



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

Tuesday, June 4, 2019 @ 6:15 PM

COUNCIL CHAMBERS

Amended agenda 6/3/19 at 9:35 AM 1) item #20 (updated resolution) and
2) item #13 (added informational report)

- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Proclamation and Community Acknowledgements
Monsoon Safety Week
- E. City Manager Report

- F. City Clerk Report

- G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

[Download the Call to the Public form](#) (PDF download requires Adobe Acrobat Reader)

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

The Call to the Public form is also available at the front counter.

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

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

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

- H. Regular City Council Meeting Agenda

CONSENT AGENDA:

1.	Citywide	Consideration and action on the minutes of May 21, 2019 Regular City Council Meeting and executive session.	None Sherry Aguilar City Clerk
2.	Citywide	Consideration and action pertaining to approval of updated FY2020 City of Surprise Comprehensive Financial Management Policies; Resolution 2019-72.	None Brandi Flores Andrea Davis Finance
3.	Citywide	Consideration and action approving the FY2020 Public Safety Personnel Retirement System Pension Funding Policy; Resolution # 2019-49.	None Brandi Flores Andrea Davis Finance
4.	Citywide	Consideration and action pertaining to approval of an Amendment to the Intergovernmental Agreement with Maricopa County to continue providing Community Action Program services for Fiscal Year 2020 and acceptance of grant funding in the amount of \$86,955 to support operations of the Surprise Resource Center; Resolution #2019-59.	None Paul Bernardo Human Svcs and Comm Vitality
5.	District 1	Consideration and action pertaining to acceptance of a Dedication of Public Right of Way from Estrella Freeway/Lake Pleasant Limited Partnership at Happy Valley and Bullard Avenue.	None Chris Boyd Community Development
6.	District 1	Consideration and action pertaining to acceptance of a Dedication of Public Right of Way from Pensco Trust Company, LLC on Happy Valley near Reems.	None Chris Boyd Community Development
7.	District 5	Consideration and action pertaining to a Grant of a Utility Easement to APS to service to the Ottawa University gym.	None Chris Boyd Community Development
8.	District 5	Consideration and action pertaining to the grant of an Utility Easement to APS to Service Ottawa University gym site.	None Chris Boyd Community Development
9.	Citywide	Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise and the Arizona Departmental of Revenue regarding Transaction Privilege Tax Administration; Resolution #2019-65.	None Andrea Davis Finance

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|-----|------------|--|--|
| 10. | Citywide | Consideration and action pertaining to an amendment of the Fiscal Year 2019 budget by reallocating appropriations of \$20,000 from Contingency within the Grants Fund to FFY19 GOHS DUI Enforcement Fund to cover overtime expenses for impaired driving enforcement and \$21,000 to FFY19 GOHS STEP OT and Supplies for the purchase of six (6) speed signs; Resolution #2019-64. | None

Terry Young
Police |
| 11. | District 1 | Consideration and action declaring the City's intention to create the "SU-Rancho Mercado South 182" Street Light Improvement District pursuant to A.R.S. § 48-616; Resolution #2019-62. | None

Mike Gent
Public Works |
| 12. | Citywide | Consideration and action pertaining to adjustment of the Fiscal Year 2019 \$50,000 Contract Authority List for Glendale Regional Public Safety Training Center (GRPSTC); Resolution #2019-67. | None

Tom Abbott
Fire - Medical |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|-----|------------|--|---|
| 13. | District 1 | Presentation and discussion of case FS18-417 Marisol Ranch Annexation, in accordance with Arizona Revised Statutes 9-471(A)(3), a public hearing is required to be held after filing a blank petition within the last ten days of the thirty day waiting period. | None

Joshua Mike
Community
Development |
| 14. | District 1 | Consideration and action on a Preliminary Plat for Heritage Asante Parcel 5 generally located west of 163rd Avenue and north of Grand Avenue. | None

Sergio Angulo
Community
Development |
| 15. | District 1 | Consideration and action on a Preliminary Plat for Heritage Asante Parcel 1 generally located west of 163rd Avenue and north of Grand Avenue. | None

Sergio Angulo
Community
Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|------------|--|---|
| 16. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled "Final Plat of Heritage Asante – Parcel 5", generally located north of Grand Avenue and west of 163rd Avenue. | None

Sergio Angulo
Community
Development |
| 17. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled "Final Plat of Heritage Asante – Parcel 1", generally located north of Grand Avenue and west of 163rd Avenue. | None

Sergio Angulo
Community
Development |
| 18. | District 1 | Consideration and action pertaining to approval of a Development Agreement between the City of Surprise and Metro Oasis, LLLP; Resolution 2019-51. | None

Lloyd Abrams
Community
Development |

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|-----|------------|---|---|
| 19. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled "Final Plat for Desert Oasis Phase 1 – Parcel L-3", generally located south of Dynamite Boulevard and west of 171st Avenue; Resolution 2019-68. | None

Sergio Angulo
Community
Development |
| 20. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled "Final Plat for Desert Oasis Phase 1 – Parcel L-4A", generally located south of Dynamite Boulevard and west of 171st Avenue; Resolution 2019-69. | None

Sergio Angulo
Community
Development |
| 21. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled "Final Plat for Desert Oasis Phase 1 – Parcel L-4B", generally located south of Dynamite Boulevard and west of 171st Avenue; Resolution 2019-70. | None

Sergio Angulo
Community
Development |
| 22. | District 3 | Consideration and action on authorizing Mayor and Council to enter into a Cooperative Infrastructure Improvement Agreement for Waddell Road with Westcor/Surprise LLC, Resolution 2019-71 | None

Michael Boule
Public Works |
| 23. | Citywide | Consideration and action on the Economic Development Incentive Agreement for National Indoor RV Centers; Resolution 2019-60. | None

Jeanine Jerkovic
Economic
Development |
| 24. | District 1 | Consideration and action pertaining to acceptance of a Warranty Deed and Drainage Easement from the Wong Revocable Living Trust for Right of Way on Pinnacle Peak near 163rd Avenue; Resolution #2019-79. | None

Chris Boyd
Community
Development |
- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

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

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

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: June 3, 2019 at 9:35 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: June 4, 2019
Submitting Department: Mayor and Council
Staff Recommendations: None

Contact Person: Tracy Montgomery
District: Citywide

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

Agenda Wording:

Monsoon Safety Week

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the minutes of May 21, 2019 Regular City Council Meeting and executive session.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. May 21 2019 REG
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CITY OF SURPRISE
Regular City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, May 21, 2019 @ 6:00PM

Call To Order

Roll Call

Mayor Hall called the Regular City Council Meeting to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, May 21, 2019. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Member Duffy; Council Member Hayden, Council Member Sanders; Council Member Judd and Council Member Remley.

Staff present:

City Manager, Michael Frazier; Assistant City Attorney, Ellen Van Riper and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

National Public Works Week.

City Manager Report

Reports

- Glenn Stark, Nicky D. Bacon, VFW post 285, presenting 2018 public safety awards to police and fire, an annual event. Police Department - Officer Mulligan; Fire Dept., 2 awards - FF of the Year, Ryan Ellis and EMT of the Year, Mike Nierbence
- Surprise City Court Academy - Judge Dominguez presented a report on the program taking place in our City Court. Introduced the academy members and gave an outline of what the academy goals are for this past year. Nicholas Nelson, 4 year academy member spoke on the program.
- Update from youth council members: Bailey Rice and Ian Petrow. Youth Council 2 day retreat; Dysart Unified School District graduation May 18, 2019 - 1,800 graduates. College and military opportunities.

City Clerk Report

2. Consideration and action to approve appointment of John Holland to the City Audit Committee for the remainder of the term through June 30, 2020 - APPROVED

Vice Mayor Winters the motion to approve the appointment of John Holland to the City Audit Committee for the remainder of term through June 30, 2020. Council Member Judd seconded the motion. Seven yes votes, motion carried.

City Clerk Aguilar administered the Oath of Office.

Call To The Public

Linda Cabrera - Community Garden at Benevilla. Update on events and needs of the community garden.

Regular City Council Meeting Agenda

CONSENT AGENDA:

1. Consideration and action for the maintenance of the streets and public utility improvements at Zanjero Trails Phase 2 Parcel 16 & 17, generally located at Peoria Avenue and Perryville Road; Resolution # 2019-52 - APPROVED

2. Consideration and action for the maintenance of the streets and public utility improvements at Sycamore Farms, Parcel 12, Phase 2; Resolution # 2019-54- APPROVED

3. Consideration and action pertaining to adjustment of the Fiscal Year 2019 \$50,000 Contract Authority List for Court security, vehicle repair, and public defender contracts; Resolution #2019-58- APPROVED

4. Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of May 7, 2019 - APPROVED

5. Consideration and action to approve a request by Nicolas Carl Guttilla (Agent) for a series 09 Liquor Store license for Safeway #1997 located at 17049 W. Bell Road, Surprise, AZ 85374- APPROVED

6. Consideration and action to approve a request by Zindy Torres (Applicant) for a series 12 Restaurant Liquor License for Tacos Calafia located at 17239 N. Litchfield Road, #68, Surprise, AZ. 85374- APPROVED

7. Consideration and action to approve a request by Kathryn Loscheider (Agent) for a Series 12 Restaurant Liquor License for Fellowship Square Surprise located at 16477 W. Bell Road, Surprise, AZ. 85374- APPROVED

8. Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and City of Phoenix for fire-medical dispatch services; Resolution # 2019-41- APPROVED

Vice Mayor Winters made the motion to approve the consent agenda. Council Member Remley seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

9. Presentation and discussion pertaining to proposed amendments to Chapter 38 of the Surprise Municipal Code, relating to parks and recreation - NO ACTION

Community and Recreation Services Director, Donna Miller gave a powerpoint presentation on this item.

Council Member Judd - fishing regulations, aren't they already administered by Arizona Game and Fish? Are we working with the State to keep the wording the same? Dogs, removing a dog that causes injury, will we ban them from the park? Have we considered a permit to enter the park?

Vice Mayor Winters - How many park rangers do we have right now?

Ms. Miller - Currently we have one and hiring for this position.

Ms. Miller -Police officers assist when needed.

Mayor Hall - Will you bring back in June for action?

10. Consideration and action changing the name of the Community and Recreation Advisory Commission to the Parks and Recreation Advisory Commission; Ordinance #2019-13 - APPROVED

Community and Recreation Services Director, Donna Miller gave a brief overview for this item.

Vice Mayor Winters - Was the CRS Commission called Parks and Recreation before?

Council Member Judd made the motion to approve Ordinance 2019-13. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

12. Consideration and action pertaining to adoption of an amendment to the Land Use Assumptions and Infrastructure Improvements Plan pursuant A.R.S. 9-463.05(D)(10); Resolution # 2019-50 - APPROVED

Finance Director, Andrea Davis and Asst, Finance Director, Holly Osborn gave a powerpoint presentation on this item.

Council Member Remley - Amending the impact fee schedule, correct?

Ms. Davis - this is a continued conversation with the developer.

Council Member Sanders made the motion to approve Resolution 2019-50. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

11. Consideration and action pertaining to approval of an amendment to the Comprehensive Citywide Fee Schedule; Resolution # 2019-53 - APPROVED

Community and Recreation Services Director Donna Miller and Christine Fredrickson gave a brief powerpoint presentation on this item.

CM Remley - Where is the fee for the Villanueva recreation center? Under recreation center rentals.

Council Member Remley - Why are we only charging \$15. for an insufficient funds fee?

Finance Director, Andrea Davis - it's a fee that is determined by our Finance Dept.

Council Member Remley made the motion to approve Resolution 2019-53. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

13. Consideration and action pertaining to an amendment to Chapter 54, Article I, Section 54-8 of the Surprise Municipal Code relative to the use of handheld mobile devices or portable electronic devices while driving; Ordinance # 2019-15 - FAILED

Police Chief, Terry Young gave a powerpoint presentation on this item. Options for amendments to the current Ordinance were presented for enforcement. Chief Young explained the differences in exemptions.

Vice Mayor Winters - I like our ordinance better, don't like the State provisions. We need to keep our ordinance until we have to switch over.

Council Member Duffy - I like our ordinance, I would like to keep it until we have to change.

Council Member Judd - I would like to see how the State ordinance is written as soon as possible for the safety of our residents.

Council Member Sanders - I do like our ordinance as well. If not today, is there another time option available?

Chief Young - Anytime between now and the time the law goes into effect. I agree with the language in our current ordinance. The motorists that are moving it is more difficult to enforce than at a stop light.

Council Member Sanders - Do you know what other cities are doing?

Chief Young - If they don't have an ordinance, then state law is mandated.

Council Member Remley - Can our ordinance ever be more restrictive than the State law?

Chief Young - No!

Council Member Hayden - If we go by the State law, they are just giving warnings, do we have to abide by this?

Chief Young - Only cities and towns that didn't have an ordinance in place.

Mayor Hall - I commend you with complying with the State law and being consistent. What if legislators change their language? I am for our ordinance until we have to make the change.

Ian - Looking for clarification, discrepancy stop lights and railroads, if we keep this ordinance, what if officers aren't able to implement.

Vice Mayor Winters - If we vote for 2019-15, voting to amend to the State Law.

Council Member Judd made the motion to approve Ordinance 2019-15. Council Member Hayden seconded the motion. Three yes votes, four no votes (Hall, Winters, Duffy and Hayden), motion failed.

14. Consideration and action pertaining to the adoption of updated Development Fees; Resolution # 2019-61 - APPROVED

Jackson Moll - Homebuilders association - registered lobbyist. For the most comfortable that they are consistent. One issue not adequately addressed. Water Resource fee. Calculated fee far exceeds the cost to buy physical water and retention. It would be more fair that the City workout this issue.

Troy Wahlberg - Vice-President of William Lyon homes - working with staff, concerned about the water resource fee. It is not adequate for coming growth. Ask that City remove this resource fee for additional research.

Mayor Hall asked DCM, Terry Lowe to answer the questions on the water resource fees.

Terry Lowe gave an explanation of the water resource fee and policy. It's an option that we have for an unpredictable market.

Council Member Sanders - City's willingness to work with the stakeholder's, I like the known and published rates, I like the certainty, I don't think it would be fair to hold you to 60 days to come up with a resolution, I like it as is.

Vice Mayor Winters - Is there any room for compromise?

Yes, the market is all over the board, the potential shortages of water is possible, if we start collecting now, we have reserve for the future.

Council Member Remley - sounds like we have been good negotiators, is that correct? If the developer brings the water that is great, if not, this is the fee, correct?

Mr. Lowe - Yes.

Mayor Hall - Respect the speaker's comments and concerns, I think we will be fair and work with them.

Council Member Duffy made the motion to approve Resolution 2019-61. Council Member Remley seconded the motion. Seven yes votes, motion carried.

15. Consideration and action pertaining to disestablishing the Tourism Advisory Commission; Ordinance # 2019-17 - APPROVED

Mayor Hall added this item for council consideration and gave the history of creating the Tourism Commission.

Examples: BBQ Festival, Country/Western Festival at the stadium; Classic Car Show; Thunderbird Art Festival; Arizona Office of Tourism, money from Prop 302, the money flowed to Wickenburg, then back to the Chamber of Commerce. We became the designated marketing destination. Really good strategic plan in place right now. In 2017, the City Council said let's create a Tourism department with full time employees. I think that is a council commitment, visitation comes in spends money, very little services are required. At this point, the Tourism Board has served its purpose, I appreciate all the work that has been done in the past, now the staff can bring things to the City Council for approval. This is the background on this.

Vice Mayor Winters - I was on the Council before the Tourism Commission was formed. It was to bring events here, it has been 10 years and I want to know what they have brought to Surprise.

Council Member Duffy - I am confused, I don't understand where all of this is coming from. Why don't we let them try to see what they can do?

Mayor Hall - I think it is another level of bureaucracy. This tourism fund is a big number, the Tourism staff can bring forward items for approval. Every tourism meeting you are tying up 4 staff members. I would rather have them working on visitors and events, this is where I am at.

Council Member Duffy - I understand where you are coming from, I disagree with eliminating them.

Council Member Remley - The public always asks, we would like to know about what is going on. The Committees reporting to the Council on a regular basis. We sometimes forget we have thousands of people watching every meeting, maybe we will get better participation.

Council Member Judd - What is the Tourism Commission mission? What have they brought recently?

Mayor Hall - I can't answer that.

Vice Mayor Winters made the motion to approve Ordinance 2019-17. Council Member Remley seconded the motion. Six yes votes, one no vote (Duffy), motion carried.

Vice Mayor Winters made the motion to recess the Regular City Council Meeting and enter into executive session at 7:55 PM. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Executive Session

17. Consideration and action to enter into executive session for the purpose of discussion or consultation with attorneys in order to receive legal advice, and to provide instruction regarding the Council's position pertaining to the lease of real property under the Chamber of Commerce contract(s) pursuant to A.R.S. 38-431.03(A)(3), (4), and (7).

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

16. Consideration and action pertaining to membership in the Surprise Regional Chamber of Commerce and the Chamber's use of City owned real property located at 16626 North Civic Center Plaza – APPROVED (Directing staff to negotiate membership with the Chamber of Commerce and to allow the current license agreement for use of the space at city hall to expire within sixty days thereafter to vacate)

Mike Hoover gave a brief overview of the Chamber of Commerce membership and use of the facility.

Council Member Judd made the motion to approve directing staff to negotiate membership with the Chamber of Commerce and to allow the current license agreement for use of the space at city hall to expire within sixty days thereafter to vacate. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

City Council Reports

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

Council Member Remley - Monday is Memorial Day, weekend of activities, remember what this day is all about and what it is for. District 4 meeting on Wed., May 22, 2019 - 6:00 p.m., President of Gorman, builder of housing unit on Nash Street in OTS. Affordable Housing Unit.

Council Member Hayden - WESTMEC Economic Development; ACA Volunteer breakfast; Surprise Police Department celebration;

Vice Mayor Winters - CHANCE Shelter in Surprise, 1st shelter in Surprise, working hard on this project. In Phoenix on Saturday, Valley Board Member, ribbon cutting extension of light rail going into Mesa.

Council Member Judd - Attended the Police Celebration Dinner, great event; 7 life saving awards, officers in the line of duty; Joint Outreach Meeting; attended the WESTMEC meeting, transportation and water.

Council Member Sanders, meet and greet last night, very nice residents sharing their opinions, Orchard HOA Meeting, Police Appreciation Ceremony, wonderful time.

Council Member Duffy - Youth Council attended second day of the retreat, the ideas they had are very important, life skills for students, mental health, Police Appreciation Dinner, played lasertag.

Mayor Hall - Attended many of the same events as the Council, Youth Council retreat was very impressive. Sun City Elks Youth Awards Dinner, Surprise kids received scholarships. ACA Volunteer breakfast, does a fabulous job. A+ designation as a school. 80% of students are on a fixed lunch. Police Appreciation Dinner, love attending this event every year.

Adjournment

Council Member Remley made the motion to adjourn the Regular City Council Meeting of May 21, 2019 at 8:29 PM. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, May 21, 2019.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019

Contact Person: Brandi Flores, PROC & POLICY
ANYLST, Andrea Davis, DIRECTOR - FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

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

Consideration and action pertaining to approval of updated FY2020 City of Surprise Comprehensive Financial Management Policies; Resolution 2019-72.

Motion:

I move to approve Resolution 2019-72.

Background:

Comprehensive Financial Management Policies

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 Find Balance, and Financial Reporting. For FY2020, staff is recommending the following revisions:

Operating Management Policy #5 through #8

- Transition authority from City Council to the City Manager to move appropriation from part-time and overtime to/from any other category and move appropriation to full-time from any other category. This transition of authority will aid in minimizing the administrative burden related to personnel budget amendments, and aligns with the City Manager's authority granted by Surprise Municipal Code Chapter 3 Article II Section 3-20 (c) related to personnel/classification changes. City Council will continue to approve amendments which move appropriation from full-time to any other category, any change to the full time equivalent (FTE) count, and any change to the count of full-time positions.
- Transition authority from the City Manager to Department Directors to move non-CIP capital between divisions which is reflective of current practice.
- Remove reference to the City Manager's authority to move minor-CIP between divisions as this terminology is obsolete.
- Eliminate the Finance Director's authority to move appropriation between Community and Recreation Services and Sports & Tourism since they are now separate departments.
- Broaden the Finance Director's authority as it relates to City Council approved development agreements to include all movement of appropriation.
- Clarify Department Director authority to move all appropriation related to personnel and non-CIP capital between divisions.
- Clarify the process of City Council notification when the City Manager or Finance Director approves an amendment related to targeted savings, carryforward, development agreements, debt service obligations, or emergency reserve. In these instances, the City Manager and/or Finance Director will present the item to City Council to formalize the budget amendment by Resolution.

Capital Management Policy #31

- Incorporate the option to publish the Capital Improvement Plan (CIP) as a stand-alone document, and not only as part of the annual budget book. This will minimize the size of the annual budget book and help make the CIP easier to access and view.

Minimum Fund Balance Policy #48.g through #48.j

- Update the utility fund reserve requirements to reflect the amounts set forth in the Utility Rate Study as approved by City Council on February 19, 2019.

Minimum Fund Balance Policy #48.k

- Establish the Risk Management Fund minimum fund balance in the amount of \$750,000 which is equal to 3x the maximum annual loss.

- Eliminate the requirement for a periodic actuarial evaluation to recommend a funding level.

Financial Reporting Policy #53

- Change the frequency of financial reports presented to City Council from monthly to quarterly. Due to the timing of revenue and expenditures, quarterly reporting will provide a much more comprehensive view on financial performance. Reports can be presented more frequently than quarterly but policy will not require it.

Objective Analysis:

The City's Comprehensive Financial Management 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:

Revised minimum fund balance requirements have been incorporated as part of the FY2020 City Manager's Recommended Budget.

FTE Impact:

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

ATTACHMENTS:

1. FY2020 Financial Policies 060409 redline
 2. FY2020 Financial Policies 060419 final
 3. FY2020 Policy Updates 060419
 4. 19.05.22 Res 2019-72
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CITY OF SURPRISE, ARIZONA
COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES
EFFECTIVE JULY 1, 2018⁹

Introduction

The City Council's Strategic Plan Framework, goals, and objectives provide the foundation for the comprehensive financial management policies. The City's comprehensive financial 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 City Council strives to build a financially resilient government through financial policies and long-term financial planning. 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. City Council has the authority to amend the adopted budget for movement between funds or departments; movement ~~to or~~ from full-time personnel ~~to and~~ any other category; any change to the full-time equivalent (FTE)

- count or number of full-time positions; any change to grant or major Capital Improvement Plan (CIP) ~~projects~~ projects; and all use of contingency.
6. The City Manager has the authority to amend the adopted budget for use of the Emergency Reserve; ~~movement between part-time personnel and full-time personnel; appropriation, movement of part-time personnel to or from any other category; movement of overtime personnel to or from any other category; and movement to full-time personnel from any other category of non-CIP projects or minor CIP projects between divisions.~~ The City Manager shall provide a summary report to the City Council on ~~the movement of these funds~~ any use of the Emergency Reserve who will then take ~~official~~ action on the necessary budget amendment by Resolution.
 7. The Finance Director has the authority to amend the adopted budget related to targeted savings; carryforward; ~~and developer reimbursements~~ development agreements and or debt service obligations when the agreement has been previously approved by City Council; ~~and adjustments between the Community and Recreation Services Department and Sports and Tourism Department.~~ The Finance Director shall provide a summary report to the City Council on the movement of these funds who will then take ~~official~~ action on the necessary budget amendment by Resolution.
 8. Department Directors have the authority to amend the adopted budget for the movement of supplies, services, non-CIP capital, and personnel between divisions.
 9. 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.
 10. Regional considerations and intergovernmental relationships will be evaluated to fund both operating services and capital projects.
 11. The City Council will consider citizen input and review the operating and capital budget recommendations from an outcome and goals perspective.
 12. A diversified revenue system will be developed to protect City services.
 13. 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.
 14. To ensure that the City does not become overly reliant on "one-time" revenues for operating needs, the first \$1.25 million received in revenues from the two and two-tenths percent (2.2%) transaction privilege tax on construction will be retained in the General Fund. Any additional amount will be recorded in the General Capital Fund and will be used to fund the Capital Improvement Plan.
 15. The City currently imposes an additional one and one-half percent (1.5%) transaction privilege tax on construction dedicated to the construction of new roadways and to refurbishing existing transportation corridors. The revenue is recorded in the Transportation Improvement Fund and will be used to fund transportation projects in the Capital Improvement Plan.
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sports tourism facility development and improvement and twenty-five percent (25%) on marketing, studies, and special events.

17. 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.
18. 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.
19. Grant funding will be considered to leverage City funds and requires City Council approval prior to acceptance.
20. 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.
21. 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.
22. 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.”
23. 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.
24. The City will optimize the efficiency and effectiveness of its services to reduce costs and improve service quality.
25. 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.
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27. All initial inter-fund loans must be approved by City Council.
28. All use of budgetary contingency accounts must be approved by City Council prior to being expended.

Capital Management Policies

29. 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.
30. The Capital Improvement Plan will include funding to support repair and replacement of capital equipment and infrastructure. If not fully expended within the fiscal year it is appropriated, funding to support repair and replacement of capital equipment and infrastructure will not rollover to subsequent years. 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.

31. Future operating, maintenance, and replacement costs associated with new capital improvements will be ~~included as a schedule within the annual budget document published~~. Capital projects will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.
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35. 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.
36. 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 which must include a valuation of the assets.

Debt Management Policies

37. 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.
38. 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.
39. 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).
40. Municipal Property Corporation, trust agreements, and contractual debt, all of which are non-voter approved, will be utilized only when approved by City Council.
41. 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.
42. Utility rates will be established to ensure the ratio of net revenues to debt service meets bond indenture requirements.
43. 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.

44. 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.
45. 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

46. 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.
47. Minimum fund balance requirements will be evaluated annually for long-term adequacy and use requirements.
48. The City has formally adopted a minimum fund balance policy for the following governmental funds:
 - a. The General Fund will have a three-part reserve as follows:
 - i. The City will maintain an Emergency Reserve in the General Fund of one and sixty-seven hundredths percent (1.67%) of the average of budgeted personnel, supplies, and services expenses over a two-month period for that year's Council Adopted Budget for the General Fund, Ground Ambulance Fund, and the Highway User Revenue Fund. The Emergency Reserve is 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 to the one and sixty-seven hundredths percent (1.67%) level within the next fiscal year following the fiscal year in which the event occurred.
 - ii. The City will maintain an additional General Fund Operating Reserve in the amount of ten percent (10%) of the average of budgeted personnel, supplies, and services expenses over a two-month period for that year's Council Adopted Budget for the General Fund, Ground Ambulance Fund, and the Highway User Revenue Fund. The Operating Reserve is 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 to the ten percent (10%) level within two fiscal years following the fiscal year in which the event occurred.
 - iii. The City will maintain an additional General Fund Budget Stabilization Reserve in the amount of five percent (5%) of the average of budgeted personnel, supplies, and services expenses

over a two-month period for that year's Council Adopted Budget for the General Fund, Ground Ambulance Fund, and the Highway User Revenue Fund. The Budget Stabilization Reserve is used 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 to the five percent (5%) level 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. Within the Water, Waste Water, Stormwater, and Solid Waste Funds, an amount will be maintained equal to the average budgeted personnel, supplies and services expenses over a two-month period for that year's Council Adopted Budget.~~
- ~~h. Within the Water, Waste Water, Stormwater, and Solid Waste Funds, an additional amount will be maintained for repair and replacement at a minimum of two percent (2%) of all tangible capital assets of the system.~~
- 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 budgeted operating sources for that year's Council Adopted Budget for the Water Fund.
 - 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 budgeted operating sources for that year's Council Adopted Budget for the Wastewater Fund.
 - i. The Stormwater Fund will have a two-part reserve as follows:
 - i. The City will maintain an amount ~~will be maintained~~ 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 ~~all~~ tangible capital assets of the system as of June 30 from the previous fiscal year for repair and replacement.
 - 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 budgeted operating sources for that year's Council Adopted Budget for the Solid Waste Fund.
 - iv. As the Solid Waste Utility has excess revenues, the City will maintain a phased Contingency Reserve equal to one-half percent (0.5%) beginning in FY2022 and increased to one percent (1%) for each subsequent year through FY2024.
2. a.k. The Risk Management Fund will maintain an amount that, together with purchased insurance policies, will adequately indemnify the City. ~~An actuarial evaluation will be performed periodically to recommend~~The appropriate funding levels 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.
- b.l. The Healthcare Self-Insurance 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.
- e.m. The Workers' Compensation Self-Insurance Trust Fund will maintain an amount which, together with the purchased excess insurance policy will adequately indemnify the City. The Industrial Commission required reserve is \$1,500,000.

Financial Reporting Policies

- 49.** 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).
- 50.** An annual audit will be performed by an independent public accounting firm. The City will prepare a Comprehensive Annual Financial Report (CAFR) 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.

CAFR 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 of fund balance to meet the City's obligations, it is the City's policy to spend the least spendable fund balance available.
2. Non-spendable and restricted fund balances are determined solely by the nature of the fund balance itself.
3. 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.
4. 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).
5. In order to be reported as committed fund balance in the CAFR the City Council must approve the commitments prior to June 30th. However, the amount of the commitment may be determined after June 30th.
6. 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).

~~49-51.~~ The City's CAFR will be submitted annually to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.

~~50-52.~~ The City's Budget will be submitted to the Government Finance Officers Association (GFOA) Distinguished Budget Presentation program.

~~51-53.~~ A ~~monthly~~ quarterly financial report will be presented to the City Council.

DRAFT

CITY OF SURPRISE, ARIZONA
COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES
EFFECTIVE JULY 1, 2019

Introduction

The City Council's Strategic Plan Framework, goals, and objectives provide the foundation for the comprehensive financial management policies. The City's comprehensive financial 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 City Council strives to build a financially resilient government through financial policies and long-term financial planning. 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.
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 5. City Council has the authority to amend the adopted budget for movement between funds or departments; movement from full-time personnel to any other category; any change to the full-time equivalent (FTE) count or
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number of full-time positions; any change to grant or major Capital Improvement Plan (CIP) projects; and all use of contingency.

6. The City Manager has the authority to amend the adopted budget for use of the Emergency Reserve; movement between part-time personnel and full-time personnel; movement of part-time personnel to or from any other category; movement of overtime personnel to or from any other category; and movement to full-time personnel from any other category. The City Manager shall provide a summary report to the City Council on any use of the Emergency Reserve who will then take action on the necessary budget amendment by Resolution.
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48. The City has formally adopted a minimum fund balance policy for the following governmental funds:
 - a. The General Fund will have a three-part reserve as follows:
 - i. The City will maintain an Emergency Reserve in the General Fund of one and sixty-seven hundredths percent (1.67%) of the average of budgeted personnel, supplies, and services expenses over a two-month period for that year's Council Adopted Budget for the General Fund, Ground Ambulance Fund, and the Highway User Revenue Fund. The Emergency Reserve is 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 to the one and sixty-seven hundredths percent (1.67%) level within the next fiscal year following the fiscal year in which the event occurred.
 - ii. The City will maintain an additional General Fund Operating Reserve in the amount of ten percent (10%) of the average of budgeted personnel, supplies, and services expenses over a two-month period for that year's Council Adopted Budget for the General Fund, Ground Ambulance Fund, and the Highway User Revenue Fund. The Operating Reserve is 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 to the ten percent (10%) level within two fiscal years following the fiscal year in which the event occurred.
 - iii. The City will maintain an additional General Fund Budget Stabilization Reserve in the amount of five percent (5%) of the average of budgeted personnel, supplies, and services expenses

over a two-month period for that year's Council Adopted Budget for the General Fund, Ground Ambulance Fund, and the Highway User Revenue Fund. The Budget Stabilization Reserve is used 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 to the five percent (5%) level 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 budgeted operating sources for that year's Council Adopted Budget for the Water Fund.
 - 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 budgeted operating sources for that year's Council Adopted Budget for the Wastewater Fund.

- i. The Stormwater Fund will have a two-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.
- 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 budgeted operating sources for that year's Council Adopted Budget for the Solid Waste Fund.
 - iv. As the Solid Waste Utility has excess revenues, the City will maintain a phased Contingency Reserve equal to one-half percent (0.5%) 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 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.
- m. The Workers' Compensation Self-Insurance Trust Fund will maintain an amount which, together with the purchased excess insurance policy will adequately indemnify the City. The Industrial Commission required reserve is \$1,500,000.

Financial Reporting Policies

- 49. 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).
- 50. An annual audit will be performed by an independent public accounting firm. The City will prepare a Comprehensive Annual Financial Report (CAFR) 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.

CAFR 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 of fund balance to meet the City's obligations, it is the City's policy to spend the least spendable fund balance available.
 2. Non-spendable and restricted fund balances are determined solely by the nature of the fund balance itself.
 3. 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.
 4. 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).
 5. In order to be reported as committed fund balance in the CAFR the City Council must approve the commitments prior to June 30th. However, the amount of the commitment may be determined after June 30th.
 6. 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).
51. The City's CAFR will be submitted annually to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.
52. The City's Budget will be submitted to the Government Finance Officers Association (GFOA) Distinguished Budget Presentation program.
53. A quarterly financial report will be presented to the City Council.



Financial Policy Update

City Council Work Session
June 4, 2019

Policy Updates

- Comprehensive Financial Management Policies
 - Updated annually as part of the budget process
- Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy
 - New legislative requirement
 - A.R.S. § 38-863.01

Comprehensive Financial Management Policies

- Based on City Council's strategic plan, goals, and objectives
- Provides financial structure and long-term financial planning
- Includes policy direction related to:
 - Operating Management
 - Capital Management
 - Debt Management
 - Minimum Fund Balance
 - Financial Reporting

FY2020 Recommended Policy Changes

■ Operating Management

■ City Manager Budget Amendment Authority

- Established authority for movement of PT and OT to/from any other category and movement to FT from any other category

- Transitioned from City Council

- Aligns with SMC Chapter 3 Article II Section 3-20 (c)

- Removed authority to move minor-CIP between divisions, obsolete

■ Policy # 5 and 6

FY2020 Recommended Policy Changes

- Finance Director Budget Amendment Authority
 - Expanded to include all budget amendments related to development agreements
 - City Council approves each development agreement
 - Removed authority to move appropriation between Community & Recreation Services and Sports & Tourism
 - Departments have been separated
- Policy # 7

FY2020 Recommended Policy Changes

- City Council Notification
 - City Manager has authority to approve amendments related to Emergency Reserve and Finance Director has authority to approve amendments related to targeted savings, carryforward, development agreements, and debt service
 - City Council notification must follow
 - Notification will include action by Resolution for the necessary budget amendment
- Policy # 6 and 7

FY2020 Recommended Policy Changes

- Department Director Budget Amendment Authority
 - Established authority for movement of non-CIP capital between divisions
 - Transitioned from City Manager
 - Best practice
- Policy # 6 and 8

FY2020 Recommended Policy Changes

■ Capital Management

■ Capital Improvement Plan Publication

- Remove requirement that CIP be published in annual budget book
- Flexibility to publish as a stand-alone document

■ Policy # 31

FY2020 Recommended Policy Changes

■ Minimum Fund Balance

■ Water Fund

- Increase Operating Reserve from 2 to 3 months of budgeted personnel, supplies, and services
- Establish Rate Stabilization Reserve equal to 5% of budgeted operating sources
- Establish Resource Portfolio Reserve equal to 15% of cost of delivery and capital charges

■ Policy # 48 (g)

FY2020 Recommended Policy Changes

- Wastewater Fund
 - Increase Operating Reserve from 2 to 3 months of budgeted personnel, supplies, and services
 - Establish Rate Stabilization Reserve equal to 5% of budgeted operating sources
- Policy # 48 (h)

FY2020 Recommended Policy Changes

- Solid Waste Fund
 - Increase Operating Reserve from 2 to 3 months of budgeted personnel, supplies, and services
 - Establish Rate Stabilization Reserve equal to 5% of budgeted operating sources
 - Establish Contingency Reserve equal 0.5% beginning FY2022 and increased to 1% for each subsequent year through FY2024
 - As excess revenue is available
- Policy # 48 (j)

FY2020 Recommended Policy Changes

- Risk Management Fund
 - Funding level set at \$750,000
 - Equal to 3x the maximum annual loss
 - Together with purchased insurance policies, will adequately indemnify the City
 - Periodic actuarial evaluation to recommend funding level no longer required
- Policy # 48 (k)

FY2020 Recommended Policy Changes

■ Financial Reporting

- Financial report will be presented to City Council on a quarterly, rather than a monthly basis
 - Timing of revenue and expenditures
- Policy # 53

PSPRS Pension Funding Policy

- Must address the following funding objectives:
 - Formal acceptance of assets and liabilities
 - When the City's funded ratio target will be met
 - Stability of the City's contributions
 - How and when funding requirements will be met
- Published on City's website
- Adopted annually based on actuarial report

PSPRS Pension Funding Policy

- Actuarial Report
 - Computes liabilities likely to be paid on behalf of currently retired and active members
 - Compares assets with liabilities to assess the funded condition
 - Computes the City's contribution rates

FY2020 Contribution Rates	Tier 1	Tier 2	Tier 3
Police	31.31%	31.31%	9.94%
Fire-Medical	23.2%	23.2%	9.94%

PSPRS Pension Funding Policy

- Funding Objective 1
 - Formal acceptance of assets and liabilities

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Police	\$40,576,043	\$65,680,544	\$25,104,501	61.8%
Fire-Medical	\$44,040,428	\$55,772,934	\$11,732,506	79.0%
City of Surprise Totals	\$84,616,471	\$121,453,478	\$36,837,007	69.7%

PSPRS Pension Funding Policy

- Funding Objective 2

- When the City's funded ratio target will be met

- Funding ratio goal is to be 100% fully funded by June 30, 2036

- Funding Objective 3

- Stability of the City's contributions

- Maintain full Annual Required Contribution (ARC) payment from operating funds.
 - The estimated combined ARC for FY2020 is \$6,226,353.

PSPRS Pension Funding Policy

- Funding Objective 4
 - How and when funding requirements will be met
 - Fund the annual pension cost at the beginning of each fiscal year with the budgeted contribution amounts
 - Budgeted contribution amount will be based on the highest potential cost assuming that each qualifying position participating in PSPRS is fully staffed
 - If the required contribution amount exceeds the budgeted amount, the City will contribute the additional funds on a per pay period basis



QUESTIONS OR COMMENTS?

Thank You

RESOLUTION # 2019-72

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 2020.

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, which was last updated on June 19, 2018 to reflect the 2019 Fiscal Year; and

WHEREAS, the City now desires to update the Comprehensive Financial Management Policies for the 2020 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 2020 Comprehensive Financial Management Policies as set forth in *Exhibit A*, attached hereto and incorporated by reference, is adopted.

Section 2. 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 _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019

Contact Person: Brandi Flores, PROC & POLICY
ANYLST, Andrea Davis, DIRECTOR - FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

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

Consideration and action approving the FY2020 Public Safety Personnel Retirement System Pension Funding Policy; Resolution # 2019-49.

Motion:

I move to approve Resolution # 2019-49.

Background:

Qualifying City of Surprise police and fire-medical employees participate in the Public Safety Personnel Retirement System (PSPRS). PSPRS is administered as an agent multiple-employer pension plan in which each participating agency has an individual trust fund reflecting their assets and liabilities. The City of Surprise has two trust funds, one for police employees and one for fire-medical employees. Each fund has its own funded ratio, contribution rate, and annual actuarial valuation.

The State of Arizona House Bill 2097 was passed into law on April 3, 2018 and codified into Arizona Revised Statutes section 38-863.01. The bill requires the City Council to adopt a pension funding policy for the Public Safety Personnel Retirement System (PSPRS) before July 1, 2019 and annually each year thereafter. This policy is intended to communicate how the City will maintain stability of the City's required contributions, how and when the City's funding requirements will be met, and define the City's funded ratio target, and identifying the date the funded ratio target will be met. The City is also required to formally accept the City's share of the assets and liabilities based on the PSPRS actuarial report and publish the policy on the City's public website. Annually, PSPRS provides the City with both a police and fire-medical actuarial report that includes the City's assets, liabilities, unfunded actuarial liability, funding ratio, the projected contributions required for the upcoming fiscal year, and contribution rate projections.

Based on the actuarial valuations dated June 30, 2018, the Surprise Police PSPRS Trust Fund has assets of \$40,576,043, accrued liability of \$65,680,544, unfunded actuarial accrued liability of \$25,104,501, and a funded ratio of 61.8%. The Surprise Fire-Medical Trust Fund has assets of \$44,040,428, accrued liability of \$55,772,934, unfunded actuarial accrued liability of \$11,732,506, and a funded ratio of 79.0%. In total, the City of Surprise PSPRS funds have \$84,616,471 in assets, \$121,453,478 in accrued liability, \$36,837,007 in unfunded actuarial accrued liability, and a funded ratio of 69.7%. For FY2020, staff is recommending the following in order to comply with the statutory requirement:

- Establish a goal to attain a 100% fully funded PSPRS funding ratio by June 30, 2036 in accordance with the amortization timeline set forth by the PSPRS June 30, 2018 actuarial valuation.
- Maintain the full Annual Required Contribution (ARC) from operating funds. The FY2020 ARC is estimated at \$6,226,353.
- Fund the fiscal year annual pension cost at the beginning of each fiscal year with the budgeted contributed amounts as estimated based on actuarial reports.
- Base the budgeted contribution amount on the highest potential cost to the City assuming each qualifying position participating in PSPRS is fully staffed.
- If, during the course of the year, the required contribution amount exceeds the original budget amount, contribute additional funds on a per pay period basis to meet funding obligations.

Objective Analysis:

The PSPRS Funding Policy will communicate the goal to maintain stability within the City's PSPRS funds.

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 FY2020 annual pension cost will be paid upfront based on the budgeted contribution amounts. If additional contributions are necessary, they will be paid on a per pay period basis.

Budget Impact:

The budgeted contribution amount will be based on the highest potential cost to the City assuming each qualifying position is fully staffed. This has been incorporated into the FY2020 City Manager's Recommended Budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2019-49 PSPRS Funding -final
-

RESOLUTION # 2019-49

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA ADOPTING THE PUBLIC SAFETY
PENSION FUNDING POLICY FOR FISCAL YEAR 2020.**

WHEREAS, the addition of Arizona Revised Statute § 38-863.01 requires that each governing body adopt a Public Safety Retirement System (PSPRS) pension funding policy establishing the objectives to maintain financial stability, achieve funding requirements, defining the timeline for reaching the targeted funded ratio, and formally accepting the assets and liabilities as detailed in the most recently available annual actuarial report;

WHEREAS, the City of Surprise affirms that establishing sound financial policies contributes to the prudent management of the City's financial affairs and wishes to comply with the requirements of Arizona Revised Statute § 38-863.01;

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

Section 1. The Fiscal Year 2020 Public Safety Pension Funding Policy 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 incorporate the Public Safety Pension Funding Policy of the City of Surprise and disseminate the policy as necessary.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

		Standard Operating Procedure PUBLIC SAFETY PENSION FUNDING	
PROCESS: Funding Ratio Goals for the City's Public Safety Pension Funds			
POLICY REFERENCE: Arizona Revised Statutes (A.R.S.) § 38-863.01			
ISSUE DATE: June 4, 2019	LAST AMENDED DATE: N/A	EFFECTIVE DATE: July 1, 2019	
FINANCE DIRECTOR APPROVAL:			

GENERALLY

Qualifying City of Surprise police and fire-medical employees participate in the Public Safety Personnel Retirement System (PSPRS). PSPRS is administered as an agent multiple-employer pension plan and health insurance premium benefit known as an OPEB. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan, each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan, all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Surprise has two trust funds, one for police employees and one for fire-medical employees.

PURPOSE

The intent of this document is to demonstrate the Surprise City Council's commitment to clearly communicate pension funding objectives, prudently manage the City's financial resources, and comply with new statutory requirements of Laws 2018, Chapter 112. This document will be reviewed and approved by City Council on an annual basis.

DEFINITIONS

Unfunded Actuarial Accrued Liability (UAAL) – the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

POLICY

1. City Council formally accepts by Resolution 2018-164 the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2018 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Surprise Police	\$40,576,043	\$65,680,544	\$25,104,501	61.8%
Surprise Fire	\$44,040,428	\$55,772,934	\$11,732,506	79.0%
City of Surprise Totals	\$84,616,471	\$121,453,478	\$36,837,007	69.7%

2. PSPRS Funding Goal

- A. The City Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. City Council has established this goal for the following reasons:
 - i. The PSPRS trust funds represent only the City of Surprise's liability.
 - ii. A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

PROCEDURES

1. City Council plans to take the following actions to achieve this goal:
 - A. Maintain full Annual Required Contribution (ARC) payment (normal cost and Unfunded Actuarial Accrued Liability (UAAL) amortization) from operating funds. The estimated combined ARC for FY2020 is \$6,226,353.
 - 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.
 - i. The budgeted contribution amount will be based on the highest potential cost assuming that each qualifying position participating in PSPRS is fully staffed.

- ii. 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. The City Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2018 Actuarial Valuation.
- D. Finance Department staff will provide an annual update on the financial position of the PSPRS trust funds to City Council.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019

Contact Person: Paul Bernardo, DIR-
GOV&COMM PTNRSP

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations: None

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

Consideration and action pertaining to approval of an Amendment to the Intergovernmental Agreement with Maricopa County to continue providing Community Action Program services for Fiscal Year 2020 and acceptance of grant funding in the amount of \$86,955 to support operations of the Surprise Resource Center; Resolution #2019-59.

Motion:

I move to approve Resolution #2019-59.

Background:

The Surprise Resource Center is in a central location where all residents of all ages can come inquire and receive services and information. It is also a central location in the northwest valley where nonprofit agencies can offer their services on a daily, weekly, and/or monthly basis at no cost to the City of Surprise or the community. Services that could be included are a wide variety of social, financial, legal, educational, safety classes, and community resources. Financial assistance services are provided to stabilize the immediate and emergent needs of the client including basic needs. Financial services in conjunction with this agreement may include, but are not limited to: emergency rent and mortgage assistance, first month's rent deposit assistance, utility payment assistance, and utility deposit assistance.

Objective Analysis:

This action will allow the Human Service and Community Vitality (HSCV) Department to maintain the Community Action Program (CAP) at the Surprise Resource Center.

Policy Compliant:

This action is compliant with City and Council Policy.

Financial Impact:

This grant award is \$86,955 for personnel and employee related expenses. There is a City match requirement in the amount of \$30,000 which will be met with HSCV's General Fund operating budget.

Budget Impact:

Grant funding in the amount of \$86,955 will be included as part of the FY2020 budget.

FTE Impact:

There is no FTE impact with this item.

ATTACHMENTS:

1. Res 2019-59 IGA Amendment with MCHSD for CAP Services
-

RESOLUTION # 2019-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO CONTINUE TO PROVIDE COMMUNITY ACTION PROGRAM SERVICES.

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

WHEREAS, the City of Surprise is the regional center for Community Action Program (CAP) services;

WHEREAS, Maricopa County and the City of Surprise desire to amend the intergovernmental agreement (IGA) for the provision of CAP services;

WHEREAS, the IGA provides for federal CAP funding via block grants which will be retained by the Maricopa County Human Services Department (MCHSD) and made available to contractors through the MCHSD Online Client Data System and paid directly to vendors upon authorization by MCHSD;

WHEREAS, the IGA Amendment provides for federal grant funding to support operations of the Community Resource Center in the amount of \$86,955;

WHEREAS, the City of Surprise is required to provide \$30,000 in grant match funds; and

WHEREAS, the grant award will be included as a part of the FY2020 budget.

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

Section 1. The Amendment to the Intergovernmental Agreement between the City of Surprise and Maricopa County for the provision of CAP services, attached as *Exhibit A*, is approved and the City Manager is authorized to accept grant funding in the amount of \$86,955.

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 _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE



- I. Maricopa County ("County") by and through its Human Services Department and the City of Surprise ("City") entered into a financial Intergovernmental Agreement ("Agreement") which began on July 1, 2016 through June 30, 2017. The purpose of the Agreement is for the County to provide the City with cash reimbursement for the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA). The Agreement included an option to extend the Agreement for three one-year terms. The County and the City may be referred to individually as "Party" or collectively as "Parties."

The Parties executed Amendment No. 1 (renewal option #1), which extended the Agreement term and provided funding for July 1, 2017 through June 30, 2018 period. The Parties executed Amendment No. 2 (renewal option #2), which extended the Agreement term and provided funding for July 1, 2018 through June 30, 2019 period.

- II. The Parties now wish to amend the Agreement "Amendment No. 3" (renewal option #3), as follows:
- A. The City of Surprise shall hereinafter be referred to as the "Subrecipient" for this Agreement.
 - B. Extend the Agreement termination date from June 30, 2019 to June 30, 2020.
 - C. The County shall provide the Subrecipient with \$86,955 for the period of July 1, 2019 to June 30, 2020.
 - D. Incorporate Attachment A Operating Budget for the period of July 1, 2019 to June 30, 2020, into the Agreement.
 - E. Revise Section I General Provisions, paragraph GG "Agreement Compliance Monitoring" as follows:
Remove in its entirety and substitute:
GG. AGREEMENT COMPLIANCE MONITORING/AUDITING
 - 1. The County will annually monitor the Subrecipient's compliance for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the U.S. Department of Health and Human Services Office: Administration for Children and Families, Arizona Department of Economic Security and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide Subrecipient with a 30-day advance notice of proposed on-site visit. During an on-site visit(s), the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
 - 2. The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 CFR § 200, to include:
 - a. Financial Management 2 CFR § 200.302
 - b. Internal Controls 2 CFR § 200.303
 - c. Bonds 2 CFR § 200.304
 - d. Payment and Financial Reporting 2 CFR § 200.305
 - e. Cost Sharing or Matching 2 CFR § 200.306
 - f. Program Income 2 CFR § 200.307

- g. Revision of Budget and Program Plans 2 CFR § 200.308
 - h. Period of Performance 2 CFR § 200.309
 - i. Insurance Coverage 2 CFR § 200.310
 - j. Record Retention and Access 2 CFR § 200.31
 - k. Procurement Standards 2 CFR § 200.318
 - l. Indirect Costs 2 CFR § 200.414
 - m. Compensation-Personal Services 2 CFR § 200.430
 - n. Audit Requirements 2 CFR § 200.501-200.517
- F. Revise Section II Special Provisions, paragraph M “Disallowed Costs” as follows:
Remove in its entirety and substitute:
- M. **DISALLOWED COSTS**
The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 2011), including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds.
- 1. Office of Management and Budget (OMB) Uniform Guidance 2 CFR § 200
- G. Revise Section II Special Provisions, paragraph N “Payment Recoupment” as follows:
Add No. 10
- 10. Any amounts identified as a financial audit exception.
- H. Revise Section III Work Statement, paragraph B “Training” as follows:
Remove in its entirety and substitute:
- B. **TRAINING**
- 1. Subrecipient shall provide training to all new employees providing services under this Agreement. Training shall include the following:
 - a. Overview of the Maricopa Community Services policy and procedure manual (Handbook); and
 - b. Access and overview of the HSD Online client database.
 - 2. Subrecipient shall provide documentation to the Department that verifies that case management staff have received training.
 - 3. County shall provide annual program training to case managers and supervisor staff. Training shall include but not limited the following:
 - a. Review of revised policy, procedures, and/or case management forms;
 - b. Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
 - c. Review of program monitoring findings; and
 - d. Effective practices that support intake and case management delivery.
- I. Revise Section IV Compensation to include the following:
- 7. The County shall reimburse the Subrecipient on a Net “0” payment standard.
- III. This Amendment is subject to A.R.S. §38-511. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the original Agreement remain the same and in full force and effect as approved and amended.

[This Section Intentionally Left Blank]

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Mayor

Chairman, Board of Supervisors

Date: _____

Date: _____

Attested To:

Attested To:

City Clerk Date

Fran McCarroll, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY(S) WHO HAVE DETERMINED THAT THIS AMENDMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

CITY OF SURPRISE

MARICOPA COUNTY

BY: _____
City Attorney

BY: _____
Deputy County Attorney

Date: _____

Date: _____

ATTACHMENT A
SFY20 OPERATING BUDGET

Contract Operating Budget -County July 1, 2019 to June 30, 2020

SUBRECIPIENT: **City of Surprise**

Service: Crisis Case Management and Financial Assistance Services

Revenue Sources

County*	\$86,955
---------	----------

Total Revenues	\$86,955
-----------------------	-----------------

Budget Categories

Personnel / ERE	\$86,955
-----------------	----------

Total Expenses	\$86,955
-----------------------	-----------------

*Funding will be allocated internally on a monthly basis by Maricopa County Human Services Department/Financial Services.

Based on fund availability, funds utilized may include, but are not limited to:

SSBG, TANF, LIHEAP, County Funds and CSBG



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019

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

Submitting Department: Community Development District: District 1

Staff Recommendations: None

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

Consideration and action pertaining to acceptance of a Dedication of Public Right of Way from Estrella Freeway/Lake Pleasant Limited Partnership at Happy Valley and Bullard Avenue.

Motion:

I move to accept the Dedication of Public Right of Way from Estrella Freeway/Lake Pleasant Limited Partnership.

Background:

As part of the ongoing development in this area, right of way is needed to assist in the development of improved access for these communities. The right of way being dedicated is needed for contiguous roadway improvements.

Objective Analysis:

The City lacks right of way in this area. The developer has worked with the surrounding land owners to obtain right of way to ensure improved access to the developments.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. right of way dedication
2. RW value for Estrella Freeway Lake Pleasant Limited Partnership

When Recorded Mail To:

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

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: ESTRELLA FREEWAY/LAKE PLEASANT LIMITED PARTNERSHIP, an
Arizona limited partnership

GRANTEE: CITY OF SURPRISE, an Arizona municipal corporation

Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to Grantee fee title to the following described real property:

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

for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other. This instrument may be executed in counterpart.

DATED: May 2, 2017.

[signatures appear on the following pages]

"GRANTOR"

ESTRELLA FREEWAY/LAKE
PLEASANT LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Dinan Capital, LLC, an Arizona
limited liability company,
its General Partner

By: [Signature]
Michael A. Dinan
Manager

By: [Signature]
James E. Dinan
Manager

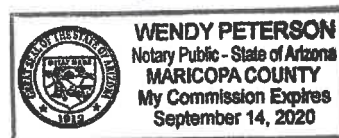
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on Michael A. Dinan 2017,
by Michael A. Dinan, as Manager of Dinan Capital, LLC, an Arizona limited liability company,
in turn the sole general partner of Estrella Freeway/Lake Pleasant Limited Partnership, an
Arizona limited partnership, for and on behalf of said limited partnership.

[Signature]
Notary Public in and for the State of Arizona

My Commission Expires:

9-14-2020



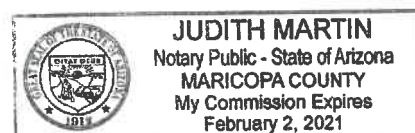
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on April 13 2017,
by James E. Dinan, as Manager of Dinan Capital, LLC, an Arizona limited liability company, in
turn the sole general partner of Estrella Freeway/Lake Pleasant Limited Partnership, an Arizona
limited partnership, for and on behalf of said limited partnership.

[Signature]
Notary Public in and for the State of Arizona

My Commission Expires:

2-2-21



ACCEPTED BY:

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Skip Hall

Its: Mayor

Attest:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

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

Notary Public

My Commission Expires:

Exhibit A

LEGAL DESCRIPTION Estrella Freeway Lake Pleasant Limited Partnership Right of Way

A portion of the Southeast Quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 5, from which the South quarter corner of said Section 5 bears N89°36'55"W a distance of 2626.94 feet;

Thence, N89°36'55"W a distance of 710.03 feet along the South line of said Section;

Thence, N00°07'05"W a distance of 55.00 feet;

Thence, S89°36'55"E a distance of 640.33 feet;

Thence, N45°08'00"E a distance of 20.69 feet;

Thence, N00°07'05"W a distance of 1034.64 feet;

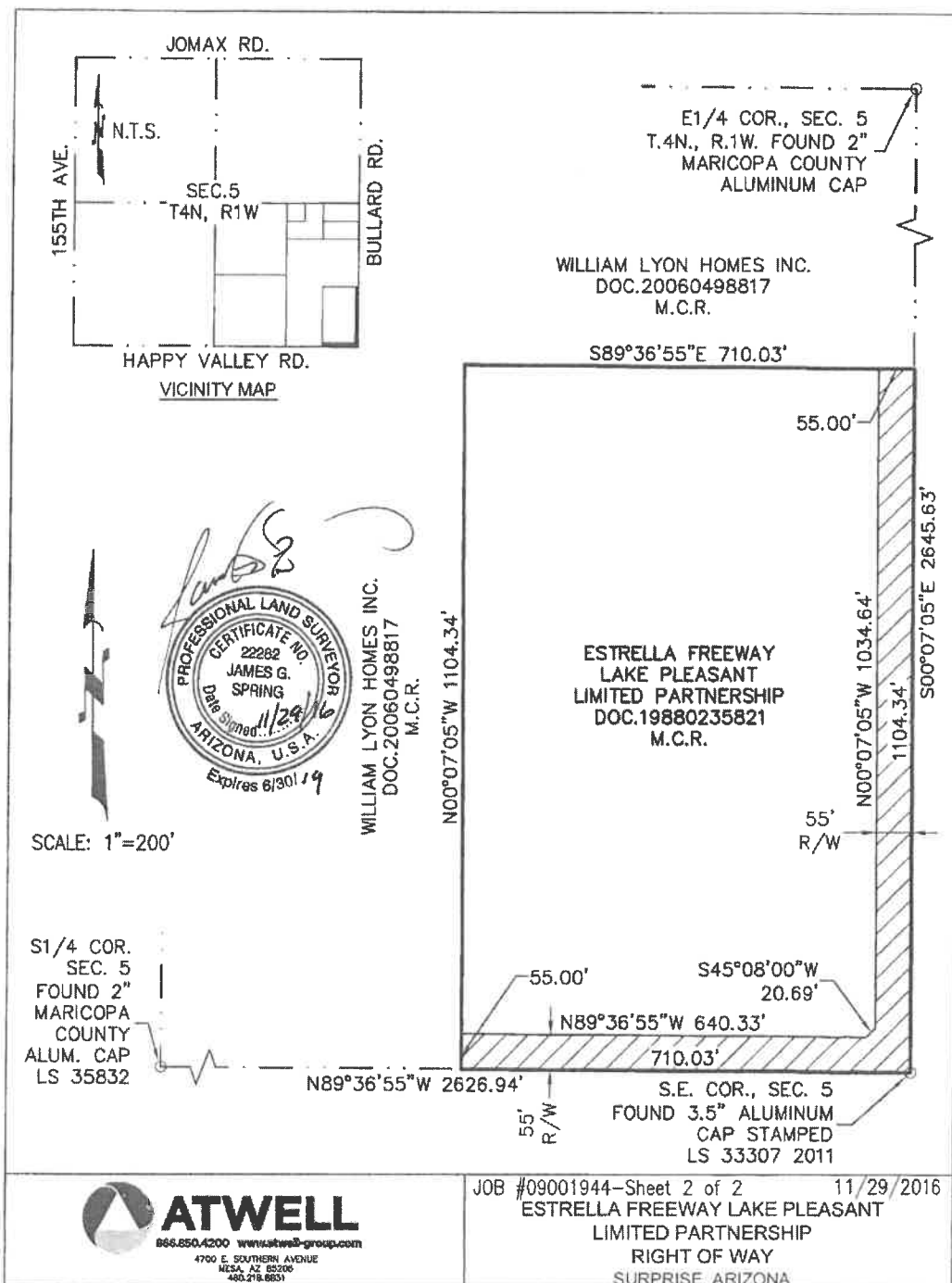
Thence, S89°36'55"E a distance of 55.00 feet to the east line of said Section 5;

Thence, S00°07'05"E a distance of 1104.34 feet along said east line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 2.224 acres, more or less.

Prepared by: Atwell, LLC
4700 E. Southern Ave
Mesa, AZ 85206
Project No. 09001944
November 29, 2016





ic:\09001944\dwg\survey\exhibits\miscellaneous legals and exhibits\09001944 etp-rw-exhibit rev 11-29-16.dwg SAVE DATE: 11/29/2016 12:39 PM PLOT DATE: 11/29/2016 12:40 PM

PHOENIX 53425-14 359235v3



COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-3000

Date: May 8, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Estrella Freeway/Lake Pleasant Limited Partnership Property Right of Way Valuation

The Value of the Right of Way associated with the Estrella Freeway/Lake Pleasant Property is \$484,385.00.

The area being dedicated as right-of-way is 96,877 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019

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

Submitting Department: Community Development District: District 1

Staff Recommendations: None

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

Consideration and action pertaining to acceptance of a Dedication of Public Right of Way from Pensco Trust Company, LLC on Happy Valley near Reems.

Motion:

I move to accept the Dedication of Public Right of Way from Pensco Trust Company, LLC.

Background:

As part of the ongoing development in this area, right of way is needed to assist in the development of improved access for these communities. The right of way being dedicated is needed for contiguous roadway improvements along Happy Valley.

Objective Analysis:

The City lacks right of way in this area. The developer has worked with the surrounding land owners to obtain right of way to ensure improved access to the developments.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. ded of public RW new legal
 2. RW value for Pensco Trust Company
-

When Recorded Mail To:

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

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: Pensco Trust Company, LLC, Colorado limited liability company, Custodian
FBO Kent A. Xander, IRA

GRANTEE: City of Surprise, an Arizona municipal corporation (the "City")

Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City fee title to the following described real property:

See Exhibit A attached hereto and incorporated herein by reference (the "Property") for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other.

DATED: March 13, 2019.

"Grantor"

By: Kent A. Xander

It's: OWNER

ACCEPTED BY:

"City"

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on March 13, 2019, by Kent A. Xander, the Owner of Pensco Trust Company, LLC, a Colorado limited liability company, Custodian FBO Kent A. Xander, IRA.



Notary Public in and for the State of Arizona

My Commission Expires:

3-24-23



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__,
by Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation.

Notary Public in and for the State of Arizona

My Commission Expires:



ONE COMPANY.
INFINITE SOLUTIONS.

**LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-54-013A
RIGHT OF WAY**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 1/2 INCH ALUMINUM CAP STAMPED RLS 33307, 2011 ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N89°36'55"W A DISTANCE OF 2626.94 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 5, N89°36'55"W A DISTANCE OF 1313.47 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 5, N89°36'55"W A DISTANCE OF 643.47 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 5, N82°50'45"E A DISTANCE OF 388.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 258.44 FEET, WITH A RADIUS OF 1,968.00 FEET AND A CENTRAL ANGLE OF 07°31'27";

THENCE, S00°02'31"E A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING.



ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 25,901 SQUARE FEET OR 0.595 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR 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 OTHER LAND DIVISION RESTRICTIONS.

**PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
March 1st, 2019**





JOB# 09001944 -SHEET 3 of 3 03-01-2019
 RANCHO MERCADO
 A.P.N. 503-54-013A RIGHT OF WAY
 CITY OF SURPRISE
 MARICOPA COUNTY, ARIZONA

PENSCO TRUST COMPANY LLC
 (CUSTODIAN)
 A.P.N. 503-54-013B

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°02'31"E	68.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	258.44'	1968.00'	007°31'27"

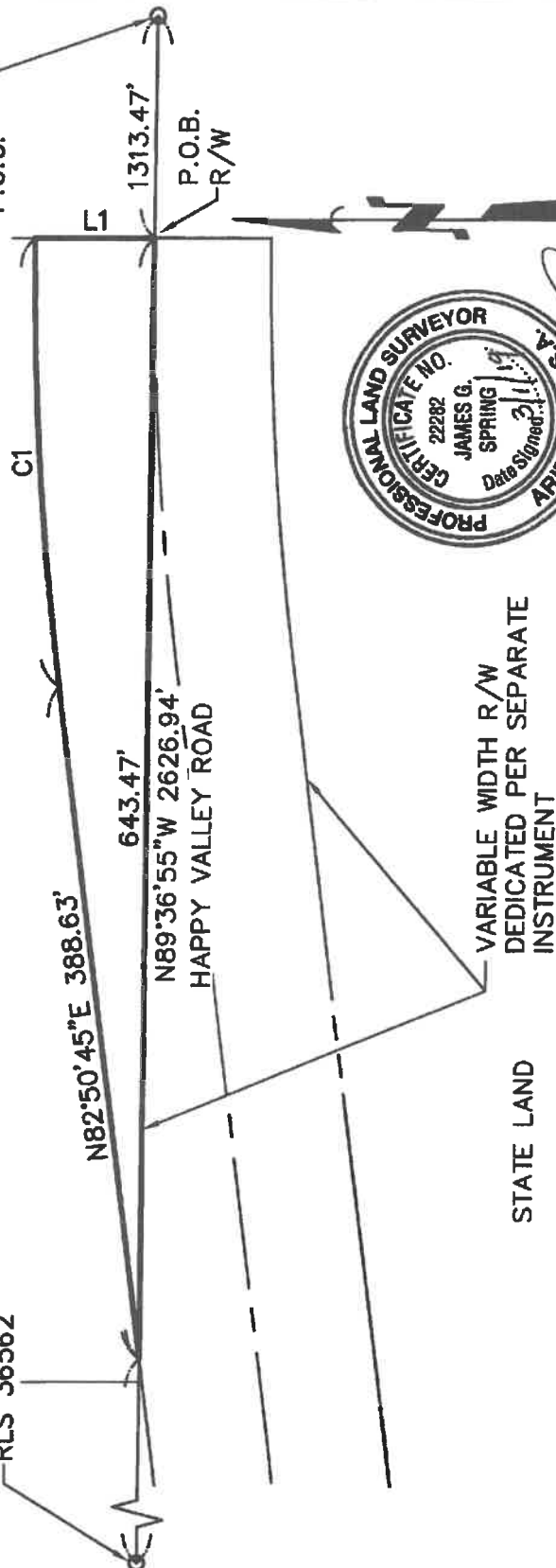
RIGHT OF WAY
 BEING A PART OF A.P.N. 503-54-013A
 RIGHT OF WAY
 25901 SQUARE FEET OR 0.595 ACRES±

PENSCO TRUST COMPANY LLC (CUSTODIAN)
 A.P.N. 503-54-013A

BROOKFIELD HOLDINGS MERCADO
 LLC
 A.P.N. 503-54-006H

SOUTHEAST CORNER
 SEC. 5, T.4N., R.1W.,
 FOUND 3 1/2" ALUMINUM CAP
 STAMPED LS 33307 2011
 P.O.C.

SOUTH 1/4 CORNER
 SEC. 5, T.4N., R.1W.,
 FOUND 2" ALUMINUM CAP
 RLS 36562



Scale: 1"=100'

Date: May 8, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Pensco Trust Company Property Right of Way Valuation

The Value of the Right of Way associated with the Pensco Trust Company Property is \$129,505.00.

The area being dedicated as right-of-way is 25,901 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019

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

Submitting Department: Community Development District: District 5

Staff Recommendations: None

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

Consideration and action pertaining to a Grant of a Utility Easement to APS to service to the Ottawa University gym.

Motion:

I move to approve granting a utility easement to APS.

Background:

The City of Surprise needs to grant the easement to APS to run additional lines to the Ottawa University dorms. The lines are in the City's right of way along Tierra Buena Lane and then into the dorm building.

Objective Analysis:

To allow the Ottawa University to expand, additional utility lines are needed. Approval of this item will allow the City to assist with the expansion of the University.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. APS Ottawa dorm easement WA 466323
-

SW 4 3N 1W
33.627897, -112.369346
APN 501-17-001Q
CCW-19-62
WA466323
SER RLM

UTILITY EASEMENT

CITY OF SURPRISE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF SURPRISE**, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 201__.

CITY OF SURPRISE,
a municipal corporation of the State of Arizona

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 201__
by _____ of CITY OF SURPRISE.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY

A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #2000-0325406, OFFICIAL RECORDS OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

EXCEPT A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #2006-1100434, EXHIBIT A, SURPRISE CENTER PARKWAY RIGHT OF WAY, AND EXHIBIT C, TIERRA BUENA LANE RIGHT OF WAY, OFFICIAL RECORDS OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

EXHIBIT "B"

May 7, 2019

LEGAL DESCRIPTION FOR ARIZONA PUBLIC SERVICE UTILITY EASEMENT

That part of the Southwest Quarter of Section 4, Township 3 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Brass Cap marking the intersection of Surprise Center Parkway and Tierra Buena Lane, of said Section 4, from which the Brass Cap marking the South Quarter Corner of said Section 4, bears South 00°12'56" West, a distance of 1271.95 feet;

Thence North 00°12'56" East, along the East line of the Southwest Quarter of said Section 4, a distance of 55.00 feet to a point on the North Right of Way line of Tierra Buena Lane;

Thence North 89°05'13" West, along said North Right of Way line of Tierra Buena Lane a distance of 87.69 feet to the True Point of Beginning;

Thence continuing North 89°05'13" West, along said North Right of Way line, a distance of 336.44 feet;

Thence North 00°54'48" East, departing the North line of Tierra Buena Lane, a distance of 111.30 feet;

Thence North 89°07'37" West, a distance of 7.33 feet;
Thence North 00°52'23" East, a distance of 12.50 feet;
Thence North 89°07'37" East, a distance of 4.00 feet;
Thence North 00°52'23" East, a distance of 4.00 feet;
Thence South 89°07'37" East, a distance of 6.00 feet;
Thence South 00°52'23" West, a distance of 4.00 feet;
Thence South 89°07'37" East, a distance of 10.33 feet;
Thence South 00°52'23" West, a distance of 12.50 feet;
Thence North 89°07'37" West, a distance of 5.00 feet;

Thence South 00°54'48" West, a distance of 103.31 feet to a point on a line which is parallel with and 8.00 feet northerly as measured at right angles, from the North Right of Way line of said Tierra Buena Lane;

Thence South 89°05'13" East, along said parallel line a distance of 328.44 feet to a point on the West line of an Existing Arizona Public Service Easement;

Thence South 00°54'47" West, along said West line, a distance of 8.00 feet to the True Point of Beginning.

Containing 3,796 Square Feet or 0.087 Acres, more or less.



EXHIBIT "B"

CLOSURE REPORT.txt

WA466323

The date and time is
5/8/2019 8:43 AM

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BOUNDARY

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N89°07'37.1130" W 7.3287
N00°52'22.8870" E 12.5000
S89°07'37.1130" E 4.0000
N00°52'22.8870" E 3.9992
S89°07'37.1130" E 6.0000
S00°52'22.8870" W 3.9992
S89°07'37.1130" E 10.3333
S00°52'22.8870" W 12.5000
N89°07'37.1130" W 5.0046
S00°54'47.8340" W 103.3100
S89°05'13.0000" E 328.4353
S00°54'47.8340" W 8.0000
to

Area = 3,796 0.087 AC

Closing course: 08°26'48.5089" 0.000015

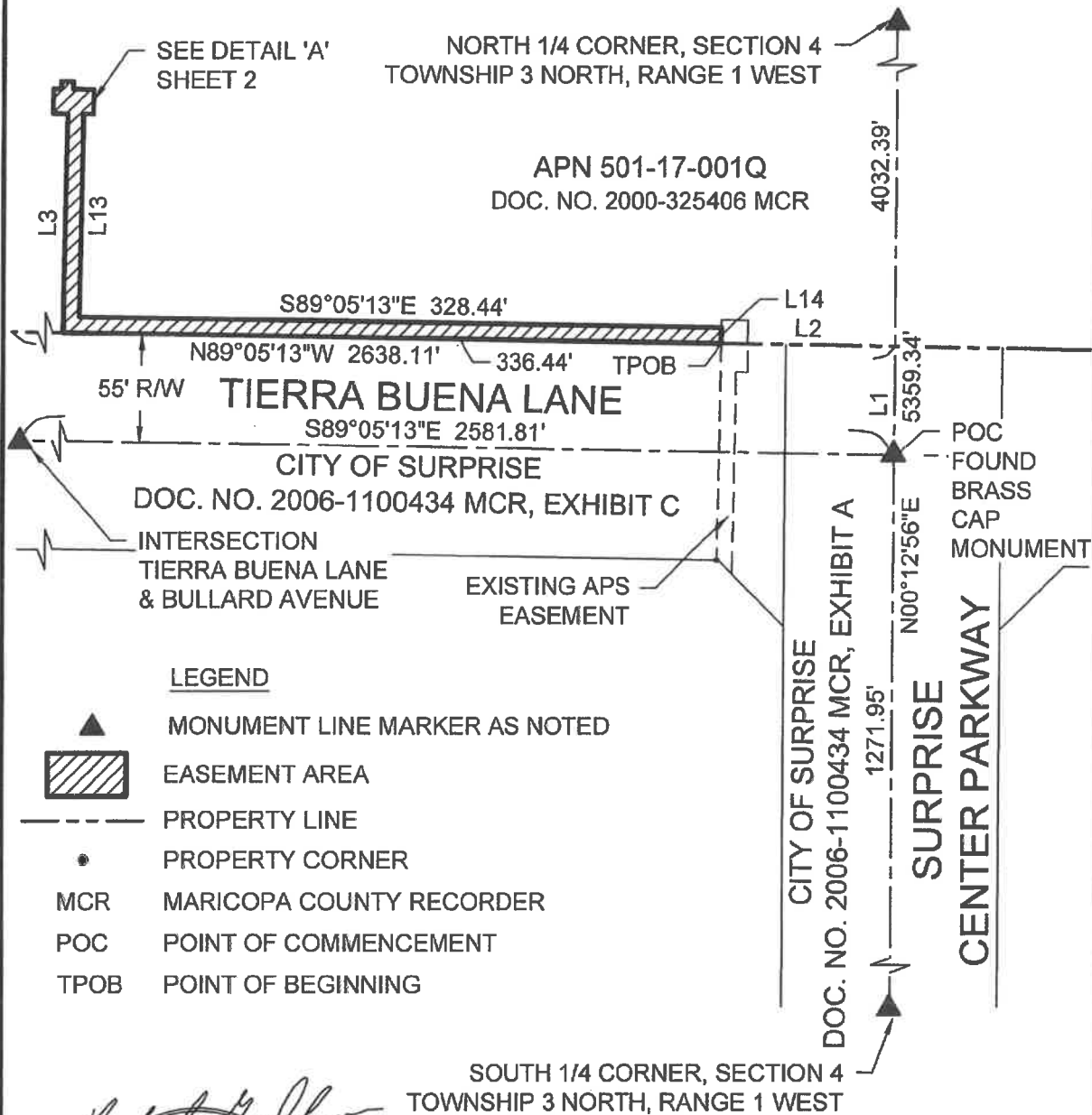
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EXHIBIT "B"



LEGEND

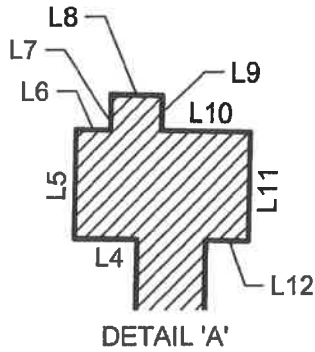
-  MONUMENT LINE MARKER AS NOTED
-  EASEMENT AREA
-  PROPERTY LINE
-  PROPERTY CORNER
- MCR MARICOPA COUNTY RECORDER
- POC POINT OF COMMENCEMENT
- TPOB POINT OF BEGINNING



JOB #	WA466323	DATE	5/8/19
T.3N., R.1W., SEC. 4, SW. 1/4			
SCALE	1" = 80	SHEET	1 OF 2
UTILITY EASEMENT			
SURVEY:	COFFEY/JACKSON		
DRAWN BY:	J. SCOTT		

N:\01\0264901\Cadd\WA466323\WX.WA466323.EXHIBIT.dwg JayS May 8, 2019

EXHIBIT "B"



LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°12'56"E	55.00'
L2	N89°05'13"W	87.69'
L3	N00°54'48"E	111.30'
L4	N89°07'37"W	7.33'
L5	N00°52'23"E	12.50'
L6	S89°07'37"E	4.00'
L7	N00°52'23"E	4.00'

LINE TABLE		
NO.	BEARING	LENGTH
L8	S89°07'37"E	6.00'
L9	S00°52'23"W	4.00'
L10	S89°07'37"E	10.33'
L11	S00°52'23"W	12.50'
L12	N89°07'37"W	5.00'
L13	S00°54'48"W	103.31'
L14	S00°54'47"W	8.00'



JOB #	WA466323	DATE	5/8/19
T.3N., R.1W., SEC. 4, SW. 1/4			
SCALE	NA	SHEET	2 OF 2
UTILITY EASEMENT			
SURVEY:	COFFEY/JACKSON		
DRAWN BY:	J. SCOTT		



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019

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

Submitting Department: Community Development District: District 5

Staff Recommendations: None

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

Consideration and action pertaining to the grant of an Utility Easement to APS to Service Ottawa University gym site.

Motion:

I move to grant the utility easement to APS.

Background:

The City of Surprise needs to grant the easement to APS to run additional lines to the Ottawa University Gym. The line is coming from Tierra Buena Lane to the Gym.

Objective Analysis:

To allow the Ottawa University to expand, additional utility lines are needed. Approval of this item will allow the City to assist with the expansion of the University.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. APS WA424939
-

SW 4 3N 1W
33.629436, -112.373261
APN 501-17-001P
CCW-19-04
WA424939
SER RLM

UTILITY EASEMENT

CITY OF SURPRISE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF SURPRISE**, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 201__.

CITY OF SURPRISE,
a municipal corporation of the State of Arizona

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 201__
by _____ of CITY OF SURPRISE.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY (DOC. #2001-1142976 M.C.R.)

That portion of the Northwest and Southwest quarters of Section 4, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Commencing at the South quarter corner of said Section 4;

Thence North 00 degrees 12 minutes 57 seconds East, along the East line of said Southwest quarter, a distance of 2654.49 feet;

Thence North 89 degrees 01 minutes 06 seconds West, along the North line of said Southwest quarter a distance of 125.30 feet;

Thence North 00 degrees 58 minutes 54 seconds East a distance of 21.77 feet to the **POINT OF BEGINNING**;

Thence North 88 degrees 34 minutes 01 seconds West a distance of 497.55 feet;

Thence South 00 degrees 12 minutes 57 seconds West, parallel with and 622.43 feet west of the East line of said Southwest quarter, a distance of 1298.56 feet;

Thence North 89 degrees 05 minutes 13 seconds West a distance of 1926.36 feet;

Thence North 44 degrees 27 minutes 07 seconds West a distance of 46.97 feet to the easterly right-of-way line of Bullard Avenue;

Thence North 00 degrees 11 minutes 00 seconds East, parallel with and 55.00 feet east of the West line of said Southwest quarter, said line also being the easterly right-of-way of Bullard Avenue, a distance of 1330.23 feet;

Thence South 44 degrees 25 minutes 03 seconds East a distance of 46.99 feet;

Thence South 89 degrees 01 minutes 06 seconds East, parallel with and 55.00 feet north of the North line of said Southwest quarter, a distance of 2424.62 feet;

Thence South 00 degrees 12 minutes 57 seconds West, parallel with and 125.00 west of the East line of said Northwest quarter, a distance of 33.23 feet to the **POINT OF BEGINNING**.

LEGAL DESCRIPTION FOR
ARIZONA PUBLIC SERVICE
ELECTRIC EASEMENT

That part of the Southwest Quarter of Section 4, Township 3 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Brass cap in handhole marking the South Quarter Corner of said Section 4, from which the Brass Cap Flush marking the Southwest Corner of said Section 4 bears North 89°09'02" West, a distance of 2,636.03;

Thence North 00°12'57" East, along the East line of the Southwest Quarter of said Section 4, a distance of 1,382.37 feet to a point on the Northerly right-of-way for Tierra Buena Drive;

Thence North 89°05'13" West, along said Northerly right-of-way, a distance of 1,148.90 feet to the True Point of Beginning;

Thence continuing along said Northerly Right-of Way line of Tierra Buena Drive North 89°05'13" West 8.00 feet;

Thence departing said Northerly Right-of-Way line of Tierra Buena Drive North 00°52'29" East, a distance of 123.48 feet;

Thence South 89°25'40" East, a distance of 60.45 feet;
Thence North 00°33'16" East, a distance of 2.30 feet;
Thence South 89°12'10" East, a distance of 20.31 feet;
Thence South 00°33'16" West, a distance of 12.49 feet;
Thence North 89°12'10" West, a distance of 4.00 feet;
Thence South 00°33'16" West, a distance of 4.00 feet;
Thence North 89°12'10" West, a distance of 6.00 feet;
Thence North 00°33'16" East, a distance of 4.00 feet;
Thence North 89°12'10" West, a distance of 10.31 feet;
Thence North 00°33'16" East, a distance of 2.19 feet;
Thence North 89°25'40" West, a distance of 52.49 feet;

Thence South 00°52'29" West, a distance of 115.52 feet to the True Point of Beginning.

Containing 1,685 Square Feet or 0.039 Acres, more or less.



CLO.WA424939.txt

WA424939

The date and time is
5/15/2019 11:11 AM

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BOUNDARY

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N00°52'28.5641" E	123.48
S89°25'40.1094" E	60.45
N00°33'15.8044" E	2.30
S89°12'09.9742" E	20.31
S00°33'15.8044" W	12.49
N89°12'09.9742" W	4.00
S00°33'15.8044" W	4.00
N89°12'09.9742" W	6.00
N00°33'15.8044" E	4.00
N89°12'09.9742" W	10.31
N00°33'15.8044" E	2.19
N89°25'40.1094" W	52.49
S00°52'28.5641" W	115.52

Area = 1,685 0.039 AC

Closing course: 212°26'29.4109" 0.008806

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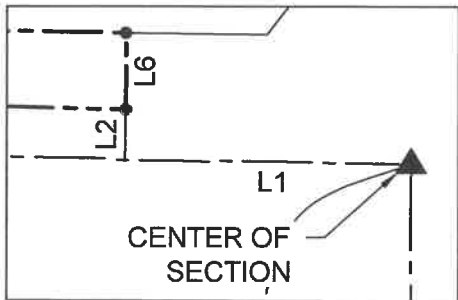
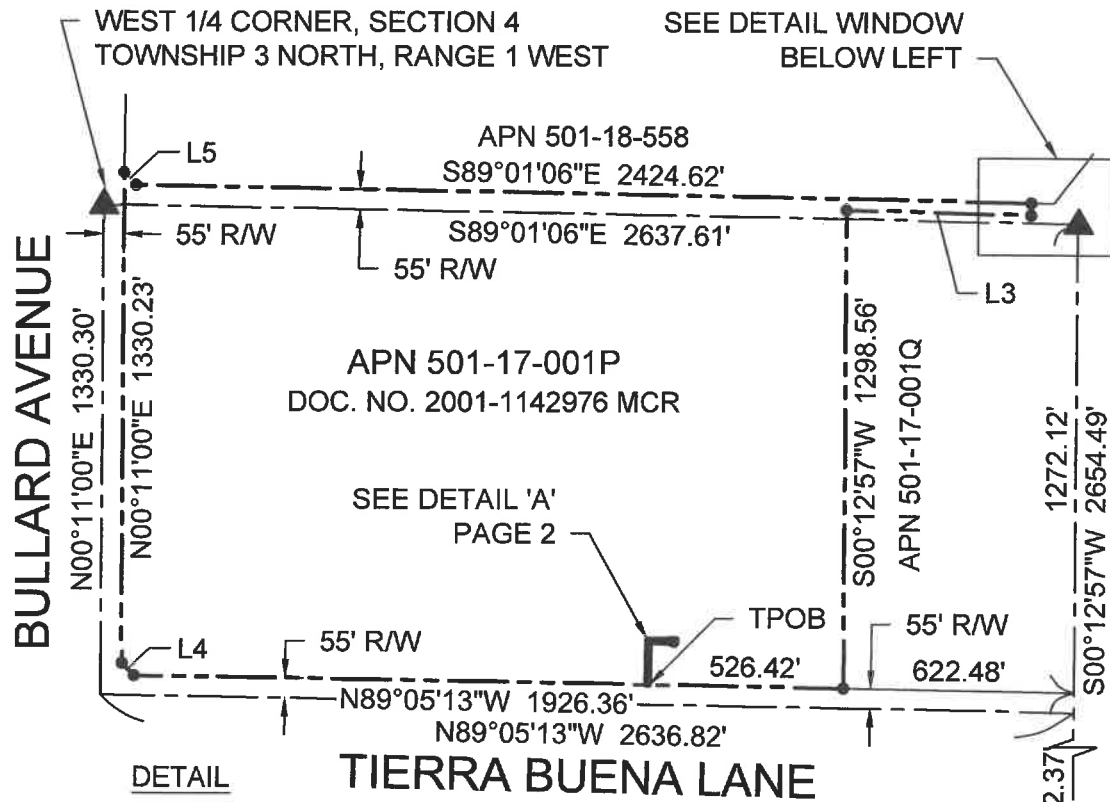
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Page 1

Page 6 of 8



EXHIBIT "B"



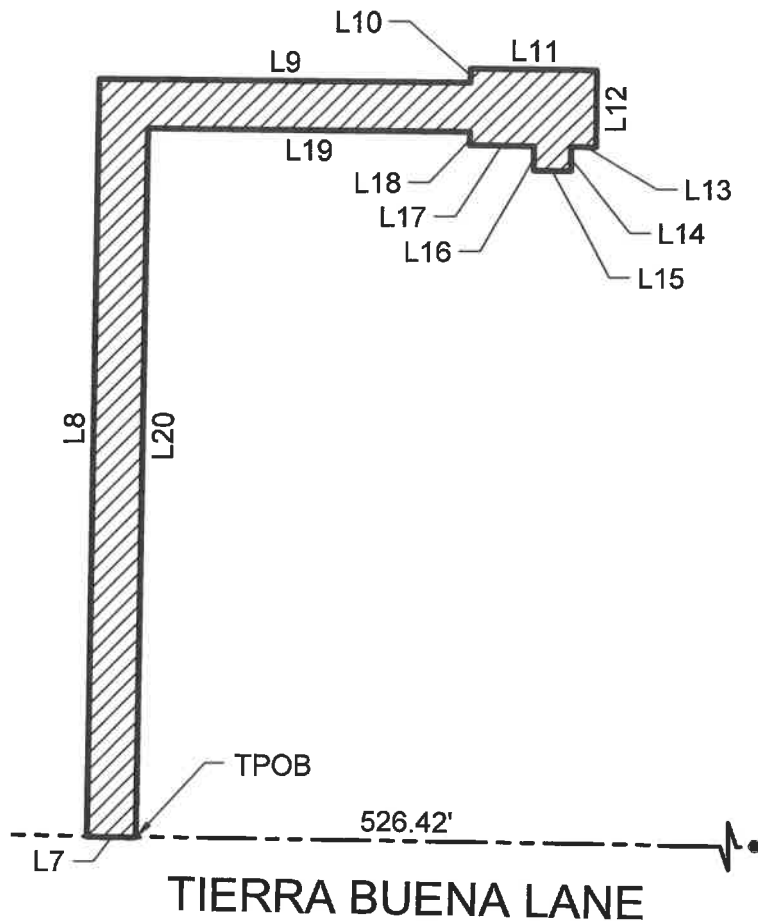
LEGEND

- ▲ SECTION CORNER
- ▨ EASEMENT AREA
- PROPERTY LINE
- PROPERTY CORNER
- MCR MARICOPA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- POC POINT OF COMENCEMENT
- TPOB TRUE POINT OF BEGINNING



JOB # WA424939 DATE 5/15/19
T.3N., R.1W., SEC. 4, W.1/2
SCALE 1" = 500' PAGE 1 OF 2
ELECTRIC EASEMENT
SURVEY: ELLIS - FLORES
DRAWN BY: J. SCOTT

EXHIBIT "B"



LEGEND



EASEMENT AREA



PROPERTY LINE



PROPERTY CORNER

TPOB

TRUE POINT OF BEGINNING



Richard G. Alcocer

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°01'06"W	125.30'
L2	N00°58'54"E	21.77'
L3	N88°34'01"W	497.55'
L4	N44°27'07"W	46.97'
L5	S44°25'03"E	46.99'
L6	S00°11'41"W	33.24'
L7	N89°05'13"W	8.00'
L8	N00°52'29"E	123.48'
L9	S89°25'40"E	60.45'
L10	N00°33'16"E	2.30'
L11	S89°12'10"E	20.31'
L12	S00°33'16"W	12.49'
L13	N89°12'10"W	4.00'
L14	S00°33'16"W	4.00'
L15	N89°12'10"W	6.00'
L16	N00°33'16"E	4.00'
L17	N89°12'10"W	10.31'
L18	N00°33'16"E	2.19'
L19	N89°25'40"W	52.49'
L20	S00°52'29"W	115.52'

JOB #	WA424939	DATE	5/15/19
T.3N., R.1W., SEC. 4, W.1/2			
SCALE	1" = 30'	PAGE	2 OF 2
ELECTRIC EASEMENT			
SURVEY:	ELLIS - FLORES		
DRAWN BY:	J. SCOTT		



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019

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 pertaining to approval of an Intergovernmental Agreement between the City of Surprise and the Arizona Department of Revenue regarding Transaction Privilege Tax Administration; Resolution #2019-65.

Motion:

I move to approve Resolution #2019-65.

Background:

This intergovernmental agreement (IGA) with the Department of Revenue (DOR) incorporates the changes in the administrative process and will replace the current IGA. This IGA documents how DOR administers, collects, licenses, and audits local transaction privilege tax, use tax, and rental occupancy tax on the city's behalf. This action will replace the existing IGA with a new one.

Objective Analysis:

The IGA covers all aspects of local tax administration, addresses taxpayer confidentiality, identifies data that must be provided by DOR to all cities, formalizes processes for audit requests, provides guidance for taxpayer issues, and provides a formal review process for issues arising between the cities and the State.

Policy Compliant:

This item is compliant with City and Council policies.

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:

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

ATTACHMENTS:

1. 2019 DOR-Municipal TPT Administration IGA - Council Memo
2. 2019 DOR-Municipal TPT Administration IGA - Rev 2019-04-03_Surprise

May 16, 2019

TO: Mayor and Council

FROM: Andrea Davis, Finance Director

SUBJECT: Intergovernmental Agreement with the Arizona Department of Revenue related to Uniform Administration of the City's Transaction Privilege Tax

RECOMMENDATION:

Recommend the approval of an intergovernmental agreement between the City/Town of Surprise and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or cities or towns.

DISCUSSION:

This intergovernmental agreement (IGA) was negotiated with the Department of Revenue (DOR) by a consortium of city/town representatives and the League of Arizona Cities and Towns. Additionally, several attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum level of information and assurances for the cities possible.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires the Arizona Department of Revenue (DOR) to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into an inter-governmental agreement (IGA) with each city and town to clearly define the working relationship between DOR and Arizona cities and towns.

The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process to follow in the event of a disclosure. There is also guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.

Importantly, the IGA identifies exactly which license and tax return data fields must be provided by DOR and identifies in detail the reports DOR provides to all cities.

The IGA formalizes the process for audit request assignment and performance. Key factors include a commitment to audit for all jurisdictions whenever any audit is being done; a process for cities/towns without auditors to request an audit be performed by the DOR, the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that DOR will lead all multi-jurisdictional audits coupled with

the option for DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.

The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

The IGA provides for a formal review process to resolve disputes or handle complex issues that arise through the "State & Municipal Audit Resolution Team" or SMART, made up of four city and four DOR tax experts who will work together to iron out any problems or conflicts between the cities and the State.

The term of this IGA runs on a calendar year basis with a provision for automatic annual renewal, with reauthorization by the Council and the DOR only being required following the year the DOR is subject to sunset review. Finally, either party has the right each year to reopen and renegotiate the terms according to provisions within the agreement.

FINANCIAL IMPLICATIONS:

This agreement will not result in any budgetary impact to the City/Town.

RESOLUTION # 2019-65

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA
DEPARTMENT OF REVENUE, FOR PROVIDING TRANSACTION
PRIVILEGE TAX ADMINISTRATION.**

WHEREAS, Arizona Revised Statute §42-6001, *et seq.*, was amended effective January 1, 2015 to provide that the Arizona Department of Revenue (the Department) shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona; and

WHEREAS, the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to Arizona Revised §11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by cities or towns;

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

Section 1. The City of Surprise hereby agrees to enter into an intergovernmental agreement between the City of Surprise and the Arizona Department of Revenue for providing transaction privilege tax administration.

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 _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF ARIZONA AND THE CITY OF SURPRISE

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF SURPRISE

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 4th day of June, 2019, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the City of Surprise, an Arizona municipal corporation, hereinafter referred to as City. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

R E C I T A L S

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City, to approve and authorize City to enter into this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the Department and City enter into this intergovernmental agreement as follows:

1. **Definitions**

- 1.1 **A.R.S.** means the Arizona Revised Statutes.
- 1.2 **Adoption of an Ordinance** means final approval by majority vote of the City council.
- 1.3 **Ambassador Program** means the Department’s provided structure and support of curriculum related to tax administration and compliance education.

- 1.4 Audit** means examination and verification of accounts and records to determine taxpayer compliance with title 42 of A.R.S. and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.5 Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.6 Confidential Information** means all such information as defined in A.R.S. § 42-2001.
- 1.7 Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City.
- 1.8 Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.9 Federal Tax Information** means federal tax return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.10 Model City Tax Code** means the document defined in A.R.S. § 42-6051.
- 1.11 Modification** means a change to an assessment required or authorized by statute.
- 1.12 Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.13 State** means the State of Arizona.
- 1.14 State & Municipal Audit Resolution Team (“SMART”)** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 14 below.
- 1.15 Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.
- 1.16 Standard Audit Life Cycle Process Map:** A document containing the decisions and procedures adopted by the Department and City from the point of audit assignments until resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and City as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.

- 1.17 Standard Authorization List Update Process Map:** A process containing the decisions and procedures adopted by the Department and City to keep an updated list of current employees and contractors who are authorized to receive confidential information consistent this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and City as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.18 Standard Inter-Jurisdictional Transfer Process Map:** A process containing the decisions and procedures adopted by the Department and City to transfer tax from one City/Town to another City/Town upon a City/Town's request or during the audit process consistent this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and City as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.19 Voluntary Disclosure Agreement:** A program that is designed for eligible taxpayers with exposure for tax liability and /or civil penalties due to a failure to report and/or pay all tax due.

2. Disclosure of Information by City to Department

- 2.1 Qualified Recipients of Information:** The Department shall provide a list of names and job titles of duly authorized representatives acting on behalf of the Department authorized to request and receive Taxpayer Information from City as defined in the Standard Authorization List Update Process Map. This information shall be sent to City as defined in the Standard Authorization List Update Process Map. The City will not disclose Taxpayer Information to a Department employee whose name is not included on this list. City may contact the Department with any questions related to qualified recipients by contacting the Cities Services Unit.
- 2.2 Use of Information:** Any Taxpayer Information released by City to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.
- 2.3 Municipal Ordinance:**
- (a) City shall provide the Department with a copy of its Municipal Tax Code or any City ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the Department. This information shall be sent to the Cities Services Unit electronically.

- (b) City shall provide the Department with a copy of any ordinance adopted by City after execution of this Agreement that imposes or modifies the Municipal Taxes or license fees to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of adoption of an ordinance. This information shall be sent to the Cities Services Unit electronically. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after City provides notice to the Department unless City and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City. The Department will notify City when the change has been made, and City is responsible for confirming the change. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City shall also include with the notice a list of businesses City knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City of the annexation.

- 2.4 Development and Impact Fees:** Upon request, City shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.
- 2.5 Prior Audits:** Upon request by the Department, City shall allow inspections and copies of any City tax audits conducted prior to January 1, 2015.
- 2.6 Other Information:** City shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.
- 2.7 Statutory Authority:** The disclosure of confidential City tax information is governed by A.R.S. § 42-2001 et seq., or Model City Tax Code Section 510 for all reporting periods prior to January 1, 2015.

3. Disclosure of Information by Department to City

- 3.1 Qualified Recipients of Information:** City shall provide a list of the names and job titles of duly authorized representatives acting on behalf of City authorized to receive Confidential Information as defined in the Standard Authorization List Update Process Map. The Department will not disclose any Confidential

Information to any representative whose name is not included on this list. The Department may contact City with any questions related to authorized recipients.

3.2 Suspension of Information: The Department will not withhold Confidential Information from City so long as City complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

- (a) If the Department has information to suggest City or any of its duly authorized representatives violated A.R.S. § 42-2001 et seq. or the Confidentiality Standards (Appendix A), the Department will send written notice to City detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
- (b) The Department will review the written response from City and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
- (c) If City is dissatisfied with the Department's determination, it may within ten calendar days, submit a written request to SMART requesting the group review the determination pursuant to Section 14.
- (d) If the Department has information to suggest City violated the Confidentiality Standards, the Department may inspect City's records, facilities, and equipment to confirm whether there has been a violation upon notification to City.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City. In addition to the information detailed in Appendix B, City may obtain upon request:

- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and
- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City received all revenues collected by the Department on behalf of City.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City pursuant to A.R.S. § 42-2003(G) if the information relates to a taxpayer who

is or may be taxable by a county, city or town. Any Confidential Information released to City:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(G) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City to receive taxpayer information pursuant to Section 3.2 of this agreement. Under no circumstances shall the suspension of any right to receive taxpayer information adversely impact the delivery or transfer of any City revenues in any manner.

- 3.6 Specificity of Data:** Pursuant to A.R.S. § 42-6001, the Department and City agree that the data fields identified in Appendix B and the JT-1, TPT-2 and TPT-EZ forms provided in Appendix C meet the specificity requirements of City. The forms provided in Appendix C may be revised and replaced as needed by mutual agreement of the Department and City based on approval by SMART.

4. Audit

The Department shall administer the audit functions with City in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

- 4.1 Training:** All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:
- (a) Provide semi-annual audit training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to the site and training materials;
 - (b) Notify City of any training sessions at least thirty calendar days before the date of the training session;
 - (c) Permit City auditors and supervisors to attend any scheduled training as space permits at any designated training location; and
 - (d) Provide additional training, as needed, to inform auditors and supervisors regarding changes in State law, the Model City Tax Code, Audit Procedures or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

- (a) Represent a taxpayer in any tax matter against the Department or City while employed or in an independent contractor relationship with the Department or City.
- (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
- (c) Represent a taxpayer before the Department or City concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City, work in the same firm as a person who represents a taxpayer against the Department or City unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) City may request the Department conduct an audit or review of any taxpayer engaged in business in City, including a taxpayer whose business activity is subject to tax by the City but is not subject to tax by the State. The Department and the cities and towns shall collaboratively establish and maintain minimum justification standards and procedures City shall adhere to when submitting an audit request.
- (b) City may conduct an audit of a taxpayer engaged in business only in City. Before commencing such audit, City shall submit a Field Audit Request Form. The Department will provide City with a determination to proceed or not within ten calendar days of the notice from City.
- (c) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City auditor may participate in any audit City requested the Department to perform.
- (d) City shall notify the Department if it wants to audit a taxpayer having locations in two or more Arizona cities or towns and whose business activity

is subject to tax by the City but is not subject to tax by the State. The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City of its determination within fifteen (15) calendar days. No initial audit contact may occur between City and a taxpayer until the Department approves the audit notice.

- (e) In the case of taxpayers doing business in more than one city/town:
 - (1) City may either request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax, or
 - (2) City may request to conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both cities' and state tax.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form. The Department shall notify City of its decision regarding the request within fifteen (15) calendar days of receipt of the request.
- (f) The Department may deny a request for an audit in writing within 15 days of city/town request for the following reasons:
 - (1) An audit is already scheduled or planned for the taxpayer within six months of the request;
 - (2) The requested audit would interfere with strategic tax administration planning;
 - (3) The audit selection is discriminatory, an abuse of process or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two years;
 - (6) The Department lacks sufficient resources to conduct the audit; or
 - (7) The scope or subject of the audit does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then City shall notify the

Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City and a taxpayer until the Department's supervisor is appointed to the audit.

- (h) Any decision by the Department denying City's request to conduct any audit may be referred to SMART in accordance with Section 14 of this Agreement.
- (i) All audits conducted by City shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors shall be trained in accordance with Section 4.1 above.
- (j) The Department may appoint a Department manager to supervise any audit conducted by City.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department will notify City of all refund requests that are processed involving City's Municipal Taxes within thirty calendar days of processing the refund. City may request an audit of the taxpayer as set forth in Section 4.3 above.
- (c) The Department may assign an auditor to review requests for refunds. The Department will notify City, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City's taxing jurisdiction and may request that City assist with such reviews. The Department may assign a refund request to a City auditor for review. The Department may only assign refund requests to a City auditor if the City is involved in the refund request.

- (d) City is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City. The Department may offset a remittance to City under this Agreement to cover the amounts of allowed refunds paid to the Department. If there are insufficient funds available to pay the refund, City must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City of any appeals within 30 days of receipt of the protest.

4.6 Status Reports: The Department shall keep SMART apprised of the status of each protested matter involving the imposition of Municipal Taxes. City may request to be on a distribution list for monthly status reports by contacting the Department.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. The Department will notify City of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty (30) calendar days of disclosure. City may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for City Municipal Tax. The Department of Revenue shall provide City with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

6.2 License Checks: The Department and City shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

6.3 Confidentiality: Any tax license information City obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City obtains through its own efforts may be disclosed as allowed by applicable City laws.

- 6.4 Changes to License Fees:** Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department's City Services Unit. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City.

7. Closing Agreements

The Department shall notify City before entering into a Closing Agreement and shall seek a range of settlement authority from City related to the tax levied and imposed by City in accordance with the Standard Audit Life Cycle Process.

8. Responsibility for Representation in Litigation

- 8.1 Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit in accordance with the Standard Audit Life Cycle Process Map. The Department shall be diligent in defending the interests of City and City shall assist in such representation as may be requested by the Department or by City.
- 8.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.
- 8.3 Mutual Cooperation:** The Department and City agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.
- 8.4 Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. **Collection of Municipal Taxes**

9.1 Tax Returns: Taxpayers who are subject to City Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.

9.2 Collections: The Department shall collect any Municipal Tax imposed by City recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City Municipal Tax accounts after the termination of this Agreement shall be forwarded to City. The Department and City may enter into an additional agreement to provide joint collection efforts on the following terms:

- (a) **Training:** All City collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 4.1 of this Agreement.
- (b) **Conflict of Interest:** A collector authorized under this provision may not:
 - (1) Represent a taxpayer in any tax matter against the Department or City while employed by the City.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City concerning any matter in which he/she personally participated for a period of one year after he/she ends employment with the City.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.
 - (5) For a period of one year after he/she ends employment with the City, work in the same firm as a person who represents a taxpayer against the Department or City unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.
- (c) **Revocation:** The Department may revoke an individual's or City's authority to collect obligations under this section, subject to review by SMART upon request by the individual or City.

9.3 State of Arizona Liquor License Affidavit: City may request that the Department issue a liquor license affidavit. The Department will respond to the request via secured e-mail with a note stating complete, in-process, or unable to complete.

When the City request liquor license affidavits, they will need to elect the prescribed method if they are willing to pay for the Arizona Department of Liquor Licenses and Control (ADOLLC) hearing if the license is held for renewal until balance paid in full. The Department and City will negotiate how the cost of the hearing will be shared between the Department and City on a case by case basis.

- 9.4 Uncollectible/Discretionary Write-offs:** The Department will share the annual list of uncollectible/discretionary write-offs prior to the end of fiscal year write-off event. City will have 45 days to submit feedback.
- 9.5 Remittance:** All amounts collected by the Department for Municipal taxes, penalties and interest under this Agreement shall be remitted to City weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City.
- 9.6 Abatement:** The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City or SMART before abating tax or closing accounts. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.
- 9.7 Funds Owed to City:** At all times and under all circumstances payments remitted by a taxpayer to the Department for City Municipal Taxes will be considered property of City. The Department may not retain or fail to remit such funds to City for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City and the Department.
- 9.8 Adjustments to Reported Taxes:** If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect city or town, the Department and affected cities or towns shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing taxpayer ruling requests and interpretations of the Model City Tax Code. City acknowledges that pursuant to A.R.S. 42-6005(B), when the state statutes and Model City Tax Code are the same and where the

Department has issued written guidance, the Department's interpretation is binding on cities and towns. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. Designated persons must be authorized to receive confidential information as authorized by Section 3.1 of this agreement. The Department shall include at least two representatives of the municipalities as regular members of any group established to respond to taxpayer ruling requests and to issue uniform interpretations and guidance promulgated by the Department. This section is not intended to affect procedures for appeals and litigation as outlined in Section 4.5 and Section 8 of this agreement.

11. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City of any financial obligation imposed by statute.

12. Inter-Jurisdictional Transfers

The Department shall administer the inter-jurisdictional transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map.

13. Education and Outreach Efforts

To further its focus on serving taxpayers and to commitment of funding Arizona's future through enhanced customer service, continuous improvement, innovation, the Department is also expanding its outreach and education program to connect with all citizens of Arizona, strategically working with taxpayer and industry groups, tax practitioners and Arizona's Cities and Towns to ensure tax education of individual and business taxpayers.

Any City may further this mission, at its own expense, in providing education and outreach to taxpayers and business. Education and Outreach shall be consistent with applicable law and Department written guidance.

Increased Education and Outreach Efforts among the Department and the cities and towns will ensure collaborative partnerships that are beneficial to both that emphasizes an ongoing two-way exchange of information and communication on issues of common interest and is meant to promote cooperation in areas of overlapping special projects. Therefore, upon request, City shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement the workings of an Ambassador Program; whereby, the Department provides structure/support of curriculum for education related to tax

administration and compliance. The City will have a standard work process when participating in ADOR-led educational events.

The City shall have a dedicated primary point of contact (PPOC) on its list of duly authorized representatives, who is located in Arizona and is tasked with sending and receiving communications between the ADOR and the City.

14. State & Municipal Audit Resolution Team (“SMART”)

14.1 Members: The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SMART meeting.

14.2 Selection: The Director of the Department shall appoint people to serve as members of SMART. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions.

14.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented. Alternate members may attend meetings but cannot vote unless filling the seat of a regular member.

14.4 Issues: The Department or City may refer issues to SMART to include, but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;
- (e) Suspension of disclosure of information from the Department;
- (f) Unresolved disagreement regarding proposed changes to process maps listed in Sections 1.16, 1.17 and 1.18;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties.

- 14.5 Recommendations:** SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five members of SMART, the Director will accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five members of the group, the Director or Director's designee may act as he deems to be in the best interests of all parties. Notwithstanding the above, upon request by a City, the Director will submit his decision to the Attorney General's Office for review.
- 14.6 Voting:** Any voting member of the committee may request the vote be held by secret ballot.
- 14.7 Procedures:** SMART shall develop procedures concerning the operation of the group consistent with this Agreement.

15. Funding of Additional Auditors by City

- 15.1 Funding:** At the sole discretion of City, City may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City. Such additional auditors funded by City shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City. It is the parties' intention that City funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.
- 15.2 Use of Funds:** City funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.
- 15.3 Pool of Funds:** The Department may pool any City funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.
- 15.4 Accounting:** The Department shall provide an annual accounting to City, by August 31 each year describing how City funding was used during the prior fiscal year.

16. Satellite Offices for Department Auditors

- 16.1 Funding:** City, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by

Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City.

- 16.2 Requirements:** Any Department employee using a City satellite office must meet reasonable requirements of City related to the use of the facility. City shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 16.3 Termination:** Once a satellite office is established, City shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City and shall promptly remove all Department property.
- 16.4 License:** All requirements of City and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

17. Non-availability of Funds

Every payment obligation of the Department and the City pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City paid by a taxpayer for Municipal Taxes or tax license fees of City. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City pursuant to this Agreement.

18. Waiver

Nothing in this Agreement should be interpreted as City relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

19. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City taxes shall survive cancellation.

20. Notice

- (a) When any Notice to City is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

City of Surprise
Attn: Craig Dies
16000 N. Civic Center Plaza
Surprise, AZ 85374

Craig.Dies@surpriseaz.gov

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to: citiesunit@azdor.gov.

21. Non-discrimination

The Department and City shall comply with Executive Order 2009-9, which mandates 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 Department and City shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

22. Compliance with Immigration Laws and A.R.S. § 41-4401

- 22.1** The Department and City shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”

22.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

22.3 The Department and City retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

23. **Audit of Records**

City and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

24. **Amendments**

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of the Agreement.

25. **Mutual Cooperation**

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

26. **Arbitration**

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

27. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor or his/her designee, or another party with designated authority pursuant to applicable law on behalf of City.

28. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

29. Duration

29.1 The term of this Agreement shall commence from the latest date as indicated in Section 32 and continue in force through December 31st of that same year unless canceled or terminated as provided herein. The term of the Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein. Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 29.5 shall thereafter be executed by the parties hereto by a separate, signed amendment and incorporated herein to be effective during the term of the Agreement and any extensions. This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect. This Agreement shall expire on December 31st of any year the Department is subject to sunset review. Upon expiration, cancellation or termination, any subsequent Agreement must be ratified through signature by both parties.

29.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.

29.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.

29.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 20 of this Agreement.

29.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

30. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

31. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

32. Signature Authority

32.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

32.2 This Intergovernmental Agreement may be executed in counterpart.

Signature		Date	Signature		Date
Grant Nülle, Deputy Director			Michael Frazier, City Manager		
Typed Name and Title			Typed Name and Title		
Arizona Department of Revenue			City of Surprise		
Entity Name			Entity Name		
1600 W. Monroe			16000 N. Civic Center Plaza		
Address			Address		
Phoenix	Arizona	85007	Surprise	Arizona	85374
City	State	Zip	City	State	Zip

RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY/TOWN ATTORNEY:
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. MARK BRNOVICH The Attorney General Signature Assistant Attorney General Date: _____	APPROVED AS TO FORM AND AUTHORITY: BY: _____ CITY/TOWN ATTORNEY Date: _____

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 Confidential Information is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).
- 1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.
- 1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.
- 1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
 - a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
 - b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were \$900,000 and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate on large purchases)
 - c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- 2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Computer terminals should be placed in such a manner that prohibits public viewing of Confidential Information.
- 2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

4. Disposal of Information

- 4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.
- 4.2 Paper copies of Confidential Information must be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

5. Storing Data

- 5.1 Confidential Information may be stored on hard disks only if agency approved security access control devices (hardware/software) have been installed, are receiving regularly scheduled maintenance including upgrades, and are being used. Access controls must include password security, an audit trail, encryption, virus detection, and data overwriting capabilities.

6. Encryption Requirements and Cryptographic Module Authentication

- 6.1 The City/Town information system must implement mechanisms for the authentication to a cryptographic module that meets the requirements of applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance for such authentication.
- 6.2 Validation provides assurance that when an agency implements cryptography to protect Confidential Information, the encryption functions have been examined in detail and will operate as intended.
- 6.3 All electronic transmissions of Confidential Information must be encrypted using FIPS 140-2 validated cryptographic modules. A product does not meet the FIPS 140-2 requirements by simply implementing an approved security function. Only modules tested and validated to FIPS 140-2 meet the applicability requirements for cryptographic modules to protect sensitive information. NIST maintains a list of validated cryptographic modules on its website <http://csrc.nist.gov/>
- 6.4 Confidential Information is required to be protected in transit and at rest. City/Town is requested to adhere to the following guidelines to use encryption:
 - Encrypt the compressed file using Advanced Encryption Standard.
 - Compress files in .zip or .zipx formats.
 - Use a strong 256-bit encryption key string.
 - Ensure a strong password or pass phrase is generated to encrypt the file.
 - Communicate the password or pass phrase with the Department of Revenue through a separate email or via a telephone call to your DOR contact person. Do not provide the password or passphrase in the same email containing the encrypted attachment.
- 6.5 Refer to your specific file compression software user guide for instructions on how to compress and encrypt files. Known compatible products with DOR include but are not limited to WinZip and Secure Zip.
- 6.6 Please remember, while the attachment is encrypted, the content of the email message will not be encrypted, so it is important that any sensitive information be contained in the attachment (encrypted document).

7. Wireless Access (if accessing State Confidential Information from a wireless network)

7.1 City/Town must:

- Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- Authorize wireless access to the information system prior to allowing such connections.
- Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

8. Interconnection Security Agreement

- 8.1 Trusted Behaviors. The City/Town system and users are expected to protect ADOR's data in accordance with applicable state and federal laws.
- 8.2 Data Flows. The City/Town is responsible for creating architectural diagrams of any systems connecting to ADOR systems and depicting the flow of State Confidential Information.
- 8.3 Audit Trail Responsibilities. City/Town is responsible for auditing application processes and user activities involving any information interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators or security officers. Audits, and/or security actions taken by system administrators or security officers will be recorded and available for review by ADOR.
- 8.4 Incident Reporting. City/Town is required to notify ADOR in the event of data loss, breach, or security concern regarding ADOR's Confidential Information by reporting the incident to the ADOR Information Security Team by phone at (602) 716-6166 or email at InfoSec@azdor.gov.
- 8.5 DOR may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store or transmit any ADOR data at any time to ensure that ADOR information is adequately protected.

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2

- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2

- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Business Code
- Number of Accounts
- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date

- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

ARIZONA JOINT TAX APPLICATION (JT-1)


Customer Care and Outreach
ARIZONA DEPARTMENT OF REVENUE

 PO BOX 29032
 Phoenix, AZ 85038-9032
IMPORTANT! Incomplete applications WILL NOT BE PROCESSED.

- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
- Required information is designated with an asterisk (*).
- Return completed application AND applicable license fee(s) to address shown at left.
- For licensing questions regarding transaction privilege tax, call Customer Care and Outreach: (602) 255-3381



**You can register, file
and pay for this
application online at
www.AZTaxes.gov.
It is fast and secure.**

SECTION A: Business Information

1* Federal Employer Identification Number or Social Security Number, <i>required if sole proprietor with no employees</i>		2* License Type – <i>Check all that apply:</i> ☐ Transaction Privilege Tax (TPT) ☐ Use Tax ☐ Withholding/Unemployment Tax <i>(if hiring employees)</i> ☐ TPT for Cities ONLY	
3* Type of Organization/Ownership – <i>Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.</i> ☐ Individual/Sole Proprietorship ☐ Subchapter S Corporation ☐ Government ☐ Joint Venture ☐ Corporation ☐ Association ☐ Estate ☐ Receivership ☐ Partnership ☐ Trust ☐ Limited Liability Company ☐ Limited Liability Partnership State of Inc. _____ Date of Inc. <u>MM</u> / <u>DD</u> / <u>YY</u>			
4* Legal Business Name			
5* Mailing Address – number and street		City State ZIP Code	
County/Region		Country	
6* Business Phone No. <i>(with area code)</i>	7 Email Address	8 Fax Number <i>(with area code)</i>	
9* Description of Business: <i>Describe merchandise sold or taxable activity.</i>			
10* NAICS Codes: Available at www.azdor.gov			
11* Did you acquire or change the legal form of an existing business? ☐ No ☐ Yes → You must complete Section F.		12* Are you a construction contractor? ☐ No ☐ Yes <i>(see bonding requirements)</i>	
BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.			
WITHHOLDING LICENSE ONLY			
13* Withholding Physical Location Number and street <i>(Do not use PO Box, PMB or route numbers)</i>		City State ZIP Code	
County/Region		Country	

Continued on page 2 →

FOR AGENCY USE ONLY		
☐ New ☐ Change ☐ Revise ☐ Reopen	ACCOUNT NUMBER	DLN
	START	TRANSACTION PRIVILEGE TAX
	S/E DATE	WITHHOLDING / SSN / EIN
	COMPLETED DATE	EMPLOYEE'S NAME
	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
---------------------------	----------------------------------

SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 2	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 3	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona M,M,D,D,Y,Y,Y,Y	2* Date Sales Began M,M,D,D,Y,Y,Y,Y	3 What is your Estimated Tax Liability for your first twelve months of business?
4 Filing Frequency ☐ Monthly ☐ Quarterly ☐ Seasonal ☐ Annual If seasonal filer, check the months for which you intend to do business: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC		
5 Does your business sell tobacco products? ☐ Yes → ☐ Retailer OR ☐ Distributor	6 TPT Filing Method ☐ Cash Receipts ☐ Accrual	7 Does your business sell new motor vehicle tires or vehicles? ☐ Yes → You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov
8* Tax Records Physical Location – number and street (Do not use PO Box, PMB or route numbers)		
City		State ZIP Code
County		Country
9* Name of Contact		* Phone Number (with area code) Extension

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location	2* Phone Number (with area code)
3* Physical Location of Business or Commercial/Residential Rental Number and street (Do not use PO Box, PMB or route numbers)	City State ZIP Code
County/Region	Country
Residential Rental Only – Number of Units	Reporting City (if different than the physical location city)
4* Additional County/Region Indian Reservation/City: County/Region Indian Reservation and City Codes available at www.azdor.gov	
County/Region	City
Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov	
State/County	City

If you have more locations, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
---------------------------	----------------------------------

SECTION E: Withholding & Unemployment Tax Applicants

1* Regarding <i>THIS</i> application, Date Employees First Hired in Arizona M M D D Y Y Y Y	2 Are you liable for Federal Unemployment Tax? ☐ Yes → First year of liability: Y Y Y Y								
3 Are individuals performing services that are excluded from withholding or unemployment tax? ☐ Yes → Describe services: _____	4 Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? ☐ Yes → Attach a copy of the Ruling Letter.								
5 Do you have, or have you previously had, an Arizona unemployment tax number? ☐ No ☐ Yes → Business Name: _____ Unemployment Tax Number: _____									
6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Hired Year</th> <th style="width: 25%;">Hired Quarter</th> <th style="width: 25%;">Paid Year</th> <th style="width: 25%;">Paid Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Hired Year	Hired Quarter	Paid Year	Paid Quarter	Y Y Y Y	Q	Y Y Y Y	Q
Hired Year	Hired Quarter	Paid Year	Paid Quarter						
Y Y Y Y	Q	Y Y Y Y	Q						
7 When did/will you first pay a total of \$1,500 or more gross wages in a calendar quarter? (indicate quarter as 1, 2, 3, 4) Exceptions: \$20,000 gross cash wages Agricultural; \$1,000 gross cash wages Domestic/Household; not applicable to 501(c)(3) Non-Profit.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y Y Y Y	Q				
Year	Quarter								
Y Y Y Y	Q								
8 When did/will you first reach the 20 th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? (indicate quarter as 1, 2, 3, 4) Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y Y Y Y	Q				
Year	Quarter								
Y Y Y Y	Q								

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

1* Did you acquire or change all or part of an existing business? ☐ All ☐ Part	2* Date of Acquisition M M D D Y Y Y Y	3* EIN of Business Under Previous Owner
4* Previous Owner's Telephone Number	5* Name of Business Under Previous Owner	6* Name of Previous Owner
7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) ☐ All ☐ Part	8* Date of Change M M D D Y Y Y Y	9* EIN of Previous Legal Form

SECTION G: AZTaxes.gov Security Administrator

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

1 Print or Type Name	2 Print or Type Name
Title	Title
Date	Date
Signature	Signature

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program
This application is available in alternative formats at Unemployment Insurance Tax Office.

**PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET
TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.**

SECTION I: State/County & City License Fee WorksheetALL FEES ARE SUBJECT TO CHANGE. Check for updates at www.azdor.gov.To calculate **CITY FEE**: Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		\$2.00		Goodyear	GY		\$5.00		Sahuarita	SA		\$5.00	
Avondale	AV		\$0.00		Guadalupe	GU		\$2.00		San Luis	SU		\$2.00	
Benson	BS		\$5.00		Hayden	HY		\$5.00		Scottsdale	SC		\$50.00	
Bisbee	BB		\$1.00		Holbrook	HB		\$1.00		Sedona	SE		\$2.00	
Buckeye	BE		\$2.00		Huachuca City	HC		\$2.00		Show Low	SL		\$2.00	
Bullhead City	BH		\$2.00		Jerome	JO		\$2.00		Sierra Vista	SR		\$1.00	
Camp Verde	CE		\$2.00		Kearny	KN		\$2.00		Snowflake	SN		\$2.00	
Carefree	CA		\$10.00		Kingman	KM		\$2.00		Somerton	SO		\$2.00	
Casa Grande	CG		\$2.00		Lake Havasu	LH		\$5.00		South Tucson	ST		\$2.00	
Cave Creek	CK		\$20.00		Litchfield Park	LP		\$2.00		Springerville	SV		\$5.00	
Chandler	CH		\$2.00		Mammoth	MH		\$2.00		St. Johns	SJ		\$2.00	
Chino Valley	CV		\$2.00		Marana	MA		\$5.00		Star Valley	SY		\$2.00	
Clarkdale	CD		\$2.00		Maricopa	MP		\$2.00		Superior	SI		\$2.00	
Clifton	CF		\$2.00		Mesa	ME		\$20.00		Surprise	SP		\$10.00	
Colorado City	CC		\$2.00		Miami	MM		\$2.00		Taylor	TL		\$2.00	
Coolidge	CL		\$2.00		Nogales	NO		\$0.00		Tempe	TE		\$50.00	
Cottonwood	CW		\$2.00		Oro Valley	OR		\$12.00		Thatcher	TC		\$2.00	
Dewey/Humboldt	DH		\$2.00		Page	PG		\$2.00		Tolleson	TN		\$2.00	
Douglas	DL		\$5.00		Paradise Valley	PV		\$2.00		Tombstone	TS		\$1.00	
Duncan	DC		\$2.00		Parker	PK		\$2.00		Tucson	TU		\$20.00	
Eagar	EG		\$10.00		Patagonia	PA		\$0.00		Tusayan	TY		\$2.00	
El Mirage	EM		\$15.00		Payson	PS		\$2.00		Wellton	WT		\$2.00	
Eloy	EL		\$10.00		Peoria	PE		\$50.00		Wickenburg	WB		\$2.00	
Flagstaff	FS		\$46.00		Phoenix**	PX		\$50.00		Willcox	WC		\$1.00	
Florence	FL		\$2.00		Pima	PM		\$2.00		Williams	WL		\$2.00	
Fountain Hills	FH		\$2.00		Pinetop/Lakeside	PP		\$2.00		Winkelman	WM		\$2.00	
Fredonia	FD		\$10.00		Prescott	PR		\$5.00		Winslow	WS		\$10.00	
Gila Bend	GI		\$2.00		Prescott Valley	PL		\$2.00		Youngtown	YT		\$10.00	
Gilbert	GB		\$2.00		Quartzsite	QZ		\$2.00		Yuma	YM		\$2.00	
Glendale	GE		\$35.00		Queen Creek	QC		\$2.00						
Globe	GL		\$2.00		Safford	SF		\$2.00						
Subtotal City License Fees (column 1)				\$	Subtotal City License Fees (column 2)				\$	Subtotal City License Fees (column 3)				\$

AA TOTAL City License Fee(s) (column 1 + 2 + 3)..... \$

		No. of Loc's	Fee per Location	TOTAL
BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by \$12.00			\$12.00	\$
Residential Rental License Fees - Only Chandler, Phoenix, and Scottsdale				
Multiply the number of units per locations by \$2.00 (\$50.00 Annual Cap per license).		No. of Units	No. of Loc's	City Fee
ONLY CHANDLER, PHOENIX, and SCOTTSDALE should use this section. DO NOT use the fee chart above to calculate license fees. The amount for each city CANNOT EXCEED \$50.00		Residential Rental License-Chandler		\$
		Residential Rental License-Phoenix		\$
		Residential Rental License-Scottsdale		\$
CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale).....				\$
DD TOTAL DUE (Add lines AA + BB + CC)				\$

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.

- Do not send cash.
- License will not be issued without full payment of fee(s).

**If your only business is under Class 213, Commercial Lease, there is no license fee due.



ARIZONA DEPARTMENT OF REVENUE
GENERAL INSTRUCTIONS FOR ARIZONA JOINT TAX APPLICATION (JT-1)

Online Application

Go to www.AZTaxes.gov

Notice for Construction Contractors:

Due to bonding requirements, construction contractors are not permitted to license for transaction privilege tax online. For more information, please contact us.

Mailing Address

Arizona Department of Revenue
PO Box 29032
Phoenix, AZ 85038-9032

**Customer Service
Center Locations**

8:00 a.m. – 5:00 p.m.
Monday through Friday
(Except legal Arizona state holidays)

Phoenix Office

1600 West Monroe
Phoenix, AZ 85007

Mesa Office

1840 South Mesa Drive
Building #1352
Mesa, AZ 85201

(This office does not handle billing or account disputes)

Tucson Office

400 West Congress
Tucson, AZ 85701

**Customer Service
Telephone Numbers**

Licensing questions on Transaction Privilege, Withholding or Use Tax
(Arizona Department of Revenue)
(602) 255-3381

Unemployment Tax
(Arizona Department of
Economic Security)
(602) 771-6602

E-mail: uitstatus@azdes.gov

The Arizona Joint Tax Application (JT-1) is used to apply for Transaction Privilege Tax, Use Tax, and Employer Withholding and Unemployment Insurance. The Application is called "Joint" because it is used by both the Department of Revenue and Economic Security.

USE THIS APPLICATION TO:

- **License New Business:** If you are selling a product or engaging in a service subject to transaction privilege tax, you will most likely need to obtain the state transaction privilege tax license (TPT) license.
- **Change Ownership:** If acquiring or succeeding to all or part of an existing business or changing the legal form of your business (sole proprietorship to corporation, etc.).

IMPORTANT: To avoid delays in processing of your application, we recommend you read these instructions and refer to them as needed to ensure you have accurately entered all the required information. **This application must be completed, signed, and returned as provided by A.R.S. § 23-722.**

- Please read form instructions while completing the application. Additional information and forms are available at www.azdor.gov.
- Required information is designated with an asterisk (*).
- Please complete Section I: State/County & City License Fee Worksheet to calculate and remit **Total Amount Due** with this application.

When completing this form, please **print or type in black ink**. Legible applications are required for accurate processing. The following numbered instructions correspond to the numbers on the Form JT-1.

If you need to update a license, add a business location, get a copy of your license, or make other changes: Complete a Business Account Update form and include a State fee of \$12 per location and any applicable fees related to locations within the City/Town jurisdictions. Additional information and forms are available at www.azdor.gov.

Section A: BUSINESS INFORMATION

1. Provide your **Federal Employer Identification No.** (FEIN) or Social Security No. (SSN) if you are a sole proprietor without employees. Taxpayers are required to provide their taxpayer identification number (TIN) on all returns and documents. A TIN is defined as the federal employer identification number (EIN) or SSN, depending upon how income tax is reported. The EIN is required for all employers. A penalty of \$5 will be assessed by the Department of Revenue for each document filed without a TIN.

2. **License Type (Check all that apply):**

Transaction Privilege Tax (TPT): Anyone engaged in a business taxable under the TPT statutes must apply for a TPT License before engaging in business. For TPT, you are required to obtain and display a separate license certificate for each business or rental location. This may be accomplished in one of the following ways:

- Each location may be licensed as a separate business with a separate license number for purposes of reporting transaction privilege and use taxes individually. Therefore, a separate application is needed for each location.
- Multiple locations may be licensed under a consolidated license number, provided the ownership is the same, to allow filing of a single tax return. If applying for a new license, list the various business locations as instructed below. If already licensed and you are adding locations, **do not use this application to consolidate an existing license. Please submit a Business Account Update form, available at www.azdor.gov.**

Withholding & Unemployment Taxes: Employers paying wages or salaries to employees for services performed in the State must apply for a Withholding number & Unemployment number.

Use Tax: Out-of-state vendors (that is, vendors with no Arizona location) making direct sales into Arizona must obtain a Use Tax Registration Certificate. In-state business not required to be licensed in Arizona for TPT purposes, making out-of state purchases for their own use (and not for resale) must also obtain the Use Tax registration.

TPT for cities only: This type of license is needed if your business activity is subject to city TPT which is collected by the state, but the activity is not taxed at the state level.

3. **Type of Organization/Ownership:** Check as applicable. A corporation must provide the state and date of incorporation.
4. Provide the **Legal Business Name** or owner or corporation as listed in its articles of incorporation, or individual and spouse, or partners, or organization owning or controlling the business.
5. Provide the **Mailing Address** (number and street) where all correspondence is to be sent. You may use your

home address, corporate headquarters, or accounting firm's address, etc. If mailing address differs for licenses (for instance withholding and unemployment insurance), please send a cover letter with completed application to explain.

6. Provide the **Business Phone Number** including the area code.
7. Provide the **Email Address** for the business or contact person.
8. Provide the **Business Fax Number** including the area code.
9. Provide the **Description of Business** by describing the major taxable business activity, principle product you manufacture, commodity sold, or services performed. Your description of business is very important and **MUST** link to the appropriate **NAICS Code** and **Business Code**.
10. Provide all **North American Industries Classification System (NAICS) Code(s)** that apply. The NAICS is identified for your business, based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one NAICS code. A current listing is available at www.azdor.gov.
11. If you acquired or changed the legal name of an existing business, you must complete Section F of this application. If you check NO, proceed to number 12.
12. If you are a construction contractor, read bonding requirements and submit the appropriate bonding paperwork with this application. If you check NO, proceed to number 13.
13. Provide the **Withholding Physical Location** of the business. This address cannot be a PO Box or Route Number.

Section B: IDENTIFICATION OF OWNERS, PARTNERS, CORPORATE OFFICERS, MEMBERS/ MANAGING MEMBERS OR OFFICIALS OF THIS EMPLOYING UNIT

Provide the full name, social security number and title of all Owners, Partners, Corporate Officers, Members/ Managing Members or Officials of the Employing Unit. If you need additional space, attach Additional Owners, Partners, Corporate Officer(s) Addendum available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/ or managing members own more than 50% of, or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a General Disclosure/ Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Section C: TRANSACTION PRIVILEGE TAX (TPT)

1. Provide the **Date Business Started** in Arizona.
2. Provide the **Date Sales Began** in Arizona or estimate when you plan to begin selling in Arizona.
3. **Tax Liability:** Provide the amount of gross income you can reasonably expect to generate in your first twelve months of business. You will be set up for monthly filing unless your Estimated Tax Liability will result in a tax liability of less than \$8,000, which will require you to file quarterly.
4. Based on your tax liability, provide your filing frequency. If your total estimated annual combined Arizona, county and municipal TPT liability is:
 - Less than \$2,000, you may file and pay **annually**.
 - Between \$2,000 and \$8,000, you may file and pay **quarterly**.
 - Otherwise, your transaction privilege taxes are due **monthly**.
 If your business is **Seasonal** or you are a transient **vendor**, indicate the months in which you intend to do business in Arizona.
5. Indicate whether your business sells **tobacco products**. If you checked yes, check the box to indicate if you are a retailer or distributor of tobacco products.
6. **TPT Filing Method:** Check which filing method your business uses for determining tax liability. Cash basis requires the payment of tax based on sales receipts actually received during the period covered on the tax return. When filing under the accrual basis the tax is calculated on the sales billed rather than actual receipts.
7. If you sell new **Motor Vehicle Tires or Vehicles**, you must file the Motor Vehicle Waste Tire Fee form (TR-1) available at www.azdor.gov. Sellers of new motor vehicles and motor vehicle tires in the state, for on-road use, are required to report and pay a waste tire fee to the Department of Revenue.
8. through 9. **Tax Records Physical Location** indicate the physical address where your tax records are located. Include the contact person's name and phone number.

Section D: TRANSACTION PRIVILEGE TAX (TPT) PHYSICAL LOCATION

1. Provide the Business Name, "**Doing Business As**" (**DBA**). DBA is the name of a business other than the owner's name or, in the case of a corporation, a name that is different from the legal or true corporate name. If it is the same as the **Legal Business Name** enter "same".
2. Provide the **Business Phone Number** including the area code.
3. Provide the **Physical Location** of the business. This address cannot be a PO Box or Route Number. Provide:
 - County/Region
 - Residential Rentals ONLY - Number of Units
 - Reporting City, if different from the **Physical Location** city. For example, if the location for the listed address

is listed in an adjacent city, such as Scottsdale, but the location of the business is actually within the city of Phoenix. See "TPT Rate Look Up" on www.AZTaxes.gov.

4. Provide if your business is located on an Indian Reservation; provide the **Additional County/Region Indian Reservation Code(s)**. A current listing is available at www.azdor.gov.

Provide the **Business Code(s)** including all State and City Business Code(s) that apply; based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one business code. A current listing is available at www.azdor.gov.

If you have more locations, attach Additional Business Locations form available at www.azdor.gov.

Section E: WITHHOLDING & UNEMPLOYMENT TAX APPLICANTS

1. Provide the **Date Employees First Hired** in Arizona.
2. If you are liable for Federal Unemployment Tax, check YES and enter the first year of liability.
3. If individuals in your business are performing services that are excluded from withholding or unemployment tax, check YES and describe the services these individuals are performing.
4. If your business has an IRS ruling that grants an exclusion from Federal Unemployment Tax, check YES and you must attach a copy of the Ruling Letter to this application.
5. If you have, or previously had an Arizona unemployment tax number, check YES and provide the business name you used and the unemployment number.
6. Provide the first calendar quarter Arizona employees were or will be hired and paid.
7. When do you anticipate or did you first pay a total of \$1,500 or more in gross wages in a calendar quarter? Indicate the year and quarter in which this occurred or will occur.
8. When do you anticipate or did you first reach the 20th week of employing 1 or more individuals for a full or partial day within the same calendar year? Indicate the year and quarter in which this occurred or will occur.

Section F: ACQUIRED BUSINESS INFORMATION

1. Did you acquire or change all or part of an existing business? If part, to obtain an unemployment tax rate based on the business's previous account, you must request it no later than 180 days after the date of acquisition or legal form of business change; contact the Unemployment Tax Office Experience Rating Unit for an Application & Agreement for Severable Portion Experience Rating Transfer (form UC-247; printable version available online at www.azui.com).

2. Provide the date you acquired the previous owner's business or changed the legal form of your existing business (sole proprietor to corporate, etc.).
3. through 6. Complete as indicated if you know the previous owner's information.
7. through 9. If you merely changed the legal form of your existing business, indicate whether or not you changed all or part of the business, the date of change and EIN of previous Legal Form of Business.

Section G: AZTAXES.GOV SECURITY ADMINISTRATOR

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

Section H: REQUIRED SIGNATURES

This application must be signed only by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business. This application CANNOT be signed by agents or representatives.

Section I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET

There are no fees for Withholding/Unemployment Insurance, or Use Tax registrations. State license fees are calculated per business location. To calculate the city license fees, use the listing of cities on page 4, Section I of this application. City fees are subject to change. Check for updates at www.azdor.gov.

- AA: TOTAL City License Fees – To calculate the city fees, multiply No. of Locations in the city by the license fee and enter sum in Subtotal City License Fees. Then calculate and enter the sum of columns 1 + 2 + 3. If you have a location in Phoenix and the business is only under Class 213, Commercial Lease, there is no license fee due.
- BB: TOTAL State License Fees – To calculate the state fees, multiply the No. of locations in the state by \$12.
- CC: TOTAL City Residential Rental License Fee – USE THIS SECTION FOR CHANDLER, PHOENIX AND SCOTTSDALE ONLY. These cities WILL NOT use the larger fee chart. To calculate Residential Rental license fee, multiple the No. of units by the No. of locations by \$2.00 (\$50.00 Annual Cap per license). The amount for each city CANNOT EXCEED \$50.00.
- DD: TOTAL DUE – Add lines AA + BB + CC.

Please send your payment for this amount. Failure to include your payment with this application will result in a delay in processing your license. Licenses are not issued until all fees have been paid.

Make checks payable to the Arizona Department of Revenue. Be sure to return all pages of the application with your payment. Retain a copy of the application for your records.

- DO NOT SEND CASH
- Include your EIN or SSN on payment

State/County Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
002	Mining - Nonmetal	014	Personal Property Rental	051	Jet Fuel Use Tax
004	Utilities	015	Contracting - Prime	053/055	Rental Car Surcharge
005	Communications	017	Retail	129	Use Tax Direct Payments
006	Transporting	019	Severance -Metalliferous Mining	153	Rental Car Surcharge - Stadium
007	Private (Rail) Car	023	Recreational Vehicle Surcharge	315	MRRA Amount
008	Pipeline	025	Transient Lodging	911	911 Telecommunications
009	Publication	029	Use Tax Purchases	912	E911 Prepaid Wireless
010	Job Printing	030	Use Tax from Inventory		
011	Restaurants and Bars	033	Telecommunications Devices		
012	Amusement	041	Municipal Water		
013	Commercial Lease	049	Jet Fuel Tax		

City Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
004	Utilities	020	Timbering & Other Extraction	116	Feed Wholesale
005	Communications	027	Manufactured Buildings	144	Hotel/Motel (additional tax)
006	Transporting	029	Use Tax	213	Commercial Rental, Licensing for Use
009	Publication	030	Use Tax from Inventory	214	Rental, Leasing and Licensing for Use of Tangible Personal Property
010	Job Printing	037	Contracting - Owner Builder	244	Lodging-Extended Stay
011	Restaurants and Bars	040	Rental Occupancy	313	Commercial Lease (additional tax)
012	Amusement	044	Hotels	315	MRRA Amount
015	Contracting - Prime	045	Rental Residential		
016	Contracting Spec Builder	049	Jet Fuel Tax		
017	Retail	051	Jet Fuel Use		
018	Advertising	062	Retail Sales Food for Home Consumption		
019	Severance - Metalliferous Mining	111	Additional Restaurants & Bars		

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

Arizona Department of Revenue

PO Box 29010 - Phoenix, AZ 85038-9010

For assistance out of state or in the Phoenix area: (602) 255-2060 or

Statewide, toll free area codes 520 and 928: (800) 843-7196

TAXPAYER INFORMATION

☐ AMENDED RETURN

☐ FINAL RETURN
(Cancel License)

☐ CHECK HERE AND SIGN BELOW IF YOU
HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME		
C/O		
MAILING ADDRESS		
CITY	STATE	ZIP CODE
☐ ADDRESS CHANGED (MAILING ADDRESS ONLY)		BUSINESS PHONE NUMBER

TPT-2 return is due the 20th day of the month following the month in which the transactions were conducted

TAXPAYER IDENTIFICATION NUMBER										☐ SSN		☐ EIN	
LICENSE NUMBER													
PERIOD BEGINNING							PERIOD ENDING						
M M D D Y Y Y Y							M M D D Y Y Y Y						
REVENUE USE ONLY. DO NOT MARK IN THIS AREA													
POSTMARK DATE							RECEIVED DATE						

AA	NET AZ/COUNTY TAX (PAGE 2, LINE MM, COLUMN (M)).....
BB	NET CITY TAX (PAGE 3, LINE RR, COLUMN (M))
CC	NET TAX DUE ON THIS RETURN (LINE AA + LINE BB = LINE CC).....
DD	TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY).....
EE	TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE).....
FF	TOTAL AMOUNT REMITTED WITH THIS RETURN.....

\$	

NOTE: A TRANSACTION DETAIL PAGE IS REQUIRED OR THE RETURN WILL NOT PROCESS CORRECTLY AND PENALTIES MAY APPLY.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

TAXPAYER PRINTED NAME

☐ The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorize the disclosure of confidential information to this individual.

TAXPAYER SIGNATURE

DATE _____

PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER)

TAXPAYER PHONE NO.

TITLE

PAID PREPARER'S TIN

PAID PREPARER'S PHONE NO. _____

PLEASE MAKE CHECK PAYABLE TO ARIZONA DEPARTMENT OF REVENUE

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
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23												
24												
25												
GG SUBTOTAL												
HH TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)												
II TOTAL (LINE GG + LINE HH = LINE II).....												
JJ EXCESS TAX COLLECTED												
KK EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)												
LL NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))												
MM NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))												

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
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21													
22													
23													
24													
25													
NN CITY SUBTOTAL													
OO CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)													
PP CITY TOTAL (LINE NN + LINE OO = LINE PP)													
QQ CITY EXCESS TAX COLLECTED													
RR NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))													

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
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20												
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22												
23												
24												
25												
AZ/COUNTY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____ PAGE 3A OF _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
CITY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

	(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS.....					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....					\$	
TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G						

TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____

Page _____ of _____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
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21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS.....					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S).....					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....					\$	

TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G

FINAL



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to an amendment of the Fiscal Year 2019 budget by reallocating appropriations of \$20,000 from Contingency within the Grants Fund to FFY19 GOHS DUI Enforcement Fund to cover overtime expenses for impaired driving enforcement and \$21,000 to FFY19 GOHS STEP OT and Supplies for the purchase of six (6) speed signs; Resolution #2019-64.

Motion:

I move to approve Resolution #2019-64.

Background:

The City of Surprise Police Department applied for and was awarded \$40,910 in additional grant funding from the Governor's Office of Highway Safety (GOHS). GOHS awarded Change Order 2019-52 in the amount of \$20,000 to cover additional overtime expenses for impaired driving enforcement and Change Order 2019-53 in the amount of \$20,910 for the purchase of six (6) speed signs for traffic safety in the City of Surprise.

Objective Analysis:

The grant funds will provide additional overtime funding for DUI enforcement efforts and for the purchase of six (6) speed signs for traffic safety.

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:

The grants are consistent with the City's past practice of using grant funding to supplement the enforcement of City traffic laws and enhance highway safety enforcement efforts in the City of Surprise.

Financial Impact:

These are one-time grant awards totaling \$40,910. This action will allow for the acceptance of \$40,910 in grant funding from the Governor's Office of Highway Safety to support City traffic enforcement and to purchase equipment.

Budget Impact:

This item was not included as part of the FY2019 budget. Acceptance of these grants will amend the budget to reallocate appropriations in the amount of \$41,000 from contingency within the Grants Fund to GOHS DUI Enforcement (\$20,000) to cover overtime expenses for impaired driving enforcement and to FFY19 STEP OT and Supplies (\$21,000) for the purchase of six (6) speed signs.

These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

FTE Impact:

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

ATTACHMENTS:

1. 2019-II-006 - Change Order Number 2019-52
 2. 2019-PTS-052 - Change Order 2019-53
 3. RESOLUTION 2019-64 GOHS Budget Amendment
-



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

DATE: May 8, 2019

TO: Chief Terry Young
Surprise Police Department
14250 W. Statler Plaza, Suite 103
Surprise, Arizona 85374

FROM: Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

TRANSMITTAL: Change Order Number: 2019-52
Effective Date: May 8, 2019
Revision Number: 001
Project Coordinator: Gabriela Gallegos
Contract Number: 2019-II-006
Program Area: 405d

NARRATIVE:

The purpose of this Change Order is to request additional funds to Personnel for overtime to participate in the west valley DUI Task Force and enforce impaired driving laws.

There is a **\$20,000.00** increase in Federal funds because of this Change Order.

ESTIMATED COSTS:

	<u>From</u>	<u>To</u>
I. Personnel Services (includes overtime)	\$20,000.00	\$40,000.00
II. Employee Related Expenses	\$0.00	\$0.00
III. Professional and Outside Services	\$0.00	\$0.00
IV. Travel In-State	\$0.00	\$0.00
V. Travel Out-of-State	\$0.00	\$0.00
VI. Materials and Supplies	\$0.00	\$0.00
VII. Capital Outlay	\$0.00	\$0.00
TOTAL ESTIMATED COSTS	<u>\$20,000.00</u>	<u>\$40,000.00</u>

*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 \$40,000.00.

AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to the Governor for the
administration of the State Highway Safety Agency.



Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

5-9-19

Date



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

DATE: May 8, 2019

TO: Chief Terry Young
Surprise Police Department
14250 W. Statler Plaza, Suite 103
Surprise, Arizona 85374

FROM: Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

TRANSMITTAL: Change Order Number: 2019-53
Effective Date: May 8, 2019
Revision Number: 001
Project Coordinator: Gabriela Gallegos
Contract Number: 2019-PTS-052
Program Area: 402-PTS

NARRATIVE:

The purpose of this Change Order is to request additional funds to materials & supplies for the purchase of six (6) speed signs for traffic safety in the city of Surprise.

There is a **\$20,910.00 increase** in Federal funds because of this Change Order.

Contract Number: 2019-PTS-052
Change Order Number: 2019-53

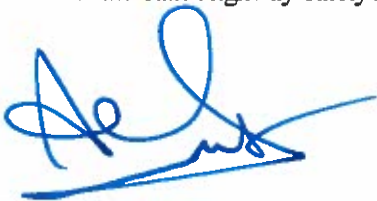
ESTIMATED COSTS:

	<u>From</u>	<u>To</u>
I. Personnel Services (includes overtime)	\$25,000.00	\$25,000.00
II. Employee Related Expenses	\$0.00	\$0.00
III. Professional and Outside Services	\$0.00	\$0.00
IV. Travel In-State	\$0.00	\$0.00
V. Travel Out-of-State	\$0.00	\$0.00
VI. Materials and Supplies Six (6) Speed signs	\$14,000.00	\$34,910.00
VII. Capital Outlay	\$0.00	\$0.00
TOTAL ESTIMATED COSTS	<u>\$39,000.00</u>	<u>\$59,910.00</u>

*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 \$59,910.00.

AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to the Governor for the
administration of the State Highway Safety Agency.



Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

5-9-19

Date

RESOLUTION # 2019-64

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$41,000 FROM CONTINGENCY WITHIN THE GRANTS FUND TO FFY19 DUI OT AND FFY19 STEP OT AND SUPPLIES FOR ADDITIONAL DUI IMPAIRMENT AND TRAFFIC SAFETY ENFORCEMENT.

WHEREAS, the FY2019 budget was adopted including funding for grants that might be received during the fiscal year;

WHEREAS, the Police Department sought and received a grant for overtime for impaired driving enforcement in the amount of \$20,000 and a traffic safety grant in the amount of \$20,910 for the purchase of speed signs;

WHEREAS, the Governor's Office of Highway Safety (GOHS) has now authorized change orders to these two grants to allow for an additional \$20,000 for impaired driving enforcement and an additional \$20,910 for the purchase of 6 speed signs for traffic safety;

WHEREAS, the Police Department and the City desire to accept these two change orders;

WHEREAS, the FY2019 budget was adopted by Council Resolution #2018-78 on June 5, 2018;

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. The City of Surprise is authorized to accept and enter into 2 grant change orders. The first change order for receipt of additional grant funding in the amount of \$20,000 was received for overtime for impaired driving enforcement and the second additional grant funding in the amount of \$20,910 was received for the purchase of 6 speed signs for traffic safety grants from the Arizona Governor's Office of Highway Safety. The grant change orders are attached as Exhibit B and C.

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 change orders.

Section 3. 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, 2018 through June 30, 2019.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-64 **Exhibit A**

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$41,000 from contingency within the Grants Fund to FFY19 GOHS DUI Enforcement (\$20,000) and FFY19 GOHS STEP OT and Supplies (\$21,000) within the Grants Fund to cover the projected expenditures associated with overtime for additional DUI impairment enforcement as well as the purchase of six speed signs for increased traffic safety and enforcement. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Other	R	19,325,600	(41,000)	19,284,600
Grants	General Operations	Contingency	E	20,542,500	(41,000)	20,501,500
Grants	Police	#G31261 FFY19 GOHS DUI Enforcement	E	20,000	20,000	40,000
Grants	Police	#G31261 FFY19 GOHS DUI Enforcement	R	20,000	20,000	40,000
Grants	Police	#G31311 FFY19 GOHS STEP OT + Supplies	E	39,000	21,000	60,000
Grants	Police	#G31311 FFY19 GOHS STEP OT + Supplies	R	39,000	21,000	60,000
Expense Total				20,601,500	-	20,601,500
Revenue Total				19,384,600	-	19,384,600



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

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

Consideration and action declaring the City's intention to create the "SU-Rancho Mercado South 182" Street Light Improvement District pursuant to A.R.S. § 48-616; Resolution #2019-62.

Motion:

I move to approve Resolution #2019-62.

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 mortgages 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 benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within 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 - Rancho Mercado South 182 development.

Policy Compliant:

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 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 FY2019 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 FY2019, 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 FY2020, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Rancho Mercado 182 South Resolution 2019-62, Legal Description, and Boundary
 2. 02 SLID Petition RM South 182 Signed with Tax Rate
 3. 03 Master Streetlight Exhibit Map South 182
-

RESOLUTION # 2019-62

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 EQUAL APPORTIONMENT TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, *SU-RANCHO MERCADO SOUTH 182* 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-RANCHO MERCADO SOUTH 182 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 equal apportionment 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-RANCHO MERCADO SOUTH 182* 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 equal apportionment 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 equal apportionment 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,
Resolution #2019-62
RFLS #6803
Rev 05/19

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 __day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A



ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION STREET LIGHT IMPROVEMENT DISTRICT SU-RANCHO MERCADO 182 SOUTH

A PORTION OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, AND THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY 2003 RLS 35832, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BRASS CAP IN HANDHOLE STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 36770 ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°46'48"E A DISTANCE OF 5255.54 FEET;

THENCE, ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, N89°41'18"W A DISTANCE OF 1301.34 FEET;

THENCE, LEAVING EAST-WEST MID-SECTION LINE OF SAID SECTION 5, S00°00'00"E A DISTANCE OF 5287.76 FEET TO THE **POINT OF BEGINNING**;

THENCE, S89°32'31"E A DISTANCE OF 1311.96 FEET;

THENCE, S89°51'16"E A DISTANCE OF 1315.05 FEET;

THENCE, N00°05'46"W A DISTANCE OF 478.29 FEET;

THENCE, S87°51'47"E A DISTANCE OF 18.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 490.68 FEET, WITH A RADIUS OF 779.60 FEET AND A CENTRAL ANGLE OF 36°03'44";

THENCE, N56°04'29"E A DISTANCE OF 2643.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 345.87 FEET, WITH A RADIUS OF 1280.68 FEET AND A CENTRAL ANGLE OF 15°28'26";

THENCE, N71°32'55"E A DISTANCE OF 1010.12 FEET;

THENCE, S00°02'19"E A DISTANCE OF 2318.75 FEET;



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THENCE, S75°39'09"W A DISTANCE OF 3930.43 FEET;

THENCE, S83°16'58"W A DISTANCE OF 2315.99 FEET;

THENCE, S62°55'40"W A DISTANCE OF 516.79 FEET;

THENCE, N00°09'25"W A DISTANCE OF 1255.61 FEET TO THE **POINT OF BEGINNING**.

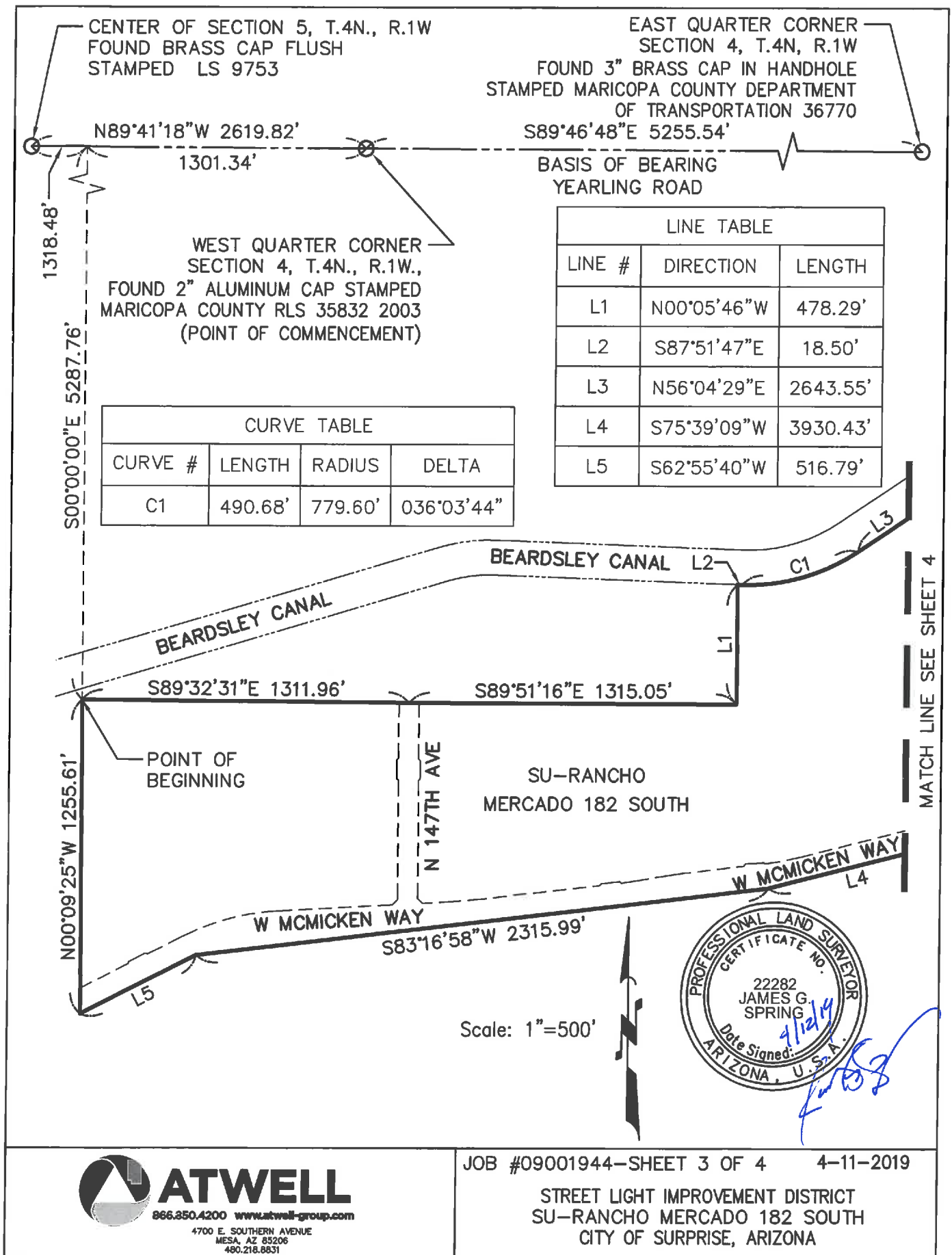
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 9,658,452 SQUARE FEET OR 221.728 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

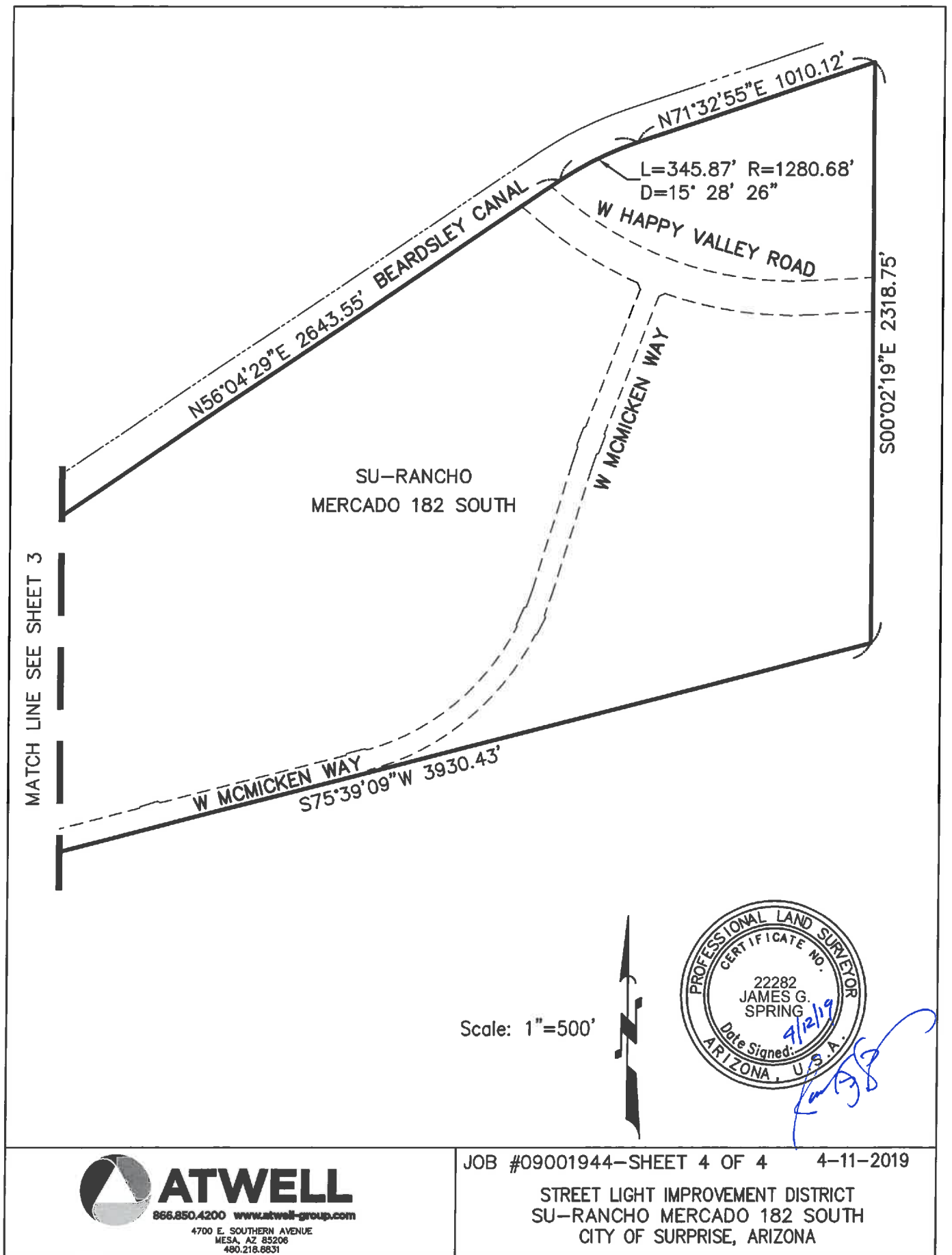
THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

**PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
APRIL 11TH, 2019**



EXHIBIT B





JOB #09001944-SHEET 4 OF 4 4-11-2019

STREET LIGHT IMPROVEMENT DISTRICT
 SU-RANCHO MERCADO 182 SOUTH
 CITY OF SURPRISE, ARIZONA

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 shall be paid by the levy and collection of an 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-Rancho Mercado South 182

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
BROOKFIELD HOLDINGS MERCADO LLC	RANCHO MERCADO PARCELS A1, A2, A3, A4, A5 and A6	503-69-002, 503-69-020A, 503-69-006C, 503-69-005D, 503-69-005K, 503-69-008F, 503-69-011C, 503-69-011E	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

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.

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)

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	\$21.63	\$7.59
	4,796 LED	75	26	\$17.38	\$6.46
	5,003 LED	100	35	\$23.45	\$8.71
	5,904 LED	100	35	\$23.03	\$8.60
	6000 IND	85	29	\$19.24	\$5.14
B. Architectural	6,200 IND	85	29	\$10.13	\$3.93
	8,400 IND	100	34	\$10.69	\$4.36
	10,200 IND	120	41	\$11.75	\$4.99
	13,000 IND	150	52	\$12.98	\$5.93
	20,500 IND	200	69	\$14.78	\$7.37
	22,500 IND	265	91	\$17.63	\$9.28
	3,300 LED	43	15	\$10.24	\$3.79
	3,800 LED	32	12	\$7.73	\$2.92
	3,900 LED	32	12	\$9.96	\$3.51
	4,050 LED	63	22	\$18.63	\$6.52
	4,100 LED	45	16	\$10.34	\$3.89
	4,800 LED	41	15	\$8.27	\$3.27
	5,000 LED	41	15	\$9.61	\$3.62



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

	CHARGES				
	Lumen	Watts	kWh	Investment by Company	Investment by Others
	5,100 LED	60	21	\$10.18	\$4.19
	5,300 LED	67	24	\$10.47	\$4.48
	5,800 LED	94	32	\$17.81	\$5.16
	5,890 LED	89	31	\$20.56	\$7.66
	6,000 LED	62	22	\$18.63	\$6.52
	6,000 LED	67	24	\$19.89	\$6.99
	6,400 LED	89	31	\$17.89	\$5.10
	6,810 LED	101	35	\$18.89	\$7.50
	7,100 LED	62	22	\$19.70	\$6.80
	7,400 LED	127	44	\$20.42	\$6.34
	7,500 LED	73	26	\$20.08	\$7.18
	7,700 LED	86	30	\$18.41	\$7.02
	8,200 LED	88	31	\$10.45	\$4.97
	8,200 LED	95	33	\$11.87	\$5.48
	8,300 LED	72	25	\$17.93	\$6.54
	8,300 LED	106	37	\$12.45	\$5.91
	8,500 LED	88	31	\$11.69	\$5.30
	9,020 LED	139	48	\$22.94	\$9.47
	9,200 LED	139	48	\$25.60	\$7.30
	9,900 LED	130	45	\$13.82	\$6.84
	10,000 LED	93	32	\$21.43	\$7.96
	10,000 LED	113	39	\$13.26	\$6.28
	10,600 LED	126	44	\$22.56	\$9.09
	11,100 LED	108	38	\$12.76	\$6.07
	11,500 LED	108	38	\$13.16	\$6.18
	12,300 LED	203	70	\$25.48	\$8.85
	12,900 LED	119	41	\$22.31	\$8.82
	13,260 LED	202	70	\$27.11	\$12.12
	13,620 LED	202	70	\$28.49	\$9.24
	14,000 LED	171	59	\$26.07	\$11.08
	15,000 LED	136	47	\$24.93	\$9.94
	15,400 LED	144	50	\$25.21	\$10.22
	18,300 LED	162	56	\$16.13	\$8.22
	19,200 LED	257	89	\$26.87	\$13.38
	20,000 LED	258	89	\$26.87	\$13.38
	20,300 LED	193	67	\$17.17	\$9.26
	21,000 LED	193	67	\$24.77	\$11.28
C. Cobra	6,200 IND	75	26	\$10.54	\$3.77
	6,400 IND	85	29	\$8.97	\$3.78
	8,000 IND	88	30	\$10.47	\$4.04
	8,400 IND	100	34	\$9.70	\$4.24
	10,200 IND	120	41	\$10.44	\$4.81



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

				CHARGES				
				Investment by Company	Investment by Others			
				Lumen	Watts	kWh		
C. Cobra				13,000 IND	150	52	\$11.50	\$5.73
				15,250 IND	200	69	\$13.86	\$7.25
				22,500 IND	250	86	\$18.55	\$9.06
		Gray / Bronz	3,500 IND	55	19	\$10.50	\$3.27	
				6,000 LED	95	33	\$17.05	\$5.13
				8,700 LED	142	49	\$19.17	\$6.53
				9,600 LED	157	54	\$20.40	\$7.04
				11,600 B-LED	181	62	\$19.03	\$7.44
		Gray / Bronz	3,300 LED	43	15	\$9.00	\$2.79	
		Gray / Bronz	5,300 LED	67	23	\$10.45	\$3.54	
		Gray / Bronz	8,300 LED	106	37	\$13.55	\$4.94	
		Gray / Bronz	10,500 LED	130	45	\$15.08	\$5.69	
		Gray / Bronz	20,000 LED	258	89	\$26.21	\$10.27	
D. Decorative Transit				5,300 LED	75	26	\$28.44	\$6.12
				8,300 LED	100	34	\$30.45	\$6.97
				8,147 LED	75	26	\$35.76	\$11.36
				9,522 LED	100	35	\$36.14	\$12.09
				10,500 LED	150	52	\$32.69	\$8.52
				14,896 LED	150	52	\$39.98	\$14.29
		Double	8,147 LED	75	26	\$64.74	\$18.96	
		Double	9,522 LED	100	35	\$64.67	\$19.58	
		Double	14,896 LED	100	52	\$70.67	\$22.32	
		Copper	6,000 IND	85	29	\$18.87	\$5.09	
		Gray / Black	8,000 IND	88	30	\$14.86	\$4.62	
		Gray / Black	4,350 LED	86	30	\$13.48	\$4.44	
E. Flood				14,470 LED	148	51	\$23.93	\$9.95
				16,000 LED	125	43	\$23.17	\$9.19
F. Pendant				8,678 LED	75	26	\$26.36	\$8.85
				13,964 LED	100	35	\$27.84	\$9.88
G. Post Top				4,350 LED	86	30	\$13.43	\$5.69
				6,400 LED	30	30	\$13.43	\$5.69
				6,600 LED	83	29	\$13.33	\$5.59
H. Roadway				3,300 LED	43	15	\$9.46	\$3.58
				3,800 LED	32	12	\$7.24	\$2.79
				3,900 LED	32	12	\$9.18	\$3.30
				4,100 LED	45	16	\$9.56	\$3.68
				4,800 LED	41	15	\$7.76	\$3.13
				5,000 LED	41	15	\$9.12	\$3.49
				5,100 LED	60	21	\$9.69	\$4.06
				5,300 LED	67	24	\$9.98	\$4.35
				8,200 LED	88	31	\$9.72	\$4.77



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

	8,200 LED	95	33	\$11.36	\$5.34
	8,300 LED	106	37	\$11.74	\$5.72
	8,500 LED	88	31	\$11.18	\$5.16
	9,900 LED	130	45	\$13.31	\$6.70
	10,000 LED	113	39	\$12.75	\$6.14
	11,100 LED	108	38	\$12.03	\$5.88
	11,500 LED	108	38	\$12.65	\$6.04
	18,300 LED	162	56	\$15.23	\$7.98
	19,200 LED	257	89	\$19.11	\$11.32
	20,000 LED	258	89	\$19.11	\$11.32
	20,300 LED	193	67	\$16.27	\$9.02
	21,000 LED	193	67	\$17.01	\$9.22

FROZEN	4,000 INC	295	103	\$10.54	\$5.89
	7,000 MV	175	73	\$13.65	\$7.83
	11,000 MV	250	96	\$17.09	\$10.43
	20,000 MV	400	150	\$26.84	\$15.21
FROZEN ACORN	9,500 HPS	100	41	\$29.14	\$9.93
	16,000 HPS	150	69	\$32.35	\$12.55
FROZEN ARCHITECTURAL	9,500 HPS	100	41	\$16.56	\$7.90
	16,000 HPS	150	69	\$19.77	\$19.34
	30,000 HPS	250	99	\$22.95	\$13.57
	50,000 HPS	400	153	\$28.32	\$19.53
	14,000 MH	175	72	\$23.17	\$12.70
	21,000 MH	250	101	\$26.31	\$15.66
	36,000 MH	400	159	\$32.89	\$21.54
	8,000 LPS	55	30	\$24.08	\$10.58
	13,500 LPS	90	50	\$28.39	\$12.76
	22,500 LPS	135	72	\$32.43	\$15.56
FROZEN COBRA ROADWAY	33,000 LPS	180	90	\$39.01	\$18.33
	5,800 HPS	70	29	\$9.40	\$5.56
	9,500 HPS	100	41	\$11.07	\$6.81
	16,000 HPS	150	69	\$13.86	\$9.50
FROZEN COBRA ROADWAY	30,000 HPS	250	99	\$16.72	\$12.35
	50,000 HPS	400	153	\$22.69	\$17.63
	14,000 MH	175	72	\$16.12	\$10.99
	21,000 MH	250	101	\$18.84	\$13.67
	36,000 MH	400	159	\$24.81	\$18.99
FROZEN DECORATIVE TRANSIT	8,000 FL	100	38	\$18.53	\$5.43
	9,500 HPS	100	41	\$39.95	\$11.96
	16,000 HPS	150	69	\$39.72	\$13.36
FROZEN FLOOD	30,000 HPS	250	99	\$45.74	\$17.26
	30,000 HPS	250	99	\$22.20	\$13.79
	50,000 HPS	400	153	\$27.53	\$19.14
	21,000 MH	250	101	\$23.69	\$14.58
FROZEN Colonial Gray	36,000 MH	400	159	\$28.89	\$19.76
	8,000 FL	100	38	\$19.97	\$5.64



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

POST TOP	Colonial Gray	9,500 HPS	100	41	\$11.42	\$7.16
	Colonial Black	9,500 HPS	100	41	\$13.15	\$7.41
	Decorative	9,500 HPS	100	41	\$34.97	\$11.03

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).
10. LED = Light Emitting Diode
11. IND = Induction



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II. POLES

				CHARGES		
				Investment by Company	Investment by Others	
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	Height			
			12 ft.	\$13.11	\$1.81	
			22 ft.	\$14.75	\$2.03	
			25 ft.	\$15.97	\$2.21	
			30 ft.	\$18.34	\$2.52	
		32 ft.	\$19.27	\$2.55		
		2 Simplex Adapters	12 ft.	\$13.98	\$1.93	
			22 ft.	\$16.06	\$2.22	
			25 ft.	\$16.75	\$2.31	
			30 ft.	\$19.47	\$2.68	
	32 ft.		\$20.77	\$2.87		
	Square Steel	5"	13 ft.	\$15.03	\$2.06	
			15 ft.	\$13.43	\$1.85	
			23 ft.	\$15.93	\$2.19	
			25 ft.	\$17.51	\$2.41	
			28 ft.	\$19.44	\$2.67	
			32 ft.	\$19.33	\$2.66	
	Concrete		12 ft.	\$44.79	\$6.17	
	Fiberglass		12 ft.	\$37.93	\$5.22	
	Decorative Transit		4"	16 ft.	\$36.98	\$5.10
	Decorative Transit		6"	30 ft.	\$71.39	\$9.83
	Hinged Poles		Square	15 ft.	\$14.21	\$1.16
Round			19 ft.	\$12.85	\$1.05	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$12.61	\$1.73	
			22 ft.	\$14.26	\$1.96	
			25 ft.	\$15.46	\$2.13	
			30 ft.	\$17.85	\$2.47	
			32 ft.	\$18.75	\$2.58	
		2 Simplex Adapters	12 ft.	\$13.47	\$1.85	
			22 ft.	\$15.05	\$2.06	
			25 ft.	\$16.24	\$2.23	
			30 ft.	\$18.97	\$2.60	
			32 ft.	\$20.26	\$2.79	
		3 Bolt	32 ft.	\$23.28	\$3.20	
		Square Steel	5"	13 ft.	\$14.54	\$2.01
				15 ft.	\$14.86	\$2.03
				23 ft.	\$15.43	\$2.13
	25 ft.			\$17.02	\$2.36	
	28 ft.			\$18.91	\$2.60	
	32 ft.			\$19.63	\$2.69	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II POLES (cont)

			CHARGES			
			Investment by Company	Investment by Others		
			Height			
C. Direct Bury	Round Steel		19 ft.	\$19.84	\$2.74	
			30 ft.	\$15.49	\$2.87	
			38 ft.	\$18.90	\$2.94	
		Self	40 ft.	\$23.28	\$3.69	
		Stepped	25 ft.	\$53.55	\$4.37	
			32 ft.	\$56.40	\$4.60	
			49 ft.	\$70.00	\$9.65	
		Square Steel	4"	34 ft.	\$17.09	\$2.96
			5"	20 ft.	\$16.23	\$2.68
	30 ft.			\$16.92	\$2.79	
	38 ft.			\$18.36	\$3.19	
	8"		28 ft.	\$30.64	\$2.49	
			32 ft.	\$32.03	\$2.62	
	Decorative Transit		41 ft 6	\$22.05	\$3.24	
	Decorative Transit	47 ft.	\$27.47	\$4.04		
	Steel Distribution Pole (for lighting only)	35 ft.	\$25.36	\$3.34		
D. Post Top	Decorative Transit Anchor Base	16 ft.	\$37.77	\$5.19		
	Gray Steel/Fiberglass	23 ft.	\$13.10	\$2.15		
	Black Steel	23 ft.	\$14.44	\$2.38		
E. Existing distribution pole suitable for streetlight use			\$1.59	--		
F. FROZEN	Wood Poles	30 ft.	\$9.64	\$1.67		
		35 ft.	\$9.64	\$1.59		

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.	\$10.67	\$1.47
		6 ft.	\$12.73	\$2.21
B. Pedestal		8 ft.	\$14.59	\$2.54
	For 32' Round Steel Pole only	4 ft. 6"	\$10.12	\$1.75



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		CHARGE
		Company Owned
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.17000
b.	Per foot of cable, not installed under paving	\$0.06000

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							Monthly Fixed Charge Rate
Charge Type	Monthly Charge		Cost Inputs Equipment Cost		PV Factor		
1	Carrying Cost (fixtures)	=	(installed)	x	NA	x	1.518%
			Equipment Cost				
2	Carrying Cost (poles)	=	(installed)	x	NA	x	1.296%
			Equipment Cost				
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	0.06760		
7	T&D, RCS, SB	=	kWh per month	x	0.02738		



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

Step 2 **Determination of Total Monthly Charge**
The total monthly charge will be the summation of the charges for each applicable charge type

<u>Equipment</u>	<u>Charge Type</u>
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

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 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. The Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning 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.



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

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.
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.
 - 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.
7. 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 or service agreement.

LOCATED IN PORTIONS OF SECTION 4, 5, 8, AND 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

A vicinity map showing the project site (shaded area) located between 147th Ave. and 139th Ave., and between 155th Ave. (Reems) and 149th Ave. (Litchfield). The map includes labels for Happy Valley Rd., Pinnacle Peak Rd., and Beardsley Canal. A north arrow is present, and the map is identified as N.T.S. (Not To Scale).

 S.L.I.D. BOUNDARY
 PARCEL LINE
 STREET LIGHT

241 POLES (ESTIMATED)

ACTUAL POLE NUMBERS MAY VARY $\pm 10\%$



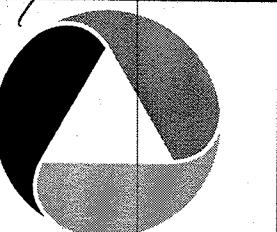
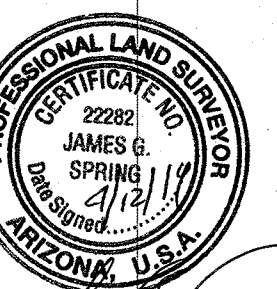
SECTION: 4, 5, 8 AND 9

TOWNSHIP: 4 NORTH

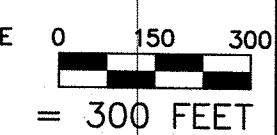
RANGE: 1 WEST

RANCHO MERCADO UNIT 1
CITY OF SURPRISE, ARIZONA

APRIL 2019



ATWELL
J. SPRING
T. SIEVERDING
JOB NO. 09001944



99001944 RM SJLD EXHIBIT.DWG

1 OF 1



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Citywide

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

Consideration and action pertaining to adjustment of the Fiscal Year 2019 \$50,000 Contract Authority List for Glendale Regional Public Safety Training Center (GRPSTC); Resolution #2019-67.

Motion:

I move to approve Resolution #2019-67.

Background:

Annually Council approves the \$50,000 Contract Authority List. Council approved the FY2019 list on June 5th 2018 by Council Resolution #2018-78. During the fiscal year, the Fire-Medical department received an invoice that exceeded the FY2019 estimates for GRPSTC operations and maintenance.

The City of Surprise participates in a Joint Training IGA with the Cities of Glendale, Peoria, Avondale and the Maricopa County Community College District (originally approved via Resolution 06-28). The facility is located at 11550 W Glendale Avenue and is the center for 'facilitating joint and collective participation in teaching, instruction and education programs for recruit and in-service police and fire academy training, specialty schools for both police and fire personnel, driver training, hazardous materials training, technical rescue training, firearms training, etc.' A component of the IGA requires each agency to pay a pro-rata share (based on their initial contribution) of annual operations & maintenance and capital improvement costs. The City of Surprise's share is 6.6%.

Objective Analysis:

This item is a request to amend line item 19237 of the FY2019 \$50,000 Contract Authority List with no impact to the FY2019 adopted budget.

Policy Compliant:

The City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50K.

Financial Impact:

The Department has identified funding within its existing budget to cover the shortage.

Budget Impact:

There is no budget impact.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. Res 2019-67 Increased Items for Glendale Public Safety Training
-

RESOLUTION # 2019-67

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 OPERATING LIST OF ITEMS OVER \$50,000 TO INCREASE ITEM 19237 FOR THE GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER CONTRACT FROM \$86,200 TO \$140,000.

WHEREAS, the FY2019 budget was adopted and included funding of \$86,200 for the Glendale Regional Public Safety Training Center (GRPSTC) annual operations and maintenance costs;

WHEREAS, the FY2019 actual cost for GRPSTC operations and maintenance allocated to the City of Surprise is approximately \$133,844;

WHEREAS, the Fire-Medical department has located the additional funding within the existing FY19 budget to cover the increased cost;

WHEREAS, the FY2019 budget, including the FY2019 Capital and Operating List of Items Over \$50,000, was adopted by Council Resolution #2018-78 on June 5, 2018; and

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council for a procurement when the cost to the city is greater than \$50,000.

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, the Fiscal Year 2019 Capital and Operating List of Items Over \$50,000 of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-67
Exhibit A

1. List of Operating Items Over \$50,000 – This Resolution provides authorization to increase item 19237 on the current FY2019 Operating List of Items Over \$50,000 from \$86,200 to \$140,000.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
19237	Glendale Regional Public Safety Training Center (GRPSTC) contract	\$86,200	\$53,800	\$140,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019 Contact Person: Joshua Mike
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Presentation and discussion of case FS18-417 Marisol Ranch Annexation, in accordance with Arizona Revised Statutes 9-471(A)(3), a public hearing is required to be held after filing a blank petition within the last ten days of the thirty day waiting period.

Motion:

N/A

Background:

A group of property owners have submitted an application stating their intent to annex undeveloped land generally located between Dixileta Dr and Dove Valley Rd, 163rd Ave and 155th Ave. The annexation proposal is for 1,180 acres of unincorporated land. The property has parcels with Maricopa County zoning districts: Rural-43 R1-18, R1-10, R1-8, R1-7, R1-6, and R-2 that all include Residential Unit of Planned Development (RUPD) and Planned Area Development (PAD) Overlays. C-1 Plan of Development (PD) and Planned Area Development (PAD) Overlays

If annexed, the property will assume similar zoning of the Surprise Unified Development Code (SUDC) that includes Rural Residential (RR), Residential Low Density (RL), Residential Medium Density (RM), Neighborhood Commercial (CN).

Objective Analysis:

Positive impacts include adding additional property to the incorporated limits which will generate additional property and potential development fees. Negative impacts could include providing city services to a 1,180 acre area not previously served by the City.

Policy Compliant:

Annexation of this property is compliant with Council policy by expanding the range of influence of the City.

Financial Impact:

Annexation of the property into the City limits could have financial impacts, including providing City service to an area not previously served by the City. Annexation of the area could result in future development fees and sales and property taxes. Also a Financial Impact Analysis will be conducted and submitted along with the final annexation documents.

Budget Impact:

Annexation of the property into the City limits could have minor budget impacts to the City related to providing city service to an area not previously served. Annexation of the area into the City limits could result in future development fees and sales and property taxes.

FTE Impact:

Staff does not believe that annexing the property into the City would require additional FTEs.

ATTACHMENTS:

1. 00 FS18-417 Marisol Ranch Annexation Staff Report
 2. 01 FS18-417 - Recorded Blank Annexation Petition
 3. 02 FS18-417 Marisol Ranch Annexation – Vicinity Map
 4. 03 FS18-417 Marisol Ranch-Annexation Narrative (20 Pages)
 5. 04 FS18-417 Marisol Ranch-Annexation - Marisol Ranch PAD Narrative for Equivalent Zoning (19 pages)
 6. 05 FS18-417 Marisol Ranch Annexation Presentation 6.4.19 CC Presentation
 7. Marisol Ranch-Lone Mountain Info Report
-



SURPRISE
ARIZONA

ANNEXATION
REPORT TO THE CITY COUNCIL

1	Case:	FS18-417
2		
3	Project Name:	Marisol Ranch Annexation
4		
5	Council District:	1 – Acacia
6		
7	City Council Date:	June 4, 2019
8		
9	Planner:	Joshua Mike
10		
11		
12	Owners:	Marisol 163, LLC; FGR Property Investments V, LLC; State Land
13		Department; USA-Bureau of Reclamation; Richard & Kimberly
14		Lebhart; McDowell Peak Holdings, LLC
15		
16	Applicant:	RVi Planning
17		
18	Request:	Approval of Annexation
19		
20	Site Location:	Primarily on east of N 163 rd Ave and north of Dixileta Road
21		
22	Site Size:	1,180 acres (approx.)
23		
24	General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
25		
26	Support/Opposition:	This request has generated several items of opposition
27		
28	Actions:	No action – PUBLIC HEARING ONLY PER ARIZONA REVISED
29		STATUTES
30		

31 **INTRODUCTION:**

32
33 The subject annexation area is comprised of 11 parcels of unincorporated land near the intersection
34 of N 163rd Avenue and W Dixileta Dr. There are 6 different owners that are a mix of private
35 properties, Arizona State Land Department (ASLD), and the Federal Bureau Land of Reclamation
36 (BOR). The applicant's request is to extend the existing City limits around the subject property and
37 establish Surprise zoning that is equivalent to existing Maricopa County zoning.

38
39 The Arizona Revised Statutes, Title 9, imposes requirements for a municipality to annex
40 unincorporated land. The City must record a blank annexation petition with Maricopa County
41 where it is held for a 30-day waiting period. City Council must hold a public hearing (the instant
42 public hearing) during the last 10 days of the 30-day waiting period. After the public hearing
43 and the 30-day waiting period has ended, an excess of 50% of the land owners and assessed
44 valuation for all real and personal property located within the annexation area must sign the
45 petition in order to validate the petition. State statute also allows up to one year following the
46 end of the 30-day period to obtain the required number of signatures.

47
48 General Timeline for Annexation:

49 Filed Blank Petition: Between May 10, 2019

- 50 • Begins 30-day waiting period;

51 Waiting Period Begins: May 10, 2019

52 Public Hearing: June 4, 2019

- 53 • City council has public hearing to discuss the annexation proposal
54 • No action taken at this meeting

55 Waiting Period Ends: Between June 11, 2019

- 56 • Applicant obtains signatures, submits signed petition to City

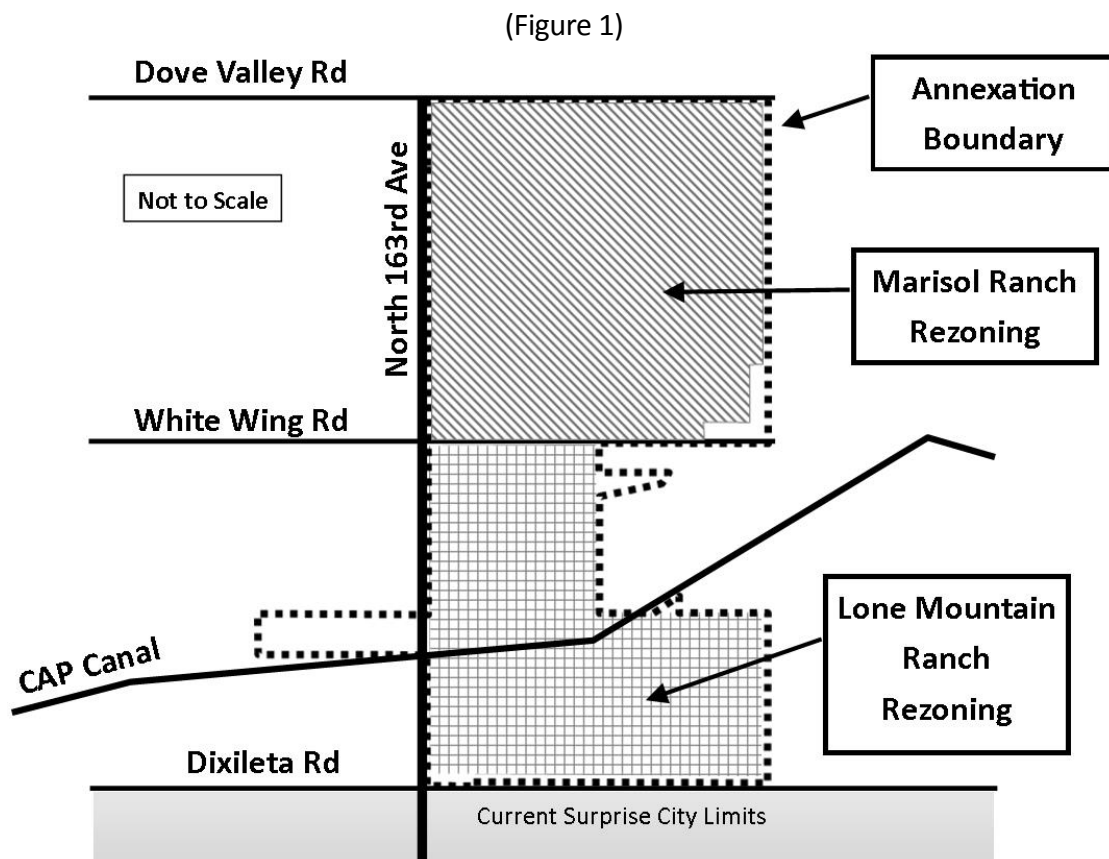
57 Public Hearing: June 18, 2019

- 58 • City Council action on annexation ordinance and concurrent rezoning cases
59

60 This case is running concurrently with two rezoning requests that are being reviewed against the
61 Surprise Unified Development Code (SUDC), also known as Marisol Ranch (case FS18-557) and Lone
62 Mountain Ranch (case FS18-459). Both rezoning requests involve changing the equivalent zoning
63 that would be established with an approval of this annexation request. In the event that this
64 annexation is not approved, no action will be taken on these rezoning requests.

65
66 Marisol Ranch comprises the northern half of the annexation area consisting of 2 parcels owned by
67 FGR Property Investments V, LLC and 2 parcels owned by Marisol 163, LLC, totaling approximately
68 634 acres. Lone Mountain Ranch compromises a large portion of the southern half of the
69 annexation area consisting of 2 parcels owned by the Arizona State Land Department (ALSD) and
70 Federal-Bureau of Reclamation (BOR), totaling approximately 486 acres.

To place these 3 cases in context, the following map (Figure 1) illustrates the overall Annexation boundary as it relates to the 2 zone change requests.



PROJECT DESCRIPTION:

The Marisol Ranch Annexation request is necessary to facilitate the applicant's objective to develop a master planned community, also known as Marisol Ranch, within the City of Surprise. The Marisol Ranch community had its zoning established in 2002 under the jurisdiction of Maricopa County (Application #: Z-2000-095) and amended (Application # Z-2014-099). At the time of County approval, it was anticipated that Marisol Ranch might one day be annexed into the City of Surprise if the corporate limits extended to border the community.

At the time of this application, the Marisol Ranch community is separated from the City limits by a one-mile stretch of land that includes 2 large parcels owned by ALSD, a large parcel owned by BOR along the Central Arizona Project (CAP) Canal, and 18 parcels owned by private individuals. The owners of Marisol Ranch negotiated with ALSD to participate in this annexation request. By including the ALSD, the City limits could be extended to the Marisol community under one annexation request.

96 On December 4, 2018, City Council approved Resolution #18-193 that directed City Staff to begin
97 the annexation process per A.R.S. § 9-471. During the review of the Marisol Ranch Annexation
98 request, the City Council approved separate Pre-Annexation Development Agreements on May 2,
99 2019. The two Pre-Annexation Development Agreements set forth the step-by-step procedures
100 with both the ASLD and the owners of the Marisol Ranch community to facilitate the annexation
101 and related rezoning applications consistent with the Surprise General Plan and the SUDC.

102

103 **EQUIVARIANT ZONING:**

104

105 As per A.R.S. § 9-471, when an annexation request is approved, the municipality is required to
106 establish zoning that is equivalent to the unincorporated zoning. The Marisol Ranch annexation will
107 include like zoning that addresses the Marisol Ranch community and the other vacant rural lands.

108

109 The Marisol Ranch community is currently zoned Maricopa County R-2 RUPD, R1-6 RUPD, R1-7
110 RUPD, R1-8 RUPD, R1-10 RUPD, R1-18 RUPD, RU-43, C-1 PD together with a Special Use Permit
111 (SUP) for a Waste Water Treatment Facility (WWTF). The County zoning approval allows up to
112 1,882 dwelling units over 634 acres for a gross density of 2.97 DU/Ac. Upon successful annexation,
113 the property will assume like-zoning of Surprise PAD-RM, PAD-RL, PAD-CN, PAD-PF, and PAD-OS.

114

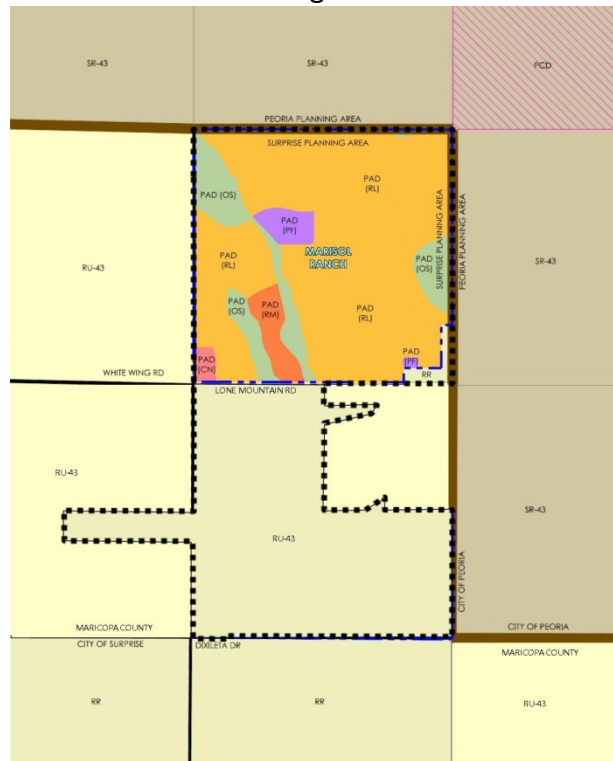
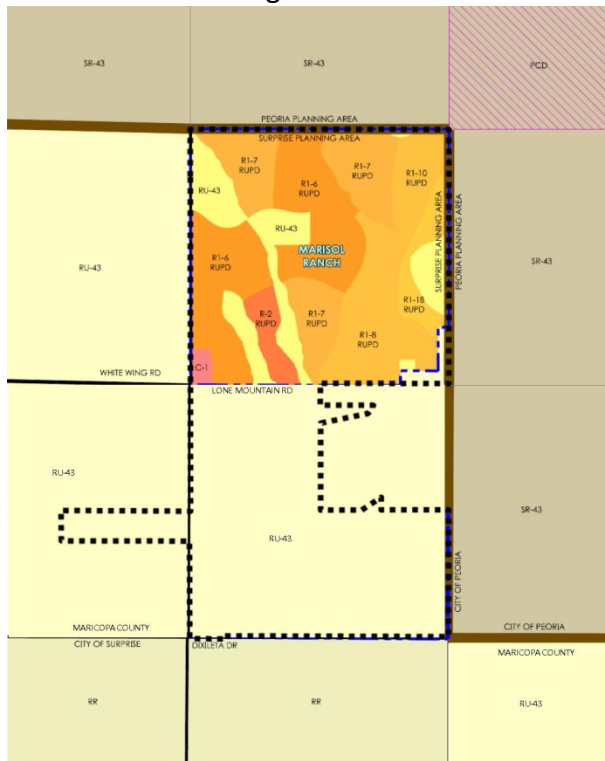
115 The remaining parcels within the annexation boundary are owned by ASLD, BOR, and private
116 owners Richard & Kimberly Lebhart and McDowell Peak Holdings, LLC. The Maricopa County
117 zoning for these 7 parcels is RU-43. Upon successful annexation, the property will assume like-
118 zoning of Surprise Rural Residential (RR).

119

120 The following images depict the existing Maricopa County zoning (Figure 2) and the City of Surprise
121 like-zoning (Figure 3) of the property upon annexation.

122

Figure 3



The applicant held a citizen outreach meeting on November 13, 2018, which was well attended. Numerous individuals voiced their concerns over the project ranging from impacts to local wells, traffic, view shed, light pollution, property tax increase, loss of recreational opportunities on state land, and flooding. The results of that meeting are summarized in the attached Public Participation Report. The site was also posted and advertised in accordance with State and local requirements.

Electric:	Arizona Public Service
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	N/A
Schools:	Nadaburg

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

or more, provided appropriate transitions are made between the various Neighborhood types included within the character area.

The proposed development also incorporates buffering between the existing rural development, both within and outside of the city. This buffering is in the form of an open space strip ranging in width from 60' along 163rd Avenue to 150' along Dixileta Drive, which when coupled with the adjacent right-of-way, will provide buffering consistent with the goals of the General Plan. The development also seeks to preserve existing wash corridors thereby providing wildlife connectivity and recreational opportunities.

Summary:

The annexation area to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes. This public hearing is to allow discussion of the boundaries and overall request. City Council will take no action until signed petitions are submitted by the applicant.

Attachments:

- 01 FS18-417 Marisol Ranch-Annexation - Recorded Blank Petition (14 pages)
- 02 FS18-417 Marisol Ranch-Annexation - Vicinity Map (1 page)
- 03 FS18-417 Marisol Ranch-Annexation - Narrative (20 Pages)
- 04 FS18-417 Marisol Ranch-Annexation - Marisol Ranch PAD Narrative for Equivalent Zoning (19 pages)
- 05 FS18-417 Marisol Ranch-Annexation - Presentation (10 pages)

Recording requested by:

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

BlankANNEXMarisol-14-1-1--
henrya

BLANK ANNEXATION PETITION
FS18-417 MARISOL RANCH ANNEXATION

Exhibit A

Metes and bounds legal description of the
Marisol Ranch Annexation Area

**MARISOL RANCH
ANNEXATION BOUNDARY
LEGAL DESCRIPTION**

That portion of land being situated within Sections 18, 19, and 30, Township 5 North, Range 1 West and Section 24, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 2 inch Maricopa County aluminum cap accepted as the Northwest corner of said Section 18 from which a found 2-1/2 inch United States G.L.O. survey brass cap, up 8 inches, accepted as the North Quarter corner thereof bears South 89°56'07" East, 2684.77 feet;

Thence South 89°56'07" East, 2684.77 feet along the north line of the Northwest quarter of said Section 18 to the North quarter corner thereof;

Thence South 89°51'50" East, 2639.48 feet along the north line of the Northeast quarter of said Section 18 to the Northeast corner thereof;

Thence South 00°00'24" East, 2640.13 feet along the east line of said Northeast quarter to the East quarter corner thereof;

Thence South 00°00'48" West, 2641.61 feet along the east line of the Southeast quarter of said Section 18 to the Southeast corner thereof;

Thence North 89°53'28" West, 2640.49 feet along the south line of said Southeast quarter to the South quarter corner thereof;

Thence South 00°04'08" East, 457.65 feet along the north-south mid-section line of said Section 19;

Thence leaving said mid-section line, South 89°53'28" East, 1073.26 feet along the property described within the deed recorded in Document No. 2001-0199600, records of Maricopa County, Arizona;

Thence continuing along said deed line, South 31°52'57" West, 222.60 feet;

Thence continuing along said deed line, South 79°22'55" West, 971.88 feet;

Thence leaving said deed line, South 00°04'08" East, 1809.55 feet along the north-south mid-section line of said Section 19;

Thence South 89°49'37" East, 826.69 feet along the east-west mid-section line of said Section 19;

Thence leaving said mid-section line, North 57°57'11" East, 488.30 feet along the property described in the deed recorded in Document No. 2017-0050026, records of Maricopa County, Arizona;

Thence continuing along said deed line, South 00°04'00" East, 260.35 feet;

Thence leaving said deed line, South 89°49'37" East, 1399.51 feet along the east-west mid-section line of said Section 19 to the East quarter corner thereof;

Thence South 00°03'18" East, 2639.95 feet along the east line of the Southeast quarter of said Section 19 to the Southeast corner thereof;

Thence North 89°56'07" West, 2639.74 feet along the south line of last said Southeast quarter to the South quarter corner thereof;

Thence North 89°47'09" West, 2003.25 feet along the south line of the Southwest quarter of said Section 19;

Thence leaving said south line, South 00°00'37" West, 55.00 feet along the northerly extension of the east line of Lot 2 of the Minor Land Division as recorded in Book 1015, Page 23, Maricopa County Records, Arizona, to the northeast corner of said Lot 2;

Thence North 89°47'09" West, 683.10 feet along the north line of said Lot 2 and along the north line of Lot 1 of said Minor Land Division and the westerly prolongation of last said north line, also being the south line of the north 55.00 feet of said Section 30;

Thence North 00°01'39" West, 55.00 feet along the west line of the Northwest quarter of said Section 30, to the Northwest corner thereof;

Thence North 00°01'48" West, 1877.46 feet along the west line of the Southwest quarter of said Section 19;

Thence leaving last said west line, South 85°25'58" West, 55.17 feet along the northerly line of the property as described in the Warranty Deed, as recorded in Document No. 1995-0433967, Maricopa County Records, Arizona;

Thence leaving said northerly line, North 00°01'48" West, 109.44 feet along a line that is parallel with and 55.00 feet west of the west line of the Southwest quarter of said Section 19;

Thence leaving said parallel line, North 89°44'49" West, 2587.17 feet along the south line of the north half of the north half of the Southeast quarter of said Section 24;

Thence North 00°00'32" East, 660.97 feet along the west line of the Southeast quarter of said Section 24;

Thence South 89°44'32" East, 2641.72 feet along the north line of the Southeast quarter of said Section 24 to the West quarter corner of said Section 19;

Thence North 00°01'46" West, 2636.06 feet along the west line of the Northwest quarter of said Section 19 to the Northwest corner thereof;

Thence North 00°01'09" West, 2639.94 feet along the west line of the Southwest quarter of said Section 18 to the West quarter corner thereof;

Thence North 00°00'15" East, 2639.25 feet along the west line of the Northwest quarter of said Section 18 to the **POINT OF BEGINNING**.

Said portion of land containing 51,395,333 sq.ft., or 1179.8745 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

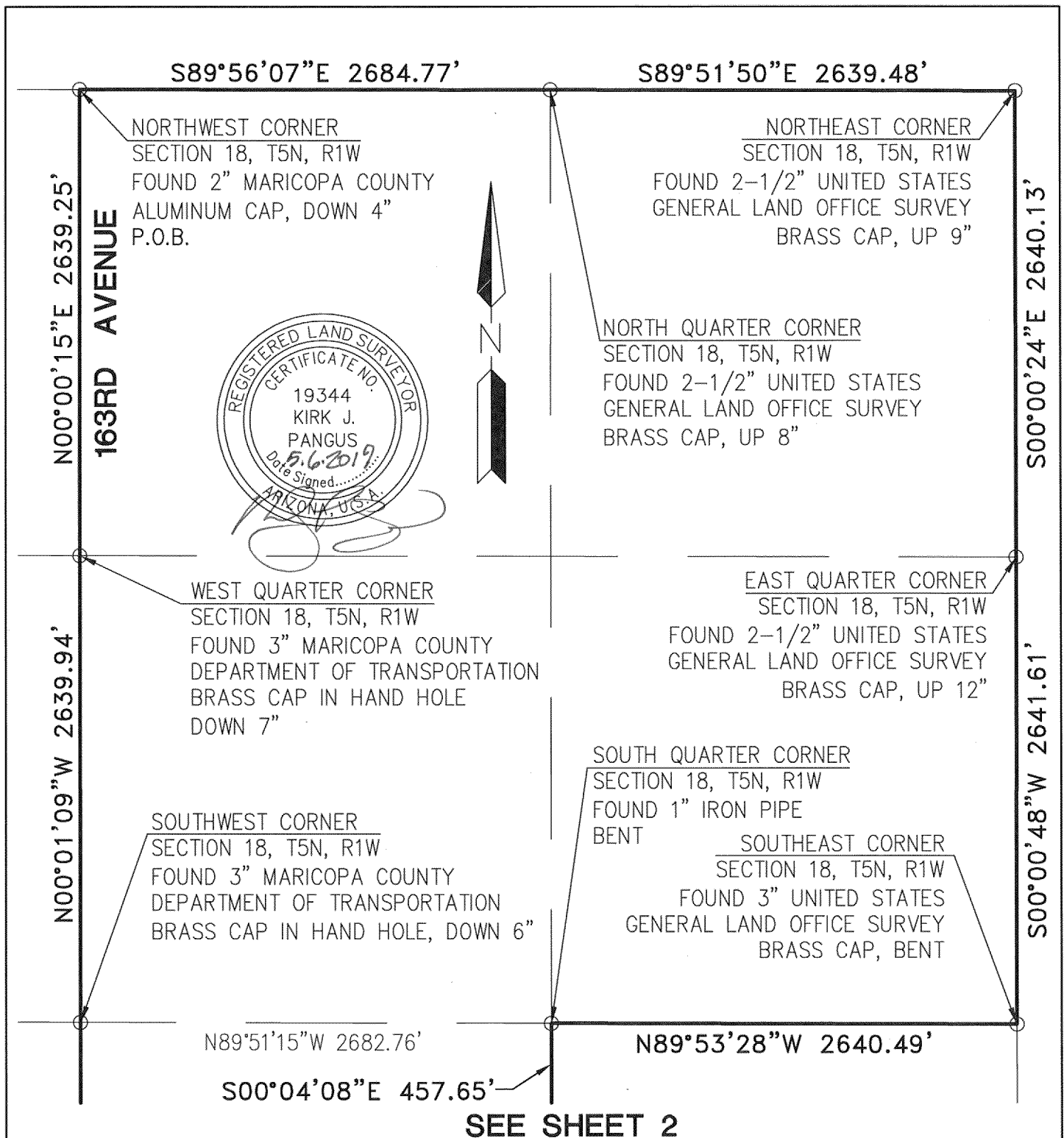
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
 2141 E. Highland Avenue, Suite 250
 Phoenix, AZ 85016
 Project No. 1766
 Date: May 2019



Exhibit B

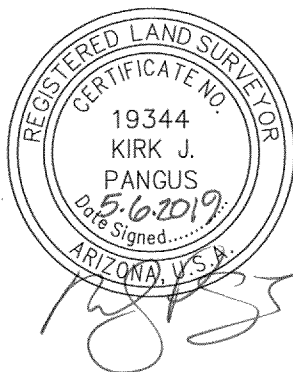
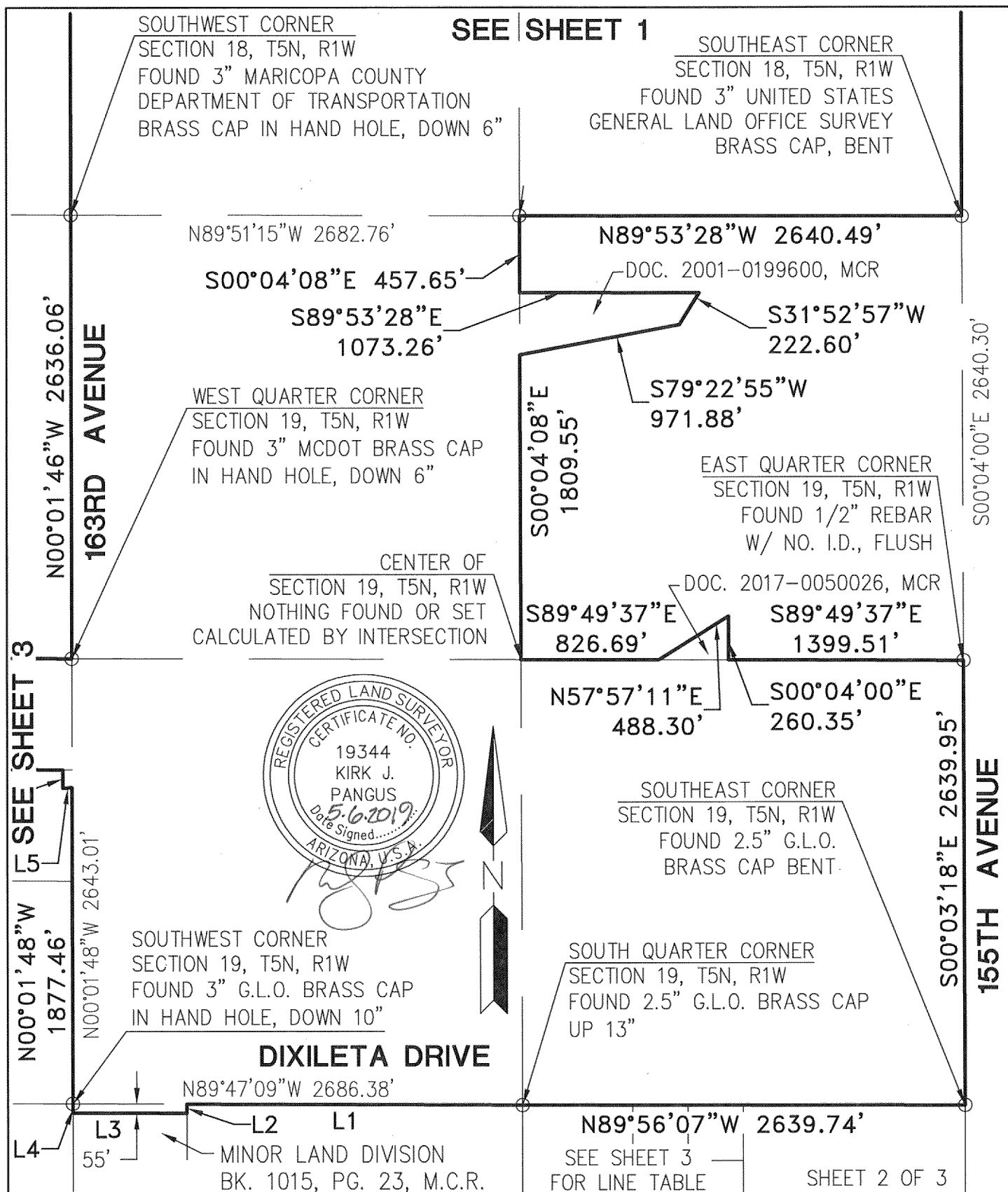
Exhibit of the legally defined Marisol Ranch Annexation Area



PROJ.NO.: 1766
 DATE: MAY 2019
 SCALE: N.T.S.
 DRAWN BY: JDL
 CHECKED BY: KJP

MARISOL RANCH
 ANNEXATION BOUNDARY
 MARICOPA COUNTY, ARIZONA
EXHIBIT

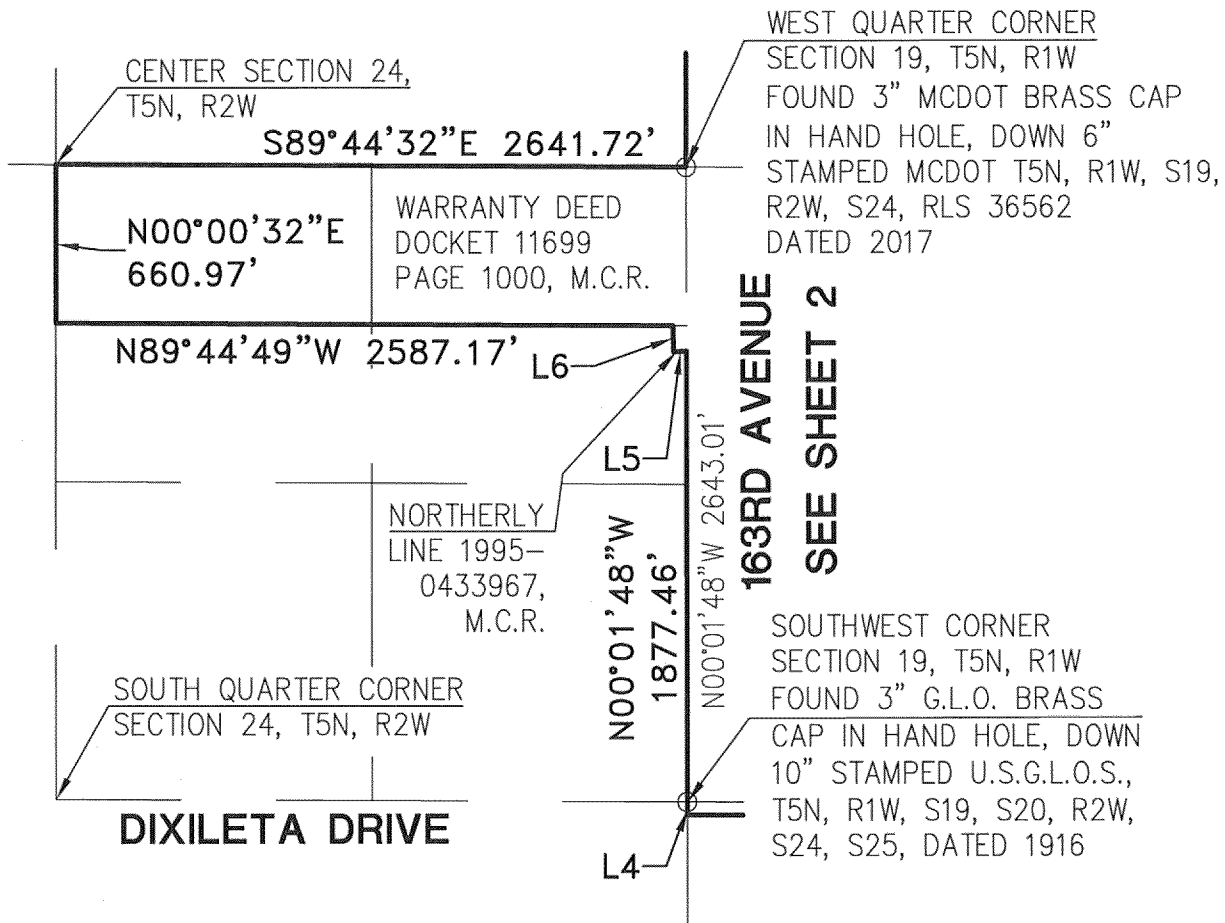
HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436



PROJ.NO.: 1766
DATE: MAY 2019
SCALE: N.T.S.
DRAWN BY: JDL
CHECKED BY: KJP

MARISOL RANCH
ANNEXATION BOUNDARY
MARICOPA COUNTY, ARIZONA
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436



LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N89°47'09"W	2003.25'
L2	S00°00'37"W	55.00'
L3	N89°47'09"W	683.10'
L4	N00°01'39"W	55.00'
L5	S85°25'58"W	55.17'
L6	N00°01'48"W	109.44'



SHEET 3 OF 3

PROJ.NO.: 1766
 DATE: MAY 2019
 SCALE: NONE
 DRAWN BY: JDL
 CHECKED BY: KJP

MARISOL RANCH
 ANNEXATION BOUNDARY
 MARICOPA COUNTY, ARIZONA
EXHIBIT

HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

AFFIDAVIT REGARDING ANNEXATION

Personally appears before me, Chris Boyd who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the City of Surprise, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Surprise and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City of Surprise Annexation Petition, which is filed herewith, with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory associated with Surprise Case #FS18-417 for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.


 (Chris Boyd, Surprise Community Development Director)

SWORN TO AND SUBSCRIBED before me
 this 9th day of May, 2019.


 Notary Public for the State of Arizona



My commission expires: 5/26/2019

ARIZONA STATE LAND DEPARTMENT
APPROVAL OF PROPOSED ANNEXATION

The Arizona State Land Commissioner has given due consideration and does hereby approve the proposed annexation of State lands, as described in Attachment A, into the incorporated boundaries of the City of Surprise.



LISA A. ATKINS
Commissioner, State of Arizona Land Department



DATE



Exhibit A

LEGAL DESCRIPTION
SURPRISE/MARISOL RANCH

PORTIONS OF SECTION 19, IN TOWNSHIP 5 NORTH, RANGE 1 WEST, IN TOWNSHIP 5 NORTH, RANGE 2 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,

BEGINNING AT THE NORTHWEST CORNER OF SECTION 19 ALSO BEING THE NORTHWEST CORNER OF LOT 1,

THENCE EAST ALONG THE NORTH LINE OF SAID SECTIONS 19, AND OF LOT 1, TO THE NORTH QUARTER CORNER OF SECTION 19,

THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER TO A POINT ON THE NORTH LINE OF THE CAP 93-43208,

THENCE SOUTHWEST ALONG THE NORTH LINE OF THE CAP, TO A POINT ON THE WEST LINE OF SECTION 19, ALSO BEING THE WEST LINE OF LOT 2,

THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING.

CONTAINING 82.79 ACRES MORE OR LESS

ALSO

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 19 ALSO BEING THE SOUTHWEST CORNER OF LOT 4,

THENCE NORTH ALONG THE WEST LINE OF SECTION 19 AND THE WEST LINE OF LOT 4 TO A POINT ON THE SOUTH LINE OF THE CAP 93-43208,

THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF THE CAP 93-43208 TO A POINT ON THE NORTH LINE OF THE EAST-WEST MID SECTION LINE OF SECTION 19,

THENCE EAST ALONG THE EAST-WEST MID SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION,

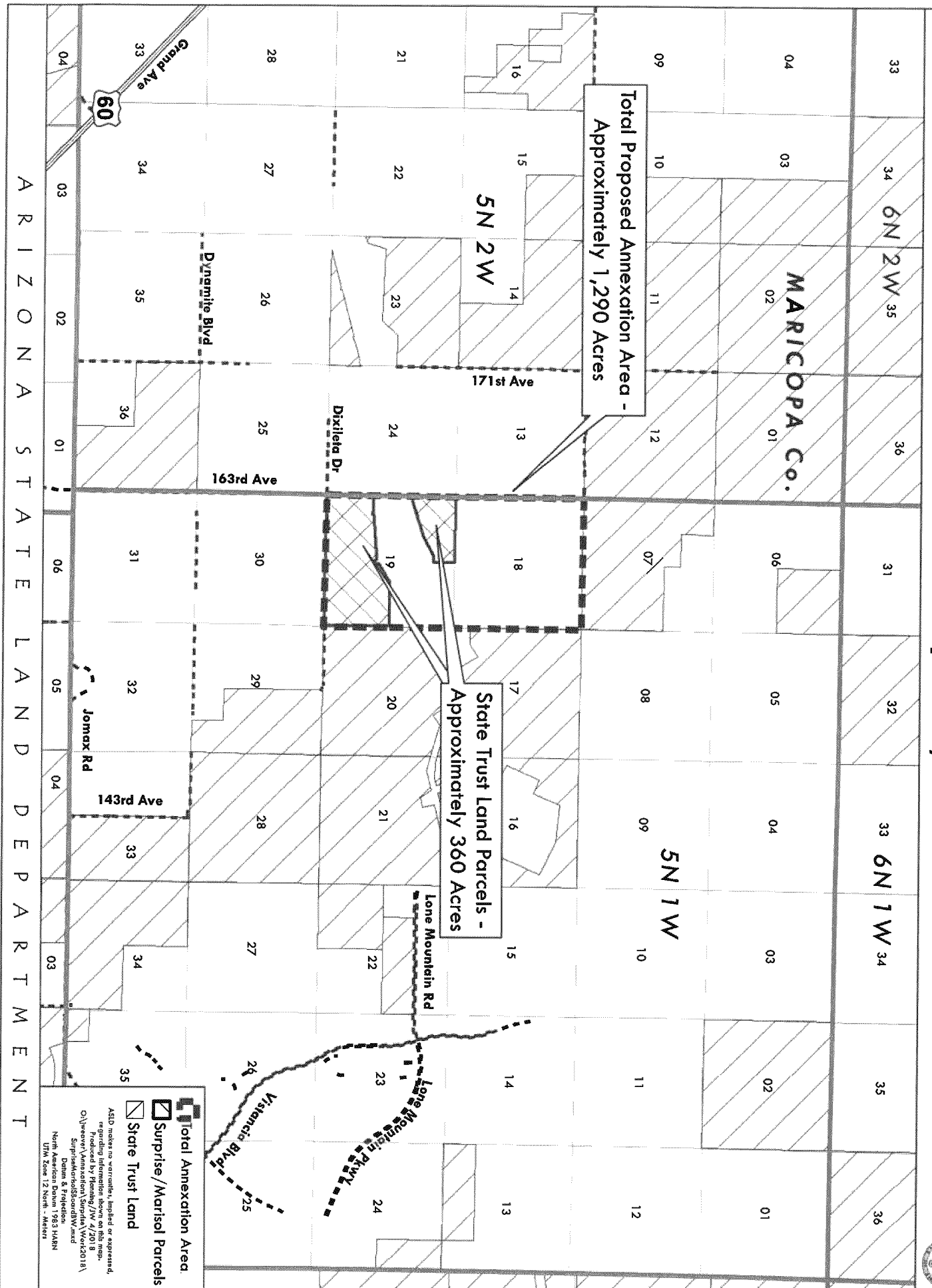
THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF SECTION 19,

THENCE WEST ALONG THE SOUTH LINE OF SECTION 19 TO THE POINT OF BEGINNING.

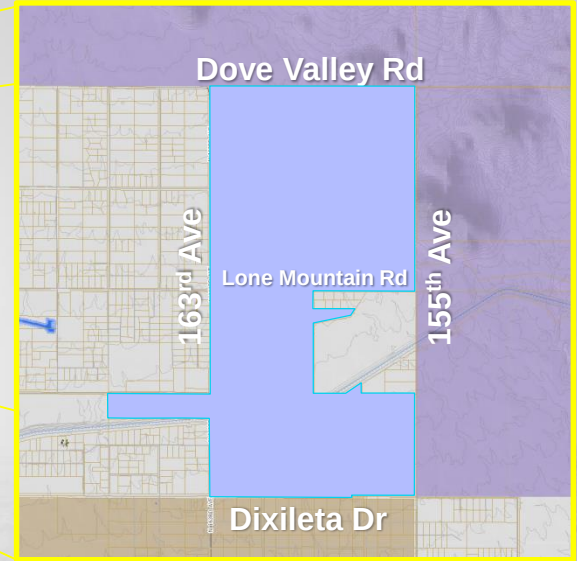
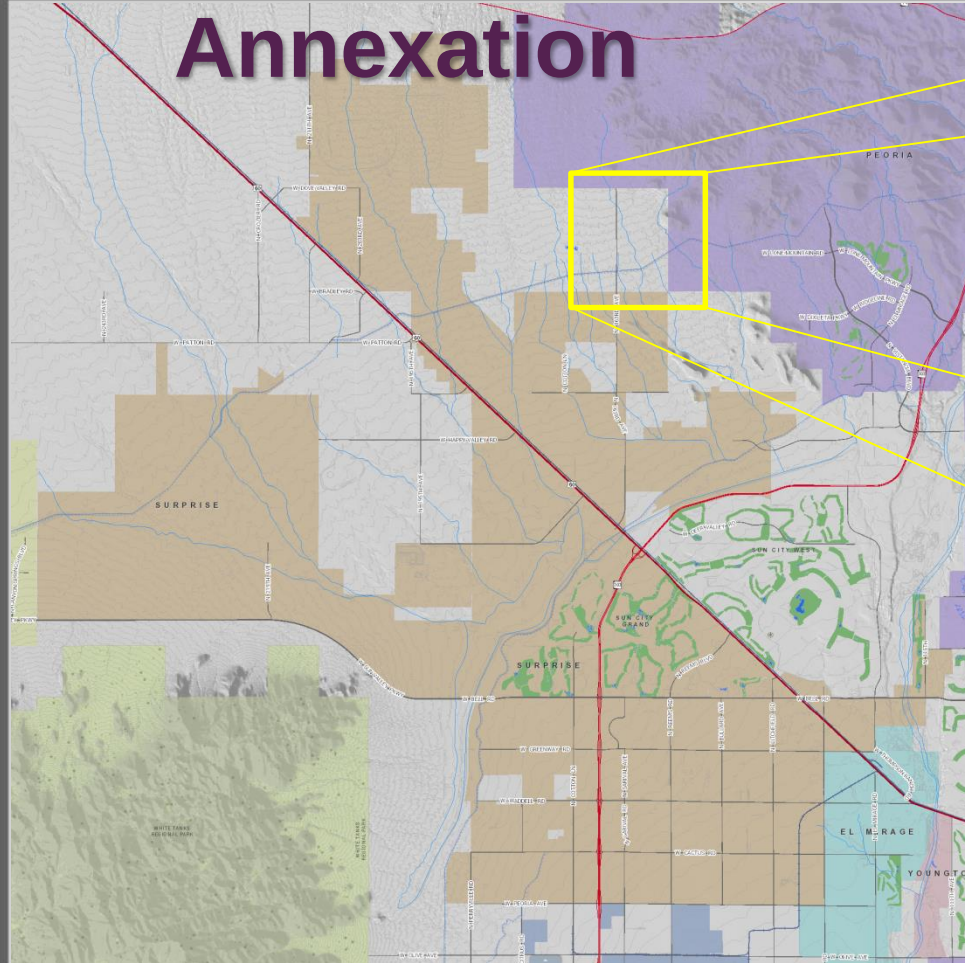
CONTAINING 277.79 ACRES MORE OR LESS

PROPOSED ANNEXATION: Surprise/Marisol Ranch

Exhibit B



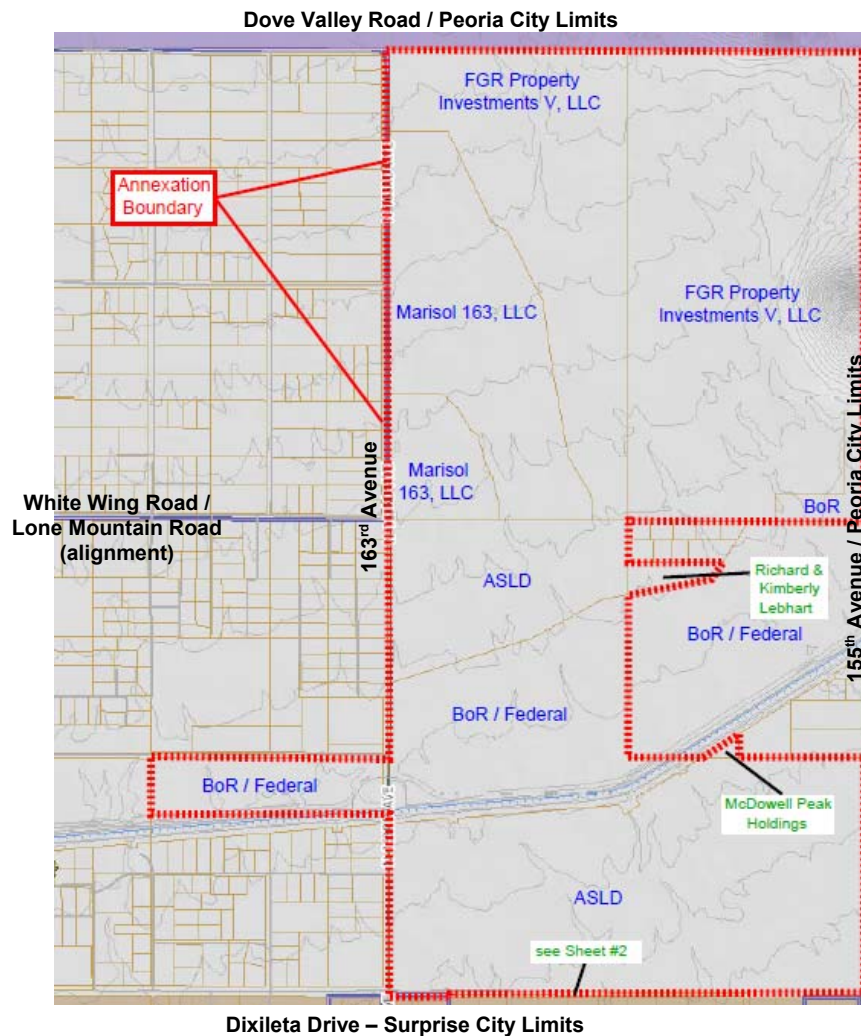
Annexation



- Existing Maricopa County Limits
- Existing Surprise Incorporated Limits
- Existing Peoria Incorporated Limits
- Marisol Ranch Annexation Boundary

FS18-417

Marisol Ranch Annexation Narrative



Date Revised:
May 3, 2019

Introduction & Background:

This “Marisol Ranch Annexation Narrative” (application #FS18-417) is being included as part of an application for an annexation, as well as applications for PAD (Planned Area Development) zoning for the Marisol Ranch project (application #FS18-557), and PAD zoning for the related Lone Mountain Ranch project (application # FS18-459).

This Annexation Narrative notes the current annexation boundary, ownership within the annexation area, current Maricopa County zoning of the parcels within the annexation area and other information related to the annexation of the Marisol Ranch and Lone Mountain Ranch properties, and other properties that are to be included in the annexation area.

As part of the defining of the annexation boundary, we have held several meetings with City of Surprise staff to define the preliminary area. We then conducted outreach to all private property owners within the preliminary annexation area via a letter (both sent via regular and certified mail). Once completed, we met again with City of Surprise staff to determine the actual area as described and defined herein. This boundary has been refined over the past few months based on discussions with private property owners and staff with the City of Surprise.

Attached are various exhibits, as detailed below, that provide information on the preliminary annexation area at this time.

Annexation Boundary:

In general, the annexation boundary has been defined as approximately most of the area extending north from the current Surprise City Limits along the Dixileta Drive alignment to the Dove Valley Road alignment / current Peoria City Limits, between 163rd Avenue on the west (except for the inclusion of a small parcel owned by the Bureau of Reclamation that is west of 163rd Avenue) and the 155th Avenue alignment / current Peoria City Limits on the east.

This includes most of Sections 18 and 19, Township 5 North, Range 1 West. The Bureau of Reclamation parcel noted above (APN 503-51-963) is located in a portion of Section 24, T5N-R2W. The area along Dixileta Drive noted above includes a portion of Section 30, T5N-R1W.

Unfortunately, due to opposition from some of the property owners along Dixileta Drive and also in portions of the NE¼ of Section 19, the boundary was unable to include these entire Sections.

A written general description of the annexation area is included as Exhibit A.

An Exhibit of the legally defined annexation area is included as Exhibit B.

A metes and bounds legal description of the annexation area is included as Exhibit C.

Maps (2 sheets) of the annexation area are included as Exhibit D.

A list of all properties within the annexation area, with existing Maricopa County zoning, is included as Exhibit E.

Annexation Timeline:

Based on a number of varying factors associated with this annexation request, the applicant and the City of Surprise will continue coordinating the annexation timeline as required under ARS §9-471 et. seq. and Surprise Municipal Code (“SCC” or “SUDC” as referenced in the review comments) Section 122-149.

To date, the following steps have occurred:

July/August, 2018: Applicant held several meetings with City of Surprise staff to discuss initial annexation and outreach areas. The applicant then reached-out to all private property owners within the preliminary annexation area via a letter (via both regular and certified mail). The applicant also communicated and met with several private property owners and a related HOA. Once the outreach efforts were completed, the applicant met again with City of Surprise staff to determine the actual annexation area.

December 4, 2018: The Surprise City Council directed staff to proceed with the annexation process under Resolution #2018-193.

The following steps are expected to occur:

May 7, 2019: The Surprise City Council is scheduled to discuss and take action on the related Pre-Annexation Development Agreements (“PADA’s”) for both Marisol Ranch and for the Arizona State Land parcels.

Pending the successful approval of both PADA’s, the Annexation Petition will be recorded (and begin the 30-day waiting period).

June 4, 2019: The Surprise City Council is scheduled to hold a public hearing regarding the annexation, as required by Statute (within the final 10 days of the 30-day waiting period).

Upon the expiration of the 30-day waiting period, the applicant will gather signatures on the Annexation Petition.

June 18, 2019: The Surprise City Council is scheduled to adopt the annexation of the Marisol Ranch Annexation Area, as well as the related rezoning of the Marisol Ranch PAD (FS18-557) and Lone Mountain Ranch PAD (FS-459).

The overall annexation timeline is noted within Exhibit F.

Exhibit A

General Description of the Marisol Ranch Annexation Area

Northern Boundary: North section line of Section 18 (T5N-R1W), also known as the Dove Valley Road alignment / Peoria city limits.

Eastern Boundary: East section lines of Sections 18 & 19 (T5N-R1W), also known as the 155th Avenue alignment / Peoria city limits, EXCEPT that within the NE¼ of Section 19, only two (2) parcels gave their consent (Lebhart/APN 503-52-003D and McDowell Peak Holdings/APN 503-52-003Y). A lack of response and/or a negative reaction to being annexed causes this area to remain unincorporated, but not create a County island.

Southern Boundary: The existing Surprise city limits line (aka Dixileta Drive alignment), which is located approximately 55-feet south of the southern Section line of Section 19 (T5N-R1W), going east from 163rd Avenue to the northeast-end of APN 503-52-981. The annexation boundary then goes northward 55-feet to the south Section line of Section 19 (southern boundary of ASLD land), and then eastward to the east Section line of Section 19 (T5N-R1W), also known as the 155th Avenue alignment / Peoria city limits.

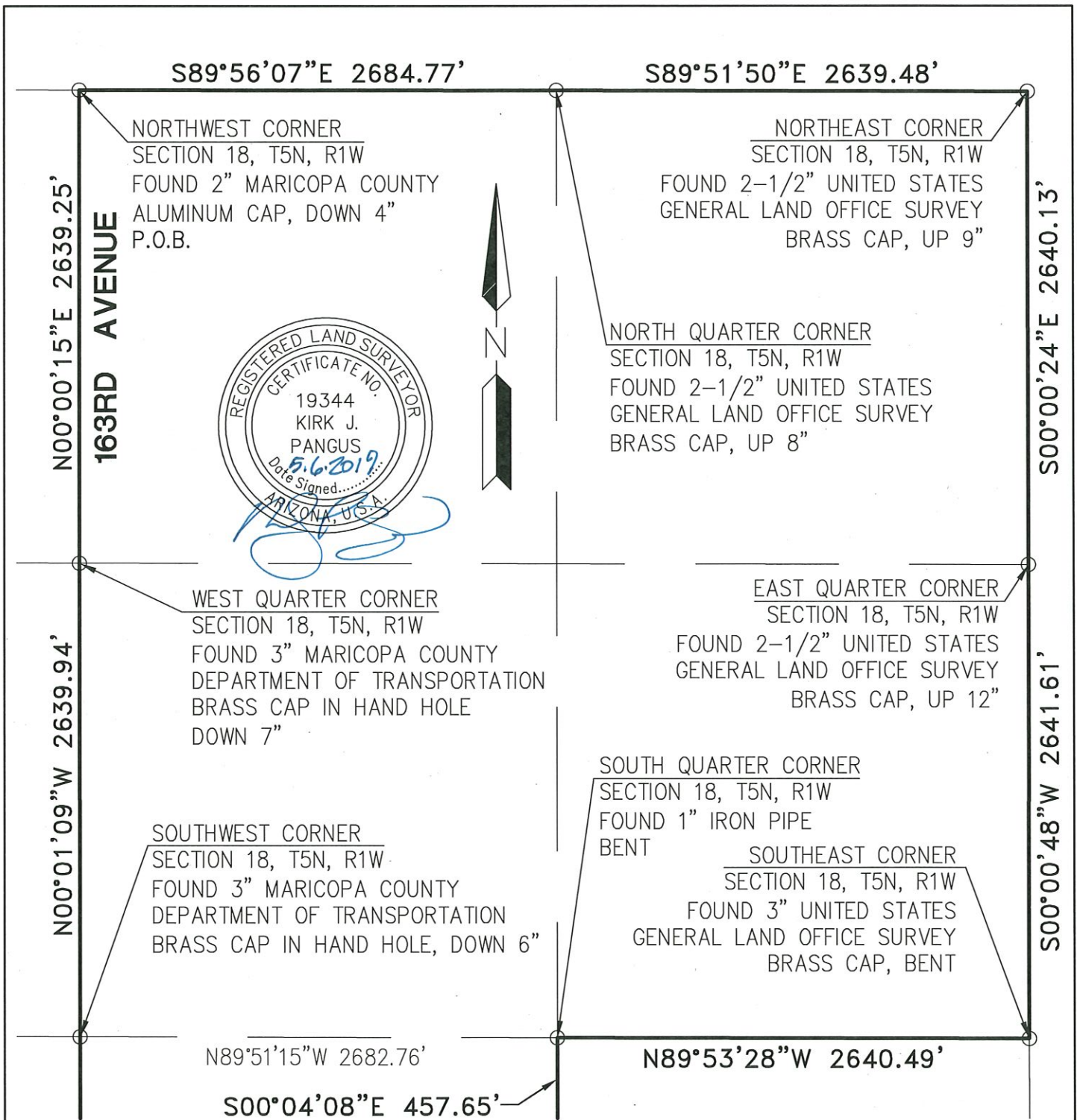
The proposed southern annexation boundary includes the 22-foot deep “dedication” for a portion of the south-half of Dixileta Drive pursuant to the Mattheisen Trust Minor Land Division (MCR Book 1015, Page 23). This area is located in a portion of Section 30, T5N-R1W.

Western Boundary: Generally, the 163rd Avenue alignment, with the boundary located approximately 55-feet west of the west section line of Section 19, going northward from the Dixileta Drive alignment to the north-end of APN 503-51-963, then following the section line north to the north-end of Section 19. From there, the annexation boundary is located approximately 65-feet west of the section of Section 18 (T5N-R1W), going north along the entire west section line of Section 18 (T5N-R1W) to the north-end of Section 18.

The western annexation boundary also includes APN 503-51-963 (owned by the Bureau of Reclamation) that is located west of 163rd Avenue (a portion of Section 24, T5N-R2W) and is needed to comply with the width and depth requirements for this annexation.

Exhibit B

Exhibit of the legally defined Marisol Ranch Annexation Area

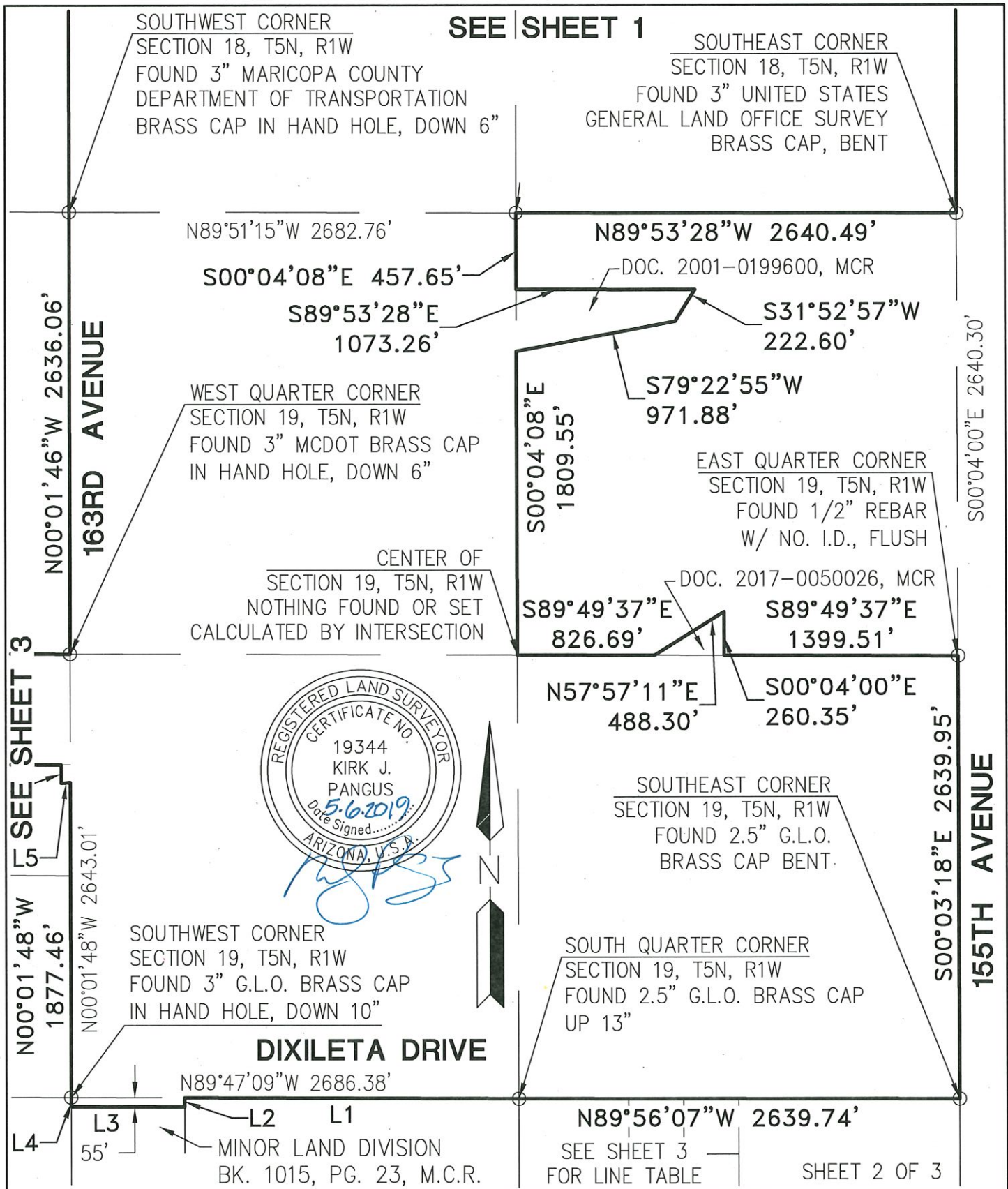


SEE SHEET 2

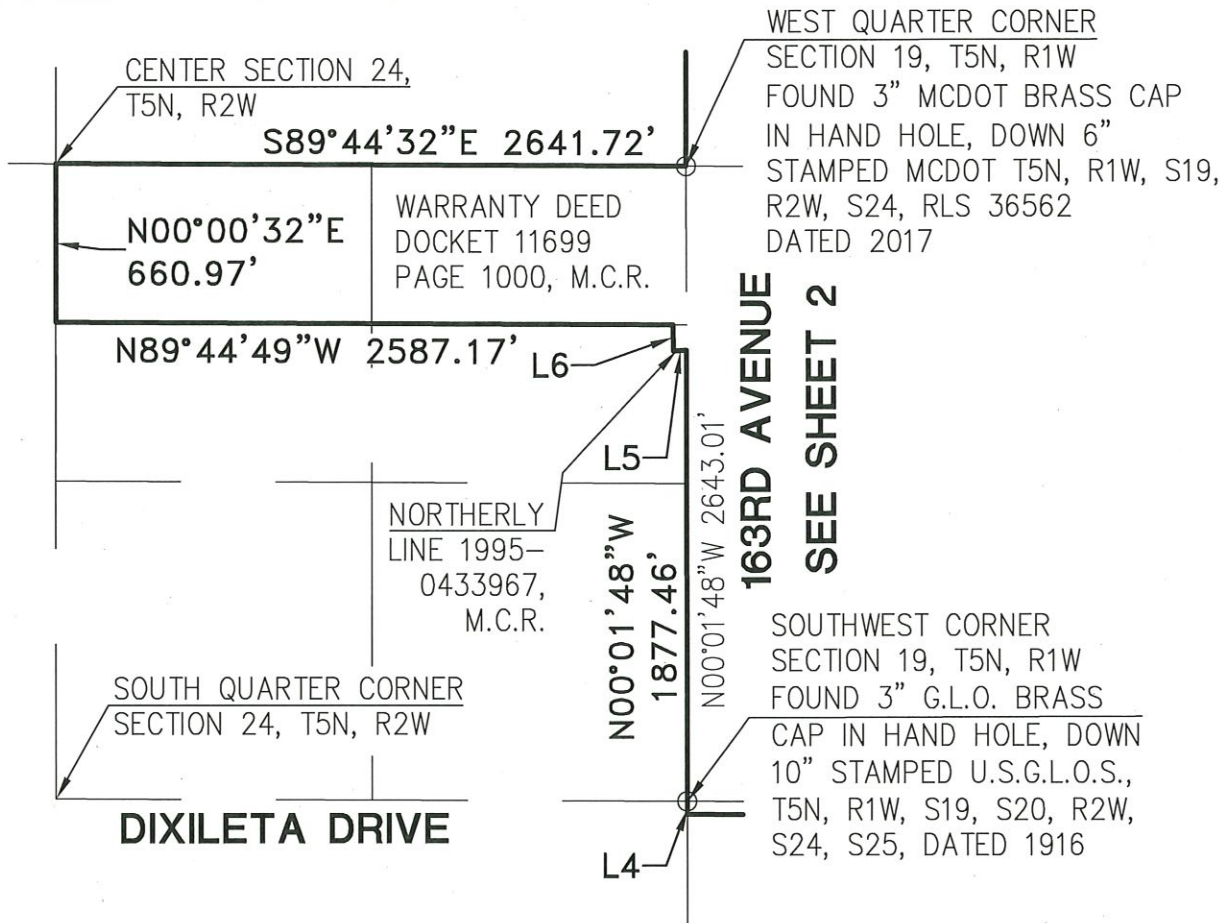
SEE SHEET 3
FOR LINE TABLE

SHEET 1 OF 3

PROJ.NO.: 1766	MARISOL RANCH ANNEXATION BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019		
SCALE: N.T.S.		
DRAWN BY: JDL		
CHECKED BY: KJP		



PROJ.NO.: 1766	MARISOL RANCH ANNEXATION BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019		
SCALE: N.T.S.		
DRAWN BY: JDL		
CHECKED BY: KJP		



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°47'09"W	2003.25'
L2	S00°00'37"W	55.00'
L3	N89°47'09"W	683.10'
L4	N00°01'39"W	55.00'
L5	S85°25'58"W	55.17'
L6	N00°01'48"W	109.44'



SHEET 3 OF 3

PROJ.NO.: 1766	MARISOL RANCH ANNEXATION BOUNDARY MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019		
SCALE: NONE		
DRAWN BY: JDL		
CHECKED BY: KJP	EXHIBIT	

Exhibit C

Metes and bounds legal description of the Marisol Ranch Annexation Area

**MARISOL RANCH
ANNEXATION BOUNDARY
LEGAL DESCRIPTION**

That portion of land being situated within Sections 18, 19, and 30, Township 5 North, Range 1 West and Section 24, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 2 inch Maricopa County aluminum cap accepted as the Northwest corner of said Section 18 from which a found 2-1/2 inch United States G.L.O. survey brass cap, up 8 inches, accepted as the North Quarter corner thereof bears South 89°56'07" East, 2684.77 feet;

Thence South 89°56'07" East, 2684.77 feet along the north line of the Northwest quarter of said Section 18 to the North quarter corner thereof;

Thence South 89°51'50" East, 2639.48 feet along the north line of the Northeast quarter of said Section 18 to the Northeast corner thereof;

Thence South 00°00'24" East, 2640.13 feet along the east line of said Northeast quarter to the East quarter corner thereof;

Thence South 00°00'48" West, 2641.61 feet along the east line of the Southeast quarter of said Section 18 to the Southeast corner thereof;

Thence North 89°53'28" West, 2640.49 feet along the south line of said Southeast quarter to the South quarter corner thereof;

Thence South 00°04'08" East, 457.65 feet along the north-south mid-section line of said Section 19;

Thence leaving said mid-section line, South 89°53'28" East, 1073.26 feet along the property described within the deed recorded in Document No. 2001-0199600, records of Maricopa County, Arizona;

Thence continuing along said deed line, South 31°52'57" West, 222.60 feet;

Thence continuing along said deed line, South 79°22'55" West, 971.88 feet;

Thence leaving said deed line, South 00°04'08" East, 1809.55 feet along the north-south mid-section line of said Section 19;

Thence South 89°49'37" East, 826.69 feet along the east-west mid-section line of said Section 19;

Thence leaving said mid-section line, North 57°57'11" East, 488.30 feet along the property described in the deed recorded in Document No. 2017-0050026, records of Maricopa County, Arizona;

Thence continuing along said deed line, South 00°04'00" East, 260.35 feet;

Thence leaving said deed line, South 89°49'37" East, 1399.51 feet along the east-west mid-section line of said Section 19 to the East quarter corner thereof;

Thence South 00°03'18" East, 2639.95 feet along the east line of the Southeast quarter of said Section 19 to the Southeast corner thereof;

Thence North 89°56'07" West, 2639.74 feet along the south line of last said Southeast quarter to the South quarter corner thereof;

Thence North 89°47'09" West, 2003.25 feet along the south line of the Southwest quarter of said Section 19;

Thence leaving said south line, South 00°00'37" West, 55.00 feet along the northerly extension of the east line of Lot 2 of the Minor Land Division as recorded in Book 1015, Page 23, Maricopa County Records, Arizona, to the northeast corner of said Lot 2;

Thence North 89°47'09" West, 683.10 feet along the north line of said Lot 2 and along the north line of Lot 1 of said Minor Land Division and the westerly prolongation of last said north line, also being the south line of the north 55.00 feet of said Section 30;

Thence North 00°01'39" West, 55.00 feet along the west line of the Northwest quarter of said Section 30, to the Northwest corner thereof;

Thence North 00°01'48" West, 1877.46 feet along the west line of the Southwest quarter of said Section 19;

Thence leaving last said west line, South 85°25'58" West, 55.17 feet along the northerly line of the property as described in the Warranty Deed, as recorded in Document No. 1995-0433967, Maricopa County Records, Arizona;

Thence leaving said northerly line, North 00°01'48" West, 109.44 feet along a line that is parallel with and 55.00 feet west of the west line of the Southwest quarter of said Section 19;

Thence leaving said parallel line, North 89°44'49" West, 2587.17 feet along the south line of the north half of the north half of the Southeast quarter of said Section 24;

Thence North 00°00'32" East, 660.97 feet along the west line of the Southeast quarter of said Section 24;

Thence South 89°44'32" East, 2641.72 feet along the north line of the Southeast quarter of said Section 24 to the West quarter corner of said Section 19;

Thence North 00°01'46" West, 2636.06 feet along the west line of the Northwest quarter of said Section 19 to the Northwest corner thereof;

Thence North 00°01'09" West, 2639.94 feet along the west line of the Southwest quarter of said Section 18 to the West quarter corner thereof;

Thence North 00°00'15" East, 2639.25 feet along the west line of the Northwest quarter of said Section 18 to the **POINT OF BEGINNING**.

Said portion of land containing 51,395,333 sq.ft., or 1179.8745 acres, more or less 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. 1766
Date: May 2019

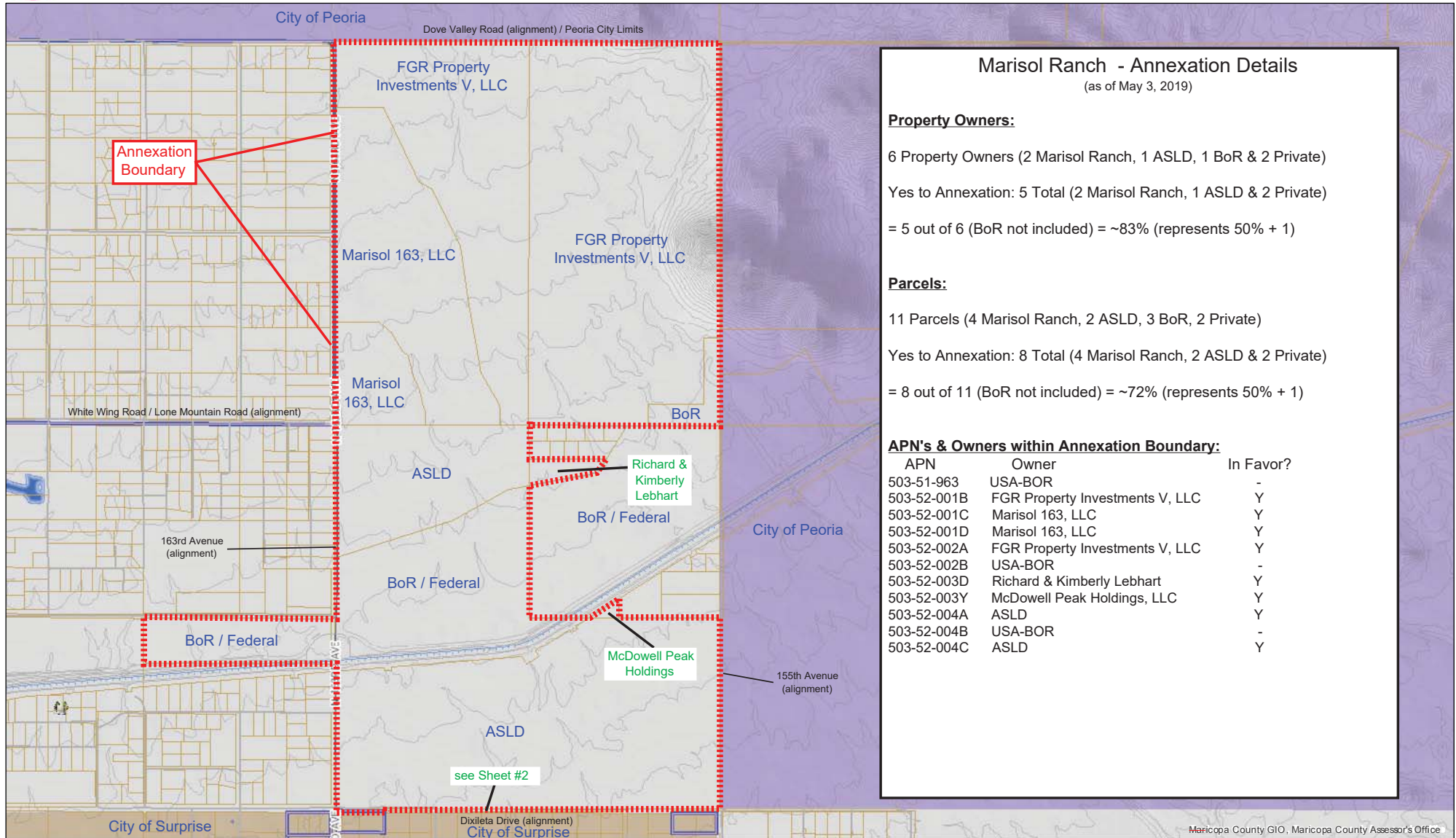


Exhibit D

Maps (2 sheets) of the Marisol Ranch Annexation Area

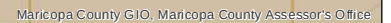
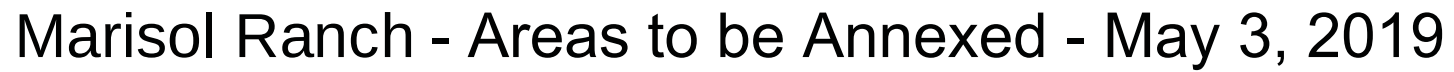


Marisol Ranch - Areas to be Annexed - May 3, 2019



Maricopa County GIO, Maricopa County Assessor's Office

Sheet 1 of 2
May 3, 2019



Page 232 of 543

Exhibit E

Listing of all properties within the Marisol Ranch Annexation Area,
with existing Maricopa County zoning

Marisol Ranch – Annexation Details

(revised – as of May 3, 2019)

Property Owners:

6 Property Owners (2 Marisol Ranch, 1 ASLD, 1 BoR & 2 Private)

Yes to Annexation: 5 Total (2 Marisol Ranch, 1 ASLD & 2 Private)

= 5 out of 6 (BoR not included) = ~83% (represents 50% + 1)

Parcels:

11 Parcels (4 Marisol Ranch, 2 ASLD, 3 BoR, 2 Private)

Yes to Annexation: 8 Total (4 Marisol Ranch, 2 ASLD & 2 Private)

= 8 out of 11 (BoR not included) = ~72% (represents 50% + 1)

APN's, Owners, Zoning (Maricopa County) & Support within Annexation Boundary:

APN	Owner	Zoning*	In Favor?
503-51-963	USA-BOR	Rural-43*	-
503-52-001B	FGR Property Investments V, LLC	RUPD**	Y
503-52-001C	Marisol 163, LLC	RUPD**	Y
503-52-001D	Marisol 163, LLC	RUPD**	Y
503-52-002A	FGR Property Investments V, LLC	RUPD**	Y
503-52-002B	USA-BOR	Rural-43*	-
503-52-003D	Richard & Kimberly Lebhart	Rural-43*	Y
503-52-003Y	McDowell Peak Holdings, LLC	Rural-43*	Y
503-52-004A	ASLD	Rural-43*	Y
503-52-004B	USA-BOR	Rural-43*	-
503-52-004C	ASLD	Rural-43*	Y

* Existing Zoning District as designated by Maricopa County

** The existing RUPD Zoning District as designated by Maricopa County, which includes various underlying zoning districts: R-2, R1-6, R1-7, R1-8, R1-10, R1-18, Rural-43 and C-1

Exhibit F

General Overall Timeline for Marisol Ranch Annexation

DATE COMPLETED	DEADLINE SET BY LAW	ACTION STEPS
August 31, 2018	n/a	Prepare map of area to be annexed; including legal description, parcel list, and existing County Zoning.
	n/a	Prepare plan to demonstrate how services and infrastructure are to be provided within the next 10 years
June 11, 2018	n/a	If state land is included-get approval from state land commissioner.
December 4, 2018	n/a	Surprise City Council directs staff to proceed with the Marisol Ranch Annexation, under Resolution #2018-193.
	n/a	Request from county assessor's office and AZ DOR the name and address of each owner and the assessed value of all property within the boundaries. Include a letter and map of the area. DOR – 8 copies of submittal.
	DAY 1 County holds blank petition for 30 days— cannot collect signatures	Waiting Period - city will file in the county recorder's office a blank petition setting forth a description, an accurate map of all the exterior boundaries of the territory that is proposed for annexation and a sworn affidavit verifying that territory is not subject to an earlier filing for annexation. State lands selection board and state land commissioner approval will be filed if applicable. Send notice and copies of filings to Clerk of the Board of Supervisors and county assessor.
	At least once during Day 1-11.	City will send to newspaper and City Web-site editor a notice of the area proposed to be annexed. Newspaper must be published or circulated in the city or town and the territory proposed to be annexed.
		City receives value data from the county assessor and Department of Revenue.
	Approximately DAY 13	A. Post notice of the public hearing in at least three conspicuous public places in the territory proposed to be annexed Deadline: 6 days prior to the hearing.
	Approximately DAY 13	B. Notice by mail to chairman of county board of supervisors. Deadline: 6 days prior to the hearing.
	Approximately DAY 13	C. Notice by mail to each owner of real and personal property within territory proposed to be annexed. Include proposed map. Deadline: 6 days prior to the hearing.
June 4, 2019*	Once, between Day 20-30	City council has public hearing to discuss the annexation proposal. Deadline: Within the last 10 days of the 30 day waiting period.
	DAY 31+	Obtain signatures on annexation petitions: A. One-half or more of the persons owning real and personal property that would be subject to taxation by the city in the event of annexation. (assessed valuation). B. More than one-half of the persons owning real and personal property that would be subject to taxation by the city in the event of annexation. (ownership). Deadline: Within one year of the last day of the waiting period.
	DAY 31 - 395	Petition complete. Signed petition, copy filed with city clerk - original filed in the office of the county recorder. Deadline: Within one year of the last day of the waiting period.
	24 hours before council meeting	City posts public notice of special city council meeting for reading of annexation ordinance (need minimum of 24 hours' notice-follow normal City procedures for council consideration of non-zoning

* Anticipated Date

Marisol Ranch

PAD Narrative for Equivalent Zoning

January 2018

Revised Submittal: February 2019

Prepared For

FRG Property Investments, LLC &
Marisol 163, LLC

Case #FS18-417



RVi Planning
120 S Ash Ave
Tempe, AZ 85281



Earl, Curley & Lagarde
101 N Central Ave #100
Phoenix, AZ 85012



Hilgart Wilson
2141 E Highland Ave #250
Phoenix, AZ 85016

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Appendices

Appendix A: ALTA Survey

Development Team

Owner Representative

Montage Holdings
Garth Wieger & Tim Keenen
3219 E. Camelback Road, #535,
Phoenix, AZ, 85018-2307
GarthW@montage-holdings.com & TimK@montage-holdings.com
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Land Owner

FRG Property Investments, LLC
Marisol 163, LLC
C/O: Francesca Godi
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Scottsdale AZ 85251-6826
francesca@thegodigroup.com
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Zoning Attorney

Earl, Curley & Lagarde
Greg Loper & Rod Jarvis
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Phone: (602) 265-0094

Land Planner/Applicant

RVi Planning + Landscape Architecture
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mreddie@rviplanning.com
Phone: (480) e994-0994

Civil Engineer

HILGARTWILSON
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1.0 PROJECT OVERVIEW

1.1 Introduction

Marisol Ranch is a 634.01-acre master planned community located at the northeast corner of 163rd Avenue and Lone Mountain Road within an unincorporated portion of Maricopa County. The site location is shown on **Figure 1, Vicinity Map**.

The Marisol Ranch Master Plan was established in 2002 under the jurisdiction of Maricopa County (Application #: Z-2000-095) and amended (Application # Z-2014-099). At the time of this approval, it was anticipated that Marisol Ranch might one day be annexed into the City of Surprise. A request for annexation into Surprise is being processed concurrently with this PAD zoning application under case number FS18-417. The Marisol Ranch PAD, as presented with the annexation, is intended to establish the equivalent zoning for annexation purposes in accordance with state statute. Per the approved county plan, this PAD anticipates 1,882 lots on 634.01 acres for an overall density of 2.97 du/ac. The site plan provides for a mix of residential densities, a 7.23-acre commercial pad, a school site, natural and improved open space, among other uses.

This PAD document is intended to provide equivalency zoning for the property consistent with the regulations and requirements of the City of Surprise Municipal Code. This document establishes policies and regulatory standards for the property related to zoning, land use, density, intensity, public infrastructure, public facilities and open space preservation consistent with the existing zoning on the property prior to annexation.

2.0 EXISTING CONDITIONS ANALYSIS

2.1 Property Location and Description

Location

Marisol Ranch consists of approximately 634.01 acres located in the northwest portion of the City of Surprise Planning Area. The property is made up of four parcels, APN #s 503-52-002A, 503-52-001B, 503-52-001C and 503-52-001D (see **Appendix A, Alta Survey**). The site is generally bounded by the Reems Road alignment on the east, 163rd Avenue/Sarival Avenue on the west, Lone Mountain Road on the south, and the Dove Valley Road alignment on the north. This entire square mile area is included within the Marisol Ranch site except for an approximately 11.5-acre L-shaped parcel near the southeast corner which is owned by the United States of America (APN # 503-52-002B).

Ownership Control

Parcels 503-52-001A & 503-52-001B are owned by FGR Property Investments V, LLC and parcels 503-52-001C & 503-52-001D are owned by Marisol 163, LLC.

Table 1, *Ownership Summary* defines the site’s ownership with existing and proposed zoning designations.

Table 1 ~ Ownership Summary			
APN	Ownership	County Zoning	Equivalent Zoning
503-52-002A	FGR Property Investments, LLC	RU-43 RUPD, R1-18	PAD with RL, RM, CN, PF & OS Base Districts
503-52-001B	FGR Property Investments, LLC	RUPD, R1-10 RUPD, R1-8	
503-52-001D	Marisol 163, LLC	RUPD, R1-7 RUPD, R1-6	
503-51-001C	Marisol 163, LLC	RUPD, R-2 RUPD, C-1	

Municipal Boundaries

Marisol Ranch is located within an unincorporated portion of Maricopa County. The site is within the planning area of the Surprise General Plan, although the current city boundary is located one-mile to the south. The corporate boundary of the City of Peoria runs adjacent to the north and east sides of the site. To annex the site into the City of Surprise, portions of the State Land and BLM parcels to the south will also need to be annexed to meet State annexation statutes.

Surrounding Property Ownership

The site is bordered by Arizona State Trust Land to the north and east, and a mix of State land, Federal land and private development parcels to the south, and large lot residential development to the west.

2.2 Existing Land Use, General Plan Designation and Zoning

Existing Land Use

The Marisol Ranch site is currently undeveloped, vacant desert land. Except for a few jeep trails that crisscross the site, the site remains largely in its natural, undisturbed condition.

Existing Zoning

The Marisol Ranch Zoning (per Application #Z-2000-095) and amended (Application #Z-2014-099) was established within Maricopa County using Maricopa County zoning districts, including an RUPD overlay to allow for modified development standards. As shown on **Figure 2, *Existing Zoning Map***, the property is currently zoned with a variety of residential zoning districts ranging from R-2 RUPD to R-43 RUPD. Commercial and open space districts are also located on the site.

Existing General Plan

Figure 3, *Existing General Plan Land Use Map* identifies two land use character area designations within the City of Surprise 2035 General Plan, including “Neighborhood” and “Open Space”. The open space designation is a linear trail corridor that runs in a northwesterly direction

encompassing one of the primary wash corridors within the property. The remainder of the site falls within the “Neighborhood” land use character area designation. The “Neighborhood” designation is intended to be primarily residential in nature, but also supports commercial and public facility uses to serve residential neighborhoods. Density in this area can range from 1-8 dwelling units per acre. With an overall density of 2.97 dwelling units per acre, the development plan proposed within the existing County zoning is consistent with the “Neighborhood” development pattern as outlined in the City of Surprise 2035 General Plan.

2.3 Regional Facilities and Services

Existing Transportation/Roadways

The property is currently accessed via the Loop 303 Freeway and Grand Avenue to 163rd Avenue to the property. Collectively, these roadways provide regional access to and from the southeast and southwest.

School District

Marisol Ranch is located within the boundaries of the Nadaburg Unified School District. The District presently has two elementary schools, including Desert Oasis Elementary School located approximately 5 miles from the site at the southwest corner of 171st Avenue and Bajada Road, and Nadaburg Elementary School located approximately 16 miles from the site at the southeast corner of Center Street and Dove Valley Road in the Whitman area. These schools will not have capacity to handle the population of Marisol Ranch at full build-out. To adequately support the Marisol Ranch community, the land use plan includes a site for a new K-8 school. This site will be donated to the school district upon execution of a development agreement between the School District and the Landowner. It is likely that this school will also serve existing and future residents in the immediate surrounding area. Discussions are ongoing with the school district and a developer assistance agreement will be executed prior to development commencing on the property.

Because the Nadaburg Unified School District does not currently have its own high school, students living in Marisol Ranch would be able to attend the high schools in neighboring districts. Many Nadaburg students attend Sunrise Mountain High School in Peoria and Wickenburg High School. The Nadaburg School District is in talks to build its own high school within the next 3-5 years. If this happens, students living in Marisol Ranch would have the opportunity to attend this new high school.

Law Enforcement, Fire and Refuse Service

Upon annexation into the City of Surprise, fire & emergency services, law enforcement services, and refuse collection will be provided by the City of Surprise. The nearest fire station, Surprise Fire-Medical Station #304, is located 4 miles south of site on 163rd Avenue and the Happy Valley Road alignment. This temporary fire station is planned to be replaced with a new permanent fire station to be located at the southwest corner of 163rd Avenue and the San Ysidro alignment.

The potential exists for a new police facility to be located at the northwest corner of 163rd Avenue and the San Ysidro Alignment and a future fire-medical station or police substation could be accommodated within the Marisol Ranch community, if needed, to adequately serve the development.

3.0 DESCRIPTION OF REQUEST

3.1 PAD Zoning & Regulatory Development Standards

Development Plan Concept

The Marisol Ranch zoning map was designed based on the opportunities and constraints affiliated with the natural topography and features of the site. The more intensive zoning districts are located near the southern and western portions of the property where the topography is relatively flat, while the less intensive districts are located within the northeast portion of the property where steeper topography and hillside areas are more prevalent. See **Figure 4, *Proposed Zoning Map*** for the location of each proposed zoning district within Marisol Ranch, consistent with the equivalent zoning in Maricopa County.

There are three major wash corridors and several smaller tributaries that traverse the site from north to south, all of which will be preserved in their natural state except for occasional wash crossings for roadway and trail connections. An internal collector road will connect Lone Mountain Road to 163rd Avenue through the central portion of the property, providing vehicular access to the various development parcels. Additional local street connections will be provided between development parcels as each area is developed. A library and K-8 school site will be located near the center of the community along the collector road, providing excellent access and walkability from all areas of the community. A large community park is planned in the northwest corner of site which will be directly connected to the community-wide trail system. A commercial development parcel at the northeast corner of 163rd Avenue and Lone Mountain Road is planned to serve the community and surrounding area with commercial and retail services.

Marisol Ranch is comprised of 22 development parcels. The overall layout of the development parcels as originally approved in Maricopa County is shown in **Figure 5a, *Existing County Zoning and Land Use Master Plan***. **Figure 5b, *Equivalent Land Use Master Plan*** shows the equivalent zoning in the City using the most consistent City Zoning Districts. A total of 1,882 residential units are permitted within the Marisol Ranch community for an overall gross density of 2.97 du/ac. Since identical zoning districts do not exist between Maricopa County and the City of Surprise, this PAD document establishes equivalency zoning districts and development standards that will be adopted for Marisol Ranch using the PAD zoning district within the Surprise Municipal Code (Section 122-38) upon annexation.

Additionally, **Table 2, Equivalent Zoning for Marisol Ranch** defines the zoning category, gross and net parcel acreage, projected unit count, and development standards category for each development parcel within the community.

Table 2 ~ Equivalent Zoning for Marisol Ranch							
Parcel #	Gross Parcel Area	Existing County Zoning ⁴	Allowed Land Use	Lot Yield ¹	Gross Parcel Density	Surprise Equivalent Zoning ²	Development Standards Category ³
Residential Parcels							
A	34	R1-6 RUPD	Single-Family Residential	115	3.38	PAD (RL)	5
B	54.1	R1-6 RUPD	Single-Family Residential	177	3.27	PAD (RL)	5
C	24.7	R-2 RUPD	Townhomes/ Med. Density Res.	207	8.38	PAD (RM)	6
D	47.2	R1-6 RUPD	Single-Family Residential	218	4.62	PAD (RL)	5
E	46.7	R1-6 RUPD	Single-Family Residential	200	4.28	PAD (RL)	5
F	42.9	R1-7 RUPD	Single-Family Residential	151	3.52	PAD (RL)	4
G	53.2	R1-7 RUPD	Single-Family Residential	182	3.42	PAD (RL)	4
H	35.4	R1-7 RUPD	Single-Family Residential	129	3.64	PAD (RL)	4
I	49	R1-8 RUPD	Single-Family Residential	152	3.1	PAD (RL)	3
J	55.2	R1-8 RUPD	Single-Family Residential	154	2.79	PAD (RL)	3
K	45.9	R1-8 RUPD	Single-Family Residential	139	3.03	PAD (RL)	3
L	16.5	R1-10 RUPD	Single-Family Residential	36	2.18	PAD (RL)	2
M	15.6	R1-18 RUPD	Single-Family Residential	22	1.41	PAD (RL)	1
Non-Residential Parcels							
N	12.0	R-43	School	-	-	PAD (PF)	7
O	5.0	R-43	Library	-	-	PAD (PF)	7
P	29.6	R-43	Park	-	-	PAD (OS)	7
Q	1.4	R-43	Hillside Preservation ⁵	-	-	PAD (OS)	7
R	22.9	R-43	Hillside Preservation ⁵	-	-	PAD (OS)	7
S	14.4	R-43	Wash Preservation ⁶	-	-	PAD (OS)	7
T	19.4	R-43	Wash Preservation ⁶	-	-	PAD (OS)	7
U	7.2	C-1 PD	Commercial	-	-	PAD (NC)	8
V	1.7	R1-8 RUPD	WWTF	-	-	PAD (PF)	3
Totals	634.03			1882	2.97		
¹ Parcel Lot Yield is limited to that shown in Lot Yield column.							
² Uses are those associated with the zoning district as indicated in parentheses in the Surprise Equivalent Zoning Column.							
³ Development Standards are per the Development Standards Category Column.							
⁴ County zoning also includes PAD Overlay for the entire development.							
⁵ Hillside areas with slopes of 10% or greater will be preserved.							
⁶ Wash Corridors will remain undisturbed except for trails and roadway crossings.							

Marisol Ranch Development Standards

The Marisol Ranch PAD provides regulatory development standards consistent with the County-approved RUPD development standards that will guide the overall planning and development of the residential portions of the community. These development standards include minimum lot sizes, setbacks, building height, and other regulations as defined within Table 3 below. Where standards are not otherwise specified within the PAD document, the City of Surprise zoning districts as defined in the Surprise Municipal Code, including future amendments, shall regulate.

Development standards associated with each development parcel are defined in **Table 3: Development Standards for Marisol Ranch** below.

Table 3: Development Standards for Marisol Ranch										
Development Standards Category	Parcel	Min. Lot Area/DU	Minimum Lot Area:	Min. Lot Width	Max. Lot Coverage	Min. Setbacks			Distance Between Buildings on Lot:	Max. Height
						Front Yard	Rear Yard	Side Yard		
1	M	18,000	15,000	100**	35%	20'	25'	8'/8	15'	2 st/30'
2	L	10,000	7,700	70**	40%	18'	20'	5'/5'	10'	2 st/30'
3	I, J, K, V	8,000	6,600	60**	45%	10/18*	15'	5'/5' or 0'/10'	10'	2 st/30'
4	F, G, H	7,000	6,050	55**	45%	10/18*	15'	5'/5' or 0'/10'	10'	2 st/30'
5	A, B, D, E	6,000	4,950	45**	50%	10/18*	15'	5'/5' or 0'/10'	10'	2 st/30'
6	C	4,000	6,000	60**	50%	10/18*	15'	5'/5'	10'	2 st/30'
7	N, O, P, Q, R, S, T	43,560	43,560	145**	25%	40'	30'	40'	n/a	30'
8	U	n/a	6,000	60**	60%	10'	0'	0'	n/a	30'
* 10' to building/18' to garage or 10' if "turn-in-garage".										
** This does not preclude the provision for flag-lots which shall have a minimum width of 20'										

Table 4, Zoning and Land Use Summary provides an overall summary of the various zoning and development parcels within Marisol Ranch. This table defined the proposed land use, overall gross acreage and residential units for each zoning district within the property.

Table 4: Zoning and Land Use Summary					
Proposed Use	Zoning	Parcels	Gross Acres	Units	Lot %
Townhomes/Med. Density Res.	PAD (RM)	C	24.7	207	11%
Single-Family Residential	PAD (RL)	A, B, D, E, F, G, H, I, J, K, L, M	495.7	1,675	89%
Neighborhood Commercial	PAD (NC)	U	7.23	-	-
Public Facility/Use	PAD (PF)	N, O, P, V	18.7	-	-
Open Space	PAD (OS)	Q, R, S, T	87.7	-	-
Total:			634.03	1,882	100%

3.2 Recreation and Open Space

A significant open space network is planned for Marisol Ranch. The open spaces will include a 29.6-acre community park site, an extensive multi-use trail network, pocket parks in each residential subdivision, and natural open space areas. In total, these open space areas represent approximately 25% of the project area.

The community park site will include sport courts, a multi-use field, a tot-lot, restrooms and a project clubhouse. An internal trail network is planned to follow natural drainage channels within Marisol Ranch and will weave among the open space corridors to provide connections between parcels. Pocket parks are to be included in each subdivision. These parks will be a minimum of ¼-acre in size and will be developed for active recreational use with playground equipment, picnic ramadas and so forth or will be restored to a natural open space state. Natural open space areas will remain with minor disturbance and/or restoration in conjunction with roadway and trail crossings. These areas will include most of the natural drainageways (Parcels S & T) and the hillside areas (Parcels Q & R) where slopes exceed 10%.

3.3 Circulation Plan

Primary roads around the perimeter of the site include 163rd Avenue and Lone Mountain Road. Additionally, an internal loop road will provide localized access to the individual development parcels within the property. All public roads adjacent to and within the Marisol Ranch project will be developed to meet City standards in effect at the time of development.

3.4 Drainage Master Plan

Existing Drainage Conditions

The project site generally slopes to the southwest towards the Central Arizona Project Canal at an average grade of 1 percent. The site is currently comprised of undeveloped native desert land. The two sources of offsite runoff that impact the Project are Padelford Wash and the Hieroglyphic Mountains watershed. Runoff approaching the Project from Padelford Wash enters the site at two inflow points. The flows impacting the site are those from Split 1 and the Main Reach.

Runoff is conveyed through the site through existing natural channels. In February 2000, SKG Enterprises, Inc. submitted an individual 404 permit application for the proposed development of Marisol Ranch for approval by the U.S. Army Corps of Engineers (USACE). The application indicated some natural washes traversing the site were determined as United States Jurisdictional Water ways. This permit has now expired, and the jurisdictional limits of the washes are pending.

Proposed Drainage Conditions

In the proposed drainage plan, the runoff from Padelford Wash will enter via box culverts beneath the proposed roadway and will be conveyed southeast through existing natural washes. These washes will be utilized to convey offsite flows approaching the site to the downstream limits of the property. Erosion Hazard Limits will be designated along the washes per the methodology prescribed in Arizona State Standard 5-96.

The runoff incoming from the Hieroglyphic Mountains will be collected in a series of natural and engineered channels and conveyed to the wash corridors.

Portions of the floodplain associated with the Padelford Wash will be mitigated by the placement of fill to sufficiently elevate the lots above the 100-year water surface elevation and remove the affected area from the floodplain. The CLOMR/LOMR process will be completed to effectively remove these lots from the regulatory floodplains.

Drainage design will be prepared in accordance with the City of Surprise and Maricopa County design criteria. Onsite rainfall runoff from the Project will be routed within the streets and/or storm drain to retention basins. These basins will be designed to store the tributary runoff generated from the 100-year, 2-hour storm event.

Ultimately, the proposed drainage conditions will mimic existing drainage patterns and ultimately exit the Project at the historical outfall points.

3.5 Water & Sewer Master Plans

Water

Marisol Ranch (the Project) is within the City of Surprise Special Planning Area 4 (SPA4) and is in Pressure Zone PZ-4A. It is currently isolated from existing water infrastructure and is approximately three miles north of the Desert Oasis Water Storage Facility (WSF). The Project's anticipated average day, maximum day, and peak hour demands are 749,780 gpd, 1,459,280 gpd, and 2,168,780 gpd, respectively.

As shown in the City's *Integrated Water Master Plan: Water Infrastructure Final Report* (Malcolm Pirnie, 2009), the Project will ultimately be served by Water Storage Facility WSF-5. Until WSF-5 is constructed and brought online, the Project may receive water service on an interim basis by extending the existing water infrastructure within SPA2 north to the Project site. This scenario would require the installation of a booster pump station to pump the water from SPA2 to the Project site since SPA2 lies within the lower pressure zones PZ-2A, PZ-3A and PZ-2C. Alternately, a new water supply, onsite water storage facility, and onsite booster pump station could be constructed on or near the Project site to serve the Project until WSF-5 is constructed and water transmission mains are installed between WSF-5 and Marisol Ranch.

It is anticipated that the Project will be developed in several phases. The proposed water system infrastructure needed to serve the Project will also be constructed in phases to adequately meet the water demands for each phase. Selection of the final interim water solution will be made during the design phase.

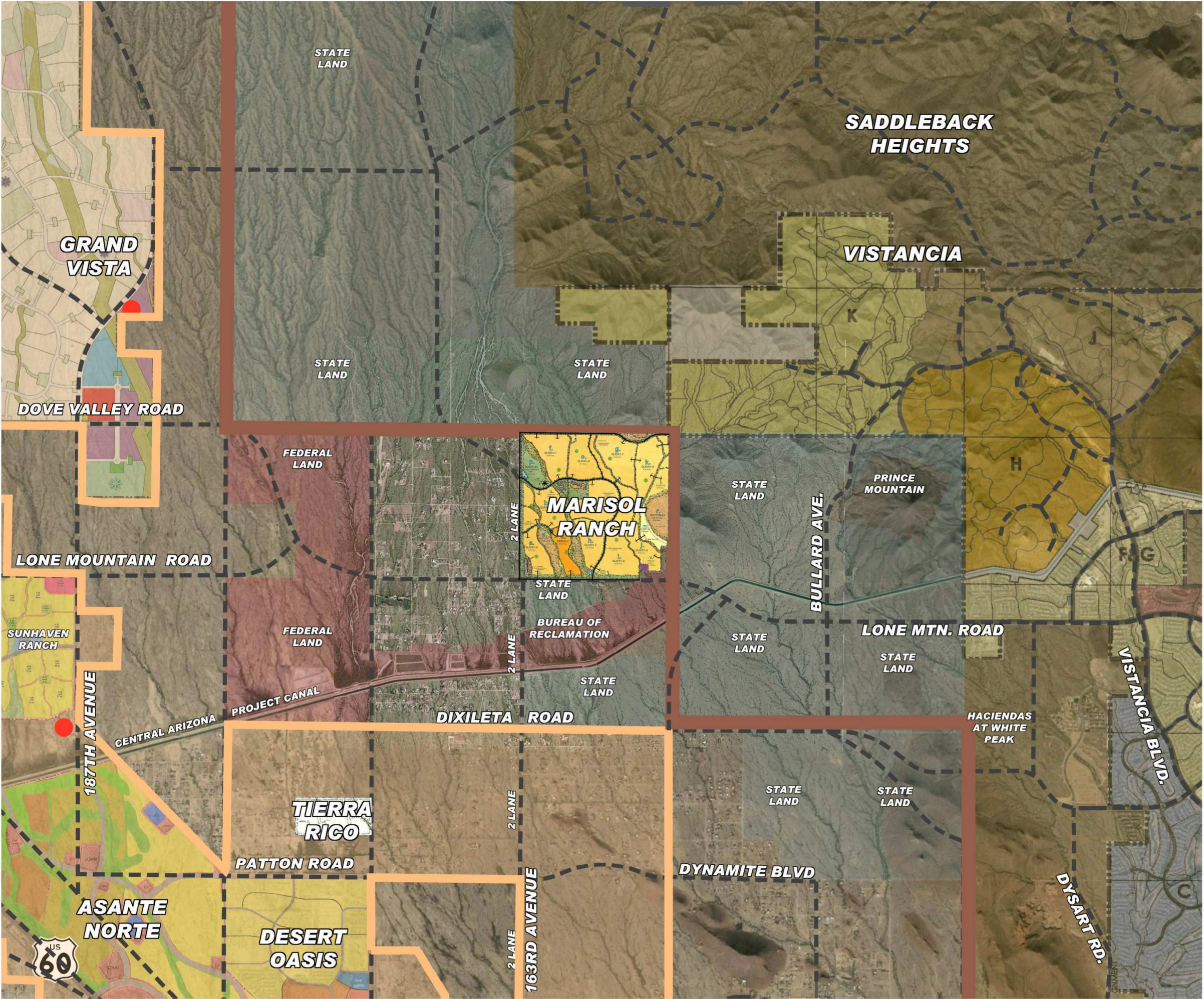
Sewer

The existing Marisol Ranch zoning entitlement includes a provision for a Wastewater Treatment Facility (WWTF) to be located in Parcel V; however, since the development will be served by the SPA 2 Water Reclamation Facility this WWTF is not required.

Upon annexation, the Project will receive wastewater service from the City of Surprise and is located within the City's SPA2 Water Reclamation Facility (SPA2-WRF) wastewater service area. The SPA2-WRF is located near Reems Road and Pinnacle Peak Road, south of the Beardsley Canal. Currently, there is no wastewater infrastructure adjacent to the Project site. The Project will generate an estimated average daily wastewater flow of 457,136 gpd and a peak wastewater flow of 1,371,407 gpd.

As noted in the City's *Integrated Water Master Plan: Water Infrastructure Final Report* (Malcolm Pirnie, 2009), the Project's wastewater flows will ultimately be routed to the SPA2-WRF. Until the sewer trunk mains between the Project and SPA2-WRF are fully constructed, the Project may be served by a temporary package wastewater treatment plant. If a temporary plant is used, it will be installed near the low point of the community at the southeast corner of the Project and be a modular plant, constructed in phases to match the Project's development. During the initial phase of development, when the average daily flow is less than 10,000 gpd, wastewater flows may be routed to a vault and then hauled to an offsite Water Reclamation Facility for treatment.

It is anticipated that the Project will be developed in several phases. The proposed wastewater system infrastructure will also be constructed in phases to adequately serve the wastewater flows generated by the development. Selection of the final interim wastewater solution will be made during the design phase.



MARISOL RANCH

Equivalency Zoning
(Annexation)

Figure 1
Vicinity Map

-  SURPRISE CITY LIMITS
-  SURPRISE PLANNING AREA BOUNDARY

Subject to engineering and City review and approval.

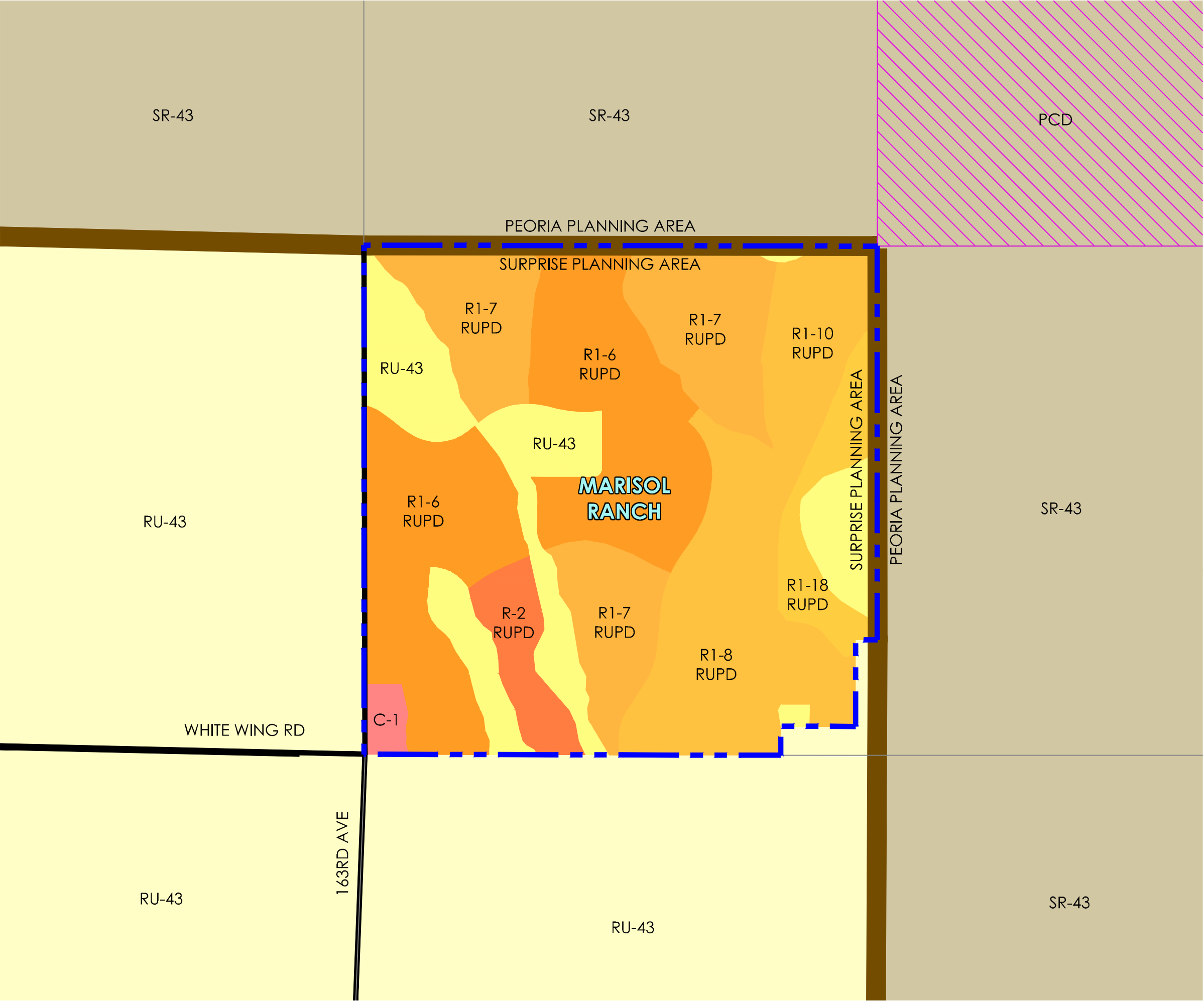


APPROX. SCALE: NTS

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Date.	11/30/18	Project No.	1793
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MARISOL RANCH

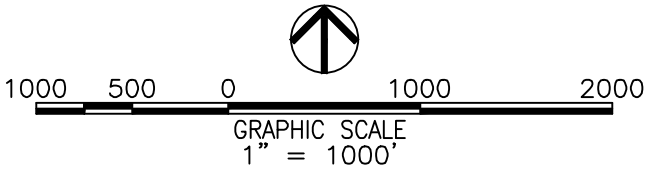
Equivalency Zoning
(Annexation)

Figure 2

Existing Zoning Map
LEGEND

- MARICOPA COUNTY
- RU-43 PAD
 - R1-18 RUPD PAD
 - R1-10 RUPD PAD
 - R1-8 RUPD PAD
 - R1-7 RUPD PAD
 - R1-6 RUPD PAD
 - R-2 RUPD PAD
 - C-1 PAD
 - RU-43
- CITY OF PEORIA
- SR-43
 - PCD
- PLANNING AREA
- MAJOR ARTERIAL

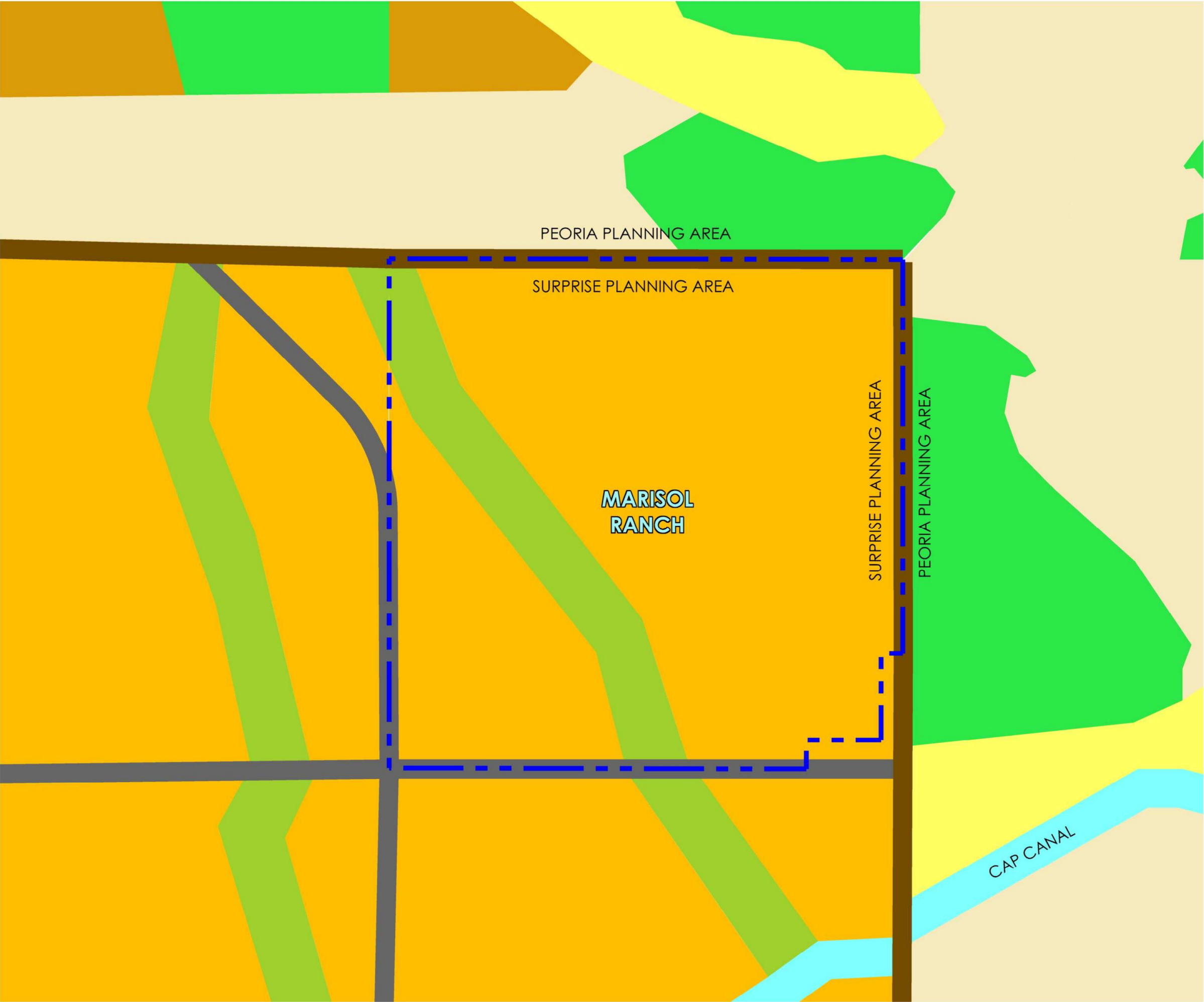
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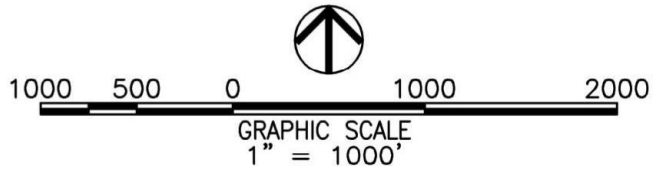
MARISOL
RANCH
Equivalency Zoning
(Annexation)

Figure 3
Existing General Plan Land Use Map

LEGEND

City of Surprise Character Areas	City of Peoria Land Use
Neighborhood -Rural -Suburban -Urban	Residential/ Estate
Open Space	Residential/ Low
Planning Area Boundary	Residential/ Medium
Major Arterial	Park / Open Space

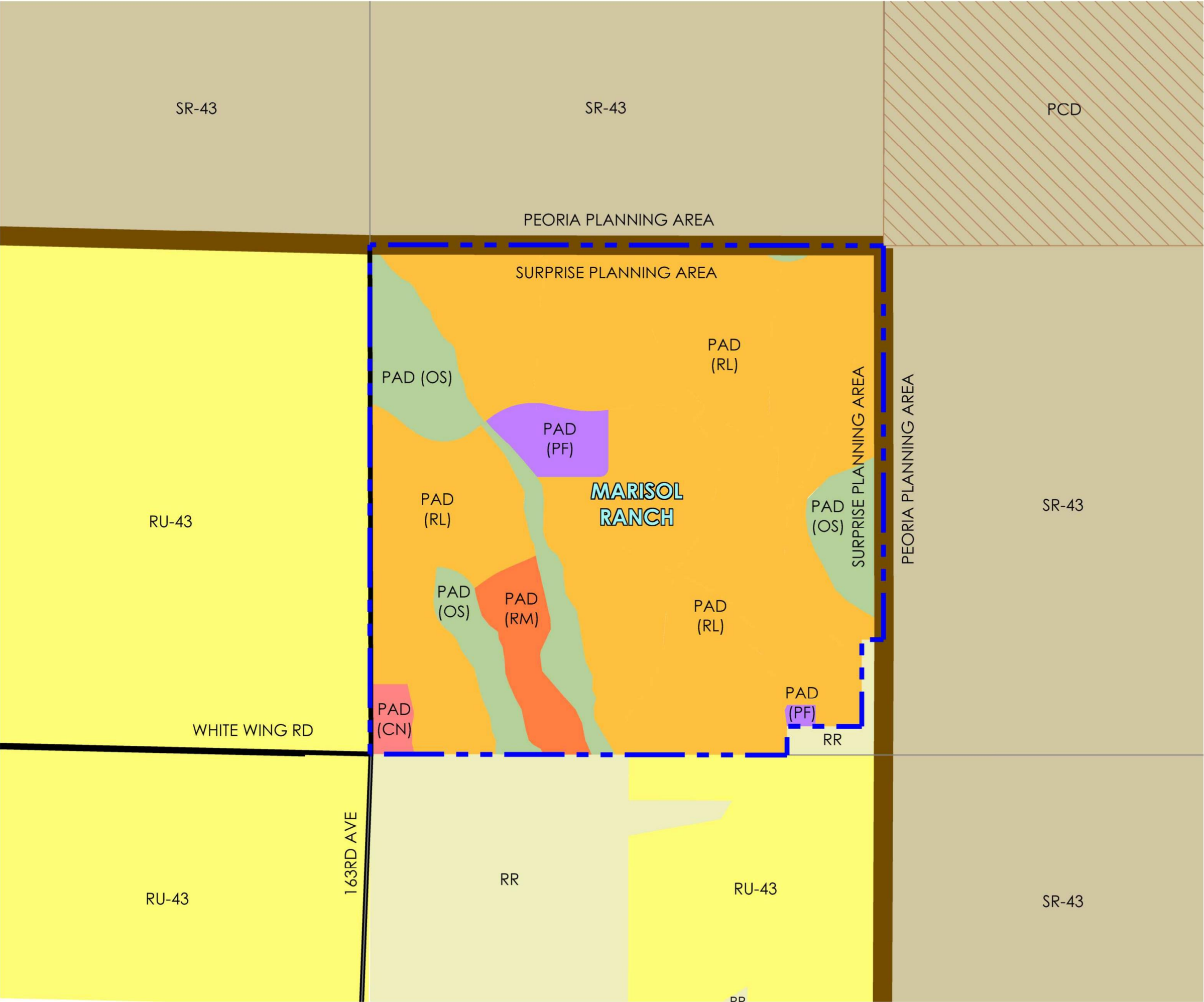
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Date.	11/30/18	Project No.	1793
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MARISOL RANCH

Equivalency Zoning
(Annexation)

Figure 4
Proposed Zoning Map
LEGEND

CITY OF SURPRISE

- PAD (OS)
- PAD (RM)
- PAD (RL)
- PAD (CN)
- PAD (PF)
- RR

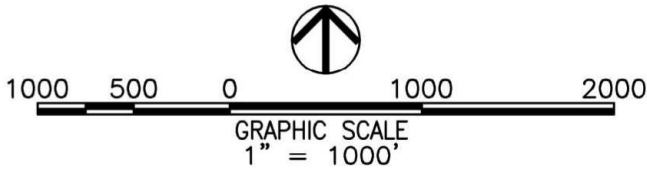
CITY OF PEORIA

- PCD
- SR-43

MARICOPA COUNTY

- RU-43
- PROJECT AREA
- PLANNING AREA
- MAJOR ARTERIAL

Subject to engineering and City review and approval.



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Date. 11/30/18 Project No. 1793



MARISOL RANCH

Figure 5a
Existing County Land Use Master Plan

Plan Data:

Parcel Acres:	Land Use Category:	Proposed Land Use:	Proposed Zoning:	Percent of Gross Area:	# of Units:	Density (DU/Ac):
Residential Uses:						
A. 34.00	Small Lot Res.	Single Family	R1-6	5.36	115	3.39
B. 54.10	Small Lot Res.	Single Family	R1-6	8.53	177	3.27
C. 24.70	Med. Density	Townhomes	R-2	3.89	207	8.38
D. 47.20	Small Lot Res.	Single Family	R1-6	7.44	218	4.62
E. 48.70	Small Lot Res.	Single Family	R1-6	7.36	200	4.28
F. 42.90	Small Lot Res.	Single Family	R1-7	6.77	151	3.52
G. 53.20	Small Lot Res.	Single Family	R1-7	8.39	182	3.42
H. 35.40	Small Lot Res.	Single Family	R1-7	5.58	129	3.64
I. 49.00	Small Lot Res.	Single Family	R1-8	7.73	152	3.10
J. 55.20	Small Lot Res.	Single Family	R1-8	8.71	154	2.79
K. 45.90	Small Lot Res.	Single Family	R1-8	7.24	139	3.03
L. 16.50	Small Lot Res.	Single Family	R1-10	2.60	36	2.18
M. 15.60	Large Lot Res.	Single Family	R1-18	2.46	22	1.41
Non-Residential Uses:						
N. 12.00	Educational	Elem. School	R-43	1.89	-	-
O. 5.00	Public Facility	Public Library	R-43	0.78	-	-
P. 29.00	Rec. Open Space	Comm. Park	R-43	4.67	-	-
Q. 1.40	Non-Dev. O.S.	Hillside Area	R-43	0.22	-	-
R. 22.90	Non-Dev. O.S.	Hillside Area	R-43	3.61	-	-
S. 14.40	Non-Dev. O.S.	Desert/Wash	R-43	2.27	-	-
T. 19.40	Non-Dev. O.S.	Desert/Wash	R-43	3.06	-	-
U. 7.23	Neigh. Ret. Center	Commercial	C-1	1.14	-	-
V. 1.70	Public Facility	W.W.T.F.	R1-8	0.30	-	-
Totals: 634.03				100.00	1882	2.57

Land Use Summary:

Land Use:	Gross Acres:
Large Lot Residential (1-2 DU/Ac)	15.60
Small Lot Residential (2-5 DU/Ac)	480.10
Medium Density Residential (5-15 DU/Ac)	24.70
Educational	12.00
Recreational Open Space	29.60
Non-Developable Open Space	58.10
Neighborhood Retail Commercial	7.23
Public Facility	6.70
Total:	634.03 Acres

Legend:

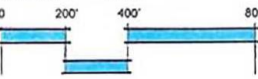
LLR	Large Lot Residential 1-2 DU/Ac	ROS	Recreational Open Space Public Community Park
SLR	Small Lot Residential 2-5 DU/Ac	NDOS	Non-Developable Open Space Undisturbed Desert/Wash Areas
MDR	Medium Density Residential 5-15 DU/Ac	NDOS	Non-Developable Open Space Hillside Area above 15%
ED	Educational Elementary School Site	PF	Public Facilities Wastewater Treatment Facility
NRC	Neighborhood Retail Center	Pocket Park	Pocket Park

Note:
Approximately 72.7 acres of additional Open Space is provided within development parcels in the form of hills/de areas, desert washes, project trails, pocket parks and drainage basins for an overall Open Space total of approximately 160.4 acres or 25.3% of the site.

Board of Supervisor's Approval: All calculations are approximate.

Date: October/2002
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Scale: 1" = 200'



prepared for:
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SCOTTSDALE, ARIZONA 85251
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prepared by:

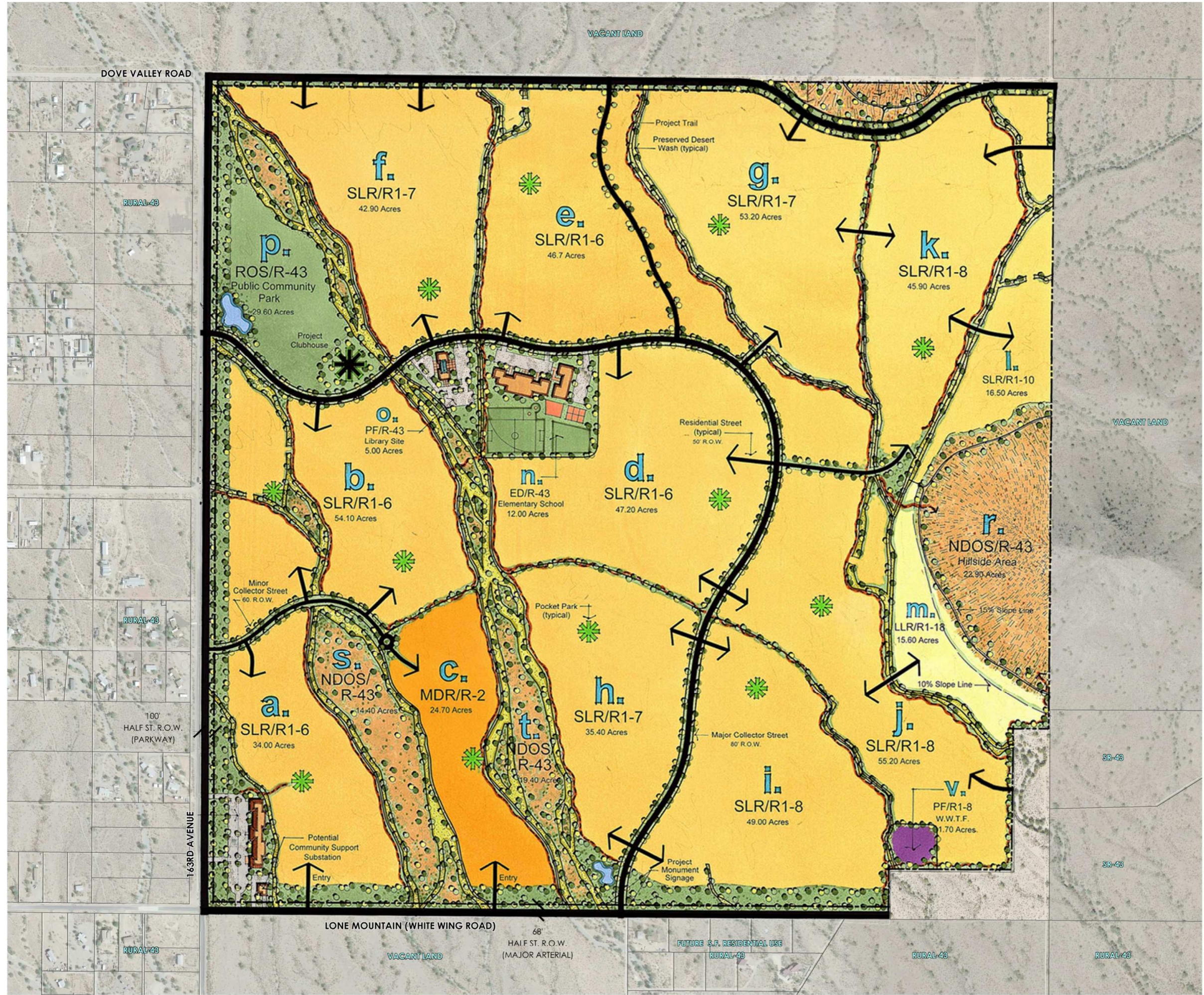


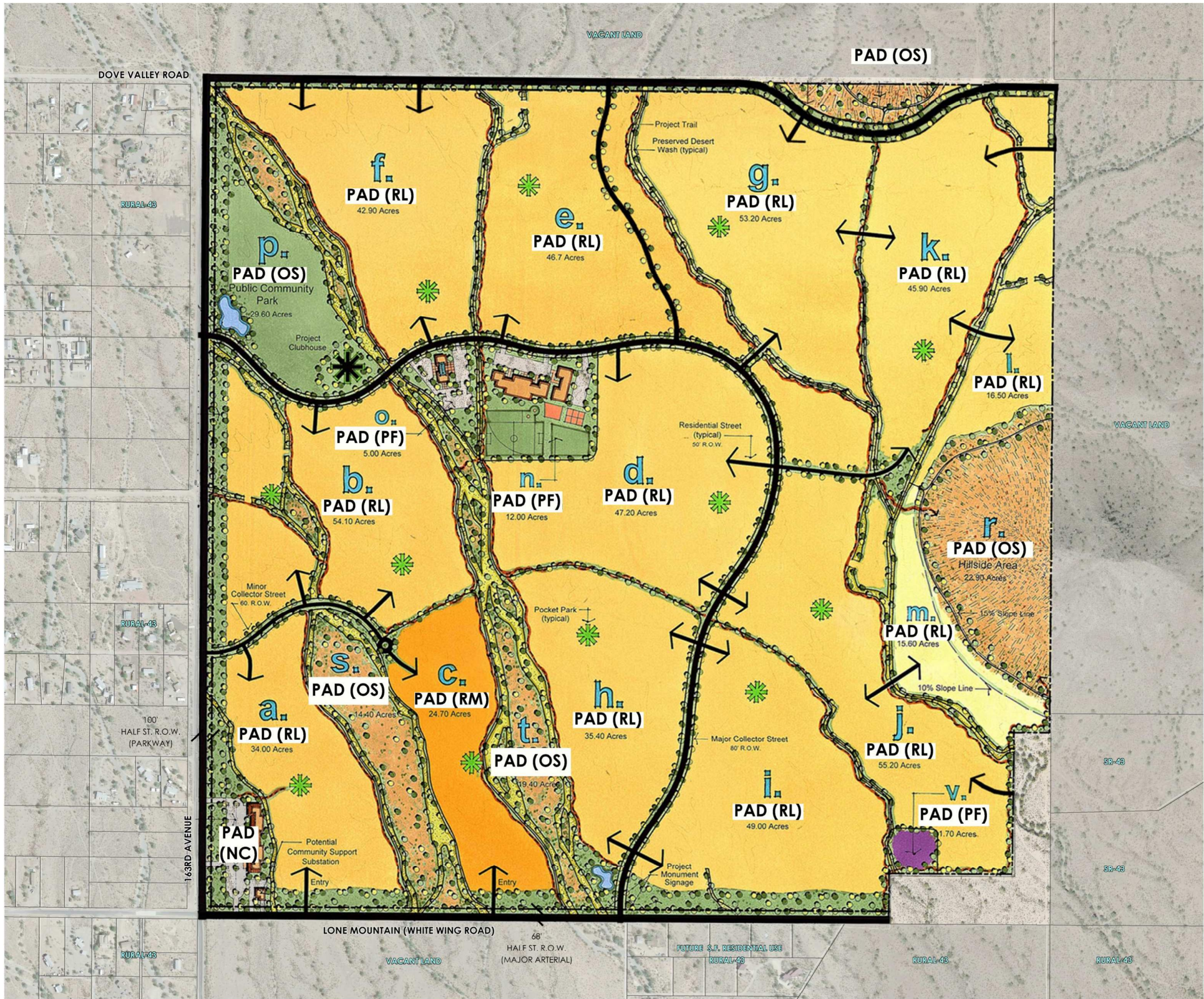
Drifting Sands Design

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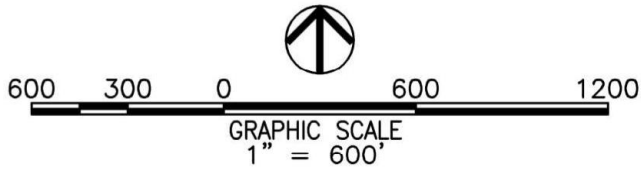


MARISOL RANCH

Figure 5b
Equivalent Land Use Master Plan

Parcel #	Gross Parcel Area	Zoning District	Lot Yield	Gross Parcel Density
A	34	PAD (RL)	115	3.38
B	54.1	PAD (RL)	177	3.27
C	24.7	PAD (RM)	207	8.38
D	47.2	PAD (RL)	218	4.62
E	46.7	PAD (RL)	200	4.28
F	42.9	PAD (RL)	151	3.52
G	53.2	PAD (RL)	182	3.42
H	35.4	PAD (RL)	129	3.64
I	49	PAD (RL)	152	3.1
J	55.2	PAD (RL)	154	2.79
K	45.9	PAD (RL)	139	3.03
L	16.5	PAD (RL)	36	2.18
M	15.6	PAD (RL)	22	1.41
N	12.0	PAD (PF)	-	-
O	5.0	PAD (PF)	-	-
P	29.6	PAD (OS)	-	-
Q	1.4	PAD (OS)	-	-
R	22.9	PAD (OS)	-	-
S	14.4	PAD (OS)	-	-
T	19.4	PAD (OS)	-	-
U	7.2	PAD (NC)	-	-
V	1.7	PAD (PF)	-	-
Totals	634.03		1882	2.97

NOTE: NET ACREAGE EXCLUDES STREET R.O.W. & FLOODWAY (EXCEPT FOR PARKS)
NEIGHBORHOOD POCKET PARK
Subject to engineering and City review and approval.



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Date. 11/30/18 Project No. 1793





City Council

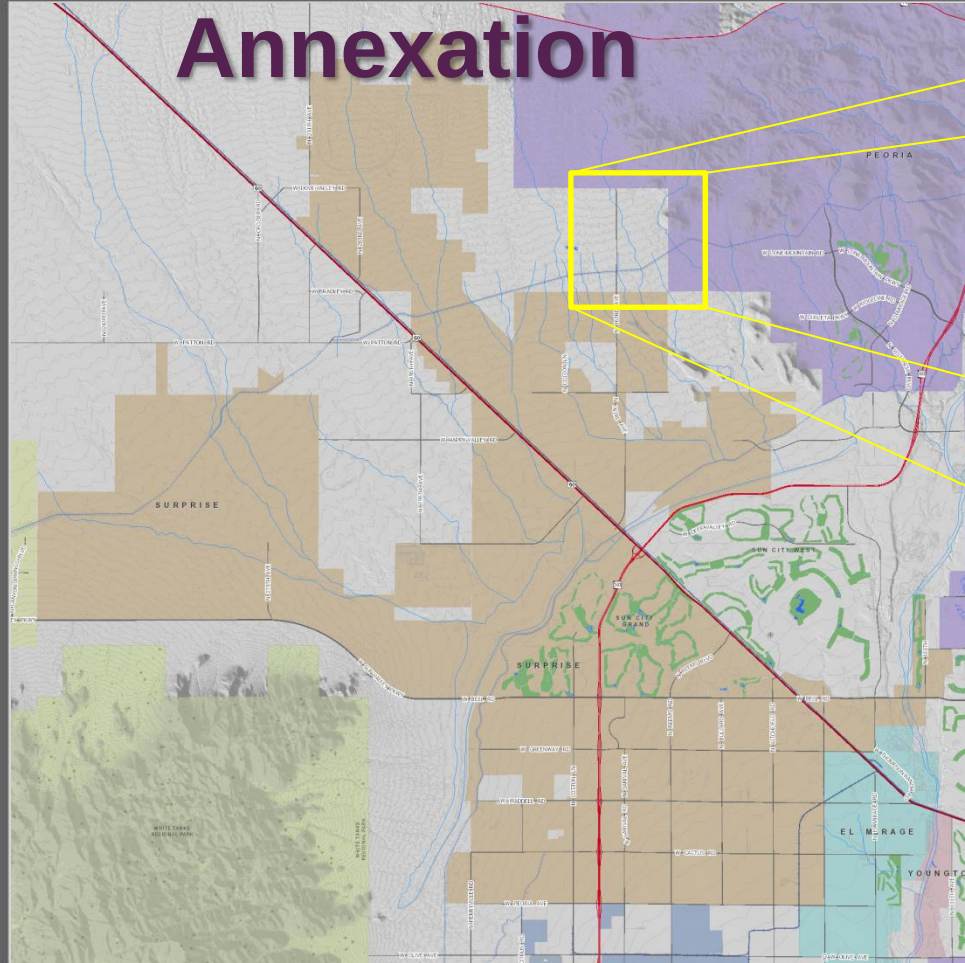
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FS18-417

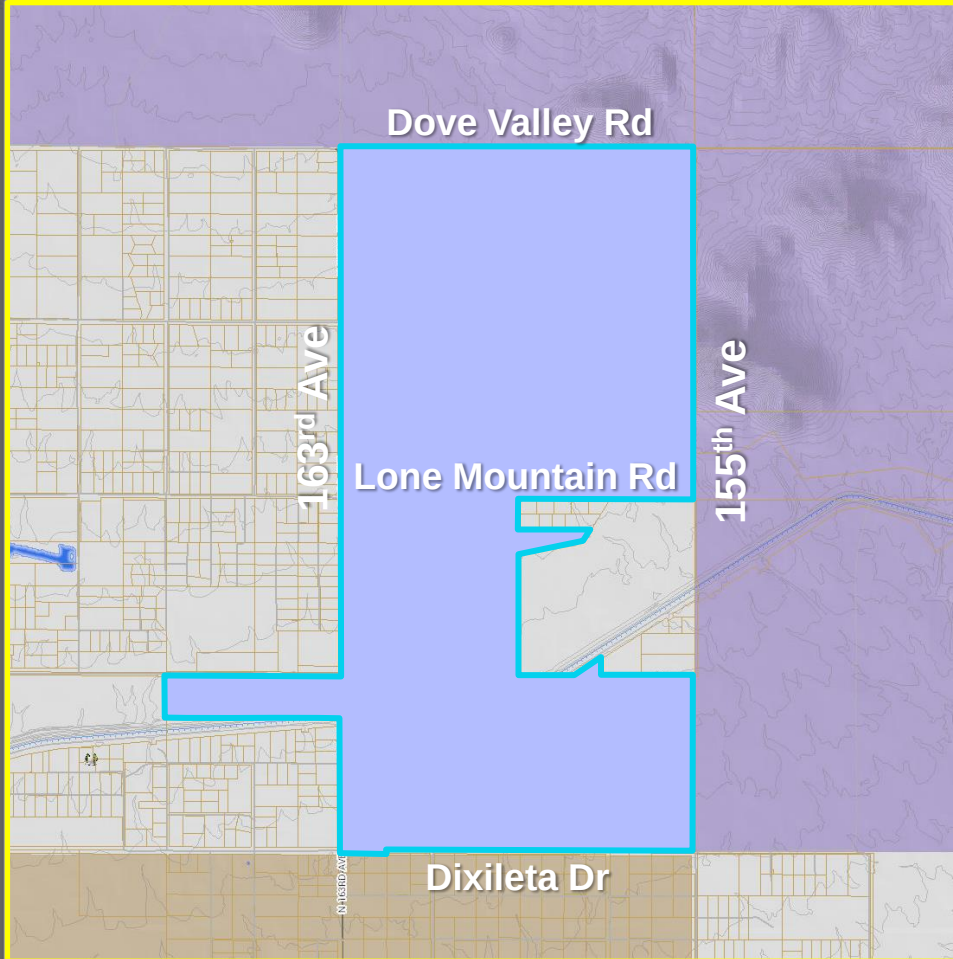
**Marisol Ranch Annexation
Blank Petition Public Hearing**

Annexation



- Existing Maricopa County Limits
- Existing Surprise Incorporated Limits
- Existing Peoria Incorporated Limits
- Marisol Ranch Annexation Boundary

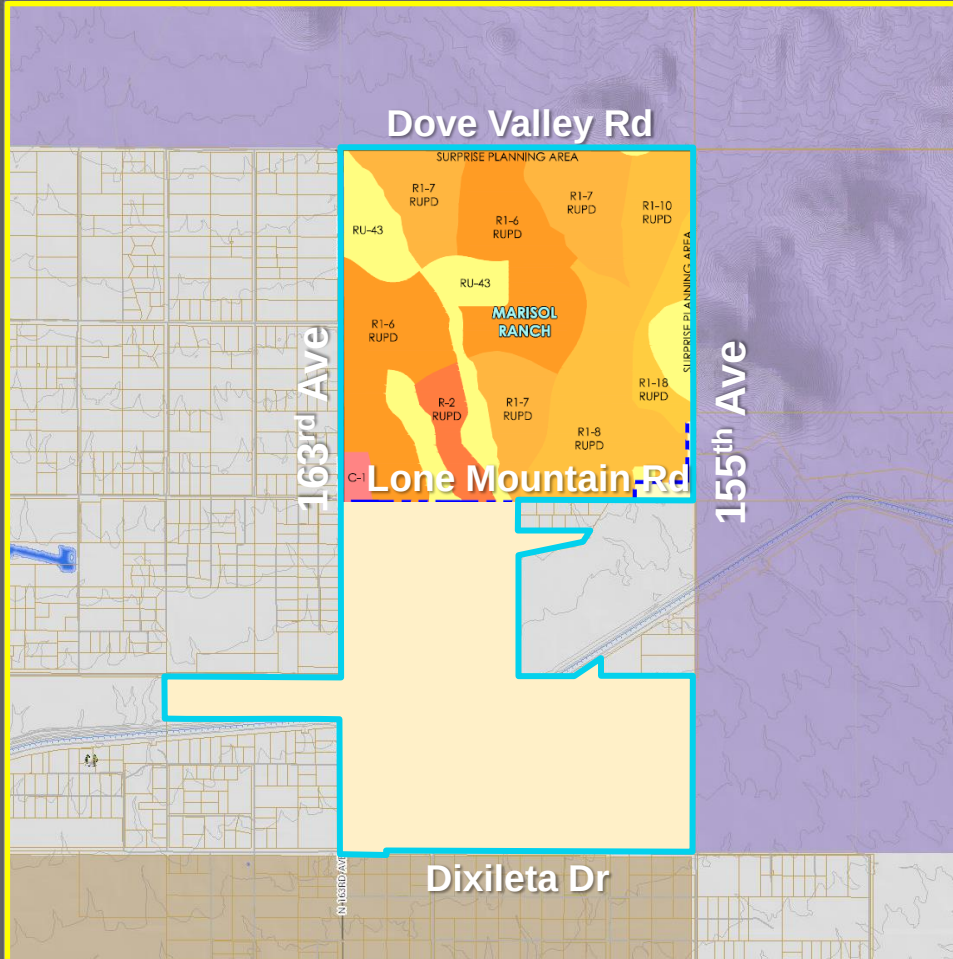
Annexation



-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary

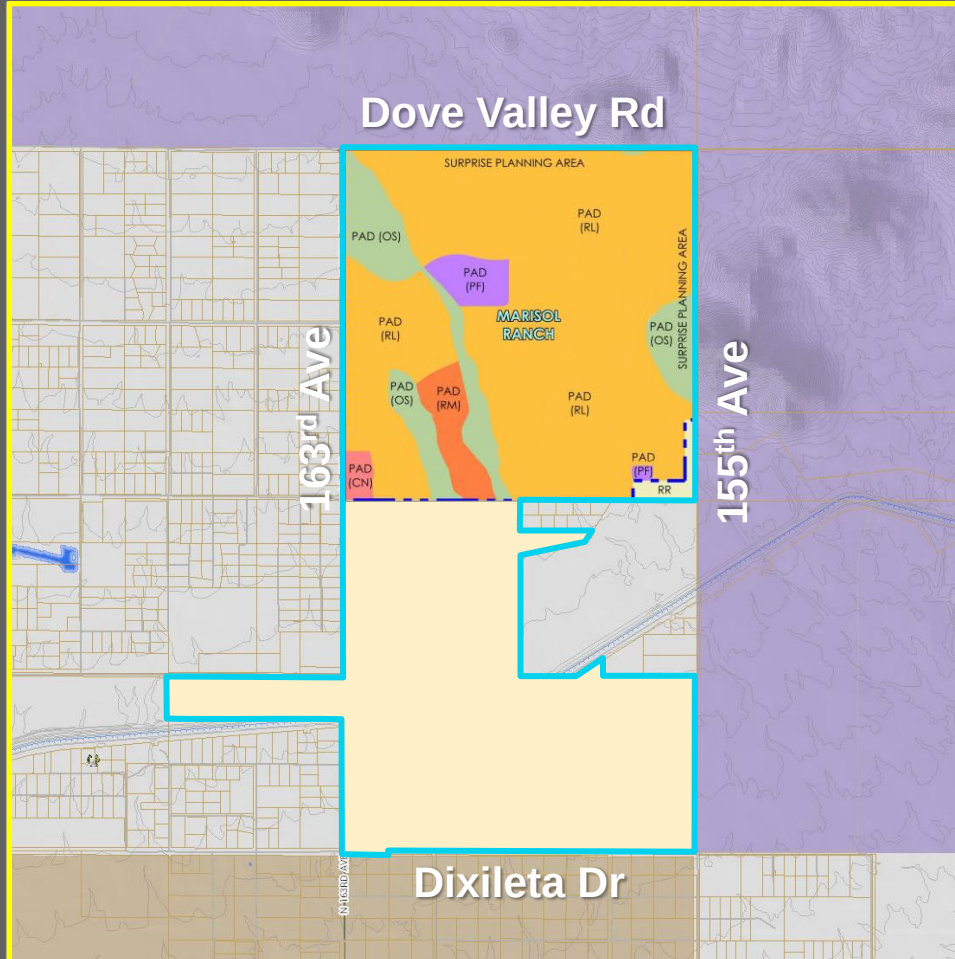


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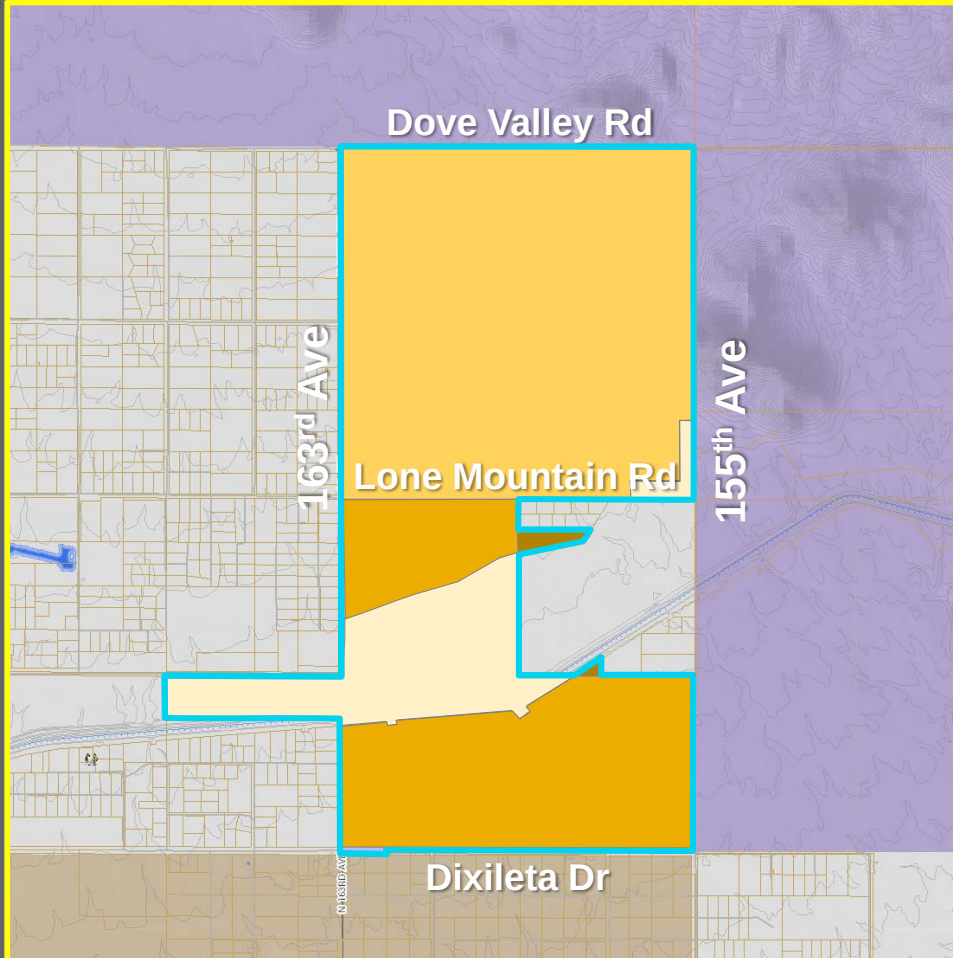
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- Existing Surprise Incorporated Limits
- Existing Peoria Incorporated Limits
- Marisol Ranch Annexation Boundary
- Marisol Ranch Maricopa County Zoning
 - R1-18, R1-10, R1-8, R1-7, R1-6, and R-2 that all include RUPD and PAD Overlays.
 - C-1 PD and PAD Overlays
- RU-43 Maricopa County Zoning

Annexation



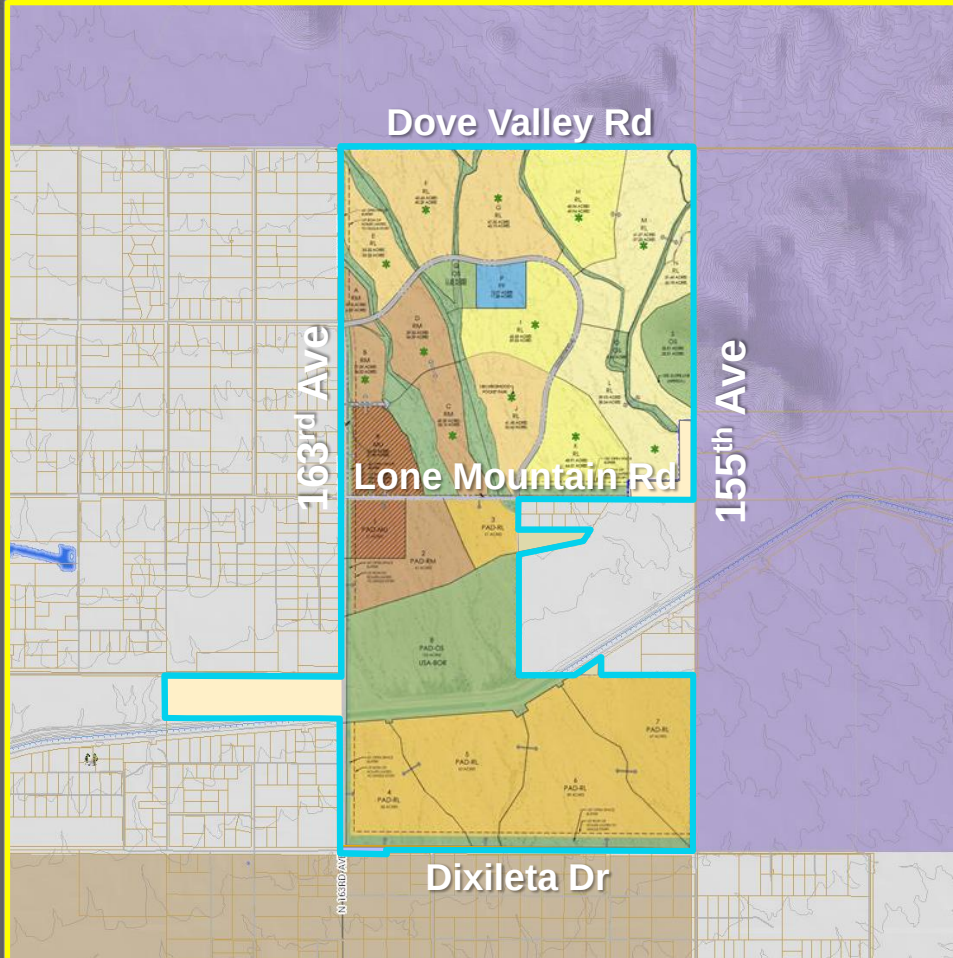
-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary
-  Surprise Marisol Ranch PAD Zoning
 - RL and RM
 - OS
 - CN
-  Surprise RR Zoning

Annexation



- Existing Maricopa County Limits
- Existing Surprise Incorporated Limits
- Existing Peoria Incorporated Limits
- Marisol Ranch Annexation Boundary
- Marisol Ranch Development Agreement
- ASLD Development Agreement
- Federal BOR Land
- Private Land

Concurrent Cases



-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary
-  Surprise Marisol Ranch Rezoning
 - RL and RM
 - OS
 - MU
-  Surprise Lone Mountain Ranch Rezoning
 - RL and RM
 - OS
 - MU

Next Steps

Resolution for the Intent to Annex - Completed

- City Council – December 4, 2018
- Reach out to County Assessor and Dept of Revenue

File Blank Petition: Between May 10

- Begins 30-day waiting period;

Public Hearing: June 4

- City council has public hearing to discuss the annexation proposal
- No action taken at this meeting

Public Hearing: June 6

- Planning and Zoning Commission recommendation on concurrent rezoning cases

Waiting Period Ends: Between June 11

- Applicant obtains signatures, submits signed petition to City

Public Hearing: June 18

- City Council action on annexation ordinance and concurrent rezoning cases

Concurrent Cases

Planning and Zoning Commission (June 6, 2019), City Council (June 18, 2019)

➤ **FS18-557 Marisol Ranch Rezoning:**

- ✓ Rezoning to remove waste water treatment facility
- ✓ Request an additional 388 dwelling units
- ✓ Amend the development parcels (quantity and layout)

➤ **FS18-459 Lone Mountain Ranch Rezoning:**

- ✓ Rezone from RR to Surprise PAD (including RR, RM, RH, and CC)



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

RE: Marisol Ranch / Lone Mountain Ranch

DATE: May 22, 2019

At the request of Mayor Skip Hall, the Surprise Community Development Department, with input from various other city departments, prepared this document in an effort to address specific concerns as they relate to the Marisol Ranch and Lone Mountain Ranch project as follows:

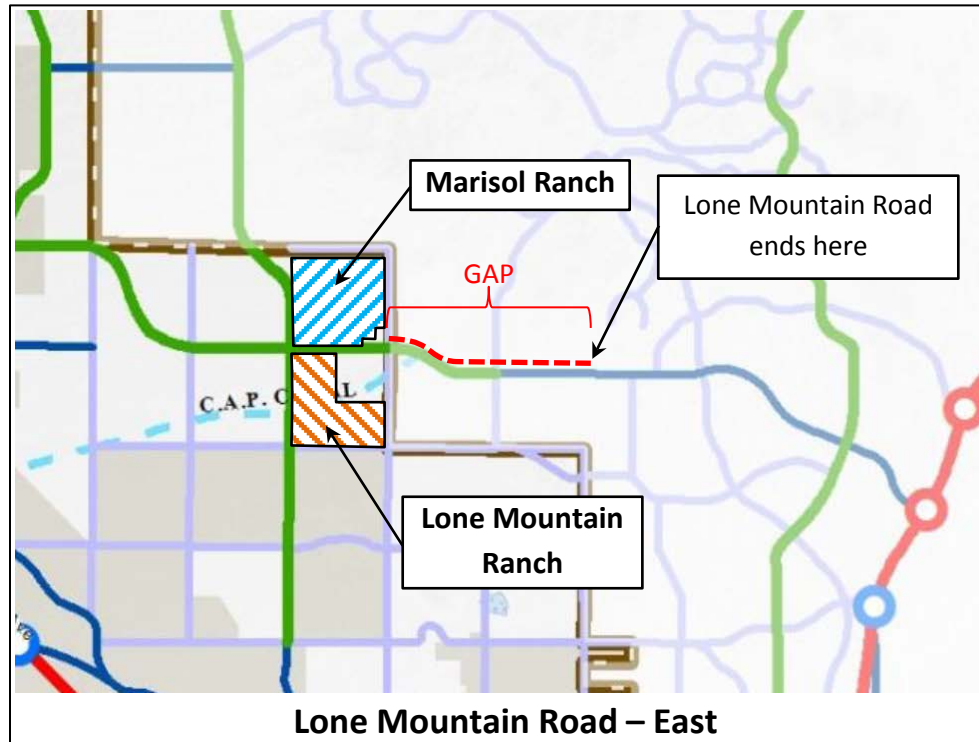
- **Regional Transportation**
- **Water Service**
- **Regional and Localized Flooding**
- **Flooding Specific to Pat Tillman**
- **Wildlife Habitat**
- **Crime**

Regional Transportation:

The Transportation Element of the Surprise General Plan 2035 discusses transportation relative to the city's planning area. The following image, taken from the General Plan 2035 Roadway Functional Classification Plan shows the future roadway network for the northern region of the Surprise planning area and was annotated to show the general locations of the Marisol Ranch and Lone Mountain Ranch projects.

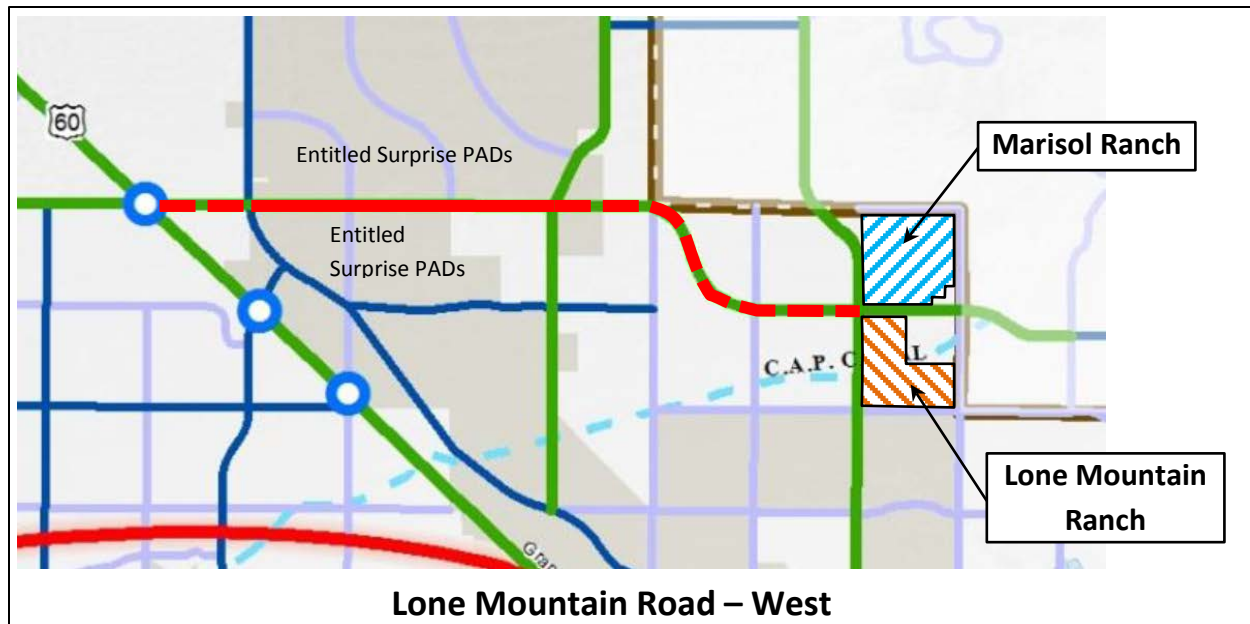


Lone Mountain Road currently terminates within the Vistancia area of the City of Peoria, approximately two (2) miles to the east of the eastern boundary of the two projects in question. This missing segment of Lone Mountain Road will likely be extended from Vistancia to the west incrementally as the Vistancia development progresses.



Ultimately, Lone Mountain Road will extend in a westerly direction from 163rd Avenue for approximately one (1) mile then will sweep to the north to the Dove Valley Road alignment, through or adjacent to the future Grand Vista, Cielo Crossing, and Sun Haven Ranch developments, then to Grand Avenue.

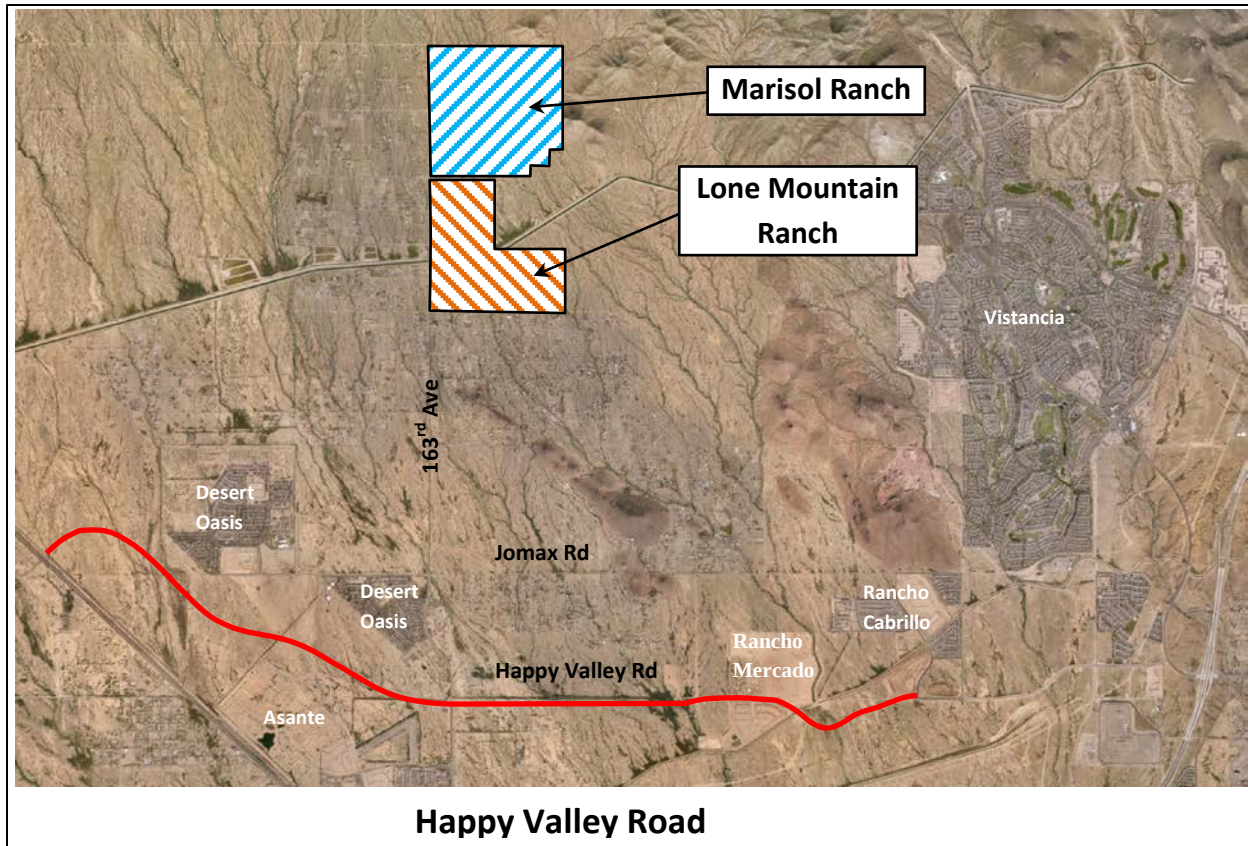
[See image on following page.]



Happy Valley Road

Happy Valley Road will also provide east/west connectivity in the area. William Lyon Homes, the developer of Rancho Mercado, is responsible for making full improvements to Happy Valley Road within the Rancho Mercado development. This developer is also responsible for constructing the segment of Happy Valley Road from the western boundary of the Rancho Mercado development to 163rd Avenue. The improvements along this segment will consist of one (1) lane in each direction. William Lyon Homes is also working with Maricopa County to construct the segment of Happy Valley Road from the eastern boundary of Rancho Mercado to the existing Happy Valley Road located within Rancho Cabrillo to the east. Staff is also exploring the idea of sweeping the Happy Valley Road alignment in a northerly direction west of 163rd Avenue to connect with Jomax Road, then out to Grand Avenue, although the timing of that connection is not known as it is largely market driven.

[See image on following page.]



163rd Avenue

The General Plan shows 163rd Avenue as a Major Arterial from U.S. 60 to Jomax Road, which will have an ultimate cross-section similar to that discussed for Lone Mountain Road, but within a narrower right-of-way. The roadway is improved from the U.S. 60 intersection north to Jomax Road, with half-street improvements having been completed for much of this segment. The developers of the adjacent properties will complete the remainder of the half-street improvements as these developments occur.

Extending northerly from Jomax Road to Dixileta Road alignment, 163rd Avenue currently exists as a two-lane paved roadway. The General Plan shows this segment as a Parkway with a cross-section consistent with that discussed above for Lone Mountain Road. There are no plans in place to improve this segment of roadway at this time.

The Lone Mountain Ranch project extends from the Dixileta Road alignment to Lone Mountain Road, while Marisol Ranch extends from Lone Mountain Road to the Dove Valley Road alignment. Per the recently approved Pre-Annexation Development Agreements, the developers of the Marisol Ranch property must make half-width improvements to 163rd Avenue adjacent to both projects prior to the

first Certificate of Occupancy for either project. There are no plans to improve the west half of this segment of 163rd Avenue at this time.



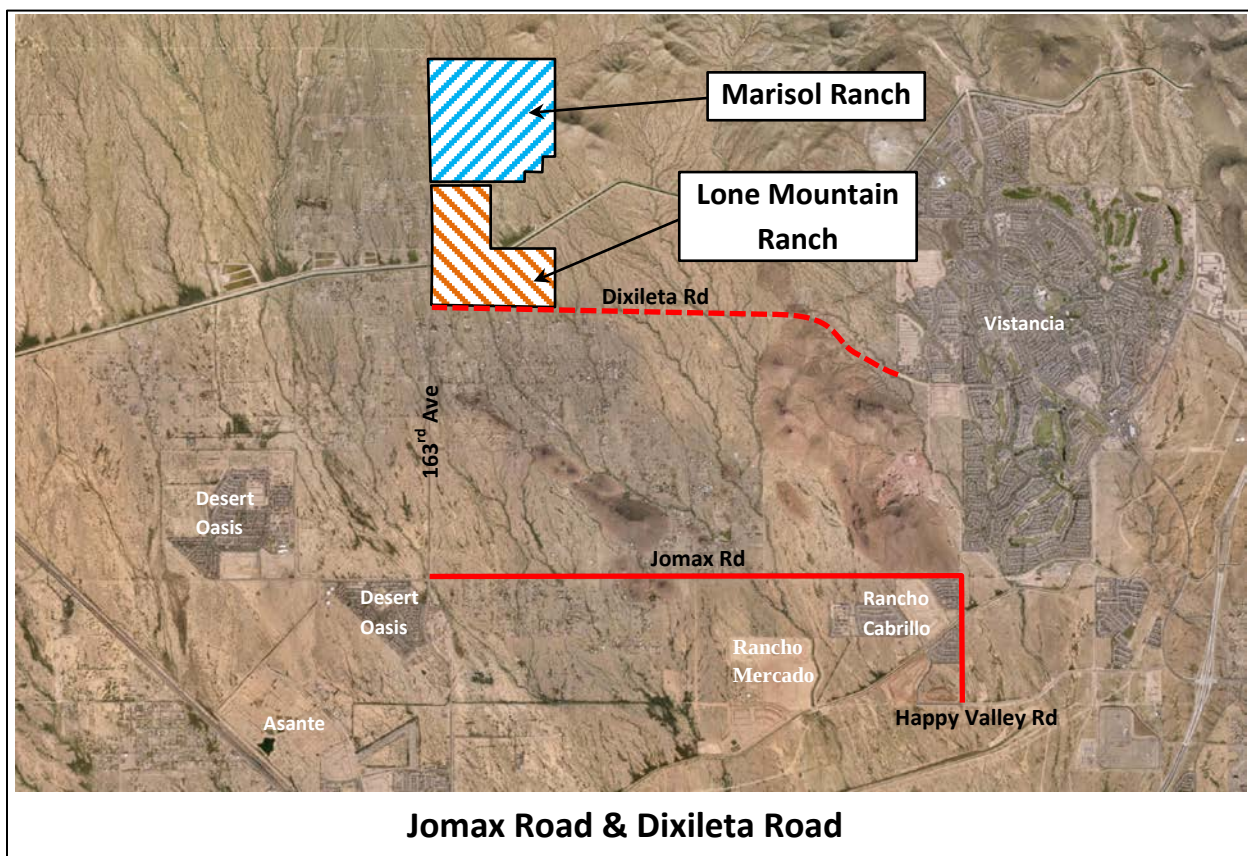
163rd Avenue Traffic Counts

The following chart represents the change in traffic counts at the intersections of 163rd Avenue and U.S. 60, and 163rd Avenue and Jomax Road, from 2016 through 2019.

Count Year	Intersection	Average Trips per Day	Percent Change
2016	US60	9,900	
2017	US60	11,000	11%
2018	US60	11,500	5%
2019	US60	14,000	22%
2016	Jomax	4,000	
2017	Jomax	5,700	43%
2018	Jomax	6,100	7%
2019	Jomax	7,000	15%

Jomax Road and Dixileta Road

Additional east/west connectivity currently exists at Jomax Road, which extends easterly from 163rd Avenue into Peoria and terminates at Dysart Road. Dysart Road then connects to Happy Valley Road, which in turn connects to the Loop 303. Other east/west connectivity will occur via Dixileta Road although the timing of this connection is unknown at this time as it is largely market driven. Staff notes that the City of Peoria is currently updating their General Plan and Surprise staff is meeting with Peoria to ensure the regional connectivity plans remain intact.

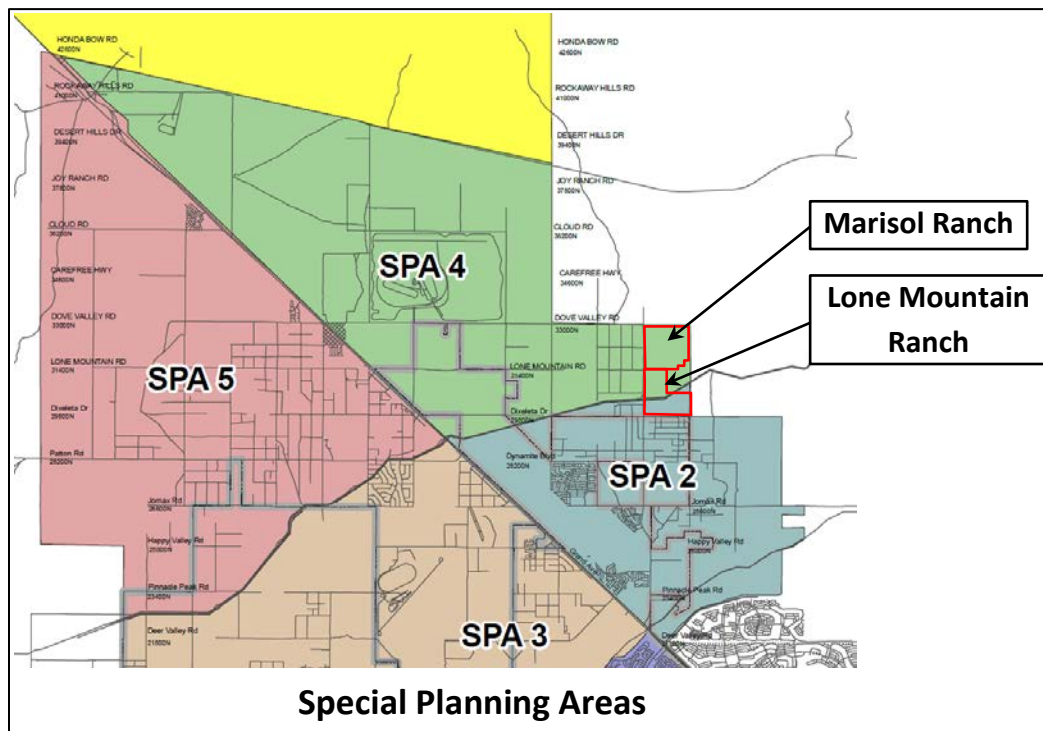


Water Service

Regardless of whether the Marisol Ranch and Lone Mountain Ranch projects develop in the City or in unincorporated Maricopa County, the developments will be required to demonstrate that they meet all water resource requirements established by the Arizona Department of Water Resources (ADWR). In all likelihood, the source of the water to supply these developments will be groundwater, requiring drinking water wells to be drilled.

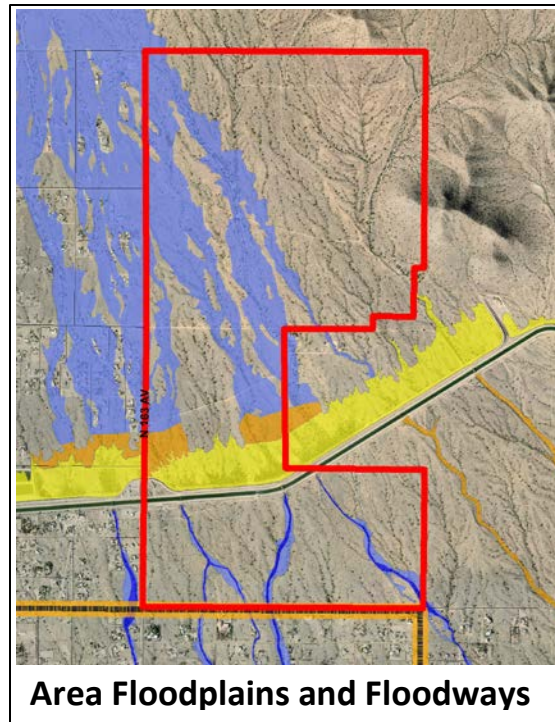
Each development will be required to drill enough wells to meet their needs. Before new wells can be drilled, significant analysis of each potential well location must be performed. Each proposed well site will have to determine its impacts to the aquifer, including impacts to existing wells in the area. Per ADWR, newly drilled wells CANNOT lower existing well water levels by more than ten (10) feet over a five (5) year period. All existing wells located within the potential impact radius of a new well will be studied and the owners of existing wells within that radius will be notified if a new well is to be drilled.

With both of these developments located in Surprise's future water service area, new wells could be located anywhere within the City's Special Planning Area (SPA) 2 or SPA 4 service areas. Proposed wells will be required to meet certain City requirements, governing quantity of wells, well depth, and production capacity, which are above and beyond those imposed by ADWR.



Regional and Localized Flooding

The following image depicts the various Flood Plains and Floodways as delineated by the Federal Emergency Management Agency (FEMA) that are present on the subject properties and beyond. For ease of reference, the boundary of the Marisol Ranch and Lone Mountain Ranch projects are shown in red. The light blue ribbons represent certain flood plains, while the dark blue ribbons represent floodways. The areas shown in orange and yellow, located adjacent to the CAP Canal, represent ponding that occurs as a result of the canal and associated berm.

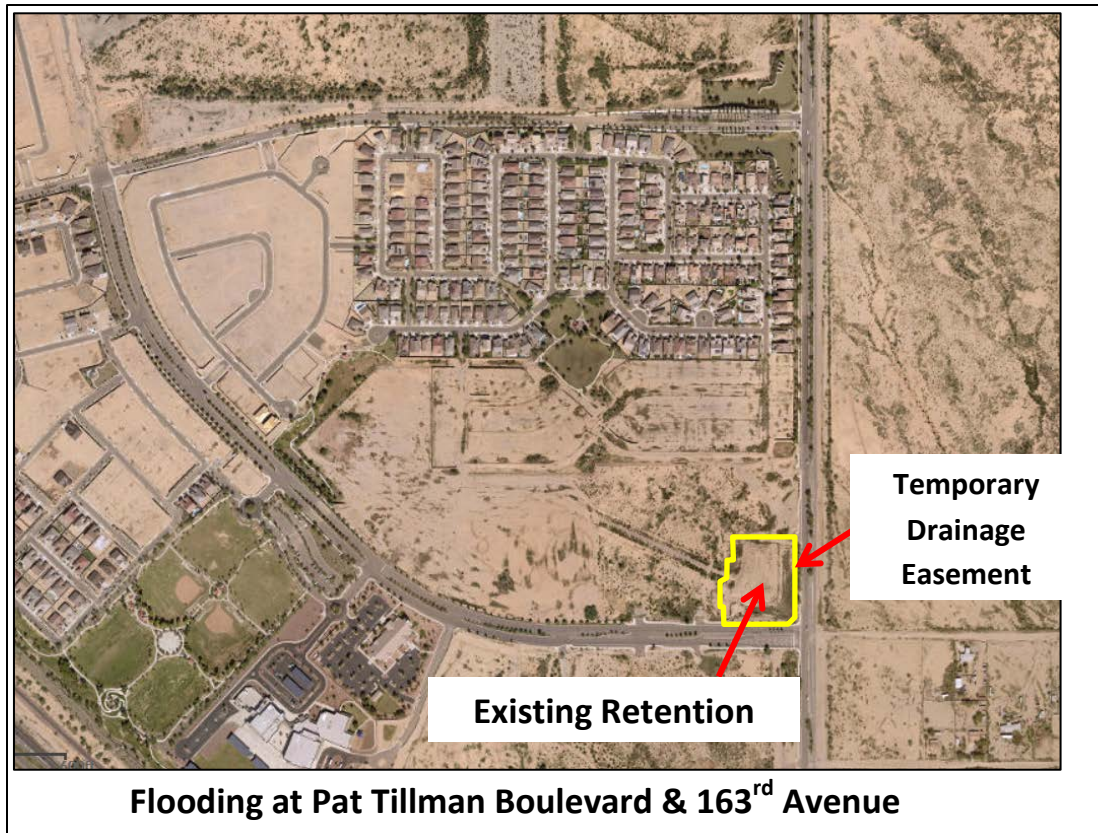


The Flood Control District of Maricopa County (FCDMC) is the Flood Plain Administrator for the City of Surprise. The regulations surrounding the development of property within a flood plain or flood way require that storm water enter and leave the property in its historical manner, which generally means the same volume, velocity and location both entering and leaving the site. As part of the development process, a developer may seek to modify the limits of a Floodplain and/or Floodway, provided there are no adverse impacts either upstream or downstream of the site. This is typically analyzed during the Preliminary Plat phase of site development, with final designs analyzed at Final Plat.

Flooding Specific to Pat Tillman Boulevard at 163rd Avenue

This has been an ongoing problem. In 2011, the City of Surprise obtained a temporary drainage easement at the northwest corner of 163rd Avenue and Pat Tillman Boulevard and the increased in size of the associated retention basin at that corner. Additional inlet structures are planned within the next 6 months to help facilitate greater flow of run-off into the basin.

[See image on following page.]

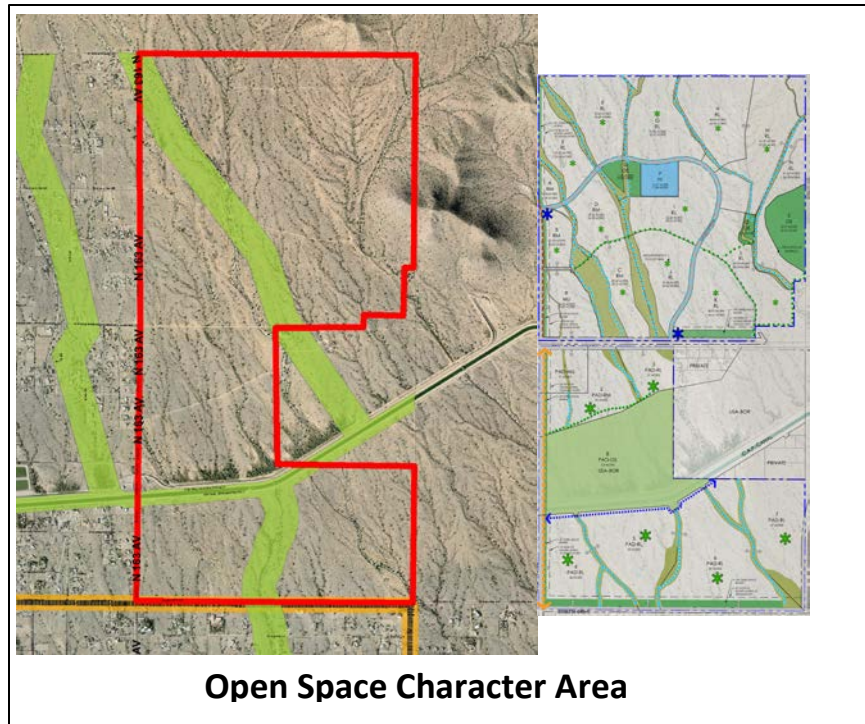


Wildlife Habitat:

The Land Use Element of the Surprise General Plan establishes the Open Space Character Area, which generally consists of narrow ribbons of land associated with various wash corridors, which will provide wildlife linkages in support of the General Plan. The Plan states the width of these ribbons will be refined during the zoning and site design phases of development.

The Marisol Ranch property is bisected with a ribbon leading from the northwest corner to the south-central area of the project. This ribbon continues southward into the Lone Mountain Ranch property, where it terminates off-site at the CAP Canal. The canal itself is identified as being part of this system. All are included in the Recreation and Open Space Plan included in both project narratives. These will be further be defined during the Preliminary Plat phase of development.

[See image on following page.]



The Conservation Element of the Surprise General Plan includes several policies that are meant to foster environmentally responsible development:

- Policy 1.2 discourages mass grading of large parcels to prevent environmental damage.
 - o While these developments will likely be mass graded, the extent of that grading is determined at Preliminary Plat, at which time steps will be taken to preserve wash corridors and other natural features.
- Policy 1.3 encourages washes with 100-year flows of 250 cfs and greater be preserved in their undisturbed condition.
 - o The flow rates for the various washes will be determined at the Preliminary Plat phase. Steps will be taken during that phase to ensure these washes are preserved.
- Policy 2.2 encourages nighttime lighting to be kept at a minimum to maintain dark skies.
 - o The City typically seeks the creation of a Street Light Improvement District (SLID) for all new development; however, staff could consider taking a more “dark sky” approach for these developments.

- Policy 2.3 encourages the preservation of the scenic quality and vista of all mountain ranges in the City.
 - o Steps will be taken during the Preliminary Plat phase to ensure that view corridors remain intact to the greatest extent possible.
- Policy 2.6 seeks to establish design standards to ensure retention of ridgelines and prominent hillsides.
 - o The Marisol Ranch property contains hillside slopes in excess of 15%. The PAD limits development to slopes less than 15%.

The Surprise Unified Development Code also requires the completion of an Ecological Characterization Study. This level of analysis is more appropriate for the Preliminary Plat stage of development. Staff will require this Study, as well as a Native Plan Inventory and Salvage Plan, be submitted as part of the Preliminary Plat application package.

Crime:

The Surprise Police Department analyzed Uniform Crime Reporting (UCR) data in the Asante and Desert Oasis communities relative to the larger city. The results of that analysis are summarized below:

Asante

There are approximately 363 homes in the Asante Community, which accounts for approximately 0.63% of all single family residences in Surprise.

Violent Crimes

In the past year there was one (1) Part 1 UCR violent crime in Asante compared to 109 such events citywide, as summarized below.

- One (1) aggravated assault - student brought a knife to school and threatened a teacher with it, occurred at the Desert Choice School

Asante accounts for approximately 0.92% of all part 1 UCR violent crimes in the city.

Property Crimes

Also in the past year, there were ten (10) Part 1 UCR property crimes in Asante compared to 1,517 events citywide. This city wide number reflects all Part 1 UCR property crimes except thefts attributed to shoplifting.

- Four (4) were thefts
- Four (4) were thefts from motor vehicles
- Two (2) were stolen vehicles

Asante accounts for approximately 0.66% of all Part 1 UCR property crimes in the city, excluding thefts attributed to shoplifting.

Other crimes

Drug Related Activity

There were four (4) reports of drug related activity in the past year compared to 431 reports citywide:

- Two (2) reported at Sun Down Mountain Alternative School

Including the two incidents at Sun Down Mountain Alternative School, Asante accounts for approximately 0.93% of all drug related activity reports in the city.

Excluding the two incidents at Sun Down Mountain Alternative School, Asante accounts for approximately 0.46% of all drug related activity reports in the city.

Criminal Damage

There were also four (4) reports of criminal damage compared to 610 reports citywide:

- Asante accounts for approximately 0.66% of all criminal damage reports in the city.

Graffiti

There were two (2) reports of graffiti compared to 127 reports citywide:

- Asante accounts for approximately 1.57% of all criminal damage reports in the city.

Simple Assaults

There were six (6) reports of simple assaults compared to 580 reports citywide:

- Five (5) of the incidents occurred at the Desert Choice School

- The remaining incident was a domestic violence related assault
- Including the incidents at Desert Choice School, Asante accounts for approximately 1.03% of all simple assault reports in the city
- Excluding the incidents at Desert Choice School, Asante accounts for approximately 0.17% of all simple assault reports in the city

Calls for Service

In the past year there were 224 calls for service in Asante while there were 38,267 city wide. Asante accounts for approximately 0.59% of all calls for service in the city.

Desert Oasis

There are approximately 1,301 homes in the Desert Oasis Community, which accounts for approximately 2.25% of all single family residences in Surprise.

Violent Crimes

In the past year there were a total of 2 Part 1 UCR violent crimes in Desert Oasis compared to 109 citywide, as summarized below:

- One (1) incident of attempted sexual assault - Female teenager was touched inappropriately over the clothes by a male that she goes to school with.
- One (1) aggravated assault - Domestic violence incident where an ex-boyfriend pointed a gun at a woman and threatened her with it
- Desert Oasis accounts for approximately 1.83% of all part 1 UCR violent crimes in the city

Property Crimes

In the past year there were a total of twelve (12) Part 1 UCR property crimes in Desert Oasis compared to 1,517 citywide. This city wide number reflects all Part 1 UCR property crimes except thefts attributed to shoplifting.

- Two (2) were home burglaries involving homes under construction
- Five (5) were thefts
- Four (4) were thefts from motor vehicles
- One (1) was a stolen vehicle
- Desert Oasis accounts for approximately 0.79% of all Part 1 UCR property crimes in the city.

Other crimes

Drug Related Activity

There was one (1) report of drug related activity in Desert Oasis compared to 431 reports citywide, which accounts for approximately 0.23% of all drug related activity reports in the city.

There were also fifteen (15) reports of criminal damage in Desert Oasis compared to 610 reports citywide, which accounts for approximately 2.46% of all criminal damage reports in the city.

Graffiti

There were five (5) reports of graffiti in Desert Oasis compared to 127 reports citywide, which accounts for approximately 3.94% of all graffiti reports in the city.

Simple Assaults

There were two (2) reports of simple assaults compared to 580 reports citywide, which accounts for approximately 0.34% of all simple assault reports in the city.

Calls for Service

In the past year there were 553 calls for service in Desert Oasis while there were 38,267 city wide, which accounts for approximately 1.45% of all calls for service in the city.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action on a Preliminary Plat for Heritage Asante Parcel 5 generally located west of 163rd Avenue and north of Grand Avenue.

Motion:

I move to approve/deny the Preliminary Plat for Heritage Asante Parcel 5 generally located west of 163rd Avenue and north of Grand Avenue.

Background:

On September 26, 2018 Hilgart Wilson, LLC., submitted a request for a Preliminary Plat for Heritage Asante Parcel 5 generally located west of 163rd Avenue and north of Grand Avenue.

Objective Analysis:

This proposed Preliminary Plat will allow for the development of a new residential subdivision of 84 lots on the subject site.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-646 - Heritage Parcel 5 - Staff Report - CC
2. 01 - FS18-646 - Heritage Parcel 5 - Vicinity Map - CC
3. 03 - FS18-646 - Heritage Parcel 5 - Preliminary Plat - CC
4. 04 - FS18-646 - Heritage Parcel 5 - Landscape Plans - CC

Preliminary Plat

REPORT TO THE CITY COUNCIL

Case: FS18-646

Project Name: Heritage Asante Parcel 5

Council District: 1 – ACACIA

Meeting Date: June 4, 2019

Planner: Sergio Angulo

Owner: LCD Asante, LLC.

Applicant: Zach Hilgart with Hilgart Wilson, LLC.

Request: Preliminary Plat for 84 Lots.

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

Site Size: 21.14 Acres

Density: 4 Dwelling Units per Acre

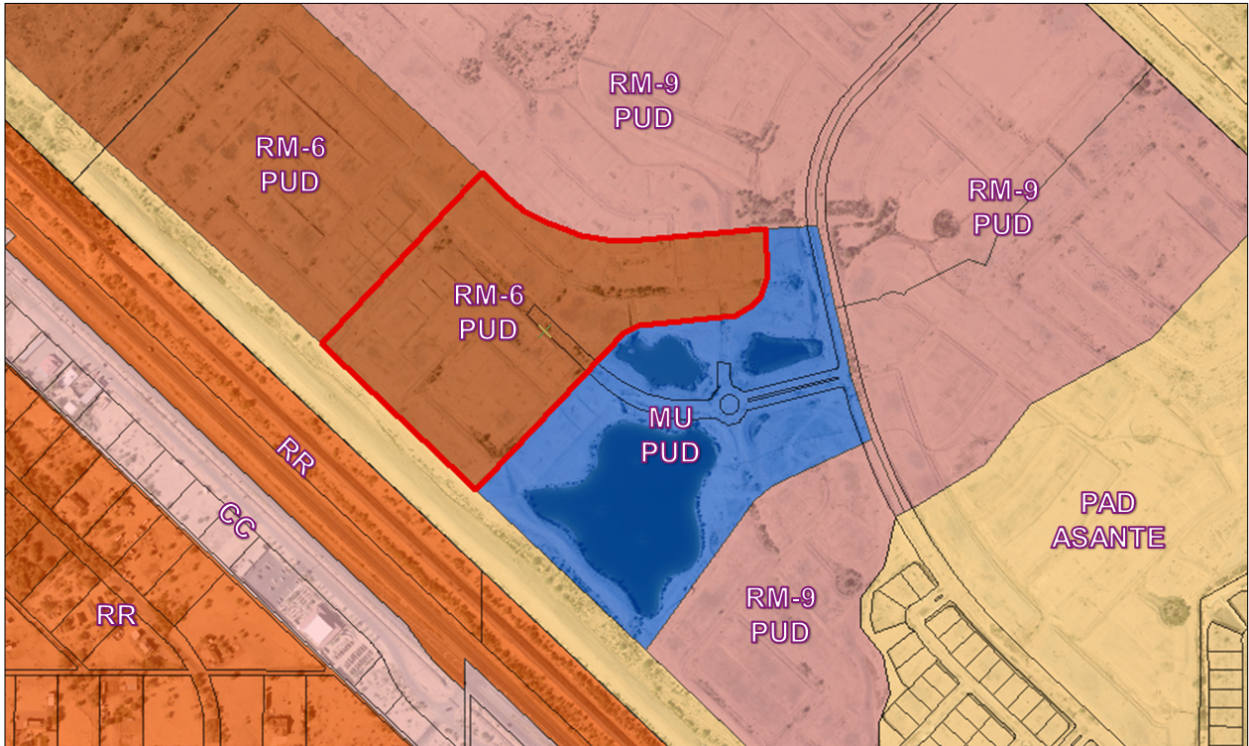
General Plan

Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-646.

Support/Opposition: None known.

Recommendation: On May 2, 2019 the Planning and Zoning Commission recommend approval of the Preliminary Plat, Case FS18-646, to the Mayor and City Council.

33 **Existing Land Zoning:**



RM-9 PUD	RM-9 PUD	RM-9 PUD
RM-6 PUD	RM-6 PUD	Mixed Use PUD
PAD Asante (OS)	PAD Asante (OS)	PAD Asante (OS)

34 **Background:**

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

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

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

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

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

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

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

49 **September 26, 2018:** The applicant filed a related request for a Preliminary Plat under
50 case FS18-646, the subject case.

51 **January 22, 2019:** The Community Development Director approved a Minor Zoning
52 Amendment to the Paradiso Asante PUD to modify certain development standards for the
53 subject site.

54 **April 2, 2019:** The Mayor and City Council approved the Master Plat for Heritage Asante
55 Phase 1.

56 **May 2, 2019:** The Planning and Zoning Commission recommend approval of the
57 Preliminary Plat, Case FS18-646, to the Mayor and City Council.

58 **Project Description:**

59
60 Hilgart Wilson, LLC. on behalf of LCD Asante, LLC., requests approval of a Preliminary Plat
61 to allow for the development of a single-family residential subdivision on approximately
62 21.14 acres in parcel 5 of Heritage Asante, an active adult community generally located
63 west of 163rd Avenue and north of Grand Avenue. The applicant proposes 84 residential
64 lots and landscape tracts for open space and retention.

65
66 The subject property is zoned RM-9 with a PUD Overlay. This development proposes 84
67 single-family detached homes and a total density of 4 dwelling units per acre which is
68 consistent with the approved PUD Overlay. The typical lot size proposed in this subdivision
69 is 58' x 110'. This development dedicates approximately 3.03 acres (14.9%) for open space
70 which includes shaded seating area in Tract C. The multi-use amenity parcel (Parcel 4) is
71 located directly east of the subject parcel. Additional landscape and retention basins also
72 contribute to the total open space.

73
74 The proposed subdivision shows an access points into the site located on the north side
75 from Faye Way. In addition to this access point, the site shows an emergency only access
76 through Tract J on the north side of the project. Access into this community will be restricted
77 with gates at the entrance on Asante Boulevard north of 173rd Avenue. The project
78 proposes good pedestrian connectivity from the residential lots to the open space tracts, to
79 the proposed sidewalks along Faye Way, to the linear park along Grand Avenue and to the
80 multi-use amenity parcel (Parcel 4) to the south.

81
82 This Preliminary application is in conjunction with a related Final Plat application which will
83 be presented to the Mayor and City Council for action on June 4, 2019.

84
85 **Reviewing Agencies:**

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

90 **Summary:**

91
92 The proposed Preliminary Plat meets the requirements of the Asante Paradiso PUD, the
93 Surprise Municipal Code, and the General Plan.

94
95 **Findings:**

- 96
97 • The proposed Preliminary Plat is consistent with the Surprise General Plan 2035
98 • The proposed Preliminary Plat is consistent with the Paradiso Asante PUD as
99 amended under case FS18-422.
100 • The reviewing agencies have indicated no objections to the request

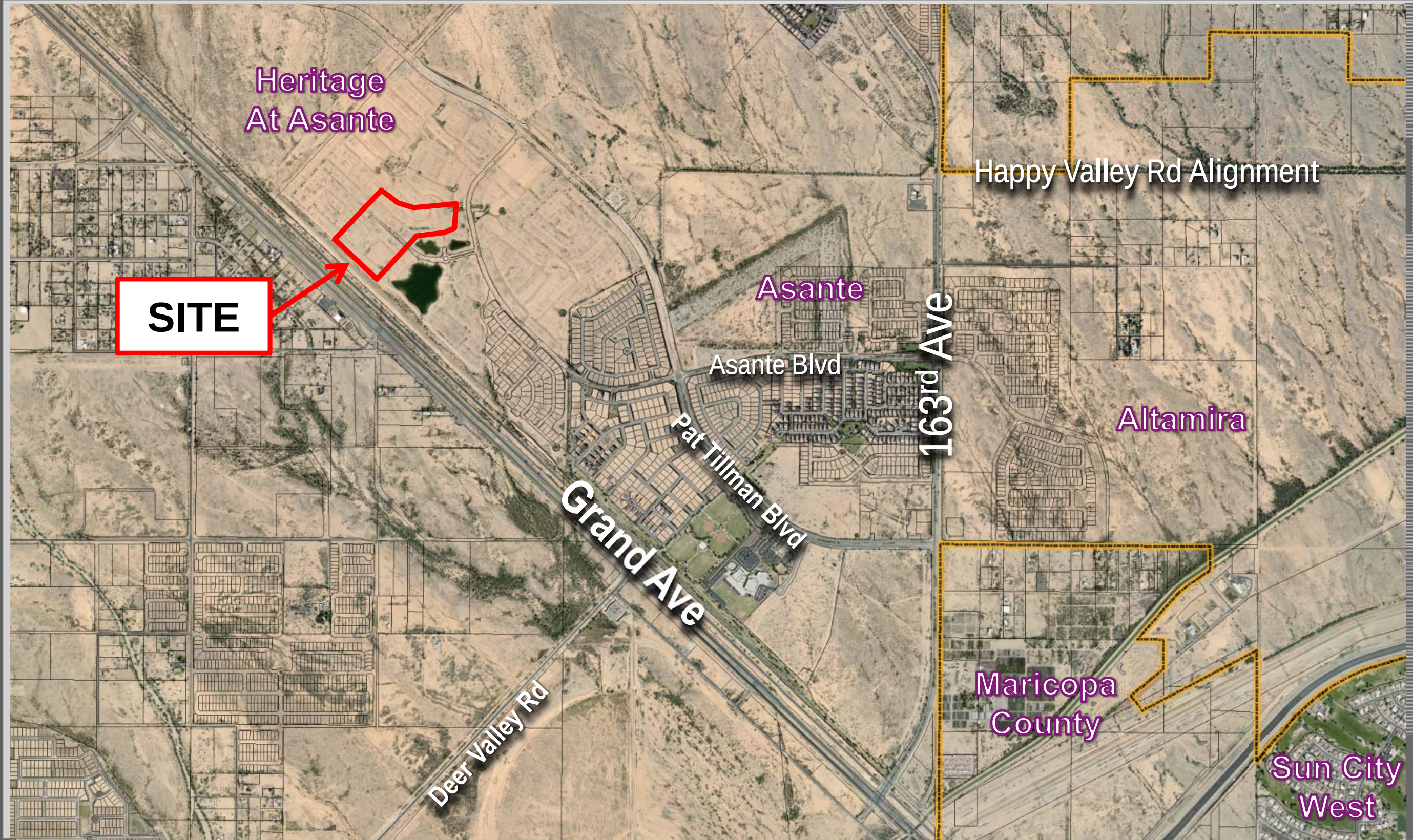
101
102 **Recommendation:**

103
104 On May 2, 2019 the Planning and Zoning Commission recommend **approval** of the
105 Preliminary Plat, Case FS18-646, to the Mayor and City Council.

106
107 However, should the City Council wish to **deny** the request, the City Council should make
108 its own findings and base its decision on those alternative findings.

109
110 **Attachments:**

- 111
112 01 Vicinity Map
113 02 Phase 1 Site Plan
114 03 Preliminary Plat
115 04 Landscape Plans



VICINITY MAP

Copyright 2019, HILGARTWILSON, LLC. - This plan document set is the sole property of HILGARTWILSON, LLC. No alterations to these plans, other than adding "as-built" information, are allowed by anyone other than authorized HILGARTWILSON, LLC employees.

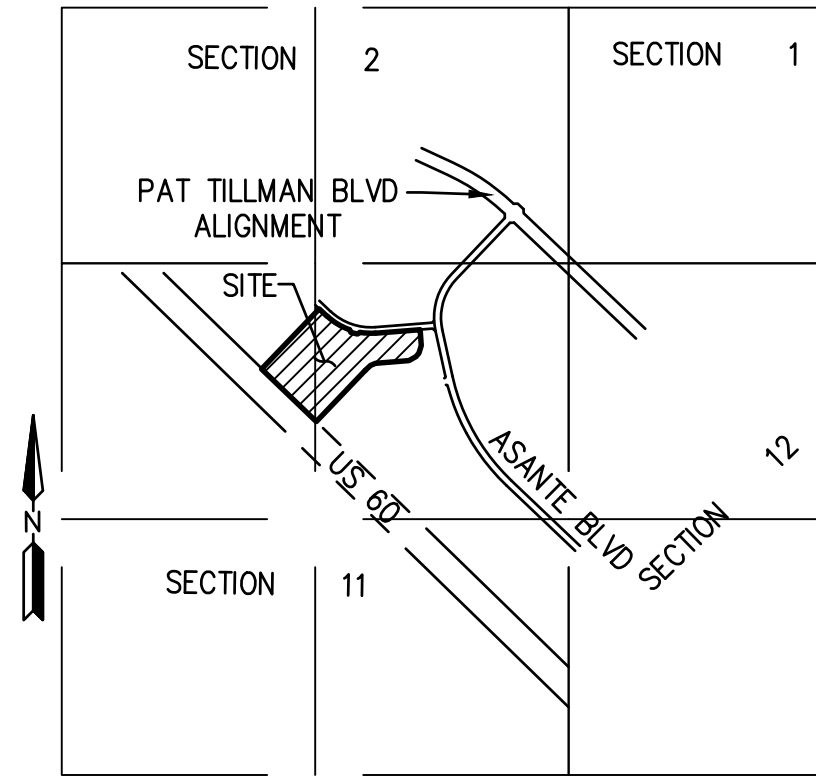
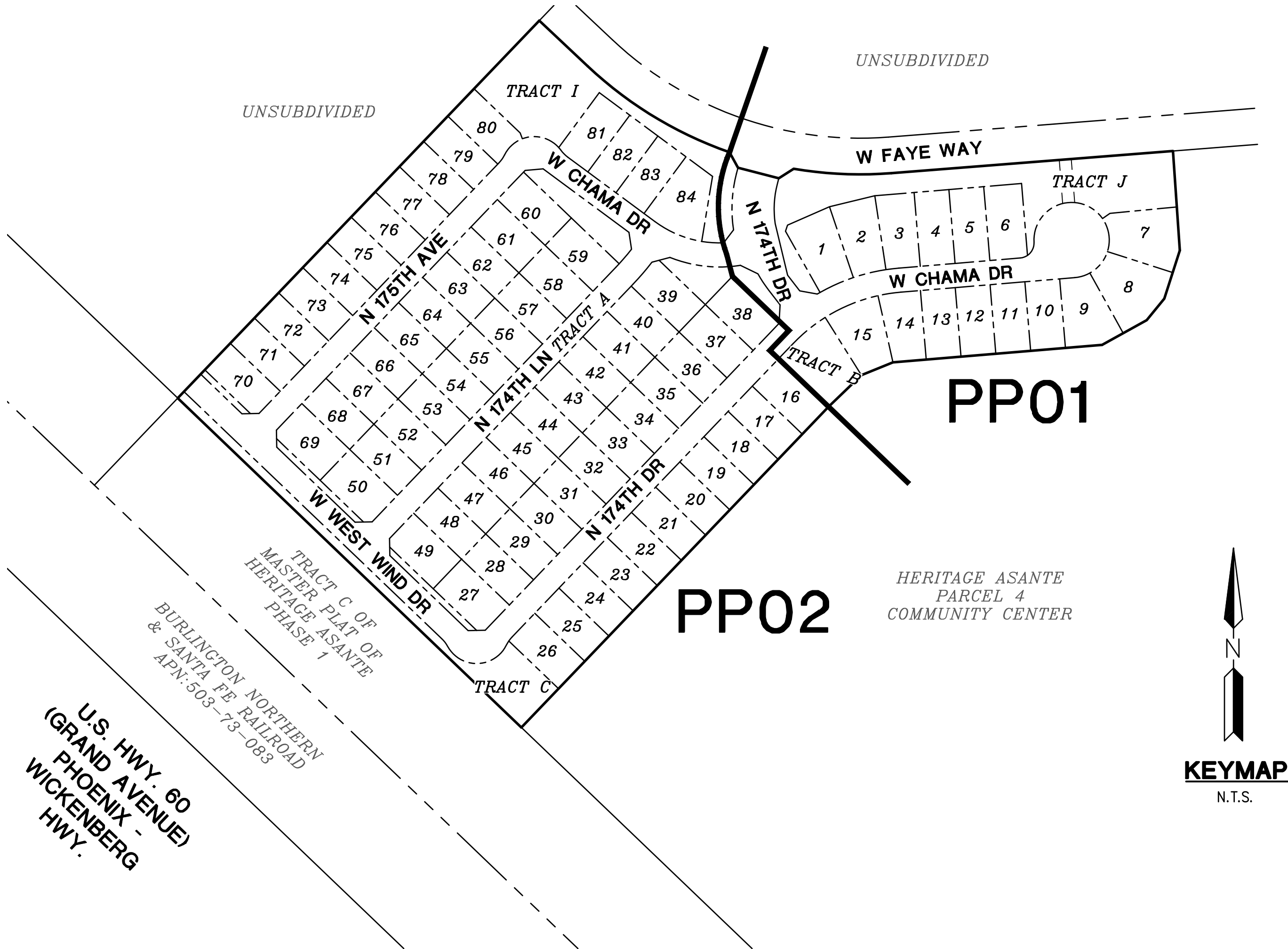
PRELIMINARY PLAT FOR HERITAGE ASANTE - PARCEL 5 SURPRISE, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTH HALF OF SECTION 11, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE EAST QUARTER
CORNER OF SAID SECTION 11 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED
AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS
SOUTH 00°43'44" WEST, 2,644.11 FEET;
THENCE NORTH 00°42'32" EAST, 2001.35 FEET ALONG THE EAST LINE OF THE NORTHEAST
QUARTER OF SAID SECTION 11;
THENCE LEAVING SAID EAST LINE, NORTH 89°17'28" WEST, 1,555.43 FEET TO THE POINT OF
BEGINNING;
THENCE SOUTH 03°54'40" EAST, 165.44 FEET;
THENCE SOUTH 17°47'28" WEST, 83.96 FEET;
THENCE SOUTH 39°23'13" WEST, 46.24 FEET;
THENCE SOUTH 60°58'59" WEST, 84.50 FEET;
THENCE SOUTH 85°13'12" WEST, 348.52 FEET;
THENCE SOUTH 67°59'45" WEST, 56.49 FEET;
THENCE SOUTH 46°06'28" WEST, 75.58 FEET;
THENCE SOUTH 43°46'26" WEST, 737.20 FEET TO A LINE BEING 200.00 FEET NORTHEAST OF AND
PARALLEL WITH THE NORTH LINE OF THE BURLINGTON NORTHERN AND SANTE FE RAILROAD
CORRIDOR;
THENCE NORTH 46°13'34" WEST, 790.00 FEET ALONG SAID PARALLEL LINE;
THENCE LEAVING SAID PARALLEL LINE, NORTH 43°46'26" EAST, 867.64 FEET;
THENCE SOUTH 46°42'56" EAST, 110.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE
NORTHEASTERLY, HAVING A RADIUS OF 660.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°05'04", AN ARC
LENGTH OF 277.43 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 28°39'03" EAST, 29.29 FEET;
THENCE SOUTH 75°34'48" EAST, 70.00 FEET;
THENCE NORTH 57°29'27" EAST, 29.29 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHERLY,
HAVING A RADIUS OF 660.00 FEET, THE CENTER OF WHICH BEARS NORTH 09°38'23" EAST;
THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°08'08", AN ARC
LENGTH OF 162.83 FEET TO A TANGENT LINE;
THENCE NORTH 85°30'15" EAST, 468.86 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
NOT TO SCALE

ENGINEER

HILGARTWILSON
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZHILGART@HILGARTWILSON.COM

OWNER

LCD ASANTE LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282
PHONE: (480) 777-4625
CONTACT: TODD SKORO

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE
RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY
RECORDERS.

BENCHMARK

FOUND 2" BRASS DISK IN THE NORTHEAST CURB
RETURN ON PAT TILLMAN BOULEVARD, 500± WEST
OF 163RD AVENUE STAMPED "CITY OF SURPRISE
PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

SHEET INDEX

CV01	COVER SHEET
CV02	NOTES & DETAILS
PP01-PP02	PRELIMINARY PLAT

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: AREAS
OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE
DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE;
AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. DESIGNATION
DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425,
EFFECTIVE DATE OCTOBER 16, 2013.

UTILITIES

WATER	CITY OF SURPRISE
SEWER	CITY OF SURPRISE
ELEC.	APS
GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
CABLE TV	COX
POLICE	CITY OF SURPRISE
FIRE	CITY OF SURPRISE
ELEMENTARY SCHOOL DISTRICT	DYSART UNIFIED SCHOOL DISTRICT
HIGH SCHOOL DISTRICT	DYSART UNIFIED SCHOOL DISTRICT

100 YEAR ASSURED WATER SUPPLY

THIS SUBDIVISION IS WITHIN THE CITY OF SURPRISE WATER SERVICE AREA
AND HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY
FROM THE DEPARTMENT OF WATER RESOURCES.

REV.:

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



HERITAGE ASANTE - PARCEL 5

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON

PROJ NO.: 1909

DATE: FEB 2019

SCALE: N.T.S.

DRAWN: HW

DESIGNED: HW

APPROVED: ZH

DWG. NO.

CV01

SHT. 1 OF 4



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TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	3.96	PRIVATE ACCESSWAY
TRACT B	0.24	COMMON AREA
TRACT C	0.47	COMMON AREA
TRACT D	0.04	COMMON AREA
TRACT E	0.16	COMMON AREA
TRACT F	0.18	COMMON AREA
TRACT G	0.04	COMMON AREA
TRACT H	0.02	COMMON AREA
TRACT I	0.84	COMMON AREA & DRAINAGE
TRACT J	1.03	COMMON AREA & DRAINAGE

*COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPE, PEDESTRIAN PATHS, AND/OR AMENITIES.

LOT TABLE	
LOT NO.	AREA (SQ.FT)
1	8855
2	8175
3	7550
4	7134
5	7134
6	7736
7	10159
8	10641
9	8791
10	6670
11	6670
12	6670
13	6670
14	7249
15	8702
16	7245
17	6670

LOT TABLE	
LOT NO.	AREA (SQ.FT)
18	6670
19	6670
20	6670
21	6670
22	6670
23	6670
24	6670
25	6670
26	7243
27	7430
28	6380
29	6380
30	6380
31	6380
32	6380
33	6380
34	6380

LOT TABLE	
LOT NO.	AREA (SQ.FT)
35	6380
36	6380
37	6930
38	7147
39	6968
40	6380
41	6380
42	6380
43	6380
44	6380
45	6380
46	6380
47	6380
48	6380
49	7430
50	7760
51	6380

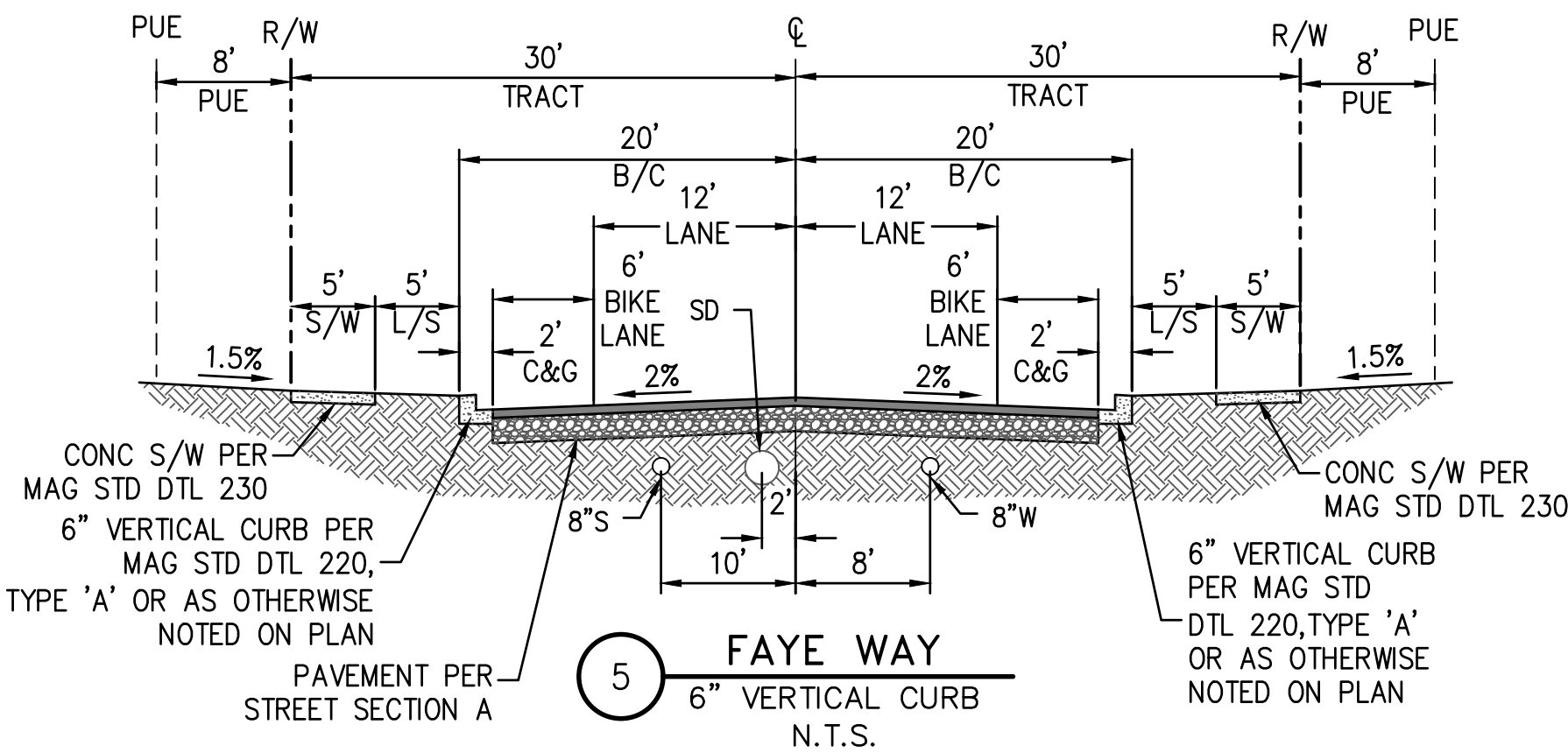
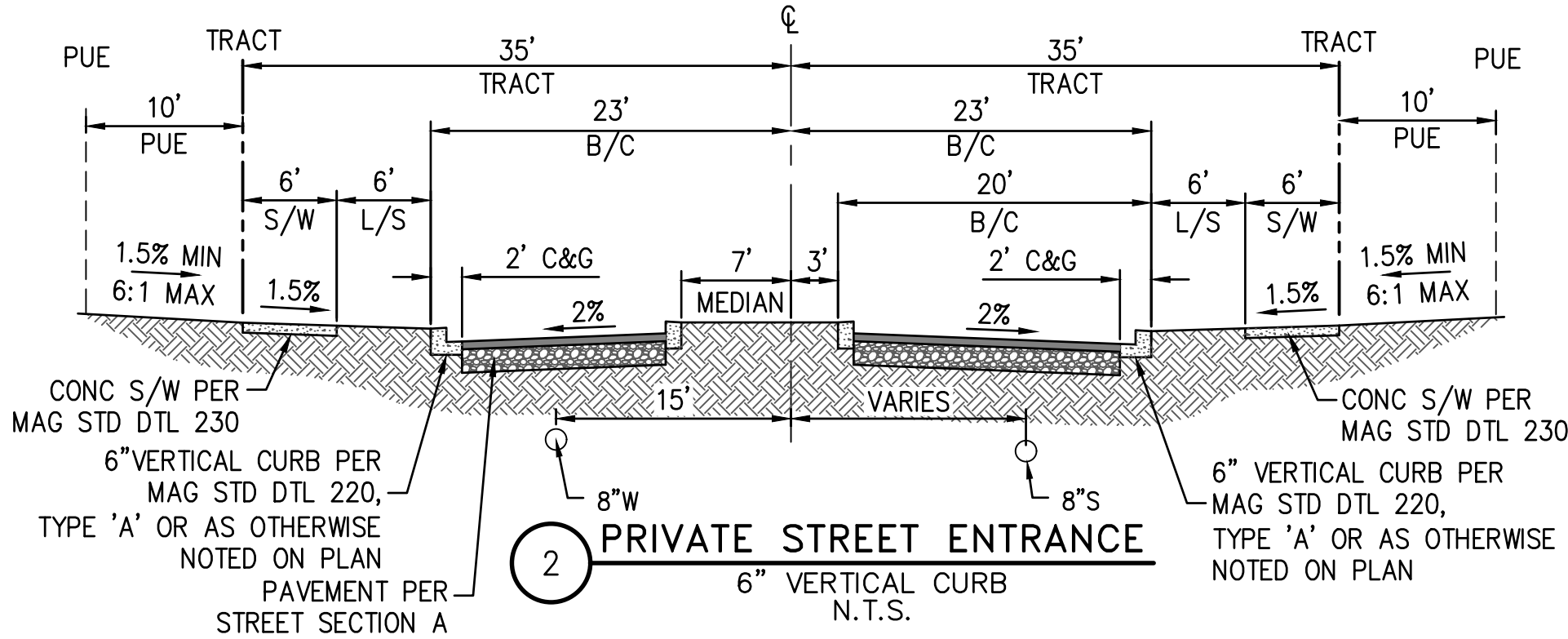
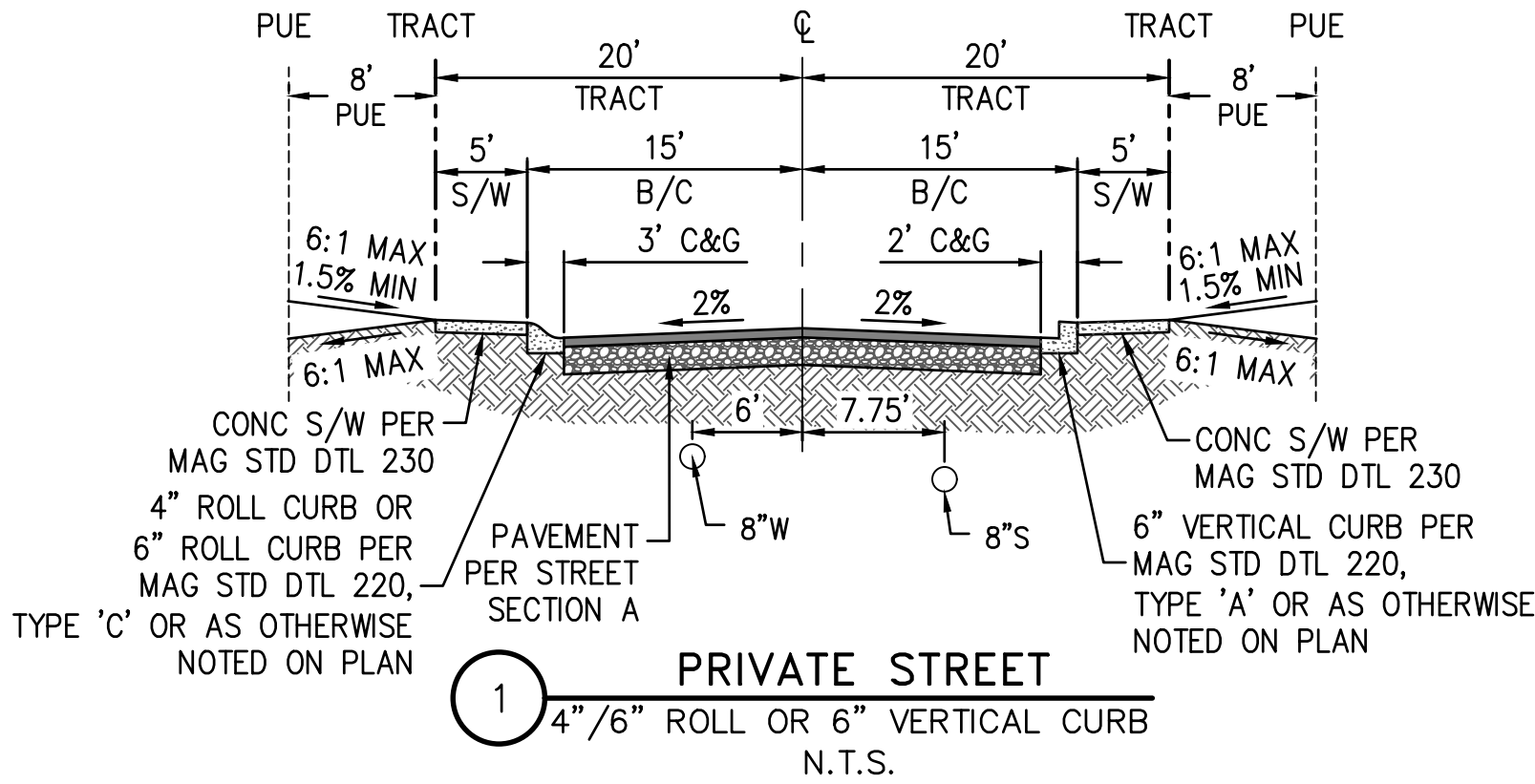
LOT TABLE	
LOT NO.	AREA (SQ.FT)
52	6380
53	6380
54	6380
55	6380
56	6380
57	6380
58	6930
59	6930
60	6930
61	6930
62	6380
63	6380
64	6380
65	6380
66	6380
67	6380
68	6380

LOT TABLE	
LOT NO.	AREA (SQ.FT)
69	7760
70	6965
71	6670
72	6670
73	6670
74	6670
75	6670
76	6670
77	6670
78	6670
79	6670
80	7067
81	7347
82	6793
83	6793
84	9289

SITE SUMMARY TABLE	
	PARCEL 5
OVERALL GROSS AREA (ACRES)	21.14
OVERALL NET (*) AREA (ACRES)	20.33
TOTAL NUMBER OF LOTS: SINGLE FAMILY	84
TOTAL OPEN SPACE (ACRES)	3.03
TOTAL PERCENTAGE OF OPEN SPACE (%)	14.90%
MINIMUM LOT SIZE (SF)	6,380
AVERAGE LOT SIZE (SF)	6,916
MAXIMUM LOT SIZE (SF)	10,641
MINIMUM LOT WIDTH (FT)	58'
MINIMUM LOT DEPTH (FT)	110'
DENSITY (DU/AC): PER GROSS AREA	4.0
TAX ASSESSORS PARCEL NUMBER	503-73-771
* NET AREA EXCLUDES FAYE WAY	

DEVELOPMENT STANDARDS TABLE - PER APPROVED ORDINANCE 2012-07, OR SUBSEQUENT AMENDMENTS	
ZONING	RM-6 PUD
TYPICAL LOT	58' X 110'
MIN. AREA	6,380 SF
MIN. WIDTH	58'
MIN. DEPTH	110'
BUILDING SETBACKS (2)	
FRONT	20/12' FOR LIVING AREA OR SIDE ENTRY GARAGE (6)
SIDE (2)	5'/8'
STREET SIDE (2)(3)	13'
REAR (2)	15'
REAR ADJ. TO ARTERIAL (2)(7)(8)	20'
MIN. DISTANCE BETWEEN HOUSES	10'
BLDG. HEIGHT	30'
LOT COVERAGE	50%

- (2) NON-STRUCTURAL ELEMENTS SUCH AS FIREPLACES, BAY WINDOWS, POP-OUTS, PERGOLAS OR PATIO COVERS MAY ENCROACH NO MORE THAN 3' INTO FRONT AND SIDE SETBACKS AND 10' INTO REAR SETBACKS PROVIDED THAT A PATIO COVER MAY NOT EXTEND TO A POINT CLOSER THAN 10' FROM THE REAR PROPERTY LINE EXCEPT FOR CLUSTER TYPE & Z LOT HOMES.
- (3) DOES NOT APPLY IF LANDSCAPE TRACT IS USED (8' MIN).
- (4) TWO ADJACENT MULTI-STORY HOUSES MUST BE SEPARATED BY NOT LESS THAN 13 FEET, AND A MULTI-STORY HOUSE AND AN ADJACENT SINGLE STORY HOUSE MUST BE SEPARATED BY NOT LESS THAN 10 FEET.
- (5) IF ANY PORTION OF MULTI-STORY HOUSE HAS ONLY ONE STORY ADJACENT TO THE SIDE YARD PROPERTY LINE, THE SINGLE-STORY SETBACKS WILL APPLY.
- (6) NO DRIVEWAY SHALL BE LESS THAN 20 FEET IN LENGTH, AS MEASURED FROM FACE OF GARAGE TO THE BACK OF SIDEWALK.
- (7) IF THE PORTION OF A MULTI-STORY HOUSE OR STRUCTURE WHICH ABUTS ON AN ARTERIAL STREET IN THE REAR IS SINGLE-STORY, THEN THE REAR SETBACK SHALL NOT BE LESS THAN 20 FEET AS MEASURED FROM THE PROPERTY LINE.
- (8) IF TWO ADJACENT HOUSES OR STRUCTURES ABUT AN ARTERIAL STREET IN THE REAR, THEN THE REAR SETBACKS SHALL BE STAGGERED AS FOLLOWS:
- (A) IF THE ADJACENT HOUSE OR STRUCTURES ARE BOTH MULTI-STORY, THEN THE REAR SETBACK SHALL BE 20- FEET (20') FOR ONE AND 25 FEET (25') FOR THE OTHER; OR
- (B) IF THE ADJACENT HOUSE OR STRUCTURES ARE BOTH MULTI-STORY, THEN THE REAR SETBACK SHALL BE 25- FEET (25') FOR ONE AND 30- FEET (30') FOR THE OTHER; OR
- (C) IF A MULTI-STORY HOUSE IS ADJACENT TO A SINGLE-STORY HOUSE, THEN THE SETBACKS ESTABLISHED IN SUBSECTIONS 1 AND 2 SHALL APPLY; AND
- (D) IF THREE OR MORE ADJACENT HOUSES OR STRUCTURES ABUT AN ARTERIAL STREET IN THE REAR, THEN THE REAR SETBACKS SHALL BE STAGGERED AS PROVIDED ABOVE SO THAT NOT MORE THAN TWO ADJACENT HOUSES OR STRUCTURES MAY HAVE THE SAME REAR SETBACK
- (9) IF A LANDSCAPE TRACT WITH THE FOLLOWING DIMENSIONS IS CONSTRUCTED BETWEEN THE REAR PROPERTY LINES OF ADJACENT LOTS WHICH ABUT AN ARTERIAL STREET IN THE REAR, AND THE RIGHT-OF-WAY OF THE ARTERIAL STREET, THEN THE REAR SETBACKS ESTABLISHED IN SUBSECTION 8. (D) OF THIS SECTION SHALL APPLY. THE AVERAGE WIDTH OF SUCH LANDSCAPE TRACT SHALL NOT BE LESS THAN 15- FEET (15'). THE NARROWEST PART OF THE TRACT MUST BE 10- FEET (10') OR GREATER IN WIDTH. NOT LESS THAN 50- PERCENT (50%) OF THE LANDSCAPE TRACT, AS MEASURED ALONG THE LINEAL BOUNDARY BETWEEN THE TRACT AND THE ADJACENT LOTS, MUST BE 15- FEET (15') IN WIDTH OR GREATER.
- (10) IF A HOUSE OR OTHER STRUCTURE ABUTS AN ARTERIAL STREET ON THE SIDE, THEN THE WIDER OF THE TWO SIDE SETBACKS APPLICABLE TO THE HOUSE OR STRUCTURE SHALL BE ON THE SIDE WHICH ABUTS THE ARTERIAL STREET AND SHALL BE INCREASED BY 5 ADDITIONAL FEET (5'). FOR EXAMPLE, IF THE SIDE SETBACKS OF A HOUSE OR STRUCTURE WHICH ABUTS AN ARTERIAL STREET ON THE SIDE WOULD ORDINARILY BE 8- FEET (8') AND 5- FEET (5'), THEN THE 8- FEET (8') SETBACK SHALL BE INCREASED TO 13- FEET (13') AND SHALL APPLY TO THE SIDE OF THE HOUSE OR STRUCTURE WHICH ABUTS THE ARTERIAL STREET, AND THE OTHER SIDE SETBACK SHALL REMAIN 5- FEET (5').



LEGEND

---	BOUNDARY LINE
---	CENTER LINE
---	RIGHT OF WAY
---	PARCEL LINE
---	SIGHT VISIBILITY EASEMENT
---	ASSESSOR PARCEL NUMBER
---	PUBLIC UTILITY EASEMENT
---	RIGHT-OF-WAY
---	VEHICLE NON-ACCESS EASEMENT
---	MARICOPA COUNTY RECORDS
---	FLOW ARROW
---	4\" ROLL CURB & GUTTER
---	6\" ROLL CURB & GUTTER
---	VERTICAL CURB & GUTTER

REV.:

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PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436
www.hilgartwilson.com



HERITAGE ASANTE - PARCEL 5

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON

PROJ NO.: 1909

DATE: FEB 2019

SCALE: N.T.S.

DRAWN: HW

DESIGNED: HW

APPROVED: ZH

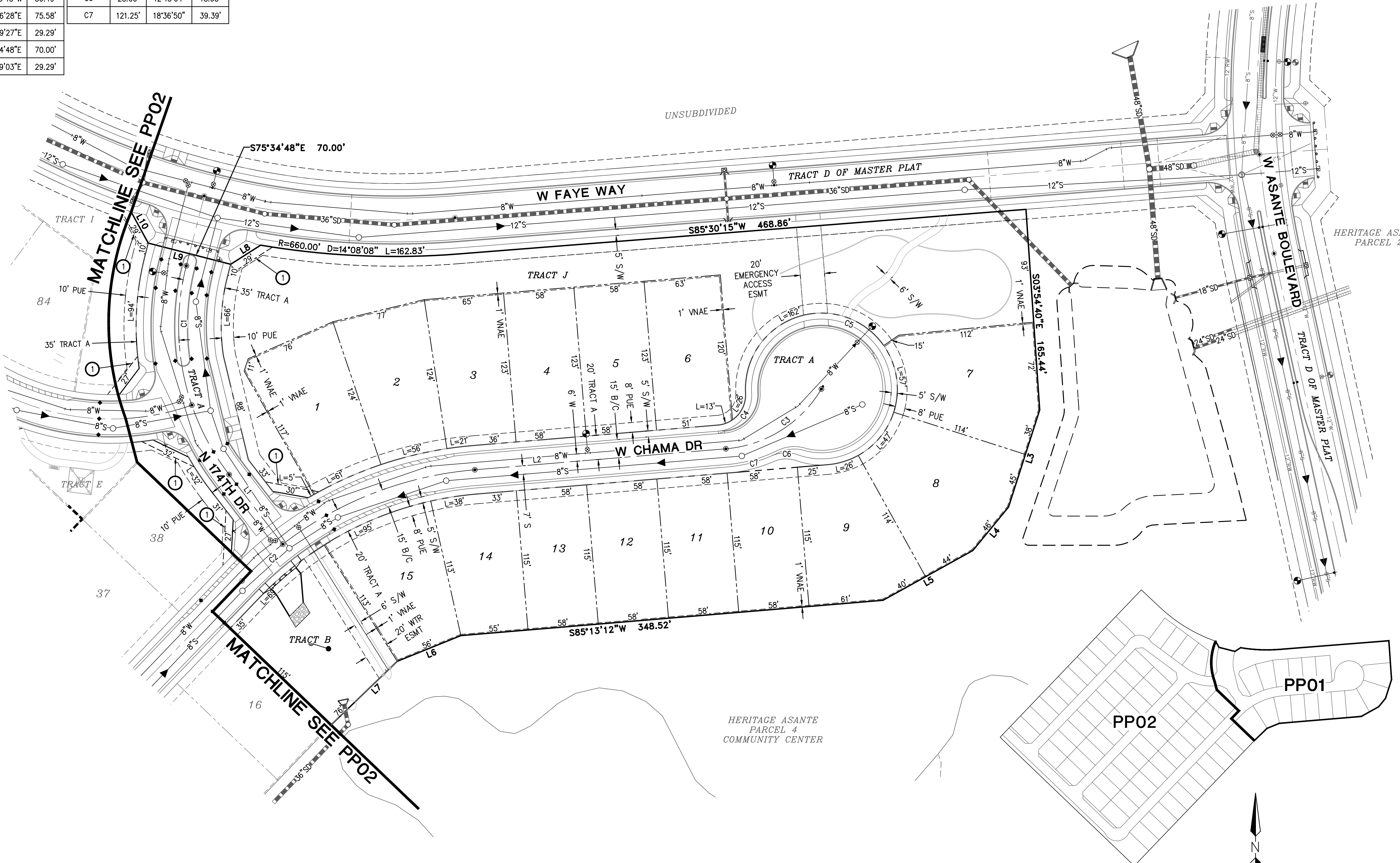
DWG. NO.

CV02

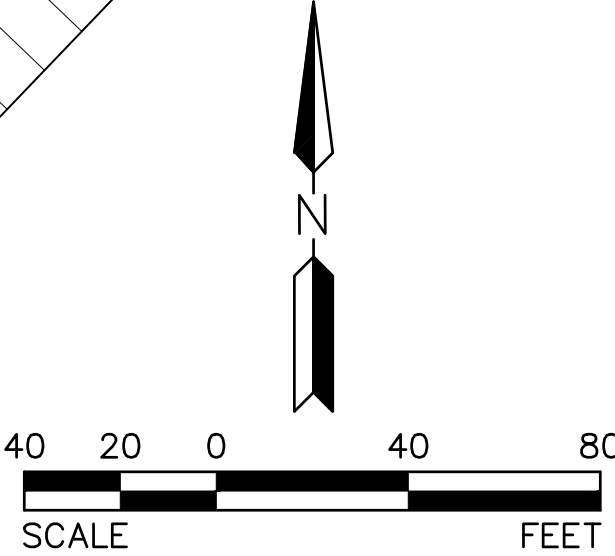
SHT. 2 OF 4



LINE TABLE			CURVE TABLE			
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	S37°35'23"E	72.33'	C1	200.00'	33°20'58"	116.41'
L2	N85°13'12"E	207.26'	C2	426.50'	4°36'34"	34.31'
L3	N17°47'28"E	83.96'	C3	101.25'	54°31'56"	96.37'
L4	N39°23'13"E	46.24'	C4	25.00'	88°21'46"	38.56'
L5	N60°58'59"E	84.50'	C5	62.50'	268°21'46"	292.74'
L6	S67°59'45"W	56.49'	C6	25.00'	42°45'04"	18.65'
L7	N46°06'28"E	75.58'	C7	121.25'	18°36'50"	39.39'
L8	N57°29'27"E	29.29'				
L9	S75°34'48"E	70.00'				
L10	S28°39'03"E	29.29'				



NOTES:
1 30'X30' SIGHT VISIBILITY TRIANGLE



HERITAGE ASANTE - PARCEL 5

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON

PROJ NO.: 1909

DATE: FEB 2019

SCALE: 1" = 40'

DRAWN: HW

DESIGNED: HW

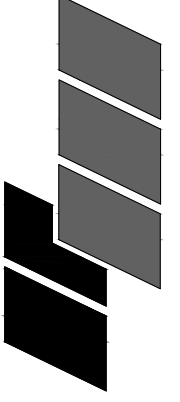
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DWG. NO.

PP01

SHT. 3 OF 4

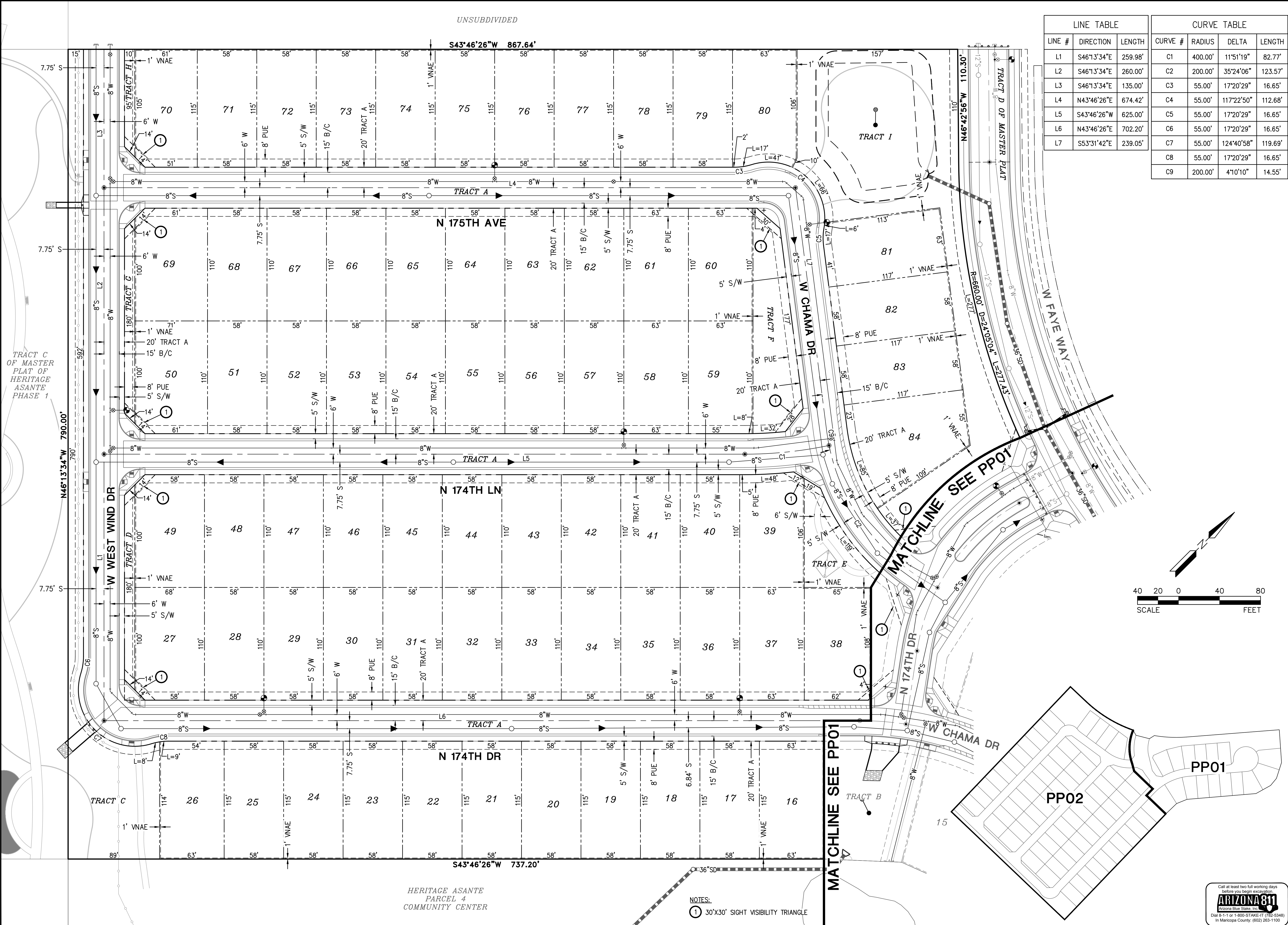
REV.:



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LINE TABLE			CURVE TABLE			
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	S46°13'34"E	259.98'	C1	400.00'	11°51'19"	82.77'
L2	S46°13'34"E	260.00'	C2	200.00'	35°24'06"	123.57'
L3	S46°13'34"E	135.00'	C3	55.00'	17°20'29"	16.65'
L4	N43°46'26"E	674.42'	C4	55.00'	117°22'50"	112.68'
L5	S43°46'26"W	625.00'	C5	55.00'	17°20'29"	16.65'
L6	N43°46'26"E	702.20'	C6	55.00'	17°20'29"	16.65'
L7	S53°31'42"E	239.05'	C7	55.00'	124°40'58"	119.69'
			C8	55.00'	17°20'29"	16.65'
			C9	200.00'	41°0'10"	14.55'

REV:

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HERITAGE ASANTE - PARCEL 5
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON
PROJ NO.: 1909
DATE: FEB 2019
SCALE: 1" = 40'
DRAWN: HW
DESIGNED: ZH
APPROVED:

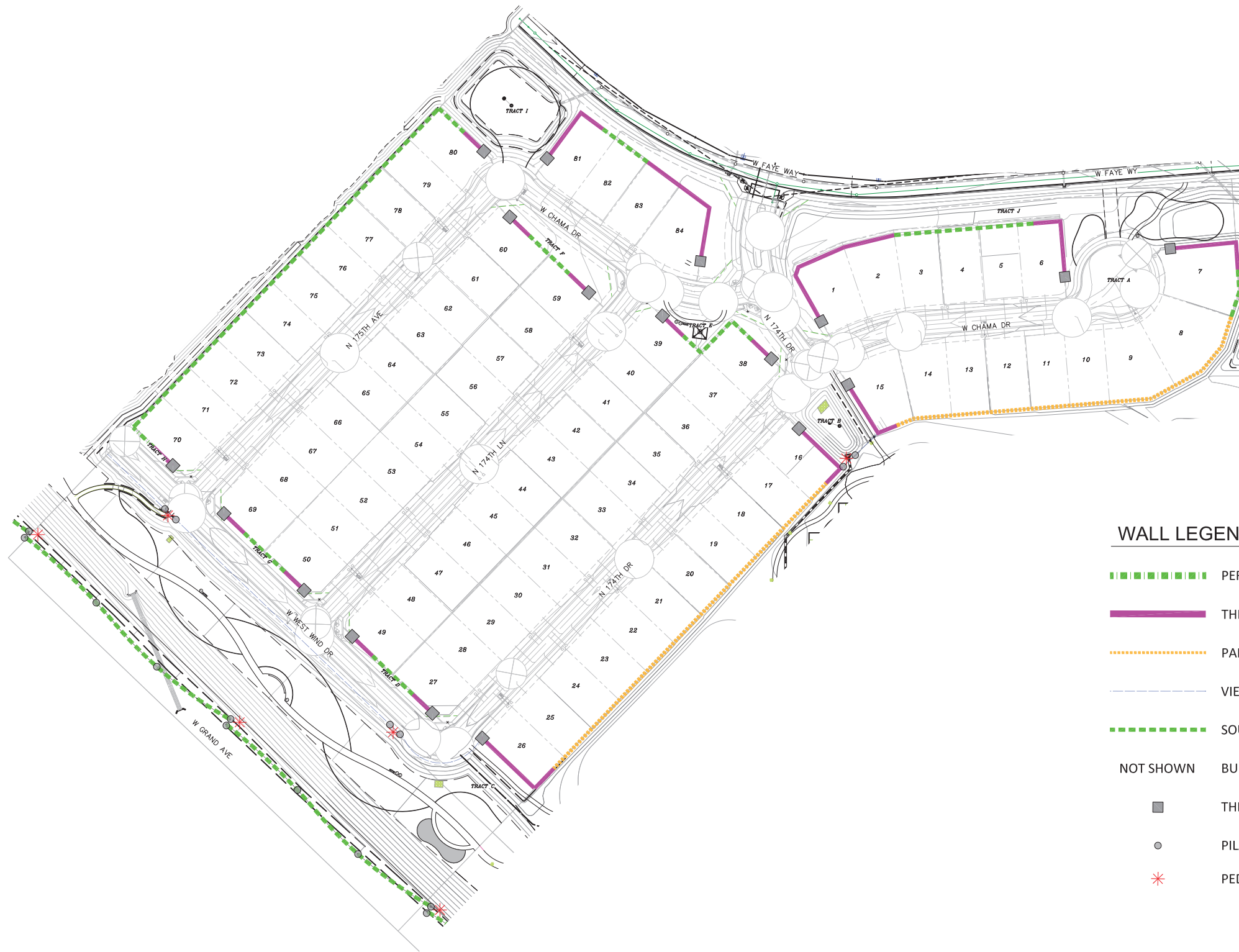
PP02
SHT. 4 OF 4

Call at least two full working days before you begin excavation.
ARIZONA 811
Dial 8-1-1 or 1-800-STAKE-IT (782-6348)
In Maricopa County: (602) 263-1100



TREE PLANTING LEGEND				
SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	
	<i>Fraxinus velutina</i> ARIZONA ASH	24" BOX STANDARD	15	
	<i>Parkinsonia</i> 'Desert Museum' DESERT MUSEUM	24" BOX MULTI	34	
	<i>Prosopis</i> 'Phoenix' PHOENIX MESQUITE	24" BOX MULTI	43	
	<i>Quercus virginiana</i> SOUTHERN LIVE OAK	36" BOX STANDARD	120	
	<i>Pinus edarica</i> MONDEL PINE	24" BOX STANDARD	142	
	<i>Ulmus parvifolia</i> 'Drake' Drake Evergreen Elm	24" BOX STANDARD	6	
SHRUB PLANTING LEGEND				
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.
	<i>BOUTELOUA GRACILIS</i> 'BLONDE AMBITION' BLONDE AMBITION	1 GAL.	30" O.C.	
	<i>LEUCOPHYLLUM LANGIAMANAE</i> 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	5'-0" O.C.	
	<i>MUHLENBERGIA C. 'REGAL MIST'</i> PINK MUHLY	5 GAL.	3'-0" O.C.	
	<i>MUHLENBERGIA RIGENS</i> DEER GRASS	5 GAL.	4'-0" O.C.	
	<i>TEUCRIMUM CHAMAEDRYS</i> GERMANDER	1 GAL.	24" O.C.	
	<i>TEUCRIMUM FRUTICANS</i> 'COMPACTA' GERMANDER	1 GAL.	24" O.C.	
	<i>OLEA EUROPAEA 'MONTRA'</i> LITTLE OLIVE	5 GAL.	5'-0" O.C.	
	DECOMPOSED GRANITE EXPRESS BROWN	1" SCREENED		
	TURF	MIDIRON SOD		





WALL LEGEND

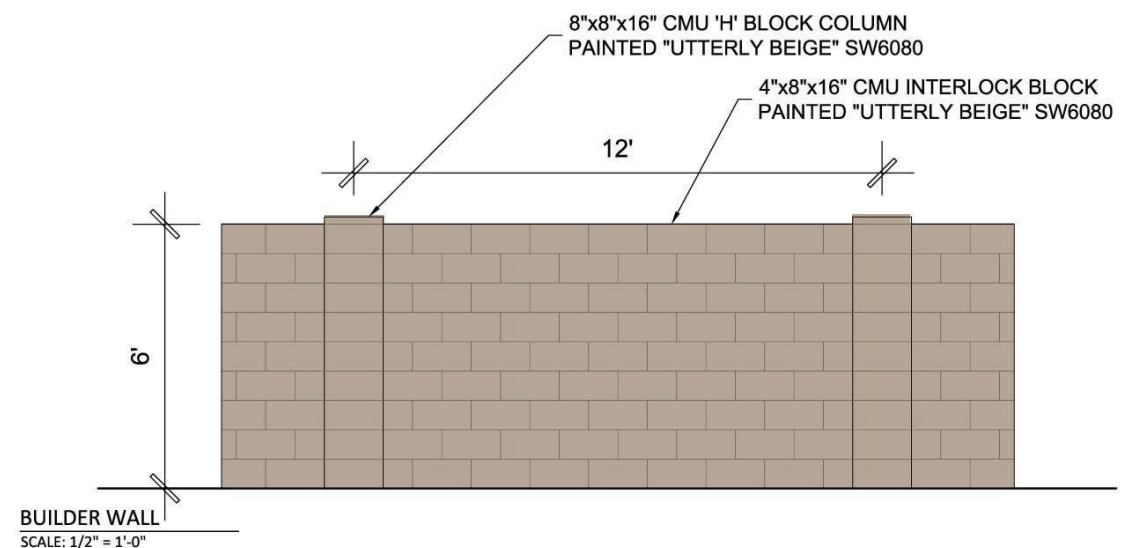
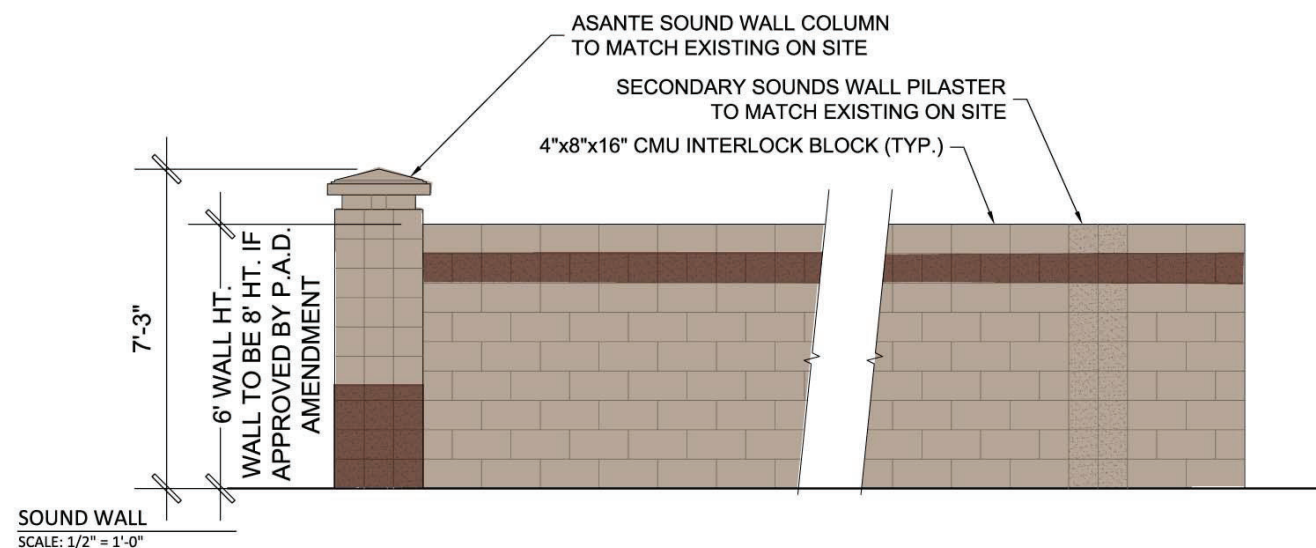
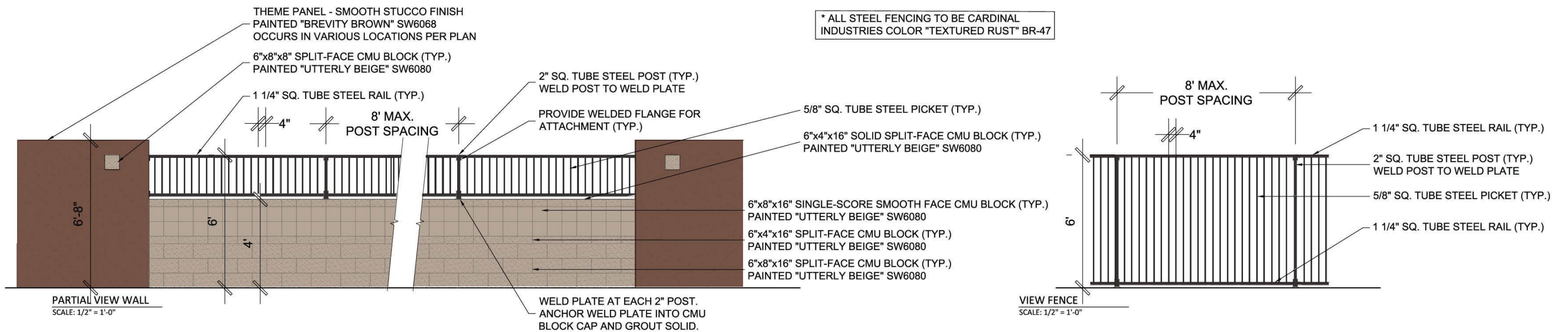
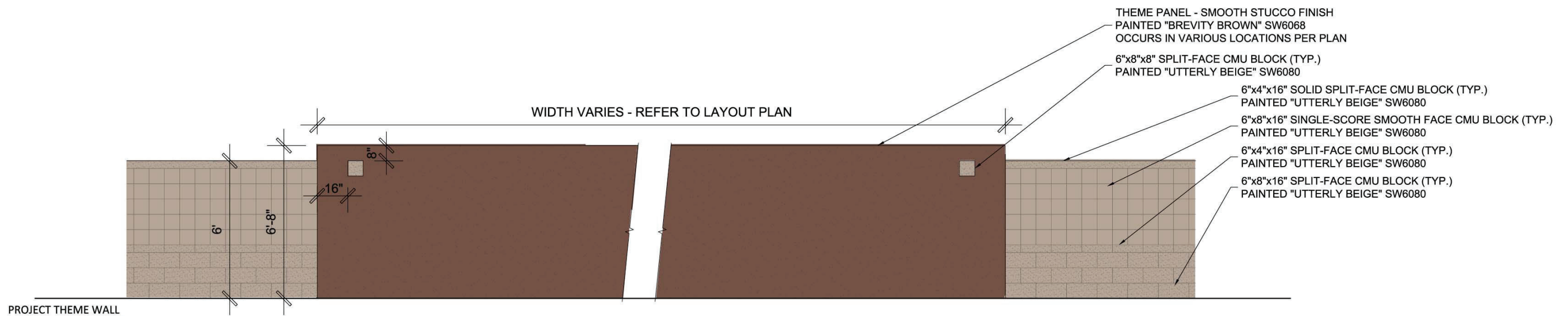
- PERIMETER THEME WALL
- THEME WALL PANEL
- PARTIAL VIEW WALL
- VIEW FENCE
- SOUND WALL
- NOT SHOWN BUILDER WALL
- THEME PILASTER
- PILASTER
- PEDESTRIAN GATE

PARADISO ASANTE - Parcel 5

Preliminary Wall Plan

Lennar Homes | Surprise, AZ | September 13, 2018

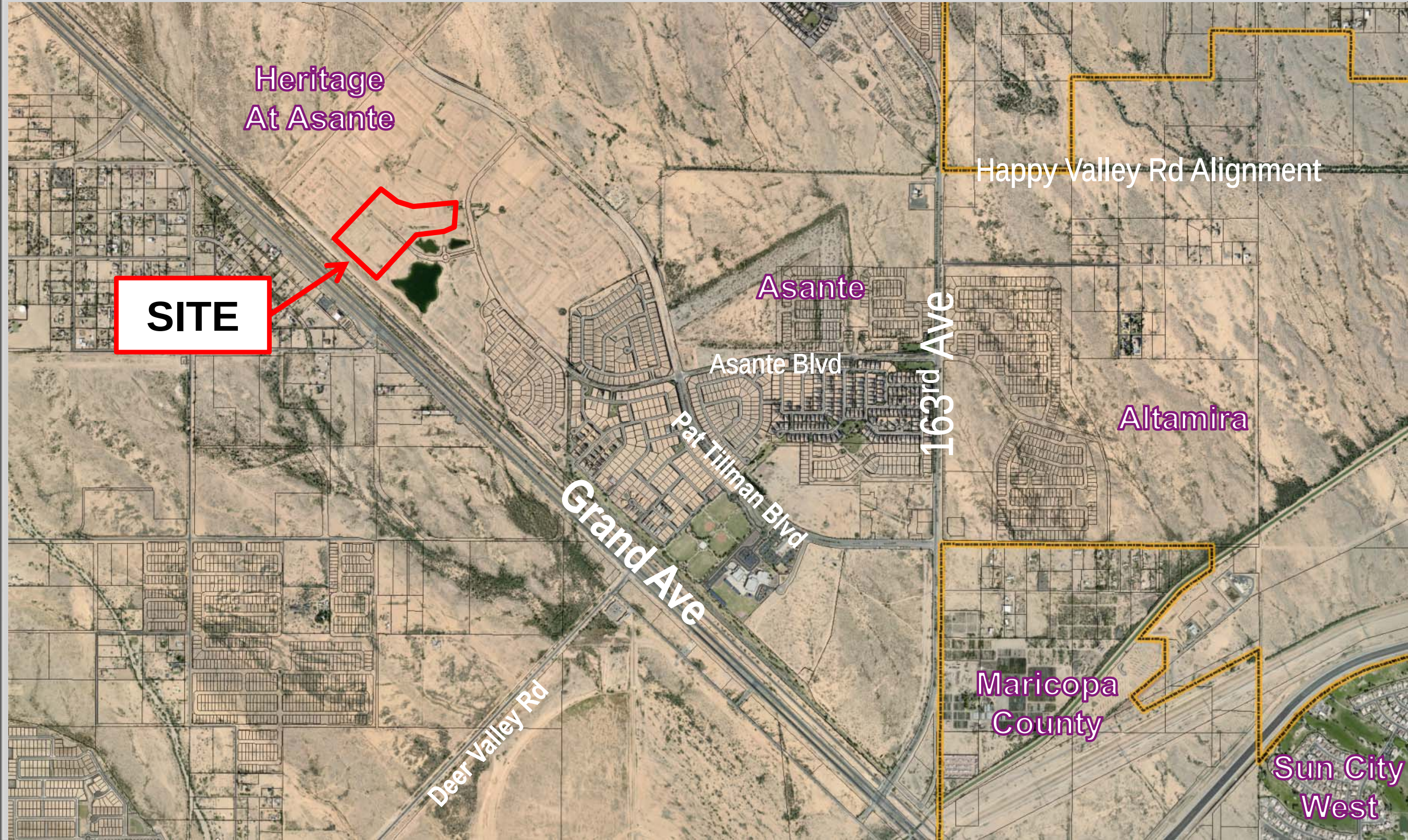




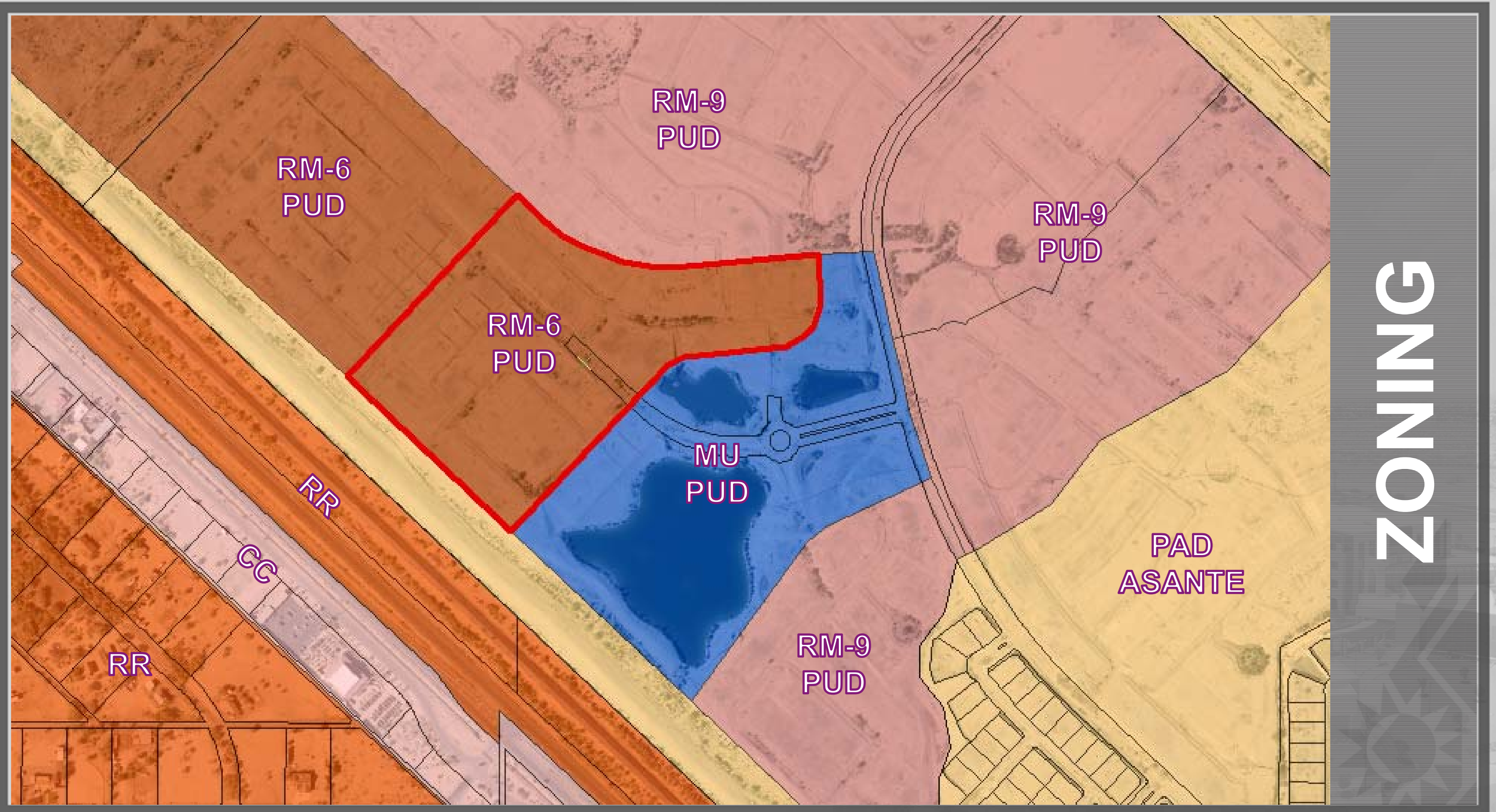


Heritage Asante Parcel 5 Preliminary Plat

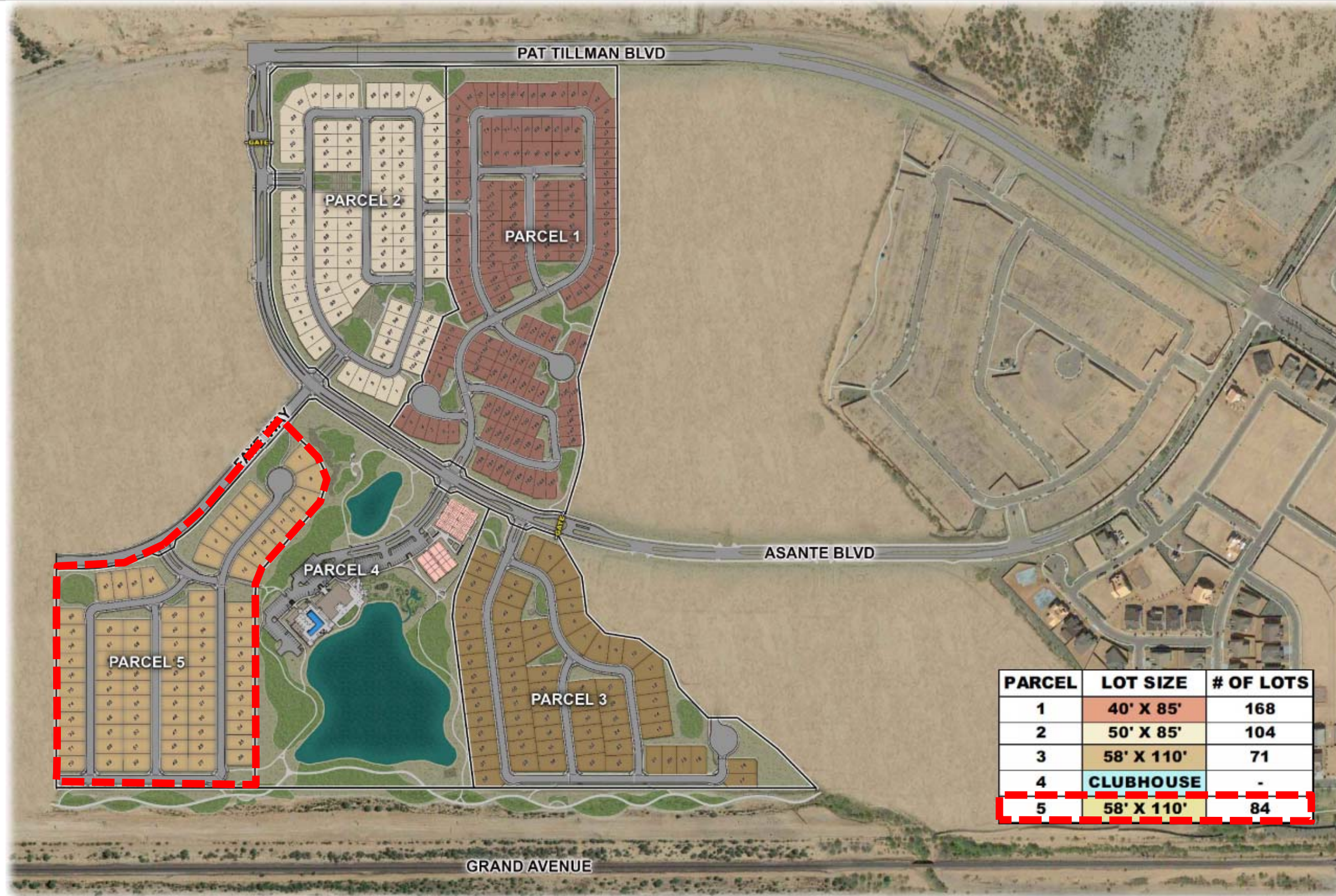
City Council
June 4, 2019



VICINITY MAP



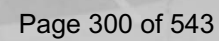
ZONING



PARCEL	LOT SIZE	# OF LOTS
1	40' X 85'	168
2	50' X 85'	104
3	58' X 110'	71
4	CLUBHOUSE	-
5	58' X 110'	84

HERITAGE ASANTE PHASE 1

Page 300 of 543

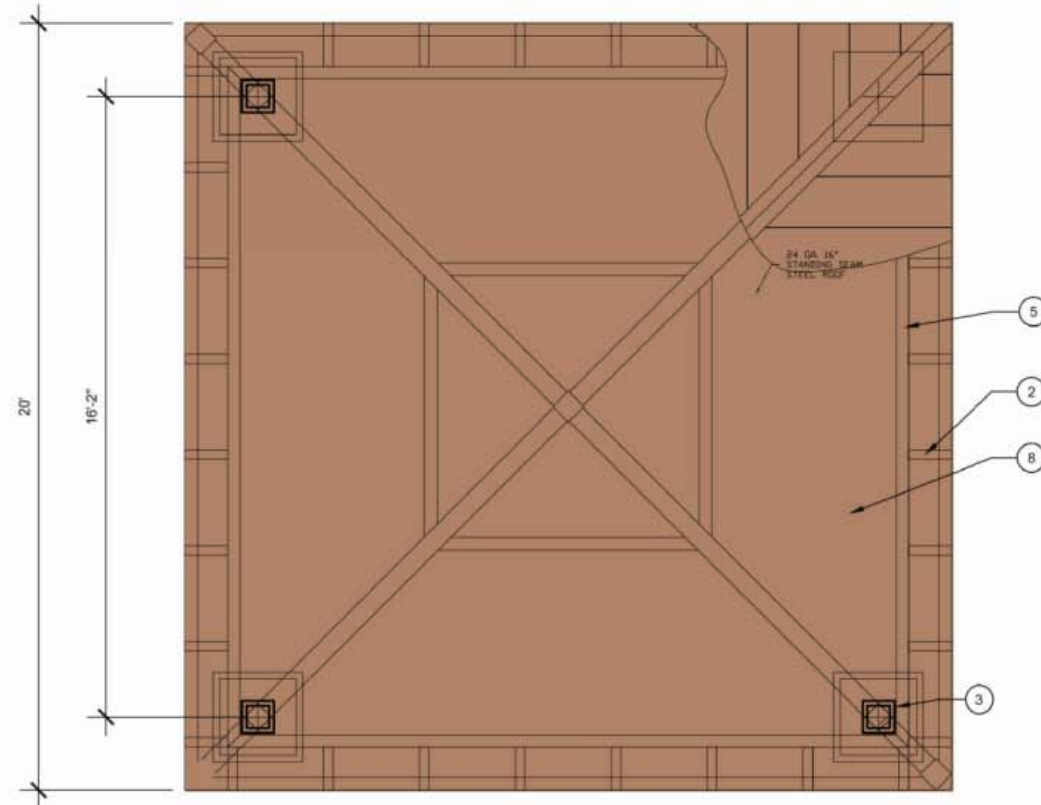




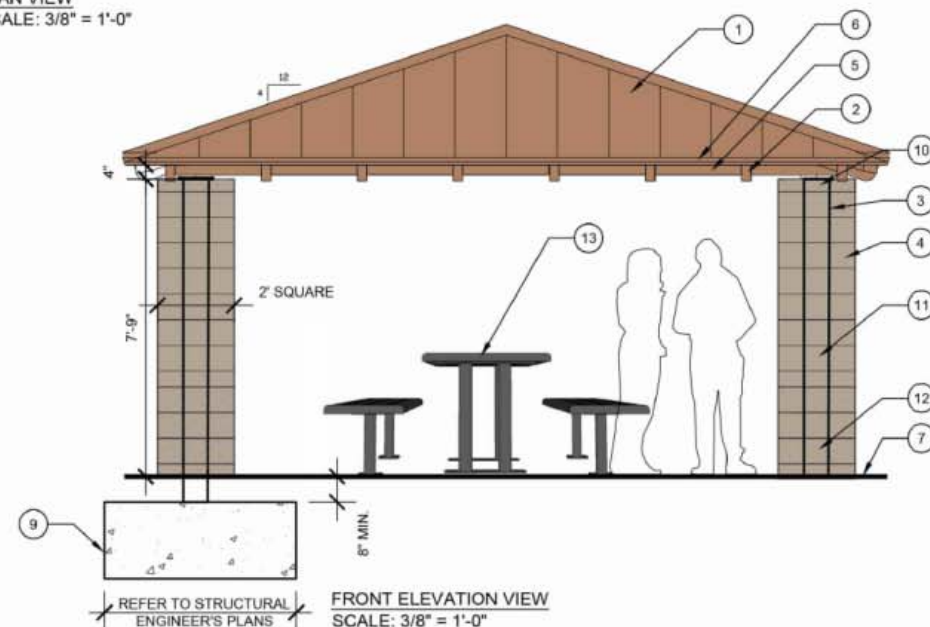
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	DECOMPOSED GRANITE EXPRESS BROWN	1" SCREENED		
	TURF	MIDIRON SOO		



LANDSCAPE PLAN



PLAN VIEW
SCALE: 3/8" = 1'-0"



FRONT ELEVATION VIEW
SCALE: 3/8" = 1'-0"

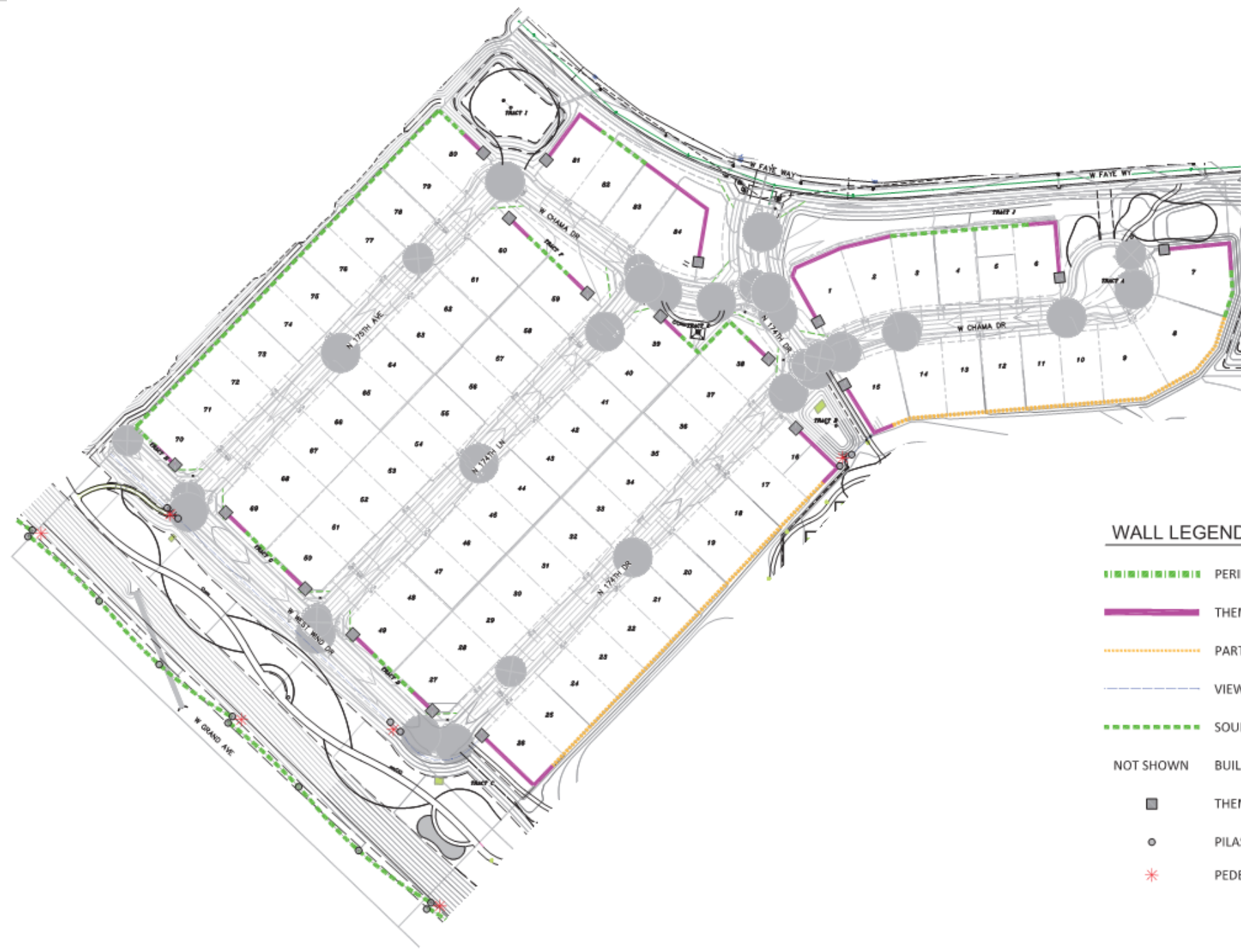
LEGEND

1. 20'X20' "MESA" MODEL RAMADA, AVAIL. FROM CLASSIC RECREATION (www.classicrecreation.com)
2. RAFTER TAIL
3. 8"X8" STUB COLUMN ON TOP TRANSITION PLATE & ROTATED 8X8" COLUMN
4. COLUMN SURROUND (TO MATCH SECONDARY THEME COLUMNS - REFER TO WALL DETAILS)
5. PERIMETER BEAM
6. 2"X1" ROOF SUPPORT
7. FINISH SURFACE / FINISH GRADE
8. 24" GA. 16" STANDING SEAM STEEL ROOF
COLOR: PATRICIAN BRONZE
9. REINFORCED CONCRETE FOOTING - REFER TO STRUCTURAL ENGINEER'S PLANS, TYP.
10. 6"x4"x16" SOLID SPLIT-FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
11. 6"x8"x16" SINGLE-SCORE SMOOTH FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
12. 6"x8"x16" SPLIT-FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
13. PICNIC TABLE - TABLE 298-60-2HS W/ STEEL SEATS, AVAILABLE FROM DUMOR (www.dumor.com)
COLOR: BRONZE

NOTES:

- REFER TO STRUCTURAL ENGINEER'S DETAILS AND CALCULATIONS FOR ALL CONNECTIONS, REINFORCING AND FOOTING INFORMATION.
- ALL CONNECTORS, FASTENERS AND OTHER HARDWARE TO BE HOT DIPPED GALVANIZED.
- ALL METAL WORK SHALL RECEIVE TWO (2) COATS OF MOISTURE-PROOF PRIMER AND TWO (2) FINISH COATS OF PAINT - REFER TO FINISH SCHEDULE FOR COLOR.

WALL PLAN

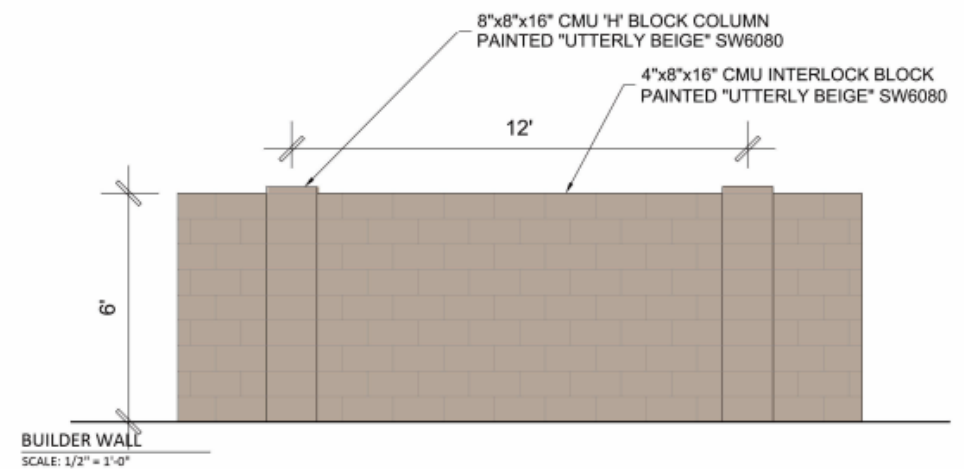
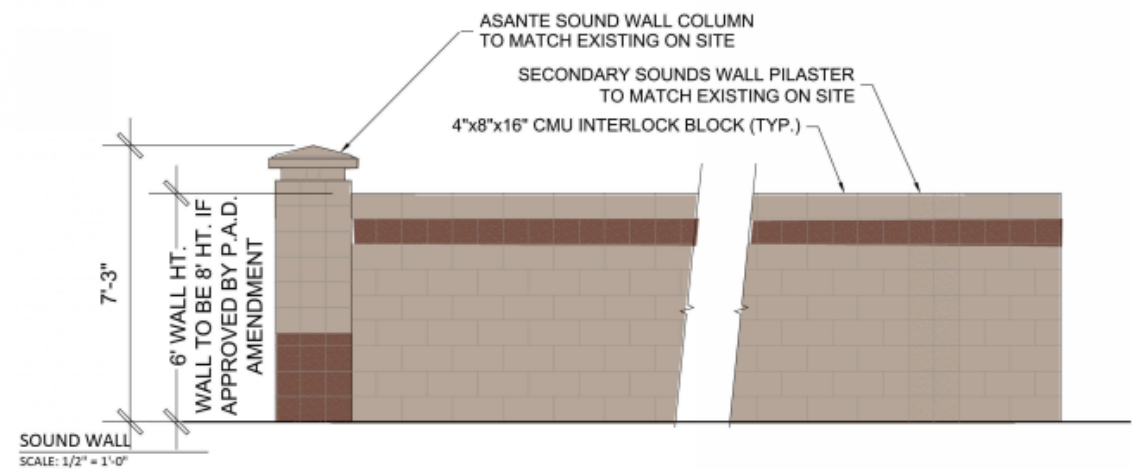
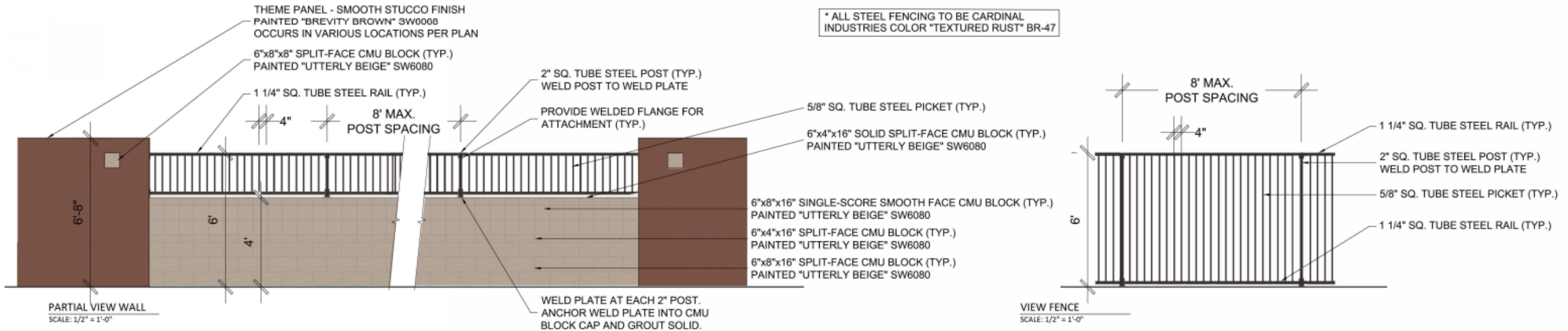
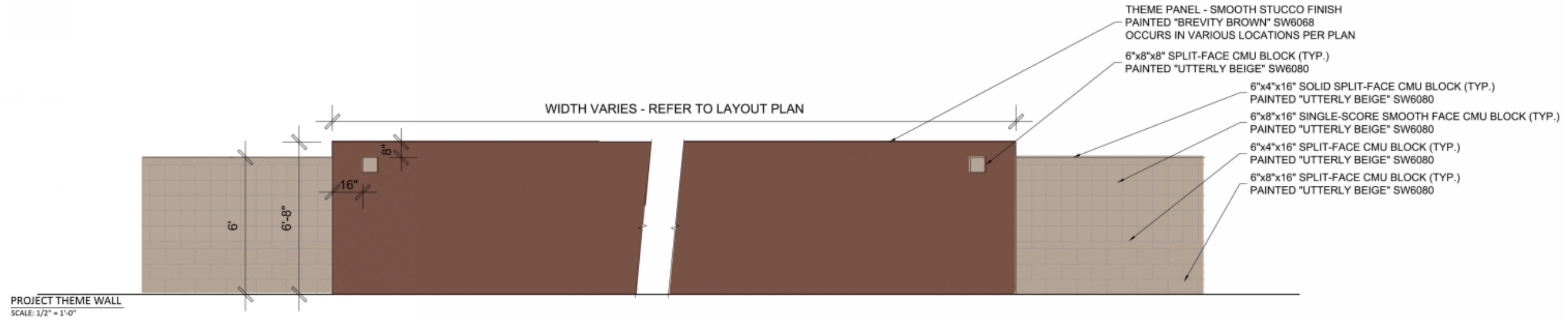


WALL LEGEND

- PERIMETER THEME WALL
- THEME WALL PANEL
- PARTIAL VIEW WALL
- VIEW FENCE
- SOUND WALL
- NOT SHOWN
- BUILDER WALL
- THEME PILASTER
- PILASTER
- PEDESTRIAN GATE



WALL PLAN





RECOMMENDATION

P&Z Hearing: May 2, 2019

P&Z Recommendation: Approval



**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action on a Preliminary Plat for Heritage Asante Parcel 1 generally located west of 163rd Avenue and north of Grand Avenue.

Motion:

I move to approve/deny the Preliminary Plat for Heritage Asante Parcel 1 generally located west of 163rd Avenue and north of Grand Avenue.

Background:

On September 26, 2018 Hilgart Wilson, LLC., submitted a request for a Preliminary Plat for Heritage Asante Parcel 1 generally located west of 163rd Avenue and north of Grand Avenue.

Objective Analysis:

This proposed Preliminary Plat will allow for the development of a new residential subdivision of 168 lots on the subject site.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-648 - Heritage Parcel 1 - Staff Report
2. 01 - FS18-648 - Heritage Parcel 1 - Vicinity Map
3. 02 - FS18-648 - Heritage Parcel 1 - Phase 1 Site Plan
4. 03 - FS18-648 - Heritage Parcel 1 - Preliminary Plat

5. 04 - FS18-648 - Heritage Parcel 1 - Landscape Plans
 6. FS18-648 - Heritage Parcel 1 - PowerPoint
-

Preliminary Plat

REPORT TO THE CITY COUNCIL

Case: FS18-648

Project Name: Heritage Asante Parcel 1

Council District: 1 – ACACIA

Meeting Date: June 4, 2019

Planner: Sergio Angulo

Owner: LCD Asante, LLC.

Applicant: Zach Hilgart with Hilgart Wilson, LLC.

Request: Preliminary Plat for 168 Lots.

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

Site Size: 27.26 Acres

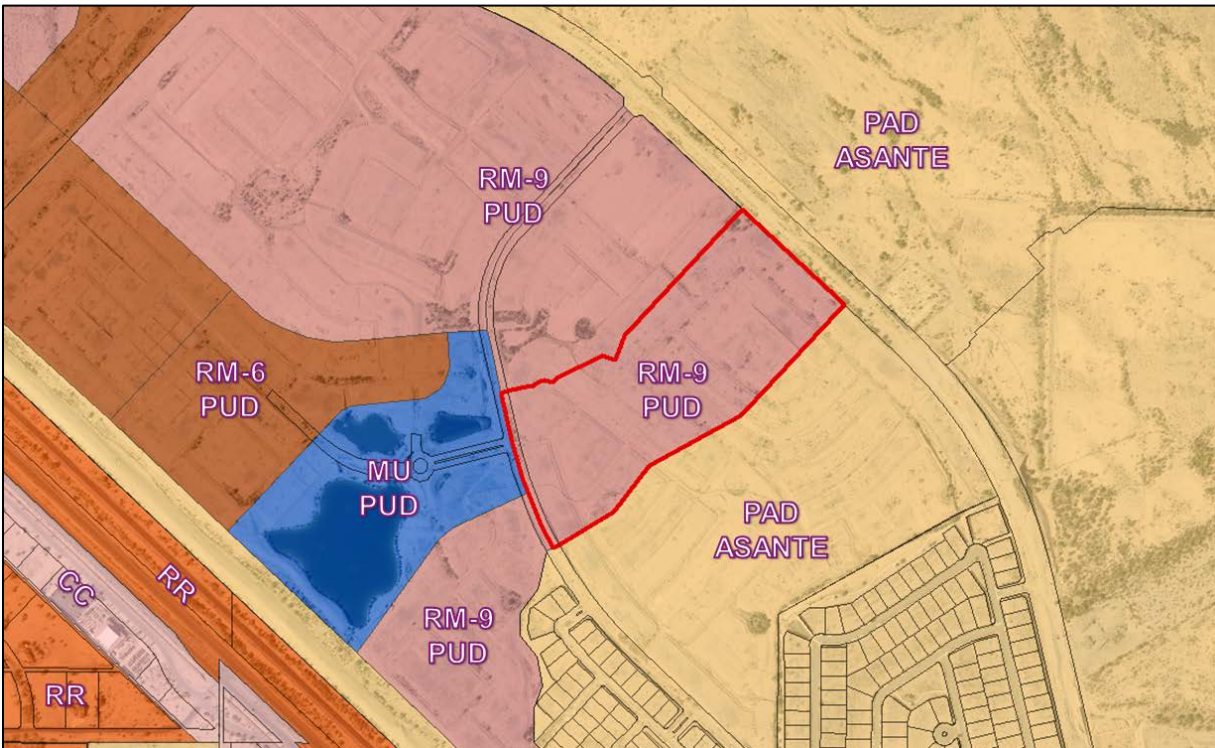
Density: 6.2 Dwelling Units per Acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-648.

Support/Opposition: None known.

Recommendation: On May 2, 2019 the Planning and Zoning Commission recommend **approval** of the Preliminary Plat, Case FS18-647, to the Mayor and City Council.

33 **Existing Land Zoning:**



RM-9 PUD	Mixed Use PUD	RM-9 PUD
Mixed Use PUD / RM-9 PUD	RM-9 PUD	PAD Asante (LDR)
RM-9 PUD	RM-9 PUD / PAD Asante (OS)	PAD Asante (LDR)

34 **Background:**

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

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

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

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

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

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

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

September 26, 2018: The applicant filed a related request for a Preliminary Plat under case FS18-648, the subject case.

January 22, 2019: The Community Development Director approved a Minor Zoning Amendment to the Paradiso Asante PUD to modify certain development standards for the subject site.

April 2, 2019: The Mayor and City Council approved the Master Plat for Heritage Asante Phase 1.

May 2, 2019: The Planning and Zoning Commission recommend approval of the Preliminary Plat, Case FS18-648, to the Mayor and City Council.

Project Description:

Hilgart Wilson, LLC. on behalf of LCD Asante, LLC., requests approval of a Preliminary Plat to allow for the development of a single-family residential subdivision on approximately 27 acres in parcel 1 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue. The applicant proposes 168 residential lots and landscape tracts for open space and retention.

The subject property is zoned RM-9 with a PUD Overlay. This development proposes 168 single-family attached homes (duplexes) and a total density of 6.2 dwelling units per acre which is consistent with the approved PUD Overlay. The typical lot size proposed in this subdivision is 40' x 85'. This development dedicates approximately 4.89 acres (19.20%) for open space which includes a shaded seating area in Tracts B and N. The multi-use amenity parcel (Parcel 4) is located directly west of the subject parcel. Additional landscape and retention basins also contribute to the total open space.

The proposed subdivision shows two (2) access points into the site; one (1) located on the west side from Asante Boulevard and the other located on the northwest side from Fallen Leaf Lane. Access into this community will be restricted with gates at the entrance on Asante Boulevard north of 173rd Avenue. The project proposes good pedestrian connectivity from the residential lots to the open space tracts, to the proposed sidewalks along Asante Boulevard, and to the future development to the northeast (Heritage Asante Parcel 2).

This Preliminary application is in conjunction with a related Final Plat application which will be presented to the Mayor and City Council for action on June 4, 2019.

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 ADOT were included in the routing of this case. These agencies also indicate no objections.

90 **Summary:**

91
92 The proposed Preliminary Plat meets the requirements of the Asante Paradiso PUD, the
93 Surprise Municipal Code, and the General Plan.

94
95 **Findings:**

- 96
97 • The proposed Preliminary Plat is consistent with the Surprise General Plan 2035
98 • The proposed Preliminary Plat is consistent with the Paradiso Asante PUD as
99 amended under case FS18-422.
100 • The reviewing agencies have indicated no objections to the request

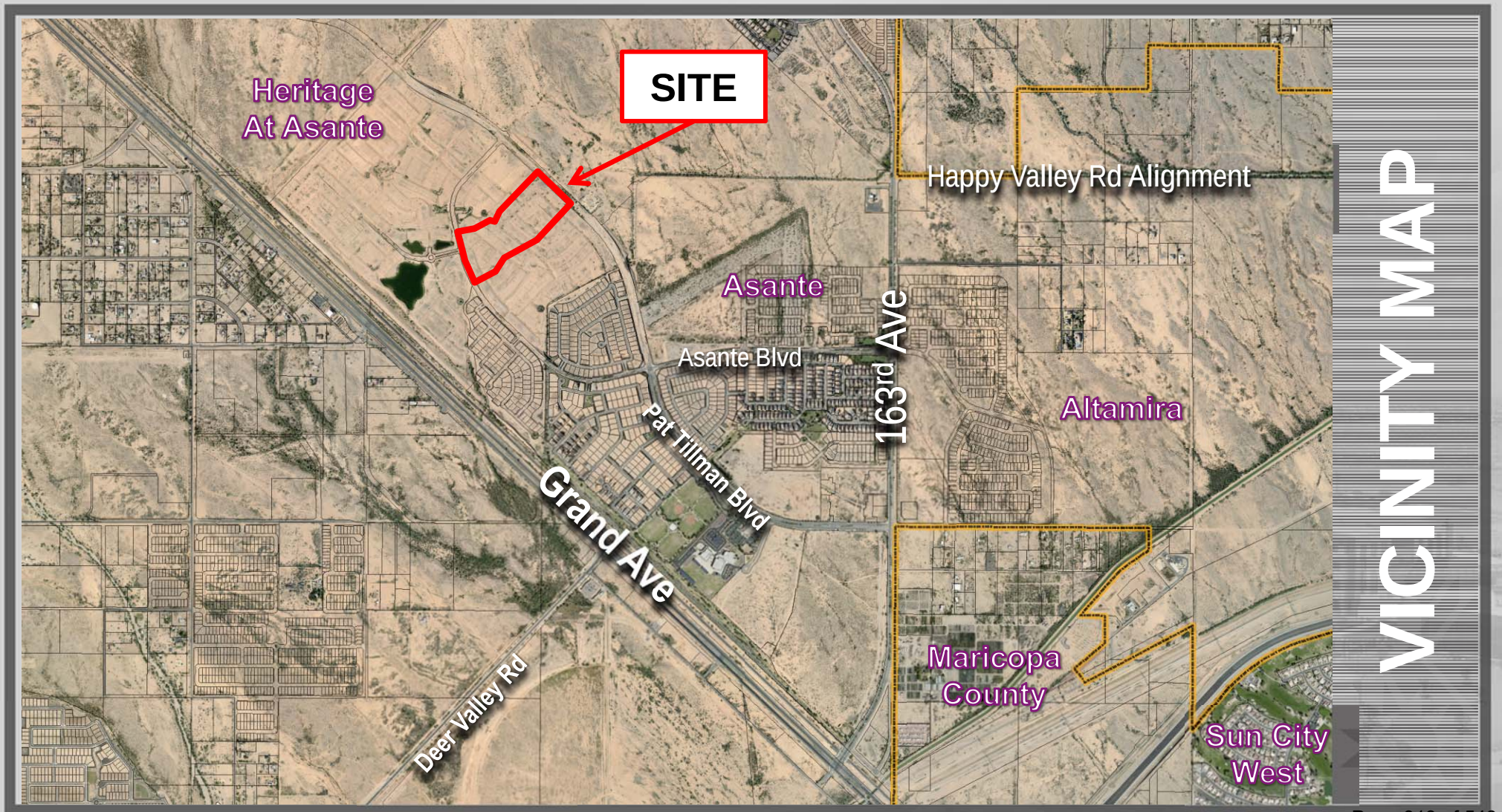
101
102 **Recommendation:**

103
104 On May 2, 2019 the Planning and Zoning Commission recommend **approval** of the
105 Preliminary Plat, Case FS18-647, to the Mayor and City Council.

106
107 However, should the City Council wish to **deny** of the request, the City Council should
108 make its own findings and base its decision on those alternative findings.

109
110 **Attachments:**

- 111
112 01 Vicinity Map
113 02 Phase 1 Site Plan
114 03 Preliminary Plat
115 04 Landscape Plans



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HILGARTWILSON		HERITAGE ASANTE		HILGARTWILSON	
PROJ NO.: 1909		CITY OF SURPRISE, ARIZONA		ENGINEER PLAN SURVEY MANAGE	
DATE: MARCH 2019		SCALE: 1"=180'		2141 E. HIGHLAND AVE., STE. 250	
SCALE: 1"=180'		DRAWN: HW		PHOENIX, AZ 85016	
DRAWN: HW		DESIGNED: HW		P: 602.490.0535 / F: 602.368.2436	
DESIGNED: HW		APPROVED: ZH		www.hilgartwilson.com	
APPROVED: ZH		DWG. NO.		REV:	
1		1			
SHT. 1 OF 1					

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LEGAL DESCRIPTION

A PORTION OF LAND LOCATED 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 EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS SOUTH 00°43'44" WEST, 2,644.11 FEET;

THENCE NORTH 00°42'32" EAST, 1729.53 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE POINT OF BEGINNING;

THENCE SOUTH 43°31'21" WEST, 177.18 FEET;

THENCE SOUTH 61°33'28" WEST, 518.15 FEET;

THENCE SOUTH 38°03'56" WEST, 191.80 FEET;

THENCE SOUTH 39°06'51" WEST, 62.76 FEET;

THENCE SOUTH 50°38'45" WEST, 61.11 FEET;

THENCE SOUTH 57°16'35" WEST, 69.04 FEET;

THENCE SOUTH 60°51'30" WEST, 171.76 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2042.00 FEET, THE CENTER OF WHICH BEARS NORTH 61°39'40" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°12'47", AN ARC LENGTH OF 7.60 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 163.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°02'04", AN ARC LENGTH OF 59.84 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 137.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°14'10", AN ARC LENGTH OF 57.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEST ASANTE BOULEVARD AS SHOWN ON THE MAP OF DEDICATION OF ASANTE PHASE TWO FILED AS BOOK 885, PAGE 46, MARICOPA COUNTY RECORDERS, TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°19'39", AN ARC LENGTH OF 300.13 FEET TO A NON-TANGENT LINE;

THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 29°18'05" EAST, 27.98 FEET;

THENCE NORTH 15°04'13" WEST, 70.00 FEET;

THENCE NORTH 59°26'41" WEST, 27.98 FEET TO A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2065.00 FEET, THE CENTER OF WHICH BEARS NORTH 76°27'21" EAST;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°10'48", AN ARC LENGTH OF 42.53 FEET TO A TANGENT LINE;

THENCE NORTH 12°21'51" WEST, 214.64 FEET;

THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 77°46'15" EAST, 116.18 FEET;

THENCE SOUTH 56°13'12" EAST, 12.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 70.50 FEET, THE CENTER OF WHICH BEARS SOUTH 56°13'12" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°55'43", AN ARC LENGTH OF 110.65 FEET TO A NON-TANGENT LINE;

THENCE NORTH 33°42'31" EAST, 23.02 FEET;

THENCE NORTH 63°38'38" EAST, 250.00 FEET;

THENCE SOUTH 71°57'32" EAST, 69.57 FEET;

THENCE NORTH 18°02'28" EAST, 36.48 FEET;

THENCE NORTH 24°43'10" EAST, 96.86 FEET;

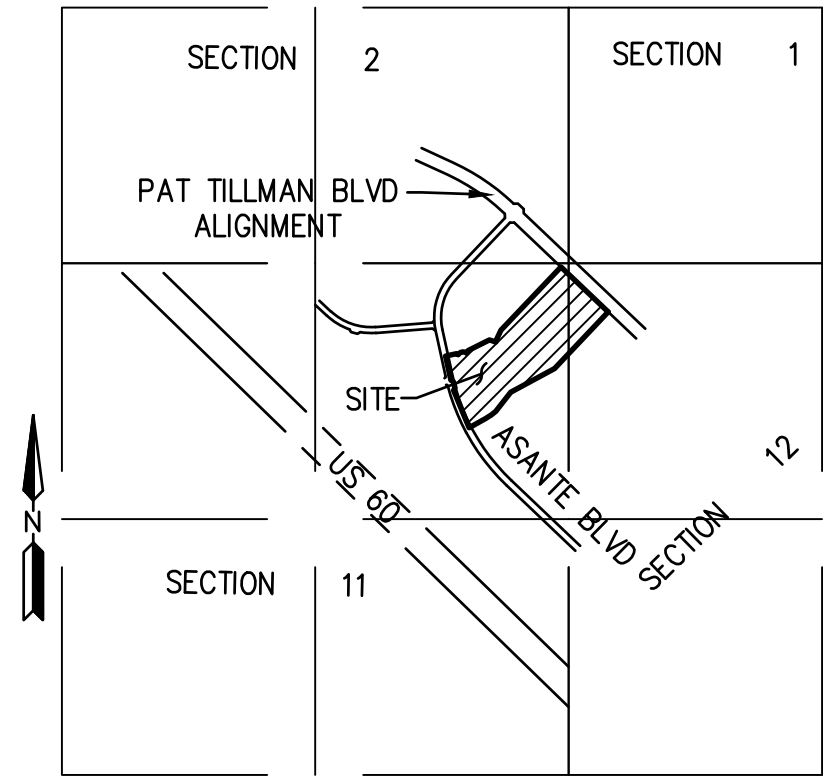
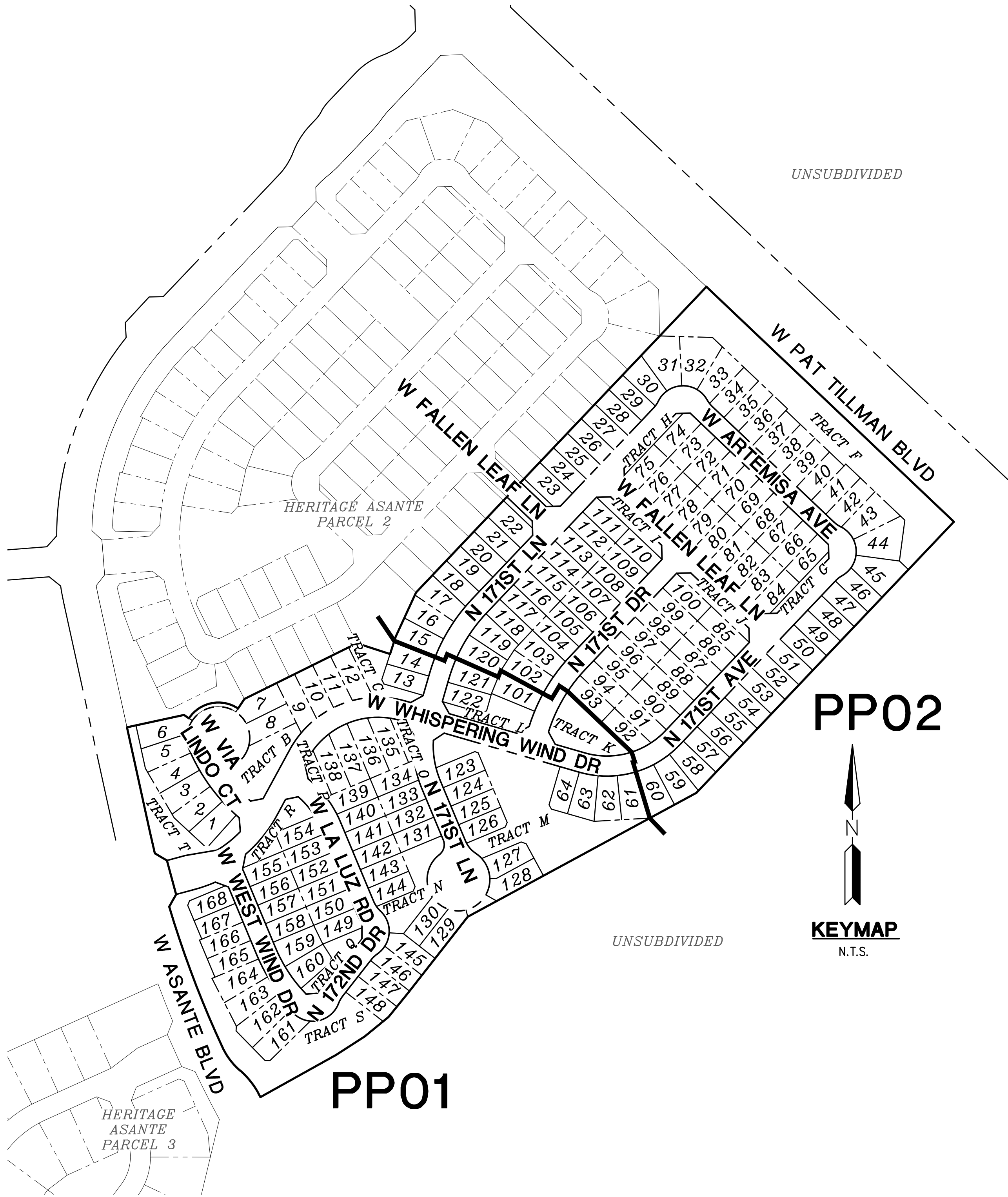
THENCE NORTH 43°31'21" EAST, 840.19 FEET;

THENCE SOUTH 46°28'39" EAST, 680.00 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PAT TILLMAN BOULEVARD AS SHOWN ON SAID MAP OF DEDICATION OF ASANTE PHASE TWO;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 43°31'21" WEST, 567.83 FEET TO THE POINT OF BEGINNING.

PRELIMINARY PLAT FOR HERITAGE ASANTE - PARCEL 1 SURPRISE, ARIZONA

A PORTION OF THE NORTH EAST QUARTER OF SECTION 11, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 12 OF TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP NOT TO SCALE

ENGINEER

HILGARTWILSON
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZHILGART@HILGARTWILSON.COM

OWNER

LCD ASANTE LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282
PHONE: (480) 777-4625
CONTACT: TODD SKORO

BASIS OF BEARING

S00°43'44"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE FINAL PLAT FOR ASANTE PHASE ONE, UNIT FIVE, RECORDED IN BOOK 888, PAGE 20 OF MARICOPA COUNTY RECORDS.

BENCHMARK

FOUND 2" BRASS DISK IN THE NORTHEAST CURB RETURN ON PAT TILLMAN BOULEVARD, 500± WEST OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

SHEET INDEX

CV01 COVER SHEET
CV02 NOTES & DETAILS
PP01-PP02 PRELIMINARY PLAT

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

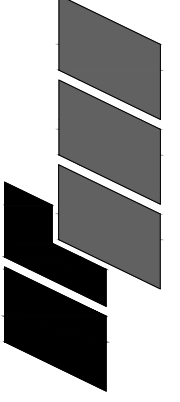
UTILITIES

WATER CITY OF SURPRISE
SEWER CITY OF SURPRISE
ELEC. APS
GAS SOUTHWEST GAS
TELEPHONE CENTURY LINK
CABLE TV COX
POLICE CITY OF SURPRISE
FIRE CITY OF SURPRISE
ELEMENTARY SCHOOL DISTRICT DYSART UNIFIED SCHOOL DISTRICT
HIGH SCHOOL DISTRICT DYSART UNIFIED SCHOOL DISTRICT

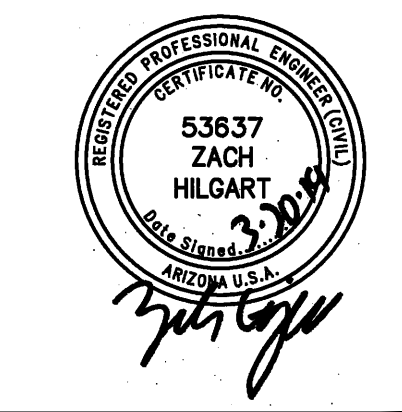
100 YEAR ASSURED WATER SUPPLY

THIS SUBDIVISION IS WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

REV: _____



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



HERITAGE ASANTE - PARCEL 1

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON

PROJ NO.: 1909
DATE: MAR 2019
SCALE: N.T.S.
DRAWN: HW
DESIGNED: HW
APPROVED: ZH

DWG. NO.
CV01
SHT. 1 OF 4



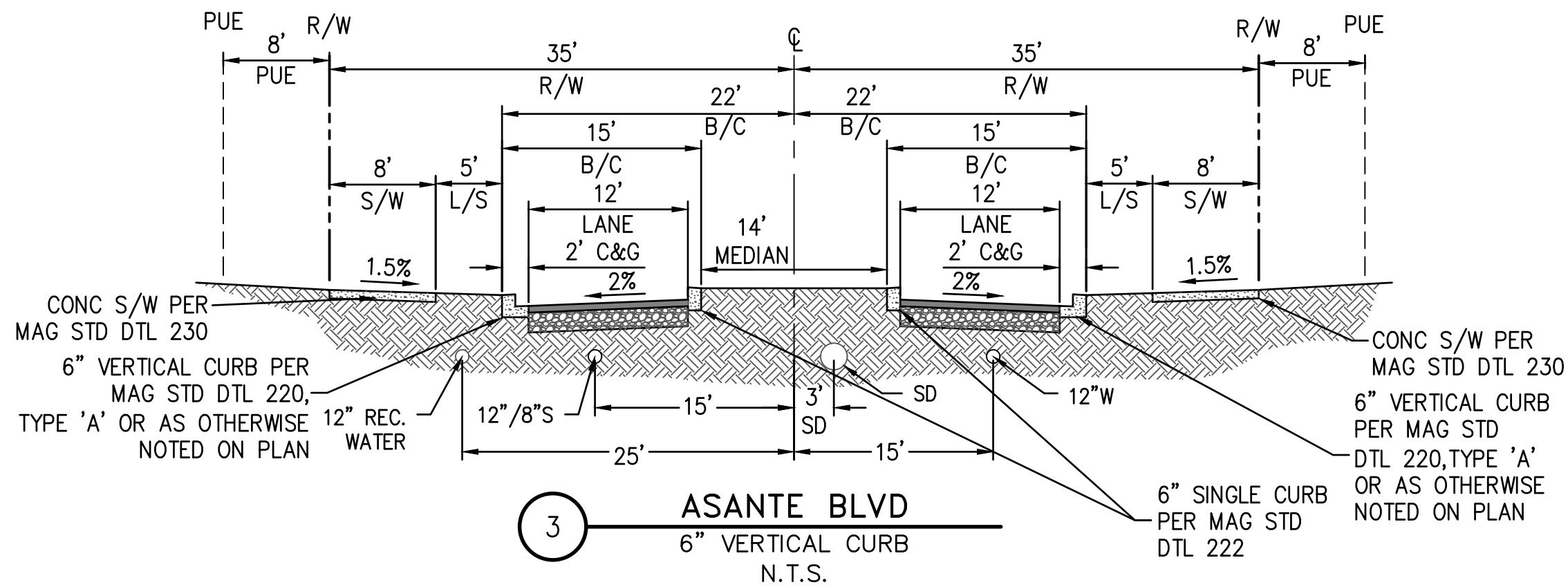
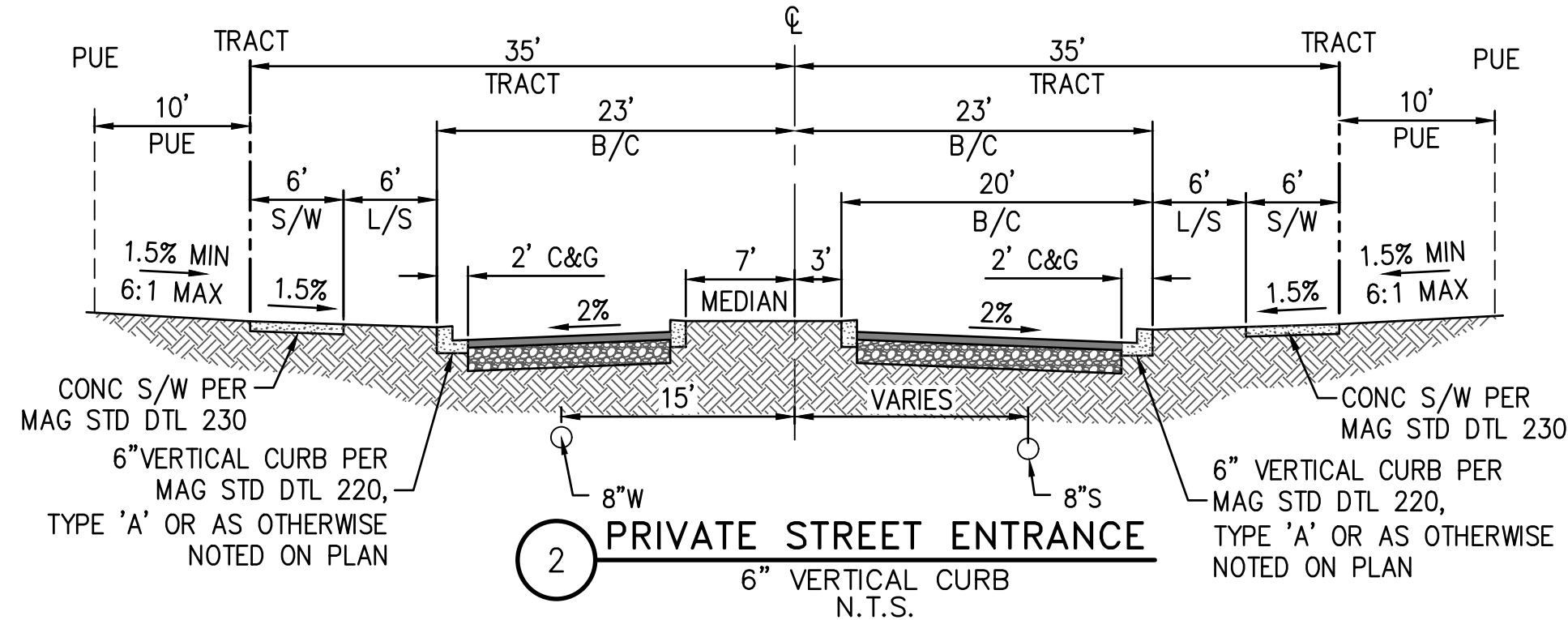
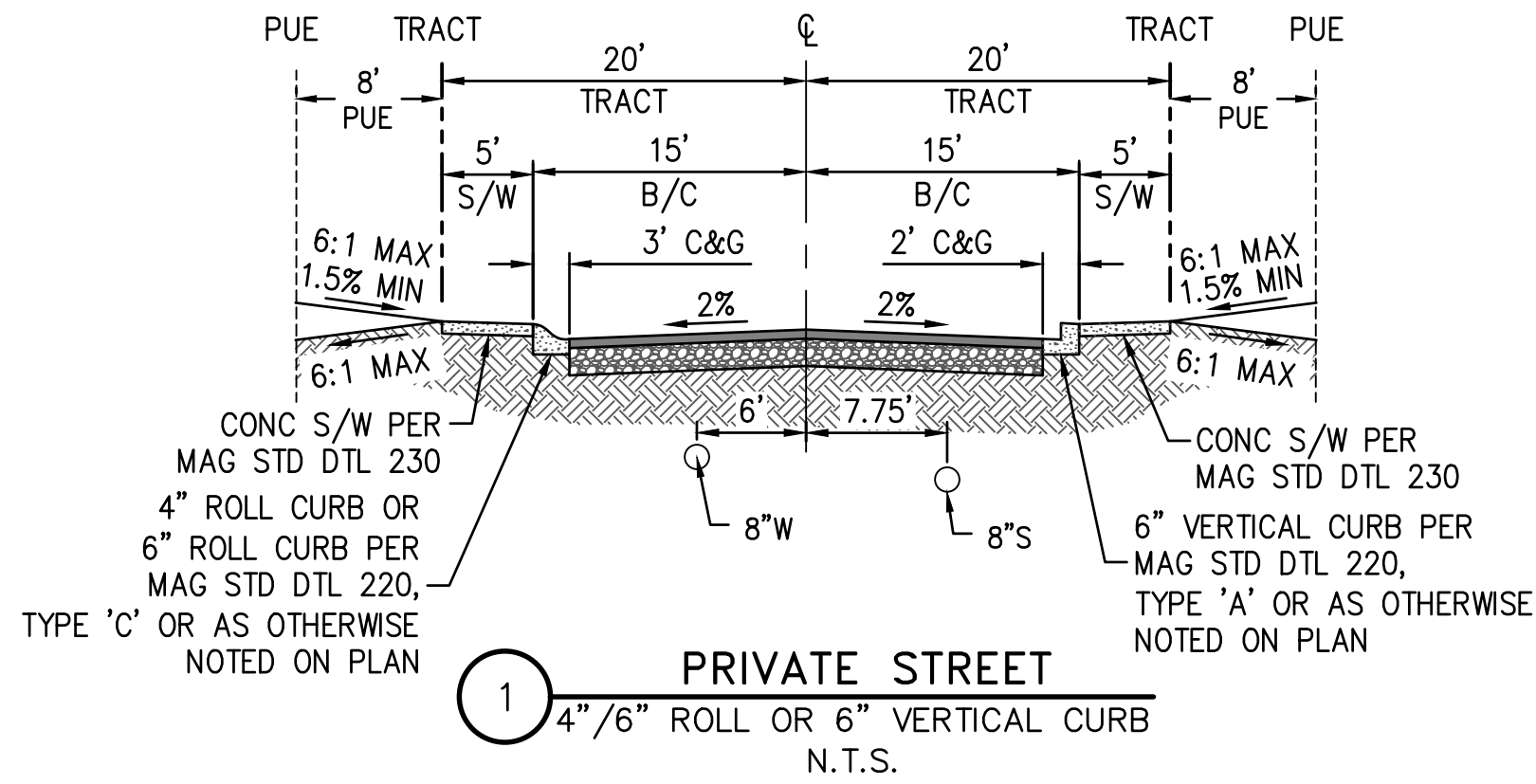
LOT TABLE

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
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12	4155	0.10	36	4000	0.09	60	4326	0.10	84	3750	0.09	108	3600	0.08	132	3505	0.08	156	3500	0.08
13	3480	0.08	37	3800	0.09	61	4277	0.10	85	4179	0.10	109	3600	0.08	133	3509	0.08	157	3500	0.08
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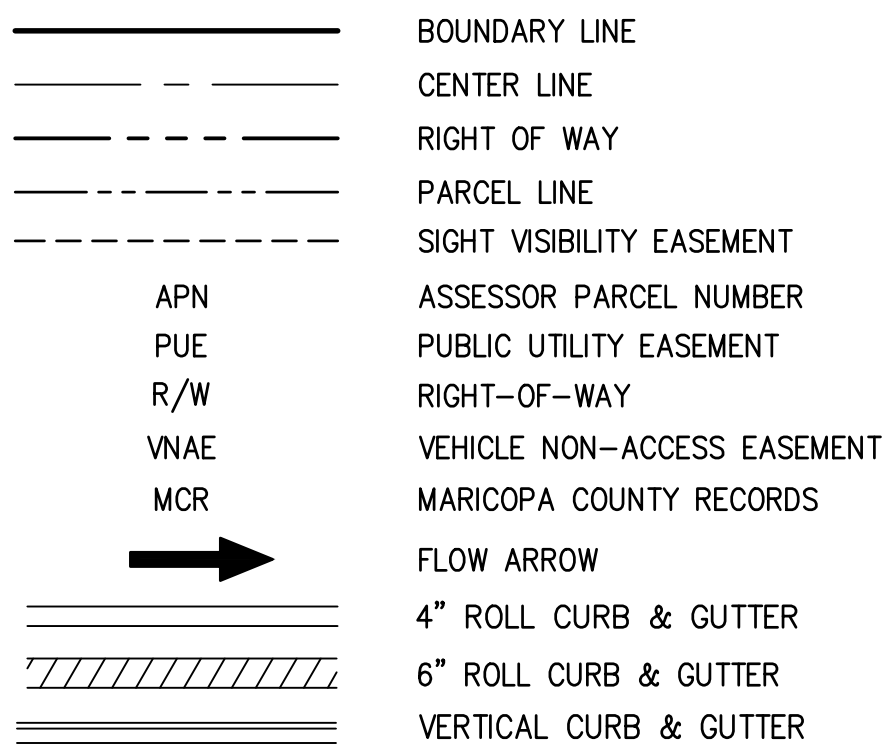
TRACT TABLE

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	5.56	PRIVATE ACCESSWAY
TRACT B	0.24	COMMON AREA & DRAINAGE
TRACT C	0.14	COMMON AREA & DRAINAGE
TRACT D	0.02	COMMON AREA
TRACT E	0.02	COMMON AREA
TRACT F	1.17	COMMON AREA & DRAINAGE
TRACT G	0.04	COMMON AREA
TRACT H	0.04	COMMON AREA
TRACT I	0.07	COMMON AREA
TRACT J	0.08	COMMON AREA
TRACT K	0.25	COMMON AREA & DRAINAGE
TRACT L	0.15	COMMON AREA & DRAINAGE
TRACT M	0.91	COMMON AREA & DRAINAGE
TRACT N	0.23	COMMON AREA & DRAINAGE
TRACT O	0.05	COMMON AREA
TRACT P	0.05	COMMON AREA
TRACT Q	0.12	COMMON AREA
TRACT R	0.14	COMMON AREA
TRACT S	0.83	COMMON AREA & DRAINAGE
TRACT T	0.31	COMMON AREA & DRAINAGE
TRACT U	0.02	COMMON AREA
TRACT V	0.02	COMMON AREA

*COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPE, PEDESTRIAN PATHS, AND/OR AMENITIES.



LEGEND

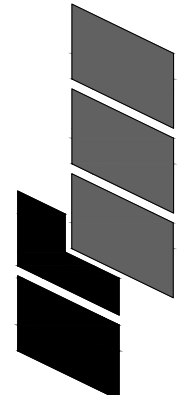


MINIMUM SUBDIVISION SIZE	N/A
MIN. AREA	2,730 SF
MIN. WIDTH – INTERIOR LOT	35'
MIN. DEPTH	70'
MAX BLDG. HEIGHT	30'
FRONT SETBACK – PRIVATE STREET	8'
FRONT/REAR SETBACK TO FACE OF GARAGE – PRIVATE STREET	N/A
REAR (3)(5)	5'
SIDES (4)	0'/5'
SIDE – AGGREGATE	10'
MIN. DISTANCE BETWEEN BUILDINGS	10'
COLLECTOR STREET	10'
ARTERIAL STREET	20'

NOTES (ONLY APPLICABLE NOTES FROM ZONING SHOWN):

- (3) PATIO COVERS MAY ENCROACH TO WITHIN 5' OF THE REAR PROPERTY LINE.
- (4) NON-STRUCTURAL ELEMENTS SUCH AS FIREPLACES, BAY WINDOWS, POP-OUTS, PERGOLAS OR PATIO COVERS MAY ENCROACH NO MORE THAN 3" INTO SIDE SETBACKS.
- (5) WHERE A REAR YARD SETBACK IS PROVIDED, IT MUST BE A MINIMUM OF 5'.

SITE SUMMARY TABLE	
	PARCEL 1
OVERALL GROSS AREA (ACRES)	27.26
OVERALL NET (*) AREA (ACRES)	25.50
TOTAL NUMBER OF LOTS: SINGLE FAMILY	168
TOTAL OPEN SPACE (ACRES)	4.89
TOTAL PERCENTAGE OF OPEN SPACE (%)	19.20%
MINIMUM LOT SIZE (SF)	3,429
AVERAGE LOT SIZE (SF)	3,901
MAXIMUM LOT SIZE (SF)	6,183
MINIMUM LOT WIDTH (FT)	40'
MINIMUM LOT DEPTH (FT)	88'
DENSITY (DU/AC): PER GROSS AREA	6.2
TAX ASSESSORS PARCEL NUMBER	503-73-770
*NET EXCLUDES W. ASANTE BLVD & W. PAT TILLMAN BLVD	



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



HERITAGE ASANTE - PARCEL 1

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON

PROJ NO.:	1909
-----------	------

DATE: MAR 2019
SCALE: N.T.S.

DESIGNED: HW
APPROVED: 7H

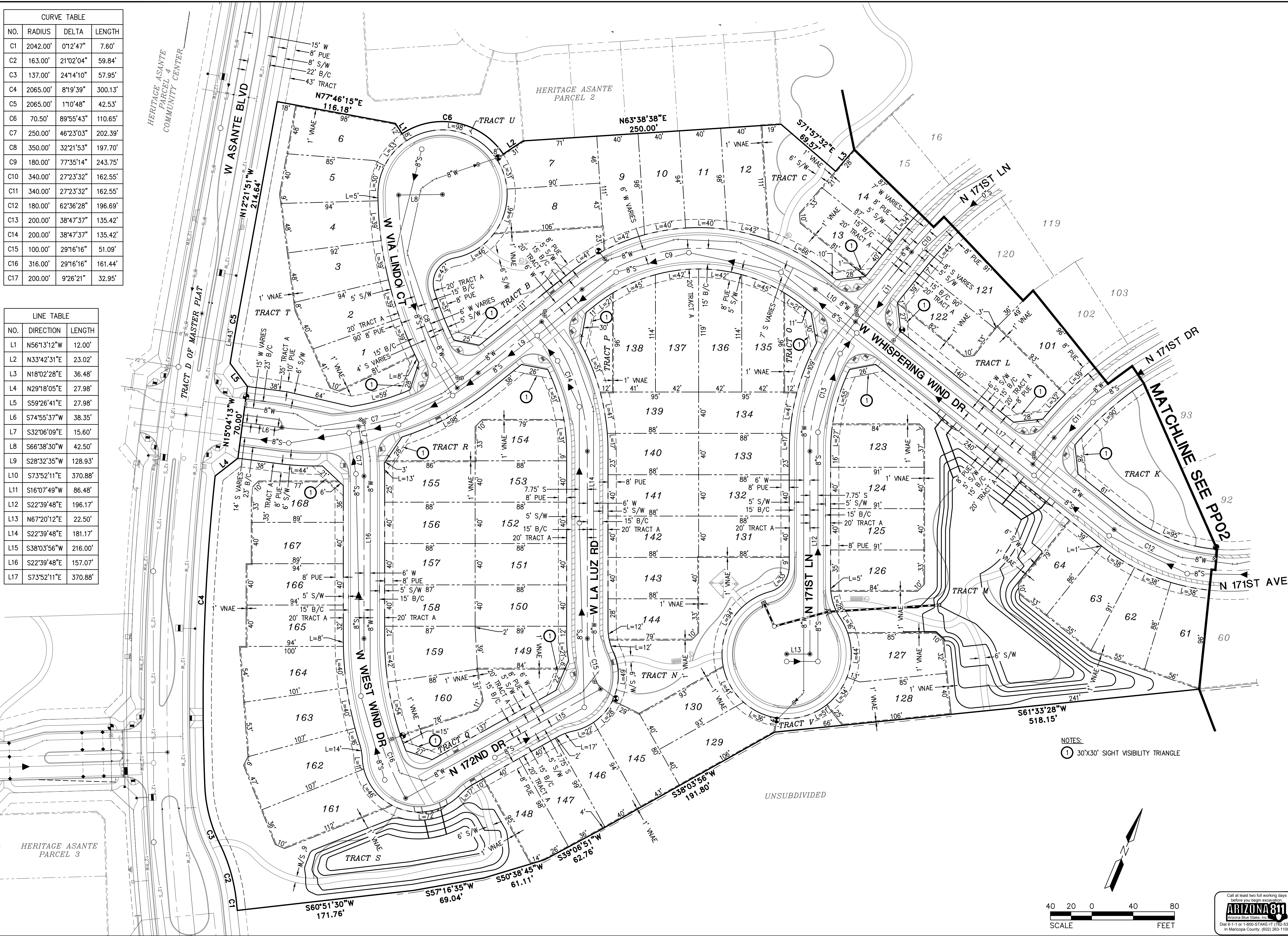
DWG. NO.

CV02

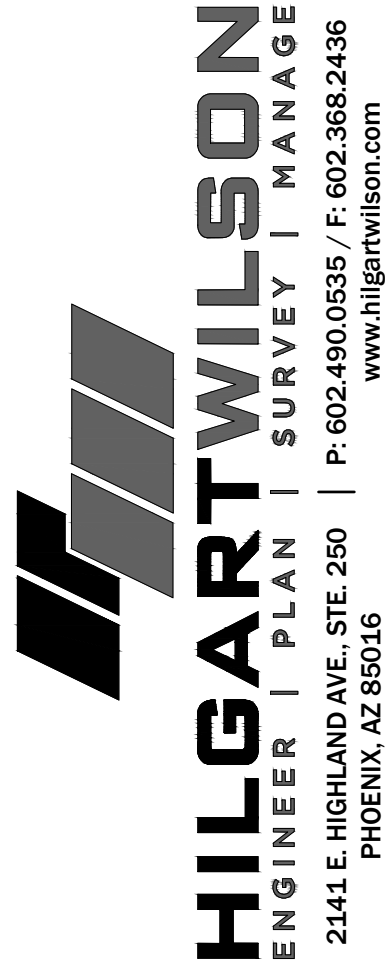
FS18-648

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	2042.00'	01°2'47"	7.60'
C2	163.00'	21°02'04"	59.84'
C3	137.00'	24°14'10"	57.95'
C4	2065.00'	8°19'39"	300.13'
C5	2065.00'	11°0'48"	42.53'
C6	70.50'	89°55'43"	110.65'
C7	250.00'	46°23'03"	202.39'
C8	350.00'	32°21'53"	197.70'
C9	180.00'	77°35'14"	243.75'
C10	340.00'	27°23'32"	162.55'
C11	340.00'	27°23'32"	162.55'
C12	180.00'	62°36'28"	196.69'
C13	200.00'	38°47'37"	135.42'
C14	200.00'	38°47'37"	135.42'
C15	100.00'	29°16'16"	51.09'
C16	316.00'	29°16'16"	161.44'
C17	200.00'	9°26'21"	32.95'

LINE TABLE		
NO.	DIRECTION	LENGTH
L1	N56°13'12"W	12.00'
L2	N33°42'31"E	23.02'
L3	N18°02'28"E	36.48'
L4	N29°18'05"E	27.98'
L5	S59°26'41"E	27.98'
L6	S74°55'37"W	38.35'
L7	S32°06'09"E	15.60'
L8	S66°38'30"W	42.50'
L9	S28°32'35"W	128.93'
L10	S73°52'11"E	370.88'
L11	S16°07'49"W	86.48'
L12	S22°39'48"E	96.17'
L13	N67°20'12"E	22.50'
L14	S22°39'48"E	181.17'
L15	S38°03'56"W	216.00'
L16	S22°39'48"E	157.07'
L17	S73°52'11"E	370.88'



REV.:



HERITAGE ASANTE - PARCEL 1

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

THE JAVIER PEARCE

PROJ NO.:	1909
-----------	------

DATE: MAR 2019

SCALE: 1" = 40'

DRAWN: HW
DESIGNED: IJW

DESIGNED: JHW
APPROVED: ZH

WG. NO.

PP01

SHT. 3 OF 4

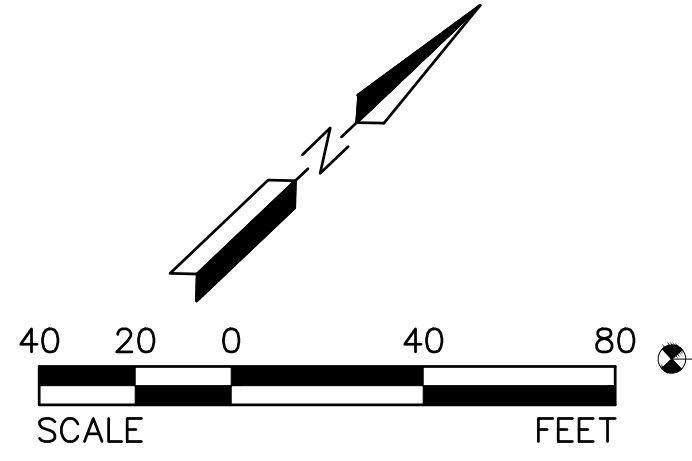
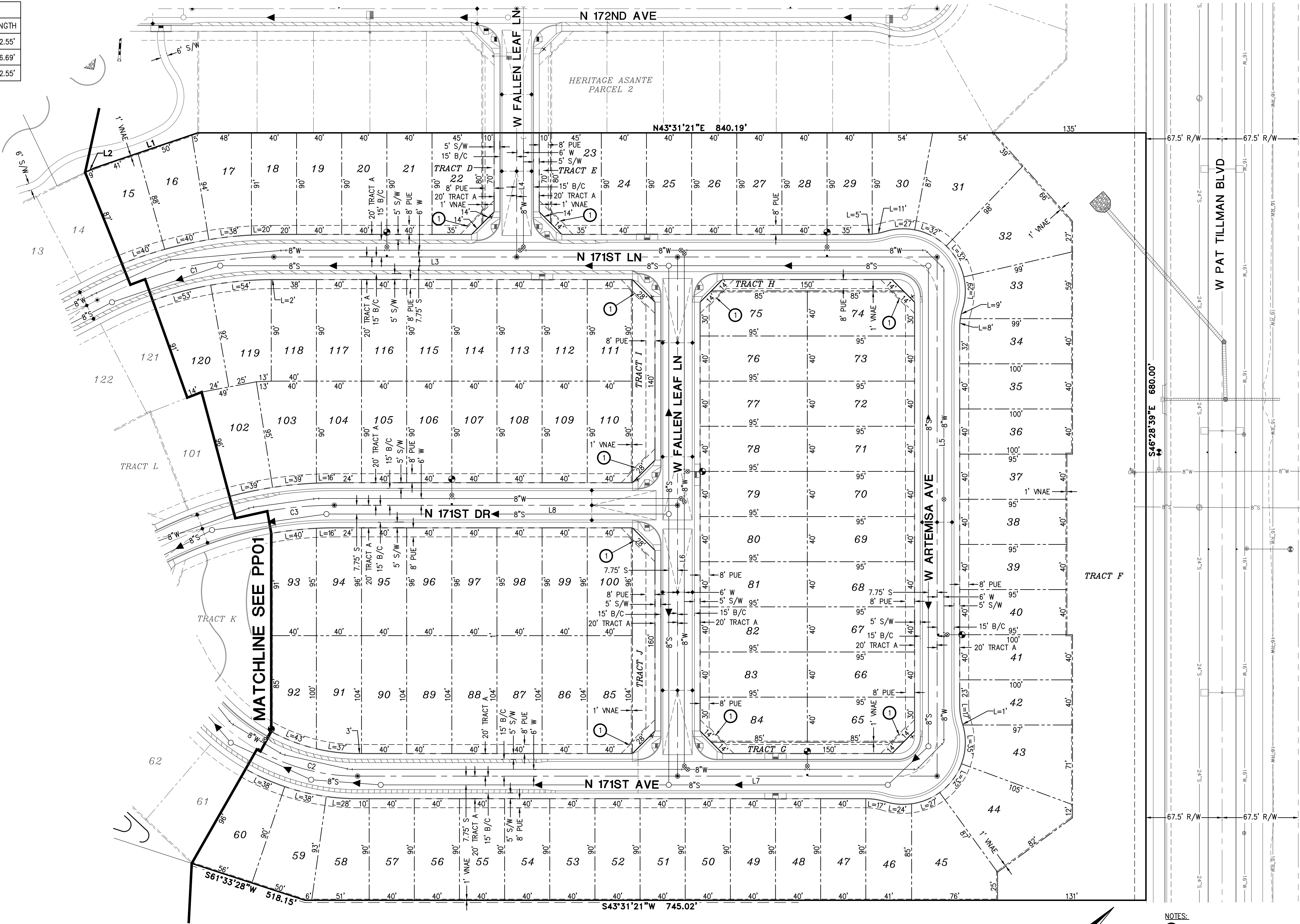
FS18-648

U:\1900\1909\ENGR\PARADISO ASANTE\PARCEL 1\PLANS\PRE-PLAT\1909-PP01.dwg 3/21/2019 9:19 AM

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CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	340.00'	27°23'32"	162.55'
C2	180.00'	62°36'28"	196.69'
C3	340.00'	27°23'32"	162.55'

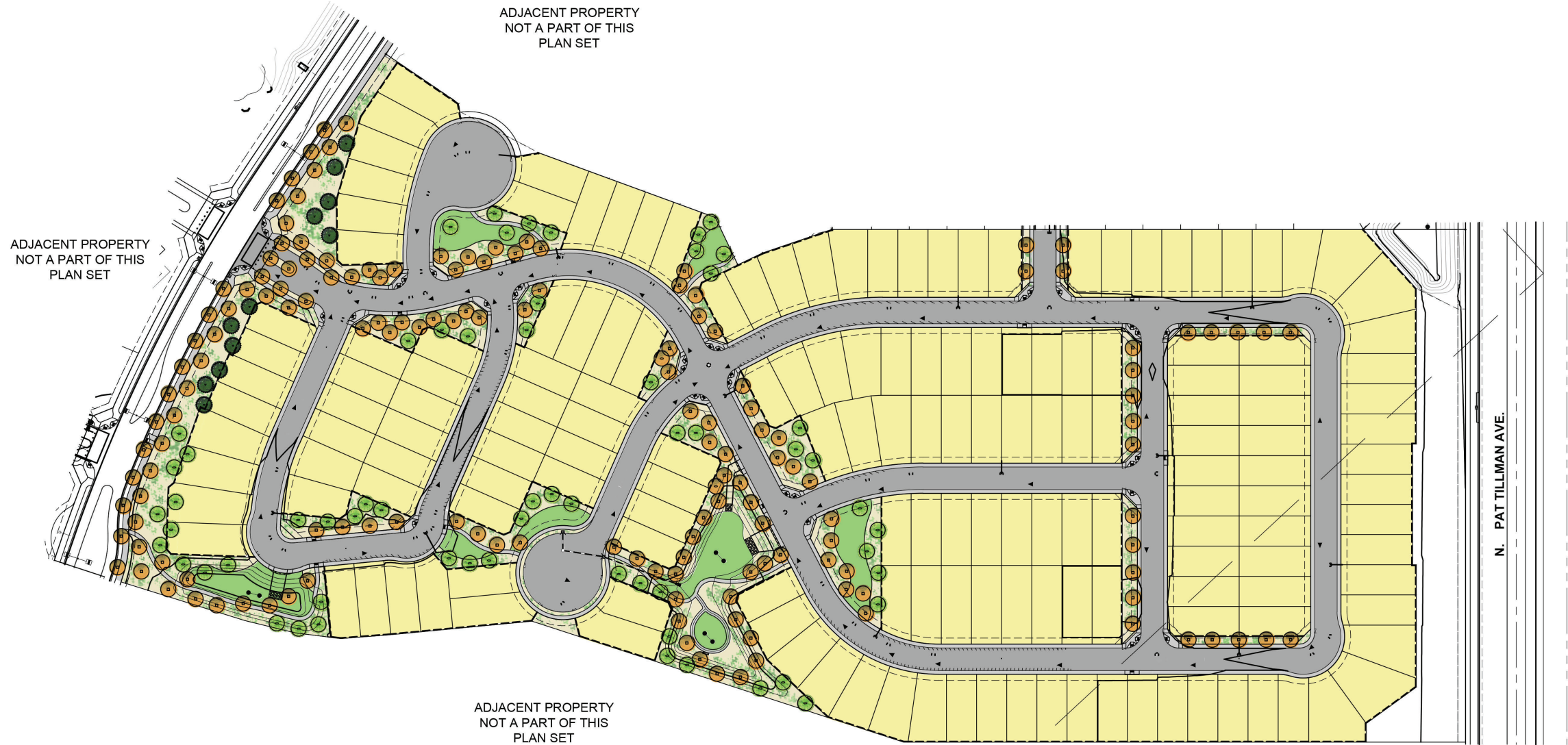
LINE TABLE		
NO.	DIRECTION	LENGTH
L1	N24°43'10"E	96.86'
L2	N18°02'28"E	36.48'
L3	S43°31'21"W	587.73'
L4	S46°28'39"E	110.00'
L5	S46°28'39"E	460.00'
L6	S46°28'39"E	460.00'
L7	S43°31'21"W	513.49'
L8	S43°31'21"W	304.12'



NOTES:
① 30'x30' SIGHT VISIBILITY TRIANGLE



REV:		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	
HERITAGE ASANTE - PARCEL 1 ASANTE BOULEVARD & 163RD AVENUE SURPRISE, ARIZONA		PRELIMINARY PLAT	
HILGARTWILSON	PROJ NO.: 1909	DATE: MAR 2019	DWG. NO. PP02
	SCALE: 1" = 40'	DRAWN: HW	SHT. 4 OF 4
	DESIGNED: HW	APPROVED: ZH	



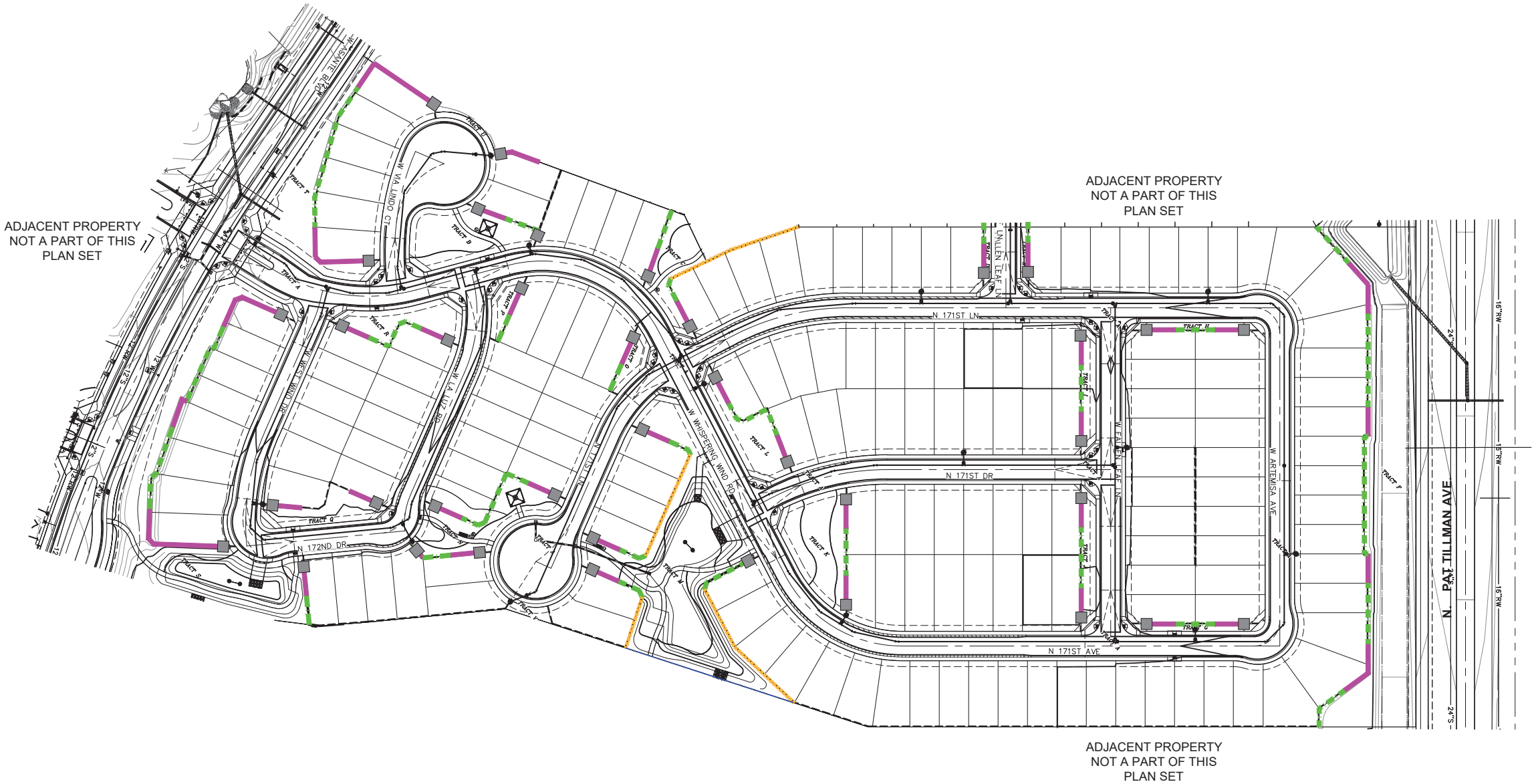
TREE PLANTING LEGEND				
SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY.	
	<i>Prosopis grandulosa</i> HONEY MESQUITE	24" BOX	STANDARD	-
	<i>Pinus eldarica</i> MONDEL PINE	24" BOX	NATURAL	-
	<i>Quercus virginiana</i> SOUTHERN LIVE OAK	24" BOX	NATURAL	-

SHRUB PLANTING LEGEND				
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.	-
	CALAMAGROTIS 'KARL FOERSTER' FOERSTER'S FEATHER REED GRASS	5 GAL.	6'-0" O.C.	-
	DODONAEA VIS. 'PURPUREA' PURPLE HOPSEED BUSH	5 GAL.	5'-0" O.C.	-
	EREMOPHILA 'VALENTINE' VALENTINE EMU BUSH	5 GAL.	5'-0" O.C.	-
	LEUCOPHYLLUM LANGIAMANIAE 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	5'-0" O.C.	-
	MISCANTHUS 'MORNING LIGHT' MORNING LIGHT MAIDEN GRASS	5 GAL.	5'-0" O.C.	-
	MUHLENBERGIA C. 'REGAL MIST' PINK MUHLY	5 GAL.	3'-0" O.C.	-
	MUHLENBERGIA E. 'EL TORO' BULL GRASS	5 GAL.	4'-0" O.C.	-
	SENNA ARTEMISIOIDES FEATHERY SENNA	5 GAL.	5'-0" O.C.	-

	DECOMPOSED GRANITE EXPRESS BROWN	1" SCREENED
	TURF	MIDIRON SOD

WALL LEGEND

- PERIMETER THEME WALL
- THEME WALL PANEL
- PARTIAL VIEW WALL
- VIEW FENCE
- SOUND WALL
- NOT SHOWN
- BUILDER WALL
- THEME PILASTER
- PILASTER
- VEHICULAR EXIT GATES
- PEDESTRIAN GATE

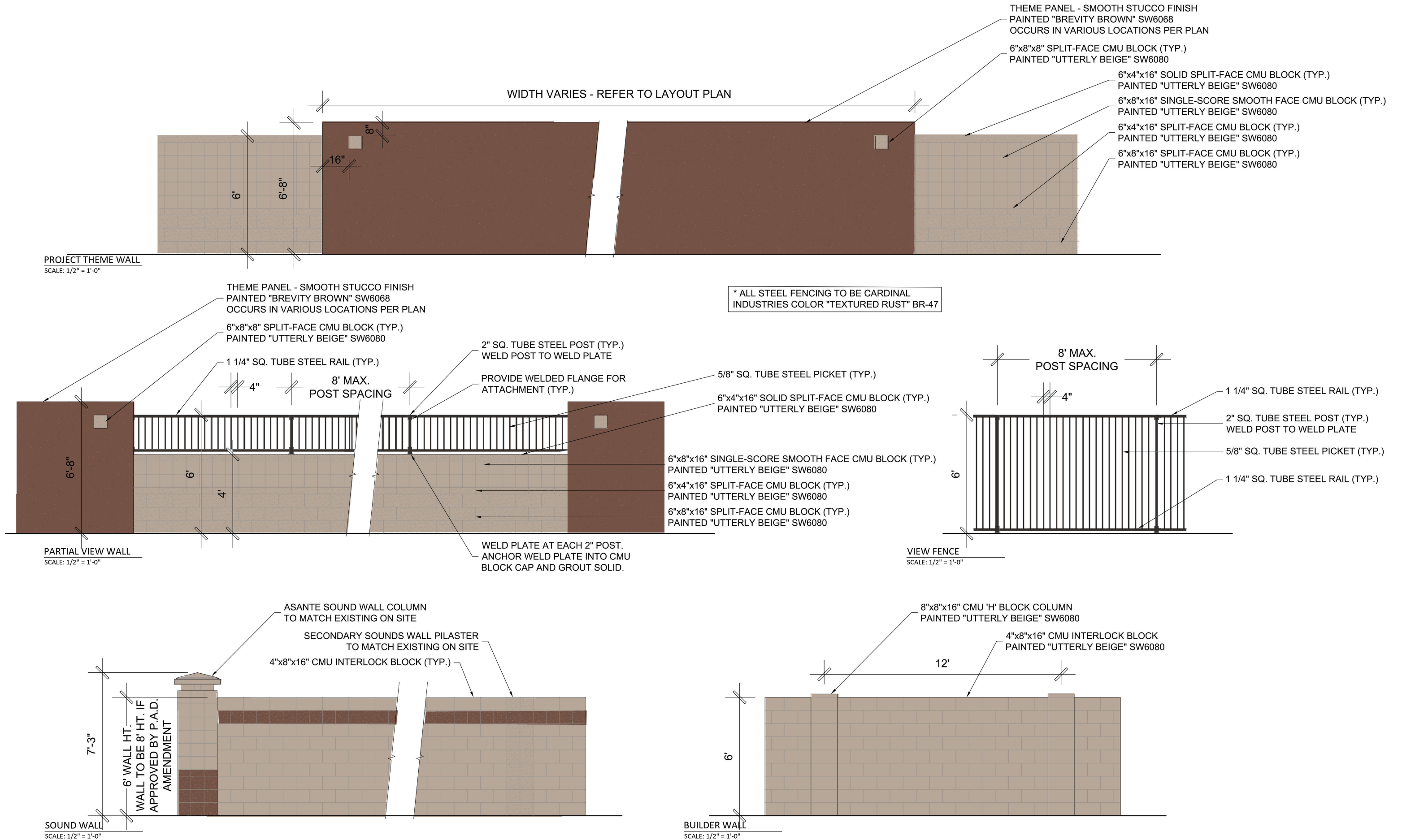


PARADISO ASANTE - Parcel 1

Lennar Homes | Surprise, AZ | November 19, 2018

Preliminary Wall Plan

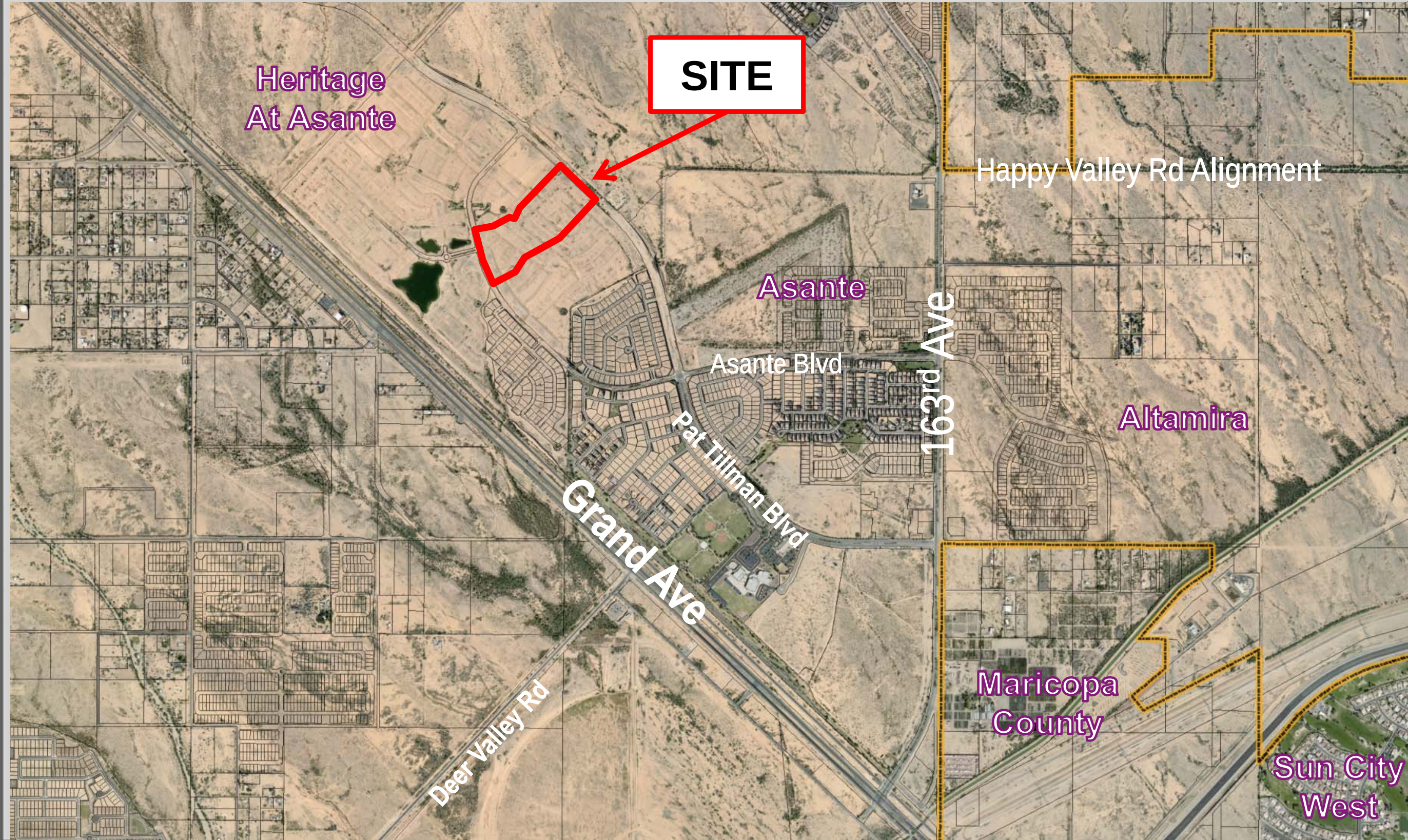




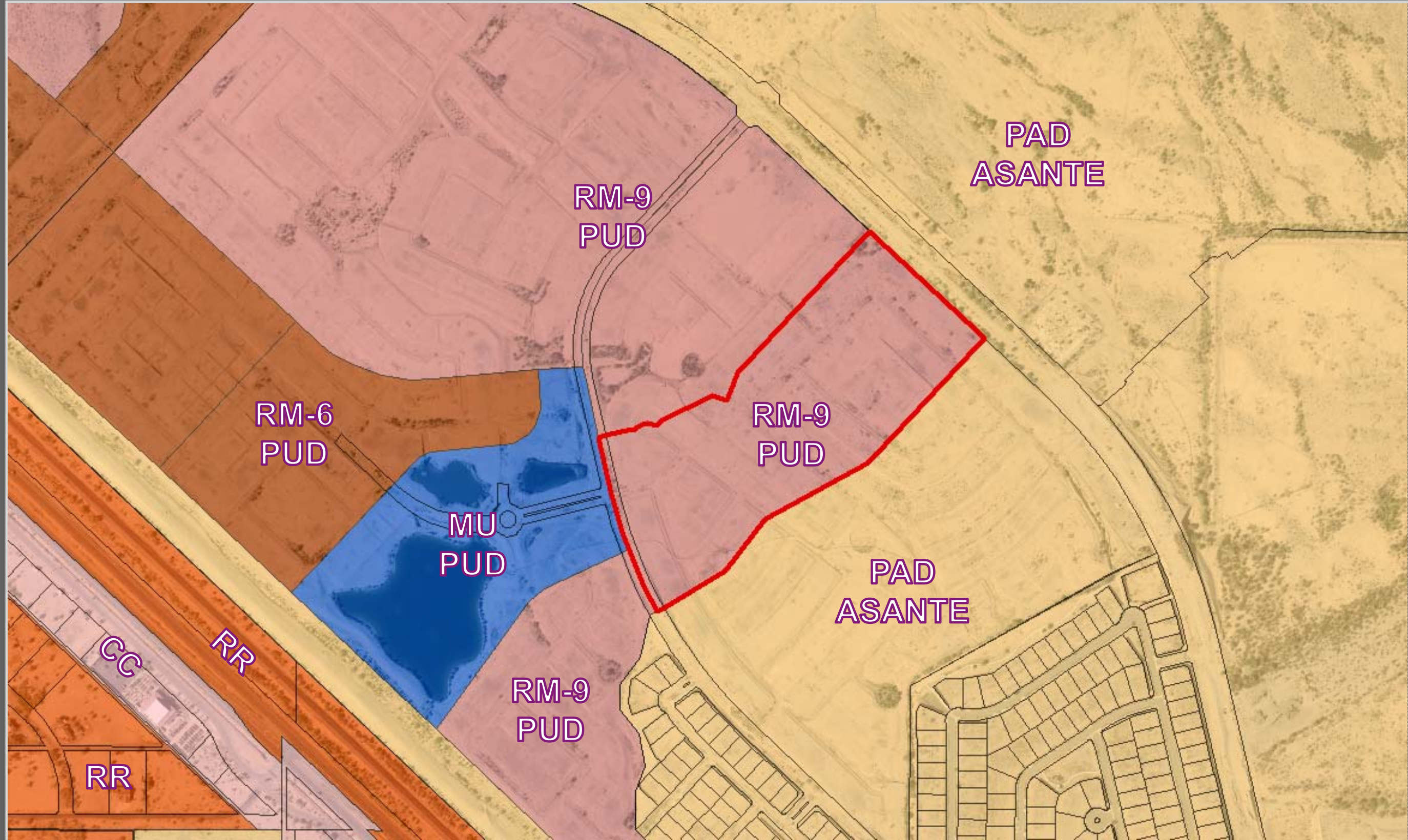


Heritage Asante Parcel 1 Preliminary Plat

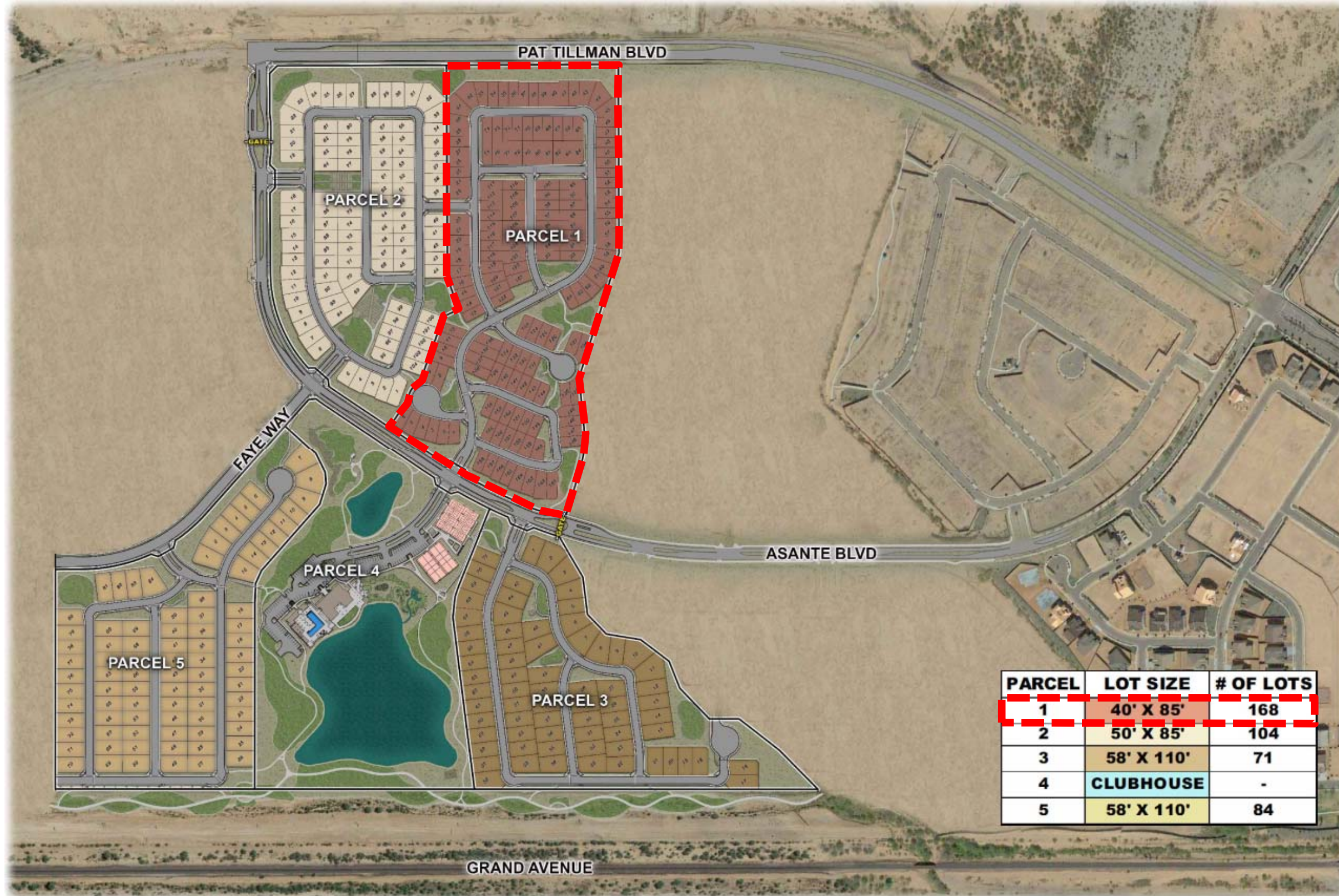
City Council
June 4, 2019



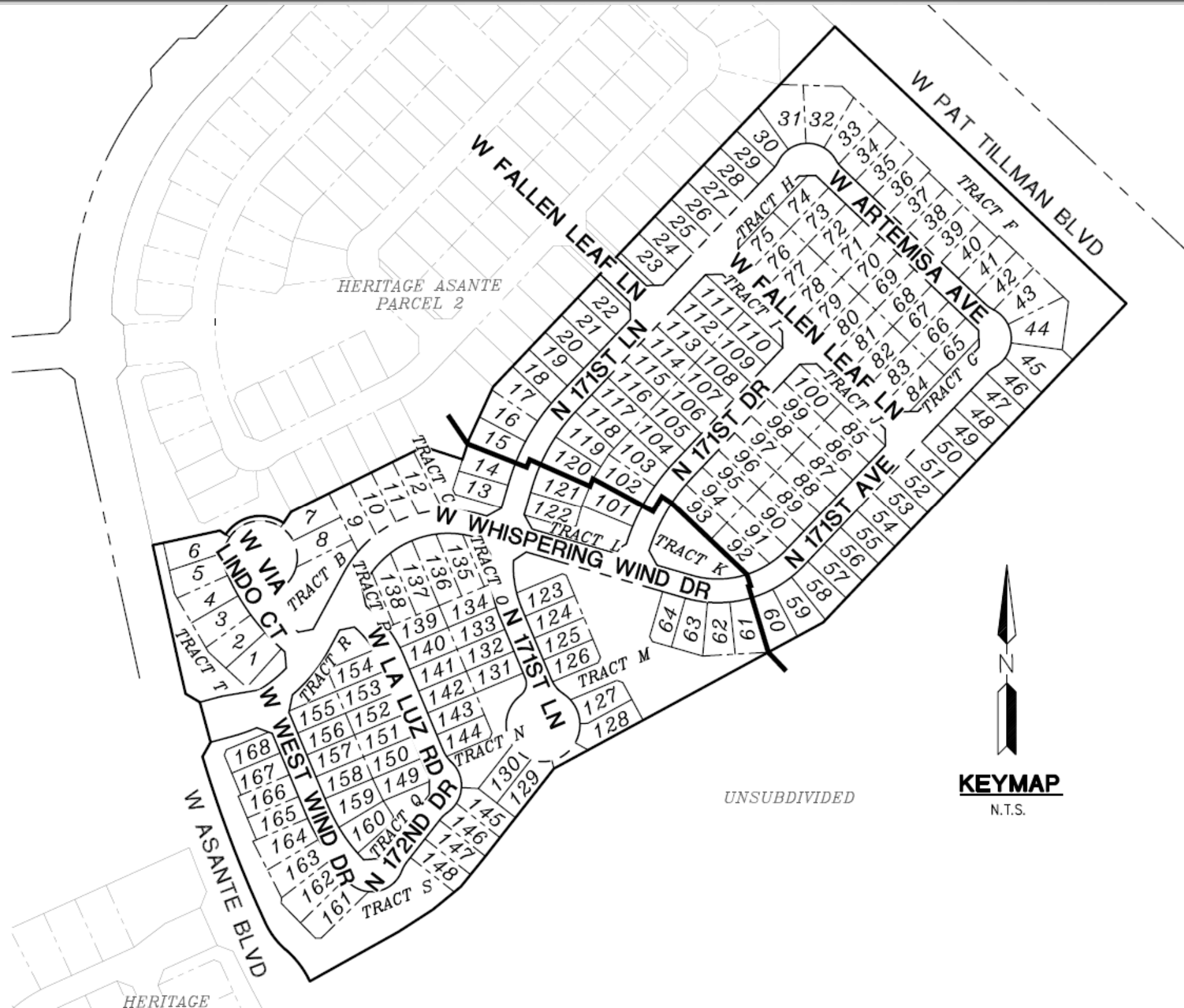
VICINITY MAP



ZONING



HERITAGE ASANTE PHASE 1



PRELIMINARY PLAT



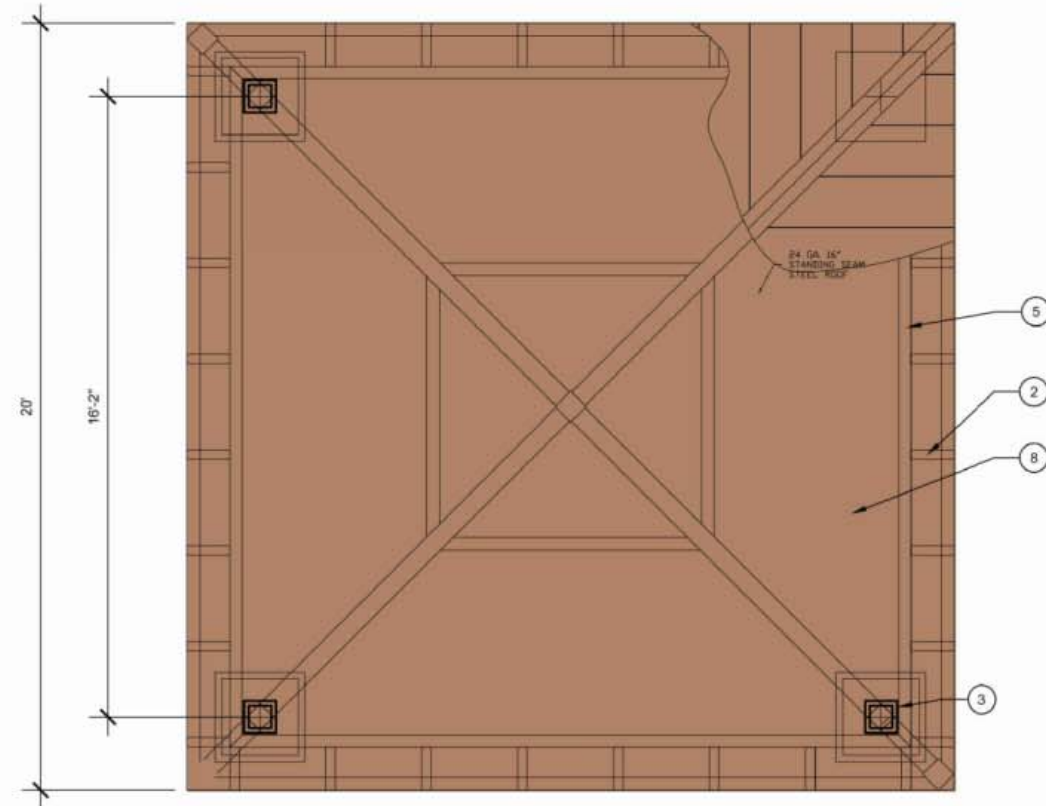
TREE PLANTING LEGEND			
SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY
	<i>Prosopis grandulosa</i> HONEY MESQUITE	24" BOX STANDARD	-
	<i>Pinus edulis</i> MONDEL PINE	24" BOX NATURAL	-
	<i>Quercus virginiana</i> SOUTHERN LIVE OAK	24" BOX NATURAL	-

SHRUB PLANTING LEGEND			
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING QTY.
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL	5'-0" O.C. -
	CALAMAGROTIS 'KARL FOERSTER' FOERSTER'S FEATHER REED GRASS	5 GAL	6'-0" O.C. -
	LEUCOPHYLLUM 'MORNING LIGHT' MORNING LIGHT MAIDEN GRASS	5 GAL	5'-0" O.C. -
	EREMOPHILA 'VALENTINE' VALENTINE EMU BUSH	5 GAL	5'-0" O.C. -
	LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL	5'-0" O.C. -
	MISCANTHUS 'MORNING LIGHT' MORNING LIGHT MAIDEN GRASS	5 GAL	5'-0" O.C. -
	MUHLENBERGIA C. 'REGAL MIST' PINK MUHLY	5 GAL	3'-0" O.C. -
	MUHLENBERGIA E. 'EL TORO' BULL GRASS	5 GAL	4'-0" O.C. -
	SENNA ARTEMISIOIDES FEATHERY SENNA	5 GAL	5'-0" O.C. -

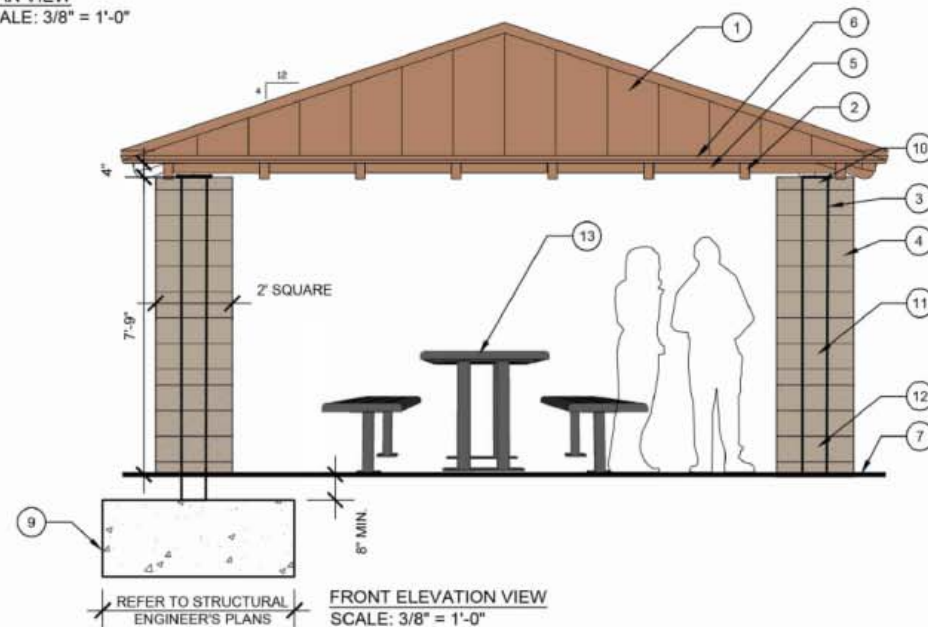
	DECOMPOSED GRANITE EXPRESS BROWN	1" SCREENED
	TURF	MIDIRON SOD



LANDSCAPE PLAN



PLAN VIEW
SCALE: 3/8" = 1'-0"



FRONT ELEVATION VIEW
SCALE: 3/8" = 1'-0"

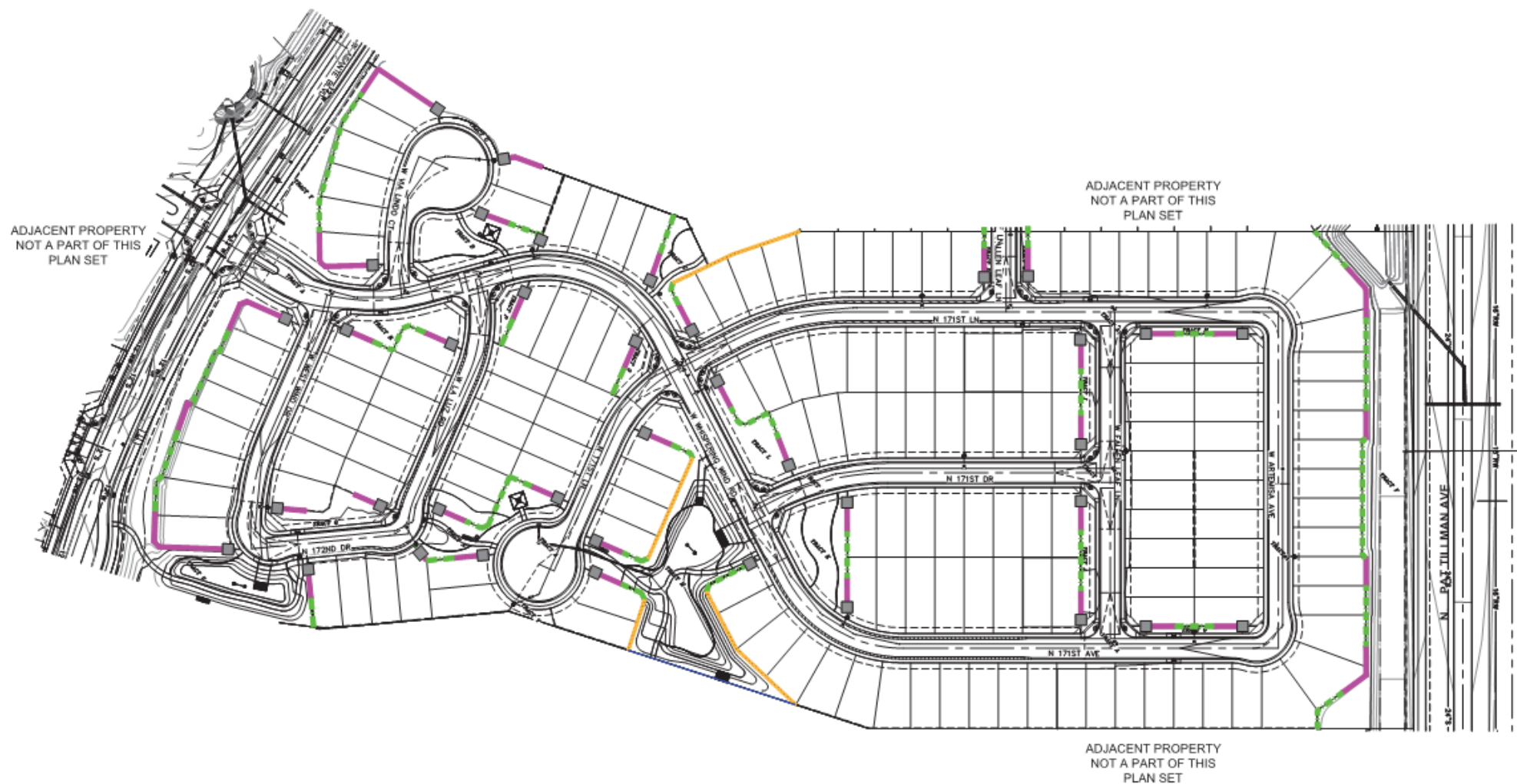
LEGEND

1. 20'X20' "MESA" MODEL RAMADA, AVAIL. FROM CLASSIC RECREATION (www.classicrecreation.com)
2. RAFTER TAIL
3. 8"X8" STUB COLUMN ON TOP TRANSITION PLATE & ROTATED 8"X8" COLUMN
4. COLUMN SURROUND (TO MATCH SECONDARY THEME COLUMNS - REFER TO WALL DETAILS)
5. PERIMETER BEAM
6. 2"X1" ROOF SUPPORT
7. FINISH SURFACE / FINISH GRADE
8. 24" GA. 16" STANDING SEAM STEEL ROOF
COLOR: PATRICIAN BRONZE
9. REINFORCED CONCRETE FOOTING - REFER TO STRUCTURAL ENGINEER'S PLANS, TYP.
10. 6"x4"x16" SOLID SPLIT-FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
11. 6"x8"x16" SINGLE-SCORE SMOOTH FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
12. 6"x8"x16" SPLIT-FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
13. PICNIC TABLE - TABLE 298-60-2HS W/ STEEL SEATS, AVAILABLE FROM DUMOR (www.dumor.com)
COLOR: BRONZE

NOTES:

- REFER TO STRUCTURAL ENGINEER'S DETAILS AND CALCULATIONS FOR ALL CONNECTIONS, REINFORCING AND FOOTING INFORMATION.
- ALL CONNECTORS, FASTENERS AND OTHER HARDWARE TO BE HOT DIPPED GALVANIZED.
- ALL METAL WORK SHALL RECEIVE TWO (2) COATS OF MOISTURE-PROOF PRIMER AND TWO (2) FINISH COATS OF PAINT - REFER TO FINISH SCHEDULE FOR COLOR.

WALL PLAN

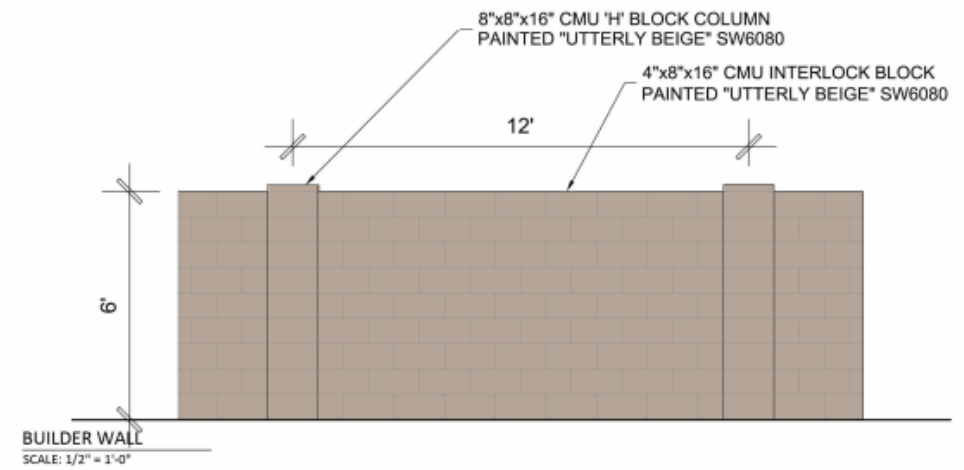
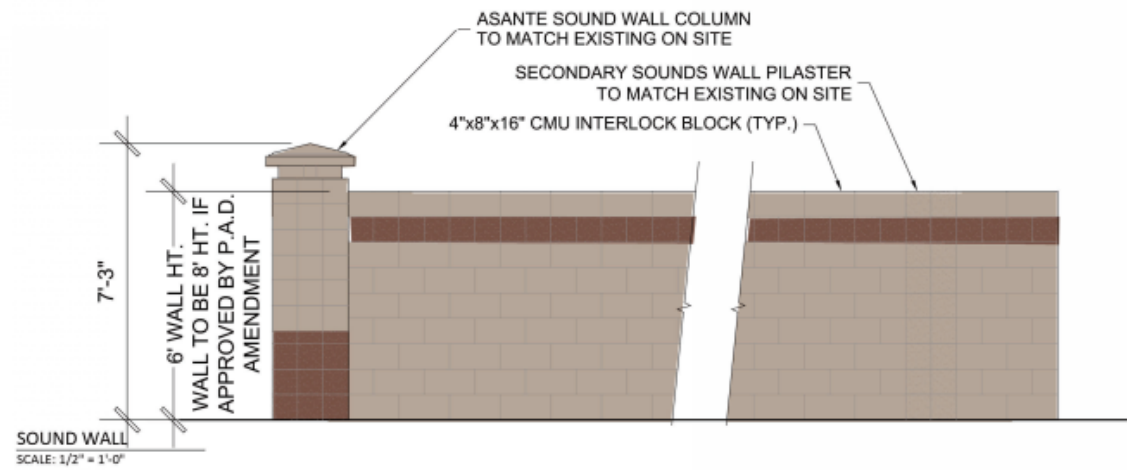
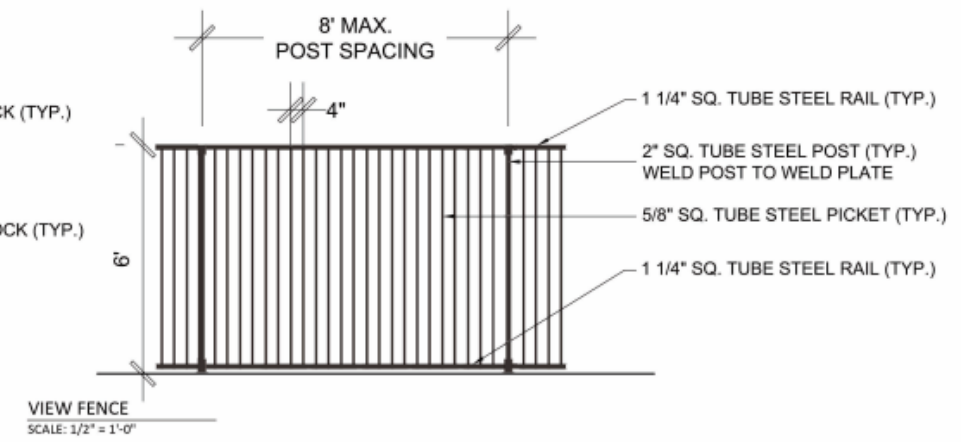
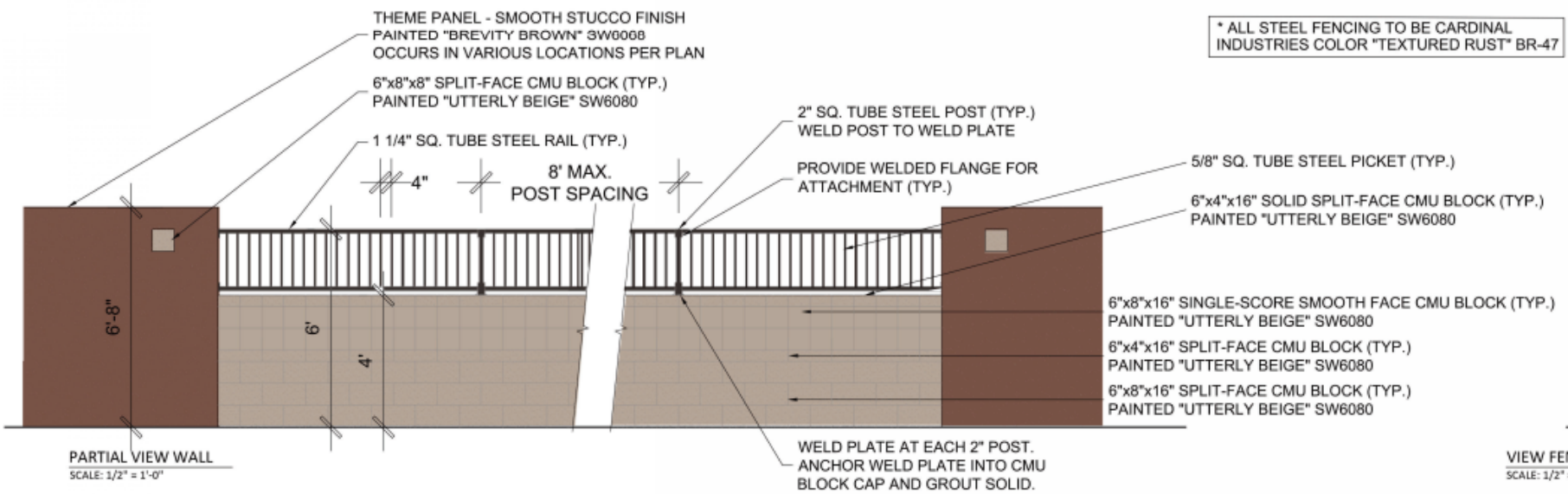
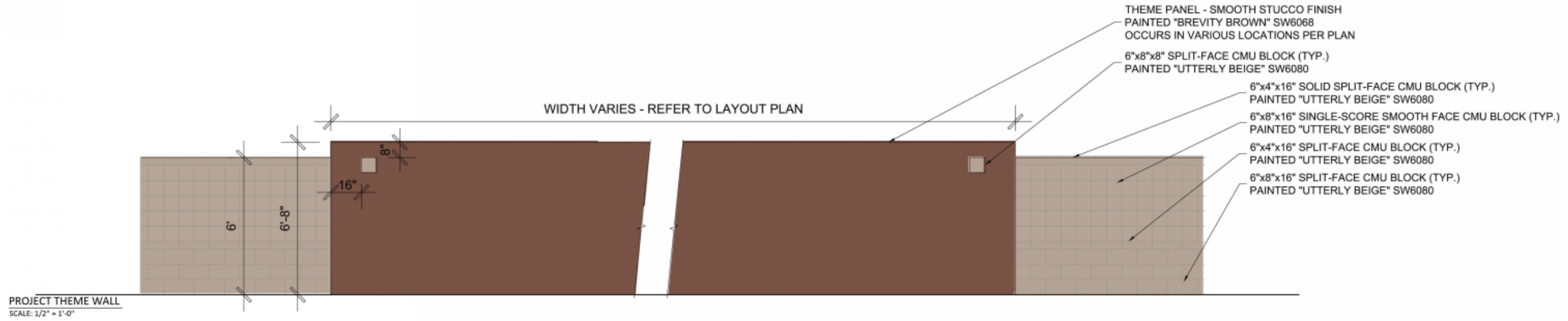


WALL LEGEND

- | | |
|---|----------------------|
|  | PERIMETER THEME WALL |
|  | THEME WALL PANEL |
|  | PARTIAL VIEW WALL |
|  | VIEW FENCE |
|  | SOUND WALL |
| NOT SHOWN | BUILDER WALL |
|  | THEME PILASTER |
|  | PILASTER |
|  | VEHICULAR EXIT GATES |
|  | PEDESTRIAN GATE |



WALL PLAN





RECOMMENDATION

P&Z Hearing: May 2, 2019

P&Z Recommendation: Approval



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled “Final Plat of Heritage Asante – Parcel 5”, generally located north of Grand Avenue and west of 163rd Avenue.

Motion:

I move to approve the Final Plat entitled “Final Plat of Heritage Asante – Parcel 5”, generally located north of Grand Avenue and west of 163rd Avenue.

Background:

Hilgart Wilson, LLC., on behalf of LCD Asante, LLC., seeks approval of a Final Plat to allow for the development of a single-family residential subdivision in parcel 5 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue.

Objective Analysis:

This Final Plat will create 84 lots and a total density of 4 dwelling units per acre which is consistent with the approved PUD Overlay.

Policy Compliant:

This Final Plat will create 84 lots and a total density of 4 dwelling units per acre which is consistent with the approved PUD Overlay.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

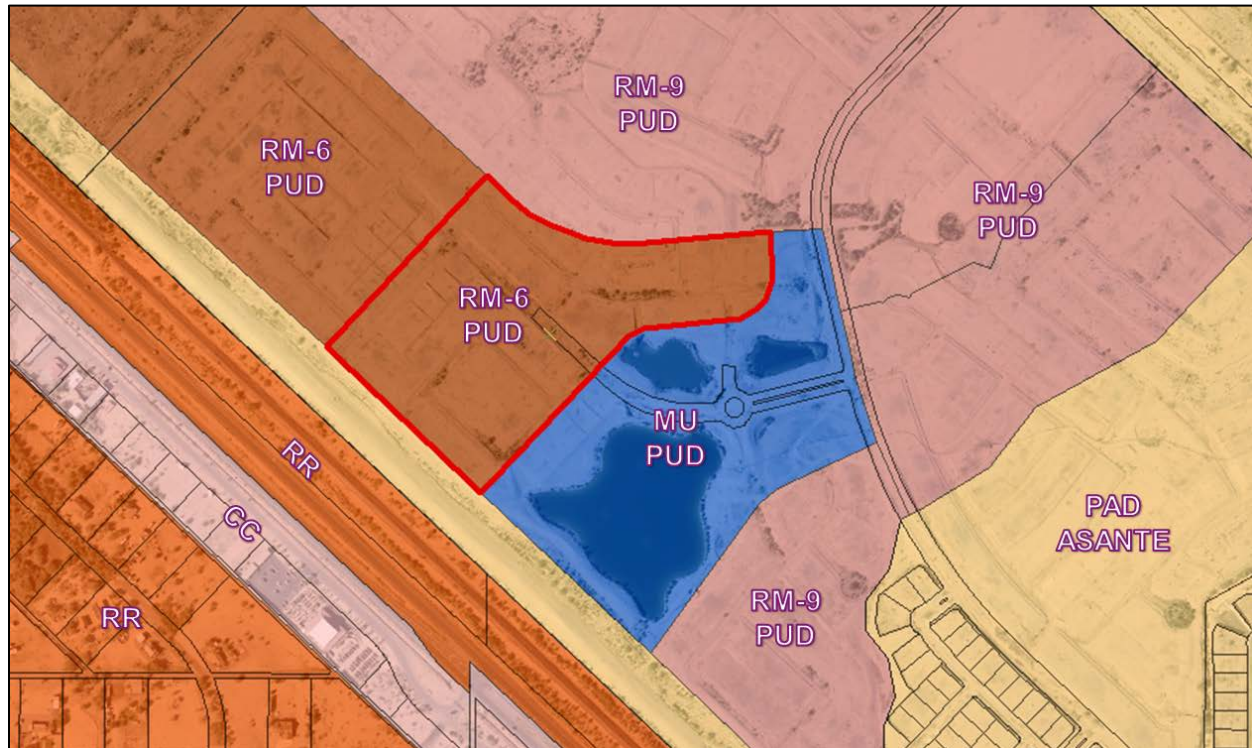
1. 00 - FS18-646 - Heritage Parcel 5 - Final Plat - Staff Report
2. 01 - FS18-646 - Heritage Parcel 5 - Final Plat

Final Plat

REPORT TO THE CITY COUNCIL

1	Case:	FS18-646
2		
3	Project Name:	Heritage Asante Parcel 5
4		
5	Council District:	1 – ACACIA
6		
7	Meeting Date:	June 4, 2019
8		
9	Planner:	Sergio Angulo
10		
11		
12	Owner:	LCD Asante, LLC.
13		
14	Applicant:	Zach Hilgart with Hilgart Wilson, LLC.
15		
16	Request:	Final Plat for 84 Lots.
17		
18	Site Location:	Generally west of 163 rd Avenue and north of Grand Avenue
19		
20	Site Size:	21.14 Acres
21		
22	Density:	4 Dwelling Units per Acre
23		
24	General Plan	
25	Conformance:	The proposal is consistent with the Surprise General Plan 2035
26		as proposed under case FS18-646.
27		
28	Support/Opposition:	None known.
29		
30	Recommendation:	None

31 **Existing Land Zoning:**



RM-9 PUD	RM-9 PUD	RM-9 PUD
RM-6 PUD	RM-6 PUD	Mixed Use PUD
PAD Asante (OS)	PAD Asante (OS)	PAD Asante (OS)

32 **Background:**

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

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

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

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

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

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

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

September 26, 2018: The applicant filed a related request for a Preliminary Plat under case FS18-646, the subject case.

January 22, 2019: The Community Development Director approved a Minor Zoning Amendment to the Paradiso Asante PUD to modify certain development standards for the subject site.

April 2, 2019: The Mayor and City Council approved the Master Plat for Heritage Asante Phase 1.

May 2, 2019: The Planning and Zoning Commission recommend approval of the Preliminary Plat, Case FS18-646, to the Mayor and City Council.

Project Description:

Hilgart Wilson, LLC. on behalf of LCD Asante, LLC., requests approval of a Final Plat to allow for the development of a single-family residential subdivision on approximately 21 acres in parcel 5 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue.

The subject property is zoned RM-6 with a PUD Overlay. This development proposes 84 single-family detached homes and a total density of 4 dwelling units per acre which is consistent with the approved PUD Overlay.

This Final Plat application is in conjunction with a related Preliminary Plat application. On May 2, 2019, the Planning and Zoning Commission passed a motion to recommend approval of the Preliminary Plat to the Mayor and City Council.

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Asante Paradiso PUD and the SUDC.
- The proposed Final Plat is in substantial conformance with the Preliminary Plat case FS18-646.

Attachments:

01 Final Plat

Enclosure:

Sealed mylars

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "HERITAGE ASANTE - PARCEL 5", BEING A PORTION OF THE NORTH HALF OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "HERITAGE ASANTE - PARCEL 5" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACT A IS HEREBY DECLARED AS PRIVATE ACCESSWAY TO BE OWNED AND MAINTAINED BY HERITAGE ASANTE HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AN EASEMENT FOR PUBLIC WATER AND SEWER, REFUSE COLLECTION, DRAINAGE AND EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF:

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

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

ITS:

BY: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2019, BEFORE ME, _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 5
SURPRISE, ARIZONA

A RE-SUBDIVISION OF PARCEL 5 AS SHOWN ON
THE MASTER PLAT OF HERITAGE ASANTE, AS
RECORDED IN BOOK ___, PAGE ___, OF MARICOPA
COUNTY RECORDERS, BEING WITHIN A PORTION
OF THE NORTH HALF OF SECTION 11, TOWNSHIP 4
NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

COMMUNITY ASSOCIATION RATIFICATION

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

BY: _____

TITLE: _____

PRINTED NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

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

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

BY: _____ DATE _____

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTH HALF OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS SOUTH 00°43'44" WEST, 2,644.11 FEET;
THENCE NORTH 00°42'32" EAST, 2001.35 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11;
THENCE LEAVING SAID EAST LINE, NORTH 89°17'28" WEST, 1,555.43 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 03°54'40" EAST, 165.44 FEET;
THENCE SOUTH 17°47'28" WEST, 83.96 FEET;
THENCE SOUTH 39°23'13" WEST, 46.24 FEET;
THENCE SOUTH 60°58'59" WEST, 84.50 FEET;
THENCE SOUTH 85°13'12" WEST, 348.52 FEET;
THENCE SOUTH 67°59'45" WEST, 56.49 FEET;
THENCE SOUTH 46°06'28" WEST, 75.58 FEET;
THENCE SOUTH 43°46'26" WEST, 737.20 FEET TO A LINE BEING 200.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTH LINE OF THE BURLINGTON NORTHERN AND SANTE FE RAILROAD CORRIDOR;
THENCE NORTH 46°13'34" WEST, 790.00 FEET ALONG SAID PARALLEL LINE;
THENCE LEAVING SAID PARALLEL LINE, NORTH 43°46'26" EAST, 867.64 FEET;
THENCE SOUTH 46°42'56" EAST, 110.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 660.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°05'04", AN ARC LENGTH OF 277.43 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 28°39'03" EAST, 29.29 FEET;
THENCE SOUTH 75°34'48" EAST, 70.00 FEET;
THENCE NORTH 57°29'27" EAST, 29.29 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 660.00 FEET, THE CENTER OF WHICH BEARS NORTH 09°38'23" EAST;
THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°08'08", AN ARC LENGTH OF 162.83 FEET TO A TANGENT LINE;
THENCE NORTH 85°30'15" EAST, 468.86 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDERS.

100 YEAR ASSURED WATER SUPPLY

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

FLOOD ZONE DESIGNATION

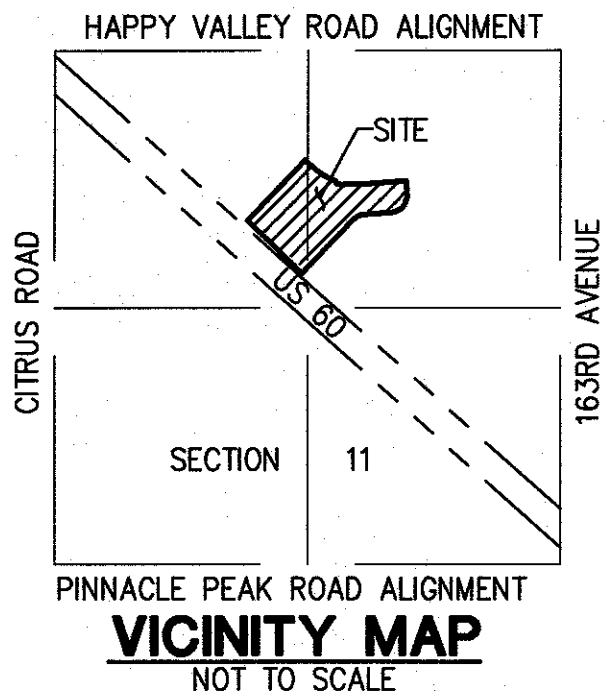
THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE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

OWNER

LCD ASANTE LLC
1725 W. GREENTREE DRIVE, SUITE 114
TEMPE, ARIZONA 85284

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS, RLS



SHEET INDEX

FP01 COVER SHEET
FP02 SHEET INDEX MAP, LEGEND, NOTES, LOT/TRACT AREA TABLE, LOT SETBACK & VISIBILITY DETAIL
FP03-FP07 FINAL PLAT

PUBLIC NOTICE:

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

RELEASE OF LIABILITY

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

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

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

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

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

MAYOR

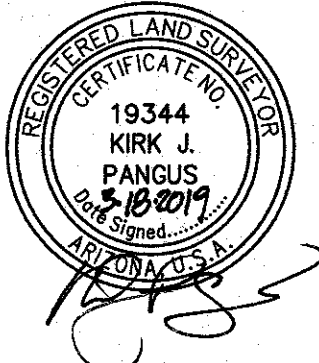
ATTEST:

CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST 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.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
kpangus@hilgartwilson.com



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

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

HERITAGE ASANTE - PARCEL 5
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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STATUS:

PROJ. NO.: 1909

DATE: MAR 2019

SCALE: NONE

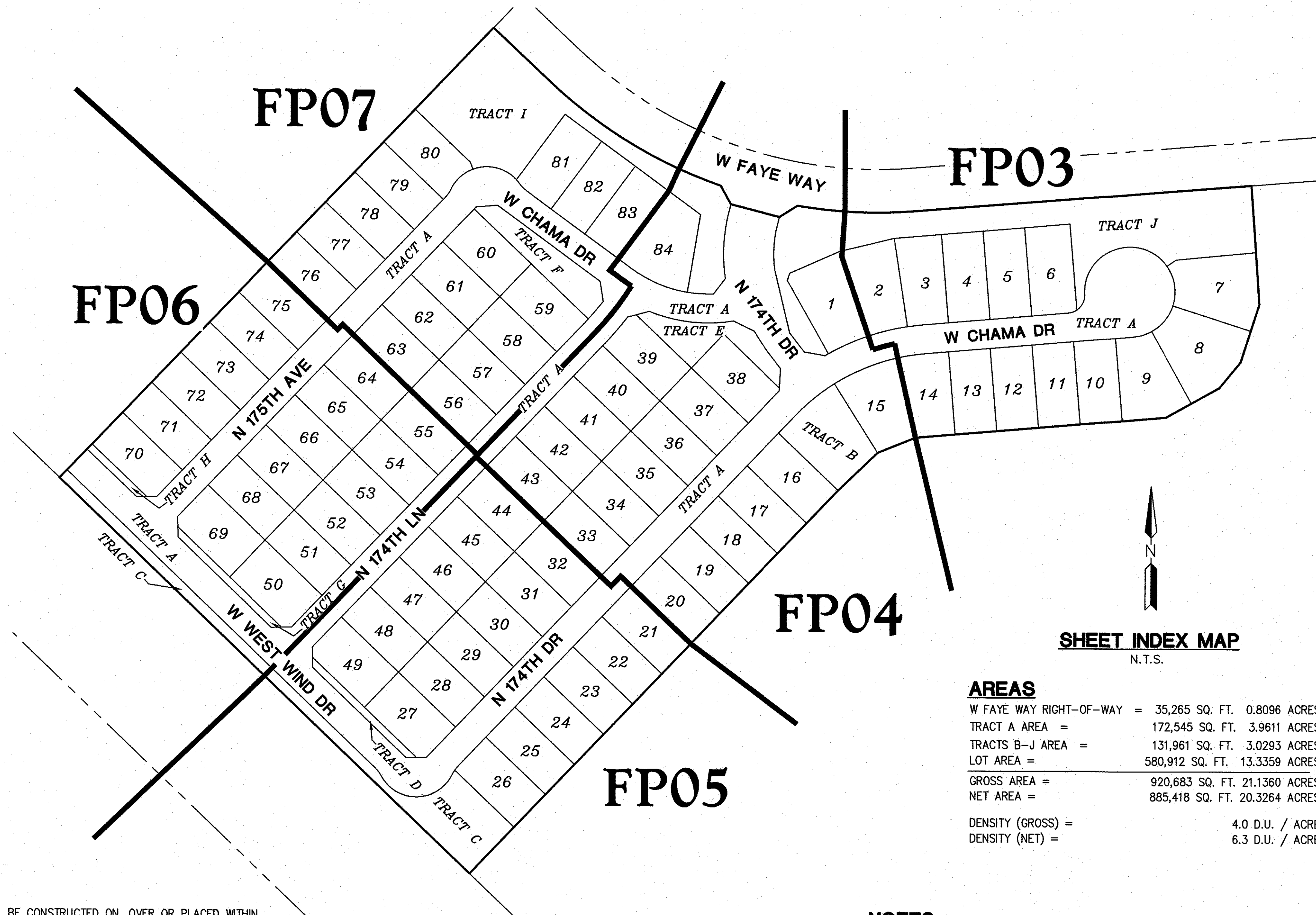
DRAWN: CS

APPROVED: KJP

DWG. NO.

FP01

SHT. 1 OF 7



SHEET INDEX MAP
N.T.S.

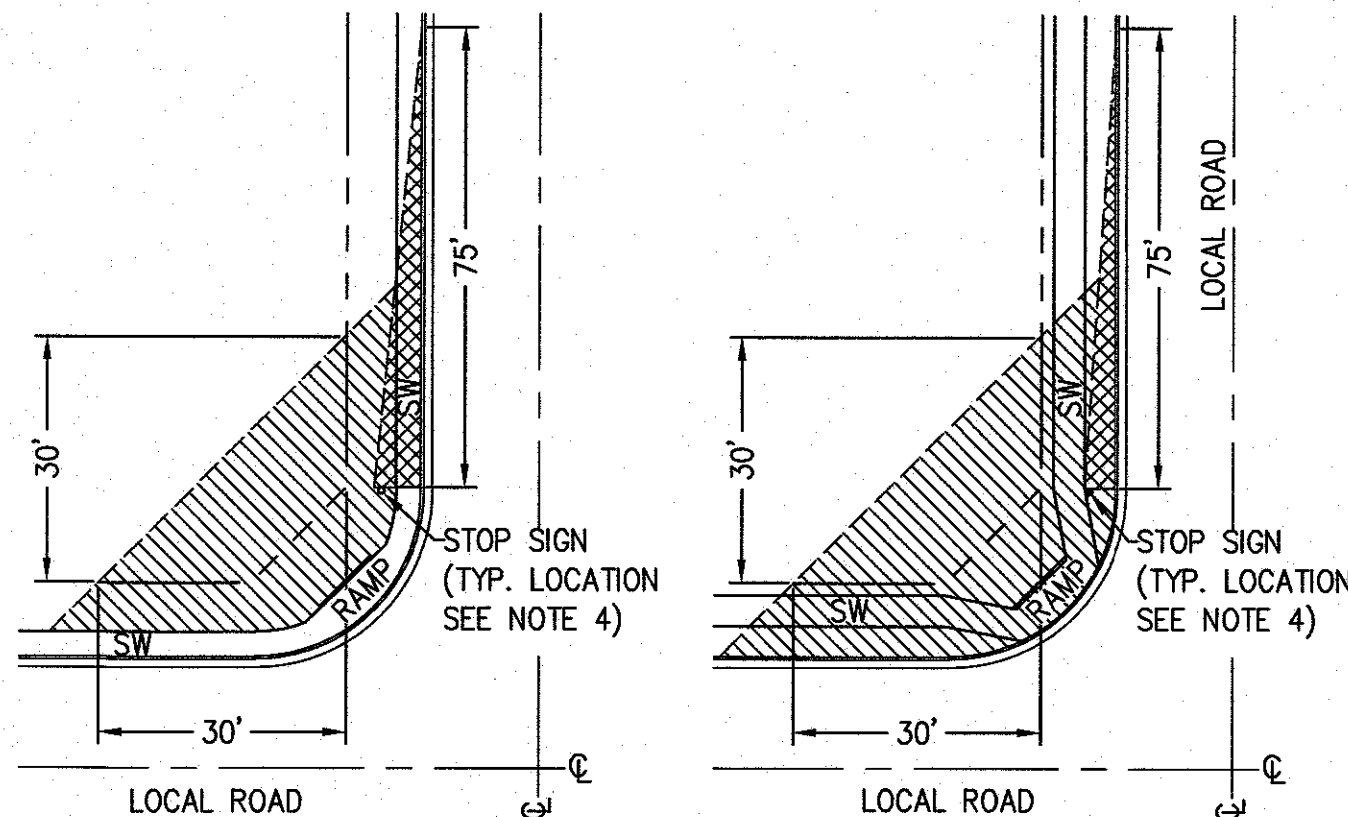
AREAS

W FAYE WAY RIGHT-OF-WAY	=	35,265 SQ. FT.	0.8096 ACRES
TRACT A AREA	=	172,545 SQ. FT.	3.9611 ACRES
TRACTS B-J AREA	=	131,961 SQ. FT.	3.0293 ACRES
LOT AREA	=	580,912 SQ. FT.	13.3359 ACRES
GROSS AREA	=	920,683 SQ. FT.	21.1360 ACRES
NET AREA	=	885,418 SQ. FT.	20.3264 ACRES
DENSITY (GROSS)	=	4.0 D.U. / ACRE	
DENSITY (NET)	=	6.3 D.U. / ACRE	

NOTES:

- 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.
- PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCRATCH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
- TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
- STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

[Hatched Box]	UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)
[Cross-hatched Box]	NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

CITY OF SURPRISE SUPPLEMENTAL ENGINEERING DEVELOPMENT STANDARDS
DETAILS FOR PUBLIC CONSTRUCTION: DETAIL NO. 4-02
SEE DETAIL NO. 4-01 SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL & COLLECTOR STREETS

NOTES

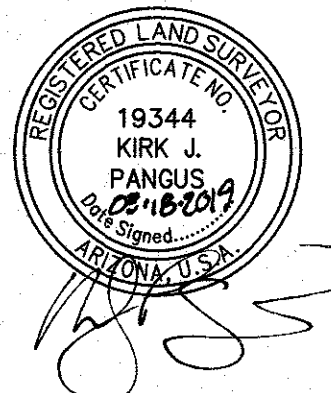
- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- 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)
- 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.
- LANDSCAPING WITHIN ALL TRACTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 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.).
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- 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.
- 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.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	8855	0.2033
LOT : 2	8175	0.1877
LOT : 3	7550	0.1733
LOT : 4	7134	0.1638
LOT : 5	7134	0.1638
LOT : 6	7736	0.1776
LOT : 7	10159	0.2332
LOT : 8	10641	0.2443
LOT : 9	8791	0.2018
LOT : 10	6670	0.1531
LOT : 11	6670	0.1531
LOT : 12	6670	0.1531
LOT : 13	6670	0.1531
LOT : 14	7249	0.1664
LOT : 15	8702	0.1998
LOT : 16	7245	0.1663
LOT : 17	6670	0.1531
LOT : 18	6670	0.1531
LOT : 19	6670	0.1531
LOT : 20	6670	0.1531
LOT : 21	6670	0.1531
LOT : 22	6670	0.1531
LOT : 23	6670	0.1531
LOT : 24	6670	0.1531
LOT : 25	6670	0.1531
LOT : 26	7243	0.1663
LOT : 27	7430	0.1706
LOT : 28	6380	0.1465
LOT : 29	6380	0.1465
LOT : 30	6380	0.1465
LOT : 31	6380	0.1465
LOT : 32	6380	0.1465
LOT : 33	6380	0.1465
LOT : 34	6380	0.1465
LOT : 35	6380	0.1465
LOT : 36	6380	0.1465
LOT : 37	6930	0.1591
LOT : 38	7147	0.1641
LOT : 39	6968	0.1600
LOT : 40	6380	0.1465
LOT : 41	6380	0.1465
LOT : 42	6380	0.1465

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 43	6380	0.1465
LOT : 44	6380	0.1465
LOT : 45	6380	0.1465
LOT : 46	6380	0.1465
LOT : 47	6380	0.1465
LOT : 48	6380	0.1465
LOT : 49	7430	0.1706
LOT : 50	7760	0.1781
LOT : 51	6380	0.1465
LOT : 52	6380	0.1465
LOT : 53	6380	0.1465
LOT : 54	6380	0.1465
LOT : 55	6380	0.1465
LOT : 56	6380	0.1465
LOT : 57	6380	0.1465
LOT : 58	6930	0.1591
LOT : 59	6930	0.1591
LOT : 60	6930	0.1591
LOT : 61	6930	0.1591
LOT : 62	6380	0.1465
LOT : 63	6380	0.1465
LOT : 64	6380	0.1465
LOT : 65	6380	0.1465
LOT : 66	6380	0.1465
LOT : 67	6380	0.1465
LOT : 68	6380	0.1465
LOT : 69	7760	0.1781
LOT : 70	6965	0.1599
LOT : 71	6670	0.1531
LOT : 72	6670	0.1531
LOT : 73	6670	0.1531
LOT : 74	6670	0.1531
LOT : 75	6670	0.1531
LOT : 76	6670	0.1531
LOT : 77	6670	0.1531
LOT : 78	6670	0.1531
LOT : 79	6670	0.1531
LOT : 80	7067	0.1622
LOT : 81	7347	0.1687
LOT : 82	6793	0.1559
LOT : 83	6793	0.1559
LOT : 84	9289	0.2132

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	3.9611	COMMON AREA, DRAINAGE, PUBLIC UTILITY EASEMENT & PRIVATE ACCESSWAY
TRACT B	0.2376	COMMON AREA & DRAINAGE
TRACT C	0.4671	COMMON AREA & DRAINAGE
TRACT D	0.0436	COMMON AREA & DRAINAGE
TRACT E	0.1626	COMMON AREA & DRAINAGE
TRACT F	0.1802	COMMON AREA & DRAINAGE
TRACT G	0.0436	COMMON AREA & DRAINAGE
TRACT H	0.0230	COMMON AREA & DRAINAGE
TRACT I	0.8370	COMMON AREA & DRAINAGE
TRACT J	1.0347	COMMON AREA & DRAINAGE

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



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

HERITAGE ASANTE - PARCEL 5

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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STATUS:

PROJ. NO.: 1909

DATE: MAR 2019

SCALE: NONE

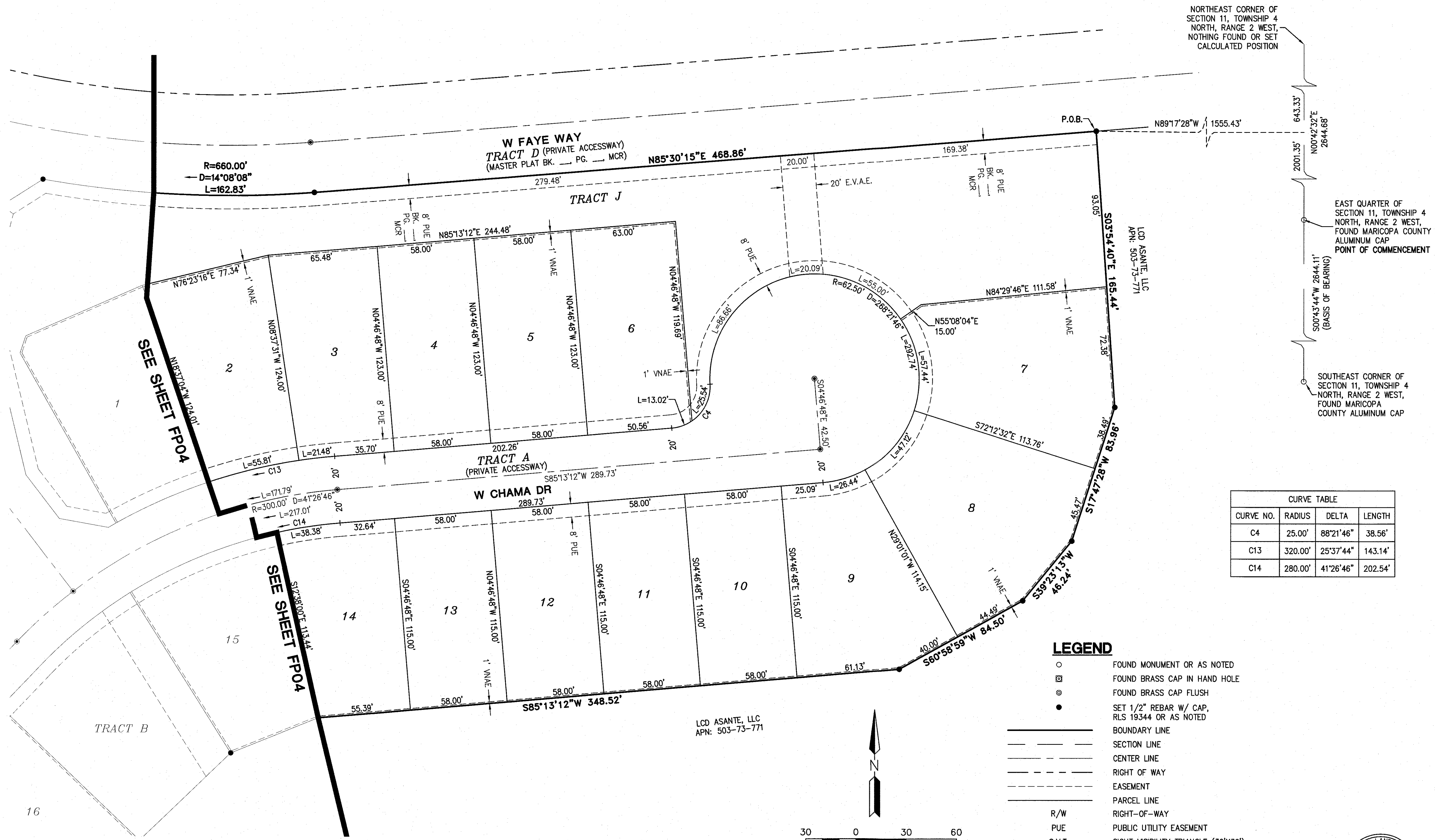
DRAWN: GS

APPROVED: KJP

DWG. NO.

FP02

SHT. 2 OF 7



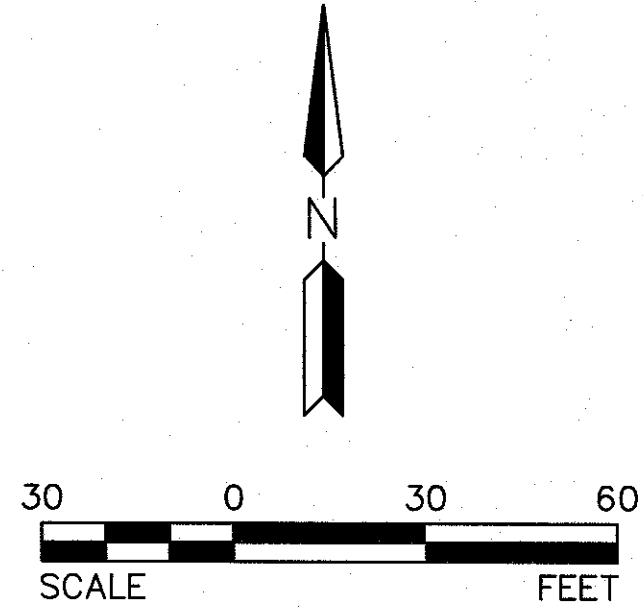
CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C4	25.00'	88°21'46"	38.56'
C13	320.00'	25°37'44"	143.14'
C14	280.00'	41°26'46"	202.54'

LEGEND

- FOUND MONUMENT OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE (30'X30')
- VEHICLE NON-ACCESS EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- POINT OF BEGINNING
- MARICOPA COUNTY RECORDS
- REGISTERED LAND SURVEYOR
- BOOK
- PAGE
- ASSESSOR PARCEL NUMBER
- ① 30X30 SIGHT VISIBILITY TRIANGLE EASEMENTS



STATUS:		MUNICIPAL TRACKING NO:	
PROJ. NO.: 1909	DATE: MAR 2019	SCALE: AS SHOWN	DRAWN: GS
APPROVED: KJP			



LEGEND

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⊙ FOUND BRASS CAP FLUSH
● SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
--- BOUNDARY LINE
--- SECTION LINE
--- CENTER LINE
--- RIGHT OF WAY
--- EASEMENT
--- PARCEL LINE
R/W RIGHT-OF-WAY
PUE PUBLIC UTILITY EASEMENT
S.V.T. SIGHT VISIBILITY TRIANGLE (30'X30')
VNAE VEHICLE NON-ACCESS EASEMENT
E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
P.O.B. POINT OF BEGINNING
MCR MARICOPA COUNTY RECORDS
RLS REGISTERED LAND SURVEYOR
BK BOOK
PG PAGE
APN ASSESSOR PARCEL NUMBER
① 30X30 SIGHT VISIBILITY TRIANGLE EASEMENTS

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S28°39'03"E	29.29'
L2	S75°34'48"E	70.00'
L3	N57°29'27"E	29.29'
L4	S14°25'12"W	10.29'
L5	S14°25'12"W	10.29'
L6	S37°05'17"W	27.03'
L7	S64°10'36"E	32.39'
L8	S37°35'23"E	31.47'
L9	S03°05'32"W	30.68'
L10	S37°35'23"E	32.92'
L11	S79°57'57"E	29.67'
L19	N75°13'51"E	30.93'
L20	N09°03'55"W	RADIAL

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	165.00'	22°52'41"	65.88'
C2	235.00'	22°52'41"	93.84'
C3	220.00'	8°18'06"	31.88'
C12	420.00'	6°30'01"	47.65'
C13	320.00'	25°37'44"	143.14'
C14	280.00'	41°26'46"	202.54'



STATUS:

PROJ. NO.: 1909

DATE: MAR 2019

SCALE: AS SHOWN

DRAWN: CS

APPROVED: KJP

MUNICIPAL TRACKING NO:

DWG. NO.
FP04
SHT. 4 OF 7



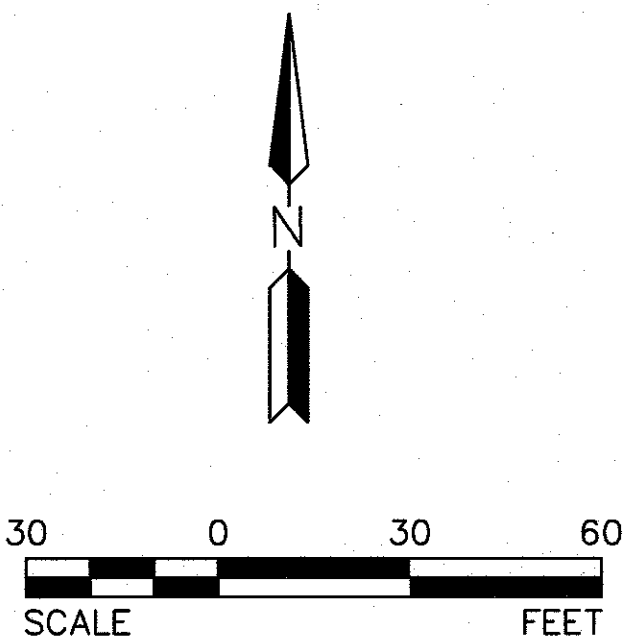
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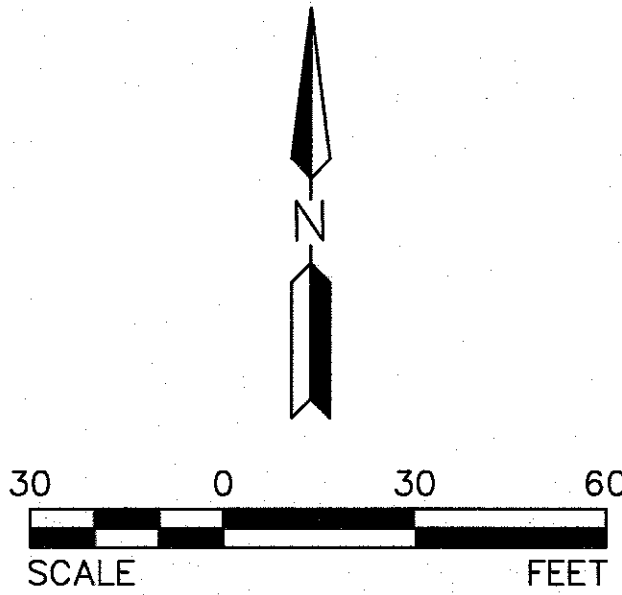
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- - - CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- - - RIGHT-OF-WAY
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- - - BOOK
- - - PAGE
- - - ASSESSOR PARCEL NUMBER
- ① 30X30 SIGHT VISIBILITY TRIANGLE EASEMENTS

- R/W
- PUE
- S.V.T.
- VNAE
- E.V.A.E.
- P.O.B.
- MCR
- RLS
- BK
- PG
- APN
- ①

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L12	S88°46'26"W	28.28'
L13	N01°13'34"W	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	55.00'	17°20'29"	16.65'
C6	55.00'	124°40'58"	119.69'
C7	55.00'	17°20'29"	16.65'





LEGEND

- FOUND MONUMENT OR AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - SIGHT VISIBILITY TRIANGLE (30'X30')
- - - VEHICLE NON-ACCESS EASEMENT
- - - EMERGENCY VEHICLE ACCESS EASEMENT
- - - POINT OF BEGINNING
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- - - BOOK
- - - PAGE
- - - ASSESSOR PARCEL NUMBER
- - - 30X30 SIGHT VISIBILITY TRIANGLE EASEMENTS

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L14	N88°46'26"E	28.28'
L15	S01°13'34"E	28.28'
L16	S88°46'26"W	28.28'



HERITAGE ASANTE - PARCEL 5

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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STATUS:

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DATE: MAR 2019

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DRAWN: CS

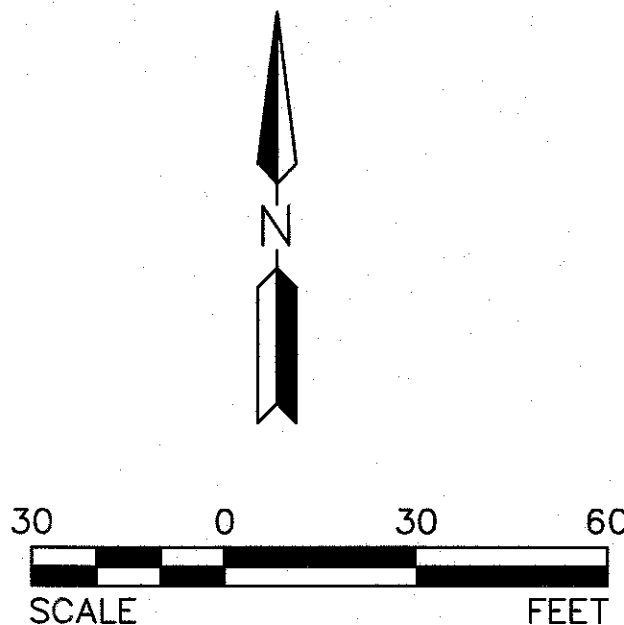
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MUNICIPAL TRACKING NO:

DWG. NO.

FP06

SHT. 6 OF 7



LEGEND

- FOUND MONUMENT OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
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- VNAE VEHICLE NON-ACCESS EASEMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.O.B. POINT OF BEGINNING
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- BK BOOK
- PG PAGE
- APN ASSESSOR PARCEL NUMBER
- ① 30X30 SIGHT VISIBILITY TRIANGLE EASEMENTS

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L17	S85°07'22"W	30.03'
L18	N08°37'27"W	28.33'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C8	55.00'	17°20'29"	16.65'
C9	55.00'	117°22'50"	112.68'
C10	55.00'	17°20'29"	16.65'
C11	380.00'	5°58'45"	39.66'
C15	200.00'	55°53'43"	195.11'



HERITAGE ASANTE - PARCEL 5
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA
FINAL PLAT

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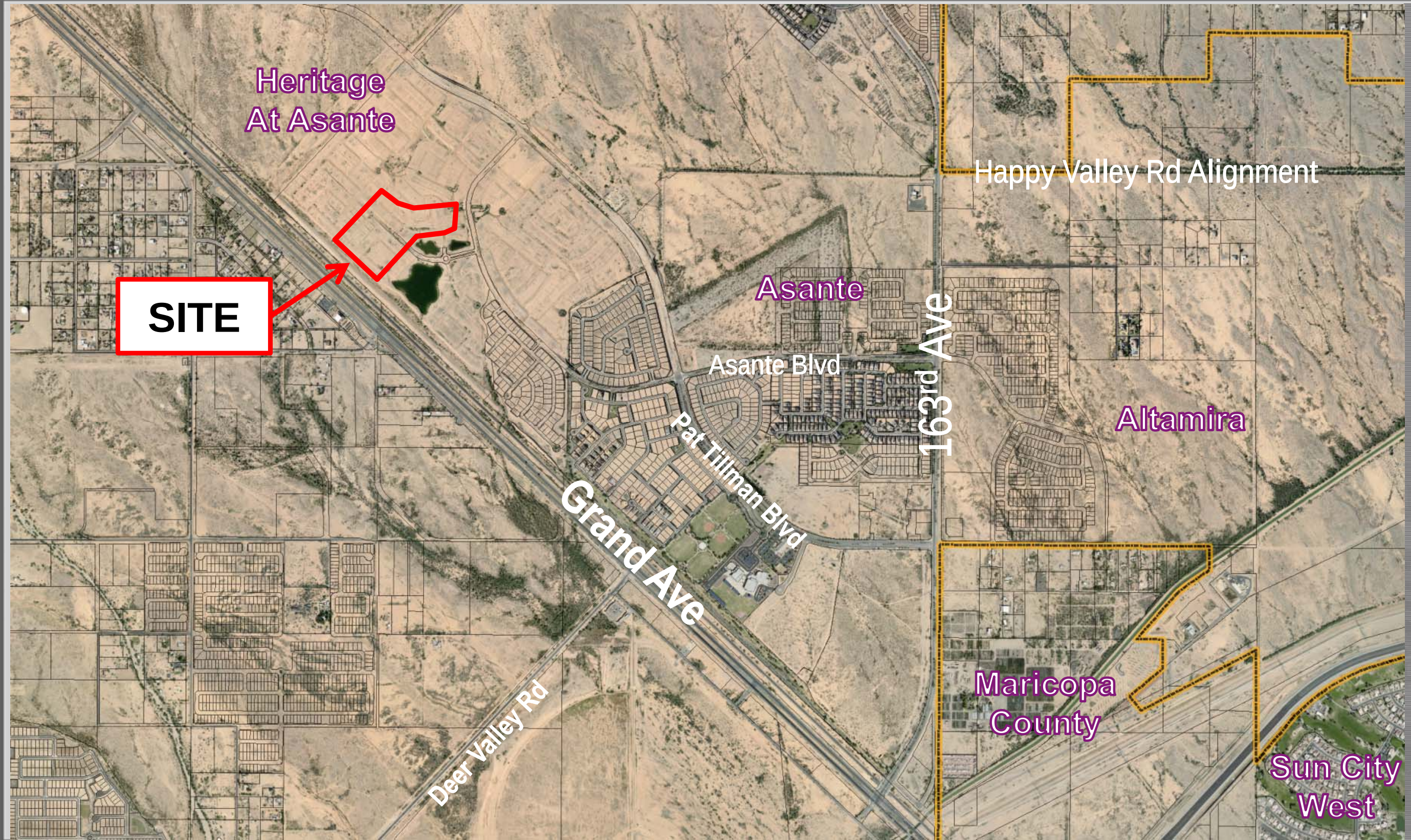
PROJ. NO.: 1909	STATUS:
DATE: MAR 2019	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: OS	
APPROVED: KJP	

DWG. NO.
FP07
SHT. 7 OF 7



Heritage Asante Parcel 5 Final Plat

City Council
June 4, 2019



VICINITY MAP



SHEET INDEX MAP
N.T.S.

AREAS

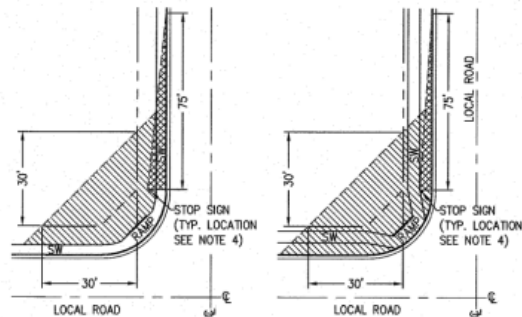
W FAYE WAY RIGHT-OF-WAY = 35,265 SQ. FT. 0.8096 ACRES
TRACT A AREA = 172,545 SQ. FT. 3.9611 ACRES
TRACTS B-J AREA = 131,961 SQ. FT. 3.0293 ACRES
LOT AREA = 580,912 SQ. FT. 13.3359 ACRES
GROSS AREA = 920,683 SQ. FT. 21.1360 ACRES
NET AREA = 885,416 SQ. FT. 20.3264 ACRES
DENSITY (GROSS) = 4.0 D.U. / ACRE
DENSITY (NET) = 6.3 D.U. / ACRE

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	8855	0.2033
LOT : 2	8175	0.1877
LOT : 3	7550	0.1733
LOT : 4	7134	0.1638
LOT : 5	7134	0.1638
LOT : 6	7736	0.1776
LOT : 7	10159	0.2332
LOT : 8	10641	0.2443
LOT : 9	8791	0.2018
LOT : 10	6670	0.1531
LOT : 11	6670	0.1531
LOT : 12	6670	0.1531
LOT : 13	6670	0.1531
LOT : 14	7249	0.1664
LOT : 15	8702	0.1998
LOT : 16	7245	0.1663
LOT : 17	6670	0.1531
LOT : 18	6670	0.1531
LOT : 19	6670	0.1531
LOT : 20	6670	0.1531
LOT : 21	6670	0.1531
LOT : 22	6670	0.1531
LOT : 23	6670	0.1531
LOT : 24	6670	0.1531
LOT : 25	6670	0.1531
LOT : 26	7243	0.1663
LOT : 27	7430	0.1706
LOT : 28	6380	0.1465
LOT : 29	6380	0.1465
LOT : 30	6380	0.1465
LOT : 31	6380	0.1465
LOT : 32	6380	0.1465
LOT : 33	6380	0.1465
LOT : 34	6380	0.1465
LOT : 35	6380	0.1465
LOT : 36	6380	0.1465
LOT : 37	6930	0.1591
LOT : 38	7147	0.1641
LOT : 39	6968	0.1600
LOT : 40	6380	0.1465
LOT : 41	6380	0.1465
LOT : 42	6380	0.1465

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 43	6380	0.1465
LOT : 44	6380	0.1465
LOT : 45	6380	0.1465
LOT : 46	6380	0.1465
LOT : 47	6380	0.1465
LOT : 48	6380	0.1465
LOT : 49	7430	0.1706
LOT : 50	7760	0.1781
LOT : 51	6380	0.1465
LOT : 52	6380	0.1465
LOT : 53	6380	0.1465
LOT : 54	6380	0.1465
LOT : 55	6380	0.1465
LOT : 56	6380	0.1465
LOT : 57	6380	0.1465
LOT : 58	6930	0.1591
LOT : 59	6930	0.1591
LOT : 60	6930	0.1591
LOT : 61	6930	0.1591
LOT : 62	6380	0.1465
LOT : 63	6380	0.1465
LOT : 64	6380	0.1465
LOT : 65	6380	0.1465
LOT : 66	6380	0.1465
LOT : 67	6380	0.1465
LOT : 68	6380	0.1465
LOT : 69	7760	0.1781
LOT : 70	6965	0.1599
LOT : 71	6670	0.1531
LOT : 72	6670	0.1531
LOT : 73	6670	0.1531
LOT : 74	6670	0.1531
LOT : 75	6670	0.1531
LOT : 76	6670	0.1531
LOT : 77	6670	0.1531
LOT : 78	6670	0.1531
LOT : 79	6670	0.1531
LOT : 80	7067	0.1622
LOT : 81	7347	0.1687
LOT : 82	6793	0.1559
LOT : 83	6793	0.1559
LOT : 84	9289	0.2132

NOTES

- 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.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- 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)
- 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.
- LANDSCAPING WITHIN ALL TRACTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 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.).
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- 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.
- 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.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

CITY OF SURPRISE SUPPLEMENTAL ENGINEERING DEVELOPMENT STANDARDS
DETAILS FOR PUBLIC CONSTRUCTION: DETAIL NO. 4-02
SEE DETAIL NO. 4-01 SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL & COLLECTOR STREETS

NOTES:

- 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.
- 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.
- TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
- 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

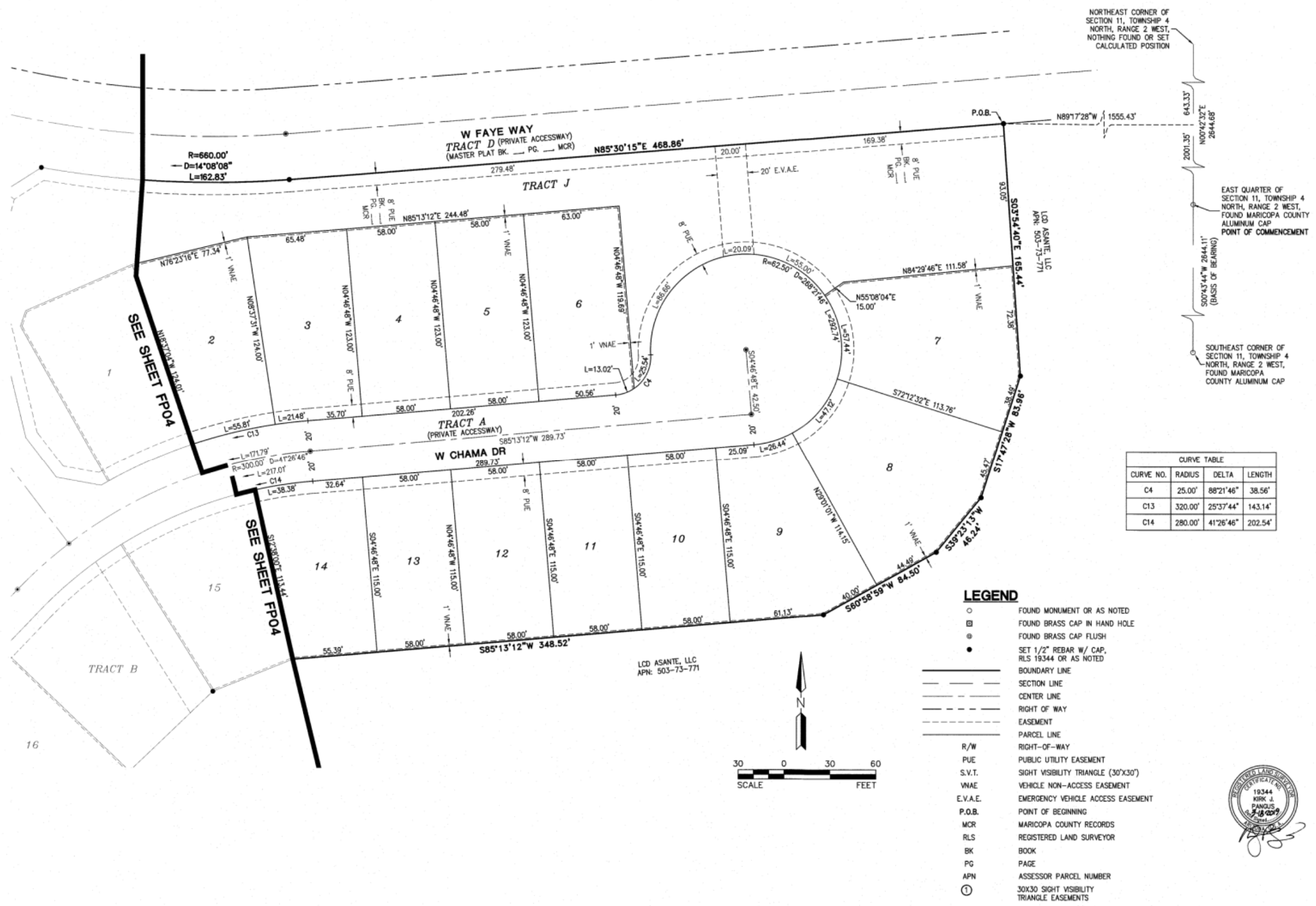
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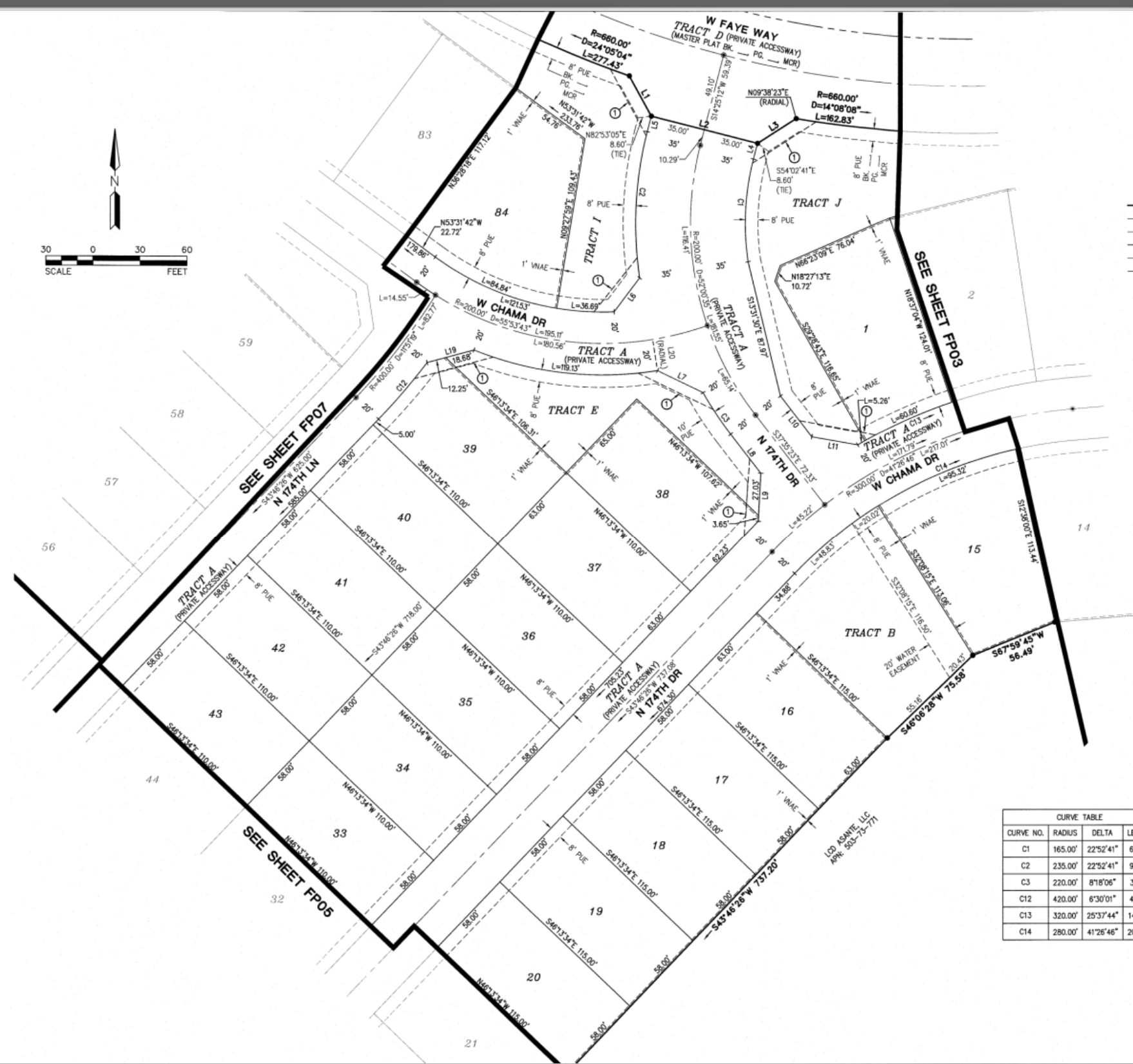
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FINAL PLAT

FINAL PLAT





- LEGEND**
- FOUND MONUMENT OR AS NOTED
 - ⊠ FOUND BRASS CAP IN HAND HOLE
 - ⊙ FOUND BRASS CAP FLUSH
 - SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
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 - SECTION LINE
 - CENTER LINE
 - RIGHT OF WAY
 - EASEMENT
 - PARCEL LINE
 - R/W RIGHT-OF-WAY
 - PUE PUBLIC UTILITY EASEMENT
 - S.V.T. SIGHT VISIBILITY TRIANGLE (30'X30')
 - VNAE VEHICLE NON-ACCESS EASEMENT
 - E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
 - P.O.B. POINT OF BEGINNING
 - MCR MARICOPA COUNTY RECORDS
 - RLS REGISTERED LAND SURVEYOR
 - BK BOOK
 - PG PAGE
 - APN ASSESSOR PARCEL NUMBER
 - ① 30X30 SIGHT VISIBILITY TRIANGLE EASEMENTS

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S28°39'03"E	29.29'
L2	S75°34'48"E	70.00'
L3	N57°29'27"E	29.29'
L4	S14°25'12"W	10.29'
L5	S14°25'12"W	10.29'
L6	S37°05'17"W	27.03'
L7	S84°10'36"E	32.39'
L8	S37°35'23"E	31.47'
L9	S03°05'32"W	30.68'
L10	S37°35'23"E	32.92'
L11	S79°57'57"E	29.67'
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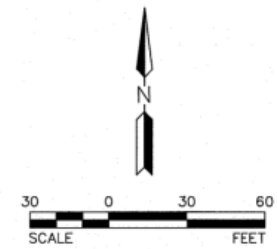
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L13	N01°13'34"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	55.00'	17°20'29"	16.65'
C6	55.00'	124°40'58"	119.69'
C7	55.00'	17°20'29"	16.65'



FINAL PLAT



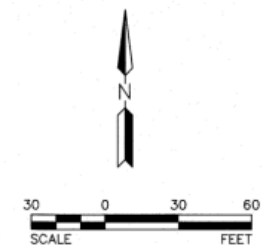
LEGEND

- FOUND MONUMENT OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- . - . - CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- S.V.T. SIGHT VISIBILITY TRIANGLE (30'X30')
- VNAE VEHICLE NON-ACCESS EASEMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.O.B. POINT OF BEGINNING
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- BK BOOK
- PG PAGE
- APN ASSESSOR PARCEL NUMBER
- ① 30X30 SIGHT VISIBILITY TRIANGLE EASEMENTS

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L14	N88°46'26"E	28.28'
L15	S01°13'34"E	28.28'
L16	S88°46'26"W	28.28'



FINAL PLAT



LEGEND

- FOUND MONUMENT OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - SIGHT VISIBILITY TRIANGLE (30'x30')
- - - VEHICLE NON-ACCESS EASEMENT
- - - EMERGENCY VEHICLE ACCESS EASEMENT
- - - POINT OF BEGINNING
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - BOOK
- - - PAGE
- - - ASSESSOR PARCEL NUMBER
- ① 30'x30' SIGHT VISIBILITY TRIANGLE EASEMENTS

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L17	S85°07'22"W	30.03'
L18	N08°37'27"W	28.33'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C8	55.00'	17°20'29"	16.65'
C9	55.00'	117°22'50"	112.68'
C10	55.00'	17°20'29"	16.65'
C11	380.00'	5°58'45"	39.66'
C15	200.00'	55°53'43"	195.11'



FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled “Final Plat of Heritage Asante – Parcel 1”, generally located north of Grand Avenue and west of 163rd Avenue.

Motion:

I move to approve the Final Plat entitled “Final Plat of Heritage Asante – Parcel 1”, generally located north of Grand Avenue and west of 163rd Avenue.

Background:

Hilgart Wilson, LLC., on behalf of LCD Asante, LLC., seeks approval of a Final Plat to allow for the development of a single-family residential subdivision in parcel 1 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue.

Objective Analysis:

This Final Plat will create 168 lots and a total density of 6.2 dwelling units per acre which is consistent with the approved PUD Overlay.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

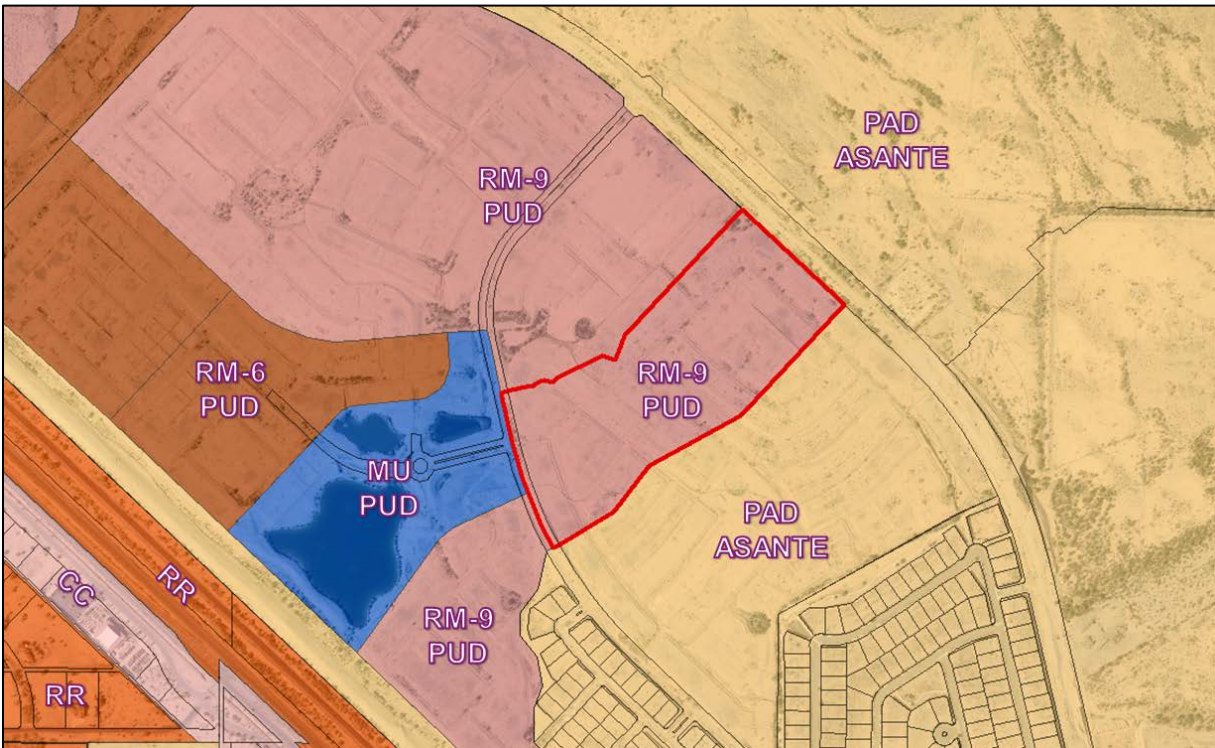
1. 00 - FS18-648 - Heritage Parcel 1 - Final Plat - Staff Report
2. 01 - FS18-648 - Heritage Parcel 1 - Final Plat

Final Plat

REPORT TO THE CITY COUNCIL

1	Case:	FS18-648
2		
3	Project Name:	Heritage Asante Parcel 1
4		
5	Council District:	1 – ACACIA
6		
7	Meeting Date:	June 4, 2019
8		
9	Planner:	Sergio Angulo
10		
11		
12	Owner:	LCD Asante, LLC.
13		
14	Applicant:	Zach Hilgart with Hilgart Wilson, LLC.
15		
16	Request:	Final Plat for 168 Lots.
17		
18	Site Location:	Generally west of 163 rd Avenue and north of Grand Avenue
19		
20	Site Size:	27.26 Acres
21		
22	Density:	6.2 Dwelling Units per Acre
23		
24	General Plan	
25	Conformance:	The proposal is consistent with the Surprise General Plan 2035
26		as proposed under case FS18-648.
27		
28	Support/Opposition:	None known.
29		
30	Recommendation:	None

31 **Existing Land Zoning:**



RM-9 PUD	Mixed Use PUD	RM-9 PUD
Mixed Use PUD / RM-9 PUD	RM-9 PUD	PAD Asante (LDR)
RM-9 PUD	RM-9 PUD / PAD Asante (OS)	PAD Asante (LDR)

32 **Background:**

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

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

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

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

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

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

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

September 26, 2018: The applicant filed a related request for a Preliminary Plat under case FS18-648, the subject case.

January 22, 2019: The Community Development Director approved a Minor Zoning Amendment to the Paradiso Asante PUD to modify certain development standards for the subject site.

April 2, 2019: The Mayor and City Council approved the Master Plat for Heritage Asante Phase 1.

May 2, 2019: The Planning and Zoning Commission recommend approval of the Preliminary Plat, Case FS18-648, to the Mayor and City Council.

Project Description:

Hilgart Wilson, LLC. on behalf of LCD Asante, LLC., requests approval of a Final Plat to allow for the development of a single-family residential subdivision on approximately 27 acres in parcel 1 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue.

The subject property is zoned RM-9 with a PUD Overlay. This development proposes 168 single-family detached homes and a total density of 6.2 dwelling units per acre which is consistent with the approved PUD Overlay.

This Final Plat application is in conjunction with a related Preliminary Plat application. On May 2, 2019, the Planning and Zoning Commission passed a motion to recommend approval of the Preliminary Plat to the Mayor and City Council.

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Asante Paradiso PUD and the SUDC.
- The proposed Final Plat is in substantial conformance with the Preliminary Plat case FS18-648.

Attachments:

01 Final Plat

Enclosure:

Sealed mylars

FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 1
SURPRISE, ARIZONA

A RE-SUBDIVISION OF PARCEL 1 AS SHOWN ON THE MASTER PLAT
OF PARADISO ASANTE, AS RECORDED IN BOOK ___, PAGE ___, OF
MARICOPA COUNTY RECORDS, BEING WITHIN PORTIONS OF THE
SOUTHEAST QUARTER OF SECTION 2, 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

COMMUNITY ASSOCIATION RATIFICATION

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

BY: _____

TITLE: _____

PRINTED NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

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

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

BY: _____ DATE _____

LEGAL DESCRIPTION

A PORTION OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 2, 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 EAST QUARTER CORNER OF SAID SECTION 11
FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF
BEARS SOUTH 00°43'44" WEST, 2,644.11 FEET;
THENCE NORTH 00°42'32" EAST, 1729.53 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE
POINT OF BEGINNING;
THENCE SOUTH 43°31'21" WEST, 177.18 FEET;
THENCE SOUTH 61°33'28" WEST, 518.15 FEET;
THENCE SOUTH 38°03'58" WEST, 191.80 FEET;
THENCE SOUTH 39°06'51" WEST, 62.76 FEET;
THENCE SOUTH 50°38'45" WEST, 61.11 FEET;
THENCE SOUTH 57°16'35" WEST, 69.04 FEET;
THENCE SOUTH 60°51'30" WEST, 171.76 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF
2042.00 FEET, THE CENTER OF WHICH BEARS NORTH 61°39'40" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°12'47", AN ARC LENGTH OF 7.60 FEET TO THE
BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 163.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°02'04", AN ARC LENGTH OF 59.84 FEET TO
THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 137.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°14'10", AN ARC LENGTH OF 57.95 FEET TO A
POINT ON THE EAST RIGHT-OF-WAY LINE OF WEST ASANTE BOULEVARD AS SHOWN ON THE MAP OF DEDICATION OF ASANTE
PHASE TWO FILED AS BOOK 885, PAGE 46, MARICOPA COUNTY RECORDERS, TO THE BEGINNING OF A COMPOUND CURVE,
CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°19'39", AN ARC LENGTH OF 300.13 FEET TO A
NON-TANGENT LINE;
THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 29°18'05" EAST, 27.98 FEET;
THENCE NORTH 15°04'13" WEST, 70.00 FEET;
THENCE NORTH 59°26'41" WEST, 27.98 FEET TO A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2065.00
FEET, THE CENTER OF WHICH BEARS NORTH 76°27'21" EAST;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°10'48",
AN ARC LENGTH OF 42.53 FEET TO A TANGENT LINE;
THENCE NORTH 12°21'51" WEST, 214.64 FEET;
THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 77°46'15" EAST, 116.18 FEET;
THENCE SOUTH 56°13'12" EAST, 12.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 70.50
FEET, THE CENTER OF WHICH BEARS SOUTH 56°13'12" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°55'43", AN ARC LENGTH OF 110.65 FEET TO A
NON-TANGENT LINE;
THENCE NORTH 33°42'31" EAST, 23.02 FEET;
THENCE NORTH 63°38'38" EAST, 250.00 FEET;
THENCE SOUTH 71°57'32" EAST, 69.57 FEET;
THENCE NORTH 18°02'28" EAST, 36.48 FEET;
THENCE NORTH 24°43'10" EAST, 96.86 FEET;
THENCE NORTH 43°31'21" EAST, 840.19 FEET;
THENCE SOUTH 46°28'39" EAST, 680.00 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PAT TILLMAN BOULEVARD AS
SHOWN ON SAID MAP OF DEDICATION OF ASANTE PHASE TWO;
THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 43°31'21" WEST, 567.83 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP
4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE
RESULTS OF SURVEY, RECORDED IN BOOK 1405, PAGE 31, MARICOPA COUNTY RECORDERS.

FLOOD ZONE DESIGNATION

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

OWNER

LCD ASANTE, LLC
1725 W. GREENTREE DRIVE, SUITE 114
TEMPE, ARIZONA 85284

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS, RLS

PUBLIC NOTICE:

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

RELEASE OF LIABILITY

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

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

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

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS
FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY 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 PLANNED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012,
SIGNED ON 9-29-2010, DECISION AND ORDER NUMBER 86-002344.001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER
SUPPLY PURSUANT A.R.S. 45-576.

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

MAYOR _____

ATTEST: _____

CITY CLERK _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE
UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2018, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT
THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST 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.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
kpangus@hilgartwilson.com



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

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF
MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "HERITAGE ASANTE - PARCEL 1", BEING WITHIN PORTIONS OF THE
SOUTHEAST QUARTER OF SECTION 2, 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, AS SHOWN AND
PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "HERITAGE ASANTE - PARCEL 1"
AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND
EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER,
LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACT A IS HEREBY DECLARED AS PRIVATE ACCESSWAY TO BE OWNED AND MAINTAINED BY HERITAGE ASANTE HOME OWNERS
ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AN EASEMENT FOR PUBLIC WATER AND SEWER, REFUSE COLLECTION,
DRAINAGE AND EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF:

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

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

ITS:

BY: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

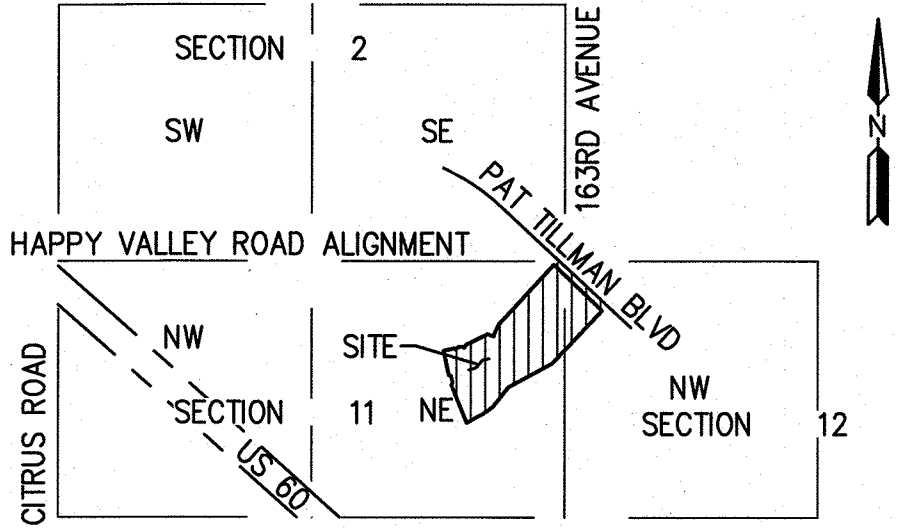
ON THIS, THE _____ DAY OF _____, 2019, BEFORE ME, _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO
BE THE _____ OF LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH
OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED
THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

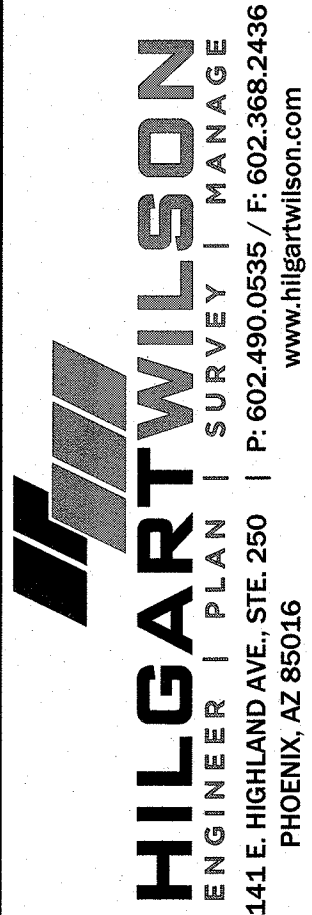


VICINITY MAP

NOT TO SCALE

SHEET INDEX

FP01 COVER SHEET
FP02 SHEET INDEX MAP, LEGEND,
NOTES, LOT/TRACT AREA TABLE
& VISIBILITY DETAIL
FP03-FP07 FINAL PLAT



HERITAGE ASANTE - PARCEL 1
PAT TILLMAN BOULEVARD AND WEST ASANTE BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909	STATUS:
DATE: MAR 2019	MUNICIPAL TRACKING NO.:
SCALE: NONE	DRAWN: JHVD
APPROVED: KJP	

DWG. NO.

FP01

SHT. 1 OF 7

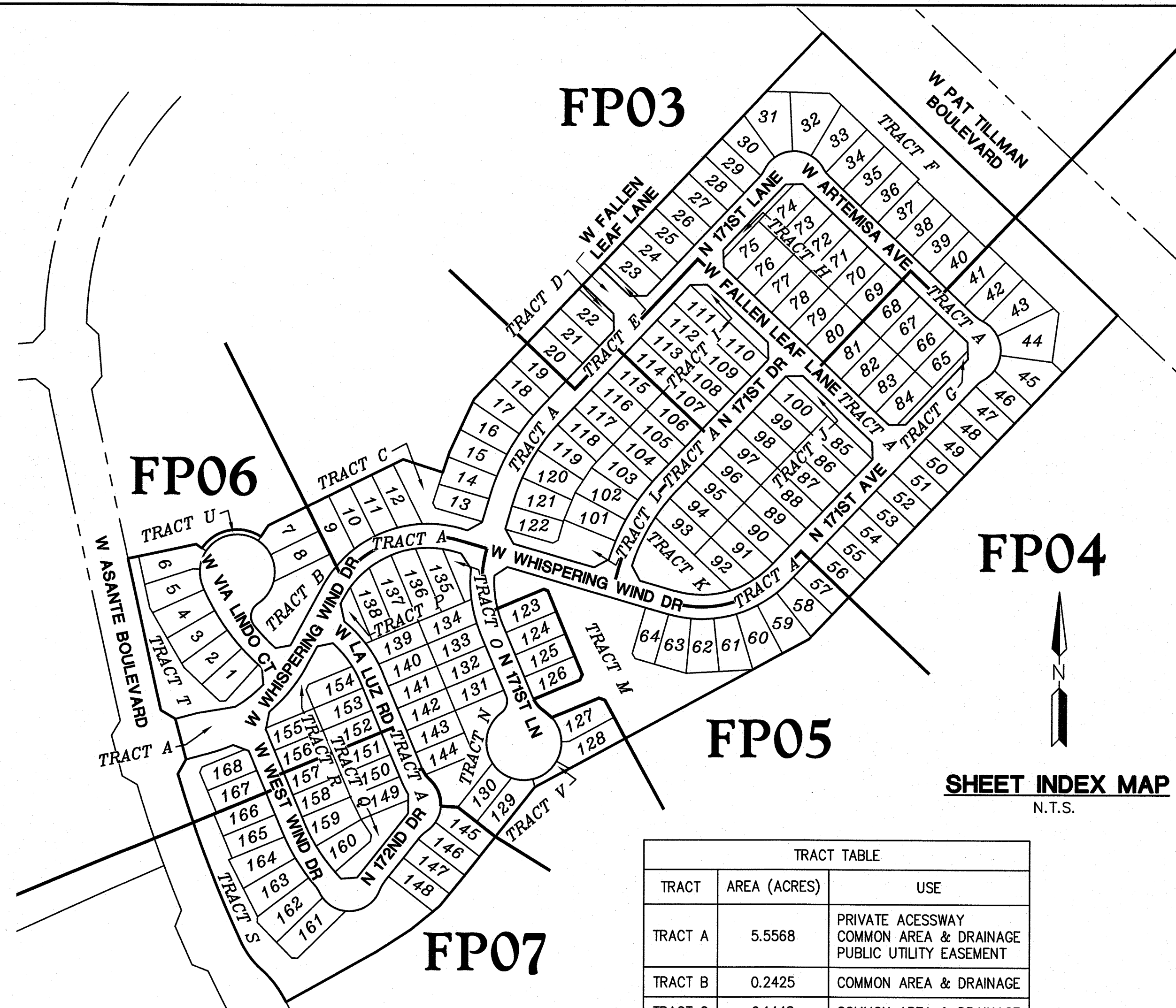
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	3808	0.087
LOT : 2	4025	0.092
LOT : 3	4011	0.092
LOT : 4	4014	0.092
LOT : 5	4076	0.094
LOT : 6	4428	0.102
LOT : 7	4100	0.094
LOT : 8	4028	0.092
LOT : 9	4147	0.095
LOT : 10	3820	0.088
LOT : 11	3822	0.088
LOT : 12	4155	0.095
LOT : 13	3480	0.080
LOT : 14	3829	0.088
LOT : 15	3946	0.091
LOT : 16	4092	0.094
LOT : 17	4205	0.097
LOT : 18	3604	0.083
LOT : 19	3600	0.083
LOT : 20	3600	0.083
LOT : 21	3600	0.083
LOT : 22	4000	0.092
LOT : 23	4000	0.092
LOT : 24	3600	0.083
LOT : 25	3600	0.083
LOT : 26	3600	0.083
LOT : 27	3600	0.083
LOT : 28	3600	0.083
LOT : 29	3600	0.083
LOT : 30	3941	0.090
LOT : 31	5894	0.135
LOT : 32	6183	0.142
LOT : 33	4639	0.106
LOT : 34	3998	0.092

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 35	4000	0.092
LOT : 36	4000	0.092
LOT : 37	3800	0.087
LOT : 38	3800	0.087
LOT : 39	3800	0.087
LOT : 40	3800	0.087
LOT : 41	4000	0.092
LOT : 42	3984	0.091
LOT : 43	5077	0.117
LOT : 44	5826	0.134
LOT : 45	5308	0.122
LOT : 46	3536	0.081
LOT : 47	3600	0.083
LOT : 48	3600	0.083
LOT : 49	3600	0.083
LOT : 50	3600	0.083
LOT : 51	3600	0.083
LOT : 52	3600	0.083
LOT : 53	3600	0.083
LOT : 54	3600	0.083
LOT : 55	3600	0.083
LOT : 56	3600	0.083
LOT : 57	3600	0.083
LOT : 58	4035	0.093
LOT : 59	4254	0.098
LOT : 60	4326	0.099
LOT : 61	4277	0.098
LOT : 62	4139	0.095
LOT : 63	4072	0.093
LOT : 64	3429	0.079
LOT : 65	3750	0.086
LOT : 66	3800	0.087
LOT : 67	3800	0.087
LOT : 68	3800	0.087

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 69	3800	0.087
LOT : 70	3800	0.087
LOT : 71	3800	0.087
LOT : 72	3800	0.087
LOT : 73	3800	0.087
LOT : 74	3750	0.086
LOT : 75	3750	0.086
LOT : 76	3800	0.087
LOT : 77	3800	0.087
LOT : 78	3800	0.087
LOT : 79	3800	0.087
LOT : 80	3800	0.087
LOT : 81	3800	0.087
LOT : 82	3800	0.087
LOT : 83	3800	0.087
LOT : 84	3750	0.086
LOT : 85	4179	0.096
LOT : 86	4179	0.096
LOT : 87	4179	0.096
LOT : 88	4179	0.096
LOT : 89	4179	0.096
LOT : 90	4179	0.096
LOT : 91	4128	0.095
LOT : 92	3746	0.086
LOT : 93	3732	0.086
LOT : 94	3819	0.088
LOT : 95	3821	0.088
LOT : 96	3821	0.088
LOT : 97	3821	0.088
LOT : 98	3821	0.088
LOT : 99	3821	0.088
LOT : 100	3821	0.088
LOT : 101	4141	0.095
LOT : 102	4184	0.096

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 103	4245	0.097
LOT : 104	3602	0.083
LOT : 105	3600	0.083
LOT : 106	3600	0.083
LOT : 107	3600	0.083
LOT : 108	3600	0.083
LOT : 109	3600	0.083
LOT : 110	3600	0.083
LOT : 111	3600	0.083
LOT : 112	3600	0.083
LOT : 113	3600	0.083
LOT : 114	3600	0.083
LOT : 115	3600	0.083
LOT : 116	3600	0.083
LOT : 117	3600	0.083
LOT : 118	3600	0.083
LOT : 119	4173	0.096
LOT : 120	4164	0.096
LOT : 121	4046	0.093
LOT : 122	3570	0.082
LOT : 123	3790	0.087
LOT : 124	3638	0.084
LOT : 125	3638	0.084
LOT : 126	3613	0.083
LOT : 127	4015	0.092
LOT : 128	4462	0.102
LOT : 129	4154	0.095
LOT : 130	3643	0.084
LOT : 131	3505	0.080
LOT : 132	3505	0.080
LOT : 133	3509	0.081
LOT : 134	3645	0.084
LOT : 135	4389	0.101
LOT : 136	4890	0.112

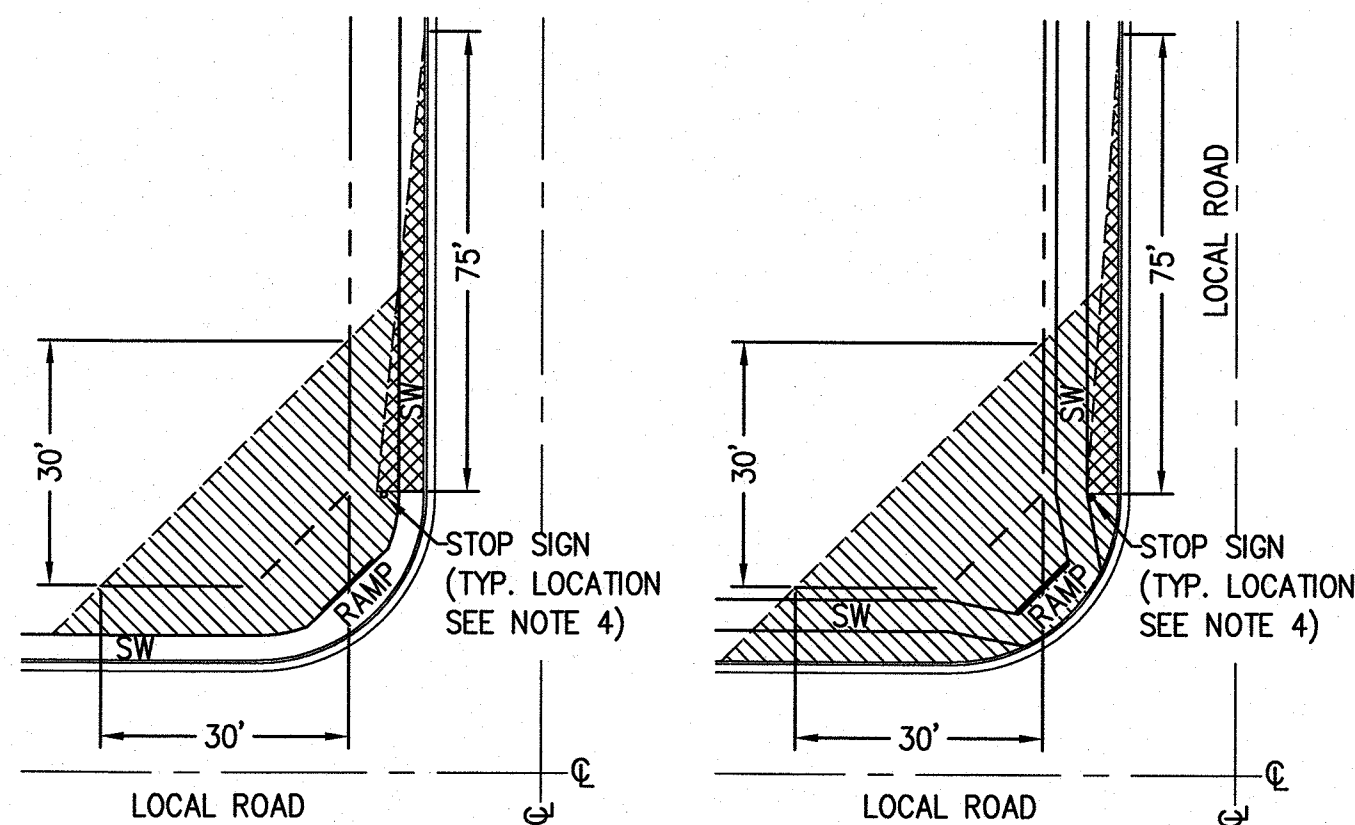
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 137	4890	0.112
LOT : 138	4389	0.101
LOT : 139	3645	0.084
LOT : 140	3509	0.081
LOT : 141	3505	0.080
LOT : 142	3505	0.080
LOT : 143	3505	0.080
LOT : 144	3476	0.080
LOT : 145	4058	0.093
LOT : 146	3842	0.088
LOT : 147	3936	0.090
LOT : 148	3888	0.089
LOT : 149	3640	0.084
LOT : 150	3540	0.081
LOT : 151	3540	0.081
LOT : 152	3540	0.081
LOT : 153	3540	0.081
LOT : 154	3488	0.080
LOT : 155	3501	0.080
LOT : 156	3500	0.080
LOT : 157	3500	0.080
LOT : 158	3500	0.080
LOT : 159	4210	0.097
LOT : 160	3987	0.092
LOT : 161	4688	0.108
LOT : 162	5167	0.119
LOT : 163	4774	0.110
LOT : 164	4710	0.108
LOT : 165	3760	0.086
LOT : 166	3760	0.086
LOT : 167	3560	0.082
LOT : 168	3525	0.081



TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	5.5568	PRIVATE ACCESSWAY COMMON AREA & DRAINAGE PUBLIC UTILITY EASEMENT
TRACT B	0.2425	COMMON AREA & DRAINAGE
TRACT C	0.1448	COMMON AREA & DRAINAGE
TRACT D	0.0172	COMMON AREA
TRACT E	0.0172	COMMON AREA
TRACT F	1.1709	COMMON AREA & DRAINAGE
TRACT G	0.0367	COMMON AREA
TRACT H	0.0367	COMMON AREA
TRACT I	0.0735	COMMON AREA
TRACT J	0.0826	COMMON AREA
TRACT K	0.2456	COMMON AREA & DRAINAGE
TRACT L	0.1501	COMMON AREA & DRAINAGE
TRACT M	0.9099	COMMON AREA & DRAINAGE
TRACT N	0.2289	COMMON AREA & DRAINAGE
TRACT O	0.0470	COMMON AREA
TRACT P	0.0470	COMMON AREA
TRACT Q	0.1159	COMMON AREA
TRACT R	0.1429	COMMON AREA
TRACT S	0.8286	COMMON AREA & DRAINAGE
TRACT T	0.3125	COMMON AREA & DRAINAGE
TRACT U	0.0192	COMMON AREA
TRACT V	0.0193	COMMON AREA

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. LANDSCAPING WITHIN ALL TRACTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
9. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
10. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."



LOCAL STREET SIGHT VISIBILITY TRIANGLES

AREAS

ASANTE BLVD RIGHT-OF-WAY =	31,157	SQ. FT.	0.715	ACRES
PAT TILLMAN BLVD RIGHT-OF-WAY =	45,900	SQ. FT.	1.054	ACRES
TRACT A AREA =	242,056	SQ. FT.	5.557	ACRES
OPEN SPACE AREA (TRACTS B-V) =	212,975	SQ. FT.	4.889	ACRES (19.2%)
LOT AREA =	655,429	SQ. FT.	15.047	ACRES
GROSS AREA =	1,187,517	SQ. FT.	27.262	ACRES
NET AREA =	1,110,460	SQ. FT.	25.493	ACRES

DENSITY (GROSS) = 6.2 D.U. / ACRE
DENSITY (NET) = 6.6 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



STATUS:

PROJ. NO.: 1909

SCALE: NONE

APPROVED: K.J.P.

DWG. NO.

FP02

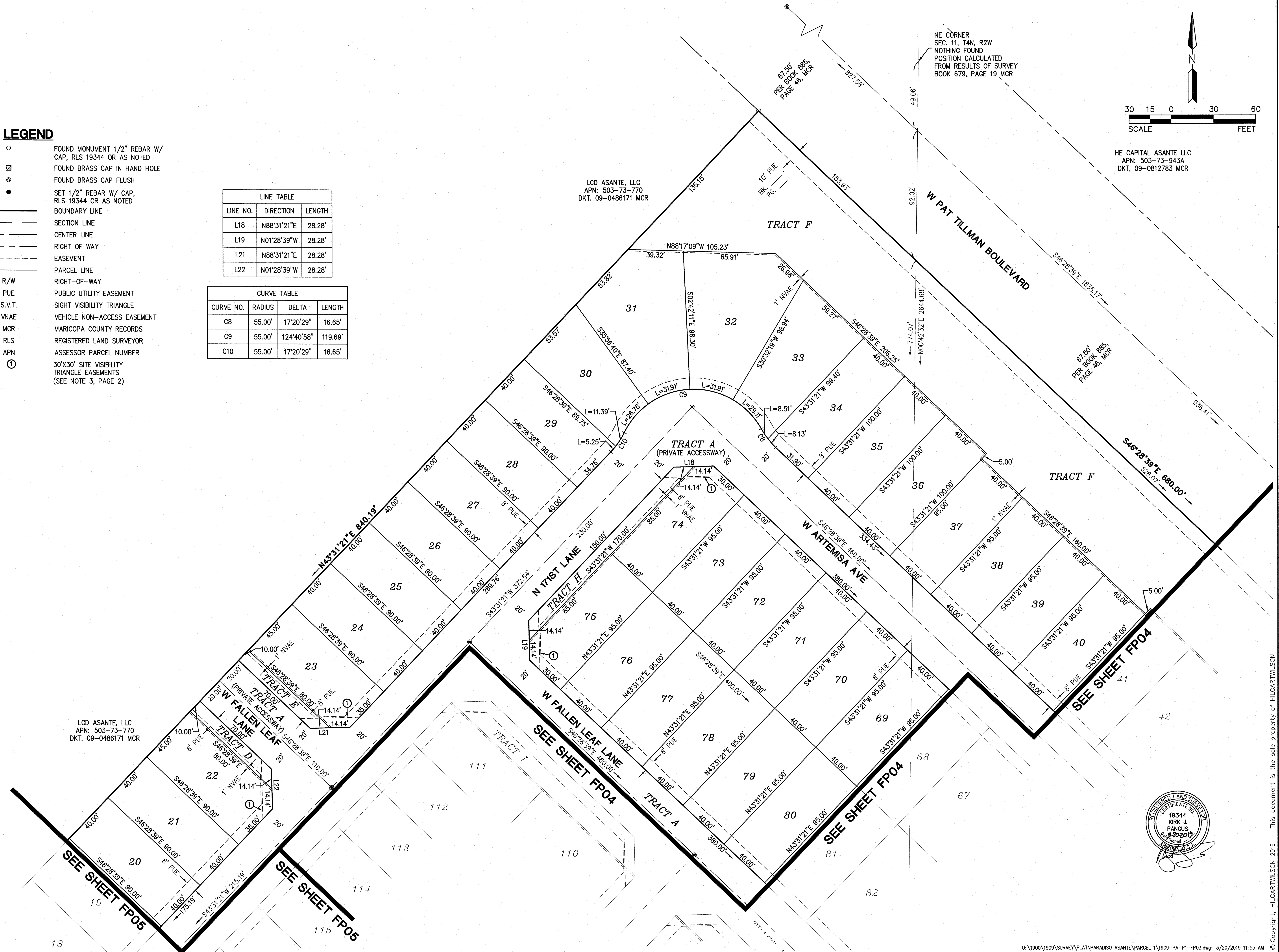
SHT. 2 OF 7

LEGEND

- FOUND MONUMENT 1/2" REBAR W/
CAP, RLS 19344 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP,
RLS 19344 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- S.V.T. SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- ① 30'X30' SITE VISIBILITY
TRIANGLE EASEMENTS
(SEE NOTE 3, PAGE 2)

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L18	N88°31'21"E	28.28'	
L19	N01°28'39"W	28.28'	
L21	N88°31'21"E	28.28'	
L22	N01°28'39"W	28.28'	

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C8	55.00'	17°20'29"	16.65'
C9	55.00'	12°44'05"	119.69'
C10	55.00'	17°20'29"	16.65'

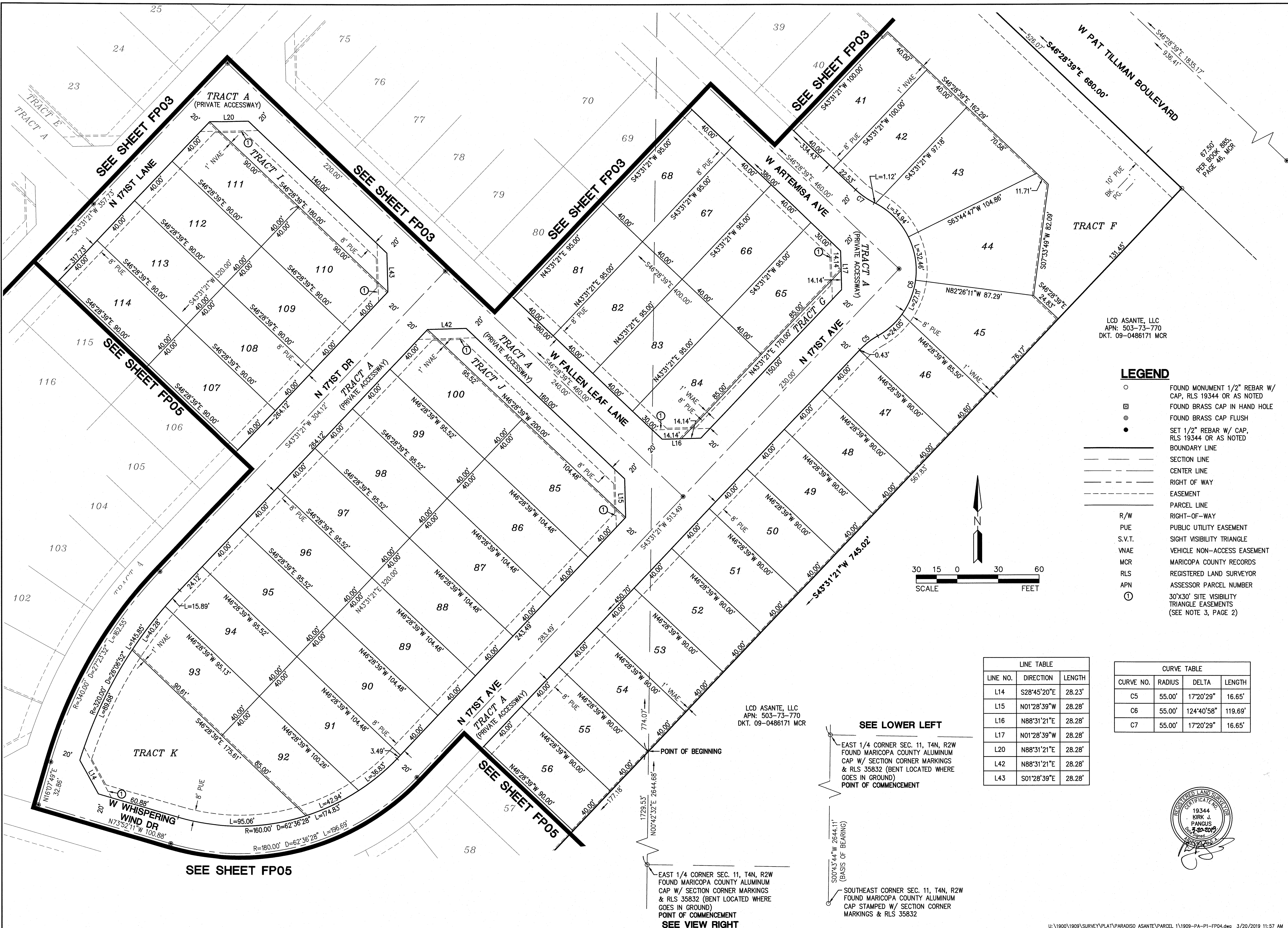


HILGARTWILSON
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2141 E. HIGHLAND AVE., STE. 250 | PHOENIX, AZ 85016
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www.hilgartwilson.com

HERITAGE ASANTE - PARCEL 1
PAT TILLMAN BOULEVARD AND WEST ASANTE BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

STATUS: PROJECT NO.: 1909
DATE: MAR 2019
SCALE: AS SHOWN
DRAWN: JHD
APPROVED: KJP

DWG. NO.
FP03
SHT. 3 OF 7



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

LEGEND

- FOUND MONUMENT 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - SIGHT VISIBILITY TRIANGLE
- - - VEHICLE NON-ACCESS EASEMENT
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- ① 30'X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	55.00'	17°20'29"	16.65'
C6	55.00'	124°40'58"	119.69'
C7	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L14	S28°45'20"E	28.23'
L15	N01°28'39"W	28.28'
L16	N88°31'21"E	28.28'
L17	N01°28'39"W	28.28'
L20	N88°31'21"E	28.28'
L42	N88°31'21"E	28.28'
L43	S01°28'39"E	28.28'



SEE LOWER LEFT

EAST 1/4 CORNER SEC. 11, T4N, R2W
FOUND MARICOPA COUNTY ALUMINUM
CAP W/ SECTION CORNER MARKINGS
& RLS 35832 (BENT LOCATED WHERE
GOES IN GROUND)
POINT OF COMMENCEMENT

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

EAST 1/4 CORNER SEC. 11, T4N, R2W
FOUND MARICOPA COUNTY ALUMINUM
CAP W/ SECTION CORNER MARKINGS
& RLS 35832 (BENT LOCATED WHERE
GOES IN GROUND)
POINT OF COMMENCEMENT
SEE VIEW RIGHT

SOUTHEAST CORNER SEC. 11, T4N, R2W
FOUND MARICOPA COUNTY ALUMINUM
CAP STAMPED W/ SECTION CORNER
MARKINGS & RLS 35832

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HERITAGE ASANTE - PARCEL 1
PAT TILLMAN BOULEVARD AND WEST ASANTE BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

STATUS: **PROJ. NO.: 1909**
DATE: MAR 2019
SCALE: AS SHOWN
DRAWN: JHYD
APPROVED: KJP

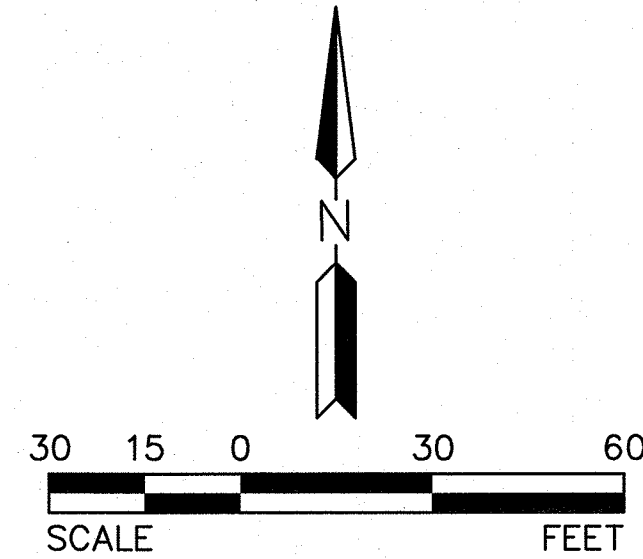
MUNICIPAL TRACKING NO:

DWG. NO.
FP04
SHT. 4 OF 7

LEGEND

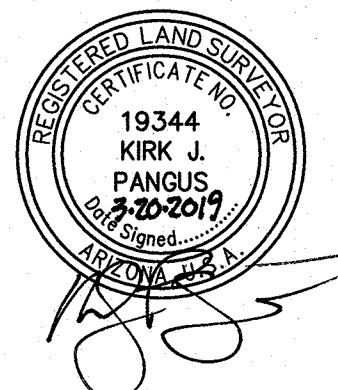
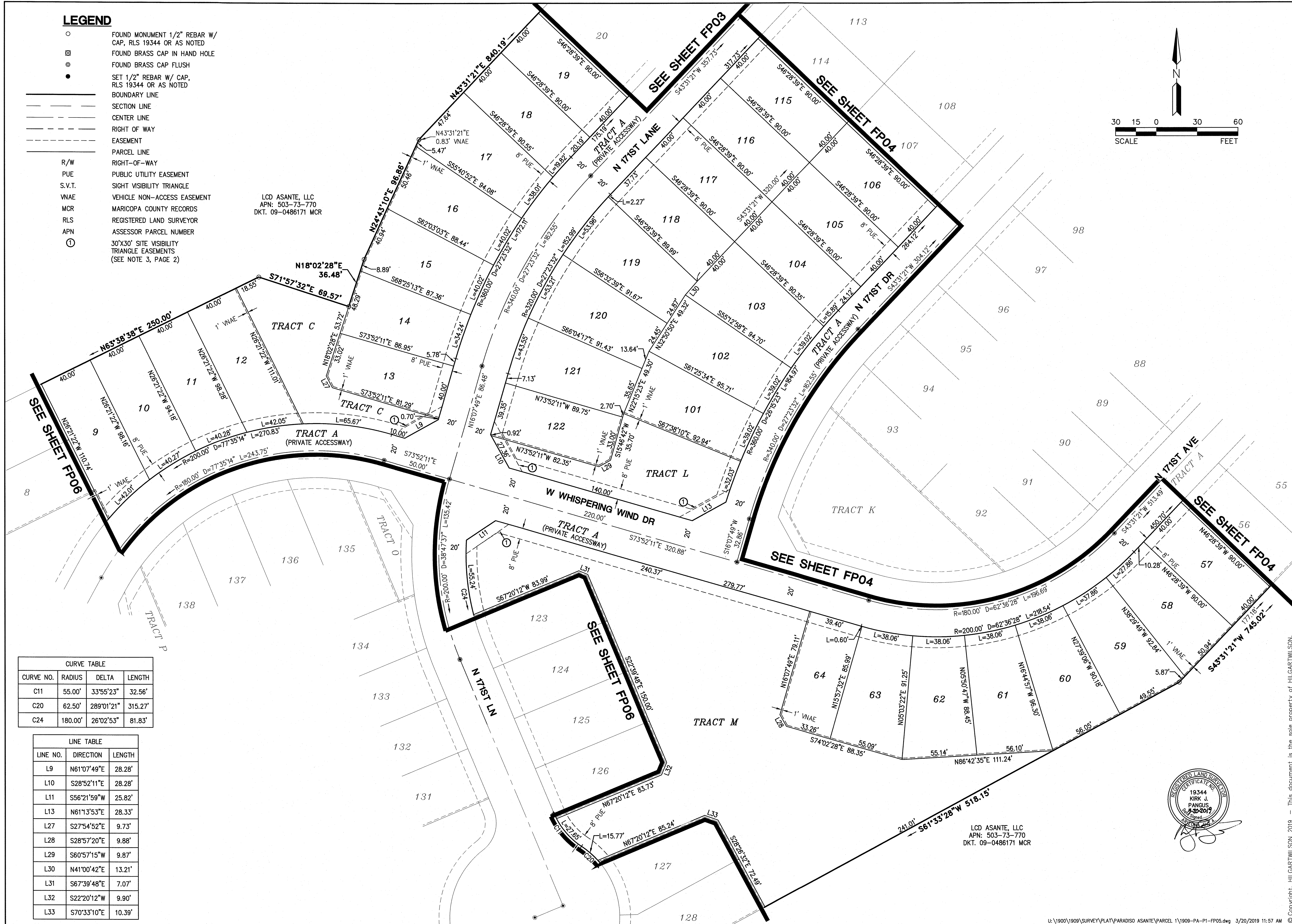
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- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- S.V.T. SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- ① 30'X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

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



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C11	55.00'	33°55'23"	32.56'
C20	62.50'	289°01'21"	315.27'
C24	180.00'	26°02'53"	81.83'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L9	N61°07'49"E	28.28'
L10	S28°52'11"E	28.28'
L11	S56°21'59"W	25.82'
L13	N61°13'53"E	28.33'
L27	S27°54'52"E	9.73'
L28	S28°57'20"E	9.88'
L29	S60°57'15"W	9.87'
L30	N41°00'42"E	13.21'
L31	S67°39'48"E	7.07'
L32	S22°20'12"W	9.90'
L33	S70°33'10"E	10.39'



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

HERITAGE ASANTE - PARCEL 1

PAT TILMAN BOULEVARD AND WEST ASANTE BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

STATUS: PROJECT NO.: 1909 DATE: MAR 2019 SCALE: AS SHOWN DRAWN: JHD APPROVED: KJP

MUNICIPAL TRACKING NO:

DWG. NO.

FP05

SHT. 5 OF 7

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	250.00'	46°23'03"	202.39'
C4	200.00'	9°26'21"	32.95'
C11	55.00'	33°55'23"	32.56'
C12	25.00'	75°05'58"	32.77'
C13	25.00'	96°35'22"	42.15'
C14	55.00'	24°36'33"	23.62'
C15	55.00'	102°40'47"	98.57'
C21	230.00'	14°44'20"	59.17'
C22	330.00'	8°50'10"	50.89'
C23	200.00'	77°35'14"	270.83'
C24	180.00'	26°02'53"	81.83'
C26	285.00'	8°47'21"	43.72'

LEGEND

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 - ⊗ FOUND BRASS CAP IN HAND HOLE
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 - SECTION LINE
 - CENTER LINE
 - RIGHT OF WAY
 - EASEMENT
 - PARCEL LINE
 - RIGHT-OF-WAY
 - PUBLIC UTILITY EASEMENT
 - SIGHT VISIBILITY TRIANGLE
 - VEHICLE NON-ACCESS EASEMENT
 - MARICOPA COUNTY RECORDS
 - REGISTERED LAND SURVEYOR
 - ASSESSOR PARCEL NUMBER
 - ⊙ 30'X30' SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)
- R/W
PUE
S.V.T.
VNAE
MCR
RLS
APN

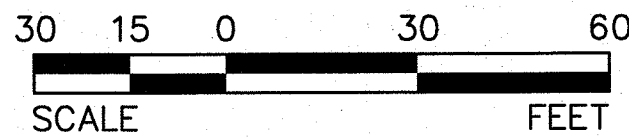
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N67°20'12"E	22.50'
L2	S32°06'09"E	15.60'
L3	S69°40'15"E	27.76'
L4	S11°29'51"W	30.62'
L5	S04°40'30"E	27.64'
L6	N79°06'28"E	25.42'
L7	S78°18'24"W	25.82'
L8	N12°32'18"W	30.14'
L12	N32°47'19"W	30.14'
L25	N87°21'48"E	9.81'
L26	N86°09'56"W	11.00'
L31	S67°39'48"E	7.07'
L32	S22°20'12"W	9.90'
L33	S70°33'10"E	10.39'
L34	N88°17'24"E	13.08'
L35	N60°41'53"W	25.00'
L36	N14°00'48"W	13.91'
L37	N22°20'12"E	9.90'
L39	N22°20'12"E	9.90'
L41	N22°20'12"E	9.90'
L44	S07°03'18"E	10.10'
L45	S23°05'20"E	10.10'
L46	N86°37'41"W	28.57'
L47	N31°09'36"W	230.00'
L48	N76°27'21"E	2065.00'

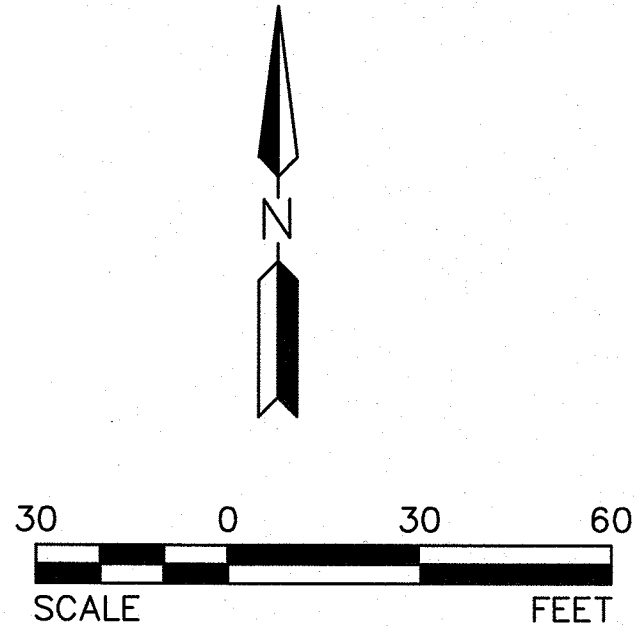
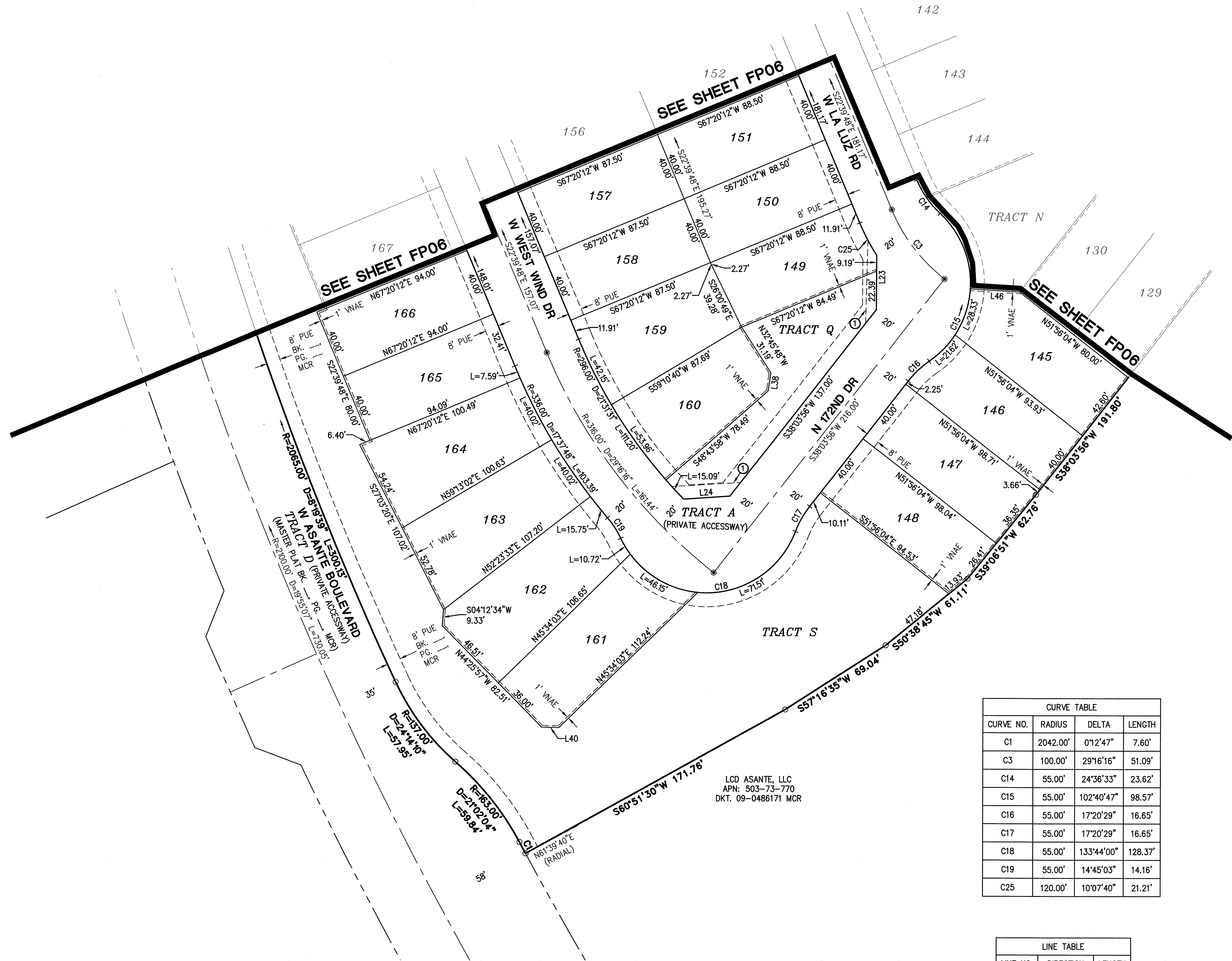
HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGE
2141 E. HIGHLAND AVE. STE. 250 | P. 602.490.0535 / F. 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

HERITAGE ASANTE - PARCEL 1
PAT TILMAN BOULEVARD AND WEST ASANTE BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

STATUS: PROJECT NO.: 1909
DATE: MAR 2019
SCALE: AS SHOWN
DRAWN: JHD
APPROVED: KJP
DWG. NO.: **FP06**
SHT. 6 OF 7

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





LEGEND

- FOUND MONUMENT 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
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- - - MCR
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- - - APN
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CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	2042.00'	0°12'47"	7.60'
C3	100.00'	29°16'16"	51.09'
C14	55.00'	24°36'33"	23.62'
C15	55.00'	102°40'47"	98.57'
C16	55.00'	17°20'29"	16.65'
C17	55.00'	17°20'29"	16.65'
C18	55.00'	133°44'00"	128.37'
C19	55.00'	14°45'03"	14.16'
C25	120.00'	10°07'40"	21.21'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L23	N00°16'32"E	31.58'
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L38	S07°59'05"W	10.61'
L40	S89°25'57"E	9.90'
L46	N86°37'41"W	28.57'

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



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STATUS:

PROJ. NO.: 1909

DATE: MAR 2019

MUNICIPAL TRACKING NO:

SCALE: AS SHOWN

DRAWN: JHVD

APPROVED: KJP

DWG. NO.

FP07

SHT. 7 OF 7

HERITAGE ASANTE - PARCEL 1
PAT TILLMAN BOULEVARD AND WEST ASANTE BOULEVARD
SURPRISE, ARIZONA

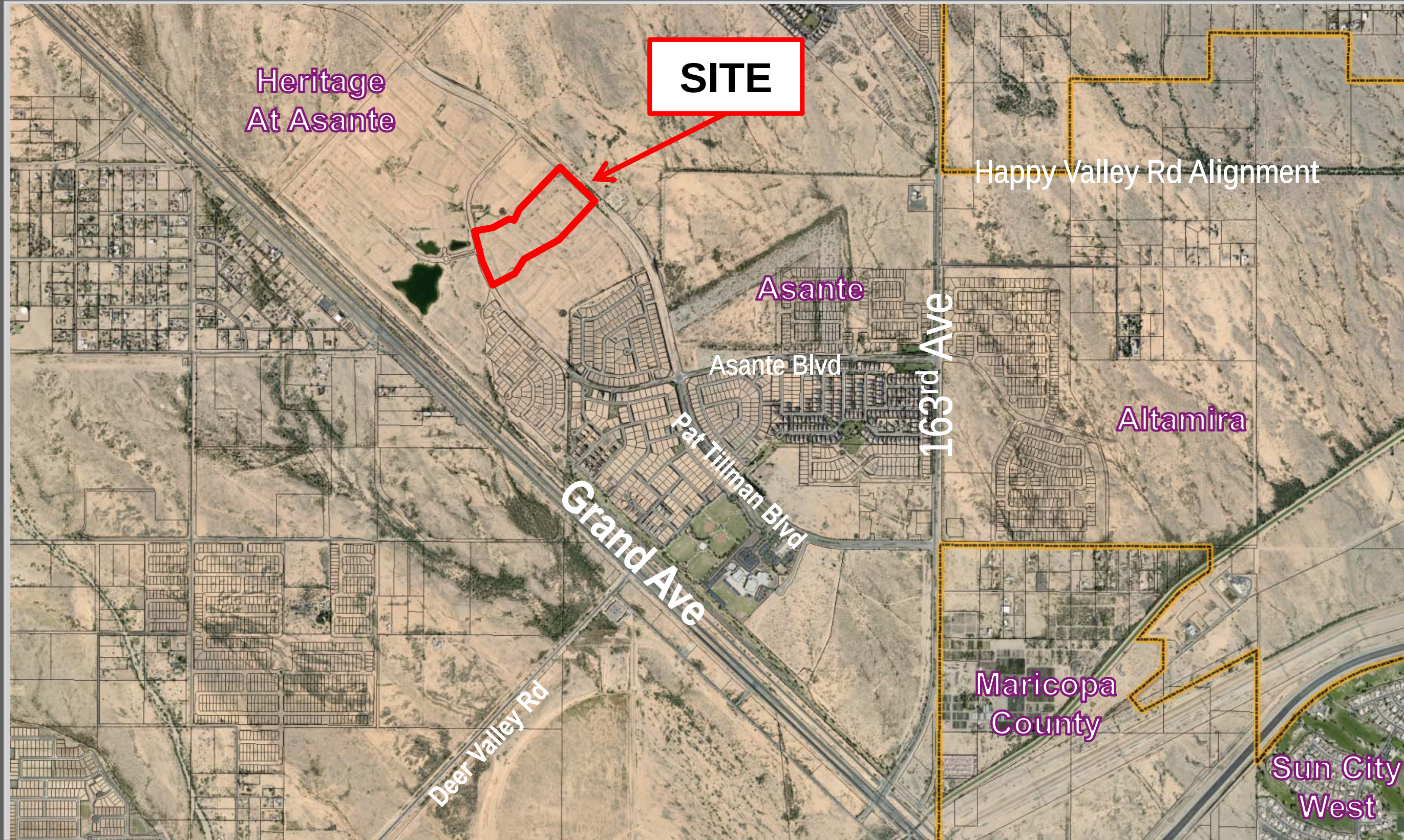
FINAL PLAT

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



Heritage Asante Parcel 1 Final Plat

City Council
June 4, 2019



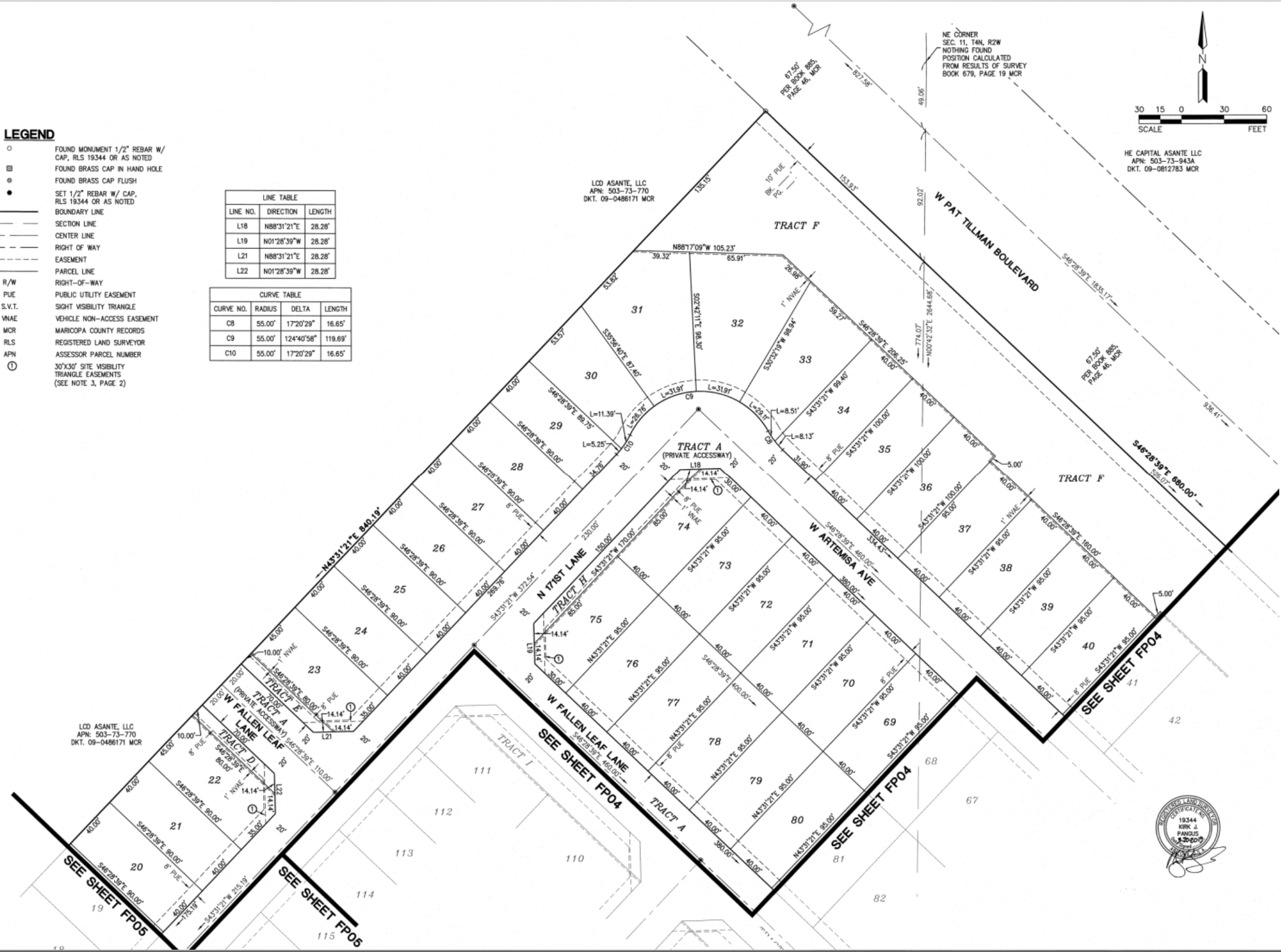
VICINITY MAP

LEGEND

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- R/W
- PUE
- S.V.T.
- VNAE
- MCR
- RLS
- APN
- ①

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L18	N88°31'21"E	28.28'
L19	N01°28'39"W	28.28'
L21	N88°31'21"E	28.28'
L22	N01°28'39"W	28.28'

CURVE TABLE		
CURVE NO.	RADIUS	DELTA
C8	55.00'	17°20'29"
C9	55.00'	124°40'58"
C10	55.00'	17°20'29"



FINAL PLAT



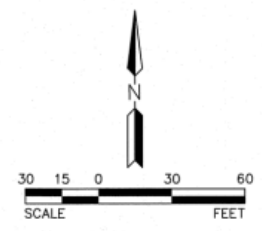
FINAL PLAT



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LCD ASANTE, LLC
APN: 503-73-770
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CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C11	55.00'	33°55'23"	32.56'
C20	62.50'	28°01'21"	315.27'
C24	180.00'	26°02'53"	81.83'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L9	N61°07'49"E	28.28'
L10	S28°52'11"E	28.28'
L11	S56°21'59"W	25.82'
L13	N61°13'53"E	28.33'
L27	S27°54'52"E	9.73'
L28	S28°57'20"E	9.88'
L29	S60°57'15"W	9.87'
L30	N41°00'42"E	13.21'
L31	S67°39'48"E	7.07'
L32	S22°20'12"W	9.90'
L33	S70°33'10"E	10.39'



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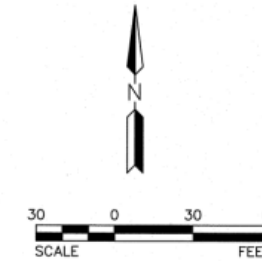
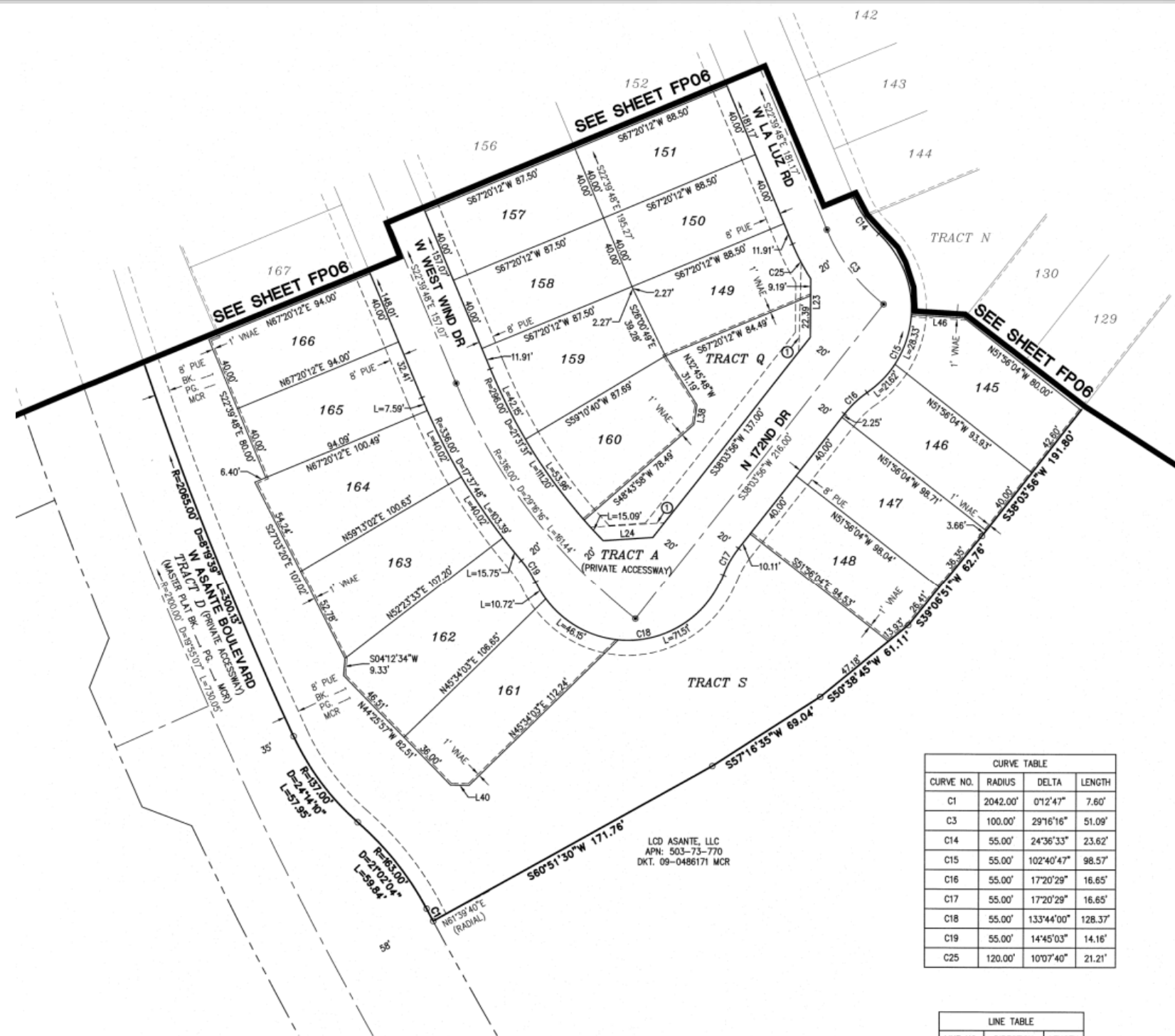
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FINAL PLAT



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L46	N86°37'41"W	28.57'



FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Development Agreement between the City of Surprise and Metro Oasis, LLLP; Resolution 2019-51.

Motion:

I move to approve Resolution # 2019-51.

Background:

The Desert Oasis Planned Area Development (PAD) was approved by City Council on September 14, 2000. The PAD identified a number of arterial roadways one of which was 179th Ave. During the review of some preliminary plats, staff and the developer determined that 179 Ave was not feasible due to topography issues associated with the coinciding wash and agreed to work towards a transportation solution that would benefit the Desert Oasis area. On August 7, 2018, the City Council approved an 832 lot preliminary subdivision plat for a portion of Desert Oasis owned by Metro Oasis, LLLP. As part of that approval, the developer agreed to pay to the City an in-lieu fee to be used by the City towards street improvements along or adjacent to 163rd Avenue in the vicinity of Jomax Road in exchange for eliminating the developer obligation to construct street improvements along or within the 179th Avenue alignment. This agreement solidifies the in-lieu fee amount, timing of payments, and how these funds are to be used.

Objective Analysis:

Potential Positive Impacts Include: Growth is paying for itself; the in-lieu fee will assist in the funding of transportation infrastructure improvements needed adjacent to 163rd Avenue in the vicinity of Jomax Road.

Policy Compliant:

The action is compliant with Council policy relative to growth paying for itself.

Financial Impact:

Per the agreement, Metro Oasis, LLLP (Developer) and any successors-in-interest to this portion of Desert Oasis are obligated to pay to the City an in-lieu fee totaling \$775,000 payable in two payments per the agreement. The first payment is due within 10 business day of recordation of the first final plat, and the second payment is due the earliest of: ten business days after the date that the last final plat for the Property is recorded or the date that is two years after the date that the Phase 1 Final Plat was

recorded.

Budget Impact:

None at this time; however, the anticipated incremental additional maintenance expense associated with the public infrastructure will be incorporated in future budgets. The in-lieu fees collected will be used in the funding of the Future 163rd Ave Improvement project.

FTE Impact:

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

ATTACHMENTS:

1. Metro Oasis DA Staff Report
 2. 10083-3 Harvard_Desert Oasis - Development Agreement EXECUTION VERSION(1294733.7)
 3. 19.05.01 EVR Res 2019-51
-

Development Agreement

REPORT TO THE CITY COUNCIL

Case: Harvard - Desert Oasis Development Agreement

Council District: 1 – ACACIA

Meeting Date: June 4, 2019

Staff: Lloyd Abrams

Owner: Metro Oasis, LLLP

Request: Approval of Development Agreement, Resolution No. 2019-51

Site Location: Generally south of Dynamite Boulevard and west of 171st Avenue in Desert Oasis.

Site Size: 229.67 Acres (approx.)

Actions: Approval of Resolution No. 2019-51

History:

October 12, 2000: The subject parcel was annexed into the City.

September 14, 2000: The Mayor and City Council approved The Desert Oasis at Surprise Planned Area Development (PAD).

August 7, 2018: The Mayor and City Council approved the Preliminary Plat for the subject Property, case FS17-545, subject to the stipulations listed below:

- A. Pursuant to the PAD for Desert Oasis, the Developer would be required to construct half street improvements for 179th Avenue along the project west boundary. Alternatively, prior to approval of the Final Plat, the Developer, with the concurrence of City Staff, may provide a cash-in-lieu payment for other roadway improvements of a similar size or cost in the area that would benefit this development.
- B. Prior to approval of the Final Plat, the Developer will provide a cash-in-lieu payment, per a City reviewed and approved engineer's estimate, for the raised median and landscape on 171st Avenue along the project frontage.
- C. Prior to approval of the Final Plat, the Developer will provide a cash-in-lieu payment, per a City reviewed and approved engineer's estimate, for the

41 raised median and landscape on Dynamite Boulevard along the project
42 frontage.

43 D. The developer shall resolve the ownership issue regarding the well site (503-
44 51-020D) and dedicate the required 55' right-of-way on the final plat.

45 E. The CLOMR shall be approved by FCDMC and the City of Surprise prior to
46 approval of the Final Plat.

47 F. Non-compliance with the stipulations of approval of this case will be treated
48 as a violation in accordance with the provisions of Article XIV of the Surprise
49 Unified Development Code.

50
51 **October 19, 2018:** Coe and Van Loo Consultants Inc. on behalf of Metro Oasis, LLLP.
52 filed a request for three (3) final plat approvals for Parcels L3, L4-A, and L4-B of the
53 Desert Oasis PAD, a portion of the subject Property.

54
55 **Project Description:**
56

57 The subject site is part of the Desert Oasis Plan Area Development (PAD) which was
58 approved by the City on September 14, 2000. The PAD identifies a number of arterial
59 roadways, one of which is 179th Avenue. The Desert Oasis PAD shows the 179th
60 Avenue alignment along the western boundary of the subject Property. During the
61 review of the preliminary plat City staff and the developer determined that the
62 construction of 179th Avenue was not feasible due to topography issues associated with
63 a wash that crosses through the street alignment. Given these circumstances and
64 constraints, City staff and the developer agreed to work towards an alternative
65 transportation solution that would benefit the Desert Oasis area.

66
67 On August 7, 2018 the City approved a preliminary plat for an 832-lot subdivision for the
68 subject Property. Pursuant to stipulation A of the preliminary plat approval, the
69 developer agreed to pay to the City an in-lieu fee to be used by the City towards street
70 improvements along or adjacent to 163rd Avenue in the vicinity of Jomax Road in
71 exchange of the developer's obligation to construct street improvements along or within
72 the 179th Avenue alignment. This development agreement solidifies the in-lieu fee
73 amount, timing of payments, and how these funds are to be used.

74
75 With this Development Agreement between the City and the Developer, the Developer
76 has agreed to pay an in-lieu fee of \$931.49 per lot, for a total of \$775,000. The City has
77 agreed to allow financial guarantees to be provide to the City after city council approval
78 and withhold recordation of the final plats until such financial guarantees have been
79 received.

80 **Timing of Payments**

81
82 The In-Lieu Fee shall be due and payable in two payments to the City as follows:

83
84 **First Payment:** A payment in an amount equal to the Per Lot Fee multiplied by the
85 number of residential lots included within the first final plat to be recorded for the
86 Property ("**Phase 1 Final Plat**") is due within ten (10) business days after the first Phase
87 1 Final Plat is recorded in the Official Records of Maricopa County, Arizona ("**First**
88 **Payment**"). As an example only, if 304 residential lots are included in the first Phase 1
89 Final Plat, then the First Payment is \$283,172.96.

90
91 **Second and Final Payment:** A payment in an amount equal to the In-Lieu Fee minus
92 the First Payment is due upon the earlier of: (i) ten (10) business days after the date
93 that the last final plat for the Property (meaning the final plat containing the last
94 residential lot to be recorded within the Property) is recorded in the Official Records of
95 Maricopa County, Arizona, or (ii) the date that is two (2) years after the date that the
96 Phase 1 Final Plat is recorded in the Official Records of Maricopa County, Arizona
97 ("**Final Payment**").

98 The first three (3) Final Plats for phase 1 of subject Property have been approved by
99 staff and will be presented to the City Council on June 4, 2019. The plats for phase 1 of
100 the subject Property include 304 lots. Therefore, the Developer shall make a payment
101 for a total of \$283,172.96 to the City within ten (10) business days after these final plats
102 are recorded.

103
104 **Use of In-Lieu Fees**

105
106 The fees agreed upon between the City and the Developer shall only be used by the
107 City for the purpose of completing the 163rd Avenue Improvements.

108
109 **Summary:**

110
111 The Development Agreement complies with Stipulation 'A' from the approved Preliminary
112 Plat, case FS17-545, and will assist in the funding of the transportation infrastructure
113 improvements needed adjacent to 163rd Avenue in the vicinity of Jomax Road.

114
115 **Attachments:**

116
117 01 Resolution No. 2019-51
118 02 Harvard Desert Oasis – Development Agreement

When Recorded Return To:

CITY OF SURPRISE
City Clerk
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made by and between the CITY OF SURPRISE, an Arizona municipal corporation ("**City**"), and METRO OASIS, LLLP, an Arizona limited liability limited partnership ("**Developer**").

RECITALS

A. Developer is the owner of that certain real property located generally southwest of the intersection of 171st Avenue and Dynamite Road in the City of Surprise, which parcels are legally described in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated herein by this reference (the "**Property**").

B. The Property is included within a planned area development called "Desert Oasis at Surprise" approved by the City Council of the City on September 14, 2000 pursuant to Ordinance No. 00-18 (the "**PAD**").

C. The City has approved a preliminary subdivision plat for the Property in connection with the Developer's intended development of the Property as a single-family residential subdivision containing eight hundred thirty-two (832) lots (the "**Preliminary Plat**").

D. As part of the City's approval of the Preliminary Plat and in lieu of any obligation of Developer to construct street improvements along or within the 179th Avenue alignment, Developer has agreed to pay to the City an in-lieu fee to be used by the City towards street improvements along or adjacent to 163rd Avenue in the vicinity of Jomax Road, such improvements as determined solely in the City's discretion ("**163rd Ave. Improvements**"), and the City is willing to accept such in-lieu fee as full satisfaction of Developer's obligation, if any, for the 163rd Ave. Improvements and for improvements along or within the 179th Avenue alignment and, for such purposes, the City and Developer are entering into this Agreement.

E. This Agreement is a development agreement within the meaning of A.R.S. §9-500.05 and shall be construed as such.

AGREEMENT

NOW THEREFORE, in consideration the foregoing recitals, representations, mutual covenants, and promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. **Accuracy of Recitals.** The parties hereto hereby confirm the accuracy of the Recitals set forth above which are incorporated herein by this reference.

2. **Application to Property.** This Agreement pertains only to the Property described herein and does not apply to any other portions of the real property subject to the PAD.

3. **Effective Date.** This Agreement shall become effective upon the adoption of a resolution by the City Council of the City approving this Agreement and the execution by all parties to this Agreement and subsequent recordation in the Official Records of Maricopa County, Arizona.

4. **179th Avenue Alignment Street Improvements; Developer's Payment of In-Lieu Fee.** As a result of the planned development of the Property pursuant to the Preliminary Plat, the City and Developer have determined that street improvements along or within the 179th Avenue alignment along the western boundary of the Property are not required in conjunction with the development of the Property pursuant to the Preliminary Plat. Therefore, notwithstanding anything to the contrary contained in the PAD, the Preliminary Plat or any final subdivision plat with respect to the Property when approved by the City, neither the Developer nor any successor-in-interest to the Developer to any portion of the Property shall have any obligation to construct street improvements along or within the 179th Avenue alignment along the western boundary of the Property in connection with the development of the Property; provided, however, that in lieu of the construction of any such street improvements, the Developer and any successors-in-interest to the Property are obligated to pay to the City an in-lieu fee totaling \$775,000 (the "**In-Lieu Fee**"). The In-Lieu Fee equals a proportionate share payment of approximately \$931.49 for each of the 832 residential lots to be developed within the Property ("**Per Lot Fee**"). The In-Lieu Fee shall be due and payable in two payments to the City as follows:

4.1. **First Payment.** A payment in an amount equal to the Per Lot Fee multiplied by the number of residential lots included within the first final plat to be recorded for the Property ("**Phase 1 Final Plat**") is due within ten (10) business days after the first Phase 1 Final Plat is recorded in the Official Records of Maricopa County, Arizona ("**First Payment**"). As an example only, if 304 residential lots are included in the first Phase 1 Final Plat, then the First Payment is \$283,172.96.

4.2. **Second and Final Payment.** A payment in an amount equal to the In-Lieu Fee minus the First Payment is due upon the earlier of: (i) ten (10) business days after the date that the last final plat for the Property (meaning the final plat containing the last residential lot to be recorded within the Property) is recorded in the Official Records of Maricopa County, Arizona, or (ii) the date that is two (2) years after the date that the

Phase 1 Final Plat is recorded in the Official Records of Maricopa County, Arizona (“**Final Payment**”).

5. **City Use of In-Lieu Fee.** The City agrees that the monies received by the City shall be placed in a separate fund and accounted for separately and shall only be used by the City for the purpose of completing the 163rd Ave. Improvements at a future date as determined by the City. The City acknowledges that the costs of completing the 163rd Ave. Improvements are anticipated to be greater than the amount of the In-Lieu Fee and that such additional costs shall be paid by the City, and neither Developer nor any of its successors in interest shall have any obligations with respect to such additional costs, except in the event of a breach or default of the payment obligations set forth in Section 4 of this Agreement by Developer that is not timely remedied within the Cure Period defined in Section 7.10 below.
6. **Future Development Impact Fees.** To the extent the 163rd Ave. Improvements, or any portion thereof, are included as a component of a City adopted development impact fee or related infrastructure improvement plan, then Developer is entitled to receive a credit against the applicable development impact fee in an amount equal to the In-Lieu Fee (“**Impact Fee Credit**”). The Impact Fee Credit will be provided in accordance with the provisions of applicable State statutes, City codes, ordinances, regulations and policies.
7. **Assurances for Improvement Completion.** Financial guarantees for improvements shall be provided as required per Section 122-118 of the Code of Ordinances for the City except that in lieu of providing financial guarantees thirty days prior to formal approval of final plats by the city council, the financial guarantees may be provided to the City after city council approval of the final plat, but must be provided prior to recording of the final plat.
8. **Final Plat Recording.** Final plats for the Property will be recorded by the City within two business days after the City’s receipt of the required financial guarantee.
9. **General Provisions.**
 - 9.1. **No Personal Liability; Developer.** No member, shareholder, director, partner, manager, officer or employee of Developer is personally liable to City, or any successor or assignee, (a) in the event of any default or breach by the Developer, (b) for any amount which may become due to the City or its successor or assign, or (c) pursuant to any obligation of Developer under the terms of this Agreement.
 - 9.2. **No Personal Liability; City.** No member, official or employee of the City is personally liable to Developer, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Developer or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.
 - 9.3. **Conflict of Interest.** Pursuant to Arizona law, rules and regulations, no member, official or employee of the City may have any personal interest, direct or indirect, in this Agreement, nor may any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any

corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. § 38-511.

9.4. **Notice.** All notices given pursuant to this Agreement must be in writing and transmitted by registered or certified mail, return receipt requested, or by personal delivery or by overnight mail, addressed as follows:

To Developer: Metro Oasis, LLLP
Attn: Craig Krumwiede
c/o Harvard Investments, Inc.
17700 N. Pacesetter Way, Suite 100
Scottsdale, Arizona 85255

With a copy to: Susan E. Demmitt, Esq.
Gammage & Burnham, P.L.C.
Two North Central, 15th Floor
Phoenix, Arizona 85004

To the City: Public Works Director
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374

With a copy to: City Attorney
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Either party may designate any other address for this purpose by written notice to the other party in the manner described herein. The date of service of any communication hereunder is the date of personal delivery or seventy-two (72) hours after the postmark on the certified or registered mail, or the date received if sent by overnight mail, as the case may be.

9.5. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Maricopa County, Arizona.

9.6. **Enforcement.** This Agreement may be enforced by either party in a court of law or equity. Nothing herein will prevent or prohibit the City from enforcing this Agreement through such other non-judicial means as may be permitted by law, including, but not limited to, the withholding of building permits.

9.7. **Successors and Assigns.** This Agreement runs with the land and all of the covenants and conditions set forth herein inure to the benefit of and are binding upon the successors and assigns of the parties hereto.

9.8. **Waiver**. No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

9.9. **Severability**. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement becomes illegal, null or void or against public policy, for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement are not affected thereby and remain in full force and effect to the fullest extent permitted by law, provided that the overall intent of the parties is not materially vitiated by such severability.

9.10. **Default**. Failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision hereof constitutes a breach of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from a non-breaching Party (the "Cure Period") constitutes a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to cure the default or comply with any term or provision hereof, then the breaching party may have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach must specify the nature of the alleged breach in the manner in which said breach may be satisfactorily cured, if possible. In the event that a breach or default is not remedied within the Cure Period, the non-breaching Party may bring a civil action in a court of competent jurisdiction within Maricopa County, Arizona, to enforce the terms and conditions of this Agreement, with the only remedies available being injunction and specific performance. The Party filing suit may not seek and may not be awarded money damages.

9.11. **Entire Agreement**. This Agreement together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

(a) **Exhibit A**: Legal Description of the Property

(b) **Exhibit B**: Depiction of the Property

9.12. **Amendments**. Any amendment to or cancellation of this Agreement must be in writing, executed by the Parties hereto and recorded in its entirety in the official records of the Maricopa County Arizona Recorder's Office no later than ten (10) days after the City and the Developer execute such Agreement amendment or cancellation.

9.13. **Termination**. This Agreement terminates upon payment by Developer of the Final Payment. Thereafter, at the request of Developer, the City must promptly execute a

notice of termination to be recorded in the official records of the Maricopa County Arizona Recorder's Office.

9.14. **Termination upon Sale of Residential Lots.** Except as otherwise provided herein, the Parties hereby acknowledge and agree that this Agreement is not intended to, and does not create conditions or exceptions to title or covenants running with any individual residential lots within the Property and any tracts or land intended to be dedicated or conveyed to City, any utility provider, any homeowners association or any school district. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement will terminate without the execution or recordation of any further document or installment as to any individual residential lot sold to a retail homebuyer and any tracts or land dedicated or conveyed to City, any utility provider, any homeowners association or any school district, and thereupon such individual residential lot and any tracts or land dedicated or conveyed to City, any utility provider, any homeowners association or any school district will be released from and no longer be subject to or burdened by the provisions of this Agreement.

9.15. **Attorneys' Fees.** In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action is entitled to recover from the other party all of its costs and fees, including reasonable attorneys' fees, which will be determined by the court and not by the jury.

9.16. **Recordation of Agreement.** This Agreement must be recorded in the Official Records of Maricopa County, Arizona, within ten (10) days after execution of this Agreement by the City.

9.17. **City Manager's Power to Consent.** The City authorizes and empowers the City Manager to consent to any and all requests of the Developer requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law, including, without limitation, any amendment or modification of this Agreement.

9.18. **Estoppel Certificates.** Within fifteen (15) days after receipt of a request therefor from Developer, the City must furnish to the Developer an estoppel certificate ("Estoppel Certificate") stating that the Developer has, to the date of the issuance of such Estoppel Certificate, satisfied Developer's contractual obligations with respect to the Property or, if the Developer has not satisfied its contractual obligations, stating those obligations which the Developer has not satisfied. Upon issuance of an Estoppel Certificate, the City is estopped from denying the truth of any statement made in such Estoppel Certificate.

9.19. **Time is of the Essence.** Time is of the essence of this Agreement and with respect to the performance required by each Party.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the day and year first above written.

ATTEST:

"CITY"

THE CITY OF SURPRISE, an Arizona
municipal corporation

City Clerk

By _____,
_____, Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by
_____, the Mayor of the City of Surprise.

Notary Public

My Commission Expires:

"DEVELOPER"

METRO OASIS, LLLP, an Arizona limited liability
limited partnership

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2019 by _____, as _____ of METRO OASIS, LLLP, an
Arizona limited liability limited partnership.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Property

PARCEL NO. 1:

A PARCEL OF LAND SITUATE IN A PORTION OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 35 MONUMENTED BY AN

ALUMINUM CAP WITH REBAR, WHICH BEARS AS A BASIS OF BEARINGS NORTH 00°16' 25" EAST, A DISTANCE OF 2640.89 FEET TO THE NORTHWEST CORNER OF SAID SECTION 35 MONUMENTED BY A GLO BRASS CAP;

THENCE NORTH 00°16' 25" EAST, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1546.39 FEET;

THENCE SOUTH 89°43' 37" EAST, A DISTANCE OF 75.00 FEET;

THENCE SOUTH 35°28' 10" EAST, A DISTANCE OF 142.12 FEET;

THENCE SOUTH 89°43' 39" EAST, A DISTANCE OF 358.00 FEET;

THENCE SOUTH 00°16' 21" WEST, A DISTANCE OF 6.45 FEET;

THENCE SOUTH 89°43' 39" EAST, A DISTANCE OF 46.00 FEET;

THENCE NORTH 26°50' 15" EAST, A DISTANCE OF 22.36 FEET;

THENCE SOUTH 89°43' 39" EAST, A DISTANCE OF 120.00 FEET;

THENCE SOUTH 65°33' 40" EAST, A DISTANCE OF 145.18 FEET;

THENCE SOUTH 61°01' 04" EAST, A DISTANCE OF 958.40 FEET;

*THENCE NORTH 28°58' 56" EAST, A DISTANCE OF 120.00 FEET;

THENCE SOUTH 61°01' 04" EAST, A DISTANCE OF 118.99 FEET;

THENCE SOUTH 58°25' 23" EAST, A DISTANCE OF 77.17 FEET;

THENCE SOUTH 30°40' 10" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 59°19'50" EAST, A DISTANCE OF 16.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 30°40'10" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°37'13", AN ARC DISTANCE OF 18.72 FEET TO A POINT OF ANGENCY;

THENCE SOUTH 05°42'37 EAST, A DISTANCE OF 1244.39 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 84°17'23" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 95°58'58", AN ARC DISTANCE OF 33.50 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 170.54 FEET;

THENCE SOUTH 00°16'21" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A

NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 00°16'21" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 84°01'02", AN ARC DISTANCE OF 29.33 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 05°42'37" EAST, A DISTANCE OF 107.67 FEET;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 1599.39 FEET;

THENCE NORTH 44°54'37" WEST, A DISTANCE OF 207.66 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE NORTH 00°16'14" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 632.65 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 35 AND THE POINT OF BEGINNING.

PARCEL NO. 2:

A PARCEL OF LAND SITUATE IN A PORTION OF THE NORTH HALF OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35, MONUMENTED BY A G.L.O.

BRASS CAP, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 35, MONUMENTED BY AN ALUMINUM CAP AND REBAR, BEARS AS BASIS OF BEARINGS SOUTH 00°16'25" WEST, A DISTANCE OF 2640.89 FEET;

THENCE SOUTH 89°46'44" EAST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2499.20 FEET;

THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 62.38 FEET;

THENCE SOUTH 89°41'56" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°13'21" EAST, A DISTANCE OF 62.45 FEET TO A POINT LYING ON THE

NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 89°46'44" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 94.23 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35, MONUMENTED BY A 3" IRON PIPE;

**THENCE SOUTH 86°46'14" EAST, ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2643.12 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35, MONUMENTED BY AN ALUMINUM CAP AND REBAR;

THENCE SOUTH 00°03'05" WEST, ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1416.74 FEET;

THENCE NORTH 89°56'55" WEST, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF DESERT OASIS PARCEL L11, A PLAT RECORDED AT BOOK 939 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89°43'39" WEST ALONG THE NORTHERLY LINE OF SAID PLAT, A DISTANCE OF 738.74 FEET TO THE NORTHWEST CORNER OF LOT 13 OF SAID PLAT;

THENCE SOUTH 00°16'21" WEST ALONG THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 119.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 135.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 00°16'21" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" , AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY AND TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 173RD AVENUE AS SHOWN ON DESERT OASIS AT SURPRISE, LANCER PARCEL - PHASE I, MAP OF DEDICATION RECORDED AT BOOK 819 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID MAP OF DEDICATION THE FOLLOWING 9 COURSES AND DISTANCES:

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 507.86 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89°43'39" EAST. A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE

OF 55°46'16", AN ARC DISTANCE OF 19.47 FEET TO THE BEGINNING OF A TANGENT REVERSE

CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 33°57'23" WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°32'32", AN ARC DISTANCE OF 22.56 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 55°29'55" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE

OF 55°46'16", AN ARC DISTANCE OF 19.47 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A

NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 00°16'21" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE

OF 55°46'16", AN ARC DISTANCE OF 19.47 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 56°02'37" WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°32'32", AN ARC DISTANCE OF 22.56 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 34°30'05" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55°46'16", AN ARC DISTANCE OF 19.47 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 89°43'44" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE FINAL PLAT OF DESERT OASIS, PARCEL 13A AS SHOWN AT BOOK 892 OF MAPS, PAGE 16, MARICOPA COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE BOUNDARY OF SAID PLAT FOR THE FOLLOWING 4 COURSES AND DISTANCES:

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 43.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89°43'39" EAST, A DISTANCE OF 225.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°25'18", AN ARC DISTANCE OF 37.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 09°41'39" EAST, A DISTANCE OF 30.09 FEET;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 1377.86 FEET;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 14.40 FEET;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 00°16'21" WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 70°43'27" WEST, A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 19°16'33" EAST, A DISTANCE OF 20.00 FEET

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 85°34'40", AN ARC DISTANCE OF 29.87 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 75°10'04" WEST, A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A

NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 75°10'07", AN ARC DISTANCE OF 465.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°28'06", AN ARC DISTANCE OF 166.12 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 35°17'59" WEST, A DISTANCE OF 14.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 54°42'01" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF NON- TANGENCY;

THENCE SOUTH 35°17'59" WEST, A DISTANCE OF 46.00 FEET TO THE BEGINNING OF A

NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 35°17'59" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET A POINT OF TANGENCY;

THENCE SOUTH 35°17'59" WEST, A DISTANCE OF 1102.05 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS NORTH 54°42'01" WEST, A DISTANCE OF 20.00 FEET;

THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 85°22'11", AN ARC DISTANCE OF 29.80 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 58°25'23" WEST, A DISTANCE OF 77.17 FEET;

THENCE NORTH 61°01'04" WEST, A DISTANCE OF 118.99 FEET;

THENCE NORTH 28°58'56" EAST A DISTANCE OF 120.00 FEET;

THENCE NORTH 61°01'04" WEST, A DISTANCE OF 958.40 FEET;

THENCE NORTH 65°33'40" WEST, A DISTANCE OF 145.18 FEET;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 120.00 FEET;

THENCE SOUTH 26°50'15" WEST, A DISTANCE OF 22.36 FEET;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 46.00 FEET;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 6.45 FEET;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 358.00 FEET;

THENCE NORTH 35°28'10" WEST, A DISTANCE OF 142.12 FEET;

THENCE NORTH 89°43'37" WEST, A DISTANCE OF 75.00 FEET TO A POINT LYING ON THE

WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE NORTH 00°16'25" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1094.49 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION NOTES:

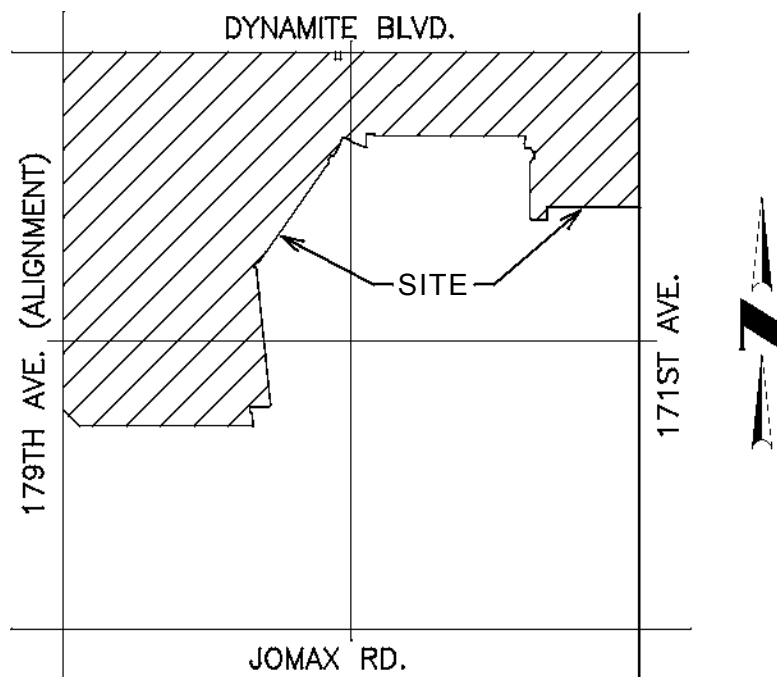
*THE SURVEYOR BELIEVES THE BEARING IN PARAGRAPH 13 OF THE LEGAL DESCRIPTION FOR PARCEL 1 SHOULD BE S28°58'56"W AS OPPOSED TO N28°58'56"E AS SHOWN IN THE LEGAL DESCRIPTION CONTAINED IN THE TITLE REPORT.

**THE SURVEYOR BELIEVES THE BEARING IN PARAGRAPH 8 OF THE LEGAL DESCRIPTION FOR PARCEL 2 SHOULD BE S89°46'14"E AS OPPOSED TO S86°46'14"E AS SHOWN IN THE LEGAL DESCRIPTION CONTAINED IN THE TITLE REPORT.

THE CORRECTED BEARINGS WERE USED TO CALCULATE THE SUBJECT PARCELS SHOWN HEREON. THE LEGAL DESCRIPTIONS FOR PARCEL 1 AND 2 SHOWN ON THIS SHEET REPRESENT THE UNCORRECTED LEGAL DESCRIPTIONS AS CONTAINED IN THE REFERENCED TITLE REPORT.

EXHIBIT B

Depiction of the Property



(NOT-TO-SCALE)

RESOLUTION # 2019-51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND METRO OASIS, LLLP, FOR AN IN LIEU PAYMENT FOR IMPROVEMENTS TO 163rd AVENUE IN THE VICINITY OF JOMAX ROAD IN THE CITY OF SURPRISE.

WHEREAS, the City is authorized to enter into development agreements, pursuant to Arizona Revised Statutes § 9-500.05, for development of property setting forth, among other things, conditions, terms, restrictions, and requirements for the financing of public infrastructure over time;

WHEREAS, Metro Oasis, LLLP (the “Developer”), is the owner of certain real property generally located southwest of the intersection of 171st Avenue and Dynamite Road in the City of Surprise (the “Property”), which parcels are legally described in Exhibit A and depicted in Exhibit B to the Development Agreement that is the subject of this Resolution attached as Exhibit “A” hereto;

WHEREAS, the Property is included within a planned area development called “Desert Oasis at Surprise” approved by the City Council on September 14, 2000 pursuant to Ordinance No. 00-18 (the “PAD”);

WHEREAS, the City has approved preliminary subdivision plats for the Property in connection with the Developer’s intended development of the Property as a single-family residential subdivision containing eight hundred thirty-two (832) lots (the “Preliminary Plat”) ; and

WHEREAS, as part of the City’s approval of the Preliminary Plat and in lieu of any obligation of Developer to construct street improvements along or within the 179th Avenue alignment, Developer has agreed to pay to the City an in lieu fee to be used by the City towards street improvements along or adjacent to 163rd Avenue in the vicinity of Jomax Road, such improvements as determined solely in the City’s discretion (“163rd Ave. Improvements”), and the City is willing to accept such in lieu fee as full satisfaction of Developer’s obligation, if any, for the 163rd Ave. Improvements and for improvements along or within the 179th Avenue alignment; and

WHEREAS, the City of Surprise and the Developer now desire to obtain City Council approval for entry into the Agreement, attached as Exhibit “A”, for the purpose of setting forth the parties’ obligations and commitments relative to the Developer’s in lieu fee to be used by the City for construction of the 163rd Ave. Improvements as detailed in the Agreement.

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

Section 1. The Development Agreement between the City of Surprise and Metro Oasis, LLLP proposed by the City staff and the Developer and attached hereto as Exhibit "A" is hereby approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled “Final Plat for Desert Oasis Phase 1 – Parcel L-3”, generally located south of Dynamite Boulevard and west of 171st Avenue; Resolution 2019-68.

Motion:

I move to approve resolution 2019-68, a Final Plat entitled “Final Plat for Desert Oasis Phase 1 – Parcel L-3”, generally located south of Dynamite Boulevard and west of 171st Avenue.

Background:

Coe and Van Loo Consultants Inc., on behalf of Metro Oasis LLLP, seeks approval of a Final Plat to allow for the development of a single-family residential subdivision in parcel L3 of Desert Oasis, generally located south of Dynamite Boulevard and west of 171st Avenue.

Objective Analysis:

This Final Plat will create 91 lots and a total density of 4.19 dwelling units per acre which is consistent with the approved Desert Oasis PAD.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-564 - DOS Parcel L3 - Staff Report

2. 01 - FS18-564 - DOS Parcel L3 - Final Plat
 3. FS18-564 - DOS Parcel L3 - PowerPoint - CC
 4. 02 - Resolution-Final Plat for Desert Oasis Phase 1 – Parcel L-3 Final Plats
-

Case: **FS18-564**

Project Name: Desert Oasis Phase 1 – Parcel L3

Council District: 1 – Acacia

Meeting Date: **June 4, 2019**

Planner: Sergio Angulo

Owner: Metro Oasis LLLP

Applicant: Coe and Van Loo Consultants Inc.

Request: Final Plat for 91 Lots.

Site Location: Generally south of Dynamite Boulevard and west of 171st Avenue in Desert Oasis.

Site Size: 21.719 Acres (179.282 Acres total)

Density: 4.19 Dwelling Units per Acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-564.

Support/Opposition: None known.

Recommendation: **Approve Resolution 2019-68**

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Desert Oasis PAD.
- The proposed Final Plat is consistent with the Preliminary Plat case FS17-545.

37 **Background:**

38 **October 12, 2000:** The subject parcel was annexed into the City.

39
40 **September 14, 2000:** The Mayor and City Council approved The Desert Oasis at Surprise
41 Planned Area Development (PAD).

42
43 **March 7, 2018:** The Community Development Director approved the Minor PAD
44 Amendment to modify the development standards and provide additional design guidelines
45 for Parcels L1, L2, L3, L4, and L12 of Desert Oasis.

46
47 **August 7, 2018:** The Mayor and City Council approved the Preliminary Plat case FS17-
48 545.

49
50 **September 13, 2018:** Staff met with the applicant to discuss the project during a regularly
51 scheduled Concept Review meeting under CR18-410.

52
53 **October 19, 2018:** The applicant filed a request for a Final Plat approval for 91 lots.

54
55 **Project Description:**

56
57 Coe and Van Loo Consultants Inc., on behalf of Metro Oasis LLLP, requests approval of a
58 Final Plat to allow for the development of a single-family residential subdivision in parcel L3
59 of the Desert Oasis PAD generally located south of Dynamite Boulevard and west 171st
60 Avenue. The applicant proposes 91 residential lots with an amenity open space lot on
61 approximately 21.719 acres. This Final Plat includes Tracts J and K which set the
62 boundaries for phase 2 and phase 3 of this community.

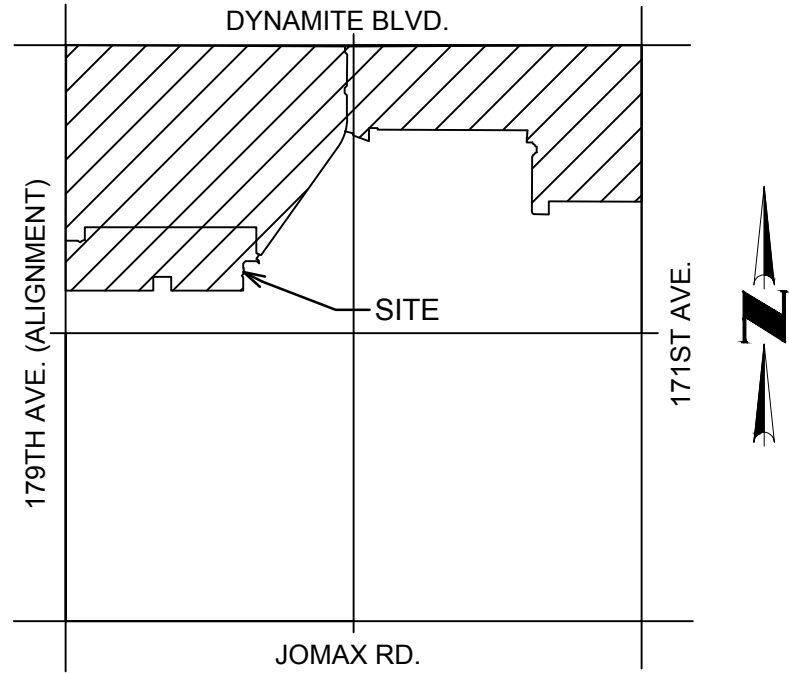
63
64 This Final Plat application is in compliance with the Preliminary Plat approved by the Mayor
65 and City Council on August 7, 2018. The proposed Final Plat meets all the requirements of
66 the Surprise General Plan and the Desert Oasis of Surprise PAD.

67
68 **Attachments:**

69
70 01 Final Plat
71 02 Resolution 2019-68

72
73 **Enclosure:**

74
75 Sealed mylars



DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "DESERT OASIS PHASE 1 - PARCEL L-3", A SUBDIVISION LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35, TOWNSHIP 5 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 "DESERT OASIS PHASE 1 - PARCEL L-3" 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, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT. THOSE PORTIONS OF THE CITY OF SURPRISE RIGHTS-OF-WAY TO BE ABANDONED HEREON SHALL REVERT BACK TO METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, AS OWNER.

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

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL 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.

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.

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

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

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.

IN WITNESS WHEREOF, METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED,

DULY AUTHORIZED OFFICER THIS ____ DAY OF ____, 2019.

METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP

BY: _____

ITS: _____

VICINITY MAP (NOT-TO-SCALE)

NOTES

- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN A PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, SANITARY SEWER EASEMENT, OR WATER EASEMENT EXCEPT AS NOTED BELOW. PAVING AND REMOVABLE TYPE FENCES, WITH NO CONTINUOUS FOOTING, ARE ALLOWED IN PUBLIC UTILITY EASEMENTS, SEWER EASEMENTS, AND WATER EASEMENTS WITH APPROVAL FROM THE PLANNING AND DEVELOPMENT DEPARTMENT. NO VEGETATION SHALL BE PLANTED WITHIN ANY EASEMENT WITHOUT PRIOR APPROVAL FROM THE PLANNING AND DEVELOPMENT DEPARTMENT LANDSCAPE ARCHITECT. PUBLIC SANITARY SEWER OR WATER MAINS SHALL BE PLACED IN THE APPROPRIATE WATER AND SEWER EASEMENT. WATER MAINS THAT ARE PLACED WITHIN AN EASEMENT ARE REQUIRED TO BE DUCTILE IRON PIPE PER THE WATER SERVICES DEPARTMENT "DESIGN STANDARDS FOR WATER DISTRIBUTION MAIN". IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING, OR VEGETATION THAT BECOMES DAMAGED OR MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, RECONSTRUCTION, OR REPAIR. THE CITY OF SURPRISE MAY, BUT IS NOT REQUIRED TO, CONSTRUCT AND/OR MAINTAIN, AT ITS SOLE DISCRETION, DRAINAGE FACILITIES ON OR UNDER THE LAND IN THE DRAINAGE EASEMENTS.
- DEVELOPMENT STANDARDS ARE PER APPROVED DESERT OASIS PAD OR AS SUBSEQUENTLY AMENDED.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
- STRUCTURES AND PLANT MATERIAL PLACEMENT SHALL BE IN CONFORMANCE WITH THE LINE OF SIGHT AND SIGHT VISIBILITY TRIANGLE REQUIREMENTS REFERENCED IN THE CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS DETAIL 4.01 AND 4.02.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT FOR DESERT OASIS APPROVED 08-07-2018 UNDER CASE FS17-545.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS ____ DAY OF ____, 2019, BEFORE ME PERSONALLY

APPEARED _____, WHOSE IDENTITY WAS PROVEN

TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE,

AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE/ATTACHED DOCUMENT.

NOTARY PUBLIC SEAL

NOTARY PUBLIC SIGNATURE

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE "AE" AND ZONE "X" (SHADED)", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NUMBER 04013C1205L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NUMBER 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

DEVELOPER/OWNER

METRO OASIS, LLLP
17700 N. PACESETTER WAY
SUITE 100
SCOTTSDALE, AZ 85255
PHONE: (480) 348-1118
CONTACT: TIM BRISLIN

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: PARKER FROELICH, P.E.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS NORTH 00°16'25" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 1263 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS.

RELEASE OF LIABILITY

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

METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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.

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

COUNTY RECORDER

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, DULY AUTHORIZED AGENT OF "DESERT OASIS" HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "DESERT OASIS PHASE 1 - PARCEL L-3" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NAME: _____

TITLE: _____ DATE: _____

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS ____ DAY OF ____, 2019, BEFORE ME PERSONALLY

APPEARED _____, WHOSE IDENTITY WAS PROVEN

TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE,

AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE/ATTACHED DOCUMENT.

NOTARY PUBLIC SEAL

NOTARY PUBLIC SIGNATURE

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED: _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

MAYOR:

MAYOR DATE

ATTEST:

CITY CLERK DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF SIX (6) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2018, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM



DATE	REVISION	NO.

FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-3
SURPRISE, ARIZONA



1 SHEET OF 6

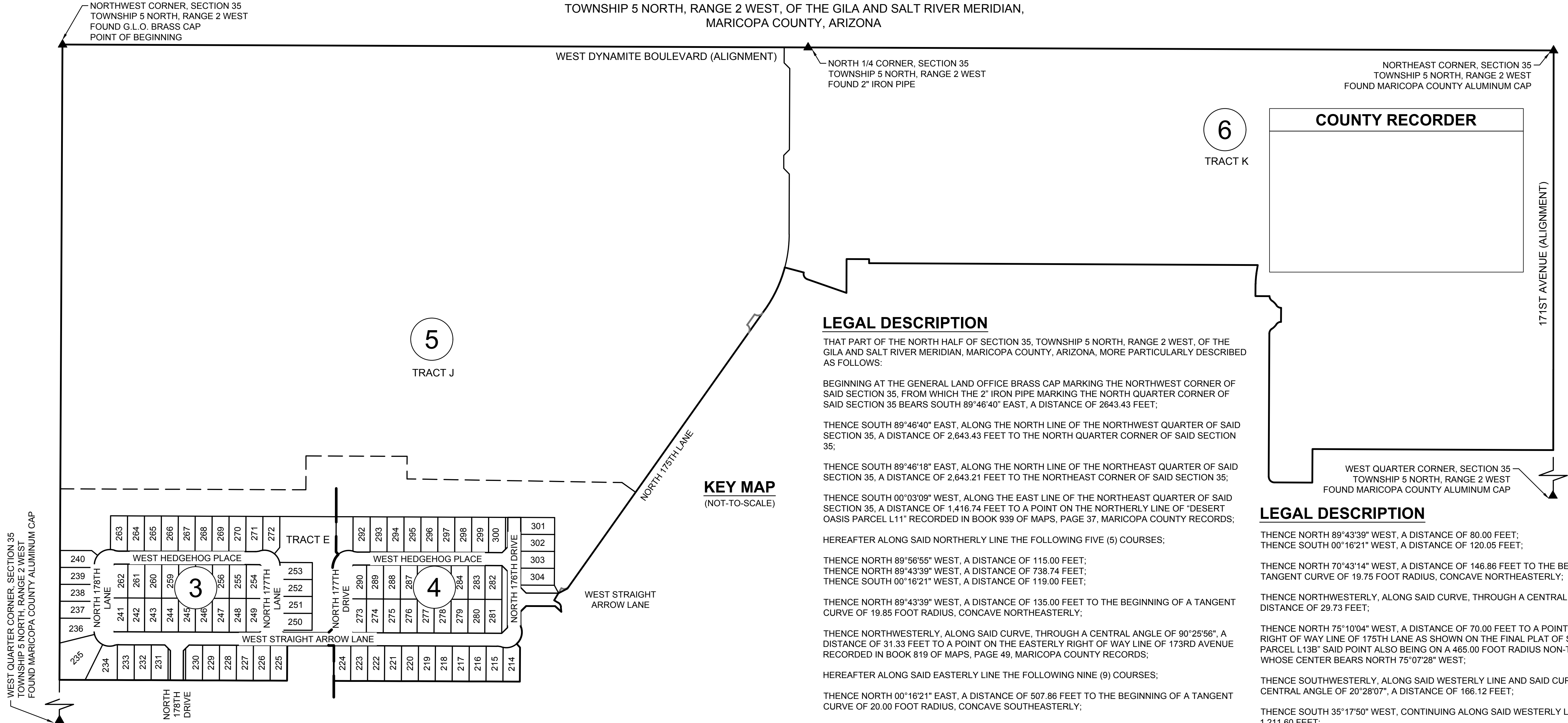
CVL Contact: P. FROELICH
CVL Project #: 01-0291601

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GROSS AREA = 179.282 ACRES
NUMBER OF LOTS = 91

SEE SHEET 2 FOR LEGAL, SEE SHEET 3 FOR LEGEND, SEE SHEET 4 FOR LOT AREA TABLES, SEE SHEET 5 FOR ADJOINER TABLE, AND SEE SHEET 6 FOR LINE AND CURVE TABLES

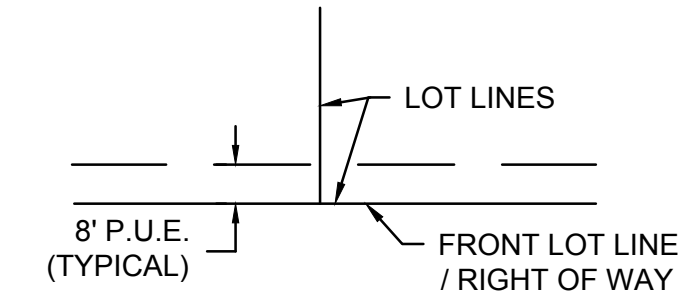
FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-3
LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



TRACT TABLE		
TRACT	AREA	DESCRIPTION
TRACT 'A'	0.020 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'B'	0.020 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'C'	0.038 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'D'	0.038 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'E'	1.214 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., S.V.T.
TRACT 'F'	0.038 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'G'	0.101 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'H'	0.020 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'I'	0.077 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'J'	94.107 ACRES	FUTURE DEVELOPMENT, TEMPORARY DRAINAGE EASEMENT
TRACT 'K'	63.456 ACRES	FUTURE DEVELOPMENT
TOTAL	159.129 ACRES	

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	683,286	15.686
TOTAL AREA OF TRACTS	68,277	1.567
TOTAL AREA OF RIGHT OF WAY	194,508	4.466
TOTAL AREA OF FUTURE DEVELOPMENT	6,863,455	157.563
TOTAL GROSS AREA	7,809,526	179.282

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	91
TOTAL NUMBER OF TRACTS (A-K)	11
GROSS RESIDENTIAL DENSITY	4.19 D.U./A.C.



TYPICAL PUBLIC UTILITY
EASEMENT DETAIL
(NOT-TO-SCALE)

LEGAL DESCRIPTION

THAT PART OF THE NORTH HALF OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 35, FROM WHICH THE 2" IRON PIPE MARKING THE NORTH QUARTER CORNER OF SAID SECTION 35 BEARS SOUTH 89°46'40" EAST, A DISTANCE OF 2643.43 FEET;

THENCE SOUTH 89°46'40" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,643.43 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE SOUTH 89°46'18" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,643.21 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 00°03'09" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,416.74 FEET TO A POINT ON THE NORTHERLY LINE OF "DESERT OASIS PARCEL L11" RECORDED IN BOOK 939 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS;

HEREAFTER ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE (5) COURSES;

THENCE NORTH 89°56'55" WEST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 89°43'39" WEST, A DISTANCE OF 738.74 FEET;
THENCE SOUTH 00°16'21" WEST, A DISTANCE OF 119.00 FEET;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 135.00 FEET TO THE BEGINNING OF A TANGENT CURVE OF 19.85 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°25'56", A DISTANCE OF 31.33 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 173RD AVENUE RECORDED IN BOOK 819 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS;

HEREAFTER ALONG SAID EASTERLY LINE THE FOLLOWING NINE (9) COURSES;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 507.86 FEET TO THE BEGINNING OF A TANGENT CURVE OF 20.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°46'16", A DISTANCE OF 19.47 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 60.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°32'32", A DISTANCE OF 22.56 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 20.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°46'16", A DISTANCE OF 19.47 FEET;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 00°16'21" EAST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°46'16", A DISTANCE OF 19.47 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 60.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°32'32", A DISTANCE OF 22.56 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 20.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°46'16", A DISTANCE OF 19.47 FEET;

THENCE NORTH 89°43'44" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY LINE OF "DESERT OASIS PARCEL 13A" RECORDED IN BOOK 892 OF MAPS, PAGE 16, MARICOPA COUNTY RECORDS;

HEREAFTER ALONG SAID EASTERLY LINE THE FOLLOWING THREE (3) COURSES;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 43.60 FEET TO THE BEGINNING OF A TANGENT CURVE OF 241.95 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

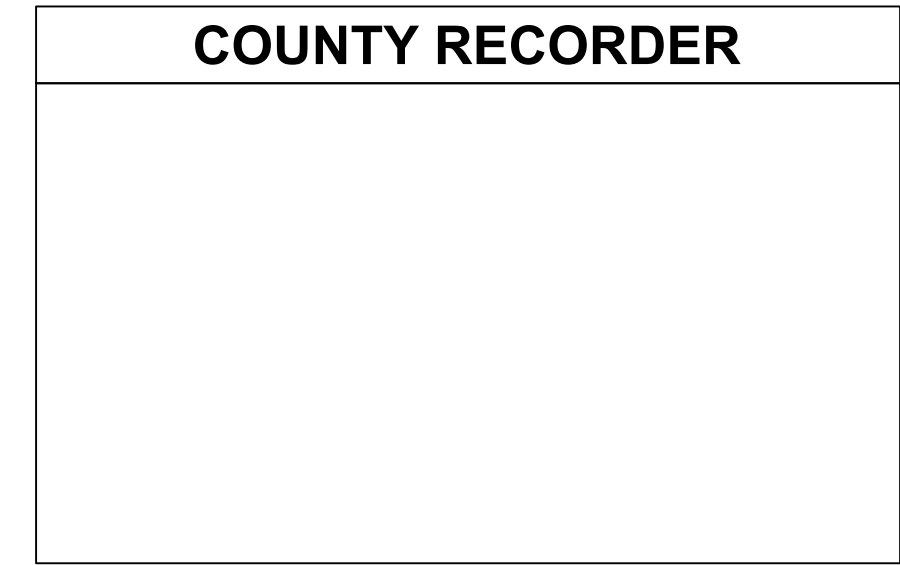
THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°45'22", A DISTANCE OF 36.98 FEET;

THENCE NORTH 09°41'39" EAST, A DISTANCE OF 30.09 FEET TO A POINT ON THE NORTHERLY LINE OF SAID "DESERT OASIS PARCEL 13A";

THENCE NORTH 89°43'39" WEST, ALONG THE NORTHERLY LINE OF "DESERT OASIS PARCEL 13A" AND THE NORTHERLY LINE OF "DESERT OASIS PARCEL L13B" RECORDED IN BOOK 1263 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS, A DISTANCE OF 1,377.86 FEET;

THENCE NORTH 00°16'21" EAST, CONTINUING ALONG THE NORTHERLY LINE OF SAID "DESERT OASIS PARCEL L13B", A DISTANCE OF 14.40 FEET;

COUNTY RECORDER



LEGAL DESCRIPTION

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 80.00 FEET;
THENCE SOUTH 00°16'21" WEST, A DISTANCE OF 120.05 FEET;

THENCE NORTH 70°43'14" WEST, A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A TANGENT CURVE OF 19.75 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°15'01", A DISTANCE OF 29.73 FEET;

THENCE NORTH 75°10'04" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 175TH LANE AS SHOWN ON THE FINAL PLAT OF SAID "DESERT OASIS PARCEL L13B" SAID POINT ALSO BEING ON A 465.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 75°07'28" WEST;

THENCE SOUTHWESTERLY, ALONG SAID WESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°28'07", A DISTANCE OF 166.12 FEET;

THENCE SOUTH 35°17'50" WEST, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 1,211.60 FEET;

THENCE SOUTH 62°45'35" WEST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 35.49 FEET;

THENCE NORTH 89°46'40" WEST, A DISTANCE OF 0.44 FEET;
THENCE SOUTH 30°40'10" WEST, A DISTANCE OF 29.45 FEET;

THENCE SOUTH 59°19'50" EAST, A DISTANCE OF 16.27 FEET TO THE BEGINNING OF A TANGENT CURVE OF 20.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°37'05", A DISTANCE OF 18.72 FEET;

THENCE SOUTH 05°42'45" EAST, A DISTANCE OF 17.18 FEET;
THENCE NORTH 47°44'43" WEST, A DISTANCE OF 28.71 FEET;
THENCE NORTH 89°46'40" WEST, A DISTANCE OF 102.93 FEET;
THENCE SOUTH 45°13'20" WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 40.21 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTH, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°07'14", A DISTANCE OF 62.51 FEET;

THENCE SOUTH 41°59'55" EAST, A DISTANCE OF 17.92 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 121.00 FEET;
THENCE NORTH 89°46'40" WEST, A DISTANCE OF 660.00 FEET;

THENCE NORTH 00°13'20" EAST, A DISTANCE OF 125.00 FEET;
THENCE NORTH 89°46'40" WEST, A DISTANCE OF 165.38 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 125.00 FEET;

THENCE NORTH 89°46'40" WEST, A DISTANCE OF 807.03 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE NORTH 00°16'25" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2,252.00 FEET; TO THE TRUE POINT OF BEGINNING.

CONTAINING 7,809,525 SQUARE FEET OR 179.282 ACRES, MORE OR LESS.

SEE SHEET 2 FOR LEGAL, SEE SHEET 3 FOR
LEGEND, SEE SHEET 4 FOR LOT AREA TABLES
SEE SHEET 5 FOR ADJOINER TABLE, AND SEE
SHEET 6 FOR LINE AND CURVE TABLES



REVISION		DATE
NO.		

Coe & Van Loo Consultants, Inc.

FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-3
SURPRISE, ARIZONA



2 SHEET OF 6

CVL Contact: P. FROEHLICH
CVL Project #: 01-0291601
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FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-3

LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



DATE
REVISION
NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-3
SURPRISE, ARIZONA

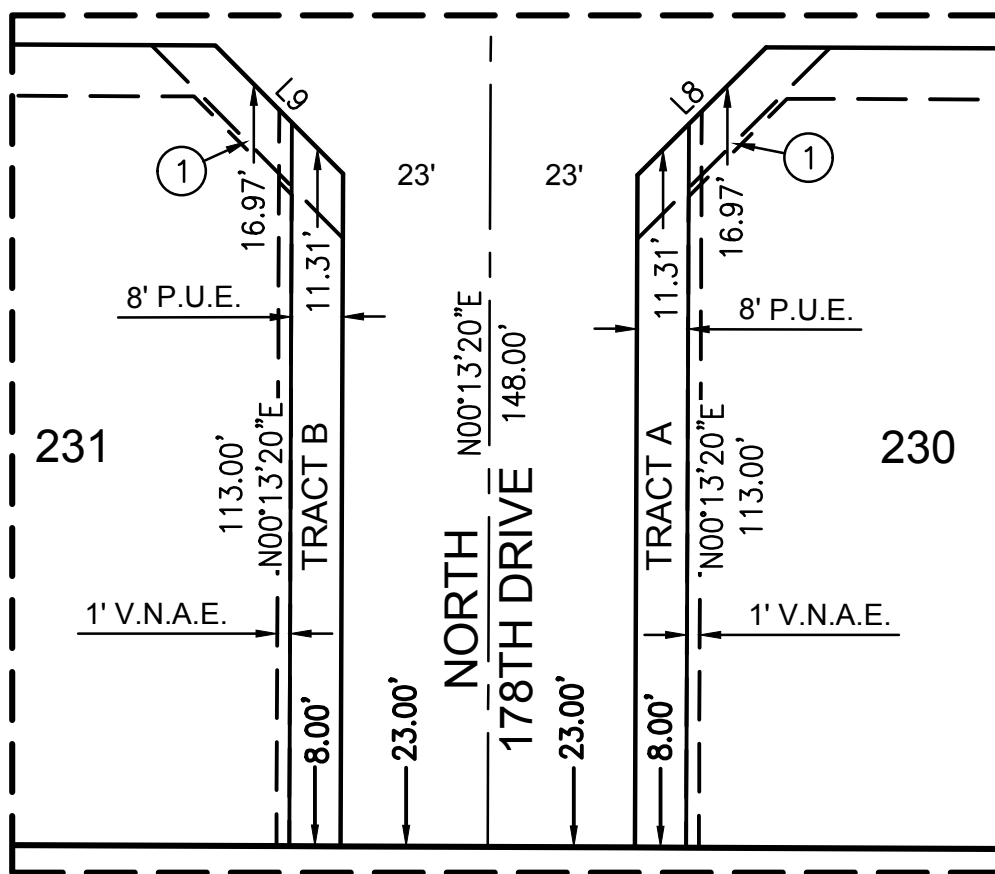
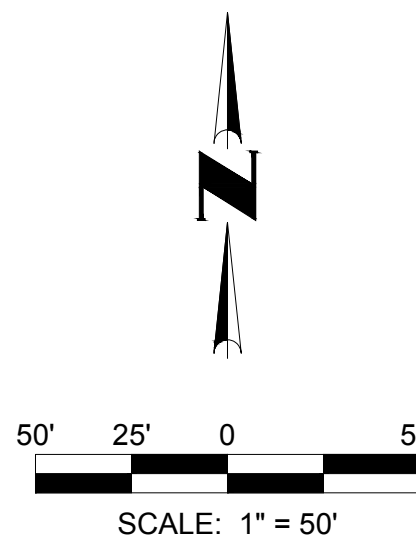
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33851
RICHARD G. ALCOCK
ARIZONA
3 SHEET OF 6

SEE SHEET 2 FOR LEGAL, SEE SHEET 3 FOR
LEGEND, SEE SHEET 4 FOR LOT AREA TABLES
SEE SHEET 5 FOR ADJOINER TABLE, AND SEE
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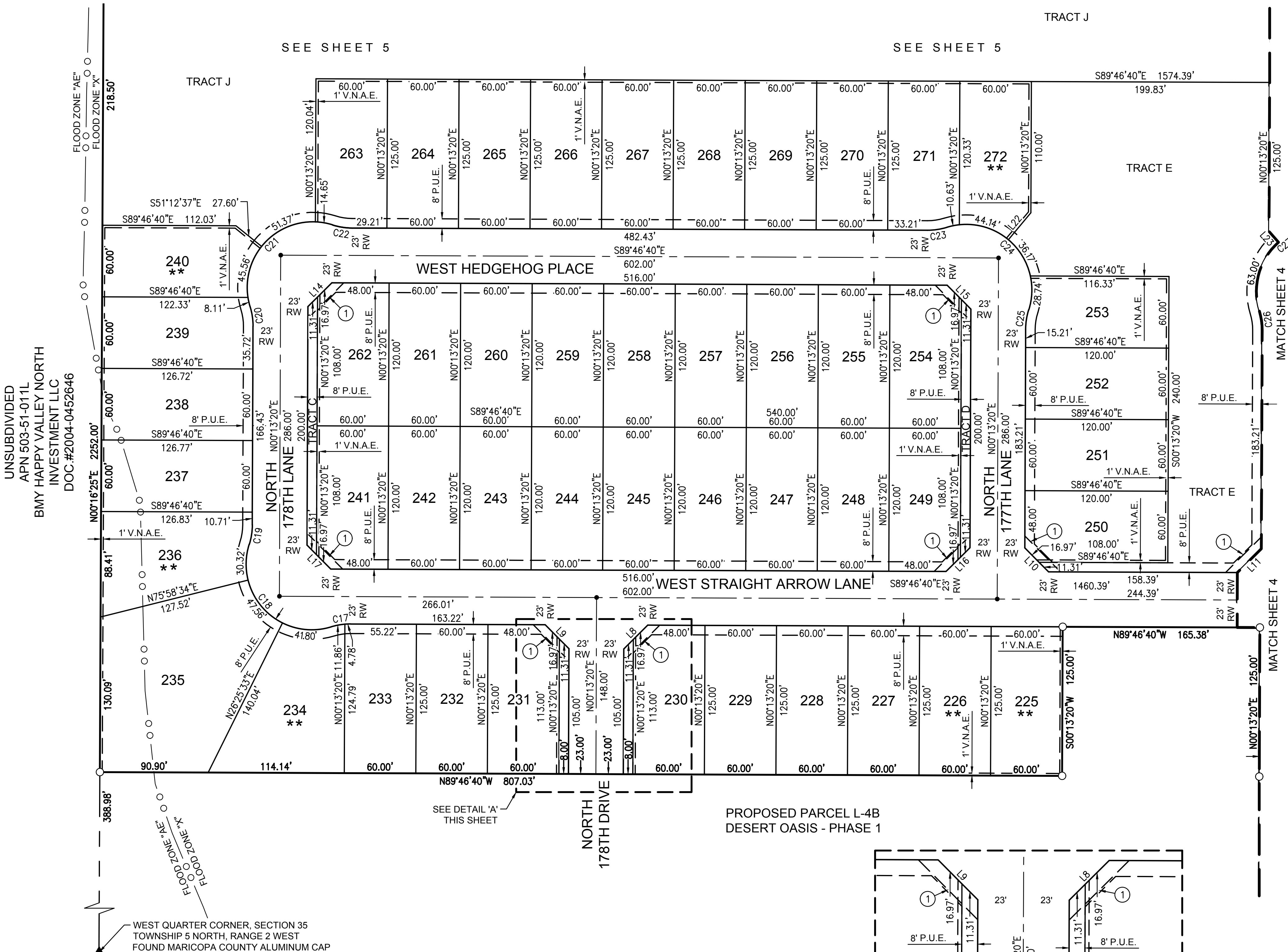
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CVL Project #: 01-0291601
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LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING RW
- FLOOD ZONE
- SHEET NUMBER
- SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'
- INDICATED RIGHT-OF-WAY PER DESERT OASIS AT SURPRISE LANCER PARCEL - PHASE 1 MAP OF DEDICATION, RECORDED IN BOOK 819 OF MAPS, PAGE 49, M.C.R.
- INDICATED RIGHT-OF-WAY PER DESERT OASIS PARCEL L13B, RECORDED IN BOOK 1263 OF MAPS, PAGE 17, M.C.R.
- INDICATED RIGHT-OF-WAY PER DESERT OASIS PARCEL L11, RECORDED IN BOOK 939 OF MAPS, PAGE 37, M.C.R.
- INDICATED RIGHT-OF-WAY PER DESERT OASIS PARCEL L13B, RECORDED IN BOOK 1263 OF MAPS, PAGE 17, M.C.R.
- ACRES
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- L1 LINE NUMBER
- C1 CURVE NUMBER
- RW RIGHT-OF-WAY
- M.C.R. MARICOPA COUNTY RECORDER
- DOC.# DOCUMENT NUMBER
- APN ASSESSOR PARCEL NUMBER
- D.E. DRAINAGE EASEMENT
- EX. EXISTING
- MWD MARICOPA WATER DISTRICT
- G.L.O. GENERAL LAND OFFICE
- ** HEADLIGHT INTRUSION



DETAIL 'A'
(SCALE: 1" = 30')



FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-3

LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

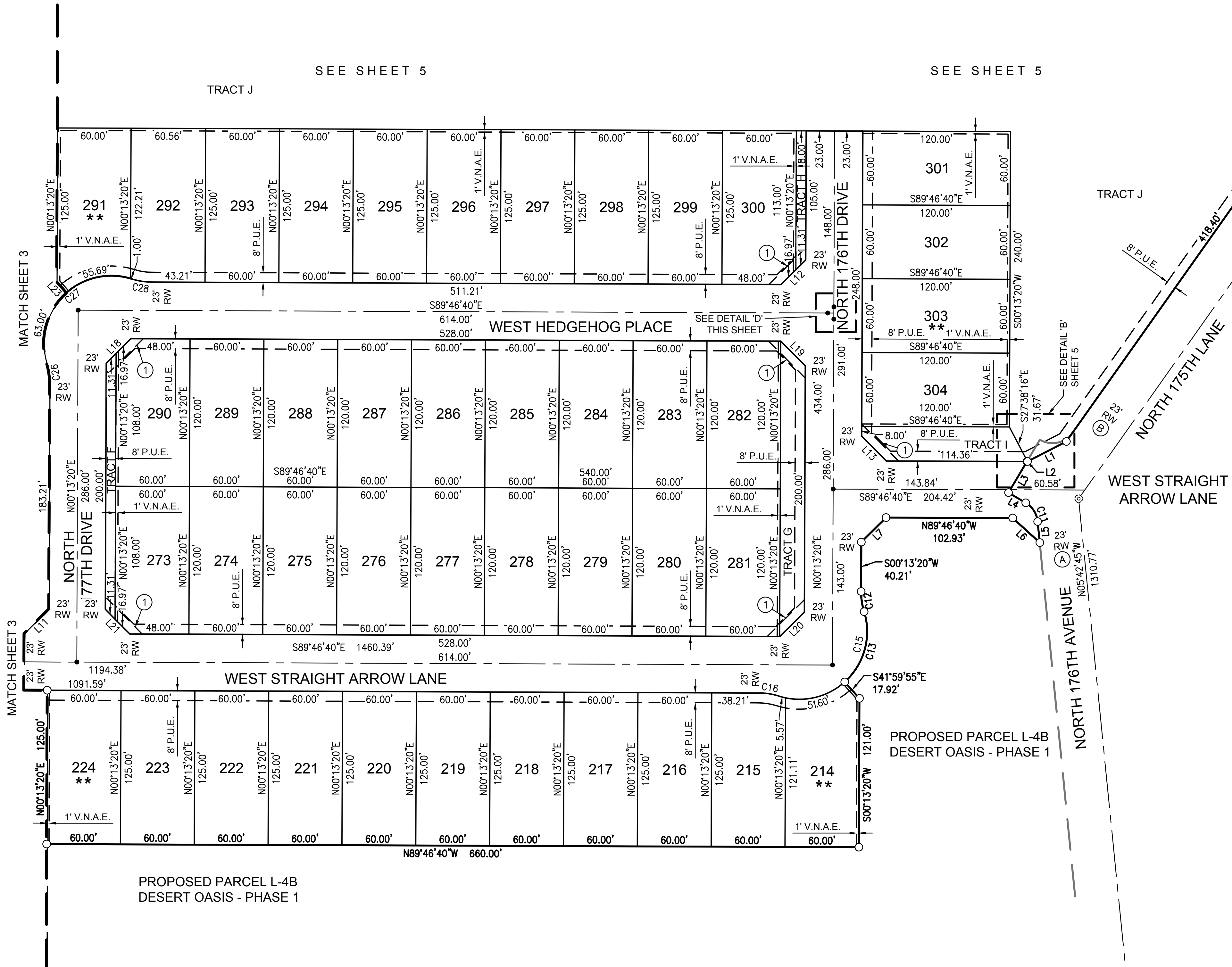
COUNTY RECORDER



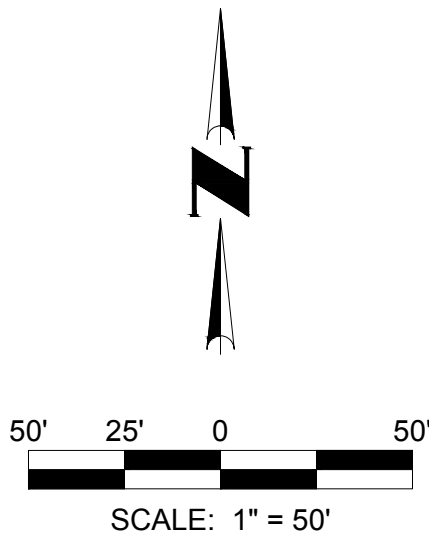
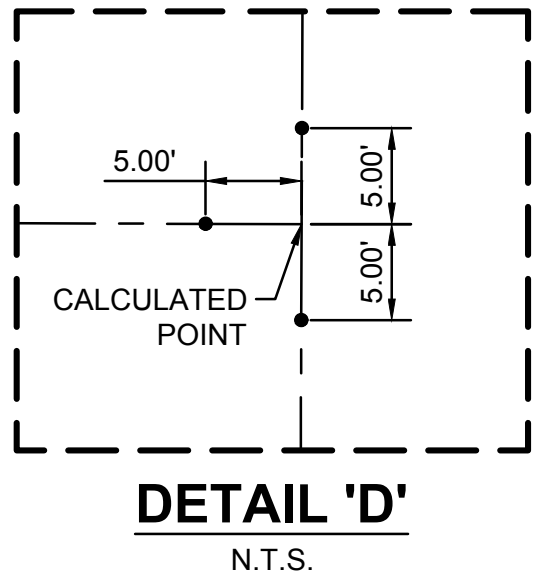
DATE
REVISION
NO.
Coe & Van Loo Consultants, Inc.

FINAL PLAT
DESERT OASIS PHASE 1 - PARCEL L-3
SURPRISE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33851
RICHARD G. ALCOCK
ARIZONA
4 SHEET OF 6
CVL Contact: P. FROEHLICH
CVL Project #: 01-0291601
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LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE	
LOT #	AREA (SQ. FT.)	LOT #	AREA (SQ. FT.)	LOT #	AREA (SQ. FT.)
214	7,462	245	7,200	276	7,200
215	7,469	246	7,200	277	7,200
216	7,500	247	7,200	278	7,200
217	7,500	248	7,200	279	7,200
218	7,500	249	7,128	280	7,200
219	7,500	250	7,128	281	7,200
220	7,500	251	7,200	282	7,200
221	7,500	252	7,200	283	7,200
222	7,500	253	7,063	284	7,200
223	7,500	254	7,128	285	7,200
224	7,500	255	7,200	286	7,200
225	7,500	256	7,200	287	7,200
226	7,500	257	7,200	288	7,200
227	7,500	258	7,200	289	7,200
228	7,500	259	7,200	290	7,128
229	7,500	260	7,200	291	7,447
230	7,428	261	7,200	292	7,554
231	7,428	262	7,128	293	7,500
232	7,500	263	7,428	294	7,500
233	7,500	264	7,500	295	7,500
234	10,264	265	7,500	296	7,500
235	18,149	266	7,500	297	7,500
236	9,031	267	7,500	298	7,500
237	7,608	268	7,500	299	7,500
238	7,605	269	7,500	300	7,428
239	7,560	270	7,500	301	7,200
240	7,451	271	7,447	302	7,200
241	7,128	272	7,367	303	7,200
242	7,200	273	7,128	304	7,200
243	7,200	274	7,200	TOTAL	683,268
244	7,200	275	7,200		



SEE SHEET 2 FOR LEGAL, SEE SHEET 3 FOR
LEGEND, SEE SHEET 4 FOR LOT AREA TABLES
SEE SHEET 5 FOR ADJOINER TABLE, AND SEE
SHEET 6 FOR LINE AND CURVE TABLES

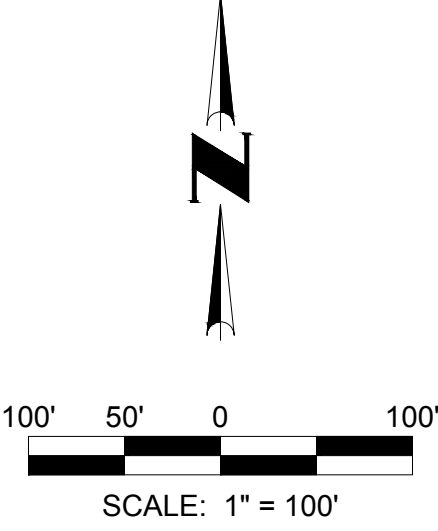
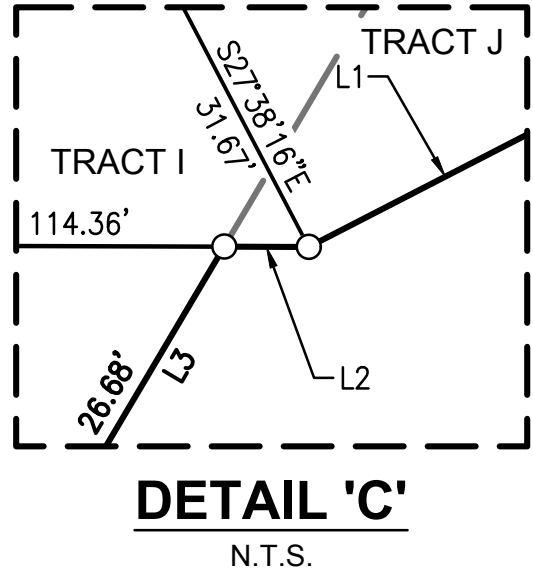
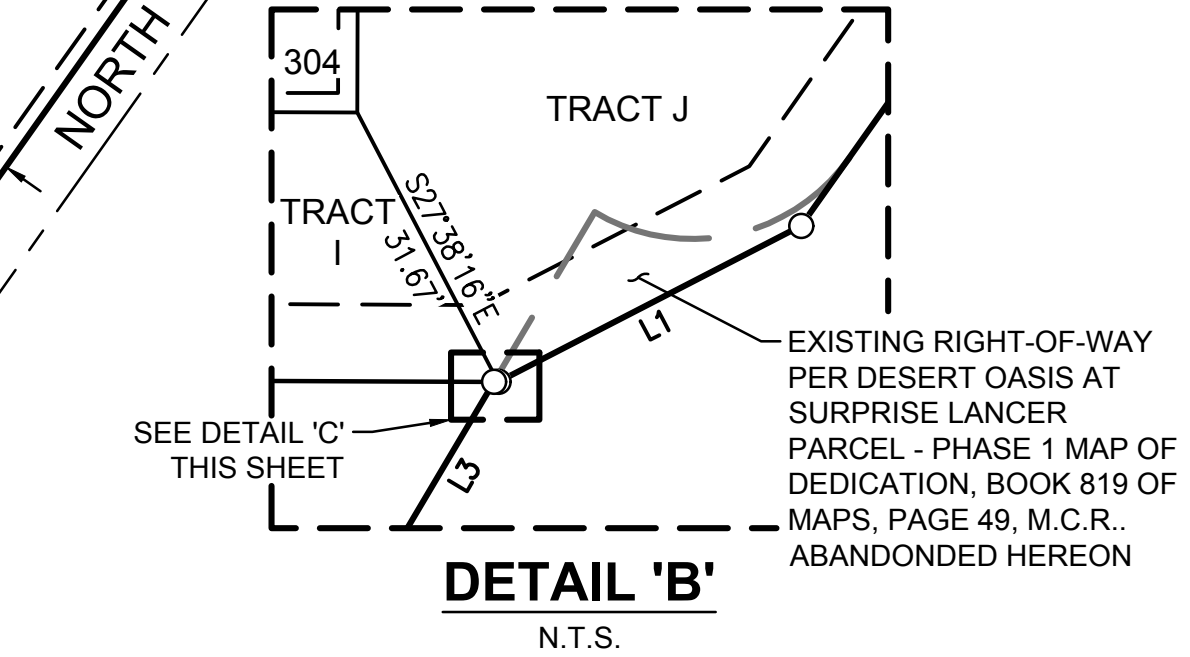
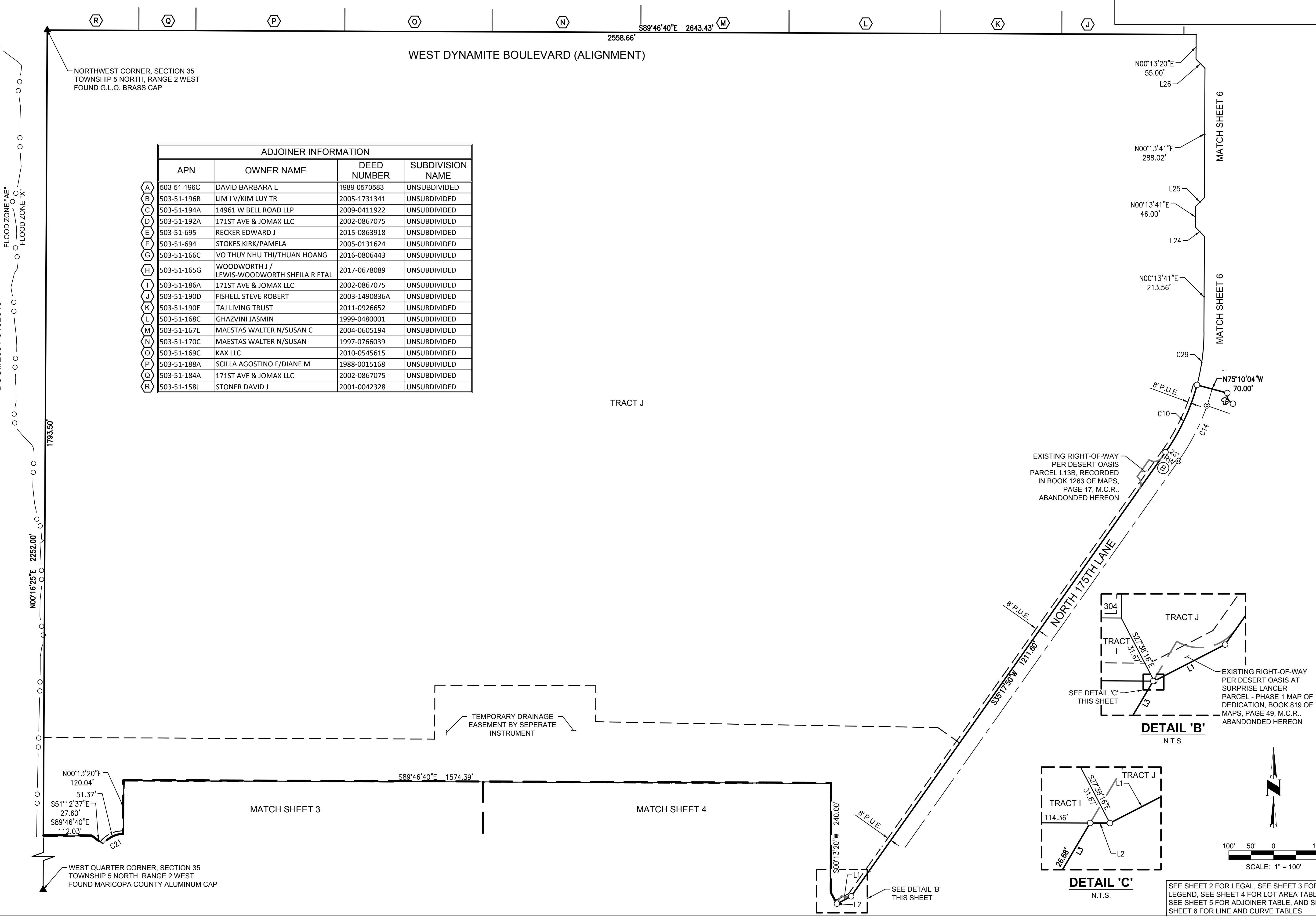
FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-3
LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



ADJOINER INFORMATION			
APN	OWNER NAME	DEED NUMBER	SUBDIVISION NAME
503-51-196C	DAVID BARBARA L	1989-0570583	UNSUBDIVIDED
503-51-196B	LIM I V/KIM LUY TR	2005-1731341	UNSUBDIVIDED
503-51-194A	14961 W BELL ROAD LLP	2009-0411922	UNSUBDIVIDED
503-51-192A	171ST AVE & JOMAX LLC	2002-0867075	UNSUBDIVIDED
503-51-695	RECKER EDWARD J	2015-0863918	UNSUBDIVIDED
503-51-694	STOKES KIRK/PAMELA	2005-0131624	UNSUBDIVIDED
503-51-166C	VO THUY NHU THI/THUAN HOANG	2016-0806443	UNSUBDIVIDED
503-51-165G	WOODWORTH J / LEWIS-WOODWORTH SHEILA R ETAL	2017-0678089	UNSUBDIVIDED
503-51-186A	171ST AVE & JOMAX LLC	2002-0867075	UNSUBDIVIDED
503-51-190D	FISHELL STEVE ROBERT	2003-1490836A	UNSUBDIVIDED
503-51-190E	TAJ LIVING TRUST	2011-0926652	UNSUBDIVIDED
503-51-168C	GHAZVINI JASMIN	1999-0480001	UNSUBDIVIDED
503-51-167E	MAESTAS WALTER N/SUSAN C	2004-0605194	UNSUBDIVIDED
503-51-170C	MAESTAS WALTER N/SUSAN	1997-0766039	UNSUBDIVIDED
503-51-169C	KAX LLC	2010-0545615	UNSUBDIVIDED
503-51-188A	SCILLA AGOSTINO F/DIANE M	1988-0015168	UNSUBDIVIDED
503-51-184A	171ST AVE & JOMAX LLC	2002-0867075	UNSUBDIVIDED
503-51-158J	STONER DAVID J	2001-0042328	UNSUBDIVIDED

UNSUBDIVIDED
APN 503-51-011L
BMY HAPPY VALLEY NORTH
INVESTMENT LLC
DOC #2004-0452646



FINAL PLAT	REVISION		DATE
	NO.		
DESERT OASIS PHASE 1 - PARCEL L-3 SURPRISE, ARIZONA		Coe & Van Loo Consultants, Inc.	
5 SHEET OF 6		CVL Contact: P. FROEHLICH CVL Project #: 01-0291601 © 2018 Coe & Van Loo Consultants, Inc. All rights reserved to reproduction in any format	

FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-3

LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

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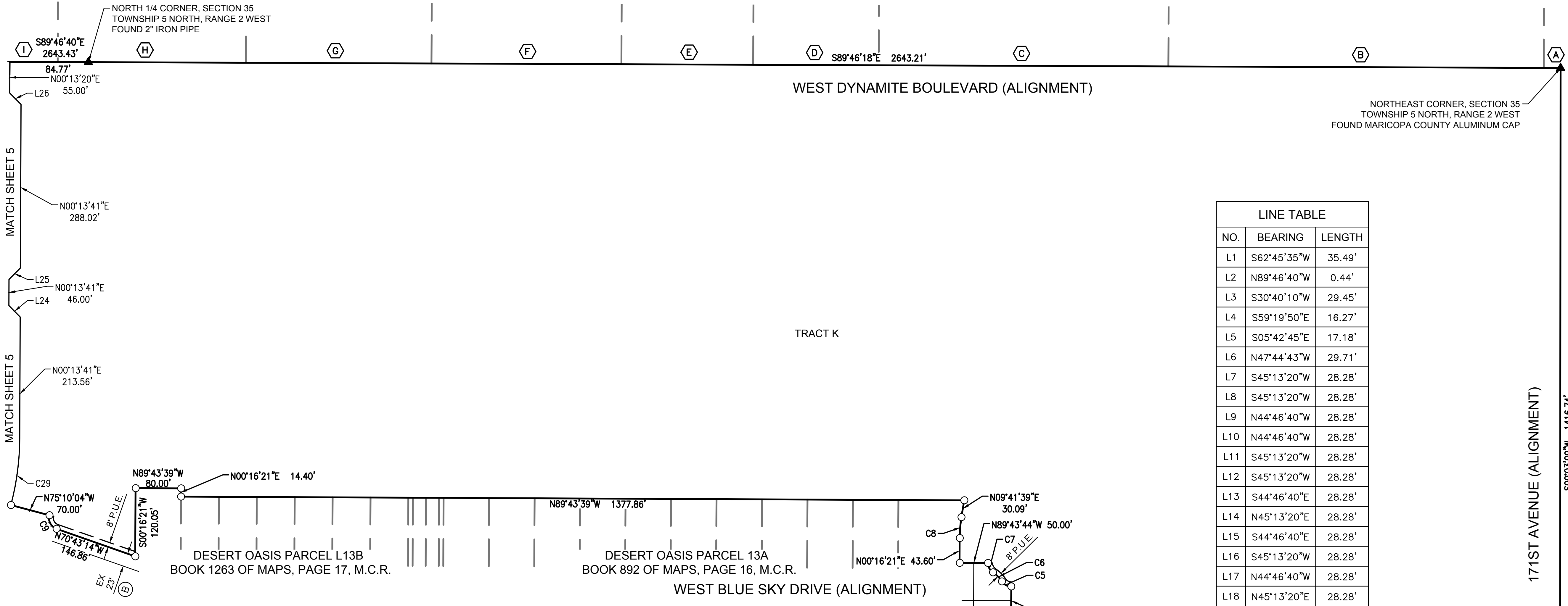
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FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-3
SURPRISE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33851
RICHARD G. ALCOCK
ARIZONA
6 SHEET OF 6

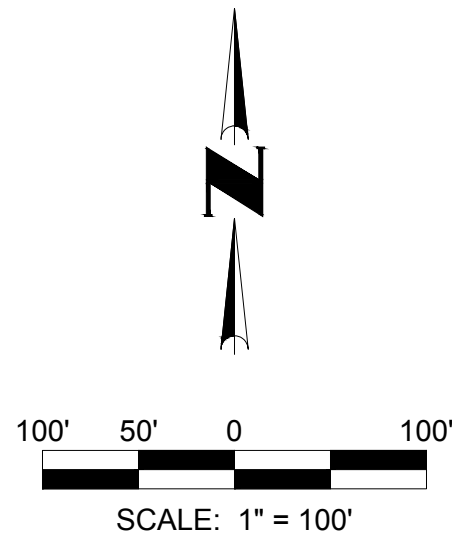
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CVL Project #: 01-0291601
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LINE TABLE		
NO.	BEARING	LENGTH
L1	S62°45'35"W	35.49'
L2	N89°46'40"W	0.44'
L3	S30°40'10"W	29.45'
L4	S59°19'50"E	16.27'
L5	S05°42'45"E	17.18'
L6	N47°44'43"W	29.71'
L7	S45°13'20"W	28.28'
L8	S45°13'20"W	28.28'
L9	N44°46'40"W	28.28'
L10	N44°46'40"W	28.28'
L11	S45°13'20"W	28.28'
L12	S45°13'20"W	28.28'
L13	S44°46'40"E	28.28'
L14	N45°13'20"E	28.28'
L15	S44°46'40"E	28.28'
L16	S45°13'20"W	28.28'
L17	N44°46'40"W	28.28'
L18	N45°13'20"E	28.28'
L19	S44°46'40"E	28.28'
L20	S45°13'20"W	28.28'
L21	N44°46'40"W	28.28'
L22	N39°56'27"E	29.50'
L23	N41°29'15"W	11.98'
L24	N44°46'19"W	28.28'
L25	N45°13'41"E	28.28'
L26	N44°46'30"W	28.28'

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	31.33'	19.85'	090°25'56"	20.00	28.18	S44°30'41"E
C2	19.47'	20.00'	055°46'16"	10.58	18.71	S28°09'29"W
C3	22.56'	60.00'	021°32'32"	11.41	22.43	N45°16'21"E
C4	19.47'	20.00'	055°46'16"	10.58	18.71	S62°23'13"W
C5	19.47'	20.00'	055°46'16"	10.58	18.71	S61°50'31"E
C6	22.56'	60.00'	021°32'32"	11.41	22.43	N44°43'39"W
C7	19.47'	20.00'	055°46'16"	10.58	18.71	S27°36'47"E
C8	36.98'	241.95'	008°45'22"	18.52	36.94	S04°39'02"W
C9	29.73'	19.75'	086°15'01"	18.50	27.00	S27°35'44"E
C10	166.12'	465.00'	020°28'07"	83.95	165.24	N25°06'35"E
C11	18.72'	20.00'	053°37'05"	10.11	18.04	N32°31'17"W
C12	16.65'	55.00'	017°20'29"	8.39	16.58	S08°26'55"E
C13	62.51'	55.00'	065°07'14"	35.12	59.20	N15°26'28"E
C14	178.23'	500.05'	020°25'19"	90.07	177.29	N25°05'07"E
C15	119.69'	55.00'	124°40'58"	104.94	97.43	N45°13'20"E

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C16	16.65'	55.00'	017°20'29"	8.39	16.58	N81°06'26"W
C17	16.65'	55.00'	017°20'29"	8.39	16.58	S81°33'05"W
C18	119.69'	55.00'	124°40'58"	104.94	97.43	S44°46'40"E
C19	16.65'	55.00'	017°20'29"	8.39	16.58	N08°53'34"E
C20	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C21	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C22	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C23	16.65'	55.00'	017°20'29"	8.39	16.58	N81°33'05"E
C24	119.69'	55.00'	124°40'58"	104.94	97.43	N44°46'40"W
C25	16.65'	55.00'	017°20'29"	8.39	16.58	S08°53'34"W
C26	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C27	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C28	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C29	118.88'	465.00'	014°38'53"	59.77	118.56	N07°33'07"E



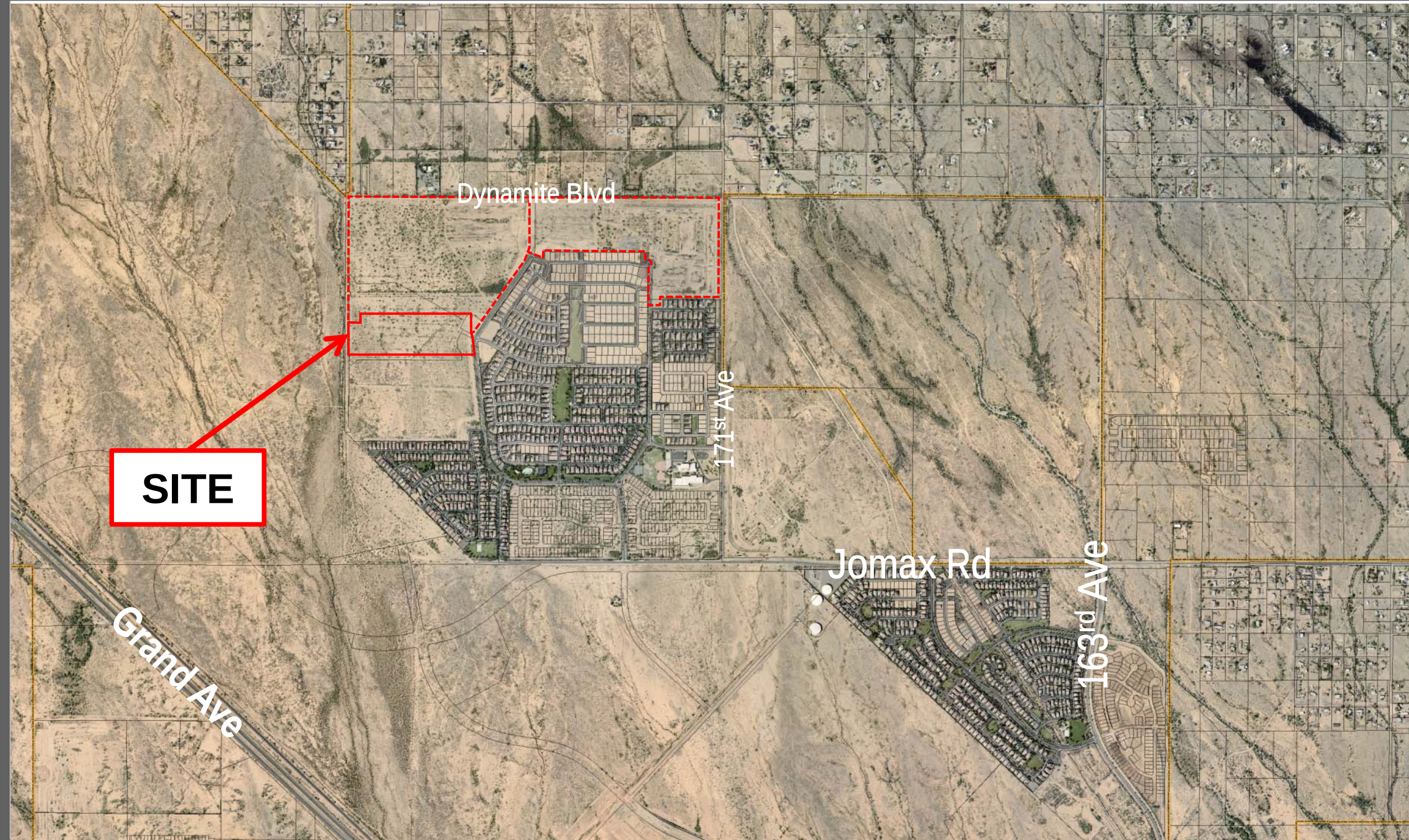
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SHEET 6 FOR LINE AND CURVE TABLES

CVL Contact: P. FROEHLICH
CVL Project #: 01-0291601
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Desert Oasis Parcel L3 Final Plat

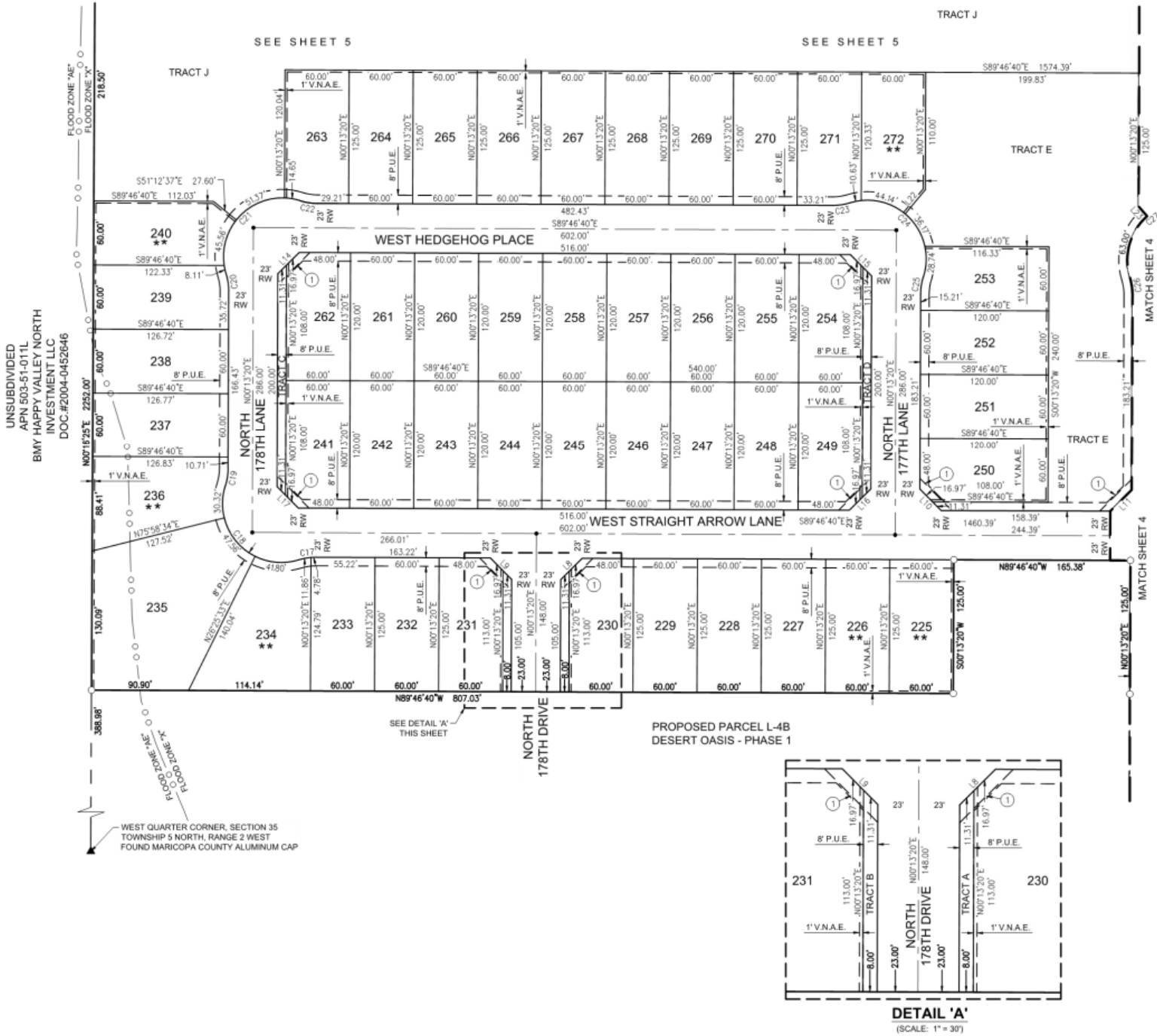
City Council
June 4, 2019



VICINITY MAP

FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-3

LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



- LEGEND**
- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
 - CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
 - CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
 - CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
 - FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
 - SECTION LINE
 - MID-SECTION LINE
 - BOUNDARY LINE
 - LOT LINE
 - CENTERLINE
 - EASEMENT
 - EXISTING R/W
 - FLOOD ZONE
 - SHEET NUMBER
 - SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'
 - INDICATED RIGHT-OF-WAY PER DESERT OASIS AT SURPRISE LANCER PARCEL - PHASE 1 MAP OF DEDICATION, RECORDED IN BOOK 819 OF MAPS, PAGE 49, M.C.R.
 - INDICATED RIGHT-OF-WAY PER DESERT OASIS PARCEL L13B, RECORDED IN BOOK 1263 OF MAPS, PAGE 17, M.C.R.
 - INDICATED RIGHT-OF-WAY PER DESERT OASIS PARCEL L11, RECORDED IN BOOK 939 OF MAPS, PAGE 37, M.C.R.
 - INDICATED RIGHT-OF-WAY PER DESERT OASIS PARCEL L13B, RECORDED IN BOOK 1263 OF MAPS, PAGE 17, M.C.R.
 - AC. ACRES
 - P.U.E. PUBLIC UTILITY EASEMENT
 - V.N.A.E. VEHICULAR NON ACCESS EASEMENT
 - L1 LINE NUMBER
 - C1 CURVE NUMBER
 - R/W RIGHT-OF-WAY
 - M.C.R. MARICOPA COUNTY RECORDER
 - DOC.# DOCUMENT NUMBER
 - APN ASSESSOR PARCEL NUMBER
 - D.E. DRAINAGE EASEMENT
 - EX. EXISTING
 - MWD MARICOPA WATER DISTRICT
 - G.L.O. GENERAL LAND OFFICE
 - ** HEADLIGHT INTRUSION

COUNTY RECORDER



DATE
REVISION
NO.

FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-3
SURPRISE, ARIZONA



3 SHEET OF 6

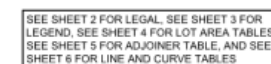
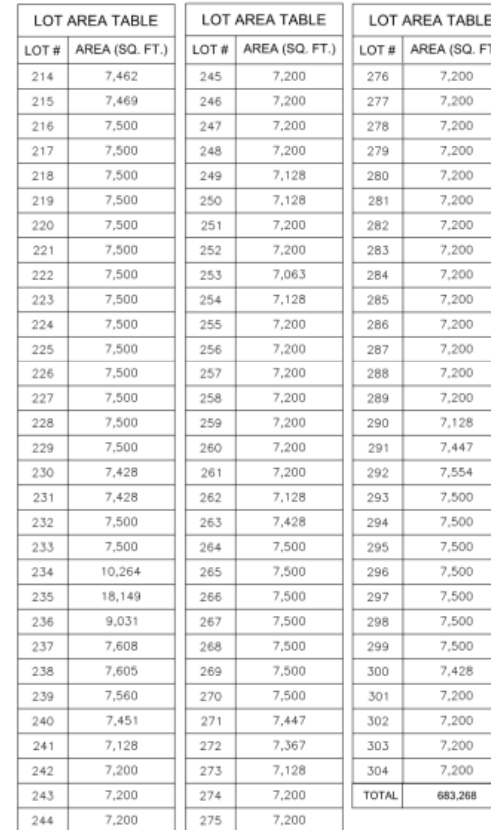
SEE SHEET 2 FOR LEGAL. SEE SHEET 3 FOR LEGEND. SEE SHEET 4 FOR LOT AREA TABLES. SEE SHEET 5 FOR ADJOINER TABLE. AND SEE SHEET 6 FOR LINE AND CURVE TABLES.

LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



CVL
CONSULTANTS
CELEBRATING 60 YEARS

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Phoenix, Arizona 85014
602-264-6831
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FINAL PLAT
DESERT OASIS PHASE 1 - PARCEL L-3
SURPRISE, ARIZONA



 33851
 RICHARD G.
 ALCOCER
 State of Arizona 09/30/19
 ARIZONA, U.S.A.
Richard G. Alcocer
 4 SHEET OF 6
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 CVL Project #: 01-0291601
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FINAL PLAT

FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-3

LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



Coe & Van Loo Consultants, Inc.

DESERT OASIS PHASE 1 - PARCEL L-3
SURPRISE, ARIZONA

FINAL PLAT

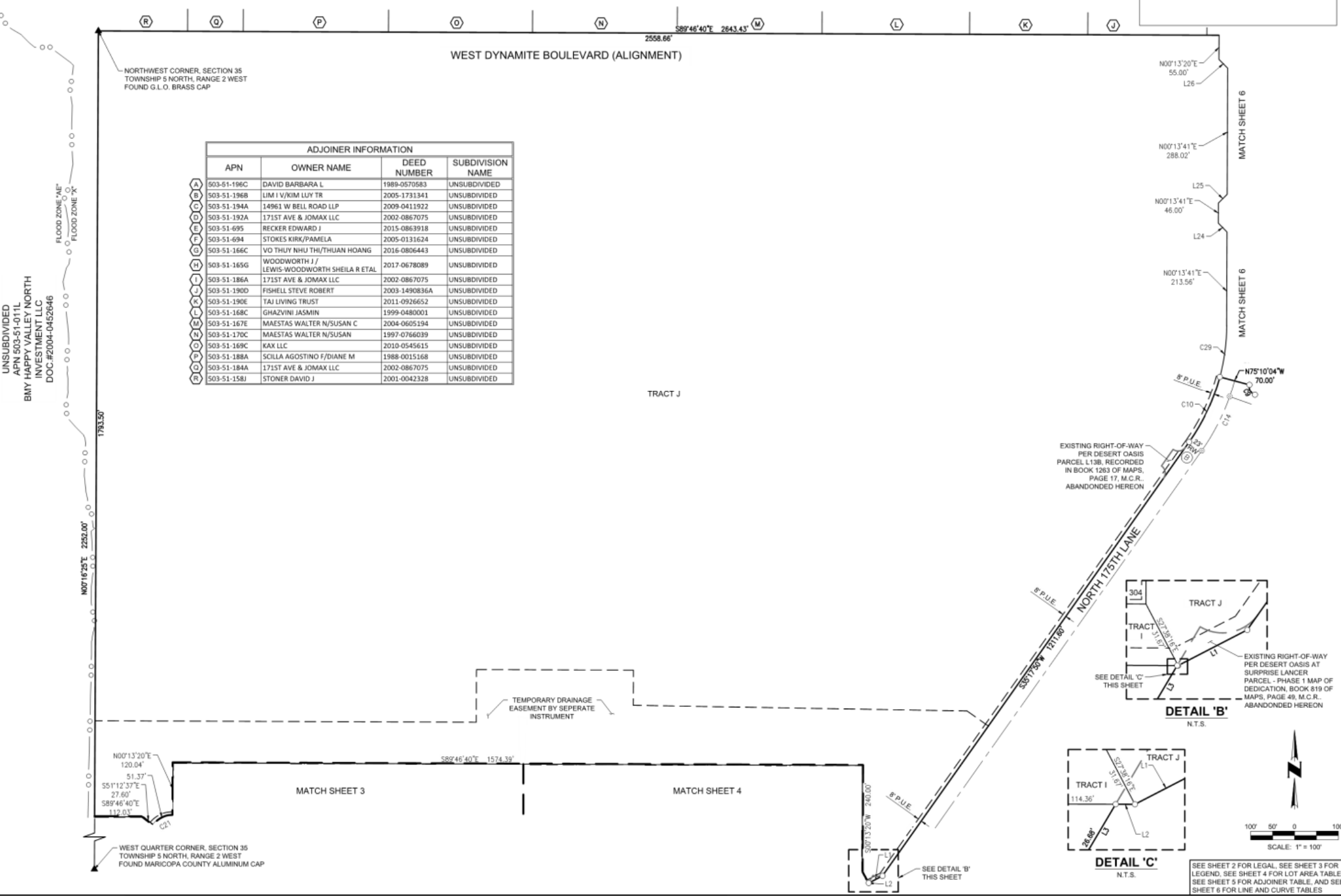
5 SHEET OF 6

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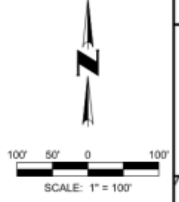
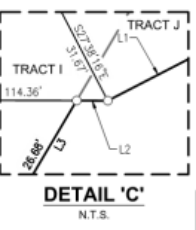
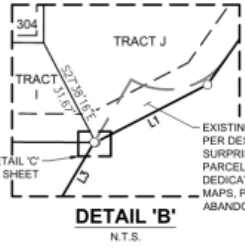
ADJOINER INFORMATION			
APN	OWNER NAME	DEED NUMBER	SUBDIVISION NAME
503-51-196C	DAVID BARBARA L	1989-0570583	UNSUBDIVIDED
503-51-196B	LIM I V/KIM LUY TR	2005-1731341	UNSUBDIVIDED
503-51-194A	14961 W BELL ROAD LLP	2009-0411922	UNSUBDIVIDED
503-51-192A	171ST AVE & JOMAX LLC	2002-0867075	UNSUBDIVIDED
503-51-695	RECKER EDWARD J	2015-0863918	UNSUBDIVIDED
503-51-694	STOKES KIRK/PAMELA	2005-0131624	UNSUBDIVIDED
503-51-166C	VO THUY NHU THI/THUAN HOANG	2016-0806443	UNSUBDIVIDED
503-51-165G	WOODWORTH J / LEWIS-WOODWORTH SHEILA R ETAL	2017-0678089	UNSUBDIVIDED
503-51-186A	171ST AVE & JOMAX LLC	2002-0867075	UNSUBDIVIDED
503-51-190D	FISHELL STEVE ROBERT	2003-1490836A	UNSUBDIVIDED
503-51-190E	TAJ LIVING TRUST	2011-0926652	UNSUBDIVIDED
503-51-168C	GHAZVINI JASMIN	1999-0480001	UNSUBDIVIDED
503-51-167E	MAESTAS WALTER N/SUSAN C	2004-0605194	UNSUBDIVIDED
503-51-170C	MAESTAS WALTER N/SUSAN	1997-0766039	UNSUBDIVIDED
503-51-169C	KAX LLC	2010-0545615	UNSUBDIVIDED
503-51-188A	SCILLA AGOSTINO F/DIANE M	1988-0015168	UNSUBDIVIDED
503-51-184A	171ST AVE & JOMAX LLC	2002-0867075	UNSUBDIVIDED
503-51-158J	STONER DAVID J	2001-0042328	UNSUBDIVIDED

TRACT J

UNSUBDIVIDED
APN 503-51-011L
BMY HAPPY VALLEY NORTH
INVESTMENT LLC
DOC.#2004-0452646



EXISTING RIGHT-OF-WAY
PER DESERT OASIS
PARCEL L13B, RECORDED
IN BOOK 1263 OF MAPS,
PAGE 17, M.C.R.
ABANDONED HEREON



SEE SHEET 2 FOR LEGAL, SEE SHEET 3 FOR
LEGEND, SEE SHEET 4 FOR LOT AREA TABLES
SEE SHEET 5 FOR ADJOINER TABLE, AND SEE
SHEET 6 FOR LINE AND CURVE TABLES

FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-3

LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 35,
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MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

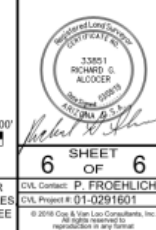


DATE
REVISION
NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT

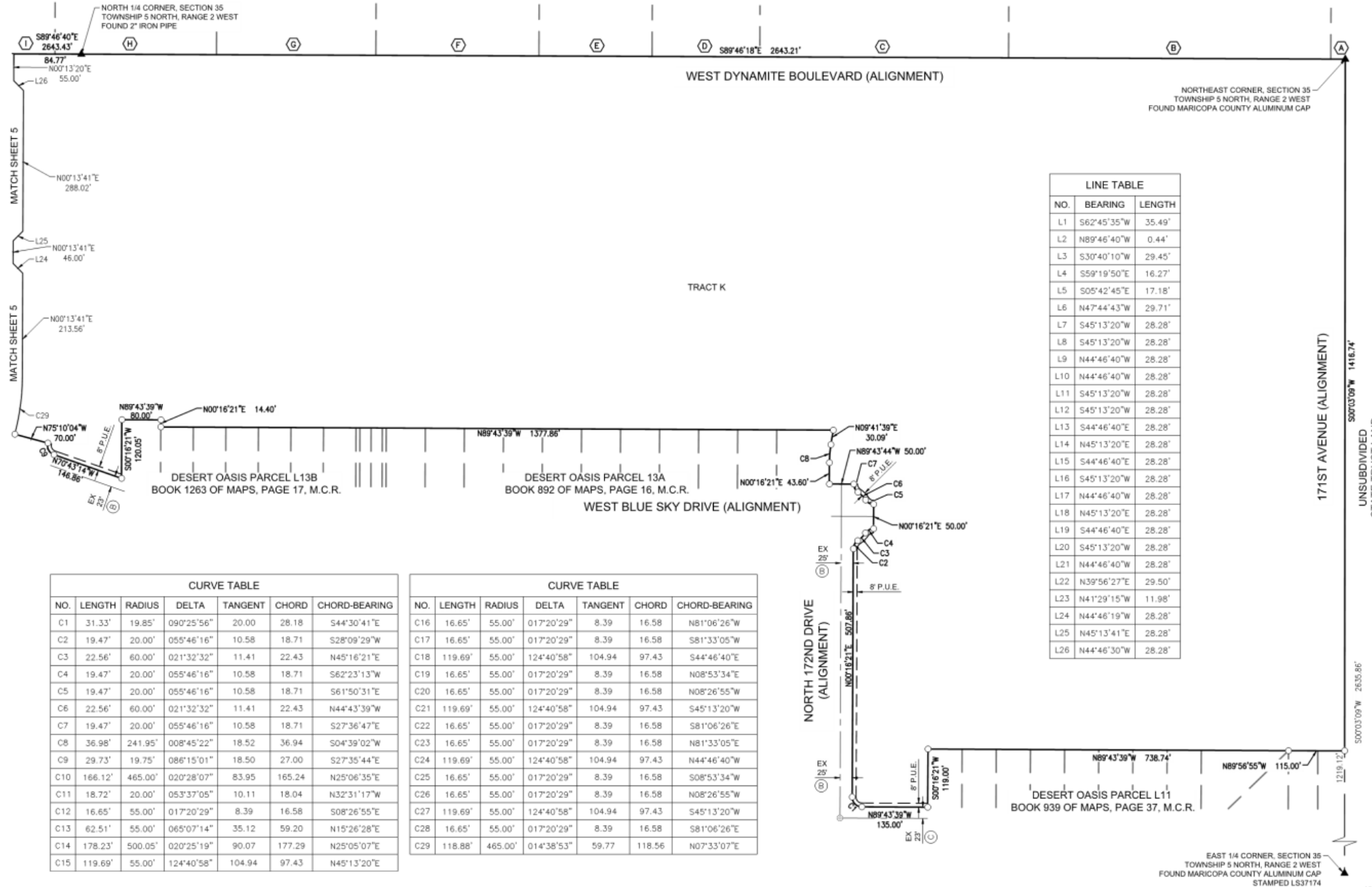
DESERT OASIS PHASE 1 - PARCEL L-3
SURPRISE, ARIZONA



6 SHEET OF 6

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CVL Project #: 01-0291601
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FINAL PLAT



CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	31.33'	19.85'	090°25'56"	20.00	28.18	S44°30'41"E
C2	19.47'	20.00'	055°46'16"	10.58	18.71	S28°09'29"W
C3	22.56'	60.00'	021°32'32"	11.41	22.43	N45°16'21"E
C4	19.47'	20.00'	055°46'16"	10.58	18.71	S62°23'13"W
C5	19.47'	20.00'	055°46'16"	10.58	18.71	S61°50'31"E
C6	22.56'	60.00'	021°32'32"	11.41	22.43	N44°43'39"W
C7	19.47'	20.00'	055°46'16"	10.58	18.71	S27°36'47"E
C8	36.98'	241.95'	008°45'22"	18.52	36.94	S04°39'02"W
C9	29.73'	19.75'	086°15'01"	18.50	27.00	S27°35'44"E
C10	166.12'	465.00'	020°28'07"	83.95	165.24	N25°06'35"E
C11	18.72'	20.00'	053°37'05"	10.11	18.04	N32°31'17"W
C12	16.65'	55.00'	017°20'29"	8.39	16.58	S08°56'55"E
C13	62.51'	55.00'	065°07'14"	35.12	59.20	N15°26'28"E
C14	178.23'	500.05'	020°25'19"	90.07	177.29	N25°05'07"E
C15	119.69'	55.00'	124°40'58"	104.94	97.43	N45°13'20"E

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C16	16.65'	55.00'	017°20'29"	8.39	16.58	N81°06'26"W
C17	16.65'	55.00'	017°20'29"	8.39	16.58	S81°33'05"W
C18	119.69'	55.00'	124°40'58"	104.94	97.43	S44°46'40"E
C19	16.65'	55.00'	017°20'29"	8.39	16.58	N08°53'34"E
C20	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C21	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C22	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C23	16.65'	55.00'	017°20'29"	8.39	16.58	N81°33'05"E
C24	119.69'	55.00'	124°40'58"	104.94	97.43	N44°46'40"W
C25	16.65'	55.00'	017°20'29"	8.39	16.58	S08°53'34"W
C26	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C27	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C28	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C29	118.88'	465.00'	014°38'53"	59.77	118.56	N07°33'07"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	S62°45'35"W	35.49'
L2	N89°46'40"W	0.44'
L3	S30°40'10"W	29.45'
L4	S59°19'50"E	16.27'
L5	S05°42'45"E	17.18'
L6	N47°44'43"W	29.71'
L7	S45°13'20"W	28.28'
L8	S45°13'20"W	28.28'
L9	N44°46'40"W	28.28'
L10	N44°46'40"W	28.28'
L11	S45°13'20"W	28.28'
L12	S45°13'20"W	28.28'
L13	S44°46'40"E	28.28'
L14	N45°13'20"E	28.28'
L15	S44°46'40"E	28.28'
L16	S45°13'20"W	28.28'
L17	N44°46'40"W	28.28'
L18	N45°13'20"E	28.28'
L19	S44°46'40"E	28.28'
L20	S45°13'20"W	28.28'
L21	N44°46'40"W	28.28'
L22	N39°56'27"E	29.50'
L23	N41°29'15"W	11.98'
L24	N44°46'19"W	28.28'
L25	N45°13'41"E	28.28'
L26	N44°46'30"W	28.28'

171ST AVENUE (ALIGNMENT)

UNSUBDIVIDED
STATE TRUST LAND

50070.09'W 2635.86'

SCALE: 1" = 100'

SEE SHEET 2 FOR LEGAL. SEE SHEET 3 FOR
LEGEND. SEE SHEET 4 FOR LOT AREA TABLES.
SEE SHEET 5 FOR ADJOINER TABLE, AND SEE
SHEET 6 FOR LINE AND CURVE TABLES.



QUESTIONS OR COMMENTS?

Thank You

RESOLUTION # 2019-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT FOR DESERT OASIS PHASE 1 – PARCEL L-3.

WHEREAS, Metro Oasis, LLLP is the owner of that certain real property located generally southwest of the intersection of 171st Avenue and Dynamite Road in the City of Surprise, and;

WHEREAS, the Property is included within a planned area development called "Desert Oasis at Surprise" approved by the City Council of the City on September 14, 2000 pursuant to Ordinance No. 00-18, and;

WHEREAS, on August 7th, 2018 the City approved a preliminary subdivision plat for the Property in connection with the Developer's intended development of the Property as a single-family residential subdivision containing eight hundred thirty-two (832) lots, and;

WHEREAS, on June 4th, 2019 the City approved the development agreement between the City of Surprise and Metro Oasis, LLLP, Resolution 2019-51, to provide an in lieu payment for construction of infrastructure in the vicinity of Jomax Road and 163rd Avenue; and

WHEREAS, the Metro Oasis, LLLP Desert Oasis Development Agreement clearly identifies that financial guarantees for improvements shall be provided as required per Section 122-118 of the Surprise Unified Development Code except that in lieu of providing financial guarantees thirty days prior to formal approval of final plats by the City Council, the financial guarantees may be provided to the City after City Council approval of the final plat, but must be provided prior to recording of the final plat.

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

Section 1. That the City of Surprise approves and signs the Desert Oasis Phase 1 – Parcel L-3 Final Plat.

Section 2. The Final Plat for Desert Oasis Phase 1 – Parcel L-3 shall not be recorded by the City until the financial guarantees for improvements required by Section 122-118 of the Surprise Unified Development Code have been provided by the developer or its successor or assign, per the Metro Oasis, LLLP Desert Oasis Development Agreement, Resolution 2019-51.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled “Final Plat for Desert Oasis Phase 1 – Parcel L-4A”, generally located south of Dynamite Boulevard and west of 171st Avenue; Resolution 2019-69.

Motion:

I move to approve Resolution 2019-69, a Final Plat entitled “Final Plat for Desert Oasis Phase 1 – Parcel L-4A”, generally located south of Dynamite Boulevard and west of 171st Avenue.

Background:

Coe and Van Loo Consultants Inc., on behalf of Metro Oasis LLLP, seeks approval of a Final Plat to allow for the development of a single-family residential subdivision in parcel L4A of Desert Oasis, generally located south of Dynamite Boulevard and west of 171st Avenue.

Objective Analysis:

This Final Plat will create 114 lots and a total density of 4.43 dwelling units per acre which is consistent with the approved Desert Oasis PAD.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-563 - DOS Parcel L4A - Staff Report

2. 01 - FS18-563 - DOS Parcel L4A - Final Plat
 3. 02 - Resolution-Final Plat Desert Oasis Phase 1 – Parcel L-4A Final Plats
 4. FS18-563 - DOS Parcel L4A - PowerPoint
-

Case: FS18-563

Project Name: Desert Oasis Phase 1 – Parcel L4A

Council District: 1 – Acacia

Meeting Date: June 4, 2019

Planner: Sergio Angulo

Owner: Metro Oasis LLLP

Applicant: Coe and Van Loo Consultants Inc.

Request: Final Plat for 114 Lots.

Site Location: Generally south of Dynamite Boulevard and west of 171st Avenue in Desert Oasis.

Site Size: 25.75 Acres

Density: 4.43 Dwelling Units per Acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-563.

Support/Opposition: None known.

Recommendation: **Approve** [no stipulations on final plats]

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Desert Oasis PAD.
- The proposed Final Plat is consistent with the Preliminary Plat case FS17-545.

37 **Background:**

38 **October 12, 2000:** The subject parcel was annexed into the City.

39
40 **September 14, 2000:** The Mayor and City Council approved The Desert Oasis at Surprise
41 Planned Area Development (PAD).

42
43 **March 7, 2018:** The Community Development Director approved the Minor PAD
44 Amendment to modify the development standards and provide additional design guidelines
45 for Parcels L1, L2, L3, L4, and L12 of Desert Oasis.

46
47 **August 7, 2018:** The Mayor and City Council approved the Preliminary Plat case FS17-
48 545.

49
50 **September 13, 2018:** Staff met with the applicant to discuss the project during a regularly
51 scheduled Concept Review meeting under CR18-410.

52
53 **October 19, 2018:** The applicant filed a request for a Final Plat approval for 114 lots.

54
55 **Project Description:**

56
57 Coe and Van Loo Consultants Inc., on behalf of Metro Oasis LLLP, requests approval of a
58 Final Plat to allow for the development of a single-family residential subdivision in parcel L4-
59 A of the Desert Oasis PAD generally located south of Dynamite Boulevard and west 171st
60 Avenue. The applicant proposes 114 residential lots with an amenity open space lot on
61 approximately 25.75 acres.

62
63 This Final Plat application is in compliance with the Preliminary Plat approved by the Mayor
64 and City Council on August 7, 2018. The proposed Final Plat meets all the requirements of
65 the Surprise General Plan and the Desert Oasis of Surprise PAD.

66
67 **Attachments:**

68
69 01 Final Plat
70 02 Resolution 2019-69

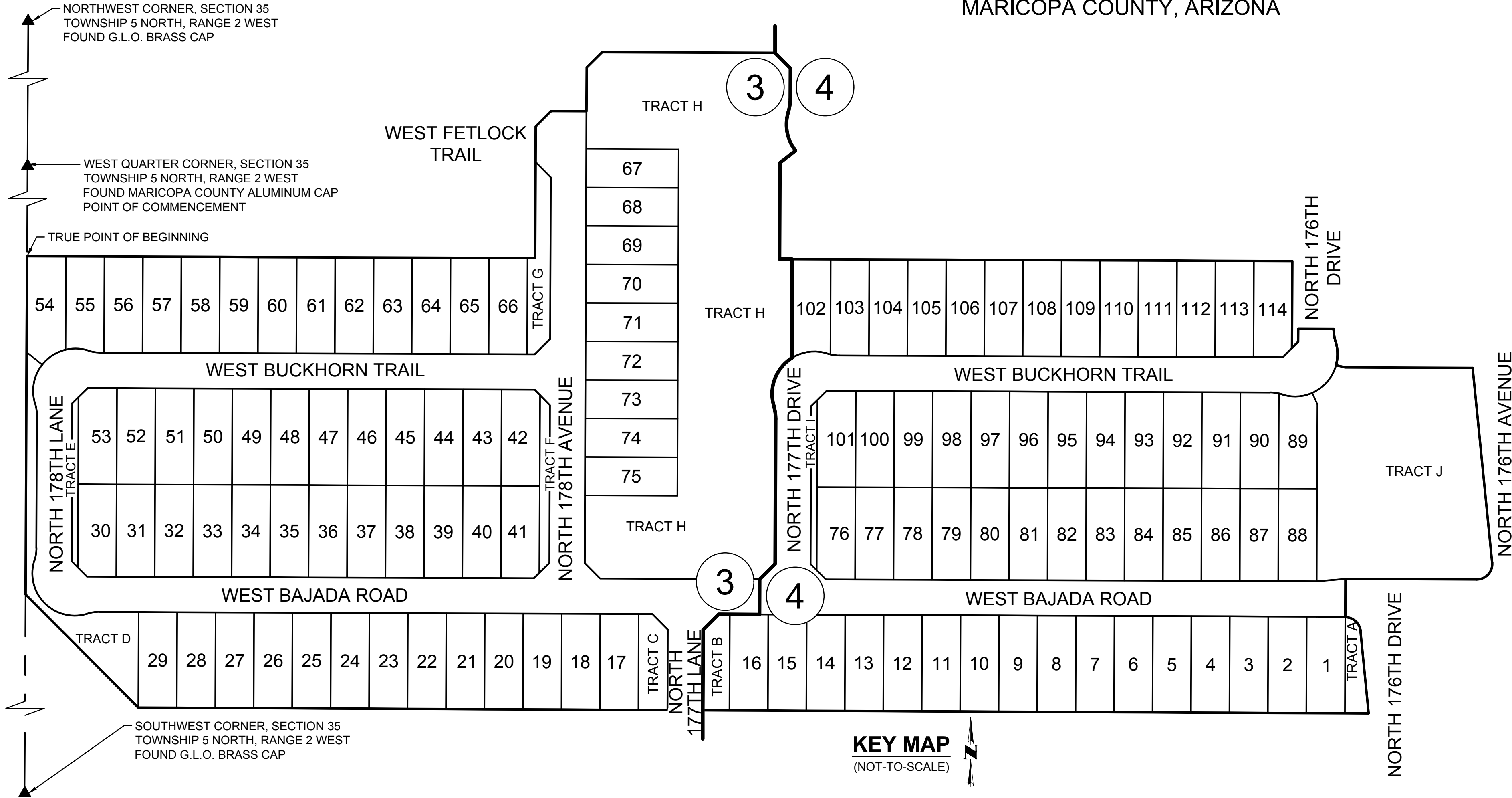
71
72 **Enclosure:**

73
74 Sealed mylars

FINAL PLAT FOR DESERT OASIS PHASE 1 - PARCEL L-4A

LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



KEY MAP
(NOT-TO-SCALE)

LEGAL DESCRIPTION

THAT PORTION OF THE WEST HALF OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE G.L.O. BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 35 BEARS SOUTH 00°16'09" WEST, A DISTANCE OF 2,499.62 FEET;

THENCE SOUTH 00°16'09" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 193.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 660.43 FEET;
THENCE NORTH 00°13'20" EAST, A DISTANCE OF 171.00 FEET;
THENCE NORTH 45°13'20" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 46.00 FEET;
THENCE NORTH 00°13'20" EAST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 45°13'20" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 224.83 FEET;
THENCE SOUTH 44°46'40" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 40.21 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°43'28", A DISTANCE OF 53.49 FEET;

THENCE SOUTH 51°50'21" WEST, A DISTANCE OF 25.53 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 125.00 FEET;
THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 666.52 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 113.00 FEET;
THENCE NORTH 45°13'20" EAST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 00°13'20" EAST, A DISTANCE OF 16.79 FEET;

THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 46.00 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 89°46'40" EAST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE WESTERLY;

LEGAL DESCRIPTION

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°58'30", A DISTANCE OF 30.69 FEET;

THENCE SOUTH 75°08'39" EAST, A DISTANCE OF 12.18 FEET;

THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 165.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 175TH AVENUE, AS DEDICATED IN DESERT OASIS AT SURPRISE LANCER PARCEL – PHASE I MAP OF DEDICATION, AS RECORDED IN BOOK 819 OF MAPS, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 05°42'45" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 254.09 FEET TO A POINT ON THE NORTHERLY LINE OF DESERT OASIS AT SURPRISE PARCEL L5-B, AS RECORDED IN BOOK 822 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE OF 20.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE ALONG SAID NORTHERLY LINE OF DESERT OASIS AT SURPRISE PARCEL L5-B THE FOLLOWING COURSES:

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°57'51", A DISTANCE OF 33.50 FEET;

THENCE NORTH 89°44'54" WEST, A DISTANCE OF 170.55 FEET;

THENCE SOUTH 00°16'21" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 00°33'59" WEST;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°19'35", A DISTANCE OF 29.09 FEET;

THENCE SOUTH 05°42'37" EAST, A DISTANCE OF 107.53 FEET;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 1,599.39 FEET TO A POINT ON A BOUNDARY LINE AS DEFINED IN A BOUNDARY LINE AGREEMENT AS RECORDED IN DOCUMENT NO. 87-117172, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 44°54'37" WEST, DEPARTING SAID NORTHERLY LINE ALONG SAID BOUNDARY LINE, A DISTANCE OF 207.64 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

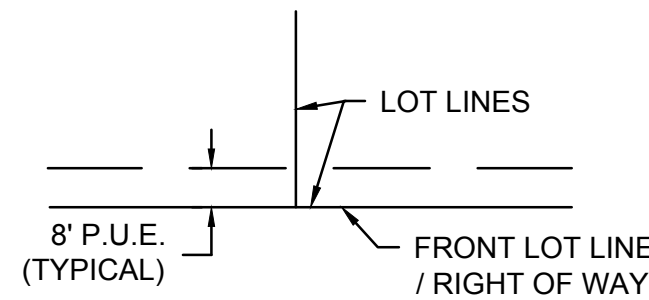
THENCE NORTH 00°16'09" EAST, ALONG SAID WEST LINE, A DISTANCE OF 439.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,121,688 SQUARE FEET OR 25.750 ACRES, MORE OR LESS.

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	114
TOTAL NUMBER OF TRACTS	10
GROSS RESIDENTIAL DENSITY	4.43 D.U./A.C.

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	703,038	16.140
TOTAL AREA OF TRACTS	214,500	4.924
TOTAL AREA OF RIGHT OF WAY	204,150	4.687
TOTAL GROSS AREA	1,121,688	25.751

TRACT TABLE		
TRACT	AREA	DESCRIPTION
TRACT 'A'	0.068 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'B'	0.094 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'C'	0.104 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'D'	0.272 ACRES	LANDSCAPE, P.U.E.
TRACT 'E'	0.039 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'F'	0.065 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'G'	0.134 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'H'	2.755 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., S.V.T.
TRACT 'I'	0.039 ACRES	LANDSCAPE, P.U.E., S.V.T.
TRACT 'J'	1.353 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., S.V.T., SEWER EASEMENT
TOTAL	4.924 ACRES	



TYPICAL PUBLIC UTILITY
EASEMENT DETAIL
(NOT-TO-SCALE)

SEE SHEET 2 FOR LEGAL
DESCRIPTION, SHEET 3 FOR LOT
AREA TABLES, & SHEET 4 FOR
LEGEND, CURVE AND LINE TABLES



NO.	REVISION		DATE

FINAL PLAT

Coe & Van Loo Consultants, Inc.

DESERT OASIS PHASE 1 - PARCEL L-4A
SURPRISE, ARIZONA



2 SHEET
OF 4

CVL Contact: P. FROEHLICH
CVL Project #: 01-0291601
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FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-4A
LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



DATE _____

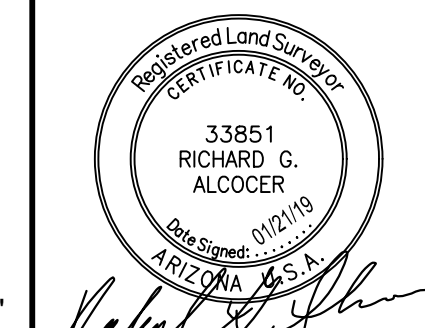
REVISION

No.	
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FINAL PLAT

Coe & Van Loo Consultants, Inc.

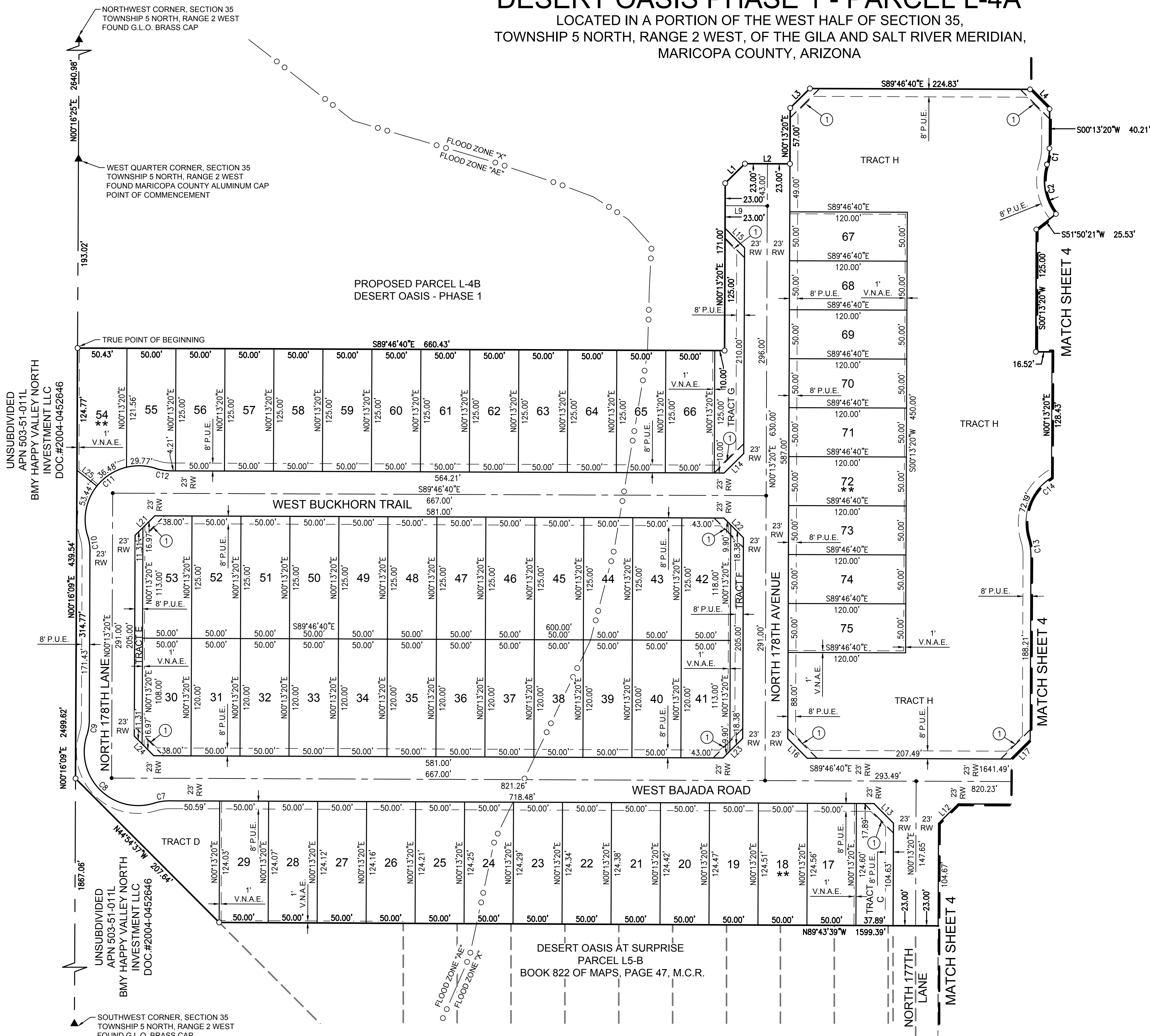
DESERT OASIS PHASE 1 - PARCEL L-4A
SURPRISE, ARIZONA



3 SHEET OF 4

CVL Contact:	P. FROELICH
CVL Project #:	01-0291601

SEE SHEET 2 FOR LEGAL
DESCRIPTION, SHEET 3 FOR LOT
AREA TABLES, & SHEET 4 FOR
LEGEND, CURVE AND LINE TABLES



LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
1	6,274
2	6,267
3	6,265
4	6,263
5	6,261
6	6,259
7	6,256
8	6,254
9	6,252
10	6,250
11	6,248
12	6,245
13	6,243
14	6,241
15	6,239
16	6,237
17	6,229
18	6,227
19	6,225
20	6,222
21	6,220
22	6,218
23	6,216
24	6,214
25	6,211
26	6,209
27	6,207
28	6,205
29	6,203
30	5,928
31	6,000
32	6,000
33	6,000
34	6,000
35	6,000
36	6,000
37	6,000
38	6,000
39	6,000

LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
40	6,000
41	5,976
42	6,225
43	6,250
44	6,250
45	6,250
46	6,250
47	6,250
48	6,250
49	6,250
50	6,250
51	6,250
52	6,250
53	6,178
54	6,586
55	6,110
56	6,250
57	6,250
58	6,250
59	6,250
60	6,250
61	6,250
62	6,250
63	6,250
64	6,250
65	6,250
66	6,250
67	6,000
68	6,000
69	6,000
70	6,000
71	6,000
72	6,000
73	6,000
74	6,000
75	6,000
76	5,928
77	6,000
78	6,000

LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
79	6,000
80	6,000
81	6,000
82	6,000
83	6,000
84	6,000
85	6,000
86	6,000
87	6,000
88	6,000
89	6,046
90	6,245
91	6,250
92	6,250
93	6,250
94	6,250
95	6,250
96	6,250
97	6,250
98	6,250
99	6,250
100	6,250
101	6,178
102	6,107
103	6,245
104	6,250
105	6,250
106	6,250
107	6,250
108	6,250
109	6,250
110	6,250
111	6,250
112	6,250
113	6,250
114	6,178
TOTAL	703,038

FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-4A
LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



DATE	
REVISION	
NO.	

Coe & Van Loo Consultants, Inc.

FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-4A
SURPRISE, ARIZONA

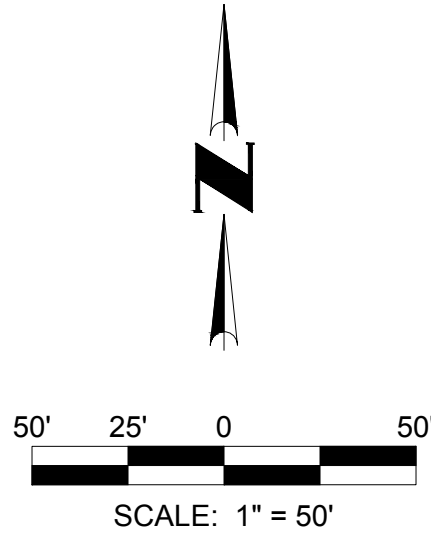
REGISTERED LAND SURVEYOR CERTIFICATE NO. 33851 RICHARD G. ALCOCK Exp. Date 01/01/19 ARIZONA
4 SHEET OF 4
CVL Contact: P. FROEHLICH CVL Project #: 01-0291601 © 2018 Coe & Van Loo Consultants, Inc. All rights reserved for reproduction in any format

LEGEND

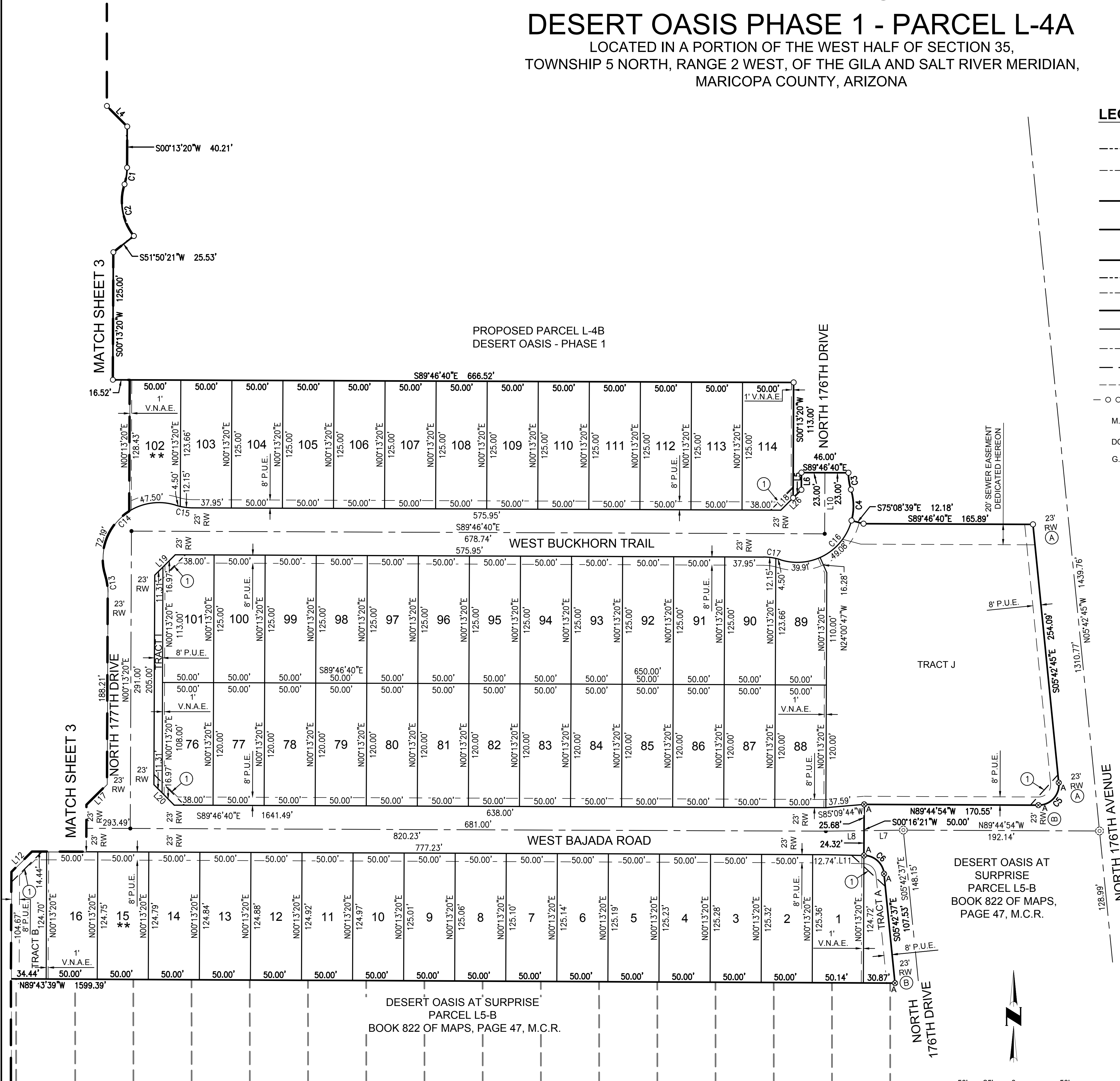
- | | | | |
|---------|--|----------|--|
| ---▲--- | SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED) | ① | SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30' |
| ---●--- | CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED) | Ⓐ | INDICATED RIGHT-OF-WAY PER DESERT OASIS AT SURPRISE LANCER PARCEL - PHASE 1 MAP OF DEDICATION, RECORDED IN BOOK 819 OF MAPS, PAGE 49, M.C.R. |
| ---○--- | CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED) | Ⓑ | INDICATED RIGHT-OF-WAY PER DESERT OASIS AT SURPRISE PARCEL L5-B, RECORDED IN BOOK 822 OF MAPS, PAGE 47, M.C.R. |
| ---○--- | CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED) | P.U.E. | PUBLIC UTILITY EASEMENT |
| ---○--- | FOUND 1/2" REBAR WITH CAP LS#33851 | V.N.A.E. | VEHICULAR NON ACCESS EASEMENT |
| --- | SECTION LINE | AC. | ACRES |
| --- | MID-SECTION LINE | L1 | LINE NUMBER |
| --- | BOUNDARY LINE | C1 | CURVE NUMBER |
| --- | LOT LINE | R/W | RIGHT-OF-WAY |
| --- | CENTERLINE | APN | ASSESSOR PARCEL NUMBER |
| --- | EASEMENT | D.E. | DRAINAGE EASEMENT |
| --- | EXISTING R/W | EX. | EXISTING |
| ○ ○ | FLOOD ZONE | MWD | MARICOPA WATER DISTRICT |
| M.C.R. | MARICOPA COUNTY RECORDER | ** | HEADLIGHT INTRUSION |
| DOC.# | DOCUMENT NUMBER | | |
| G.L.O. | GENERAL LAND OFFICE | | |

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N45°13'20"E	28.28'	L10	N00°13'20"E	59.79'	L19	N45°13'20"E	28.28'
L2	S89°46'40"E	46.00'	L11	S88°43'45"E	37.41'	L20	N44°46'40"W	28.28'
L3	N45°13'20"E	28.28'	L12	S45°13'20"W	28.28'	L21	N45°13'20"E	28.28'
L4	S44°46'40"E	28.28'	L13	N44°46'40"W	28.28'	L22	S44°46'40"E	28.28'
L5	N45°13'20"E	11.31'	L14	N45°13'20"E	28.28'	L23	S45°13'20"W	28.28'
L6	N00°13'20"E	16.79'	L15	N44°46'40"W	28.28'	L24	N44°46'40"W	28.28'
L7	S89°14'36"W	38.42'	L16	S44°46'40"E	28.28'	L25	S51°26'51"E	25.99'
L8	S89°14'36"W	37.43'	L17	N45°13'20"E	28.28'	L26	S45°13'20"W	28.28'
L9	S89°46'40"E	43.00'	L18	S45°13'20"W	16.97'			

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	16.65'	55.00'	017°20'29"	8.39	16.58	N08°53'34"E
C2	53.49'	55.00'	055°43'28"	29.07	51.41	S10°17'55"E
C3	16.65'	55.00'	017°20'29"	8.39	16.58	S08°26'55"E
C4	30.69'	55.00'	031°58'30"	15.76	30.30	N01°07'54"W
C5	33.50'	20.00'	095°57'51"	22.20	29.72	N42°16'11"E
C6	29.09'	20.00'	083°19'35"	17.80	26.59	N47°46'13"W
C7	16.65'	55.00'	017°20'29"	8.39	16.58	S81°33'05"W
C8	119.69'	55.00'	124°40'58"	104.94	97.43	S44°46'40"E
C9	16.65'	55.00'	017°20'29"	8.39	16.58	N08°53'34"E
C10	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C11	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C12	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C13	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C14	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C15	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C16	119.69'	55.00'	124°40'58"	104.94	97.43	N45°13'20"E
C17	16.65'	55.00'	017°20'29"	8.39	16.58	N81°06'26"W



DESERT OASIS AT
SURPRISE
PARCEL L5-B
BOOK 822 OF MAPS,
PAGE 47, M.C.R.



SEE SHEET 2 FOR LEGAL
DESCRIPTION, SHEET 3 FOR LOT
AREA TABLES, & SHEET 4 FOR
LEGEND, CURVE AND LINE TABLES

RESOLUTION # 2019-69

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT FOR DESERT OASIS PHASE 1 – PARCEL L-4A.

WHEREAS, Metro Oasis, LLLP is the owner of that certain real property located generally southwest of the intersection of 171st Avenue and Dynamite Road in the City of Surprise, and;

WHEREAS, the Property is located within the “Desert Oasis at Surprise” planned area development approved by the City Council on September 14, 2000 pursuant to Ordinance No. 00-18, and;

WHEREAS, on August 7th, 2018 the City Council approved a preliminary subdivision plat for the Property in connection with the Developer's intended development of the Property as a single-family residential subdivision containing 832 lots, and;

WHEREAS, on June 4th, 2019, the City Council approved the development agreement between the City of Surprise and Metro Oasis, LLLP, Resolution 2019-51, to provide an in lieu payment for construction of infrastructure in the vicinity of Jomax Road and 163rd Avenue; and

WHEREAS, the Metro Oasis, LLLP Desert Oasis Development Agreement clearly declares that financial guarantees for improvements shall be provided as required per Section 122-118 of the Surprise Unified Development Code, except that in lieu of providing financial guarantees thirty days prior to formal approval of final plats by the City Council, the financial guarantees may be provided to the City after City Council approval of the final plat, but must be provided prior to recording of the final plat.

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

Section 1. That the City of Surprise approves and signs the Desert Oasis Phase 1 – Parcel L-4A Final Plat.

Section 2. The Final Plat for Desert Oasis Phase 1 – Parcel L-4A shall not be recorded by the City until the financial guarantees for improvements required by Section 122-118 of the Surprise Unified Development Code have been provided by the developer or its successor or assign, per the Metro Oasis, LLLP Desert Oasis Development Agreement, Resolution 2019-51.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



Desert Oasis Parcel L4-A Final Plat

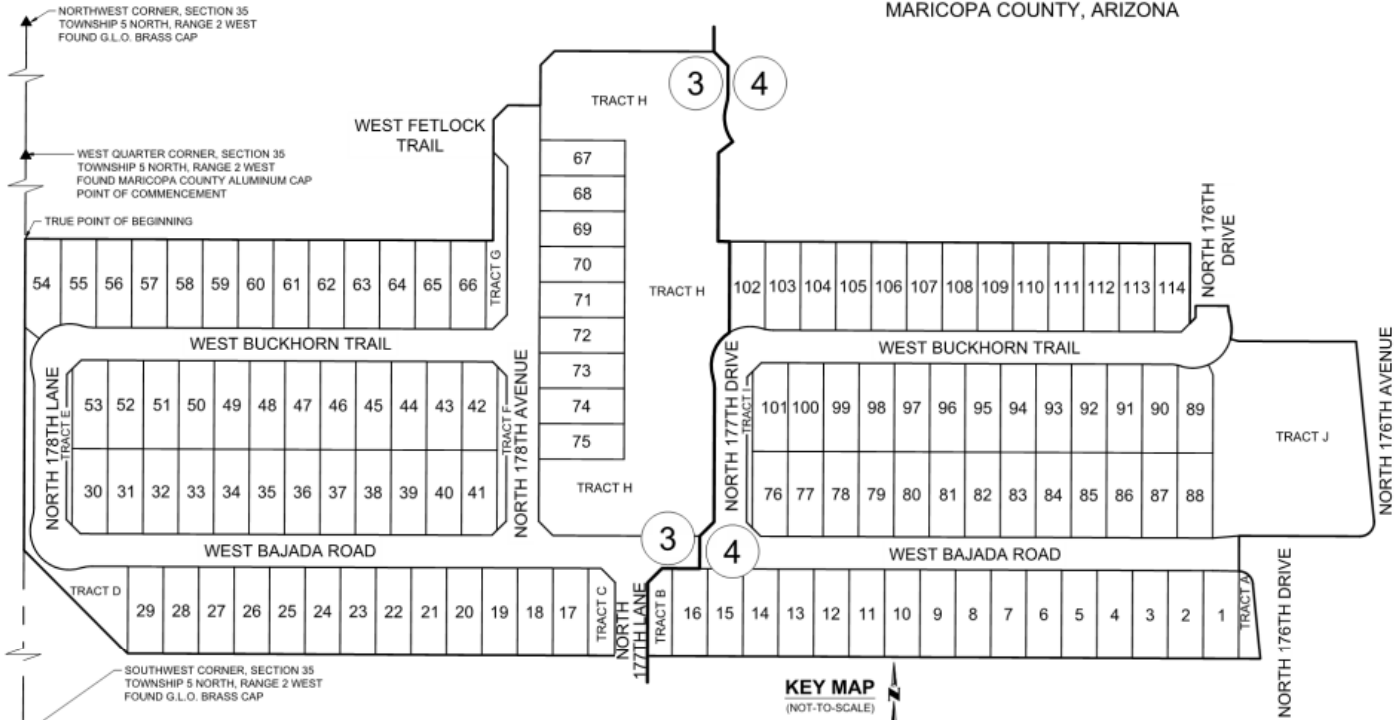
City Council
June 4, 2019



VICINITY MAP

FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-4A

LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



LEGAL DESCRIPTION

THAT PORTION OF THE WEST HALF OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE G.L.O. BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 35 BEARS SOUTH 00°16'09" WEST, A DISTANCE OF 2,499.82 FEET;

THENCE SOUTH 00°16'09" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 193.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 660.43 FEET;
THENCE NORTH 00°13'20" EAST, A DISTANCE OF 171.00 FEET;
THENCE NORTH 45°13'20" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 46.00 FEET;
THENCE NORTH 00°13'20" EAST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 45°13'20" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 224.83 FEET;
THENCE SOUTH 44°46'40" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 40.21 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°43'28", A DISTANCE OF 53.49 FEET;

THENCE SOUTH 51°50'21" WEST, A DISTANCE OF 25.53 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 125.00 FEET;
THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 666.52 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 113.00 FEET;
THENCE NORTH 45°13'20" EAST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 00°13'20" EAST, A DISTANCE OF 16.79 FEET;

THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 46.00 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 89°46'40" EAST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET; TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE WESTERLY;

LEGAL DESCRIPTION

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°58'30", A DISTANCE OF 30.69 FEET;

THENCE SOUTH 75°08'39" EAST, A DISTANCE OF 12.18 FEET;

THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 165.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 175TH AVENUE, AS DEDICATED IN DESERT OASIS AT SURPRISE LANCER PARCEL - PHASE I MAP OF DEDICATION, AS RECORDED IN BOOK 819 OF MAPS, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 05°42'45" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 254.09 FEET TO A POINT ON THE NORTHERLY LINE OF DESERT OASIS AT SURPRISE PARCEL LS-8, AS RECORDED IN BOOK 822 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE OF 20.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE ALONG SAID NORTHERLY LINE OF DESERT OASIS AT SURPRISE PARCEL LS-8 THE FOLLOWING COURSES:

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°57'51", A DISTANCE OF 33.50 FEET;

THENCE NORTH 89°44'54" WEST, A DISTANCE OF 170.55 FEET;

THENCE SOUTH 00°16'21" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 00°33'59" WEST;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°19'35", A DISTANCE OF 29.09 FEET;

THENCE SOUTH 05°42'37" EAST, A DISTANCE OF 107.53 FEET;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 1,599.39 FEET TO A POINT ON A BOUNDARY LINE AS DEFINED IN A BOUNDARY LINE AGREEMENT AS RECORDED IN DOCUMENT NO. 87-117172, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 44°54'37" WEST, DEPARTING SAID NORTHERLY LINE ALONG SAID BOUNDARY LINE, A DISTANCE OF 207.84 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE NORTH 00°16'09" EAST, ALONG SAID WEST LINE, A DISTANCE OF 439.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,121,688 SQUARE FEET OR 25.750 ACRES, MORE OR LESS.

COUNTY RECORDER



NO.	DATE	REVISION

Coe & Van Loo Consultants, Inc.

DESERT OASIS PHASE 1 - PARCEL L-4A
SURPRISE, ARIZONA

FINAL PLAT



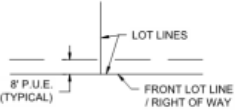
2 SHEET OF 4

CVL Contact: P. FROEHLICH
CVL Project #: 01-0291801
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TOTAL LAND USE	
TOTAL NUMBER OF LOTS	114
TOTAL NUMBER OF TRACTS	10
GROSS RESIDENTIAL DENSITY	4.43 D.U./A.C.

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
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TOTAL AREA OF TRACTS	214,500	4.924
TOTAL AREA OF RIGHT OF WAY	204,150	4.687
TOTAL GROSS AREA	1,121,688	25.751

TRACT TABLE		
TRACT	AREA	DESCRIPTION
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TRACT 'C'	0.104 ACRES	LANDSCAPE, P.U.E., S.V.T.
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TRACT 'J'	1.353 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., S.V.T., SEWER EASEMENT
TOTAL	4.924 ACRES	



TYPICAL PUBLIC UTILITY
EASEMENT DETAIL
(NOT-TO-SCALE)

SEE SHEET 2 FOR LEGAL
DESCRIPTION, SHEET 3 FOR LOT
AREA TABLES, & SHEET 4 FOR
LEGEND, CURVE AND LINE TABLES

FINAL PLAT

**FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-4A**
LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



Coe & Van Loo Consultants, Inc.

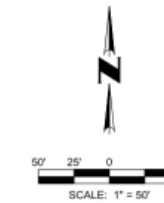
FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-4A
SURPRISE, ARIZONA

LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
1	6,274
2	6,267
3	6,265
4	6,263
5	6,261
6	6,259
7	6,256
8	6,254
9	6,252
10	6,250
11	6,248
12	6,245
13	6,243
14	6,241
15	6,239
16	6,237
17	6,229
18	6,227
19	6,225
20	6,222
21	6,220
22	6,218
23	6,216
24	6,214
25	6,211
26	6,209
27	6,207
28	6,205
29	6,203
30	5,928
31	6,000
32	6,000
33	6,000
34	6,000
35	6,000
36	6,000
37	6,000
38	6,000
39	6,000

LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
40	6,000
41	5,976
42	6,225
43	6,250
44	6,250
45	6,250
46	6,250
47	6,250
48	6,250
49	6,250
50	6,250
51	6,250
52	6,250
53	6,178
54	6,586
55	6,110
56	6,250
57	6,250
58	6,250
59	6,250
60	6,250
61	6,250
62	6,250
63	6,250
64	6,250
65	6,250
66	6,250
67	6,000
68	6,000
69	6,000
70	6,000
71	6,000
72	6,000
73	6,000
74	6,000
75	6,000
76	5,928
77	6,000
78	6,000

LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
79	6,000
80	6,000
81	6,000
82	6,000
83	6,000
84	6,000
85	6,000
86	6,000
87	6,000
88	6,000
89	6,046
90	6,245
91	6,250
92	6,250
93	6,250
94	6,250
95	6,250
96	6,250
97	6,250
98	6,250
99	6,250
100	6,250
101	6,178
102	6,107
103	6,245
104	6,250
105	6,250
106	6,250
107	6,250
108	6,250
109	6,250
110	6,250
111	6,250
112	6,250
113	6,250
114	6,178
TOTAL	703,038



SEE SHEET 2 FOR LEGAL
DESCRIPTION, SHEET 3 FOR LOT
AREA TABLES, & SHEET 4 FOR
LEGEND, CURVE AND LINE TABLES

3 SHEET 4

CVL Contact: P. FROELICH
CVL Project #: 01-0291601

FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-4A
LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
FOUND 1/2" REBAR WITH CAP L8#33851
SECTION LINE
MID-SECTION LINE
BOUNDARY LINE
LOT LINE
CENTERLINE
EASEMENT
EXISTING RW
FLOOD ZONE
M.C.R. MARICOPA COUNTY RECORDER
DOC.# DOCUMENT NUMBER
G.L.O. GENERAL LAND OFFICE
- # SHEET NUMBER
① SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'
② INDICATED RIGHT-OF-WAY PER DESERT OASIS AT SURPRISE LANCER PARCEL - PHASE 1 MAP OF DEDICATION, RECORDED IN BOOK 819 OF MAPS, PAGE 49, M.C.R.
③ INDICATED RIGHT-OF-WAY PER DESERT OASIS AT SURPRISE PARCEL L5-B, RECORDED IN BOOK 822 OF MAPS, PAGE 47, M.C.R.
P.U.E. PUBLIC UTILITY EASEMENT
V.N.A.E. VEHICULAR NON ACCESS EASEMENT
AC. ACRES
L1 LINE NUMBER
C1 CURVE NUMBER
R/W RIGHT-OF-WAY
APN ASSESSOR PARCEL NUMBER
D.E. DRAINAGE EASEMENT
EX. EXISTING
MWD MARICOPA WATER DISTRICT
** HEADLIGHT INTRUSION

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N45°13'20"E	28.28'	L10	N00°13'20"E	59.79'	L19	N45°13'20"E	28.28'
L2	S89°46'40"E	46.00'	L11	S88°43'45"E	37.41'	L20	N44°46'40"W	28.28'
L3	N45°13'20"E	28.28'	L12	S45°13'20"W	28.28'	L21	N45°13'20"E	28.28'
L4	S44°46'40"E	28.28'	L13	N44°46'40"W	28.28'	L22	S44°46'40"E	28.28'
L5	N45°13'20"E	11.31'	L14	N45°13'20"E	28.28'	L23	S45°13'20"W	28.28'
L6	N00°13'20"E	16.79'	L15	N44°46'40"W	28.28'	L24	N44°46'40"W	28.28'
L7	S89°14'36"W	38.42'	L16	S44°46'40"E	28.28'	L25	S51°26'51"E	25.99'
L8	S89°14'36"W	37.43'	L17	N45°13'20"E	28.28'	L26	S45°13'20"W	28.28'
L9	S89°46'40"E	43.00'	L18	S45°13'20"W	16.97'			

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	16.65'	55.00'	017°20'29"	8.39	16.58	N08°53'34"E
C2	53.49'	55.00'	055°43'28"	29.07	51.41	S10°17'55"E
C3	16.65'	55.00'	017°20'29"	8.39	16.58	S08°26'55"E
C4	30.69'	55.00'	031°58'30"	15.76	30.30	N01°07'54"W
C5	33.50'	20.00'	095°57'51"	22.20	29.72	N42°16'11"E
C6	29.09'	20.00'	083°19'35"	17.80	26.59	N47°46'13"W
C7	16.65'	55.00'	017°20'29"	8.39	16.58	S81°33'05"W
C8	119.69'	55.00'	124°40'58"	104.94	97.43	S44°46'40"E
C9	16.65'	55.00'	017°20'29"	8.39	16.58	N08°53'34"E
C10	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C11	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C12	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C13	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C14	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C15	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C16	119.69'	55.00'	124°40'58"	104.94	97.43	N45°13'20"E
C17	16.65'	55.00'	017°20'29"	8.39	16.58	N81°06'26"W

SEE SHEET 2 FOR LEGAL DESCRIPTION, SHEET 3 FOR LOT AREA TABLES, & SHEET 4 FOR LEGEND, CURVE AND LINE TABLES



CVL Contact: P. FROEHLICH
CVL Project #: 01-0291601
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Registration in good standing

Coe & Van Loo Consultants, Inc.

DESERT OASIS PHASE 1 - PARCEL L-4A
SURPRISE, ARIZONA

FINAL PLAT

FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled “Final Plat for Desert Oasis Phase 1 – Parcel L-4B”, generally located south of Dynamite Boulevard and west of 171st Avenue; Resolution 2019-70.

Motion:

I move to approve Resolution 2019-70, a Final Plat entitled “Final Plat for Desert Oasis Phase 1 – Parcel L-4B”, generally located south of Dynamite Boulevard and west of 171st Avenue.

Background:

Coe and Van Loo Consultants Inc., on behalf of Metro Oasis LLLP, seeks approval of a Final Plat to allow for the development of a single-family residential subdivision in parcel L4B of Desert Oasis, generally located south of Dynamite Boulevard and west of 171st Avenue.

Objective Analysis:

This Final Plat will create 99 lots and a total density of 3.96 dwelling units per acre which is consistent with the approved Desert Oasis PAD.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-565 - DOS Parcel L4B - Staff Report

2. 01 - FS18-565 - DOS Parcel L4B - Final Plat
 3. FS18-565 - DOS Parcel L4B - PowerPoint
 4. 02 - Resolution-Final Plat Desert Oasis Phase 1 – Parcel L-4B Final Plats
-

Case: **FS18-565**

Project Name: Desert Oasis Phase 1 – Parcel L4B

Council District: 1 – Acacia

Meeting Date: **June 4, 2019**

Planner: Sergio Angulo

Owner: Metro Oasis LLLP

Applicant: Coe and Van Loo Consultants Inc.

Request: Final Plat for 99 Lots.

Site Location: Generally south of Dynamite Boulevard and west of 171st Avenue in Desert Oasis.

Site Size: 24.74 Acres

Density: 3.96 Dwelling Units per Acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-565.

Support/Opposition: None known.

Recommendation: **Approve Resolution 2019-70**

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Desert Oasis PAD.
- The proposed Final Plat is consistent with the Preliminary Plat case FS17-545.

37 **Background:**

38 **October 12, 2000:** The subject parcel was annexed into the City.

39
40 **September 14, 2000:** The Mayor and City Council approved The Desert Oasis at Surprise
41 Planned Area Development (PAD).

42
43 **March 7, 2018:** The Community Development Director approved the Minor PAD
44 Amendment to modify the development standards and provide additional design guidelines
45 for Parcels L1, L2, L3, L4, and L12 of Desert Oasis.

46
47 **August 7, 2018:** The Mayor and City Council approved the Preliminary Plat case FS17-
48 545.

49
50 **September 13, 2018:** Staff met with the applicant to discuss the project during a regularly
51 scheduled Concept Review meeting under CR18-410.

52
53 **October 19, 2018:** The applicant filed a request for a Final Plat approval for 99 lots.

54
55 **Project Description:**

56
57 Coe and Van Loo Consultants Inc., on behalf of Metro Oasis LLLP, requests approval of a
58 Final Plat to allow for the development of a single-family residential subdivision in parcel L4-
59 B of the Desert Oasis PAD generally located south of Dynamite Boulevard and west 171st
60 Avenue. The applicant proposes 99 residential lots with an amenity open space lot on
61 approximately 24.74 acres.

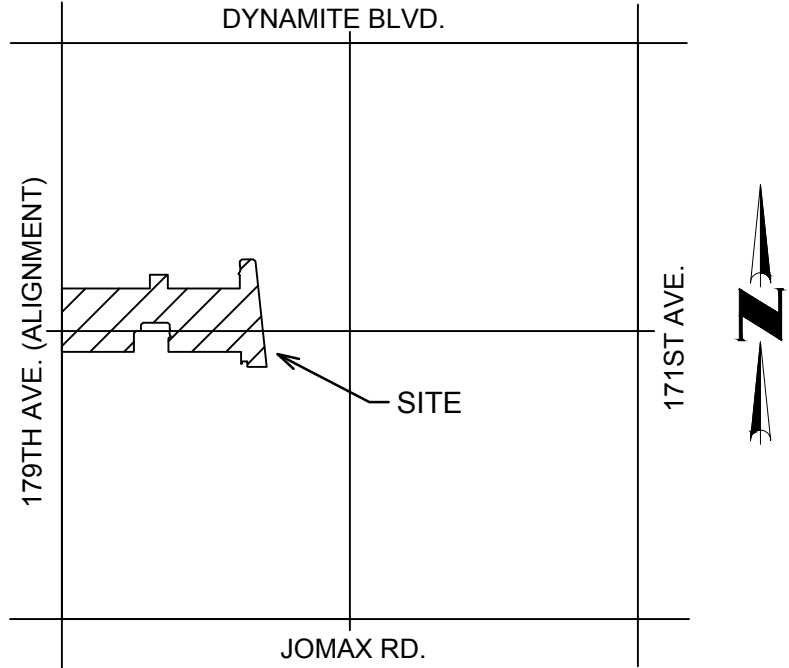
62
63 This Final Plat application is in compliance with the Preliminary Plat approved by the Mayor
64 and City Council on August 7, 2018. The proposed Final Plat meets all the requirements of
65 the Surprise General Plan and the Desert Oasis of Surprise PAD.

66
67 **Attachments:**

68
69 01 Final Plat
70 02 Resolution 2019-70

71
72 **Enclosure:**

73
74 Sealed mylars



DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "DESERT OASIS PHASE 1 - PARCEL L-4B", LOCATED IN THE WEST HALF OF SECTION 35, TOWNSHIP 5 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 "DESERT OASIS PHASE 1 - PARCEL L-4B" 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, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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.

IN WITNESS WHEREOF, METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED,

DULY AUTHORIZED OFFICER THIS ____ DAY OF ____, 2019.

METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP

BY: _____

ITS: _____

VICINITY MAP
(NOT-TO-SCALE)

NOTES

- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN A PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, SANITARY SEWER EASEMENT, OR WATER EASEMENT EXCEPT AS NOTED BELOW. PAVING AND REMOVABLE TYPE FENCES, WITH NO CONTINUOUS FOOTING, ARE ALLOWED IN PUBLIC UTILITY EASEMENTS, SEWER EASEMENTS, AND WATER EASEMENTS WITH APPROVAL FROM THE PLANNING AND DEVELOPMENT DEPARTMENT. NO VEGETATION SHALL BE PLANTED WITHIN ANY EASEMENT WITHOUT PRIOR APPROVAL FROM THE PLANNING AND DEVELOPMENT DEPARTMENT LANDSCAPE ARCHITECT. PUBLIC SANITARY SEWER OR WATER MAINS SHALL BE PLACED IN THE APPROPRIATE WATER AND SEWER EASEMENT. WATER MAINS THAT ARE PLACED WITHIN AN EASEMENT ARE REQUIRED TO BE DUCTILE IRON PIPE PER THE WATER SERVICES DEPARTMENT "DESIGN STANDARDS FOR WATER DISTRIBUTION MAIN". IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING, OR VEGETATION THAT BECOMES DAMAGED OR MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, RECONSTRUCTION, OR REPAIR. THE CITY OF SURPRISE MAY, BUT IS NOT REQUIRED TO, CONSTRUCT AND/OR MAINTAIN, AT ITS SOLE DISCRETION, DRAINAGE FACILITIES ON OR UNDER THE LAND IN THE DRAINAGE EASEMENTS.
- DEVELOPMENT STANDARDS ARE PER APPROVED DESERT OASIS PAD OR AS SUBSEQUENTLY AMENDED.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
- STRUCTURES AND PLANT MATERIAL PLACEMENT SHALL BE IN CONFORMANCE WITH THE LINE OF SIGHT AND SIGHT VISIBILITY TRIANGLE REQUIREMENTS REFERENCED IN THE CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS DETAIL 4.01 AND 4.02.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT FOR DESERT OASIS APPROVED 08-07-2018 UNDER CASE FS17-545.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS ____ DAY OF ____, 2019, BEFORE ME PERSONALLY

APPEARED ____, WHOSE IDENTITY WAS PROVEN

TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE,

AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE/ATTACHED DOCUMENT.

NOTARY PUBLIC SEAL

NOTARY PUBLIC SIGNATURE

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE "AE" AND ZONE "X" (SHADED)", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NUMBER 04013C1205L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NUMBER 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

DEVELOPER/OWNER

METRO OASIS, LLLP
17700 N. PACESETTER WAY
SUITE 100
SCOTTSDALE, AZ 85255
PHONE: (480) 348-1118
CONTACT: TIM BRISLIN

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: PARKER FROEHLICH, P.E.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS NORTH 00°16'25" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 1263 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS.

RELEASE OF LIABILITY

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

METRO OASIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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.

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

COUNTY RECORDER

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, DULY AUTHORIZED AGENT OF "DESERT OASIS" HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "DESERT OASIS PHASE 1 - PARCEL L-4B" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NAME: _____

TITLE: _____ DATE: _____

HOMEOWNERS ASSOCIATION RATIFICATION
ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS ____ DAY OF ____, 2019, BEFORE ME PERSONALLY

APPEARED ____, WHOSE IDENTITY WAS PROVEN

TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE,

AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE/ATTACHED DOCUMENT.

NOTARY PUBLIC SEAL

NOTARY PUBLIC SIGNATURE

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED: _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL:

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

MAYOR:

MAYOR DATE

ATTEST:

CITY CLERK DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF FOUR (4) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2018, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602) 264-6831
CVLSURVEY@CVLCL.COM

GROSS AREA = 24.743 ACRES
NUMBER OF LOTS = 98

SEE SHEET 3 FOR LOT AREA
TABLES AND LEGEND,
AND SHEET 4 FOR CURVE
AND LINE TABLES

CVL Contact: P. FROEHLICH
CVL Project #: 01-0291601
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DATE	REVISION	NO.

FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-4B
SURPRISE, ARIZONA

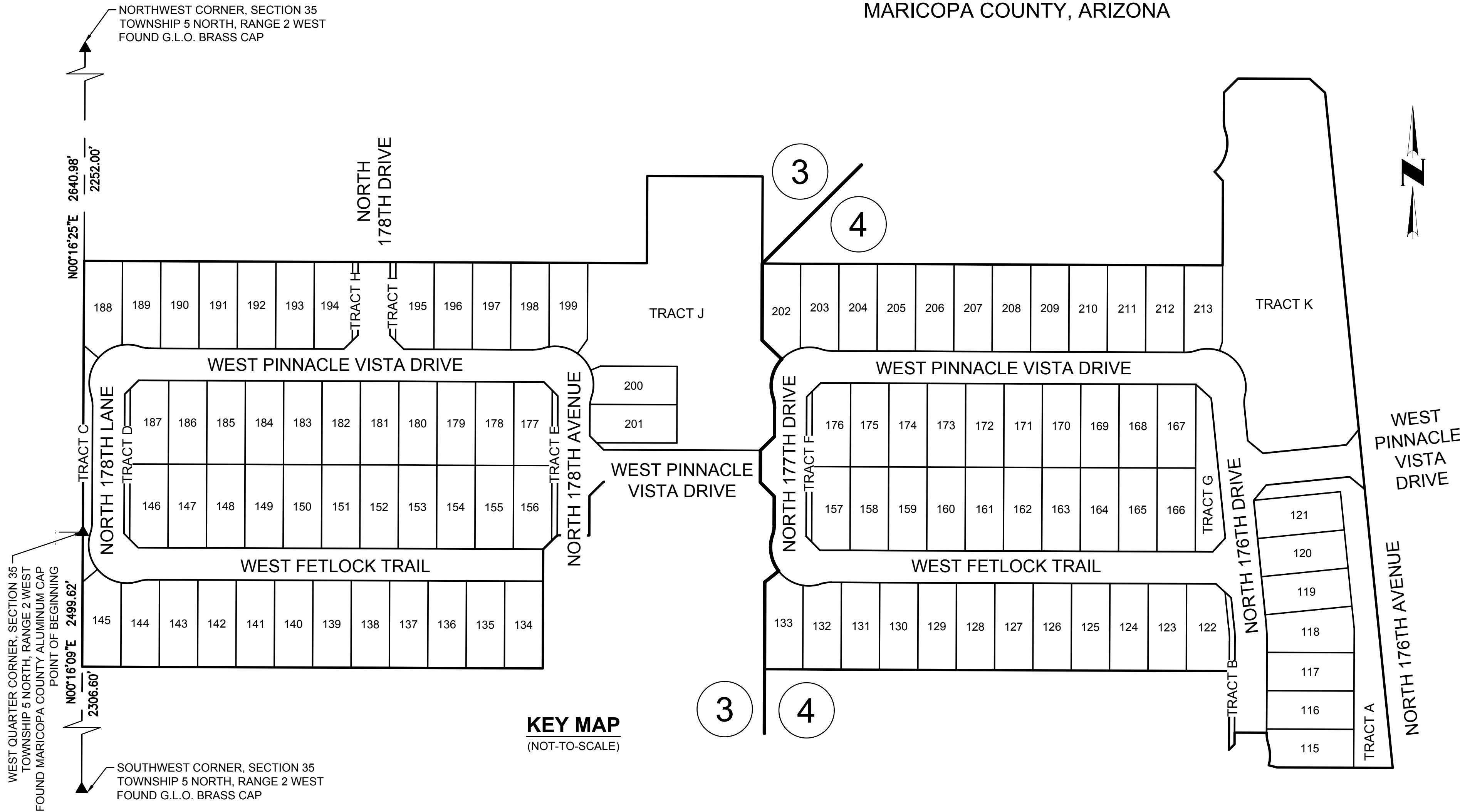
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1 SHEET
OF 4

FINAL PLAT FOR DESERT OASIS PHASE 1 - PARCEL L-4B

LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



KEY MAP
(NOT-TO-SCALE)

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MARICOPA COUNTY ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE GENERAL LAND OFFICE BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00°16'25" EAST, A DISTANCE OF 2640.98 FEET;

THENCE NORTH 00°16'25" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 388.98 FEET;

THENCE SOUTH 89°46'40" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 807.03 FEET;

THENCE NORTH 00°13'20" EAST, A DISTANCE OF 125.00 FEET;
THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 165.38 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 125.00 FEET;
THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 660.00 FEET;
THENCE NORTH 00°13'20" EAST, A DISTANCE OF 121.00 FEET;

THENCE NORTH 41°59'55" WEST, A DISTANCE OF 17.92 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 41°59'55" WEST;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°07'14", A DISTANCE OF 62.51 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET;

THENCE NORTH 00°13'20" EAST, A DISTANCE OF 40.21 FEET;
THENCE NORTH 45°13'20" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 89°46'40" EAST, A DISTANCE OF 102.93 FEET;

THENCE SOUTH 47°44'43" EAST, A DISTANCE OF 29.71 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 175TH AVENUE RECORDED IN BOOK 819 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS;

THENCE SOUTH 05°42'45" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 973.30 FEET;

THENCE NORTH 89°46'40" WEST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 165.89 FEET;

THENCE NORTH 75°08'39" WEST, A DISTANCE OF 12.18 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 75°08'39" WEST;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°58'30", A DISTANCE OF 30.69 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHEAST;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET;

THENCE NORTH 89°46'40" WEST, A DISTANCE OF 46.00 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 16.79 FEET;
THENCE SOUTH 45°13'20" WEST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 00°13'20" EAST, A DISTANCE OF 113.00 FEET;
THENCE NORTH 89°46'40" WEST, A DISTANCE OF 666.52 FEET;
THENCE NORTH 00°13'20" EAST, A DISTANCE OF 125.00 FEET;

THENCE NORTH 51°50'21" EAST, A DISTANCE OF 25.53 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 51°50'21" EAST;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°43'28", A DISTANCE OF 53.49 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET;

THENCE NORTH 00°13'20" EAST, A DISTANCE OF 40.21 FEET;
THENCE NORTH 44°46'40" WEST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 89°46'40" WEST, A DISTANCE OF 224.83 FEET;
THENCE SOUTH 45°13'20" WEST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 89°46'40" WEST, A DISTANCE OF 46.00 FEET;
THENCE SOUTH 45°13'20" WEST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 00°13'20" WEST, A DISTANCE OF 171.00 FEET;

THENCE NORTH 89°46'40" WEST, A DISTANCE OF 660.43 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE NORTH 00°16'09" EAST, ALONG SAID WEST LINE, A DISTANCE OF 193.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,077,824 SQUARE FEET OR 24.743 ACRES, MORE OR LESS.

COUNTY RECORDER



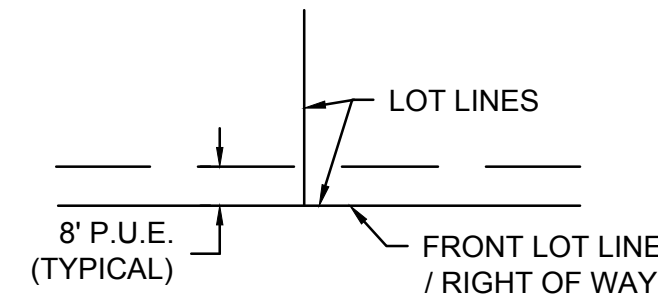
NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	99
TOTAL NUMBER OF TRACTS	11
GROSS RESIDENTIAL DENSITY	3.96 D.U./A.C.

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	669,073	15.360
TOTAL AREA OF TRACTS	201,029	4.615
TOTAL AREA OF RIGHT OF WAY	207,722	4.769
TOTAL GROSS AREA	1,077,824	24.744

TRACT TABLE		
TRACT	AREA (ACRES)	DESCRIPTION
TRACT 'A'	0.433	LANDSCAPE, P.U.E., S.V.T.
TRACT 'B'	0.040	LANDSCAPE, P.U.E., S.V.T.
TRACT 'C'	0.096	LANDSCAPE, P.U.E.
TRACT 'D'	0.038	LANDSCAPE, P.U.E., S.V.T.
TRACT 'E'	0.038	LANDSCAPE, P.U.E., S.V.T.
TRACT 'F'	0.038	LANDSCAPE, P.U.E., S.V.T.
TRACT 'G'	0.170	LANDSCAPE, P.U.E., S.V.T.
TRACT 'H'	0.020	LANDSCAPE, P.U.E., S.V.T.
TRACT 'I'	0.020	LANDSCAPE, P.U.E., S.V.T.
TRACT 'J'	1.749	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., S.V.T.
TRACT 'K'	1.973	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., S.V.T.
TOTAL	4.615	



TYPICAL PUBLIC UTILITY
EASEMENT DETAIL
(NOT-TO-SCALE)

SEE SHEET 3 FOR LOT AREA
TABLES AND LEGEND,
AND SHEET 4 FOR CURVE
AND LINE TABLES

FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-4B
SURPRISE, ARIZONA



2 SHEET OF 4

CVL Contact: P. FROEHLICH
CVL Project #: 01-0291601
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LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA



CVL
CONSULTANTS

CELEBRATING **60 YEARS**

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Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

LOT AREA TABLE	
182	6,600
183	6,600
184	6,600
185	6,600
186	6,600
187	6,528
188	7,068
189	6,755
190	6,875
191	6,875
192	6,875
193	6,875
194	6,803
195	6,803
196	6,875
197	6,875
198	6,835
199	6,706
200	6,670
201	6,825
202	6,905
203	6,734
204	6,875
205	6,875
206	6,875
207	6,875
208	6,875
209	6,875
210	6,875
211	6,875
212	6,875
213	6,687
TOTAL	669,073

DESERT OASIS PHASE 1 - PARCEL L-4B
SURPRISE, ARIZONA



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CVL Project #: 01-0291601
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FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-4B

LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



DATE

REVISION

NO.

FINAL PLAT

Coe & Van Loo Consultants, Inc.

DESERT OASIS PHASE 1 - PARCEL L-4B
SURPRISE, ARIZONA



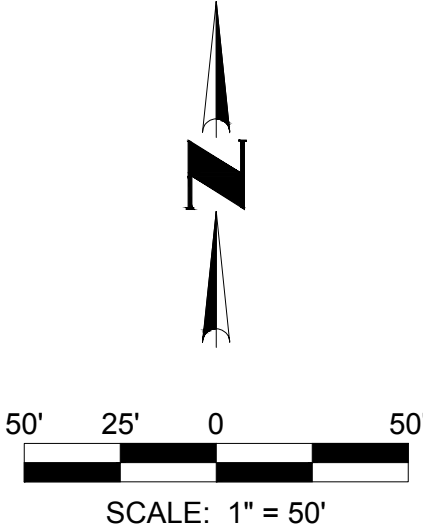
4 SHEET OF 4

CVL Contact: P. FROEHLICH
CVL Project #: 01-0291601
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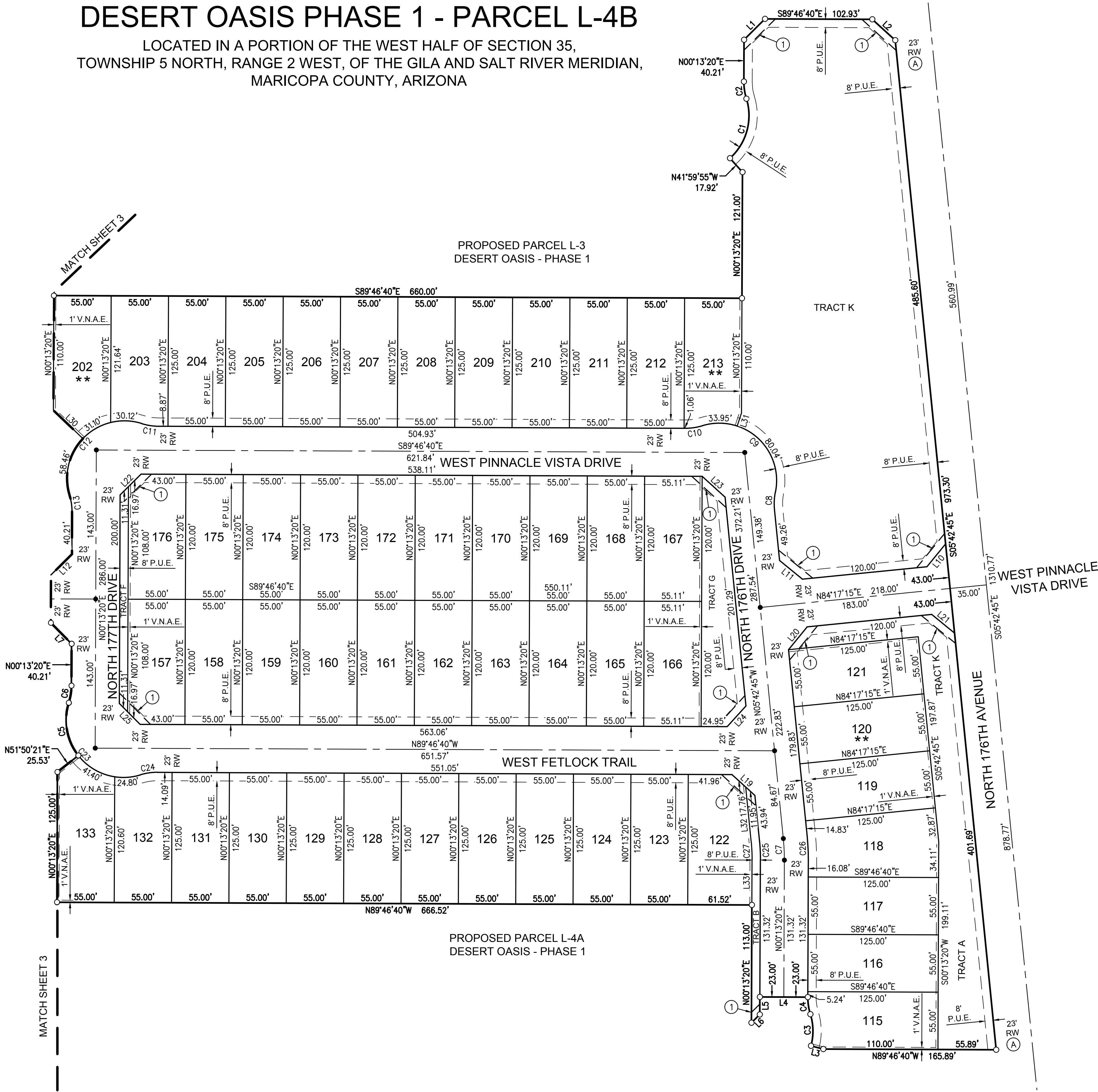
CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	62.51'	55.00'	065°07'14"	35.12	59.20	N15°26'28"E
C2	16.65'	55.00'	017°20'29"	8.39	16.58	S08°26'55"E
C3	30.69'	55.00'	031°58'30"	15.76	30.30	N01°07'54"W
C4	16.65'	55.00'	017°20'29"	8.39	16.58	S08°26'55"E
C5	53.49'	55.00'	055°43'28"	29.07	51.41	S10°17'55"E
C6	16.65'	55.00'	017°20'29"	8.39	16.58	N08°53'34"E
C7	20.72'	200.00'	005°56'04"	10.37	20.71	N02°44'43"W
C8	16.65'	55.00'	017°20'29"	8.39	16.58	S02°57'30"W
C9	113.99'	55.00'	118°44'54"	92.90	94.66	N47°44'43"W
C10	16.65'	55.00'	017°20'29"	8.39	16.58	N81°33'05"E
C11	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C12	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C13	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C14	16.65'	55.00'	017°20'29"	8.39	16.58	S08°53'34"W
C15	119.69'	55.00'	124°40'58"	104.94	97.43	N44°46'40"W
C16	16.65'	55.00'	017°20'29"	8.39	16.58	N81°33'05"E
C17	16.65'	55.00'	017°20'29"	8.39	16.58	S81°06'26"E
C18	119.69'	55.00'	124°40'58"	104.94	97.43	S45°13'20"W
C19	16.65'	55.00'	017°20'29"	8.39	16.58	N08°26'55"W
C20	16.65'	55.00'	017°20'29"	8.39	16.58	N08°53'34"E
C21	119.69'	55.00'	124°40'58"	104.94	97.43	S44°46'40"E
C22	16.65'	55.00'	017°20'29"	8.39	16.58	S81°33'05"W
C23	119.69'	55.00'	124°40'58"	104.94	97.43	S44°46'40"E
C24	16.65'	55.00'	017°20'29"	8.39	16.58	S81°33'05"W
C25	18.33'	177.00'	005°56'04"	9.17	18.33	N02°44'43"W
C26	23.10'	223.00'	005°56'04"	11.56	23.09	N02°44'43"W
C27	17.50'	169.00'	005°56'04"	8.76	17.50	N02°44'43"W

LINE TABLE		
NO.	BEARING	LENGTH
L1	N45°13'20"E	28.28'
L2	S47°44'43"E	29.71'
L3	N75°08'39"W	12.18'
L4	N89°46'40"W	46.00'
L5	S00°13'20"W	16.79'
L6	S45°13'20"W	11.31'
L7	N44°46'40"W	28.28'
L8	S45°13'20"W	28.28'
L9	S45°13'20"W	28.28'
L10	S39°17'15"W	28.28'
L11	N50°42'45"E	28.28'
L12	S45°13'20"W	28.28'
L13	N44°46'40"W	28.28'
L14	N44°46'40"W	28.28'
L15	S45°13'20"W	28.28'
L16	N44°46'40"W	28.28'
L17	N45°13'20"E	28.28'

LINE TABLE		
NO.	BEARING	LENGTH
L18	S44°46'40"E	28.28'
L19	S47°44'43"E	29.71'
L20	N39°17'15"E	28.28'
L21	S50°42'45"E	28.28'
L22	N45°13'20"E	28.28'
L23	S47°44'43"E	29.71'
L24	S42°15'17"W	26.78'
L25	N44°46'40"W	28.28'
L26	N49°57'19"E	28.00'
L27	S49°09'12"E	28.05'
L28	N35°34'25"E	24.69'
L29	N67°39'54"E	15.38'
L30	S46°12'50"E	39.32'
L31	S18°15'01"W	13.36'
L32	S05°42'45"E	52.81'
L33	N00°13'20"E	43.10'



SEE SHEET 3 FOR LOT AREA
TABLES AND LEGEND,
AND SHEET 4 FOR CURVE
AND LINE TABLES





Desert Oasis Parcel L4-B Final Plat

City Council
June 4, 2019



VICINITY MAP

LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



THAT PART OF THE WEST HALF OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Phoenix, Arizona 85014
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FINAL PLAT FOR
DESERT OASIS PHASE 1 - PARCEL L-4B

LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

COUNTY RECORDER



DATE

REVISION

NO.

FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-4B
SURPRISE, ARIZONA

Coe & Van Loo Consultants, Inc.



3 SHEET
OF 4

CVL Contact: P. FROELICH
CVL Project #: 01-0291601
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LOT AREA TABLE

LOT #	AREA (SQ. FT.)
115	6,704
116	6,875
117	6,875
118	7,565
119	6,875
120	6,875
121	6,875
122	7,340
123	6,875
124	6,875
125	6,875
126	6,875
127	6,875
128	6,875
129	6,875
130	6,875
131	6,875
132	6,754
133	7,129
134	6,875
135	6,875
136	6,875
137	6,875
138	6,875
139	6,875
140	6,875
141	6,875
142	6,875
143	6,875
144	6,755
145	7,116
146	6,528
147	6,600

LOT AREA TABLE

148	6,600
149	6,600
150	6,600
151	6,600
152	6,600
153	6,600
154	6,600
155	6,600
156	6,528
157	6,528
158	6,600
159	6,600
160	6,600
161	6,600
162	6,600
163	6,600
164	6,600
165	6,600
166	6,613
167	6,613
168	6,600
169	6,600
170	6,600
171	6,600
172	6,600
173	6,600
174	6,600
175	6,600
176	6,528
177	6,528
178	6,600
179	6,600
180	6,600
181	6,600

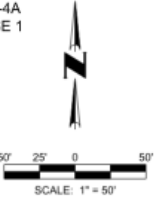
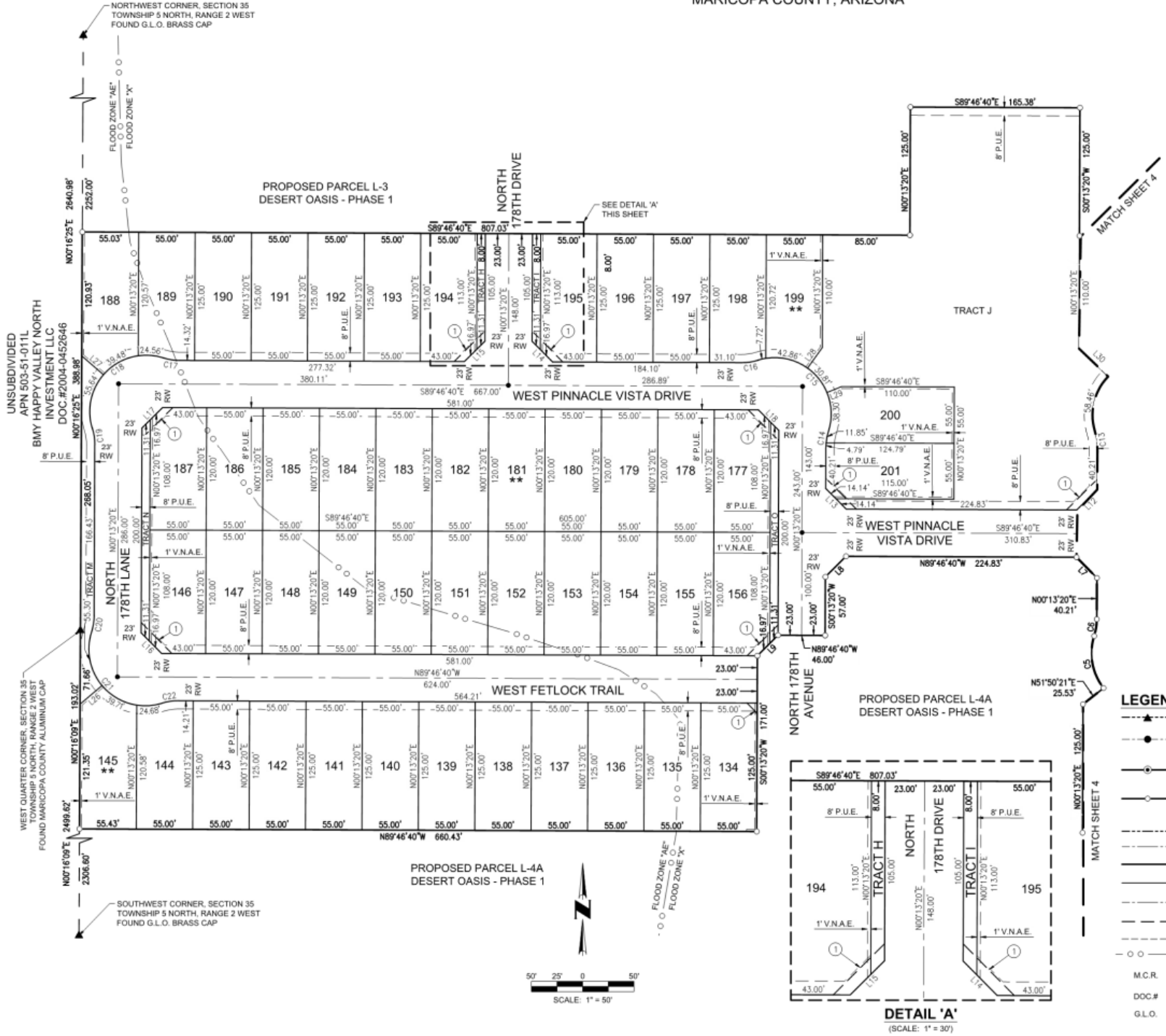
LOT AREA TABLE

182	6,600
183	6,600
184	6,600
185	6,600
186	6,600
187	6,528
188	7,068
189	6,755
190	6,875
191	6,875
192	6,875
193	6,875
194	6,803
195	6,803
196	6,875
197	6,875
198	6,835
199	6,706
200	6,670
201	6,825
202	6,905
203	6,734
204	6,875
205	6,875
206	6,875
207	6,875
208	6,875
209	6,875
210	6,875
211	6,875
212	6,875
213	6,687
TOTAL	669,073

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120. TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120. TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DET. 120. TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- EXISTING R/W
- FLOOD ZONE
- M.C.R. MARICOPA COUNTY RECORDER
- DOC.# DOCUMENT NUMBER
- G.L.O. GENERAL LAND OFFICE
- # SHEET NUMBER
- ① SIGHT VISIBILITY TRIANGLE (S.V.T.) - 30'X30'
- ② INDICATED RIGHT-OF-WAY PER DESERT OASIS AT SURPRISE LANCER PARCEL - PHASE 1 MAP OF DEDICATION, RECORDED IN BOOK 819 OF MAPS, PAGE 49, M.C.R.
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- AC. ACRES
 L1 | LINE NUMBER || C1 | CURVE NUMBER |
| R/W | RIGHT-OF-WAY |
| APN | ASSESSOR PARCEL NUMBER |
| D.E. | DRAINAGE EASEMENT |
| EX. | EXISTING |
| MWD | MARICOPA WATER DISTRICT |
| ** | HEADLIGHT INTRUSION |

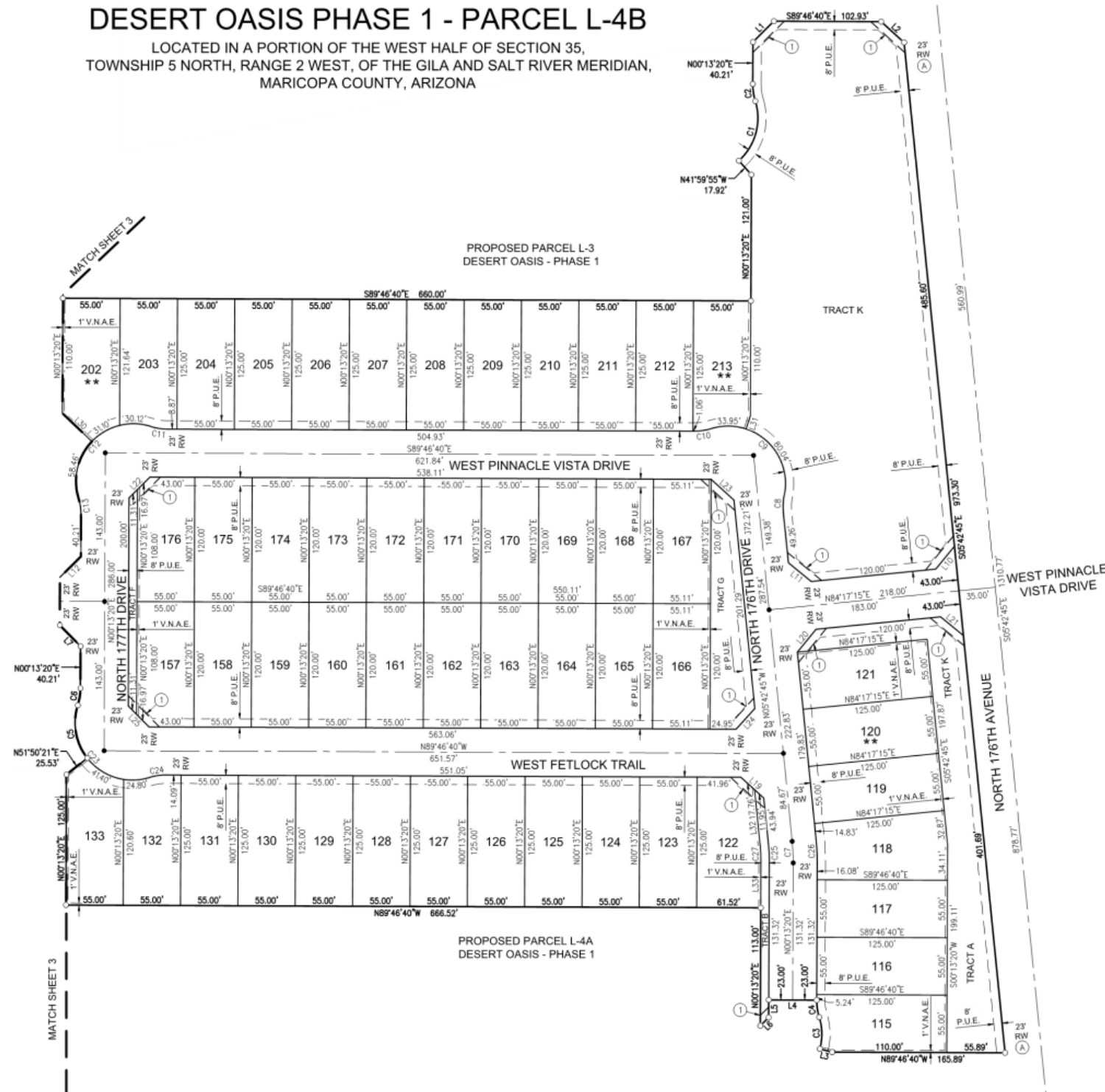
SEE SHEET 3 FOR LOT AREA
TABLES AND LEGEND,
AND SHEET 4 FOR CURVE
AND LINE TABLES



DETAIL 'A'
(SCALE: 1" = 30')

FINAL PLAT FOR DESERT OASIS PHASE 1 - PARCEL L-4B

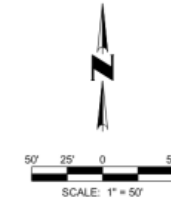
LOCATED IN A PORTION OF THE WEST HALF OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



COUNTY RECORDER

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	62.51'	55.00'	065°07'14"	35.12	59.20
C2	16.65'	55.00'	017°20'29"	8.39	16.58
C3	30.69'	55.00'	031°58'30"	15.76	30.30
C4	16.65'	55.00'	017°20'29"	8.39	16.58
C5	53.49'	55.00'	055°43'28"	29.07	51.41
C6	16.65'	55.00'	017°20'29"	8.39	16.58
C7	20.72'	200.00'	005°56'04"	10.37	20.71
C8	16.65'	55.00'	017°20'29"	8.39	16.58
C9	113.99'	55.00'	118°44'54"	92.90	94.66
C10	16.65'	55.00'	017°20'29"	8.39	16.58
C11	16.65'	55.00'	017°20'29"	8.39	16.58
C12	119.69'	55.00'	124°40'58"	104.94	97.43
C13	16.65'	55.00'	017°20'29"	8.39	16.58
C14	16.65'	55.00'	017°20'29"	8.39	16.58
C15	119.69'	55.00'	124°40'58"	104.94	97.43
C16	16.65'	55.00'	017°20'29"	8.39	16.58
C17	16.65'	55.00'	017°20'29"	8.39	16.58
C18	119.69'	55.00'	124°40'58"	104.94	97.43
C19	16.65'	55.00'	017°20'29"	8.39	16.58
C20	16.65'	55.00'	017°20'29"	8.39	16.58
C21	119.69'	55.00'	124°40'58"	104.94	97.43
C22	16.65'	55.00'	017°20'29"	8.39	16.58
C23	119.69'	55.00'	124°40'58"	104.94	97.43
C24	16.65'	55.00'	017°20'29"	8.39	16.58
C25	18.33'	177.00'	005°56'04"	9.17	18.33
C26	23.10'	223.00'	005°56'04"	11.56	23.09
C27	17.50'	169.00'	005°56'04"	8.76	17.50

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N45°13'20"E	28.28'	L18	S44°46'40"E	28.28'
L2	S47°44'43"E	29.71'	L19	S47°44'43"E	29.71'
L3	N75°08'39"W	12.18'	L20	N39°17'15"E	28.28'
L4	N89°46'40"W	46.00'	L21	S50°42'45"E	28.28'
L5	S00°13'20"W	16.79'	L22	N45°13'20"E	28.28'
L6	S45°13'20"W	11.31'	L23	S47°44'43"E	29.71'
L7	N44°46'40"W	28.28'	L24	S42°15'17"W	26.78'
L8	S45°13'20"W	28.28'	L25	N44°46'40"W	28.28'
L9	S45°13'20"W	28.28'	L26	N49°57'19"E	28.00'
L10	S39°17'15"W	28.28'	L27	S49°09'12"E	28.05'
L11	N50°42'45"W	28.28'	L28	N35°34'25"E	24.69'
L12	S45°13'20"W	28.28'	L29	N67°39'54"E	15.38'
L13	N44°46'40"W	28.28'	L30	S46°12'50"E	39.32'
L14	N44°46'40"W	28.28'	L31	S18°15'01"W	13.36'
L15	S45°13'20"W	28.28'	L32	S05°42'45"E	52.81'
L16	N44°46'40"W	28.28'	L33	N00°13'20"E	43.10'
L17	N45°13'20"E	28.28'			



SEE SHEET 3 FOR LOT AREA
TABLES AND LEGEND,
AND SHEET 4 FOR CURVE
AND LINE TABLES

FINAL PLAT

DESERT OASIS PHASE 1 - PARCEL L-4B
SURPRISE, ARIZONA

Coe & Van Loo Consultants, Inc.



DATE

REVISION

NO.



4 SHEET
OF 4

Civil Contact: P. FROELICH
Civil Project #: 01-0291601
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FINAL PLAT



**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION # 2019-70

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT FOR DESERT OASIS PHASE 1 – PARCEL L-4B.

WHEREAS, Metro Oasis, LLLP is the owner of that certain real property located generally southwest of the intersection of 171st Avenue and Dynamite Road in the City of Surprise, and;

WHEREAS, the Property is located within the “Desert Oasis at Surprise” planned area development approved by the City Council on September 14, 2000 pursuant to Ordinance No. 00-18, and;

WHEREAS, on August 7th, 2018 the City Council approved a preliminary subdivision plat for the Property in connection with the Developer's intended development of the Property as a single-family residential subdivision containing 832 lots, and;

WHEREAS, on June 4th, 2019, the City Council approved the development agreement between the City of Surprise and Metro Oasis, LLLP, Resolution 2019-51, to provide an in lieu payment for construction of infrastructure in the vicinity of Jomax Road and 163rd Avenue; and

WHEREAS, the Metro Oasis, LLLP Desert Oasis Development Agreement clearly declares that financial guarantees for improvements shall be provided as required per Section 122-118 of the Surprise Unified Development Code, except that in lieu of providing financial guarantees thirty days prior to formal approval of final plats by the City Council, the financial guarantees may be provided to the City after City Council approval of the final plat, but must be provided prior to recording of the final plat.

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

Section 1. That the City of Surprise approves and signs the Desert Oasis Phase 1 – Parcel L-4B Final Plat.

Section 2. The Final Plat for Desert Oasis Phase 1 – Parcel L-4A shall not be recorded by the City until the financial guarantees for improvements required by Section 122-118 of the Surprise Unified Development Code have been provided by the developer or its successor or assign, per the Metro Oasis, LLLP Desert Oasis Development Agreement, Resolution 2019-51.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Michael Boule
District: District 3

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

Consideration and action on authorizing Mayor and Council to enter into a Cooperative Infrastructure Improvement Agreement for Waddell Road with Westcor/Surprise LLC, Resolution 2019-71

Motion:

I move to approve Resolution 2019-71.

Background:

This agreement will authorize the city to incorporate Westcor/Surprise LLC infrastructure into the Waddell Road general obligation bond project. The design and construction costs associated with the additional infrastructure will be the responsibility of Westcor/Surprise LLC. The integration of this infrastructure into the Waddell Road project will prevent the road from being reconstructed at a future date.

Construction on Waddell Road is scheduled to start in August of 2019 with completion slated for Spring of 2020. Once complete, Waddell Road between State Route 303 and Reems Road will be three travel lanes in each direction.

Objective Analysis:

By entering into this agreement and constructing Waddell road in conjunction with the developer ensures a seamless connection between the two projects. To construct them separately the cost would be more and extra efforts on both the City and developer side would be needed to ensure the same seamless connection for consistency.

Policy Compliant:

This item is policy compliant with Mayor and Council's strategic plan as it relates to both transportation and economic development.

Financial Impact:

The costs associated with the additional Westcor/ Surprise LLC infrastructure will be paid for by the developer through accounts receivable billings.

Budget Impact:

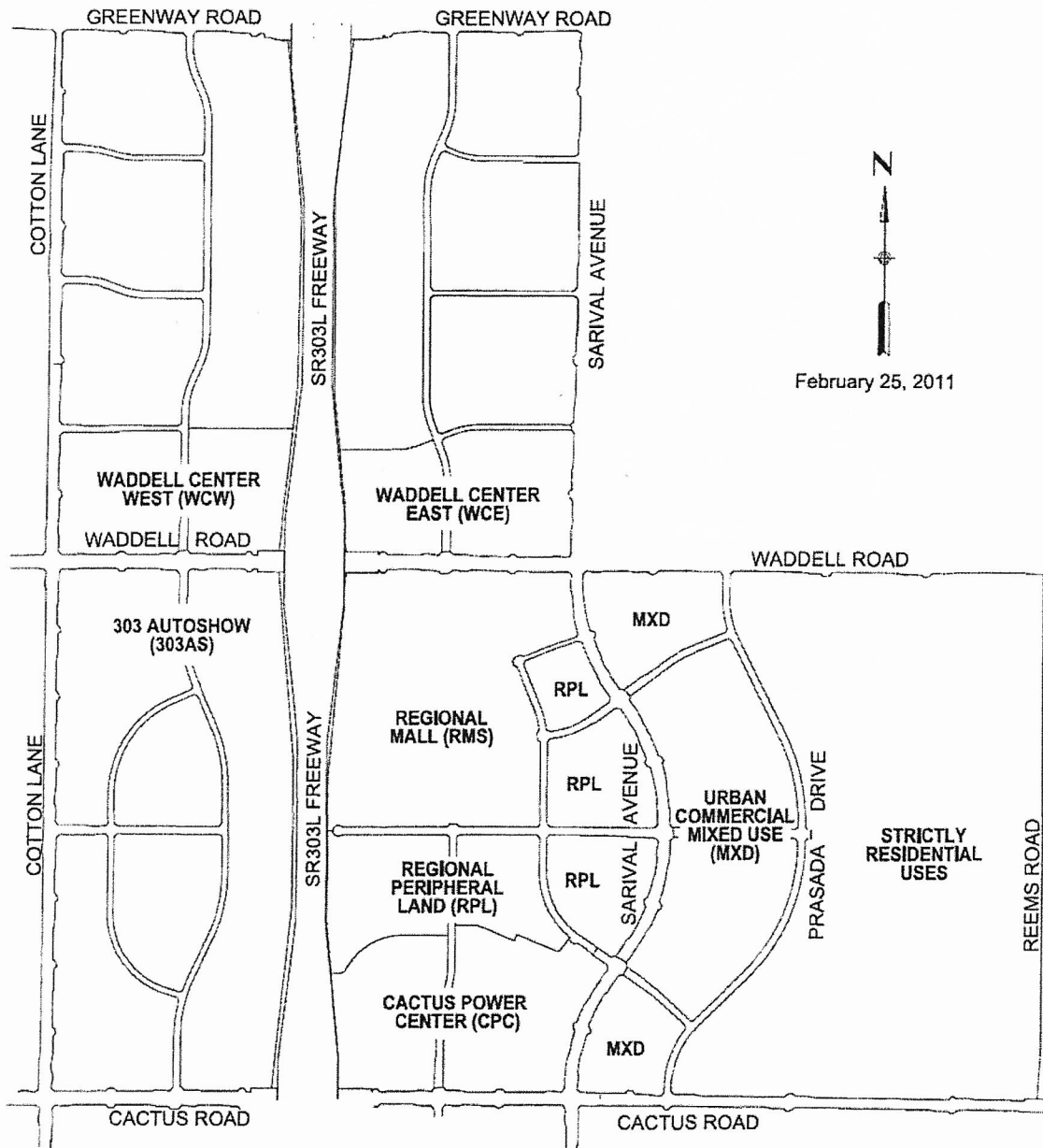
There will be no impact to the budget associated with this item. The developer costs associated with this project have been programmed as part of the \$50,000 list of CIP projects to accommodate the contract award.

FTE Impact:

N/A

ATTACHMENTS:

1. Exhibit A to Cooperative Agreement
 2. 16.05.20 RES 2019-71 Waddell Road Agreement FINAL
 3. 19.05.20 Co-op Agmt with Exhibits-FINAL
-

EXHIBIT B**Conceptual Master Plan**

RESOLUTION # 2019-71

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE COOPERATIVE INFRASTRUCTURE IMPROVEMENT AGREEMENT FOR WADDELL ROAD BY AND BETWEEN THE CITY OF SURPRISE AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

WHEREAS, pursuant to Arizona Revised Statutes § 9-500.05., the City of Surprise has the authority to enter into development agreements with private property owners to establish conditions, terms, restrictions, and requirements for public infrastructure and the financing of public infrastructure;

WHEREAS, the City of Surprise has secured General Obligation Bond funding to finance certain public road improvements associated with Waddell Road from State Route Loop 303 to Reems Road;

WHEREAS, Westcor/ Surprise LLC., as the owner of property adjacent to Waddell Road, has the obligation to install certain infrastructure within Waddell Road and other nearby infrastructure to serve its property and any development that occurs on its property;

WHEREAS, Westcor/ Surprise LLC. and the City of Surprise agree that it would be mutually beneficial to jointly and cooperatively design, coordinate, and construct the Waddell Road infrastructure to be financed by the City of Surprise and the infrastructure to be financed by Westcor/ Surprise, LLC; and

WHEREAS, Westcor/ Surprise LLC., as required by the Agreement, will fully fund all costs to install infrastructure within Waddell Road that is its responsibility and any such other infrastructure needed to serve its property through the City's accounts receivable billing process; and

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

Section 1. The City of Surprise hereby approves the Cooperative Infrastructure Improvement Agreement for Waddell Road by and between the City of Surprise and Westcor/ Surprise LLC, attached hereto as Exhibit "A".

Section 2. The Mayor is hereby authorized to execute the Cooperative Infrastructure Improvement Agreement and all other documents that may be necessary to implement the Agreement on behalf of the City.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of June, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A – Cooperative Infrastructure Improvement Agreement

When recorded, return to:

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

COOPERATIVE INFRASTRUCTURE IMPROVEMENT AGREEMENT FOR WADDELL ROAD

This Cooperative Infrastructure Improvement Agreement for Waddell Road (“**Agreement**”) is entered into and is effective this ____ day of _____, 2019, by and between the City of Surprise, Arizona, a municipal corporation (“**City**”), and Westcor/ Surprise LLC, an Arizona limited liability company (“**Developer**”). City and Developer may be individually referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. City and Developer previously entered into that certain “Post-Annexation Development Agreement ‘Prasada Sections 12, 13, and 18’” on February 22, 2007, which document was recorded with the Maricopa County, Arizona Recorder as Document No. 2007-02405518 (the “**Original PADA**”).

B. City and Developer thereafter entered into that certain “First Amendment to Post-Annexation Development Agreement ‘Prasada Sections 12, 13 and 18’” on October 4, 2011, which document was recorded with the Maricopa County, Arizona Recorder as Document No. 2011-0845811 (“**First Amended PADA**”). The Original PADA as amended by the First Amended PADA is hereinafter referred to as the PADA.

C. As a condition precedent to qualifying for reimbursement, as a percentage of transaction privilege taxes collected by City from sales taxes generated by commercial enterprises within the “Property,” as defined in Exhibit “A” to the PADA, of certain public infrastructure improvement costs incurred under the First Amended PADA, Developer agreed to construct certain defined “public improvements” listed on Exhibit “C” to the First Amended PADA, which list includes construction of “Waddell Road full-street from Cotton Lane to Sarival Road.” This segment of Waddell Road is adjacent to the northern boundary of the “Regional Mall Site (RMS)” (“**Regional Mall Site**”) depicted on the Conceptual Master Plan attached as Exhibit “B” to the First Amended PADA. The Regional Mall Site is generally bounded by Waddell Road to the north, State Loop 303 to the west, Sarival Avenue to the east, and Sweetwater Avenue to the south. A copy of Exhibit “B” to the First Amended PADA is attached to this Agreement as Exhibit A.

D. Waddell Road from State Loop 303 west to Cotton Lane has previously been constructed to a full-street by Developer to serve already constructed and operating commercial developments located on the west side of State Loop 303. Waddell Road from State Loop 303 east to Sarival Road has yet to be improved to a full-street.

E. In November 2017, the City of Surprise electorate authorized City to issue Fifty-Nine Million, Five Hundred Thousand Dollars (\$59,500,000) in general obligation bonds for the purpose of paying for certain facilities improvements. In May 2018, City sold Thirty-Seven Million Seven Hundred Thirty Thousand Dollars (\$37,730,000.00) of the aggregate principal to pay for certain approved improvements (“**Project Funding**”), including the widening of Waddell Road from State Loop 303 east to Reems Road (“**Waddell Road Project**”). The Waddell Road Project includes construction of Waddell Road as a full-street from State Loop 303 to Sarival Road.

F. Once the Waddell Road Project is constructed by City, Project Funding costs related to the Waddell Road Project will not be “Public Improvement Costs,” as defined in the PADA, for which Developer, absent use of the Project Funding, would otherwise be entitled to reimbursement.

G. Developer is negotiating the sale of unimproved land within the Regional Mall Site to a major national retailer for development of a store planned to be open for business sometime in 2020 (“**Retail Project**”).

H. To accelerate construction of the Retail Project, Developer has requested that City include along with the Waddell Road Project additional public infrastructure necessary for development of the Retail Project that would be paid for by Developer, not by Project Funds, pursuant to this Agreement (“**Developer Public Infrastructure**”).

I. The Parties recognize and agree that inclusion of the Developer Public Infrastructure along with the Waddell Road Project would benefit both City and Developer by facilitating orderly and efficient construction of the Waddell Road Project and the Retail Project.

J. The Parties agree that all Developer Public Infrastructure Costs (as defined below), shall be funded exclusively by Developer, as required by this Agreement, and that the Developer Public Infrastructure Costs, when paid by Developer, shall constitute “Public Improvement Costs,” as defined in the PADA, for which Developer shall be entitled to reimbursement as provided in the PADA.

The Parties hereby agree as follows:

AGREEMENT

1. The foregoing Recitals and the Exhibits attached hereto are incorporated herein by reference.

2. **The Project.** The “**Project**” collectively includes the Waddell Road Project and the Developer Public Infrastructure.

2.1 The Scope of Work for the Waddell Road Project is attached as Exhibit B. City will pay all costs for these improvements, including, but not limited to, design, public bidding, management, and physical construction, using the Project Funding.

2.2 The Scope of Work for the Developer Public Infrastructure is attached as Exhibit C. Developer will pay all costs for these improvements, including, but not limited to, design, public bidding, management, and physical construction (collectively, “**Developer Public Infrastructure Costs**”), as provided in Section 5.1 of this Agreement.

2.3 Each Party will designate in writing a representative to serve as a point of contact for all matters pertaining to the implementation of this Agreement. Each designated representative will be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the construction of the Project. The designated representative for City is Kristin Tytler, City Engineer, (623) 222-6153, Kristin.tytler@surpriseaz.gov. The designated representative for Developer is Scott Wagner, (480) 556-7741, swagner@reddevelopment.com.

3. **Project Design.** The Project will be designed and engineered by the engineering firm previously engaged by City, Point Engineers, for the Waddell Road Project (“**Project Engineer**”). City will expand the scope of the Project Engineer’s work to include the Developer Public Infrastructure.

3.1 City will provide preliminary final design plans for the Developer Public Infrastructure to Developer for review, comment, and written approval. Developer shall review and approve or disapprove the provided design plans within ten (10) days of receipt. If Developer does not timely communicate its approval or disapproval of the plans in writing to City, the plans shall be deemed approved.

3.2 If Developer timely objects in writing to any design plan for the Developer Public Infrastructure, the Parties will promptly meet with the Project Engineer to resolve the issue. During this time, City may continue with designing the Waddell Road Project and preparing those improvements for public bid. If the Parties are unable to resolve Developer’s objection(s) regarding the design of the Developer Public Infrastructure within thirty (30) calendar days of the meeting, City may, in its sole and absolute discretion, remove the Developer Public Infrastructure from the scope of the Project and terminate this Agreement upon written notice to Developer.

3.3 City will have exclusive authority to approve the design and engineering plans for the Waddell Road Project and will have no duty to provide the plans to Developer for review. However, City may, in its absolute discretion, provide the plans to Developer for comment or information only purposes. In such event, City may proceed with the Waddell Road Project notwithstanding any comments submitted by Developer.

4. **Public Bidding.** All work for the Project will be advertised by City for bid by qualified contractors as required by Arizona law, specifically Arizona Revised Statutes (“**A.R.S.**”),

Title 34, Chap. 2, and the Surprise Municipal Code. Public procurement by City will satisfy Developer's obligation to publicly bid the Developer Public Infrastructure for which City will receive reimbursement from Developer under this Agreement.

4.1 The Project will be bid as a single project. However, the bid package will require responsive bidders to separate the costs associated with the Waddell Road Project and the Developer Public Infrastructure, so that only a contract for the Waddell Road Project may be awarded if deemed necessary by City in its absolute discretion.

4.2 City will prepare a bid evaluation form for review and approval or disapproval by Developer. Developer shall review and approve or disapprove the bid evaluation form within five (5) days of receipt. If Developer does not timely communicate its approval or disapproval of the evaluation form in writing to City, the form shall be deemed approved.

4.3 If Developer timely objects in writing to the bid evaluation form, the Parties will promptly meet to resolve the issue. During this time, City may continue finalizing and assembling the bid package. If the Parties are unable to resolve Developer's objection(s) to the bid evaluation form, City may, in its sole and absolute discretion, remove the Developer Public Infrastructure from the scope of the Project and terminate this Agreement upon written notice to Developer.

4.4 City will prepare and assemble the bid package, including the form of construction contract, and submit the completed package to Developer for review and approval or disapproval of the Developer Public Infrastructure portions only. Developer shall review and approve or disapprove the Developer Public Infrastructure portions of the bid package within five (5) days of receipt. If Developer does not timely communicate its approval or disapproval of the Developer Public Infrastructure portions of the bid package in writing to City, those portions of the bid package shall be deemed approved.

4.5 If Developer timely objects in writing to the Developer Public Infrastructure portions of the bid package, the Parties will promptly meet to resolve the issue. During this time, City may, in its absolute discretion, finalize the Waddell Road Project portion of the bid package and publish it for bid. If the Parties are unable to resolve Developer's objection(s) to the Developer Public Infrastructure portions of the bid package, City may, in its sole and absolute discretion, remove the Developer Public Infrastructure from the scope of the Project upon written notice to Developer and terminate this Agreement upon written notice to Developer.

4.6 As a means of providing congruent and adjacent construction of the Developer Public Infrastructure, Developer hereby requests that City utilize the Construction Manager at Risk ("**CMAR**") delivery method, as permitted by A.R.S. Title 34. If City so elects, selection of the CMAR will be sufficient for Developer to utilize the same CMAR for the Developer Public Infrastructure and for construction of additional public infrastructure to be located on the Regional Mall Site.

4.7 If City agrees to pursue a CMAR delivery method, Developer will be required to provide a 10% premium to City based on the Project Engineer's estimate cost at 60% design. The 10% premium will be incorporated into the CMAR's guaranteed maximum price.

4.8 The bids will be tabulated and evaluated in a manner that identifies and separates the costs associated with the Waddell Road Project and the Developer Public Infrastructure. City will award the Project contract to the most responsive and responsible bidder, as determined by City, unless City determines that there are grounds to reject all bids. If City elects to utilize the CMAR delivery method, selection will be made based on contractor qualifications per A.R.S. Title 34.

5. **Construction; City Obligations.** City will be responsible for commencing construction and directing the Project Engineer and contractor/CMAR through completion and acceptance of the Project improvements.

5.1 City may withhold notice to proceed to the contractor until receipt of payment from Developer of all Developer Public Infrastructure Costs for Developer Public Infrastructure items included on Exhibit C. Following the review and approval of the guaranteed maximum price (“**GMP**”)/bids per Section 4.8, Developer will be required to provide funding of Developer Public Infrastructure Costs. Funding for the Developer Public Infrastructure Costs will be remitted directly to City for incorporation within the Project Budget and will be used only to fund Developer Public Infrastructure Costs. If payment of Developer Public Infrastructure Costs is not received within thirty (30) days, City may issue a notice to proceed to the contractor/CMAR that excludes the Developer Public Infrastructure. City will establish a revenue account code for the Waddell Road Project, which will be a segregated account.

5.2 City will make a good faith effort to coordinate the Project construction phasing and sequencing with development of the Retail Project. However, City will not delay work on the Project improvements to accommodate development of the Retail Project.

5.3 City will coordinate construction traffic throughout the term of the Project.

5.4 City will invite Developer in advance to attend and participate in all Project design and construction progress meetings, with said meetings to be scheduled on a date and at a time convenient for Developer, if possible.

5.5 City will provide to Developer for review and comment all design and construction change orders for construction of the Developer Public Infrastructure. If Developer does not respond in writing within ten (10) days of receipt, City may proceed with processing the change order, and Developer will be responsible for reimbursing any costs to City at final reconciliation.

5.6 City will provide to Developer for review copies of pay applications for construction work related to the Developer Public Infrastructure. If Developer does not object in writing to a pay application within five (5) business days of receipt, City may process the application and remit payment.

5.7 City will provide Developer a final accounting for cost reconciliation, and copies of cost overruns and under runs.

5.8 For the avoidance of doubt, all amounts paid by Developer to City pursuant to this Agreement shall constitute Public Improvement Costs reimbursable to Developer pursuant to the PADA.

6. Construction; Developer Obligations.

6.1 City will provide a written cost itemization and associated documentation for the design costs incurred in connection with the Developer Public Infrastructure. Developer will reimburse to City, within thirty (30) days following receipt of such documentation, the documented design costs for the Developer Public Infrastructure.

6.2 Developer will reimburse City, within thirty (30) days after project closeout and final cost reconciliation, any additional Developer Public Infrastructure Costs for the Developer Public Infrastructure, and City will remit to Developer any funds deposited by Developer that were not used to fund Developer Public Infrastructure Costs.

6.3 If requested by City, Developer will use commercially reasonable efforts to either form a Streetlight Improvement District (“**SLID**”), or enter into a streetlight maintenance agreement or right-of-way maintenance agreement(s) with respect to public streets within the Regional Mall Site that are not classified by City as “major arterials” or “minor arterials.”

6.4 The obligations of Developer under this Section will survive any assignment or termination of this Agreement.

7. **Term.** The Term of this Agreement will commence on the date first written above and will terminate upon the occurrence of any of the following: (a) City terminates this Agreement due to an uncured Developer Default pursuant to Section 12.2; (b) Developer has fulfilled all of its financial obligations imposed under this Agreement to the satisfaction of City, and City has completed final inspection of and has accepted the Project, as required by the Surprise Municipal Code; (c) in the event that the Developer Public Infrastructure has been removed from the Project for any of the reasons stated elsewhere in this Agreement, and the Waddell Road Project has been completed and accepted by City; or (d) this Agreement has been terminated for conflict of interest pursuant to A.R.S. § 38-511.

8. Intentionally Omitted.

9. Developer Warranties. Developer hereby warrants the following:

9.1 Developer is an Arizona limited liability company, validly existing, in good standing, and authorized to operate under the laws of the State of Arizona. Developer further warrants that it has full power and authority to execute, deliver, and perform this Agreement and to enter into and carry out the actions contemplated by this Agreement. The execution, delivery, and performance of this Agreement do not, and will not, violate any provision of law applicable to Developer or its organizational documents, and do not, and will not, conflict with or result in a default under any agreement or instrument to which Developer is a party or by which it is bound.

9.2 This Agreement has been duly executed and delivered on behalf of Developer by persons authorized to do so, and it constitutes a valid, binding, and enforceable agreement against Developer.

9.3 Developer shall notify City within thirty (30) days after the commencement of any action, suit, proceeding, or arbitration against Developer, or any material development in any action, suit, proceeding, or arbitration pending against Developer if such action, suit, proceeding, or arbitration would materially and adversely affect the validity of this Agreement, or the performance of Developer's obligations under this Agreement.

10. City Warranties. City hereby warrants the following:

10.1 City is a duly formed and validly existing municipal corporation and political subdivision under the laws of the State of Arizona.

10.2 City has full municipal power and authority to enter into this Agreement. The execution, delivery, and consummation of this Agreement by City has been duly authorized by all necessary municipal action and will not violate any provision of law applicable to City and do not, and will not, conflict with or result in a default under any agreement or instrument to which City is a party or by which it is bound. The Agreement constitutes a valid, binding, and enforceable agreement against City.

10.3 City has sufficient voter-approved Project Funding to fully fund construction of the Waddell Road Project.

11. Mediation. If a dispute arises out of or relates to construction of the Project or performance of this Agreement, or the breach thereof, and if the dispute cannot be settled informally between the Parties, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) business days after one Party notifies the other Party in writing of its request to mediate, either Party may request the presiding judge of the Superior Court of Maricopa County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. In the event either party initiates the mediation process, the cure periods provided in Sections 12 and 13 below shall be tolled until conclusion of the mediation process, after which, such cure period(s) shall begin to run.

12. Default by Developer; Cure; City Remedies.

12.1 The following constitute a material default of this Agreement by Developer ("**Developer Default**"): (a) failure to timely remit to City any monetary amount due and payable under the terms of this Agreement provided Developer does not cure such failure within ten (10) business days after delivery by City of a written notice of such failure; (b) any failure by Developer to perform any other obligation under this Agreement, provided Developer does not cure such failure within thirty (30) calendar days after delivery by City of a written notice of such failure; and (c) violation of any Federal, State, or local law, regulation, or other legal requirement applicable to this Agreement, which violation is not cured within any applicable grace period. City will provide Developer written notice of a Developer Default.

12.2 Upon the occurrence of a Developer Default under this Agreement, City may, without prejudice to any other rights and remedies available to City at law, or in equity, including without limitation an action for damages, specific performance, or injunctive relief, terminate this Agreement without further notice. In such event, termination of this Agreement pursuant to this Section will not relieve Developer of its financial obligations under this Agreement.

12.3 City will not be deemed to have terminated this Agreement unless City will have notified Developer in writing that it has so elected to terminate this Agreement.

12.4 There shall be no implied waivers. No express waiver by City of any breach or default by Developer in the performance of its obligations under this Agreement will be deemed to be a waiver of any subsequent default by Developer in the performance of any of such obligations, and no express waiver will affect a Developer Default in a manner other than as specified in the waiver. The consent or approval by City to or of any act by Developer requiring City's consent or approval will not be deemed to waive or render unnecessary City's consent or approval to or for any subsequent similar acts by Developer.

13. **Default by City; Cure; Developer Remedies.**

13.1 The following constitute a material default of this Agreement by City ("**City Default**"): The failure of City to perform any of its obligations under this Agreement within thirty (30) calendar days after delivery by Developer of a written notice of such failure to perform; provided, however, if a cure of the failure to perform reasonably requires more than thirty (30) calendar days to complete, then the time to cure will be extended (but not more than one hundred eighty (180) days) so long as the cure is initiated within the initial thirty (30) calendar days and is thereafter being diligently pursued.

13.2 Any default notice tendered to City hereunder will be deemed to be sufficient if it is reasonably calculated to put City on inquiry as to the nature and extent of such default.

13.3 Upon the occurrence of a City Default under this Agreement, Developer may seek any right or remedy allowed at law or in equity or by statute or otherwise (except as provided below) for such breach, including but not limited to seeking specific performance, all of which will be construed and held to be cumulative and non-exclusive; provided, however, Developer may not and will not seek, and hereby waives any right to, damages from City for loss of profits, loss of sub-rents, loss of any other revenue, loss of business opportunity, loss of good will, or loss due to business interference.

14. **Indemnification.** Each Party will pay, defend, protect, indemnify, and save harmless individually and collectively the other Party and its officials, elected officials, employees, volunteers, agents, members, officers, and affiliates (collectively, the "**Indemnified Persons**"), for, from, and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and costs), causes of action (whether in contract, tort, or otherwise), suits, claims, demands, and judgments of every kind, character, and nature whatsoever (collectively, the "**Liabilities**") arising from the indemnifying Party's violation of the terms of this Agreement. This indemnification provision will not be exclusive or in limitation of, but shall be in addition

to, the rights to indemnification of the Indemnified Persons under any other provision of this Agreement or any applicable law. The obligations of the Parties under this Section will survive any assignment or termination of this Agreement.

15. Notices.

All notices required or permitted under this Agreement will not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

TO CITY:

City of Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, Arizona 85374

City of Surprise
Attn: City Engineer
16000 N. Civic Center Plaza
Surprise, Arizona 85374

With copy to:

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

TO DEVELOPER:

Westcor/Surprise LLC
c/o RED Development Company
One East Washington, Suite 300
Phoenix, Arizona 85004
Attn: Scott Wagner

With copy to:

The Macerich Company
401 Wilshire Boulevard, Suite 700
Santa Monica, California 90401
Attn: Vice President, Senior Real Estate
Counsel — Anchors and Development

and:

WDP Partners, LLC
11411 North Tatum Blvd.
Phoenix, Arizona 85028
Attn: Jack Rasor

and:

RED Development Company
One East Washington, Suite 300
Phoenix, Arizona 85004
Attn: Mike Ebert

and:

Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004-2391
Attn: Derek Sorenson

Any notice will be deemed to have been received two (2) business days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes by giving such notice in accordance with this subsection.

16. **No Assignment.** Developer may not assign any of its duties, obligations, responsibilities, or interest in this Agreement without the prior written consent of City, in its sole discretion.

17. **Force Majeure.** The performance of either Party and the duration of this Agreement will be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

18. **Prior Appropriation.** Pursuant to A.R.S § 42-17106, City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. City represents that it intends to pay all monies that may become due under this Agreement if such funds have been legally appropriated. City agrees, as applicable, to actively request funding for future fiscal periods in order to satisfy the terms of this Agreement. However, in the event that an appropriation is not granted and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement or any related agreement, City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide a minimum of thirty (30) calendar days' advance written notice of its intent to terminate.

19. **City of Surprise Standard Miscellaneous Provisions.**

19.1 Compliance with Laws. Developer will at all times comply with all federal, state, and local laws, ordinances, rules, and regulations which are applicable to its performance and activities under this Agreement, including, but not limited, to the Americans with Disabilities Act and the Surprise City Code.

19.2 Prevailing Laws; Venue; Attorneys' Fees. The laws of the State of Arizona, including its conflicts of law provisions, will govern the matters set forth in this Agreement. Venue and jurisdiction for any action brought under this Agreement will only be brought in (and will not be removed from) a court of competent jurisdiction in Maricopa County, Arizona. In the event of any litigation or arbitration between City and Developer arising under this Agreement, the successful party will be entitled to recover its reasonable attorney's fees, expert witness fees, and other costs incurred in connection with such litigation or arbitration.

19.3 Non-Liability of Officials, Employees, or Agents. None of the covenants, stipulations, promises, agreements, and obligations of City or Developer contained herein will be

deemed to be covenants, stipulations, promises, agreements, or obligations of any official, officer, agent, or employee of City or Developer in his or her individual capacity, and no recourse will be had for the payment for any claim based thereon or any claim hereunder against any official, officer, agent, or employee of City or Developer.

19.4 Severability. If any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable law, including any constitutional provision, law, regulation, or the City of Surprise's City Code), such provision will be deemed severed from this Agreement, and this Agreement will otherwise remain in full force and effect; provided that this Agreement will retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits to the parties as if such severance and reformation were not required. Unless prohibited by any applicable law, the Parties further will perform all acts and execute, acknowledge, and/or deliver all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

19.5 Writing Required. All approvals, consents, and notices called for in this Agreement will be in writing, signed by the appropriate Party, and may not be established solely by oral testimony.

19.6 Additional Documents. Each of the Parties will promptly and expeditiously execute and deliver any and all documents and perform any and all acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

19.7 Entire Agreement. In conjunction with the exhibits referred to herein, this Agreement is the entire agreement between the Parties relating to the Project, and this Agreement will completely and fully supersede all other prior understandings or agreements, both written and oral, between City and Developer relating to the Project. Developer acknowledges that any modification of or amendment to this Agreement will be contingent upon City obtaining authorization from the City of Surprise's City Council. Any modification of or amendment to this Agreement will only be enforceable if it is in writing, signed by the Party to be bound and consented to by each Party.

19.8 Cancellation for Conflict of Interest. This Agreement may be subject to cancellation pursuant to A.R.S. § 38- 511.

19.9 Waiver Requires Writing. No provision of this Agreement may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

19.10 Waiver. No waiver or default by City of any of the terms, conditions, covenants, or agreements hereof to be performed, kept, or observed by Developer will be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, or agreements herein contained to be performed, kept, or observed by Developer, and City will not be restricted from later enforcing any of the terms and conditions of this Agreement.

19.11 No Partnership or Joint Venture. Nothing contained in this Agreement will create any partnership, joint venture, or agency relationship between the Parties.

19.12 Descriptive Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

19.13 Representation by Counsel. The Parties have been represented by counsel in the negotiation and drafting of this Agreement, and this Agreement will be construed according to the fair meaning of its language. The rule of construction that ambiguities will be resolved against the Party who drafted a provision will not be employed in interpreting this Agreement.

19.14 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

19.15 Successors and Assigns. The terms, conditions, and covenants of this Agreement will, subject to the provisions limiting assignments, apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto.

19.16 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Nothing set forth in this Agreement, or in any presentation, report, or other document is intended to create, or will create, any rights in any third parties. There will be no third party beneficiaries to this Agreement.

19.17 Interpretation in Accord with Customary Meaning. The terms and provisions of this Agreement will be interpreted and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement will be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

19.18 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run will not be included. The last date of the period so computed will be included unless it is a Saturday, Sunday, or legal holiday in the State of Arizona, in which event the period will run until the end of the next day which is not a Saturday, Sunday, or legal holiday in the State of Arizona. The time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the applicable time period provided herein.

19.19 Survival of Indemnification. All warranties, representations, and duties to indemnify, defend, and hold harmless will survive the termination, cancellation, or expiration of this Agreement. Additionally, all monetary obligations of Developer to pay City accruing prior to termination of this Agreement will survive the termination or expiration of this Agreement as well as any other section of this Agreement which reasonably should survive termination of this Agreement will survive.

19.20 Execution in Counterparts. This Agreement and any addendum may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. The Parties agree that they may reflect and confirm their agreement to be bound hereby, and their execution and delivery of this Agreement, by transmitting a signed copy of the signature page hereof, by facsimile or email, to the other Party hereto.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES FOLLOW ON NEXT PAGES]**

WESTCOR/SURPRISE LLC, an Arizona limited liability company

By: Westcor/303 LLC, an Arizona limited liability company, its Managing Member

By: The Westcor Company II Limited Partnership, an Arizona limited partnership, its Managing Member

By: Macerich TWC II Corp., a Delaware corporation, its General Partner

By: _____

Name: _____

Title: Senior Vice President

By: WDP Partners, LLC, an Arizona limited liability company, a Member

By: _____

Name: John F. Rasor

Title: Manager

By: RED/303 LLC, an Arizona limited liability company, a Member

By: E&R Holdings, LLC, an Arizona limited liability company, its Manager

By: _____

Name: Michael L. Ebert

Title: Manager

CITY

CITY OF SURPRISE, an Arizona municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBITS:

- Exhibit A - Conceptual Master Plan [PADA Exhibit “B”]
- Exhibit B - Scope of Work of the Waddell Road Project
- Exhibit C - Scope of Work of the Developer Public Infrastructure

EXHIBIT A

Conceptual Master Plan

The Regional Mall Site is generally bounded by Waddell Road to the north, State Loop 303 to the west, Sarival Avenue to the east, and Sweetwater Avenue to the south. A copy of Exhibit “B” to the First Amended PADA is as Exhibit A.

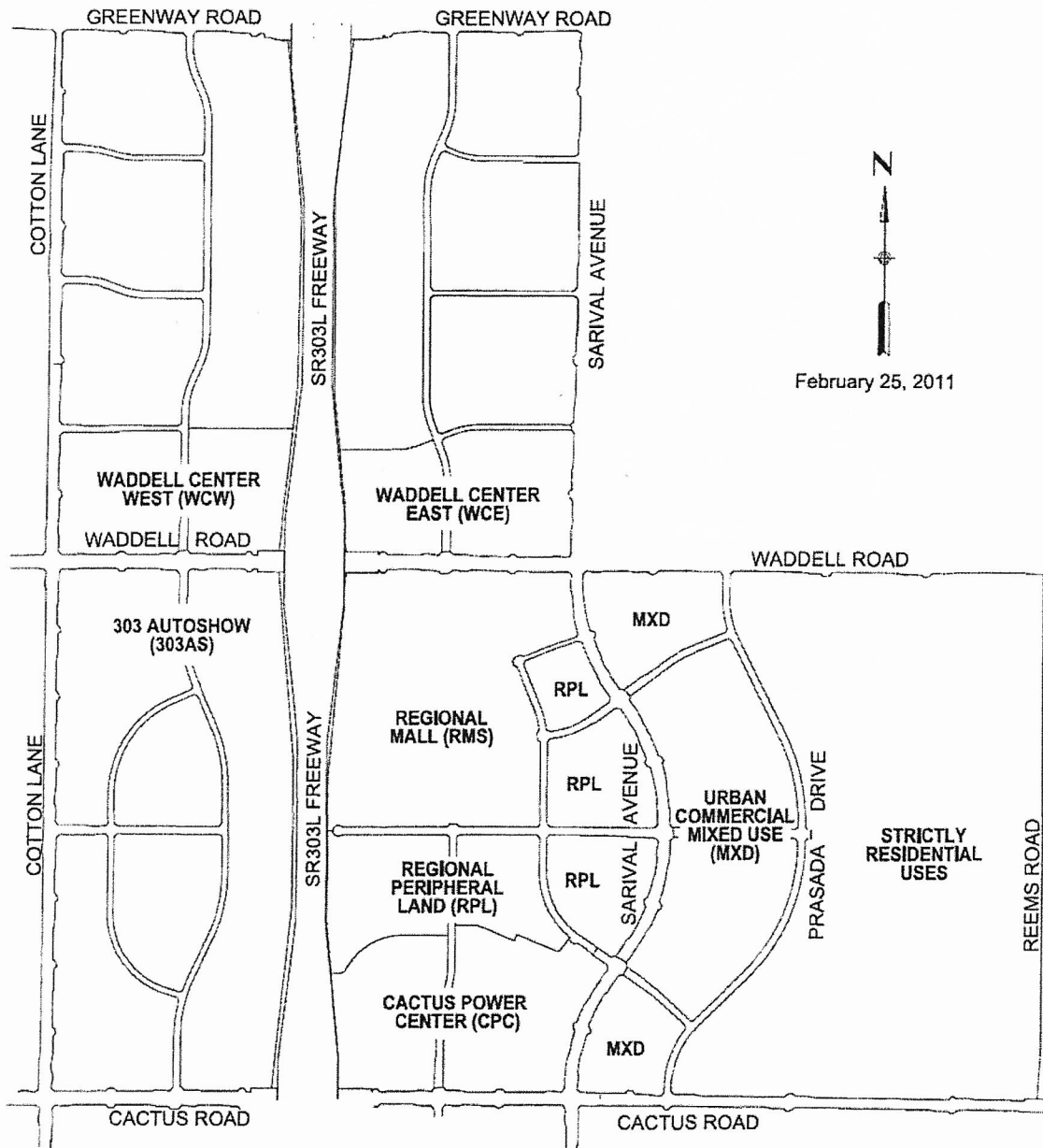
EXHIBIT B**Conceptual Master Plan**

EXHIBIT B

Scope of Work for the Waddell Road Project

This Waddell Road Project will complete the north and south half of Waddell Road from the east limit of the SR 303 to Reems Road and add a traffic signal at the Sarival Avenue and Waddell Road intersection. The constructed improvements within this segment of Waddell Road will add four additional travel lanes (except Reems to Sarival which requires three additional travel lanes) for a total of six travel lanes. Other improvements will include provisions for drainage, sidewalks, bicycle lanes, street lighting, landscaping, and turn lanes. This project will also include the relocation of existing Maricopa Water District infrastructure and right-of-way acquisition.

EXHIBIT C

Scope of Work of the Developer Public Infrastructure

1. A new drainage box culvert on the west side of Sarival Road. The box culvert will cross under Waddell Road within the proposed 50-foot drainage easement from the Prasada Master Street Plan. The Prasada Master Drainage Report prepared by CMX dated May 2006 will be used as the basis for the design and adjusted as necessary. The box culvert will be designed to avoid impacting the existing City sewer and minimize utility conflicts where possible. It is assumed an ADOT standard box culvert will be used.
2. A new signalized intersection at Waddell Road and the future Prasada Parkway. The intersection will be constructed to the curb returns (Prasada Parkway) complete with signal poles, mast arms, signal heads, conduits, and pull boxes. It is anticipated that the signal will not be operational until a later date.
3. New water line stub outs on Waddell Road between SR303 and Sarival Road.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019

Contact Person: Jeanine Jerkovic, DIRECTOR -
ECON DEV

Submitting Department: Economic Development District: Citywide

Staff Recommendations: None

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

Consideration and action on the Economic Development Incentive Agreement for National Indoor RV Centers; Resolution 2019-60.

Motion:

I move to approve Resolution 2019-60; the Incentive Agreement for National Indoor RV Centers.

Background:

The City Council Strategic Plan identifies the promotion of Surprise for economic development purposes and the use of creative earned post performance incentives. NIRVC began meeting with Economic Development staff in December 2018 and was pursuing multiple communities, both in-state and out-of-state, for their newest sales, storage and maintenance facility. The Economic Development Department created a proposed incentive package, inclusive of support services and post-performance sales tax reimbursement with the support of the Community Development and the City Attorney's Office in order to secure the high quality jobs, investment and anticipated sales in the community.

Objective Analysis:

The proposed incentive agreement with National Indoor RV Centers (NIRVC), a Delaware LLC based in Lewisville, Texas, proposes a five-year agreement of sales tax reimbursements up to \$300,000 (or \$60,000 per year) total utilizing post-performance sales taxes generated by the company. The primary consideration for the agreement is the benefit of adding 65 quality jobs with healthcare benefits, 20 of which propose an average salary of \$80,000. Staff also views the utilization of the RioGlass building and the anticipated \$60 million in annual sales by NIRVC at the facility as beneficial from a community perspective.

As a part of the agreement, the City will also provide parking allowances within the property to alleviate costs to NIRVC. NIRVC is permitted to park recreational vehicles within the unpaved areas of the property provided the areas are covered with decomposed granite; further, the decomposed granite currently in place on the unpaved portions of the property intended for parking is sufficient for parking recreational vehicles. NIRVC will not be required to provide additional ground cover or replace the existing decomposed granite with stabilized decomposed granite or some other stabilized material. NIRVC will also be permitted to park recreational vehicles over the sewer easement within the property.

The Economic Development Department views this project as beneficial to the City, as it proposes to create 65 new quality jobs with healthcare benefits, generate sales tax for the community, and utilize a potentially underperforming facility asset at the RioGlass building. During a time when cities nationally are challenged with identifying solutions to generating and recovering retail sales tax with the closure of many traditional bricks-and-mortar retail facilities, the NIRVC project proposes a substantial opportunity to increase Surprise General Fund revenues.

Policy Compliant:

The agreement is policy compliant. The City reimbursement incentive is post-performance; the right to reimbursement will not commence until the facility is operational and open for business. The agreement requires NIRVC to meet specific employment and sales tax generation thresholds as a condition for the incentive.

Financial Impact:

The proposed incentive agreement is post-performance and will reimburse \$300,000 over five years of funds already generated by the company.

Budget Impact:

The incentive is up to \$300,000 over a five-year period, or five annual payments of up to \$60,000 provided NIRVC satisfies the preconditions for payment. The only funding to be used for the reimbursement will be sales tax generated by NIRVC's operations and collected by the City. No other City funds would be used.

FTE Impact:

No FTE impact

ATTACHMENTS:

1. FINAL - Staff Report - NIRVC
 2. Final Incentive Agreement
 3. FINAL - Resolution - NIRVC
 4. FINAL - Certification Form
 5. FINAL - Surprise Impact Analysis
 6. NIRVC Presentation 6.4.19
 7. Agenda_2018_6_28_Meeting(2126) (2)
-



Economic Development Department

Meeting Date: June 4, 2019

To: Mayor and Council

From: Jeanine Jerkovic, Economic Development Director

Re: Incentive Agreement for National Indoor RV Centers Project

Summary

For Council consideration and action is an employment generation incentive agreement with a term of 5 years between the City of Surprise and National Indoor RV Centers of Arizona, LLC (NIRVC-AZ), a Delaware Limited Liability Company, based in Arizona dedicated to the sales, servicing, storage and maintenance of luxury recreational motor coach vehicles.

The agreement would provide the City with a minimum of 65 full-time jobs, 20 of which will have an average salary of \$80,000, and all of which will include healthcare benefits. NIRVC-AZ's development of the property will require them to spend approximately \$1,500,000 for building modifications and electrical service.

An economic impact analysis prepared by the Greater Phoenix Economic Council ("GPEC") for this project ("GPEC Analysis") confirms that this business will generate an estimated \$14.4 million in direct tax revenues and an additional \$303,840 in indirect tax revenues for a total of \$14.7 million to the City of Surprise over a 10-year period. The GPEC Analysis also found that over ten (10) years the project would create approximately \$107.5 million in economic output, with \$81.0 million in direct economic output, and \$26.5 million in indirect output.

The City reimbursement incentive is post-performance; the right to reimbursement will not commence until the facility is operational and has been open for business for at least one year. The agreement requires NIRVC-AZ to meet specific employment and sales tax generation thresholds as a condition for the incentive. The incentive is up to \$300,000 over a five-year period, or five annual payments of up to \$60,000 provided NIRVC-AZ satisfies the preconditions for payment. Per the GPEC Analysis, the return on the City's investment over ten (10) years would be 47-to-1. The only funding to be used for the reimbursement will be sales tax generated by NIRVC-AZ's operations and collected by the City. No other City funds would be used.

Background

The City Council Strategic Plan identifies the promotion of Surprise for economic development purposes and the use of creative earned post performance incentives. NIRVC-AZ's Manager began meeting with Economic Development staff in December 2018 and was pursuing multiple communities, both in-state and out-of-state, for their newest sales, storage and maintenance facility. The Economic Development Department created a proposed incentive package, inclusive of support services and post-performance sales tax reimbursement, with the support of Community Development and the City Attorney's Office, in order to secure the high quality jobs, investment, and anticipated sales in the community.

Agreement Profile

The business subject to this incentive agreement will be leasing space with an option to purchase at the RioGlass building, located at 13351 W. Rioglass Solar Rd., Surprise, AZ 85379. The City's agreement with RioGlass is valid through June 30, 2021 as long as RioGlass maintains operations in the City of Surprise.

The post-performance incentive agreement proposes a reimbursement of sales tax up to \$300,000 over five (5) years and allows NIRVC-AZ parking permissions on the property for the recreational vehicles.

NIRVC-AZ Obligations

Within one year from the effective date of approval of the agreement by the Surprise City Council, NIRVC-AZ agrees to enter into a lease-purchase agreement option for the RioGlass Property, complete necessary modifications and improvements to the property to operate effectively, and commence operations. NIRVC-AZ will also agree to make a good-faith effort to ensure that point-of-sales occur in the City and that the transaction privilege/sales taxes generated by NIRVC-AZ operations are paid to the City of Surprise.

In accordance with the sales tax reimbursement schedule, NIRVC-AZ will provide certified documentation establishing the numbers of full-time qualified employees located at the business.

Additionally as a part of the agreement, NIRVC-AZ is required to provide 122 parking spaces for employee/customer parking (non-RV parking).

City Obligations

This agreement requires the City to remit each annual payment to NIRVC-AZ pursuant to a five-year payment schedule with the first payment due within 30 days following the first

anniversary date when NIRVC-AZ begins business operations on the property. Conditioned upon job count verifications each year by staff, the \$60,000 per year, 5-year payment schedule is as follows:

1. Year One Payment: At least thirteen (13) employees, with at least four (4) having earned a minimum annualized compensation the preceding year of \$80,000. All other employees will have earned a minimum of \$40,000;
2. Year Two Payment: At least twenty-six (26) employees, with at least eight (8) having earned a minimum annualized compensation the preceding year of \$80,000. All other employees with have earned a minimum of \$40,000;
3. Year Three Payment: At least thirty-nine (39) employees, with at least twelve (12) having earned a minimum annualized compensation the preceding year of \$80,000. All other employees will have earned minimum of \$40,000;
4. Year Four Payment: At least fifty-two (52) employees, with at least sixteen (16) having earned a minimum annualized compensation of \$80,000 the preceding year. All other employees with have earned a minimum of \$40,000; and
5. Year Five Payment: At least sixty-five (65) employees, with at least twenty (20) having earned a minimum annualized compensation the preceding year of \$80,000. All other employees will have earned a minimum of \$40,000.

In the event the transaction privilege/sales taxes generated by NIRVC-AZ's operations during the year prior to an anniversary date do not exceed One Hundred Fifty Thousand Dollars (\$150,000), then the annual payment due NIRVC-AZ for such year shall be reduced from Sixty Thousand Dollars (\$60,000) to Forty Thousand Dollars (\$40,000) for that year, with a corresponding reduction in the overall total payment to be made. The only City funds to be used to make the annual payments shall be sales taxes generated by NIRVC-AZ's operations at the facility.

As a part of the agreement, the City will also provide parking allowances within the property to alleviate costs to NIRVC-AZ. NIRVC-AZ is permitted to park recreational vehicles within the unpaved areas of the property provided the areas are covered with decomposed granite; further, the decomposed granite currently in place on the unpaved portions of the property intended for parking is sufficient for parking recreational vehicles. NIRVC-AZ will not be required to provide additional ground cover or replace the existing decomposed granite with stabilized decomposed granite or some other stabilized material. NIRVC-AZ will also be permitted to park recreational vehicles over the sewer easement within the property.

City Benefits:

The Economic Development Department views this project as beneficial to the City, as it proposes to create 65 new quality jobs with healthcare benefits, generate sales tax for the community, and utilize a potentially underperforming facility asset at the RioGlass building.

During a time when cities nationally are challenged with identifying solutions to generating and recovering retail sales tax with the closure of many traditional bricks-and-mortar retail facilities, the NIRVC-AZ project proposes a substantial opportunity to increase Surprise General Fund revenues.

Financial & Budget Impact

The proposed incentive agreement is post-performance and will reimburse \$300,000 over five years of collected sales tax revenues generated by the company at the property.

Attachments

Incentive Agreement

Certification of Qualified Employees

GPEC Analysis

Resolution 2019-60

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

JOB CREATION INCENTIVE AGREEMENT

THIS JOB CREATION INCENTIVE AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2019 (the “**Effective Date**”), by and between the City of Surprise, an Arizona municipal corporation, (“**City**”) and National Indoor RV Centers-AZ, LLC, a Delaware limited liability company (“**NIRVC-AZ**”). City and NIRVC-AZ shall be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. NIRVC-AZ has a lease-purchase option agreement for the former RioGlass Solar property, generally located at the southwest corner of Solar Canyon Way and Rio Glass Road in Surprise. The property consists of approximately seventeen and one half (17.5) acres as legally described and depicted on Exhibit A (the “**Property**”).

B. NIRVC-AZ will be developing the Property as a first-class recreational vehicle sales, storage and service operation. In order to prepare the Property for NIRVC-AZ’s operations, NIRVC-AZ will need to spend approximately One Million Five Hundred Thousand Dollars (\$1,500,000) for building modifications and additional electrical service.

C. When completed, the business building on the Property will total 170,625 square feet (“s.f.”), with 141,399 devoted to recreational vehicle storage (82.87%); 12,000 s.f. for recreational vehicle servicing (7.03%); 8,613 s.f. for parts storage (5.05%); 4,306 s.f. for recreational vehicle sales (2.52%); and 4,307 s.f. for general office (2.52%).

D. When the business opens its doors, it is expected that there will be thirty (30) total employees on-site, with five (5) working in sales (16%) and 25 (84%) being employed as managers, service advisors, service technicians, pre-delivery inspectors, and clerks.

E. The development of the Property by NIRVC-AZ is anticipated to generate in excess of Sixty Million Dollars (\$60,000,000) in new annual taxable revenue within the City, with a local direct annual economic impact of approximately Eight Million Dollars (\$8,000,000), according to a project specific economic impact analysis prepared by the Greater Phoenix Economic Council (“GPEC”), a copy of which is attached as Exhibit B.

F. The development of the Property by NIRVC-AZ will generate high quality job opportunities within the City. It is anticipated that NIRVC-AZ within the first five years will employ sixty-five (65) full-time persons, twenty (20) of which will have an average annual salary of Eighty Thousand Dollars (\$80,000), and all of which will include healthcare benefits.

G. The Parties acknowledge and agree that NIRVC-AZ's development of the Property will result in (i) significant economic benefits to the City and its residents, as well as (ii) expanded use of the RioGlass building.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein the Parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement as though fully restated.

2. NIRVC-AZ Performance Obligations. Within one (1) year from the Effective Date NIRVC-AZ shall have completed the following:

- (i) Entered into a lease-purchase option agreement for the Property;
- (ii) Made the modifications and improvements to the Property necessary to operate a first-class recreational vehicle sales, storage and service facility; and
- (iii) Begin operations of a first-class recreational vehicle sales, storage and service facility on the Property.

3. Point-of-Sales. NIRVC-AZ will make a good faith effort to ensure that point-of-sales occur in the City and that the transaction privilege/sales taxes generated by NIRVC-AZ operations on the Property are paid to the City.

4. Job Creation Incentive. City shall pay NIRVC-AZ Three Hundred Thousand Dollars (\$300,000) from the transaction privilege/sales taxes generated by NIRVC-AZ from its operations on the Property provided (i) NIRVC-AZ performs in accordance with the terms and conditions of this Agreement; (ii) NIRVC-AZ maintains operations on the Property during the term of this Agreement; and (iii) fulfills the contingencies for payment in Section 4.2 below

4.1. Payment Schedule. City shall make five (5) annual payments to NIRVC-AZ in the amount of Sixty Thousand Dollars (\$60,000) with the first payment due within thirty (30) days following the first anniversary of the date when NIRVC-AZ begins business operations on the Property (the "**Business Start Date**"), and each subsequent Sixty Thousand Dollar (\$60,000) payment due within thirty (30) days following each subsequent anniversary of the Business Start Date. In the event the transaction privilege/sales taxes generated by NIRVC-AZ's operations at the Property during the year prior to an anniversary date did not exceed One Hundred Fifty Thousand Dollars (\$150,000), then the annual payment due NIRVC-AZ for such year shall be reduced from Sixty Thousand Dollars (\$60,000) to Forty Thousand Dollars (\$40,000) for that year, with a corresponding reduction in the overall total payment to be made. The only City funds to be used to make the annual payments to NIRVC-AZ shall be transaction privilege/sales taxes

generated by NIRVC-AZ's operations at the Property.

4.2 Payments Contingent Upon Job Creation. The City's obligation to remit each payment to NIRVC-AZ pursuant to the Payment Schedule set forth in Section 4.1 above shall be conditioned upon NIRVC-AZ providing within ten (10) days after each anniversary of the Business Start Date documentation establishing the following numbers of full-time Qualified Employees primarily located at its business on the Property.

(i) Year One Payment: At least thirteen (13) Qualified Employees, with at least four (4) having earned an average annualized compensation the preceding year of Eighty Thousand Dollars (\$80,000), exclusive of employee benefits. All other Qualified Employees will have earned an average annualized compensation the preceding year of Forty Thousand Dollars (\$40,000), exclusive of employee benefits.

(ii) Year Two Payment: At least twenty-six (26) Qualified Employees, with at least eight (8) having earned an average annualized compensation the preceding year of Eighty Thousand Dollars (\$80,000), exclusive of employee benefits. All other Qualified Employees will have earned an average annualized compensation the preceding year of Forty Thousand Dollars (\$40,000), exclusive of employee benefits.

(iii) Year Three Payment: At least thirty-nine (39) Qualified Employees, with at least twelve (12) having earned an average annualized compensation the preceding year of Eighty Thousand Dollars (\$80,000), exclusive of employee benefits. All other Qualified Employees will have earned an average annualized compensation the preceding year of Forty Thousand (\$40,000), exclusive of employee benefits.

(iv) Year Four Payment: At least fifty-two (52) Qualified Employees, with at least sixteen (16) having earned an average annualized compensation the preceding year of Eighty Thousand Dollars (\$80,000), exclusive of employee benefits. All other Qualified Employees will have earned an average annualized compensation the preceding year of Forty Thousand (\$40,000), exclusive of employee benefits.

(v) Year Five Payment: At least sixty-five (65) Qualified Employees, with at least twenty (20) having earned an average annualized compensation the preceding year of Eighty Thousand Dollars (\$80,000), exclusive of employee benefits. All other Qualified Employees will have earned an average annualized compensation the preceding year of Forty Thousand (\$40,000), exclusive of employee benefits.

4.3 Qualified Employee. A "Qualified Employee," for purposes of this Agreement, shall be an employee who: (i) works at the Property engaged in a new position in the City; (ii) works at least one thousand seven hundred fifty (1,750) hours per year at the Property; (iii) receives employee benefits comparable to those benefits offered to employees at other NIRVC-AZ facilities; and (iv) is an Arizona resident legally authorized to work in the United States.

4.4 Certification of Qualified Employees. On or before the tenth (10th) day following each anniversary of the Business Start Date, NIRVC-AZ shall certify the number of Qualified Employees hired and retained to date and those hired during the immediately preceding year as required by Section 4.2 above to qualify for remittance by the City of the payments scheduled under Section 4.1 above. The certification shall be in substantially the form attached to this Agreement as Exhibit C (the “Certification”).

4.5 Contents of Certification. The Certification shall include, at a minimum, the following information with supporting documents:

- (i) The total number of Qualified Employees working on the Property;
- (ii) The total number of Qualified Employees added during the immediately preceding year;
- (iii) The annualized compensation for each employee for the preceding year; and
- (iv) Confirmation that regular employee benefits were offered to each Qualified Employee.

4.6 City Acceptance of Certification; Audit. The City will promptly review the Certification and notify NIRVC-AZ in writing of its acceptance or rejection of the Certification within ten (10) days of receipt, with acceptance not to be unreasonably withheld. If the City does not timely reject the Certification, it shall be deemed accepted. If the City timely rejects the Certification, it shall detail its objections in writing to NIRVC-AZ. Upon receipt of the City’s notification, NIRVC-AZ may either correct the Certification or provide additional supporting documentation, and the Parties will confer in good faith to resolve the dispute. The City’s obligation to remit any payment then due shall be suspended pending resolution of the dispute and acceptance of the Certification. The City shall have the right to audit NIRVC-AZ’s employment records in the event of a dispute.

4.7 No Payment if Contingencies Not Met. In the event NIRVC-AZ is unable to certify to the reasonable satisfaction of the City the numbers of Qualified Employees required to receive the Year One, Year Two, Year Three, Year Four, or Year Five Payment, the City shall not be obligated to remit the Sixty Thousand Dollar (\$60,000) payment that would otherwise be payable.

5. Parking. The Parties agree to the following parking conditions within the Property.

- (i) NIRVC-AZ shall be permitted to park recreational vehicles within the unpaved areas of the Property provided such areas are covered with decomposed granite;
- (ii) The decomposed granite currently in place on the unpaved portions of the Property intended for parking is sufficient for parking recreational vehicles;

(iii) NIRVC-AZ shall not be required to provide additional ground cover or replace the existing decomposed granite with stabilized decomposed granite or some other stabilized material;

(iv) NIRVC-AZ shall be permitted to park recreational vehicles over the sewer easement within the Property;

(v) NIRVC-AZ shall be required to provide 122 parking spaces within the Property for employee/customer parking (non-RV parking);

(vi) NIRVC-AZ shall be permitted to remove the 6" curbing within the Property along both sides of the driveway on the north side of the building, and along the south side of the driveway of the south side of the building, provided NIRVC-AZ: (i) submits a revised drainage report to the City for its review and approval, and (ii) makes any reasonably necessary improvements to the Property to mitigate drainage; and

(vii) NIRVC-AZ shall be responsible for paying any City development fees associated with improvements to the Property.

6. General Provisions.

6.1. Term. The term of this Agreement shall commence on the Business Start Date and shall end ninety (90) days after the fifth (5th) anniversary of the Business Start Date.

6.2. Notices and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, emailed or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

City: City of Surprise
Attn: Jeanine Jerkovic
16000 N. Civic Center Plaza
Surprise, AZ 85374
Jeanine.jerkovic@surpriseaz.gov

With copy to: City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, AZ 85374
Robert.wingo@surpriseaz.gov

NIRVC-AZ: National Indoor RV Centers, LLC
Attn: Hal Kendrick
498 E. State Hwy 121

Lewisville, TX 75057
hkendrick@nirvc.com

With Copy to: Beus Gilbert PLLC
Attn: Jeffrey M. Blilie
701 N. 44th Street
Phoenix, AZ 85008
jblilie@beusgilbert.com

Or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party.

6.3. Assignment. The provisions of this Agreement are binding upon and will inure to the benefit of the Parties, and all of their successors in interest and assigns.

6.4 Choice of Law, Venue and Attorneys' Fees. The laws of the State of Arizona will govern any dispute, controversy, claim, or cause of action arising out of or related to this Agreement. The venue for any such dispute will be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party will be entitled to recover any of its attorneys' fees or other costs from any other Party incurred in any dispute, controversy, claim, or cause of action, but each Party will bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

6.5 Conflict of Interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official, or employee of the City will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.

6.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

6.7. Default. Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement constitutes a breach of this Agreement (**"Event of Default"**).

(i) "Default" means any one of the following:

(1) Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement that is not remedied within the time period allowed by Section 6.7(i)(4).

(2) The issuance of an order of a court having jurisdiction over any of the Parties for relief in any involuntary case commenced against the applicable Party as debtor under the Federal Bankruptcy Code or the entry of a court decree or order appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official.

(3) Any failure to pay money or failure related to any other monetary obligation hereunder not cured within ten (10) City business days after written notice is received from the other party will constitute an Event of Default under this Agreement by the non-paying Party.

(4) Any other breach not cured within thirty (30) days after written notice is received from the other Party will constitute an Event of Default by the breaching Party under this Agreement; except that, if more than thirty (30) days but no more than ninety (90) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching Party will have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation within ninety (90) days after written notice is received from another Party.

(ii) Any notice of an Event of Default will specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The obligations of the Parties under this Agreement are several obligations, and not joint and several obligations.

(iii) Upon the occurrence of an Event of Default, the non-defaulting Party: (i) will have all the remedies afforded by law and in equity; and (ii) will have the right to terminate this Agreement. However, the only legal or equitable remedies available against the City will be specific performance or injunction.

(iv) No delay in exercising any right or remedy will constitute a waiver thereof; and no waiver of any Event of Default will be construed as a waiver of any preceding or succeeding Event of Default of the same or any other covenant, or condition of this Agreement. No waiver will be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

6.8 Entire Agreement. This Agreement, together with the following Exhibit attached hereto and incorporated herein by this reference, constitutes the entire agreement between the Parties.

Exhibit A: Legal Description of the Property

Exhibit B: GPEC Economic Impact Report

Exhibit C: Form of Certification

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are superseded by and merged in this Agreement.

6.9. Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement will be construed according to the fair meaning of its language. The rule of construction that ambiguities will be resolved against the Party who drafted a provision will not be employed in interpreting this Agreement.

6.10. Good Standing; Authority. Each Party represents and warrants that it is a duly formed and legally valid existing entity under the laws of the State of Arizona with respect to NIRVC-AZ, or a municipal corporation within Arizona with respect to the City, and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

6.11. Headings. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

6.12 Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2019, before me personally appeared Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

NIRVC-AZ:

NATIONAL INDOOR RV CENTERS-AZ, LLC, a
Delaware limited liability company

By: _____
Hal Kendrick, Manager

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2019, before me personally appeared Hal Kendrick, Manager of National Indoor RV Centers-AZ, LLC, a Delaware limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

EXHIBIT A

Legal Description of the Property

(see following page)

EXHIBIT B

Greater Phoenix Economic Council Economic Impact Report

(see following page)

EXHIBIT C

Form of Certification of Qualified Employees

(see following page)

RESOLUTION # 2019-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A JOB CREATION INCENTIVE AGREEMENT BETWEEN THE CITY OF SURPRISE AND NATIONAL INDOOR RV CENTERS—AZ, LLC.

WHEREAS, the City is authorized to appropriate and spend public monies for and in connection with economic development activities pursuant to Arizona Revised Statutes § 9-500.11;

WHEREAS, National Indoor RV Centers—AZ, LLC, a Delaware limited liability company (“NIRVC-AZ”) proposes to lease with an option to purchase the RioGlass Solar property generally located at the southwest corner of Solar Canyon Way and Rio Glass Road in Surprise (the “Project”);

WHEREAS, NIRVC-AZ plans to develop the Project as a first-class recreational vehicle sales, storage and service operation, and to do so will need to spend approximately \$1,500,000 for building modifications and additional electrical service;

WHEREAS, when completed, the Project will total 170,625 square feet (“s.f.”), with 141,399 devoted to recreational vehicle storage (82.87%); 12,000 s.f. for recreational vehicle servicing (7.03%); 8,613 s.f. for parts storage (5.05%); 4,306 s.f. for recreational vehicle sales (2.52%); and 4,307 s.f. for general office (2.52%);

WHEREAS, the development of the Project will generate high quality job opportunities within the City of Surprise, as it is anticipated that NIRVC-AZ within the first five years of operation will employ 65 full-time persons, 20 of whom will have an average annual salary of \$80,000, and all of which will include healthcare benefits;

WHEREAS, when the business opens its doors, it is expected that there will be 30 total employees on-site, with five working in sales (16%) and 25 (84%) being employed as managers, service advisors, service technicians, pre-delivery inspectors, and clerks;

WHEREAS, the Greater Phoenix Economic Council (“GPEC”) concluded in the economic impact report for the Project attached hereto as Exhibit “B” that: (1) the Project will generate an estimated \$14.4 million in direct tax revenues and an additional \$303,840 in indirect taxes for a total of \$14.7 million to the City of Surprise over a 10-year period; and (2) over ten years, the Project would create approximately \$107.5 million in economic output, with \$81 million in direct economic output and \$26.5 million in indirect output;

WHEREAS, NIRVC-AZ has requested, and the City has agreed, to enter into the Job Creation Incentive Agreement (“Agreement”), attached hereto as Exhibit “A”,

pursuant to which the City would offset up to \$300,000 of NIRVC-AZ's Project development costs, exclusively from transaction privilege and other taxes generated by the Project and received by Surprise, over a five-year period by remitting an annual post-performance payment of \$60,000 conditioned upon NIRVC-AZ certifying that they attained certain employee and annualized compensation levels as detailed in the Agreement; and

WHEREAS, the Mayor and City Council find that (1) the proposed incentive is anticipated to raise more revenue than the amount of the incentive for the duration of the Agreement; and (2) in the absence of the Agreement, NIRVC-AZ or a similar business facility would not locate in Surprise in the same time, place, or manner.

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

Section 1. The Job Creation Incentive Agreement between the City of Surprise and National Indoor RV Centers--AZ, LLC, a Delaware limited liability company, attached hereto as Exhibit "A," is hereby approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit "A" – Job Creation Incentive Agreement

Exhibit "B" – Greater Phoenix Economic Council ("GPEC") economic impact report

CERTIFICATION OF QUALIFIED EMPLOYEES

Pursuant to the Job Creation Incentive Agreement with National Indoor RV Centers

I _____, make the following statement under oath and under penalty of perjury; that I am the _____ of National Indoor RV Centers, LLC (“NIRVC”); that I make this certification pursuant to the terms of the Job Creation Incentive Agreement between the City of Surprise and NIRVC, dated _____, 2019 (“Agreement”); that I understand the obligation to submit this certification is an ongoing obligation for the entire term of the Agreement as described in Sections 4.4 and 4.5 of the Agreement; and finally that NIRVC has for the preceding calendar year maintained and continued to employ:

_____ Qualified Employees working on the Property; and,

_____ Qualified Employees earning an average annualized compensation of Eighty Thousand Dollars (\$80,000), exclusive of employee benefits; and,

_____ Qualified Employees earning an average annualized compensation of Forty Thousand Dollars (\$40,000), exclusive of employee benefits.

The term Qualified Employees is defined in Section 4.3 of the Agreement. All Qualified Employees were offered regular employee benefits.

Signature: _____

Date: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 20__, before me personally appeared _____, _____ of National Indoor RV Centers, LLC, a Delaware limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public



SURPRISE IMPACT ANALYSIS



Greater Phoenix
ECONOMIC COUNCIL

IMPACT ANALYSIS

April 2019

Overview

This document is an analysis of the economic impacts of the RV dealer on the City of Surprise over the next 10 years to demonstrate the value the company will generate in the town.

Based on the assumptions outlined below, Project Sunshine will generate an estimated \$14.4 million in direct tax revenues and an additional \$303,840 in indirect tax revenues for a total of \$14.7 million in tax revenue to the City of Surprise over a 10 year period.

In 10 years this company will directly create an estimated \$44.0 million of personal income, plus an additional \$6.8 million in indirect personal income for a total of \$40.8 million. Over a 10 year period Project Sunshine is projected to create \$107.5 million in economic output, with \$81.0 million in direct economic output, and \$26.5 million in indirect output.

The City of Surprise is proposing a \$300,000 tax incentive over 5 years for the RV dealer. Over 5 years, the return on investment is 24-to-1. Over 10 years, the return on investment is 47-to-1. The investment the city is proposing to make in the RV dealer will be recouped in each year it is paid out and provide an economic benefit to the city.

This analysis did not include any investment in personal property. Impacts to the City of Surprise may be greater than what is reported here.

Assumptions

- Total Employment: 65 jobs
- Payroll at the end of 10 Years: \$44.0 million
- Total Square Feet of Property: 171,625 square feet by Year 1
- Total Real Property Improvement Investment: \$1.5 million
- Total Annual Sales: \$60.0 million

10 Year Economic Impact to City of Surprise

Impact	Jobs	Personal Income	Economic Output	Revenues
Direct	65	\$33,999,550	\$80,991,260	\$14,356,935
Indirect	19	\$6,770,770	\$26,492,870	\$303,840
Total	84	\$40,770,320	\$107,484,130	\$14,660,775

IMPACT ANALYSIS

April 2019

Direct Revenue and Economic Impact

Year	Jobs	Personal Income	Output	Revenues
2019	65	\$3,399,955	\$8,099,126	\$1,468,161
2020	65	\$3,399,955	\$8,099,126	\$1,432,086
2021	65	\$3,399,955	\$8,099,126	\$1,432,086
2022	65	\$3,399,955	\$8,099,126	\$1,432,086
2023	65	\$3,399,955	\$8,099,126	\$1,432,086
2024	65	\$3,399,955	\$8,099,126	\$1,432,086
2025	65	\$3,399,955	\$8,099,126	\$1,432,086
2026	65	\$3,399,955	\$8,099,126	\$1,432,086
2027	65	\$3,399,955	\$8,099,126	\$1,432,086
2028	65	\$3,399,955	\$8,099,126	\$1,432,086
Total	65	\$33,999,550	\$80,991,260	\$14,356,935

Indirect Revenue and Economic Impact

Year	Jobs	Personal Income	Output	Revenues
2019	19	\$677,077	\$2,649,287	\$30,384
2020	19	\$677,077	\$2,649,287	\$30,384
2021	19	\$677,077	\$2,649,287	\$30,384
2022	19	\$677,077	\$2,649,287	\$30,384
2023	19	\$677,077	\$2,649,287	\$30,384
2024	19	\$677,077	\$2,649,287	\$30,384
2025	19	\$677,077	\$2,649,287	\$30,384
2026	19	\$677,077	\$2,649,287	\$30,384
2027	19	\$677,077	\$2,649,287	\$30,384
2028	19	\$677,077	\$2,649,287	\$30,384
Total	19	\$6,770,770	\$26,492,870	\$303,840

Total Revenue and Economic Impact

Year	Jobs	Personal Income	Output	Revenues
2019	84	\$4,077,032	\$10,748,413	\$1,498,545
2020	84	\$4,077,032	\$10,748,413	\$1,462,470
2021	84	\$4,077,032	\$10,748,413	\$1,462,470
2022	84	\$4,077,032	\$10,748,413	\$1,462,470
2023	84	\$4,077,032	\$10,748,413	\$1,462,470
2024	84	\$4,077,032	\$10,748,413	\$1,462,470
2025	84	\$4,077,032	\$10,748,413	\$1,462,470
2026	84	\$4,077,032	\$10,748,413	\$1,462,470
2027	84	\$4,077,032	\$10,748,413	\$1,462,470
2028	84	\$4,077,032	\$10,748,413	\$1,462,470
Total	84	\$40,770,320	\$107,484,130	\$14,660,775

IMPACT ANALYSIS

April 2019

About GPEC Economic Impact Model

The Greater Phoenix impact model calculates economic and revenue impacts of new business in the region. The underlying theory behind this regional model is that all communities benefit when a new business locates in the region, both in terms of employed residents and new revenues. The purpose of the model is to show how this distribution of economic benefits may occur.

Economic Impact

The impact model uses county-level multipliers from the Minnesota IMPLAN Group for Maricopa County to calculate direct and indirect impact on specific communities in the Greater Phoenix region. The model also calculates economic impact to the county and state economies in terms of new jobs, output, and revenue generated. In addition to jobs, new businesses create new consumer spending throughout. The payroll from the new businesses can be converted into effective buying income. On a regional basis, effective buying income is distributed across retail and service categories based on spending patterns from the Bureau of Labor Statistics.

Revenue Impact

Direct revenue impacts include revenues generated directly by the businesses, based on project information such as real property values, employment, direct sales, and local and nonlocal purchases. Additional revenues generated by related supplier and consumer jobs, and supported residents are included in the indirect and total impact results. All revenue projections are in current dollars.

Disclaimer

The results from this analysis suggest only one possible scenario based on given project parameters and assumptions, and do not exclude other development possibilities under different assumptions. The economic impact model serves as a tool for basic quantitative evaluations for economic development projects. The results are based on the current economic structure of the communities, and current tax rates. The results of the model are order-of-magnitude estimates, and are intended only as a general guide as to show how businesses and development projects may impact the region.



GREATER PHOENIX

Where business comes together to change the way we live.

ABOUT THE GREATER PHOENIX ECONOMIC COUNCIL:

The Greater Phoenix Economic Council (GPEC) is Arizona's premier, nationally-ranked economic development organization representing Maricopa County, 22 member communities and more than 160 private-sector investors.

OUR SERVICES:

- Connectivity to Key Resources
- Regional Economic Labor Market Data
- HR Employment Assistance
- Operational Cost Analysis MetroComp Analysis
- Economic Impact Analysis
- Regional Site-Selection





Economic Development Incentive Agreement for National Indoor RV Centers (NIRVC)

June 4, 2019

The Project



- Opened in Lewisville, TX in 2009; privately held / founded by partners who are motor coach enthusiasts.
- National Indoor RV Centers of Arizona, LLC (NIRVC-AZ) in Surprise dedicated to the sales, servicing, storage and maintenance of luxury recreational motor coach vehicles
- 65 FT jobs, 20 w/ average salary of \$80,000, all with healthcare benefits.
- Estimated \$60,000,000 annual revenue
- Goal: improve and lease space with option to purchase building at 13351 W. Rioglass Solar Rd in Surprise.

The Agreement



Competitive
National
Site search

\$14.4M

Direct Tax
Revenues
Over 10-Year
Period

Post-Performance Agreement:

\$300k

Over 5

Years

=

\$60k

Annually

47:1

ROI

Over 10 Years

- Funding for reimbursement will be sales tax generated by NIRVC-AZ's operations and collected by the City. No other City funds used.
- Reimbursement after NIRVC open & operational at least one year.
- Annual employment thresholds to be verified.



QUESTIONS OR COMMENTS?

Thank You

NIRVC-AZ:

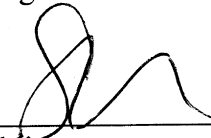
NIRVC-AZ, LLC, a Delaware limited liability company

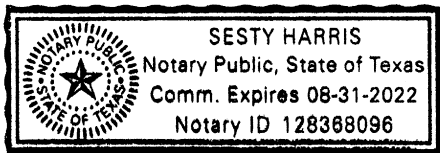
By: 
Hal Kendrick, Manager

STATE OF ARIZONA
County of Maricopa

On this 17 day of May, 2019, before me personally appeared Hal Kendrick, Manager of NIRVC-AZ, LLC, a Delaware limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]


Notary Public





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2019

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

Submitting Department: Community Development District: District 1

Staff Recommendations: None

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

Consideration and action pertaining to acceptance of a Warranty Deed and Drainage Easement from the Wong Revocable Living Trust for Right of Way on Pinnacle Peak near 163rd Avenue; Resolution #2019-79.

Motion:

I move to approve Resolution #2019-79.

Background:

As part of the ongoing development in this area, right of way is needed to assist in the development of improved access for these communities. The right of way being dedicated is needed for contiguous roadway improvements along Pinnacle Peak. The drainage easement will allow the road improvement to drain effectively on the neighboring property during rain events. The City seeks to dedicate the right of way to the County, to assist in annexing the roadway into the City's jurisdiction.

Objective Analysis:

The City lacks right of way in this area. The developer has worked with the surrounding land owners to obtain right of way to ensure improved access to the developments.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 04-02-19 Wong Property Warranty Deed - Grantor Executed
 2. Drainage easement Wong
 3. MCDOT applicaiton
 4. RW value for Wong Revocable Trust
 5. Res 2019-79 Warranty Deed and Drainage Easement-Final
-

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

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

WARRANTY DEED

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

Walter Ong Wong and Shirley O. Wong, as Trustees of the Wong Revocable Living Trust dated April 13, 1995 as to an undivided 34% interest, Richard Huey and Irene O. Huey as to an undivided 22% interest, Phillip O. Wong as to an undivided 22% interest, and Jackie O. Wong as to an undivided 22% interest (collectively, "Grantor")

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

GRANTOR:

GRANTEE: City of Surprise, an Arizona
municipal corporation

By: Walter Ong Wong
Walter Ong Wong

By: Shirley O. Wong
Shirley O. Wong

By: _____
Skip Hall

Its: Mayor

By: _____
Richard Huey

By: _____
Irene O. Huey

ATTEST:

Sherry Aguilar, City Clerk

By: _____
Phillip O. Wong

By: _____
Jackie O. Wong

GRANTOR:

GRANTEE: City of Surprise, an Arizona
municipal corporation

By: _____
Walter Ong Wong

By: _____
Skip Hall

By: _____
Shirley O. Wong

Its: Mayor

By: Richard Huey
Richard Huey

ATTEST:

By: Irene O. Huey
Irene O. Huey

Sherry Aguilar, City Clerk

By: _____
Phillip O. Wong

By: _____
Jackie O. Wong

GRANTOR:

GRANTEE: City of Surprise, an Arizona
municipal corporation

By: _____
Walter Ong Wong

By: _____
Skip Hall

By: _____
Shirley O. Wong

Its: Mayor

By: _____
Richard Huey

ATTEST:

By: _____
Irene O. Huey

Sherry Aguilar, City Clerk

By: Phillip O. Wong
Phillip O. Wong

By: _____
Jackie O. Wong

GRANTOR:

GRANTEE: City of Surprise, an Arizona
municipal corporation

By: _____
Walter Ong Wong

By: _____
Skip Hall

By: _____
Shirley O. Wong

Its: Mayor

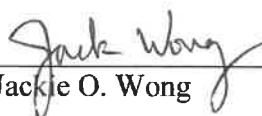
By: _____
Richard Huey

ATTEST:

By: _____
Irene O. Huey

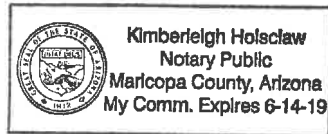
Sherry Aguilar, City Clerk

By: _____
Phillip O. Wong

By:  _____
Jackie O. Wong

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22 day of March, 2019, by Walter Ong Wong and Shirley O. Wong known by me as owners of the subject property.



Shirley O. Wong

STATE OF ARIZONA)
) SS.
County of Maricopa)

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

STATE OF ARIZONA)
) SS.
County of Maricopa)

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

ACKNOWLEDGMENT

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

State of California
County of Placer

On 03/23/2019 before me, Felipe Sanchez, Notary Public
(insert name and title of the officer)

personally appeared Richard Huey and Irene Huey,
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  (Seal)



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

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

The foregoing instrument was acknowledged before me this 25th day of March, 2019, by Phillip O. Wong known by me as owners of the subject property.



STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22 day of March, 2019, by Jackie O. Wong known by me as owners of the subject property.



STATE OF ARIZONA)
) SS.
County of Maricopa)

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

Exhibit A

Legal Description of Property

.

Exhibit A
Right-of-Way Dedication
Pinnacle Peak Road

That portion of the North Half of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter, monumented by a City of Surprise brass cap, from which the Northeast Corner of said Northwest Quarter, monumented by a Bureau of Land Management brass cap, bears South 89°37'50" East 1893.34 feet as the BASIS OF BEARINGS;

Thence South 89°37'50" East along the North Line of said Northwest Quarter, 100.00 feet to the Northwest Corner of the property described in Instrument Number 1996-0040121 of Official Records of the Maricopa County Recorder, Maricopa County, Arizona, and the TRUE POINT OF BEGINNING;

Thence continuing South 89°37'50" East along said North Line, 474.70 feet to the Northeast Corner of said property;

Thence South 00°01'05" East along the East Line of said property, 40.00 feet to a point on the South Line of the North 40.00 Feet of said Northwest Quarter;

Thence North 89°37'50" West along said South Line, 474.96 feet to a point on the West Line of said property;

Thence North 00°21'11" East along said West Line, 40.00 feet to the TRUE POINT OF BEGINNING.

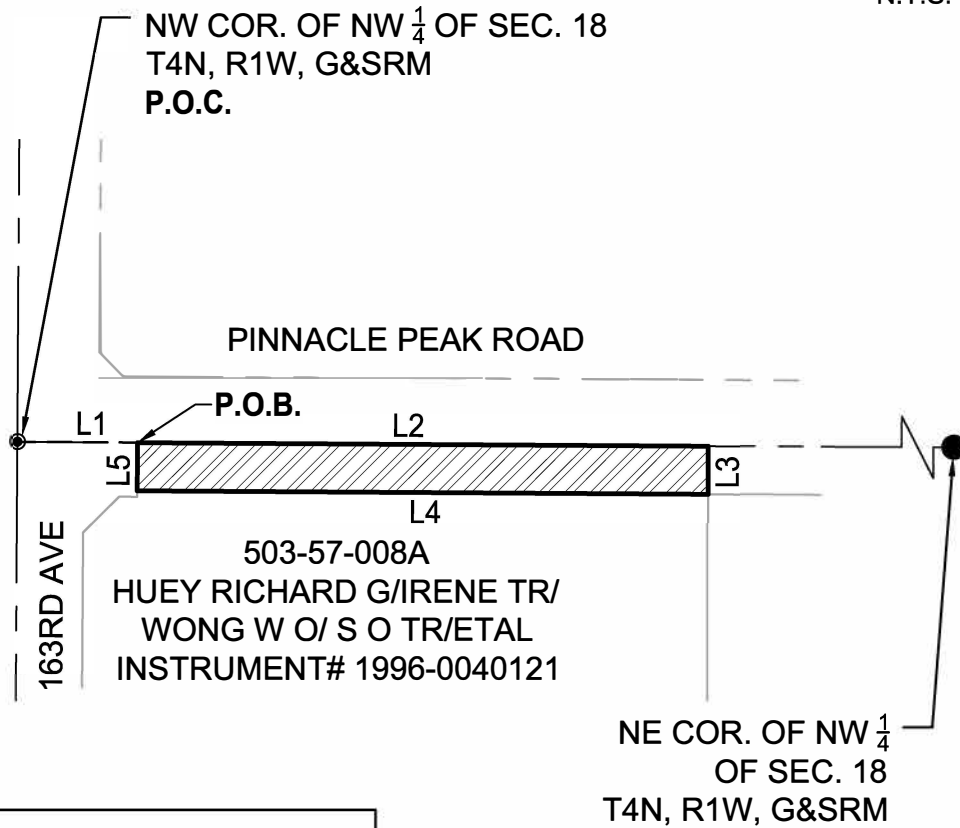
Said portion contains approximately 18,993 square feet or 0.44 acres, more or less.



Exhibit B

Depiction of Property

.



Line Table		
Line #	Length	Direction
L1	100.00	S89°37'50"E
L2	474.70	S89°37'50"E
L3	40.00	S00°01'05"E
L4	474.96	N89°37'50"W
L5	40.00	N00°21'11"E

 RIGHT OF WAY DEDICATION



Arthur L. Sears III

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING

EXHIBIT B
RIGHT OF WAY DEDICATION EXHIBIT

WHEN RECORDED, RETURN TO:

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

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this ____ day of _____, 2019 by and between Walter Ong Wong and Shirley O. Wong, as Trustees of the Wong Revocable Living Trust dated April 13, 1995 as to an undivided 34% interest, Richard Huey and Irene O. Huey as to an undivided 22% interest, Phillip O. Wong as to an undivided 22% interest, and Jackie O. Wong as to an undivided 22% interest, (collectively, "Grantors") and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantors are the fee title owners of a parcel of land comprising APN 503-57-008A located in the North Half of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantors and Grantors desire to grant to Grantee a temporary, exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantors' property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

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

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

GRANTORS:

Walter Ong Wong
Walter Ong Wong

Shirley O. Wong
Shirley O. Wong

Richard Huey

Irene O. Huey

Phillip O. Wong

Jackie O. Wong

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____
Skip Hall
Its: Mayor

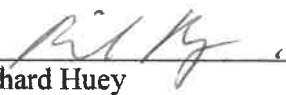
ATTEST:

Sherry Aguilar, City Clerk

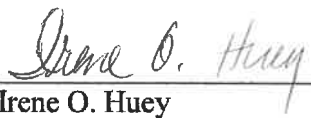
GRANTORS:

Walter Ong Wong

Shirley O. Wong



Richard Huey



Irene O. Huey

Phillip O. Wong

Jackie O. Wong

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

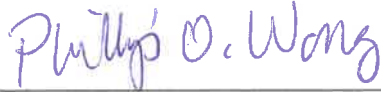
GRANTORS:

Walter Ong Wong

Shirley O. Wong

Richard Huey

Irene O. Huey


Phillip O. Wong

Jackie O. Wong

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

GRANTORS:

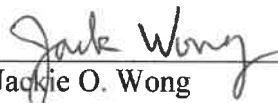
Walter Ong Wong

Shirley O. Wong

Richard Huey

Irene O. Huey

Phillip O. Wong



Jackie O. Wong

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____
Skip Hall
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)



The foregoing instrument was acknowledged before me this 22 day of March, 2019, by Walter Ong Wong and Shirley O. Wong.

My commission expires:

06-14-2019

Notary Public:

Kimberleigh Holsclaw

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Richard Huey and Irene O. Huey.

My commission expires:

Notary Public:

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Phillip O. Wong.

My commission expires:

Notary Public:

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Jackie O. Wong.

My commission expires:

Notary Public:

ACKNOWLEDGMENT

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

State of California
County of Placer

On 03/23/2019 before me, Felipe Sanchez, Notary Public
(insert name and title of the officer)

personally appeared Richard Huey and Irene Huey,
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

(Seal)



STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Walter Ong Wong and Shirley O. Wong.

My commission expires:

Notary Public:

STATE OF ARIZONA)
) SS.
County of Maricopa)

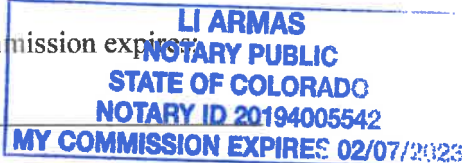
The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Richard Huey and Irene O. Huey.

My commission expires:

Notary Public:

STATE OF ~~ARIZONA~~ ^{COLORADO})
) SS.
County of ~~Maricopa~~ ^{Boulder})

The foregoing instrument was acknowledged before me this 25th day of March, 2019, by Phillip O. Wong.

My commission expires: 

Notary Public:



STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Jackie O. Wong.

My commission expires:

Notary Public:

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Walter Ong Wong and Shirley O. Wong.

My commission expires:

Notary Public:

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Richard Huey and Irene O. Huey.

My commission expires:

Notary Public:

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Phillip O. Wong.

My commission expires:

Notary Public:

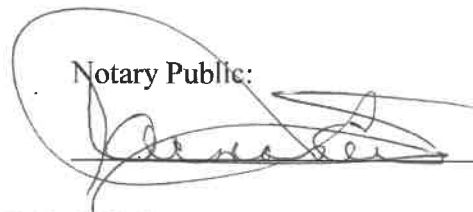
STATE OF ARIZONA)
) SS.
County of Maricopa)

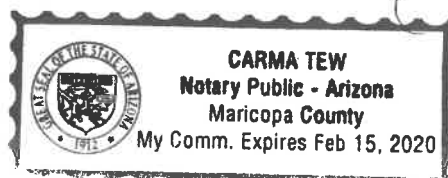
The foregoing instrument was acknowledged before me this 23 day of MARCH, 2019, by Jackie O. Wong.

My commission expires:

Notary Public:

FEB 15, 2020





STATE OF ARIZONA)
) SS.
County of Maricopa)

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

My commission expires:

Notary Public:

Exhibit A

Legal Description of Easement Area

Exhibit A
Temporary Drainage Easement
Pinnacle Peak Road

That portion of the North Half of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter, monumented by a City of Surprise brass cap, from which the Northeast Corner of said Northwest Quarter, monumented by a Bureau of Land Management brass cap, bears South 89°37'50" East 1893.34 feet as the BASIS OF BEARINGS;

Thence South 89°37'50" East along the North Line of said Northwest Quarter, 574.70 feet to the Northeast Corner of the property described in Instrument Number 1996-0040121 of Official Records of the Maricopa County Recorder, Maricopa County, Arizona;

Thence South 00°01'05" East along the East Line of said property, 40.00 feet to a point on the South Line of the North 40.00 Feet of said Northwest Quarter, said point also being the TRUE POINT OF BEGINNING;

Thence continuing South 00°01'05" East along said East Line, 55.00 feet,

Thence North 89°37'50" West, 60.00 feet;

Thence North 00°01'05" West, 55.00 feet to a point on said South Line;

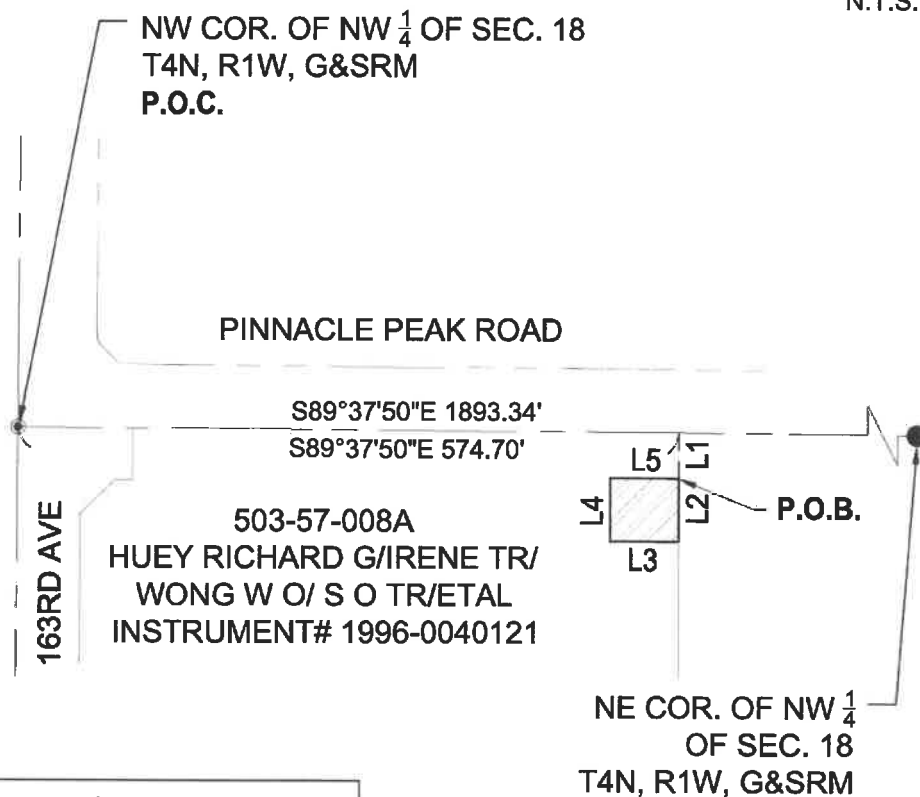
Thence South 89°37'50" East along said South Line, 60.00 feet to the TRUE POINT OF BEGINNING.

Said portion contains approximately 3300 square feet or 0.08 acres, more or less.



Exhibit B

Depiction of Easement Area



Line Table		
Line #	Length	Direction
L1	40.00	S00°01'05"E
L2	55.00	S00°01'05"E
L3	60.00	N89°37'50"W
L4	55.00	N00°01'05"W
L5	60.00	S89°37'50"E



= TEMPORARY DRAINAGE EASEMENT



Arthur L. Sears III

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING

EXHIBIT B TEMPORARY DRAINAGE EASEMENT



**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
APPLICATION FOR RIGHT-OF-WAY DEDICATION**

NAME: _____ **PHONE NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

ZONING CASE NO.: _____

CONTACT: _____ **PHONE NO.:** _____

SUBMITTAL REQUIREMENTS

TYPE OF DEDICATION: _____

AMOUNT OF RIGHT OF WAY TO BE DEDICATED: _____

DRAWING OF RIGHT OF WAY WITH THE WIDTH SPECIFIED AND HIGHLIGHTED

CORPORATIONS/TRUSTS, ETC. – A Trust Certification or Resolution disclosing the individuals who are authorized to sign documents must be provided.

LENDER INFORMATION *(if applicable)*

LENDER: _____ **LOAN NO.:** _____

ADDRESS: _____ **PHONE NO.:** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

SUBMIT, MAIL OR FAX TO:

Maricopa County Department of Transportation
Right of Way Dedications Phone: 602-506-4639
2801 W. Durango Street Fax: 602-506-4161
Phoenix, AZ 85009
Attn: Pat Mertz



***The acceptance of this Right-of-Way in no way obligates Maricopa County to
construct or maintain a roadway within the Right-of-Way being dedicated***



CHECKLIST OF ENVIRONMENTAL CONSIDERATIONS
(Complete all answers to the best of your ability)

Name of Property Owner _____

Phone Number _____

Mailing Address _____

Email Address _____

Assessor/Tax Parcel # _____

Descriptive Address of Property _____

Township _____ Range _____ Section _____ No. of Acres _____

Legal Description $\frac{1}{4}$, $\frac{1}{4}$ subdivisions within Section _____

Setting: Rural ☐ Urban ☐

Zoning: Residential ☐ Commercial ☐ Industrial ☐ Other ☐

Current Land Use _____

Previous Land Uses _____

Adjacent Land Uses _____

(Please list: Industrial, Light Industry, Commercial, Agricultural, Housing, Other [specify])

INFRASTRUCTURE PRESENT (check and circle all applicable within proposed dedication only)

YES	NO	
☐	☐	Roads / Driveways
☐	☐	Buildings / Sheds / Structures
☐	☐	Storage Tanks (Above Ground/Below Ground)
☐	☐	Pumps / Water Wells / Dry Wells / Monitoring Wells
☐	☐	Utilities - Water / Gas / Electric / Sewer
☐	☐	Telephone Poles/Transformers
☐	☐	Fiber Optic / Cable
☐	☐	Pipelines
☐	☐	Septic Tanks / Sewers / Manholes
☐	☐	Storm Retention Basins / Impound Pits / Ponds / Berms / Dikes
☐	☐	Drainage Ditches / Pipes
☐	☐	Posted Signs / Billboards / Advertising
☐	☐	Site Fencing / Access Restricted / Site Guarded
☐	☐	Railroad Tracks
☐	☐	Other Improvements (Specify: _____)

If known, please provide the name / address of the former property owner(s):



COMMUNITY DEVELOPMENT
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-3000

Date: May 8, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Wong Revocable Trust Property Right of Way Valuation

The Value of the Right of Way associated with the Wong Revocable Trust Property is \$94,965.00.

The area being dedicated as right-of-way is 18,993 square feet. The value of the land is \$5.00/sq foot.

RESOLUTION #2019-79

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO ACCEPT RIGHT-OF-WAY AND A DRAINAGE EASEMENT FROM THE WONG REVOCABLE LIVING TRUST FOR PINNACLE PEAK ROADWAY AT 163RD AVENUE; TO DEDICATE SAME TO MARICOPA COUNTY; AND TO ANNEX THE RIGHT-OF-WAY FOLLOWING ACCEPTANCE OF DEDICATION.

WHEREAS, the Trustees of the Wong Revocable Living Trust ("Trust") on behalf of the Trust as grantors have executed a Warranty Deed for dedication of public right-of-way and utility purposes to the City of Surprise, which Warranty Deed is attached hereto as Exhibit A;

WHEREAS, the Trustees have also executed a Drainage Easement in favor of the City of Surprise for temporary, exclusive drainage over a portion of the property owned by the Trust legally described in the Drainage Easement attached hereto as Exhibit B;

WHEREAS, through acceptance of the Warranty Deed and Drainage Easement, the City of Surprise will have ownership rights to allow for a road paving project;

WHEREAS, the right-of-way and drainage easement are situated in Maricopa County adjacent to the City's municipal boundary;

WHEREAS, the City would like to apply to dedicate the right-of-way and drainage easement to Maricopa County through the County's process so that it may thereafter be annexed into the City; and;

WHEREAS, the Warranty Deed and Drainage Easement will be maintained on file in the City Clerk's office.

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

Section 1. The City of Surprise accepts the Warranty Deed attached hereto as Exhibit A and the Drainage Easement attached hereto as Exhibit B on file with the City Clerk's office.

Section 2. The Mayor is authorized to execute the Warranty Deed and Drainage Easement, as necessary, on behalf of the City and to execute any and all other legal documents necessary to implement the Deed and Easement.

Section 3. City of Surprise staff shall complete and submit all documentation necessary to dedicate the right-of-way and Drainage Easement to Maricopa County.

Section 4. City of Surprise staff is further directed to initiate and complete the legal process necessary to annex the right-of-way and drainage easement to the City after same have been dedicated to and accepted by Maricopa County.

APPROVED AND ADOPTED this _____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A
Right-of-Way Dedication
Pinnacle Peak Road

That portion of the North Half of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter, monumented by a City of Surprise brass cap, from which the Northeast Corner of said Northwest Quarter, monumented by a Bureau of Land Management brass cap, bears South 89°37'50" East 1893.34 feet as the BASIS OF BEARINGS;

Thence South 89°37'50" East along the North Line of said Northwest Quarter, 100.00 feet to the Northwest Corner of the property described in Instrument Number 1996-0040121 of Official Records of the Maricopa County Recorder, Maricopa County, Arizona, and the TRUE POINT OF BEGINNING;

Thence continuing South 89°37'50" East along said North Line, 474.70 feet to the Northeast Corner of said property;

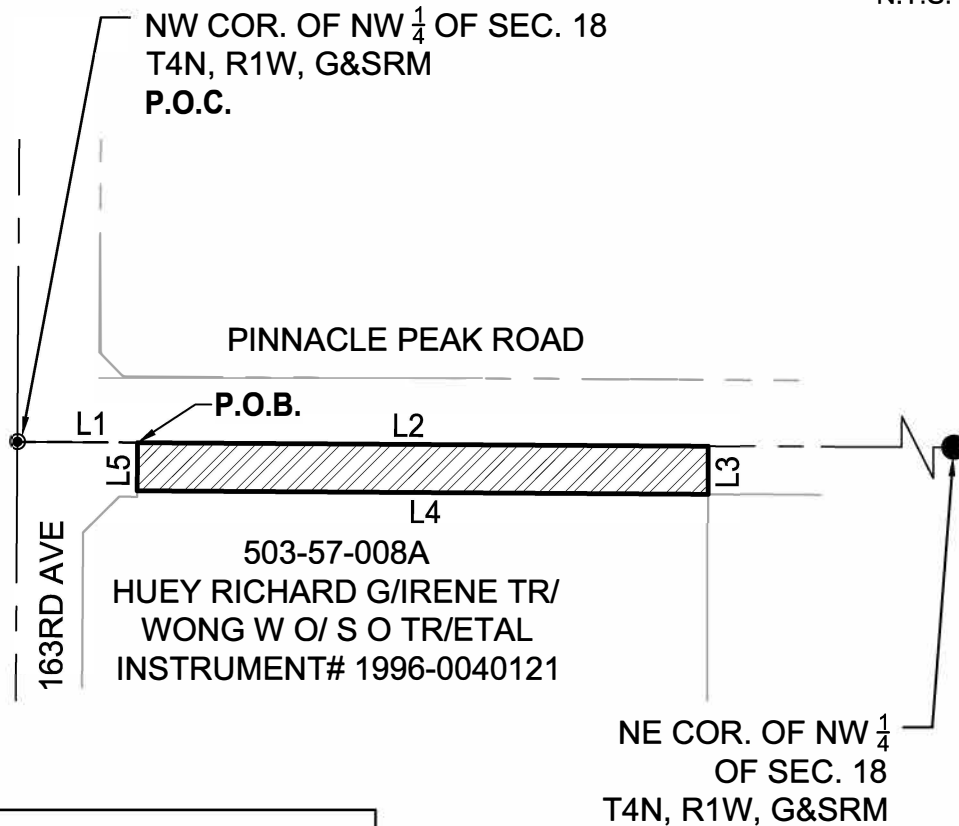
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Thence North 89°37'50" West along said South Line, 474.96 feet to a point on the West Line of said property;

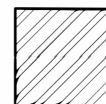
Thence North 00°21'11" East along said West Line, 40.00 feet to the TRUE POINT OF BEGINNING.

Said portion contains approximately 18,993 square feet or 0.44 acres, more or less.

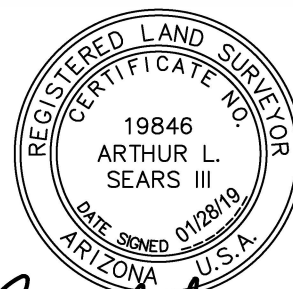




Line Table		
Line #	Length	Direction
L1	100.00	S89°37'50"E
L2	474.70	S89°37'50"E
L3	40.00	S00°01'05"E
L4	474.96	N89°37'50"W
L5	40.00	N00°21'11"E



RIGHT OF WAY
DEDICATION



Arthur L. Sears III

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING

EXHIBIT A
RIGHT OF WAY DEDICATION EXHIBIT

Exhibit B
Temporary Drainage Easement
Pinnacle Peak Road

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Thence continuing South 00°01'05" East along said East Line, 55.00 feet,

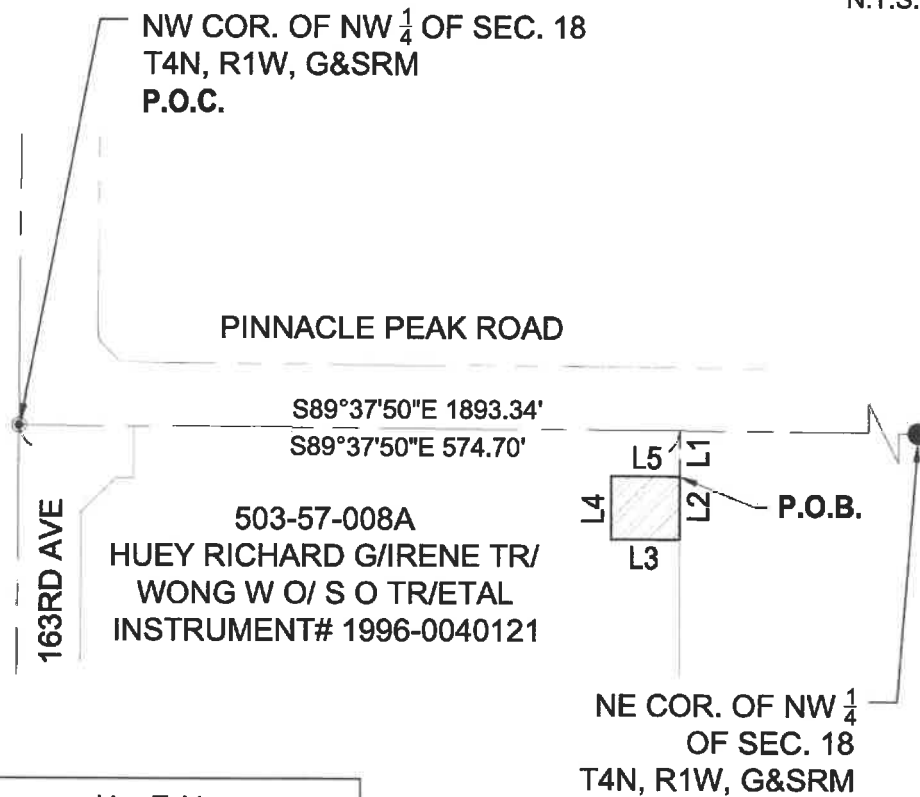
Thence North 89°37'50" West, 60.00 feet;

Thence North 00°01'05" West, 55.00 feet to a point on said South Line;

Thence South 89°37'50" East along said South Line, 60.00 feet to the TRUE POINT OF BEGINNING.

Said portion contains approximately 3300 square feet or 0.08 acres, more or less.





Line Table		
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L1	40.00	S00°01'05"E
L2	55.00	S00°01'05"E
L3	60.00	N89°37'50"W
L4	55.00	N00°01'05"W
L5	60.00	S89°37'50"E



= TEMPORARY DRAINAGE EASEMENT



Arthur L. Sears III

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING

EXHIBIT B TEMPORARY DRAINAGE EASEMENT