLE OF CONTENTS

Page

ARTICLE 1 COVENANTS OF THE LOCAL BORROWER RELATING TO THE SYSTEM AND THE PROJECT 1

Section 1.1 Operation and Maintenance of System 1

Section 1.2 Additions and Modifications 1

Section 1.3 Disposition of Project and System 1

Section 1.4 Cost of Project 1

ARTICLE 2 ADDITIONAL COVENANTS OF THE LOCAL BORROWER 2

Section 2.1 Unconditional Obligations 2

Section 2.2 Performance Under Loan Agreement 2

Section 2.3 Disclaimer of Warranties 2

Section 2.4 Loan Repayments; Prepayments; Adjustments; Late Charges 2

Section 2.5 Source of Repayment of Local Borrower's Obligations and Pledge 3

Section 2.6 Insurance 3

Section 2.7 No Liens 3

Section 2.8 Disadvantaged Business Enterprises 3

ARTICLE 3 REPRESENTATIONS OF LOCAL BORROWER 5

Section 3.1 Organization and Authority 5

Section 3.2 Full Disclosure 5

Section 3.3 Pending Litigation 5

Section 3.4 Compliance with Existing Laws and Agreements 6

Section 3.5 No Defaults 6

Section 3.6 Governmental Consent 6

Section 3.7 Compliance with Law 6

ARTICLE 4 ASSIGNMENT 7

Section 4.1 Assignment and Transfer by Authority 7

Section 4.2 Assignment by Local Borrower 7

ARTICLE 5 DEFAULTS AND REMEDIES 7

Section 5.1 Events of Default 7

Section 5.2 Notice of Default 8

Section 5.3 Remedies on Default 8

Section 5.4 Attorney's Fees and Other Expenses 8

Section 5.5 Application of Moneys 8

Section 5.6 No Remedy Exclusive; Waiver; Notice 8

Section 5.7 Retention of Authority's Rights 9

Section 5.8 Default by the Authority 9

TABLE OF CONTENTS
(continued)

Page

ARTICLE 6 PROVISIONS APPLICABLE TO LOANS FINANCED BY OR PLEDGED TO SECURE AUTHORITY BONDS 9
Section 6.1 General 9
Section 6.2 Tax Covenants 9
Section 6.3 Third Party Beneficiaries 10
Section 6.4 Additional Documents Relating to Authority Bonds 10
Section 6.5 Disclosure Regarding Authority Bonds 10
Section 6.6 Assignment and Transfer by Authority to Trustee 11
Section 6.7 Conditions to Assignment by Local Borrower 11
Section 6.8 Sale or Other Disposition of Project or System 12
Section 6.9 Deficiencies Under Bond Documents Caused by Failure to Make Loan Repayment 12
Section 6.10 Indemnification 12
Section 6.11 Compliance with Master Trust Indenture 12
Section 6.12 Provisions Relating to Default 12
Section 6.13 Tax Compliance Certificate 13
ARTICLE 7 MISCELLANEOUS 13
Section 7.1 Binding Effect 13
Section 7.2 Severability 13
Section 7.3 Amendments, Supplements and Modifications 13
Section 7.4 Execution in Counterparts 13
Section 7.5 Captions 13
Section 7.6 Further Assurances 13
Section 7.7 State of Arizona Contract Provisions 13
ARTICLE 8 DEFINITIONS 15
Section 8.1 Definitions 15
Section 8.2 Rules of Interpretation 18
ARTICLE 9 LIST OF FEDERAL LAWS AND AUTHORITIES 18

This document sets forth Standard Terms and Conditions applicable to the Loan made by the WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (the "*Authority*") to the Local Borrower. These Standard Terms and Conditions are a part of the Loan Agreement to which this document is attached. Certain terms used herein are defined in Article 8.

Article 1 Covenants of the Local Borrower Relating to the System and the Project.

Section 1.1 **Operation and Maintenance of System**. The Local Borrower covenants and agrees that it shall, in accordance with prudent utility practice, (a) at all times operate the properties of the System and any business in connection therewith in an efficient manner, (b) maintain the System in good repair, working order and operating condition, and (c) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the operations carried on in connection therewith shall be properly and advantageously conducted from revenues of the System or, if the Local Borrower so elects, from any other source of funds lawfully available.

Section 1.2 **Additions and Modifications**. The Local Borrower may make any additions, renewals, replacements, modifications or improvements to the System which it deems desirable and which do not materially reduce the operational integrity of any part of the System. All such renewals, replacements, additions, modifications and improvements shall become a part of the System.

Section 1.3 **Disposition of Project and System**.

(a) The Local Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System except upon compliance with the provisions of this Section; provided, however that the requirements of this Section shall not apply to transactions which are capital leases within the meaning of generally accepted accounting principles to finance expansion or improvement of the System and under which the Local Borrower maintains a purchaser's interest or other beneficial ownership, use, possession and control of the System so long as no default exists.

(b) The Local Borrower may sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System if the Local Borrower shall give at least ninety (90) days' prior written notice to the Authority of the proposed transaction, and the Authority gives its written consent which shall not be unreasonably withheld. The Local Borrower understands that the Authority, in determining whether or not to give its consent, must determine that the proposed transaction will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements or conditions of any grant received by the Authority or the State from the United States of America, which is related to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act, as amended, and the Federal Safe Drinking Water Act, as amended.

(c) Notwithstanding the provisions of subsection (b) above, the Local Borrower may sell, lease or otherwise dispose of, any of the property comprising part of the System without prior notice to or the consent of the Authority, other than the Project, in either of the following circumstances:

(i) If the Local Borrower determines that such property is not necessary, useful or profitable to the operation of the System; or

(ii) If the value of such property sold, leased or otherwise disposed of in any one year is equal to not more than 5% of the value of the fixed assets of the System.

Section 1.4 **Cost of Project**. The Local Borrower certifies that the estimated Eligible Project Costs as listed in Section 1 of Exhibit B is a reasonable and accurate estimation of the Eligible Project Costs and, upon the direction of the Authority the Local Borrower will supply the Authority with a certificate from its engineer stating that such estimated Eligible Project Costs is a reasonable and accurate estimation.

Article 2 Additional Covenants of the Local Borrower

Section 2.1 **Unconditional Obligations**. The obligation of the Local Borrower to make the Loan Repayments and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part described herein are payable solely from the Source of Repayment described in this Loan Agreement and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments hereunder remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or the System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement, or any rights of set-off, recoupment, abatement or counterclaim that the Local Borrower might otherwise have against the Authority or any other party or parties; provided, however, that payments under this Loan Agreement shall not constitute a waiver of any such rights. The Local Borrower shall not be obligated to make any payments required to be made by any other local borrowers under separate loan agreements or local borrower bonds. Notwithstanding any other provision of this Section 2.1, or this Loan Agreement, neither the Authority, nor any assignee of the Authority shall have the right or ability to compel the repayment of this Loan Agreement from any source other than the Source of Repayment.

Section 2.2 **Performance Under Loan Agreement**. The Local Borrower covenants and agrees (a) to maintain the System in good repair and operating condition; (b) to cooperate with the Authority to the extent it may lawfully do so, in the observance and performance of the respective duties, covenants, obligations and agreements of such Local Borrower and the Authority under this Loan Agreement; and (c) to comply with the covenants set forth in this Loan Agreement.

Section 2.3 **Disclaimer of Warranties**. The Local Borrower acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its respective agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the System or the Project; and (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the laws of the United States or of the State.

Section 2.4 **Loan Repayments; Prepayments; Providing for Payment of the Loan**.

(a) Loan Repayments.

(i) The Local Borrower shall pay to the Authority the amounts set forth in the Loan Repayment Schedule contained in Exhibit A on or before the due dates shown in Exhibit A.

(ii) Each payment made as a Loan Repayment as described in subsection (i) shall be applied first to the combined interest and fee payment then due and payable on the Loan and then to the principal amount of the Loan.

(iii) In addition to the other payments required by this Section, the Local Borrower shall pay a late charge for any payment that is received by the Authority later than the tenth day following its due date, in an amount equal to six percent per annum of the amount of the late payment from its due date to the date it is actually paid; provided, however, that the combined interest and fee rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law or any proceedings or resolution authorizing the execution of this Loan Agreement.

(iv) Upon the final disbursement, if the Loan amount is less than the estimated Eligible Project Costs, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service, and the Authority shall compute the adjusted combined interest and fee amounts to reflect the adjusted principal amounts and shall enter the results in a revised Loan Repayment Schedule delivered to the Local Borrower.

(b) Prepayments. The Loan is not subject to prepayment prior to the tenth anniversary of the final loan draw. The Local Borrower may prepay the Principal Repayment Amount of the Loan in whole or in part in advance of the due dates on or after the tenth anniversary of the final loan draw without penalty upon written notice delivered to the Authority at least 60 days prior to the prepayment date. If the Local Borrower prepays the Repayment Principal Amount in part, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service. Upon such adjustment, the Authority shall compute the adjusted combined interest and fees amounts to reflect the adjusted principal amounts and shall enter the results in the Loan Repayment Schedule with notice to the Local Borrower.

(c) Providing for Payment of the Loan. The Local Borrower may at any time provide for the payment and discharge of the Loan, as provided in this subsection. The Loan shall be deemed to have been paid and discharged if:

(i) the Local Borrower has delivered to the Authority proof satisfactory to the Authority that the Local Borrower has deposited with a financial institution acceptable to the Authority, in trust for and irrevocably committed to payments on the Loan, cash or non-callable direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) and obligations of any agency or instrumentality of the United States of America the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, which are of such maturities and interest payment dates, and bear such interest, as will be sufficient together with any moneys also deposited, without further investment or reinvestment of either the principal amount or the interest earnings (which earnings are to be held likewise in trust and so committed), to pay all the amounts due under the Loan, as set forth in the Loan Repayment Schedule contained in Exhibit A, as evidenced in a report of an independent firm of nationally recognized certified public accountants addressed to and delivered to the Authority; and

(ii) the Authority has received a bond counsel opinion (as described in Section 6.2(b) and (c) below) to the effect that the deposit of funds and the investment of such deposit, as described in the preceding paragraph, will not, by itself, adversely affect the exclusion from gross income of interest on the Loan or any Authority Bonds for federal income tax purposes.

Section 2.5 **Source of Repayment of Local Borrower's Obligations and Pledge**. The Local Borrower irrevocably pledges the Source of Repayment described in this Loan Agreement for the punctual payment of all amounts due under the Loan Agreement. The Authority and the Local Borrower agree that the amounts payable by the Local Borrower under this Loan Agreement are payable solely from the Source of Repayment described in this Loan Agreement and are not payable from any other source whatsoever, unless the Local Borrower chooses to pay, and pays, any amount due hereunder from any other source lawfully available to it.

Section 2.6 **Insurance**. The Local Borrower shall maintain or cause to be maintained in force, insurance policies with responsible insurers or self-insurance programs or through membership in a risk retention pool, including, but not limited to, the Arizona Municipal Risk Retention Pool (in accordance with the Local Borrower's customary practices) providing against risk of direct physical loss, damage or destruction of the Project and the System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining system facilities of the nature of the System, including liability coverage, all to the extent available at reasonable cost.

Section 2.7 **No Liens**. Except for:

(a) the debt service on any future bonds, notes or other evidence of indebtedness of the Local Borrower issued or contractual obligations incurred in accordance with this Loan Agreement payable from the funds pledged to the payment of this Loan Agreement which are on parity with the lien and charge on the funds so pledged to pay this Loan Agreement and

(b) as provided in Exhibit D of this Loan Agreement, the debt service on currently outstanding bonds, notes or evidences of indebtedness or contractual obligations of the Local Borrower, if any, payable from the Source of Repayment described in Exhibit D of this Loan Agreement which the Local Borrower has disclosed to the Authority in writing,

the funds so pledged as described in this Loan Agreement after the payment of all costs of operating and maintaining the System, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto which are prior to, or of equal rank with, the obligation of the Local Borrower to pay this Loan Agreement, and all corporate or other action on the part of the Local Borrower to that end has been and will be duly and validly taken.

Section 2.8 **Disadvantaged Business Enterprises**. As applicable, the Local Borrower shall comply with 40 C.F.R Part 33[1] including but not limited to:

Local Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in sections (a) through (e) above.

These conditions must be included in all procurement contracts entered into by the Local Borrower for all DWRF and CWRF projects:

(a) The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.

(b) The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.

(c) If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.

[1] See Article 9 for a full list of applicable federal laws and authorities relating to Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

(d) The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

(e) The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

(f) The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 – DBE Program Subcontractor Performance Form. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Local Borrower.

(g) The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package to the Local Borrower.

(h) A Local Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

> The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 3 Representations of Local Borrower

The Local Borrower represents for the benefit of the Authority that the representations contained in this Loan Agreement are true at the time of execution and delivery of this Loan Agreement and, other than with respect to events outside of Local Borrower's control, will be true in all material respects at all times during the term of this Loan Agreement.

Section 3.1 **Organization and Authority**.

(a) The Local Borrower is a Political Subdivision or Indian Tribe as defined in the Authority Act.

(b) The Local Borrower has full legal right and authority and has, or will obtain as and when required, all necessary licenses and permits required to acquire, own, operate and maintain the Project and the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, to pledge the Source of Repayment, and to carry out and consummate all transactions contemplated by this Loan Agreement. The Project is a project which the Local Borrower may undertake pursuant to State law and for which the Local Borrower is authorized by law to borrow money.

(c) The proceedings of the Local Borrower's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Local Borrower, and authorizing the Local Borrower to undertake and complete the Project have been duly and lawfully adopted in accordance with the laws of the State.

(d) This Loan Agreement has been duly authorized, executed and delivered by an Authorized Officer of the Local Borrower; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered this Loan Agreement, this Loan Agreement constitutes a legal and valid obligation of the Local Borrower enforceable in accordance with its terms, and the information contained under "Description of the Loan" in this Loan Agreement is true and accurate in all material respects.

Section 3.2 **Full Disclosure**.

(a) To the best of the Local Borrower's knowledge, there is no fact that the Local Borrower has not disclosed to the Authority in writing that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments due hereunder and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(b) The information relating to the Local Borrower (including without limitation the financial and statistical data contained therein) submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan was at the time of the Authority's approval of the Loan and at all times subsequent thereto up to and including the Loan Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any adverse respect. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority, and each of the Authority's agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorneys' fees incurred as a result of any omission or misstatement of material fact in the information submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan, as it may have been supplemented and amended by the Local Borrower.

Section 3.3 **Pending Litigation**. There are no proceedings pending, or to the knowledge of the Local Borrower, threatened, against or affecting the Local Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement that have not been disclosed in writing to the Authority in the Local Borrower's application for the Loan or otherwise.

Section 3.4 **Compliance with Existing Laws and Agreements**. The authorization, execution and delivery of this Loan Agreement by the Local Borrower, the observance and performance by the Local Borrower of its duties, covenants, obligations and agreements hereunder and the consummation of the transactions provided for in this Loan Agreement, the compliance by the Local Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Local Borrower pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of this Loan Agreement and any ordinance or resolution or indenture which authorized outstanding obligations of the Local Borrower which are on a parity with this Loan Agreement as to a lien on, or a source and security for, payment thereon from the source of payment that is pledged to the Loan Repayments) to which the Local Borrower is a party or by which the Local Borrower, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Local Borrower was established or any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the Local Borrower, the System or its properties or operations are subject.

Section 3.5 **No Defaults**. No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Local Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the ability of the Local Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.6 **Governmental Consent**. The Local Borrower has or will have obtained prior to the date of the Loan Closing all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental agency) for the making, observance and performance

by the Local Borrower of its duties, obligations and agreements under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof; and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer, other than those already obtained or reasonably expected to be obtained, is required on the part of the Local Borrower as a condition to the authorization, execution and delivery of this Loan Agreement, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

Section 3.7 **Compliance with Law**. The Local Borrower:

(a) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and the failure to comply with which would materially adversely affect the ability of the Local Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System; and

(b) has obtained, or will obtain as and when required, all licenses, permits, franchises or other governmental authorizations necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Local Borrower to undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System.

Article 4 Assignment

Section 4.1 **Assignment and Transfer by Authority**. The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 4.2 **Assignment by Local Borrower**. This Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (i) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (ii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; and (iii) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Article 5 Defaults and Remedies

Section 5.1 **Events of Default**. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "*Event of Default*":

(a) failure by the Local Borrower to pay, or cause to be paid, when due any Loan Repayment;

(b) failure by the Local Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Local Borrower for borrowed money (other than the Loan), after giving effect to the applicable grace period, the payments of which are secured by the Source of Repayment described in this Loan Agreement;

(c) failure by the Local Borrower to perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraphs (a) and (b) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Local Borrower by the Authority, unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Authority may not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Local Borrower and diligently pursued until the Event of Default is corrected;

(d) the institution of any proceeding, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from the Source of Repayment described in this Loan Agreement;

(e) a determination by the Authority that any material representation made by or on behalf of the Local Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement, is false or misleading in any material respect; and

(f) the filing of a petition by or against the Local Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Local Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Local Borrower becoming insolvent or bankrupt or making an assignment for the benefit of its creditors; or the appointment of a custodian (including, without limitation, a receiver, liquidator or trustee of the Local Borrower or any of its property including the System) by court order, or possession of the Local Borrower or its property or assets is taken if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.2 **Notice of Default**. The Local Borrower shall give the Authority prompt telephone notice of the occurrence of any Event of Default referred to in Section 5.1 paragraph (c) hereof, and of the occurrence of any other event or condition that constitutes an Event of Default, at such time as any senior administrative or financial officer of the Local Borrower becomes aware of the existence thereof. Any telephone notice pursuant to this Section shall be confirmed in writing by the end of the next Business Day.

Section 5.3 **Remedies on Default.**

(a) Whenever an Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the Authority shall have the right to take any action permitted or required pursuant to this Loan Agreement and to take whatever other action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due on their scheduled payment dates or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Local Borrower hereunder, including, without limitation, appointment of a receiver of the System.

(b) Nothing in this Loan Agreement shall be construed to affect the Attorney General taking action to enforce this Loan Agreement in accordance with the Authority Act.

Section 5.4 **Attorney's Fees and Other Expenses**. In the event of a default hereunder by the Local Borrower, the Local Borrower shall on demand and to the extent not prohibited by applicable law pay to the Authority the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the collection of Loan

Repayments or any other sum due hereunder or in the enforcement of performance or observance of any other duties, covenants, obligations or agreements of the Local Borrower to the extent permitted by law.

Section 5.5 **Application of Moneys**. The parties acknowledge that: (a) all amounts coming due hereunder as Loan Repayments shall be treated as principal and combined interest and fees with respect to the Loan which amounts are secured by a pledge of the Source of Repayment in accordance with Exhibit D of this Loan Agreement; and (b) amounts coming due under Section 5.4 hereof shall be secured by the Source of Repayment on a basis subordinate to the Loan Repayments, but on a parity with comparable expenses relating to such Outstanding Parity Obligations and Additional Parity Obligations.

However, any moneys collected by the Authority pursuant to Section 5.3 in the exercise of remedies with respect to amounts due or to become due hereunder shall be applied: (a) first, to pay any attorney's fees or other fees and expenses owed by the Local Borrower pursuant to Section 5.4 hereof, (b) second, to pay delinquent combined interest fees and late charges on the Loan; (c) third, to pay combined interest and fees then due and payable on the Loan; (d) fourth, to pay delinquent principal on the Loan in order of scheduled maturity; (e) fifth, to pay principal then due and payable on the Loan; and (f) sixth, to pay any other amounts due and payable pursuant to this Loan Agreement.

Section 5.6 **No Remedy Exclusive; Waiver; Notice**. No remedy conferred upon or reserved to the Authority hereunder is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it as described in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 5.7 **Retention of Authority's Rights**. Notwithstanding any assignment or transfer of this Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Local Borrower at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Local Borrower to the Authority.

Section 5.8 **Default by the Authority**. In the event of any default by the Authority in any duty, covenant, agreement or obligation described in this Agreement, the Local Borrower's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority described herein as may be necessary or appropriate. The Authority shall on demand pay to the Local Borrower the reasonable fees and expenses of attorneys and other reasonable expenses in the enforcement of such performance or observance.

Article 6 Provisions Applicable to Loans Financed by or Pledged to Secure Authority Bonds

Section 6.1 **General.** The Local Borrower acknowledges that the Authority is entering into this Loan Agreement and agreeing to make the Loan at this time for the benefit of the Local Borrower, and that the Authority may finance the Loan, along with other loans to other local borrowers, through the issuance of Authority Bonds and may pledge the Loan to secure Authority Bonds. If and for so long as the Authority's source of funds to make disbursements on, or to carry, the Loan represented by this Loan Agreement is, or becomes, the proceeds of Authority Bonds, or this Loan Agreement is assigned by the Authority as security for payment of amounts due or to become due on Authority Bonds, the Local Borrower agrees to cooperate with the Authority with respect to the issuance of Authority Bonds by furnishing and certifying information concerning the Local Borrower, the Project, the System and the Source of Repayment, and by agreeing to reasonable modifications and additions to this Loan Agreement necessary or convenient for the Authority Bond transaction. Without limiting the generality of the foregoing, the Local Borrower agrees that if the Authority at any time determines, in its discretion, that it is necessary in connection with the

issuance of Authority Bonds or the maintenance of the Authority's bond program, then the provisions set forth in this Article shall be in effect.

Section 6.2 **Tax Covenants**.

(a) General. The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its Authority Bonds from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be a Tax-Exempt Obligation that is not an AMT Obligation. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an AMT Obligation, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. To that end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

(b) Modification Based on Bond Counsel Opinion. Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Internal Revenue Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) Bond Counsel Opinion. For purposes of this Article, "bond counsel opinion" means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

Section 6.3 **Third Party Beneficiaries**. The Trustee, the owners from time to time of the Authority Bonds, any Credit Enhancer from time to time of the Authority Bonds and any underwriter of the Authority Bonds are each expressly acknowledged to be third party beneficiaries of this Loan Agreement and each representation, agreement, duty, obligation and provision of this Loan Agreement.

Section 6.4 **Additional Documents Relating to Authority Bonds**. The Local Borrower will furnish to the Authority and certify to such information and execute and deliver and cause to be executed and delivered such documents as the Authority, the underwriter or other parties to any Authority Bond transaction may reasonably require, including, without limitation:

(a) a certificate of an Authorized Officer of the Local Borrower to the effect that the information contained in the Final Official Statement (defined in Section 6.5, paragraph (a)) for the Authority Bonds concerning the Local Borrower is correct in all material respects and is an accurate summary of the information which it purports to summarize, and that nothing has come to the Authorized Officer's attention that would lead the Authorized Officer to believe that the information in the Final Official Statement relating to the Local Borrower contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(b) subject to the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 (the "*Disclosure Rule*"), a continuing disclosure undertaking of the Local Borrower meeting the requirements of the Disclosure Rule , and a statement of the Local Borrower as to whether it has failed to provide any information and

notices required by the provisions of previous continuing disclosure undertakings, if any, of the Local Borrower under the Disclosure Rule, and if it has not, describing the circumstances and status of such failure; and

(c) an appropriate certificate executed by Authorized Officer of the Local Borrower concerning the reasonable expectations of the Local Borrower as to the use of the proceeds of the Loan and such other matters as may be required on the part of the Local Borrower in order to ensure that the Authority Bonds are and will remain Tax-Exempt Obligations that are not AMT Obligations, and the Local Borrower covenants to comply with the provisions of such certificate; and

(d) such other certificates, documents and information, and supplemental opinions of Local Borrower's counsel, as the Authority, the underwriters of the Authority Bonds or other parties to the Authority Bonds transaction may reasonably require and as are necessary to confirm the continued truth and accuracy of information supplied by or on behalf of the Local Borrower.

Section 6.5 **Disclosure Regarding Authority Bonds**.

(a) The information, if any, relating to the Local Borrower (including without limitation the financial and statistical data contained therein) which has been furnished by the Local Borrower to be included in, and which is included in, a Preliminary Official Statement of the Authority (the "*Preliminary Official Statement*"), or a final Official Statement (the "*Final Official Statement*") of the Authority concerning any Authority Bonds, as of the respective dates of each such document and at all times subsequent thereto up to and including the Bond Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority and each other local borrower, if any, included in the Final Official Statement, and each of such parties' respective agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and attorneys fees incurred as a result of any omission or misstatement of a material fact in the Local Borrower's information in the Final Official Statement, as it may have been supplemented or amended by the Local Borrower.

(b) The Local Borrower agrees that from the date of the Final Official Statement and for a period until not later than 25 days after the date of the Bond Closing if and so long as the offering of the Authority Bonds continues (i) the Local Borrower will furnish such information with respect to itself as the Authority (for itself or at the request of the underwriters of the Authority Bonds) may from time to time reasonably request and (ii) if any event shall occur as a result of which it is necessary, in the opinion of Bond Counsel to the Authority, or counsel for the underwriters of the Authority Bonds, to amend or supplement the information in the Final Official Statement relating to the Local Borrower in order to make such information not misleading in light of the circumstances then existing, the Local Borrower will forthwith prepare, and furnish to the Authority and the underwriters such information relating to the Local Borrower as may be necessary to permit the preparation of an amendment of or supplement to the Final Official Statement (in form and substance satisfactory to the Bond Counsel to the Authority and counsel for the underwriters) which will amend or supplement the Final Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances then existing, not misleading.

(c) The Local Borrower agrees that if prior to the 25th day following the end of the underwriting period of the Authority Bonds, as defined for purposes of the Disclosure Rule, any event shall occur which causes the representations contained in Section 6.4, paragraph (a) to be false in any material respect, the Local Borrower shall promptly notify the Authority of such development, and if in the opinion of the Authority and the underwriters of the Authority Bonds such development requires the preparation of a supplement or an amendment to the Preliminary Official Statement or the Final Official Statement, the Local Borrower agrees to cooperate with the Authority and the underwriters for the Authority Bonds in preparing any such supplement or amendment in a form acceptable to such parties and to pay all reasonable expenses incurred by such parties in connection with the preparation thereof.

Section 6.6 **Assignment and Transfer by Authority to Trustee**.

(a) The Local Borrower expressly acknowledges that, other than the right of the Authority to be indemnified by the Local Borrower, all right, title and interest of the Authority in, to and under this Loan Agreement will be assigned to the Trustee as security for the Authority Bonds, as applicable, as provided in the Authority's Master Trust Indenture, and that if any Event of Default shall occur the Trustee, pursuant to the Authority's Master Trust Indenture, shall be entitled to act hereunder in the place and stead of the Authority. The Local Borrower hereby acknowledges the requirements of the Authority's Master Trust Indenture applicable to the Authority Bonds and consents to such assignment and appointment. The Authority shall retain the right to compel or otherwise enforce observance and performance by the Local Borrower of its duties, covenants, obligations and to be indemnified by the Local Borrower; provided, however, that in no event shall the Authority or the Trustee have the right to accelerate the payments under this Loan Agreement.

(b) The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with any refunding of the Authority Bonds or otherwise in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 6.7 **Conditions to Assignment by Local Borrower**. Notwithstanding Section 4.2, this Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (i) the Authority, the Trustee and the Credit Enhancer, if any, of the Authority Bonds shall have approved said assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Internal Revenue Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; (iv) the Authority and the Trustee shall have received an opinion of bond counsel to the effect that such assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code or make the Authority Bonds or the Loan AMT Obligations; and (v) the Authority and the Trustee shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of the Master Trust Indenture or any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Section 6.8 **Sale or Other Disposition of Project or System**. The Local Borrower agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System unless (i) the transferee assumes the Local Borrower's obligations under this Loan Agreement in accordance with Section 6.6, (ii) the Authority shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements under the Bond Documents, and will not adversely affect the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation or cause such Authority Bonds to be AMT Obligations, and (iii) the Credit Enhancer, if any, of the Authority Bonds shall have given its prior written consent to such disposition.

Section 6.9 **Deficiencies Under Bond Documents Caused by Failure to Make Loan Repayment**. The Local Borrower acknowledges that payment of the Authority Bonds by the Authority, including payment from moneys drawn by the Trustee from the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ established under the Bond Documents, does not constitute payment of the amounts due under this Loan Agreement. If at any time the amounts on deposit in the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ shall be less than the amounts required by the Bond Documents as the result of any transfer of moneys from the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ which in turn is the result of a failure by the Local Borrower to make any Loan Repayments required hereunder, the Local Borrower agrees to (i) replenish such moneys so transferred, and (ii) replenish any deficiency arising from losses incurred in making such transfer as the result of the

liquidation by the Authority of investment securities acquired as an investment of moneys in the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Accounts, by making payments to the Authority in equal monthly installments for the lesser of six (6) months or the remaining term of the Loan at a combined interest and fee rate to be determined by the Authority necessary to make up any loss caused by such deficiency, provided that the combined interest and fee rate payable on the Loan including such make-up combined interest and fees shall not exceed the maximum rate permitted by the Authorizing Proceedings which authorized this Loan Agreement.

Section 6.10 **Indemnification**. To the extent permitted by law, the Local Borrower shall indemnify, save and hold harmless the Authority against any and all claims, damages, liability and court awards including costs, expenses and attorney fees to the extent incurred as a result of any gross negligence or willful misconduct by the Local Borrower, or its employees, agents or subcontractors pursuant to the terms of this Loan Agreement.

Section 6.11 **Compliance with Master Trust Indenture**. The Local Borrower covenants and agrees to take such action as it may lawfully take and as the Authority shall reasonably request so as to enable the Authority to observe and comply with, all duties, covenants, obligations and agreements contained in the Master Trust Indenture insofar as such duties, covenants, obligations and agreements relate to the obligations of the Local Borrower under this Loan Agreement.

Section 6.12 **Provisions Relating to Default**.

(a) Any notice or information which the Local Borrower is to give to the Authority pursuant to the provisions of Article 5 shall also be given by the Local Borrower to the Trustee and to any Credit Enhancer at the same time.

(b) Notwithstanding the provisions of Section 5.3, paragraph (a) and Section 5.7, so long as a Credit Enhancer is not in default of its obligations with respect to its payment guarantee of the Authority Bonds and such guarantee is in effect, the Credit Enhancer shall have the right to direct the exercise of remedies provided for herein and the Trustee and the Authority shall not pursue any remedy except with the prior written consent of the Credit Enhancer.

(c) In the event of a default hereunder by the Local Borrower, the Local Borrower shall also pay the expenses of the Trustee and of any Credit Enhancer in the same manner as provided in Section 5.4 with respect to the expenses of the Authority.

Section 6.13 **Tax Compliance Certificate**. If the Authority Bonds are issued and sold on the basis that they are Tax-Exempt Obligations, an Authorized Officer of the Local Borrower shall deliver an appropriate certificate concerning the reasonable expectations of the Local Borrower as to the use of the proceeds of the Loan and such other matters as may be required on the part of the Local Borrower in order to ensure that the Authority Bonds are and will remain Tax-Exempt Obligations that are not AMT Obligations, and the Local Borrower covenants to comply with the provisions of such certificate.

Article 7 Miscellaneous

Section 7.1 **Binding Effect**. This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Local Borrower and their respective successors and assigns.

Section 7.2 **Severability**. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 7.3 **Amendments, Supplements and Modifications**. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Local Borrower.

Section 7.4 **Execution in Counterparts**. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.5 **Captions**. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 7.6 **Further Assurances**. The Local Borrower shall, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Loan Agreement.

Section 7.7 **State of Arizona Contract Provisions**.

(a) Books and Records. As required by the provisions of Arizona Revised Statutes Section 35-214, the Local Borrower agrees that all books, accounts, reports, files and other records relating to this Loan Agreement shall be retained and shall be subject at all reasonable times to inspection and audits by the Authority for five years after completion of this Loan Agreement, and that upon request by the Authority such records shall be produced at any of the Authority offices designated herein as the place at which notices to the Authority are to be given.

(b) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(c) Governing Law and Forum. This Loan Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Arizona, except as such laws may be preempted by any federal rules or regulations. The parties hereto expressly acknowledge and agree and all Local Borrowers by their acceptance thereof shall be deemed to have acknowledged and agreed that any judicial action to interpret or enforce the terms of this Loan Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona in and for Maricopa County or in the United States District Court in and for the District of Arizona.

(d) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(e) Notice of Arizona Revised Statutes Section 38-511 – Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this Loan Agreement under the law of the State of Arizona.

(f) Additional Warranties and Certifications from the Local Borrower. In compliance with Section 23-214(B) of the Arizona Revised Statutes, the Local Borrower warrants to the Authority that either (i) it is not an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) or (ii) it is registered with and is participating in the employment verification pilot program as jointly administered by the United States department of homeland security and the social security administration or any of its successor programs (the "E-Verify Program") and that the proof submitted to the Authority of that registration and participation is true and correct. The Local Borrower agrees that, until the Loan is fully paid, at all times during which it is an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) it will be registered with and will participate in the E-Verify Program. The breach by the Local Borrower of the foregoing shall be deemed a material breach by the Local Borrower of this Loan Agreement and may result in penalties up to and including the termination of this Loan Agreement. If the Authority determines that the Local Borrower is not so registered and participating when required, the Authority will notify the Local Borrower by certified mail of the determination of noncompliance and the Local Borrower's right to appeal the determination. On a final determination of noncompliance, the Local Borrower shall repay all monies received as an economic development incentive (within the meaning of Arizona Revised Statutes Section 23-214(B)) to the Authority within thirty days of the final determination.

Article 8 Definitions

Section 8.1 **Definitions**. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meaning:

"*AMT Obligation*" means a Tax-Exempt Obligation the interest on which is an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

"*Annual Loan Review Form*" means the loan compliance questionnaire circulated by the Authority to all borrowers as part of the Authority's annual loan portfolio review.

"*Authority*" means the Water Infrastructure Finance Authority of Arizona, a body corporate and politic of the State of Arizona duly created and validly existing under and by virtue of the Authority Act.

"*Authority Act*" means Title 49, Chapter 8 (Section 49-1201 et seq.) of the Arizona Revised Statutes ("A.R.S.").

"*Authority Bonds*" means any bonds of the Authority issued to finance the State's revolving fund established pursuant to the Water Pollution Control Act, as amended, and the Safe Drinking Water Act, as amended.

"*Authorized Officer*" means, (i) with respect to the Local Borrower, the person whose name is set forth in this Loan Agreement or such other person or persons authorized by the Local Borrower to act as an authorized officer of the Local Borrower to perform any act or execute any document relating to the Loan or this Loan Agreement whose name is furnished in writing to the Authority and the Trustee; and (ii) with respect to the Authority, the Chairman, Vice Chairman, Executive Director, or any other person or persons designated by the Board to act on behalf of the Authority with respect to this Loan Agreement; the designation of such person or persons shall be evidenced by a written certificate containing a specimen signature of such person or persons and signed on behalf of the Authority by its Chairman or Vice Chairman.

"*Bond Closing*" means the date of initial delivery of and payment for the Authority Bonds.

"*Bond Documents*" means and includes the Master Trust Indenture, any supplemental indenture and any comparable or related document pursuant to which the Authority Bonds are issued, and all further amendments and supplements thereto adopted in accordance with the provisions thereof.

"Bond Reserves" means reserves established by the Bond Documents for the Authority Bonds to secure timely payment of amounts due on the Authority Bonds even if one or more local borrowers do not make timely payments on their loans.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday or a day on which banking institutions, in the city in which the designated office of the Authority (being Phoenix, Arizona) is located, are closed.

"*Capital Grant Facility*" means the contractual arrangement established with the Authority by the United States of America Environmental Protection Agency to make capitalization grant payments pursuant to Title VI of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 125 et seq.) and the Federal Safe Drinking Water Act, as amended (particularly 42 U.S.C. § 300j-12 et seq.).

"*Clean Water Act*" means the Federal Water Pollution Control Act amendments of 1972 (P.L. 92-500; 86 Stat. 816), as amended by the Water Quality Act of 1987 (P.L. 100-4; 101 Stat. 7) and the Water Resources Reform and Development Act of 2014 (P.L. 113-21, 128 Stat. 1193).

"*Clean Water Revolving Fund*" means the fund established by A.R.S. § 49-1221.

"*Code*" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any

official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Combined Interest and Fee Rate*" means periodic interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

"*Construction Period"* means the period from the date of the Loan Closing until the date of the final disbursement of proceeds of the Loan pursuant to this Loan Agreement, but in no event later than the third anniversary of the Loan Closing.

"*Cost*" means those costs that are eligible to be funded from draws under the Capital Grant Facility and are reasonable, necessary and allocable to the Project and are permitted by generally accepted government auditing standards to be costs of the Project.

"*Credit Enhancer*" means the entity so designated in the Bond Documents, if any, or any successor thereto, that from time to time has issued and outstanding a municipal bond insurance policy or similar payment guarantee relating to the Authority Bonds.

"*CWRF Financial Assistance Account*" means the account so designated in the Master Trust Indenture to which loans funded by the Clean Water Revolving Fund shall be credited.

"*Debt Management Fee*" means the fee component of the combined interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

"*Department*" means the Department of Environmental Quality of the State of Arizona.

"*Drinking Water Facility*" has the meaning given that term in the Authority Act, currently: a community water system or a non-profit noncommunity water system as defined in the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660l; P.L. 95-190; 91 Stat. 1393; P.L. 104-182; 110 Stat. 1613) that is located in the State. The term does not include water systems owned by federal agencies.

"*Drinking Water Revolving Fund*" means the fund established by A.R.S. § 49-1241.

"*DWRF Financial Assistance Account*" means the account so designated in the Master Trust Indenture to which loans funded by the Drinking Water Revolving Fund shall be credited.

"*Eligible Project Costs*" means, whether incurred before or after the date of this Loan Agreement, such portion of the Costs as is disbursed by the Authority for the benefit of the Local Borrower. The Local Borrower and the Authority acknowledge that the actual Eligible Project Costs for the Project have not been determined as of the effective date of this Loan Agreement. The final Eligible Project Costs shall be established after all disbursements have been made.

"*Event of Default*" means any occurrence or event specified in Section 5.1 hereof.

"*Indian Tribe*" has the meaning given that term by the Authority Act, currently: any Indian tribe, band, group or community that is recognized by the United States Secretary of the Interior and that exercises governmental authority within the limits of any Indian reservation under the Jurisdiction of the United States government notwithstanding the issuance of any patent and including rights-of-way running through the reservation.

"*Loan*" means (a) during the Construction Period, the commitment to lend to the Local Borrower the Estimated Eligible Project Costs set forth in this Loan Agreement (as it may be amended or revised from time to time), and (b) thereafter, the amount of money equal to the Eligible Project Costs which is actually loaned to the Local Borrower pursuant to this Loan Agreement.

"*Loan Agreement*" or "*Agreement*" means this Loan Agreement, including the Exhibits and these Standard Terms and Conditions attached to this Loan Agreement, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"*Loan Closing*" means the date of execution and delivery of this Loan Agreement.

"*Loan Repayment Date*" means the payment dates commencing and ending on the dates set forth in this Loan Agreement.

"*Loan Repayments*" means the payments payable by the Local Borrower pursuant to this Loan Agreement.

"*Local Borrower*" means the Political Subdivision or Indian Tribe that is a party to and is described in the first paragraph of this Loan Agreement.

"*Master Trust Indenture*" means and includes the Master Trust Indenture dated as of August 1, 1999, as supplemented, and any comparable or related document, pursuant to which the Authority issues Authority Bonds.

"*Political Subdivision*" has the meaning given that term by the Authority Act, currently: a county, city, town or special taxing district authorized by law to construct wastewater treatment facilities.

"*Project*" is the project described in Section 2.1 of the Loan Agreement, all or a portion of the Cost of which is financed from the proceeds of the Loan.

"*Repayment Period*" means the period over which the principal amount of the Loan will be repaid which period begins and ends on the dates set forth in this Loan Agreement.

"*Repayment Principal Amount*" means the amount the Authority agrees to loan to the Local Borrower pursuant to this Loan Agreement or such lesser amount of actual Eligible Project Costs as represents the aggregate amount of the Loan actually made pursuant to this Loan Agreement.

"Reserve Fund Surety" means a surety bond, insurance policy, letter of credit or similar arrangement representing the irrevocable obligation of the issuer thereof to pay to or at the direction of the Local Borrower an amount up to the Reserve Requirement as set forth in Exhibit A.

"*Safe Drinking Water Act*" means the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660; P.L. 96-190; 91 Stat . 1393; P.L. 104-182; 110 Stat. 1613), as amended in 1996.

"*Source of Repayment*" means the "source of repayment" set forth in this Loan Agreement as defined in Exhibit D.

"*State*" means the State of Arizona.

"*System*" means the "System" as defined in Section 2.2 of the Loan Agreement.

"*Tax-Exempt Obligation*" means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150 of the Code, and includes any obligation or any investment treated as a "tax-exempt bond" for the applicable purpose of Section 148 of the Code

"*Trustee*" means the Trustee appointed by the Authority pursuant to the Bond Documents and its successor or successors and any other corporation which may at any time be substituted in its place as Trustee pursuant to the Bond Documents.

Terms not otherwise defined herein shall have the meanings ascribed to them in Exhibit D to the Loan Agreement.

Section 8.2 **Rules of Interpretation**. For all purposes of this Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of one gender include the corresponding words of other genders; words of neuter include both genders; and words in the singular include words in the plural and vice versa.

(b) Words indicating persons, parties, or entities (and the like) include firms, associations, partnerships (including limited partnerships), limited liability companies (and the like), corporations, trusts and other legal entities, including public and governmental bodies, as well as natural persons.

(c) References to a statute refer to the statute, as amended, and any successor statute, and to all regulations promulgated under or implementing the statute or successor statute, as in effect at the relevant time.

(d) References to a governmental or quasi-governmental entity or representatives thereof also refer to an entity that succeeds to the functions of the governmental or quasi-governmental entity and representatives thereof.

(e) Headings preceding sections of text and any table of contents are solely for convenience of reference and are not part of this Loan Agreement and are not to affect its meaning, interpretation or effect.

(f) Actions permitted under this Loan Agreement may be taken at any time and from time to time in the actor's sole discretion.

(g) The word "including" means "including, but not limited to" and the word "include" means "include, among others."

(h) The terms "hereby," "hereof," "herein," and "hereunder" (and the like) refer to this Loan Agreement.

(i) Indications of time of day mean local time in Phoenix, Arizona.

(j) This Loan Agreement shall be governed by and construed in accordance with the applicable law of the State of Arizona, except for its conflict of law rules and except as preempted by federal.

Article 9 List of Federal Laws and Authorities

By Section 5.4 and Section 5.5 of Exhibit B to the Loan Agreement, the Local Borrower agrees that the Project will comply with applicable provisions of the following federal laws and authorities:

Environmental:

1. Archaeological and Historical Preservation Act of 1974, Pub. L. 93-291; 16 U.S.C. § 469a-1.

2. Clean Air Act, Pub. L. 95-95, as amended; 42 U.S.C. § 7401 et. seq.

3. Clean Water Act, Titles II, IV, and V, Pub. L. 92-500, as amended.

4. Coastal Barrier Resources Act, Pub. L. 97-348; 16 U.S.C. § 3501 et. seq.

5. Coastal Zone Management Act, Pub. L. 92-583, as amended; 16 U.S.C. § 1451 et. seq.

6. Endangered Species Act, Pub. L. 93-205, as amended; 16 U.S.C. § 1531 et seq.

7. Environmental Justice, Executive Order 12898.

8. Farmland Protection Policy Act, Pub. L. 97-98; 7 U.S.C. § 4201 et seq.

9. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

10. Floodplain Management, Executive Order 11988, as amended by Executive Order 12148.

11. Magnunson-Stevens Fishery Conservation and Management Act, Pub L. 94-265, as amended; 16 U.S.C. § 1801 et. seq.

12. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended; 16 U.S.C. § 470 et. seq.

13. Protection and Enhancement of the Cultural Environment, Executive Order 11593.

14. Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608; Pub. L. 99-645, as codified at 16 U.S.C. § 3901 et. seq.

15. Safe Drinking Water Act, Section 1424(e), Pub. L. 92-523, as amended; 42 U.S.C. § 300f et. seq.

16. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended; 16 U.S.C. § 1271 et. seq.

17. Migratory Bird Treaty Act of 1918, 16 U.S.C. § 703 et. seq.

Social Legislation:

1. Age Discrimination Act, Pub. L. 94-135; 42 U.S.C. § 6102.

2. Civil Rights Act of 1964, Pub. L. 88-352, Title VI; 42 U.S.C. § 2000d.

3. Equal Employment Opportunity, Executive Order 11246, as amended.

4. Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

    a. Promoting the use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138 and 12432.

    b. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

    c. Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993, Pub. L. 102-389; 42 U.S.C. § 4370d.

    d. Title X Clean Air Act, Pub. L. 101-549; 42 U.S.C. § 7601 note.

5. Rehabilitation Act of 1973, Pub. L. 93-112; 29 U.S.C. § 794 (including Executive Order 11914 and 11250).

6. Section 13 of the Federal Water Pollution Control Act, Pub. L. 92-500; 33 U.S.C. § 1251.

7. The Drug Free Workplace Act Of 1988, Pub. L. 100-690.

Economic and Miscellaneous Authority:

1. Anti-Lobbying Provision (40 CFR Part 34) and New Restrictions on Lobbying, Section 319 of Pub. L. 101-121.

2. Debarment and Suspension, Executive Order 12549.

3. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended; 42 U.S.C. § 3331 et. seq.

4. Preservation of Open Competition and Government Neutrality, Executive Order 13502.

5. Prohibitions relating to violators of the Clean Air Act, Section 306 of the Clean Air Act, 42 U.S.C. § 7505; Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

6. Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended; 42 U.S.C. §§ 4601-4655.

*****

SURPRISE
ARIZONA

SPA1 Capacity Enhancements
&
Water Infrastructure Financing Authority

Water Resource Management & Finance

Timeline

City Council Meeting Considering WIFA Application Submittal
January 17, 2023
Project Finance Application Due to WIFA for April Board Meeting
February 17, 2023
WIFA Advisory Board Meeting
April 13, 2023
WIFA Board Meeting
April 20, 2023
City Council Action Considering WIFA Authorization
May 16, 2023
Construction Begins
July 2023
End of Construction
June 2025

RECHARGE BASIN EARTHWORK
NEW BLOWER BUILDING
CHEMICAL BUILDING ENHANCEMENTS
HEADWORKS IMPROVEMENTS
RECLAIMED PUMP STATION REMEDIATION
PRIMARY TREATMENT TECHNOLOGY CONVERSION
Google Earth

Financing Terms

Anticipated Terms:	Final Terms:
$35 Million	$34.98 Million
4.5% Interest Rate	(Today #)
$2.62 Million Debt Service Payment	$2.62 Million Debt Service Payment
20 Year Term	20 Year Term
Possible Principal Forgiveness	$1 Million Forgiven
Contractor 30% Estimate $35M	Contractor 90% GMP,

No Increase to Existing Sewer Rates to Accommodate Debt Service Payment

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

SPA1 Overview

Project Alternatives

Plant 6

- New 3.5 MGD Plant
  $80 Million ($22.86/gal)

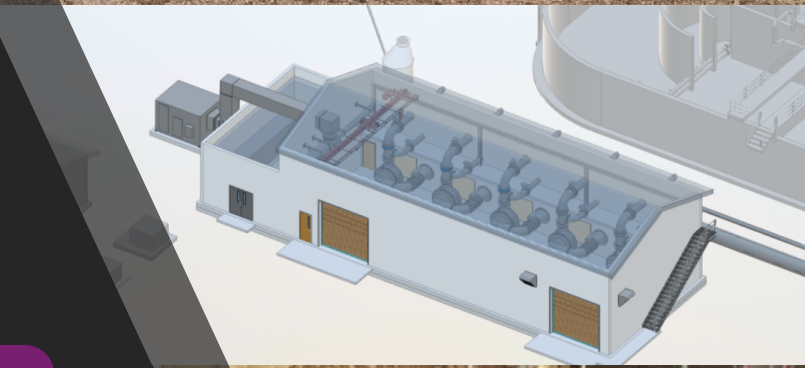
Plant 1&2

- More plants to operate/ more staff needed
- Old technology/Not efficient
- Plant 1 = 28 years old
- Plant 2 = 24 years old
- Rehab cost
- $40 Million ($11.43/gal)

Project Alternatives Evaluated

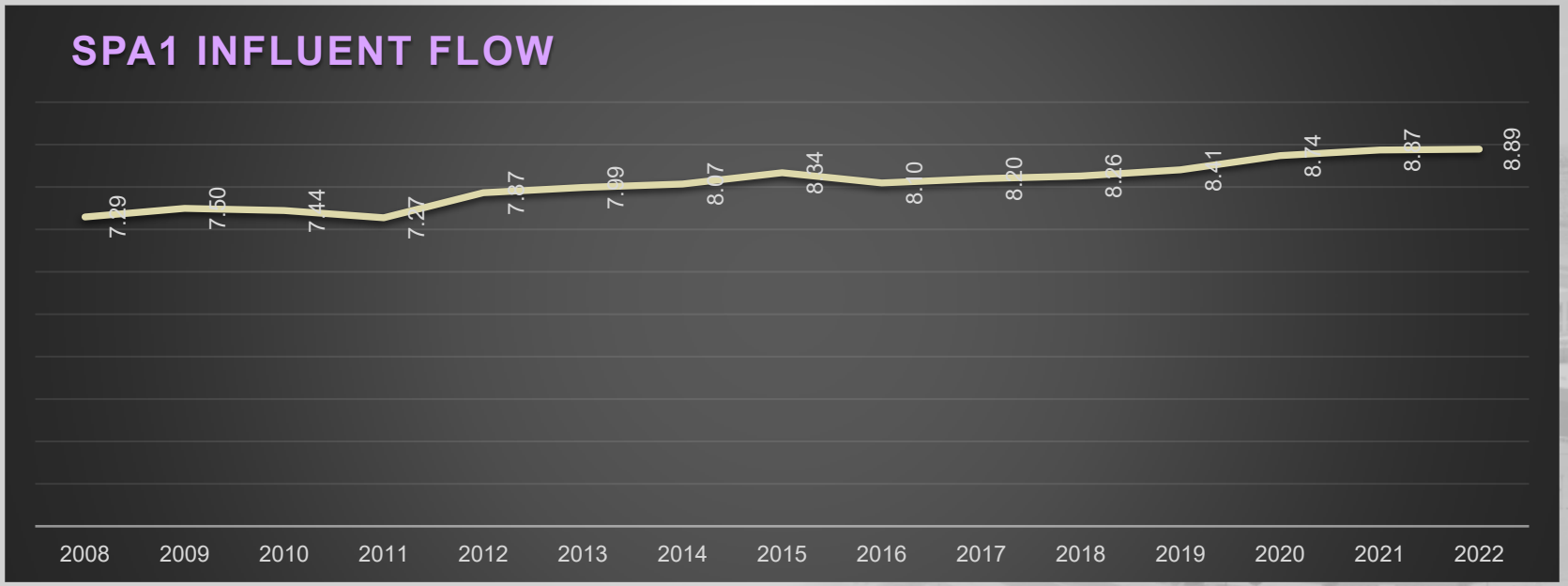
Plant 4&5

- Less equipment to maintain
- New technology/Better control of treatment process
- 14 years old
- Upgrade Cost
- $35 Million ($10/gal)



Absorption of Capacity

- 25 years of capacity at 250,000 gallons per year
- 15.7 MGD at SPA 1 Buildout (2022 Integrated Water Master Plan)



Item Overview

- Consideration of a WIFA application resolution
- P71490 SPA1 Project Overview

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023

Contact Person: Kendra Pettis, DIR - SPORTS/TOURISM

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Facilities Use Agreement and utilizing $50,000 annually in reimbursements for the next 5 years, a maximum of $250,000 total, from the Tourism Fund to continue the City's partnership with Perfect Game through a 5-year facility use agreement; Resolution #2023-66.

Motion:

I move to approve Resolution #2023-66.

Background:

In 2018, the City Council approved a Tourism Strategic Plan with a focus area of hosting sporting events that attract visitors from outside the city limits to enhance the economic vitality of the community.

In 2019, the Sports and Tourism department started working on expanding the summer baseball tournaments to include larger, regional and national tournaments that would attract more visitors to Surprise during the traditionally slower tourism season. Through this initiative, Sports and Tourism started building a partnership with Perfect Game. Perfect Game was founded in 1995 and has grown to become the world's largest elite youth baseball platform and scouting service. Perfect Game hosts 10+ events in Surprise every year and drew over 66,000 in attendance in 2022. These visitors come from all over the nation and create a positive economic impact in Surprise through increased hotel nights and tourism-driven sales tax revenue.

Objective Analysis:

The objective of continuing a partnership with Perfect Game is to be able to host regional and national tournaments in Surprise which attract visitors and generate additional revenue for the City. In addition, the partnership enhances the City's brand as a sports tourism destination.

Policy Compliant:

This item is compliant with City policies.

Financial Impact:

This action will allow for the expenditure of up to $50,000 from the Tourism Fund annually, which will be paid on a reimbursement basis, for tourism activity associated with this program for up to five years, through June 30, 2028.

Budget Impact:

Due to the City's current partnership with Perfect Game, $50,000 is included in the FY2023 budget. This action does not require a budget amendment. The expense will be requested through the formal budget adoption process for FY2024-FY2028.

FTE Impact:

There would be no FTE impact associated with this item.

ATTACHMENTS:

1. Perfect Game Council Presentation 05_16_23
2. Perfect Game Facility Use Agreement 2023-2028
3. 05.08.23 Revised Resolution.final

SURPRISE
ARIZONA

PERFECT GAME BASEBALL EVENTS

TOURISM FUND REQUEST

City Council Meeting
May 16, 2023

PERFECT GAME

CAPABILITIES & OVERVIEW | APRIL 2023

PERFECT GAME

Founded in 1995, Perfect Game has grown to become the world's elite youth baseball and softball platform and scouting service.

1,846+	300K+	13,889+
MLB PLAYERS	COLLEGE COMMITS	PLAYERS DRAFTED

PERFECT GAME

OUR FOCUS
We believe Diamond Sports are a beacon of American culture, both domestically and abroad.

A POWERFUL ECOSYSTEM
We deliver the most authentic, competitive, and career-defining experiences aimed to benefit players, families, scouts, colleges, and professional organizations alike.

DATA DRIVEN TECHNOLOGY
We provide data-driven platforms that embolden and challenge athletes to reach their full playing potential.

ASPIRATIONAL & MERIT BASED VALUES
We realize dreams and inspire athletes at every skill level to pursue their goals in the highest performance environments possible - from on the field to the gear they wear.

DATA DRIVEN TECHNOLOGY
We provide data-driven platforms that embolden and challenge athletes to reach their full playing potential.

By The Numbers

1.2M+

Annual Participants

141K+

Perfect Game games per year

9,324

Events hosted annually in 40 States

6.2M+

Annual Attendees

Source: Perfect Game turnstile tracker

A Powerful Marketing Platform

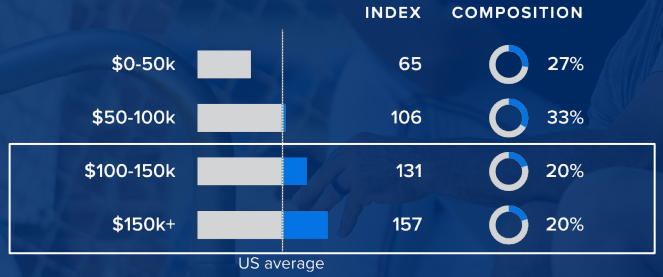
Reach 1M+ college bound athletes, 2M+ decision making parents, and 170M(1) baseball & softball fans at scale.

Source: (1) Major League Baseball / SSRS/Luker's Trends Sports Poll

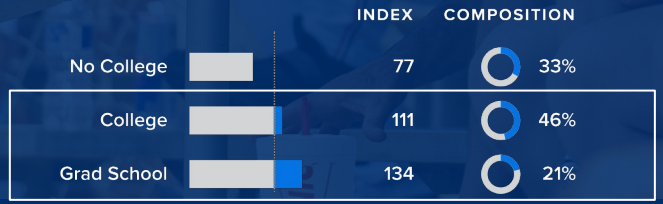
PERFECT GAME REACHES COVETED DEMOGRAPHIC AUDIENCES

Gender

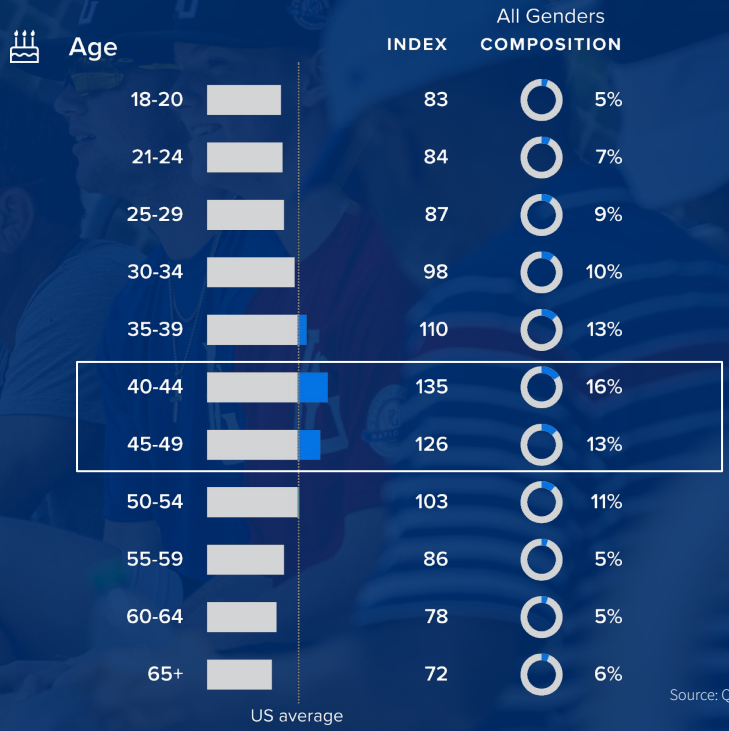
Household Income



Education



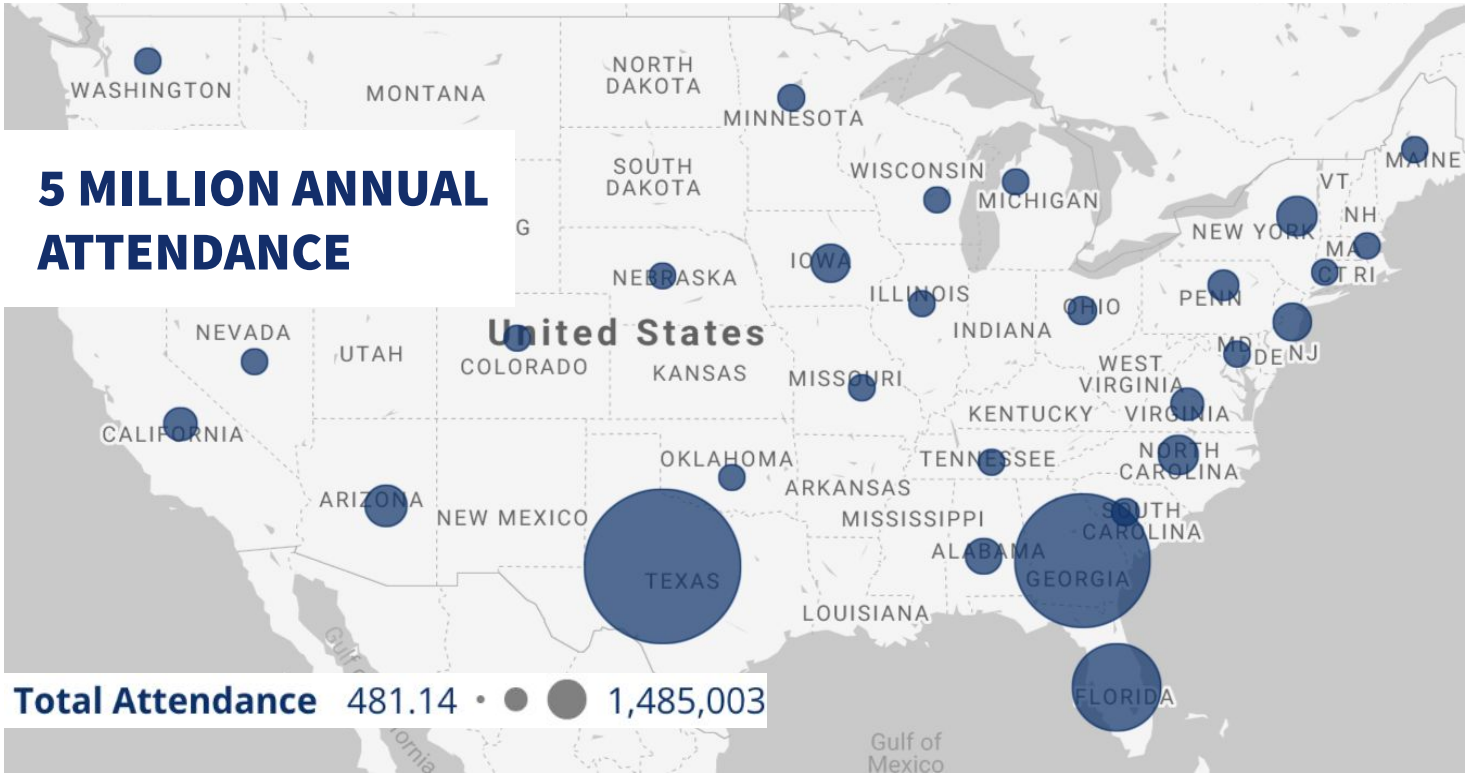
Age



Source: Quantcast Metrics | perfectgame.org

Perfect Game fans are well educated & high-income earners.

NATIONAL, REGIONAL AND LOCAL AUDIENCES



PERFECT GAME 2023 MAJOR EVENTS

2023 OPENING DAY
APRIL | EAST COBB COMPLEX | MARIETTA, GA

2023 JR. NATIONAL SHOWCASE
JUN 10 - 14 | EAST COBB COMPLEX | MARIETTA, GA

2023 JR. NATIONAL SHOWCASE
JUN 10 - 14 | EAST COBB COMPLEX | MARIETTA, GA

2023 ALL-STATE GAMES
JUN 10 - 14 | EAST COBB COMPLEX | MARIETTA, GA

2023 SUPER REGIONAL
MARCH - MAY | VARIOUS CITIES & BALLPARKS

DICK'S SPORTING GOODS PG ALL AMERICAN CLASSIC
AUG. 20, 2023 | CHASE FIELD | PHOENIX, AZ

2023 BCS NATIONAL CHAMPIONSHIP
JUN 24 - JULY 27 | JETBLUE PARK | FORT MYERS, FL

2023 PG NATIONAL WORLD SERIES
JUNE - JULY | GA, FL, CA, AL, AZ

2023 WWBA WORLD CHAMPIONSHIP
OCTOBER 2023 | ROGER DEAN STADIUM | JUPITER, FL

2023 PG SUPER 25
APRIL - JULY | VARIOUS CITIES AND BALLPARKS

2023 WWBA NATIONAL CHAMPIONSHIPS
JUNE 24 - JULY 23 | EAST COBB, WEST PALM BEACH, OTHER

OTHER MAJOR ANNUAL EVENTS

ATTENDANCE
386,590

ATTENDANCE
59,580

ATTENDANCE
160,760

ATTENDANCE
34,465

ATTENDANCE
31,680

ATTENDANCE
348,370

ATTENDANCE
406,115

ATTENDANCE
100,690

REACH CONSUMERS THROUGH PG's EXTENSIVE SOCIAL MEDIA & DATABASE

Active Email Database
759k+ Subscribers

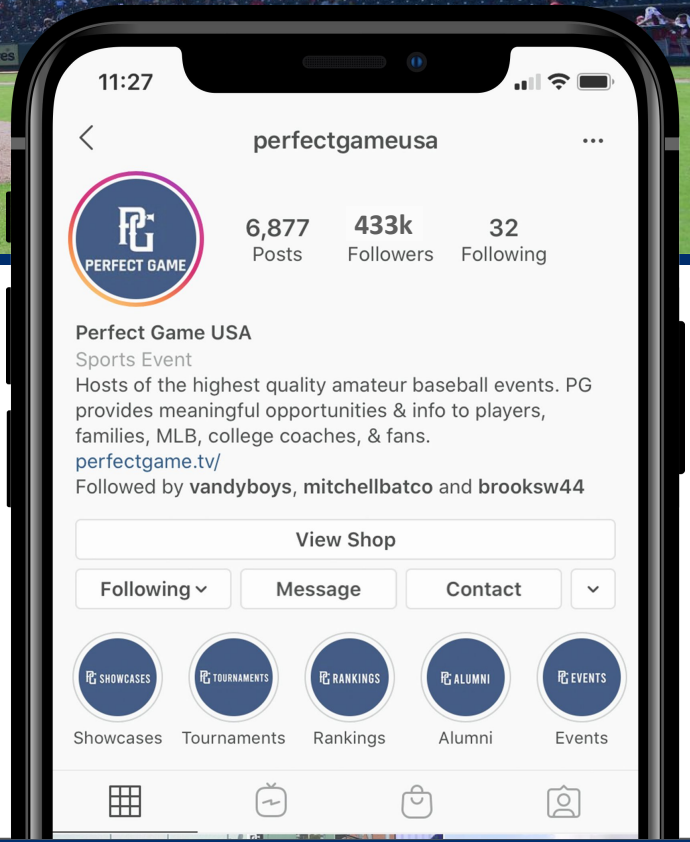
Instagram
561K Followers

Twitter
625K Followers

Facebook
124K Likes

YouTube
72K Subscribers

TikTok
235K Followers



COMPREHENSIVE BRAND EXPOSURE ACROSS ALL MEDIA PLATFORMS

TELEVISION(1)

75MM HH reach across 30+ networks - PG Weekly Syndicated Show

61 MM HH reach on CBS Network

91 MM HH reach on MLB Network

DIGITAL MEDIA(2)

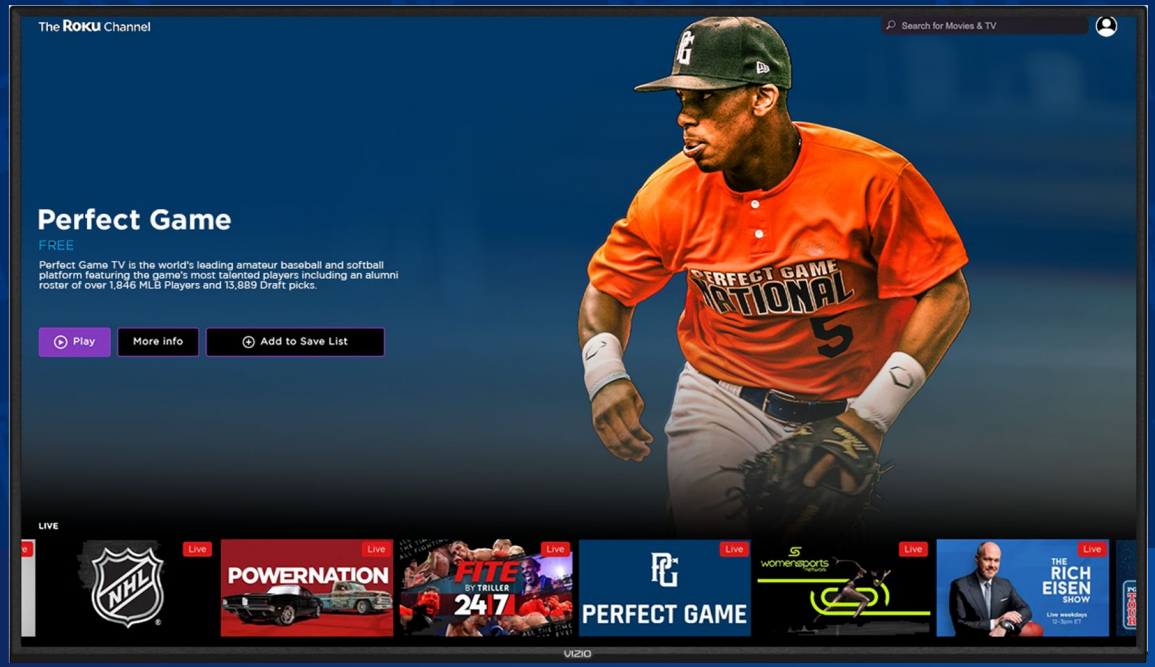
48 million annual visitors to PerfectGame.org

340 million annual pageviews

27 million online viewers of PG.TV

Sources: (1) various network specific releases; (2) Google Analytics | perfectgame.org

PERFECT GAME.TV



24/7 programming

100+ live games

500+ hrs of original programming

FAST channel launched in 2022. Launch partners include Roku, Vizo, Fubo, LocalNow, Sports.TV + SportsTribal

Television Reach of over 75MM HH both Nationally & Regionally

Nationally syndicated weekly TV show hosted by Daron Sutton. PG Weekly covers everything happening in baseball including scout interviews, player features and more.

Frequency: Monthly total of 12 episodes
Broadcast Time Frame: 1/1/22 - 12/31/2022

PG WEEKLY

Average of 3 re-airs per network, per weekly show

NESN · AT&T SPORTSNET · NBC Sports CHICAGO · masn · SPECTRUM SPORTS · ELEVEN SPORTS · CST · 32 WCSN COLUMBUS•OHIO · Comcast SPORTSNET · ROOT SPORTS · ACTION THE ACTION CHANNEL · AT&T SPORTSNET SOUTHWEST · SNX Sports & Weather Right Now · RSN ROC Sports NETWORK · Bally SPORTS

Est. Weekly Viewing Audience of 255k(1)

- Ownable branded in-broadcast features
- :30 or :60 TV spots
- 4-6 verbal mentions per show
- Pre-roll ads across pg.tv, pg.org OTT
- Naming rights on call-in interviews
- Logo placements during various segments

Assumes .01 average rating x avg. 3 re-airs per week, per network

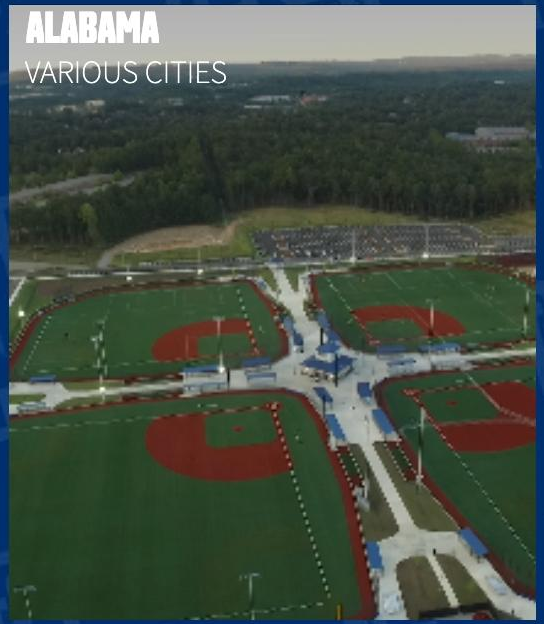
PG WEEKLY

The only television show dedicated to covering amatuer baseball.

Click above to watch and learn more about PG Weekly

States & Regional Complexes

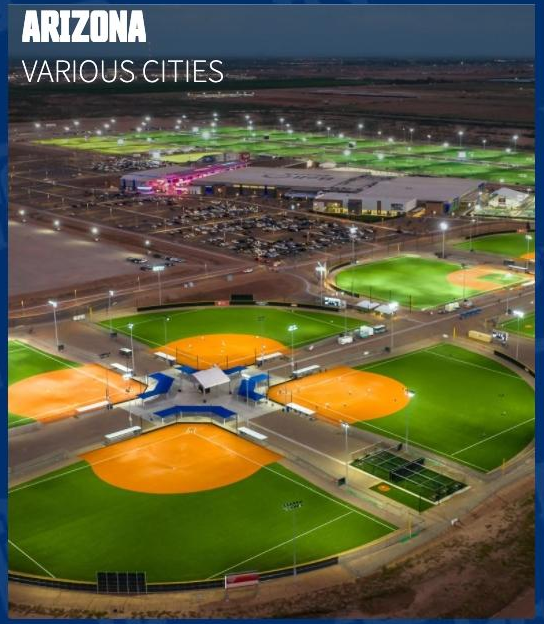
ALABAMA, ARIZONA & FLORIDA



EVENTS: 664

PARTICIPANTS: 65,733

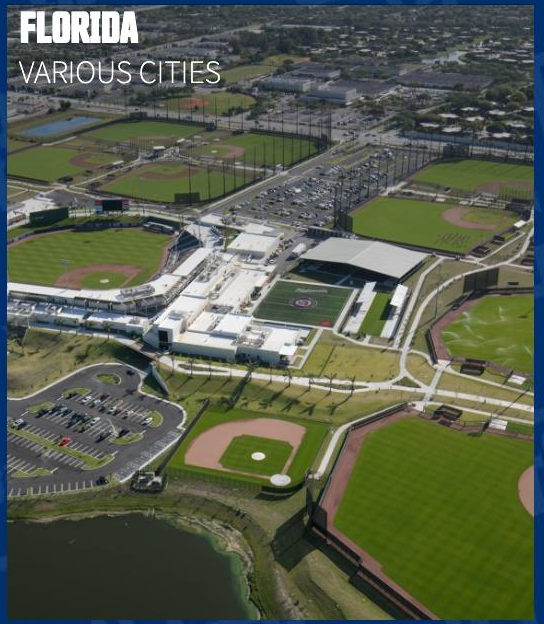
ATTENDANCE: 328,665



EVENTS: 86

PARTICIPANTS: 16,940

ATTENDANCE: 84,700



EVENTS: 600

PARTICIPANTS: 124,380

ATTENDANCE: 621,900

OUR PARTNERS

PERFECT GAME

Event Partnership Alignment

COUNCIL STRATEGIC PLAN

- **Strategy 2.8**
  - Leverage new opportunities to attract visitors with enhanced event and entertainment opportunities

TOURISM STRATEGIC PLAN

- **Focus Area 1: Events and Entertainment**
  - Utilize the Tourism Fund to attract professional event partners
  - Increase sports tourism events in Surprise
  - Increase tourism related room nights

2022 PERFECT GAME EVENT RECAP

BASEBALL TOURNAMENTS	DATES	# OF GAMES	TOTAL ATTENDANCE
PERFECT GAME SOUTHWEST SHOWCASE	APRIL 9-10		140
PERFECT GAME SUNSHINE SOUTHWEST SHOWCASE	MAY 14-15		213
PERFECT GAME MEMORIAL DAY CLASSIC	MAY 27-30	101	9,090
PERFECT GAME WWBA WEST NATIONAL CHAMPIONSHIPS 14/16U	JULY 9-14	90	9,000
PERFECT GAME WWBA WEST NATIONAL CHAMPIONSHIPS 15/17U	JULY 16-21	134	13,400
PERFECT GAME 17U WORLD SERIES	JULY 27-31	94	9,400
PERFECT GAME LABOR DAY CLASSIC	SEPT. 2-5	97	9,700
PERFECT GAME FALL NATIONAL CHAMPIONSHIPS	SEPT. 9-12	53	6,560
PERFECT GAME FALL NATIONAL CHAMPIONSHIPS	SEPT. 16-19	25	2,500
PERFECT GAME FALL NATIONAL CHAMPIONSHIPS	SEPT. 23-26	59	5,900
PERFECT GAME SHOWCASE	OCT. 29-30	8	576
PERFECT GAME MLK TOURNAMENT	JAN. 13	1	400
TOTALS:	**12 Events**	**662**	**66,879**

BED TAX REVENUE INCREASES

Increased Transient Lodging Sales Tax Revenue in correlation to PG Tournaments:

- May 2022 = 164% increase from May 2019
- July 2022 = 157% increase from July 2018
- September 2022 = 99% increase from September 2018

Transient Lodging

Tax Collected	Reported to State	Reported to City	FY2019	FY2020	FY2021	FY2022	FY2023	5 YR Average
Jul	Aug	Sep	$ 39,965	$ 76,992	$ 47,900	$ 95,593	$ 105,390	$ 73,168
Aug	Sep	Oct	$ 43,679	$ 57,491	$ 56,297	$ 71,354	$ 85,763	$ 62,917
Sep	Oct	Nov	$ 42,573	$ 55,148	$ 70,788	$ 95,682	$ 109,603	$ 74,759
Oct	Nov	Dec	$ 54,808	$ 92,419	$ 75,117	$ 112,572	$ 130,173	$ 93,018
Nov	Dec	Jan	$ 56,805	$ 76,078	$ 63,887	$ 123,447	$ 127,812	$ 89,606
Dec	Jan	Feb	$ 54,244	$ 88,371	$ 59,288	$ 106,691	$ 103,907	$ 82,500
Jan	Feb	Mar	$ 79,897	$ 105,344	$ 72,794	$ 113,611	$ 97,633	$ 93,856
Feb	Mar	Apr	$ 113,530	$ 126,037	$ 97,313	$ 164,991		$ 125,468
Mar	Apr	May	$ 112,904	$ 74,722	$ 132,307	$ 198,778		$ 129,678
Apr	May	Jun	$ 78,376	$ 11,987	$ 116,497	$ 110,096		$ 79,239
May	Jun	Jul	$ 55,537	$ 48,995	$ 96,688	$ 110,781		$ 78,000
Jun	Jul	Aug	$ 53,003	$ 62,502	$ 92,322	$ 81,063		$ 72,223
		TOTAL	$ 785,323	$ 876,085	$ 981,200	$ 1,384,659	$ 760,280	$ 1,054,431

PROPOSED PERFECT GAME EVENT DATES:

Tentative 2023 Dates:

- April 15-16- Showcase
- May 13-14- Showcase
- May 26-29 Tournament
- July 8-13- Tournament
- July 15-20- Tournament
- July 25-July 29- Tournament
- Sept 1-4- Tournament
- Sept 8-11- Tournament
- Sept 15-18-Tournament
- Sept 22-25 Tournament
- Oct 28-29- Showcase

2024 -2028 event dates TBD

**Dates are tentative and based on availability, any PG tournament in Surprise would be eligible for reimbursement*

TOURISM FUND GUIDELINES

Category 1: Surprise Hotel Nights Generated	
100-300 room nights	Up to $2500
301-599 room nights	Up to $5000
600+ room nights	$5000+
Category 2: Attendance	
1,000-3,000	Up to $2500
3,001-5,000	Up to $5000
5,000+	$5000+
Category 3: Event Days	
1 day	Up to $2500
2 days	Up to $5000
3 days	$5000+
Category 4: Seasonality (bonus for events between May-September)	
1 day	Up to $2500
2 days	Up to $5000
3 days	$5000+
Category 5: Operating Budget	
Based off of submitted budget	Up to 50% of total projected expenditure budget

- Subcommittee and Council approved reimbursement categories and guidelines for Tourism Fund requests

TOURISM SUBCOMMITTEE RECOMMENDATION

- Facility Use Agreement – 5 year term with reimbursements for room nights and marketing
- Not to exceed $50,000 annually or $250,000 total through June 30, 2028
  - May 2023 – June 2024, July 2024 – June 2025, July 2025 – June 2026, July 2026 – June 2027, July 2027 – June 2028
- Up to $5,000 per tournament/event based off of room night performance standards for large events
  - 100+ room nights = $2500
  - 301+ room nights = $5000
- Up to $5,000 per month with combined tournament/events based off of room night performance standards for smaller events
  - 100+ room nights = $2500
  - 301+ room nights = $5000
- Up to $25,000 per year for marketing/branding purposes
  - Can be used for reimbursement of regional/national media/marketing (radio, tv, social media, banners, etc)
  - Can be used for targeted marketing campaigns that reach PG visitors attending Surprise tournaments
  - Can be used prior to events to market Surprise Tourism to PG visitors
  - All marketing must include “Surprise, Arizona” or be Surprise specific to be considered for the reimbursement
- Can be used to reimburse:
  - Surprise Facility Use Fees
  - Surprise Hotel Reimbursements / Rebates
  - Surprise Specific Marketing

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

THE CITY OF SURPRISE, ARIZONA
16000 North Civic Center Plaza, Surprise, AZ 85374

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement ("Agreement") is entered by and between the City of Surprise, Arizona, an Arizona municipal corporation ("City"), and Perfect Game Incorporated ("Licensee"), collectively referred to as the "parties" and each individually as a "party." The parties hereby agree as follows:

1. LICENSE

1.1. License. City owns property commonly referred to as the "Surprise Recreation Campus," generally located east and west of Bullard Avenue, between Greenway Road and Paradise Lane, in Surprise, Arizona, including the Surprise Stadium, the Texas Rangers' and Kansas City Royals' Practice Fields, Mark Coronado Park, the Surprise Tennis and Racquet Complex, and the Surprise Pickleball Courts ("Property"). City hereby grants to Licensee a nonexclusive, revocable, terminable at will, license to use a portion of the Property as described in **Exhibit A** "(Licensed Area"), herein incorporated by this reference, only for the purposes described in section 1.2. This license only includes the Licensed Area and does not include any surrounding or adjacent properties or areas or other portions of the Property. Additionally, this license is only for the dates described in the **Exhibit B** Special Terms and Conditions, herein incorporated by this reference.

1.2. Purpose. Licensee may only use the Licensed Area for the sole purpose of baseball tournaments.

1.3. Term. This Agreement shall be effective from the date that this Agreement is fully executed by all parties ("Effective Date") and shall continue until June 30, 2028, unless terminated earlier in accordance with the terms of this Agreement.

1.4. Fees. Licensee shall pay City at the rates described in **Exhibit C** Fee Schedule, herein incorporated by this reference, for use of the Licensed Area and any related fees described therein. Such Fee Schedule will include an estimate of Licensee's expenses for its use of the Licensed Area and related expenses. Licensee shall pay a non-refundable deposit (except as otherwise expressly provided herein) of ten percent (10%) of the estimated total fees, to be paid prior to Licensee's scheduled use period of the Licensed Area, and shall pay the actual remaining balance of the total fees within thirty (30) calendar days after Licensee's use. City may unilaterally amend Exhibit C in writing to reflect Licensee's actual use and related expenses.

1.4.1. If City terminates or cancels this Agreement in its entirety, City shall refund Licensee the deposit.

1.4.2. If Licensee cancels a scheduled use of the Licensed Area due to a City-required change in a scheduled use (rescheduling or requirement to reschedule under section 2.2), City will provide a pro-rata refund of the deposit to Licensee for that use that has been rescheduled or required to be rescheduled.

1.4.3. Notwithstanding the foregoing, Licensee shall be responsible for any fees actually incurred for use of the Licensed Area (any time actually used) and for any related services as a result of such use or intended use (e.g. any fees for lighting or personnel

on the days actually used). Additionally, Licensee will responsible for any next day cleaning that was required based on Licensee's use. For example, if Licensee cancels its scheduled use (which was scheduled for the following day), Licensee shall pay for the cost of the cleaning the Licensed Area the next day, regardless that the Licensed Area was not used that next day.

1.4.4. All fees (except for the non-refundable deposit) described in the Fee Schedule shall be paid to City within thirty (30) days following the end of the month during which each use period occurred.

By way of example only, if Licensee uses the Licensed Area during week 1 of October and again during the last week of October, Licensee would make a single payment within 30 days following the end of October (by November 30).

1.4.5. If Licensee fails to pay all fees invoiced by City within the deadlines established under section 1.4.4, City may assess an additional five percent (5%) late fee of the invoiced amount due for each month that each invoice that is not paid in full.

By way of example only, if Licensee is invoiced for use of the Licensed Area for the month of October and Licensee fails to make full payment by November 30, City may assess an additional 5% late fee of the invoiced amount due for each 30-day period that Licensee fails to make full payment.

1.5. Amendments. This Agreement may only be amended with the written approval of all parties, except as expressly described in this Agreement.

1.6. Assignment. Licensee may not assign or otherwise sublicense this Agreement or any of its interest therein to any other individual or entity, except as approved by City in writing. Any assignee, sublicensee, and/or subcontractor shall be subject to the terms and conditions of this Agreement.

1.7. MLB Activities. City has existing agreements with the Kansas City Royals, the Texas Rangers, and other entities, including and related to Major League Baseball ("MLB Activities"). City cannot guarantee availability of the Licensed Area during Licensee's scheduled use period under this Agreement. City may cancel or change Licensee's scheduled use of the Licensed Area by providing Licensee with at least fourteen (14) calendar days' written notice before such scheduled use if such change is necessitated by or related to any MLB Activities. City will not be deemed in breach or attempting to breach this Agreement for any availability or rescheduling related to this subsection 1.7.

1.8. Changes to Scheduled Use Period. Any changes made to Licensee's scheduled use period of the Licensed Area shall be based on availability and approved by the City in writing.

2. TERMINATION; RESCHEDULING; REMEDIES

2.1. Termination by City. In addition to any other termination permitted under this Agreement, City may terminate this Agreement, without further obligation to Licensee, and shall not be liable for any damages whatsoever, and/or reschedule Licensee's use period for any of the following:

2.1.1. Immediately for any reason in City's convenience, as determined by the City in its sole and absolute discretion, with or without cause, upon written notice to Licensee;

2.1.2. Any Default (as defined in section 5) or breach of the terms of this Agreement by Licensee that have not been cured within forty-eight (48) hours of written notice to Lessee of said breach;

2.1.3. Immediately, for any breach of the terms of this Agreement by Licensee where advance notice is not practicable;

2.1.4. Any necessary construction or maintenance of the Licensed Area or other City property that may affect use of the Licensed Area, with at least thirty (30) calendar days' written notice to Licensee. If advance notice is not practicable, City may terminate this License immediately for any necessary construction or maintenance of the Licensed Area or other City property that may affect the use of the Licensed Area;

2.1.5. Any conflict with a City-sponsored event, as determined by City in its sole discretion, with at least thirty (30) calendar days' written notice to Licensee;

2.1.6. Immediately upon notice to Licensee, in case of rain or inclement weather, in City's sole but commercially reasonable discretion to preserve any playing field surface subject to this Agreement;

2.1.7. If Licensed Area is discontinued, removed, or physically changed to accommodate a new purpose, with at least thirty (30) calendar days' written notice.

2.2. Cancellation by Licensee. Licensee may cancel its scheduled use of the Licensed Area as follows:

2.2.1. Any reason, with or without cause, by providing City with at least seven (7) days' written notice; or

2.2.2. If City reschedules or requires a rescheduling of Licensee's scheduled use of the Licensed Area as described in section 2.2, by providing written notice to City at least forty-eight (48) hours after City makes such rescheduling or requirement to reschedule.

2.3. Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement (including without limitation, making available the Licensed Area for use) caused by a federal, state, and/or local directive, order, or similar requirements, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement, provided that, to the extent practicable, City has provided Licensee with at least forty-eight (48) hours' written notice of such delay or nonperformance. Additionally, City may terminate this Agreement under this section with at least forty-eight (48) hours' written notice to Licensee and/or reschedule or cancel Licensee's scheduled use of the Licensed Area or any portion thereof with at least forty-eight (48) hours' written notice before such scheduled use. Where 48 hours' notice is not practicable, City may terminate this Agreement immediately.

2.4. Sports Governing Body Directives. Any delay or nonperformance of any provision of or obligation under this Agreement (including without limitation, making available the Licensed Area for use), caused by a sports governing body (including without limitation, any Major League Baseball entity, Major League Baseball Properties, Inc., or Cactus League Baseball Association, Inc.) directive, order, or similar requirement or request, including without limitation, any requests or requirements by such sports government bodies, shall not constitute a breach of this Agreement, provided that, to the extent practicable, City has provided Licensee with at least forty-eight (48) hours' written notice of such delay or nonperformance. Additionally, City may terminate this Agreement under this section with at least forty-eight (48) hours' written notice and/or reschedule or cancel Licensee's scheduled use of the Licensed Area or any portion thereof with at least forty-eight (48) hours' written notice to Licensee before such scheduled use. Where 48 hours' notice is not practicable, City may terminate this Agreement immediately.

2.5. City Remedies; Cumulative Rights. City has the right to exercise any remedy available at law, in equity, or otherwise for any breach or attempted breach of this Agreement by Licensee. Each right and remedy of City provided for in this Agreement shall be cumulative and in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning or the exercise by City of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by City of any or all other rights or remedies provided for in this Agreement or now or hereafter

existing at law or in equity or by statute or otherwise.

3. USE RESTRICTIONS; CONDITION; MAINTENANCE

3.1. No Interest. This Agreement only creates a non-exclusive, revocable license to use the Licensed Area for the purposes stated in section 1.2. The parties do not intent to create a leasehold estate, a lease, an easement, or any other real property interest in the Licensed Area or other City property. Licensee has no real property interest in the Licensed Area or other City property.

3.2. No Use of Other Property. Licensee shall not, and shall ensure Licensee's Permittees shall not, use any personal or real property owned by any other person or entity other than City.

3.3. Condition. Licensee is responsible for the study and inspection of the Licensed Area and for determining the fitness for use intended by Licensee. City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Licensed Area. Licensee accepts the Licensed Area in "AS-IS" condition, without representation or warranty of any kind by City or its officers, agents, or employees, and subject to all applicable laws governing the use of the Licensed Area for the permitted uses allowed by this Agreement.

3.4. Maintenance. Licensee shall maintain, clean, and repair the Licensed Area as necessary and at Licensee's cost and expense. Upon termination, Licensee shall return the Licensed Area to City in a condition as good as it was prior to the beginning of this Agreement, except for ordinary wear and tear.

3.5. Damage. Licensee shall be responsible and solely liable for any and all damages and abuse related to Licensee's and/or Licensee's Permittee's use of the Licensed Area, other City property, and/or equipment provided by City.

3.6. Improvements. Licensee shall not make any improvements to the Licensed Area without the prior written approval of City.

3.7. Signs; Affixing. Licensee shall not use or display any signs and/or any form of advertisements in, on, or around the Licensed Area or other City property without City's prior written permission. If Licensee uses or displays any signs and/or advertisements without City's prior written permission, Licensee, at its sole expense, shall remove such signs and/or advertisements within twenty-four (24) hours of a request by City for removal or City may remove such signs and/or advertisements at any time, whichever City deems necessary in its sole discretion. Additionally, Licensee, at its sole expense, shall immediately remove any signs and/or advertisements upon termination of this Agreement or at the end of Licensee's scheduled use period of the Licensed Area, whichever is earlier. Licensee shall repair any damage to the Licensed Area or other City property resulting from any such removal of signs and/or advertisements under this section, at its sole expense. Licensee shall be responsible for maintaining, operating, and replacing, as necessary and at its expense, any approved signage. Additionally, Licensee may not, and shall ensure the Licensee's Permittees not, affix or display any materials, signs, advertisements, and/or other items upon the fixtures, exteriors, walls, or windows of Licensed Area or other City property, without the prior written consent of City.

3.8. Fixtures; Personal Property. Licensee's trade fixtures, movable furniture not permanently affixed to the Licensed Area, and personal property shall remain the property of Licensee, except for items paid for or loaned by City for Licensee's use. Licensee shall promptly remove its property upon termination of this Agreement and repair any damage to the Licensed Area from such removal. If Licensee fails to remove its property before the termination of this Agreement, the property left shall be deemed abandoned and become property of City. Licensee assumes the risk and responsibility for any damage to its trade fixtures, movable

furniture, and personal property during movement to, on, and from the Licensed Area during the term of this Agreement.

3.9. Guests. Licensee shall not permit any other person or entity to use or occupy the Licensed Area, except for its agents, customers, coaches, officials, guests, contractors, any tier of subcontractor, sublicensees, employees, competing and third-party teams, and invited persons or entities ("Licensee's Permittees"), and only for the purposes described in subsection 1.2. Licensee is solely liable for any injury or damage to the Licensed Area or other City property caused, directly or indirectly, in whole or in part, by Licensee or its agents, customers, contractors, employees, and invited persons or entities. Additionally, Licensee shall not, and shall ensure that Licensee's Permittees not, use the Licensed Area or any other City property for any of the following: (i) any offensive, noisy, or dangerous trade, business, activity, or occupation; (ii) activity against public policy; or (iii) any material interference with or disturbance of the quiet enjoyment of any other authorized user of the Licensed Area or other City property.

3.10. Common Areas. Any common areas which are held open for public use, including without limitation, bathrooms, hallways, and parking lots, located around the Licensed Area are not licensed to Licensee but are intended for the use, benefit, and enjoyment of all occupants of the Licensed Area. City reserves the right to designate and/or remove all such common areas or any portions thereof at any time, in its sole discretion. City assumes no responsibility or liability of any kind whatsoever from any cause of action with respect to use of these common areas by Licensee or Licensee's Permittees, all of whom shall be deemed to have assumed all risks or to have released City from all liability in connection with the utilization thereof. Also, City has the right to establish and from time to time change, alter, and amend, and to enforce against all users of any City parking lots, reasonable rules and regulations. Additionally, City may establish such reasonable charges as City deems appropriate for use of any City parking lots.

3.11. Equipment, Personnel, and Setup and Breakdown. Licensee shall be responsible for providing its own equipment, personnel, and any other facilities and/or materials related to the operations of Licensee's business, tournaments, games, and/or other events, including without limitation, setups and breakdowns.

3.12. Concessionaire Rights. City or its designees hold all concessionaire rights under this Agreement. Licensee may not serve, sell, or otherwise provide, or contract or permit others to serve, sell, or otherwise provide, any foods or beverages under this Agreement, without the express written permission of City. Such permission may be subject to third-parties that hold exclusive and/or non-exclusive concessionaire rights for the Surprise Recreation Campus, the Surprise Stadium, and/or any other City property, and those third-parties' approval.

3.13. Enforcement of Laws, Rules, and Regulations. Licensee shall comply with and enforce against Licensee's Permittees: (i) all applicable federal, state, and local laws, rules, regulations, ordinances, resolutions, orders, mandates, and directives (including without limitation, any governmental directives related to the COVID-19 pandemic; (ii) the purchasing and provision of equipment, materials, or goods as required by such directives and at its sole expense, or the hiring of additional personnel for such enforcement at its sole expense); (iii) any rules, regulations, and/or policies of City facilities (including without limitation, the Stadium Food and Beverage Policy and the Stadium Rules and Regulations); (iv) any guidance provided by applicable governmental entities and/or agencies (including without limitation, guidance provided by the Center for Disease Control ("CDC") or the Arizona Department of Health Services ("ADHS")); (v) any rules set forth by the City for use of Licensed Area, including, without limitation, any COVID-19 safety plans and/or guidance provided by City. By way of example only, this may include the purchasing and provision of face masks at Licensee's sole expense and where required, enforcement of social distancing requirements, and/or other

requirements.

3.14. Ticketing Rights. Licensee shall have and retain all ownership, control, and ticketing rights to all of Licensee's events pursuant to Licensee's use of the Licensed Area. Licensee understands and acknowledges that any event that City owns, controls, or has obtained ticketing rights to, may require the use of City's then-current ticketing system contractor (Tickets.com, Inc.). However, where Licensee has and retains all such ownership, control, and ticketing rights to its events under this Agreement, Licensee may retain its own ticketing system contractor.

3.15. Participant Waivers. Licensee shall ensure that any and all participants of Licensee's and/or Licensee's Permittees' use of the Licensed Area shall execute all waivers provided by City in order to participate in such use of the Licensed Area, including without limitation, any indemnification, release and waiver of liability agreements, consents to use of image, and/or COVID-19 waivers. Licensee shall not allow any participant to participate in Licensee's and/or Licensee's Permittees' use of the Licensed Area without first executing all applicable waivers required by City; Licensee is solely responsible for providing these waivers to City prior to any such use of the Licensed Area.. Licensee's failure to obtain a signed participant waiver from each and every participant shall be deemed a material breach of this Agreement and the City may immediately terminate this Agreement, up to and including on the day of event.

3.16. Permits. Licensee shall obtain all necessary permits and/or any other authorization from City for use of the Licensed Area, including without limitation, a temporary use permit and/or special event permit (TUP), traffic control permit requirements, Surprise Police Department off duty letters of agreement, and any other requirement document or requirement as required by City for Licensee's use of the Licensed Area.

Select this box if a Temporary Use Permit (TUP) is required: ☐
(to be selected by City staff only)

If Licensee's use under this License requires a TUP issued by City, the approved TUP must be provided to the Sports and Tourism Department at least thirty (30) calendar days prior to Licensee's scheduled use period. Failure to provide such TUP(s) to the Department within the time identified will result in cancellation of Licensee's scheduled use period that requires the TUP.

4. LIMITATION OF LIABILITY; INDEMNIFICATION; INSURANCE

4.1. Limitation of Liability. Licensee shall not seek, and hereby irrevocably waives, monetary damages, including without limitation, any lost revenue, lost profits, loss of technology, loss of rights or services, loss of data, interruption or loss of use of service, lost opportunity, incidental damages, punitive damages, indirect damages, or special or consequential damages, whether under theory of contract, tort (including without limitation, negligence, strict liability, or otherwise), or in equity, as a consequence of, related to, or arising from this Agreement or its breach. Notwithstanding the foregoing, Licensee may seek any equitable remedy, including injunction or specific performance, or any direct damages capped at the amount paid by Licensee to City for use of the Licensed Area under this Agreement. This section does not waive or affect either party's remedies in cases of fraud or intentional torts.

4.2. Indemnification. To the fullest extent permitted by law, Licensee shall protect, indemnify and hold City and its departments, agencies, boards, commissions, officers, officials, agents, and employees (collectively the "Indemnified Party") harmless for, from, and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject,

under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions with respect thereof) relate to, arise out of, are caused by, or in connection with: (a) the negligent or willful acts or omissions of Licensee and/or its officers, employees, agents, Licensee's Permittees, or any tier of subcontractor in the work, performance, and/or exercise of this Agreement; (b) any use, nonuse, or condition of the Licensed Area or any other City property; (c) any accident, injury to, or death of any person whatsoever (including without limitation, workmen and Licensee's Permittees) or any loss of or damage to property occurring on or about the Licensed Area or any other City property related to, arising out of, or caused by or in connection with Licensee's or Licensee's Permittees' use of the Licensed Area or any City property; (d) any failure by Licensee to perform or comply with any of the terms or conditions of this Agreement; (e) performance of any labor or services or the furnishing of any materials or other property with respect to the Licensed Area or any other City property; (f) any failure by Licensee to comply with any of the matters set forth herein; (g) the entering into of this Agreement; (h) the negligent or willful acts or omissions of the Indemnified Party; (i) the acts or omissions of any Indemnified Party acting pursuant to or in furtherance of this Agreement; (j) the acts or omissions of Licensee's Permittees, including without limitation, any injury or damage caused, directly or indirectly, in whole or in part, by Licensee's Permittees, including without limitation, its guests and invited persons or entities; (k) the food and/or beverages prepared, handled, served, distributed, and/or sold by Licensee or any of its contractors or subcontractors, including without limitation, any foodborne illnesses; (l) for any alcoholic beverages prepared, handled, served, distributed, and/or sold by Licensee or any of its subcontractors, including without limitation, any damages or injuries (including death); and/or (m) any exposure to or contraction of COVID-19 and any strains, variants, or mutations thereof, the coronavirus that caused COVID-19, and/or any other communicable and/or infectious diseases, viruses, bacteria, or illnesses or the causes thereof, related to, arising from, caused by, or in connection with Licensee's and/or Licensee's Permittees' use of the Licensed Area or any other City property. Additionally, Licensee shall indemnify, defend, and hold the Indemnified Party harmless for any use of any City property by Licensee and/or Licensee's Permittees, including, but not limited to, any use of City property outside of this Agreement and/or related to agreements signed with the individual/entity that holds and/or will hold concessionaire rights for the Surprise Stadium.

4.3. Insurance. Licensee shall at all times, throughout the term of this Agreement, keep the Licensed Area insured against perils in amounts acceptable to City and with insurance carriers duly licensed by the State of Arizona with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to City. Licensee shall ensure that all insurance policies in effect for the Licensed Area name the City of Surprise and its officers, officials, employees, agents, contractors, subcontractors, and volunteers as additional insureds, including, but not limited to, Licensee's activities and liability arising out of the activities performed by or on behalf of Licensee involving automobiles owned, leased, hired, or borrowed by Licensee. Licensee shall provide certificates of insurance evidencing coverage acceptable to City on or before the Effective Date. All insurance policies under this Agreement must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from activities or work performed by or on behalf of Licensee, and with respect to liability arising out of the activities performed by or on behalf of Licensee involving automobiles owned, leased, hired, or borrowed by Licensee.

4.4. Policy Requirements.

4.4.1. Licensee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

4.4.2. Coverage provided by Licensee may not be limited to the liability assumed under the indemnification provisions of this Agreement.

4.4.3. The “City of Surprise” shall be listed as the Certificate Holder and additional insured on each certificate of insurance for each policy required by this Agreement.

4.4.4. All policies required by this Agreement shall contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from any work, performance, or exercise of this Agreement.

4.4.5. All certificates of insurance for the policies required by this Agreement shall reference this Agreement in the description, e.g. by contract number or some other means.

4.4.6. Licensee shall provide City with all endorsements and a declarations page for each policy, and any amendments or riders in order to verify contractual insurance requirements are being satisfied. All certificates of insurance and endorsements required by this Agreement shall be sent directly to City’s Risk Management division. All certificates of insurance and endorsements must be received and approved by City’s Risk Management division before the commencement of any work, performance, or exercise of this Agreement. City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. Failure to provide all required certificates of insurance and endorsements to the Risk Management division within the time identified will result in cancellation of Licensee’s scheduled use period.

Certificates of insurance and endorsements shall be sent to City’s Risk Management division at:

riskmanagement@surpriseaz.gov

16000 North Civic Center Plaza
Surprise, Arizona 85374
Attn: Risk Manager

4.4.7. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.4.8. Each insurance policy required by this Agreement shall be in effect at or before the commencement of any work, performance, or exercise of this Agreement and remain in effect for the duration of the work, performance, and/or exercise of this Agreement. Each insurance policy required by this Agreement must provide the required coverage and may not be suspended, voided, canceled, modified, or reduced. Licensee shall provide City with at least thirty (30) calendar days’ advanced written notice if the insurance is to be suspended, voided, cancelled, modified, or reduced. Such notice must be sent directly to City’s Risk Management division. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

4.5. Minimum Insurance Limits. Licensee shall provide coverage with limits of liability not less than the following. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of the use of the Licensed Area and under this Agreement by Licensee or its agents, representatives, employees, contractors, subcontractors, or volunteers, and Licensee is free to purchase additional insurance.

4.5.1. *Commercial General Liability – Occurrence Form*. The policy shall include bodily injury, property damage, personal injury, spectator liability, and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Each Occurrence	$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000

4.5.2. *Worker's Compensation and Statutory Employers' Liability*. The policy shall include worker's compensation coverage at state statutory minimums.

4.5.3. *Business Automobile Liability*. The policy shall include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

• Combined Single Limit (CSL)	$1,000,000

4.5.4. *Liquor Liability*. If Licensee or its subcontractors prepare, handle, serve, distribute, or sell alcoholic beverages, the policy shall include coverage for liquor liability if any alcoholic beverages will be sold by Licensee (or its subcontractors) in the work, performance, or exercise of this Agreement.

• General Aggregate	$1,000,000
• Each Occurrence	$1,000,000

4.6. Subcontractor; Sublicensee. Licensee's certificate(s) must include all subcontractors and/or sublicensees (defined as "Sublicensee" for this subsection 4.6) as insureds under its policies or Licensee must furnish to City separate certificates and endorsements for each Sublicensee. All coverage for Sublicensee is subject to the same terms and conditions and minimum requirements identified above. Licensee shall ensure for any Sublicensee policy required under this Licensee and for any policy required by a contract between Licensee and each Sublicensee, the Sublicensee's certificates of insurance shall list the "City of Surprise" as the Certificate Holder and as an additional insured (and any other entities that are required to be listed as such), and shall identify in each certificate of insurance's description: (i) this Agreement by contract number or some other means, and (ii) any subcontract between the Sublicensee and Licensee related to that Sublicensee's work, performance, or exercise of this Agreement.

4.7. Changes to Insurance. Any modification or variation from the insurance requirements in this Agreement will be made by City, whose decision is final. Such action will not require a formal Agreement amendment, but may be made by administrative action. Notwithstanding the foregoing, City reserves the right to modify these insurance requirements at any time in writing with approval of the City's Risk Manager.

5. DEFAULT

5.1. Default by Licensee. Any of following shall be deemed instances of "Default" by Licensee:

5.1.1. Failure by Licensee of any of the covenants, agreements, conditions, or undertakings herein to be kept, observed, and performed by Licensee that continues for forty-eight (48) hours after written notice is given by City of such failure (or such additional time as may be necessary to cure such failure as long as Licensee commenced the cure within 48 hours after written notice is given by City and thereafter diligently prosecutes such cure to completion);

5.1.2. If Licensee voluntarily files any petition, or has an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that Licensee shall not remain in Default if it continues to comply with all other terms and conditions of this Agreement;

5.1.3. If a trustee or receiver is appointed for Licensee or for a major portion of its property;

5.1.4. If any court takes jurisdiction of a major portion of the property of Licensee in any involuntary proceeding for dissolution, liquidation, or winding up of Licensee and such jurisdiction shall not be relinquished or vacated within sixty (60) calendar days; or

5.1.5. If Licensee makes an assignment for the benefit of its creditors.

6. MISCELLANEOUS

6.1. Notice. Any notice or other communication required or permitted to be given under this Agreement must be in writing. Except as otherwise expressly permitted in this Agreement, notices will be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or (iv) delivered by facsimile or email transmission to the number or address set forth below or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section.

City:
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attn: Sports and Tourism Dept.

with copy to:
Surprise City Attorney's Office
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Facsimile: 623-222-1101

Licensee:
Perfect Game
850 Twixt Town Rd. NE
Cedar Rapids, IA 52402
Attn: Angel Natal
Facsimile:
Email: anatal@perfectgame.org

Notices are deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile or email transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party will mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6.2. Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona without giving effect to the principles of conflict of laws. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in a court in Maricopa County, Arizona.

6.3. Permits; Licenses. Licensee shall have all federal, state, and local licenses and permits required for the proposed use of the Licensed Area by Licensee, including without limitation, a City of Surprise business license. Licensee is solely responsible and liable for ensuring that it

obtains all such required permits and licenses. City may request, and Licensee shall provide to City within twenty-four (24) hours of any such request, any required permit and/or license, but City has no obligation to do so.

6.4. Food, Beverage, and Alcoholic Beverage Permits and Licenses. Where applicable, Licensee shall: (i) comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and/or codes related to the handling, preparation, serving, and sale of food, beverages, and/or alcoholic beverages; (ii) shall have all licenses and permits required to handle, prepare, serve, and sell food and beverages and/or handle, prepare, serve, and sell alcoholic beverages, including without limitation, all certifications required under Title 4 of the Arizona Revised Statutes; and (iii) ensure that all persons serving alcoholic beverages pursuant to Licensee's licensed use of the Licensed Area shall be *Training for Intervention ProcedureS* (TIPS) trained (or an equivalent training thereof) and shall provide evidence of such training for all such persons serving alcoholic beverages. If Licensee will be serving alcoholic beverages, Licensee shall ensure that all of its applicable servers, employees, agents, or any other individual under its control (whether contracted or employed) to have received and are then-currently certified (throughout the entire term of the use period of the Licensed Area under this Agreement) under all required alcohol server trainings, as required by federal, state, and/or local laws, rules, regulations, ordinances, and/or codes. Licensee is solely responsible and liable for ensuring that it obtains all such required permits and licenses. City may request, and Licensee shall provide to City within twenty-four (24) hours of any such request, any required permit and/or license, but City has no obligation to do so.

6.5. Compliance with Laws. Licensee shall comply with and ensure that Licensee's Permittees comply with all applicable federal, state, and local laws, rules, regulations, ordinances, orders, mandates, and directives, including without limitation, all relevant health and safety regulations related to the handling of food and/or alcohol and the rules of City facilities.

6.6. Public Records. This Agreement and City are subject to laws pertaining to open and public records, including without limitation, Arizona public record laws under Arizona Revised Statutes (A.R.S.) Title 39 and the Freedom of Information Act (FOIA). Nothing herein shall prevent the release of this Agreement pursuant to a public records request.

6.7. Intellectual Property. Licensee may not use the name or any logo, trademark, copyright, or other intellectual property owned by City without City's prior express written approval. The City may use Licensee's name and logos for promotional purposes, as needed.

6.8. Confidentiality. To the fullest extent permitted by law, Licensee shall keep confidential any and all documents, records, or other information resulting from this Agreement or otherwise provided by City, except as described in this Agreement or otherwise approved by City in writing.

6.9. Waiver. No failure by the parties to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, nor the respective rights of City or Licensee with respect to any other then existing or subsequent breach.

6.10. Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between City and Licensee.

6.11. Force Majeure. Except for payment for sums due, neither party will be liable to the other nor deemed in default or breach under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of

God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Agreement.

6.12. No Creation of Encumbrances. Licensee shall have no authority to do any act or make any contract that may create or be the basis for any lien, mortgage, or other encumbrance upon any interest of City in the real property that includes the Licensed Area.

6.13. Representation. Licensee represents that that it is a valid and existing corporation under the laws of the State of Iowa, and that it has full right and authority to enter into this Agreement.

6.14. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Licensee acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

6.15. Compliance with A.R.S. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with A.R.S. § 35-393.01. Licensee hereby agrees to indemnify and hold harmless City, its agents, and employees from any claims or causes of action relating to City's action based upon reliance upon this representation, including the payment of all costs and attorney fees uncured by City in defending such an action.

6.16. Conflicts of Interest. This Agreement is subject to A.R.S. § 38-511, and may be terminated in accordance therewith.

6.17. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this License or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

6.18. Conflicting Terms. In the event of a conflict between this Agreement and any Exhibits, the terms of this Agreement will govern. No external terms or conditions apply to Licensee's use of the Licensed Area, except as expressly stated in this Agreement.

6.19. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

6.20. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding will not affect any other provision of the Agreement which may remain in effect without the invalid provision.

6.21. Entire Agreement. This Agreement represents the entire agreement of the parties. All previous

agreements entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. The headings in this Agreement are for convenience only, and will not be used to modify, limit, or extend any provision. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Agreement.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date this Agreement is fully executed by all parties.

CITY
City of Surprise

By: _____

Printed Name: Kendra Pettis

Title: Sports and Tourism Director

Date: _____

LICENSEE
Perfect Game

By: _____

Printed Name: _____

Title: _____

Date: _____

Signature from Procurement Division: Not Required ☐ Required ☐

By: _____

Printed Name: _____

Title: Procurement Manager

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

EXHIBIT A – Licensed Area

The Licensed Area includes only the following areas of the Property:

- Surprise Stadium, Kansas City Royals and Texas Rangers Cloverleaf Fields

The following map is for reference only and shall not be interpreted to show the exact Licensed Area. City reserves the right to further define such licensed usage areas.

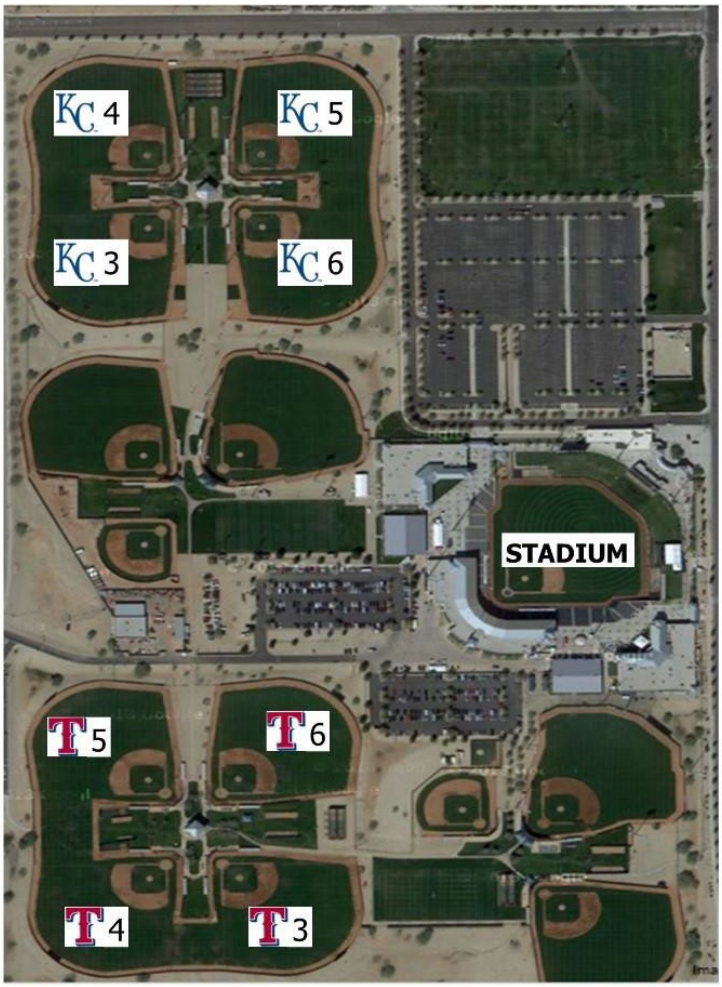


EXHIBIT B – Special Terms and Conditions

Schedule: Licensee's scheduled use (dates/times) of the Licensed Area is as follows:

2023 Tentative Dates:

- May 26-29 Tournament
- July 8-13- Tournament
- July 15-20- Tournament
- July 25-July 29- Tournament
- Sept 1-4- Tournament
- Sept 8-11- Tournament
- Sept 15-18-Tournament
- Sept 22-25 Tournament
- Oct 28-29- Showcase

2024 – 2028 Dates will be mutually agreed upon by the parties.

**Any date changes are based on availability and must be approved by the City in email. Any Perfect Game tournament in Surprise through June 30, 2028 would be eligible for the allocated Tourism Fund reimbursement.*

Additional Responsibilities: Licensee shall also be responsible for all of the following:

- All baseballs and umpires
- All tournament support staffing
- Clean the rented space to pre-event standards
- Recruitment and scheduling of participating teams
- Have a valid City of Surprise business license and any other permit or license required to operate legally under this agreement
- Comply with all codes, regulations or any other applicable law, including, but not limited to, all City codes, rules and regulations

EXHIBIT C – Fee Schedule

RENTAL FEES:

The following fees are associated with the Stadium, Kansas City Royals and Texas Rangers cloverleaf field rentals. Total rental cost will be determined and an invoice will be sent to Perfect Game within 7 days of the conclusion of each tournament. Payment made to the City within 30 days. The fees below are valid for 2023. City of Surprise will notify Perfect Game of any updated fees annually by December of each year for the following year. For example only, if there were to be a fee update in 2024, the City must notify Perfect Game by December 15, 2023.

Campus Location	Unit Cost/If Applicable
Practice Field Games	$165/game
Stadium Games	$1400/day (2 game max)
Campus Staff	$20/hr per staff
Practice Field Lights	$80/hr per field
Stadium Lights	$135/hr
Hitting Tunnels	$100/day per set
Pitching mounds	$100/day per set
Field Drying Materials	$25/bag
Janitorial Staff	$20/hr per staff
Stadium Cleaning Fees	$600/event under 500 in attendance $800/event under 800 in attendance $1300/event under 1500 in attendance
Press Box Office Space	$125/day
Stadium Scoreboard	$50/game (If operator is required will be billed separately as staff)

TOURISM FUND REIMBURSEMENT:

Perfect Game has the opportunity for reimbursements not to exceed $50,000 annually or $250,000 total through June 30, 2028:

- May 2023 – June 2024: not to exceed $50,000
- July 2024 – June 2025: not to exceed $50,000
- July 2025 – June 2026: not to exceed $50,000
- July 2026 – June 2027: not to exceed $50,000
- July 2027 – June 2028: not to exceed $50,000

Perfect Game has the opportunity for reimbursements of up to $5,000 per tournament/event for large events as long as the following criteria for room nights is met:

100+ room nights = $2,500
301+ room nights = $5,000

Perfect Game has the opportunity for reimbursements of up to $5,000 per month with combined tournaments/events for smaller events as long as the following criteria for room nights is met:

100+ room nights = $2,500
301+ room nights = $5,000

Perfect Game has the opportunity for reimbursements of up to $25,000 annually for marketing/branding purposes if the following criteria is met:

- Perfect Game may request reimbursement payments for the use of regional or national media/marketing including print, radio, tv, social media, banners, etc.
- Perfect Game may request reimbursement payments for targeted marketing campaigns that reach PG visitors attending Surprise tournaments.
- Perfect Game shall include “Surprise, Arizona” or have some Surprise specific component in print or audibly in any and all advertisements or marketing related to reimbursement.
- Perfect Game may submit requests for reimbursements prior to the event dates for the marketing reimbursements as long as the cost has already been paid or incurred by Perfect Game.

Tourism Funding may be used to reimburse facility use fees, hotel reimbursements/rebates and marketing related to Surprise.

Perfect Game shall submit an invoice requesting reimbursement payment to the City for approval. Perfect Game shall include an itemized invoice or receipt displaying all costs that have been paid or incurred by Perfect Game as well as a copy of the advertisement or marketing piece.

Any Perfect Game tournament/event or marketing that meets the requirements under this Agreement through June 30, 2028 may be eligible for the City-allocated Tourism Fund reimbursement.

RESOLUTION # 2023-66

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A FIVE-YEAR FACILITY USE AGREEMENT WITH PERFECT GAME INCLUDING UP TO $50,000 ANNUALLY IN TOURISM FUND REIMBURSEMENTS.

WHEREAS, the FY2023 budget, including the FY2023 Comprehensive Financial Management Policies ("Policy"), was adopted by Council Resolution #2022-56 on June 7, 2022;

WHEREAS, pursuant to the Policy, the City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging, of which one percent (1.00%) is recorded in the General Fund and the remaining three and fifty-two hundredths percent (3.52%) is recorded in the City's Tourism Fund;

WHEREAS, of the amount recorded in the Tourism Fund, the Mayor and Council designated that twenty-five percent (25%) be spent on marketing, studies and special events;

WHEREAS, on December 3, 2019, the Mayor and Council adopted a "Strategic Plan" seeking to attract visitors to the City with new and enhanced event and entertainment opportunities;

WHEREAS, on April 26, 2023, pursuant to the Policy and the Strategic Plan, the Tourism Fund Sub-Committee recommended to approve the allocation of Tourism Funds not to exceed Fifty Thousand and 00/100 Dollars ($50,000) annually or Two-Hundred Fifty Thousand and 00/100 Dollars ($250,000) over 5 years to support Perfect Game events in Surprise;

WHEREAS, the parties desire to enter into a Facility Use Agreement in order to host Perfect Game events at the Surprise Stadium Complex that attract visitors to Surprise and to set forth the terms and conditions for the reimbursement of Tourism Funds.

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

Section 1. The Facility Use Agreement between the City of Surprise and Perfect Game, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this _____day of _____, 2023.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023

Contact Person: Andrea Davis, DIRECTOR - FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to the ordering and calling of a special election to be held on November 7, 2023, in and for the City of Surprise, Arizona, to submit to the qualified electors thereof two questions with respect to selling and issuing bonds payable from secondary (Ad Valorem) property taxes and setting the deadline for submittion of arguments "for" or "against" the authoriation to issue bonds as July 28, 2023 at 5:00 p.m; Resolution #2023-59.

Motion:

I move to approve Resolution #2023-59.

Background:

Over the last few years, the City of Surprise has continued to grow at an exponential pace. In May 2022, the City Council prioritized the five-year Capital Improvement Plan (CIP) projects list, which identifies the City's growing infrastructure needs. At the May 2, 2023 Work Session, City Council and staff reviewed the five-year CIP projects list and available funding. Ultimately, City Council gave staff direction to prepare documents for a possible Call to Election for the body to consider during the May 16, 2023 Regular Meeting.

If this item is approved by City Council on May 16, Surprise voters would decide on two possible General Obligation Bond questions that would provide funding in the areas of Public Safety and Transportation (traffic mitigation) in a mail in ballot only Special Election on November 7, 2023.

Objective Analysis:

Approval of this Resolution sets in motion the process for a General Election ballot question in November 2023 to approve General Obligation bonds in the amounts specified. Next steps in the process include: requesting arguments for and against the authorization; and finalization of the voter information pamphlet in preparation for a November 2023 election.

Policy Compliant:

Consideration and possible action on a bond election is consistent with all applicable regulations

regarding consideration of issuance of voter-approved general obligation bonds.

Financial Impact:

If ultimately approved by the voters, these bond packages will provide $100 million of funding to provide for the design and construction of transportation and public safety projects. Ongoing operational costs will need to be incorporated into future operating budgets at such time as they can be absorbed within the growth of the operating budget of the city overall.

Budget Impact:

Projects included with the bond packages are identified in the multi-year FY2024 Capital Improvement Plan as unfunded projects. The proposed FY2024 Final Budget includes funding in the amount of $270,000 to fund a Special Bond Election in November 2023 and contingency to allow for the funding of initial costs associated with the projects. Per the Comprehensive Financial Management Polices, the use of contingency must be approved by City Council prior to being expended. Additional action by City Council will be required to begin work on any voter-approved projects. The additional capital and operating costs associated with the projects will be incorporated into future operating budgets at such time as they can be absorbed within the growth of the operating budget of the City overall.

FTE Impact:

None at this time; however if recommended by Council to proceed with a future bond election, and if approved by the voters, the construction of a fire station would require the hiring of additional Fire Medical staff to operate the new fire station.

ATTACHMENTS:

1. 685537655_v 4_Surprise GO Election 2023 - Resolution Ordering and Calling Election
2. GO Bond Election

RESOLUTION NO. 2023-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 7, 2023, IN AND FOR THE CITY OF SURPRISE, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS THEREOF TWO QUESTIONS WITH RESPECT TO SELLING AND ISSUING BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAXES

WHEREAS, the Mayor and Council of the City of Surprise, Arizona (the "City"), determine that certain, future capital needs of the City can be financed best through the issuance and sale of bonds of the City, the debt service with respect to which shall be paid through the levy of secondary (ad valorem) property taxes; and

WHEREAS, pursuant to Section 35-452, Arizona Revised Statutes, as amended, the Mayor and Council of the City must order an election to determine whether such indebtedness shall be authorized (the "Election");

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA:

Section 1. (A) That the Election, in and for the City, be and the same is hereby ordered and called to be held on November 7, 2023, at which time there shall be submitted to the qualified electors of the City two questions with respect to authorizing the sale and issuance of bonds of the City in the aggregate principal amounts and for the purposes set forth in the official ballot for the Election (the "Official Ballot").

(B) That the aggregate principal amount of the bonds to be authorized at the Election shall be $100,000,000; the maximum rate of interest to be paid thereon shall be not more than eight percent (8%) per annum; the minimum and maximum number of years bonds of any issue or series authorized at the Election may run from their date shall be one (1) year and twenty-five (25) years, respectively; the purposes for which the money derived from the sale of the bonds will be expended shall be as more fully set forth in the Official Ballot; the City currently has $43,225,000 aggregate principal amount of general obligation tax debt outstanding and the constitutional debt limit of the City as of the date of adoption of this resolution is $673,604,900, being twenty-six percent (26%) of the net assessed full cash value of the taxable property in the City, which debt limit is based on an estimated value provided by the assessor of Maricopa County, Arizona (the "County") for 2023/2024.

Section 2. That the Official Ballot shall be in substantially the form attached as Exhibit A hereto.

Section 3. (A) That notice of the Election shall be given by mailing an informational pamphlet (the "Informational Pamphlet") to each household with the City that contains a registered voter not less than thirty-five (35) days before the date of the Election.

(B) That the Informational Pamphlet shall be prepared by the Clerk of the City, and the Clerk of the City is hereby authorized and directed to cause the Informational Pamphlet to be provided as and under the circumstances described herein in the form she deems acceptable.

(C) That, pursuant to Section 35-454, Arizona Revised Statutes, as amended, the City hereby sets the date of July 28, 2023, at the hour of 5:00 p.m., as the deadline to submit arguments "for" and "against" the authorization to issue the bonds.

(D) That the Clerk of the City is hereby authorized to request arguments "for" and "against" the subject matter of the Election by providing notice in the form and by the means attached as Exhibit B hereto (the "Request for Arguments"). The Clerk of the City is authorized to revise the Request for Arguments as necessary to comply with all applicable laws.

Section 4. That the Informational Pamphlet shall contain the information required by Section 35-454, Arizona Revised Statutes, as amended, and a sample of the Official Ballot, and shall be in a form the Clerk of the City deems acceptable.

Section 5. That the Clerk of the City is hereby authorized and directed to have the Official Ballot printed, delivered to the appropriate locations and then forwarded to the qualified electors of the City offering to vote at the Election.

Section 6. That in order to comply with the Voting Rights Act of 1965, as amended, the following materials pertaining to the Election shall be translated into Spanish and mailed or distributed in each instance where mailing or distributing of such materials is required, to-wit: Request for Arguments, Informational Pamphlet, Official Ballot, Absentee/Early Voting Materials and Voting Instructions.

Section 7. (A) That the Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.

(B) That absentee/early voting with respect to the Election shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.

(C) That the Election may be conducted (i) using either electromechanical or electronic vote recording and ballot counting equipment or paper ballots, or (ii) as a mailed ballot election as provided in Section 16-409, Arizona Revised Statutes, in each case as shall be determined to be in the best interests of the City by the Clerk of the City.

(D) That the Clerk of the City is authorized and directed, if necessary, to enter into a contract with the County Recorder of the County to obtain precinct registers for the Election and to enter into an agreement with the Elections Department of the County to conduct the Election for the City.

(E) That all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.

(F) That the Clerk of the City is hereby authorized to take all necessary action to facilitate the Election.

Section 8. (A) That the official returns from the Election shall be made to the Mayor and Council of the City within twenty (20) days from the date of the Election and the Election shall be canvassed and the results thereof certified by the Mayor and Council of the City at a meeting to be held within twenty (20) days after the date of the Election, as provided by law.

(B) That the Clerk of the City on behalf of the Mayor and Council of the City shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Surprise, Arizona, on May 16, 2023.

.....
Mayor, City of Surprise, Arizona

ATTEST:

.....
Clerk, City of Surprise, Arizona

APPROVED AS TO FORM:

.....
City Attorney, City of Surprise, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2023-59 was duly passed and adopted by the Mayor and Council of the City of Surprise, Arizona, at a regular meeting held on May 16, 2023, that the vote thereon was ..... ayes, ... nays, and that the Mayor and ..... Council members were present thereat.

.....
Clerk, City of Surprise, Arizona

EXHIBIT A

FORM OF OFFICIAL BALLOT

QUESTION NO. 1: TRANSPORTATION
ISSUANCE OF BONDS PAYABLE FROM
SECONDARY (AD VALOREM) PROPERTY TAX

Purpose: Transportation projects

Amount: $66,000,000

Description: Shall the City of Surprise, Arizona (the "City"), be authorized to incur indebtedness in the total principal amount of not to exceed $66,000,000 by the issuance and sale of bonds of the City for the purpose of providing funds for transportation projects, including the costs to design, engineer, acquire, improve, construct and reconstruct road improvements to reduce traffic congestion and improve safety, including but not limited to segments of Waddell Road, Happy Valley Road, Cactus Road and 163rd Avenue, and all necessary and related facilities and equipment and any and all appurtenances related thereto or land therefor by purchase or any other method of acquisition, and to pay all costs incidental to any of the foregoing and to the sale and issuance of such bonds or any series thereof, to be issued as general obligation bonds of the City, payable from secondary (ad valorem) property taxes levied upon all of the taxable property in the City, to mature not more than 25 years from their date and to bear interest at a rate of not to exceed 8% per annum?

The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on bonds.

A "YES" vote shall authorize the governing body of the City to issue and sell $66,000,000 of general obligation bonds of the City to be repaid with secondary property taxes.

A "NO" vote shall not authorize the governing body of the City to issue and sell such bonds of the City.

BOND APPROVAL, YES □ BOND APPROVAL, NO □

QUESTION NO. 2: PUBLIC SAFETY
ISSUANCE OF BONDS PAYABLE FROM
SECONDARY (AD VALOREM) PROPERTY TAX

Purpose: Public safety projects

Amount: $34,000,000

Description: Shall the City of Surprise, Arizona (the "City"), be authorized to incur indebtedness in the total principal amount of not to exceed $34,000,000 by the issuance and sale

of bonds of the City for the purpose of providing funds for public safety projects, including the costs to design, engineer, acquire, improve, construct, reconstruct, equip, furnish, and expand public safety facilities, including but not limited to a fire station and a police substation and the acquisition of land for additional public safety facilities, and all necessary and related facilities and equipment and any and all appurtenances related thereto, and to pay all costs incidental to any of the foregoing and to the sale and issuance of such bonds or any series thereof, to be issued as general obligation bonds of the City, payable from secondary (ad valorem) property taxes levied upon all of the taxable property in the City, to mature not more than 25 years from their date and to bear interest at a rate of not to exceed 8% per annum?

The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on bonds.

A "YES" vote shall authorize the governing body of the City to issue and sell $34,000,000 of general obligation bonds of the City to be repaid with secondary property taxes.

A "NO" vote shall not authorize the governing body of the City to issue and sell such bonds of the City.

BOND APPROVAL, YES □ BOND APPROVAL, NO □

EXHIBIT B

FORM OF REQUEST FOR ARGUMENTS

REQUEST FOR ARGUMENTS FOR AND AGAINST THE AUTHORIZATION OF SALE AND ISSUANCE OF BONDS PAYABLE FROM A SECONDARY (AD VALOREM) PROPERTY TAX BY THE CITY OF SURPRISE, ARIZONA TO BE CONSIDERED BY THE VOTERS OF THE CITY AT AN ELECTION TO BE HELD ON NOVEMBER 7, 2023

Pursuant to Resolution No. 2023-59 adopted by the Mayor and Council of the City of Surprise, Arizona (the "City"), on May 16, 2023 (the "Resolution"), a special election in and for the City was ordered and called to be held on November 7, 2023 (the "Election").

Notice of the Election will be given by mailing an informational pamphlet. Such informational pamphlet is to include arguments for and against the authorization of the issuance of bonds payable from a secondary (ad valorem) property tax by the City to be considered at the Election. (The text of the questions to be considered at the Election is included in the Resolution which is available at the Office of the City Clerk at 16000 N. Civic Center Plaza, Surprise, Arizona 85374-7463.) Any person interested in providing any such argument(s) is hereby requested to provide the same to the City Clerk in electronic format at [insert email address], before 5:00 p.m., Arizona Time, on July 28, 2023.

Each argument filed shall not exceed 300 words and, in accordance with Arizona Revised Statutes, shall contain the sworn statement of each person sponsoring it; if the argument is submitted by an organization, it shall contain the sworn statement of two executive officers of the organization or if submitted by a political committee it shall contain the sworn statement of the committee's chairman or treasurer. If the argument is submitted by an individual and not on behalf of an organization, a political committee or any other group, the person shall submit the argument with a sworn, notarized statement. Each argument filed shall also be submitted in electronic format to the City Clerk's Office at [insert email address]. The person or persons signing the argument shall identify themselves by giving their residence address and a telephone number, which shall not appear in the informational pamphlet. Any argument that is submitted that does not comply with the above requirements may not be included in the informational pamphlet.

If you have any questions about the foregoing, please contact the City Clerk at 623-222-1220.

/s/ Sherry Ann Aguilar, MMC
.....
City Clerk, City of Surprise, Arizona

[This Request for Arguments (along with the Spanish translation thereof) should be posted at all places at which notices of meetings of the Mayor and Council of the City are posted and will be published in a newspaper of general circulation in the jurisdiction of the City of Surprise.]

SURPRISE
ARIZONA

General Obligation Bond Election November 7, 2023

May 16, 2023

General Obligation Bond 2023

$100 Million – General Obligation (GO) Bond Authority

$66M Transportation Projects

- Focus on traffic congestion and traffic safety (including but not limited to):
  - Segments of Waddell Rd, Cactus Rd, Happy Valley Rd, and 163rd Ave

$34M Public Safety Projects

- Public Safety facilities to include fire station, police substation, and land for future facilities.

General Obligation Bond 2023

Secondary Property Tax Impact

- Maintain tax rate of $0.3880
- Growth in assessed valuation from new residential and commercial

General Obligation Bond 2023

Next steps – Public Outreach

- Requesting arguments for and against
- Community meetings
- Voter information pamphlet

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 16, 2023
Submitting Department: Legal
Staff Recommendations: None

Contact Person: Robert Wingo, CITY ATTORNEY
District: Internal

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

Agenda Wording:
Consideration and action to recess into executive session for discussion and consultation for legal advice with the City Attorney pertaining to rezoning and major Planned Area Development amendments pursuant to A.R.S. 38-431.03(A)(3).

Motion:
I move to recess into executive session for discussion and consultation for legal advice with the City Attorney pertaining to rezoning and major Planned Area Development amendments pursuant to A.R.S. 38-431.03(A)(3).

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS: